

REQUEST FOR PROPOSAL (RFP) DOCUMENT
FOR THE SALE OF LAND PARCEL THROUGH E-AUCTION
AT
VILLAGE BOPKHEL, PUNE
MAHARASHTRA - 411031

RFP No. HPIL/Pune/2025-26/01 dated 18.02.2026

Hemisphere Properties India Limited
(A Government of India Enterprise)

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DISCLAIMER

The information contained in this Request for Proposal (herein after referred to as “RFP”) document or subsequently provided to the Bidders, is subject to the terms and conditions set out in this RFP document.

The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Eligibility and Financial Proposal. This RFP does not purport to contain all the information for all the persons, and it is not possible for HPIL, their employees or any of its agencies/ consultants/ advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources. HPIL and their employees & representatives or any of its agencies/ consultants/ advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability, or completeness of the RFP document.

HPIL may in its own discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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1. BACKGROUND

- 1.1. Hemisphere Properties India Limited (HPIL) is a Central Public Sector Enterprise (CPSE) incorporated in year 2005 as Real Estate Company and presently under the Ministry of Housing and Urban Affairs (MoHUA), Government of India.
- 1.2. The surplus land of Tata Communications Ltd (erstwhile known as Videsh Sanchar Nigam Ltd) was hived off/ demerged into HPIL through Order of Demerger approved by Hon'ble National Company Law Tribunal & Ministry of Corporate Affairs.
- 1.3. HPIL presently owns a land parcel at village Bopkhel, Taluka Haveli, Pune, Maharashtra – 411031 and the land parcel(s) offered under this E-Auction are part of the Bopkhel Village.
- 1.4. The '**Said Land Parcel**' is admeasuring **3,54,600 sq.m.** is available for sale under **Bopkhel** village and is currently vacant. The said land Parcel under Bopkhel village is part of larger layout of HPIL Land in Dighi, Bhosari and Kalas village.

- 1.5. Details of Land Parcel:

Name of State	Maharashtra		
Name of District	Pune		
Name of the City	Pune		
Address	Survey Nos. 133/136/ते/14, Village Bopkhel, Taluka Haveli,		
Details of Property	As Annexed		
Present usage	Residential (Refer Annexure III)		
Approach Road	18m RoW Bopkhel Road		
Property Surroundings	Tata Communications Ltd. Campus on North side		
Land Parcel Available on Sale	Name of Land Parcel	Defined Land Use	Size of Land Parcel in sq.m.
	Bopkhel Village Land Parcel	Residential	3,54,600*

- 1.6. *In case of any variation in the actually handed over land area of the 'Said Land Parcel' vis-à-vis the area stated in this RFP, the Sale Consideration shall be adjusted on pro-rata basis as per Clause 8.30 of this RFP document, based on actual area handed over to Successful Bidder.
- 1.7. The intending bidder can participate for the Land Parcel as outlined in above table of clause 1.5, wherein the bidder has to fulfil the eligibility & submittal criteria for the said land parcel as per clause no. 3.4 & 4 separately.
- 1.8. Vacant possession of the "Said Land Parcel" shall be handed over by HPIL to the Successful Bidder on 'as is where is' basis.
- 1.9. The **Transaction-** HPIL is desirous of selling and transferring to the Successful Bidder, the 'Said Land Parcel', on "**as is where is, in present condition as it is and No Complaint Basis only**"

basis (Transaction). In order to give effect to the Transaction, HPIL is keen on identifying the Successful Bidder through an agreed mechanism, i.e., through outright sale of the 'Said Land Parcel' from HPIL to such Successful Bidder, by E-Auction, to be conducted in such manner as indicated further in this RFP.

- 1.10. **HPIL's Representation** - HPIL has appointed **M/s Jones Lang LaSalle (JLL) Property Consultants (India) Private Ltd.** (hereinafter referred to as "JLL") as the Transaction Advisors to assist them in works related to bid process management and conclusion of transactions related to the said land parcel.

2. SCHEDULE OF 'SAID LAND PARCEL'

- 2.1. **Title and ownership:** HPIL is the owner of the 'Said Land Parcel', with legal and marketable title of the 'Said Land Parcel'.

Note: The Bidders are informed that there is one ongoing case on the said land parcel i.e. W.P. 4747/2016 titled as Kumari Mangala Sadashiv Ghule vs Union of India & Ors pending before the Hon'ble High Court of Bombay. The said petition challenges the acquisition of land vide Government Notification No. 3722/14 dated 10/8/1925 in respect of land admeasuring 35.72 hectares from Survey No. 133 + 136 to 141, Village Bopkhel, Dist. Pune. A copy of the W.P. 4747/2016 is attached with the present RFP as **Annexure-I**.

The Bidders are also informed that the Hon'ble Supreme Court in a Civil Appeal filed by the Tata Communications Limited (i.e. the predecessor in interest of the present land Parcel) bearing Civil Appeal No. 9741-9742 of 2010 titled as Tata Communications Ltd. vs Santosh Babanrao Walke & Ors vide its order dated 15.11.2010 has been pleased to observe and direct as under:

- “3. *Brief facts which are necessary to dispose of these appeals are recapitulated as under:*

The land measuring about 774 acres was acquired by the Government of Bombay for Indian Radio Telegraph Company, in the year 1925. In the year 1947, after independence, this company was taken over by the Government of India giving birth to Overseas Communication Service – a Department of the Government of India and the lands were transferred in the name of the President of India.

4. In the year 1986, it was transferred to Videsh Sanchar Nigam Ltd. (VSNL), a wholly owned Government of India undertaking to whom all assets and liabilities of Overseas Communication Service were transferred. The land has been in use and possession of the appellants and their predecessors for the last 85 years. After a delay of about 85 years, a public interest litigation was filed in the Bombay High Court. It may be pertinent to mention here that when this petition earlier came up for hearing before a Division Bench of the High Court on 22.07.2009, following order was passed:

- 1. “Heard.*
 - 2. We will highly appreciate if the respondent-State is able to place on record as to whether any Award under Section 11 of the Land Acquisition Act, 1894 was passed subsequent to the notification issued under Section 6 of the Land Acquisition Act and published in the Bombay Government Gazette dated August 20, 1925 in respect of the subject land. We also grant leave to the petitioner to suitably amend the petition which is in the nature of public interest litigation, for which an application should be filed along with the Schedule of Draft Amendment, as in our view the relief sought in the petition can only be restricted to payment of compensation.*
 - 3. Stand over to 36th August, 2009.”*
- 5. On 20th January, 2010, while issuing rule in the 3 petition, the Bombay High Court directed that during the pendency of the petition, respondent-authorities i.e. State Government as well as Bharat Sanchar Nigam Limited shall preserve the land and would not carry out any construction*

over the portion of the land for which no compensation has been paid to the tenants/land owners.

6. *In the earlier order of 22nd July, 2009, quoted above, leave was granted to the petitioner in the public interest litigation (respondent herein) to amend the petition which was in the nature of public interest litigation in which the relief sought was restricted to payment of compensation only.*
7. *In the facts and circumstances of this case, we see no justification in subsequently passing an order restraining the State Government from constructing over the land in question, particularly when the writ petition itself had been filed after a delay of 85 years and the land stood acquired as early as in 1925.*
8. *On consideration of the totality of the facts and circumstances of the case, we set aside the impugned order dated 20th January, 2010 by which the State Government as well as Bharat Sanchar Nigam Limited have been restrained from carrying out any construction over the land in question and request the High Court to dispose of the writ petition as expeditiously as possible.*
9. *In case the claimants are entitled for any compensation, the same would be paid to them by the concerned authorities in accordance with law.*
10. *With the aforementioned observations and directions, these appeals are disposed of.”*
A copy of the order dated 15.11.2010 passed by the Hon’ble Supreme Court is annexed with the present RFP as **Annexure -II**.

From a perusal of the aforementioned order dated 15.11.2010 passed by the Hon’ble Supreme Court, it is ex facie apparent that the land in question has been transferred to VSNL and the relief, if any, that can be claimed by the Petitioner in W.P. 4747/2016 pending before the Hon’ble High Court of Bombay has been limited to compensation only.

- 2.2. **Bidders are informed that post issuance of ‘Acceptance Letter’ to the successful bidder, the successful bidder shall be liable for payment of compensation to the Petitioner in W.P. No. 4747 of 2016 pending before High Court of Bombay, in case after adjudication of the case, the liability to pay such compensation comes upon the HPIL. In other words, the successful bidder shall be liable for payment of compensation in case the liability of such payment comes upon the HPIL after adjudication of the aforesaid case. The successful bidder shall also be at liberty to apply for ‘impleadment’ in the aforesaid case post issuance of the ‘Acceptance Letter’.**

In addition to the above, the bidders are also informed that post execution of sale deed, the on-going court case pertaining to the said land parcel, shall be transferred to the successful bidder who shall bear sole responsibility for all legal fees, court costs, and any compensation or damages decided by the court. HPIL shall not be held liable for any such expenses or compensation.

- 2.3. The transfer to the Successful Bidder of the ‘Said Land Parcel’ shall be in pursuance to the provisions of this RFP and the Successful Bidder would be provided legal and marketable title thereto of the ‘Said Land Parcel’, free and clear.

3. BIDDING PROCESS

3.1. Schedule of Bidding Process

S. N.	Particulars	Timeline
1.	Release of Advertisement by HPIL	18.02.2026
2.	<ul style="list-style-type: none"> • Download of documents from the web portals; https://hpil.ENivida.com • Inspection of Property (with prior appointment only) • Last Date & Time for submission of EMD • Period of availability of RFP document, registration and submission of documents on the E-Auction /Registration Portal 	From 18.02.2026 , 18:00 hrs onwards and upto 23.03.2026 till 17:00 hrs
3.	Pre-bid meeting	15:00 hrs on 06.03.2026
4.	Period of mock E-auction for the purpose of awareness of the bidders (interested bidder (s) are required to contact) Railtel: M: +91-8448288982, M: +91-8448288980, M: +91- 9355030617, L: 011-49606060 JLL: Shubham Sharma; M: +91-8503969395; E: Shubham.SSharma@jll.com	17.03.2026 (15:00 hrs)
5.	Date of E-Auction	25.03.2026 (11:00 hrs) to 25.03.2026 (13:59 hrs) or till the extended period as per clause 3.7 of this document
6.	Issue of Acceptance Letter	To be intimated directly to the Declared Successful Bidder

3.2. Bidding Methodology – E-Auction

This is a single stage process and as the name suggests, it comprises of the E-Auction Stage. To be eligible in the E-Auction Stage, all the Bidders who have successfully registered themselves and subject to fulfillment of required technical documents are eligible to participate in the E-Auction process on the scheduled date and time as per clause 3.1.

Post E-Auction stage, the technical documents of only the H1 Bidder for the said land parcel will be

opened. Thereafter, in case the H1 bidder is not found eligible during the technical evaluation, then the bid for the said land parcel shall be cancelled.

3.3. Registration

The intending bidders must read all the documents of sale/purchase including terms and conditions of sale/purchase as mentioned in this RFP document carefully and he/she/it should only submit his/her/its bid if he/she/it considers himself/herself/itself eligible.

HPIL /RAILTEL shall not be liable in any manner for any mistake in interpretation of any term by the bidder or their failure to seek any clarifications from HPIL/ RAILTEL which may be necessary.

S.No.	Particulars	Amount
1.	Cost of RFP document	Free of Cost
2.	Registration Fee (Non-Refundable) for the registration formalities with ENivida portal	₹ 3,540 (Inclusive of GST).
3.	Auction Processing Fee (Non-refundable) and Payment shall be made through online payment gateway available at https://hpil.ENivida.com	₹ 17,700/- (Inclusive of GST)

Note: GST invoice will be generated in the system/portal once Auction Processing Fee payment is made by the Bidder and the same can be downloaded by bidder.

- a) The bidder shall be required to register themselves with M/s Railtel (for holding e-Auction) along with fulfillment of all KYC requirements as outlined on the registration/e-auction portal and shall possess Class III - Digital Signatures for uploading and encryption of the same.
- b) Bidders are required to upload documents using Digital Signature key as a token of Acceptance of Terms and conditions of RFP for Registration before making payment of Earnest Money Deposit (EMD).
 - i. Digitally signed Latest RFP document along with Corrigendum/ Addendum if any.
 - ii. Digitally signed Application form(s) duly filled along with enclosures as per **Annexure 1-8**.
- c) Bidders are required to pay the Earnest Money Deposit (EMD) amount for the 'Said Land Parcel' as detailed in Section 3.2, 3.3 & 3.4, through the payment modes available on ENivida.
- d) Link for Registration manual is available on <https://hpil.ENivida.com>. Click 'Bidder Enrolment' link available on the homepage of this website to get registered and avail User ID & Password.

Contact details of Helpdesk for Registration/Auction Support are:

S.N.	Organization	Name	Designation	Contact No.	Email ID
1.	RailTel Corporation of India Limited	[.]	[.]	+91-8448288982, +91-8448288980, +91- 9355030617, 011-49606060	eprochelpdesk.54@gmail.com, eprochelpdesk.18@gmail.com eprochelpdesk.19@gmail.com
2.	JLL	Mr. Shubham Sharma	Vice President, JLL India	+91- 8503969395	Shubham.SSharma@jll.com
3.	HPIL	Sh. Rajeev Kumar Das	Director	011-23783012	Inquiry.hpil@gmail.com, contactushpil@gmail.com

- Bidder can register till 2 (TWO) hours before the Last Date & Time for submission of EMD as per clause 3.1.
- Bidders are advised to register early to avoid possible delays at late hours.

3.4. Financial Parameters

The value of the various financial parameters used in this RFP document are as follows:

S.N.	Details of Land Parcel	Size of Land Parcel in sq.m.	Reserve Price of the Land Parcel (₹)	EMD (₹)	Net Worth Criteria (₹)
1.	Bopkhel Land Parcel	3,54,600	600 crores	30 crores	150 crores

Note: The Bid amount quoted by Bidder shall not include Success Fee i.e. success fee to the Transaction Advisor shall be paid by the bidder separately as outlined in clause 8.37 below.

3.5. Pre-bid Meeting

- Pre-bid meeting of the 'Said Land Parcel' will be scheduled on the date mentioned in the tentative schedule of bidding process section of this RFP. The mode (Physical/online) of meeting will be communicated separately.
- Bidders are expected to submit the queries and name of attendee (s) through mail ("inquiry.hpil@gmail.com; contactushpil@gmail.com") at least one day prior to the Pre-Bid meeting.

3.6. Earnest Money Deposit (EMD)

- The Bidders should submit EMD specified in Clause 3.4 for the land parcel, through the modes available on ENivida.
- The EMD of the bidders other than highest bidder (H1) will be refunded /released by Auction Agency within **15 working days** from the closing of E-Auction without interest.

- c) Post e-auction stage, the technical documents submitted by the H1 bidder shall be subject to detailed scrutiny and evaluation in accordance with the eligibility criteria and terms stipulated in the RFP document

In the event it is determined, during such evaluation, that the H1 bidder has made any material misrepresentation, furnished false or misleading information, suppressed relevant facts, or submitted inadequate documents affecting its eligibility, the Earnest Money Deposit (EMD) shall be liable to forfeiture, in accordance with the terms and conditions of the RFP document, after issuance of a written notice and providing a reasonable opportunity of being heard to the H1 bidder, in compliance with the principles of natural justice.

- d) EMD of highest bidder (to be termed as 'Successful Bidder' after issuance of Acceptance Letter by HPIL), shall be treated as part payment towards sale of the Land Parcel and shall be adjustable in the consideration value as per the details mentioned in 'payment schedule' (clause 7.12)

3.7. E Auction Process

A. Pre-Auction Stage

- 1) A notice inviting E-Auction would be published mentioning the details of the 'Said Land Parcel', Earnest Money Deposit (**EMD**) requirement, closing date and time within that, the bidders shall finish their registration, fulfil the requirements as specified in the profile section portal upload their documents and time of bidding etc.
- 2) Bidders desirous of bidding for the 'Said Land Parcel' will have to complete the registration formalities with e-Nivida portal by paying the **non-refundable** registration fees of ₹ 3,540 (**Inclusive of GST**).
- 3) Bidder will also be required to have a class III Digital Signature Certificate (DSC) (**Signing and Encryption type**) during the entire auction process.
- 4) In order to participate in the auction process, the Bidder shall submit a **non-refundable Auction Processing fee** of ₹ 17,700/- (**Inclusive of GST**) .
- 5) Bidder will also require depositing the Earnest Money Deposit "**EMD**" amount for the 'Said Land Parcel' as detailed in **Clause 3.2, 3.3 & 3.4** above.
- 6) All the payment has to be done through the online modes available on e-Nivida portal. On receipt of the payment, the Bidders shall be made eligible and submit their bid in the E-Auction stage.
- 7) The technical documents shall be submitted in one part, (against which he/she shall also upload required documents) before the E-Auction process.
- 8) As part of the documentation, Bidder would be required to submit responses against certain

commercial and technical terms and would also be required to upload supporting document. An indicative technical document format is mentioned in Annexures 1 to 8.

B. E-Auction Stage

- 1) The reserve price as specified in Clause no. 3.4 above will serve as the starting price (“**Starting Auction Price**”) for the land parcel in the E-Auction stage.
- 2) At the start of the e-Auction on the specified date as per clause 3.1, Bidders will be shown the Starting Auction Price which incidentally is the Reserve Price for the ‘Said Land Parcel’.
- 3) Bidders would be required to bid greater than the ‘Starting Auction Price’. Please note that the system would not allow the Bidders to bid lower than or equal to the ‘Starting Auction Price’.
- 4) E-Auction will be a single parameter incremental bidding process wherein the Bidder would be able to view the last H1 bid or Starting Auction Price.
- 5) The Bidders would increase the bid in multiples of minimum incremental value of **Rs. 50,00,000/- (Rupees Fifty Lakhs only)** unless mentioned otherwise on the e-Auction portal.
- 6) Initially there is a fix duration say **3 (Three) hours** or as published on e-Auction portal), for which the e-Auction is scheduled. However, there is a concept of auto-extension whereby the e-Auction is extended by a fixed amount of time i.e. 10 mins, if a valid bid (**i.e. bid greater than the prevailing H1 or highest bid**) is received in the last 10 minutes of auction closing time.
- 7) This process goes on till no new incremental bid is received within the auto- extension period. After the close of the e-Auction, a final highest bid or ‘**Final H1 bid**’ will emerge.
- 8) The decision to declare the Bidder with Final H1 Bid as the Successful Bidder will be however reserved and declared only when the technical verification of documents evaluation is completed by HPIL.

C. Post E-Auction Stage

- 1) The Technical documents of the Bidder with **H1 Price Bid only** for the said land Parcel will be opened by the HPIL. Subsequently, based on the responses submitted by the **H1 Bidder** and supporting documents uploaded by them, evaluation will be done by the HPIL to determine the **technically qualified Bidder for the said land Parcel** (“Technically Qualified Bidder”) based on the eligibility criteria as specified in clause 3.4 & 4 of the RFP.
- 2) HPIL reserves the right to reject bidder with H1 Price Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the HPIL in respect of such Bid. HPIL however reserves the right to seek clarifications/ pending documents in order to enable omissions to be dealt with during evaluation process.
- 3) In case, the Bidder with Final H1 Bid for the land Parcel is found technically not qualified in

the evaluation process, then HPIL shall cancel the process of bidding for the said land parcel. In the occurrence of such event, HPIL reserves the right to put the said Land Parcel for Re-Auction in due course of time.

3.8. E-Auction Methodology and Terms

- 1) The bidding shall be for sale price of the said land parcel. The Bidder(s) are required to quote the sale price in the e-auction over and above the reserve price.
- 2) The EMD amount for the said land parcel is mentioned in clause 3.4 of RFP.
- 3) Bidder paying the required EMD for the said land Parcel as mentioned in clause 3.4 of the RFP is eligible for participating in e-auction of the said land parcel .
- 4) During the e-auction process, in case any bid is given within the last 10 minutes period before closing of bid, then an extension of time of 10 minute(s), shall become due automatically and this extension in period shall continue till no fresh bid is received in last 10 minutes period from the scheduled/extended period of closing of bid. If no fresh bid is received in last 10 minutes period from the scheduled/extended period of closing of bid, then bid shall get automatically closed.
- 5) HPIL reserves the right to defer/ cancel/ alter/ amend/modify/add the terms & conditions of sale at any stage prior to the date of e-auction, without assigning any reasons whatsoever; and/or accept/reject any or all or withdraw the Said land parcel from sale at any stage prior to issuance of Acceptance Letter, without assigning any reason. Any amendment made will form part of the terms and conditions and no individual intimation will be sent to the bidders. Bidders are advised to download a fresh copy of this document as mentioned under “Tentative Schedule of Bidding Process” section of this RFP.
- 6) The bidders are not permitted to withdraw/ modify/ surrender/ cancel the bid once the process of bidding is concluded and in case the bid is withdrawn/modified/cancelled or surrendered then the EMD and other payments, made by the bidder shall be forfeited. This shall be without prejudice to other rights or remedies that may be available to HPIL.

3.9. Other Conditions:

- a. Bidders would be required to submit technical documents during the initial Stage. The tentative formats of the technical documentation are mentioned below. In addition to submitting their responses against the various terms mentioned in the said format, the Bidder shall upload supporting documents on the e-Auction Portal.

- b. **The format as mentioned below** is only indicative and not exhaustive. HPIL reserve the right to update/ add/ delete/ edit any clause as mentioned in the below table. The format as displayed on the e-Auction portal will be considered as the final formats in which the technical documents shall be submitted.

S.N.	Technical / Commercial Term	Bidders Response (Agree only/ Remark)
1	I/ WE agree to all terms and conditions mentioned in the RFP and its addenda/ corrigenda	AGREE
2	In case the Bidder has registered in the category of Institution / partnerships /Society / Company/ funds such as AIF registered funds in India and PE funds, documentary proof including latest Annual Report / Memorandum and Articles of Association/ Registration Certificate shall accompany during the registration. <i>(Bidder is required to upload the necessary document)</i>	AGREE
3	In case the Bidder is bidding as a Consortium, please declare the Name of Lead Member, number of members in such Consortium, the contact details of each member and shareholding of each such member. <i>(Please input N/A in case not submitting as Consortium)</i>	REMARK
4	Please note a Bidder or a member of a Consortium can be a member in only One Consortium. If a Bidder /member of the consortium participates in more than one Bid for the ‘Said Land Parcel’, all Bids of which it is a part shall be summarily rejected.	AGREE
5	In case bidding as a Consortium, the members should have entered into a Consortium Agreement (CA) (as per Annexure-5) between themselves. One of the members of Consortium need to be nominated as a Lead Member who should have highest percentage of the equity/ownership stake, and such percentage should be at least 26% (twenty six percent) of equity/ownership stake in the Consortium (“ Lead Member ”) to act and represent on behalf of all the members of the Consortium for the Transaction. Each member of the Consortium shall hold at least 10% equity/ownership stake in the Consortium. A copy of this CA shall be enclosed with the Bid. <i>(Bidder required to upload the necessary document)</i>	AGREE

S.N.	Technical / Commercial Term	Bidders Response (Agree only/ Remark)
6	After receipt of the Bid, there shall be no change in composition of Consortium (either inclusion of a new member or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid.	AGREE
7	<p>The financial eligibility required that the Bidder shall have a minimum Net Worth (the “Financial Capacity”) as specified in Clause 3.4 at the close of the preceding financial year (i.e. as on 31.03.2025).</p> <p>A Bidder not having the required documentation to prove its net-worth will not be eligible to take part in bidding process.</p> <p>a. Net worth for a Company: “Net worth” shall be calculated as the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure, and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.</p> <p>b. Net worth for a Partnership Firm LLP: “Net worth” shall be calculated as aggregate value of Partners’ Capital, all reserves created out of the profits and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure, loan to the partners, and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.</p> <p>c. Net worth for an Individual: Individual Net worth statement certified by a Chartered Accountant comprising aggregate value of assets and deducting liabilities. (Net worth = Total Assets – Total Liabilities)</p> <p>d. Net worth for Funds: Net worth shall be considered as committed capital or 0.25 times of assets under management. Net worth for Society and Trust: “Net worth” shall be calculated as aggregate value of capital fund, general and surplus reserves (if any), corpus fund, other current assets after deducting the aggregate value of the accumulated liabilities and provisions for liabilities and miscellaneous expenditure not written off as per the audited balance sheet, but</p>	REMARK

S.N.	Technical / Commercial Term	Bidders Response (Agree only/ Remark)
	<p>does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. (Bidder required to upload the necessary documents such as statutory auditor certificate (CA Certificate in case of Individuals), audited financial statements, etc., to support the claim of net worth under each category as applicable)</p> <p>Individual Net worth statement certified by a practicing Chartered Accountant and in the case of others, Net worth statement certified by the statutory auditor, shall be submitted for the purpose of demonstrating its financial capabilities.</p>	
8	<p>The Bidders as part of the financial documents shall submit the audited annual reports as per Annexure-2. In case of a Consortium, the audited annual reports of each member of the Consortium shall be submitted. If audited annual report for current Financial Year is not yet ready, then the Bidders shall submit report for immediately preceding Financial Year along with an affidavit from the statutory auditor certifying that annual report for current Financial Year has not been audited so far.</p>	AGREE
9	<p>For the purpose of evaluation of Financial Capacity of the Consortium, each member's contribution towards the net worth of the Consortium shall be considered in the same ratio of their equity participation in the Consortium, subject to the members meeting the threshold of minimum 10% equity participation in the Consortium.</p>	AGREE

Note: Bidders are requested to submit the net worth Certificate certified by their statutory auditor, or chartered accountants in the case of individuals along with Annexure(s).

- c. The supporting documents submitted by the Bidder shall be in English language. In case the original document is in any other language, a translated and certified copy of the same in English language shall also be submitted. Payments of Sale Consideration shall be made through the online modes available on ENivida portal to HPIL as per instructions issued at the time of issuance of Acceptance letter.
- d. E-Auction start time, closing time, inspection schedule and other dates & times mentioned in the e-Auction catalogue may be treated as (IST) Indian Standard Time only. The rates shall be quoted in Indian Rupees only.

4. ELIGIBILITY CRITERIA

- 4.1 Only the entities specified in clause 5.6 who are legally competent to enter into a contract and competent for purchase of Land and property in India are eligible.
- 4.2 The bidder can be a single entity or a consortium. The members should have entered into a consortium agreement between themselves. One of the members of consortium need to be nominated as a lead member as specified in point no. 3 of the table in clause 3.9 and all members of the consortium to hold minimum equity/ownership stake in the consortium as specified in the abovementioned clause.
- 4.3 Any foreign entity participation shall be governed by the laws (including rules, regulations, policy, circulars) issued by the governmental authority including but not limited to Foreign Exchange Management Act, 1999, Foreign Direct Investment Policy(ies), and/or Reserve Bank of India (“foreign investment laws”).
- 4.4 The bidder with the H1 bid shall fulfil and meet the minimum eligibility criteria i.e. Minimum net worth criteria as specified in the table of clause no. 3.4. The HPIL shall only consider such bidder who fulfils and meet the minimum eligibility criteria for evaluation of their H1 bid at evaluation stage after e-Auction.
- 4.5 The bidders shall provide calculation of net worth in the format specified in table underneath clause 3.9 (refer to sl.no.7 of the table).

5. DEFINITIONS

- 5.1 **HPIL:** The word HPIL wherever it appears shall mean Hemisphere Properties India Limited or its Authorized Representative.
- 5.2 **SUCCESS FEE:** The term refers to the transaction fee applicable to the transaction advisors on the total sale proceeds of the said land Parcel and shall be governed as specified in clause no 8.37.
- 5.3 **RailTel ENivida System:-** The word ENivida wherever it appears shall mean RailTel Corporation of India Limited, selling agent of HPIL.
- 5.4 **BID:** The term Bid wherever used shall mean the bid submitted by the Bidder in accordance with this RFP and mean and include similar terms which convey the same meaning.
- Note:** The Bid amount quoted by Bidder shall not include Success fee i.e. Success Fee to Transaction Advisor shall be paid by bidder separately as per clause 8.37.
- 5.5 **BID DOCUMENT/ RFP DOCUMENT** comprises the terms and conditions of the RFP, the bid form, the schedule of the 'Said Land Parcel', model letters if any to be submitted and other terms and conditions etc., along with the Bid form, all the addenda issued by HPIL, wherever applicable.
- 5.6 **BIDDER** is the person/entity who submits the Bid for purchase of the 'Said Land Parcel' by quoting its price. This may be an individual person/ company/ LLP/ partnerships, society/ trusts, and funds such as AIF registered funds in India and PE funds. 'Bidder' shall also mean and include 'Tenderer' or similar terms which convey the same meaning. The Bidder can be a single entity or a Consortium. It is clarified that a Real Estate Agent as such term is defined under the Real Estate (Regulation and Development) Act, 2016, are not eligible to participate in the Transaction.
- 5.7 **CONSORTIUM** means the Consortium of Bidders who is bidding as a Bidder acting in concert with each other intending to directly or indirectly participate in the Transaction.
- 5.8 **CONSORTIUM MEMBERS** means the members of the Consortium, formed by the Bidder for purposes of the Transaction in accordance with this RFP and shall include members who have submitted the Format for Consortium Agreement (Annexure 4)specified in the RFP.
- 5.9 **CONSORTIUM AGREEMENT** means the agreement executed amongst the Consortium Members specifically for purposes of the Transaction in accordance with this RFP in the Format for Consortium Agreement (Annexure 4) specified in the RFP.
- 5.10 **RESERVE PRICE** shall mean the amount specified in clause 3.4 which is the minimum price for purchase of the 'Said Land Parcel' in the e-Auction stage.
- 5.11 **AUTHORISED REPRESENTATIVE** is the person authorized by the Bidder to submit the Bid on his/her/its behalf provided that the Bidder cannot be represented by a real estate agent. Such

- Authorised Representative may either hold a Power of Attorney or Board Resolution as may be applicable, issued in his/her/its name by the Bidder.
- 5.12 **NET WORTH:** The net-worth shall have the same meaning as provided in table under Clause 3.4 & 3.9 (refer table serial number 7).
- 5.13 **SUCCESSFUL BIDDER** is the Bidder who has quoted the H-1 bid (Highest bid amount) for the ‘Said Land Parcel’ at the e-Auction stage and who has been found suitable and eligible for issuance of acceptance letter after screening by HPIL as per their established internal processes.
- 5.14 **‘SAID LAND PARCEL’** is the Land Parcel of area as outlined in clause 1.5.
- 5.15 **ACCEPTANCE DATE** is the date of letter communicating acceptance of the Bid by HPIL to the Successful Bidder.
- 5.16 **ACCEPTANCE LETTER:** The letter issued by HPIL to the Successful Bidder after screening and evaluation of the Bid, and approval as per its internal processes, accepting the Bid made by the said Bidder.
- 5.17 **GOVERNMENTAL AUTHORITY** shall mean any Government authority, statutory authority, Government department, agency, commission, Board, Tribunal or Court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, having jurisdiction pursuant to the applicable Laws, including but not limited to any authority which has, or would have, any jurisdiction in relation to any activities of HPIL or over ‘Said Land Parcel’.
- 5.18 **TRANSACTION ADVISOR** shall mean appointed advisor /consultant by HPIL to assist them in works related to bid process management and conclusion of transactions related to the ‘Said Land Parcel’. The Transaction Advisor for ‘Said Land Parcel’ is **M/s Jones Lang LaSalle (JLL) Property Consultants (India) Private Ltd.**
- 5.19 **SALE CONSIDERATION** shall mean the value of the H-1 Bid and accepted and approved by HPIL for the ‘Said Land Parcel’ in its **Acceptance Letter**. **The sale consideration does not constitute the amount of Success Fee paid to the Transaction Advisor by the Successful Bidder and shall be exclusive of the Sale Consideration.**

6. BIDDER REGISTRATION AND PARTICIPATION

- 6.1 The Bidders who are interested to purchase the ‘Said Land Parcel’ through e-Auction should get themselves registered online with ENivida on <https://hpil.ENivida.com> by filling a KYC form, specified documents as desired in and submitting a non-refundable registration fee specified in Clause 6.5. On registration, ENivida will activate their user ID & Password for the e-auction Portal. [Eligibility for registration with ENivida and participation to be specified separately by the ENivida representatives.]
- 6.2 Registration shall be open as specified in point no. 2 of the table in Clause 3.1.
- 6.3 Registration as Bidder may be in sole or as a Consortium. A Bidder registering as a Consortium would register in the name of the Consortium and fill out the details of the Lead Member only. All correspondence shall be made in the name of the Lead Member of the Consortium.
- 6.4 Bidder would be required to submit following KYC document and fee to ENivida to get their login activated.
- i. Self-attested Income Tax PAN Card of the Bidder.
 - ii. Self-attested Income Tax PAN Card of Authorized Representative, in case of government companies or Ministries/Government Departments only.
 - iii. Self-attested Certificate of Registration of the Bidder.
 - iv. Self-attested partnership deed/ trust deed/ memorandum of articles and association, as applicable.
 - v. An officially valid document in respect of the person holding a power of attorney supported by Board Resolution to transact on behalf of the Bidder.
 - vi. Copy of email confirmation letter received from ENivida after successful completion of on-line registration and containing Bidder registration details.
 - vii. Cancelled cheque with account details.
- 6.5 A non-refundable registration fee of **₹3,540 (inclusive of GST)** shall be deposited online for registration.
- 6.6 Once the fee is submitted the Bidder has to forward the User ID details (like UTR number) to ENivida on the helpdesk email-id with the subject “Registration for HPIL Asset Monetization”.
- 6.7 For participation in this e-Auction, a non-refundable Auction Processing Fee **Rs. 17,700/- (Inclusive GST)** and EMD as per details at **Clause 3.4** shall be deposited with ENivida as per the procedure below.

Bidders after successful login will access PAY EMD option available after Request procedure under the tab “**Proceed for Action Request**” with the online modes available on ENivida portal.

