BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL AT PUNE

ORIGINAL APPLICATION NO. 71 OF 2019

IN THE MATTER OF:

DHANANJAY PATIL & OTHERS **...APPLICANTS**

VERSUS

THE STATE OF MAHARASHTRA AND OTHERS
...RESPONDENTS

Counter Affidavit on behalf of Respondent No. 3 – Ultratech Cement Limited

VOLUME- I

(PAGE NO. 1 TO PAGE NO. 236)

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NEW DELHI
DATED: 06.10.2021

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DHANANJAY PATIL & OTHERS ...APPLICANTS

VERSUS

THE STATE OF MAHARASHTRA AND OTHERS ...RESPONDENTS

COUNTER AFFIDAVIT ON BEHALF OF RESPONDENT NO. 3 – ULTRATECH CEMENT LIMITED

I, Shailendra Kumar Jain , son of Shri Sumedi Lal Jain, aged about 53 years, resident of Hex 2/1003 Hex Blox CHS LTD, Plot no 269, opp Bank of India, Sector -10, Kharghar, Raigarh, Maharashtra-410210, do hereby solemnly affirm and state as hereunder:

1. That I am the authorized signatory of Respondent No. 3 Company in the above-mentioned matter and I am well-aware of the facts and circumstances of the case. I am therefore competent and authorized to affirm the present affidavit on behalf of the Respondent No. 3 Company.

2. That I have read and understood the contents of the Original Application filed by the Applicants and I am therefore competent to reply to the same. The Answering Respondent denies all the averments made in the application that are contrary to what has been stated in the present affidavit but not specifically denied.

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3. That I have been authorised by the Respondent No.3 by way of Power of Attorney dated 17th January'2020, which is annexed hereto and marked as **ANNEXURE R3/1**.

4. It is submitted that the Answering Respondent No.3 is a leading cement manufacturing company of repute. It had purchased land at Village Chikhale and Kone in District Thane, Tehsil Wada in Maharashtra for setting up ACC Blocks and Dry Mix Blocks manufacturing unit.

5. That at the outset it is submitted that the Applicants in the said application have resorted to making wrong statement of facts, suppressed material facts and have sought to raise issues that are pending before the appropriate authorities and which are not related to the environment. The Applicant by indulging in forum shopping and in gross abuse of process of law is also invoking the jurisdiction of this Hon'ble Tribunal on issues which are beyond the period of limitation.

It is submitted that the only dispute pertaining to environment is with respect to an accidental oil spillage in the year 2015. It is submitted that all directions issued by MPCB were complied with in the year 2016 itself. Thereafter vide inspection report dated 12.12.2017, MPCB found no oil spillage and storm water drain was found dry. After verifying that the answering Respondent is compliant, consent to operate was renewed on 06.09.2018 up to 31.03.2022. Further no oil spillage has been found in the inspections carried out by MPCB on 14th and 15th February, 2018 and the latest inspection carried out by MPCB on 03.02.2021 also does not show any contamination. It is further submitted that the answering Respondent is not storing any furnace oil since December, 2018.

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Thus, there has been no incident of oil spillage except in the year 2015 with residue remaining in 2016. The fact that the Applicants chose not to approach this Hon'ble Tribunal at that stage and have chosen to approach after 3 years shows that they were not aggrieved and the damage to the crop if any, was only temporary. If the damage to the crop was continuing the answering Respondent would not have waited for these many years to approach this Hon'ble Tribunal.

It is further submitted that the agricultural officer in its spot panchnama on 15.9.2015 had assessed damage to the crops of 17 farmers at Rs.7,24,128/-. Without prejudice to its rights and contentions, the answering Respondent had offered to pay the said amount. However, the Petitioners demanded a higher compensation than what was assessed and thereafter filed the present petition.

6. The Applicant has primarily raised the following issues in the application, which are dealt with herein below:-

ALLEGATION PERTAINING TO PURCHASE OF LAND

(i) That the applicants have alleged that the Respondent No.3 has allegedly purchased tribal land from one Mr. Gopal Wagh bearing Survey No. 94/2 admeasuring 0.10 acres. Further, it is also alleged that the answering Respondent No.3 has not obtained Sanad as required under Section 44A of the Maharashtra Land Revenue Code, 1966.

It is submitted that the said submission is wholly false and contrary to the record. The answering Respondent No.3 has purchased land Survey No. 94/2(1) [at some documents it

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is mentioned as 94/2 (A)] from one Mr. Balaram Kalu Dhule (Mr. Dhule) vide sale deed dated 13th April 2009 bearing Document No. 599 of 2009, copy of which is annexed hereto and marked as **ANNEXURE R3/2**. The said Mr. Dhule is not a tribal and therefore the Collector's permission is not required. A part of the land bearing Survey No. 94/2, being Survey No. 94/2 (2) or Survey No. 94/2 (B), as mentioned by the Applicant was sold by Mr Gopal Wagh to Smt. Nirmala Barku Sutar. As on date Mr. Gopal Wagh owns 0.10 hectares from Survey No. 94/2(2)/94/2(B), Nirmala Barku Sutar owns land admeasuring 1.10 hectares in the same survey No. 94/2(2).

The 7/12 extract showing that Survey No. 94/2 (1) or 94/2 (A) stands in the name of Grasim Industries Limited is annexed hereto and marked as **ANNEXURE R3/3**. It is submitted that the cement division of Grasim Industries was hived off and merged with R-3. Survey No. 94/2 (2) is tribal land which is not purchased by R-3. It may be noted that 94/2 (1) is interchangeably used with 94/2 (A) in different records. They pertain to the same survey number description. It is also submitted that the word 'GAT' is also used interchangeably in Maharashtra for the word 'survey'.

The Collector's Order dated 02.03.2010 for transfer of Tribal Land from Gopal Mangesh Wagh in the name of Smt Nirmala Suthar is enclosed herewith and marked as **ANNEXURE R3/4**. The Sale Deed dated 17.03.2010 through which Gopal Wagh sold his land to Nirmala Suthar

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and the Correction Deed dated 03.09.2010 is annexed hereto and marked as **ANNEXURE R3/5 (COLLY)**.
The correction Deed was executed as the entire land of Gopal Mangesh Wagh got inadvertently transferred to Nirmala Suthar. However, in the State of Maharashtra tribal can't be left landless, hence 0.10. Hectare R. land was retained with Gopal Wagh.

It is further submitted that the answering Respondent No.3 had obtained Sanad under Maharashtra Land Revenue Code which mentions the survey numbers of land held by the answering Respondent No.3. As per the Sanad itself it is clear that the answering Respondent No.3 does not hold the entire survey No. 94/2 but holds survey No. 94/2A. Copy of Sanad dated 10.6.2010 issued to the answering Respondent No.3 is annexed hereto and marked as **ANNEXURE R3/6**. Copy of mutation entry in Adhikar Abhilekh is annexed hereto and marked as **ANNEXURE R3/7**. In any event it is submitted that such an issue regarding alleged violation of the Maharashtra Land Revenue Code, 1966 or alleged violation of The Scheduled Castes and Tribes (Prevention of Atrocities) Act, 1989 cannot be raised before this Hon'ble Tribunal in the light of Section 14(1) read with Schedule I of National Green Tribunal Act, 2010.

It may also be noted that with respect to this very issue, the Tahsildar had issued Notices dated 9th May, 2011and 13th July, 2011 to answering Respondent No.3 for alleged encroachment of land bearing Survey No. 94/2 B which is the Tribal land owned by Shri. Gopal Mangesh Wagh. Mr.

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Baburao Walte on behalf of Mr. Gopal Mangesh Wagh had also filed a complaint before the Additional Collector that Smt. Nirmala Suthar purchased land from him and further sold the same to the answering Respondent No.3In its reply dated 19th May 2011, the answering Respondent No.3 clearly mentioned that the suit land purchased by it is Survey No. 94/2A (Survey No. 94/2(1)) and not Survey No. 94/2B(Survey No. 94/2(2))The land bearing Survey No. 94/2 B (Survey No. 94/2(2)) is owned and possessed by Shri. Gopal Mangesh Wagh which is later on sold to Smt. Nirmala Barku Suthar who has not sold it to the answering Respondent No.3. Further the said issueis sub-judice before the additional Collector who has reserved his order after hearing arguments of both the parties on 22.08.2012.

ALLEGED DIVERSION OF FLOW OF NATURAL WATER CANAL

(ii) The second issue raised by the Applicant is with respect to alleged diversion of the flow of a natural water canal because of soil dumping. It is submitted that the said issue is settled by a certificate issued by the Sarpanch Group Gram Panchayat Chikhale, Tehsil Wada, District Thane vide its NOC dated 29.06.2010, has certified that the flow of nalla that was naturally flowing through Survey No. 61(1) was closed naturally and nalla has started flowing naturally through Survey No. 61(2). The correct sequence of dates and events in this regard is as under:-

(a) It is submitted that construction on the said land started in April 2009. On 5th March 2010, the answering Respondent made a request to the Tahsildar Wada

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stating that nalla which has been shown in the village map was flowing through GAT No. 94/2A and 61/1 and does not exist as on date. The said nalla has been prepared by the villagers in GAT No. 61/2A and B to facilitate their agricultural needs. Despite of this diversion, the flowing of nalla is showing from S. No. 94/2A and 61/1. It was therefore requested to correct and revise the government record and regularise the Map as per existing position of Nalha (i.e.by cancelling the old nalla in the map and make entry of new nalla as per its existing position). Copy of letter dated 05.03.2010 of the answering Respondent No.3 is annexed hereto and marked as **ANNEXURE R3/8**.

(b) That vide its letter dated 18th June 2010 the answering Respondent No.3 again made a similar request to the Additional District Collector, Thane and also stated that the nalla shown in the village map, earlier flowing through Survey No. 94/2A, Survey No 61/1 has been closed naturally. Copy of the letter dated 18 June 2010 is annexed hereto and marked as **ANNEXURE R3/9** .

(c) That vide its letter dated 22nd June 2010 the Additional District Collector, Thane informed the answering Respondent No.3 that their application has been sent to Tehsildar Wada for enquiry report. Copy of the letter dated 22 June 2010 is annexed hereto and marked as **ANNEXURE R3/10**.

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(d) That on 29th June 2010, Gram Panchayat Chikhale, Tehsil Wada issued a certificate certifying that the nalla flowing in the Survey No. 61(1) has closed naturally and

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has started its flow naturally in Survey No. 61/2. Copy of the certificate dated 29 June 2010 is annexed hereto and marked as **ANNEXURE R3/11**.

(e) That thereafter despite of the necessary certification from the Gram Panchayat, Chikhale, one Baburao Walte filed a complaint regarding alleged illegal diversion of water canal. It is pertinent to note that the said Mr. Walte had also filed a regular Civil Suit No. 38 of 2009 in respect of Survey No. 95/5 held by the Respondent No.3 claiming his rights over the same in order to harass the answering Respondent No.3. The said suit was dismissed vide order dated 23.09.2009, copy of which is annexed hereto and marked as **ANNEXURE R3/12**. Therefore, it was only with an ulterior motive that the said Mr. Walte filed the said complaint against the answering Respondent No.3. It is pertinent to note that the said Mr. Walte is not a party to the present application.

(f) Pursuant to the complaint the Gram Panchayat Kone issued notice dated 24 October 2010 regarding the alleged diversion of water canal, copy of which is annexed hereto and marked as **ANNEXURE R3/13**.

(g) The Circle Officer Kone, Taluka Wada by letter of 29 September 2010 called a meeting of 5 October 2010 for enquiry.

(h) As far as the affidavit of 10 November 2010 is concerned given by the Manager of M/s Grasim Industries Limited, as the answering Respondent then was, it is submitted

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that the Manager was not authorised by the Company to give such an affidavit. The said affidavit was given under immense pressure created by the villagers. The answering Respondent No.3 become aware of the said affidavit only in 2014. It does not stand to reason that once the Company had been given a certificate by the Sarpanch Gram Panchayat that the nalla has changed its course naturally, it would voluntarily make an admission that it had done illegal construction in the Nalla because of which fields of farmers were flooded. In any event, assuming without admitting that the said affidavit was with the authority of the answering Respondent No.3, it appears that the same was in fact a settlement between the Applicants and the answering Respondent No.2 wherein the Applicants have stated that they have no further complaint against the answering Respondent No.3. There is no further complaint of flooding due to alleged change in flow. Copy of the affidavit dated 10 November 2010 is annexed hereto and marked as **ANNEXURE R3/14**.

(i) Pursuant to the complaint filed by Mr. Baburao Walte, Tahsildar Wada issued a letter dated 1st December 2010, copy of which is annexed hereto and marked as **ANNEXURE R3/15**.

(j) By letter dated 7 December 2010, the Tahsildar Wada asked the Respondent No.3 to submit written explanation, copy of which is annexed hereto and marked as **ANNEXURE R3/16**.

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(k) The spot inspection was done by Tahsildar Wada and Sub Divisional Officer on 26 December 2010 and 10 February 2011 where it was prima facie found that soil has been dumped and illegal construction has been made in the Nalla.

(l) Pursuant to the inspection, the Tahsildar Wada issued a notice dated 11 February 2011 calling upon the answering Respondent No.3 to remove the alleged soil dumped and unauthorised construction made in the Nalla. Copy of the notice dated 11 February 2011 is annexed hereto and marked as **ANNEXURE R3/17**. Another notice dated 3 March 2011 was also issued by the Tahsildar.

(m) The answering Respondent No.3 submitted its reply to the said notice vide letter dated 22 March 2011. It was stated that when the land was purchased by the answering respondent there was no canal on the land. Further it was submitted that assuming without admitting that there existed a canal on the land, the closure of the same did not result in stoppage of any water supply to the villages and neither did it result in flooding during monsoon. The Google map of the area and Sarpanch letter was also produced. Copy of the letter dated 22 March 2011 is annexed hereto and marked as **ANNEXURE R3/18**.

(n) The Tahsildar Wada issued another notice dated 10 March 2011, copy of which is annexed hereto and marked as **ANNEXURE R3/19**.

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(o) The answering Respondent No.3 filed a Civil Suit No. 180 of 2011 before the Civil Judge, Bhiwandi against the order of the Tahsildar dated 11 February 2011 and 3 March 2011. Copy of the Suit No. 180 of 2011 is annexed hereto and marked as **ANNEXURE R3/20.**

(p) Vide Order dated 8 April 2011 the Civil Judge directed the Defendants in the said suit namely Tahsildar Wada and the Collector to maintain status quo till the Tahsildar Wada filed its reply. It is submitted that the status quo is still continuing in the matter. The Applicants have not disclosed the said fact. Copy of the order dated 8 April 2011 passed by the Civil Judge is annexed hereto and marked as **ANNEXURE R3/21**.

In the light of the aforesaid facts, it is submitted that in-spite of being aware of the issue, with respect to which allegations have been made in the present Application, since 2010, the Applicants chose not to approach this Hon'ble Tribunal. No cogent explanation has been given for the same. Therefore, the Application is barred by limitation so far as the issue is concerned.

It is submitted that there is no finding by any authority that the fields were damaged because of the alleged diversion. On the other hand, the certificate had been issued by the Sarpanch that the Nalla was closed naturally which certificate has not been challenged till date.

Further, without prejudice to the contention that the affidavit given by the Manager of the answering Respondent No.3 was without authorisation, it is submitted

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that the said affidavit itself discloses that being satisfied with the course of action mentioned in the affidavit the Applicants chose not to take any further action. It is submitted that the fact that the Applicants have chosen to approach this Hon'ble Tribunal after a lapse of 10 years shows that the said application has been filed with ulterior motives to harass the answering Respondent No.3.

It is further submitted that the Applicants instead of challenging the status quo order passed by the Civil Judge Bhiwandi or intervene in the said suit have chosen to approach this Hon'ble Tribunal since their remedy of appeal would be barred by limitation and have thus indulged in forum shopping and are guilty of abuse of process of law.

It is submitted that it is a settled fact that the flow of Nalla was not diverted on account of the answering Respondent No.3 since the certificate of Sarpanch has not been challenged till date. The issue before the Civil Court is primarily against order of demolition of alleged illegal construction and is therefore outside the purview of the jurisdiction of this Hon'ble Tribunal. It is therefore submitted that the Applicants cannot contend that the civil suit may be transferred to this Hon'ble Tribunal and that too after a lapse of 10 years without their being any evidence to show that their fields were damaged because of any alleged illegal construction or soil dumping by the answering Respondent No.3.

Without prejudice, it is further submitted that even in 2010, after the enactment of National Green Tribunal Act, 2010

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the Applicants chose to proceed with their complaint before the Tahsildar instead of approaching this Hon'ble Tribunal and therefore understood that this Hon'ble Tribunal was not the appropriate forum for the grievances raised by them. It is only to overcome their non-challenge to the suit order, which is now barred by limitation that the Applicants have approached this Hon'ble Tribunal.

Further assuming without admitting that the said issue relates to the environment, the same is barred by limitation. The Applicant has not made any averment that the alleged illegal closure of nalla is causing any continuing harm to the Applicants.

ROYALTY AND PENALTY IMPOSED WAS ON ACCOUNT OF ALLEGED ILLEGAL MINING AND NOT DIVERSION OF CANAL AND SAME STANDS QUASHED IN 2011

(iii) The Applicants have wrongly made an averment that royalty and penalty imposed on the answering Respondent No.3 vide order of Tahsildar dated 10 November 2011 was on account of the alleged illegal closure of canal. This is another attempt on the part of the Applicants to mis-lead this Hon'ble Tribunal by making false statement. The said order of Tahsildar was pursuant to a report of the District Mines and Minerals Officer dated 16 August 2011 in which it was alleged that the answering Respondent No.3 had excavated 12,899 brass stone, soil and other mines and minerals or construction of road, buildings etc without paying royalty. It was also stated that no sign of a nalla flowing or flora growing in swamp along nalla was found

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anywhere in Company area on the day of inspection. Therefore, whether there was the nalla in the said area or not could not be ascertained. However, it was reported that presently a natural nalla is situated to the South of the Company. Pursuant to this report the order dated 10 October 2011 was issued demanding an amount towards royalty and penalty for illegal mining. It is pertinent to note that the report of the District Mining Officer also establishes the fact that there was no diversion of nalla. Copy of the report of the District Mining Officer dated 16 August 2011 is annexed hereto and marked as **ANNEXURE R3/22** and copy of the Order dated 10 October 2011 is annexed hereto and marked as **ANNEXURE R3/23.**

(iv) It may also be noted that an appeal was filed by the answering Respondent No.3 against the order dated 10 October 2011 before the Court of Sub Divisional Officer Jawar. The order dated 10 October 2011 was quashed and the entry made in the revenue records as encumbrance 7/12 revenue records was directed to be removed. Copy of the order dated 19 October 2011 is annexed hereto and marked as **ANNEXURE R3/24.**

ACCIDENTAL OIL SPILLAGE

(v) The only allegation of the Applicants pertaining to any environment issue is related to the alleged damage to the crop due to an accidental oil spillage in the nalla. The Applicant has wrongly stated that the answering Respondent No.3 has discharged chemical effluents.

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(vi) There was an accidental oil spillage while filling furnace oil in the tank which flowed into the nalla due to rain in 2015. On a complaint received from the Tahsildar office, on 21 August 2015 the Maharashtra Pollution Control Board issued directions under Section 33A of the Water (Prevention and Control of Pollution) Act and under Section 31A of the Air (Prevention and Control of Pollution) Act, 1981. Copy of Notice dated 09 September 2015 issued by MPCB is annexed hereto and marked as **ANNEXURE R3/25.**

(vii) Thereafter the Maharashtra Pollution Control Board vide its letter dated 8th October 2015, after granting a personal hearing to the Respondent No.3, issued interim directions. Copy of the interim directions dated 8th October 2015 issued by MPCB is annexed hereto and marked as **ANNEXURE R3/26.** The said directions were complied with by the answering Respondent No.3 and the compliance was intimated to the Maharashtra Pollution Control Board vide letter dated 9 November 2015, copy of which is annexed hereto and marked as **ANNEXURE R3/27.**

(viii) Thereafter acting on a spot panchnama dated 15 September 2015 and report of the Taluka agricultural officer dated 24 September 2015, The Maharashtra Pollution Control Board (MPCB) issued further directions vide its letter dated 16 November 2015 including appointing IIT/NEERI to identify percolation points of water from the industry meeting the nalla and restoration of water nalla quality by removing oily layer. Copy of Spot Panchnama dated 15 September 2015, Report of Taluka Agricultural officer

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dated 24 September 2015 and Notice of MPCB dated 16 November 2015 are annexed hereto and marked as **ANNEXURE R3/28, ANNEXURE R3/29** and **ANNEXURE R3/30** respectively.

(ix) Pursuant to the said direction issued by the MPCB the answering Respondent No.3 vide letter dated 6 January 2016 appointed M/s Sweep Enviro Private Limited, affiliated to IIT to undertake percolation points study. Copy of letter dated 5 January 2016 is annexed hereto and marked as **ANNEXURE R3/31**.

(x) Thereafter vide letter dated 3 March 2016 the answering Respondent No.3 informed the Sub Divisional Officer that it had closed all the outlets which had accidentally caused oil spillage from the factory and they have cleaned the layers of oil spillage from the nalla and submitted necessary reports to MPCB and informed that they had complied with all the directions issued by MPCB, copy of which is annexed hereto and marked as **ANNEXURE R3/32.**

(xi) It was also informed that during the periodical inspection carried out by the answering Respondent No.3 it was noticed that the oil layer was flowing on the surface of the water which could be due to some oil component resting in the tree bushes which came up as water level reduced. It was not a fresh discharge from the plant. It was also informed that the answering Respondent No.3 took suo moto steps to clean the layers of oil. However, the villagers were obstructing the company to initiate any steps of cleaning and had even assaulted and threatened the officers of the company on compensation issue. The answering

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Respondent No.3 had in fact filed a police complaint on 6 February 2016 against the villagers. It therefore requested the Sub Divisional Officer to intervene and give direction to the villagers to allow the answering Respondent to clean and restore the layer of oil in the nalla and also allow Sweep Enviro Private Limited affiliated to IIT to do necessary pumping test/inspection of the nalla and nearby fields. The Sub-Divisional officer issued a verbal reprimand to the Petitioner. Copy of complaint dated 6 February 2016 is annexed hereto and marked as **ANNEXURE R3/33.**

(xii) Vide letter dated 24 August 2016 the answering Respondent No.3 informed the Pollution Control Board that there were other industries surrounding the nalla which were also discharging effluents and which may be the real cause of contamination. These industries are situated upstream and the answering Respondent plants are situated downstream in the flow of the nalla. It therefore requested that the scope of inspection of IIT may be extended. Copy of letter dated 24 August 2016 is annexed hereto and marked as **ANNEXURE R3/34.**

(xiii) With respect to interim directions issued by MPCB on 08.02.2017 received by answering Respondent on 03.03.2017, Respondent No.3 vide its letter dated 10.03.2017 informed the Board that all directions issued by the Board on 16.11.2015 had been complied with. The same was informed to the Board on 20.12.2016. It was further stated that since plant of Respondent No.3 was a Zero Liquid Discharge (ZLD) plant, the contamination, if any was not on account of Respondent No.3 since in spite of

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closure of all percolation points oil layer was still present and a detailed study of the area may be carried out. However, this was not done.

(xiv) Vide inspection report dated 12 December 2017 of the MPCB it was observed that at the time of the visit oil spillage was not observed and storm water drain was found dry. Copy of inspection report of MPCB dated 12 December 2017 is annexed hereto and marked as **ANNEXURE R3/35**.

Vide letter dated 13.12.2018, the answering Respondent responded to interim directions dated 28.10.2016 of MPCB where it was informed that on 21.01.2017, all compliances have been carried out and BG of Rs.10,00,000/- was also given. Copy of letter dated 13.12.2018 is annexed hereto and marked as **ANNEXURE R3/36**.

(xv) It is submitted that the answering Respondent No.3 is an environmentally conscious industry. After verifying the answering respondent's compliance with all the directions issued by the MPCB, and after analysing the air emission and discharge parameters, the consent to operate to the answering Respondent No.3 was renewed on 6 September 2018 for a period 1 April 2018 to 31 March 2022. Copy of Consent to operate under Water Act and Air Act is annexed hereto and marked as **ANNEXURE R3/37(COLLY).** It is submitted that the answering Respondent No.3 is a zero discharge company. As stated in the reply of MPCB the answering Respondent has stopped the production of AAC Blocks since December 2018. In view of the same boiler was non-operational and therefore the furnace oil storage

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tank area was closed and dry and storm water drains were found dry. It is submitted that prior to December 2018, the process of manufacture of AAC Blocks also did not result in any discharge.

AAC Plant is designed to get good quality Autoclave Aerated Concrete Blocks (AAC) which goes in Construction Industry for end use. For curing of AAC Blocks Autoclave is required which uses Steam. Therefore, the answering Respondent had Boiler for steam generation at plant which operated on Furnace oil stored at plant in Tanks.

In AAC process water is being used for making Slurry which is consumed in the system and no water comes out as by -product or any wastage, so no Effluents are generated during the process.

(xvi) Further analysis test report for stack emission, noise level monitoring, ambient air quality monitoring and analysis test report of water sample during October 2019 show that all the para meters are within the prescribed limit. Copy of analysis reports of 2019 are annexed hereto and marked as **ANNEXURE R3/38 (COLLY)** It is submitted that as per the reply of MPCB the period of oil spillage was restricted to 21.8.2015, when complaint was made till the inspection carried out by the answering Respondent on 14th & 15th February 2018 when no traces of oil and grease was found in the soil. It is submitted that even in the inspection carried out on 12 December 2017, no oil spillage was found. Further the latest inspection carried out by MPCB on 03.02.2021 also does not show any contamination. In light of the same, the damage, if any caused, is not permanent.

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In light of the same, it is humbly requested that this Hon'ble Tribunal may take into account the principles of proportionality while attributing any culpability to the answering Respondent since the oil spillage was for a limited period, there is nothing on record to show that crops were damaged or that yield was affected and the answering Respondent is not storing furnace oil in storage tanks. The incident is isolated and not recurring. [Therefore, it is submitted that even the said issue was closed after the answering Respondent No.3 took timely action as per the interim directions issued by the MPCB. There have been no incident of oil spillage except in the year 2015 and residue remaining in 2016. The fact that the Applicants chose not to approach this Hon'ble Tribunal at that stage and thereafter shows that they were not aggrieved and the damage to the crop if any, was only temporary. If the damage to the crop was continuing the answering Respondent would not have waited for 5 years to approach this Hon'ble Tribunal. It may be noted that as per the spot Panchnama report dated 15.09.2015 of the Agriculture officer, it was observed that 17 farmers were affected and in its assessment report compensation amount of Rs.7,24,128/- was assessed. The answering Respondent has been in discussion with the Petitioners to resolve the issue. However, the Petitioners are seeking a higher compensation than what has been assessed. The answering Respondent informed this fact to the Tahsildar, Wada vide its letter dated 21.12.2020, which is attached herewith and marked as **ANNEXURE R3/39**.

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PARA WISE REPLY

1. That the contents of paras 1 to 3 need no reply.

2. With respect to para 4(A) and para 4(B), it is submitted that as per the details given in 7/12 extracts details of few land owners/applicants like name and shares held by them are inconsistent with the extract. For example, in one case two or three owners are shown against one Survey numbers

3. That the contents of para 4(C) are denied and the contents of the preceding paragraph 6(i) of the present affidavit are reiterated.

4. That the contents of para 4(D) to the extent that the answering Respondent No.3 excavated brass soil on the land without Collectors permission is denied. It is denied that because of excavation and soil dumping the flow of the natural water canal was diverted which allegedly affected crop cultivation on the land of the Applicants. The contents of the preceding paragraph 6(ii) is reiterated herein. It is submitted that the allegation with respect to alleged diversion of flow water canal was made by the Applicants for the first time in 2010 which was subsequently resolved and the said issue is barred by limitation for the reasons set out in detail in the preceding paragraph.

5. That the contents of para 4(E) are denied and the contents of the preceding paragraphs in the present affidavit are reiterated. With respect to the allegation that chemical effluents were released by the answering Respondent No.3, the contents of the preceding paragraphs 6(v) to 6(xv) are reiterated herein. The alleged compensation of Rs.7,24,128/- per annum towards irreparable loss

NOTARY GOVT. OF INDIA
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EXPIRY DATE 01-05-2022

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and damage to the rice crop is denied. The claim is wrong as Respondent No.3 has cleared the spillage within two three months. Secondly there were no parameters of damages mentioned in spot Panchanama or in demand of compensation that proves to what extent soil has got affected.

With respect to information on the crop yield, in 7/12 itself there is a column and every year it is showing the yield from the crops a farmer grows on the land. It is called as PicPani Utara. Despite the alleged damage to the crops and soil, 7/12 extract is showing the similar yield from crops in the 7/12 extract of the farmers.

6. That the contents of para 4(F) are matter of record. However, it is denied that the answering Respondent No.3 illegally closed or diverted the natural water canal. The contents of the preceding paragraphs are reiterated.

7. The contents of para 4(G) are denied. The contents of the preceding paragraph 6(ii) are reiterated herein.

8. That the contents of para 4(H) are denied and the contents of the preceding paragraphs are reiterated herein.

9. The contents of the para 4(I) are denied and the contents of preceding paragraphs 6(iii) and (iv) are reiterated herein.

10. The contents of para 4(J) are denied and the contents of the preceding paragraphs are reiterated.

11. The contents of para 4(K) are denied and the contents of the preceding paragraphs are reiterated.

NOTARY SANJAY KUMAR PANDEY REGN. NO. 41123 EXPIRY DATE 01-05-2022 GOVT. OF INDIA

12. That the contents of para 4(L) to 4(O) are denied and the contents of the preceding paragraphs are reiterated.

13. With respect to para 5, it is submitted that in the light of what has been stated in the preceding paragraphs no cogent grounds have been raised by the Applicants which calls for interreference from this Hon'ble Tribunal.

14. That the contents of para 6 are denied. It is submitted that for the reasons stated in the preceding paragraphs the issue with respect to alleged diversion of water canal and the issue with respect to alleged damage to crop due to oil spillage are barred by limitation.

15. That the contents of para 7 are denied. It is submitted that for the reasons stated in the preceding paragraphs the issue of purchase of tribal land is false and in any event outside the jurisdiction of this Hon'ble Tribunal. It is further submitted that the issue of alleged illegal construction for which demolition orders were passed by the Tahsildar and which were stayed by the Civil Judge, is also outside the jurisdiction of this Hon'ble Tribunal.

16. That the contents of para 8 are denied for want of knowledge.

17. That in the light of what has been stated in the preceding paragraphs, it is submitted that the prayers made by the Applicants in para 9 may not be granted and the application may be dismissed with cost.

NOTARY GOVT. OF INDIA
SANJAY KUMAR PANDEY
GR. MUMBAI
REGN NO. 4028
EXPIRY DATE 01-05-2022

UltraTech Cement Limited
BPD HO

For UltraTech Cement Limited

Authorised Signatory

DEPONENT

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VERIFICATION

I, Shailendra Kumar Jain, the deponent do hereby verify that the contents of foregoing affidavit are true and correct to my knowledge, no part of it is false and nothing material has been concealed there from.

Verified at Mumbai on this the 4th day of October 2021.

For Ultra Tech Cement Limited

Authorised Signatory

DEPONENT

BEFORE ME

04-10-2021

SANJAY KUMAR PANDEY
Advocate & Notary Govt. Of India
Room No.7, Swami Krishna Nand Chawl,
Swami Compound, Near Marathi School,
Opp. Highway Caves Road, Jogeshwari East
Mumbai-400 060

NOTED AT SR NO. 1029
IN THE NOTARIAL REGISTER

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

ANNEXURE R-3/1 25

महाराष्ट्र MAHARASHTRA ◐ 2019 ◐ AU 641062

प्रधान मुद्रांक कार्यालय, मुंबई
1 3 NOV 2019
सक्षम अधिकारी

SPECIAL POWER OF ATTORNEY

This deed of Special Power of Attorney is executed by ULTRATECH CEMENT LIMITED a Company incorporated and registered under the provisions of the Companies Act, 1956 and having its Registered office at, 'B' Wing, Ahura Centre, 2nd Floor, Mahakali Caves Road, Andheri (East), Mumbai 400093 in the State of Maharashtra through **Mr. Vivek Agrawal**, aged 57 years, Group Executive President & Chief Marketing Officer, S/o Mr. Kailash Chandra Agrawal, (hereinafter called as First Party) in favour of **Mr. Shailendra Kumar Jain**, Deputy Manager (F&C), aged 51 years, S/o Mr. Sumedilal Jain (hereinafter called as Second Party) to be true and lawful attorney of the Company to do, exercise or execute the Acts, deeds and things mentioned herein under in connection with the work connected with the company.

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16 NOV 2019

POWER OF ATTORNEY

दस्ताचा प्रकार	YES/NO
दस्त नोंदणी करणार आहेत का ?	
मिळकतीचे वर्णन -	Ultra Tech Cement Limited
मुद्रांक किंमत रोख/चलनाचे नाव	A-Wing, 1st Floor, Ahura Centre,
दुसऱ्या पक्षकाराचे नाव	Mahakali Caves Road, Opp. MID Office,
दस्ते असल्यास त्यांचे नाव व पत्ता	Andheri (East), Mumbai - 400 093. Maha.
मुद्रांक शुल्क आकारणी	Shaitendra Kumar Jain
मुद्रांक किंमत रु.	Rupees 500
मुद्रांक आकार	37
परवाना क्रमांक	
मुद्रांक विक्रीचे ठिकाण	मे. अंधेरी कोर्ट बार असोसिएशन
	एस. एस. रोड., अंधेरी देव्हा स्टेशनच्या मागुला,
	अंधेरी (पूर्व), मुंबई - ४०० ०६९.

16 NOV 2019

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That the First Party is a Company registered under Indian Companies Act, 1956 and Mr. Vivek Agrawal is holder of General Power of Attorney from the Board of Directors. As per clause 32 of the Power of Attorney dated 19th November, 2019 he is authorized to delegate any power or powers out of the Power of Attorney dated 19th November, 2019. Accordingly by the virtue of this Power of Attorney Mr. Vivek Agrawal is delegating the following powers to Mr. Shailendra Kumar Jain for the State of Maharashtra.

Commence and carry on legal proceedings	1	To commence, prosecute, enforce, withdraw, defend, answer, oppose or appear or appeal in, all actions and other legal proceedings and demands whether civil, criminal, political, administrative or revenue, or proceedings relating to customs or excise duties, Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, Union Territory Goods and Services Tax Act, 2017, income tax, professional tax and/or all taxes on income or otherwise, insolvency and bankruptcy matters and to accept service of notices and/or processes relating to any of the aforesaid matters and/or any other matters in which the Company is or hereafter becomes interested or concerned and also if thought fit to compromise, refer to arbitration, submit to judgement, proceed to judgement and execute or become non-suited in any such action or proceedings as aforesaid and also to enforce by execution, attachment distress, suit or otherwise any decree or award in favour of the Company, and to defend or resist any such process issued against the Company, and in any such action or proceedings as aforesaid to retain, employ, engage and remunerate advocates, attorneys, chartered accountants, vakils and pleaders and to sign and give warrants, vakalatnamas and other necessary authorities and to revoke such retainers and authorities from time to time at pleasure.
Appear before courts, etc.	2	To appear, represent before all and every or any Court(s), Tribunals, Magistrates, Government or Public Officer(s), customs, excise, abkari, electricity board, revenue, railway, police, Port Trust, Improvement Trust, income tax, goods and service tax, Reserve Bank of India, Import of Foreign Trade Control authorities or Export Promotion Council, Central / State regulatory authorities and any other authorities whatsoever and to make, sign, execute, swear, declare, register and advertise all declarations, affidavits, applications, letters, papers and writings and to do all acts, deeds or things whatsoever necessary or expedient for the business of the Company under Factories Act, 1948, Payment of Wages Act, 1936, Indian Boilers Act, 1923, Explosives Act, 1884, Employees State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Electricity Act, 2003, Legal Metrology Act, 2009, Motors Vehicles Act, 1988, Income Tax Act, 1961, Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, Union Territory Goods and Services Tax Act, 2017, Professional Tax, Indian Telegraph Act, 1885, Insolvency and Bankruptcy Code, 2016, Foreign Exchange Management Act, 1999, Mines Act, 1952, Coal Mines (Special Provisions) Act, 2015, Mines and Minerals (Development and Regulation) Act, 1957 and/or Companies Act, 2013, Insolvency and Bankruptcy Code, 2016, rules and/or regulations of the above mentioned Acts and any other Acts, rules, regulations and/or notifications of the Central Government or State Government, Municipal Bodies, Excise, Reserve Bank of India or Customs or Import Trade Control Authorities or Foreign Trade Control Authorities, or Export Promotion Councils and to appear on behalf of the Company before any authority under the above mentioned laws, rules or notifications and to represent the Company in all correspondence matters and proceedings before them of any nature whatsoever.

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Sign papers for legal matters	3	To make, sign, execute, swear, declare, register and advertise all declarations, affidavits, applications, letters, papers, petition and writings and to do all acts, deeds or things whatsoever necessary or expedient for the business of the Company under Factories Act, 1948, Payment of Wages Act, 1936, Indian Boilers Act, 1923, Explosives Act, 1884, Employees State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Electricity Act, 2003, Motor Vehicles Act, 1988, Legal Metrology Act, 2009, Income Tax Act, 1961, Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, Union Territory Goods and Services Tax Act, 2017, professional tax acts, Indian Telegraph Act, 1885, Insolvency and Bankruptcy Code, 2016, Foreign Exchange Management Act, 1999, Mines Act, 1952, Coal Mines (Special Provisions) Act, 2015, Mines and Minerals (Development and Regulation) Act, 1957, Companies Act, 2013, Insolvency and Bankruptcy Code, 2016 and/or any other acts, rules and/or notifications of by Central Government and/or State Government(s), municipal body(ies), excise, Reserve Bank of India, customs, Import Trade Control Authorities or Foreign Trade Control Authorities or Export Promotion Councils and to appear on behalf of the Company before any authority under the above mentioned laws, rules or notifications and to represent the Company in all correspondence matters and proceedings before them of any nature whatsoever.
Generally do all acts & Deeds	4	GENERALLY to do all such acts and things as may be conducive or incidental to the exercise of the powers and authorities hereby given AND, THE COMPANY DO HEREBY AGREES to ratify and confirm all acts, deeds and things as our said Attorney shall lawfully do or cause to be done during the continuance of these presents in respect of the matters aforesaid by virtue hereof.

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This Special Power of Attorney shall be valid and in force only as long as the said Attorney is in the services of the UltraTech Cement Limited or Company revoking this Special Power of Attorney or on the expiry of Power of Attorney to Mr. Vivek Agrawal on 18th November 2022 whichever is earlier.

IN WITNESS WHEREOF this deed of Special Power of Attorney is executed on 17th day of January 2019, in presence of the following witness

Signed, Sealed and given by

V. Agrawal

Mr. Vivek Agrawal,
Group Executive President & CMO
UltraTech Cement Limited, Mumbai.

Accepted & Signed by

Mr. Shailendra Kumar Jain
Deputy Manager (Fin. & Comm.)
UltraTech Cement Limited

WITNESSES :

1. Vikas Acharya

2. Rupali Mahajan

NOTARY
ASHWANI KUMAR DWIVEDI
Mumbai Palghar Thane
Reg. No. 15168
Exp. 27/10/2024
GOVT. OF INDIA

BEFORE ME
17/01/2020
ASHWANI KUMAR DWIVEDI
(B.A.LL
ADVOCATE & NOTARY GOVT. OF I
Flat No.C/41, Gokul Shrishti CH
Opp. Mittal Club House Sector
Nalgaon East, Palghar 401208.
Reg. No. 01
Sr. No. 330/2020
Dt: 17/01/2020
Page 4 of 4

ADITYA BIRLA

UltraTech

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CERTIFIED TRUE COPY OF EXTRACT OF THE RESOLUTION PASSED BY THE FINANCE COMMITTEE OF THE BOARD OF DIRECTORS OF THE COMPANY AT ITS MEETING HELD ON 24TH APRIL, 2019

"RESOLVED THAT the Company do issue / renew Power of Attorney(s) in favour of:

- Mr. Vivek Agrawal, Group Executive President and Chief Marketing Officer;

for a period of 3 years as per the draft circulated with the Agenda and tabled at the meeting, initialled by the Company Secretary for the purpose of identification.

RESOLVED FURTHER THAT any two Directors of the Company or any one Director alongwith any one of the following Officers of the Company viz. Mr. Mukesh B. Agarwal, Executive President; Mr. Saurabh Chakravarty, Joint President – Finance; Mr. Sanjeeb Kumar Chatterjee, Company Secretary; Mr. Nilesh Garg, Vice President; Mr. Jitesh C. Jhankharia, Asst. Vice President; Mr. Kamal Rathi, Sr. General Manager, or any two of the abovementioned Officers of the Company, acting jointly, be and are hereby authorised to execute the Power of Attorney and to appear before any Registrar or Sub-Registrar or any other registering officer or authority and to present for registration the said Power of Attorney(s) already executed or signed or which may hereafter be executed and signed on the Company's behalf and to admit the execution of such Power of Attorney and otherwise to do all acts, deeds, matters and things to get the said Power of Attorney registered in accordance with law.

RESOLVED FURTHER THAT the Common Seal of the Company be affixed on the Power of Attorney(s) in the presence of any one Director and Mr. Sanjeeb Kumar Chatterjee, Company Secretary or any two of the following Officers of the Company viz. Mr. Mukesh B. Agarwal, Executive President; Mr. Saurabh Chakravarty, Joint President – Finance; Mr. Sanjeeb Kumar Chatterjee, Company Secretary; Mr. Nilesh Garg, Vice President; Mr. Jitesh C. Jhankharia, Asst. Vice President; Mr. Kamal Rathi, Sr. General Manager of the Company who shall sign the same in token thereof."

For UltraTech Cement Limited

Sanjeeb Kumar Chatterjee
Company Secretary

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514/13454
Tuesday,November 19 ,2019
10:33 AM

पावती

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

पावती क्रं.: 14459 दिनांक: 19/11/2019

गावाचे नाव: **अंधेरी**
दस्तऐवजाचा अनुक्रमांक: बदर18-13454-2019
दस्तऐवजाचा प्रकार : पॉवर ऑफ अॅटर्नी
सादर करणाऱ्याचे नाव: **अल्ट्राटेक सिमेंट लिमिटेड - कंपनी तर्फे सिनियर जनरल मॅनेजर श्री. कमल राठी**
--

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 440.00
पृष्ठांची संख्या: 22	
एकूण:	रु. 540.00

आपणास मूळ दस्त ,**थंबनेल प्रिंट,सूची-२ अंदाजे**
10:41 AM **ह्या वेळेस मिळेल.**

Joint S.R. Andheri-7

बाजार मुल्य: रु.1 /-
मोबदला रु.0/-
भरलेले मुद्रांक शुल्क : रु. 500/-

सह. दुय्यम निबंधक, अंधेरी क्र. ७
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: eChallan **रक्कम:** रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008433312201920E दिनांक: 19/11/2019
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.440/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1811201906308 दिनांक: 19/11/2019
बँकेचे नाव व पत्ता:

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 20/11/2019

Certified True Copy
For Ultratech Cement Limited

Sanjeeb Kumar Chatterjee
Company Secretary

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CHALLAN
MTR Form Number-6

GRN MH008432654201920E	BARCODE	Date 18/11/2019-11:14:47	Form ID

Department Inspector General Of Registration		Payer Details	
Type of Payment Non-Judicial Stamps Purchase of Franking Code SoS Mumbai only		TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name BDR18 __JT SUB REGISTRAR ANDHERI 7		Full Name	ULTRATECH CEMENT LIMITED
Location MUMBAI			
Year 2019-2020 One Time		Flat/Block No.	B WING AHURA CENTRE 2ND FLOOR
Account Head Details	Amount In Rs.	Premises/Building	
0030045501 Amount of Tax	500.00	Road/Street	MAHAKALI CAVES ROAD ANDHERI EAST
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 9 3
		Remarks (If Any)	STAMP DUTY PAID ON POWER OF ATTORNEY
Total	500.00	Amount In Words	Five Hundred Rupees Only

Payment Details STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No	00040572019111879233	IK0AHZZXV9
Cheque/DD No.		Bank Date	RBI Date	18/11/2019-11:24:15	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9708892855
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 7 MUMBAI SUBURBAN DIST. (BANDRA)

बदर - १८ IV
१३४११ | १ | २२
२०१९

Company Secretary

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CHALLAN
MTR Form Number-6

GRN	MH006433312201920E	BARCODE		Date	18/11/2019-11:22:53	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fees Ordinary Collections IGR	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	BDR18 __JT SUB REGISTRAR ANDHERI 7	Full Name	ULTRATECH CEMENT LIMITED
Location	MUMBAI		
Year	2019-2020 One Time	Flat/Block No.	B WING AHURA CENTRE 2ND FLOOR
		Premises/Building	
		Road/Street	MAHAKALI CAVES ROAD ANDHERI EAST
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 9 3
		Remarks (If Any)	PAN2=~PN=VIVEK AGARWAL~CA=
		Amount In Words	One Hundred Rupees Only

Account Head Details	Amount In Rs.
0030063301 Amount of Tax	100.00
Total	100.00

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572019111880389	IK0AIAAML0
Cheque/DD No.		Bank Date	RBI Date	18/11/2019-11:24:23	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :
Mobile No. : 9702292855

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

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 7 MUMBAI SUBURBAN DIST. (MAHARASHTRA)

बदर - १८ IV
१३५५ | ७ | २२
२०१९

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CHALLAN
MTR Form Number-6

GRN	MH008432654201920E	BARCODE		Date	18/11/2019-11:14:47	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Non-Judicial Stamps Purchase of Franking Code SoS Mumbai only	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	BDR18 _JT SUB REGISTRAR ANDHERI 7	Full Name	ULTRATECH CEMENT LIMITED
Location	MUMBAI		
Year	2019-2020 One Time	Flat/Block No.	B WING AHURA CENTRE 2ND FLOOR
Account Head Details	Amount in Rs.	Premises/Building	
0030045501 Amount of Tax	500.00	Road/Street	MAHAKALI CAVES ROAD ANDHERI EAST
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 9 3
		Remarks (If Any)	STAMP DUTY PAID ON POWER OF ATTORNEY
		Amount In Words	Five Hundred Rupees Only
Total	500.00		

DEFACED ₹500.00 DEFACED

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 7 MUMBAI SUBURBAN DIST. (M.S.)

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572019111879233	IK0AHZZXV9
Cheque/DD No.		Bank Date	RBI Date	18/11/2019-11:24:15	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :
Mobile No. : 9708892855
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलान केवल दस्तम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-514-13454	0004358001201920	19/11/2019-10:33:22	IGR555	500.00
			Total Defacement Amount		500.00

बदर-१८ IV
9388 3 22
२०१९

Print Date 19-11-2019 10:36:51

सह. दुय्यम निबंधक, अंधेरी क्र. १७

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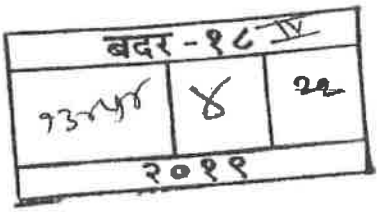
THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 7
MUMBAI SUBURBAN DIST.


बदर - १८ IV
२०१९

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Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1811201906308	Receipt Date	19/11/2019

Received from ULTRATECH CEMENT LTD, Mobile number 9708892855, an amount of Rs.440/-, towards Document Handling Charges for the Document to be registered on Document No. 13454 dated 19/11/2019 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.

DEFACED
₹ 440
DEFACED

Payment Details

Bank Name	KKBK	Payment Date	18/11/2019
Bank CIN	10004152019111805085	REF No.	0097403866
Deface No	1811201906308D	Deface Date	19/11/2019

This is computer generated receipt, hence no signature is required.

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 7 MUMBAI SUBURBAN DIST. (BANDRA)

बदर - १६ ब
१३५४ ५ २०१९

सह. दुय्यम निबंधक, अंधेरी क्र. ७

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बदर - १८ IV		
९३४५	६	२२
२०१९		

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POWER OF ATTORNEY

KNOW ALL MEN by these presents that UltraTech Cement Limited, a Company incorporated and registered under the provisions of the Companies Act, 1956 and having its office at 'B' Wing, Ahura Centre, 2nd Floor, Mahakali Caves Road, Andheri (E), Mumbai 400 093 (hereinafter called 'the Company') do hereby nominate, constitute and appoint Mr. Vivek Agrawal, Son of Mr. Kailash Chandra Agrawal, Group Executive President and Chief Marketing Officer of the Company as true and lawful attorney of the Company to (without prejudice to the generality of the powers exercisable by him as Group Executive President and Chief Marketing Officer) do, perform and execute in particular, the following acts, matters, deeds and things mentioned hereunder in connection with work connected with the Company, via:-

Operation of banking facilities	1	To open, continue, operate and close all the bank accounts of the Company, whether current, fixed deposits, savings, overdrafts, cash credit or any other accounts including Safe Deposit Locker(s) with any Bank or Banks and to represent the Company in any dealings with any Bank or Banks and to pay into the account or accounts any moneys, received in the course of the business of the Company and withdraw amounts standing to the credit of any such account or accounts and to sign, execute or endorse all cheques, hundies, pay orders, bills of exchange, Usance Bills, Promissory Notes and other negotiable instruments, cash, bank and journal vouchers and to execute agreements, indemnities, Guarantees and similar other documents required to avail of the credit facilities from the company's Bankers in the usual course of business of the Company.
Execute property documents on behalf of the Company	2	To sign and execute sale or purchase or contract for purchase or sale, in ordinary course of business, of any immovable property for an amount not exceeding Rs. 50 crores in a single transaction, for and on behalf of the Company which are / will be necessary or useful for the business of the Company and to take possession of land and to execute lease agreement(s), lease-cum-sale agreement(s) or any other agreement(s)/undertakings or deeds or documents as may be required in connection with taking possession of the land for the Company's projects.
Purchase or lease, hire purchase movable or immovable property or asset	3	To sign, execute and register any deed / document / agreement for purchase, take on lease, leave and licence, hire purchase, deferred sale or otherwise acquire any moveable property or immoveable property and assets for an amount not exceeding Rs. 50 crores in a single transaction and whether tangible or not in the name of the Company and on behalf of the Company.
Apply for Mining Leases	4	To apply for prospecting license(s) and/or mining lease(s) for acquiring mining rights relating to different minerals and in relation thereto, to sign applications, lease agreements, execute bonds / undertakings in favour of Statutory / Regulatory bodies and any other agreement(s), undertaking(s) or deed(s) or document(s) as may be necessary and to do similarly for the purposes of renewing the existing mining leases under the provisions of the Mines Act, 1952; Coal Mines (Special Provisions) Act, 2015, Mines and Minerals (Development and Regulation) Act, 1957 and Rules and Regulations made thereunder including any amendment, modification or re-enactment thereof.
Sign, Endorse, Cheques, negotiable instruments,	5	To sign, endorse, accept, execute or authenticate all cheques, hundies, pay orders, bills of entry, bills of exchange, usance bills, pro-notes, bills and delivery orders, negotiable instruments, stock report, vouchers including journal vouchers, debit and credit notes, receipts or discharges

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 7 * सह दुय्यम निबंधक अंधेरी क्र. ७ * तालुका उपनगर, जिल्हा (उपनगर) * MUMBAI SUBURBAN DIST. (BANDRA)

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Railway Receipts		whether for money or for goods, balance confirmation, acknowledgements, assignments of insurance policies and or cover notes, bills of lading, railway receipts, motor receipts, and other documents of title of goods and letters of credit, counter guarantee, trust receipt and other documents.
Receive money from Government Department	6	To withdraw moneys payable to or due to the Company from the Government authorities or any other department of the Government of India or State Government or any other public authority.
Register with various authorities	7	a) To apply for the registration and to deal with all matters relating to Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, Union Territory Goods and Services Tax Act, 2017, Central Excise Act, 1944, Entry Tax, Service Tax, Octroi and other Statutory Authorities in any State / Union Territory and to obtain various concessions / benefits by way of exemption and/or deferment of electricity duty and any other levies and taxes from the concerned statutory authorities and to avail incentives provided by the Central / State Government(s) under the various schemes and to appear and act on behalf of the Company before all such authorities. b) To make, sign, execute and file all statutory declaration forms, applications or any other documents expedient or necessary to be made, signed or to be presented or filed in relation to any of the purposes aforesaid and to receive back such documents. c) To receive notice from Statutory Authorities and to reply the same. d) To collect any statutory forms from the Sales Tax Department and any other departments, as and when required.
Purchase and sell raw materials, auxiliary materials, packing materials, plant and machinery etc.	8	To purchase or contract for purchase and to take or give on loan hire purchase, lease in any part of India or elsewhere, for immediate or future delivery of raw materials, auxiliary materials, packing materials and all plant and machinery, stores materials, chemicals, spares and things and other articles and things, necessary or desirable to enable the Company to carry on its normal activities in the ordinary course of business (hereinafter for brevity's sake referred to as "The Said Goods and Things") and to sell back, resell or to send for sale to any part of India or elsewhere all or any of the Said Goods and Things.
Provide loans to Suppliers	9	In order to purchase and/or contract for purchase as provided in the preceding clauses, to make advances and/or loans in the ordinary course of business to the suppliers of the Said Goods and Things on such terms and conditions as are usual or as may accord with the practices and customs of the market.
Appoint Brokers Stockists, Sales Promoters, Agents etc.	10	To sell or contract for sale in the ordinary course of business in any part of India or elsewhere for immediate or future delivery of the Company's products and to appoint brokers, stockists, sales promoters, agents etc. for this purpose and to settle the terms and conditions of their services and remuneration and to terminate or vary any such appointment
Maintain movable and immovable property	11	To get repaired and keep in repairs movable and immovable properties, plant and machinery of the Company, and to insure the same against damage by fire, tempest, accident, riot, lightning and other risks and also to use and take all such lawful ways and means as may be necessary for defending and protecting the said movable and immovable properties, plant and machinery of the Company.

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Sign correspondence and returns for Customs, Goods and Services Taxes, etc.	12	To sign correspondence, statements, returns, applications, sales bills and invoices, and/or other forms including AR-I Form as required or necessary under the Central Excise Act, 1944, Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, Union Territory Goods and Services Tax Act, 2017, and/or Customs Laws and Rules framed thereunder and also to sign the accounts and Registers maintained by the Company for the purpose of the excise, Service Tax and Customs as and when necessary or required by the concerned Authorities, and attest any corrections which may be made in the said accounts, registers, statements, returns, applications forms and other records.
Sign papers for trade mark, patents, copyrights etc.	13	To make, sign, execute, swear, declare, register and advertise all declarations, affidavits, applications or writings and to do all acts, deeds and things whatsoever usual, necessary or expedient for the due registration and protection of any trade marks, trade names, designs, brands, labels or rights, patents, copyrights belonging to or used by or hereafter to belong to or to be used by the company and to give evidence or attend to any proceedings before any competent authority under the relevant law for the time being in force.
Vote at and represent the Company at meetings of other Company(s)	14	To vote at and otherwise represent the company at the meetings of any Company, Society, Club or Associations, of which the company may be a member or at the meeting of any committee or commission appointed by the Government in which the company may be interested.
Sign papers and documents	15	To finalise, negotiate, sign (including by way of digital signature), execute and deliver on behalf of the Company all papers, applications, letters, forms, undertakings, returns, deeds, documents, writings, correspondence, agreements including mining lease agreement, fuel supply agreement for sourcing of fuel for the Company, receipts, bills of lading, forwarding notes, railway receipts, customs house warrants and other documents of Title and all other deeds and assurance and documents, as may be required from time to time, with / to various authorities, including central / state government, municipal authorities, pollution control boards, excise and customs departments, good and service tax authorities, electricity and telephone authorities, railways and/or any other firms, bodies corporate or agencies and to take all steps as may be required in this regard and to receive the benefits and the incentives, including subsidy and interest-free loan from the banks / financial institutions / concerned authorities / agencies of the Central / State Government(s) and to deal in power through energy exchanges or private parties for the due completion and performances of all transactions in the ordinary course of business of the Company and to make / sign applications, submit expression(s) of interest / bid / application for any tenders floated by the Central / State Government(s) or any statutory / regulatory authority(ies) or corporation or any other entity, government or non-government.
Sign papers and documents for raw materials	16	To finalise, negotiate, sign (including by way of digital signature), execute and deliver on behalf of the Company all papers, applications, letters, forms, undertakings, returns, deeds, documents, writings, correspondence, agreements, fuel supply agreement etc. for participation in all types of auction including e-auction, spot e-auction, linkage auction or by any other method for fly ash, coal and coal mines, limestone mines,

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limestone block or any other raw material and fuel from Coal India Limited and / or its subsidiaries, associates and any other entities or the Central / State Government(s) or any statutory / regulatory authority(ies) or corporation or any other entity, government or non-government and registering the name of the Company for the said purposes with Coal India Limited and /or its subsidiaries, associates and any other entities or the Central / State Government(s) or any statutory / regulatory authority(ies) or corporation or any other entity, government or non-government and to submit applications, expression(s) of interest / bid(s) / application(s) for tenders including e-tenders digitally or otherwise with or without digital signature floated by Coal India Limited and its subsidiaries, associates and any other entities or the Central / State Government(s) or any statutory / regulatory authority(ies) or corporation or any other entity, government or non-government, for purchase of fly ash, coal and coal mines, lime stone mines, limestone block, or and any other raw material and fuel that are required for manufacturing of cement..

Recovery of Dues

17 In the name of the Company and on its behalf to ask, demand, sue for, recover and/or receive from any person, any body politic and/or corporate whom it shall or may concern, all sums of money debts, dues, good(s), ware(s), merchandise, chattel(s), effect(s) and/or thing(s) of whatsoever nature or description, which now are or which at any time, during the subsistence of these presents, shall or may have or become due, owing and/or belonging to the Company in or by any right, title, ways or means howsoever, or otherwise become due or payable to the Company and upon receipt therefore or of any part thereof in the name of the Company or in his name or otherwise as the case may require to make, sign, execute and deliver such receipts, release or other discharges for the same respectively as the Attorney shall think fit or be advised.

Examination of records and compliance

18 To examine all books, papers, documents or other records relating to the business of the Company in possession of any third party and where such books, papers, documents and/or other records is/are the property of the Company to take possession of the same and to ensure compliance with the provisions of all legislations governing the affairs of the Company (including provisions relating to corporate governance) and to do all such acts, deeds and/or things as may be necessary or expedient to ensure compliance with such laws, as also to appear and represent the Company before any officer, authority court of law, and/or bench appointed under any such laws for the time being in force.

Commence and carry on legal proceedings

19 To commence, prosecute, enforce, withdraw, defend, answer, oppose or appear or appeal in, all actions and other legal proceedings and demands whether civil, criminal, political, administrative or revenue, or proceedings relating to customs or excise duties, Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, Union Territory Goods and Services Tax Act, 2017, income tax, professional tax and/or all taxes on income or otherwise, insolvency and bankruptcy matters and to accept service of notices and/or processes relating to any of the aforesaid matters and/or any other matters in which the Company is or hereafter becomes interested or concerned and also if thought fit to compromise, refer to arbitration, submit to judgement, proceed to judgement and execute or become non-suited in any such action or proceedings as aforesaid and also to enforce by execution, attachment distress, suit or otherwise any decree or award in favour of the Company, and to defend or resist any such process issued against the Company, and in any such action or proceedings as aforesaid to retain, employ, engage and remunerate advocates, attorneys, chartered accountants,

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vakils and pleaders and to sign and give warrants, vakalatnamas and other necessary authorities and to revoke such retainers and authorities from time to time at pleasure.

Appear before courts, etc.

20 To appear, represent before all and every or any Court(s), Tribunals, Magistrates, Government or Public Officer(s), customs, excise, abkari, electricity board, revenue, railway, police, Port Trust, Improvement Trust, income tax, goods and service tax, Reserve Bank of India, Import of Foreign Trade Control authorities or Export Promotion Council, Central / State regulatory authorities and any other authorities whatsoever and to make, sign, execute, swear, declare, register and advertise all declarations, affidavits, applications, letters, papers and writings and to do all acts, deeds or things whatsoever necessary or expedient for the business of the Company under Factories Act, 1948, Payment of Wages Act, 1936, Indian Boilers Act, 1923, Explosives Act, 1884, Employees State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Electricity Act, 2003, Legal Metrology Act, 2009, Motors Vehicles Act, 1988, Income Tax Act, 1961, Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, Union Territory Goods and Services Tax Act, 2017, Professional Tax, Indian Telegraph Act, 1885, Insolvency and Bankruptcy Code, 2016, Foreign Exchange Management Act, 1999, Mines Act, 1952, Coal Mines (Special Provisions) Act, 2015, Mines and Minerals (Development and Regulation) Act, 1957 and/or Companies Act, 2013, Insolvency and Bankruptcy Code, 2016, rules and/or regulations of the above mentioned Acts and any other Acts, rules, regulations and/or notifications of the Central Government or State Government, Municipal Bodies, Excise, Reserve Bank of India or Customs or Import Trade Control Authorities or Foreign Trade Control Authorities, or Export Promotion Councils and to appear on behalf of the Company before any authority under the above mentioned laws, rules or notifications and to represent the Company in all correspondence matters and proceedings before them of any nature whatsoever.

Sign papers for registration

21 To make, sign, execute, swear, declare, register and advertise all declarations, affidavits, applications, letters, papers, petition and writings and to do all acts, deeds or things whatsoever necessary or expedient for the business of the Company under Factories Act, 1948, Payment of Wages Act, 1936, Indian Boilers Act, 1923, Explosives Act, 1884, Employees State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Electricity Act, 2003, Motor Vehicles Act, 1988, Legal Metrology Act, 2009, Income Tax Act, 1961, Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, Union Territory Goods and Services Tax Act, 2017, professional tax acts, Indian Telegraph Act, 1885, Insolvency and Bankruptcy Code, 2016, Foreign Exchange Management Act, 1999, Mines Act, 1952, Coal Mines (Special Provisions) Act, 2015, Mines and Minerals (Development and Regulation) Act, 1957, Companies Act, 2013, Insolvency and Bankruptcy Code, 2016 and/or any other acts, rules and/or notifications of by Central Government and/or State Government(s), municipal body(ies), excise, Reserve Bank of India, customs, Import Trade Control Authorities or Foreign Trade Control Authorities or Export Promotion Councils and to appear on behalf of the Company before any authority under the above mentioned laws, rules or notifications and to represent the Company in all correspondence matters and proceedings before them of any nature whatsoever.

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 7 MUMBAI URBAN DIST. (MUMBAI)

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UltraTech Cement Limited

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Appear before registering authorities	22	To appear before any registrar or sub-registrar or any other registering officer or authority and to present for registration any deed or document already executed or signed or which may hereafter be executed and signed on the Company's behalf and to admit the execution of such document or documents and otherwise to do all acts deeds matters and things to get such deed or documents registered according to law.
Settlement of claims	23	To adjust, settle, compromise or submit to arbitration any accounts, debts, claims, demands or disputes touching any of the matters herein provided for or any other matters which are now subsisting or may hereafter arise between the Company or between the Attorney on the one hand and any other person, firm, company or corporation on the other hand to give time for payment to any of the debtors of the firm.
Execute Bonds	24	To execute any bond or bill for and on behalf of the Company as required under any law or statute or rules or regulations of Central Government, State Government or any competent or concerned authority, body or association in the forms prescribed under any such law, statute, rules or regulations or otherwise.
Supervise the working of the Company	25	To look after and supervise the working of the Company and to do or cause to be done all such acts, deeds, things as may be necessary or expedient to ensure smooth working of offices and establishments of the Company
To negotiate with Trade Unions and Federations	26	To negotiate with the workers and employees of the Company or with the trade unions or federations, on demands made by such workmen and employees and to participate in all proceedings relating to the industrial matters, before the labour officers, conciliation officers, labour commissioners, labour tribunals, industrial tribunals, wage board and other authorities appointed by the Central or State Government and to agree to refer such disputes to arbitrator or to industrial court or tribunal and to make on behalf of the Company suitable or necessary representations and to present the case of the Company and to agree and come to any settlement with such workmen, employees, trade unions or federations as the attorney may in this discretion deem fit.
Grant loans	27	To grant advances and loans to officers, members of the staff, workmen, employees and servants of the Company in such amounts, from time to time, as the Attorney may think fit, provided that such loans and advances shall be given for the specific purpose and upto the limits as decided by the board of directors of the Company from time to time, subject to the restrictions as per other legal promulgations.
Appoint Officers, Staff and Workmen	28	To appoint officers, executives and other employees of the Company in accordance with the rules, policies and guidelines specified by the Company from time to time and to settle terms and conditions of their services and to terminate or vary the terms of any such appointment including payment of bonus, gratuity, perquisites and other allowances and also to employ, engage and appoint workmen and employees on lower grades and to terminate or vary the terms of their appointment as aforesaid, to allocate from time to time duties and functions to such officers, executives, staff, workmen and employees and to implement, enforce and otherwise give effect to Industrial Awards and settlement.
Apply for licence(s) etc.	29	To apply for, in any State in India or to Government of India, and obtain and renew certificates of approval prospecting licenses, mining leases, import licenses, licenses under the Industries (Development and

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 6 MUMBAI SUBURBAN DIST. (MAHARA.)

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Regulation) Act, 1951 Foreign Investment Facilitation Portal, Export Promotion Council etc, for setting up industrial undertakings, for all matters relating to the grant of mineral concession(s) to the Company, sanctions of the Reserve Bank of India and/or the Government of India and in respect of all matters requiring the sanction of the State Governments and in general all licenses, permits, agreements etc. with the Governments that may be necessary for carrying on the Company's business and to execute the aforesaid documents on behalf of the Company.

Acquire premises for Company's requirements

30 To acquire on rent or otherwise such premises as may be necessary for the purpose of the Company's offices, godowns, depots, show-rooms and similar other uses and to maintain and keep in repairs such premises and to insure the same against damage by fire, tempest, accident, riot, lightning and other risks and also to use and take all such lawful ways and means as may be necessary for defending and protecting such premises.

Travel outside India

31 To travel outside India for sponsoring new projects, export promotion, purchase and sale of machinery, spare parts and for other routine matters of the Company.

Delegation.

32 For better and more effectively doing, effectuating, executing and performing of the several matters and things herein contained, to delegate all or any of the powers and authorities herein contained to be exercised of such power or authorities by the said Attorney.

Concur and join

33 To concur in doing any of the acts and things herein mentioned in conjunction with any other person or persons similarly authorized.

34 GENERALLY to do all such acts and things as may be conducive or incidental to the exercise of the powers and authorities hereby given AND, THE COMPANY DO HEREBY AGREES to ratify and confirm all acts, deeds and things as our said Attorney shall lawfully do or cause to be done during the continuance of these presents in respect of the matters aforesaid by virtue hereof.

This Power of Attorney shall cease to be operative on the expiry of three years from the date thereof.

THE SEAL OF THE JOINT SUB REGISTRAR AMGHERIA No. 1 NORTH 24 PARGANAS DIST. (BARRACKPUR)

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IN WITNESS WHEREOF the Common Seal of UltraTech Cement Limited has been hereunto affixed this 19th day of November Two Thousand Nineteen.

Common Seal of UltraTech Cement Limited has hereunto been affixed pursuant to the Resolution passed by the Finance Committee of the Board of Directors of the Company on 24th April, 2019 in the presence of:

Mr. Saurabh Chakravarty, Joint President Finance

and

Mr. Kamal Rathi, Sr. General Manager who have signed in token thereof.

Saurabh Chakravarty
Joint President - Finance.

KAMAL RATHI
SR. GENERAL MANAGER

Signed and Delivered by UltraTech Cement Limited through its Authorised Signatories

Mr. Saurabh Chakravarty, Joint President – Finance;

For [illegible]
[illegible]hakravarty
[illegible]nt - Finance

Left hand Thumb impression and photograph of Mr. Saurabh Chakravarty, Joint President Finance,

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and

Mr. Kamal Rathi, Sr. General Manager;

Left hand Thumb impression and photograph of Mr. Kamal Rathi, Sr. General Manager of the Company,

Signature of the constituted Attorney

Vivek Agrawal
Group Executive President and Chief Marketing Officer

Left hand Thumb impression and photograph of Mr. Vivek Agrawal, Group Executive President and Chief Marketing Officer

Before Me

In Presence of :-

1. SUSHANT MADAN

2) Satish Khandkar

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ADITYA BIRLA

UltraTech

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 7 MUMBAI SUBURBAN DIST. (MAHARASHTRA)

CERTIFIED TRUE COPY OF EXTRACT OF THE RESOLUTION PASSED BY THE FINANCE COMMITTEE OF THE BOARD OF DIRECTORS OF THE COMPANY AT ITS MEETING HELD ON 24TH APRIL, 2019

"RESOLVED THAT the Company do issue / renew Power of Attorney(s) in favour of:

- Mr. Vivek Agrawal, Group Executive President and Chief Marketing Officer;

for a period of 3 years as per the draft circulated with the Agenda and tabled at the meeting, initialled by the Company Secretary for the purpose of identification.

RESOLVED FURTHER THAT any two Directors of the Company or any one Director alongwith any one of the following Officers of the Company viz. Mr. Mukesh B. Agarwal, Executive President; Mr. Saurabh Chakravarty, Joint President – Finance; Mr. Sanjeeb Kumar Chatterjee, Company Secretary; Mr. Nilesh Garg, Vice President; Mr. Jitesh C. Jhankharia, Asst. Vice President; Mr. Kamal Rathi, Sr. General Manager, or any two of the abovementioned Officers of the Company, acting jointly, be and are hereby authorised to execute the Power of Attorney and to appear before any Registrar or Sub-Registrar or any other registering officer or authority and to present for registration the said Power of Attorney(s) already executed or signed or which may hereafter be executed and signed on the Company's behalf and to admit the execution of such Power of Attorney and otherwise to do all acts, deeds, matters and things to get the said Power of Attorney registered in accordance with law.

RESOLVED FURTHER THAT the Common Seal of the Company be affixed on the Power of Attorney(s) in the presence of any one Director and Mr. Sanjeeb Kumar Chatterjee, Company Secretary or any two of the following Officers of the Company viz. Mr. Mukesh B. Agarwal, Executive President; Mr. Saurabh Chakravarty, Joint President – Finance; Mr. Sanjeeb Kumar Chatterjee, Company Secretary; Mr. Nilesh Garg, Vice President; Mr. Jitesh C. Jhankharia, Asst Vice President; Mr. Kamal Rathi, Sr. General Manager of the Company who shall sign the same in token thereof."

For UltraTech Cement Limited

Sanjeeb Kumar Chatterjee
Company Secretary

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 7 MUMBAI SUBURBAN DIST. (MAHARASHTRA)

UltraTech Cement Limited

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MTNL

महानगर टेलीफोन निगम लिमिटेड, मुंबई
MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI

MTNL MUMBAI GST NO: 27AAACM8259I1ZS

Name & Address:	Installation Address :-	बिल की अवधि Billing Period	01/03/2019 to 31/03/2019
ULTRATECH CEMENT LIMITED SECOND FLOOR B WING, AHURA CENTRE MAHAKALI CAVES ROAD ANDHERI EAST MUMBAI 400093 State : MAHARASHTRA State Code 27	SECOND FLOOR B WING, AHURA CENTRE MAHAKALI CAVES ROAD MUMBAI 400093	अंतिम तारीख Due Date	30/04/2019
28314817 Customer GSTNUIN :- 27AAACU8442L2Z9		देय राशि Amount Payable	1929.00

20803871182084842331070420190000001929

टेलीफोन नं Telephone No.	खाता संख्या CA NO.	बिल नम्बर Bill No.	बिल की तारीख Bill Date	श्रेणी कोड Category Code	शुल्क योजना Tariff Plan	ग्रुप कोड Group Code	ब्रॉडबैंड शुल्क योजना Broadband Tariff Plan
28314817	20803871 18	MLCB2084842331	07/04/2019	MDN BNA	MTNL Ex MDN BNA		

ग्राफिक मीटर रीडिंग Opening Meter Reading	अंतिम मीटर रीडिंग Closing Meter Reading	मीटर काल Metered Calls	डेबिट काल Debit Calls	क्रेडिट काल Credit Calls	फ्री काल Free Calls	बिलिंग काल शुल्क Net Calls Chargeable
966113	966113	0	0	0	0	0

Other Debit Details :

Charge_desc	From_dt	Amount
MONTHLY SERVICE CHRG-MDN	28/03/2019	666.00

Outstanding Bills:

Bill no.	Bill dt	Amount
2182M1546	07/10/2017	585

Details of Payments received after last bill:

BillDate	BillAmnt	DueDate	PaidDate	PaidAmnt
07/03/2019	585	28/03/2019	27/03/2019	585.00

HSN CODE / एच एस एन कोड :- 9984

वर्तमान शुल्क विवरण Current Charges Details		राशि पये में Amount(Rs.)
मासिक सेवा शुल्क	Monthly Service Charges	750.00
काल शुल्क	Call Charges	0.00
ब्रॉडबैंड मासिक सेवा शुल्क	Broadband Monthly Service Charges	0.00
ब्रॉडबैंड उपयोग शुल्क	Broadband Usage Charges	0.00
मासिक सी पी ई सेवा शुल्क	Monthly CPE Service Charges	0.00
अन्य	Other Taxable Debits	[illegible]
अन्य	Other Taxable Credit	[illegible]
कुल कर योग्य मूल्य	Total Taxable Value	[illegible]
सीजीएसटी @ 9%	CGST @ 9%	[illegible]
एसजीएसटी @ 9%	SGST @ 9%	[illegible]
आय सेवाकर 18%	IGST @ 18%	[illegible]
अन्य गैर कर योग्य शुल्क	Other Non Taxable Debit	[illegible]
अन्य गैर कर योग्य	Other Non Taxable Credit	[illegible]
देय राशि इस बिल में दिए गए नवीनतम तारीख तक भुगतान करें	Total payable By or Bill with latest date for this bill	1929.00

Surcharge of Rs. 40/- will be charged in the next bill, if paid after due date along with GST.(E & O.E).

Website: http://ultratech.mtnl.net.in

Cheque may be drawn in favour of MTNL MUMBAI CA NO 20803871 18

JOINT SUB REGISTRAR ANDHERI No.7 सह निबंधक अंधेरी क्र. ७ MUMBAI SUBURBAN DIST. (BANDRA) उपनगर, जिल्हा (बांद्रा)

MTNL Quick Bill Payment Services
*No need to remember C.A. Number

COUNTER FOIL

Mahanagar Telephone Nigam Limited. Mumbai.Detach and enclose this slip with your Payment

20803871182084423310704201900001929

CA No.	Bill No	Due Date	Amount Payable
20803871 18	MLCB2084842331	30/04/2019	1929.00
Telephone No.	Bill Period		Bill Date
28314817			07/04/2019

बंदर - १८ IV

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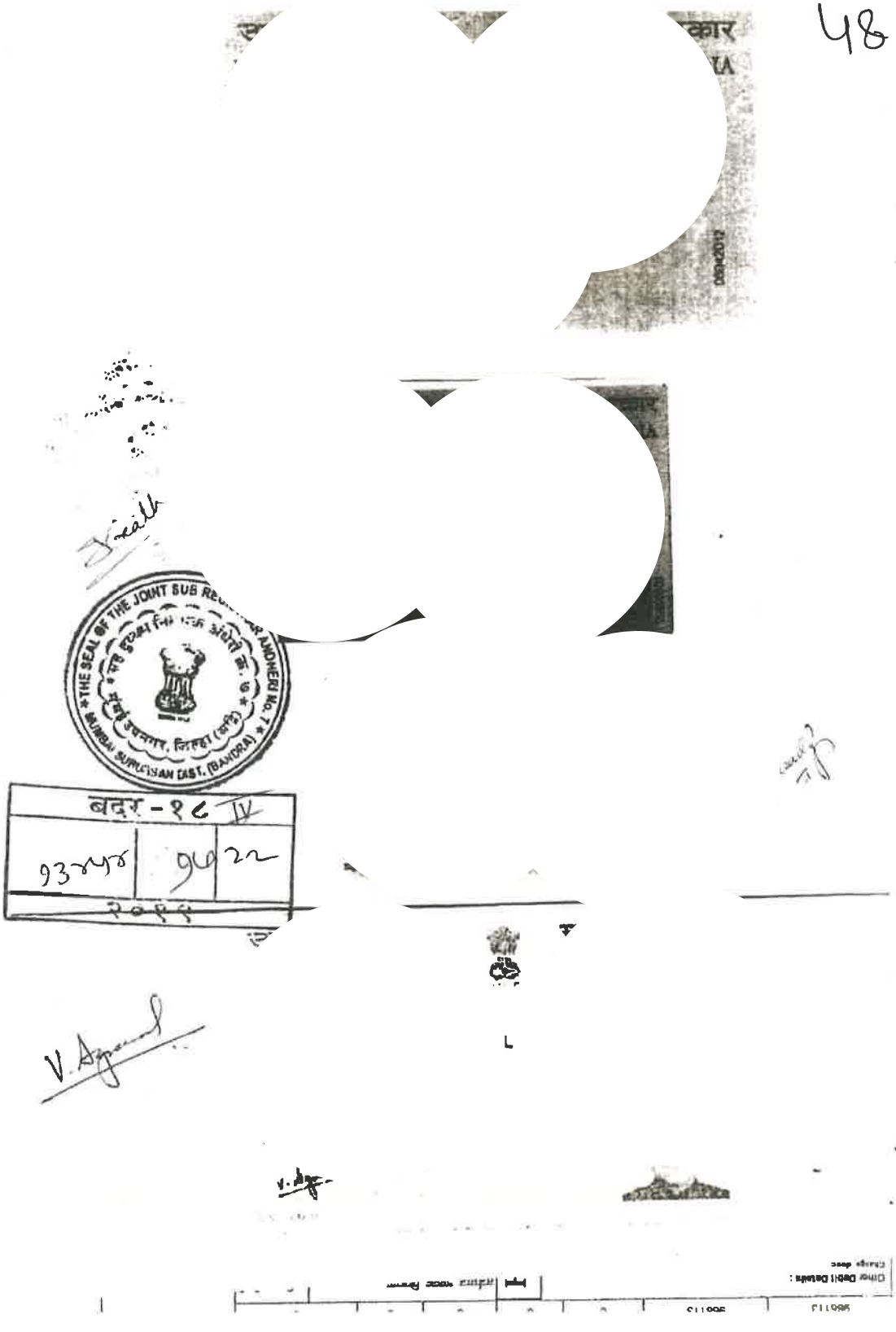
THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 7
MUMBAI SUBURBAN EAST. (BANDRA)
बदर - १८
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INFO

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authentication online.
- This is electronic

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REGISTRAR ANDHERI NO. 1 & 2

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मेरा .

V. Agrawal

बदर - १८ IV

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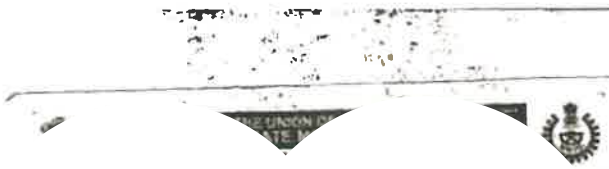
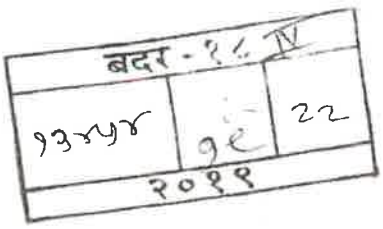


THE SEAL OF THE JOINT
MUMBAI SUBURBAN DIST. (MAH.)


बदर - १८ IV
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Summary1 (GoshwaraBhag-1)

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514/13454
मंगळवार,19 नोव्हेंबर 2019 10:33
म.पू.

दस्त गोषवारा भाग-1

बदर18
दस्त क्रमांक: 13454/2019

दस्त क्रमांक: बदर18 /13454/2019

बाजार मुल्य: रु. 01/- मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. बदर18 यांचे कार्यालयात
अ. क्रं. 13454 वर दि.19-11-2019
रोजी 10:20 म.पू. वा. हजर केला.

पावती:14459 पावती दिनांक: 19/11/2019

सादरकरणाराचे नाव: अल्ट्राटेक सिमेंट लिमिटेड - कंपनी तर्फे सिनियर जनरल मॅनेजर श्री. कमल राठी - -

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 440.00
पृष्ठांची संख्या: 22	
एकुण:	540.00

दस्त हजर करणाऱ्याची सही:

Joint S.R. Andheri-7
सह. दुय्यम निबंधक, अंधेरी क्र. ७

Joint S.R. Andheri-7
सह. दुय्यम निबंधक, अंधेरी क्र. ७

दस्ताचा प्रकार: पॉवर ऑफ अॅटर्नी

मुद्रांक शुल्क: (48-ड) जेव्हा त्यामुळे एका व्यक्तीला एकापेक्षा अधिक संव्यवहारांत किंवा सरसहा काम चालविण्याचा प्राधिकार मिळत असेल तेव्हा

शिक्का क्रं. 1 19 / 11 / 2019 10 : 20 : 24 AM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 19 / 11 / 2019 10 : 21 : 33 AM ची वेळ: (फी)

प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत अमलेल्या तरतुदीनुसार नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीदारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे

लिहून घेणारे

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 7 सह दुय्यम निबंधक अंधेरी क्र. ७ मुंबई उपनगर, जिल्हा (मुंबई) MUMBAI SUBURBAN DIST. (MAHARASHTRA)

बदर - १८

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Summary-2

 52

19/11/2019 10 36:25 AM

दस्त नोंदणी भाग-2

बदर18
दस्त क्रमांक:13454/2019

दस्त क्रमांक :बदर18/13454/2019
दस्ताचा प्रकार :-पॉवर ऑफ अॅटर्नी

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	ठसा
1	नाव:अल्ट्राटेक सिमेंट लिमिटेड - कंपनी तर्फे सिनियर जनरल मॅनेजर श्री. कमल राठी - - पत्ता:-, दुसरा मजला, बी विंग, अहुरा सेंटर , -, महाकाली केव्हज रोड अंधेरी पूर्व मुंबई, कःआक़ाळा ईड्क, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AAACL6442L	कुलमुखत्यार देणार वय :-42 स्वाक्षरी:-	
2	नाव:अल्ट्राटेक सिमेंट लिमिटेड - कंपनी तर्फे जॉईंट प्रेसिडेंट - फायनान्स श्री. सौरभ चक्रवर्ती - - पत्ता:-, दुसरा मजला, बी विंग, अहुरा सेंटर , -, महाकाली केव्हज रोड अंधेरी पूर्व मुंबई, चकाला एमआईडीसी, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AAACL6442L	कुलमुखत्यार देणार वय :-47 स्वाक्षरी:-	
3	नाव:अल्ट्राटेक सिमेंट लिमिटेड - कंपनी तर्फे अॅटर्नी - ग्रुप एक्झिक्युटिव्ह प्रेसिडेंट अॅंड चिफ मार्केटिंग ऑफिसर श्री. विवेक अग्रवाल - - पत्ता:प्लॉट नं: -, माळा नं: 2 फ्लोर बी विंग, इमारतीचे नाव: अहुरा सेंटर , ब्लॉक नं: -, रोड नं: महाकाली केव्हज रोड अंधेरी पूर्व, महाराष्ट्र, मुंबई. पॅन नंबर:AAACL6442L	पॉवर ऑफ़ अटॉर्नी होल्डर वय :-57 स्वाक्षरी:-	

वरील दस्तऐवज करुन देणार तथाकथीत पॉवर ऑफ अॅटर्नी चा दस्त ऐवज करुन
शिक्का क्र.3 ची वेळ:19 / 11 / 2019 10 : 23 : 10 AM

ओळख:-
दस्तऐवज निष्पादनाचा कबुलीजबाब देणाऱ्या सर्व पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडताळण्यात आली आहे. त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे,

Sr. No.	Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UIDAI (N... ...der, UID,
1	कुलमुखत्यार देणार अल्ट्राटेक सिमेंट लिमिटेड - कंपनी तर्फे सिनियर जनरल मॅनेजर श्री. कमल राठी - -	19/11/2019 10:23:57 AM	
2	कुलमुखत्यार देणार अल्ट्राटेक सिमेंट लिमिटेड - कंपनी तर्फे जॉईंट प्रेसिडेंट - फायनान्स श्री. सौरभ चक्रवर्ती - -	19/11/2019 10:24:27 AM	
3	पॉवर ऑफ़ अटॉर्नी होल्डर अल्ट्राटेक सिमेंट लिमिटेड - कंपनी तर्फे अॅटर्नी - ग्रुप एक्झिक्युटिव्ह प्रेसिडेंट अॅंड चिफ मार्केटिंग ऑफिसर श्री. विवेक अग्रवाल - -	19/11/2019 10:23:38 AM	

शिक्का क्र.4 ची वेळ:19 / 11 / 2019 10 : 24 : 28 AM

शिक्का क्र.5 ची वेळ:19 / 11 / 2019 10 : 24 : 36 AM नोंदणी पुस्तक 4 मध्ये

Joint S.R. Andheri-7
सह. दुय्यम निबंधक, अंधेरी क्र. ७

EPayment Details.

sr.	Epayment Number	Defacement Number
1	1811201906308	1811201906308D
2	MH008433312201920E	0004356002201920
3	MH008432654201920E	0004356001201920

13454 /2019

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

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

बदर - १८ IV

९३५५०	22	22
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THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 7 MUMBAI SUBURBAN DIST. (MAHARASHTRA)

प्रमाणित करणेत येते की, या दस्तामध्ये एकूण ...22... पाने आहेत

सह. दुय्यम निबंधक, अंधेरी क्र. ७ मुंबई उपनगर जिल्हा

बदर-१८/९३५५०/२०१९
पुस्तक क्रमांक ४, क्रमांक.....IV.....वर नोंदला.
दिनांक : २८/११/२०१९

सह. दुय्यम निबंधक, अंधेरी क्र. ७
मुंबई उपनगर जिल्हा

(T.C.)

