

BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 1343 OF 2024

(Under Section 18(1) read with Sections 14, 15 & 17 of  
National Green Tribunal Act 2010)

**IN THE MATTER OF**

Harish Yadav

...Applicant

VERSUS

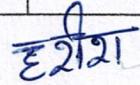
State of Uttar Pradesh & Others

...Respondents

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E2121

APPLICANT

Through

Place:

Date:



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**NDOH : 01.07.2025**

**REJOINDER ON BEHALF OF THE APPLICANT TO THE  
REPLY FILED BY RESPONDENT NO. 2**

**MOST RESPECTFULLY SHOWETH**

- A. That the instant rejoinder is being filed on behalf of the applicant in response to the reply filed by the Respondent No. 2. The answering respondent in its reply has not disclosed certain facts/documents regarding the commencement of development activities; approval of DPR /revised DPR of township at the time of applying EC issued on 31.10.2007,

07.10.2013 and approved constructions map after development of the land. This indicates that the respondent's response (reply) is incomplete, as it doesn't include all the necessary facts and documents. Despite the incomplete response, the petitioner is submitting this present rejoinder to address the points raised in the respondent's reply. However, the petitioner will file a more comprehensive rejoinder once the respondent provides the missing information/documents. Leave to this extent is prayed and may kindly be granted, in the interest of justice and equity.

- B. The contentions of Respondent No. 2 in the reply are wholly misconceived, baseless and not tenable either in law or in facts. The reply filed by the Respondent No. 2 is merely an eye wash and portrays a false and misleading picture before this Hon'ble Tribunal.
- C. Save and except what has been stated in the caption original application what are matters of record nothing contain in the reply should be deem to have been

admitted by the applicant by reason of non-traverse or non-express denial unless admitted herein.

- D. That the applicant filed the instant application against the environmental offences made by respondent no.2 while developing the Integrated Township - "ADITYA WORLD CITY" under the Housing Policy dated 21.05.2005 of Government of Uttar Pradesh.
- E. The respondent no.3 "GDA" has issued a licence for 185 acres of land for developing the integrated township to respondent no.2 in the year of 2006.
- F. That respondent no.2 in response to Housing Policy Dated 21.05.2005 seeks to develop the Integrated Township over an area of 185 acres of land falling different Khasras located at Village Shahpur Bamheta, Dasna, Ghaziabad. The said Integrated Township is situated in the area of Master Plan 2021 of respondent no.3 "GDA". Accordingly, the respondent no.2 executed Development Agreement dated 07.05.2007 with respondent no.3 "GDA".

- G. The Respondent No. 2 has to complete the development works of the said land within 5 years from the date of commencement i.e. from the date of approval of detailed project report (DPR) and Layout Plan as per Para No. 3(i) & 3(ii) of development agreement dated 07.05.2007. **Copy of Development Agreement dated 07.05.2007 is annexed as Annexure A-1.**
- H. The DPR & Layout plan for development of township approved by the respondent no.3 "GDA" in the year 2007 to carryout developmental work of township by the respondent no. 2 /project proponent.
- I. The DPR / Layout Plan of the integrated township was approved in accordance with para no. 2.4.2, 3.3.6(ii) & 3.3.6(iv) of the GDA Bye Laws 2000 and land use of Master Plan 2021.
- J. The development of required infrastructure facility, social utility services, community facility etc. have been

approved in DPR to accommodate proposed population density in the township area.

- K. That the built-up area 9,76,681 square meters which includes the residential, non-residential, social utility and common services. Both population density and built-up area are co-exist to each other. In the present case the answering respondent has developed the area for built-up area of 9,76,681 square meter. However, it has increased the built-up area to 13,95,596.089 square meters without any increased in the total township area. The change in built-area from 9,76,681 to 13,95,596.089 square meters in a developed area for 9,76,681 square meters is not environmentally sustainable.
- L. The said development of township comes under entry no. 8 item 8(b) category B Sub Category B1 of Schedule 1 of Environment Impact Assessment (EIA) Notification 2006.

- M. The EIA mechanism was formally introduced in India in 1994 under Environment Protection Act 1986. Since then, the EIA process has come a long way as the Notification 1994 has completely absolute after issuance new EIA Notification 2006 with effect from 14.09.2006. As per para no.2 of said notification prior Environment Clearance (EC) is required to commence the development work in the said township.
- N. The EIA Notification 2006 is the transitional change of EIA Notification 1994. The EIA notification 2006 required more comprehensive information in Form No. 1 & 1A and terms of reference (TOR) for preparation of EIA study report by the respondent no.2/PP. It is pertinent to mention here that the prior EC was mandatory.
- O. The provision of EIA 2006 & process thereunder has been considered in detailed by Hon'ble Supreme Court

in Hanuman Laxman Aroskar Vs. Union of India (2019)

15 SCC 401 para 62 of judgment observing as:

- The information provided in Form 1 serve a base upon the process stipulated under EIA 2006 vests.
- Any application made or EC granted on the basis of a defective Form 1 is liable to be rejected immediately.
- Deliberate concealment and/or submission of false or misleading information or data which is material to screening or scoping or appraisal or decision on the application, which shall move the application liable for rejection and cancellation of prior environment clearance granted on that basis.
- In above case Hon'ble Supreme Court make it very clear that the projects/activities which are covered by EIA Notification 1994 or EIA Notification 2006 are bound to obtain prior environment clearances and any violation would result in rendering the entire project wholly illegally.

- P. That in the present case impugned EC was issued on 31.10.2007 is Ex Post Facto Environmental Clearances as the same was obtained after approval of DPR/layout of the township, which is liable to be strike down as per Hon'ble Supreme Court Judgment in the case of Vanashakti Vs. Union of India, Writ Petition No. 1394 of 2023 decided on 16.05.2025. The project of respondent no.2/PP was squarely covered under category 8 (b) of EIA 2006 and at the relevant point of time the respondent no. 2/PP has to apply for EC under the EIA Notification 2006.
- Q. That para no. 2 of EC dated 31.10.2007 read as "it is inter-alia noted that the project involves the constructions of a residential township on plot area of 74.86 hectares and total proposed built-up area is 9,96,691 square meters, therefore, reflects that the Respondent No. 2/PP has apply to obtain an EC for constructions purposes only and not for the development.

- R. That the plot area 74.86 hectare as stated in the EC dated 31.10.2007 is factually not a developed plot area, in fact, it is an agriculture land falling in various Khasra purchased from individual farmers by Respondent No. 2/PP. It is further submitted that the construction map cannot be approved by the appropriate authority unless the said area is fully developed.
- S. That respondent no.2/PP in violation of para no.2 of EIA Notification 2006, has carried out the development work in the township without valid prior EC.
- T. That the respondent no.2 /PP intentionally had not disclosed the facts regarding the commencement of development activities; approval of DPR /revised DPR of township at the time of applying EC issued on 31.10.2007, 07.10.2013 and approved constructions map after development of land.
- U. A fresh EC of the township area of Khasra Nos. 1619, 1622, 1623, 1625, 1670, 1671/1, 1671/2, 1672, 1673,

2292, 2293, 2294, 2295, 2354, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2374, 2375 sought by the respondent no.2/PP through application dated 20.03.2024 for prior grant of EC under EIA Notification 2006 from SEIAA UP for development activities of the township. SEIAA has accorded EC on 20.06.2024.

- V. The completion certificate of the development of the entire township was issued by the respondent no.3/ "GDA" vide certificate dated 29.12.2023.
- W. The EC dated 20.06.2024 issued by SEIAA based on the concocted data submitted by respondent no.2/PP to mislead and hatch the conspiracy to get permission for extraction of ground water. It is further submitted that the permission was taken on 24.05.2024 for infrastructure purposes only. However, respondent no.2/PP has used this permission of ground water extraction for construction purpose of group housing on GH Plot No. 2, 3, 4 & 7 in the land of above Khasra numbers of the township where EC is not get accorded

by the SEIAA for the construction work. It is submitted that the Respondent No. 2/PP intentionally in its reply has not disclosed the date and area of commencement of building constructions and also EC has not obtained for GH Plot No. 1,5 and 6 though the project was completed, as admitted by respondent no.2/PP in its reply.

X. The respondent no.2/PP has neither disclosed nor submitted:

- i) The copy of DPR and lay out plan approved by respondent no.3 "GDA" for a township area of 74.86 hectare and proposed built area of 9,76,681 square meter for the purpose of determining the date of commencement of development work in the township.
- ii) Copy of DPR and lay out plan, if, subsequently revised and approved by competent authority/ Board of respondent no.3 "GDA" for change in proposed built-up area from 9,76,691 square

meter to 13,95,596.098 square meter to confirm the EC issued on 07.10.2013 was prior or expost facto.

iii) That the building constructions maps approved by GDA for various purpose on the said land/plot by the respondent no.2/PP either after or during the development of township approved by the respondent no.3 "GDA".

iv) The source of water and quantity used by respondent no.2/PP for building constructions purposes.

Y. It is submitted that presently there are many buildings of group housing, schools, commercial complexes have been constructed by respondent no.2/PP and many more are under constructions, where the constructions area of each plot is involved more than > 20000 square meter which required prior EC and other pollution related NOC has not been submitted by the respondent

no.2. The Photographs such buildings are enclosed as **Annexure - 2 (Colly)**.

- Z. That the above said information are necessary to calculate the underground water used and being use by respondent no. 2/PP for constructions purposes and to determine the environment damages caused by illegally used of ground water for constructions purposes.
- AA. That in compliance of para no. 1(b) of CTE dated 28.01.2015 the respondent no.2/PP bound to disclosed as to how much building constructions area were constructed, which PP failed to do.
- BB. That the respondent no.3 "GDA" has approved the DPR and layout plan of the said township in the year of 2007. The respondent no.3/"GDA" is empowered to approve DPR/ layout plan and constructions map as per building byelaws and under the provision of section 15 of UP Urban Planning and Development Act

1973. The applicant has approached the respondent no.3/"GDA" under RTI Act, 2005 through various RTI application for obtaining information/documents regarding approval map of DPR / layout plans and buildings constructions map to confirm the requirement of EC and other environment NOC which are not disclosed by the respondent no. 2/PP in its reply. The applicant despite all his efforts could not get the said information/documents from the respondent no.3/ "GDA". The GDA neither provided above information/documents under RTI Act, 2005 nor submitted its reply before Hon'ble NGT till date.

**Copies of said RTI application are enclosed as Annexure - 3 (Colly)**

CC. That the respondent no.2 has laid down a gravity pipe line of 4 feet diameter from township to dasna drain in the year of 2015. The said pipeline connected with the gravity network of waste and storm water drains of township, the said facts was confirmed by the UPPCB in its report dated 18.03.2025. The only purpose of

pipe line laid down from township to dasna drain for discharge the untreated effluent and rain water/ storm water during the operational period of township i.e. from 2015 to 14.05.2024 when the STP gets operational.

DD. The UPPCB has not disclosed in its report regarding the date of installation of STP, which is mandatory as per para 14 of specific conditions of EC dated 07.10.2013 and para no. 1 of the terms and conditions of operational phase of EC dated 31.10.2007.

EE. Admittedly the respondent no.2/PP has started the construction of buildings in the year 2011 after approval of building constructions map by the respondent no.3 "GDA", the said fact is evident from the civil suit filed by M/s. Leiser Valley Promoter Private Limited one of the consortium member of respondent no. 2/PP against Mrs. Sheela before Ghaziabad District Court titled as Leiser Valley Promoter Pvt. Ltd. Vs. Sheela w/o. Rajbir in Case no.

379 of 2012. **Certified copy of the suit is enclosed as Annexure - 4.**

FF. That the Sale deeds of residential units of GH 1 and GH 6 are clearly established that the allottees were residing in the township since 2015. **Copy of Sale deeds are enclosed as Annexure - 5.**

GG. The testing report of STP filed by the respondent no.2/PP clearly reflect that the STP was not operational till 2024 since the respondent no.2/PP failed produce any such documents. As per terms and conditions of EC, before STP gets operational the respondent no.2/PP has to furnished installation report from an independent expert agency.

HH. That the Buildings of different types such as Ground plus two floors, Ground plus one floor, Group housings, commercial buildings and school buildings built up by the respondent no.2/PP in the township after completion of the development activities. It is confirmed with the photos of different building

standing in the township. **Photographs are enclosed as Annexure – 6 (Colly)**

- II. The respondent no.2/pp has not disclosed in its reply the details of built-up area of these buildings and map of buildings approved by the respondent no.3 "GDA" for the purposes i) compliance of Water Prevention and Control of Pollution Act 1974, Air Prevention and Control of Pollution Act, 1981 ii) compliance The Environment Protection Act, 1986 which are mandatory for building constructions where the construction area more than > 20000 square meter and no extraction of ground water permitted to use for these building construction iii) to calculate the quantity of ground water used by PP in the building constructions' to initiate further action against the PP, as use of ground water extraction from township area for building constructions is completely prohibited as per conditions of CTE dated 28.01.2015 para 7 issued by UPPCB and under various guidelines of CGWA.

- JJ. That the CTO dated 30.09.2021 and 21.12.2023 filed by respondent no.2/PP was require to obtain before operational phase of township, the PP has started it operational activities in the year 2015. It is also established that the operation of STP has been started after CTO dated 30.09.2021 and 21.12.2023 that too invalid because it is ex-post facto as per judgment of Hon'ble Apex Court supra.
- KK. That the respondent no.7 has issued 4 NOCs dated 24.05.2024 with retrospective period from 31.12.2023 to 12.05.2027 for infrastructure is wholly misconceives and illegal as the infrastructure activities have already started in the year 2007 and completed on 29.12.2023 as per completion certificate issued by Respondent no.3 "GDA". The said NOCs are invalid as it is ex-post facto in view of the law declared by Hon'ble Supreme Court. It further submitted that these NOCs obtained by the Respondent no.2/PP on the basis of false and misleading information liable to be rejected as per clause no. 7 and 12 of the said NOCs.

Further New infrastructure project/residential building may require dewatering during constructions activities and/or used ground water for construction in both cases applicant should seek NOC from CGWA before commencement of work, however in over exploited unit use of ground water for constructions activities shall be permitted only if no treated sewage water is available within 10 kilometres radius of the project site. New as well existing infrastructure shall also be required to seek NOC for extraction of ground water. The NOC covers some other conditions as per prescribed form serial no. I to V under this para of guideline 2020. However, despite functioning of many STP within the 1 kilometres radius from this “Aditya World Township” such as High Tech Township, Land Craft Township and Sare Saamag Township.

- LL. That the respondent no. 2 manages to obtained these NOCs for extracting the ground water for building constructions with malafide intention. Further the above NOCs are not in continuation of earlier NOC

which were expired long back on 11.05.2022 and respondent no.2/PP bound to apply for renewal of the same through a fresh application at least 90 days prior to expiry the said NOC.

MM. That the neither respondent no.2/PP nor respondent no.7 has disclosed date of NOC issued for the period 05.12.2017 to 11.05.2022, it means in the absence of above NOC or other earlier NOC which were not submitted because they were neither applied nor issued.

NN. That respondent no. 7 has not inspected the site physically, therefore, it is not in position to give factual report regarding the terms and conditions of the NOC issued for the period of 05.12.2017 to 11.05.2022.

OO. That the respondent no.2/PP intentionally not disclose the source of water used in the constructions of many large and tall building standing on the said township.

PP. That as per report of respondent no.4 the EC dated 13.05.2015 issued to group housing project of M/s.

Utility Estate Pvt. Limited (Urban Home) for a built-up area 1,80,813.22 square meter which comes under category 8 (b) of EIA notification 2006. This report also mentioned about CTE dated 13.12.2015, CTO dated 25.11.2021 and STP test report dated 24.03.2025.

- QQ. As per the said report and its finding in para 9(ii) confirm that there is gravity network of pipeline to discharge effluent from group housing project "Urban Homes" into local drain, however the same disconnected at the time of inspection, but possibility of discharge effluent from said pipeline cannot be ruled out. Further in its report it is stated that STP operation is without log book, without testing before operation, without flow meter and without compliance report, which is mandatory to be submitted with UPPCB.
- RR. That the flats at Urban Home project were sold since 2018 onwards. In view of the above facts it is much essential to find out as to whether the environmental compliance by Urban Home/PP were made or not. Therefore, following information has to be disclosed by

the Urban Home/PP about the Date of commencement of project, Date of operation of STP and a report from the district ground water committee with regard source of water used for the constructions of building.

**PARA WISE REPLY**

1. The averments made in para 1 of the reply are matter of record and as such are not required to be dealt with by the applicant.
2. The averments made in para 2 is denied and disputed. That mere statement the present application bears no merits and has been filed malafidely to blackmail the Respondent no.2/PP, without supporting of any documents is another attempts of respondent no.2/PP to divert the core issue raised by the applicant and just to cover-up the environmental offences made by it. The present application filed against the respondent no.2 /PP because it has not followed the environmental norms during the execution of Integrated Township "Aditya World City" which has been duly explained in

the submission made in preliminary submission. It is submitted that the north side of Village abadi Shahpur Bamheta is surrounded with township of Respondent no.2/PP and Urban Home both Project Proponent have constructed the boundary wall to block the untreated effluent and rainy water of village abadi without making any alternative arrangement for drain out the said effluent. It is further submitted that the both PP are duty bound to make such arrangement before constructing the building and/or at the time of developmental work. Therefore, the applicant humbly prays before this Hon'ble Tribunal to take necessary action against the PP of "Urban Homes" also. It is further submitted that the Managing Director and Director of both M/s. Agarwal Associates Promoter Limited and Urban Homes Utilities Private Limited are common and Urban Homes Project is also managed and controlled by Respondent no.2/PP.

3. The averments made in para 3 is denied and disputed. The facts stated in the preliminary submission kindly

be read as part and parcel of the reply of present para and same is not repeated herein for the sake brevity.

4. The averments made in para 4 is denied and disputed. The facts stated in the preliminary submission be read as part and parcel of the reply of present para and same is not repeated herein for the sake brevity.
5. The averments made in para 5 is denied and disputed. The facts stated in the preliminary submission be read as part and parcel of the reply of present para and same is not repeated herein for the sake brevity.
6. The averments made in para 6 is denied and disputed. The facts stated in the preliminary submission be read as part and parcel of the reply of present para and same is not repeated herein for the sake brevity. It is further submitted the applicant has filed present application due to environmental damages by the respondent no.2/PP and Urban Homes.

