

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

ORIGINAL APPLICATION NO. 908 OF 2022
(Under Section 18(1) R/W Ss.14 and 15 of the National Green
Tribunal Act 2010)

IN THE MATTER OF:

Sach Sewa Samiti Vyas (Trust)

.....APPLICANT

VERSUS

Ministry of Environment and Forest
& Ors.

.....RESPONDENTS

INDEX

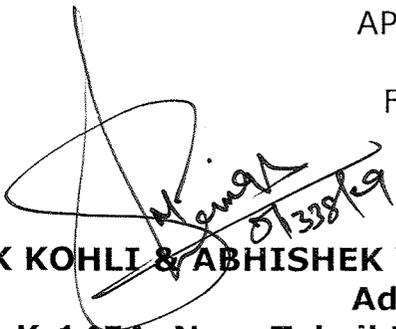
S.NO.	PARTICULARS	PAGE NO.
1.	Objections on behalf of the application to the status report filed by the respondent no.4 alongwith supporting affidavit	1 - 11
2.	<u>ANNEXURE-A:</u> The copy of the license agreement dated 27.05.2003	12 - 20
3.	<u>ANNEXURE-B:</u> The copy of the relevant case diary alongwith the said plan submitted by the officials of the respondent no.4	21 - 25
4.	<u>ANNEXURE-C:</u> The altered plan	- 26 -

4.12/2024
APPLICANT

NEW DELHI

FILED BY

DATED: 29/07/2024


 (DEEPAK KOHLI & ABHISHEK YADAV)
 Advocates
 K-145A, Near Tehsil Building
 Tis Hazari Courts, Delhi
 16 Central Lane, LGF, Bengali Market,
 New Delhi-110001

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

I.A. No. OF 2024

IN

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(Under Section 18(1) R/W Ss.14 and 15 of the National Green
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Sach Sewa Samiti Vyas (Trust)APPLICANT

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**OBJECTIONS ON BEHALF OF THE APPLICANT AGAINST THE
REPORT FILED BY THE RESPONDENT No.4 FR FILING
INCOMPLETE REPLY/STATUS REPORT AND FOR
DELIBERATELY OVERLOOKED THE MAIN ISSUE IN QUESTION.**

MOST RESPECTFULLY SHOWETH AS UNDER:

1. That the above captioned matter is pending adjudication before this Hon'ble Court and the same is fixed for 31.07.2024 for final arguments.
2. That the respondent no.4 has filed an action taken report on 02.05.2024, which is only confined to removal of encroachment done by the respondent no. 7 to 9 on the notified green belt admeasuring 253 sq. mtr. The said report has been given by the respondent no. 4 under its malafide

intentions to conceal its misdeeds by focusing that there was an encroachment and the same has been removed by respondent no.4. The encroachment was only one side of the coin but the main grievance of the applicant was that the entire allotment of the plot no. A-1 done by the respondent no.4 in favour of the respondent no. 8 & 9 is illegal since the same had been done upon the notified green belt area.

3. That the case of the applicant is that the officials of the respondent no.4 in collusion with the respondent no. 7 to 9 had illegally carved out a plot No. A-1, located between plot no. 12 and 22 out of the notified green belt in Knowledge Park-I, which was never there in the original lay out plan made the respondent no.4 itself. It is pertinent to mention that as per the original layout plan, there was a notified green belt area admeasuring 10500 sq. mtr. The officials of the respondent no.4 had even granted license to one Sh. Virender Singh S/o Sh. Nawab Singh for maintaining the green belt by planting nursery and for flowery culture etc. for a period of 20 years vide license agreement dated 27.05.2003. The copy of the license agreement dated 27.05.2003 is annexed herewith as **ANNEXURE-A.**

4. That by carving out the plot No. A1 which is admeasuring 691 sq. mtr., the respondent no.4 has reduced the size of green

③

belt, which was notified as 10500 sq. mtr. The respondent no. 7 to 9 further in collusion with officials of respondent no.4 and 6 had also encroached land admeasuring 253 sq. mtr. apart from the 691 sq. mtr.

5. That after issuance of notice of the present Original Application to the respondents, the respondent no.5 i.e., UP Pollution Control Board vide its action taken report had firstly acknowledged that there is encroachment upon the green belt by the respondent no.7 to 9. In this regard respondent no. 5 had made enquiry from the respondent no.4 & 6 to find out exactly, how much encroachment has been done.
6. That the concern of the respondent no.5 was bonafide and in furtherance to the report the officials of the respondent no.4 had removed the encroachment admeasuring 253 sq. mtr. and filed the report dated 02.05.2024.
7. That the report dated 02.05.2024, is silent about the illegal allotment done by the officials of the respondent no.4 in favour of respondent no. 8 & 9. There is not a single averment from the respondent no.4, whether the contention of the applicant about the illegal allotment of plot No. A1 is correct or wrong.
8. That the respondent no.4 in active connivance with other respondents filed false and frivolous report showing the encroachment of only 253 sq. mtrs., whereas, the entire 1000

sq. mtr. on which the entire Mall is constructed is on the green belt/green area and to cover up their wrongs and illegality of carving the plot A1 measuring 691 sq.mtr. allocated in the name of Shwetna and Madhu i.e., respondent no. 8 & 9 filed the false and frivolous report to safeguard themselves alleging that they have demolished the structure of 253 sq. mtr. which was illegally constructed on the green belt after concealing the true and correct facts from this Hon'ble Tribunal. Whereas, the entire 1000 sq. mtr. is constructed on the green belt.

