

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI**

OA NO. 297 OF 2023

IN THE MATTER OF:

NAKUL KAPOOR

...APPLICANT

VERSUS

DELHI POLLUTION CONTROL COMMITTEE & ORS.

...RESPONDENTS

NDOH: 13.05.2024

INDEX

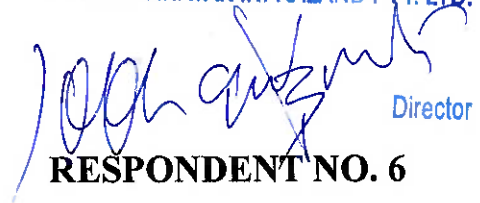
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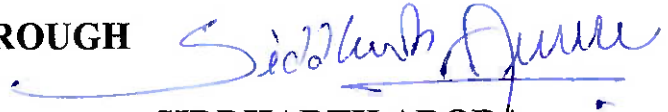
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For SHRI VINAYAK INFRLAND PVT. LTD.


Director

RESPONDENT NO. 6

THROUGH



**SIDDHARTH ARORA
ADVOCATE**

**C-24, GREATER KAILASH ENCLAVE-I,
NEW DELHI-110048.**

PLACE: DELHI

DATED: 12/05/2024

MOBILE: +91-9839211111

ENROLLMENT NO. D-1402/2016

EMAIL: siddhartharora@live.com

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**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI**

OA NO. 297 OF 2023

IN THE MATTER OF:

NAKUL KAPOOR

...APPLICANT

VERSUS

DELHI POLLUTION CONTROL COMMITTEE & ORS.

...RESPONDENTS

**REPLY ON BEHALF OF THE RESPONDENT NO. 6 IN
RESPONSE TO THE APPLICATION DATED 03.02.2023
FILED BY THE APPLICANT**

The Respondent No. 6 above named;

MOST RESPECTFULLY SHOWETH:

PRELIMINARY SUBMISSIONS/ OBJECTIONS:

1. That the Respondent No. 6 is a private limited company incorporated and existing under the provisions of The Companies Act, 2013. Mr. Lokesh Kr. Gupta has been duly authorized, vide Board Resolution dated 10.05.2024, to sign, verify and file the present Reply on behalf of the Respondent No. 6 and swear the affidavit in support thereof. Mr. Lokesh Kr. Gupta is fully conversant with the facts and circumstances of the present case on the basis of records maintained by the Respondent No. 6 and even otherwise, in as much as, Mr. Lokesh Kr. Gupta has been looking after the affairs of the Respondent No. 6 in the ordinary course of its business/ affairs. True Copy of the Extracts of the Board

*Identified by
Mukesh Kr
Advocate
MK
9936423229*

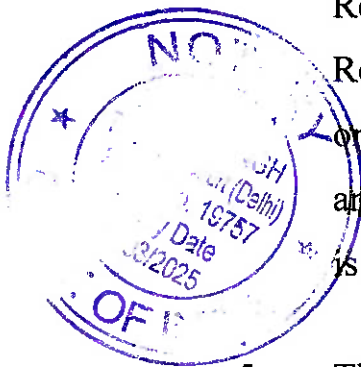


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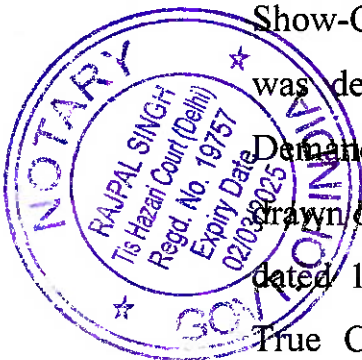
Resolution dated 10.05.2024 are annexed herewith as **Annexure-R1**.

2. That the entire immovable property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054 ("said property"), was mortgaged with Religare Finvest Ltd., on 05.01.2011.
3. That the Respondent No. 6 had been held entitled to and had been allocated built-up portion admeasuring around 1500 square yards, situated at immovable property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, in terms of Judgment and Decree dated 04.01.2021, passed by the Hon'ble High Court of Delhi at New Delhi, in CS(OS) 416/ 2020.
4. That the Judgment and Decree dated 04.01.2021, passed by the Hon'ble High Court of Delhi at New Delhi, in CS(OS) 416/ 2020, was registered before the Office of the Sub-Registrar-I, New Delhi, on 12.11.2021, as Document/Registration No. 10,826, in Book No. 1, Volume No. 8,773, on pages 121 to 168. True Copy of the Registered Judgment and Decree dated 04.01.2021, passed in CS(OS) 416/ 2020, is annexed herewith as **Annexure-R2**.
5. That the Respondent No. 6 deposited a sum of Rs. 6,55,23,319/-, with Religare Finvest Ltd., in terms of the Judgment and Decree dated 04.01.2021, passed by the Hon'ble High Court of Delhi at New Delhi, in CS(OS) 416/ 2020. Religare Finvest Ltd. upon receipt of the entire outstanding loan amount, issued a No-Dues Letter dated