ANNEXURE 3/2

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दस्त क्रमांक yee/2009

9/84

Service

ed Signatory

BANK LTD.

DEED OF CONVEYANCE

THIS Deed of Conveyance is made at Mumbai this 13 of APRIL, 2009 BETWEEN **MR. BALARAM KALU DHULE** residing at Hanuman Mandir, Ram Niwas, Nagaon, Taluka Bhiwandi, District Thane hereinafter referred to as **"the Vendor"** (which expression shall unless it be repugnant to the co anin shall mean and include his legal and lawful assigns);

THE SEAL OF THE SUB REGISTRAR WADA
मुख्य निबंधक कार्यालय वाडा यांची मुद्रा

SS 49
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2 वडट
दस्त क्रमांक ५९९/२००९
AND 2184

M/s GRASIM INDUSTRIES LIMITED a company incorporated and registered under the Companies Act, 1956 and having its marketing office at A- Wing, 1st Floor, Mahakali Caves Road, Andheri (E), Mumbai 400 093 hereinafter referred to as **"the Purchaser"** (which expression shall unless it be repugnant to the context and meaning thereof shall mean and include its successors and lawful assigns).

AND

M/S. SHIVALAYA ISPAT & POWER PVT. LTD, a Company incorporated under the Companies Act, 1956 having its Registered Office at Guma-Urla road, Village Kara, District –Raipur – 493 221 hereinafter referred to as **"the First Confirming Party"** (which expression shall unless it be repugnant to the context and meaning thereof shall mean and include its successors, and lawful assigns);

AND

(i) MR. VIVEK CHANDRAKANT SOPARKAR, and (2) MR. MADHUKAR GAJANAN SOPARKAR, both agriculturist residing at Wada, Taluka Wada, Dist. Thane hereinafter jointly and severely referred to as **"the Second Confirming Party"** (which expression shall unless it be repugnant to the context and meaning thereof shall mean and include their legal heirs, executors, administrators and lawful assigns);

THE SEAL OF THE SUB REGISTRAR WADA उपनिबंधक कार्यालय वाडा यांची मुद्रा जि ठाणे DIST.THANE

WHEREAS:

1. By and under a registered Deed No. 380 dated 17th February, 2004 between Mr. Hari Parsu Dupare, Mr. Dattu Parsu Dupare, Dhamibai Gopal Chaudhary through their Power of Attorney holder Mr. Vijay Balaram Dhule of as the Vendor therein and Mr. Balaram Kalu Dhule as the

Vsoparkar
M.V. SOPARKAR

56 51

Purchaser therein three plots of Land bearing Gat No. 94/2A admeasuring 2H-44R-0P from and out of the larger property admeasuring 3H-21R-0P, Gat no. 95/6 admeasuring 0H-16R-0P and Gat No. 97/5 admeasuring 0H-20R-0P and having an assessment of Rs. 1-99 and 0-06 respectively situated at Village Vijaypur, Taluka Wada, Dist. Thane were sold, transferred and conveyed in favour of Mr. Balaram Kalu Dhule on terms and conditions and for valuable consideration set out therein.

चेंज्ड
दस्त क्रमांक ५ २२/२०
3/84

The Vendor herein thus is the absolute owner of the aforesaid plots bearing Gat Nos. 94/2A, 95/6 and 95/7 as mentioned hereinabove together with structures if any standing thereon situated at Villages Vijaypur, Taluka Wada and registration sub-district Bhiwandi and District Thane (hereinafter referred to as "**the said property**") and more particularly described in the Schedule written hereunder.

3. By a Memorandum of Understanding dated 17th July, 2008 entered into between the Vendor herein and M/s. Shivalaya Ispat & Power Pvt. Ltd., as Purchaser the Vendor agreed to sell the said property the First Confirming Party herein, on terms and conditions and for consideration recorded therein.

4. Due to certain circumstances which made the contract impossible to be performed, the First Confirming Party, approached the Purchaser herein to purchase the said property, which the Purchaser agreed to, an Agreement for Sale dated 27th March, 2009 was executed between the First Confirming Party and the Purchaser herein on certain terms and conditions and for valuable consideration as recorded therein.

THE SEAL OF THE SUB REGISTRAR WADA मुख्य निबंधक कार्यालय वाडा जि. ठाणे DIST THANE

The Second Confirming Party herein claiming certain rights over a plot of land bearing Gat No. 94/2A had filed civil proceedings in the Court at Thane for Specific Performance

of the contract and in the alternative a Decree for monetary reliefs. The Vendor herein and the Second Confirming Party herein have made joint representation to the Purchaser herein that the disputes between the Vendor and the Second Confirming Party have been amicably settled and the Second Confirming Party has upon receipt of the consideration as more particularly set out hereinafter, withdrawn all the legal proceedings pending in the Hon'ble Court at Thane. The Second Confirming Party has represented that he has no right, claim, demand of any nature whatsoever in respect of the said Gat No. 94/2A. The Second Confirming Party has also agreed, covenanted, assured and undertook to be a confirming party to the transaction for sale and purchase of the said Gat Nos. 94/2A, 95/6 and 95/7 in favour of the Purchaser herein confirming the settlement of his claim and no further rights, title, interest or claims of any nature whatsoever existing or subsisting on the said Gat Nos. 94/2A, 95/6 and 95/7.

वडट
दस्त क्रमांक ५९९/२००९
४/४५

6. Pursuant to the Agreement for Sale dated 27th March, 2009 the Vendor and the First Confirming Party herein have represented herein have represented to the Purchaser that there are no claims, charges, encumbrances of any nature whatsoever and that no party has any demand, claim, charge, encumbrance or rights of any nature whatsoever on the said property.

7. The Vendor and the Second Confirming Party herein have agreed and assured the Purchaser herein that they shall jointly and severally take required steps to remove the mutation entry of lis pendens registered at the instance of the Second Confirming Party in respect the Gat Nos. 94/2A.

8. The Vendor is thus absolutely seized, possessed and/ otherwise well and sufficiently entitled to the said property

THE SEAL OF THE SUB REGISTRAR WADA मुख्य निबंधक कार्यालय वाडा यांची मुद्रा जि ठाणे

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delineated in red colour boundary line on the plan annexed hereto as **Annexure "A"**;

9. The Vendor has represented, declared, warranted and undertaken to the Purchaser that the Vendor herein has a clear and absolute marketable title to the said property free from all encumbrances, doubts and claims and shall at their own costs and expenses clear all defects if any in the title to the said property described in the Schedule hereunder and hereby agrees, covenants and undertakes to take all required steps and do all such acts, things, deeds and execute all such documents, No Objections, consents and render full co-operation as and when called upon by the Purchaser for effecting the change of name in the Government records pursuant to the execution and registration of these presents;

वडट
दस्त क्रमांक ५९९/२००९
५/४५

10. The Vendor, the First Confirming Party and the Second Confirming Party hereby jointly and severally agree, declare, represent, confirm and covenant as under:—

a. The execution, delivery and performance by the Vendor to these presents and the consummation of the transaction as recorded herein, is not in violation of any provision of law or order of any court or Government/ semi Government;

b. There are no actions, suits, proceedings, or investigations in law or in equity or by or before any court, Government, administrative agency or arbitrator of any nature whatsoever pending or threatened against the Vendor, First and Second Confirming Party that might effect the consummation of the transaction contemplated by this Indenture or affecting the transaction as contemplated herein and there are no proceedings instituted by or against the Vendor First and Second Confirming Party in respect of the said property for any claim, demand, specific rights,

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा वाडी ठाणे
DIST THANE

easement rights or attachment of the said property pending in any Court or before any authority and/or the said property is not subject to any notice of lis pendens save and except recorded at the instance of the Second Confirming Party which has also been agreed to be removed by the Vendor and the Second Confirming Party;

c. No sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever in the said property has been created and the same is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority;

वडट
दस्त क्रमांक ५९९/२००९
७/४५

d. No agreement, arrangement, Undertaking, Declaration, Conveyance, Mortgage, Security oral or written with regard to the transfer and sale of the said property has been entered into;

e. No notices including any notice for acquisition, requisition or set back by the Government Central or State or by the Municipal Corporation or any other local or public body or authority in respect of the said property have been issued or served upon or received by the Vendor, First and Second Confirming Party and/or any person on their behalf.

f. The entire amount of charges, taxes, cess have been paid to the Government/Semi-Government and any other Public body or Gram Panchayat and that no amount is outstanding, due or payable by the Vendor First and Second Confirming Party to any Government or Public Authority for transferring and conveying the said Property in favour of the Purchaser.

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
वि ठाणे
DIST THANE

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11. The First Confirming Party hereby agrees, declares, represents, confirms and covenant that the agreement/arrangement arrived at with the Vendor is continuing, subsisting and binding on the Vendor and that execution, delivery and performance by the Vendor and the First Confirming Party of this Indenture and the consummation of this transaction contemplated herein shall not (i) violate any provisions of its Memorandum and Articles of Association or other constituent documents (ii) violate any provisions of law or any order of any Court or Government applicable to it and any other property.

वडट
दस्त क्रमांक ५९९/२००८
७/४५

The First Confirming Party has further represented, warranted, covenanted and declared to the Purchaser that it has not in any manner used the Memorandum of Understanding dated 17th July, 2008 for any purpose and especially to create any encumbrance, charges, licenses, liabilities, burdens, attachments, litigations and/or disputes of any kind on the said property and if proved otherwise the First Confirming Party shall be held liable and responsible to make good any loss or damages incurred by the Purchaser and shall indemnify and keep indemnified the Purchaser in respect of any such loss or damage suffered by the Purchaser on account of the act of omission or commission by First Confirming Party.

13. In view of the representations, declarations, assurances and covenants made herein by the Vendor and the First and the Second Confirming Party, the Purchaser have agreed to purchase, acquire and take over from the Vendor, all rights, title and interest in the said property more particularly described in the Schedule written hereunder and held by the Vendor as aforesaid together with the benefits of the use, enjoyment, possession and occupation of the said property at or for the price and upon the subject to the terms and conditions as more particularly contained hereinafter;

THE SEAL OF THE SUB REGISTRAR WADA उपनिबंधक कार्यालय वाडा ठाणे DIST THANE

At the time of Registering this Deed of Conveyance, the right of First confirming Party in respect of MOU dt 17/7/08 shall automatically cancelled & the First confirming Party undertakes that they shall not claim any right in respect of said MOU against the Vendors.

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14. The parties herein have now agreed to reduce the terms of these presents into writing as under:-

NOW THIS INDENTURE WITNESSETH that pursuant to the Agreement for Sale and in consideration of sum of Rs. 1,64,08,000/- (Rupees One Crore Sixty Four Lakhs and Eight Thousand) paid/ payable as set out hereinafter the Vendor doth hereby grant, sell, convey, transfer and assure UNTO the Purchaser forever and absolutely the said property being ALL THAT piece or parcel of land or ground bearing Gat Nos. 94/2A, 95/6 and 95/7 situated at Village Vijaypur, Taluka Wada and District Thane as more particularly described in Schedule hereunder written TOGETHER WITH all singular the areas, compounds, sewers, ditches, fences, trees, drains, ways, paths, passages, structures, common gullies, waters, water-course, plants, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances, whatsoever to the said property or any part thereof belongings or in anyway appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part or member thereof to belong or be appurtenant thereto AND ALL estate, right, title, interest, use, inheritance, property, possession, benefit, claim and/or demand whatsoever at law and in equity of the Vendor in to out or upon the said property or any part thereof and the vendor doth hereby assign and transfer unto the Purchaser all his rights title and the Vendor doth hereby for himselve, his legal heirs enant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by from, through, under or in trust for him made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Vendor now hath in themselves good right, full power and absolute authority to grant, sell,

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८/४५

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा ठाणे जिल्हा जि ठाणे DIST THANE

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convey, transfer and assure/assign the said property sold, conveyed, transferred and assured/ assigned or intended or expressed so to be UNTO and to the use of the Purchaser in manner aforesaid AND that it shall be lawful for the Purchaser from time to time and at all times hereafter peacefully and quietly to hold, enter upon, have, occupy, possess and enjoy the said property hereby granted, transferred and conveyed with their appurtenances and receive the issues and profits thereof and of every part thereof to and for its own use and benefit with any suit, lawful eviction, interruption, claim and/or demand whatsoever from or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for it or any of them AND that free and clear and freely, clearly and absolutely acquitted, exonerate, released and forever discharged or otherwise by the Vendor well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, title, charges and/or encumbrances whatsoever had, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for it or any of them AND FURTHER that the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said property and conveyed, assigned or any part thereof by, from, under or in trust for the Vendor or any of their legal heir, executors, administer, assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in the law whatsoever for better, further and more perfectly and absolutely granting, conveying and assuring/assigning the said property conveyed unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably

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THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा ठाणे DIST THANE

Qsopaskar
५.२१. २०१८

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required by the Purchaser or their successors in AND IT IS HEREBY DECLARED that the consideration as set out herein is the fair market value of the said property hereby conveyed AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the payment by the Purchaser to the Vendor as aforesaid the Vendor do hereby grant unto the Purchaser its successors and assigns and all persons claiming or to claim by, from, through, under or in trust for the Purchaser, its successors and assigns full and free and complete, continuous and unrestricted right and liberty of way and access to go pass and repass from time to time and at all times throughout hereafter at their will and pleasure by night and day and for all days in the year without any break and for any purpose whatsoever in connection with the beneficial use and enjoyment of the said property and the tenements and other structures that may from time to time be standing thereon as the case may be to enter, pass and re-pass either on foot or in carts or vehicles with or without cattle or other animals, carriages, motors, trucks, lorries or other vehicles or any description laden or un-laden on, upon, over, across the said property along with right to lay under the land, drains or sewers, pipes, water mains, electricity, telephone and telegraph cables and other service facilities, etc. (of all the buildings and structures and tenements that may be hereafter constructed on the said property or any part thereof at the expenses and according to the requirement of the Purchaser AND IT IS FURTHER AGREED BY THE Vendor that he shall as and when required by the Purchaser shall attend the Office of Government, Semi-Government and any other Public body or Gram Panchayat and execute, sign, seal, deliver any documents, deeds, indentures, writings, bonds, undertakings, Indemnity, consents that may be required by the Purchaser for effecting the transfer of title to the said Property in favour of the Purchaser AND that the Vendor shall render full

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THE SUB REGISTRAR WADA
सह दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
DIST THANE

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cooperation and assistance as and when called upon by the Purchaser herein for effecting demarcation of the said property by the office of Talathi or any other appropriate authority as may be engaged by the Purchaser AND IT IS FURTHER AGREED that the stamp duty and registration charges of and incidental to this Deed shall be borne and paid by the Purchaser alone.

An aggregate consideration of 1,64,08,000 (Rupees One Crore Sixty Four Lakhs and Eight Thousand) as recorded hereinabove is payable to the Vendor, First Confirming Party and the Second Confirming Party in the following manner :

ठाणे
दस्त क्रमांक ५९९/२००९
११/४५

(i) Mr. Balaram Kalu Dhule – Vendor

Rs. 4,00,000/- On or before execution and registration of these presents (the receipt whereof the Vendor herein doth hereby admit, acknowledge and do forever acquit, release and discharge the Purchaser herein for the same).

Rs.8,00,000/- To and in favour of the Vendor on happening of the event as set out hereinafter. (To be paid by DD)

Rs. 15,00,000/- On or before execution and registration of these presents to Mr. Suresh Balaram Dhule for and on behalf of the Vendor (the receipt whereof the Vendor herein doth hereby admit, acknowledge and do forever acquit, release and discharge the Purchaser herein for the same).

THE SEAL OF THE SUB REGISTRAR WADA उपनिबंधक कार्यालय वाडा यांची मुद्रा सत्यमेव जयते जि ठाणे DIST THANE

65 92

Rs. 10,00,000/- On or before execution and registration of these presents to Vijay Balaram Dhule for and on behalf of the Vendor (the receipt whereof the Vendor herein doth hereby admit, acknowledge and do forever acquit, release and discharge the Purchaser herein for the same).

Rs. 5,00,000/- To and in favour of Vijay Balaram Dhule for and on behalf of Vendor on happening of the event as set out hereinafter. (To be Paid by D/D)

Rs. 5,00,000/- On or before execution and registration of these presents to Ranjana Mahendra Keni for and on behalf of the Vendor (the receipt whereof the Vendor herein doth hereby admit, acknowledge and do forever acquit, release and discharge the Purchaser herein for the same).

बडट
दस्त क्रमांक ५९९/२००९
९२/४५

Rs. 5,00,000/- On or before execution and registration of these presents to Kalpana Sunil Keni for and on behalf of Mr. Balaram Kalu Dhule (the receipt whereof the Vendor herein doth hereby admit, acknowledge and do forever acquit, release and discharge the Purchaser herein for the same).

Rs. 5,00,000/- On or before execution and registration of these presents to Sunita Nandkumar Bhopi for and on behalf of the Vendor (the receipt whereof the Vendor herein doth hereby admit, acknowledge and do forever acquit, release and discharge the Purchaser herein for the same).

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा वाडी पुत्रा
सत्यमेव जयते
जि ठाणे
DIST THANE

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Rs. 5,00,000/-	On or before execution and registration of these presents to Mohini Dilip Bhoir on behalf of the Vendor (the receipt whereof the Vendor herein doth hereby admit, acknowledge and do forever acquit, release and discharge the Purchaser herein for the same).

वडट
दस्त क्रमांक ५९९/२००९
२३/४५

Rs. 62,00,000/- Total

(ii) Shivalaya Ispat & Power Pvt. Ltd. – First Confirming Party

Rs.1,01,08,000/-	On or before execution and registration of these presents (the receipt whereof the First Confirming Party herein doth hereby admit, acknowledge and do forever acquit, release and discharge the Purchaser herein for the same).

Rs.1,01,08,000/- Total

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा क्रमांक दुसरा
जि ठाणे
DIST THANE

(iii) Vivek Chandrakant Soparkar

Rs. 1,00,000/-	On or before execution and registration of these presents for him self and on behalf of Mr. Madhukar gaganan Soparkar (the receipt whereof the Second Confirming Party herein doth hereby admit, acknowledge and do forever acquit, release and discharge the Purchaser herein for the same).

Rs.1,00,000/- Total

Vsoparkar
M. G. Soparkar

67 73

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दस्त क्रमांक ५९९/२००९

१४१४५

The balance consideration to the Vendor herein and Mr. Vijay Balaram Dhule as provided hereinabove shall be paid by the Purchaser immediately on the Purchaser's name and the right of ownership recognized by the Government Authorities, Gram Panchayat and any other public authority, effecting the name in mutation entries, 7/12 extract, Village Form No. 8-A, Corporation, Municipal authorities wherever required including the demarcation and survey of the said property, 'Possession' with the full cooperation and assistance of the Vendor herein and removal of all charges, encumbrances if any but not limited to the removal of Lis Pendens.

It is expressly agreed by and between the parties hereto that the recitals hereinabove shall form an integral part of the conveyance herein.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

OWNER'S NAME	VILLAGE	GAT NO.	HISSA NO.	AREA H-AR-PR	ASSESSMENT Rs.=PAISE
Balaram Kalu Dhule	Vijaypur	94	2A	2-44-0	1=99
Balaram Kalu Dhule	Vijaypur	95	6	0-16-0	0=06
Balaram Kalu Dhule	Vijaypur	95	7	0-20-0	0=06
TOTAL AREA Admeasuring- 7 Acres					

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
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DIST THANE

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SIGNED SEALED AND DELIVERED)
BY the withinnamed Second Confirming Party)

1.Mr. Madhukar Gajanan Soparkar)

2. Mr. Vivek Chandrakant Soparkar)

)

)

in the Presence of)

1.)

2.

वडट
दस्त क्रमांक ५९८/२००८
१६/४५

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

69 77 90

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RECEIPT

Received on the day and year first hereinabove written a sum of Rs. 49,00,000/- (Rupees Fourty Nine Lakhs Only) by D.D as detailed below being the last and final consideration agreed to be paid by the Purchaser to the Vendor and his Nominees as listed hereunder.

वडट
दस्त क्रमांक ५९९/२००९
९७ १८५

Sr No	Date	D.D	Amount	Bank	In favour of
1	08-04-09	~~394336~~	4,00000=00	HDFC BANK	B. K. Dhule
2	08-04-09	394337	150000=00	HDFC BANK	Suresh B. Dhule
3	08-04-09	394338	10,00000=00	HDFC BANK	Vijay B. Dhule
4	08-04-09	394339	5,00000=00	HDFC BANK	Ranjana M. Keni
5	08-04-09	394340	5,00000=00	HDFC BANK	Kalpana S. Keni
6	08-04-09	394341	5,00000=00	HDFC BANK	Sunita N. Bhopi
7	08.04-09	394342	5,00000=00	HDFC BANK	Mohini D. Bhoir
		Total	49,00000=00		

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
सत्यमेव जयते
ठि. ठाणे
DIST THANE

I SAY RECEIVED

Mr. Balaram Kalu Dhule

70 79

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RECEIPT

Received on the day and year first hereinabove written a sum of Rs. 1,01,08,000/- (Rupees One Crore One Lakh Eight Thousand Only) by D.D as detailed below being the last and final consideration agreed to be paid by the Purchaser to the First Confirming Party.

वडट
दस्त क्रमांक ५९५२०० ९
९८/१८५

Sr No	Date	D.D	Amount	Bank	In favour of
1-	08.04.09	942199	25,00,000=00	HDFC	
2.	08.04.09	942200	25,00,000=00	HDFC	
3	08.04.09	942201	25,00,000=00	HDFC	
4.	08.04.09	942202	26,08,000=00	HDFC	
		Total	10108000=00		

WE SAY RECEIVED

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
सत्यमेव जयते
ठि ठाणे
DIST THANE

Mr.

ON BEHALF OF

M/s. Shivalaya Ispat & Power Pvt., Ltd.

71 81 90

RECEIPT

Received on the day and year first hereinabove written a sum of Rs. 1,00,000/- (Rupees One Lakh Only) by D.D as detailed below being the last and final consideration agreed to be paid by the Purchaser to the Second Confirming Party.

Sr No	Date	D.D	Amount	Bank	In favour of
1	08-04-09	394343	1,00,000-00	HDFC	VIVEK CHANDRAKANT SOPARKAR

वडट
दस्त क्रमांक ५११/२००९
२१/१४५

I SAY RECEIVED

Mr. Vivek Chandrakant Soparkar

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

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गांव नमुना सात (अधिकार अभिलेख पत्रक)

मु.सन्नं २१/२५ गाव विजयपूर तहसिल वाडा जिल्हा ठाणे

भूमापन क्रमांक	भूमापन क्रमांकांचा उपविभाग	भूधारणा पद्धती	भोगवटादाराचे नांव
१४/२/ब	१०७		लाकाराम काकु घुडे ९९ ४२८ १५५४ १५५५ १६४७ १६४८ १०६

खाते क्रमांक :

कुळाचे नांव :

इतर अधिकार :

१६१ १५८ १०६ ११७ १६४७ १६५७ १७० १७३ १३४ ११५

शेताचे स्थानिक नांव

	हेक्टर	आर	प्रति
लागवडी योग्य क्षेत्र	२	३६	०
एकूण	२	३६	०
पोटखराबा (लागवडी योग्य नसलेले)	०	८५	०
वर्ग(अ)			
वर्ग (ब)			
एकूण	०	८५	०

	रुपये	पैसे
आकारणी जुडी किंवा विशेष आकारणी	१	११

वडट

दस्त क्रमांक ५११/२००९

२० / ४५

सीमा आणि भूमापन चिन्हे :

गांव नमुना बारा (पिकांची नोंदवही)

पिकाखालील क्षेत्राचा तपशील

वर्ष	हंगाम	मिश्र पिकाखालील क्षेत्र					निर्भेळ पिकाखालील क्षेत्र				लागवडीसाठी उपलब्ध नसलेली जमिन		जल सिंचनाचे साधन	शेरा
		मिश्रणाचा संकेत	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र		
१	२		४	५		८	९		१०	११	१२	१३	१४	१५
२००८/२००९								भात (गवत)	३	२-३६-०				

(अस्सल बरहुकूम सक्कल)

दिनांक : ४/४/१०९

तलाठी सजा

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गांव नमुना सात (अधिकार अभिलेख पत्रक)

जु.स.न २१८६ गाव निजपूर तहसिल वाडा जिल्हा ठाणे

भूमापन क्रमांक	भूमापन क्रमांकांचा उपविभाग	भूधारणा पद्धती	भोगवटादाराचे नांव
९५/६	(१८)	आकाराम कालु धुर्के (८९) (६२८) (१५५४) (१५५५) (१६४७) (१९६)	

खाते क्रमांक :

कुळाचे नांव :

तुकडा (३८७)

इतर अधिकार :

(१०८) (४२८) (४१) (१०६) (१६४७)

शेताचे स्थानिक नांव	हेक्टर	आर	प्रति
लागवडी योग्य क्षेत्र	०-	१२-	०
एकूण	०-	१२-	०
पोटखराबा (लागवडी योग्य नसलेले) वर्ग(अ) वर्ग (ब)	०-	०४-	०
एकूण	०-	०४-	०
	रुपये		पैसे
आकारणी जुडी किंवा विशेष आकारणी	०-		०६

चडट
दस्त क्रमांक ५९९/२००९
२१/४५

सीमा आणि भूमापन चिन्हे :

गांव नमुना बारा (पिकांची नोंदवही)

पिकाखालील क्षेत्राचा तपशील

वर्ष	हंगाम	मिश्र पिकाखालील क्षेत्र				निर्भेळ पिकाखालील क्षेत्र			लागवडीसाठी उपलब्ध नसलेली जमिन		जल सिंचनाचे साधन	शेरा
		मिश्रणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	स्वरुप	क्षेत्र		
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
२००८/२००९								सिंदाड		०-	१२-	०		

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे DIST THANE

(अस्सल वरहुकूम नकल)

दिनांक : ४/१/१०

तलाठी सजा

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गांव नमुना सात (अधिकार अभिलेख पत्रक)

मुं-सं-न.२१८७ गाव निजामपूर तहसिल वाडा जिल्हा ठाणे

भूमापन क्रमांक	भूमापन क्रमांकांचा उपविभाग	भूधारणा पद्धती	भोगवटादाराचे नांव
९५/७	(१०८)		लाल्या काळु चुके (१०८) (१४४७)

खाते क्रमांक :

कुळाचे नांव :

तुकडा (३९७)

इतर अधिकार :
(१०८) (६२५) (१७)
(१०८) (१४४७)

शेताचे स्थानिक नांव

	हेक्टर	आर	प्रति
लागवडी योग्य क्षेत्र	०	१५	०
एकूण	०	१५	०
पोटखराबा (लागवडी योग्य नसलेले) वर्ग(अ) वर्ग (ब)	०	०५	०
एकूण	०	०५	०
	रुपये		पैसे
आकारणी जुडी किंवा विशेष आकारणी	०	०६	

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दस्त क्रमांक ५९९/२००९

22/11/09

सीमा आणि भूमापन चिन्हे :

गांव नमुना बारा (पिकांची नोंदवही)

पिकाखालील क्षेत्राचा तपशील

वर्ष	हंगाम	मिश्र पिकाखालील क्षेत्र						निर्भेळ पिकाखालील क्षेत्र			लागवडीसाठी उपलब्ध नसलेली जमिन		जल सिंचनाचे साधन	शेरा
		मिश्रणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	स्वरुप	क्षेत्र		
१	२	३	४	५	८			९	१०	११	१२	१३	१४	१५
२००८/२००९										०-१५-०				

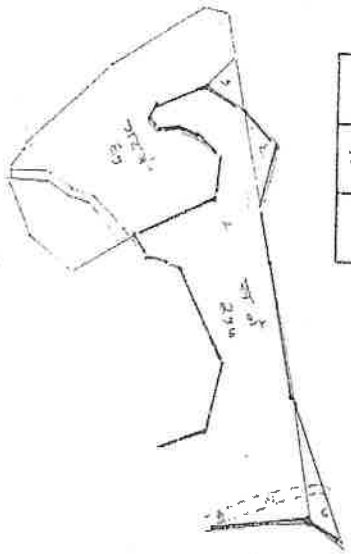
(अस्सल वरहुकूम नक्कल)

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा जि ठाणे DIST THANE

दिनांक : ४/१/१०

तलाठी सजा पो.खंडा.जि.ठाणे

75



वडट
दस्त क्रमांक ५११/२००९
23/84

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

76

भारतीय गैर न्यायिक

रुपये 100

Rs. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

26 MAR 2007

General Stamp Office, Mumbai

L.S.V. No. 248

महाराष्ट्र MAHARASHTRA

22 MAR 2007

Proper Officer

Smt. J.V. Sawant

AM 329495

114478

श्री मंजुला वि. शर्मा परवाना धारक

C/o. ग्रासिम इंडस्ट्रीज, बिरला ग्राम, नगदा (एम.पी.) पिन कोड - ४५६३३१

मालकी हक्क पत्र क्रमांक.....दिनांक.....

मौजे / वी.....

ज्या व्यवसाय पुरुष Grasim Industries Limited

पुरुष विक्रेता सही

वरुट

दस्त क्रमांक 466/2007

२१५/४५

DEED OF SPECIAL POWER OF ATTORNEY

This deed of Special Power of Attorney is executed by Grasim Industries Limited (Cement Division), registered Office at Birlagram, Nagda, 456331, Madhya Pradesh, through Shri Om Prakash Puranmalka (hereinafter called as first party) in favour of Shri Ramesh Joshi (hereinafter called as second party).

That the first party is a company registered under Indian Companies Act, 1956 and Shri Om Prakash Puranmalka is holder of General Power of Attorney from Board of Directors. As per clause 31 of the Power of Attorney dated 16.8.99 he is authorized to delegate any power or powers out of the Power of Attorney dated 16.8.99. Accordingly by the virtue of this Power of Attorney Shri Om Prakash Puranmalka is delegating the following powers to Shri Ramesh Joshi.

To purchase or sell or contract for the purchase or sale in the ordinary course of business any immovable property necessary or useful for the business of the

THE SEAL OF THE SUB REGISTRAR WADA

दि. ठाणे DIST THANE

contd...2

77

Page 2

02. To take possession of land and to execute lease agreement, lease-cum-sale agreement or any other agreement / undertaking as may be required in connection with taking possession of the land for the Company's project.

03. To appear before all and every or any court or courts, Magistrates, Government or public officer, Customs, Excise Abkari, Electricity Board, Pollution Control Board, Railway and other authorities, whatsoever and to make applications and to answer, defend and plead to all matters and things and concerning the Company or wherein the Company may be interested or concerned either solely or jointly with another or others and in any capacity whatsoever and to execute Indemnity Bond and to present and make applications and petitions to the said officers and authorities.

04. To make execute, swear, declare, register and advertise all declarations, affidavits, applications, letters, papers, and writing and to do all acts, deeds or things whatsoever necessary or expedient for the business of the Company under Factories Act, Indian Electricity Act, Motors Vehicles Acts, Income Tax Act, Sales Tax Acts, Pollution Control Board Acts, and any other Acts, Rules or Notifications of the Central or State Government (including making applications for obtaining Sales Tax declaration forms), Municipal Bodies, Excise, Customs or Import Trade Control Authorities and to appear on behalf of the Company before any authority under the above mentioned laws, rules or notifications and to represent the Company in all correspondence matters and proceedings before them of any nature whatsoever.

05. To apply for, in any State in India or to Government of India, and obtain and renew certificates of approval, prospecting licences, mining lease, import licences, licences under the Industrial Development and Regulation Act for setting up Industrial Undertaking, all matters relating to the grant of mineral concession to the Company, sanctions, of the Reserve Bank of India / and or the Government of India and in respect of all matters requiring the sanction of the Governments and in general all licences, permits, agreements etc. with the Government that may be necessary for carrying on the Company's business and to execute the aforesaid documents on behalf of the Company.

The above acts done by Shri Ramesh Josh. are binding on the Company.

In witness whereof this deed of special Power of Attorney is executed on 30th day of July, 2007. in presence of the following witness:

दस्त क्रमांक ५९९/२००९

२५/१४

ATTESTED BY ME

L. B. SONAVANE
ADVOCATE & NOTARY
2/18, Gokul Sagar
Vidyanagari Road
Mumbai-400 098

Om Prakash Puranmalka
Group Executive President
Grasim Industries Limited
Mumbai

SIGNED AND DELIVERED BY THE WITHIN NAMED OM PRAKASH PURANMALKA IN THE PRESENCE OF

30 JUL 2007

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा ठाणे
DIST THANE

NOTARIAL

NOTARIAL

भारतीय गैर-न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

छत्तीसगढ़ CHHATTISGARH

A 797949

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS shall come, We **M/S. Shivalay Ispat & Power** PVT Ltd., a Company duly incorporated under the provisions of Companies Act 1956 having its registered office at Guma-Urla Road, Vill: Kara, Dist: Raipur- 493221, hereinafter referred to as Company represented through its duly authorized signatory, MR. [illegible] Kumar Sarda S/O. Late Gopal Sarda SEND GREETINGS:-

दस्त क्रमांक 4994/2009
24/12/09

THE SEAL OF THE SUB REGISTRAR WADA जिल्हा ठाणे DIST THANE

WHEREAS:

(I) The Company entered into a Memorandum of Understanding dated 5th June 2008 with (1) Mrs. Aruna Arun Sambre (2) Mr. Janardan

79

सन 2009 दिनांक 14/1/09 बिक्री 100/-

विक्रेता ..... शिवशक्ति स्पात एण्ड पावर प्रा.लि.

ग्राम ..... बुधमुड़ा रायपुर

खरीदार ..... कोष

पता ..... द्वारा श्री भगवान दास श्री चतुर्भुज गोयल

ग्राम ..... उरला/पवार ..... जिला .....

पावती नम्बर ..... दिनांक .....

श्रीमति पंकज [illegible] (स्टाम्प वेंडर)
पचेड़ी नाका, रायपुर (छ.ग.)

ब ह ट
दस्त क्रमांक 9९९/2009
26/84

रामकुमार अग्रवाल
द्वारा [illegible]
के उप-पंजीयक के कार्यालय के तारीख [illegible]
10 JAN 2009 ..... को प्रस्तुत किया गया है

(क) पंजीयन अधिनियम 1)
धारा के अतिरिक्त मुद्रांक शुल्क .....
(ख) नगर निगम, नगर पालिका क्षेत्र
के अंतर्गत अतिरिक्त मुद्रांक शुल्क .....
(ग) उपकर-मुद्रांक .....
(घ) अन्य प्रकार (कृपया दें) .....

योग = 100=00

[illegible] पंजीयक, रायपुर

[illegible] पंजीयक, रायपुर

THE SEAL OF THE SUB REGISTRAR WADA
उपनिबंधक कार्यालय वाडा यांची मुद्रा
सत्यमेव जयते
जि. ठाणे
DIST. THANE

FOR, SHIVALAY ISPAT & POWER PVT. LTD.

DIRECTOR

DEPARTMENT OF Treasury & Collect... RAIPUR
15 DEC 2008

80

दस्त क्रमांक ५९१/२००१
22/8/04

Mange Walte (3) Mr. Balaram Kaku Dhule (4) Mr. Dwarkanath Motiram Bhagat and (5) Mr. Arun Shivram Sambre for purchase of property morefully and particularly described in the schedule written herein below and hereinafter referred to as "the said party".

(II) The Company is unable to attend to the day-to-day affairs with regard to Purchase & sale of the said property and is therefore desirous of appointing some fit and proper person to act for us and do all necessary acts and things in connection with the sale of our said property and have requested **MR. Pankaj Agarwal** of Allahabad Indian Inhabitant S/o Sri Rakesh Jauhari residing at 5 Jauhari Tola, Zero Road, Allahabad, to be our true and lawful attorney, for which he has consented to do.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH That We, **M/S. Shivalay Ispat & Power** Pvt.Ltd do hereby nominate, constitute and appoint **MR. Pankaj Agarwal** by faith- Hindu, by occupation- Business, by Nationality- Indian, of 5 Jauhari Tola, Zero Road, Allahabad for us and in our name and on our behalf to be our true and lawful attorney for the purpose hereinafter expressed that is to say :

1. To negotiate for purchase & sale of the said property more particularly described in the schedule hereunder written, if required with the intending purchasers and to conclude such agreement for sale, sign the agreement for sale of the said property and give receipts and discharges for the same.

2. To get the said property conveyed in our name before any competent registering authority and to mutate the said property before the municipal authority and/ or to make any other appropriate

THE SEAL OF THE SUB REGISTRAR WADA
मुख्य निबंधक कार्यालय वाडा यांची मुद्रा
सत्यमेव जयते
ठाणे
THANE

81

दस्त
दस्त क्रमांक yee/२००९
20/1/09

FOR SHIVALAY ISPAT & POWER PVT. LTD.

रामकुमार आ० स्व० गोपालसिंह

DIRECTOR

पंकज अग्रवाल

उ० राजेश औदेही

उपाधायक

(1) गोपालसिंह आ० रामअवतार राणाफल आसपास

(2) रोहित कुमार आ० रामसजन साहू व्यापार

का आज पूर्वाह्न निष्पादक/प्रतिकाक्ष
की जिनाख्त के विषय में की गई।
आज दिनांक..... 20 JAN 2009

THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

applications before any Government and /or Semi Government authority.

3. To appoint advocates/ solicitors in connection with the purchase and /or sale of the said property and pay their remuneration.

4. To sell, transfer, convey, assign the said property to M/s Ultratech Cement Limited and to present and execute any deed of conveyance and/ or agreement for sale and/ or other documents before registering authority and to receive payments from the said M/s Ultratech Cement Limited and to deposit the same in our Bank account and to issue proper receipts for such amount and to do all other acts, deeds, matters and things in relation thereto.

5. To appear before the Sub-Registrar of Assurances or any other competent authority and lodge the document of agreement/conveyance for registration and to admit execution of the said deed as our said Attorney shall find necessary.

6. To appear before Talati, Mamlatdar, Collector, Municipal Corporation, or any other authority in connection with the said property more particularly described in the Schedule hereunder written for effectuating the transfer of the said property in favour of intending purchaser.

7. And also for the better and more effectually doing effecting and performing the several matters and things aforesaid, to appoint from time to time or generally such person or persons as the Attorney may think fit and we hereby agree at all times to ratify and confirm whatsoever the Attorney shall lawfully do or cause to be done in or about the said property.

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

83

वडट

दस्त

8. Sale proceeds should be deposited to the principal's account 32/34

AND WE HEREBY agree to ratify and confirm all and whatsoever our said Attorney shall or purport to do or cause to be done in respect of the said property in our name and on our behalf.

IN WITNESS WHEREOF We have hereunto set our hands at Mumbai this ____ day of January 2009.

THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing the following:-

Owners Name	Village	Gat No.	Hissa No.	Area H – AR – PR	ASSESSMENT
Mrs Aruna Arun Sambre	Chikhle	61	1	0 -98 -0 P.K 0—01-0	1 = 00
Mrs Aruna Arun Sambre	Chikhle	61	2	0 -54 -9	3 = 00
Mr. Janardan Mange Walte	Vijaypur	94	1	0 -04 -0	0 = 03
Mr. Balaram Kaku Dhule	Vijaypur	94	2A	3 -21 -0	1 = 99
Mr. Dwarkanath Motiram Bhagat	Vijaypur	95	3	1 -40 -0	
Mr. Arun Shivram Sambre	Vijaypur	95	4	1 -41 -0 P.K. 0-24-0	1 = 00
Mr. Dwarkanath Motiram Bhagat	Vijaypur	95	5	0 -81 -0 P.K. 0-24-0	0 = 50
Mr. Balaram Kaku Dhule	Vijaypur	95	6/7	0 -16 0 0 -20 0	0 = 06 0 = 06

situate, lying and being at Taluka Wada, District Thane.

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
सत्यमेव जयते
जि ठाणे
DIST THANE

84 102

SIGNED, SEALED AND DELIVERED)

by the withinnamed)

M/S. Shivalay Ispat & Power Pvt Ltd)

Through its Authorized Signatory)

MR. Ram Kuamr Sarda)

In the presence of .....)

M/S. SHIVALAY ISPAT & POWER PVT. LTD.

DIRECTOR

चड्ढ

दस्त क्रमांक 4611/2006

33184

1. Shashinarayan Rajput, Amapara, Raipur
S/o, Ramavtar Rajput
2. Pramit Kumar Sahu Ramdayal Raipur
S/o, Ramratan Sahu

SPECIMEN SIGNATURE OF THE ATTORNEY

MR. Pankaj Agarwal

DRAFTED BY
SELF

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
कि ठाणे
DIST THANE

109

85

प्रमाणित किया जाता है कि इस दिनांक ७
पृष्ठ क्रमांक ... ... के अंकित क्रमांक ..... पर काट-छांट की गयी है / नहीं की गई है।
हस्तलिखित पंक्तियां विष्पादक द्वारा अंकित की।

उप-पंजीयक, रायपुर.

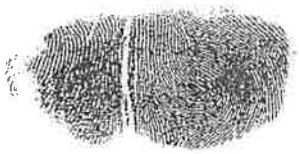
FOR SHIVALAY ISPAT & POWER PVT. LTD.

DIRECTOR

[illegible] के पक्षकार
[illegible] को [illegible]
[illegible] ने लिया गया। 20 JAN 2009

उप-पंजीयक, रायपुर

वाउचर
दस्त क्रमांक 441/2009
34/44



20 JAN 2009

[illegible] 20 JAN 2009

उप-पंजीयक, रायपुर

[illegible] की पुस्तक क्रमांक 1
ग्रन्थ क्रमांक 1110
पृष्ठ 94 से 98
क्रमांक [illegible]
पंजीकृत किया गया।

उप-पंजीयक, रायपुर.

THE SEAL OF THE SUB REGISTRAR WADA
उपायम निबंधक कार्यालय वाडा जांची मुद्रा
वि ठाणे
DIST THANE

1. [illegible]
2. Ramji

[illegible]
पंजीयन शुल्क [illegible]
पृष्ठ संख्या " 10-00
कवरी " 10-00
मुद्रण " 5-00
योग [illegible] 1212

उप-पंजीयक

८६

वडट
दस्त क्रमांक ५९९/२००९
३५१४५

-: घोषणापत्र :-

मी श्री. पंकज अग्रवाल वगैरे रहे अलाहाबाद
मा.दुय्यम निबंधक सो. वाडा.यांचे कार्यालयात ---
या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे.श्री मे. शिवालय अमाल अँण्ड पॉवर प्रा.लि. यांनी दिनांक २-१-०९ रोजी मला दिलेल्या कुलमुखत्यारपत्राचे आधारे सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करुन कबुली जबाब दिला आहे सदर कुलमुखत्यारपत्र लिहून देणार यांनी सदर कुलमुखत्यारपत्र रद्द केलेले नाही. किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे सदर कुलमुखत्यारपत्र रद्दबातल झालेले नाही किंवा सदरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे तसेच सदर मिळकत यापूर्वी कोणत्याही प्रकारे तबदील/गहाण/ दान/विक्री करारानें दिलेली नाही. व सदरचे कुलमुखत्यारपत्र आतापर्यंत रद्द केलेले नाही. सदर कुलमुखत्यारपत्रावरुन केलेल्या सर्व व्यवहारांची संपूर्ण जबाबदारी माझी व्यक्तीशःअसेल सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वय शिक्षेस मी पात्र राहीन याची मला जाणिव आहे.

दिनांक- २३/१/०९

कुलमुखत्यारपत्र धारकाचे नाव व सही

पंकज अग्रवाल

दस्ताऐवजा सोबतचे कुलमुखत्यारपत्र मी वाचून समजुन घेतले आहे. अखत्यारपत्रधारक यांना सदर अखत्यारपत्राचे आधारे शिवालय हा दस्तऐवज लिहून देण्याच पूर्ण अधिकार व हक्क असल्याची माझी कायदेशीर खात्री झालेली आहे या अखत्याराचे आधारे होणाऱ्या दस्ताऐवज लिहून देणारे/अखत्यारी व दस्तऐवज लिहून घेणार यांचीच आहे. त्याचा दुय्यम निबंधक किंवा त्यांचे कार्यालय कर्मचारी यांचा काहीच संबंध असणार नाही

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे DIST THANE

सही

(पंकज अग्रवाल)

(रमेश रामनाथ जोशी)

87

व्दारा :- श्री. मधुकर गजानन सोपारकर
पोष्ट वाडा, तालुका वाडा,
जिल्हा ठाणे.
दिनांक :- २३/७/२००९

प्रती,
तहसिलदार वाडा,
तहसिलदार कंपाऊंड,
वाडा.

दंड
दस्त क्रमांक ५९९/२००९
२५/४५

विषय :- मौजे (विजयपूर)कोने येथील सर्व्हे नं
१हे-२२आर-०५प्रती या जमिनीच

महोदय,

वरील विषयांकित वर्णनाची जमीन मी दि साठेकराराने मुळमालक श्री. दत्तु परसु दुपारे व इतर यांचे जमीन मालकाने वरील जमीन ति-हाईत इसमांस विकण्याचा मला नाईलाजस्तव विरुध्द ठाणे येथील दिवाणी न्यायाधीश वरिष्ठ स्तर यांच्या कोर्टात स्पेशल.मु.क्र.४११/२००८ दाखल करुन त्यात मनाई हुकूम घ्यावा लागला. तसेच मा. दुय्यम निबंधक यांच्या कडे मी सदर दाव्याबाबतचे लिस पेंडीसही दाखल केलेले आहे.

परंतु आता माझ्यात व सदर दाव्यांतील प्रतिवादींच्यात समझोता झालेला आहे व आम्ही खरेदीखतही रजिष्टर केलेले आहे. तरी या अर्जाव्दारे मी आपल्याला कळवू इच्छितो की सदर जमिनीच्या ७/१२च्या उता-यातील लिस पेंडीसची नोंद आपण काढून टाकावी ही विनंती.

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
वि ठाणे DIST THANE

M.J. Sopariker

M.J. Sopariker

म. ज. सोपारकर

श्री. मधुकर गजानन सोपारकर

म. ज. सोपारकर

३८ 115

वडट
दस्त क्रमांक ५९९/२००९
३७/४५

व्दारा :- श्री. मधुकर गजानन सोपारकर
पोष्ट वाडा, तालुका वाडा,
जिल्हा ठाणे.
दिनांक :- ७३।०१ 2009

प्रती,
तलाठी वाडा,
वाडा.

विषय :- मौजे (विजयपूर)कोने येथील सर्व्हे नं.९४/२(पैकी) क्षेत्रफळ १हे-२२आर-०५प्रती या जमिनीबाबत

महोदय,

वरील विषयांकित वर्णनाची जमीन मी दिनांक २५/९/२००३ रोजीच्या साठेकराराने मुळमालक श्री. दत्तु परसु दुपारे व इतर यांचे कडून खरेदी केली होती. परंतु जमीन मालकाने वरील जमीन ति-हाईत इसमांस विकण्याचा प्रयत्न केल्यामुळे मला नाईलाजस्तव विरुध्द ठाणे येथील दिवाणी न्यायाधीश वरिष्ठ स्तर यांच्या कोर्टात स्पेशल.मु.क्र.४११/२००८ दाखल करुन त्यात मनाई हुकूम घ्यावा लागला. तसेच मा. दुय्यम निबंधक यांच्या कडे मी सदर दाव्याबाबतचे लिस पेंडीसही दाखल केलेले आहे.

परंतु आता माझ्यात व सदर दाव्यांतील प्रतिवादींच्यात समझोता झालेला आहे व आम्ही खरेदीखतही रजिष्टर केलेले आहे. तरी या अर्जाव्दारे मी आपल्याला कळवू इच्छितो की सदर जमिनीच्या ७/१२च्या उता-यातील लिस पेंडीसची नोंद आपण काढून टाकावी ही विनंती.

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

M.G.Sopalkar
M.G.Sopalkar

म. ग. सोपारकर

श्री. मधुकर गजानन सोपारकर

म.ग.सोपारकर

117

89

वसाहत

Ramesh Josh

Andhra Pradesh

वडट
दस्त क्रमांक ५९९/२००९
३७/४५

रमेश केवलराम जोशी
वय, कुळकर्णी, अंधेरी (पूर्व)
मुंबई ५३

OF THE SUB REGISTRAR WADA
निबंधक कार्यालय वाडा, ठाणे पुन्हा
वि ठाणे
DIST THANE

Income-tax I, Pune

90

...कार

Signature

वडट
दस्त क्र. ५९९/२००९
३८/४५

संकर्ष अग्रवाल
दीपी ओर अलाहाबाद

THE SEAL OF THE SUB R...
उपसंनिबंधक कार्यालय ...
सत्यमेव जयते
जि ठाणे
DIST THANE

Signature

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९१

INDIA

वंड ट
दस्त क्रमांक ५९५/२००९
४०१/४५

Ag.
1.1.9

तेथिक चंद्रकांत सोपारकर
वाडा ता.वाडा

THE SEAL OF THE SUB REGISTRAR
उपनिबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

Sopalkar

123

92

...MBER

हस्ताक्षर /SIGNA

Sanjay A

इलाहाबाद
...AX. ALLAHABAD

वर्ष
क्रमांक ५९१/२००९
४२ : ४५

संजय शंकरलाल नावसकोथा
का. बी. ३८/१९ ए. आनंद नगर
जोलमी वसई(प)

...ारी

38. A
Allah.

...AR WADA
...ंती पुरा
सत्यमेव जयते
जि ठाणे
DIST THANE

93/12-5

साक्षीदार

प्रभाग परमानंद
दर्पण अपार्टमेंट नं. 902,
कल्याण (प)

व :

दस्त क्रमांक :

891

९५

वडट

दस्त क्रमांक ५९९/२००९

४४१/४५ पावती क्रमांक- ९२०

अ.क्र. ५९९
सन २००९ चे माहे एप्रिल
१३ तारखेस ५ ते ६ चे दरम्यान वाडाचे
दुय्यम निबंधक यांचे कार्यालयात आणुन दिला.

खालील प्रमाणे फी घेतली

रु. पै.
नोंदणी फी - ३०,०००-००
(४५) पाने फोलींग ६००-००
अतिरिक्त मु.शु.फी -
एकुण फी - ३०,६००-००

Rameshwar Joshi
दुय्यम निबंधक वाडा
पिंडन देणार

(१) श्री. बाबाराम कालु घुबे, वय ६४
रा. हनुमानमंदीर, रामनिवास, नागांव
ता. भिवंडी जि. ठाणे. पॅन नं AHPPD6842L

पिंडन घेणार

(२) मेसर्स ग्रासमिर इंडस्ट्रीज प्रा.लि. तर्फे (वय ५४)
रमेश केदारनाथ जोशी (अधिकृत संचालक)
यांचे ऐवजी (३) मुंबई ६३ पॅन AAACG4464B

संमतिदिणार

(३) मेसर्स शिवालया इस्पात इंडस्ट्रीज प्रा.लि.
तर्फे कुल मुखत्यारी पंकज नगरोळ वय
ऑफिस गुमा ३ रा मजला रोड कारा जि. रायगड
पॅन नं ACMPA8354Q.

(४) मधुकर गजानन सोपारकर वय ६४
पॅन नं AWWPS1608Q

(५) विनय मुरलीधर सोपारकर वय ३६
दोघे रा. वाडा ता. वाडा जि. ठाणे

दस्त ऐवज करुन देणार

तथाकथित ओळख दाखवितात की, दस्तऐवज करुन देणा-या इसमास व्यक्तीशः ओळखतात व त्यांची ओळख पटवितात.

(१) प्रभाल परमानंद यराफ, वय ४८
रा. पूर्णा १०२, कन्यापाडा गोरेगाव
मुंबई (६)

(२) संजय श्रीधर नरसीया
वय ४३, रा. भिवंडी निवास
मधुरगंज वाडा ईस्ट.

(१) (२) ओळखतात

दस्तऐवज करुन दिल्याचे कबुल
करतात.

REGISTRAR OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा

जि ठाणे

१क/वाडा
दि. ०८/१२००९

95

वडट
दस्त क्रमांक yee/२००e
४४ / ४५

(2)

GRASIM IND... LTD.
(CEMENT D...
Ramesh Jaiswal
AUTHORISED SIGNATORY

(3)

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(5)

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
सत्यमेव जयते
कि दाखे
DIST THANE

९५६

वडट
दस्त क्रमांक yee/२००९
४५ / ४५

प्रमाणित करणेत येते कि या दस्तेएवजामध्ये
एकूण ४५ पाने आहेत

दुय्यम निबंधक वाडा

पुस्तक क्रमांक १
yee क्रमाकावर नोंदले

दुय्यम निबंधक वाडा

तारीख 13 माहे 08 सन २००९

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
सत्यमेव जयते
जि ठाणे
DIST THANE

(T.C.)

ANNEXURE R-3/3

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गांव नमुना सात (अधिकार अभिलेख पत्रक)

जुना स. नं. २७८१२/५ गांव विजयपुर तहसिल वाडा जिल्हा- ठाणे

भूमापन क्रमांक	भूमापन क्रमांकांचा उपविभाग	भूधारणा पद्धती	भोगवटादाराचे नांव
२४	२/ब	१०१	आकाराम काकु घुडे ०-८५-० मे. ग्लासलीम इंडस्ट्रिज लिमीटेड तर्फे -रमेश केदारनाथ जोशी सेत्र २-४४-०

खाते क्रमांक :

कुळाचे नांव :

इतर अधिकार : १ खंडयाकुया औद्योगीक वसाहत मौजे वाडा भरावे जोणत्याही शकबाकी रु. द. ७/१२ २००७ / बोजा

सीमा आणि भूमापन चिन्हे :

शेताचे स्थानिक नांव	—

	हेक्टर	आर.	प्रति
लागवडी योग्य क्षेत्र	२-	३६-	०
एकूण	२-	३६-	०
पोटखराबा (लागवडी योग्य नसलेले) वर्ग(अ) वर्ग (ब)	०-	८५-	०
एकूण	०-	८५-	०

	रुपये	पैसे
आकारणी जुडी किंवा विशेष आकारणी	१८	९९

गांव नमुना बारा (पिकांची नोंदवही)

पिकाखालील क्षेत्राचा तपशील

वर्ष	हंगाम	मिश्र पिकाखालील क्षेत्र				निर्भेळ पिकाखालील क्षेत्र				लागवडीसाठी उपलब्ध नसलेली जमिन		जल सिंचनाचे साधन	शेरा
		मिश्रणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	स्वरुप	क्षेत्र		
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
२०११ २०१२								भात पावटा	०-८८-०					
								औद्योगीक		२-४४-०				

(अस्सल वरहुकूम नक्कल)

दिनांक : 9/10/12

तलाठी सजा

तलाठी सझा-कोने
ता.वाडा.जि.ठाणे

98

गांव नमुना सात (अधिकार अभिलेख पत्रक)

जुना स. नं. २७/२५ गांव विजयपुर तहसिल वाडा जिल्हा- ठाणे

भूमापन क्रमांक	भूमापन क्रमांकांचा उपविभाग	भूधारणा पद्धती
९४	२/४	निसप्र

शेताचे स्थानिक नांव —

	हेक्टर	आर	प्रति
लागवडी योग्य क्षेत्र	१-	२०-	०
एकूण	१-	२०-	०
पोटखराबा (लागवडी योग्य नसलेले) वर्ग(अ) वर्ग (ब)			
एकूण	—	—	—
	रुपये		पैसे
आकारणी जुडी किंवा विशेष आकारणी	१-		११

भोगवटादाराचे नांव

निर्मला बारकु सुतार
पै. क्षेत्र १-१०-०
उरपाळ मंगेश वाघ
लक्ष्मण मंगेश वाघ
शालु बाबु गोतारणे
रजा गणपत वाघ
रंजना धंरर खतखरी
पै. क्षेत्र ०-१०-०
(८) (८२) (१५५४) (१५५५)
(१६४७) (१६४८) (५०)
(३२३) (२५०) (३५)
आदिवासी

खाते क्रमांक :

कुळाचे नांव :

नि. ब. प्र.
पै. क्षेत्र ०-१०-०

इतर अधिकार :
मा उपविभागीय अधिकारी जव्हार यांचे वकील १ ते ७ रतीय आणी मी. ऊपर जीन्हा विस्तरी जव्हार यांचे वकील १ ते १४ रतीय आधीत विक्री स्थानगी सत्र १-१०-०
(८१) (१६४८) (३२३) (३५)

सीमा आणि भूमापन चिन्हे :
तसिम महसुल साहित्याचे कलम ६९ व ... ला अधिन

गांव नमुना बारा (पिकांची नोंदवही)

पिकाखालील क्षेत्राचा तपशील

वर्ष	हंगाम	मिश्र पिकाखालील क्षेत्र				निर्मळ पिकाखालील क्षेत्र					लागवडीसाठी उपलब्ध नसलेली जमिन		जल सिंचनाचे साधन	शेरा
		मिश्रणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	स्वरुप	क्षेत्र		
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
2021/2022								भात (नाचणी)	3	१-२०-०				

(अस्सल वरहुकूम नक्कल)

दिनांक : १२/८/१२

तलाठी सजा कोने
ता. वाडा, जि. ठाणे

(T.C.)

VILLAGE FORM NO. VII
(RECORD OF RIGHTS)

Rules 3,5,6 & 7 of the Maharashtra Land Revenue Record of Rights (P & M) Rules, 1971

Old Sy. No. 217/2 Part Village : Vijaypur Taluka- Wada Dist. Thane

Survey No. / Gut No.	Class Of owner-ship	Name of the occupant Area in Ha R, Area in Rs. Paise P.K. M.E No.	Account No.
94/2/ A	Class 2		
Local Name of Land	Ha R. Sq. Mtr.	Balaram Kalu Dhule	Tenant
		0-77-0	
Dry Land	2-36-0	M/s. Grasim Industries	
Irrigated	--	Limited	Other Rights
Tari	--	through Ramesh	
Warkas	--	Kedarnath Joshi	For bonafide industrial use
Others	--	area 2-44-0	
TOTAL	2-36-0		

Uncultivable land- Class (A) Class (B)	 0-85-0 --	88, 428, 1554, 1555, 1647, 1648, 106, 267, 267	Unauthorized minor minerals and stone extracted outstanding amount Charge of Rs. 75440200/-
TOTAL	0-85-0		496, 1648, 106, 41, 1647, 40,65, 1340, 134, 115, 267, 312, 317, 384
Assessment	1-99		
Judi or Special Assessment	--		
Total	1-01		
Old Ferfar Nos.			Boundary marks and other identification mark

VILLAGE FORM XII (CROPS RECORD)

Rules 29 of the Maharashtra Land Revenue Record of Rights (P & M) Rules, 1971

YEAR	SEASON	AREA UNDERCULTIVATION – DESCRIPTION									LAND NOT AVLB FOR CULTIVATION		SOURCE OF WATER	REMARKS
		Area under mixed cultivation						Area under crops						
		DOUBLE CROP NO	IRRIGATED WITH WATER	IRRIGATED W/oWATER	CROP UNDER EACH HEAD			NAME OF CROP	IRR. WITH WATER	IRR W/o WATER	TYPE	AREA		
					NAME OF CROP	IR.W W	IR W/o WTR							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
			Ha. R.	Ha. R.		Ha. R.	Ha. R.		Ha. R.	Ha. R.		Ha. R.		
2011-12								Paddy Nagali Industrial Use				0-77-0 2-44-0		

Date : 12/7/12

Issued by- Talathi & Village Officer, Talathi Saza:- Kone, Tq. Wada, Dist. Thane

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VILLAGE FORM NO. VII
(RECORD OF RIGHTS)

Rules 3,5,6 & 7 of the Maharashtra Land Revenue Record of Rights (P & M) Rules, 1971

Old Sy. No. 217/2 Part Village : Vijaypur Taluka- Wada Dist. Thane

Survey No. / Gut No.	Class Of owner-ship	Name of the occupant Area in Ha R, Area in Rs.Paise P.K. M.E No.	Account No.
94/2/ B	Restricted ownership		
Local Name of Land	Ha R. Sq.Mtr.	Nirmala Barku Suthar For the area 1-10-0 Gopal Mangesh Wagh Laxman Mangesh Wagh	Tenant Subject to Tenancy permission u/s 43 of the Mumbai Tenancy
Dry Land Irrigated	1-20-0 --		

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Tari Warkas Others	-- -- --	Shalu Babu Gotarane Raja Ganpat Wagh Ranjana Chander Katkari	& Agri Land Act to the extent of 0-10-0
TOTAL	1-20-0	Area 0-10-0	Other Rights
Uncultivable land- Class (A) Class (B)	 -- --	84, 428, 1554, 1555, 1647, 1648, 50, 323, 258, 385, ADIVASI	As per Term No. 1 to 7 of Sub Divisional Officer, Javhar, order and as per order of Addl. Collector subject to term No. 1 to 14 of sale permission for the area 1-10-0 41, 1648, 323, 385
TOTAL	--		
Assessment	1-01		
Judi or Special Assessment	--		
Total	1-01		
Old Ferfar Nos.			Boundary marks and other identification mark

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VILLAGE FORM XII (CROPS RECORD)

Rules 29 of the Maharashtra Land Revenue Record of Rights (P & M) Rules, 1971

YEAR	SEASON	AREA UNDERCULTIVATION – DESCRIPTION									LAND NOT AVLB FOR CULTIVATION		SOURCE OF WATER	REMARKS
		Area under mixed cultivation						Area under crops						
		DOUBLE CROP	IRRIGATED	IRRIGATED	CROP UNDER EACH HEAD			NAME OF CROP	IRR. WITH WATER	IRR W/o WATER	TYPE	AREA		
					NAME OF CROP	IR.W W	IR W/o							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
			Ha. R.	Ha. R.		Ha. R.	Ha. R.		Ha. R.	Ha. R.		Ha. R.		
2011-12								Paddy Nagali				1-20-0		

Date : 12/7/12

Issued by- Talathi & Village Officer, Talathi Saza:- Kone, Tq. Wada, Dist. Thane

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ANNEXURE-3/4

Gopal Mangesh Wagh & other-4 Vijaypur-wada-sr-94-2b-Area-1-20-0 paykee-1-10-0Hr-36-36a7 -

105

क्र.महसूल/कक्ष-१/टे-२/जमीनबाब/एसआर-१०/१०
अपर जिल्हाधिकारी ठाणे यांचे कार्यालय
मुख्यालय जव्हार
दिनांक: १२/०३/२०१०

वाचले:-

१) श्री. गोपाळ मंगेश वाघ व इतर-४ रा. विजयपुर, ता.वाडा, जि.ठाणे यांची कु.मू.धा श्रीमती निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे यांचा दिनांक [illegible] रोजी चा अर्ज.

२) श्रीम.निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे यांचा दि-०२/०९/२००९ रोजी चा अर्ज.

३) तहसिलदार, वाडा यांचेकडील पत्र क्र.महसूल/क.१/टे.१/जमिन/कावि-६३७/२०१०, दि-१६/०१/२०१०, क्रमांक/महसुल/क.१/टे.१/जमिन/कावि-१९/१०,दि-०६/०२/२०१० व मह.क्रमांक/महसूल/कक्ष-१/टे-१/कावि-९/१०, दि-१५/२/२०१०

४) महाराष्ट्र शासन महसूल व वन विभाग परिपत्रक क्र.आदिवासी/१०७९/३३८५६/ल-९ दिनांक ४ मार्च १९८२.

आदेश:-

ज्याअर्थी श्री. गोपाळ मंगेश वाघ व इतर-४ रा. विजयपुर, ता.वाडा. जि.ठाणे यांची कु.मू.धा श्रीमती निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे यांनी त्यांचे मालकीची मौजे विजयपुर, ता.वाडा, येथील जुना स.नं.२१७/२पै. चा नविन स.नं.९४/२ब चे क्षेत्र १-२०-० हे. आर. आकार १-०१ रू.पैसे पैकी विक्री क्षेत्र १-१०-० हे. आर. ही जमीन महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ३६ ३६अ खेाील तरतुदिनूसार श्रीम.निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे यांना शेती प्रयोजनासाठी विक्री परवानगी मिळणेकामी या कार्यालयात दिनांक- ०२/०९/२००९ रोजी विनंती अर्ज सादर केला आहे.

जमिनीचा तपशिल

गाव/तालुका	स.नं.	एकूण क्षेत्र (हे.आर)	आकार (रू.पै.)	प्रस्तावित विक्री क्षेत्र	आपसात उरलेली रक्कम रुपये
१	२	३	४	५	६
मौजे विजयपुर ता.वाडा	जु.स.नं.२१७/२पै न.स.नं.९४/२ब	१-२०-०	१-०१	१.१०.०	२,७०,०००/-
	एकूण	१-२०-०	१-०१	१.१०.०	२,७०,०००/-

ज्याअर्थी सदर अर्जाची चौकशी तहसिलदार वाडा यांचे मार्फत केली असता जमीन विक्री परवानगी देण्याबाबत त्यांनी सहमती दर्शविली आहे. जमिन विकत घेणार व देणार दोघेही अनुसूचित जमातीचे (आदिवासी) आहेत. आदिवासी खातेदाराची जमीन दुसऱ्या अदिवासी खातेदारांस कृषीक कारणासाठी महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ३६(२) खाली विक्री परवानगी देण्यास जिल्हाधिकारी सक्षम आहेत.

त्याअर्थी मला प्रदान करण्यांत आलेल्या शक्तीचा वापर करून मी. कैलास जाधव अपर जिल्हाधिकारी, ठाणे मुख्यालय, जव्हार, याद्वारे श्री. गोपाळ मंगेश वाघ व इतर-४ रा. विजयपुर, ता.वाडा, जि.ठाणे यांची कु.मू.धा श्रीमती निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे यांचे मालकीची मौजे विजयपुर, ता.वाडा, जि.ठाणे येथील जुना स.नं.२१७/२पै. चा नविन स.नं.९४/२ब चे क्षेत्र १-२०-० हे. आर. आकार १-०१ रू.पैसे पैकी विक्री क्षेत्र १-१०-० हे. आर. ही जमीन महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ३६(२) खाली शेती कारणासाठी याद्वारे श्रीम.निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे यांना जमिनीची किंमत रक्कम रुपये २,७०,०००/- आकारुन खालील अटी व शर्तीना अधिन राहून जमीन विक्री करणेस परवानगी देत आहे.

१. श्री. गोपाळ मंगेश वाघ व ४ रा. विजयपुर, ता.वाडा, जि.ठाणे यांना किंमत र.रु २,७०,०००/- तहसिलदार यांचे समोर काहि रक्कम बचत सर्टिफिकेट मध्ये तर उर्वरीत रक्कम राष्ट्रीयकृत बँकेत खाते उघडून अदा करावी.

२. सदरची जमिन नियंत्रित सत्ता प्रकार कुळ कायदा कलम ४३ ला पात्र असल्याने उप विभागीय अधिकारी, जव्हार विभाग, जव्हार यांची कुळ कायदा कलम ४३ ची विक्री परवानगी घेतल्याशिवाय गांव दप्तरी अमल देता येणार नाही.

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३. जमिन विकत घेणार यांनी सदरच्या जमिनीचा वापर शेती कारणासाठी करणेचा आहे. जमिनीचा वापर अन्य प्रयोजनासाठी केल्याचे निदर्शनास आल्यास जमीन सरकार जमा करणेत येईल.

४. वरील जमीन सन १९७४ चा महाराष्ट्र अधिनियम क्रमांक ३५ व सन १९७५ चा महाराष्ट्र अधिनियम क्रमांक १४ मधील तरतुदींस बाधा येत असेल अथवा सदरचे जमिनीबाबत दिवाणी न्यायालयात वाद चालू असेल तर ही परवानगी आपोआप रद्द झाली, असे समजणेत येईल.

५. वरील व्यवहाराचे सध्या कागदोपत्रावर नसलेल्या एखाद्या व्यक्तिने कोर्टात हक्काचा दावा केल्यास त्यास जमीन मालक व खरेदीदार जबाबदार राहतील.

६. सदर जमीन खरेदीदार यांनी या कार्यालयाची पुर्व परवानगी शिवाय कोणासही विक्री गहाण, दान, बक्षिसपत्र इत्यादी अन्य प्रयोजनासाठी हस्तांतरण करता येणार नाही.

७. वरील व्यवहाराने सध्या कागदपत्रावर नोंद नसलेले कोणतेही व्यक्तिचे हक्कात बाधा येत असल्यास जमीन विकत घेणार व देणार यांना जबाबदार धरणेत येवून परवानगी रद्द करणेत येईल.

८. जमिनीची संपूर्ण किंमत जमीन मालकास अदा झाल्याशिवाय सदर जमिनीबाबत खरेदीखत करता येणार नाही.

९. जमिन खरेदी करणारे यांचेकडून जमीन विकत देणार खातेदाराची जमीन विक्री व्यवहारात फसवणूक झाल्याचे निदर्शनास आल्यास सदरचा आदेश रद्द करून खरेदीदार यांचे विरुध्द कायदेशीर कारवाई करणेत येईल.

१०. जमिनीचा प्रत्यक्ष ताबा घेतल्यापासून ६ महिन्यांत कृषीक कारणाखाली आणावी.

११. जमिनीचा तुकडा पडत असल्याने प्रथम समक्ष प्राधिकाऱ्याची पूर्व परवानगी घ्यावी त्यानंतरच सदर आदेशास पुढील अमंल द्यावा.

१२. ७/१२ उताऱ्याच्या इतर हक्का सदरी असलेल्या नोंदी ह्या कायम राहतील व त्या अर्जदार यांचेवर बंधन कारक राहतील.

१३. प्रकरणासोबत सादर केलेली कागदपत्रे अथवा माहिती, खोटी किंवा दिशाभूल करणारी आढळल्यास त्याची सर्वस्वी जबाबदारी अर्जदारांची/जमीन मालक व खरेदीदार यांची राहील तसेच दिलेले आदेश रद्द समजण्यात येईल.

१४. वरील आदेशातील कोणत्याही शर्तीचा भंग झाल्याचे निदर्शनास आल्यास अथवा अन्य गैर व्यवहार झाल्याचे निदर्शनास आल्यास सदरचा आदेश आपाआप रद्द झाल्याचे समजण्यात येईल.

सही/-xxx
(कैलास जाधव)
अपर जिल्हाधिकारी, ठाणे
मुख्यालय जव्हार

प्रती,

१) श्री. गोपाळ मंगेश वाघ व ४ रा. विजयपुर, ता.वाडा, जि.ठाणे
२) श्रीमती.निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे
3) तहसिलदार वाडा

२/- जमीन खरेदीदार यांच्याकडून जमिनीची होणारी किंमत घेऊन काही रक्कम बचत सर्टिफीकेट मध्ये तर काही रक्कम दिर्घ मुदतीच्या राष्ट्रीयकृत बँकेत खाते उघडून जमीन मालकाचे नांवे ठेवावी. तसेच उभय पक्षकारांकडून आदेशातील अटींचे व शर्तीचे पालन होईल असे पहावे. पालन न झाल्यास पुढील योग्य ती कारवाई करून पुर्तता अहवाल सादर करावा.

४) उप विभागीय अधिकारी, जव्हार विभाग, जव्हार यांचेकडे माहितीसाठी व पुढील कार्यवाहीसाठी रवाना.

अपर जिल्हाधिकारी ठाणे
मुख्यालय जव्हार करिता

स्थळ प्रतिवर मा. अपर जिल्हाधिकारी सो
यांची सही असे.

न.१ यांचे [illegible]

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क्रमांक/उविज/महसूल/कक्ष-२/वि०४३/पुस आर-४२/१०
उपविभागीय अधिकारी जव्हार विभाग
जव्हार यांचे कार्यालय, जि.ठाणे.
दिनांक:- ०४/०३/२०१०.

वाचले :

१. श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा, जि.ठाणे यांचे ीन विक्री परवानगी मिळणे बाबतचा विनंती अर्ज दि. १५/०९/२००९.
२. श्रीम. निर्मला बारकू सुतार, रा. गणेशपुरी, ता. भिवंडी जि.ठाणे यांचा कु.का.क. ४३ ची जमीन खरेदी परवानगी मिळणे बाबतचा विनंती अर्ज दि. १५/०९/२००९.
३. इकडील कार्यालयाची जाहीर नोटीस क्रमांक/महसूल/कक्ष-२/टेनन्सी/एसआर-०९/१०, दि.१५/१२/२००९.
४. मंडळ अधिकारी मांडवा यांचा चौकशी अहवाल क्र. १०/१०, दि. १५/०१/२०१०.
५. श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा, जि.ठाणे यांचा जबाब दि. २७/११/२००९.
६. श्रीम. निर्मला बारकू सुतार, रा. गणेशपुरी, ता. भिवंडी जि.ठाणे यांचा जबाब दि. २७/१२/२००९.
७. श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा, जि.ठाणे यांनी केलेला प्रतिज्ञापत्र दि. २३/११/२००९.
८. मा. अपर जिल्हाधिकारी ठाणे मुख्यालय जव्हार यांचेकडील आदेश क्र.महसूल/कक्ष-१/टे-२/जमीनबाब/एसआर-१०/१०, दि. २/३/२०१०. चा विक्री परवानगी आदेश.
९. मा. अपर सचिव महसूल वन विभाग, मंत्रालय मुंबई - ३२ यांचेकडील ज्ञापन क्र.टेनन्सी/६७/७३/२२५४०/अेम/दिनांक १३/६/७४.
१०. या कार्यालयाची मंजूर टिपणी दिनांक ०४/०३/२०१०.

आदेश:-

श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा जि.ठाणे यांनी त्यांच्या हिस्सेची म्हणजेच श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा जि.ठाणे यांच्या मालकीची व वहिवाटीची खालील वर्णनाची जमीन शेती व प्रयोजनार्थ श्रीम. निर्मला बारकू सुतार, रा. गणेशपुरी, ता. भिवंडी जि.ठाणे यांना विक्री करण्यासाठी परवानगी मिळावी म्हणून दि. १५/०९/२००९ रोजी विनंती केली आहे.

जमिनीचे वर्णन

गांव	तालुका	ग.नं.	एकूण क्षेत्र हे.आर.प्र.	विक्री क्षेत्र	आकार रु.पै.
विजयपुर	वाडा	जु.स.नं.२१७/२ पै न.स.नं.२४/२ व	१-२०-०	१-१०-०	१.०१

प्रकरणी जरुर ती चौकशी पूर्ण करण्यात आली असून संबंधिताचे जबाब ही घेण्यात आले आहेत. उपरोक्त जमिन कुळ कायदा ४३ खाली नियंत्रित सत्ता प्रकारची असुन जमिनीची खरेदीची किंमत पूर्ण भरण्यात आलेली आहे. अर्जदार उपरोक्त जमीन करणेस शारिरीक दृष्टया तसेच आर्थिक दृष्टया असमर्थ असल्याने त्यांना शेती व्यवसाय सोडून देण्याचा आहे. या कारणामुळे शेती या प्रयोजनार्थ प्रस्तुतची जमीन श्रीम. निर्मला बारकू सुतार, रा. गणेशपुरी, ता. भिवंडी जि.ठाणे यांचा विक्री करणार आहेत. खातेदार/खरेदीदार यांनी जमीन खरेदी / विक्री बाबत दिलेले कारण प्रामाणिक व संयुक्तीक असल्याचे चौकशीत निष्पन्न झाले आहे.

अर्जदार यांनी जमिनीचा नजराना रक्कम रुपये ५०/- अक्षरी पन्नास मात्र चलन क्रमांक ९०० दिनांक ४/०३/२०१० अन्वये सरकारी खजिन्यात जमा केला आहे. त्या अर्थी मुंबई कुळकायदा व शेतजमीन अधिनियम १९४८ चे कलम ४३ अन्वये मला प्रदान करण्यात आलेल्या

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Gopal Mangesh Wagh & ...

अधिकाराचा वापर करून मी श्री. एस.एम.कुर्तकोटी उपविभागीय अधिकारी जव्हार विभाग, ह
श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा जि.ठाणे त्यांच्या हिस्सेची म्हणजेच
गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा जि.ठाणे यांच्या मालकीची जमीन खरेदीदार
यांना उपरोक्त जमीन शेती या प्रयोजनार्थ श्रीम. निर्मला बारकू सुतार, रा. गणेशपुरी, ता. भिवंडी
जि.ठाणे यांचे नावे गणेशपुरी ता. भिवंडी येथे शेतजमीन असल्याने शेतकरी आहेत. खालील शर्तीस
व अटीस अधिन राहून देत आहे.

वाचले.

अ) प्रकरणातील जमीन ही कु.का.क. ४३ चे विक्री परवानगीची जाहीर नोटीस प्रसिध्द केली असून ३० दिवसांत हरकती आलेल्या नाहीत.

ब) मंडळ अधिकारी यांचे चौकशी अहवालात आदिवासी कायदा लागू नसल्याचे खात केली आहे.

क) मुळ जमीन मालक प्रकरणातील जमीन विक्री केल्यानंतर भूमिहिन होत नाहीत.

खालील शर्तीस व अटीस अधिन राहून देत आहे.

१. वरीलप्रमाणे विक्रीचा व्यवहार वरील दोन पक्षकारांमध्ये या आदेशाचे तारखेपासून एक वर्षात पूर्ण करावा.

२. जर वरील हस्तन सन १९७४ व १९७५ चे आदिवासी जमीन प्रत्यार्पित करण्याच्या कायद्यान्वये बाधित असेल तर ही परवानगी रद्द होण्यास पात्र राहील.

३. वरील जमीनी बाबत अन्य कोणत्याही न्यायालयात वाद चालू असेल तर सदरची परवानगी रद्द झाली असे समजण्यात येईल.

४. वरील व्यवहाराने सध्या कागदावर नसलेने कोणत्याही हक्कात बाधा येत असेल तर त्या बाबत दोन्ही पक्षकार जबाबदार राहतील.

५. खरेदीदार यांनी सदर जमीन शेती वापरासाठी घेतली असून त्यांनी त्याच कारणासाठी सदर जमिनीचा वापर करावा.

६. खरेदीदार यांनी उपरोक्त जमीन खरेदी केल्यापासून एका वर्षाच्या आत शेतीसाठी वापर करणे आवश्यक आहे.

७. विक्री करणारे / खरेदीदार यांनी शासनाचे पुर्वलक्षी प्रभावाने कुळ कायद्यात किंवा त्या खालील नियमात दुरुस्ती केल्यास किंवा तसेच आदल्या दुरुस्ती कलमानुसार / आदेशानुसार / अनर्जीत उत्पन्नाच्या निम्म्या भागाची रक्कम अशा दुरुस्ती नंतर / आदेशानंतर एका महिन्याचे आत शासनाकडे भरणेस संपूर्ण जबाबदारी राहिल.

वरीलपैकी कोणत्याही शर्तीचा अथवा नियमाचा भंग झाल्यास सदरची परवानगी रद्द होण्यास पात्र राहिल व प्रकरण मुंबई कुळ वहिवाट व शेत जमिन अधिनियम १९४८ कलम ८४ क प्रमाणे कार्यवाहीस पात्र राहिल.

(एस.एम.कुर्तकोटी)
उपविभागीय अधिकारी
जव्हार विभाग जव्हार

प्रत श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा जि.ठाणे यांस
श्री. अतुलकुमार निर्मलकुमार शेट्टी, रा. नाणे, ता. वाडा जि.ठाणे यांस

प्रत:- तहसिलदार वाडा तलाठी सजा-कोने यांचेकडील त्या कार्यवाहीसाठी रवाना.

उपविभागीय अधिकारी
जव्हार विभाग जव्हार

(१०)

न.१ यांचे पत्र ...

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True translation of the Letter
Translation from Marathi to English

No. Revenue/ Desk-1/ T-2/ Land/ SR-10/ 2010
Office of the Additional Collector, Thane
Head Quarter- Javhar
Date : 02/03/2010

Read :-

1) Application dated 02/09/2009 of Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, through PoA Holder Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane
2) Application of Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane dated 02/09/2002
3) Letter from Tahsildar, Wada, bearing No. Revenue/ Desk-1/ T-1/ Land/ Kavi-637/ 2010, dated 16/01/2010 and No. Revenue/ Desk-1/ T-1/ Land/ Kavi-19/ 10, dated 6/2/2010; and No. Revenue/ Desk-1/ T-1/ Land/ Kavi-9/ 10, dated 15/2/2010
4) Govt. of Maharashtra, Dept. of Revenue & Forest, Circular No. Adivasi/1079/ 33856/ L-9 dated 4 March, 1982

ORDER :-

WHEREAS Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, through PoA Holder Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane have submitted application dated 02/09/2009 for grant of Sale Permission of land owned by them for selling it to Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi,

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Dist. Thane, situated at Village Vijaypur, Tq. Wada, having Old Survey No. 217/ 2Part, New Sy. No. 94/2B, total area 1-20-0 Ha R, Revenue Assessment Rs. 1-01 Paise, to the extent of area adm. 1-10-0 Ha R, as per Sec. 36, 36A of the Maharashtra Land Revenue Code, 1966, for Agricultural Purpose.

Description of land

Village/ Taluka	Survey No.	Total Area (Ha R)	Revenue Assessment (Rs. Paise)	Area proposed for sale	Sale value agreed between the parties
1	2	3	4	5	6
Village Vijaypur, Tq. Wada	Old Survey No. 217/ 2Part, New Sy. No. 94/2B	1-20-0	1-01	1-10-0	2,70,000/-
	Total	1-20-0	1-01	1-10-0	2,70,000/-

AND WHEREAS enquiry of this application is made through Tahsildar, Wada. Upon hearing, Tahsildar, Wada consented for grant of Sale Permission. Seller and Purchaser of said land are both Schedule Tribe persons (Adivasi) persons. For giving of land from one Adivasi to another Adivasi person, the Collector is the competent authority for grant of necessary

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Sale Permission u/s 36 (2) of the Maharashtra Land Revenue Code, 1966, for Agricultural Purpose.

Therefore, in exercise of powers conferred upon me, I, Kailas Jadhav, Additional Collector, Thane, Head Quarter-Javhar, hereby grant Sale Permission u/s 36 (2) of the Maharashtra Land Revenue Code, 1966, to the Applicant- Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, through PoA Holder Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane, in respect of land, situated at Village Vijaypur, Tq. Wada, having Old Survey No. 217/ 2Part, New Sy. No. 94/2B, total area 1-20-0 Ha R, Revenue Assessment Rs. 1-01 Paise, to the extent of area adm. 1-10-0 Ha R, for Agricultural Purpose, for consideration amount of Rs. 2,70,000/-, on the following terms and conditions.

1. Part of the purchase price of Rs. 2,70,000/- be paid to Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, in the form of Saving Certificate, before the Tahsildar, Wada and remaining amount be

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paid by depositing in the Nationalized Bank by opening bank account in the said bank.

2. The land under sale is subject to Section 43 of the Tenancy Act, having restricted ownership, hence without obtaining necessary permission from the Sub Divisional Officer, Javhar Sub Division, Javhar, under Section 43, name of purchaser cannot be mutated in the revenue record.
3. The purchaser has purchased the said land for agricultural purpose. In case it is found that, said land is used for any other purpose, the said land shall be forfeited in favour of Government.
4. In case there is some restriction under the Act No. 35 of 1974 and Act No. 14 of 1975 or if the said land is subject matter of any suit before the Civil Court, this permission shall be treated as cancelled automatically.
5. In case any third person whose name is not appearing in revenue record has raised dispute about the said land,

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then Seller and Purchaser shall be responsible for the same.

6. The purchaser of this land shall be not alienate this land to any other person by way of sale, mortgage, donation, gift without prior permission of this office.
7. In case right of any third person whose name is not appearing in revenue record is abridged by this transaction, then Seller and Purchaser shall be held responsible for the same and this permission shall be cancelled.
8. Until amount of consideration is paid fully to the Seller, sale deed shall not be executed.
9. In case cheating is made by purchaser, on the complaint by seller, this order shall be cancelled and legal action shall be initiated against purchaser.
10. After taking possession of the said land, use of land for agricultural purpose shall be commenced.

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11. In case fragmentation of land is not permissible, unless permission is obtained by competent authority, this order will not be enforceable.

12. The entries in the other rights column of 7/12 extract shall be retained and it shall be binding upon the Applicant.

13. The documents produced for passing of this order if found false or any false statement has been made, the seller and purchaser shall be solely held liable for the same and order so passed shall be treated as cancelled.

14. In case breach of any term of this order is found or any irregularity is observed, this order stands cancelled automatically.

