

A

IN THE NATIONAL GREEN TRIBUNAL**PRINCIPAL BENCH, NEW DELHI**

Original Application No. 404/2025

In the matter of:

Ram Kishore Yadav

... Applicant

Versus

MoEF & CC & Ors.

... Respondents

ANNEXURES TO RECTIFICATION & CLARIFICATION AFFIDAVIT**Annexure A – Applicant's Identity Proof**

A clear copy of the Applicant's Aadhaar Card / Voter ID establishing identity with permanent address for the purpose of locus standi and verification before this Hon'ble Tribunal.

Annexure B – Applicant's Residence Proof

This document establishes that the Applicant resides within the environmental impact zone of the project area.

Annexure C – Location Map Showing Applicant's Residence and Project Site

A Google Maps printout depicting the approximate 5 km distance between:

Applicant's residence: Nathupur / SR-29 FF, DLF City Phase-3, Gurugram, Tehsil Wazirabad which is the Project Site of Dahalia, a Native Place of ancestors and a Place of live hood for the applicant.

Project Site: DLF Dahalias, Wazirabad, Sector-54, Gurugram

This annexure is filed to substantiate regional environmental impact and strengthen locus standi.



Annexure D – Copy of Original OA Front Page and Index

A copy of the title page and index of Original Application No. 404/2025 as filed before this Hon'ble Tribunal.

This is annexed for correlation and clarity regarding the present Rectification & Clarification Affidavit.

D. Madan

**AFFIDAVIT OF RECTIFICATION, CLARIFICATION, AND
SUBMISSION OF CORRECT FACTUAL POSITION**

I, Ram Kishore Yadav, S/o Late Shri Surat Singh, aged about 54 years, Permanent Resident of 236, Nathupur, Tehsil Wazirabad (Project Site), Distt Gurugram (HR), Resident of SR-29 FF, DLF City Phase-3, Gurugram, Haryana - 122002, at the time of filing this OA, presently residing within the territorial jurisdiction of this Hon'ble Tribunal, do hereby solemnly affirm and state as under:

1. Purpose of this Affidavit

- 1.1. I respectfully submit this Affidavit to rectify, clarify, and place on record the correct factual and legal position concerning certain expressions, submissions, and structural aspects of the Original Application (OA) filed by me.
- 1.2. The intent behind this rectification is to aid this Hon'ble Tribunal by presenting a precise, fact-based, legally accurate, and non-adversarial petition, free from any inadvertent overstatements, harsh expressions, or ambiguities.
- 1.3. This Affidavit is being filed bona fide in the interest of justice, transparency, and to ensure that the matter is adjudicated on clear, verified, and objectively presented grounds.

2. Applicant's Locus Standi

- 2.1. I state that my permanent address is 236, Village Nathupur, District Gurugram, Haryana, where I am a registered voter and hold Aadhaar identification. At the time of filing the Original Application, my present place of residence was SR-29 FF, DLF City Phase-3, Gurugram, Haryana - 122002, situated within the immediate environmental influence zone of the DLF Dahalias Project.



2.2. Although my residence is just few kms approximately 5 km from the DLF Dahalias project site located on Wazirabad land, the environmental and ecological impacts of large-scale construction, tree felling, dust emissions, air quality deterioration, groundwater stress and Aravalli fragmentation extend far beyond the immediate project boundary.

2.3. It is a well-settled principle under environmental jurisprudence, including the National Green Tribunal Act, 2010, that locus standi in environmental matters is not restricted by distance, as environmental harm has a regional and cumulative impact.

2.4. I therefore fall within the category of a regionally-affected and environmentally-concerned resident, entitled to approach this Hon'ble Tribunal in bona fide public interest.

2.5. I submit that I have no personal or commercial interest in the matter and am approaching this Hon'ble Tribunal purely for the protection of the environment and the Aravalli ecosystem.

2.6. Accordingly, the present OA is fully maintainable.

3. Withdrawal of Harsh or Overbroad Expressions

3.1. I Respectfully submit that certain phrases or expressions in the Original Application may appear harsh, speculative, or sweeping in nature due to emotional distress arising from environmental harm witnessed on the ground.

