

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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दृष्टि

APPLICANT

Through

Place:

Date: 24.06.2025



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

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**REJOINDER ON BEHALF OF THE APPLICANT TO THE
REPLY FILED BY THE RESPONDENT NO. 4**

MOST RESPECTFULLY SHOWETH

BRIEF FACTS

- A. Around 30 years ago the settlement of village abadi of Shahpur Bemheta was in 2 parts with growth of population both are merged into one. Now today it is settlement of more than 60,000 populations.

- B. The gravity network of ground pipelines for fresh ground water, waste water and storm water have not been laid down by the local or the district administration. There were many irrigations gravity network of drains connected with tube wells constructed by irrigation department. These gravity networks of drains were being used for out flow of storm water, waste water and fresh water from tube wells for irrigation purposes from the village abadi. These drains are still in existence. **As per enclosed SAZRA PLAN of the village annexed as Annexure - 1.**
- C. The respondent no.2/PP was issued a licensed for developing a township in the village area for 185 acres of land which is situated at northern peripheral side of village.
- D. The respondent no.2/PP during the execution of the project has blocked the gravitational out flow of storm water, waste water of north east side of the village as given below:

- i) A gravity drain from village abadi towards township area has been blocked by respondent no.2 at khasra no. 2257 of the township with boundary wall; **(Copy of Satellite photograph is annexed as Annexure - 2)**

- ii) A gravity drain from village abadi towards township area has blocked by the respondent no.2/PP at khasra no. 2063 of the township with boundary wall; **(Copy of Satellite photograph is annexed as Annexure - 3)**

- iii) A gravity drain from village abadi towards township area upto a natural pond which is situated on the land of khasra no. 1758 of the township. Because of boundary wall constructed by the respondent no. 2 the out flow water of the village was blocked and untreated domestic effluent alongwith storm water accumulating in the said pond. **(Copy of Satellite photograph is annexed as Annexure - 4)**

- iv) In rainy seasons all open area between boundary wall of township and village abadi submerged with filthy waters. **(Copy of Satellite photograph is annexed as Annexure - 5)**
- v) A more than 300 years old banyan tree existing adjacent to pond area which may fall shortly due to the polluted water of the pond reached and accumulated around the root of the said tree. **(Copy of Satellite photograph is annexed as Annexure - 6)**
- vi) The respondent no.2 has left the people of village for live and die in polluted environment by blocking the out flow of the waste/rain water without making any alternate arrangement.

PRELIMINARY SUBMISSION:

1. The respondent no. 4 failed to disclosed in its report dated 18.03.2025 with regard to provisions of wind barriers, dust screens, anti-smoke guns, covering raw building material at construction and RMC sites are

not being followed by the respondent no.2/PP in view of the direction no.69 dated 02.11.2022 and direction no. 85 dated 02.12.2024 issued by the "Commission" under CAQM Act, 2021. **(Copies of Satellite photograph annexed as Annexure - 7).**

2. Further the respondent no.4 failed to disclosed in its report dated 18.03.2025 the compliance of operation DG set in the township area regarding standards for stack and emission under Air Act, 1981 and under directions issued by Commission under CAQM Act, 2021 have not being followed by the respondent no.2/PP since long time. **(Copies of Satellite photograph annexed as Annexure - 8).**

3. Further the respondent no.4 in its report dated 18.03.2025 did not mentioned about a large quantity of rice husk ash (RHA) has being stored in the area of khasra no. 1672 near village abadi of the township area by the respondent no.2/PP since long time, knowingly 90% compositions of RHA are metallic compounds (silica) and its particulate sizes are pm 2.5

and pm 10 in the form fine ash. Its air floating is not protected by the PP under Air Act, 1984 and CAQM Act, 2021, further it also making more poisonous the logged water of the adjacent pond. **(Copies of Satellite photograph annexed as Annexure - 9)**

4. That the respondent no.4 and respondent no.2/PP failed to disclose the date of DPR and lay out plan of the said township.
5. As per development agreement between respondent no.2 /PP and respondent no. 3 / GDA the date of start of work for this project shall be treated as the date of approved of DPR by government agencies i.e. GDA.
6. The operation phase of project of the township has started 2015 onwards as many flats of group housing and ground plus 4 have been constructed and handed over to its allottees through registered sale deed. **Certify copy of registered sale deeds are enclosed as Annexure - 10.**

7. In view of the above submission the CTE dated 28.01.2015 and CTO dated 30.09.2021 issued by respondent no.4 under Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 are ex-post facto as per law laid down by Hon'ble Supreme Court of India.
8. Further as per General condition no. 50 of the EC dated 07.10.2013 "All necessary statutory clearances should be obtained and submitted before start of any construction activities and if this condition is violated the environment clearance, if and when given, shall be automatically deemed to have been cancelled". So CTE and CTO issued in violence of the general condition of said EC is not valid and "non-est" in the eyes law.
9. That as per para no. 3 of Specific Conditions of CTE dated 28.01.2015 the unit shall be in operation after issue of CTO, however, the respondent no.2/PP got CTO which has been issued by respondent no.4/UPPCB on 30.09.2021.

10. The respondent no.4/UPPCB in its inspection report dated 18.03.2025 unable to find out the date of operation of STP because of the following facts:
- 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 and water and air act were not available in the UPPCB;
 - d) As per para no.4 of CTE dated 28.01.2015 the respondent no.4/UPPCB has ensure the inspection of the STP before its operation, for which no record available in the office of the UPPCB
 - e) 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

- f) As per 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.
- g) 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.
11. That as per para 1(b) and para 8 of CTE dated 28.01.2015 the PP has to establish a domestic effluent plant with capacity of 5550 KLD for treatment of 4641 KLD domestic inflows. It is admitted fact that PP has installed a STP for treatment of domestic effluent of capacity 2400 KLD only. It is further submitted that this capacity of 2400 KLD is not as per CTE issued to PP and same has not disclosed by UPPCB in its report dated 18.03.2025. The STP was installed by the PP w.e.f. date of quality inspection of treated effluent dated 14.05.2024.

12. The UPPCB has failed to disclose in its report with regard to alternative arrangement of treating the domestic effluent during the operation phase of township from 2015 to the date of operation of STP in the year of 2024.
13. The UPPCB in its inspection report dated 18.03.2025 specifically in para no. 8 has admitted that "treated water is being discharged into nearby dasna drain through pipeline". It is submitted that the size of the said pipe line is 4 feet diameter which is covering one kilometre distance started from the township which was laid down in the year 2015 by the respondent no.2/PP for the purpose of discharging the untreated domestic effluent from township to said drain, during the said long period from 2015 to 2024. It is further submitted that during the rainy seasons the said untreated out flow being mixed with rain water in the township area.
14. That the UPPCB has failed to disclose in its inspection report dated 18.03.2025 about a natural pond exists

since hundreds years in the township area and respondent no.2/PP has converted this Pond into the pond of untreated water of village aabadi.

15. That in the rainy season the rain water inflows mixed with the untreated effluent flow to this drain and due to which it is spreading on the larger area of the goan abaadi when it is back flow form the pond.
16. The UPPCB in its report dated 18.03.2025 find main observation of para D (iv) "During inspection, water logging is not observed in nearby area of project as effluent coming from village Shapur is being discharged through local drain in Dasna Drain". It is submitted that the said observation is wrong, denied and disputed as its not giving true picture and ground reality of the village effluent and rain water. The village aabadi is surrounded by the township from three side i.e. in North Aditya World City/ Urban Home, in South SMV agencies and Sare Saamag, In west SMV agencies and MGF developer. The respondent no.2/PP has constructed a boundary wall on the entire north side of

the village abadi without making any alternative arrangement for discharge of domestic untreated effluent and rain water of the northern side of village aabdi, since the village abaadi is existing more than 500 years and no basic amenities like sewer, drainage, and drinking water have been provided by any civic authority, therefore, in the absence such facility the entire village abadi is living in such unhygienic and pathetic condition since then the respondent no.2/PP come into existence in the name of developing the Integrated Township. It is further submitted that the respondent no.2/PP is duty bound to make and provide such basic amenities to the village abadi while developing the Integrated township, UPPCB in tis inspection report is silent on this fact.

17. That as per inspection report dated 18.03.2025 an EC dated 13.05.2015 of a group housing of M/s. Utility Estate Pvt. Limited (Urban Home) for a built area 1,80,813.22 square meter it comes under category 8b of EIA notification 2006. This report also include CTE dated 13.12.2015 issued by UPPCB, CTO dated

25.11.2021, STP test report dated 24.03.2025 issued by UPPCB. Finding in para 9(ii) of the report confirm that there is gravity network of pipeline to discharge 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, without compliance report which has to be submitted to UPPCB.

18. That the flats at Urban Home project were sold since 2018 onwards. In view of above facts, it is much essential to find out whether the environmental compliance was made during the execution of the said project or not.

PARAWISE REPLY:

1to5 Para 1 to 5 of the affidavit needs no reply as same is matter of record.

- 6(i) It is submitted that as per development agreement dated 07.05.2007 M/s. Aggarwal Associates Consortium has to develop the township and accordingly it has applied for EC which was issued on 31.10.2007 by Environment Appraisal Expert Committee constituted by MOeF Government of India. As per the said EC the specific condition for respondent no.2/PP, consent for establishment (CTE) shall be obtained from UPPCB and a copy shall be submitted to the Ministry before start of any development/construction work. It is further submitted that neither the respondent no.2/PP nor the UPPCB has furnished any such certificate with its reply, therefore, it can be assumed that the PP has not apply and received any CTE before carrying out any development/constructions activities.
- (ii) It is submitted that the EC issued on 07.10.2013 is not the prior EC, because the respondent no.2/PP has obtained one EC dated 31.10.2007 for total built-up area 9,76,681 square meters, whereas the alleged EC

dated 07.10.2013 issued for development of Integrated township area of 747435 sq. meter for proposed built-up area of 13,95,596.98. It is further submitted that neither answering respondent nor respondent no.2/PP has disclosed as to from which date the built-up area has been increased from 9,76,681 sq. meter to 13,95,596.98 square meter. Therefore, in the absence such crucial information it cannot be said that the EC dated 07.10.2013 is prior EC as mandatory under EIA notification 2006. The answering respondent has failed to notice as to how and what basis the proposed built-up area was increased to 13,95,596.98 square meter. As per then GDA byelaws the proposed built-up area cannot exceed more than 9,76,681 sq. meter. Therefore, the EC dated 07.10.2013 is invalid.

- (iii) The PP has to obtain CTE before start of any development/constructions work at site, which was started in the year of 2007. Therefore, the CTE dated 28.01.2015 and 10.09.2024 is ex-post facto. As it

cannot have issued to after 8 or 17 years from the starting of the development work.

- (iv) The CTO is required to obtain before operational phase of development/construction. In the present case the respondent no.2/PP started its operational activities in the year of 2015. Therefore, the CTO dated 30.09.2021 and 21.12.2023 is ex-post facto as stated in the foregoing para.
- (v) The contents of para under is denied and disputed. It is evident that the STP is in operation after obtaining the CTO, however, neither respondent no.2/PP nor UPPCB has disclosed the date of installation of said STP. It is relevant to mention here that more than 2000 persons are residing since starting the operational phase i.e.2015. Therefore, from 2015 till the operation of STP the untreated effluent has been discharged from township through a pipe line as stated above from project site to dasana drain, as PP has not disclosed t the other alternative to discharge the said effluent.