7. The averments made in para 7 of the reply are matter of record and as such are not required to be dealt with by the applicant.
8. The averments made in para 8 is denied and disputed. It is submitted that the on the perusal of EC dated 31.10.2007 it is transpired that the said EC was obtained under the provision EIA notification 1994 not in terms of EIA notification 2006. The facts stated in the preliminary submission be read as part and parcel of the rejoinder of present para and same is not repeated herein for the sake brevity.
9. The averments made in para 9 is denied and disputed. It is submitted that as per EIA notification dated 2006 the EC dated 07.10.2013 cannot be considered as second EC. It is further submitted that the development work of the township was started in the year of 2007 itself. Hence the EC dated 07.10.2013 is ex-post facto in view of the law laid down by Hon'ble Supreme Court of India. The facts stated in the preliminary submission kindly be read as part and

parcel of the rejoinder of present para and same is not repeated herein for the sake brevity.

10. The averments made in para 8 is denied and disputed. The CTE obtained by the respondent no.2/PP on 28.01.2015 but in the present case the DPR and layout plan was approved in the year of 2007 and respondent no.2 /PP has entered into a development agreement with respondent no.3/ "GDA" on 07.05.2007 as per said agreement respondent no.2/PP has to start development work immediately. Therefore, it is mandatory for the respondent no.2/PP to obtained the CTE before starting the development work. It is relevant to mention here that the development work was started in the year of 2007 and constructions of building was started in the year of 2011 and thereafter, the respondent no. 2/PP has executed the sale deed in favour allottees and handover fully furnished flat possession to the allottee. Hence the present CTE date 28.01.2015 is an eye wash just to misrepresent before the Hon'ble Tribunal. the CTE

dated 28.01.2015 is ex-post facto as stated earlier. The submission made in the preliminary submission kindly be read as part and parcel of the rejoinder of present para and same is not repeated herein for the sake brevity.

11. The averments made in para 11 is denied and disputed. It is submitted that the EC dated 07.10.2013 was issued for development work on the township of 7,47,435.00 square meter and proposed built area 13,95,596.098 square meter. However, the EC dated 31.10.2007 was issued for development work on the township of 7,47,435.00 square meter and proposed built area 9,76,691 square meter. Further it is submitted that the PP shall submit approved plan with the proposal incorporating the conditions specified in the EC within 3 months. The respondent no.2/PP has failed to furnished any documents with regard to such changes in the proposed built area. It further submitted the any deliberate concealment or misleading information on the part of respondent

no.2/PP is ground for rejection and cancellation for EC. The submission made in the preliminary submission kindly be read as part and parcel of the rejoinder of present para and same is not repeated herein for the sake brevity.

12-13 The averments made in para 12-13 is denied and disputed. It is submitted that the CTO need to obtained before operational phase of construction but in the present case the PP started operational activities from the year 2015, so present CTO is invalid and ex-post facto in view of judgment passed by Hon'ble Apex Court. The submission made in the preliminary submission kindly be read as part and parcel of the rejoinder of present para and same is not repeated herein for the sake brevity.

14. The averments made in para 14 is denied and disputed. It is submitted that after completion the project in the year of 2023 itself, why the respondent no.2/PP got the 4(four) NOCs dated 24.05.2024 for extraction of ground water for infrastructure purpose

and EC dated 24.06.2024. The submission made in the preliminary submission kindly be read as part and parcel of the rejoinder of present para and same is not repeated herein for the sake brevity.

15-18 That the averments made in para 15 to 18 are denied and disputed for want of knowledge. However, it is submitted that the respondent no.2/PP and "Urban Home Project develop by M/s. Utility Estate Private Limited is owned, managed and controlled by the respondent no.2/PP itself. The submission made in the preliminary submission kindly be read as part and parcel of the rejoinder of present para and same is not repeated herein for the sake brevity.

19. That the averments made in para 19 are denied and disputed. It is submitted that the UPPCB/respondent no.4 has in its inspection report dated 18.03.2025 unable to find out the date of operation of STP and establishment because of the following reasons:

- a) During inspection of STP at site flow meter at inlet and outlet of STP were not found to be installed;
- b) Logbook for operational period has not submitted by respondent no.2/PP at the time of inspection;
- c) Record of compliance of conditions of consent under Air (Prevention and Control of Pollution) Act, 1981 and Water (Prevention and Control of Pollution) Act 1974 were not available in the UPPCB;

Further as per para no.4 of CTE dated 28.01.2015 the UPPCB has ensure the inspection of the STP before its operation, for which no record available in the office of the UPPCB;

As per Para no. 6 of CTE dated 28.01.2015 the purchase order of STP and work order of constructions of STP not available in the office of the UPPCB.

As per para no. 12 of CTO dated 30.09.2021 the records of quality monitoring, report of treated effluent from a certify approved laboratory under Environment Protection Act, 1986 were not available in the office of UPPCB.

The UPPCB department has issued CTO for operation of STP on 30.09.2021, whereas prior to issuance of CTO the operation of STP is not allowed in law.

The respondent no.2/PP has submitted only a testing report dated 14.05.2024 in support to the date of start of operation of STP with its reply.

It further submitted that as per para 1(b) and para 8 of CTE dated 28.01.2015 the PP has to establish as domestic effluent plant of capacity of 5550 KLD for treatment of 4641 KLD domestic inflows from a 1395593.098 square meter built up area. However, the respondent no.2/ PP has established a STP for domestic effluent of

capacity 2400 KLD only. This capacity is not as per CTE issued to PP and same has not disclosed by UPPCB in its report dated 18.03.2025.

The Respondent no.2/PP has failed disclose the alternative arrangement of treating the domestic effluent during the operation phase of township from 2015 to the date of operation STP 2024.

20. That the averments made in para 20 are denied and disputed. The said NOC issued for infrastructure purpose is wholly misconceives and wrong as the infrastructure activities have been already started in the year 2007 and to be completed within 5 years i.e. 2012 itself. Therefore, the present NOC obtained by the respondent no.2/PP on the basis of false information liable to be rejected as per clause no. 7 and 12 of the said NOC dated 24.05.2024. Further submissions made in preliminary submission kindly may be read as part and parcel of the rejoinder and same is not repeated herein for the sake of brevity.

21. That the averments made in para 21 are denied and disputed. It is submitted that urban home project is being owned, managed, control and run by the owner/management of the respondent no.2/PP, therefore, the respondent no.2 wholly responsible and liable for its wrong doing. The submissions made in preliminary submission may kindly be read as part and parcel of the rejoinder and same is not repeated herein for the sake of brevity.
  
22. That the averments made in para 22 are denied and disputed. It is submitted that the all the alleged sanctions and permission relied by respondent no.2/PP have been obtained by misrepresentation, misleading fact and concocted information. It is further submitted that impugned permissions and sanctions are even otherwise invalid /ex-post facto in view of the law laid down by Hon'ble Supreme Court. The submissions made in preliminary submission may kindly be read as part and parcel of the rejoinder and same is not repeated herein for the sake of brevity.

23 to 39 That the averments made in para 23 to 39 are denied and disputed. The averments made in the para under rejoinder are repetition and same have been replied in details in earlier paras, hence need no specific reply again. The submissions made in preliminary submission may kindly be read as part and parcel of the rejoinder and same is not repeated herein for the sake of brevity.

40. That the averments made in para 40 are denied and disputed. It is submitted that The Uttar Pradesh Protection of Trees Act, 1976 requires permission for felling and removing or cutting trees under section 5 of the Act, in present case the DPR/layout plan of integrated township having area 185 acres was approved by the respondent no.3 "GDA" under UP Housing Policy and as per said policy the respondent no.2/PP and its members have purchased 125 acres of land from individual farmers on his own till 2010 and made proposal to respondent no.3 "GDA" for balance 60 acres land which have been forwarded from GDA to

Acquisition office- DM office. Consequently, a public notice u/s. 4 (i) of LAA 1894 dated 02.11.2010 was published. Acquisition officer has appointed AAMIN commission for getting survey of properties on the land of under acquisition on 04.11.2010. As per report submitted by the AAMIN commission there were 52 live standing green trees on land of different Khasras. So the respondent no.2/PP submission that it has not engaged in any felling or cutting of trees during the development of the project is wrong and misleading. It can assume on the basis of the report that there were more than 500 live standing greens trees at the time of starting the development work. It is matter of independent enquiry that whether presently these green trees are standing in the same khasra or not. In case these trees are not found in that case the same have been unauthorised fell down by the respondent no.2/PP. The submissions made in preliminary submission may kindly be read as part and parcel of the rejoinder and same is not repeated herein for the sake of brevity.

41-44 That the averments made in para 41-44 are denied and disputed. The averments made in the paras under rejoinder are repetition and same have been replied in details in earlier paras, hence need no specific reply again. The submissions made in preliminary submission may kindly be read as part and parcel of the rejoinder and same is not repeated herein for the sake of brevity.

45-46. That the averments made in para 45-46 are wrong, denied and disputed. It is submitted that mere bare submission without any supporting documents are not admissible and respondent no.2/PP put to strict proof of the same. It is further submitted that respondent no.2/PP has not complied even minor environment norms so what to say about the rain harvesting system.

47 to 98 That the averments made in para 47 to 98 are wrong, denied and disputed. The contents of respective

para of the application are reiterate and reconfirm. The submissions made in preliminary submission and foregoing paras be read as part and parcel of the rejoinder to paras under reply and same is not repeated herein for the sake of brevity.

In view of the facts and circumstances of the case, and the submissions made hereinabove, it is respectfully prayed that this Hon'ble Tribunal may pleased to:

- a) Allow the present application of the applicant;
- b) Issue notice to M/s. Utility Estate Private Limited PP of Urban Home for violence of environmental laws;
- c) To constitute and appoint the independent joint committee to ascertain the environmental damages cause by respondent no.2/PP while executing the development and constructions work in the township;

- d) Pass any further order or direction that this Hon'ble Tribunal may deem fit, just and proper as per facts and circumstances in the interest of environment



APPLICANT

Through



AMARNATH & BRAJESH KUMAR JHA  
Counsels for Applicant  
Bungalow No. 8-B, LGF,  
Jangpura - B, Main Mathura Road  
NEW DELHI - 110014

Place:

Date:

BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 1343 OF 2024  
(Under Section 18(1) read with Sections 14, 15 & 17 of  
National Green Tribunal Act 2010)

**IN THE MATTER OF**

Harish Yadav

...Applicant

VERSUS

State of Uttar Pradesh & Others

...Respondents

**NDOH : 01.07.2025**

**AFFIDAVIT**

I, Harish Yadav, S/o Shri Jagat Yadav, R/o 767, Shahpur,  
Bamheta, Dasna, Ghaziabad – 201002, Uttar Pradesh, do  
hereby solemnly affirm and declare as under:

1. That I am the Applicant in the above noted case and  
am well conversant with the facts and circumstances  
of the case, as such am authorised and competent to  
swear this affidavit.



24 JUN 2025

2. That I have read the contents of the accompanying rejoinder be read as part of this affidavit as the same are not being repeated herein for the sake of brevity.
3. That no part of it is false and nothing material has been concealed therein.

हरीश

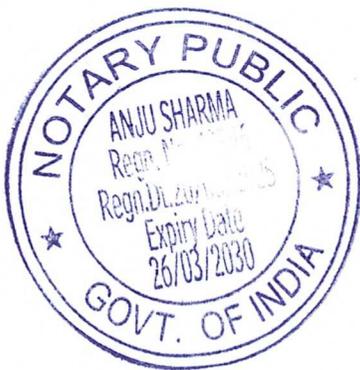
DEPONENT

**VERIFICATION :**

Verified at Delhi on \_\_\_\_\_ of June, 2025 that the content of the affidavit is true and correct to the best of my knowledge and belief and no part of it is false and nothing material has been concealed for the sake of brevity.

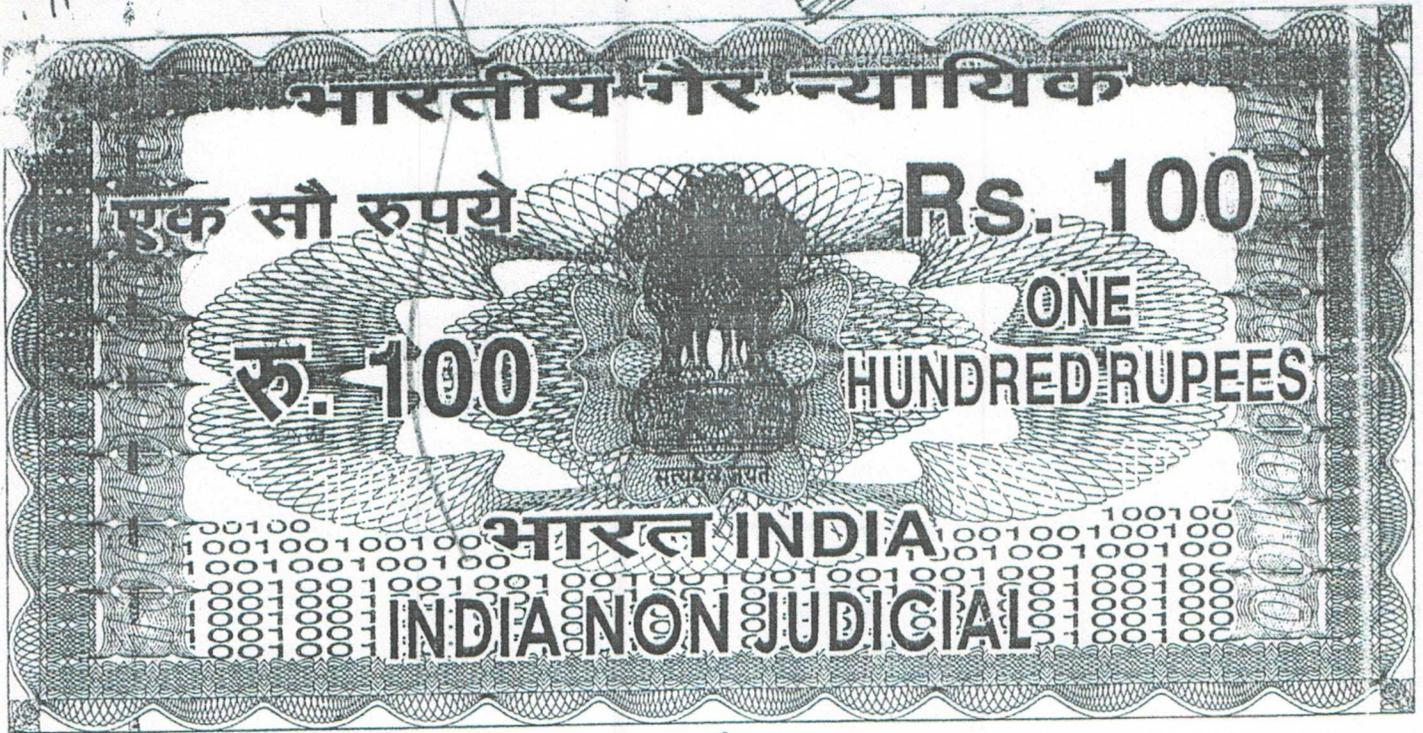
हरीश

DEPONENT



ATTESTED  
Anju Sharma  
NOTARY PUBLIC  
DELHI (INDIA)

24 JUN 2025



दिल्ली DELHI

Agarwal

C 616038

**DEVELOPMENT AGREEMENT**  
(Development License Model)

7-5-2007

This agreement is made on this 07<sup>th</sup> day of <sup>May</sup> ~~April~~ Two Thousand and Seven between Ghaziabad Development Authority designated by the Government of Uttar Pradesh through its Vice Chairman/ Authorised Signatory Shri... R.C. MISHRA (hereinafter called the "GOVERNMENT AGENCY" which expression shall unless repugnant to the meaning or context thereof include his / her, their heirs, executors, administrators and successors of the ONE PART.

AND

M/s Agarwal Associates Consortium a Registered Developer, Consortium of Companies, having its Registered office at 10, New Rajdhani Enclave, Vikas Marg, Delhi - 110 092 through its Authorised Signatory Smt. Uma Agarwal (hereinafter called the "LICENSEE" which expression shall unless the context does not so admit include its heirs, executors, administrators and successors of the OTHER PART.

WHEREAS the State Housing Policy defines the role of Government of Uttar Pradesh as a Facilitator in place of a "Provider" and lays a major thrust on simplification of procedures and removal of constraints being faced by the private sector in housing activities.

AND WHEREAS keeping in view the limited capacity of Government Housing Agencies and their financial constraints, the Government of Uttar Pradesh has declared a policy vide G.O. No. 2711/Aath-01-05-34 Vividh/2003, dated 21<sup>st</sup> May, 2005 as amended vide G.O. No. 2236/Aath-1-06-45/Vividh/2006 dated 24/04/2006 to promote private investment for creation of new housing stock so as to ensure supply of plots and houses for various sections of the society and for this purpose the Government of Uttar Pradesh has decided to grant license to private developers to buy/assemble land for development and sub-division into plots of different sizes as per the layout plan for sale or lease, for construction of buildings thereon or erecting building on these plots and for selling out such plots/houses/flats. For Agarwal Associates (Promoters) Ltd.

*[Signature]*  
Secretary

Ghaziabad Development Authority

*[Signature]*  
Auth. Sign./Director

Contd.....2

AND WHEREAS the LICENSEE is registered under category 'A' in Ghaziabad Development Authority GOVERNMENT AGENCY as per the provisions of G.O. No. 3812/Aath-01-05-34 vividh/ 03, dated 3.8.2005 as amended vide G.O. No. 5873/Aath-1-05-34 Vividh/03 TC-1 dated 29.12.2005 for assembly and development of land and has paid registration fee amounting to Rs.5,00,000/- and thereafter, has been granted license on payment of license fee amounting to Rs.76.00 lacs paid vide Pay Order No. 356014 dated 24.03.2006 drawn on Indian Overseas Bank for purchase / assembly of 185 acres of land.

AND WHEREAS the LICENSEE is the exclusive owner of the land located at Shahpur, Bamheta, Ghaziabad as mentioned in Annexure- 1 hereto which has been purchased from different Kathedars / Land Owners free from all encumbrances and in possession of LICENSEE for the purposes of developing a colony which is within the Development Area of Ghaziabad town and the provision of Uttar Pradesh Urban Planning and Development Act, 1973 (herein after referred to as "Act") as amended from time to time are applicable thereon which binding between the parties hereto and the LICENSEE shall protect the interests of the land - owners while purchasing land directly from them.

✓ AND WHEREAS the land owned by LICENSEE is not less than 60% of total land proposed to be assembled and there are certain other pockets (not more than 40% of the project area) which are not yet owned possessed by the LICENSEE and despite of his best efforts, he is not able to buy assemble the remaining land;

✓ AND WHEREAS the LICENSEE has requested for acquisition of the same to the GOVERNMENT AGENCY and has expressed its consent to:

✓ AND WHEREAS the GOVERNMENT AGENCY has assured the LICENSEE that it will acquire the land under Land Acquisition Act, 1894 and will hand over / transfer as free hold to the LICENSEE for the purpose of development of a colony as provided hereinafter, deposit the acquisition cost and the administrative charges with the GOVERNMENT AGENCY and be responsible for the payment of stamp duty, additional compensation, if any, as decided by the Court and any other payment arising out of any dispute, whatsoever.