3.2. I hereby unconditionally withdraw any such expressions, and request that the OA be read in light of this rectifying affidavit.

3.3. I reaffirm that only factual, documentary, and legally verifiable assertions shall be relied upon henceforth.

4. Clarification on the Scope of the Present Case

The present OA concerns the environmental, ecological, and regulatory compliance issues arising specifically from the



DLF Dahalias Project located on Wazirabad land, Sector 54, Gurugram.

- 4.2. The present OA is confined strictly to the environmental and regulatory issues relating to the DLF Dahalias Project on Wazirabad land.

It does not relate to any other village, land parcel, or DLF project outside the Dahalias site.”

- 4.3. The focus of the matter is strictly upon:

Wazirabad Khasra numbers used for the DLF Dahalias project, the forest and Aravalli character of such parcels, regulatory consistency in the issuance of EC/CTE, compliance with MoEFCC notifications, ecological loss due to tree felling and hill-slope alteration.

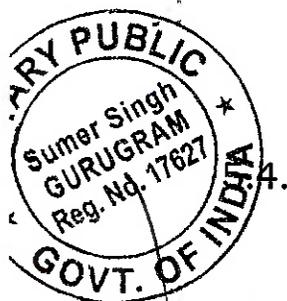
5. Need for Clarification Regarding Evidence

- 5.1. I respectfully submit that at the time of filing the Original Application, the Applicant was in possession of limited information, documents, and factual material relating to the environmental and regulatory aspects of the DLF Dahalias project. The OA was filed urgently due to the immediate and ongoing environmental harm observed on the ground.

- 5.2. Since the filing of the OA, the Applicant has obtained substantial additional material, including Forest Department records, tree felling permissions, revenue entries, SEIAA EC documents, HSPCB CTEs, official correspondence, environmental compliance reports, and other relevant evidence.

- 5.3. The Applicant is in the process of organising and verifying these materials and shall place them on record through a Supplementary Affidavit of Evidence and subsequently through a Rejoinder, after the replies of the Respondents are received.

4. The Applicant submits that such additional evidence is necessary for the effective adjudication of the matter and



shall greatly assist this Hon'ble Tribunal in appreciating the true ecological and regulatory position. 5.1 The Original Application contains detailed narrative submissions but only two annexures were enclosed at the time of filing.

5.5. I hereby submit that this was inadvertent and due to the urgency felt at the time of filing. There is now a need to place a structured set of documentary evidence on record.

5.6. Accordingly, I express my intention to file a Supplementary Affidavit of Evidence containing:

Forest Department's Tree Felling Permission for Wazirabad, Relevant Revenue records showing land classification, SEIAA EC dated 17.08.2022 and 14.09.2024, HSPCB CTE dated 09.09.2022 and 17.09.2024, DC Gurugram's letter regarding non-Aravalli status, Maps and scientific overlays, Photographs and environmental impact material.

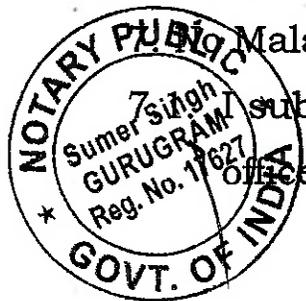
6. Clarification of the Environmental Grounds Raised

6.1. I submit that the environmental grounds raised in the OA are not based on personal grievances but are grounded upon the following substantive legal and scientific considerations:

- (a) Whether the Wazirabad land falling under the project area possesses forest or Aravalli hill-slope character; (b) Whether the DFO's Tree Felling Permission implies forest-impact classification; (c) Whether SEIAA/HSPCB granted EC/CTE without conducting independent verification of the land's ecological status; (d) Whether the reliance solely on DC Gurugram's "non-Aravalli" letter is sufficient under the EIA Notification, 2006; (e) Whether material environmental loss and ecological fragmentation has occurred.