9. That the question of illegality for allotment of plot no. A1 is relevant and important for this Hon'ble Forum as the same has been carved out from the notified green belt. Following are the points which clearly proves that the allotment has been done illegally by carving out the plot in notified green belt:-
 - a. The respondent no.4 in collusion with the respondent no. 7 to 9 had made allotment of plot in question i.e., Plot No. A1, by carving out of the green belt and reduced the area of green belt by putting all the norms and regulations formulated by the authority itself on stake. Respondent no.4 has allegedly allotted this plot A1 to the respondent no.7 & 8 on the basis of their request for allotting them a land in lieu of another land in Village Tusiya and converted the green belt area into a commercial area in one

(5)

single day. It is pertinent to mention that till date admittedly there is no sanctioned plan of the plot in question.

- b. That while reducing the size of green belt the respondent no.4 has miserably failed to even inform the UP Pollution Control Board that they are cutting the space of green belt by allotting a commercial plot out of the green belt for the vested interest of their officials as well as defendant no. 7 to 9.
- c. The allotment done by the authority on the notified green belt area has not only reduced the greenery but also due to the commercial use on the said land the environment is effected by parking of several vehicles as well as Air Conditioners installed at the plot in question. Since, there is no earmarked parking for this commercial land the vehicles are being parked in the remaining green belt which is severely affecting the remaining green belt and there is every likelihood that they will encroach the remaining green belt also and effect the environment.
- d. The respondent no. 4 illegally and malafidely and arbitrary chooses that there is only 253 sq. mtr. construction on the green belt, without assigning anything how and in what manner they have calculated the alleged 253 sq. mtr.

(6)

without filing any building sanctioned plan/approved Master Plan and without mentioning that measuring approximately around 10500 sq. mtr. shown as green area/green belt in the master plan is existing after demolition of the alleged 253 sq. mtr. or not. It is pertinent to mention that till

- e. The report filed by the respondent no.4 is contrary to the Master Plan, wherein, the area of approximately 10500 sq. mtr. has been shown as Green belt. The reliance hereby is placed on the Master Plan. The officials of the respondent no.4 in order to give illegal benefits to respondent no. 7 to 9 has given the number of the plot in question as A1, whereas, plot 1 is not even nearby the plot no. A1.
- f. The officials of the respondent no.4 even while making the status report has closed their eyes that the road on which the plot in question is situated is more than 80 Mtr. wide road where commercial activities are strictly not permitted as per the norms settled by the authority itself still the commercial activities is allowed to be carried out by the officials of the respondent no.4.
- g. The respondent no.4 concealed the factum of the license Agreement dated 27.05.2003 executed by the respondent no. 4 in favour of Shri. Virendra Singh for maintaining the said green belt area of 10500 sq. mtr. and for running a

(7)

nursery for maintaining the green belt and the site plan annexed with the license agreement clearly shows that there was no alleged plot A1 was in existence and the entire area is notified as green belt.

- h. The respondent no.4 in active connivance with the other private respondents in order to legalise the plot measuring 691 sq. mtr. make alterations in the sanctioned master plan. It is respectfully submitted that the front of the green belt as shown in the Master Plan is 79 mtr. towards the road and the said factum is also corroborated with the license agreement which clearly shows the total area of green belt as 10500 sq. mtr and front of the green belt is clearly shown as 79 mtr. and no vacant space was in existence. The reliance is hereby place on the approved Master Plan as well as the plan annexed with the Lease Agreement.
- i. The report filed by the police in FIR no. 98/2021 PS Ecotech-III, clearly shows that during investigation the police officials asked the concerned officials of respondent no.4 to provide the exact position of the plot A1 which was allotted to respondent no. 7 & 8 and its existing position. The concerned official after inspection provided a site plan wherein it has clearly shown that the front of the impugned plot A1 is 24.51 mtr and the front of the green belt is shown

⑧

as 54.30 mtr. which clearly proves in volume that the plot is carved out in green belt/green illegally and malafidely otherwise no question arises of reduction of the front of the green from 79 mtr to 54.30 mtr. The relevant case diary alongwith the said plan submitted by the officials of the respondent no.4 is annexed herewith as **ANNEXURE-B.**

- j. The respondent no.4 deliberately and intentionally in order to safeguard themselves and to legalise the plot A1 which is carved out in green belt showing the plot A1 was in existence and not carved out in the green belt after manufacturing a forged master plan and altered the existing position of the original plan. The said plan is annexed herewith as **ANNEXURE-C.**
- k. The respondent no.4 deliberately and with malafide intentions in order to divert the issue, demolished 253 sq. mtr. and filed the report that the encroachment has been removed in the green belt, whereas, the issue is that the entire 1000 sq. Mtr. (Approx.) is encroachment upon the notified green belt.
- l. The Hon'ble Apex Court has held that the green area/open spaces are the lungs of the society and its status cannot be allowed to be changed at the cost of depletion or destroy to the ecology and environment. The carving out the plot A1

(9)

in green belt after changing the structure of the notified green belt is illegal.

10. That the applicant craves leave of this Hon'ble Tribunal to refer and argue any other ground which has not specifically being mentioned herein above.

PRAYER:

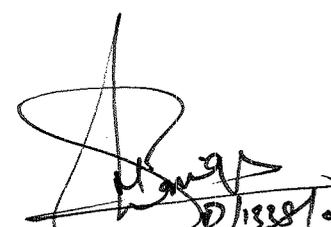
It is therefore, most respectfully prayed that this Hon'ble Tribunal may graciously be pleased to:

- a. Direct the respondent no.4 to file complete status report in respect to whether the area of green belt has been reduced by carving the plot in question i.e., A1 as well as the exact dimensions of green belt existing at present.
- b. Pass such other or further order which this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case and in the larger interest of justice.