7. SPECIFIC INSTRUCTIONS

- 7.1 This RFP document is being issued for information of interested parties (“**Bidders**”) to submit their Bid for purchasing the ‘Said Land Parcel’ of HPIL.
- 7.2 Bidders are required to carefully read the contents of the RFP Document and to submit their Bid, as well as the information and documents prescribed in this RFP Document. Any unfulfilled condition or qualification by the Bidder in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 7.3 The details of ‘Said Land Parcel’ displayed under view for the forthcoming auctions on <https://hpil.ENivida.com> e-auction website are tentative and subject to change, at the sole discretion of HPIL before the start of e-Auction. Bidders should, therefore, download the details of ‘Said Land Parcel’ displayed only under view during live e-Auctions for their record purpose, if required, and bid accordingly.
- 7.4 HPIL could issue addendums to the Terms & Conditions, if any prior to commencement of e-Auction to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original Terms & Conditions. All notices related to this Bid including Clarifications/Amendments/Addendums to the RFP document shall be available on <https://hpil.ENivida.com> portal.
- 7.5 **VIRTUAL DATA ROOM:** The prospective bidders will be provided access to a virtual data room where a copy of all documents relevant to the ‘Said Land Parcel’ shall be made available for the purpose of undertaking scrutiny, in addition to site visits to view the ‘Said Land Parcel’ in terms of Clause 3.1 above. The Prospective bidders shall be provided access to a Virtual Data Room through an e-mail link for verification of relevant documents pertaining to the said land parcel.
- 7.6 **INSPECTION OF ‘SAID LAND PARCEL’:** The ‘Said Land Parcel’ may be inspected from 18.02.2026 to 23.03.2026 on any working day during office hours after taking appointments in the presence of HPIL Officials/representative of Transaction Advisors. For inspection of ‘Said Land Parcel’, the name of contact official with their contact details are as mentioned below:

S. N	Organisation	Name	Designation	Contact no.	Email Id
1.	HPIL	Rajeev Kumar Das	Director	011-23783012	inquiry.hpil@gmail.com/ Contactushpil@gmail.com
2.	JLL	Mr. Shubham Sharma	Vice President, JLL India	+91- 8503969395	Shubham.SSharma@jll.com
		Mr. Mayank Vyas	General Manager, JLL India	+91 - 8770768526	Mayank.Vyas@jll.com

The Bidder has to satisfy himself about ‘Said Land Parcel’ in every aspect. The sale of the ‘Said Land Parcel’ is on ‘as is where is’, ‘in present condition as it is’ and ‘No Complaint Basis’ and

- the Principle of *caveat emptor* will apply.
- 7.7 The e-Auction commencement date/ closing date shall be as mentioned on the e- auction portal.
- 7.8 Pre-bid meeting of the ‘Said Land Parcel’ will be scheduled as per the Date Sheet in clause 3.1 of General Instructions section of RFP.
- 7.9 The Bidders must undertake their respective due diligence of the ‘Said Land Parcel’. All costs and expenses associated with the due diligence shall be borne entirely by the respective Bidders.
- 7.10 **e-Auction Results /Status:** It must be personally seen by the Bidders online through the link “**View Auction Rank**” immediately after closing of e-Auction
- 7.11 The Highest (H-1) bid received in the e-Auction will be processed by HPIL for internal approval. However, it will not be binding on the HPIL to sell the ‘Said Land Parcel’ to the H-1 Bidder. The right of acceptance & rejection of the H-1 bid lie entirely with the HPIL, and only after internal approval of H-1 bid by HPIL, communication of the same will be sent by HPIL to bidder. In the event of non-acceptance of H-1 bid, EMD without interest shall be returned to the H-1 Bidder by ENivida portal.
- 7.12 If HPIL approves the H-1 Bid, an Acceptance Letter will be issued by HPIL. The Successful Bidder shall be required to deposit the Sale Consideration within the following timelines from the date of issue of Acceptance Letter (including the date of issue)-

Installment	Percentage of Sale consideration	Timeline (Due Date)
First	25%	T+120 days
Second	75% (less cash component of EMD deposited)	T+300 days

Note: T is the issuance date of Acceptance letter to the H1 Bidder.

- a. In case, if the Successful Bidder intends to deposit 100% of the total value of the Sale Consideration or any lump sum payment more than the applicable value of the first installment {i.e. more than the 25% of the sale consideration for the said land parcel} on or before the scheduled timeline of 120 days, then the successful bidder is permitted to do so and the same shall be acceptable by the Authority.
- 7.13 The payment shall be made to HPIL through online modes available on ENivida portal within the timelines specified in clause 7.12. If the last date of payment is a holiday, the next working day shall be treated as the last date of payment.
- 7.14 Failure to deposit any instalment of the Sale Consideration by the due date, shall lead to forfeiture of EMD as well as the entire other amount deposited to HPIL before such due date. In case of such forfeiture, HPIL shall have the right to dispose of the ‘Said Land Parcel’, in any manner at its sole discretion.
- 7.15 **DEFAULT IN PAYMENT OF SALE CONSIDERATION: There shall be no extension for**

- making payment of the first instalment as provided under paragraph 7.12 of the RFP by the successful bidder.** However, if the Successful Bidder fails to pay second instalment by the due date as specified in the table given underneath Clause 7.12, **then subject to approval of HPIL**, such second instalment can be paid within a period of **additional 245 days** (including Sunday & Holidays) beyond such due date referred under second instalment in paragraph 7.12, subject to payment of simple interest at the rate of **12% per annum** to be paid on the amount of Instalment for each day of delay. Such interest amount will be considered to be reasonable pre-estimate of the damages that HPIL will suffer on account of late payment by the successful Bidder.
- 7.16 Full due i.r.o 2nd Instalment needs to be paid in one go and any part-payment will not be accepted during the aforesaid period of additional 245 days.
- 7.17 If the due in respect of second Instalment is not paid during the additional period of 245 days along with aforesaid interest, then the Acceptance Letter shall be automatically terminated and the EMD amount and all other payments made by the successful Bidder lying in any form with HPIL or ENivida portal shall automatically stand forfeited without prejudice to the right of HPIL to dispose of the 'Said Land Parcel', at its sole discretion. HPIL/ ENivida shall not bear any responsibility for delay in submission of payment by the Successful Bidder on account of not getting or delay in financial assistance from Banks/ financial institutions etc.
- 7.18 As mentioned in clause 7.15 above, if the completion of the transaction is delayed beyond T+300 days from the date of issuance of the Acceptance Letter , the successful bidder shall be liable to pay simple interest at the rate of **12% per annum** on the outstanding sale consideration for the duration of the delay, subject to a **maximum period of 245 days**. The interest amount shall be calculated for the actual number of days of delay and shall be added to the sale consideration payable. The successful bidder shall remit the total accrued interest together with the final instalment of the sale consideration at the time of payment.
- 7.19 **SUCCESSFUL BIDDER'S INABILITY TO CONCLUDE THE TRANSACTION:** In the event Successful Bidder is an individual (person) and is unable to complete the sale of the 'Said Land Parcel' as per the terms of the e-Auction for any such reason as the death of the person, it shall be the responsibility of his/her legal heir/assignees (successor) to adhere to the terms of e-Auction and complete the sale process in accordance to the e-Auction terms. In case the successor of the Successful Bidder decides to pull out of the Transaction, for whatever reason, the EMD and all other further payments made by the Bidder (if any) will be forfeited.
- 7.20 After the full payment of Sale Consideration by the Successful Bidder, all the approvals, consents, licenses, permissions required for effectively transferring the 'Said Land Parcel' to the Successful Bidder shall be responsibility of the Successful Bidder only, provided however, HPIL may provide all the relevant internal approvals/ permissions/ consents on which HPIL has control.
- 7.21 **EXECUTION & REGISTRATION OF SALE DEED:**
- a. HPIL shall execute Sale Deed(s) in favor of the Successful Bidder (in the name of participating entity only), provided however, execution costs and formalities including proper documentation

- and registration shall be sole responsibility of the Successful Bidder and all the expenses including stamp duty implications or other taxes, duties, cess, charges or imposts in relation thereto, including legal expenses shall be borne by the Successful Bidder. A draft copy of the sale deed will be provided to the Successful Bidder after successful receipt of entire Sale Consideration from the Successful Bidder.
- b. It is the responsibility of successful bidder to have the sale deed executed **within 30 days** from the receipt of entire Sale Consideration along with the applicable success fee as fulfilled under any of the condition/case as outlined above in clause 7.12 and subject to compliance of all terms and conditions of e- Auction by the Successful Bidder. However in any case, if the bidder fails to execute the Sale Deed within first 30 days due to reasons beyond the control and administrative rights of themselves, the reasons thereof shall be brought in notice of HPIL and HPIL based on their entire satisfaction shall grant an extension of an additional 30 days for execution of the Sale Deed.
- c. The Successful Bidder shall on his own cost arrange to get the 'Said Land Parcel' transferred in his name after the payment of Sale Consideration to HPIL. HPIL would complete the documentation and conveyance in respect of the 'Said Land Parcel' in favor of the Successful Bidder after the payment of Sale Consideration and fulfilment of all other formalities by the Successful Bidder. Details of the Transaction, including the rights and obligations of the parties, in relation to the purchase of the 'Said Land Parcel', shall be further detailed in the Sale Deed.
- 7.22 **FORCE MAJEURE:** HPIL shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, pandemic, go- slow, lockout, closure, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, terrorism, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of HPIL to extend the time of performance on the part of HPIL by such period as may be necessary to enable HPIL to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written. HPIL shall not give any indemnity with respect to the 'Said Land Parcel'.
- a. In case the 'Said Land Parcel' cannot be transferred to the Successful Bidder due to reasons beyond the control of HPIL, within 20 months from the date of issuance of 'Acceptance Letter', then the Successful Bidder shall have the option to seek termination of the 'Acceptance Letter'. In such case, the EMD and all payments made by the Successful Bidder to HPIL towards Sale Consideration shall be returned by HPIL without any interest as per clause 7.26 below and HPIL shall have the right to dispose of the 'Said Land Parcel' in any manner, at its sole discretion.
- 7.23 **Property Tax and Other Taxes:** The Successful Bidder shall be responsible for making payment of property tax and all other applicable taxes with respect to Said land parcel to the concerned statutory authority from the date of execution of sale deed .
- 7.24 **Holding Charges:** The possession of the Land allotted shall have to be taken over by the Successful Bidder after execution of sale deed as decided in due course, failing which "**Holding**

- Charges" @Rs. 100.00 per sq.m per month (on pro- rata basis)** shall be charged for the entire period of delay.
- 7.25 During the aforesaid period of delay in taking possession of the said land parcel by the Successful Bidder, the said land parcel shall continue to be in possession of HPIL at the sole risk, liability, responsibility and cost of the Successful Bidder w.r.t. its physical condition during such period of delay.
- 7.26 In case of any failure to complete the transaction by HPIL for the reasons solely attributable to HPIL and not on account of any default on the part of the H1/successful bidderprescribed in the RFP, any instalment/ EMD paid by H1/successful bidder, as the case may be, shall be returned within 90 days from date of communication by HPIL expressing its inability to complete the transaction. Any delay in such payment beyond the period of 90 days shall be paid by HPIL alongwith the interest @ 6% per annum.

8. GENERAL INSTRUCTIONS

- 8.1 Sale process of the 'Said Land Parcel' shall be carried out by HPIL or its Authorised representative as per the terms and conditions of this RFP document. In any case, HPIL reserves the right to amend the terms and conditions of this RFP document, for best results and best practices.
- 8.2 **VALIDITY OF BIDS:** All the Bids will be valid for **180 (One Hundred and Eighty)** days from the date of e-auction mention in clause 3.1 above. In case the 180th day falls on a holiday or remains closed for HPIL; such Bids will be deemed to be automatically extended and to be valid up to the next working day of HPIL. HPIL may however request the Bidders to extend the validity of their Bids for a specified additional period.
The Bid Validity Period of the Successful Bidder shall stand extended till the date of execution of the Sale Deed.
The terms and conditions of this RFP and Acceptance Letter shall be valid upto the date of registration of the 'Said Land Parcel' in favour of the Successful Bidder.
- 8.3 **MISREPRESENTATION/ FRAUD/ BREACH OF TERMS AND CONDITIONS:** If it is discovered at any point of time that the Successful Bidder has purchased the Said land parcel by suppression of any material fact, misrepresentation or fraud, HPIL reserves the right, at its discretion, to cancel the allotment and/or revoke the "Sale Deed" and the EMD and all other amounts paid by the Successful Bidder shall be forfeited.
HPIL shall also be entitled to take over possession of the Said land parcel from Successful Bidder. In such an event, the Successful Bidder will not be entitled to any compensation whatsoever, or refund of any EMD or any other amount paid by them and HPIL at its sole discretion shall re-sale the Said land parcel.
- 8.4 **CAUTION IN SUBMISSION OF BID:** The Bidder shall be solely responsible for all consequences arising out of the Bid submitted by it (including any wrongful bidding by him) and no complaint/representation will be entertained by ENivida/HPIL, in this regard. Hence, Bidders must be careful to check (the Bid Amount/ No. of 0s / No of Digits/ Unit of Measurement etc.) their Bid (if required) before submitting their Bid into the e-Auction by clicking the 'Submit Bid' button. There is no provision for putting Bids in decimals. During e-Auction, only details will be shown under 'Said Land Parcel' on the Auction Floor where Bidders are required to bid. The complete item details can be seen by the Bidders by clicking on the respective item menu and it shall be the responsibility of the Bidders to see the 'Said Land Parcel' details before bidding and no representation / complaint in this regard will be entertained by ENivida/ HPIL from the Bidders
- 8.5 The Bidder shall have no right to issue any addendum to these Terms and Conditions (General Instructions) to clarify, amend, supplement, or delete any of the conditions, clauses or items stated therein.
- 8.6 Notwithstanding anything contained in the RFP document, any time before the signing of the Sale Deed, HPIL reserves the right to accept / reject any Bid, withdraw from sale, the 'Said Land Parcel' offered for sale in full or part thereof, prior to or after the acceptance of the Bid without

- specifying any reason thereof. The Bidders confirm and agree that HPIL has the absolute discretion to accept or reject any Bid. The Bidders further confirm that they will not be entitled to question the discretion of HPIL.
- 8.7 In case of postponement due to exigency, the same will be informed to the Bidders through a notification on HPIL website or ENivida website and if such notification is not possible, by affixing a notice to that effect on the Notice Board in the HPIL Office or ENivida website.
- 8.8 Non-resident Indians (NRIs), subject to applicable laws to be determined and satisfied by NRIs, can also participate after fulfilling the eligibility criteria and submission of documents such as Aadhar Card, PAN Card, PIO card, OCI card, Current address proof, Passport, Address proof of Residence in India, Attested signature from any of the Nationalized Bank in India where individual is the Account Holder required under Indian Laws for proof of NRI. Any NRI, found successful, shall be required to make all payments in Indian Currency and shall follow Indian Laws for all such matters. Further, relevant laws, rules & regulations, and other specific guidelines as per the latest notification of the Government of India will be applicable.
- 8.9 The Bidders shall evaluate and ensure that they are permitted to invest under applicable laws to the extent they propose to participate.
- 8.10 It is the sole responsibility of the Bidder/ Successful Bidder to ensure complete compliance with all the laws applicable to it (including the Foreign Investment Laws) and to obtain all the approvals from relevant authorities required for completion of the Transaction. It is further clarified that in case the Successful Bidder is not able to complete the Transaction within stipulated time because of not obtaining any required approval, it shall be considered as a breach and failure of the Bidder and as a result the EMD alongwith all payments made by the bidder shall be forfeited, and the Bid would stand cancelled.
- 8.11 The sale shall be subject to cancellation for violation of breach of any terms, conditions, specifications, or requirements set forth in this RFP.
- 8.12 All rates, taxes, charges, fees, assessment and other levies, cost of registration, stamp duty etc., of whatsoever nature shall be paid by the Successful Bidder to the concerned authority/body.
- 8.13 It shall be the responsibility of the Successful Bidder to obtain all the necessary permissions in relation to any development on the 'Said Land Parcel' and to make payment of the necessary fees, taxes or any other dues in relation to the 'Said Land Parcel'. It shall be the responsibility of the Successful Bidder to have service connection secured from the respective organizations for electricity, water supply & drainage and at his/her/their own cost. HPIL will not take any responsibility in this regard.
- 8.14 HPIL reserve the right to defer, cancel, alter, amend, or modify the Notification/ Advertisement/ RFP document / Auction Catalogue at any time during the bid process or prior to commencement of e-Auction.
- 8.15 All the correspondence will be made to the address/e-mail as appearing in the registration with ENivida. It shall be the responsibility of the Bidder to keep their e-mail id valid.

- 8.16 Any amendment made to this RFP document will be hosted on ENivida website and will form part of the terms and condition and no individual intimation will be sent to the Bidders.
- 8.17 In all matters of doubts or disputes or in respect of any matter not provided for in these terms and conditions, the decision of the HPIL shall be final and binding.
- 8.18 The ‘Said Land Parcel’ put for e-Auction is on ‘as is where is’, ‘in present condition as it is’ and ‘No Complaint Basis’ subject to disclosures made in Clause 2.1. Further, as per Clause 2 above, the successful bidder, upon execution of the sale deed, shall bear sole responsibility for all on-going legal cases, legal fees, court costs, and any compensation or damages decided by the court. HPIL shall not be held liable for any such expenses or compensation.
The Bidders shall inspect the ‘Said Land Parcel’ and satisfy themselves of the condition and location of the ‘Said Land Parcel’ before participating in the bidding process. It would be deemed that by submitting the Bid, the Bidder has made a complete and careful examination of the ‘Said Land Parcel’ and has satisfied himself/herself/itself of all the relevant and material information in relation to the ‘Said Land Parcel’. It will also be presumed that the Bidders have understood that they would have no recourse to HPIL and its appointed official and Transaction Advisor/consultants post transfer of ownership rights of the ‘Said Land Parcel’.
- 8.19 The Bidders must clearly understand that HPIL do not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The Bidders must satisfy himself on all aspects pertaining to the ‘Said Land Parcel’ prior to bidding and they will not have any recourse after the submission of the Bid for any deficiency in the documents or title of the ‘Said Land Parcel’. No complaint, whatsoever, in this regard would be entertained after the submission of the Bid.
- 8.20 The Bidders are advised to carry out their own due diligence in respect of the ‘Said Land Parcel’.
- 8.21 The Bidder who submits the Bid shall be deemed to have full knowledge of the condition of the ‘Said Land Parcel’, relevant documents, information, etc. whether he/she actually inspects or visits the ‘Said Land Parcel’ and verifies the same or not. The Bidders shall be deemed to have inspected and verified the ‘Said Land Parcel’ to their entire satisfaction and for the purpose, Bidders may, in their own interest and at their own cost, verify the area of the ‘Said Land Parcel’ and any other relevant information of this RFP, before submitting the Bids.
- 8.22 It shall be presumed that the Bidder has satisfied himself/herself about the title documents pertaining to the ‘Said Land Parcel’, names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abuttals of the ‘Said Land Parcel’ and that the Bidders concur or otherwise admit the identity of the ‘Said Land Parcel’ to be purchased by them notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the ‘Said Land Parcel’ and their conditions.
- 8.23 In case of any electrical lines, drainage, communication cables, devices, water supply lines passing through the land, the Successful Bidder should get it shifted with respective departments at his/her/their own cost and expense by paying necessary fees to the appropriate authorities. HPIL shall not take any responsibility in this regard.

- 8.24 Physical Handover of the ‘Said Land Parcel’ will be given to the Successful Bidder after execution of the Sale Deed
- 8.25 In case of any dispute regarding payment/registration of the ‘Said Land Parcel’ or any other matter relating to this e-Auction, the decision of HPIL shall be final.
- 8.26 **ARBITRATION:** In the event of any dispute arising between the parties hereto under this RFP, both parties agree that such dispute(s) shall be referred to Arbitration, with an Arbitral Panel comprising of a ‘Sole Arbitrator’ mutually appointed by the parties in the manner prescribed under the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be governed by the procedure as specified in the Arbitration and Conciliation Act, 1996 subject to the exclusive jurisdiction of Courts at New Delhi. The venue of arbitration shall be New Delhi, being HPIL’s Headquarter. The language of arbitration shall be English, and the costs/expenses of such arbitration shall be borne equally by the parties hereto, with arbitration tribunal having power to award costs.
- 8.27 In the event of any dispute between HPIL inter se and also between HPIL and Government Departments/Organizations such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- 8.28 The Successful Bidder must meet the Eligibility Criteria on the date of submission of the Bid and must continue to be eligible till the completion of the Transaction. Successful Bidder shall have the obligation to immediately notify the HPIL on it becoming ineligible any time during the Transaction. In the event of any Successful Bidder getting disqualified or not meeting the eligibility criteria, such Successful Bidder shall not be permitted to complete the Transaction.
- 8.29 All financial statements or data to be derived therefrom for the evaluation of Financial Criteria referred herein shall mean on a consolidated basis.
- 8.30 The offered land area of the ‘Said Land Parcel’ is as mentioned in Clause 1.5. In case any variation in area of the ‘Said Land Parcel’ is found at the time of handover by a process of measurement to be conducted by Revenue & Stamps Department, Government of Maharashtra at the cost of Successful Bidder in the presence of representatives of HPIL and Successful Bidder, the Sale Consideration shall be adjusted accordingly on pro-rata basis, according to the following formula:-

Amount to be adjusted =

$$\frac{\text{Sale Consideration for land area mentioned in RFP}}{\text{Total land area mentioned in RFP}} \times (\text{Revised land area post joint survey} - \text{total land area mentioned in RFP})$$

- 8.31 The interested Bidders may obtain further information from:

A. For Site related information:

Name	Rajeev Kumar Das	Ajay Singh
Designation	Director	Site Manager
Email ID	inquiry.hpil@gmail.com / contactushpil@gmail.com	
Contact Number	011-23783012	9450832937

B. Consultants of the Site (M/s Jones Lang LaSalle (JLL) Property Consultants (I) Private Ltd.):

Name	Mr. Shubham Sharma	Mr. Mayank Vyas
Email ID	Shubham.ssharma@jll.com	Mayank.Vyas@jll.com
Mobile Number	+91-8503969395	+91 – 8770768526

C. For e-Auction related information from:

Name	•
Designation	•
Address	•
Email ID	eprochelpdesk.54@gmail.com , eprochelpdesk.18@gmail.com eprochelpdesk.19@gmail.com
Mobile Number	+91-8448288982, +91-8448288980, +91- 9355030617

8.32 **PROPRIETARY DATA:** All documents and other information supplied by the HPIL or submitted by a Bidder to the HPIL shall remain or become the property of the HPIL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bid, and all other documents submitted by the Bidders, and the HPIL will not return to the Bidders any Bid, document or any information provided along therewith.

8.33 **COST OF BIDDING:** The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The HPIL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

8.34 The HPIL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the HPIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the HPIL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the HPIL there under.

8.35 **Modifications/ Substitution/ withdrawal of Bid Document-** The Bidder may modify, substitute or withdraw its Bid Document after submission but prior to the date of e-auction mentioned in

clause 3.1. No Bid Document can be modified, substituted or withdrawn by the Bidder on or after the date of e-auction mentioned in clause 3.1.

8.36 **Correspondence with the Bidder** - Save and except as provided in this RFP, the HPIL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

8.37 **Success Fee:** The declared successful bidder for the said land Parcel is liable to pay the success fee to the Transaction Advisors of HPIL as per the schedule given below :

S.No.	Total Value of Sale Proceeds (Said Land Parcel)	Success fee
1.	Up to Rs. 25 Crore	1% of the quoted amount by the selected bidder subject to a minimum of Rs. 2 Lakh
2.	More than Rs. 25 Crore up to Rs. 50 Crore	Rs. 25 lakhs plus 0.75% of the amount quoted by the selected bidder of amount exceeding Rs. 25 Crore.
3.	More than Rs. 50 Crore & up to Rs. 100 Crore	Rs. 43.75 lakh plus 0.5% of the amount quoted by the selected bidder of amount exceeding Rs. 50 Crore
4.	More than Rs. 100 Crore	Rs. 68.75 lakh plus 0.2% of the quoted amount by the selected bidder of amount exceeding Rs. 100 Crore subject to a maximum amount of Rs. 2 Crores

The Success Fee will be paid by the successful Bidder to the Transaction Advisor through HPIL . The Success Fee will be payable in two installments, as under:

- i. 25% of the amount of Success Fee within 120 days of issue of Acceptance Letter by HPIL to the selected Bidder, and*
- ii. 75% of the amount of Success Fee on signing of the Sale Deed with the successful Bidder.*

Note:

- i.) The applicable success fee based on the final sale value of the said land parcel shall be submitted to HPIL by the successful Bidder. The details of mode of payment shall be intimated during the issuance of acceptance letter to the Final H1 bidder.
- ii.) Failure to deposit any instalment of the Success Fee by the due date (after considering the provision in Clause 7.12 & 7.13 for delayed payment), shall lead to forfeiture of EMD and entire other amount deposited to HPIL before such due date.
- iii.) All the relevant clauses from clause 7.14 to 7.18 pertaining to Sale consideration shall also apply to the payment of success fee in the same manner.

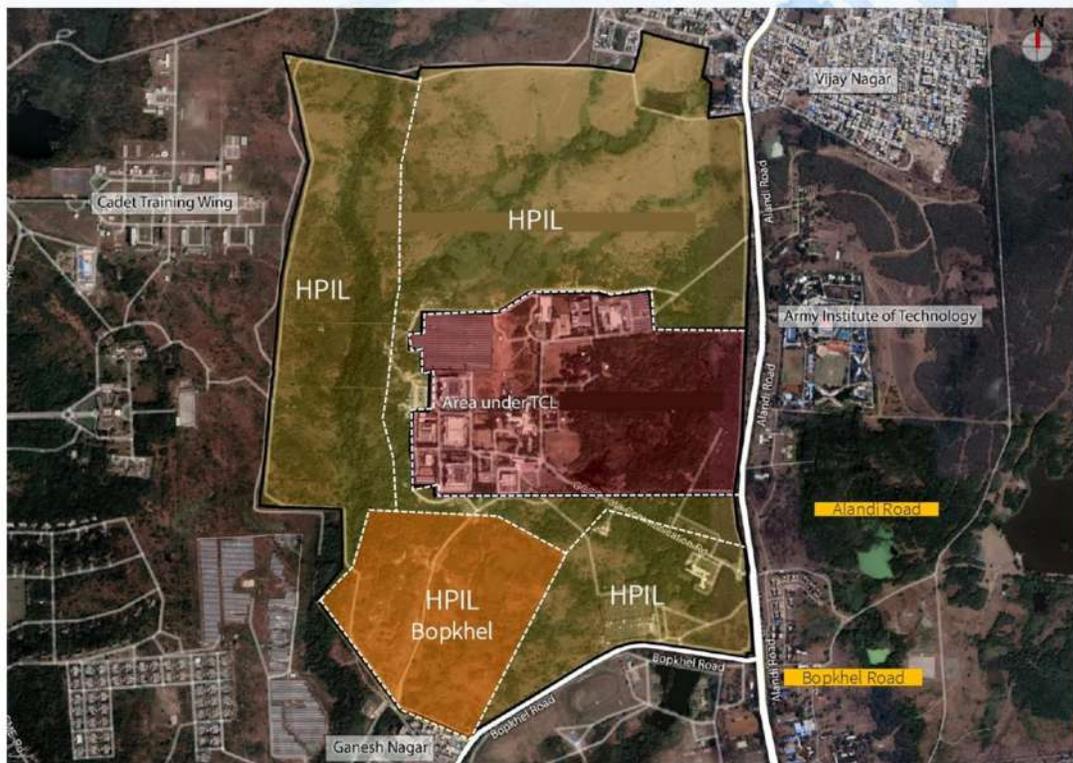
9. DISQUALIFICATION

- 9.1. Any Technical Documents which are found to be incomplete in content or attachments or authenticity is liable to be rejected by the HPIL and the decision of the HPIL shall be final and binding.
- 9.2. Without prejudice to any other rights or remedies available to HPIL, the HPIL reserves the right to disqualify Bidder or Consortium Member and exclude its Bid from further consideration for any reason, including and but not limited to, those which are listed below-
- a) The Bidder/ Consortium member is not satisfying the eligibility and requisite qualification criteria specified in the RFP document.
 - b) Failure by Bidder /any Consortium Member to provide the necessary and sufficient information required to be provided in the Bid in accordance with the RFP.
 - c) Failure by the Bidder to provide, within the time specified by the HPIL, the supplemental information sought by the HPIL for evaluation of the Bid.
 - d) If the Bid submitted by the Bidder is in any respect inconsistent with, or demonstrates any failure to comply with, the provisions of the RFP, including not being accompanied by the non-refundable Fee.
 - e) If, at any time, a material misrepresentation is made or uncovered. Misrepresentation /fraud shall lead to other consequences including forfeiture of the EMDs as well as all the other amounts paid by the Bidder.
 - f) If any condition or qualification or any other stipulation is inserted by the Bidder / any Consortium Member, in the Bid submitted by them.
 - g) Submission of more than one (1) Bid for the same land parcel by any Bidder (definition of bidder as outlined in clause 5.6) either as a sole Bidder or as a Consortium Member of any other bidder in which case, all such Bids shall be rejected.
 - i. Failure to comply with any reasonable request of HPIL in relation to the Transaction.
 - ii. If HPIL is not satisfied with the ownership structure of the Bidder.
 - iii. If at any time it is discovered that the Bidder /Consortium Member are subjected to winding up/insolvency/ bankruptcy proceedings or other proceedings of a similar nature.
 - h) Any information regarding or in connection with the Bidder / Consortium Member, their directors, their Associate Company, Subsidiary, Promoter or Promoter Group which becomes known that is detrimental to the national security and/or national interest and/or the Transaction.
 - i) Bidder/ Consortium Member is prohibited or restricted under FEMA, 1999 or any rules or regulations made there under or any other law in force. It is being clarified that sectors where government approval is required will not be considered as 'restricted'.
 - j) If it is discovered at any stage of the Transaction that the Bidder / Consortium Member does not possess requisite corporate authorizations to participate in the Transaction.

- k) Breach of any undertaking under any documents executed by the Bidder in connection with this Transaction.
 - l) If the Bidder has been blacklisted/ De-registered/ debarred by Government of India/ any state government/ any central or state Government department/ Public Sector Undertaking or any entity controlled by them from taking part in Government tenders/auctions for any reason including any kind of fraudulent activities.
 - m) Where Bidder is a Consortium, if any of the Consortium Members are disqualified, the Consortium shall automatically stand disqualified.
 - n) The Bidder / any Consortium Member who is not qualified to participate in the Transaction pursuant to the Government of India office memorandum No. 3/9/2016- DoD-II-B dated September 28, 2017, as amended from time to time.
 - o) If the Bidder/ any Consortium Member does not satisfy any of the requirements as may be issued by the GOI (DPE) by way of notifications/ guidelines / circulars or such similar notifications from time to time, including any conditions for qualification, the Bid submitted by the Bidder shall be disqualified.
 - p) **Integrity Pact Clause:** If a Bidder /any Consortium Member is found involved in corrupt practices, unfair means or illegal activities or found to have been directly or indirectly engaged in any action or conduct to influence the process envisaged under this RFP during any stage of the Transaction or during the bid process and during the negotiation and execution of the Sale Deed, the Bidder shall be disqualified, at the sole discretion of HPIL.
- 9.3. HPIL's determination that one or more of the events specified in this RFP Document has occurred shall be final and conclusive.
- 9.4. If such disqualification/rejection occurs after the Bids have been opened and the H1 Bidder or the Successful Bidder gets disqualified /rejected, then the HPIL reserves the right to annul the Bidding Process & invite fresh Bids. In case of disqualification of H1 Bidder or the Successful Bidder, the EMD and other payments submitted by the H1 Bidder or the Successful Bidder shall be forfeited after issuance of a written notice and providing a reasonable opportunity of being heard, in compliance with the principles of natural justice.

10. SCHEDULE - LAYOUT MAP

Key Plan:



Annexure - 1
BID FORM
[On the Letter head of the Bidder / Lead Consortium Member]

To,
Hemisphere Properties India Limited
Room No. 0923, 9th Floor,
Sankalp Bhawan, GPOA-II,
Kasturba Gandhi Marg,
New Delhi – 10001

Subject: Bid for the Proposed Sale of Land Parcel held by Hemisphere Properties India Ltd. (HPIL) of 3,54,600 sq.m. at Bopkhel Village, Pune, Maharashtra-411031 (the ‘Said Land Parcel’); collectively, referred to as the (**Transaction**).

Dear Sir,

1. I/We, the undersigned (**Name of the Bidder/s**) have received/ deemed to have received and reviewed all the requisite and relevant information pertaining to the ‘Said Land Parcel’ as contained in the RFP Document or otherwise and having read, understood and considered all other relevant information, I/We hereby give a bid for participating in the Bid Process for purchase of the ‘Said Land Parcel’ on the following terms and conditions:
 - (a) I/We have gone through the terms and conditions of the RFP and I/We understand that the terms and conditions mentioned in the RFP are binding upon me/us.
 - (b) I/We am/are interested in taking the ownership rights of the ‘Said Land Parcel’ subject to acceptance of the bid contained in this letter which once accepted will be binding on us/me.
 - (c) I/We confirm and represent that we have the requisite corporate authorisations to submit this bid.
 - (d) We represent that all the information provided in this bid Form along with supporting documents is complete and accurate in all respects.
 - (e) We have agreed that _____ (insert name and designation of individual) will act as our representative/representative of the Consortium and has been duly authorised to submit this bid form along with all the documents to be submitted pursuant to this bid (“Representative”).
 - (f) We undertake that in the event we are selected as the Successful Bidder and make the investment then each Consortium Member, shall be jointly and severally liable for obligations of the Successful Bidder and shall also be a party to the Sale Deed. The Lead Member shall, additionally, be responsible for ensuring the individual and collective commitment of each of the Consortium Members in discharging all of their respective obligations in connection with the bid. (applicable for the case of Consortium).

- (g) I/we have paid EMD of INR _____ (INR through the online modes available on the ENivida portal.
 - (h) I/We agree that in case I/we am/ are selected as Successful Bidder, the payment of sale consideration shall be made in accordance with the terms of the RFP including clauses 7.12 to 7.20 thereof.
 - (i) I/We agree that in case I/we am/are the Successful Bidder, I/we shall pay the entire consideration amount in accordance with terms of RFP and then get signed/ executed the Sale Deed and lodge the same for registration with the designated Sub-Registrar of Maharashtra State Government in accordance with the Acceptance Letter.
 - (j) I/We agree that in case I/we am/are the Successful Bidder, I/we shall bear and pay stamp duty, registration charges, Goods and Services Taxes and all other statutory amounts and expenses in respect of the Transaction contemplated herein.
 - (k) In the event of my/our failing to abide by the terms of the RFP Document/ Acceptance Letter (in case I/we am/are the Successful Bidder), HPIL shall without any further recourse to me/us be entitled to forfeit the entire money deposited by me/us as reasonable pre-estimated liquidated damages and I/we will not be entitled to claim damages or any other reliefs from/against HPIL.
2. I/We shall forthwith make available to HPIL any additional information they may find necessary or require supplement information/document to authenticate the Bid and its supporting documentation failing which I/We agree and confirm that my/our Bid shall be entitled to be rejected by HPIL at any time without assigning any reason there for.
3. I/We hereby assure, represent, and declare as under:
- (a) I/We have adequate financial capabilities to purchase the ‘Said Land Parcel’; that in the event that HPIL discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid Process.
 - (b) I/We undertake that in case due to any material change in facts or circumstances or the applicable laws during the Bid Process, due to which we are attracted by the provisions of disqualification in this RFP, we shall intimate HPIL of the same immediately.
 - (c) HPIL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the veracity of the statements, documents, and information submitted in connection with this Bid and to seek clarifications from us and such right will not discharge us/me from our representation of all the information provided by us to HPIL as true and accurate in all respects.
 - (d) I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge in any Court of Law or question any decision taken by HPIL in connection with the selection of Successful Bidders or in connection with the Bid Process itself, in respect of the Transaction and the terms and implementation thereof.
 - (e) **Integrity Pact Clause:** If I/we are found involved in corrupt practices, unfair means or illegal activities or any act or conduct directly or indirectly to influence any person relating to this RFP document during any stage of the Transaction or during the bid process or during the negotiation or execution of the Sale Deed, I/we shall be disqualified, at the sole discretion of HPIL.
4. I/We understand that:

- (a) our Bid submitted shall remain valid for a period as specified in this RFP or till the bids are rejected, whichever is earlier.
 - (b) HPIL may in their absolute discretion reject or accept any bid, cancel the Bid Process or reject all Bids; and
 - (c) HPIL has the right to reject my/our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever and their decision will be final and binding on us.
5. I/We acknowledge that the HPIL will be relying on the information provided in the bid and the documents accompanying such bid for qualification of the Bidders and I/we declare that all statements made by us and all the information provided by us pursuant to this bid are complete, true and accurate.
6. I/We have read the RFP Document with Annexures, and I/we agree to abide by the same and declare that we are completely qualified and eligible as per the RFP document.
7. In the event I/we am/are not qualified as H1 Bidder and my/our bid stands rejected, the EMD without any interest will be refunded as per clause 3.6 of RFP.
8. I am aware of litigations pending on the land Parcel as mentioned in Annexures.
9. List of Enclosures:
- (a) A copy of Bidder's Board Resolution authorizing the authorized signatory to submit Bid (in case the Bidder is a company/LLP / partnership firm / trust / society/ Fund). During the Bid Process, such authorized signatory only shall be entertained for all communications;
 - (b) Duly notarised General Power of Attorney passed as per the applicable secretarial standards or the LLP Resolution.
 - (c) Duly notarised Power of Attorney in favour of Lead Member supported by Board Resolution passed as per the applicable secretarial standards.
 - (d) Certified true Copy of the Consortium Agreement between the Consortium Members
 - (e) Copy of Aadhar Card / Copy of PAN
 - (f) Copy of GST Registration Certificate
 - (g) Financial closure documents (Annual financial statements, bank records etc.)
 - (h) Net-worth Certificate certified by their statutory auditor, or chartered accountants in the case of individuals.
 - (i) Prior approvals / permissions obtained, if any, in case of FDI.
 - (j) Undertaking/affidavit for not applying through any other bidder.

