

BEFORE THE NATIONAL GREEN TRIBUNAL AT PRINCIPAL BENCH,
NEW DELHI

(Under Section 18 read with Section 14 and 15 of the National Green
Tribunal Act, 2010)

Original Application No. of 2020

In the Matter of :

Dr. Pawan Kumar Banta

...Applicant

Versus

Union of India and others

...Respondent

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Shimla
Dated: Through Counsel

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Respondent No. 16


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Reply on behalf of respondent No. 16 to the application
filed by the Applicant.

Respectfully Sheweth

Preliminary Objections:

That the present reply on behalf of respondent No.16 is being
filed through its Director Sh Pankaj Gupta who has been authorised
vide resolution dated 11-7-2020 which is being filed here with as
Annexure R-16/1.

1. That the bonafides of the applicant are highly doubtful
considering that the applicant himself a violator and has raised
construction over his three storeyed building with the permission of
the Municipal Corporation, Shimla. Infact the Commissioner,
Municipal Corporation, Shimla has already passed an order against
the ^{mother} wife of the applicant for demolition of the illegal construction.

Copy of the order dated 2.11.2019 is being filed herewith as
Annexure R16/2 and its typed copy is being filed herewith as

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Annexure R16/2-T. Further the applicant has also been involved in a case of theft of ATM card and criminal proceedings were also pending against the applicant, ^{in FIR NO 16/2008} In the given circumstances the bonafides of the petitioner are highly doubtful and the present application filed before this Hon'ble Tribunal is nothing but an arm twisting tactic in order to extract undue benefits and harass the replying respondent No. 16.

2. That the present application has been filed with a totally malafide intention of causing harassment to the replying respondent at the instance of one Mr. Sunil Kumar Sood as well as Mr. Hemant Jindal, the former being the owner of the suit land over which violations have been alleged by the applicant. The latter is an authorized representative of Ms Diamond Traexim Pvt. Ltd. The brief history of the case is as under:

- a) That the replying respondent entered into an agreement with Sh. Sunil Kumar Sood for transfer of land measuring 3-17-68 hectare comprised in Khasra No. 641, 408, 613/1, 630, 631, 1368/1137/632, 1369/1137/632, 642, 643, 644, 645, 646, 647, 648, 649, 640 situated in Up Mohal Kiyari and Khasra No. 1 to 9 and 321/10 situated in Rirka, in District Shimla vide agreement to sell dated 21.9.2016 for a sum of Rs. 10.32 Crore out of which Rs. 2.11 Crore had been paid as an advance and the balance 8.21 Crore was paid at the time of registration of the sale deeds. Copy of the agreement to sell is being filed herewith as **Annexure R16/3**. It may be pertinent to mention here that the land was transferred to the replying respondent by

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Sh. Sunil Sood vide six registered sale deeds on 1.5.2017. One of the sale deed is being filed herewith as **Annexure R16/4**.

- b) That prior to the execution of the sale deeds in favour of the replying respondent, Sh. Sunil Kumar Sood had obtained all the necessary permissions from various authorities and the map for the construction of the project was also approved by the Director, Town and Country Planning Department on 17.12.2015. The copy of the approved map is being filed herewith as **Annexure R16/5**. Alongwith the sanction of the building plans, Sh. Sunil Kumar Sood had also been granted permission by HPSEBL i.e. respondent No. 12 on 22.8.2014, respondent No. 13 i.e. I & PH Department on 6.8.2014 & 19.8.2014, Gram Panchayat Rajhana on 10.1.2011, respondent No. 11 i.e. DFO Shimla on 18.11.2014, respondent No. 6 Chief Fire Officer on 24.11.2014. The area was under the Special Area Development Authority Shoghi Special Area, which also issued NOC for electricity and water connection on 2.11.2017. The replying respondent was also granted permission to purchase land for setting up the project by the revenue department of the State of H.P. on 26.4.2017. The permissions by respondent No. 4 i.e. H.P. State Pollution Control Board were also granted on 3.3.2017. Respondent No. 3 i.e. State Level Environment Impact Assessment Authority had also granted permission to Sh. Sunil Kumar Sood on 2.3.2016. Respondent No.9 had granted No Objection on 7.4.2015 for the use of the existing roads to the project proponent. The Real Estate (Regulation) Authority has also registered the replying respondent as a

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builder in the State of H.P. on 28-1-2020. The replying respondent is also registered as a promoter with the HP Town and Country Planning Department vide its certificate dated 1.10.2016. The Essentiality Certificate has also been issued by the Additional Chief Secretary (TCP) on 16.3.2017. The permission to transfer the project alongwith all the necessary permissions so obtained by Sh. Sunil Kumar Sood was also permitted by the concerned authorities on 5.4.2017. The transfer of the license in favour of replying respondent was approved by the Town and Country Department on 19.6.2017. The license issued to the replying respondent after transfer of the project was issued on 4.8.2017. All the aforesaid permissions are being filed herewith as **Annexure R16/6 (collectively)**. It is also worthwhile to mention here that Sh. Sunil Kumar Sood had carried out development works of the project prior to its transfer to the replying respondent which otherwise is an admitted fact.

- c) That somewhere in early 2017, M/s Diamond Traexim Pvt. Ltd. filed a suit being CS (COMM) 518/2017 before the Hon'ble High Court of Delhi for recovery of Rs. 11.93 crores against Sh. Sunil Kumar Sood alleging that the suit land as detailed herein above was agreed to be orally sold to M/s Diamond Traexim Pvt. Ltd. In the aforesaid suit challenge was also laid to the execution of the six sale deeds dated 1.5.2017 in favour of the replying respondent but without arraying the replying respondent as a party in the aforesaid suit. Sh. Sunil Kumar Sood while contesting the aforesaid suit before the High Court

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of Delhi had categorically admitted that to the valid execution of the sale deeds in favour of the replying respondent and that there was no such "oral" agreement between M/s Diamond Traexim Pvt. Ltd. and Sh. Sunil Kumar Sood. In the said suit, an interim order was also obtained by M/s Diamond Traexim Pvt. Ltd. from the High Court of Delhi on 8.8.2017 which is being reproduced herein below:

"I.A. 8959/2017 in CS (COMM) 518/2017

Issue notice to the defendant by all modes including dasti, returnable for 11th October, 2017 before the Joint Registrar.

It is pertinent to mention that present summary suit has been filed under Order XXXVII CPC for recovery of Rs.11,93,90,681/-.

It is stated in the plaint that in 2009, the defendant approached the plaintiff and expressed its intention to acquire ten hectares of land for the purpose of development and construction activities in Himachal Pradesh and sought financial assistance from the plaintiff.

It is further stated in the plaint that believing the oral representations and assurances given by the defendant to be true and correct, the plaintiff agreed to provide to the defendant finance on the express condition that defendant shall allot/sell to the plaintiff on ownership basis developed plots/constructed villas at a concessional/discounted rate of 50% of the market price subject to statutory approvals.

It is also stated in the plaint that from 26th August, 2009 to 16th August, 2015, the plaintiff paid an amount of Rs.11,93,90,681/- to the defendant and the said amount has been duly acknowledged by the defendant in its balance sheet as on 31st March, 2016 under the heading Schedule-F Current Liabilities and Provisions totalling to a sum of Rs. 13,46,75,422/- due and payable towards advances received against sale of shops.

Learned counsel for plaintiff states that the plaintiff continuously enquired from the defendant during November 2015 to December 2016 qua the status of statutory approvals. However, the defendant for the reasons best known to him chose not to furnish any satisfactory reply to the plaintiff.

He further states that pursuant to continuous enquiries made by the plaintiff, the defendant met the Director of the plaintiff-company in January 2017 whereby he informed that the process of obtaining statutory approvals had been inordinately delayed and agreed to refund the amount of Rs. 11,93,90,681/- paid by the plaintiff to the defendant and also tendered a cheque in this regard. However, the same was dishonoured with remarks

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"account closed" pursuant to which the complaint under Section 138 of NI0020Act has already been filed by the plaintiff.

He lastly states that on 25th July, 2017, it has come to the knowledge of the plaintiff that the defendant has contacted a property broker for the purpose of disposing of the immovable properties purchased out of the plaintiff's funds.

Keeping in view the aforesaid, this Court is of the opinion that a prima facie case in favour of the plaintiff and balance of convenience is also in its favour. Further, irreparable harm or injury would be caused to the plaintiff if an interim injunction order is not passed.

Consequently, till further orders, the defendants, its officers, servants and agents are restrained to selling, alienating or creating any third party right or interest in the property admeasuring 04-77-07 hectares situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh.

Let the provisions of Order 39 Rule 3 CPC be complied within a week.

Order dasti.

MANMOHAN, J.

AUGUST 08, 2017

- d) That during the pendency of the civil suit before the Hon'ble High Court of Delhi another suit was filed by M/s Diamond Traexim Pvt. Ltd. against Sh. Sunil Kumar Sood as well as the replying respondent being COMS 8 of 2017 before the Hon'ble High court of Himachal Pradesh and an interim order was yet again passed on 18.12.2017 which is as under:

"18.12.2017 Present: Mr. Atul G.Sood, Advocate, for the plaintiff.

Notice be issued to the defendants, on steps being taken within a week, returnable within three weeks thereafter.

OMP No. 415 of 2017

Notice in the aforesaid terms. Reply to the instant application be instituted, within four weeks, by the defendants. In the meanwhile, till further orders, the parties are directed to maintain status quo qua selling,

alienating or creating any third party right or interest upon the suit property."

While the pleadings in the suit were being completed in the suit filed before the Hon'ble High Court of Himachal Pradesh, a compromise deed was entered between M/s Diamond Traexim Pvt. Ltd. and Sh. Sunil Kumar Sood and the same was recorded before the Hon'ble High Court of Delhi on 20.4.2018. Copy of the application and the order are being filed herewith as **Annexure R16/7 collectively**. In the compromise deed it had specifically been agreed between the aforesaid two parties that they would file various litigations against the replying respondent and whatever benefits are derived in such litigation in future would be equally divided between M/s Diamond Traexim Pvt. Ltd. as well as Sh. Sunil Kumar Sood.

- e) In furtherance of the agreement between M/s Diamond Traexim Pvt. Ltd. and Sh. Sunil Kumar Sood, another suit claiming the same reliefs was filed by Sunil Kumar Sood against the replying respondent being COMS 23 of 2018 before the Hon'ble High Court of Himachal Pradesh. Copy of the plaint is being filed herewith as **Annexure R16/8**.
- f) The replying respondent has filed various applications for modification of the stay orders as well as for rejection of the plaint and stay of the proceedings in the subsequent suit i.e. COMS 23 of 2018 before the Hon'ble High Court of Himachal Pradesh. The interim orders passed from time to time by the Hon'ble High Court of Himachal Pradesh have been modified on 13.8.2019 which is being filed herewith as **Annexure R16/9**.

g) That in the mean time various complaints were also addressed at the behest of both M/s Diamond Traexim Pvt. Ltd. as well as Sh. Sunil Kumar Sood to various authorities in respect of the alleged violations committed by the replying respondent during the construction of the project. The complaints filed by the applicant as well as M/s Diamond Traexim Pvt. Ltd. Sh. Daman Kapoor and Sh. Sunil Kumar Sood before the Real Estate (Regulatory) Authority, Himachal Pradesh on 3.1.2020 with a direction to the authorities to register the replying respondent under the Real Estate (Regulation and Development) Act, 2016 which has since been registered. A writ petition being CWP No. 2641/2018 was also filed at the behest of Sh. Sunil Kumar Sood by one of his close associates Sh. Daman Kapoor which was disposed of by the Hon'ble High Court vide its order dated 5.11.2018 and the petitioner therein was directed to approach the authorities for redressal of his grievances. Copy of the order dated 5.11.2018 is being filed herewith as **Annexure R16/10**.

3. That the present is a clear cut case of forum hunting by Sh. Sunil Kumar Sood and M/s Diamond Traexim Pvt. Ltd. It is further submitted that the applicant has been actively working with both the aforesaid persons / identities and the documents which have been filed with the present application before this Hon'ble Tribunal are the very same documents which have been filed by both Sh. Sunil Kumar Sood and M/s Diamond Traexim Pvt. Ltd. before the Hon'ble High Court of Himachal Pradesh in the aforementioned two civil suits. The applicant may be called upon by this Hon'ble Tribunal to explain as to his connection

with Sh. Sunil Kumar Sood and M/s Diamond Traexim Pvt.Ltd. A perusal of the pleadings would clearly reveal the unholy nexus between the applicant as well as Sh. Sunil Kumar Sood and M/s Diamond Traexim Pvt. Ltd. What could not be achieved by Sunil Kumar Sood and M/s Diamond Traexim Pvt. Ltd. before the High Court of H.P. is now sought to be achieved through the applicant by means of the present application before this Hon'ble Tribunal. It is submitted that the interim orders have already been vacated by the Hon'ble High Court of H.P. on 13.8.2019 and till date the plaintiffs in both the suits have not pursued the matter any further. Therefore the present application is totally malafide and deserves to be dismissed with exemplary costs being a totally abuse of the process of the court in the interest of justice.

4. That the present application is otherwise motivated and malafide considering the fact that the original promoter of the project and the owner of the suit land i.e. Sunil Kumar Sood had himself applied for all the statutory permissions from the authorities which are otherwise in order, and transferred the suit land in favour of the replying respondent vide six validly executed sale deeds dated 1.5.2017 after receiving the entire sale consideration from the replying respondent. Sh. Sunil Kumar Sood had transferred the project in its entirety alongwith the necessary sanctions and permissions in favour of the replying respondent which fact has duly been acknowledged by the various authorities who have been arrayed as respondents 2 to 15. Thus it is a clear cut attempt on the part

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of the applicant to mislead this Hon'ble Tribunal by misstating and misrepresenting the facts and with a view to tarnish the image of the replying respondent besides causing grave financial losses to it. The present application is not in public interest but at the behest of Sh. Sunil Kumar Sood and M/s Diamond Traexim Pvt.Ltd. who have already filed civil suits before the Hon'ble High Court of Himachal Pradesh. Besides this, the applicant has been attending hearings before various authorities on behalf of Sh. Sunil Kumar Sood and M/s Diamond Traexim Pvt. Ltd. from time to time which shows the close association between all of them.

5. The sole intention of the applicant to file present application before this Hon'ble Tribunal is to extract monitory benefit out of the replying respondent by misstating the facts before various authorities with a view to delay the execution of the project. It is further submitted that the plans had already been sanctioned way back in the year 2015 and construction had also been started by the original project proponent Sh. Sunil Kumar Sood and the same had been transferred to the replying respondent midway. At this juncture the allegations made by the applicant regarding the violation of the order passed by this Hon'ble Tribunal are totally false and baseless since the construction activity had already been completed in the past and only finishing work is being carried out. As such the present application deserves to be thrown out at the very threshold with exemplary costs in the interest of justice.

Reply on Merits:

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I& II. That the contents of these paras call for no reply being formal in nature.

III. That the contents of this para are denied as being wrong and incorrect. It is submitted that all the necessary permissions had been obtained by the original project proponent Sh. Sunil Kumar Sood and the same stood approved and transferred to the replying respondent and the same have already been filed as Annexure R16/3 & R16/4 collectively. The allegations made by the applicant regarding felling of trees without permission is totally incorrect and without any basis. Further the construction activities of the project had been completed by the replying respondent. The alleged violation of the order passed by this Hon'ble Tribunal on 16.11.2017 is incorrect since the plans had already been passed in 2015 and substantial construction activities had also been completed during this period. As such all the allegations are denied as being wrong and incorrect.

Reply to Facts

1. That the contents of this para in so far as the same pertain to the place of residence of the applicant the same are not denied. The other averments regarding the credentials of the applicant are denied for want of knowledge. It is submitted that from the bare perusal of the documents filed by the applicant it is evident that the head office of the society styled as Umeed is at Nerwa in District Shimla and no activities as enshrined in Annexure A-2 are being carried out by the applicant. The applicant be put to strict proof of the averments made in this

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para of the application. On the contrary the applicant has a dubious record .

2. That the contents of this para are denied as being wrong and incorrect. It is submitted that the applicant fully aware of the fact that the project had been initially conceived and planned by Sh. Sunil Kumar Sood who had also obtained all the necessary permission from the statutory authorities and the same were transferred to the replying respondent with the approval of the concerned authorities. The applicant deliberately chose to seek information from various statutory authorities in respect of the replying respondent, when it was evident that all the permissions had been issued originally in the name of Sh. Sunil Kumar Sood and the same were being transferred slowly by various authorities in favour of the replying respondent. In respect of certain authorities no specific permissions at the construction stage were required to be obtained. Despite having this knowledge, the deliberately mislead this Hon'ble Tribunal as well as Hon'ble High Court of Himachal Pradesh by producing documents in respect of the replying respondent wherein it had specifically been mentioned that there was no permission had been issued in the name of the replying respondent. The applicant has deliberately and with a malafide intention not disclosed the fact that he is a close associate of Sh. Sunil Kumar Sood and M/s Diamond Traexim Pvt.Ltd. and also that the complaint filed by all the aforesaid before the Real Estate Regulatory Authority stands stood dismissed on 3.1.2020. Copy

A. S. Sood
OATH COMMISSIONER

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of the order passed by the Real Estate Regulatory Authority is being filed herewith as **Annexure R16/11**.

- 3a. That the contents of this para call for no replying being formal in nature.
- b. That the contents of this para call for no replying being formal in nature.
4. That the contents of this para call for no reply being matter of record.
5. That the contents of this para call for no reply being matter of record.
6. That the contents of this para are wrong and incorrect hence denied. It is submitted that the project has been constructed strictly in accordance with the sanctions and permissions issued by respondents No. 2 to 15 from time to time. Further it is incorrect to suggest that there is 11 storeyed structure existing at the site on the contrary the sanctioned area of the hotel portion was 8257.16 Sqm. which has since been reduced to 7704.19sqm. during construction. Otherwise also there is there is no violation as alleged by the applicant and the same would be apparent from a perusal of Annexure R16/5 & R16/6 collectively.
7. That the contents of this para are wrong and incorrect hence denied. Sub-parawise reply is as under:
 - (i) That the contents of this para are wrong and incorrect hence denied. It is submitted that substantial part of development of

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the site had already taken place prior to the alleged visit of the applicant in December, 2017 and an such development works had been carried out by Sh. Sunil Kumar Sood the original project proponent. It is further not understood as to why the applicant kept quiet for almost three years before approaching this Hon'ble Tribunal in respect of the alleged violations and illegal activities being attributed to the replying respondent. IN order to clear the entire scenario, it is submitted that the applicant being a close associate of Sh. Sunil Kumar Sood who has already instituted various litigations against the replying respondent in various forums and courts including the High Court of Himachal Pradesh and till date the applicant or his associates have not been successful in any of their malafide attempts to thwart the project being undertaken by the replying respondent. Even the interim orders passed by the Hon'ble High Court of H.P. have since been vacated on 13.8.2019 and thereafter the applicant and his associates have slept over till February 2020 when the instant application was preferred before this Hon'ble Tribunal. The application may kindly be dismissed solely on account of delay and laches. The other averments made in this para are specifically denied as being wrong and incorrect.

- ii) That the contents of this para are wrong and incorrect hence denied. It is submitted that the applicant has not given details as to how obtained the brochure of the project, when the same had not been circulated / distributed to anyone. Even if the contention of the applicant is taken on its face value to be

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correct, it is not clear as to what prevented the applicant from approaching this Hon'ble Tribunal for almost three years. It is respectfully submitted on behalf of the replying respondent that the applicant is indulging in forum hunting and once various complaints filed by the applicant and his associates were being dismissed and the interim orders passed by Hon'ble High Court were also vacated the applicant approached this Hon'ble Tribunal as a last ditch effort to obtain orders by misleading and misrepresenting the facts. The remaining contents of this para are specifically denied as being wrong and incorrect.

8. That the contents of this para are wrong and incorrect hence denied. It is submitted that the applicant had the complete knowledge regarding the project and was specially engaged by Sh. Sunil Kumar Sood to pursue his cause by filing various applications under the Right to Information Act. The sub-para-wise reply is as under:

i) That the contents of this para are wrong and incorrect hence denied. It is submitted that Sh. Sunil Kumar Sood had originally applied for the requisite permission from State Level Environment Impact Assessment Authority and the same was granted on 2.3.2016. ^{Before} ~~After~~ transfer of the project, Sh. Sunil Kumar Sood had himself applied for the change of name to Nirwana Woods. Thereafter the applicant himself has made a complaint at the behest of Sh. Sunil Kumar Sood for not transferring the said permission in the name of the replying respondent. This is evident from the minutes of meeting dated 29.1.2019 which are being filed herewith as **Annexure**

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R16/12. It is rather strange that the applicant first lodges complaint before the concerned authority and thereafter applies to it seeking information in respect of the replying respondent. The applicant has no left no stone unturned to cause hindrance to the project of the replying respondent. The replying respondent had further applied for transferring the said permission to its name on 28.1.2020 but till date no action has been taken by the State Level Environment Impact Assessment Authority, Himachal Pradesh. The applicant has specifically concealed the fact that he has also lodged a complaint against the replying respondent with the aforementioned authority. As such the present application deserves to be dismissed outrightly on the ground of concealment of facts.

- ii) That the contents of this para are wrong and incorrect hence denied. It is submitted that Sh. Sunil Kumar Sood had obtained the necessary permission under the Air and Water Act, on 3.3.2017 (Annexure R16/6 collectively) which is being applied for renewal from time to time by replying respondent.
- iii) That the contents of this para are wrong and incorrect hence denied. It is submitted that permission / approval from the Sewerage Department of the Municipal Corporation, Shimla is not required since the permission issued by the H.P. State Pollution Control Board also grants permission for treating domestic sewerage of 367 KLD in the Sewerage Treatment Plant as proposed by the project proponent. Moreover permission from the Sewerage Department is not required at this stage when the project is still underway. Once the project is

completed, the necessary permission would also be obtained to operate the project.

- iv) That the contents of this para are wrong and incorrect hence denied. The necessary permission had been issued in favour of Sh. Sunil Kumar Sood at the appropriate time and the same is continuing till the completion of the project. As such the contention of the respondent is totally wrong and incorrect.
- v) That the contents of this para are wrong and incorrect hence denied. It is submitted that the plans were approved by the Town and Country Department initially since a major portion of the suit land was not under Municipal Corporation, Shimla. This fact was also well within the knowledge of Sh. Sunil Kumar Sood at whose behest the present application has been filed. It is submitted that Sh. Sunil Kumar Sood had himself applied for the sanction of the building plans and obtained the necessary certificates for change of land use. The plans have now been shifted to the Municipal Corporation Shimla and the replying respondent has made necessary application to the Municipal Corporation Shimla for revised sanctioned of the plans.
- vi) That the contents of this para are wrong and incorrect hence denied. It is submitted that this issue regarding the inclusion of the area under the Municipal Corporation has been taken up with the Town & Country Planning Department and the necessary clarification was issued by the Town & Country Planning Department and the plans were also transferred to the Municipal Corporation Shimla which is now dealing with the revised sanction plans submitted by the replying respondent.

- vii) That the contents of this para are wrong and incorrect hence denied. It is submitted that the replying respondent had applied to the Tourism Authorities for registration but the same was turned down on the ground that the project is not complete and it cannot be registered till it is completed.
- viii) That the contents of this para are wrong and incorrect hence denied. It is submitted that the necessary permission as from the Executive Engineer, Shimla Rural Division, HPPWD, Dhamsi is being filed as part of Annexure R16/6 collectively. The applicant is deliberately trying to create confusion by not disclosing the complete and prove facts before this Hon'ble Tribunal.
9. That the contents of this para are wrong and incorrect hence denied. It is submitted that the buildings plans of the project were sanctioned in 2015 and substantial construction had been carried out even as per the admission of the applicant before the order dated 16.11.2017 was passed by this Hon'ble Tribunal prohibiting the construction beyond two and half storeys. It is submitted that the order passed by this Hon'ble Tribunal cannot be applied retrospectively as is being contented by the applicant. Therefore the contentions raised by the applicant liable to be rejected.
10. That the contents of this para are denied as being wrong and incorrect and the detailed reply to this para is as under:

S. No.	Name of the approval required	Department from approval required	The concerned officers to grant approval	Reply
1.	Consent to use approach	HPPWD	Executive Engineer Shimla Rural Division	Issued on 7.4.2015

	road		HPPWD	
2	Permission for Borewell for use of Ground water for colony	Ground water	The Member Secretary, Himachal Pradesh Ground Water Authority-cum-Superintending Engineer (Planning & Investigation Unit-II) Jal Bhawan, Kasumpti, Shimla-9	Vide NOC dated 6.8.2014, the Member Secretary, HP Ground Water Authority -cum-Superintending Engineer, Planning & Investigation Unit-II, Jal Bhawan, Shimla -9 has specifically mentioned that the area is not covered under the HP Ground Water (Regulation & Control of Development and Management) Act, 2005. Thus it has no objection and such permission is already on record.
3.	NOC for establishing a colony	Forest Department	Divisional Forest Officer, Shimla Forest Range Division, Shimla (H.P.)	The Divisional Forest Officer, Shimla vide its letter dated 16.3.2015 had also forwarded and granted permission to the case of the plaintiff and such permission is also on record.
4.	NOC for establishing a colony	HPSEB	Senior Executive Engineer Shimla Electrical Division No. 1, Himachal Pradesh State Electricity Board Ltd., Khalini, Shimla-2	Vide letter dated 22.8.2014 The Senior Executive Engineer, Shimla Electrical Division No. 1, HPSEBL, Shimla has issued its NOC which is on record.
5.	NOC for water connection for colony	IPH Water Department	Executive Engineer I & PH Department Division No.1, Shimla-9.	Vide letter dated 19.8.2014 Executive Engineer I & PH Division No. 1 Shimla has issued NOC in favour of plaintiff.
6.	NOC for establishing a colony	Gram Panchayat	i) The Pradhan, Gram Panchayat Village Kiyari, Teh. & Distt. Shimla ii) The Pradhan Gram Panchayat Village Rirka, Teh. & Distt. Shimla.	The Gram Panchayat has issued the NOC on 1.10.2011 which is also on record.

11. That the contents of this para are wrong and incorrect hence denied. It is submitted that it was not only the applicant who filed complaints against the replying respondent to various authorities but identical complaints were also filed by Sh. Sunil Kumar Sood, M/s Diamond Treaxim Pvt. Ltd. as well as Sh. Daman Kapoor which are being filed herewith as **Annexure R16/13 collectively.**

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OATH COMMISSIONER

12. That the contents of this para are wrong and incorrect hence denied. It is submitted that the identical complaints were being filed by the applicant and various other persons at the behest of Sh. Sunil Kumar Sood which were being dealt by the concerned authorities from time to time in fact complaints filed by the applicant as well as one Sh. Daman Kapoor before the Real Estate Regulatory Authority, Himachal Pradesh were identical and the same stand dismissed on 3.1.2020. A perusal of this order would reveal that not only identical issues were raised in the complaints but the same were verbatim the same and the Registration Certificate was issued on 28-1-2020 which is being filed herewith as **Annexure R-16/14**. The applicant has been acting at the behest of Sh. Sunil Kumar Sood as well as M/s Diamond Treaxim Pvt. Ltd. and there is no public interest involved in the present litigation but is purely an issue of settling personal grouses. A perusal of the documents being filed herewith would reveal that the complaint is filed with a malafide intention and in order to derive monetary gains from the replying respondent. As such the present application deserves to be dismissed with exemplary cost.
13. That the contents of this para are wrong and incorrect, hence denied. It is submitted that the construction has been carried out in accordance with law and the sanction plans in fact the construction has been reduced from what had been otherwise sanctioned to the replying respondent.
- i) That the contents of this para are wrong and incorrect, hence denied. It is submitted that on the basis of the frivolous

complaint filed by the applicant, proceedings have been initiated against the replying respondent under Section 254 (i) of the H.P. Municipal Corporation Act, 1994 and the same are pending adjudication before the concerned authority. Besides this the notice has been issued on the ground that construction is being raised beyond the sanctioned height of 25 Mtrs. The deviation is alleged to be of point 0.90 Mtrs. which is otherwise compoundable under the provisions of the H.P. Municipal Corporation Act, 1994.

- ii) That the contents of this para are wrong and incorrect, hence denied. It is submitted that proceedings have been initiated by the concerned authorities by the applicant which are already pending before the Commissioner, Municipal Corporation, Shimla. A perusal of the report dated 20.3.2020 would reveal that the construction is being carried out in consonance with the building plans and the revised plans for completion have also been submitted by the replying respondent to the Municipal Corporation Shimla. It is incorrect to suggest that the work is still being carried out at the site.
- iii) That the contents of this para are wrong and incorrect, hence denied. It is submitted there is no violation of any of the laws as is being alleged by the applicant in this para of the application. The replying respondent has not been restrained from any such activity. As such the contention of the applicant is totally without any basis or foundation.
- iv) That in reply to the contents of this para it is submitted that proceedings are already initiated under Section 254 of the HP

Municipal Corporation Act, 1994 against the replying respondent on the same ground as earlier notices as detailed out in Annexure A-19. Moreover, M/s Diamond Traexim Pvt. Ltd. as also Mr. Sunil Kumar Sood have been filing complaints which find Annexure A-21 and show the active connivance between the applicant and the aforementioned two persons /entities.

V to Vii) That the contents of this para are a matter of record. It may humbly be submitted that the aforesaid authorities have been issuing orders without considering the entire aspect of the matter as submitted by the replying respondent.

14. That the contents of this para are wrong and incorrect, hence denied. It is submitted that the present application is hit by delay and laches and here is nothing on record to show what public interest is being served by the applicant who has nothing but to grind his own axe against the replying respondent in connivance with M/s Diamond Traexim and Sunil Kumar Sood. The present petition is nothing but an abuse of the process of court besides the applicant is indulging in forum hunting at every possible level. The present application deserves to be dismissing in the interest of justice.

15. That the contents of this para are wrong and incorrect, hence denied. The reply to the grounds is as under:

1) That the contents of this para are wrong and incorrect, hence denied. It is submitted that all the requisite permissions have been obtained by the original project proponent who has sold the entire project together with its assets and liabilities to the

replying respondent and at this juncture Sh. Sunil Kumar Sood the original project proponent has also instituted litigation which is pending against the replying respondent in the Hon'ble High Court of Himachal Pradesh as COMS 23 of 2018. Furthermore all the permissions are subsisting in favour of the project till date. Sh. Sunil Kumar Sood has cleverly and in order to defeat the rights of the replying respondent under the validly executed sale deeds and the transfer of project has now written to the State Level Environment Impact Assessment Authority to withdraw the permission granted in the name of the project. It may be submitted that the permission is specific to a project and not to a person. Therefore, Sh. Sunil Kumar Sood has no right to surrender the sanction already accorded in his favour by the State level Environment Impact Assessment Authority on 1.4.2016. Therefore the present application deserves to be dismissed, in the interest of justice.

- 2) That the contents of this para are specifically denied as being wrong and incorrect. It is submitted that the building plans had already been sanctioned on 17.12.2015 and the sale deeds had been executed in favour of the replying respondent on 1.5.2017. Prior to the execution of the sale deeds the original project proponent had under taken development at the site including construction activity. Even as per the averments made by the applicant in the present application, the substantial construction activities had already taken place at the site prior to December, 2017. Thus the contention of the applicant that construction is being carried out in violation of the judgment

ATTESTED

OATH COMMISSIONER

dated 16.11.2017 passed by this Hon'ble Tribunal is incorrect. The judgment in any case would not apply retrospectively to the projects already sanctioned and underway. As such the application deserves to be dismissed.

3) That the contents of this para are wrong and incorrect, hence denied. It is submitted that applicant has not given any details of the alleged reckless felling or hill cutting activities and what action has been taken up by the applicant. The present application has been filed at the behest of Mr. Sunil Kumar Sood and M/s diamond Traeixm Pvt. Ltd. in order to derive undue benefit from the replying respondent and besides causing delay in the execution of the project and harassment to the replying respondent. The applicant is in the habit of targeting different projects and dragging it into litigation for his personal gains. The applicant has not detailed out as to the activity which have been taken up by him in public interest till date.

4 to 7) That the contents of these para are wrong and incorrect, hence denied. It is submitted that the preliminary objections as contained in para -1 to 5 may kindly be read as part and parcel of the reply to this para and the same are not being reproduce in order to avoid repetition.

8 to 15) That the contents of these paras are wrong and incorrect, hence denied. It is submitted that the submissions made in preliminary objection No. 1 may kindly be read as part and parcel of the reply and the same are not being reproduced in order to avoid repetition. It may however be submitted that all the aforementioned documents as referred to in para 8 to 15

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OATH COMMISSIONER

have been filed by the applicant through Sh. Sunil Kumar Sood in COMS 23/2018 as well as M/s Diamond Traexim Pvt. Ltd. in COMS 8/2017 before the Hon'ble High Court. The nexus between the applicant and the aforementioned two persons is totally clearly and it can very well be said that the applicant is acting at the behest of the aforesaid two persons who are already in litigation with the replying respondent in various courts of law. The present application is nothing but a clear cut case of forum hunting and abuse of the process of law and deserves to be dismissed with exemplary costs in the interest of justice.

16 to 22. That the contents of these paras are wrong and incorrect, hence denied. It is submitted that the submissions made in reply to para 8 of the application may kindly be read as part and parcel of the reply and the same are not being reproduced in order to avoid repetition.

16. That the contents of this para are wrong and incorrect, hence denied. It is submitted that even as per the own showing of the applicant he had obtained the necessary permission in 2017 and has only approached this Hon'ble Tribunal in February, 2020 after a lapse of three years and that too with a motivated and malafide intention which is evident on the submissions made hereinabove. It may be submitted that the applicant is indulging in forum hunting at the behest of Sh. Sunil Kumar Sood and M/s Diamond Traexim Pvt. Ltd. Therefore, the present application is liable to be dismissed in the interest of justice.

APPESTFD
OATH COMMISSIONER

It is, therefore, respectfully prayed that in view of the submissions made hereinabove as also the documents enclosed with the reply filed by respondent No. 16, the present application deserves to be dismissed with exemplary cost and the orders dated 2.3.2020 and 12.5.2020 may kindly be modified and / or vacated in the interest of justice.

Shimla

Dated:

Through Counsel


Respondent No. 16


Suneet Goel

Advocate

57/3, The Mall, Shimla

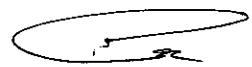
(M) 98160-25501

e-mail: suneetgoel898@gmail.com

Verification :

I, Pankaj Gupta son of Sh. Inderjeet Gupta aged about 52 years, Director of M/s Nirwana Woods & Hotels Pvt. Ltd. resident of House No. 86, Sector 12, Panchkula, Chandigarh, duly verify that the contents of para 1 to 5 of the preliminary submission are based upon legal advice received and those of paras 1 to 16 of the reply on merits are correct as per the knowledge derived from the record of the respondent No. 6 company as maintained in ordinary course of business.

Verified at Shimla on this 19th day of July, 2020.


Respondent No. 16

ATTESTED


OATH COMMISSIONER

BEFORE THE NATIONAL GREEN TRIBUNAL AT PRINCIPAL BENCH,
NEW DELHI

(under Section 18 read with section 14 and 15 of the National Green
Tribunal Act, 2010)

Original Application No. 55 of 2020

In the Matter of :

Dr. Pawan Kumar Banta

...Applicant

Versus

Union of India and others

...Respondents

Affidavit in support of the Reply

I, Pankaj Gupta, S/o Sh. Inderjeet Gupta, aged about 52 years,
Occupation-Business, R/o House No. 86, Sector-12, Panchkula,
Haryana-134109, do hereby solemnly affirm and state on oath as
under:

Identified by

1. That I am duly authorized to file accompanying reply. The
accompanying reply has been drafted at my instance and under my
instructions and duly verify that the contents of para 1 to 5 of the
preliminary submissions are based upon legal advice received and
those of paras 1 to 16 of the reply on merits are correct as per the
knowledge derived from the official record of the respondent No. 6
company as maintained in ordinary course of business.

ATTESTED
OATH COMMISSIONER

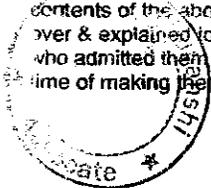
2. That the contents of this affidavit of mine are true and correct
to the best of my knowledge and belief and nothing material has been
concealed therefrom.

Verified at Shimla on this 19th day of July, 2020.

[Signature]
Deponent

Certified that the aboveverneal was declared
before me on solemn affirmation on this 19th day of July 2020 at Shimla
in the District of Shimla by Pankaj Gupta
who was identified by Sh. Inderjeet Gupta AAD
who is personally known to me and the
contents of the above affidavit have been read
over & explained to the deponent in vernacular
who admitted them to be correct and true at the
time of making here of.

All contents and declarations
are duly affirmed by me.
[Signature] 19-7-2020
Oath-Commissioner



Oath Commissioner
HP High Court, Shimla
19-7-2020

28



Annex: R 16/1
CIN: U55101CH2015PTC035609

NIRVANA WOODS & HOTELS PRIVATE LIMITED

Regd. Office Address : Flat No.335, Advocate Enclave, Sector 49-A, Chandigarh

Site : Village Kiyari & Rirka, Tutkandi Near ISBT, Shimla, Himachal Pradesh

Correspondence Address : House No.86, Sector 12, Panchkula, Haryana

BOARD RESOLUTION

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF NIRVANA WOODS & HOTELS PRIVATE LIMITED HELD ON SATURDAY 11th DAY OF JULY, 2020 AT 10.00.A.M. AT THE REGISTERED OFFICE OF THE COMPANY OFFICE.

"RESOLVED THAT Pankaj Gupta s/o Inderjit Gupta director of the company is hereby authorized to represent the company in all legal matters including filing suit, petition, complaint, appeal, revision, review, etc., filed or to be filed by company for quashing, and for filing other matters at National Green Tribunal, New Delhi or against company before any Court, Tribunal, Forum or Commission in New Delhi and do the following acts on behalf of the company:

- (i) sign, execute, verify, confirm, affirm and file and/or contest all the pleadings, plaints, petitions, applications, affidavits, replies, rejoinders, statements, compounding applications, vakalatnama or any other documents concerning to aforesaid complaints and;
- (ii) engage counsels, appoint Power of Attorneys and tender evidence both verbally and documentary to appear before any Court or appellate Authority and to do all such acts and deeds as may be deemed necessary in this connection.

For Nirvana Woods & Hotels Private Limited

Pankaj Gupta
Director

A T C
[Signature]
Suresh Chandel
A.T.C.

29 Annex: R16/2

BEFORE THE COURT OF COMMISSIONER,
MUNICIPAL CORPORATION SHIMLA

Case No. 1952/Comm/15

Date of Institution: 02.09.2015

Date of Decision: 02.11.2019

Commissioner, MC, Shimla. .

.....Complainant

Versus

Smt. Kusum Sood,
R/o Plot No. A-500, Sector-4,
Phase-2, New Shimla, Shimla.

.....Respondent

ORDER

This order shall dispose off the case instituted against the respondent in accordance with the provisions contained in HP Municipal Corporation Act, 1994.

2. The brief facts of the case are that a complaint was received qua alleged violation against the respondent & thereafter, the Junior Engineer visited the site on 18.08.2015 and reported the fact of violation. Thus, taking cognizance of the report submitted by the Junior Engineer, which has been duly recommended by the Architect Planner, a notice under

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vide notice No. 61 dated 02.09.2015. The contents of notice stipulate that the respondent has carried out illegal construction, the details whereof is as under:

At House/Plot No. A-500, Sector-4, New Shimla

You have erected /constructed an Attic floor over the building plan approved for three storeys without approval of the competent authority.

Detail as under:-

Attic Floor	2.35m*9.80m	= 23.03 Sqm.
	5.35m*7.40m	= 39.59 Sqm.
Total Area		= 62.62 Sqm.

3. The respondent has furnished the reply on 17.10.2015 qua the said notice & denied the contents of the notice. The JE was directed to examine the reply and submit the status report. The respondent has filed the rebuttal with respect to the status report on dated 02.05.2019 and contended that the concerned authority has approved the revised/completion plan vide order no. 140(AP) dated 18.05.2015 and has constructed the Attic floor according to the approved drawings. Further the respondent has admitted that she is ready to remove the kitchen at her own expenses from the Attic floor, though same is not being used by her.

Attested

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4. Further the Junior Engineer concerned has submitted the latest status report dated 04.09.2019, duly endorsed by the Architect Planner, which is on record and bare perusal of the said report transpires that respondent has raised the four sides of the roof and same are not zero at the edges, thus creating the additional storey as Attic floor. The alleged violation has not been removed & it is still existing at site. This fact has also been verified by Architect Planner in the court on 02.11.2019.

5. Further, the Hon'ble National Green Tribunal vide its order dated 16.11.2017 in the case titled as Yogender Mohan Sengupta V/s Union of India & others has given following directions under para 112(III) and the same is reproduced as under:-

"Beyond the Core, Green/Forest area and the areas falling under the authorities of the Shimla Planning Area, the construction may be permitted strictly in accordance with the provisions of the TCP Act, Development Plan and the Municipal laws in force".

6. I am satisfied with the latest report submitted by the Junior Engineer, duly endorsed by Architect Planner, whereby it has been averred that the violation referred in the notice is still existing at the site in question and hence the said notice issued to the respondent under Section 253 read with Section 242 of Himachal Pradesh Municipal Corporation Act, 1994 vide notice

Attested

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No. 61 dated 02.09.2015 has become absolute and attained finality.

7. Since the respondent has admitted in her rebuttal as well as during arguments that she is ready to restore the building in question in terms of sanctioned map, therefore the respondent is directed to do the same within period of six weeks from the receipt of the copy of order, failing which water and electricity connection shall be disconnected and the map approved in favour of the respondent shall be withdrawn and further action for restoration of the building in terms of approved map be executed by the Roads and Building Department in collaboration with A.P. Branch at the risk, cost and responsibility of the respondent.

Further Architect Planner, M.C, Shimla is directed to get this order served upon the respondent in accordance with the provisions, contained in the Himachal Pradesh Municipal Corporation Act, 1994 and get the order executed either through the respondent or by taking assistance of the Road & Building Department of the Municipal Corporation, Shimla at the risk, cost & responsibility of the respondent. The compliance of the same be reported accordingly.

Attested

Announced.

Architect Planner
Municipal Corporation
Shimla

Commissioner,
MC, Shimla.

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Annex: R16/2/T

BEFORE THE COURT OF COMMISSIONER,
MUNICIPAL CORPORATION SHIMLA

Case No. 1952/Comm/15

Date of Institution : 02.09.2015

Date of Decision : 02.11.2019

Commissioner, M.C., Shimla

...Complainant

Versus

Smt. Kusum Sood,
R/o Plot No. A-500, Sector-4,
Phase -2, New Shimla, Shimla.

...Respondent

ORDER:

This order shall dispose off the case institute against the respondent in accordance with the provisions contained in H.P. Municipal Corporation Act, 1994.

2. The brief facts of the case are that a complaint was received qua alleged violation against the respondent & thereafter, the Junior engineer visited the site on 18.08.2015 and reported the fact of violation. Thus, taking cognizance of the report submitted by the Junior Engineer, which has been duly recommended by the Architect Planner, a notice under Section 256 of the H.P. Municipal Corporation Act, 1996 was issued vide notice No. 61 dated 02.09.2015. The contents of notice stipulate that the respondent has carried out illegal construction, the details whereof is as under:

At House / Plot No. A-500, Sector-4, New Shimla

34

You have erected / constructed an Attic floor over the building plan approved for three storeys without approval of the competent authority.

Detail as under:

Attic Floor 2.35*9.80m = 23.03 Sqm.

5.35m*7.40m = 39.59 Sqm.

Total Area = 62.62 Sqm.

3. The respondent has furnished the reply on 17.10.2015 qua the said notice & denied the contents of the notice. The JE was directed to examine the reply and submit the status report. The respondent has filed the rebuttal with respect to the status report on dated 02.05.2019 and contended that the concerned authority has approved the revised / completion plan vide order no. 140 (AP) dated 18.05.2015 and has constructed the Attic floor according to the approved drawings. Further the respondent has admitted that she is ready to remove the kitchen at her own expenses from the Attic floor, through same is not being used by her.

4. Further the Junior Engineer concerned has submitted that latest status report dated 04.09.2019, duly endorsed by the Architect Planner, which is on record and bare perusal of the said report transpires that respondent has raised the four sides of the roof and same are not zero at the edges, thus creating the additional storey as Attic floor. The alleged violation has not

been removed & it is still existing at site. This fact has also been verified by Architect Planner in the court on 02.11.2019.

5. Further, the Hon'ble National Green Tribunal vide its order dated 16.11.2017 in the case titled as Yogender Mohan Sengupta V/s Union of India & others has given following directions under para 112 (III) and the same is reproduced as under:

"Beyond the Core, Green / Forest area and the areas falling under the authorities of the Shimla Planning Area, the construction may be permitted strictly in accordance with the provisions of the TCP Act. Development Plan and the Municipal Laws in force".

6. I am satisfied with the latest report submitted by the Junior Engineer, duly endorsed by Architect Planner, whereby it has been averred that the violation referred in the notice is still existing at the site in question and hence the said notice issued to the respondent under Section 253 read with Section 242 of Himachal Pradesh Municipal Corporation Act, 1994 vide notice No. 61 dated 02.09.2015 has become absolute and attained finality.

7. Since the respondent has admitted in her rebuttal as well as during arguments that she is ready to restore the building in question in terms of sanctioned map, therefore the respondent is directed to do the same within period of six weeks from the receipt of the copy of order, failing which water and electricity connection shall be disconnected and the map approved in

favour at the respondent shall be withdrawn and further action for restoration of the building in terms of approved map be executed by the Roads and Building Department in collaboration with A.P. Brach at the risk, cost and responsibility of the respondents.

Further Architect Planner, M.C.Shimla is directed to get this order served upon the respondent in accordance with the provisions, contained in the Himachal Pradesh Municipal Corporation Act, 1994 and get the order executed either through the respondent or by taking assistance of the Road & Building Department of the Municipal Corporation, Shimla at the risk, cost & responsibility of the respondent. The compliance of the same be reported accordingly.

Announced.

Commissioner
MC, Shimla

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A.P.M.

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Indian-Non Judicial Stamp
Haryana Government



Date: 20/09/2016

Certificate No. POT20161879
SRN No. 20739697



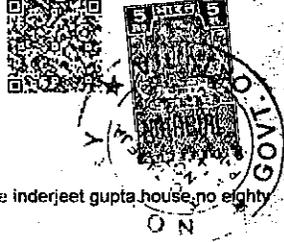
Stamp Duty Paid : ₹ 100
(Rs. Hundred Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Sunil Sood
H.No/Floor: 143 Sector/Ward: 7 LandMark: 0
City/Village: Panchkula District: Panchkula State: Haryana
Phone: 9216576999

Buyer / Second Party Detail

Name: Nirvanwoodsandhotelspvtttd
H.No/Floor: 0 Sector/Ward: 0 LandMark: 0
City/Village: Shimla District: Shimla State: Hp
Phone: 9216700999
Others: Thro its director pankaj gupta son of late nderjeet gupta house no eight
six sector twelve paanchk



Purpose: AGREEMENT

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

AGREEMENT TO SELL

450
22-9-16

This agreement is executed on the 21st day of September 2016 between Mr. Sunil Kumar Sood son of Late Sh. Hans Raj Sood, resident of House No. 143, Sector 7, Panchkula (Haryana) (hereinafter referred to as "First Party" which term of expression unless excluded by or repugnant to the subject of all contexts hereof, shall mean that include his heirs, executors, successors, legal representatives and administrators of the one part) and Messers Nirvana Woods & Hoteis Private Ltd. having its office at House No. 86, Sector-12, Panchkula (Haryana) through it's director and authorized signatory Sh. Pankaj Gupta s/o Sh. Inderjit Gupta, resident of House No. 86, Sector-12, Panchkula-134109 (Haryana),



[Handwritten signatures]

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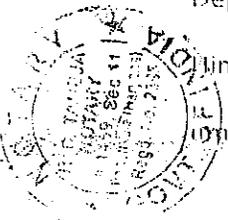
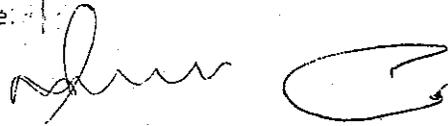
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(hereinafter referred to as "Second Party." which term of expression unless excluded by or repugnant to the subject of all contexts hereof, shall mean that include it's heirs, executors, successors, legal representatives and administrators of the other part).

Whereas the First Party is the owner in possession of land measuring 03-17-68 hectares comprising in Khasra No. (Annexure 1) situated at village kiyari & Rirka, Tehsil and District Shimla (Himachal Pradesh) as depicted in revenue details mentioned in the Annexure-1.

And whereas the First Party has been granted licence by Department of the town and country planning Himachal Pradesh vide their letter no. HIM/TP/APT-Lie. Sh. Sunil Kumar Sood/2015-9329-35 dated 17.12.2015.

Whereas the First party is desirous to sell his land as depicted in Annexure-1 along with transfer of the above license in favour of Second Party and the Second Party has agreed to purchase the said land and get the license transferred in its name from the Department of town and country planning as per Rule 56-A of Himachal Pradesh Town and Country Planning Rules 2014 as amended up-to-date.



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Now this agreement witnesses the following:-

1. Total consideration of the said land measuring 03-17-68 Hectares situated at village kiyari & Rirka, Tehsil and District Shimla Himachal Pradesh has been fixed at Rs.10.32 Crores (Ten Crores Thirty Two Lacs). An advance payment of Rs. 2.11 (Two Crores Eleven Lacs) has been paid by the Second Party to the First Party and the balance amount of Rs. 8.21 (Eight Crores Twenty one Lacs) will be paid by the Second Party at the time of getting the sale deed registered. The Registration of the sale deed in respect of the said land will be executed by the Second Party on or before 31 January 2017 or within 7 days from the date of grant of permission to the Second Party is received from the Government of Himachal Pradesh, or whichever is later.

2. The First Party hereby covenants with the Second Party as follows:-

i) The physical possession of the said land will be given to the Second Party on the receipt of the balance consideration of Rs. 8.21 (Eight Crores Twenty one Lacs).



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[Handwritten signature]

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ii) The stamp duty and other expenses for registration of the sale deed shall be borne by the Second Party.

iii) The First Party shall sign from time to time all the documents as may be deemed necessary in obtaining the permission to transfer the land in the name of the Second Party is granted by the Government of Himachal Pradesh under section 118 of Himachal Pradesh Tenancy and Land Reforms act 1972.

iv) The Second Party shall have the right to get the land transferred in its name from the court of law by making full payment as per the terms and conditions of this agreement. The advance given will be forfeited by the First Party in case the Second Party backs out from the deal.

3. After execution of sale deed measuring 03-17-68 hectares by a First Party in favour of Second Party, all assets and liabilities of the First party shall stand transferred in the name of Second Party.



[Handwritten signature] *[Handwritten signature]*

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In witness where of both the parties to this agreement have set their respective signatures on day, month and year written above.

Witnesses:

1. Mahendra Singh S/o H. M. Ishwar Chandra
Village Murgus P.O. Mubanspur
Taluk Derabassi


(Sunil Kumar Sood)

FIRST PARTY

2. M. S. R.
47 S. Road S/o V. P. S. R.
FLAT-no 30 BH-31
SECTOR-20
PANCHKULA

NIRVANA WOODS & HOTELS PVT. LTD.



