

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH AT NEW DELHI**

ORIGINAL APPLICATION NO. 914 OF 2022

IN THE MATTER OF:
KAMLESH JONWAL

...APPLICANT

VERSUS

UDAY PUNJ & ANR.

...RESPONDENTS

INDEX

SL. NO.	PARTICULARS	PAGE NO.
1.	Additional Affidavit on behalf of the Applicant.	1-6
2.	ANNEXURE-A-1 (COLLY) Copy of the photographs duly manifesting the said above averments of four lane public roads.	7
3.	ANNEXURE-A-2 (COLLY) Copy of the photographs manifesting the said above averments of the Green Belts on both the sides of road.	8-9
4.	ANNEXURE-A-3 (COLLY) Copy of photographs showing underground reservoir for water division.	10
5.	ANNEXURE-A-4 (COLLY) Copy of photographs underground water chamber on green belt.	11
6.	ANNEXURE-A-5 (COLLY) Copy of the photographs showing the area being used for community centre and the commercial shopping complex.	12-13
7.	<u>ANNEXURE-A-6 (COLLY)</u> Copy of the photographs showing the exit gates of the Kaveri Apartment.	14

8.	<u>ANNEXURE-A-7 (COLLY)</u> Copy of the photographs showing the construction of wall on both the sides of road covering green belt.	15
9.	<u>ANNEXURE-A-8 (COLLY)</u> Copy of the photographs which manifests the walls which have been gated and guarded by the guards.	16
10.	<u>ANNEXURE-A-9 (COLLY)</u> Copy of the photographs showing the bricks restricting the pathways for pedestrians.	17
11.	<u>ANNEXURE-A-10 (COLLY)</u> Copy of the emails to DDA & DCF and photographs which shows the cutting of the trees.	18
12.	<u>ANNEXURE-A-11</u> Copy of the housing scheme brochure, 2010 of DDA.	19
13.	Proof of Service	20

FILED BY:

Ankit Raj

**ANKIT RAJ
ADVOCATES FOR THE APPLICANT
A-13, LGF, LAJPAT NAGAR-III**

**NEW DELHI
DATED: 19.03.2024**

**NEW DELHI-110024
PH: 7838379879, 9968368407
EMAIL: adv.ankit.mail@gmail.com**

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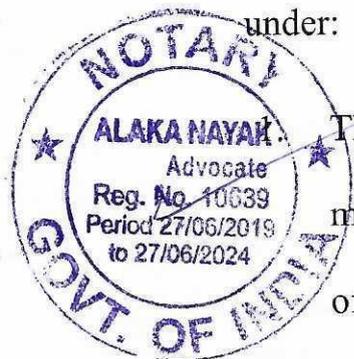
VERSUS

UDAY PUNJ & ANR.

...RESPONDENTS

ADDITIONAL AFFIDAVIT ON BEHALF OF THE APPLICANT

I, Richa Jain, D/o Narendra Kumar Jain, Aged about 38 years, Resident of 243, Kaveri Apartments, D-6, Vasant Kunj, New Delhi-110070 am the Vice President of the Residents' Welfare Association Vasant Kunj D-6 Kaveri Apartments having its office at RWA Office, D-6, Vasant Kunj, New Delhi-110070 Presently at New Delhi, do hereby solemnly affirm and declare as under:

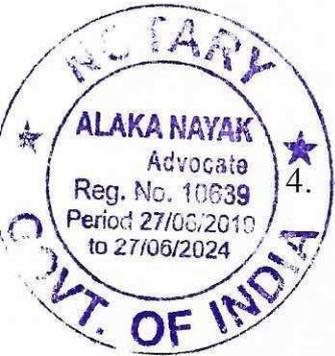


That I am the Vice President of the Applicant Association in the above-mentioned case and as such conversant with the facts and circumstances of the case and as such am competent and able to depose the same.

2. That the present additional affidavit is being preferred by the Applicant in order to clarify the illegal constructions and conduct of the Respondent No. 1 violating the rights of the RWA as well as to look into the environment questions of illegal cutting of trees and damage to

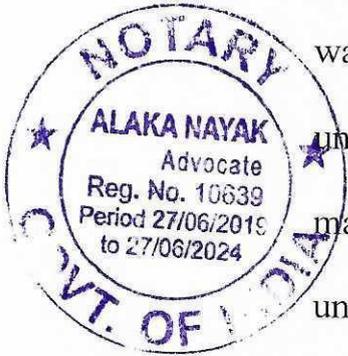
such as protection of trees, green cover, green belt on road sides, drinking water supply and sewage systems.

3. That at the first instance through this additional affidavit, the Applicant Association (RWA of Kaveri Apartments, Vasant Kunj D-6 New Delhi 110070), representing 805 families, would like to highlight the amenities as well as public utilities, provided by DDA upon the allotment of Flats in the year 2010 which includes four lane Public Road that was to be used by residents/families of Kaveri Apartments & by the residents/families Yamuna Apartments. Copy of the photographs duly manifesting the said above averments of four lane public roads are being annexed herewith and marked as **ANNEXURE-A-1 (COLLY)**.



4. It is pertinent to mention herein that the public utilities/facility provided to the residents/families residing in the Kaveri Apartment, also includes the Pavements on both the sides of road which basically means a raised paved or asphalted path for pedestrians at the side of a road and also the Water Harvesting Drains which helps in the collection and storing of rainwater from a specific area (known as catchment) to provide water for various purposes, including residents/families consumptions, agriculture and livestock.

5. That the major facility include herein are the Green Belts on both the sides of road and as far as the number is concerned, there are about Approximately 89 (Eighty-Nine) trees on left hand side of the green belt which is foremostly required for greenery purpose as well as for the breathing of earth and these Green Belts plays a vital role in environment conservation, sustainable development & Climate's future. Copy of the photographs manifesting the said above averments of the Green Belts on both the sides of road are being annexed herewith and marked as **ANNEXURE-A-2 (COLLY)**.
6. That on moving forward to the facilities provided to the residents/families of the Kaveri Apartment, the development of underground reservoir for water division which plays a crucial role in water management and distribution Copy of photographs showing underground reservoir for water division are being annexed herewith and marked as **ANNEXURE-A-3 (COLLY)**. Copy of photographs showing underground hose structure and underground water chamber on green belt are being annexed herewith and marked as **ANNEXURE-A-4 (COLLY)**.
7. It is further submitted herein that the facility also includes community centre for the residents/families of the Kaveri Apartments which

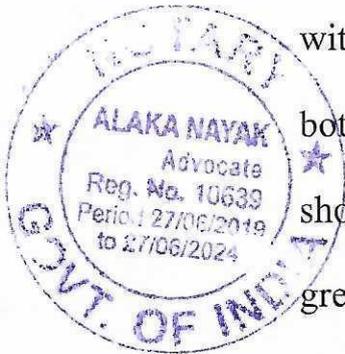


also been developed for the use of the residents/families residing in Kaveri Apartments. Copy of the photographs showing the area being used for community centre and the commercial shopping complex are being annexed herewith and marked as **ANNEXURE-A-5 (COLLY)**.

8. That at last and the most important facility constitutes the exit gate of Kaveri Apartments for entry & exit of the residents/families as well as for the purpose of improved safety and security. Copy of the photographs showing the exit gates of the Kaveri Apartment are being annexed herewith and marked as **ANNEXURE-A-6 (COLLY)**.

