

**IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION**

**I.A. NO. OF 2023**

**IN**

**WRIT PETITION (CIVIL) NO. 188 of 2004**

**IN THE MATTER OF:**

M/S Raiganj Consumer Forum

...Petitioner

Versus

Union of India &Ors.

...Respondents

**AND IN THE MATTER OF:**

Sh. Kailash Agarwal  
S/o Sh. Surajmalji Agarwal.  
Address at 2509, Gokulganj, Mhow,  
District Indore, M.P.

... Applicant

**APPLICATION FOR DIRECTIONS**

Filed by;



**(ARJUN GARG)**

Counsel for the Applicant  
F-2, 2<sup>nd</sup> Floor, Lajpat Nagar-III  
New Delhi – 110024  
Mob. No. 9971796913  
Email: [arjun.garg@agalaw.in](mailto:arjun.garg@agalaw.in)

PLACE: NEW DELHI  
DATED: 30.09.2023

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Sh. Kailash Agarwal  
S/o Sh. Surajmalji Agarwal.  
Address at 2509, Gokulganj, Mhow,  
District Indore, M.P.

**....Applicant**

**APPLICATION FOR DIRECTIONS**

To,

The Hon'ble Chief Justice  
And His Companion Justices of the  
Hon'ble Supreme Court of India

The humble application of the  
Applicant above named

**MOST RESPECTFULLY SHEWETH:**

1. The Applicant herein has filed an accompanying application seeking impleadment Petitioner in the captioned petition (**Petition**) pending before this Hon'ble Court.

2. The captioned writ petition along with the other petitions and transferred cases are pending adjudication before this Hon'ble Court wherein this Hon'ble Court is adjudicating the grievance of 1.4 Lacs approx. investors of Golden Forest India Ltd. (*hereinafter referred to as GFIL*) and its subsidiaries which had raised funds from innocent investors and later on duped them by siphoning off the funds.
3. This Hon'ble Court vide order dated 19.08.2004 constituted the Hon'ble Committee Golden Forests (India) Limited (hereinafter referred to as "the Committee") consisting of a Retired Judge of this Hon'ble Court and an officer to be nominated each by the Reserve Bank of India (RBI) and Securities and Exchange Board of India (SEBI). The Committee was required to take into its custody all the assets of the company (*Golden Forest India Ltd.*), wherever they may be, to issue advertisements in newspapers calling upon all creditors of the Company to submit the claim(s) before the Committee. A true copy of the order dated 19.08.2004 passed by this Hon'ble Court in W.P. No. 188/2004 is annexed herewith and marked as **ANNEXURE A-1.**[Page No. 16 to 21]
4. It is pertinent to note that the property/ land in question is, 13.091 hectares of land situated in Neuguradia, Tehsil Mhow, District Indore, Madhya Pradesh comprised of Survey No.81/1, 91/1, 97, 98/1, 99/1, 99/3, 110/1, 110/3.

5. The said land was originally purchased by eight persons namely (1) Babubhai S/o Amirram Bhai, (2) Rohit Kumar S/o Naryandas, (3) Sanjay S/o Hariprasad (4) Kaushik Bhai S/o Chhotu Bhai, (5) Pinkam S/o Dinesh Chandra Shah, (6) Gulab Bhai S/o Chhotu Bhai (7) Dalsukh Bhai S/o Kunbharji Bhai and (8) Hansmukh Bhai S/o Magan Bhai (*hereinafter referred as previous owners*) through a registered Sale Deed 1-A/2127 dated 24.08.2004, which clearly states that there is no lien or legal proceedings pending in any Court of Law. A True translated copy of the registered 1-A/2127 dated 24.08.2004 is annexed herewith and marked as **ANNEXURE A-2.[Page No. 22 to 36]**
6. Thereafter, the land purchased by previous owners was transferred in their name through a mutation order passed by Upper Tehsildar Court, Dr. Ambedkar Nagar, Mhow by Rajasva Prakran No. 1/A/6/2010/-11. A true translated copy of the Mutation Order 1/A/6/2010/-11 is annexed herewith and marked as **ANNEXURE A-3.[Page No. 37 to 39]**
7. That out of these eight previous owners, five of them acting through power of attorney, sold their portion of the land admeasuring 8.138 Hectares to M/s Advantage Equifund Pvt. Ltd. (AEPL) through registered Sale Deed A-1/Vol No.3349/ Page No. 95-103/S No. 219dated 09.05.2011. A true translated copy of the registered Sale Deed A-1/Vol No. 3349/ Page No. 95-103/S No. 219 dated 09.05.2011 is annexed herewith and marked as **ANNEXURE A-4.[Page No. 40 to 53]**

Survey No.	Area (Hectare)
88/1	3.018
91/1	2.553
97	0.219
98/1	1.564
99/1, 99/3	0.629
110/1	0.200
<b>Total</b>	<b>8.183</b>

8. That the name of M/s Advantage Equifund Pvt. Ltd. was mutated in the revenue books records of the lands purchased by it and a *Bhuadhikarrin Pustika* was issued. A true translated copy of the registered *Bhuadhikarrin Pustikais* annexed herewith and marked as **ANNEXURE A-5.** [Page No. 54 to 57]
9. That, after the death of Dalsukh Bhai S/o Kunbharji Bhai (*one of the previous owners*), his portion was transferred to his legal heirs Vijyaben W/o Late Dalsukh Bhai and Kokilaben D/o Dalsukh Bhai. The mutation order in favour the abovementioned heirs of Late Dalsukh Bhai was passed on 13.03.2012 through RajasvaPrakran N0. 3/A-6/2011-12. A True translatedcopy of mutation order passed on 13.03.2012 through Rajasva Prakran N0. 3/A-6/2011-12 is annexed herewith and marked as **ANNEXURE A-6.** [Page No. 58 to 59]

10. That the legal heirs of deceased, Vijyaben W/o Late Dalsukh Bhai and Kokilaben D/o Late Dalsukh Bhai, sold their portion of the Land admeasuring 3.288 Hectares to Mishra & Mishra Realty Pvt. Ltd. through two registered sale deeds dated 31.03.2012 and 21.09.2012 respectively. It is pertinent to note that the said sale deeds mention that there are no dispute with respect to ownership and possession of land pending before any Court. The name of Mishra & Mishra Realty Pvt. Ltd. was mutated in the revenue records and a *BhuadhikarrinPustika* was issued.

The True translated Copy of the registered Sale Deed dated 31.03.2012 is annexed herewith and marked as **ANNEXURE A-7.** [Page No. 60 to 72]

<b>DETAILS OF LAND SOLD</b>	
<b>Sale Deed dated 31.03.2012</b>	
<b>Survey No.</b>	<b>Area (Hectare)</b>
88/1	1.829
110/1/2, 110/3	0.954
Total	2.783
<b>Sale Deed dated 29.09.2012</b>	
99/1/2, 99/3/2	0.454
110/1/2, 110/3	0.051
Total	0.505

A True translated Copy of the registered *Bhuadhikarrin Pustikais* annexed herewith and marked as **ANNEXURE A-8.** [Page No. 73 to 76]



11. That, Gulab Bhai (*previous owner*) sold his portion of the land being survey No. 99/1,99/3,110/3,110/1/2 and 110/3 admeasuring 1.646 Hectares to the Applicant vide registered sale deed dated 04.09.2012, Vol No. 3723/s.No.1786. A true translated copy of registered sale deed dated 04.09.2012, Vol No. 3723/s.No.1786 which is annexed herewith and marked as **ANNEXURE A-9.** [Page No. 77 to 88]
12. Thereafter, the name of the Applicant was mutated in the revenue records of the land by it and a *Bhuadhikarrin Pustika* was issued. A True translated Copy of registered *Bhuadhikarrin Pustika* mentioning the name of the Applicant is annexed herewith and marked as **ANNEXURE A-10.** [Page No. 89 to 91]
13. That the applicant is the owner and in possession of land bearing Survey no.99/3, 99/1, 110/1/2, 110/3 *Peki* having area of about 1.646 Hectares situated at Village Neuguradiya, Tehsil Dr.Ambedkar Nagar-Mhow, District Indore (M.P.) (“*the suit land*”). The suit land was purchased by the applicant after paying the complete consideration amount of about Rs.30,00,000/- through Cheques and a registered sale deed was executed on 04.09.2012 by paying Stamp Duty and other charges of about Rs.3,50,000/- and registered at serial no. 1- A/ 1786 on 26.10.2012 at Sub-registrar’s office Mhow.
14. Mishra & Mishra Realty Pvt. Ltd. herein, out of its total 3.288 hectare of land, sold a part it, being 1.515 hectares to M/s Multy

Innovative Educational & Research Society (MIERS) vide sale deed No.MP 179092016A1071480 dated 10.02.2016. Thereafter, the name of MIERS society was mutated in the revenue records. A True translated copy of sale deed No.MP 179092016A1071480 dated 10.02.2016 is annexed herewith and marked as **ANNEXURE A-11.** [Page No. 92 to 102]

15. It is submitted that the society applied for a change of land use and after confirmation, constructed a school on the said land after procuring a loan. It is pertinent to note that no objection was raised by any of the government authorities for the same.
  
16. In furtherance, the committee issued a Show Cause Notice No.COM/ CHD/ P-MP-12/ 2021/ 108 dated 05.02.2021 against the Previous Owners and M/s Advantage Equifund Pvt. Ltd. and in reference to the said Notice an order was passed by the committee directing the entire property of Padampura Construction Pvt. Ltd. admeasuring 19.421 to be taken possession of by the Committee and liberty was given to Advantage Equifund Private Ltd. (AEPL) shall have an opportunity to get the above transaction regularized by depositing the circle rate for the year 2021-22 on 8.349 Hectare with the Committee, within 1 month from the date of confirmation of the order by this Hon'ble Court. A copy of order dated 07.03.2022 passed by the committee is annexed herewith and marked as **ANNEXURE A-12.** [Page No. 103 to 118]

17. It is submitted that the committee issued a warrant of Possession No. COM/ CHD/ P-MP-12/ 2022/ 127 dated 09.05.2022 for taking over the possession of the disputed land for and on behalf of the committee. It is pertinent to mention herein that the Applicant is the owner and in possession of the land that was purchased by the Applicant from the previous owners.
18. It is submitted that a representation was filed by the Applicant with reference to the Warrant of Possession COM/ COM/ CHD/ P-MP-12/2022/127 dated 09.05.2022. A true typed copy of the Representation filed by the Applicant dated 14.06.2022 is annexed herewith and marked as **ANNEXURE A-13.** [Page No. **119 to 121**]
19. Thereafter, the Committee issued a Notice of appearance to the Applicant dated 22.06.2022. A true typed copy of the representation dated 22.06.2022 is annexed herewith and marked as **ANNEXURE A-14.** [Page No. **122**]
20. The Applicant filed its written submissions dated 24.08.2022 before the Committee. However, the Committee passed an order dated 31.08.2023 rejecting the representation made by the Applicant, holding that there is no parity with the case of M/s Advantage Equifund and MIRES. A true typed copy of the order dated 31.08.2023 passed by the committee is annexed herewith and marked as **ANNEXURE A-15.** [Page No. **123 to 126**]

**GROUNDS**

**A. BECAUSE**, the Applicant is a bonafide purchaser of the property being survey no. 99/3, 99/1, 110/1/2, 110/3 *Peki* having an area of 1.646 Hectares situated at Village Neuguradiya, Tehsil DrAmbedkar Nagar-Mhow, District Indore (M.P) for a valuable consideration amount Rs.30,00,000/- through Cheques and a registered sale deed was executed on 04.09.2012 by passing stamp Duty and other charges of about Rs.3,50,000/- and registered at serial no. 1-A/1786 on 26.10.2012 at Sub-registrar's office Mhow.

**B. BECAUSE**, the Hon'ble Committee failed to appreciate that that the Applicant has had a clean and independent title over the land in question.

**C. BECAUSE**, the Applicant has done their due diligence while purchasing the property in question and there were no embargo on the sale of property which is evident from the records of the revenue entries.

**D. BECAUSE**, the Hon'ble Committee failed to appreciate that the Applicant is a bona fide purchaser and had bought the property in question by paying lawful consideration yet, its inclusion in the list of attached land is unjust.

**E. BECAUSE**, the Applicant is a bonafide purchaser of the property in question, as has paid full consideration before the

commencement of legal proceedings. The Applicant has had peaceful possession and has been in actual possession thereof.

**F. BECAUSE**, the restraining order imposed on the properties of Golden Forests (India) Limited and its subsidiary companies had neither been under the knowledge nor it came into the picture while exercising the due diligence by the Applicant.

**G. BECAUSE**, the Applicant is in possession of land bearing survey no. 99/3, 99/1, 110/1/2, 110/3 *Peki* having an area of 1.646 Hectares situated at Village Neuguradiya, Tehsil DrAmbedkar Nagar-Mhow, District Indore (M.P).

**H. BECAUSE**, the Hon'ble Committee has failed to appreciate that the authorities has remained silent at the time of registration of the sale deed and at the time of granting the mutation order.

**I. BECAUSE**, the Hon'ble Committee ought to have considered that there was a complete absence of information in judicial records or in public knowledge with regard to any restraint on the transfer of the property. There was no material with the any party either at the stage of entering into the transaction or at any stage thereafter, till the issuance of the Warrant of Possession, to infer that sale were prohibited.

**J. BECAUSE**, the Hon'ble Committee ought to have considered that the Applicant stands on parity with the cases of

M/s Advantage Equifund Ltd. and MIREs of the order dated 07.03.2022 as they were granted relief on account of being unaware of the restraining order which was been passed by this Hon'ble Court. Thus, the parity ought to have been applied for the Applicant as AEPL and MIREs, since all are the purchasers of land with valuable consideration.

**K. BECAUSE**, this Hon'ble Court in *Hari Singh vs. State of Haryana [1993 (3) SCC 114]*, while reiterating the doctrine of *stare decisis* held that,

*“10.It is true that system of the justice which is being administered by the Courts, one of the basic principles which has to be kept in view, is that Courts of co-ordinate jurisdiction, should have consistent opinions in respect of an identical set of facts or on question of law. If Courts express different opinions on the identical sets of facts or question of law while exercising the same jurisdiction, then instead of achieving harmony in the judicial system, it will lead to judicial anarchy. But before any such principle is applied it must be held that the earlier order passed by this Court dismissing the Special Leave Petition of the coaccused amounts to a judgment or an affirmance of the findings of the High court, about the manner of the occurrence, participation of the different accused persons and the nature of offence committed by them.*

- 21.** That no other similar application or similar petition has been filed by the Applicant before this Hon'ble Court or any other Court.

22. That the Applicant seeks to add or amend any other ground which may be relevant for the adjudication of the instant Writ Petition in the interest of justice.

### **PRAYER**

In view of the aforesaid facts and circumstances and on the grounds mentioned herein above, it is most respectfully prayed that this Hon'ble Court may graciously be pleased to:

- (a) Pass an appropriate order/ orders or directions to quash the order passed by the committee dated 31.08.2023;
- (b) Stay the effect and operation of the impugned order dated 31.08.2023 passed by the Hon'ble Committee;
- (c) Pass an appropriate order/ orders or direction to quash the Warrant of Possession No.COM/ COM/ CHD/ P-MP-12/ 2022/ 127 passed by the committee dated 09.05.2022.
- (d) Restrain the competent authorities from taking possession of land bearing survey no. 99/3, 99/1, 110/1/2, 110/3 *Peki* having an area of 1.646Hectares situated at Village Neuguradiya, Tehsil DrAmbedkar Nagar-Mhow, District Indore (M.P);
- (e) Pass an *ad-interim* order in terms of Prayers (a) and (d) till the pendency of the present Application; and

(f) Any other and further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case and in the interest of justice.