AND WHEREAS the LICENSEE shall submit either certified copies of Title Deeds / Sub Deeds or attested copies of Title Deeds / Sub- Deeds duly attested by Gazetted Officer or a Notary, within the original of the same, for verification to the GOVERNMENT AGENCY the original whereof shall be returned to the LICENSEE after verification by the GOVERNMENT AGENCY.

AND WHEREAS, in case any land specified herein falls within any Gram Samaj or LMC (Land Management Committee), land under management of the Local Authority, the Government Agency will request the Government of Uttar Pradesh to resume the concerned land and transfer the same to the LICENSEE per relevant laws and rules and the LICENSEE shall bear the cost of land and stamp duty and other charges incurred on resumption and transfer of such land.

AND WHEREAS, freehold land shall be transferred to LICENSEE by the GOVERNMENT AGENCY.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1.	Definitions	Unless the context otherwise requires the following terms shall have the meanings assigned herein when used in this Agreement
		(a) "Agreement" means the Agreement for Development.

For Agatwal Associates (Promoters Ltd)

Contd.....3

  
Secretary

Auth. Sign./Director

Ghaziabad Development Authority

		(b) "Act" means Uttar Pradesh Urban Planning and Development Act, 1973 in case of Development Authority and Uttar Pradesh Housing and Development Board Act, 1965 in case of Uttar Pradesh Housing and Development Board as the case may be.
		(c) "GOVERNMENT AGENCIES" means constituted under Uttar Pradesh Housing & Development Board constituted under Uttar Pradesh Housing and Development Board Act, 1965 or any other agency designated by the Government of Uttar Pradesh.
		(d) "DPR" means the Detailed Project Report prepared as per the Master Plan guidelines and prevailing Building By-laws and includes layout plan, land-use plan, infrastructure plan and specifications of services, implementation schedule for completion of the project in 5 years, project financing, property management and operation and maintenance details et-cetra.
		(e) Government means Government of Uttar Pradesh.
2.	<b>Submission and Approval of DPR</b>	(i) The LICENSEE shall prepare the Detailed Project Report (DPR) after purchase / assembly of total land and the same shall be submitted to the GOVERNMENT AGENCY after 90 days from the date of such purchase / assembly of total land. (ii) The GOVERNMENT AGENCY shall approve the DPR within 30 days of its submission.
3.	<b>Project Execution</b>	The LICENSEE shall adhere to the following provisions for planned and time bound execution of the project:
(i)	<b>Start of Work</b>	(i) The LICENSEE shall commence the development work immediately. The date of start of work for this project shall be treated as the date of approval of DPR by GOVERNMENT AGENCY. (ii) The Licensee shall carry out the internal and external development works as per the approved DPR at his own expense.
(ii)	<b>Progress Schedule</b>	The LICENSEE shall adhere to the 'Progress Schedule' of internal and external development works as given in the DPR and shall complete all the development works in respect of the said scheme within a period of five years from the date of start of work for this project.
(iii)	<b>Specifications,</b>	(i) The Development and construction works shall be in accordance with the following specifications, standards and designs:
	<b>Standards and Design</b>	(a) For Buildings, road and other miscellaneous construction works UPPWD / CPWD
		(b) For water supply and Sewerage works UP Jal Nigam
		(c) For electrification works UP Power Corporation Ltd
(iv)	<b>Earthquake Resistant Provision</b>	(i) The LICENSEE shall adhere to the Government Policies and the relevant BIS/IS codes, guidelines and practices relating to Earthquake Resistant Construction in the Development and Construction Works.

For Agawal Associates (Promoters Ltd)

Auth. Sign./Director

Contd.....4

*[Signature]*  
Secretary  
Ghaziabad Development Authority  
Ghaziabad

		(ii) The LICENSEE shall produce a certificate regarding earthquake resistant execution of development works duly signed by the Structural Engineer, Supervisory Site Engineer and Licensed Architect having prescribed qualification and experience as per the Government orders.
(v)	<b>Development and Quality Control</b>	(i) The LICENSEE shall carryout the development works in accordance with the approved DPR. The execution completion and certification of each development work or the project shall be carried out by a mutually agreed licensed Architect and Authorised Engineer.
(vi)	<b>City Development and Connectivity Charges</b>	The LICENSEE shall pay the prescribed city development charges to the GOVERNMENT AGENCY for city level special infrastructure projects. Besides, connectivity to trunk services such as road, drainage, water supply, sewerage, et-cetra will be extended on payment of actual proportionate cost to the GOVERNMENT AGENCY.
4.	<b>Project Extension</b>	If the LICENSEE fails to complete development works within stipulated time-schedule, then time extension shall be accorded as per prevailing rules by the GOVERNMENT AGENCY.
5.	<b>Provision of EWS and LIG Houses / Plot</b>	(i) The LICENSEE shall construct and sell 10% of the total houses/ plots for economically weaker section (EWS) and another 10% houses / plots for the Lower Income Group (LIG) beneficiaries as per the norms and cost ceiling prescribed by the GOVERNMENT AGENCY. Thus, the LIENCESEEE shall ensure sale of 20% houses / plots for EWS and LIG beneficiaries within the project.
6.	<b>Rehabilitation of Displaced Persons</b>	The LICENSEE shall make provision in accordance with the Rehabilitation Policy / Government Orders for rehabilitation (in case of request) of families belonging to the land owners / farmers displaced due to acquisition of land.
7.	<b>Extension of Services to Village Abadis</b>	The LICENSEE shall incorporate the village Abadies falling within the project area and extend basic infrastructure services to such Abadies.
8.	<b>Transfer of Land under Public Utility</b>	The LICENSEE shall reserve land for Police Station, Fire Station, Dust-bin, Sewage Treatment Plant and Electric sub-station as per the prescribed planning norms and make such land available free of cost to the GOVERNMENT AGENCY. Besides, the LICENSEE shall also make land available for other community facilities such as Post Office, Telephone Exchange, Government Primary School, Primary Health Center, et-cetra as per the prevailing Government Policy.
9.	<b>Electrical Services</b>	The Uttar Pradesh Power Corporation Limited will sanction power connection and requisite loan on priority basis and in a time-bound manner to the LICENSEE. The Uttar Pradesh Power Corporation Limited will also grant permission to the LICENSEE to carry our electrification works in accordance with the prescribed norms on payment of supervision charges.
10.	<b>Maintenance of Services</b>	The LICENSEE shall maintain the services till they are transferred to the Local Body for Maintenance and the LICENSEE shall be entitled to collect maintenance expenditure from the allottees for this purpose.

For Agastwal Associates (Promoters Ltd,



Secretary

Ghaziabad Development Authority  
Ghaziabad



Auth. Sign./Director

Contd.....5

11.	<b>Completion certificate and handing over of services</b>	(i) The LICENSEE shall complete the development works within approved project period. It shall be compulsory for the LICENSEE to obtain a completion certificate regarding internal development works from the GOVERNMENT AGENCY in accordance with the Building Bye-Laws.
		(ii) The LICENSEE shall obtain a certificate regarding satisfactory completion of electric works from the Chief Electrical Inspector Government of Uttar Pradesh and furnish the same to GOVERNMENT AGENCY at his own expense.
12.	<b>Performance Deed</b>	The LICENSEE shall mortgage 25% of the total land of the project in favour of GOVERNMENT AGENCY Ghaziabad Development Authority (Surety Bond - cum - Mortgage Deed enclosed) or equivalent to the 25% of land cost so as to compensate any dues pending against land acquisition or development works. The LICENSEE shall have rights to carryout the development works on such mortgaged land but can not sell plots / flats / houses and other properties built on such land in favour of LICENSEE in proportion to successful completion of various services to the functional stage and clear all dues payable to the GOVERNMENT AGENCY.
13.	<b>Marketing of Properties</b>	The LICENSEE shall be responsible for the sale of plots / flats / houses and other properties. The LICENSEE or the transferee of plots / flats/ houses and other properties shall bear the Stamp Duty as per provisions of Indian Stamp Act 1899 and the Notifications issued thereto.
14.	<b>Restriction on sub-letting.</b>	The LICENSEE shall not assign / transfer the said development permission or any permission to any other person or other benefit of this Agreement.
15.	<b>Regulations and Directions under the Act</b>	That without prejudice to anything contained in this Agreement, all the mandatory provisions of the Master Plan, Zoning Regulation, Building Bye-laws and other Regulations and Directions for the time-being in force, shall be binding on the LICENSEE.
16.	<b>Compliance with Labour and other relevant laws</b>	(i) During continuance of this Agreement, the LICENSEE shall abide at all times by all existing labour enactment and rules made thereunder, regulations, notifications and bye-laws of the State or Central Govt. or Local Authority and any other Labor laws (including rules), regulations, bye-laws that may be passed or notified or that may be issued under any labour law in future either by the State or Central Government or by Local Authority.
		(ii) During continuance of this Agreement, the LICENSEE shall abide at all times by all laws relating to development and other construction works.
17.	<b>Conciliation and Arbitration</b>	That in the event of any dispute with regard to terms and conditions of this Agreement the same shall be referred to the decision of sole Arbitrator to be appointed in writing by the GOVERNMENT AGENCY and the LICENSEE or if they can not agree upon sole Arbitrator to the decision of three persons as Arbitrators. one to be appointed by each party and they shall appoint the third Arbitrator who shall act as the presiding Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 shall apply.

For Agatwal Associates (Promoters Ltd.)

Contd.....6

  
 Secretary  
 Ghaziabad Development Authority  
 Ghaziabad

  
 Authorisation/Director

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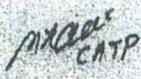
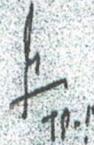
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18.	Litigation	In case of any litigation pertaining to the acquisition maintenance, or the rights of the any individual or individual allottee, the GOVERNMENT AGENCY will not be liable and therefore, shall not be arraigned as a party. In other words, any cause of action emanating from any transaction between an individual / or group of individuals and the LICENSEE in the said land, will lie in the area of responsibility of the LICENSEE. GOVERNMENT AGENCY shall not be liable to any individual / or group of individuals regarding to property acquired or developed by the LICENSEE.
		Allotment of all such houses / plots for the above categories shall be made through a committee constituted by the Government of Uttar Pradesh under the Chairmanship of the District Magistrate / Vice Chairman of the Development Authority.
19.	Force Majeure	(i) If at any time during the continuance of this Agreement, the performance in whole or in part by either party of any obligation under this Agreement shall be prevented or delayed by reason of any war, or riot or natural calamities, the LICENSEE within 7 days of occurrence and cessation of each Force Majeure conditions shall intimate the first party by a registered letter, the beginning and end of the above causes of delay.
		(ii) The LICENSEE shall not claim extension of time mentioned in the proceeding paragraphs beyond the period affected by the Force Majeure.
20.	Communication	That any notice, letter or communication to be given by one party to the other shall be in writing in Hindi or English language through registered post with due acknowledgement. In addition, such communication shall also be transmitted by fax.
21.	Jurisdiction	For deciding all the matters concerning the work in question, jurisdiction would be exclusively to the local Courts or Allahabad / Lucknow High Court.

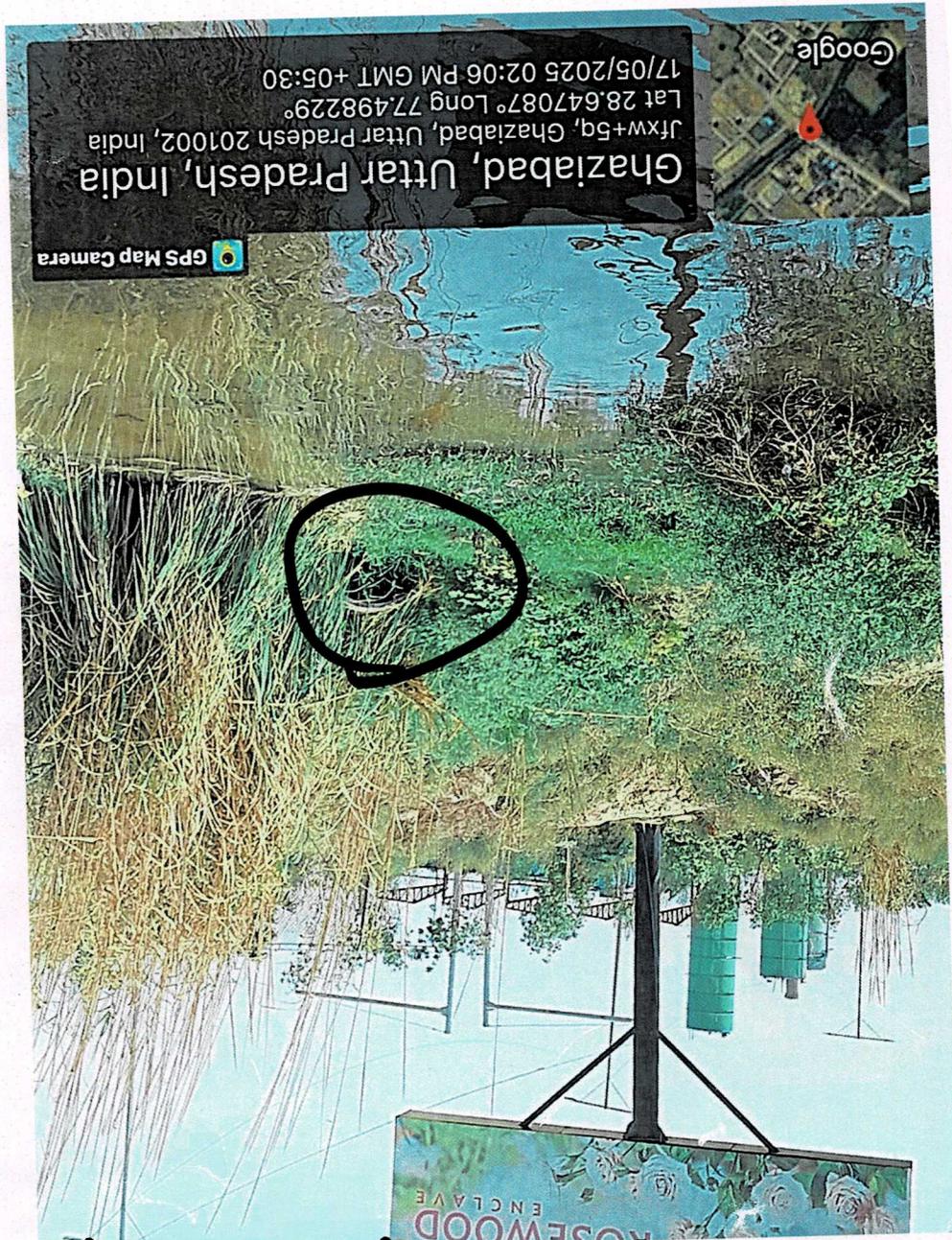
IN WITNESS WHEREOF Smt. Uma Agarwal for and on behalf of the LICENSEE and Shri... R. C. MISHRA ..... for and on behalf of GOVERNMENT AGENCY have signed this deed on the date year mentioned above. This Agreement consists of .....pages including annexures.

  
 SIGNATURE OF AUTHORISED  
 Secretary  
 SIGNATORY Ghazisbad Development Authority  
 Ghaziabad  
 ON BEHALF OF .....  
 (DEVELOPMENT AUTHORITY)

  
 SIGNATURE OF AUTHORISED  
 For Approval / Signature of Promoters Ltd  
 SIGNATORY .....  
 ON BEHALF OF .....  
 (LICENSEE)

WITNESSES:  
  
 CATP  
  
 TP.!!

WITNESSES  
  
 ① S. C. Ahuja 5/0dall & K. L. Ahuja  
 No 1/16 A DAKEL ROAD  
 VISHWAS NAGAR, SHAHAN DALL  
 ② P. S. Chaudhary of Late Mr. Nalwar  
 No 9/4924-A East end Ashwini  
 De. 11-11-2021



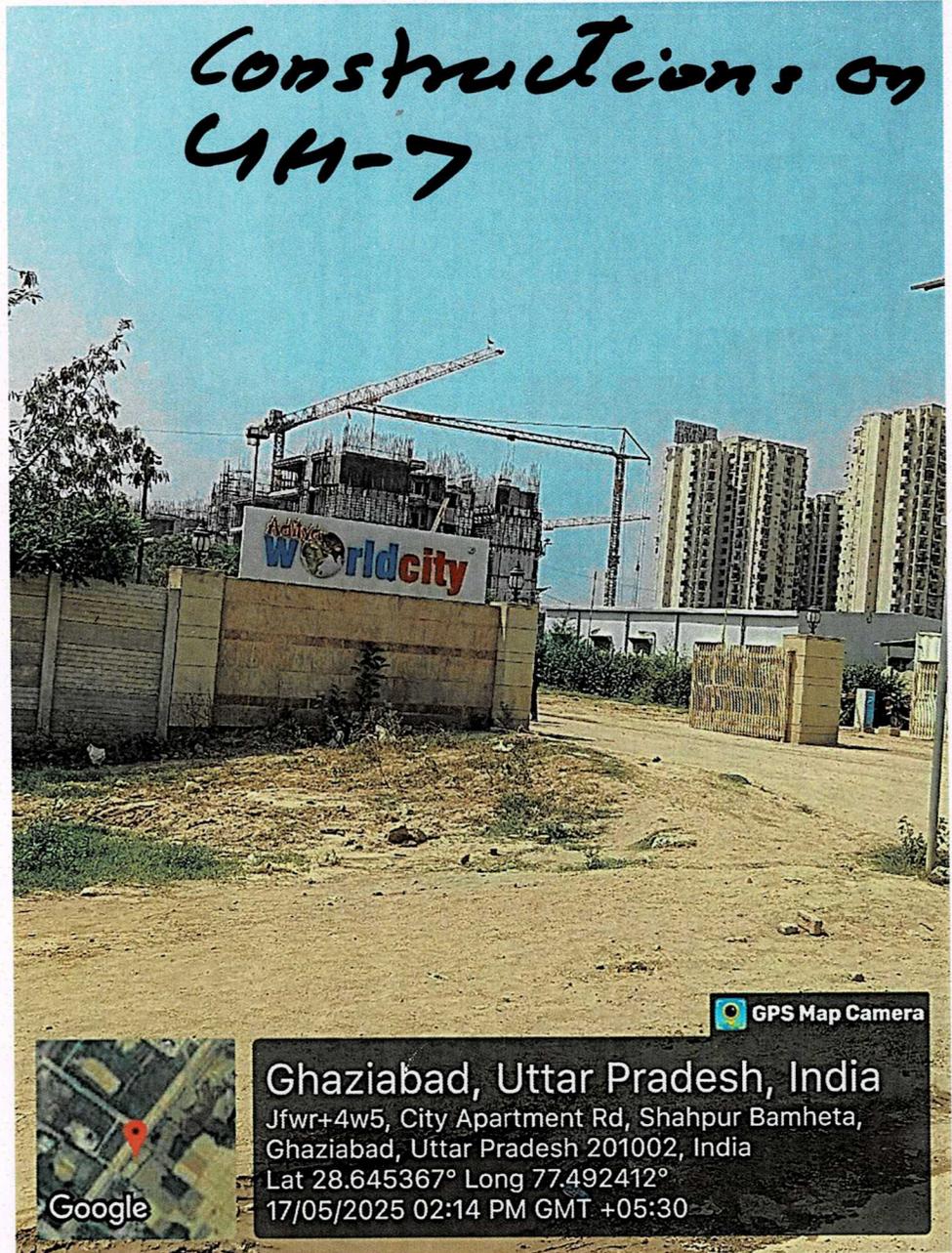
Drain pipe 4 feet

(47)