(vi) and (vii)

It is submitted that the inspection conducted in the presence of representative of the respondent no.2/PP but UPPCB has not inform or called to applicant or any villager at the time of inspection on 18.03.2025. It is further submitted that as per specific condition of EC dated 31.10.2007 "The installation of the STP should be certified by an independent expert and a report in this regard should be submitted to the Ministry before the project is commissioned for operation". No installation report is furnished either by PP or UPPCB.

(viii) It is submitted that in the absence of flow meters at inlet/outlet and logbook of STP's, the date of installation can be assumed that it was installed in the 2024 after notice has been issued Hon'ble Tribunal, unless the respondent no.2/PP strict proof of the installation of the STP at the project site.

7to10 That contents paras under reply are denied and disputed. It is submitted the Urban Homes is developed by Utilities Estate Private Limited and

respondent no.2/PP are owned, managed and controlled by the same management. It is further submitted that the UPPCB in its affidavit has admitted "possibility of discharge of effluent through same cannot be ruled-out".

11. That the contents of para 11 need no reply being matter of record.

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) Report submitted by the Respondent No. 4 is ague report and not considered relevant provision of law, therefore it is liable for rejection.
- b) To constitute and appoint the independent joint committee to ascertain the entire environmental damages cause by respondent no. 2.

- c) 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

३२/२५

APPLICANT

Through

Place:

Date: 24.06.2025


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

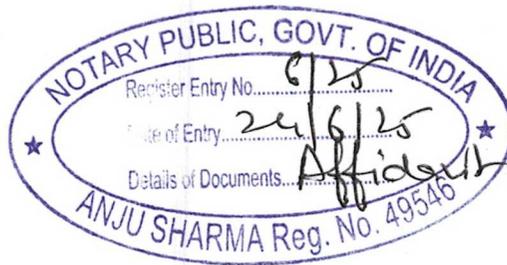
DEPONENT

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

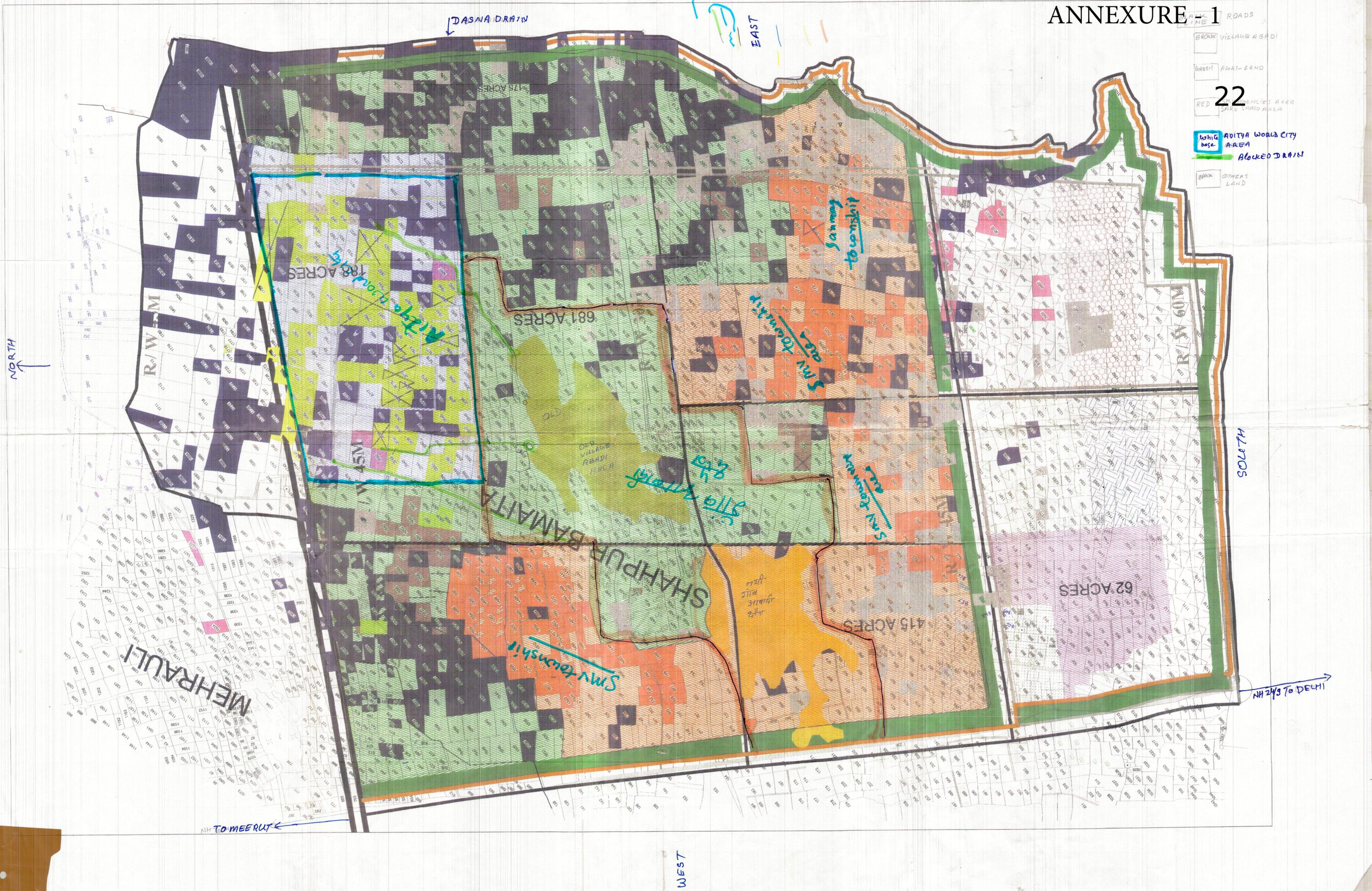


ATTESTED

Anju Sharma
NOTARY PUBLIC
DELHI (INDIA)

24 JUN 2025

ANNEXURE - 1



22

- BROOK VILLAGES ABADI
- GREEN AGRICULTURE LAND
- RED URBAN ENCROACHMENT AREA
- WHITE ADITYA WORLD CITY AREA
- BLACK OTHERS LAND