**AND FOR SUCH ACT OF KINDNESS THE APPLICANT AS IS DUTY BOUND SHALL EVER PRAY.**

Filed By:



**(ARJUN GARG)**  
Advocate for Applicant

New Delhi.  
Filed on: 30.09.2023



IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION

I.A. NO. OF 2021

IN

WRIT PETITION (C) No. 188 OF 2004

S.No. 2376/2023

Date.....

12 SEP 2023

BETWEEN:

M/s Raiganj Consumer Forum

... Petitioner

A N D

Union of India&Ors.

... Respondents

AND IN THE MATTER OF:

Shri Kailash Agarwal

... Applicant

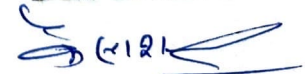
A F F I D A V I T

I, Kailash Agarwal S/o Shri Surajmalji Agrawal aged about 73 years, R/o House No. 2509, Gokulganj, Mhow, District - Indore, M.P. presently at Indore do hereby solemnly affirm and state as under:-

1. That I am the Applicant in the above petition and as such conversant with the facts of the present case and competent to file this Affidavit.
2. That I have read and understood the contents of accompanying Direction. I say that what is stated therein is true to my knowledge and belief and based on the office record.
3. Annexures filed with the application are true copies of their respective originals.

M  
NOTARY  
MOHAN SINGH RAGHUVANSHI  
MP/23/08/MHOW/04/21-B(2)2023  
Teh. MHOW Distt. Indore

DEPONENT



12 SEP 2023



**VERIFICATION:**

I, the deponent abovenamed, do hereby verify that the contents of paras 1 to 3 of my above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at ..MHOW.. on this the ..... day of ..12 SEP. 2023 2023.

**DEPONENT**



12 SEP 2023

sworn before me on the  
be...Kanabadi Agrawal  
Who has been identified be.....  
Who is personally known to me  
Whose Signature (s) is/are here  
& appended

Dr. Suresh Malvi  
As 2nd Ag. Counsel  
Mhow Dist Indore  
(Adv)

**NOTARY**  
MOHAN SINGH RAGHUVANSHI  
MP/23/08/MHOW/04/21-B(2)2023  
Teh. MHOW Distt. Indore

12 SEP 2023

ANNEXURE A/1

T.C.(C)No. 2 OF 2004

ITEM No.2

Court No. 3

SECTION XVIA

**S U P R E M E C O U R T O F I N D I A**

## RECORD OF PROCEEDINGS

T.C. (Civil) No. 2/2004

THE SECURITIES &amp; EXCHANGE BD. OF INDIA      Petitioner (s)

VERSUS

THE GOLDEN FORESTS (I) LTD.      Respondent (s)

(With Office Report)

With

**T.C. (Civil) No. 68 of 2003**

(With Appln. for directions)

**W.P. (C) 188 of 2004**

Date: 19/08/2004 These Petitions were called on for hearing today.

**CORAM:****HON'BLE MR. JUSTICE S.N. VARIAVA****HON'BLE MR. JUSTICE G.P. MATHUR**

For Petitioner(s)    Mr. Bhargava V.Desai, Adv.  
                                 Mr. Sanjeev Kumar Singh, Adv.  
                                 Mr. Pradeep Kumar Malik, Adv.  
                                 Ms. Naresh Bakshi, Adv.  
                                 Mr. Ranjan Mukherjee, Adv.

For Respondent(s) Ms. Naresh Bakshi, Adv.

Mr. K.C.Dua, Adv.  
Mr. Parthapratim Chaudhuri, Adv.  
Mr. K.S.Rana, Adv.  
Ms. Kiran Suri, Adv  
Mr. Himanshu Bhuttan, Adv.  
Ms. Amrita Swarup, Adv.  
Mr. Vikas Jain, Adv.  
Mr. Neeraj Sharma, Adv.  
Mr. Raja Bahadur Singh, Adv.  
Mr. Gaurav Dhingra, Adv.  
Mr. M.C. Dhingra, Adv  
Mr. Ranjan Mukherjee, Adv.  
Mr. Aditya Kumar Chaudhary, Adv.  
Mr. Neeraj Kumar Jain, Adv.  
Mr. Bharat Singh, Adv.  
Mr. Sanjay Singh, Adv.  
Mr. Ugra Shankar Prasad, Adv  
Mr. N.R.Choudhury, Adv.  
Mr. Somnath Mukherjee, Adv  
Ms. Minakshi Vij, Adv  
Mr. Rabi N.Raut, Adv.  
Ms. V.D.Khanna, Adv.  
Ms. Nirmala Gupta, Adv. for M/S I.M. Nanavati Associates  
Mr. Kh. Nobin Singh, Adv  
Mr. Gireesh Kumar, Adv.  
Ms. Suruchii Aggarwal, Adv.  
Mr. Ashim Aggarwal, Adv.  
Mr. Subramonium Prasad, Adv  
Mr. Abhijit Sengupta, Adv.  
Mr. Pijush K.Roy, Adv.  
Mr. G. Ramakrishna Prasad, Adv  
Mr. Alok Gupta, Adv.  
Mr. Tara Chandra Sharma, Adv.  
Ms. Neelam Sharma, Adv.  
Mr. S.Wasim A.Qadri, Adv.  
Mr. Mohd. Saud, Adv.  
Mr. L.R.Singh, Adv.

UPON hearing counsel the Court made the following

**ORDER**

The Court appointed a Committee consisting of Justice K.T.Thomas, Retired Judge of the Supreme Court of India; an officer nominated by the Reserve Bank of India (RBI) and an officer nominated by the Securities & Exchange Board of India (SEBI) and passed certain directions in terms of the signed order.

Office to forward a copy of this Order to the Chairman of the Committee.

All the Transfer Petitions to be listed after one month.

Anita

(Radha R.Bhatia)  
Court Master

(Signed Order is placed on the file.)

**IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION  
TRANSFERRED CASE (CIVIL) NO. 2 OF 2004**

THE SECURITIES & EXCHANGE BOARD OF INDIA ... Petitioner  
(s)

Versus

THE GOLDEN FORESTS (I) LTD. ... Respondent(s)

WITH

TRANSFERRED CASE (CIVIL) NO. 68 OF 2003

AND WRIT PETITION (CIVIL) NO. 188 OF 2004

**ORDER**

We hereby appoint a Committee consisting of Justice K.T.Thomas, Retired Judge of the Supreme Court of India; an officer nominated by the Reserve Bank of India (RBI) and an officer nominated by the Securities & Exchange Board of India (SEBI). The Committee will be headed by Justice K.T.Thomas. The officers of RBI and SEBI must be deputed full time for the purpose of functioning of this Committee. The salary and other perks which they are entitled must be continued to be paid to them by RBI and SEBI. SEBI to provide to the Committee secretarial staff and an office at Mumbai.

The Chairman of the Committee is at liberty to appoint a Chartered Accountant of repute to assist the Committee in its functioning.

The Committee shall take into its custody all assets of the Company, wherever they may be. For the purpose of enabling the Committee to take charge of the assets all authorities including the Police, District Magistrates etc. are directed to give all necessary assistance. The Committee to issue advertisements in such newspapers as they consider fit calling upon all creditors of the Company to submit their claim/s before the Committee at the address to be specified in the advertisement. In selecting the newspapers, we are sure that the Committee will keep in mind the fact that creditors are from all over India and many are from remote areas.

After realization of the assets and scrutinization of the claims, the Committee to put up a Report before this Court. As far as possible such Report to be put up within six months from today.

The Provisional Liquidator appointed by the Punjab & Haryana High Court and the Receiver appointed by the Bombay High Court or any other person appointed by any other Court shall stand discharged at the

end of this month. They are requested to hand over to the Committee all books, papers and assets of the Company in their possession as expeditiously as possible and in any event before the end of this month.

The Committee may have to visit and function in many different places. Where the Company has an office, the Committee will be entitled to use those offices for the purposes of its work. We are told that a large number of Fixed Deposits are standing in the name of the Provisional Liquidator appointed by the Punjab and Haryana High Court. We are informed that they are maturing in future. The Deposit Receipts to be handed over to this Committee however they may continue to remain in the name of the Provisional Liquidator till the date of their maturity. As and when the deposits mature the Provisional Liquidator to cooperate in getting them transferred into the joint names of the Committee members. In the meantime, Provisional Liquidator not to alienate or encumber the receipts in any manner.

The Provisional Liquidator will be entitled to draw remuneration as per the Order of the Punjab & Haryana High Court till the end of this month.

The Chairman of the Committee will be entitled to receive, from the bank account of the Company a per month remuneration equal to his last drawn salary. The Chairman will also be entitled to travelling and other expenses.

The Committee will be entitled to appoint staff as required by it and also for safeguarding assets which may be taken possession of.

Liberty to the Committee to approach this Court.

As the Provisional Liquidator has gained knowledge by now, the Committee may consult with him prior to his discharge. The Committee is requested to hold its first meeting at the office of the Company in Chandigarh on or before 30<sup>th</sup> August, 2004.

Intimation of date and time of the meeting to be given to the Provisional Liquidator who is re requested to remain present at the meeting. The Provisional Liquidator is requested to ensure that possession of the office at Chandigarh is taken before 30th August, 2004 if necessary, with police help. Police is directed to give assistance in this behalf. The Provisional Liquidator is requested to ensure that at least one room is usable in the office premises before the date of the 1<sup>st</sup> meeting.

The representative of SEBI and RBI to contact the Chairman forthwith by obtaining his address and telephone number from the Registry of this Court. Office to forward a copy of this Order to the Chairman of the Committee.

All the Transfer Petitions to be listed after one month.

.....J. (S.N.Variava)

.....J. (G.P.Mathur)

New Delhi,

August 19, 2004

//TRUE TYPED COPY//



## ANNEXURE A/2

## SALE DEED OF AGRICULTURAL LAND

Stamp Duty : Rs. 2,79,280.00

Panchayat Fees : Rs. 34,910.00

Cess : Rs. 13,964.00

Additional Stamp : Rs. 1.00

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Total: Rs.3,28,155.00

Farmer Rin Pustika No 11905

Patwari Halka No. 23

Agricultural land of Village- Neuguradiya, Tehsil- Mhow, District-  
Indore, market value Rs.34,91,000/-, value according to guideline  
rates Rs.34,91,000/-.

Padampura Construction Pvt. Ltd.

NH-22, Near Ambala, Tehsil- Rajpura

District- Patiala, Punjab (Head Office)

Through Authorized Representative & Signatory

Sh. AbhayKumar S/o Dwarika Prasad Sharma

R/o Geetanjali Colony, Killa Pardi

District- Balsar (Gujarat)

...Seller

AND

1. Babubhai S/o Ameerambhai Joshi, R/o Shankeshwar, Tehsil-Sami, District- Patan, Gujarat.
2. Rohit Kumar S/o Narayan Das Acharya, R/o 4, Vivekanand Society, behind Dwarikapuri, Surendra Nagar, Gujarat.
3. Sanjay S/o Hariprasad Bhatt, R/o Bhawanikunj, Lalji Madhavji Street, Kalwa Chowk, Jungarh, Gujarat.
4. Kaushikbhai S/o Chhotabhai, R/o C-13, Triveni Society, Subhanpura, Vadodara, Gujarat.
5. Pinakim S/o Dineshchandra Shah, R/o Madahvgiri Ki Khadki, Bhadrwa, Tehsil- Sanvli, District- Vadodara, Gujarat.
6. Gulabbhai S/o Chhotubhai Lad, R/o Shivanjali Society, Nursery Road, Billimora, District- Navsari, Gujarat.
7. Dalsukh Bhai S/o Kumbharji Bhai Master, R/o Krishanguban, Garba Chowk, Junavanaj, Ahmedabad, Gujarat.
8. Hasmukh Bhai S/o Maganbhai Patel, R/o Bempur, Post-Mahiyapur, Tehsil- Malpur, District- Sabarkantha, Gujarat.

....Purchasers

Executant of this Sale Deed after receiving full sale consideration is Padampura Construction Private Limited, 832-34, Manimajara, Chhandigarh, U.T. (through Authorized Representative & Signatory) Sh. Abhay Kumar S/o Deep Prasad Sharma, R/o Geetanjali Colony, Tehsil & District- Valsad, Vadodara (Gujarat), hereinafter called as "Seller" in this Deed, which expression shall include all its representatives, assignees, executors and attornees etc.

After payment of full sale consideration, the persons who have got executed this Sale Deed in their favour are 1. Babubhai S/o Samirabhai Joshi, 2. Rohit Kumar Narayandas Acharya, 3. Sanjay S/o Hariprasad Bhatt, 4. Kaushikbhai S/o Chhotabhai, 5. Pinakim S/o Dineshchandra Shah, 6. Gulabbhai S/o Chhotubhai Laad, 7. Dalsukh Bhai S/o Kumbharji Bhai Master, 8. Hasmukhbhai S/o Maganbhai Patel, wherein after called as "Purchasers" which expression shall include all their representatives, assignees, executors and attornees etc.

1. Whereas, the agricultural land under the sole ownership and possession of Seller being situated in Patwari Halha No. 23, Village- Neuguradiya, Tehsi- Mhow, District- Indore, is recorded in the name of Seller in revenue Records, therefore, I i.e. Seller am competent as per law to transfer the said agricultural land in favour of any other person.
2. That, the details of aforementioned agricultural land mentioned in aforesaid Para-1, are irrigated and unirrigated, and it's details are as under:-

S. No.	Survey Nos.	Area	Revenue Rent	Irrigated	Unirrigated	Charnoi
1.	81/1	3.018	24.98	3.000	0.018	-
2.	91/1	2.523	20.13	-	2.523	-
3.	97	0.219	1.48	-	-	0.219
4.	98/1	1.564	6.68	-	-	1.564
5.	92/1, 99/3	4.142	18.90	-	4.142	
6.	110/1, 110/3	1.62	11.46	-	1.625	-

	Total	13.091		3.000	8.308	1.783
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Name	Account Numbers of Code
1. Babubhai S/o Amirabhai Joshi:-	702236, 1510151, 1441186, 1441192, 1510219, 1510220, 1510216, 1510217, 1447685, 1526453, 1510150, 1441187, 1332762, 1425954, 1510154, 1441193, 1441188, 1441191, 1510152, 1510155, 1441189, 1441199.
2. Rohit Kumar Narayandas Acharya:-	703002, 703003,703004,703008, 703009,703010,702201,702223, 702224, 702228,702229,702230,702225, 1441141, 1441148, 1441152, 1441160, 1431004, 1431007, 1431008, 1431009, 1431010, 1431006, 1431003, 1140271, 1007577, 1510231, 1510236, 1510238, 1510250, 1510251, 1510262, 34664, 88252, 34774, 26226, 34702, 88118, 88212, 703001,1441143, 1441145, 1441146,

	1441154, 1441155, 1441662, 1441164, 1510237, 1510238, 1510239, 1510240, 1510241, 1510242, 1510243.
3. Sanjay S/o Hariprasad Bhatt	854636, 1389000, 1389070, 854607, 854609, 854611, 1388973, 854603, 1389030, 88657, 1492935, 1426219, 88659, 854614, 854604, 1492436, 1492937, 1492930, 845901, 1492908, 854617, 88690, 88685, 88660, 88670, 356306, 356308, 356311, 356333, 356331, 356330, 778141, 1326220, 1326222, 1492902, 88683, 778107, 778122, 778113, 88663, 1467256, 356309, 356307, 356310, 356320, 356327, 356329, 356331, 356332, 1326317, 359277, 1389001, 1389006.
4. Kaushikbhai S/o Chhotabhai	115376, 144113, 1441114, 1441115, 1153775, 1150717, 1153773, 1153777, 1153778, 1153772, 1441106, 1153766, 1441171, 1441112, 1152126.