ANNEXURE A-2

48

# Constructions on UH-7



GPS Map Camera



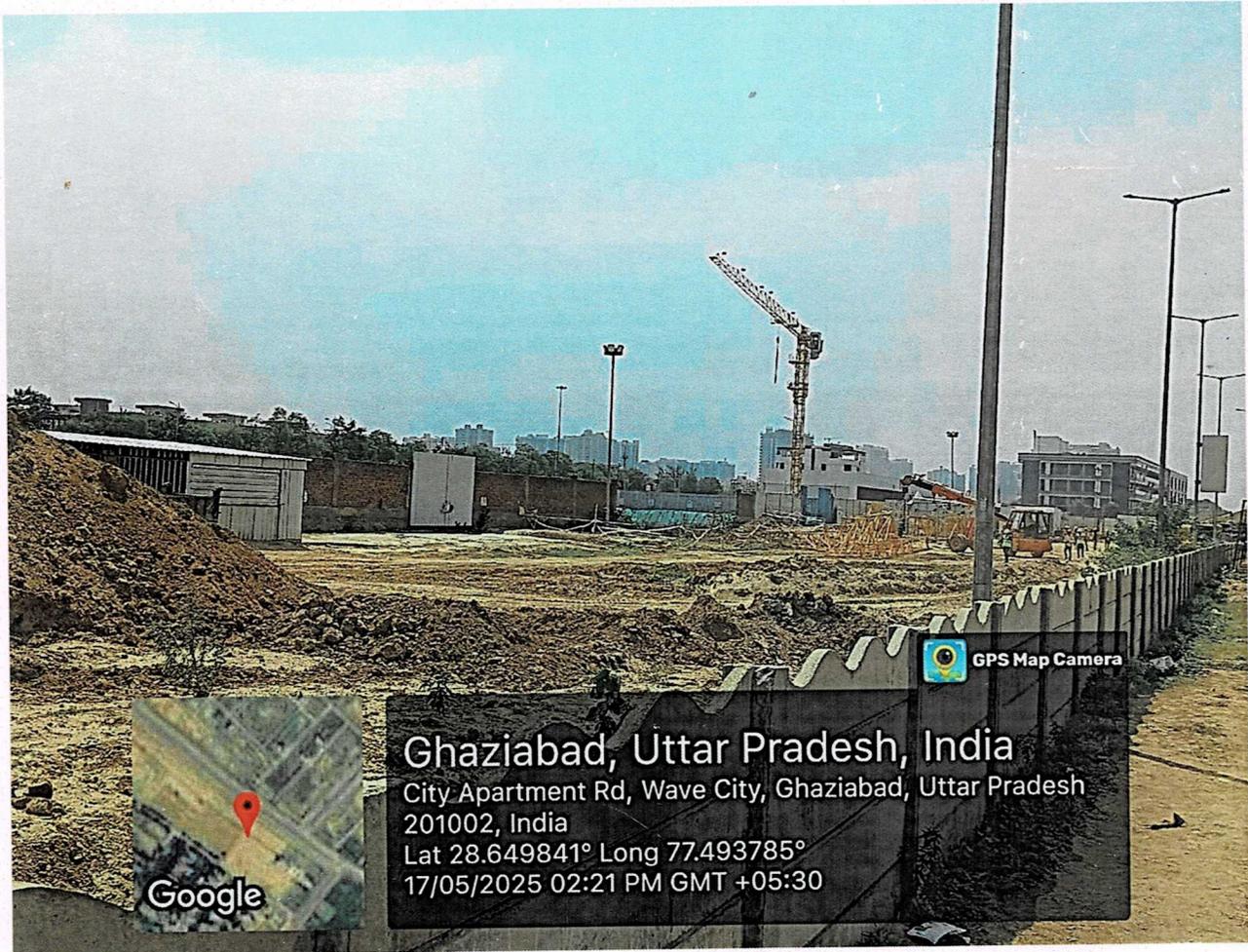
Ghaziabad, Uttar Pradesh, India

Jfwr+4w5, City Apartment Rd, Shahpur Bamheta,  
Ghaziabad, Uttar Pradesh 201002, India

Lat 28.645367° Long 77.492412°

17/05/2025 02:14 PM GMT +05:30

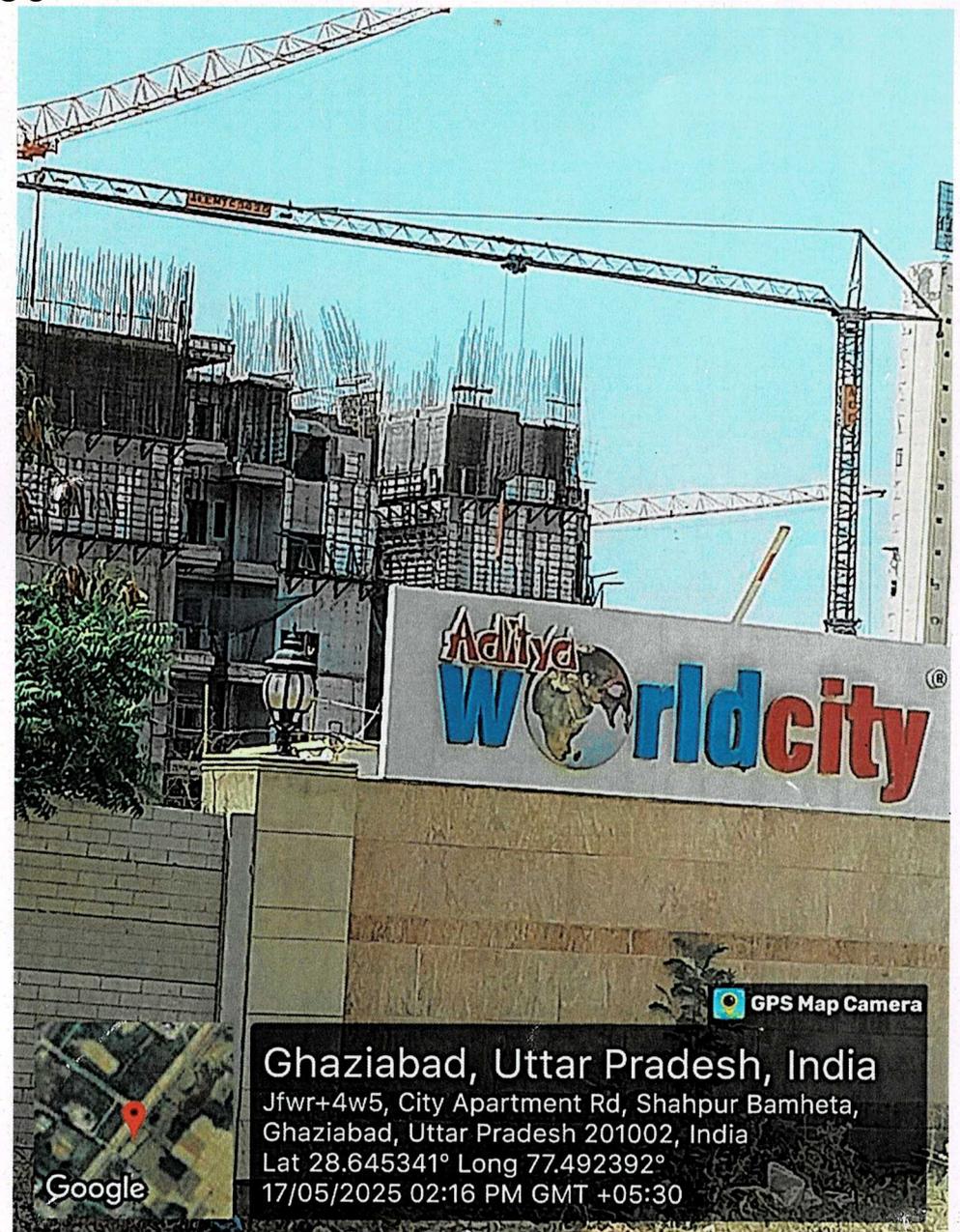
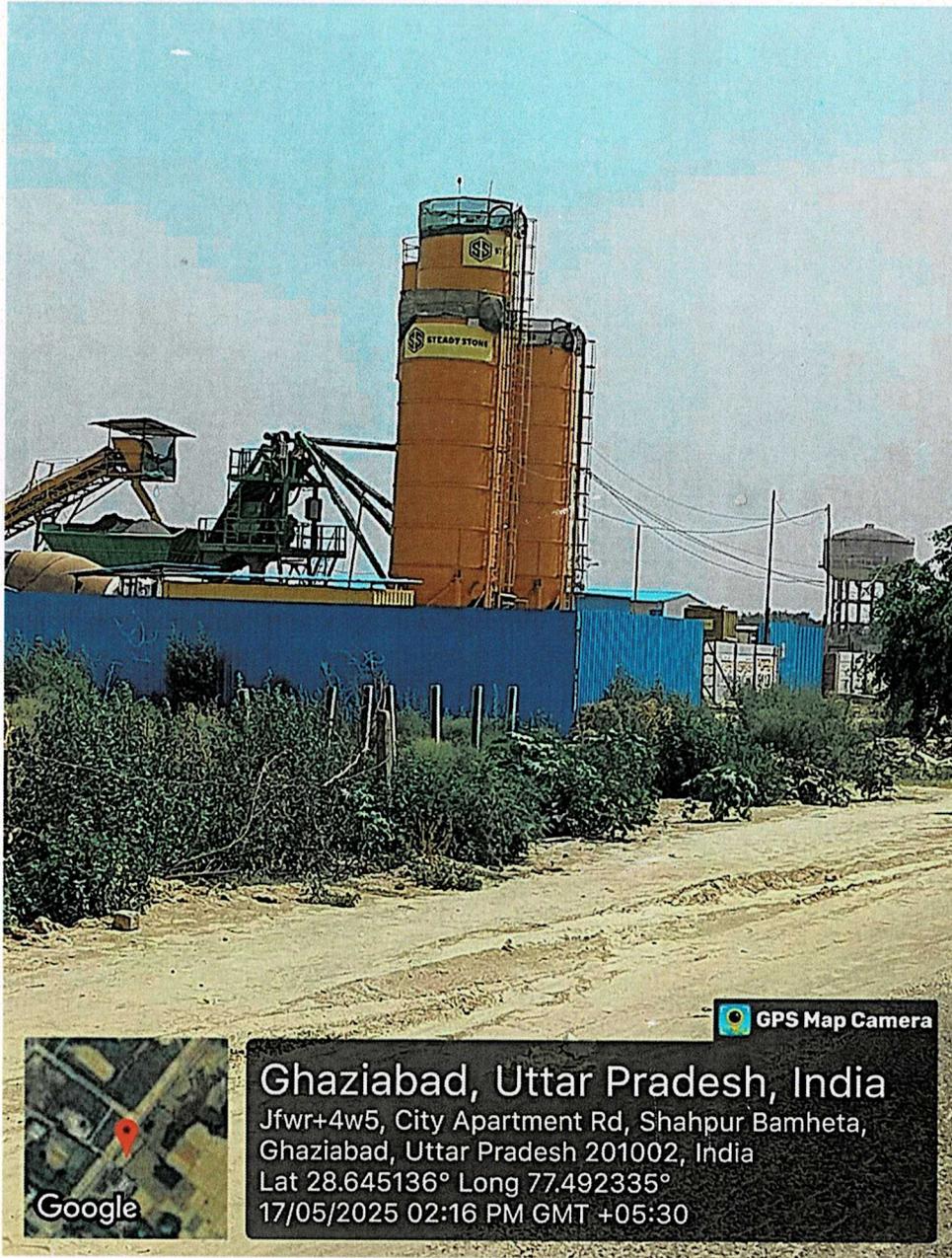
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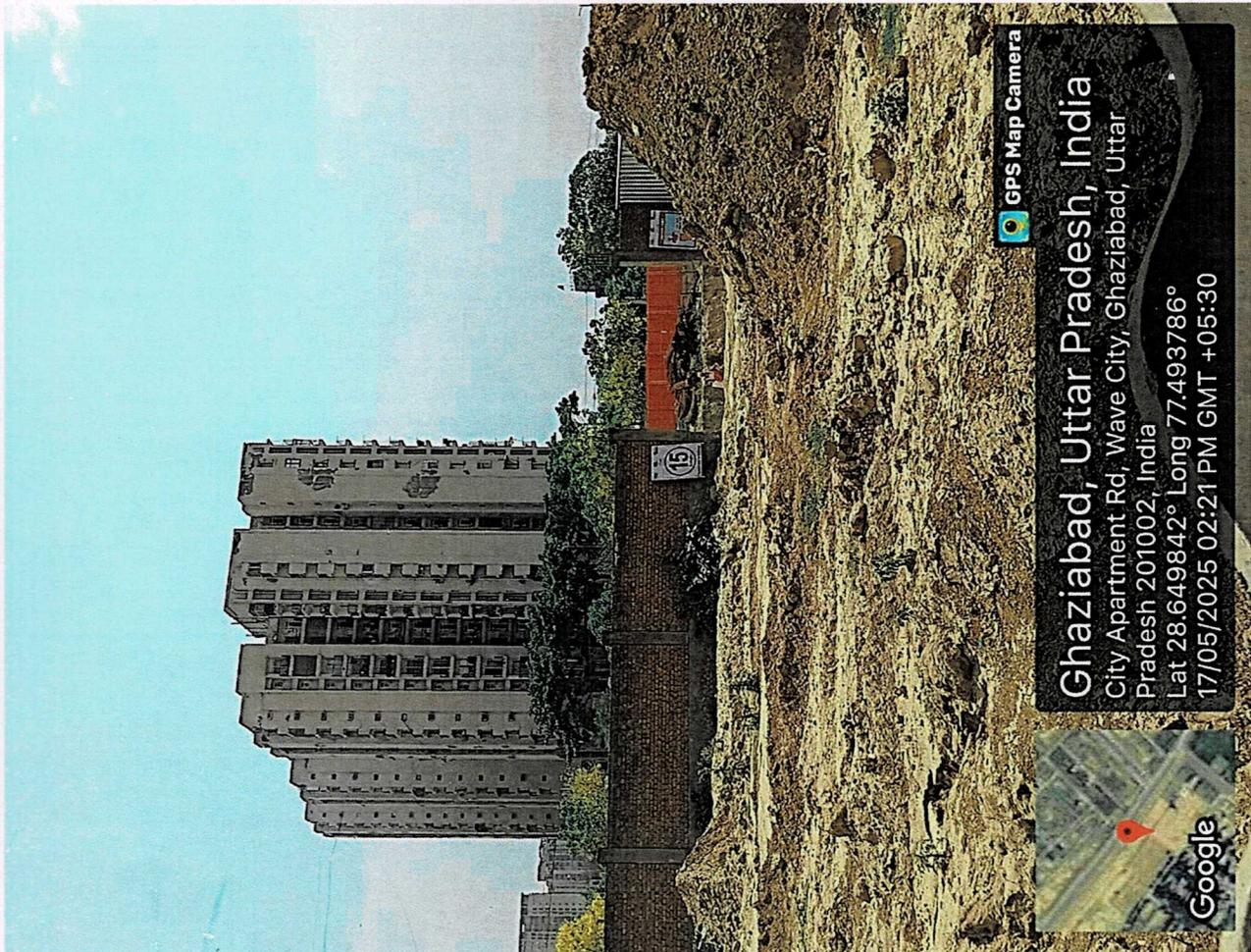
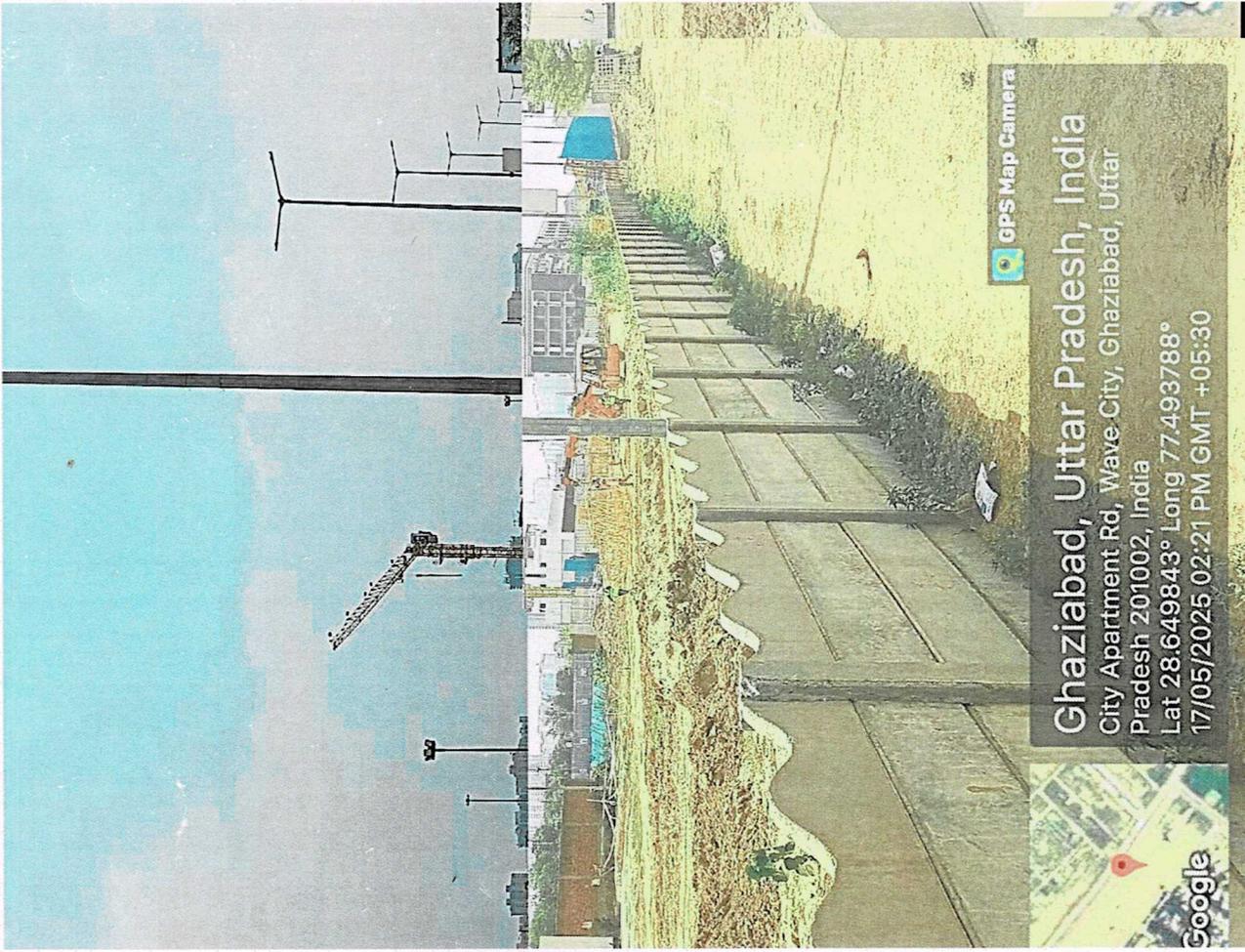
GPS Map Camera



Ghaziabad, Uttar Pradesh, India  
City Apartment Rd, Wave City, Ghaziabad, Uttar Pradesh  
201002, India  
Lat 28.649841° Long 77.493785°  
17/05/2025 02:21 PM GMT +05:30



50



To,

The Public Information Officer,

Ghaziabad Development Authority, Ghaziabad

Subject: Seeking information under RTI Act 2005 for integrated township Aditya World City situated at Shahpur Bamaheta, Ghaziabad

Dear Sir,

1. Kindly confirm the FAR and population density applicable then as per by laws approved in DPR/layout plan by GDA for development of the township area.
2. Certified copy of board meeting of GDA if revised layout plan of the township dated 26/05/2011 and 16/04/2014 has been approved by the board of GDA.
3. A postal order dated 09/05/2025 no. 71F 282177 of Rs 10/- being fee for the information. I also insure to deposit additional amount for photocopies if required from authority.

