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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW DELHI

ORIGINAL APPLICATION NO. 951 OF 2024

IN THE MATTER OF:

RAJPAL SINGH

... APPLICANT

VERSUS

ELDECO COMPANY & ORS.

... RESPONDENT

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*Rohit Nagpal*

**ROHIT NAGPAL**

Advocate for the Respondent

B-244, LGF, Greater Kailash Part-I

New Delhi-110048

Mob:9811601211

Date: 04/11/2024

Place: New Delhi

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**REPLY ON BEHALF OF RESPONDENT NO. 4**

**MOST RESPECTFULLY SHOWETH:**

1. That the above named Respondent no.4 i.e., Eldeco Infrabuild Limited is submitting this reply through its authorized representative Sh. Vaibhav Lalit vide authorized Board of Resolution dated 13.09.2024. The copy of board of resolution dated 13.09.2024 is annexed herewith as **ANNEXURE R-1**.
  
2. That the answering Respondent is engaged in the business of real estate development and has an unimpeachable reputation in the market. It is also pertinent to mention here that the answering Respondent is developing a residential Township under the name of "Eldeco City" situated at Bareilly, Uttar Pradesh (hereinafter referred to as "Township").
  
3. That the answering Respondent has purchased several land parcels identified as Khata No. 507, 509, 500, 501, 502 & 503 (hereinafter referred to as "**Land Parcels**") planning to develop the same. These Land Parcels are adjacent to the alleged Pond and lie outside the approved

Township of the answering Respondent. A map delineating the Township, the pond, and the adjacent Land Parcels is annexed herewith as ANNEXURE R-2.

4. That the alleged Pond in question, located on khasra no. 508, covering an area 0.1260 hc, falling under Khata No. 00309 is situated outside and adjacent to the approved Township of the answering Respondent. It is important to mention that the answering Respondent has not encroached upon the Pond or any of its surrounding area in any manner.
  
5. That in the course of safeguarding the Land Parcels from illegal trespassing and encroachments, the answering Respondent has erected fencing around the Land Parcels, which includes the area of the alleged Pond adjacent to the township. This action was taken in good faith, aimed solely at protecting the Land Parcels while maintaining the sanctity of the alleged Pond. It is important to note that the answering Respondent has never intended to encroach upon the Pond. Moreover, a passage leading toward the alleged pond has been left open, underscoring the answering Respondent's commitment to preserving its integrity.
  
6. That answering Respondent categorically denies any allegations of garbage dumping in or around the Pond. On the contrary, answering Respondent is actively engaged in beautification efforts to preserve the natural character of the alleged Pond and its surroundings, ensuring environmental harmony. It is also pertinent to mention here that the Petitioner has not attached any documents in order to substantiate his allegations, however the answering Respondent herein is attaching the current photographs pertaining to the Pond in question showing that the

answering Respondent preserved and ensured that the sanctity shall be maintained. The Photographs of Pond is annexed herewith as **ANNEXURE R-3.**

7. That the allegations by the Petitioner that answering Respondent has colluded with any authority or party to usurp the Pond are entirely baseless and without merit. It is apposite to mention here that the answering Respondent has always acted in compliance with the law and has not taken any unlawful measures to obstruct or disturb the Pond's existence in any manner.
  
8. That the alleged Pond (land parcel 508) was historically used for public purposes, such as grazing and water storage. However, there is no designated public access or Revenue Rasta leading to the alleged Pond, nor has there ever been a public pathway that the answering Respondent has obstructed. The fencing installed by the answering Respondent has been confined strictly to its own land parcels, ensuring that no public right of way has been impeded. It is pertinent to mention that the answering respondent has always maintained the sanctity of the Pond and further undertakes to maintain the same in future as well Since the answering respondent has no malafide intention to disturb the sanctity of the Pond.
  
9. It is pertinent to mention that no land around the Pond has been sold as plots or earmarked for commercial or residential purposes by the answering Respondent. It is pertinent to mention that the answering Respondent company remains committed to executing all its development activities strictly as per the approved township plan. Furthermore, any future developments or modifications will be

undertaken in full compliance with all existing relevant laws and regulations.

10. That the answering Respondent is open to engaging in a constructive dialogue with the relevant authorities and government officials to explore legal solutions for the preservation and beautification of the Pond. It is also apposite to mention that the answering Respondent is ready for potential land exchange options, if deemed appropriate, as per the existing norms/ rules/ regulations. For this above potential land exchange option, the answering Respondent has also sent letters dated 07.09.2024, 20.09.2024 & 15.10.2024 to the concerned authorities, copies of which are annexed herewith as **ANNEXURE-4**.
  