9. It is pertinent to mention herein that since the inception of Mr. Punj through the wall construction in Dec, 2022, several changes are witnessed/been observed which includes the construction of wall on both the sides of road covering green belt. Copy of the photographs showing the construction of wall on both the sides of road covering green belt are being annexed herewith and marked as **ANNEXURE-A-7 (COLLY)**.

10. That the another dire change, which has been observed are the walls which have been gated and guarded by the guards and the guards strictly do not allow to enter the green belt despite instructions passed by this Hon'ble Tribunal in one of the hearing as well as the bricks have also been seen restricting the pathways for pedestrians. Copy of the



bricks restricting the pathways for pedestrians are being annexed herewith and marked as **ANNEXURE-A-9 (COLLY)**.

11. That the Respondent No. 1 has also violated one of the major law of environment by illegally cutting the trees and such cutting of trees has been reported multiple times by the residents of the Kaveri Apartments. It is pivotal to mention herein that the DDA and DCF has duly been informed on one such occasion of cutting of the trees through email. Copy of the emails to DDA & DCF and photographs which shows the cutting of the trees are being annexed herewith and marked as **ANNEXURE-A-10 (COLLY)**.

12. That the residents/families are the only sufferers as they have been allotted the flats by DDA in utmost good faith. Since allotment, the residents/families have been utilizing these utilities developed on the subject land and it is not at all true that Mr. Uday Punj did not come to know about the possession of land as when DDA through its public notices, have announced the launch of these apartments and the people from all over India have duly filled up the forms and participated in this scheme.

13. In view of the abovesaid facts and circumstances, the Applicant on behalf of the RWA (Kaveri Apartment) craves leave before this Hon'ble Tribunal to provide safeguard by reaffirming and maintaining



scheme brochure. Copy of the housing scheme brochure, 2010 of DDA is being annexed herewith and marked as ANNEXURE-A-11.

14. That the present additional affidavit has been filed on behalf of the Applicant Association is *bona fide* and in the interest of justice and accordingly the same may be taken on record. That the Annexures annexed to the present additional affidavit are true copies of their respective originals.



For Resident Welfare Association
Kaveri Apartment, D6, Vasant Kunj, N. Delhi-70

Richa Jain
Richa Jain
Vice President
Authorised Signatory

DEPONENT

I identified the deponent who has signed in presence.

VERIFICATION:

21 MAR 2024

I, the deponent abovenamed do hereby verify that the contents of my above affidavit are true and correct to best of my knowledge and beliefs and nothing material has been concealed therefrom. That the contents of Paras 01 to 14 are true and correct and the legal submissions are on legal advice received and believed to be correct and no part of it is false and nothing material has been concealed therefrom.

Verified at New Delhi on this _____ day of March, 2024

21 MAR 2024

For Resident Welfare Association
Kaveri Apartment, D6, Vasant Kunj, N. Delhi-70

Richa Jain
Richa Jain
Vice President
Authorised Signatory

DEPONENT

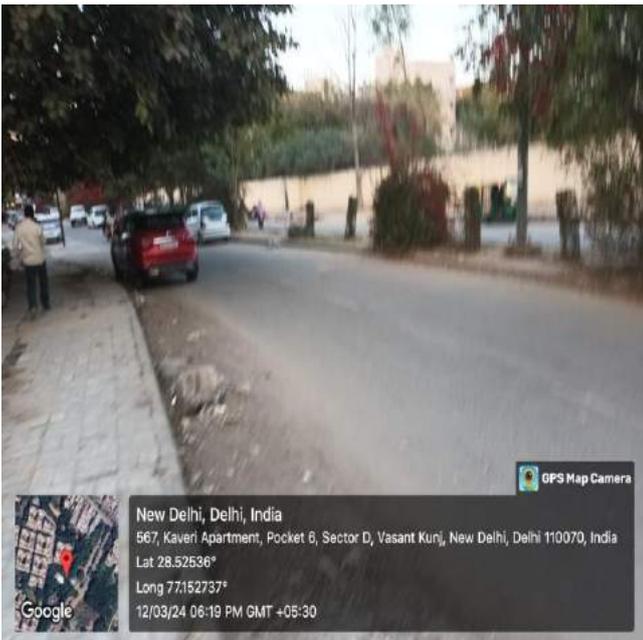
CERTIFIED THAT THE DEPONENT
Sri/Smt./Mr. *Richa Jain*
No. *10639* No. *27/01/2019*
to *27/06/2024*

Identified by Shri/Smt. *[Signature]*
Has solemnly affirmed before me at
Delhi on _____ as St. No. *[Signature]*

That the contents of the affidavit which have been read & explained to him/her are true & correct to his/her knowledge

[Signature]

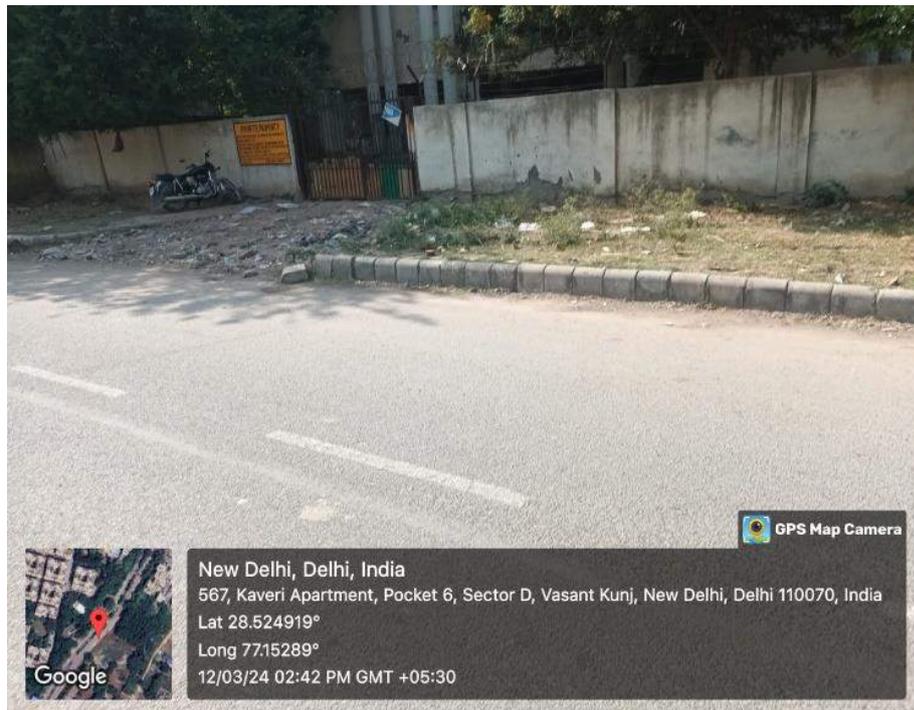
ANNEXURE-A-1 (COLLY)



Audit Raj

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ANNEXURE-A-2 (COLLY)