Malafide, No Personal Allegation

I submit that no mala fides are attributed personally to any officer, authority, or department.

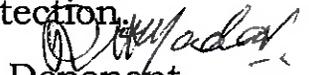


7.2. The petition challenges administrative decisions on legal and environmental grounds alone. "The Applicant has acted at all times in bona fide public interest by repeatedly visiting the project site, taking latest photographs, obtaining satellite imagery, filing multiple RTIs before the Forest Department, MoEFCC, Revenue Authorities, HSPCB, GMDA and HARERA, creating awareness among local residents, forming citizen groups including WhatsApp groups, and collecting all relevant documentary material. Coming from a farming family that had earlier compromised during land acquisition in the hope that the developer would act responsibly towards the environment, the Applicant is now compelled to approach this Hon'ble Tribunal to protect the remaining ecological lungs of Delhi-NCR from further degradation. The present OA is therefore fully maintainable."

8. Prayer for Acceptance

In view of the above submissions, I respectfully pray that this Hon'ble Tribunal may:

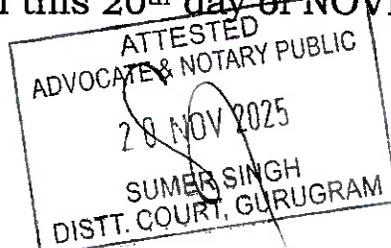
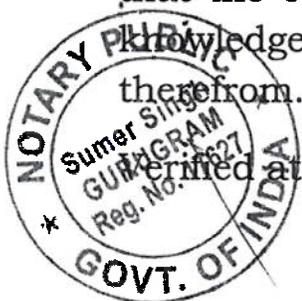
- (a) Take this Rectification & Clarification Affidavit on record;
- (b) Permit the Original Application to be construed in light of the clarifications stated herein;
- (c) Permit the Applicant to file a Supplementary Affidavit of Evidence;
- (d) Pass any other order that this Hon'ble Tribunal may deem fit in the interest of justice and environmental protection.


Deponent

VERIFICATION

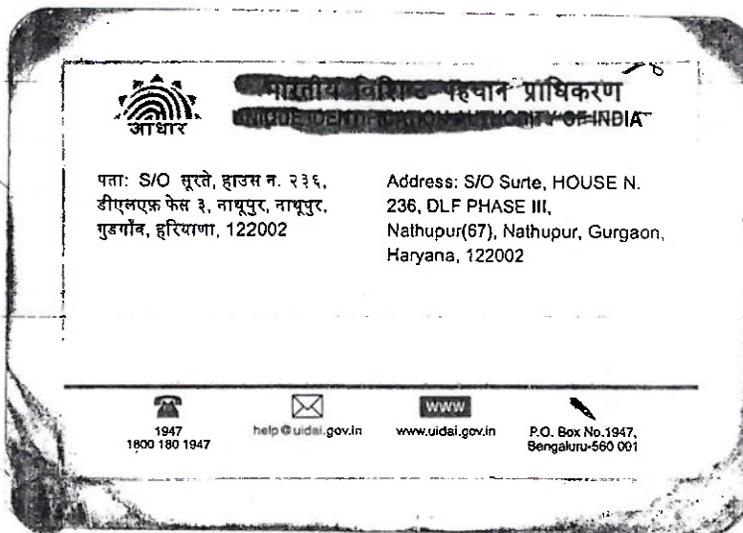
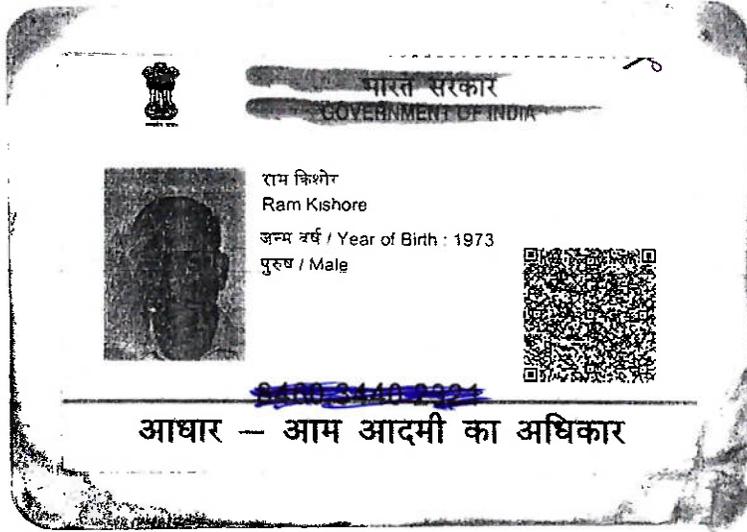
I, Ram Kishore Yadav, the above-named deponent, do hereby verify that the contents of paragraphs 1 to 8 are true and correct to my knowledge and belief, and nothing material has been concealed therefrom.

