

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, DELHI
O.A. NO.763 OF 2024**

IN THE MATTER OF

**Sidhartha Extension Pocket C Residents Welfare
Association (Regd.)**

... APPLICANT

Vs

NCRTC & ORS

... RESPONDENTS

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NDOH- 02/12/2024

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1.	Affidavit on behalf of Respondent no.3/MCD	1- 3
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Through :



**PUJA KALRA
Standing Counsel MCD
Chamber-430, Block-I,**

Delhi High Court, New Delhi

Mob. 9312839323

Email:- pujakalra09@gmail.com

**NEW DELHI
DATED 29/11/2024**

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IN THE MATTER OF

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**STATUS REPORT-CUM-AFFIDAVIT ON BEHALF OF
RESPONDENT NO 3 /MCD IN O.A. NO.763 OF 2024**

Most respectfully showeth:-

I, P.K. Banerjee, S/o Sh. Sunil Kumar Banerjee, aged about 55 years, working as Deputy Director (Hort.), MCD/Central Zone do hereby solemnly affirm and state as follows: -

1. That O.A. raises substantial issue relating to compliance of the environmental norms and implementation of scheduled enactments.
2. That the grievance of the applicant is in respect of felling of trees at Siddhartha Extension in the process of construction of Delhi Meerut Regional Rapid Transit System which is 82.15 km semi high

speed rail corridor which will connect Delhi, Ghaziabad and Meerut. It is being build by respondent no. 1. The plea of the applicant is that in the process of building the RRTS track as many as 40 trees of Siddhartha Extension Pocket C will be uprooted and out of these 40 trees about 25 trees are fully grown up i.e. at height of 60-80ft). Further plea is that these trees even cannot be relocated.

3. That a complaint dated 21/05/2024 addressed to Assistant Director(Horticulture) by the Sidhartha Extension Pocket-C Residents Welfare Association, was received. In response to the complaint, an inspection of the site was carried out by the Section Officer(Hort.) and upon inspection it was found that no tree was found cut by the NCRTC so far in the Pocket-C, Sidhartha Extension.
4. That it is pertinent to mention here that the permission for pruning/cutting of trees is granted by the Department of Forest & Wildlife, GNCTD.

5. That MCD has not granted any permission to the NCRTC nor applied on their behalf to the Department of Forest & Wildlife, GNCTD for pruning/cutting of trees for the purpose of construction of RRTS track.
6. That the Land & Estate Department of erstwhile South Delhi Municipal Corporation (now Municipal Corporation of Delhi) allotted some land to NCRTC on its request dated 31.03.2021. The copy of the allotment letter dated 30.11.2021 bearing no.AO/L&E/SDMC/2021/D-297 is enclosed as **Annexure-A.**

PK Banejee

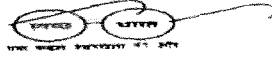
RESPONDENT NO.3 MCD

DATE *29-11-2024*

PLACE

Through :

**PUJA KALRA
Standing Counsel MCD**



SOUTH DELHI MUNICIPAL CORPORATION
LAND & ESTATE DEPARTMENT
7TH FLOOR, E-1 WING, Dr. SPM CIVIC CENTRE
J.L. NEHRU MARG, NEW DELHI - 110002
landestatesdmc@gmail.com

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No. AO/L&E/SDMC/2021/D- 497

Dated: 30 .11.2021

To

Sh. Vinay Kumar Singh,
Managing Director,
National Capital Region Transport Corporation (NCRTC),
Gati Shakti Bhawan
INA, New Delhi -110023.

Subject:-Allotment of land to NCRT Corporation on permanent and temporary basis on way leave charges

May please refer to your letter of NCRTC dated 31.03.2021 requesting therein for allotment of land on temporary and permanent basis at ROW for stabling yard alignment through SDMC parks inside and adjacent to Sidhartha extension pocket-C of size measuring 12.56 sqm. on permanent basis and 919.8 sqm. elevated on way leave charges.

In this regard I am directed to say that Corporation, SDMC vide Resolution No. 119 dated 29.09.2021 has accorded the approval for allotment of land size measuring 12.56 sqm. on permanent basis and 919.8 sqm. elevated on way leave charges to NCRTC at the following locations on institutional rates (No profit/No Loss).