5. Pinakim S/o Dineshchandra Shah:	708653, 1441484 1443131, 1443131, 1443133, 1150717, 1443136, 1443137, 1443138, 1443139, 1526231, 1150572, 1153735, 1441481, 1526251, 1441482, 1441485, 702671.
6. Gulabbhai S/o Chhotubhai Laad :-	88808, 888100, 88112, 888113, 888115, 888116, 888117, 888118, 888119, 1071524, 1071725, 1071532, 1071533, 1071594, 1071611, 1071762, 1071763, 1071795, 1431859, 1431860, 1431694, 1431925, 1501205, 1501405, 1501441, 1401453, 1501516, 1431657, 87363, 1500955, 454631, 1501268, 1500769, 1501204, 1501207, 888100, 888130, 1071568, 1432136, 1432031, 1432033, 1432034, 1432035, 1431745, 1431744, 887837, 888271, 1071506, 1071629, 1431716, 1071653, 1071657, 1071654, 1431978, 1431981, 1431982, 1500702, 1500703, 1500813,

1500961, 1501505, 689833, 826392, 926393, 690198, 890876, 1431585, 888003, 1501317, 1432059, 1500951, 1431676, 1571502, 1431705, 1531658, 1071528, 1432053, 828282, 1071566, 888280, 888055, 888046, 1500957, 887807, 1071634, 1071699, 1432883, 1071569, 1431613, 1532096, 1432151, 1071502, 150317, 889841, 888112, 1071598, 1431924, 1431650, 1071685, 1431723, 151231, 151235, 437652, 437660, 1200731, 1200733, 1458684, 690882, 88827, 888279, 1071672, 1500773, 1500769, 1501268, 888099, 1071813, 1500771, 143612, 1500725, 1071593, 690757, 887807, 888123, 888261, 888187, 888188, 1431665, 1501115, 1501455, 1071766, 1500783, 1500815, 1500809, 1501426, 888262, 1431814, 1500806, 1500807, 1071766,
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	1500783, 1500815, 1500809, 1501426, 888262, 1431814, 1500806, 1500807, 1531642, 1071606, 1431584, 1431594, 1431640, 1431759, 1431766, 1431795, 1431830, 1431853, 1431937, 1459006, 1500955, 1501267, 659823, 689816, 700474, 888012, 889816, 1071664, 1152536, 1200421, 1233143, 689825, 689826, 689827, 1531967, 1500752, 1500781.
7.Dalsukh Bhai S/o Kumbharji Bhai Master:-	34376, 88686, 778330, 1203148, 1203041, 359308, 1203134, 1203100, 87693, 778303, 778333, 778334, 778335, 778336, 778338, 778339, 778340, 779311, 778312, 778313, 778314, 778315, 778316, 778317, 778318, 779819, 778320, 778321, 778322, 778323, 778326, 779328, 778328, 778331, 778305, 778306, 778308, 778309, 778310, 8761, 778301, 1203029, 77695, 1203031, 1203030,

	87684, 778230, 87665, 1203147, 87692, 1412270, 946640, 35463, 322858, 281521, 829694, 100773, 124788, 124789, 125284, 172076, 359520, 9545489, 1501315, 359310, 88664, 778209, 88665, 77672, 88048, 778227, 1467392, 88662, 545487, 1507315, 778201, 88684, 359009, 222625, 34376, 222525, 88665, 778202, 778205, 77676, 26450, 1203090, 89684, 778804, 925165, 1467392, 1467392, 34991, 1203138, 147065, 77656, 85450, 88681, 87670, 67349, 87693, 3389020, 947267, 87687, 854521, 87330, 88663, 88690, 88660, 88670, 87330, 166765, 359663, 359467, 404698, 854405, 854517, 854520, 854636, 854914, 1388973, 1389051, 359496.
6. Hasmukh Bhai S/o Maganbhai Patel	319088, 655052, 655053, 655080, 655057, 655056, 703301, 703353, 703355,

1431115, 1449850, 1449852, 1504712, 1504713, 1504715, 1504796, 1551051, 1551052, 1551056, 1551057, 1504688, 1550941, 1550942, 1550943, 1550944, 155094, 1550947, 1550948, 1550949, 1551061, 1551062, 703352, 1431112, 1431113, 1431114, 1431116, 1504709, 1504710, 1504711, 1504714, 1504717, 1504718, 1504741, 1504742, 1504743, 154744.
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3. The Seller has received the full sale consideration of the agricultural lands as mentioned in aforesaid Paragraphs 1 and 2, and now, nothing balance is to left to be received from you i.e. Purchasers towards this sale consideration.
4. That, the Seller will be responsible to pay revenue rent, and other government, non-government Taxes etc. and relevant liabilities till date i.e. date of registration. After the date of

registration, the Purchasers will be responsible to pay all payable revenue rent etc.

5. That, the Seller has not executed any Agreement, Mortgaged or Lien the Saleable land to any other person, and no oral or written agreement has also not been executed in favour of any other person for its transfer. The Seller do hereby declares that the aforesaid property has not been transferred in favour of any Local Body, or any Nationalized Bank, Land Development Bank or any other Financial Corporation or any other Cooperative Housing Society through Sale, Gift, Agreement, Mortgage, Guarantee, Lien or towards the simple maintenance decree of any other court in any manner.
6. That, no Appeal, Revision, Review or any other Petition is pending regarding the Saleable land in any Court, Hon'ble High Court or Hon'ble Supreme Court.
7. Whereas, as a result of selling the aforementioned agricultural land by the Seller in favour of the Purchases, the Purchases and all their successors, executors, attorneys, assignees and authorized signatory etc., all those rights and title have now

been vested in the Purchasers due to execution of this Deed. Purchasers will be free to use and consume the aforesaid agricultural lands according to their wishes, as per law.

8. Whereas, the Seller has also handed over the vacant possession of Saleable agricultural land to the Purchasers on the spot in the presence of two witnesses.
9. Whereas, you i.e. Purchasers may get record your names in Government, Non-Government Records in place of the Seller regarding the ownership of aforesaid agricultural land and for this purpose, the Seller will be committed and bound to provide required assistance. That, all the original documents of aforesaid land have been given by the Seller to you i.e. Purchasers for use and consumption.
10. Whereas, from the instant sale transaction, any provision of Urban Land Ceiling & Regulation Act, 1976 does not get violated.
11. That, from the instant sale transactions, the provisions of Section 165(4) of M.P. Land Revenue Code, 1959 also do not get violated.

I i.e. Seller have executed the present Sale Deed voluntarily, with full conscience of mind and without under any undue influence, after reading and understanding the same carefully and I have signed the same in front of two witnesses. So that same could remain as proof and be utilized on time.

Dated 24.08.2004

Indore.

Witnesses:-

1. Sd/- Anil Rathore

Anil S/o Ramniwas

R/o 10, Tarboli Bakhal, Indore.

2. Sd/- Shailendra Singh Chauhan

Shailendra Singh S/o Ramsingh Chauhan

2-9, Nawlakha Complex

Indore.

Signature of Seller

Sd/- illegible

Signature of Purchasers

1. Sd/- illegible
2. Sd/- illegible
3. Sd/- illegible
4. Sd/- illegible
5. Sd/- illegible
6. Sd/- illegible
7. Sd/- illegible
8. Sd/- illegible

According to consent of both the parties

Verified by me

Sd/-

S.M. Nawal

Vishwajeet Nawal (Advocates)

//TRUE TRANSLATED COPY//

## ANNEXURE A/3

**COURT OF ADDITIONAL TEHSILDAR, DR. AMBEDKAR  
NAGAR, MHOW, DISTRICT- INDORE (M.P.)**

Revenue Case No. A-6/2010-11

1. Babubhai S/o Amorabhai Joshi, R/o Shankeshwar, Tehsil - Sami, District- Patan, Gujarat.
2. Rohit Kumar S/o Narayandas Acharya, R/o 4 Vivekanand Society, behind Dwarikapuri Society, Surendra Nagar, Gujarat.
3. Sanjay S/o Hariprasad Bhatt, R/o Bhawanikunj, Lalji Madhavji Street, Kalwachowk, Junagarh, Gujarat.
4. Kaushikbhai S/o Chhotabhai, R/o C-13, Triveni Society, Subhanpura, Vadodara.
5. Pinkis S/o Dineshchandra Shah, R/o Madhavgiri Ki Khadki, Bhadarwa, Tehsil- Sawli, District- Vadodara, Gujarat.
6. Gulabbhai S/o Chhotubhai Laad, R/o Shivanjali Society, Nursery Road, Billimora, District- Navsari, Gujarat.
7. Dalsukh Bhai S/o Kumbharji Bhai Master, R/o Krishnabhuwan, Garba Chowk, Junavanaj, Ahmedabad, Gujarat.



8. Hasmukhbhai S/o Maganbhai Patel, R/o Bampur, Post-Mahiyapur, Tehsil- Malpur, District- Sabarkantha, Gujarat.

....Applicants (Purchasers)

Versus

1. Padampura Construction Pvt. Ltd. NH-2, Near Ambala, Tehsil- RAjapura, District- Patiala, Punjab through authorized Representative & Signatory Sh. Abhay Kumar S/o Dwarika Prasad Sharma, R/o Geetanjali Colony, Killa Pardi, District- Valsad, Gujarat.

...Non-Applicant (Seller)

To,

Patwari Halka No. 23  
Neuguradiya.

Subject: Regarding execution of order.

Vide the order dated 01.11.2010 passed in the present case, it has ordered to do the mutation in the name of Applicants on the basis of registered Sale Deed regarding the land bearing Survey Nos. 81/1, 91/1, 97, 98/1, 99/1, 99/3, 110/1, 110/3 Rakba 3.018, 2.525, 0.219,

1.564, 4.142, 1.625 and Revenue Rent Rs. 24.98, 20.13, 1.48, 6.68, 18.90, 11.46 respectively.

Therefore, by cancelling the name of Non-Applicant from the lands in question, kindly record the names of Applicants in Patwari Records and submit the Compliance Report immediately.

Sd/-

Additional Tehsildar

Dr. Ambedkar Nagar, Mhow

District- Indore, M.P.

//TRUE TRANSLTED COPY//

**ANNEXURE A/4**

Stamp Duty : Rs. 736500.00

Panchayat Duty ; Rs.147300.00

Cess : Rs.36,825.00

Additional Tax : Rs.375.00

Total : Rs.921000.00 Value : Rs.  
1,47,30,000/- (Rupees One Crore Forty Seven Lakhs Thirty  
Thousand Only)

Stamp Duty has been paid on the market value of Rs.1,47,30,000/-.

Sale Deed regarding agricultural land situated in Village-  
Neuguradiya, Block- Mohw, Re. Sa. No.2.

Patwari Halka No. 23 Rin Pu. No. LH-261301

(1) Sh. Babu Bhai S/o S/o Ameerabhai, R/o Rakeshwar, Tehsil-  
Sami, District – Patan (Gujarat), (2) Sh. Rohit Kumar S/o Sh.  
Narayandas Acharya, R/o 4, Vivekanand Society, behind  
Dwarikapuri, Surendra Nagar (Gujarat), (3) Sh. Sanjay S/o Sh.  
Hariprasad Ji Bhatt, R/o Bhawanikunj Lalji Madhavji Street, Kalwa  
Chowk, Junagarh (Gujarat), (4) Sh. Kaushik Bhai S/o Sh. Chhot

Bhai, R/o C-13, Triveni Society, Subhanpura, Vadodara (Gujarat),  
(5) Sh. Pinakim S/o Dineshchandra Shah, R/o Madahvgiri Ki  
Khadki, Bhatdarwa, Tehsil- Sawli, District- Vadodara (Gujarat)  
through GPA, (1) Sh. Piyush Agrawal S/o Sh. Kailashchandra  
Agrawal, R/o 2501, Gokulganj, Mhow, District- Indore (M.P.), (2)  
Sh. Pawan Tiwari S/o Sh. Rajkumarji Tiwari, R/o Main Street,  
Mhow, District- Indore, M.P.

...Sellers

AND

M/s. Advantage Equi Fund Pvt. Ltd. through Director Sh. Amar S/o  
Sh. Bhikhulaji Agrawal, R/o Sendhwa, M.P. R/o Goi, A.B. Road,  
Sendhwa, M.P.

...Purchaser

The abovenamed Sellers do hereby execute the present Sale Deed  
regarding the agricultural land situated in Village- Neuguradiya,  
Tehsil- Mhow, District0 Indore, in favour of the abovenamed  
Purchaser as under:-

Land bearing Survey No. 88/1, 91/1, 91/1, 97, 98/1, 99/1, 99/3, 110/1, 110/3 total Rakba 13.091 Hect. is the joint Khata land of Sellers, from which, according to the mutual family partition, the agricultural land under the ownership and possession of Sellers is land bearing Survey No. 88/1, 91/1,91/1, 97, 98/1, 99/1, 99/3, 110/1, 110/3 Pai.Ki., Raba 8.349 Hects. Revenue Rent Rs.56.04, situated in Village- Neuguradiya, Patwari Halka No.23, Tehsil- Mhow, District- Indore, which is being sold jointly. In the Revenue records, Land Records and Bhu-Adhikar Rin Pustika, this land recorded in the name of Sellers. The land in question was jointly purchased by the Sellers and Gulab Bhai S/o Chhotu Bhai Laad, Dalsukh Bhai S/o Kumbharji Bhai Master, Hasmukh Bhai S/o Sh. Maganbhai Pate, Rr/o Gujarat vide registered sale deed. The said Sale Deed has been registered in the Office of Sub-Registrar, Mhow in Book No. 1-A/587 on 24.08.2004, from which, except the land under the share of Gulab Bhai, Dalsukh Bhai, Hasmukh Bhai, the remaining land has been sold by the Seller to the Purchaser. Regarding the property in question, the Seller has executed a General Power of Attorney in favour of Piyush Agrawal and Pawan

Tiwari and said GPA is registered in the Office of Sub-Registrar, Indore in Book No. 4-A/5240 dated 25.11.2010, in which, the Power of Attorneys have been granted all the rights for sale of property, handing over possession, execution of Sale Deed of land in question, registration etc., in this manner, the said appointed GPA are executing and registering the present Sale Deed in favour of the Purchaser as per law.

Regarding the ownership, possession etc. of this sealable land/property, no claim, dispute is pending or subjudice before any Authority or in any Judicial Court and there is also no stay of Court on the sale of this land.

Regarding the property in question, the Seller has not executed any other General or Special Power of Attorney in favour of any person or Firm except the aforesaid GPA, and if any such GPA is found, then, same will not be enforceable.

As of now, this Sealable land is free from all encumbrances such as mortgage, sale, gift, security, loan, maintenance, decree, lien, charge of Devsthan, loans of Banks, Financial Institutions and Societies, Lien, charge etc. Therefore, Sellers have full and independent right to sell out/ transfer the land in question to the abovenamed Purchaser.

That, the Sellers are continuously/ uninterruptedly possessed over the Saleable Land and there is no fault of rights or depreciation of rights regarding possession etc. There is also no Devsthan or Peer Sthan etc. in the land in question. Contrary to this Sale Deed, no other Agreement or Sale Deed has not been executed earlier in favour of anyone.