27.08.2021 and released the mortgage on the said property. True Copy of the No-Dues Letter dated 27.08.2021 is annexed herewith as **Annexure-R3**.

6. That the Respondent No. 6 had come in possession of the said property on as is what is whatever is basis. The two (2) borewells, which were previously existing at the said property, were sealed by the Office of the Sub-Divisional Magistrate, Civil Lines, on/ around 02.11.2023. The seals affixed by the Office of the Sub-Divisional Magistrate, Civil Lines, on the two (2) borewells were kept intact at all material times and were not removed by the Respondent No. 6 at any point of time whatsoever.
7. That Show-Cause Notice dated 11.12.2023, was issued by the Respondent No. 1, thereby levying Environmental Compensation of Rs. 90,000/-. In this Show-Cause Notice dated 11.12.2023 it was wrongly alleged that there were/ are three (3) borewells at the said property. True Copy of the Show-Cause Notice dated 11.12.2023 is annexed herewith as **Annexure-R4**.
8. That in order to carry out scrupulous compliance of the Show-Cause Notice dated 11.12.2023, a sum of Rs. 90,000/- was deposited with the Respondent No. 1, by way of Demand Draft bearing No. 503669, dated 15.04.2024, drawn on ICICI Bank, Delhi. True Copy of the Cover Letter dated 15.04.2024 is annexed herewith as **Annexure-R5**. True Copy of the Demand Draft dated 15.04.2024 is annexed herewith as **Annexure-R6**.



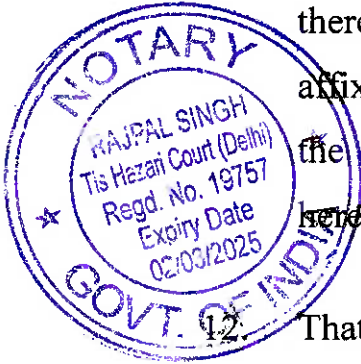
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9. That in/ around the first week of April, 2024, there was an attempt by some anti-social elements to steal the two (2) borewells from the said property since there was/ is no proper gate installed at the said property.

10. That the Office of the Sub-Divisional Magistrate, Civil Lines, re-sealed the two (2) borewells existing at the said property, on/ around 12.04.2024. The seals affixed by the Office of the Sub-Divisional Magistrate, Civil Lines, on the two (2) borewells are kept intact as on the date of filing of the present Reply. Original Photographs taken on 10.05.2024 of the two (2) borewells are annexed herewith as **Annexure-R7**. Original Newspaper dated 10.05.2024 is annexed herewith as **Annexure-R8**.

11. That Show-Cause Notice dated 20.04.2024 was issued by the Office of the Sub-Divisional Magistrate, Civil Lines, thereby calling upon to show cause as to why the seals affixed on the borewells were tampered with. True Copy of the Show-Cause Notice dated 20.04.2024 is annexed herewith as **Annexure-R9**.

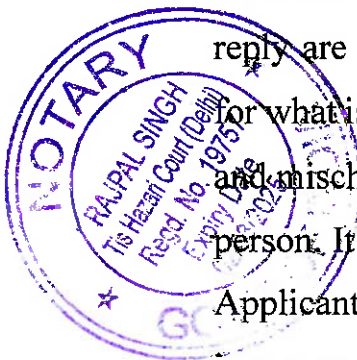


That Reply dated 22.04.2024 was submitted with the Office of the Sub-Divisional Magistrate, Civil Lines, thereby stating that there was an attempt to steal the borewells from the said property since there was no proper gate installed at the said property. In this Reply dated 22.04.2024 it was/ is undertaken that the borewells at the said property shall not be used. True Copy of the Reply dated 22.04.2024 is annexed herewith as **Annexure-R10**.