Sd/-xx
(Kailas Jadhav)
Additional Collector, Thane,
Head Quarter- Javhar

To,

1) Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane

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2) Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane

3) Tahsildar, Wada

2/- Kindly get deposited the amount of consideration and part of it be kept in National Saving Certificate and some amount be kept in the name of seller by opening bank account in Nationalized Bank. Also ensure that both the parties have complied the terms and conditions of this order. In case any breach of condition is found, necessary action be taken and submit compliance report to this office.

4) Sub Divisional Officer, Javhar Sub Division, Javhar.. for information and necessary action

Stamp and Sign of
Additional Collector, Thane,
Head Quarter- Javhar

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True translation of the Letter
Translation from Marathi to English

No. SDO/Revenue/ Desk-2/ Sec. 43/ SR-42/ 2010
Office of the Sub Divisional Officer,
Javhar Sub Division, Javhar, Dist. Thane
Date : 04/03/2010

Read :-

1. Application dated 15/09/2009 of Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, through PoA Holder Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane
2. Application of Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane dated 15/09/2002 for grant of permission as contemplated u/s 43 of the Tenancy Act
3. This office public notice No. Revenue/ Desk-2/ Sec. 43/ SR-42/ 2010 dt. 15/12/2009
4. Enquiry Report from the Circle Officer, Mandva, bearing No. 10/10 dated 11/01/2010
5. Statements of Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, dated 27/11/2009
6. Statements of Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane, dated 27/11/2009
7. Affidavit of Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, dated 27/11/2009
8. Sale permission order passed by Additional Collector, Thane, Head Quarter- Javhar, bearing No. Revenue/ Desk-1/ T-2/ Land/ SR-10/ 2010 dated 02/03/2010
9. Notification No. Tenancy/ 67/73/ 22540/ AM/ dt. 13/6/74 issued by the Upper Secretary, Revenue & Forest Dept. Mantralaya, Mumbai -32.
10. Approved Note of this office dated 04/03/2010

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ORDER :-

Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, have submitted application dated 15/09/2009 for grant of necessary permission u/s 43 of the Tenancy Act, in respect of land owned by them and to the extent of land to their share, for selling it to Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane, for Agricultural Purpose.

Description of land

Village/ Taluka	Survey No.	Total Area (Ha R)	Revenue Assessment (Rs. Paise)	Area proposed for sale
Village Vijaypur, Tq. Wada	Old Survey No. 217/ 2 Part, New Sy. No. 94/2B	1-20-0	1-01	1-10-0

Enquiry of this application is made and statements of concerned persons are recorded. The land under sale is subject to Section 43 of the Tenancy Act, having restricted ownership, hence without obtaining necessary permission from the Additional Collector, Thane, Head Quarter- Javhar, this land cannot be alienated. Applicants are physically and financially

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not in position to cultivate this land and they have decided to give up the agricultural activities, hence they are going to sell this land to Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane. The reason cited by Applicants are found true and correct during enquiry.

Applicants have paid premium amount of Rs. 50/- (Rupees fifty only) vide challan No. 100 dated 4/3/2010 in the Govt. account.

Therefore, in exercise of powers conferred upon me, I, S.M. Kurtakoti, Sub Divisional Officer, Javhar Sub Division, Javhar, Dist. Thane, hereby grant Permission u/s 43 of the Mumbai Tenancy & Agricultural Land Act, 1948, to the Applicants- Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, for selling of above described land owned by them and to their shares to Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane, on the following terms and conditions.

a) In respect of said land, public notice was given in respect of permission u/s 43 of Tenancy Act, but no objections were received within 30 days.

b) Circle Officer in his report stated that, provision Tribal Act, is not violating by this transaction.

c) The original land holder is not rendered landless after selling of above land.

Terms and conditions :-

1. The sale transaction agreed between two parties be concluded within a period of one year from the date of this order.
2. In case there is violation of any provision under the Act of 1974 and Act of 1975, this permission stands cancelled automatically.
3. If the said land is subject matter of any suit before the Civil Court, this permission shall be treated as cancelled automatically.
4. In case right of any third person whose name is not appearing in revenue record is abridged by this transaction,

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then Seller and Purchaser shall be held responsible for the same and this permission shall be cancelled.

5. The purchaser has purchased the said land for agricultural purpose. In case it is found that, said land is used for any other purpose, the said land shall be forfeited in favour of Government.
6. Use of land for agricultural purpose shall be commenced within a period of one year from the date of purchase.
7. Seller/ purchaser shall be liable to comply if any amendment in Tenancy Act or Rules thereunder is made.

In case breach of any term of this order is found or any irregularity is observed, this order shall be cancelled and parties shall be liable for action u/s 84c of the Mumbai Tenancy and Agricultural Land Act, 1948.

Sd/-xx
(S.m. Kurtakoti)
Sub Divisional Officer,
Javhar Sub Division, Javhar,
Dist. Thane

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Copy To-

1. Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane

2. Shri Atulkumar Nirmalkumar Shetti, R/o Nane, Tq. Wada, Dist. Thane

Copy to - Tahsildar, Wada for Talathi of Saza Kone .. for necessary action.

Stamp and Sign of
Sub Divisional Officer, Javhar Sub Division, Javhar,
Dist.Thane,

(T.C.)

Sale

दस्त क्रमांक ९३८/२०१०

३/९९

ANNEXURE R3 | 5 (Colly)

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महाराष्ट्र शासन - नोंदणी व मु विभाग

मुल्यांकन अहवाल सन 2010

1. दस्ताचा प्रकार :- खरेदीखत अनुच्छेद क्रमांक 25(b) Cl-(g).c
2. सादरकर्त्याचे नांव :- निर्मीला लाक्कु शुलाट
3. तालुका :- वसई
4. गावाचे नाव :- खिरवली
5. नगरभुमापन क्रमांक/सर्वे क्र./अंतिम भुखंड क्रमांक :- २८/२५-
6. मूल्य दरविभाग (झोन) :- ५ उपविभाग
7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औदयोगिक

   प्रति चौ.मी.दर :- ८ — — — —
8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- ७-१०-० पुणे- कारपेट / बिल्ट अप चौ.मीटर / फूट
9. कारपार्किंग :- — गच्ची :- — पोटमाळा :- —
10. मंजला क्रमांक :- — उदवाहन सुविधा आहे / नाही
11. बांधकाम वर्ष :- ८ घसारा :- —
12. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
13. बाजारमुल्यदर तक्त्यातील मार्गदर्शक सुचना क्र.:- _____ ज्याच्ये दिलेली घट / वाढ
14. लिव्ह ॲन्ड लायसन्सचा दस्त :-1. प्रतिमाह भाडे रक्कम :- —

    निवासी / अनिवासी 2. अनामत रक्कम / आगावू भाडे :- —

    3. कालावधी :- —
15. निर्धारीत केलेले बाजारमूल्य :- २७०००० /-
16. दस्तामध्ये दर्शविलेली मोबदला :- २७०००० /-

रु. ९२२४/०० चालन मुद्रांक १०८००/ वरील २७००० अदा केली आहे

17. देय मुद्रांक शुल्क:- ५००/- भरलेले मुद्रांक शुल्क:- ५००/-
18. देय नोंदणी फी:- ३००/-

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२/९१

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।। श्री स्वामी समर्थ ।।

मुद्रांक विक्री पावती

श्री.निलेश मणिलाल आंबवणे

मुद्रांक विक्रेता

मु.पो.ता.वाडा,जि.ठाणे- ४२१३०३ पावती क्र.1177

परवाना क्रमांक - ०५१/२००२

मुद्रांक विक्रीचे ठिकाण : नंदनवन अपार्टमेंट,गाळा नं.९/१, तहसिलदार कार्यालयासमोर,वाडा,जि.ठाणे

श्री./श्रीमती निर्मिला बारकू चुतार रा. अंबोशी

ता. खिवनी जि. ठाणे यांना हस्ते

श्री./श्रीमती महेश डिगणे रा. वाडा

ता. वाडा जि. ठाणे यांचे जवळ ता 31/3 /२०१० रोजी

खालील प्रमाणे.मुद्रांक विक्री आमचे जनरल मुद्रांक विक्री रजिस्टर नुसार केली असे.

अ. क्र.	मुद्रांक रजिस्टर क्रमांक	मुद्रांकाची किंमत	मुद्रांकाची संख्या	एकूण रक्कम रुपये
	—	१०	१	
२.	—	२०	—	
३	—	५०	—	—
४	31/22 —	१००	१	१००/-
५.	**31/23 —	५००	१	५००/-
६	—	१०००	—	
७.	—	५०००	—	
		एकूण	२	६००/-

अक्षरी रुपये : सहाशे रुपये — मात्र रोख मिळाले.

स्थळ : वाडा

पावती दिल्याचा दिनांक 31/3/२०१०

सही

(श्री.निलेश मणिलाल आंबवणे)

मुद्रांक विक्रेता -वाडा

ता.वाडा,जि.ठाणे.

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा सत्यमेव जयते जि ठाणे DIST THANE

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तारिख 31 MAR 2010

निलेश मणिलाल ओसवाणे
परवाना क्र.वाडा 051/2002

SUB - TREASURY OFFICER WADA

17 MAR 2010

REGISTRAR WADA

दस्त ६

दस्त क्रमांक ६३८/२०१०

३/६१

: कायमचे खरेदीखत :—

(शेती कामी)

दि. २७/०७/२००९ रोजी नोंदलेले कुलमुखत्यारपत्र, दस्त क्र. १२२४/२००९ च्या अनुषंगाने मुद्रांक शुल्क फी भरलेली आहे.

कायमचे खरेदीखत मौजे विजयपूर, ता. वाडा, जि. ठाणे. येथील जमिन मिळकतीचे.

दिनांक: २०/०४/२०१० रोजीचे

—२—

THE SEAL OF THE SUB REGISTRAR WADA
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—२—

१) सौ. निर्मला बारकु सुतार
वय — ३८ वर्ष, धंदा — गृहीणी
रा. गणेशपूरी, ता. भिवंडी, जि. ठाणे.

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खालील अक्र. १ ते ५ तर्फे कुलमुखत्यार म्हणून

१) श्री. गोपाळ मंगेश वाघ
वय — ५० वर्ष, धंदा — शेती,
२) श्री. लक्ष्मण मंगेश वाघ
वय — ४८ वर्ष, धंदा — शेती,
३) शालु बाबू गोतारणे
वय — ५३ वर्ष, धंदा — शेती,
४) श्री. राजा गणपत वाघ
वय — ३३ वर्ष, धंदा — शेती,
५) रंजना चंदर कातकरी
वय — ३० वर्ष, धंदा — शेती,
सर्व रा. विजयपूर, ता. वाडा जि. ठाणे,

..... कायमचे खरेदीखत लिहून देणार —

यांस

१) सौ. निर्मला बारकु सुतार
वय — ३८ वर्ष, धंदा — गृहीणी
रा. गणेशपूरी, ता. भिवंडी, जि. ठाणे.

..... कायमचे खरेदीखत लिहून घेणार —

कारणे कायमचे खरेदीखत लिहून देत आहोत की, आमचे मालकीची व कब्जेवहिवाटीची सरकार रेकॉर्ड क़ागदी मार्फ़ी असलेली पुढील परिशिष्टांत वर्णन केलेली शेतजमिन मिळकत हि मौजे म्हास येथील उक्ती किंमत रुपये रु. २,७०,०००/— (अक्षरी — दोन लाख सत्तर हजार रू. मात्र रुपयांचे) रुपयांस कायमची विकत देऊन मालक म्हणुन आज रोजी ती प्रत्यक्ष तुमचे कब्जात दिली आहे. किमतीचे सर्वच्या सर्व रकमेचा भरणा हा मी तुमच्याकडून खालीलप्रमाणे घेऊन पावलो आहे.

N. Sutar —३—

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१) श्री. गोपाळ मंगेश वाघ व श्री. लक्ष्मण मंगेश वाघ ९८,०००/— रू. दि. ठाणे जिल्हा मध्यवर्ती सहकारी बॅंक वाडा शाखा. चेक नं. २२४७२३ दिनांक १७/०४/२०१०.

२) श्री. गोपाळ मंगेश वाघ व श्री. लक्ष्मण मंगेश वाघ ५०,०००/— रू. दि. ठाणे जिल्हा मध्यवर्ती सहकारी बॅंक वाडा शाखा. चेक नं. २२४७२१ दिनांक १७/०४/२०१०.

३) श्री. गोपाळ मंगेश वाघ व श्री. लक्ष्मण मंगेश वाघ ९७,०००/— रू. दि. ठाणे जिल्हा मध्यवर्ती सहकारी बॅंक वाडा शाखा. चेक नं. २२४७२४ दिनांक १७/०४/२०१०.

४) सौ. रंजना चंदर कातकरी रू. १०,०००/— किसान विकास पत्र दि. ३०/०३/२०१०.

५) सौ. रंजना चंदर कातकरी रू. १०,०००/— किसान विकास पत्र दि. ३०/०३/२०१०.

६) सौ. रंजना चंदर कातकरी रू. ५,०००/— किसान विकासपत्र दि. ३०/०३/२०१०.

अशी एकुण २,७०,०००/— (अक्षरी — दोन लाख रू. मात्र) संपूर्ण रक्कम अदा करण्यांत आलेली आहे.

किंमतीपैकी आता माझे तुमच्याकडे काहीही येणे बाकी राहिलेले नाही. त्याबद्दल माझी अगर माझे वालीवारसांची कायमची हरकत राहिलेली नाही.

अशी मिळकत तुकडी व जिल्हा परिषद ठाणे, पोटतुकडी जव्हार, सब रजिस्ट्रार वाडा, तालुका व पंचायत समिती वाडा, ग्रामपंचायत विजयपूर/कोने हद्दितील मौजे विजयपूर या गावची एकूण मिळकतीचा/क्षेत्राचा परिशिष्ट अ मध्ये वर्णन केल्याप्रमाणे—

परिशिष्ट अ

सर्व्हे. नं.	हिस्सा. नं.	क्षेत्र हे. आर. प्र.	आकार रु. पै.
९४	२पै	१—२०—०	१ = ०१

एकुण क्षेत्र १—२०—० प्रति.

—४—

N. Gurle

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—४—

वरील तुम्हांस विकत व कब्जात दिलेल्या शेतजमिन मिळकतीस यापुढे "सदरमिळकत" असे संबोधीले आहे.

वर नमुद केलेल्या मिळकतीच्या चतु:सिमा खालीलप्रमाणे आहेत.

पुर्वेस — श्री. बाळाराम काळु धुळे यांची जमिन.
पश्चिमेस — श्री. बाळाराम काळु धुळे यांची जमिन.
दक्षिणेस — श्री. नरेश ठाकरे यांची जमिन.
उत्तरेस — श्री. बाळाराम काळु धुळे यांची जमिन.

सदर मिळकत लिहून देणार हे आदेवासी असल्याने सदर मिळकतीची विक्री परवानगी महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ३६ (२) ची लिहून घेणार यांनी अपर जिल्हाधिकारी ठाणे, मुख्यालय जव्हार, यांच्याकडून दि. ०२/०३/२०१० रोजी आणली आहे. सदर परवानगीचा क्र. महसूल/कक्ष-१/टे-२/जमिनबाब/एसआर-१०/१०. असा आहे.

सदर मिळकत लिहून देणार यांची मिळकत कुळ कायदयाची असल्याने सदर मिळकतीची विक्री महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४३ ची परवानगी लिहून घेणार यांनी उपविभागीय अधिकारी जव्हार, यांच्याकडून दि. ०४/०३/२०१० रोजी आणली आहे. सदर परवानगीचा क्रमांक/उविज/महसूल/कक्ष-२/विप४३/एसआर-४२/१० असा आहे.

सदर शेतजमिन मिळकत, त्या जमिन मिळकतीतील झाड, झाडोरा, दगडधोंडा, काष्टपाणाण, जाणेयेणेचे मार्ग, पाणी जाणेयेणेचे मार्ग, पावसाचे पाणी जाणेयेणेचे मार्ग, सांडपाणी जाण्याचे मार्ग, [illegible] पर्यंतचे तसेच पुर्वापार वहिवाटीचे सर्व हक्क सुध्दा तुम्हांस वरील प्रमाणे संपूर्ण उक्त्या किमतीस कायमची विकत देवून ती आजरोजी प्रत्यक्ष तुमचे कब्जात दिलेली आहे. सदर शेतजमिन मिळकतीचा जमिनीपासून ते [illegible] प्रकाशापर्यंतचा कब्जा आम्ही तुम्हांस आजरोजी दिला आहे.

सदर शेतजमिन मिळकत हि मी तुम्हांस वरीलप्रमाणे एकूण किंमतीस कायमची विकत देऊन तिचा प्रत्यक्ष कब्जा तुम्हांस दिला आहे. सदर मिळकत ही शेती कामी विकत घेतली आहे. व सदर मिळकतीचा उपयोग शेतीसाठीच करावयाचा आहे.

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वडट
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सदर शेतजमिन मिळकत हि मी यापुर्वी इतर दुसरे कोणासही तारण, गहाण, दान, बक्षीस, फरोक्त वगैरे अन्य मार्गाने दिलेली नाही. तसेच ती इतर दुसरे कोणासही लेखी अगर तोंडी करारानें भाडयाने वगैरे दिलेली नाही. तसे काही असल्यास त्याचे निवारण मी माझे पदर खर्चाने करुन देईन. सदर जमिन मिळकतीवर कोणाचाही कर्ज बोजा राहीलेला नाही. सदर मिळकतीबाबत कोणत्याही कोर्टात दावा चालू नाही. सदर शेतजमिन मिळकत हि कोणत्याही खात्यामार्फत संपादित केलेली नाही अगर तशी नोटीस मला लागलेली नाही.

सदर शेतजमिन मिळकत हि माझेच मालकीची व कब्जेवहिवाटीची असून ती विकण्याचा संपूर्ण अधिकार मला आहे. या अधिकारानेच सदर मिळकतही मी तुम्हांस वरील प्रमाणे एकूण उक्त्या किमतीतस कायमची विकत देऊन मालक म्हणून आज रोजी ती प्रत्यक्ष तुमचे कब्जात दिली आहे. तुम्ही सेकडची सर्व कागदपत्रे व सरकारी रेकॉर्ड पाहिले आहेत. व आमचे माझे मौकटबल टायटलची पुर्ण खात्री तुमचे वकिलांमार्फत सुध्दा करुन घेतली आहे व त्याबाबतीत खात्री झालेली आहे. आजपर्यंतचा सर्वकर आम्ही भरला आहे. यापुढील सर्व कर अगर अन्य देणी वगैरे तसेच यापुढे होणारा सर्व खर्च तुम्ही करणेचा आहे.

सदर शेतजमिन मिळकतीवर आता माझा अगर माझे भाऊबंध इस्टेटवाली अगर इस्टेट वालीवारसदार यांचा अगर इतर अन्य दुसरे कोणाचाही कब्जा, हिस्सा, हितसंबंध वगैरे काहीही राहीलेला नाही. त्याबाबत तुम्हांस कुणी काही हरकत आणून वाद निर्माण केल्यास त्याचे निवारण मी माझे पदर खर्चाने करुन देईन. सदर शेतजमिन मिळकत ही आज तुमचेच मालकीची झाली.

सदर शेतजमिन मिळकत सरकारी रेकॉर्ड प्रमाणे अविभाज्य सामाईकांत दाखल करावयाची असे सबब, सामीनीचा कोणताही तुकडा पडणार नाही. सदर शेतजमिन मिळकतही तुमचे नावे करणेसाठी लागणारे माझे जाब जबाब, सहया, संमत्या मी तुम्हांस हरकत देईन. तसेच या कायमचेखरेदीखत दस्ताचे बळकटीसाठी आणखी काही दस्त लिहून द्यावे लागल्यास ते मी तुम्हास विना हरकत व विना मोबदला असे लिहून देऊन व त्याची नोंदणी करणेसाठी नोंदणी कार्यालयात हजर राहू. परंतु याबाबतचा सर्व खर्च तुम्ही करणेचा आहे.

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किंमतीची सर्वच्या सर्व रक्कम मी तुमच्याकडून भरण्यात उल्लेख केल्याप्रमाणे घेवून पावलो आहे, करीता स्वतंत्र भरणा पावतीची गरज नाही. सदरहू जमीन ही शेतजमिन असल्यामुळे व त्याचा वापर शेतीसाठीच करीत आहे. म्हणून या करारासाठी शेतजमीन म्हणून मुल्यांकन लागू होत असल्याने, शेतजमिन प्रमाणे येणारे मुद्रांक शुल्क भरण्यात आले आहे.

जमिन विकत घेणार यांचे कमाल जमिन धारणा कायद्याने विहीत केलेल्या क्षेत्रापेक्षा अधिक क्षेत्रफळ होत नाही.

लिहून घेणार हे शेतकरी असल्याने त्यांचा मौजे निंबवली, ता. वाडा, जि. ठाणे. येथील स.नं. २३/७/ब चा, शेतकरी असल्याचा ७/१२ दस्तासोबत जोडला आहे.

हे कायमचे खरेदीखत मी माझे राजीखुशीने, अक्कल हुशारीने लिहून दिले असून ते माझेवर व वालीवारसांवर बंधनकारक आहे व राहील.

साक्षीदार

१) सौ. निर्मला बारकु सुतार

खालील अक्र. १ ते ५ तर्फे कुलमुखत्यार म्हणून

१) श्री. गोपाळ मंगेश वाघ
२) श्री. लक्ष्मण मंगेश वाघ
३) शालु बाबू गोतारणे
४) श्री. राजा गणपत वाघ
५) रंजना चंदर कातकरी

(लिहून देणार)

THE SEAL OF THE SUB REGISTRAR WADA
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जि ठाणे DIST THANE

१) सौ. निर्मला बारकु सुतार

(लिहून घेणार)

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फॉर्म नं. २५ (१) गांव नमुना स

(महाराष्ट्र जमिन अधिकार अ
नियम १९७१-यातील नियम ३, ५, ६, ...

जिल्हा पुर तालुका : वाडा

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारण पद्धती
९४/२/ब		निलप्र

स्थानिक नांव

	हेक्टर	आर	प्रति
	चौरस मिटर		
	९	२०	०
एकूण	९	२०	०
	-	-	-
	रुपये	पैसे	
	१	११	

भोगवटाधाराचे नांव

गोपाळ मंगेश वाघ
लक्ष्मण मंगेश वाघ
शालु बाकु गोतारणे
राजा गणपत वाघ
रेजना भेर कानकरी
(८४) (१८८) (१५५४) (१५५५)
(१६४७) (१६४८) (५०)
(२५८) आदिवासी

खाते क्रमांक :

कुळाचे नांव :

नि.स.प्र.कु.का.क. ४३ प्रमाणे

इतर अधिकार

(४१) (१६४८)

म.ज.म.अधि.१९६६ चे क.३६ व ३६ अ ला अधिन

सीमा आणि भुमापन चिन्हे :

REGISTRAR WADA

गांव नमुना १२ (पिकांची नोंदवही)

(महाराष्ट्र जमिन महसूल अधिकार अभिलेख आणि नोंदवहया तयार करणे व सुस्थितीत ठेवणे)नियम १९७१-यातील नियम २९)

हंगाम	पिकाखालील क्षेत्र									पडीत व पिकास निरुपयोगी अशा जमिनीचा तपशील		पाणी पुरवठ्याचे साधन	जमीन कसणाऱ्याचे नांव	शेरा
	मिश्रपिकांचे एकूण क्षेत्र			घटक पिके व प्रत्येक पिकाचे क्षेत्र			निर्भेळ पिकाचे क्षेत्र							
	मिश्रपिकांचा संकेतांक	जलसिंचन	अजल सिंचन	पिकाचे नांव	जलसिंचन	अजल सिंचन	पिकाचे नांव	जलसिंचन	अजल सिंचन	खरब	क्षेत्र			
१	२	३	हे.आ. ४	हे.आ. ५	६	हे.आ. ७	हे.आ. ८	९	हे.आ. १०	हे.आ. ११	१२	हे.आ. १३	१४	१५	१६
								भात							
१०								खरीप	९-२०		- ०				

सदर बाहुकूम नक्कल खरी असे

दिनांक : २२/३/१०

N. Sutar

तलाठी राजा

तलाठी सजा कोने
ता.वाडा,जि.ठाणे

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अधिकार अभिलेख पत्रक

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

तालुका : वाडा जिल्हा : ठाणे

गट क्रमांकाचा उपविभाग	भूधारणा पद्धती	भोगवटादाराचे नाव	५ ड ८
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			३०/६,

गाव	क्षेत्र आकार आणे पै	पो.ख.	फे.फा.	खाते क्रमांक
उप क्षेत्र मी.	ताई बारकू सुतार	(१४२)		२१
०.२५.००	निर्मला बारकू सुतार	(१४२)		कुळाचे नाव
	काशिनाथ बारकू सुतार	(१४२)		
	कृष्णा बारकू सुतार	(१४२)		इतर अधिकार
	एकनाथ बारकू सुतार	(१४२)		म. ज. म. अ. १९६६ कलम ३६ व ३६ अ अन्वये हस्तांतरणास बंदी
				आदिवासी खातेदार (१)
				वारस
				सिता सदानंद मढवी (१४२)
०.२५.००				
पोटखराबा अयोग्य				
०.२४				
आणी १				सीमा आणि भूमापन चिन्हे

REGISTRAR WADA दस्त क्रमांक (१२२)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम २१]

हंगाम	पिकाखलील क्षेत्राचा तपशील						जल सिंचनाचे साधन	शेरा
	मिश्र पिका खालील क्षेत्र			निर्भेळ पिकाखालील क्षेत्र		पडीसाठी उपलब्ध असलेली जमीन		
	मिश्रणाचा संकेत क्रमांक		घटक पिके व प्रत्येका खालील क्षेत्र					
	जल सिंचित	अजल सिंचित	पिकाचे नाव	जल सिंचित	अजल सिंचित	पिकाचे नाव	स्वरुप क्षेत्र	
उपोप						भात ०.२५.००		

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तहसिलदार वाडा

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३१.९७

वाचले

क्रमांक/उविज/महसूल/कक्ष-२/विप४३/एसआर-४२/१०
उपविभागीय अधिकारी जव्हार विभाग
जव्हार यांचे कार्यालय, जि.ठाणे.
दिनांक:-०४/०३/२०१०.

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१. श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा, जि.ठाणे यांचा कु.का.ची जमीन विक्री परवानगी मिळणे बाबतचा विनंती अर्ज दि. १५/०९/२००९.
२. श्रीम. निर्मला बारकू सुतार, रा. गणेशपुरी, ता. भिवंडी जि.ठाणे यांचा कु.का.क. ४३ ची जमीन खरेदी परवानगी मिळणे बाबतचा विनंती अर्ज दि. १५/०९/२००९.
३. इकडील कार्यालयाची जाहीर नोटीस क्रमांक/महसूल/कक्ष-२/टेनन्सी/एसआर-०९/१०, दि.१५/१२/२००९.
४. मंडळ अधिकारी मांडवा यांचा चौकशी अहवाल क्र. १०/१०, दि. ११/०१/२०१०.
५. श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा, जि.ठाणे यांचा जबाब दि. २७/११/२००९.
६. श्रीम. निर्मला बारकू सुतार, रा. गणेशपुरी, ता. भिवंडी जि.ठाणे यांचा जबाब दि. २७/१२/२००९.
७. श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा, जि.ठाणे यांनी केलेला प्रतिज्ञापत्र दि. २३/११/२००९.
८. मा. अपर जिल्हाधिकारी ठाणे मुख्यालय जव्हार यांचेकडील आदेश क्र.महसूल/कक्ष-१/टे-२/जमीनबाब/एसआर-१०/१०, दि. २/३/२०१०. चा विक्री परवानगी आदेश.
९. मा. अपर सचिव महसूल वन विभाग, मंत्रालय मुंबई - ३२ यांचेकडील ज्ञापन क्र.टेनन्सी/६७/७३/२२५४०/अेम/दिनांक १३/६/७४.

कार्यालयाची मंजूर टिपणी दिनांक- ०४/०३/२०१०.

आदेश

श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा जि.ठाणे यांच्या हिस्सेची म्हणजेच श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा जि.ठाणे यांच्या मालकीची व वहिवाटीची खालील वर्णनाची जमीन शेती व प्रयोजनार्थ श्रीमती निर्मला बारकू सुतार, रा. गणेशपुरी, ता. भिवंडी जि.ठाणे यांना विक्री करण्यासाठी परवानगी मिळावी म्हणून दि. १५/०९/२००९ रोजी विनंती केली आहे.

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सह दुय्यम निबंधक कार्यालय वाडा जि.ठाणे
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जमिनीचे वर्णन

गांव	तालुका	ग.नं.	एकूण क्षेत्र हे.आर.प्र.	विक्री क्षेत्र	आकार रु.पै.
विजयपुर	वाडा	जु.स.नं.२१७/२ पै न.स.नं.९४/२ ब	१-२०-०	१-१०-०	१.०१

प्रकरणी जरुर ती चौकशी पूर्ण करण्यात आली असून संबंधिताचे जबाब ही घेण्यात आले आहेत. उपरोक्त जमिन कुळ कायदा ४३ खाली नियंत्रित सत्ता प्रकारची असुन जमिनीची खरेदीची किंमत पूर्ण भरण्यात आलेली आहे. अर्जदार उपरोक्त जमीन करणेस शारिरीक दृष्टया तसेच आर्थिक दृष्टया असमर्थ असल्याने त्यांना शेती व्यवसाय सोडून देण्याचा आहे. या कारणामुळे शेती या प्रयोजनार्थ प्रस्तुतची जमीन श्रीम. निर्मला बारकू सुतार, रा. गणेशपुरी, ता. भिवंडी जि.ठाणे यांचा विक्री करणार आहेत. खातेदार/खरेदीदार यांनी जमीन खरेदी / विक्री बाबत दिलेले कारण प्रामाणिक व संयुक्तीक असल्याचे चौकशीत निष्पन्न झाले आहे.

अर्जदार यांनी जमिनीचा नजराना रक्कम रुपये ५०/- अक्षरी पन्नास मात्र चलन क्रमांक १०० दिनांक ४/०३/२०१० अन्वये तहसिलदार खाजिन्याला जमा केला आहे. त्या अर्थी मुंबई कुळकायदा व शेतजमीन अधिनियम १९४८ चे कलम ४३ अन्वये मला प्रदान करण्यात आलेल्या

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अधिकाराचा वापर करुन मी श्री. एस.एम.कुर्तकोटी उपविभागीय अधिकारी जव्हार विभाग, जव्हार, श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा जि.ठाणे त्यांच्या हिस्सेची म्हणजेच श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा जि.ठाणे यांच्या मालकीची जमीन खरेदीदार यांना उपरोक्त जमीन शेती या प्रयोजनार्थ श्रीम. निर्मला बारकू सुतार, रा. गणेशपुरी, ता. भिवंडी जि.ठाणे यांचे नावे गणेशपुरी ता. भिवंडी येथे शेतजमीन असल्याने शेतकरी आहेत. खालील शर्तीस व अटीस अधिन राहून देत आहे.

अ) प्रकरणातील जमीन ही कु.का.क. ४३ चे विक्री परवानगीची जाहीर नोटीस प्रसिध्द केली असून ३० दिवसांत हरकती आलेल्या नाहीत.

ब) मंडळ अधिकारी यांचे चौकशी अहवालात आदिवासी कायदा लागू नसल्याचे खात्री केली आहे.

क) मुळ जमीन मालक प्रकरणातील जमीन विक्री केल्यानंतर भूमिहिन होत नाहीत.

दस्त क्रमांक ९३८/२०१०

३२/६१

खालील शर्तीस व अटीस अधिन राहून देत आहे.

१. वरीलप्रमाणे विक्रीचा व्यवहार वरील दोन पक्षकारांमध्ये या आदेशाचे तारखेपासून एक वर्षात पूर्ण करावा.
२. जर वरील हमन सन १९७४ व १९७५ चे आदिवासी ज़मीन प्रत्यार्पित करण्याच्या कायद्यान्वये बाधित असेल तर ही परवानगी रद्द होण्यास पात्र राहील.
३. वरील जमीनी बाबत अन्य कोणत्याही न्यायालयात वाद चालू असेल तर सदरची परवानगी रद्द झाली असे समजण्यात येईल.
४. वरील व्यवहाराने सध्या कागदावर नसलेने कोणत्याही हक्कात बाधा येत असेल तर त्या बाबत दोन्ही पक्षकार जबाबदार राहतील.
५. खरेदीदार यांनी सदर जमीन शेती वापरासाठी घेतली असून त्यांनी त्याच कारणासाठी सदर जमिनीचा वापर करावा.
६. खरेदीदार यांनी उपरोक्त जमीन खरेदी केल्यापासून एका वर्षाच्या आत शेतीसाठी वापर करणे आवश्यक आहे.
७. विक्री करणारे / खरेदीदार यांनी शासनाचे पुर्वलक्षी प्रभावाने कुळ कायद्यात किंवा त्या खालील नियमात दुरुस्ती केल्यास किंवा तसेच आदल्या दुरुस्ती कलमानुसार / आदेशानुसार / अनर्जीत उत्पन्नाच्या निम्म्या भागाची रक्कम अशा दुरुस्ती नंतर / आदेशानंतर एका महिन्याचे आत शासनाकडे भरणेस संपूर्ण जबाबदारी राहिल.

वरीलपैकी कोणत्याही शर्तीचा अथवा नियमाचा भंग झाल्यास सदरची परवानगी रद्द होण्यास पात्र राहिल व प्रकरण मुंबई कुळ वहिवाट व शेतजमीन अधिनियम १९४८ चे कलम ८४ क प्रमाणे कार्यवाहीस पात्र राहिल.

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा सत्यमेव जयते जि ठाणे DIST THANE

(एस.एम.कुर्तकोटी)
उपविभागीय अधिकारी
जव्हार विभाग जव्हार

प्रत श्री. गोपाळ मंगेश वाघ वगैरे ४ रा. विजयपूर ता. वाडा जि.ठाणे यांस
श्री. अतुलकुमार निर्मलकुमार शेट्टी, रा. ठाणे, ता. वाडा जि.ठाणे यांस

प्रत:- तहसिलदार वाडा तलाठी सजा-कोने यांचेकडील त्या कार्यवाहीसाठी रवाना.

उपविभागीय अधिकारी
जव्हार विभाग जव्हार

Gopal Mangesh Wagh & other-4 Vijaypur-wada-sr-94-2b-Area-1-20-0 paykee-1-10-0Hr-36-36a7 -

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क्र.महसूल/कक्ष-१/टे-२/जमीनबाब/एसआर-१०/१० 134
अपर जिल्हाधिकारी ठाणे यांचे कार्यालय
मुख्यालय जव्हार
दिनांक:-०२/०३/२०१०

वाचले:-

१) श्री. गोपाळ मंगेश वाघ व इतर-४ रा. विजयपुर, ता.वाडा, जि.ठाणे यांची कु.मू.धा श्रीमती निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे यांचा दिनांक ०२/०९/२००९ रोजी चा अर्ज.

२) श्रीम.निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे यांचा दि-०२/०९/२००९ रोजी चा अर्ज.

३) तहसिलदार वाडा यांचेकडील पत्र क्र.महसूल/क.१/टे.१/जमिन/कावि-६३७/२०१०, दि-१६/०१/२०१०, क्रमांक/महसुल/क.१/टे.१/जमिन/कावि-१९/१०,दि-०६/०२/२०१० व मह.क्रमांक/महसूल/कक्ष-१/टे-१/कावि-९/१०, दि-१५/२/२०१०

४) महाराष्ट्र शासन महसूल व वन विभाग परिपत्रक क्र.आदिवासी/१०७९/३३८५६/ल-९ दिनांक ४ मार्च १९८२.

आदेश:-

ज्याअर्थी श्री. गोपाळ मंगेश वाघ व इतर-४ रा. विजयपुर, ता.वाडा, जि.ठाणे यांची कु.मू.धा श्रीमती निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे यांनी त्यांचे मालकीची मौजे विजयपुर, ता.वाडा, येथील जुना स.नं.२१७/२पै. चा नविन स.नं.९४/२ब चे क्षेत्र १-२०-० हे. आर. आकार १-०१ रू.पैसे पैकी विक्री क्षेत्र १-१०-० हे. आर. ही जमीन महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ३६ ३६अ मधील तरतुदिनूसार श्रीम.निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे यांना शेती प्रयोजनासाठी विक्री परवानगी मिळणेकामी या कार्यालयात दिनांक- ०२/०९/२००९ रोजी विनंती अर्ज सादर केला आहे.

जमिनीचा तपशिल

गाव/तालुका	स.नं	एकूण क्षेत्र (हे.आर)	आकार (रू.पै.)	प्रस्तावित विक्री क्षेत्र	आपसात ठरलेली रक्कम रूपये
१	२	३	४	५	६
मौजे विजयपुर ता.वाडा	जु.स.नं.२१७/२पै न.स.नं.९४/२ब	१-२०-०	१-०१	१.१०.०	२,७०,०००/-
	एकूण	१-२०-०	१-०१	१.१०.०	२,७०,०००/-

ज्याअर्थी सदर अर्जाची चौकशी तहसिलदार वाडा यांचे मार्फत केली असता जमीन विक्री परवानगी देण्याबाबत त्यांनी सहमती दर्शविली आहे. जमिन विकत घेणार व देणार दोघेही अनुसूचित जमातीचे (आदिवासी) आहेत. आदिवासी खातेदाराची जमीन दुसऱ्या आदिवासी खातेदारांस कृषीक कारणासाठी महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ३६(२) खाली विक्री परवानगी देण्यास जिल्हाधिकारी सक्षम आहेत.

त्याअर्थी मला प्रदान करण्यांत आलेल्या शक्तीचा वापर करून मी. कैलास जाधव अपर जिल्हाधिकारी, ठाणे मुख्यालय, जव्हार, याद्वारे श्री. गोपाळ मंगेश वाघ व इतर-४ रा. विजयपुर, ता.वाडा, जि.ठाणे यांची कु.मू.धा श्रीमती निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे यांचे मालकीची मौजे विजयपुर, ता.वाडा, जि.ठाणे येथील जुना स.नं.२१७/२पै. चा नविन स.नं.९४/२ब चे क्षेत्र १-२०-० हे. आर. आकार १-०१ रू.पैसे पैकी विक्री क्षेत्र १-१०-० हे. आर. ही जमीन महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ३६(२) खाली शेती कारणासाठी याद्वारे श्रीम.निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे यांना जमिनीची किंमत रक्कम रुपये २,७०,०००/- स्वीकारुन, खालील अटी व शर्तीना अधिन राहून जमीन विक्री करणेस परवानगी देत आहे.

१. श्री. गोपाळ मंगेश वाघ व ४ रा. विजयपुर, ता.वाडा, जि.ठाणे यांनी किंमत रु. २,७०,०००/- तहसिलदार यांचे समोर काहि रक्कम बचत सर्टिफिकेट मध्ये तर उर्वरीत रक्कम राष्ट्रीयकृत बॅकेत खाते उघडून अदा करावी.

२. ~~सक्षम प्राधिकारी यांनी दिलेल्या परवानगी प्रमाणे~~ कुळ कायदा कलम ४३(१) ची पोटहिस्सा पाडणीसाठी उप विभागीय अधिकारी, जव्हार विभाग, जव्हार यांची कुळ कायदा कलम ४३ ~~ची पोटहिस्सा पाडणीसाठी परवानगी मिळाल्याशिवाय~~ गांव दप्तरी अंमल देता येणार नाही.

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...विकत घेणार यांनी सदरच्या जमिनीचा वापर शेती कारणासाठी करणेचा आहे. जमिनीचा ...अन्य प्रयोजनासाठी केल्याचे निदर्शनास आल्यास जमीन सरकार जमा करणेत येईल.

...जमीन सन १९७४ चा महाराष्ट्र अधिनियम क्रमांक ३५ व सन १९७५ चा महाराष्ट्र अधिनियम ...१४ मधील तरतुदीस बाधा येत असेल अथवा सदरचे जमिनीबाबत दिवाणी न्यायालयात वाद ...असेल तर ही परवानगी आपोआप रद्द झाली, असे समजणेत येईल.

...व्यवहाराचे सध्या कागदोपत्रावर नसलेल्या एखाद्या व्यक्तिने कोर्टात हक्काचा दावा केल्यास ...जमीन मालक व खरेदीदार जबाबदार राहतील.

...जमीन खरेदीदार यांनी या कार्यालयाची पुर्व परवानगी शिवाय कोणासही विक्री गहाण, दान, ...तपत्र इत्यादी अन्य प्रयोजनासाठी हस्तांतरण करता येणार नाही.

...व्यवहाराने सध्या कागदपत्रावर नोंद नसलेले कोणतेही व्यक्तिचे हक्कात बाधा येत असल्यास ...विकत घेणार व देणार यांना जबाबदार धरणेत येवून परवानगी रद्द करणेत येईल.

...नीची संपूर्ण किंमत जमीन मालकास अदा झाल्याशिवाय सदर जमिनीबाबत खरेदीखत करता ...र नाही.

...खरेदी करणारे यांचेकडून जमीन विकत देणार खातेदाराची जमीन विक्री व्यवहारात ...पणूक झाल्याचे निदर्शनास आल्यास सदरचा आदेश रद्द करून खरेदीदार यांचे विरुध्द ...देशीर कारवाई करणेत येईल.

...नीचा प्रत्यक्ष ताबा घेतल्यापासून ६ महिन्यांत कृषीक कारणाखाली आणावी.

...नीचा तुकडा पडत असल्याने प्रथम समक्ष प्राधिकाऱ्याची पूर्व परवानगी घ्यावी त्यानंतरच सदर ...शास पुढील अमंल द्यावा.

...उताऱ्याच्या इतर हक्का सदरी असलेल्या नोंदी ह्या कायम राहतील व त्या अर्जदार यांचेवर ...न कारक राहतील.

...रणासोबत सादर केलेली कागदपत्रे अथवा माहिती, खोटी किंवा दिशाभूल करणारी आढळल्यास ...ची सर्वस्वी जबाबदारी अर्जदारांची/जमीन मालक व खरेदीदार यांची राहील तसेच दिलेले आदेश ...समजण्यात येईल.

...ील आदेशातील कोणत्याही शर्तीचा भंग झाल्याचे निदर्शनास आल्यास अथवा अन्य गैर व्यवहार ...ल्याचे निदर्शनास आल्यास सदरचा आदेश आपाआप रद्द झाल्याचे समजण्यात येईल.

...ISTRAR WADA ...डा यांची मुद्रा

अ ड ट
दस्त क्रमांक ९३८/२०१०
३१/१२/१७

सही/-XXX
(कैलास जाधव)
अपर जिल्हाधिकारी ठाणे
मुख्यालय जव्हार

...श्री. गोपाळ : संतोष वांघे व ४ रा. विजयपुर, ता.वाडा, जि.ठाणे
...श्रीम.निर्मला बारकू सुतार रा. गणेशपुरी, ता. भिवंडी, जि.ठाणे
तहसिलदार वाडा

...SEAL OF THE SUB REGISTRAR WADA ...निबंधक कार्यालय वाडा यांची मुद्रा ...DIST THANE

२/- जमीन खरेदीदार यांच्याकडून जमिनीची होणारी किंमत ...काही रक्कम ...बचत सर्टिफीकेट मध्ये तर काही रक्कम दिर्घ मुदतीच्या राष्ट्रीयकृत बँकेत ...उघडून ...मालकाचे नांवे ठेवावी. तसेच उभय पक्षकारांकडून आदेशातील अटींचे व शर्तीचे पालन होईल ...पहावे. पालन न झाल्यास पुढील योग्य ती कारवाई करून पुर्तता अहवाल सादर करावा.
...भ भिभागीय अधिकारी, जव्हार विभाग, जव्हार यांचेकडे माहितीसाठी व पुढील कार्यवाहीसाठी ...यांना.

...स्थळ प्रतिवर मा. अपर जिल्हाधिकारी ...
- यांची सही असे.

...अपर जिल्हाधिकारी ठाणे
...मुख्यालय जव्हार करिता

136

वाडा शाखा

Savings Bank A/c खाते नं.63 Branch

Non-MICR CHEQUE Date : 17/4/2010200

Pay गोपाळ मंगेश वाघ व लक्ष्मण मंगेश वाघ or Bearer

Rupees अठ्ठ्याण्णव हजार फक्त Rs. 98,000/-

L.F. Inl.

N/T ral Co-op. Bank Ltd.

दि हकारी बँक लि.

N. Sutar

O. No. 224723

ए ६८८

दस्त क्रमांक ६८८/२०१०

१७.१४

REGISTRAR WADA

वाडा शाखा मुद्रा

THE SEAL OF THE SUB REGISTRAR WADA

दुय्यम निबंधक कार्यालय वाडा शाखा मुद्रा

जि ठाणे

DIST THANE

N. Sutar

वडट
दस्त क्रमांक ९३८/२०१०
१९/१/१०

137

Savings Bank A/c
Non-MICR CHEQUE कोड नं.63 Branch
Date: 9/8/2010

Pay गोपाळ मंगेश वाघ व लक्ष्मण मंगेश वाघ

Rupees ... or Bearer

Rs. 40,000/-

L.F. Intl.

al Co-op. Bank Ltd.

...णे जिल्हा सहकारी बँक लि.

No. 224721

N. Sutar

SUB REGISTRAR WADA

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा ता.पंचायत समिती
जि ठाणे
DIST THANE

N. Sutar

138

Savings Bank A/c
Non-MICR CHEQUE

Branch
Date : 17/4/2010

Pay गोपाल मुकुंद वाडेकर व महेश्वर मुकुंद वाडेकर or Bearer

Rupees ...वादी बँक रुपये मात्र Rs. 97,000/-

A/c No. | L.F. | Int.

The Th ai Co-op. Bank Ltd.

दि ठाणे जिल्हा ... सहकारी बँक लि.

N. Sutar

O. No. 224724

वडट

दस्त क्रमांक ९३८/२०१०

१७/६९

16 REGISTRAR WADA
सय वाडा तहसील पालघर

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा तहसील पालघर
सत्यमेव जयते
जि ठाणे
DIST THANE

N. Sutar

दस्त क्रमांक ६३८/२०१० 139

किसान विकास पत्र

(परिपक्वता अवधि 8 वर्ष 7 माह)

10000

दस हजार रुपये

K.V.P. / 19CE 762734

एकल धारक @ Single Holder | संयुक्त 'अ' Joint 'A' | संयुक्त 'ब' Joint 'B'

KISAN VIKAS PATRA

(Maturity period 8 yrs 7 months)

10000

RUPEES TEN THOUSAND

श्रीमती रजनी चंदर कोठारी

वाडा (ठाणे)

(धारक / धारकों का नाम और पता)

को

के निर्गम की तारीख से, दो वर्ष और छः महीने समाप्त होने के बाद किसी भी तारीख को इस के पृष्ठ भाग में विनिर्दिष्ट राशि, जो भी उस तारीख को देय हो, अदा करने का वचन है। यह पत्र भारत सरकार, वित्त मंत्रालय की सूचना संशोधित अधिसूचना संख्या G.S.R. 370(अ) दिनांक 23 मार्च 1988 के अनुसरण में जारी किया गया है तथा समय समय पर संशोधित किया गया है।

@ जो भाग लागू न हों उन्हें काट दीजिए।

The Government of India promises to pay to

(Name and address of holder/holders)

on any date after the expiry of two years and six months, from the date of issue of this certificate, the amount specified on the reverse as due on such date. This certificate is issued pursuant to Government of India, Ministry of Finance Notification No. G. S. R. 370 (E) dated 23 rd March 1988 and amended from time to time.

@ Strike out portions not applicable.

डाकघर POST OFFICE WADA

निर्गम की तारीख DATE OF ISSUE 30 MAR 2010

पंजीकरण संख्या REGISTRATION NO. 17817

नामांकन पंजी में दर्ज NOMINATION REGISTERED

संख्या NO. 56 तारीख DATE 30 MAR 2010

Sub Post Master

SIGNATURE OF POSTMASTER

VADA (Thane) 421303

SUB REGISTRAR WADA

सह दुय्यम निबंधक वाडा यांची मुद्रा

THE SEAL OF THE SUB REGISTRAR WADA

दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा

सत्यमेव जयते

जि ठाणे

DIST THANE

N. Sutar

दस्त नं. ९३/२०१०

140

D M 30/10/2015

5000 पाँच हजार रुपए

5½ वर्षीय किसान विकास पत्र 5½ YEAR KISAN VIKAS PATRA

8J 35BC 399120

5000 RUPEES FIVE THOUSAND

भारत सरकार

The Government of India promises to pay to

को

on any date after the expiry of ten years and six months, from the date of issue of this certificate, the amount specified on the reverse as due on such date.

इस पत्र के निर्गत की तारीख से दस वर्ष और छः महीने समाप्त होने के बाद किसी भी तारीख को, इस पत्र के पृष्ठ भाग में विनिर्दिष्ट राशि, जो भी उस तारीख को देय हो, अदा करने का वायदा करती है। यह पत्र भारत सरकार, वित्त मंत्रालय की अधिसूचना संख्या सा. का. नि. 588 (इ), दिनांक 2 सितम्बर, 1993 के अनुसार जारी किया गया है।

This certificate is issued pursuant to Government of India, Ministry of Finance Notification No. G. S. R. 588 (E) dated the 2nd September, 1993, as amended.

Strike out portion not applicable.

POST OFFICE 30 MAR 2010

REGISTRATION NO. 17815

INFORMATION REGISTERED NO. 561 DATED 30 MAR 2010

Sub Post Master

UB REGISTRAR WADA
सब रजिस्ट्रार वाडा

THE SEAL OF THE SUB REGISTRAR WADA
उप नोंदणी कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

N. Sutar

141

किसान विकास पत्र

(अधिपक्वता अवधि 8 वर्ष 7 माह)

10000

दस हजार रुपये

K.V.P. / 19CE 762735

एकल धारक @ Single Holder	संयुक्त "अ" Joint 'A'	संयुक्त "ब" Joint 'B'

KISAN VIKAS PATRA

(Maturity period 8 yrs 7 months)

10000

RUPEES TEN THOUSAND

श्री देवजी चंदर कातारी

अलिशिया वडाला

(धारक / धारकों का नाम और पता) को

जिस की तारीख से, दो वर्ष और छः महीने समाप्त होने के बाद किसी भी तारीख को इस पृष्ठ भाग में विनिर्दिष्ट राशि, जो की उस तारीख को देय हो, अदा करने का वचन भारत सरकार, वित्त मंत्रालय की, एतद् संशोधित अधिसूचना संख्या जी.एस.आर. (अ) दिनांक 23 मार्च 1988 के अनुपालन में जारी किया गया है तथा संशोधन किया गया है।

@ जो भाग लागू न हों उन्हें काट दीजिए।

The Government of India promises to pay to

(Name and address of holder / holders)

on any date after the expiry of two years and six months, from the date of issue of this certificate, the amount specified on the reverse as due on such date. This certificate is issued pursuant to Government of India, Ministry of Finance Notification No. G. S. R. 370 (E) dated 23 rd March 1988 and amended from time to time.

@ Strike out portions not applicable.

डाकघर POST OFFICE WADA

जारी की तारीख DATE OF ISSUE 30 MAR 2010

पंजीकरण संख्या REGISTRATION NO. 17815

नामांकन पंजीकृत NOMINATION REGISTERED

संख्या NO. 36 तारीख DATED 30 MAR 2010

पृष्ठांकन देखें SEE REVERSE

हस्ताक्षर SIGNATURE OF POSTMASTER

VADA(Thane)421303

४६८
दस्त क्रमांक ६३८/२०१०
३०/६७

SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा जि ठाणे DIST THANE

N. Sutar

142

दि ठाणे जिल्हा मध्यवर्ती सहकारी बँक लिमिटेड, ठाणे.

	Balance B/F.....			0.00 CR
03/04/2010	BY CASH			500.00 CR
17/04/2010	BY TRF 030/45646		50000.00	50500.00 CR
17/04/2010	TO SELF 624008	25000.00		25500.00 CR
17/04/2010	TO SELF 623358	25000.00		500.00 CR
17/04/2010	BY TRF 030/45646		98000.00	98500.00 CR
17/04/2010	TO SELF 624042	25000.00		73500.00 CR
17/04/2010	TO SELF 624041	25000.00		48500.00 CR
17/04/2010	TO SELF 624040	25000.00		23500.00 CR
17/04/2010	TO SELF 624043	23000.00		500.00 CR
18/04/2010	BY TRFN 030/45646		97000.00	97500.00 CR
19/04/2010	TO SELF *624565	25000.00		72500.00 CR
19/04/2010	TO SELF *624898	22000.00		50500.00 CR
19/04/2010	TO SELF *624897	25000.00		25500.00 CR
19/04/2010	TO SELF *624564	25000.00		500.00 CR
		245000.00	245500.00	

*** End-of-Report *** 10.10 (28.03.2006)19/04/2010 - 01:12:09

REGISTRAR WADA

The Thane Dist Central Co.Op.Bank Ltd.
Br. Accountant
Wada

NEW TECH BUSINESS FORMS PVT. LTD. ☎ 2781 6537 / 38

दस्त

दस्त क्रमांक ९३८ / २०१०

२२ / ९

143

ADM

रोखी

पावती क्र. 000747 शिरगावपुर

नोंदणी ३९ म.

Regn. 39 m

दस्तऐवजाचा/अर्जाचा अनुक्रमांक 9228/10

दिनांक 26/6/10 सन २०

दस्तऐवजाचा प्रकार- अखत्यारपत्र

वि-मो

जाडु २८०.००/-

सादर करणाऱ्याचे नाव- निर्मिला जाडू पुनाट

वरीलप्रमाणे फी मिळाली :-

		रु.	पै.
नोंदणी फी	"	2600	00
नक्कल फी (फोलिओ) पाने 33	"	660	00
पृष्ठांकनाची नक्कल फी	"		
टपालखर्च	"		
नकला किंवा ज्ञापने (कलम ६४ ते ६७)	"		
शोध किंवा निरीक्षण	"		
दंड-कलम २५ अन्वये	"		
कलम ३४ अन्वये	"		
प्रमाणित नकला (कलम ५७) (फोलिओ)	"		
इतर फी (मागील पानावरील) बाब क्र.	"		
" "	"		
" " ₹.3360	"		
" "	"		
एकुण		3360	00

REGISTRAR WADA

दस्तऐवज नक्कल रोजी तयार होईल व नोंदणीकृत डाकेने पाठवली जाईल.

या कार्यालयात देण्यात येईल.

उपनिबंधक

दुय्यम निबंधक वाडा

दस्तऐवज खाली नांव दिलेल्या व्यक्तीच्या नावे नोंदणीकृत डाकेने पाठवावा.

हवाली करावा

सादरकर्ता

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा

जि ठाणे DIST THANE

पावती

144

दस्त क्रमांक 9228/२००९

9 133

ताडट

दस्त क्रमांक ९३८/२०१०

२४/९७

।। श्री स्वामी समर्थ ।।

मुद्रांक विक्री पावती

श्री.निलेश मणिलाल आंबवणे

मुद्रांक विक्रेता

मु.पो.ता.वाडा,जि.ठाणे- ४२१३०३

परवाना क्रमांक - ०५१/२००२ पावती क्र. 462

मुद्रांक विक्रीचे ठिकाण : नंदनवन अपार्टमेंट,गाळा नं.१/१, तहसिलदार कार्यालयासमोर,वाडा,जि.ठाणे.

श्री/श्रीमती निर्मला धारकू सुतार रा. शेलेश्पुरी

ता. भिवंडी जि. ठाणे यांना हस्ते

श्री.श्रीमती जगदीश फडले रा. वाडा

ता. वाडा जि. ठाणे यांचे जवळ ता.03/07/२००९ रोजी

खालील प्रमाणे मुद्रांक विक्री आमचे जनरल मुद्रांक विक्री रजिस्टर नुसार केली असे.

अ.क्र.	मुद्रांक रजिस्टर नुसार	मुद्रांकाची किंमत	मुद्रांकाची संख्या	एकूण रक्कम रुपये
१	—	१०	—	—
२	—	२०	—	—
३	—	५०	—	—
४	—	१००	—	—
५	—	५००	—	—
६	854, 855, 856, 857	१०००	४	४०००/-
७	858	५०००	१	५०००/-
	—			९०००/-

अक्षरी रुपये : नऊ हजार रुपये

स्थळ : वाडा

पावती दिल्याचा दिनांक 03/07/२००९

माझे नाव मिळाले.

(श्री.निलेश मणिलाल आंबवणे)

मुद्रांक विक्रेता -वाडा

ता.वाडा,जि.ठाणे.

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा ठि. ठाणे DIST THANE

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा जि. ठाणे DIST THANE

N. Sutar

LHT. गोपाळ वाघ

LHT शाम्रू धारू गेमारे

LHT गोपाळ वाघ

रकमेचा चेक असल्यास

दस्त क्रमांक ९३८/२०१०
२४/९७

दस्त क्रमांक ९२४/२००९
२ 133

145

।। श्री स्वामी समर्थ ।।

मुद्रांक विक्री पावती

श्री.निलेश मणिलाल आंबवणे

मुद्रांक विक्रेता

मु.पो.ता.वाडा,जि.ठाणे- ४२१३०३

परवाना क्रमांक - ०५१/२००२

पावती क्र. 463

मुद्रांक विक्रीचे ठिकाण : नंदनवन अपार्टमेंट,गाळा नं.९/१, तहसिलदार कार्यालयासमोर,वाडा,जि.ठाणे.

श्री./श्रीमती गोपाळ मंगेश वाघ रा. विजयपुर

ता. वाडा जि. ठाणे यांना हस्ते

श्री.श्रीमती हेमंत प्रभाकर रा. वाडा

ता. वाडा जि. ठाणे यांचे जवळ ता.03/07/2009 रोजी

खालील प्रमाणे मुद्रांक विक्री आणि सह दुय्यम निबंधक वाडा यांची रजिस्टर नुसार केली असे.

अ.क्र.	मुद्रांकाची रजिस्टर क्रमांक	मुद्रांकाची किंमत	मुद्रांकाची संख्या	एकूण रक्कम रुपये
१.	—	१०	—	—
२.	—	२०	—	—
३.	—	५०	—	—
४.	859, 860, 861	१००	3	300/-
५.	862	५००	1	500/-
६.	863	१०००	1	1000/-
७.	—	५०००	—	—
	—	एकूण		1800/-

अक्षरी रुपये : एक हजार आठशे रुपये मात्र

स्थळ : वाडा

पावती दिल्याचा दिनांक 03/07/2009

रा.

(श्री.निलेश मणिलाल आंबवणे)

मुद्रांक विक्रेता -वाडा

ता.वाडा,जि.ठाणे.

146

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 5000 Rs. 5000

पाच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

MAHARASHTRA

279196

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि. ठाणे

अनुक्रमांक 858 किंमत 5000/-

नांव निमिला बाबू सुतार, गोवेली

हस्ते जगदिश ठबळे, वाडा

तारिख 03/7/09

वडट

दस्त क्रमांक 9228/2009

2 123

वडट

दस्त क्रमांक 938/2090

25/6

SUB - TREASURY OFFICER WADA

3 JUL 2009 निलेश मणिलाल सांबरे परवाना क्र. वाडा 051/2002

GISTRAR WADA वाडा ठाणे मुद्रांक

12 JUN 2009

—: इरिव्होकेबल जनरल पॉवर ऑफ अॅटर्नी :—

कधीही रद्द न होणारे कुळमुखत्यार पत्र

बाजार मुल्य रु. २,७०,०००/— (जनरल

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांचे मुद्रा

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांचे मुद्रा

147

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

₹.1000 Rs.1000

सत्यमेव जयते INDIA

MAHARASHTRA

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि. ठाणे

अनुक्रमांक 854 किंमत 1000/-

A 246846

नांव निर्मला बारकू सुतार, गणेशपुरी

हस्ते जगदीश रुबाजे, वाडा

तारिख 03/7/09

- 3 JUL 2009

मुद्रांक विक्रेता
निलेश मणिलाल आंबवणे
परवाना क्र. वाडा 051/2002

JB REGISTRAR WADA

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दस्त क्रमांक 1228/2009 IV

122

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दस्त क्रमांक ९३२ /२०९०

२९/९

SUB - TREASURY OFFICER WADA

- 5. JUN. 2009

लिहून देणार —

१) श्री. गोपाळ मंगेश वाघ
वय —५० वर्ष, धंदा — शेती,

२) श्री. लक्ष्मण मंगेश वाघ
वय — ४८ वर्ष, धंदा —

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा

SEAL OF THE SUB REGISTRAR WADA
निबंधक कार्यालय वाडा यांची मुद्रा
DIST. THANE

ST THANE

गोपाळ वाघ

लक्ष्मण वाघ

148

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु. 1000 Rs. 1000

सत्यमेव जयते

INDIA

MAHARASHTRA

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि. ठाणे

A 246847

अनुक्रमांक 855 किंमत 1000/-

नांव निर्मिला बाबू सुतार, गणेशपुरी

हस्ते जगदीश फुबले, वाडा

तारीख 03/7/09

3 JUL 2009

दस्त विक्रेता

निलेश मणिलाल आंबवणे

परवाना क्रमांक 051/2002

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कार्यालय

दस्त क्रमांक	२००९ IV
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दस्त क्रमांक ९३८/२०९०
३५/९९

SUB - TREASURY OFFICER WADA

15 JUN 2009

३) शालु बाबू गोतारणे

वय – ५३ वर्ष, धंदा – शेती,

४) श्री. राजा गणपत वाघ

वय – 33 वर्ष, धंदा – शेती,

THE SEAL OF THE SUB REGISTRAR WADA

दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा

DIST THANE

N. Sutar

राजा ग. वाघ

149

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

Rs.1000

MAHARASHTRA

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि.ठाणे

अनुक्रमांक 856 किंमत 1000/-

नांव निर्मला वासू सुतार, गणेशपुरी

हस्ते जगदिश फुवले, वाडा

तारिख 02/7/09

A 246848

3 JUL 2009

निलेश मणिलाल सांबरे

वडट

दस्त क्रमांक ९३८/२०९०

२९/७

वडट

दस्त क्रमांक ९३८/२००९

६.१३२

SUB-TREASURY OFFICER W.

1-5 JUN 2009

५) रंजना चंदर कातकरी

वय –30 वर्ष, धंदा – शेती,

सर्व रा. विजयपूर, ता. वाडा, जि. ठाणे

यांस

–५–

THE SEAL OF THE SUB REGISTRAR WADA

दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा

REGISTRAR WADA

DIST THANE

N. Sutar

150

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

₹.1000 Rs.1000

सत्यमेव जयते

INDIA

MAHARASHTRA

जनरल स्टॅम्प विक्रेते ठिकाण वाडा, जि. ठाणे

अनुक्रमांक 857 किंमत 1000/-

नांव निर्मला बारकु सुतार, गोपाळपुरी

हस्ते जगदीश रुबाके, वाडा

तारिख 03/7/09

मुद्रांक विक्रेता

3 JUL 2009 निलेश मणिलाल आंबवणे

परवाना क्र. वाडा 051/2002

A 246849

दस्त क्रमांक 2098/2009

SUB TREASURY OFFICER WADA

5 JUN 2009

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा जि. ठाणे DIST. THANE

वडट

दस्त क्रमांक 2098/2009

20/07

लिहून घेणार —

१) सौ. निर्मला बारकु सुतार

वय — ३८ वर्षे, धंदा — गृहीणी

रा. गोपाळपुरी, ता. भिवंडी, जि. ठाणे.

—६—

LHT. निर्मला बारकु सुतार

वाडा वाच - LHT.

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

₹.1000 Rs.1000

MAHARASHTRA

A 246879

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि.ठाणे

अनुक्रमांक 863 किंमत 1000/-

नांव गोपाळ मंगेश घास, विजयपुर ३७/६७

हस्ते हेमंत सांबरे, वाडा

तारिख 08/07/09

वडट

दस्त क्रमांक ९३८/२००९

SUB-TREASURY OFFICER WADA

12 JUN 2009

3 JUL 2009

JUL 2009

वडट

दस्त क्रमांक 938/2009 IV

८/३३

THE SEAL OF THE SUB REGISTRAR WADA मुख्य निबंधक कार्यालय वाडा यांची मुद्रा वि ठाणे DIST THANE

सत्यप्रतिज्ञेवर इरिव्होकेबल जनरल पॉवर ऑफ ॲटर्नी लिहून देतो की,

मौजे विजयपूर, ता. वाडा, जि. ठाणे. या गावी आमचे मालकीची व आमचेच नावे सरकारी रेकॉर्डला असलेली खालील वर्णनाची जमीन आहे.

—७—

THE SEAL OF THE SUB REGISTRAR मुख्य निबंधक कार्यालय वाडा यांची मुद्रा वि ठाणे DIST THANE

N. Gutte

152

भारतीय गैर-न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये (सत्यमेव जयते) Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

D 168535

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि. ठाणे

अनुक्रमांक 862 किंमत ५००/-

नांव गोपाळ भैरोबा वाघ, विनपपुर

हस्ते हेमंत सांबरे वाडा

तारिख 03/7/09

मुद्रांक विक्रेता
निलेश मणिलाल आंबवणे
परवाना क्र. वाडा 03/2002

3 JUL 2009

REGISTRAR WADA

SUB TREASURY OFFICER WADA

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ANE दस्तक्रमांक 1228/2009 IX

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दस्त क्रमांक e38/2090 12 JUN 2009

37 : 19

जमिनीचे वर्णन

सर्व्हे. नं.	हिस्सा. नं.	क्षेत्र हें. आर. प्र.	आकार रु. पै.
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एकुण क्षेत्र १—२०—० पैकी

बाबू गोताडे

गोपाळ भै. वाघ

THE SEAL OF THE SUB REGISTRAR WADA

DIST THANE

153

भारतीय गैर न्यायिक

एक सो रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

BA 908316

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि.ठाणे

अनुक्रमांक 859 किंमत 100/-

नांव गोपाळ मंगेश वाघ, विक्रमगड

हस्ते हेमंत सांबरे, वाडा

तारिख 03/7/09

निलेश मणिलाल आंबवणे

परवाना क्र. वाडा 061/2007

3 JUL 2009

SUB TREASURY OFFICER WADA

वडट

दस्त क्रमांक 922/2009 e IV

190 132

ठाणे सदरचे जमिनीस चतुःसिमा खालील प्रमाणे आहेत.

वडट

दस्त क्रमांक 938/2009

12 JUN 2009

332/09

पुर्वेस — श्री. बाळाराम काळु धुळे. यांची जमिन.

पश्चिमेस — श्री. बाळाराम काळु धुळे. यांची जमिन.

दक्षिणेस — श्री. नरेश ठाकरे यांची जमिन.

उत्तरेस — श्री. ~~लक्ष्मण~~ काळु धुळे यांची जमिन.

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा DIST THANE

OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा जि ठाणे DIST THANE

दस्त क्रमांक १५५/२०१०

भारतीय गैर-न्यायिक

एक सौ रुपये Rs. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि.ठाणे

अनुक्रमांक 860 किंमत 100/-

नांव गोपाळ भैरोशवाघ, विनयकुमार

हस्ते हेमंत खांबेरे, वाडा

तारिख 03/7/09

निलेश मणिलाल गांधरणे

परवाना क्र.वाडा 051/2002

BA 908717

SUB - TREASURY OFFICER WADA

12 JUN 2009

दस्त क्रमांक 1322/2009

31 JUL 2009

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वरील वर्णनाची जमीन ही आमचेच मालकीची व कब्जेवहिवाटीची असून ती सरकारी रेकॉर्ड कागदी आमचेच नावे आहे. वरील जमिनीसंबंधी खालीलप्रमाणे सर्व कामे करण्यासाठी आम्हांस आमचेच कामाचे व्यापामुळे वेळावेळी वेगवेगळ्या ठिकाणी वेगवेगळ्या कार्यालयात हजर राहून सर्व ती कामे करणे अडचणीचे आहे म्हणून वरील जमिनीसंबंधी खालीलप्रमाणे सर्व कामे करण्यासाठी आम्ही आमचे स्वतःचे अधिकृत मुखत्यार म्हणून घेणारे आमचे कुळमुखत्यारी म्हणून नेमीत आहोत.

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बाबू धोतारठ

गोपाळ भैरोशवाघ

THE SEAL OF THE SUB REGISTRAR WADA

उपनिबंधक कार्यालय वाडा

जि ठाणे DIST THANE

155

भारतीय गैर न्यायिक

एक सो रुपये Rs. 100

₹. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

BA 908318

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि. ठाणे

अनुक्रमांक 861 किंमत 100/-

नांव गोपाळ भंगेश्वर वाघ, विनपपुर

हस्ते हेमंत ज्ञानेश्वर वाघ

तारिख 03/7/09

दस्त क्रमांक 651/2009

SUB-TREASURY OFFICER WADA

12 JUN 2009

वरील जमिनीची देखभाल करणे, कुंपण करणे, जमिनीची लेव्हलींग करणे, तसेच पाण्याची व्यवस्था करणे, विद्युत कनेक्शन करणे, जमिनीत बांधकाम करणे, कामी जरुर त्या परवानग्या घेणे कामी अर्ज, प्रतिज्ञापत्रे देऊन त्यावर आमचे वतीने सहया करणे, नोंदकामे करणे/ दुय्यम निबंधक कार्यालय जमिनीची विक्री परवानगी आवश्यक कार्यालयात करणे, प्रतिज्ञापत्रे अर्ज व तत्सम अन्य वतीने सहया करणे समक्ष कार्यालयात हजर राहणे सर्व तलाठी कार्यालयाशी सर्व अधिकारी यांचे समोर जाब-जबाब देणे व त्याकामी आमचे वतीने सहया करणे.

—११—

N. Gupta

लक्षात ने. वाघ

वडट	वडट
दस्त क्रमांक ९३८/२०१०	दस्त क्रमांक १२२८/२००९ IV
३५/६९	९३ /१३३

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वरील जमिनीचे विक्री परवानगी कामी ज्या ज्या कागदपत्रांची आवश्यकता असेल त्या त्या सर्व कागदपत्रांची पुर्तता करणे, कागदपत्र मिळविणे, त्यासाठी अर्ज करणे, त्याकामी आमचे वतीने सहया करणे, वरील जमिनीची विक्री परवानगी मिळविणेकरीता ज्या ज्या कार्यालयात समक्ष हजर रहावे लागेल त्या त्या कार्यालयात हजर राहून आमच्या वतीने सहया करणे, विक्री परवानगी घेणे व तिची अंमलबजावणी करणे.

वरील जमिनीबाबत काही वाद निर्माण झाल्यास कोर्ट करणे, कोर्टात कचेरीत समक्ष हजर राहून आमचे वतीने जाब—जबाब देणे तसेच अर्ज, प्रतिज्ञापत्रे देऊन त्यावर आमचे वतीने सहया करणे, वकील नेमणे, वकीलपत्रावर सहया करणे, आपसांत तडजोड करणे तसेच कोर्ट — कचेरीची जी जी कामे करावी लागतील तीती कामे आमच्यावतीने करणे व त्यासाठी वतीने सहया करणे. सदर जमिनीबाबत तहसिलदार, प्रांत सोहब यांचे कोर्टात केसेस चालविणे, त्याकामी अर्ज करणे, प्रतिज्ञापत्र लिहून देणे त्यावर आमचे वतीने सहया करणे.

N. Suthar

N. Suthar

वरील जमिनीसंबंधी टाऊन प्लॅनिंग, डि. आय. एल. आर., टि. आय. एल. आर. व जमीन महसूल खाते, संपादन खाते, संपादन खते, पुर्नवसन खाते, वैगेरे खात्याच्या तरतुदीनुसार जरुर ती कामे करुन घेणे व त्याकामी आमचे वतीने सहया करणे. वरील जमिनीबाबत मा. तलाठी, मा. तहसिलदार, मा. मंडळ अधिकारी, मा. जिल्हाधिकारी, मा. अप्पर जिल्हाधिकारी, मा. महसुल आयुक्त, मंत्रालय महसुल खाते हया सर्व संबंधीत कार्यालयातून काही परवानग्या तसेच कागदपत्रे मिळविण्याची असलयास त्या कामी त्या ठिकाणी अर्ज, प्रतिज्ञापत्रे देऊन त्यावर आमचे सहया करणे

N. Suthar

-२-

वडट
दस्त क्रमांक ३८ /२०१०
३६/६७

वडट
दस्त क्रमांक १२२८/२००८ IV
98 132

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संबंधीत कार्यालयातून कागदपत्रे मिळविणे, कागदपत्रे सादर करणे, कागदपत्रांची पुर्तता करणे, सरकार तसेच निमसरकारी कार्यालयातून आवश्यक ती कागदपत्रे मिळविणे, फॉरेस्ट केस, ३५ सेक्शन कुळ कायद्याचे तसेच, महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ३६ व ३६ अ ची परवानगी व इतर तरतुदीनुसार जरुर त्या परवानग्या मिळविणे. सदरच्या परवानग्या मिळाल्यानंतर अखत्यारपत्र लिहून घेणार हे सदर जमिन खरेदी करणार आहेत.

N. Sutar

कुळ कायदा कलम ४३ व आदिवासी वनजमिनी महसूल अधिनियम ३६ व ३६अ अन्वये परवानगी मिळाल्यानंतर तुमचे नावे खालील कामा वरील जमिनीचा विक्री व्यवहार करुन देणे, साठे करार लिहून देऊन त्यावर आमचे वतीने सहया करणे व बयाणाच्या रकमा स्वीकारणे, विक्री व्यवहार करुन देणे. वरील जमिनीचे कायमचे खरेदीखत, मान्यतापत्र, चुक दुरुस्तीपत्र, वाटणीपत्र दुरुस्तीपत्र, हक्कसोड दस्त, तसेच इतर सर्व प्रकारचे दस्त करणेसाठी आवश्यक असणारे स्टॅम्प पेपर खरेदी करणे. कुळ कायदा कलम ४३ व आदिवासी वनजमिनी महसूल अधिनियम कलम ३६ व ३६अ अन्वये परवानगी मिळाल्यानंतर वरील जमिनीचे कायमचे खरेदीखत करणे, दुय्यम निबंधक वाडा येथे सही करणे, कामी अर्ज करुन त्यावर आमच्या वतीने सहया रक्कम भरणा करुन स्टॅम्प पेपर खरेदी करणे, वरील जमिनीचे कायमचे खरेदीखत करणे, वरील जमिनीचे वाटणीपत्र, चुकदुरुस्तीपत्र, हक्कसोड दस्त करणे, वरील जमिनीचे मान्यतापत्र, दिलेले खरेदीखत / खरेदीखते करणे, वाटणीपत्र, दुरुस्तीपत्र, हक्कसोड दस्त तसेच इतर सर्व प्रकारचे दस्तावर आमच्या वतीने सहया करणे. कुळ कायदा कलम ४३ व आदिवासी वनजमिनी महसूल अधिनियम ३६ व ३६अ अन्वये परवानगी मिळाल्यानंतर N. Sutar वरील जमिनीचे कायमचे खरेदीखत, मान्यतापत्र, चुकदुरुस्तीपत्र, वाटणीपत्र, दुरुस्तीपत्र, हक्कसोड दस्त तसेच इतर सर्व प्रकारचे दस्त यांची न नोंदणी कार्यालयात नोदणी करणेसाठी सदरचे सर्व दस्त व [illegible] कार्यालयात सादर करणे,

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N Sutar

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३०/९७

—१३—

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व त्यावर आमच्या वतीने सहया करणे, कबुली जबाब देणे, जमीनीच्या किमतीच्या रकमा, चेक स्वीकारणे, तसेच ज्या ज्या ठिकाणी आमच्या सहया आवश्यक असतील त्या त्या ठिकाणी आमच्या वतीने **सहया करणे,** (~~वरील जमिनीचे खरेदीखत~~ K. Gupta वरील जमिन खरेदीदाराचे नावे करण्यासाठी जाब जबाब देणे, फेरफार नोटीसीवर आमच्या वतीने सहया करणे वगैरे ती सर्व कामे आमच्या वतीने करुन वरील जमिनीचा विक्री व्यवहार पूर्ण करणे.

वरील जमिनीसबंधी वर उल्लेख केलेली सर्व कामे हि तुम्ही आमच्या वतीने केलेली जी जी कामे कराल ती तीं सर्व कामे आम्हीच केली आहेत. असे समजले जाईल. व ती आम्हांस व आमचे वालीवारसांस मान्य व बंधनकारक आहेत व राहतील. वरील प्रमाणे सर्व काम [illegible] आम्हीच केली आहेत असे समजले जाईल.

त्याचप्रमाणे आम्ही कोठेही व कोर्टाकडे तक्रार हरकत करणार नाही. तसेच आम्ही तसेच आमचे वालीवारसाकडे ही [illegible] केबल जनरल पॉवर ऑफ अटर्नी कधीही रद्द करणार नाही. अशा प्रकारचे अधिकार आम्ही तसेच आमचे वालीवारसाकडे राखून ठेवलेले नाहीत हे हीं आम्ही सत्य प्रतिज्ञेवर लिहून देत आहोत. लिहून देणार हे आम्हीकडील कब्जाचे दस्तामधील सर्व मजकूर त्यांना वाचून समजून दाखविला आहे व तो पूर्ण कोणी लपविला वरील माहिती खोटी असल्याचे आढळून आल्यास कलम १९९, आहे २०० व १९३(२) च्या तरतुदीनुसार आम्ही गुन्हयास पात्र ठरु याची आम्हांला जाणीव आहे. वरील माहितीचे खरेपण [illegible] ही आमच्या सहया त्यावर आपले समक्ष केले आहेत.

ओळख

पी.पाटील वकील

के. बाळकृष्ण लहू दुपार

गापाळ मंगेश

लुकारण लहू दुपार

दस्त क्रमांक ९३८/२०१०

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दस्त क्रमांक १२८१/२००९

१४- १६ १३३

१५१

२) श्री. लक्ष्मण मंगेश वाघ

३) शालु बाबू गोतारणे

४) श्री. राजा गणपत वाघ

५) रंजना चंदर

(लिहून देणार)

सर्व मंजूर.

१) सौ. निर्मला बारकु सुतार

(लिहून घेणार)

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

दस्त क्रमांक ९३८ / २०१०

३८ / ६७

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गांव नमुना सात (अधिकार अभिलेख पत्रक)

भू.स. नं. २०१२ चे गांव विजयपूर तहसिल वाडा जिल्हा- ठाणे

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पद्धती	भोगवटादाराचे नांव
९८/२ चे	निसप्र		गोपाळ मंगेश वाघ लक्ष्मण मंगेश वाघ शालु बाबु गोतारणे राजा गणपत वाघ रजना चंदर काकरी (८४) (८२) १५५४ १५५५ १६४७ १६४८ ५० ५१ आदिवासी

तात्पुरते स्थानिक नांव

	हेक्टर	आर	प्रति
लागवडी योग्य क्षेत्र	९	२०	००
एकूण	९	२०	००
लगवडी (लागवंडी न नसलेले) वर्ग(अ)			
वर्ग (ब)			
एकूण			

	रुपये	पैसे
आकारणी किंवा विशेष आकारणी	२	०९

खाते क्रमांक :

पुळाचे गांव वडट

दस्त क्रमांक १६१४ / २००

९७ / ३३ (१०५)

इतर अधिकार (१) १६४८

बा.जा.म.अधि.१९४६ चे कलम ३६ ब ३८ अन्वये

आणि भूमापन चिन्हे :

THE SUB REGISTRAR WADA DIST THANE

THE SEAL OF THE SUB REGISTRAR WADA

दुय्यम निबंधक कार्यालय, वाडा

गाव नमुना बारा (पिकांची नोंदवही)

पिकाखालील क्षेत्राचा तक्ता

हंगाम	भोगवटादाराचे नांव	पिकाखालील क्षेत्र						तलावासाठी उपलब्ध नसलेली जमीन		पडीक	शेरा
		भात	इतर तृणधान्ये	कडधान्ये	गळिताची धान्ये	अजल सिंचित	पिकाचे नांव	सिंचित	सिंचित	स्वरूप	क्षेत्र		
		७	८	९	१०	११	१२	१३	१४	१५	१६		

(पक्का)

दिनांक २२/५/०९

तलाठी सजा

ता. वाडा जि. ठाणे

(कच्चा) के-वाघ

खोलकरि कबाल्याचा पुरावा

वडट
दस्त क्रमांक ९३८/२०१०
७७/६७

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गांव नमुना सात (अधिकार अभिलेख पंजक)

स. नं. — गांव निंबवली तहसिल वाडा जिल्हा- ठाणे

भूमापन क्रमांक	भूमापन क्रमांकांचा उपविभाग	भूधारणा पद्धती	भोगवटादाराचे नांव
२३/८ पै.	—	—	लाडू बारकु कुंभार (१२) निर्मला बारकु कुंभार छाईबाई बारकु कुंभार कृष्णा बारकु कुंभार एकनाथ बारकु कुंभार (१३) स्वाधिकारी

खाते क्रमांक :

कुळाचे नांव वडट

दस्त क्रमांक १०८१/२००९ IV

१८ १३३

इतर अधिकार :

विना सदानंद पाटील (१४)

स्थानिक नांव	—

लागवडी योग्य क्षेत्र	हेक्टर	आर	प्रति
	०	२५	०
एकूण	०	२५	०

पडपडा (लागवडी न केलेले)	हेक्टर	आर	प्रति
वर्ग (अ)			
वर्ग (ब)			
एकूण			

आकारणी किंवा विशेष आकार	रुपये	पैसे
		२५

सीमा :

THE SUB REGISTRAR WADA

THE SEAL OF THE SUB REGISTRAR WADA

गांव नमुना बारा (पिकांची नोंदवही)

पिकाखालील क्षेत्राचा तपशील

हंगाम	पिकाखालील क्षेत्र				निर्वेध पिकाखालील क्षेत्र							
	भिन्नगणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	तात्पुरती पडलेली	लागवडीसाठी उपलब्ध पडीत जमीन	इतर पडीत जमीन
	३					८	९	१०	११	स्वरुप १२	१३	१४
									१-११	० २५	०	

THE SEAL OF THE SUB REGISTRAR WADA

दिनांक : १३/५/१०९

तलाठी सजा

FORM OF CASTE CERTIFICATE दस्त क्रमांक ९३८

This is to certify that Shri Miss Nirmala Daughter
Son of Barku Sutar of Village/Town Ganesh puri
in District Thane of the State of Maharashtra belongs to the Hindu
Dhewar Koli Caste / Tribe which is re-recognised as a Scheduled Caste /
Scheduled tribe

दस्त क्रमांक ९३८/८९

UNDER :-

The Constitution (Scheduled Castes) Order 1950

The Constitution (Scheduled Tribes) Order 1950

(As amended by the Scheduled Castes and Scheduled Tribes Lists (Modification) Order 1956, The Bombay Re-organisation Act 1960, The Punjab Reorganisation Act 1966, The State of Himachal Pradesh Act 1970, The North-Eastern Areas (Reorganisation) Act 1971 and the Scheduled Castes and Scheduled Tribes Orders (Amendment) Act 1976)

Shri/Smt. Nirmala Barku Sutar
and his/her family ordinarily reside(s) in Village Town Ganesh puri
District of the State of Maharashtra

SCHEDULE

The Caste Certificate has been issued by the under signed on the strength of the following documentary evidenced produced by the applicant in my office. Copies of which are filled in the relevant papers.

Particulars of proof :- School leaving Certificate issued by Head Master Ambivali
Vide R. No. Date 28-6-89

No. Caste/Sc/ 1989 dt.

Tehasil Office Bhiwandi
Bhiwandi Date 31/8/1989

THE SEAL OF THE SUB REGISTRAR WADA
HANE

THE SEAL OF THE SUB REGISTRAR WADA
EXECUTIVE MAGISTRATE
Bhiwandi
DIST THANE

V. Sutar

देवाद-७

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महाराष्ट्र राज्य मांवकुमगार पोलीस पाटील

वडट
दस्त क्रमांक ९३८/२०१०
४५/६२

श्री. बी. एल्. दुपारे
पोलीस पाटील - कोने (विजापूर)
मु. विजापूर (कोने) ता. वाडा, जि.ठाणे.

क्र. दि. २० / ०८ / २००९

पोलीस पाटील कोणे याजकडून पत्रक देण्यात येते कि श्रीमती ~~श्रीमती~~ ~~श्रीमती~~ ~~श्रीमती~~ भोसले रा. विजापुर (कोणे) ता. वाडा. जि. ठाणे हे कोणे ग्रामपंचायत हद्दी मध्ये कायमचे रहिवासी मांजातीचे हिंदु कातकरी या समाजाचे आहेत त्याबा कि भोसले यांनी भोसलेचा सन्नर हा पत्रक दिला असे

वडट
दस्त क्रमांक ९२४/२००९
२० / ३३

वि. एल. दुपारे
पोलीस पाटील
कोने (विजापूर) ता. वाडा
जि. ठाणे. ४२१३१२

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
वि ठाणे DIST THANE

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
वि ठाणे DIST THANE

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महाराष्ट्र राज्य गुंतवणूकदार पोलीस पाटील

श्री. बी. एल. दुपारे
पोलीस पाटील - कोने (विजापूर)
मु. विजापूर (कोने) ता. वाडा, जि.ठाणे.