Since, the Sellers are in need of funds for purchasing the property elsewhere, therefore, the saleable land has been sold. The Sellers have received the full sale consideration of saleable land i.e. Rs. 1,47,30,000/- (Rupees One Crore Forty Seven Lakhs Thirty Thousand Only) from the Purchaser as under, which the Sellers admits to receive the same, now, at the time of registration of this

Sale Deed, nothing amount is balance to be received before the Hon'ble Sub-Registrar and even after the registration of this Sale Deed, nothing will be left to be received towards consideration and towards this property. Sellers are fully satisfied regarding the sale consideration. In the event of non-payment of below mentioned cheques by the Bank, this Sale Deed shall stand cancelled itself and the Sellers will be able to get done the proceedings for cancellation of Sale Deed:-

Received Cheque No. 913624 of Bank of India, Branch-Sendhwa of Rs.3,00,000/-.

Received Cheque No. 913625 of Bank of India, Branch-Sendhwa of Rs.10,00,000/-.

Received Cheque No. 913626 of Bank of India, Branch-Sendhwa of Rs.10,00,000/-.

Received Cheque No. 913627 of Bank of India, Branch-Sendhwa of Rs.3,00,000/-.

Received Cheque No. 913628 of Bank of India, Branch-Sendhwa of Rs.10,00,000/-.



Received Cheque No. 913629 of Bank of India, Branch-Sendhwa of Rs.3,00,000/-.

Received Cheque No. 913630 of Bank of India, Branch-Sendhwa of Rs.3,00,000/-.

Received Cheque No. 913631 of Bank of India, Branch-Sendhwa of Rs.10,00,000/-.

Received Cheque No. 913632 of Bank of India, Branch-Sendhwa of Rs.10,00,000/-.

Received Cheque No. 913633 of Bank of India, Branch-Sendhwa of Rs.3,00,000/-.

Received Cheque No. 913634 of Bank of India, Branch-Sendhwa of Rs.17,50,000/-.

Received Cheque No. 913635 of Bank of India, Branch-Sendhwa of Rs.23,00,000/-.

Received Cheque No. 913636 of Bank of India, Branch-Sendhwa of Rs.17,50,000/-.

Received Cheque No. 913627 of Bank of India, Branch-Sendhwa of Rs.23,00,000/-.

Rs. 1,30,000/- have been received in cash.

The Schedule of Agricultural Land/ Property is as under :-

Survey No.	Rakba (In Hects.)	Revenue Rent
88/1	3.018	14.98
91/1	2.553	20.12
97	0.219	1.48
98/1	1.564	6.65
99/1 Pa.Ki.	0.629	2.87
99/3		
110/1 Pa.Ki.	0.200	1.41
Total 6	8.183	56.03 Unirrigated

Aforementioned sealable agricultural land is situated in Village- Neuguradiya , Tehsil- Mhow, District- Indore. There is no house etc. constructed in the saleable land. Saleable land being unirrigated, is single crop land. Land in question is situated at Mhow-Simrol Road.

Boundaries of Survey Nos. 99/1, 99/3 and 110/1 Paiki are as under:-

East : Rest of land of same Survey Numbers.

West : Survey No. 92 of Sonibai W/o Nanku.

North : Land of Irrigation Department with Road.

South : Land of Pannalal S/o Onkarlal Lodha.

The Sellers have voluntarily and with full conscience of mind and without any force or coercion etc., sold the land of aforementioned Survey Numbers and Rakba with all the rights, title, easement rights, privileges attached thereto and without keeping any object or title as balance, and thereby made the Purchaser as absolute owner, possession holder, Bhumiswami over the Sealable land like him, and have revoked all their rights from the saleable land. All those rights have been received by the aforesaid Purchasers through this Sale Deed.

Whereas, the ownership and actual possession of the aforementioned saleable land has been directly handed over by the Sellers to the Purchasers on the spot. The Purchasers have admitted to receive possession of land. Now, the Purchasers may use and consume, hold, enter into the same, or take benefit of income to be received therefrom, as per his wishes or may transfer etc.

whenever he wishes to do so. The Purchaser has received all these rights under this Sale Deed.

Whereas, due to any fault or claim of the successors of Sellers or due to the faults in rights, if the saleable land or any part thereof goes out from the possession or right of the Purchaser or due to filing such claim or due to any burden or loan, I the Purchasers have to pay the money, then, he shall have the right to recover the consideration paid towards sale, the proportionate funds paid by him, or the money spent by him, expenditure of losses due to the saleable property, from the Seller and his successors from their existing and the future movable and immovable property, in whatever manner, in which, Seller shall have no objection. All the taxes, fee, electricity bills etc. related to the sealable property have been paid by the Seller till date, if, any amount found due for payment, then, Sellers will be liable to pay the same and all the taxes, fees, bills etc. hereinafter will be paid by the Purchaser. There is no way or interference of any other person in the Saleable Land.

Whereas, this land is not the land of Government Lease, Bhu-Dan or Government Land and same has not been received on Government Lease and nor this property is the Nazul land in any manner and nor it is surplus land under the Urban Land Ceiling. It is also not the land of the citizen of Enemy Country. The land use of land is agricultural, and no diversion thereof has been done. It is not in violation of Town & Country Planning Act, 1973. This land is not covered under the Local Area, Planning and Special Area Scheme and Planned Area, Government, and Authority's Scheme. It is not involved in any acquisition. It is not acquired by Military. After the year 1958-59 and thereafter, the saleable land has not remained registered in the name of member of SC or ST Caste.

This sale does not require any prior permission or NOC. Therefore, present Sale transaction is being done in accordance with law and any of the provision of Land Revenue Code does not get violated. Now, the Purchaser shall have the right to get done the mutation and partition of aforesaid Saleable land in his favour. In these proceedings, the Sellers shall always be willing, ready and bound

for assistance in formal manner. The entire expenses of this Sale Deed have been borne by the Purchaser.

For making any word, sentence or paragraph used in this Sale Deed as more effective in future, and as and when it is required more explanation or clarification, the Sellers will ready and bound to execute any other necessary documents, amendments, consent letter, admission deed, affidavit, execution of application etc., registration, attestation, authentication, verification etc. on the expenses of Purchaser as the case may be.

The context Seller and Purchaser shall include their successors, heirs, title holders, executors, assignees, nominee, manager, legal representatives etc. and this Sale Deed and all its conditions will be equally binding on them, and their rights and benefits will also be equally received by them.

We i.e. executors of this Sale Deed do hereby solemnly state that we or our representatives, executors or our agents have not transferred or permanently conferred the land involved in this Sale

Deed in favour of any other person and accordingly, the facts mentioned in the aforesaid paragraphs are true and correct to our knowledge and there is no violation Part-3 substituted in Section 22 A of the Indian Registration Act, 1908.

Therefore, this Sale Deed has been executed today, and has got drafted by both the parties according to the available information, and after reading and understanding the contents thereof, the Sellers with their full conscience of mind and without any force or coercion have made their signatures in the presence of witnesses, so that same be reminded and be utilized on time. At the time of execution, the witnesses have made their respective signatures on this Deed before the executor. There is no alternation in this deed.

Date: 09.05.2011

Witness :

1. Sd/-illegible

Dharmendra S/o Nawal Kishor Purhoit

2. Sd-illegible

Vikram S/o Sh. Raj Kumar Tiwari

(Sellers)

Sd/-

Sd/- illegible

(Purchasers)

Sd/-

Advantage Equi Fund Pvt. Ltd.

Director

Drafted by me according to the information and instructions of both the parties.

Sd/-

Advocate

//TRUE TRANSLATED COPY//



**ANNEXURE A/5**

L No. H 264615

GOVERNMENT OF MADHYA PRADESH

Bhu-Adhikar

&

Rin-Pusitika

(Integrated)

Part-1 & Part-2

Name of Khtaholder/Co-Khataholder: Vijayaben W/o Dalsukhbhai

etc., All Rr/o Gujarat.

Name of Village: Neuguradiya

Pa. Ha. No. 23

Name of Kkhataholder/ Co-Khataholder: Vijayaben etc.

Name etc. of First co-khataholder in the event of more than one co-khataholders: 3 (fill numbers)

Name of Tenant: Vijayaben etc

(Whom the Rin-Pustika is being issued)

Name of Father/ Husband: Dalsukh Bha

Village : Neuguradiya Patwari Halka No.: 23

Ra. Ni. Ma. : 3 Development Block: Mhow

Tehsil : Mhow District: Indore

Photograph of Tenant.

Signatures of Issuing Officer

Rank & Seal

Thumb Impression/ Signatures of

Tenant

## PART-1(B), Details of Khataholders

Village: Neuguradiya, Khata No. : 222, Pa. Ha. No.:

S. No.	Name of Khataholder	Father's/Husband's Name	Share in Khata
(1)	(2)	(3)	(4)
1.	Vijaya Ben	W/o Dalsukh Bhai	
2.	Kokila Ben	D/o Dalsukh Bhai	
3.	Hasmukhbhai	S/o Maganbhai	
4.	Gulabbhai	S/o Chhotubhai All Rr/o Gujarat	

## PART-1(B) Land Records

Khata No./Year: 222/11-12

Type of title on the land (Bhumishwami/ Government Lessee)

S. No.	Khasra No.	Rakba	Revenue Rent	Illegible	Rakba		Irrigated Rakba	Source of Irrigation (Well, Canal, Pond, River)	Other Details
					Cultivation	Padat			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	99/1 99/3	3.513	26.12		3.513		In Revenue Case No. 3 A-6/11-12, vide order dated 13.03.12, name of successors was mutated in place of deceased and rest of names are as it is.		
2.	110/1/2 110/3	1.425	24.00		1.425				
	Total 2	4.938			4.938				

ANNEXURE A/6

**COURT OF ADDITIONAL TEHSILDAR, TESHIL-  
AMBEDKAR NAGAR, MHOW, DISTRICT- INDORE (M.P.)**

Letter No. 351/Re-2/12

Date: 13.03.2012

Revenue Case No. 103 A-6/2011-12

1. Smt. Vijayaben W/o Late Dulsukhbhai
2. Smt. Kokilaben D/o Late Dulsukhbhai, W/o Hitendrabhai  
Parekh.  
Rr/o 1A64/1, Krishna Bhawan, Garba Chowk, Juna Wadaj,  
Ahmedabad, Gujarat.

....Applicants

Versus

1. Dalsukhbhai S/o Kumhar Master (deceased Khataholder), R/o  
1A64/1, Krishna Bhawan, Garba Chowk, Juna Wadaj,  
Ahmedabad, Gujarat.

...Non-Applicant

To,

Patwari Halka No. 23

Village- Neuguradiya.

Subject: Regarding implementation of order.

According to the order dated 22.02.2012 passed in the present case, it has been ordered to allow the mutation of the Applicants as successors over the land bearing Survey Nos. 81/1, 91/1,97, 98/1, 91/1, 99/3, 110/1, 110/3 Rakba 3.018, 2.553, 0.219, 1.564, 4.142,1.625 Hects. Revenue Rent Rs.24.98, 20.12, 1.48, 6.68, 18.90, 11.46 respectively, in this manner total Survey Nos. 6 Total Rakba 13.091 Hects. and total Revenue Rent Rs.83.63, situated in Village- Neuguradiya, Tehsil- Mhow, District- Indore, due to the death of Non-Applicant/ Co-khataholder.

Therefore, you by reducing the name of deceased Co-Khathaholder/ Non-Applicant, kindly entry the name of Applicants over the land in question in his place, and by keeping the entry of remaining names as it is, submit the compliance report immediately.

Sd/-

Additional Tehsildar  
Dr. Ambedkar Nagar, Mhow  
District- Indore, M.P.

//TRUE TRANSLATED COPY//

## ANNEXURE A/7

## SALE DEED OF AGRICULTURAL LAND

Stamp Duty : Rs. 1,05,000.00

Panchayat Fees : Rs. 21,000.00

Cess : Rs. 5,250.00

Additional Stamp : Rs. 1.00

-----  
Total: Rs.1,31,250.00

Transaction Value: 21,00,000/-

Market Value: Rs.21,00,000/-

Bhu Adhikar Rin-Pustika No.: NH264615

Patwari Halka No.: 23

## SALE DEED

(1) Smt. Vijayaben W/o Late Sh. Dalsukh Bhai Master, (2) Smt. Kokilaben D/o Late Dalsukhbhai Master (W/o Hitendrabhai Pareekh), R/o 1864/A/2, Krishna Bhawan, Juna Wadaj, Ahmedabad, Gujarat (3) Sh. Hasmukhbhai S/o Sh. Ganpatbhai Patel, R/o Village-Bimpur Taluka, Malpur, Post- Mahiyapur, District- Sabarkantha, Guajrat through GPA Sh. Piyush S/o Sh. Kailashchandra Agrawal

R/o Gokulganj, Mhow, District- Indore, and Sh. Pawan S/o Sh. Rajkumar Tiwari, R/o Main Street, Mhow, District – Indore.

...Sellers

AND

Mishra & Mishra Realty Private Limited

Address: 1182/2, Nanda Nagar, Main Road

Indore

Through Director

- (1) Sh. Yogesh Mishra S/o Late Sh. Babulal Ji Mishra, R/o 115, Satyam Vihar Colony, Indore.
- (2) Sh. Prem Mishra S/o Late Sh. Sheshmani Ji Mishra, R/o F- 59-60, Scheme No. 78, Indore.

....Purchasers

Executant of this Sale Deed after receiving full sale consideration is

- (1) Smt. Vijayaben W/o Late Sh. Dalsukh Bhai Master, (2) Smt. Kokilaben D/o Late Dalsukhbhai Master (W/o Hitendrabhai Pareekh), R/o 1864/A/2, Krishna Bhawan, Juna Wadaj, Ahmedabad, Gujarat (3) Sh. Hasmukhbhai S/o Sh. Ganpatbhai Patel, R/o Village-Bimpur Taluka, Malpur, Post- Mahiyapur, District- Sabarkantha,



Guajrat through GPA Sh. Piyush S/o Sh. Kailashchandra Agrawal R/o Gokulganj, Mhow, District- Indore, and Sh. Pawan S/o Sh. Rajkumar Tiwari, R/o Main Street, Mhow, District – Indore, hereinafter called as “Seller” in this Deed, which expression shall include all it’s representatives, assignees, executors and attorneys etc. After payment of full sale consideration, the person who has got executed this Sale Deed in his favour is Mishra & Mishra Realty Private Limited, Address: 1182/2, Nanda Nagar, Main Road Indore , through Directors (1) Sh. Yogesh Mishra S/o Late Sh. Babulal Ji Mishra, R/o 115, Satyam Vihar Colony, Indore. (2) Sh. Prem Mishra S/o Late Sh. Sheshmani Ji Mishra, R/o F- 59-60, Scheme No. 78, Indore, herein after called as “Purchasers” which expression shall include all their representatives, assignees, executors and attornees etc. The Sellers do hereby execute this Sale Deed in favour of you i.e. Purchasers as under:-

1. Whereas, the agricultural land bearing Survey No. 99/1/2 and 99/3/2 Rakba 3.513 Hect.Survey No. 110/1/2 and 110/3 Rakba 1.425 Hect. i.e. total Rakba 4.938 hect. under the sole

ownership and possession of Sellers being situated in Patwari Halha No. 23, Village- Neuguradiya, Tehsi- Mhow, District- Indore, is recorded in the name of Seller in revenue Records, therefore, We i.e. Sellers are competent as per law to transfer the said agricultural land in favour of any other person. This agricultural land owned and possessed by the Seller, has been sold by the Seller to the Purchaser in favour of Purchaser with Bhumiswami title. The details and boundaries of the saleable agricultural land are as under :-

- (2) That, the details and boundaries of aforementioned agricultural land situated in village- Neuguradiya, Tehsil- Mhow (Dr. Ambedkar Nagar, District- Indore, are as under:-

Survey No.	Rakba in Hect.	Revenue Rent
99/1/2/ Pai.Ki. 99/3/2 Paiki	1.829	As per Govt. Rates
110/1/2 Paiki 110/3 Pai.Ki.	0.954	As per Govt. Rates

Total 2:	2.783	
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**Boundaries of Saleable Agricultural Land:-**

East : Remaining land of aforesaid Survey Nos.