NORTH

WEST

SOLTA

NH 24 TO DEHLI

NH TO MEERUT

DASNA DRAIN

EAST

178 ACRES

681 ACRES

62 ACRES

415 ACRES

SHAHPURE BAWATI

MEHRAULI

R/W M

R/W COM

45M

SMV Township

SHAHPURE BAWATI

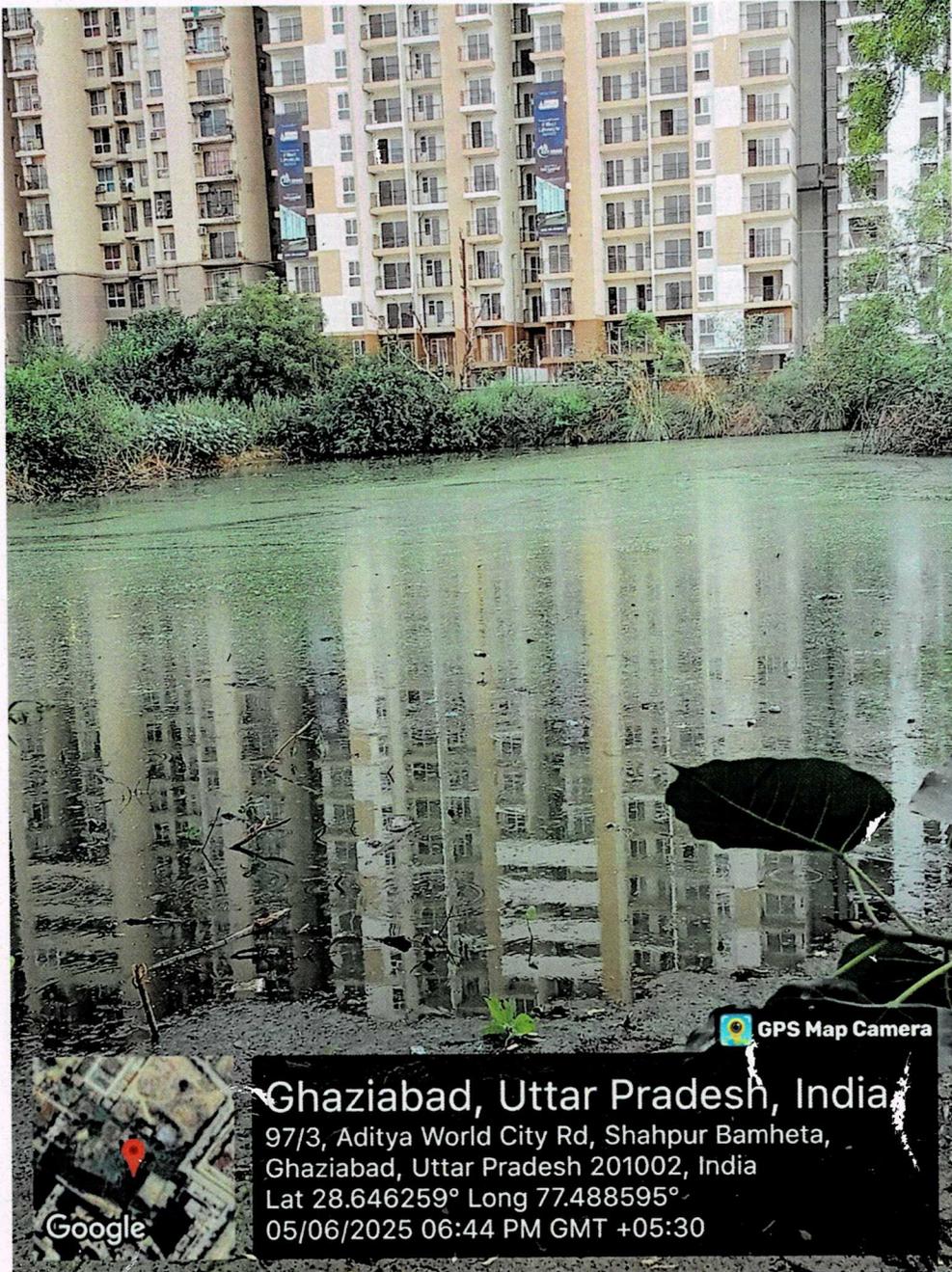
SMV Township

SMV Township

SMV Township

A-2 ANNEXURE-2

23



GPS Map Camera



Google

Ghaziabad, Uttar Pradesh, India

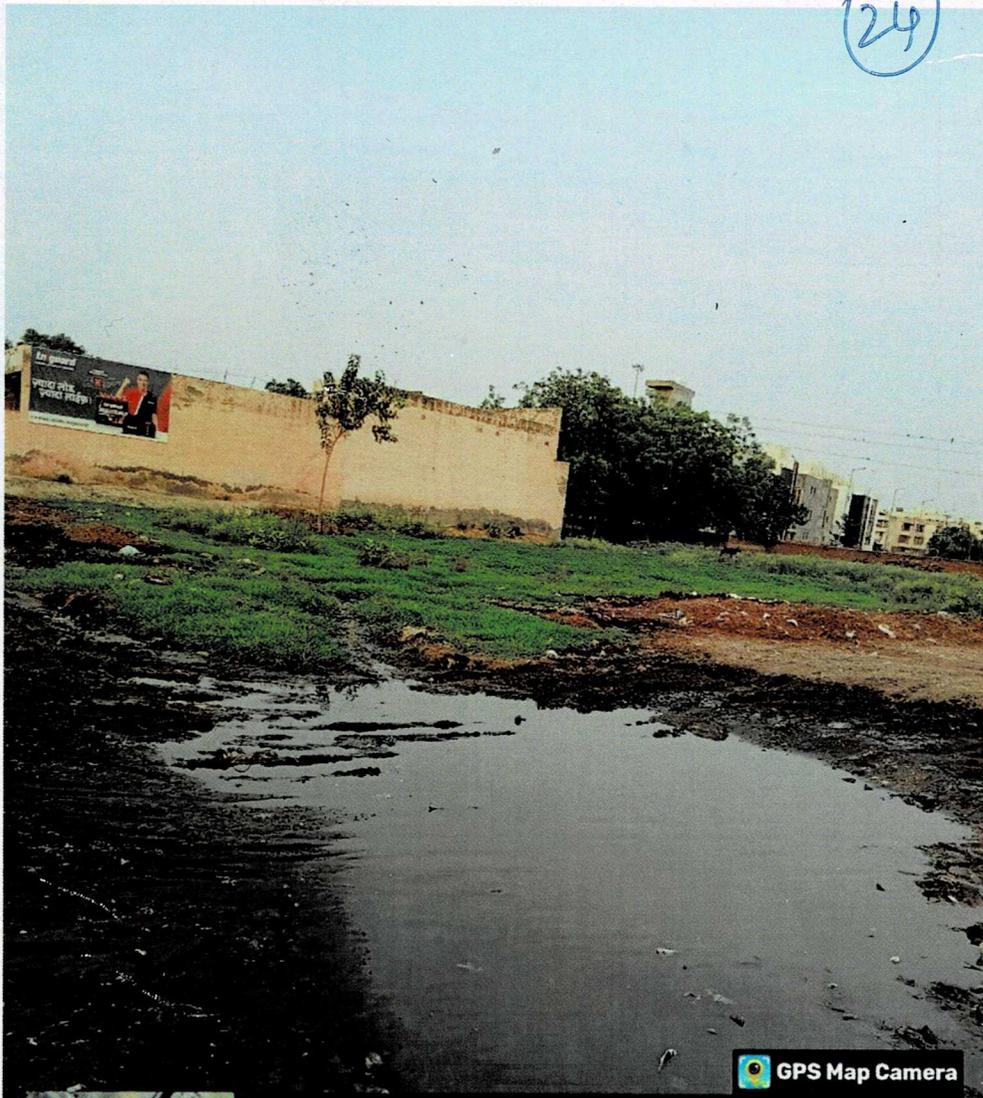
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A-3 ANNEXURE -3

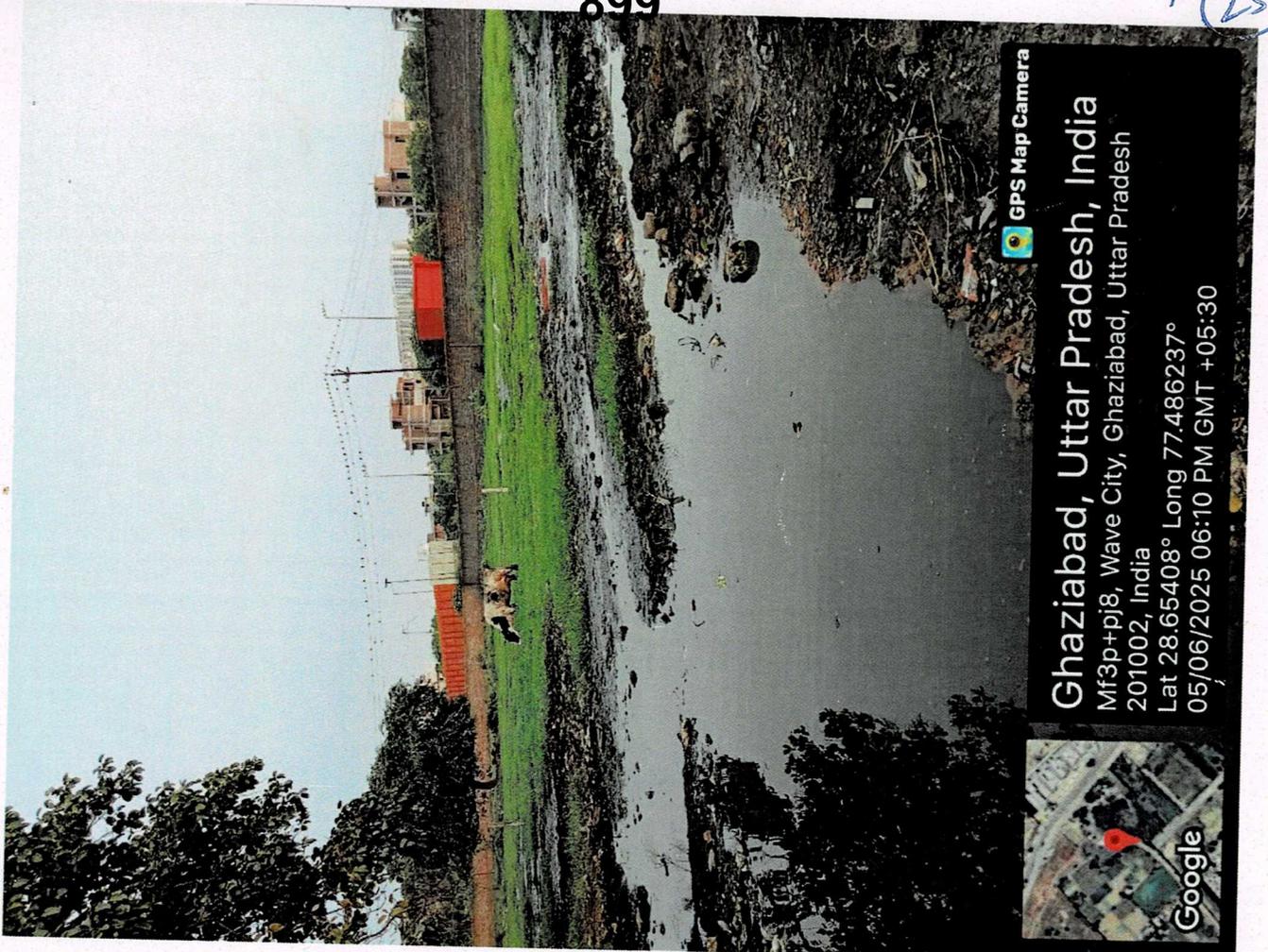
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GPS Map Camera



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GPS Map Camera

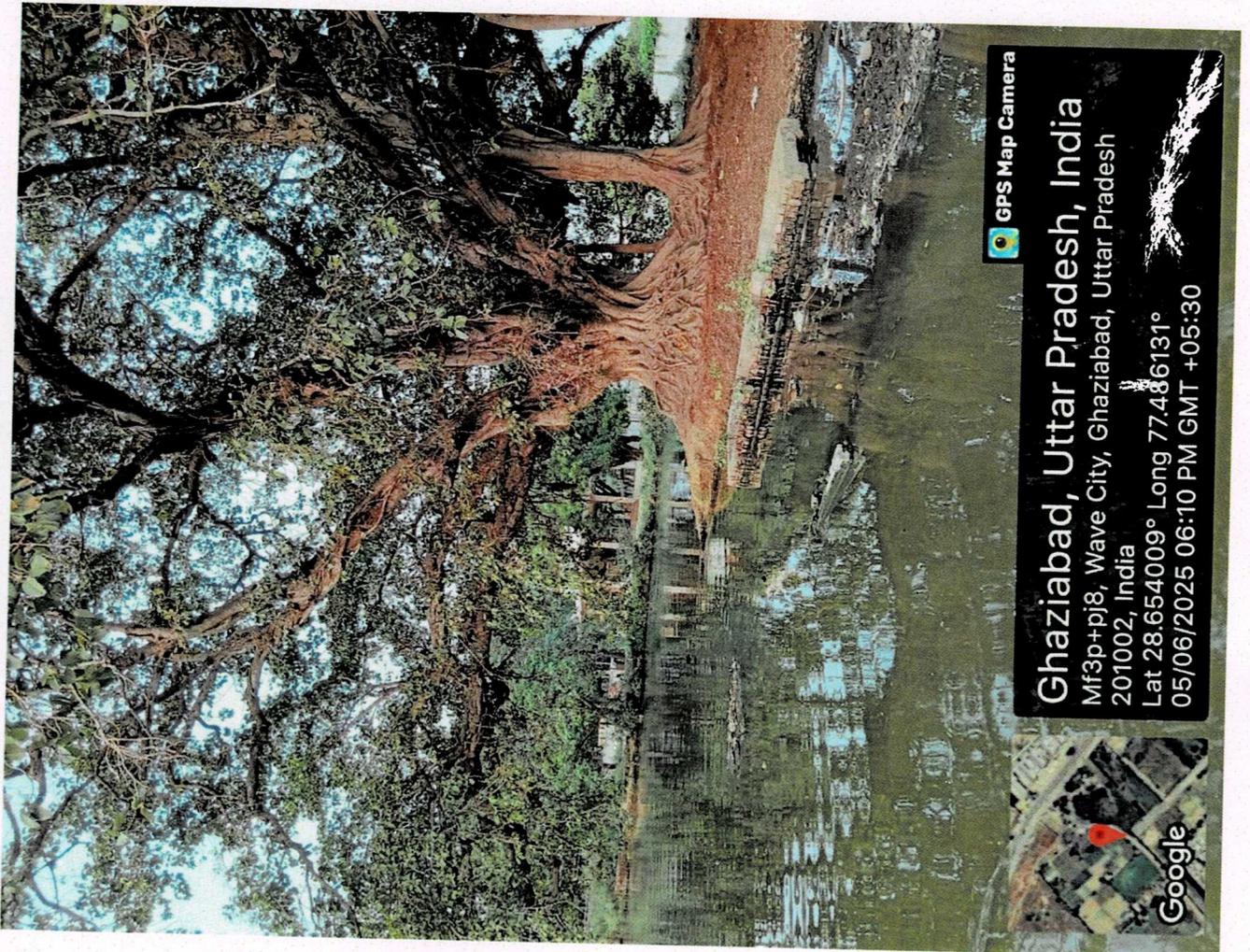
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Google