Yours Sincerely,

हरीश

Harish Yadav

9968 986855

Harish y/o Jagat Singh

Vill- Suchana Bamheta 767

Ghaziabad 201002

ग़ाज़िआबाद विकास प्राधिकरण  
सूचना अधिकार के अन्तर्गत  
पत्र प्राप्ति कर्मचारी का नाम.....  
कर्मचारी के हस्ताक्षर.....  
पत्र प्राप्ति दिनांक..... 29/05/25

To,

**The Public Information Officer  
Ghaziabad Development Authority,  
Master Plan Zone 5**

Sub. : **Seeking information under RTI Act 2005 of  
integrated township Aditya World City situated at  
Village Shapur Bamheta Ghaziabad.**

Dear Sir,

Please given following information's in subject matter.

1. Certified copy of DPR/ Layout plan approved by the GDA in 2007 for the development of the Integrated township with the letter of terms & conditions.
2. Certified copy of revised layout plan of township approved by the GDA in 2011 with the letter of terms & conditions issued by GDA.
3. Certified copy of revised layout plan of township approved by GDA in 2014 with the letter of terms & conditions issued by GDA.
4. Certified copy of any extension if given to developer for completion period of 5 years to develop the township since its approval of DPR/ Layout Plan 2007.
5. Certified copy of completion certificate issued by GDA to the township.
6. Certified copies of construction maps approved & issued by GDA of construction of group houses on group housing plots of township GH1 to GH7 & Copies of occupancies certificates.
7. Certified copies of constructions maps approved by GDA for construction of independent floors In the township area on developed plots.
8. Certified copies of construction maps approved by GDA for construction of schools commercial complexes & other social utilities construction in the township.

A. postal order dated 09.05.2025 No. 71F 282176 Rs. 10/- payable at Navyug Market Ghaziabad being Fee Amount enclosed herewith Additional expenses for photocopies to be paid by me on your demand.

हरीश

Yours Sincerely

(Harish Yadav)

गाजियाबाद विकास प्राधिकरण  
जनसूचना अधिकार के अन्तर्गत  
पत्र प्राप्ति कर्मचारी का नाम.....  
कर्मचारी के हस्ताक्षर.....  
पत्र प्राप्ति दिनांक..... 13/05/25

१२  
संवा.म

(54)

शीतान जन सूचना अधिकारी  
गाजियाबाद विकास प्राधिकरण  
गाजियाबाद 30 90

विषय:- सूचना का अधिकार अधिनियम 2005 के अन्तर्गत सूचना प्राप्त करने हेतु.-

मान्यवर भेदक

श्रुतया सूचना का अधिकार अधिनियम के तहत गाजियाबाद विकास क्षेत्र में गाजियाबाद विकास प्राधिकरण द्वारा अनुमोदित इन्टीग्रेटिड 213नशीप ठाणवालय हुसैसिपुदर पुमोरस लि. (अल्पकालित वर्डसीस) स्थित ग्राम शाहपुर बम्हेरा गाजियाबाद के अनुमोदित तलफत भान चिन दिनांक 25-5-2011 के पश्चात प्राधिकरण ने 213नशीप के अनेक सामूहिक कावासीय परबण्डे तथा पुरल कावासीय परबण्डे पर निर्माण हेतु विकासकर्ता को मान चिणो का अनुमोदन किया है। श्रुतया निर्माण हेतु विकासकर्ता को जारी मानचिणो निर्माणो के पूंति प्रमाण पत्रो तथा अद्यतनो हेतु जारी प्रमाण पत्रो की स्थापित छाया प्रतिचो देने की श्रुतया करे।

(सूचना शुल्क रु. 10/- का पोस्टल आर्डर नं. 648-17041  
श्री सुगतान गवयुग मॉकेर गाजियाबाद प्राणी छाया प्रतिचो  
को सुगतान काला से कर दें।।)

जन सम्पर्क कार्यालय  
गाजियाबाद विकास प्राधिकरण  
एच प्रसन्न का नि.

07/05/2025

प्राणी दरीश  
दरीश शाहपुर को गजियाबाद  
को. लाल पुला  
ग्राम - शाहपुर बम्हेरा  
गाजियाबाद

ANNEX-835 E-A-4

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04/04/25

पं जीतकुमार एडवोकेट

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रजि० नं० UP3363/98, एड० कोड-582  
सी० नं० पी नं०-98665/18, चै० नं० 172  
सिदि न कोर्ट, गाजियाबाद, याजियाबाद  
मो० नं०-9810078152

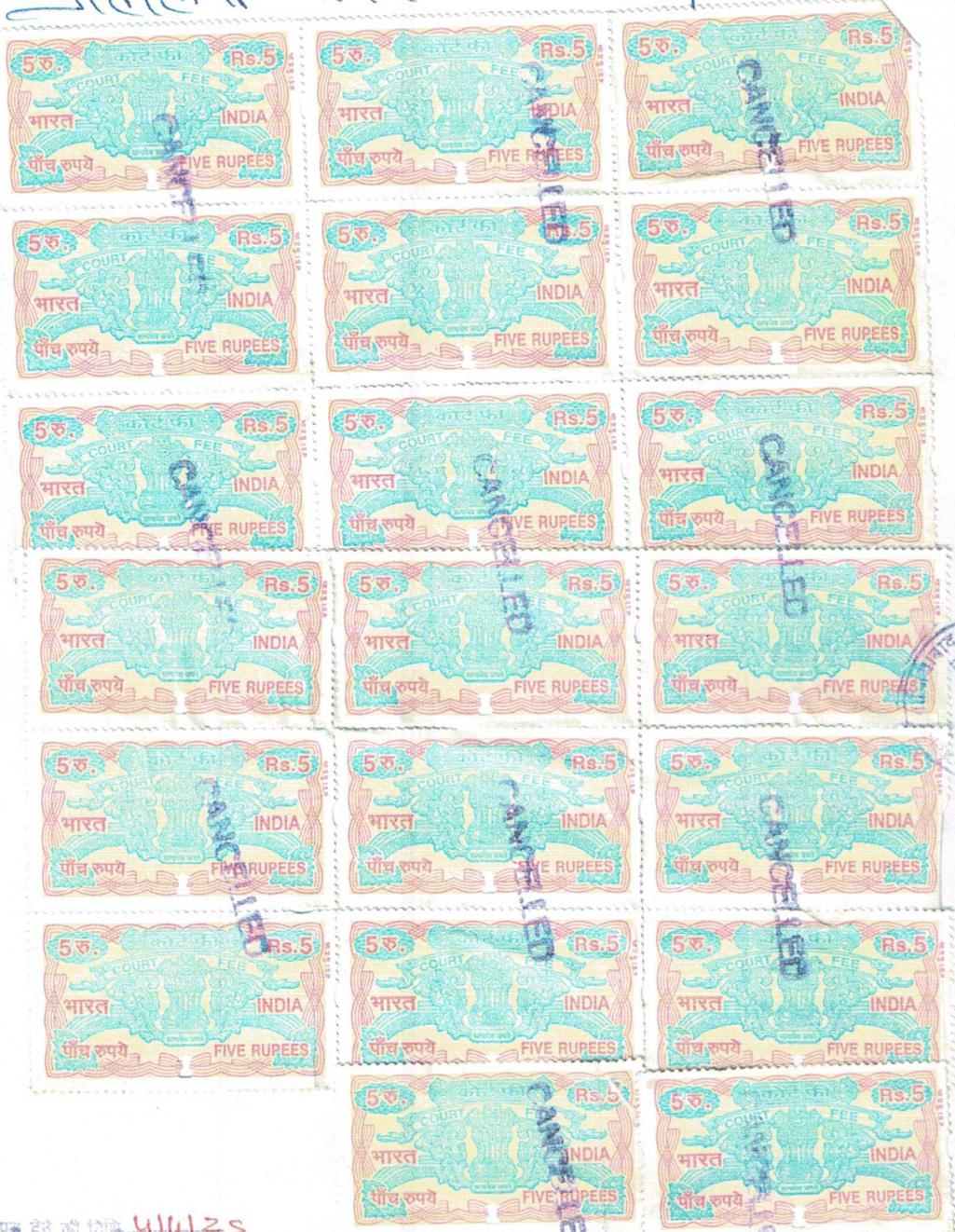
ज्यापालय सिविल जज/ज.ड. गाजियाबाद

मूल वाद सं. 379/2022

मेस. लेजर वेल् प्रमायर्स प्रा. लि.

वनाग  
जोमत शैल वाद

जातिलेख वादपत्र नं०



पत्रिका पत्र होने की तिथि 4/4/25

नोटिस/दीवार की तिथि 7/4/25

परिचालित होने की तिथि 11/4/25

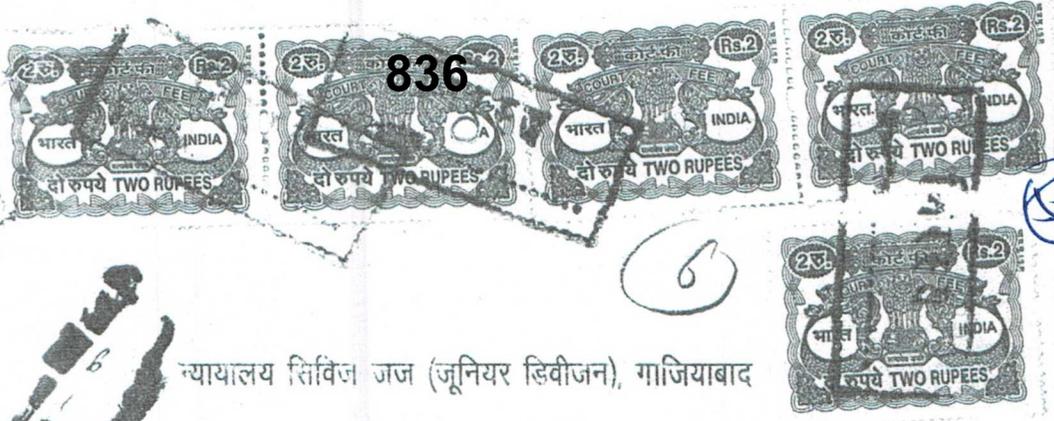
जात खपल रु 25

87-4-25

मुख्य प्रतिनिधिक  
सिविल कोर्ट, गाजियाबाद

2025 100

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न्यायालय सिविल जज (जूनियर डिवीजन), गाजियाबाद

वाद संख्या 379/2012

मैसर्स लेजर वैली प्रमोटर्स प्रा0लि0, जी-79, प्रीत विहार, दिल्ली-92

..... वादी



बनाम

श्रीमती शीला पत्नी श्री राजवीर निवासी-ग्राम शाहपुर बम्हैटा, परगना-डासना, तहसील व जिला गाजियाबाद ।

2-

श्री योगेन्द्र यादव पुत्र श्री राजनाथ सिंह, निवासी-ग्राम शाहपुर बम्हैटा परगना-डासना, तहसील व जिला गाजियाबाद ।

Case No-) 3600379/2012 ..... प्रतिवादीगण  
Filing No-) 090901122202012

श्रीमान जी,

वादी निम्न निवेदन करता है :-

1-

यह कि वादी कम्पनी एक प्राईवेट लिमिटेड कम्पनी है जो कि कम्पनी अधिनियम के प्राविधानों के तहत पंजीकृत है । कमालुद्दीन खान पुत्र श्री एम0एस0 खान निवासी- 10, न्यू राजधानी एन्क्लेव, विकास मार्ग, दिल्ली-92 वादी कम्पनी के अधिकृत प्रतिनिधि हैं तथा वाद के तथ्यों से भली भाँति परिचित हैं और उन्हें पाननीय न्यायालय के समक्ष प्रस्तुत करने में सक्षम हैं तथा वादी कम्पनी के निदेशक मण्डल द्वारा दिनांक 01/09/2012 को प्रस्ताव पारित कर श्री कमालुद्दीन खान को वादी कम्पनी की ओर से वाद प्रस्तुत करने हेतु अधिकृत किया है। इस



*(Signature)*



कारण श्री कमालुद्दीन खान को वादा कम्पना को ओर से वाद पत्र

(57)

हस्ताक्षरित करने, सरवापित करने एवं प्रस्तुत करने का अधिकार प्राप्त है।

यह कि प्रतिवादी संख्या-1 एवं उसके नाबालिग पुत्र श्री प्रदीप पुत्र श्री राजवीर का खाता नम्बर 1917 रक्बा 0.1010 हेक्टेयर स्थित ग्राम-शाहपुर बम्हैटा में कुल 1/36 भाग था जिसको कि प्रतिवादी संख्या-1 ने बजरिये पंजीकृत बैनाम दिनांक 2/5/2005 द्वारा मैसर्स लौजिकल डेवलपर्स प्रा०लि०, डी-10, आर्य नगर अपार्टमेन्ट, प्लाट नम्बर 91, आई०पी० एक्सटेंशन दिल्ली-92 को बजरिये पंजीकृत बैनामा दिनांकित 2/5/2005 द्वारा विक्रय कर दिया गया था जो कि सब-रजिस्ट्रार कार्यालय, गाजियाबाद में बही नं०-1, जिल्द संख्या-6019 के पृष्ठ नम्बर 79 से 126 पर नम्बर 2757 पर दिनांक 2/5/2005 को दर्ज हुआ था। प्रतिवादी संख्या-1 द्वारा बैनामे के समय भूमि का कब्जा केता को दे दिया गया था।

यह कि प्रतिवादी संख्या-1 से उपरोक्त खसरा नम्बर की भूमि को खरीदने के पश्चात मैसर्स लौजिकल डेवलपर्स प्रा०लि० ने कागजात मात में प्रतिवादी संख्या-1 एवं उसके पुत्र श्री प्रदीप के स्थान पर अपना नाम विधिवत् दर्ज करा लिया था।

यह कि उपरोक्त बैनामे के जरिये प्रतिवादी संख्या-1 ने खसरा नम्बर 1917 ग्राम-शाहपुर बम्हैटा के अलावा खसरा नम्बर 1923 ग्राम-शाहपुर बम्हैटा रक्बा 0.3180 हेक्टेयर एवं खसरा नम्बर 1927 रक्बा 0.4680 हेक्टेयर स्थित ग्राम-शाहपुर बम्हैटा परगना-डासना, तहसील द जिला गाजियाबाद में अपने सम्पूर्ण 1/12 भाग को भी उपरोक्त कम्पनी मैसर्स

*Raman*





लांजकल डेवलपर्स प्रा०लि० को विक्रय किया गया था और उसका

कब्जा दिया गया था तथा उपरोक्त खसरा नम्बर 1917, 1923 एवं

1927 ग्राम-शाहपुर बम्हैटा पर प्रतिवादी संख्या-1 व उसके पुत्र श्री प्रदीप के स्थान पर कागजात माल में मैसर्स लौजिकल डेवलपर्स प्रा०लि० का नाम दर्ज हो गया था ।

5-

यह कि मैसर्स लौजिकल डेवलपर्स प्रा०लि० ने विक्रय पत्र दिनांक 2/5/2005 से खसरा नम्बर 1917, 1923 व 1927 ग्राम-शाहपुर बम्हैटा की जो भूमि प्रतिवादी संख्या-1 से खरीद की थी, को बजरिये पंजीकृत विक्रय पत्र दिनांकित 11/7/2006 द्वारा वादी कम्पनी को विक्रय कर दिया गया था और मौके पर उसका कब्जा भी वादी कम्पनी को दे दिया गया था । उक्त विक्रय पत्र दिनांक 11/7/2006 सब-रजिस्ट्रार कार्यालय, गाजियाबाद में बही नं०-1 जिल्द संख्या-6732 के पृष्ठ 1 से 42 में नम्बर 6163 पर दिनांक 11/7/2006 को दर्ज हुआ है ।

6-

यह कि वादी कम्पनी द्वारा मैसर्स लौजिकल डेवलपर्स प्रा०लि० से खसरा नम्बर 1917, 1923 व 1927 ग्राम-शाहपुर बम्हैटा की भूमि खरीदने के पश्चात कागजात माल में अपना नाम दर्ज कराया गया है और वर्तमान में उक्त भूमि पर कागजात माल में वादी कम्पनी का नाम विधिवत् दर्ज है ।

7-

यह कि प्रतिवादी संख्या-1 द्वारा दिनांक 2/5/2005 को खसरा नम्बर 1917, 1923 व 1927 ग्राम-शाहपुर बम्हैटा की बावत विक्रय पत्र मैसर्स लौजिकल डेवलपर्स प्रा०लि० के नाम पर पंजीकृत करके उपरोक्त खसरा नम्बरों में प्रतिवादी संख्या-1 व उसके पुत्र श्री प्रदीप के स्थान पर कागजात माल में मैसर्स लौजिकल डेवलपर्स प्रा०लि० का नाम दर्ज हो गया था ।