Dated

Name of the Bidder _____

Signature of the Authorized Person _____

Name of the Authorized Person _____

Rubber stamp/ seal (if any) _____

Annexure - 2
BIDDER'S PROFILE
[On the Letterhead of the Bidder]

(Supporting documents with respect to the Bidder and a brief write up about the background and profile are to be certified by their auditor, or chartered accountants in the case of individuals and attached.

In case of Consortium: The information should be provided for all the members of the Consortium along with their equity participation)

BIDDER'S DETAILS

Sr No	ITEMS	DETAILS
1.	Name of the Bidder/Entity	
2	Legal Status	{sole proprietorship firm/ partnership firm/ limited liability partnership/ private limited/ public limited company/ society/ trust/ fund}
3	Bidder Status	{Sole Firm/ Lead Member/ Member Consortium}
4	Full Address of Reg. Office with Telephone No. Mobile No. & E-Mail	
5.	a) Name of the authorized representative (b) Designation and postal address	
6.	Year of incorporation/registration of the company / LLP/ partnership firm / trust / society/funds under Companies Act/ Limited Liability Partnership Act, 2008/ Indian Partnership Act, 1932/ Indian Trusts Act, 1882/ Societies Registration Act, 1860/Applicable Law.	
7	Banker's Name and Address (copy of cancelled cheque)	
8.	PAN / GST/TAN No (Attach Self Attested copy)	

Following documents shall be provided by the Bidder to demonstrate eligibility:

1. Copy of registration/ incorporation certificate issued by the registrar of companies'/firms/ societies/applicable government authority.
2. Articles of Association, Memorandum of Association and other documents of Constitution/ Charter Documents, and documents of registration of the participating legal entity.
3. Board Resolution/Power of Attorney for of authorization in favour of the Authorized Representative of the Entities.
4. Copy of PAN/GST Certificate.
5. List of Names and addresses of all foreign collaborators along with Passport Copy/ Identification Proof of Company/Entity.

6. Copy of audited annual financial statements including Balance Sheet and Profit & Loss Account statement of the firm for the last three (3) financial years.
7. Financial Statement for the last three financial years(to be stated in INR)¹

Sr. No.	Particulars	FY 2022-23	FY 2023-24	FY 2024-25
1	Annual Turnover			
2	Total Assets			
3	Current Assets			
4	Total Liabilities			
5	Current Liabilities			
6	Net Worth			
7	Working Capital			
8	Net Profit			

Note: The above highlighted table is only for representational purposes. The original audited financial statements are to be provided by the Bidders in standard format.

8. Documents for the purpose of representing the financial capabilities of the company / firm/ entity to be duly certified by the auditors or Chartered Accountant.

BACKGROUND OF THE INDIVIDUAL:

1.	Name of the individual:	
2.	Profession	
3.	Aadhar Card No:	
4.	Pan card details	
5.	ITR Details (last three Financial Years)	
6.	Bankers' details	
7.	Net-worth Certificate	
8.	Recent Bank Statements for one year	

Note: In case of Consortium: The information above should be provided for all the members of the consortium.

¹Audited Annual Financial Statements (along with notes) including Balance sheets /Profit-loss accounts shall be submitted for the last three (3) financial years and the above financial statement and Net-Worth certificate shall be certified by its Statutory Auditor.

Annexure - 3
POWER OF ATTORNEY

(To be appropriately stamped on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and to be notarized and submitted by the Bidder/each Consortium Member submitting the bid)

(This annexure is not applicable for individuals who are representing themselves while submitting the Bid and will subsequently executing the sale deed if qualified as H1 Bidder)

To all to whom these presents shall come, I (individual) / We (name of the entity) residing at / having our registered office/principal office at [address of the registered office/principal office / Individual] do hereby exclusively, unconditionally and irrevocably constitute, nominate, appoint and authorize Mr./Ms (name) _____/daughter/wife of _____ and presently residing at _____ who is presently [designated by myself (in case of individuals) / employed with us (in case of entities) / the Lead Member of our Consortium] and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf:

- (i) to do, execute, and perform all such acts, agreements, deeds, matters and things as are necessary or required in connection with or incidental to submission of our application for qualification for the proposed sale of the 'Said Land Parcel' by Hemisphere Properties India Limited including but not limited to signing and submission of all applications, participate in Bid and other conferences and providing information/ responses to HPIL and generally dealing with HPIL in all matters in connection with or relating to or arising out of our application for qualification for the Transaction and
- (ii) execution of the sale deed for the Transaction and to take all actions, deeds (including signing any documents) in relation to the Transaction.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by the Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by the Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us concerning or touching these presents as fully and effectually as if we were present and had done, performed or executed the same itself.

We confirm and declare that we have not executed any other power of attorney in favour of any other person(s) in relation to the subject matter of this power of attorney and this power of attorney is irrevocable.

All the terms used herein but not defined shall have the meaning ascribed to such terms in the Request for Proposal Document dated _____ issued by HPIL for sale of land parcel of area _____ at _____.

IN WITNESS WHEREOF WE, IN THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____

.....
(Signature, name, designation, and address) In the presence of:

- 1.
- 2.

Accepted

Name,

Title and Address of the Attorney)

(To be duly notarized)

Notes:

- 1 The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney shall be appropriately stamped and registered.*
- 2 Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 3 For a Power of Attorney executed and issued overseas, the document will also have to be attested by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostle certificate.*

Annexure - 4

FORMAT FOR CONSORTIUM AGREEMENT (IN CASE OF CONSORTIUM)

[To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution]

THIS Consortium Agreement ("**Agreement**") executed on this _____ day of _____
Two thousand _____ between

1. M/s [insert name of Lead Member] _____ a partnership firm or company incorporated under the laws of and having its Registered Office at _____, having CIN / LLPIN/ registration/ incorporation number (if applicable) _____ (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns).
2. M/s _____ a partnership firm or company incorporated under the laws of and having its Registered Office at _____ having CIN / LLPIN/ registration/ incorporation number (if applicable) _____ (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns); and
3. M/s _____ a partnership firm or company incorporated under the laws of and having its Registered Office at _____ having CIN / LLPIN/ registration/incorporation number (if applicable) _____ (hereinafter called the "Member-3", which expression shall include its successors, executors and permitted assigns),

for the purpose of submitting response to RFP dated _____ inviting bids for Transaction relating to 'Said Land Parcel'.

WHEREAS each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS, HPIL had invited RFP via advertisement dated _____.

WHEREAS the Instructions for participation in the e-Auction as per RFP stipulates that in case Bid is being submitted by a Consortium of Bidders, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by HPIL.

All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per RFP.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and mutual agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Member-2, _____, Member-3 _____ and to submit the Bid.

2. ²We have formed Consortium comprising of _____ members as follows:
(% of the shareholding of the Consortium members to be provided)
- Member 1 _____
Member 2 _____
Member 3 _____
3. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
4. All Members shall be jointly and severally liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations.
5. We acknowledge that after the submission of the Bid, the composition of the Consortium shall be maintained till the execution of Sale Deed, if it is shortlisted as the Successful Bidder.
6. We undertake that the shareholding of the Consortium will be subject to the provisions of the RFP and any restrictions prescribed therein.
7. We acknowledge that in the event we are selected as the Successful Bidder and make the investment then each Consortium Member, shall be jointly and severally liable for obligations of the Successful Bidder and shall also be a party to the Sale Deed along.
8. We acknowledge that HPIL will have rights of enforcement as against the Successful Bidder and also against each Consortium Members for breach of any undertakings made or agreements entered into with HPIL, by the Bidder or any member of the Consortium.
9. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with any HPIL or persons as required.
10. The Lead Member shall be jointly and severally liable irrespective of its compliances or financial commitments.
11. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
12. This Agreement shall come into effect on the day first above written and shall remain valid until the Consortium has any unfulfilled obligation under the present RFP. In the event however the Consortium is the Successful Bidder, this Agreement will be valid for so long as the Successful

²One of the members of Consortium need to be nominated as a lead member who should have highest percentage of the equity/ ownership stake, and such percentage should be atleast 26% (twenty six percent) of equity/ ownership stake. All members of the Consortium to hold atleast 10% equity /ownership stake in the Consortium. A copy of this Consortium Agreement shall be enclosed with the Bid.

Bidder has any unfulfilled obligations under the present RFP.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in Bid.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties, or obligations under the Transaction except with prior written consent of HPIL.
15. I/We further confirm that I/we am/are not disqualified in terms of the RFP. In the event, we are attracted by any of the disqualifications during the pendency of the process of Transaction, owing to change in facts or circumstances, we undertake to immediately intimate the HPIL.
16. Each Consortium Member represents, warrants, and covenants that:
 - a. It satisfies the Eligibility Criteria provided in the RFP.
 - b. It will execute the Sale Deed.
 - c. It is not a member of any other Consortium in relation to any bid made pursuant to the RFP.
 - d. It shall not change the composition of the Consortium (i.e., inclusion or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid in non-compliance of the RFP.
 - e. It shall provide a Self-Declaration for Security Clearance as required under the RFP.
 - f. All the parties of this Agreement will satisfy all the terms and conditions prescribed in the RFP.
17. This Agreement
 - i) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding, and enforceable obligation of each such Member.
 - ii) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - iii) may not be amended or modified except in writing signed by each of the Members and with prior written consent of HPIL.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed this present on the Day, Month and Year first mentioned above.

For M/s _____ [Member 1]

(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated _____)

Witnesses:

Signature.....

Name:

Address:

Signature.....

Name:
Address:

For M/s _____ [Member 2]
_____ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership _____)

Witnesses:
Signature _____
Name:
Address:

Signature _____
Name:
Address:

For M/s _____ [Member 3]

Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated _____)

Witnesses:
Signature _____
Name:
Address:
Signature _____
Name: Address:

Annexure - 5
FORMAT OF UNDERTAKING

TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/
DEBARMENT, BY ORGANISATION

AFFIDAVIT/UNDERTAKING REGARDING BLACKLISTING / DEBARMENT

(To be executed on Stamp paper of appropriate value & attested by Public Notary/Executive Magistrate
by the Bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/s. _____ having been authorized vide [Insert details of any valid authorization like board resolution, power of attorney etc] hereby declare that the firm/company namely M/s. _____ has not been blacklisted/ De-registered/ debarred in the past by any Government department/ Public Sector Undertaking from taking part in Government tenders/e-auctions for any reason including any kind of fraudulent activities.

OR

I / We Proprietor/ Partner(s)/ Director(s) of M/S. _____ hereby declare that the firm/company namely M/S _____ was blacklisted or debarred by _____ [insert name of the Government Department/ PSU] from taking part in Government tenders for a period of _____ years w.e.f. _____

The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I/We are fully aware that the Bid/ contract will be rejected/cancelled by HPIL, and EMD and other payments made in respect of the present RFP shall be forfeited and further I understand to compensate the HPIL, for the consequences arising out of wrong declaration including blacklisting for a period of one year.

For _____

Authorised Signatory

Date:

Annexure - 6
FORMAT OF SELF CERTIFICATION

SELF CERTIFICATION FORMAT FOR THE SECURITY CLEARANCE
Self-Declaration for Security Clearance

(To be forwarded on the letterhead of the sole Bidder /Consortium SPV/ each member of the Consortium
duly verified by a notary)

SELF DECLARATION

I/We hereby submit the mandatory proforma for security clearance and declare that as per such proforma there are no actions, cases, orders, investigations, inquiries, judgements against us or persons referred in aforesaid proforma or pending against us which disqualify us on the grounds or persons referred to in the proforma being security cleared.

Note: The above self-declaration is required to be filled and signed by the authorized signatory of the company

For and on behalf of: (name of the Bidder)

Signature: (Authorised Representative and Signatory)

Name of the Person:

Designation:

Annexure - 7
Proforma for application for Security Clearance of Bidders

Part-A. To be filled in by a Qualified Interested Party (QIP), being a Sole bidder

(a) Details of the Qualified Interested Party (QIP)(Indian/Foreign) (both foreign individuals/companies can participate in RFP of real estate companies)

Table-1

Name of the QIP	Nature of the QIP (whether Company, LLP, partnership firm, funds, etc.)	Country (or jurisdiction) where registered	Registration Number & Date of Registration	Address of Registered Office, Regional offices, and address for correspondence with telephone numbers	Previous name(s), if any (since incorporation, if applicable)	Ultimate beneficial ownership *

** Please enclose a chart depicting the link between the QIP and the ultimate beneficial owners/ companies/ organizations along with their details as in Table-2 and Table-3 below.*

Note:

On Significant Beneficial Owners:

1. The terms “significant influence”, “majority stake” and “significant beneficial owner” shall have the same meaning as defined in the Companies (Significant Beneficial Owners) Rules, 2018 (as amended).
2. The term “control” shall have the same meaning as defined in the Companies Act, 2013 (as amended).

The term “body corporate”, in case of a company, shall have the same meaning as defined in the Companies Act, 2013, (as amended), and that, in case of a limited liability partnership company shall have the same meaning as defined in the Limited Liability Partnership Act, 2008 (as amended). **(b)Details of the Directors / Partners / Designated Partners of QIP**

Table-2

Sl. N	Full name of the Director/ Partners / Designated Partner	Present position with date (since when)	Date of birth	Parentage (full name of father/ mother)	Present address & Permanent Address and telephone numbers.	Nationality (If holding multiple nationalities mention all)	Unique ID number of the country of residence	Passport Nos. and date & place of issue (any other evidence of date of birth, in other cases)
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(c) Details of the shareholders/interest-holders/ members of QIP (All companies/ entities/ firms/individuals holding more than 10% share/ 10% voting right /receiving more than 10% of the distributable dividend/ otherwise exercise significant influence)

Table-3

Sl. No.	Full name	% of shares/ interest held in the QIP	Present position held, if any, in the QIP	Unique ID Number of each country of residence and citizenship, in case of individual, or Registration no. & date of registration in case of company, LLP, funds, etc.	Address -Present and Permanent Address (in case of individuals), and - Registered address & address for correspondence (in case of company, LLP, Fund etc.) with telephone No.	In case of a company, LLP, partnership firm, funds, etc., Country (or jurisdiction) of registration	In case of individuals		
							Parentage (name of father/ mother)	Nationality (If holding multiple nationalities, all must be mentioned)	Passport No. and place and date of issue (any other evidence)

										of date of birth, in other cases)
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(d) If the QIP intends to form a Special Purpose Vehicle (SPV) after the bid

- (i) Details of **Jurisdiction** in which the SPV is planned to be formed.
- (ii) details of the likely **Directors** of such a SPV [in the same format as in **Table-2** above].

(e) Self-declaration regarding the nature and extent of presence/ operation of QIP in China & Pakistan, if any.

(f) Details of criminal cases, if any, against the QIP/ its director(s)/ Promoters as per ANNEXURE (a). The status of criminal case(s), pending or decided (if yes, the copy of Order/ Judgement may be provided)

***Notes:**

1. **Where EOI is filed by a QIP**, which itself satisfies eligibility criteria; above details have to be submitted in relation to QIP only (In **Table-1, Table-2 & Table-3** and details of **SPV**, if any).
2. **Where EOI is filed by a QIP, which satisfies net worth eligibility criteria on the strength of its Parent Company**, above details have to be submitted for the QIP (In **Table-1, Table-2 & Table-3** and details of **SPV**, if any) as well as for the Parent Company (In **Table-1, Table-2 & Table-3**).
3. **Where the QIP is a fund**, above details have to be submitted for such **Fund** as well as for **all person**, who are in control of such fund, including the trustees and sponsors.
4. **If the QIP forms a SPV prior to submission of the bid**, above details are to be submitted for such SPV also (In **Table-1, Table-2 & Table-3**).
5. **Where the QIP is an LLP**, above details to be also submitted for all persons exercising significant influence and/ or control over the affairs of LLP or holding majority stake in the LLP or who are significant beneficial owners of the LLP (In **Table-1, Table-2 & Table-3**).

Part-B. To be filled in by a Qualified Interested Party (QIP), being a Consortium

(a) Details of the Consortium

Table-4

Sl. No.	Full names of the members of the Consortium	% of shares/ interest held in the QIP	Whether Lead member (yes/no)	Registration number & Date of Registration in case of a company, LLP, partnership firms, Fund, etc.	Address -registered address & address for correspondence (in case of company, LLP, partnership firm, Fund etc.) with telephone numbers.	In case of individuals		
						Parentage (name of father/ mother)	Nationality (If holding multiple nationalities, all must be mentioned)	Passport No. and place and date of issue (any other evidence of date of birth, in other cases)

(b) Details in respect of all consortium members to be submitted (in the format as in Tables 1, 2, 3 and (e) & (f) of Part-A).

- (c) If the Consortium QIP intends to form a Special Purpose Vehicle (SPV) after the bid
- (i) details of **jurisdiction** in which the SPV is planned to be formed
 - (ii) details of the likely **Directors** of such a SPV [in the form of **Table-2** above].

Note:

1. **Where a member of a consortium is a FUND**, above details have to be submitted for the fund as well as for all persons who are in control of the fund, including the trustees and sponsors.
2. **If the QIP formed the SPV prior to submission of bid**, above details have to be submitted for the SPV also (In **Table-1, Table-2 & Table-3**).
3. **Where a member of a consortium is an LLP**, above details to be also submitted for all persons exercising significant influence and/ or control over the affairs of LLP or holding majority stake in the LLP or who are significant beneficial owners of the LLP (In Table-1, Table-2 & Table-3).
4. In the case of 'Employee Bid', the employees are exempted from security clearance. However, the other consortium partners in the 'Employee Bid' have to obtain security clearance.

ANNEXURE (a)

Self-declaration for QIP and its director(s) and shareholders holding more than 10% shares/ 10% voting right /receiving more than 10% of the distributable dividend/ otherwise exercise significant influence

- a) Name and address and registration number of the company/LLP/partnership firm/ fund etc.
- b) Name and address of shareholders (holding more than 10% shares)/ directors of the company or LLP or firm or fund/ significant beneficial owners etc.
 - 1.
 - 2.
 - 3.
 - 4.
- c) Are the shareholders (holding more than 10% shares) / directors listed above, the subject of any:
 1. Preventive detention proceedings under Public Safety Act / National Security Act, etc.: **Yes/No**
 2. Criminal investigation in which charge sheet has been filed: **Yes/ No**
 3. Status of criminal prosecution.

d) If, yes, please provide following details.

1. Case/ FIR number:
2. Detention / warrant number, if any:
3. Police station / district / agency:
4. Sections of law under which case(s) has/ have been filed:
5. Name and place of the court:
6. Latest status of the court cases:
7. Status of criminal investigation/ trial (if any):
8. Status of criminal appeal (if any):

e) The above-mentioned details are in respect of both India and any other foreign country.

(Signature) Note:

1. The above self-declaration is required to be filled and signed by the **authorized signatory** of the company/LLP/firm/fund etc.
2. **In case of LLP**, the above details have to be submitted for LLP and all persons exercising significant influence and control over the affairs of LLP or holding majority stake in the LLP or who are significant beneficial owners of the LLP (including all its partners and designated partners).
3. **In case of Fund**, the above details have to be submitted for the Fund and all people in control of the fund (including the trustees and sponsors).

Annexure - 8

Draft Confidentiality Undertaking

(To be appropriately stamped and notarized and submitted by the Bidder/ each Consortium Member)

DEED OF CONFIDENTIALITY UNDERTAKING

This DEED OF CONFIDENTIALITY UNDERTAKING ("**Undertaking**") is made on this _____ day of _____, 202____.

BY

M/s _____ [insert name of Bidder/ Lead Member of Consortium] a [Limited liability partnership/company/Society/Trust/Partnership Firm/Fund] incorporated under the laws of _____ [insert name of the country] and having its [Registered Office OR Principal Place of Business] at _____ (hereinafter called the ["Bidder" OR "Lead Member"]³, which expression shall include its successors, executors and permitted assigns);

AND

M/s _____ [insert name of Consortium Member] a [Limited liability partnership/company/Society/Trust/Partnership Firm/Fund] incorporated under the laws of _____ [insert name of the country] and having its [Registered Office OR Principal Place of Business] at _____ (hereinafter called "Member-2", which expression shall include its successors, executors and permitted assigns);

AND

M/s _____ [insert name of Consortium Member] a [Limited liability partnership/company/Society/Trust/Partnership Firm/Fund] incorporated under the laws of _____ [insert name of the country] and having its [Registered Office OR Principal Place of Business] at _____ (hereinafter called "Member-3", which expression shall include its successors, executors and permitted assigns);

The Lead Member, Member-2 and Member -3, shall be collectively referred to as Bidder]⁴

IN FAVOUR OF:

Hemisphere Properties India Ltd.(HPIL), a company incorporated under the Companies Act,

¹Delete whichever is not applicable

²Delete if not applicable

1956, (Central Public Sector Enterprise), bearing corporate identification number (CIN) U74899DL2000GOI107739, having its corporate headquarters in Room No. 0923, 9th Floor, Sankalp Bhawan, GPOA-II, Kasturba Gandhi Marg, New Delhi – 10001, (“**HPIL**” or the “**Company**”)

WHEREAS:

- A. HPIL issued a Request for Proposal Document dated _____ (“**RFP**”) for sale and transfer of land parcel of area _____ at _____ (“**Said Land Parcel**”).
- B. The Bidder in response to the said RFP issued a bid for acquisition of ‘Said Land Parcel’ to culminate the transaction (“**Transaction**”)
- C. In the context of the Bidder’s interest in the Transaction, the Disclosing Party (as defined hereinafter) may disclose Confidential Information (as defined hereinafter) to the Receiving Party (as defined hereinafter) to enable the Bidder to evaluate the Transaction.

NOW, THEREFORE, in consideration for receiving the Confidential Information, the Bidder hereby executes this Undertaking and undertakes, represents, warrants, covenants and agrees to the terms and conditions contained herein:

- 1.1. Capitalised terms and expressions used but not defined in this Undertaking shall have the same meaning ascribed thereto in the RFP. The following capitalized expressions used in this Undertaking (including the recitals) shall have the meaning assigned to them hereunder.
- 1.2. "Transaction Advisor" means advisor / consultant appointed by HPIL to assist them in works related to bid process management and conclusion of transactions related to the ‘Said Land Parcel’. The Transaction Advisor for ‘Said Land Parcel’ is M/s Jones LaSalle Property Consultants (India) Private Ltd.
- 1.3. "Confidential Information" means and includes any and all facts, knowledge, information, documents and materials whether written or oral, obtained or received in the process of the Transaction from the Disclosing Party and/or any other person, including as part of due diligence process, and also includes all notes, analyses, compilations, studies, summaries, and other material prepared by the Receiving Party containing or based, in whole or in part, on any information included in the foregoing.

Notwithstanding the foregoing, the following information will not constitute "Confidential Information" for purposes of this Undertaking:

- (a) Information which the Bidder can prove was already in the possession of the Receiving Party and was available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party.
- (b) Information which is obtained by the Receiving Party from a third person

who, insofar as is known to the Receiving Party, is not prohibited from disclosing the information to the Receiving Party under a contractual, legal or fiduciary obligation to the Disclosing Party; and

- (c) Information which is or becomes generally available to the public otherwise than as a result of a breach of this Undertaking by the Receiving Party.

The decision of the HPIL on whether any information qualifies within the exceptions in (a), (b) and (c) above shall be final, conclusive, and binding.

- 1.4. "Disclosing Party" means the Transaction Advisor, the HPIL, other Governmental Authority and/or their respective Representatives, whether jointly or severally.
- 1.5. "Governmental Authority" means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, having jurisdiction pursuant to the applicable Laws, including but not limited to any authority which has, or would have, any jurisdiction in relation to any activities of HPIL or over 'Said Land Parcel'.
- 1.6. "Person" means any individual, company (including the HPIL and the Transaction Advisor), firm, association, trust, or any other organization or entity (including the Government and any governmental or political subdivision, ministry, department, or agency thereof)
- 1.7. "Receiving Party" means the Bidder and its/ their Representatives, whether jointly or severally.
- 1.8. "Representative(s)" of any Person includes the directors, officers, employees, agents, consultants, advisors, lenders for financing of this Transaction, partner (in case Receiving Party is a partnership firm), shareholder(s) holding more than 50% equity share capital of the Receiving Party on a fully diluted basis or any other representatives, including legal counsel, accountants and financial advisors of such Person and also includes the individual Representatives of the Representatives who are not individuals and are juristic entities.
- 2. The Confidential Information disclosed by the Disclosing Party or any other person in connection with the Transaction to the Receiving Party, or acquired by the Receiving Party in the course of any studies conducted by the Receiving Party, will be received and treated by the Receiving Party as strictly confidential, subject to its obligations contained herein, and the Receiving Party shall not, without the HPIL's prior written consent issued by its authorized personnel, or as expressly permitted herein, directly or indirectly disclose to any other Person, or use or allow others to disclose or use, the Confidential Information.

3. The Receiving Party will use the Confidential Information only to evaluate the Transaction and to decide whether or not it wishes to proceed with the Transaction and not for any purpose other than the Transaction. The Receiving Party will not directly or indirectly use the Confidential Information for any other purpose or in any other manner whatsoever and shall particularly ensure that the interests of the HPIL / Transaction Advisor are not adversely affected in any manner whatsoever.

4. In consideration of the Disclosing Party providing the Receiving Party with Confidential Information, by the Bidder's execution of this Undertaking, the Bidder, for itself and on behalf of all other Receiving Party, agrees that all of the Confidential Information shall be held and treated by the Receiving Party in strict confidence. The Bidder agrees (a) to disclose Confidential Information only to Consortium Members and/or those of its Representatives who need to know the Confidential Information for the purposes of an evaluation of the Transaction and each such Bidder or Representative of the Bidder will be informed and advised in writing by the Bidder of the confidential nature of such information and the contents of and the obligations under this Undertaking and (b) to satisfy itself that each such Consortium Member and/or Representative of the Bidder will hold and treat the Confidential Information in confidence and act in accordance therewith. The Bidder agrees that the Confidential Information shall not, without the HPIL's prior written consent, be disclosed by the Bidder and/or its/ their Representatives in any manner whatsoever, in whole or in part, to any third Person, and shall not be used by the Bidder or its Representative other than in connection with an evaluation of the Transaction. It is clarified that for any disclosure of Confidential Information by Representatives of Bidder which is not allowed as per the terms of this Undertaking, the Bidder shall be responsible for the same, and the Bidder will ensure that any injunctive relief obtained by the Disclosing Party is enforced against such Representatives also.

The Bidder recognises and acknowledges the competitive value and confidential nature of the Confidential Information and the possible resultant impact to the HPIL and the Government if the Confidential Information is disclosed or allowed to be disclosed to an unauthorised party or used for any purpose other than evaluating the Transaction. The Bidder acknowledges and agrees that it is imperative that all Confidential Information remains confidential.

The Bidder, before disclosing any of the Confidential Information to any Representative of the Bidder, or any Representative of a Consortium Member(s), as the case may be, shall ensure that such Representative of the Bidder or Consortium Member(s), as the case may be, has already executed and furnished to the HPIL, a written undertaking within 7 (seven) days of it becoming a Consortium Member.

Notwithstanding any agreement or undertaking, the Bidder agrees that it shall continue to be responsible and liable for any breach of this Undertaking even though the same is caused by any act or omission of any of the Representative of the Bidder and/or Representative of a Consortium Member(s), as the case may be,

and shall indemnify and hold the HPIL, and the Transaction Advisor harmless (including provisions of clause 6 and 15 set forth herein) from any breach of this Undertaking or consequences and claims arising therefrom.

[In case the Bidder is a Consortium, it agrees that for the purpose of this Undertaking, its liability shall be joint and several with each of the Consortium Members.]⁵

5. Except as permitted by Clause 4 herein and except as expressly permitted by the Sale Deed, entered into by the Bidder, the Receiving Party will not directly or indirectly disclose to any Person (including another prospective purchaser who has been provided Confidential Information) the fact that the Confidential Information has been made available to the Receiving Party or that the Receiving Party have inspected any portion of the Confidential Information, or that the Receiving Party had discussion or negotiation in relation to the Transaction. Except with the prior written consent of the HPIL, and except as expressly permitted by the Sale Deed, the Receiving Party will not directly or indirectly disclose to any Person the fact that any discussions or negotiations are taking place concerning the Transaction, including the status and content of such discussions or negotiations.
6. On acquiring the Confidential Information on the terms stated in this Undertaking or otherwise, the Receiving Party shall comply with all applicable law, and the Bidder hereby jointly and severally indemnifies and agrees to hold the Transaction Advisor and the HPIL indemnified and harmless (without prejudice to Clause 15 set forth below) against all and any consequences arising from any violation by the Receiving Party of such applicable laws.
7. If the Receiving Party is requested or becomes legally compelled (by oral questions, summons, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or is required by a Governmental Authority and/or regulatory body (including any self-regulated organisation in India or overseas) to make any disclosure that is prohibited or otherwise constrained by this Undertaking or any similar undertaking or agreement, the Receiving Party will provide the HPIL with prompt written notice of such request so that the HPIL may seek an appropriate injunction, protective order or other appropriate remedy. Subject to the foregoing, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of the Bidder's legal counsel (reasonably acceptable to the HPIL), the Receiving Party is legally compelled or is otherwise legally required to disclose or else stand liable for contempt or suffer other material censure or material penalty; provided, however, that the Receiving Party must use best efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so disclosed.

⁵Delete, if Bidder is not a Consortium

8. The confidentiality obligations contained in this Undertaking may, at the discretion of the HPIL be amended, modified or superseded upon the Bidder and/or any company formed and promoted by them for executing the Sale Deed, but shall be without prejudice to any of the HPIL's rights in respect of any breach of this Undertaking which may have occurred prior to such amendment, modification or supersession.

The Bidder agrees that the HPIL reserves the right, in its sole discretion to modify the process of the Transaction in any part and/or to vary any terms at any time without prior notice to the Bidder and/or to reject any or all proposals made by the Bidder with regard to the Transaction.

9. The HPIL may elect at any time to terminate further access by the Receiving Party to any Confidential Information required by the Bidder in connection with its evaluation of the Transaction. After any such termination by the HPIL as specified in Clause 8 above, or after the decision of the Bidder to not proceed with the Transaction, the Bidder:
- (a) will promptly deliver to the concerned Disclosing Party, all Confidential Information including all documents or other materials furnished by such Disclosing Party to the Receiving Party, together with all copies and summaries thereof in the possession or under the control of the Receiving Party, and
 - (b) will destroy materials generated by the Receiving Party that include or refer to any part of the Confidential Information, without retaining a copy of any such material.

Any such destruction pursuant to the foregoing must be confirmed by the Bidder in writing to the HPIL (such confirmation must include a list of the destroyed materials). The Bidder acknowledges that the return of the Confidential Information and the return or destruction of the

Confidential Information pursuant to termination or otherwise shall not release the Receiving Party from its obligations under this Undertaking.

10. The HPIL reserves the right, in its sole discretion, to reject any and all proposals made by the Receiving Party with regard to the Transaction and to terminate discussions and negotiations with the Receiving Party at any time. Without limiting the preceding sentence, nothing in this Undertaking (i) requires either the Bidder or the HPIL to enter into the Transaction or to negotiate such Transaction for any specified period of time or (ii) requires the HPIL to enter into an agreement or an understanding, or prohibits the HPIL from entering into any agreement or understanding, for proceeding with the Transaction with any other Person.
11. The Bidder understands, acknowledges and agrees that the HPIL retain the right to determine, in their sole discretion, the information that they wish to make

available to the Receiving Party and the personnel through whom the same will be made available. Further, nothing in this Undertaking shall amount to or be construed as the Disclosing Party making any representations or warranties, express or implied, as to the accuracy and/or completeness of the Confidential Information and the Disclosing Party shall have no liability whatsoever to the Receiving Party resulting from the Bidder's use of the Confidential Information. The Bidder also agrees that if it determines to proceed with the Transaction, its determination will be solely based on the terms of the Sale Deed as well as on its own investigation, analysis, and assessment of its investment. Moreover, unless and until such Sale Deed is entered into, neither the HPIL nor the Bidder will be under any legal obligation of any kind with respect to the Transaction except for the matters specifically agreed to in this Undertaking or in another written and duly executed Sale Deed.

12. The Bidder hereby indemnifies and agrees to hold the Transaction Advisor and the HPIL indemnified and harmless from all and any damages, losses, costs, or liabilities (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by any Receiving Party of the Confidential Information or other violation of this Undertaking (notwithstanding that a receiving party may not be party to this Undertaking) or of any similar undertaking or agreement. In addition, because an award of money damages (whether pursuant to the foregoing sentence or otherwise) would be inadequate for any breach of this Undertaking or any similar undertaking or agreement by the Receiving Party and any such breach would cause the Disclosing Party irreparable harm, the Bidder also agrees that, in the event of any breach or threatened breach of this Undertaking or such similar undertaking or agreement, the Transaction Advisor or the HPIL will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Undertaking but will be in addition to all other remedies available at law or equity to the Transaction Advisor and/or the HPIL.
13. The Bidder understands, acknowledges, confirms, and agrees that HPIL is beneficiary under this Undertaking. The Bidder further agrees and confirms that HPIL will be entitled to and may enforce, either individually or jointly, the obligations imposed on the Receiving Party under this Undertaking.
14. The Receiving Party agrees that in case the Bidder or any Consortium Member decides not to proceed with the Transaction or if the HPIL notify the Bidder or any Consortium Member that the HPIL does not wish the Bidder or any such Consortium Member to consider the Transaction any further, the terms of the Undertaking shall survive on even subsequent to the date of receipt of notification of such decision by the relevant party.
15. The Bidder agrees that no failure or delay by HPIL in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the

- exercise of any right, power or privilege hereto.
16. The terms of this Undertaking may be varied only with the HPIL's prior written agreement. This Undertaking shall be effective as of the date first above given on the first page of this Undertaking.
 17. This Undertaking shall be governed by and construed in accordance with the substantive laws of India without giving effect to its conflict of law principles.
 18. All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by registered airmail, postage prepaid, or by cable or facsimiles as follows.