11. That the actions undertaken by answering Respondent in relation to its property have been legal, bona fide, and in accordance with all approvals and permissions granted by the authorities and that the answering Respondent strongly contends that there has been no harm to the Pond's natural existence, nor has the company violated any environmental or legal provisions.

#### PRAYER

In view of the above facts and circumstances of the case, it is most respectfully prayed that this Hon'ble Tribunal may be pleased to:

- a) Dismiss the application filed by the Petitioner with exemplary cost;

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) Pass any such other order(s) or direction(s) as this Hon'ble Tribunal  
may deem fit and proper in the facts and circumstances of the case.

For Eideco Infrabuild Limited

RESPONDENT

Director

THROUGH

**ROHIT NAGPAL**

Advocates for the Respondent  
B-244, LGF, Greater Kailash Part-I  
New Delhi-110048  
Mob:9811601211

Date: 04/11/2024  
Place:

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW DELHI  
ORIGINAL APPLICATION NO. 951 OF 2024

IN THE MATTER OF:


RAJPAL SINGH ... APPLICANT  
VERSUS

ELDECO COMPANY & ORS. ... RESPONDENT

AFFIDAVIT

I, VAIBHAV LALIT S/O SH. GULSHAN LALIT AGED ABOUT 28 YEARS, R/O- C-66, ANSAL TOWN, KARNAL, HARYANA 132001, DO HEREBY SOLEMNLY AFFIRM AND DECLARE AS UNDER: -

- 1. That I am the authorized representative for the Respondent in the aforementioned matter and am well conversant with the facts of the case and hence competent to swear this affidavit.
- 2. I say that I have gone through the contents of the accompanying reply, contents of which are true and correct to the best of my knowledge and contents thereof are read over and explained to me and I have understood the same. No part thereof is false and nothing material has been concealed therefrom.

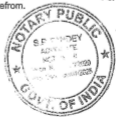
Author:   
DEPONENT

*I identify the Respondent who has signed in my presence*

VERIFICATION

Verified at New Delhi on this day 20 of October, 2024 and the contents of the above affidavit are true and correct to my best of knowledge and belief. Nothing therein is false and nothing material has been concealed therefrom.

**ATTESTED**  
  
NOTARY PUBLIC  
DELHI (INDIA)



Author:   
DEPONENT

Entry in Notary Register  
No. 1242 Page - 52  
Date... 20-10-2024

**CERTIFIED TRUE COPY OF THE RESOLUTION OF THE MEETING OF THE BOARD OF DIRECTORS OF ELDECO INFRABUILD LIMITED ("COMPANY") HELD AT 201-212, SPLENDOR FORUM, 2ND FLOOR, SUKHMDEV VIHAR, SOUTH DELHI, NEW DELHI-110025 ON FRIDAY, 13<sup>TH</sup> SEPTEMBER 2024 AT 10:00 AM**

**AUTHORISATION TO REPRESENT THE COMPANY IN LEGAL CASES**

"RESOLVED THAT Mr. Vaibhav Lalit S/o Mr. Gulshan Lalit R/o C-66, Ansal Town, Kamal-132001, be and are hereby severally authorized to act on behalf of the Company as its duly Authorized Representatives for pursuing case/s of any nature filed by/against (present or future) the Company in any court/tribunal/ quasi-judicial body in/outside India.

RESOLVED FURTHER THAT the above mentioned Authorized Representative, be and is hereby authorized to exercise the following powers on behalf of the Company, in connection with the subject matters:-

1. To sign, verify, application, pleadings, affidavits, or any other application, papers or documents as may be required for filing cases (Civil or Criminal) for and on behalf of the Company and/or instituted against the Company and/or also for impleading as a party in any case/s.
2. To appear and represent the Company through attorney before any court/tribunal/quasi-judicial body, where case/s may be filed by the Company or instituted against the Company.
3. To file a connected appeal/revision/review etc and engaged an attorney for that purpose.
4. To make statement on oath or otherwise with regard to the fact of the case that may be filed by the Company and/or instituted against the Company or any other information relevant thereto.
5. To sign, verify or prosecute the suit, plaint, petition, complaint, written statement, application, pleadings, affidavits, appeals, review, vakalatnama or any other application, papers or documents as may be required for proper prosecution of the case/s.
6. To summon witnesses, examine/cross examine the witness and also to lead evidence, exhibit documents and the like.
7. To apply for and get certified copies of any order, decree or any other documents.
8. To collect any payment/compensation/settlement amount for and on behalf of the Company.
9. To generally, do all other acts, deeds and things as may be conducive and/or incidental to the acts, deeds and things herein above stated."