Verified at Gurugram on this 20th day of NOVEMBER, 2025



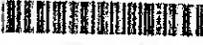
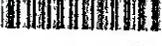

Deponent

Annexure A
ANNEXURE-A-1



Q. Yadav

14302

Non Judicial	 Indian-Non Judicial Stamp Haryana Government 		Date : 21/10/2024
Certificate No.	G0U2024J4327		Stamp Duty Paid : ₹ 9200 <small>(Rs. Only)</small>
GRN No.	122852700		Penalty : ₹ 0 <small>(Rs. 200 Only)</small>
<u>Seller / First Party Detail</u>			
Name:	Manisha arora pandit		
H.No/Floor :	K5c	Sector/Ward :	00
City/Village :	Saket	District :	New delhi
Phone:	84*****04	LandMark :	Malviya nagar
		State :	Delhi
<u>Buyer / Second Party Detail</u>			
Name :	Saransh yadav		
H.No/Floor :	236	Sector/Ward :	00
City/Village :	Nathupur	District :	Gurugram
Phone :	96*****88	LandMark :	00
		State :	Haryana
Purpose :	LEASE DEED		

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>



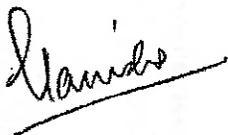
LEASE DEED

Monthly Rent : Rs. 38,500/- P.M
Lease Period : 24 Month
Stamp Duty : Rs. 9200/-
Stamp No./Dated : G0U2024J4327/21.10.2024

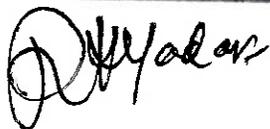
This Lease Agreement is made at, Gurugram on this 23rd day of **October, 2024** between **Mrs. Manisha Arora Pandit (Aadhaar No.8746 0556 0686) W/o Mr. Saurabh Pandit R/o House No.K-5C, Saket, Malviya Nagar, South Delhi, Delhi-110017** hereinafter called the LESSOR, (which expression shall unless exclude by or repugnant, executors, administrators, successors and assigns of the first part.

AND

Mr. Saransh Yadav (Aadhaar No.3948 3974 5040) S/o Sh. Ram Kishore Yadav R/o H.No.236, Village-Nathupur, Gurugram, Haryana hereinafter called the LESSEE which expression shall unless exclude by or repugnant, executors, administrators, successors and assigns of the second part.







Phase III
23-10-24

WITNESSETH AS FOLLOWS:

In consideration of the rent hereinafter reserved and all the covenants and conditions hereinafter contained to be observed and performed on the part of the LESSEE, the LESSOR does hereby grant, transfer, demise by way of lease the premises Semi Furnished of H. No. 29, FF02, Siris Road, DLF City, Phase-III, Gurgaon (Haryana) Consisting of Three Room, One Kitchen, Three Toilets situated at Semi Furnished of which the LESSOR is entitled in Law to execute this Deed together with the appurtenant land/space, the rights to make use of entrances, passages, stair case landings and other easements, belonging and pertaining to the said premises unto and to the use of the LESSEE a period of 24 months commencing from 01.09.2024 upto 31.08.2026 renewable by mutual consent by paying unto the LESSOR during the said period a rent of Rs. 38,500/- (Rupees Thirty Eight Thousand Five Hundred Only) Excluding maintenance charges per month rent, subject to the following conditions:-