Through its Director

Sh. Pankaj Gupta

SECOND PARTY



ATTESTED
R.C. TANEJA
NOTARY
Panchkula (Haryana)

23 SEP 2010

A T C

Sunil Kumar Sood
9/10

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Annex: R16/4
~~Annex: R16/4~~

पंजीकृत
वसीका नं. 650
दिनांक 01-05-17

PAN CARD
SELLER AGJPS6744E
PURCHASER AAECN9752B

SALE DEED

Sale Consideration Rs. 68,00,000/- Market Value of Land Rs. 67,87,700/-
e-Stamps Duty: Rs. 4,08,000/- Certificate No. IN-HP02200559448690P

Dated 1st day of May, 2017

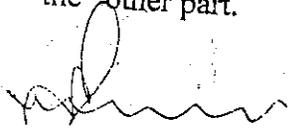
Circle Rate Rs. 3052/- per Sq. mtrs (un-cultivated category-iv)

Distance 100 to 1000 mtrs from the link road

THIS DEED OF SALE is executed at Shimla on this 1st day of May, 2017 BY Sh. SUNIL aged about 59 years, son of Sh. Hans Raj son of Sh. Gurbax Rai R/o Village / Muhal Garli, Tensil Rakkar, District Kangra, Himachal Pradesh (HERE-IN-AFTER CALLED THE FIRST PARTY /SELLER), which term where the context shall mean and include his representatives heirs, successor, executors, administrators, trustees, legal representatives of the one part

IN FAVOUR OF

M/s NIRVANA WOODS & HOTELS Pvt. Ltd. having its Registered office at House No. 335, Advocate Enclave, Sector-49A, Chandigarh, company registered under Sub Section (2) of Section 7 of the Companies Act 2013 and the CIN No. U55101CH2015PTC035609 issued by Assistant Registrar of Companies, Chandigarh through its Director Sh. Pankaj Gupta son of Sh. Inderjeet Gupta R/o House No. 86, Sector-12, Panchkula, Haryana-134109 (HERE-IN-AFTER CALLED THE SECOND PARTY/ PURCHASER) which term where the context shall mean and include its representatives, executors, administrators, trustees, legal representatives of the other part.





उप-पंजीकार शिमला
(ग्रामीण)

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(48)

Certificate No. IN-HP02200559448690P Dated 1st day of May, 2017

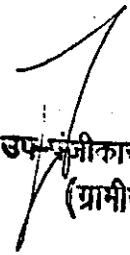
..2...

AND WHEREAS the SELLER is owner in possession of land comprised in Khata Khatoni No. 25/50min, Khasra No. 1, measuring 00-22-24 hectare situated at Mohal Rirka, Tehsil Shimla (R) District Shimla HP according to Nakal Jamabandi for the year 2010-2011 which is upto dated by patwari concerned which is attached herewith.

AND WHEREAS THE FIRST PARTY/ SELLER has agreed to sell by way of this Sale Deed and the SECOND PARTY/PURCHASER has also agreed to purchase the land comprised in Khata Khatoni No. 25/50min, Khasra No. 1, measuring 00-22-24 hectare situated at Mohal Rirka, Tehsil Shimla (R) District Shimla HP for a total sale consideration of Rs. 68,00,000/- (Rupees sixty eight lakhs only) and the PURCHASER has already paid the entire sale consideration to the SELLER and the SELLER has received full and final payment from the PURCHASER & the SELLER hereby acknowledges the receipt of same.

AND WHEREAS the SELLER hereby declares and covenants with the purchaser that he is the absolute owner of the land hereby sold and has a clear, legally valid and marketable title thereto and therefore, an absolute right to sell and convey the same to the purchaser in terms of this deed. The SELLER further declares that he has not done any acts, deeds or things so as to curtail, restrict or prejudice his right to convey or prevent him from selling the land hereby sold in terms of this deed.

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उप-प्रतीकार शिमला
(ग्रामीण)

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Certificate No. IN-HP02200559448690P Dated 1st day of May, 2017

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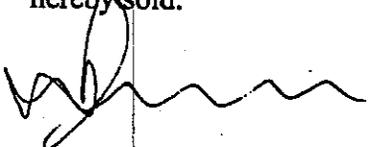
NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

IN PURSUANCE OF AFORESAID AGREEMENT AND for consideration of Rs.68,00,000/- (Rupees sixty eight lakhs only) the SELLER being the owner of the above-mentioned land, the seller has subsisting right to sell the above mentioned land comprised in Khata Khatoni No. 25/50min, Khasra No. 1, measuring 00-22-24 hectare situated at Mohal Rirka, Tehsil Shimla (R) District Shimla HP according to Nakal Jamabandi for the year 2010-2011 which is up to dated by patwari concerned which is attached herewith, ALONGWITH ALL THE RIGHTS OF EASEMENTS privileges appurtenances, paths, drainage's, construction, air, lights etc. AGREES to sell to the PURCHASER as per the following covenant.

AND WHEREAS THE PURCHASER HAS OBTAINED THE PERMISSION TO PURCHASE THE LAND U/S 118 (2) (h) OF HP LAND TENANCY & LAND REFORMS ACT 1972 and serial No. (6), Sub Rule-(3) of Rule 38 A of the Rules frame under the aforesaid Act from HP Govt. which is duly signed by Joint Secretary (Revenue) Himachal Pradesh vide No. Rev. B F (10) 69/2017 dated 26-04-2017.

Now the SELLER covenants with the PURCHASER as under:-

1. That the SELLER has delivered the vacant and peaceful possession of the sold vacant land only mentioned above to the PURCHASER on the spot and the sold land falls within 100 to 1000 mtrs from any other link road.
2. That further for the said consideration, the SELLER as the beneficial owner hereby conveys and sells absolutely to the PURCHASER the said land to hold the same as an absolute owner hereinafter peacefully, use and enjoy the same forever without any hindrances and intervention of the SELLER or any person claiming through his/her/them or her /their legal heirs or authorised agent. The purchaser has full right to sell or convey in any way or manner the said land hereby sold.



समयजीकार शिल्लक
(ग्रामीण)

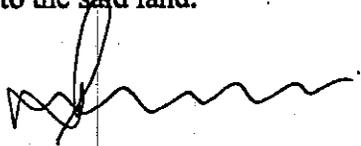
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Certificate No. IN-HP02200559448690P Dated 1st day of May, 2017

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3. That if there will be any defect in the title of land of the SELLER, in that event the SELLER shall make all the loss good suffered by the PURCHASER.
4. That the SELLER hereby undertakes to indemnify the PURCHASER in case any defect of title be found in the said land.
5. That the PURCHASER has borne all expenses of the stamp papers, service charges, Registration charges, etc.
6. That the SELLER hereby further declares that the land hereby sold is free from all encumbrances, lien, charge, mortgage, lease, court or other attachments, lis-pendens, acquisition and requisition proceedings, minor's claims or any other adverse proceedings or claims from third parties which are in any way detrimental to the interest of the PURCHASER.
7. That the PURCHASER shall be entitled to use all the usual paths, easementary rights, appurtenances paths, right of construction of the house etc.
8. That the SELLER hereby undertakes and agrees to get the mutation entered and attested in the all relevant revenue records and the SELLER has no objection in case the mutation / ownership of the land be attested in favour of the purchaser in the absence of the SELLER.
9. That all the charges, taxes, dues, cesses, rates levies etc., payable to any authority, if any due and pertaining to the said land for the period upto the date of execution of this deed shall be payable by the seller and thereafter by the PURCHASER. The SELLER shall fully indemnify the purchaser against any past due or liabilities in relation to the said land.



समप्रतीकार शिमला
(प्राप्ति)

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Certificate No. IN-HP02200559448690P Dated 1st day of May, 2017

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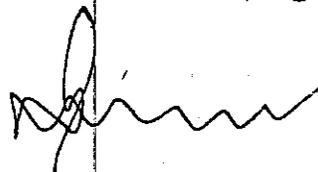
10. That the SELLER and his legal heirs, executors, administrators and legal representatives and assignees have now no right, title or interest or claim in the land in any manner and the SELLER, his heirs, executors administrators and legal representatives and assignees undertake not to interfere or enter this land at any point of time and further not to claim any right, title, compensation whatsoever that might have accrued earlier to the execution of this sale or after the execution of the sale deed.

11. That along with the execution of this sale deed, all previous agreements, understandings etc. written or oral, shall come to an end and the seller is left with no right, title or interest on claim in the said land.

12. That the PURCHASER shall be the sole and absolute owner of the land hereby sold with independent rights of ownership, possession, enjoyment and shall be entitled to deal with and dispose of the land as deems fit without any interference obstruction or hindrance from the SELLER or any one claiming under, through or in trust for him.

13. That the SELLER and PURCHASER are executing this deed of sale without any mental infirmity or any undue influence or pressure from any person.

PROVIDED ALWAYS AND It is hereby agreed that whatever and wherever such interpretation would be requisite to give this deed fullest possible scope and effect to any contract or covenant herein contained expressions, "SELLER and PURCHASER" includes their respective heirs, executors, administrators and legal representatives and assignees.



सम-पंजीकार शिन्ता
(प्रामीण)

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Certificate No. IN-HP02200559448690P Dated 1st day of May, 2017

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IN WITNESS WHEREOF the parties here to have signed this deed of sale on date month and year first above written: -

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SELLER

PURCHASER

WITNESS No. 1

WITNESS No. 2

Sh. Suraj son of Sh. Ashok Kumar
VPO Panesh, Tehsil & District Shimla

Mahinder Singh s/o Sh. Sureshwar Chand
R/o House No. 433/2, Ward No 2, Arjun
Nagar, Kaithal, Haryana

Identified by me

Hardev Singh

Advocate,
Distt. Courts Shimla
HIM-20/93

Drafted by me at the instance of the parties and the contents thereof have been read over and explained to the SELLER and PURCHASER which they admit to be correct as per their knowledge and put their Signatures in my presence.

Hardev Singh

Advocate

District Court Shimla
HIM/ 20/1993

उपरीजीकार शिमा
(प्रामाण)

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Party Details

Reference No. 822/2017

सब रजिस्ट्रार : शिमला(प्रामोण)

PhotoGraphs



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Party Name and Address

Finger Prints and Signatures

Seller

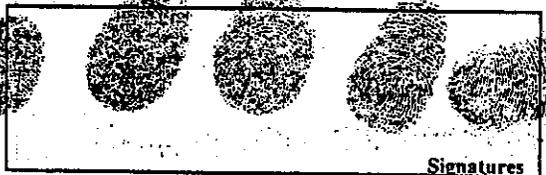
1. Sunil पुत्र Hans Raj पुत्र Gurbax Rai ,R/o Vill. Garli, Teh. Rakkar, Distt Kangra HP. PAN Card No AGJPS6744E.



Signatures

Buyer

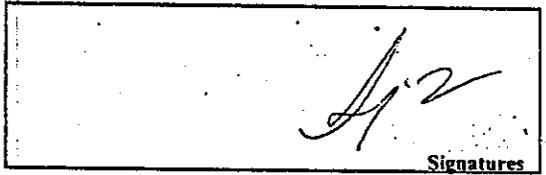
1. M/s Nirvana Woods & Hotels Pvt Ltd ,House No 335, Advocate Enclave, Sector-49A, Chandigarh. Pb. Through OTHER
Penkaj Gupta पुत्र Inderjeet Gupta पुत्र - ,R/o House No 86, Sector-12, Panchkula, Haryana-144109. PAN Card No AAECN9752B.



Signatures

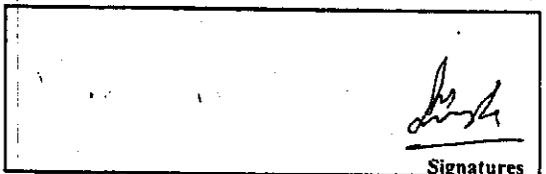
Witness

1. Suraj पुत्र Ashok Kumar पुत्र - ,R/o VPO. Panesh, Teh & Distt Shimla



Signatures

2. Mahinder Singh पुत्र Sureshwar Chand पुत्र - ,R/o House No 433/2, Ward No 2, Arjun Nagar, Kaithal, Haryana.



Signatures

Identifier

शिमला - निकनेट हिमाचल प्रदेश

पृष्ठ संख्या : 7

दिनांक: 01-05-2017

उप-प्रबन्धीकार शिमला
(प्रामोण)

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Deed Endorsement Details

सब रजिस्ट्रार : शिमला (ग्रामीण)		
No.: 1	Registration No: 650/2017	Registration Date : 01/05/2017
Reference No.: 822/2017	Deed Name: SALE/ CONVEYANCE	
Sub Deed Name: Sale of Share, Without Built Up Area, Within NAC Area, to Non Agriculturist		
Presentation Date 01/05/2017	Presenter : Sunil	
No. of Deed Pages 6	No. of Additional Pages: 3	No. of Annex. Pages 10
Stamp Duty Detail:		
[1] No(s) of Franking M/c Impressions, Franked By PNB Shimla, Vide No. IN-HP02200559448690P. Dated 01/05/2017, Amounting to Rs.408000/-		
Fee Details:		
Registration Fee: 136000	Receipt No.: 816/2017	Receipt Date: 01/05/2017
Mode of Payment: e-Receipt	Pasting Fee: 10	Total Fee 136010
	No: HP1501501705829	Date: 01/05/2017 Amount: 136010
Additional Book Pasting Details:		Supplementary Book Pasting Details:
Total No of Pages 9		No of Pages Annexure Pages 10
Pasting Date : 01/05/2017		Pasting Date : 01/05/2017
Additional Book No 1		Supplementary Book No : 1
Volume No.: 3862		Volume No: 1357
From Page: 77		From Page: 19
To Page : 85		To Page: 28
Certificate of Registration [As per the provisions of Registration Act]		
The Contents of this document were read over and explained to the Eecutant(s)/ Presentor(s) who understood all the conditions and admit(s) them to be true and correct. Hence, the Document is hereby, REGISTERED.		

हस्ताक्षर
सब रजिस्ट्रार

उप-पंजीकार शिमला
(ग्रामीण)

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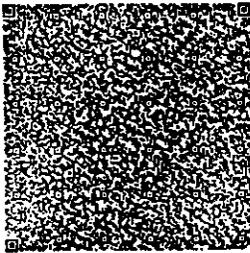


सत्यमेव जयते

**INDIA NON JUDICIAL
Government of Himachal Pradesh**

e-Stamp

Certificate No. : IN-HP02200559448690P
Certificate Issued Date : 01-May-2017 03:37 PM
Account Reference : NONACC (BK)/ hppnbk02/ SHIMLA URBAN/ HP-SM
Unique Doc. Reference : SUBIN-HPHPPNBBK0203990882772642P
Purchased by : MS NIRVANA WOODS AND HOTELS PVT LTD THR MAHINDER
Description of Document : Article 23 Conveyance
Property Description : KK-25/50MIN, KH-1 SITJATED AT MOHAL RIRKA TEH AND DISTT SHIMLA AND DESC AS PER DEED
Consideration Price (Rs.) : 68,00,000
(Sixty Eight Lakh only)
First Party : SH SUNIL KUMAR SOOD
Second Party : MS-NIRVANA WOODS AND HOTELS PVT LTD
Stamp Duty Paid By : MS NIRVANA WOODS AND HOTELS PVT LTD
Stamp Duty Amount(Rs.) : 4,08,000
(Four Lakh Eight Thousand only)



.....Please write or type below this line.....

[Handwritten Signature]

उप-पंजीकार शिमला
(ग्रामीण)

[Handwritten Signature]

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclostamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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Government of Himachal Pradesh
e-Registration Fee Receipt

Receipt No HP1501501705829
 Issue Date 01-MAY-2017 15:59
 ACC Reference NONSH/PUNJAB NATIONAL BANK HIMACHAL
 PRADESH/SHIMLA
 ESI Certificate No IN-HP02200559448890P
 Purchased By MS NIRVANA WOODS AND HOTELS PVT LTD THR
 MAHINDER
 Registration Fees Paid By MS NIRVANA WOODS AND HOTELS PVT LTD
 Property Description KK-25/50MIN, KH-1 SITUATED AT MOHAL RIRKA TEH
 AND DISTT SHIMLA AND DESC AS PER DEED
 Purpose Article 23 Conveyance

Particulars	Amount (Rs.)
Registration Fee	₹ 1,36,000.00
Misc Charges	₹ 10.00
Total Amount	₹ 1,36,010.00

(Rupees One Lakh Thirty-Six Thousand Ten Only)

Signature and Stamp of Issuing Authority

Statutory Alert :

This is a receipt of fees collected and should not be treated as receipt of Registration.
The authenticity of e-Registration Fee Receipt can be verified at website i.e.
<https://www.shcilestamp.com/Registration/>.



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कार्यालय ग्राम पंचायत रझाणा

डा० रझाणा, तहसील व जिला जामला (हि० प्र०)

दिनांक

Mr Sunil Kumar Sood
Village Kiari
Tehsil & Distt, Shimla

Dated : 01.10.2011

RE: NO OBJECTION CERTIFICATE

This is in reference to your application for setting up various Cottages at Village Rirka, we hereby grant our No Objection Certificate and confirm the following:-

1. That the demand for water for drinking and other proposes of the project has been understood and it has been seen that there will be no adverse impact on the existing inhabitants.
2. That the sanitation arrangements of the project have been understood and it has been seen that there will be no adverse costs or impact on the existing inhabitants and the environment.
That the solid waste management system for the project has been understood and it has been seen that there will be no adverse impact on the exiting inhabitants.
3. That the road network and parking space provision of the project has been understood and it has been seen that there will be no adverse impact on the existing inhabitants.
4. That the provision of green cover and open spaces of the project has been understood and it has been seen that there will be no adverse impact on the existing inhabitants.
5. That the overall dimensions of project size, proposed buildings etc, have been understood and it has been seen that there will be no adverse impact on the existing inhabitants.
6. Further the Gram Panchayat has no objection of your Housing Colony using the road passing through the village of Rirka & Kiari.



दिनांक 01/10/11

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Dated: 01.10.2011

Mr. Sunil Kumar Sood
Village Kiari
Tehsil & Distt. Shimla

Re. NO OBJECTION CERTIFICATE

This is in reference to your application for setting up various Cottages at Village Rirka we hereby grant out No Objection Certificate and confirm the following:

1. That the demand for water for drinking and other proposes of the project has been understood and it has been seen that there will be no adverse impact on the existing inhabitants.
2. That the sanitation arrangements of the project have been understood and it has been seen that there will be no adverse costs or impact on the existing inhabitants and the environment.
3. That the solid waste management system for the project has been understood and it has been seen that there will be no adverse impact on the existing inhabitants.
4. That the road network and parking space provision of the project has been understood and it has been seen that there will be no adverse impact on the existing inhabitants.
5. That the provisions of green cover and open spaces of the project has been understood and it has been seen that there will be no adverse impact on the existing inhabitants.
6. That the overall dimensions of project size, proposed buildings etc. have been understood and it has been seen that there will be no adverse impact on the existing inhabitants.
7. Further the Gram Panchayat has no objection of your Housing Colony, using the road passing through the village of Rirka & Kiari.

Thanking you,

Sd/
Dated 5.10.11

No. IPH-SE-P&I-II-EE-GWA/2014: 552
 Himachal Pradesh
 I & PH Department
 Dated Shimla the 6th August, 2014.

To

Sh. Sunil Kumar Sood,
 S/O Late Sh. Mans Raj Sood,
 Vill. Kiyari, & Rirka, Tehsil & Distt. Shimla (H.P.).

Sub:-

Application for permission to drilling of bore well in non notified area under Ground Water Act. 2005.

Application has been received in this Authority office vide letter No. Nil dt:- 02/08/2014 vide which you have requested to issue the 'No Objection Certificate' for permission to extract ground water for your organization.

It is to informed that only 8 Civil Sub-Divisions namely Poanta, Nahan, Nalagarh, Solan, Una, Amb, Jawali and Nurpur have been notified under Himachal Pradesh Ground Water (Regulation and Control of Development and Management) Act, 2005, where the permission is mandatory for drilling/sinking of new tube well for use of Ground Water

Since the area falls under Shimla Rural Distt. Shimla civil sub-division, which has not been notified under the said act for seeking permission to drill tube well. As such this Authority has "No Objection" for drilling of Tube Well by your firm in non-notified areas.


 Member Secretary HPGWA-Cum-
 Superintending Engineer,
 P&I Unit, Jai Bhawan,
 Shimla-9.

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HIMACHAL PRADESH STATE ELECTRICITY BOARD
(A State Govt. undertaking)

NO.SED/DS-33/2014-15- 4/2/14

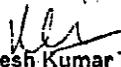
Dated:- 22/8/14

To

Shri. Sunil Kumar Sood,
143, Sector -7, Panchkula,
Haryana.

Sub:- Issuance of No Objection Certificate.

This is with reference to your letter No. Nil dated 28/7/2014 & 10/8/2014 vide which you have sought 'No Objection Certificate' for Proposed Housing Complex at Village Kayari & Rirka, Tehsil Shimla Rural, Distt. Shimla (HP) from this office. The site for proposed construction is cleared from HPSEBL side. This office has no objection subject to condition that you shall have to provide right of way for erection of pole/laying of wires etc in future to release the electric connections in the vicinity.


(Er. Rakesh Kumar Thakur)
Sr. Executive Engineer,
Shimla Electrical Division No.1,
HPSEB Ltd., Shimla-2.

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No. RK /
Himachal Pradesh Forests Department

Dated Shimla, 18/11/14

To:

Director,
Town & Country Planning Deptt.,
Shimla-9, H.P.

Sub:

Status report.

Kindly reference to your office letter No. HIM/TP/Apt, Lic/ Sr
Sunil Kumar Sood /2013-I-8962-63 dated 29.09.2014 on the subject cited above.

The status report of the Kh. No. 1363/1127/632/1 641, 408,
1372/426, 613, 626/1, 626/3, 1374/627, 1376/1126/628, 629, 630, 631, 1365/1137/632,
1369/1137/632, 642, 643, 645, 644, 646, 649, 429/1, 640 Mohal up mohal kayari and and
1, 2, 3, 4, 5, Mauja Ridka Tehsil and District Shimla received from the Range Officer
Mashobra is enclosed herewith in original for favour of further necessary action at your
end please.

Encls : As above.

V. Chawla
Divisional Forest Officer,
Shimla Forest Division,
Tel No. 0177-2623412



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No. RK/5092
Himachal Pradesh Forests Department
Dated Shimla 18.11.14

To

Director,
Town & Country Planning Deptt
Shimla-9, H.P.

Sub. Status Report

Sir,

Kindly reference to your office letter No. HIM/TP/Apt,

LIC Sr. Sunil Kumar Sood/ 2013-1-8962-63 dated 29.09.2014
on the subject cited above.

The status report of the Kh. No. 1363/1127/632/1,
641, 408, 1372/426, 613, 626/1, 626/3, 1374/627 1376/628,
629, 630, 631, 1368/1137/632, 1369/1137/632, 642, 643, 645,
644, 646, 649, 429/1, 640 Mohal UP mohal kayari and 1, 2, 3,
4, 5, Mauja Ridka Tehsil and District Shimla received from the
Range Officer Mashobra is enclosed herewith in original for
favour of further necessary action at your end please.

Encs. As above.

Divisional Forest Officer,
Shimla Forest Division,
Tel No. 0177-2623412



REPORT OF FOREST DEPARTMENT FOR NON FOREST LAND.

1. Name of land owner Sh. Sunil Kumar S/o Sh. Hans Raj.
2. Khasra No. 1363/1127/632/1, 641, 408, 1372/426, 613, 626/1, 626/3, 1374/62, 7, 1376/1126/628, 629, 630, 631, 1368/1137/632, 1369/1137/632, 642, 643, 64, 5, 644, 646, 649, 429/1 and 640. Mauja/Kayari and Rirka.
3. Map No. HIM/TP/Apt.Lic/Sh.Sunil Kumar Sood / 2013-1-8962-63 dated 26.09.2014.
4. Date of inspection 1.10.2014
5. Whether the proposed construction is exclusively on the land of owner Sunil Kumar Sood.
6. Whether the boundary of land is delineated by boundary pillars Yes
7. Distance of boundary of this land Forest land See notes
8. Has the owner or his family member committed any forest offence no
9. Shape of land Sloping
10. Will the construction lead to soil erosion -----
11. Is there probability of damage to trees during construction -----
12. Will any tree or its branches hinder the construction? If, yes complete detail be attached.
13. Detail of trees standing on the land.

S.No.	Species	Class	Condition	Location of trees.
1.	Ban	V= 13, IV= 21, III= 17, IIA= 1 & IIB=1	Living well	To be shown with S.No. on the map.
2.	Deodar	V=1	- do -	
3.	Chil	V= 9, IV= 11 & III= 6	- do -	
4.	/Kakar (BL)	III=1 & IIA=1	- do -	
5.	Po/pular	IIA=1	- do -	

Signature:  Date: 17-11-14 Name Designation: Dr. Richa Banerjee Range Forest Officer Mahendernagar

Range Forest Officer
Mahendernagar Forest Range
Mahendernagar (H.P.)



REPORT OF FOREST DEPARTMENT FOR NON FOREST LAND

1. Name of land owner Sh. Sunil Kumar S/o Sh. Hans Raj
2. Khasra No. 1363/1127/632/1, 641, 408, 1372/426, 613, 626/1, 626/3, 1374/627 1376/628, 629, 630, 631, 1368/1137/632, 1369/1137/632, 642, 643, 645, 644, 646, 649, 429/1 and 640. Mauja Kayari and Rirka.
3. Map No. HIM/TP/LIC/ Sh. Sunil Kumar Sood/2013-1-8962-63 dated 26.09.2014.
4. Date of inspection 1.10.2014
5. Whether the proposed construction is exclusively on the land of owner Sushil Kumar Sood
6. Whether the boundary of land is delineated by boundary pillars- yes
7. Distance of boundary of this land Forest land -200 Meter.
8. Has the owner or his family member committed any forest offence -nil
9. Shape of land- slappy
10. Will the construction lead to soil erosion -
11. Is there probability of damage to trees during construction.
12. Will any tree or its branches hinder the construction? If, yes complete detail be attached.
13. Detail of trees standing on the land

S.No.	Species	Class	Conditions	Location of trees
1.	Ban	V=13, IV-21, III=17, IIA=1 & IIB-1	Grooming well	To be shown with S.No. on the map.
2.	Deodar	V=1	-do-	-
3.	Chil	V=9, IV=11 & III=+	-do-	-
4.	Kakar (BL)	III-1 & IIA=1	-do-	-
5.	PO/Pular	IIA=1	-do-	-

Signature

Date

Name Designation

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HIMACHAL PRADESH
IPH DEPARTMENT

No. IPHDS-CB-WS-NOC/14

9310 -11

Dated:-

19/8/14

Shri Sunil Kumar Sood
Village Kiyari & Rirka
Tehsil & Distt Shimla.

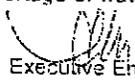
Subject:- NOC for settigg up a Residential Colony.

Reference:- Your application Nil dated 28.07.2014.

in this connection, as recommended by the Assistant Engineer, IPH Sub-Division No.1,Shimla-9 vide his letter No. 970-71 dated 11.08.2014 regarding setting up of a Residential Colony in Village Kiyari & Rirka Tehsil & Distt. Shimla,H.P.is hereby accorded subject to the following Terms and Condition:-

1. No water supply scheme/ Lift Irrigation scheme of the Department are effected on this account
2. During drought in summer season especially during scarcity of water , you will not use/ lift the water .
3. The Department reserves the right to withdraw this NOC if it is adversely effecting the running of the Departmental schemes.
4. You shall be bound to accept all the Terms & Conditions specified by the Department time to time as admitted in your own affidavit.
5. NOC from the lqcal body like Municipal Council , NAC on Gram Panchayat shall be sought separately by the applicant.
6. Departmental pipes if any in the proposed land will be recovered and relaid at the cost of the firm

It is also further intimated that no drinking water supply will be provided on demand as there is acute shortage of water in this area.


Executive Engineer,
IPH Division, No. 1,
Shimla-9.

Division No.1,Shimla-9 with information

Copy to the Assistant Engineer, IPH Sub-reference to his letter referred to above for

Executive Engineer,
IPH Division, No. 1,
Shimla-9.

No. HOM(FS)(HQ)6-10/76-2014-Shimla-IX-3895
 Directorate of Fire Services, Himachal Pradesh Shimla-2

From:

The Chief Fire Officer,
 Himachal Pradesh Shimla-2

Sh. Sunil Kumar Sood,
 143, Sector-7, Panchkula (Haryana)

Dated Shimla-171002

24th November, 2014.

Subject:

Issuance of NOC for additional land Khasra No. 643, 647, 648 situated at Village Kiyari and Khasra No. 3, 2, 6, 7, 321/10 situated at Village Rirka for issue of No Objection Certificate.

To Sir,

With reference to the Divisional Fire Officer, Fire Division Shimla-3 letter No. HOM (FS)SML(G)7/Inspection/91-1918 dated 2-11-2014 on the subject cited above.

The Provisional NOC is hereby issued for one year (i.e. 24-11-2014 to 23-11-2015) in favour of Sh. Sunil Kumar Sood, 143, Sector-7, Panchkula, Haryana for the construction of housing colony on the land comprised in Khasra No. 643, 647, 648 situated at Village Kiyari, Tehsil Shimla(R), Distt. Shimla H.P. and Khasra No. 6, 7, 2, 9, 321/10 situated at Village Rirka, Tehsil Shimla(R) Distt. Shimla H.P. subject to the condition that the construction of housing colony should be as per norms laid down in NBC, Part-IV. Meanwhile copy of NOC issued by the T & CP deptt. Map and Drawings duly approved by the competent authority along with relevant documents may be supplied at an earliest so that process of completing all codal formalities with regard to construction and provision of first aid fire fighting, Water Storage Tank, Pump House, rescue and emergency evacuation procedure could be followed in order to issue final NO OBJECTION CERTIFICATE

It is further intimated that the construction agency/ proprietor will be entirely responsible for providing roads of required width upto the housing colony on which the heavy vehicles can be driven.

Yours Faithfully,


 Chief Fire Officer,
 Himachal Pradesh Shimla-2

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No. HOM/(FS) (HQ) 6-10/76-2014-Shimla-IX-7895
Directorate of Fire Services, Himachal Pradesh, Shimla-2

From

The Chief Fire Officer,
Himachal Pradesh, Shimla-2

To

Sh. Sunil Kumar Sood,
143, Sector -7, Panchkula (Haryana)
Dated : Shimla-171002 24th November, 2014

Subject:- Issuance of NOC for additional land Khasra No. 643,
647 648, situated at Village Kiyari and Khasra No. 8,
9, 6, 7, 321/10 situated at Village Rirka for issue of
NO Objection Certificate.

D/Sir,

With reference to the Divisional Fire Officer, Fire
Division Shimla-3 letter No. HOM (FS) SML(G) (7) Inspection/91-
1918 dated 2.11.2014 on the subject cited above.

The Provisional NOC is hereby issued for one year
(i.e. 24.11.2014 to 23.11.2015) in favour of Sh. Sunil Kumar
Sood, 143, Sector -7, Panchkula, Haryana for the construction of
housing colony on the land comprised in Khasra No. No. 643,
647 648, situated at Village Kiyari and Khasra No. 8, 9, 6, 7,
321/10 situated at Village Rirka Tehsil Shimla (R), District
Shimla, H.P. subject to the condition that the construction of
housing colony should be as per the norms laid down in NBC,
Part-IV. Meanwhile copy of NOC issued by the T & CP deptt. Map
and Drawings duly approved by the competent authority
alongwith relevant documents may be supplied at an earlier so
that process of completing all codal formalities with regard to
construction and provision of first aid fire fighting, Water Storage
Tank, Pump House, rescue and emergency evacuation procedure
could be followed in order to issue final NO OBJECTION
CERTIFICATE.

It is further intimated that the construction agency /
proprietor will be entirely responsible for providing roads of
required width upto the housing colony on which the heavy
vehicles can be driven.

Yours faithfully,
Sd/-
Chief Fire Officer
Himachal Pradesh, Shimla-2

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REPORT OF FOREST DEPARTMENT FOR NON-FOREST LAND

1. Name of land owner Sh. Sunil Kumar Sh. Hans Roy
Khasra No. 644, 648, 6, 7, 8, 9, 321 Nauga Kishu + Ridda

2. Map No. HJN/TP/Ad. Lic. Sh. Sunil Kumar Sood 2015-1-1531-3-2015

- 3. Date of inspection 12-2-2015
- 4. Whether the proposed construction is exclusively on the land of owner Sh. Sunil Kumar Sood
- 5. Whether the boundary of land is delineated by boundary pillars Yes
- 6. Distance of boundary of this land Forest land 200 mtr
- 7. Has the owner or his family member committed any forest offence No
- 8. Shape of land Irregular
- 9. Will the construction lead to soil erosion No
- 10. Is there probability of damage to trees during construction No
- 11. Will any tree or its branches hinder the construction? If yes, detail be attached No
- 12. Detail of trees standing on the land

S.No.	Species	Class	Condition	Location
	Deodar	IV = 2, V = 7, III = 2, II A = 2	Growing trees	To be shown with S.No. on map
	Chil /Kakar (BL)	IV = 1, III = 1, II A = 1, II B = 1		

Signature
Range Forest Officer,
Mashobra Forest Range,
Mashobra (H.P.)

Date
12-2-2015

Name Designation



REPORT OF FOREST DEPARTMENT FOR NON FOREST LAND

1. Name of land owner Sh. Sunil Kumar S/o Sh. Hans Raj
2. Khasra No. 647 and 648, 6, 7, 8, 9, 321/10 Mauja Kayari and Rirka.
3. Map No. HIM/TP/LIC/ Sh. Sunil Kumar Sood/2013-1-12331-32 dated 7.1.2015
4. Date of inspection 4.2.2015
5. Whether the proposed construction is exclusively on the land of owner Sushil Kumar Sood
6. Whether the boundary of land is delineated by boundary pillars- yes
7. Distance of boundary of this land Forest land -200 Meter.
8. Has the owner or his family member committed any forest offence -nil
9. Shape of land- slappy
10. Will the construction lead to soil erosion -
11. Is there probability of damage to trees during construction
12. Will any tree or its branches hinder the construction? If, yes complete detail be attached.
13. Detail of trees standing on the land

S.No.	Species	Class	Conditions	Location of trees
1.	Ban	V=2, IV=7, III=2, IIA-2	Grooming well	To be shown with S.No. on the map.
2.	Deodar		-do-	-
3.	Chil		-do-	-
4.	Kakar (BL)	V-1, III-1, IIA1, IIB1	-do-	-
5.	PO/Pular		-do-	-

Signature

Date: 12.2.2015 Name Designation

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(1-1)

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No. 9623
Himachal Pradesh Forest Department,

Dated Shimla-2, the 16-3-2015.

From:

Divisional Forest Officer,
Shimla Forest Division,

To

The Director,
Town & Country Planning Department,
Shimla HP.

Subject:

Issuance of NOC for addition of land setting up a residential colony.

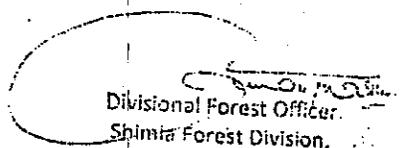
Sr.

Kindly refer to your office letter No. HIM/TP/Apt.Lic. Sh: Sunil Kumar Sood/2013-1/12331-32 dated 07.01.2015 and in continuation to this office memo No. R.K/ 5092 dated 18.11.2014 on the subject cited above.

2. The status report of the Khasra Nos. 647 and 648 at village Kairi and Khasra No. 5,7,8,9,321/10 at Village Rirka situated at Up- Mohal Kayari, Tehsil and District Shimla received from Range Officer Mashobra is enclosed herewith in original for favour of further necessary action at your end please.

It is also pertinent to mention here that 27 number of trees of various species are standing on the said land. It may be ensured that no tree will be felled without prior permission of the competent authority.

Encl As above:


Divisional Forest Officer,
Shimla Forest Division,
Shimla-2

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No. 9623
Himachal Pradesh Forests Department
Dated Shimla 16.3.2015

From

Divisional Forest Officer
Shimla Forest Division,

To

Director,
Town & Country Planning Deptt
Shimla-9, H.P.

Sub.

Issuance of NOC for addition of land setting up a residential colony.

Sir,

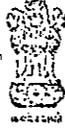
Kindly reference to your office letter No. HIM/TP/Apt,
LIC Sr. Sunil Kumar Sood/ 2013-1/12331-32 dated 07.01.2015
and in continuation to this office memo No. RK /5092 dated
18.11.2014 on the subject cited above.

The status report of the Kh. No. 647 and 648 at Village Kiari and Khasra No. 6, 7, 8, 9, 321/10 at Village Rirka situated at Up Mohal Kayari Tehsil and District Shimla received from the Range Officer Mashobra is enclosed herewith in original for favour of further necessary action at your end please.

It is also pertinent to mention here that 17 number of trees of various species are standing on the said land. It may be ensured that no tree will be felled without prior permission of the competent authority.

Encls. As above.

Divisional Forest Officer,
Shimla Forest Division,
Shimla-2



State Level Environment Impact Assessment Authority Himachal Pradesh

Ministry of Environment, Forest & Climate Change, Government of India,
at Department of Environment Science & Technology,
Paryavaran Bhawan, Near US Club, Shimla-1
Ph: 0177-2656555, 2656608, Fax: 2659009

No. SELAA/24th Meeting/2016-

Dated: 2/3/2016

PROCEEDINGS OF 24th MEETING OF SELAA, HIMACHAL PRADESH, HELD IN THE CONFERENCE HALL OF DEPARTMENT OF ENVIRONMENT, SCI. & TECH., PARYAVARAN BHAWAN, SHIMLA-1 ON 27th FEBRUARY 2016 AT 12:30 P.M.

At the outset, the Member Secretary (HPSELAA) extended warm welcome to Sh. S. V. ... (Retd.) as a new Chairperson, HPSELAA. The Member Secretary expressed the Chairman of the message from Member SELAA, Prof. Rajnish Shrivastava that due to an urgent meeting he was unable to attend the meeting. The matter was discussed and it was decided that the meeting may be convened in view of the pendency of case applications as proposed. With the permission of Chair, following agenda items were discussed:

ITEM NO. 1:

The Authority was apprised that the Performance Audit of "Environment Clearance and Post Clearance Monitoring" for inclusion in the Central Audit Report (CAR) for the year 2015-16 has been conducted by the office of Principal Accountant General (Audit), Himachal Pradesh. The audit party conducted the audit in the office of SELAA w.o.f. 2-4 December 2015 and after auditing the relevant records, 6 number of audit memos were issued. The audit memo-wise reply has been furnished and submitted to the office of Dy. A.G. (Eco. Sector) office of Principal Accountant General (Audit), Himachal Pradesh accordingly. (Concerned Audit file placed for kind perusal). The final audit report is awaited. However, it was decided that the actions as may be possible in light of observations of audit memos may be initiated in anticipation of recommendations.

ITEM NO. 2:

The matter regarding providing all financial and logistic support including accommodation, transportation and such other facilities in respect of all statutory functions of SELAA and SEAC Himachal Pradesh was discussed, since the TADA/bills of SELAA members are not cleared and pending since long in DEST due to non availability of budget etc. The sitting fee, travelling allowances/ dearness allowances to Chairman and Members of SELAA & SEAC are being paid by the Department for which no special budget is allotted.

It was strongly felt that the HPSELAA should also start levying application processing fee on similar lines of MPSELAA, Gujarat SELAA and Tamil Nadu SELAA etc. These authorities have also prescribed processing fee for applications being received for environment clearances. SELAA Bhopal has notified Rs. 5,000/- as processing fee/ administrative charges from the projects.

It was decided that a Committee of three members viz. Member Secretary (SELAA), Secretary (SEAC) and Accounts Officer (DEST) may examine the procedure and may suggest a detailed mechanism and make a proposal on account of same to be placed in the next SELAA Meeting for final decision immediately.

ITEM NO. 2.1:

It was observed that under the head CSR cost, some funds as estimated were required to be spent by the entrepreneur. Moreover the objective and the actual situation on the site was found to be unverified. As such it was observed that in the next Meeting, an indicative list of schemes under CSR and desirability of placing the same with the local Panchayat be placed by the Department of Environment, Science and Technology before the Authority for discussion and decision.

ITEM NO. 3:

After deliberating on the notifications issued by MoEF&CC, GoI vide notification No. S.O. 141(E) dated 15/1/2016 and S.O. 190 (E) dated 20/1/2016, the Authority observed that through the cases of mining of minor minerals having individual lease areas less than or equal to 5 hectares and cluster-

36

340

375

The proposal was listed in 40th meeting of SEAC and it was decided that case shall be reappraised after compliance to certain observations. In compliance to the observations of SEAC the project proponent has submitted all the documents and the application was listed before the SEAC 41st Meeting. After deliberating on the certificate of mining department regarding distance of his mine from other mines within the periphery of 500 meters and considering the facts placed before the committee, the SEAC observed that it is a cluster case and directed the project proponent to present his case to the SLO&CC, Govt.

After deliberating on the recommendations of SEAC the authority approved the grant of Environment Clearance in favour of the Unit stipulating the conditions recommended by SEAC.

5.11 Sh. Amit Bindal S/o Sh. Ram Avtar Bindal, Bindal colony, Circular Road, Solan, District-Solan, Himachal Pradesh

Brief outline of the project:

- a) Project type Extraction of Sand.
- b) Project Location Khasra number 169/103/79/7a (4-12 bighas), 111/15 (3-16 bighas), 37 (0-12 bighas), 116/5/79/36 (3-14 bighas) & 116/5a (0-09 bighas) falling in village & revenue jurisdiction of Tehsil & District-Solan, Himachal Pradesh.
- c) Capacity 5,090 TPA.
- d) Mining Area 14-16 Bighas, 1.1328 hectare (Private land, hill slope).
- e) EMP Cost Capital Cost:Rs. 3.0 lakhs; Recurring cost:Rs. 1.30 lakhs.

The proposal was listed in 40th meeting of SEAC and it was decided that case shall be reappraised after compliance to certain observations. In compliance to the observations of SEAC the project proponent has submitted all the documents and the application was listed before the SEAC 41st Meeting. After deliberating on the information submitted by the project proponent and considering the facts placed before the committee, the SEAC recommended the case application for consideration of grant of environmental clearance by the SEIAA, subject to fulfillment of project 'Specific Conditions' as at Annexure-A and 'General Conditions' to be stipulated as at Annexure-B.

After deliberating on the recommendations of SEAC the authority approved the grant of Environment Clearance in favour of the Unit stipulating the conditions recommended by SEAC.

5.12 Sh. Sanil Kumar Sood, M/s Homelands Exotica-mixed land use construction project, 143, Sector-7, Panchkula, Haryana-134 109.

Brief outline of the project:

- a) Project type Homelands Exotica-mixed land use construction project.
- b) Project Location Khasra number 1363/1137/632/1, 641, 608, 1370/436/3, 261 & 620/3, 1374/627, 1370/1120/626, 629, 630, 631, 1365/1137/632, 1366/1137/632, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 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1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 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2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526,

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SEAC the project proponent has submitted all the documents and the application was listed before the SEAC 41st Meeting. After deliberating on the information submitted by the project proponent and considering the facts placed before the committee, the SEAC recommended the case application for consideration of grant of environmental clearance by the SEIAA, subject to fulfillment of project 'Specific Conditions' as at Annexure-A and 'General Conditions' to be stipulated as at Annexure-B.

After deliberating on the recommendations of SEAC the authority approved the grant of Environment Clearance in favour of the Unit stipulating the conditions recommended by SEAC.

5.13 Sh. Prinu Thakur, S/o Sh. Gopi Ram, M/s Kullu Stone Crusher, Village - [unclear] & District-Kangra, Himachal Pradesh.

Brief outline of the project:

- a) Project type: Extraction/collection of Sand, Stone & Bajri.
- b) Project Location: Khasra number Khasra numbers 53 (2-51-50 hectare), 1/2 (2-41-97 hectare) falling in Mauza Lunj Mohal Pori of Tehsil & District-Kangra, Himachal Pradesh.
- c) Capacity: 34,330 TPA.
- d) Mining Area: 4-93-47 hectare.
- e) EMP Cost: Capital Cost: Rs. 0.95 lakhs; Recurring cost: Rs. 0.5 lakhs. minimum.

The case was listed in 40th Meeting of SEAC and it was decided that case shall be reappraised after compliance to certain observations. In compliance to the observations of SEAC the project proponent has submitted all the documents and the application was listed before the SEAC 41st Meeting. After deliberating on the information submitted by the project proponent and considering the facts placed before the committee, the SEAC recommended the case application for consideration of grant of environmental clearance by the SEIAA, subject to fulfillment of project 'Specific Conditions' as at Annexure-A and 'General Conditions' to be stipulated as at Annexure-B.

After deliberating on the recommendations of SEAC the authority approved the grant of Environment Clearance in favour of the Unit stipulating the conditions recommended by SEAC.

5.14 Sh. Inder Singh, S/o Sh. Sunder Singh, Village & Post Office-Karoo, Tehsil-Paonta Sahib, District-Sirsa, Himachal Pradesh.

Brief outline of the project:

- a) Project type: Extraction/collection of Sand, Stone & Bajri.
- b) Project Location: Khasra number 805/1/1 falling in Mauza Bhaupar-II, Tehsil-Paonta Sahib, District-Sirsa, Himachal Pradesh.
- c) Capacity: 21,060 TPA.
- d) Mining Area: 2.2620 hectare (Private land, river bed).
- e) EMP Cost: Capital Cost: 0.5 lakhs; Recurring cost: 0.9 lakhs.
- f) CSR cost: Capital Cost: 1.0 lakhs; Recurring cost: 0.2 lakhs.

The case application was listed before the SEAC in 40th Meeting. After deliberating on the information submitted by the project proponent and considering the facts placed before the committee, the SEAC recommended the case application for consideration of grant of environmental clearance by the SEIAA, subject to fulfillment of project 'Specific Conditions' as at Annexure-A and 'General Conditions' to be stipulated as at Annexure-B.

After deliberating on the recommendations of SEAC the authority approved the grant of Environment Clearance in favour of the Unit stipulating the conditions recommended by SEAC.

Approved
[Signature]

Annexure 'A'

Specific Conditions:

- i. Stone and Dajri is not allowed to be sold to crushers not having consent to establish and operate and also not complying with the condition stipulated by State Pollution Control Board.
- ii. The project proponent shall obtain Consent to Establish and Consent to Operate from the respective Pradesh Pollution Control Board and effectively implement all the conditions stipulated therein.
- iii. Environment clearance is subject to final order of the Hon'ble Supreme Court of India in the matter of Cau Foundation Vs. Union of India in Writ Petition (Civil) No. 154 of 2004, as may be applicable to this project.
- iv. Annual replenishment report certified by an authorized agency shall be submitted. In case the replenishment is low, the mining activity/ production levels shall accordingly be decreased/ stopped.
- v. Effective safeguard measures shall be taken to control particulate matter level so as to ensure that these are within permissible limit.
- vi. Regular monitoring of ambient air quality shall be carried out and records maintained. The results of monitoring shall be submitted to MoF&CC and its Regional Office and CPCB, SPCB regularly.
- vii. Effective safeguard measures, such as regular water sprinkling shall be carried out in critical areas prone to air pollution and having high levels of particulate matter such as loading and unloading point and air transfer points. Extensive water sprinkling shall be carried out on haul roads. It shall be ensured that the Ambient Air Quality parameters conform to the norms prescribed by the Central Pollution Control Board in this regard.
- viii. The project proponent shall undertake adequate safeguard measures during mining and ensure that due to this activity the hydro-geological regime of surrounding area shall not be affected. Regular monitoring of ground water level and quality shall be carried out around the mine lease area by establishing a network of existing wells and installing new piezometers during the mining operation. The periodic monitoring (at least four times in a year - pre-monsoon (April-May), monsoon (July), post-monsoon (November) and winter (January); once in each season) shall be carried out in consultation with the State Ground Water Board/Central Ground Water Authority and the data thus collected may be sent regularly to the MoF&CC and its regional Office Lucknow, the Central Ground Water Authority and the Regional Director, Central Ground Water Board. If at any stage it is observed that the groundwater table is getting depleted due to the mining activity, necessary corrective measures shall be carried out.
- ix. The project proponent shall obtain necessary prior permission from the competent authority for diversion of requisite quantity of water for the project.
- x. Appropriate mitigative measures shall be taken to prevent pollution of the river in consultation with the State Pollution Control Board. It shall be ensured that there is no leakage of oil and grease in the river from the vehicles used for transportation.
- xi. Vehicular emission shall be kept under control and regularly maintained. The material transportation shall be carried out through the covered trucks only and the vehicles carrying the minerals shall not over-load.
- xii. No drifting and blasting operation shall be carried out.
- xiii. Mineral handling area shall be provided with the adequate number of high efficiency dust extraction system. Loading and unloading areas including all the transfer points should also have efficient dust control arrangements. These should be properly maintained and operated.
- xiv. Periodical medical examination of the workers engaged in the project shall be carried out and records maintained. For the purpose, schedule of health examination of the workers should be drawn and followed accordingly.
- xv. Provision shall be made for the housing of construction labour within the site with adequate infrastructure and facilities such as food for cooking, drinking water, first aid, etc. and also medical facilities such as, creche etc. The housing may be under taken during the mining operation after the completion of the project.
- xvi. The project authority shall implement suitable conservation measures to augment ground water resources in the area in consultation with the Regional Director, Central Ground Water Board.
- xvii. The project proponent shall undertake all the commitments made during the public hearing and effectively address the concerns raised by the locals in the public hearing as well as during consideration of the project, while implementing the project.

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General Conditions:

Annexure-B

- i. No change in mining technology and scope of working should be made without prior approval of the MoEF&CC.
- ii. No change in the calendar plan including excavation, quantum of mineral Sand, Gravel, Boulder (minor mineral) and waste should be made.
- iii. Four ambient air quality monitoring stations should be established in the core zone as well as in the buffer zone for ASPM (Particulate matter with size less than 10 micron i.e., PM10) and NOx monitoring. Location of the stations should be decided based on the meteorological data logging pattern, features and environmentally and ecologically sensitive areas and frequency of monsoon should be undertaken in consultation with the State Pollution Control Board.
- iv. Data on ambient air quality should be regularly submitted to the MoEF&CC including its Regional office located at Dehradun and the State Pollution Control Board/Central Pollution Control Board once in six months. Provisions contained in notification no. U-29014/20-90/PC/1 dated 18.11.2009 should be allowed for monitoring.
- v. Fugitive dust emission from all the sources should be controlled regularly. Water spraying arrangement on haul roads, loading and unloading and at transfer points should be provided and properly maintained.
- vi. Personnel working in dusty areas should wear protective respiratory devices and they should also be provided with adequate training and information on safety and health aspects.
- vii. Occupational health surveillance program of the workers should be considered periodically to discover any contraindications due to exposure to dust and take corrective measures, if needed.
- viii. A separate environmental management cell with qualified personnel should be set-up under the control of a Senior Executive, who will report directly to the Head of the Organization. The funds earmarked for environmental protection measures should be reported to the MoEF&CC and should not be diverted for other purpose. Year wise expenditure should be reported to the MoEF&CC and its Regional Office located at Dehradun.
- ix. The project authorities should inform to the Regional Office located at Chandigarh regarding date of financial closure and final approval of the project by the concerned authorities and the date of start of land development work.
- x. The Regional Office of this Ministry located at Chandigarh shall monitor compliance at the stipulated conditions. The project authorities should extend full cooperation to the officer (s) of the Regional Office by furnishing the requisite data / information / monitoring reports.
- xi. The project proponent shall submit six monthly returns on the status of compliance of the stipulated environmental clearance conditions including results of monitored data both in hard copies as well as by e-mail to the MoEF&CC, its Regional Office Dehradun, the respective Zonal Office or State Pollution Control Board the State Pollution Control Board. The proponent shall upload the status of compliance of the environmental clearance conditions including results of monitored data on the website and shall update the same periodically. It shall simultaneously be sent to the Regional Office, the Ministry of Environment and Forests, Chandigarh, the respective Zonal Office or Central Pollution Control Board and the State Pollution Control Board.
- xii. A copy of the clearance letter shall be sent by the proponent to Municipal Corporation, Zila Parishad, District Municipal Corporation, Urban Local Body and the Local NGO, if any, from whom applications are received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
- xiii. The State Pollution Control Board should display a copy of the clearance letter at the Regional office, District Industry Centre and the Collector's Office/Tehsildar's Office for 30 days.
- xiv. The governmental statement for each financial year ending 31st March in Form-V as is mandated by the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of environmental clearance conditions and shall also be sent to the Regional Office of the MoEF&CC, Dehradun by e-mail.
- xv. The project authorities should advertise in least in two local newspapers widely circulated, one of which shall be in the vernacular language of the locality concerned, within 7 days of the issue of the clearance letter informing that the project has been awarded environmental clearance and a copy of the clearance letter is available with the State Pollution Control Board and also at web site of the MoEF&CC at <http://envfor.nic.in> and a copy of the same should be forwarded to the Regional Office of MoEF&CC at Dehradun.