I. No	Location of Land & Purpose	Area (in Sqm.)	Rates	Amount Chargeable on)
1.	Construction for 4 piers (Dia for 1 pier= 2m and area required for 1 pier= 3.14sqm(Permanent)	12.56 Permanent	Rs. 573.22 Lacs/Acre Rs. 14164.59 sqm. (No profit No Loss)	12.56X14164.59 = Rs. 1,77, 908/-
2.	Elevated area	919.8 Way Leave	Way leave Rs. 8,000/- sqm	919.8x8000= Rs.73,58,400/-
Total				Rs. 75,36,308/-

The total amount recoverable towards the above permission of land on permanent and elevated on way leave charges are Rs75,36,308/-.

5. The aforesaid land has been allotted on the following terms and conditions:

(a) The allottee (NCRTC) shall pay the land cost as detailed above for permanent transfer and 5% of land cost per annum for temporary transfer as provisional rates worked out on the basis of rates charged by L&DO/DDA in advance, subject to time to time revision.

(b) The NCRTC shall submit an undertaking to the effect that - (i) it shall pay the difference in premium of land and ground rent chargeable in case of

revision in rates with retrospective effect and (ii) that it shall fulfill the conditions it had agreed to with the zonal authorities/departments at the time of survey.

(c) The allottee, NCRTC shall get the construction plan approved from the local municipal authorities and there shall be no violation of building by-laws and deviation in any manner whatsoever for the use of land allotted for specific purpose. In case of any violation of terms and conditions, the SDMC shall have the right to resume possession of the pocket of land in respect of which working permission has been granted.

(d) The NCRTC shall not use the allotted area for any commercial purpose without taking prior approval of the Corporation in writing or otherwise; it shall be liable to pay incidental commercial charges to SDMC along with penalty to be decided by the Corporation, notwithstanding the right of Corporation of resume the possession of land pocket in question.

(e) The land allotted to NCRTC shall not be sublet/transferred or mortgaged wholly or in part to any person or institution without prior approval of the Corporation in writing.

(f) In respect of the building structures, if any, situated on the land, NCRTC shall pay current cost of construction to the agency owning the building structures.

(g) The removal of structures or encroachments, if any, on the allotted land shall be the responsibility of the allottee.

(h) The allotment of the land shall be affected from the date of issuance of the allotment letter.

(i) The allottee shall be required to construct the building in conformity with the architectural surroundings of the area, after taking due clearance from the concerned authorities.

(j) The trees, if any, standing on the plot shall remain as government property and shall not be removed or otherwise disposed of without obtaining the prior permission of concerned authority.

(k) In the event of dissolution of The National Capital Region Transport Corporation the land allotted and the assets created thereon shall be transferred to an institution having the similar aims and objectives with prior approval of the government as such compensation that may be determined by the SDMC at its absolute discretion.

(l) The Commissioner or his nominee may at any time inspect the site or cause to be inspected the sit (land) and the premises thereon with or without any prior notice to The National Capital Region Transport Corporation. Refusal to allow inspection of the site and the premises shall amount to violation of the terms calling for suitable action including resuming possession of the land pocket.

(m) Acceptance of premium of land during the existence of unauthorized construction or misuse of the premises shall not be considered as a waiver.

(n) The allotment of land shall be further subject to the terms and conditions of the Memorandum of Agreement and the lease Deed to be executed between the Corporation and NCRTC.

(o) It shall not lease/sub-lease/concession the land for property development or any other activity or revenue generating purpose(s).

(p) NCRTC shall bear the cost of shifting, relocating tehbazaris, stalls, kiosks or any other structure such as school building, dispensary, etc. coming in the way of the project.

(q) NCRTC shall ensure that no damage is done to the statues installed in parks and shall safely relocate them after completion of the project.

(r) NCRTC shall restore structures wherever they are coming in the way of the project after completion of the project.

(s) NCRTC shall in co-ordination with the officials of L&E Dept., zonal officials and officials of other concerned departments of SDMC carry out photography and videography of the sites before commencing work.

(t) In the event of failure to comply any of the covenants/conditions contained herein above by NCRTC, it shall amount to violation of the agreement and action as per law shall be initiated.

In view of the above, the land is allotted on permanent basis and on way leave charges subject to deposition of Rs. **75,36,308/-** (Rs. Seventy Five Lakh Thirty Six Thousand Three Hundred Eight only) in the form of Demand Draft in favour Commissioner, SDMC.



Administrative Officer
Land & Estate Department/SDMC

Copy to:-

1. A&C (I/C L&E/SDMC.
2. Deputy Commissioner, L&E

- Copy for kind information to Commissioner/SDMC.