For Eldeco Infrabuild Limited

For Eldeco Infrabuild Limited

  
Mohan Singh Rawat  
Director

**ELDECO INFRABUILD LIMITED**  
(Formerly known as Apollo Infracon Limited)



ANNEXURE R-3  
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09



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**ELDECO**7<sup>th</sup> September 2024

The District Magistrate  
Bareilly,  
Uttar Pradesh.

Subject: Clarification with respect to the Khazra no 508, situated at village Bliwa, Pargana Tehsil, District Bareilly.

Respected Sir,

We wish to address a concern raised before the Hon'ble National Green Tribunal by Mr. Rajpal Singh, who has alleged that Khazra No. 508, recorded in the revenue records as a Pond (Jheel), is being unlawfully occupied by us. In this regard, we wish to submit as under:

1. We are in the process of developing a residential township named "Eldco City" ( herein "Colony") located on approximately 35.34 acres of land on Nahatal Road, Bareilly, Uttar Pradesh. This development is based on the layout plan approved by the Bareilly Development Authority vide Map No. MAP 20180926114059417 dated 24<sup>th</sup> May 2024 (herein "Layout Plan").
2. The Colony is registered with UPRERA and has been developed in compliance with all necessary permits, licenses, and approvals obtained from the relevant authorities.
3. The Khazra No. 508 is not part of the Layout Plan, and we have not encroached upon it in any manner, contrary to the claims made by Mr. Rajpal Singh. A copy of the approved Layout Plan is enclosed as Annexure-A.
4. The Khazra no 508 is surrounded by land, which has been purchased by us/our associates with an intention to develop colony as per the norms of Bareilly Development Authority ( herein "Future Project").

Sir, Khazra No. 508 does not have access-via ristas. While, we have not encroached upon it, we are open to the following options:

- **Preserving the Current State:** Preserving the pond in its current state, ensuring no encroachment occur. Furthermore, in our Future Project, we can incorporate access roads to the pond.
- **Enhancement:** We are willing to enhance the pond by beautifying it and turning it into a natural wetland for birds, in accordance with applicable regulations.
- **Land Exchange:** We are open to exchanging Khazra No. 508 with a parcel of our land on the periphery of our Future Project in compliance with relevant norms.

We trust this clarification addresses the concerns raised and assure you of our commitment to compliance with all relevant regulations and norms.

Soliciting Kind Consideration.

Thanking You,

Yours sincerely

For ELDECO Infrabuild Ltd

Sandeep Kumar Chawla  
Vice President  
09837394113

CC:ADM, Finance and Revenue-For information please



**ELDECO INFRABUILD LIMITED**

(Formerly known as Apollo Infrason Limited)

20<sup>th</sup> September 2024The District Magistrate  
Bareilly,  
Uttar PradeshReference: (I) Our Letter dated 7<sup>th</sup> September 2024 ("Letter")  
(II) Government Order no. 2/744/SP-1-2016-2015/2016 dated 3<sup>rd</sup> June 2016Subject: Request for Exchange of land Gram Samaj land falling under Khazra No. 508,  
(Area "Pond land") situated at Village Bidwa, Bareilly

Respected Sir,

We are writing in furtherance to the referred Letter, whereby we clarify the status of the Pond Land in light of the concerns raised before the Hon'ble National Green Tribunal.

We would like to reiterate that we have not caused any encroachment or obstruction on the Pond Land. Additionally, it is important to note that the Pond Land currently lacks access via roads. In the Letter, we have given options for preserving the Current State of Pond Land/Enhancement of Pond Land/Land Exchange.

In accordance with Government Order No. 2/744/SP-1-2016-2015/2016 dated June 3, 2016, we are open to exchanging the Pond Land for another parcel of land, specifically one that is 1.25 times the area of the Pond Land, located in Khazra No. 509 &amp; 501, Bidwa.

For your reference, we have attached the following documents:

- Annexure A: Shikha map highlighting the area proposed for exchange against Khazra No. 508.
- Annexure B: Latest Khatauni for Khazra No. 509 & 501, Bidwa.

We believe that this exchange would mutually benefit both parties by enhancing public accessibility and preserving natural resources. This proposal reflects our commitment to sustainable development and efficient land use.

We look forward to your positive response.