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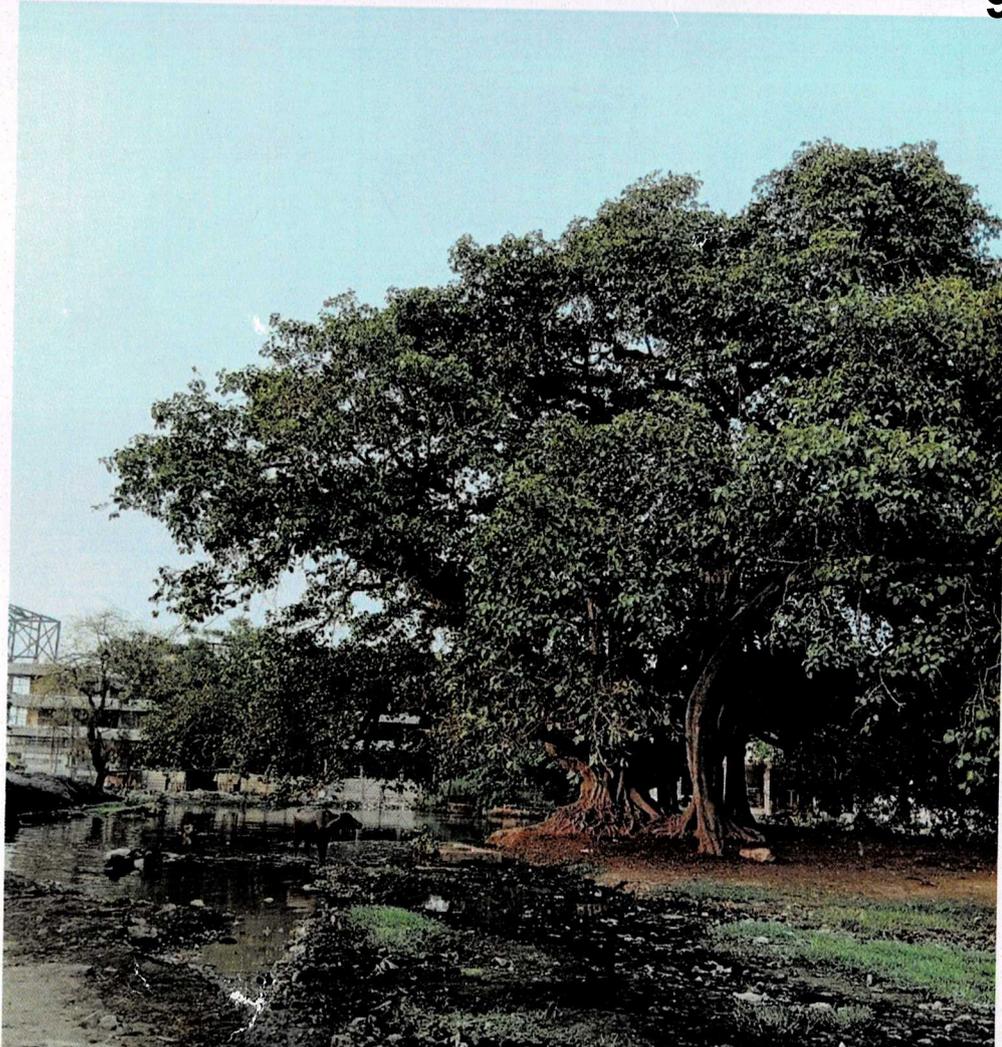
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Google



GPS Map Camera



Google

Ghaziabad, Uttar Pradesh, India

Mf3p+pj8, Wave City, Ghaziabad, Uttar Pradesh
201002, India

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GPS Map Camera



Google

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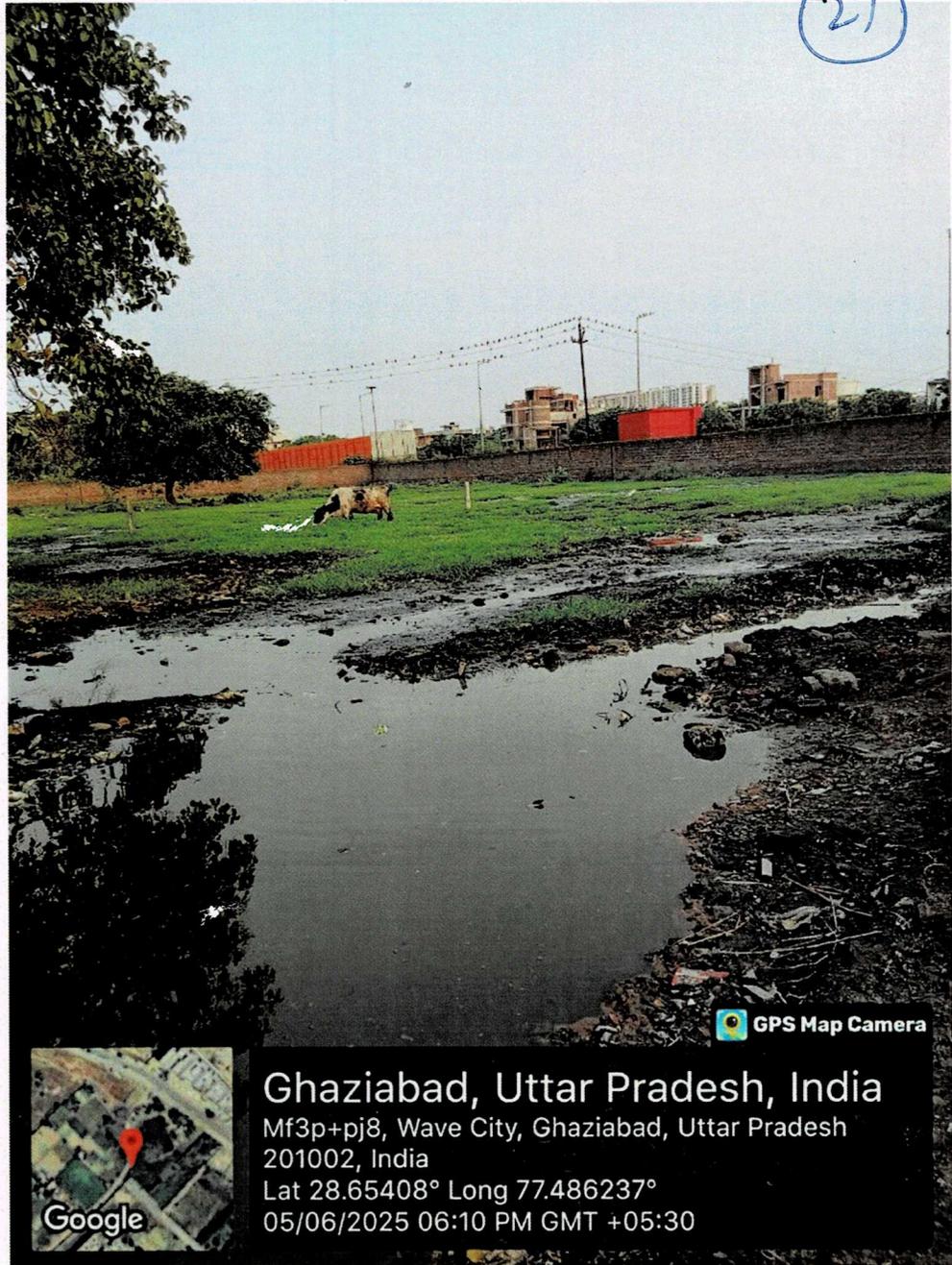
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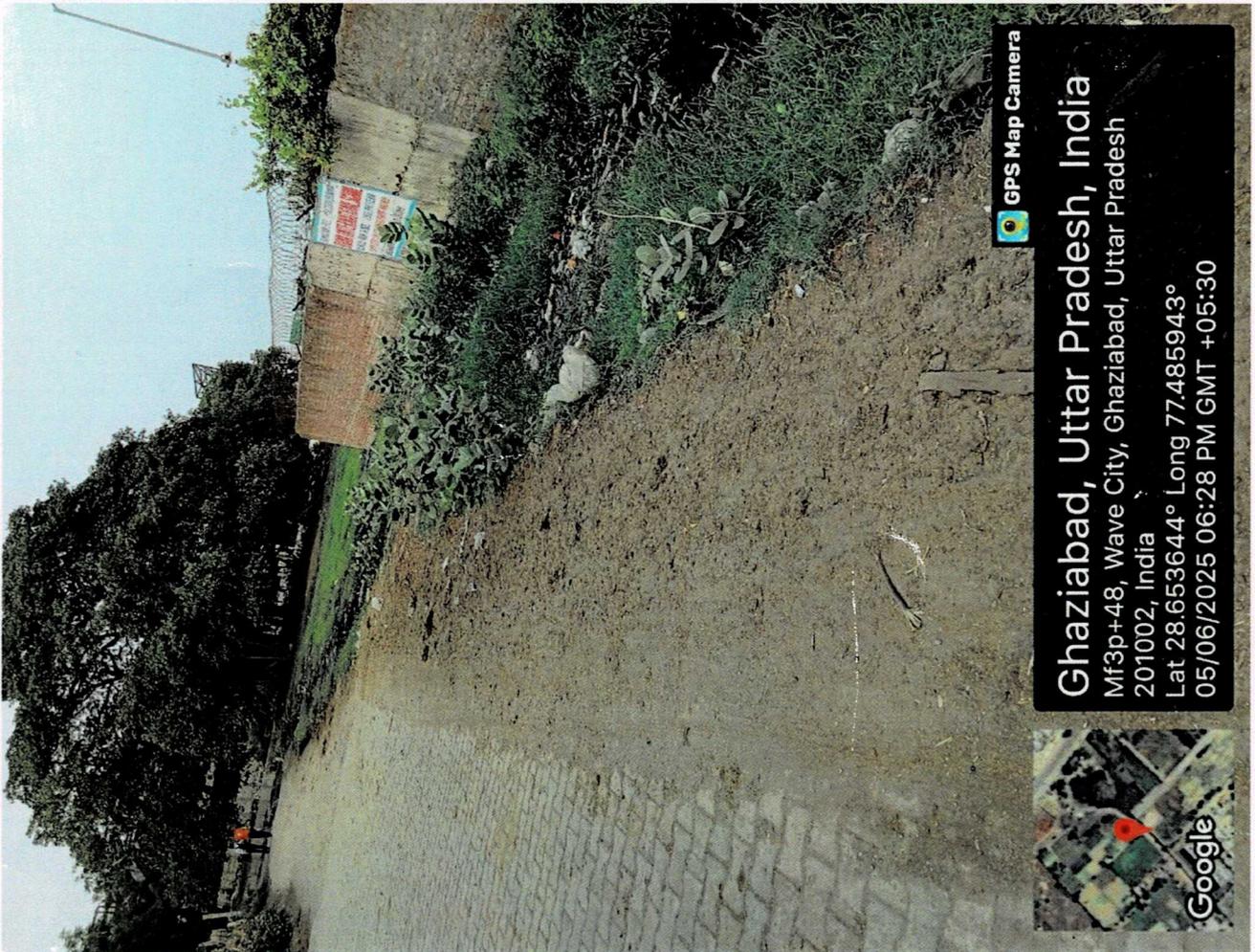
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27