I. THE LESSEE COVENANTS WITH THE LESSOR AS FOLLOWS:

- (i) That the LESSEE shall pay to the LESSOR the said monthly rent by draft/ cheque/cash on or before 07th day of each English calendar month.
- (ii) That the LESSEE has paid Rs. 70,000/- (Rupees Seventy Thousand Only) equal to Two month rent as Security Deposit without interest, to be refunded at the time of termination of the lease or vacation of the house/shop, after deducting outstanding dues, if any.
- (iii) That subject to the LESSOR covenants, the LESSEE shall keep the interior of the demised premises in good order and condition (reasonable wear and tear excepted) and attend to minor repairs such as fuses, leakage of water taps etc.
- (iv) That the LESSEE shall use the demised premises for Residential purposes only and shall pay for consumption of electricity and water direct to the concerned authorities as per Bills received by them.
- (v) That the LESSEE shall not sub-let, assign or otherwise part with possession of the demised premises without the consent of the LESSOR in writing.
- (vi) That the LESSOR or LESSEE shall be entitled to terminate the lease at any time during the initial or renewed term(s) of the lease upon serving One months previous notice in writing of this intention to do so.

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Son

D. Yadav

(vii) That the LESSEE shall deliver the demised premises to be LESSOR on the expiration or earlier determination of the lease together with the LESSOR's fittings and fixtures, if any, in such conditions herein contained. The LESSEE shall be responsible for any breakage and damage done to the electrical, sanitary & other fittings & fixtures during the tenancy period.

(viii) Lessee needs to stays for min. of Six months in the said premises, so that expenditure incurred by the lessor for getting the said premises rented out can be recovered.

II THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOW:

(i) That the LESSOR shall pay all taxes, rates, licence fees, ground rent and chargers of whatsoever character assessed, levied, charged and imposed by any lawful authority in respect of the demised premises.

(ii) That the LESSEE shall peacefully and quietly hold and enjoy the demised premises during the lease period(s) without any interruption or disturbance by the LESSOR or any person rightfully claiming under or in trust for him.

(iii) That the LESSOR represents and warrants that he is fully entitled to execute this Lease Deed and that he will hold the LESSEE free and harmless of any demands, claims, actions or proceedings by others in respect of quiet possession of the demised premises.

(iv) That the LESSOR shall effect all major repairs such as leakage in electricity, sanitary fittings, water pipes or cracks etc. at his own cost immediately upon such defect are notified to him by the LESSEE.

III. IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

(i) That the LESSEE shall permit the LESSOR, his agent(s), etc. to enter upon the leased premises for inspection and carrying out repairs etc, at reasonable time as and when necessary.

(ii) That the lease terms can be renewed if mutually agreed between the LESSOR and LESSEE on the fresh terms and conditions then mutually agreed to between them for which the LESSEE shall give to the LESSOR a notice not less than One month before the expiration of the term hereby granted.

(iii) That the LESSOR his authorized agent shall acknowledge and give valid and dully stamped receipt for each and every payment made by the LESSEE, and such receipt shall be conclusive proof of such payment.

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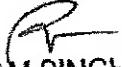
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- (iv) That the rent increase 10% after 24 months by mutual consent of both parties.

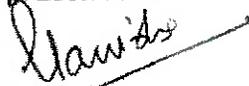
IN WITNESS WHEREOF, the parties hereto have executed these presents at Gurgaon on the day, month and year first above written in the presence of witnesses.

WITNESSES:-

1.


RAM SINGH
ADVOCATE
DISTT. COURT, GURUGRAM


Drafted By
Hem Ram Khatana
Advocate
Distt. Court, Gurugram


LESSOR

2.