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पर कोई भूमि-शेष नहीं बची थी और यह बात उन्होंने उपरोक्त विक्रय पत्र में स्वीकार की थी। और न ही उनका नाम उपरोक्त खसरा नम्बरान की किसी भूमि पर दर्ज है।

15/6/00  
5-9-12

8-

यह कि वादी कम्पनी द्वारा मैसर्स लौजिकल डेवलपर्स प्रा०लि० से उपरोक्त खसरा नम्बर 1917, 1923 व 1927 ग्राम-शाहपुर बम्हैटा की भूमि खरीदने के पश्चात खसरा नम्बर 1917 ग्राम-शाहपुर बम्हैटा एवं इसके आस-पास के खसरा नम्बरान की अपनी अन्य भूमि पर ग्रुप हाउसिंग का नक्शा गाजियाबाद विकास प्राधिकरण से नवम्बर, 2011 में स्वीकृत कराकर ग्रुप हाउसिंग का कार्य शुरू करा दिया था और इस समय मौके पर खसरा नम्बर 1917 व इसके आस-पास के अन्य खसरा नम्बरान की भूमि पर बहुमंजिला इमारत खड़ी है।

9-

यह कि प्रतिवादी संख्या-1 द्वारा मैसर्स लौजिकल डेवलपर्स प्रा०लि० के नाम पर विक्रय पत्र पंजीकृत कराने के पश्चात प्रतिवादी संख्या-1 का खसरा नम्बर 1917 में कोई अंश किसी भी प्रकार का बकाया नहीं रहा है परन्तु प्रतिवादी संख्या-1 के मन में बदनीयती आ गयी और उसने प्रतिवादी संख्या-2 के साथ साजिश करके वादी की भूमि को हड़प करने के लिए दिनांक 22/8/2012 को खसरा नम्बर 1917 ग्राम-शाहपुर बम्हैटा कुल रकबई 0.1010 हेक्टेयर में रकबई 0.0098 हेक्टेयर का विक्रय विलेख प्रतिवादी संख्या-2 के पक्ष में निष्पादित कर दिया जो कि सब-रजिस्ट्रार कार्यालय गाजियाबाद में बही नं०-1 जिल्द संख्या-10215 के पृष्ठ संख्या 311 से 326 पर क्रमांक 7696 पर दिनांक 22/8/2012 को दर्ज हुआ है।



*Munawar*

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यह कि उपरोक्त बैनामा पूर्णतः फर्जी एवं साजिशी है । यहाँ पर यह उल्लेखनीय है कि खसरा नम्बर 1917 ग्राम-शाहपुर बम्हैटा का कुल रकबा 0.1010 हेक्टेयर है जिसमें प्रतिवादी संख्या-1 व उसके पुत्र श्री प्रदीप का कुल  $1/36$  भाग यानि 0.0028 हेक्टेयर है अर्थात् इनका कुल हिस्सा उक्त खसरा नम्बर में 28 वर्ग मीटर था जिसको उन्होंने बजरिये बैनामा दिनांक 2/5/2005 द्वारा मैसर्स लौजिकल डेवलपर्स प्रा0लि0 को विक्रय कर दिया था । अब प्रतिवादी संख्या-1 ने प्रतिवादी संख्या-2 के साथ साजिश करके खसरा नम्बर 1917 ग्राम-शाहपुर बम्हैटा में 0.0098 का बैनामा दिनांक 22/8/2012 को प्रतिवादी संख्या-2 के पक्ष में निष्पादित किया है । प्रतिवादी संख्या-1 व उसके पुत्र का खसरा नम्बर 1917 ग्राम-शाहपुर बम्हैटा में कुल हिस्सा 28 वर्ग मीटर था जबकि प्रश्नगत बैनामे के द्वारा प्रतिवादी संख्या-1 ने 98 वर्ग मीटर भूमि का विक्रय किया है जिससे कि प्रथमदृष्टया पता चलता है कि उक्त बैनामा दिनांकित 22/8/2012 अवैध, साजिशी, कपटपूर्ण एवं बेबुनियाद है तथा इससे प्रतिवादी संख्या-2 को खसरा नम्बर 1917 ग्राम-शाहपुर बम्हैटा की भूमि में कोई अधिकार किसी भी प्रकार का प्राप्त नहीं होता है । दिनांक 22/8/2012 को प्रतिवादी संख्या-1 के नाम पर उक्त खसरा नम्बर 1917 ग्राम शाहपुर बम्हैटा में कोई भूमि शेष नहीं थी, इस कारण उसको उक्त बैनामा निष्पादित करने का कोई अधिकार नहीं था ।



11-

यह कि प्रतिवादी संख्या-1 ने उक्त बैनामा दिनांक 22/8/12 में खसरा नम्बर 1917 ग्राम-शाहपुर बम्हैटा की भूमि को खाली एवं खेती की भूमि दर्शाया है जबकि दिनांक 22/8/2012 को खसरा नम्बर

*Kumar*

1917 ग्राम शाहपुर बम्हैटा की भूमि पर बहु मंजिला इमारत खड़ी है ।  
 उक्त बैनामा दिनांक 22/8/2012 में जो फोटो प्रतिवादी संख्या-1 व  
 2 ने लगाया है वह भी खसरा नम्बर 1917 ग्राम-शाहपुर बम्हैटा की  
 भूमि का नहीं है वल्कि कहीं और की भूमि का फोटो लगाकर बैनामा  
 निष्पादित कराया गया है जिससे कि यह बात पूर्ण रूप से साबित हो  
 जाती है कि उक्त बैनामा दिनांकित 22/8/2012 फर्जी, साजिशी है  
 एवं धोखे पर आधारित है । यहाँ पर यह उल्लेखनीय है कि उक्त  
 बैनामे में प्रतिवादी संख्या-1 द्वारा खसरा नम्बर 1917 की विकीत भूमि  
 का कब्जा प्रतिवादी संख्या-2 को दिया जाना दिखाया है जबकि मौके  
 पर प्रतिवादी संख्या-1 का खसरा नम्बर 1917 ग्राम शाहपुर बम्हैटा के  
 किसी अंश पर कोई कब्जा नहीं है और न ही वह खसरा नम्बर 1917  
 के किसी अंश का कब्जा प्रतिवादी संख्या-2 को देने की स्थिति में है ।  
 इस प्रकार प्रतिवादी संख्या-2 का कोई कब्जा खसरा नम्बर 1917 के  
 किसी भी अंश पर नहीं है तथा प्रतिवादी संख्या-2 उपरोक्त फर्जी  
 बैनामे के आधार पर वादी की भूमि पर कब्जा करना चाहता है जिसका  
 उसे कोई अधिकार नहीं है ।



यह कि खसरा नम्बर 1917 सम्पूर्ण रकबा 0.1010 हेक्टेयर, खसरा नम्बर  
 1923 सम्पूर्ण रकबा 0.3160 हेक्टेयर एवं खसरा नम्बर 1927 सम्पूर्ण  
 रकबा 0.4680 हेक्टेयर स्थित ग्राम-शाहपुर बम्हैटा परगना डारना  
 तहसील व जिला गजियाबाद को वादी एवं उसकी सहयोगी कम्पनी ने  
 खरीद रखा है तथा अन्य किसी कास्तकार का उसमें कोई हक और  
 हिस्सा शेष नहीं है और इस प्रकार उक्त बैनामा जो कि प्रतिवादी  
 संख्या-1 ने प्रतिवादी संख्या-2 के पक्ष में किया है, पूर्णतः अवैध एवं

*Kerran*

अनुचित है और उससे प्रतिवादी संख्या-2 को भूमि में कोई हक व हिस्सा प्राप्त नहीं होता है।

13-

यह कि प्रतिवादी संख्या-1 व 2 द्वारा किया गया उक्त कार्य भारतीय दण्ड संहिता के विभिन्न प्राविधानों के तहत एक दण्डनीय अपराध है तथा उसके अन्तर्गत कार्यवाही करने के अपने अधिकार को सुरक्षित रखते हुए वादी यह वाद प्रस्तुत करता है।

14-

यह कि प्रतिवादी संख्या-1 के द्वारा वादी को यह धमकी दी जा रही है कि वह खाता नम्बर 530 खसरा नम्बर 1923 व 1927 ग्राम शाहपुर बम्हैटा की भूमि की बावत भी विक्रय विलेख निष्पादित करा देगी। यहाँ पर यह उल्लेखनीय है कि खाता नम्बर 530 खसरा नम्बर 1923 व 1927 ग्राम-शाहपुर बम्हैटा में प्रतिवादी संख्या-1 का 1/12 भाग था अर्थात् खसरा नम्बर 1923 में 263 वर्ग मीटर एवं खसरा नम्बर 1927 में 390 वर्ग मीटर की मालिक प्रतिवादी संख्या-1 व उसका पुत्र श्री प्रदीप था जिसको कि उन्होंने बजरिये बैनामा दिनांक 2/5/2005 द्वारा मैसर्स लौजिकल डेवलपर्स प्रा0लि0 को विक्रय कर दिया था और उसके पश्चात उक्त खसरा नम्बर में प्रतिवादी संख्या-1 एवं उसके पुत्र का कोई भाग शेष नहीं रहा है तथा जो बैनामा दिनांक 2/5/05 को प्रतिवादी संख्या-1 द्वारा निष्पादित कराया गया है उसमें प्रतिवादी संख्या-1 द्वारा स्पष्ट रूप से यह तहरीर कराया गया है कि उक्त बैनामे के पश्चात खसरा नम्बर 1917, 1923 व 1927 ग्राम-शाहपुर बम्हैटा में उनका कोई भाग अथवा अंश शेष नहीं बचा है। इस कारण प्रतिवादी संख्या-1 को अब खसरा नम्बर 1923 एवं 1927 की बावत विक्रय विलेख निष्पादित कराने का कोई अधिकार नहीं है तथा खसरा नम्बर



*Ramon*

4/9/12 (11)

(63)

1917 ग्राम-शाहपुर बम्हैटा की बावत जो विक्रय विलेख दिनांक 22/8/2012 को प्रतिवादी संख्या-2 के पक्ष में निष्पादित कराया गया है, वह पूर्णतः अवैध एवं बिना अधिकारिता के है और निरस्त होने योग्य है ।

15-

यह कि उक्त बैनामे को निरस्त करने का अधिकार केवल माननीय न्यायालय को है । वादी द्वारा प्रतिवादीगण से कई बार उक्त फर्जी बैनामे को निरस्त कराने हेतु कहा गया तथा प्रतिवादी संख्या-1 से कहा गया कि वह खसरा नम्बर 1923 व 1927 ग्राम-शाहपुर बम्हैटा की भूमि का बैनामा करने से बाज रहे परन्तु वे वादी की कोई सुनवाई नहीं कर रहे हैं और वादी के पास इस बाद को योजित करने के अलावा अन्य कोई विकल्प नहीं है ।

16-

यह कि वादी को वाद का कारण दिनांक 22/8/2012 जब प्रतिवादी संख्या-1 के द्वारा खसरा नम्बर 1917 ग्राम-शाहपुर बम्हैटा की भूमि की बावत बैनामा प्रतिवादी संख्या-2 के पक्ष में बिना अधिकारिता के निष्पादित किया गया और धमकी दी गयी कि वह खसरा नम्बर 1923 व 1927 ग्राम-शाहपुर बम्हैटा की भूमि की बावत बैनामा भी इसी प्रकार अन्य व्यक्तियों को निष्पादित कर देगी, दिनांक 28/8/2012 देने धमकी करने कब्जा एवं दिनांक 01/9/2012 करने इंकार ओर से प्रतिवादीगण वमुकाम ग्राम शाहपुर बम्हैटा परगना-डासना तहसील व जिला गाजियाबाद पैदा है और माननीय न्यायालय को वाद को सुनने एवं तय करने का अधिकार प्राप्त है ।



Raman

70

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64

17-

यह कि वाद का मूल्यांकन प्रश्नगत भूमि पर लगे लगान अंकन 84/- के तीस गुणे अंकन 2520/- पर किया जाकर न्याय शुल्क वास्ते प्रतिकार अ व ब अलग-अलग अदा किया जाता है ।

18-

यह कि वादी निम्न प्रार्थी है :-

अ) यह कि न्यायालय की निरस्तीकरण की डिक्री द्वारा जो बैनामा प्रतिवादी संख्या-1 द्वारा प्रतिवादी संख्या-2 के पक्ष में बावत भूमि खसरा नम्बर 1917 रक्बा 0.0098 हेक्टेयर स्थित ग्राम शाहपुर बम्हैटा परगना डासना तहसील व जिला गाजियाबाद निष्पादित किया गया है तथा जो उप-निबन्धक-प्रथम, गाजियाबाद के यहाँ बही नं०-1 जिल्द संख्या 10215 के पृष्ठ संख्या 311 से 326 पर क्रमांक 7696 पर दिनांक 22/8/2012 को रजिस्टर्ड किया गया है, को अवैध, शून्य, कपट एवं बिना अधिकारिता के होने के कारण निरस्त किया जाकर इसकी सूचना अलग से उप-निबन्धक-प्रथम, गाजियाबाद को भेजी जावे ।



ब) यह कि न्यायालय की स्थायी निषेधाज्ञा डिक्री द्वारा प्रतिवादीगण को खसरा नम्बर 1917, 1923 व 1927 ग्राम शाहपुर बम्हैटा परगना डासना तहसील व जिला गाजियाबाद की भूमि के किसी भी भाग को विक्रय करने, आड़ करने, कब्जा करने, निर्माण करने, वादी के निर्माण में बाधा उत्पन्न करने अथवा अन्य किसी भी प्रकार से वादी के शान्तिपूर्ण कब्जे या प्रयोग में बाधा उत्पन्न करने से सदैव के लिए निषेधित किया जाय ।

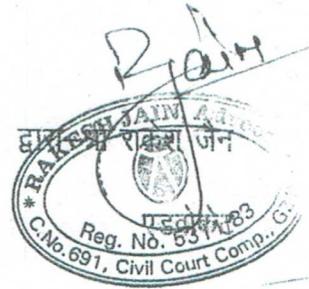
*Amur*

प.अ. 11  
 16  
 65

सा यह कि अन्य अनुतोष जो माननीय न्यायालय की राय में हिलकर

वादी हो, उसे वादी को प्रतिवादीगण से दिलाया जाय ।

Kumar  
 वादी,



सत्यापन :-

मैं कमालुद्दीन खान अधिकृत प्रतिनिधि वादी, वादी कम्पनी की ओर से सत्यापित करता हूँ कि वाद पत्र की धारा 1 ता 15 में कहा गया कथन मेरे निजी ज्ञान में एवं शेष धारायें 16 ता 18 में कहा गया कथन मेरे विश्वास में कानूनी सलाह के आधार पर जिन्हें मैं सच समझता हूँ, सच हूँ ।



प्रमाणित स्थान - गाजियाबाद

दिनांक - 5/08/2017

Kumar  
 वादी

सत्य फोटो प्रतिलिपि

7-428  
 मुख्य प्रतिलिपिक  
 सिविल कोर्ट गाजियाबाद





सत्यमेव जयते

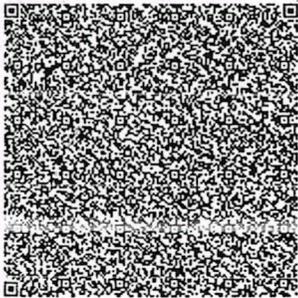
INDIA NON JUDICIAL

Government of Uttar Pradesh

(67)

e-Stamp

Certificate No.	: IN-UP01497987152465N
Certificate Issued Date	: 27-Nov-2015 11:35 AM
Account Reference	: SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUPSHCIL0101801299573259N
Purchased by	: AGARWAL ASSOCIATES PROMOTERS LTD
Description of Document	: Article 23 Conveyance
Property Description	: FLAT NO-LE/E 808 LUXURIA ESTATE SEC-6 ADITYA WORLD CITY SHAHPUR BAMHETA GZB
Consideration Price (Rs.)	: 21,72,215 (Twenty One Lakh Seventy Two Thousand Two Hundred And Fifteen only)
First Party	: AGARWAL ASSOCIATES PROMOTERS LTD
Second Party	: RADHAPRIYA BANSAL
Stamp Duty Paid By	: AGARWAL ASSOCIATES PROMOTERS LTD
Stamp Duty Amount(Rs.)	: 1,42,500 (One Lakh Forty Two Thousand Five Hundred only)



Verified By

(Chandra Mohan)  
Registration Clerk  
Ghaziabad

Locked By

(Sanjay Shrivastava)  
Sub-Registrar  
Ghaziabad

Please write or type below this line.

Statutory Alert:

The authenticity of this Stamp Certificate should be verified at [www.stampsamp.com](http://www.stampsamp.com). Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

0002755019

**SALE DEED**

Flat No. LE/E-808, Type- II on 08<sup>th</sup> Floor, Tower-E (without roof rights) in the complex known as "LUXURIA ESTATE" in Sector-6 of the Integrated Township named as "ADITYA WORLD CITY" situated at Off NH-24, Village Shahpur Bamhetta, Ghaziabad, UP.

**Particulars for the Purpose of Stamp Duty Calculation**

Nature of Property	: Residential Flat
V-Code	: 0222
Present Govt. Circle Rate (Land+Construction)	: Rs. 24,000/-Per Sq. Mtrs.
Value of Flat According to the Govt. Circle Rate List	: Rs. 21,22,000/-
Sale Consideration	: Rs. 21,72,215/-
Stamp Duty	: Rs. 1,42,500/-
Super Area	: 965 Sq. Ft. (89.68 Sq. Mtrs.)
Built up Covered Area	: 773.25 Sq. Ft. (71.84 Sq. Mtrs.)
Floor Rebate	: 5%

Parvati Associates (Promoters) Ltd.