Sincerely

Thanking you

Yours sincerely,  
For Eldeco Infrabuild Limited
  
 Authorised Signatory  
 Sandeep Kumar Chandra  
 Post : As above

**ELDECO INFRABUILD LIMITED**  
 (Formerly known as Apollo Infraco Ltd)

15<sup>th</sup> October 2024

To,  
DM  
Bareilly,  
Uttar Pradesh

Reference: Our Letter dated 7<sup>th</sup> September 2024

Subject: Request for Exchange of land Gram Sama] land falling under Khasra No. 508, (herein "Jheel Land") situated at Village Bilwa, Bareilly

Respected Sir,

This is with regards to our proposal for exchange of the Jheel Land for a parcel of land in Khasra No. 501, vide referenced letter. In this regard, it has recently come to our knowledge that our ownership of area under Khasra No. 501 is lesser than the area required to give effect to the proposed exchange.

As such, we hereby wish to now propose exchange of the Jheel Land for a parcel of land admeasuring 1,596 sq. m, i.e., >1.25 times the area of the Jheel Land in the following manner:

- Area of 616 sq. m falling under Khasra No. 501;
- Remaining area of 980 sq. m falling under Khasra No. 500.

A copy of the Shjira plan illustrating the proposed location of the land for exchange is being annexed herewith.

We will bear all costs to excavate the exchanged land falling in Khasra Nos. 500 & 501 for the purpose of creating a jheel, in accordance with applicable norms if our proposal is accepted. Our associate companies Popular Infratech Pvt Ltd and Mars Built Tech Pvt Ltd are the respective owners of the proposed area for exchange falling under Khasra Nos. 500 & 501.

Popular Infratech Pvt Ltd is under sole ownership of the entire Khasra No. 500, whereas, Mars Built Tech Pvt Ltd is a co-owner of the area falling under Khasra No. 501 with other co-owners. We are in the process of getting consent from them as to location of the land proposed under exchange to avoid any issue in future. Accordingly, an affidavit to this effect is being annexed herewith.

We look forward to your positive response.

Sincerely

Thanking you  
Yours sincerely,  
For Eldeco Infrabuild Limited

  
Authorised Signatory  
Encl: As above



**ELDECO INFRABUILD LIMITED**

(Formerly known as Apollo Infratech Limited)





INDIA NON JUDICIAL

Government of Uttar Pradesh



IN-UP23073508010480W

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e-Stamp



Certificate No. : IN-UP23073508016480W  
 Certificate Issued Date : 15-Oct-2024 04:15 PM  
 Account Reference : NEWIMPACC (SVJ)/up14331904/ BAREILLY SADAR/UP-BLY  
 Unique Doc. Reference : SUBIN-UPUP1433190443958439587502W  
 Purchased by : ELDECO INFRABUILD LIMITED  
 Description of Document : Article 4 Affidavit  
 Property Description : Not Applicable  
 Consideration Price (Rs.) :  
 First Party : ELDECO INFRABUILD LIMITED  
 Second Party : Not Applicable  
 Stamp Duty Paid By : ELDECO INFRABUILD LIMITED  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



I/We, ELDECO INFRABUILD LIMITED, a company registered under the Companies Act, 2013, having its registered office at 201-212, 2nd Floor, Splendor Forum, District Centre, Jasola, New Delhi-110025 through its authorized Signatory Mr. Sandeep Kumar Chawla S/O Late Shri M.C.Chawla resident of ELDECO City, Dohna, Bareilly, Nainital Road, Bareilly, Uttar Pradesh do hereby solemnly affirm and declare as under-

That the Company is in the process of developing a residential township named "Eldeco City" (herein "Colony") on approximately 35.34 acres of land situated on Nainital Road, Bareilly, Uttar Pradesh. This development is based on the layout plan approved by the Bareilly Development Authority vide Map No. 20180928114059417 dated 24.05.2019 (herein "Layout Plan").

- That the Colony is registered with UPRERA and has been developed in compliance with all necessary permits, licenses, and approvals obtained from the relevant authorities.
- That the Company vide letter dated 15.10.2024 has requested for Exchange of land Gram Samaj land falling under Khasra No. 50B, (herein "Jheel Land") situated at Village Bihwa, Bareilly with land falling in Khasra Nos 500 and 501.
- That the Company is willing to exchange the Jheel Land for a parcel of land measuring slightly more than 1.25 times the area of the Jheel Land, i.e., totalling 1,596 sq. m falling in Khasra Nos. 500 (approx. 980 Sq. mt) & 501 (approx. 616 Sq. mt).