NEW DELHI

DATED: 29/07/2024


APPLICANT


FILED BY
(DEEPAK KOHLI & ABHISHEK YADAV)
Advocates
K-145A, Near Tehsil Building
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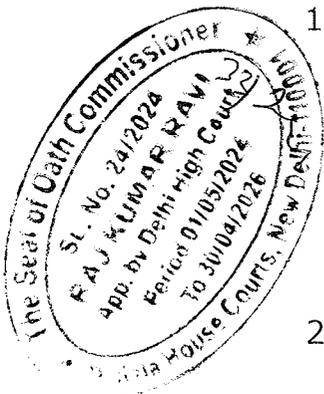
VERSUS

Ministry of Environment and Forest
& Ors.RESPONDENTS

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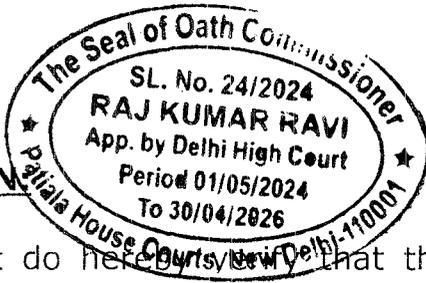
I Shri Yatender Kumar Bhati, aged about 70 years President, Sach Sewa Samiti Vyas (Trust), having its registered office at D-243, Sector-105, Noida, Gautam Budh Nagar, Noida, UP, at present at New Delhi, do hereby solemnly declare and affirm as under:

1. That I am the president of the above noted Samiti and as such competent to file and swear the present affidavit on behalf of the Samiti. Further the deponent is duly authorised to represent the Samiti.
2. That the contents of the accompanying application have been drafted under my instructions and the contents of the same has been read over and explained to me in my vernacular language and nothing material has been concealed therefrom.



11

- 3. That the facts stated therein are true and correct to the best of my knowledge and belief and the same are not repeated herein for the sake of brevity and be treated as part and parcel of this affidavit.
- 4. That the annexures enclosed with the application are true copies of their respective originals.



[Signature]
DEPONENT

[Signature]
I identified the Deponent who has signed in my presence.

The deponent do hereby declare that the contents of the above affidavit are true to my knowledge and no part of the same is incorrect or false.

Verified on this 27th July, 2024 at New Delhi

29 JUL 2024

[Signature]
DEPONENT

VERIFIED THAT THE DEPONENT
 Shri/Smt./Km. *V. K. Phal*
 S/o, W/o, D/o, Sh.
 R/o.....
 Identified by Shri/Smt. *[Signature]*
 has solemnly Attested before me at Delhi
 on..... St. No. *33/24*
 that the contents of the affidavit which
 have been read over & explained to him/her
 are true & correct to his/her knowledge.
[Signature]
 Oath Commissioner, Delhi

29 JUL



उत्तर प्रदेश UTTAR PRADESH

96AA 784063

'कार्यालय'

उप निबन्धक, गौतमबुद्धनगर
जनपद-गौतमबुद्धनगर (उ०प्र०)

नकल संख्या :- 466 /2011

नकल जारी करने की तिथि:- 21-2-11

बिलोख पर अबा स्टाम्प:- 7575A

बिलोख की सत्यापित छायाप्रति इस
स्टाम्प-पत्र के साथ संलग्न है।

9447

13



LICENSE AGREEMENT

Pe
Virendra Singh
Gautam Budh Nagar

THIS LICENSE AGREEMENT MADE ON THE 27 DAY OF May IN THE YEAR 2003 BETWEEN THE Greater Noida Industrial Development Authority, a body corporate constituted under section 3 read with section 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter called the licensor which expression shall, unless the context does not so admit include its successors, assigns) of the one part and Shri Virendra Singh aged about 30 years S/o Shri Nabab Singh R/o G-16, Beta-II, Greater Noida, Distt-Gautam Budh Nagar (U.P.) (hereinafter called the Licensee which expression shall unless context does not so admit, include his/her/their/its heirs, executors, administrators representatives and permitted assignees) of the other part.

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504

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act, 1984 and developed by the Lessor for the purpose of setting up an urban and industrial township.

WHEREAS the licensor has agreed to demise and the licensee has agreed to take on license for twenty years the said plot on the terms and conditions hereinafter appearing for the purpose of plantation nursery, floriculture and other specific uses as hereinafter the licensee.

2 NOW THIS LICENSE AGREEMENT WITNESSETH AS FOLLOWS:-

Yes
14.40
[Signature]

That the consideration of the license fee of Rs. ~~10.00~~ (Rupees ten only) per sqm. AND this consideration has to be paid as per scheduled 11 for the plot of the land numbered as 31, situated in block-G, at Knowledge Park-I, in Greater Noida Industrial Development Area District-Gautam Budh Nagar contained by square meters be the same a little more, or less, and bounded, (situated at Tehsil & Distt. Gautam Budh Nagar).

Measurement 10,500.00 Sqm.

- ON THE NORTH BY.....As per Lease Plan attached.
- ON THE SOUTH BY.....
- ON THE EAST BY.....
- ON THE WEST BY.....