Authorised Signatory

सत्यप्रतिनिधि  
पंका  
मनी

2,172,215.00 / 2,172,215.00

विक्रय पत्र	10,000.00	100	10,100.00	5,000
फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द	लगभग

प्रतिफल मालियत  
श्री राकेश चौहान प्रतिनिधि राधाप्रिय बंसल  
पुत्र श्री एम एस चौहान  
व्यवसाय व्यापार/अन्य/स्त्री  
निवासी स्थायी उचना करनाल हरियाणा  
अस्थायी पता  
ने यह लेखपत्र इस कार्यालय में दिनांक 27/11/2015 समय 2:20PM  
बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के

उप निबन्धक, प्रथम

गाजियाबाद

27/11/2015

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त  
विक्रेता

श्री मै0 अग्रवाल द्वारा बीर सिंह  
पुत्र श्री स्व कुन्दन सिंह  
पेशा व्यापार/अन्य/स्त्री  
निवासी 10 न्यू राजधानी एन्क0 दिल्ली



श्री राकेश चौहान  
प्रतिनिधि राधाप्रिय बंसल  
पुत्र श्री एम एस चौहान  
पेशा व्यापार/अन्य/स्त्री  
निवासी उचना करनाल हरियाणा

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री प्रकाश सिंह  
पुत्र श्री राजकुमार सिंह  
पेशा व्यापार/अन्य/स्त्री

निवासी 10 न्यू राजधानी एन्क0 दिल्ली

व श्री धर्मेन्द्र  
पुत्र श्री लाखन सिंह  
पेशा व्यापार/अन्य/स्त्री

निवासी तहसील क0 गाबाद

ने की।

पत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



उप निबन्धक, प्रथम

गाजियाबाद

27/11/2015

Rain Water Harvesting System : Present  
(5%Rebate Available)

Car Parking Facility  
(No. of Vehicle)  
Open : Nil

Covered : One

Maximum % age for increase : 9 %

in Circle Rate for Car Parking Facility &

Other Facilities (As Per Circle Rate List)

**STAMP DUTY @ 7% AS PER NOTIFICATION ORDER NO. S.V.K.N.-5-2756/11-2008-500(1165)/2007, LUCKNOW DT. 30.06.2008 BY UTTAR PRADESH GOVERNMENT INSTITUTION FINANCE, TAX AND REGISTRATION ANUBHAG-5.**

**ALONGWITH 1% REDUCTION IN STAMP DUTY FOR WOMAN UP TO THE VALUE OF RS. 10,00,000/-.**

The Sale Consideration of Rs. 21,72,215/- was decided keeping in mind the market rate prevalent at the time of booking of the Said Flat by the Vendee with the Vendor. However, the Sale Deed in respect of the Said Flat is being executed in the present after purchase of stamp papers by the Vendee. The valuation of flat as per present Circle Rate is Rs. 21,22,000/- and accordingly, the Vendee is bound to pay stamp duty prevalent presently at the time of registration of Sale Deed.

Arwal Associates (Promoters) Ltd.

Authorized Signatory

*[Handwritten Signature]*

सत्यप्रतिलिपि

पदा

सना

851

71

विक्रेता

Registration No.: 7493

Year : 2,015

Book No. : 1

0101 मै० अग्रवाल द्वारा तैरि सिंह  
 स्थ कुन्दन सिंह  
 10 न्यू राजधानी एन्क० दिल्ली  
 व्यापार/अन्य/स्त्री



**SCHEDULE OF THE PROPERTY:**

One Freehold Residential Built up Flat bearing No. **LE/E-808**, Type-II, on **08<sup>th</sup>** Floor, Tower-E (without roof rights) having Super Area of **965 Sq. Ft. (89.68 Sq. Mtrs.)** and Built Up Covered Area of **773.25 Sq. Ft. (71.84 Sq. Mtrs.)** (As Per Map Attached), here-in-after referred to as "**Said Flat**", in the complex known as "**Luxuria Estate**", here-in-after also referred to as "**First Phase**" situated at part of Plot No. GH-1, Sector-6, Aditya World City, Off NH-24, Village Shahpur Bamhetta, Ghaziabad, UP.

THIS SALE DEED is made and executed at Ghaziabad on this 27 day of Nov, 2015

By & between:

**M/s. Agarwal Associates (Promoters) Limited**, a company incorporated under the Companies Act, 1956 having its Registered Office at 10, New Rajdhani Enclave, Vikas Marg, Delhi-110092, having PAN AAACA2789D through its Authorized Signatory, **Mr. Bir Singh** S/o Late Kundan Singh R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi-110092, here-in-after called as the "**Vendor**"/"**Developer**"/"**First Party**", which expressions shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, authorized representatives and permitted assigns of the ONE PART.

Associates (Promoters) Ltd

*[Handwritten Signature]*

Authorized Signatory

*[Handwritten Signature]*

सत्यप्रतिलिपि

पदा

सेना

क्रेता

Registration No. : 7493

Year : 2,015

Book No. : 1

0201 राकेश चौहान प्रतिनिधि राधाप्रिय बंसल

एम एस चौहान

उचना करनाल हरियाणा

व्यापार/अन्य/स्त्री




AND

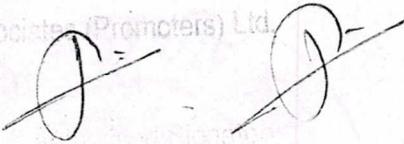
**Mrs. Radhapriya Bansal** W/o Mr. Ayush Bansal R/o H. No. 2, Saraswati Bhawan, Indira Colony, Vikram Marg, Karnal (Haryana) having PAN-**BMKPB5289B** through her SPA Holder Mr. Rakesh Chauhan S/o Mr. M.S. Chauhan R/o VPO Uchana Distt. Karnal (hereinafter called as the "**Vendee**"/"**Second Party**", which expressions shall unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, legal heirs, legal representative and permitted assigns of the **OTHER PART**.

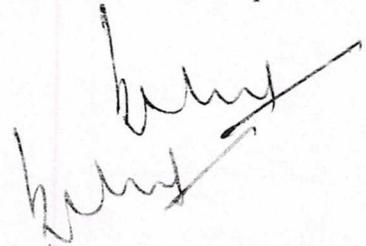
The Vendor and the Vendee are hereinafter collectively known as the "**Parties**" and individually as a "**Party**".

**WHEREAS** the Vendor being the Owner/Developer/Lead Member of the consortium and is entitled to develop, construct and sell, the Residential Complex comprising of residential flats of varying sizes on the freehold land admeasuring area approximately 36,478.70 Sq. Mtrs. denoted as Plot No. GH-1, here-in-after also referred to as "**Said Plot**" situated in Sector-6 of Integrated Township, "Aditya World City" at Off NH-24, Village Shahpur Bamhetta, Ghaziabad, UP.

**AND WHEREAS** after approval of maps/drawings by the Ghaziabad Development Authority on part of Plot No. GH-1, the Vendor has developed a Residential Complex known as "**Luxuria Estate**".

Karnal Associates (Promoters) Ltd.





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The boundaries of the First Phase (Part of Said Plot) is as under :

NORTH EAST	:	18 MTR. ROAD
SOUTH EAST	:	2 <sup>ND</sup> PHASE OF PLOT NO. GH-1
SOUTH WEST	:	GROUP HOUSING PLOT
NORTH WEST	:	RESIDENTIAL PLOTS

**AND WHEREAS** the Vendee has also understood and accepts that the drawings for the First Phase were sanctioned as per permissible floor area ratio (FAR) of 2.50 computed on the basis of approximate land area of 30,752 Sq. Mtr. and the construction has been carried out with in sanctioned/compoundable/purchasable limits, however later on, the Vendor will obtain approval and re-sanction for permissible/compoundable/purchasable FAR for development in subsequent phases on the Said Plot. The Vendor had already made provisions for all sorts of services, structural strength, amenities, facilities etc. keeping in mind the FAR of 3.75 (Permissible/Purchasable/Compoundable FAR) and increase in number of floors as per sanctioned/ purchasable/compoundable limits in accordance with the building bye-laws of the appropriate authority prevailing as on date. The Vendee do hereby states that he does not have any objection and gives his consent if the Vendor or its nominee will raise any further construction in the subsequent phases but only after approval of the competent authority and the same shall be treated as granted herein unconditionally by the Vendee subject to the condition that no construction will be carried out on any existing towers of First Phase. The Vendor will have absolute right and title to deal with the additional units constructed including sale thereof.

*[Handwritten signatures and stamps]*



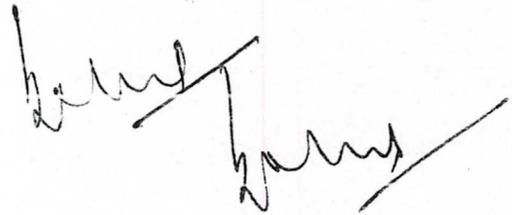
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AND WHEREAS the Vendee applied to the Vendor for allotment of the Said Flat and the Vendor executed an Allotment Agreement dated 01.04.2015 in favor of the Vendee, here-in-after referred to as "Allotment Agreement".

AND WHEREAS the Vendee has declared that the Vendee is fully satisfied about the title of the Vendor in the Said Plot and has full knowledge of all the applicable laws, notifications, rules & regulations applicable to the same. The Vendee further declares that he is satisfied about the approval of maps, built-up flat, super area/built up covered area of the said flat, rights, title and interests of the Vendor in the First Phase and its approvals.

AND WHEREAS the Vendee has paid the total sale consideration decided among the Vendor and the Vendee to the Vendor and is entitled to get the Sale Deed in respect of the Said Flat executed and registered in his/her/their name(s). After having fully satisfied in all respects in relation to the said flat/First Phase and purchase of required stamp papers, the Vendee has requested to the Vendor to execute the present sale deed and therefore this Sale Deed is being executed and registered on the following terms and conditions:

Agarwal Associates (Private) Ltd  

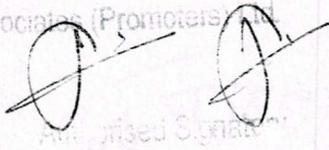


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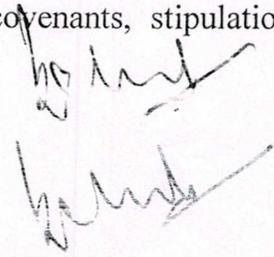
NOW THIS SALE DEED WITNESSETH AS UNDER :-

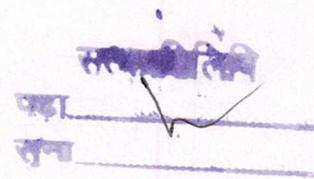
1. That, in consideration of the amount of Rs. 21,72,215/- (Rupees Twenty One Lac Seventy Two Thousand Two Hundred Fifteen Only), here-in-after referred to as "Sale Consideration" which has been paid by the Vendee to the Vendor and has been acknowledged to receive by the Vendor from the Vendee, and subject to the Vendee agreeing to observe, perform and bound by all the terms and conditions contained herein and as contained in the Allotment Agreement, Maintenance Agreement, Electricity Agreement and such other documents executed by the Vendee/Vendor which shall be read as part and parcel of this Sale Deed, the Vendor has sold the Said Flat on as is where is basis to the Vendee.
2. That, the Vendee will have undivided, proportionate, indivisible rights in the land underneath the building in which the said flat is situated and the Vendee will have easements rights necessary for the enjoyment of the Said Flat and will have right to use parking facility in the complex as above said and will have the right to use common staircases/corridors/passages/roads/facilities/lifts/ entrance/exits of the building, parks and other common areas in the complex subject to the exceptions, reservations, covenants, stipulation and conditions hereinafter contained.

Legal Associates (Promoters) Ltd

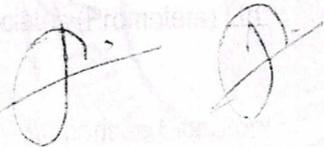


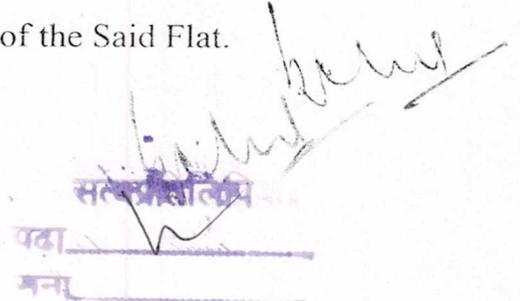
Authorised Signatory



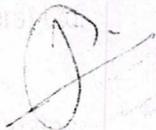
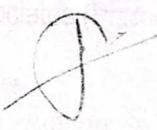


3. That, after having receipt of the vacant and peaceful possession of the Said Flat, the Vendee is satisfied about the super area, built up covered area (as per drawing attached), quality, design, material used, construction and specifications in relation to the Said Flat. The Vendee has declared, assured and agreed that the Vendee shall not raise any dispute at any time in future on this account. The accounts have been settled up-to-date between the Vendor and the Vendee. After the complete satisfaction of the Vendee in all respects, the Vendee has requested to the Vendor to execute the present sale deed.
4. That, it is further clarified that this Sale Deed does not give any right, title or interest in common areas to the Vendee except the right to use common areas by sharing with other occupants/vendees in the buildings subject to timely payment of maintenance charges. Thus, the Vendee shall have no right in any commercial space, unsold flats, unallotted parking areas, roof/terrace of the buildings in the First Phase and any other flats/units/parkings constructed in the subsequent phases on the said plot and the Vendor shall be free to use/deal/dispose off the same on such terms and conditions as it may deem fit.
5. That, the Vendee shall not be entitled to claim partition of his/her/their undivided share in the land, as aforesaid, and the same shall always remain undivided and impartible and unidentified.
6. That, the Said Flat is free from all sorts of encumbrances, liens and charges except those created at the request of the Vendee himself/herself/themselves to facilitate him/her/them to obtain loan for purchase of the Said Flat.



  
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7. That, the Vendee shall pay municipal tax, property tax, farmer compensation, Metro Cess, peripheral development charges and other rates, taxes, charges, levies and impositions etc., levied or to be levied by any local or statutory authority from time to time in proportion to the area of the Said Flat or otherwise w.e.f. the date of allotment of the Said Flat by the Vendor to the Vendee. The Vendee has already paid the sale consideration, as stated hereinabove and account has been settled up to date but if any new demand in respect of any tax/levies etc. is raised by any Government authority/agency/department, the same will be proportionately paid by the Vendee in respect of the Said Flat. In case of non-payment of above said charges, the amount equivalent to such charges and consequential charges/fines etc. levied due to non-payment of above said charges, shall be treated as amount due to be received from the Vendee and the Vendor shall have first charge/lien on Said Flat for recovery of the same.
8. That, subject to all applicable laws, rules and guidelines of the Authority/State Government, the vendee shall be entitled to transfer the title of the Said Flat. Whenever the title of the Vendee in the Said Flat is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sale Deed, Allotment Agreement, Maintenance Agreement, Electricity Agreement and other documents executed by the Vendee and the transferee will be answerable in all respects in respect of those documents as the same relate to the Said Flat. It will be the responsibility of the Vendee/Transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency and obtain No dues Certificate from the Vendor/Maintenance Agency before effecting the transfer of the Said Flat



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failing which the transferee shall have to pay the outstanding dues of the Vendor/Maintenance Agency before occupying the Said Flat.

9. That, the Vendee shall not raise any construction temporary or permanent or make any alteration or addition or sub-divide in the said flat or amalgamate the Said Flat with any other flat. The Vendee shall not demolish or cause to be demolished any structure of the Said Flat or any portion thereof and shall also not make or cause to be made any structural additions or alterations of any nature whatsoever in the same or in any part thereof in view of structural safety of the Building. That the Vendee shall not remove the floor, roof, column and any walls of the Said Flat including load bearing walls and the structure of the same shall remain integral and common with the Flats above, adjoining and below it. No construction or alteration of any kind will be allowed on exclusively attached open areas to the Said Flat and in the car parking facilities and stilt areas.
10. That, the Vendee shall not in any manner whatsoever encroach upon any of the common areas and facilities and shall also have no right to use the facilities and services not specifically permitted to use as per this Deed.
11. That, all unauthorized encroachments or temporary/permanent constructions carried out in the Said Flat/Car Parking Space/any common area by the Vendee shall liable to be removed at his/her /their cost by the Authority or by the Vendor and/or by the Maintenance Agency/ Association of Flat Owners, as the case may be.

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12. That, the Vendor has explained to the Vendee and the Vendee has understood that the above said parking space is not an independent Unit and shall always remain attached to and be an integral part of the Said Flat and shall in no case be dealt with in any manner in separation of the Said Flat. Whenever, the Said Flat is transferred in any manner, the same shall be inclusive of the transfer of the right to-use the above said parking space simultaneously.
13. That, the Vendee will not carry on, or permit to be carried on, in the Said Flat any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or cause to be done therein any act or thing whatsoever which in the opinion of the Authority and/or Vendor may be a nuisance, annoyance or disturbance to the other owners of the said Housing Complex and persons living in the neighborhood. In case of default, the Sale Deed is liable for cancellation and the Vendee will be paid no compensation thereof.
14. That, the Vendee will obey and submit to all directions, House rules and regulations made by the Vendor/Authority now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as they effect the health, safety or convenience of other inhabitants of the Housing Complex.
15. That, the Vendee shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Project/Complex, bye-laws, rules and regulations stipulated by GDA and/or the Municipal, Local and other Government or Statutory bodies and shall be responsible for and shall keep the

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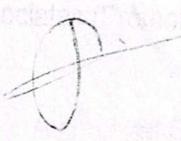
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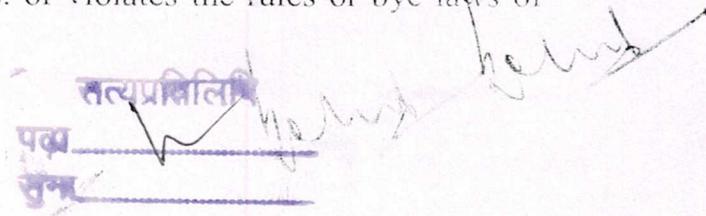
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Vendor and owners/occupiers of other Flats in the Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them by the Vendee.

16. That, the Vendor reserves the right to entrust the job of maintenance and upkeep of the open areas, common areas facilities of the Complex including services to any agency they deem fit. Alongwith the electricity connection, the Vendor has also made provision for providing power back-up to each flat. The vendee shall be liable to pay Maintenance Charges, Electricity Charges and Power Back up Consumption Charges at the rates prescribed by the Vendor/Maintenance Agency/Vendor's Nominee from time to time failing which supply of Electricity, Power Backup, Maintenance Services can be discontinued. Apart from discontinuance of services, the Vendee will be liable to pay 18% interest per annum on any delay of payment of above said charges.

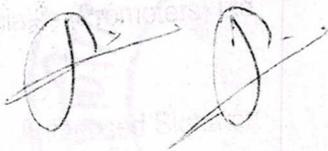
17. That, the Vendee shall maintain the Said Flat including Walls and Partitions, sewers, drains, pipes, attached lawns and open areas in good tenantable repairs, state, order and condition in which it is delivered to them and in particular so as to support, shelter and protect the other parts of the building. Further, he will allow the Vendor and / or Maintenance Agency and their employees /complex maintenance teams access to and through the Said Flat in order to inspect the site and to carry out repair work from time to time and at all reasonable times of the day and also for maintenance of water tanks, plumbing, electricity and other items of common interest etc. Further, the Vendee will neither himself do nor permit anything to be done which damages any part of the adjacent flats/flats situated below and above the said flat etc. or violates the rules or bye-laws of

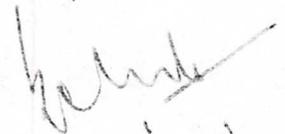
 

  
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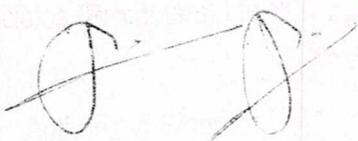
the Local Authorities or the Association of Flat Owners. The Vendee will give notice of the provisions of this clause to his/her/their tenants also.