If the notice is to the Bidder:

Bidder/ Lead Member	[Member-2] ⁶
_____	_____

Any of the Bidder, the HPIL may change its address by a notice given to the other in the manner set forth above. All notices and other communications shall be deemed to have been duly given (i) on the expiry of seven days after posting, if transmitted by registered airmail or (ii) on the date immediately after the date of transmission with confirmed answer back if transmitted by cable or facsimile or email whichever shall first occur.

IN WITNESS WHEREOF, this Undertaking has been executed by the duly authorized representative of the Bidder on the date and year first hereinabove written.

Witnessed by: Signature: Name: Address:	FOR [<i>Insert name of the Bidder/Lead Member</i>] _____(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated _____/any similar authorization)
Witnessed by:	[FOR [<i>Insert name of Member-2</i>] ⁷]

Signature: Name: Address:	_____ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated _____/any similar authorization)
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Important Instructions:

- 1) *For a Confidentiality Undertaking executed and issued overseas, the document will also have to be legalized using a different procedure as per applicable law.*
- 2) *In case of a Consortium, all the Consortium Members are required to submit the Confidentiality Undertaking.*

1

Sy 23660/15
 IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 CIVIL APPELLATE JURISDICTION
 WRIT PETITION NO. OF 2015

DIST: PUNE

Kumari Mangala Sadashiv Ghule ...Petitioner

Versus

Union of India & ors. ...Respondents

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4	Exhibit B Affidavit of the petitioner	20-21
5	Exhibit C Copy of compilation containing PIL Petition No.109 of 2008 along with affidavits of the concerned authorities and the petitioners in PIL.	22-24
6.	Exhibit D Copy of Order dated 20 th January 2010 passed by Hon'ble High Court in PIL No.109 of 2008	28-29
7	Exhibit E Copy of the order dated 15/11/2010 passed by the Hon'ble Supreme Court in Civil Appeal No.9741-9742 of 2010.	31-32
8	Exhibit F Copy of the Judgment of the Hon'ble Supreme Court in the case of Pune Municipal Corporation and anr. Vs. Harakchand Misirimal Solanki and ors. reported in AIR 2014 SC 982	36-43

9	Exhibit G Copy of Judgment and order dated 16/17 th July 2015 passed by Hon'ble Bombay High Court in Writ Petition No.6695 of 2014 in the case of Kaluram Maruti Dange Vs Special Land Acquisition Officer No.24, Pune	104-128
	LAST PAGE	128
	VAKALATNAMA	

A



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 CIVIL APPELLATE JURISDICTION
 WRIT PETITION NO. OF 2015

DIST: PUNE

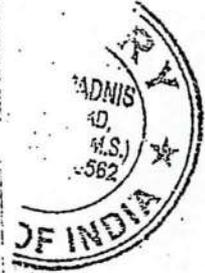
Kumari Mangala Sadashiv Ghule ...Petitioner

Versus

Union of India & ors. ...Respondents

SYNOPSIS
 DATES AND EVENTS

Sr.No.	Date	Event
1.	10/8/1925	Government Notification No.3722/24 was issued and it was notified that the lands in the schedule to the said notification were needed for public purpose viz. for erection of Beam Stations of the Indian Radio Telegraph Company Ltd. and the urgency clause was invoked. Petitioner's land is included in said notification.
2		No steps in accordance with law were taken either for passing award or payment of any compensation nor compensation has been deposited in any Hon'ble Court.



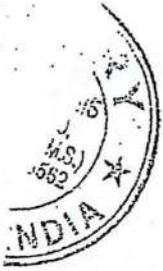
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B

3	1/4/1986	Indian Radio Telegraph and Cable Co. which was established in 1925, its name was deleted from Revenue Record and replaced by the name of the President of India, after independence Indian Radio Telegraph Co. was converted to Overseas Communication Service and hereafter Videsh Sanchar Nigam Ltd. to whom all assets and liabilities of erstwhile company were transferred.
4	Till 1990	Petitioner / predecessors cultivated the subject lands.
5		VSNL started objecting to the cultivation of lands by villagers / land owners and villagers started taking steps for getting back their lands.
6	2007	VSNL issued advertisement dated 22/3/2007 making clear its intention to sell the lands in open market.
7	1/11/2007	PIL No.139 of 2007 came to be filed challenging action of sale by VSNL but in view of the fact that statement was made by the counsel for VSNL that they are not intending to sale the lands, said PIL came to be withdrawn.

C

8		The enquiry revealed that no award has been passed in respect of subject land.
9	July 2008	PIL No.109 of 2008 has been filed praying for declaration that there is no acquisition in respect of the lands as per notification dated 10/8/1925 and for handing back the possession to land owners. The said PIL is pending. From the affidavits filed by authorities in the said PIL petition it is clear that no award has been passed nor any compensation paid.
10	20/1/2010	Hon'ble High Court (Coram: J.N. Patel, Acting CJ and B.R. Gavai, J.) passed an order in PIL 109/2008 directing the respondents not to carry out construction over the lands in respect of which no compensation is paid.
11	15/11/2010	The Hon'ble Supreme Court passed order in Civil Appeal Nos.9741-9742 of 2010 by which the order of the Hon'ble High





		<p>Court dated 20/1/2010 was set aside by which State Government as well as BSNL were restrained from carrying out any construction on the land in question with a request to the Hon'ble High Court to dispose of the writ petition as expeditiously as possible. It was further held that in case the claimants are entitled for any compensation, the same would be paid to them by concerned authorities in accordance with law.</p>
10	2013	<p>Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013-came to be passed by the Parliament.</p>
11		<p>Hence this petition.</p>

Points to be urged

1. The land acquisition proceedings have lapsed in view of the provisions of Section 24(2) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 in view of the fact that petitioner has not been paid any

compensation nor has it been deposited in the Hon'ble Court..

2. Other points as raised in the petition.

Acts

1. Constitution of India
2. The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013
3. Land Acquisition Act, 1894

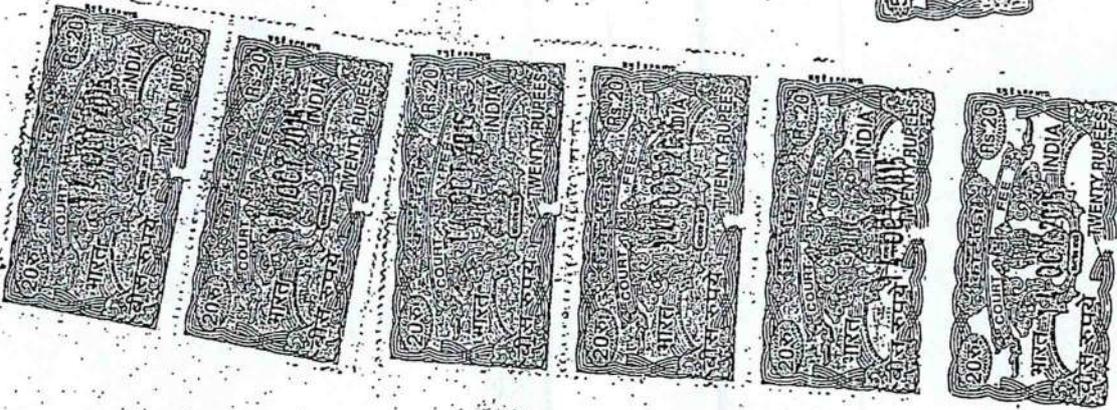
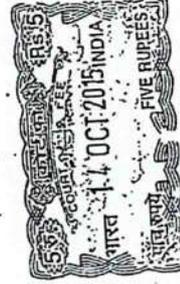
Authorities relied upon

1. AIR 2014 SC 982 Pune Municipal Corporation and anr. Vs. Harakchand Misirimal Solanki and ors.
2. Judgment and order dated 16/17th July 2015 passed by this Hon'ble Court in the case of Kaluram Maruti Dange Vs Special Land Acquisition Officer No.24, Pune and ors. (Appellate Side Civil Writ Petition No.6695 of 2014)

Date: 16 October, 2015.

Advocate for Petitioner





IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 CIVIL APPELLATE JURISDICTION
 WRIT PETITION NO. OF 2015

DIST: PUNE
In the matter of
226 of Civil Writ Petition

Kumari Mangala Sadashiv Ghule,

Age 47 years, Occ: Household,

Residing at Patil Wada, Bopkhel,

Tal. Haveli, Dist. Pune

...Petitioner

Versus

1. Union of India,
 Through Ministry of
 Communication and Defense
2. The District Collector,
 Pune, Dist. Pune.
3. State of Maharashtra

Amended Carried on/as
per court order of 26.4.2016.

4. Tata Communications Ltd.,
V.S.B Mahatma Gandhi Road
Fort, Mumbai - 400 001

"Rider A"

Please see
for added
No.5

Rider 'D'
Respondent

5. Hemisphere Properties India Ltd.)

A company incorporated under)

The Companies Act, 1956 and)

Having its office at Room No. 144,)

C- Wing, Nirman Bhawan,)

Maulana Azad Road,)

New Delhi-110001)

Rider 'D'

Amendment carried out
as per order dt
18.11.25 and 14.01.26.
in IA No. 7799/2024.

Blaney

06.02.26
Adv for Petitioner

....Respondent No. 5

MOST RESPECTFULLY SHEWETH:

1. By the present petition under Articles 226 and 227 of the Constitution of India, the petitioner seeks declaration from this Hon'ble Court that the land acquisition proceedings in respect of the land of the petitioner initiated under the Land Acquisition Act, 1894 have lapsed as per the provisions of Section 24(2) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (hereinafter referred to as "Transparency in Land Acquisition Act, 2013"), in view of the fact that neither any award is passed nor any amount of compensation has been paid to the petitioner or her predecessors. There a PIL Petition No.109 of 2008 pertaining to the subject land and the

present petition is filed without prejudice to the rights and contentions of the petitioner in the said PIL.

2. Brief facts pertaining to the present petition are as under:

- (A) The Government Notification No.3722/24 was issued on 10/8/1925 and it was notified that the lands in the schedule to the said notification were needed for public purpose viz. for erection of Beam Stations of the Indian Radio Telegraph Company Ltd. and the urgency clause was invoked. Hereto annexed and marked Exhibit A is a copy of the Government Notification No.3722/14 published in the Bombay Government Gazette (Part I) dated 20th August 1925 at page 2178.
- (B) The petitioner's ancestor viz. Ganu Laxman Ghule was having and cultivating ancestral property situated at village Popkhed, Dist. Pu,e Sr.No.133 + 136 to 141 admeasuring 35.72 Hectors which was sought to be acquired.
- (C) The family chart of the ancestor of the petitioner is given in the Affidavit of the petitioner which is annexed hereto and marked Exhibit B.

4

- (D) Petitioner states that Indian Radio Telegraph and Cable Co. which was established in 1925, its name was deleted from Revenue Record and replaced by the name of the President of India, after independence Indian Radio Telegraph Co. was converted to Overseas Communication Service and thereafter Videsh Sanchar Nigam Ltd. to whom all assets and liabilities of erstwhile company were transferred.
- (E) Since the year 1925 till 1990 the petitioner's predecessors/petitioner were cultivating the land without any disturbance and were in possession of the subject lands.
- (F) The petitioner's lost possession of the subject land sometime in 1992.
- (G) Petitioner states that VSNL started objecting to the cultivation of lands by villagers / land owners and villagers started taking steps for getting back their lands.
- (H) Petitioner states that VSNL issued advertisement dated 22/3/2007 making clear its intention to sell the lands in open market.
- (I) Petitioner states that in view of the illegal action on the part of the VSNL, PIL No.139 of 2007 came

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to be filed challenging action of sale by VSNL. However, in view of the fact that statement was made by the counsel for VSNL that they are not intending to sale the lands, said PIL came to be withdrawn on 1/11/2007.

(J) The petitioner states that no award has been passed in respect of the subject land and petitioner has not been paid any compensation nor any compensation has been deposited in the Hon'ble Court.

(K) In view of the fact that though Notification came to be issued, subsequent compliances according to law have not been made but respondent - VSNL was objecting the cultivation of the lands by villagers, a Public Interest Litigation being PIL No. 109 of 2008 has been filed before this Hon'ble Court in which Shri Santosh Babanrao Walke is the petitioner. Prayers in the said PIL petition are for a declaration that there is no acquisition in respect of the lands of villagers from village Bhosari, Bhotkhel, Kalas, Dighi as described in the Notification dated 10/8/1925 and VSNL has no right, title or interest in respect of said land and further that the possession from VSNL be withdrawn and handed back to the original land owners. Hereto annexed and marked Exhibit C

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is a copy of compilation containing PIL Petition No.109 of 2008 along with affidavits of the concerned authorities and the petitioners in PIL. Perusal of the affidavits of the authorities makes it clear that neither any award has been passed in respect of the subject land nor any compensation has been paid to the petitioner or deposited in any Court. The present petition is being filed without prejudice to the rights and contentions in the said PIL No.109 of 2008 which is pending before this Hon'ble Court.

- (L) Hon'ble High Court (Coram: J.N. Patel, Acting CJ and B.R. Gavai, J.) passed the order dated 20/1/2010 in PIL 109/2008 directing the respondents not to carry out construction over the lands in respect of which no compensation is paid. Hereto annexed and marked Exhibit D is a copy of Order dated 20th January 2010 passed by Hon'ble High Court in PIL No.109 of 2008.
- (M) The aforesaid order dated 20th January 2010 came to be challenged before the Hon'ble Supreme Court in Civil Appeal No.9741-9742 of 2010. The Hon'ble Supreme Court passed order dated 15/11/2010 in said Civil Appeal Nos.9741-9742 of 2010 and set aside the order of the Hon'ble High Court dated 20/1/2010 by which State

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Government as well as BSNL were restrained from carrying out any construction of the land in question with a request to the Hon'ble High Court to dispose of the writ petition as expeditiously as possible. It was further held that in case the claimants are entitled for any compensation, the same would be paid to them by concerned authorities in accordance with law. Hereto annexed and marked Exhibit E is a copy of the order dated 15/11/2010 passed by the Hon'ble Supreme Court in Civil Appeal Nos.9741-9742 of 2010. The fact of the matter is that no compensation has been paid to the petitioner.

- (N) In the year 2013 the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 came to be passed by the Parliament. In view of said law, the petitioner is filing the present petition.
- (O) The acquisition proceedings have lapsed in view of the provisions of Section 24 (2) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 because neither any award has been passed in respect of the subject lands, nor any compensation has been paid to the petitioner nor
- 

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any compensation has been deposited in any Hon'ble Court in the name of the petitioner.

(P) For the last several years, neither any award has been passed nor any compensation paid to petitioner nor compensation has been deposited in any Hon'ble Court hence the acquisition proceedings have lapsed and the petitioner is entitled for declaration to that effect and for restoration of possession of the subject land.

(Q) Petitioner states that Section 24 of said Transparency in Land Acquisition Act, 2013 reads as under:

"24 - Land acquisition process under Act No 1 of 1894 shall be deemed to have lapsed in certain cases

(1) Notwithstanding anything contained in this Act, in any case of land acquisition proceedings initiated under the Land Acquisition Act, 1894,--

(a) where no award under section 11 of the said Land Acquisition Act has been made, then, all provisions of this Act relating to the determination of compensation shall apply; or

(b) where an award under said section 11 has been made, then such proceedings shall continue under the provisions of the said Land Acquisition Act, as if the said Act has not been repealed.

(2) Notwithstanding anything contained in sub-section (1), in case of land acquisition proceedings

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initiated under the Land Acquisition Act. 1894, where an award under the said section 11 has been made five years or more prior to the commencement of this Act but the physical possession of the land has not been taken or the compensation has not been paid the said proceedings shall be deemed to have lapsed and the appropriate Government, if it so chooses, shall initiate the proceedings of such land acquisition afresh in accordance with the provisions of this Act.

(2) Notwithstanding anything contained in subsection (1), in case of land acquisition proceedings initiated under the Land Acquisition Act. 1894, where an award under the said section 11 has been made five years or more prior to the commencement of this Act but the physical possession of the land has not been taken or the compensation has not been paid the said proceedings shall be deemed to have lapsed and the appropriate Government, if it so chooses, shall initiate the proceedings of such land acquisition afresh in accordance with the provisions of this Act.

Provided that where an award has been made and compensation in respect of a majority of land holdings has not been deposited in the account of the beneficiaries, then, all beneficiaries specified in the notification for acquisition under section 4 of the said Land Acquisition Act, shall be entitled to compensation in accordance with the provisions of this Act." (Emphasis supplied)



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3. Petitioner says and submits that in view of the provisions of Section 24(2) of the Transparency in Land Acquisition Act, 2013 the entire land acquisition proceedings have lapsed. Hence the petitioner approaches this Hon'ble Court in its writ jurisdiction under Articles 226 and 227 of the Constitution of India for declaration that the acquisition proceedings have lapsed and for restoration of lands, on following amongst other grounds, each of the grounds set out hereinbelow is without prejudice to each other and independent of one another:

GROUND

- (A) No award in respect of the subject land has been passed.
- (B) Compensation in respect of the petitioner has not been paid to the petitioner.
- (C) Right from 1925 to 1992 the possession of the subject land was with the petitioner and the said possession came to be withdrawn in 1992 though there is neither any award, nor any compensation paid or deposited in any Hon'ble Court. Hence the so called acquisition proceedings have lapsed.



- (D) VSNL has no right, title or interest in respect of the subject lands.
- (E) By virtue of the legal fiction contemplated under Section 24(2) of the Transparency in Land Acquisition Act, 2013, the acquisitions proceedings have lapsed. The effect of Section 24(2) of the Transparency in Land Acquisition Act, 2013 has been interpreted by the Hon'ble Supreme Court in a recent Judgment in the case of Pune Municipal Corporation and anr. Vs. Harakchand Misirimal Solanki and ors. reported in AIR 2014 SC 982. Hereto annexed and marked Exhibit F is a copy of the Judgment of the Hon'ble Supreme Court in the case of Pune Municipal Corporation and anr. Vs. Harakchand Misirimal Solanki and ors. reported in AIR 2014 SC 982. This Hon'ble Court has also interpreted the provisions of Section 24(2) of the Transparency in Land Acquisition Act, 2013 by the Judgment and order dated 16/17th July 2015 passed by this Hon'ble Court in Writ Petition No.6695 of 2014 in the case of Kaluram Maruti Dange Vs Special Land Acquisition Officer No.24, Pune. Hereto annexed and marked Exhibit G is a copy of the Judgment and order dated 16/17th July 2015 passed by this Hon'ble Court in Writ Petition No.6695 of 2014 in

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IGAD,
M (M.S.)
10562

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the case of Kaluram Maruti Dange Vs Special Land Acquisition Officer No.24, Pune.

4. The Public Interest Litigation being PIL No.109 of 2008 has been filed by Shri Santosh Babanrao Walke and the said PIL petition is pending before this Hon'ble Court. The subject land is covered by the said PIL Petition and the present petition is filed by the petitioner without prejudice to the rights and contentions in the said PIL petition and in view of the provisions of Transparency in Land Acquisition Act, 2013. No other petition under the provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 has been filed by the petitioner either in this Hon'ble Court or in the Hon'ble Supreme Court of India.
5. The petitioner has no other efficacious remedy but to approach this Hon'ble Court by way of the present petition.
6. Petitioner states that the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 came into force from 1/1/2014 and the petitioners have not been paid any compensation. Thus the cause of action to file the





petition arose from that date. The petitioner recently learnt that this Hon'ble Court has passed a Judgment and order dated 16/17th July 2015 in the case of Kaluram Maruti Dange Vs Special Land Acquisition Officer No.24, Pune and ors. (Appellate Side Civil Writ^oPetition No.6695 of 2014) allowing the said petition. Petitioner has filed the present petition immediately thereafter. The petitioner states that hence there is no delay on the part of the petitioners in approaching this Hon'ble Court and the petition is not barred by law of limitation.

7. The petitioner has paid appropriate Court fees.
8. The petitioner has not received any caveat from the respondent.
9. The petitioners, therefore, pray that:

(a) by appropriate writ, order or direction this Hon'ble Court be pleased to declare that the acquisition proceedings pursuant to the Government Notification No.3722/14 dated 10/8/1925 published in the Bombay Government Gazette (Part I) dated 20th August 1925 at page 2178, in respect of land admeasuring 35.72 Hectors from Sr.No:133+136 to 141 of village Bopkhel, Dist

Pune have lapsed in view of the provisions of Section 24(2) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013;

- (b) by appropriate writ, order or direction this Hon'ble Court be pleased to direct the Respondents to ~~restore the possession~~ of subject lands as set out in prayer clause (a) above to the petitioner's family in view of the fact that the acquisitions proceedings have lapsed as per provisions of Section 24(2) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013;
- (c) pending the hearing and final disposal of the present petition, this Hon'ble Court be pleased to declare that the acquisition proceedings pursuant to Government Notification No.3722/14 dated 10/8/1925 published in the Bombay Government Gazette (Part I) dated 20th August 1925 at page 2178, in respect of land admeasuring 35.72 Hectors from Sr.No.133+136 to 141 of village Bopkhel, Dist Pune Dist Pune have lapsed in view of the provisions of Section 24(2) of the Right to Fair



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Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013;

- (d) pending the hearing and final disposal of the present petition, by way of interim order this Hon'ble Court be pleased to restrain the respondents from changing the nature of the subject property or from creating any third party right, title or interest in respect of the subject property involved in the present petition;
- (e) ad-interim relief in terms of prayer clauses (c) and (d) above be granted;
- (f) costs of the petition be provided for;
- (g) Such further and other reliefs as the nature and circumstances of the case may require, be passed.

AND FOR THIS ACT OF KINDNESS THE PETITIONERS AS DUTY BOUND, SHALL EVER PRAY.

Dated this day of September, 2015.

Advocate for Petitioner

Petitioner

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VERIFICATION

I, Kumari Mangala Sadashiv Ghule, Age 47 years, Occ Social Worker, residing at Patil Wada, Bopkhed, Tal. Haveli, Dist, Pune the petitioner above named do hereby state on solemn affirmation that the contents in paragraph nos. 1 to 8 of the above petition are true and correct to the best of my knowledge and belief and contents in paragraph no. 9 are my prayers which I believe to be true and correct.

Solemnly affirmed at Mumbai)

On this 12th day of September 2015.)

Advocate for Petitioner

Kapadnis

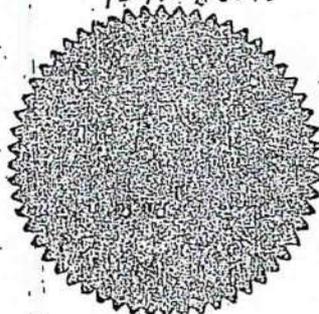
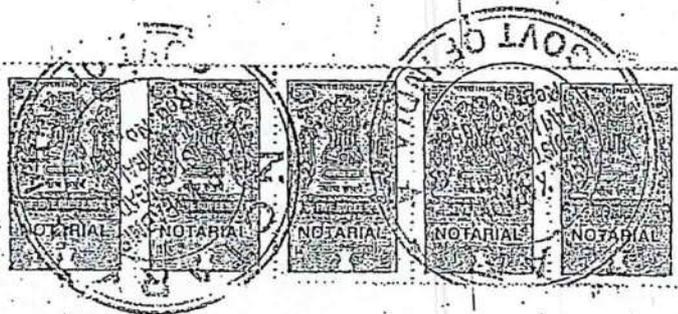
MS Before me

गु. मंगला र. घुले
Petitioner

BEFORE ME

Kapadnis

A. R. KAPADNIS
NOTARY GOVT. OF INDIA
NOTED AND REGISTERED
REGD. NO. 1834/10153
DATE 13/10/2015



Emph

17

Emph 11A

Part 1] THE BOMBAY GOVERNMENT GAZETTE, AUG. 20, 1925. 2178

If the local Government is satisfied that the said land is needed for the said public purpose, a further and final notification under section 6 of the said Act will be published in the *Bombay Government Gazette* in due course. If the acquisition is in part or wholly abandoned, the party or parties interested will be so informed.

Schedule

District Ahmedabad, taluka Prantij, villages Jempur.

Survey No.	Approximate area of the land required.
	Gunthas. Sq. yds.
114	1 46
115	2 31

No. 5722/24.—Whereas by Government Notification in the Revenue Department, Bhoori, No. 5722/24 dated 10th August 1925, it was notified that the lands specified in the schedule, Bhophkal hereto were needed for the public purpose stated in the said Notification, viz., for the Bhophkal etc., district creation of Beam Stations of the Indian Radio Telegraph Company, Limited.

And whereas the Governor in Council is satisfied that the said lands are needed to be acquired by Government at the expense of the Indian Radio Telegraph Company, Limited, for the public purpose specified above.

And whereas the acquisition of the said lands is urgently necessary, the Governor in Council is hereby pleased to direct that the Collector shall on the expiration of fifteen days from the publication of the notice mentioned in sub-section (1) of section 9 of the said Act take possession of all the waste or arable lands specified in the said schedule.

It is hereby finally declared under the provisions of section 6 of the said Act that the said lands are required for the public purpose stated above. The Assistant or Deputy Collectors in charge respectively of the Haveli and Bhimshadi Talukas are hereby directed to take notice for the acquisition of the said lands.

A plan of the said lands may be inspected at the office of the Collector of Poona.

SCHEDULE.

District Poona, taluka Haveli.

Village.	Survey No.	Plot No.	Approximate Area of the land required.	Village.	Survey No.	Plot No.	Approximate area of the land required.	
Bhorai	228	...	A. C. 28 29	Bhorai—contd.	125	...	A. C. 8 2	
	229	...	28 33		126	...	...	8 28
	248	...	14 10		127	...	...	12 3
	250	...	12 "		128	...	...	12 4
	251	...	2 85		129	...	...	12 19
	252	...	3 70		130	...	...	4 9
	253	...	3 37		131	...	...	15 29
	254	...	3 33		132	...	...	2 20
	255	...	1 27		133	...	...	10 8
	256	...	15 16		134	...	...	8 23
	257	...	17 14		135	...	...	7 7
	258	...	18 6		136	...	...	12 11
	259	...	15 26		137	...	...	8 27
	260	...	10 23		138	...	...	12 15
	262	...	17 27		139	...	...	13 4
	263	...	15 4		140	...	...	22 22
	264	...	21 6		141	...	...	8 4
	265	...	16 9		142-A	...	...	1 31
	266	...	27 18		Kada	51 (part)	...	1 11
	267	...	23 5			52 (part)	...	2 21
	268	...	21 29			53	...	6 31
	269	...	18 24			54	...	9 28
	270	...	0 31			55	...	5 12
	271	...	3 5			56	...	2 51
	272	...	1 21			57 (part)	...	16 11
	273	...	3 13			58 (part)	...	13 12
	274	...	4 37			59 (part)	...	4 16
	275	...	4 24			60 (part)	...	3 19
	276	...	5 23			61	...	8 20
	277	...	4 23			62	...	1 35
	278	...	17 55			63	...	8 25
	279	...	2 10			64	...	5 39
	280	...	1 12			65	...	3 21
	Bhophkal	120	...		3 33	66	...	17 27
		121	...		6 22	67	...	7 21
122		...	8 12	68	...	8 2		
123		...	6 59	69	...	9 7		
124		...	13 14	70	...	9 7		

Village.	Survey No.	Pot No.	Approximate area of the land required.	Village.	Survey No.	Pot No.	Approximate area of the land required.
Dighl	49	1 and 2	A. 16 3/4	Dighl—contd.	58	1 to 6	A. 19 25
	50	...	5 12		59	1 to 6	32 16
	51	...	5 25		60	...	14 36
	52	1 to 3	5 16		61	1 to 4	21 38
	53	1 and 2	33 8		62	1 and 2	33 11
	54	...	25 1		63	...	25 12
	55	...	22 16		64	1 to 5	33 19
	56	1 and 2	22 27		65	...	33 23
	57	...	31 35		66	...	33 23
	67		67

District Poona, pata Dhond, taluka Bhimthadi:

Nanvij	Survey No.	Pot No.	Approximate area of the land required.	Nanvij—contd.	Survey No.	Pot No.	Approximate area of the land required.
Nanvij	17 (part)	...	6 33	Nanvij—contd.	87	...	27 29
	18	...	21 19		88	...	22 21
	19	...	29 5		89	...	24 18
	20	...	15 13		90	...	26 38
	21	...	15 22		91	...	18 27
	22	...	19 16		92	...	17 2
	23	...	27 22		93	...	31 11
	24	...	29 4		94	...	18 5
	25	...	...		95	...	...
	26	...	...		96	...	...

No. 3775/24.—Whereas by Government Notification in the Revenue Department No. 3775/24 dated 7th August 1925, it was notified that the lands specified in the schedule hereto were needed for the public purpose stated in the said notification, viz., for the assisted siding of the Lokamanya Mills, Limited, Barsi.

And Whereas the Governor in Council is satisfied that the said lands are needed to be acquired by Government at the expense of the Barsi Light Railway Company, Limited, for the public purpose specified above.

And whereas the acquisition of the said lands is urgently necessary, the Governor in Council is hereby pleased to direct that the Collector shall, on the expiration of fifteen days from the date of publication of the notice mentioned in sub-section (1) of section 9 of the said Act take possession of all the waste or arable lands specified in the said schedule.

It is hereby finally declared under the provisions of section 6 of the said Act that the said lands are required for the public purpose stated above. The Assistant or Deputy Collector in charge of the Barsi Taluka is hereby directed to take order for the acquisition of the said lands.

A plan of the said lands can be inspected at the office of the Assistant or Deputy Collector in charge of the Barsi Taluka.

Schedule.

District Sholapur, taluka Barsi, town of Barsi.

Survey No.	Approximate area of the land required.
51/1	6 1/2
51/2	2
3	3
4	3
5	1

No. 4523/24.—Whereas it appears to the Governor in Council that the land specified in the schedule hereto is likely to be needed to be taken by Government at the expense of the District Local Board, Kolaba, for a public purpose, viz., for the first section of the Talakhar-Chanere road.

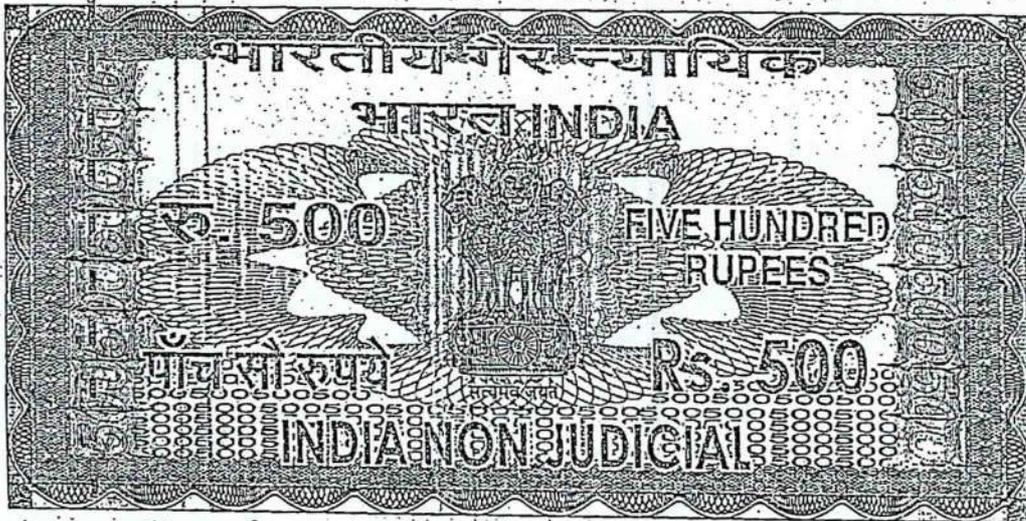
It is hereby notified under the provisions of section 4 of Act I of 1894, as amended by Act XXXVIII of 1923, that the said land is likely to be needed for the public purpose specified above.

All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyors or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any improvements made therein without the sanction of the Collector after the date of this notification will, under section 24 (revently) of the said Act, be disregarded by the officer assessing compensation for such parts of the said land as may be finally acquired.

If the local Government is satisfied that the said land is needed for the said public purpose, a further and final notification under section 6 of the said Act will be published in the Bombay Government Gazette in due course. If the acquisition is in part or wholly abandoned, the party or parties interested will be so informed.

ERB

70

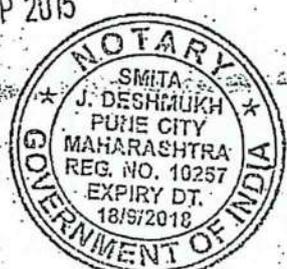
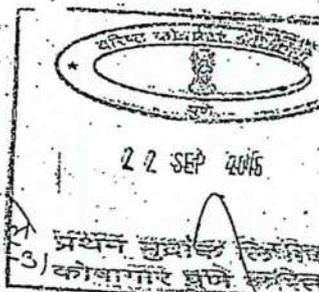


महाराष्ट्र MAHARASHTRA

T 739205

ज्या कायदाद्वारे व्यक्ती मुद्रांक देणे किंवा त्याची वापम करणे याचा
 अर्थ असा होतो की व्यक्तीने त्या व्यक्तीच्या नावावर वापम करणे किंवा
 दस्तावेजात वापम करणे किंवा वापम करणे किंवा वापम करणे किंवा
 नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी
 किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी
 मोनयशा रजिटर
 मुद्रांक किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी
 दुसऱ्या व्यक्तीला किंवा
 हक्क असा किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी
 मुद्रांक किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी
 मुद्रांक किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी
 परवाना किंवा मुद्रांक किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी
 परवाना किंवा मुद्रांक किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी किंवा नोंदणी

Affidavit



AFFIDAVIT

I, Kumari Mangala Sadashiv Ghule, daughter of Sadashiv Bala Ghule, Age 47 years, Indian habitant, residing at Patil Wada, Bopkhel, Tal. Haveli, Dist. Pune, do hereby state on solemn affirmation as under:-

Pune Lawyers Consumer's Co. Society Ltd., Pune-5.
 .C. NO. 2201111

2

That I am permanent residence of at above stated address with my family and cousins late Ganu Laxman Ghule is the original ancestor he left all the members described in the following family tree as his legal heirs which cleared the family portrait. Document which shows family pedigree is attached with this affidavit.

I further say that Ganu has a brother, namely Anajee and his family tree attached separately.