वडट
दस्त क्रमांक ९३८/२०१०
२८/९७

जा. क.

दि. २७/१०/२०१०

पंचनामा

वडट
दस्त क्रमांक 9228/२००९
29/12/22

पोलीस पाटील कोने ता.वाडा यांचे पंचनामा देण्यात येतो कि श्री. भगवान मंगेश वाघ रा. कुपारे (कोने) ता.वाडा जि.ठाणे हे कोने ग्रामपंचायत हद्दीमधे कायमचे रहिवासी असुन त्यांनी हिंदू कातकरी या समाजाचे आहेत त्यामुळे मि पोलीस पाटील यांचे पंचनामा दिला.

बी.एल.दुपारे
पोलीस पाटील
कोने (विजापूर) ता.वाडा
जि.ठाणे.४२१३०३

REGISTRAR WADA

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

महाराष्ट्र राज्य गांवकामगार पोलीस पाटील

वडट
दस्त क्रमांक ९३५/२०१०

श्री. बी. एल्. दुपारे
पोलीस पाटील - कोने (विजापूर)
मु. विजापूर (कोने) ता. वाडा, जि.ठाणे.

जा. क्र.

दि. २०/०६/२०१०

पोलीस पाटील कोणे यांजकडून पावला देण्यात येतो की श्रीमंत शाहू बाबु गोतारणे रा. विजापुर (कोणे) ता. वाडा. जि. ठाणे हे कोणे ग्रामपंचायत हद्दीमधले कायमचे रहिवासी असुन

वडट
IV दस्त क्रमांक ९२१/२०१०

जातीने हिन्दु कासकरी या समाजाचे आहेत २२/१३ त्यांचे पुर्वापार भोसपती सबब हा पावला

UB REGISTRAR WADA
पोलीस पाटील कोणे ता. वाडा

बी. एल. दुपारे
पोलीस पाटील
कोने (वि.) ता. वाडा
Ph. ०२५२१-२७१०३

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि. ठाणे
DIST THANE

देणावे (४)

महाराष्ट्र राज्य गांवकामगार पोलीस पाटील

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वडट
दस्त क्रमांक ९३८/२०१०
23/12

श्री. बी. एल्. दुपारे
पोलीस पाटील - कोने (विजापूर)
मु. विजापूर (कोने) ता. वाडा, जि.ठाणे.

जा. क्र.. दि. २०/०६/२०१०

वडट
दस्त क्रमांक ९२२/२०१० II
23/12

पोलीस पाटील कोणे यांजकडून
पावला देण्यात येतो कि
श्री राजा गोपाल वाघ रा: विजापूर
कोणे ता. वाडा. जि. ठाणे हे कोणे
हद्दीमधले कायमचे रहिवासी असुन
चोरी, दरोडा, खुन, कालकरी या समाजाचे आहेत
त्यांची पुर्ण पणे ओळखती सध्या दिला असे

E SUB REGISTRAR WADA कार्यालय दुय्यम निबंधक वाडा THANE ठाणे

बी.एल्.दुपारे
पोलीस पाटील
कोने (विजापूर) ता.वाडा
जि.ठाणे.४२१३०३

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा जि ठाणे DIST THANE

राजा गोपाल

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा जि ठाणे DIST THANE

वडट
दस्त क्रमांक ९३८/२०१०
३६/७

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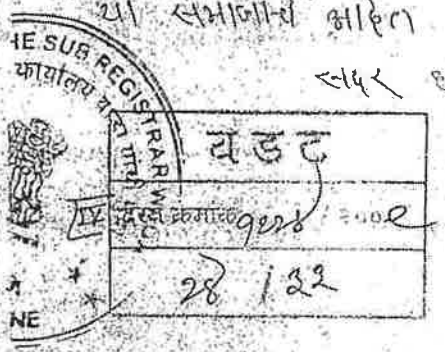
देणार (१)

महाराष्ट्र राज्य गावकामगार पोलीस पाटील

श्री. बी. एल्. दुपारे
पोलीस पाटील - कोने (विजापूर)
मु. विजापूर (कोने) ता. वाडा, जि.ठाणे.

जा. क्र. पावती दि. 20/06/2010

पोलीस पाटील कीर्ती याजकडून पावला घेण्यात येतो कि श्रीमती रजिया चंद्र कालकरी रा. विजापूर कोने ता. वाडा. जि. ठाणे हे कोने ग्रामपंचायत हद्दीमध्ये कायमचे रहिवासी मुस्लीम जातीचे हिंदू कातकरी या समाजाचे आहेत त्यांनी पुर्ण पत्ता बरोबर दिला असे



बी. एल. दुपारे
पोलीस पाटील
कोने (विजापूर) ता. वाडा
जि. ठाणे. ४२१३०३

जोड - 9

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दि ठाणे जिल्हा मध्यवर्ती सहकारी बँक, लिमिटेड, ठाणे
सेव्हिंग्ज बँक खात्याचे नियम

१. प्रत्येक महिन्याच्या १० तारखेपासून महिना अखेर पर्यंत खात्यात कायोत्तकमी जी बाकी असेल त्या बाकीवर वर्षात ठेव खात्यावर ३.५% व्याज देण्यात येईल. प्रत्येक सहामाहीस व्याजाचा हिशेब करून ते खात्यात मिळवले जाईल मात्र व्याजाची आकारणी फेब्रुवारी, ऑगस्ट महिन्यामध्ये केली जाईल. या खात्यात किमीही रक्कम ठेवता येईल. सहामाही व्याज किमान रु. १०/- होत असल्यासच देण्यात येईल.

२. कोणत्याही इसमास आपल्या नावाने वरील खाते उघडता येईल.

३. एकापेक्षा अधिक इसमाच्या नावाने खाते उघडून पर्यायी कोण एकास अगर काही जणांस एकापेक्षा पक्षात दुसऱ्यास अगर बाकीच्यांस पैसे अदा केलेला असा लेखने खाती उघडता येतील. पालकांना अज्ञानाच्या नावाने खाते उघडता येते. कोणाही ट्रस्टीच्या नावाने खाते उघडता येईल अशेपर्यंत शिल्लक राहिली पाहिजे.

४. कमीत-कमी रु. १००/- भरल्याशिवाय नवीन खाते उघडता येणार नाही. वरील ठेव खात्यात कमीत कमी रु. १००/- एवढी रक्कम खाते चालू

५. खात्यात जमा करावयाची रक्कम प्रत्येक वेळी कमीत-कमी एक रुपया असलीच पाहिजे. संबंध रुपया कमी असलेली रक्कम स्विकारण्यात येणार नाही.

६. प्रसंग विशेषी खातेदाराच्या खात्यात वसुली करून जमा करण्याकरिता चेक्स, हुंड्या, डिव्हीडंड वॉरन्टस, पेन्शन बिल्स वगैरे घेण्यात येतील.

७. नविन खाते उघडू इच्छिणाऱ्याने खाते उघडण्याच्या अर्जात आपले पूर्ण नांव, पदा व पत्ता दिला पाहिजे व त्याबरोबर बँकेस पाहिजी असलेल्या इसमाची ओळखोदाखल सही घेतली पाहिजे. प्रत्येक अर्जदाराने अर्ज करते वेळी असे लिहून दिले पाहिजे की मंडळे कसेही सेविंग्ज बँक खात्याचे नियम अर्जदाराने वाचले आहेत आणि ते मला कबुल आहेत. खातेदार निरक्षर असेल तर त्याने बँकेत समक्ष हजर राहून एका साक्षीदारासमोर सहिच्या ठिकाणी आपली निशाणी केली पाहिजे.

८. प्रथम दिलेल्या पासबुकांबद्दल अगर एक संपूर्ण दुसरे घ्यावे लागले तर त्याबद्दल कोणताही आकार घेण्यात येणार नाही. परंतु जर खातेदाराचे पासबुक हरवले तर नविन पासबुकाची किंमत म्हणून रु. २५/- आकारले जातील.

९. वरील ठेव खात्यात रक्कम भरताना व काढताना प्रत्येक वेळी पासबुक बँकेत पाठविले पाहिजे, परंतु बँक खातेदाराने रक्कम भरताना प्रत्येक वेळी आणि काढताना लगेच अगर त्यानंतर शक्य तितक्या सवकर पासबुक बँकेत पाठविले पाहिजे.

वडट
दस्त क्रमांक ९३८ /२०१०
२०/६१

वडट
दस्त क्रमांक १२४१/२०१०
२५ /२३

THANE DISTRICT CENTRAL CO-OP BANK LTD
KUDUS BRANCH - 64

A/C No :
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Address :
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Br. Manager/ Sr. Officer

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THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
ठि ठाणे
DIST THANE

THE SEAL OF ... GISTRAR WADA
... वाडा यांची मुद्रा
ठि ठाणे
DIST THANE

साक्षीदार ७ 169

वडट
दस्त क्रमांक ९३८/२०१०
४७/६७

SKN
नांव :
गांव :
ता. : वाडा
धारकाची सही
कुरी, जव्हार
जि. ठाणे.

वडट
दस्त क्रमांक १२२४/२०१० TIV
२६/१२२

श्री. काशिनाथ गोहे दुपारे
मु. पो. दुपोटपाडा ता. वाडा
जि ठाणे

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

THE SUB REGISTRAR
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा

१) हे ओळखपत्र फक्त ७/१२ वर. २) या ओळखपत्राचा गैरवापर केल्यास शिस्त [illegible] कारवाई [illegible] येईल. ३) [illegible] विल्यास उतोब [illegible] अधिकाऱ्यांकडे [illegible] करावे. ४) [illegible] सेवानिवृत्त [illegible] विभागीय सेवा [illegible] हे ओळखपत्र परत [illegible] हे ओळखपत्र सादर [illegible] कृपया उपविभागीय जव्हार, जि. ठाणे यांचे कार्यालयात जमा करावे.

विल्यासाठी दिनांक जि ठाणे
DIST THANE
२००२

तारीख

LHT. 6/6

सा.क्र.१ (2)

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Election Commission of India
निर्वाचन आयोग

वडट
दस्त क्रमांक ९३८/२०१०
२९/९७

वडट
९२२४
२७ ३२

नि. तुकाराम उर्फ दुमाले
क.पो. दुधापाडा - ता. वाडा (जि.ठाणे)
पि.ठाणे ३४१२

वडट

दस्त क्रमांक 9228/2009 IV

वडट 17

दस्त क्रमांक ९३८/२०१०

अ.क्र. 9228 सन २००९ चे माहे ऑक्टो २० तारखेस ४ ते ५ चे दरम्यान वाडा चे दुय्यम निबंधक यांचे कार्यालयात आणुन दिला.

पावती क्रमांक ६४० चे 2C/33 खालील प्रमाणे फी घेतली

	रु.	पै.
नोंदणी फी-	२०००	००
(33) पाने फोलींग अतिरीक्त मु.शु.फी.	६६०	००
एकुण फी	३३६०	००

दुय्यम निबंधक वाडा

लिहुन घेणार

(1) श्री. गोपाळ मंगेश वाघ, वय ५०
(2) श्री. लक्ष्मण मंगेश वाघ, वय ४८
(3) साळु बाबू गोतावणे, वय ३३
सर्व रा. विजयपूर ता. वाडा जि. ठाणे

लिहुन घेणार

दुय्यम निबंधक वाडा

ओळख – खालील इसम असे निवेदन करितात की, ते दस्तऐवज करुन देणाऱ्या इसमास व्यक्तीश: ओळखतात व त्यांची ओळख पटवितात.

(1) बाळकृष्ण लाडू डुपारे, वय ४५
(2) उंडे तुकाराम डुपारे, वय ५५
दोघे रा. विजयपूर ता. वाडा जि. ठाणे.

(3) [illegible] वय ३५
रा. [illegible] ता. शिवडी
जि. ठाणे

दस्त ऐवज करुन देणार

तथाकथित कबुलीजबाब/प्रतिज्ञापत्र दस्तऐवज करुन दिल्याचे कबुल करतात.

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा ठाणे DIST THANE

हाताचा ठसा

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा ठाणे DIST THANE

दुय्यम निबंधक वाडा
दि. 20/10/2010

दस्त क्रमांक 9228/२००९ IV

२९/३३

दस्त क्रमांक ९३८/२०१०

५१/६१

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N Sutar

OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
THANE

शिद्रा देणार क्र. ४ व ५ यांचे अंगुली जबाब
करिता नोंदणी अधिनियम १९०८ कलम ३४.
सुतार नोंदणी तालुका वाडा.

दुय्यम निबंधक वाडा

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

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दस्त क्रमांक ९३८/२०१०
५३७९

साक्षीदार -१ 173

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SEAL OF THE SUB REGISTRAR
दुय्यम निबंधक कार्यालय वाडा यांची

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चंदर कामडे

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SUB REGISTRAR WADA
दुय्यम निबंधक वाडा यांची मुद्रा

जि ठाणे
DIST THANE

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दस्त क्रमांक ९३८/२०१०
५३१ ९७

साक्षीदार (१) 174

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दस्त क्रमांक ७२२८/२००९ IV
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175

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दस्त क्रमांक 9228/2009 (IV)

वावती क्रमांक

चे 32133 खालील प्रमाणे फी घेतली

रू. पै.

नोंदणी फी–

) पाने फोलींग

अतिरिक्त मु.शु.फी.

एकूण फी

अ.क्र. 9228 सन २००९ चे माहे जुलै २८ तारखेस 2 ते 3 चे दरम्यान वाडाचे दुय्यम निबंधक यांचे कार्यालयात आणुन दिला:

वडट

दस्त क्रमांक 938/2009

एकूण फी

पिडित देणार

५४६७

(१) राजा गणपत वाघ, वय 33.

(२) रंजना अंकुश भानुडे, वय 30 दोघे रा. विजयपूर वाडा जि. ठाणे

दुय्यम निबंधक वाडा

ओळख – खालील इसम असे निवेदन करितात की, ते दस्तऐवज करुन देणाऱ्या इसमास व्यक्तीश: ओळखतात व त्यांची ओळख पटवितात.

(१) रविंद्र यशवंत जाधव, वय 40 रा. कोसे ता. वाडा जि. ठाणे.

(२) नरेश पांडुरंग डेंगाणे, वय 36 रा. आगटआंबिवली वाडा जि. ठाणे.

HEDSUB REGISTRAR कार्यालय वाडा यांची मुद्रा

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा जि ठाणे DIST THANE

दस्त पेश्कार करुन देणार तथाकथित आरोपीतर्फे दस्तऐवज करुन दिल्याचे कबुल करतात.

(१)

रविंद्र यशवंत जाधव

THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा जि ठाणे DIST THANE

(२)

दुय्यम निबंधक वाडा

दि. 28/08/2009

वडट
दस्त क्रमांक 9228/२००९ IV
33/33

वडट
दस्त क्रमांक ९३८/२०९०
५५. 1९

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(2)

प्रमाणित करण्यात येते कि या दस्तऐवजामध्ये

एकूण 33 पाने आहेत

मुख्य निबंधक वाडा

पुस्तक क्रमांक १ वरील

9228 क्रमाकावर नोंदले

मुख्य निबंधक वाडा

तारीख 2C माहे 10 सन २००९

E SUB REGISTRAR WADA
कार्यालय वाडा यांची मुद्रा
ठाणे
THANE

THE SEAL OF THE SUB REGISTRAR WADA
मुख्य निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

THE SEAL OF THE SUB REGISTRAR WADA
मुख्य निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

वडट
दस्त क्रमांक ९३८/२०१०
१६/१७

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घोषणापत्र :-

मी श्री/श्रौ. लिंगडा सालकु कुमार
मा.दुय्यम निबंधक सा.वाडा.यांचे कार्यालयात---खरेदीखत---
या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे.श्री.---सोबत---
लिंगडा वाघु---- यांनी दिनांक-२८/०१/२०१०-रोजी मला दिलेल्या कुलमुखत्यारपत्राचे आधारे सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करुन कबुली जबाब दिला आहे.सदर कुलमुखत्यारपत्र लिहून देणार यांनी सदर कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे सदर कुलमुखत्यारपत्र रद्दबातल झालेले नाही.सदरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे.तसेच सदर मिळकत यापूर्वी कोणत्याही प्रकारे तबदील/ गहाण/ दान/ विक्री करण्यात दिलेली नाही.व सदरचे कुलमुखत्यारपत्र आतापर्यंत रद्द केलेले नाही.सदर कुलमुखत्यारपत्रावरुन केलेल्या सर्व व्यवहारांची संपूर्ण जबाबदारी माझी व्यक्तीशः असेल सदरचे कथन चुकीचे आढळून आल्यास,नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणिव आहे.

दिनांक- २०/०१/२०१०

N. Gulve

कुलमुखत्यारपत्र धारकाचे नाव व सही.

दस्तऐवज सोबतचे कुलमुखत्यारपत्र मी वाचनु समजुन घेतले आहे. अखत्यारपत्रधारक यांनासर अखत्यारपत्राचे आधारे---खरेदीखत---
----- हा दस्तऐवज लिहुन देण्याचे पुर्ण अधिकार [illegible] असल्याची माझी कायदेशीर खात्री झालेली आहे या अखत्यारपत्राचे आधारे कोणत्याही दस्तऐवज लिहुन देणारे / अखत्यारी व दस्तऐवज लिहुन घेणारे यांचेशीच आहे.त्याचेशिवाय दुय्यम निबंधक किंवा त्यांचे कार्यालय.कर्मचारी यांचा काही संबंध असणार नाही.

साक्षी

N. Gulve

देणार / देणार

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दस्त
दस्त क्रमांक ९३८ / २०१०
५६/९७

निर्मिका बाबू खुणार.

श्री. पो. गणेशकवी.

ना. निर्मला. जि. ठाणे.

N. Sutar

साक्षीदार -(1)

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दस्त

दस्त क्रमांक ९३८/२०१०

५८/६७

REGISTRAR WADA
ठाणे
DIST THANE

OF THE SUB REGISTRAR WADA
ठाणे
DIST THANE

N. Sutar

ELECTION COMMISSION ... INDIA

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दस्त क्रमांक ९३८/२०१०
५९/९७

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THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
वि ठाणे
DIST THANE

N. Sutar

अ.क्र. ६३८
सन २०१० चे माहे एप्रिल
२६ तारखेस 2 ते 3
दुय्यम निबंधक यांचे कार्यालयात आणुन दिला ६०/६१

दस्त क्रमांक २३८/२०१० खालील प्रमाणे फी घेतली
वे दरम्यान वाडा चे

रू. पै. 181
नोंदणी फी- ७००-००
(६७) पाने फोलींग ७२२०-००
अतिरीक्त मु.शु.फी. —
एकुण फी ७३२०-००

दुय्यम निबंधक वाडा

दुय्यम निबंधक वाडा

पक्षकार देणार

① श्रीमती गोपिका मंगेश वाघ ② कु.रिना मंगेश वाघ ③ बाळू बाबू गोगारणे ④ राजा गणपत वाघ ⑤ रंजना चंदर कातकरी यांचे कुळमुखत्यारी म्हणुन सौ.निर्मिला बाबू युतार वय ३८, रा. गणेशपूरी ता. शिवंडी जि. ठाणे

पक्षकार घेणार

① सौ. निर्मिला बाबू युतार वय ३८ रा. गणेशपूरी ता. शिवंडी जि. ठाणे

ओळख – खालील इसम असे निवेदन करितात की, ते दस्तऐवज करुन देणाऱ्या इसमास व्यक्तीशः ओळखतात व त्यांची ओळख पटवितात.

① प्रकाश बाळा पवार, वय ४२ रा. कोने ता. वाडा जि. ठाणे.

② नरेश पांडुरंग डेंगळे, वय ३५ रा. आगरआळी वाडा जि. ठाणे.

दस्त ऐवज करुन देणार
तथाकथित -सहीसही
दस्तऐवज करुन दिल्याचे कबुल करतात.

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
सत्यमेव जयते
जि ठाणे
DIST THANE

१९९५.

r. Sutar

पांडु वाघ
नंदू वाघ
जयं वाघ
बाळू गोगारणे
यांचे कुल मुखत्यारी

दुय्यम निबंधक वाडा
दि. २६/४/२०१०

वडट
दस्त क्रमांक ९३८/२०१०
६१ / ६१

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प्रमाणित करणेत येते कि सा दस्तेएवजामध्ये
एकूण ६१ पाने आहेत

मुख्य निबंधक वाडा

पुस्तक क्रमांक पहिले
९३८ क्रमाकावर नोंदले

मुख्य निबंधक वाडा

तारीख २९ माहे ४ सन २०१०

THE SEAL OF THE SUB REGISTRAR WADA
मुख्य निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे DIST THANE

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दुय्यम निबंधक वाडा

सत्यप्रत

दुय्यम निबंधक वाडा

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

मी नक्कल केली
मी वाचली
मी रूजवात घेतली

सदरहू नक्कल श्री मुकेश कुमार कमलकांत चौधरी यांचा अर्ज क्रमांक ..9.307/२०१२ अन्वये त्यांना दिली आहे

दुय्यम निबंधक वाडा

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True translation of the Sale Deed and its Annexure documents
Translation from Marathi to English

Govt. of Maharashtra, Department of Registration & Stamps
Valuation Report for the year 2010

1. Type of Document – SALE DEED, Applicable Article No. 25 (b) (i-a) e
2. Name of person who presented document for registration – Nirmala Barku Suthar
3. Taluka – Wada
4. Name of village – Vijaypur
5. CTS No./ Survey No. / Final Plot No. 26/2 Part
6. Applicable Zone No. for Valuation – 5, Sub Divn. No. ___
7. Type of property- Open land, Residential, Office, Shop, Industrial – Open land - per sq.mtr. rate ____
8. Area of land stated in the document – 1.10.0 Ha R , Carpet area, Built up area Sq.mtr. / Sq.ft
9. Car Parking --, Balcony --- , Lintel –
10. Floor --, Lift facility – Yes / No
11. Year of construction -- Depreciation –
12. Type of construction -- RCC/ Pacca / Semi Pacca/ Kaccha
13. Instructions as per ready reckoner chart
14. If document is of Leave & License
    a) Rental amount per month :- _____

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b) Security deposit / advance rental amount :- _____

c) Tenure :- _____

15. Assessed as per market price- Rs. 2,70,000/-

16. Amount of consideration shown in the document – Rs.2,70,000/-

For Document No. 1224/09 stamp duty of Rs. 10800/- paid, Registration fee of Rs 2700/- paid.

17. Stamp duty now payable – Rs. 500/- Stamp duty paid now–Rs.500/-

18. Registration fee payable – Rs. 100/-

Sd/-xx
Sub Registrar, Wada

// Round Seal of Sub Registrar, Wada, Dist. Thane //

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|| Shri Swami Samarth ||
Receipt for sale of stamp paper
Shri Nilesh Manilal Ambavane
Stamp Vendor
At post- Wada, Dist. Thane 421303

Receipt No. 1177

Lic. No. 051/2002

Place of sale of stamp paper: Nandanwan Apartment, Gala No. 1/1 Opp. Tahsildar Office, Wada, Dist. Thane

Name of purchaser- Nirmala Barku Suthar, R/o Ganeshpuuri, Tq. Bhiwandi, Dist. Thane

Purchased through – Shri Naresh Dengane, Wada, Dist. Thane

Date of sell – 31/3/2010 as per entry made in general stamp sale register

stamp paper no.	value of stamp paper	No. of stamp paper	Total amount Rs.
--	10	--	--
--	20	--	--
--	50	--	--
--	100	1	100
--	500	1	500
--	1000	--	--
--	5000	--	--
	Total	2	600

Rupees six hundred only

Date : 31/3/2010

Stamp and Sign of
Shri Nilesh Manilal Ambavane
Stamp Vendor
At post- Wada, Dist. Thane

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INDIA NON JUDICIAL

Rs. 500 FIVE HUNDRED RUPEES

Satyamev Jayate

INDIA

MAHARASHTRA 548423

// Stamp in Marathi

Place from where this stamp is sold – Wada, Dist. Thane,

Sr. No. 3813, Value Rs. 500 Paise 00

Name of purchaser- Nirmala Barku Suthar, R/o Ganeshpuuri, Wada, Purchased through – Shri Naresh Dengane, Wada

31 MAR 2010

// Stamp and Sign of Stamp Vendor //

// Stamp and Sign of SUB TREASURY OFFICER, WADA //

17 MAR 2010

DEED OF PERMANENT SALE
(for agricultural purpose)

Stamp duty and Registration fee paid with Power of Attorney registered on date 27/07/2009, document No. 1224/2009

This deed of permanent sale is made in respect of land at village – Vijaypur, Tq. Wada, Dist. Thane

On date : 20/04/2010

// Round Seal of Sub Registrar, Wada, Dist. Thane //

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1) Sow. Nirmala Barku Suthar
Age 38 years, Occ- Housewife
R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane

PoA holder of Sr. No. 1 to 5 named below-

1) Shri Gopal Mangesh Wagh
   Age 50 years, Occ- Agri
2) Shri Laxman Mangesh Wagh
   Age 48 years, Occ- Agri
3) Shalu Babu Gotarane
   Age 53 years, Occ- Agri
4) Shri Raja Ganpat Wagh
   Age 33 years, Occ- Agri
5) Ranjana Chander Katkari
   Age 30 years, Occ- Agri

All R/o Vijaypur, Tq. Wada, Dist. Thane -- Sellers

This deed of permanent sale is made in favour of

1) Sow. Nirmala Barku Suthar
Age 38 years, Occ- Housewife
R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane-- Purchaser

This deed of permanent sale is made in made in respect of land shown in the schedule A, which is owned and possessed by us against consideration of Rs. 2,70,000/- (Rupees two lakhs

seventy thousand). We have received this amount. Details of payment made to sellers are as under-

1) Shri Gopal Mangesh Wagh & Shri Laxman Mangesh Wagh, Rs. 98000/- The Thane District Central Coop. Bank, Wada Branch, Cheque No. 224723 dt. 17/04/2010
2) Shri Gopal Mangesh Wagh & Shri Laxman Mangesh Wagh, Rs. 50000/- The Thane District Central Coop. Bank, Wada Branch, Cheque No. 224721 dt. 17/04/2010
3) Shri Gopal Mangesh Wagh & Shri Laxman Mangesh Wagh, Rs. 97000/- The Thane District Central Coop. Bank, Wada Branch, Cheque No. 224724 dt. 17/04/2010
4) Sow. Ranjana Chander Katkari, Rs. 10,000/- Kisan Vikas Patra, dt. 30/03/2010
5) Sow. Ranjana Chander Katkari, Rs. 10,000/- Kisan Vikas Patra, dt. 30/03/2010
6) Sow. Ranjana Chander Katkari, Rs. 5,000/- Kisan Vikas Patra, dt. 30/03/2010

As such, total amount of consideration Rs. 2,70,000/- (Rupees two lakhs seventy thousand) has been paid in full.

Now I have to receive no amount from you and about payment myself and my legal heirs have no complaint.

Description of property-

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Land situated in registration division of and District – Thane, Zilla Parishad – Thane, Sub registration division and Taluka- Javhar, Panchayat Samiti- Wada, Gram Panchayat- Vijaypur/ Kone, within local limits of village- Vijaypur, which is specifically described in Schedule-A.

Schedule A

Survey No.	Hissa No.	Area Ha R	Revenue Assessment Rs. Paise
94	2 Part	1-20-0	1=01

Total Area under sale 1-20-0 Ha R

Above described property is hereinafter referred to as 'said property' having following four-boundaries-

Towards east- Land of Shri Balaram Kalu Dhule

Towards West- Land of Shri Balaram Kalu Dhule

Towards South- Land of Shri Naresh Thakare

Towards North- Land of Shri Balaram Kalu Dhule

The Sellers are Adivasis, hence Sale permission as required as required under Sec. 36 (2) of the Maharashtra Land Revenue Code, 1966 has been obtained from the competent authority i.e.

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the Additional Collector, Thane, Head Quarter- Javhar, bearing No. Revenue/ Desk-1/ T-2/ Land/ SR-10/ 2010 dated 02/03/2010.

The subject to Section 43 of the Mumbai Tenancy & Agricultural Land Act, 1948, hence necessary permission from the Sub Divisional Officer, Javhar Sub Division, Javhar has been obtained, bearing No. SDO/Revenue/ Desk-2/ Sec. 43/ SR-42/ 2010 dated 04/03/2010.

The sale of this agricultural land is with all its part and parcel with shrubs, underground minor minerals and articles with all interests and attached rights of easements including right of way, right of storm water passage. The possession of said land has been handed over to you today.

I have sold this land to you as permanent sale and said land to be used for agricultural purpose.

The said land has not been sold to anybody nor subject to any mortgage or gift nor alienated by any other mode, nor subject matter of any lease by way of written or oral agreement. If such transaction is found I shall clear such difficulties with

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my own expenses without causing any financial burden upon you. This land is free from charge of any loan. The said land is not subject matter of any court case. The said land has not been acquired for Department nor any notice thereof has been received.

This agricultural land is owned by us and we are cultivating it and we have right to sell it and by exercising this right we have sold it to you for above consideration amount. You have verified all the documents pertaining to said land and revenue record. You have also made title search through advocate. We have paid all taxes and government levy till this date and henceforth you have to pay the same.

Now neither we nor any of our legal heirs or relatives will have no concern with the said land. In case of them causes obstruction in the enjoyment of said property by you, we shall make good of the same. Now purchaser has become absolute owner of the said property.

This land is to be mutated in the joint name of purchasers, hence question of fragmentation of said land will

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not arise. For mutating the name of purchaser in the revenue record, if we have to remain present for giving statement or signature or consent we will remain present in the Registration Office and extend our cooperation for the same but you have to bear al the expenses of registration.

We have received full amount of consideration as stated above, no separate receipt thereof has been required. This is agricultural land and it has to be used for the same purpose. The stamp duty is accordingly applicable and same has been paid.

The purchaser is not holding the land more than specified in the relevant Act.

The purchaser is the farmer having land at Village- Nimbavali, Tq. Wada, Dist. Thane, in Sy. No. 23/7/B and its 7/12 extract is attached to this document.

This sale deed is made with our free will and wish and shall be binding upon our legal heirs.

Sellers

1) Sow. Nirmala Barku Suthar
Age 38 years, Occ- Housewife

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R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane

PoA holder of Sr. No. 1 to 5 named below-

1) Shri Gopal Mangesh Wagh
   Age 50 years, Occ- Agri
2) Shri Laxman Mangesh Wagh
   Age 48 years, Occ- Agri
3) Shalu Babu Gotarane
   Age 53 years, Occ- Agri
4) Shri Raja Ganpat Wagh
   Age 33 years, Occ- Agri
5) Ranjana Chander Katkari
   Age 30 years, Occ- Agri

Purchaser-

1) Sow. Nirmala Barku Suthar
Age 38 years, Occ- Housewife
R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane

// Round Seal of Sub Registrar, Wada, Dist. Thane //

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VILLAGE FORM NO. VII
(RECORD OF RIGHTS)

Rules 3,5,6 & 7 of the Maharashtra Land Revenue Record of Rights (P & M) Rules, 1971

Village : Vijaypur Taluka- Wada Dist. Thane

Survey No. / Gut No.	Class Of owner-ship	Name of the occupant Area in Ha R, Area in Rs.Paise P.K. M.E No.	Account No.
94/2 Part	Restricted ownership		
Local Name of Land	Ha R. Sq.Mtr.	Gopal Mangesh Wagh Laxman Mangesh Wagh Shalu Babu Gotarane Raja Ganpat Wagh Ranjana Chander Katkari 84, 428, 1554, 1555, 1647, 1648, 50, 258 ADIVASI	Tenant Subject to Tenancy permission u/s 43 of the Mumbai Tenancy & Agri Land Act Other Rights 41, 1648 subject to permission u/s 36 and 36-A of the M.L.R.C. Code, 1966
Dry Land	1-20-0		
Irrigated	--		
Tari	--		
Warkas	--		
Others	--		
TOTAL	1-20-0		
Uncultivable land-			
Class (A)	--		
Class (B)	--		
TOTAL	--		
Assessment	1-01		
Judi or Special Assessment	--		
Total	1-01		
Old Ferfar Nos.			Boundary marks and other identification mark

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VILLAGE FORM XII (CROPS RECORD)

Rules 29 of the Maharashtra Land Revenue Record of Rights (P & M) Rules, 1971

YEAR	SEASON	AREA UNDERCULTIVATION – DESCRIPTION									LAND NOT AVLB FOR CULTIVATION		SOURCE OF WATER	REMARKS
		Area under mixed cultivation						Area under crops						
		DOUBLE CROP NO.	IRRIGATED WITH WATER	IRRIGATED W/oWATER	CROP UNDER EACH HEAD			NAME OF CROP	IRR. WITH WATER	IRR W/o WATER	TYPE	AREA		
					NAME OF CROP	IR.W W	IR W/o WTR							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
			Ha. R.	Ha. R.		Ha. R.	Ha. R.		Ha. R.	Ha. R.		Ha. R.		
2009-10	Kharip							Paddy Grass				1-20-0		

Date : 22/3/10

Issued by- Talathi & Village Officer, Talathi Saza:- Kone, Tq. Wada, Dist. Thane

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VILLAGE FORM NO. VII
(RECORD OF RIGHTS)

Rules 3,5,6 & 7 of the Maharashtra Land Revenue Record of Rights (P & M) Rules, 1971

Village : Nimbavali Taluka- Wada Dist. Thane

Survey No. / Gut No.	Class Of owner-ship	Name of the occupant Area in Ha R, Area in Rs.Paise P.K. M.E No.	Account No.
Not legible	Class 1		21
Local Name of Land	Ha R. Sq.Mtr.	Tai Barku Suthar (142) Nirmala Barku Suthar (142) Kashinath Barku Suthar (142) Krushna Barku Suthar (142) Eknath Barku Suthar (142)	Tenant Other Rights subject to permission u/s 36 and 36-A of the M.L.R.C. Code, 1966 Adivasi Khatedar (1) Legal Heir Sita Sadanand Madhavi (142)
Dry Land			
Irrigated	--		
Tari	--		
Warkas	--		
Others	--		
TOTAL	0-25-0		
Uncultivable land-			
Class (A)	--		
Class (B)	--		
TOTAL	--		
Assessment			
Judi or Special Assessment	--		
Total	--		
Old Ferfar Nos.			Boundary marks and other identification mark

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VILLAGE FORM XII (CROPS RECORD)

Rules 29 of the Maharashtra Land Revenue Record of Rights (P & M) Rules, 1971

YEAR	SEASON	AREA UNDERCULTIVATION – DESCRIPTION									LAND NOT AVLB FOR CULTIVATION		SOURCE OF WATER	REMARKS
		Area under mixed cultivation						Area under crops						
		DOUBLE CROP NO.	IRRIGATED WITH WATER	IRRIGATED W/o WATER	CROP UNDER EACH HEAD			NAME OF CROP	IRR. WITH WATER	IRR W/o WATER	TYPE	AREA		
					NAME OF CROP	IR. W W	IR W/o WTR							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
			Ha. R.	Ha. R.		Ha. R.	Ha. R.		Ha. R.	Ha. R.		Ha. R.		
2009-10	Kharip							Paddy Grass				1-20-0		

Date : 22/3/10

Issued by- Talathi & Village Officer, Talathi Saza:- Kone, Tq. Wada, Dist. Thane

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No. SDO/Revenue/ Desk-2/ Sec. 43/ SR-42/ 2010
Office of the Sub Divisional Officer,
Javhar Sub Division, Javhar, Dist. Thane
Date : 04/03/2010

Read :-

1. Application dated 15/09/2009 of Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, through PoA Holder Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane
2. Application of Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane dated 15/09/2002 for grant of permission as contemplated u/s 43 of the Tenancy Act
3. This office public notice No. Revenue/ Desk-2/ Sec. 43/ SR-42/ 2010 dt. 15/12/2009
4. Enquiry Report from the Circle Officer, Mandva, bearing No. 10/10 dated 11/01/2010
5. Statements of Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, dated 27/11/2009
6. Statements of Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane, dated 27/11/2009
7. Affidavit of Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, dated 27/11/2009
8. Sale permission order passed by Additional Collector, Thane, Head Quarter- Javhar, bearing No. Revenue/ Desk-1/ T-2/ Land/ SR-10/ 2010 dated 02/03/2010
9. Notification No. Tenancy/ 67/73/ 22540/ AM/ dt. 13/6/74 issued by the Upper Secretary, Revenue & Forest Dept. Mantralaya, Mumbai -32.
10. Approved Note of this office dated 04/03/2010

ORDER :-

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Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, have submitted application dated 15/09/2009 for grant of necessary permission u/s 43 of the Tenancy Act, in respect of land owned by them and to the extent of land to their share, for selling it to Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane, for Agricultural Purpose.

Description of land

Village/ Taluka	Survey No.	Total Area (Ha R)	Revenue Assessment (Rs. Paise)	Area proposed for sale
Village Vijaypur, Tq. Wada	Old Survey No. 217/ 2 Part, New Sy. No. 94/2B	1-20-0	1-01	1-10-0

Enquiry of this application is made and statements of concerned persons are recorded. The land under sale is subject to Section 43 of the Tenancy Act, having restricted ownership, hence without obtaining necessary permission from the Additional Collector, Thane, Head Quarter- Javhar, this land cannot be alienated. Applicants are physically and financially not in position to cultivate this land and they have decided to

give up the agricultural activities, hence they are going to sell this land to Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane. The reason cited by Applicants are found true and correct during enquiry.

Applicants have paid premium amount of Rs. 50/- (Rupees fifty only) vide challan No. 100 dated 4/3/2010 in the Govt. account.

Therefore, in exercise of powers conferred upon me, I, S.M. Kurtakoti, Sub Divisional Officer, Javhar Sub Division, Javhar, Dist. Thane, hereby grant Permission u/s 43 of the Mumbai Tenancy & Agricultural Land Act, 1948, to the Applicants- Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, for selling of above described land owned by them and to their shares to Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane, on the following terms and conditions.

a) In respect of said land, public notice was given in respect of permission u/s 43 of Tenancy Act, but no objections were received within 30 days.

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b) Circle Officer in his report stated that, provision Tribal Act, is not violating by this transaction.

c) The original land holder is not rendered landless after selling of above land.

Terms and conditions :-

1. The sale transaction agreed between two parties be concluded within a period of one year from the date of this order.
2. In case there is violation of any provision under the Act of 1974 and Act of 1975, this permission stands cancelled automatically.
3. If the said land is subject matter of any suit before the Civil Court, this permission shall be treated as cancelled automatically.
4. In case right of any third person whose name is not appearing in revenue record is abridged by this transaction, then Seller and Purchaser shall be held responsible for the same and this permission shall be cancelled.

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5. The purchaser has purchased the said land for agricultural purpose. In case it is found that, said land is used for any other purpose, the said land shall be forfeited in favour of Government.
6. Use of land for agricultural purpose shall be commenced within a period of one year from the date of purchase.
7. Seller/ purchaser shall be liable to comply if any amendment in Tenancy Act or Rules thereunder is made.

In case breach of any term of this order is found or any irregularity is observed, this order shall be cancelled and parties shall be liable for action u/s 84c of the Mumbai Tenancy and Agricultural Land Act, 1948.

Sd/-xx
(S.m. Kurtakoti)
Sub Divisional Officer,
Javhar Sub Division, Javhar,
Dist. Thane

Copy To-
1. Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane

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2. Shri Atulkumar Nirmalkumar Shetti, R/o Nane, Tq. Wada, Dist. Thane

Copy to - Tahsildar, Wada for Talathi of Saza Kone .. for necessary action.

Stamp and Sign of
Sub Divisional Officer, Javhar Sub Division, Javhar,
Dist.Thane,

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No. Revenue/ Desk-1/ T-2/ Land/ SR-10/ 2010
Office of the Additional Collector, Thane
Head Quarter- Javhar
Date : 02/03/2010

Read :-

1) Application dated 02/09/2009 of Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, through PoA Holder Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane
2) Application of Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane dated 02/09/2002
3) Letter from Tahsildar, Wada, bearing No. Revenue/ Desk-1/ T-1/ Land/ Kavi-637/ 2010, dated 16/01/2010 and No. Revenue/ Desk-1/ T-1/ Land/ Kavi-19/ 10, dated 6/2/2010; and No. Revenue/ Desk-1/ T-1/ Land/ Kavi-9/ 10, dated 15/2/2010
4) Govt. of Maharashtra, Dept. of Revenue & Forest, Circular No. Adivasi/1079/ 33856/ L-9 dated 4 March, 1982

ORDER :-

WHEREAS Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, through PoA Holder Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane have submitted application dated 02/09/2009 for grant of Sale Permission of land owned by them for selling it to Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane, situated at Village Vijaypur, Tq. Wada, having

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Old Survey No. 217/ 2Part, New Sy. No. 94/2B, total area 1-20-0 Ha R, Revenue Assessment Rs. 1-01 Paise, to the extent of area adm. 1-10-0 Ha R, as per Sec. 36, 36A of the Maharashtra Land Revenue Code, 1966, for Agricultural Purpose.

Description of land

Village/ Taluka	Survey No.	Total Area (Ha R)	Revenue Assessment (Rs. Paise)	Area proposed for sale	Sale value agreed between the parties
1	2	3	4	5	6
Village Vijaypur, Tq. Wada	Old Survey No. 217/ 2Part, New Sy. No. 94/2B	1-20-0	1-01	1-10-0	2,70,000/-
	Total	1-20-0	1-01	1-10-0	2,70,000/-

AND WHEREAS enquiry of this application is made through Tahsildar, Wada. Upon hearing, Tahsildar, Wada consented for grant of Sale Permission. Seller and Purchaser of said land are both Schedule Tribe persons (Adivasi) persons. For giving of land from one Adivasi to another Adivasi person, the Collector is the competent authority for grant of necessary

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Sale Permission u/s 36 (2) of the Maharashtra Land Revenue Code, 1966, for Agricultural Purpose.

Therefore, in exercise of powers conferred upon me, I, Kailas Jadhav, Additional Collector, Thane, Head Quarter-Javhar, hereby grant Sale Permission u/s 36 (2) of the Maharashtra Land Revenue Code, 1966, to the Applicant- Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, through PoA Holder Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane, in respect of land, situated at Village Vijaypur, Tq. Wada, having Old Survey No. 217/ 2Part, New Sy. No. 94/2B, total area 1-20-0 Ha R, Revenue Assessment Rs. 1-01 Paise, to the extent of area adm. 1-10-0 Ha R, for Agricultural Purpose, for consideration amount of Rs. 2,70,000/-, on the following terms and conditions.

1. Part of the purchase price of Rs. 2,70,000/- be paid to Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane, in the form of Saving Certificate, before the Tahsildar, Wada and remaining amount be

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paid by depositing in the Nationalized Bank by opening bank account in the said bank.

2. The land under sale is subject to Section 43 of the Tenancy Act, having restricted ownership, hence without obtaining necessary permission from the Sub Divisional Officer, Javhar Sub Division, Javhar, under Section 43, name of purchaser cannot be mutated in the revenue record.
3. The purchaser has purchased the said land for agricultural purpose. In case it is found that, said land is used for any other purpose, the said land shall be forfeited in favour of Government.
4. In case there is some restriction under the Act No. 35 of 1974 and Act No. 14 of 1975 or if the said land is subject matter of any suit before the Civil Court, this permission shall be treated as cancelled automatically.
5. In case any third person whose name is not appearing in revenue record has raised dispute about the said land,

then Seller and Purchaser shall be responsible for the same.

6. The purchaser of this land shall be not alienate this land to any other person by way of sale, mortgage, donation, gift without prior permission of this office.
7. In case right of any third person whose name is not appearing in revenue record is abridged by this transaction, then Seller and Purchaser shall be held responsible for the same and this permission shall be cancelled.
8. Until amount of consideration is paid fully to the Seller, sale deed shall not be executed.
9. In case cheating is made by purchaser, on the complaint by seller, this order shall be cancelled and legal action shall be initiated against purchaser.
10. After taking possession of the said land, use of land for agricultural purpose shall be commenced.

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11. In case fragmentation of land is not permissible, unless permission is obtained by competent authority, this order will not be enforceable.

12. The entries in the other rights column of 7/12 extract shall be retained and it shall be binding upon the Applicant.

13. The documents produced for passing of this order if found false or any false statement has been made, the seller and purchaser shall be solely held liable for the same and order so passed shall be treated as cancelled.

14. In case breach of any term of this order is found or any irregularity is observed, this order stands cancelled automatically.

Sd/-xx
(Kailas Jadhav)
Additional Collector, Thane,
Head Quarter- Javhar

To,

1) Shri Gopal Mangesh Wagh and 4 others, R/o Vijaypur, Tq. Wada, Dist. Thane
2) Smt. Nirmala Barku Suthar, R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane
3) Tahsildar, Wada

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2/- Kindly get deposited the amount of consideration and part of it be kept in National Saving Certificate and some amount be kept in the name of seller by opening bank account in Nationalized Bank. Also ensure that both the parties have complied the terms and conditions of this order. In case any breach of condition is found, necessary action be taken and submit compliance report to this office.

4) Sub Divisional Officer, Javhar Sub Division, Javhar.. for information and necessary action

Stamp and Sign of
Additional Collector, Thane,
Head Quarter- Javhar

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True translation of the Cheque written in Marathi

Saving Bank Account
Non-MICR CHEQUE

Branch- Wada
Code No. 63
Date ; 17/4/2010

Pay – Gopal Mangesh Wagh & Laxman Mangesh Wagh, or

bearer

Rs. 98,000/-

Rupees Ninety Eight Thousand only.

A/c No. 45646 LF. Intl.

The Thane District Central Coop. Bank Ltd.,

Sign of Account Holder

O. No. 224723

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True translation of the Cheque written in Marathi

Saving Bank Account
Non-MICR CHEQUE

Branch- Wada
Code No. 63
Date : 17/4/2010

Pay – Gopal Mangesh Wagh & Laxman Mangesh Wagh, or

bearer

Rs. 50,000/-

Rupees Fifty Thousand only.

A/c No. 45646 LF. Intl.

The Thane District Central Coop. Bank Ltd.,

Sign of Account Holder

O. No. Not legible

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True translation of the Cheque written in Marathi

Saving Bank Account
Non-MICR CHEQUE

Branch- Wada
Code No. 63
Date ; 17/4/2019

Pay – Gopal Mangesh Wagh & Laxman Mangesh Wagh, or

bearer

Rs. 97,000/-

Rupees Ninety Seven Thousand only.

A/c No. 45646 LF. Intl.

The Thane District Central Coop. Bank Ltd.,

Sign of Account Holder

O. No. 224724

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True Translation of Kisan Vikas Patra Certificate named in Marathi

// Satyamev Jayate //

KISAN VIKAS PATRA
(Maturity period 5 years 7 months)

Rs. 10,000/- No. 19 CE 762734 RUPEES TEN THOUSAND

The Government of India promises to pay-

Name of holder - Sow. Ranjana Chander Katkari, Wada, Thane

On any date after the expiry of five years and seven months, from the date of issue of this certificate, the amount specified on the reverse as due on such date. This certificate is issued pursuant to Government of India, Ministry of Finance, Notification No. C.S.R 370 (E) dated 23rd March, 1993 and amended from time to time.

Date : 30 MAR 2010

Stamp and Sign of
Sub Post Master
VADA (Thane) 421303

// Round Seal of Sub Registrar, Wada, Dist. Thane //

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True Translation of Kisan Vikas Patra Certificate named in Marathi

// Satyamev Jayate //

KISAN VIKAS PATRA
(Maturity period 5 years 7 months)

Rs. 5,000/- No. 35 BC 399120 RUPEES FIVE THOUSAND

The Government of India promises to pay-

Name of holder - Sow. Ranjana Chander Katkari, Wada, Thane

On any date after the expiry of five years and seven months, from the date of issue of this certificate, the amount specified on the reverse as due on such date. This certificate is issued pursuant to Government of India, Ministry of Finance, Notification No. C.S.R 370 (E) dated 23rd March, 1993 and amended from time to time.

Date : 30 MAR 2010

Stamp and Sign of
Sub Post Master
VADA (Thane) 421303

// Round Seal of Sub Registrar, Wada, Dist. Thane //

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True Translation of Kisan Vikas Patra Certificate named in Marathi

// Satyamev Jayate //

KISAN VIKAS PATRA
(Maturity period 5 years 7 months)

Rs. 10,000/- No. 19 CE 762735 RUPEES TEN THOUSAND

The Government of India promises to pay-

Name of holder - Sow. Ranjana Chander Katkari, Wada, Thane

On any date after the expiry of five years and seven months, from the date of issue of this certificate, the amount specified on the reverse as due on such date. This certificate is issued pursuant to Government of India, Ministry of Finance, Notification No. C.S.R 370 (E) dated 23rd March, 1993 and amended from time to time.

Date : 30 MAR 2010

Stamp and Sign of
Sub Post Master
VADA (Thane) 421303

// Round Seal of Sub Registrar, Wada, Dist. Thane //

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The Thane District Central Coop. Bank Limited, Thane
Branch Wada, Code 63
A/c statement as on 19/04/2010
A/c No. 10307/ 45638 VAGH GOPAL M & LAXMAN M. VAGH
// Showing only Relevant portion //

DATE	NARRATION	WITHDRAWAL	DEPOSIT	BALANCE
	Balance B/F			
3/4/2010	By cash		500	500 CR
17/4/2010	BY TRF 030/45646		50000	50500 CR
17/4/2010	TO SELF 624008	25000		25500 CR
	BY TRF 030/45646		98000	98500 CR
18/4/2010	BY TRF 030/45646		97000	97500 CR

Stamp and Sign of Branch
Accountant of the bank

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Regn. 39m

Document/Application Sr. No. 1224/09

Date : 27/7/09

Type of document - Power of Attorney

Name of person presented - Nirmala Barku Suthar

Received Fees as under-

	In Rs. Paise
Registration Fees	2700/-
Copying Fees	660/-
Postage	
Copying & Others (Sec. 64 to 67)	
Search & Inspection	
Penalty- u/s 25	
As per Sec. 24	
Other fees (as per overleaf)	
.....	
.....	
Total	3360/-

Document/ copying will be ready on _____ and shall be sent by post / given in this office.

Stamp and Sd/-xx Sub-Register, Wada

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|| Shri Swami Samarth ||
Receipt for sale of stamp paper
Shri Nilesh Manilal Ambavane
Stamp Vendor
At post- Wada, Dist. Thane 421303

Receipt No. 462

Lic. No. 051/2002

Place of sale of stamp paper: Nandanwan Apartment, Gala No. 1/1 Opp. Tahsildar Office, Wada, Dist. Thane

Name of purchaser- Nirmala Barku Suthar, R/o Ganeshpuuri,

Tq. Bhiwandi, Dist. Thane

Purchased through – Shri Jagdish Ubale, Wada, Dist. Thane

Date of sell – 03/07/2009 as per entry made in general stamp sale register

stamp paper no.	value of stamp paper	No. of stamp paper	Total amount Rs.
--	10	--	--
--	20	--	--
--	50	--	--
--	100	1	100
--	500	1	500
854, 855, 856, 857	1000	4	4000
858	5000	1	5000
	Total	5	9000

Rupees Nine Thousand only

Date : 03/07/2009

Stamp and Sign of
Shri Nilesh Manilal Ambavane
Stamp Vendor
At post- Wada, Dist. Thane

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|| Shri Swami Samarth ||
Receipt for sale of stamp paper
Shri Nilesh Manilal Ambavane
Stamp Vendor
At post- Wada, Dist. Thane 421303

Receipt No. 463

Lic. No. 051/2002

Place of sale of stamp paper: Nandanwan Apartment, Gala No. 1/1 Opp. Tahsildar Office, Wada, Dist. Thane

Name of purchaser- Gopal Mangesh Wagh, R/o Vijaypur,

Tq. Wada, Dist. Thane

Purchased through – Hemant Sambre, Wada, Dist. Thane

Date of sell – 3/7/2009 as per entry made in general stamp sale register

stamp paper no.	value of stamp paper	No. of stamp paper	Total amount Rs.
--	10	--	--
--	20	--	--
--	50	--	--
859, 860, 861	100	3	300
862	500	1	500
863	1000	1	1000
--	5000	--	--
	Total	5	1800

Rupees one thousand eight hundred only

Date : 3/7/2009

Stamp and Sign of
Shri Nilesh Manilal Ambavane
Stamp Vendor
At post- Wada, Dist. Thane

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INDIA NON JUDICIAL

Rs. 5000 FIVE THOUSAND RUPEES

Satyamev Jayate

INDIA

MAHARASHTRA 279196

// Stamp in Marathi

Place from where this stamp is sold – Wada, Dist. Thane,

Sr. No. 858, Value Rs. 5000 Paise 00

Name of purchaser- Nirmala Barku Suthar, R/o Ganeshpuuri,

Wada, Purchased through – Shri Jagdish Ubale, Wada

31 JUL 2009

// Stamp and Sign of Stamp Vendor //

// Stamp and Sign of SUB TREASURY OFFICER, WADA //

12 JUNE 2009

IRREVOCABLE GENERAL POWER OF ATTORNEY

Market value Rs. 2,70,000/- (General Stamp Rs. 10,800/-)

//Thumb impression of all executants are appearing on each page of this document //

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Executants/ Principal -

6) Shri Gopal Mangesh Wagh

   Age 50 years, Occ- Agri

7) Shri Laxman Mangesh Wagh

   Age 48 years, Occ- Agri

8) Shalu Babu Gotarane

   Age 53 years, Occ- Agri

9) Shri Raja Ganpat Wagh

   Age 33 years, Occ- Agri

10) Ranjana Chander Katkari

   Age 30 years, Occ- Agri

   All R/o Vijaypur, Tq. Wada, Dist. Thane

This Irrevocable power of attorney document is made in favour of

1) Sow. Nirmala Barku Suthar
Age 38 years, Occ- Housewife
R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane – PoA Holder

The executants are owners of following property-

Land situated in registration division of and District – Thane, Zilla Parishad – Thane, Sub registration division and Taluka- Javhar, Panchayat Samiti- Wada, Gram Panchayat- Vijaypur/ Kone, within local limits of village- Vijaypur,

Survey No.	Hissa No.	Area Ha R	Revenue Assessment Rs. Paise

224

94	2 Part	1-20-0	1=01

Total Area under sale 1-20-0 Ha R

Above described property is hereinafter referred to as 'said property' having following four-boundaries-

Towards east- Land of Shri Balaram Kalu Dhule

Towards West- Land of Shri Balaram Kalu Dhule

Towards South- Land of Shri Naresh Thakare

In the revenue record our names are appearing as owner of above said property. Due to our pre-occupation we are unable to attend various govt. offices for obtaining various permissions, hence we hereby nominate, appoint and constitute you as our lawful attorney to do following acts and deed, in connection with above said property.

To look after above property, to erect fencing, leveling of land, to make arrangement of water, electricity connection, to carry out civil work, to make applications for obtaining various permissions and for that purpose to make affidavits on our behalf, to give statements in various offices.

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To make compliance of documents which are necessary for obtaining sale permission, to obtain certified copies, to make application for that purpose and to sign on our behalf. For obtaining sale permission to remain present in the concerned office and to sign on our behalf.

In case any dispute about above land arises, then to file a suit, to attend the court proceedings on our behalf, to give application and affidavits, to engage advocate, to sign on Vakilpatra, to make compromise and to do all court case related work. To appear on our behalf before the Tahsildar, Sub Divisional Officer, to make application, to file affidavit in the cases pertaining to above land.

In connection with above land, to approach town planning office, D.I.L.R, T.I.L.R and revenue department, land acquisition department, rehabilitation department etc. as per provisions of law and to conduct proceedings on our behalf before such authorities. For getting necessary permissions from the offices of Talathi, Circle officer, Tahsildar, District

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Collector, Addl. Collector, Commissioner, to make applications and affidavits and to sign over it on our behalf.

To obtain documents from the Govt. semi Govt. offices and other concerned offices, to submit application, to make compliance, for forest case, Sec. 35 of Tenancy Act, to obtain permission u/s 36 and 36-A of the Maharashtra Land Revenue Code, 1966. After getting these permissions PoA holder shall be purchasing above land.

After getting permission u/s 43 of the Tenancy Act and other necessary permission under Adivasi and Forest Land and permission u/s 36 and 36-A of the Act, to conclude the sale deed, to execute sale agreement, to sign it on our behalf, to accept advance amount, to execute sale deed. To execute sale deed in respect of above land, to execute consent deed, correction deed, partition deed, relinquishment deed and all other necessary deeds and to purchase necessary stamp papers after getting necessary permissions under Adivasi and Forest Land and permission u/s 36 and 36-A of the Act.

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To execute deed of permanent sale in respect of above land and for that purpose to remain present in the office of Sub Registrar, Wada and to present the document for registration, to execute consent deed, correction deed, partition deed, relinquishment deed and all other necessary deeds and to purchase necessary stamp papers for above purposes, to give admission of execution, to accept the cheque. For mutating your name in the revenue record after purchase, to sign on the notices for effecting Ferfar and to do all acts and deeds.

All the acts and deeds done by you shall be considered as acts done by us and it shall be binding upon us and we shall not make any complaint about it. This deed shall be binding upon our legal heirs and we know that this is a irrevocable power of attorney document and we state it on oath. The executors are illiterate persons, hence contention of this document are explained to them in the presence of Police Patil of Kone village.

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In case above information is found false or incorrect, we shall be liable to be prosecuted u/s 199, 200 and 193(2) of the Cr. P.C. Hence verified by us.

Identified by

Sign of witness No. 1

Sign of witness No. 2

Photographs of following executants
And their T.I. in front of respective photograph

1) Shri Gopal Mangesh Wagh
2) Shri Laxman Mangesh Wagh
3) Shalu Babu Gotarane
4) Shri Raja Ganpat Wagh
5) Ranjana Chander Katkari

All T.I. are made in the presence of
Shri Balkrushna Lidu Dupare
Police Patil of village Kone sd/-xx

Sd/-xx Sow Nirmala Barku Suthar
PoA Holder

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VILLAGE FORM NO. VII (RECORD OF RIGHTS)

Village : Vijaypur Taluka- Wada Dist. Thane

Survey No. / Gut No.	Class Of owner-ship	Name of the occupant Area in Ha R, Area in Rs.Paise P.K. M.E No.	Account No.
94/2 Part	Restricted ownership		
Local Name of Land	Ha R. Sq.Mtr.	Gopal Mangesh Wagh Laxman Mangesh Wagh Shalu Babu Gotarane Raja Ganpat Wagh Ranjana Chander Katkari 84, 428, 1554, 1555, 1647, 1648, 50, 258 ADIVASI	Tenant Subject to Tenancy permission u/s 43 of the Mumbai Tenancy & Agri Land Act Other Rights 41, 1648 subject to permission u/s 36 and 36-A of the M.L.R.C. Code, 1966
Dry Land	1-20-0		
Irrigated	--		
Tari	--		
Warkas	--		
Others	--		
TOTAL	1-20-0		
Uncultivable land-			
Class (A)	--		
Class (B)	--		
TOTAL	--		
Assessment	1-01		
Judi or Special Assessment	--		
Total	1-01		Boundary marks and other identification mark

VILLAGE FORM XII (CROPS RECORD)

YEAR	SEASON	AREA UNDERCULTIVATION – DESCRIPTION									LAND NOT AVLB FOR CULTIVATION		SOURCE OF WATER	REMARKS
		Area under mixed cultivation						Area under crops						
		DOUBLE CROP NO.	IRRIGATED WITH WATER	IRRIGATED W/oWATER	CROP UNDER EACH HEAD			NAME OF CROP	IRR. WITH WATER	IRR W/o WATER	TYPE	AREA		
					NAME OF CROP	IR. W W	IR W/o WTR							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
2008-09	Kharip							Paddy Grass				1-20-0		

Date : 22/5/09

Issued by- Talathi & Village Officer, Talathi Saza:- Kone, Tq. Wada, Dist. Thane

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VILLAGE FORM NO. VII (RECORD OF RIGHTS)

Village : Nimbavali Taluka- Wada Dist. Thane

Survey No. / Gut No.	Class Of owner-ship	Name of the occupant Area in Ha R, Area in Rs.Paise P.K. M.E No.	Account No.
23/7 Part	Class 1		21
Local Name of Land	Ha R. Sq.Mtr.	Tai Barku Suthar (142) Nirmala Barku Suthar (142) Kashinath Barku Suthar (142) Krushna Barku Suthar (142) Eknath Barku Suthar (142)	Tenant Other Rights Legal Heir Sita Sadanand Madhavi (142) subject to permission u/s 36 and 36-A of the M.L.R.C. Code, 1966 Adivasi Khatedar (1)
Dry Land Irrigated Tari Warkas Others	 -- -- -- --		
TOTAL	0-25-0		
Uncultivable land- Class (A) Class (B)	 -- --		
TOTAL	--		
Assessment			
Judi or Special Assessment	--		
Total	--		Boundary marks and other identification mark

VILLAGE FORM XII (CROPS RECORD)

YEAR	SEASON	AREA UNDERCULTIVATION – DESCRIPTION									LAND NOT AVLB FOR CULTIVATION		SOURCE OF WATER	REMARKS
		Area under mixed cultivation						Area under crops						
		DOUBLE CROP NO.	IRRIGATED WITH WATER	IRRIGATED W/oWATER	CROP UNDER EACH HEAD			NAME OF CROP	IRR. WITH WATER	IRR W/o WATER	TYPE	AREA		
					NAME OF CROP	IR. W W	IR W/o WTR							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
2008-09	Kharip							Paddy Grass				1-20-0		

Date : 13/5/2009

Issued by- Talathi & Village Officer, Talathi Saza:- Kone, Tq. Wada, Dist. Thane

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Maharashtra State – Village Officer- Police Patil

Shri B.L. Dupare
Police Patil Kone (Vijapur)
At Vijapur (Kone), Tq. Wada,
Dist. Thane

Date : 20/07/2009

Certificate

Certificate is given by Police Patil of village Kone that, Gopal Mangesh Wagh, R/o Vijapur (Kone), Tq. Wada, Dist. Thane is the permanent resident of village Kone and he is belonging to Hindu Katkari. I know him hence this certificate is given to him.

Photograph of

Gopal Mangesh Wagh

Stamp and Signature of
Shri B.L. Dupare
Police Patil Kone (Vijapur)
At Vijapur (Kone), Tq.
Wada, Dist. Thane

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Maharashtra State – Village Officer- Police Patil

Shri B.L. Dupare
Police Patil Kone (Vijapur)
At Vijapur (Kone), Tq. Wada,
Dist. Thane

Date : 20/07/2009

Certificate

Certificate is given by Police Patil of village Kone that, Laxman Mangesh Wagh, R/o Vijapur (Kone), Tq. Wada, Dist. Thane is the permanent resident of village Kone and he is belonging to Hindu Katkari. I know him hence this certificate is given to him.

Photograph of

Laxman Mangesh Wagh

Stamp and Signature of
Shri B.L. Dupare
Police Patil Kone (Vijapur)
At Vijapur (Kone), Tq.
Wada, Dist. Thane

233

Maharashtra State – Village Officer- Police Patil

Shri B.L. Dupare
Police Patil Kone (Vijapur)
At Vijapur (Kone), Tq. Wada,
Dist. Thane

Date : 20/07/2009

Certificate

Certificate is given by Police Patil of village Kone that, Smt. Shalu Babu Gotawane, R/o Vijapur (Kone), Tq. Wada, Dist. Thane is the permanent resident of village Kone and he is belonging to Hindu Katkari. I know him hence this certificate is given to him.

Photograph of

Smt. Shalu Babu Gotawane

Stamp and Signature of
Shri B.L. Dupare
Police Patil Kone (Vijapur)
At Vijapur (Kone), Tq.
Wada, Dist. Thane

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Maharashtra State – Village Officer- Police Patil

Shri B.L. Dupare
Police Patil Kone (Vijapur)
At Vijapur (Kone), Tq. Wada,
Dist. Thane

Date : 20/07/2009

Certificate

Certificate is given by Police Patil of village Kone that, Raja Ganpat Wagh, R/o Vijapur (Kone), Tq. Wada, Dist. Thane is the permanent resident of village Kone and he is belonging to Hindu Katkari. I know him hence this certificate is given to him.

Photograph of

Raja Ganpat Wagh

Stamp and Signature of
Shri B.L. Dupare
Police Patil Kone (Vijapur)
At Vijapur (Kone), Tq.
Wada, Dist. Thane

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Maharashtra State – Village Officer- Police Patil

Shri B.L. Dupare
Police Patil Kone (Vijapur)
At Vijapur (Kone), Tq. Wada,
Dist. Thane

Date : 20/07/2009

Certificate

Certificate is given by Police Patil of village Kone that, Ranjana Chander Katkari, R/o Vijapur (Kone), Tq. Wada, Dist. Thane is the permanent resident of village Kone and he is belonging to Hindu Katkari. I know him hence this certificate is given to him.

Photograph of

Laxman Mangesh Wagh

Stamp and Signature of
Shri B.L. Dupare
Police Patil Kone (Vijapur)
At Vijapur (Kone), Tq.
Wada, Dist. Thane

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DECLARATION

I, Sow. Nirmala Balu Suthar, do hereby declare that, in the office of Sub Registrar, Wada, documents titled as Sale Deed, is submitted for registration on the basis of Power of Attorney executed in my favour by Shri Gopal Mangesh Wagh on 24/07/2009, for registration and I have give admission that this document is executed by me on behalf of said Principal. In this regard, I have to state that, said Power of Attorney is still in force; the executants of it is neither died or for any other reason, Power of Attorney has not been cancelled/revoked. The said document is valid one and I am fully competent to act. In case this statement is found incorrect, I shall render myself liable for punishment u/s 82 of the Registration Act, 1908.

Date: 20/04/2010

sd/-xxx

(N.B. Suthar)
PoA Holder

I have also read and understood the Power of Attorney document presented with Sale Deed and I am satisfied that I am lawfully entitled to execute this deed and in this connection Sub Registrar or any staff of this office are not concerned about it.

sd/-xxx

(N.B. Suthar)
PoA Holder

(T.C.)

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
AT PUNE

ORIGINAL APPLICATION NO. 71 OF 2019

IN THE MATTER OF:

DHANANJAY PATIL & OTHERS **...APPLICANTS**

VERSUS

THE STATE OF MAHARASHTRA AND OTHERS
...RESPONDENTS

Counter Affidavit on behalf of Respondent No. 3 – Ultratech Cement Limited

VOLUME- II

(PAGE NO. 237 TO PAGE NO. 451)

[VANITA BHARGAVA/SHWETA KABRA]
KHAITAN & CO
ADVOCATES FOR THE RESPONDENT NO.3
12TH FLOOR, ASHOKA ESTATE
24, BARAKHAMBA ROAD
NEW DELHI – 110 001
Ph: 011-4151 5454
E:mail: vanita.bhargava@khaitanco.com

NEW DELHI
DATED: 06.10.2021

1.	**ANNEXURE R3/5 (COLLY)** Copy of the Sale Deed dated 17.03.2010 through which Gopal Wagh Sold his land to Nirmala Suthar and the correction Deed dated 03.09.2010	237-323
2.	**ANNEXURE R3/6** Copy of Sanad dated 10.6.2010 issued to the answering Respondent No.3	324-325
3.	**ANNEXURE R3/7** Copy of mutation entry in Adhikar Abhilekh	326-328
4.	**ANNEXURE R-3/9** Copy of the letter dated 18 June 2010	333-336
5.	**ANNEXURE R3/10** Copy of the letter dated 22 June 2010	337-338
6.	**ANNEXURE R3/11** Copy of the certificate dated 29 June 2010	339-340
7.	**ANNEXURE R3/12** Copy of the order dated 23.09.2009	341-350
8.	**ANNEXURE R3/13** Copy of the notice dated 24 October 2010 issued by Gram Panchayat Kone regarding the alleged diversion of water canal	351-352
9.	**ANNEXURE R3/14** Copy of the affidavit dated 10 November 2010	353-356
10.	**ANNEXURE R3/15** Copy of the complaint filed by Mr. Baburao Walte, Tahsildar Wada issued a letter dated 1 December 2010	357-360

11.	**ANNEXURE R3/16** Copy of the letter dated 7 December 2010, the Tahsildar Wada asked the Respondent No.3 to submit written explanation	361-362
12.	**ANNEXURE R3/17** Copy of the notice dated 11 February 2011	363-364
13.	**ANNEXURE R3/18** Copy of the letter dated 22 March 2011	365-366
14.	**ANNEXURE R3/19** Copy of the Tahsildar Wada issued another notice dated 10 March 2011	367-368
15.	**ANNEXURE R3/20** Copy of the Suit No. 180 of 2011	369-387
16.	**ANNEXURE R3/21** Copy of the order dated 8 April 2011 passed by the Civil Judge	388-389
17.	**ANNEXURE R3/22** Copy of the report of the District Mining Officer dated 16 August 2011	390-393
18.	**ANNEXURE R3/23** Copy of the Order dated 10 October 2011	394-396
19.	**ANNEXURE R3/24** Copy of the order dated 19 October 2011	397-399
20.	**ANNEXURE R3/25** Copy of Notice dated 09 September 2015 issued by MPCB	400-401
21.	**ANNEXURE R3/26** Copy of the interim directions dated 8th October 2015 issued by MPCB	402
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23.	**ANNEXURE R3/28** Copy of Spot Panchnama dated 15 September 2015	408-413
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25.	**ANNEXURE R3/30** Copy of Notice of MPCB dated 16 November 2015	420
26.	**ANNEXURE R3/31** Copy of letter dated 5 January 2016	421-422
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28.	**ANNEXURE R3/33** Copy of complaint dated 6 February 2016	425-428
29.	**ANNEXURE R3/34** Copy of letter dated 24 August 2016	429
30.	**ANNEXURE R3/35** Copy of inspection report of MPCB dated 12 December 2017	430-431
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32.	**ANNEXURE R3/37 (COLLY)** Copy of Consent to operate under Water Act and Air Act	433-440
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34.	**ANNEXURE R3/39** Copy of the letter dated 21.12.2020	449-450
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ANNEXURE R3/5 (Colly)

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३ मई.
Gen 113 me.

सूची II सत्यप्रत

मूळ प्रत
ORIGINAL COPY

[अहस्तांतरणीय]
[NON TRANSFERABLE]

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शासनास केलेल्या प्रदानाची पावती नकल अर्ज क्रं 1316/92
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place पाडा दिनांक/Date 30/6/2092

श्री. मुकेश कुमार कमलकांत चौधरी यांच्याकडून/
Received from

रु./Rs. ४४५+१३०=६७५/- (रुपये/Rupess साहासे पंच्याहत्तार मात्र

पस्त क्रं 5351/10 १५६८/९२, १६४४/९२ A६६३/९२, १६६४/९२ याकरिता मिळाले.
on account of ६६७/९२, ३७५/९९, १८९९/९९, ८०२/९२, २९९३/९०, २९९४/९०, ६३८/९०, १६१०/९०,

रोखपाल वं. लेखापाल पाले ४८+६१
Cashier or Accountant. . =१०६

दुय्यम निबंधक वाडा.
(पदनाम/Designation)

THE SEAL OF

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दस्त क्रमांक ७९०/२०९०
७ | ४८

॥ श्री स्वामी समर्थ ॥

मुद्रांक विक्री पावती

श्री.आनंद मणिलाल आंबवणे

मुद्रांक विक्रेता

मु.पो.ता.वाडा,जि.ठाणे- ४२१३०३

परवाना क्रमांक - ४/२०००

पावती क्र. 308

मुद्रांक विक्रीचे ठिकाण : नंदनवन अपार्टमेंट,गाळा नं.९, तहसिलदार कार्यालयासमोर,वाडा,जि.ठाणे.

श्री./श्रीमती निर्मला बारकु खुमाद रा. गणेशपुरी

ता. शिवली जि. ठाणे यांना हस्ते

श्री.श्रीमती गरेश डोगा रा. वाडा

ता. वाडा जि. ठाणे यांचे जवळ ता.२१/०९/२०१० रोजी

खालील प्रमाणे मुद्रांक विक्री आमचे जनरल मुद्रांक विक्री रजिस्टर नुसार केली असे.

अ. क्र.	मुद्रांक रजिस्टर क्रमांक	मुद्रांकाची किंमत	मुद्रांकाची संख्या	एकूण रक्कम रुपये
१		१०		
२		२०		
३		५०		
४	४०४२	१००	७	७००८
५		५००		
६		१०००		
७		५०००		
		एकूण	७	७००८

अक्षरी रुपये : सातशे रुपये मात्र रोख मिळाले.

स्थळ : वाडा

पावती दिल्याचा दिनांक २१ / ०९ /२०१०

सही

(श्री.आनंद मणिलाल आंबवणे)

मुद्रांक विक्रेता -वाडा

ता.वाडा,जि.ठाणे.

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा जि ठाणे DIST THANE

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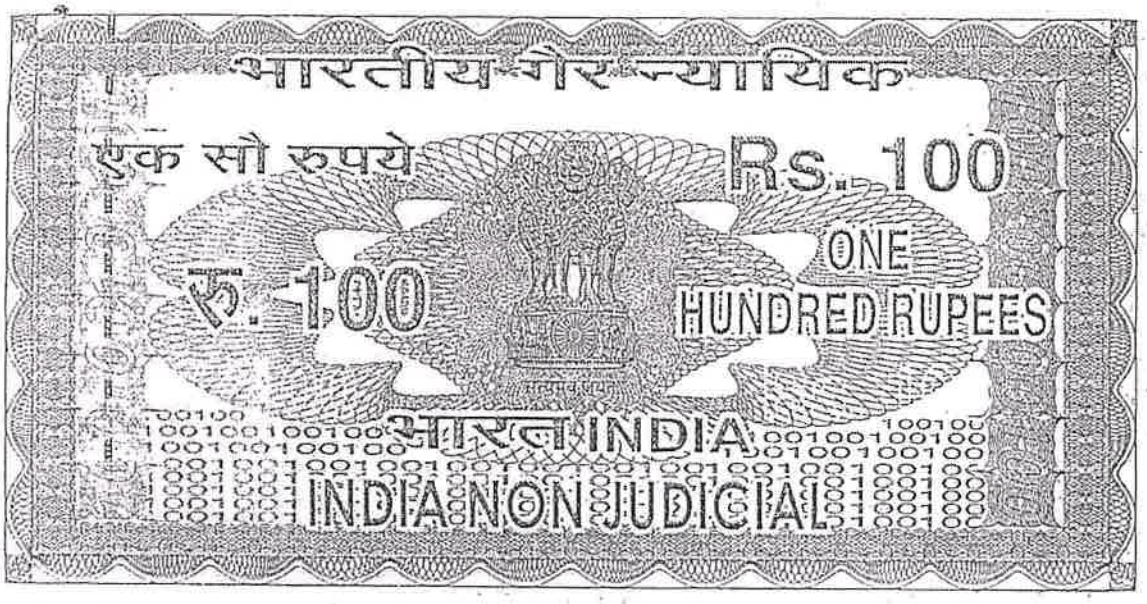

महाराष्ट्र MAHARASHTRA DH 089575

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि.ठाणे
अनुक्रमांक ८०४२ किंमत ९००/-
नांव निलेश वारकु खुपेरे
हस्ते निलेश डेगणे
तारीख 21 SEP 2010
आनंद मंगिलाल आंबवणे
परवाना क्र वाडा 4/2000

REGISTRAR VADA
दु वाडा यांची मुद्रा
ठाणे THANE

दस्त क्रमांक ९९०/२०१०

SUB-TREASURY OFFICER WADA
- 3 SEP 2010

वडट

२१८८

: चुक दुरूस्ती दस्त :-

(जनरल स्टॅम्प रु. १००/-)

चुक दुरूस्ती दस्त मौजे विज़यपूर, ता. वाडा, जि. ठाणे. येथील जमिन मिळकतीचे

तारीख — २१/०९/२०१० रोजीचे

—२—

THE SEAL OF THE SUB REGISTRAR VADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
DIST. THANE

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वडट
दस्त क्रमांक ९९९०/२०९०
२।४८

—२—

चुक दुरूस्ती दस्त लिहून घेणार —

१) श्री. गोपाळ मंगेश वाघ
वय — ५० वर्ष, धंदा — शेती,
२) श्री. लक्ष्मण मंगेश वाघ
वय — ४८ वर्ष, धंदा — शेती,
३) शालु बाबू गोतारणे
वय — ५३ वर्ष, धंदा — शेती,
४) श्री. राजा गणपत वाघ
वय — ३३ वर्ष, धंदा — शेती,
५) रंजना चंदर कातकरी
वय — ३० वर्ष, धंदा — शेती,
सर्व रा. विजयपूर, ता. वाडा जि. ठाणे.
वरील अक्र. १ ते ५ तर्फे कुलमुखत्यार म्हणून खालील अक. ६
६) सौ. निर्मला बारकु सुतार
वय — ३८ वर्ष, धंदा — गृहीणी
रा. गणेशपूरी, ता. भिवंडी, जि. ठाणे.

यांस

चुक दुरूस्ती दस्त लिहून देणार —

१) सौ. निर्मला बारकु सुतार
वय — ३८ वर्ष, धंदा — गृहीणी
रा. गणेशपूरी, ता. भिवंडी, जि. ठाणे.

कारणे चुक दुरूस्ती दस्त लिहून देत आहोत की, आमचे मालकीची व कब्जेवहिवाटीची सरकार रेकॉर्ड कागदी आमचे नावे असलेली अशी पुढील परिशिष्टांत वर्णन केलेली शेतजमिन मिळकत हि दि. २६/०४/२०१० रोजी दस्त क्र. ९३८/२०१० अन्वये दुय्यम निबंधक वाडा यांच्याकडे नोंदले गेलेले आहे. सदर नमुद मिळकत ही मौजे विजयपूर, ता. वाडा, जि. ठाणे. येथे आहे. तिचे वर्णन खालील परिशिष्ट अ मध्ये केले आहे.

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N Surve

चडट
दस्त क्रमांक ९९०/२०१०
४/४८

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अशी मिळकत तुकडी व जिल्हा परिषद ठाणे, पोट तुकडी जव्हार सब रजिस्ट्रार वाडा, तालुका व पंचायत समिती वाडा, ग्रामपंचायत विजयपूर/कोने हद्दितील मौजे विजयपूर, ता. वाडा या गावची एकूण मिळकतीचा तपशिल परिशिष्ट अ मध्ये वर्णन केल्याप्रमाणे—

परिशिष्ट अ

(नोंदले गेलेले दस्त)

सर्व्हे. नं.	हिस्सा. नं.	क्षेत्र हे. आर. प्र.	आकार रु. पै.
९४	२पै	१—२०—०	१ = ०१

एकुण क्षेत्र १—२०—० प्रति.

नमुद केलेल्या मिळकतीच्या चतु:सिमा खालीलप्रमाणे आहेत.

पुर्वेस — श्री. बाळाराम काळु धुळे यांची जमिन.

पश्चिमेस — श्री. वाळाराम काळु धुळे यांची जमिन.

दक्षिणेस — श्री. नरेश ठाकरे यांची जमिन.

उत्तरेस — श्री. बाळाराम काळु धुळे यांची जमिन.

सदर मिळकत लिहून घेणार व लिहून देणार यांनी संबधीत सक्षम अधिका-याची विक्री परवानगी व कुळकायदयाची परवानगी घेवून विकण्याची ठरवून दि. २७/०७/२००९ रोजी दुय्यम निबंधक वाडा वाडा यांचे कार्यालयात अखत्यारपत्र दस्त क्र. १२२४ लिहून दिले आहे. सदर अखत्यारपत्रान्वये संपूर्ण मिळकत १—२०—० हे.आर.प्रति. देणेचे ठरविले होते. परंतू सक्षम अधिकारी जव्हार यांनी १—१०—० हे.आर.प्रति. मिळकतीची विक्री परवानगी दिलेने त्या प्रमाणे खरेदीखताची नोंदणी करतांना १—२०—० हेक्टर. पैकी १—१०—० हेक्टरची नोंदणी करणे आवश्यक होते. तथापी दस्त क्र. ९३८/२०१० नोंदणी करतांना त्यातील पान क्र. ३ परिशीष्ट अ मध्ये नजर चुकीने टंकलेखनाच्या दोषामुळे १—२०—० हेक्टर. अशी नोंद झाली आहे ती नोंद चुकीची असून कार्यालय एकची यांची परवानगी प्रमाणे विक्री क्षेत्रफळ १—१०—० हेक्टर अशी दुरुस्ती विनामोबदला केली आहे. त्याचे वर्णन परिशीष्ट ब मध्ये केल्याप्रमाणे आहे.

SUB REGISTRAR WADA

वडट
दस्त क्रमांक ९९९०/२०१०
५ /१४८

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—४—

सदर दुरूस्तीचा अंमल दि. २०/०४/२०१० पासून होनेचा असून बाकी सर्व मजकुर बरोबर आहे.

तरी वरील झालेले दस्त दुरूस्तीचे क्षेत्र हे परिशिष्ट ब मध्ये वर्णन केल्या प्रमाणे

(दुरूस्ती केलेले)

परिशिष्ट ब

सर्व्हे. नं.	हिस्सा. नं.	क्षेत्र हे. आर. प्र.	आकार रु. पै.
९४	२पै	१—१०—०	१ = ०१

यापैकी विक्री क्षेत्र १—१०—० हे.आर.प्र.

SUB REGISTRAR WADA दुय्यम निबंधक वाडा यांची मुद्रा

बाब नमुद केलेल्या मिळकतीच्या चतु:सिमा खालीलप्रमाणे आहेत.

पुर्वेस — श्री. बाळाराम काळु धुळे यांची जमिन.

पश्चिमेस — श्री. बाळाराम काळु धुळे यांची जमिन.

दक्षिणेस — श्री. नरेश ठाकरे यांची जमिन.

उत्तरेस — श्री. बाळाराम काळु धुळे यांची जमिन.

सदर दस्तात वर्णन केलेल्या क्षेत्रामध्ये बदल केलेला असून चतु:सिमा बरोबर असून झालेली चुक ही टंकलेखनातून अनावधानाने वरील चुक झालेली आहे. वरील चुक दुरूस्त करण्यासाठी सदरचे चुक दुरूस्ती दस्त मा. सब रजीस्टर वाडा येथे स्वत: उपस्थित राहून करून घेत आहे. वरील दस्त विना नोबदला करीत आहे.

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे DIST THANE

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दस्त क्रमांक ७९७० / २०१०

—५—

हे चुक दुरूस्ती दस्त मी माझे राजीखुशीने, अक्कल हुशारीने लिहून दिले असून ते माझेवर व वारीवारसांवर बंधनकारक आहे व राहील.

साक्षीदार—

१) श्री. गोपाळ मंगेश वाघ
२) श्री. लक्ष्मण मंगेश वाघ
३) शालु बाबू गोतारणे
४) श्री. राजा गणपत वाघ
५) रंजना चंदर कातकरी

वरील अक्र. १ ते ५ तर्फे कुलमुखत्यार म्हणून खालील —

६)

(लिहून घेणार)

अक्र. १ ते ५ यांचे कुलमुखत्यारी

१)

THE SEAL OF THE SUB REGISTRAR WADA
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जुना सर्व्हे नं. २५/२ ए गांव नमुना सात (अधिकार अभिलेख पत्रक)

(महाराष्ट्र जमिन अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१-यातील नियम ३, ५, ६, आणि ७)

गाव : विजयपूर तहसील : वाडा

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारण पद्धती
९४/२१ ब		निरंक

भोगवटाधाराचे नांव: गोपाळ मंगेश वाघ, लक्ष्मण मंगेश वाघ, शालु बाबु गोलाशेत, राजा गणपत वाघ, रेजना घेरा कातकरी (८४) (४८) (१५५४) (१५५५) (१६४७) (१६४८) (५०) (२५८) आदिवासी

खाते क्रमांक :

कुळाचे नांव :

नि.स.प्र.कु.का.क. ४३ प्रमाणे

इतर अधिकार

(४१) ट (१६४८)

दस्त क्रमांक ९३८/२०१०

ई १६१ म.ज.म.अधि. १९६६ चे क.३६ व ३६ अ ला अधिन

शेताचे स्थानिक नांव	हेक्टर	आर	प्रति चौरस मिटर
लागवडी योग्य क्षेत्र	१	२०	०
एकूण	१	२०	०
पोटखराबा (लागवडी योग्य नसलेले)			
वर्ग (अ)			
वर्ग (ब)			
एकूण	-	-	-
आकारणी	रुपये	पैसे	
	१	०१	

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दस्त क्रमांक ९९१०/२०१०

७/४८

सीमा आणि भुमापन चिन्हे :

गांव नमुना १२ (पिकांची नोंदवही)

(पुढील सुधारित महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१-यातील नियम २९)

वर्ष	पिकाखालील क्षेत्र										पडीत व पिकास निरुपयोगी अशा जमिनीचा तपशिल	पाणीपट्टीच्या आकारणीचे नांव	शेरा
	हंगाम	निव्वळ पिकाखालील एकूण क्षेत्र			घटक पिके व प्रत्येक पिकाचे क्षेत्र			निर्भेळ पिकाचे क्षेत्र					
		मिश्रपिकांचा संकेतांक	जलसिंचन	अजल सिंचन	पिकाचे नांव	जलसिंचन	अजल सिंचन	पिकाचे नांव	जलसिंचन	अजल सिंचन	स्वरुप		
			हे.आ.	हे.आ.		हे.आ.	हे.आ.		हे.आ.	हे.आ.			
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१६
१०								भात खरीप	३१-२०	-०			

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तारीख : २२/३/१०

तलाठी राजा

N. Sutar

तलाठी सजा कोने
ता.वाडा, जि.ठाणे

N. Sutar

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	रु.	पै.
नोंदणी फी पानो ६७	९००	००
नक्कल फी (फोलिओ)	९२२०	००
पृष्ठांकनाची नक्कल फी		
टपालखर्च		
नकला किंवा ज्ञापने (कलम ६४ ते ६७)		
शोध किंवा निरीक्षण		
दंड-कलम २५ अन्वये		
कलम ३४ अन्वये		
प्रमाणित नकला (कलम ५७) (फोलिओ)		
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" "		
" "	Rs 1320/-	
"		
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२८००/- बक्षीसपत्र फी भरली		

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दुय्यम निबंधक.