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State Legal Environment Impact Assessment Authority
Himachal Pradesh

Ministry of Environment Forest & Climate Change,
Government of India, At Department of Environment Science &
Technology, Paryavaran Bhawan, Near US Club, Shimla-1
PH:0177-2656559,2659608 Fax: 2659609

No. SEIAA/24th Meeting/2016-

Dated: 2.3.2016

PROCEEDINGS OF 24TH MEETING OF SEIAA, HIMACHAL PRADESH, HELD
IN THE CONFERENCE HALL OF DEPARTMENT OF ENVIRONMENT, SCI. &
TECH. PARYAVARAN BHAWAN, and SHIMLA-1 ON 27th FEBRUARY 2016
AT 12.30 P.M.

At the outset, the Member Secretary (HPSEIAA) extended with
welcome to Sh. S.S Parmar, IAS (Retd.) as a new Chairperson, HPSEIAA,
The Member Secretary apprised the Chairman of the message from
Members SEIAA, Prof. Rajnish Shivastava that due to an urgent
meeting he was unable to attend the meeting. The matter was
discussed and it was decided that the meeting may be convened in
view of the pendency of case applications as proposed. With the
permission of Chair, following agenda items were discussed:

ITEM NO.1:

The Authority was apprised that the performance Audit of
"Environment Clearance and Post Clearance Monitoring" for inclusion
in the Central Audit Report(Civil)" for the year 2015-2016 has been
conducted by the office of Principal Accountant General (Audit)
Himachal Pradesh. The Audit party conducted the audit in the office of
SEIAA w.e.f 2-4 December, 2015 and after auditing the relevant
records 6 numbers of audit memos were issued. The audit memo-wise
reply has been furnished and submitted to the office of Dy. A.G (Eco.
Sector) office of Principal Accountant General (Audit) Himachal
Pradesh accordingly (Concerned Audit file place for kind perusal). The
final audit report is awaited. However it was decided that the actions
as may be possible in the light of observations of audit memos may be
initiated in anticipation of recommendations.

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ITEM NO.2:

The matter regarding providing all financial and logic support including accommodation transportation and such other facilities in respect of all statutory functions of SEIAA and SEAC Himachal Pradesh was discussed, since the TA/DA/Bills of SEAC members are not cleared and pending since long in DEST due to non availability of budget etc. The sitting fee, travelling allowance/dearness allowances to Chairman and Members of SEIAA & SEAC are being paid by the Department for which no special budget is allotted.

It was strongly felt that the HPSEIAA, should also start levying application processing fee on similar lines of MPSEIAA, Gujarat SEIAA and Tamil Nadu SEIAA etc. These authorities have also prescribed fee for applications being received for environment clearance. SEIAA Bhopal has notified Rs5,000/- as per processing fee/ administrating charges from the projects.

It was decided that a Committee of three members vis, Members Secretary (SEIAA), Secretary (SEAC) and Accounts Officer(DEST) may examine the produce and may suggest a detailed mechanism and make a proposal on account of same to be placed in the next SEIAA Meeting for final decision immediately.

ITEM NO.2.1:

It was observed that under the head CSR cost, some funds as earmarked were required to be spent by the entrepreneur. Moreover the objective and the actual utilization on the site was found to be unverified. As such it was observed that in the next Meeting an inactive list of schemes under CSR and desirability of placing the same with the local Panchayat be placed by the Department of Environment, Science, and Technology before the Authority for discussion and decision.

ITEM NO.3:

After deliberating on the notifications issued by MoEF & CC, GoI vide notification No S.O. 14(E) dated 15/1/2016 and S.O. 19-0(E) dated 20/1/2016 the Authority observed that though all the cases of mining of minor mineral having individual lease are less than or equal 5 hectares and cluster. The proposal was listed in 40th Meeting of SEAC and it was decided that case shall be reappraised after compliance to certain observations. In compliance to the observations of SEAC the project proponent has submitted all the documents and the application was listed before the SEAC 41th Meeting . After deliberating on the certification of mining department regarding

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distance of his mine from other mines within the periphery of 500 meters and considering the facts placed before the committee, the SEAC observed that it is a cluster case and directed the project proponent to present his case to the MoEF & CC, Gol.

After deliberating on the recommendations of SEAC it is decided that Committee may re-visit the case in view of the notification issued by MoEF & CC, Gol.

5.11. Sh. Amit Bindal S/o Sh. Ram Avtar Bindal, Bindal, Colony, Circular Road Solan, District Solan, Himachal Pradesh.

Brief outlines of the Project:

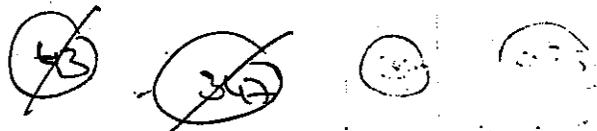
- a) Project type Extraction of Sand.
 b) Project Location Khasra numbers, 109/103/79/36(4-12 bighas) 111/38(3-10 bighas) 37(0-2 bighas) 108/103/79/36(5-13 bighas) & 110/38 (0-09 bighas) falling Mauza & Mohal Dhaen, in Tehsil & District Solan Himachal Pradesh.
 c) Capacity/area 46,599.00 sq mtrs.
 d) EMP Cost For construction Phase: =
 Capital cost 4.40 lakhs, Recurring Cost 5.30 lakhs.

The proposal was listed in 40th Meeting of SEAC and it was decided that shall be reappraised after compliance to certain observations. In compliance to the observations of SEAC the project proponent has submitted all the documents and the applicant was listed before the SEAC 41th Meeting. After deliberating on the information submitted by the project proponent and considering the facts placed before the committee the SEAC recommended the case application for consideration of grant of environment clearance by the SEAC subject to fulfillment of project 'Specific Conditions' as the Annexure-A and 'General Conditions' to be stipulated as at Annexure-B.

After deliberating the recommendation of SEAC the authority approval the grant of Environment Clearance in favour of the Unit stipulating the conditions recommended of by SEAC.

5.12 Sh. Sunil Kumar Sood M/s Homeland Exotica mixed land are construction project 143, Sector-7 Panchkula, Haryana 134-109.

Brief outlines of the Project:



Brief outlines of the Project:

- e) Project type Homeland Exotica-mixed land use construction project.
- f) Project Location Khasra numbers,
1374/1127/632/1,641,408,1372/426,613,26&
626/3,1374/627,1376/1126/628,629,630,631,136
8/
1137/632,1369/1137/628,642,643,644,645,646,6
47, 648,649,429/1and123456789,321/10 at Village-
Kiyari& Rirka, Tehsil & District Shimla,H.P.
- g) Capacity/area 46,599.00 sq mtrs.
- h) EMP Cost For construction Phase:
Capital cost 4.40 lakhs, Recurring Cost 5.30 lakhs.
For operation Phase:
Capital Cost 90.2.lakh, Recurring cost 6.0 lakhs

The M/s Homeland Exotica mixed land use construction project propose to develop be reappraised after compliance to certain observations. In compliance to the observations of SEAC the project proponent has submitted all the documents and the application has listed before the SEAC 41th Meeting. After deliberating on the information submitted by the project proponent and considering the facts placed before the committee , the SEAC recommended the case application for consideration of grant of environment clearance by the SEIAA subject to fulfillment or project 'Specific Condition' as at Annexure-A and 'General conditions' to be stipulated as at Annexure -B.

After deliberating on the recommendation of SEAC the authority approved the grant of Environment Clearance in favour of the Unit stipulating the conditions recommended by SEAC.

5.13 Sh. Pritam Thakur, S/o Sh. Gopal Ram M/s Kathla Stone Crusher, Village Cagad Tehsil & District Kangra Himachal Pradesh.

Brief outline of the project:

- a) Project Type: Extraction/collection of Sand, Stone& Bajri.

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- b) Project Location: Khasra numbers 53(2-51-50 hectares), 1/2(2-4) 97 hectares) falling in Mauza Lunja Mohal Pre of Tehsil & District Kangra Himachal Pradesh.
- c) Capacity 34,330 TPA.
- d) Mining Area 4-93-47 hectare.
- e) EXP cost Capital Cost Rs 0.90 lakhs Recurring cost Rs 0.77 lakhs annum.

The case was listed on 41th Meeting of SEAC and it was decided that case shall be reappraised after compliance to certain observations. In compliance to the observations of SEAC the project proponent has submitted all the documents and the application was listed before the SEAC 41st Meeting. After deliberating on the information submitted by the project proponent and considering the facts placed before the committee, the SEAC recommended the case application for consideration of grant of environmental clearance by the SEIAA, subject to fulfillment of project 'specific Conditions' as at Annexure -A and 'General Conditions' to be stipulated as Annexure- B.

After deliberating on the recommendations of SEAC the authority approved the grant of Environment Clearance in favour of the Unit stipulating the conditions recommended by SEAC.

5.14 Sh. Inder Singh S/o Sunder Singh Villae & Post Office - Karoo, Tehsil- Ponta Sahib, District Sirmour, Himachal Pradesh.

Brief outline of the project:

- a) Project Type: Extraction/collection of Sand, Stone & Bajri.
- b) Project Location: Khasra number 805/1/1 falling in Mauza Bhuppur-II, Tehsil, Paonta Sahib, & Sirmour, Himachal Pradesh.
- District
- c) Capacity 21,060 TPA.
- d) Mining Area 2.26.20 hectares (Private land, river bed).
- e) EXP Cost Capital Cost Rs 0.5 lakhs: Recurring cost Rs 0.9 lakhs.
- f) CSR Cost Capital Cost 1.0 lakhs: Recurring cost 0.2 lakhs.

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The case application was listed before the SEAC in 41 March 2004. After deliberating on the information submitted by the project proponent and considering the facts placed before the committee, the SEAC recommended the case application for consideration of grant of environmental clearance by the SEIAA, subject to fulfillment of Project 'Specific Conditions' as Annexure -A and 'General Conditions' to be stipulated as Annexure-b.

After deliberating on the recommendations of SEAC the authority approved the grant of Environment Clearance in favour of the Units stipulating the conditions recommended by SEAC.

Specific Conditions:

1. Stone and Bajri is not allowed to be sold to the crushers not having consent to establish and also not complying with the conditions stipulated by State Pollution Control Board.
2. The project proponent shall obtain Consent to Establish and consent to operate from the Himachal Pradesh Pollution Control Board and effectively implement all the conditions stipulated therein.
3. Environment clearance is subject to final order of the Hon'ble Supreme Court of India in the matter of Goa Foundation vs. Union of India in Writ Petition Civil No. 460 of 2004 as may be applicable to this project.
4. Annual replenishment report certified by an authorized agency shall be submitted. In case the replenishment is low, the mining activity/production levels shall accordingly be decreased stopped.
5. Effective safeguard measures shall be taken to control particular matter level so as to leave so as to ensure that these are within permissible limit.
6. Regular monitoring of ambient air quality shall be carried out and records maintained. The results of monitoring shall be submitted to MoEF& CC and its Regional Office and CPCB SPCB regularly.
7. Effective safeguard measures such as regular water sprinkling shall be carried out in critical area prone to air pollution and having high levels of particular matter shall be carried out in critical area and all transfer points. Extensive water sprinkling shall be carried out on roads. It should be ensured that the

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15. Provisions shall be made for the housing of the construction with all necessary infrastructures and facilities such as fuel for cooking STP----- legible----- medical health care creche etc th. housing may be in the form of temporary structures to be removed after completion of the project.

General Conditions:

1. No change in mining technology and scope or working should be made without prior approval of the MoEF & CC.
2. No change in the calendar plan including excavation quantum of mineral sand Gravel Border (minor mineral) and waste should be made.
3. Four ambient air quality -monitoring stations should be established in the core zone as well as in the buffer zone for RSPM (Particular matter with size less than 10 micron i.e. PM10) AND Nos. monitoring location of the stations should be decided based on the meteorological data topographical features and environmentally and ecologically sensitive charges and frequency of monitoring should be under taken in consultation with the State Pollution Control Board.
4. Data on ambient air quality should be regularly submitted to the MoEF & CC including its Regional Office located at Dheradun and the State Pollution Board Control Board/ Centre Pollution control Board once in six months. Provisions contained in notification no. B-29016/20/90/PC-1 dated 18.11.2009 should be allowed for monitoring.
5. Personal working in dusty areas should wear protective respiratory devices and they should also be provided with adequate training and information on safety and health aspects.
6. A separate environmental management cell with qualified personal should be set up under the control of a Senior Executive, who will report directly to the Head of Organization.
7. The funds earmarked for environmental protection measures should be kept in separate account and should not be diverted for other purpose. Year wise expenditure should be reported to the MoEF & CC and its Regional Officer located at Dehradun.
8. The project authorities should inform to the regional office located at Chandigarh regarding date of financial enclosure and final approval of the project by the concerned authorities and the date of start of land development work.
9. The Regional office of this Ministry located at Chandigarh shall monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the officer(s) of the Regional Office by furnishing the requisite data information monitoring reports.
10. The project proponent shall submit six monthly reports on the status of compliance environment clearance conditions including

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results of monitored data both in hard copies of Pollution Control Board the State of Pollution Control Board. The proponent shall upload the same website and shall update the same periodically. It shall simultaneously be sent to Regional Office of the Ministry of Environment and Forests Chandigarh the respective Zonal Office Central Pollution Control Board and the State of Pollution Board Control.

11. A copy of the clearance letter shall be sent by the proponent to commercial Panchayat Zila Parishad Municipal Corporation Urban Local Body and the Local NGO if any from whom surgeon representation, if any were received while processing the proposal. The Clearance letter shall also be put on the website of the Company by the proponent.
12. The State Pollution Control Board should display a copy of the clearance letter at the Regional Office District Industry Centre and the Collector's Office Tehsildar office for 30 days.
13. The environment statement for each financial year ending 31st March in Form -V is mandated to be submitted by the project proponent to the concerned State Pollution Board prescribed under the Environment Protection Rules, 1985 as amended subsequently shall also be put on the website of the company along with the status of compliance of environmental clearance conditions and shall also be sent to the Regional Office of the MoEF&CC Dehradun by e-mail.
14. The project authorities should advertise at least in two local newspaper widely circulated, one of the which shall be in the vernacular language of the locality concerned within 7 days of the issue of the clearance letter informing that the project has been accorded environmental clearance and copy of the clearance letter is available with the State Pollution Control Board and also the website of the MoEF&CC <http://http.nic> and a copy of the same should be forwarded to the Regional Office of MoEF&CC at Dehradun.

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HIMACHAL PRADESH
PUBLIC WORKS DEPARTMENT

NO. 138/2014-15

Date:

The Executive Engineer,
Sural Division, HPPWD,
Dhara

Regarding NDC case of Sh. Sunil Kumar Sood S/O Late Sh.
Hans Raj Sood, P/O Village Gurli, Tehsil Rakher, Distt.
Kangra.

This is with reference to the telephonic discussions held with
the concerned Junior Engineer regarding the status of existing Tutikandi

As intimated by the concerned Junior Engineer, the said road
is a local Panchnayal Public. This road has not been shown in the road
width of this road is about 5 mts. at size.

This is for your kind information and necessary action please

Assistant Engineer,
HPPWD, Sub-Divn:
Singh



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HIMACHAL PRADESH
PUBLIC WORKS DEPARTMENT

The Executive Engineer,
Rural Division, HPPWD,
Dhami.

Regarding NOC case of Sh. Sunil Kumar,
S/o Late Sh. Hans Raj. Sood,
R/o Village Garli, Tehsil Rakher District Kangra.

This is with reference to the telephonic discussions held with the good self and the concerned Junior Engineer regarding the status of existing Tutikandi Sheelgaon Road, 0/0 to 3/10.

As intimated by the concerned Junior Engineer, the said road has been constructed by the local Panchayat/ Public. This road has been shown in the road infrastructure map. The width of this road about 5 meters at site.

This is for your kind information and necessary action please.

Assistant Engineer
HPPWD Sub-Division
Shogi

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DEPARTMENT OF FIRE SERVICES, FIRE STATION THE MALL SHIMLA-2
SHIMLA-2
9/9/2016
SITE INSPECTION REPORT

With reference to the application No Nil dated 20-01-2016 of Mr. ...
... Village Manji & Rivka, Tehsil Rural Shimla, Distt Shimla ...
... the site for construction of apartment houses located at Village Manji Rivka
and Manji Rivka, Tehsil Shaula, Distt. Shimla H.P. has been inspected by the Station
Fire Officer, Fire Station The Mall Shimla-1 on 20-02-2016. Consequently, it is
... that the site location is safe at this stage from fire safety point of view. It is
... that the life and fire safety measures should be adopted as per N.B.C.
... during construction and the installation of Fire Extinguishers as per IS:2112.
The applicant is advised to implement the recommendations made in the inspection
... and after completion of the construction for the apartment houses, shall report to
the Station Fire Officer, to enable further inspection and grant of NOC.

This report is being issued at the request of applicant and shall NOT
be treated as NOC (No Objection Certificate).

Dated on 20.02.2016

(Signature)
Chief Fire Officer
Fire Station The Mall Shimla-2

Mr. ...
Village Manji Rivka, Tehsil Rural Shimla, Distt Shimla H.P.

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DIRECTORATE OF FIRE SERVICE HIMACHAL PRADESH SHIMLA-2

SITE INSPECTION REPORT

With reference to the application No. Nill dated 20.1.2016 of Sh. Sunil Kumar Sood, Village Kavari & Rirka, Tehsil Rural Shimal. District Shimla. It is stated that the site for construction of apartment houses located at village Mojua Kiyari and Mauja Rirka, Tehsil, & District Shimla H.P. has been inspected by the Station Fire Officer, Fire Station The Mall Shimla H.P. on 20.02.2016. Consequently, it is submitted that the site location is safe at this stage from the fire safety point view. It is recommended that the life and fire safety measures should be adopted as per N.B.C Part IV during consideration and the installation of Fire Extinguish as per IS2190. The applicant is advised to implement the recommendation made in the inspection report and after completion of the construction for the apartment houses shall report by the inspecting Fire Officer to enable further inspection and grant of NOC.

This report is being issued at the request of applicant and shall not be treated as NOC (No Objection Certificate.)

Issued on 30.01.2016

Chief Fire Officer
Himachal Pradesh, Shimla

Sh. Suil Kumar Sood, Village Kiyari & Riya
Tehsil Rural Shimla, Distt, Shimla H.P.

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No Rev B F (10)-69/2017
Government of Himachal Pradesh
Department of Revenue

From The Addl. Chief Secretary-cum-F.C. (Revenue) to the
Government of Himachal Pradesh.

To ✓ M/s Nirvana Woods & Hotels Pvt. Ltd.,
through Sh. Pankaj Gupta
House No. 85, Sector-12,
Panchkula-134109 (Haryana).

Dated: Shimla-2.

20-04-2017

Subject: - Permission to purchase land by M/s Nirvana Woods & Hotels Pvt. Ltd.
for setting up a residential colony.

Sir,

I am directed to refer to the office letter No. Shim-LRM-21(2)/2017-134109 dated 20-03-2017 received from the Deputy Commissioner, Shimla on the subject cited above and to say that keeping in view the provisions of Clause (h) of Sub-Section (2) of Section 118 of the Himachal Pradesh Tenancy & Land Reforms Act, 1972 and serial number (6) of sub-rule (3) of rule 38-A of Rules framed under the aforesaid Act, the Government has granted permission in favour of M/s Nirvana Woods & Hotels Private Limited, to purchase land comprised in Khasra No. 641,408,613/1,630,631,1368/1137/632,1369/1137/632, 642,643,644,645,646,647,648,649,640 and 1,2,3,4,5,6,7,8,9,321/10 measuring 33-17-33 Hectars (31768 Sq. Mtrs) situated in Up-Monal Kiyari and Monal Rirka, Tehsil Shimla (Rural), District Shimla, H.P. for setting of Residential Colony on the following conditions:-

1. The permission will be valid for one year from the date of issuance of this letter.
2. In the instant case the details furnished by the applicant have not been verified at Government level and are assumed to be correct. Hence, if at any time it is found that the details are not correct, the permission shall be deemed to have been withdrawn/cancelled and land if so purchased shall vest in the State Government free from all encumbrances alongwith structures, if any. Further, in case any disputes/arises between the transferor and transferee, the State Government will not be responsible for that and can not be impleaded as party in any court/forum.
3. Your attention is drawn to the proviso below section 118(2)(h) of the Act by which requires the purchaser to utilize the land for the purpose for which allowed to be purchased within a period of 2 years further extendable by 1 year. In this regard, this period of 2 years will be counted from the date of registration. However before purchase, please satisfy yourself that you will be able to complete various other formalities to set up the industrial unit, construct factory building, install machinery and start production all within a period of 2 years (extended by one year if required) in case you fail to do this, the land will vest in the State, alongwith structure if any, free from all encumbrances. Further, in case you fail to do so, the Government or an authority can not give extension beyond three years.
4. An entry will be made in remarks column of the concerned Jamabandi with red ink that the transferee will not become an agriculturist on account of such transfer of land and the same will not become eligible for allotment/lease/grant from the Government. The transferee of land will remain non-agriculturist for all purposes.
5. The stamp duty of land proposed to be transferred will be charged from the transferee as per Law.

Yours faithfully,

(Ashish Kohli)
Joint Secretary (Revenue) to the
Government of Himachal Pradesh
P.T.O.

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(S) (SS)

No. Rev B F (10)-69/2017
Government of Himachal Pradesh
Department of Revenue

From The Addl. Chief Secretary-cum-F.C. (Revenue) to the
Government of Himachal Pradesh

To M/s Nirvana Woods & Hotels Pvt. Ltd.,
Through Sh. Pankaj Gupta
House no. 86, Sector -12
Panchkula-134109 (Haryana)

Dated: Shimla-2 28.04.2017

Subject:- Permission to purchase land by M/s Nirvana Woods & Hotels
Pvt. Ltd., for setting up a residential colony.

Sir,

I am directed to refer to the office letter No. SML-LRM-21(2)/2017-134105 dated 20.03.2017 received from the Deputy Commissioner Shimla on the subject cited above and to say that keeping in view the provisions of Clause (h) of Sub-Section (2) of Section 118 of the Himachal Pradesh Tenancy & Land Reforms Act, 1972 and serial number (6) of sub-rule (3) of rule 38-A of Rules framed under the aforesaid Act, the Government has granted permission in favour of M/s Nirvana Woods & Hotels Pvt. Ltd., to purchase land comprised in Khasra No. 641, 408, 613/1, 630, 631, 1368/1137/632, 1369/1137/632, 642, 643, 644, 645, 646, 647, 648, 649, 640 and 1,2,3,4,5,6,7, 8, 9, 321/10 Measuring 03-17-68 hectare (31768 Sq. Mtrs.) situated in UP mohal Kiyari and Mohal Rirka, Tehsil Shimla (Rural), District Shimla, HP for setting of Residential Colony on the following conditions:

1. The permission will be valid for one year from the date of issuance of this letter.
2. In the instant case the details furnished by the applicant have not been verified at Government level and are assumed to be correct. Hence, if at any time it is found that the details are not correct, the permission shall be deemed to have been withdrawn / cancelled and land if so purchased shall vest in the State Government free from all encumbrances alongwith structures, if any. Further, in case any dispute(s) arises between the transfer and transferee, the State Government will not be responsible for that and cannot be impleaded as party in any court / forum.
3. Your attention is drawn to the proviso below section 118 (2) (h) of the Act ibid which required the purchaser to utilize the land for the purpose for which allowed to be purchased within a period of 2 years further extendable by 1 year. In this regard, this period of 2 years will be counted from the date of registration. However before purchase, please satisfy yourself that you will be able to complete various other formalities to set up the industrial unit, construct factory building install machinery and start production all the land will best in the State, alongwith structure if any, free from all encumbrances. Further in case you fail to do so, the Government or any authority cannot give extension beyond three years.
4. Any entry will be made in remarks column of the concerned jamabandi with red ink that transferee will not become an agriculturist on account of such transfer of land and transferee of land will remain non-agriculturist for all purposes.
5. The stamp duty of land proposed to be transferred will be charged from the transferee as per law.

Yours faithfully
Ashish Kohli
Joint Secretary (Revenue) to the
Government of Himachal Pradesh.

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SPECIAL AREA DEVELOPMENT AUTHORITY
SHOGHI SPECIAL AREA.
NO OBJECTION CERTIFICATE (Temporary)

This department has no objection if One No. Electricity and One No. Water connections are released in favour of M/s Nirvana Woods & Hotels Pvt. Ltd. on Kh. No. 408,613/1,630,631,1368/1137/632, 1369/1,37/632,640 to 649 at Mohal Kiyari and Kh. No.1 to 9 & 321/10 at Maiza Ridka for Construction purpose only

The plan has already been approved/retained by this office vide letter No. SADA (S)-481/11-375 Dated 27.11.15. If the construction is not carried out as per approved plan then the further NOC shall not be issued and NOC for service connections shall be withdrawn and further action as per H.P. Town and Country Planning Act, 1977 shall be initiated against the default.

(Prem Latta Chauhan)
Assistant Town Planner,
Special Area Development authority,
Shoghi Block No.32-A, SDA Complex,
Kasumpti, Shimla-9, Ph No. -0177-2625753

NO. SADA (S) -481/11- 235-37

Dated:- 2-11-17.

Copy to:-

- 1. The Assistant Engineer, Electric Sub-Divnl. H.P.S.E.B Ltd. Khalini /Jatogh for information and necessary action please.
- 2. The Assistant Engineer, IPII, Sub-Divnl. Kasumpti for similar action please
- 3. M/s Nirvana Woods & Hotels Pvt. Ltd., Village Kiyari and Ridka, Near ISBI Tutikandi Shimla 171001, for information please.

(Prem Latta Chauhan)
Assistant Town Planner,
Special Area Development authority,
Shoghi Block No.32-A, SDA Complex,
Kasumpti, Shimla-9, Ph No. -0177-2625753

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**SPECIAL AREA DEVELOPMENT AUTHORITY
SHOGHI SPECIAL AREA
NO OBJECTION CERTIFICATE (Temporary)**

This department has no objection if One No. Electricity and One No. Water connections are released in favour of M/s Nirvana Woods & Hotels Pvt. Ltd., on Kh.No. 408, 613/1, 630, 631, 1368/1137/632, 1369/1137/632, 640 to 649 at Mohal Kiyari and Kh. NO. 2 to 9 & 321/10 at Mauza Ridka for Construction purpose only.

The plan has already been approved / retained by this office vide letter No. SADA (S)-481/11-375 dated 27.11.15. If the construction is not carried out as per approved plan then the further NO/c shall not be issued and NOC for service connections shall be withdrawn and further action as per HP Town and Country Planning Act, 1977 shall be initiated against the defaulter.

**Prem Latta Chauhan
Assistant Town Planner
Special Area Development Authority
Shoghi Block No. 32-A, SDA Complex
Kasumpti, Shimla, PH NO. 0177-2625753**

No. SADA (S)-481/11-235-37

Dated 2.11.17

Copy to :

1. The Assistant Engineer, Electric Sub-Divnl HPSEB Ltd, Khalini / Jutogh for information and necessary action please.
2. The Assistant Engineer, IPH, Sub Divnl. Kasumpti, for similar action please.
3. M/s Nirvana Woods & Hotels Pvt. Ltd., Village Kiyari and Ridka, Near ISBT Tutikandi shimla-171001 for information please.

**Prem Latta Chauhan
Assistant Town Planner
Special Area Development Authority
Shoghi Block No. 32-A, SDA Complex
Kasumpti, Shimla, PH NO. 0177-2625753**

H.P. State Pollution Control Board,
"Him Parivesh" Phase-III,
New Shimla-171009.

Water/Air Act(ID-26063)
Dated:

No. H.P. PCB (434) Sh. Sunil Kumar Sood residential & Hotel/2016
From: Member Secretary

The Director of Tourism,
Department of Tourism, SDA Complex,
Kasumpti,-171 009

Subject: Consent to Establish for Homeland Exotica mixed land use construction project,
(Residential and Hotel Project) with a total built up area 46,599.00 Sq.mtrs. at Khasra No.
1363/1127/632/1, 641, 408, 1372/426, 613, 626/1 & 626/3, 1374/627,
1376/1126/628,629,630,631,1368/1137/632,1369/1137/632, 642,643,644,645,646,647,648,649,
429/1, 640, 1,2,3,4,5,6,7,8,9, 321/10, village Kiyari & Rirka, Tehsil & Distt. Shimla H.P.

Sir,
Sh. Sunil Kumar Sood Prop. of M/s Home Land Exotica-Mixed Land use construction Project, House No. 143, Sector-07, Panchkula, Haryana- 134109., have approached to this Board under Water Act, 1974 and Air Act, 1981 for issuing Consent to Establish in their favour construction of Homeland Exotica mixed land use construction project (Residential and Hotel Project) with a total built up area 46,599.00 Sq.mtrs. at Khasra No. 1363/1127/632/1, 641, 408, 1372/426, 613, 626/1 & 626/3, 1374/627, 1376/1126/628,629,630,631,1368/1137/632, 1369/1137/632, 642,643,644,645,646,647,648,649, 429/1, 640, 1,2,3,4,5,6,7,8,9, 321/10, at village Kiyari & Rirka, Tehsil & Distt. Shimla H.P. The State Level Environment Impact Assessment Authority H.P. has accorded the Environmental Clearance in favour of this project vide letter No. HPSE/IAA/F (2015) /360-M/s Homeland Exotica mixed land use construction project/-10 dated 01-04-2016. In view of the Environmental Engineer, HP State Pollution Control Board Shimla, Distt. Shimla H.P. vide his on line report dated 12-07-2016 has recommended the case for grant of Consent to Establish. The State Board has examined the application and grants consent to establish under Water Act, 1981 and Air Act, 1981 with the following conditions:

1. This Consent to Establish is subject to the compliance of proceeding of the presentation as already circulated vide Endst. No. HPSPCB (434)Sunil Kumar Sood construction Project-Shimla/ 2016- 11799-11804 dated 17-09-2016.
2. This Consent to Establish is subject to the compliance of conditions of Environmental Clearance as incorporated by the State Level Environment Impact Assessment Authority H.P. vide letter No. HPSE/IAA/F (2015) /360-M/s Homeland Exotica mixed land use construction project/-10 dated 01-04-2016.
3. This consent to establish is valid for one year from the date of issue and shall subsequently be got renewed for each financial year or part thereof.
4. This Consent to Establish is, only for the purpose and under the provisions of the Water(Prevention and Control of Pollution) Act,1974 and Air(Prevention and Control of Pollution)Act, 1981 as the case may be, and will not construed as substitute for mandatory clearances required for the project under any other law/regulation/direction/order and the applicant shall obtain any such mandatory clearances before taking any steps to establish industry/industrial plant, operation or process or any treatment and disposal system or an extension or addition thereto.
5. This consent to establish is issued for:

- (i) The domestic sewage 367 KLD shall be treated in sewage treatment plant of having capacity 400 KLD as proposed by the unit. The treatment shall conform to the norms as prescribed in Environment (Protection) Rules, 1986 as amended from time to time.
- (ii) Garbage(Municipal Solid Waste) shall be disposed off by segregation and composting and organic solid waste.

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- (iii) Noise/Emission from DG set conform to limits prescribed in Sr. No. 94 & 95 of Schedule-I of Environment (Protection) Rules, 1986.
- (iv) The organic sludge from STP shall be used as manure in horticulture in the premises.
- (v) Noise & ambient air quality to be maintained within Ambient air Quality Standards for noise as specified in Schedule-III of aforesaid Rules and Noise Pollution (Regulation and Control) Rules, 2000 as well as those CPCB.
6. The proponent shall comply with the provisions of the e-waste (Management & Handling) Rules, 2011, as may be, applicable to it.
 7. The proponent shall comply with any other conditions laid down or directions issued by the Board or State Government or Ministry of Environment & Forests, Govt. of India or Central Pollution Control Board under the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and/or Environment (Protection) Act, 1986 as amended from time to time, as the case may be.
 8. Construction waste arising due to earth work during construction shall be used for landscaping within the premises and no debris are allowed to be disposed out side the premises.
 9. The promoter shall provide adequate arrangement for fighting the accidental leakage's/ discharge of any air pollutant/ gas/ liquids from the vessel, mechanical equipment's etc. which are likely to cause environmental pollution.
 10. The promoter shall comply with any other conditions laid down or direction issued by the Board under the provision of the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981 from time to time.
 11. Nothing in this No Objection Certificate shall be deemed to preclude the institution of any legal action nor relieve the applicant from any responsibilities or penalties to which the applicant is or may be subject under the provisions of the Water/ Air Acts.
 12. The Promoter shall grow suitable varieties of plants in the premises to maintain greenery.
 13. The Promoter shall construct and commission the sewage treatment plant/emission control devices, simultaneously with the main project and the treated effluent/emissions shall conform to the standards as may be prescribed.
 14. The promoter shall construct a pucca storage tank of sufficient capacity to hold back the effluent in case of failure of Sewage Treatment Plant/ re-circulation system and also for no demand period.
 15. The promoter shall provide terminal manhole at the end of each collection system and a manhole upstream of final outlet(s) out of the premises of the industry for measurement of flow and for taking samples.
 16. All under ground water retaining structures shall be lined with an impervious layer so as to avoid seepage and contamination of sub soil/ water.
 17. The promoter shall not discharge any fugitive emissions/ odour.
 18. The promoter shall obtain consent to operate from this Board and install anti-pollution devices for prevention control and abatement of Water/ Air Pollution before using the for residential and Hotel purpose.
 19. The promoter shall make provisions for rain harvesting from the rooftops and built up areas before operation.
 20. The promoter shall provide the acoustic enclosure over the DG set as per norms.
 21. That the compliance to the norms for emissions/effluent and noise as prescribed of Environment Protection Act, 1986 as amended from time to time.
 22. This consent to establish is subject to the ratification by the State Board.
 23. The State Board reserves the right to revoke/review and alter the conditions of consent to establish as the case may be.
 24. The promoter shall ensure that all the muck to be generated from the construction activities shall be used within the premises.
 25. The promoter shall provide the sewage treatment plant for domestic sewage and also make provision for implementation of Solid Waste Management Rules, 2016.

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- 26. The promoter shall explore the possibility of connecting the sewer line with Municipal Corporation/PH sewerage dept.
- 27. The promoter shall provide dual plumbing system for recycling of entire sewage after treatment in the STP for flushing of toilets.
- 28. The promoter shall make provision for the implementation of construction and demolition Water Management Rules, 2006.
- 29. The promoter shall submit Environment Management Plan consisting of all mitigation measures for each component of the environment, during construction operation and the entire life cycle to minimize adverse environmental impacts resulting from actions of the project.
- 30. The promoter shall increase the tree plantation along the periphery of the project and green belt inside the premises of the project.
- 31. The promoter shall incorporate best storm water management plan in order to avoid flooding of the area during monsoon.
- 32. The promoter shall make adequate provision for the transport infrastructure and traffic management at entry and exit to the project.
- 33. Unit shall provide the SBR technology in the sewage treatment plant.

Yours faithfully,

(Dr. Sanjay Sood, IFS)
 Member Secretary,
 HP State Pollution Control Board
 Telephone No. 0177- 2673766

Envt. No. PCB (434) Sh. Sunil Kumar Sood residential & Hotel/2016 22750-54 Date 3.3.17
 Copy forwarded to the following for information and necessary action:
 1. The Director, Town & Country Planning Department, SDA Complex Kasumpti, Shimla
 2. Sh. Anil Kumar Sood, Prop. of M's Home land Exotic-mixed land use construction Project,
 House No. 143, Sector-07, Patichkula, Hariana- 134109.
 3. The. Env. Engineer, HP PCB, Shimla Dist. Shimla H.P. w.r.t. his on line report.
 4. District Tourism Development Officer, Shimla Dist. Shimla H.P.
 5. Case file

(Dr. Sanjay Sood, IFS)
 Member Secretary,
 HP State Pollution Control Board
 Telephone No. 0177- 2673766

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H.P. State Pollution Control Board
Him Parivesh Phase-III
New Shimla-171009

No. PCB (434) Sh. Sunil Kumar Sood residential & Hotel / 2016 Water/ Air (ID-26063)
Dated

From

Member Secretary

To

The Director of Tourism
Department of Tourism, SDA Complex
Kasumpti-171009

Subject:- Consent of Establish for Homeland Exotica mixed land use construction project (Residential and Hotel Project) with a total built up area 46,599.00 Sqm. Mtrs. At Khasra No. 1363/1127/6321/1, 641, 608, 1372/426, 613, 626/1 & 626/3, 1374/627, 1376/1126/628, 629, 630, 631, 1368/632, 1369/1137/632, 642, 643, 644, 645, 646, 647, 648, 649, 429/1, 640, 1,2,3,4,5,6,7,8,9, 321/10, village Kiyari & Rirka, Tehsil & Distt. Shimla, H.P.

Sir,

Sh. Sunil Kumar Sood Prop. Of M/s Home Land Exotica Mixed Land use construction Project, House No. 143, Sector -07, Panchkula, Haryana-134109, have approached to this Board under Water Act, 1974 and Air Act, 1981 for Issuing Consent to Establish in their favour construction of Homeland Exotica mixed land use construction project (Residential and Hotel Project) with a total built up area 46,599.00 Sqm. Mtrs. At Khasra No. 1363/1127/6321/1, 641, 608, 1372/426, 613, 626/1 & 626/3, 1374/627, 1376/1126/628, 629, 630, 631, 1368/632, 1369/1137/632, 642, 643, 644, 645, 646, 647, 648, 649, 429/1, 640, 1,2,3,4,5,6,7,8,9, 321/10, village Kiyari & Rirka, Tehsil & Distt. Shimla, H.P. The State Level Environment Impact Assessment Authority H.P. has accorded the Environmental Clearance in favour of this project vide letter No. HPSEIAA/F(2015)/360-M/s Homeland Exotica mixed land use construction project /- 10 dated 01-04-2016. In view of the Environmental Engineer, H.P. State Pollution Control Board Shimla, Dist. Shimla, H.P. vide his on line report dated 12-07-2016 has recommended the case for grant of Consent to Establish. The State Board has examined the application and grants consent to establish under Water Act, 1981 and Air Act, 1981 with the following conditions :

1. This Consent to Establish is subject to the compliance of proceeding of the presentation as already circulated vide Endst. No.HPSPCB (434) Sunil Kumar Sood construction Project - Shimla /2016-11799-11804 dated 17-09-2016.
2. This consent to establish is subject to the compliance of conditions of Environmental Clearance as incorporated byt he State Level Environment Impact Assessment Authority H.P. vide letter NO. HPSEIAA/F (2015)/360-M/s Homeland Exotica Mixed Land use construction project/-10 dated 1.4.2016.
3. This consent to establish is valid for one year from the date of issue and shall subsequently be got renewed for each financial year or part thereof.
4. This consent to establish is only for the purpose and under the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 as the case may be, and will not construed as substitute for mandatory clearances required for the project under any other law / regulation / direction / order and the applicant shall obtain any such mandatory clearances before taking any steps to establish industry / industrial plant, operation or process or any treatment and disposal system or an extension or addition thereto.
5. This consent to establish is issued for :

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- (i) The domestic sewage 367 KLD shall be treated in sewage treatment plant of having capacity 400 KLD as proposed by the unit. The treatment shall conform to the norms as prescribed in Environment (Prevention) Rules 1986 as amended from time to time.
 - (ii) Garbage (Municipal Solid Waste) shall be disposed off by segregation and composting.
 - (iii) Noise / Emission from DG set conform to limits prescribed in Sr. No. 94 & 95 of Schedule-I of Environment (Protection) Rules, 1986.
 - (iv) The organic sludge from STP shall be used as manure in horticulture in the premises.
 - (v) Noise & ambient air quality to be maintained within Ambient air quality standards for noise as specified in Schedule-III of aforesaid Rules and Noise Pollution (Regulation and Control), Rules, 2000 as well as those CPCB.
6. The proponent shall comply with the provisions of the e-waste (Management & handling) Rules, 2011, as may be, applicable to it.
 7. The proponent shall comply with any other conditions laid down or directions issued by the Board or State Government or Ministry of Environment & Forests, Govt. of India or Central Pollution Control Board under the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and / or Environment (Protection) Act, 1986 as amended from time to time, as the case may be.
 8. Construction waste arising due to earth work during construction shall be used for landscaping within the premises and no debris are allowed to be disposed outside the premises.
 9. The promoter shall adequate arrangement for fighting the accidental leakage's / discharge of any air pollutant / gas / liquids from the vessel, mechanical equipment's etc. which are likely to cause environmental pollution.
 10. The promoter shall comply with any other conditions laid down or direction issued by the board under the provision of the Water (Prevention and Control of Pollution), Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981 from time to time.
 11. Nothing in this No objection Certificate shall be deemed to preclude the institution of any legal action nor relieve the applicant from any responsibilities or penalties to which the applicant is or may be subject under the provisions of the Water / Air Acts.
 12. The promoter shall grow suitable varieties of plants in the premises to maintain greenery.
 13. The promoter shall construct and commission the sewage treatment plant / emission control devices, simultaneously with the main project and the treated effluent / emissions shall conform to the standards as may be prescribed.
 14. The promoter shall construct a pucca storage tank of sufficient capacity to hold back the effluent in case of failure of Sewage Treatment Plant / re-circulation system and also for no demand period.
 15. The promoter shall provide terminal manhole at the end of each collection system and a manhole upstream of final outlet(s) out of the premises of the industry for measurement of flow and for taking samples.
 16. All underground water retaining structures shall be lined with an impervious layer so as to avoid seepage and contamination of sub soil / water.
 17. The promoter shall not discharge any fugitive emissions / odour.
 18. The promoter shall obtain consent to operate from this Board and install anti-pollution devices for prevention control and abatement of Water / Air Pollution before using for the residential and Hotel purposes.
 19. The promoter shall make provisions for rain harvesting from the rooftops and built up areas before operation.
 20. The promoter shall provide the acoustic enclosure over the DG set as per norms.
 21. That the compliance to the norms for emission / effluent and noise as prescribed of Environment Protection Act, 1986 as amended from time to time.
 22. This consent to establish is subject to the ratification by the State Board.

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- 23. The State Board reserves the right to revoke / review and alter the conditions of consent to establish as the case may be.
- 24. The promoter shall ensure that all the muck to be generated from the construction activities shall be used within the premises.
- 25. The promoter shall provide the sewage treatment plan for domestic sewage and also make provision for implementation of Solid Waste Management Rules, 2016.
- 26. The promoter shall explore the possibilities of connecting the sewer line with Municipal Corporation / IPH sewage deptt.
- 27. The promoter shall provide dual plumbing system for recycling of entire sewage after treatment in the STP for flushing of toilets.
- 28. The promoter shall make provision for the implementation of construction and demolition Water Management Rules, 2006.
- 29. The promoter shall submit Environment Management Plan consisting of all mitigation measures for each component of the environment, during construction operation and the entire life cycle to minimize adverse environmental impacts resulting from actions of the project.
- 30. The promoter shall increase the tree plantation along the periphery of the project and green belt inside the premises of the project.
- 31. The promoter shall incorporate best storm water management plan in order to avoid flooding of the area during monsoon.
- 32. The promoter shall make adequate provision for the transport infrastructure and traffic management at entry and exit to the project.
- 33. Unit shall provide the SBR technology in the sewage treatment plant.

Yours faithfully,
 (Dr. Sanjay Sood, IFS)
 Member Secretary
 HP State Pollution Control Board
 Telephone No. 0177-2673766

Endst.No. PCB (434) Sunil Kumar Sood residential & Hotel /2016-22750-54 dated 3.3.17

- Copy forwarded to the following for information and necessary action.
- 1. The Director, Town & Country Planning Department SDA Complex Kasumpti, Shimla.
 - 2. Sh. Anil Kumar Sood Prop. Of M/s Home Land Exotica-Mixed land use construction project. House No. 143, Sector-7, Panchkula, Haryana-134109
 - 3. The Eny. Engineer, HPPCB, Shimla Distt. Shimla, HP w.r.t. his online report.
 - 4. District Tourism Development Officer, Shimla Distt. Shimla, H.P.
 - 5. Case file.

(Dr. Sanjay Sood, IFS)
 Member Secretary
 HP State Pollution Control Board
 Telephone No. 0177-2673766

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 Sanjay Sood
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COMPROMISE DEED

This Compromise Deed is made at New Delhi on this 17th day of April, 2018

BETWEEN

Shri Sunil Sood S/o Late Shri Hans Raj Sood, House No. 143, Sector-VII, Panchkula, (Haryana) Proprietor, Homeland City Mall (hereinafter referred to as the 'First Party'), which expression shall unless, opposed or repugnant to the context or expressly excluded by the context or by law, mean and include his respective heirs, legal representatives, administrators, executors, nominees and assigns of the First Part.

AND

M/s Diamond Traexim Pvt. Ltd, a Company Registered under the Companies Act, 1956 & having its Registered Office: at House No. 302, Plot No. 12, Block B-1, Sector-9, Varun Apartments, Rohini, Delhi-110085 Through its Authorised Representative Mr. Hemant Jindal (hereinafter referred to as the 'Second Party'), which expression shall unless, opposed or repugnant to the context or expressly excluded by the context or by law, mean and include its legal representatives, administrators, executors, nominees and assigns of the Second Part.

WHEREAS in year 2009, the First Party had approached the Second Party expressing its intention to acquire about 10 Hectare (approx. 25 Acres) of land for an estimated price of Rs.25,00,00,000/- for the purpose of development and construction activities in the State of Himachal Pradesh. The Second Party submits that in order to achieve the said purpose, the First Party approached the Second Party for seeking financial assistance of

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approximately Rs.25,00,00,000/- with a proposal that the First Party is desirous of acquiring about 10 Hectare (approx. 25 Acres) of land for the purpose of development of a colony by carving out developed plots, constructing villas on the developed plots, and also for construction of a 5 Star Hotel at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh (hereinafter referred to as "the said Land").

WHEREAS as per the proposal offered by the First Party, it was assured, represented and promised to the Second Party that:

- (i) out of the financial assistance of Rs.25,00,00,000/- sought by the First Party from the Second Party, the First Party will acquire the "said Land";
- (ii) the First Party will also incur all the costs, fees and expenses etc. as may be required to obtain all the statutory approvals required for the development of a colony by carving out developed plots, constructing villas on the developed plots, and also for construction of a 5 Star Hotel on the "said Land" (hereinafter referred to as the "said Colony");
- (iii) the First Party will be in a position to obtain all the statutory approvals as may be required for the development of the said Colony on the land within a period of 2 years. It is submitted that the First Party assured, represented and promised to the Second Party that there are a large number of land owners from whom the First Party will purchase the "said Land", and therefore the process of the negotiation / acquisitions/ consolidation of the "said Land" will take approx. 3 years.

(iv) the First Party represented and assured that the First Party will take the finance from the Second Party in installments over a period of 5 years as and when the First Party is required to make payment to the land owners for the acquisition of the "said Land", and as and when the First Party is required to make payment for meeting the costs, fees and other expenses for obtaining the statutory approvals required for the development of the "said Colony" on the "said Land".

(v) it was also represented, assured and promised by the First Party to the Second Party that out of the consideration received by the First Party from the Second Party, if at any time the First Party is not in a position to acquire the land for which purpose the consideration has been received from the Second Party, then the excess amount of consideration, so received by the First Party shall not be retained by the First Party for purchase of land in future, but will be returned/remitted forthwith by the First Party to the Second Party. It was also represented, assured and promised by the First Party that the First Party will retain with him the amount of consideration which is equivalent to the amount required by him for the land for which he has either negotiated with the Vendors and/or for which the First Party has entered into Agreement and/or other documents of purchase with the Vendors.



- (vi) the First Party assured, promised and represented to the Second Party that the First Party will take finance from the Second Party only to the extent of the amount required for the purchase of the "said Land" and the amount required for obtaining the statutory approvals required for the development of the "said Colony" on the "said Land".
- (vii) the First Party further assured, promised and represented to the Second Party that if any excess amount is received by the First Party from the Second Party, the First Party shall be return / remit the said excess amount to the Second Party. The First Party represented, assured and promised to the Second Party that after the "said Land" is purchased by the First Party and the statutory approvals are obtained for development of the "said Colony" on the "said Land", the First Party will keep the Second Party duly informed.
- (viii) the First Party further assured, represented and agreed with the Second Party that in consideration of the Second Party providing finance of approximately Rs.25,00,00,000/- or such other amount for which the land has been purchased by the First Party, the First Party shall allot/ sell to the Second Party on "Ownership Basis", which shall be at a concessional/discounted rate of 50% of the market price at which the First Party will first start selling the developed plots and constructed villas to the public in the open market, certain developed plots and constructed villas in the said



Colony of the value which will be equivalent to the amount financed by the Second Party to the First Party.

(ix) the First Party further assured, promised and represented to the Second Party that within 6 months of obtaining all the statutory approvals required for the development of the "said Colony" on the "said Land", the First Party shall enter into a Memorandum of Agreement with the Second Party incorporating all the terms and conditions for the allotment and sale to the Second Party on "Ownership Basis", which shall be at a concessional/discounted rate of 50% of the market price at which the First Party will first start selling the developed plots and constructed villas to the public in the open market, certain developed plots and constructed villas in the said Colony of the value which will be equivalent to the amount financed by the Second Party to the First Party.

(x) the First Party further assured, represented, promised and agreed with the Second Party that till the execution of the Memorandum of Agreement by the First Party with the Second Party, and in order to secure the interest of the Second Party, the Second Party shall have a charge/lien on the "said Land" as and when acquired by the First Party.

WHEREAS believing and relying upon the representations, assurances, promises and agreements of the First Party, the Second Party agreed to provide to the First Party, adequate finance and keeping in view the past experience and dealings with the First Party, the Second Party had during the period between 26.08.2009 to 16.06.2015, paid to the First Party an

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amount of Rs.11,93,90,681/- in terms of the understanding arrived between the parties.

WHEREAS the First Party proceeded with the process of negotiations/acquisitions of the "said Land" from the land owners for the development of the said Colony, and the Second Party kept on making the payments to the First Party as and when the same were required by the First Party. That after the payment of Rs.11,93,90,681/- was made by the Second Party to the First Party by 16.06.2015, the First Party intimated the Second Party that further payments were not required as the "said Land" i.e. Land admeasuring 04-77-07 Hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh, and he has already proceeded with the process of obtaining all the statutory approvals required for the Development of the "said Land".