ANNEXURE-5

27



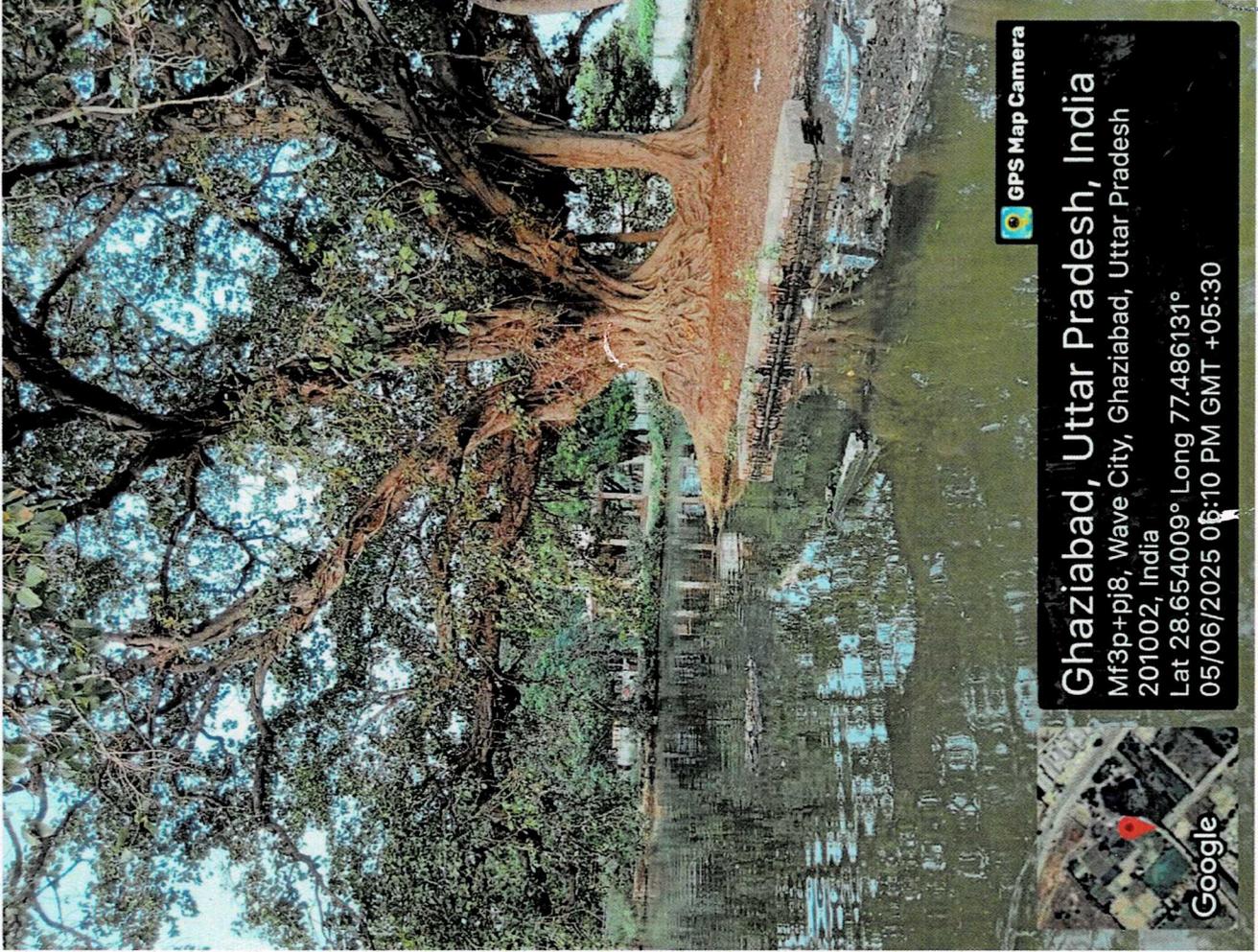


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GPS Map Camera

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201002, India

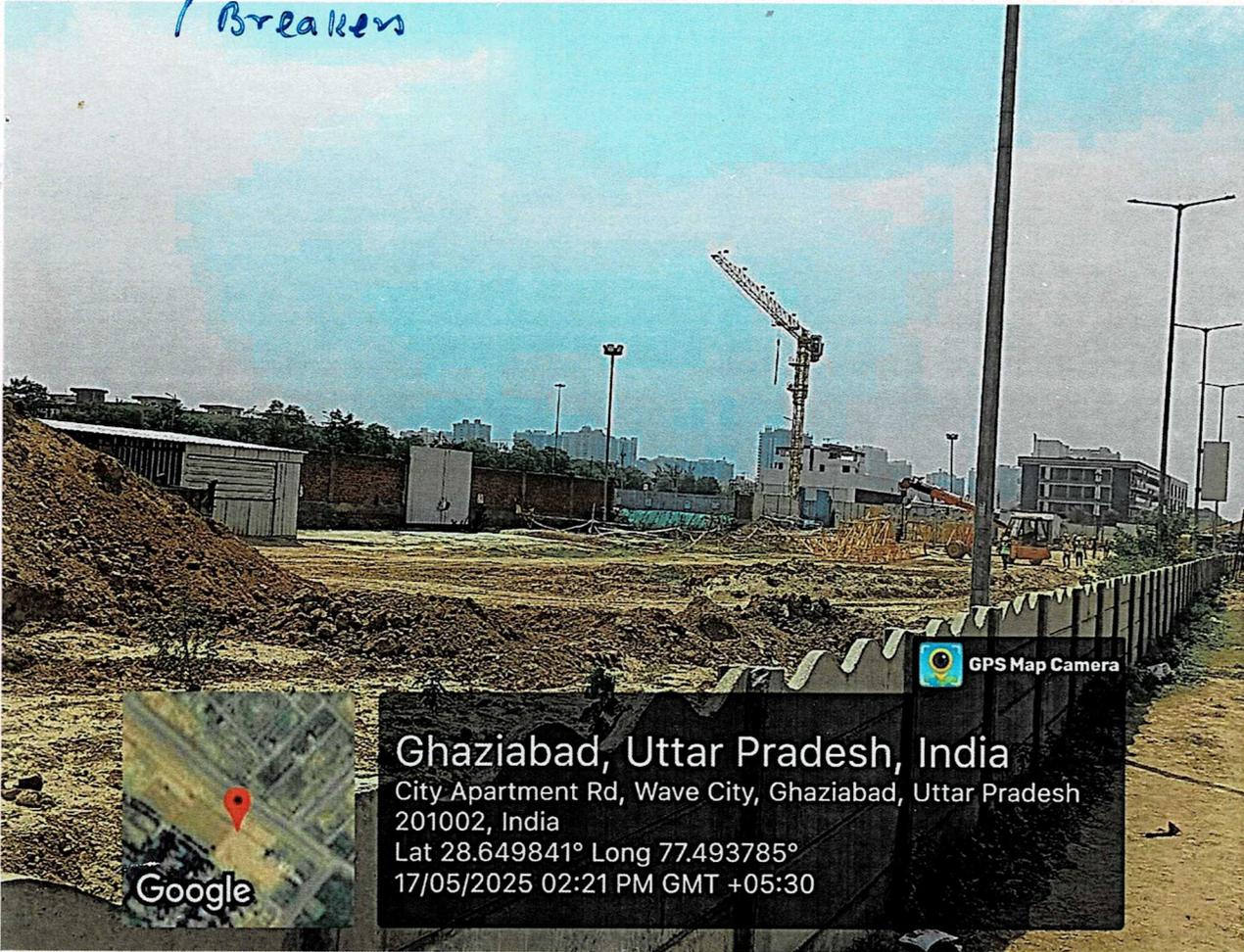
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(Without installation of wind barriers / Breakers