दस्तऐवज खाली नांव दिलेल्या व्यक्तीच्या नावे नोंदणीकृत डाकेने पाठवावा. हवाली करावा

N. Sutar

सादरकर्ता

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N. Sutar

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नोंदणी ३९ म.
Regn. 39 m

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दस्तऐवजाचा/अर्जाचा अनुक्रमांक 9228/10

दिनांक 26/6/10 सन २०

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जा.नु. 26.01.2010

वडट
दस्त क्रमांक 9890/2090
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स्तऐवजाचा प्रकार - अखत्यारपत्र

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लीलप्रमाणे फी मिळाली :-

		रु.	पै.
नोंदणी फी	,,	2600	00
नक्कल फी (फोलिओ) पान 33	,,	660	00
पृष्ठांकनाची नक्कल फी	,,		
टपालखर्च	,,		
नकला किंवा ज्ञापने (कलम ६४ ते ६७)	,,		
शोध किंवा निरीक्षण	,,		
दंड-कलम २५ अन्वये	,,		
कलम ३४ अन्वये	,,		
णित नकला (कलम ५७) (फोलिओ)	,,		
फी (मागील पानावरील) बाब क्र.	,,		
,,	,,		
,, ₹ 3360	,,		
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एकुण		3360	00

वेज नोंदणीकृत डाकेने पाठवली जाईल.

ल ९४/८ नोंदी तयार होईल व या कार्यालयात देण्यात येईल.

दुय्यम निबंधक,

दुय्यम निबंधक वाडा

नावे नोंदणीकृत डाकेने पाठवावा.

ऐवज खाली नांव दिलेल्या व्यक्तीच्या हवाली करावा

सादरकर्ता

N. Surve

THE SEAL OF THE SUB REGISTRAR WADA
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।। श्री स्वामी समर्थ ।।

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परवाना क्रमांक - ०५१/२००२

पावती क्र. 462

मुद्रांक विक्रीचे ठिकाण : नंदनवन अपार्टमेंट,गाळा नं.९/१, तहसिलदार कार्यालयासमोर,वाडा,जि.ठाणे.

श्री./श्रीमती निर्मला बारकू सुतार रा. गोराईपुरी

ता. भिवंडी जि. ठाणे यांना हस्ते

श्री.श्रीमती जगदीश डबले रा. वाडा

ता. वाडा जि. ठाणे यांचे जवळ ता.03/07/२००9 रोजी

प्रमाणे मुद्रांक विक्री आमचे जनरल मुद्रांक विक्री रजिस्टर नुसार केली असे.

अ.क्र.	मुद्रांक रजिस्टर क्रमांक	मुद्रांकाची किंमत	मुद्रांकाची संख्या	एकूण रक्कम रुपये
१	—	१०	—	—
२	—	५०	—	—
३	—	१००	—	—
४	—	२००	—	—
५	—	५००	—	—
६	854, 855, 856, 857	१०००	4	4000/-
७	858	५०००	1	5000/-
	—	एकूण	(5)	9000/-

अक्षरी रुपये : नऊ हजार रुपये मात्र रोख मिळाले.

स्थळ : वाडा

पावती दिल्याचा दिनांक 03/07/२००9 सही

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा ठाणे DIST THANE

OF THE SUB REGISTR दुय्यम निबंधक कार्यालय वाडा

248

वडट
दस्त क्रमांक 9228/2009
2 133

वडट
दस्त क्रमांक 9090/2090
99187

।। श्री स्वामी समर्थ ।।

मुद्रांक विक्री पावती

श्री.निलेश मणिलाल आंबवणे

मुद्रांक विक्रेता

मु.पो.ता.वाडा,जि.ठाणे- ४२१३०३

परवाना क्रमांक - ०५१/२००२

पावती क्र. 463

मुद्रांक विक्रीचे ठिकाण : नंदनवन अपार्टमेंट,गाळा नं.९/१, तहसिलदार कार्यालयासमोर,वाडा,जि.ठाणे.

श्री./श्रीमती जोपाक भगेश वाघ रा. विजयपुर

ता. वाडा जि. ठाणे यांना हस्ते

श्री.श्रीमती हेमंत पोंबरे रा. वाडा

ता. वाडा जि. ठाणे यांचे जवळ ता.03/07/2009 रोजी

खालील प्रमाणे मुद्रांक विक्री [illegible] विक्री रजिस्टर नुसार केली असे.

अ. क्र.	मुद्रांकाची रजिस्टर क्रमांक	मुद्रांकाची किंमत	मुद्रांकाची संख्या	एकूण रक्कम रुपये
१.	—	१०	—	—
२.	—	२०	—	—
३.	—	५०	—	—
४.	859, 860, 861	१००	3	300/-
५.	862	५००	1	500/-
६.	863	१०००	1	1000/-
७.	—	५०००	—	—
	—	एकूण	—	1800/-

अक्षरी रुपये : एक हजार आठशे रुपये मात्र रोख मिळाले.

स्थळ : वाडा

पावती दिल्याचा दिनांक 03/07/2009

सही

(श्री.निलेश मणिलाल आंबवणे)

मुद्रांक विक्रेता

ता.वाडा,जि.ठाणे

THE SEAL OF THE SUB-REGISTRAR OFFICE WADA

GOVERNMENT OF MAHARASHTRA SUB-REGISTRAR WADA

DIST THANE

249

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000 पाँच हजार रुपये

Rs.5000 FIVE THOUSAND RUPEES

INDIA

महाराष्ट्र MAHARASHTRA

279196

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि.ठाणे

अनुक्रमांक 858 किंमत 5000/-

नांव निर्मला बाबू सुतार, गणेशपुरी

हस्ते जगदीश रुके, वाडा

तारिख 03/7/09

3 JUL 2009 निलेश मणिलाल ओसवणे परवाना क्र.वाडा 051/2002

वडट

दस्त क्रमांक 9228/2009

3/33

SUB - TREASURY OFFICER WADA.

REGISTRAR WADA

12 JUN 2009

इरिव्होकेबल जनरल पॉवर ऑफ ॲटर्नी :-

कधीही रद्द न होणारे कुळमुखत्यार पत्र

वडट

दस्त क्रमांक 9190/2009

9218

बाजार मुल्य रु. २,७०,०००/- (जनरल स्टॅम्प रु. १०,८००/-)

SEAL OF THE SUB

भ.वाघ

REGISTRAR WADA

THE SEAL

जि ठाणे DIST THANE

250

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

राष्ट्र MAHARASHTRA

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि.ठाणे

अनुक्रमांक 854 किंमत 1000/-

नांव निर्मला शाम्या सुतार, ठाणेपाडा

हस्ते अशोक रुपाजी वाघ

तारिख 03/7/09

3 JUL 2009

निलेश भणिलाल ओबवणे
परवाना क्र.वाडा 051/2002

A 246846

SUB-TREASURY OFFICER WADA

5 JUN 2009

दस्त क्रमांक 9228/2009
132

दस्त क्रमांक 9290/2090
9318

लिहून देणार –

१) श्री. गोपाळ मंगेश वाघ
वय – ५० वर्ष, धंदा – शेती,

२) श्री. लक्ष्मण मंगेश वाघ
वय – ४८ वर्ष, धंदा – शेती,

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

257

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

राष्ट्र MAHARASHTRA

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि. ठाणे

अनुक्रमांक 855 किंमत 1000/-

नांव निर्मिला बाबू सुतार, गणेशपुरी

हस्ते गणेश रुवले, वाडा

तारिख 03/7/09

13 JUL 2009

सुनिल विक्रेता

लिसेन्स मणिलाल आंबवणे

परवाना नं: वाडा 051/2002

A 246847

SUB TREASURY OFFICER WADA

15 JUN 2009

वडट
दस्त क्रमांक 928/2009 IV
32

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३) शालु बाबू गोतारणे

वय – ५६ वर्ष, धंदा – शेती,

राजा गणपत वाघ

-33 वर्ष, शेती,

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा

वडट
दस्त क्रमांक 9901/2010
9818

—४—

N. Sutar

रा.ग.वाघ

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

N. Sutar

252

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

राष्ट्र MAHARASHTRA

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि.ठाणे
अनुक्रमांक 856 किंमत 1000/-
नांव निर्मला वारकू सुतार, शेणेशपुरी
हस्ते मंगलिका रुबले, वाडा
तारिख 02/7/09
3 JUL 2009
निरंजन भगिरथ शांबरी
परवाना क्र. वाडा 051/2002

A 246848

SUB - TREASURY OFFICER WAD

5 JUN 2009

दस्त क्रमांक 9228/2009 E

६ ४ ४२

INE

—४—

५) रंजना चंदर कातकरी

वय –30 वर्ष, धंदा – शेती,

सर्व रा. विजयपूर, ता. वाडा जि. ठाणे

यांस

वडट

दस्त क्रमांक 9901/2009

9918C

THE SEAL OF THE SUB REGISTRAR
दुय्यम निबंधक कार्यालय वाडा यांची

ओळखले

ज.दा.अ.
आ वाघ

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

N. Sutar

253

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

महाराष्ट्र MAHARASHTRA

जनरल स्टॅम्प विक्रेते ठिकाण वाडा, जि. ठाणे

अनुक्रमांक 857 किंमत 1000/-

नांव निर्मला बारकू सुतार, गणेशपुरी

तर्फे जगदीश रुबाके, वाडा

तारिख 03/7/09

3 JUL 2009

मुद्रांक विक्रेता
निलेश मणिलाल आंबवणे
वरवाना ता.वाडा 051/2002

A 246849

SUB-TREASURY OFFICER WADA

5 JUN 2009

वडट
दस्त क्रमांक 1890/2090
1848

वडट
दस्त क्रमांक 1890/2090
133

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे DIST THANE

लिहून घेणार —

१) सौ. निर्मला बारकु सुतार
वय –३८ वर्ष, धंदा – गृहीणी
रा. गणेशपूरी, ता. भिवंडी, जि. ठाणे.

—६—

मे. दुय्यम निबंधक वाडा यांचे समोर

LHT.

दु.नि. वाडा/वाघ

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे DIST THANE

254

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

राष्ट्र MAHARASHTRA

A 246879

जनरल स्टॅम्प विक्रीचे टिकाण वाडा, जि.ठाणे

अनुक्रमांक 863 किंमत 1000/-

नांव गोपाळ नंगेश घाटे, विनभाडु

हस्ते हेमंत सांबरे, वाडा

तारिख 08/12/09

निलेश गणेशलाल सांबरे

परवाना क्र.वाडा 05/2002

SUB - TREASURY OFFICER WADA

12 JUN 2009

SUB REGISTRAR WADA

2009

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

ब ड ट
दस्त क्रमांक 9९७/२०७०
9७/४८

सत्यप्रतिज्ञेवर इरिव्होकेबल जनरल पॉवर ऑफ ॲटर्नी लिहून देतो की, मौ वाडा, जि. ठाणे. या गावी आमचे मालकीची व आ खालील वर्णनाची जमीन आहे.

—७—

N. Gurao

ग.भ.
पु.वाघ

गोपाळ भे. वाघ

गोपाळ भे. वाघ

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

N. Gurao

जि ठाणे
DIST THANE

255

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये सत्यमेव जयते Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA D 168535

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि.ठाणे

अनुक्रमांक 862 किंमत ५००/-

नांव गोपाळ मंगेश आघा, विनपफु

हस्ते हेमंत सांबरे आणि

तारिख 03/07/09

3 JUL 2009

निरीक्षक मणिलाल आंबेपाणे परवाना प्र.वाडा 051/2002

TREASURY OFFICER WADA

दस्त क्रमांक 9290/2090 2 JUN 2009

9८/8८

जमिनीचे वर्णन

नं.	हिस्सा. नं.	क्षेत्र हे. आर. प्र.	आकार रु. पै.
९४	२पै	१—२०—०	१ = ०१

एकुण क्षेत्र १—२०—० प्रति

THE SUB REGISTRAR WADA

THE SEAL OF THE SUB REGISTRAR WADA

DIST THANE

256

भारतीय गैर-न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि. ठाणे

अनुक्रमांक 859 किंमत 100/-

नांव मोघाळ मंगेश वाघ, विक्रमगड

दस्ते हेमंत सांबरे, वाडा

तारिख 03/7/09

3 JUL 2009

लिसेन्स नाजिलाल अधिकृत परवाना क्र.वाडा 061/2002

BA 908316

SUB-TREASURY OFFICER WADA

SUB REGISTRAR WADA

दस्त क्रमांक 922 200

90

12 JUN 2009

वडट

दस्त क्रमांक 9990/2090

9e/18८

—८—

सदरचे जमिनीस चतु:सिमा खालील प्रमाणे आहेत.

पुर्वेस — श्री. बाळाराम कालु भोईर यांची जमिन.

पश्चिमेस — श्री. बाळाराम कालु भोईर यांची जमिन.

दक्षिणेस — श्री. नरेश ठाकरे यांची जमिन.

~~बाळाराम~~ कालु भोईर यांची उ

HE SUB REGIS

कार्यालय वाडा

जि ठाणे DIST THAN

THE SEAL OF THE REGISTRAR WADA

दुय्यम निबंधक कार्यालय वाडा यांचा मुद्रा

जि ठाणे DIST THANE

OF THE SUB REGIS

कार्यालय

257

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

BA 908717

जनरल स्टॅम्प लिहीचे ठिकाण वाडा, जि.ठाणे

अनुक्रमांक 860 किंमत 100/-

नांव गोपाल अंगेश्वाघ, विनयकुं

हस्ते हेमंत आंबेरे, वाड

तारिख 03/7/09

निलेश चंद्रकांत आंबवणे
परवाना क्र.वाडा 051/2002

SUB-TREASURY OFFICER WADA

3 JUN 2009

वडट

दस्त क्रमांक 224/2009

32

वडट

दस्त क्रमांक 990/2090

3 JUN 2009

वरील वर्णनाची जमीन ही आमचेच मालकीची व कब्जेवहिवाटीची असून ती सरकारी रेकॉर्ड कागदी आमचेच नावे आहे. वरील जमिनीसंबंधी खालीलप्रमाणे सर्व कामे करण्यासाठी आम्हांस आमचेच कामाचे व्यापामुळे वेळावेळी वेगवेगळया ठिकाणी, वेगवेगळया कार्यालयात समक्ष हजर राहून [illegible] गे अशक्य आहे [illegible] वरील [illegible] संबंधी [illegible] करण्या [illegible] चे सर्व अधिकार आम्हांस

—१०—

N. Surve

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे DIST THANE

258

भारतीय गैर-न्यायिक

एक सौ रुपये Rs. 100

₹. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

BA 908318

जनरल स्टॅम्प विक्रीचे ठिकाण वाडा, जि.ठाणे

अनुक्रमांक 861 किंमत 100/-

नांव गोपाळ भंगेश्वर वाघ, विनपयुं

हस्ते हेमंत सांबरे, वाडा

तारिख 03/7/09

लिलेश सतिलाल ओबजणे

परवाना क्र.वाडा 051/2002

3 JUL 2009

SUB-TREASURY OFFICER WADA

य ड ट

दस्त क्रमांक 948/2009

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वरील जमिनीची देखभाल करणे, कुंपण करणे, जमिनीची लेव्हलींग करणे, तसेच पाण्याची व्यवस्था करणे, विद्युत कनेक्शन करणे, जमिनीवर बांधकाम करणे, कामी जरुर त्या परवानग्या घेणे, कामी अर्ज देऊन त्यावर आमचे वतीने सहया करणे, बांधकाम करणे, वरील जमिनीची विक्री परवानगी आवश्यक त्या कार्यालयात अर्ज करणे, प्रतिज्ञापत्रे व इतर अनुषंगीक आमचे वतीने सहया करणे, समक्ष कार्यालयात हजर कार्यालयात सर्व अधिकारी जाब—जबाब आमचे वतीने सहया करणे.

12 JUN 2009

य ड ट

दस्त क्रमांक 910/2009

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वडट
दस्त क्रमांक 990/2090
22184

वडट
दस्त क्रमांक 9228/2002 IV
93 133

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वरील जमिनीचे विक्री परवानगी कामी ज्या ज्या कागदपत्रांची आवश्यकता असेल त्या त्या सर्व कागदपत्रांची पुर्तता करणे, कागदपत्र मिळविणे, त्यासाठी अर्ज करणे, त्याकामी आमचे वतीने सहया करणे, वरील जमिनीची विक्री परवानगी मिळविणेकरीता ज्या ज्या कार्यालयात समक्ष हजर रहावे लागेल त्या त्या कार्यालयात हजर राहून आमच्या वतीने सहया करणे, विक्री परवानगी घेणे व तिची अंमलबजावणी करणे.

वरील जमिनीबाबत काही वाद निर्माण झाल्यास कोर्ट करणे, कोर्टात कचेरीत समक्ष हजर राहून आमचे वतीने जाब—जबाब देणे तसेच अर्ज, प्रतिज्ञापत्रे देऊन त्यावर आमचे वतीने सहया करणे, वकील नेमणे, वकीलपत्रावर सहया करणे, आपसांत तडजोड करणे तसेच कोर्ट — कचेरीची जी जी कामे करावी लागतील तीती कामे आमच्यावतीने करणे व आमच्या वतीने सहया करणे. सदर जमिनीबाबत तहसिलदार, प्रांत सोहब यांचे कोर्टात केसेस चालविणे, त्याकामी अर्ज करणे, प्रतिज्ञापत्र लिहून देणे त्यावर आमचे वतीने सहया करणे.

N. Suitar

SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा ता. वाडा
जि. ठाणे
DIST THANE

N. Suitar

वरील जमिनीसंबंधी टाऊन प्लॅनिंग, डि. आय. एल. आर., टि. आय. एल. आर. व जमीन महसूल खाते, संपादन खाते, संपादन खते, पुर्नवसन खाते, वैगेरे खात्याच्या तरतुदीनुसार जरुर ती कामे करुन घेणे व त्याकामी आमचे वतीने सहया करणे. वरील जमिनीबाबत मा. तलाठी, मा. तहसिलदार, मा. मंडळ अधिकारी, मा. जिल्हाधिकारी, मा. अप्पर जिल्हाधिकारी, मा. महसुल आयुक्त, मंत्रालय महसुल खाते हया सर्व

न काही परवानग्या तसेच कागदपत्रे मिळविण्याची

या ठिकाणी अर्ज, प्रति

मचे

वडट
दस्त क्रमांक ९९०/२०१०
२३/४८

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दस्त क्रमांक ९२२८/२००९ IV
98 132

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संबंधीत कार्यालयातून कागदपत्रे मिळविणे, कागदपत्रे सादर करणे, कागदपत्रांची पुर्तता करणे, सरकार तसेच निमसरकारी कार्यालयातून आवश्यक ती कागदपत्रे मिळविणे, फॉरेस्ट केस, ३५ सेक्शन कुळ कायद्याचे तसेच, महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ३६ व ३६ अ ची परवानगी व इतर तरतुदीनुसार जरुर त्या परवानग्या मिळविणे. सदरच्या परवानग्या मिळाल्यानंतर अखत्यारपत्र लिहून घेणार हे सदर जमिन खरेदी करणार आहेत.

N. Sutar

कुळ कायदा कलम ४३ व आदिवासी वनजमिनी अधिनियम ३६ व ३६ अ अन्वये परवानगी मिळाल्यानंतर ~~तुमचे गावे तुमचे नावाने~~ वरील जमिनीचा विक्री व्यवहार करुन देणे, साठे करार लिहून देऊन त्यावर आमचे वतीने सहया करणे व बयाणाच्या रकमा स्वीकारणे, विक्री व्यवहार पूर्ण करुन देणे. वरील जमिनीचे कायमचे खरेदीखत, मान्यतापत्र, चुक दुरुस्तीपत्र, वाटणीपत्र दुरुस्तीपत्र, हक्कसोड दस्त, तसेच इतर सर्व प्रकारचे दस्त करणेसाठी आवश्यक असणारे स्टॅम्प पेपर खरेदी करणे. कुळ कायदा कलम ४३ व आदिवासी वनजमिन अधिनियम कलम ३६ व ३६ अ अन्वये परवानगी मिळाल्यानंतर वरील जमिनीचे कायमचे खरेदीखत करणे, दुय्यम निबंधक वाडा येथे सही करणे, कामी अर्ज करुन त्यावर आमच्या वतीने सहया रक्कम भरणा करुन स्टॅम्प पेपर खरेदी करणे, वरील जमिनीचे कायमचे खरेदीखत करणे, वरील जमिनीचे वाटणीपत्र, चुकदुरुस्तीपत्र, दुरुस्तीपत्र, हक्कसोड दस्त करणे, वरील जमिनीचे आम्ही लिहून दिलेले कार्यनामे खरेदीखत / खरेदीखते करणे, मान्यतापत्र, चुकदुरुस्तीपत्र, वाटणीपत्र दुरुस्तीपत्र, हक्कसोड दस्त तसेच इतर सर्व प्रकारचे दस्तावर आमच्या

कुळ कायदा कलम ४३ व आदिवासी वनजमिन अधिनियम ३६ व ३६ अ N. Sutar अंतर

कायमचे खरेदीखत मान्यतापत्र, चुकदुरुस्तीपत्र,

हक्कसोड दस्त तसेच इतर सर्व [illegible] यांची

गोस

REGISTRAR WADA

SUB REGISTRAR WADA

THE SEAL OF THE SUB REGISTRAR WADA DIST. THANE

वडट
दस्त क्रमांक ७९९०/२०१०
२४१ ४८

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५५ १३३

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व त्यावर आमच्या वतीने सहया करणे, कबुली जबाब देणे, जमीनीच्या किमतीच्या रकमा, चेक स्वीकारणे, तसेच ज्या ज्या ठिकाणी आमच्या सहया आवश्यक असतील त्या त्या ठिकाणी आमच्या वतीने सहया करणे, ~~सदर लिहुन घेणारे हे अशिक्षित खातेदार आहेत~~ वरील जमिन खरेदीदाराचे नावे करण्यासाठी जाब जबाब देणे, फेरफार नोटीसीवर आमच्या वतीने सहया करणे वगैरे ती सर्व कामे आमच्या वतीने करुन वरील जमिनीचा विक्री व्यवहार पूर्ण करणे.

वरील जमिनीसबंधी वर उल्लेख केलेली सर्व कामे हि तुम्ही आमच्या वतीने केलेली जी जी कामे कराल ती ती सर्व कामे आम्हीच केली आहेत. असे समजले जाईल. व ती आम्हांस व आमचे वालीवारसांस मान्य व बंधनकारक आहेत व राहतील. वरील प्रमाणे सर्व काम हि आम्हीच केली आहेत असे समजले जाईल.

या बाबत आम्ही कोठेही व कधीही तक्रार हरकत करणार नाही. अगर आम्ही तसेच आमचे वालीवारसदार हे ही ईरीहोकेबल जनरल पॉवर ऑफ अटर्नी कधीही रद्द करणार नाही. अगर तसे अधिकार आम्ही तसेच आमचे वालीवारसाकडे राखून ठेवलेले नाहीत हे ही आम्ही सत्य प्रतिज्ञेवर लिहून देत आहोत. लिहून देणार हे अशिक्षीत असल्याने दस्तामधील सदर मजकूर त्यांना वाचून दाखवून दाखविला आहे. सदर पोटा कोडे घेतला वरील माहिती खोटी असल्याचे आढळून आल्यास कलम १९९, आहे २०० व १९३(२) च्या तरतुदीनुसार आम्ही गुन्हयास पात्र ठरु याची आम्हाला जाणीव आहे. वरील माहितीचे खरेपाणासाठी आम्ही आमच्या सहया त्यावर आपले समक्ष केले आहेत.

ओळख

१) [illegible] पाटील करोले
अ. बळवंत लहू दुधाने

२) [illegible]
तुकाराम फुदू दुधाने

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
ठि ठाणे
DIST THANE

REGISTRAR WADA
दु या वाडा यांची मुद्रा
ठि ठाणे
DIST THANE

वडट

दस्त क्रमांक १९०

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वडट

पावती ९२२४/२००९

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क्षमण मंगे

४) श्री

सर्व अंगाच्या लघु-
घडी, बाळस्था लिहू आले असेल
पोलिस पाहिजे. कोणतेही शंका
कोणीही नाही.

पी.पाटीलकर

N. Gedhe

१) सौ. निर्मला बारकु सुतार

(लिहून घेणार)

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

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गांव नमुना सात (अधिकार अभिलेख पत्रक)

जुना स. नं. ४७/२ पै गांव विजयपूर तहसिल वाडा जिल्हा ठाणे

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पद्धती	भोगवटादाराचे नांव
४७/२ पै	निरंक		गोपाळ मंगेरा वाघ लक्ष्मण मंगेरा वाघ शालु बाबु गोतारणे राजा गणपत वाघ रजा चंदर काकरी (४) (८२) (१५५) (१५५) (१६६) (१६७) (५०) (५८)

खाते क्रमांक :

धुळ्याचे नांव : व ड ट

९७ 33 (९०५)

इतर अधिकार (१) (१६८)

व ड ट

दस्त क्रमांक १६२०/२०९०

२६/४८

सीमा आणि भूमापन चिन्हे :

शेताचे स्थानिक नांव	लागवडी योग्य क्षेत्र	हेक्टर	आर	प्रति
		१	२०	०
	एकूण	१	२०	०
पोटखराबा (लागवडी योग्य नसलेले)	वर्ग(अ)			
	वर्ग (ब)			
	एकूण			
		रुपये		पैसे
आकारणी जुडी किंवा विशेष आकारणी		१	०९	

फेरफार नं. २५८ मंजूरीवर प्रलंबीत

गांव नमुना बारा (पिकांची नोंदवही)

पिकाखालील क्षेत्राचा तपशील

मिश्रणाचा संबंध	पिकाखालील क्षेत्र हेक्टर			निर्भेळ पिकाखालील क्षेत्र			जागवडीसाठी उपलब्ध नसलेली जमिन	शेरा
	अजल सिंचित	जल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित			
						स्वरुप		
४	५	६	७	९	१०	११	१२	

तलाठी सजा

मंडळ अधिकारी

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे DIST THANE

शेतकरी असल्याचा पुरावा

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गांव नमुना सात (अधिकार अभिलेख पत्रक)

जुना स. नं. ——— गांव निंबवली तहसिल वाडा जिल्हा- ठाणे

भूमापन क्रमांक	भूमापन क्रमांकांचा उपविभाग	भूधारणा पद्धती	भोगवटादाराचे नांव
२३/५ पै	—	—	लाडू बारकु कुंभार (१/२) निर्मला बारकु कुंभार काशीनाथ बारकु कुंभार कृष्णा बारकु कुंभार एकनाथ बारकु कुंभार (१/२)

खाते क्रमांक :

कुळाचे नांव वडट

दस्त क्रमांक १२४१/२००९ IV

१८ १३३

इतर अधिकार :

विमा सदानंद मल्ली (१/२)

शेताचे स्थानिक नांव —

लागवडी योग्य क्षेत्र	हेक्टर	आर	प्रति
	०	२५	०
एकूण	०	२५	०
पोटखराबा (लागवडी योग्य नसलेले)			
वर्ग(अ)			
वर्ग (ब)			
एकूण			

रुपये	पैसे
०	२५

वडट

दस्त क्रमांक १८७०/२०१०

२० / ४८

सीमा आणि भूमापन चिन्हे :

गांव नमुना बारा (पिकांची नोंदवही)

पिकाखालील क्षेत्राचा तपशील

वर्ग	इनाम	मित्रणाचा संकेत क्रमांक	मित्र पिकाखालील क्षेत्र: जल सिंचित	अजल सिंचित	पिकाचे नांव	निर्वेध पिकाखालील क्षेत्र: जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	लागवडीसाठी उपलब्ध नसलेली जमिन: स्वरुप	क्षेत्र	जल सिंचनाचे साधन	शेरा
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
									०	२५				

(असल वरा...

दिनांक

THE SEAL OF THE SUB REGISTRAR WADA वाडा मुद्रांक जि ठाणे DIST THANE

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FORM OF CASTE CERTIFICATE

वडद
दस्त क्रमांक 9990/990
24/21

This is to certify that Shri Miss Nirmala Daughter
of Son of Barku Sutar of Village/Town Ganesh puri
in District Thane of the State of Maharashtra belongs to the Hindu
Malavam Varu Caste / Tribe which is re-recognised as a Scheduled Caste /
Scheduled Tribe

UNDER

वडद
दस्त क्रमांक 9228-90
92/123

~~The Constitution (Scheduled Castes) Order 1950~~
The Constitution (Scheduled Tribes) Order 1950

(As amended by the Scheduled Castes and Scheduled Tribes Lists (Modification) Order 1956, The Bombay Re-organisation Act 1960, The Punjab Reorganisation Act 1966, The State of Himachal Pradesh Act 1970, The North-Eastern Areas (Reorganisation) Act, 1971 and the Scheduled Castes and Scheduled Tribes Order (Amendment) Act, 1976.)

Shri/Miss Nirmala Bhaskar Sutar
and his/her family ordinarily resides(s) in Village/Town Ganeshpuri
Taluka Bhiwandi District of the State of Maharashtra

SCHEDULE

This Caste Certificate has been issued by the under signed on the strength of the following documentary evidenced produced by the applicant in my office, copies of which are filed in the relevant papers.

Particulars of proof :- School leaving Certificate issued by Head Master Ambivali Vide R. No. Date 28-6-89

No. Caste/S.C./S.T./1989 Dated 22-9-89

Tahasil Office Bhiwandi
Bhiwandi Date 5/10/1989

Lakshmi Sagar Maloto Enquiry Report d. panchnama dtd. 26-9-89.

EXECUTIVE MAGISTRATE
Bhiwandi.

THE SEAL OF THE SUB REGISTRAR WADA

THE SEAL OF THE SUB REGISTRAR WADA
दि ठाणे
DIST THANE

देणार -७

महाराष्ट्र राज्य गांवकामगार पोलीस पाटील

श्री. बी. एल्. दुपारे
पोलीस पाटील - कोने (विजापूर)
पु. विजापूर (कोने) ता. वाडा, जि.ठाणे.

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जा. क्र.

दि. २७ / ०८ / २००९

पोचेला

वडट
दस्त क्रमांक ७९०/२०९०
१ २९ / ४८

पोलीस पाटील कोने यांजकडून पावला देण्यात येतो कि ~~श्री. [illegible] यांचे~~ समक्ष यांनी मौजे विजापुर (कोने) ता. वाडा. जि. ठाणे हे कोने ग्रामपंचायत हद्दी मध्ये कायमचे रहिवासी असुन तीनी दिलेः कागदपत्री या समाजाचे अहेत त्यांना मी पुर्ण पणे ओलखतो सबब हा पावला दिला असे

वि. एल. दुपारे
पोलीस पाटील
कोने (विजापूर) ता. वाडा
जि. ठाणे. ४२१३०३

वडट
दस्त क्रमांक ७२४/२००९
२० / ३३

REGISTRAR WADA
उ वाडा पंथी

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा पंथी मुद्रा
वि ठाणे
DIST THANE

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा पंथी मुद्रा
वि ठाणे
DIST THANE

OF THE SUB R

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महाराष्ट्र राज्य गांवकामगार पोलीस पाटील

श्री. बी. एल. दुपारे

पोलीस पाटील - कोने (विजापूर)
मु. विजापूर (कोने) ता. वाडा, जि.ठाणे.

व ड ट
दस्त क्रमांक 990/2010
दि. 29/8/2010

जा. क.

दि.२७/८/२०१०

पोचेला

पोलीस पाटील कोणे यांजकडून

व ड ट
दस्तक्रमांक 9228/2010 IV
दुपारे 29/8/10

पोचेला देण्यात येतो कि

मिसी ~~भोसले~~ लक्ष्मण मंगेश वाघ रा. (कोणे) ता. वाडा. जि ठाणे हे कोणी ग्रामपंचायत हद्दीमधे कायमचे रहिवासी असुन त्यांनी जातीने हिंदू कातकरी या समाजाचे आहेत त्यामुळे मि पुर्णपणे ओळखतो सबब

दि ११ दिला

बी.एल.दुपारे
पोलीस पाटील
कोने (विजापूर) ता.वाडा
जि.ठाणे.४२१३०३

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

महाराष्ट्र राज्य गांवकामगार पोलीस पाटील

श्री. बी. एल्. दुपारे
पोलीस पाटील - कोने (विजापूर)
मु. विजापूर (कोने) ता. वाडा, जि.ठाणे.

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जा. क्र.

दि. 20/06/2009

वर्दी
दस्त क्रमांक 1970/2009
29/8/08

वर्दी
दस्त क्रमांक 9228/2009
अदल 22/23

पोलीस पाटील कोणे याजकडून पावती देण्यात येते की श्रीमती शांता बाबू गोतारणे रा. विजापूर (कोणे) ता. वाडा. जि. ठाणे हे कोणी ग्रामपंचायत हद्दीमधली कायमचे रहिवासी असून जातीने हिंदू कातकरी या समाजाचे असल्याचा मी पुर्ण पणे अभिप्राय देत आहे. पावती दिली असे.

बी. एल. दुपारे
पोलीस पाटील
कोने (वि.) ता. वाडा
ठि. ठाणे. ४२१३०३

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

N. Sutare

देणार (1)

महाराष्ट्र राज्य गांवकामगार पोलीस पाटील

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श्री. बी. एल. दुपारे
पोलीस पाटील - कोने (विजापूर)
मु. विजापूर (कोने) ता. वाडा, जि.ठाणे.

जा. क्र.

दाखला

दि. 20/06/2009

वडट
दस्त क्रमांक 9228/2009 II
23/133

वडट
दस्त क्रमांक 690/2009
82/87

पोलीस पाटील कोणे ता.वाडा यांचा दाखला देण्यात येतो कि

श्री राजा गोपाल वाघ . रा. विजापूर (कोणे . ता. वाडा. जि. ठाणे हे कोणे ग्रामपंचात हद्दीतचे कायमचे रहिवासी असुन जातीने हिंदू कालकरी या समाजाचे आहेत त्याचा नि पुर्ण पणे मोलाचा सहकार दाखला दिला असे

बी.एल.दुपारे
पोलीस पाटील
कोने (विजापूर) ता.वाडा
जि.ठाणे.४२१३०३

N. Gaikwad

राजेंद्र वाघ

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

N. Gaikwad

महाराष्ट्र राज्य गांवकामगार पोलीस पाटील

केणार (५) ३) २१०

श्री. बी. एल्. दुपारे
पोलीस पाटील - कोने (विजापूर)
मु. विजापूर (कोने) ता. वाडा, जि.ठाणा.

वडट
दस्त क्रमांक १९०/२०१०
३२१४८

जा. क. पाडला दि. २०/०६/२०१०

पोलीस पाटील कीर्ती याचकडून पाखला घेण्यात येतो कि
श्रीमती रजाना चंदर कालकरी रा. विजापुर
(कोने. ता. वाडा. जि. ठाणे) हे कोने ग्रामपंचायत
हद्दीमध्ये कायमचे रहिवासी असुन जातीने ठाकुर कातकरी
या समाजाचे आहेत त्यामुळे त्यांना नि पुर्ण पत्ता मिळण्यासाठी
सदर दाखला देण्यात येत आहे

वडट
दस्त क्रमांक १९२८
२८ . ३२

श्री [illegible] दुपारे
पो. पाटील
कोने (विजापूर) ता. वाडा
जि. ठाणे. ४२१३०३

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

N. Surve

[illegible]

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

N. Surve

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योजना -9

दि ठाणे जिल्हा मध्यवर्ती सहकारी बँक, लिमिटेड, ठाणे
सेव्हिंग्ज बँक खात्याचे नियम

१. प्रत्येक महिन्याच्या १० तारखेपासून महिना अखेर पर्यंत खात्यात कमीतकमी जी मासी असेल त्या मासीवर बचत ठेव खात्यावर ३.५% व्याज देण्यात येईल. प्रत्येक सहामाहीत व्याजाचा हिशोब करून ते खात्यात जिवावले जाईल जर व्याजाची आकारणी पेशुलाली, ऑगस्ट महिन्यापर्यंत केली जाईल. या खात्यात कितीही रक्कम ठेवता येईल. सहामाही व्याज किमान रु. १०/- इतं आल्यास व्याज देण्यात येईल.

२. खोलण्याही खात्यात आपल्या नावाने बचत खाते उघडता येईल.

३. एकापेक्षा अधिक खात्याच्या नावाने खाते उघडू पाहिजे कोण एकास अगर काही जणास एकाचे पश्चात दुसऱ्यास अगर वारसांस पैसे काढता येतील अशा तऱ्हेने खाते उघडता येतील. यासाठीचा अर्ज खाते उघडता येते. कोणाही दोघांच्या नावाने खाते उघडता येईल.

४. फक्त-फक्त रु. १००/- भरल्यानिशी बचत खाते उघडता येणार नाही. बचत ठेव खात्यात फक्त रु. १००/- एवढी रक्कम खाते चालू असेपर्यंत शिल्लक राहिली पाहिजे.

५. खात्यात जमा करावयाची रक्कम बरोबर मोजी फक्त-फक्त एक रुपया असलीच पाहिजे. तसेच रु५ पेक्षा कमी आलेली रक्कम लिकारण्यात येणार नाही.

६. संस्था विरोधी खातेदाराच्या खात्यात वसुली करून जमा करण्याकरिता चेक्स, ड्राफ्ट, डिव्हीडंड वॉरन्ट, पेचार बिल्स वगैरे घेण्यात येतील.

७. नविन खाते उघडू इच्छिणाऱ्याने खाते उघडण्याच्या अगोदर आपले पूर्ण नांव, पत्ता व धंदा दिला पाहिजे व त्याबद्दल बँकेस माहिती असलेल्या इसमाची ओळखीदाखल सही घेतली पाहिजे. प्रत्येक अर्जदाराने अर्ज करते वेळी अटी लिहून दिले पाहिजे को बँकेने केलेले सर्व्हिस बँक खात्यासंबंधी नियम अर्जदाराने वाचले आहेत आणि ते मान्य कबुल आहेत. खातेदार निरक्षर असेल तर त्याने बँकेत इसम हजर राहून तसा खातेदाराकडून सहिच्या शिक्क्याची आवश्यकी केली पाहिजे.

८. मध्यम दिलेल्या पासबुकांवरून अगर एक मजूर दुसरे घेवे लागले तर त्याबद्दल कोणताही आकार घेण्यात येणार नाही. परंतु जर एखाद्या खातेदाराचे पासबुक हरवले तर नविन पासबुकाची किंमत म्हणून रु. २५/- आकारले जातील.

९. बचत ठेव खात्यात रक्कम भरताना व काढताना प्रत्येक वेळी पासबुक बँकेत घालविले पाहिजे, प्रथम बँक खातेदाराने रक्कम भरताना त्याचे नेमकी आणि काढताना तसेच अगर त्यानंतर शक्य तितक्या लवकर पासबुक बँकेत घालविले पाहिजे.

वाट
दस्त क्रमांक १९१-२०१०
२४/४८

वाट
दस्त क्रमांक १९२४/२००९
२५/१२३

STRICT CO
NCH -
BANK LTD

MALA BARI
VAJRESHWARI
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SELF
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icer

SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
वि ठाणे
DIST THANE

ठाणे
पेठेचनि- मा. वडा
Asstt.

ठा. सेवेकरी गो. वाघ N. Sutar

गोपाळ गे. वाघ

SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
वि ठाणे
DIST THANE

N. Sutar

साक्षीदार ७

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वडट

दस्त क्रमांक ९९७०/२००७

३५/४८

वडट

दस्त क्रमांक १२२४१/२००७

२६/१३२

अ. साक्षीदार लोहट दुपारे

रा. पो. दुपारेपाडा ता. वाडा

जि. ठाणे

IE SUB REGISTRAR WADA
कार्यालय वाडा यांची मुद्रा
NE

अहस्तांतरणीय

न ठेवावे.	गैरबापर
रवा	ल्यास.
ा	नेमृत्त
:	परत
र	गीय
जे. ठा	करावे.
चा दिनांक	
नुलनीकरण दिनांक	३०/३१/२००८

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

N. Sutar

LHT.

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

साक्षीदार (2)

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Election

MT/1

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दस्त क्रमांक ९८९० / २०१०
३७/४८

उ द
9228 IV

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वाडा

THE SUB REGISTRAR WADA
कार्यालय वाडा यांची मुद्रा
वि ठाणे
DIST THANE

THE SEAL OF THE SUB REGISTRAR WADA
दस्त निबंधक कार्यालय वाडा यांची मुद्रा
वि ठाणे
DIST THANE

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वडट	वडट
दस्त क्रमांक 9228/2009 IV	दस्त क्रमांक 9190/2090
चे 27/33 पावती क्रमांक 6860	खालील प्रमाणे फी घेतली 27/18

अ.क्र. 9228
सन २००९ चे माहे मे
२७ तारखेस 4 ते 5 चे दरम्यान वाडा चे
दुय्यम निबंधक यांचे कार्यालयात आणुन दिला.

रु. पै.

नोंदणी फी- २७००-००
(33) पाने फोलींग ६६०-००
अतिरीक्त मु.शु.फी. ----
एकुण फी ३३६०-००

दुय्यम निबंधक वाडा
लिहुन देणार

दुय्यम निबंधक वाडा

(1) श्री. गोपाळ मंगेश वाघ, वय५०
(2) श्री. लक्ष्मण मंगेश वाघ, वय४८
(3) रामु बाजु गोतारणे, वय३३
सर्व रा. शिरसपुर ता.वाडा जि.ठाणे
लिहुन घेणार

ओळख - खालील इसम असे निवेदन करितात की, ते दस्तऐवज करुन देणाऱ्या इसमास व्यक्तीश: ओळखतात व त्यांची ओळख पटवितात.

(1) बाळकृष्ण लोडू डुपारे, वय४५
(2) उंडा पुंजाराम डुपारे, वय५५
दोघे रा. शिरसपुर ता.वाडा जि. ठाणे.

(4) श्री. मिथिल बाबु कुमार, वय३५
रा. गणेशपुरी ता.शिवडी जि.ठाणे

दस्त ऐवज करुन देणार
तथाकथित अरबलाद्वय
दस्तऐवज करुन दिल्याचे कबुल करतात.

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे DIST THANE

(1)
(2)

दुय्यम निबंधक वाडा
दिनांक 16/2009

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे DIST THANE

ब ड ट
दस्त क्रमांक 9228/२००९ IV
२९/३३

ब ड ट
दस्त क्रमांक 9901/२०१०
३८/४८

275

(2)

(3)

N. Guitar

(4)

शिदोरीकार क्र. ४ व ५ यांचे कबुली जबाब करिता नोंदवली अधिनियम १९०८ कलम ३४. सुधार नोंदणी तालुका वाडा.

दुय्यम निबंधक वाडा

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा जि ठाणे DIST THANE

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा जि ठाणे DIST THANE

N. Guitar

साक्षीदार -७

276

India

MT/

वाडा

दस्त क्रमांक 9228/2006

183

राम सरावत जाधव

Age as on 1-.
1-1-94 रोजी वय

वाडा

दस्त क्रमांक 9190/2090

3218

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

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THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

खाक्षीदार ②

277

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वडट
दस्त क्रमांक 9228/2002 IV
29/12

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दस्त क्रमांक 9990/2090
80/87

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F THE SUB REGISTRAR WADA
धक कार्यालय वाडा यांची मुद्रा

THE SEAL OF THE SUB REGISTRAR WADA
मुख्य सिंधक कार्यालय वाडा यांची मुद्रा
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साक्षी

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hemes.
ाजनासाठी ओळखपत्र
आणता येईल.

THE SEAL OF THE SUB REGISTRAR WADA
मुख्य सिंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

278

वडट

दस्त क्रमांक 2281/2009 (IV)

पावती क्रमांक 32133

वडट

दस्त क्रमांक 2901/2009

रु. 8918

अ.क्र. 2288
सन २००९ चे माहे जुलै
२८ तारखेस 2 ते 3
दुय्यम निबंधक यांचे कार्यालयात ~~आणुन दिला~~
~~कुळी राजान वीडा~~

पावती क्रमांक
चे 32133 खालील प्रमाणे फी घेतली
रु.
नोंदणी फी-
( ) पाने फोलीग
अतिरीक्त मु.शु.फी.

एकुण फी

~~लिहुन देणार~~

(1) राजा गणपा वाघ, वय 33.

(2) रेणा चंदर जाडवी, वय 30

दोघे रा. विजयपूर वाडा जि. ठाणे.

दुय्यम निबंधक वाडा

ओळख – खालील इसम असे निवेदन करितात की, ते दस्तऐवज करुन देणाऱ्या इसमास व्यक्तीश: ओळखतात व त्यांची ओळख पटवितात.

(1) रविंद्र यशवंत जाधव, वय 40 रा. कोने ता. वाडा जि. ठाणे

(2) नरेश पांडुरंग डेगाणे, वय 38 रा. आगटआळी वाडा जि. ठाणे

E SUB REGISTRAR WADA कार्यालय वाडा यांची मुद्रा ठाणे THANE

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा जि. ठाणे DIST THANE

दस्त ऐवज करुन देणार
तथाकथित ~~लिहुन देणार~~
दस्तऐवज करुन दिल्याचे कबुल करतात.

(1) रविंद्र यशवंत जाधव

(2)

(1)

THE SEAL OF THE SUB REGISTRAR WADA दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा जि. ठाणे DIST

दुय्यम निबंधक वाडा
दि. 26/6/2009

वडट
दस्त क्रमांक 9228/2002 IV
33133

वडट
दस्त क्रमांक 9690/2090
82/ 8C

279

(2)

प्रमाणित करणेत येते कि या दस्तेएवजामध्ये

एकूण 33 पाने आहेत

मुख्य निबंधक वाडा

पुस्तक क्रमांक १ दि थे

9228 क्रमाकावर नोदले

मुख्य निबंधक वाडा

तारीख 2C माहे 10 सन २००२

E SUB REGISTRAR WADA
कार्यालय वाडा यांची मुद्रा
जि ठाणे
ST THANE

THE SEAL OF THE SUB REGISTRAR WADA
मुख्य निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

THE SEAL OF THE SUB REGISTRAR WADA
मुख्य निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

N. Sutar

280

वडट
दस्त क्रमांक ७९०/२७९०
४६ / ४८

-घोषणापत्र-

मी श्री.

याद्वारे घोषीत करतो की, श्री. निर्मला बाबू कुत्तार
दुय्यम निबंधक सो.वाडा.यांचे कार्यालयात चुक दुरुस्ती दस्त या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे.श्री. गोपाळ मैनू वाघ वकील यांनी दिनांक-२०.१.२०१९ रोजी मला दिलेल्या कुलमुखत्यारपत्राचे आधारे सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करुन कबुली जबाब दिला आहे.सदर कुलमुखत्यारपत्र लिहून देणार यांनी सदर कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे सदर कुलमुखत्यारपत्र रद्दबातल झालेले नाही.सदरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे.तसेच सदर मिळकत यापूर्वी कोणत्याही प्रकारे तबदील/गहाण/ दान/विक्री करुनाने दिलेली नाही. व सदरचे कुलमुखत्यारपत्र आतापर्यंत रद्द केलेले नाही.सदर कुलमुखत्यार पत्रावरुन केलेल्या सर्व व्यवहारांची संपूर्ण जबाबदारी माझी व्यक्तीशः असेल सदरचे कथन चुकीचे आढळून आल्यास,नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणिवआहे.

दिनांक- २१.९.१९

N. Sutar

कुलमुखत्यारपत्र धारिकाचे नांव व सही.

दस्तऐवजा सोबतचे कुलमुखत्यारपत्र मी वाचून समजून घेतले आहे. अखत्यारपत्र धारक यांना सदर अखत्यारपत्राचे आधारे चुक दुरुस्ती दस्त हा दस्तऐवज लिहून देण्याचे पूर्ण अधिकार व हक्क असल्याची माझी कायदेशीर खात्री झालेली आहे याअखत्याराचे आधारे होणाऱ्या दस्तऐवजाच्या परिणामाची जबाबदारी पुर्णपणे दस्तऐवज लिहून देणारे/अखत्यारी व दस्तऐवज लिहून घेणार यांचीच आहे. त्याचा दुय्यम निबंधक किंवा त्यांचे कार्यालय कर्मचारी यांचा काहीच संबंध असणार नाही.

सही

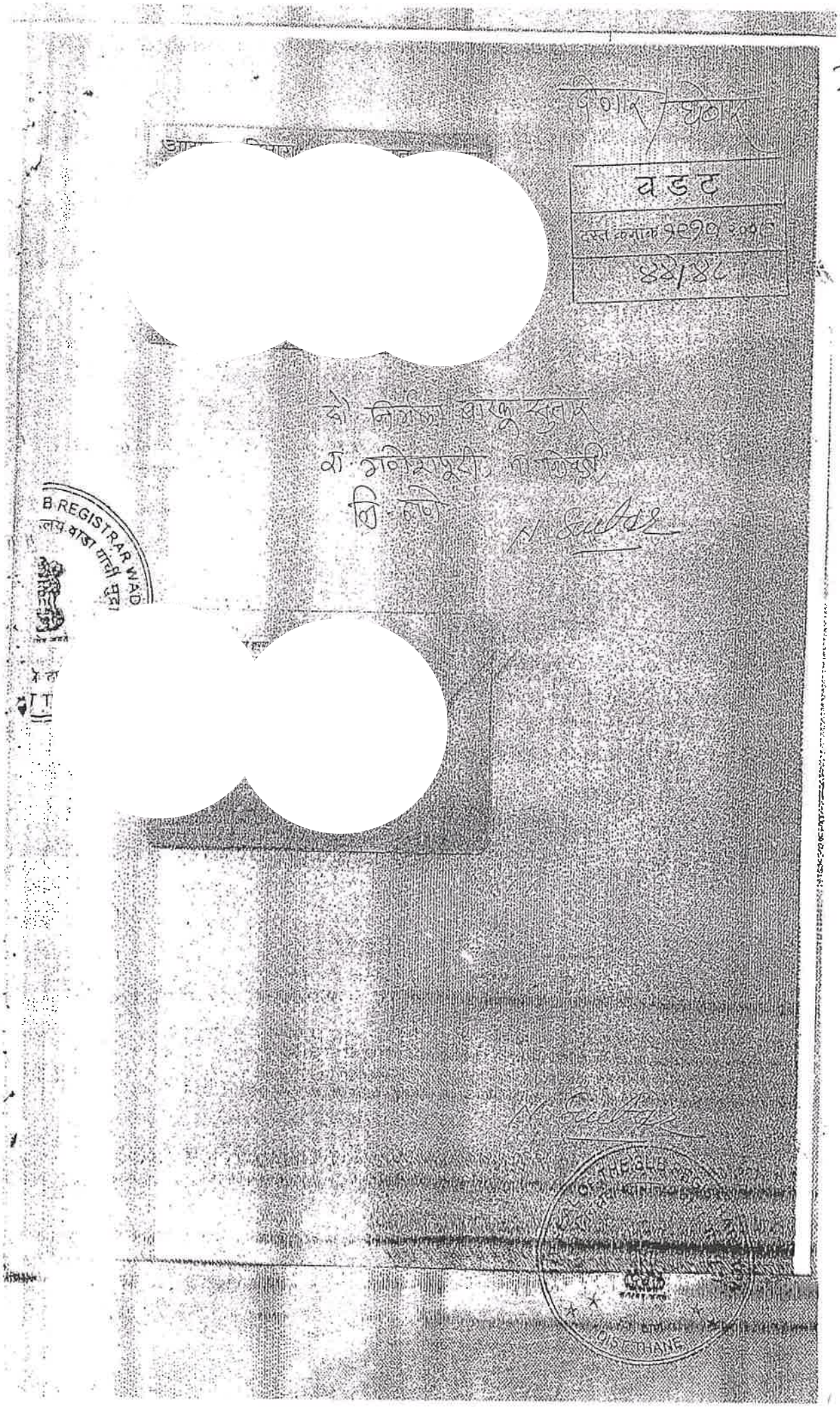
N. Sutar

SUB REGISTRAR WADA
कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

N. Sutar

281



साक्षीदार ७.282

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MT/

वडट
क्रमांक ९०/२०९०
२५/१८८

श्री. नरेश पांडुरंग डेगावे
रा. शेलटकळी, वाडा,
ता. वाडा, जि. ठाणे.

JB REGISTRAR WADA
दुय्यम निबंधक वाडा
ठाणे
DIST THANE

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THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

283

साक्षीदार (2)

MT/1
DUP.

वडट

दस्त क्रमांक १९१०/२०१०

४६/४८

प्रकाश आप्पा पवार
श्रीमती, वि-वज,
शि-ठाणे

SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
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THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
DIST THANE

वडट	पावती क्रमांक- ४८०
दस्त क्रमांक ९९०/२०९०	खालील प्रमाणे फी घेतली
वाडा चे ४७/४८	रु. पै. २५५

नोंदणी फी- ९००-००
(४८) पाने फोलींग ९६०-००
अतिरिक्त मु.शु.फी- ——
एकूण फी- २०६०-००

अ.क्र. ९९०
सन २०१० चे माहे सप्टेंबर चे
२१ तारखेस ५ ते ६ चेदरम्यान
दुय्यम निबंधक यांचे कार्यालयात आणून दिला.

N. Sutar

दुय्यम निबंधक वाडा
लिहून घेणार

दुय्यम निबंधक वाडा

(३) गोपाळ मंगेश वाघ, वय ५०
(२) लक्ष्मण मंगेश वाघ, वय ४८
(३) शालू बबन गोपाळे वय ४२
(४) राजा गणपत वाघ, वय ३२
(५) रेजना चंदर कामडी, वय ३०
सेवाचि उन अख्त्यारि म्हणा
सौ. निर्मिल जायकू कुमार, वय ३८
रा. गणेशपूरी ता. शिवंडी जि. ठाणे
लिहून घेणार

ओळख - खालील इसम असे निवेदन करितात कि, ते दस्तऐवज करुन देणाऱ्या इसमास व्यक्तिशः ओळखतात व त्यांची ओळख पटवितात.

(१) नरेश पांडुरंग डेंगाणे, वय ३१
रा. आगरआळी वाडा जि. ठाणे.
(२) प्रकाश आप्पा पवार, वय ४१
रा. कोने ता. वाडा जि. ठाणे

SUB REGISTRAR
दुय्यम निबंधक वाडा यांची मुद्रा
जि ठाणे
DIST THANE

सौ. निर्मिल जायकू कुमार
वय ३८ रा. गणेशपूरी
ता. शिवंडी जि. ठाणे

दस्तऐवज करुन देणार
तथाकथित ~~कबुलीजबाब~~
दस्तऐवज करुन दिल्याचे कबूल करतात

(१) (२)

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

(१) प्रकाश आप्पा पवार

Sutar

(२)

अखत्यारी

दुय्यम निबंधक वाडा
दि. २१/९/२०१०

सूची
दस्त क्रमांक १९९०/२०१०
४८ / ४८

285

(2)

N. Sutar

SUB REGISTRAR WADA
कार्यालय वाडा ठाणे
ठाणे
THANE

प्रमाणित करणेत येते कि या दस्तेएवजामध्ये
एकूण ४८ पाने आहेत

दुय्यम निबंधक वाडा

पुस्तक क्रमांक पहिले
१९९० क्रमाकावर नोंदले

दुय्यम निबंधक वाडा

तारीख २९ माहे ९ सन २०१०

THE SEAL OF THE SUB REGISTRAR WADA
दुय्यम निबंधक कार्यालय वाडा यांची मुद्रा
जि ठाणे
DIST THANE

286

दुय्यम निबंधक वाडा

दुय्यम निबंधक वाडा

सत्यप्रत

दुय्यम निबंधक वाडा

सदरहू नक्कल श्री. मुकेश कुमार कमलकांत चौधरी यांचा अर्ज क्रमांक ९३७/२०१२ अन्वये त्यांना दिली आहे

दुय्यम निबंधक वाडा

मी नक्कल केली
मी वाचली
मी रूजवात घेतली

287

•Receipt•

(V. V. Form No. 1) (Fin. R. Form No. 1) Gen. 113 me.

ORIGINAL COPY **(NOT TRANSFERABLE)**

RECEIPT FOR PAYMENT TO GOVERNMENT

Place Wada Date 30/07/2012 /

Received from Shri. Mukesh Kumar Kamalkant Chaudhari

Rs 545 + 130 = 675/- (Rupees Six Hundred & Seventy Five only) For Document Nos. 635/10, 1568/12, 1644/12 - *illegible*- 1664/12, 697/12, 375/11, 1811/11, 802/12, 2113/10 .

on account of 2114/10, 938/10, 1910/10

48 + 61 = 109

Cashier or Accountant

Sd/-
Sub-Registrar, Wada
Signature
(Designation)

288

|| Shri Swami Samarth ||

Receipt for Sale of Stamp Paper

Shri. Anand Manilal Ambavane

Stamp Vendor
At Post Tq. Wada, Dist. Thane – 421303
Receipt No. 308
Licence Number – 4/2000

Place of sale of Stamp Paper:	**Nandanvan Apartments, Gala No. 9, In Front of Tehsildar Office, Wada, Dist. Thane.**

To Shri. / Smt. Nirmala Barku Sutar R/o Ganeshpuri
Tq. Bhiwandi Dist. Thane Through

To Shri. / Smt. Naresh Dengane R/o Wada
Tq. Wada Dist. Thane With him, on 21/09/2010, Stamp Paper Sale according to our General Stamp Paper Sales Register, has been done.

Sr. No.	Stamp Paper Register Number	Value of Stamp Paper	Number of Stamp Papers	Total Amount in Rupees
1		10		
2		20		
3		50		
4	4042	100	1	100/-
5		500		
6		1000		
7		5000		
		Total	**1**	**100/-**

Rupees In Words: Hundred Rupees received in cash.

Place: Wada

Date of issuance of Receipt: 21/09/2010

Signature
Sd/-
(Shri. Anand Manilal Ambavane)
Stamp Paper Vendor – Wada
Tq. Wada, Dist. Thane.

-:Correction Deed:-

(General Stamp Rs. 100/-)

289

Correction Deed of the land property situated At Post Vijaypur, Tq. Wada, Dist. Thane.

Date:- On 21/09/2010

Correction Deed executed for:-

1) Shri. Gopal Mangesh Wagh,
   Age:- 50 years Occupation: - agriculture.
2) Shri. Laxman Mangesh Wagh,
   Age: - 48 years Occupation: - agriculture.
3) Shalu Babu Gotarane,
   Age: - 53 years Occupation: - agriculture.
4) Shri. Raja Ganpat Wagh,
   Age: - 33 years Occupation: - agriculture.
5) Ranjana Chander Katkari,
   Age: - 30 years Occupation: - agriculture.

All R/o Vijaypur, Tq. Wada, Dist. Thane.

Below at Sr. No. 6 power of attorney holder for above Sr. Nos. 1 to 5

6) Sau. Nirmala Barku Sutar
   Age: - 38 years Occupation:- housewife.
   R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane.

Correction Deed executed by:-

1) Sau. Nirmala Barku Sutar
   Age: - 38 years Occupation:- housewife.

R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane. 290

Do hereby execute Correction Deed that agricultural land property described in the schedule below, under our ownership & possession, in our name in the government records / documents has been registered vide Document No. 938/2010 on 26/04/2010 with the Sub-Registrar Wada. The said property is situated At Post Vijaypur, Tq. Wada, Dist. Thane. It has been described in the Schedule A below.

Such property Division & Zilla Parishad, Thane; Sub-Division, Javhar; Sub-Registrar Wada; Taluka & Panchayat Samiti, Wada; within the limits of Gram Panchayat Vijaypur/ Kone; situated At Post Vijaypur, Tq. Wada; the particulars of total property as described in the Schedule A –

Schedule A

(Registered Document)

Survey No.	Hissa No.	Area H. R. P.	Assessment Rs. Ps.
94	2 P	1 – 20 – 0	1 = 01

Total area 1 – 20 – 0 P.

The boundaries of the above-mentioned property are as follows:-

Towards East – land belonging to Shri. Balaram Kalu Dhule

Towards West – land belonging to Shri. Balaram Kalu Dhule

Towards South – land belonging to Shri. Naresh Thakre

Towards North – land belonging to Shri. Balaram Kalu Dhule

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The executed for and the executed by of the said property after taking the permission to sale of the concerned competent officer and tenancy law; after deciding to sale has executed Power of Attorney Document No. 1224 on 27/07/2009 in the office of the Sub-Registrar, Wada. Vide the said Power of Attorney the entire property 1 – 20 – 0 H R was agreed to be given . However the Competent Officer, Javhar gave permission for sale of 1 – 10 – 0 H R. And therefore whole registering the Sale Deed, it was necessary that 1 – 10 – 0 Hectare is registered out of 1 – 20 – 0 Hectare. However, while registering Document No. 938/2010, in the Schedule A at page no. 03, because of error of sight due to typographical error 1 – 20 – 0 Hectare has been entered. That entry is erroneous. In place of that, according to the permission for sale, sale are 1 – 10 – 0 Hectare such correction has been carried out free of cost. Its description is as described as in Schedule B.

The implementation of the said correction is to be done from 20/04/2010; and all the rest of the contents are correct.

Hence, area of the above-mentioned Correction Deed as described in Schedule B

(Corrected Document)

Schedule B

Survey No.	Hissa No.	Area H. R. P.	Assessment Rs. Ps.
94	2 P	1 – 20 – 0	1 = 01

From this sale area 1 – 10 – 0 H R P.

The boundaries of the above-mentioned property are as follows:-

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Towards East – land belonging to Shri. Balaram Kalu Dhule

Towards West – land belonging to Shri. Balaram Kalu Dhule

Towards South – land belonging to Shri. Naresh Thakre

Towards North – land belonging to Shri. Balaram Kalu Dhule

The area described in the said document has been changed; and the boundaries are correct; and the error committed is the inadvertent error out of typographical mistake. To correct the above error, do hereby execute the said Correction Deed by remaining personally present at the Respected Sub-Registrar, Wada. The above document has been executed free of cost.

This Correction Deed has been executed by me out of free will, volition and due diligence; and it is and will binding upon me and my heirs.

Witnesses –

1) Shri Gopal Mangesh Wagh
2) Shri. Laxman Mangesh Wagh
3) Shalu Babu Gotarane
4) Shri. Raja Ganpat Wagh
5) Ranjana Chander Katkari

   Below at Sr. No. 6 power of attorney holder for above Sr. Nos. 1 to 5
6) Sou. Nirmala Barku Sutar

(Executed for)

1) Sou. Nirmala Barku Sutar

(Executed by)

Old Survey No.: 217/2P

Village Form Seven

Record of Rights

[Rules 3, 5, 6 & 7 of Maharashtra Land Revenue Record of Rights & Entry Registers (Preparation & Maintenance) Rules, 1971]

Village:- Vijaypur

Taluka:- Wada

Survey Number	Sub-Division of Survey Number	Type of Occupancy
941	21 B	NSP

Local Name of the Agricultural Land

Cultivable Area	H	R	P
	Square Metre		
	1 -	20 -	0
Total	1 -	20 -	0
Pot Kharab (Uncultivable Area)			
Class (A)			
Class (B)			
Total	-	-	-
	Rupees		Paise
Assessment Judi or Special Assessment	1 -		01

Name of the Occupant

Gopal	Mangesh	Wagh	
Laxman	Mangesh	Wagh	
Shalu	Balu	Gotarane	
Raja	Ganpat	Wagh	
Ranjana	Chander	Katkari	
84	428	1554	1555
1647		1648	50
		258	

Account Number:

Name of the Tenant:

Other Rights:

Boundaries & Survey Marks:

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Village Extract Twelve

Record of Rights

[Rule 29 of Maharashtra Land Revenue Record of Rights & Entry Registers (Preparation & Maintenance) Rules, 1971]

Year	Season	Details of the area under Crops									Land not available for cultivation of Refined Crops		Mode of Irrigation	Name of the occupant	Remarks
		Area covered by Mixed Crops			Exclusive Crops and Area under each			Area covered by Refined Crops							
		Code Number of Composition	Irrigated	Non-Irrigated	Name of Crops	Irrigated	Non-Irrigated	Name of Crops	Irrigated	Non-Irrigated	Nature	Area			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
			H R Sq. M.	H R Sq. M.		H R Sq. M.	H R Sq. M.		H R Sq. M.	H R Sq. M.		H R Sq. M.			
								Rice Grass	1 -	20	- 0				

"True Copy as per Original"

Date:– 22/03/2010

Talathi Saza

Sd/-
Talathi Saza Kone
Tq. Wada, Dist. Thane

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Receipt No. 000107 Vijaypur Agricultural Land Regn. 39 m 295
-illegible- 500/-

Serial Number of the Document / Application (938/2010)

Date: 26/04/2010 Year 20

Type of the Document: Sale Deed Rs 270000/-

Name of the presenter: Nirmala Barku Sutar

Pages 61

Received Fees as under:-		Rs.	Ps.
Registration Fees	,,	100	00
Fees for Copy (Folio)	,,	1220	00
Fees for Page Copy	,,		
Postal Costs	,,		
Copies or Advertisement (Section 64 to 67)	,,		
Inspection or Observation	,,		
Fine under Section 25	,,		
Under Section 34	,,		
Certified Copies (Section 57) (Folio)	,,		
Other Fees (On previous page) Fact No.	,,		
,, ,,	,,		
,, ,,	,,		
,, ,,	,,		
,, ,,	,,	1320	00

Document Copy shall be prepared and be sent through registered post / be given in this office

Document shall be handed over to the person named below.

Sd/-
presenter

Receipt No. 000747 Vijaypur Agricultural Land Regn. 39 m 296
-illegible- 10800/-

Serial Number of the Document / Application (1224/2009)

Date: 27/07/2009 Year 20

Type of the Document: Akhatyaar-Patra Rs 270000/-

Name of the presenter: Nirmala Barku Sutar

Pages 33

Received Fees as under:-		Rs.	Ps.
Registration Fees	,,	2700	00
Fees for Copy (Folio)	,,	660	00
Fees for Page Copy	,,		
Postal Costs	,,		
Copies or Advertisement (Section 64 to 67)	,,		
Inspection or Observation	,,		
Fine under Section 25	,,		
Under Section 34	,,		
Certified Copies (Section 57) (Folio)	,,		
Other Fees (On previous page) Fact No.	,,		
,, ,,	,,		
,, ,,	,,		
,, ,,	,,		
,, ,,	,,	3360	00

Document / Copy shall be prepared and be sent through registered post / be given in this office

Document shall be handed over to the person named below.

Sd/-
presenter

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|| Shri Swami Samarth ||

Receipt for Sale of Stamp Paper

Shri. Nilesh Manilal Ambavane

Stamp Vendor

At Post Tq. Wada, Dist. Thane – 421303

Receipt No. 462

Licence Number – 051/2002

Place of sale of Stamp Paper:	**Nandanvan Apartments, Gala No. 9, In Front of Tehsildar Office, Wada, Dist. Thane.**

To Shri. / Smt. Nirmala Barku Sutar R/o Ganeshpuri Tq. Bhiwandi Dist. Thane Through

To Shri. / Smt. Jagdish Ubale R/o Wada Tq. Wada Dist. Thane With him, on 03/07/2009, Stamp Paper Sale according to our General Stamp Paper Sales Register, has been done.

Sr. No.	Stamp Paper Register Number	Value of Stamp Paper	Number of Stamp Papers	Total Amount in Rupees
1		10		
2		20		
3		50		
4		100		
5		500		
6	854, 855, 856, 857	1000	4	4000/-
7	858	5000	1	5000/-
		Total	**5**	**9000/-**

Rupees In Words: Nine Thousand Rupees received in cash.

Place: Wada

Date of issuance of Receipt: 03/07/2009

Signature
Sd/-
(Shri. Nilesh Manilal Ambavane)
Stamp Paper Vendor – Wada
Tq. Wada, Dist. Thane.

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|| Shri Swami Samarth ||

Receipt for Sale of Stamp Paper

Shri. Nilesh Manilal Ambavane

Stamp Vendor
At Post Tq. Wada, Dist. Thane – 421303
Receipt No. 463
Licence Number – 051/2002

Place of sale of Stamp Paper:	**Nandanvan Apartments, Gala No. 9, In Front of Tehsildar Office, Wada, Dist. Thane.**

To Shri. / ~~Smt.~~ Gopal Mangesh Wagh R/o Vijaypur
Tq. Wadi Dist. Thane Through

To Shri. / Smt. Hema Sambare R/o Wada
Tq. Wada Dist. Thane With him, on 03/07/2009, Stamp Paper Sale according to our General Stamp Paper Sales Register, has been done.

Sr. No.	Stamp Paper Register Number	Value of Stamp Paper	Number of Stamp Papers	Total Amount in Rupees
1	-	10	-	-
2	-	20	-	-
3	-	50	-	-
4	859, 860, 861	100	3	300/-
5	862	500	1	500/-
6	863	1000	1	1000/-
7	-	5000	-	-
	-	**Total**	-	**1800/-**

Rupees In Words: One Thousand Eight Hundred Rupees received in cash.

Place: Wada

Date of issuance of Receipt: 03/07/2009

Signature
Sd/-
(Shri. Nilesh Manilal Ambavane)
Stamp Paper Vendor – Wada
Tq. Wada, Dist. Thane.

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-:Irrevocable General Power of Attorney:-

Power of Attorney which can never be revoked

Market Valuation Rs. 2,70,000/- **(General Stamp Rs. 10,800/-)**

Executed by:-

1) Shri. Gopal Mangesh Wagh,
   Age:- 50 years Occupation: - agriculture.
2) Shri. Laxman Mangesh Wagh,
   Age: - 48 years Occupation: - agriculture.
3) Shalu Babu Gotarane,
   Age: - 53 years Occupation: - agriculture.
4) Shri. Raja Ganpat Wagh,
   Age: - 33 years Occupation: - agriculture.
5) Ranjana Chander Katkari,
   Age: - 30 years Occupation: - agriculture.

All R/o Vijaypur, Tq. Wada, Dist. Thane.

Executed in favour of:-

1) Sau. Nirmala Barku Sutar
   Age: - 38 years Occupation:- housewife.
   R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane.

Do hereby execute General Power of attorney that, the land described below, under our ownership & possession, in our name in the government records / documents is situated At Post Vijaypur, Tq. Wada, Dist. Thane.

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Description Of The Property

Survey No.	Hissa No.	Area H. R. P.	Assessment Rs. Ps.
94	2 P	1 – 20 – 0	1 = 01

Total area 1 – 20 – 0 P.

The boundaries of the above-mentioned property are as follows:-

Towards East – land belonging to Shri. Balaram Kalu Bhoir

Towards West – land belonging to Shri. Balaram Kalu Bhoir

Towards South – land belonging to Shri. Naresh Thakre

Towards North – land belonging to Shri. Balaram Kalu Bhoir

The above-mentioned land is under our ownership & possession, in our name in the government records / documents. It is not possible for us to conduct all the work about the above-mentioned land, such as to remain present at various places, in various offices personally, due to our workload. Therefore, we hereby transfer all our powers to carry out all the work as under with respect to the above-mentioned land; to you (executed for) as our Power of Attorney Holder.

To look after the above-mentioned land, fencing, levelling the land; and arrange for water, power (electricity) supply, to erect construction on the land, for that purpose seek the necessary permissions, to file applications for that and put signature/s on our behalf, erect construction, to file application in the concerned office, to seek the sale of above-mentioned land, to prepare affidavit/s and put signature/s on our behalf thereupon, to remain present personally in the office and to file statement/s in all those

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offices before all those officers and put signature/s for that on our behalf.

For the purpose of permission to sale of the above-mentioned land, fulfil all those documents that are necessary, to obtain the documents, to file application for that, to put signatures on our behalf for that, to obtain the permission for sale of the above-mentioned land (you) shall remain present in the concerned offices; and after remaining present in those concerned offices to put signatures on our behalf, to obtain permission for sale and to implement that.

If any disputed is raised with respect to the above-mentioned land, to handle the court (matter/s), to remain present personally in the court on our behalf, to submit the statement/s; and to file affidavit and to put signature/s on our behalf, to appoint advocate, to put signature/s on Vakalatnama, to compromise (matter/s); and to perform all those work/s with respect to the court (matter/s) on our behalf; and to put signatures on our behalf. To conduct cases with respect to the said land in the court/s of Tehsildar, Prant Officer; and to submit application/s, to submit affidavit/s on our behalf; and to put signature/s thereupon on our behalf with respect to that.

With respect to the above-mentioned land, to carry out the necessary work/s, according to the provisions of Town Planning, DILR, TILR and Land Revenue Department, Acquisition Department, Rehabilitation Department, etc departments; and to put signature/s for that, on our behalf. With respect to the above-mentioned land, if certain permission/s or document/s are to be obtained from Respected Talathi, Respected Tehsildar, Respected

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Circle Officer, Respected District Collector, Respected Additional District Collector, Respected Revenue Commissioner, Respected Revenue Department Mantralaya; to submit application/s, affidavit/s there and to put signature/s thereupon, on our behalf.

To obtain documents from the concerned offices, to submit the documents, to fulfil the documents, to obtain the necessary documents from the government as well as semi-government offices, Forest case, Section 35 of the Tenancy Act, permissions of Sections 36 & 36 A of the Maharashtra Land Revenue Code, 1966 and according to other provisions; to obtain the necessary permissions. After obtaining the said permissions, the executed in favour of (executed by) shall purchase the said land.

After obtaining permissions under the section 43 of the Tenancy Act and Sections 36 & 36 A of the Forest Lands Act; to execute transaction for sale of the above-mentioned land, to execute agreement for sale and to put signatures thereupon, on our behalf and to accept the advanced amounts, to complete the transaction of sale. To purchase the stamp papers necessary for permanent sale deed, recognition deed, error correction deed, partition deed, relinquishment deed, and all other types of delete; of the above-mentioned land. After obtaining permissions under the Section 43 of the Tenancy Act and Sections 36 & 36 A of the Forest Lands Act; to execute the permanent sale deed of the above-mentioned land, to put signatures with the Sub-Registrar, Wada; to prepare application for that and to put signatures there rain on our behalf, to purchase stamp papers by depositing the amount, to execute the permanent sale deed of the above-mentioned land, partition deed of the above-mentioned land, error correction deed, correction

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deed, to execute relinquishment deed, execute the permanent sale deed / sale deeds, recognition deed, error correction deed, partition deed, correction deed, relinquishment deed as well as all other types of documents; to put signatures on our behalf (on these).

For registration of permanent sale deed, recognition deed, error correction deed, partition deed, correction deed, relinquishment deed and all other types of documents of the above-mentioned land; to submit all the and sale deed in the office of the sub-registrar.

And to put signatures thereupon, on our behalf, the submit admittance statements, to accept the amounts of value of land, cheque; and to put signatures on our behalf, on all those places where are signatures are necessary. The executed for is the adivasi account holder. To submit statements, to put signatures on the mutation notices on our behalf and all other works for transfer of the above-mentioned land in the name of the purchaser; and to complete the transaction for sale of the above-mentioned land.

All the above-mentioned work with respect to the above-mentioned land, carried out by you on our behalf, shall be deemed to have been carried out by us; and it shall be recognised by us & binding on us and our legal hairs. All the work as above, shall be deemed to be carried out by us.

We shall have no complaint with respect to that, at any place or any point of time. Furthermore, our legal heirs also shall never revoke this Irrevocable General Power of Attorney. Also we submit in writing on oath that, we have not reserved such rights with us or our legal hairs. The executed by being illiterate, all the

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contents in the documents have been read over and explain to him. Signed by the P. P. Kone.

We are aware that, in case the above-mentioned information is found to be false, we shall be liable for punishment according to the provisions in Sections 199, 200 & 193 (02). For the truthfulness of the above-mentioned information, we have put our signatures thereupon, before you.

Identification

1) Sd/- Shri. Balkrishna Lodu Dupare, Police Patil, Kone.
2) Sd/- Tukaram Dundu Dupare

1) THUMB IMPRESSION PHOTOGRAPH
Shri. Gopal Mangesh Wagh.
2) THUMB IMPRESSION PHOTOGRAPH
Shri. Laxman Mangesh Wagh.
3) THUMB IMPRESSION PHOTOGRAPH
Shalu Babu Gotarane.
4) THUMB IMPRESSION PHOTOGRAPH
Shri. Raja Ganpat Wagh.
5) THUMB IMPRESSION PHOTOGRAPH
Ranjana Chander Katkari.

(Executed By)

All the thumb impressions have been affixed before Shri. Balkrishna Lodu Dupare, Police Patil, Kone.

Sd/-
Police Patil, Kone.

1) THUMB IMPRESSION PHOTOGRAPH
Sau. Nirmala Barku Sutar.

(Executed For)

Village Form Seven

Record of Rights

[Rules 3, 5, 6 & 7 of Maharashtra Land Revenue Record of Rights & Entry Registers (Preparation & Maintenance) Rules, 1971]

Old Survey No.:- 217 P Village:- Vijaypur Taluka:- Wada District:- Thane

Survey Number	Sub-Division of Survey Number	Type of Occupancy
941	2P	NSP

Local Name of the Agricultural Land

Cultivable Area	H	R	P
	Square Metre		
	1 -	20 -	0
Total	1 -	20 -	0
Pot Kharab (Uncultivable Area)			
Class (A)			
Class (B)			
Total	-	-	-
	Rupees		Paise
Assessment Judi or Special Assessment	1 -		01

Name of the Occupant

Gopal Mangesh Wagh
Laxman Mangesh Wagh
Shalu Balu Gotarane
Raja Ganpat Wagh
Ranjana Chander Katkari
84 428 1554 1555
1647 1648 50 258

Account Number:

Name of the Tenant:

Other Rights: 41, 105, 1648

Boundaries & Survey Marks:

M. No. 258 pending for approval

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Village Extract Twelve

Record of Rights

[Rule 29 of Maharashtra Land Revenue Record of Rights & Entry Registers (Preparation & Maintenance) Rules, 1971]

Year	Season	Details of the area under Crops									Land not available for cultivation of Refined Crops		Mode of Irrigation	Name of the occupant	Remarks
		Area covered by Mixed Crops			Exclusive Crops and Area under each			Area covered by Refined Crops							
		Code Number of Composition	Irrigated	Non-Irrigated	Name of Crops	Irrigated	Non-Irrigated	Name of Crops	Irrigated	Non-Irrigated	Nature	Area			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
			H R Sq. M.	H R Sq. M.		H R Sq. M.	H R Sq. M.		H R Sq. M.	H R Sq. M.		H R Sq. M.			
2008 2009															

"True Copy as per Original"

Date:– 22/05/2009

Sd/-
Talathi Saza
-illegible-

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Village Form Seven

Record of Rights

[Rules 3, 5, 6 & 7 of Maharashtra Land Revenue Record of Rights & Entry Registers (Preparation & Maintenance) Rules, 1971]

Old Survey No.:- -- Village:- Nimbavali Taluka:- Wada District:- Thane

Survey Number	Sub-Division of Survey Number	Type of Occupancy
23|	7P	-

Local Name of the Agricultural Land

Cultivable Area	H	R	P
	Square Metre		
	0 -	25 -	0
Total	0 -	25 -	0
Pot Kharab (Uncultivable Area)			
Class (A)			
Class (B)			
Total	-	-	-
	Rupees		Paise
Assessment Judi or Special Assessment	0		24

Name of the Occupant

Tai	Barku	Sutar (121)
Nirmala	Barku	Sutar
Kashinath	Barku	Sutar
Krishna	Barku	Sutar
Eknath	Barku	Sutar
		(142)

Account Number:

Name of the Tenant:

Other Rights: Seema Sadanand Madavi *(-illegible-)*

Boundaries & Survey Marks:

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Village Extract Twelve

Record of Rights

[Rule 29 of Maharashtra Land Revenue Record of Rights & Entry Registers (Preparation & Maintenance) Rules, 1971]

Year	Season	Details of the area under Crops									Land not available for cultivation of Refined Crops		Mode of Irrigation	Name of the occupant	Remarks
		Area covered by Mixed Crops			Exclusive Crops and Area under each			Area covered by Refined Crops							
		Code Number of Composition	Irrigated	Non-Irrigated	Name of Crops	Irrigated	Non-Irrigated	Name of Crops	Irrigated	Non-Irrigated	Nature	Area			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
			H R Sq. M.	H R Sq. M.		H R Sq. M.	H R Sq. M.		H R Sq. M.	H R Sq. M.		H R Sq. M.			
2008 2009								Rice	0 -	25	- 0				

"True Copy as per Original"

Date:– 13/05/2009

Sd/-
Talathi Saza
-illegible-

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Maharashtra State Gaon-Kamgar Police Patil

Shri. B. L. Dupare
Police Patil – Kone (Vijapur)
At Post Vijapur (Kone), Tq. Wada, Dist. Thane.

JA. KR. Date: 20/07/2009

Certificate

It is hereby certified by the Police Patil – Kone that, Gopal Mangesh Wagh, R/o Vijapur (Kone), Tq. Wada, Dist. Thane; is the permanent resident within the limits of the Gram-Panchayat Kone. And by caste, he belong to the Hindu Katkari community, I know him fully well. Hence, the said certificate.

Sd/-
Shri. B. L. Dupare
Police Patil – Kone (Vijapur)
At Post Vijapur (Kone), Tq. Wada,
Dist. Thane 421303.

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Maharashtra State Gaon-Kamgar Police Patil

Shri. B. L. Dupare
Police Patil – Kone (Vijapur)
At Post Vijapur (Kone), Tq. Wada, Dist. Thane.

JA. KR. Date: 20/07/2009

Certificate

It is hereby certified by the Police Patil – Kone that, Laxman Mangesh Wagh, R/o Vijapur (Kone), Tq. Wada, Dist. Thane; is the permanent resident within the limits of the Gram-Panchayat Kone. And by caste, he belong to the Hindu Katkari community, I know him fully well. Hence, the said certificate.

Sd/-
Shri. B. L. Dupare
Police Patil – Kone (Vijapur)
At Post Vijapur (Kone), Tq. Wada,
Dist. Thane 421303.

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Maharashtra State Gaon-Kamgar Police Patil

Shri. B. L. Dupare
Police Patil – Kone (Vijapur)
At Post Vijapur (Kone), Tq. Wada, Dist. Thane.

JA. KR. Date: 20/07/2009

Certificate

It is hereby certified by the Police Patil – Kone that, Smt Shalu Babu Gotarane, R/o Vijapur (Kone), Tq. Wada, Dist. Thane; is the permanent resident within the limits of the Gram-Panchayat Kone. And by caste, he belong to the Hindu Katkari community, I know him fully well. Hence, the said certificate.

Sd/-
Shri. B. L. Dupare
Police Patil – Kone (Vijapur)
At Post Vijapur (Kone), Tq. Wada,
Dist. Thane 421303.

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Maharashtra State Gaon-Kamgar Police Patil

Shri. B. L. Dupare
Police Patil – Kone (Vijapur)
At Post Vijapur (Kone), Tq. Wada, Dist. Thane.

JA. KR. Date: 20/07/2009

Certificate

It is hereby certified by the Police Patil – Kone that, Raja Ganpat Wagh, R/o Vijapur (Kone), Tq. Wada, Dist. Thane; is the permanent resident within the limits of the Gram-Panchayat Kone. And by caste, he belong to the Hindu Katkari community, I know him fully well. Hence, the said certificate.

Sd/-
Shri. B. L. Dupare
Police Patil – Kone (Vijapur)
At Post Vijapur (Kone), Tq. Wada,
Dist. Thane 421303.

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Maharashtra State Gaon-Kamgar Police Patil

Shri. B. L. Dupare
Police Patil – Kone (Vijapur)
At Post Vijapur (Kone), Tq. Wada, Dist. Thane.

JA. KR. Date: 20/07/2009

Certificate

It is hereby certified by the Police Patil – Kone that, Smt Ranjana Chander Katkari, R/o Vijapur (Kone), Tq. Wada, Dist. Thane; is the permanent resident within the limits of the Gram-Panchayat Kone. And by caste, he belong to the Hindu Katkari community, I know him fully well. Hence, the said certificate.

Sd/-
Shri. B. L. Dupare
Police Patil – Kone (Vijapur)
At Post Vijapur (Kone), Tq. Wada,
Dist. Thane 421303.