West: Land of Advantage Equi Fund Pvt. Ltd.

North: Land of Survey No. 99/4 and 99/5

South: Land of Sh. Pannalal S/o Sh. Onkarlal

This saleable agricultural land is not situated on National/State/District Highway. Saleable land is irrigated and no trees etc. are standing therein.

(3) That, the Sellers have sold out the agricultural lands mentioned in aforesaid paragraph-2 and under the aforementioned boundaries, alongwith their Bhumiswami rights, in favour of you i.e. Purchasers in a total sale consideration of Rs. Twenty One Lakhs Only, and the Sellers have received the full sale consideration as under:-

Rs.1,00,000/- was received by the Sellers in cash.

Rs.10,00,000/- received vide Cehque No. 621829 dated 31.03.2012 of IDBI Bank, Branch Nandlalpura, Indore.

Rs.10,00,000/- was received vide Cheque No. 621830 dated 31.03.2012 of IDBI Bank, Branch- Nandlalpura, Indore.

Total Rs. 21,00,000/- (Rupees Twenty One Lakhs Only)

According to above, the

The Sellers have received the aforesaid full sale consideration from the Purchasers, whose' acknowledgement is being given by the Sellers by making their signatures on this Deed. Now, nothing balance is let to be received by the Sellers from Purchasers towards the consideration of this sale and the Sellers have handed over the possession of agricultural land to you i.e. Purchasers and the Purchasers have received the possession of agricultural land from the Sellers.

- (4) Whereas, for the sake of convenience and brevity, the aforesaid "agricultural land" is hereinafter referred as Land in Question in this Deed.

- (5) That, the Sellers are continuously/ uninterruptedly possessed over the Saleable Land and there is no fault of rights or depreciation of rights regarding possession etc.
- (6) Whereas, as a result of selling the aforementioned agricultural land by the Seller in favour of the Purchases, the Purchases and all their successors, executors, attorneys, assignees and authorized signatory etc., all those rights and title have now been vested in the Purchasers due to execution of this Deed. Purchasers will be free to use and consume the aforesaid agricultural lands according to their wishes, as per law, in which, Sellers or the successors of Sellers will have no interference.
- (7) That, regarding the ownership of property in question, if the Sellers themselves or any of their successors or intested person, will raise any claim or dispute or will interfere in your possession in any manner, then, the Sellers shall get resolved

the same at their own expenses, due to this reason, they will not let you to make any type of expenses.

- (8) That, as a result of transfer of property in question by the Seller in favour of the Purchasers through this Sale Deed, now, the Purchaser has become absolute owner and possession holder of the property in question . Now, the Purchasers will be entitled to get all the benefits of property and questions. The Purchaser will be free to transfer or sale of property in question according to his wishes.
- (9) That, the Sellers specifically declare that the property in question being under the private ownership, Bhumiswami title and possession of Seller, is not the land of Government Lease, Bhu-Dan, Devsthan, Peer Sthan or Tribal.
- (10) That, the property in question is under the Bhumiswami title of the Sellers, therefore, the Sellers have full rights to sell out the land in question. Sellers also declare that except the Purchaser,

they have not transferred the land in question to any other person through Sale, Gift, Agreement, Security, Mortgage etc. There is no Loan, or Lien off any Government, Non-Government, Co-operative Bank or Land Development Bank on the saleable property. Regarding the property in question, no oral or written family settlement has been executed and nor any oral or written undertaking has been given regarding the property in question. The property in question is being sold in favour of the Purchasers being free from all encumbrances.

- (11) Whereas, no proceedings or case regarding title, ownership. Possession of property in question, is pending in any Court or the officer. The property in question is free from all encumbrances, and same has been sold by the Sellers in favour of the Purchasers, even thereafter, if any fault, error or any transaction regarding the disputed property is found to be happened till date, then, the Purchaser shall have the right to recover the aforesaid losses from the existing properties of Sellers. Sellers undertake that the Sellers will be solely

responsible for all losses, liabilities and all the expenses to be incurred in the disposal of aforesaid faults, errors.

(12) Whereas, the land in question is agricultural land, and no way or easements rights of any other person goes across the land in question and nor there is any interference. Saleable property is not covered under any Government or Semi-Government Scheme and nor the Sellers have received any notice etc. in this regard from the Government or Semi-Government Department. Land in question is not the land of Local Area, Planning & Special Zone, Scheme, or Plan.

(13) All the expenditures to be incurred in the execution and registration of this Sale Deed have been borne by the Purchaser.

(14) Whereas, property in question is recorded in the name of Sellers as owners in records of all Government, Semi-Government Offices, Tehsil Office and Patwari Records. Now,



the Purchasers could get done the mutation of property in question from Government, Semi-Government Officers, Tehsil- Office and Patwari Records etc. at his own expenses. In this proceeding, wherever the signatures, statement, evidence, consent, attendance of Seller will be required, thereupon, the Seller will render his full assistance to the Purchasers. All the government taxes payable regarding the property in question till date, will be paid by the Sellers and thereafter, you i.e. Purchasers will be liable to pay.

(15) Whereas, from this sale transaction, the provisions of Section 165 or it's Sub-Section of M.P. Land Revenue Code, 1959 and M.P. Agricultural Holdings Amendment Act and any other Rules or Law, do not get violated. There is no need to obtain any permission for the sale of land in question.

(16) Whereas, regarding the sale of saleable property, the Sellers Nos. 1 and 2 vie Document No. 4A/4031, Volume No. 891 dated 06.09.2011, and Seller No.3 vie Document

No.4A/3344 Volume No. 861, dated 08.08.2011, have appointed General Power of Attorney. The aforesaid General Power of Attorney is still in force and by the authority of said GPA, the signatures have been made on this Deed.

I i.e. Seller have executed the present Sale Deed voluntarily, with full conscience of mind and without under any undue influence, after reading and understanding the same carefully and I have signed the same in front of two witnesses. So that same could remain as proof and be utilized on time.

Dated 31.03.2012

Indore.

Witnesses:-

1 Sd/- illegible

Jitendra S/o Kailashchandra Ji Sharma

858, Raja Gali, Mhow, District- Indore.

2. Sd/- illegible

Arun illegible

Signature of Sellers

Through GPA

Sd/- illegible

Sd/- illegible

Signature of Purchaser

Through Director

Sd/- illegible

//TRUE TRANSLATED COPY//

**ANNEXURE A/8**

L No. J 308957

GOVERNMENT OF MADHYA PRADESH

Bhu-Adhikar

&

Rin-Pusitika

(Integrated)

Part-1 & Part-2

Name of Khtaholder/Co-Khataholder: Mishra & Mishra Realty Pvt.  
Ltd., 1182/2, Nandanagar, Main Road, through Director, Yogesh  
S/o Babulal Mishra, Prem Mishra S/o Sheshmani Mishra.

Village- Neuguradiya

Pa. Ha. No. 23

Name of Khataholder/ Co-Khataholder: Mishra & Mishra Reality  
Ltd., Address: 1182/2, Nandanagar, through Director.

Name etc. of First co-khataholder in the event of more than one co-  
khataholders: (fill numbers)

Name of Tenant: Yogesh S/o Babulal Mishra

Prem Mishra S/o Shesh Mani Mishra

(Whom the Rin-Pustika is being issued)

Name of Father/ Husband:

Village : Neuguradiya Patwari Halka No.: 23

Ra. Ni. Ma. : 3 Development Block: Mhow

Tehsil : Mhow District: Indore

Photograph of Tenant.

Signatures of Issuing Officer

Rank & Seal

Thumb Impression/ Signatures of

Tenant

## PART-1(B) Land Records

Khata No./Year: 2015/16

Type of title on the land (Bhumishwami/ Government Lessee)

S. No.	Khasra No.	Rakba	Revenue Rent	Illegible	Rakba		Irrigated Rakba	Source of Irrigation (Well, Canal, Pond, River)	Other Details
					Cultivation	Padat			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	99/1/2 P.	1.829	10.95	-	1.829				
2.	99/3/2 P.	-	-	-	-				
3.	99/1/2 P.	0.454	1.00	-	0.454				
4.	99/3/2 Pa.	-	-	-	-				
5.	110/1/2 Pa.	0.954	3.00	-	0.954				
6.	110/3	-	-	-	-				

	Pa.								
7.	110/1/2 Pai.	0.051	0.90	-	0.051				
8.	110/3 Pa.	-	-	-	-				
Total	4	3.288	15.05	-	3.288				

//TRUE TRANSLATED COPY//

**ANNEXURE A/9**

Stamp Duty : Rs. 271575.00

Panchayat Duty ; Rs.54315.00

Cess : Rs.13580.00

Additional Tax : Rs.00.00

Total : Rs.339470.00

Value : Rs. 30,00,000/- (Rupees Thirty Lakhs Only)

Stamp Duty has been paid on the market value of Rs. 54,31,500/-.

Sale Deed regarding agricultural land situated in Village-  
Neeguradiya, Block- Mohw, Re. Sa. No.1

Patwari Halka No. 23 Rin Pu. No. LH-261309

Shri Gulab Bhai S/o Sh. Chhotu Bhai Laad

R/o Shivanjali Society, Billi Mora, District- Navsari, Guajrat

Through GPA Sh. Piyush S/o Sh. Kailashchandra Ji Agrawal

R/o 2509, Gokulganj, Mhow, District- Indore, M.P.

...Seller

AND



Sh. Kailash Chandra Agrawal S/o Sh. Surajmalji Agrawal, R/o  
2509, Gokulganj, Mhow, District- Indore, M.P.

..Purchaser

The abovenamed Sellers do hereby execute the present Sale Deed regarding the agricultural land situated in Village- Neuguradiya, Tehsil- Mhow, District0 Indore, in favour of the abovenamed Purchaser as under:-

Land bearing Survey No. 88/1, 91/1, 91/1, 97, 98/1, 99/1, 99/3, 110/1, 110/3 total Rakba 13.091 Hect. is the joint Khata land of Sellers, from which, according to the mutual family partition, the agricultural land under the ownership and possession of Sellers is land bearing Survey No. 99/3, 99/1, 110/1/2, 110/3 Pai.Ki., Raba 1.646 Hects. situated in Village- Neuguradiya, Patwari Halka No.23, Tehsil- Mhow, District- Indore, which is being sold. In the Revenue records, Land Records and Bhu-Adhikar Rin Pustika, this land recorded in the name of Seller. Regarding the property in question, the Seller has executed a General Power of Attorney in favour of

Piyush Agrawal and said GPA is registered in the Office of Sub-Registrar, Indore in Book No. 4-A/340 dated 08.06.2012, in which, the Power of Attorney has been granted all the rights for sale of property, handing over possession, execution of Sale Deed of land in question, registration etc., in this manner, the said appointed GPA are executing and registering the present Sale Deed in favour of the Purchaser as per law. Other co-khtaholders have already been sold out their respective shares.

Regarding the ownership, possession etc. of this sealable land/property, no claim, dispute is pending or subjudice before any Authority or in any Judicial Court and there is also no stay of Court on the sale of this land.

Regarding the property in question, the Seller has not executed any other General or Special Power of Attorney in favour of any person or Firm except the aforesaid GPA, and if any such GPA is found, then, same will not be enforceable.

That, the Sellers are continuously/ uninterruptedly possessed over the Saleable Land and there is no fault of rights or depreciation of rights regarding possession etc. There is also no Devsthan or Peer Sthan etc. in the land in question. Contrary to this Sale Deed, no other Agreement or Sale Deed has not been executed earlier in favour of anyone.

As of now, this Sealable land is free from all encumbrances such as mortgage, sale, gift, security, loan, maintenance, decree, lien, charge of Devsthan, loans of Banks, Financial Institutions and Societies, Lien, charge etc. Therefore, Sellers have full and independent right to sell out/ transfer the land in question to the abovenamed Purchaser.

Since, the Seller is actually need of funds therefore, the saleable land has been sold. The Seller has received the full sale consideration of saleable land i.e. Rs. 30,00,000/- (Rupees One Thirty Lakhs Only) from the Purchaser as under, which the Seller admits to receive the same, now, at the time of registration of this

Sale Deed, nothing amount is balance to be received before the Hon'ble Sub-Registrar and even after the registration of this Sale Deed, nothing will be left to be received towards consideration and towards this property.

Seller is fully satisfied regarding the receipt of sale consideration:-

Received Rs.15,00,000/0 vide Cheque No. 961031, Syndicate Bank, Branch Mhow.

Received Rs.15,00,000/0 vide Cheque No. 961032, Syndicate Bank, Branch Mhow.

The Schedule of Agricultural Land/ Property is as under :-

Survey No.	Rakba (In Hects.)	Revenue Rent
99/3, 99/1	1.646	As per Records
110/1/2, 110/3 Pai.Ki.		

Aforementioned sealable agricultural land is situated in Village- Neuguradiya , Tehsil- Mhow, District- Indore. There is no house etc. constructed in the saleable land. Saleable land being

unirrigated, is single crop land. Land in question is situated at Mhow-Simrol Road. There is no house or road in the sealable land. Saleable land is agricultural land. And Land in question is situated on District Road i.e. Simrol Road. Patwari Trace Map of saleable land is enclosed with the Sale Deed. In the said Map, the saleable land has been marked with red colour, the Map will be treated as part and parcel of Sale Deed.

Boundaries of Saleable Land are as under:-

East : Land of Survey No. 109.

West : Remaining Land of same Survey Number.

North : Simrol Road.

South : Government Land, Choral Canal.

Whereas, the ownership and actual possession of the aforementioned saleable land has been directly handed over by the Sellers to the Purchasers on the spot. The Purchasers have admitted to receive possession of land. The Purchaser after getting done the measurement of sealable land on the spot, has got done the boundary

marks. Now, the Purchasers may use and consume, hold, enter into the same, or take benefit of income to be received therefrom, as per his wishes or may transfer etc. whenever he wishes to do so. The Purchaser has received all these rights under this Sale Deed.

The Sellers have voluntarily and with full conscience of mind and without any force or coercion etc., sold the land of aforementioned Survey Numbers and Rakba with all the rights, title, easement rights, privileges attached thereto and without keeping any object or title as balance, and thereby made the Purchaser as absolute owner, possession holder, Bhumiswami over the Sealable land like him, and have revoked all their rights from the saleable land. All those rights have been received by the aforesaid Purchasers through this Sale Deed.

Whereas, due to any fault or claim of the successors of Sellers or due to the faults in rights, if the saleable land or any part thereof goes out from the possession or right of the Purchaser or due to filing such claim or due to any burden or loan, I the Purchasers

have to pay the money, then, he shall have the right to recover the consideration paid towards sale, the proportionate funds paid by him, or the money spent by him, expenditure of losses due to the saleable property, from the Seller and his successors from their existing and the future movable and immovable property, in whatever manner, in which, Seller shall have no objection. All the taxes, fee, electricity bills etc. related to the sealable property have been paid by the Seller till date, if, any amount found due for payment, then, Sellers will be liable to pay the same and all the taxes, fees, bills etc. hereinafter will be paid by the Purchaser. There is no way or interference of any other person in the Saleable Land.