WHEREAS in August 2015, the First Party agreed and confirmed with the Second Party that out of the aforesaid payment of Rs.11,93,90,681/- made by the Second Party to the First Party, the First Party utilized a sum of Rs. 10,86,52,678/- to meet the purchase cost of the "said Land", and the First Party had retained an additional sum of Rs.1,07,38,003/- for meeting with the cost of statutory approvals, fees and other expenses for development of the "said Colony" on the "said Land". That the First Party also apprised the Second Party that he has already proceeded with the process of obtaining all the required statutory approvals, and the same are expected to be received by October, 2015 and thereafter the First Party shall immediately execute the Memorandum of Agreement with the Second Party in terms of the understanding arrived between the parties.

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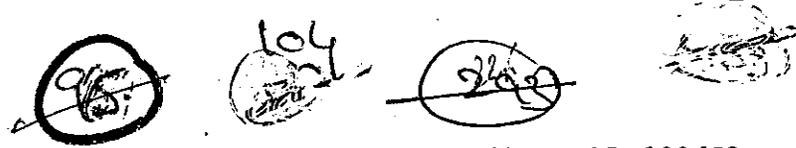
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WHEREAS the First Party confirms that the aforesaid land admeasuring 04-77-07 Hectares situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh worth Rs.10,86,52,678/-, was purchased by the First Party from the amount of Rs.11,93,90,681/- paid by the Second Party to the First Party and the "said Land" is hereinafter referred to as the "Property" and the First Party further categorically confirms that on the "said Land" admeasuring 04-77-07 Hectares situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh, the First Party has a first charge, lien for the amount of Rs.11,93,90,681/- paid by the Second Party to the First Party for the purchase of the "said Land".

WHEREAS thereafter the Second Party continuously enquired from the First Party on various occasions during November 2015 to December 2016 qua the status of Statutory Approvals and with respect to the execution of the Memorandum of Agreement with the Second Party for allotment / sale to the Second Party on "Ownership Basis", which shall be at a concessional/ discounted rate of 50% of the market price at which the First Party will first start selling the developed plots and constructed villas to the public in the open market, certain developed plots and constructed villas in the "said Colony" of the value which will be equivalent to the amount financed by the Second Party to the First Party.

WHEREAS finally pursuant to continuous enquires made by the Second Party, the First Party agreed to refund to the Second Party the amount of Rs.11,93,90,681/- paid by the Second Party to the First Party without any interest to which the Second Party, reluctantly agreed due to the present recession in the real estate market. The First Party accordingly during the course of the meeting with the Director of the Second Party at the



Registered Office of the Second Party at Delhi, issued a Cheque No.000659 dated 23.1.2017 for Rs.11,93,90,681/, drawn on Kotak Mahindra Bank Ltd., towards refund of the amount paid by the Second Party to the First Party.

WHEREAS the First Party however admits the receipt of an amount of Rs.11,93,90,681/- from the Second Party for the purchaser of the aforesaid Land, 04-77-07 Hectares situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh.

WHEREAS the dishonor of the aforementioned Cheque makes it abundantly clear that the First Party had an intent to deceit, cheat and defraud the Second Party as it has issued the above Cheque No.000659 dated 23.01.2017 for Rs.11,93,90,681/- despite having the express knowledge that the First Party had closed his bank account. However the First Party disputed the issue of the said Cheque as the First Party could not have issued a cheque from a Bank Account which already stands closed in the year 2013. The Second Party states that the Second Party has a clear and undisputed claim in respect of any monetary dues admittedly due and payable by the First Party to the Second Party.

WHEREAS the Second Party was accordingly constrained to send a Legal Notice dated 29.1.2017 through its Advocate to the First Party, and thereafter filed a Criminal Complaint No.CC No.3959 of 2017 in .Ld. District Court Rohini in which summons have been issued against the First Party.

WHEREAS thereafter the Second Party filed a Suit No.518 of 2017 against the First Party before the Hon'ble Delhi High Court being Summary Suit under Order XXXVII CPC read with Section 2 and 12 of the Commercial

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Courts, Commercial Appellate Division of the High Courts Acts, 2015 for recovery of amount of Rs.11,93,90,681/- alongwith pendent, lite and future interest in which a Stay Order dated 8.8.2017 has been passed by the Hon'ble Delhi High Court.

Whereas the First Party had out of the Land admeasuring 04-77-07 Hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh sold Land Admeasuring 03-17-68 Hectare to Nirvana Woods and Hotels Pvt. Ltd. vide Six Sale Deeds dated 01.05.2017 for which mutation of the said Land admeasuring 03-17-68 Hectare was also sanctioned in favour of the Nirvana Woods and Hotels Pvt. Ltd.

Whereas the Second Party also filed Six Appeals against the First Party and Nirvana Woods and Hotels Pvt. Ltd. for cancellation of the Six Mutation Orders vide which mutation of the said Land admeasuring 03-17-68 Hectare was also sanctioned in favour of the Nirvana Woods and Hotels Pvt. Ltd.

Whereas the Second Party has also filed Civil Suit No.8 of 2017 for cancellation of the Six Sale Deeds executed by the First Party in favour of Nirvana Woods and Hotels Pvt. Ltd. in respect of Land admeasuring 03-17-68 Hectare for a total sales consideration of Rs.10,32,00,000/-

Whereas the First Party has represented to the Second Party that the First Party has legal rights, title and interest in the following:-

- (i) Ownership of Balance Land admeasuring 01-47-67 Hectare situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla,



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Himachal Pradesh in the name of the First Party as per details given in **Annexure – I** attached herewith:-

- (ii) Right to recover an amount of Rs.6,11,42,000/- payable by Mr. Pankaj Gupta to First-Party as per Statement of Account attached herewith as **Annexure – II**.
- (iii) Right of ownership in 27.68% i.e. 15381.16 sq.ft. of the total developed FAR of Land admeasuring 03-17-68 Hectare situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh which is being developed by Nirvana Woods and Hotels Pvt. Ltd. pursuant to Memorandum of Understanding dated 21.09.2016 executed between the First Party and Mr. Pankaj Gupta S/o Shri Inderjit Gupta, resident of House No.86, Sector-12, Panchkula (Haryana). A copy of Statement of Right of ownership in 27.68% i.e. 15381.16 sq.ft. of the total developed FAR of Land admeasuring 03-17-68 Hectare situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh is attached herewith as **Annexure – III**. A copy of Memorandum of Understanding dated 21.09.2016 is attached herewith as **Annexure – IV**.

Whereas the First Party & the Second Party have entered into a lawful Compromise Deed on the terms & conditions which are stated hereunder:-

NOW THIS COMPROMISE DEED WITNESSETH AS UNDER :-

- 1) That the First Party has agreed and undertaken that in full & final settlement of the Claim of the Second Party with regard to the payment of Rs.11,93,90,681/- for purchase of Land admeasuring

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04-77-07 Hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh, the First Party do hereby permanently and forever relinquish/ surrender/transfer/assign in every manner whatsoever, all the rights, title and interest of the First Party in favour of the Second Party in the following:

- (i) Ownership of Balance Land admeasuring 01-47-67 Hectare situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh in the name of the First Party as per details given in **Annexure – I** attached herewith:-
- (ii) Right to recover an amount of Rs.6,11,42,000/- payable by Mr. Pankaj Gupta to First Party as per Statement of Account attached herewith as **Annexure – II**.
- (iii) Right of ownership in 27.68% i.e. 15381.16 sq.ft. of the total developed FAR of Land admeasuring 03-17-68 Hectare situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh which is being developed by Nirvana Woods and Hotels Pvt. Ltd. pursuant to Memorandum of Understanding dated 21.09.2016 executed between the First Party and Mr. Pankaj Gupta S/o Shri Inderjit Gupta, resident of House No.86, Sector-12, Panchkula (Haryana). A copy of Statement of Right of ownership in 27.68% i.e. 15381.16 sq.ft. of the total developed FAR of Land admeasuring 03-17-68 Hectare situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh is attached herewith as **Annexure – III**. A copy of Memorandum of Understanding dated 21.09.2016 is attached herewith as **Annexure – IV**.

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(iv) It is further agreed and undertaken between the First Party and the Second Party that all recoveries from the aforesaid either in the nature of land and/ or money shall be finally shared by the First Party and the Second Party in the ratio of 50% each.

2) That the First Party has also further agreed and undertaken that the First Party shall file all Civil and Criminal Cases as may be required by the Second Party to be initiated against Mr. Pankaj Gupta, and M/s Nirvana Woods and Hotels Pvt. Ltd. for effective satisfaction of the rights, interest and claims of the Second Party in the followings which stands permanently relinquished / surrendered / transferred / assigned by the First Party in favour of the Second Party.

(i) Ownership of Balance Land admeasuring 01-47-67 Hectare situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh in the name of the First Party as per details given in **Annexure – I** attached herewith:-

(ii) Right to recover an amount of Rs.6,11,42,000/- payable by Mr. Pankaj Gupta to First Party as per Statement of Account attached herewith as **Annexure – II**.

(iii) Right of ownership in 27.68% i.e. 15381.16 sq.ft. of the total developed FAR of Land admeasuring 03-17-68 Hectare situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh which is being developed by Nirvana Woods and Hotels Pvt. Ltd.

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pursuant to Memorandum of Understanding dated 21.09.2016 executed between the First Party and Mr. Pankaj Gupta S/o Shri Inderjit Gupta, resident of House No.86, Sector-12, Panchkula (Haryana). A copy of Statement of Right of ownership in 27.68% i.e. 15381.16 sq.ft. of the total developed FAR of Land admeasuring 03-17-68 Hectare situated at UP Mohal. Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh is attached herewith as **Annexure – III**. A copy of Memorandum of Understanding dated 21.09.2016 is attached herewith as **Annexure – IV**.

- (iv) Right to recover an amount of Rs.60,24,974/- payable by Mr. Pankaj Gupta to First Party pursuant to Letter dated 9.4.2018 sent by the First Party to Mr. Pankaj Gupta towards full and final settlement on the account under Memorandum of Understanding dated 21.09.2016. A copy of the Letter dated 9.4.2018 is attached herewith as **Annexure V**, and a copy of Memorandum of Understanding dated 21.09.2016 is attached herewith as **Annexure – VI**.

It is further agreed and undertaken between the First Party and the Second Party that all recoveries from the aforesaid either in the nature of land and/ or money shall be finally shared by the First Party and the Second Party in the ratio of 50% each.

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3) That the Civil Cases to be filed by the First Party shall be including the followings:-

- (i) Civil Suit for Recovery of an Amount of Rs.6,11,42,000/- alongwith interest @18% P.A. alongwith Relief of Permanent Injunction to be filed against Mr. Pankaj Gupta.
 - (ii) Suit for Partition of 27.68% i.e. 15381.16 sq.ft. of the total developed FAR of Land admeasuring 03-17-68 Hectare situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh which is being developed by Nirvana Woods and Hotels Pvt. Ltd. in favour of the First Party and balance 72.32% in favour of Nirvana Woods and Hotels Pvt. Ltd alongwith Relief of Permanent Injunction to be filed against M/s Nirvana Woods and Hotels Pvt. Ltd. pursuant to Memorandum of Understanding dated 21.09.2016 (Annexure IV)
 - (iii) Civil Suit for Recovery of an Amount of Rs.60,24,974/- alongwith interest @18% P.A. alongwith Relief of Permanent Injunction to be filed against Mr. Pankaj Gupta pursuant to Letter dated 9.4.2018 (Annexure V), and Memorandum of Understanding dated 21.09.2016 (Annexure – VI).
- 4) That the First Party has also agreed and undertaken that in the Six Appeals titled "Diamond Traexim Pvt. Ltd. Vs. Sunil Sood and Nirvana Woods and Hotels Pvt. Ltd." bearing Nos.32-VIII-17, 33-

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3) That the Civil Cases to be filed by the First Party shall be including the followings:-

(i) Civil Suit for Recovery of an Amount of Rs.6,11,42,000/- alongwith interest @18% P.A. alongwith Relief of Permanent Injunction to be filed against Mr. Pankaj Gupta.

(ii) Suit for Partition of 27.68% i.e. 15381.16 sq.ft. of the total developed FAR of Land admeasuring 03-17-68 Hectare situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh which is being developed by Nirvana Woods and Hotels Pvt. Ltd. in favour of the First Party and balance 72.32% in favour of Nirvana Woods and Hotels Pvt. Ltd alongwith Relief of Permanent Injunction to be filed against M/s Nirvana Woods and Hotels Pvt. Ltd. pursuant to Memorandum of Understanding dated 21.09.2016 (Annexure IV)

(iii) Civil Suit for Recovery of an Amount of Rs.60,24,974/- alongwith interest @18% P.A. alongwith Relief of Permanent Injunction to be filed against Mr. Pankaj Gupta pursuant to Letter dated 9.4.2018 (Annexure V), and Memorandum of Understanding dated 21.09.2016 (Annexure – VI).

4) That the First Party has also agreed and undertaken that in the Six Appeals titled "Diamond Traexim Pvt. Ltd. Vs. Sunil Sood and Nirvana Woods and Hotels Pvt. Ltd." bearing Nos.32-VIII-17, 33-

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VIII-17, 34-VIII-17, 35-VIII-17, 36-VIII-17 and 37-VIII-17, filed by the Second Party for cancellation of Six Mutation Orders Mutation No.261 dated 12.05.2017, Mutation No.262 dated 12.05.2017, Mutation No.263 dated 12.05.2017, Mutation No.440 dated 12.05.2017, Mutation No.441 dated 12.05.2017 and Mutation No.442 dated 12.05.2017, in respect of Mutation of the Land Admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh forming part of the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017, the First Party shall file Replies for cancellation of aforesaid Mutation Orders as the six Sale Deeds have been got executed fraudulently by Nirvana Woods and Hotels Pvt. Ltd. from the First Party by exercising undue influence / pressure / threats / coercion without even making the payment the Sales Consideration.

- 5) That the First Party has also agreed and undertaken that in the Suit for Cancellation of Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017, being Civil Suit No. 8 of 2017 titled "Diamond Traexim Pvt. Ltd. Vs. Sunil Sood and Nirvana Woods and Hotels Pvt. Ltd." filed by the Second Party, the First Party shall file Written Statement supporting the cancellation of the aforesaid Six Sale Deeds as the

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said Six Sale Deeds have been got executed fraudulently by Nirvana Woods and Hotels Pvt. Ltd. from the First Party by exercising undue influence / pressure / threats / coercion without even making the payment the Sales Consideration.

- 6). It is expressly and categorically declared, agreed and undertaken by the First Party and the Second Party that in respect of the land admeasuring 01-47-67 Hectares situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh which is still in the name of the First Party, and in respect of the Land admeasuring 03-17-68 Hectares situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh, which Mr. Pankaj Gupta, Director of M/s Nirvana Woods & Hotels Pvt. Ltd., have fraudulently got transferred from the First Party in the name of M/s Nirvana Woods & Hotels Pvt. Ltd. without making payment of the sales consideration (by rotating one cheque of Rs.30,00,000/- 22 times through the concept of "Kyte Flying" in order to camouflage the receipt of the Sale Consideration in the Sale Deed), finally stands reverted / vested in the name of the First Party, if a favourable Order for cancellation of Six Sale Deeds in respect of the land admeasuring 03-17-68 Hectares situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh is passed by the Hon'ble High Court of Himachal Pradesh by decreeing the Suit No.8 of 2017 filed by the Second Party against the First Party and M/s Nirvana Woods & Hotels Pvt. Ltd., and /or in case of filing of SLP by the Hon'ble Supreme Court), in that event the said land shall be transferred in the name of a company in which the First Party and /or its nominees as well as the

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Second party as well as its nominees will be the Shareholders and Directors. It is further agreed and undertaken that if the said land is developed through the said company after the transfer of the land in the name of the said Company, then it shall be the responsibility of the First Party to obtain all approvals as may be required for the development of the said land as well as all approvals for transfer of the developed / constructed properties in the said land to third parties in accordance with the prevailing laws of the state and centre government. It is further agreed that all the cost and expenses incurred in respect of such approvals as well as in respect of such development and construction of the Land shall be borne by the First Party and the Second Party in the ratio of 50% each. It is further agreed and undertaken by the First Party and the Second party that if at any time any of the party decides to sell its share in the said land and /or shareholdings in the said company, then the party so deciding to sell shall give first option of purchase to the other party subject to the mutually agreed terms, and if the other party refuses to exercise the first option of purchase then the party so deciding to sell shall be free to sell it to any third party

- 7). That the First Party has also agreed and undertaken that if the First Party backs out from the terms and conditions of this Compromise Deed then it will be considered as 420, fraud, cheating, criminal breach of trust & misappropriation of funds by the First Party with an intent to cause wrongful loss to the Second Party and wrongful gain to the First Party and the Second Party shall have the right to

(100) (118) (304)

register an FIR for 420, fraud, cheating, criminal breach of trust & misappropriation of funds under IPC, against the First Party.

- 8). That the Second Party has agreed and undertaken that the Second Party shall proceed to withdraw the Complaint dated 6.07.2017 under Section 138 of the Negotiable Instrument Act bearing CC No.3959-17 dated 24.08.2017 filed by the Second Party against the First Party before the Ld. Rohini Court Delhi within 30 days.
- 9). That in view of the continuous business relations between Mr. Pankaj Gupta, Director of M/s Nirvana Woods & Hotels Pvt. Ltd. & the First Party, the First Party have **KEPT IN TRUST** with Mr. Pankaj Gupta, Director of M/s Nirvana Woods & Hotels Pvt. Ltd. various blank Cheques. The First Party further inform the Second Party that from time to time various disputes relating to business transactions arose between the First Party & Mr. Pankaj Gupta, Director of M/s Nirvana Woods & Hotels Pvt. Ltd., and in order to get all the disputes resolved in favour of Mr. Pankaj Gupta, Mr. Pankaj Gupta the Director of M/s Nirvana Woods & Hotels Pvt. Ltd., have always threatened the First Party that if he does not succumb to the **WHIMS & DESIRE** of Mr. Pankaj Gupta, Director of M/s Nirvana Woods & Hotels Pvt. Ltd., he threatened that he shall fill the blank Cheques with huge amounts and present them for encashment, and after the Cheque(s) are dishonoured, threatened that he shall file Dozens of Criminal Complaints against the First Party for dishonouring of the Cheque(s), & send the First Party to Jail through the balance of his life. The First Party have always been

(167)

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(308)

living in the fear of threats of Mr. Pankaj Gupta, First Party. That the First Party further inform the Second Party that in order to grab the land *admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh*, Mr. Pankaj Gupta, Director of M/s Nirvana Woods & Hotels Pvt. Ltd. had under pressure, undue influence, coercion & threats fraudulently got transferred without payment of sales consideration from the First Party in favour of the M/s Nirvana Woods & Hotels Pvt. Ltd. land *admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh* vide Six Sale Deeds. The First Party further inform the Second Party that in order to camouflage the receipt of the sale consideration in the fraudulently executed Six Sale Deeds, Mr. Pankaj Gupta rotated one cheque of Rs.30,00,000/- 22 times through the concept of "Kyte Flying". That in view of the fraud played with the First Party by Mr. Pankaj Gupta alongwith his wife Mrs. Neelam Gupta alongwith his company M/s Nirvana Woods & Hotels Pvt. Ltd., the Second Party has also agreed and undertaken that it shall withdraw the Complaint dated 5.10.2017 filed by the Second Party against the First Party before Economic Offence Wing, Mandir Marg, New Delhi for registration of an FIR against the First Party for offences of Fraud, Cheating, Criminal Breach of Trust, Misappropriation of Funds of a sum of Rs.11,93,90,681/- and other applicable provisions under the Indian Penal Code, 1860. It is however, specifically made it clear by the Second Party to the First Party that the Second Party shall continue to pursue its complaint against Mr. Pankaj Gupta, his wife

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Mrs. Neelam Gupta and their Company M/s Nirvana Woods & Hotels Pvt. Ltd. before the EOW Wing of Police, Mandir Marg, New Delhi. The First Party has agreed and undertaken that he will make a truthful and correct Statement before the EOW Wing of Police, Mandir Marg, New Delhi in the Complaint filed by the Second Party against the First Party, Mr. Pankaj Gupta, Mrs. Neelam Gupta and M/s Nirvana Woods & Hotels Pvt. Ltd. with regard to the fraud played by Mr. Pankaj Gupta, Mrs. Neelam Gupta and M/s Nirvana Woods & Hotels Pvt. Ltd. against the Second Party.

- 10). That the Second Party and the First Party have undertaken that they shall fully cooperate with each other in executing the aforesaid terms of the settlement in its entirety and shall sign and execute any document necessary to give effect to the instant lawful Compromise and Settlement, including submitting applications to any statutory, municipal authority etc.
- 11). That the Second Party and the First Party have further confirmed, acknowledged and declared that in view of the instant lawful Compromise and Settlement, they that the Second party shall not make any claim(s) (in present or in future) against each other in respect of the amount of RS.11,93,90,681/-.
- 12). That the Second Party and the First Party have further confirmed, acknowledged declared and reiterated that they shall continue to abide by the terms of the instant lawful Compromise and Settlement as recorded hereinabove.

- (104) 118 (307) (104)
- 13). That the Second Party and the First Party have agreed and undertaken that they shall act in such manner and execute any such document that may be required by any of them in furtherance of the terms of the instant lawful Compromise and Settlement or which may be necessary to fully implement and effectuate the same, whether now or in the future at any time. The parties have agreed that they shall fully cooperate in this regard and shall not act in any manner which hinders or delays the implementation of the aforementioned Settlement.
- 14). That the parties agree and clarify that the instant lawful compromise and settlement has been arrived at *bona fide* and in good faith, to achieve the purposes stated hereinabove. It is agreed and clarified that there is no fraud, coercion or undue influence imposed on any party hereto to enter into the said Settlement, and that the parties have agreed to the said Settlement out of their own free will and volition. It is made clear that none of the parties hereto and none of their heirs or representatives or assigns shall ever challenge the instant lawful compromise and Settlement on any basis whatsoever and the parties hereto understand that such challenge before any forum shall be null and void in the eyes of law. The parties agree and confirm that the instant lawful compromise and Settlement is valid, legal and enforceable in all its terms.
- 15) That the Parties shall be free to claim the refund of the Court Fee as per rules.

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16). That in case any dispute arise between the First Party and the Second Party with regard to the Interpretation and/or implementation of the terms and conditions of this Compromise Deed, the same shall be referred to the Sole Arbitrator of Dr. R. K. Anand, S/o Late Shri O.P. Anand, R/o AR-307, The Aralias, DLF Golf Links, DLF City Phase-V, Gurgaon, Haryana, and all the arbitration meetings shall be held in the office of Dr. R.K.Anand at SF 204 The Peach Tree Complex, Sushant Lok Phase-I, Block "C", Sector-43, Gurgaon, Haryana.

IN FAITH AND TESTIMONY THE PARTIES HERETO SET THEIR HANDS TO THIS COMPROMISE DEED ON THE DAY, MONTH AND THE YEAR HEREUNDER WRITTEN IN THE PRESENCE OF FOLLOWING WITNESSES.

WITNESSES:

1.

Sd/-

Sd/-
(Sunil Sood)
First Party

M/s Diamond Tracxim Pvt. Ltd

2.

Sd/-

Sd/-
(Hemant Jindal)
Authorised Representative
Second Party

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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 518/2017

M/S DIAMOND TRAEXIM PVT LTD

..... Plaintiff

Through Mr.Akhil Sachar, Advocate.

versus

SHRI SUNIL SOOD

..... Defendant

Through Mr.Amit Agrawal with Mr.Pradeep
Chhindra and Mr.Ali Waris Rao,
Advocates.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

%

20.04.2018

I.A.No.5360/2018

Present joint application has been filed under Order XXIII Rule 3 read with Section 151 CPC. The same is duly signed by learned counsel for the plaintiff and defendant as well as by the parties to the litigation.

Present application is also supported by affidavits of the defendants and the authorized representative of the plaintiff.

Both the learned counsel state that the matter has been compromised in accordance with the terms mentioned in the Compromise Deed dated 17th April, 2018 annexed as 'Annexure P-1' to the present application.

Both the learned counsel further assure and undertake to this Court that the parties shall comply with the terms mentioned in the

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aforesaid Compromise Deed.

The aforesaid statements, assurances and undertakings as well as undertakings given by learned counsel for the parties are accepted by this Court and parties are held bound by the same.

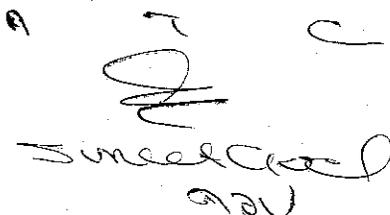
This Court has also perused the compromise application as well as the Compromise Deed and is of the opinion that it is lawful. However, as this Court finds that some blame has been attributed by the parties upon Mr.Pankaj Gupta in the aforesaid Compromise Deed, it clarifies that the present order is without prejudice to the rights and contentions of Mr.Pankaj Gupta. As a matter of abundant precaution, it is further clarified that nothing in the aforesaid Compromise Deed shall be taken as a finding of guilt of Mr.Pankaj Gupta in any proceedings initiated by either of the parties and the concerned court/forum shall decide the matter on its own merit without being influenced by this Compromise Deed between the plaintiff and the defendant.

Consequently, the suit is decreed in accordance with the present application as well as the Compromise Deed dated 17th April, 2018, a copy of which is marked as Ex. C-1(colly). Registry is directed to prepare a decree sheet accordingly.

With the aforesaid observations, present application is allowed and the suit stands disposed of. The interim order dated 08th August, 2017 stands vacated. The next date of hearing i.e. 15th May, 2018 stands cancelled.

MANMOHAN, J

APRIL 20, 2018/KA


Manmohan, J

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Amex: R 16/8

357

Amex: P 7 1

BEFORE THE HON'BLE HIGH COURT OF HIMACHAL PRADESH

AT SHIMLA

COPS
CIVIL SUIT NO. 8 of 2017

IN THE MATTER OF:

M/s Diamond Traexim Pvt. Ltd.

.....Plaintiff

Versus

Shri Sunil Kumar Sood and Another

.....Defendants

MEMO OF PARTIES

FOR GENERAL USE

Section Officer
HIGH COURT OF HIMACHAL PRADESH
DATED: 13/5/18

IN THE MATTER OF:-

M/s Diamond Traexim Pvt. Ltd,

a Company Registered under the Companies Act, 1956 &
having its Registered Office:

at House No. 302, Plot No. 12, Block B-1,

Sector-9, Varun Apartments,

Rohini, Delhi-110085

Through its Authorised signatory Sh Vijay kuma
...Plaintiff

VERSUS

- (1) Shri Sunil Sood, S/o Late Sh. Hans Raj Sood
Sole Proprietor,
M/s Homeland City Mall
House No. 143, Sector-VII
Panchkula, (Haryana),

...Defendant No.1

- (2) M/s Nirvana Woods & Hotels Pvt. Ltd.
a Company Registered under Sub Section (2) of Section 7
of the Companies Act 2013 & having its Registered Office at
House No. 335, Advocate Enclave, Sector-49-A, Chandigarh,
Through its Director Mr. Pankaj Gupta

... Defendant No.2

certified copy of plaint and written
statements filed by defendants.

ATTESTED

SECTION OFFICER (Judicial)
HIGH COURT OF HIMACHAL PRADESH

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BEFORE THE HON'BLE HIGH COURT OF HIMACHAL PRADESH

AT SHIMLA

COPS
CIVIL SUIT NO. 8 of 2017

IN THE MATTER OF:

M/s Diamond Traexim Pvt. Ltd.

.....Plaintiff

Versus

Shri Sunil Kumar Sood and Another

.....Defendants

MEMO OF PARTIES

IN THE MATTER OF:-

M/s Diamond Traexim Pvt. Ltd,
a Company Registered under the Companies Act, 1956 &
having its Registered Office:

at House No. 302, Plot No. 12, Block B-1,

Sector-9, Varun Apartments,

Rohini, Delhi-110085

Through its Authorised signatory Sh. Vijay Kumar
.....Plaintiff

VERSUS

(1) Shri Sunil Sood, S/o Late Sh. Hans Raj Sood

Sole Proprietor,

M/s Homeland City Mall

House No. 143, Sector-VII

Panchkula, (Haryana),

...Defendant No.1

(2) M/s Nirvana Woods & Hotels Pvt. Ltd.

a Company Registered under Sub Section (2) of Section 7

of the Companies Act 2013 & having its Registered Office at

House No. 335, Advocate Enclave, Sector-49-A, Chandigarh,

Through its Director Mr. Pankaj Gupta

... Defendant No.2

For M/s Diamond Traexim Pvt. Ltd.

(Authorised Representative)
Plaintiff

Through

ATUL G. SOOD & KARTIK KUMAR
ADVOCATES FOR THE PLAINTIFF

Shimla
01-12-2017

FILED TODAY
06 DEC 2017
Reader to Registrar

ADVISED
Oath Commission
H.P. High Court

ARRESTED

SECTION OFFICER (Judicial)
HIGH COURT OF HIMACHAL PRADESH

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BEFORE THE HON'BLE HIGH COURT OF HIMACHAL PRADESH

AT SHIMLA

coms
CIVIL SUIT NO. 8 of 2017

IN THE MATTER OF:

M/s Diamond Traexim Pvt. Ltd,
a Company Registered under the Companies Act, 1956 &
having its Registered Office:
at House No. 302, Plot No. 12, Block B-1,
Sector-9, Varun Apartments,
Rohini, Delhi-110085 (Through Authorised Representative Sh. Vijay Kumar)
...Plaintiff

Versus

(1) Shri Sunil Sood, son of Late Sh. Hans Raj Sood
Sole Proprietor,
M/s Homeland City Mall
House No. 143, Sector-VII
Panchkula, (Haryana),
...Defendant No.1

(2) M/s Nirvana Woods & Hotels Pvt. Ltd.
a Company Registered under Sub Section (2) of Section 7
of the Companies Act 2013 & having its Registered Office at
House No. 335, Advocate Enclave, Sector-49-A, Chandigarh,
Through its Director Mr. Pankaj Gupta
... Defendant No.2

FILED TODAY

8 DEC 2017

Reader to Registrar

~~SUIT FOR~~ DECLARATION / CANCELLATION OF SIX SALE DEEDS BEARING

SALE DEED NO.650 DATED 1.5.2017, SALE DEED NO.651 DATED 1.5.2017,
SALE DEED NO.652 DATED 1.5.2017, SALE DEED NO.653 DATED 1.5.2017,
SALE DEED NO.654 DATED 1.5.2017, and SALE DEED NO.655 DATED
1.5.2017 AND FOR PERMANENT INJUNCTION IN RESPECT OF THE LAND
ADMEASURING 03-15-49 HECTARES SITUATED AT UP MOHAL KIARI/RIRKA,
TEHSIL AND DISTRICT SHIMLA, HIMACHAL PRADESH UNDER ORDER ~~VI~~ 26
RULE 7 READ WITH SECTION 151 OF CPC AND SECTION 34 OF THE
SPECIFIC RELIEF ACT, 1963

Vijay Kumar
PLAINTIFF

THROUGH COUNSEL

ATUL G. SOOD & KARTIK KUMAR
ADVOCATES FOR THE PLAINTIFF

RECEIVED

Oath Commission SHIMLA
High Court

08/12/2017

ATTESTED

SECTION OFFICER (Judicial)
HIGH COURT OF HIMACHAL PRADESH

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MAY IT PLEASE YOUR LORDSHIP:

1. That the Plaintiff is a Private Limited Company incorporated and registered under the provisions of the Companies Act, 1956 presently having its Registered Office at House No.302, Plot No.12, Sector-9, Varun Apartments, Rohini Delhi-110085. On 04.12.2007 i.e. at the time of the incorporation of the Plaintiff Company, the name of the Plaintiff Company was AB Continental Trade Pvt. Ltd. which was subsequently changed to AB Continental Commodities Pvt. Ltd. on 22.04.2010. Thereafter, on 20.02.2015, the name of the Plaintiff Company was finally changed to Diamond Traexim Pvt. Ltd. The present suit is being instituted by the Plaintiff through its authorized representative, Sh. Vijay Kumar who has been duly authorised by Board of Directors of the Plaintiff Company vide Resolution dated 05.06.2017 to sign, verify the pleadings and depose on behalf of the Plaintiff

FILED TODAY
 06 DEC 2017
 2.
 Reader to Registrar

2. That the Defendant No.1, Shri Sunil Sood is an individual and a Sole Proprietor of M/s Homeland City Mall who is carrying on his business under the name and style of Homeland City Mall. The Defendant No.1 is engaged in the business of real estate development and construction of various projects under the name and style of Homeland City Mall, and is solely responsible for all the operations carried out by his Proprietorship Concern. The Defendant No.2 is a Private Limited Company incorporated and registered under the provisions of the Companies Act, 1956, having its Registered Office at House No. 335, Advocate Enclave, Sector-49-A, Chandigarh, and is being sued through its Director Mr. Pankaj Gupta. The Defendant No.2 is also engaged in the business of real estate development and construction of various projects at various locations.

ATTESTED
 SECTION OFFICER (Judicial)
 HIGH COURT OF HIMACHAL PRADESH

3. That in year 2009, the Defendant No.1 had approached the Plaintiff expressing its intention to acquire about 10 Hectare (approx. 25 Acres) of land for an estimated price of Rs.25,00,00,000/- for the purpose of development and

DEPOSED
 Date of Submission
 Date of Court

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construction activities in the State of Himachal Pradesh. The Plaintiff submits that in order to achieve the said purpose, the Defendant No.1 approached the Plaintiff for seeking financial assistance of approximately Rs.25,00,00,000/- with a proposal that the Defendant No.1 is desirous of acquiring about 10 Hectare (approx. 25 Acres) of land for the purpose of development of a colony by carving out developed plots, constructing villas on the developed plots, and also for construction of a 5 Star Hotel at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh (hereinafter referred to as "The said Land").

4. That as per the proposal offered by the Defendant No.1, it was assured, represented and promised to the Plaintiff that:

- (i) From the financial assistance of Rs.25,00,00,000/- sought by the Defendant No.1 from the Plaintiff, the Defendant No.1 will acquire "the said Land";
- (ii) the Defendant No.1 shall also incur all the costs, fees and expenses etc. as may be required to obtain all the statutory approvals required for the development of a colony by carving out developed plots, constructing villas on the developed plots, and also for construction of a 5 Star Hotel on "the said Land" (hereinafter referred to as the "said Colony");

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Deputy Registrar

- (iii) The Defendant No.1 shall be in a position to obtain all the statutory approvals as may be required for the development of the said Colony on the land within a period of 2 years. The Defendant No.1 assured, represented and promised to the Plaintiff that there are a large number of land owners from whom the Defendant No.1 shall purchase "the said Land", and therefore the process of the negotiation / acquisitions/ consolidation of "the said Land" will take approximately 3 years.
- (iv) The Defendant No.1 represented and assured the Plaintiff that the Defendant No.1 will seek the financial assistance from the Plaintiff in installments over a period of 5 years as and when the Defendant No.1 is required to make payment to the land owners for the acquisition of "the said

Notary Commission,
H.P. High Court

ATTESTED

SECTION OFFICER (Judicial)
COURT OF HIMACHAL PRADESH

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Land", and to make payment for meeting the costs, fees and other expenses for obtaining the statutory approvals required for the development of the "said Colony" on "the said Land".

(v) That it was also represented, assured and promised by the Defendant No.1 to the Plaintiff that out of the consideration received by the Defendant No.1 from the Plaintiff, if at any time the Defendant No.1 is not in a position to acquire the land for which purpose the consideration has been received from the Plaintiff, then the excess amount of consideration, so received by the Defendant No.1 shall not be retained by the Defendant No.1 for purchase of land in future, but will be returned/remitted forthwith by the Defendant No.1 to the Plaintiff. It was also represented, assured and promised by the Defendant No.1 that the Defendant No.1 will retain with him the amount of consideration which is equivalent to the amount required by him for the land for which he has either negotiated with the Vendors and/or for which the Defendant No.1 has entered into Agreement and/or other documents of purchase with the Vendors.

(vi) The Defendant No.1 assured, promised and represented to the Plaintiff that the Defendant No.1 will take finance from the Plaintiff only to the extent of the amount required for the purchase of "the said Land" and the amount required for obtaining the statutory approvals required for the development of the "said Colony" on "the said Land".

(vii) The Defendant No.1 further assured, promised and represented to the Plaintiff that if any excess amount is received by the Defendant No.1 from the Plaintiff, the Defendant No.1 shall return / remit the said excess amount to the Plaintiff. The Defendant No.1 represented, assured and promised to the Plaintiff that the Plaintiff shall be duly informed qua the purchase of the said land and the statutory approvals obtained for development of the "said Colony" on "the said Land".

FILED TODAY
DEC 2017

ATTESTED
SECTION OFFICER (Judicial)
HIGH COURT OF HIMACHAL PRADESH

ATTESTED
Oath Commissioner,
U.P. High Court

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(viii) That the Defendant No.1 further assured, represented and agreed with the Plaintiff that in consideration of the Plaintiff providing finance of approximately Rs.25,00,00,000/- or such other amount for which the land has been purchased by the Defendant No.1, the Defendant No.1 shall allot/ sell to the Plaintiff on "Ownership Basis", which shall be at a concessional/discounted rate of 50% of the market price at which the Defendant No.1 will first start selling the developed plots and constructed villas to the public in the open market, certain developed plots and constructed villas in the said Colony of the value which will be equivalent to the amount financed by the Plaintiff to the Defendant No.1.

(ix) That the Defendant No.1 further assured, promised and represented to the Plaintiff that within 6 months of obtaining all the statutory approvals required for the development of the "said Colony" on "the said Land", the Defendant No.1 shall enter into a Memorandum of Agreement with the Plaintiff incorporating all the terms and conditions for the allotment and sale to the Plaintiff on "Ownership Basis", which shall be at a concessional/discounted rate of 50% of the market price at which the Defendant No.1 will first start selling the developed plots and constructed villas to the public in the open market, certain developed plots and constructed villas in the said Colony of the value which will be equivalent to the amount financed by the Plaintiff to the Defendant No.1.

The Defendant No.1 further assured, represented, promised and agreed with the Plaintiff that till the execution of the Memorandum of Agreement by the Defendant No.1 with the Plaintiff, and in order to secure the interest of the Plaintiff, the Plaintiff shall have a charge/lien on "the said Land" as and when acquired by the Defendant No.1.

5. That believing and relying upon the representations, assurances, promises and agreements of the Defendant No.1, the Plaintiff agreed to provide to the

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Defendant No.1, finance of approximately Rs.25,00,00,000/- or such other amount as may be required by the Defendant No.1 for the land actually purchased by the Defendant No.1. It will be relevant to reiterate that the Plaintiff agreed to provide the finance of approximately Rs.25,00,00,000/- or such other amount as may be required by the Defendant No.1 for the land actually purchased by the Defendant No.1 with the express condition that the Defendant No.1 shall allot/sell to the Plaintiff on "Ownership Basis", at a concessional/discounted rate of 50% of the market price at which the Defendant No.1 will first start selling the developed plots and constructed villas to the public in the open market, certain developed plots and constructed villas in the said Colony of the value which shall be equivalent to the amount financed by the Plaintiff to the Defendant No.1 and with further condition that till the execution of the Memorandum of Agreement by the Defendant No.1 with the Plaintiff, the Plaintiff shall have a charge/lien on "the Entire Land" as and when acquired by the Defendant No.1.

6. That at this stage, it will be pertinent to state that in the past also in the year 2005-2006, the Defendant No.1 had taken finance from one M/s Homeland Buildwell Private Limited, through its Managing Director Mr. Hemant Jindal, who is also the Authorised Representative of the Plaintiff herein along with

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Sh. Vijay Kumar, where an amount of Rs.4,32,59,600/- was paid by the said M/s Homeland Buildwell Private Limited, to the Defendant No.1 during December, 2005 to January, 2006, whereas the formal Collaboration Agreement dated 11.08.2006 was executed by the Defendant No.1 with M/s Homeland Buildwell Private Limited after the expiry of 8 months i.e. in August 2006.

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A Statement showing the details of the payments of Rs.4,32,59,600/- made by the said Homeland Buildwell Private Limited to the Defendant No.1 in a similar

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case in the past during December, 2005 to January, 2006 is mentioned hereunder:

S. No.	Cheque No.	Date	Amount	Bank	Favouring
1	413316	12/6/2005	5,871,200	Bank of India, Parliament Street, New Delhi	Defendant No.1
2	413317	12/6/2005	7,008,800	Bank of India, Parliament Street, New Delhi	Defendant No.1
3	413318	12/6/2005	100,000	Bank of India, Parliament Street, New Delhi	Defendant No.1
4	363126	12/6/2005	7,659,900	HDFC Bank, East Patel Nagar, New Delhi	Defendant No.1
5	413313	12/6/2005	1,959,800	Bank of India, Parliament Street, New Delhi	Defendant No.1
6	413319	12/7/2005	830,500	Bank of India, Parliament Street, New Delhi	Defendant No.1
7	TO DD NO. 044202, 044203, 044204	12/8/2005	(829,500)	Bank of India, Parliament Street, New Delhi	Plaintiff
8	113327	12/26/2005	500,000	Bank of India, Parliament Street, New Delhi	Defendant No.1
9	413326	12/26/2005	2,398,900	Bank of India, Parliament Street, New Delhi	Defendant No.1
10	113331	1/2/2006	1,300,000	Bank of India, Parliament Street, New Delhi	Defendant No.1
11	363128	1/30/2006	10,491,200	HDFC Bank, East Patel Nagar, New Delhi	Defendant No.1
12	413334	1/30/2006	5,968,800	Bank of India, Parliament Street, New Delhi	Defendant No.1
	TOTAL		4,32,59,600		

That the Defendant No.1 received the above payments from M/s Homeland Buildwell Pvt. Ltd., during December, 2005 to January, 2006, where the Defendant No.1 executed the Collaboration Agreement dated 11.08.2006 in favour of M/s Homeland Buildwell Pvt. Ltd., i.e. after the expiry of Eight (8) months.

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It is a respectful submission of the Plaintiff that the execution of Memorandum of Agreement at a later stage after the payments have been made is a normal practice in this trade/business. It may be stated that in the real estate business, the payments are made between the parties completely on "Trust Basis" without execution of formal documents, and since the payments are made by cheque, to a largest extent the risk of the parties is minimized.

7. That with the aforesaid oral agreements/arrangements/ understanding and keeping in view the past experience and dealings with the Defendant No.1, the Plaintiff had during the period between 26.08.2009 to 16.06.2015, paid to the Defendant No.1 an amount of Rs.11,93,90,681/- in terms of the understanding arrived between the parties. It is stated that whenever any excess payment (over and above what was required) was received by the Defendant No.1 from the Plaintiff, the same was duly returned by the Defendant No.1 to the Plaintiff. However, little did the Plaintiff realize, that the alleged return of the excess payment, over and above what was required, was only a ploy to gain the confidence of the Plaintiff. The aforesaid amount of Rs.11,93,90,681/- paid by the Plaintiff to the Defendant No.1 is also reflected in the Audited Balance Sheet and Profit and Loss Account of the Plaintiff as on 31.03.2016.

A Statement showing the details of the payments of Rs.11,93,90,681/- made by the Plaintiff to the Defendant No.1 during 26.08.2009 to 16.06.2015 as well as subsequent entries upto 24.01.2017.

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Sr. No.	Cheque No.	Date	Amount (Rs.)	Bank	Favoring
1	027797	26/08/2009	7,000,000	HDFC BANK	Defendant No.1
2	027801	27/08/2009	2,200,000	HDFC BANK	Defendant No.1
3	027803	28/08/2009	4,300,000	HDFC BANK	Defendant No.1
4	027804	29/08/2009	5,000,000	HDFC BANK	Defendant No.1
5	027815	01/09/2009	2,200,000	HDFC BANK	Defendant No.1

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6	027813	01/09/2009	1,500,000	HDFC BANK	Defendant No.1
7	215689	05/09/2009	6,000,000	SBI	Defendant No.1
8	215671	06/09/2009	20,100,000	SBI	Defendant No.1
9	511190	08/02/2010	23,600,000	SBI	Defendant No.1
10	911135	18/02/2010	1,000,000	HDFC BANK	Defendant No.1
11	934722	02/07/2010	1,000,000	PNB	Defendant No.1
12	934774	05/07/2010	5,000,000	PNB	Defendant No.1
13	119889	05/07/2010	1,400,000	HDFC BANK	Defendant No.1
14	934783	05/08/2010	2,000,000	PNB	Defendant No.1
15	119900	11/08/2010	400,000	HDFC BANK	Defendant No.1
16	934785	16/08/2010	5,000,000	PNB	Defendant No.1
17	934787	23/08/2010	600,000	PNB	Defendant No.1
18	934790	01/09/2010	400,000	PNB	Defendant No.1
19	119903	03/09/2010	700,000	HDFC BANK	Defendant No.1
20	119904	04/09/2010	1,100,000	HDFC BANK	Defendant No.1
21	119905	08/09/2010	750,000	HDFC BANK	Defendant No.1
22	119906	09/09/2010	4,800,000	HDFC BANK	Defendant No.1
23	119908	09/09/2010	2,500,000	HDFC BANK	Defendant No.1
24	119907	09/09/2010	1,000,000	HDFC BANK	Defendant No.1
25	119916	15/09/2010	3,000,000	HDFC BANK	Defendant No.1
26	119916	16/09/2010	900,000	HDFC BANK	Defendant No.1
27	119917	16/09/2010	1,300,000	HDFC BANK	Defendant No.1
28	119919	17/09/2010	1,500,000	HDFC BANK	Defendant No.1
29	934793	18/09/2010	1,000,000	PNB	Defendant No.1
30	934797	27/09/2010	1,000,000	PNB	Defendant No.1
31	934803	04/10/2010	1,500,000	PNB	Defendant No.1

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32	119936	15/10/2010	700,000	HDFC BANK	Defendant No.1
33	934810	01/11/2010	2,500,000	PNB	Defendant No.1
34	934813	16/11/2010	3,500,000	PNB	Defendant No.1
35	RTGS	19/11/2010	6,000,000	PNB	Defendant No.1
36	RTGS	29/11/2010	(40,00,000)	PNB	Plaintiff
37	934834	13/01/2011	5,000,000	PNB	Defendant No.1
38	934835	27/01/2011	3,100,000	PNB	Defendant No.1
39	934836	27/01/2011	3,600,000	PNB	Defendant No.1
40	177077	27/01/2011	800,000	HDFC BANK	Defendant No.1
41	934841	02/02/2011	600,000	PNB	Defendant No.1
42	934840	07/02/2011	1,000,000	PNB	Defendant No.1
43	934849	25/02/2011	1,500,000	PNB	Defendant No.1
44	934864	17/03/2011	10,000,000	PNB	Defendant No.1
45	934862	21/03/2011	8,000,000	PNB	Defendant No.1
46	934867	26/03/2011	1,500,000	PNB	Defendant No.1
47	934868	28/03/2011	17,200,000	PNB	Defendant No.1
48	934869	30/03/2011	2,500,000	PNB	Defendant No.1
49	934866	30/03/2011	4,000,000	PNB	Defendant No.1
50	934871	15/04/2011	250,000	PNB	Defendant No.1
51	934876	18/04/2011	300,000	PNB	Defendant No.1
52	177029	29/04/2011	600,000	HDFC BANK	Defendant No.1
53	177027	29/04/2011	100,000	HDFC BANK	Defendant No.1
54	177079	05/05/2011	350,000	HDFC BANK	Defendant No.1
55	177083	13/05/2011	500,000	HDFC BANK	Defendant No.1
56	177080	18/05/2011	350,000	HDFC BANK	Defendant No.1
57	934880	19/05/2011	13,500,000	PNB	Defendant No.1
58	177061	01/06/2011	400,000	PNB	Defendant No.1

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59		08/06/2011	250,000	HDFC BANK	Defendant No.1
60		13/06/2011	700,000	HDFC BANK	Defendant No.1
61	177086	17/06/2011	300,000	HDFC BANK	Defendant No.1
62	177085	20/06/2011	400,000	HDFC BANK	Defendant No.1
63		21/06/2011	300,000	HDFC BANK	Defendant No.1
64		23/06/2011	300,000	HDFC BANK	Defendant No.1
65		27/06/2011	250,000	HDFC BANK	Defendant No.1
66	939903	16/08/2011	950,000	PNB	Defendant No.1
67	934909	25/08/2011	500,000	PNB	Defendant No.1
68	934914	26/08/2011	1,000,000	PNB	Defendant No.1
69	934916	29/08/2011	6,500,000	PNB	Defendant No.1
70	934927	09/09/2011	500,000	PNB	Defendant No.1
71	934929	15/09/2011	1,000,000	PNB	Defendant No.1
72	934940	22/09/2011	500,000	PNB	Defendant No.1
73	934939	23/09/2011	175,000	PNB	Defendant No.1
74	934944	26/09/2011	800,000	PNB	Defendant No.1
75	634946	27/09/2011	300,000	PNB	Defendant No.1
76	934958	14/10/2011	600,000	PNB	Defendant No.1
	801762	21/10/2011	300,000	PNB	Defendant No.1
	801770	12/11/2011	500,000	PNB	Defendant No.1
	801773	17/11/2011	1,500,000	PNB	Defendant No.1
80	801775	21/11/2011	1,300,000	PNB	Defendant No.1
81	801778	28/11/2011	1,800,000	PNB	Defendant No.1
82	801779	30/11/2011	1,000,000	PNB	Defendant No.1
83	801783	03/12/2011	500,000	PNB	Defendant No.1
84	801792	26/12/2011	2,500,000	PNB	Defendant No.1
85	801795	30/12/2011	5,500,000	PNB	Defendant No.1

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86	RTGS	10/01/2012	(11,00,000)	PNB	Plaintiff
87	801802	10/01/2012	1,100,000	PNB	Defendant No.1
88	RTGS	11/01/2012	1,100,000	PNB	Defendant No.1
89	801816	19/01/2012	1,000,000	PNB	Defendant No.1
90	801821	27/01/2012	1,000,000	PNB	Defendant No.1
91	801830	08/02/2012	265,000	PNB	Defendant No.1
92	801839	17/02/2012	31,206,360	PNB	Defendant No.1
93	RTGS	02/03/2012	400,000	PNB	Defendant No.1
94	RTGS	13/03/2012	500,000	PNB	Defendant No.1
95	RTGS	16/03/2012	400,000	PNB	Defendant No.1
96	RTGS	19/03/2012	300,000	PNB	Defendant No.1
97	RTGS	20/03/2012	400,000	PNB	Defendant No.1
98	RTGS	23/03/2012	(33,00,000)	PNB	Plaintiff
99	RTGS	27/03/2012	(2,50,00,000)	PNB	Plaintiff
100	RTGS	27/03/2012	400,000	PNB	Defendant No.1
101	RTGS	10/04/2012	300,000	PNB	Defendant No.1
102	RTGS	18/04/2012	500,000	PNB	Defendant No.1
103	RTGS	20/04/2012	1,000,000	PNB	Defendant No.1
104	RTGS	25/04/2012	500,000	PNB	Defendant No.1
105	RTGS	26/04/2012	500,000	PNB	Defendant No.1
106	RTGS	04/05/2012	500,000	PNB	Defendant No.1
107	RTGS	10/05/2012	400,000	PNB	Defendant No.1
108	RTGS	22/05/2012	300,000	PNB	Defendant No.1
109	RTGS	15/06/2012	300,000	PNB	Defendant No.1
110	RTGS	26/06/2012	400,000	PNB	Defendant No.1
111	RTGS	04/07/2012	200,000	PNB	Defendant No.1
112	RTGS	09/07/2012	300,000	PNB	Defendant No.1
113	RTGS	16/07/2012		PNB	Defendant