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The Thane District Central Cooperative Bank

Rules of the Savings Bank Account

1. 3.5% interest shall be given on the minimum balance that is maintained from the 10th of each month till the end of the month. Accounting of interest shall be done every six months, and it shall be added to the account; however the assessment of the interest shall be done till the months of February, August. Any amount can be maintained in this account. Half yearly interest shall be given only if it is assessed at least Rs 10/-.

2. Any person can open the savings account in his name.

3. Accounts in the nature like, opening of account in names of more than one persons, and allowing anyone or some persons to withdraw amount in absence of the one, by the other or others; shall be allowed (/permissible). Parents can open account in the name/s of minor/s. Account in the name of any trustee can be opened.

4. No new account can be opened without depositing minimum of Rs 100/-. In the savings account, minimum balance of Rs 100/- shall be maintained till the account is in operation.

5. The amount to be deposited in the account shall be minimum of Rupee One, each time. Amount lower than the whole Rupee, shall not be accepted.

315

6. At times, cheques, promissory notes, dividend warrants, pension bills shall be accepted, for depositing by recovery, in special account holders.

7. The individual interested in opening the new account shall provide, ones' full name, occupation & address; in the application for opening of account; and signature of the person known to the bank shall be obtained thereupon. The applicant shall give in writing, at the time of submitting an application that, the Rules enacted by the Bank for the savings' account have been read by applicant and I agree to abide by those. If the applicant is illiterate, he shall remain personally present in the Bank, and put his mark on the place of signature, before one witness.

8. With respect to the first passbook provided, if one is overfilled and other needed to be provided, no charge shall be levied for that. However, if the passbook of any account holder is lost, then Rs 25 shall be charged towards the price of the new passbook.

9. While depositing and withdrawing the amount in the savings account, passbook shall be sent in the Bank each time. The savings' account holder shall, while depositing the amount each time and immediately at the time of withdrawal, or as soon as possible, shall send the passbook in the Bank.

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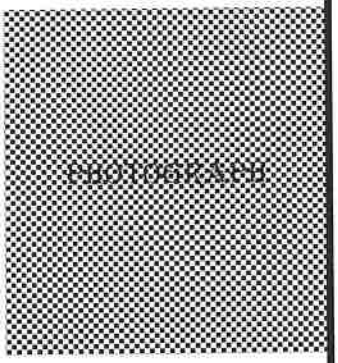
Government of Maharashtra

– Police Patil –



Name : Balkrishna Lodu Dupare

Village : Duparepada **Age** : 35

Tq. : Wada **Dist.** : Thane

-illegible-

Sd/-
Signature of the Holder

Sub-Divisional Officer, Javhar
Tq. Javhar, Dist. Thane.

* Non-Transferable *

1) This identity card shall be preserved. 2) misuse of this identity-card shall lead to the disciplinary action. 3) if lost, the concerned officer shall immediately be informed. In case of retirement or resignation of government service, this identity-card shall be returned. 5) If this identity-card is found, please deposit this in the office of the Sub-Divisional Officer, Javhar, Dist. Thane.

Date of issuance of the identity-card	19/04/2004
Date of renewal	~~31/12012~~

ELECTION COMMISSION OF INDIA
IDENTITY CARD

MT/11/065/243111

PHOTO

Elector's Name: Dupare Dundu
Father's Name: Tukaram
Sex: M
Age as on 1/1/1994: 38
Address: 23 Kone, Dupare Wada.

Sd/-
Electoral Registration Officer
For 065-Shahapur (S. T.) Assembly Constituency

Place: Shahapur
Date: 20/12/1994

This card may be used as an Identity Card under different Government Schemes

Shri. Tukaram Dundu Dupare
At Post Duparepada, Tq. Wad, (Vijaypur)
Dist. Thane

Sd/- Dupare

317

Sr. No. 1224

Year 2009 Month July

On Date 27th in between 4 to 5

Was brought in the office of the Sub-Registrar

Sd/-
Sub-Registrar, Wada.

Executed by:-

1) Shri. Gopal Mangesh Wagh, Age 50.
2) Shri Laxman Mangesh Wagh, Age 48.
3) Shalu Babu Gotarane, Age 53.

All Three R/o Vijaypur, Tq. Wada, Dist. Thane.

Executed in for:-

4) Sau. Nirmala Barku Sutar, Age 38.

R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane.

Executed by of the Document admit to have executed the so called Akhatyaar-Patra.

1) PHOTO THUMB IMPRESSION
2) PHOTO THUMB IMPRESSION
3) PHOTO THUMB IMPRESSION
4) PHOTO THUMB IMPRESSION

For the admission statement of Executed by Nos. 4 & 5, Registration temporarily postponed according to Section 34 of the Registration Act, 1908.

Sd/-
Sub-Registrar, Wada.

Receipt Number 747

Fees collected as follows

Rs.	Ps.
Registration Fees-	2700-00
(33) pages folio-	660-00
Additional MSF-	-------
Tota Fees-	3360-00

Sd/-
Sub-Registrar, Wada.

Identification:- Persons below do hereby state that, they personally know the person/s executing the document, and identify them.

1) Balkrishna Lodu Dupare, Age 45.
2) Dundu Tukaram Dupare, Age 55.

R/o Vijaypur, Tq. Wada, Dist. Thane.

1) PHOTO THUMB IMPRESSION
2) PHOTO THUMB IMPRESSION

318

ELECTION COMMISSION OF INDIA

IDENTITY CARD

MT/11/066/240281

PHOTO

Elector's Name: Jadhav Ravindra
Father's Name: Yashwant
Sex: M
Age as on 1/1/1994: 26
Address: 12 Kona, Wada.

Sd/-
Electoral Registration Officer
For 065-Shahapur (S. T.) Assembly Constituency

Place: Shahapur
Date: 20/12/1994

This card may be used as an Identity Card under different Government Schemes

ELECTION COMMISSION OF INDIA

IDENTITY CARD

MT/11/059/133285

PHOTO

Elector's Name: Dengane Naresh
Father's Name: Pandurang
Sex: M
Age as on 1/1/1994: 23
Address: 7/194/2, Agarali, Tq. Wada.

Sd/-
Electoral Registration Officer
For 059-Wada (S. T.) Assembly Constituency

Place: Wada
Date: 20/11/1994

This card may be used as an Identity Card under different Government Schemes

319

Sr. No. 1224

Year 2009 Month July

On Date 27th in between 2 to 3

Was brought in the office of the Sub-Registrar

Admission Statement given.

Sd/-
Sub-Registrar, Wada.

Executed by:-

1) Shri. Raja Ganpat Wagh, Age 33.
2) Shri Ranjana Chander Katkari, Age 30
Both R/o Vijaypur, Tq. Wada, Dist. Thane.

Executed by of the Document admit to have executed the so called Akhatyaar-Patra.

1) PHOTO THUMB IMPRESSION

2) PHOTO THUMB IMPRESSION

For the statement of Executed by Nos. 4 & 5, Registration temporarily postponed according to Section 34 of the Registration Act, 1908.

Sd/-
Sub-Registrar, Wada.

Receipt Number

Fees collected as follows

Rs. Ps.

Registration Fees-

( ) pages folio-

Additional MSF-

Tota Fees-

Sd/-
Sub-Registrar, Wada.

Identification:- Persons below do hereby state that, they personally know the person/s executing the document, and identify them.

1) Ravindra Yashwant Jadhav, Age 40, R/o Kone, Tq. Wada, Dist. Thane.
2) Naresh Pandurang Dengane, Age 36, R/o Agarali, Tq. Wada, Dist. Thane.

1) PHOTO THUMB IMPRESSION

2) PHOTO THUMB IMPRESSION

It is certified that there are total 33 pages in this Document.
Sd/-
Sub-Registrar, Wada.

Registered on Book Number -*illegible*- 1224
Sd/-
Sub-Registrar, Wada.
Date 28th, Month 7, Year 2009

– Declaration –

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I Shri.

Sau. Nirmala Barku Sutar through hereby declare that, Document titled as Correction Deed has been submitted for registration, in the office of the Sub-Registrar, Wada. On the basis of the Power of Attorney dated 27/07/2009, executed by Shri. Gopal Mangesh Wagh, the said Document has been submitted for registration / has submitted admittance statement after execution. The said executor of the Power of Attorney has not revoked the said Power of Attorney; nor has any of the persons who executed Power of Attorney has died; nor has the said Power of Attorney has been revoked for any reason/s. the said Power of Attorney is completely valid, and I am entirely competent to perform the act/s as above-mentioned. Furthermore, the said property has not been, here-in-before, by way of transferred / mortgaged / gifted / transferred by agreement for sale. And the said Power of Attorney has not been revoked until now. The responsibility of all the transactions on the basis of Power of Attorney, shall lie on me, personally. I am aware that, in case the said statement/s is / are found to be incorrect, I shall be liable for punishment according to Section 82 of The Registration Act, 1908.

Date:– 29/09/2010

Sd/-
Name & signature of the
Power of Attorney Holder.

I have read & understood The Power of Attorney along-with the Document. I am legally satisfied that The Holder of the Akhatyaar-

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Patra has complete power/s & right/s, on the basis of the said Akhatyaar-Patra, to execute the Document of Correction Deed. The entire responsibility of the consequences of the document/s, on the basis of this Akhatyaar, shall fully lie upon the executed by of the document / executed for of the Akhatyaar & document. That shall have no concern what-so-ever with the Sub-Registrar or his Office Staff.

Signature
Sd/-

322

ELECTION COMMISSION OF INDIA

IDENTITY CARD

MT/11/059/133285

PHOTO

Elector's Name: Dengane Naresh
Father's Name: Pandurang
Sex: M
Age as on 1/1/1994: 23
Address: 7/194/2, Agarali, Tq. Wada.

Sd/-
Electoral Registration Officer
For 059-Wada (S. T.) Assembly Constituency

Place: Wada
Date: 20/11/1994

This card may be used as an Identity Card under different Government Schemes

ELECTION COMMISSION OF INDIA

IDENTITY CARD

MT/11/065/0240363

PHOTO

Elector's Name: Prakash Anna Pawar
Father's Name: Anna Pawar
Sex: M
Age as on 1/1/2008: 40
Address: 227, Kona Gavthan, Kona.

Village: Kone
Taluka: Wada
District: Thane

Sd/-
Electoral Registration Officer
65-Shahapur (S. T.) Assembly Constituency

Place: Wada
Date: 24/03/2008

This card may be used as an Identity Card under different Government Schemes

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Sr. No. 1910

Year 2010 Month September

On Date 21st in between 5 to 6

Was brought in the office of the Sub-Registrar

Admission Statement given.

Sd/-
Sub-Registrar, Wada.

Executed by:-

1) Shri. Gopal Mangesh Wagh, Age 50.
2) Shri Laxman Mangesh Wagh, Age 48.
3) Shalu Babu Gotarane, Age 53.
4) Shri. Raja Ganpat Wagh, Age 33.
5) Ranjana Chander Katkari, Age 30.
6) Power of attorney Holder for all
   Sau. Nirmala Barku Sutar, Age 38.
   R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane.

Executed in favour of:-

1) Sau. Nirmala Barku Sutar, Age 38.
   R/o Ganeshpuri, Tq. Bhiwandi, Dist. Thane.

Executed by of the Document admit to have executed the so called Correction Deed.

1) PHOTO THUMB IMPRESSION
2) PHOTO THUMB IMPRESSION

Receipt Number 480

Fees collected as follows

	Rs.	Ps.
Registration Fees-		100-00
(48) pages folio		960-00
Additional MSF-		
Tota Fees-		

Sd/-
Sub-Registrar, Wada.

Identification:- Persons below do hereby state that, they personally know the person/s executing the document, and identify them.

1) Naresh Pandurang Dengane, Age --,
   R/o Agarali, Tq. Wada, Dist. Thane.
2) Prakash Appa Pawar, Age --,
   R/o Kone, Tq. Wada, Dist. Thane.

1) PHOTO THUMB IMPRESSION
2) PHOTO THUMB IMPRESSION

It is certified that there are total 48 pages in this Document.
Sd/-
Sub-Registrar, Wada.

Registered on Book Number First 1910
Sd/-
Sub-Registrar, Wada.
Date 21st, Month 9, Year 2010

True Copy
Sd/-
Sub-Registrar, Wada.

I have made copy
I have read
I got it introduced

The said copy Shri. Mukeshkumar Kamalkant Chaudhari
Vide Application Number 137/2012
Has been given.
Sd/-
Sub-Registrar, Wada.

(T.C.)

ANNEXURE R3/6

No. NAP/IND/SANAD/SR/KAWI- /2009 324

OFFICE OF THE THASILDAR WADA

DATE 30/6/2010

SUHEDULE VI B

(See Rule 11 C)

From of Sanad to be granted to the holder land

Whereas the holder M/s Grasim Industries Ltd of land bearing Gut No – 95/3/1, 95/4, 95/5, 95/6, 95/7, 94/1, 94/2A village vijapur and 61/1, 61/2A, of village chikhale Tal, Wada, Dist Thane total area admeasuring (86490-00)Sq Mtrs. approx of village vijapur & chikhale. Tal, Wada Dist Thane has intimated commencement of use of land for bonafide Industrial purpose and furnished other information under the provision of Section 44A of the Maharashtra land Revenue code 1966.

AND WHEREAS, it has been stated by him that he has satisfied himself in a bonafied manner about applicability and the fulfillment of the condition specified in sub – section (1) of the said section.

AND WHEREAS, the above mentioned intimated and information are true to the best of him knowledge and belief.

AND WHEREAS on verification it is found that the holder of the land aforesaid fulfills all the conditions specified in sub-section (1) of the said section 44A.

Now this is to certify that this SAND is granted to the holder of land aforesaid subject to the provisions of the said code and the rule made there under the following conditions namely.

5. Assessment: The holder of said land of approximately ( )Sq. Mtrs. Shall pay to the Government on the day 1st August of each year and assessment of Rs.....during the guaranteed period expiring on the 31st July and on expiry of such guaranteed period the holder of the land shall pay such revised assessment as I may form time to time be fixed by the collector under the said code.

6. The holder of the land shall pay to the Government the amount of conversion tax if any leviable under section 47 of the said code.

7. The holder of the said land shall pay all taxes rates and assess leviable on the said land.

8. If the holder of the land contravenes any of the foregoing conditions, the collector may without prejudice to any other penalty to which the user may be liable under the provision of the code and the rules made there under continue the said land in the occupation of holder

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on payment of such assessment and subject to subject to sub-section (2) of section 329 such fine as he may consider appropriate.

5 All conditions in Assistant Director of Town planning There Letter No. Bishep..... Date:- / / 2010 of building construction and other are binding to the land holder.

In witness where of the Additional Collector of Thane Head Quarter Jawhar hereunto set hand and the seal of his office on behalf of the Governor of Maharashtra and applicant has also hereunto set his hand this.....day of..... 2010

Grasim Industries Ltd.
Cement Business

The Approved plan in attached with his sanad.

For M/s Grasim Industries Ltd.
Authorised Signatory

मंडळ अधिकारी
Circle Officer
मांडवा.ता.वाडा
Counter Singed by

TAHSILDAR WADA
तहसीलदार वाडा

Signature of Add. Collector
JAHWHAR

SEAL OF CPLLECTOR
(H. Q. JAWHAR)

6) Copy of M/s GRASIM INDUSTRIES LTD of village VIJAYPUR &CHIKHALE Tal. WADA Dist THANE.
7) Copy to Tahasilder Office WADA Tal. Wada Dist. Thane.
8) Copy of Talathi Saza Kudus Tal. Wada Dist. Thane.
9) Copy to Taluka Nirikshak Bhoomi Abhildkh wada.
10) Copy of Grampanchayt Kdndhal? al. Wada Dist. Thane.

We declare that the P O.A. Of .....who has singed this SAND is our personal knowledge the person he represents himself to be and that has affixed his signature hereunto in our presence.

NO.REV.DES - 1/T-2/NAP/SR- /
Additional Collector office Thane
H.Q Jawhar Date - / 2010

(T.C)

ANNEXURE R3/7

326

(11)

म. गा. ८ म.
R. V. 8 m.

फेरफारांची नोंदवही (फेरफार पत्रक)

[...] महसूल [...] नियम, १९५९ अन्वये नियम १०]

विजयपुर तालुका : वाडा जिल्हा : ठाणे

नोंदीचा अनुक्रमांक	तपशील फेरफार अधिकाऱ्याचे नाव	परिणाम झालेले भूमापन व उपविभाग क्रमांक	तक्रार अधिकाऱ्याची आज्ञा किंवा शेरा
२६९०	दिनांक ७।६।२००९ खरेदीखताने राजे. खरेदीखत नं. ५९९ ता. १३।४।२००९ वाजूस दाखल केलेल्या स.नं.चे खातेदार बाकाराम काकु धुळे यांजकडून मे. ग्रासीम इंडस्ट्रीज लिमीटेड तर्फे रमेश केदारनाथ जोशी ऑफीस-A विंग, ३ला माळा महाकाली गुफा रोड. अंधेरी (पूर्व) मुंबई ९३ यांनी रु. रुपये १४,०६,०००/ मात्र यांस खालील जमीन कायम खरेदी खताने "खऱ्या खुऱ्या औद्योगीक कामी" अरेंदी केल्याने नांवे करणेची असे.	९।२३अ ९५।६ ९५।७	तोंडी आज्ञा सक्षम खरेदी समक्षची पक्ष जाणिव जाणीव खरेदी रकमारबु या अनुषंगिक कामी खेचणी झाले. पाहुला आदेशानुसार २/. स जोडीदक्ष मूल्यांकन रुपये ३२८७९६०/- दि. ३।४।०९ रोजी [illegible] घेतले [illegible] सक्षम तारी. नोंद करुन

स.नं. नवा	एकूण क्षेत्र	पैकी खरेदीक्षेत्र	आकार
९।२३अ	३-३१-०	२-४४-०	१-९९
९५।६	०-१६-०	०-१६-०	०-०६
९५।७	०-२०-०	०-२०-०	०-०६

सदरची जमीन मुळची भोगवटदार वर्ग-२ निसप्र. हुकाक ४३ ची असल्याने सक्षमाधिकारी सो. वाडा यांचे कडील फ/महसुल/कक्ष-१/टे-१/ कावी३६०/ दिनांक ३।४।२००९ अन्वये २% मुल्यांकन ३,२८,७६०/- मात्र भरणा केला असले वर्दीअजयसिंह खरेदीखताची प्रत व तालुका

तीन आकार

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EXTRACT FROM MUTATION ENTRY REGISTER

(FERFAR PATRAK)

Rule 10 of the Maharashtra Land Revenue Record of Rights (Preparation and Maintenance) Rules, 1971

Village : Taluka- Dist.

Mutation Entry No.	**Nature of Title Acquired**	**Affected Survey Nos./ Hissa Nos.**	**Initials or Remarks of the Verifying Officer**
267	Date 4/6/2009 By Sale Deed. Registered sale deed No. 599 dated 13/4/2009. The land from Survey Nos. shown in the next column. Purchaser- M/s. Grasim Industries Limited through Ramesh Kedarnath Joshi, Office- A Wing, 1st Floor, Mahakali Caves Road, Andheri (East), Mumbai 93 has purchased following land from Balaram Kalu Dhule, for consideration amount of Rs. 1,64,08,000/- as permanent sale for bonafide industrial use New Sy. No. Total Area Area purchased	94/2A 1-99 95/6 0-06 95/7 0-06 Area in Rs.	Notice served. Seen copy of sale deed. Purchased for bonafide industrial use. As per order of Tahsildar, 2% of valuation Rs. 3,28,160/- has been paid on 4/6/09. Entry is sanctioned. sd/-xx Circle Officer

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	94/2A 3-21-0 2-44-0 95/6 0-16-0 0-16-0 95/7 0-20-0 0-20-0 The above land is Class 2 land having restricted ownership, requiring permission u/s 43 of the Tenancy Act. As per communication from Tahsildar, Wada, bearing No. Revenue/ desk-1/ T-1/ Kavi 360 dt. 3/6/2009, for bonafide industrial use, 2% of valuation Rs. 3,28,160/- has been paid. Entry is taken as per application with copy of sale deed and other documents	Total three items.	

(T.C.)

ANNEXURE R3/8

दिनांक.. 5/3/2010

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प्रति,

मा. तहसिलदार साहेब वाडा
ता-वाडा, जि-ठाणे

अर्जदार :- मे. ग्रासिम इंडस्ट्रीज लि.
रा. विजयपुर व चिंचघरे, ता-वाडा, जि-ठाणे

विषय :- गट नं. 94/2A व 61/1 व 2 हया जागेमधुन जाण्याचा जाण्यायेण्या मार्गाचा हक्क).
बाबत.

महोदय,

वरील विषयांकित जमीनीचे अपणास विनंती अर्ज करत आहोत की, मौजे विजयपुर व चिंचघरे हया गावाच्या हद्दीवर असणाऱ्या नाला ता गट नं. 94/2A व 61/1 हया जागेमधुन जात असणारा गाव नकाशामध्ये दर्शविण्यात आलेला आहे.

परंतु आमच्या परिस्थीतीमध्ये या नाला गावकऱ्यांनी त्यांच्या शेतीसाठी आवश्यक असलेला गट नं 61/2A मधील B हया जागेमधुन तयार करण्यात आलेला आहे, त्यामुळे तो नकाशामध्ये दर्शविलेला नाला आमच्या मिळकतीत अस्तित्वात नाही आहे.

त्यामुळे आम्हा उभय कुटुंब नव्या नाल्याची तोड आपल्या अधिकार दरखास्ती झाली ही नम्र विनंती.

सोबत :- (नाला दर्शविणारा सात नकाशा मुळ्या व सदिल सदर दोन्ही स्थितीत)

5/3/2010

तहसिलदार कार्यालय, वाडा.

आपला- विश्वासु
Ramesh Joshi
(मे ग्रासिम इंडस्ट्रीज लि.)

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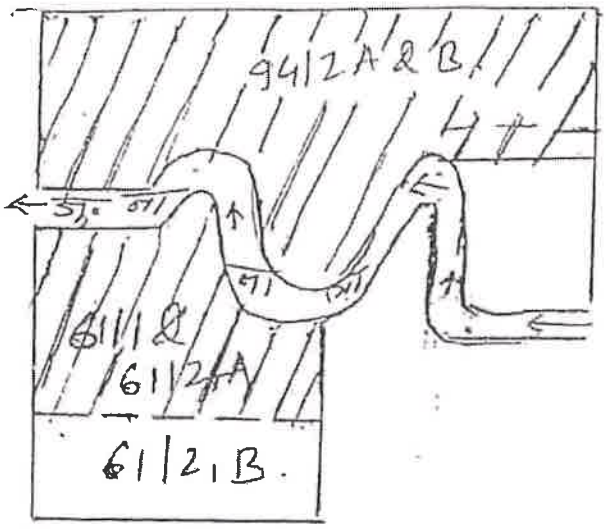
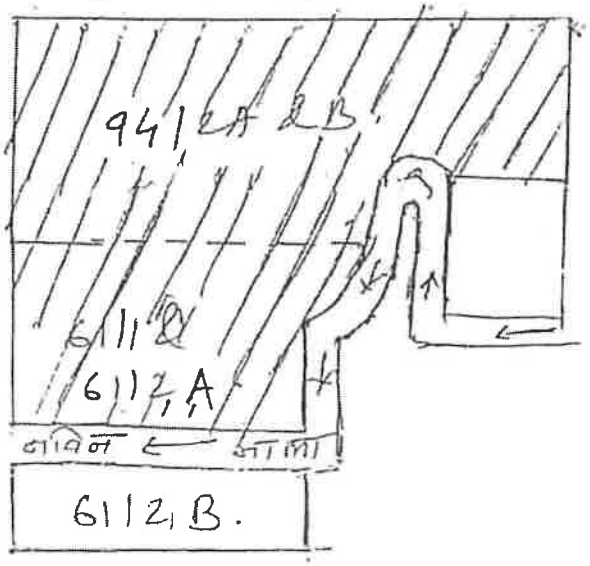
नकाशामध्ये दर्शविल्याप्रमाणे मुना नाला



- ग्राहिम इंडस्ट्री च्या मालकिची जमिन.

नाल्याची हद्द

आजच्या स्थितीत असलेला क्षिण नाला.



- ग्राहिम इंडस्ट्रीज लि. च्या मालकिची जागा.

नाल्याच्या हद्द.

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Date:- 5/3/2010

To,
Hon'ble Tehsildar Wada
Tehsil Wada, District Thane

Applicant:- M/S Grasim Industries Ltd
R/O Vijaypur and Chikhale, Tehsil Wada, District Thane

Subject:- About existence of nullah flowing through land at Gat No. 94/2A and 61/1 and 2

Sir,

With respect to abovementioned subject it is prayed to you through this application that, the nullah situated on the border of Villages Vijaypur and Chikhale has been shown flowing through Gat Nos. 94/2A and 61/1 in the Village Map.

However, as per the situation prevailing today, this nullah has been prepared by the villagers at land in Gat No 61/2A and B to facilitate their agricultural needs. Therefore, the nullah showin in the map does not exist as of this date.

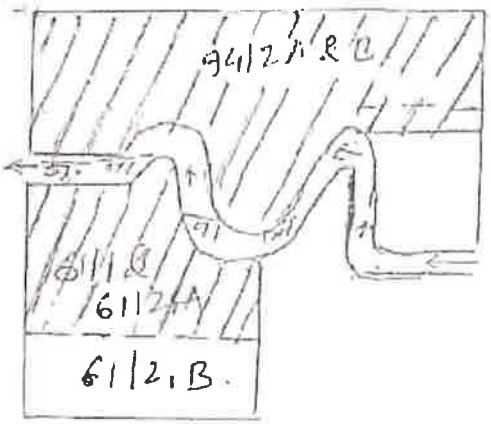
Therefore, you are requested to cancel the old nullah and make entry of new nullah in your government records.

(Enclosed: Hand drawings of nullahs in both new and old conditions)

Yours Faithfully,

(M/S Grasim Industries Ltd.)

Old nullah as shown in the map



Land owned by Grasim Industries

Border of nullah

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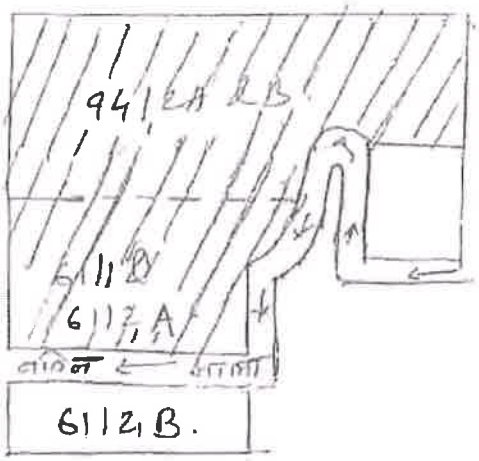
Nullah as of this date



Land owned by Grasim Industries

Border of nullah

(T.C.)

ANNEXURE R3/9 333

दिनांक :- 18/6/2010.

प्रति,
मा० अप्पर जिल्हाधिकारी ठाणे,
मुख्यालय जव्हार.

अर्जदार :- मे. शामिम इंडस्ट्रिज प्रा.
रा. विजयपुर व चिंचवले, ता. वाडा
जि- ठाणे.

विषय :- मौजे- विजयपुर व चिंचले गावच्या हद्दीतिल मसणाच्या नाल्यामध्ये जमिनी बाबत.

महोदय,

वरील विषयांकित अर्जाच्या अनुषंगाने विनंती अर्ज करते की, मौजे विजयपुर व चिंचले गावच्या हद्दीत असलेली गट नं 94/2A व गट नं. 61/1 व 61/2A ची जमिन आमच्या मालकीची असुन त्या जमिनीमधुन नाला जात असल्याचे गावच्या गाव नकाशामध्ये दर्शविण्यात आलेले आहे. परंतु हा नाला आमच्या वस्तुस्थितीप्रमाणे दुसऱ्या जमिनीमधुन जाताना दिसत येत असुन हा नाला नैसर्गिकरित्या गाळ साचुन बंद झालेला असुन त्या नाल्याचा प्रवाह बदलुन अलीकडच्या वस्तुस्थिती प्रमाणे मौजे चिंचले गावच्या हद्दीत असलेल्या गट नं. 61/2A व व हया जमिनीमधुन जात आहे व हा नाला वर्षानुवर्षे वस्तु स्थिती प्रमाणेच चालु आहे.

तरीही, साहेब अर्जास अनुसरुन इच्छितो की, आमच्या वस्तुस्थिती प्रमाणे जो नाला न्या गट नं. 61/2A हया जमिनीमधुन जातो ती जमिन आमच्या मालकीची असुन पुर्वी जो नाला गाव-नकाशामध्ये दर्शविण्यात आलेला आहे तो बंद झालेला आहे.

त्यामुळे बंद झालेल्या नाल्याची जमिन मुळ महाराष्ट्र जमिन महसुल अधिनियम १९६६ चे कलम ३७, ३८, ३८ व ४५ तसेच (सरकारी जमिन विक्रिचारे करावयाचे) नियम १९८७ चे नियम २७

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मान्यवर आम्हाला वापरात हव्यात याची दी नम्र विनंती.

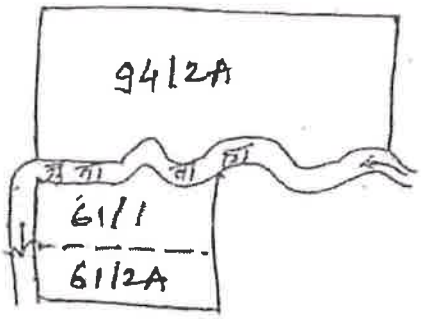
(सदर जमिन सध्यास्थितीत आम्ही कुळे वहिवाटिला असुन, व शासकीय नियमानुसार ज्या काही कागदपत्रांची पुर्तता ~~करुन~~ करुन:) आवश्यक आहे त्याची पुर्तता करु.)

आपला विश्वासु

(मे. ग्रासिन केडस्ट्रीज लि)

(सदर जमिन ज्याप्रकारे आहे त्याचा क्षेत्र-नकाशा)

शेजारच्या नकाशात दर्शविल्याप्रकारे रस्ता आहे



आजच्या वस्तुस्थितीप्रमाणे रस्ता.

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Date:- 18/6/2010

To,
Hon'ble Additional District Collector, Thane
Headquarter Javar

Applicant:- M/S Grasim Industries Ltd.
R/O Vijaypur and Chikhale, Tehsil Wada
District Thane

Subject:- About nullah land on the border of Villages Vijaypur and Chikhale

Sir,

This Application with respect to abovementioned subject prays to you that, land situated at Gat No 94/2A and Gat No 61/1 and 61/2A at Villages Vijaypur and Chikhale is owned by us and a nullah flowing through this land is shown in the Village Map of the village. However, as per the situation prevailing today, this nullah is seen flowing through other land. The nullah is filled due to accumulated soil and the flow of the nullah has changed its course through land situated at Gat No 61/2A and B in the boundary of Village Chikhale as per the conditions prevailing today. This nullah has been flowing as per the situation today for several years.

Therefore, Sir, we hereby inform you that as per the situation prevailing as on this date, the land in Gat No 61/2A on which the nullah flows is owned by us and the nullah shown in the Village Map earlier is closed naturally.

Therefore, it is prayed to you to allot the land of closed nullah to us U/S 31,32,33 and 65 of Maharashtra Land Revenue Act, 1966 and Rule 21 of Government Land Disposal Rules, 1971.

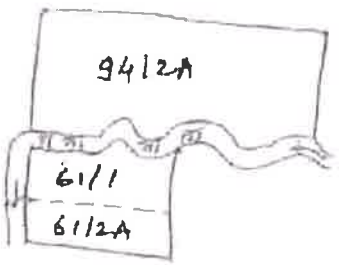
(The said land is presently in our possession and we would complete compliance of the document required as per the government rules.

Yours,

(M/S Grasim Industries Ltd.)

(Hand drawing of the present state of the said land)

Nullah as shown in the Village Map



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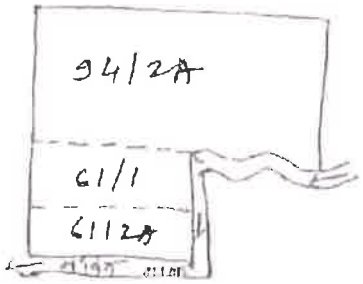
Nullah as of this date



(T.O)

ANNEXURE R3/10

JUNE-2010

क्र.महसूल/कक्ष.१/टे.२/जमिन/कावि- ६/१० 337
अपर जिल्हाधिकारी ठाणे यांचे कार्यालय
मुख्यालय जव्हार
दिनांक-:२२/०६/२०१०

प्रति,
मे.ग्रासिम इंडस्ट्रीज लि.
रा.विजयपुर व चिखले,ता.वाडा.जि.ठाणे

विषय-: मौजे विजयपुर व चिखले गावाच्या हद्दीवर असणाऱ्या नालाच्या जमिनी बाबत.

महोदय,

आपला वरील विषयाबावतचा दिनांक-१८/६/२०१० रोजीचा अर्ज चौकशी अहवालासाठी तहसिलदार वाडा यांचेकडे वरील सम क्रमाकाच्या पत्रान्वये पाठविण्यात आला आहे. तरी आपण त्यांचे कार्यालयाशी आवश्यक त्या कागद पत्रासह संपर्क साधावा. कळावे

आपला
अपर जिल्हाधिकारी ठाणे
मुख्यालय जव्हार करिता

प्रत-: तहसिलदार वाडा

२/- सोबत मे.ग्रासिम इंडस्ट्रीज लि. रा.विजयपुर व चिखले,ता.वाडा.जि.ठाणे यांचा दिनांक १८/६/२०१० रोजीचा वरील विषया संबंधीचा मुळ अर्ज या पत्रासोबत जोडून पाठविला आहे.तरी प्रस्तुत अर्जाकामी सविस्तर चौकशी करुन आपल्या स्पष्ट अभिप्रायासह विहीत नमुन्यात अहवाल या कार्यालयात सादर करावा.

अपर जिल्हाधिकारी ठाणे
मुख्यालय जव्हार करिता

7.13 22/6/2010

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No.:- Mahsul/Kaksha 1/ Te 2/Jamin/KaVi – 6/10
Office of Additional District Collector
Headquarter Javar
Date:- 22/06/2010

To,
M/S Grasim Industries Ltd.
R/O Vijaypur and Chikhale, Tehsil Wada, District Thane

Subject:- About land of nullah on the border of Villages Vijaypur and Chikhale

Sir,

Your application dated 18/6/2010 with respect to abovementioned subject has been sent to Tehsildar Wada for inquiry report vide letter bearing the abovementioned even number. Therefore, you are instructed to contact his office along with the required documents.

Yours,

For Additional District Collector, Thane
Headquarter Javar

Copy To:- Tehsildar Wada
2/- Original application of M/S Grasim Industries Ltd. R/O Vijaypur and Chikhale, Tehsil Wada, District Thane dated 18/6/2010 in relation to the aforementioned subject is enclosed to this letter. You are instructed to conduct detailed inquiry on the present application and submit report in prescribed format along with your clear opinion to this office.

For Additional District Collector, Thane
Headquarter Javar

(T.C.)

गुप ग्रामपंचायत, चिखले-सावरखांड-गोळेघर

ANNEXURE R3/11

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ता. वाडा, जि. ठाणे.

कार्यालय : चिखले, ता. वाडा, जि. ठाणे.

नंदकुमार हुकाराम पाटील
उपसरपंच.
मो. ९२२६३२७९०९

टी. एम. मोरे
ग्रामसेवक.
मो. ९२७०००६६२४

मनोहर नारायण हाडळ
सरपंच.
फोन : घर ६९१०७१, मो. ९२७०१३९१४९

जा.क्र.

दिनांक २९/६/२०१०

दाखला

सरपंच, गुप ग्राम पंचायत चिखले, ता. वाडा यांचेकडून दाखला देणेत येतो कि, मे. ग्रासिम इंडस्ट्रीज लि. चिखले, ता. वाडा, डि. ठाणे यांचा मालकिच्या सर्वे नं. ६१(१) क्षेत्र (०.६८.०) पो.ख. ०.०१.० व ६१(२) क्षेत्र ०.५४.९ हे अशुन सर्वे नं. ६१(१) चा मशुन मैसर्गिक नाला होता तो मैसर्गिक दित्या बंद होउन तो ६१(२) मध्ये मैसर्गिक दित्या नाला पडला आहे. असा मेणेप्रमाणे दाखला दिला असे.

सरपंच
गुप ग्रामपंचायत. चिखले/सावरखांड/गोळे

सदस्य

श्री. उमेश बांगो पाटील

श्री. कैलास भगवान कोरडे

श्री. कालुराम नाना धुम

श्री. चंद्रकांत माणिक सांबरे

सौ. सुनिता त्र्यंबक हाडळ

सौ. ललिता लडकू तरसे

सौ. अमृता सुनिल पाटील

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GROUP GRAM PANCHAYAT,

CHIKHALE-SAVARKHAND-GOLEGHAR

Tah: Wada, District: Thane

Office: Chikhale, Tah. Wada, Distt. Thane

Nandkumar Tukaram Patil	T. M. More	Manohar Narayan Hadal
Sub-Sarpanch	Gramsevak	Sarpanch
Mo. 9226327909 Res.No.691071,Mo.9270139149	Mo.9270006624	

Members	D.No. Date: 29/6/2010 Certificate
Shri Umesh Bango Patil Shri. Kailas Bhagwan Korde Shri Kaluram Nana Dhum Shri. Chandrakant Manik Sambre Mrs. Sunita Trimbak Hadal Mrs. Lalita Ladku Tarse Mrs. Amrita Sunil Patil	Certificate is issued by Sarpanch Group Gram Panchayat, Chikhale Tehsil Wada that the survey number 61 (1) area (0.95.0) Po. Kh. 0.09.0 and 61 (2). Area is 0.54.9 is owned by Messrs. Grasim Industries Ltd. Chikhale, Tehsil Wada, District Thane and there was a natural nallha through Survey No. 61 (1). It closed naturally and runs naturally through 61 (2). Hence the certificate is issued accordingly. Sarpanch Group Gram-Panchayat, Chikhale -Savarkhand-Goleghar

(TC)

ANNEXURE R3/12

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R.C.S.No. 38/2009

ORDER BELOW EX. 05

This is an application filed by plaintiff for temporary injunction on following brief facts.

The suit property is possessed by plaintiff for carrying out cultivation activities in the suit property. The plaintiff submitted that suit property has changed hands and transferred to interse defendant. The plaintiff has recently excavated land and prepared lake and since last 10 years he is cultivating suit land. The plaintiff is also carrying out fishery business in the land in the suit property. Defendant no. 5 has no concerned to the said property even then obstructing possession by illegal activities and for carrying out fishery business and if injunction is not granted the defendant no. 5 would dispossess him from the suit land. Defendant no. 5 has attempted him to dispossess him, therefore, prayed to restrain defendant no. 5.

02. The say/W.S of defendant no. 5 is at Ex. 55. Additional W.S of defendant no. 5 is at Ex. 68. Suit proceeded ex-parte against defendant no. 2 and 3 while without W.S against defendant no. 1. I perused contents of the W.S.. Defendant denied contents of the W.S. and stated that suit is not tenable in the eyes of law. Defendant no. 4 has transferred land to defendant no. 1 and 2 from whom defendant no. 5 have purchased suit land. Therefore, defendant no. 5 is having exclusive possession of the suit property

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as title holder. Suit property is possessed by defendant no. 5. Plaintiff have filed false suit therefore prayed to dismiss application.

03. I heard counsel for the plaintiff and defendant at length. Following points arise for my determination and findings against them and the reasons following thereto.

	POINTS		FINDINGS
1	Does plaintiff show that he has prima facie case?	..	In the Negative.
2	In whose favour balance of convenience lies?	..	Defendant No.5.
3	Does plaintiff show that he would suffer irreparable loss if injunction is refused?	..	In the Negative.
4	What Order?	..	As per final order.

REASONS

As to Point No. 01 to 04 :

04. The plaintiff also filed affidavit in respect of case of witnesses those are at Ex. 10, 11, 12, 13, 28, 29 and 30. Also filed documents namely certificates given by Gram panchayat and Litigation Free Village Committee, Police Patil of the village. The Counsel for the plaintiff submitted that defendant have not got proper title, title is not vested to defendant no.5 and therefore

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prayed that possession of the plaintiff be protected. Plaintiff also filed receipts of purchased of fishery seed thereby satisfied that fishery business is carried out in suit property. Even filed photograph to show that lake is in existence in the suit property. Therefore prayed to allow the application.

05. While Counsel for the defendant submitted that no case is made out by plaintiff. Plaintiff entered in the suit land only because it was vacant. No evidence to show that lake is excavated in the suit land. Photo filed on record are such that are taken in rainy season and no one is cultivating in the land, but it alleged shows a lake. Whereas photographs filed earlier shows different pictures. Therefore, there is no lake in existence in suit land. Fish seed purchased are so mediocre that it is hard to believe content of the plaintiff. No evidence on record to show that plaintiff is possessor of suit land, no entry in 7/12 extract. Plaintiff has no title over suit land hence prayed to dismiss the application.

06. Counsel for the plaintiff relied in case of ***Smt. Pramila Lalbhai Dabhoya & Anr. Vs. Dr. Harish Lalbhai Dabhoya reported in 2005(4) ALL MR, 288*** in which the Hon'ble Bombay High Court held that possession of suit premises - Even if the plaintiff has failed to prove any agreement, his possession can only be disturbed by the defendants by following due process of law. He also relied in case of ***Manoramabai Amrutrao Deshmukh & Anr. Vs. Laxman Atmaram Kathale reported in 2005(1) ALL***

7/10/09

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MR, 806 in which it was held that title of the plaintiff to property is immaterial - Actual physical possession of property is essential. Defendant relied in case of ***Vyankati Raghobaji Parbat & Anr. Vs. Sau. Varsha Vinod Deshpande & Anr reported in 2005(2) ALL MR, 157*** in which it is held that temporary injunction cannot be granted against true owner and in favour of trespasser or person in unlawful possession. He also relied in case of ***Premji Ratansay Shah Vs. Union of India reported in 1994 SCC, 547*** in which also held that injunction cannot be issued against a true owner in favour of trespasser or a person who is in unlawful possession.

07. In view of the above pleadings and arguments I find that the most important aspect in this suit is that the plaintiff is claiming injunction on the basis of his possession. Plaintiff has admitted that title is vested with defendant no. 5. No question involved in the suit regarding title of the suit land. Plaintiff did not challenged possession of the defendants. It is necessary for the plaintiff to show that he was in possession of the suit property, for the same plaintiff has filed photographs and affidavits of witnesses in his support. I perused revenue record filed along with suit and W.S.. I find that revenue records discloses the name of defendant as possessor of the suit land. There is no entry in record to show that plaintiff is in the possession of the suit land. Plaintiff also claimed that the has excavated lake in the suit land. But I did not find any single revenue entry or application made to the revenue officer regarding payment of royalty for excavation of lake. There

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is no single entry to justify that lake is present in the suit land. The photographs filed by the plaintiff on two occasions shows contradictory pictures to each other. The photographs filed below Ex. 36(4) and photographs filed below 59(1) shows contradictory picture to each other. In the photograph at Ex. 36(4) depth of the lake is not less than height of full grown man. The photograph shows below Ex. 59(1) that the depth of lake is not much. The locality and area surround the alleged lake are totally different in both the photographs. Therefore, it is doubtful to come to the conclusion that there was lake dug by the plaintiff for fishery business or for agriculture purpose. Plaintiff by filing receipts of purchase of fish seeds shows that plaintiff is doing alleged fishery business in the suit land. I did not find any single document to show that plaintiff made an application to the revenue officer to change the nature of suit land and adopting for fishery business which is absolutely different from agricultural activities. The receipts filed by the plaintiff regarding fishery business revealed that seeds of fishery was meager in number that it is doubtful that plaintiff is doing full fledge fishery business. No copy of license is filed on record regarding fishery business. Therefore, it is doubtful to believe that plaintiff is carrying fishery business in the suit land.

08. I have gone through affidavits filed by plaintiff. The affidavits of witnesses filed by plaintiff are just having contents verbatim same only name of affidavit is different. Witnesses who filed affidavits are from the same village where plaintiff is resided.

7/10/09

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Whereas defendant who is true owner is not local. It is, therefore, understandable that these witnesses who filed affidavit must have affinity with the plaintiff to file such affidavits. Such affidavits are not corroborated by any document on record. Affidavits cannot be considered as piece of evidence in view of Sec. 3 of Indian Evidence Act. Therefore, the affidavit filed are that of tutor nature and witnesses are interested with interest of the plaintiff and therefore, affidavits cannot be taken into consideration as voluntarily filed and therefore, these affidavits cannot looked into.

09. Plaintiff also filed certificates of Grampanchayat, the Litigation Free Village Committee and Police Patil. It is important to note that these three people are important persons of the village. But the defendant brought to my notice that they also have managed to obtain certificate from Grampanchayat stating that there is no entry of the lake in the suit land which is most contradictory to the certificates filed on record by the plaintiff. I did not understand how these independent persons issued such certificates to the plaintiff bearing property number etc.. How these persons come to knowledge that the property was never cultivated by land holder and since how many years plaintiff is cultivating and how did they know the number of years the plaintiff is cultivating. Police Patil have issued certificate regarding lake, but existence of lake is doubtful. Therefore, the persons who issued certificates are also from same village and issued certificate in affinity with plaintiff. These certificates having no value in the

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eyes of law as against revenue record which has presumption of correctness. The revenue record does not reveal any fact that plaintiff possessed suit land nor fact that suit land has lake in it.

10. I have gone through the pleadings of the plaint and the application Ex. 05 in which stated that he enters in suit land and started cultivating land only because suit land was vacant and barron and since no person was cultivating land, plaintiff enters and started cultivating as alleged by himself. Plaintiff declared himself as trespasser and unlawful possessor of the suit property. Plaintiff did not bring any evidence regarding possession for the period of three years regarding fishery business and more than three years regarding agricultural activities. Plaintiff did not file any document to show that he is cultivating paddy crop like rice in the suit land. Therefore plaintiff did not bring before the Court satisfactorily that he possessed suit land and his possession over suit land though being trespasser is settled possession. Plaintiff thus is a rank trespasser. Cases relied by Counsel for the plaintiff that title is immaterial in case of Pramilabai (Supra), in that case plaintiff was claiming injunction on the basis of agreement of sale. So also in the case of Manoramabai (Supra) claiming injunction on the basis of sale deed. Therefore, in those two cases relied on by plaintiff it is clear that plaintiff in those cases brought before the Court some documentary evidence to justify his settled possession. Whereas, in the present case plaintiff did not bring any document to favour him in respect of settled possession. The only documents

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are affidavits filed and certificates issued by local body. Those cannot be considered as evidence. Revenue record which has presumption evidential value speaks against certificate issued. Therefore, revenue entry is presumption of correctness unless and until it is rebutted. Plaintiff did not rebut presumption of revenue entry neither by evidence nor prima facie. Therefore, I find that plaintiff did not bring single piece of document to substantiate his possession over suit property. Since defendants are true owner and plaintiff is trespasser of the suit property having unlawful possession, plaintiff cannot be said to be entitled for injunction. Cases relied by defendant Vyankati Raghobaji Parbat (Supra) of the Hon'ble Bombay High Court and Premji Shah (Supra) of the Hon'ble Apex Court it is very clear that where the person is having no title seek injunction on the basis of possession is unlawful and cannot get any relief against owner. Here in this case, plaintiff neither proved nor showed prima facie that he is in possession and conducting fishery activities. He also never satisfactorily showed his possession over suit property is settled possession. Therefore, granting injunction against true owner would cause irreparable loss nor to the plaintiff but to the defendant no. 5 who is true owner. Plaintiff cannot sustain any loss because suit property is not his property. He himself stated that he is trespasser in the property. Therefore, balance of inconvenience lies in favour of defendant no. 4 and 5. Therefore, I answer all the issues accordingly and proceed to pass following order :

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ORDER

01. Application stand dismissed.

02. Cost in cause.

(K.D.Jadhav)
Civil Judge, J.D.,
Wada.

Wada.
Date : 23.09.2009

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3/10/09

(T.O)

ANNEXURE R3/13
(1969)

स्थापना)

• ग्रामपंचायत, कोने •

कार्यालय : कोने, ता. वाडा, जि. ठाणे

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जा.क.

दिनांक : २४/१०/२०१०

ग्रासिम इंडिया क.
कोने.

नोटीस

ग्राम पंचायत कोने ता. वाडा, जि. ठाणे

यांसकडून नोटीस देण्यात येते की ग्रासिम इंडिया कंपनी ही ग्राम पंचायत कोने हद्दीतील कंपनी असून बाबूराव रामचंद्र पवार यांचा अर्जी क्रमांक भाला मराठ करून नंबिन भाला बांधला आहे तरी जुना भाला पूर्ववत करून मिळण्याबाबतचा अर्जाचे दि ०२/१०/२०१० च्या ग्रामसभेत वाचन केले असता जुना भाला पूर्ववत करण्याबाबतचा ठराव हा ठराव क्र ८८३१ ने मंजूर केला आहे तरी जुना भाला पूर्ववत करून द्यावा.

सरपंच
ग्राम पंचायत, कोने

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GRAMPANCHAYAT, KONE

OFFICE : Kone, Tah. Vada, Distt. Thane

Grasim India Company
Kone

Date: 24/10/2010

NOTICE

Notice is given from Gram Panchayat Kone, Tah. Wada, District Thane, that Grasim India Company is a company from Gram Panchayat Kone area and the application of Baburao Ramchandra Palte has been filled for filling up the old nala and upholding the new nallah yet to reconstruct the old nallah to its original state as earlier was read out in the gramsabhaa meeting on 02/10/2010 also Resolution No. 8 (3) has been approved for reconstructing the old nala into its prior form.

Sarpanch

Grampanchayat, Kone

ANNEXURE R3/14

Exh. B 353

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भारतीय गैर-न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

जनरल स्टॉम्प विक्रीसे टिकाण वाडा, जि.ठाणे

अनुक्रमांक 2452 किंमत 100/-

नांव रघुनाथ जादु पवित्र, चिखले

रुपये

तारिख 01/11/10

DH 134408

SUB-TREASURY OFFICER WADA

19 OCT 2010

प्रतिज्ञा पत्र

मा. कार्यकारी दंडाधिकारी साहे

वाडा तालुका वाडा पाचे समोर -

आम्ही खालील सहया करणारे मे. आरसिम इं.प्रा.लि. चिंचपूर चिखले तालुका वाडाचे व्यवस्थापक व ग्रामस्थ शेतकरी गाव चिखले व चिंचपूर तालुका वाडा जि ठाणे आमच्या आपसातील समजुतीकरिता खटो तयार केला प्रतिज्ञा पत्र लिहून देतो ते पुढे प्रमाणे -

मौजे चिखले व मौजे चिंचपूर या गावाचे हद्दीपासून सरकारी नाला प्रवाह असून हा नाला चिंचपूर गावाकडून चिखले गावच्या दिशेने वाहत आहे. सदर नाल्यावर आरसिम इं.प्रा.लि.हया कंपनीने डुकीते बंधारा पक्का बांधकाम केल्यामुळे आमच्या गावाच्या शेतक-यांचे पावसाळ्या शेतात पुरचे पाणी शिरुन सात शेतीचे व वाफ्यातून शेतक-यांचे नुकसान झाले आहे. त्यावर आम्ही शेतक-यांनी सदर आरसिम इं.प्रा.लि.हया कंपनीचे व्यवस्थापकाशी चर्चा केली व सदर वाद पेंडन्सी न्यायालयात प्रलंबित

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- २ -

मार्ग काढला तो असा -

सदर कंपनीने नवीन जो नाला तयार केलेला तो नाला खोलवर व रुंद करून पावसाचे पाण्याचा योग्य प्रकारे निचरा होवून शेतकऱ्याचे शेतात पुराचे पाणी जाणार नाही अशा प्रकारे बांधण्यात येवा व ज्या शेतकऱ्याचे बांध तुटलेले आहेत त्यावर कायमचा उपाय म्हणून दगडांनी पिचींग करून बांध बांधून देण्याचे ठरले आहे. तसेच या पुढे शेतकऱ्याचे शेतीचे नाल्याचे पाणी शिरून नुकसान होणार नाही याची दक्षता घ्यायची आहे, तसेच यापुढे शेतकऱ्याचे शेतीचे बांधाचे नुकसान झाल्यास ती भरपाई करून देण्याची सर्वस्वी जबाबदारी कंपनी व्यवस्थापनाने स्विकारली आहे, असे व्यवस्थापनाने कबूल केले आहे, असे कंपनीचे व्यवस्थापनाने शेतकऱ्यांना व ग्रामस्थांना हमी दिली आहे, त्यामुळे आता आम्ही ग्रासिम हे कं चे विरोधात ज्या काही तक्रारी अर्ज केले आहेत त्याबाबत, वरील प्रमाणे आमचा समझोता झाला असल्याने आमची काहीही हरकत तक्रार राहीलेली नाही यापुढे सदर कंपनीबरोबर आमचा कोणताही वाद राहीलेला नाही.

हे आम्ही सत्यप्रतिज्ञेवर लिहून दिले असून सर्व मजकूर आम्हांस मान्य व कबूल असून त्या बदलासाठी आम्ही आमच्या स्वाक्षऱ्या समक्ष केल्या आहेत.

दिनांक :- 11/2/2010

ग्रासिम हे. प्रा. लि. चे व्यवस्थापक

वरील माहिती वरुन मजकूर अवलंबून
मी कलम १८८, २०० व २०३ (४) फौ. प्र. संहिता
प्रमाणे प्रतिज्ञा पत्र करणार यांचेकडून घेतले असून
शपथेवर नाही. वरील माहितीच्या सत्यतेबाबत मी
खात्री केली आहे

शेतकरी व ग्रामस्थ

1) रघुनाथ [illegible] पाटील

निवृत्ती [illegible] पाटील

दिगंबर [illegible] पाटील

[illegible] पाटील

मेघराज [illegible] पाटील

रघुनाथ [illegible] पाटील

राजेश/शंकर पाटील

MAGISTRATE
DIST. THANA

तहसिलदार भिवंडी ठाणे

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MAHARASHTRA DH 134408

Place of sale of general stamp: Wada, District Thane
Sr. No.: 2982 Price: Rs 100/-
Name: Raghunath Lahu Vakil, Chikhale
By: Self
Date: 10/11/10
Stamp Vendor
Nivrutti Damanlal, Ambavane
License No.: Wada 051/2002

AFFIDAVIT

Before The Hon'ble Executive Magistrate, Wada, Tehsil Wada

We, the undersigned, the manager of M/S Grasim Industries Pvt Ltd, Vijapur, Chikhale, Tehsil Wada and farmers residing at Village Chikhale, Tehsil Wada, District Thane, do hereby execute this Affidavit asserting the following mutually agreed terms and conditions:-
A Government nullah has been flowing from the side of Village Vijapur towards Village Chikhale on the borders of Village Chikhale and Village Vijapur since time eternity. Since the Grasim Industries Pvt Ltd has wrongly done illegal construction in the said nullah, the flood water entered into the fields of our village during monsoon, as a result of which enbankments of fields broke causing damage to rice fields and losses to farmers. We farmers discussed this issue with the Manager of the Grasim Industries Pvt Ltd and arrived at following solution with mutual agreement instead of continuing the dispute:-

The new nullah made by the said company should be dug deeper and closed in such a manner that the rainwater would be flown away and the flood water would not enter inside the fields of farmers and the embankments of fields of the farmers which have been flown away shall be constructed again after doing stone pitching as a permanent solution. Besides, precaution is to be taken to ensure that the water of nullah would not enter inside the fields of these farers. Besides the management has agreed that in future it would the responsibility to compensate for any future damage to the embankments of the fields of farmers. The company management has given assurance to this effect to the farmers and residents of village. Therefore, since we have arrived at mutual settlement, we have no more objection or complaint with regard to any complaint application filed by us against the Grasim Industries Company.

We have written this solemnly under oath and we agree and accept all content herein and sign on this document to attest it.

I am aware that I would be eligible for an offence U/S 199, 200 and 193(2) in case the above information is found false. I hereby affirm the above information by signing in front of you.

Date:- /11/2010

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Signatories of the Affidavit

Manager of Grasim Industries Pvt Ltd

Farmers and residents of village

Raghunath Lahu Patil
Nivrutti Lahu Patil
Digambar Kusha Patil
Sadashiv Mahadu Patil
Megharaj Bhagvan Patil
Raghunath Nana Patil
Rajesh Bhaskar Patil

(T.C.)

ANNEXURE R3/15

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नोटीस

(14)

क्र.गौ.खा./क.१/टे.२/जमीनखाब/फायि-५१६/१०

तहसिलदार कार्यालय, वाडा

दिनांक - ९/१२/२०१०

प्रति,

ग्रासीम इंडस्ट्रिज प्रा.ली.

विजयपूर,ता. वाडा,जि.ठाणे.

विषय - अनधिकृत गौण खनिज उत्खनन व वहातूक केल्याबाबत.

आपणास या नोटीसीद्वारे कळविणेत येते की, आमचेकडे आलेल्या तक्रारी अर्जाचे अनुषंगाने आपण मौजे विजयपूर - चिखले हया हद्दीतील शासकीय नालयावर नाला मार्गाचा भराव करुन बुजविला असून त्यावर अनधिकृत बांधकाम केलेले आहे. सदरचे केलेला लाखो ब्रास रॉयल्टीचा भराव अनधिकृत केलेला असल्याने सदर केलेल्या भरावाची रॉयल्टी आपण आमचे समक्ष त्वरीत सादर करावी व तुमचे या बाबतचे लेखी म्हणणे आमचे समक्ष सादर करावे. सोबत अर्जदार यांनी केलेला अर्ज सोबत जोडला आहे.

तहसिलदार वाडा

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(15)

ग्रा.गो.सा./क.२/ई.२/जगोनग्राब/कावि ५५५ /१०

तहसिलदार कार्यालय, वाडा

दिनांक ३१/१२/२०१०

प्रति,

ग्रासीम इंडस्ट्रिज प्रा.ली.

विजयपूर,ता. वाडा,जि.ठाणे.

विषय - अनधिकृत बांधकामाबाबत.

आपणास या नोटीसीद्वारे कळविणेत येते की, आपण ग्रासीम कंपनीचे बांधकाम मौजे विजयपूर येथे सुरु केले असून ते अनधिकृत बांधकाम केलेले आहे. सदरचे बांधकाम खोदाई केले आहे. ते खालील प्रमाणे आहे.

प्रकार	लांबी x रुंदी x उंची - भागीले २.८३	= ग्रास
साईड पिलर	५८ x ४ x ३ x १.५ - भागीले २.८३	= ३९०
सेंटर पिलर	१० x ७ x५ x १.२५ - भागीले २.८३	= १५४
मुख्य फाऊंडेशन	१ x २९ x ७ x १.५० - भागीले २.८३	= १०७
साईट फाऊंडेशन	४ x १० x ८ x १.५० - भागीले २.८३	= ४२
पिलर	८ x ५ x ३ x१.२५ - भागीले २.८३	= ५३
पिलर	१६ x ३ x १ x १.००- भागीले २.८३	= ६
		७५२ ग्रास

एकूण ७५२ ग्रासचे बांधकाम केले असून सदरचे बांधकाम हे अनधिकृत आहे. अधिकृत असल्यास आपण घेतलेली सक्षम अधिकाऱ्याकडील विनशेती आदेश सहा. नगर रचना ठाणे ह्यांचेकडील बांधकाम मंजूर नकाशा घेवून सक्षम दोन रोजात हजर रहावे. अन्यथा आपण केलेले बांधकाम जमीन महसूलाचे नियमानुसार पाडणेत येईल याची नोंद घ्यावी.

Received on the same day
Dt. 31/12/2010

तहसिलदार वाडा

NOTICE

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Kra.gau.kh./ka.1/te.2/ Land matter/kaavi- 516 /10

Office of Tahsildar, Wada

Date-1/12/2010

Grasim Industries Private Ltd.

Vijaypur, Tah. Wada, District Thane.

Sub: Regarding unauthorized extraction and transportation of minor minerals

You are informed through this notice that in connection with the complaint application received by us, you have filled the Government Nala in Mauje Vijaypur-Chikhale boundary with soil and did some unauthorized construction. As the payment of lakhs of brass royalty is unauthorized, you should immediately submit the payment of the said royalty to us and submit your written statement in this regard to us. The application made by the applicant is attached herewith.

Tahsildar Wada

Kra.gau.kh./ka.1/te.2/ Land matter/kaavi- 516 /10

Office of Tahsildar, Wada

Date-1/12/2010 360

Grasim Industries Private Ltd.

Vijaypur, Tah. Wada, District Thane.

Sub: Regarding unauthorized construction

You are informed by this notice that you have started construction of Grasim Company at Mauje Vijaypur and it is an unauthorized construction. The construction has been excavated. It is as follows.

Type	Length X Breadth X Height-divided by 2.83	= Brass
Side Pillar	58 X 4 X 3 X 1.5--divided by 2.83	= 390
Center Pillar	10 X7 X 5 X 1.25--divided by 2.83	= 154
Main Foundation	1 X 29 X 7 X 1.50--divided by 2.83	= 107
Site Foundation	4 X10 X 8 X 1.50--divided by 2.83	= 42
Pillar	8 X5 X 3 X 1.25--divided by 2.83	= 53
Pillar	16 X1 X 1 X 1.00--divided by 2.83	= 6
		752 Brass

A total amount of 752 brass has been constructed and its construction is unauthorized. If authorized, you should appear before the competent authority within two days with the non-agricultural order from the competent authority and the approved construction map from Town Planning, Thane. It should be noted that otherwise the land you have constructed will be demolished as per the revenue rules.

Tahsildar, Wada

(T.U)

ANNEXURE R3/16

नोटीस

क्र.गौ.ख./क.१/टे.२/जमीनबाब/कावि - /१०

तहसिलदार कार्यालय, वाडा

दिनांक - ७ /१२/२०२०

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प्रति,

१) श्री. रमेश केदारनाथ जोशी, डारेक्टर

ग्रासीम इंडस्ट्रिज प्रा.ली.

मुख्य कार्यालय ए विंग पहीला मजला

महाकाली केव रोड अंधेरी पुर्व मुंबई ९३

विषय - अनधिकृत बांधकाम व अनधिकृत गौणखनिज उत्खनन

आदीवासीचे जागेत केलेले बांधकाम व उत्खनन आणि

सरकारी नाला बुजवून शेतकऱ्यांच्या केलेल्या नुकसानीबाबत.

मौजे विजयपूर,चिखले येथील ग.नं. ९४/२अ , ग.नं.६१/१ व

६१/२अ,९५/३,९५/४,९५/६,९५/७,९४/१ बाबत.

श्री. रामचंद्र बाबू वलटे रा.विजयपूर, ता.वाडा यांनी या कार्यालयाकडे तक्रार अर्ज देवून उक्त विषयबाबत तक्रार दाखल केलेली आहे. याबाबत मंडळ अधिकारी कोने यांचे मार्फत चौकशी केली असता अर्जदार यांनी उक्त अर्जा द्वारे केलेल्या तक्रारीत सत्यता असल्याचे दिसून येते.

तुम्ही उक्त ग.नं. जमीन क्षेत्रास स्थानिक चौकशी अंती केलेले अनधिकृत बांधकाम,केलेले अनधिकृत उत्खनन व भराव, बांधकाम व भराव करतांना अस्तित्वात असलेला सरकारी नाला बंद करणे आणि आदिवासीच्या जमिनीत विना परवाना बांधकाम करुन भराव करणे बाबत केलेले कृत्य हे बेकायदेशीर व कायदेशीर कार्यवाहीस पात्र ठरत असल्याचे दिसून येते. सबब तुम्ही केलेल्या या कृत्याबाबत महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे मधील तरतुदीनुसार कारवाई का करणेत येवू नये. याबाबत पुरावा दाखल सर्व कागदपत्रांसह खुलासा ही नोटीस मिळाले पासून सांत रोजात या कार्यालयाकडे सादर करावा. तुम्ही तसे करण्यास कसूर केल्यास तुम्हांस याबाबत काहीएक सांगावयाचे नाही. असे गृहीत धरुन वरील प्रमाणे अधिनियमांतर्गत कारवाई केली जाईल याची नोंद घ्यावी.

तहसिलदार वाडा

प्रत - तलाठी सजा कोने

स्/- सोबतची संबंधीत यांना नोटीस मुदतीत बजावून त्याची प्रत मिळाले बाबत तारखेसह सहीची पोहच या कार्यालयात सादर करावी व सदर जागेत होत असलेले बांधकाम त्वरीत थाबवून पुढे कुठल्याही प्रकारचे बांधकाम होणार नाही याची दक्षता घेणेत यावी.

तहसिलदार वाडा

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Notice

No. Gau Kh./K1/Te2 / Zameen Bab / Kavi - /10

Tehsildar's Office, Wada

Dated 7/12/2010

To,

1) Shri Ramesh Kedarnath Joshi, Director
Grasim Industries Pvt. Ltd.
Head Office, A Wing, First Floor
Mahakali Cave Road, Andheri East, Mumbai 93

Sub: Unauthorized construction and unauthorized use of minor minerals and construction and excavation on lands of tribal and damage to farmers by closing the government nallah. Regarding G.No. 94/2A, G.No. 61/1 and 61/2A, 95/3, 95/4, 95/6, 95/7, 94/1 at Mauje Vijaypur, Chikhale

Shri Ramchandra Babu, a resident of Vijaypur Tehsil Wada, has lodged a complaint with this office. When inquired about this through the Board Officer Kone, it is seen that the complaint made by the petitioner is true.

You have completed the local investigation into the said group number land area, unauthorized construction, unauthorized excavation and filling, closure of existing government culvert during construction and filling and the act of constructing and filling up tribal land without a license appears to be subject to illegal and legal action. Why this action should not be taken as per the provisions of Maharashtra Land Revenue Act, 1966. Evidence in this regard should be submitted to this office within seven days from the receipt of the notice along with all the documents. If you fail to do so, you do not have to say anything about it. It should be noted that action will be taken under the Act as above.

Tahsildar Vada

Copy to- Talathi punishment Kone

2/- Accompanies concerned should be notified within the notice period and a signed copy of the same should be submitted to this office along with the date of receipt and the construction work in this area should be stopped immediately and care should be taken to prevent any further construction

Tahsildar Vada

(T.C.)

ANNEXURE R3/17

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नोटीस

प्र.तहसील/कार्या-१/टे.१/एमएनजी/कावि-४१/११

तहसिलदार यांचे कार्यालय वाडा

दिनांक ११ / २ /२०११ Exh C

प्रति,

मालक व्यवस्थापक,
मे.ग्रासीम इंडस्ट्रीज लि. विजयपूर ता.वाडा,जि.ठाणे,
तर्फे श्री. रमेश केदारनाथ जोशी
रा. १ ला मजला आहुरी सेंटर महाकाली केव्ज रोड
अंधेरी (ईस्ट) मु.४०००९३.

विषय - मौजे विजयपूर व चिखले गांगचे हद्दीपरील
सरकारी नाला माती भराव व कंपनीचे
बांधकाम करुन बंद केलेबाबत नोटीस.

श्री. बाबुराव रामचंद्र चलटे रा. विजयपूर यांनी मौजे विजयपूर व चिखले गावचे हद्दीवर असणाऱ्या नाल्यामध्ये कंपनीने माती भराव करुन अनधिकृतपणे कंपनीचे इमारतीचे बांधकाम केले असल्याची तक्रार केली होती. त्या अनुषंगाने मा.तहसिलदार वाडा व मा. उपविभागीय अधिकारी यांच्या समक्ष दि. २६/१२/२०१० व दिनांक १०/२/२०११ रोजी प्रत्यक्ष स्थळमहाणी केली असता सदर दर्शनी सरकारी नाल्यामध्ये माती भराव व बांधकाम केलेले आढळून आले आहे. कंपनीने केलेले सदरचे माती भराव व बांधकाम हे अनधिकृत व बेकायदेशीर आहे. तरी सदरची नोटीस मिळताचे आठ दिवसात सदरचे नाल्यात केलेला माती भराव व अनधिकृत बांधकाम काढून सरकारी नाला पुर्ववत करावा. तुम्ही तुम्हांस दिलेल्या मुदतीत कार्यवाही न केलेस सदरच्या सरकारी नाल्यातील माती भराव व केलेले इमारतीचे बांधकाम सरकारी यंत्रणे मार्फत काढून टाकून नाला पुर्ववत केला जाईल व त्यासाठी होणारा खर्च जमिन महसूलाची थकबाकी म्हणून तुमच्याकडून वसूल केली जाईल, याची नोंद घ्यावी.

तहसिलदार वाडा

प्रत - १)मा.अपर जिल्हाधिकारी ठाणे यांचेकडे माहीतीसाठी सविनय सादर.
२) मा. उपविभागीय अधिकारी जव्हार विभाग जव्हार यांचेकडे माहीतीसाठी सविनय सादर.
३) मंडळ अधिकारी कोने /तलाठी सजा कोने -
२/- सदरची नोटीस तुम्ही स्वत: समक्ष संबंधीतांना बजावून पोहोच पावती मा.कार्यालयाकडे अहवाल मुदती पुर्व सादर करावा.

तहसिलदार/वाडा

Notice

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No.:- Mahsul/Kra9/Le.1/MAG/KaVi 403/11
Office of Tehsildar, Wada
Date: 11/2/2011

To,

Owner Manager,
M/S Grasim Industries Ltd. Vijaypur, Tehsil Wada, District Thane
Through Mr Ramesh Kedarnath Joshi
R/O 1st floor, Ahuri Sector, Mahakali Caves Road
Andheri (East) Mumbai 400093

Subject:- Complaint against company for closing government nullah on the border of Vijaypur and Chikhale villages by dumping soil and doing construction

Mr Baburao Ramchandra Valte, R/O Vijaypur had made complaint that the company building has illegally constructed by the company after dumping soil in the nullah on the border of Village Vijaypur and Village Chikhale. Inspection of the spot by Hon'ble Tehsildar Wada and Hon'ble Sub Divisional Officer conducted on 26/12/2010 and 10/2/2011 revealed that prima facie soil has been dumped and construction has been made in the nullah. The said soil dumping and construction made by the company is unauthorized and illegal. Therefore, you shall remove the soil dumped and unauthorized construction made in the said nullah within eight days from the date of receiving this notice and restore the previous condition of the government nullah. Notice be taken that if you fail to do the action in prescribed period, the soil dumped and construction of the building shall be removed using the government machinery and infrastructure and the cost for the same shall be recovered from you as pending dues of land revenue.

Tehsildar, Wada

Copy To:-

1) Hon'ble Additional District Collector, Thane, At Javar for information
2) Hon'ble Sub Divisional Officer, Javar Sub Division, Javar for information
3) Circle Officer, Kone/ Talathi Saja Kone

2/- You are instructed to serve this notice on the concerned and submit the acknowledgement and report to this office before the prescribed time limit.

Tehsildar, Wada

[3]

(T.C.)

Annexure R3/18

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UltraTech
ADITYA BIRLA GROUP

Date: March 22, 2011

To,
The Tahasildar
Wada, Thane

Dear Sir,

Sub: Alleged Closure of the Canal

Re: With reference to our letters dated February 7, 2011 and March 10, 2011 addressed to Hon. Sub-Divisional Officer, Jawahar and with reference to letter dated February 23, 2011.

This is with reference to the captioned subject and with reference to your Notice dated March 3, 2011 having reference No. Kra. Mahesul/KOT/Te.1 MAG/KAVI/5295/1333/11.

The Company wishes to inform you that the Company purchased the land at Village Chikale and Kone for setting up new Light Weight Blocks manufacturing Unit at the aforesaid place. The work of the aforesaid factory is in progress and likely to be completed in another 3 months.

The Land for the said Unit was purchased directly from land owners without involvement of any middle man., Neither Shri Babu Ramchandra Valte owns any piece of land in the area nor he was involved in any transactions, It clearly shows that Shri Babu Valte is creating problems and is having malafide intentions of extracting money from the Company.

The Company states that there was no canal when the land was purchased by the Company. The Company has already submitted following documents with Hon. Sub-Divisional Officer, Jawahar:

a. the Google Map,
b. Letter from Chikhale Gram Panchayat wherein they have mentioned that the said Canal was naturally closed over a period of time.

Page2..

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Hence we repeat and reiterate that the Canal was never in existence when we purchased the land.

At the present, we have employed approximately 125 workers (inclusive of workers on contract) from Village Chikhale & Kone. In the event the Company is forced to demolish the building, these workers would be unemployed for further period till the new unit is set up on the land.

Assuming without admitting that there existed a canal on the said land, however, the closure of the said canal has not resulted in the stoppage of any water supply to the Villages Chikale and Kone. It has neither resulted in flooding during monsoon nor resulted in giving rise to any other natural calamity. The alleged closure of canal has not disrupted the day to day life of the villagers and no complaints from closure of the canal has been ever informed to the Company or with Hon. Tahasildar except one Shri Babu Valte, who also has not been able to provide the details of the damage caused by the alleged closure of the canal.

Hence, we respectfully state and submit that the alleged canal never existed when the Company purchased the land. Therefore, the Company requests the Hon. Tahasildar not to pass any order of demolition of the structure/building.

Yours truly,

For Grasim Industries Limited (Cement Division)
(now known as UltraTech Cement Limited)

20/3/11

Dr. M. R. Kalgal
Sr. Vice President (BPD)

(T.C.)

ANNEXURE R3/19 ©

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दि. १०/०३/२०११

प्रति,
मा.तहसिलदार सो.वाडा,
ता.वाडा,जि.ठाणे.

अर्जदार:- अल्ट्राटेक सिमेंट लिमिटेड

विषय:- मौजे-विजयपूर चिखले येथील नाला बंद केल्याबाबतच्या नोटीसी बाबत....

संदर्भ:- आपणाकडील जा.क्र.महसूल/कक्ष-१/टे.१/ कावि/५२९५/ १३३३/११ दि.३ मार्च २०११ अन्वये....

महोदय,

उपरोक्त संदर्भिय पत्रान्वये आपल्या निदर्शनास आणून देत आहोत की, आपली वरील संदर्भिय नोटीस आम्हास दि. ४ मार्च २०११ रोजी मिळाली. व त्याबाबत आम्हाला आमचे म्हणणे मांडण्यास आम्हाला १० दिवसांत उत्तर देवू इच्छितो व तोपर्यत आपण कुठल्याही प्रकारची कार्यवाही करू नये. ही नम्र विनंती.

आपले नम्र.

अल्ट्राटेक सिमेंट तर्फे
(श्री शंशाक जोशी)

१०/३/११
लिपीक
तहसिलदार कार्यालय, वाडा

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Date: 10/03/2011

To,

Hon'able Tahsildar, XX Vada

Tah: Vada, Distt. Thane

Applicant:- Ultratech Cement Ltd.

Subject:- Regarding Notice about closing the nallah at Mauje-Vijaypur

Reference:- Your letter D.No. Gau Kh./K1/Te2 / Zameen Bab / Kavi - 5295 /1333/11, Tehsildar's Office, Wada, Dated March 3, 2011

Sir,

In the above reference letter, we would like to point out that we received your above reference notice on date March 4, 2011. And we want to respond to you within10 days regarding what we have to say about it and until then you should not take any action. This is a humble request.

Sincerely yours

For Ultratech Cement

(Mr Shashaank Joshi)

(T.C.)

ANNEXURE R3/20

अर्ज. क्र. 6370/19
अर्ज दाखल तारीख 28/11/19
अर्ज नोंदणीची तारीख 15 NOV 2019
सदरचा समरी तारीख 15 NOV 2019
सदरचा ऑर्डर होणेची तारीख 15 NOV 2019
सदरचा ऑर्डर अर्ज कोणी तक्रारदार/वकील/पोलिस/सरकार
एकूण पृष्ठसंख्या 17
एकूण रक्कम 68

Adv. H.P.Pathak for S.S.Yadav

अधिक्षक
दिवाणी न्यायालय व वरिष्ठ स्तर ठाणे

15 NOV 2019

फिर्यादीस हजर असलेले आहे.
दाखल्यांचे मूल्यांकन करणे
बाकी आहे

24/3/11

सहायक अधीक्षक (न्यायिक)
दिवाणी न्यायालय, व. स्तर, ठाणे

यादीप्रमाणे ... कागदपत्रे दाखल
यादी आज दिनांक ... रोजी
सेवेत हजर केले 29 MAR 2011

अधीक्षक
दिवाणी न्यायालय, व. स्तर, ठाणे

29 MAR 2011

मुद्देमाल क्र. 92-03/19

prima facie it seems proper remedy of this application is sought remedy objection about remedy is other mine

objection (complied)
(H. Gawali Kanda)
31/3/2011

31.3.2011

दिवाणी न्यायालय, वरिष्ठ-स्तर, ठाणे
दिवाणी न्यायालय, ठाणे
दिवाणी न्यायालय, ठाणे
दिवाणी न्यायालय

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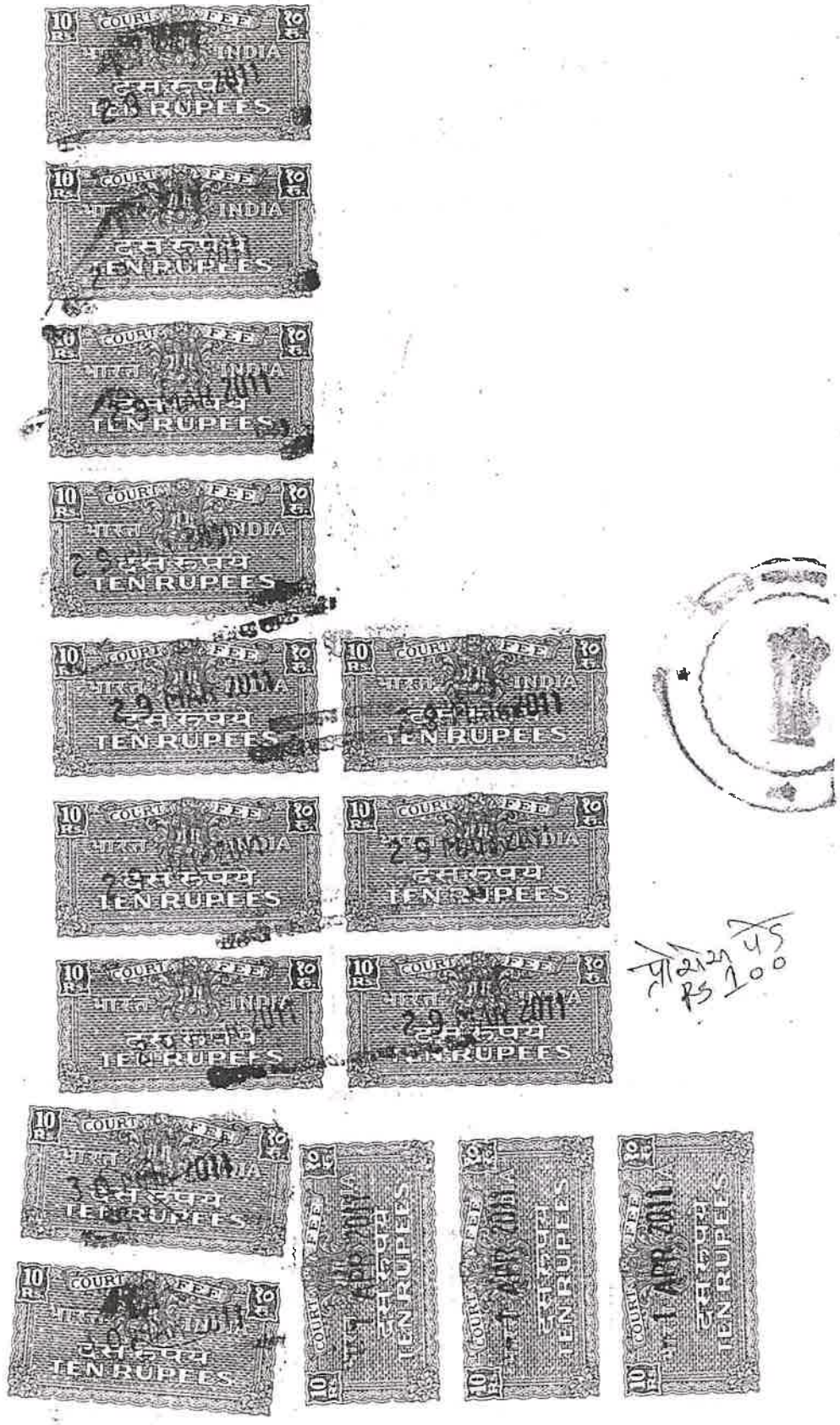
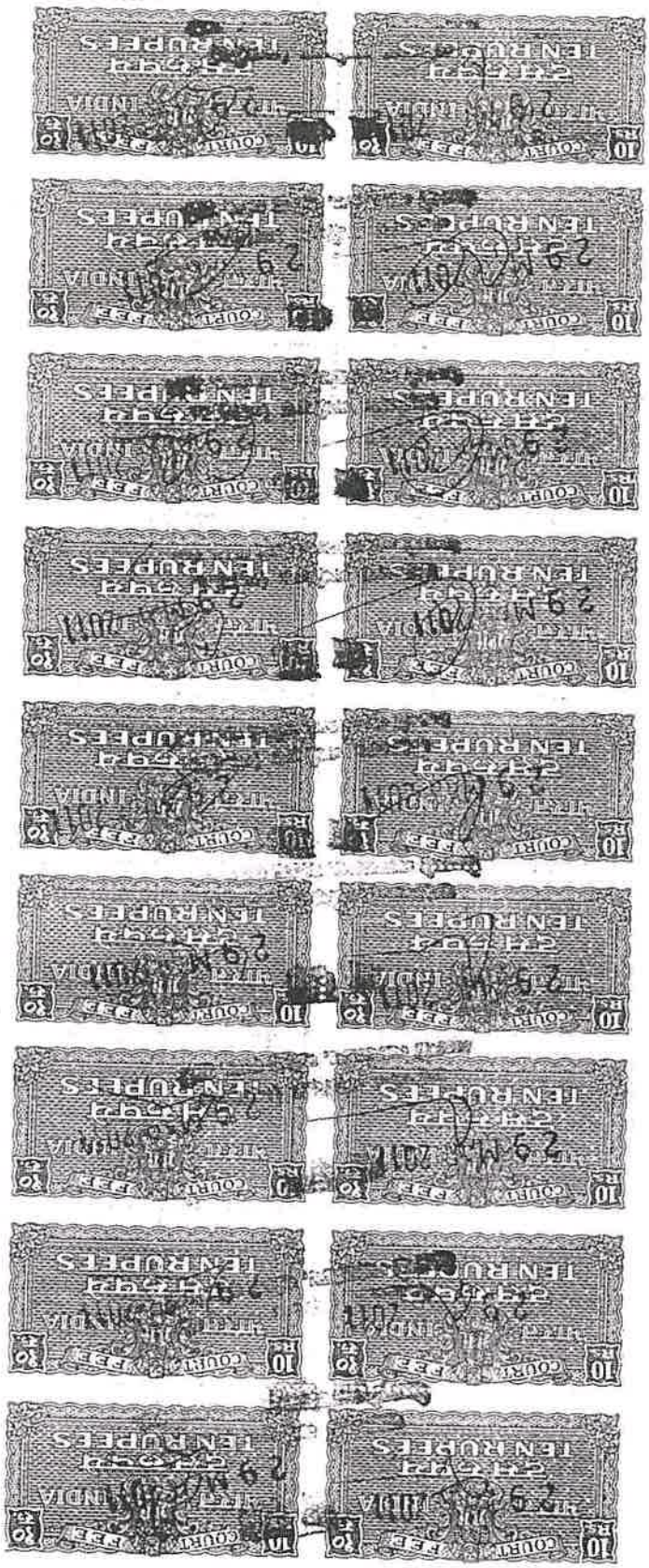
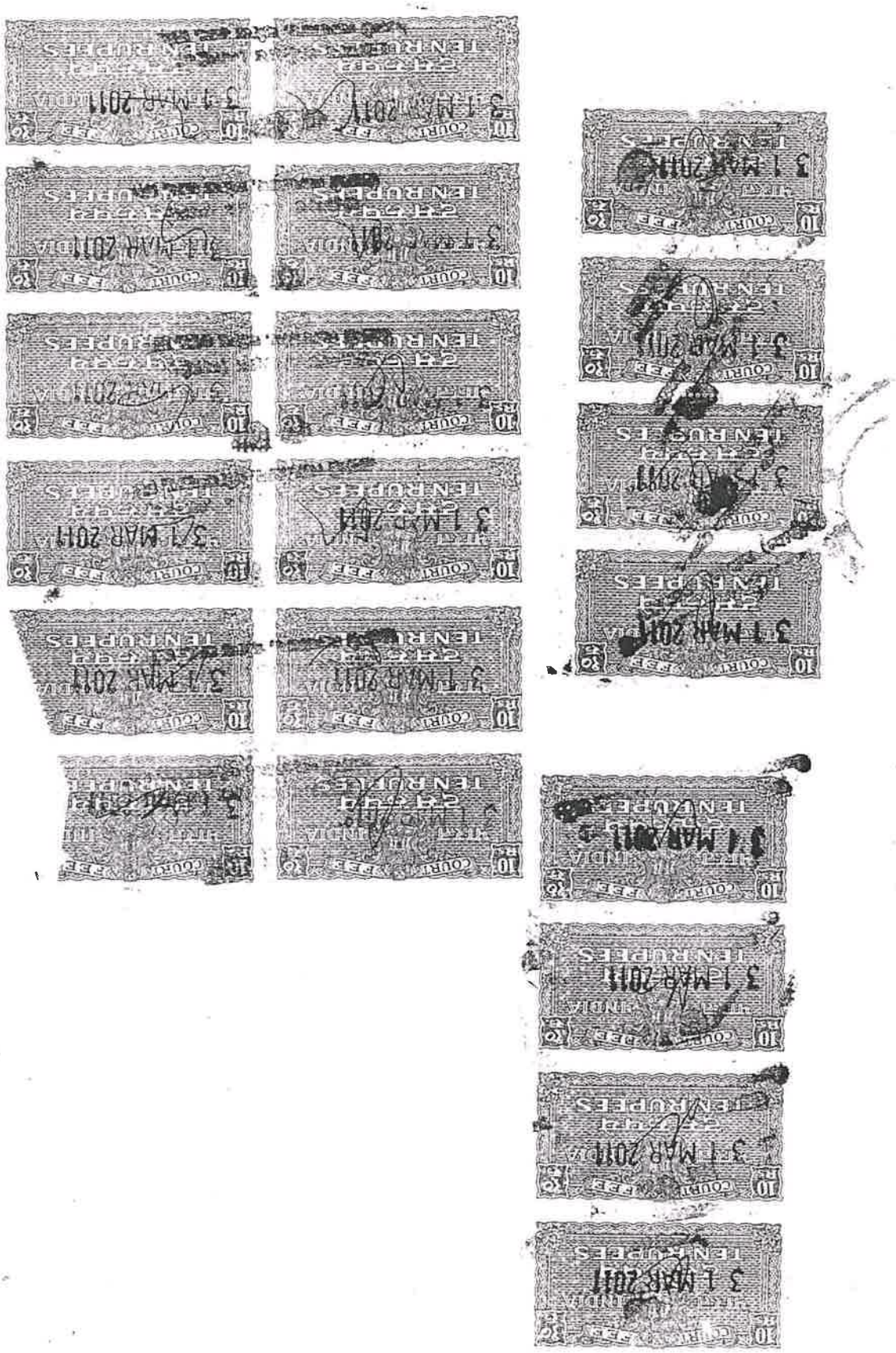


371



372



6)

29 MAR 2011

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IN THE COURT CIVIL JUDGE (SD) THANE

AT THANE

29 MAR 2011

Regular Civil Suit No. 180 of 2011

M/s. Ultra Tech Cement Ltd
(Then known as
M/s. Grasim Industries Ltd),(Cement Division)
A Private Ltd Company
Registered under the Companies At 1956
Having office at Vijaypur,
Taluka-Wada
Dist- Thane
Through its Authorized Representative
Mr. Prasad Sharad Dighe, Age- 45
Asst. Vice President -- Plaintiff

V/s

1) The Tahsildar,
Taluka -Wada,
Dist- Thane

2) State Of Maharashtra -- Defendants
Through Collector,
Collector Office,
Thane.