Whereas, this land is not the land of Government Lease, Bhu-Dan or Government Land and same has not been received on Government Lease and nor this property is the Nazul land in any manner and nor it is surplus land under the Urban Land Ceiling. It is also not the land of the citizen of Enemy Country. The land use of land is agricultural, and no diversion thereof has been done. It is

not in violation of Town & Country Planning Act, 1973. This land is not covered under the Local Area, Planning and Special Area Scheme and Planned Area, Government, and Authority's Scheme. It is not involved in any acquisition. It is not acquired by Military and is not barred by Section 165, 6, 7A, B of M.P. Land Revenue Code, 1959.

This sale does not require any prior permission or NOC. Therefore, present Sale transaction is being done in accordance with law and any of the provision of Land Revenue Code does not get violated. Now, the Purchaser shall have the right to get done the mutation and partition of aforesaid Saleable land in his favour. In these proceedings, the Seller shall always be willing, ready and bound for assistance in formal manner. The entire expenses of this Sale Deed have been borne by the Purchaser.

For making any word, sentence or paragraph used in this Sale Deed as more effective in future, and as and when it is required more explanation or clarification, the Seller will ready and bound to



execute any other necessary documents, amendments, consent letter, admission deed, affidavit, execution of application etc., registration, attestation, authentication, verification etc. on the expenses of Purchaser as the case may be.

The context Seller and Purchaser shall include their successors, heirs, title holders, executors, assignees, nominee, manager, legal representatives etc. and this Sale Deed and all its conditions will be equally binding on them, and their rights and benefits will also be equally received by them.

We i.e. executors of this Sale Deed do hereby solemnly state that we or our representatives, executors or our agents have not transferred or permanently conferred the land involved in this Sale Deed in favour of any other person and accordingly, the facts mentioned in the aforesaid paragraphs are true and correct to our knowledge and there is no violation Part-3 substituted in Section 22 A of the Indian Registration Act, 1908.

Therefore, this Sale Deed has been executed today, and has got drafted by both the parties according to the available information, and after reading and understanding the contents thereof, the Sellers with their full conscience of mind and without any force or coercion have made their signatures in the presence of witnesses, so that same be reminded and be utilized on time. At the time of execution, the witnesses have made their respective signatures on this Deed before the executor. There is no alternation in this deed.

Date: 04.09.2012

Witness :

1. Sd/-illegible

Vijendra Agrawal S/o Kailashnath Agrawal

2. Sd-illegible

Illegible

Co-Seller

(Seller)

Sd/-

Sd/- illegible

(Purchasers)

Sd/-illegible

Drafted by me according to the information and instructions of both the parties.

Sd/-

Advocate

//TRUE TRANSLATED COPY//

**ANNEXURE A/10**

L No. J 310739

GOVERNMENT OF MADHYA PRADESH

Bhu-Adhikar

&

Rin-Pusitika

(Integrated)

Part-1 & Part-2

Name of Khtaholder/Co-Khataholder: Sh. Kailash Chandra

Agrawal S/o Sh. Surajmal Agrawal, R/o Mhow

Village- Neuguradiya

Pa. Ha. No. 23

Name of Kkhataholder/ Co-Khataholder: Sh. Kailash Chandra

Name etc. of First co-khataholder in the event of more than one co-khataholders: (fill numbers)

Name of Tenant: Sh. Kailash Chandra

(Whom the Rin-Pustika is being issued)

Name of Father/ Husband: Sh. Surajmal Agrawal,R/o Mhow.

Village : Neuguradiya Patwari Halka No.: 23

Ra. Ni. Ma. : 3 Development Block: Mhow

Tehsil : Mhow District: Indore

Photograph of Tenant.

Signatures of Issuing Officer

Rank & Seal

Thumb Impression/ Signatures of

Tenant

## PART-1(B) Land Records

Khata No./Year: 2015/16

Type of title on the land (Bhumishwami/ Government Lessee)

S. No.	Khasra No.	Rakba	Revenue Rent	Illegible	Rakba		Irrigated Rakba	Source of Irrigation (Well, Canal, Pond, River)	Other Details
					Cultivation	Padat			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	99/3 99/1 110/1/2 110/3	1.646	-	-	1.646				
Total	1	1.646	-	-	1.646				

//TRUE TRANSLTED COPY//

**ANNEXURE A/11****SALE DEED**

This Sale Deed is being made today i.e. on 10.02.2016, Wednesday by both the parties in Indore City (M.P.) in the presence of witnesses.

1. Full particulars of Seller:-

Mishra & Mishra Realty Pvt. Ltd.

Address: 182/2, Nanda Nagar, Main Road

Indore (M.P.) through Authorized Directors:-

(1) Sh. Prem Mishra S/o Sh. Sheshmani Mishra

(2) Sh. Mayank S/o Sh. Yogesh Mishra.

2. Full particulars of Purchaser:-

Multi Innovating Education & Research Society

Address – 70, Raoji Bazar, Main Road, Juni Indore, Indore

(M.P.) through authorized signatory Sh. Ravindra Kumar S/o

Sh. Babulal Ji Pathak (Treasurer).

3. Full details of property transferred through this Deed:

## A. Details of entire property of Seller:

The lands owned and possessed by the Seller are situated in Village- Neuguradiya, Pa. Ha. No. 23, Tehsil- Mhow, District- Indore (M.P.), and it's details are as under:-

S. No.	Survey No.	Rakba in Hects.
01.	99/1/2 Pai. Ki.	1.829
02.	99/3/2 Pai.Ki.	
03.	99/1/2 Pai.Ki.	0.454
04.	99/3/2 Pai.Ki.	
05	110/1/2 Pai.Ki.	0954
06.	110/3 Pai.Ki.	
07.	110/1/2 Pai.Ki.	0.051
08.	110/3 Pai.Ki.	
	Total Rakba	3.288

From the aforementioned Survey Nos. 99/1/2 Pai.Ki., 99/3/2 Pai.Ki.

Rakba 1.829 Hect., and Survey No. 99/1/2 Pai. Ki., 99/3/2 Pai.Ki.



Rakba 0.454 Rakba 0.454 Hects., Pai.Ki. Rakba 1.515 Hect. is being transferred through Sale vide this Deed. At present, the land in question being irrigated/ unirrigated, is not constructed on National Highway/ State Highway/ District Road/ Pradhanmantri Sadak Yojna, and also not situated on other pucca road. The present Saleable Land being situated more than a distance of 20 Mtrs. from Main Road, is not situated adjacent to the Road.

B. Type of Property: Agricultural Land

C. Size; Total Pai.Ki. Rakba 1.515 Hect.

D. Boundaries of Saleable Property:-

East: Other lands of same Survey Number.

West: Residential Colony

North: Government Canal and kuccha road for commutation

South: Other Paiki Land of same Survey Numbers of Sellers.

4. Details of Title/Ownership:-

That, the land in question is under the possession and ownership of Seller/ First Party, which is has been duly purchased by the Sellers vide registered Sale Deed No. 1A/5094(17) dated 21.09.2012 1A/5094 dated 21.09.2012, and therefore, the entire saleable property being registered in the name of Seller in all Revenue Records, the First Party/ Seller has full statutory rights to sell/ transfer the saleable property. The Bhu Adhikar Rin Pustika Number of saleable lands is L/J 308957.

5. Details of Sale Consideration fixed towards Transfer/ Sale and Receipt:-

After fixing the sale consideration of Rs.50,00,000/- (Rupees Fifty Lakhs Only) for this Transfer/ Sale, the Sellers have received full consideration from Purchaser, now nothing balance is left to be received :-

Received Rs.10,00,000/- through NEFT BKIDN 153227615006 dated 23.11.2015, Bank of India, Branch- Rajendra Nagar, Indore (M.P.).

Received Rs.10,00,000/- through Cheque No. 000001, Bank of India, Branch- Rajendra Nagar, Indore.

Received Rs.10,00,000/- through Cheque No. 000005, Bank of India, Branch- Rajendra Nagar, Indore.

Received Rs.10,00,000/- through Cheque No. 000006, Bank of India, Branch- Rajendra Nagar, Indore.

Received Rs.10,00,000/- through Cheque No. 000007, Bank of India, Branch- Rajendra Nagar, Indore.

6. Details of the receipt of Possession and Documents:-

That the Seller has handed over the actual vacant possession of transferred/ Saleable Property, moreover, the original/photocopies of all the Title Documents (Certified Khasra Khata and Bhu Rin-Pustika of current year) have also been handed over. Purchasers by admitting the aforesaid receipts, is fully satisfied.

The demarcation of the saleable property will be get done by the Seller as per the Government Rules to the satisfaction of Purchasers, in which, the Purchaser will not let to suffer any loss. Moreover, the Seller will also provide full assistance to the Purchaser in mutation proceedings in his favour by ensuring their appearance, statement/ signatures etc.

7. Details regarding Taxes, Bills, Charges etc.:-

Whereas, all the taxes, bills, charges etc. to be levied on the transferred/ Saleable property till date, will be borne by the Seller and same has been compensated by him, and hereinafter, same will be borne by Purchaser himself.

8. Whereas, vide this Sale Deed, the Seller is transferring all the title/ ownership rights received by the Sellers on the saleable property, in favour of Purchasers. If, any objection in whatsoever manner is raised by the successors of Seller in future regarding the Saleable Property, then, the Seller by giving him share from his other immovable properties, will

settle the objections of aforesaid successors and Seller won't let the Purchasers to suffer any loss in the sealable property.

9. That, except the Purchasers, the Saleable property has not been transferred/ sold elsewhere and nor same has been put to any mortgage/lien/ attachment etc. and nor same has been done by the Seller, due to which, the property is free from all encumbrances. The transfer of aforesaid property is not barred by way of title of any other person/ Firm/ Local Body/ Government, having interest/ rights/ attachment/ lien/ burden/ mortgage etc. Regarding the saleable property no case is pending/ subjudice in any Court/ Government/ Semi-Government Departments/ Panchayat etc. In future, if any of the aforesaid fact or dispute is found, or filed, then, same shall get disposed by the Seller or his successors as soon as possible, in which, the Purchasers will not let to suffer any loss.
10. Whereas, in this Deed, the context Seller and Purchasers includes all their successors, executors, legal representatives,

assignees etc. and for the sake of convenience and brevity, the Saleable property is has been called as Saleable Property/ aforesaid property/ Transferred property etc.

11. Whereas, the Seller is a company registered under Indian Companies Act, and for execution of present Sale Deed, the Company has authorized it's Directors namely 1. Sh. Prem Mishra S/o Sh. Sheshmani Mishra, 2. Sh. Mayank S/o Sh. Yogesh Mishra. Similarly, the Purchasers is a registered society under Madhya Pradesh Societies Registration Act, 1973 vide Registration No. 03/27/01/18245/15 dated 03.11.2015, and vide it's Resolution, Sh. Ravindra Kumar S/o Sh. Babulal Ji Pathak (Treasurer of Society) has been authorized for execution of this Deed.
  
12. Whereas, the Office of Registrar, Firms & Societies, Madhya Pradesh, Block-D, First Floor, Vindhyachal Bhawan, Bhopal vide Letter 5/1921/15 dated 04.01.2016, has granted prior permission for purchase of Saleable lands.

13. Whereas, the Seller also declares that the transferred property is not the property of Government Lease, Bhu-Dhan etc. and from this transfer, no provision of any law, Code or Section 22(A) of the Registration Act, gets violated.

Therefore, both the parties voluntarily and with full conscience of mind, executed this Deed by making their signatures in front of witnesses after reading, understanding the same, so that same be reminded and be utilized on time.

I/We do hereby verify and confirm the details and entries of this documents, Documents ID No. 1195215 and EStamp Code 01011710022016002118, and we also execute this document by our following signatures.

Signatures of First Party:

Name & Father's Name

For Mishra & Mishra Reality Pvt. Ltd.

Sd/-

Director

Mayank Mishra S/o Sh. Yogesh Mishra

For Mishra & Mishra Reality Pvt. Ltd.

Sd/-

Director

Prem Mishra S/o Sh. Sheshmani Mishra

Signatures of Second Party

Name & Father's Name:

Sd/-

Ravindra Kumar Pathak

S/o Sh. Babulal Pathak

Multi Innovative Education & Research Society

Name of Witness No.1:

Name of Witness No.2:



Thumb Impression of executor of this Deed i.e. Prem Mishra was taken by me/ in my presence on 10.02.2016.

Sd/-

Netrapal Singh Tomar

Sub-Registrar

Office of Sub-Registrar, Indore.

Thumb Impression of executor of this Deed i.e. Mayank Mishra was taken by me/ in my presence on 10.02.2016.

Sd/-

Netrapal Singh Tomar

Sub-Registrar

Office of Sub-Registrar, Indore.

Thumb Impression of executor of this Deed i.e. Ravindra Kumar Pathak was taken by me/ in my presence on 10.02.2016.

Sd/-

Netrapal Singh Tomar

Sub-Registrar

Office of Sub-Registrar, Indore.

//TRUE TRANSLATED COPY//

ANNEXURE A/12

**COMMITTEE GOLDEN FORESTS (INDIA) LIMITED**

(Appointed by the Hon'ble Supreme Court of India)

Chairman's Off: # 1065/1, Sector 39-B, Chandigarh-160 036 Tel:  
0172-2695065

E-mail:

[committee\\_gfil@rediffmail.com](mailto:committee_gfil@rediffmail.com)[www.goldenforestcommittee.com](http://www.goldenforestcommittee.com)

COM/CHD/P-MP-12/2022/ 888

March 7, 2022

IN RE: SHOW CAUSE NOTICE DATED 05.02.2021

Committee-Golden Forests India Limited.

Versus

1. Babubhai S/o Sh. Amirambhai Joshi,R/o Shankeshwar, Tehsil Sami, District: Patan (Gujarat)
2. Rohit Kumar S/o Naraindass AcharyaR/o 4, Vivekanand Society, Behind Dwarikapuri, Sjuresh Nagar (Gujarat)
3. Sanjay S/o Hariparsad Bhatt,R/o Bhawanikunj, Lalji Madhavji Street, Kalba Chowk, Junagarh (Gujarat)
4. Kaushikbhai S/o Sh. Chhotabhai,R/o C-13, Triveni Society, Subhanpura, Badodra, (Gujarat)
5. Pinakim S/o Sh. Dineshchandwe Shah,R/o Madhavgiri ki Kharki, Bhadrwa, Tehsil Savli, District Barodra (Gujarat)

6. Gulabbhai S/o Chhotubhai Lad,R/o Shivanjli Society Nursery Road, Billimora, District Nabsari (Gujarat)

7. Dalsukhbhai S/o Kumbharbhai Master,R/o Krishanbhuwan, Garba Chowk, Junagarh, Ahamdabad, (Gujarat)

8. Hasmukh Bhai S/o Bhaganbhai Patel, R/o Bempur, Post Mahiyapoor, Tehsil Malpur, District Sabarkatha (Gujarat)

9. M/s. Advantage Equifund Private Limited,A.B. Road, Sndhwa (MP) through its Director Shri Amar S/o Sh. Bhikhulal Agrawal

Argued by: Mr. Punit Bali, Senior Advocate and Mr. Surjeet Bhadu, Advocate for RespondentNo.9. None for Respondents 1 to 6.