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			500,000		No.1
114	RTGS	24/07/2012	(20,00,000)	PNB	Plaintiff
115	RTGS	18/08/2012	(4,00,000)	PNB	Plaintiff
116	RTGS	30/08/2012	(48,00,000)	PNB	Plaintiff
117	RTGS	03/09/2012	(2,00,000)	PNB	Plaintiff
118	RTGS	14/09/2012	600,000	PNB	Defendant No.1
119	RTGS	10/10/2012	5,000,000	PNB	Defendant No.1
120	RTGS	11/10/2012	3,250,000	PNB	Defendant No.1
121	RTGS	15/10/2012	500,000	PNB	Defendant No.1
122	RTGS	22/10/2012	(45,00,000)	PNB	Plaintiff
123	RTGS	23/10/2012	(5,00,000)	PNB	Plaintiff
124	RTGS	07/11/2012	(15,00,000)	PNB	Plaintiff
125	RTGS	12/11/2012	400,000	PNB	Defendant No.1
126	RTGS	30/11/2012	(20,00,000)	PNB	Plaintiff
127	RTGS	05/12/2012	350,000	PNB	Defendant No.1
128	RTGS	10/12/2012	400,000	PNB	Defendant No.1
129	RTGS	13/12/2012	200,000	PNB	Defendant No.1
130	RTGS	31/12/2012	10,00,000	PNB	Defendant No.1
131	RTGS	03/01/2013	350,000	PNB	Defendant No.1
132	RTGS	09/01/2013	400,000	PNB	Defendant No.1
133	RTGS	11/01/2013	400,000	PNB	Defendant No.1
134	RTGS	16/01/2013	100,000	PNB	Defendant No.1
135	RTGS	22/01/2013	400,000	PNB	Defendant No.1
136	RTGS	02/02/2013	1,100,000	PNB	Defendant No.1
137	RTGS	04/02/2013	(60,50,000)	PNB	Plaintiff
138	RTGS	04/02/2013	(9,50,000)	PNB	Plaintiff
139	RTGS	07/02/2013	10,00,000	PNB	Defendant No.1
140	RTGS	11/02/2013	11,00,000	PNB	Defendant No.1

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141	164605	22/02/2013	5,00,000	CANARA BANK	Defendant No.1
142	RTGS	05/03/2013	11,50,000	PNB	Defendant No.1
143	RTGS	12/03/2013	5,50,000	PNB	Defendant No.1
144	RTGS	13/03/2013	(4,91,00,000)	PNB	Plaintiff
145	RTGS	14/03/2013	350,000	CANARA BANK	Defendant No.1
146	RTGS	16/03/2013	(950,000)	PNB	Plaintiff
147	RTGS	16/03/2013	(1,250,000)	PNB	Plaintiff
148	RTGS	18/03/2013	(4,050,000)	PNB	Plaintiff
149	RTGS	26/03/2013	(1,500,000)	PNB	Plaintiff
150	RTGS	30/03/2013	500,000	PNB	Defendant No.1
151	RTGS	04/04/2013	800,000	PNB	Defendant No.1
152	RTGS	09/04/2013	(2,500,000)	PNB	Plaintiff
153	RTGS	09/04/2013	850,000	PNB	Defendant No.1
154	RTGS	12/04/2013	(2,000,000)	PNB	Plaintiff
155	RTGS	16/04/2013	450,000	PNB	Defendant No.1
156	RTGS	18/04/2013	1,250,000	PNB	Defendant No.1
157	RTGS	23/04/2013	200,000	PNB	Defendant No.1
158	RTGS	25/04/2013	(1,000,000)	PNB	Plaintiff
159	914685	13/05/2013	(12,000,000)	PNB	Plaintiff
160	RTGS	21/05/2013	2,500,000	PNB	Defendant No.1
161	RTGS	04/06/2013	100,000	PNB	Defendant No.1
162	RTGS	11/06/2013	500,000	PNB	Defendant No.1
163	RTGS	15/06/2013	200,000	PNB	Defendant No.1
164	RTGS	17/06/2013	250,000	PNB	Defendant No.1
165	RTGS	18/06/2013	800,000	PNB	Defendant No.1
166	RTGS	18/07/2013	(2,400,000)	PNB	Plaintiff
167	RTGS	24/07/2013	(25,725,000)	PNB	Plaintiff
168	RTGS	06/09/2013		PNB	Defendant

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			250,000		No.1
169	RTGS	01/10/2013	(1,000,000)	PNB	Plaintiff
170	RTGS	04/10/2013	(1,500,000)	PNB	Plaintiff
171	RTGS	17/10/2013	950,000	PNB	Defendant No.1
172	RTGS	22/10/2013	200,000	PNB	Defendant No.1
173	RTGS	22/10/2013	100,000	PNB	Defendant No.1
174	RTGS	26/10/2013	150,000	PNB	Defendant No.1
175	RTGS	06/11/2013	1,100,000	PNB	Defendant No.1
176	RTGS	08/11/2013	(6,400,000)	PNB	Plaintiff
177	RTGS	09/11/2013	(1,000,000)	PNB	Plaintiff
178	RTGS	19/11/2013	200,000	PNB	Defendant No.1
179	RTGS	29/11/2013	(6,672,708)	PNB	Plaintiff
180	RTGS	04/12/2013	(1,273,860)	PNB	Plaintiff
181	RTGS	11/12/2013	(2,500,000)	PNB	Plaintiff
182	RTGS	17/12/2013	400,000	PNB	Defendant No.1
183	RTGS	20/12/2013	(350,000)	PNB	Plaintiff
184	RTGS	04/01/2014	150,000	CANARA BANK	Defendant No.1
185	RTGS	13/01/2014	(700,000)	PNB	Plaintiff
186	RTGS	30/01/2014	600,000	PNB	Defendant No.1
187	RTGS	06/02/2014	(3,491,431)	PNB	Plaintiff
188	RTGS	17/02/2014	650,000	PNB	Defendant No.1
189	RTGS	10/03/2014	260,000	PNB	Defendant No.1
190	RTGS	11/03/2014	(1,400,000)	PNB	Plaintiff
191	RTGS	19/03/2014	325,000	PNB	Defendant No.1
192	RTGS	27/03/2014	(600,000)	PNB	Plaintiff
193	RTGS	31/03/2014	(2,903,251)	PNB	Plaintiff
194	RTGS	11/04/2014	650,000	PNB	Defendant No.1
195	Ch. No.	19/04/2014	475,000	PNB	Defendant No.1

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196	RTGS	26/04/2014		PNB	Defendant No.1
197	RTGS	06/05/2014	150,000	PNB	Defendant No.1
198	RTGS	19/05/2014	600,000	PNB	Defendant No.1
199	RTGS	02/06/2014	320,000	PNB	Defendant No.1
200	RTGS	12/06/2014	1,000,000	PNB	Defendant No.1
201	RTGS	18/06/2014	230,000	PNB	Defendant No.1
202	RTGS	30/06/2014	400,000	PNB	Defendant No.1
203	RTGS	01/07/2014	(2,200,000)	PNB	Plaintiff
204	RTGS	02/07/2014	(1,500,000)	PNB	Plaintiff
205	RTGS	07/07/2014	(3,500,000)	PNB	Plaintiff
206	RTGS	07/07/2014	480,000	PNB	Defendant No.1
207	RTGS	08/07/2014	(980,429)	PNB	Plaintiff
208	RTGS	17/07/2014	265,000	PNB	Defendant No.1
209	RTGS	08/08/2014	2,800,000	RNB	Defendant No.1
210	RTGS	19/08/2014	1,150,000	PNB	Defendant No.1
211	RTGS	21/08/2014	800,000	PNB	Defendant No.1
212	RTGS	23/08/2014	1,200,000	PNB	Defendant No.1
213	RTGS	05/09/2014	600,000	PNB	Defendant No.1
214	RTGS	16/09/2014	1,950,000	PNB	Defendant No.1
215	RTGS	18/09/2014	(370,000)	PNB	Plaintiff
216	RTGS	07/10/2014	(4,500,000)	PNB	Plaintiff
217	RTGS	27/10/2014	130,000	PNB	Defendant No.1
218	RTGS	05/11/2014	900,000	PNB	Defendant No.1
219	RTGS	13/11/2014	75,000	PNB	Defendant No.1
220	RTGS	17/11/2014	925,000	PNB	Defendant No.1
221	RTGS	15/12/2014	500,000	PNB	Defendant No.1
222	RTGS	23/12/2014	(600,000)	PNB	Plaintiff
223	RTGS	23/12/2014	1,000,000	PNB	Defendant No.1
224	RTGS	19/01/2015		PNB	Plaintiff

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			(350,000)		
224	RTGS	19/01/2015	1,300,000	PNB	Defendant No.1
225	RTGS	31/01/2015	(360,000)	PNB	Plaintiff
226	RTGS	23/02/2015	1,000,000	PNB	Defendant No.1
227	RTGS	04/03/2015	(500,000)	PNB	Plaintiff
228	RTGS	10/03/2015	350,000	PNB	Defendant No.1
229	RTGS	17/03/2015	(630,000)	PNB	Plaintiff
230	RTGS	17/03/2015	(3,034,000)	PNB	Plaintiff
231	RTGS	18/03/2015	1,500,000	PNB	Defendant No.1
232	RTGS	20/04/2015	370,000	PNB	Defendant No.1
233	RTGS	14/05/2015	80,000	PNB	Defendant No.1
234	226164	21/05/2015	400,000	CANARA BANK	Defendant No.1
235	RTGS	27/05/2015	(400,000)	PNB	Plaintiff
236	RTGS	16/06/2015	850,000	PNB	Defendant No.1
TOTAL			11,93,90,681		
S. No.	Cheque No.	Date	Amount (Rs.)	Bank	Favoring
237	000659	23/01/2017	(119,390,681)	Cheque Deposited in Yes Bank-Pitampura, New Delhi	Plaintiff
238	000659	24/01/2017	119,390,681	Cheque dishonoured by Yes Bank-Pitampura, New Delhi	Defendant No.1
TOTAL					

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8. That the Defendant No.1 proceeded with the process of negotiations/ acquisitions of "the said Land" from the land owners for the development of the said Colony, and the Plaintiff kept on making the payments to the Defendant No.1 as and when the same were required by the Defendant No.1. That after the payment of Rs.11,93,90,681/- was made by the Plaintiff to the Defendant No.1 by

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16.06.2015, the Defendant No.1 intimated the Plaintiff that further payments were not required as the Land admeasuring 04-77-07 Hectares situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh (hereinafter referred to as "the Entire Land") had been purchased and he had already proceeded with the process of obtaining all the statutory approvals required for the Development of "the Entire Land".

9. That in August 2015, the Defendant No.1 intimated the Plaintiff that out of the aforesaid payment of Rs.11,93,90,681/- made by the Plaintiff to the Defendant No.1, the Defendant No.1 utilized a sum of Rs. 10,86,52,678/- to meet the purchase cost of "the Entire Land", and the Defendant No.1 had retained an additional sum of Rs.1,07,38,003/- for meeting with the cost of statutory approvals, fees and other expenses for development of the "said Colony" on "the Entire Land". The Defendant No.1 also apprised the Plaintiff that he has already proceeded with the process of obtaining all the required statutory approvals, and the same are expected to be received by October, 2015 and thereafter the Defendant No.1 shall immediately execute the Memorandum of Agreement with the Plaintiff in terms of the understanding arrived between the parties. The Defendant No.1 after repeated persuasions of the Plaintiff also provided copies of the following sale deeds of "the Entire Land" i.e. Land admeasuring 04-77-07 Hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh for a total sale price of Rs.10,86,52,678/-.

THE DETAILS OF LAND ADMEASURING 04-77-07 HECTARES SITUATED AT UP MOHAL KIARI/RIRKA, TEHSIL AND DISTRICT SHIMLA, HIMACHAL PRADESH WORTH Rs.10,86,52,678/- PURCHASED BY THE DEFENDANT NO.1 OUT OF THE FUNDS OF Rs.11,93,90,681/- RECEIVED BY THE PLAINTIFF FROM THE DEFENDANT NO.1 ARE AS UNDER:

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S. NO.	Name of the Purchaser	Sale Deed No	Sale Deed dt	Area in Hectares Measuring	Value of the Sale Deed
1	Sunil Kumar Sood (Defendant No.1)	324	14/Mar/11	00-44-64	10,000,000
2	Sunil Kumar Sood (Defendant No.1)	325	14/Mar/11	01-35-98	30,000,000
3	Sunil Kumar Sood (Defendant No.1)	326	14/Mar/11	00-07-67	1,700,000
4	Sunil Kumar Sood (Defendant No.1)	1095	17/Aug/11	00-78-75	14,353,000
5	Sunil Kumar Sood (Defendant No.1)	1161	29/Aug/11	00-54-99	11,500,000
6	Sunil Kumar Sood (Defendant No.1)	1613	17/Nov/11	00-35-66	10,231,700
7	Sunil Kumar Sood (Defendant No.1)	1614	17/Nov/11	00-03-90	829,100
8	Sunil Kumar Sood (Defendant No.1)	1838	26/Dec/11	00-12-80	3,231,500
9	Sunil Kumar Sood (Defendant No.1)	1839	26/Dec/11	00-19-76	5,743,000
10	Sunil Kumar Sood (Defendant No.1)	1856	26/Dec/11	00-04-66	1,176,500
11	Sunil Kumar Sood (Defendant No.1)	1857	26/Dec/11	00-09-00	2,272,000
12	Sunil Kumar Sood (Defendant No.1)	1857	26/Dec/11	00-18-91	5,937,800
13	Sunil Kumar Sood (Defendant No.1)	1558	29/Aug/13	00-43-73	9,950,000
14	Sunil Kumar Sood (Defendant No.1)	1262	26/Jul/12	00-06-62	1,728,078
				04-77-07	10,86,52,678

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That "The Entire Land admeasuring 04-77-07 Hectares situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh worth Rs.10,86,52,678/-, purchased by the Defendant No.1 from the amount of Rs.11,93,90,681/- paid by the Plaintiff to the Defendant No.1 is hereinafter referred to as the "Property". The year of

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purchase reflected in the Sale Deed i.e. the last one executed on 29.08.2013 sowed the seeds of doubt in the Plaintiff and prompted the Plaintiff to enquire qua the need for payments even after the execution of the last Sale Deed i.e. during the period between September, 2013 to 16.06.2015. However, the Defendant No.1 sought to address the concern of the Plaintiff by contending that the additional payments were required for obtaining statutory approvals etc.

10. That thereafter the Plaintiff continuously enquired from the Defendant No.1 on various occasions during November 2015 to December 2016 qua the status of Statutory Approvals and with respect to the execution of the Memorandum of Agreement with the Plaintiff for allotment / sale to the Plaintiff on "Ownership Basis", which shall be at a concessional/discounted rate of 50% of the market price at which the Defendant No.1 will first start selling the developed plots and constructed villas to the public in the open market, certain developed plots and constructed villas in the "said Colony" of the value which will be equivalent to the amount financed by the Plaintiff to the Defendant No.1. However, the Defendant No.1 for reasons best known to him chose not to furnish any satisfactory reply / answer to the Plaintiff. The conspicuous silence on the part of the Defendant No.1 caused a lot of concern to the Plaintiff.

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That finally pursuant to continuous enquires made by the Plaintiff, the Defendant No.1 met the Director of the Plaintiff Company at the Plaintiff's Office at Delhi and finally informed the Plaintiff in the first week of January, 2017 that the process of obtaining of statutory approvals has been delayed inordinately and it is not certain as to when the Defendant No.1 shall receive the statutory approvals. The Defendant No.1 ultimately acknowledged that there were uncertainties about the time lag of the Project and thus agreed to refund to the Plaintiff the amount of Rs.11,93,90,681/- paid by the Plaintiff to the Defendant No.1 without any interest to which the Plaintiff, reluctantly agreed due to the present recession in the real estate market. The Defendant No.1 accordingly during the course of the meeting with the

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Director of the Plaintiff at the Registered Office of the Plaintiff at Delhi, issued a Cheque No.000659 dated 23.1.2017 for Rs.11,93,90,681/-, drawn on Kotak Mahindra Bank Ltd., towards refund of the amount paid by the Plaintiff to the Defendant No.1 as per details mentioned in para 8 hereinabove. The act of issuing the cheque by the Defendant No.1 in favour of Plaintiff, it is stated fortifies the factum of acknowledgement of an admitted debt of Rs. 11,93,90,681/- due and payable by the Defendant No.1 to the Plaintiff.

12. That with the receipt of the aforesaid amount of Rs.11,93,90,681/-, vide Cheque No.000659 dated 23.1.2017 for Rs.11,93,90,681/-, drawn on Kotak Mahindra Bank Ltd., towards refund of the amount paid by the Plaintiff to the Defendant No.1, all the accounts between the Plaintiff and the Defendant No.1 were presumed to be fully and finally settled, and in lieu of that, Plaintiff issued to the Defendant No.1 a receipt dated 23.1.2017 in respect thereto. In the Receipt dated 23.01.2017 issued by the Plaintiff in favour of the Defendant No.1 which was categorically stated as under:-

"The above receipt shall be valid subject to encashment of the aforesaid Cheque No.000659 dated 23.01.2017 for Rs.11,93,90,681/-, drawn on Kotak Mahindra Bank Ltd., Panchkula Haryana and in favour of M/s Diamond Traexim Pvt. Ltd. and till the encashment of the aforesaid cheque M/s Diamond Traexim Pvt. Ltd. shall have a first charge/LIEN ON THE LAND WORTH Rs.10,86,52,678/-, situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh, purchased by Mr. Sunil Sood, from the amount of Rs.11,93,90,681/- paid by M/s Diamond Traexim Pvt. Ltd. to Mr. Sunil Sood."

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13. That the aforesaid Cheque No.000659 dated 23.01.2017 for Rs.11,93,90,681/- drawn on Kotak Mahindra Bank was deposited by the Plaintiff

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with its Banker, Yes Bank, 275, Rajdhani Enclave, Pitampura, Delhi-110034 on 23.01.2017 in its Bank Account No.04556190000884. However, the said Cheque No.000659 dated 23.01.2017 for Rs.11,93,90,681 when presented for clearing, to the shock and dismay of the Plaintiff, was dishonoured vide Return Memo Report (CTS Clearing) dated 24.01.2017 with the remarks, "50- Account Closed".

14. That the dishonor of the aforementioned Cheque makes it abundantly clear that the Defendant No.1 had an intent to deceit, cheat and defraud the Plaintiff as it has issued the above Cheque No.000659 dated 23.01.2017 for Rs.11,93,90,681/- despite having the express knowledge that the Defendant No.1 had closed his bank account. The Plaintiff states that the Plaintiff has a clear and undisputed claim in respect of any monetary dues admittedly due and payable by the Defendant No.1 to the Plaintiff. The Plaintiff further states that as mentioned in the Receipt dated 23.01.2017, have a first charge/lien on the land worth Rs.10,86,52,678/-, situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh, purchased by Mr. Sunil Sood (Defendant No.1 herein), from the amount of Rs.11,93,90,681/- paid by M/s Diamond Traexim Pvt. Ltd. (Plaintiff herein) to Mr. Sunil Sood." (Defendant No.1 herein),

15. That the Plaintiff was accordingly constrained to send a Legal Notice dated 29.1.2017 through its Advocate to the Defendant No.1, calling upon the Defendant No.1 to remit to the Plaintiff, the amount of Rs.11,93,90,681/- in lieu of the dishonoured Cheque No.000659 dated 23.1.2017 for Rs.11,93,90,681, drawn on Kotak Mahindra Bank Ltd., towards refund of the amount paid by the Plaintiff to the Defendant No.1 as per details mentioned in para 8 hereinabove along with interest calculated @12% per annum from the date of the cheque till the date of payment within 15 days of the receipt of the said Notice, failing which the Plaintiff had informed the Defendant No.1 that the Plaintiff shall be compelled to initiate appropriate proceedings against the Defendant No.1 as per law. The

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forementioned facts lead to a strong and un-rebuttable presumption that the Cheque in question has been issued by the Defendant No.1 for consideration in discharge of a legally enforceable debt/liability. The Legal Notice was issued within the limitation prescribed under Section 138 of the Negotiable Instruments Act, 1881 and the Plaintiff also filed a Complaint against the Defendant No.1 under the Negotiable Instrument Act, 1881 as amended from time to time. The Defendant No.1 through his Advocate, sent a very vague, false, factually incorrect and evasive Reply dated 13.2.2017 to the aforesaid Legal Notice dated 29.1.2017.

16. That thereafter the Plaintiff filed a Criminal Complaint bearing CC No.3959 of 2017 dated 10.03.2017 titled "M/s Diamond Traexim Pvt Ltd Vs. Sunil Sood", against the Defendant No.1 before the Ld. Magistrate, Rohini District Court, Delhi and after recording the evidence of the Complainant (the Plaintiff herein), the Ld. Magistrate vide its Order dated 24.08.2017 was pleased to summon the Accused (the Defendant No.1 herein) to face trial. The next date in the matter has been fixed for 22.12.2017.

17. That in view of the facts and circumstances stated hereinabove, the Plaintiff have a lien / charge on "the Entire Land" and the Plaintiff is also entitled to recovery of an amount of Rs.11, 93, 90,681/- along with pendent-lite interest @12% from the date of institution of the suit till the date of recovery. Hence the Plaintiff filed a Summary Suit titled "M/s Diamond Traexim Pvt Ltd vs. Sunil Sood", (against the Defendant No.1) under Order XXXVII CPC read with Section 2 and 12 of the Commercial Courts, Commercial Appellate Division of the High Courts Acts, 2015 before the Hon'ble Delhi High Court for recovery of amount of Rs.11,93,90,681/- alongwith pendente lite and future interest. The said Suit was numbered as CS(COMM) 518/2017 and in the said Suit the Plaintiff sought the following reliefs:-

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- (i) Relief of decree for a sum Rs.11,93,90,681/- (Rupees Eleven Crores Ninety Three Lacs Ninety Thousand Six Hundred Eighty One Only) in favour of the Plaintiff and against the Defendant No.1;
- (ii) Relief of decree awarding pendente-lite and future interest @ 12% per annum from the date of institution of the suit till its realization be passed in favour of the Plaintiff and against the Defendant No.1.
- (iii) Relief of grant cost of the proceedings in favour of the Plaintiff and against the Defendant No.1, and.
- (iv) any other of further relief(s) in favour of the Plaintiff and against the Defendant No.1 as this Hon'ble Court may deem fit and proper.

18. That alongwith the aforesaid Suit titled "M/s Diamond Traexim Pvt Ltd vs. Sunil Sood" and bearing No. CS(COMM) 518/2017, the Plaintiff filed an Application under Order 38 Rule 5 Read with Section 151 CPC with the following prayers:-

- (a) Order the attachment of "the Entire Land" i.e. the lands worth Rs.10,86,52,678/- purchased by the Defendant No.1 out of the finance of Rs.11,93,90,681/- received by the Plaintiff from the Defendant No.1 as per following Sale Deeds:-

S. NO.	Name of the Purchaser	Sale Deed No	Sale Deed Dated	Area in Hectares Measuring	Value of the Sale Deed
1	Sunil Kumar Sood (Defendant No.1)	324	14/Mar/11	00-44-64	10,000,000
2	Sunil Kumar Sood (Defendant No.1)	325	14/Mar/11	01-35-98	30,000,000
3	Sunil Kumar Sood (Defendant No.1)	326	14/Mar/11	00-07-67	1,700,000
4	Sunil Kumar Sood (Defendant No.1)	1095	17/Aug/11	00-78-75	14,353,000
5	Sunil Kumar Sood (Defendant No.1)	1161	29/Aug/11	00-54-99	11,500,000
6	Sunil Kumar Sood (Defendant No.1)	1613	17/Nov/11	00-35-66	10,231,700
7	Sunil Kumar Sood (Defendant No.1)	1614	17/Nov/11	00-03-90	829,100
8	Sunil Kumar Sood (Defendant No.1)	1838	26/Dec/11	00-12-80	3,231,500

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9	Sunil Kumar Sood (Defendant No.1)	1839	26/Dec/11	00-19-76	5,743,000
10	Sunil Kumar Sood (Defendant No.1)	1856	26/Dec/11	00-04-66	1,176,500
11	Sunil Kumar Sood (Defendant No.1)	1857	26/Dec/11	00-09-00	2,272,000
12	Sunil Kumar Sood (Defendant No.1)	1857	26/Dec/11	00-18-91	5,937,800
13	Sunil Kumar Sood (Defendant No.1)	1558	29/Aug/13	00-43-73	9,950,000
14	Sunil Kumar Sood (Defendant No.1)	1262	26/Jul/12	00-06-62	1,728,078
				04-77-07	108,652,678

- (b) Order the attachment of all other Bank Accounts of Defendant No.1.
- (c) Order the attachment of all the Furniture and Fixtures, Computer, Air-conditioners, Tables, Chairs etc. belonging to the Defendant No.1 at Property bearing House No. 143, Sector-VII Panchkula, (Haryana), ALSO AT M/s Homeland City Mall, Registered Office at: Village Kalyanpur, Sai Chakan Road, Baddi, Distt. Solan, Himachal Pradesh-173205.
- (d) Order the attachment of all Cars and Motors Vehicles belonging to the Defendant No.1
- (e) Order the attachment of all other moveable and immovable properties in the name of the Defendant No.1.
- (f) Restrain the Defendant No.1 from leaving the Country without the prior permission of this Hon'ble Court.
- (g) Pass any other/further orders as this Hon'ble Court may deem fit and proper in the interest of Justice in the light of the facts stated

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That the aforesaid Suit Titled "M/s Diamond Traexim Pvt Ltd vs. Sunil Sood" bearing No. CS(COMM) 518/2017 along with the Interim Application was listed for hearing before the Hon'ble Delhi Court on 8.8.2017, and on that date, the Hon'ble Delhi High Court was pleased to pass the following Interim Order on the Application under Order 38 Rule 5 read with Section 151 CPC (Registered as CM No. 8959 /2017):-

"I.A. 8959/2017 in CS(COMM) 518/2017

Issue notice to the Respondent No.1 by all modes including dasti, returnable for 11th October, 2017 before the Joint Registrar.

Sworn
Oath Commissioner,
H.P. High Court

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It is pertinent to mention that present summary suit has been filed under Order XXXVII CPC for recovery of Rs. 11,93,90,681/-.

It is stated in the plaint that in 2009, the Respondent No.1 approached the plaintiff and expressed its intention to acquire ten hectares of land for the purpose of development and construction activities in Himachal Pradesh and sought financial assistance from the plaintiff.

It is further stated in the plaint that believing the oral representations and assurances given by the Respondent No.1 to be true and correct, the plaintiff agreed to provide to the Respondent No.1 finance on the express condition that Respondent No.1 shall allot/sell to the plaintiff on ownership basis developed plots/constructed villas at a concessional/discounted rate of 50% of the market price subject to statutory approvals.

It is also stated in the plaint that from 26th August, 2009 to 16th August, 2015, the plaintiff paid an amount of Rs. 11,93,90,681/- to the Respondent No.1 and the said amount has been duly acknowledged by the Respondent No.1 in its balance sheet as on 31st March, 2016 under the heading Schedule-F Current Liabilities and Provisions totalling to a sum of Rs. 13,46,75,422/- due and payable towards advances received against sale of shops.

Learned counsel for plaintiff states that the plaintiff continuously enquired from the Respondent No.1 during November 2015 to December 2016 qua the status of statutory approvals. However, the Respondent No.1 for the reasons best known to him chose not to furnish any satisfactory reply to the plaintiff.

He further states that pursuant to continuous enquiries made by the plaintiff, the Respondent No.1 met the Director of the plaintiff-company in January 2017 whereby he informed that the process of obtaining statutory approvals had been inordinately delayed and agreed to refund the amount of Rs. 11,93,90,681/- paid by the plaintiff to the Respondent No.1 and also tendered a cheque in this regard. However, the same was dishonoured with remarks "account closed" pursuant to which the complaint under Section 138 of NI0020Act has already been filed by the plaintiff.

He lastly states that on 25th July, 2017, it has come to the knowledge of the plaintiff that the Respondent No.1 has contacted a property broker for the purpose of disposing of the immovable properties purchased out of the plaintiff's funds.

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Keeping in view the aforesaid, this Court is of the opinion that a prima facie case in favour of the plaintiff and balance of convenience is also in its favour. Further, irreparable harm or injury would be caused to the plaintiff if an interim injunction order is not passed.

Consequently, till further orders, the Respondent No.1s, its officers, servants and agents are restrained to selling, alienating or creating any third party right or interest in the property admeasuring 04-77-07 hectares situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh.

Let the provisions of Order 39 Rule 3 CPC be complied within a week.

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Order dasti.

MANMOHAN, J

AUGUST 08, 2017"

20. That the details of the land admeasuring 04-77-07 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh against which the aforesaid Interim Stay Order dated 8.8.2017 was passed by the Hon'ble Delhi High Court are mentioned hereunder:-

Details of Land Purchased by Mr. Sunil Sood							
Located at Up Mohal Kiari & Mohal Rirka, Tehsil and Distt. Shimla, Himachal Pradesh							
S. NO.	Sale Deed no	Sale Deed dt	Sold By	Purchased by	Sq. Mtrs Measuring	Hectares Measuring	Complete Address
1	324	14/Mar/11	Sh. Salig Ram S/o Late Shri Sunder Dass	Sunil Sood	4464	00-44-64	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
2	325	14/Mar/11	Sh. Amar Nath S/o. Late Sh. Sunder Dass	Sunil Sood	13598	01-35-98	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
3	326	14/Mar/11	Shri Dalip Singh S/o. Shri Chet Ram & Smt. Daropti Devi W/o. Late Sh. Roop Singh	Sunil Sood	767	00-07-67	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
4	1095	17/Aug/11	Sh. Salig Ram S/o. Shri Sunder Dass	Sunil	7875	00-78-75	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh & Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh

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5	1161	29/Aug/11	Shri Dalip Singh S/o. Sh. Chet Ram, Sh. Durga Dass S/o. Sh. Sunder Dass, Sh. Rakesh S/o. Late Sh. Roop Singh, Sh. Rajesh S/o. Late Sh. Roop Singh & Smt. Daropti Devi W/o. Late Sh. Roop Singh	Sunil Kumar	5499	00-54-99	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
6	1613 dt 15.11.11	17/Nov/11	Sh. Chander Pal S/o Shri Randhir Singh & Sh. Rajinder Singh S/o Shri Randhir Singh	Sunil Sood	3566	00-35-66	Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
7	1614	17/Nov/11	Sh. Dalip Singh S/o Late Sh. Chet Ram, Sh. Rajesh S/o Late Sh. Roop Singh, Smt. Neena D/o Late Sh. Roop Singh, Smt. Dropati Devi W/o Late Sh. Roop Singh & Sh. Rakesh S/o Late Sh/ Roop	Sunil Sood	390	00-03-90	Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh

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			Singh				
8	1838	26/Dec/11	Sh. Hari Nand S/o. Late Shri Siriya	Sunil	1280	00-12-80	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
9	1839	26/Dec/11	Shri Jiwa Nand S/o. Shri Devi Ram	Sunil	1976	00-19-76	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
10	1856	26/Dec/11	Smt. Sheela D/o Late Shri Thakur Dass	Sunil	466	00-04-66	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
11	1857	26/Dec/11	Sh. Sher Singh Thakur S/o Late Sh. Narain Dass, Narinder Singh S/o Late Sh. Narain Dass, Prem Singh S/o Late Sh. Narain Dass, Smt. Sheela D/o Late Sh. Narain Dass, Smt. Leela D/o Late Sh. Narain Dass, Smt. Kanta D/o Late Sh. Narain	Sunil	900	00-09-00	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh

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			Dass, Smt. Sharda D/o Late Sh. Narain Dass & Vikash Singh S/o Smt. Anita				
12	1857	26/Dec/11	Sh. Salig Ram S/o Late Shri Sunder Dass	Sunil	1891	00-18-91	Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
13	1558	29/Aug/13	Sh. Pratap Singh S/o Late Sh. Ram Saran, Sh Surinder Kumar S/o Late Sh. Ram Saran, Ravinder Singh S/o Late Shadi Ram, Mohan Singh S/o Late Shadi Ram, Shiv Singh S/o Late Shadi Ram, Jagdish Pal Singh S/o Late Shadi Ram, Kamla Nand S/o Late Shadi Ram & Kishan Singh S/o Late Shadi Ram	Sunil Sood	4373	00-43-73	Up Mohal Kiar, Theshil Shimla (R), District Shimla, Himachal Pradesh

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Oath Commissioner
H.P. High Court

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14	1262	26/Jul/12	Sh. Pratap Singh S/o Late Sh. Ram Saran, Sh Surinder Kumar S/o Late Sh. Ram Saran, Ravinder Singh S/o Late Shadi Ram, Mohan Singh S/o Late Shadi Ram, Jai Chand S/o Late Shadi Ram, Shiv Singh S/o Late Shadi Ram, Jagdish Pal Singh S/o Late Shadi Ram, Kamla Nand S/o Late Shadi Ram & Kishan Singh S/o Late Shadi Ram	Sunil Sood	662	00-6-62	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
			Grand Total		47,707	04-77-07	

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Mr. Sunil Sood (the Defendant No.1) do not own any other land, other than the Land Admeasuring 04-77-07 situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh, the details which are mentioned hereinabove.

21. That the Plaintiff have come to know on 15.09.2017 that out of "the Entire Land" i.e. the property admeasuring 04-77-07 hectares situated at UP

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Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh which is not only lis-pendence since 10.03.2017 in the criminal complaint bearing CC no.3959 of 2017 dated 10.03.2017 titled "M/s Diamond Traexim pvt ltd vs. Sunil Sood" pending before Id. Magistrate, Rohini Delhi, but is also subject matter of suit titled "M/s Diamond Traexim pvt ltd vs. Sunil sood" and bearing no. CS.(comm) 518/2017 pending before Hon'ble Delhi High Court, against which the aforesaid interim stay order dated 8.8.2017, was passed by the Hon'ble Delhi High Court), the Defendant No.1 had on 1.5.2017 under a deep rooted conspiracy hatched with the Defendant No.2 and its other Directors, fraudulently sold property admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh to one of his own Company (in which he was a Director) namely, the Defendant No.2 for a sales consideration of Rs.10,32,00,000/- as per the following 6 (Six) Sale Deeds:-

Land Sold By Mr. Sunil Sood to Nirvana Woods & Hotels P Ltd						
S. No.	Sale Deed No.	Sale Deed Dated	Sq. Mtrs Measuring	Hectares Measuring	Sale Deed Amount	Complete Address
1	650	01-05-17	2224	00-22-24	6,800,000	Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
2	651	01-05-17	3093	00-30-93	17,170,000	Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
3	652	01-05-17	2781	00-27-81	17,000,000	Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
4	653	01-05-17	531	00-05-31	1,720,000	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
5	654	01-05-17	18423	01-84-23	52,160,000	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
6	655	01-05-17	4716	00-47-16	8,350,000	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh

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22. That the present Suit for Declaration / Cancellation and for Permanent Injunction is in respect of Six fraudulent and illegal Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017, in respect of the land admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh. It is further submitted that the land admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh situated at Mohal Rirka, Tehsil and District Shimla, Himachal Pradesh which is subject matter of the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 forms part of the land admeasuring 04-77-07 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal

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That the Plaintiff submits that the Defendant No.1 have executed the above Six Sale Deeds fraudulently under a deep rooted conspiracy hatched by the Defendant No.1 alongwith the Defendant No.2 and its other Directors with the sole objective to cheat/ defraud the Plaintiff, and to avoid/defeat/ delay his admitted liability to pay the amount of Rs.11,93,90,681/- received by the Defendant No.1 from the Plaintiff for purchase of "the Entire Land" i.e. property admeasuring 04-77-07 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh (hereinafter referred to as "the Entire Land"),

24. That the aforesaid Six Sale Deeds were fraudulently executed by the Defendant No.1 because on account of the dishonour of the Cheque No.000659 dated 23.1.2017 for Rs.11,93,90,681/, drawn on Kotak Mahindra Bank Ltd., issued by the Defendant No.1 in favour of the Plaintiff, the Defendant No.1 knew fully well

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that the Plaintiff shall be approaching the Hon'ble Delhi High Court to obtain interim Orders against "the Entire Land" on which the Plaintiff had a lien / charge as categorically mentioned in the Receipt dated 23.01.2017 and therefore the Defendant No.1 fraudulently executed the above Sale Deeds to the Defendant No.2 (in which the Defendant No.1) on 1.5.2017 so as to make as infructuous the effect of any Order to be passed by the Hon'ble Delhi High Court against the Defendant No.1 restraining the Defendant No.1, its officers, servants and agents are restrained to selling, alienating or creating any third party right or interest in "the Entire Land".

25. That the deep rooted conspiracy hatched by the Defendant No.1 alongwith the Defendant No.2 and its Directors to defraud the Plaintiff is prima facie evident from the following facts which were to the knowledge of the Defendant No.1 as well as the Defendant No.2 and its Directors at the time of execution of the aforesaid Sale Deeds on 1.5.2017:-

- (i) That the Plaintiff made a payment of Rs.11,93,90,681/- to the Defendant No.1 for purchase of "the Entire Land" as per the details mentioned in the above noted Suit, and the Plaintiff had a charge / lien on "the Entire Land", and it is out of "the Entire Land" that land admeasuring 03-15-49 hectares situated at UP Mohal Kiar/Rirka, Tehsil and District Shimla, Himachal Pradesh, have been sold under the above 6 (Six) Sale Deeds by the Defendant No.1 to the Defendant No.2 on 1.5.2017, and the subject matter of this Suit is the cancellation of the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017, in respect of the Land Admeasuring 03-15-

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49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh.

- (ii) That out of the aforesaid payment of Rs.11,93,90,681/- made by the Plaintiff to the Defendant No.1, the Defendant No.1 utilized a sum of Rs. 10,86,52,678/- to meet the purchase cost of "the Entire Land", and the Defendant No.1 had retained an additional sum of Rs.1,07,38,003/- for meeting with the cost of statutory approvals, fees and other expenses for development of a "said Colony" on "the Entire Land". The Plaintiff therefore has a charge/lien on "the Entire Land".
- (iii) That as against the payment of Rs.11,93,90,681/- made by the Plaintiff to the Defendant No.1, the Defendant No.1 agreed to allot/sell to the Plaintiff on "Ownership Basis", which shall be at a concessional/discounted rate of 50% of the market price at which the Defendant No.1 will first start selling the developed plots and constructed villas on "the Entire Land" to the public in the open market, certain developed plots and constructed villas on "the Entire Land" of the value which will be equivalent to the amount of Rs.11,93,90,681/- financed by the Plaintiff to the Defendant No.1.
- (iv) That in view of the uncertainties in obtaining the approval to the Project on "the Entire Land", and due to the delay in the coming up of the Project, the Defendant No.1 agreed to refund to the Plaintiff the amount of Rs.11, 93, 90, 681/- paid by the Plaintiff to the Defendant No.1 without any interest to which the Plaintiff, reluctantly agreed due to the present recession in the real estate market.
- (v) That the Defendant No.1 accordingly issued a Cheque No.000659 dated 23.1.2017 for Rs.11,93,90,681/, drawn on Kotak Mahindra Bank Ltd., towards refund of the amount paid by the Plaintiff to the

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Defendant No.1 and in lieu of that, the Plaintiff issued to the Defendant No.1 a Receipt dated 23.1.2017 in respect thereto. In the Receipt dated 23.01.2017 issued by the Plaintiff in favour of the Defendant No.1 which has categorically stated as under:-

"The above receipt shall be valid subject to encashment of the aforesaid Cheque No.000659 dated 23.01.2017 for Rs.11,93,90,681/-, drawn on Kotak Mahindra Bank Ltd., Panchkula Haryana and in favour of M/s Diamond Traexim Pvt. Ltd. and till the encashment of the aforesaid cheque M/s Diamond Traexim Pvt. Ltd. shall have a first charge/lien on the land worth Rs.10,86,52,678/-, situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh, purchased by Mr. Sunil Sood, from the amount of Rs.11,93,90,681/- paid by M/s Diamond Traexim Pvt. Ltd. to Mr. Sunil Sood."

- (vi) That the aforesaid Cheque No.000659 dated 23.01.2017 for Rs.11,93,90,681 when presented for clearing, to the shock and dismay of the Plaintiff, was dishonoured vide Return Memo Report (CTS Clearing) dated 24.01.2017 with the remarks, "50- Account Closed".
- (vii) That the Plaintiff was accordingly constrained to send a Legal Notice dated 29.1.2017 through its Advocate to the Defendant No.1, calling upon the Defendant No.1 to remit to the Plaintiff, the amount of Rs.11,93,90,681/- in lieu of the dishonoured Cheque No.000659 dated 23.1.2017 for Rs.11,93,90,681, drawn on Kotak Mahindra Bank Ltd. alongwith interest calculated @12% per annum from the date of the cheque till the date of payment within 15 days of the receipt of the said Notice. The Defendant No.1 through his

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Advocate, sent a very vague, false, factually incorrect and evasive reply dated 13.2.2017 to the aforesaid Legal Notice dated 29.1.2017.

(viii) That thereafter on 10.03.2017, the Plaintiff filed a Criminal Complaint No.3959 of 2017 dated 10.3.2017 against the Defendant No.1 under Section 138 of the Negotiable Instrument Act. before the Court of Learned Metropolitan Magistrate, Rohini Courts, Delhi which has vide order dated 24.08.2017 summoned the Defendant No.1.

(ix) That the Plaintiff has a charge / lien on "the Entire Land" till the amount of Rs.11,93,90,681, drawn on Kotak Mahindra Bank Ltd. alongwith interest calculated @12% per annum from the date of the cheque till the date of payment is paid by the Defendant No.1 to the Plaintiff This is categorically stated in the Receipt dated 23.01.2017 issued by the Plaintiff in favour of the Defendant No.1 which has categorically stated as under:-

"The above receipt shall be valid subject to encashment of the aforesaid Cheque No.000659 dated 23.01.2017 for Rs.11,93,90,681/-, drawn on Kotak Mahindra Bank Ltd., Panchkula Haryana and in favour of M/s Diamond Traexim Pvt. Ltd. and till the encashment of the aforesaid cheque M/s Diamond Traexim Pvt. Ltd. shall have a first charge/lien on the land worth Rs.10,86,52,678/-, situated at UP Mohal Kiari, Tehsil and District Shimla, Himachal Pradesh, purchased by Mr. Sunil Sood, from the amount of Rs.11,93,90,681/- paid by M/s Diamond Traexim Pvt. Ltd. to Mr. Sunil Sood."

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It is submitted that despite the fact that the Plaintiff has a charge/lien on "the Entire Land" admeasuring 04-77-07 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh, (which includes the Land Admeasuring 00-22-24 Hectares (2224 sq.mtrs.) situated at Mohal Rirka, Tehsil and District Shimla, Himachal Pradesh, the Defendant No.1 hasvide Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017, sold the land admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh, to the Defendant No.2 by making following false and fraudulent representations/ statement in para 6 of the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017.

"That the SELLER hereby further declares that the land hereby sold is free from all encumbrances, lien, charge, mortgage, lease, court or other attachments, lis-pendencies, acquisition and requisition proceedings, minor's claims or any other adverse proceedings or claims from third parties, which are in any way detrimental to the interest of the PURCHASER"

It is submitted that in view of the aforesaid false and fraudulent declaration / representation/ statement in para 6 of the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 by the Defendant No.1, the said Sale Deeds are fraudulent, illegal, voidable and void

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abinitio. Hence the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh are liable to be declared as fraudulent, illegal, voidable and void abinitio and hence the same are liable to be cancelled.

It is further submitted that even in the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh (except in the Preamble Para), there is no mention in the operating part of the Sale Deed about the mode of payment of sale consideration having been paid by the Defendant No.2 to the Defendant No.1. It appears that the said Sale Deed has been executed under a deep rooted conspiracy hatched by the Defendant No.1 & the Defendant No.2 in connivance with each other with the only objective to defraud and cheat the Plaintiff. The Preamble Para in the Sale Deeds only states that "the PURCHASER has already paid the entire sale consideration to the SELLER and the SELLER has received full and final payment from the PURCHASER and the Seller hereby acknowledges the receipt of the sale". There is no mention about the mode of payment of the respective amount of sale consideration

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under the said Sale Deed and this only leads to the irresistible conclusion that no consideration was paid by the Defendant No.2 to the Defendant No.1 and hence even on this ground the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh are null and void in the eyes of law. Hence the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh are liable to be declared as fraudulent, illegal, voidable and void abinitio and hence the same are liable to be cancelled.

- (x) That the Defendant No.1 being fully aware of the aforesaid facts had under a deep rooted conspiracy hatched with the Defendant No.2 and its Directors, fraudulently sold property admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh to the Defendant No.2 on 1.5.2017 for a sales consideration of Rs.10,32,00,000/- vide 6 separate Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017, which are subject matter of

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this Suit. The Defendant No.1 himself was a Director of the Defendant No.2.

(xi) That the Defendant No.1 was the Director of the Defendant No 2 from 18.09.2016 and as a part of the deep rooted conspiracy the Defendant No.1 first sold the land admeasuring 03-15-49 hectares situated at UP Mohal Kiani/Rirka, Tehsil and District Shimla, Himachal Pradesh to the Defendant No.2 on 1.5.2017, vide 6 separate Sale Deeds mentioned hereinabove bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017, and on which the Plaintiff has first charge/lien, and thereafter the Plaintiff on 18.05.2017 resigned as the Director the Defendant No.2 with the only objective to delay the imminent decree that would have been passed against the Defendant No.1 pursuant to the dishonor of the Cheque No.000659 dated 23.1.2017 for Rs.11,93,90,681/, drawn on Kotak Mahindra Bank Ltd issued by the Defendant No.1 in discharge of the legally enforceable debt.

(xii) That the Managing Director of the Defendant No.2 is one Mr. Pankaj Gupta who is hand in glove with the Defendant No.1. The Defendant No.2 Company is an alter ego of the Defendant No.1 wherein the Defendant No.1 has also been a director. It is relevant to state that Mr. Sunil Sood, the Defendant No.1, and Mr. Pankaj Gupta (who is also Director of the Defendant No.2, have been Partners / Directors of various companies as per details given hereunder:-

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NAME	Designation & DIN	AHR CITY PROJECT PRIVATE LIMITED		NIRVANA WOODS & HOTELS PRIVATE LIMITED		HOMELAND BUILDWELL PRIVATE LIMITED	
		From	To	From	To	From	To

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SUNIL SOOD	Director 01191059	25.11.2011	Continued	12.09.2016	18.05.2017	12.02.2007	20.10.2012
PANKAJ GUPTA	Director 00784033 & 03028342	22.01.2009	Continued	19.06.2015	Continued	10.11.2005	20.10.2012

It is therefore also *prima facie* evident that the Defendant No.2 is an alter ego and/or agent of the Defendant No.1 who has colluded with the Defendant No.1 to avoid the imminent decree that may be passed against the Defendant No.1 for his failure to discharge the legally enforceable debt.

26. That the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh, are also liable to be declared as null and void in view of the specific provision of Section 53 of the Transfer of Property Act, which deals with **Fraudulent Transfer of Immovable Property**

That in view of the facts stated herein above (including the fact that there is an admitted liability of Rs.11,93,90,681/- payable by the Respondent No.1 to the Appellant read with the Stay Order dated 8.8.2017 of the Hon'ble Delhi High Court read with the fact the Respondent No.1 is the Director of Respondent No.2), it is *prima facie* evident beyond any doubt that the **Six Sale Deeds** bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh are executed by the Respondent No.1 with an intent to defeat or delay the payment of Rs.11,93,90,681/- payable by the Respondent No.1 to the Appellant (who is the Sundry Creditor of the Respondent No.1), hence the said Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed

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By: [Signature]

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No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiar/Rirka, Tehsil and District Shimla, Himachal Pradesh, are voidable and are thus liable to be declared as null and void. It is also evident that the aforesaid Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiar/Rirka, Tehsil and District Shimla, Himachal Pradesh, are not executed by the Defendant No.1 in good faith and the same are ex-facie without consideration as the Defendant No.1 was himself the Director of DefendantNo.2. Therefore, the Defendant No.1 Company was fully aware of the fact along with the Defendant No.1 that the Plaintiff is the Sundry Creditor of the Defendant No.1 for an amount of Rs.11,93,90,681/-. Hence on this short score also the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiar/Rirka, Tehsil and District Shimla, Himachal Pradesh, are null and void/ voidable in the eyes of law and are liable to be declared as such..

27. That from the facts stated in Para 25 (i) to (xi) and averments made in Para 26 hereinabove, it is prima facie evident that the Defendant No.1 have executed the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiar/Rirka, Tehsil and District Shimla, Himachal Pradesh, fraudulently under a deep rooted conspiracy hatched by the Defendant No.1 alongwith the Defendant No.2 and its Directors with the sole objective to cheat/ defraud the Plaintiff, and to avoid his admitted liability to pay the amount of Rs.11,93,90,681/- received by the Defendant No.1 from the Plaintiff for purchase of "the Entire Land". The said Sale

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Deeds were fraudulently executed by the Defendant No.1 on 1.5.2017, because on account of the dishonour of the Cheque No.000659 dated 23.1.2017 for Rs.11,93,90,681/- drawn on Kotak Mahindra Bank Ltd., issued by the Defendant No.1 in favour of the Plaintiff, the Defendant No.1 was well aware that the Plaintiff shall be approaching the Hon'ble Delhi High Court to obtain Interim Orders against "the Entire Land" on which the Plaintiff had a lien / charge, and therefore the Defendant No.1 fraudulently executed the above Sale Deeds so as to make INFRUCTUOUS the effect of any Order to be passed by the Hon'ble Delhi High Court against the Defendant No.1 restraining the Defendant No.1, its officers, servants and agents are restrained to selling, alienating or creating any third party right or interest in "the Entire Land". The Plaintiff came to know on 18.09.2017 that Defendant No.1 has by misleading / hoodwinking the Revenue Department got the mutation in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh, forming part of the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 sanctioned/ attested/ done in favour of the Defendant No.2 vide Mutation Order dated 12.05.2017 without even making the payment of outstanding dues of about Rs.7,00,0000/- to the Revenue Department. The Plaintiff has already filed Six separate Appeals bearing Nos.32-VIII-17, 33-VIII-17, 34-VIII-17, 35-VIII-17, 36-VIII-17 and 37-VIII-17, for cancellation of the Mutation Orders dated 12.05.2017, in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh forming part of the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 which are subject matter of this Suit, before the Collector of Sub Division (Rural) Shimla, Himachal Pradesh. It is submitted that the Collector of Sub Division (Rural) Shimla, Himachal Pradesh has vide 6 separate Orders dated 16.10.2017 Stayed the operation of all the Six Mutation Orders dated 12.05.2017 in respect of Mutation

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Sworn
 Oath Commissioner,
 H. P. High Court

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No.261 dated 12.05.2017, Mutation No.262 dated 12.05.2017, Mutation No.263 dated 12.05.2017, Mutation No.440 dated 12.05.2017, Mutation No.441 dated 12.05.2017 and Mutation No.442 dated 12.05.2017, in respect of Mutation of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh forming part of the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 which are subject matter of this Suit.