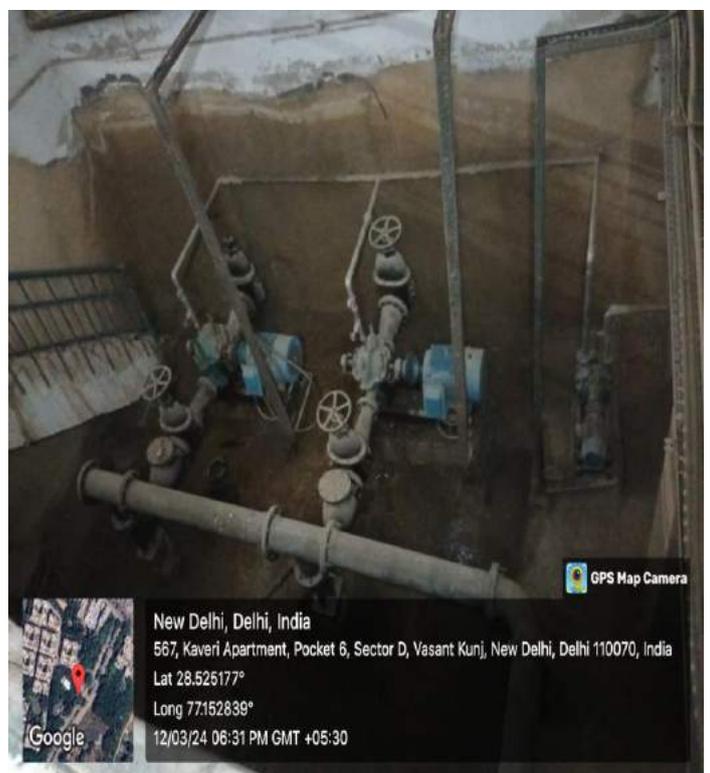
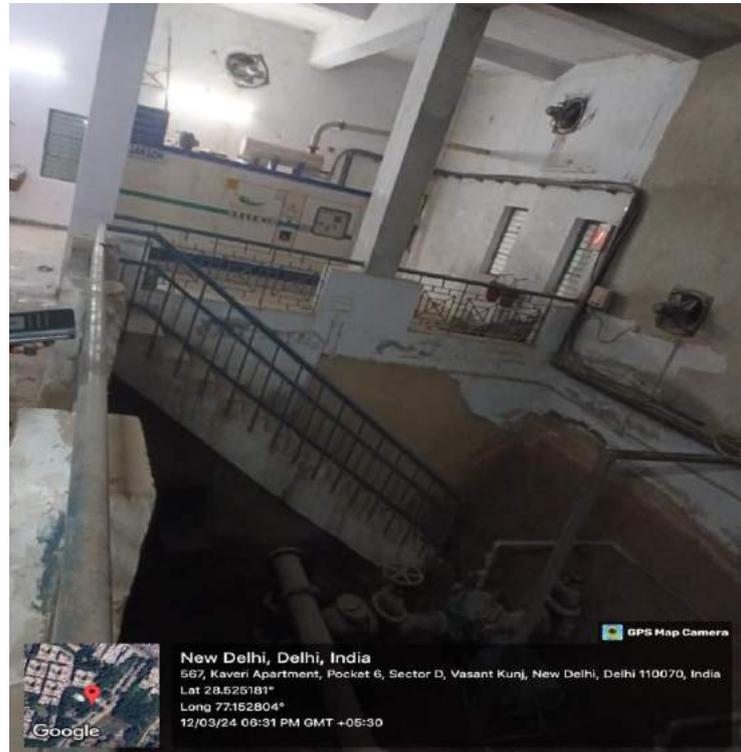




Ankur Ray

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ANNEXURE-A-3 (COLLY)



Amit Ray

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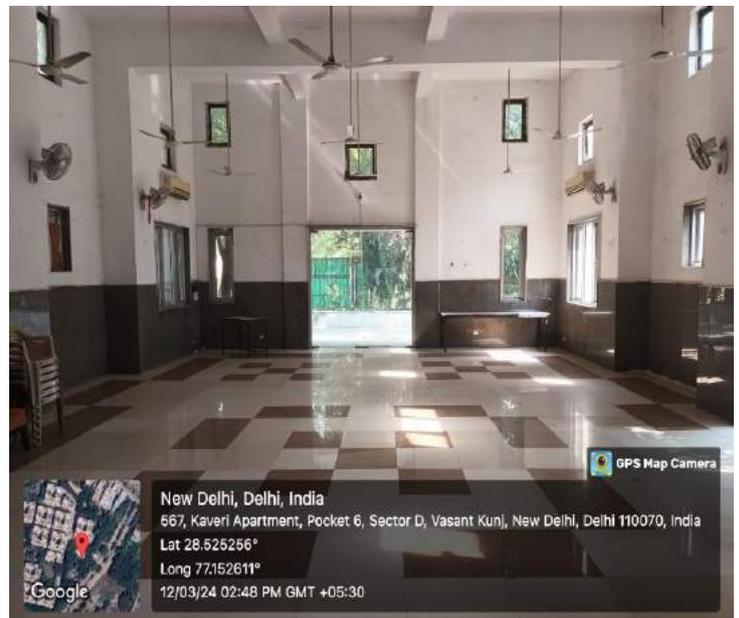
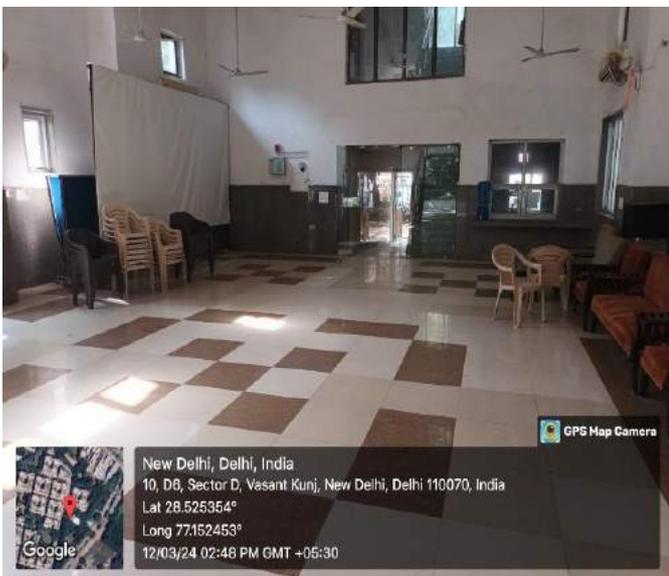
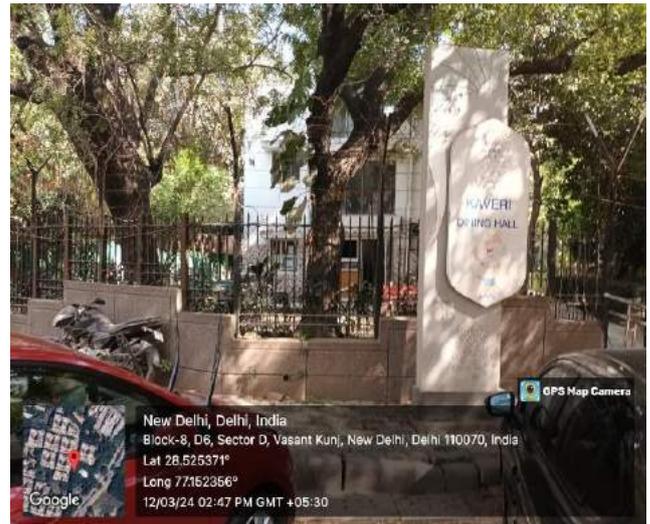
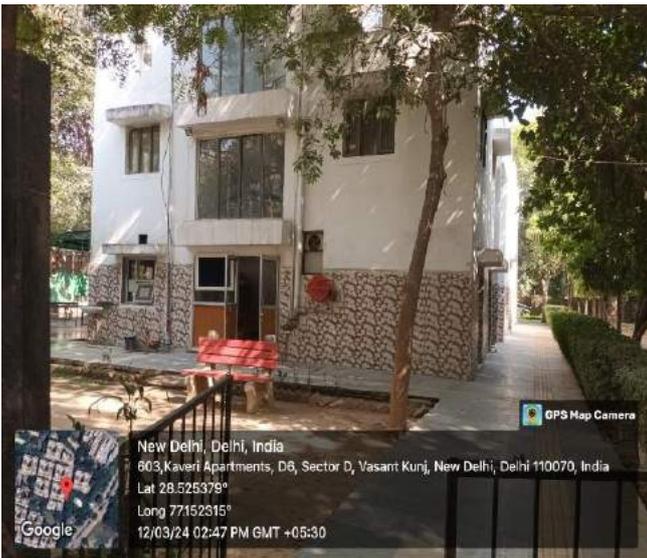
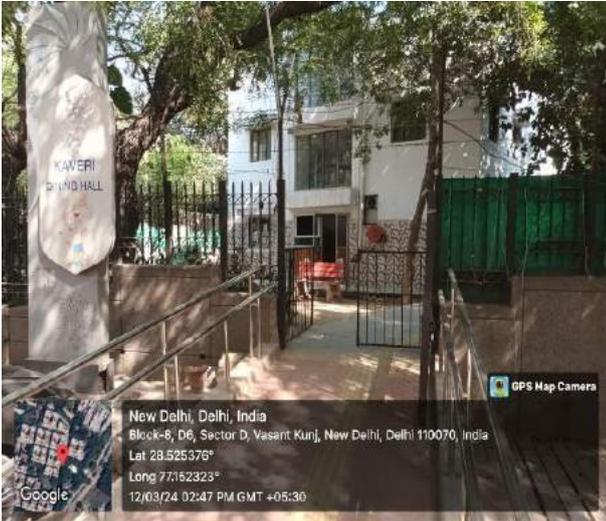
ANNEXURE-A-4 (COLLY)