## **ORDER**

### **Introduction**

1. A complaint was received by the Chairman, Committee GFIL on 28.01.2021 from one Sh. Jai Singh Thakur son of Kesar Singh, resident of Panda, Tehsil Mhow. The letter disclosed that Padampura Construction Company, a subsidiary of Golden Forests, had illegally sold some land measuring 55 bighas. It was also stated that a colony was being developed and huge profit was being earned. Revenue records and copies of sale deeds were attached with this letter.
2. The land in question was in Neuguradia, Tehsil Mhow, District Indore, Madhya Pradesh.

The following documents were attached with the complaint:

- (i) Kisht Bandi Khatauni 2018-19 reflecting ownership of Advantage Equifund Pvt. Limited.
- (ii) Khasra 5 years (new form)
- (iii) Sale deed No. 86 dated 25.4.1998  
Area: 19.421 ha  
Purchase price: Rs. 4,98,000/-  
Sellers: Janaki Bai & others  
Purchaser: Padampura Construction Pvt. Ltd.
- (iv) Sale deed dated 587 dated 24.8.2004  
Area: 13.091 ha  
Purchase price: Rs 34,91,000/-  
Seller: Padampura Construction Pvt. Ltd.  
Purchasers: Babubhai & seven others
- (v) Mortgage deed dated 24.5.2012  
Mortgagor: Advantage Equifund Pvt. Ltd.  
Property mortgaged: 130 plots measuring 107000 sq. ft.  
(0.995 ha)

3. The matter was inquired into by the Committee. It was found that Padampura Construction Private Limited, Manimajra, was indeed an associate company of Golden Forests (India) Limited (hereinafter referred to as "GFIL"). On examining the attached documents it was found that Padampura Construction Company had sold 13.091 hectares in village Neuguradia, Tehsil Mhow, District Indore, Madhya Pradesh, to Babubhai and seven others on 28.4.2004. A part of this land was further sold by Babubhai and

others to Advantage Equifund Private Limited (hereinafter referred to as "AEPL") on 03.05.2011.

4. Exercising its mandate under various judicial orders, this Committee issued show-cause notices dated 05.02.2021 to Babubhai and seven others and to AEPL, calling upon them to show cause why a recommendation should not be made to the Hon'ble Supreme Court of India to take possession of the property. The order dated 23.11.1998 of the Bombay High Court in Writ Petition No. 344 of 1998 entitled Securities Exchange Board of India v. Golden Forests (India) Ltd.& Ors. is as follows:

*"The respondent-company and its subsidiaries as well as the Directors are directed not to dispose of any property of the respondent-company or its subsidiaries or its Directors till further orders."*

Order dated 05.09.2006 passed in Transfer Case (Civil) No. 2 of 2004 of Supreme Court of India in Securities Exchange Board of India v. Golden Forests (India) Ltd. is as follows:

*"Insofar as the period prior to the appointment of provisional liquidator in the winding up petition in the Punjab and Haryana High Court and Delhi High Court is concerned, the Bombay High Court in its order dated 23<sup>rd</sup> November, 1998 had restrained the company, its subsidiary as well as directors not to dispose of the properties of the respondent company or its subsidiaries or its directors till further orders. It would be to the Committee to make appropriate recommendations to this Court regarding the status of sales made after the restraint order passed by the*

*Bombay High Court on 23<sup>rd</sup> November, 1998. Any application putting a claim for settlement of properties after the restraint order passed by the Bombay High Court should be made to the Committee which shall be at liberty to make appropriate recommendations to this Court for its consideration.*

*Insofar as the settlement/sales of immovable properties for the period between the appointment of provisional liquidator passed by the High Court of Punjab and Haryana and the restraint order dated 17<sup>th</sup> August, 2004 passed by this Court are concerned, any sales/settlement made contrary to the orders passed after the appointment of Provisional Liquidator by the High Court of Punjab and Haryana on 20<sup>th</sup> January, 2003 and the restraint order passed on 17<sup>th</sup> August, 2004 by this Court shall be ignored and the Committee would be at liberty to get hold of those properties by taking vacant possession thereof with the help of civil and police authorities and deal with them in accordance with the directions already given."*

#### **Submissions of Respondent 1-6**

5. Babubhai and five others (respondents 1 to 6) appeared before the committee on 24.03.2021 through Sh Vaikank Joshi, Advocate, and submitted that two of the original purchasers namely Dalsukhbhai and Hasmukhbhai (arrayed as respondents not 7 & 8) had died. Accordingly, presence of these two respondents was dispensed with. Sh. D.K.Singhal, Advocate, appeared for AEPL and sought time for getting copies of some documents.

6. The defence pleaded by Babubhai and five others (respondents 1 to 6) is that they were residents of Gujarat and had come to know of an investment scheme launched by GFIL to double money in three and a half years. GFIL appointed several agents in various areas of Gujarat. The respondents had joined hand with GFIL as agents. The respondents' case is that acting as agents of GFIL they took deposits from many persons and credited the amounts to GFIL's account. Receipts were given to the investors on behalf of the company. Later the respondents came to know that the company had gone into liquidation (sic) and was not in a position to return the deposits to the depositors. Several complaints were filed against the company and the agents were also involved in police complaints. Respondents approached GFIL, who then decided to sell properties held by its subsidiary company, Padampura Construction Company Pvt. Ltd. vide their resolution dated 05.12.2000 and return money, to the investors from the sale proceeds. Sh. A.D.Sharma was appointed the authorized person to sell various properties of the company.
7. Respondents (1 to 6) submit that they paid the dues to the investors/depositors on behalf of the company and presented the receipts to Sh. A.D.Sharma and demanded the money from the company. They were informed that the company had no property in Gujarat and were advised to purchase company's land in Neuguradia, Tehsil Mhow, District Indore, Madhya Pradesh. Thereafter respondents (1 to 6 and the deceased respondents) purchased land bearing revenue survey numbers 81/1, 91/1, 97,

98/1, 91/1 to 99/3, 110/1 to 110/3 (total 13.091 hectares) from Padampurs Construction Pvt. Ltd. on 28.04.2004.

8. Later the above respondents decided to sell a part of the land to Sh. Piyush Aggarwal and Sh. Pavan Tiwari against the consideration amount and executed General Power of Attorney in their favour on 25.11.2010. Since then the respondents do not have possession of the property.

### **Submissions of Respondent 9**

9. Reply was also filed Respondent 9, Advantage Equifund Pvt. Ltd. (AEPL). It was stated that AEPL had on 03.05.2011 purchased 8.349 hectares from respondents 1 to 5 through their power-of-attorney holders for valid consideration of Rs 1,47,30,000/-. True copy of sale deed dated 03.05.2011 is Annexure 'C' and the receipts issued by the sellers are at Annexure 'D'. The name of AEPL was then entered in the revenue records, copy of the entry is at Annexure "E".
10. It has been submitted by AEPL (Respondent 9) that land was purchased from respondents 1 to 5 through a valid sale deed after due diligence and conducting all reasonable enquiries. After registration of the sale deed, respondent 9 acquired a clear and valid title for valuable consideration. Sub-Divisional Officer granted development permission and a part of the land was mortgaged for EWS plots in terms of the rules. The respondent also obtained various permissions from the authorities for developing a colony, like registration as a colonizer/builder,



permission for development, mortgagee of 25% of plots, permission to sell 34 mortgaged plots, allot and sell 66 plots in EWS category, cleared liability to pay dues (copies of supporting documents have been annexed as Annexures "F" to "M"). Various other permissions were taken from the concerned department and have been annexed as Annexure "N." A development agreement dated 12.09.2012 had been entered with Richfield Infra Built Pvt. Ltd. granting development rights under which AEPL was to retain 25% of sale proceeds and 75% was to be paid to the builder. This agreement is Annexure "O".

11.Total number of plots developed was 478, out of which 342 had been sold through registered sale deeds and 115 plots were mortgaged from which 34 had been sold after taking permission. The List of plots has been annexed as Annexure "P". This list shows that actually 341 plots had been sold and registered.

12.Respondent 9 is also relying on auction notice dated 11.05.2018 (Annexure "R") issued by this Committee regarding properties for sale but the notice does not include the lands in question. Likewise details taken from the Committee's website also contain the lands available for sale but does not include the land in question. Lastly, along with additional submissions, list of registered plot holders and photographs of the colony have been filed as Annexures "T" and "U."

13.The main contention of respondent 9 is that it is a bona fide purchaser for valuable consideration. The respondent neither had

knowledge nor reason to believe, despite exercise of prudence and due diligence, that a restraint order had been imposed on properties of Golden Forests (India) Limited and its subsidiary companies.

14. It was also submitted that even the authorities remained silent at the time of registration and at the time of granting the various permissions for development. There was complete absence of information in judicial records or in public knowledge with regard to any restraint on transfer of the property. There was no material with the respondent either at the stage of entering into the transaction or at any stage thereafter, till the issuance of the show-cause notice, to infer that sales were prohibited.

### **Considerations**

15. Certain facts are undisputed. Padampura Construction Private Limited, Mani Majra, Chandigarh in all owned 19.421 hectares of land in village Neurguardia, Tehsil Mhow, District Indore, Madhya Pradesh. The land was purchased by this company from Janaki Bai & others on 25.04.1998 for Rs 4,98,000/-. The company is mentioned at serial no. 77 in the list of subsidiary and associates companies of Golden Forests (India) Limited. The property of this company, therefore, comes under the custody and control of this Committee. Under the Supreme Court mandate, properties of GFIL and its subsidiary and associate companies are required to be sold to return money to lacs of investors.

However, the Committee's record relating to properties of the Golden Forests group of companies is based on Dr. Namavati Report and information received from other sources. It is true that the Committee came to know about the land in question for the first time when the subject complaint was received on 28.01.2021 and the matter was examined by the Committee. It's for this reason that the details of the land are missing from the auction notice dated 11.05.2018. This makes no difference because the land was purchased by Padampura Construction Private Limited (a Golden Forest group of companies).

16. Directors of GFIL were also promoters of Padampura Construction Private Limited. They ignored the restraint orders issued by the Bombay High Court on 23.11.1998 and transferred its property by sale to respondents 1-8 on 28.04.2004 for Rs. 34,91,000/- through registered sale deed. The respondents were not investors in any of the Golden Forests group of companies but were in fact agents of GFIL, who collected money from the general public for investment in GFIL. When investors came to know that GFIL and its group of companies were under liquidation (the term used by them to mean financial stress) they approached the company's agents, respondents 1-8 for return of their money. After the respondents returned the money to the investors, they in turn approached GFIL for refund. This was stated by respondents 1 - 8 but no proof of money was produced. The company then purportedly passed a resolution on 05.12.2000 and on its basis transferred 13.091 hectares of land in village Neurguardia to

respondents 1-8 on 28.04.2004. This is how the transferors came to own the land in question.

17. The transaction between respondents 1-8 (self-proclaimed agents) and GFIL is an opaque transaction because the transferors have not disclosed before this Committee the extent of refund of investment they made to the investors, nor produced any proof of return, as agents of GFIL. They also do not disclose the sale consideration for which Padampura transferred 13.091 hectares to them on 28.04.2004. Copy of the sale deed has not been filed by them but is available on record having been sent by Sh. Jai Singh Thakur along with his complaint.

18. Save for 8.183 ha transferred by respondents 1 to 8 to AEPL on 03.05.2011 for Rs. 1,47,50,000, the balance land measuring 4.908 ha is still wrongly held by respondents 1 to 8.

19. The narration of facts mentioned in the reply filed by respondent 9 (AEPL) does show that this company purchased 8.349 hectares on 03.05.2011 for Rs 1,47,30,000. After this AEPL began planning development on 8.349 hectares, obtained necessary permissions and clearances. AEPL entered into a development agreement on 12.09.2012 with Richfield Infra Built Pvt. Ltd. granting development rights to the developer over 8.183 hectares (sic). Under this agreement AEPL (land owner) was to retain 25% of sale proceeds and 75% was to be paid to Richfield Infra Built Pvt. Ltd. (promoter & developer).

### **Committee's Mandate**

20. The promoters of GFIL were bound by the order passed by Bombay High Court on 23.11.1998 in Writ Petition No. 344 of 1998 titled as Securities & Exchange Board of India Vs. Golden Forests (India) Ltd. & Ors. whereby GFIL and its subsidiaries as well as the Directors were directed not to dispose of any property of the respondent-company or its subsidiaries or its Directors till further orders.

21. This Committee derives its mandate from order dated 05.09.2006, in T.C.(C) 2 of 2004, Securities and Exchange Board of India vs. Golden Forests (India) Ltd. the Hon'ble Mr. Justice Ashok Bhan and Hon'ble Mr. Justice Sirpurkar. Supreme Court gave further directions to the Committee on 15.10.2008 to take over all the assets mentioned in the valuation report prepared by Dr. Namavati regarding the properties of Golden Forests Group of Companies, and enumerated guidelines regarding auction sales by the Committee.

22. Supreme Court had ordered that a certified copy of the Order of the Court as contained in the Record of Proceedings dated 5.9.2006 be forwarded to Chief Secretaries of all States, Administrators of all Union Territories, Director Generals of Police of all States and Union Territories for information and necessary action.

#### **Status of 19.421 ha**

23. The submissions of the parties and examination of the revenue records establish the following facts:

- Property measuring 19.421 ha situated in Village Neuguradia, Tehsil Mhow, Distict Indore, Madhya Pradesh was originally purchased by Padampura Construction Pvt Ltd from Janaki Bai & others on 25.04.1998 for Rs 4,98,000/-.
- Part of the above property measuring 13.091 ha was sold to Babubhai & seven others on 28.04.2004 for Rs 34,91,000/-.
- Part of the property measuring 8.349 ha was further sold by Babubhai and others to Advantage Equifund Pvt Ltd on 03.05.2011 for 1,47,30,000/-.
- Part of the property (130 plots measuring 0.995 ha) was mortgaged by AEPL on 24.05.2012for getting development permission.
- The property of AEPL was developed into plots by Richfield on the basis of development agreement dated 12.09.2012 and sold to 434 plots holders.
- The breakup of ownership of 19.421 ha is as follows:
 

(A)Padampur Construction Pvt. Ltd.	6.330 ha
(B) Babubhai & others	4.750 ha
(C)Advantage Equifund Pvt. Ltd.	8.349 ha
(D)Out of 8.349 ha mortgage by AEPL	0.99 ha

### **Conclusions**

24.Transfer of 13.091 ha by Padampura Construction Pvt. Ltd. to Babubhai and seven others on 28.04.2004 was in violation of

restraint orders, therefore, the sale to Babubhai & others is void. Consequently, all subsequent transactions/transfers of 8.349 ha by Babubhai and others to AEPL vide sale deed dated 03.05.2011, mortgages created on 0.995 ha by AEPL on 24.05.2012, development agreement between AEPL and Richfield 12.09.2012 and sale of 434 plots on various dates, as reported to this Committee by AEPL are also void and of no legal effect.

25. The misconduct by Padampura Construction Pvt. Ltd. is extremely grave. The property was originally bought on 25.4.1998 from money deposited with GFIL by thousands of investors. The directors and promoters of GFIL and Padampura Construction Pvt Ltd brazenly violated the restraint orders passed by the Bombay High Court on 23.11.1998, when this property was sold to Babubhai & others on 28.04.2004. Babubhai & others were agents of GFIL and had been taking deposits from investors on behalf of GFIL. It must be presumed that these persons knew very well the financial position of GFIL as they were the company's agents and have stated in their reply that GFIL had gone into 'liquidation.' Babubhai & others were parties to the violation of the restraint order dated 23.11.1998 and cannot be forgiven for deceitfully selling 8.349 ha to AEPL.