NEERAJ KUMAR
ADVOCATE
B.Com, LLB
DISTT. COURT, GURUGRAM


LESSEE



Reg. No.	Reg. Year	Book No.
14302	2024-2025	1



पट्टा देने वाला



पट्टा लेने वाला



गवाह

पट्टा देने वाला :- MANISHA ARORA

उप/सयुक्त पंजीयन अधिकारी

पट्टा लेने वाला :- SARANSH YADAV

गवाह 1 :- RAM SINGH ADV

गवाह 2 :- NEERAJ ADV

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 14302 आज दिनांक 23-10-2024 को बही नं 1 जिल्द नं 182 के पृष्ठ नं 124.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 6276 के पृष्ठ संख्या 79 से 81 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 23-10-2024



उप/सयुक्त पंजीयन अधिकारी वजीराबाद

प्रलेख क्र.:14302

मुद्रण दिनांक 23/10/2024 03:40 PM

पंजीकरण दिनांक:23-10-24

वसीका संबंधी विवरण		
वसीका का नाम LEASE		
तहसील/सब-तहसील- वजीराबाद	गांव/शहर- डी एल एफ कालोनी	स्थित- DLF Phase III
शारी - म्युनिसिपल क्षेत्र सीमा के अन्दर		पंजीकृत कॉलोनी
पता : F1/29,SR-29,DLF City Phase 3, Siris Road, 122002		
धन संबंधी विवरण		
राशि- 420000 रुपये		कुल स्टाम्प शुल्क- 6300 रुपये
स्टाम्प नं- G0U2024J4327		स्टाम्प का मूल्य- 9200 रुपये
रजिस्ट्रेशन फीस- 1000 रुपये	EChallan:122953114	पेस्टिंग शुल्क- 3 रुपये
द्वारा तैयार किया गया- HR KHATANA ADV		सेवा शुल्क- 200
भवन का विवरण		
निवासीय	546.35 Sq. Yards	
स्थानीय शहरी निकाय संबंधी विवरण		
प्रॉपर्टी आईडी- ICANF6M4	प्रॉपर्टी नं- NA	मालिक- Amrit Arora
पता- F1/29,SR-29,DLF City Phase 3, Siris Road, 122002		

या: प्रलेख आज दिनांक 23-10-2024 दिन बुधवार समय 3:40:00 PM बजे श्री/श्रीमती/कुमारी MANISHA ARORA पत्नी SAURABH PANDIT निवास DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Manisha
MANISHA ARORA