28. The Plaintiff has recently learnt on 22.09.2017 that the Defendants are collusively negotiating the sale of the whole / part of the Land Admeasuring 04-77-07 Hectares situated at Up Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh qua which an interim order dated 08.08.2017 has been passed by the Hon'ble Delhi High Court AND qua which the Collector of Sub Division (Rural) Shimla, Himachal Pradesh has vide 6 separate Orders dated 16.10.2017 Stayed the operation of all the Six Mutation Orders dated 12.05.2017 in respect of Mutation No.261 dated 12.05.2017, Mutation No.262 dated 12.05.2017, Mutation No.263 dated 12.05.2017, Mutation No.440 dated 12.05.2017, Mutation No.441 dated 12.05.2017 and Mutation No.442 dated 12.05.2017. That in case the Defendants succeed in their ill and nefarious design of selling the whole or part of Land Admeasuring 04-77-07 Hectares situated at Up Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh which includes Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh forming part of the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 which are subject matter of this Suit, to any third party / parties, it will cause irreparable loss and injury to the Plaintiff which cannot be compensated in terms of money.

29. That it is settled law that the Civil and Criminal proceedings can go together and since the Plaintiff became a victim of misrepresentations, criminal conspiracy,

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Commissioner,
High Court

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HIGH COURT OF HIMACHAL PRADESH

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420, cheating, fraud, criminal breach of trust, misappropriation of money and forgery etc. committed by the Defendant No.1, Defendant No.2 and Directors of Defendant No.2 with the Plaintiff, therefore the Plaintiff also availed criminal remedy available in accordance with law, and accordingly the Plaintiff filed a Criminal Complaint vide Letter dated 07.10.2016 before Deputy Commissioner of Police, EOW Mandir Marg, New Delhi for registration of FIR against the Defendants under Section 420/406/409/415/ 468/471/34/120B IPC. The Plaintiff have also filed a Criminal Complaint Bearing Complaint Case No.13182 / 2017 dated 31.10.2017 titled "Diamond Traexim Pvt. Ltd. Vs. Sunil Sood and Others" against the Defendant No.1, Defendant No.2 and Directors of Defendant No.2, before the Chief Metro Politian Magistrate, District Courts, Rohini under Section 200 read with Section 156(3) CR.P.C. for the offences under Sections 420/406/409/415/468/471/34/120B of Indian Penal Code committed by the Defendant No.1, Defendant No.2 and Directors of Defendant No.2 in connivance and criminal conspiracy with each other, and the said Criminal Complaint is pending adjudication.

30. That the aforementioned facts and circumstances signify that the Land 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh by the act of the parties more specifically Plaintiff and Defendant No.1 is said to have created a charge on the said land. The transfer of the land in question has been made by the Defendant No.1 with the intent to defeat or delay the creditors of the Defendant No.1 i.e. the Plaintiff and the same is voidable at the option the Plaintiff whose interests have been sought to be defeated or delayed. The aforementioned facts also substantiate that the purported transfer of the land to the Defendant No.2 is neither in good faith nor for the alleged consideration

mentioned in the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017.

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Dated 1.5.2017.

31. The Plaintiff is constrained to file the present Suit seeking a decree of declaration in favour of the Plaintiff and against the Defendant No.1 and Defendant

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HIGH COURT OF HIMACHAL PRADESH

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No.2 that the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh which are subject matter of this Suit, are fraudulent, illegal, voidable and void abinitio and hence the same are liable to be cancelled. The Plaintiff is also entitled to a Decree of Permanent injunction in favour of the Plaintiff and against the Defendant No.1 and Defendant No.2 and their Directors, Officers, Employees, Associates, Agents and everyone claiming under and on behalf of them, thereby restraining them from selling, alienating or creating any third party right or interest in the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh forming part of the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 which are subject matter of this Suit. The Plaintiff is also entitled to a further decree of permanent injunction in favour of the Plaintiff and against the Defendant No.1 and Defendant No.2 and their Directors, Officers, Employees, Associates, Agents and everyone claiming under and on behalf of them, thereby restraining them from relying / acting / proceeding and /or doing any act, deed, thing in any manner, whatsoever, on the basis of the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh which are subject matter of this Suit and/or in respect of all the matters concerning the said Six Sale Deeds,

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32. The cause of action firstly accrued in favour of the plaintiff on 24.01.2017 when the cheque dated 23.01.2017 amounting to Rs. 11,93,90, 681/- was returned unpaid to the plaintiff, which the defendant No. 1 had issued in favour of the plaintiff

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in order to make the full and final settlement of the account. The cause of action further accrued in favour of the plaintiff to file the present Suit on 15.09.2017 when the Plaintiff learnt that out of the "the Entire Land" i.e. the property admeasuring 04-77-07 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh the Defendant No.1 had on 1.5.2017 under a deep rooted conspiracy hatched with the Defendant No.2 and its other Directors, fraudulently sold property admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh to one of his own Company (in which he was a Director) namely, the Defendant No.2 for a sale consideration of Rs.10,32,00,000/- as per the 6 (Six) Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh which are subject matter of this Suit, The cause of action further arose on 18.09.2017 when the Plaintiff also learnt that Defendant No.1 has by misleading / hoodwinking the Revenue Department got the mutation of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh forming part of the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017, which are subject matter of this Suit, sanctioned/ attested/ done in favour of the Defendant No.2 without even making the payment of outstanding dues of about Rs.70,00,000/- to the Revenue Department. The cause of action further arose on 22.09.2017 when the Plaintiff further learnt that the Defendants are negotiating the sale of the whole / part of the Land Admeasuring 04-77-07 Hectares situated at Up Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh creation of third party rights of which has been restrained by the Hon'ble High Court of Delhi vide Order dated 8.8.2017. The cause of action further arose on 12.10.2017, when the Collector of Sub Division (Rural) Shimla, Himachal Pradesh has vide 6 separate Orders dated 16.10.2017 Stayed

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the operation of all the Six Mutation Orders dated 12.05.2017 in respect of Mutation No.261 dated 12.05.2017, Mutation No.262 dated 12.05.2017, Mutation No.263 dated 12.05.2017, Mutation No.440 dated 12.05.2017, Mutation No.441 dated 12.05.2017 and Mutation No.442 dated 12.05.2017. The cause of action is still subsisting and continuing.

33. That the Plaintiff submits that there does not exist any collusion between the Plaintiff and the Defendants in filing the present Suit.

34. That the Suit has been filed within time and is not barred by the Limitation Act.

35. The Plaintiff has not filed any other Suit and/or any other legal proceedings before any court of the law in respect of the present cause of action.

36. That the 6 (Six) Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiani/Rirka, Tehsil and District Shimla, Himachal Pradesh which are subject matter of this Suit, are situated within the territorial jurisdiction of this Hon'ble Court, and hence this Hon'ble Court has the Jurisdiction to entertain and adjudicate the present Suit.

37. The Plaintiff reserves its rights and crave liberty of this Hon'ble Court to refer to and rely upon and file all the documents filed alongwith the present Suit and the Plaintiff crave leave of this Hon'ble Court to file such other additional documents as and when required in the interest of Justice.

38. The value of the Six Sale Deeds for which Decree of Declaration and the consequential relief of Permanent Injunction is being sought is Rs.10,32,00,000/- on which the Plaintiff has paid the adequate Court Fee of Rs.10,32,000/- for filing the above Suit.

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PRAYER

In view of what has been stated hereinabove, this Hon'ble Court may kindly be pleased to:-

- (a) Pass a Decree of Declaration in favour of the Plaintiff and against the Defendants declaring the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh which are subject matter of this Suit, are fraudulent, illegal, voidable and void abinitio .
- (b) Pass a Decree of Permanent injunction in favour of the Plaintiff and against the Defendant No.1 and Defendant No.2 and their Directors, Officers, Employees, Associates, Agents and everyone claiming under and on behalf of them, thereby restraining them from selling, alienating or creating any third party right or interest in the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh forming part of the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017.
- (c) Pass a Decree of Permanent injunction in favour of the Plaintiff and against the Defendant No.1 and Defendant No.2 and their Directors, Officers, Employees, Associates, Agents and everyone claiming under and on behalf of them, thereby restraining them from relying / acting / proceeding and /or doing any act, deed, thing in any manner, whatsoever, on the basis of the said Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017 in respect of the Land Admeasuring 03-15-49 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh and/or in respect of all the matters concerning the said Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed

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HIGH COURT OF HIMACHAL PRADESH

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No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017.

- (d) Pass a Decree in favour of the Plaintiff by creating Lien / Charge over the entire suit land.
- (e) Award the Cost of the Suit in favour of the Plaintiff and against the Defendant No.1 and Defendant No.2.
- (f) Pass any other or further Orders as this Hon'ble Court may deem fit and proper in the given circumstances of the case in the interest of Justice.

For M/s Diamond Traexim Pvt. Ltd.
[Signature]
(Authorised Representative)
Plaintiff

Through

[Signatures]
ATUL G. SOOD & KARTIK KUMAR
ADVOCATES FOR THE PLAINTIFF

Shimla
01-12-2017

VERIFICATION:

I, the Authorized Representative of the Plaintiff do hereby verify that the contents of paras 1 to 26 are true to my knowledge based on the records of the Plaintiff kept and maintained in its ordinary course of business and made available to me; the contents of Para No.27 to 36 are legal submissions made on the information received and believed to be true. Last para is the prayer to this Hon'ble Court. That no part of it is false and nothing material has been concealed therefrom.

Verified at New Delhi on this 1st day of December, 2017.

For M/s Diamond Traexim Pvt. Ltd.
[Signature]
(Authorised Representative)
Plaintiff

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06 DEC 2017
Reader to Registrar

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[Signature]
SECTION OFFICER (Judicial)
HIGH COURT OF HIMACHAL PRADESH

Joint Commissioner,
I.P. High Court

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BEFORE THE HON'BLE HIGH COURT OF HIMACHAL PRADESH
AT SHIMLA

CIVIL SUIT NO. _____ of 2017

IN THE MATTER OF:

M/s Diamond Traexim Pvt. Ltd.

.....Plaintiff

Versus

Shri Sunil Kumar Sood and Another

.....Defendants

AFFIDAVIT

I, Vijay Kumar, S/o Shri Rawat Singh, aged about 46 years, the Authorised Representative on behalf of M/s Diamond Traexim Pvt. Ltd. having its registered office at House No.302, Plot No.12, Sector-9, Varun Apartments, Rohini, Delhi-110085, do hereby solemnly affirm and state as under:-

1. That I am the Authorised Representative of the Plaintiff Company and have been duly authorised by Board Resolution dated 05.06.2017 in the above noted Suit and conversant with the facts of the case & hence competent to affirm this affidavit.
2. That I am sufficiently conversant with the facts of the case and have also examined all relevant documents and records in relation thereto.
3. I say that the statements made in paras 1 to 26 are true to my knowledge and statements made in para 27 to 38 are based on legal advice and the prayer from para (a) to para (f) of the suit.
4. I say that there is no false statement of any material fact, document or record and I have included information that is according to me, relevant for the present Petition.
5. I say that the List of Documents hereto are photocopies of the documents referred to and relied upon by the Plaintiff.
6. That I the above named deponent do further swear and verify that the content of my above affidavit is true and correct, no part of it is false and nothing relevant material has been concealed there from.

Verified at Shimla as such on this the 1ST Day of December, 2017

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06 DEC 2017
Reader to Registrar

Vijay Kumar
DEPONENT
All Cuttings and Collections are Attested by me
Rao 8-12-17

[Signature]
Oath Commission
All Cuttings and Collections are Attested by me
[Signature] 1-12-17
Oath Commission

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SECTION OFFICER (Judicial)
HIGH COURT OF HIMACHAL PRADESH

Identified By

Oath Commission
H.P. High Court

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Oath Commission
1-12-17

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IN THE HON'BLE HIGH COURT OF HIMACHAL PRADESH AT SHIMLA
CIVIL SUIT NO _____ of 2018
Ames: P 8
COMS 23/2018
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FOR GENERAL USE
Section Officer
HIGH COURT OF HIMACHAL PRADESH
DATED: 11/9/19

IN THE MATTER OF:-
Shri Sunil Kumar Sood
Sote Proprietor
M/s Homeland City Mall
House No. 143, Sector-7,
Panchkula, (Haryana)

...Plaintiff.

VERSUS

1. M/s Nirvana Woods & Hotels Pvt. Ltd.
a Company Registered under
Sub Section (2) of Section 7
of the Companies Act 2013 &
having its Registered Office at
House No. 335, Advocate Enclave,
Sector-49-A, Chandigarh,

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10th 2018
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Through its Director Mr. Pankaj Gupta
2. Mr. Pankaj Gupta ^{Sp. & Authorized Gupta.}
Director
M/s Nirvana Woods & Hotels Pvt. Ltd.
House No. 86, Sector 12
Panchkula -134112

... Defendants.

Certified copy of Pleint + written statements

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HIGH COURT OF HIMACHAL PRADESH

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IN THE HON'BLE HIGH COURT OF HIMACHAL PRADESH AT SHIMLA

Case 23/2018

CIVIL SUIT NO _____ of 2018

IN THE MATTER OF:-

Shri Sunil Kumar Sood

Sole Proprietor

M/s Homeland City Mall

House No. 143, Sector-7,

Panchkula, (Haryana)

...Plaintiff.

VERSUS

1. M/s Nirvana Woods & Hotels Pvt. Ltd.

a Company Registered under

Sub Section (2) of Section 7

of the Companies Act 2013 &

having its Registered Office at

House No. 335, Advocate Enclave,

Sector-49-A, Chandigarh,

Through its Director Mr. Pankaj Gupta

2. Mr. Pankaj Gupta *vs. Pankaj Gupta.*

Director

M/s Nirvana Woods & Hotels Pvt. Ltd.

House No. 86, Sector 12

Panchkula -134112

... Defendants.

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Reader to Registrar

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SECTION OFFICER (Judicial)
HIGH COURT OF HIMACHAL PRADESH

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PLAINT UNDER SECTION 26 READ WITH ORDER 7 RULE 1 OF THE CODE OF CIVIL PROCEDURE AND SECTION 34 OF THE SPECIFIC RELIEF ACT FOR DECLARATION / CANCELLATION OF SIX SALE DEEDS (BEARING SALE DEED NO.650, SALE DEED NO.651, SALE DEED NO.652, SALE DEED NO.653, SALE DEED NO.654, AND SALE DEED NO.655 ALL DATED 1.5.2017) IN RESPECT OF THE LAND ADMEASURING 03-17-68 HECTARES SITUATED AT UP MOHAL KIARI/RIRKA, TEHSIL AND DISTRICT SHIMLA, HIMACHAL PRADESH (HEREINAFTER REFERRED TO AS THE "SUIT LAND") AND FOR PERMANENT INJUNCTION.

.....Plaintiff

Through Counsels

(Shweta Joolka & Rakesh K. Sharma)
 (Shweta Joolka & Rakesh K. Sharma)

Advocate.

Place: Shimla
Date:

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 22 JUN 2018
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 HIGH COURT OF HIMACHAL PRADESH

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MAY IT PLEASE YOUR LORDSHIP:

1. That the Plaintiff is a Himachali Agriculturist, and at present residing at House No. 143, Sector-7, Panchkula, (Haryana). The Plaintiff is engaged in the business of real estate construction and development. The Plaintiff has developed and constructed one of the most prestigious Multistoried Shopping Mall at Baddi, District Solan (H.P.) which is housing many famous Shopping brands including Big Bazar. In the said Homeland City Mall, the Plaintiff also constructed 79 Rooms Deluxe Hotel which was sold by the Plaintiff to a Company known as AHR City Projects Pvt. Ltd. The Defendant No.2 Mr. Pankaj Gupta is the Director of the said Company AHR City Projects Pvt. Ltd. The Plaintiff was also the Director of the said Company M/s AHR City Projects Pvt. Ltd., and on account of mismanagement and fraudulent activities being carried out by the Defendant No.2 Mr. Pankaj Gupta, in the said company M/s AHR City Projects Pvt. Ltd., the Plaintiff resigned as a Director of M/s AHR City Projects Pvt. Ltd. w.e.f. 6.4.2018.

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 14 JUN 2018
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2. That the Defendant No.1 is a closely held Private Limited Company of the Defendant No.2 having its registered office at House No. 335, Advocate Enclave, Sector-49-A, Chandigarh, and the Defendant No.1 is represented by its Director Mr. Pankaj Gupta. The Defendant No.1 is under the command of and is being managed and controlled by the Defendant No.2. Mr. Pankaj Gupta.

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 MTS COMMISSIONER

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 SECTION OFFICER (Judicial)
 HIGH COURT OF HIMACHAL PRADESH

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3. That the Defendant No.2, (Director of the Defendant No.1) have been closely associated with the Plaintiff as the Defendant No.2 purchased various properties in the Home Land City Mall developed by the Plaintiff and Homeland Buildwell Pvt. Ltd. at Baddi. The Defendant No.2 also purchased 79 Rooms Delux Hotel from the Plaintiff in the Home Land City Mall in the name of the Company M/s AHR City Projects Pvt. Ltd. in which 49.78% Shareholding is held by the Defendant No.2, and balance 50.22% of the shareholding in the said company AHR City Projects Pvt. Ltd. is held by one Mr. Hemant Jindal and his family members and his Associate Companies. The defendant no. 2 also shareholder and director of the company M/s Homeland Buildwell Pvt. Ltd., a company controlled by Mr. Hemant Jindal.

4. That in year 2009, the Plaintiff had approached a company known as M/s Diamond Traexim Pvt. Ltd. having its registered office at House No.302, Plot No.12, Sector-9, Vasth Apartments, Rohini, Delhi-110085 (hereinafter referred to as the "Diamond") represented by its Director Mr. Hemant Jindal and the Plaintiff expressed his intention to acquire about 10 Hectare (approx. 25 Acres) of land for an estimated price of Rs.25,00,00,000/- for the purpose of development and construction activities in the State of Himachal Pradesh, and in order to achieve the said purpose, the Plaintiff requested "Diamond" for seeking financial

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HIGH COURT OF HIMACHAL PRADESH

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assistance for acquiring about 10 Hectare (approx. 25 Acres) of land for the purpose of development of a colony by constructing Apartments and villas on the developed plots, and also for construction of a 5 Star Hotel at UP Mohal Kiari/ Rirka, Tehsil and District Shimla, Himachal Pradesh (hereinafter referred to as "**The said Land**").

5. That the Plaintiff assured "Diamond" that in lieu of amount financed by "Diamond", the Plaintiff shall within 6 months of obtaining all the statutory approvals required for the development of the "said Colony" on "**the said Land**", enter into a Memorandum of Agreement with "Diamond" mentioning the terms and conditions for the allotment and sale to "Diamond" on "Ownership Basis", (which shall be at a concessional/discounted rate of 50% of the market price at which the Plaintiff will first start selling the to be constructed Apartments and to be constructed villas to the public in the open market), certain to be constructed Apartments and to be constructed villas in the said Colony of the value which will be equivalent to the amount of Loan given by "Diamond" to the Plaintiff.

6. That the Plaintiff further agreed with "Diamond" that the amount advances by Diamond to the Plaintiff, "Diamond" shall have a first charge / lien on "**the said Land**" as and when acquired by the Plaintiff from the amount financed by "Diamond".

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SECTION OFFICER (Judicial)
HIGH COURT OF HIMACHAL PRADESH

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7. That with the aforesaid oral agreements/ arrangements/ understanding and keeping in view the past experience and dealings with the Plaintiff, "Diamond" had during the period between 26.08.2009 to 16.06.2015, paid to the Plaintiff an amount of Rs.11,93,90,681/- for the purpose of development of colony. It is stated that whenever any excess payment (over and above what was required) was received by the Plaintiff from "Diamond", the same was duly returned by the Plaintiff to "Diamond" and in nutshell finally a net amount of Rs.11,93,90,681/- was received by the Plaintiff from "Diamond".

A Statement showing the amount advanced by Diamond to the Plaintiff is filed herewith the list of documents.

8. That thereafter, the Plaintiff proceeded with the process of negotiations/ acquisitions of **"the said Land"** from the land owners for the development of the said Colony, and from the said amount of Rs.11,93,90,681/- received by the Plaintiff from "Diamond", the Plaintiff purchased Land admeasuring 04-77-07 Hectares situated at UP Mohal Kiari/ Rirka, Tehsil and District Shimla, Himachal Pradesh (hereinafter referred to as **"the Entire Land"**) for development of colony and thereafter the Plaintiff proceeded with the process of obtaining all the statutory approvals required for the Development of **"the Entire Land"**.

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SECTION OFFICER (Judicial)
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That a Statement showing "the Entire Land" admeasuring 04-77-07 Hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh purchased by the Plaintiff from the said amount of Rs.11,93,90,681/- for development of colony is filed with the list of documents.

9. That in view of delay in obtaining the statutory approvals for carrying out development and construction on "the Entire Land", the Plaintiff could not execute the Memorandum of Agreement with "Diamond" for allotment / sale to "Diamond" on "Ownership Basis", (which shall be at a concessional/discounted rate of 50% of the market price at which the Plaintiff will first start selling the to be constructed Apartments and to be constructed villas to the public in the open market), certain to be constructed Apartments and to be constructed villas in the "said Colony" of the value equivalent to the amount of Rs.11,93,90,681/- Loan given by "Diamond" to the Plaintiff.

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10. That since the process of obtaining of statutory approvals has been delayed inordinately, the Plaintiff agreed to refund to "Diamond" the amount of Rs.11,93,90,681/- Diamond has a first charge / lien on the "Entire Land".

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11. That on account of the dishonor of the Cheque No.000659 dated 23.1.2017 for Rs.11,93,90,681/, drawn

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on Kotak Mahindra Bank Ltd., "Diamond" filed a Criminal Complaint bearing CC No.3959 of 2017 dated 10.03.2017 titled "M/s Diamond Traexim Pvt. Ltd Vs. Sunil Sood", against the Plaintiff before the Ld. Magistrate, Rohini District Court, Delhi, and after recording the evidence of the Complainant ("Diamond" herein), the Ld. Magistrate vide order dated 24.8.2017 summoned the Plaintiff and the Plaintiff have been facing criminal trial of the same.

A copy of the order dated 24.8.2017 passed by the Ld. Magistrate is filed herewith the list of Documents.

12. That the Plaintiff submits as under:-

- (i) That Diamond has made a payment of Rs.11,93,90,681/- to the Plaintiff from time to time during 26.08.2009 to 16.10.2015.
- (ii) That out of the amount of Rs.11,93,90,681/- received by the Plaintiff from "Diamond", the Plaintiff had purchased the Land admeasuring 04-77-07 hectares for development of colony situated at Up Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh, which is subject matter of the present Suit (hereinafter referred to as "the **Entire Land**").

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13. That the Plaintiff further submits as under:-

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- (i) That the Plaintiff & the Defendant No.1 & its Director, Defendant No.2, have various business relations & business transactions in the past as the Plaintiff was the Director of Defendant No.1 till 17.5.2017.
- (ii) That in view of the continuous business relations between Defendant No.2, (Director of Defendant No.1) & the Plaintiff, the Plaintiff have **KEPT IN TRUST** with Defendant No.2, (Director of Defendant No.1) various blank signed Cheques. **The details of the blank signed Cheques which have been kept by the Plaintiff with Defendant No.2, (Director of Defendant No.1) are filed herewith the List of Documents.**
- (iii) that from time to time various disputes relating to business transactions arose between the Plaintiff & Defendant No.2, (the Director of Defendant No.1), and in order to get all the disputes resolved in favour of Defendant No.2, the Defendant No.2 (the Director of Defendant No.1), have always threatened the Plaintiff that if he does not succumb to the **WHIMS & DESIRE** of Defendant No.2, (Director of Defendant No.1), then he will fill the blank signed Cheques with huge amounts and present them for encashment. The Defendant No.2

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further threatened that after the cheques are dishonored, the Defendant No.2 shall file Dozens of Criminal Complaints against the Plaintiff for dishonoring of the Cheque(s), & send the Plaintiff to Jail through the balance of his life. The Plaintiff have always been living in the fear of threats of Defendant No.2.

(iv) That the greed of the Defendant No.2 did not end here & in furtherance of his greed, the Defendant No.2 had planned to grab "the Entire Land". That in order to grab the "Suit Land", the Defendant No.2, (Director of Defendant No.1) had under pressure, undue influence, coercion & threats fraudulently got transferred without payment of sales consideration from the Plaintiff in favour of the Defendant No.1 land admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh as per the details given hereunder:-

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Land Sold By Mr. Sunil Sood to Nirvana Woods & Hotels P Ltd						
S. N.	Sale Deed No.	Sale Deed Dated	Sq. Mtrs Measuring	Hectares Measuring	Sale Deed Amount (Rs.)	Complete Address
1	650	01-05-17	2224	00-22-24	6,800,000	Mohal Rirka, Tehsil Shimla (R), District Shimla,

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2	651	01-05-17	3093	00-30-93	17,170,000	Mohal Rirka, Tehsil Shimla (R), District Shimla, Himachal Pradesh
3	652	01-05-17	2781	00-27-81	17,000,000	Mohal Rirka, Tehsil Shimla (R), District Shimla, Himachal Pradesh
4	653	01-05-17	531	00-05-31	1,720,000	Up Mohal Kiari, Tehsil Shimla (R), District Shimla, Himachal Pradesh
5	654	01-05-17	18423	01-84-23	52,160,000	Up Mohal Kiari, Tehsil Shimla (R), District Shimla, Himachal Pradesh
6	655	01-05-17	4716	00-47-16	8,350,000	Up Mohal Kiari, Tehsil Shimla (R), District Shimla, Himachal Pradesh

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That the above land admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh is hereinafter referred to as "the Suit Land".

A Copy of Sale Deed No. 650 dated 01.05.2017 admeasuring 2224 sq.Mtrs. for Rs.68,00,000/- is filed with the List of Documents.

A Copy of Sale Deed No. 651 dated 01.05.2017 admeasuring 3093 sq.Mtrs. for Rs.1,71,70,000/- is filed with the List of Documents.

A Copy of Sale Deed No. 652 dated 01.05.2017 admeasuring 2781 sq.Mtrs. for Rs.1,70,00000/- is filed with the List of Documents.

A Copy of Sale Deed No. 653 dated 01.05.2017 admeasuring 531 sq.Mtrs. for Rs.17,20,000/- is filed with the List of Documents.

A Copy of Sale Deed No. 654 dated 01.05.2017 admeasuring 18423 sq.Mtrs. for Rs.5,21,60,000/- is filed with the List of Documents.

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A Copy of Sale Deed No. 655 dated 01.05.2017 admeasuring 4716 sq.Mtrs. for Rs.83,50,000/- is filed with the List of Documents.

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14. That it is further submitted that the greed, pressure / coercion of the Defendant No.2, (Director of Defendant No.1) did not end here and it continued further. That the Defendant No.2 further under threat of using & presenting the blank Cheques signed by the Plaintiff kept in trust in the

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custody of the Defendant No.2, forced the Plaintiff to resign from the Directorship of the Defendant No.1 on 17.5.2017. It is submitted that on the day i.e. on 1.5.2017 when "the Suit Land" was transferred by the Plaintiff in favour of the Defendant No.1, the Plaintiff was the Director of the Defendant No.1. It is submitted that the Plaintiff was not aware that he could not execute the Six Sale Deeds of the "Suit Land" in favour of the Defendant No.1 in view of provisions of Section 53 of Transfer of Property act, the Plaintiff realized that said six sale deeds were fraudulently got executed by the Defendant No.2 from the Plaintiff with an intent to defeat or to delay the payment of Rs.11,93,90,681/- by the Plaintiff to Diamond. That in order to get out of threats, pressure, coercion & under influence of the Defendant No.2, the Plaintiff obtained a Stay Order dated 26.07.2017 from Hon'ble High Court of Himachal Pradesh from presenting Cheque(s).

A copy of the Stay Order dated 26.07.2017 is filed with the List of Documents.

15. That the Plaintiff now submits as under:-

- (i) That the **Six Sale Deeds (bearing Sale Deed No.650, Sale Deed No.651, Sale Deed No.652, Sale Deed No.653, Sale Deed No.654, and Sale Deed No.655 all dated 1.5.2017) in respect of the Land Admeasuring 03-17-68 hectares situated at Up Mohal Kiari/Rirka, Tehsil and District**

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Shimla, Himachal Pradesh, (hereinafter referred to as the "Six Sale Deeds of the Suit Land" has been fraudulently got executed by the Defendant No.1/ Defendant No.2 from the Plaintiff through undue influence, coercion, personal threats and pressures.

(ii) That the "Six Sale Deeds of the Suit Land" has been fraudulently got executed by the Defendant No.1 from the Plaintiff without making payment of the Sales Consideration including the advance payment claimed to have been made by the Defendant No. 1 to the Plaintiff which was got invested in the Development of Land measuring 03-17-68 Hectares by the Defendant No. 1 / Defendant No. 2 from Plaintiff through undue influence, coercion, personal threats and pressures.

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(iii) That the "Six Sale Deeds of the Suit Land" have been fraudulently got executed by the Defendant No.1 from the Plaintiff in spite of the Defendant No.1 knowing fully well that the "Six Sale Deeds of the Suit Land", are subject to encumbrance, charges and lien of Diamond as Diamond has paid an amount of Rs.11,93,90,681/- to the Plaintiff which was to be repaid by the Plaintiff to the Diamond from the sale proceeds of the to be constructed

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Apartments and to be constructed Villas and 5 Star Hotel to be constructed on the "Suit Land".

- (iv) That the "Six Sale Deeds of the Suit Land", has been fraudulently got executed by the Defendant No.1 from the Plaintiff as the Plaintiff is now left in a high and dry position where the Defendant No.1 have on the one hand fraudulently got transferred the "Suit Land" in favour of Defendant No.1 and on the other hand the Defendant No.1 have not paid the due sale consideration of the "Suit Land", to the Plaintiff. It is submitted that, it is only after the cancellation of the said Six Sale Deeds of "the Suit Land", the Plaintiff will be in a position to settle the claim of "Diamond" of Rs.11,93,90,681/- along with interest which can only be paid by monetizing "the Suit Land".
- (v) That the "Six Sale Deeds of the Suit Land" has been fraudulently got executed by the Defendant No.1 from the Plaintiff as the "Suit Land", on the date of execution of the Six Sale Deeds (i.e. on 01.05.2017) was subject to lis-pendence in Criminal Complaint No. 3959 of 2017 dated 10.3.2017 filed by "Diamond" against the Plaintiff under Section 138 of the

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Negotiable Instrument Act before the Ld District Court, Rohni.

(vi) That the "Six Sale Deeds of the Suit Land" has been fraudulently got executed by the Defendant No.1 from the Plaintiff without making the payment of sales consideration **BECAUSE** a cheque of Rs.30,00,000/- issued by the Defendant No.1 on 18.05.2017 (i.e. 18 days after the execution of the Sale Deeds of the "Suit Land" and other Lands) was rotated by the Defendant No.1 (by threatening the Plaintiff) 22 times i.e. to show payment of Rs.6,60,00,000/-. It is submitted that the said process of rotation of one cheque of Rs.30,00,000/- 22 times is illegal and fraudulent and is predominantly known in the banking system by the concept of "KYTE FLYING". The Defendant No. 1 have done this "KYTE FLYING" during 18.05.2017 to 12.06.2017 which would be evident from the following:-

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WITH COMMISSION

Date	Cheque No.	Amount (Rs.)
18.5.2017	000142	3000000
18.5.2017	000143	3000000
18.5.2017	000141	3000000
18.5.2017	000132	3000000
18.5.2017	000133	3000000
18.5.2017	000134	3000000
18.5.2017	000135	3000000
18.5.2017	000136	3000000

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18.5.2017	000137	3000000
18.5.2017	000138	3000000
18.5.2017	000139	3000000
18.5.2017	000140	3000000
18.5.2017	000144	2445000
12.6.2017	000162	3000000
12.6.2017	000163	3000000
12.6.2017	000164	3000000
12.6.2017	000165	3000000
12.6.2017	000166	3000000
12.6.2017	000167	3000000
12.6.2017	000168	3000000
12.6.2017	000169	3000000
12.6.2017	000170	3000000
12.6.2017	000171	3000000
17.8.2017	000250	391736

A copy of the Bank Statement of the Plaintiff showing this "KYTE FLYING" of one cheque of Rs.30,00,000/- 22 times is filed herewith the List of Documents.

(vii) That the "Six Sale Deeds of the Suit Land" has been fraudulently got executed by the Defendant No.1 from the Plaintiff as the following paragraphs in the Sale Deed are factually incorrect :-

Para 6 of "Six Sale Deeds of the Suit Land"

" That the SELLER hereby further declares that the land hereby sold is free from all encumbrances, lien, charge, mortgage, lease, court or other attachments, lis-pendences, acquisition and requisition proceedings, minor's claims or any other adverse proceedings or claims

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from third parties, which are in any way detrimental to the interest of the PURCHASER"

THE ABOVE STATEMENT IS INCORRECT IN VIEW OF WHAT IS STATED IN PARA 18(i) to (vii) hereinabove.

(viii) That the **"Six Sale Deeds of the Suit Land"**

has been fraudulently got executed by the Defendant No.1 from the Plaintiff which could not have been done by the Plaintiff in favour of the Defendant No.1 in view of the legal restriction of specific provision of Section 53 of the Transfer of Property Act.

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That in view of a liability of Rs.11,93,90,681/- payable by the Plaintiff to Diamond and in view of the matter being lis pendence in Ld. Rohini Court in Criminal Complaint No. 3959 of 2017 dated 10.3.2017 and in view of non-payment of sales consideration mentioned in the Six Sale Deeds, the **"Six Sale Deeds of the Suit Land"** are illegal, invalid and are liable to be cancelled.

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JUDGE COMMISSIONER

15-A. That "Diamond" filed a Summary Suit titled "M/s Diamond Traexim Pvt Ltd vs. Sunil Sood", (against the Plaintiff) bearing CS(COMM) 518/2017 under Order XXXVII CPC read with Section 2 and 12 of the Commercial Courts, Commercial Appellate Division of the High Courts Acts,

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2015 before the Hon'ble Delhi High Court for recovery of amount of Rs.11,93,90,681/- along with pendente lite and future interest. The said Suit was numbered as CS(COMM) 518/2017. That along with the aforesaid Suit, "Diamond" filed an Application under Order 38 Rule 5 Read with Section 151 CPC, and the Hon'ble Delhi High Court vide Order dated 08.08.2017 was pleased to pass a Stay Order on "the Entire Land".

A copy of the Order dated 8.8.2017 of Hon'ble Delhi High Court is filed herewith the List of Documents.

16. That thereafter Diamond also filed Commercial Suit No.8 of 2017 before this Hon'ble High Court seeking Declaration / Cancellation and for Permanent Injunction is in respect of Six fraudulent and illegal Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017, in respect

of "the Suit Land" admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh. It is further submitted that the land admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh situated at Mohal Rirka, Tehsil and District Shimla, Himachal Pradesh. That this Hon'ble Court was pleased to

pass an Interim Status Quo Order dated 18.12.2017. ATTESTED

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A copy of the Interim Status Quo Order dated 18.12.2017 passed by this Hon'ble Court is filed with List of Documents.

17. That even the Six Mutation Orders dated 15.9.2017 sanctioning the mutation of the "Suit Land" (comprised in the Six Sale Deeds (being Six Mutation Orders dated 12.05.2017 in respect of Mutation No.261 dated 12.05.2017, Mutation No.262 dated 12.05.2017, Mutation No.263 dated 12.05.2017, Mutation No.440 dated 12.05.2017, Mutation No.441 dated 12.05.2017 and Mutation No.442 dated 12.05.2017), in respect of Mutation of the Land Admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh forming part of the Six Sale Deeds bearing Sale

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Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017), have been **STAYED** by the Collector of Sub Division (Rural) Shimla, Himachal Pradesh vide 6 separate Orders dated 16.10.2017 passed in Six separate Appeals bearing Nos.32-VIII-17, 33-VIII-17, 34-VIII-17, 35-VIII-17, 36-VIII-17 and 37-VIII-17.

A copy of one of the Order dated 16.10.2017 passed by the Collector of Sub Division (Rural) Shimla, Himachal Pradesh is filed herewith the List of Documents.

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18. That thereafter in CS (COMM) 518 of 2017 titled "Diamond Traexim Pvt. Ltd. Vs. Sunil Sood" pending before Hon'ble Delhi High Court a Compromise was arrived at vide Compromise Deed dated 17.04.2018, and accordingly the Hon'ble Delhi High Court has been pleased to pass an Order dated 20.04.2018.

A copy of the Compromise Deed is filed with the List of Document.

A copy of the Order dated 20.4.2018 of the Hon'ble Delhi High Court is filed with the List of Documents.

19. The Plaintiff submits as under:-

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That it is admitted by the Plaintiff in the Compromise Deed dated 17.04.2018 filed before the Hon'ble Delhi High Court that "Diamond" had advanced an amount of Rs.11,93,90,682/- to the Plaintiff for the purchase of the acquire "the Entire Land" including the "Suit Land" comprised in the above Six sale deeds of the "Suit Land. It is also admitted by the Plaintiff that against the said amount of Rs.11,93,90,682/- it was promised by the Plaintiff that the Plaintiff shall allot and sell to the Diamond on "Ownership Basis", (which shall be at

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a concessional/discounted rate of 50% of the market price at which the Plaintiff will first start selling the constructed apartments and constructed villas to the public in the open market), certain constructed apartments and constructed villas in the said Colony of the value which will be equivalent to the amount (i.e. Rs.11,93,90,682/-) loan by the Diamond to the Plaintiff.

The relevant portion of the Compromise Deed dated 17.04.2018 filed by Plaintiff and Diamond before the Hon'ble Delhi High Court based on which Order dated 20.04.2018 was passed by Hon'ble Delhi High Court are as under:-

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"WHEREAS in August 2015, the First Party agreed and confirmed with the Second Party that out of the aforesaid payment of Rs.11,93,90,681/- made by the Second Party to the First Party, the First Party utilized a sum of Rs. 10,86,52,678/- to meet the purchase cost of the "said Land", and the First Party had retained an additional sum of Rs.1,07,38,003/- for meeting with the cost of statutory approvals, fees and other expenses for development of

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**the "said Colony" on the "said Land".
That the First Party also apprised the
Second Party that he has already
proceeded with the process of
obtaining all the required statutory
approvals, and the same are expected
to be received by October, 2015 and
thereafter the First Party shall
immediately execute the Memorandum
of Agreement with the Second Party in
terms of the understanding arrived
between the parties.**

**WHEREAS the First Party confirms that
the aforesaid land admeasuring 04-77-
07 Hectares situated at UP Mohal Kiari,
Tehsil and District Shimla, Himachal
Pradesh worth Rs.10,86,52,678/-, was
purchased by the First Party from the
amount of Rs.11,93,90,681/- paid by
the Second Party to the First Party and
the "said Land" is hereinafter referred
to as the "Property" and the First
Party further categorically confirms
that on the "said Land" admeasuring
04-77-07 Hectares situated at UP
Mohal Kiari, Tehsil and District Shimla,
Himachal Pradesh, the First Party has**

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a first charge, lien for the amount of Rs.11,93,90,681/- paid by the Second Party to the First Party for the purchase of the "said Land".

IT IS SUBMITTED THAT THE FIRST PARTY IN THE COMPROMISE DEED IS THE PLAINTIFF AND THE SECOND PARTY IN THE ABOVE COMPROMISE DEED IS DIAMOND.

(ii) It is admitted by the Plaintiff *that out of the aforesaid payment of Rs.11,93,90,681/- made by "Diamond" to the Plaintiff, the Plaintiff utilized a sum of Rs. 10,86,52,678/- to meet the purchase cost of the "said Land", and the Plaintiff had retained an additional sum of Rs.1,07,38,003/- for meeting with the cost of statutory approvals, fees and other expenses for development of the "said Colony" on the "said Land" which is the "Suit Land" comprised in the six sale deeds for which cancellation has been sought by the Diamond in the above Suit.*

(iii) It is further admitted by the Plaintiff that *"Diamond" has a first charge, lien for the amount of Rs.11,93,90,681/- paid by the Plaintiff to the Diamond for the purchase of*

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the "said Land" which is "Suit Land" comprised in the six sale deeds for which cancellation has been sought by the Diamond in the above Suit..

- (iv) It is submitted that that the Plaintiff was the Director of the Defendant No.1 on 1.5.2017 when the **"Suit Land"** was transferred in favour of Defendant No.1 and it was only on 17.5.2017, after the Defendant No.2 had threatened /coerced and pressurized the Plaintiff, that the Plaintiff resigned from the Directorship of Defendant No.1.

20. That it is submitted that even the Hon'ble Delhi High Court vide Order dated 20.04.2018 have allowed the Plaintiff to get the above Six Sale Deeds of the "Suit Land" cancelled in accordance with law as mentioned in Clause

No.5 of the Compromise Deed dated 20.04.2018 in terms of which the Order dated 20.04.2018 passed by the Hon'ble High Court. The said Clause No.5 of the Compromise Deed dated 20.04.2018 is reproduced below :-

"5. That the First Party has also agreed and undertaken that in the Suit for Cancellation of Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017, being Civil Suit No. 8 of 2017 titled "Diamond

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Traexim Pvt. Ltd. Vs. Sunil Sood and Nirvana Woods and Hotels Pvt. Ltd." filed by the Second Party, the First Party shall file Written Statement supporting the cancellation of the aforesaid Six Sale Deeds as the said Six Sale Deeds have been got executed fraudulently by Nirvana Woods and Hotels Pvt. Ltd. from the First Party by exercising undue influence / pressure / threats / coercion without even making the payment of the Sales Consideration."

IT IS SUBMITTED THAT THE FIRST PARTY IN THE COMPROMISE DEED IS A DEFENDANT NO.1 AND THE SECOND PARTY IN THE ABOVE COMPROMISE DEED IS THE PLAINTIFF.

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21. That in view of the facts stated in Para 14, Para 15 and Para 16 (i) to (vii) read with the Compromise Deed dated 17.04.2018 read with the Order dated 20.04.2018

passed by the Hon'ble Delhi High Court, it is prima facie evident that the Six Sale Deeds (bearing Sale Deed No.650, Sale Deed No.651, Sale Deed No.652, Sale Deed No.653, Sale Deed No.654, and Sale Deed No.655 all dated 1.5.2017) in respect of the Suit Land, admeasuring 03-17-68 hectares situated at up Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh, have been fraudulently got executed by the Defendant No.1 from the Plaintiff by exercising undue influence / coercion/ threats / pressures

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without payment of consideration. It is further evident that the Suit Land comprised in the said Six Sale Deeds on 1.5.2017 (when the Six Sale Deeds were executed), was encumbered and not free from lien / charge as Diamond had first lien and charge on "the Suit Land". It is further evident that on 1.5.2017 (when the Six Sale Deeds were executed), "the Suit Land" was lis pendis in Criminal Complaint bearing CC No.3959 of 2017 dated 10.03.2017 titled "M/s Diamond Traexim Pvt Ltd Vs. Sunil Sood", against the Plaintiff before the Ld. Magistrate, Rohini District Court, Delhi. It is also prima facie evident that on 1.5.2017 (when the said Six Sale Deeds were executed), the said Six Sale Deeds of "the Suit Land" were executed in violation of the provision of the Section 53 of the Transfer of Property Act as the said Six Sale Deeds of "the Suit Land" were fraudulently executed with the intent to defeat or delay the creditors of the Plaintiff i.e. "Diamond" of Rs.11,93,90,681/-, who still has first lien/charge on "the Suit Land". It is submitted that in terms of the Decree Order dated 20.04.2018 passed by the Hon'ble Delhi High Court, read with the Compromise Deed dated 17.04.2018, it is only after the cancellation of the said Six Sale Deeds of "the Suit Land", the Plaintiff will be in a possession to settle claim of "Diamond" of Rs.11,93,90,681/- alongwith interest which can only be paid by monetizing "the Suit Land".

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22. That the aforementioned facts and circumstances signify that **"the Suit Land"** 03-17-68 hectares situated at UP Mohal Klari/Rirka, Tehsil and District Shimla, Himachal Pradesh was subject to lien/ charge of Diamond against the claim of Diamond of Rs.11,93,90,681/- against the Suit Land. The transfer of **"the Suit Land"** in question has been fraudulently got executed by the Defendant No.1 from the Plaintiff by exercising undue influence / coercion/ threats / pressures without payment of consideration. Hence the Six Sale Deeds of **"the Suit Land"** are invalid, illegal and the same are voidable and the option of the Plaintiff. The aforementioned facts also substantiate that the purported transfer of the land to the Defendant No.2 is neither in good faith nor for the alleged sales consideration mentioned in the Six Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed

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No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017, which was never paid. More so **"the Suit Land"** was not free from charge and /or free from encumbrance and /or not subject to lis-pendence. It is submitted that **"the Suit Land"** on 1.5.2017 (when the Six Sale Deeds were executed), was subject to lis-pendence in Criminal Complaint bearing CC No.3959 of 2017 dated 10.03.2017 titled "M/s Diamond Traexim Pvt Ltd Vs. Sunil Sood", against the Plaintiff before the Ld. Magistrate, Rohini District Court, Delhi. It is submitted that in terms of the

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Decree Order dated 20.04.2018 passed by the Hon'ble Delhi High Court, read with the Compromise Deed dated 17.04.2018, it is only after the cancellation of the said Six Sale Deeds of "the Suit Land", the Plaintiff will be in a possession to settle claim of "Diamond" of Rs.11,93,90,681/- along with interest which can only be paid by monetizing "the Suit Land".

23. That in view of what is stated hereinabove read with the Compromise Deed dated 17.04.2018 read with the Order dated 20.04.2018 passed by the Hon'ble Delhi High Court, the Plaintiff is constrained to file the present Suit for Declaration / Cancellation of Six Sale Deeds (bearing Sale Deed No.650, Sale Deed No.651, Sale Deed No.652, Sale Deed No.653, Sale Deed No.654, and Sale Deed No.655 all

dated 1.5.2017) in respect of the Land Admeasuring 03-17-68 hectares situated at up Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh (hereinafter referred to as "the Suit Land"). It is submitted that in terms of the

Decree Order dated 20.04.2018 passed by the Hon'ble Delhi High Court, read with the Compromise Deed dated 17.04.2018, it is only after the cancellation of the said Six Sale Deeds of "the Suit Land", the Plaintiff will be in a possession to settle claim of "Diamond" of Rs.11,93,90,681/- alongwith interest which can only be paid by monetizing "the Suit Land".

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24. The cause of action firstly accrued in favour of Plaintiff on 01.05.2017 when the Defendant No.2, (Director of Defendant No.1) had under pressure, undue influence, coercion & threats and pressures fraudulently got transferred without payment of sales consideration from the Plaintiff in favour of the Defendant No.1 **"the Suit Land"** admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh and in utter violation of provisions of Section 53 of the Transfer of Property Act knowing well that on 1.5.2017 (when the Six Sale Deeds were executed), Diamond had a first charge/ lien on **"the Suit Land"**. **"the Suit Land"** on 1.5.2017 (when the Six Sale Deeds were executed), was also lis-pendis in a Criminal Complaint bearing CC No.3959 of 2017 dated 10.03.2017 titled "M/s Diamond Traexim Pvt Ltd Vs. Sunil Sood", against the Plaintiff before the Ld.

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Magistrate, Rohini District Court, Delhi. The cause of action further arose on 12.10.2017, when the Collector of Sub Division (Rural) Shimla, Himachal Pradesh has vide 6 separate Orders dated 16.10.2017 Stayed the operation of all the Six Mutation Orders dated 12.05.2017 of **"the Suit Land"** (comprised in Six Sale Deeds), i.e. stay of the Mutation Orders bearing Mutation No.261 dated 12.05.2017, Mutation No.262 dated 12.05.2017, Mutation No.263 dated 12.05.2017, Mutation No.440 dated 12.05.2017, Mutation No.441 dated 12.05.2017 and Mutation No.442 dated 12.05.2017 in respect of **"the Suit**

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Land" (comprised in Six Sale Deeds). The cause of action further arose on 17.4.2018, when the Plaintiff entered into a Compromise Deed dated 17.04.2018 before the Hon'ble Delhi High Court in Commercial Suit bearing No. CS(COMM) 518/2017 and the cause of action further arose on 20.04.2018 when the Order dated 20.4.2018 was passed by the Hon'ble Delhi High Court in CS(COMM) 518/2017 holding that the compromise arrived at vide Compromise Deed dated 17.4.2018 is lawful and accordingly the Suit was decreed in accordance with the Compromise Deed dated 17.4.2018. The cause of action is still continue and subsisting.

25. That the Plaintiff submits that there does not exist any collusion between the Plaintiff and the Defendants in filing the present Suit.

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26. That the Suit has been filed within time and is not barred by the Limitation Act.

27. That the Plaintiff has not filed any other Suit and/or any other legal proceedings before any court of the law in respect of the present cause of action. The Plaintiff submits that in respect of the Six Sale Deeds of **"the Suit Land"** for which cancellation have been sought in the present Suit,

M/s Diamond Traexim Pvt. Ltd. has also filed Commercial Suit No.8 of 2017 (titled Diamond Traexim Pvt. Ltd. Vs. Sunil Sood and Others), before this Hon'ble High Court

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seeking Declaration / Cancellation and for Permanent Injunction in respect of Six fraudulent and illegal Sale Deeds bearing Sale Deed No.650 Dated 1.5.2017, Sale Deed No.651 Dated 1.5.2017, Sale Deed No.652 Dated 1.5.2017, Sale Deed No.653 Dated 1.5.2017, Sale Deed No.654 Dated 1.5.2017, and Sale Deed No.655 Dated 1.5.2017, in respect of "the Suit Land" admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh and the same is pending adjudication before this Hon'ble Court. That in said Suit this Hon'ble Court have been pleased to pass interim / Status Quo Order dated 18.12.2017.

28. That the Six Sale Deeds (bearing Sale Deed No.650, Sale Deed No.651, Sale Deed No.652, Sale Deed No.653, Sale Deed No.654, and Sale Deed No.655 all dated 1.5.2017) in

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respect of the Suit Land, admeasuring 03-17-68 hectares situated at up Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh, which are subject matter of this Suit, are

situated within the territorial jurisdiction of this Hon'ble Court, and hence this Hon'ble Court has the Jurisdiction to entertain and adjudicate the present Suit.

29. The Plaintiff reserves its rights and crave liberty of this Hon'ble Court to refer to and to rely upon and file all the documents filed along with the present Suit and the Plaintiff crave leave of this Hon'ble Court to file such other additional documents as and when required in the interest of Justice.

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30. The value of the Six Sale Deeds for which Decree of Declaration and the consequential relief of Permanent Injunction is being sought is Rs.10,32,00,000/- on which "Diamond" has paid the adequate Court Fee of Rs.10,32,000/- for filing the above Suit.

PRAYER

In view of what has been stated hereinabove, this Hon'ble Court may kindly be pleased to:-

- (a) Pass a Decree of Declaration in favour of Plaintiff and against the Defendant No.1 and Defendant No.2 declaring that the Six Sale Deeds (bearing Sale Deed No.650, Sale Deed No.651, Sale Deed No.652, Sale Deed No.653, Sale Deed No.654, and Sale Deed No.655 all dated 1.5.2017) in respect of the Suit Land, admeasuring 03-17-68 hectares situated at up Mohal Kiari/Rirka, Tehsil and District Shimla, Himachal Pradesh, which are subject matter of this Suit, are fraudulent, illegal, invalid, voidable and void abinitio .
- (b) Pass a Decree of Permanent injunction in favour of the Plaintiff and against the Defendant No.1 and Defendant No.2 and their Directors, Officers, Employees, Associates, Agents and everyone claiming under and on behalf of them directing them to maintain Status Quo qua construction, sale, alienation, transfer, creating third party interest and

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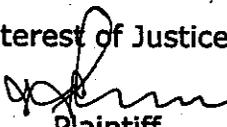
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/or in respect of all the matters concerning "the Suit Land" comprised in the Six Sale Deeds (bearing Sale Deed No.650, Sale Deed No.651, Sale Deed No.652, Sale Deed No.653, Sale Deed No.654, and Sale Deed No.655 all dated 1.5.2017).