[Signature]

[Signature]

YOGENDRA SINHA
Ma. agert(Law)

14

2. Agreement. Royalty.
Average annual rent reserved = 157 ru.

निम्नलिखित... 20... 20...
श्री/श्री...
पुत्र...
निवासी...
जो यह लेखन...
आज दिनांक...
व्य... 27/5/03...
प्रत्येक किंगडम...
हय-निबन्धक
मौलम बुद्ध नगर

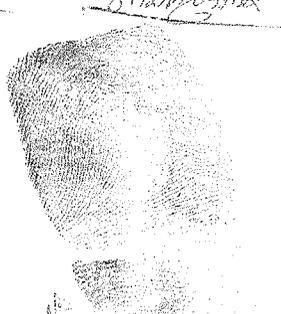
27/5/03

व्य...
नगर...
श्री...
पुत्र...
निवासी...
हय-निबन्धक
मौलम बुद्ध नगर



व्य...
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27-5-03

And which said plan and therein r

TO HOLD the s with their appu commencing for the lessor,

(b) A right t above tl develop coals, v right at necess obtain leavir the s/ lesso all c rese on t less

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And which said plot is more clearly detailed and shown in the attached plan and therein marked red.

TO HOLD the said plot (hereinafter referred to as "the demised premises" with their appurtenances into the Lessee to the term of twenty years commencing from the 27.12.2003) except and always reserving to the lessor,

~~Handwritten signature~~

- (b) A right to lay water mains, drains, sewers or electric wires under or above the demised premises, if deemed necessary by the Lessor in developing the area. Full rights and title to all mines, minerals, coals, washing gold's earth oils, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface to the plot(s) /flat or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the allottee/lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer of the lessor on the amount of such compensation will be final and binding on the lessee.

II AND THE LICENSE BOTH HEREBY DECLARE AND CONVENANT WITH THE LESSOR IN THE FOLLOWING MANNER:-

- 20. That the licensee will pay to the licensor the balance of the consideration in the installments mentioned in scheduled li attached by the dates mentioned therein. If the licensee fail to pay any installment by the due date, he shall thereafter pay the same with interest 18% p.a. compounded yearly on the installment in arrears from the due date till the date of payment, provided that for failure to pay three continuously installment, licensee may determine the license agreement and forfeit deposit earnest money.
- 21. The licensee will obey and submit to all directions issued or regulations made by the lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the place.

~~Handwritten signature~~

~~Handwritten signature~~

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~~Handwritten signature~~

YOGENDRA SINHA
Manager(Law)

2
-5-03

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54

22. The licensee at his own expense will take permission for electricity, and water connections from the concerned departments of the licensor or from the competent authority in this regard.
23. The licensee shall abide by all Regulations, Bye-laws, Directions and Guidelines of the licensor framed/issued under Section 8,9 and 10 or under any other provisions of the U.P. Industrial Area envelopment Act. 1976 and rules made therein.
24. In the case of non-compliance of these terms & conditions, any any Directions of the licensor, the lessor shall have the right to impose such penalty as the Chief Executive Officer of the Licensor may consider just and/or expedient.
25. That the licensor shall have first charge upon demised premises for the amount of unpaid balance and charges, interest and charges, interest and other dues of licensor.
26. That the licensee will permit the members, officers and subordinates of the lessor and workmen and other employed by the licensor from time to time and at all reasonable time of the day, during the said terms after three days previous notice to enter into and upon the demised premises in order to inspect the same and carry on necessary works mentioned before and the lessee will give notice of the provision of this sub-clause to his/her/their/its tenants.
27. If lessee is found to have obtained the licensee and the lease of the demised premises by any misrepresentation and mis-statement 'or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor along with forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.
28. If the lessee commit any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance within a reasonable period, failing which the lessor shall itself get the nuisance removed at lessee's cost and charge damages from the licensee during the period of substance of nuisance.
29. Any losses suffered by the licensor on a fresh grant of demised premises for breach of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the licensor.



YOGENDRA SINHA
M. A. (Law)

(17)

575

30. All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) or any rules or regulations made there under shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act, 1973 as reenacted and modified by the Uttar Pradesh President's Act. (Re-enactment with modification) Act 1976 (U.P. Act No. 30 of 1974).
31. The Chief Executive Officer of the lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and expedient.
32. All powers exercise by the lessor under this lease may be exercised by the Chief Executive Officer of the lessor. The lessor may also authorise any of its other officers to exercise all or any of the powers exercisable by it under this lease, provided that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the lessor with the functions similar to those of Chief Executive Officer.
33. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all there incidental expenses will be borne by the allottee, who will also pay the stamp duty of transfer of immovable property levied, or any other duty or charge that may be levied by any authority empowered in this behalf.
34. All arrears payable to lessor shall be recoverable arrears of land revenue.
35. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the licensor shall be final and binding on the licensee.
36. Any relaxation, concession or indulgence granted by the licensor to the licensee shall not in any way prejudice the legal right of the licensor.
37. In the event of any dispute with regard to the terms and conditions of the license Agreement the same shall be subject to the jurisdiction of District Court at Gautam Budh Nagar (where the property is situated) or the High Court of judicature at Allahabad.
38. Other terms & condition will be as per enclosed herewith scheduled I, scheduled II, annexure (I) and Annexure (II) of the Horticulture Department.