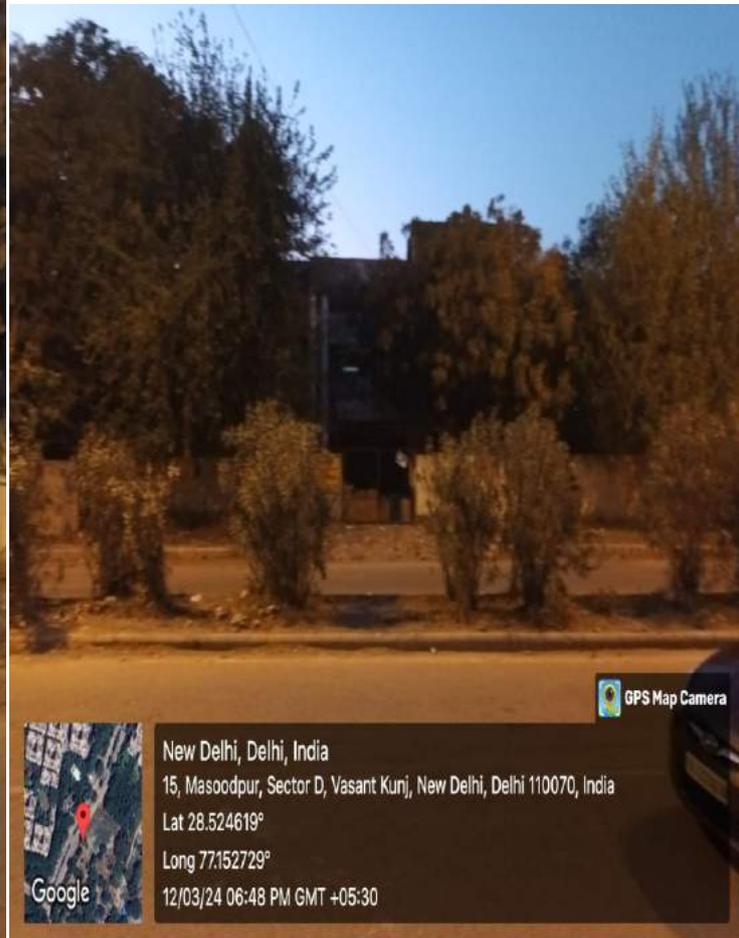
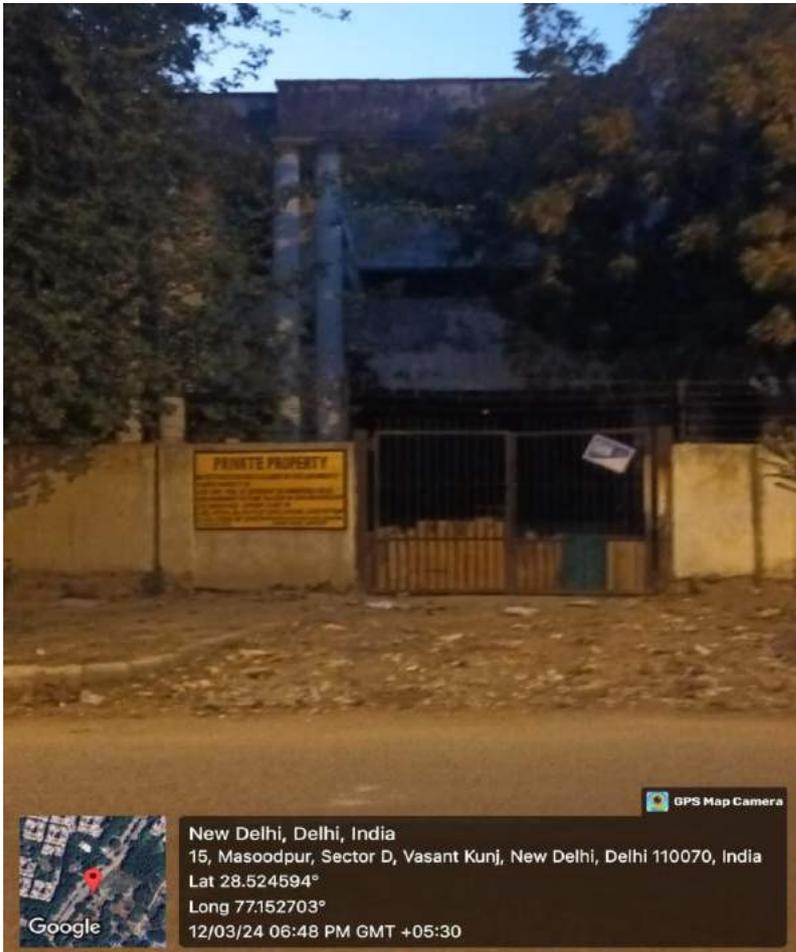


Amit Raj

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ANNEXURE-A-5 (COLLY)