- (c) Award the Cost of the Suit in favour of the Plaintiff and against the Defendant No.1 and Defendant No.2.
- (d) Pass any other or further Orders and directions as this Hon'ble Court may deem fit and proper in the given circumstances of the case in the interest of Justice.


.....Plaintiff

Through Counsels


(Shweta Joolka & Rekesh K Sharma)

Advocates

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Place: Shimla

Date:

Settled by :-

Ankush Dass

Senior Advocate.

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VERIFICATION:

I, Sunil Kumar Sood, the Plaintiff herein do hereby verify that the contents of paras 1 to 22 are true to my knowledge based on the records and the contents of Para No.23 to 30 are legal submissions made on the information received and believed to be true. Last para is the prayer to this Hon'ble Court. That no part of it is false and nothing material has been concealed therefrom.

Verified at Shimla on this 14th day of June, 2018.


DEPONENT.

ATTESTED
BY COMMISSIONER

FILED TODAY
14 JUN 2018
Reader to Registrar

ATTESTED
SECTION OFFICER (Judicial)
HIGH COURT OF HIMACHAL PRADESH

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BEFORE THE HON'BLE HIGH COURT OF HIMACHAL PRADESH AT SHIMLA
CIVIL SUIT NO _____ of 2018

IN THE MATTER OF:

Shri Sunil Kumar SoodPlaintiff

Versus

M/s Nirvana Woods & Hotels Pvt. Ltd.
and AnotherDefendants

AFFIDAVIT

I, Sunil Kumar Sood, S/o Late Sh. Hans Raj Sood, aged about 60 years, ^{Occupation - Businessman} resident of House No.143, Sector-7, Panchkula (Haryana), presently at New Delhi do hereby solemnly affirm and declare that the contents of

mentioned in Paras no. 1 to 30 are true and correct to my personal knowledge and belief as per record as also on the basis of the legal advice rendered to me by my Counsel which I believe to be true and correct, no part of it is false and nothing material has been concealed there from.

I, the above named deponent do hereby further affirm and declare that the above Affidavit of mine is true and correct, no part of the same is false or wrong and nothing material has been concealed

there from

Verified and signed at Shimla on this the 14th day of June, 2018

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Attested by me
Oath Commissioner

DEPONENT

ATTESTED

SECTION OFFICER (Jurat)
HIGH COURT OF HIMACHAL PRADESH

FILED TODAY
11 JUN 2018
Reader to Registrar

Identified by

ATTESTED
OATH COMMISSIONER

On this day I have sworn before me on solemn oath that the contents of the affidavit of the above named deponent are true and correct to the best of his knowledge and belief and that he is duly qualified to depose in the above mentioned suit.

Oath Commissioner
HP High Court, Shimla

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Amey: R16/Q

IN THE HIGH COURT OF HIMACHAL PRADESH
SHIMLA

OMP Nos. 415 of 2017 & 184, 128, 455
and 637 of 2018 in COMS No. 8 of 2017
and OMP Nos. 269, 285, 459, 490 and 640
of 2018 in COMS No. 23 of 2018.

Reserved on : 1.8.2019

Decided on : 13.8.2019

**OMP Nos. 415 of 2017 & OMP No. 184, 128, 455 & 637 of 2018 in
COMS No. 8 of 2017**

In re:-

M/s Diamond Traxeim Pvt. Ltd. ...Plaintiff.

Versus

Sunil Kumar Sood & another . Defendants.

OMP Nos. 269, 285, 459, 490 and 640 of 2018 in COMS No. 23 of 2018

In re:-

Sunil Kumar Sood ...Plaintiff.

Versus

M/s Nirvana Woods and Hotels Pvt. Ltd. & another....Defendants.

Coram:

The Hon'ble Mr. Justice Sureshwar Thakur, Judge.

Whether approved for reporting?¹ Yes.

Presence:-

COMS No. 8 of 2017

OMP No. 415 of 2017 and 184 and 455 of 2018

For the Applicant:

Mr. G.D Verma, Sr. Advocate with Mr. Atul
G Sood, Advocate.

For the non-applicants:

Mr. Neeraj Gupta, Sr. Advocate with
Ms. Rinki Kashmiri, Advocate, and,

¹ Whether reporters of the local papers may be allowed to see the judgment?

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Mr. B.C Negi, Sr. Advocate, with Mr. Suneet Goel, Advocate.

OMP Nos. 128 and 637 of 2018

For the Applicant:

Mr. B.C Negi, Sr. Advocate, with Mr. Suneet Goel, Advocate.

For the non-applicants:

Mr. Neeraj Gupta, Sr. Advocate with Ms. Rinki Kashmiri, Advocate, and, G.D Verma, Sr. Advocate with Mr. Atul G Sood, Advocate.

COMS No. 23 of 2018

OMP No. 269 and 459 of 2018

For the Applicant:

Mr. Ankush Dass Sood, Sr. Advocate with Mr. Rakesh Kumar, Advocate.

For the non-applicants:

Mr. B.C Negi, Sr. Advocate with Mr. Suneet Goel, Advocate.

OMP No. 285, 640 and 490 of 2018

For the Applicant:

Mr. B.C Negi, Sr. Advocate, with Mr. Suneet Goel, Advocate.

For the non-applicants:

Mr. Ankush Dass Sood, Sr. Advocate with Mr. Rakesh Kumar, Advocate.

Sureshwar Thakur, J

Through COMS No. 8 of 2017, and, through COMS No. 23 of 2018, respectively constituted by the plaintiff(s), the latters' hence impugn the validity of execution of registered deed, of, conveyance, executed, inter-se, one Suneel Kumar Sood and M/s

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Nirvana Woods and Hotels Pvt. Ltd, vis-a-vis, the suit property. However, before proceeding to determine, the, prima-facie validity, vis-a-vis, the contention reared against M/s Nirvana Woods and Hotels Pvt. Ltd, by the plaintiff in COMS No. 8 of 2017, for, its therethrough impugning, the, apposite sale deeds, on, anvil of, despite, the sale consideration, being purveyed by it, vis-a-vis, one Suneel Kumar Sood, arrayed therein as co-defendant No.1, the latter proceeding, to, execute a sale deed, vis-a-vis, the suit property, with, co-defendant No.2 M/s Nirvana Woods and Hotels Pvt. Ltd. However, given, the existence on record, of, Annexure A-1, a compromise deed, executed inter-se one Suneel Sood, and, the plaintiff i.e M/s Diamond Traexim Pvt. Ltd., in sequel whereto, an order, vide annexure A-2, was, rendered by the Hon'ble Delhi High Court, hence accepting, the, afore compromise deed, and, with the suit land being also embodied in Annexure A-1, and, also obviously in Annexure P-2, is of utmost, and, conspicuous significance, (i) thereupon, at this stage the plaintiff in COMS No. 8 of 2017, prima-facie does not hold any valid espousal, for, impugning, the, sale deeds, unless,

of course evidence surges forth during the course of the apposite suit being put to trial, before the competent Court, vis-a-vis, the compromise borne in Annexure A-1, and, in pursuance whereof Annexure P-2 was rendered, rather being a sequel of fraud or misrepresentation, given, the contents borne therein, being intentionally infringed by co-defendant No.1, one Suneel Sood.

2. Be that as it may, an acerbic contest, has emerged inter-se the plaintiff one Suneel Kumar Sood, and, M/s Nirvana Woods and Hotels Pvt. Ltd, both of whom whereof, are, respectively pleaded, as, plaintiff, and, co-defendant No.1 in COMS No. 23 of 2018, (i) and, wherethrough the plaintiff therein, the, afore Suneel Sood, has, impugned the validity of execution of registered deeds, of conveyance inter-se him and co-defendant No.1 M/s Nirvana Woods and Hotels Pvt. Ltd, (ii) on, anvil of recitals in the impugned registered deeds of conveyance, vis-a-vis, payment of sale consideration, from, M/s Nirvana Woods and Hotels Pvt. Ltd, to, one Suneel Kumar Sood, occurring, in contemporaneity, vis-a-vis, the execution of registered deed of conveyance, being, false recitals. For resting

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the vigor of the rival contention(s) reared by the learned counsel, for the contesting litigants, who, respectively contended, that, the apposite recitals, as are, carried in the registered deed, of, conveyance, being fraudulent or otherwise, (a) hence this Court had pronounced an order, on, 4.5.2019, order whereof stands extracted hereinafter, and, in compliance, with the afore directions rendered upon HDFC Bank, and, also upon the Income Tax Officer, concerned, both placed on record their respective affidavits, with, echoings borne therein, vis-a-vis, in contemporaneity qua execution, of, the apposite impugned sale deeds, the apposite sale consideration being reflected, to be, entered, into the accounts of one Suneel Kumar Sood arrayed as plaintiff in COMS No. 23 of 2018. Even though the afore echoings, borne in the compliance affidavits furnished before this Court, by the Manager of the HDFC Bank, and, by the Income Tax Officer of the ward concerned, do, prima-facie rest the afore res-controversia, engaging the contesting litigants, (i) nonetheless Mr. Ankush Dass Sood, Sr. Advocate, assisted by Mr. Rakesh Kumar, Advocate, has contended qua the apt

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disclosures borne therein rather being falsified, (ii) in as much, as, in contemporaneity, vis-a-vis, the execution, of, sale deeds amongst the afore litigants, hence, the apposite sale consideration, being retransmitted into the accounts, of, co-defendant M/s Nirvana Woods, and, Hotels Pvt. Ltd, and, (iii) in succoring the afore espousal, he relies, in consonance therewith pleadings borne in COMS No. 23 of 2018. However, the afore espousal is benumbed, and, would not underwhelm, the, echoings, borne in the afore affidavits, furnished before this Court, as, in the written-statement furnished thereto, by the learned counsel for contesting defendants No.1 and 2, (i) an, averment is borne in paragraph 31 thereof, qua the afore remittance, in, contemporaneity, vis-a-vis, the execution of the registered deed of conveyance inter-se the plaintiff, and, contesting defendants rather being a sequel to, or, appertaining to a commercial transaction, other, than, the one embodied in the impugned sale deed. Since the plaintiff, has not, contested the afore contention by preferring any replication thereto, thereupon, the afore contention/espousal, carries tenacity, and,

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obviously nails the afore contention, reared by the counsel for the plaintiff. In aftermath, prima-facie, at this stage, the impugnings made by the learned counsel for the plaintiff, vis-a-vis, the apposite sale deeds, and, hinged, upon, no sale consideration in contemporaneity, vis-a-vis, the execution of registered sale deed, passing from vendee to the vendor hence is rudderless, and, obviously is rejected.

" The core controversy, which has arisen interse the parties at contest, before this Court, more particularly, interse one Sunil Sood, defendant No. 1 in GOMS No. 8 of 2017, and, M/s Nirvana Woods & Hotels Pvt. Ltd, is embodied (a) in the sale consideration recited in the apposite registered deed, of conveyance, executed interse Sunil Sood, and, M/s Nirvana Woods & Hotels Pvt. Ltd, passing or not passing, in contemporaneity, vis-à-vis, execution thereof, and, qua the afore. (b) The importance of the afore, upon an affirmative decision being made, either, vis-à-vis, the afore Sunil Sood, or vis-à-vis, M/s Nirvana Woods & Hotels Pvt. Ltd., (c) is, qua this Court, proceeding to either make absolute the order, rendered on 18.12.2017, or vacate it. Mr. Suneet Goel, Advocate, makes a submission, before this Court, qua the recited sale consideration, rather in contemporaneity, vis-à-vis, the execution of, a, registered deed(s) of conveyance, hence passing from the vendee, to the vendor, and, his submission is rested, upon, an affidavit, existing at page No. 1085 of the paper book, of, COMS No. 23 of 2018, and, wherein the details, of, the amounts transmitted through, cheques mentioned therein, hence purportedly entered into the accounts, of, Mr. Sunil Sood.

However, Mr. Ankush Dass Sood, learned senior Advocate, and Mr. Neeraj Gupta, Advocate,

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appearing for the afore Sunil Sood, both contest the validity of the recitals, borne in the afore affidavit, (i) and for repelling all the recitals, borne therein, and, also qua the afore factum, they, place reliance, upon Annexure A-C, occurring at page No. 243 of the paper book, of COMS No. 23 of 2018, (ii) wherein contrary reflections qua the cheques, mentioned in the affidavit, relied upon by Mr. Suneet Goel, Advocate, and theirs' purportedly rather working towards passing, of, sale consideration, interse the afore, rather stand embodied or rather contrarily therefrom hence stand reflected to flow, into, the accounts of entities, individual other than M/s Nirvana Woods & Hotels Pvt. Ltd. However, before meteing credence either to the submission, of, Mr. Suneet Goel, Advocate, or, of Mr. Ankush Dass Sood, Senior Advocate, and, of Mr. Neeraj Gupta, Advocate, (i) imperatively qua passing or non-passing of the apposite sale consideration, in, contemporaneity, vis-à-vis, execution of the requisite sale deeds, (ii) in sequel(s) whereof, the contract of sale would be construable to void or not void, (iii) and when further there, onwards rather, a, conclusion may emanate qua the order pronounced, on 18.12.2017, being amenable, vis-a-vis, it being made absolute or, it, being vacated, (iv) thereupon, it is deemed imperative, that, the banker concerned, i.e. HDFC Bank Ltd.SCO 52, Sector-11, Panchkula, be ensured by the Registry of this Court, that it, vis-à-vis, the afore factum, and,vis-à-vis, the veracity, of, Annexure-C, existing at page No. 243, of, the paper book, of, COMS 23 of 2018, is hence dispatched rather all photo copies thereof, along with, a requisite request thereto, to, on affidavit, it making a certificate, within two weeks before this Court, and, with a disclosure therein, qua all the bills and cheques, mentioned in the affidavit, relied upon by Mr. Suneet Goel, Advocate, appertaining or not, to, transfer of money, disclosed therein, to Mr. Sunil Sood, or to the persons/entities, individuals, other than Mr. Sunil Sood.

The Registry is also directed to make a request upon the Income Tax Officer concerned, that he also makes, within the afore period, a disclosure on affidavit, whether income tax returns filed before him, vis-à-vis, PAN No. ACJPS6744E, being a valid,



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and, authentic document or not. For facilitating the afore emanation(s), from, the afore Income Tax Officer, the Registry shall transmit, the photo copy, of Annexure D-4, to the afore Income Tax Officer. List on 28.5.2019.”

3. Be that as it may, the rejection of the afore espousal of the plaintiff in COMS No. 23 of 2018, would not relieve M/s Nirvana Woods and Hotels Pvt. Ltd, of, the dire obligation, of, its ensuring its raising construction, upon, the suit land, upon, its/theirs holding, a, valid sanction, from the authorities concerned, vis-a-vis, the proposed construction. In sequel the contesting defendants are permitted to raise construction, only upon, its holding a validly meted sanction, by the authorities concerned, and, also if construction is commenced by M/s Nirvana Woods and Hotels Pvt. Ltd, yet with the authorized person hence, on, behalf of M/s Nirvana Woods and Hotels Pvt. Ltd, filing an affidavit with a clear disclosure therein, that, it would not claim any equities, in, the construction raised, upon, the suit land, (a) even if a verdict adverse to it is pronounced, upon, COMS No. 8 of 2017, and, upon COMS No. 23 of 2018, (b) thereupon, the afore espousal made in the affidavit furnished, on

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behalf of M/s Nirvana Woods and Hotels Pvt. Ltd, shall obviously carry the requisite binding effects, upon, it. Since accordingly prima-facie case is loaded in favour of the applicants/defendants concerned, balance of is convenience also is loaded in favour of the applicants/defendants concerned, and, also since, the, continuance of the order, strived to be modified rather would encumber hardship and injury, upon, the applicants/defendants concerned, hence not recompensable in monitory terms thereupon, the relevant order(s), is/are, with the afore observations hence modified.

In view of the afore, all the applications stand disposed of. Any observations made in this order shall not affect the merits, of the lis embodied, in, both the COMS. No costs.

13th August, 2019
(priti)

(Sureshwar Thakur),
Judge.

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P. C.
Sureshwar Thakur
Jr

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA**CWP No.:** 2641 of 2018**Date of Decision:** 05.11.2018**Mr. Daman Kapoor**

.....Petitioner.

Vs.

The State of Himachal Pradesh and others

.....Respondents.

Coram:**The Hon'ble Mr. Justice Surya Kant, Chief Justice****The Hon'ble Mr. Justice Ajay Mohan Goel, Judge****Whether approved for reporting?¹**

For the petitioner:

M/s Sunil Choudhary and Preeti Shah,
Advocates.

For the respondents:

Mr. Ashok Sharma, Advocate General,
with M/s J. K. Verma and Ashwani
Sharma, Additional Advocate Generals,
for the respondent-State.Mr. T.S. Chauhan, Advocate, for the
respondent-HPSEBL.Mr. Naresh Kumar Gupta, Advocate, for
the respondent-Municipal Corporation,
Shimla.Mr. Maan Singh, Advocate, for the
respondent-Pollution Control Board.**Surya Kant, Chief Justice (Oral):**

Learned counsel for the petitioner seeks and is permitted to withdraw this writ petition, with liberty to the petitioner to pursue his representation/complaint with the Authorities. The writ

¹Whether the reporters of the local papers may be allowed to see the judgment?

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petition stands disposed of, so also pending miscellaneous applications, if any.

(Surya Kant)
Chief Justice

(Ajay Mohan Goel)
Judge

November 05, 2018
(bhupender/YSC)

High Court of H.P.

A T C

Ajay Mohan Goel
AJG

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Annex: R 16 / 11
**REAL ESTATE REGULATORY AUTHORITY,
HIMACHAL PRADESH**

1. M/S Diamond Traexim Pvt. Ltd. ...Complainant
Versus
M/S Nirvana Woods and Hotels Pvt. Ltd. ...Non-complainant
2. Shri Daman Kapoor, s/o Shri Jagdish Chand, r/o 5 (2) Muhal, Lower
Bhagwahan, Ward no. 9, Tehsil- Sadar Mandi, District Mandi, Himachal
Pradesh-175001. ...Complainant
Versus
M/S Nirvana Woods and Hotels Pvt. Ltd. ...Non-complainant
3. Shri Sunil Kumar Sood, R/O House no. 142, Sector 7, Panchkula,
Haryana ...Complainant
Versus
M/S Nirvana Woods and Hotels Pvt. Ltd. ...Non-complainant
4. Dr. Pawan Kumar Banta, House no. 500 A, Sector IV, New Shimla-
171009, Himachal Pradesh ...Complainant
Versus
M/S Nirvana Woods and Hotels Pvt. Ltd. ...Non-complainant

Present: -

**Shri Ranjeet Singh, Advocate for the Complainant M/S
Diamond Traexim Pvt. Ltd.**

Shri Sunil Kumar Sood, in person

Shri Pankaj Gupta for Nirvana Woods and Hotels Pvt. Ltd.

Dr. Pawan Kumar Banta,

**Sh. D.N. Kaundal, Project Architect, Nirvana Woods & Hotel
Pvt. Ltd.,**

**Shri Mayank Manta, Assistant District Attorney, Department
of Town & Country Planning for the State of Himachal
Pradesh.**

Date of Order: 03.01.2020

QUORUM: - Shrikant Baldi - CHAIRPERSON

B.C. Badalia -MEMBER

Rajeev Verma - MEMBER

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Badalia

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BRIEF FACTS OF THE CASE

The present matter refers to a series of complaint(s) filed under the provisions of the Real Estate (Regulation and Development) Act, 2016 seeking immediate appropriate action (including stopping of unauthorized and illegal development & construction of the residential/ commercial colony/ complex on any agricultural land) against M/S Nirvana Woods and Hotels Pvt. Ltd.

The Complainant M/S Diamond Traexim Pvt. Ltd. had filed a sequel of complaints before the competent authority under the Real Estate (Regulation and Development) Act' 2016 dated 28.06.2018 alleging that appropriate action including stopping of unauthorized and illegal development & construction of the residential/ commercial colony/ complex on agricultural land be taken against the non-complainant M/S Nirvana Woods and Hotels Pvt. Ltd. Similar allegations were leveled by the Complainant Shri Sunil Kumar Sood against the non-complainant M/S Nirvana Woods and Hotels Pvt. Ltd. for strict compliance of the order dated 26.06.2018 passed by the Hon'ble High Court of Himachal Pradesh directing the parties to maintain status quo selling, alienating or creating any third party right or interest upon the suit property.

Shri Daman Kapoor vide his complaint dated 15.09.2018 and Dr. Pawan Kumar Banta vide complaint dated 5.12.2018 have filed General Complaints (GCs) against M/S Nirvana Woods and Hotels Pvt. Ltd alleging the unauthorized and illegal development and construction activities are being carried out in the vicinity of the without any sanctions/ permissions/ approvals/ NOC's from any of the competent Authorities.

Brief facts of the case as per the office record are that the Member Secretary, Special Area Development Authority, Shoghi has approved the drawings of the Non Complainant/ Respondent on 27.11.2015 and subsequently Licence certificate under Section 78 p (3) of the Himachal Pradesh Town & Country Planning Act' 1977 was issued on 17.12.2015 in the name of Shri Sunil Kumar Sood, owner of the project land for developing land

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as Colony namely **Nirvana Woods**. The revised drawings of the project in question were approved on 01.03.2017 by the Member Secretary, SADA, Shoghi and conveyed to the complainant Shri Sunil Kumar Sood under the provisions of Chapter IX-A & B of the Himachal Pradesh Town & Country Planning Act' 1977 and Rules' 2014. The Himachal Pradesh State Pollution Control Board then had issued the consent to establish the colony/ aforesaid project on 03.03.2017. Further, Sh. Sunil Sood transferred the project including the license certificate under the Chapter IX-A & B of the Himachal Pradesh Town & Country Planning Act' 1977 and Rules' 2014 to the non complainant M/S Nirvana Woods & Hotels Pvt. Ltd. after getting necessary approval from the competent authority in name of **M/S Nirvana Woods & Hotels** on 04.08.2017.

M/S Nirvana Woods and Hotels Pvt. Ltd. had applied for the purpose of registration of real estate project situated at Up Mohal Kiari/ Rirka, Tehsil and District Shimla, Himachal Pradesh measuring 31,768 sqm with the Himachal Pradesh Real Estate Regulatory Authority (herein referred as HP RERA) on 20.12.2017. Subsequently, the Complainant, M/S Diamond Traexim Pvt. Ltd. through its authorized signatory filed a sequel of complaints against the Real Estate Project of M/S Nirvana Woods and Hotels Pvt. Ltd. The disputing contesting parties in the instant case are already pursuing the matter before the Hon'ble High Court of Himachal Pradesh as to the civil liabilities and implications related to the project under question amongst themselves in OMP nos. 415 of 2017 & OMP nos. 184,128,455 & 637 of 2018 in COMS no. 8 of 2017 and OMP nos. 269, 285, 459, 490 and 2018 in COMS no. 23 of 2018 and COMS no. 25 of 2018.

It becomes important to mention herein that the Hon'ble High Court of Himachal Pradesh vide its order dated 18.12.2017 had passed the following directions, the relevant operative part of which is summarized as under:-

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"In the meanwhile, till further orders, the parties are directed to maintain status quo selling, alienating or creating any third party right or interest upon the suit property."

Further, the Hon'ble High Court was pleased to issue following directions, vide its order dated 27.09.2018 directing that,

"The learned counsel for the plaintiff(s) in COMS No. 8 of 2017 and COMS No. 23 of 2018, have, placed on record, a, notification, of, 14.10.2016, issued by the competent Authority, with disclosures therein, qua, the lands in respect whereof sale deeds are executed, hence occurring within the limits of Municipal Corporation, Shimla. The requisite building permission, there from, though required, yet does not exist, on record.

Consequently, the defendants concerned may raise construction upon the suit land, only upon theirs holding the requisite permission, if any, granted by all the statutory authorities concerned, besides till an adjudication is meted, upon, the afore OMPs, there up to, the authorities concerned, may not, process, the building plans."

The Hon'ble High Court of Himachal Pradesh decided the aforesaid matter vide its judgment dated 13.08.2019 had directed as under, the relevant extract of which is summarized as under,

"Be that as it may, the rejection of the afore espousal of the plaintiff in COMS no.23 of 2018, would not relive M/s Nirvana Woods and Hotels Pvt. Ltd., of, the dire obligations, of, its ensuring its raising constructions, upon, the suit land, upon, its/ theirs holding, a, valid sanction, from the authorities concerned, vis-à-vis, the proposed construction. In sequel the contesting defendants are permitted to raise construction, only upon, its holding a validly meted sanction, by the authorities concerned, and, also if construction is commenced by M/s Nirvana Woods and Hotels Pvt. Ltd., filing an affidavit with a clear disclosure therein, that, it would not claim any equities, in, the construction raised, upon, the suit land. (a) even if a verdict adverse to it is pronounced, upon, COMS No. 8 of 2017, and, upon COMS No. 23 of 2018, (b) thereupon, the afore espousal made in the affidavit furnished, on behalf of M/s Nirvana Woods and Hotels Pvt. Ltd., shall obviously carry the requisite binding effects, upon, it. Since accordingly prima facie case is loaded in favour of the applicants/defendants concerned, balance of is convenience also is loaded in favour of the applicants/defendants concerned, and, also since, the, continuance of the order, strived to be modified rather would encumber hardship and injury, upon, the applicants/defendants concerned, hence not re-compensable in monetary terms thereupon, the relevant order(s), is/are, with the afore observations hence modified."

The parties to the complaint(s) have filed their written submissions/ replies before this Authority after issuance of notice for hearing and since the cause of action in the above complaints are common in nature hence all the complaints were taken up together for hearing since relief sought

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The present complaint(s) have two fold aspects. One aspect refers to immediate appropriate action including stopping of unauthorized and illegal development & construction of the residential/ commercial colony/ complex on any agricultural land against M/S Nirvana Woods and Hotels Pvt. Ltd and the second aspect relates to registration of the case of the project proponent under the provisions of Real Estate (Regulation and Development) Act' 2016. This authority confers itself no power as to the former issue in question, being a matter of civil liabilities amongst the disputing parties. On the second count, whether the case of the project proponent can be considered for the registration or not is the prima facie to be considered under the lights of the facts and circumstances of the present case as per the provisions of Real Estate (Regulation and Development) Act' 2016 read with HP Real Estate (Regulation and Development) Rules' 2017 or not along with locus standi of the complainant(s) to file and maintain the present complaints thereof.

To substantiate the process of registration of project under Real Estate (Regulation and Development) Act' 2016 read with HP Real Estate (Regulation and Development) Rules' 2017, the State of Himachal Pradesh has issued a clarification as to the implications of the provisions of the RERA vide its letter dated 23.03.2019, which specifies ***the salient features of the Real Estate (Regulations and Development) Act, 2016. As the objectives, spirit and intention of the Act of 2016 would reveal, the Act of 2016 has been enacted with view to establish the Real Estate Regulatory Authority for regulation and promotion of real estate sector and to ensure sale of plot, apartment and building or sale of real estate project, in efficient and transparent manner and to protect the interest of consumers in the real estate. The provisions of RERA require developers of project and agent to mandatory register their project (including ongoing project for which completion certificate has not been issued, the registration has to be obtained mandatorily within a period of three months from May 1, 2017. Any violation of section 3 by the promoters could result in a penalty up***

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10% of the estimated cost of the project. Further, section 88 of the RERA does not bar application of other law. It provides that the provision of the Act shall be in addition to, and not in derogation of the provisions of any other law for the time being in force. However, section 89 of the Act gives overriding effect to the provisions of the RERA. Section 89 thus stipulates that the provision of the RERA shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force. Further, section 84 of the Act *ibid*, *interalia*, empowers the appropriate Government within a period of six months to make/notify rules for carrying out the provisions of the RERA.

Thus, the combined reading of the provisions and the whole scheme of the RERA, it transpires that the Legislature has expressly intended to apply the provisions of the Act retrospectively in as much as the Act applies not only to future projects but also to the ongoing projects, where the construction has begun prior to 1st May, 2017. The Act appears to be a piece of welfare legislation aiming at the protection of the interests of all stakeholders especially the interest of buyers.

One of the contesting parties to the matter, namely Shri Sunil Kumar Sood had raised certain objections during the course of hearing before the Hon'ble High Court vide order dated 13.08.2019 on certain counts, i.e. not having statutory permissions/ licenses/ sanctions/ NOC's and mutation. However, considering qua the decision rendered by the Hon'ble High Court the entire objection raised was rejected as the said project has necessary statutory permissions/ licenses/ sanctions/ NOC's and copy of mutation. It is the basic principle of the established set of rule that filing of objections etc. does not operate as a stay of the proceedings under a decree or order.

The complaint(s) filed by the Shri Daman Kapoor and Dr. Pawan Kumar Banta being general in nature have been heard, we find no material

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substance to be adjudicated upon by this Authority. Hence the same are dismissed.

In view of the foregoing submissions, and after perusal of the case file & after hearing the disputing parties along with the Counsel present, official record along with the directions passed by the Hon'ble High Court of Himachal Pradesh vide its order dated 13.08.2019, the real estate project of M/s. Nirvana Woods and Hotels Pvt. Ltd. is fit for registration under the provisions of the Real Estate (Regulation and Development) Act' 2016. The real estate project may be registered strictly in consonance with the provisions of the Real Estate (Regulation and Development) Act' 2016 read with Himachal Pradesh Real Estate (Regulation and Development) Rules' 2017 subject to the further orders of the Hon'ble High Court of Himachal Pradesh in this matter. The complaints filed by M/S Diamond Traexim Pvt. Ltd and Shri Sunil Kumar Sood are therefore disposed of in view of the present order passed by this Authority. Files be consigned to the record room and copy of order be provided, free of cost, to the complainants and respondent.

Shimla

03.01.2020

skand
Shrikant Baldi - CHAIRPERSON

B. C. Badalia
B.C. Badalia - MEMBER

Rajeev Verma
Rajeev Verma - MEMBER

Real Estate Regulatory Authority,
Himachal Pradesh, Shimla-2.

A J C
Sunil Kumar Sood
ASU



231 Annex: R16/19
State Level Environment Impact Assessment Authority
Himachal Pradesh

Ministry of Environment Forest & Climate Change, Government of India,
at Department of Environment Science & Technology,
Paryavaran Bhawan, Near US Club, Shimla-1
Ph: 0177-2636339, 2639608, Fax: 2639609

Dated: 29/1/2019

No. IIPSEIAA/2008/22/Vol-VII/40th Meeting/

PROCEEDINGS OF 40th MEETING OF SEIAA, HIMACHAL PRADESH, HELD UNDER THE
CHAIRPERSONSHIP OF SH. BAL RAM SHARMA, IAS (RETD.) ON 29th JANUARY 2019.

ITEM NO. 1:

Confirmation of the Minutes of the 38th Meeting on 12th November, 2018 & 39th Meeting on dated 12th January, 2019.

There were no additional comments on minutes, hence, the minutes of meetings of HPSEIAA were confirmed.

ITEM NO. 2: CASES FOR EC AS PER RECOMMENDATIONS OF SEAC 59th MEETING:

2.1 Sh. Shamsheer Katoch, S/o Sh. Jeevan Chand, Prop. M/s Mahadev Enterprises, Village & Post Office-Bhulana, Tehsil-Bajjnath, District-Kangra, H.P.

Brief outline of the project:

- | | |
|---------------------|---|
| a) Proposal No. | SIA/HP/MIN/65948/2017 dated 05.07.2017
HP SEIAA/2017/547 |
| b) Project type | Extraction/collection of Sand, Stone & Bajri. |
| c) Project Location | Khasra number falling in 3122/2966/1 falling in Mauza Jaisinghpur, Mohal Dalu of Tehsil-Jaisinghpur, District-Kangra. |
| d) Capacity | 1,00,000 TPA |
| e) Mining Area | 11-60-66 ha (Govt. land) |
| f) EMP Cost | Capital Cost: Rs. 7.0 lakhs; Recurring cost: Rs. 1.40 lakhs. |
| g) CSR Cost | Capital Cost: Rs. 1.24 lakhs; Recurring cost: Rs. 0.24 lakhs. |

The proposed project is extraction/collection of Sand, Stone & Bajri from the river bed area. The proposed area lies on the right bank of river Beas. The operation will be manual with use of hand tools like shovels, hammer, crow bar, scraping tools, digging tools etc.

The case was listed in 54th meeting of SEAC, with certain observations. The case was again listed in 59th Meeting of SEAC after compliance to these observations. The Committee in its 59th meeting recommended the case application for consideration of grant of environmental clearance by the SEIAA, subject to fulfillment of conditions annexed at Annexure-I with a special condition that the project proponent shall obtain Forest Clearance if applicable, prior to starting mining activities with the additional specific conditions as under:

- The project proponent shall submit muck dumping details with locations indicating Khasra Numbers, area measurements.
- The project proponent shall submit the details of proposed silt management & river bank protection plan with required measures including construction of check dam/ bio-engineering measures etc.

The project proponent vide letter dated nil has submitted the compliance to the above observations.

The case was listed before the SEIAA in its 40th Meeting. After deliberating on the recommendations of SEAC, the Authority approved the grant of Environment Clearance in favour of the Unit stipulating the conditions recommended by the SEAC.

Order taken

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Kalia dated 26/9/2015.

The case was listed before the SEIAA in its 40th Meeting. After deliberating on the documents submitted by the project proponent, the Authority approved to transfer the Environment Clearance in the name of Mrs. Rupali Sharma, W/o Sh. Vishal Kalia, M/s Vipasha Stone Crusher, Near Sub Post Office Ram Nagar, Tehsil Dharamshala, Distt. Kangra HP

ITEM 6: OTHER ITEMS.

6.1 ~~Sh. Sunil Kumar Sood, M/s Homeland Exotica Mixed Land use Construction Project at Village Kiyari & Rirka, Tehsil & Distt. Shimla, HP.~~

The Environmental Clearance was granted by the HPSEIAA in favour of Sh. Sunil Kumar Sood, M/s Homeland Exotica, 143, Sector-7, Panchkula, Haryana for the Mixed land use construction project at Village Kiyari & Rirka, Tehsil & Distt. Shimla, HP. vide letter No. HPSEIAA/2015/360/02 dated 1/4/2016.

A request letter of Sh. Sunil Kumar Sood dated 20/4/2016 has requested to change the project name to Sh. Sunil Kumar Sood M/s Nirvana Woods in place of project name Sh. Sunil Kumar Sood, M/s Homeland Exotica.

The request of PP (Project Proponent) was placed before SEIAA in 27th Meeting & the change of name was approved by the authority. Before issuance the change of name letter the PP was asked to submit the desired documents like Essentiality Certificate etc. The project proponent submitted the Essentiality Certificate issued by the TCP dated 16-3-2017 vide File No. TCP-F(4)/2017 in the name of Nirvana Woods.

The case was again placed before SEIAA in 38th Meeting. The SEIAA in its 38th meeting decided that keeping in view the fact that the revenue papers w.r.t. sale deed, transfer of the EC certificate are not available and needs to be examined before change of name in EC letter letter is considered. The PP also need to submit authorization letter as sole proprietorship decision in the matter. The SEIAA decided that:

- i) The project proponent may submit a copy of sale deed papers of Sh. Sunil Kumar Sood, M/s Homeland Exotica in the name of M/s Nirvana Woods whereby land in reference has been purchased/ transferred by/to Nirvana Wood with all rights.
- ii) The proprietor of M/s Nirvana Woods shall furnish certificate or Authority of Sole proprietorship of M/s Nirvana Wood.

The project proponent vide letter dated 19.11.2018 has submitted the compliance to the above observations.

A complaint has also been filed against the project (Nirvana Wood) by Sh. Pawan Kumar Banta, House No. 500-A, Sector-4 News Shimla-9 addressing to the office of MS (HPSEIAA) and others on dated 5/12/2018.

An another complaint has also been filed by Mr. Daman Kapoor in view of the Hon'ble Division Bench of the Hon'ble HP High Court vide order dated 5/11/2018 vide which the CWP/PIL No. 2641 of 2018 was disposed off granting liberty to the complainant to pursue his representation/ complaint with the authorities including MS (HPSEIAA).

The SEIAA after deliberating on the matter authorized HPSEIAA Secretariat to examine the matter and take appropriate action through Member Secretary (SEIAA).

6.2 Representation of Sh. Achhar Singh S/o Sh. Sangara Singh R/o village and PO Sari, Tehsil Sarkaghat, District Mandi, HP.

The Environment Clearance was granted to Smt. Ruma Devi W/o Sh. Ramesh Chand, Village Parchhu, PO Sujau Piplu, Tehsil Sarkaghat, Mandi vide letter No. HPSEIAA/2015/411-Smt. Ruma Devi-5061 dated 9/3/16.

[Handwritten signature]
Smt. Ruma Devi
2016

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Annex: R/6/13 (copy)
ANNEXURE "A"

Mr. Damian Kapoor
S/o Mr. Jagdish Chand
R/o 5(2) Mohal, Lower Bhagwahan
Ward No.9, Tehsil- Sadar Mandi,
Distt. Mandi (HP)175001

SPEED POST

September 15, 2018

To;

1. Chief Secretary
Government of Himachal Pradesh
Armsdale Building,
Secretariat Shimla (HP),
Pin Code - 171002
2. Executive Engineer
Shimla Rural Division
H.P.P.W.D., Dhani
3. The Chief Fire Officer
Himachal Pradesh, Shimla-2
4. Executive Engineer
I & PH Department
Division No. 2, Near ISBT - Tuti Kandi,
Shimla
5. Executive Engineer
I & PH Department
Division No. 1, Shimla-9
6. The Member Secretary,
Himachal Pradesh Ground Water
Authority-Cum-Superintending
Engineer (Planning & Investigation
Unit-II) Jal Bhawan, Kasumpti,
Shimla-9
7. Senior Executive Engineer
Shimla Electrical Division No. 1,
Himachal Pradesh State Electricity
Board Ltd., Khalini, Shimla-171002
8. Divisional Forest Officer,
Shimla Forest Range Division,
Shimla (H.P.)
9. The Pradhan,
Gram Panchayat
Village Kiyari, Tehsil and Distt.
Shimla
10. The Pradhan
Gram Panchyat
Village Rirka, Tehsil and Distt. Shimla
11. The Member Secretary,
H.P. State Pollution Control Board,
Him Parivesh, Phase-III,
New Shimla-171009
12. Member Secretary
State Level Environment Impact
Assessment Authority, Himachal
Pradesh, Ministry of Environment,
Forest & Climate Change, Government
of India, at Department of
Environment Science & Technology,
Paryavaran Bhawan, Near US Club
Shimla - 1
13. Director, Tourism Department of
Tourism Govt. of Himachal Pradesh
Building No. 28, Kasumpti, Shimla.
14. Registration Authority RERA
C/o Town & Country Planning
Department Himachal Pradesh Shimla

Sub.: Unauthorised & Illegal Development & Construction of a Hotel / Tourism / Commercial/ Residential Project by M/s. Nirvana Woods & Resort Pvt. Ltd., on Agriculture Land Admeasuring 03-17-68 Hectares at Up Mohal Kiyari / Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh without any sanctions/ permissions/ approvals/ NOC's from any of the competent authority(ies)

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Sir,

I am a Himachali residing at 5(2) Muhal, Lower Bhagwahan, Ward No.9, Tehsil- Sadar Mandi, Distt. Mandi (HP)175001, and is holding Voter ID Card No. BLK0837856 dated 30.08.2007. I am concerned with my State of Himachal Pradesh and its residents. Sir as a Himachali it is my duty to bring to your kind notice that in UTTER VIOLATION & DISREGARD OF LAWS OF STATE OF HIMACHAL PRADESH, M/s. Nirvana Woods & Resort Pvt. Ltd., having its Office at Up Mohal Kiari / Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh, are engaged in the UNAUTHORISED & ILLEGAL DEVELOPMENT & CONSTRUCTION OF A HOTEL / TOURISM / COMMERCIAL/ RESIDENTIAL PROJECT on the Agriculture Land admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla (R), Himachal Pradesh, in the following Khatoni Nos./Khasra Nos:-

Khatoni No./ Khasra No. of Agricultural Land Admeasuring 03-17-68 hectares at Up Mohal Kiari/Rirka, Tehsil Shimla (R), District Shimla, Himachal Pradesh.					
S. NO.	Khatuni No.	Khasra No.	Sq. Mtrs Measuring	Hectares Measuring	Address
1	25/50	1	2224	00-22-24	Up Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
2	25/50, 21/44, 22/46, 26/51	2,3,4,8,9,6,7,5	3093	00-30-93	Up Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
3	23/48	321/10	2781	00-27-81	Up Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
4	210/317	647, 648	531	00-05-31	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
5	18/39, 210/317	640, 641, 408, 1368/1137/632, 1369/1137/632, 642,643,645,644,646,649	18423	01-84-23	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
6	210/317	613/1, 630, 631	4716	00-47-16	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
TOTAL			31768	03-17-68	

2. Sir, as per the law of the State of Himachal Pradesh for the development & construction of the Hotel / Tourism / Commercial/ Residential Project on the aforesaid Agricultural Land, it is mandatory for M/s. Nirvana Woods & Resort Pvt. Ltd., to obtain following sanctions/ permissions/ approvals/ NOC's from various State Government Authorities/Departments:-

S.N.	NAME OF THE APPROVAL REQUIRED	DEPARTMENT FROM APPROVAL REQUIRED	THE CONCERNED OFFICERS TO GRANT APPROVAL
1.	Consent to use Approach Road	HPPWD	Executive Engineer Shimla Rural Division H.P.P.W.D., Dhani
2	NOC for	Fire Department	The Chief Fire Officer

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	Establishing a Colony		Himachal Pradesh, Shimla-2
3	NOC for Connection of Sewerage to colony.	IPH Sewerage Department	Executive Engineer I & PH Department Division No. 2, Near ISBT - Tuti Kandi, Shimla
4	NOC for water connection for colony	IPH Water Department	Executive Engineer I & PH Department Division No. 1, Shimla-9
5	Permission for Bore well for use of Ground water for colony.	Ground Water	The Member Secretary, Himachal Pradesh Ground Water Authority-Cum-Superintending Engineer (Planning & Investigation Unit-II) Jal Bhawan, Kasumpti, Shimla-9
6	NOC for Establishing a colony	HPSEB	Senior Executive Engineer Shimla Electrical Division No. 1, Himachal Pradesh State Electricity Board Ltd., Khalini, Shimla-171002
7	NOC for Establishing a Colony	Forest Department	Divisional Forest Officer, Shimla Forest Range Division, Shimla (H.P.)
8	NOC for Establishing a Colony	Gram Panchyat	i) The Pradhan, Gram Panchayat Village Kiyari, Tehsil and Distt. Shimla ii) The Pradhan Gram Panchyat Village Rirka, Tehsil and Distt. Shimla
9	Consent to set up a colony & Hotel.	H.P. Pollution Control Board	The Member Secretary, H.P. State Pollution Control Board, Him Parivesh, Phase-III, New Shimla-171009
10	Environmental Clearance	State Level Environment Impact Assessment Authority	Member Secretary State Level Environment Impact Assessment Authority, Himachal Pradesh, Ministry of Environment, Forest & Climate Change, Government of India, at Department of Environment Science & Technology, Paryavaran Bhawan, Near US Club Shimla - 1
11	Registration with Tourism Department	Director Tourism Department of Tourism Govt. of Himachal Pradesh	Director Tourism Department of Tourism Govt. of Himachal Pradesh Building No. 28, Kasumpti, Shimla.
12	Registration with RERA	Registration Authority RERA	Registration Authority RERA C/o Town & Country Planning Department Himachal Pradesh Shimla

3. Sir, as per various informations provided by certain departments under the RTI Act, it has transpired that M/s. Nirvana Woods & Resort Pvt. Ltd., have not obtained any of the above sanctions/ permissions/ approvals/ NOC's & they are carrying out unauthorized & illegal development & construction of the Hotel / Tourism / Commercial/ Residential Project on the aforesaid Agriculture Land.

4. That from the informations provided by certain departments under the RTI Act, the undersigned have come to know that M/s Nirvana woods and Hotels Pvt. Ltd. is

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carrying out Unauthorised & Illegal Development & Construction of a Hotel / Tourism / Commercial/ Residential Project on the aforesaid Agriculture Land admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla (R), Himachal Pradesh as there are no sanctioned Plans and sanctions/ permissions/ approvals/ NOC's granted to M/s Nirvana woods and Hotels Pvt. Ltd. to carryout construction on the aforesaid land at UP Mohal Kiari/Rirka, Tehsil and District Shimla (R), Himachal Pradesh. It is submitted that M/s Nirvana woods and Hotels Pvt. Ltd. have been carrying on illegal construction on the aforesaid land at UP Mohal Kiari/Rirka, Tehsil and District Shimla (R), Himachal Pradesh, without obtaining any kind of permissions/ approvals / NOC / Sanctions from any of the statutory and government authorities. That in support of the fact that no such sanctions/ permissions/ approvals/ NOC's have been granted to M/s Nirvana woods and Hotels Pvt. Ltd. for carrying out any kind of construction activity on the aforesaid Land, the undersigned is bringing to your kind notice the following letters obtained under the RTI Act from various statutory / government authorities stating that no sanctions/ permissions/ approvals/ NOC's have been granted to them to M/s Nirvana woods and Hotels Pvt. Ltd. i.e. M/s Nirvana woods and Hotels Pvt. Ltd.:-

- (a) Letter No. HIM/TP/HPRERA/RTI/2017/Vol-1/3413-14 dated 20.07.2018 from Town and Country Planning Department Himachal Pradesh issued by Anjali Sharma, Public Information Officer-cum-Town & country Planner (RERA), Town & country Planning Deptt., Himachal Pradesh, Shimla-171009 stating / confirming that "till date no real estate project of Nirvana Woods and Hotels Pvt. Ltd., situated at Village Kiyari, Tehsil & District Shimla, H.P. has been registered under Real Estate (Regulation & Development Act, 2016)".

A copy of Letter No. HIM/TP/HPRERA/RTI/2017/Vol-1/3413-14 dated 20.07.2018 from Town and Country Planning Department Himachal Pradesh issued by Anjali Sharma, Public Information Officer-cum-Town & country Planner (RERA), Town & country Planning Deptt., Himachal Pradesh, Shimla-171009 is attached herewith as Annexure "A".

- (b) Letter No. MC.SD-RTI/2018 - 4930 dated 04.08.2018 from Sewerage Division Municipal Corporation Shimla issued by PIO-Cum-Executive Engineer, Sewerage Division. M.C. Tutikandi Shimla-4 stating/ confirming that "there is no approval or permission granted by Sewerage Division Tutikandi Shimla regarding Sewerage Connection / line to NIRVANA WOODS AND HOTELS PVT. LTD., VILAGE KIYARI as per record."

A copy of Letter No. MC.SD-RTI/2018 - 4930 dated 04.08.2018 from Sewerage Division Municipal Corporation Shimla issued by PIO-Cum-Executive Engineer, Sewerage Division. M.C. Tutikandi Shimla-4 is attached herewith as Annexure "B".

- (c) Letter No. 6-25/2006-(RTI)-DTO-SML-/001 dated 27.07.2018 from Public Information Officer, Deputy Director Tourism, Shimla District Shimla-9 stating / confirming that "the information required by you is not available in this office, as this office not issued registration certificate or any other licence to Nirvana Woods hotels Pvt. Ltd., so the information treated as nil."

A copy of Letter No. 6-25/2006-(RTI)-DTO-SML-/001 dated 27.07.2018 from Public Information Officer, Deputy Director Tourism, Shimla District Shimla-9 is attached herewith as Annexure "C".

- (d) Letter No. NO.HOM (FS)SML (B) (2) 9/08-1842 dated 21.08.2018 issued by Divisional Fire Officer, Fire Division, Shimla -2 which states that the NOC by the Fire Department have not been granted to M/s Nirvana Woods Hotels Pvt. Ltd., Village Kiyari.

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A copy of the Letter No. NO.HOM (FS)SML (B) (2) 9/08-1842 dated 21.08.2018 issued by Divisional Fire Officer, Fire Division, Shimla -2 is attached herewith as Annexure "D".

- (e) Letter bearing F. No. HPSEIAA/RTI/2010/25-Vol-II-2174 dated 10.08.2018 from HP State Level Environment Impact Assessment Authority, Ministry of Environment, Forest & Climate Change, Government of India, at Department of Environment Science & Technology, Paryavaran Bhawan, Near US Club, Shimla-1, which states that "No Environment Clearance has been granted to Nirvana Woods and Hotels Pvt. Ltd., Village Kiyari".

A copy of Letter bearing F. No. HPSEIAA/RTI/2010/25-Vol-II-2174 dated 10.08.2018 from HP State Level Environment Impact Assessment Authority, Ministry of Environment, Forest & Climate Change, Government of India, at Department of Environment Science & Technology, Paryavaran Bhawan, Near US Club, Shimla-1 is attached herewith as Annexure "E".

5. Sir, M/s. Nirvana woods & resort Pvt. Ltd., & its Directors have no regard for any law of the state of Himachal Pradesh, and they are habitual offenders.

6. Sir, it is submitted that in utter violation of the law of the State of Himachal Pradesh & by hoodwinking the State Authority(ies)/Departments of State Himachal Pradesh, M/s. Nirvana Woods & Resort Pvt. Ltd., are cheating the innocent people by unauthorisedly collecting their hard earned money in an unauthorized & illegal Hotel / Tourism / Commercial/ Residential Project being constructed by them on the aforesaid Agricultural Land.

7. Sir, it is expected that M/s. Nirvana Woods & Resort Pvt. Ltd., after cheating the people & collecting their hard earned money shall run away from the Country leaving one of the BIGGEST SCAM to be solved by the Law Enforcement Agencies of the State of Himachal Pradesh.

8. In view of the aforesaid, it is necessary that an immediate appropriate action (including stopping of unauthorized & illegal development & construction of the Hotel / Tourism / Commercial/ Residential Project on Agricultural Land), in accordance with law is taken against M/s. Nirvana Woods & Resort Pvt. Ltd., for constructing an unauthorised Hotel / Tourism / Commercial/ Residential Project on Agriculture Land admeasuring 03-17-68 hectares situated at Up. Mohal Kiari / Rirka, Tehsil and District Shimla (R), Himachal Pradesh without any sanctions/ permissions/ approvals/ NOC's. Sir, kindly take immediately action falling which I shall be constrained to take legal recourse in this regard.