39. *Yearly rent up to the period of twenty years is fixed i.e. ₹ 1,51,200/- This way, the average annual Rent is reserved is ₹ 1,51,200/-*

YOGENDRA SINHA
Manager (Law)

(18)

577

30. All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) or any rules or regulations made there under shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act, 1973 as reenacted and modified by the Uttar Pradesh President's Act. (Re-enactment with modification) Act 1976 (U.P. Act No. 30 of 1974).
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YOGENDRA SINHA
Master (Law)

19

579

IN WITNESS WHEREOF THE parties hereto have set their hand on the day and in the year herein first above written in the presence of

1 Witness: *[Signature]* for and on behalf of the licensor
Address: *[Handwritten Address]*

2 Witness: *[Signature]* for and on behalf of the licensee
Address: *[Handwritten Address]*

Certified that this is true and exact copy of the original in all respect.

Licensee

for and on behalf of licensor

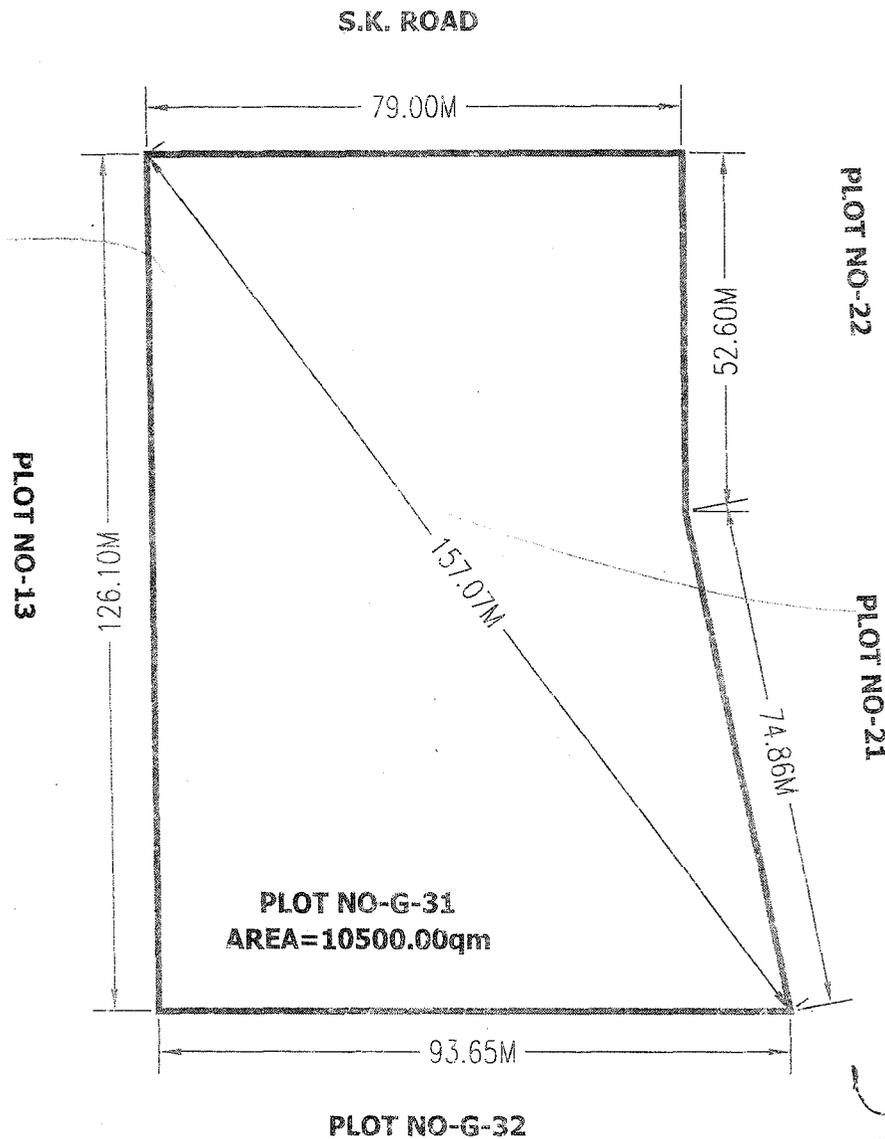
[Signature]

YOGENDRA SINHA
Manager (Law)

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PLOT NO-G-31



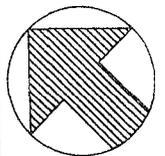
YOGENDRA SINHA
Manager(Law)

A=10500.00Sqm

NOTE- LEASE PLAN PREPARED ON THE BASIS OF INFORMATION PROVIDED BY ENGG DEPT.

N-
SESSION TAKEN OVER-
LOTEE-

SIGN-
POSSESSION HANDED OVER-
ALLOTEE-



LEASE PLAN FOR PLOT NO-G-31
KNOWLEDGE PARK PHASE-I

ASST MGR(ENGG)

MGR(ENGG)



GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY

DRAUGHTSMAN[ENGG]

(21)

Case Diary Details
प्रकरण दैनिकी का विवरण

Case Diary No.(प्रकरण दैनिकी सं.): CD73

Case Diary Supplementary No. (प्रकरण दैनिकी पूरक सं.):

FIR No.(प्र.सू.रि. सं.): 0098

Date (दिनांक): 20/02/2021

P.S. (थाना): इकोटेक-तृतीय

District (जिला): मध्य (कमिश्नरेट गौतमबुद्धनगर)

1. a) General Information (सामान्य जानकारी)

b) Date of Preparing the Case Diary (प्रकरण दैनिकी तैयार करने की दिनांक): 14/12/2022

c) Start time of Investigation (जांच प्रारंभ समय): 10:00 बजे

d) End time of Investigation (जांच अंत समय): 15:00 बजे

Places Visited (स्थानों का दौरा किया): अपराध शाखा, थाना इकोटेक 3

e) Investigation Brief (जांच संक्षिप्त):