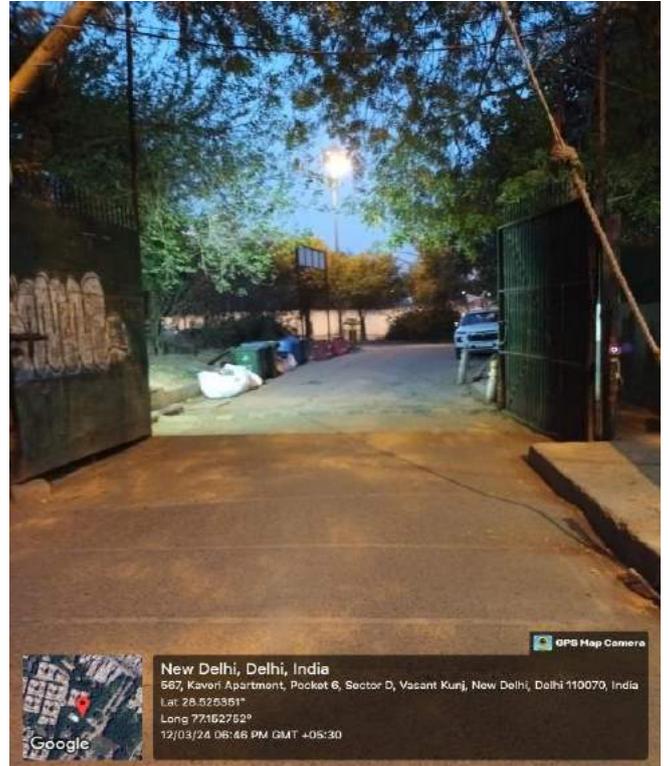
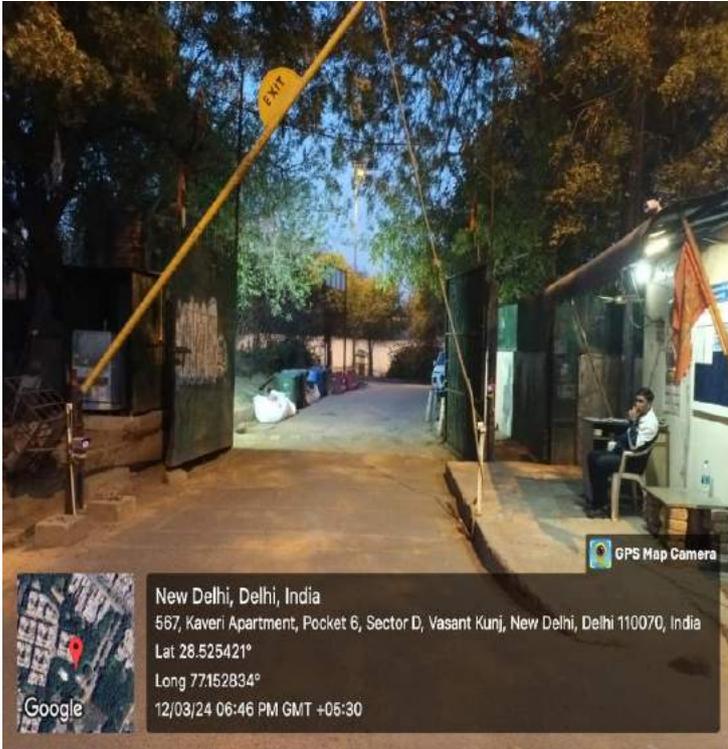




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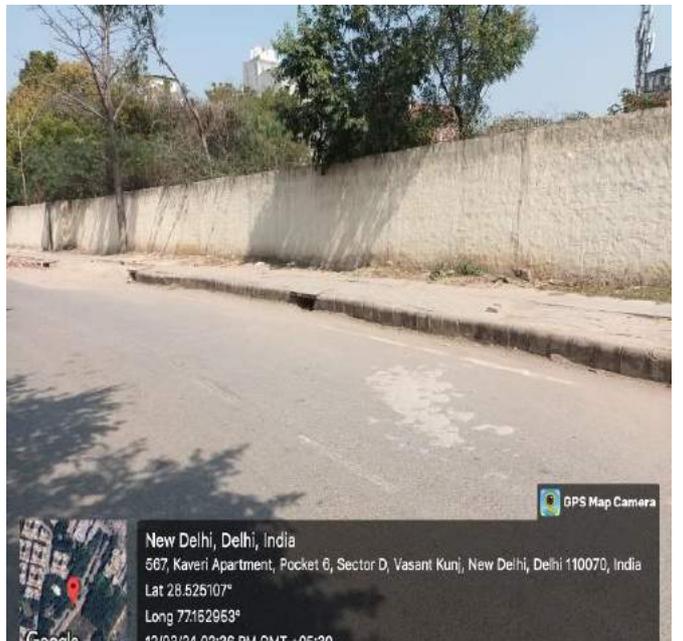
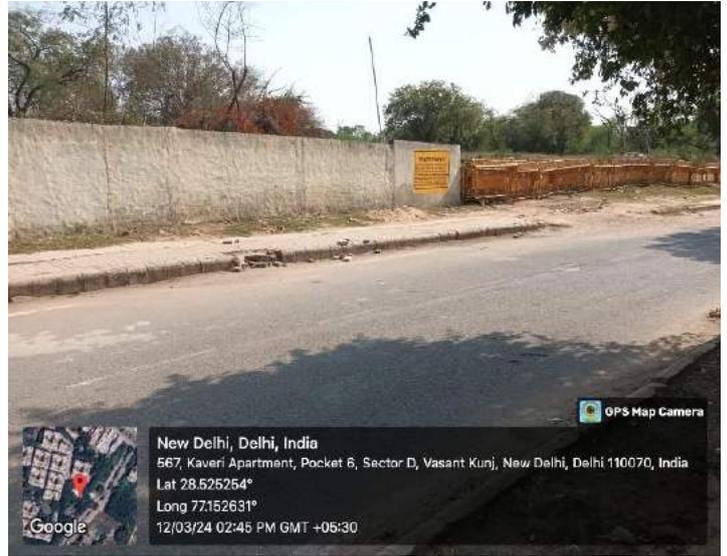
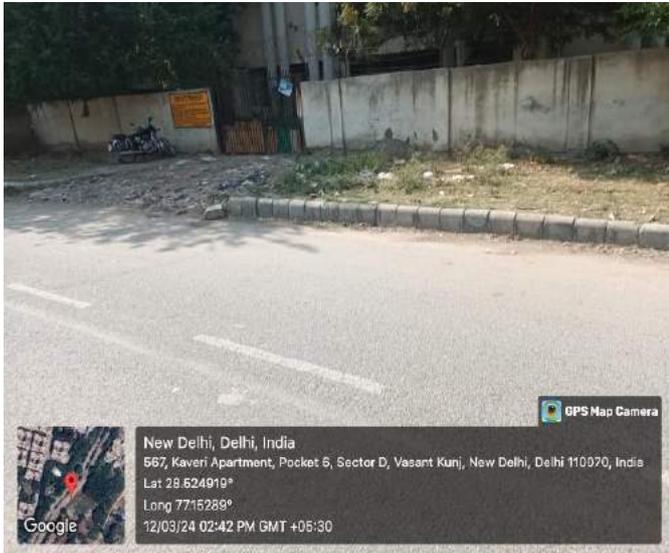
ANNEXURE-A-6 (COLLY)