13. That the two (2) borewells at the said property are lying sealed, as on the date of filing of the present Reply, as well as the seals affixed thereupon, by the Office of the Sub-Divisional Magistrate, Civil Lines, are also intact. The Respondent No. 6 undertakes to keep the two (2) borewells in sealed condition subject to further or other orders.
14. That there is no other or third borewell at the said property and inadvertently, the motor pump at the said property which is being used to pump out water from the underground tank has been mistook for a third borewell. Original Photographs taken on 10.05.2024 of the motor pump are annexed herewith as **Annexure-R11**.
15. That there is no attempt on part of the Respondent No. 6 to run the two (2) borewells to draw ground water and the Respondent No. 1 has, even otherwise, taken appropriate remedial action, in accordance with law and as such, the present Application ought to be dismissed/ disposed-off by this Hon'ble Tribunal.

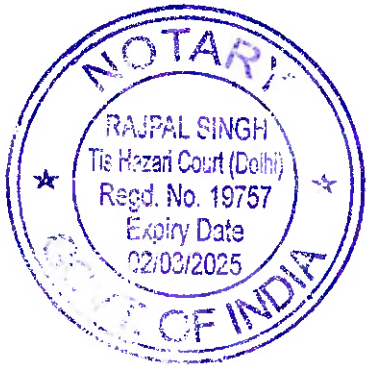
PARAWISE REPLY ON MERITS:

1. That the contents of Para No. 1 of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and mischievous to allege that the Applicant is an aggrieved person. It is wrong, false and mischievous to allege that the Applicant works with various NGOs for the environment. It is wrong, false and mischievous to allege that the Applicant planted hundreds of plants in Delhi or various other states.

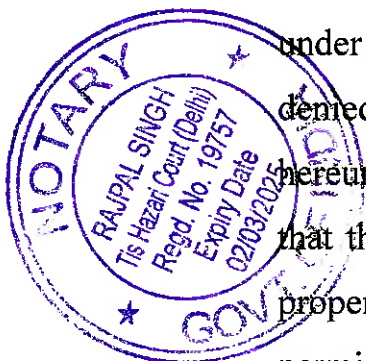


2. That the contents of Para No. 2 of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder.

- a) That the contents of Para No. 2(a) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and mischievous to allege that the Applicant, on 04.12.2022, visited Civil Lines area, to search for a site for plantation. It is wrong, false and mischievous to allege that water was coming from the pipe and flushing in the sewer. It is wrong, false and mischievous to allege that there is wastage of water. It is wrong, false and mischievous to allege that the Applicant entered the said property with the intent to ascertain the source of water. It is wrong, false and mischievous to allege that water was/ is flushing out for last two months. It is wrong, false and mischievous to allege that the water is coming out from the stones present underneath. It is wrong, false and mischievous to allege that the person alleged that it takes four (4) months to extract water from the site. It is wrong, false and mischievous to allege that any water is being extracted from the ground at the said property as on the date of filing of the present Reply. It is wrong, false and mischievous to allege that there was/ is any harm to any tree at the said property. It is wrong, false and mischievous to allege that there is any arbitrary or illegal activity ongoing at the said property.



- b) That the contents of Para No. 2(b) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and mischievous to allege that there is any digging site at the said property. It is wrong, false and mischievous to allege that water is coming out from the stones underneath the site from last more than two (2) months. It is wrong, false and mischievous to allege that the water of lakes situated in Kamla Nehru Ridge/ Bonta is the source of the water underneath the said property. It is wrong, false and mischievous to allege that the water level of the lakes is going drastically low.
- c) That the contents of Para No. 2(c) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. The contents of the Complaint dated 05.12.2022 are denied.
- d) That the contents of Para No. 2(d) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and mischievous to allege that the Respondent No. 6 is excavating on the said property for construction of the basement without permission. It is wrong, false and mischievous to allege that the Respondent No. 6 is illegally extracting groundwater from the said property and flushing out the same in the sewer. It is wrong, false and



mischievous to allege that the Respondent No. 6 has been illegally extracting the groundwater from past six (6) months.