Family Chart

No.	Name of Legal Heirs	Age	Relation with Deceased i.e. original ancestor
1.	Bala Ganu Ghule Date of death 5/3/43		
1A.	Mahadu Bala Ghule Date of dath 30/3/88		
A1.	Sakhubai Mahadu Ghule		
A2	Ashok Mahadu Ghule	55	Grant Son
A3	Vasnat Mahadu Ghule	58	Grant Son
A4	Govind Mahadu Ghule	50	
A5	Shrirang Mahadu Ghule	45	
A6	Pushpa Balasaheb Surve	65	Grant Daughter
A7	Meera Hanuman Salunke	60	Grant Daughter
A8	Tara Govind Sabale	48	
2.	Dattatraya Bala Ghule Death 13/10/77		Grand Son
2A.	Jijabai Dattatraya Ghule	80	Grand Daughter in law
2B	Dnyaneshwar Dattatraya Ghule	52	Great Grand son
2C	Shankar Dattatraya Ghule	37	
2D	Sudha Shamrao Kotwal	55	Grand Daughter
2E	Usha Ravidra Gaikwad	60	Grand Son
2F	Shobha Dattatraya Ghule	47	Grand Daughter



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No.	Name of Legal Heirs	Age	Relation with Deceased i.e. original ancestor
2G	Deepali Balasaheb Kalapure	65	Grand Daughter
3.	Sadashiv Bala Ghule Date of death 17/6/76		
3A	Sushilabai Sadashiv Ghule	70	Grant Daughter in law
3B	Santosh Sadashiv Ghule	37	
3C	Mangal Sadashiv Ghule	52	
3D	Chhaya Madhusudan Deokar	50	
3E	Laxmi Sadashiv Ghule	47	
4	Maruti Bala Ghule Date date 19/2/86		
4A	Sarubai Maruti Ghule Died		
4B	Sharada Jasingh Godse	43	Great Grand Daughter
5	Shakuntal Dattatray Bhegde	80	Grant daughter

That our original Ancestor i.e. deceased Ganu Laxman Ghule having and cultivating the Ancestral property situated at Bopkhel, Pune, Sr. No. 133 + 136 to 141 admeasuring 35.72 Hectors which acquired illegally and without any legal proceeding, for videsh Sanchar Nigam Ltd. and its name recorded in 7/12 extract by M.E. No.1437.

that in the year 1925, The Government of Bombay (British Government) acquired the agriculture land of Bopkhel Gaon for Indian Radio Telegraph Company by the publishing Gazette, Gazette No. 3722/24 on date of 20/8/1925 and taking name of the such company on the record of land by

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Pher Phar no. 1437 for Bopkheli The collector of Pune endorsed the name of the President of India on 7/12 extract.

The since year 1925 the original owner i.e. farmers i.e. we cultivated such land without any kind of disturbance and this is also recorded on the land record. In the year 1948 to 1990 the said land property is actual possession and cultivated by us as a khand.

After independence i.e. year 1947 to 1992 the original owner i.e. farmer continue tried communicate with the government by the way of letters and application for solution of the land and returned back to original owner and for record the name on lane record which acquired by illegal way, without following any legal proceeding.

The above stated ancestral property is of our ancestor late Ganu Laxman Ghule. We are the members who stated in as above family chart are the legal heirs of such ancestor as in relation which stated in this family chart. it is necessary to bring our names on record as legal heirs of late deceased Ganu Laxman Ghule.

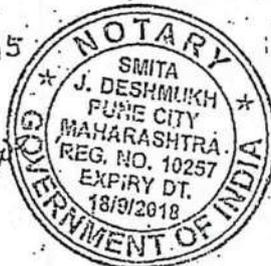
For this purpose I made this an affidavit and for support to this affidavit. I attached the documents like document of family pedigree, death certificate, CDE extract etc.

This affidavit is made by me and the contents in this affidavit are true and correct to the best of my knowledge and belief and I have signed this affidavit at Pune.

Date: 30-9-2015
Pune

IDENTIFIED BY ME

A. R. S.
ADVOCATE
R. P. S.



M.S.
Affiant

BEFORE ME

Smita
SMITA JAYAVANT DESHMUKH
NOTARY
GOVT. OF INDIA

NOTED AND REGISTERED
AT SR. NO. 606/2015
DATE

30/9/2015



29

क्र. सं. नंबर	पोस्ट नंबर	शर्करी नाव	वैद्यकीय या प्रकार	सिवास्तार व स्थाना	सीमासी व स्थान-माथी जमीन विचार कर व जनसंख्या	जमीनी प्रकार	मोजणी प्रकार			एकर	आयस मोजणी	वाशा आयस मोजणी	वाणी-कयस मोजणी	दीस आयस मोजणी
							आयस मोजणी	वाणी-कयस मोजणी	वाणी-कयस मोजणी					
9	32	3	4	5	6	7	8	9	10	11	12	13	14	15
14		जाबुल माल	निराकर	राष्ट्रपाल जिन विडु-सी पा - बुका	एकरा किराणी-म 2 गोखळ व टोकरा 2 एकर	निराकर	22990	610	2200	763	2200	2200	2200	2200



ड. को. भा. प्र.

मोडी लिपीतील कागद पत्रांचे
मराठीमध्ये भाषांतर करून देणार.
डा. प्रताप
मो. 9850739244

30

मि. दि.
विश्वे कार्यालय,
१२, सुपवार, गंगुपती चौक,
पुणे २. फोन : २११५६६७६

गा. न. क्र. ७, ७ अ, व १२

शिक्षा

गांव कोरवेर ता. कोरवेर जि. पुणे

भूमापन क्रमांक सर्वे नं. गट क्रमांक	दि.क्र.	धारणा प्रकार	गा. न. क्र. ७	जाते क्र.
१३३३	१३६१	११	मालकाचे नांव <u>ए.ए. (UE)</u> <u>१३५</u>	
भूमापन क्रमांकाचे स्थानिक नांव	गणव. <u>विना लॅंग्वे रिजम रिज</u>			कुळाचे नांव
लागवड योग्य क्षेत्र	एकर हेक्टर	गुठे आर	<u>१७३६</u>	इतर अधिभार / हजे / सविस्तर
गिरांपत				
बागाडित				
भात शेती				
एकूण...				
पो.सं...				
वर्ग (अ)...	३५.५२			
वर्ग (ब)...				
एकूण...	३५.६२			
आकार				
जुडी अथवा पिरांप				
आकार पाण्याबाबत...				

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गा. न. क्र. ७ अ

गा. न.

वर्ग	जमीन करणाऱ्याचे नाव	रीत	हंगाम उद्दीप्त रुबी	पीकाखाली क्षेत्र									पीकरत निर- पयोगी असा जमिनीचा तपशील		पानी पुरवठ्याचे साधन	क्षेत्र	
				मिश्र पीकाचे एकूण क्षेत्र			मिश्र पीकातील प्रत्येक पीकाचे क्षेत्र			अमिश्र पीकाचे क्षेत्र			प्रकार	क्षेत्र			
				मिश्र पि. संकेतांक	जलसिंचित	जलसिंचित	पीकाचे नांव	जलसिंचन	जलसिंचन	पीकाचे नांव	जलसिंचन	जलसिंचन					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
2910	(10)	1	अ							अमिश्र पीका		34162					
2911	(11)	2	ब							अमिश्र पीका		34162					
2912	(12)	3	घ							अमिश्र पीका		34162					
2913	(13)	4	ड							अमिश्र पीका		34162					
2914	(14)	5	ण							अमिश्र पीका		34162					
2915	(15)	6	त							अमिश्र पीका		34162					
2916	(16)	7	थ							अमिश्र पीका		34162					
2917	(17)	8	द							अमिश्र पीका		34162					
2918	(18)	9	ध							अमिश्र पीका		34162					
2919	(19)	10	न							अमिश्र पीका		34162					
2920	(20)	11	ण							अमिश्र पीका		34162					
2921	(21)	12	त							अमिश्र पीका		34162					
2922	(22)	13	थ							अमिश्र पीका		34162					
2923	(23)	14	द							अमिश्र पीका		34162					
2924	(24)	15	ध							अमिश्र पीका		34162					
2925	(25)	16	न							अमिश्र पीका		34162					
2926	(26)	17	ण							अमिश्र पीका		34162					
2927	(27)	18	त							अमिश्र पीका		34162					
2928	(28)	19	थ							अमिश्र पीका		34162					
2929	(29)	20	द							अमिश्र पीका		34162					
2930	(30)	21	ध							अमिश्र पीका		34162					
2931	(31)	22	न							अमिश्र पीका		34162					
2932	(32)	23	ण							अमिश्र पीका		34162					
2933	(33)	24	त							अमिश्र पीका		34162					
2934	(34)	25	थ							अमिश्र पीका		34162					
2935	(35)	26	द							अमिश्र पीका		34162					
2936	(36)	27	ध							अमिश्र पीका		34162					
2937	(37)	28	न							अमिश्र पीका		34162					
2938	(38)	29	ण							अमिश्र पीका		34162					
2939	(39)	30	त							अमिश्र पीका		34162					
2940	(40)	31	थ							अमिश्र पीका		34162					
2941	(41)	32	द							अमिश्र पीका		34162					
2942	(42)	33	ध							अमिश्र पीका		34162					
2943	(43)	34	न							अमिश्र पीका		34162					
2944	(44)	35	ण							अमिश्र पीका		34162					
2945	(45)	36	त							अमिश्र पीका		34162					
2946	(46)	37	थ							अमिश्र पीका		34162					
2947	(47)	38	द							अमिश्र पीका		34162					
2948	(48)	39	ध							अमिश्र पीका		34162					
2949	(49)	40	न							अमिश्र पीका		34162					
2950	(50)	41	ण							अमिश्र पीका		34162					
2951	(51)	42	त							अमिश्र पीका		34162					
2952	(52)	43	थ							अमिश्र पीका		34162					
2953	(53)	44	द							अमिश्र पीका		34162					
2954	(54)	45	ध							अमिश्र पीका		34162					
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2957	(57)	48	त							अमिश्र पीका		34162					
2958	(58)	49	थ							अमिश्र पीका		34162					
2959	(59)	50	द							अमिश्र पीका		34162					
2960	(60)	51	ध							अमिश्र पीका		34162					
2961	(61)	52	न							अमिश्र पीका		34162					
2962	(62)	53	ण							अमिश्र पीका		34162					
2963	(63)	54	त							अमिश्र पीका		34162					
2964	(64)	55	थ							अमिश्र पीका		34162					
2965	(65)	56	द							अमिश्र पीका		34162					
2966	(66)	57	ध							अमिश्र पीका		34162					
2967	(67)	58	न							अमिश्र पीका		34162					
2968	(68)	59	ण							अमिश्र पीका		34162					
2969	(69)	60	त							अमिश्र पीका		34162					
2970	(70)	61	थ							अमिश्र पीका		34162					
2971	(71)	62	द							अमिश्र पीका		34162					
2972	(72)	63	ध							अमिश्र पीका		34162					
2973	(73)	64	न							अमिश्र पीका		34162					
2974	(74)	65	ण							अमिश्र पीका		34162					
2975	(75)	66	त							अमिश्र पीका		34162					
2976	(76)	67	थ							अमिश्र पीका		34162					
2977	(77)	68	द							अमिश्र पीका		34162					
2978	(78)	69	ध							अमिश्र पीका		34162					
2979	(79)	70	न							अमिश्र पीका		34162					
2980	(80)	71	ण							अमिश्र पीका		34162					
2981	(81)	72	त							अमिश्र पीका		34162					
2982	(82)	73	थ							अमिश्र पीका		34162					
2983	(83)	74	द							अमिश्र पीका		34162					
2984	(84)	75	ध							अमिश्र पीका		34162					
2985	(85)	76	न							अमिश्र पीका		34162					
2986	(86)	77	ण							अमिश्र पीका		34162					
2987	(87)	78	त							अमिश्र पीका		34162					
2988	(88)	79	थ							अमिश्र पीका		34162					
2989	(89)	80	द							अमिश्र पीका		34162					
2990	(90)	81	ध							अमिश्र पीका		34162					
2991	(91)	82	न							अमिश्र पीका		34162					
2992	(92)	83	ण							अमिश्र पीका		34162					
2993	(93)	84	त							अमिश्र पीका		34162					
2994	(94)	85	थ							अमिश्र पीका		34162					
2995	(95)	86	द							अमिश्र पीका		34162					
2996	(96)	87	ध							अमिश्र पीका		34162					
2997	(97)	88	न							अमिश्र पीका		34162					
2998	(98)	89	ण							अमिश्र पीका		34162					
2999	(99)	90	त							अमिश्र पीका		34162					

अरसल नवकल तपश्ल तारीख

१२/१/२०१२

कामगार तलाठी
बी.के. बोफडे, रा. हदेली, जि. मु.प.

मुळ प्रतीचा अंमल उतारा पिला. तारीख

गावकामगार तलाठी तर्फे

82

गावे नमुंबा नंबर १४

जन्म- मृत्यु रजिस्टर नोंद - बोपरनेळ ता. हवेली जि. पुणे.

मृत्यु - मार्च / एप्रील सन २०१५

क्र. नंबर	तारीख	नाव बापाचे नांव किंवा लग्न झाले ली मनी अस्तित्वात गत्र्याचे नांव	मरण				शेरा
			जात	वय	दिवस	रुग्ण	
९०	८/३/०५	मु. बाप मारुती रूपके	मराठी	२३	१	४	उगागे रोगाचे
९१	१४/३/०५	गण लक्ष्मण घुळे	मराठी	६०	१	६	हिवतापाचे
९२	१५/३/०५	कुसाई कोम गोविंद	मराठी	७५	०	१	हिव तापाचे
९३	१६/३/०५	लक्ष्मण बा. नावजी	मराठी	६०	१	०	उगागे रोगाचे
९४	१७/३/०५	बाप बाप गण रूपके	मराठी	१	१	०	पोखत दुखेचे
९५	२०/३/०५	सीती बाप तुकाराम रवाडके	मराठी	२	०	१	उगागे रोगाचे
९६	३१/३/०५	बाप रंगु विठु		दिवस	०	१	
९७		येथून मार्च महिन्यात			४	३	
९८	२०/४/०५	रखमी लक्ष्मण गोविंद	मराठी	३	०	१	हिवतापाचे
९९	२३/४/०५	मारुती वीच संपाजी घुळे	मराठी	२	१	०	उगागे रोगाचे

मोडी लिपीचे मराठी लिपीत
लिप्यंतर करून दिले,
ते माझे माहिती प्रमाणे यथोक्त आहे

२६/४/१५

मा. ग. काँदरे

२२२/३, पारिवर्तन लातरी, तिरुप कंपनी गेट नं. ५ घानोर
हवेली, पुणे ४१ मोबा नं ९६०४४९६५६५

34

The image shows a document page that has been scanned with very high contrast, resulting in a mostly black and white appearance. In the upper right corner, the number '34' is handwritten. The main body of the page contains a table with approximately 4 columns and 6 rows. The text within the table cells is completely illegible due to the high contrast and noise. The table structure is faintly visible as a grid of lines.

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महाराष्ट्र शासन
विकास विभाग
महाराष्ट्र विकास बोर्ड
मुंबई - ४०००१६

मृत्यु नोंदणी दाखला

क्र. नं. (१०)

शिवका

6

मृत्यु नोंदणी अधिनियम १९६९ अंतर्गत कलम १२ नुसार (कलम १७ नुसार एवढेच)
(नियम ९ प्रहा)

प्रमाणित करण्यात येते की, खालील माहिती महाराष्ट्र राज्यातील

नाव: बोपरेल तालुका: खेलेली जिल्हा: पुणे
पत्नी: पुणे
वय: ५५
राष्ट्रीयत्व: भारतीय
कामगार पत्ता: मुंबई - बोपरेल ता. खेलेली जि. पुणे-७३

मृत्यु दिनांक: ०३/१०/१९७७ नोंद क्रमांक: ९
मृत्यु ठिकाण: बोपरेल नोंदणी दिनांक: १२/१०/१९७७
आयुष्य: ५५ दिनांक: ०३/१०/१९७७ घुणे

आमलदार
दाखला घ्यावाची सूची
महाराष्ट्र शासन



पिंपरी चिंचवड महानगरपालिका,



पिंपरी - ४११०१८

वैद्यकीय विभाग, जन्म मृत्यू नोंदणी शाखा

Nº 046112

मृत्यू नोंदणी प्रमाणपत्र

(जन्म-मृत्यू नोंदणी अधिनियम १९६९ चे कलम १२/१७, तथा
महाराष्ट्र जन्म - मृत्यू नोंदणी नियम २०१० मधील नियम ८ नमुना ६ अन्वये)

प्रमाणित करण्यात येत आहे की, खालील गाहिती फुंगवाडी दवाखानः
(स्थानिक क्षेत्र) तालुका हवेली, जिल्हा पुणे, राज्य महाराष्ट्र येथील मृत्यूच्या मूळ अभिलेखाच्या नोंदवहीतून घेण्यात
आली आहे.

- मृताचे नाव - सुहासिनी बाका धुले
- लिंग - स्त्री/पुरुष पुरुष
- मृत्यू दिनांक - १५/०६/०६
- मृत्यूचे ठिकाण - घर/रुग्णालय/अन्य ठिकाण याचा तपसात बायस्कॉप
- गाव/शहर - पिंपरी चिंचवड ता. हवेली, जिल्हा पुणे, महाराष्ट्र, पिनकोड - ४११०
- वडिलांचे नांव - बाका धुले
- आईचे नांव -

- नोंदणी दिनांक - २०/६/०६
- आई / वडिलांचा कायमचा पता : बायस्कॉप

खरी नक्कल



पिंपरी चिंचवड महानगरपालिका
जन्म मृत्यू नोंदणी
फुंगवाडी - १२

दिनांक :- २०/०६/२००६

प्रत तयार करणाराचे नाव / पद / तापी डॉ. सुहासिनी बाका धुले जिल्हा

पावती क्र. व दिनांक ६३५४९७६-२२-५-०६ मरकम फी. ३०/- गोपनायक फी. १५५/-

विलाय फी. ५/- एकूण २००/- दिनांक: १/२००६

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मृत्यु नोंदणी विभाग
Y. १२, बुधवार, १०/०२/१९५६, रोड,
गुणवती चौक, पुणे-४
दिनांक १५/०२/५६

मृत्यु नोंदणी दाखला

नमूना नं. (१०)



जन्म, मृत्यु नोंदणी विनियम १९५५ अंतर्गत कलम १२ नुसार / कलम १७ नुसार दिखेना

(नियम ९ वहा)

सिंग ३९ ट मधील बळी पाम ३ २ वर नोंद

प्रमाणित करण्यात येते की, खालील माहिती महाराष्ट्र राज्यातील

गाव बोपरवेल तालुका खेसी विभाग पुणे

पैकी मूळ नोंदीवली आहेत

नाम माझी

पिता पुण्डरीक राष्ट्रीय भारतीय

कामना पुता सु. पा. बोपरवेल ला. खेसी जि. पुणे-३३

नोंद क्रमांक ५

मृत्यु दिनांक ०२/०२/१९५६

नोंदणी दिनांक २३/०२/१९५६

ठिकाण मा. जे. बोपरवेल

अधिकारी / अधिकारी / न्यायाचे मान्य व्हा. कर्जिधुल
दिनांक १०/१०/१९५६

दाखल झालेला मृत्यू
महाराष्ट्र राज्य सरकार



शिक्षण मंडळ

पिंपरी चिंचवड महानगरपालिका, पिंपरी

शाळा सोडल्याचा दाखला

(ग्रॅड-इन्-एड कोर्साच्या १७ व्या नियमाप्रमाणे)



शाळेचे नाव - पि. व्ही. सान. पा. बोपखेल गुले क्र. ३०१
विद्यार्थ्याचा रजिस्टर नंबर - १८

- विद्यार्थ्याचे संपूर्ण नाव - कु. शकुंतला बाका धुले
- आईचे नाव -
- धर्म आणि जात (पोटजात) - हिंदू - मराठा
- जन्मठिकाण, तालुका व जिल्हा - बोपखेल
- खिस्ती सनप्रमाणे जन्मतारीख, महिना आणि सन - सदा माहे जून सकोणी शे. बत्तीस
(अक्षरी व अंकी) - नं. ६-६-१९८३
- या शाळेत येण्यापूर्वी विद्यार्थी शिकत असलेली शाळा - नविवर
- शाळेत प्रविष्ट झाल्याची तारीख - दिनांक - ०६/०६/१९
- अध्यासातील प्रगती - उत्तम
- शाळेतून नतेपत्र - प्राप्त झाले
- शाळा सोडल्याची तारीख, मालिका नसत - ०९/०६/१९
- कोणत्या इयत्तेत व कधीपासून शिकत होता - चौथी
(अक्षरी व अंकी)
- शाळा सोडल्याचे कारण - घर कामास शोधिली सार्वत्र
- शेरा - खांडारकोट नाही - मंगळीवरून दिला

दाखला देण्यात येतो की, वरील माहिती शाळेतील रजिस्टर नं. १ प्रमाणे आहे.

तारीख ११ मार्च ८ सन २०१०

वर्गशिक्षक

- टीप :- (१) शाळा सोडल्याचे वेळी देण्यात येणाऱ्या दाखल्यामध्ये करावयाची कोणतीही दुर्लक्षी तांबड्या शाई मुख्याध्यापकांनी संक्षिप्त सहीनिशी करावी.
- (२) शाळा सोडल्याचे दाखल्यामध्ये अनधिकृततऱ्या बदल करू नये. तसे करणे गंभीर स्वल्पाचा गुन्हा आहे.

मुख्याध्यापक
पिंपरी-चिंचवड न.न.पा. शाळा
क्र. ११० गुले, बोपखेल, पुणे-३१.

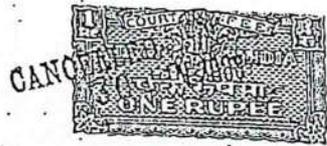
सोबत कागद पत्राची यादी खालीलप्रमाणे

अनुक्रमांक	कागद पत्राचे वर्णन
१.	कडईपत्र / लक्ष्मण विठोबा धुले.
२.	विदेश खाचार निगम लिमिटेड (१३३ ते १३६ ते १४१)
३.	बाबा गणू धुले यांचा स्नात बारा.
४.	वंशावळ
५.	गणू लक्ष्मण धुले यांचा मृताचा दाखला.
६.	बाबा गणू धुले यांचा मृताचा दाखला.
७.	बाबाचे मुले सदाद, दत्तात्रय, सदाशिव मास्ती यांचे मृताचे दाखले.
८.	शकुंतला बाबा धुले यांचा शाका सोडलेला दाखला.
९.	फेरफार क्रमांक ६६७ तारीख १६/३/४८. सर्वे नं १५६ (३/४)

TRUE COPY

ADVOCATE

W2 → [Signature]



IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

~~WENT PETITION~~ NO. 10th OF 2008
PIL

Mr. Santosh Babanrao Walke,

Age- Adult, Occ. Agriculturist,

R/o Dighi, Taluka: Haveli,

Dist: Pune

..Petitioner

Versus

1. Videsh Sanchar Nigam Limited,
Having office at Mahatma Gandhi Rd,
Mumbai, Through its Managing Director.
2. Union of India,
Through Ministry of
Communication and Defense.
3. The District Collector,
Pune, Dist: Pune.

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4. State of Maharashtra Respondents

TO
THE HONOURABLE THE CHIEF JUSTICE AND
THE OTHER HONOURABLE JUDGES OF THE
HIGH COURT OF JUDICATURE AT BOMBAY

HUMBLE PETITION OF THE PETITIONER
ABOVE NAMED

MOST RESPECTFULLY SHEWETH:

1. The Petitioner is the representative of the farmers in village Dighi, Bopkhel, Bhosari and Kalas situated in Haveli Taluka of Pune district. The farmers of the said villages have also constituted committee in order to persuade their demands in connection with the lands situated in the said four villages, which is the subject matter of the present petition. The petitioner raises the issue of land in the said villages more particularly described in Schedule A to this petition which are in possession of the present respondent No.1. The respondent No.1

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is the Government of India Enterprise and is controlled and regulated by the Ministry of Communication. The present respondent No.2 is the Union of India, and the respondent Nos.3 and 4, are the District Collector, Pune, State of Maharashtra. Hence the respondents are amenable to the writ jurisdiction of this Honourable Court.

2. Brief facts leading to the present petition are as under:

a) The Government Notification No.3722/24 was issued on 10.08.1925 and it was notified that the lands in the schedule of the said notification (which lands are the subject matter of the present petition) were needed for the public purpose namely for erection of deemed station of Indian Radio Telegraph Company Limited. The petitioner states that the urgency clause was applied and the Collector was directed to take the possession of the said land mentioned in the schedule. The lands in question were given from the following villages:

← Village Survey Nos 6

- 4.
- us
- i. Bhosari 238 to 281
 - ii. Bhotkhel 120 to 142
 - iii. Kālas 31 to 55
 - iv. Dighi 49 to 57

* total _____ area of the land was sought to be acquired for the purpose of the said India Radio Telegraph Company Limited. Hereto annexed and marked Exhibit A is the copy of the notification bearing No.3722/24 dated 10.8.1925.

b) The petitioner states that thereafter, it appears that the possession of the land were withdrawn and the villagers also readily handed over the possession. Thereafter, in the Revenue Record the necessary entry was made. So far as village Dighi is concerned, Pherphar No.204 was mutated. The said Pherphar No.204 mentions that the lands which are the subject matter of the said notification were vested in Indian Radio Telegraph Company on 21.07.1927, by virtue of the Government Notification No.3722/24 dated 20.8.1925. The said pherphar No.204 in respect of village Dighi is

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enclosed herewith as "Exhibit B." The similar mutation entries vide pherphar were made in the said remaining three villages as well, thereby reporting the name of the Indian Radio Telegraph Company in respect of the lands in the said villages. The said pherphars in the other three villages are enclosed herewith as "Exhibit C" colly. The petitioners submit that even though the said notification No.3722/24 was issued and in pursuance thereto the possession of the said lands were withdrawn from the villagers, no further compliance as regards making of award and amount of compensation was made. The aforesaid relevant mutation entries also does not refer to drawing of any award in respect of the said so called acquisition, nor the said revenue entries referred to title of the said company on the basis of any award. Similarly, in the relevant Revenue Records, even though there is mention of said Government Notification No.3722/24, there is nothing to indicate that in fact the payment of the said acquisition to the

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* villagers/original owners of the land was made by the acquiring authority.

b1) Thereafter in the year 1940 Ministry of Defence and the said company entered into an agreement and it was agreed that 94 acres of land (which was from village kalas) out of total land taken into possession in pursuance to the Government Notification No.3722/24 would be leased out to the Ministry of Defence. Accordingly at present also the said 94 acres of land is in possession of the Ministry of Defence.

c) The petitioner submits that after the said notification in the year 1925 and after the mutation of the aforesaid pherphars in the year 1927, the name of the President of India was mutated in the Revenue record after the independence of the country on 15.8.1947. In respect of village Dighi the pherphar No.538 was mutated on 31.10.1952 thereby recording the fact that the Indian Radio Telegraph Company has been acquired by the Government of India after independence, and

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therefore the name of the President of India was recorded vide said pherphar No.538 in respect of the lands in village Dighi. The said pherphar is enclosed herewith as "Exhibit D." The identical pherphars are made in other 3 villages thereby entering the name of the President of India in respect of the said lands in the place of Indian Telegraph Company Limited. The petitioner states that the lands in the said four villages were handed over to the respective original owners for the purpose of cultivation in the year 1948. The cultivation by the original owners was allowed subject to the payment of agricultural tax (shetsara) annually at the rate of Rs.3/- per acre. In the year 1970 the said rate was changed to Rs.6/- per acre and thereafter in the year 1988-89 the same was increased upto Rs.8.80. The necessary receipt of the payment of the said shetsara/ agricultural tax was issued to the respective owners of the land by the Overseas Communication service. Some of the said receipts are enclosed herewith at "Exhibit E." The petitioner submits that the old Indian

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Radio and Cable Company which was established in the year 1925 and whose name was deleted as stated earlier from the revenue record and replaced by the name of President of India was nationalized after independence and the said Indian Radio Cable Company had become Overseas Communication Service under Government of India, Ministry of Communication. Thereafter, on 1.4.1986 the said Overseas Communication Service was converted into Government owned public sector corporation, namely "Videsh Sanchar Nigam Limited", the present respondent No.1 herein, to whom all the assets and liabilities of the erstwhile company were transferred. Hereto annexed and marked "Exhibit F" is the copy of the said agreement transferring the Overseas Communication Service into Videsh Sanchar Nigam Limited.

- d) The petitioner states that thus it is from 1.4.1986 the present respondent No.1 Videsh Sanchar Nigam Limited came into picture in so far as the lands in question are concerned. The

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name of the said Videsh Sanchar Nigam Limited was recorded in the revenue record in respect of the said villages. In so far as village Dighi is concerned, the pherphar No.2651 was mutated on 08.03.1989 and it was recorded that in view of the letter of the Ministry of Communication, Sanchar Bhavan, New Delhi, dated 27.3.1986, and upon the application of Videsh Sanchar Nigam Limited, the name of President of India is being deleted and being replaced by the name of Videsh Sanchar Nigam Limited. The said pherphar No.2651 is enclosed herewith as "Exhibit G". Identical pherphars thereby reporting and entering in the name of Videsh Sanchar Nigam Limited in respect of the land in question in other three villages were also mutated and the same are enclosed herewith at "Exhibit K colly". It is pertinent to note that even after the said lands were vested with Videsh Sanchar Nigam Limited, the villagers/original owners of the land continued to cultivate the said land by making annual payment to the said company. The said Videsh Sanchar Nigam Limited has,

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+ also accepted such annual payment from the villagers/original owners. Hereto annexed and marked "Exhibit I" is the copy of the receipt issued by Videsh Sanchar Nigam Limited accepting the annual rent in respect of one of the survey numbers.

- e) The petitioners state that after the name of said Videsh Sanchar Nigam Limited was recorded in the Revenue Record and after the same was vested with the lands in question, surprisingly the Videsh Sanchar Nigam Limited started objecting to the cultivation of the land by the villagers/original owners as its tenants. The villagers were constrained to make several requisitions to the respondent No.1 thereby requesting to grant lease of the said lands in order to enable them to cultivate the land and earn their livelihood. The said applications addressed to the Videsh Sanchar Nigam Limited are enclosed herewith as "Exhibit J" +
colly.

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1) The petitioners state that the present respondent No.1 - Vidcesh Sanchar Nigam Limited is not at all using the large track of lands which have been acquired and the same have remained unutilized for the purpose for which the same was acquired. The petitioners state that even today also the said large track of land is unutilized and uncultivated. The petitioner further states that all the rights and liabilities of the erstwhile Indian Radio and Cable Communication Company Limited are vested in the present respondent No.1. The erstwhile Indian Radio and Cable Communication Company limited had executed one Sanad with the present respondent No.3 Collector on 26.7.1945 and it was agreed that the company shall not use the said land for any purpose other than for which they have been acquired. The said Sanad, dated 26.7.1945 is enclosed herewith as "Exhibit K." Thus the lands are not being used for the purpose for which they were acquired, neither for any positive and constructive purpose the lands are utilized. In view of this, the proposal and steps

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were initiated by the villagers of the said village for getting their lands back from the said respondent No.1 Videsh Sanchar Nigam Limited. It is pertinent to note that the respondent No.3 District Collector, Pune had addressed a letter dated 1.8.1992 to the present respondent No.1 and thereby called upon the explanation as to why the said land should not be given to the original owners. It was observed in the said letter of the respondent No.3 that the lands are not being used for the purpose they were acquired and also observed that the respondent No.1 Videsh Sanchar Nigam Limited does not need the said lands. The said letter dated 1.8.1992 is enclosed herewith and marked "Exhibit L." Similarly, a letter was addressed to the respondent No.1 by the respondent No.3 Collector on 13.11.1992, as the earlier letter dated 1.8.1992 was not answered. The said letter dated 13.11.1992 is enclosed herewith and marked as "Exhibit M." The present respondent No.1 thereafter on 30.11.1992 sent a letter to the respondent No.3 Collector

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without answering the explanation is sought. It was merely stated that the said letters dated 1.8.1992, 13.11.1992 are forwarded to the Head Collector. Hereto annexed and marked "Exhibit N" is the copy of the letter dated 30.11.1992 issued by the respondent No.1. The petitioner also respectfully brings to the notice of this Honourable Court the letter dated 14.1.1992 issued by the Tahsildar, Haveli addressed to the respondent No.3, District Collector, thereby refusing to hand over the said land in question to the villagers. The said letter dated 14.1.1991 is enclosed herewith and marked "Exhibit O." The petitioner states that the aforesaid letters to the District Collector seeking explanation from the respondent No.1 as to why the lands should not be handed over to the original owners was finally answered by the respondent No.1 by their letter dated 26.6.1996 and it was denied that the land should be given to the original owners. Annexed herewith as Exhibit.O is copy of letter dt.26.06.1996. Similarly, the State of Maharashtra through the department of

Revenue and Forest had also called for the necessary information as regards the feasibility of handing over the land to the original owners. The respondent No.3 Collector, by his letter sent in November 1997 to the Deputy Secretary, Revenue & Forest Department pointed out that the respondent No.1 Videsh Sanchar Nigam Limited is not ready to hand over the possession of the said land to the original owner. Hereto annexed and marked "Exhibit P" is the letter of November 1997.

The petitioner states that in view of the above it is crystal clear that the land which were proposed to acquire in the year 1925 by the Government Notification No.3722/24 are not being used for the purpose for which they were acquired. Even today the said lands have remained unutilized. Similarly, till 1990 the original owners/villagers were allowed to cultivate the land by making payment of annual rent to the said company and thereafter to the respondent No.1 Videsh Sanchar Nigam Limited. It is also clear that the respondent No.3 was satisfied that the respondent No.1 Videsh Sanchar Nigam Limited

does not need the lands in question. Similarly, one of the condition of the Sanad was also considered which prevented the said company from using the land for any other purpose. In spite of this, the present respondent No.1 Videsh Sanchar Nigam Limited issued an advertisement on 22.3.2007 making clear its intention of selling some of the land in open market. The said action of the respondent No.1 was totally unwarranted and without any basis. The said respondent Videsh Sanchar Nigam Limited has no right whatsoever to sell the said land in open market which was acquired from the villagers for a particular purpose. Therefore, the petitioners filed PIL No.139 of 2007 in this Honorable Court. However, the same came to be withdrawn in view of the pending representation of the petitioner before the Competent Authorities and also in view of the statement made by the counsel for V.S.N.L., present Respondent No.1 before the Hon'ble Court that they are not intending to sell the land. The said order dated

* 1/11/2007 passed in the PIL No.139 of 2007 is enclosed herewith and marked Exhibit Q.

- g) The petitioner states that they have been pursuing the said matter for getting their lands back for a considerable period. During the course of their enquiry and inspection in various Government offices including the office of the Respondent No.3, District Collector and its Acquisition Branch, the petitioner came to know about the fact that the said lands have been acquired in 1925 without being any valid award as required under provisions of land Acquisition Act and without there being any compensation paid to the owners of the said land. The petitioner ran from pillar to post to get the information about the passing of the award and payment of compensation. However, none of the authorities were able to provide the same and in fact it was made clear that no such award or compensation is made. Hereto annexed and marked Exhibit Q copy are the copies of the entire communication of the petitioner and reply thereto by the respondent.*

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authorities which clearly suggest that no such award and compensation is made in respect of acquisition of the lands in the aforesaid four villages in pursuance to the Government Notification dated 3722/24 dated 10.8.1925. It is most significant to note that even Respondent No.1 does not have the award in respect of the said so called acquisition. Respondent No.1 had addressed a letter dated 18.03.1983 to Respondent No.3 collector to ascertain under what land acquisition law, the lands in question are acquired. Hereto annexed and mark to Exhibit R is the copy of the letter dated 18.03.1983.