### **Recommendations**

26. On the basis of the above discussions it is directed that the entire property of Padampura Construction Pvt. Ltd. measuring 19.421 ha is liable to be taken possession of by this Committee. Warrant of possession be issued for execution to the concerned

Collector/Revenue Officer at Mhow, District Indore, Madhya Pradesh. Details of this property are as under:

As per Sale Deed No.86 dated 25.04.1998, Padampura Construction Pvt. Ltd. purchased land measuring 19.421 Hectare or 233.08 Bigha for Rs.4,98,000/- in which Khasra No.87 Area 3.893 Hectare and 88 Area 5.455 Hectare and 91/1 Area 2.523 Hectare and 97 Area 0.219 Hectare and 98/1 Area 1.564 Hectare and 99/1 and 99/3 Area 4.142 Hectare and 110/1 and 110/3 Area 1.625 Hectare, Total Land 19.421 Hectare.

27. However, having carefully considered the circumstances with regard to property purchased by AEPL from Babubhai it seems that AEPL may have been purchased in ignorance but not in defiance of the order. The deceit and misrepresentation was practiced by Babubhai & others who knew full well that GFIL was facing financial difficulties. They brazenly went ahead to sell the property to AEPL without disclosing the information they possessed regarding GFIL and other subsidiary companies.

28. After purchasing 8.349 ha, AEPL took several steps to develop the property, obtains development permissions, engage Richfield to develop the property, create a mortgage on 0.995 ha, and further sell 434 plots. Too many 3<sup>rd</sup> and 4<sup>th</sup> party rights and interests in the property have come into existence which have caused too many complications because fairness would require granting hearings to the transferee plot holders before repossession their plots. After repossessing the plots, the plots shall be again put up for sale in the open market.



29. Therefore, the transaction regarding sale of 8.349 ha to AEPL can be treated as a voidable one by the Committee. It is proposed to give an opportunity to AEPL to get the purchase transaction regularized and title perfected. By adopting this step the Committee will not suffer a loss and will avoid lengthy proceedings against hundreds of plot holders, because procedural justice shall require service of notices to the plot holders and a hearing before taking a decision. Details of land sold by Babubhai and others to AEPL are as follows:

As per Sale Deed No.219 dated 03.05.2011, Babubhai and others sold land measuring 8.349 Hectare or 100.10 Bigha for Rs.1,47,30,000/- in favour of M/s Advantage Equifund Pvt. Ltd. in which Khasra No.88/1 Area 3.018 and 91/1 Area 2.553 Hectare and 97 Area 0.219 Hectare and 98/1 Area 1.564 and 99/1-99/3 Area 0.629 and 110/1 Area 0.200 Hectare, Total land sold as per sale deed is 8.183 Hectare.

30. Advantage Equifund Private Ltd. (AEPL) shall have an opportunity to get the above transaction regularized by depositing the circle rate for the year 2021-22 on 8.349 ha with the Committee, within 1 month from the date of confirmation of this order by the Hon'ble Supreme Court of India.

A recommendation in this regard is made to the Hon'ble Supreme Court of India.

Sd/-	Sd/-	Sd/-
Justice K.S. Garewal (Retd) Chairman Committee – GFIL	P.L. Ahuja, Member Committee – GFIL	B.M. Bedi, Member Committee – GFIL

ANNEXURE A/13

**BEFORE THE HON'BLE COMMITTEE GOLDEN  
FORESTS (INDIA) LIMITED**

**Appointed by the Hon'ble Supreme Court of India)**

To

The Chairman

Committee-Golden Forests (India) Limited

Address: 1065/1, Sector 39-B, Chandigarh 160036

**Reference:** Letter/Warrant of Possession COM/CHD/P 12/2022/127  
dated 09 May 2022

Kailash Agrawal S/o Shri Surajmaljt Agrawal

R/o H. No 2509 Gokulganj, Mhow

District Indore (MP)

Mob. No.

...Applicant

**REPRESENTATION**

The applicant most humbly and respectfully submits as under:-

1. That, the applicant is the owner and in possession of land bearing survey no. 99/3 99/1, 110/1/2 110/3 Peki area 1.646 Hectares situated at Village Neuguradiya, Tehall Dr Ambedkar Nagar Mhow District Indore (MP) (hereinafter referred to as the applicant's land) The Land was purchased by the applicant while paying the complete consideration through a registered sale deed dated 04 September 2012 registered at Sub-registrar's office Mhow (The copy of registered sale deed in favour of the applicant is annexed hereto as **Annexure A/1**).

2. That, very recently the applicant came to know about the proceedings carried out by the Committee - Golden Forests (India) Limited (Appointed by the Hon'ble Supreme Court of India) (hereinafter referred to as "the Committee) in respect of the possession of property bearing Survey no. 99/1-99/3 Area 3.513 Hectares and 110/1-110/3 Area 1 425 Hectare Total land 4.938 Hectare situated in Village Neuguradiya, Tehsil Dr Ambedkar Nagar (Mhow), District Indore (MP) (hereinafter referred to as disputed land) The committee was further pleased to issue a warrant of possession dated 09 May 2022 for taking over the possession of the disputed land for and on behalf of the committee. It is pertinent here to mention that the applicant's land as aforesaid is a part of the disputed land which was purchased by the applicant.
3. That, since the disputed land comprises of the applicant's land but the warrant of possession hereinabove mentioned was issued by the committee against the previous owners of the disputed land and not against the applicant. The applicant is exercising all its ownership, possessory and easementary rights over its land but because the warrant of possession has been issued in respect of the disputed land (which includes the applicant's land) so it directly affects the ownership rights and enjoyments of the applicant.
4. That, in the interest of justice and to meet the ends of justice, a reasonable opportunity of hearing must be afforded to the applicant in respect of the land held by him being a part of the disputed land. As the applicant is the registered owner of the

part of the disputed land the applicant must be given an opportunity to make submissions and lead evidence (if any) on his behalf while adhering to the principles of natural justice.

5. That, any action taken by the committee in respect of the applicant's land or the disputed land without hearing the applicant would amount to violation of principles of natural justice and would tantamount to breach of legal rights guaranteed by the law and further would be detrimental to the interest of the applicant and against the law.
6. That, the applicant is ready to co-operate in the proceedings and adhere to all the provisions of law prevalent at the relevant point of time.

### **PRAYER**

Therefore, it is most humbly and respectfully prayed that, kindly accept this representation and accordingly grant a reasonable opportunity of hearing to the applicant to put its case before the committee and further kindly do not direct for any coercive action in respect of the disputed land which would be against the applicant till the applicant has been given proper opportunity of hearing and making submissions and leading evidence.

Place: Dr Ambedkar Nagar

Date 14-06-2022

Submitted by

Sd/-

Applicant

Kailash Agrawal, 2509, Gokul Gani  
Mhow, (MP) Ambedkar Nagar Dis Indore  
Mobile No -73545-00000

ANNEXURE P/14

**COMMITTEE GOLDEN FORESTS (INDIA) LIMITED**

(Approved by the Hon'ble Supreme Court of India) Chairman's Off  
1065/1, Sector 39-B. Chandigarh-160036 Tel 0172-2695065 E-mail:  
[committee\\_sfil@rediffmail.com](mailto:committee_sfil@rediffmail.com) [www.goldenforestcommittee.com](http://www.goldenforestcommittee.com)

Date: 22.06.2022

No P-MP-12/2022 226

To

Sh. Kailash Agarwal S/o Sh. Surajmalji Agarwal  
R/o H. No. 2509, Gokulganj, Mhow,  
District Indore (MP)

**NOTICE OF APPEARANCE****In the matter of Committee-GFIL, Versus Shri Kallash Agarwal.**

Reference: Warrant of possession No. COM/CHD/P-MP-12/2022/127  
dated 9.5.2022.

The above mentioned case (Your representation dated 14.6.2022  
received in the Committee's office on 21.6.2022). You are directed to  
appear before Committee for hearing on **13.7.2022** at **11.00 AM**. in  
the Chairman's office.

Border of the Committee

Sd/-

Member

**MEMBER****COMMITTEE GFIL**

//TRUE TYPED COPY//

**COMMITTEE GOLDEN FORESTS (INDIA) LIMITED**

(Appointed by the Hon'ble Supreme Court of India)

Chairman's Off: # 1065/1, Sector 39-B, Chandigarh-160 036 Tel: 0172-2695065

E-mail:

[committee\\_gfil@rediffmail.com](mailto:committee_gfil@rediffmail.com)[www.goldenforestcommittee.com](http://www.goldenforestcommittee.com)

COM/CHD/P-MP-12-C/2023/482

August 31, 2023

Re: Representations on behalf of: (1) Mishra & Mishra Realty Private Limited, through Mr. Yogesh Mishra S/o Shri Babu Lal Mishra, resident of 1182/2, Nanda Nagar, Main Road, Indore (M.P.) and (2) Kailash Agarwal S/o Shri Surajmalji Agarwal, resident of 2509, Gokul Ganj, Mhow, District Indore (M.P.), both dated 24.8.2022.

1. Mishra & Mishra Realty Private Limited has filed a representation dated 24.08.2022 for vacation of warrant of possession dated 09.05.2022. An identical representation has also been filed by Kailash Agarwal. Both representations shall be taken up and decided by this common order.
2. Padampura Construction Private Limited, a subsidiary of Golden Forests (India) Limited, owned 19.421 hectare of land in Village Neuguradia, Tehsil Mhow, District Mhow, Indore. (M.P.). The property had been purchased by Padampura from Janki Bai and others on 24.05.1998 for Rs. 4,98,000. This was a valid purchase by a subsidiary company of Golden Forests group of companies, mentioned at serial no. 77 in the list of subsidiary and associate companies. The property, therefore, comes under the custody and

control of this Committee. Under the mandate of the Supreme Court, the properties of Golden Forests (India) Limited and its subsidiary/associate companies are required to be sold to return the money to the investors.

3. Out of above 19.421 ha, Padampura sold 13.091 ha to Babu Bhai and seven others on 24.08.2004 vide registered sale deed (Annexure D-2).
4. Babu Bhai and four others further sold 8.183 ha to M/s. Advantage Equifund Private Limited through registered sale deed on 03.05.2011. Copy of sale deed is Annexure D-4.
5. One of the Babu Bhai group, Dalsukhbhai, died and his legal heirs Vijaya Ben (wife) and Kokila Ben (daughter) inherited the property of the deceased. Legal heirs then along with one of the owners, Hasmukh Bhai, sold 3.288 ha to Mishra and Mishra through two sale deeds dated 31.03.2012 (2.783 ha) and 06.08.2012 (0.505 ha). Sale deeds in favour of Mishra & Mishra are Annexure D-7 and D-8.
6. Another member of Babu Bhai group, Gulab Bhai sold 1.646 ha to Kailash Chandra Agarwal on 04.09.2012 (Annexure D-9).
7. The applicant's case is not that their land stood developed after obtaining proper legal sanctions from the competent authorities, under the development laws of the State. The applicant is trying to claim parity with the orders passed on 07.03.2022 in favour of M/s. Advantage Equifund and order passed on 15.09.2022 in favour of

Multy Innovative Education & Research Society (MIERS). In both the cases the Committee had concluded that sale by Padampura to Babu Bhai on 28.4.2004 was in violation of restraint order which have been passed by the Bombay High Court and Supreme Court of India. Therefore, the entire property of Padampura, measuring 19.421 ha. was liable to be taken into possession by the Committee. Warrants of possession were issued for execution by the concerned Revenue Officer, Mhow.

8. However, the Committee also found that Advantage Equifund took several steps to develop the property, obtain development permissions, engaged Richfield to develop the property, create a mortgage on 0.995 ha, and after plotting further sold 434 plots. Many third and fourth party rights and interests in the property had come into existence, which caused too many complications because fairness would have required granting hearings to the transferee plot holders before repossession of their plots. After repossession, the plots shall have again been on sale in the open market.
9. Therefore, M/s. Advantage Equifund was given an opportunity to get the above transaction regularized by depositing circle rate on 8.349 ha within one month from the date of confirmation of the order by the Supreme Court of India.
10. Likewise, Multy Innovative Education & Research Society [MIERS] had purchased 1.515 ha from Mishra & Mishra and taken needful sanctions from various authorities like TNCP, Gram Panchayat etc. after going through a very lengthy process, obtained NOCs from various government departments granting them



permission to start an educational institution on the land. The society had started a school known as "The Upanishad School" and enrolled 400 students from Nursery to Class VII. The school is also recognized by State Education Department.

11. In view of the above circumstances, this Committee had held: that the transaction regarding sale of 1.515 ha to MIERS can be treated as a voidable one by the Committee. An opportunity to MIERS was given to get the purchase transaction regularized and title perfected. By adopting this step, the Committee would not suffer a loss and shall avoid lengthy proceedings which may interrupt the education of hundreds of students of The Vedanta School. Justice shall have required service of notice to the School and a hearing before taking a decision.

12. Neither Mishra & Mishra nor Kailash Agarwal have taken any steps to develop the subject properties for any purpose before show cause notice and warrant of possession was issued. Therefore, they do not enjoy any parity with the cases of M/s. Advantage Equifund and MIERS. Both the representations are rejected. Orders be issued to take immediate possession of the properties which stand in the name of Mishra & Mishra Realty Private Limited (Mishra & Mishra has been left with 1.773 ha having sold 1.515 ha to MIERS) and Kailash Agarwal (1.646 ha).

Sd/- K Justice K.S. Garewal (Retd) ChairmanCHAIRMAN COMMITTEE-GFIL	Sd/- P.L. Abuja Member MEMBER COMMITTEE-GFIL	Sd/- B.M. Bedi Member MEMBER COMMITTEE-GFIL
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**IN THE SUPREME COURT OF INDIA**  
**CIVIL ORIGINAL JURISDICTION**  
**I.A. NO.            OF 2023**  
**IN**  
**WRIT PETITION (CIVIL) NO. 188 of 2004**

**IN THE MATTER OF:**

M/S Raiganj Consumer Forum ... Petitioner

Versus

Union of India &Ors. ... Respondents

**AND IN THE MATTER OF:**

Sh. Kailash Agarwal ... Applicant

**APPLICATION FOR EXEMPTION FROM  
FILING OFFICIAL TRANSLATION**

.....

To,

Hon'ble the Chief Justice and his  
Hon'ble Companion Justices of the  
Hon'ble Supreme Court of India

The humble application of the  
Applicant above-named

**MOST RESPECTFULLY SHEWETH:**

1. The Applicant herein has filed an accompanying application seeking impleadment Petitioner in the captioned petition (**Petition**) pending before this Hon'ble Court.

2. It is respectfully submitted that the Annexures A/2 to A/11 are annexed with the Application for Direction were originally in Hindi and since there was urgency in the matter and the said Annexure was to be filed urgently along with the Application for Direction, and apprehending long time to be taken by the Official Translator, the Applicant got the same translated into English through his own source. It is submitted that the said translation has been done by a competent person who is conversant with the legal phraseology and the same are correct and true English Translation of the said Annexure. It is in the interest of justice that the English Translation filed by the Applicant is taken on record and the Applicant be exempted from filing the Official Translation.

**P R A Y E R**

It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to –

- a) Exempt the Applicant from filing Official Translation of Annexures A/2 to A/11; and
- b) Pass such other and further order or orders as may be deemed just and proper by this Hon'ble court on the facts and in the circumstances of the case.

**AND FOR THIS ACT OF KINDNESS, THE APPLICANT AS IN DUTY BOUND SHALL EVER PRAY.**

**NEW DELHI**  
**DATED: 30.09.2023**

**FILED BY;**



**(ARJUN GARG)**  
Advocate for the Petitioner