Amit Raj

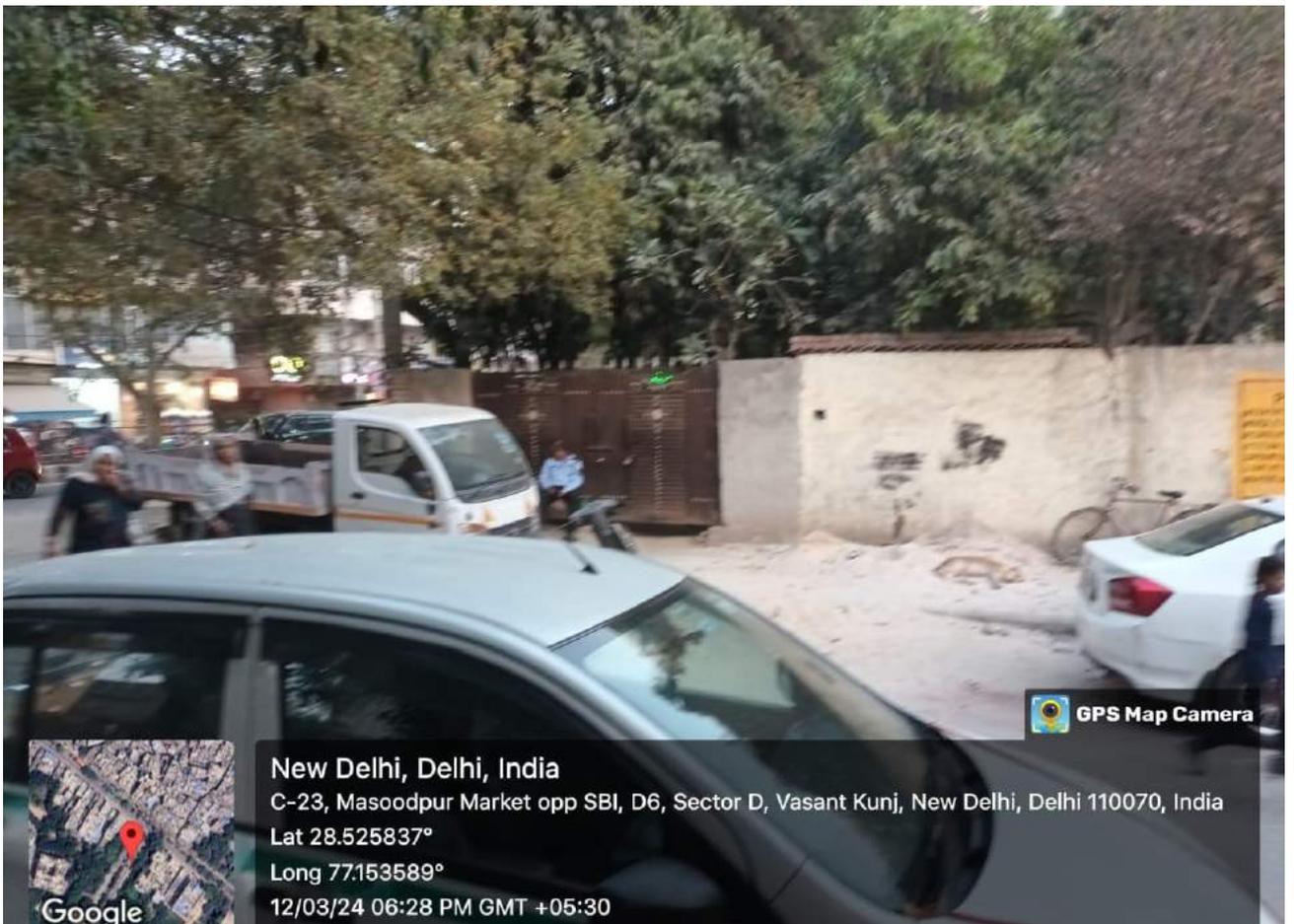
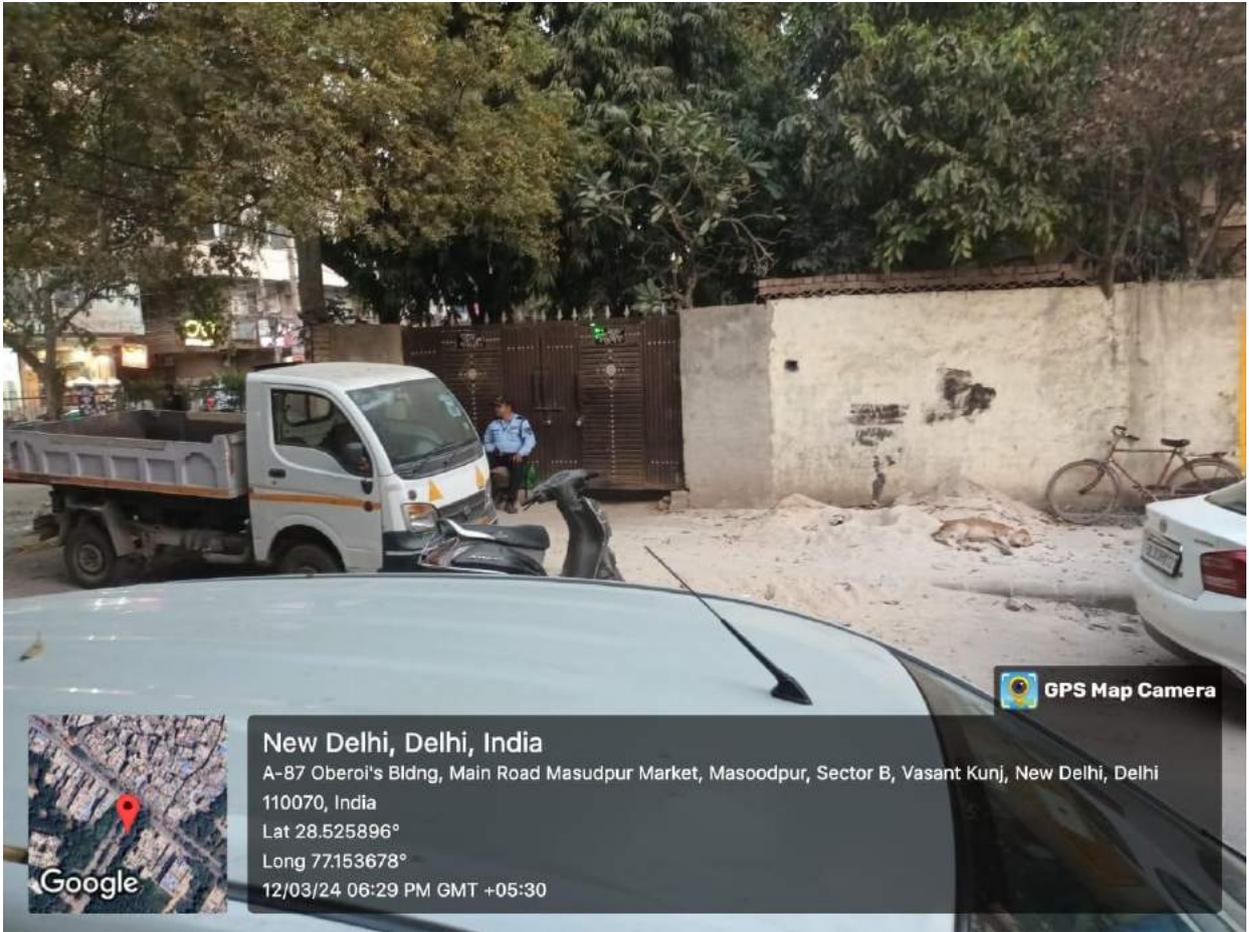
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ANNEXURE-A-7 (COLLY)