- h) The petitioner states that therefore it is clear that the lands which are in possession of the present respondent No.1 today are without any valid and cogent legal basis and in the absence of award and compensation in respect of the said so called acquisition. In any case the said lands were in possession and under cultivation by the villagers/ owners since 1948 till 1990. Furthermore the proposal and proceeding were

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also initiated by the respondent No.3 Collector as well as by Respondent No.4 for handing over the possession of the lands in question to the original owners. Similarly, the provisions of the Statute also dis-entitles the respondent No.1 for claiming possession of the said lands in as much as it was clearly agreed that the lands will not be used for any other purpose. The petitioner states that the bread and butter and livelihood of most of the villagers are depending upon the farming activity and therefore the attempt on the part of the respondent No.1 Videsh Sanchar Nigam Limited to sell out the land at market rate was nothing but dishonest act and the villagers of the said four villages are feeling cheated. In the aforesaid peculiar facts and circumstances, the petitioners are constrained to approach this Honourable Court for appropriate direction against the respondents as regards giving back the said lands to the original owners as the respondent No.1 has no authority in law to be in possession of the said land.

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3. The petitioner states that if the relief as prayed for is not granted grave irreparable loss and hardship will be caused to petitioners, no prejudice whatsoever will be caused to the respondents if the said relief is granted.
4. Petitioner submits that he has no other equally efficacious or alternate adequate legal remedy available.
5. The Petitioner will rely upon the documents annexed to this petition.
6. The Petitioner has paid the fixed Court fee of Rs. — to this petition.
7. The petitioner submits that he has not filed any other petition in respect of the subject matter of this Writ Petition to this Honorable Court or to the Honorable Supreme Court except PIL No. 139 of 2007.

Year	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025																																																																																															
Population	150,000	155,000	160,000	165,000	170,000	175,000	180,000	185,000	190,000	195,000	200,000	205,000	210,000	215,000	220,000	225,000	230,000	235,000	240,000	245,000	250,000	255,000	260,000	265,000	270,000	275,000	280,000	285,000	290,000	295,000	300,000	305,000	310,000	315,000	320,000	325,000	330,000	335,000	340,000	345,000	350,000	355,000	360,000	365,000	370,000	375,000	380,000	385,000	390,000	395,000	400,000	405,000	410,000	415,000	420,000	425,000	430,000	435,000	440,000	445,000	450,000	455,000	460,000	465,000	470,000	475,000	480,000	485,000	490,000	495,000	500,000	505,000	510,000	515,000	520,000	525,000	530,000	535,000	540,000	545,000	550,000	555,000	560,000	565,000	570,000	575,000	580,000	585,000	590,000	595,000	600,000	605,000	610,000	615,000	620,000	625,000	630,000	635,000	640,000	645,000	650,000	655,000	660,000	665,000	670,000	675,000	680,000	685,000	690,000	695,000	700,000	705,000	710,000	715,000	720,000	725,000	730,000	735,000	740,000	745,000	750,000	755,000	760,000	765,000	770,000	775,000	780,000	785,000	790,000	795,000	800,000	805,000	810,000	815,000	820,000	825,000	830,000	835,000	840,000	845,000	850,000	855,000	860,000	865,000	870,000	875,000	880,000	885,000	890,000	895,000	900,000	905,000	910,000	915,000	920,000	925,000	930,000	935,000	940,000	945,000	950,000	955,000	960,000	965,000	970,000	975,000	980,000	985,000	990,000	995,000	1,000,000



8. The Petitioner states that there is no delay in filing the present petition and the present petition is filed as expeditiously as possible in as much as the Petitioners have recently learnt that no award is passed under Land Acquisition Act. The Petitioner and other villagers are illiterate and poor agriculturist. The Petitioner had also approached various authorities and government offices before approaching this Hon'ble Court. If there is any delay the same may be condoned in the interest of justice. The Petitioner has also learnt that the Respondent No.1 is again intending to sale the lands in the open market and the news article to this effect is also published and it has therefore become necessary for the Petitioner to approach this Hon'ble Court. The facts and circumstances of the case requires interference at the hands of this Hon'ble Court and therefore the present petition is filed.

9. The Petitioner states that they have not received any caveat from any of the respondent.

10. The Petitioners, therefore, pray that :

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- a) By suitable Writ, Order or direction it may be declared that there is no acquisition of the lands of the petitioners and other villagers from village Bhosari, Bhotkhel, Kalas, Dighi as described in notification dated 10/8/1925 at Exhibit A, situated in Pune district and therefore present respondent No.1 Videsh Sanchar Nigam Limited has no right, title and interest in the said land described in "Exh. A" to this petition.
- b) By a suitable Writ, Order and direction the present respondent No.3 and 4 be directed to take suitable steps to withdraw the possession of the said lands from the respondent No.1 and thereafter the land in question be handed over to the original owners of the same.
- c) By a suitable Writ, Order and direction the present respondent No.1 be restrained from selling the said land in open market. †

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- d) Pending the hearing and final disposal the respondent No.1 be restrained from selling the said land in open market.
- e) Interim reliefs in terms of prayer clauses (a) to (d).
- f) Cost be provided for.
- g) Any other relief as deemed fit and proper by this Honorable Court be granted.

Mumbai,

Dated

~~Advocate for the Petitioner.~~

~~Signature~~

Petitioner

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VERIFICATION

I, Santosh Walke, an adult, Indian Inhabitant, the petitioner above named do hereby state on solemn affirmation that what is stated herein above is true and correct to the best of my knowledge and belief, and I believe the same to be true and correct.

Solemnly affirmed at Mumbai,

S. Walke

This day of April, 2008. DEPONENT

'Identified by Me'

Advocate.

'Before Me'

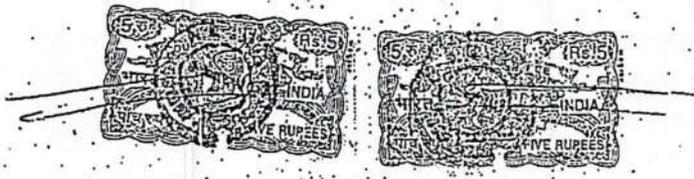
*Identified by
Mandh.*

Solemnly affirmed before me,
Santosh Walke
is identified before me
by *Heena Pardeni*
whom I personally know.
This *11th* day of *April 2008*
High Court, Appellate Side Bench.

S. 210
High Court.

TRUE COPY
ADVOCATE

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
PUBLIC INTEREST LITIGATION NO. 109 OF 2008

DIST: PUNE

Santosh Babanrao Walke

----- Petitioner

Versus

The State of Maharashtra and Others ----- Respondents

AFFIDAVIT-IN-REPLY ON BEHALF OF THE RESPONDENT NO. 3 AND 4

I, Dr. Jayashree L. Katarc, Age 38 years, Sub Divisional Officer, Pune
Sub Division, Pune, do hereby state on solemn affirmation as under: -

I say that I have read a copy of the Writ Petition along with its Exhibits.
I have perused relevant record maintained by my office with reference to the

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subject matter of the present Writ Petition, and on the basis of the said record, I am filing this Affidavit-In-Reply to the above Writ Petition for the purpose of opposing the Public Interest Litigation. I say that the contentions, which are not specifically denied by me in this Affidavit-In-Reply, should not be construed as an admission on my part. I crave leave of this Hon'ble Court to file Additional Affidavit, if so required.

1. At the outset, I say and submit that the Petitioner has filed the present P.I.L. declaration that there is no acquisition of land of the Petitioner from Village Bhosari, Bopkhel, Kalas and Dighi as described in the notification dated 10th August, 1925, and therefore the Petitioner the Respondent No. 1 Videsh Sanchar Nigam Ltd., has no right title, interest in the said land. There is also alternate prayer that the Respondent No. 3 and 4 are directed to take suitable steps to withdraw the possession of the said land and the land in question be handed over to the original owners.
2. I further state that to support the contentions of the Respondent, State, I respectfully state that this office does not have any original record of the said transaction of acquiring the land from 1925 and therefore I can not be state that weatner award has been passed in the year 1925. It can not be state that the authenticate award has been passed in the year 1925. I therefore submit that I have a copy of the Sanad dated 26th July, 1945, where in at 1st Para, it is stated that agreement has been executed on 24th February, 1925 between the secretary of state for India in Council and Indian Radio and Cable Communication Company Ltd., a Company Incorporated under the Indian Companies Act 1913. This Sanad also states the terms and conditions of the said agreement (Some Part of the said Sanad is not at all legible and therefore could not be typed.) I sincerely express my apology for the same. Here to annexed and marked as Exhibit "A" is the copy of the Sanad dated 26th July, 1945.

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M. S. J.
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Pleader 2
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3. I further state that total land which is acquired as per the averments made by the Petitioner is 774 Acres.

4. I further state that the record, which is available with our office for the Taluka Haveli regarding approximate area of the land required from S. Numbers and Plot Numbers etc. I rely upon the Gazette dated 20th August, 1925 wherein the land acquired was 774 Acres. Hereto annexed and marked as Exhibit "B" is the copy of the said Gazette dated 20th August, 1925.

some lands

I further submit that 94 Acres land out of 774 land was given to Defence Department in the year, 2000. It is specifically stated in the order dated 29-1-2000 that 94 Acres land, which was already allotted to the Videsh Sanchar Nigam Limited Has been allotted to the Defence Department as per their request. The said order dated 29-1-2000 is annexed and marked as Exhibit "C"

6. It is further submitted that there is a G. R. dated 12th March 2004 as per the decision of the Hon'ble Supreme Court in Civil Appeal No. 3628 of 1997 (Special Leave Petition No. 2604/1992) Kerala State V/s M. Bhaskaran Pillai and Others, it is stated that the land, which is acquired for the public purpose and if that land is become additional then the said additional land can be used for further public purpose. It is also stated that if that additional land is not required for public purpose then the said land can be auctioned and the money which is available out of that can be used for the public purpose only and also it is stated that the said land even though it is additional land shall not be returned to the owner. Hereto annexed and marked as Exhibit "D" is the copy of the said G. R. dated 12-3-2004 and Hereto annexed and marked as Exhibit "E" is the copy of the said decision of the Hon'ble Supreme Court in Civil Appeal No. 3628 of 1997 (Special Leave Petition No. 2604/1992) Kerala State V/s M. Bhaskaran Pillai and Others.

Pls refer to 5.

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7. Apart from this, following points as raised by the petitioner are metted out by me in the following manner.

(a) Whether the Respondent No. 1, VSNL is entitled to hold the subject lands when there is neither any award passed under the provisions of law relating to the Land Acquisition nor any compensation paid to the owners.

Reply :

(i) Entitlement of the Respondent No. 1, VSNL to hold subject lands on the basis of negative submissions of want of award and non payment of compensation can only be permitted if presumption is rebutted and not otherwise.

(ii) Passage of time and the rigorous of the natural elements and practical difficulties can not be permitted to be taken advantage by the petitioner who is nothing but an interloper and busybody.

(b) Whether the subject lands are required to be handed over to the original owners as Respondent No. 1, VSNL is not at all using the said lands much less for the purpose for which they have been acquired.

Reply :

(i) Contention is not at all usage of the said land by VSNL for the purpose for which they are acquired does not per se disentitle the grantee of Union Government to hold the subject lands.

(ii) Whether VSNL needs the land or not can only be decided after hearing VSNL on that count and not otherwise.

(iii) Revenue authorities are firstly not competent to the aforesaid question.

(iv) Assuming that the Revenue Authorities are competent to decide the same in this case occasion never

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Govt. Pleader
II, Pune-5.

arose for the Revenue authorities to initiate any sort of inquiry or proceedings for either recording or finding out whether VSNL need the subject land or not?

- (v) Therefore the reliance placed by the petitioner on the so called recording by Government authorities for espousing the so called public cause is misplaced.
- (vi) Even otherwise mere recording of any such thing does not give rise to any kind of right legal / constitutional to any person including this petitioner.
- (c) When the original owners were cultivating the subject lands and when the Government authorities have recorded that Respondent No. 1 does not need the subject land, whether it is necessary to withdraw the possession of the subject land from the Respondent No. 1

Reply :

- (i) At present there is no cultivation being carried out over the subject land.
- (ii) Mere recording by Government authorities as stated above is not of any help to the petitioner.
- (iii) The initial land survey and record of rights from inception has shown that the entire land is POT KHARAB i. e. Uncultivable land and the said description / classification still continues.
- (iv) Tahasildar, Haveli has in the year, 2004 after carrying out site inspections and panchnama has imposed non agricultural assessment and has also imposed penalties and recovered the same from VSNL through coercive means.
- (v) It is a matter of record that the entire land is fenced.

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(vi) It is recorded that during some period between 1950 to 1970 the factum of cultivation is recorded in the cultivation column of the 7/12 extract. But the said cultivation is not in the capacity of the yearly (ek-sali) leasee of the State.

In view of the aforesaid facts and circumstances, I therefore submit that the present P.I.L., which is filed may be Dismissed with costs.

VERIFICATION

I, Dr. Jayashree L. Katare, Age 38 years, Sub Divisional Officer, Pune Sub Division, Pune, do hereby state on solemn affirmation that whatever stated in Para 1 to 7, hereinabove is based upon the information derived from the official record which I believe to be true and correct.

Solemnly affirmed at Pune,)

This 6th day of March, 2009

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(Dr. Jayashree L. Katare),
Sub Divisional Officer, Pune
Sub Division, Pune
DEPONENT

I identify the Deponent,

Before me

Clerk to:

Drafted and settled by:-
R. P. Behere,
Additional Government Pleader,
High Court, (Writ Cell), A. S.,
Mumbai.

nt
l. Pleader
no-8

AFFIDAVIT
Solemnly affirmed before me by
Shri. Dr. Jayashree L. Katare -
who is identified to me by
Shri. S.S. More, A.P. Pune
Advocate whom I personally know

Place: Pune Ass'tt. Supd.
Date: District Court, Pune

7-4-09

Copy -

To

SANAD

The Indian Radio and Cable Communication Co. Limited.

Whereas in consideration of an agreement having been executed on the 24th day of February one thousand nine hundred and twenty five (between the Secretary of state for India in council (hereinafter called 'the Secretary of State') of the one part and) by the Indian Radio and Cable Communication Company Limited, a Company incorporated under the Indian Companies Act, 1913 (VIII of 1913) and having its registered office at Bombay, (hereinafter called 'the company' which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) and in consideration, of the company having undertaken to use the pieces or parcels of land more particularly described in the schedule here to annex hereinafter referred to as the said lands (for the following purposes namely) for the erection of a Company's beam Stations, (of the Indian Radio and Cable Communication Co. Ltd.) the said lands have been acquired under the provisions of the Land Acquisition Act, 1894 (herein after said Act.)

And whereas the company has paid to the Government of Bombay (here in after referred to as 'the Government') the cost of the acquisition of the said lands And the possession thereof has been delivered and transferred to the Company lands.

And where as the said lands are vested in the company subject that the provisions of the Bombay Land Revenue Code 1879 (hereinafter called the said Code) and the rules framed there under from time to time.

Now, therefore, it is hereby declared that the said lands are vested in the Company and are held by it as its property to be used for the erection of company's Beam Stations (of the Indian Radio and Cable Communication Company Limited) subject never-the-less to the payment of agricultural, non-agricultural or any other assessment (unless exempted by proper authority) to which the said lands may be liable under the provisions of the said code and the rules thereunder and the Local Fund cess on the following terms and conditions -

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(A) The company shall

- 1) not use the said lands for any purposes other than that for which they are acquired.
- 2) At all times keep and maintain the said lands and building or buildings or works erected thereon in good order and condition to the satisfaction of the Collector of poona,
- 3) Maintain all records of the company and supply to Government punctually such returns of statistics and other information as may from time to time be required of the Government.

(b) The Company shall from time to time, and at all times hereafter permit the Government or any officer or officers authorised by the Government, in that behalf, to inspect the said lands and any works of the Company upon the said lands, whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statement of the moneys expended by the company in Construction of the said works of the company upon the said lands.

(c) In case the said lands are not used for the purposes for which they are acquired as here in before recited or are used for any purpose other than those specified, or in case the company commits a breach of any of the conditions hereof, the said lands together with the buildings and works, if any erected there on shall be liable to resumption by the Government subject however, to the condition that the amount paid by the Company for acquisition of the said lands or their value as undeveloped lands at the time of resumption whichever is less but excluding the cost or value of any improvements made by the Company to the said lands or of any structure or works standing on the said lands shall be paid as compensation to the company provided that the said lands and buildings, any works if any erected thereon shall not be so resumed unless due notice of the breach complained of has been given to company and the company has failed to make good the breach or to comply with the directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

(d) If at any time or times the said lands or any part thereof are or is required by Government for the purposes or making any new public road or for any purpose connected with the public health, safety, or necessity (as to which matter the company shall accept as final the decision of the Government) The company on being there unto required

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overmpleter

by Government in writing shall hereinafter to the Government the said lands or any part thereof as Government shall specify to be necessary for any of the offered ----- of such transfer to the Government ----- the company a sum equal to this amount of compensation ----- under section 23 (2) of the said Act. together with such amount ----- shall be estimated by the executed Engineer, Poona division (----- decision in the matter shall be final) as to the costs of ----- of the lands so transferred which shall include the ----- date of transfer of any structures standing there and ----- part of a building is on the land so transferred. ----- the adjoining land, reasonable compensation for the ----- affection of the part of the building on the adjoining land.

SCHEDULE

(Not typed)

This sanad is executed on behalf of the Governor of Bombay by the Collector of Poona this 26 th day of July 1945.

Sd/- J.M. Corin
Collector of Poona.

Superintendent
Dist. Govt. Pleader &
Collector, Poona-6

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COR

S.M.A.R.

To

The Indian Radio and Cable Communication Co. Limited.

Whereas in consideration of an agreement having been executed on the 24th day of February one thousand nine hundred and twenty five (between the Secretary of State for India in Council (hereinafter called 'the Secretary of State') of the one part and) by The Indian Radio and Cable Communication Company Limited, a Company incorporated under the Indian Companies Act 1913 (VII of 1913) and having its registered office at Bombay (hereinafter called 'the Company' which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) and in consideration of the Company having undertaken to use the pieces of land more particularly described in the schedule hereto approved (hereinafter referred to as 'the said lands') for the following purposes (namely) for the erection of the Company's Beam Stations, (of the Indian Radio and Cable Communications Co. Ltd) the said lands have been acquired under the provisions of the Land Acquisition Act, 1894 (hereinafter

And the Company has paid to the Government of Bombay (hereinafter referred to as 'the Government') the cost of the acquisition of the said lands and the possession thereof has been delivered to the Company.

And the said lands are vested in the Company subject to the provisions of the Bombay Land Revenue Code 1879 (hereinafter called 'the said Code') and the rules framed thereunder from time to time.

Now, therefore, it is hereby declared that the said lands are vested in the Company and are held by it as its property to be used for the erection of the Company's Beam Stations (of the Indian Radio and Cable Communications Co. Ltd) subject nevertheless to the payment by it of agricultural, non-agricultural or any other assessment (unless exempted by proper authority) to which the said lands may be liable under the provisions of the said Code and the rules thereunder and the said Land Revenue Code and the rules thereunder and the provisions of the said Code, on the following terms and conditions:-

(1) The Company shall

(1) not use the said lands for any purposes other than that for which they are acquired.

(2) at all times keep and maintain the said lands and building or buildings or works erected thereon in good order and condition to the satisfaction of the Collector of Poona.

(3) maintain all records of the Company and apply to Government punctually such returns of statistical and other information as may from time to time be required by the Government.

(4) The Company shall from time to time, and at all times hereafter permit the Government or any officer or officers authorized by the Government in that behalf, to inspect the said lands and any works of the Company upon the said lands whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the moneys expended by the Company in the construction of the said works of the Company upon the said lands.

(5) In case the said lands are not used for the purposes for which they are acquired as hereinbefore recited, or are used for any purposes other than those specified, or in case the Company commits a breach of any of the conditions hereof, the said lands together with the buildings and works thereon

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erected thereon shall be liable to resumption by the Government subject however, to the condition that the amount paid by the Company for acquisition of the said lands or their value as undeveloped lands at the time of resumption whichever is less, (but excluding the cost or value of any improvements made by the Company to the said lands or of any structure or works standing on the said lands) shall be paid as compensation to the Company. Provided that the said lands and buildings, any works if any, erected thereon shall not be so resumed unless due notice of the breach complained of has been given to the Company and the Company has failed to make good the breach or to comply with the directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

(D) If at any time or times the said lands or any part thereof are or is acquired by Government for the purposes of making any new public road or for any purpose connected with public health, safety, utility or necessity (as to which matter the Government shall accept as final the decision of the Government) the Company shall accept as final the decision of the Government in writing on being thereunto required by Government in writing. The Government shall specify in writing the said lands or any part thereof as to which it shall be necessary for any of the purposes mentioned in clause (D) of this Act to be transferred to the Company a sum equal to the amount of the compensation payable under Section 23(2) of the said Act together with such amount as shall be estimated by the Executive Engineer, Poona Division in the matter shall be final) as to the value of the lands so transferred which shall include the value of any structures standing on the land so transferred at the date of transfer of any structures standing on the adjoining land, reasonable compensation for the loss of any part of the building on the adjoining land.

SCHEDULE

(Not traced)

This schedule is executed on behalf of the Government of Bombay by the Collector of Poona this 26th day of July 1945.

Sd: J.H. Corin.
Collector of Poona.

Member
Govt. Planning
Dept., Poona.

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PART I] THE BOMBAY GOVERNMENT GAZETTE, AUG. 20, 1925

It is hereby notified that the lands specified in the schedule hereunder are required for the public purpose stated in the said Notification, viz. for the erection of Deam Stations of the Indian Radio Telegraph Company, Limited.

Schedule

District Ahmednagar, Taluka Prantij, village Jenpur.

Survey No.	Approximate area of the land required. Gonaths. Sq. yds.
114	1 46
115	2 91

No. 3722/24.—Whereas by Government Notification in the Revenue Department No. 3722/24 dated 10th August 1925, it was notified that the lands specified in the schedule hereto were needed for the public purpose stated in the said Notification, viz. for the erection of Deam Stations of the Indian Radio Telegraph Company, Limited.

And whereas the Governor in Council is satisfied that the said lands are needed to be acquired by Government at the expense of the Indian Radio Telegraph Company, Limited, for the public purpose specified above.

And whereas the acquisition of the said lands is urgently necessary, the Governor in Council is hereby pleased to direct that the Collector shall, on the expiration of fifteen days from the publication of this notice mentioned in sub-section (1) of section 6 of the said Act take possession of all the public or arable lands specified in the said schedule.

It is hereby finally declared under the provisions of section 6 of the said Act that the said lands are required for the public purpose stated above. The Assistant or Deputy Collectors in charge respectively of the Haveli and Bhimnadi Talukas are hereby directed to take notice for the acquisition of the said land.

A plan of the said lands may be inspected at the office of the Collector of Poona.

SCHEDULE

District Poona, taluqs Haveli.

Village.	Survey No.	Pat No.	Approximate area of the land required.	Village.	Survey No.	Pat No.	Approximate area of the land required.
Dhood	238		A. 23 39	Doodhad-comid.	173		A. 3 2
	239		28 33		176		8 28
	240		14 15		187		12 3
	241		12 6		198		12 4
	251		7 55		199		12 39
	252		3 16		200		4 9
	253		3 37		231		19 29
	254		3 34		232		2 30
	255		1 22		273		10 5
	256		18 18		334		3 23
	257		17 24		335		7 7
	258		18 8		336		13 24
	259		19 58		337		8 57
	260		14 24		338		12 19
	261		19 52		339		12 4
	262		17 7		340		22 22
	263		15 6		341		3 4
	264		21 6		342-A		1 31
	265		16 9				
	266		27 18		Kahu	31 (part)		7 43
267		25 5		32 (part)		2 21	
268		21 20		34		6 24	
269		18 24		35		9 28	
270		0 31		36		5 12	
271		3 3		37		2 21	
272		1 21		38 (part)		23 34	
273		8 15		39 (part)		25 11	
274		4 27		40 (part)		15 21	
275		4 54		41 (part)		4 16	
276		5 25		42		3 19	
277		4 25		43		3 25	
278		3 3		44		3 25	
279		2 10		45		5 26	
280		1 12		46		5 39	
281		3 33		47		1 33	
282		5 52		48		23 21	
283		3 11		49		17 27	
284		8 12		50		8 27	
285		6 39		51		6 3	
286		12 14		52		1 1	

Assistant
Govt. Pleader
Poona

Village	Survey No.	Port No.	Approximate area of the land required	Village	Survey No.	Port No.	Approximate area of the land required
Dabh	43	1 and 2	13 5	Dabh-wad	55	1 to 6	10 25
	47	—	5 15		59	1 to 6	21 16
	51	—	5 15		60	—	14 36
	52	1 to 2	6 15		61	1 to 1	21 33
	53	1 and 2	33 5		62	1 and 2	22 11
	54	—	27 1		63	—	20 12
	55	—	22 8		64	1 to 5	33 19
	57	1 and 2	27 27		67	—	33 33
		31 33					
District Poona, peth Dhond, taluka Bhatnadi.							
Nauvij	17 (peth)	—	6 33	Nauvij-wad	37	—	27 20
	18	—	21 19		38	—	27 21
	19	—	20 5		39	—	24 18
	20	—	16 13		40	—	26 23
	21	—	15 22		41	—	13 25
	24	—	18 10		42	—	17 2
	25	—	25 22		43	—	21 11
	30	—	23 1		46	—	16 4

No. 3775/24.—Whereas by Government Notification in the Revenue Department No. 3775/24 dated 7th August 1925, it was notified that the lands specified in the schedule hereto were needed for the public purpose stated in the said notification, viz., for the assisted siding of the Lokamanya Mills, Limited, Barsi.

And Whereas the Governor in Council is satisfied that the said lands are needed to be acquired by Government at the expense of the Barst Light Railway Company, Limited, for the public purpose specified above.

And whereas the acquisition of the said lands is urgently necessary, the Governor in Council is hereby pleased to direct that the Collector shall, on the expiration of fifteen days from the date of publication of the notice mentioned in sub-section (1) of section 9 of the said Act take possession of all the waste or arable lands specified in the said schedule.

It is hereby finally declared under the provisions of section 6 of the said Act that the said lands are required for the public purpose stated above. The Assistant or Deputy Collector in charge of the Barsi Taluka is hereby directed to take order for the acquisition of the said lands.

A plan of the said lands can be inspected at the office of the Assistant or Deputy Collector in charge of the Barsi Taluka.

Schedule.

District Solapur, taluka Barsi, town of Barsi.

Survey No.	Approximate area of the land required.
	Guntas.
51/1	6
51/2	9
3	3
4	3
5	1

No. 4528/24.—Whereas it appears to the Governor in Council that the land specified in the schedule hereto is likely to be needed to be taken by Government at the expense of the District Local Board, Kolaba, for a public purpose, viz., for the first section of the Talekhar-Chanore road.

It is hereby notified under the provisions of section 4 of Act I of 1894, as amended by Act XXXVIII of 1923, that the said land is likely to be needed for the public purpose specified above.

All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyors or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any improvements made therein without the sanction of the Collector after the date of this notification will, under section 24 (seventieth) of the said Act, be disregarded by the Collector assessing compensation for such parts of the said land as may be finally acquired.

If the local Government is satisfied that the said land is needed for the said public purpose, a further and final notification under section 6 of the said Act will be published in the Bombay Government Gazette in due course. If the acquisition is in part or wholly abandoned, the party or parties interested will be so informed.

[Handwritten signature]

महसूल व वन विभागाकडील जापन क्र जमिन- ३४९४/२३१०/प्र क्र गु ११९७/न.११

न शाखेकडील क्र. पुणे/आर/११८२/९६ दि.१२/४/९६.

जिल्हाधिकारी कार्यालय पुणे
महसूल शाखा
क्र पमफ/१/१९०२-१६२८००
पुणे: १ दि.२९/१२/२०००

विषय : जमिन - पुणे

मौजे कळस (दीधी) ता. हवेली जि. पुणे येथील विदेश संचार
निगम याचे नावे असलेली जमिन संरक्षण विभागाला मंजूर
करण्याबाबत.

आ.दे.श.

पुणे पॅकेज डिल अंतर्गत संरक्षण विभागाला द्यावयाच्या जमिनीचे संदर्भात मौजे गुंडवा व
भोसरी येथील संरक्षण विभागाच्या ताब्यातील (४१९ एकर १२ गुठे) जमिन औद्योगिक वसाहतीसाठी वर्ग
केली आहे. या बद्दल्यात शासनस त्वेवढीच जमिन संरक्षण विभागाला देणे अपेक्षित आहे. यास्तव
शासन, महसूल व वन विभागाकडील जापन क्र. जमिन-३४९४/२३१०/प्र. क्र. पु. ११९७/न-५ दि. ११.३.९८
अन्वये मौजे कळस (मौजे दीधी) ता. हवेली, जिल्हा पुणे येथील फेरफार २६४३ दि. ८.३.८९ अन्वये विदेश
संचार निगमच्या नावे दाखल करण्यात आलेली व त्यांच्या नावे असलेली ग.नं. ३४ ते ३९ व ४४ ते ५५
क्षेत्र ३८ हे. ३३ आर (१४ एकर २८ गुठे ४ आणे) जमिन केंद्र शासनाच्या संरक्षण विभागाम
म.ज.म.अ.१९६६ मधील कलम ४० अन्वये कब्जेहक्काने नेहमिच्या अटी व शर्तीस अधिन राहून विशिष्ट
शर्ती व अटीवर समायोजित करण्यास शासनाने मंजुरी दिली आहे. सबब मी विजयकुमार गौतम
जिल्हाधिकारी पुणे म.ज.म.अ.१९६६ (सरकारी जमिनीचे निर्गतीकरण) नियम १९७१ मधील तरतुदीनुसार
प्राप्त झालेल्या शक्तीचा वापर करून मौजे कळस (दीधी) ता. हवेली येथील ग.नं. ३४ ते ३९ व ४४ ते ५५
पैकी क्षेत्र ३८ हेक्टर ३३ आर (१४ एकर २८ गुठे ४ आणे) जमिन समायोजित करणेचे खालील अटी व
शर्तीवर करणेचे आदेश देत आहे.

पुणे पॅकेज डिल अंतर्गत संरक्षण विभागाने मौजे गुंडवा व भोसरी येथील संरक्षण विभागाच्या
ताब्यातील (४१९ एकर १२ गुठे) जमिन औद्योगिक वसाहतीसाठी वर्ग केली आहे. त्याबद्दल्यात राज्य



तवदांच जमिन संरक्षण विभागाला द्यावयाची आहे. संरक्षण विभागाच्या द्यावयाच्या प्रस्तुतची ३८ हे.३३ ओर (३४ ए.२८ गुंठे ४ आणे) जमिन समायोजित करण्यांत यावी. जमिन संरक्षण विभागास समायोजित करावयाची असलेने या जमिनीची किंमत आकारण्यात

- ३) प्रस्तुत समायोजित झालेल्या जमिनीशी म.ज.म.अ. १९६६ चे कलम ४० मधील तरतुदी प्रतिग्रहित्यावर बंधनकारक राहतील.
- ४) प्रतिग्रहिता शासनाचे पूर्व परवानगीशिवाय सधर जमिन अथवा जमिनीचा काही भाग हस्तांतरण करणार नाही.
- ५) प्रतिग्रहिता मंजूर केलेल्या क्षेत्रात कोणत्याही पक्या स्वतःपाचे बांधकाम इकडील पूर्व परवानगीशिवाय करणार नाही.
- ६) जमिनीतील सर्व खाणी, खनिज उत्पादने आणि दगड खाणी, खनिज यावर शासनाचा हक्क शासन राखून ठेवीत आहे. तसेच म.ज.म.अ. १९६६ मध्ये तरतूद केल्याप्रमाणे दगडखाणीचे कामकाज करण्यासाठी सर्व बाजूची सोईसह तेथ पूर्णतः पोचल्याचे संपूर्ण स्वातंत्र्य शासनाकडे राहिल.
- ७) भविष्य काळात प्रस्तुत जमिन किंवा तिचा कोणताही भाग सार्वजनिक प्रयोजनासाठी आवश्यक असल्यास आणि जमिनीवर किंवा तिच्या भागावर एखादी इमारत किंवा बांधकाम केले असल्यास त्या बांधकामाची खर्चाइतकी भरपाई दिल्यातून शासन ती जमिन अथवा तिचा कोणताही भाग सार्वजनिक प्रयोजनासाठी आवश्यक आहे प्रयोजनासाठी घेवू शकेल. जमिन किंवा तिचा कोणताही भाग सार्वजनिक प्रयोजनासाठी आवश्यक आहे किंवा कसे याबाबतचा शासनाचा निर्णय अंतिम म्हणून मान्य करावा लागेल.
- ८) प्रतिग्रहिता प्रस्तुत जमिन भोगवटाद्वारे वर्ग २ म्हणून नवीन अविभाज्य शर्तीवर धारण करील.
- ९) प्रतिग्रहिता आदेशाचे तारखेपासून ३ महिन्यांचे आत म.ज.म.अ. (शासकीय जमिनचे वितरण) नियम १९७१ मधील तरतुदीनुसार विहित नमुन्यांत सनद करून घेईल.
- १०) प्रतिग्रहोत्पाने उपरोक्त शर्तीपैकी एक अथवा अनेक शर्तीचा भंग केल्यास देणेत आलेली जमिन काढून घेणेत येईल. व त्यासाठी अथवा त्यांवरील इमारतीसाठी कोणतीही नुकसान भरपाई दिली जाणार नाही.

Superintendent,
to Dist. Govt. Plots,
Collector, Pune-8.

संरक्षण मालमत्ता अधिकारी, पुणे सकल, राजेंद्र सिंहजी रोड, पुणे-२
प्रत- व्यवस्थापक, विदेश संघार निगम, दि.पु. पुणे-१५ यांना माहिती व योग्य त्या कार्यवाहीसाठी.
प्रत- तहसिलदार हवेली कडेस -

40

२/- प्रस्तुत विदेश संसार निगम धातुकडील ताव्यात असलेल्या ग.न.३४ ते३९ व ४० मधील ३८ ह.३३ आरंक्षेत्राची त्वरीत काढून घेवून त्याची मोजणी करून सदरचे क्षेत्र मालमत्तः व्यवस्थापक संदर्भ कमांड यांना हस्तांतरित करावे व तांबे पावतीसह पुतता अहवाल सादर.

- प्रत - मा.आयुक्त,पुणे विभाग, पुणे यांना माहितीसाठी सादर.
- प्रत - मा.सचिव,महसूल व खन विभाग,ज-५,मंत्रालय, मुंबई-३२ यांना माहितीसाठी सविनय सादर.
- प्रत - उप विभागीय अधिकारी,पुणे यांना माहिती व योग्य त्या कार्यवाहीसाठी.
- प्रत - उप जिल्हाधिकारी,भू-संपादन(सामन्वय) पुणे १ यांना माहितीसाठी.