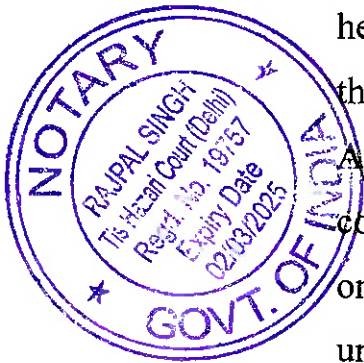
- e) That the contents of Para No. 2(e) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and mischievous to allege that the Respondent No. 6 is still illegally extracting the groundwater and flushing the same into the drain.
- f) That the contents of Para No. 2(f) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and mischievous to allege that there was/ is illegal extraction of ground water or flushing of extracted ground water in the sewer.
- g) That the contents of Para No. 2(g) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and mischievous to allege that water is being drawn out of the said property. It is wrong, false and mischievous to allege that loss to natural resource has been caused.
- h) That the contents of Para No. 2(h) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and mischievous to allege

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that the act of Respondent No. 6 has resulted in wastage of natural resource.

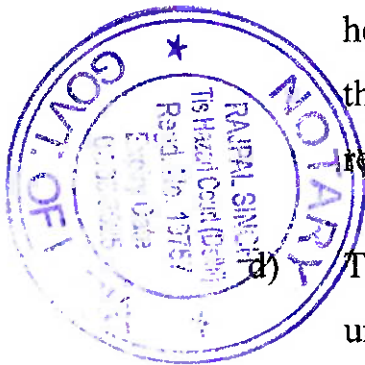
- i) That the contents of Para No. 2(i) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and mischievous to allege that the alleged act committed by Respondent No. 6 is for its personal gain without paying heed to the good of the society.
- j) That the contents of Para No. 2(j) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and mischievous to allege that the alleged act committed by Respondent No. 6 is putting the natural resources at stake.
- k) That the contents of Para No. 2(k) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and mischievous to allege that any cause of action has ever arisen in favor of the Applicant and/ or any cause of action is subsisting or continuing in favor of the Applicant, as falsely alleged on any dates/ events as mentioned in the Para No. 2(k) under reply.



PARAWISE REPLY TO GROUNDS:

3. That the contents of Para No. 3 of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder.

- a) That the contents of Para No. 3(a) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and mischievous to allege that the Respondent No. 6 is excavating the land without permission. It is wrong, false and mischievous to allege that the Respondent No. 6 is illegally extracting the ground water from the said property and flushing out the same in the sewer.
- b) That the contents of Para No. 3(b) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and vexatious to allege that the water is still continuing to be flushed into the drain.
- c) That the contents of Para No. 3(c) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and vexatious to allege that the Respondent No. 6 is wasting the natural resource.
- d) That the contents of Para No. 3(d) of the Application under reply are wrong, false and vexatious and thus denied, save for what is specifically admitted hereunder. It is wrong, false and vexatious to allege that the act committed by Respondent No. 6 is putting the natural resource at stake.



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PRAYER:

That in the above noted circumstances, it shall be in the interest of justice that this Hon'ble Tribunal may be pleased to:

- (a) Pass an appropriate order thereby dismissing or disposing-off the Application under reply; and
- (b) Pass any other and further order(s) as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the present case.

For SHRI VINAYAK INFRA LAND PVT. LTD.



Director

RESPONDENT NO. 6

THROUGH



**SIDDHARTH ARORA
ADVOCATE**

**C-24, GREATER KAILASH ENCLAVE-I,
NEW DELHI-110048.**

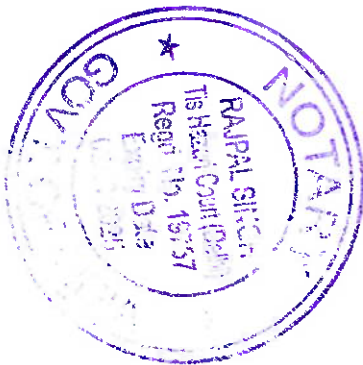
PLACE: DELHI

DATED: 12/05/2024

MOBILE: +91-9839211111

ENROLLMENT NO. D-1402/2016

EMAIL: siddhartharora@live.com



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**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI**

OA NO. 297 OF 2023

IN THE MATTER OF:

NAKUL KAPOOR

...APPLICANT

VERSUS

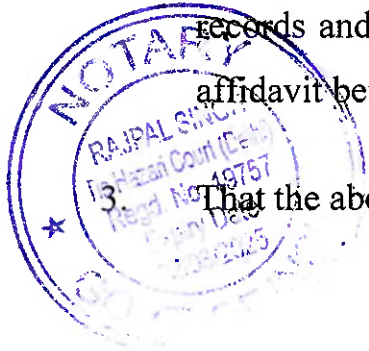
DELHI POLLUTION CONTROL COMMITTEE & ORS.