ANNEXURE-7

29



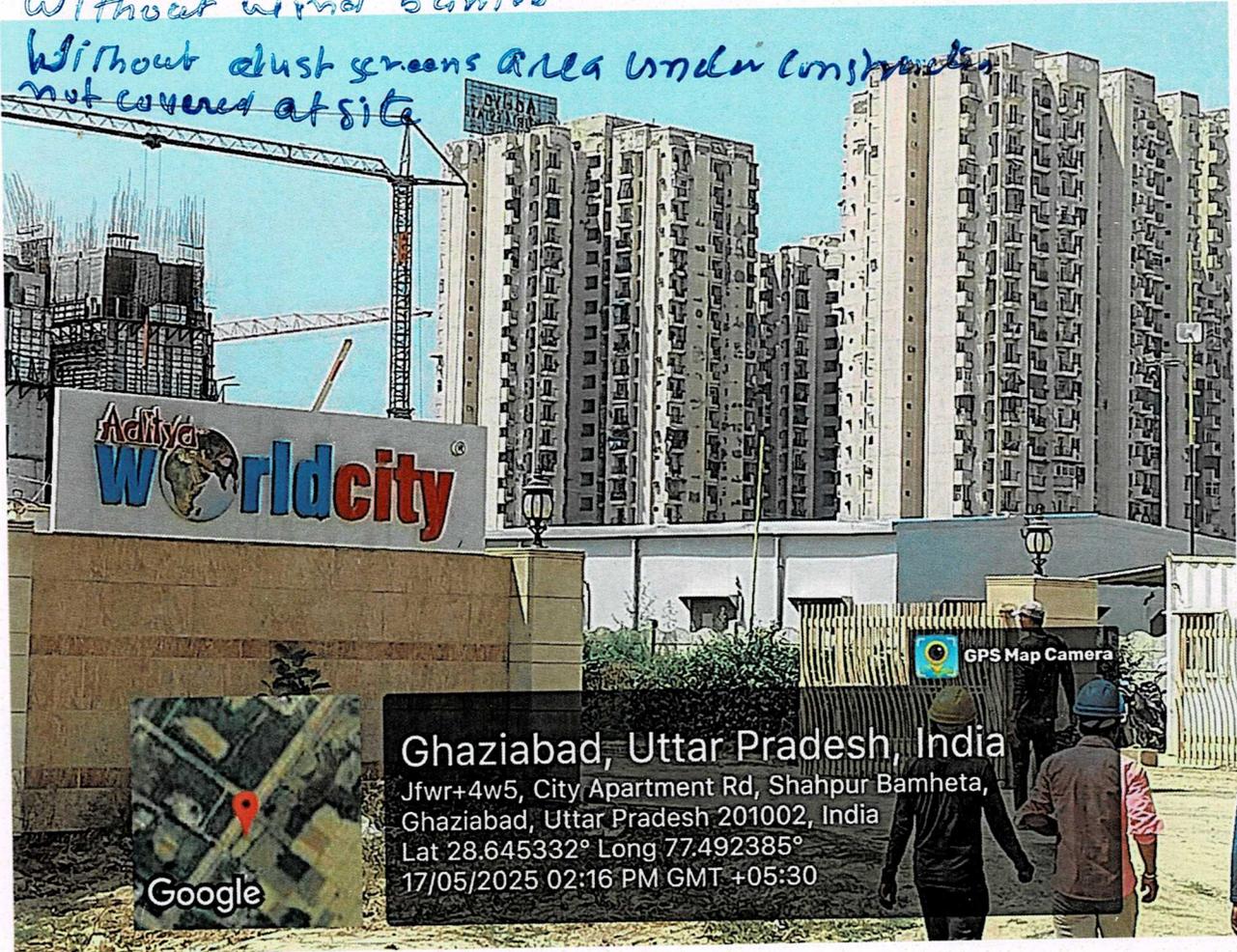
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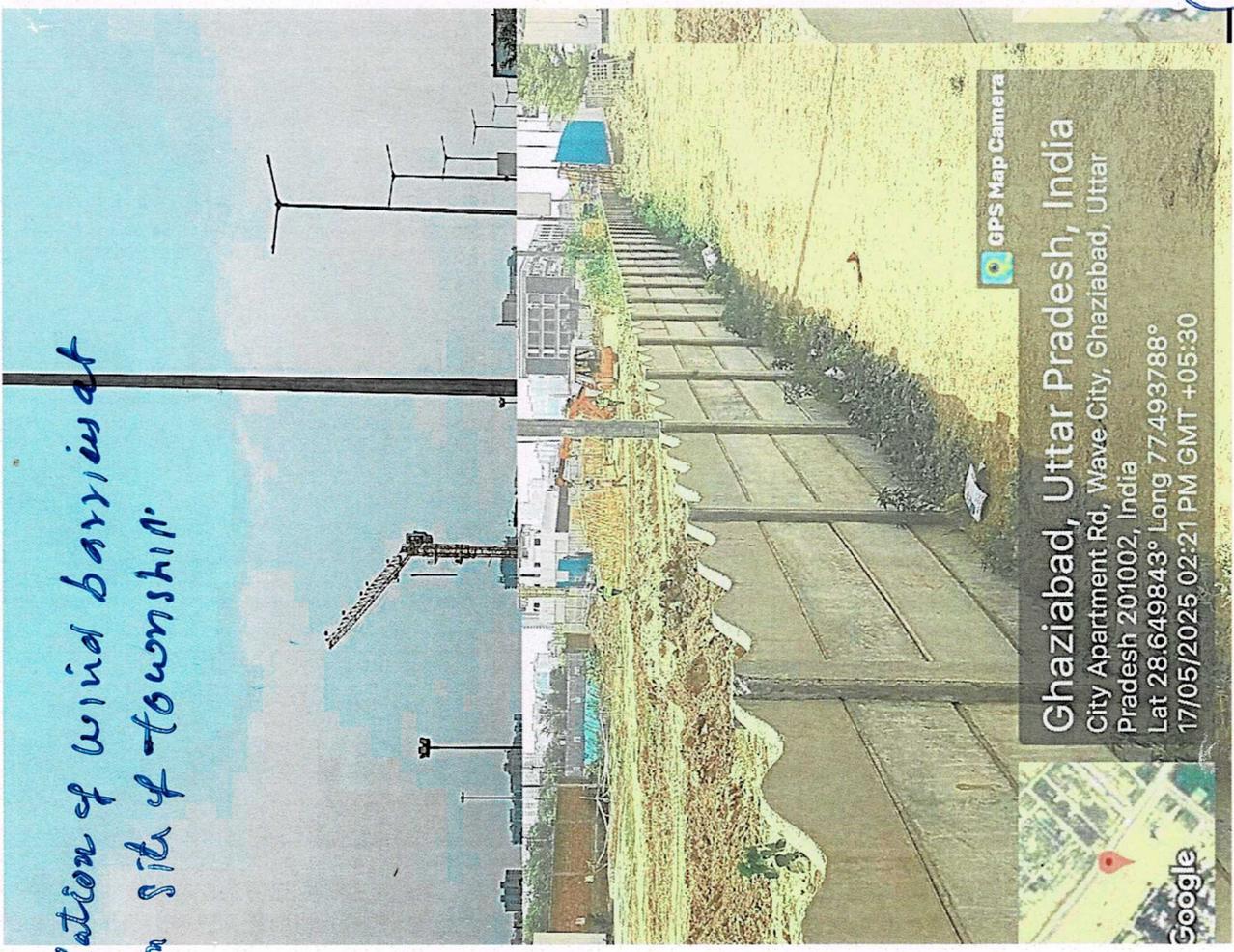
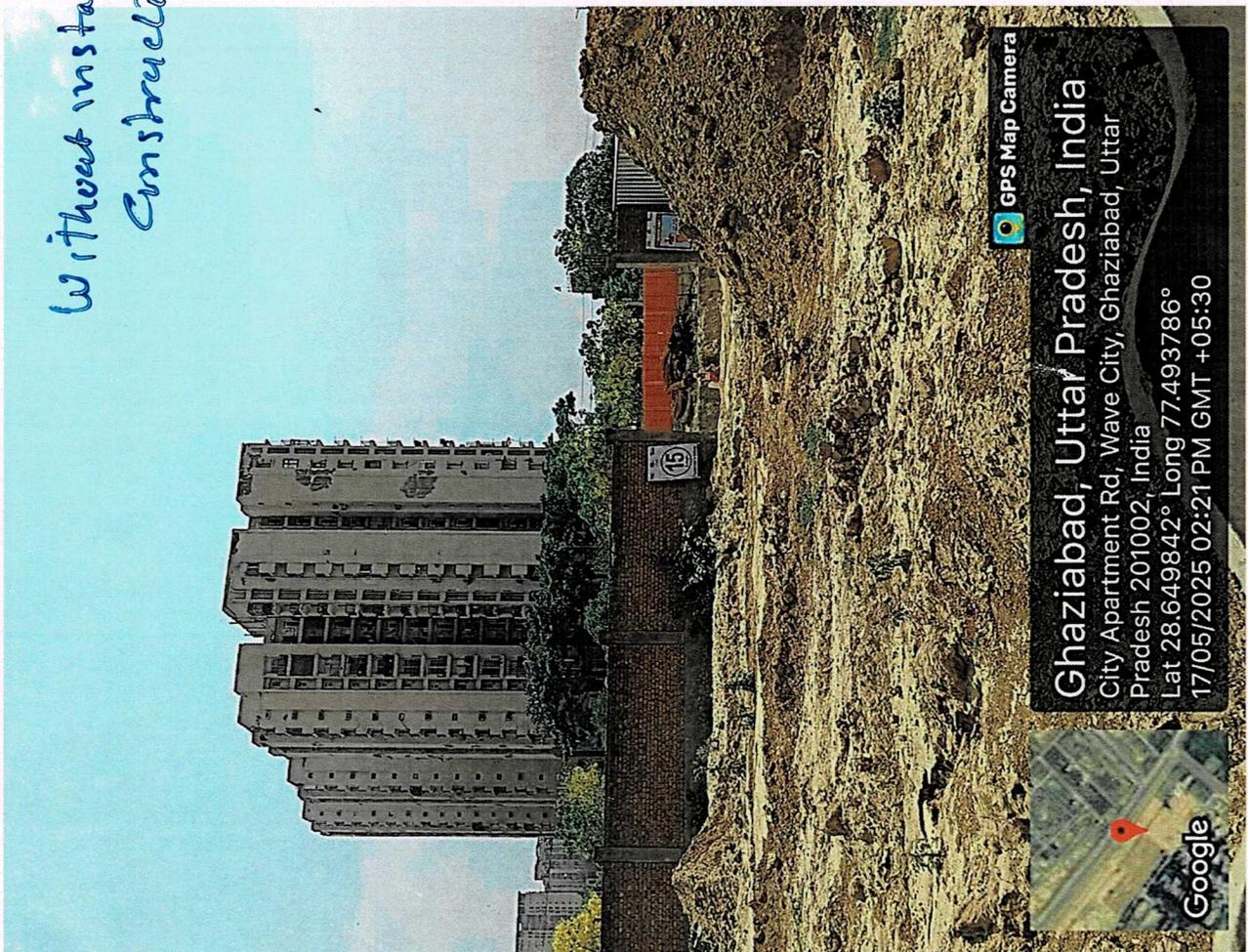
30

Without wind barrier

Without dust greens area under construction not covered at site



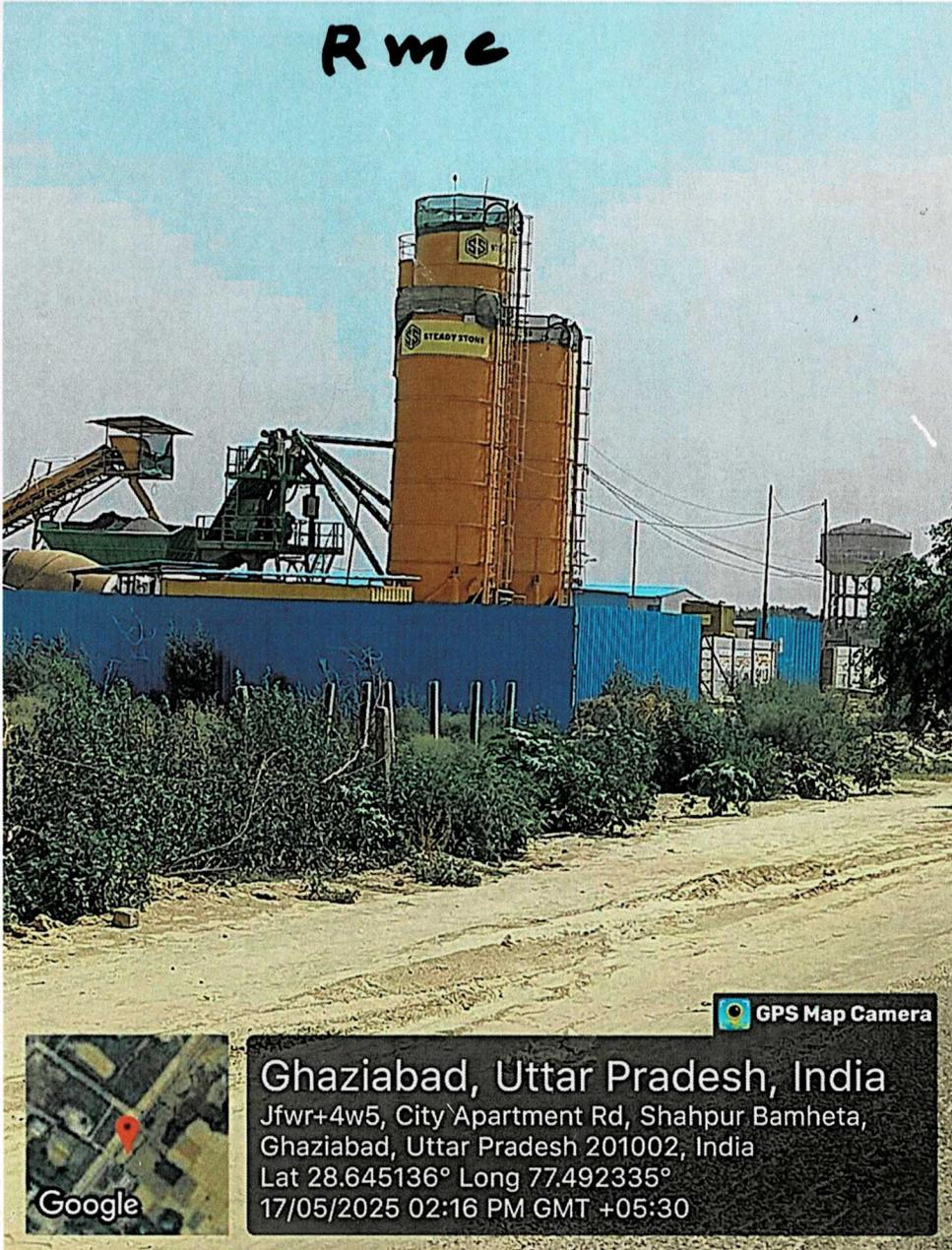
Without installation of wind barrier at
Construction site of township.