२/३/२०१४
०/२३/१४
जिल्हाधिकारी,पुणेकरिता

१२/३/२०१४
१२/३/२०१४
१२/३/२०१४

82

३. मा. सर्वोच्च न्यायालयाच्या उपरोक्त आदेशानुसार अनुसूचक, भूसंपादन अधिनियम १८९४ अंतर्गत तरतुदीनुसार करण्यात आलेल्या विनावापर वा शिल्लक रकमेच्या जमिनीच्या विलोपादीनाबाबत शासनपत्र क्र. एलवयपन १८/२००२/प्र.क्र.५२/अ-२ दिनांक २२.८.२००२ अन्वये सर्व जिल्हाधिकारी यांना कळविण्यात आलेले आहे.

४. मा. सर्वोच्च न्यायालयाच्या उपरोक्त निर्णयाच्या अनुषंगाने या संदर्भात शासनपत्रे असे आदेश आलेत की, सर्वोच्च न्यायालयाच्या दि. ०५/११/०७ च्या आदेशानुसार अशा संपादन प्रयोजनासाठी वापरून अतिरिक्त झालेल्या किंवा विनावापर असलेल्या जमिनीची अल्प सार्वजनिक प्रयोजनासाठी आवश्यकता नसले तर संबंधित जिल्हाधिकारी यांनी अशा विनशेतीच्या किंवा विनशेतीची क्षमता प्राप्त झालेल्या जमिनीची केवळ अधिक लिस्तीवाच्यार दिक्ती करण्यात यावी. तसेच या लिस्तीवात मूळ मूद्यारक सुध्दा ध्याय घेऊ शकतील. या विनशेतीतील निधी सविधानातील भारगंडांक तत्वात अभिप्रेत असलेल्या अतिरिक्त निधी सार्वजनिक उद्दिष्टासाठी वापरण्यात यावे. हे आदेश शासन या संदर्भात पुढील आदेशी देण्यात आले आहेत.

५. सदरचे आदेशी विधीचे न्याय विभागाच्या संमतीने त्याचा अनौपचारिक संदर्भ क्रमांक २००२/५८५/सिव्हील/का-प्लेड-राल/ए, दिनांक ८ मार्च, २००४ अन्वये निर्गमित करण्यात येत आहेत.

महाराष्ट्रीय राज्यपालांच्या आदेशानुसार कृ. न्या. १८९४

(स. का. गुले)

अवर सचिव,
महाराजवाहन विभाग

प्रति,

- १) सर्व अप्पर मुख्य सचिव, प्रधान सचिव, सचिव, सहायक सचिव,
- २) सर्व विभागीय अधिकारी,
- ३) सर्व जिल्हाधिकारी,
- ४) जनाबरी असुक्त व सहायक, मुली, अभिलेख, महासचिव राज्य, पुणे,
- ५) सर्व उप सचिव, अवर सचिव, कार्यवाही अधिकारी, महाराजवाहन विभाग, इलाहाबाद,
- ६) मा. मुख्यमंत्र्यांचे सचिव,
- ७) मा. मंत्री (महसूल) यांचे खाजगी सचिव,
- ८) मा. राज्यमंत्री (महसूल) यांचे खाजगी सचिव,
- ९) मा. सर्व मंत्री यांचे मा. सर्व राज्यमंत्री यांचे खाजगी सचिव,
- १०) महालेखापाल - महाराष्ट्र राज्य (लेखा व अनुसंधान), (लिखा परिसर),
- ११) महालेखापाल - महाराष्ट्र राज्य (महसूल व अनुसंधान), (लिखा परिसर),
- १२) सर्व जिल्हा लेखा अधिकारी,
- १३) सर्व निरोप भूसाधारण, इलाहाबाद,
- १४) सर्व महासचिव, महसूल,
- १५) निरुद्ध नसलेले अ-२, कार्यालय, महसूल व पंत विभाग,

Assistant Super
Office of the D.
Public Press

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११५
११६
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११९

PETITIONER:
STATE OF KERALA & ORS.

Vs.

RESPONDENT:
M. BHASKARAN PILLAI & ANR.

DATE OF JUDGMENT: 05/05/1997

BENCH:
K. RAMASWAMY, D.P. WADHWA

ACT:

HEADNOTE:

JUDGMENT:
ORDER

Leave granted.

This appeal by special leave arises from the judgment of the Division Bench of the Kerala High Court, made on July 24, 1991 Writ Appeal No.36 of 1990. The admitted position is that an extent of 1.94 acres of land was acquired way back in 1952 for construction of national highway. The construction was completed in 1955. Out of the extent of 1.94 acres, 80 cents of land were used and the balance land remained unused. When respondent No.1 had applied for sale of the property by dated December 21, 1979, the property was sought to be sold to him at the same rate at which compensation was awarded under Section 11, that was interdicted by way of writ petitions. The sheet anchor of the Government to sustain the action is the executive order issued by the Government for permission for alienation of the land. The High Court has declared the executive action as invalid in the light of the Kerala Land Assignment Act, 1960 (Act 30 of 1960) (for short, the Act). The high court has pointed out that the assignment is in contravention of the Act. Thus, this appeal by special leave.

indom
Govt. Pleader
& Punc. A.

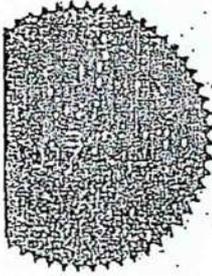
In view of admitted section that the land in question was acquired under the Land Acquisition Act, it stood vested in the State free from all encumbrances. The question emerges: whether the Government can assign the land to the erstwhile owners? It is settled law that land is acquired for a public purpose was achieved, the rest of the land could be used for any other purpose. In case there is no other public purpose for

which the land is needed, then instead of disposal by way of sale to the erstwhile owner, the land should be put to public auction and the amount fetched in the public auction can be better utilised for the public purpose envisaged in the Directive Principles of Constitution. In the present case, what we find is that the executive order is not in consonance with the provision of the Act and is, therefore, invalid. Under these circumstances, the Division Bench is well justified in declaring the executive order as invalid. Whatever assignment is made, should be for a public purpose. Otherwise, the land of the Government should be sold only through the public actions so that the public also gets benefited by getting higher value. The appeal is accordingly dismissed. No costs.

1. J. S. Jindal
2. Govt. Pleader &
3. P. S. S.



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IN THE HIGH COURT OF JUDICATURE
AT BOMBAY
CIVIL APPELLATE JURISDICTION
PIL NO. 109 OF 2008

Mr. Santosh B. Walke Petitioner

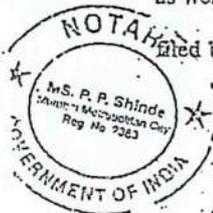
Vs

Videsh Sanchar Nigam Ltd. & Ors. Respondents.

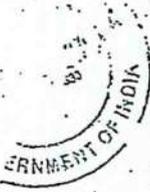
AFFIDAVIT

I, Chandrakant Narayan Dalvi aged about 52 yrs, Collector, Pune do hereby state on solemn affirmation as under :

1. I say that I have gone through the orders dated 26th August, 2009 as well as 23rd Sept, 2009 and contents of the petition and earlier affidavit filed by the Sub Divisional Officer - Haveli dated 7th March, 2009. I am



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filing this short affidavit on the basis of information derived from the record, which I believe to be true. I crave leave to file a detail affidavit as and when necessary.

2. I say that in the earlier affidavit dated 7th March, 2009 the Sub Divisional Officer, Haveli, District Pune on the basis of the record available in the office.

3. I say that after taking the said affidavit on record, this Hon'ble Court by an order dated 26.8.2009 directed on the basis of the statement recorded of the Learned A.G.P. that State is conducting the research in the matter as to whether steps were taken by the State after issuance of notice under section 6 of the Land Acquisition Act, 1894 and that it will take some time as necessary inquiries have to be made from various departments and accordingly time was granted further and matter is adjourned to 23rd Sept. 2009.

4. I say that in the meanwhile my office addressed the letter dated 24.8.2009 to my office at General Branch and all the Land Acquisition Officers and in all Sub Divisional Officers in the District that to take search of the award if passed in respect of the subject matter of PIL.

Hereto annexed and marked as Exh. I is the copy of the said letter.

5. I say that my office (Requisition Branch) Pune received a letters from the Offices of Special Land Acquisition Officers and Sub-Divisional Officers, from District Pune stating that the record in respect of the award about the said matter is not traced in their respective offices. Hereto annexed and marked as Exh II collectively are the copies of the said letters.

6. I say that by letter dated 11.9.2009 the office of Collector (Requisition Branch) Pune, has enquired with the treasury office, Pune, about the subject matter and to ascertain whether there is record to show that the compensation is distributed in respect of the subject matter of the PIL or not? Hereto annexed and marked as Exh. III is the copy of the said letter dated 11.09.2009.

7. I say that by letter dated 24.9.2009 the office of Treasury Office, Pune, informed the Collector (Requisition Branch) Pune that after making due enquiry and after verifying old records the office of the Treasury Office, Pune was unable to find any record in respect of the subject matter about the payment of compensation etc. Hereto annexed and marked as



Exh. IV is the copy of the said letter dated 24.09.2009.

8. I say that my office has made all efforts to trace out the award under section 11 of the Land Acquisition Act, but the same could not be traced out in all the office of Special Land Acquisition Officers and Sub Divisional Officers in Pune Districts. Therefore, my office could not place the copy of the award on the record as directed by this Hon'ble High Court by order dated 22.7.2009.

Mumbai :

Dated :


(Chandrakant Narayan Dalvi)
Collector of Pune

VERIFICATION

I, Chandrakant Narayan Dalvi aged about 52 yrs. Collector, Pune, do hereby state on solemn affirmation that what is stated

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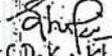
hereinabove is true and correct to the information gathered from the instant case which I believe to be true.

Solemnly affirmed at Mumbai.

This 30th Day of Sept:2009.


(Chandrakant Narayan Dalvi)
Collector of Pune

Identified by me:-

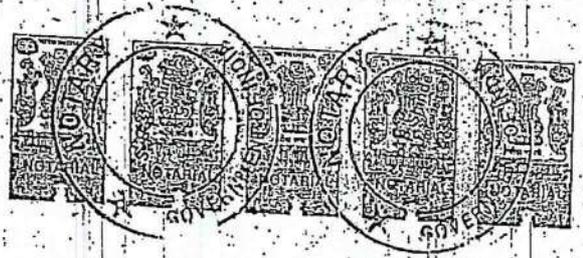

(D.K. Khilari)
Special Land Acquisition
Officer No. 22 Pune

Noted and Registered
at Sr. No 5566

Drafted and settled by


V. S. Masurkar, G.
G. P. H.C. WS-A-5
Mumbai


30/9/09
Mrs. PRAJAKTA P. SHINDE
ADVOCATE HIGH COURT
NOTARY PUBLIC
1201 Valentine Tower Pimpalipada
Gen. A. K. Valdyia Marg,
Malad East, Mumbai-400 097



90
E.D

✓ PUBLIC INTEREST LITIGATION NO.109 OF 2006

~~Mr. Santosh B. Walke~~
Versus

Videsh Sanchar Nigam Ltd. and others.

... Petitioner

... Respondents.

ALONGWITH

WRIT PETITION NO.9163 OF 2009

Kaushalya Mahadev Chaudhari
know Mrs. Kaushalya Haribhau Dagade
Versus
Videsh Sanchar Nigam Ltd. and others.

Petitioner

Respondents

Mr. P.B. Shah i/by Mr. Vivek Salunke for the petitioners.
Ms. S.V. Bharucha with Mr. D.A. Dubey for the respondent No.2.
Mr. V.A. Gangal, Special Counsel with Mr. A.T. Gade for the respondent
Nos.3 and 4.
Mr. G.S. Kulkarni with Mr. M.J. Shah i/by M/s.ANS Law Associates for
the respondent No.1.

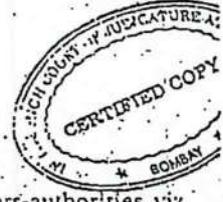
CORAM : J.N. PATEL, ACTING C.J. &
B.R. GAVALI, J.
DATED : 20TH JANUARY, 2010

PC

1. Heard.

2. Rule.

3. During the pendency of the petition, respondents-authorities viz.



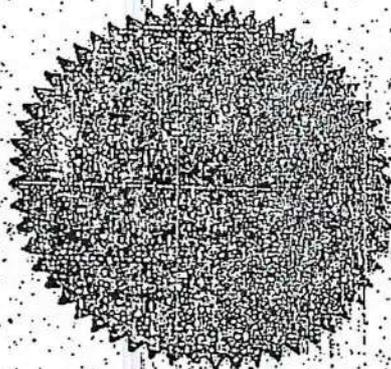
47

State Government as well as Bharat Sanchar
preserve the land and would not carry out any operation over the
portion of the land for which no compensation is paid to the
tenants/land owners.

20/01/2010

TRUE COPY

M. S. S. S.
29/1/10
Assistant Registrar
High Court, Appellate Side
Bombay 400 032.



20/01/2010

[Heavily obscured and illegible text, possibly a signature or official stamp]



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533026

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS. 9741-9742 OF 2010
(Arising out of SLP (C) Nos. 5243-5244/2010)

TATA COMMUNICATION LTD. Appellant (s)

VERSUS:

SANTOSH BABANRAO HALKE AND ORS. Respondent (s)

Certified to be true copy
D. K. Jaiswal
O R D E R
Attendant Registrar (India)
25-8-10
Supreme Court of India

1. Leave granted.

2. These appeals are directed against an interim order dated 20th January, 2010 passed by the Division Bench of the High Court of Judicature at Bombay in Public Interest Litigation No. 109 of 2008 and Writ Petition No. 9163/2009.

3. Brief facts which are necessary to dispose of these appeals are recapitulated as under:

The land measuring about 774 acres was acquired by the Government of Bombay for Indian Radio Telegraph Company, in the year 1925. In the year 1947, after independence, this company was taken over by the Government of India giving birth to Overseas Communication Service - a Department of the Government of India and the lands were transferred in the name of the President of India.

Writ No. 109 of 2008

4. In the year 1986, it was transferred to Videsh Sanchar Nigam Ltd. (VSNL), a wholly owned Government of India undertaking to whom all assets and liabilities of Overseas Communication Service were transferred. The land has been in use and possession of the appellants and their predecessors for the last 85 years. After a delay of about 85 years, a public interest litigation was filed in the Bombay High Court. It may be pertinent to mention here that when this petition earlier came up for hearing before a Division Bench of the High Court on 22.7.2009, following order was passed:

"1. Heard.

2. We will highly appreciate if the respondent-State is able to place on record as to whether any Award under Section 1A of the Land Acquisition Act, 1894 was passed subsequent to the notification issued under Section 6 of the Land Acquisition Act and published in the Bombay Government Gazette dated August 20, 1925 in respect of the subject land. We also grant leave to the petitioner to suitably amend the petition which is in the nature of public interest litigation, for which an application should be filed alongwith the Schedule of Draft Amendment, as in our view the relief sought in the petition can only be restricted to payment of compensation.

3. Stand over to 36th August, 2009."

5. On 20th January, 2010, while issuing rule in the petition, the Bombay High Court directed that during the pendency of the petition, respondent-authorities i.e. State Government as well as Bharat Sanchar Nigam Limited shall preserve the land and would not carry out any construction over the portion of the land for which no compensation has been paid to the tenants/land owners.

6. In the earlier order of 22nd July, 2009, quoted above, leave was granted to the petitioner in the public interest litigation (respondent herein) to amend the petition which was in the nature of public interest litigation in which the relief sought was restricted to payment of compensation only.

7. In the facts and circumstances of this case, we see no justification in subsequently passing an order restraining the State Government from constructing over the land in question, particularly when the writ petition itself had been filed after a delay of 85 years and the land stood acquired as early as in 1925.

8. On consideration of the totality of the facts and circumstances of the case, we set aside the impugned order dated 20th January, 2010 by which the State Government as well as Bharat Sanchar Nigam Limited have been restrained

from carrying out any construction over the land in question and request the High Court to dispose of the writ petition as expeditiously as possible.

9. In case the claimants are entitled for any compensation, the same would be paid to them by the concerned authorities in accordance with law.

10. With the aforementioned observations and directions, these appeals are disposed of.

sd
.....J
(DALVEER BHANDARI)

sd
.....J
(DEEPAK VERMA)

New Delhi,
November 15, 2010.

TRUE COPY
[Signature]
ADVOCATE

ab

Exhibit
A

PUNE MUNICIPAL CORPN. v. HARAKCHAND MISIRIMAL SOLANKI 183

(2014) 3 Supreme Court Cases 183

(BEFORE R.M. LODHA, MADAN B. LOKUR AND KURIAN JOSEPH, JJ.)

a PUNE MUNICIPAL CORPORATION
AND ANOTHER Appellants;

Versus

b HARAKCHAND MISIRIMAL SOLANKI
AND OTHERS Respondents.

Civil Appeals No. 377 of 2014† with Nos. 378 of 2014†, 379 of 2014††,
380 of 2014††, 381 of 2014††, 382 of 2014††, 383 of 2014†††,
384 of 2014†††, 385 of 2014††† and 386-94 of 2014†††,
decided on January 24, 2014

c A. Land Acquisition and Requisition — Right to Fair Compensation
and Transparency in Land Acquisition, Rehabilitation and Resettlement
Act, 2013 — Ss. 24(1) & (2) — Lapse of acquisition proceedings initiated
under 1894 Act, where “compensation has not been paid to landowners” and
award was made 5 yrs or more prior to commencement of 2013 Act —
Expression “compensation has not been paid” occurring in S. 24(2) —
d “Paid” — Import of — Deposit of compensation amount in Government
treasury, held, not enough — Held, for purposes of S. 24(2) compensation
shall be regarded as “paid” if compensation is actually tendered to
landowners/interested persons, or, is offered to interested persons and on
their refusal to accept the same such compensation is deposited in court

e — Expression “paid” used in S. 24(2) includes deposit of compensation
in court, and cannot be limited to mean “offered” or “tendered” to
landowners/persons interested, and neither can receipt of compensation by
landowners/persons interested be inferred as the only meaning thereof — If
literal construction is given to expression “paid”, then it would amount to
ignoring the procedure, mode and manner of deposit of compensation in
court as provided in S. 31(2) of 1894 Act when landowners/interested
f persons refuse to accept compensation

† Arising out of SLP (C) No. 30283 of 2008. From the Judgment and Order dated 24-10-2008 of
the High Court of Bombay in WP No. 1296 of 2008

‡ Arising out of SLP (C) No. 30455 of 2008

g †† Arising out of SLP (C) No. 30470 of 2008

†† Arising out of SLP (C) No. 30467 of 2008

†† Arising out of SLP (C) No. 30465 of 2008

†† Arising out of SLP (C) No. 30469 of 2008

††† Arising out of SLP (C) No. 30543 of 2008

h ††† Arising out of SLP (C) No. 30546 of 2008

††† Arising out of SLP (C) No. 30548 of 2008

††† Arising out of SLPs (C) Nos. 15847-55 of 2010

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SUPREME COURT CASES

(2014) 3 SCC

— In instant case, amount of compensation was deposited in Government treasury on 31-1-2008 which is not equivalent to “compensation paid to landowners/persons interested” and award had been made more than 5 yrs previously. — Thus, subject land acquisition proceedings had lapsed — Land Acquisition Act, 1894 — Ss. 31 to 33 — Constitution of India — Arts. 300-A and 19(1)(f) — Human and Civil Rights — Right to property — Words and Phrases — “Paid” (Paras 12 to 20)

Prem Nath Kapur v. National Fertilizers Corpn. of India Ltd., (1996) 2 SCC 71, relied on *Ivo Agnelo Santimano Fernandes v. State of Goa*, (2011) 11 SCC 506 : (2011) 4 SCC (Civ) 268, affirmed

Harakchand Mistri v. Solanki v. Collector, WP No. 1296 of 2008, decided on 24-10-2008 (Bom), referred to

B. Interpretation of Statutes — Particular Statutes or Provisions — Expropriatory/Land acquisition or use, restriction statutes — Held, Land Acquisition Act, 1894 being an expropriatory legislation should be strictly followed:— Collector while making payment of compensation, can only act in manner so provided, since where power is given to do certain thing in certain way, it should be done in that way or not at all — Other methods of performance are necessarily forbidden — Land Acquisition Act, 1894, Ss. 31 to 34, 11 and 12. (Para 18)

Nazir Ahmad v. King Emperor, (1935-36) 63 IA 372 : (1936) 44 LW 583 : AIR 1936 PC 253 (2), followed

C. Land Acquisition and Requisition — Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 — Ss. 24(2) and 114 r/w S. 6, General Clauses Act, 1897 — Held, S. 114(2) of 2013 Act makes S. 6 of 1897 Act applicable with regard to effect of repeal which is subject to provisions of 2013 Act — Under S. 24(2), land acquisition proceedings initiated under the 1894 Act, by legal fiction, are deemed to have lapsed where award is made 5 yrs or more prior to commencement of 2013 Act and possession of land has not been taken or compensation not paid — In instant case, since compensation was not paid to persons interested where award had been made more than 5 yrs previously, subject land acquisition proceedings are deemed to have lapsed — General Clauses Act, 1897 — S. 6 — Constitution of India — Arts. 300-A and 19(1)(f) — Human and Civil Rights — Right to property (Para 21)

Appeals dismissed

P-D/52815/CV

Advocates who appeared in this case :

R.P. Bhat and Indu Malhotra, Senior Advocates [Ms Jayashree Wad, Ashish Wad (for M/s J.S. Wad & Co.), Ms Madhavi Divan, Ms Asha Gopalan Nair, Kush Chaturvedi, Vivek Jain, Ms Nishida Kumar, Ms Suran Yadav, Apoorva Bhumsesh, Rajat Sehgal (for Vikas Mehta), Brijesh Kalappa, Gopal Singh, Ms Divya Nari (for N. Ganpathy) and Aniruddha P. Mayer, Advocates] for the appearing parties.

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PUNE MUNICIPAL CORPN. v. HARAKCHAND MISIRIMAL SOLANKI (*Lodha, J.*) 185

Chronological list of cases cited on page(s)

- | | | |
|---|---|--------------|
| a | 1. (2011) 11 SCC 506 : (2011) 4 SCC (Civ) 268, <i>Ivo Agrielo Santimano Fernandes v. State of Goa</i> | 190a |
| | 2. WP No. 1296 of 2008, decided on 24-10-2008 (Bom), <i>Harakchand Misirimal Solanki v. Collector</i> | 185d-e, 190f |
| | 3. (1996) 2 SCC 71, <i>Prem Nath Kapur v. National Fertilizers Corpn. of India Ltd.</i> | 190a |
| b | 4. (1935-36) 63 IA 372 : (1936) 44 LJ 583 : AIR 1936 PC 253 (2), <i>Nazir Ahmad v. King Emperor</i> | 189f-g |

The Judgment of the Court was delivered by

R.M. LODHA, J.— Delay condoned in SLPs (C) Nos. 15847-55 of 2010. Leave granted.

c 2. In these 18 appeals, by special leave, it is argued on behalf of the respondent landowners that in view of Section 24(2) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (for short "the 2013 Act") which has come into effect on 1-1-2014, the subject land acquisition proceedings initiated under the Land Acquisition Act, 1894 (for short "the 1894 Act") have lapsed.

d 3. The question for decision relates to true meaning of the expression "compensation has not been paid" occurring in Section 24(2) of the 2013 Act. It may not be necessary at all to go into the legality and correctness of the impugned judgment¹, if the subject land acquisition proceedings are held to have lapsed. We, therefore, deal with this aspect first.

e 4. The brief facts necessary for consideration of the above question are these: on 6-8-2002, the proposal of the Municipal Commissioner, Pune Municipal Corporation (for short "the Corporation") duly approved by the Standing Committee for acquisition of lands admeasuring 43.94 acres for development of "Forest Garden" was sent to the Collector, Pune. The Collector sanctioned the proposal and on 20-2-2003 forwarded the same to Special Land Acquisition Officer (15), Pune for further action. On 30-9-2004, the Notification under Section 4 of the 1894 Act was published in the Official Gazette. Then notices under Section 4(1) were served upon the landowners/interested persons. On 26-12-2005, the declaration under Section 6 was published in the Official Gazette and on 2-2-2006, it was also published at the site and on the noticeboard of the office of Talaiti. Following the notices under Section 9, on 31-1-2008 the Special Land Acquisition Officer made the award under Section 11 of the 1894 Act.

g 5. The landowners challenged the above acquisition proceedings before the Bombay High Court in nine writ petitions. Of them, two were filed before making the award and seven after the award. The challenge to the acquisition proceedings and the validity of the award was laid on diverse grounds

h ¹ *Harakchand Misirimal Solanki v. Collector*, WP No. 1296 of 2008, decided on 24-10-2008 (Bom)

including (i) absence of resolution of the General Body of the Corporation; (ii) non-compliance with the provisions of Section 5-A, (iii) non-compliance with the provisions of Section 7, and (iv) lapsing of acquisition proceedings under Section 11-A. The High Court on consideration of the arguments advanced before it by the parties has held that the acquisition proceedings for the development of "Forest Garden" could not be initiated by the Commissioner with the mere approval of the Standing Committee without resolution of the General Body of the Corporation. The acquisition proceedings were also held bad in law for non-compliance with Section 7 and other statutory breaches. Inter alia, the High Court has quashed the acquisition proceedings and gave certain directions including restoration of possession.

6. It is argued on behalf of the landowners that by virtue of Section 24(2) of the 2013 Act, the subject acquisition shall be deemed to have been lapsed because the award under Section 11 of the 1894 Act is made more than five years prior to the commencement of the 2013 Act and no compensation has been paid to the owners nor has the amount of compensation been deposited in the court by the Special Land Acquisition Officer.

7. On the other hand, on behalf of the Corporation and so also for the Collector, it is argued that the award was made by the Special Land Acquisition Officer on 31-1-2008 strictly in terms of the 1894 Act and on the very day the landowners were informed regarding the quantum of compensation for their respective lands. Notices were also issued to the landowners to reach the Office of the Special Land Acquisition Officer and receive the amount of compensation and since they neither received the compensation nor any request came from them to make reference to the District Court under Section 18, the compensation amounting to Rs 27 crores was deposited in the Government treasury. It is, thus, submitted that there was no default on the part of the Special Land Acquisition Officer or the Government and, hence, the acquisition proceedings have not lapsed. Moreover, reliance is also placed on Section 114 of the 2013 Act and it is argued that the concluded land acquisition proceedings are not at all affected by Section 24(2) and the only right that survives to the landowners is to receive compensation.

8. The 2013 Act puts in place an entirely new regime for compulsory acquisition of land and provides for new scheme for compensation, rehabilitation and resettlement to the affected families whose land has been acquired or proposed to be acquired or affected by such acquisition.

9. To turn, now, to the meaning of the expression "compensation has not been paid" in Section 24(2) of the 2013 Act and its effect on the subject acquisition, it is necessary to refer to Section 24 which reads as follows:

24. Land acquisition process under Act No. 1 of 1894 shall be deemed to have lapsed in certain cases.—(1) Notwithstanding anything

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PUNE MUNICIPAL CORPN. v. HARAKCHAND MISIRIMAL SOLANKI (*Lodha, J.*) 187
contained in this Act, in any case of land acquisition proceedings initiated
under the Land Acquisition Act, 1894 (1 of 1894)—

a (a) where no award under Section 11 of the said Land Acquisition
Act has been made, then, all provisions of this Act relating to the
determination of compensation shall apply; or

(b) where an award under said Section 11 has been made, then such
proceedings shall continue under the provisions of the said Land
Acquisition Act, as if the said Act has not been repealed.

b (2) Notwithstanding anything contained in sub-section (1), in case of
land acquisition proceedings initiated under the Land Acquisition Act, 1894,
where an award under the said Section 11 has been made five years or more
prior to the commencement of this Act but the physical possession of the
land has not been taken or the compensation has not been paid the said
proceedings shall be deemed to have lapsed and the appropriate
c Government, if it so chooses, shall initiate the proceedings of such land
acquisition afresh in accordance with the provisions of this Act:

d Provided that where an award has been made and compensation in
respect of a majority of landholdings has not been deposited in the account
of the beneficiaries, then, all beneficiaries specified in the notification for
acquisition under Section 4 of the said Land Acquisition Act, shall be
entitled to compensation in accordance with the provisions of this Act."

e 10. Insofar as sub-section (1) of Section 24 is concerned, it begins with
non obstante clause. By this, Parliament has given overriding effect to this
provision over all other provisions of the 2013 Act. It is provided in clause
(a) that where the land acquisition proceedings have been initiated under the
1894 Act but no award under Section 11 is made, then the provisions of
the 2013 Act shall apply relating to the determination of compensation.
Clause (b) of Section 24 makes provision that where land acquisition
proceedings have been initiated under the 1894 Act and award has been made
under Section 11, then such proceedings shall continue under the provisions
of the 1894 Act as if that Act has not been repealed.

f 11. Section 24(2) also begins with non obstante clause. This provision
has overriding effect over Section 24(1). Section 24(2) enacts that in relation
to the land acquisition proceedings initiated under the 1894 Act, where an
award has been made five years or more prior to the commencement of the
2013 Act and either of the two contingencies is satisfied viz. (i) physical
possession of the land has not been taken, or (ii) the compensation has not
g been paid; such acquisition proceedings shall be deemed to have lapsed. On
the lapse of such acquisition proceedings, if the appropriate Government still
chooses to acquire the land which was the subject-matter of acquisition under
the 1894 Act then it has to initiate the proceedings afresh under the 2013 Act.
The proviso appended to Section 24(2) deals with a situation where in respect
of the acquisition initiated under the 1894 Act an award has been made and
h compensation in respect of a majority of landholdings has not been deposited

in the account of the beneficiaries then all the beneficiaries specified in the Section 4 notification become entitled to compensation under the 2013 Act.

12. To find out the meaning of the expression, "compensation has not been paid", it is necessary to have a look at Section 31 of the 1894 Act. The said section, to the extent it is relevant, reads as follows:

"31. *Payment of compensation or deposit of same in court.*—(1) On making an award under Section 11, the Collector shall tender payment of the compensation awarded by him to the persons interested entitled thereto according to the award, and shall pay it to them unless prevented by some one or more of the contingencies mentioned in the next sub-section.

(2) If they shall not consent to receive it, or if there be no person competent to alienate the land, or if there be any dispute as to the title to receive the compensation or as to the apportionment of it, the Collector shall deposit the amount of the compensation in the court to which a reference under Section 18 would be submitted."

13. There is amendment in Maharashtra—Nagpur (City) in Section 31 whereby in sub-section (1), after the words "compensation" and in sub-section (2), after the words, "the amount of compensation", the words "and costs if any" have been inserted.

14. Section 31(1) of the 1894 Act enjoins upon the Collector, on making an award under Section 11, to tender payment of compensation to persons interested entitled thereto according to award. It further mandates the Collector to make payment of compensation to them unless prevented by one of the contingencies contemplated in sub-section (2). The contingencies contemplated in Section 31(2) are: (i) the persons interested entitled to compensation do not consent to receive it, (ii) there is no person competent to alienate the land, and (iii) there is dispute as to the title to receive compensation or as to the apportionment of it. If due to any of the contingencies contemplated in Section 31(2), the Collector is prevented from making payment of compensation to the persons interested who are entitled to compensation, then the Collector is required to deposit the compensation in the court to which reference under Section 18 may be made.

15. Simply put, Section 31 of the 1894 Act makes provision for payment of compensation or deposit of the same in the court. This provision requires that the Collector should tender payment of compensation as awarded by him to the persons interested who are entitled to compensation. If due to happening of any contingency as contemplated in Section 31(2), the compensation has not been paid, the Collector should deposit the amount of compensation in the court to which reference can be made under Section 18.

16. The mandatory nature of the provision in Section 31(2) with regard to deposit of the compensation in the court is further fortified by the provisions contained in Sections 32, 33 and 34. As a matter of fact, Section 33 gives power to the court, on an application by a person interested or claiming an

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interest in such money, to pass an order to invest the amount so deposited in such Government or other approved securities and may direct the interest or other proceeds of any such investment to be accumulated and paid in such manner as it may consider proper so that the parties interested therein may have the benefit therefrom as they might have had from the land in respect whereof such money shall have been deposited or as near thereto as may be.

17. While enacting Section 24(2), Parliament definitely had in its view Section 31 of the 1894 Act. From that one thing is clear that it did not intend to equate the word "paid" to "offered" or "tendered". But at the same time, we do not think that by use of the word "paid", Parliament intended receipt of compensation by the landowners/persons interested. In our view, it is not appropriate to give a literal construction to the expression "paid" used in this sub-section (2) of Section 24. If a literal construction were to be given, then it would amount to ignoring the procedure, mode and manner of deposit provided in Section 31(2) of the 1894 Act in the event of happening of any of the contingencies contemplated therein which may prevent the Collector from making actual payment of compensation. We are of the view, therefore, that for the purposes of Section 24(2), the compensation shall be regarded as "paid" if the compensation has been offered to the person interested and such compensation has been deposited in the court where reference under Section 18 can be made on happening of any of the contingencies contemplated under Section 31(2) of the 1894 Act. In other words, the compensation may be said to have been "paid" within the meaning of Section 24(2) when the Collector (or for that matter Land Acquisition Officer) has discharged his obligation and deposited the amount of compensation in court and made that amount available to the interested person to be dealt with as provided in Sections 32 and 33.

18. The 1894 Act being an expropriatory legislation has to be strictly followed. The procedure, mode and manner for payment of compensation are prescribed in Part V (Sections 31-34) of the 1894 Act. The Collector, with regard to the payment of compensation, can only act in the manner so provided. It is settled proposition of law (classic statement of Lord Roche in *Nazir Ahmad*²) that where a power is given to do a certain thing in a certain way, the thing must be done in that way or not at all. Other methods of performance are necessarily forbidden.