18. That, it shall be incumbent on each Vendee to form and join an Association of Flat Owners comprising of all the Vendees for the purpose of management and maintenance of the complex.
19. That, the Vendee may get insurance of the contents lying in the Said Flat at his/her/their own cost and expenses. The Vendee shall not keep any hazardous, explosive, inflammable material in the building or any part thereof. The Vendee shall always keep the Vendor or its Maintenance Agency or residents' association/society harmless and indemnified for any loss and/or damages in respect thereof.
20. That, the Vendee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the Said Flat in any form. The Vendee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows including fixing of coloured films etc. and shall not carry out any change in the exterior elevation and design.
21. That, the Vendee shall not put up any name or sign board, neon-light, publicity or any kind of advertisement material, hoarding, etc., at the exterior façade of the building or anywhere on the exterior or on common areas or on roads of the Complex.

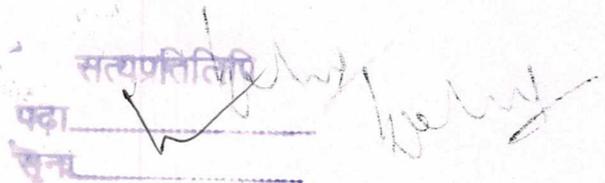


  
  
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22. That, the Vendee shall not be allowed to effect any of the following changes/alterations:
- i) Tamper with the firefighting equipments installed in/around the Complex/said flat, plumbing/electrical/sanitary fittings and wiring in the said flat.
  - ii) Shall not fix/install the coolers/air conditioners in the inside passages, common areas, staircase, and shall ensure that no water drips from any cooler/air conditioners in the common areas.
23. That, even after the execution of this Deed in favor of the Vendee, the Vendor shall carry out additional constructions on the said plot only after approval obtained from the competent authority as the Vendor had already made provisions for all sorts of services, structural strength, amenities, facilities etc. keeping in mind the FAR of 3.75 (Permissible/ Purchasable/Compoundable FAR) and increase in number of floors as per sanctioned/purchasable/compoundable limits in accordance with the building bye-laws of the appropriate authority prevailing as on date. Thus, the VENDEE unequivocally and unconditionally agrees and consents that the additional structure or additional flats anywhere in the First Phase /Said Plot within the limits of FAR (sanctioned/purchasable/ compoundable) may be utilized/developed by the DEVELOPER as may be permitted by the competent authorities in subsequent phases of construction, and the Vendee hereby declares that he shall not claim any right, title or interest in the further construction and in utilizing the additional/purchasable/compoundable FAR as stated here-in and such additional flats/structure shall be the sole property of the Vendor. The Vendor shall have sole authority/discretion to deal in any manner with all such

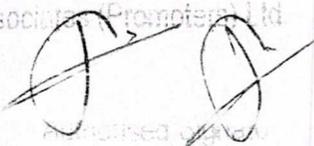


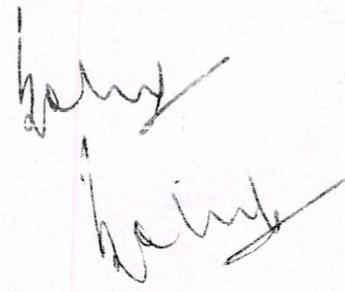
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24. That, the Vendee has understood and accepts that he has been provided Parking Facility as described in this Sale Deed and he undertakes not to lay any sort of claims on other parking facilities at unallotted parking slots. The Vendee has also understood and accepts that the Vendor has constructed surplus parking slots for the use of residents of subsequent phases.
25. That, The Vendor alone shall have the right and be entitled to get the refund of various securities deposited by the Vendor during or after the construction of the Building with various Government Authorities.
26. That, the provisions of The Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Rules, 2011 and all other rules, regulations and other statutory laws, wherever applicable, will be observed and complied with by the Vendor and the Vendee.
27. That, the Stamp duty, registration fee and all other incidental charges required for execution and registration of this deed has been borne by the Vendor.

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28. That, in the event of any dispute arises between the Parties, the same shall be first tried to be settled by mutual consent of the parties, failing which the matter shall be referred to the decision of a sole arbitrator, to be appointed by managing director/any of the directors of the Vendor. The arbitration proceedings shall be governed by the prevailing rules and provisions of Arbitration and Conciliation Act, 1996 including any amendment/ modification thereof. The venue of arbitration shall be at Delhi only and the proceedings shall be conducted in English language. The award of the arbitrator shall be final and binding on the Parties. The Parties shall continue to perform such of their respective obligations that do not relate to the subject matter of the dispute, without prejudice to the final determination thereof.

29. That, if any provision of this Deed shall be determined to be void or unenforceable under applicable laws, such a provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this Deed and to the extent necessary to conform to applicable laws but the remaining provision of this Deed shall remain valid and enforceable in accordance with their terms.

30. That, the Vendor and the Vendee do hereby affirm and declare that they have gone through all the clauses of the present document either through themselves or through their respective counsels and have understood the same before its execution.

Associates (Promoters) Ltd.  
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IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS, THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN:

VENDOR

VENDEE

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*[Handwritten signature]*

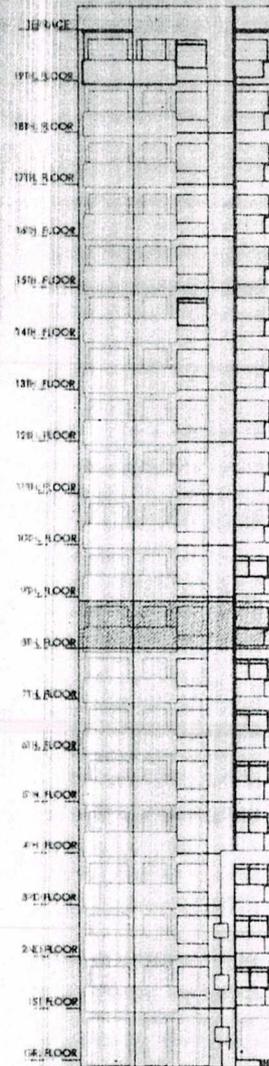
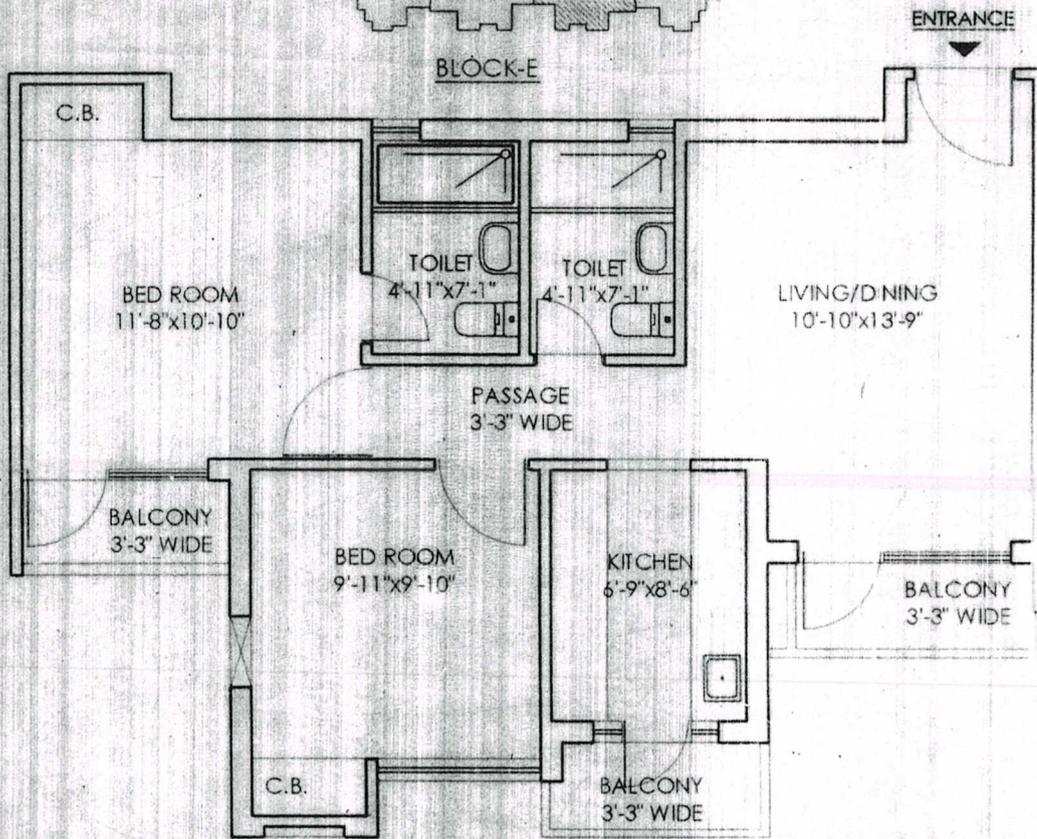
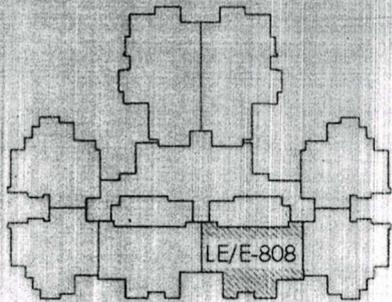
PHOTO WITNESS-1

PHOTO WITNESS-2



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# 868 UNIT PLAN



LE/E - 808

FLAT LOCATION SHOWN IN ELEVATION (NOT TO SCALE).

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**FLAT DETAIL:**

UNIT PLAN OF FLAT NO. LE/E-808, "LUXURIA ESTATE" AT ADITYA WORLD CITY, SHAHPUR-BAMHEITA, OFF N.H.-24, GHAZIABAD, U.P.  
ORIENTATION OF THE FLAT MAY VARY.

**AREA:**

SUPER AREA= 965 SQ.FT. OR 89.68 SQ.MT.  
BUILT-UP COVD. AREA=773.251 SQ.FT. OR 71.836 SQ.MT.

FLOOR NO.- 8 TOWER- E TYPE- 2

**SELLER:**

For Aggarwal Associates (Pvt.) Ltd

**PURCHASER:**

*[Handwritten signature]*

**SCALE:**

N.T.S.

VENDOR

VENDEE

Pan No. (BMKP 85289B)

WITNESSES:

- Prakash Singh*      *Prakash Singh*
1. Prakash Singh s/o s/h. Rajkumar Singh  
10, New Rajdhani Enclave, Delhi 92

- Dharmendra Dhama*      *Lalchou Singh*
2. Dharmendra Dhama s/o s/h. Lalchou Singh  
Chamber no. 71, Tehsil Compound, Ghaziabad.

DRAFTED BY :-Drafted By **SHYAMVIR SINGH ADVOCATE** {Regn. No. D-1046/2001}

Chamber No-71, Tehsil Compound Ghaziabad. Phone Mobile

No.9810331874

MATTER-17.11.15 (OK)

(88)

R. 870

(90)

आज दिनांक 27/11/2015 को  
बही सं. 1 जिल्द सं. 13374  
पृष्ठ सं. 209 से 248 पर क्रमांक 7493  
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सप निबन्धक, प्रथम

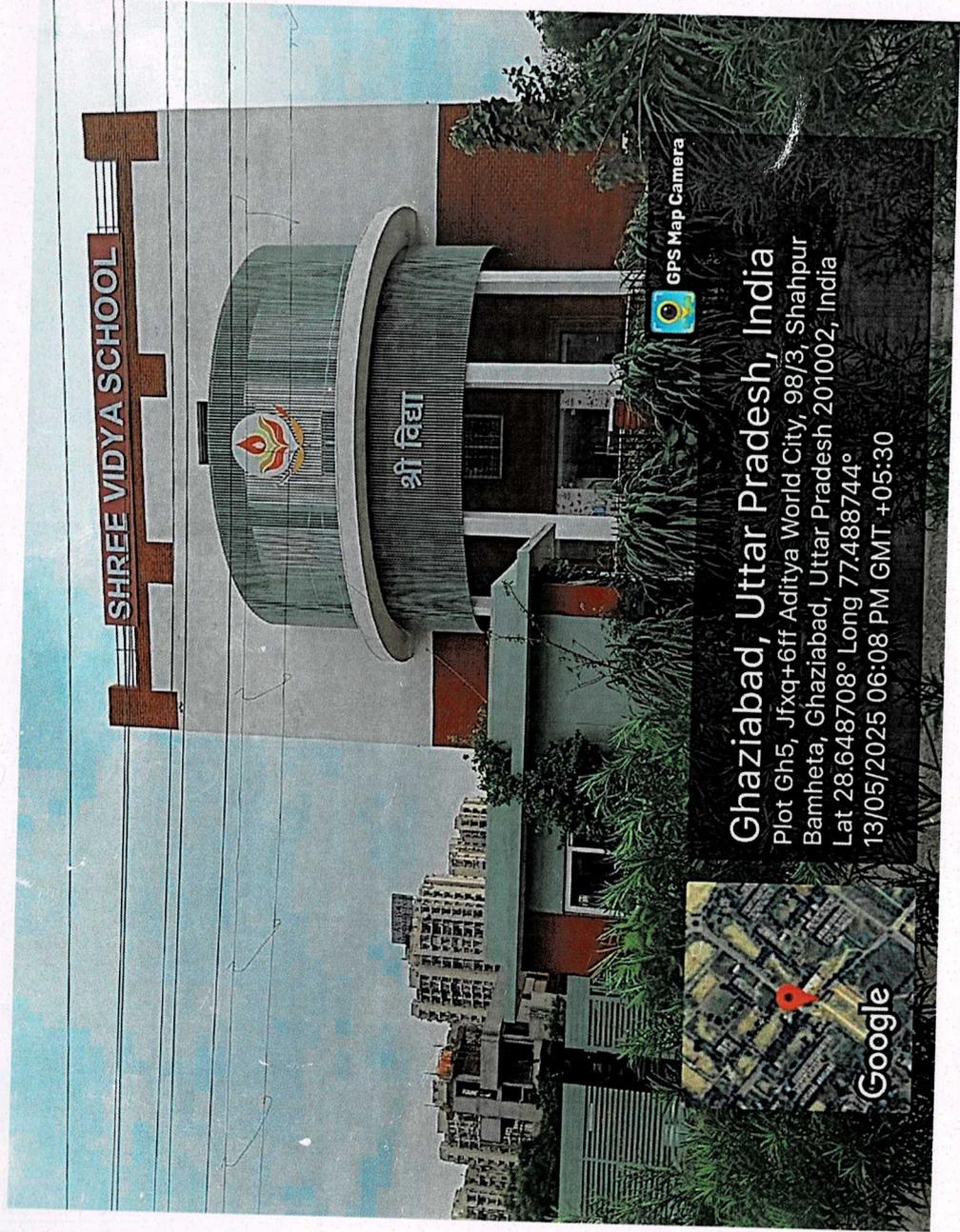
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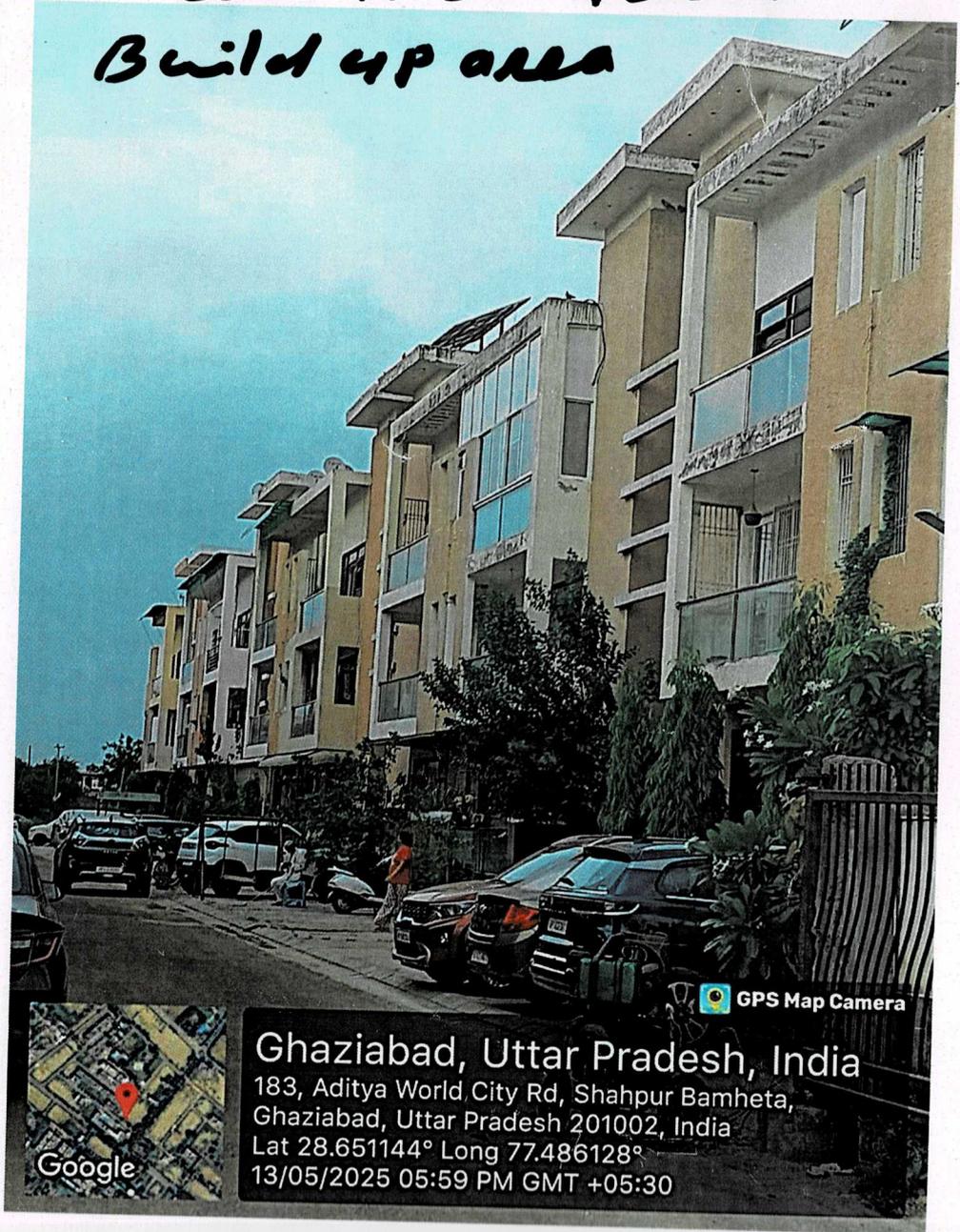
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# School



# Low Rise floors Build up area



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