A SUIT FOR DECLARATION AND INJUCNTION VALUED AT RS. 1000/- FOR ALL PURPOSES.
COURT FEE OF RS. 400/- IS PAID HEREWITH.

The Plaintiff Begs Submit As Under:

1) The Plaintiff is a Company registered and incorporated under the Companies Act 1956. It is submitted that the Plaintiff is involved in the business of manufacture, distribution and marketing cement and allied products. It is submitted that vide a merger dated the

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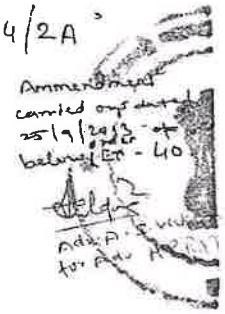
Plaintiff Company merged with M/s. Grasim Industries (Cement Division). The Plaintiff relies upon the said merger documents.

2) The Plaintiff submits that they intended to open a new factory for the purpose of setting up a new project of CEMENT BLOCK PLANT. Accordingly the Plaintiff vide a Deed Of Conveyance dated 13/4/2009 purchased a suitable property bearing Survey No. 61/1, 61/2, 94/1, 95/3, 95/4 and 95/5 from Mrs. Aruna Sambre & others for the consideration mention in the said Deed. The property viz. Survey No. 61/1, 61/2, 94/1, 95/3, 95/4 and 95/5 S.No. 94/2A lying, being and situate at Village Chikhale, and Vijaypur, Taluka – Bhiwandi, District Thane is hereinafter referred to as the "Suit Property". The said Deed of Conveyance dated 13th April 2009 is duly registered with the Sub-Registrar of Assurances at Wada, under document no. 598 of 2009. Vide the said Deed of Conveyance the Plaintiff became the absolute owner of the Suit Property. The Plaintiff since then is in absolute and peaceful possession of the Suit Property as an owner thereof.



3) The Plaintiff since had purchased the Suit Property for the purposes of starting and setting up a new plant of Cement Block, approached the various

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requisite Authorities for obtaining suitable and necessary permissions for the same, a list whereof is mentioned hereinbelow: -

i) No objection dated 27.05.2009 certificate from Grampanchayat, Chikhale-Savarkhand-Goleghar for canal excavation.

ii) No objection certificate from Grampanchayat, Kone for obtaining No-Objection from Pollution Authorities.

iii) Permission dated 02.07.2009 from Grampanchayat, Kone for carrying out new construction.

iv) Letter dated 22.09.2009 issued by Collector regarding permission under the provisions of Maharashtra Land Revenue Code.

v) Letters dated 16.02.2010 and 18.02.2010 from Electricity Board sanctioning installment of DG set in the plant premises.

vi) Permission dated 08.04.2010 from Town Planning and Assessment Department for permission for construction.

vii) No objection dated 15.04.2010 from Mahatma Gandhi Tantamukta Gaon Committee, Kone – Vijaypur for closure of Canal.

viii) Letter dated 29.05.2010 from Grampanchayat, Chikhale certifying that the Canal is naturally closed.

ix) Letter dated 18.06.2010 to the Collector, Javhar seeking permission to use the land on the closed Canal.

x) Letter dated 19.10.2010 to the Grampanchayat, Kone explaining that the Canal never existed.

4) The Plaintiff submits that long back before the Suit Property was purchased by the Plaintiff vide the registered Deed of Conveyance there was a Canal flowing under/beneath some part of the Suit Property. The Plaintiff submits that the fact of existence of any Canal beneth the Suit Property was/is not even known to the Plaintiff. However as per the various letter / certificates issued from the Competent Authorities which clearly mention that the Canal then in existence beneth the Suit Property has been naturally closed without any interruption from any human activities; the Plaintiff assumes the same without admitting it. The letters / sanctions / certificates issued by the Competent Authorities clearly demonstrate that the Canal has been naturally closed. In certain correspondence viz. letter dated 22.03.2011 etc. by the Plaintiff with the Tahasildar officer, Wada the Plaintiff has clearly explained this fact in detail.

5) The Plaintiff submits that all of a sudden on 24.10.2010 the Plaintiff received a notice from the Grampanchayat, Kone regarding the receipt of complaint made by one Mr Baburao R. Walte for closure of old Canal. Similarly on 01.12.2010 two notice were issued to the Plaintiff from Tahasildar, Wada of having received a complaint about closure

of Canal and calling upon the Plaintiff for submission of documents regarding payment of royalty. Similarly the second notice mentioned about illegal construction carried out by the Plaintiff and calling upon for submission of the plans sanctioned by the Town Planning Authority. The Plaintiff initiated some enquiry as regards the rights of the said person / complainant Mr Baburao R. Walte in the Suit Property. The Plaintiff on this count submits that the Plaintiff has duly purchased the Suit Property directly from the then owners thereof vide a duly registered Deed of Conveyance as mentioned hereinabove. The Plaintiff thus submits that there was no claim and/or involvement of any other persons in the same. The Plaintiff thus states that the said Mr Baburao R. Walte has no rights, title and interest in the Suit Property of whatsoever nature. The complaints made by the said Mr Baburao Walte are absolutely baseless and are made with malafide intentions to extort money from the Plaintiff company.

6) Be that as it may, the Plaintiff since received a letter from Tahasildar, Wada asking about all the relevant documents in respect of the Suit Property, the Plaintiff caused a letter dated 22.03.2011 and thereby explained in detail about acquisition of

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rights by the Plaintiff from the original owners and even obtainment of various permissions / sanctions from the Competent Authorities. The Plaintiff even relied upon a certificate dated 29.05.2010 issued by the Grampanchayat, Chikhale certifying that the Canal then existing beneth the Suit Property has been naturally closed without any human acts much less the Plaintiff.

7) The Plaintiff though submitted all the necessary documents to the Tahasildar, Wada, suddenly the Tahasildar, Wada issued a notice dated 11.02.2011 thereby allegedly mentioning that he has inspected the Suit Property and thereby calling upon the Plaintiff to restore the Canal and threatened to demolish the whole structure of the Plaintiff over the Suit Property, in case the Plaintiff fails to comply with the notice within 8 days. The Plaintiff was utterly shocked to see such a notice being issued at the hands of Tahasildar, Wada; which was sent at the behest and undue influence of the said Mr Baburao R. Walte. It is pertinent to note that Mr. Baburao R. Walte had also filed a Regular Civil Suit no. 38/2009 in respect of Survey No. 95/5 claiming his rights over the same, before the Civil Judge (JD) Wada in order to harass the Plaintiff. The suit is presently dismissed by the said

court. The Tahasildar, Wada seems to under a clout of Mr Baburao R. Walte and therefore without any legal right and authority has also threatened the Plaintiff that in case it does not demolish the present structure upon the Suit Property and restore it within 8 days, the same shall be done by the Defendant no.1 by its own machinery. The said act of the Defendant no.1 is prima facie ultra vires and beyond the power and scope vested upon it by the Law. The said notice dated 11.02.2011 is nothing but an absolutely illegal act on the part of Defendant no.1. The said act on the part of Defendant no.1 is a nullity since the same was caused without any power and authority. The Plaintiff without admitting the fact of having inspected the Suit Property by the Defendant no.1 submits that no notice of any kind was ever given to the Plaintiff in that regard. No opportunity thus was ever given to the Plaintiff to put its case. The purported inspection of the Suit Property was done in the absence of the Plaintiff. Be that as it may, after having received a notice dated 11.02.2011, the Plaintiff immediately caused a reply dated 23.02.2011 to the Tahasildar, Wada and explained in details the true facts along with all the necessary permissions / sanctions given by the Competent

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Authorities in favor of the Plaintiff for construction activities over the Suit Property.

8) The Plaintiff submits that without taking any cognizance of the reply dated 23.02.2011 sent by the Plaintiff, the Defendant no.1 again caused a reminder dated 03.03.2011 thereupon threatening the Plaintiff to act upon the notice dated 11.02.2011 thereby demolishing the structure standing on the Suit Property within 3 days. The Plaintiff after having received the same, immediately caused another reply dated 22.03.2011 and again submitted all the necessary permissions / sanctions / documents proving the validity of the structure of the Plaintiff over the Suit Property. By a letter dated 22.03.2011 the said fact of issuance of notice dated 03.03.2011 by Tahasildar, Wada to the Plaintiff was made known to the Sub-Divisional Officer, Javhar; however on having acknowledged the illegal acts of the Tahasildar, The SDO officer though empowered refrained himself from taking any action over the said notice dated 11.02.2011 and 03.03.2011.

9) The Plaintiff submits that the act of issuing notices dated 11.02.2011 and that of 03.03.2011 threatening to demolish the structure of the

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Plaintiff standing upon the Suit Property are absolutely illegal, null and void and beyond the powers vested in him by the Law. The Plaintiff in the premises is certainly entitled to a declaration that the said acts on the part of the Defendant no.1 thereby issuing the aforesaid notices is a nullity. The Plaintiff submits that the Tahaslidar is certainly not the office to decide the legality and illegality of any structure. In present case, the Tahasildar has illegally acted beyond the powers vested in him, which has resulted into issuance of the notices dated 11.02.2011 and that of 03.03.2011 to the Plaintiff. The Plaintiff thus submits that the said acts on the part of Defendant no.1 are nullity and are entitled to a declaration in respect thereof.

Para No. "9-A & 9-B" added as order below Ex-40 dated 25/9/13

Adv. A.S. Valvo

10) The Plaintiff apprehends that the Defendant no.1 at the behest of the said Mr Baburao R. Walte who is bent upon to extort money from the Plaintiff, may act upon the said illegal notices dated 11.02.2011 and notice dated 9/5/2011, 8/7/2011 & 13/7/2012 and that of 03.03.2011 and may demolish the structure of the Plaintiff standing upon the Suit Property. In the premises the Plaintiff is entitled to an order of injunction restraining the Defendant no.1, its officers or any person claiming or acting on its behalf from acting upon the notices dated

Ammendment carried out order below Ex. 40 dated 25/9/13

Adv. A.S. Valvo

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'and notice dated 9/5/2011, 8/7/2011 & 13/7/2012

11.02.2011, 03.03.2011 and/or from demolishing the structure of the Plaintiff over the Suit Property or any part thereof and/or from doing any acts detrimental to the rights of the Plaintiff qua the Suit Property. For the grant of injunction the Plaintiff has proved a strong prima facie case. The balance of convenience is certainly in favor of the Plaintiff alone. The Plaintiff alone would suffer an irreparable loss if an injunction as prayed is refused.

Ammendment carried out order below Ex-10 dated-25/9/13

Adv. A.S. Kothari

11)The cause of action firstly arose on 11.02.2011 when the Defendant no.1 a notice to the Plaintiff threatening to demolish the structure of the Plaintiff over the Suit Property. It again arose on 03.03.2011 when the Defendant no.1 caused a reminder to the Plaintiff thereby again threatening the Plaintiff to demolish the structure over the Suit Property. The suit thus is filed within limitation and no part of the claim is barred by the law of limitation. No reliefs are claimed against Defendant No.2 but is a necessary party to the present suit.

12)The Defendants since are the Government officials a prior notice u/s 80 of Civil Procedure Code, 1908 is mandatory, however considering the urgency of the matter the Plaintiff has separately applied for

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dispensing with the said notice u/s 80 of the Code of Civil Procedure, 1908.

13)The Plaintiff submits that since the acts of issuing impugned notices dated 11.02.2011 and that of 03.03.2011 by the Defendant no.1 are itself illegal and are a nullity the Civil Court has jurisdiction for grant of declaration in respect thereof. The Suit Property viz. Survey No. 61/1, 61/2, 94/1, 95/3, 95/4 and 95/5 lying, being and situate at Village Chikhale, Mouje Vijaypur, Taluka – Bhiwandi, District Thane is situated within the local jurisdiction of this Hon'ble Court and hence this Court has jurisdiction to try, entertain and dispose of the present suit.

14)For the reliefs of declaration and injunction the Plaintiff has valued the present suit for Rs. 2 crore/- 2000/- and a necessary court fee of Rs. ~~2000/-~~ 400/- paid herewith.

15)The Plaintiff relies upon the documents a list whereof is separately filed and further shall rely upon the documents as and when produced in the Hon'ble Court.

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16)The Plaintiff craves leave of this Hon'ble Court to add, alter, amend the pleadings as and when required and as the Hon'ble Court permits.

17)The Plaintiff therefore prays that: -

i) It may be ordered, decreed and declared that the acts of Defendant no.1 of issuing notices dated 11.02.2011 and 03.03.2011 and notice dated 9/5/2011, 8/7/2011 & 13/7/2012 are illegal, null and void and not binding upon the Plaintiff.

ii) It may be ordered decreed and declared that the acts of Defendant no.1 of issuing notices dated 11.02.2011 and 03.03.2011 and notice dated 9/5/2011, 8/7/2011 & 13/7/2012 are a nullity.

iii) The Defendant no.1 its agents, servants, officers or any person claiming through or acting on its behalf may be restrained by an appropriate order and decree of permanent prohibitory injunction restraining it from acting upon the notices dated 11.02.2011, 03.03.2011 and notice dated 9/5/2011, 8/7/2011 & 13/7/2012 and/or from demolishing the structure of the Plaintiff over the Suit Property or any part thereof and/or from doing any

Ammendment carried out order below Ex-40 dated- 25/9/2013
Adv. A.S. Vaidya

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acts detrimental to the rights of the Plaintiff qua the Suit Property.

iv) Interim relief in terms of prayer clause (iii) above be granted.

v) Any such other and further relief as the Hon'ble Court deems fit and proper may be granted in favor of Plaintiff as the nature and circumstances of the case may require.

Bhiwandi

Dated: 29/3/2011

PSDighe
Plaintiff

VERIFICATION

I, Prasad Sharad Dighe, the Asst. Vice President of the Plaintiff do hereby state on solemn affirmation that whatever is stated hereinabove is true and correct to the best of my knowledge, belief and information and I believe the same to be true and correct. In testimony whereof I put my hand hereunto at Thane on this 29th day of March 2011.

PSDighe
Deponent

Advocate for Plaintiff
(Adv. Gaurish Kadam)

छायांकीत करणार।
हजुवात करणार।

खरी प्रत
अधीक्षक
दिवाणी न्यायालय व, ठाणे

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अर्ज. क्र. 8270/10
अर्ज दाखल तारीख
अर्ज बोदल्याची तारीख 15 NOV
वकील तर्फे दाखल तारीख
वकील तर्फे अर्ज बोली तारीख
वकील तर्फे अर्ज बोली त्यांचे नांव
एकूण पृष्ठसंख्या 02
एकूण रक्कम 08/-
अधीक्षक
दिवाणी न्यायालय व सह. ठाणे

IN THE COURT OF THE HON'BLE CIVIL JUDGE (SENIOR DIVISION)
BHIWANDI AT THANE
REGULAR CIVIL SUIT NO. 180 OF 2011

M/s Ultra Tech Cement Limited ... Plaintiff

Versus

The Tahasildar,
Taluka Wada and others ... Defendants

15 NOV

LIST OF DOCUMENTS

1) Power Of attorney.
2) Deed of Conveyance dated 13/4/2009.
3) No objection dated 27.05.2009 certificate from Grampanchayat, Chikhale-Savarkhand-Goleghar for canal excavation.
4) No objection certificate from Grampanchayat, Kone for obtaining No-Objection from Pollution Authorities.
5) Permission dated 02.07.2009 from Grampanchayat, Kone for carrying out new construction.
6) Letter dated 22.09.2009 issued by Collector regarding permission under the provisions of Maharashtra Land Revenue Code.
7) Letters dated 16.02.2010 and 18.02.2010 from Electricity Board sanctioning installment of DG set in the plant premises.
8) Permission dated 08.04.2010 from Town Planning and Assessment Department for permission for construction.
9) No objection dated 15.04.2010 from Mahatma Gandhi Tantamukta Gaon Committee, Kone – Vijaypur for closure of Canal.
10) Letter dated 29.05.2010 from Grampanchayat, Chikhale certifying that the Canal is naturally closed.
11) Letter dated 18.06.2010 to the Collector, Javhar seeking permission to use the land on the closed Canal.
12) Letter dated 19.10.2010 to the Grampanchayat, Kone explaining that the Canal never existed.
13) ~~Letter dated 19.10.2010 to Grampanchayat, Kone~~
14) Notice dated 24.10.2010 from Grampanchayat, Kone regarding receipt of Complaint of Baburao R. Valte .
15) Notice dated 1.12.2010 from Tahsildar Wada regarding complaint received about closure of canal and asking for submission of documents regarding payment of royalty.
16) Notice dated 1.12.2010 from Tahsildar, Wada regarding illegal construction and submission of map sanctioning by Town Planning Authority.

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16) 16) Notice dated 07.12.2010 from Tahsildar, Wada.

17) 18) Letter dated 7.2.2011 to Sub-divisional Officer.

18) 19) Notice dated 11.02.2011 from Tahsildar, Wada regarding Demolition of structure.

19) 20) Letter dated 23.02.2011 to Tahshildar, Wada.

20) 21) Notice dated 3.3.2011 by Tahshildar for submission of documents.

21) 22) Notice dated 3.3.2011 from Tahsildar, Wada regarding Demolition of structure.

22) 23) Letter dated 22.03.2011 to Tahshildar, Wada.

23) 24) Letter dated 22.03.2011 to Sub-Divisional Officer

24) 25) Map

25) 26) Photographs

Thane

Dated: 29/3/2011

Advocate for Plaintiff

(Gaurish Kadam)

छायांकीत करणार।

खजुवात करणार।

खरी प्रत

अधीक्षक

दिवाणी न्यायालय व. स्तर ठाणे

15 NOV 2019

(T.C.)

ANNEXURE R-3/21

पृ. 38

दावा क्र. 2339/11
दावा दाखल तारीख 13/04/11
दावा नोंदल्याची तारीख 13/04/11
नक्कल तयार तारीख 20 MAY 2011
नक्कल अदा केली तारीख 20 MAY 2011
नक्कल घेणाऱ्याची अदा केली तारीख
एकूण कोर्टफी रु. 2
एकूण टपाल खर्च रु. 8/-
(क. 4 प्रमाणे)

अ.क. 5 वरील दावा पारीत
नंतर अ.क. 5 वरील दावा गतली

भिवंडी येथील मे. जोड दिवाणी न्यायालय (वरिष्ठ स्तर) भिवंडी

यांचे न्यायालयात

(आर.ए. फोनाने)
जे.सी. वकील
दिवाणी न्यायालय, व. स्तर, भि.
20 MAY 2011

रे. मु. नं. १८० / २०११

मेसर्स अल्ट्राटेक सिमेंट लिमिटेड ..... वादी

विरूध्द

मे. तहसिलदार भिवंडी व इतर ..... प्रतिवादी

अर्ज वादी तर्फे प्रतिवादींविरूध्द

स्टेटस्को आदेश मिळणेबाबत,

सदर दावा वादीने प्रतिवादींविरूध्द जाहिरनाम्याकरीता व मनाई हुकूमाकरीता दाखल केले आहे. सदर दाव्यातील प्रतिवादी यांना समन्स व नोटीसची बजावणी झालेली असून त्यांनी जबाब व कैफियत दाखल केलेले नाही. त्यामुळे वादीला प्रतिवादींविरूध्द स्टेटस्को आदेश मिळणे गरजेचे आहे. कारण प्रतिवादी हे वादीचे दावा मिळकत बेकायदेशीररित्या सदर दावा अस्थित्वात असतांना देखील कधीही तोडण्याची शक्यता आहे. त्यामुळे वादीचे पैश्याने कधीही भरून न येणारे असे नुकसान होऊन वादीला सदर दावा दाखल करून मे. कोर्टाकडून केलेली मागणी साध्य होणार व वादीला सदर दावा दाखल करून काही उपयोग होणार नाही. जर वादीला प्रतिवादींविरूध्द स्टेटस्को आदेश दिला तर प्रतिवादी यांचा कुठल्याही प्रकारचे नुकसान होणार नाही. याउलट वादीला प्रतिवादींविरूध्द स्टेटस्को आदेश दिलेला नसल्याचा गैरफायदा घेऊन प्रतिवादी हे वादीचे दावा मिळकत बेकायदरेशरित्या तोडून टाकण्याचा प्रयत्न करतील. म्हणून सदर

keep for order since def. is granted to file of say.
CSSOBlw
21/4/11

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दाव्यात वादीला प्रतिवादींविरूध्द आजरोजी स्टेटस्को आदेश मिळणे वादीच्या दृष्टीने अत्यंत आवश्यक आहे.

तरी सदर दाव्यात वादीला प्रतिवादींविरूध्द निशाणी ५ च्या अर्जाचा निकाल लागेपर्यंत स्टेटस्को आदेश मिळणेस मे. कोर्टास विनंती आहे.

को. दा. ता.

६/४/२०११

.....

वादीचे वकील.

ORDER

Perused the application. Defendant no.1 Tahasildar, Wada appeared through A.C.P., but failed to file say to this application. So also defendant no.1 has not filed written statement and say to Exh.5 and sought further time to file the say. Vide application Exh.16.

On behalf of plaintiff it is urged that, the matter being urgent, since the defendant no.1 has issued notice for demolition within ~~four~~ three days considering the fact that, the defendant has not filed say and sought further time for filing the same it requires that, the defendant no.1 should abstained from acting upon his notice and for that purpose status quo by both the parties i.e. plaintiff and the defendant no.1 should maintain status quo till filing of say by defendant no.1. Hence, it is hereby directed that both the plaintiff and defendant no.1 should maintain status quo till filing say by the defendant no.1 to the application Exh.5.

Bhiwandi.
Date: 08.04.2011.

(S. Z. Pawar)
C.J.S.D., Link Court, Bhiwandi.

Seen.
8/4/2011

Seen.
Tahasildar office Wada
Dist. Thane 21/4/2011

सांगळे

20 MAY 2011

ANNEXURE R3/22

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re.lwp 32

क्र.रेतीगट/जि.ख.अ/कावि-१४६/११-१२
जिल्हाधिकारी कार्यालय ठाणे
दिनांक:- १६/०८/२०११

Exh-K

प्रति,
मा. जिल्हाधिकारी सो,
ठाणे

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विषय:- अनाधिकृत गौणखनिज उत्खननाबाबत.
मौजे-विजयपुर पो.कोने-वाडा.
संदर्भ:- आपले पत्र क्र.रेतीगट/गौख/डे-४/कावि/र.नं.३२१०७/११
दि. ६/६/२०११

महोदय,

उपरोक्त संदर्भाकित विषयास अनुसरुन सादर करण्यात येते की, मौजे-विजयपुर पो.कोने येथील ८.६४.९ हे क्षेत्रात विकास करुन कारखाना उभारणीसाठी केलेले उत्खनन व भराव तपासणीसाठी मी दि.४/६/२०११ रोजी प्रत्यक्ष मौजे-विजयपुर पो.कोने ता.वाडा येथे भेट दिली त्यावेळी माझ्या सोबत मंडळ अधिकारी कोने तसेच कंपनीचे कर्मचारी श्री.विरेंद्र जाधव व शत्रुघ्न महापुल हे उपस्थित होते.

उपरोक्त तपासणीच्या दिवशी कंपनीचे अधिकारी/कर्मचारी यांचेकडे त्यासंपूर्ण क्षेत्रातील बांधकाम दर्शविणारा नकाशा उपलब्ध झाला नाही. सदरचा नकाशा उपलब्ध नसल्यामुळे एकूण क्षेत्रापैकी किती क्षेत्रात इमारती, गोडावुन इ.उभे राहीले याची माहिती सांगता येणे अशक्य होते. त्यानंतर कंपनीकडे नकाशाबाबात वारंवार मागणी केल्यानंतर कंपनीने नकाशा दि.२/८/२०११ रोजी उपलब्ध करुन दिला आहे. त्यामुळे सदर प्रकरणी अहवाल देण्यास ऊशीर झालेला आहे.

तपासणीच्या दिवशी कंपनीचे क्षेत्रात संबंधितांसह पाहणी केली असता ब-याच ठिकाणी गोडाऊन, इमारती झाल्याने पुर्वी त्या जागेत किती उत्खनन झाले व किती परिमाणाचा भराव झाला हे सांगता येणार नाही. परंतु सदर प्रकरणी मंडळ अधिकारी यांनी केलेले पंचनामे तसेच तहसिलदार वाडा यांचा अहवाल तसेच प्रत्यक्ष जागेवरील भौगोलिक परिस्थिती इ.बाबींचा अभ्यास केल्यानंतर कंपनीचे क्षेत्रात झालेल्या उत्खनन व भरावाचा अहवाल खालीलप्रमाणे सादर करण्यात येत आहे.

कंपनीचे एकुण क्षेत्राची माहिती खालीलप्रमाणे आहे.

अ.क्र	गांवचे नांव	स.नं.	क्षेत्र (हे.आर)
१)	विजयपुर	९४/१	०.७४.०
२)	विजयपुर	९४/२/अ	२.४४.०
३)	विजयपुर	९५/३/१	१.४०.०
४)	विजयपुर	९५/४	१.८१.०
५)	विजयपुर	९५/५	१.०५.०
६)	विजयपुर	९५/६	०.१६.०
७)	विजयपुर	९५/७	०.२०.०
८)	चिखले	६१/१	०.९९.०
९)	चिखले	६१/२	०.५४.९
		एकुण	८.६४.९ म्हणजेच ८६४१० चौ.मी.

कंपनीचे क्षेत्र हे उत्तर-दक्षिण लांब असुन दक्षिणेस नाला आहे. कंपनीच्या उत्तरेकडील भागात असलेल्या टेकडीचे कंटींग करुन उत्खनन झाल्याचे दिसुन येते. त्याठिकाणी त्याची उंची ३ मी. आहे. सदरची टेकडी उत्तरेकडून-दक्षिणेकडे उतरत्या स्वरुपाची असल्याचे दिसुन येते. सदर टेकडीचे उत्खनन करुन त्याभागातील सखल क्षेत्रात समतल करण्यासाठी भरले असल्याचे आढळुन येते त्याची मोजमापे खालीलप्रमाण आहेत.

लांबी	रुंदी	उंची	आर
१५मी.	७७मी.	१.५मी.	१६७७आर

वरीलप्रमाणे उंचवटयाचे उत्खनन झालेले असुन त्यातुन निघालेल्या गौणखनिजाचा उपयोग झालेला आहे. कंपनीने त्यांच्या मालकीच्या जागेच्या हद्दीवर सुरक्षा भिंतीचे बांधकाम केलेले आहे. त्याचे मोजमाप खालीलप्रमाणे आहे.

लांबी	रुंदी	उंची	ब्रास
१२५०मी.	१मी.	०.७५मी.	३३१ ब्रास

पुर्वेकडील दुपारे पाडा ते चिखले गाव रस्त्यापासुन ते कंपनीपर्यंतचा रस्ता निर्माण करण्यासाठी झालेल्या उत्खनन व भरावाचे मोजमाप खालीलप्रमाणे आहे.

लांबी	रुंदी	उंची	ब्रास
२७५ मी.	१० मी.	१मी.	९७२ ब्रास

या व्यतिरिक्त सदर कंपनीने प्रोडक्शन बॉक्स, ड्रायमिक्स प्लॅन्ट, पम्प अॅन्ड सॅम्पल रुम, ऑफिस रुम चे बांधकाम झालेले आहे त्याचे मोजमाप खालीलप्रमाणे आहे.

	लांबी	खोली	परिमाण
प्रोडक्शन बॉक्स	१०५४९ चौ.मी	१.५ मी.	५५९१ ब्रास
ड्रायमिक्स प्लॅन्ट	१७७५ चौ.मी	१.५ मी	९४१ ब्रास
पंम्प अॅन्ड सॅम्पल रुम	५२० चौ.मी	१.५मी.	२७६ ब्रास
ऑफिस रुम	५५० चौ.मी	१.५मी	२९२ ब्रास x ३ बिल्डींग ८७६ ब्रास

गटारे (नाली)

१.	२५मी	१मी	१मी	९ ब्रास
२.	२८मी	१मी	१मी	१० ब्रास
३.	४५मी	१मी	१मी	१६ ब्रास

एकूण ७७१९ ब्रास

वरीलप्रमाणे रस्ता, नाले, गटारे, कंपनीचे इमारती व गोडाऊन चे ऑफिस या संपूर्ण बांधकामासाठी १२८९९ ब्रास दगड व माती इ. गौणखनिजाचा वापर झाल्याचे आढळते. तपांसणीच्या दिवशी कंपनीच्या संपुर्ण क्षेत्रात कुठेही नाला वाहत असल्याच्या खुणा अथवा नाल्या शेजारी पाणयठयात वाढणारी वनस्पती आढळुन आलेली नाही. त्यामुळे सदर क्षेत्रात नाला होता किंवा कसे हे समजु शकले नाही. मात्र सदयस्थितीत कंपनीच्या दक्षिण बाजुस नैसर्गिक नाला वाहत असल्याचे आढळुन आलेले आहे.

करीता पुढील कार्यवाहीस्तव

जिल्हा खनिकर्म अधिकारी ठाणे

प्रत – १. मा.अव्वर जिल्हाधिकारी यांना माहितीसाठी सविनय सादर.
२. मा.उपविभागीय अधिकारी जव्हार यांना माहितीसाठी सविनय सादर.
३. तहसिलदार वाडा यांना त्यांचेकडील मुळ कागदपत्रांच्या एकूण ६ नस्तीसह पुढील कार्यवाहीसाठी रवाना.

जिल्हा खनिकर्म अधिकारी ठाणे

तहसिलदार कार्यालय वाडा
दिनांक 19 AUG 2011
शाखा: MMV
विषय:
आवक क्र.
जावक क्र.
नाजर नोंदणी क्र.

"माहितीचा अधिकार अधिनियम २००५
अन्वये देण्यात आलेली माहिती"

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No.:- Retigat/ZiKhaA/KaVi-146/11-12
Office of District Collector, Thane
Date:- 16/08/2011

To,
Hon'ble District Collector,
Thane

Subject:- About unauthorised mining of minor minerals
Village Vijaypur, Post Kone-Wada

Reference:- Your letter no. Retigat/GauKha/Te-4/Kavi/R.No.32100/11 Dated 6/6/2011

Sir,

With respect to the aforementioned subject, it is submitted that I personally visited Village Vijaypur, Post Kone Tehsil Wada on 4/6/2011 to inspect mining and land filling for construction of factory on 8,64.9 Hector area at Village Vijaypur, Post Kone. I was accompanied by the Circle Officer Kone and company employees Mr Virendra Jadhav and Shatrughna Mahapul at that time.

Map showing construction in entire area was not available with the officers/ employees of the company on the date of the said inspection. Since the said map was not available, it was impossible to provide information as to buildings, godowns etc have been built on how much of the total area. Later, after making repeated demands, the company provided map on 2/8/2011. Therefore, there has been delay in submitting report in the said matter.

Inspection of company area along with people concerned on the date of inspection revealed that since godowns, buildings have come up at many places, it would not be able to state how much excavation has been done in that place and how much land filling was done previously.However, after studying punchanamas drawn by Circle Officer in the said matter and report of Tehsildar Wada and studying physical condition at the site, report of excavation and land filling in the company area is being submitted as follows:-

Information about the total area of company is as follows:-

Sr. No.	Name of Village	S. No.	Area (Hector Are)
1	Vijaypur	94/1	0.04.0
2	Vijaypur	94/2/A	2.44.0
3	Vijaypur	95/3/1	1.40.0
4	Vijaypur	95/4	1.82.0
5	Vijaypur	95/5	1.05.0
6	Vijaypur	95/6	0.16.0
7	Vijaypur	95/7	0.20.0
8	Chikhale	61/1	0.99.0
9	Chikhale	61/2	0.54.9
		Total	5.64.9 i.e. 86,490 Sq. M.

Area of company is spread North-South and a nullah is situated to the South. Excavation has been done by cutting the hill to the North of the company. There its height is 3 meters. The said hill is sloped from North to South. It is noticed that the said hill has been excavated and used to level the low laying areas. Its measurements are as follows:-

Length	Width	Height	Brass
15 Meters	77 Meters	1.5 Meters	3877 Brass

Thus, high altitude area has been excavated and minor minerals obtained from it have been used. The company has built safety compound of land owned by it. Its measurements are as follows:-

Length	Width	Height	Brass
1250 Meters	1 Meter	0.75 Meters	331 Brass

Measurements of excavation and land filling done to make road from East from Dupare Pada to Chikhale Village road to the company are as follows:-

Length	Width	Height	Brass
275 Meters	10 Meters	1 Meter	972 Brass

Besides, the said company has built Production Box, Drymix Plant, Pump and Sample Room, Office, measurements of which are as follows:-

	Length	Depth	Measurement
Production Box	10549 Sq M	1.5 Meters	5591 Brass
Drymix Plant	1775 Sq M	1.5 Meters	941 Brass
Pump and Sample Room	520 Sq M	1.5 Meters	976 Brass
Office Room	550 Sq M	1.5 Meters	292 Brass x 3 building 876 Brass

Sewage (Gutter):-

1	25 Meters	1 Meter	1 Meter	9 Brass
2	28 Meters	1 Meter	1 Meter	10 Brass
3	45 Meters	1 Meter	1 Meter	16 Brass
			Total	7719 Brass

As mentioned above, 12,899 Brass stone and soil etc minor minerals have been used for entire construction of road, Sewage, Gutter, company buildings and godown and office. No signs of a nullah flowing or flora growing in swamp along nullah was found anywhere in company area on the day of inspection. Therefore, whether there was a nullah in the said area or not could not be ascertained. However, presently a natural nullah is situated to the South of the company.

Sent for further action.

District Mining Officer, Thane

Copy To:-

1. Hon'ble Additional District Collector for information
2. Hon'ble Sub Divisional Officer Javar for information
3. Tehsildar Wada along with three files of original files for further action
4. District Mining Officer, Thane

ANNEXURE R3/23

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Exh. D 43

वाचले - १) या कार्यालयाची कारणे दाखवा नोटीस क्रमांक/महसूल/क.१/वे.१/एमएजी/कावि २५/२०११ दि. १३/९/२०११.

२) जिल्हा खनिकर्म अधिकारी जिल्हाधिकारी कार्यालय ठाणे यांचेकडील पत्र जा.क्र.रेतीगट/जि.ख.अ./कावि १४६/११-१२ दि. १६/८/२०११

३) या कार्यालयाचे नोटीस जा.क्र. महसूल/जमिनबाब/क.१/कावी ७/२०११ दि. ४/७/२०११.

आदेश,

जा.क्र.महसूल/क.१/एमएजी/कावि -२८/११
तहसिलदार कार्यालय वाडा
दिनांक १० / १० /२०११

ज्या अर्थी, मे. ग्रासीम इंडीया कंपनी विजापूर ता.वाडा यांनी मौजे विजापूर ता.वाडा येथील स.नं. ९४/२अ,६१/१,६१/२ या जागेमधून एकंदर १२८९९ ब्रास दगड व मातीचे अनधिकृत उत्खनन केलेले असून ८१८० ब्रास अनधिकृत उत्खननाबाबत त्यांना या कार्यालयाचे प्रस्तावनेतील अ.क्र. १ च्या नोटीसी अन्वये कारणे दाखवा नोटीस देण्यात आलेली आहे. त्याचप्रमाणे प्रस्तावनेतील अ.क्र. ३ च्या नोटीसी अन्वये ४७१९ ब्रास अनधिकृत माती व दगड उत्खननाबाबत नोटीस देण्यात आलेली असून ₹.रु.२,७३,७०,२००/- रुपये का वसूल करु नये. याबाबत नोटीस देण्यात आलेली आहे.

सदर दोन्ही नोटीसीद्वारे एकंदर दंडाची रक्कम रुपये ७,६४,४०,२००/- अक्षरी रुपये सात कोटी चौसस्ट लाख चाळीस हजार दोनशे मात्र का वसूल करणेत येवू नये. याबाबत कारणे दाखवा नोटीस देण्यात आलेली आहे. मे. ग्रासीम इंडीया यांना सदर नोटीसी मिळून देखील त्यांनी सदर उत्खननाबाबतच्या परवानगीचे आदेश अथवा परवानगी प्राप्त करुन घेतलेबाबत अधिकृत कागदपत्रे सादर केलेली नाहीत.

त्या अर्थी, मी संतोष शिंदे, तहसिलदार वाडा महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४८ (७) (८) अन्वये मला प्रदान केलेल्या अधिकाराचा वापर करुन मे. ग्रासीम इंडीया विजापूर ता.वाडा यांचेकडून स्वामित्वधन व दंडाची रक्कम रुपये ७,६४,४०,२००/- (अक्षरी रुपये सात कोटी चौसस्ट लाख चाळीस हजार दोनशे) सदर आदेशाच्या तारखेपासून सात दिवसांचे आत सरकारी खजिन्यात भरणा करणेबाबत आदेश देत आहे. तसेच सदर रक्कम वसूल होई पर्यंत गाव नमुना नं. ७/१२ ला इतर हक्कांमध्ये बोजा ठेवणेबाबत आदेश देत आहे. त्याचप्रमाणे सदरहू रक्कम मुदतीत भरणा न केल्यास सदर रक्कम जमिन महसूलाची थकबाकी म्हणून वसूल करणेबाबत,प्रस्ताव सादर करणेबाबत संबंधीत तलाठी व मंडळ अधिकारी यांना आदेश देण्यात येत आहे.

तहसिलदार वाडा

प्रत - १) मे. ग्रासीम इंडीया विजापूर ता.वाडा.

२) मंडळ अधिकारी कोने / तलाठी सजा कोने यांना योग्य त्या कार्यवाहीसाठी रवाना.

२/- सदरची रक्कम मुदतीत भरणा न केल्यास जमिन महसूलाची थकबाकी म्हणून वसूल करणेबाबत लिलावाचा प्रस्ताव सादर करावा.

३) उपअभियंता, सार्वजनिक बांधकाम विभाग वाडा.

२/- सदर जागेमध्ये असलेल्या इमारतींचे चालू भावाप्रमाणे मुल्यांकन सादर करावे.

४) दुय्यम निबंधक वाडा

२/- सदर जागेचे मुळ ७/१२ सोबत जोडून पाठविले आहे. सदर जागेचा चालू बाजार भाव प्रमाणे मुल्यांकन अहवाल सादर करावा.

५) मा.जिल्हाधिकारी ठाणे यांना माहीतीसाठी सविनय सादर.

६) मा.अपर जिल्हाधिकारी ठाणे मुख्यालय जव्हार यांना माहीतीसाठी रवाना.

७) मा. उपविभागीय अधिकारी जव्हार विभाग जव्हार यांना माहीतीसाठी रवाना.

तहसिलदार वाडा

"माहितीचा अधिकार अधिनियम २००५
... देण्यात ... छायाप्रत"

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Ref.:- 1) Show cause notice no. Mahsul/No1/Le1/MAG/KaVi 25/2011 dated 13/1/2011 issued by this office
2) Letter by District Mining Officer, Office of District Collector Thane bearing Outward No. Retigal/Ji.Kha.A/KaVi 146/11-12 dated 16/8/2011
3) Notice issued by this office bearing Outward No Mahsul/Jaminvad/K1/KaVi 7/ 2011 dated 4/7/2011

ORDER

Outward No. Mahsul/K 1/ MAG/KaVi - 26/11
Tehsildar Office Wada
Date:- 10/10/2011

Whereas, M/S Grasim India Company, Vijapur, Tehsil Wada had done illegal mining of stone and soil weighing a total of 12899 Brass at land situated at S. No. 94/2A, 61/1, 61/2 and this office has served show cause notice mentioned above in Ref. No. 1 for illegal mining of 8380 Brass, and show cause notice mentioned above in Ref. No. 3 for illegal mining of 4711 Brass and recovery of Rs 2,73,70,200 towards fine.

Show cause notice as to why total fine of Rs 7,64,40,200/- (Rupees Seven Crore Sixty Four Lakh Forty Thousand Two Hundred in letters) has been given vide both abovementioned notices. In spite of receipt of the said notices by M/S Grasim India, it has not furnished permission for the said mining or official documents showing that permission was sought.

Therefore, I, Santosh Shinde, Tehsildar Wada, exercising powers vested in me U/S 48 (7) (8) of Maharashtra Land Revenue Act, 1966, issue order to M/S Grasim India, Vijapur, Tehsil Wada, to pay an amount of Rs 7,64,40,200/- (Rupees Seven Crore Sixty Four Lakh Forty Thousand Two Hundred in letter) towards ownership charges and fine with the Government Treasury within seven days from the date of this order. And I also issue order of showing the said amount as charge in other rights in Village Extract No 7/12 till such time the said amount is recovered. Similarly, order is being issued to the Talathi and Circle Officer concerned to submit proposal to recover the said amount as pending dues of land revenue in case the said amount is not paid in prescribed time.

Tehsildar Wada

Copy To:-
1) M/S Grasim India, Vijapur, Tehsil Wada
2) Circle Officer Kone/ Talathi Saja Kone for necessary action
2/- submit proposal to recover the said amount as pending dues of land revenue in case the said amount is not paid in prescribed time.
3) Deputy Engineer, Public Works Department, Wada
2/- Submit assessment of price of the building situated at the said site as per the prevailing rate

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4) Sub Registrar Wada
   2/ Original 7/12 extract of the said land has been enclosed. Submit assessment report of the said land as per the prevailing market rate.
5) Hon'ble District Collector, Thane for information
6) Hon'ble Additional District Collector, Thane Headquarter Javar for information
7) Hon Sub Divisional Officer, Javar Division, Javar for information

Tehsildar Wada

(T.C)

ANNEXURE R3/24

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उपविभागीय अधिकारी जव्हार विभाग जव्हार यांचे न्यायालयात

क्रमांक/उविज/महसूल/कक्ष-२/अपील सं. २६८/२०११.
उपविभागीय अधिकारी,जव्हार विभाग जव्हार,
यांचे कार्यालय, जि.ठाणे.
दिनांक:- १९ /१०/२०११.

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Exh: F

मेसर्स अल्ट्राटेक सिमेंट लिमिटेड, अपीलकार

विरुध्द

तहसिलदार वाडा सामनेवाले

(महाराष्ट्र जमिन महसुल संहिता १९६६ चे कलम २५७ प्रमाणे पुनर्विलोकन)

निकालपत्र:-

१. दिनांक १०/१०/२०११ रोजी तहसिलदार, वाडा यांनी आदेश पारीत केले आहेत त्याविरुध्द अपीलकार यांनी या कार्यालयात अपील दाखल केलेले आहे.

२. सदर आदेशामध्ये मौजे चंदगड अनधिकृत उत्खननाबद्दल ७,६३,४०,२००/- एवढ्या रुपयाच्या वसुलीबाबत अपीलकार यांना आदेश देण्यात आलेले आहेत.

३. सदर आदेशामध्ये तहसिलदार वाडा यांनी दोन नोटीसा दिल्याचा उल्लेख केलेला आहे व या दोन्ही नोटीसी अपीलकार यांना प्राप्त होऊन, सदर उत्खननाबाबतचे परवानगीचे आदेश अथवा परवानगी प्राप्त करुन घेतली बाबत अधिकृत कागदपत्रे सादर केलेली नाहीत. असे म्हटले आहे.

४. यावर अपीलकार यांनी दि. २१/७/२०११ रोजी तहसिलदार वाडा यांनी जारी केलेल्या नोटीसीला उत्तरदाखल सादर केलेल्या पत्राची पोहोच पावतीसह प्रत अपीलामध्ये सादर केलेली आहे व विनंती केलेली आहे की, तहसिलदार वाडा यांचे आदेश चुकीचे आहेत व ते रद्द करावेत. परंतु अपीलकार यांनी सादर केलेल्या कागदपत्रांचा जराप्रण विचार तहसिलदार वाडा यांच्या आदेशात केलेला नाही.

५. यावरुन हे सिध्द होत आहे की, तहसिलदार वाडा यांचे आदेश नैसर्गिक न्याय तत्वाच्या विरुध्द आहे. म्हणून दि. १०/१०/११ व त्या अनुषंगाने दि. १३/१०/२०११ रोजीचे दुरुस्ती आदेश रद्द करण्यात येत आहेत व तहसिलदार वाडा यांनी अपीलकारांना पुन्हा नोटीस देऊन, त्यांनी पूर्वी सादर केलेले कागदपत्रे व त्यांचे म्हणणे ऐकून घेऊन, सदर प्रकरण पुन्हा पहिल्यापासून (de-novo) चालवावे व योग्य ते आदेश पारीत करावेत.

६. तहसिलदार वाडा यांनी सदर कंपनीला त्यांच्या जागेतून नैसर्गिक नाला बुजविल्याबद्दल दि. ११/२/२०११ व ३/३/२०११ रोजी नोटीस काढलेल्या आहेत व पुढील कार्यवाहीचे आदेश केलेले आहेत.

७. यावरुन अपीलकार यांनी मा. दिवाणी न्यायालय (वरीष्ठ स्तर), ठाणे यांचे दि. ८/४/२०११ च्या आदेशाची प्रत सादर केली आहे.

८. तहसिलदार वाडा यांच्या सदर आदेशाविरुध्द अपीलकार यांनी मा. दिवाणी न्यायालयात दावा दाखल केलेला आहे व सदर दाव्यामध्ये सरकारी वकीलामार्फत तहसिलदार वाडा हे उपस्थित झालेले आहेत. तथापि, त्यांनी अद्यापही त्यांचे म्हणणे सादर केलेले नाही. असे मा. न्यायालयाने त्यांच्या आदेशात म्हटले आहे. तहसिलदार वाडा यांनी सदर प्रकरणी म्हणणे दाखल करेपर्यंत जैसे थे परिस्थिती

"माहितीचा अधिकार अधिनियम २००५
अन्वये देण्यात आलेली छायाप्रत"

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देण्याचा आदेश दिला आहे. तहसिलदार वाडा यांना स्वतंत्र स्वरूपात केस दाखल करुन पो. महाजनादेश तात्काळ आपले म्हणणे दाखल करुन याबाबत मा. न्यायालयाने दिलेल्या मुदतीत योग्य ती कार्यवाही करुन न केलेल्या कार्यवाहीचा अहवाल या कार्यालयात सादर करावा.

९. सदर वसुली महसूल अपिलेच्यावर केलेली चौदा याप्रमाणे आपोआपच रद्द करता आहे याची कार्यवाही व्हावी.

१०. सदरचे आदेश रद्द केल्यामुळे त्याद्वारे चालू करण्यात आलेली पुढील प्रक्रियेत ही पेंडीत रद्द होत आहे.

स्थळ:- जव्हार
दिनांक:- १९/१०/२०११.

उप विभागीय अधिकारी
जव्हार, जि. पालघर

"माहितीचा अधिकार अधिनियम २००५
अन्वये देण्यात आलेली छायाप्रत"

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IN THE COURT OF SUB DIVISIONAL OFFICER, JAVAR SUB DIVISION, JAVAR

No. UViJ/Mahasul/Kaksha-2/Appeal No. 268/2011
Office of Subdivisional Officer, Javar Sub Division,
Javar, District Thane
Date: 19/10/2011

M/S Ultratech Cement Ltd ----- Appellant

V/S

Tehsildar Wada ----- Opposite Party

(Review U/S 257 of Maharashtra Land Revenue Code, 1966)

ORDER

1. The Appellant has preferred appeal with this office against the orders passed by Tehsildar Wada on 10/10/2011.
2. The said order directed the Appellant to pay total amount of Rs 7,63,40,200/- for unauthorized mining of soil and stone.
3. The said orders mention about Tehsildar Wada issuing two notices and also that though both notices were received by the Appellant, orders giving permission for the said mining or authorized documents about obtaining the permission were not submitted.
4. The Appellant has submitted copy of the letter written in response to the notice issued by Tehsildar Wada on 21/7/2011 along with its acknowledgement with the Appeal and has prayed that the orders of Tehsildar Wada are wrong and be quashed because Tehsildar Wada has not given any consideration to the documents submitted by the Appellant in his order.
5. This proves that the order of Tehsildar Wada is against the principle of natural justice. Therefore, the order dated 10/10/11 and subsequent amended order dated 13/10/2011 are being quashed and Tehsildar Wada is directed to issue fresh notice to the Appellant, peruse documents submitted by him earlier and give a hearing to him, conduct fresh hearing and issue appropriate orders.
6. Tehsildar Wada has issued notices to the said company on 11/2/2011 and 3/3/2011 for land filling natural nullah in its land and issued orders for further action.
7. The Appellant has submitted copy of order of Hon'ble Civil Court (Senior Division), Thane dated 8/4/2011 in this regard.
8. The Appellant has brought suit against said orders of Tehsildar Wada in the Hon'ble Civil Court and Tehsildar Wada has appeared in the said suit through Government Pleader. However, the Hon'ble Court has stated in its order that he has yet not filed his say. Status Quo has been ordered till Tehsildar Wada filed his say. Tehsildar Wada is being directed to file his say immediately and file a report on action not taken in spite of the Hon'ble Court issuing the order.
9. The entry made in revenue record in the said matter becomes void automatically because of this and it should be removed.
10. Since the said order is quashed the further action initiated as per the order is also set aside.

Place: Javar
Date: 19/10/2011

Sub Divisional Officer
Javar Sub Division, Javar

[6]

(T.C.)

ANNEXURE R3/25

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Tel. No. (0251) 2310167/2310212
Fax No. (0251) 2310192
Visit us on: http://mpcb.gov.in
E.mail: rokalyan@mpcb.gov.in

Siddhivinayak Sankul,
3rd Floor, Near Oak Baug,
Station Road,
Kalyan (West) – 421 301.

By R.P.A.D/Fax/Hand Delivery

NO. MPCB/ROK/TB/PD/ 6257 Date: 01 / 09 /2015

To
M/s.Ultra Tech Cement Ltd,
Gat No- 61/182, 94/1 & 2A,95/3 to 7
Vill:- Chikhale & Vijapur,
Tal:- wada,Dist:- Palghar.

Sub: Proposed directions u/s 33A of the Water (Prevention &Control of Pollution) Act, 1974 and/or u/s 31A of the Air (Prevention &Control of Pollution) Act, 1981.

Ref: 1.Complaint received from Tahsildar Office Wada on 21/08/2015.
2. Visit of Board officer to your industry on 24/08/2015.
3. Sub-Regional Office Kalyan-III proposal for action dtd-27/08/2015

WHEREAS, you have been granted Conditional Common Consent and Authorization under the provisions of the Water (P&CP) Act, 1974 and the Air (P&CP) Act, 1981 and the Hazardous Waste (Management, Handling & Transboundry Movement) Rules, 2008. AND WHEREAS, it was obligatory on your part to provide adequate and suitable treatment & disposal arrangements as well as air pollution control devices, so as to achieve the standards prescribed in the consent order and to dispose off it in accordance with the condition laid down for disposal in the consent.

AND WHEREAS, The official of Kalyan-III MPC Board visited your unit on 24/08/2015 w.r t. the complaint received from Tahsildar Office Wada on 21/08/2015 stating that your industry is discharging chemical contaminated water to nearby Nalla and due to which land and crops are affected. During the visit to industry MOCB officials observed following Non-Compliances:-

1) During the visit at one place inside company premises oil was noticed, which was brought to the notice of your representative present, he informed that in June due to heavy rain oil went outside factory premises through the drains. The drain further meets to Nalla.
2) Overflow of septic tank was observed going outside factory premises.
3) The water consumption shown in consent is 5.0 CMD which seems less as the overall workers are 350 in numbers. Hence necessary amendment in consent shall be done.
4) During visit to nalla with complainant oil layer was noticed in about 50 mtrs stretch of nalla.The complainant informed that it is regular practice of industry to dispose oil in nalla.

AND WHEREAS, after examination of the record of your case the reports of the officers of the Board and after making necessary inquiry, I am satisfied that you are violating above consent conditions and causing serious pollution in the surrounding area.

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NOW THEREFORE, in the exercise of the power conferred upon me by Board under section 33(A) of the Water (P &CP) Act, 1974 and under Section 31 of the Air (P & CP) Act, 1981, the following directions are proposed to be issued:

a) Why your manufacturing activity shall not be stopped till you take the remedial measures in respect of above non compliances.

b) Why the competent authorities shall not be directed to disconnect electricity and water supply of your plant on account of above non-compliances?

Your are hereby directed to file your substantive reply / objections to these Proposed directions within 7 days time failing which, the Board will have no option than to confirm above directions against you, which may please be noted. You are also directed to remain present for personal hearing before under signed on 28/09/15 at 4:15 h along with all relevant documents you want to rely upon.

7/9/15

(Dr.J.B.Sangewar)
Regional Officer, Kalyan

Copy Submitted to:
1) Member Secretary, MPC Board, Sion, Mumbai.
2) Sr. LO /PSO, MPCB, Sion, - For information.

Copy to:
Sub Regional Officer, Kalyan- III, MPC Board Kalyan- He is directed to serve the notice to the industry and report compliance time to time.

(T.C.)

Annexure-IV

ANNEXURE R3/26

MAHARASHTRA POLLUTION CONTROL BOARD
REGIONAL OFFICE-KALYAN

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Tel. No. (0251) 2310107/2310212
Fax No. (0251) 2310192
Visit us on: http://mpcb.gov.in
E.mail: rokalyan@mpcb.gov.in

Siddhivinayak Sankul,
3rd Floor, Near Oak Baug,
Station Road,
Kalyan (West) – 421 301.

NO. MPCB/ROK/ID/ 6751

Date: 5/1/01/2016

To,
M/s.Ultra Tech Cements Ltd,
Gat. No-61/1&2,94/1 & 2A,95/3 to 7
Vill:- Chikhale & Vijapur,
Tal:- Wada, Dist-Palghar.

Sub: Interim Directions under section 33A of the Water (Prevention & Control of pollution) Act 1974 & under Section 31A of the Air (Prevention & Control of Pollution) Act, 1981.

Ref: 1) Proposed Direction u/s 33A of the water (P?CP) Act 1974 and u/s 31A of the Air(p & CP0 Act 1981issued vide letter No. MPC/PRO/NTIA/D/625... dtd. 07/09/2015.
2) Personal hearing extendend to you on dtd-29/09/2015.

This refers to Proposed Direction issued by this office vide above referred letter at S. No 1 and the pesonal hearing extended to you on 29/09/2015. During the course of personal hearing non compliances with respect to the consent conditions were brought to your notice. It was assured by you that immediate steps will be taken to comply with the consent conditions. Considering your assurance and submissions made during the course of hearing , following directions are issued for immediate compliances.

1 You shall provide Dyke wall for loading /unloading of Furnace oil.
2. You shall provide Oil & Grease trap ,Oil skimmer,Strom water holding tank with oil skimmer.
3 You shall submit irrevocable Bank Guarantee of Rs. 500000/- [against complying above conditions]within seven days in favour of Regional Officer, Maharashtra Pollution Control Board, Kalyan valid upto further 1 year.

In case of your failure to comply with the above direction, Board will proceed against you as per the provisions of the Water (P&CP) Act, 1974 and Air (P&CP) Act, 1981 Which may please be noted.

(Dr.J.B.Sangelwar)
Regional Officer, Kalyan

Copy submitted to:
Principal Scientific Officer,MPCB Sion Mumbai.
Copy to:
1. Sub-Regional Officer, Kalyan-III, MPC Board, Kalyan.
   - For information and necessary follow up action.
2 Master file.

AO (Upendra)
Pls-process report compliance.
5/10/15

(T.C.)

ANNEXURE R3/27

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ADITYA BIRLA
UltraTech

Date: 09/11/2015

To,

The Regional Officer
Maharashra Pollution Control Board
Siddhivinayak Sankul
3rd Floor, Near Oak Baug,
Station Road, Kalyan (W)-421301

Sir,

Sub: Reply for the Interim directions u/s 33A of the Water (Prevention & Control of Pollution) Act, 1974 and /or the Air (Prevention & Control of Pollution) Act, 1981.

Ref: 1.Consent No.BO/JD(APC)EIC No.KN-6101-12/O/CC-314 dt.17/07/2012

2.Letter of Interim Directions No.MPCB/ROK/ID/PD/651 dt.8/10/2015

We are in receipt of your above referred letter dated 08/10/2015 as on 13/10/2015 and our point wise reply for the same is as under for your kind information.

1. Dyke wall for loading / unloading of Furnace Oil work has got completed almost 70% and will be completed within another 15 days.
2. Oil & Grease trap, Oil Skimmer, Storm water holding tank with oil skimmer work is in progress and will be completed within another 45 days.
3. Please find enclosed bank guarantee of HDFC Bank for Rs.5,00,000/-(Rupees Five Lac) dated 5/11/2015 , reference No.240GT02153090006 on behalf of UltraTech Cement.

Further, we are hereby assure you that, we have taken all the adequate measures to ensure that there is no oil flow outside of our plant.

Thanking you,

For **UltraTech Cement Ltd.**

Authorised Signatory

UltraTech CEMENT
The Engineer's Choice

UltraTech Cement Limited
(Building Products Division)
Ahura Centre, A-Wing, 1st Floor,
Mahakali Caves Road, Andheri (East),
Mumbai - 400 093.
Tel.: +91 22 6691 7360 Fax : +91 22 66917361

Works :
Plot-61/1&2, 94/1&2A, 95/3-7
Village Chikhale & Vijaypur
Tal. Wada, Dist. Palghar - 421 303
Maharashtra

Regd. Office :
Ahura Centre, B-wing, 2nd Floor,
Mahakali Caves Road,
Andheri (E), Mumbai - 400093
CIN : L26940MH2000PLC128420

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HDFC BANK

We understand your world

HDFC BANK LTD
Sandoz House Branch,
Dr. Annie Besant Rd,
Worli, Mumbai 400018.

Date 05 NOV 2015
Form Serial No. GTEE/ 443029

To,
REGIONAL OFFICER,
MAHARASHTRA POLLUTION CONTROL
BOARD,SIDDHIVINAYAK SANKUL,3RD FLR,
NR OAK BAUG,STN RD,KALYAN(W)-421301

OUR REFERENCE	:	240GT02153090006
DATE OF ISSUE	:	05-NOV-2015
APPLICANT	:	ULTRA TECH CEMENT LIMITED
GUARANTEE AMOUNT	:	INR500,000.00
AMOUNT IN WORDS	:	RUPEES FIVE HUNDRED THOUSAND ONLY
EXPIRY DATE	:	04-NOV-2016
EXPIRY PLACE	:	MUMBAI
CLAIM DATE	:	04-NOV-2016

DEAR SIR,

PLEASE FIND ENCLOSED THE CAPTIONED GUARANTEE DULY ISSUED BY US.

THIS GUARANTEE ATTACHED IS TO BE RETURNED TO US WITHIN 15 DAYS FROM THE DATE IT CEASES TO BE IN FORCE OR AS SOON AS THE PURPOSE FOR WHICH IT HAS BEEN ISSUED IS FULFILLED ,WHICHEVER IS EARLIER.

WE CONFIRM THAT THE SIGNATORIES WHO HAVE SIGNED THE SUBJECT GUARANTEE / EXTENSION AS STATED BELOW HAVE THE REQUISITE POWERS TO SIGN ON BEHALF OF THE BANK.

1. Mr./Ms. YOGESH H. PATHAK
Designation Deputy Manager
P.A NO. C-4649

2. Mr./Ms. SANTOSH S. KADAM
Designation Senior Manager
P.A NO. B-5275

FURTHER CONFIRMATION OF THIS GUARANTEE IF DESIRED, SHOULD BE OBTAINED FROM THE ABOVE MENTIONED BRANCH.

THIS LETTER FORMS AN INTEGRAL PART OF THE GUARANTEE.

FOR HDFC BANK LTD.

AUTHORISED SIGNATORY/S

SATYAWAN MANDAVKAR
ASSISTANT MANAGER
C15625

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महाराष्ट्र MAHARASHTRA ◐ 2015 ◐ V 622474

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००१०
- 6 OCT 2015
सक्षम अधिकारी

श्रीमती उल्का पाटील

This non-judicial stamp paper of Rs.500/- forms part and parcel of this Bank Guarantee bearing no. 240GT02153090006 dated 05-NOV-2015 issued by us in favour of MAHARASHTRA POLLUTION CONTROL BOARD on behalf of ULTRA TECH CEMENT LIMITED

HDFC BANK LTD. GL No 240 GT0 2153090006

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BANK GUARANTEE

1. In Consideration of the Regional Officer Maharashtra Pollution Control Board,Regional Officer,Kalyan having agreed to grant M/s Ultratech Cement Limited (thereinafter referred to as the company/unit) time for the due compliance of consent conditions/directions for providing adequate and satisfactory pollution control devices as suggested/stipulated vide letter bearing No. MPCB/ROK/ID/651 dated 8th October 2015 and as required under the provisions of Air (Prevention and Control of Pollution) Act 1981 (14 of 1981) Water (Prevention and Control of Pollution) Act 1974 (6 of 1974) and / or Environment (Protection) Act 1986 on production of a Bank Guarantee for Rs.5,00,000/- (Rupees Five lacs only) we HDFC Bank Ltd a Banking Company Incorporated under Companies Act, 1956, having their Registered office at HDFC Bank Ltd., HDFC Bank House, C.S. No. 6/242, Senapati Bapat Marg, Lower Parel (W), Mumbai 400013 and acting through its Branch Office at Sandoz house, Dr. Annie Besant Road, Worli, Mumbai 400018 (hereinafter referred to as "THE BANK" or "Guarantor" or "Surety" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) at the request of said M/s Ultratech Cement Limited , Building Products Division, (indicate the name of the company/unit at whose request Bank Guarantee is being issued) do hereby undertake to pay to the Board an amount not exceeding Rs.5,00,000/- (Rupees Five lacs only) against any non compliance of consent conditions/directions or damages etc caused to the Environment by reason of any breach of provisions of said Acts, Notices, letter, instructions etc by the said company/unit/local body.

2. We HDFC Bank Ltd do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board that the amount claimed is due for the reason of non fulfillment of undertaking. Non compliance of directions / notices / letters / instructions / issued by the Board / violation of provisions of any of the provisions of Law mentioned hereinabove. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs.5,00,000/- (Rupees Five lacs only).

3. We undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the said company/unit in any suit or proceedings pending before any court or Tribunal or Board against the Board relating thereto, our liability under this present being absolute and inequivocal.

4. The payment so made by us under this agreement shall be valid discharge of our liability and company/unit shall have no claim against us in making such payment.

5. We HDFC Bank Ltd further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the undertaking/notice/letter etc and that it shall continue to be enforceable till all the dues of Government/ Board under or by virtue of said undertaking/notice/letter etc have been fully paid and it has claimed satisfied or discharged or till Government /Board certified that the terms conditions of the Directions/Undertaking/Notice/letter/any provisions of relevant law have been fully and properly carried out and complied by the

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said company /unit and accordingly discharges this guarantee. Unless the demand or a claim under this guarantees is made on us in writing on or before 04-NOV-2016, We shall be discharged from all liability under this guarantee thereafter.

6. We HDFC Bank Ltd further agree with the Board that the Board shall have the fullest liberty without our consent and notice/letter etc or to extend time of compliance by the said company/unit from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said company/unit and to forbear or enforce any of the terms and conditions relating to the said undertaking/notice/letter etc and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said company/unit or for any forbearance, action commission on the part of the Board or any indulgence by the Board to the company/unit or by any of such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the company/Unit.

8. We HDFC Bank Ltd under take not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding what has been stated above our liability under this guarantee is restricted to Rs.5,00,000/- (Rupees Five lacs only) our guarantee shall remain in force until 04-NOV-2016.

10. Unless a demand or claim under this guarantee is made on in writing on or before the 04-NOV-2016 all your rights under the guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee thereafter.

Notwithstanding anything contained herein above :
(a) Our liability under this Bank Guarantee shall not exceed Rs.5,00,000/- (Rupees Five lacs only).
(b) This Bank Guarantee shall be valid upto 04-NOV-2016.
(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 04-NOV-2016.

All claims under the guarantee to be presented in original & payable at HDFC Bank Ltd., Sandoz house, Dr. Annie Besant Road, Worli, Mumbai 400018.
This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.
The BG Confirmation Letter No. GTEE/443029 is an integral Part of the BG No. 240GT02153090006 dated 05-NOV-2015.

HDFC BANK LTD. MUMBAI GL No. 240 GT

2 4 0 G T 0 2 1 5 3 0 9 0 0 0 6

For HDFC BANK LTD
MUMBAI

Authorised Signatories
Sandoz House, Worli, Mumbai – 18.
Date – 05-NOV-2015

H. PATHAK
Manager
C-4649

SANTOSH S. KADAM
Senior Manager
B-5275

(T.O.)

ANNEXURE R3/28

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दि. १५/०८/२०१५

Exh. G 47

स्थळपंचनामा.

आज रोजी दिनांक १५/०९/२०१५ मौजे चिखले पोस्ट नेहरोली ता. वाडा जि. पालघर येथील मे. अल्ट्राटेक सिमेंट लिमिटेड उद्योगाबाबत श्री रघुनाथ लहु पाटील श्री अनंत्राय भगवान पाटील वरतर शेतकरी यांनी मा. तहसिलदार कार्यालय वाडा. यांचे कडे दिनांक २८/०८/१५ रोजी केलेल्या तक्रारीनुसार समक्ष बाधीत शेतकऱ्या समवेत पाहणी केली असता त्याणीच प्रमाणे शेतकऱ्यांचे नुकसान झाल्याचे निदर्शनास आले आहे अल्ट्राटेक सिमेंट लिमिटेड, चिखले कंपनीच्या पूर्व बाजूने वाहणाऱ्या शेतकऱ्या च्या शेतामध्ये मधून नाला वाहत असून पंचायत समिती कडून सदर नाल्यावर सिमेंट बंधारा शेतीसाठी संरक्षीत पाणी देण्यासाठी बांधण्यात आलेला आहे. चालु स्थरिप हंगामामध्ये पावसाने ओढ दिल्याने शेतकरी संरक्षीत पाणी देण्यासाठी सदर पाण्याचा इंजिन, मोटर लावून पाणी घेण्या करीता अतिपावसाच्या सुरुवातीस केमिकलयुक्त पाणी अल्ट्राटेक सिमेंट लिमिटेड कंपनीने नाल्यात सोडल्या मुळे पुराचे पाणी शेतात घुसुन केमिकलयुक्त दूषित पाणी शेतात साठून त्याचा व तसेच शेतीमध्ये पसरलेला आहे त्यामुळे भाताची वाढ खुंटलेली आहे. व तसेच भाजीपाला व भात पिकावर रोगाचा प्रादुर्भाव झाल्याने पिके करपु लागली आहेत. तसेच शेतीसाठी शेतीस पाणी देण्यासाठी व पिण्यासाठी बोअरवेलचे विहीरी - २ असुन सदर बोअरवेल व विहीरीचे पाणी दूषित झाल्यामुळे पिण्यायोग्य व शेतीस असेल्य झाल्यामुळे त्याचा वापर करणे करण्यास हानिकारक असल्याने उपस्थित शेतकऱ्यांच्या म्हणण्याप्रमाणे निदर्शनास आले आहे.

सत्यप्रत.

तालुका कृषि अधिकारी
ता.वाडा.जि.पालघर

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तसेच ~~अविष~~ हंगामानंतर रब्बी हंगामामध्ये मोठ्या प्रमाणात भाजीपाल्याची लागवड संदर पसरणीत पाळ्याच्या पाण्यावर केली जाते. परंतु मे. अल्स्टेक्स सिमेंट लिमिटेड कंपनीने भातपात सोडलेल्या केमिकलयुक्त पाण्यामुळे पाण्यावर तरंगणारी वाफेवर भाजीपाला लागवड करता येत नाही तसेच त्यामुळे शेतकऱ्यांचे आर्थिक नुकसान होऊन उपासमारीची वेळ आलेली आहे.

तसेच गावातील गुरे ढोरे व पाळीव प्राणी यांना पिण्यासाठी सदर पाण्याचा वापर केला जातो. परंतु मे. अल्स्टेक्स सिमेंट लिमिटेड कंपनीने केमिकलयुक्त दूषित पाणी भातपात सोडल्यामुळे जनावरांच्या व माणसांच्या जिवीतास धोका निर्माण झालेला आहे.

तसेच ~~आसीन~~ मे. अल्स्टेक्स सिमेंट लिमिटेड कंपनीच्या केमिकलयुक्त दूषित पाण्यामुळे खालील प्रमाणे ~~शेतीक~~ शेतकऱ्यांच्या विहीरीतील पिकांचे सद्यपिक - परिस्थितीनुसार परिणाम झालेला आहे. ते खालील प्रमाणे-

नाव	गट नं	क्षेत्र	पिक प्रकार
① श्री. मनोहर गुलाब ~~आकरे~~	७०म.ब.	०.३०हे. ०.८०हे	भाजीपाला भात
② धर्मराज भगवान पाटील	६३/८	०.४५हे.	भात.
③ मंगेश भगवान पाटील	६२/	०.५०हे.	भात.
④ राजेश भास्कर पाटील	३,४५.	०.०१हे.	भात
⑤ ~~नि~~ नितीलहु पाटील	७३	०.२०हे.	भात.
⑥ रघुनाथ लहु पाटील	७४	०.१८हे	भात.
⑦ विष्णु वाशीनाथ पाटील	५८	०.७८हे.	भात. पोगरा, मोवा चिकु

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नाव	गट नं.	क्षेत्र	किं प्रकार (३)	49
⑤ मनोज सदाशिव पाटील	३६	०-६३	भात	
⑥ रघुनाथ माना पाटील	३३,	०-८६ हे	भात	
⑨० शंकर बारकु पाटील	३३		भात	
⑨१ सौ. रत्नप्रभा रघुनाथ पाटील	३२	०-३६ हे	भात	
⑨२ श्री शयबा भगवान पाटील	३८		भात	
⑨३ श्री किशोर शिवा जाधव			भात	
⑨४ बाबू अर्जुन गावित			भात	
⑨५ दिगंबर कृष्णा पाटील			भात	
⑨६ पिंटल्या देवराम पाटील			भात	
⑨७ अजय आत्कर पाटील			भात	
⑨८ दिलीप आशिनाथ पाटील	२०३	०-६०हे	भात	

वरिल प्रसंगे बाधीत शेतकऱ्यांचे नुकसान झाले असुन त्याची नुकसान भरपाई शेतकऱ्यांना मिळावी. अशी सर्व बाधीत शेतकऱ्यांची मागणी आहे. म्हणुन पंचक्षेत्रसमा लिहुन दिला पंचनामा असे.

अ.क्र.	उपस्थित पंच	सही / अंगठा
①	सौ. कल्पना किशोर जाधव पोलिस पाटील चिंचले	श्री. कल्पना किशोर जाधव पोलीस पाटील ता. वाडा जि. पालघर
②	श्री. सदाशिव महादु पाटील म. त्यागमुक्त समिती अध्यक्ष चिंचले	सदाशिव महादु पाटील

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तालुका कृषि अधिकारी
ता.वाडा,जि.पालघर

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50 अ.क्र. उपस्थित पेच सही / अंगठा

(१) श्री. मेघराज भगवान पाटील Meghraj B Patil

(२) " विष्णु काशिनाथ पाटील

(३) धनंजय भगवान पाटील

(४) रघुनाथ लहु पाटील

(५) " राजेश भास्कर पाटील

(६) " नरेश तुकाराम ठाकूर नरेश तु ठाकूर

(७) " निवृत्ती लहु पाटील निवृत्ती लहु पाटील

समक्ष -

कृषि सहाय्यक खुपरी (एम.ए.शिनोळे)

कृषि सहाय्यक अंबेघर (एस.एस.[illegible])

तालुका कृषि अधिकारी वाडा (ए.बी.वी.वारे)

स्वाक्षरीत

तालुका कृषि अधिकारी
ता.वाडा,जि.पालघर

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Date 15/09/2015

SPOT PUNCHANAMA

When inspection was conducted today, on this day of 15/09/2015, along with affected farmers in connection with the plaint filed against M/S Ultratech Cement Ltd Industry by Mr Raghunath Lahu Patil, Mr Dhananjay Bhagvan Patil and other farmers with the office of Tehsildar Wada on 26/06/15, following damage caused to the farmers was noticed. A nullah is flowing from East of M/S Ultratech Cement Ltd, Chikhale company towards West through fields of the farmers and Panchayat Samiti has constructed a cement bund on the said nullah to provide reserved water to fields. Since rains are delayed in the present Kharif season, the farmers irrigate fields with reserved water using engine and motor. Besides, initially due to excessive rains Ultratech Cement Ltd Company discharged water containing chemicals in the field due to which flood water entered inside the field, water contaminated with chemicals saturated in fields and chemicals have spread in the paddy fields. Resultant, growth of rice crop has stopped and disease has spread in crops of vegetable and rice causing blight of crops. Besides, it has been noticed that as claimed by the farmers present at the spot, water of four bore wells and one well meant for irrigating fields and provide drinking water has become unfit for consumption and agricultural use due to contamination and its use is harmful.

After Kharif season is over, the said reserved water is used to cultivate large amount of vegetables during the Rabbi season every year. However, due to discharge of water containing effluents in the nullah by the M/S Ultratech Cement Ltd Company the said farmers would not be able to cultivate vegetables. This has caused financial losses to farmers and they are on the verge of starvation.

Besides, said water is also used for drinking by cattle and pet animals in the village. However, due to discharge of water containing effluents in the nullah by the M/S Ultratech Cement Ltd Company lives of animals and people have become endangered.

Besides, due to discharge of water containing effluents in the nullah by the M/S Ultratech Cement Ltd Company, standing crops of the aggrieved farmers have got affected as following:

No.	Name	Gat No.	Area	Crop
1	Mr Naresh Tukaram Thakare	70 A B	0.30 Hector 0.80 Hector	Vegetables Rice
2	Dhananjay Bhagvan Patil	61/2	0.65 Hector	Rice
3	Megharaj Bhagvan Patil	62, 29	1.70 Hector	Rice
4	Rajesh Bhaskar Patil	3, 45	1.01 Hector	Rice
5	Nivrutti Lahu Patil	43	1.10 Hector	Rice
6	Raghunath Lahu Patil	44	1.19 Hector	Rice
7	Vishnu Kashinath Patil	59	0.78 Hector	Rice, Jasmin, Mango, Chikoo
8	Manoj Sadashiv Patil	46	0.73	Rice
9	Raghunath Nana Patil	12 A	0.98 Hector	Rice
10	Shankar Barku Patil	33		Rice
11	Mrs Ratnaprabha Raghunath Patil	32	0.3 Hector	Rice
12	Mr Rayba Bhagvan Patil	28		Rice

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13	Mr Kishor Bhiva Jadhav			Rice
14	Balu Arjun Jadhav			Rice
15	Digambar Kusha Patil			Rice
16	Vitthal Devram Patil			Rice
17	Ajay Bhaskar Patil			Rice
18	Dilip Kashinath Patil	203	0.60 Hector	

Thus the aggrieved farmers have suffered damage and the affected farmers demand for its compensation. Therefore, this Spot Punchanama is drafted.

Sr. No.	Present Pancha	Signature
1	Mrs Karuna Kishor Jadhav Police Patil, Chikhale	
2	Mr Sadashiv Mahadu Patil M. Tantamukt Samiti Chairman Chikhale	
3	Mr Meghraj Bhagvan Patil	
4	Mr Vishnu Kashinath Patil	
5	Mr Dhananjay Bhagvan Patil	
6	Mr Raghunath Lahu Patil	
7	Mr Rajesh Bhaskar Patil	
8	Mr Naresh Tukaram Patil	
9	Mr Nivrutti Lahu Patil	

In Presence Of

Agricultural Assistant Khupari (M A Shitole)	Agricultural Assistant Kalthan (A S Belkar)	Agricultural Assistant Wada (B V Ware)

(T.C.)

ANNEXURE R3/29

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Exh-I

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तालुका कृषि अधिकारी वाडा यांचे कार्यालय

खंडेश्वरी नाका, वाडा, जि.पालघर, पिन -४२१ ३०३
फोन नं. ०२५२६-२७१४५४, ई-मेल - taowada@gmail.com

जा.क्र./ तंत्र/ अल्ट्रा.सि.लि./ शेती नुक.तक्रार/१८७० /२०१५ दिनांक :२४/०९ /२०१५

प्रति,

मा.तहसिलदार तथा
कार्यकारी दंडाधिकारी वाडा ता.वाडा जि.पालघर.

विषय: -मे.अल्ट्राटेक सिमेंट लिमिटेड कंपनीतून सोडलेल्या केमिकल मिश्रीत पाणी नाल्यात सोडल्यामुळे शेतीचे नुकसान झालेबाबत तक्रार.मौजे- चिखले ता.वाडा जि.पालघर'

संदर्भ:- १.आपलेकडील सभा दिनांक ०९/०९/२०१५मधिल सुचना.

उपरोक्त संदर्भाधीन विषयान्वये आपणास कळविण्यात येते की, मे.अल्ट्राटेक सिमेंट लिमिटेड कंपनीतून सोडलेल्या केमिकल मिश्रीत पाणी नाल्यात सोडल्यामुळे शेतीचे नुकसान झालेबाबत तक्रार अर्जानुसार दिनांक १५/०९/२०१५रोजी मौजे-चिखले ता.वाडा जि.पालघर येथिल तक्रारदार शेतकऱ्यांचे प्रक्षेत्रास श्री.रघुनाथ लहू पाटील व इतर शेतकऱ्यांसमवेत समक्ष भेट देऊन पाहणी केली असता खालीलप्रमाणे वस्तुस्थिती असल्याचे निदर्शनास आले आहे.

१.मे.अल्ट्राटेक सिमेंट लिमिटेड कंपनीतून सोडलेल्या केमिकल मिश्रीत पाणी पुर्वेकडून पश्चिमेकडे वाहणाऱ्या नाल्यात सोडल्यामुळे नाल्यातील पाण्यावर तेलकट तवंग असल्याचे पाहणी केली असता निदर्शनास आले आहे.

२. सदर बाधीत शेतकऱ्यांचे शेतामध्ये अतिपावसामुळे सदर केमिकल मिश्रीत पाणी नाल्याबाहेर येऊन भात व भाजीपाला पिकांमध्ये पसरल्यामुळे पिकांचे वाढीवर परिणाम होऊन शेतीचे नुकसान होत आहे. कंपनीचे दक्षिणेकडील बाजूस असलेल्या तक्रारदार शेतकऱ्यांचे शेतीची समक्ष पाहणी केली असता १८ शेतकऱ्यांचे भात व भाजीपाला पिके करपून पिकांचे वाढीवर परिणाम झालेचे निदर्शनास आले आहे.

३.तसेच पश्चिम बाजूस असलेल्या सिमेंट बंधाऱ्याची पाहणी केली असता सदर बंधाऱ्याचे पाणी केमिकल मिश्रीत असल्याचे निदर्शनास आले असुन सदर पाणी शेतकरी संरक्षित पाणी म्हणून खरिप व रब्बी हंगामात भात व भाजीपाला पिकास देऊ शकत नाहित.तसेच रब्बी हंगामात मोठ्या प्रमाणात भाजीपाला पिके घेतली जातात परंतु केमिकल मिश्रीत पाणी सदर पिकांस दिलेस पिकांचे वाढीवर वाईट परिणाम होवून शेतकऱ्यांचे उत्पादनात घट येते व त्यामुळे शेतकऱ्यांचे अर्थिक नुकसान होत असलेने नुकसान भरपाई मिळावी अशी सर्व बाधीत शेतकऱ्यांची मागणी आहे.

तरी आपले माहितीसाठी व पुढिल कार्यवाहिसाठी सादर.

सोबत:- स्थळ पंचनामा प्रत जोडली आहे.

Sd/-
तालुका कृषि अधिकारी,
वाडा जि.पालघर.

प्रत:-

१)मा.उप प्रादेशिक अधिकारी ,उप प्रादेशिक कार्यालय, महाराष्ट्र प्रदुषण नि.मंडळ कल्याण -३यांस माहितीसाठी स.सादर.
२)श्री.रघुनाथ लहू पाटील व इतर शेतकरी मौजे-चिखले ता.वाडा जि.पालघर.

तालुका कृषि अधिकारी,
वाडा जि.पालघर.

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अ.क्र.	लेखा-धारी खाते	७/१२ नुसार क्षेत्र भोगवट	लागू क्षेत्र हे.आर.	७/१२ सदरचे खाते विकासासाठी क्षेत्र हे.आर.	संपादन खाते पैकी जमीन क्षेत्र हे.आर.	बाजारभाव रु.पै. प्रमाणे मूल्यांकन (रु.पै.) प्रति चौ.मी.	एकूण खाते मं.क्रमांक रुपये खाली दर्शविल्या प्रमाणे (रु.पै.) प्रति चौ.मी.	शेरा
१	डी.नरेश मुकुंदराव वानखे	७१/६	१.४२.४	१.४२.४	८४१	५१.९९	७५,९९१	गावठाण व सुधार ७/१२ नोंदीनुसार
२	पर्वतबाई पानबन पाटील	४१/२	८.१७.१	०.३५	०.३५	२४.५८	३४८१५	
३	देवमान पानबन पाटील	३१.६०	३.११.५	३.५२	३.५२	५८.३०	८३५७७	
४	रामेश्वर बाजारे पाटील	५८	६.७०.५	०.८१	०.८१	३८.९०	५४१२१	
५	विठ्ठल रघु पाटील	४३	६.०१.४	६.०१.४	०.५०	८८.१०	१२५४१	
६	तुकाराम रघु पाटील	२४	६.१७.४	६.१७.४	६.१७	४४.३१	९३३१२	
७	विष्णु फकीरबाबा पाटील	५१	०.५८.१	०.५८.१	०.३०	७.५१	१०५७०	
८	दशरथ कडुजिबा पाटील	४८	०.५३.१	०.५३.१	८७४	१७.२६	१२८३५	
९	रघुनाथ लाला पाटील	१२/१,३०	१.१७.८	१.१७.८	०.२८	३७.०३	५३११८	
१०	शंकर बाबू पाटील	३१	०.१३.१	०.१३.१	०.२७	१७.७६	२६०४३	
११	दशरथ रघुनाथ पाटील	३२	०.३१.१	०.३१.१	०.११	६२.४७	७७८८१	
१२	दशरथ पानाबन पाटील	३०,४१	६.१७.८	६.१७.८	६.१८	४४.८१	६२८७५	
१३	जिजाबाई विष्णु नरवाडे	३८	०.००	०.३८	०.००	०.००		शंकरराव पाडवी मुलगा ७/१२ नमूद
१४	बाबू अर्जुन नरवाडे	२५,३८	८.७४.१	०.७१.१	०.७१	२५.८३	१८८३१	गावठाण व सुधार ७/१२ नोंदीनुसार
१५	गिरीश करण पाटील	२	०.२८.५	०.४१	०.४१	१५.४३	६३८३९	
१६	गिरधर देवमन पाटील	४८, ९९	१.५०	१.५०	१.५०	६४.२४	९६८८३	
१७	अरुण नारायण पाटील	७७	०.४१.१	०.४१.१	०.४१	१५.८७	६२१७१	
१८	गिरीश फकिरबाबा पाटील	८३	०.६०.५	०.३१	०.३१	११.७१	१७५४	
	एकूण		१७.५४.९३	१५.३६.६०	११.०६	५१२.५७	७१४२२८	

(अक्षरी रु.७१४२२८/- सातही दस्तऐवज करणे खात साठा सोबोड झाला त्याची रिक्वायरीच चार)

दोनशब्दात ... विहित मुदतीत तालाबा नि.दस्तावर नोंदीत मालुदीच्या दिनांक झालेली ... पत्रात नमूद केलेले दोनशब्दांचे दि.१५/०१/२०१५ चे पोलीस व तहसीलदार नाशिक यांचेकडील दाखले सोबत जोडले आहेत.