2. Major Task Performed (मुख्य कार्य प्रस्तुत किया)

S.No.(क्र.सं.) 1

a) Major Task Performed (मुख्य कार्य प्रस्तुत किया) : साक्ष्य विवरण

b) Witness Name (गवाह का नाम) :

c) Relative Name (रिश्तेदार का नाम) :

d) Age (उम्र) :

e) Address (पता) :

House No.
(मकान संख्या) :

Street Name
(गली का नाम) :

Colony/Locality/Area
(कॉलोनी/इलाका/क्षेत्र):

Village/Town/City
(ग्राम/नगर/शहर) :

Tehsil/Block/Mandal
(तहसील/ब्लॉक/मंडल) :

District (ज़िला) :

State (राज्य) :

Pincode (पिन संख्या) :

Police Station(पुलिस स्टेशन) :

Country(देश) :

f) Description(विवरण) :

..... मु0अ0सं0 98/2021 धारा 420,467,468,471,406 भादवि थाना इकोटेक तृतीय जनपद गौ0बु0नगर वादी श्री यतेन्द्र कुमार भाटी पुत्र स्व0 श्री रघुनाथ सिंह नि0 डी0 243 सै0 105 फेस 02 बनाम 01.राजेन्द्र सिंह पुत्र श्री महताब निवासी ग्राम मकौडा थाना सूरजपुर गौ0बु0नगर 02.स्वेता पत्नी मनोज सिंह 03.मधु सिंह पुत्री जी0 एस0 कम्बोज पत्नी दीपक नि0गण ग्राम मकौडा थाना सूरजपुर गौ0बु0नगर 04.रविन्द्र सिंह पुत्र रामदास नि0 ग्राम आनन्दपुर पोस्ट कोट तहसील दादरी गौतमबुद्धनगर 05.श्रीमति गीता सिंह पत्नी राजेन्द्र कुमार नि0 ई0 02 झण्डेवालान एक्स नई दिल्ली 6. कैलाश भाटी पुत्र स्व0 प्रेम सिंह निवासी 5/502 पोर्टिंग ग्रीन ओमेक्स एनआरआई सिटी थाना बीटा -2 ग्रेटर नोएडा गौतमबुद्धनगर 7. कमल सिंह पुत्र जसवंत सिंह निवासी ग्राम बरौला थाना सैक्टर 49 नोएडा गौतमबुद्धनगर 8. दीपक पुत्र राजेन्द्र निवासी मकौडा थाना सूरजपुर गौतमबुद्धनगर , दि0 घ0 25/11/1997 से 04/04/2020 के मध्य समय अ0त0 दि0सू0 20.02.2021 समय 16.18 बजे घटनास्थल खसरा नं0 987,1104,1105,1106 ग्राम तुस्याना

मुख्य कार्यविवरण

श्रीमान जी मुकदमा उपरोक्त मे पर्चा नं0 72 दिनांक 13.12.2022 को कित्ता कर सेवा मे प्रेषित किया जा चुका है। अब मै,विवेचक कार्य सरकार से फुरसत पाकर विवेचना मशरूफ होता हूँ।

उपरोक्त मुकदमे में प्लाट संख्या A1 सैक्टर KP1 / तुगल पुर हल्दौना तथा उसके आस पास स्थित जगह की नाप किये जाने के सम्बन्ध में पूर्व में दिये गये धारा 91- सीआरपीसी के नोटिस के जवाब में ग्रेटर नोएडा विकास प्राधिकरण के पत्रांक 862/भूलेख /2022 दिनांक 14.12.2022 के पत्र जो विशेष कार्य अधिकारी रजनी कान्त द्वारा हस्ताक्षरित है प्राप्त हुआ जिसमें उनके द्वारा अभिलिखित किया गया है कि प्रयोजना विभाग द्वारा दिनांक 13.12.2022 को स्थलीय सर्वेक्षण के उपरान्त तैयार किये गये नजरी नक्शा की छायाप्रति आवश्यक कार्यवाही हेतु उपलब्ध कराई जा रही है तथा एक नजरी नक्शा मय माप के प्राप्त कराया गया एवं एक नोटिंग पेज की छायाप्रति भी

उपलब्ध कराई गयी जिसमें हरेन्द्र सिंह सहायक प्रबन्धक वर्क सर्किल 4 तथा सुरेन्द्र कुमार प्रबन्धक वर्क सर्किल 4 एवं नागेन्द्र सिंह वरिष्ठ प्रबन्धक वर्क सर्किल 4 के हस्ताक्षर दिनांक 13.12.2022 में किये गये है भी प्राप्त है। नक्शे के अवलोकन से पाया गया कि प्लॉट नं0 ए1 के पश्चिम में प्लॉट नं 22 तथा पूरब में हाईटेन्शन लाईन व ग्रीन बैल्ट स्थित है। नक्शा में दर्शायी गयी माप के अनुसार प्लॉट संख्या ए1 का सर्विस रोड सूरजपुर तुगलपुर पर 24.51 मीटर का फरन्ट है तथा इसके उपरान्त हाईटेन्शन लाईन व ग्रीन बैल्ट का 54.30 मीटर का फरन्ट है। प्लॉट की गहराई 52.55 मीटर है। पूरे प्लॉट का क्षेत्रफल कुल 925.12 वर्ग मीटर कवरड एरिया दर्शाया गया है। नक्शा एवं अन्य कागजात संलग्न सीडी किये जाते है। मौके की स्थिति से मिलान बाद में किया जायेगा।