...RESPONDENTS

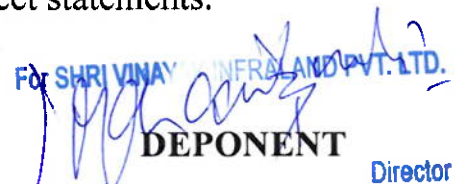
AFFIDAVIT

I, Lokesh Kr. Gupta, S/o. Late Mr. R. K. Gupta, R/o. 110/6, Banarasi Das Estate, Timarpur, Delhi-110009, aged about 47 years, do hereby solemnly affirm and declare as under:

1. That I am the Director of the Respondent No. 6 in the above case and am well conversant with the facts of the case and am competent to swear the present affidavit.
2. That the contents of the accompanying Reply have been drafted by my Counsel under my instructions and the contents thereof have been read over and understood by me and the same are true to my knowledge and also based on records and the same may kindly be read as a part of this affidavit being not repeated herein for the sake of brevity.



3. That the above are my true and correct statements.

For SHRI VINAY INFRA LAND PVT. LTD.

DEPONENT
Director

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VERIFICATION:

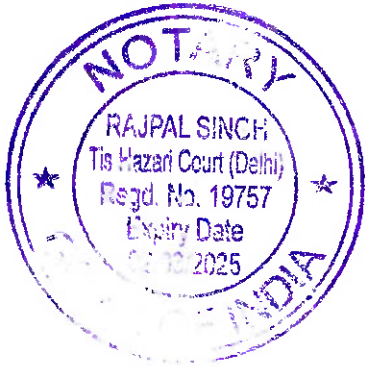
Verified at Delhi on this 12th day of May, 2024, that the contents of the above affidavit are true to the best of my knowledge and belief and also based on records, nothing material has been concealed therefrom and no part thereof is false.

Siddharth Jena
Adv.

For SHRI VINAYAK INFRA LAND PVT. LTD.

[Signature]
DEPONENT Director

12 MAY 2024



ATTESTED
[Signature]
NOTARY PUBLIC DELHI (INDIA)

NOTARY PUBLIC

70/1

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ANNEXURE - R1

14

SHRI VINAYAK INFRALAND PRIVATE LIMITED

CIN: U45200DL2009PTC191070

Registered Address: 6-B, Under Hill Road, Civil Lines, New Delhi-110054.

EXTRACT OF THE RESOLUTION PASSED IN THE BOARD MEETING OF SHRI VINAYAK INFRALAND PVT. LTD., HELD ON 10.05.2024, AT 11:30 AM, AT 6-B, UNDER HILL ROAD, CIVIL LINES, NEW DELHI-110054.**AUTHORITY FOR DEALING WITH LEGAL MATTERS**

RESOLVED THAT Mr. Lokesh Kr. Gupta, S/o. Late Mr. R. K. Gupta, R/o. 110/6, Banarasi Das Estate, Timarpur, Delhi-110009, the Director of Shri Vinayak Infraland Pvt. Ltd. ["SVIL"], be and is hereby authorized on behalf of SVIL to deal with legal matters of SVIL and to institute legal proceeding on behalf of SVIL against any person/ persons/ bodies corporate/ entity/ government authorities etc. and to defend SVIL against any legal proceeding instituted/ to be instituted by any person/ persons/ bodies corporate/ entity/ government authorities against SVIL including dealing with legal matters for and/ or against SVIL in respect of any dispute.

FURTHER RESOLVED THAT Mr. Lokesh Kr. Gupta, the Director/ Authorized Signatory/ Representative of SVIL is hereby authorized to:

1. To institute, file, sign and verify any litigation on behalf of SVIL and to defend, initiate, pursue, compromise any claim/ suit/ petition/ appeal/ case filed by or against SVIL in all courts/ authorities/ tribunals viz. Arbitral Tribunal, District Courts, High Courts, Supreme Court of India, etc., and to sign, verify and file writ petitions, appeals, complaints, criminal complaints, representations, plaints, petitions, statement of claims, written statements, applications, affidavits, counter affidavits, rejoinder affidavits and to represent SVIL in the courts/ authorities/ tribunals, to refer the matter to arbitration, mediation and/ or for conciliation, to file, pursue, continue and/ or defend execution petitions, to enter into a lawful compromise in respect of any litigation(s), to deposit and/ or withdraw any money in any litigation, to depose on behalf of SVIL and to file or withdraw documents on behalf of SVIL and to receive money in cash and/ or by cheque(s)/ bank draft(s)/ pay order(s)/ treasury voucher(s) etc., to appoint pleaders, advocates and to sign the vakalatnama in their favour and to appoint further attorney(s), *perokar* etc. to conduct the said cases.
2. To participate in mediation proceedings before any authority/ forum.
3. To enter into any lawful settlement/ agreement in the mediation proceedings or otherwise.
4. To sign and/ or execute any lawful settlement agreement or any other application, affidavit, document, bond etc. that may be required to be signed and/ or executed in this behalf.