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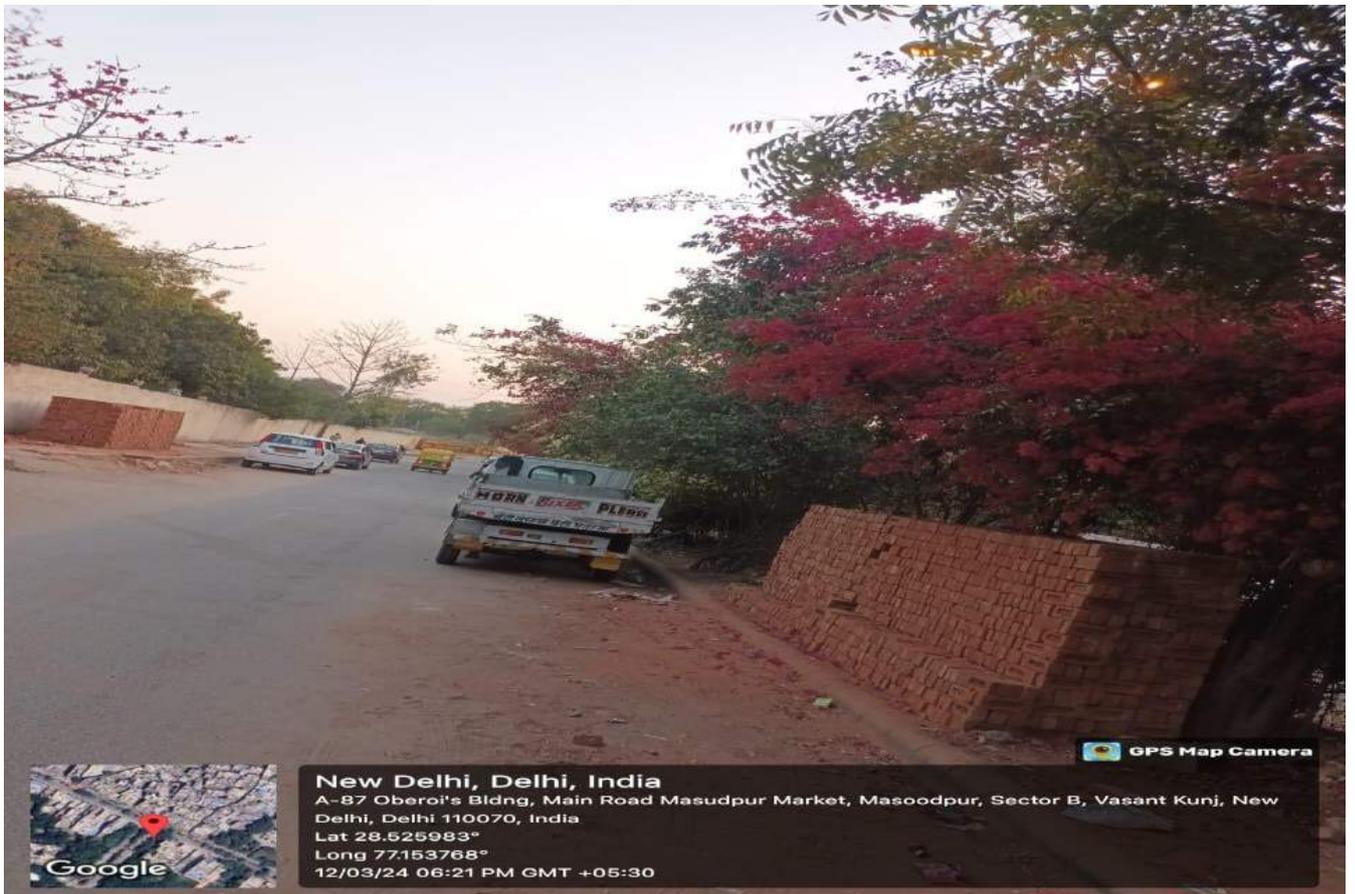
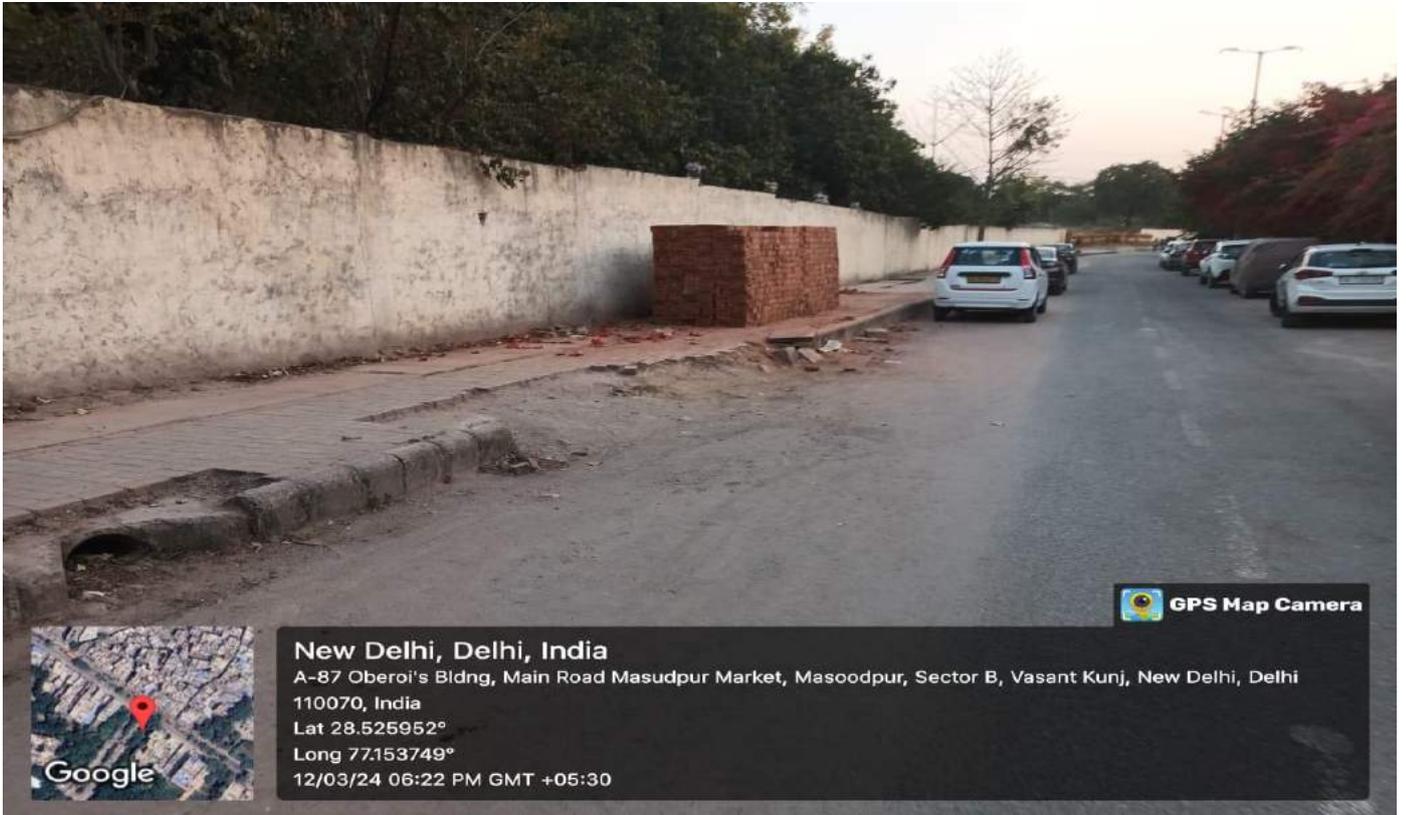
ANNEXURE-A-8 (COLLY)



Ankit Raj

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ANNEXURE-A-9 (COLLY)



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ANNEXURE-A-10 (COLLY)

From RWA Kaveri • kaverirwa2022@gmail.com
 To Chief Engineer, SZ • vcdda@dda.org.in
 Date 27 Nov 2023, 21:57
 See security details

Respected sir,

This is to inform you that today evening, we have been informed by Mr. Dheeraj Malik, resident of Masoodpur village that he observed the **cutting of trees** on the land opposite to exit gate of Kaveri Apartments (near to road).