आज की कार्यवाही का पर्चा सादर सेवा में प्रेषित है। विवेचना प्रचलित है।

संलग्नक:- ग्रेनो से प्राप्त नक्शा व रिपोर्ट 0 3 वर्क

3. Evidence Details (साक्ष्य विवरण)

S. No. (क्र. सं.)	Evidence Type (साक्ष्य के प्रकार)	Property Recovered Detail (बरामद संपत्ति का विवरण)	Evidence Detail (साक्ष्य विवरण)	Collected On (प्रकृतिस्थ दिनांक)	Collected at (प्रकृतिस्थ जगह)	Collected by (प्रकृतिस्थ द्वारा)

4. Action Taken Details (कार्यवाही का विवरण)

a) Action Taken (कार्यवाही): साक्ष्य संकलन

b) Date of Action (कार्यवाही की दिनांक): 14/12/2022

c) Other Information on Investigation (अनुसंधान पर अन्य जानकारी):

d) Remarks (टिप्पणियाँ):

e) Description (विवरण):

साक्ष्य संकलन

f) Status of Investigation (जांच की स्थिति):

अनुसंधान के अंतर्गत

5. Comments Instruction of Supervisor (पर्यवेक्षक के निर्देश / टिप्पणी)

S. No. (क्र. सं.)	Comment Date (टिप्पणी तारीख)	Comments (टिप्पणी)	Commeted By (द्वारा टिप्पणी)	Office Type & office Name (कार्यालय प्रकार व कार्यालय का नाम)
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Report Printed on (रिपोर्ट मुद्रण की दिनांक): 15/12/2022

Report Printed by (जिस के द्वारा रिपोर्ट मुद्रित): 8800701412

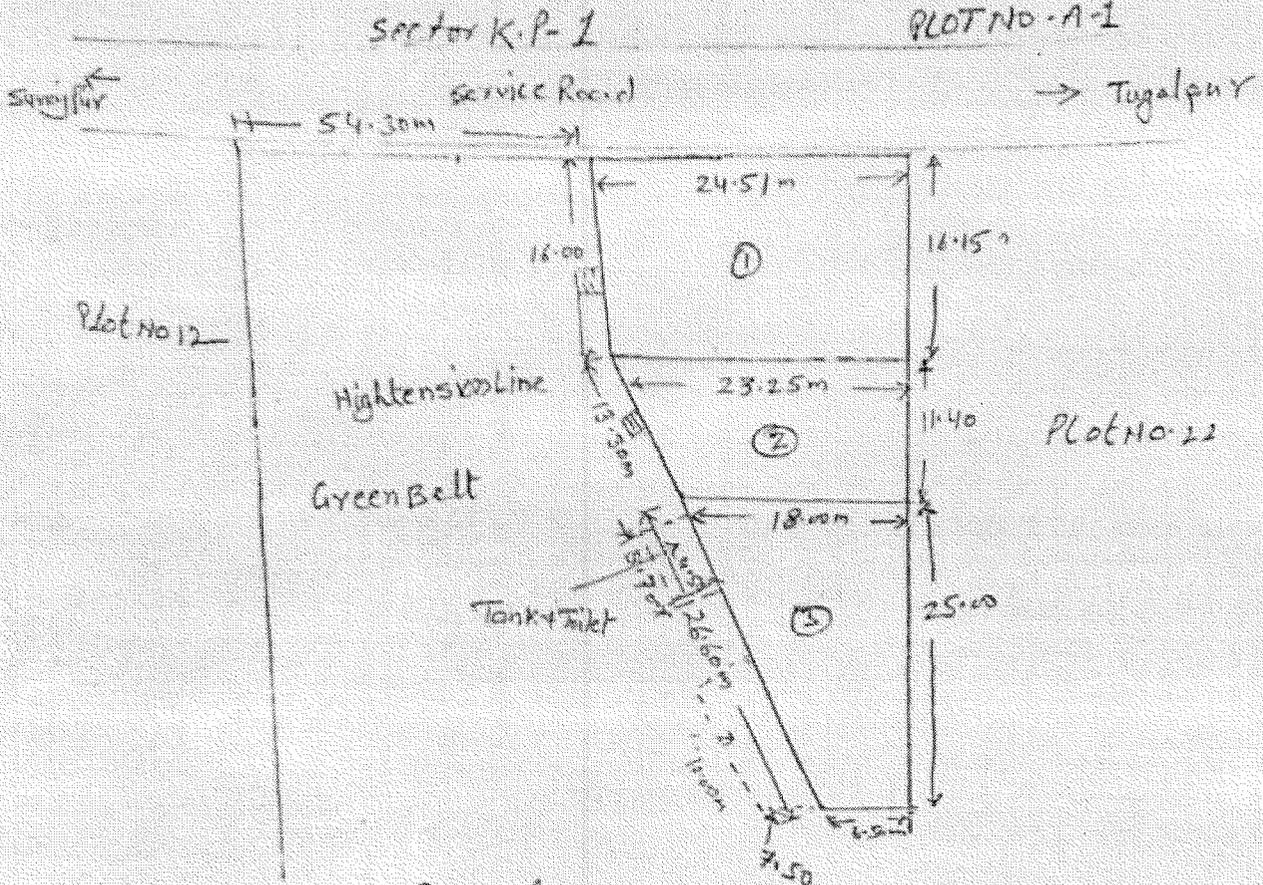
Signature (हस्ताक्षर):