906

Constructions of
UH 223

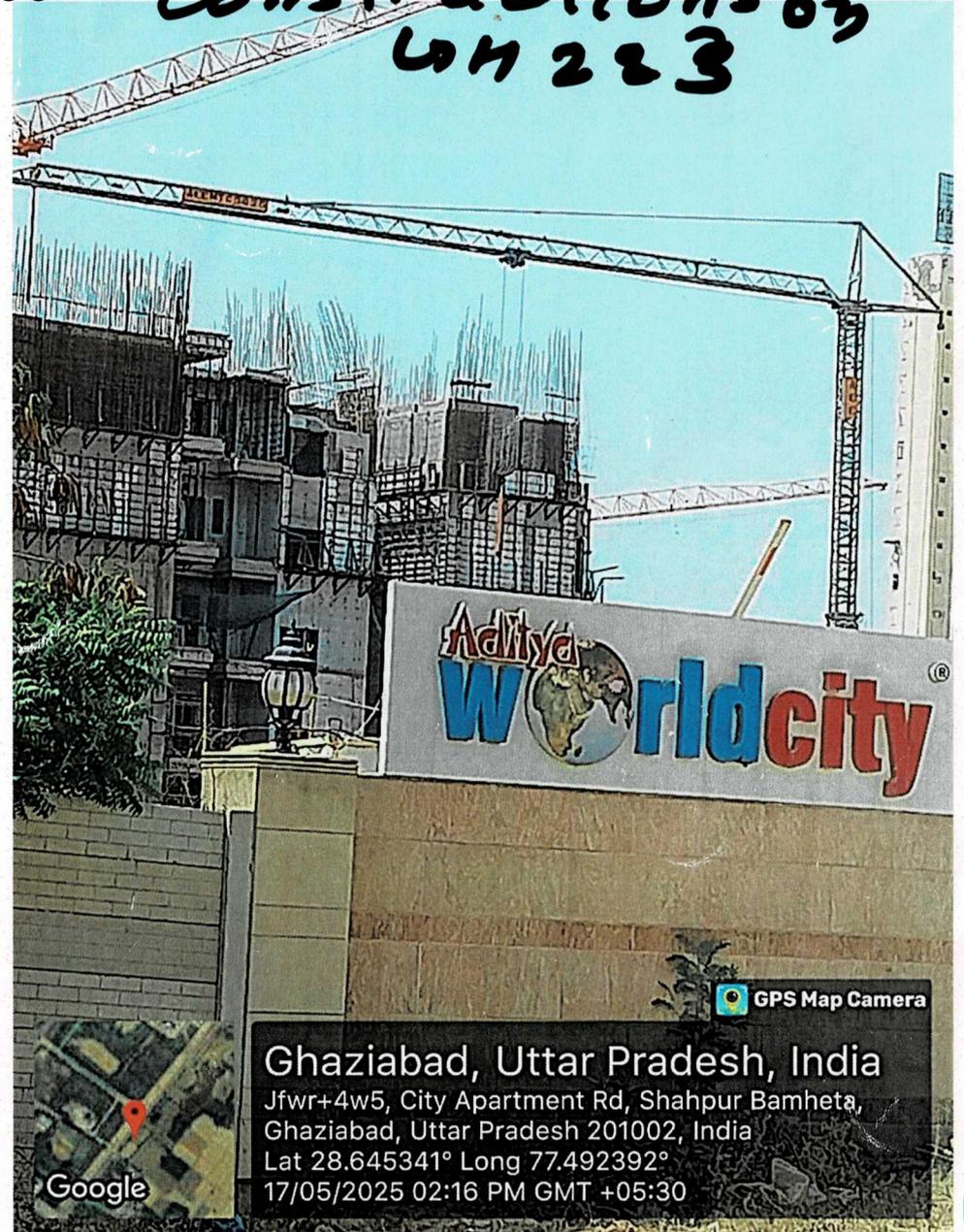
RMC



GPS Map Camera



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GPS Map Camera



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32

D.G. Sets without stack height

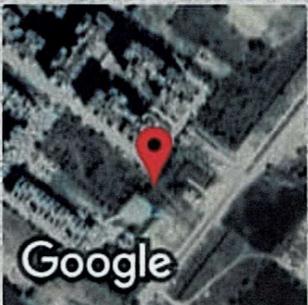
907

ANNEXURE-8

23



 GPS Map Camera



Ghaziabad, Uttar Pradesh, India

Aditya World City, D-1502, City Apartment Rd, Near Manipal Hospital, Shahpur Bamheta, Ghaziabad, Uttar Pradesh 201002, India

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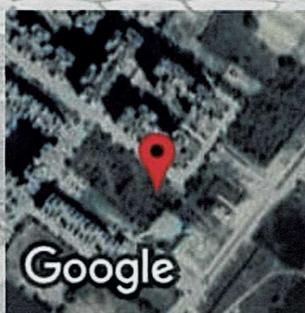
64 sets without stair light

908

34



GPS Map Camera



Ghaziabad, Uttar Pradesh, India
Aditya Urban Homes Tower D, Aditya World City, Aditya World City Rd, Shahpur Bamheta, Ghaziabad, Uttar Pradesh 201002, India
Lat 28.643494° Long 77.489425°
20/06/2025 10:21 AM GMT +05:30

909

Dumping yard of RHA on
land of khasans no 1672 of
township. Opposit to pond
area of wastewater from village
a bairi

 GPS Map Camera

Ghaziabad, Uttar Pradesh, India

Mf3p+pj8, Wave City, Ghaziabad, Uttar Pradesh 201002,
India

Lat 28.654436° Long 77.486065°

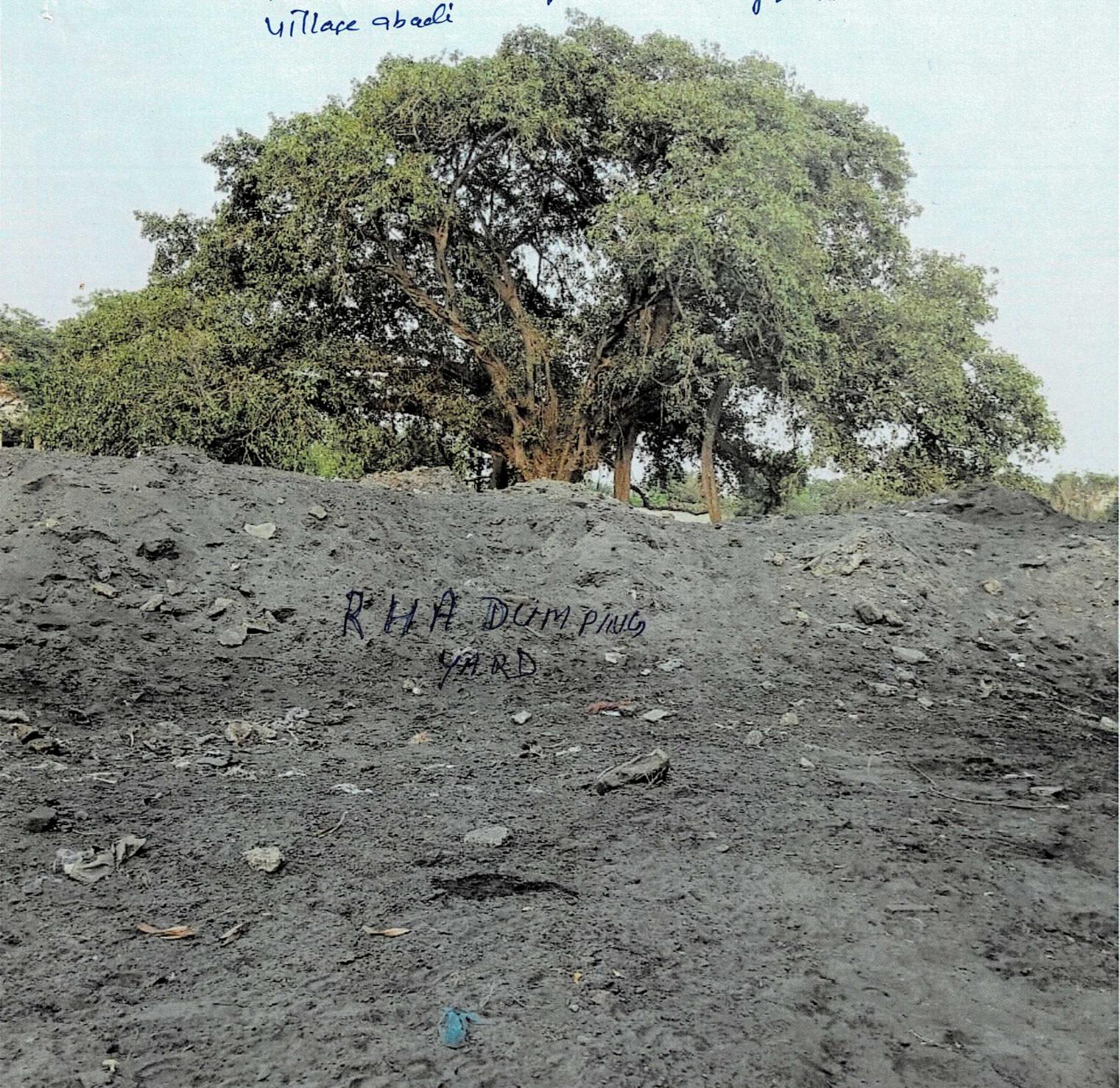
20/06/2025 10:49 AM GMT +05:30

Google

Dumping yard of RHA on

36

land of khasara no 1672 of township
opposit to pond area of waste water from
village abadi



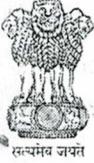
RHA DUMPING
YARD

GPS Map Camera



Ghaziabad, Uttar Pradesh, India
Mf3p+pj8, Wave City, Ghaziabad, Uttar Pradesh
201002, India
Lat 28.654275° Long 77.48587°
05/06/2025 06:08 PM GMT +05:30

31



सत्यमेव जयते

911

INDIA NON JUDICIAL

ANNEXURE-10



37

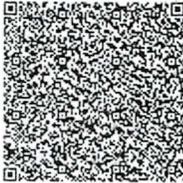
IN-UP11753035025667X

Government of Uttar Pradesh

e-Stamp

ARVIND GOEL
A.C.C. Code: UP14000504
Contact: +91 9818330870
Tehsil Compound Ghaziabad

Certificate No. : IN-UP11753035025667X
 Certificate Issued Date : 21-Feb-2025 01:08 AM
 Account Reference : NEWIMPACC (SV)/ up14000504/ GHAZIABAD/ UP-GZB
 Unique Doc. Reference : SUBIN-UPUP1400050420712869317659X
 Purchased by : OM DUTT KAUSHIK ADVOCATE
 Description of Document : Article 24 Copy or Extract
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : OM DUTT KAUSHIK ADVOCATE
 Second Party : Not Applicable
 Stamp Duty Paid By : OM DUTT KAUSHIK ADVOCATE
 Stamp Duty Amount(Rs.) : 10
 (Ten only)



Please write or type below this line

सत्यप्रतिलिपि का नया प्रमाण 10
 कुल प्रमाण 40
 सत्यप्रतिलिपि का प्रमाण 4833/25

सत्यप्रतिलिपि
 पदा
 सुना
 म
 अधिकारी

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.stampsamp.com or using e-Stamp Mobile App of Google Play Store.
 Any discrepancy in the details on this Certificate and as available on the website / Mobile App, render it invalid.
 2. The onus of checking the authenticity is on the users of the Certificate.
 The State of Uttar Pradesh is not responsible for any loss or damage caused to the users of the Certificate.

912

DOCUMENT SCANNED

7493



सत्यमेव जयते

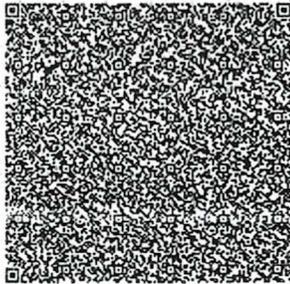
INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

A/D 0000

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

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(Handwritten signatures)

(Handwritten signatures)

0002755019

Statutory Alert:

The authenticity of this Stamp Certificate should be verified at www.india-stamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

SALE DEED

Flat No. LE/E-808, Type- II on 08th 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%

Associated Enterprises Ltd

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2,172,215.00 / 2,172,215.00

विक्रय पत्र

10,000.00
फीस रजिस्ट्री100
नकल व प्रति शुल्क10,100.00
योग5,000
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।
जिम्मेदारी 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।



रजिस्ट्रीकरण अधिकारी के

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.