Thanking you,
Yours faithfully,

(Daman Kapoor)
Encl. as above

CC to: M/s. Nirvana Woods & Resort Pvt. Ltd., Office at Up Mohal Kiari / Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh, with a humble request to provide us copy of the sanctions/ permissions/ approvals/ NOC's. if any received by you from any of the competent authority(ies) mentioned in para 2 hereinabove and/ or any other competent authority(ies)

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Mr. Daman Kapoor
S/o Mr. Jagdish Chand
R/o 5(2) Muhal, Lower Bhagwahan
Ward No.9, Tehsil- Sadar Mandi,
Distt. Mandi (HP)175001

SPEED POST

September 18, 2018

To;

1. Chief Secretary
Government of Himachal Pradesh
Armsdale Building,
Secretariat Shimla (HP),
Pin. Code - 171002
2. Executive Engineer
Shimla Rural Division
H.P.P.W.D., Dhani
3. The Chief Fire Officer
Himachal Pradesh, Shimla-2
4. Executive Engineer
I & PH Department
Division No. 2, Near ISBT - Tuti Kandi,
Shimla
5. Executive Engineer
I & PH Department
Division No. 1, Shimla-9
6. The Member Secretary,
Himachal Pradesh Ground Water
Authority-Cum-Superintending
Engineer (Planning & Investigation
Unit-II) Jal Bhawan, Kasumpti,
Shimla-9.
7. Senior Executive Engineer
Shimla Electrical Division No. 1,
Himachal Pradesh State Electricity
Board Ltd., Khallini, Shimla-171002
8. Divisional Forest Officer,
Shimla Forest Range Division,
Shimla (H.P.)
9. The Pradhan,
Gram Panchayat
Village Kiyari, Tehsil and Distt.
Shimla
10. The Pradhan
Gram Panchyat
Village Rirka, Tehsil and Distt. Shimla
11. The Member Secretary,
H.P. State Pollution Control Board,
Him Parivesh, Phase-III,
New Shimla-171009
12. Member Secretary
State Level Environment Impact
Assessment Authority, Himachal
Pradesh, Ministry of Environment,
Forest & Climate Change, Government
of India, at Department of
Environment Science & Technology,
Paryavaran Bhawan, Near US Club
Shimla - 1
13. Director Tourism Department of
Tourism Govt. of Himachal Pradesh
Building No. 28, Kasumpti, Shimla.
14. Registration Authority RERA
C/o Town & Country Planning
Department Himachal Pradesh Shimla
15. Commissioner, Municipal Corporation,
The Mall Shimla - 171001

Sub.: Unauthorised & Illegal Development & Construction of a Hotel / Tourism / Commercial/ Residential Project by M/s. Nirvana Woods & Resort Pvt. Ltd., on Agriculture Land Admeasuring 03-17-68 Hectares at Up Mohal Kiari / Rirka, Tehsil Shimla (R), District Shimla, Himachal Pradesh without any sanctions/ permissions/ approvals/ NOC's from any of the competent authority(ies)

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Sir,

I am a Himachali residing at 5(2) Muhal, Lower Bhagwahan, Ward No.9, Tehsil- Sadar Mandi, Distt: Mandi (HP)175001, and is holding Voter ID Card No. BLK0837856 dated 30.08.2007. I am concerned with my State of Himachal Pradesh and its residents. Sir as a Himachali it is my duty to bring to your kind notice that in UTTER VIOLATION & DISREGARD OF LAWS OF STATE OF HIMACHAL PRADESH, M/s. Nirvana Woods & Resort Pvt. Ltd., having its office at Up Mohal Kiari / Rirka, Tehsil Shimla (R), District Shimla, Himachal Pradesh, are engaged in the UNAUTHORISED & ILLEGAL DEVELOPMENT & CONSTRUCTION OF A HOTEL / TOURISM / COMMERCIAL/ RESIDENTIAL PROJECT on the Agriculture Land admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla (R), Himachal Pradesh, in the following Khatoni Nos./Khasra Nos:-

Khatoni No./ Khasra No. of Agricultural Land Admeasuring 03-17-68 hectares at Up Mohal Kiari/Rirka, Tehsil Shimla (R), District Shimla, Himachal Pradesh.					
S. NO.	Khatoni No.	Khasra No.	Sq. Mtrs Measuring	Hectares Measuring	Address
1	25/50	1	2224	00-22-24	Up Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
2	25/50, 21/44, 22/46, 26/51	2,3,4,8,9,6,7,5	3093	00-30-93	Up Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
3	23/48	321/10	2781	00-27-81	Up Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
4	210/317	647, 648	531	00-05-31	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
5	18/39, 210/317	640, 641, 408, 1368/1137/632, 1369/1137/632, 642,643,645,644,646,649	18423	01-84-23	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
6	210/317	613/1, 630, 631	4716	00-47-16	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
	TOTAL		31768	03-17-68	

2. Sir, as per the law of the State of Himachal Pradesh for the development & construction of the Hotel / Tourism / Commercial/ Residential Project on the aforesaid Agricultural Land, it is mandatory for M/s. Nirvana Woods & Resort Pvt. Ltd., to obtain following sanctions/ permissions/ approvals/ NOC's from various State Government Authorities/Departments:-

S.N.	NAME OF THE APPROVAL REQUIRED	DEPARTMENT FROM APPROVAL REQUIRED	THE CONCERNED OFFICERS TO GRANT APPROVAL
1.	Consent to use Approach Road	HPPWD	Executive Engineer Shimla Rural Division H.P.P.W.D., Dhamsi
2	NOC for Establishing a Colony	Fire Department	The Chief Fire Officer Himachal Pradesh, Shimla-2

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3	NOC for Connection of Sewerage to colony.	IPH Sewerage Department	Executive Engineer I & PH Department Division No. 2, Near ISBT - Tuti Kandi, Shimla
4	NOC for water connection for colony	IPH Water Department	Executive Engineer I & PH Department Division No. 1, Shimla-9
5	Permission for Bore well for use of Ground water for colony.	Ground Water	The Member Secretary, Himachal Pradesh Ground Water Authority-Cum-Superintending Engineer (Planning & Investigation Unit-II) Jal Bhawan, Kasumpti, Shimla-9
6	NOC for Establishing a colony	HPSEB	Senior Executive Engineer Shimla Electrical Division No. 1, Himachal Pradesh State Electricity Board Ltd., Khalini, Shimla-171002
7	NOC for Establishing a Colony	Forest Department	Divisional Forest Officer, Shimla Forest Range Division, Shimla (H.P.)
8	NOC for Establishing a Colony	Gram Panchyat	i) The Pradhan, Gram Panchayat Village Kiyari, Tehsil and Distt. Shimla ii) The Pradhan, Gram Panchyat Village Rirka, Tehsil and Distt. Shimla
9	Consent to set up a colony & Hotel.	H.P. Pollution Control Board	The Member Secretary, H.P. State Pollution Control Board, Him Parivesh, Phase-III, New Shimla-171009
10	Environmental Clearance	State Level Environment Impact Assessment Authority	Member Secretary State Level Environment Impact Assessment Authority, Himachal Pradesh, Ministry of Environment, Forest & Climate Change, Government of India, at Department of Environment Science & Technology, Paryavaran Bhawan, Near US Club Shimla - 1
11	Registration with Tourism Department	Director Tourism Department of Tourism Govt. of Himachal Pradesh	Director Tourism Department of Tourism Govt. of Himachal Pradesh Building No. 28, Kasumpti, Shimla.
12	Registration with RERA	Registration Authority RERA	Registration Authority RERA C/o Town & Country Planning Department Himachal Pradesh Shimla
13	Approval of Maps	Municipal Corporation	Commissioner, Municipal Corporation, The mall Shimla

3. Sir, as per various informations provided by certain departments under the RTI Act, it has transpired that M/s. Nirvana Woods & Resort Pvt. Ltd., have not obtained any of the above sanctions/ permissions/ approvals/ NOC's & they are carrying out unauthorized & illegal development & construction of the Hotel / Tourism / Commercial/ Residential Project on the aforesaid Agriculture Land.

4. That from the informations provided by certain departments under the RTI Act, the undersigned have come to know that M/s Nirvana woods and Hotels Pvt. Ltd. is carrying out Unauthorised & Illegal Development & Construction of a Hotel / Tourism / Commercial/ Residential Project on the aforesaid Agriculture Land admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla (R), Himachal

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Pradesh as there are no sanctioned Plans and sanctions/ permissions/ approvals/ NOC's granted to M/s Nirvana woods and Hotels Pvt. Ltd. to carryout construction on the aforesaid land at UP Mohal Kiari/Rirka, Tehsil and District Shimla (R), Himachal Pradesh. It is submitted that M/s Nirvana woods and Hotels Pvt. Ltd. have been carrying on illegal construction on the aforesaid land at UP Mohal Kiari/Rirka, Tehsil and District Shimla (R), Himachal Pradesh, without obtaining any kind of permissions/ approvals / NOC / Sanctions from any of the statutory and government authorities. That in support of the fact that no such sanctions/ permissions/ approvals/ NOC's have been granted to M/s Nirvana woods and Hotels Pvt. Ltd. for carrying out any kind of construction activity on the aforesaid Land, the undersigned is bringing to your kind notice the following letters obtained under the RTI Act from various statutory / government authorities stating that no sanctions/ permissions/ approvals/ NOC's have been granted to them to M/s Nirvana woods and Hotels Pvt. Ltd. i.e. M/s Nirvana woods and Hotels Pvt. Ltd.:-

- (a) Letter No. HIM/TP/HPRERA/RTI/2017/Vol-1/3413-14 dated 20.07.2018 from Town and Country Planning Department Himachal Pradesh issued by Anjali Sharma, Public Information Officer-cum-Town & country Planner (RERA), Town & country Planning Deptt., Himachal Pradesh, Shimla-171009 stating / confirming that "till date no real estate project of Nirvana Woods and Hotels Pvt. Ltd., situated at Village Kiyari, Tehsil & District Shimla, H.P. has been registered under Real Estate (Regulation & Development Act, 2016)".

A copy of Letter No. HIM/TP/HPRERA/RTI/2017/Vol-1/3413-14 dated 20.07.2018 from Town and Country Planning Department Himachal Pradesh issued by Anjali Sharma, Public Information Officer-cum-Town & country Planner (RERA), Town & country Planning Deptt., Himachal Pradesh, Shimla-171009 is attached herewith as Annexure "A".

- (b) Letter No. MC.SD-RTI/2018 - 4930 dated 04.08.2018 from Sewerage Division Municipal Corporation Shimla issued by PIO-Cum-Executive Engineer, Sewerage Division, M.C. Tutikandi Shimla-4 stating/ confirming that "there is no approval or permission granted by Sewerage Division Tutikandi Shimla regarding Sewerage Connection / line to NIRVANA WOODS AND HOTELS PVT. LTD., VILAGE KIYARI as per record."

A copy of Letter No. MC.SD-RTI/2018 - 4930 dated 04.08.2018 from Sewerage Division Municipal Corporation Shimla issued by PIO-Cum-Executive Engineer, Sewerage Division, M.C. Tutikandi Shimla-4 is attached herewith as Annexure "B".

- (c) Letter No. 6-25/2006-(RTI)-DTO-SML-/001 dated 27.07.2018 from Public Information Officer, Deputy Director Tourism, Shimla District Shimla-9 stating / confirming that "the information required by you is not available in this office, as this office not issued registration certificate or any other licence to Nirvana Woods hotels Pvt. Ltd., so the information treated as nil."

A copy of Letter No. 6-25/2006-(RTI)-DTO-SML-/001 dated 27.07.2018 from Public Information Officer, Deputy Director Tourism, Shimla District Shimla-9 is attached herewith as Annexure "C".

- (d) Letter No. NO.HOM (FS)SML (B) (2) 9/08-1842 dated 21.08.2018 issued by Divisional Fire Officer, Fire Division, Shimla -2 which states that the NOC by the Fire Department have not been granted to M/s Nirvana Woods Hotels Pvt. Ltd., Village Kiyari.

A copy of the Letter No. NO.HOM (FS)SML (B) (2) 9/08-1842 dated 21.08.2018 issued by Divisional Fire Officer, Fire Division, Shimla -2 is attached herewith as Annexure "D".

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- (e) Letter bearing F. No. HPSEIAA/RTI/2010/25-Vol-II-2174 dated 10.08.2018 from HP State Level Environment Impact Assessment Authority, Ministry of Environment, Forest & Climate Change, Government of India, at Department of Environment Science & Technology, Paryavaran Bhawan, Near US Club, Shimla-1, which states that "No Environment Clearance has been granted to Nirvana Woods and Hotels Pvt. Ltd., Village Kiyari".

A copy of Letter bearing F. No. HPSEIAA/RTI/2010/25-Vol-II-2174 dated 10.08.2018 from HP State Level Environment Impact Assessment Authority, Ministry of Environment, Forest & Climate Change, Government of India, at Department of Environment Science & Technology, Paryavaran Bhawan, Near US Club, Shimla-1 is attached herewith as Annexure "E".

5. Sir, M/s. Nirvana woods & resort Pvt. Ltd., & its Directors have no regard for any law of the state of Himachal Pradesh, and they are habitual offenders.

6. Sir, it is submitted that in utter violation of the law of the State of Himachal Pradesh & by hoodwinking the State Authority(ies)/Departments of State Himachal Pradesh, M/s. Nirvana Woods & Resort Pvt. Ltd., are cheating the innocent people by unauthorisedly collecting their hard earned money in an unauthorized & illegal Hotel / Tourism / Commercial/ Residential Project being constructed by them on the aforesaid Agricultural Land.

7. Sir, it is expected that M/s. Nirvana Woods & Resort Pvt. Ltd., after cheating the people & collecting their hard earned money shall run away from the Country leaving one of the BIGGEST SCAM to be solved by the Law Enforcement Agencies of the State of Himachal Pradesh.

8. In view of the aforesaid, it is necessary that an immediate appropriate action (including stopping of unauthorized & illegal development & construction of the Hotel / Tourism / Commercial/ Residential Project on Agricultural Land), in accordance with law is taken against M/s. Nirvana Woods & Resort Pvt. Ltd., for constructing an unauthorised Hotel / Tourism / Commercial/ Residential Project on Agriculture Land admeasuring 03-17-68 hectares situated at Up Mohal Kiari / Rirka, Tehsil and District Shimla (R), Himachal Pradesh without any sanctions/ permissions/ approvals/ NOC's. Sir, kindly take immediately action falling which I shall be constrained to take legal recourse in this regard.

Thanking you,
Yours faithfully,

(Daman Kapoor)
Encl. as above

CC to: M/s. Nirvana Woods & Resort Pvt. Ltd., having Office at Up Mohal Kiari / Rirka, Tehsil Shimla (R), District Shimla, Himachal Pradesh, with a humble request to provide us copy of the sanctions/ permissions/ approvals/ NOC's. if any received by you from any of the competent authority(ies) mentioned in para 2 hereinabove and/ or any other competent authority(ies)

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Mr. Daman Kapoor
S/o Mr. Jagdish Chand
R/o 5(2) Muhal, Lower Bhagwahan
Ward No.9, Tehsil- Sadar Mandi,
Distt. Mandi (HP)175001

SPEED POST

September 18, 2018

To;

1. Chief Secretary
Government of Himachal Pradesh
Armsdale Building,
Secretariat Shimla (HP),
Pin Code - 171002
2. Executive Engineer
Shimla Rural Division
H.P.P.W.D., Dhani
3. The Chief Fire Officer
Himachal Pradesh, Shimla-2
4. Executive Engineer
I & PH Department
Division No. 2, Near ISBT - Tuti Kandi,
Shimla
5. Executive Engineer
I & PH Department
Division No. 1, Shimla-9
6. The Member Secretary,
Himachal Pradesh Ground Water
Authority-Cum-Superintending
Engineer (Planning & Investigation
Unit-II) Jal Bhawan, Kasumpti,
Shimla-9
7. Senior Executive Engineer
Shimla Electrical Division No. 1,
Himachal Pradesh State Electricity
Board Ltd., Khalini, Shimla-171002
8. Divisional Forest Officer,
Shimla Forest Range Division,
Shimla (H.P.)
9. The Pradhan,
Gram Panchayat
Village Kiyari, Tehsil and Distt.
Shimla
10. The Pradhan
Gram Panchyat
Village Rirka, Tehsil and Distt. Shimla
11. The Member Secretary,
H.P. State Pollution Control Board,
Him Parivesh, Phase-III,
New Shimla-171009
12. Member Secretary
State Level Environment Impact
Assessment Authority, Himachal
Pradesh, Ministry of Environment,
Forest & Climate Change, Government
of India, at Department of
Environment Science & Technology,
Paryavaran Bhawan, Near US Club
Shimla - 1
13. Director Tourism Department of
Tourism Govt. of Himachal Pradesh
Building No. 28, Kasumpti, Shimla.
14. Registration Authority RERA
C/o Town & Country Planning
Department Himachal Pradesh Shimla
15. Commissioner, Municipal Corporation,
The Mall Shimla - 171001

Sub.: Unauthorised & Illegal Development & Construction of a Hotel / Tourism / Commercial/ Residential Project by M/s. Nirvana Woods & Resort Pvt. Ltd., on Agriculture Land Admeasuring 03-17-68 Hectares at Up Mohal Kiari / Rirka, Tehsil Shimla (R), District Shimla, Himachal Pradesh without any sanctions/ permissions/ approvals/ NOC's from any of the competent authority(ies)

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Sir,

I am a Himachali residing at 5(2) Muhal, Lower Bhagwahan, Ward No.9, Tehsil- Sadar Mandi, Distt. Mandi (HP)175001, and is holding Voter ID Card No. BLK0837856 dated 30.08.2007. I am concerned with my State of Himachal Pradesh and its residents. Sir as a Himachali it is my duty to bring to your kind notice that in UTTER VIOLATION & DISREGARD OF LAWS OF STATE OF HIMACHAL PRADESH, M/s. Nirvana Woods & Resort Pvt. Ltd., having its office at Up Mohal Kiari / Rirka, Tehsil Shimla (R), District Shimla, Himachal Pradesh, are engaged in the UNAUTHORISED & ILLEGAL DEVELOPMENT & CONSTRUCTION OF A HOTEL / TOURISM / COMMERCIAL/ RESIDENTIAL PROJECT on the Agriculture Land admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla (R), Himachal Pradesh, in the following Khatoni Nos./Khasra Nos:-

Khatoni No./ Khasra No. of Agricultural Land Admeasuring 03-17-68 hectares at Up Mohal Kiari/Rirka, Tehsil Shimla (R), District Shimla, Himachal Pradesh.					
S. NO.	Khatuni No.	Khasra No.	Sq. Mtrs Measuring	Hectares Measuring	Address
1	25/50	1	2224	00-22-24	Up Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
2	25/50, 21/44, 22/46, 26/51	2,3,4,8,9,6,7,5	3093	00-30-93	Up Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
3	23/48	321/10	2781	00-27-81	Up Mohal Rirka, Theshil Shimla (R), District Shimla, Himachal Pradesh
4	210/317	647, 648	531	00-05-31	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
5	18/39, 210/317	640, 641, 408, 1368/1137/632, 1369/1137/632, 642,643,645,644,646,649	18423	01-84-23	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
6	210/317	613/1, 630, 631	4716	00-47-16	Up Mohal Kiari, Theshil Shimla (R), District Shimla, Himachal Pradesh
	TOTAL		31768	03-17-68	

2. Sir, as per the law of the State of Himachal Pradesh for the development & construction of the Hotel / Tourism / Commercial/ Residential Project on the aforesaid Agricultural Land, it is mandatory for M/s. Nirvana Woods & Resort Pvt. Ltd., to obtain following sanctions/ permissions/ approvals/ NOC's from various State Government Authorities/Departments:-

S.N.	NAME OF THE APPROVAL REQUIRED	DEPARTMENT FROM APPROVAL REQUIRED	THE CONCERNED OFFICERS TO GRANT APPROVAL
1.	Consent to use Approach Road	HPPWD	Executive Engineer Shimla Rural Division H.P.P.W.D., Dhani
2	NOC for Establishing a Colony	Fire Department	The Chief Fire Officer Himachal Pradesh, Shimla-2

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3	NOC for Connection of Sewerage to colony.	IPH Sewerage Department	Executive Engineer I & PH Department Division No. 2, Near ISBT - Tuti Kandi, Shimla
4	NOC for water connection for colony	IPH Water Department	Executive Engineer I & PH Department Division No. 1, Shimla-9
5	Permission for Bore well for use of Ground water for colony.	Ground Water	The Member Secretary, Himachal Pradesh Ground Water Authority-Cum-Superintending Engineer (Planning & Investigation Unit-II) Jal Bhawan, Kasumpati, Shimla-9
6	NOC for Establishing a colony	HPSEB	Senior Executive Engineer Shimla Electrical Division No. 1, Himachal Pradesh State Electricity Board Ltd., Khalini, Shimla-171002
7	NOC for Establishing a Colony	Forest Department	Divisional Forest Officer, Shimla Forest Range Division, Shimla (H.P.)
8	NOC for Establishing a Colony	Gram Panchyat	i) The Pradhan, Gram Panchayat Village Kiyari, Tehsil and Distt. Shimla ii) The Pradhan Gram Panchyat Village Rirka, Tehsil and Distt. Shimla
9	Consent to set up a colony & Hotel.	H.P. Pollution Control Board	The Member Secretary, H.P. State Pollution Control Board, Him Parivesh, Phase-III, New Shimla-171009
10	Environmental Clearance	State Level Environment Impact Assessment Authority	Member Secretary State Level Environment Impact Assessment Authority, Himachal Pradesh, Ministry of Environment, Forest & Climate Change, Government of India, at Department of Environment Science & Technology, Paryavaran Bhawan, Near US Club Shimla - 1
11	Registration with Tourism Department	Director Tourism Department of Tourism Govt. of Himachal Pradesh	Director Tourism Department of Tourism Govt. of Himachal Pradesh Building No. 28, Kasumpati, Shimla.
12	Registration with RERA	Registration Authority RERA	Registration Authority RERA C/o Town & Country Planning Department Himachal Pradesh Shimla
13	Approval of Maps	Municipal Corporation	Commissioner, Municipal Corporation, The mall Shimla

3. Sir, as per various informations provided by certain departments under the RTI Act, it has transpired that M/s. Nirvana Woods & Resort Pvt. Ltd., have not obtained any of the above sanctions/ permissions/ approvals/ NOC's & they are carrying out unauthorized & illegal development & construction of the Hotel / Tourism / Commercial/ Residential Project on the aforesaid Agriculture Land.

4. That from the informations provided by certain departments under the RTI Act, the undersigned have come to know that M/s Nirvana woods and Hotels Pvt. Ltd. is carrying out Unauthorised & Illegal Development & Construction of a Hotel / Tourism / Commercial/ Residential Project on the aforesaid Agriculture Land admeasuring 03-17-68 hectares situated at UP Mohal Kiari/Rirka, Tehsil and District Shimla (R), Himachal

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Pradesh as there are no sanctioned Plans and sanctions/ permissions/ approvals/ NOC's granted to M/s Nirvana woods and Hotels Pvt. Ltd. to carryout construction on the aforesaid land at UP Mohal Kiari/Rirka, Tehsil and District Shimla (R), Himachal Pradesh. It is submitted that M/s Nirvana woods and Hotels Pvt. Ltd. have been carrying on illegal construction on the aforesaid land at UP Mohal Kiari/Rirka, Tehsil and District Shimla (R), Himachal Pradesh, without obtaining any kind of permissions/ approvals / NOC / Sanctions from any of the statutory and government authorities. That in support of the fact that no such sanctions/ permissions/ approvals/ NOC's have been granted to M/s Nirvana woods and Hotels Pvt. Ltd. for carrying out any kind of construction activity on the aforesaid Land, the undersigned is bringing to your kind notice the following letters obtained under the RTI Act from various statutory / government authorities stating that no sanctions/ permissions/ approvals/ NOC's have been granted to them to M/s Nirvana woods and Hotels Pvt. Ltd. i.e. M/s Nirvana woods and Hotels Pvt. Ltd.:-

- (a) Letter No. HIM/TP/HPRERA/RTI/2017/Vol-1/3413-14 dated 20.07.2018 from Town and Country Planning Department Himachal Pradesh issued by Anjali Sharma, Public Information Officer-cum-Town & country Planner (RERA), Town & country Planning Deptt., Himachal Pradesh, Shimla-171009 stating / confirming that *"till date no real estate project of Nirvana Woods and Hotels Pvt. Ltd., situated at Village Kiyari, Tehsil & District Shimla, H.P. has been registered under Real Estate (Regulation & Development Act, 2016)".*

A copy of Letter No. HIM/TP/HPRERA/RTI/2017/Vol-1/3413-14 dated 20.07.2018 from Town and Country Planning Department Himachal Pradesh issued by Anjali Sharma, Public Information Officer-cum-Town & country Planner (RERA), Town & country Planning Deptt., Himachal Pradesh, Shimla-171009 is attached herewith as Annexure "A".

- (b) Letter No. MC.SD-RTI/2018 - 4930 dated 04.08.2018 from Sewerage Division Municipal Corporation Shimla issued by PIO-Cum-Executive Engineer, Sewerage Division. M.C. Tutikandi Shimla-4 stating/ confirming that *"there is no approval or permission granted by Sewerage Division Tutikandi Shimla regarding Sewerage Connection / line to NIRVANA WOODS AND HOTELS PVT. LTD., VILAGE KIYARI as per record."*

A copy of Letter No. MC.SD-RTI/2018 - 4930 dated 04.08.2018 from Sewerage Division Municipal Corporation Shimla issued by PIO-Cum-Executive Engineer, Sewerage Division. M.C. Tutikandi Shimla-4 is attached herewith as Annexure "B".

- (c) Letter No. 6-25/2006-(RTI)-DTO-SML-/001 dated 27.07.2018 from Public Information Officer, Deputy Director Tourism, Shimla District Shimla-9 stating / confirming that *"the information required by you is not available in this office, as this office not issued registration certificate or any other licence to Nirwana Woods hotels Pvt. Ltd., so the information treated as nil."*

A copy of Letter No. 6-25/2006-(RTI)-DTO-SML-/001 dated 27.07.2018 from Public Information Officer, Deputy Director Tourism, Shimla District Shimla-9 is attached herewith as Annexure "C".

- (d) Letter No. NO.HOM (FS)SML (B) (2) 9/08-1842 dated 21.08.2018 issued by Divisional Fire Officer, Fire Division, Shimla -2 which states that *the NOC by the Fire Department have not been granted to M/s Nirvana Woods Hotels Pvt. Ltd., Village Kiyari.*

A copy of the Letter No. NO.HOM (FS)SML (B) (2) 9/08-1842 dated 21.08.2018 issued by Divisional Fire Officer, Fire Division, Shimla -2 is attached herewith as Annexure "D".

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- (e) Letter bearing F. No. HPSEIAA/RTI/2010/25-Vol-II-2174 dated 10.08.2018 from HP State Level Environment Impact Assessment Authority, Ministry of Environment, Forest & Climate Change, Government of India, at Department of Environment Science & Technology, Paryavaran Bhawan, Near US Club, Shimla-1, which states that "No Environment Clearance has been granted to Nirvana Woods and Hotels Pvt. Ltd., Village Kiyari".

A copy of Letter bearing F. No. HPSEIAA/RTI/2010/25-Vol-II-2174 dated 10.08.2018 from HP State Level Environment Impact Assessment Authority, Ministry of Environment, Forest & Climate Change, Government of India, at Department of Environment Science & Technology, Paryavaran Bhawan, Near US Club, Shimla-1 is attached herewith as Annexure "E".

5. Sir, M/s. Nirvana woods & resort Pvt. Ltd., & its Directors have no regard for any law of the state of Himachal Pradesh, and they are habitual offenders.

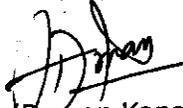
6. Sir, it is submitted that in utter violation of the law of the State of Himachal Pradesh & by hoodwinking the State Authority(ies)/Departments of State Himachal Pradesh, M/s. Nirvana Woods & Resort Pvt. Ltd., are cheating the innocent people by unauthorisedly collecting their hard earned money in an unauthorized & illegal Hotel / Tourism / Commercial/ Residential Project being constructed by them on the aforesaid Agricultural Land.

7. Sir, it is expected that M/s. Nirvana Woods & Resort Pvt. Ltd., after cheating the people & collecting their hard earned money shall run away from the Country leaving one of the BIGGEST SCAM to be solved by the Law Enforcement Agencies of the State of Himachal Pradesh.

8. In view of the aforesaid, it is necessary that an immediate appropriate action (including stopping of unauthorized & illegal development & construction of the Hotel / Tourism / Commercial/ Residential Project on Agricultural Land), in accordance with law is taken against M/s. Nirvana Woods & Resort Pvt. Ltd., for constructing an unauthorised Hotel / Tourism / Commercial/ Residential Project on Agriculture Land admeasuring 03-17-68 hectares situated at Up Mohal Kiari / Rirka, Tehsil and District Shimla (R), Himachal Pradesh without any sanctions/ permissions/ approvals/ NOC's. Sir, kindly take immediately action falling which I shall be constrained to take legal recourse in this regard.

Thanking you,

Yours faithfully,


(Daman Kapoor)
Encl. as above

CC to: M/s. Nirvana Woods & Resort Pvt. Ltd., having Office at Up Mohal Kiari / Rirka, Tehsil Shimla (R), District Shimla, Himachal Pradesh, with a humble request to provide us copy of the sanctions/ permissions/ approvals/ NOC's. if any received by you from any of the competent authority(ies) mentioned in para 2 hereinabove and/ or any other competent authority(ies)

**TOWN AND COUNTRY PLANNING DEPARTMENT
HIMACHAL PRADESH**

No. HIM/TP/HPRERA/RTI/2017/Vol-I/ - 3413-14 Shimla, Dated: 20.7.18

To

Dr. Pawan Kumar Banta,
House No.500 A, Sector IV,
New Shimla-171009

Subject:- Information under the Right to Information Act, 2005.

Reference:- Letter No. Nil dated 16.07.2018

Sir,

This is with reference to your application under reference on above cited subject, which has you have desired the information under Right to Information Act, 2005 against Nirvana Woods and Hotels Pvt. Ltd. In this context, it is informed that till date no real estate project of Nirvana Woods and Hotels Pvt. Ltd., Situated at Village Kiyari, Tehsil & District Shimla, H.P. has been registered under Real Estate (Regulation & Development) Act, 2016.

It is also further intimated that if you are not satisfied with the information, then you have right to prefer an appeal to the 1st Appellate Authority i.e. Sh. Rajeshwar Goel, Director, Town and Country Planning Department, Block No. 32-A/SDA Complex, Kasumpti, Shimla-171009. (Phone No. 0177-2622494) within a period of 30 days, please.

Yours faithfully,

(Signature)

(Anjali Sharma)

Public Information Officer-cum-
Town & Country Planner (RERA)
Town & Country Planning Deptt.,
Himachal Pradesh, Shimla-171009,
Phone No. 0177-2621450.

Copy to:-

1. The APIO-cum-Superintendent Grade-II (HQ), along with IPO No. 44F 689014 amounting to Rs. 10/- for taking further necessary action, please.

Encls: As above.

(Anjali Sharam)

Public Information Officer-cum-
Town & Country Planner (RERA)
Town & Country Planning Deptt.,
Himachal Pradesh, Shimla-171009,
Phone No. 0177-2621450.

249, sig

No. 6-25/2006-(RTI)-DTO-SML-1001
Department of Tourism and Civil Aviation,
Himachal Pradesh, Shimla- 171009.

To

✓ Dr. Pawan Kumar Banta
House No.-500 A, Sector-IV
New Shimla, Himachal Pradesh-9.

Dated: Shimla- 171009, the 27 .7.2018.

Subject:- Information under RTI Act, 2005.
Sir,

Please refer to your application under the Right to Information Act, 2005 dated 16-7-2018 received in this office through the PIO-cum- Publicity Officer Department of Tourism Himachal Pradesh Shimla-9 received in this office on 27-7-2018 on the above mentioned subject.

In this regard, it is to inform you that the information required by you is not available in this office, as this office had not issued registration certificate or any other licence to Nirwana Woods hotel Pvt. Ltd., so the information treated as nil. . If you are not satisfied with the information, you may have the right to prefer an appeal before the appellate Authority, i.e. Director Tourism & (C.A.) H.P. Shimla-9 with in 30 days under the provisions of the RTI Act, 2005.

Yours faithfully,


Public Information Officer,
Deputy Director Tourism,
Shimla, District Shimla-9.
Oct, 2015.

Endst. No. As above

Copy for information is forwarded to:

1. PIO-cum-Publicity Officer Department of Tourism Himachal Pradesh Shimla -171009 with reference to his letter No. 18-115/2013-TSM-I-3258 dated 21-7-2018.

Public Information Officer,
Deputy Director Tourism,
Shimla, District Shimla-9.

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Phone No:- 2650313
Fax No:- 2650313
Email:- cas@mc210@gmail.com

**Sewerage Division
Municipal Corporation Shimla**

No. MC.SD-RTI/2018- 4930

Dated:- 04-08-18

To

✓
MR. PAWAN KUMARR BANTA,
HOUSE No. 500 A, SECTOR IV,
NEW SHIMLA 171009,

Subject: - Information under Right to Information Act 2005.

Kindly refer to your RTI on dated 17.07.2018 on the subject cited above. In this connection, it is intimated that the desired information under RTI Act 2005 are as under:-

Sr.No.	<u>Desep. Of requisite information.</u>	Reply.
1	Approval or Permission granted for Sewerage Connection/ line to NIRVANA WOODS AND HOTELS PVT LTD, VILAGE KIYARI for execution of such projects from competent authority.	There is no approval or permission granted by Sewerage Division Tutikandi Shimla regarding Sewerage Connection/ line to NIRVANA WOODS AND HOTELS PVT LTD, VILAGE KIYARI as per record.

If you are not satisfied with the information, then you can appear before the 1st appeal to first Appellate Authority i.e. Superintending Engineer, GSWS & Sewerage Circle Shimla-1 Ph. No. 0177-2808655 within 30 days receipts of this letter.


PIO-Cum-Executive Engineer,
Sewerage Division M.C,
Tutikandi Shimla -4,
Fax No. 0177-2650313.



सत्यमेव जयते

251 Regd
HP State Level Environment Impact Assessment Authority

Ministry of Environment, Forest & Climate Change, Government of India,

at Department of Environment Science & Technology,

Paryavaran Bhawan, Near US Club, Shimla-1

Ph: 0177-2656559, 2659608 Fax: 2659609

F. No. HPSEIAA/RTI/2010/25-Vol-II-2174

Dated:

10th August, 2018

From:

PIO-cum-Secretary(SEAC)
State level Environment Impact Assessment Authority,
Himachal Pradesh.

To

Dr. Pawan Kumar Banta,
House No. 500 A, Sector IV,
New Shimla 171009.

Subject: Information under RTI Act, 2005-reg.

Sir,

This is in reference to your application dated 12/07/2018 on the subject cited above. In this regard, it is to inform that Environment Clearance has been granted to Sh. Sunil Kumar Sood, M/s Homeland Exotica-mixed (Copy of Environment Clearance is attached). No Environment Clearance has been granted to Nirvana Woods and Hotel Pvt. Ltd. Villag Kiyari. However, request form Sh. Sunil Kumar Sood for change of name from M/s Homeland Exotica to M/s Nirvana Woods is under process.

If you are not satisfied with the information provided, you have right under the provisions of RTI Act, 2005 to appeal before the appellate authority within 30 days i.e. Member Secretary, State Level Environment Impact Assessment Authority, Himachal Pradesh.

Yours sincerely,

PIO-cum-Secretary(SEAC)

State level Environment Impact Assessment Authority,
Himachal Pradesh.

Encls.: As above

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Armed force - D

NO.HOM (FS) SML (B) (2)9/08: 1842

Office of the Divisional Fire Officer, Fire Division, Shimla-171002

From

Divisional Fire Officer,
Fire Division, Shimla-2.

To

✓ DR Pawan Kumar Banta,
House No. 500 A, Sector IV,
New Shimla 171009.

Dated Shimla-171002

21/08/2018

Subject: - Information under RTI Act, 2005.

Sir,

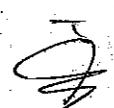
Please refer to your application for information under the right to information act, 2005 received from the Public Information officer-cum-Divisional Forest Officer, Shimla Forest Division, Shimla-2 vide his letter No. /7RK3359 dated 19-07-2018 on the subject cited above.

In this connection, it is to inform you that M/S Nirvana woods and Hotels Pvt Ltd, Village Kiyari applied to the Chief Fire Officer, Himachal Pradesh, Shimla-2 for NOC in the month of December, 2017 i.e 26-12-2017 and the copy of the same received on 03-01-2018 from Chief Fire Officer, Himachal Pradesh, Shimla-2 vide his letter endst. No.HOM (FS)(HQ)6-10/76-Application-2016-28 dated 02-01-2018 and the undersigned visited the sight of construction on 04-02-2018. Since, the construction was going on, the concerned firm who verbally instructed to follow fire safety measures strictly. Under these circumstances the NOC is not issued as yet.

Yours faithfully,


(Sukh Dev)

Divisional Fire Officer,
Fire Division, Shimla-2
(Ph.No.0177-2625087)

A J C

Smeeth J. C.
2018

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Annex: R16/14

FORM-C
[Rule-5(1)]

Sr. No.: 0094



Real Estate Regulatory Authority
Government of Himachal Pradesh

Project Registration Certificate

Regd. No.:
RERAHP12170018

Date of Issue: 28/01/2020
Valid Upto : 27/01/2030

This registration certificate is granted under section 5 of the Real Estate (Regulation and Development) Act, 2016 to:-

- M/s. Nirvana Woods & Hotels Pvt. Ltd.** having its registered office **86, Sector 12 Panchkula, Haryana., Town Panchkula, Tehsil Panchkula, District Panchkula, State Haryana for developing land as **Group Housing Project** at Village / Town **Kiyari and Rirka, Tehsil Shimla(Rural), District Shimla, State Himachal Pradesh.****
- Name and Type of the Project: Nirvana Woods (Group Housing).
- Project License No. Issued by Competent Authority: **HIM/TP/LIC.04/2015** . Validity of License: From 17/12/2015 To 16/12/2020.
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees as prescribed by the State Government (Please download from HP RERA website);
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be or the common areas as per section 17 of Real Estate (Regulation and Development) Act, 2016;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (1) of sub-section (2) of section (4) of the Real Estate (Regulation and Development) Act, 2016;
 - The registration shall be valid for a period of **10.0** years commencing from **28/01/2020** and ending with **27/01/2030** unless extended by the Authority in accordance with the Act and the rules made thereunder;
 - The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder; and
 - The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the Real Estate (Regulation and Development) Act, 2016.
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Place: Shimla

Shrikant Baldi

(Shrikant Baldi, IAS)
Real Estate Regulatory Authority, H.P.
Real Estate Regulatory Authority
Govt. of Himachal Pradesh

A T C
Smita Goel
27/2

SCHEDULE OF AREA

TOTAL PLOT AREA = 31788 SQM		
AREA UNDER RESIDENTIAL	= 5814 SQM	= 17%
AREA UNDER SEMI PUBLIC	= 520 SQM	= 2%
AREA UNDER COMMERCIAL	= 5337 SQM	= 17%
AREA UNDER TRAFFIC AND TRANSPORTATION	= 7894 SQM	= 25%
AREA UNDER PARKS AND OPEN SPACES	= 4136 SQM	= 13%
AREA UNDER SETBACKS AND PAVEMENT	= 8267 SQM	= 26%
TOTAL	100%	

A	3BHK	No. OF FLOORS	APARTMENT PER FLOOR	TOTAL NO. OF APARTMENTS	GR.COVG. AREA IN SQM	TOTAL FLOOR AREA IN SQM	STILT PARKING AREA IN SQM
BLOCK-1	8	5	40	719.46	5765.68		
BLOCK-2	8	6	48	841.26	5730.08		
BLOCK-3	8	2	16	266.63	2157.04		
TOTAL			104	1827.35	14652.80		

B	2BHK	No. OF FLOORS	APARTMENT PER FLOOR	TOTAL NO. OF APARTMENTS	GR.COVG. AREA IN SQM	TOTAL FLOOR AREA IN SQM	STILT PARKING AREA IN SQM
BLOCK-4	8	3	24	374.28	2994.24		
BLOCK-5	8	9	72	1123.28	8984.24		
BLOCK-6 (1 No 3BHK)	8	3	24	417.11	3336.68		
TOTAL			120	1914.67	15315.16		

C	EW/S/LIG BLOCK-7	No. OF FLOORS	APARTMENT PER FLOOR	TOTAL NO. OF APARTMENTS	GR.COVG. AREA IN SQM	TOTAL FLOOR AREA IN SQM	STILT PARKING AREA IN SQM
GROUND & FIRST FLOOR	2	4	4 EWS & 4 LIG	195.80	367.78		
SECOND TO FIFTH FLOOR	4	6	12 EWS & 12 LIG		1108.20		
SIXTH FLOOR	1	2	1 EWS & 1 LIG		107.37		
TOTAL					1683.35		

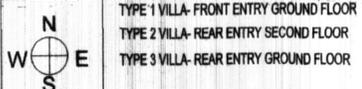
D	VILLAS	GROUND FL. AREA / VILLA	AREA / VILLA	TOTAL NO. OF VILLAS	GROUND COVG. AREA IN SQM	TOTAL FLOOR AREA IN SQM	STILT PARKING AREA IN SQM
BLOCK -V41-V83 (TYPE-1, TYPE-2, TYPE-3)	72.78	186.49	23	1673.94	4289.27		

E	SEMI-PUBLIC AND MULTI	No. OF FLOORS	APARTMENT PER FLOOR	TOTAL NO. OF APARTMENTS	GR.COVG. AREA IN SQM	TOTAL FLOOR AREA IN SQM	STILT PARKING AREA IN SQM
BLOCK - 8 SEMI PUBLIC	8				520.26	520.26	

F	COMMERCIAL	No. OF FLOORS	APARTMENT PER FLOOR	TOTAL NO. OF APARTMENTS	GR.COVG. AREA IN SQM	TOTAL FLOOR AREA IN SQM	STILT PARKING AREA IN SQM
BLOCK - 9 HOTEL BUILDING	8				1981.17	8257.16	
BLOCK - 9 HOTEL SERVICED APT. 1BHK	8	7	56	444.70	3476.80		
SERVICED VILLA V-1 TO V-40	72.78	186.49	40	2911.20	7489.60		
TOTAL					5337.07	19223.56	

SUMMARY OF AREAS	PLOT AREA	F.A.R.	GR.COVG. AREA IN SQM	TOTAL BUILT UP AREA	TOTAL PARKING AREA IN SQM
A+B+C+D+E+F	31788	1.75	11470.16	55886.40	8968.21 (18%)

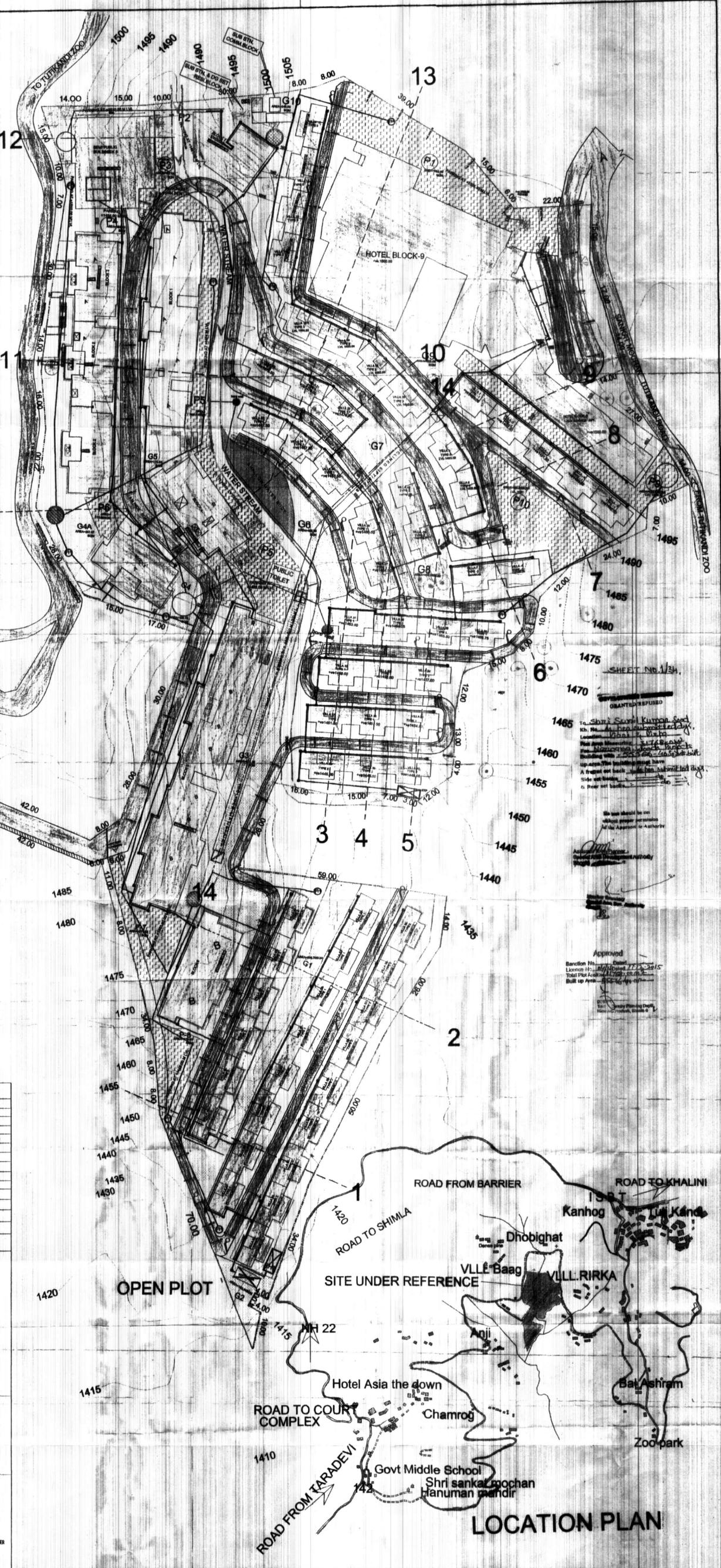
SETBACKS
 BLOCK TO BLOCK DISTANCE = 1/3RD OF AVR. HEIGHT OF BLOCK = 25/3 = 8.33MTRS. WITH MIN. 6 MTRS.
 DISTANCE FROM ADJOINING PROPERTY = 1/4TH OF HEIGHT OF ADJOINING WITH MIN. 3 MTRS.
 DISTANCE OF APARTMENTS FROM MAIN ROAD = 5 MTRS.



PROJECT:	REFERENCE
NIRVANA WOODS, SHIMLA (H.P.)	1. BOUNDARY
KH. NOS. UPMOHAL KIYARI	2. PROPOSED WORK
641,408,613/1, 630,831, 1368/1137/632, 1368/1137/632, 640, 642 TO 648	3. EXISTING BOUNDING ST.
UPMOHAL RIRKA: - 1,2,3,4,5,6,7,8,9 & 321/10	4. SEWER LINE
UPMOHAL KIYARI AND RIRKA DRG.NO- 01	5. ROAD PATH
	6. STORM WATER DRAIN LINE
	7. GREEN AREA
	8. S.T.P AND SEPTIC TANK
	9. WATER STREAM
	10. RHT
	11. TRANSFORMER & DG SET
	12. STREET LIGHT
	13. FIRE HYDRANT 75 MM DIA
	14. BUILDING DRAIN LINE
	15. OPEN PARKING

- SOLAR PASSIVE FEATURES**
- 1 SOUTH ORIENTATION TO GAIN THE MAXIMUM SUN HEAT IN WINTERS.
 - 2 AIR LOCK LOBBY
 - 3 MAXIMUM GLAZING IN SOUTH SIDE
 - 4 MINIMUM GLAZING IN NORTH SIDE
 - 5 24 CM THICK WALL OR CAVITY WALL OVER ALL
 - 6 SOLAR WATER HEATING SYSTEM ON ROOF TOP SOUTH SIDE.
 - 7 PHOTOVOLTAIC PANEL ON ROOF TOP.

DRG. TITLE - SITE PLAN	SCALE: 1:400	ARCHITECT'S SIGN. Rekha Soodal ARCH CA. 002/304640 TCP REG. NO. 19704/2015 Gurgaon, Haryana (H.P.)
OWNER'S SIGN. 	DESIGN CONSULTANT: RSP RSP Design Consultants (India) Pvt. Ltd. 606-610 Madhya, Sector 50, Gurgaon, Haryana (H.P.) Tel: 022-42909999 Fax: 022-42909990	PROJECT ARCHITECT: KAUNDA & ASSOCIATES ARCHITECTS, DESIGNERS & INTERIOR DESIGNERS OFF: ANAND VIHAR, SHIMLA (H.P.) PH: 0177-282225, 281824 E-MAIL: kaunda@kaunda.com

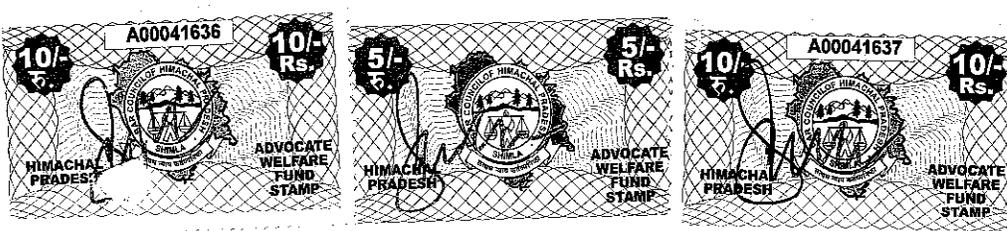


SHEET No. 1/34

APPROVED

Sanjay Kumar Sood
 Kh. No. 641, 408, 613/1, 630, 831, 1368/1137/632, 1368/1137/632, 640, 642 TO 648
 UPMOHAL KIYARI
 UPMOHAL RIRKA: - 1,2,3,4,5,6,7,8,9 & 321/10
 UPMOHAL KIYARI AND RIRKA DRG.NO- 01

Approved
 Sanjay Kumar Sood
 License No. 11/2015/2015
 Total Plot Area: 31788 SQM
 Built up Area: 19223.56 SQM



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IN THE National Green Tribunal At Principal Bench Shimla
New Delhi
Original Application Case No. of 2019

Plaintiff or Applicant

Dr. Pawan Kumar Banta

Appellant or Petitioner / Complainant

VERSUS

Go/other Defendant / Applicant / Intervener
Respondent / Plaintiff

KNOW ALL to whom these presents shall come that I / We M/S. Mithra Wood & Hotels Ltd through its Director Mr. Pankaj Gupta
the undersigned do hereby appoint

SUNEET GOEL

Advocate

57/3, The Mall, Shimla, Phone : 2656971, 2655015

to be the advocate for the Respondent No. 16 in the above mentioned cause, to do all following acts, deeds and things or any of them that is to say:

1. To act, appear and plead in the above mentioned cause in this Court or any Court in which the same may be tried or heard in the first instance or in Appeal or Letters Patent Appeal or Revision or Execution or in any other stage of its progress until its final decision.
2. To present pleadings Letters Patent Appeals, Petitions for Appeal or Supreme Court Cross-objections of Petition for Execution, Review, Revision, With-drawl, Compromise or other Petitions or Affidavits or other documents as may be deemed necessary or advisable for the said case in all its stages.
3. To withdraw or compromise the said cause or submit to arbitration any difference or disputes that shall arise touching or in any manner, relating to the said cause.
4. To receive moneys and grant receipts thereof and to do all other acts and things which may be necessary to be done of the progress and in course of the prosecution of the said cause.
5. To employ and instruct any other Legal Practitioner, authorising him to exercise the powers and authorities hereby conferred on the Advocate(s) whenever he may think fit to do so.

AND I/ We hereby agree not to hold the advocate or his substitute responsible for the result of the said cause in consequence of his absence from the Court when the said cause is called up for hearing.

AND I/We hereby agree that in the event of the whole or any part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to with-draw from the prosecution of the said cause until the same is paid.

IN WITNESS WHEREOF I / We hereunto set my / our hands to these presents the contents of which have to be explained to me/ us and understood by me / us the 19 day of July, 2019.

Accepted subject to payment of fees.


SUNEET GOEL
Advocate
HIM /196 /2000


(Signature or Thumb Impression)