Name(नाम): PAWAN YADAV

Rank(पद): निरीक्षक

No. (सं.): 152331540

25



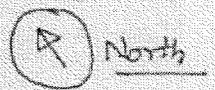
Note for scale

① Area = $23.88 \times 16.07 = 383.75 \text{ m}^2$

② Area = $\frac{1}{2} \times 5.25 \times 11.40 = 29.92 \text{ m}^2$
 $= 18 \times 11.40 = 205.20 \text{ m}^2$

③ Area = $\frac{1}{2} \times 11.50 \times 25.00 = 143.75 \text{ m}^2$
 $= 6.50 \times 25.00 = 162.50 \text{ m}^2$

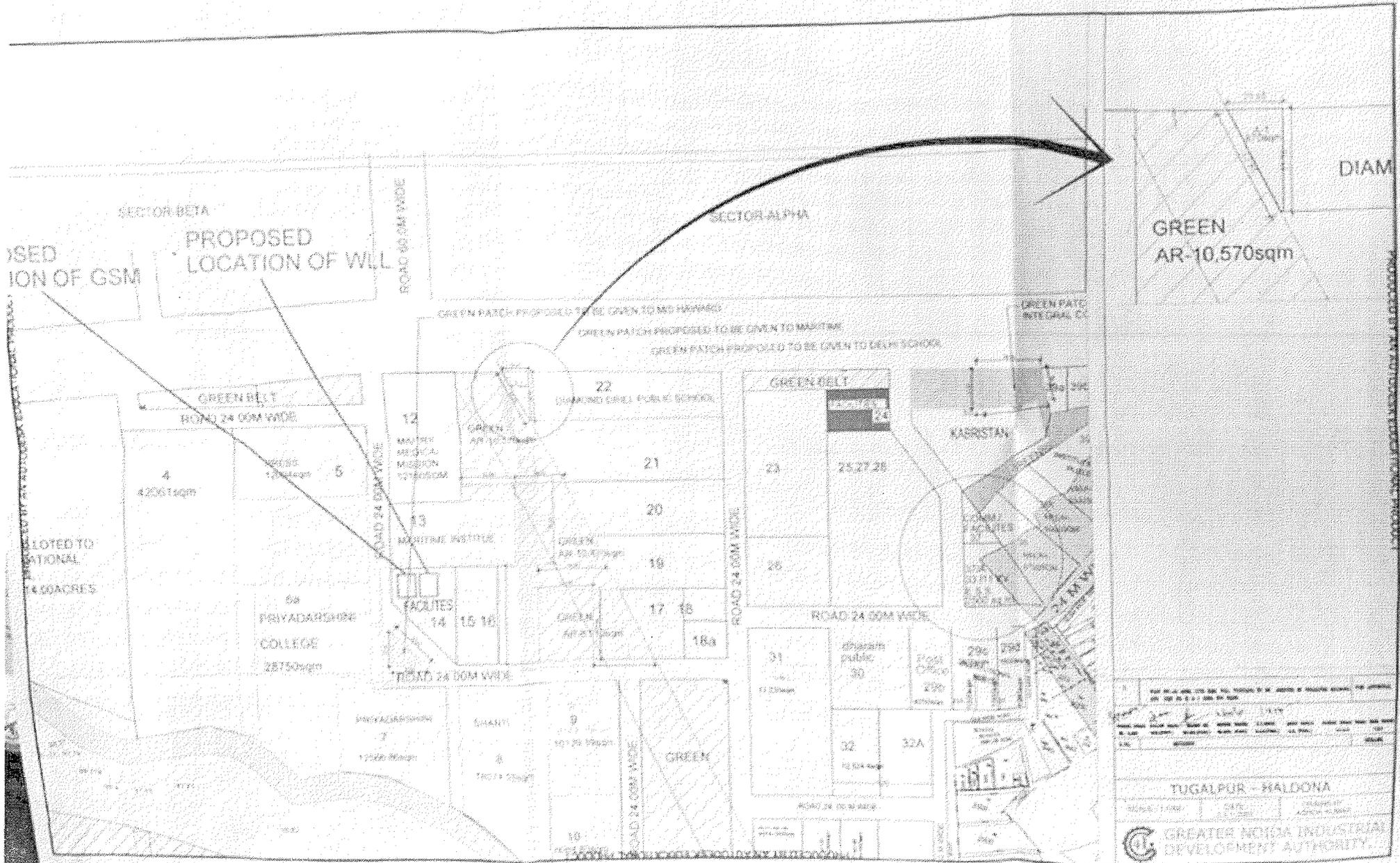
Total = $\underline{\underline{925.12 \text{ m}^2}}$



~~13/12/22~~
 (13/12/22) (13/12/22)

~~(13/12/22)~~
 (13/12/22)

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96

207



Shariq Khan <m.shariq.k@gmail.com>

Objections on behalf of the applicant to the status report filed by respondent no.4 in case OA No. 908 of 2022 titled as Sach Sewa Samiti Vyas (Trust) Versus Ministry of Environment and Forest & Ors

1 message

Shariq Khan <m.shariq.k@gmail.com> Mon, Jul 29, 2024 at 4:21 PM
To: secy-moef@nic.in, secretary@ndmc.gov.in, ctcp.lu-up@gov.in, authority@gnida.in, feedback@uppcb.com

Sir,

Please find attached herewith the objections filed on behalf of the applicant to the status report filed by the respondent no.4

Regards
Deepak Kohli
Advocate
9811192957

 **Sach Sewa Samiti Vyas.pdf**
1862K