Power Associates, Lucknow, Ltd.

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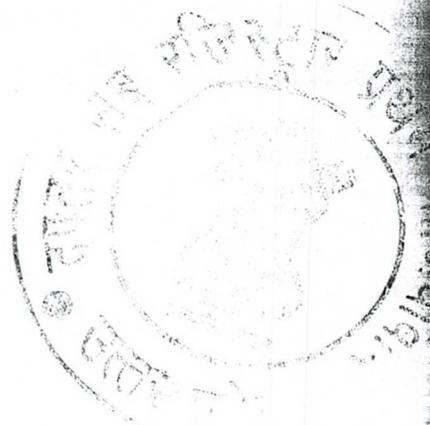
विक्रेता

Registration No.: 7493

Year: 2,015

Book No. :

0101 मै0 अग्रवाल द्वारा श्री सिंह
स्व कुन्दन सिंह
10 न्यू राजधानी एन्क0 दिल्ली
व्यापार/अन्य/स्त्री



Carval Associate

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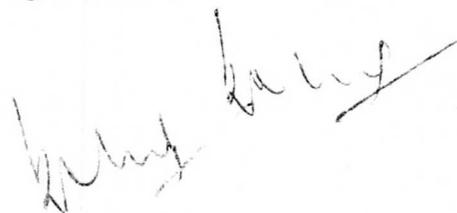
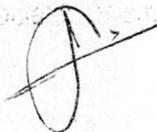
SCHEDULE OF THE PROPERTY:

One Freehold Residential Built up Flat bearing No. **LE/E-808**, Type-II, on **08th** 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.



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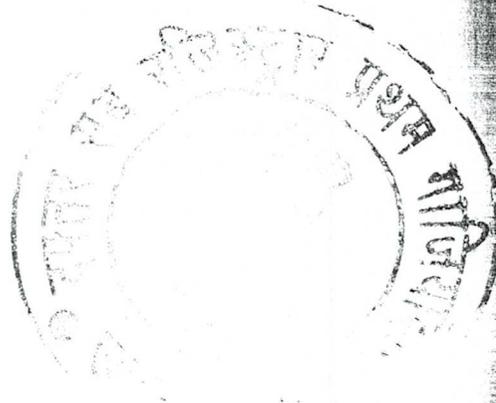
क्रेता

Registration No. : 7493

Year : 2,015

Book No. :

0201 राकेश चौहान प्रतिनिधि राधाप्रिय बंसल
एम एस चौहान
उचना करनाल हरियाणा
व्यापार/अन्य/स्त्री



Legal Associates

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".

Signature of Vendor

Signature of Vendee

Signature of Witness

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

NORTH EAST	:	18 MTR. ROAD
SOUTH EAST	:	2 ND 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 within 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.

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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:

Joint Association (Proprietor) Ltd

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[Fingerprints]



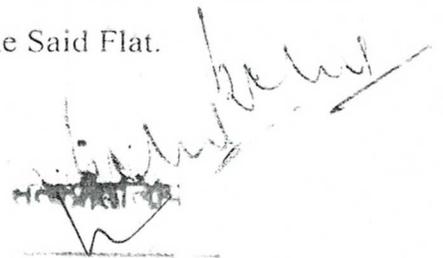
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NOW THIS SALE DEED WITNESSETH AS UNDER :-

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

Joint Associates, Proprietors

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.

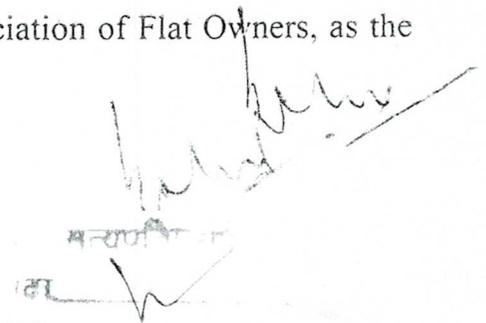


7. That, the Vendee shall pay municipal tax, property tax, farmer compensation, Metro Cess, peripheral development charges and other rates, taxes, charges, levies and impositions etc., levied or to be levied by any local or statutory authority from time to time in proportion to the area of the Said Flat 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



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.



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

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



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. -

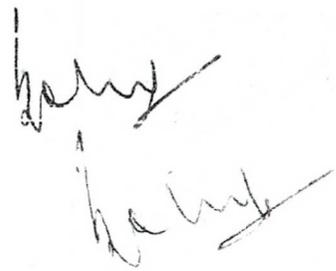
22. That, the Vendee shall not be allowed to effect any of the following changes/alterations:

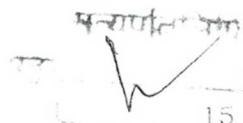
- i) Tamper with the firefighting equipments installed in/around the Complex/said flat, plumbing/electrical/sanitary fittings and wiring in the said flat.
- ii) Shall not fix/install the coolers/air conditioners in the inside passages, common areas, staircase, and shall ensure that no water drips from 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

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.

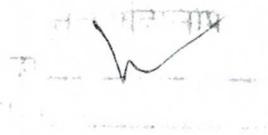
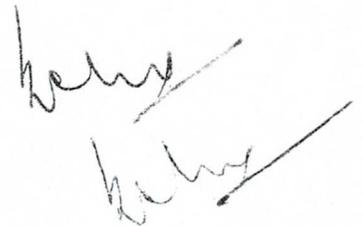
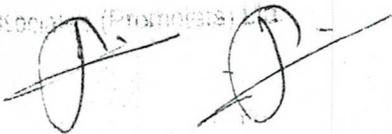
Apartment Association, Prayagrah

म-रापल-रम


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.

Asst. Secy. (Finance)



IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS, THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN:

VENDOR

[Handwritten signature]

VENDEE

[Handwritten signature]

PHOTO WITNESS-1



PHOTO WITNESS-2

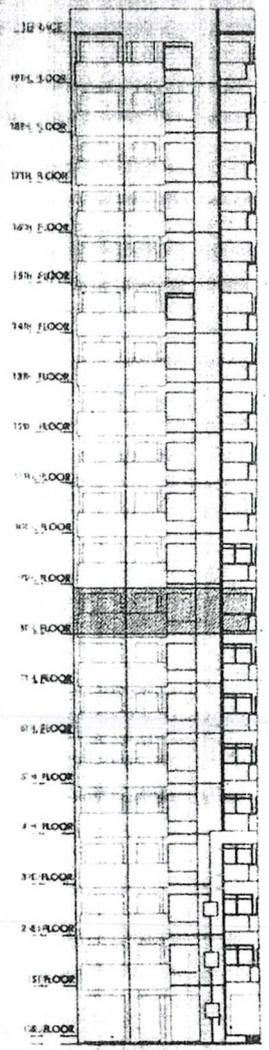
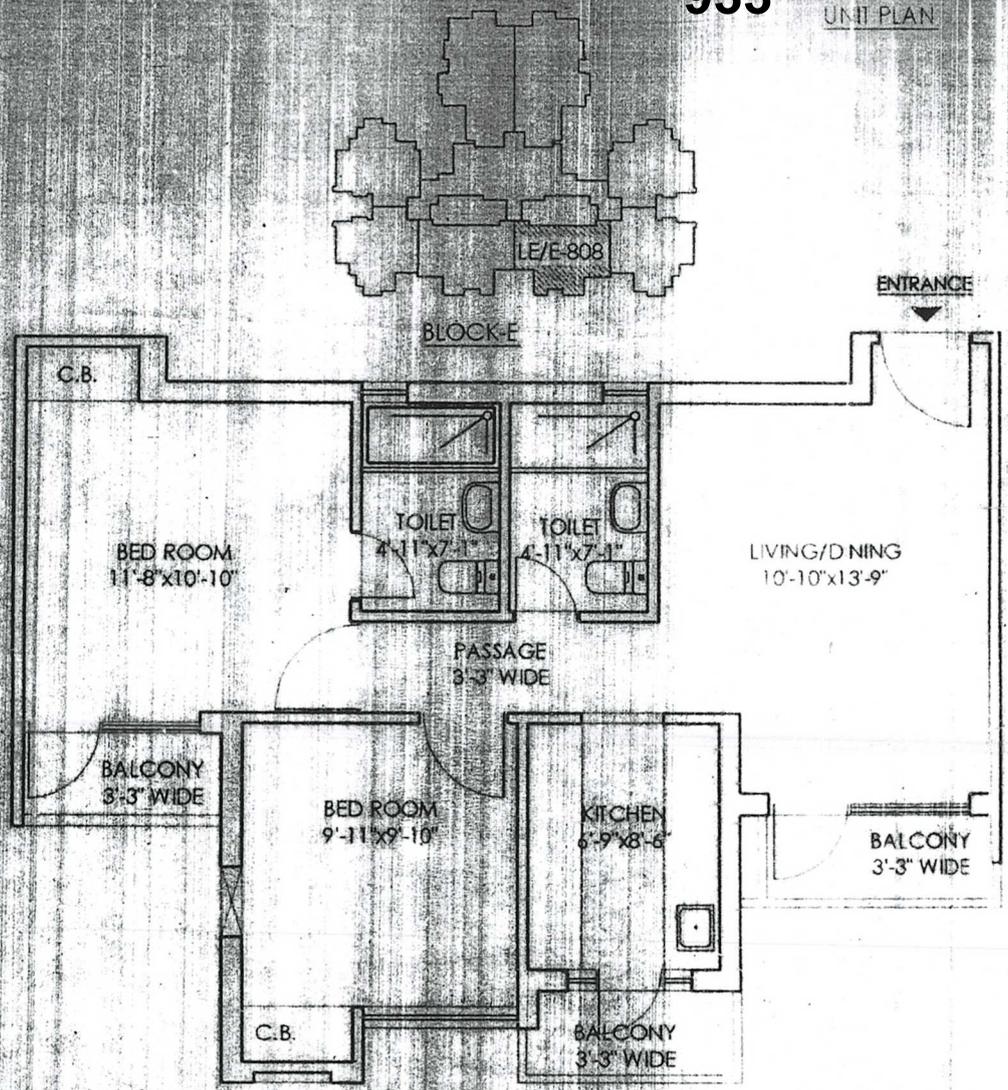


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933

UNIT PLAN



LE/E - 808

FLAT LOCATION SHOWN IN ELEVATION (NOT TO SCALE).

FLAT DETAIL:

UNIT PLAN OF FLAT NO. LE/E-808, "LUXURIA ESTATE" AT ADITYA WORLD CITY, SHAHPUR-BAMHETTA, 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 Agarwal Ass. Const. (P. Ltd.) Ltd.

PURCHASER:

[Handwritten Signature]

SCALE:

N.T.

VENDOR

VENDEE

Ban No. (BMKP.B.5289B)

WITNESSES:

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

- [Signature]* *[Signature]*
2. Dharmendra Dharma s/o s/h. Latchon 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)

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

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



उप निबन्धक, प्रथम

जन्मियाबाद
 27/11/2015

सत्यप्रतिनिधि