**Statutory Alert:**

- The authenticity of this Stamp certificate issued is verified at [www.uptaxstamp.gov.in](http://www.uptaxstamp.gov.in) or using e-Stamp Mobile App of State Helpline And discrepancy in the details is to be Reported and as available on the website. Mobile App vendors is invited.
- The area or checking the legitimacy is on the basis of the certificate.
- In case of any discrepancy please inform the Competent Authority.



# 24

- 5. That the Company will bear all costs to excavate the exchanged land falling in Khasra Nos. 500 & 501 for the purpose of creating a Jheel, in accordance with applicable norms if its proposal is accepted.
- 6. That the Company's associate company Popular Infratech Pvt Ltd is under complete ownership of the area falling under Khasra No. 500.
- 7. That the Company's associate company Mars Buildtech Pvt Ltd is under joint ownership of the area falling under Khasra No. 501 with other co-owners.
- 8. That the Company is in the process of getting consent from co-owners as to location of the proposed land under exchange in Khasra No. 501. Against the Jheel Land to avoid any issue/dispute in future.
- 9. Shizra plan showing area under Khasra no. 500 & 501 is also annexed herewith

  
Deponent

### Verification

The content of my above Affidavit is true and correct as per the records and nothing material has been concealed by me therefrom.

Verified by me on this day of 15<sup>th</sup> October, 2024



Certified that Shri. Mr. Sandeep Choudhary

who has been identified by Shri. \_\_\_\_\_  
presented the Affidavit before me today at \_\_\_\_\_  
ALONG with Statutory Affidavit to the contents of  
this Affidavit and confirmed the contents which  
have been stated.

SURBHAIMA  
Notary Public  
Date: 15/10/2024

  
Deponent

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW DELHI  
ORIGINAL APPLICATION NO. 951 OF 2024

IN THE MATTER OF:

RAJPAL SINGH

VERSUS

... AFFLIANT

ELDECO COMPANY & ORS.

... RESPONDENTS

KNOW ALL TO WHOM THESE PRESENTS SHALL COME THAT I VAMNHAV LALIT S/O SHL GULSHAN LALIT AGED ABOUT 28 YEARS, R/O- C-66, ANSAL TOWN, KARNAL, HARYANA 132001 AUTHORIZED REPRESENTATIVE FOR RESPONDENT NO. 4 IN THE ABOVE-NAMED MATTER, DO HEREBY APPOINT: -

ADVOCATES:

| ROHIT NAGPAL | RAVI KUMAR | SWETASH KUMAR | DEVINDER SINGH | SACHIN SHARMA |
|--------------|------------|---------------|----------------|---------------|
| D-112/83     | UK -447/21 | D-4669/2623   | D-2379/0039    | D-1328/0863   |
| 9611601211   | 9932862453 | 8130733661    | 9666691014     | 9816722272    |

OFF: B-244, LDF, Greater Kailash-1, New Delhi - 110048

[hereinafter called the "Advocate"] to be my/our Advocate in the above noted case & authorize them: -  
 To act, appear and plead in the above-mentioned case in this Court and/or in any Court in which the same may be filed or heard and also in the appellate Courts including the Hon'ble Supreme Court subject to the payment of fees separately for each court by us.  
 To sign, file, verify and present pleadings, appeals, cross-objections or petitions for execution, review, revision, withdrawal, compromise, or other petitions, or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.  
 To file and take back documents to admit and/or deny the documents of opposite party.  
 To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.  
 To take execution proceedings.  
 To deposit, draw and receive money, cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.  
 To appoint and instruct any other Legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think it to do so and to sign the Power of Attorney on our behalf.  
 And I/we the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.  
 And I/we undertake that I / we or my / our duly authorized agent would appear in the Court on all hearings and will inform the Advocate for appearance when the case is called.  
 And I / we the undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain himself.  
 And I / we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court.  
 I/We hereby agree that once the fee is paid, I / we will not be entitled for the refund of the same in any case whatsoever. If the case lasts for more than three years, the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every additional three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my / our hand to these presents the contents of which have been understood by me/us on this 25<sup>th</sup> day of October 2024.

Accepted subject to the terms of fees.

For Eldeco Infrabuild Limited

Advocate(s)  
*Rohit Nagpal*

*[Signature]*  
Authorised Signatory/Director

*[Signature]*

*[Signature]*  
(Sachin's Name)  
01/10/24/2024

*[Signature]*