वरील दिलेले नोंदीनुसार ... क्षेत्र ... गावचा हद्दीतील वरील जमीन दस्तऐवजाचे वेळचे ... प्रत्यक्ष ताब्यात ... दिलेला असल्याचे ... दस्तऐवजाचे वेळी ...

सदर दिनांक

वाचलाखुलासा/ठेवलेनि.क्र. २४८ /२०१९
सदर दिनांक-२७/०७/२०१९

श्रीमती माउली कपिलेश्वर पाटील यांचा मुलगा

2.सदर मिळकतीचे अधिकारी यांना ... कामी सदर मालमत्ता व पुढील कार्यवाहीसाठी संरक्षण मिळणे.

3.सदर मिळकतीचे मूल्य ... नि.दस्तावर नोंद मालमत्ता व पुढील कार्यवाही साठी अभिप्राय मिळणे.

4.सदर मिळकत ... व पुढील कार्यवाही साठी.

5/सहायक ... ... ते ... ७/१२ व ... ... पत्रे मिळणे ... पुढील कार्यवाही साठी सादर.

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OFFICE OF TALUKA AGRICULTURAL OFFICER

Khandeshwari Naka, Wada, District Palghar, PIN - 421 303
Phone No.:- 02526-271454 E-mail:- taowada@gmail.com

Outward No.:- Tantra/UltraCL/ShetiNukTakrar/1870/2015 Date:- 24/09/2015

To,
Hon'ble Tehsildar and
Executive Magistrate Wada, Tehsil Wada District Palghar

Subject:- Complaint about damage to agriculture due to discharge of water containing chemicals in nullah by M/S Ultratech Cement Ltd Company. Village Chikhale, Tehsil Wada, District Palghar

Ref:- 1. Notice issued at meeting held by you dated 09/09/2015

In relation to the above mentioned subject, you are hereby informed that on a the plaint filed about damage to agriculture due to water containing effluents discharged in nullah by M/S Ultratech Cement Ltd Company, a spot visit and inspection of fields of aggrieved farmers conducted along with Mr Raghunath Lahu Patil and other farmers has revealed following facts.

1. Oily scum was noticed in the water of the nullah flowing from East towards West due to discharge of water containing chemicals by the Ultratech Cement Ltd Company.
2. Growth of rice crop has stopped and agriculture has suffered loss due to overflowing of the said water contaminated with chemicals in the fields of the aggrieved farmers due to excessive rains. Inspection of fields of aggrieved farmers to the south of the company has revealed that rice and vegetable crops of 18 farmers have suffered blight and growth of plants stunted.
3. Besides, inspection of cement bund towards West has revealed that the water of the said bund is contaminated with chemicals. The farmers cannot use the said water to irrigate crops of rice and vegetables in the Kharif and Rabbi seasons. Besides, vegitables are cultivated at large scale during the Rabbi season. However, the growth of crops is stunted if water contaminated with chemicals is used to water the crops and production decreases. Therefore, the aggrieved farmers have suffered damage and the affected farmers demand for its compensation.

Submitted for your information and further action.
Enclosure:- Copy of Spot Punchanama

Taluka Agriculture Officer
Wada, District Palghar

Copy To:-

1. Hon'ble Sub Divisional Officer, Sub Divisional Office, Maharashtra Pollution Control Board, Kalyan-3 for information
2. Mr. Raghunath Lahu Patil and other farmers Village Chikhale, Tehsil Wada, District Palghar

Taluka Agriculture Officer
Wada, District Palghar

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Report About Damage To Agriculture Caused Due To Contaminated Water from Ultratech Cement Ltd Company (As per inspection done on 15/09/2011) Office of Taluka Agriculture Officer, Wada, District Palghar

Sr. No.	Name of Farmer	S. No. As per 7/12 extract	Total Area Hectors Ares	Cultivated area as per 7/12 extract Hectors Ares	Affected area out of total area of rice cultivation Hectors Ares	Estimated Production On Basis Of Average Production of 2016 (37.79 Quintals/ Hector) Quintal/Hector	Payable amount as per purchase rate of Marketing Corporation (Rs 1410/- per quintal) in Rupees	Remark
1	Mr Naresh Tukaram Thakare	70/1	1.42.4	1.42.4	1.42	53.66	75663	As per Punchanama and available 7/12 extract
2	Dhananjay Bhagvan Patil	61/2	1.17.9	0.65	0.65	24.56	34635	
3	Megharaj Bhagvan Patil	21.60	1.69.5	1.54	1.54	58.20	82057	
4	Rajesh Bhaskar Patil	45	1.00.5	0.83	0.83	31.37	44226	
5	Nivrutti Lahu Patil	43	1.09.4	1.09.4	0.50	18.90	26642	
6	Raghunath Lahu Patil	44	1.17.4	1.17.4	1.17	44.21	62342	
7	Vishnu Kashinath Patil	59	0.78.3	0.78.3	0.20	7.56	10657	
8	Manoj Sadashiv Patil	46	0.73.6	0.73.6	0.74	27.96	39430	
9	Raghunath Nana Patil	12/1.37	1.27.8	1.27.8	0.98	37.03	52218	

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10	Shankar Barku Patil	33	0.73.1	0.73.9	0.47	17.76	25043	
11	Ratnaprabha Raghunath Patil	32	0.32.6	0.32.6	0.33	12.47	17584	
12	Rayba Bhagvan Patil	30, 1/2	1.17.8	1.17.8	1.18	44.59	62875	
13	Kishor Bhiva Jadhav	38	0.00	0.00	0.00	0.00	0	7/12 Not Available as per Punchnama Inspection
14	Balu Arjun Jadhav	35, 38	0.74.3	0.74.3	0.71	26.83	37832	As per Punchanama and available 7/12 extract
15	Digambar Kasha Patil	2	0.59.5	0.44	0.44	16.63	23445	
16	Vitthal Deoram Patil	68, 69	2.57	1.70	1.70	64.24	90538	
17	Ajay Bhaskar Patil	77	0.42.1	0.42.1	0.42	15.87	22379	
18	Dilip Kashinath Patil	82	0.60.5	0.31	0.31	11.71	16519	
	Total		17.54.13	15.36.60	13.51	513.57	724128	

(Total Rs 724128/- In Words Rupees Seven Lakh Twenty Four Thousand One Hundred Twenty Eight Only)

Thus, estimate of production has been made as per punchama and inspection of farmers affected due to discharge of polluted water by Ultratech Cement Company at Village Chikhale Tehsil Wada District Palghar carried out on 15/09/2015 and entries of crops on 7/12 with Talathi Saja Kone and statistics of average production of Tehsil in the year 2014 and payable amount on basis of minimum base price of Marketing Corporation.

Taluka Agriculture Officer
Wada, District Palghar
Outward No.:- TaKruAKa/Tantra/A.Sin.Aha/2458/2016

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Wada Date:- 21/07/2016

Copy To:-

1) Hon'ble Mr Kapilji Moreshwar Patil, Member of Parliament, Bhivandi Loksabha Constituency
2) Hon'ble Sub Divisional Officer, Wada, District Palghar for information and further action
3) Hon'ble Sub Divisional Agriculture Officer Wada District Palghar for information and further action
4) Hon'ble Tahsildar Wada District Palghar for information and further action
5) Manager, Ultratech Cement Ltd, Plot No 61/1 and 294/1 and 2A 95/3-7 Village Chikhale Tehdil Wada District Palghar – 421303 for further action

(T.O)

ANNEXURE R3/30

- 420

MAHARASHTRA POLLUTION CONTROL BOARD

REGIONAL OFFICE-KALYAN

Tel. No. (0251) 2310167/2310212
Fax No. (0251) 2310192
Visit us on: http://mpcb.gov.in
E.mail: srokalyan@mpcb.gov.in

Sidhivinayak Sankul,
3rd Floor, Near Oak Baug,
Station Road,
Kalyan (West) – 421 301.

No. MPCB/ROK/ROK /TB/B- 739

Date: 16/11/2015

To,
M/s. Ultra Tech Cement
BPD Division, Post Chikhale-Vijaypur
Tal. Wada, Dist. Palghar.

Sub:- Chemical Contaminated waste water discharge

Ref:- 1. Complaint received from Tahsildar, Wada on 21.8.2015
2. Proposed direction issued to your unit on 7.9.2015.
3. Interim direction issued on 8.10.2015.
4. Report of Krishi Adhikri dt. 24.9.2015 received to this office on 16.11.2015.

Pursuant to above for discharge of oil contaminated effluent to nearby nalla. This office has issued proposed direction under the Water (P&CP) Act, 1974 and Air (P&P) Act, 1981 as well as Hazardous waste (MH&TM) Rules 2008 to your unit on 7.9.2015 followed by Interim Direction on 8.10.2015. Further to check the compliance of interim direction officer of this office has visited the nalla site on 6.11.2015 along with complainant and your representative. During joint visit there was some oily layer is observed at three to four places in 100 mtr. Stretch of nallah. In view of above following directions are issued to you.

1. You shall appoint institute like IIT/NEERI to identify percolation points of water from your industry and meeting to nallah. Compliance report of said work shall be submitted to this office within three months from receipt of this letter.
2. You shall restore the nalla water quality by removing oily layer and oil contaminated soil within 15 days and dispose the oily material to CHWTSDF and submit the compliance immediately. Also nallah restoration shall be get certified from IIT/NEERI.

Dr. J.B. Sangewar
Regional Officer, Kalyan

Copy submitted for information to,
Regional Officer, MPC Board, Kalyan-III- For follow up in this matter and submission of report.

(T.C)

ANNEXURE-R3/31

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ADITYA BIRLA

Ultratech

Gen- 072/UTCL/BPD/AAC/MUM/15-16 05th January 2016

M/s. SWEEP ENVIRO Pvt Ltd.
Powai
Mumbai

Dear Sir,

With reference to your final offer dated 14.12.2015 and our verbal discussions dated 01/01/2016 had with you in the IIT Powai, Mumbai, we are pleased to place our purchase order on you for the study of water percolation from our factory in Nallah on the terms and condition mentioned below for our AAC Plant at Wada:

Scope:

Complete process and activity sheet attached as per discussion had with you with below aims & objectives –

- Study percolation point of water from industry to nearby Nallah
- Contamination quantification of Nallah water
- Methodology for the restoration of Nallah
- Analysis of silt
- Method proposed for the safe disposal of silt
- To verify compliance with standards and conditions prescribed by the regulatory bodies under the Water Act, the Environmental (Protection) Act Methodology

Methodology:

- Percolation point Study
- Sampling and analysis of water as well as their Collection, storage and transport using scientific methods
- All testing will carried out at Indian Institute of Technology, Bombay, Powai laboratories
- Transport chain modeling of contaminated water will be carried out to define the source of percolation and movement.
- Nallah water contamination quantification
- Methodology for the restoration of Nallah
- Analysis of silt
- Method proposed for the safe disposal of silt
- To verify compliance with standards and conditions prescribed by the regulatory bodies under the Water Act, the Environmental (Protection) Act
- Recommendations

UltraTech Cement Limited
(Building Products Division)

UltraTech
The Engineer's Choice

CIN: L26940MH2000PLC128420

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Pvt. Ltd.
SIMI, IITB incubated firm

Industry Name	Ultra Tech Cement

In association with IIT Bombay

Project Name	Study for source of percolation, surface water and silt
Start Date	
Principal Advisor	Prof D. N. Singh dns@civil.iitb.ac.in
End Date	
Project Lead	Indra Kant Jha indraashish@gmail.com indra@sweepenviro.com Mob. No.: +91 8879005808
Budget (INR)* *Exclusive of all taxes	18,50,000

Project Aims and Objectives	• Study percolation point of water from industry to near by Nallah • Contamination quantification of Nallah water • Methodology for the restoration of Nallah • Analysis of silt • Method proposed for the safe disposal of silt • To verify compliance with standards and conditions prescribed by the regulatory bodies under the Water Act, the Environmental (Protection) Act

Methodology	• **Percolation point Study:** Study percolation points, pumping test, water quality analysis, identification of source
	1. Sampling and analysis of water as well as their Collection, storage and transport using scientific methods 2. All testing will carried out at Indian Institute of Technology, Bombay, Powai laboratories. 3. Transport chain modelling of contaminated water will be carried out to define the source of percolation and movement.
	• **Nallah water contamination quantification:** Basic sample collection as well as their testing to quantify the extent of contamination
	• **Methodology for the restoration of Nallah:** After analysis of water, methodology for the restoration of Nallah water will be defined.
	• **Analysis of silt:** Based on Inductively Coupled Plasma method analysis of silt will be performed
	• **Method proposed for the safe disposal of silt:** Based on the analysis result, method will be proposed for their safe disposal.

(T.C.)

ANNEXURE R3/32

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ADITYA BIRLA

UltraTech

Date: 03/03/2016

To,
The Sub Divisional Officer,
Tal.-Wada, Dist.-Palghar.

Sub: 1) Required your intervention and support for restoration of nallha
2) Required NOC to the M/s.SWIPE Enviro Pvt.Ltd, IIT, Mumbai affiliated institution for collecting samples for testing / investigation of contamination of water & soil from the nallha and nearby field.

Respected Sir,

Pursuant to instructions of Tehsildar, Wada to MPCB and consequent directions of Regional Officer, MPCB, Kalyan, we have closed all the outlets which were accidently causing oil spillage from the factory. We have also cleaned layers of oil spillage form the nalha and submitted necessary reports to MPCB. In further instructions of MPCB, we have provided / complied with all the requirements / directions given by the officials of the MPCB and we are periodically doing inspection of the nalha water quality to precaution any spillage. In our routine observations, on 27th January, 2016, we understand that some oil layer is floating on the surface of the water. Upon detailed inspection, we understand the cause of existence of layer may be some quantity of oil component rest in the tree bushes, which come up as water level reduced or it may be an action of strangers to create thoughtful nuisance against the Company. It is pertinent to note here that it is not a fresh discharge from the plant as entire outlets has been closed and periodically inspected to avoid any accidental spillage

However being a law abiding company, we have suo moto taken immediate steps to clean the layers of oil. However, Villagers are obstructing the company to initiate any steps for cleaning the absurd layers. Villagers have started abusing, assaulting and

Ultratech
The Engineer's Choice

UltraTech Cement Limited
(Building Products Division)
Ahura Centre, A-Wing, 1st Floor,
Mahakali Caves Road, Andheri (East)
Mumbai - 400 093.
Tel.: +91 22 6691 7360 Fax : +91 22 66917361

Works :
Plot-61/1&2, S.No.164A, 65/3-7
Village Chikhale & Vijaypur
Tal. Wada, Dist. Palghar - 421 303
Maharashtra, India

Regd. Office:
Ahura Centre, B-wing, 2nd Floor,
Mahakali Caves Road,
Andheri (E), Mumbai - 400 093.
CIN : L26940MH2000PLC128420

Encl :- M.P.C.B intersim discussion
- Ultratech Assessment with Swipe Envr Pvt Ltd (IIT)
- letter & Swipe Envron

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ADITYA BIRLA

UltraTech

threatening for the compensation issue which can be decided upon the respective reports.Villagers are under the impression that cleaning of nalha will amounts to vindication of evidences

In view of the above, we have submitted police complaint dt.06.02.2016 and requested to take cognizance of villagers protest. Copy of the complaint is also marked to you and to the MPCB As per the MPCB's directions vide its letter MPCB/ROK/ROK/TB/B-739 dt. 16/11/2015, we have appointed M/s.SWIPE Enviro Pvt.Ltd, institution affiliated to IIT, Mumbai to identify percolation point of water from our factory and to submit the report to the MPCB.

Hence, we are hereby request you to kindly intervene and provide us your necessary directions to villagers to clean, clear and restore the absurd layer of nalha to avoid any damages. We also seek your No Objection to enable M/s.SWIPE Enviro Pvt. Ltd to do necessary pumping test / investigation of contamination of water & soil from the nalha and nearby field. Kindly issue the certificate as required and give the necessary directions to community to enable the company and MPCB to do its legal duty.

For your kind information and necessary action, Acknowledge receipt of the same as token of acceptance is appreciable.

Thanking you,

For UltraTech Cement Ltd.

Authorised Signatory

Cc: 1.Tehsildar, Wada
2.MPCB Office, Kalyan
3.Police Station, Wada

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Mahakali Caves Road, Andheri (East).
Mumbai - 400 093.
Tel : +91 22 6691 7360 Fax : +91 22 66917361

Works :
Plot-61/1&2, 94/1&2A, 95/3-7
Village Chikhale & Vijaypur
Tal. Wada, Dist. Palghar - 421 303
Maharashtra

Regd. Office:
Ahura Centre, B-wing, 2nd Floor,
Mahakali Caves Road,
Andheri (E), Mumbai - 400093
CIN : L26940MH2000PLC128420

(T.C.)

ADITYA BIRLA

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ANNEXURE R3/33

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दिनांक :- ०६-०२-२०१६.

प्रति,
मा.वरीष्ठ पोलिस निरीक्षक साहेब,
पोलिस स्टेशन वाडा,
जि.पालघर.

अर्जदार :- श्री एन. सी. महापात्रा (व्यवस्थापक),
मे.अल्ट्राटेक सिमेंट लिमिटेड, वाडा.

विषय :- कंपनीने स्वच्छ केलेल्या नाल्यात हानीकारक द्रव्याची उपलब्धी करुन, कंपनीचे विरुध्द सदर पोलीस स्टेशन तसेच इतर कार्यालयात खोटया तक्रारी करणेबाबत व दिनांक २८-०१-२०१६ ला दाखल केलेल्या अर्जास सदर जबाब तसेच खोटे पुरावा निर्माण करुन कंपनीस त्रास देऊ पाहणारे इसमांविरुध्द.

महोदय,

सदर अर्ज आणि जबाब हा एकत्र दाखल करण्यामागे हेतू असा की, अर्जदार यांचे निदर्शनास असे आले की, अर्जदाराविरुध्द कुणीतरी खोटे पुरावे निर्माण करुन अर्जदार यांनी त्यांचे कंपनीतुन वाहत्या पाण्यात तेल साडून पाणी दूषित केले आहे, असे सिध्द करण्याचे कारस्थान रचित आहे. अर्जदाराचे कंपनीतून ऑईल बाजुस वाहत्या नाल्यात जावू नये म्हणून महाराष्ट्र प्रदुषण नियामक मंडळातर्फे दिलेल्या सुचनांप्रमाणे योग्य ती व्यवस्था केली आहे. आम्ही केलेल्या व्यवस्थेची पाहणीसुध्दा मंडळातर्फे झाली असुन,सदर मंडळाने पुढे तेल झिरपणे अथवा इतर कुठलेही अपघात घडू नयेत म्हणून प्रदुषण मंडळाने सुचित केलेल्या कार्यालयाकडून संपुर्ण कंपनीचे अवलोकन व अवलोकनाप्रमाणे योग्य ती सुव्यवस्था करणेचे आदेश दिलेले आहेत.सदर आदेशान्वये आमचे आयटीआय कार्यालयाशी संपर्क होऊन अवलोकन पध्दती आकारण्याचे काम सुरु आहे. तत्पुर्वी, आमचे कंपनीने तेल झिरपणा-या सर्व जागा बंद केल्या आहेत. त्याची पाहणी खुदद प्रदुषण मंडळाने केली आहे.

सदरहू परिस्थिती असतांना, आपण कळविले प्रमाणे आमचे कंपनीविरुध्द नाला दुषित करुन पुरावे नष्ट करण्याचे खोटे आरोप लावून आपले पुढे गाववा–यांनी अर्ज दाखल केला आहे तो आम्हास मान्य व कबुल नाही. किंबहूना प्रदुषण मंडळाचे आदेशान्वये आम्ही अपघाती प्रदुषणाने दुषित नाल्यास स्वच्छ करुन अपघाताच्या स्पिलेज मुळे जाणा-या ऑईल च्या जागा बंद केल्या आहेत. असे असतांना आम्ही पुरावे नष्ट करण्याचा प्रश्नच उद्भवत नाही. तरीसुध्दा कुणीतरी मुददाम हे ऑईल नाल्याच्या प्रवाहात सोडून तसेच नाल्याच्या आजुबाजुच्या झुडपांमध्ये टाकून खोटे पुरावे निर्माण करु पहात आहे. असे वर्तन कंपनीकडुन गैरमार्गाने पैसे उकळण्याच्या हेतूने कुणीतरी करु पहात आहे. तरी सदर गोष्टींची दखल या पोलीसस्टेशनने घ्यावी.

8-2-2016

UltraTech CEMENT
The Engineer's Choice

UltraTech Cement Limited
(Building Products Division)
Ahura Centre, A Wing, 1st Floor,
Mahakali Caves Road, Andheri (East),
Mumbai - 400 093.
Tel : +91 22 6691 7360 Fax : +91 22 66917361

Works :
Plot-61/1&2, 94/1&2A, 95/3-7
Village Chikhale & Vijaypur
Tal. Wada, Dist. Palghar - 421 303
Maharashtra

Regd. Office:
Ahura Centre, B-wing, 2nd Floor,
Mahakali Caves Road,
Andheri (E), Mumbai - 400093
CIN : L26940MH2000PLC128420

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तसेच समजा जरी सदर ऑईल चा प्रवाह कंपनीकडून झाला आहे तरी,अपघाती दुषित प्रवाहास स्वच्छ करणे हे कंपनीचे वर्तन कायद्याप्रमाणे आहे.दुषित प्रवाह तसाच ठेवणे हे चुकीचे व गैरकायदेशीर आहे, याअनुषंगाने कंपनीने दुषित नाला स्वच्छ करणे म्हणजे पुरावे नष्ठ करणे हे सद्सद्विवेक बुध्दीला न पटणारे आहे, तसेच हे कुठल्याही गुन्हयाअंतर्गत नाही. किंबहूना प्रदुषण कायदा सुध्दा प्रथम प्रदुषण स्वच्छ करा असेच सांगतो.

तरी सदर म्हणणे यांस कंपनीची तक्रार आणि जबाब असे दोघेही समजावे. सदर म्हणणे हा गावक-यांनी दाखल केलेल्या अर्जास जबाब व सदर म्हणणे हे कंपनीचे विरुध्द खोटे पुरावे निर्माण करु पहाणा-याच्या विरुध्द अर्ज आपणांपुढे दाखल करतो व यावर योग्य ती कार्यवाही व्हावी, ही नम्र विनंती.

एन सी महापात्रा
व्यवस्थापक,
अल्ट्राटेक सिमेंट लिमिटेड, वाडा.

सहपत्रे :-

१ महाराष्ट्र प्रदुषण मंडळाकडून आलेले पत्र दिनांक ०८-१०-२०१५.

२ नाला सफाई करण्याबाबत महाराष्ट्र प्रदुषण मंडळाकडून आलेले पत्र दिनांक – १६-११-२०१५.

३ जमिन पाहणीकरण्यासंदर्भात स्विप एनव्हायरो हयाच्या बरोबरचा करार दिनांक ०५-०१-२०१६.

मूळ प्रतिनियुक्ती :-
मा० तहसिलदार साहेब.
ता० वाडा, जि. पालघर.

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Date: - 06/02/2016

To,

Hon'ble Senior Inspector of Police,

Police Station Wada,

District: Palghar

Applicant:- Mr N.C. Mahapatra (manager),

Msrs. Ultratech Cement Ltd, Vada

Subject:- Regarding making false complaints against the company at the police station and other offices by finding harmful substances in the nallah cleaned by the company and against those who tried to harass the company by producing reply to the application filed on 28/1/2016 as well as by framing false evidence.

Sir,

The purpose of filing this application and reply together is that, the applicant has pointed out that, there is a conspiracy by creating false evidence against the applicant to prove that the applicant has contaminated the water by leaving oil in the water flowing from his company. Appropriate arrangements have been made by the applicant company as per the instructions given by the Maharashtra Pollution Control Board so that the oil does not flow from the company to the flowing nallah. The arrangements we have made have also been reviewed by the Board, the Board has directed the Office of Pollution Control to make proper arrangements as per the observations of the entire company to prevent further oil spills or any other accidents. According to this order, we are in touch with the ITI office and work is underway to impose observation methods. Prior to that, our company has closed all the spots of oil spills. Which has been inspected by the Pollution Control Board itself.

In such a situation, we do not accept the fact that the villagers have filed an application against our company alleging false allegations of destroying evidence by contaminating the culvert. In fact, by the order of the Pollution Control Board, we have cleaned the nallah contaminated with accidental pollution and closed the oil spills from where the accidental spillage took place. That being said, the question of destroying evidence does not arise. However, someone is deliberately trying to create false evidence by leaving the

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oil in the nallah stream and also in the bushes around the nallah. Someone is trying to do this with the intention of extorting money from the company. However, this matter should be taken care of by this police station.

Also, even if the oil flow is from the company, it is the law for the company to clean up the accidentally contaminated stream. It is wrong and illegal to keep contaminated streams intact. Accordingly, it is unreasonable to state that the company destroyed the evidence by cleaning the contaminated drain. Also it is not under any crime. In fact, even the Pollution Act says clean up previous pollution first.

However, this statement should be understood as both a complaint and a response from the company. This is the answer to the application filed by the villagers and to say so is to file a complaint against those who try to create false evidence against the company and it is a humble request that appropriate action must be taken regarding this matter.

N. C. Mahapatra

Manager

Ultratech Cement Ltd., Vada

Enclosures:

1. Letter from Maharashtra Pollution Control Board dated 08/10/2015
2. Letter from Maharashtra Pollution Control Board regarding cleaning of nallah dated 16/11/2015
3. Contract with Swip Enviro for land survey dated 05/01/2016

Copy For Information-

Hon'able Tahsildar

Tah. Vada, Distt. Paalghar

(T.C.)

ANNEXURE R3/34
O/C
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ADITYA BIRLA
UltraTech

24th August 2016.

To,
The Regional Officer,
Maharashtra Pollution Control Board
Sidhivinakyak Sankul,
3rd Floor, Near Oak Baugh,
Station Road, Kaylan (W)- 421301.

Sub: To extend the scope of study pursuant to contaminated water of Nalha

Ref: Letter dated16.11.2015 from MPCB to UTCL; Letter dated 09.11.2015 from UTCL to MPCB, PO No. Gen-072/UTCL/BPD/AAC/MUM/15-16 dated 05.01.2016

Dear Sir,

This has reference to the issue of discharge of substance containing oil in nearby Nalha and your instructions for the appointment of IIT to find out percolation points of water from our unit if any.

As advised by you, we have appointed IIT to do the necessary study so that the source of contaminated discharge can be find out and removal action can be taken.

However it is observed by us that there are other industries surrounding to the Nalha which are discharging effluents into the said Nalha which may the real cause for contamination. On account of this observation we would like to bring to your notice some additional facts that are as under:

It is observed that our plant is situated at downstream as per the Nalha flow and there are other industries that are surrounded to the Nalha at the upstream direction. It is also observed that these industries are discharging their effluents into the Nalha which may be polluting the Nalha water. Particularly, One Company named North East Lubricants Pvt.Ltd., Abitghar, is having plant which is as per the information available engaged in the business of furnace oil or some processing of oil and is discharging its water/material in Nalha. This being situated in the upstream may be the cause of real contamination of Nalha.

In view of the above, we are requesting you to extend your scope of investigation and direct to IIT to collect the discharge samples from all the companies including North East Lubricants Pvt.Ltd., Abitghar. This action will get lifelong result to clean the flowing water of Nalha and will benefitted to all farmers.

Thanking you,

Yours faithfully,

For UltraTech Cement Limited

Authorized Signatory.

CC: 1. SDO, Wada.
2. Tehsildar, Wada.

26/8/16

UltraTech CEMENT
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Maharashtra

Regd. Office:
Ahura Centre, B-wing, 2nd Floor,
Mahakali Caves Road,
Andheri (E), Mumbai - 400093.
CIN: L26940MH2000PLC128420

ANNEXURE R3/35

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Maharashtra Pollution Control Board

Sub Regional Office, Kalyan-III

Phone No. (0251) 2310167
0251) 2310212
Fax No. (0251) 2310192

E.mail: srokalyan3@mpcb.gov.in
Visit us on: http://mpcb.gov.in

Siddhivinayak Sankul
3rd Floor
Near Oak Baug, Station Rd,
Kalyan (West),
Dist. Thane.

Visit Report.

1) Name & Address of the industry :- M/s. Ultratech Cement Ltd. Gut No. 61/182, 94/1, 2A, 95/5, Tal. Wada Vill. Chikale & Nijapur. Tal. Wada

2) Date of Visit. :- 12/12/2017

3) Industry Representative :- Dhamulat Contact No----------

4) Consent Status. :- Valid upto 31/3/2018.

Ind.eff. ---Nil--- Dom. eff. ---5.0---

5) Observation

→ During visit indusy is in operation and engaged in mfg fly ashed cement bricks, Dry mix powder fly ash Bricks.

→ Ind. eff Nil. Dom. eff 5.0 m³/day. Dust collector provided to mixing processing section.

→ This office has issued proposed direction vide Indus. on. 7/9/2015 & Intim Direction issued on 9/12/2015 Industry has Replied ~~Replied~~ Submitted on 16/11/2015, industry has provided

- Office wall for Loading/unloading of furnace oil
- Provided storm water holding tank with oil Skimmer and installed oil & Grease trap.

(Industry Representative) (Field Officer MPCB Kalyan-III)

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⇒ At the time of visit oil spill was not observed. also storm water drain found dry.

⇒ Septic tank, Soak pit is repaired. water consn Cannot exceed 5.0 cmD & treated wastewater shall be 200-250 mg/l BOD. Records shall. Submit water budget and amendment in existing Consent.

⇒ Industry shall plant maximum No's of tree in factory premise.

⇒ Industry has not provide IIT/NEERI report.

⇒ Industry has submitted B.G. of Rs. 5.00 lacs and it is valid upto 4/11/2016.

12/12/17

(Dahekar, Bhushan N)
Plant HR. manager

(A. R. Rokale)
For MPCB Kalyan III

(T.C)

ADITYA BIRLA

UltraTech

ANNEXURE R3/36

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Date: 13th December 2018.

To,
The Regional Officer
Maharashtra Pollution Control Board
Siddhivinayak Sankul,
3rd Floor, Near Oak Baug,
Station Road, Kalyan (W) Pin 421 301.

Sub: Reminder Letter - reply for the interim directions under section 33A of the Water (Prevention and Control of Pollution Act 1981.

Ref: Letter of Interim Direction No. MPCB/ROK/ 781
Dtd. 28/10/2016.

Dear Sir,

With reference to the above subject, we had submitted letter on 21st January 2017. We had completed all the points mentioned below:-

1) Dyke wall constructed around FO tank storage area including loading and unloading point.
2) Oil & Grease trap, Oil Skimmer installed near Boiler area.
3) Strom water holding tank constructed near Nallah inside the compound wall.

Further, as per the interim direction we are enclosing Bank Guarantee ref no. CBB/INL/MUM/3589/2016-17 dated 18/01/2017 (BG No. 13940100006524 dtd. 17/01/2017) for Rs.100000/- and assuring you that, we will take all the adequate ensure to ensure that there is no spillage of oil flow outside of our plant.

Thanking you,

for **Ultra Tech Cement Ltd.**

K S Wankhede

Nrusingh Mahapatra
Vice President – Operations

SRO 13/12/19

UltraTech CEMENT
The Engineer's Choice

UltraTech Cement Limited
Building Products Division
Ahura Centre, Ground Floor, Mahakali Caves Road, Opp. MIDC, Andheri (East), Mumbai - 400 093
T : +91 22 6692 8200 | F : +91 22 6691 7361 | W : www.ultratechbuildingproducts.com
Registered Office : Ahura Centre, 'B' Wing, 2nd Floor, Mahakali Caves Road, Andheri (East), Mumbai - 400 093
CIN : L26940MH2000PLC128420

ANNEXURE R3/37(Colly)

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MAHARASHTRA POLLUTION CONTROL BOARD

Tel: 24010437/24020781/24014701		Kalpataru Point, 2nd - 4th Floor
Fax: 24024068 / 24023515		Opp. Cine Planet Cinema,
Website: http://mpcb.gov.in		Near Sion Circle, Sion (E)
E-mail: mpcb@vsnl.net		Mumbai-400 022.

ORANGE/LSI

Consent No. BO/PCI-II/ROKN/E/EIC No.KN-3252-09/CC-08 Date: 06/01/2010

Consent to Establish under Section 25 of the Water (Prevention & Control of Pollution) Act, 1974 & under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981 and Authorization / Renewal of Authorization under Rule 5 of the Hazardous Wastes (Management, Handling & Tranboundry Movement) Rules 2008.

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

CONSENT is hereby granted to

M/s. Grasim Industries Ltd.,
Gut No. 61/182, 94/1, & 2A, 95/3 to 7,
Vill.- Chikale & Vijapur, Tal.- Wada,
Dist. – Thane.

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

1. **The Consent to Establish is granted for a period up to: Commissioning of the project or 5 years whichever is earlier.**

2. **The Consent is valid for the manufacture of -**

Sr No.	Products	Maximum Quantity
1	Fly ash based autoclaved aerated concrete blocks	19250 M^3/Month
2	Dry mix Powder	8333.3 MT/Month
3	Fly ash bricks	1944000 Nos./Month

3. **CONDITIONS UNDER WATER ACT:**

(i) . The daily quantity of trade effluent from the factory shall be **Nil.**

(ii) The daily quantity of sewage effluent from the factory shall not exceed **4.0M^3.**

(iii) **Trade Effluent:** Treatment : **Nil**

(iv) **Trade Effluent Disposal: NA**

(v) **Sewage Effluent Treatment:** The applicant shall provide comprehensive treatment system as is warranted with reference to influent quality and operate and maintain the same continuously so as to achieve the quality of treated effluent to the following standards.

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

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

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Maharashtra Pollution Control Board * Mumbai *

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

Sr. No.	Type of waste	Quantity	Treatment	Disposal

(viii) **Other conditions :** The industry shall monitor effluent quality regularly.

4. The applicant shall comply with the provisions of the Water (Prevention & Control of Pollution) Cess Act, 1977 (to be referred as Cess Act) and Rules there under:
The daily water consumption for the following categories is as under:

Domestic	5.0 CMD
Industrial processing generating Bio-Degradable waste water	Nil
Industrial processing generating Non-Bio-Degradable waste water	Nil
Industrial Boiler/Cooling etc.	837.0 CMD
Any other and gardening.	12.0 CMD

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

5. **CONDITIONS UNDER AIR ACT :**

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

A) Control Equipment:

1. Dust collector of sufficient capacity shall be provided to batching plant & at all dust generating locations and shall be operated properly and continuously.
2. There shall not be any secondary (fugitive) emissions.

B) Conditions for D.G. Set:-

1) Noise from the D.G. Set should be controlled by providing an acoustic enclosure or by treating the room acoustically. 2)Industry should provide acoustic enclosure for control of noise. The acoustic enclosure/acoustic treatment of the room should be designed for minimum 25 dB(A) insertion loss or for meeting the ambient noise standards, whichever is on higher side. A suitable exhaust muffler with insertion loss of 25 dB(A) shall also be provided. The measurement of insertion loss will be done at different points at 0.5 metres from acoustic enclosure/room and then average. 3)The industry shall take adequate measures for control of noise levels from its own sources within the premises in respect of noise to less than 75 dB(A) during day time and 70 dB(A) during the night time. Day time is reckoned between 6 a.m. to 10 p.m and night time is reckoned between 10 p.m to 6 a.m. 4) Industry should make efforts to bring down noise level due to DG set, outside industrial premises, within ambient noise requirements by proper siting and control measures.5) Installation of DG Set much be strictly in compliance with recommendations of DG Set manufacturer. 6)A proper routine and preventive maintenance procedure for DG set should be set and followed in consultation with the DG manufacturer which would help to prevent noise levels of DG set from deteriorating with use.7) D.G. Set shall be operated only in case of power failure. 8) The applicant should not cause any nuisance in the surrounding area due to operation of D.G.Set.

B) Standards for Emissions of Air Pollutants:

(i)	SPM/TPM	Not to exceed	150 mg/Nm^3
(ii)	SO2	Not to exceed	1840 Kg/day

(II) **The applicant shall observe the following fuel pattern:**

Sr.No.	Type of Fuel	Quantity
1	Furnace Oil	13.68 MT/day

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Maharashtra Pollution Control Board * Mumbai *

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(III) **The applicant shall erect the chimney(s) of the following specifications:**

Sr.No.	Chimney attached to	Height in Mtrs.
1	Boiler	11
2	D .G. Set (2000 KVA)	05 above the roof

(IV) The applicant shall provide ports in the chimney/(s) and facilities such as ladder, platform etc. for monitoring the air emissions and the same shall be open for inspection to/and for use of the Board's Staff. The chimney(s) vents attached to various sources of emission shall be designated by numbers such as S-1, S-2, etc. and these shall be painted/displayed to facilitate identification.

(V) The industry shall take adequate measures for control of noise levels from its own sources within the premises so as to maintain ambient air quality standard in respect of noise to less than 75 dB(A) during day time and 70 dB(A) during night time. Day time is reckoned in between 6 a.m. and 10 p.m. and night time is reckoned between 10 p.m. and 6 a.m.

(VI) **Other Conditions:**

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

6. **CONDITIONS UNDER HW (M&H) RULES, 1989 & AMENDMENT RULES:**

(i) The applicant shall handle hazardous wastes as specified below:

Sr. No.	Item No. as per Schedule-I	Type of Waste	Quantity	Disposal
The Industry shall not generate any of Hazardous wastes				

7. Whenever due to any accident or other unforeseen act or even, such emissions occur or is apprehended to occur in excess of standards laid down, such information shall be forthwith Reported to Board, concerned Police Station, office of Directorate of Health Services, Department of Explosives, Inspectorate of Factories and Local Body. In case of failure of pollution control equipments, the production process connected to it shall be stopped.

8. **General Conditions:**

(i) The applicant shall bring minimum 33% of the available open land under green coverage/ plantation. The applicant shall submit a yearly statement by 30th September every year on available open plot area, no. of trees surviving as on 31st March of the year and no. of trees planted by September end.

(ii) The applicant shall provide for an alternate electric power source sufficient to operate all pollution control facilities installed by he applicant and operate the same in case of power failure to maintain compliance with the terms and conditions of the consent. In the absence of same, the applicant shall stop, reduce or otherwise, control production to abide by terms & conditions of this consent regarding pollution levels.

(iii) The applicant shall make an application for renewal of the consent at least 60 days before the date of the expiry of the consent. The applicant shall not change or alter quantity, quality, the rate of discharge, temperature or the mode of the effluent/ emissions or hazardous wastes or control equipments provided for without previous written permission of the Board.

(iv) The firm shall submit MPCB, the Environmental Statement Report for the financial year ending 31st March in the prescribed Form-V as pre the provisions of rule 14 of the Environment (Protection) (Second Amendment) Rules, 1992 before 30th September every year.

Maharashtra Pollution Control Board * Mumbai *

....4

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(v) The applicant shall install a separate meter showing the consumption of energy for operation of domestic and industrial effluent treatment plants and air pollution control system. A register showing consumption of chemicals used for treatment shall be maintained. The applicant shall also submit a comparative statement of designed power and chemical consumptions vis-a vis actual power and chemical consumption along with Environmental statement.

(vi) Separate drainage system shall be provided for collection of trade and sewage effluents. Terminal manholes shall be provided at the end of collection system with arrangement for measuring the flow. No effluent shall be admitted in the pipes/sewers down- stream of the terminal manholes. No effluent shall find its way other than in designed and provided collection system. Neither storm water nor discharge from other premises shall be allowed to mix with the effluents from the factory.

(vii) The applicant shall provide facility for collection of environmental samples and samples of trade and sewage effluents, air emissions and hazardous wastes to the Board staff at the terminal or designated points and shall pay to the Board for the services rendered in this behalf. An inspection book shall be opened and made available to the Board's officers during their visit to the applicant.

(xii) The industry shall ensure that fugitive emissions from the activity are controlled so as to maintain clean and safe environment in and around the factory premises.

(xiii) The applicant shall maintain good house keeping and take adequate measures for control of pollution from all sources so as not to cause nuisance to surrounding area / inhabitants.

9. The applicant shall obtain consent to operate before starting the actual commercial production.

10. The capital investment of the proposed industry is Rs.86.58 Crores.

Maharashtra Pollution Control Board * Mumbai *

(Ajay A. Deshpande) 6/1/10
Regional Officer I/c PCI-II

To,
M/s. Grasim Industries Ltd.,
Gut No. 61/182, 94/1, & 2A, 95/3 to 7,
Vill.- Chikale & Vijapur, Tal.- Wada,
Dist. – Thane.

Copy to:
RO, MPCB – Kalyan- They are directed to ensure compliance of consent conditions
SRO – Kalyan-II/CAO/Cess Branch/Master file
Received Consent fee of -

Amount	D.D.No.	Date	Drawn on
Rs.75000/-	404798	30/07/2009	HDFC Bank

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MAHARASHTRA POLLUTION CONTROL BOARD

Tel: 24010437/24020781/24014701	Kalpataru Point, 2nd - 4th Floor
Fax: 24024068 / 24023515	Opp. Cine Planet Cinema,
Website: http://mpcb.gov.in	Near Sion Circle, Sion (E)
E-mail: mpcb@vsnl.net	Mumbai-400 022.

ORANGE/LSI

Consent No. BO/PCI-II/ROKN/E/EIC No.KN-3430-10/CC-164 Date: 31/03/2010

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

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

CONSENT is hereby granted to

M/s. Grasim Industries Ltd.,
Gut No. 61/1&2, 94/1, & 2A, 95/3 to 7,
Vill.- Chikale & Vijapur, Tal.- Wada,
Dist. – Thane.

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

1. **The Consent to Operate is granted for a period up to: 31/03/2012.**

2. **The Consent is valid for the manufacture of -**

Sr No.	Products	Maximum Quantity
1	Fly ash based autoclaved aerated concrete blocks	19250 M^3/Month
2	Dry mix Powder	8333.3 MT/Month
3	Fly ash bricks	1944000 Nos./Month

3. CONDITIONS UNDER WATER ACT:

(i) The daily quantity of trade effluent from the factory shall be **Nil.**

(ii) The daily quantity of sewage effluent from the factory shall not exceed **4.0M^3.**

(iii) **Trade Effluent:** Treatment : **Nil**

(iv) **Trade Effluent Disposal: NA**

(v) **Sewage Effluent Treatment:** The applicant shall provide comprehensive treatment system as is warranted with reference to influent quality and operate and maintain the same continuously so as to achieve the quality of treated effluent to the following standards.

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

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

Maharashtra Pollution Control Board Mumbai

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

Sr. No.	Type of waste	Quantity	Treatment	Disposal
---	---	---	---	---

(viii) **Other conditions :** The industry shall monitor effluent quality regularly.

4. The applicant shall comply with the provisions of the Water (Prevention & Control of Pollution) Cess Act, 1977 (to be referred as Cess Act) and Rules there under:
The daily water consumption for the following categories is as under:

Domestic	5.0 CMD
Industrial processing generating Bio-Degradable waste water	Nil
Industrial processing generating Non-Bio-Degradable waste water	Nil
Industrial Boiler/Cooling/sprinkling/mixing.	597.0 CMD
Any other and gardening.	12.0 CMD

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

5. **CONDITIONS UNDER AIR ACT :**

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

A) Control Equipment:

1. Dust collector of sufficient capacity shall be provided to batching plant & at all dust generating locations and shall be operated properly and continuously.
2. There shall not be any secondary (fugitive) emissions.

B) Conditions for D.G. Set:-

1) Noise from the D.G. Set should be controlled by providing an acoustic enclosure or by treating the room acoustically. 2)Industry should provide acoustic enclosure for control of noise. The acoustic enclosure/acoustic treatment of the room should be designed for minimum 25 dB(A) insertion loss or for meeting the ambient noise standards, whichever is on higher side. A suitable exhaust muffler with insertion loss of 25 dB(A) shall also be provided. The measurement of insertion loss will be done at different points at 0.5 metres from acoustic enclosure/room and then average. 3)The industry shall take adequate measures for control of noise levels from its own sources within the premises in respect of noise to less than 75 dB(A) during day time and 70 dB(A) during the night time. Day time is reckoned between 6 a.m. to 10 p.m and night time is reckoned between 10 p.m to 6 a.m. 4) Industry should make efforts to bring down noise level due to DG set, outside industrial premises, within ambient noise requirements by proper siting and control measures.5) Installation of DG Set much be strictly in compliance with recommendations of DG Set manufacturer. 6)A proper routine and preventive maintenance procedure for DG set should be set and followed in consultation with the DG manufacturer which would help to prevent noise levels of DG set from deteriorating with use.7) D.G. Set shall be operated only in case of power failure. 8) The applicant should not cause any nuisance in the surrounding area due to operation of D.G.Set.

B) Standards for Emissions of Air Pollutants:

(i)	SPM/TPM	Not to exceed	150 mg/Nm^3
(ii)	SO2	Not to exceed	1840 Kg/day

(II) **The applicant shall observe the following fuel pattern:**

Sr.No.	Type of Fuel	Quantity
1	Furnace Oil	13.68 MT/day

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Maharashtra Pollution Control Board Mumbai

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(III) **The applicant shall erect the chimney(s) of the following specifications:**

Sr.No.	Chimney attached to	Height in Mtrs.
1	Boiler	11
2	D .G. Set (2000 KVA)	05 above the roof

(IV) The applicant shall provide ports in the chimney/(s) and facilities such as ladder, platform etc. for monitoring the air emissions and the same shall be open for inspection to/and for use of the Board's Staff. The chimney(s) vents attached to various sources of emission shall be designated by numbers such as S-1, S-2, etc. and these shall be painted/displayed to facilitate identification.

(V) The industry shall take adequate measures for control of noise levels from its own sources within the premises so as to maintain ambient air quality standard in respect of noise to less than 75 dB(A) during day time and 70 dB(A) during night time. Day time is reckoned in between 6 a.m. and 10 p.m. and night time is reckoned between 10 p.m. and 6 a.m.

(VI) **Other Conditions:**

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

6. **CONDITIONS UNDER HW (M&H) RULES, 1989 & AMENDMENT RULES:**

(i) The applicant shall handle hazardous wastes as specified below:

Sr. No.	Item No. as per Schedule-I	Type of Waste	Quantity	Disposal
The Industry shall not generate any of Hazardous wastes				

7. Whenever due to any accident or other unforeseen act or even, such emissions occur or is apprehended to occur in excess of standards laid down, such information shall be forthwith Reported to Board, concerned Police Station, office of Directorate of Health Services, Department of Explosives, Inspectorate of Factories and Local Body. In case of failure of pollution control equipments, the production process connected to it shall be stopped.

8. **General Conditions:**

(i) The applicant shall bring minimum 33% of the available open land under green coverage/ plantation. The applicant shall submit a yearly statement by 30th September every year on available open plot area, no. of trees surviving as on 31st March of the year and no. of trees planted by September end.

(ii) The applicant shall provide for an alternate electric power source sufficient to operate all pollution control facilities installed by he applicant and operate the same in case of power failure to maintain compliance with the terms and conditions of the consent. In the absence of same, the applicant shall stop, reduce or otherwise, control production to abide by terms & conditions of this consent regarding pollution levels

(iii) The applicant shall make an application for renewal of the consent at least 60 days before the date of the expiry of the consent. The applicant shall not change or alter quantity, quality, the rate of discharge, temperature or the mode of the effluent/ emissions or hazardous wastes or control equipments provided for without previous written permission of the Board.

(iv) The firm shall submit MPCB, the Environmental Statement Report for the financial year ending 31st March in the prescribed Form-V as pre the provisions of rule 14 of the Environment (Protection) (Second Amendment) Rules, 1992 before 30th September every year.

....4

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(v) The applicant shall install a separate meter showing the consumption of energy for operation of domestic and industrial effluent treatment plants and air pollution control system. A register showing consumption of chemicals used for treatment shall be maintained. The applicant shall also submit a comparative statement of designed power and chemical consumptions vis-a vis actual power and chemical consumption along with Environmental statement.

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9. The capital investment of the proposed industry is Rs 86.58 Crores.

Maharashtra Pollution Control Board * Mumbai *

31/3/11

(Ajay A. Deshpande)
Regional Officer I/c PCI-II

To,
M/s. Grasim Industries Ltd.,
Gut No. 61/182, 94/1, & 2A, 95/3 to 7,
Vill.- Chikale & Vijapur, Tal.- Wada,
Dist. – Thane.

Copy to:
RO, MPCB – Kalyan/SRO-Kalyan-III.
-- They are directed to ensure compliance of consent conditions
CAO/Cess Branch/Master file
Received Consent fee of -

Amount	D.D.No.	Date	Drawn on
Rs.75000/-	415767	12/01/2010	HDFC Bank

(F.C.)

ANNEXURE R3/38 (Colly)

Excellent Enviro Laboratory & Research Center

Format No. EELRC/LAB/F/073-7.8 441

INDOOR AIR QUALITY ANALYSIS REPORT

Client's Name & Address	Report No.	EELRC/ABD/W-01/03/2020-21
M/s UltraTech Cement Plot No. 61/1 & 2, 94/1 & 2 A, 95-7, Village Chikhale &Vijaypur, Taluka-Wada, Dist-Thane	Date of Reporting	12/03/2021

SAMPLING DETAILS

01) Location of Sampling	Work Area
02) Sample Status (Sealed/Unsealed)	Sealed
03) Sample Collected By	M/s. Excellent Enviro Laboratory & Research Centre
04) Date of Sampling	03/03/2021
05) Date of Sample Received in Lab	05/03/2021
06) Analysis Start Date	05/03/2021
07)Sampling Duration	8 Hrs
08)Ambient Temperature	26.3°C To 31.1°C
09) Humidity	52 % To 74 %

RESULT

Sr. No.	Parameter	UOM	Results of Sample	Limits	Testing Method
1	Temperature	°C	32	NS	Instrumental
2	Relative Humidity	%	57.0	30 to 60*	IS 5075
3	Particulate Matter ($PM_{2.5}$)	mg/m^3	0.4	Max. 0.015*	IS 5182(Part 23)2006
4	Particulate Matter (PM_{10})	mg/m^3	35	NS	IS:5182, (Part – 23) RA July-2017: 2006
5	Formaldehyde	ppm	0.06	0.75	Method 116, Methods of Air Sampling and Analysis, 3rd
6	Carbon Dioxide (CO_2)	ppm	375	Max. 1000*	EPA Method 10
7	Carbon Monoxide (CO)	ppm	0.58	Max. 9*	NOSH 6604
8	Oxygen (O_2)	%	19.8	>19.5**	NOSH 6601
9	Ozone (O_3)	ppm	0.021	Max. 0.1*	APHA 2nd Edition
10	Total Volatile Organic Compounds (TVOC)	mg/m3	0.5	Max. 3#	IS 5075
11	Total Bacterial Count	CFU/Plate	24	Max. 500#	APHA 23rd 2017,9921
12	Yeast & Mold	CFU/Plate	14	Max. 500#	IS 1622(R.A. 1996)

UOM – Unit of Measurement

***ASHRAE Standards Guidelines**As per Factory Act, 1948 #Guidelines for Good Indoor Air Quality in Office Premises/building**

Note:-"The results pertain to tested portion of sample

Authorized Signatory

Mr. Subhash Mudgadkar
(Business Head)

******************End of Report******************

Excellent Enviro Laboratory & Research Centre D-52/18 MIDC Waluj Aurangabad

AN "ENVIRONMENTAL LABORATORY"

Recognised by MOEF & CC, New Delhi, Gazette Notification S.O. 388 (E) Dated (09 February 2017 to 08 February 2022)

REGISTERED OFFICE
D-52/18, MIDC, Waluj, Aurangabad - 431 136.
Tel. (0240-6641879
• 07745069001
08668441453

MUMBAI OFFICE
Dhawalgiri Co-op. Hsg. Society, Building No.1, Flat No. B-3, Near Peace Park Hotel, Thane Naka, Panvel - 410 206
• 08652671991/08668441453

PUNE OFFICE
Gut No. 1252, Tuljai Nagar, Behind Gharkul Building, No. C-11, Spine Road, Newale Wasti Chikhali, Pune - 411062
• 09767838931/08668441453

Website : www.eelab.in/eelab@excellentenviro.com
info@excellentenviro.com

IQCS

Approvals
- ISO 9001 : 2015
- ISO 14001 : 2015
- OHSAS 45001: 2018
- NABL & MOEF & CC approved laboratory By Govt. of India

442

Excellent Enviro Laboratory & Research Center

Format No. EELRC/LAB/F/073-7.8

INDOOR AIR QUALITY ANALYSIS REPORT

Client's Name & Address	Report No.	EELRC/ABD/W-02/03/2020-21
M/s UltraTech Cement Plot No. 61/1 & 2, 94/1 & 2 A, 95-7, Village Chikhale &Vijaypur, Taluka-Wada, Dist-Thane	Date of Reporting	12/03/2021

SAMPLING DETAILS

01) Location of Sampling	
02) Sample Status (Sealed/Unsealed)	Sealed
03) Sample Collected By	M/s. Excellent Enviro Laboratory & Research Centre
04) Date of Sampling	03/03/2021
05) Date of Sample Received in Lab	05/03/2021
06) Analysis Start Date	05/03/2021
07)Sampling Duration	8 Hrs
08)Ambient Temperature	26°C To 31.1°C
09)Humidity	52% To74%

RESULT

Sr. No.	Parameter	UOM	Results of Sample	Limits	Testing Method
1	Temperature	°C	35	NS	Instrumental
2	Relative Humidity	%	49.9	30 to 60*	IS 5075
3	Particulate Matter ($PM_{2.5}$)	mg/m^3	0.0120	Max. 0.015*	IS 5182(Part 23)2006
4	Particulate Matter (PM_{10})	mg/m^3	27.5	NS	IS:5182, (Part – 23) RA July-2017: 2006
5	Formaldehyde	ppm	0.06	0.75	Method 116, Methods of Air Sampling and Analysis, 3rd
6	Carbon Dioxide (CO_2)	ppm	280	Max. 1000*	EPA Method 10
7	Carbon Monoxide (CO)	ppm	0.8	Max. 9*	NOSH 6604
8	Oxygen (O_2)	%	22.5	>19.5**	NOSH 6601
9	Ozone (O_3)	ppm	0.035	Max. 0.1*	APHA 2nd Edition
10	Total Volatile Organic Compounds (TVOC)	mg/m^3	0.55	Max. 3#	IS 5075
11	Total Bacterial Count	CFU/Plate	25	Max. 500#	APHA 23rd 2017,9921
12	Yeast & Mold	CFU/Plate	19	Max. 500#	IS 1622(R.A. 1996)

UOM – Unit of Measurement

*ASHRAE Standards Guidelines, **As per Factory Act 1948, #Guidelines for Good Indoor Air Quality in Office Premises/building

Note:-"The results pertain to tested portion of sample"

Authorized Signatory

Mr. Subhash Mudgadkar
(Business Head)

**********End of Report**********

AN "ENVIRONMENTAL LABORATORY"
Recognised by MOEF & CC, New Delhi, Gazette Notification S.O. 388 (E) Dated (09 February 2018 to 08 February 2022)

Excellent Enviro Laboratory & Research Centre D-52/18 MIDC Waluj Aurangabad

REGISTERED OFFICE :
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• 07745000991
08068441453

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Building No.1, Flat No. B-3
Near Peace Park Hotel,
Thane Naka, Panvel - 410 206
• 08652671991/08068441453

PUNE OFFICE
Gut No. 1252, Tuljai Nagar
Behind Gharkul Building
No. C-11, Spine Road
Newale Wasti Chikhali
Pune - 411062
• 09767838931/08668441453

Website : www.eelab.in/eelab@excellentenviro.com
info@excellentenviro.com

IQCS

❖ ISO 9001: 2015
❖ EMS 14001 : 2015
❖ OHSAS 45001: 2018
❖ NABL & MOEF & CC approved laboratory By Govt. of India

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Excellent Enviro Laboratory & Research Center

Format No. EELRC/LAB/F/066-7.8

AMBIENT NOISE MONITORING REPORT

Client's Name & Address	Report No.	EEL/ABD/A-03/03/2020-21
M/s Ultra Tech Cement Plot No. 61/1 & 2, 94/1 & 2 A, 95-7, Village Chikhale &Vijaypur, Taluka-Wada, Dist-Thane	Date of Reporting	12/03/2021

SAMPLING DETAILS

01) Location of Sampling	As Listed Below in the Table	
01) Sampling Procedure	IS 4758	
02) Sample Collected By	M/s. Excellent Enviro Laboratory & Research Centre	
03) Date of Sampling	03/03/2021	
04) Time of Sampling & Sampling Duration	At 11:00AM and at 10:00 PM	
06) Sampling Duration	Day & Night	
07) Instrument Details	Serial No.	4201
	Make	LUTRON
	Calibration Date	Calibration On: 19/02/2021 Due On: 29/02/2022

RESULT

Sr.No.	Location Name	Result (Day Time)	Result (Night Time)
MPCB Standard Limit		≤ 75	≤ 70
1	Entrance	75	40
2	Work Area	70	65
3	Reception	60	45
4	DG STACK	65	50

1) Limit during day time <75 (day time shall mean from 6.00 am to 10.00 pm)

2) Limit during Night time <70 (Night time shall mean from 10.00 pm to 6.00 am)

3)* dB(A) Leq denotes the limit weighted avg. of the level of sound in decibel on scale A which is related to human hearing. A decibel is a unit in which noise is measured.

4) "A" in db (A) Leq, denotes the frequency weighting in the measurement of noise and corresponds to frequency response characteristics of the human hear.

5) Leq: it is the energy mean of the noise level over a specified period.

Authorized Signatory

Mr. Subhash Mudgadkar
(Business Head)

**********End of Report**********

Excellent Enviro Laboratory & Research Centre
D-52/18
MIDC Waluj
Aurangabad

REGISTERED OFFICE
D-52/18, MIDC Waluj,
Aurangabad - 431 136
Tel. 0240-2481859
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08668441453

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Building No.1, Flat No. B-3,
Near Peace Park Hotel,
Thane Naka, Panvel - 410 206
• 08652671991/08668141153

PUNE OFFICE
Gut No. 1252, Tuljai Nagar
Behind Gharkul Building
No. C-11, Spine Road
Newale Wasti Chikhali
Pune - 411062
• 09767838031/08668141153

Website : www.eelab.in/eelab@excellentenviro.com
info@excellentenviro.com

Accredition & Approvals
❖ ISO 9001: 2015
❖ EMS 14001 : 2015
❖ OHSAS 45001: 2018
❖ NABL & MOEF & CC approved laboratory By Govt. of India

444

Excellent Enviro Laboratory & Research Center

Format No. EELRC/LAB/F/066-7.8

AMBIENT AIR MONITORING REPORT

Client's Name & Address	Report No.	EEL/ABD /A-04/03/2020-21
M/s Ultra Tech Cement Plot No. 61/1 & 2, 94/1 & 2 A, 95-7, Village Chikhale &Vijaypur, Taluka-Wada, Dist-Thane	Date of Reporting	12/03/2021

SAMPLING DETAILS

01) Location of Sampling	Near Main Gate	
02) Sampling Procedure	IS 5182 Part 5	
03)Sample Volume	SO_2:30 ml ×1 no. (Plastic Bottle), NO_2:30 ml×1 no. (Plastic Bottle) PM_{10}:1×1no. (Filter Paper), $PM_{2.5}$:1×1no. (Filter Paper)	
04) Sample Status (Sealed/Unsealed)	Sealed	
05) Sample Collected By	M/s. Excellent Enviro Laboratory & Research Centre	
06) Date of Sampling	03/03/2021	
07) Time of Sampling & Sampling Duration	From 11:40 AM	
08) Date of Sample Received in Lab	05/03/2021	
09) Analysis Start Date	05/03/2021	
10) Ambient Temperature	29°C	
11) Dry Bulb Temperature	28°C	
12) Wet Bulb Temperature	26°C	
13) Relative Humidity	67% RH	
14) Instrument Details	Make /Model No.	POLLTECH /PRM -DCAF 2.5/10µ
	Serial No.	0418
	Calibration Date	Calibration on:22/09/2020, Due On:21/09/2021

RESULTS

Sr. No.	Parameter	UOM	Results	NAAQ Standards	Standard Method
1	Particulate Matter (PM_{10})	µg/m³	85	≤ 100	USEPA (40 CFR) Part 50
2	Particulate Matter ($PM_{2.5}$)	µg/m³	52	≤ 60	USEPA (40 CFR) Part 50
3	Sulphur Dioxide (SO_2)	µg/m³	40	≤ 80	IS 5182 (Part 2): 2001
4	Nitrogen Dioxide (NO_2)	µg/m³	45	≤ 80	IS 5182(Part 6):2006
5	Ammonia (NH_3)	µg/m³	50	≤ 400	Method 401 Air sampling and Analysis 3rd Edition
6	Carbon Monoxide (CO)	mg/m³	0.7	≤ 04	GC FID Methanizer Method
7	Ozone (O_3)	µg/m³	<25	≤ 180	Method 411 Air sampling and Analysis 3rd Edition
8	Lead (Pb)	µg/m³	<0.4	≤ 1.0	APHA 3120 B
9	Arsenic (As)	ng/ m³	<2	≤ 06	APHA 3120 B
10	Nickel (Ni)	ng/ m³	<1.2	≤ 20	APHA 3120 B
11	Benzene (C_6H_6)	µg/m³	< 0.18	≤ 05	IS 5182 Part 11:2006
12	Benzo (a) Pyrene (BaP)	ng/ m³	< 0.8	≤ 01	IS 5182 Part 12:2004

UOM – Unit of Measurement

Note- "The results pertain to tested portion of sample"

Authorized Signatory

Mr. Subhash Mudgalkar
(Business Head)

End of Report

REGISTERED OFFICE :
D-52/18, MIDC Walu,
Aurangabad - 431 136.
Tel. 0240-6641870
• 07745066061
08068441453

MUMBAI OFFICE
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Website : www.eelab.in/eelab@excellentenviro.com
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Laboratory & Approvals
• ISO 9001:2015
• D-52/18, MIDC Walu, Aurangabad
• NABL & MOEF & CC approved Laboratory By Govt. of India

445

Excellent Enviro Laboratory & Research Center

Format No. EELRC/LAB/F/069-7.8

WASTE WATER ANALYSIS REPORT

Client's Name & Address	Report No.	EEL/ABD/WW-05/03/2020-21
M/s Ultra Tech Cement Plot No. 61/1 & 2, 94/1 & 2 A, 95-7, Village Chikhale &Vijaypur,Taluka-Wada. Dist Thane	Date of Reporting	12/03/2021

SAMPLING DETAILS

01) Location of Sampling	STP Inlet
02) Sampling Procedure	APHA 1060 B 23rd Edition
03) Sample Volume	2 ltr×1 no. Plastic Can
04) Sample Status (Sealed/Unsealed)	Sealed
05) Sample Collected By	M/s. Excellent Enviro Laboratory & Research Centre
06) Date of Sampling	03/03/2021
07) Time of Sampling	15:30 PM
08) Date of Sample Received in Lab	05/03/2021
09) Analysis Start Date	05/03/2021
10) Sampling Type	Grab Sampling

RESULTS

Sr.No	Parameter	UOM	Result of Sample	Testing Method
1	pH	-	7.6	APHA 4500 – H^+ B.
2	Chemical Oxygen Demand(COD)	mg/ltr	390	IS 3025 (Part 58)
3	Suspended Solids (SS)	mg/ltr	335	APHA 2540 D
4	Total Dissolved Solids (TDS)	mg/ltr	1180	APHA 2540 – C
5	Oil & Grease (O&G)	mg/ltr	10	IS 3025 (Part-39):1991
6	Biochemical Oxygen Demand (BOD) 3 days @27°C	mg/ltr	175	IS 3025 (Part-44):1993

INSTRUMENT DETAILS

Name of Equipment	Sr. No.	Model No.	Make	Calibration Date
pH Meter	18060131	EE/LAB/INS/001	ESICO	Calibration On: 27/06/2020, Due On: 26/06/2021
Weighing Balance	3138284	CX220/EELRC/EQP/EWB/08	CITIZON	Calibration On: 23/01/2021, Due On: 22/01/2022
BOD Incubator	61231	BTL/EELRC/EQP/BOD/04	BIO TECHNO LAB	Calibration On: 23/01/2021, Due On: 22/01/2022
Hot Air Oven	70933	BTI-29/EELRC/EQP/HAO/03	BIO TECHNIQUES INDIA	Calibration 23/01/2021, Due On: 22/01/2022
COD Digester	ST006	COD 2015 M /EELRC/EQP/COD/05	SPECTRALAB	Calibration On: 23/01/2021, Due On: 22/01/2022

UOM – Unit of Measurement

Note:-"The results pertain to tested portion of sample"

Authorized Signatory

Mr. Subhash Mudgalkar
(Business Head)

Excellent Enviro Laboratory & Research Centre D-52/18 MIDC Waluj Aurangabad

**********End of Report**********

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Excellent Enviro Laboratory & Research Center

Format No. EELRC/LAB/F/069-7.8

WASTE WATER ANALYSIS REPORT

Client's Name & Address	Report No.	EEL/ABD/WW-06/03/2020-21
M/s Ultra Tech Cement Plot No. 61/1 & 2, 94/1 & 2 A, 95-7, Village Chikhale & Vijaypur, Taluka-Wada, Dist-Thane	Date of Reporting	12/03/2021

SAMPLING DETAILS

01) Location of Sampling	STP Outlet
02) Sampling Procedure	APHA 1060 B 23rd Edition
03) Sample Volume	2 ltr×1 no. Plastic Can
04) Sample Status (Sealed/Unsealed)	Sealed
05) Sample Collected By	M/s. Excellent Enviro Laboratory Research Centre
06) Date of Sampling	03/03/2021
07) Time of Sampling	15:30 PM
08) Date of Sample Received in Lab	05/03/21
09) Analysis Start Date	05/03/21
10) Sampling Type	Grab Sampling

RESULTS

Sr. No.	Parameter	UOM	Results of Sample	Limits	Testing Method
1	pH	-	7.4	5.5 - 9.0	APHA 4500 – H^+ B
2	Chemical Oxygen Demand (COD)	mg/ltr	140	250	IS 3025 (Part 58)
3	Total Suspended Solids (TSS)	mg/ltr	50	100	APHA 2540 D
4	Total Dissolved Solids (TDS)	mg/ltr	1150	NS	APHA 2540 – C
5	Oil & Grease (O&G)	mg/ltr	<7	10	IS 3025 (Part-39):1991
6	Biochemical Oxygen Demand (BOD) 3 days @27°C	mg/ltr	25	30	IS 3025 (Part-44):1993

INSTRUMENT DETAILS

Name of Equipment	Sr. No.	Model No.	Make	Calibration Date
pH Meter	18060131	EE/LAB/INS/001	ESICO	Calibration On: 27/06/2020, Due On: 26/06/2021
Weighing Balance	3138284	CX220/EELRC/EQP/EWB/08	CITIZON	Calibration On: 23/01/2021, Due On: 22/01/2022
BOD Incubator	61231	BTL/EELRC/EQP/BOD/04	BIO TECHNO LAB	Calibration On: 23/01/2021, Due On: 22/01/2022
Hot Air Oven	70933	BTI-29/EELRC/EQP/HAO/03	BIO TECHNIQUES INDIA	Calibration 23/01/2021, Due On: 22/01/2022
COD Digester	ST006	COD 2015 M /EELRC/EQP/COD/05	SPECTRALAB	Calibration On: 23/01/2021, Due On: 22/01/2022

UOM – Unit of Measurement

Note:-"The results pertain to tested portion of sample"

Authorized Signatory

Mr. Subhash M[illegible]gaonkar
(Business Head)

Excellent Enviro Laboratory & Research Centre D-52/18 MIDC Waluj Aurangabad

**********End of Report**********

REGISTERED OFFICE :
D-52/18, MIDC Waluj,
Aurangabad - 431 136.
Tel. 0240-6641879
• 07745050901
08068441453

MUMBAI OFFICE
Dhawalgiri Co-op Hsg. Society,
Building No 1, Flat No. B-3,
Near Peace Park Hotel
Thane Naka, Panvel - 410 206
• 08652671991 08068441453

PUNE OFFICE
Gut No. 1252, Tuljai Nagar
Behind Gharkul Building
No. C-11, Spine Road
Newale Wasti Chikhali
Pune - 411062
• 09767838931/08068441453

Website : www.eelab.in/eelab@excellentenviro.com
info@excellentenviro.com

IQCS
❖ ISO 9001 : 2015
❖ EMS 14001 : 2015
❖ OHSAS 45001: 2018
❖ NABL & MOEF & CC approved laboratory By Govt. of India

447

Excellent Enviro Laboratory & Research Center

Format No. EELRC/LAB/F/067-7.8

SOURCE (STACK) EMISSION MONITORING REPORT

Client's Name & Address	Report No.	EEL/ABD/S-07/03/2020-21
M/s UltraTech Cement Plot No. 61/1 & 2, 94/1 & 2 A, 95-7, Village Chikhale &Vijaypur, Taluka-Wada, Dist-Thane	Date of Reporting	12/03/2021

SAMPLING DETAILS

01) Location of Sampling	DG STACK No. 1(200 KVA)	
02) Sampling Procedure	IS 11255	
03)Sample Volume	Thimble: 1 ×1no. SO_2: 30 ml ×1 no. (Plastic Bottle)	
04) Sample Status (Sealed/Unsealed)	Sealed	
05) Sample Collected By	M/s. Excellent Enviro Laboratory & Research Centre	
06) Date of Sampling	03/03/2021	
07) Time of Sampling & Sampling Duration	From 12:00 PM to 13:00 PM (1hr)	
08) Date of Sample Received in Lab	05/03/2021	
09) Analysis Start Date	05/03/2021	
10) Material of Stack	MS	
11) Stack Height	12.5 meter	
12) Type of Stack	Round	
13) Flue Gas Temperature	115K	
14) Velocity	8 m/sec	
15) Diameter of Stack	0.13 meter	
16) Stack Area	0.0132 m^2	
17) Gas Volume	262 Nm^3/hr	
18) Fuel Used	Diesel (23 Lit/Hr)	
19) Instrument Details	Make/ Model No.	Asha Enviro/350
	Serial No.	SMK-01
	Calibration Date	Calibration on:09/07/2020, Due On:08/07/2021

RESULT

Sr. No.	Parameter	UOM	Results	Limits	Standard Method
1	Total Particulate Matter	mg/Nm^3	62	150	IS 11255 (Part 1), RA July-2014: 1985
2	Sulphur Dioxide (SO_2)	mg/Nm^3	68	NS	IS 11255 (Part 2), RA July-2017: 1985
3	Nitrogen oxide (NO_X)	mg/Nm^3	85	NS	IS 11255, (Part 7):2005
4	NMHC	mg/Nm3	-	NS	Instrumental
5	Carbon Monoxide (CO)	g/kw-hr	-	<3.5	GC FID Methanizer Method

UOM: Unit of Measurement

Authorized Signatory

Mr. Subhash Modgaonkar
(Business Head)

Excellent Enviro Laboratory & Research Centre D-52/18 MIDC Waluj Aurangabad

**********End of Report**********

REGISTERED OFFICE :
D-52/18, MIDC Waluj,
Aurangabad - 431 136.
Tel. 0240-6641879
• 07745060001
08668441453

MUMBAI OFFICE
Dhawalgiri Co-op. Hsg. Society,
Building No.1, Flat No. B-3,
Near Peace Park Hotel,
Thane Naka, Panvel - 410 206
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PUNE OFFICE
Gut No. 1252, Tajjat Nagar
Behind Gharkul Building
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Newale Wasti Chikhali
Pune - 411062
• 09767838931/08068441453

Website : www.eelab.in/eelab@excellentenviro.com
info@excellentenviro.com

Accreditation & Approvals
- ISO 9001: 2015
- EMS 14001 : 2015
- OHSAS 45001: 2018
- NABL & MOEF & CC approved laboratory By Govt. of India

448

Excellent Enviro Laboratory & Research Center

Format No. EELRC/LAB/F/067-7.8

SOURCE (STACK) EMISSION MONITORING REPORT

Client's Name & Address	Report No.	EEL/ABD/S-08/03/2020-21
M/s UltraTech Cement Plot No. 61/1 & 2, 94/1 & 2 A, 95-7, Village Chikhale& Vijaypur,Taluka-Wada, Dist-Thane	Date of Reporting	12/03/2021

SAMPLING DETAILS

01) Location of Sampling	DG STACK No. 2(200 KVA)	
02) Sampling Procedure	IS 11255	
03)Sample Volume	Thimble: 1 × 1no. SO_2: 30 ml × 1 no. (Plastic Bottle)	
04) Sample Status (Sealed/Unsealed)	Sealed	
05) Sample Collected By	M/s. Excellent Enviro Laboratory & Research Centre	
06) Date of Sampling	03-03-2021	
07) Time of Sampling & Sampling Duration	From 12:00 PM to 13:00 PM (1hr)	
08) Date of Sample Received in Lab	05/03/2021	
09) Analysis Start Date	05/03/2021	
10) Material of Stack	MS	
11) Stack Height	12.5 meter	
12) Type of Stack	Round	
13) Flue Gas Temperature	115 K	
14) Velocity	8 m/sec	
15) Diameter of Stack	0.13 meter	
16) Stack Area	0.0132 m^2	
17) Gas Volume	263 Nm^3/hr	
18) Fuel Used	Diesel (23 Lit/Hr)	
19) Instrument Details	Make/ Model No.	Asha Enviro/350
	Serial No.	SMK-01
	Calibration Date	Calibration on:09/07/2020, Due On:08/07/2021

RESULT

Sr. No.	Parameter	UOM	Results	Limits	Standard Method
1	Total Particulate Matter	mg/Nm^3	65	150	IS 11255 (Part 1), RA July-2014: 1985
2	Sulphur Dioxide (SO_2)	mg/Nm^3	68	NS	IS 11255 (Part 2), RA July-2017: 1985
3	Nitrogen Oxide (NO_x)	mg/Nm^3	80	NS	IS 11255, (Part 7):2005
4	NMHC	mg/Nm3	-	NS	Instrumental
5	Carbon Monoxide (CO)	g/kw-hr	-	<3.5	GC FID Methanizer Method

UOM: Unit of Measurement

Authorized Signatory

Mr. Subhash Mangalkar
(Business Head)

**********End of Report********** ***

Enviro Laboratory & Research Centre D-52/18 MIDC Waluj Aurangabad

T.C.

ANNEXURE R3/39

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21.12.2020

The Tehsildar,
Taluka Wada,
Dist. Thane.

Subject: Representation for payment of compensation to the affected farmers

Dear Sir,

This is in reference to the agriculture officer visit to conduct the survey of the field of affected farmers whose crops may have been contaminated due to accidental spillage of Oil. As per the Spot Panchnama Report dated 15.09.2015, Agriculture officer observed that there are 17 farmers who got affected. On its Assessment Report dated 21.07.2016, the Agriculture Officer has assessed the compensation amount of Rs. 7,24,128/- for the damages caused to the field/crops.

As per above, UTCL has been in discussion with the affected farmers to resolve this issue. However, it has been observed that few of the farmers are not willing for settlement. It is necessary to inform here that manufacturing plant of cement block of UltraTech Cement Limited (UTCL) situated at Wada has been facing some operational issues due to which plant is not in a very sound financial position.

Needless to mention, UTCL is law abiding company and believes in protection of environment and takes all measures to protect the environment. It is observed that the said flowing "Nalha" water has oil layer despite of closure of percolation points as directed by MPCB. This itself shows that there is possibility of contamination of water due to spillage of oil from the other industries situated nearby or on the upward directions. UTCL also requested to find out the root cause for such spillage that may cause harm to farmers and to the environment. However, there were no action taken till date.

Despite above-mentioned challenges, UTCL has always tried to maintain cordial relation with the locals and encouraged employment for them.

Without prejudice above, UTCL have shown its willingness to pay compensation to affected farmers and hereby requested you to kindly extend full cooperation in this regards and initiate appropriate procedure to make necessary payments to affected farmers as per the Assessment Report dated 21.07.2016.

Thanking you.

Yours' faithfully
For UltraTech Cement Limited
(Formerly known as M/s. Grasim Industries Ltd. [Cement Division])

Authorized Signatory
Arvind Kumar Gupta

Encl: 1. Copy of Compensation statement of Agriculture office, Wada.

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...ट्रेक लिमिटेड, कंपनीतून दूषित पाण्यामुळे शेतीचे नुकसा... मौजे उंबरपाडा (दि.१५/०९/२०१६चे पंचनामानुसार) ता.वाडा जि.पालघर यांचे कार्यालय

अ.क्र.	शेतक-याचे नाव	७/१२ नुसार सर्व्हे नंबर	एकुण क्षेत्र हे.आर.	७/१२ प्रमाणे भात पिकाखालील क्षेत्र हे.आर.	एकुण भात पिकाचे क्षेत्रा पैकी बाधीत क्षेत्र हे.आर	सरासरी २०१६ चे उत्पादना नुसार बाधीत क्षेत्राचे अपेक्षित उत्पादन (३७.७९ क्वी./हे) क्वी./हे.	पनण महा म.कडील २०१६ खरेदी दरानुसार (रू.१४१०/-प्रति क्वी.)देय रक्कम रुपये	शेरा
१	श्री.नरेश तुकाराम ठाकरे	७०/१	१.४२.४	१.४२.४	१.४२	५३.६६	७५१८३	पंचनामा व प्राप्त ७/१२ नोंदीनुसार
२	धनंजय भगवान पाटील	६१/२	१.१७.१	०.६५	०.६५	२४.५६	३४६३५	
३	मेघराज भगवान पाटील	२९.६०	१.६९.५	१.५४	१.५४	५८.२०	८२०५७	
४	राजेश भास्कर पाटील	४५	१.००.५	०.८३	०.८३	३१.३७	४४२२६	
५	निवृत्ती लहु पाटील	४३	१.०९.४	१.०९.४	०.५०	१८.९०	२६६४२	
६	रघुनाथ लहु पाटील	४४	१.१७.४	१.१७.४	१.१७	४४.२१	६२३४२	
७	विष्णु काशिनाथ पाटील	५९	०.७८.३	०.७८.३	०.२०	७.५६	१०६५७	
८	मनोज सदाशिव पाटील	४६	०.७३.६	०.७३.६	०.७४	२७.९६	३९४३०	
९	रघुनाथ नाना पाटील	१२/१,३७	१.२७.८	१.२७.८	०.९८	३७.०३	५२२१८	
१०	शंकर बारकु पाटील	३३	०.७३.९	०.७३.९	०.४७	१७.७६	२५०४३	
११	रत्नप्रभा रघुनाथ पाटील	३२	०.३२.६	०.३२.६	०.३३	१२.४७	१७५८४	
१२	रायबा भगवान पाटील	३०,१/२	१.१७.८	१.१७.८	१.१८	४४.५९	६२८७५	
१३	किशोर शिवा जाधव	३८	०.००	०.००	०.००	०.००	०	पंचनामा पाहणी नुसार ७/१२ अप्राप्त
१४	चाकु अर्जुन जाधव	३५ ,३८	०.७४.३	०.७४.३	०.७१	२६.८३	३७८३२	पंचनामा व प्राप्त ७/१२ नोंदीनुसार
१५	दिगंबर कशा पाटील	२	०.५९.५	०.४४	०.४४	१६.६३	२३४४५	
१६	विठ्ठल देवराम पाटील	६८, ६९	२.५७	१.७०	१.७०	६४.२४	९०८३	
१७	अजय भास्कर पाटील	७७	०.४२.१	०.४२.१	०.४२	१५.८७	२२३७९	
१८	दिलीप काशिनाथ पाटील	८२	०.६०.५	०.३१	०.३१	११.७१	१६५१८	
	एकुण		१७.५४.९३	१५.३६.६०	१३.५९	५१३.५७	७२४१२८	

(एकुण रू.७२४१२८/-अक्षरी रक्कम रूपये सात लाख चोवीस हजार एकशे अठ्ठावीस मात्र)

वांदलपाडा ता.वाडा चिखले ता.वाडा जि.पालघर येथिल अल्ट्राटेक सिमेंट कंपनीचे दूषित पाण्यामुळे बाधीत शेतक-यांचे दि.१५/०९/२०१५ चे पंचनामा व पाहणीनुसार नमूद तालुक्याचे सजा कोंबे पांचेकडील ७/१२ वरील पिकांचे नोंदीनुसार व मौजे उंबरपाडा येथिल तालुक्याचे सरासरी उत्पादनाचे आकडेवारीनुसार अपेक्षित उत्पादन व पनण महामंडळाकडील किमान आधारभूत खरेदीचे रक्कमेवरून देय रक्कम काढणेत आली आहे.

तालुका कृषी अधिकारी
वाडा जि.पालघर

जा.क्र.ताकृअवा/तंत्र/प्र.क्र. ४५८ /२०१६
वाडा दिनांक-२१/०७/२०१६

प्रति) मा० श्री० कपिलजी मोरेश्वर पाटील खासदार, शिवडी लोकसभा.

2.मा.उपविभागीय अधिकारी [illegible] पालघर यांस माहिती व पुढिल कार्यवाहिसाठी सविनय सादर.

3.मा.उपविभागीय कृषी अधिकारी [illegible] जि.पालघर यांस माहिती व पुढिल कार्यवाहिसाठी सविनय सादर.

4.मा.तहसिलदार वाडा [illegible] यांस माहिती व पुढिल कार्यवाहिसाठी सादर.

5.व्यवस्थापक अल्ट्राटेक सिमेंट [illegible] प्लॉट नं.६३/१ व २ ९४/१ब २ अ १५/३-७ मौजे चिखले [illegible] ४२१३०३ यांस पुढिल कार्यवाहिसाठी सादर.

तालुका कृषी अधिकारी
वाडा जि.पालघर

T:(1)

Court Clerks, Delhi Office Proof of Service 451

From: Prerna Singh
Sent: 06 October 2021 13:45
To: adv.manasi.joshi@outlook.com; rpsabban@gmail.com
Cc: Shweta Kabra; Court Clerks, Delhi Office; ngt-pune@gov.in
Subject: RE: Advance Service | Counter Affidavit on behalf of R-3 | OA 71/2019
Attachments: COUNTER V-2.pdf

VOLUME-II

Dear All

This email is being addressed to you on behalf of Respondent No.3, i.e. **Ultratech Cement Limited** in **OA No. 71 of 2019,** titled **"Dhananjay Patil & Ors. v The State of Maharashtra and Ors."** before the Hon'ble National Green Tribunal at Pune. We hereby serve you with the **Volume-II of the Counter Affidavit** being filed on behalf of Respondent No.3 in the aforesaid matter.

You are requested to kindly acknowledge the receipt of the same.

Regards
Prerna Singh

From: Prerna Singh
Sent: 06 October 2021 13:43
To: 'adv.manasi.joshi@outlook.com' <adv.manasi.joshi@outlook.com>; 'rpsabban@gmail.com' <rpsabban@gmail.com>
Cc: Shweta Kabra <shweta.kabra@khaitanco.com>; Court Clerks, Delhi Office <courtclerk.del@khaitanco.com>; 'ngt-pune@gov.in' <ngt-pune@gov.in>
Subject: Advance Service | Counter Affidavit on behalf of R-3 | OA 71/2019

VOLUME-I

Dear All

This email is being addressed to you on behalf of Respondent No.3, i.e. **Ultratech Cement Limited** in **OA No. 71 of 2019,** titled **"Dhananjay Patil & Ors. v The State of Maharashtra and Ors."** before the Hon'ble National Green Tribunal at Pune. We hereby serve you with the **Volume-I of the Counter Affidavit** being filed on behalf of Respondent No.3 in the aforesaid matter.

You are requested to kindly acknowledge the receipt of the same.

Regards
Prerna Singh

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