संयुक्त उप पंजीयन अधिकारी NT Wazirabad

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

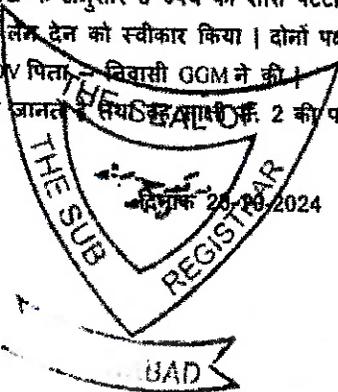
Manisha
MANISHA ARORA

दिनांक 23-10-2024

संयुक्त उप पंजीयन अधिकारी NT Wazirabad

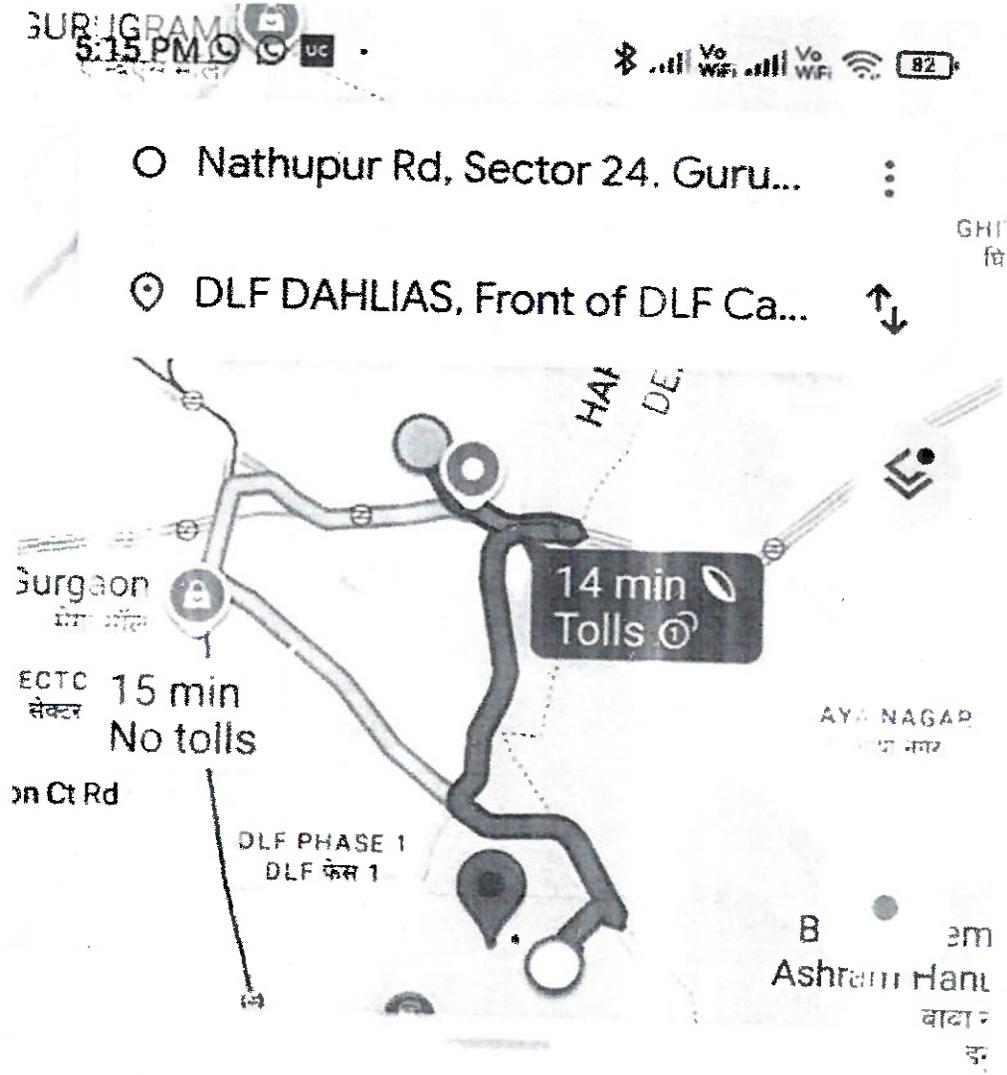
उपरोक्त पट्टा लेने वाला व श्री/श्रीमती/कुमारी SARANSHI YADAV पुत्र RAM KISHORE YADAV हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि पट्टा लेने वाला ने मेरे समक्ष पट्टा देने वाला को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी RAM SINGH ADV पिता - निवासी GGM व श्री/श्रीमती/कुमारी NEERAJ ADV पिता - निवासी GGM ने की।

स.श्री सं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं। स.श्री सं. 2 की पहचान करता है।



संयुक्त उप पंजीयन अधिकारी NT Wazirabad

R. Yadav



Drive

- 14 min
- 14 min
- 1 hr 1
- 1 hr

New! Save fuel with route suggestions based on your car's engine type

Choose engine type

[Learn more](#)

14 min (5.0 km)

Fastest route now due to traffic conditions

Tolls · Saves 16% petrol

[» Preview](#)

[Add stops](#)

[Share](#)

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**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
O. A. No.OF 2025**

**U/S 18(1) R/W SEC 14, 15, 16, & 17 OF
N.G.T ACT, 2010**

IN THE MATTER OF:

RAM KISHORE YADAVAPPLICANT
VERSUS
MINISTRY OF ENVIRONMENT,
FORESTS & CLIMATE CHANGE & ORS. ... RESPONDENT(S)

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Q. Yadav

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FILED THROUGH

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DATE: 06.08.2025

PLACE: NEW DELHI

Q.1/3 DLF