19. Now, this is admitted position that award was made on 31-1-2008. Notices were issued to the landowners to receive the compensation and since they did not receive the compensation, the amount (Rs 27 crores) was deposited in the Government treasury. Can it be said that deposit of the amount of compensation in the Government treasury is equivalent to the amount of compensation paid to the landowners/persons interested? We do not think so. In a comparatively recent decision, this Court in

² *Nazir Ahmad v. King Emperor*, 1935-36 63 IA 372 : (1936) 44 LW 583 : AIR 1936 PC 255 (2)

*Agnelo Santimano Fernandes*³, relying upon the earlier decision in *Prem Nath Kapur*⁴, has held that the deposit of the amount of the compensation in the State's revenue account is of no avail and the liability of the State to pay interest subsists till the amount has not been deposited in court. a

20. From the above, it is clear that the award pertaining to the subject land has been made by the Special Land Acquisition Officer more than five years prior to the commencement of the 2013 Act. It is also admitted position that compensation so awarded has neither been paid to the landowners/ persons interested nor deposited in the court. The deposit of compensation amount in the Government treasury is of no avail and cannot be held to be equivalent to compensation paid to the landowners/persons interested. We have, therefore, no hesitation in holding that the subject land acquisition proceedings shall be deemed to have lapsed under Section 24(2) of the 2013 Act. b c

21. The argument on behalf of the Corporation that the subject land acquisition proceedings have been concluded in all respects under the 1894 Act and that they are not affected at all in view of Section 114(2) of the 2013 Act, has no merit at all, and is noted to be rejected. Section 114(1) of the 2013 Act repeals the 1894 Act. Sub-section (2) of Section 114, however, makes Section 6 of the General Clauses Act, 1897 applicable with regard to the effect of repeal but this is subject to the provisions in the 2013 Act. Under Section 24(2) land acquisition proceedings initiated under the 1894 Act, by legal fiction, are deemed to have lapsed where award has been made five years or more prior to the commencement of the 2013 Act and possession of the land is not taken or compensation has not been paid. The legal fiction under Section 24(2) comes into operation as soon as conditions stated therein are satisfied. The applicability of Section 6 of the General Clauses Act being subject to Section 24(2), there is no merit in the contention of the Corporation. d e

22. In view of the foregoing discussion, it is not necessary to consider the correctness of the impugned judgment on merits. The appeals fail and are dismissed with no order as to costs. f

3 *Ivo Agnelo Santimano Fernandes v. State of Goa*, (2011) 11 SCC 506; (2011) 4 SCC (Civ) 268. g

4 *Prem Nath Kapur v. National Fertilizers Corpn. of India Ltd.*, (1996) 2 SCC 71. h

1 *Harakchand Misirimal Solanki v. Collector*, WP No. 1296 of 2008, decided on 24-10-2008 (Bom)

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ADVOCATE

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

APPELLATE SIDE

WRIT PETITION NO. 6695 OF 2014

Kaulram Maruti Dange)
Thergaon, Survey No. 20, Pune) Petitioner

Versus

- 1 The Special Land Acquisition)
Officer No. 24, Pune Collecto-)
-rate Compound, Pune.)
- 2 Collector, Pune.)
- 3 State of Maharashtra)
- 4 Pimpri Chinchwad Navnagar)
Vikas, Pradhikaran, Zone No. 4)
Nigadi, Pune 411 044)
- 5 Pimpri Chinchwad Municipal)
Corporation, Pimpri, Pune,)
Through its Commissioner.) Respondents



Mr. P. B. Shah i/b Kayal P. Shah, Advocate for the petitioner
Mr. V. S. Gokhale, AGP for R. Nos. 1 to 3
Mr. Vijay Dinkarrao Patil, Advocate for R. No. 4
Mr. Deepak Ravindra More, Advocate for R. No. 5.

CORAM:-A. S. OKA &
REVATI MOHITE DERE, JJ.
DATED : -16/17th July, 2015

ORAL JUDGMENT: (Per A. S. Oka, J.)

On earlier date the submissions of the learned counsel

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appearing for the parties were heard.

2 The issue involved in this petition is as regards applicability of sub-section (2) of Section 24 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (for short "the said Act of 2013).

3 The land subject matter of this petition has been described in paragraph 2(a) of this petition. The acquisition commenced on the basis of a notification under 4 of the Land Acquisition Act, 1894, (for short "the said Act of 1894), which was issued on 12th September, 1972 and an Award under 11 of the said Act of 1894 was made on 12th September, 1986.

4 We must note here that Writ Petition No. 10507 of 2012 was filed by the present petitioner. In the said petition, the challenge was to the notice dated 11/12th October, 2012 issued by the 4th respondent - the Pimpri Chinchwad Navnagar Vikas Pradhikaran. The said notice was issued calling upon the petitioner to stop the work of construction carried on land bearing Survey No. 20, Hissa No. 1, which is the subject matter of this petition. There is one more petition filed earlier to the present petition which is Writ

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Petition No. 3918 of 1990, wherein the challenge is to the award dated 23rd September, 1986 on the ground that the same is ante dated.

5 As far as Writ Petition No. 10507 of 2012 is concerned, the same is still pending in this court. As far as earlier Writ Petition No. 3918 of 1990 is concerned, the same was rejected by a Division Bench of this court. As of today, the said order has become final.

6 The contention raised by the learned counsel appearing for the petitioner in this petition is that on the basis of the award dated 23rd September, 1986 the possession of the acquired land was not taken over under the said Act of 1894 and even compensation has not been paid to the petitioner till 31st December 2013. The contention is that by operation of sub-section (2) of Section 24 of the said Act of 2013, the acquisition has lapsed on coming into force of the said Act of 2013 with effect from 1st January 2014.

7 There is a reply filed by Shri Suresh Jadhav, the Chief Executive Officer of the 4th respondent, relying upon various

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documents obtained by the 4th respondent under the Right to Information Act 2005, which are annexed to the reply. A contention has been raised that compensation was offered to the petitioner and in fact possession of the acquired land was taken over long before coming into force of the said Act of 2013.

8 As far as the State of Maharashtra is concerned, the stand taken is that the compensation amount payable under the said Award was credited to the Personal Ledger Account of the Special Land Acquisition Officer, which is an account specifically created for deposit of compensation amounts received from the acquiring bodies.

9 The learned counsel appearing for the petitioner has relied upon several decisions of the Apex Court by which sub-section (2) of Section 24 of the said Act of 2013 has been interpreted. He has invited attention of the court to the affidavit-in-reply filed by Dr. Yogesh Mhase, the then Chief Executive Officer of the 4th respondent filed by way of reply to Writ Petition No. 10507 of 2012. His submission is that the averments made in the said affidavit clearly record an admitted position that no attempt

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was made by the authorities of the State to take possession of the acquired land bearing Survey No. 20 Part, measuring 4 Hectare. It is pointed out in the said affidavit is that though the Pimpri Chinchwad Municipal Corporation had no authority to grant development permission, the petitioner has obtained development permission. He also invited our attention to the annexures to the said affidavit which show that even on 10th June, 2012 the 4th respondent by addressing a letter to the Divisional Commissioner sought possession of the acquired land. He urged that though sub-section (2) of Section 24 has been amended by incorporating a proviso by Ordinances No. 9 of 2014 which was promulgated on 31st December, 2014, the same will not apply to the present case as the petition was filed prior to 31st December, 2014. He also invited our attention to subsequent Ordinances issued on 3rd April, 2015 (Ordinance No. 4/2015 and Ordinance No. 5/2015). He urged in any case, Personal Ledger Account of the Land Acquisition Officer cannot be said to be a designated account maintained for the purposes of deposit of compensation on account of acquisition.

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10 The learned Senior Counsel representing the 4th respondent by relying upon the affidavit of Shri. Suresh Jadhav contended that when the affidavit was filed in earlier petition by Dr. Yogesh Mhase, the documents which are annexed to the present affidavit were not available and the same were obtained by the 4th respondent under the Right to Information Act, 2005 very recently. He has taken us through the said documents. He invited our attention to the fact that by specifically issuing a notice, compensation was offered to the petitioner. He pointed out that after completing the procedure, in fact the possession of the acquired land was taken over, as seen from the panchnama and other documents annexed to the affidavit in reply. He submitted that affidavit of Shri Jadhav explains the stand taken earlier in the earlier affidavit wherein it was stated that the possession of the acquired land was not taken over by the State Government. He urged that the possession of the acquired land, as seen from the documents annexed with the affidavit, was taken over in the year 1989 and in any case the compensation was specifically offered to the petitioner by a notice issued under Section 12(2) of the said Act

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of 1894. He urged that in any case, the compensation is deposited in the designated account and, therefore, sub-section (2) of Section 24 will not be applicable. Lastly he invited our attention to what is stated in paragraph 10 of the affidavit of the Chief Executive Officer by pointing out notwithstanding that the order of status quo passed in Writ Petition No. 10507 of 2012, the status quo was altered by the petitioner by constructing a building consisting of seven floors and by selling flats in the said building. He placed reliance on a decision of Division Bench of this Court in the case of Archana w/o Dhananjay Mulay & Ors. vs. State of Maharashtra & Ors¹.

The question which arises for the consideration in this case is whether sub-section (2) of Section 24 of the said Act of 2013 is attracted to the facts of the case. Section 24 reads thus;

"24. Land acquisition process under Act No. 1 of 1894 shall be deemed to have lapsed in certain cases. -

(1) Notwithstanding anything contained in this Act, in any case of land acquisition proceedings initiated under the Land Acquisition Act, 1894 (1 of 1894), -

(a) Where no award under section 11 of the

¹ 2015 (4) Mh. L.J. 438

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said Land Acquisition Act has been made, then, all provisions of this Act relating to the determination of compensation shall apply; or

(b) Where an award under said section 11 has been made, then such proceedings shall continue under the provisions of the said Land Acquisition Act, as if the said Act has not been repealed.

(2) Notwithstanding anything contained in subsection (1), in case of land acquisition proceedings initiated under the Land Acquisition Act, 1894, where an award under the said section 11 has been made five years or more prior to the commencement of this Act but the physical possession of the land has not been taken or the compensation has not been paid the said proceedings shall be deemed to have lapsed and the appropriate Government, if it so chooses, shall initiate the proceedings of such land acquisition afresh in accordance with the provisions of this Act.

Provided that where an award has been made and compensation in respect of a majority of land holding has not been deposited in the account of the beneficiaries, then all beneficiaries specified in the notification for acquisition under section 4 of the said Land Acquisition Act, shall be entitled to compensation in accordance with the provisions of this Act."

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12 The Apex Court in the case of Pune Municipal Corporation and another v. Harakchand Misirimal Solanki and others², had an occasion to consider the scheme of sub-section (2) of Section 24. It will be necessary to consider what is held by the Apex Court in paragraph 11 which reads thus:

"11. Section 24(2) also begins with non-obstante clause. This provision has overriding effect over Section 24(1). Section 24(2) enacts that in relation to the land acquisition proceedings initiated under 1894 Act, where an award has been made five years or more prior to the commencement of the 2013 Act and either of the two contingencies is satisfied, viz (i) physical possession of the land has not been taken or (ii) the compensation has not been paid, such acquisition proceedings shall be deemed to have lapsed. On the lapse of such acquisition proceedings, if the appropriate Government still chooses to acquire the land which was the subject matter of acquisition under the 1894 Act then it has to initiate the proceedings afresh under the 2013 Act. The proviso appended to Section 24(2) deals with a situation where in respect of

² AIR 2014 SC 982

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the acquisition initiated under the 1894 Act an award has been made and compensation in respect of a majority of land holdings has not been deposited in the account of the beneficiaries then all the beneficiaries specified in Section 4 notification become entitled to compensation under 2013 Act."

(emphasis added)

13 A submission was made to be made by the respondents that both the contingencies mentioned in sub-section (2) of Section 24 must exist to attract the sub-section (2) of Section 24. However, this contention is already answered by the Apex Court against the Respondents in paragraph 11 by holding that for the applicability of sub-section (2) of Section 24, either of the two contingencies namely; (i) physical possession of the land has not been taken or (ii) the compensation has not been paid, has to exist. It will be also necessary to consider what is held by the Apex Court in paragraphs 20 and 21 of the said decision which are the concluding paragraphs. What is held is that the legal fiction under sub-section (2) of Section 24 comes into operation as soon as the conditions therein are satisfied. Thus, it follows that the consequence of lapse of

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acquisition provided under sub-section (2) of section 24 comes into existence automatically, irrespective of the fact that the party concerned does not seek a declaration to that effect by approaching competent Court of Law.

14 At this stage, it will be also necessary to consider the effect of the amendments made to the said Act of 2013 by three successive Ordinances. The first one is dated 31st December, 2014 (Ordinance No. 9 of 2014), the second Ordinance is dated 3rd April, 2015 (Ordinance No. 4 of 2015) and the third Ordinance is of 30th May, 2015 (Ordinance No. 5 of 2015). The Ordinances have some relevance, in the light of what is held by the Apex Court in the case of Pune Municipal Corporation, in paragraph 17 which reads thus:

"17. While enacting Section 24(2) Parliament definitely had in its view Section 31 of the 1894 Act. From that one thing is clear that it did not intend to equate the word "paid" to "offered" or "tendered". But at the same time, we do not think that by use of the word "paid", Parliament intended receipt of compensation by the landowners/persons interested. In our view, it is not appropriate to give a literal construction to the expression "paid" use in this sub-section (sub-section (2) of Section

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24). If a literal construction were to be given, then it would amount to ignoring procedure, mode and manner of deposit provided in Section 31(2) of the 1894 Act in the event of happening of any of the contingencies contemplated therein which may prevent the Collector from making actual payment of compensation. We are of the view, therefore, that for the purposes of Section 24(2), the compensation shall be regarded as "paid" if the compensation has been offered to the person interested and such compensation has been deposited in the court where reference under Section 18 can be made on happening of any of the contingencies contemplated under Section 31(2) of 1904 Act. In other words the compensation may be said to have been "paid" within the meaning of Section 24(2) when the Collector (or for that matter Land Acquisition Officer) has discharged his obligation and deposited the amount of compensation in court and made that amount available to the interested person to be dealt with as provided in Section 32 and 33."

(emphasis added)

15 What is held by the Apex Court is that compensation can be said to have been paid as per unamended sub-section (2) of Section 24, when Collector has discharged his obligation by offering

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the amount of compensation to the persons interested and by depositing the same into Court for making available to the persons interested. The Apex Court held that compensation shall be regarded as "paid" if the compensation has been offered to the person interested and such compensation has been deposited in the court where reference under Section 18 can be made on happening of any of the contingencies contemplated under sub-section (2) of Section 31 of the said Act of 1894. By Ordinance No. 9 of 2014, a proviso was incorporated in sub-section (2) of Section 24 which reads thus:

"Provided further that in computing the period referred to in this sub-section, any period or periods during which the proceedings for acquisition of the land were held up on account of any stay or adjournment issued by any court or the period specified in the award of a Tribunal for taking possession or such period where possession has been taken but the compensation lying deposited in a court or in any account maintained for this purpose shall be excluded."

In Ordinance No. 4 of 2015, the proviso was substituted by the following proviso;

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"Provided further that in computing the period referred to in this sub-section, any period or periods during which the proceedings for acquisition of the land were held up on account of any stay or injunction issued by any court or the period specified in the award of a tribunal for taking possession or such period where possession has been taken but the compensation lying deposited in a court or in any designated account maintained for this purpose shall be excluded."

(emphasis added)

16 In Ordinance No. 5 of 2015, the aforesaid proviso incorporated by Ordinance No. 4 of 2015 has been maintained. We must note here that the present petition has been filed even before the Ordinance No. 9 of 2014 was brought into force and, therefore, the petition will have to be decided on the basis of the unamended sub-section (2) of Section 24 as it existed prior to coming into force of the said Ordinance. Nevertheless as submissions have been made on the basis of the amended provisions, we are considering the same.

17 The first issue is whether the possession of the acquired land was taken over within the time specified in sub-

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section (2) of Section 24. In normal course, there would have been no difficulty in recording a finding on the aspect considering the stand on oath taken by the 4th respondent in the affidavit filed by its Chief Executive Officer on 6th March, 2013 in Writ Petition No. 10507 of 2012. In paragraph 3 of the affidavit, the then Chief Executive Officer Dr. Yogesh Mhase has stated thus:

"3 I say that even before the setting up of Respondent No. 1 Authority acquisition proceeding had been initiated in ten villages around Pimpri Chinchwad for the public purpose of use of land for residential, commercial and industrial purposes. I say that subject land in the Petition i.e. Survey No. 20, Village Thergaon, Taluka Mulshi was also under acquisition. I say that the total area of the land was 10.89 H. I say that Section 4 Notification was issued on 9.3.1970 for acquiring 7.89 H. I say that Section 6 Notification was issued on 12.9.1972 and by very Notification acquisition of 51 ares from Survey No. 20 (Part) was abandoned. I say that the Commissioner, Pune Division, Pune passed an order under Section 48 on 13.12.1984 and an area of 3.38 H from Survey No. 20 (Part) was withdrawn from acquisition. I crave leave to refer to and rely upon the said order when produced. I say that the Award was passed on 23.9.1986 in respect of

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4 H. of land Survey No.20(Part). I say that the Petitioner's challenge to the acquisition and Award has been turned down by this Hon'ble High Court by rejecting Writ Petition No. 3198 of 1990 on 20.9.2007. I say that in spite of rejection of Writ Petition on 20.9.2007, the Land Acquisition Officer did not take any step to take over possession of the said land and hand over the same to the Respondent No. 1 though repeated requests were made by the Respondent No. 1 Authority."

(Emphasis added)

18 In fact, in paragraph 4, Dr. Mhase has reiterated his statement by stating that the 4th respondent made an application on 1st June, 2012 to the Divisional Commissioner to look into the matter and to ensure that the possession of said land is handed over to the 4th respondent. A copy of the letter dated 1st June, 2012 addressed by the 4th respondent to the Divisional Commissioner has been annexed in which a grievance is specifically made regarding non-delivery of possession and, therefore, in paragraph 5, a request is made to direct the Deputy Collector to take over possession of the said acquired land and handover to the 4th respondent.

19 The issue of possession is required to be resolved in

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the light of the affidavit dated 26th June, 2015 filed by Shri Suresh Jadhav, the present Chief Executive Officer of the 4th respondent in which on the basis of documents obtained under Right to Information Act, 2005, a stand has been taken that the possession of the acquired land was taken over on 31st May, 1989. We have perused the documents annexed to the said affidavit. Firstly reliance is placed on a notice dated 12th May, 1989 issued to the petitioner to remain present on 31st May, 1989 to handover possession of the acquired land. At no stage, the State Government has taken a stand that any such notice was served to the petitioner. The acknowledgement signed by the petitioner of receipt of the notice is not produced. What is important to note is the letter addressed by the village Talathi/Village Officer to the Special Land Acquisition Officer. The letter specifically records that as the occupants did not handover the possession of the acquired land, a panchnama was drawn for taking over the possession on which the panch witnesses refused to sign. Careful perusal of the said letter shows that he has not specifically stated that possession of the acquired land was taken over. He has simply stated as the holders did not give possession, a

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possession panchnama was drawn. It will be necessary to look at the copy of the so-called possession receipt annexed to the said affidavit. The possession receipt itself records an endorsement that panch witnesses have refused to sign on the possession receipt. In the possession receipt it is recorded that possession of the acquired land has been taken in presence of panch witnesses. The panch witnesses have admittedly declined to sign the possession receipt as well as the panchnama. This becomes very significant as the said documents do not bear the signatures of the Petitioner. Thus, the possession receipt is of no worth at all as even the panch witnesses called by the Government Officers refused to sign the possession receipt/ panchnama. As stated earlier in the letter addressed to the Special Land Acquisition Officer, Village Talathi Officer has not even stated that the possession was taken over. Thus, taking the documents annexed to the affidavit Shri Jadhav as correct, it is impossible to record a finding on the basis of the said documents that the possession of the said land was taken over on 31st May, 1989 in accordance with the provisions of the said Act of 1894. Before filing the affidavit, the Chief Executive Officer ought to have

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considered the worth of said documents when admittedly panch witnesses had declined to sign the panchnama and the possession receipt. There is no authentic document on record to show that the possession of the acquired land was taken over by the State Government. We are constrained to observe that after taking a stand on oath in earlier writ petition that the Land Acquisition Officer did not take any steps to take the possession of the said land and to hand over the same to the 4th respondent and after addressing a letter in which a grievance was made by the 4th respondent to the Divisional Commissioner about non delivery of possession of the acquired land, such a stand has been now taken by the 4th respondent, which is a statutory authority, on the basis of the incomplete documents. We may also add that the possession receipts relied upon by the 4th respondent are not signed by any of the land owners apart from the refusal of the panch witnesses to sign the said possession receipts as well as panchnama. Even taking the documents annexed to the affidavit of the 4th Respondent filed in this Petition as correct, it cannot be said that even a paper possession was taken over on 31st of May, 1989. Therefore, one of the two contingencies specified by sub-section (2) of

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Section 24 exists in this case. Hence, in view of the law laid down by the Apex Court, the consequences provided in sub-section (2) of Section 24 must follow.

20 Now coming to the issue regarding payment of compensation, the submission of the learned Senior Counsel appearing for the 4th respondent was that the notice dated 27th October 1986 issued by the Land Acquisition Officer to the petitioner itself records that compensation was being offered to the petitioner. We have carefully perused the said notice. Perhaps what is ignored by the 4th respondent is the endorsement on the said notice which clearly records that as a dispute regarding the shares was to be resolved, the compensation amount has been transferred to revenue deposit. In view of the said hand written remark by no stretch of imagination it can be said that the Special Land Acquisition Officer by the said notice (page 351 of the affidavit-in-reply of the 4th respondent) offered to pay compensation to the petitioner. In fact the remark shows that an inquiry regarding the shares was pending and, therefore, instead of offering the compensation to the petitioner,

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the same was deposited in revenue deposit. It is not the case of any of the respondents that the amount was deposited with the Court. Therefore, what is held by the Apex Court in paragraph 17 in the case of Pune Municipal Corporation, will apply and it will have to be held that even the second contingency provided in sub-section (2) of Section 24 was existing.

21 However, submissions have been made on the basis of proviso added by Ordinance Nos. 4 of 2014 and 5 of 2015. The learned AGP has rendered across the bar a letter dated 7th July, 2015 which records that the compensation amount was transferred to the Personal Ledger Account of the concerned Land Acquisition Officer. A Government Resolution (G.R.) dated 2nd March, 1996 has been produced along with the said letter which shows that the Personal Ledger Accounts are to be utilized by the Land Acquisition Officers for deposit of the compensation amounts in land acquisition cases. Therefore, it can be certainly said that a Personal Ledger account maintained in the treasury in the name of the Special Land Acquisition Officer is a designated account maintained for the purposes of deposit of compensation amounts as provided in proviso

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to sub-section (2) of Section 24 added by the aforesaid two Ordinances. However, this finding will not help the respondents in view of the finding which we have recorded above.

22 In this case, both the contingencies in sub-section (2) of Section 24 exists in terms of the law laid down in the case of Pune Municipal Corporation. The last two Ordinances will not apply as the present Petition has been filed prior to the date on which the Ordinances came into force. However, in those cases where last two Ordinances will apply, the deposit of the compensation amount in the Personal Ledger Account of the concerned Special Land Acquisition Officer will have to be treated as sufficient compliance. In any event in the present case, the possession has not been taken over on or before 31st December, 2013. Hence, sub-section (2) of Section 24 of the said Act of 2013 will certainly apply.

23 Then comes the last submission made by the learned counsel appearing for the 4th respondent by contending that in breach of order of status quo passed in Writ Petition No. 10507 of 2012, the petitioner has indulged in construction activity by

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constructing a building consisting of seven floors and has sold the flats and premises in the building.

24 Firstly, the breach committed is of the orders passed in another petition and not in this petition. Secondly, what is necessary to be considered is the legal effect of sub-section (2) of Section 24. What is held by the Apex Court in paragraph 21 in the case of the Pune Municipal Corporation is that the legal fiction in sub-section (2) of Section 24 comes into operation as soon as the conditions stated therein are satisfied. Sub-section (2) of Section 24, which we have quoted above specifically provides that when one of the two conditions are satisfied, the proceedings of acquisition under the said Act of 2013 shall be deemed to have been lapsed. Thus, whether the aggrieved party seeks a declaration by approaching Court of Law or not, by a legal fiction, the lapsing of acquisition proceedings under the said Act of 1894 is automatic. In fact sub-section (2) of Section 24 itself provides that in such contingency, a fresh acquisition proceedings has to be initiated. Therefore, even assuming that the present writ petition is not entertained in the light of the conduct of the petitioner, the lapse of acquisition which is

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provided on the statute book by virtue of a legal fiction will come into operation. Now coming to the decision in the case of Archana w/o Dhananjay Mulay & Ors., the attention of the Division Bench was not invited to the automatic lapsing by virtue of the legal provision. Moreover in the facts of the case before the Division Bench, it was found that the petitioner transferred the property, subject matter of the writ petition without obtaining a leave of the Court which was contrary to the interim orders. So this was a case when the petition was placed for hearing, the contention of lapsing of acquisition was raised by persons who had no right, title and interest in view of the execution of the sale deeds. It is in the peculiar facts of the case that the Division Bench declined to interfere in writ jurisdiction. Therefore, on the basis of what is stated in paragraph 10 of the affidavit in reply filed on behalf of the 4th respondent, relief cannot be denied to the petitioner. However, we hasten to add that, if what is stated in paragraph 10 thereof is correct, the effect thereof will have to be considered while dealing with the Writ Petition No. 10507 of 2012.

25 It is obvious that the award under section 11 of the

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said Act will be affected only in relation to the property subject
matter of this petition.

26 Hence, the petition succeeds and, we pass the
following order:

Rule is made absolute in terms of prayer clause (a).

We make it clear that notwithstanding this judgment
and order, it will be open for the respondents to initiate a fresh
acquisition proceedings in accordance with law.

(REVATI MOHITE DERE, J.) (A. S. OKA, J.)

md.safem

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BOMBAY HIGH COURT



सत्यमेव जयते

AT BOMBAY

TRUE COPY

Ashwini
15/10/15

Section Officer
High Court, Appellate Side
Bombay

TRUE COPY

ADVOCATE

25/25

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS.9741-9742 OF 2010
(Arising out of SLP(C) Nos.5243-5244/2010)

TATA COMMUNICATION LTD.

Appellant(s)

:VERSUS:

SANTOSH BABANRAO WALKE AND ORS.

Respondent(s)

ORDER

1. Leave granted.
2. These appeals are directed against an interim order dated 20th January, 2010 passed by the Division Bench of the High Court of Judicature at Bombay in Public Interest Litigation No.109 of 2008 and Writ Petition No.9163/2009.
3. Brief facts which are necessary to dispose of these appeals are recapitulated as under:

The land measuring about 774 acres was acquired by the Government of Bombay for Indian Radio Telegraph Company, in the year 1925. In the year 1947, after independence, this company was taken over by the Government of India giving birth to Overseas Communication Service - a Department of the Government of India and the lands were transferred in the name of the President of India.

4. In the year 1986, it was transferred to Videsh Sanchar Nigam Ltd. (VSNL), a wholly owned Government of India undertaking to whom all assets and liabilities of Overseas Communication Service were transferred. The land has been in use and possession of the appellants and their predecessors for the last 85 years. After a delay of about 85 years, a public interest litigation was filed in the Bombay High Court. It may be pertinent to mention here that when this petition earlier came up for hearing before a Division Bench of the High Court on 22.7.2009, following order was passed:

"1. Heard.

2. We will highly appreciate if the respondent-State is able to place on record as to whether any Award under Section 11 of the Land Acquisition Act, 1894 was passed subsequent to the notification issued under Section 6 of the Land Acquisition Act and published in the Bombay Government Gazette dated August 20, 1925 in respect of the subject land. We also grant leave to the petitioner to suitably amend the petition which is in the nature of public interest litigation, for which an application should be filed alongwith the Schedule of Draft Amendment, as in our view the relief sought in the petition can only be restricted to payment of compensation.

3. Stand over to 36th August, 2009."

5. On 20th January, 2010, while issuing rule in the

petition, the Bombay High Court directed that during the pendency of the petition, respondent-authorities i.e. State Government as well as Bharat Sanchar Nigam Limited shall preserve the land and would not carry out any construction over the portion of the land for which no compensation has been paid to the tenants/land owners.

6. In the earlier order of 22nd July, 2009, quoted above, leave was granted to the petitioner in the public interest litigation (respondent herein) to amend the petition which was in the nature of public interest litigation in which the relief sought was restricted to payment of compensation only.

7. In the facts and circumstances of this case, we see no justification in subsequently passing an order restraining the State Government from constructing over the land in question, particularly when the writ petition itself had been filed after a delay of 85 years and the land stood acquired as early as in 1925.

8. On consideration of the totality of the facts and circumstances of the case, we set aside the impugned order dated 20th January, 2010 by which the State Government as well as Bharat Sanchar Nigam Limited have been restrained from carrying out any construction over the land in

question and request the High Court to dispose of the writ petition as expeditiously as possible.

9. In case the claimants are entitled for any compensation, the same would be paid to them by the concerned authorities in accordance with law.

10. With the aforementioned observations and directions, these appeals are disposed of.

.....J
(DALVEER BHANDARI)

.....J
(DEEPAK VERMA)

New Delhi;
November 15, 2010.



JUDGMENT

वाचले:-१. हेमीस्फेयर प्रॉपर्टीज इंडीया लिमिटेड यांचे महानगरपालिकेस पत्र क्र. L-VI-A/01/HPIL/

2023-24/72, Dt.06/11/2023

२. मा.आयुक्त,पिंपरी चिंचवड महानगरपालिका,पिंपरी पुणे यांचा दि.१३/१२/२०२३ रोजीचा मान्य प्रस्ताव.

पिंपरी चिंचवड महानगरपालिका

पिंपरी-१८

नगररचना व विकास विभाग

क्रमांक-नरवि/कावि/४९३८/२०२३

दिनांक-१९/१२/२०२३

विषय:- मौजे बोपखेल येथील स.नं.१३३ व १३६ ते १४१ मधील एकत्रिकृत विकास प्रोत्साहन व नियंत्रण नियमावली मधील नियम क्र.४.१(v) अन्वये सार्वजनिक निम सार्वजनिक विभागामधून वगळून लगतचा रहिवास वापर अनुज्ञेय करणेबाबत..

आदेश,

मौजे बोपखेल हे गाव पिंपरी चिंचवड महानगरपालिकेत सन १९९७ साली समाविष्ट आहेत. मौजे बोपखेल या गावाची विकास योजना महाराष्ट्र शासन,नगर विकास विभाग अधिसूचना क्र.टिपीएस-१८०८/८९४/ सी.आर.क्र.१७२७/ ०९/नवि-१३, दिनांक १८ ऑगस्ट २००९ रोजी मंजूर झाली आहे. मंजूर विकास योजनेनुसार उपरोक्त विषयांकीत प्रस्तावामधील बोपखेल येथील सुमारे ६० आर क्षेत्रामध्ये नाला व १२.५ मी हरीत पट्टा आहे, तसेच उर्वरीत क्षेत्र विदेश संचार निगम लिमिटेड (VSNL) करीता सार्वजनिक व निमसार्वजनिक विभागात समाविष्ट आहे.

प्रस्तावासोबत सादर केलेला मौजे बोपखेल येथील स.नं १३३ व १३६ ते १४१ मधील ३५.७२ हे.आर क्षेत्राचा ७/१२ उतारा सादर केला आहे. ७/१२ उता-यानुसार विदेश संचार निगम लिमिटेड(VSNL) ची जागा ही टाटा कम्युनिकेशन लि. कडे हस्तांतरीत झालेली दिसून येते. Ministry of Housing and Urban Affairs (MoHUA) तर्फे Scheme of Arrangement and Reconstruction राबविणेकरीता टाटा कम्युनिकेशन लि. व हेमीस्फेयर प्रॉपर्टीज इंडीया लिमिटेड (HPIL) यांचे De-merger order होऊन टाटा कम्युनिकेशन लि. कडील उक्त क्षेत्र हेमीस्फेयर प्रॉपर्टीज इंडीया लिमिटेड (HPIL) यांचेकडे हस्तांतरीत करणेत आले आहे, असे Handing Over/Taking Over कागदपत्रानुसार दिसून येते. त्यानुसार दि.२२/११/२०२२ रोजीचे फेरफार क्र.४६०० द्वारे ७/१२ उता-यावर हेमीस्फेयर प्रॉपर्टीज इंडीया लिमिटेड (HPIL) यांचे नाव लावणेत आले आहे.

एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली मधील नियम क्र.४.१(v) ची तरतूद खालीलप्रमाणे आहे,

4.1(v) Discontinuance of Zoning in pursuance of existing use – If any land is shown in Public Semi-Public zone or Public Utility Zone because of the activity that existed there

or otherwise, such lands shall be deemed to have been shown in the adjacent predominant Zone after such activity ceases to exist, unless otherwise prohibited

मंजूर विकास योजनेमध्ये VSNL करीता सार्वजनिक व निमसार्वजनिक विभागात असलेल्या क्षेत्राची मालकी टाटा कम्युनिकेशन लि. व तदनंतर दि.२२/११/२०२२ रोजीचे फेरफार क्र.४६०० द्वारे हेमीस्फेयर प्रॉपर्टीज इंडीया लिमिटेड यांचेकडे हस्तांतरीत झालेने मुळ VSNL करीताचा वापर राहिलेला नाही. त्यामुळे मौजे बोपखेल येथील स.नं १३३ व १३६ ते १४१ या हेमीस्फेयर प्रॉपर्टीज इंडीया लिमिटेड यांचे मिळकतीमधील मंजूर विकास योजनेतील सार्वजनिक निम-सार्वजनिक विभाग एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली मधील नियम क्र.४.१(v) नुसार मंजूर विकास योजनेतील लगतच्या रहिवास या प्रामुख्याने (Predominant) असलेल्या भूवापरानुसार दर्शविला आहे, असे गृहीत धरता येईल.

सबब मी आयुक्त, पिंपरी चिंचवड महानगरपालिका, पिंपरी, पुणे वरील प्रमाणे मौजे बोपखेल येथील स.नं १३३ व १३६ ते १४१ मधील एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली मधील नियम क्र.४.१(v) नुसार सोबतचे नकाशावर दर्शविलेले सार्वजनिक निम-सार्वजनिक विभागाऐवजी लगतच्या (Predominant) रहिवास विभागात वापर करणेस व त्यानुसार बांधकाम परवानगी विभागाने पुढील योग्य ती कार्यवाही करणेकरीता, या आदेशान्वये मान्यता देत आहे.

अट: उक्त बोपखेल येथील प्रस्तावित रहिवास वापर विभागातील ३५.७२ हे.आर क्षेत्र विचारात घेता, वरीलप्रमाणे UDCPR मधील विनिमयानुसार विभाग बदल करून रहिवास वापर अनुज्ञेय करताना, लगतच्या मंजूर विकास योजनेमधील रस्त्यांची सलगता दर्शवून, रस्ते प्रस्तावित करणे आवश्यक आहे. तसेच, रहिवास वापर अनुज्ञेय करताना सोयी-सुविधांसाठी किमान १० % खुल्या स्वरूपाच्या व किमान १५ % सुविधा भूखंडाच्या स्वरूपाच्या जागा नामनिर्देशित करणे नियोजनदृष्ट्या आवश्यक राहिल.



आयुक्त

पिंपरी चिंचवड महानगरपालिका
पिंपरी-१८.

प्रत-

- १) मा.प्रधान सचिव(नवि-१), नगर विकास विभाग, मंत्रालय, मुंबई
- २) मा.संचालक, नगररचना, महाराष्ट्र राज्य, पुणे
- ३) सह संचालक, नगररचना, पुणे विभाग, पुणे
- ४) उपसंचालक, नगररचना, विकास योजना विशेष घटक, पिंपरी चिंचवड महानगरपालिका
- ५) सहायक संचालक, नगररचना, पुणे शाखा, पुणे
- ६) शहर अभियंता, बांधकाम परवानगी विभाग, पिंपरी चिंचवड महानगरपालिका
- ७) हेमीस्फेयर प्रॉपर्टीज इंडीया लिमिटेड (HPIL)