Pictures enclosed.

Kindly investigate and do the needful.

Thanks & Regards

Richa Jain

Vice President, RWA

Kaveri Apartments

Vasant Kunj

New Delhi -110070

9910069792



IMG-202...235.jpg

From RWA Kaveri • kaverirwa2022@gmail.com
 To dcfwest.gnctd@gov.in
 Date 27 Nov 2023, 21:57
 See security details

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Vasant Kunj

New Delhi -110070

9910069792



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Ankit Raj

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ANNEXURE-A-11

अनुलग्नक-अ Annexure-A

फ्लैटों का विवरण, अनंतिम लागत और स्थान के कोड DETAILS OF FLATS, TENTATIVE COST AND LOCALITY CODES							
स्थान Locality	स्थान कोड Locality Code	फ्लैटों की संख्या No. of Flats	प्लिंथ क्षेत्र की लगभग परास (वर्ग मीटर में) Approx. Range of Plinth Area (In Sqm)	अनुमानित लागत की स्थूल परास (लाख ₹ में) Broad Range of Tentative Disposal Cost (₹/Lakh)	अनंतिम परिवर्तन प्रचार (₹) Provisional Freehold Charges (₹/Lakh)		
फ्लैट युक्त सुसज्जित आवास (वसंत कुंज डी-6 में)* Furnished Flats with Lifts (at Vasant Kunj D-6)*							
एक बेड कम One bed room	**	11	1285	54-58	34-37	0.25	
दो बेड कम Two bed room	**	12	548	81-152	51-96	0.52	
तीन बेड कम Three bed room	**	13	876	173-176	110-112	0.62	
बहुमंजिले तीन बेड कम वाले फ्लैट्स Multi-Storeyed-THREE BEDROOM FLATS							
मुक़रजी नगर Mukherjee Nagar	**	21	336	127-178	58-81	0.47	
मोटिया खान Motia Khan	**	22	144	130-131	84-85	0.78	
जसोला सेक्टर-9A Jasola Sector-9A	**	23	320	131-132	74-75	0.62	
द्वारका सेक्टर-18बी * Dwarka Sector 18-B *	**	24	947	150-176	71-83	0.62	
रोहिणी सेक्टर-29 * Rohini Sec. 29 *	**	25	560	160-175	61-67	0.47	
पितम्पुरा Pitampura	**	26	4	127-150	54-63	0.47	
दो बेड कम वाले फ्लैट्स TWO BEDROOM FLATS							
कल्याण विहार Kalyan Vihar	**	31	24	80-95	30-36	0.27	
वसंत कुंज (एच.आई.जी.) Vasant Kunj (HIG)	**	32	5	71-87	32-39	0.52	
रोहिणी, जाहंगीरपुरी, पितम्पुरा Rohini, Jahangir Puri, Pitampura,	**	33	18	60-105	21-37	0.27	
सराय खलील Sarai Khalil	**	34	2	78	36-36	0.45	
नरैला Narela	**	35	2	70-110	26-41	0.27	
एक बेड कम वाले फ्लैट्स ONE BEDROOM FLATS							
वसंत कुंज, द्वारका, लोकनायक पुरम Vasant Kunj, Dwarka, Loknayak Puram	**	41	323	42-61	13-19	0.25	
जाफ़राबाद Zafarabad	**	42	2	42-61	13-18	0.07	
रोहिणी Rohini	**	43	57	42-61	13-18	0.19	
नरैला Narela	**	44	213	42-61	10-14	0.19	
द्वारका सेक्टर-14 * Dwarka Sec. 14 *	**	45	760	41-42	14-14	0.25	
रोहिणी सेक्टर-18 ब्लॉक एफ Rohini Sec. 18, Blk F	**	46	300	46-49	15-16	0.19	
रोहिणी सेक्टर, 28, सेक्टर, 29 Rohini Sec. 28, Sec. 29	**	47	4260	42-49	11-13	0.19	
जसोला, 10-बी, पॉइंट, 12, मोलर बैंड Jasola, 10-B, Pkt. 12, Molar Band	**	48	1160	39-58	13-19	0.25	
द्वारका सेक्टर-3, पॉइंट, बी एवं सी, सेक्टर, 26 पॉइंट, बी Dwarka Sec. 3, Pkt. B&C, Sec. 26, Pkt. B	**	49	1220	28-29	9-10	0.25	
कॉन्डली घरोली Kondli Gharoli	**	50	1830	31-32	10-10	0.07	
विस्तारशील फ्लैट: टाइप -ए EXPANDABLE-TYPE A							
नरैला Narela	**	51	207	20-37	6-11	0.19	
द्वारका, बिंदपुर Dwarka, Bindapur	**	52	17	20-37	10-19	0.25	
विस्तारशील फ्लैट: टाइप -बी EXPANDABLE-TYPE B							
नरैला Narela	**	61	98	50-80	18-28	0.27	
द्वारका, बिंदपुर Dwarka, Bindapur	**	62	56	50-80	30-48	0.35	
जन्ता/एक कमरे का मकान JANTA/ ONE ROOM TENEMENTS FLATS							
जसोला, नसीरपुर- द्वारका Jasola, Nasirpur-Dwk	#	71	533	20-25	5-6	-	
कॉन्डली घरोली, चिल्ला, त्रिलोकपुरी, शिवाजी एन्क्लेव Kondli Gharoli, Chilla, Trilokpuri, Shivaji Enclave	#	72	94	20-25	4-5	-	
नरैला Narela	#	73	36	20-25	3-4	-	

टि:- **= नव-निर्मित आवासीय पॉइंट्स, * = फ्लैट जो समापन के अंतिम चरण में हैं # = पंजीकरण राशि ₹ 50,000/-

2: **= Newly Constructed Housing Pockets, * = Flats at advance stage of completion, # = Registration amount ₹50,000/-

Audit Raj

// TRUE COPY //



pinewoodlaw <pinewoodlaw@gmail.com>

Additional Affidavit along with Documents in Kamlesh Jonwal vs. Uday Punj & Anr.

1 message

pinewoodlaw <pinewoodlaw@gmail.com>

26 March 2024 at 18:18

To: "madhumita@casassociates.in" <madhumita@casassociates.in>, "latika.malhotra10@gmail.com" <latika.malhotra10@gmail.com>, Ankit Raj <adv.ankit.mail@gmail.com>

Sir/Ma'am,

Please find attached herewith the Additional Affidavit on behalf of the Applicant along with the documents annexed as advanced services in the matter titled as "Kamlesh Jonwal vs. Uday Punj & Anr." O.A. No. 914 of 2022. You are kindly requested to provide the acknowledgement of receipt of the same.

--

Regards.

Office of Ankit Raj Adv

Senior Panel Advocate, Union of India, Supreme Court of India

Senior Panel Advocate, Union of India, Delhi High Court.

Panel Advocate, State of M.P., U.T. of Ladakh, Supreme Court.

Panel Advocate, Punjab National Bank & UCO Bank.

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