Certified True Copy

For SHRI VINAYAK INFRALAND PVT. LTD.

Director

For SHRI VINAYAK INFRALAND PVT. LTD.

Director



सत्यमेव जयते

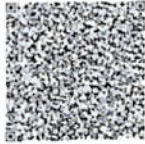
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL39028221515113T
 Certificate Issued Date : 20-Oct-2021 02:27 PM
 Account Reference : IMPACC (IV) dl969503/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL96950373216288801291T
 Purchased by : SAROJ GOYAL AND OTHERS
 Description of Document : Article 58 Settlement
 Property Description : PROPERTY BEARING NO.2-B, GOELA LANE, UNDER HILL ROAD, CIVIL LINES, DELHI-110054.
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SHRI VINAYAK INFRLAND PVT LTD
 Second Party : SAROJ GOYAL AND OTHERS
 Stamp Duty Paid By : SAROJ GOYAL AND OTHERS
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

LOCKED

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APUN MUNAD

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



24640528 8212

21-11-1985

Shri Vinayak Infraland Pvt. Ltd.

Authorised Sign.

For Stamp Duty :
 1. The stamp duty is payable on the value of the property as shown in the certificate of sale.
 2. The stamp duty is payable on the value of the property as shown in the certificate of sale.
 3. The stamp duty is payable on the value of the property as shown in the certificate of sale.

P.1

True Copy

11/11/15

True Copy

IN THE HIGH COURT OF DELHI AT NEW DELHI

CS (OS) NO. 416 OF 2020

IN THE MATTER OF:

M/S. SHRI VINAYAK INFRLAND PVT. LTD. & ORS.

...PLAINTIFFS

VERSUS

MRS. KUSUM GUPTA & ORS.

...DEFENDANTS

For Plaintiff

MEMO OF PARTIES

[Signature]
Kusum Jaiswal Verma
High Court of Delhi

- 1. M/S. SHRI VINAYAK INFRLAND PRIVATE LIMITED,
(a company incorporated and existing
under the Indian Companies Act, 1956)

through it's Director/ Authorized Representative

office at: 6-C, RACQUET COURT ROAD,
CIVIL LINES, DELHI-110054.
MOBILE: +91-9999996489
EMAIL: svilhomes@gmail.com

- 2. MRS. SAROJ GOYAL,
W/O. MR. PRAMOD GOYAL,
R/O. HOUSE NO. C-3/50A,
YAMUNA VIHAR, DELHI-110053.
MOBILE: +91-9810095340
EMAIL: goyallighthouse@gmail.com

- 3. MRS. REKHA GOYAL,
W/O. MR. VIPIN GOYAL,
R/O. HOUSE NO. C-3/50A,
YAMUNA VIHAR, DELHI-110053.
MOBILE: +91-9810095340
EMAIL: goyallighthouse@gmail.com

Shri Vinayak Infripland Pvt. Ltd.

[Signature]
Authorized Sign.

Certified to be True Copy

[Signature]
Examiner, Dept. of Registration
& Stamps, Govt. of NCT of Delhi
Authorized Under Section 70
Indian Evidence Act.

P-2

True Copy

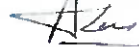
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 4. MRS. ANITA GOEL,
 W/O. MR. MANOJ GOYAL,
 R/O. HOUSE NO. C-3/50A,
 YAMUNA VIHAR, DELHI-110053.
 MOBILE: 9810095340
 EMAIL: goyallighthouse@gmail.com

...PLAINTIFFS

VERSUS

1. MRS. KUSUM GUPTA,
 W/O. MR. RAJINDER PRASAD GUPTA,
 R/O. 13/38, SHAKTI NAGAR, DELHI-110007.
 MOBILE: +91-9810197148
 EMAIL: aparnalace@gmail.com
2. MR. RAJINDER PRASAD GUPTA
 S/O. LATE MR. RAM KUMAR GUPTA,
 R/O. 13/38, SHAKTI NAGAR, DELHI-110007.
 MOBILE: +91-9810197148
 EMAIL: aparnalace@gmail.com
3. MR. SUMIT GUPTA,
 S/O. MR. RAJINDER PRASAD GUPTA,
 R/O. 13/38, SHAKTI NAGAR, DELHI-110007.
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4. Mr. SANDEEP GUPTA,
 S/O. MR. RAJINDER PRASAD GUPTA,
 R/O. 13/38, SHAKTI NAGAR, DELHI-110007.
 MOBILE: +91-9999332013
 EMAIL: aparnalace@gmail.com
5. MR. SHIV KUMAR,
 S/O. LATE MR. S.R. MITTAL,
 R/O. 2592, LAMBI GALI, PUNJABI BASTI,
 SUBZI MANDI, DELHI-110007.
 MOBILE: +91-9213927499
 EMAIL: dmittal1511982@gmail.com

Shri Vinayak Infraland Pvt. Ltd.



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Reg.No. 10826

Date 11/11/2021 17:20:27

Deed Related Detail

Deed Name SETTLEMENT		SETTLEMENT	
Land Detail			
Telisil Sub Teasil Sub Registrar I		Building Type	
Village City Civil Line			
Place (Segment) Civil Line			
Property Type			
Property Address House No.: 2-B, Road No.:	Civil Line		
Area of Property 1.00 Sq.Meter	0.00	0.00	
Money Related Detail			
Consideration 100.00 Rupees	Stamp Duty Paid 100.00 Rupees		
Value of Registration Fee 1,000.00 Rupees	Pasting Fee 100.00 Rupees		
Transfer Duty 0 Rupees	Government Duty 100 Rupees		

This document of SETTLEMENT SETTLEMENT

Presented by: Sh/Smt. S/o, W/o R/o
 SRI VINAYAK INFRA LAND PVT LTD RAKESH KUMAR 11 268 KALYAN PURI EXT DELHI
 (DIPLOMA ARCHITECTURE)

at the office of the Sub Registrar, Delhi this 11/11/2021 17:03:51 day Thursday between the hours of

Signature of Presenter

Execution admitted by the said Shri / Ms. SRI VINAYAK INFRA LAND PVT LTD THRU ARUN KUMAR

and Shri / Ms. SAROJ GOYAL

Who is/are identified by: Sh/Smt. K/s. JAGDISH CHANDER S/o W/o D/o MAHURA DUTT R/o 88 B BLK BABA CLY BURARI DL
 and Shri. Smt. K/s. NIRVAJ KUMAR S/o W/o D/o BRAHMAN PRAKASH R/o 11513 KASHMERE GATE DL

(Married) Witnesses of Shri Vinayak Infra Land Pvt. Ltd known to me

contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the said document (use may be) hand thumb impression of the executant has been affixed in my presence

Date 12/11/2021 18:35:03

Registrar/Sub Registrar
 Sub Registrar I
 Delhi/New Delhi



2190220110826

Revenue Department NCT of Delhi

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6. MR. MUKESH GARG,
 S/O. LATE MR. G.S. GARG,
 R/O. 61/6, RAMJAS ROAD,
 KAROL BAGH, NEW DELHI-110005.
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 EMAIL: mukeshgarg1965@gmail.com

7. MRs. RAJNI GARG,
 W/O. MR. MUKESH GARG,
 R/O. 61/6, RAMJAS ROAD,
 KAROL BAGH, NEW DELHI-110005.
 MOBILE: +91-9958837766
 EMAIL: mukeshgarg1965@gmail.com

...DEFENDANTS

PLAINTIFFS


THROUGH Siddhant Jaiswal

LALIT GUPTA
 ADVOCATE
 16, COMMISSIONER'S LANE,
 CIVIL LINES, DELHI-110054.
 MOBILE: 9810355699
 TEL.NO.23914140 / 23914122
 ENROLLMENT NO.D-803/2000
 LAWYER'S CODE:DHC01576
 EMAIL: lgadvocates@gmail.com

PLACE: DELHI
 DATED: 07.12.2020.

Shri Vinayak Infraland Pvt. Ltd.

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Special Power of Attorney Copy

 20/12/2020
 20/12/2020
 20/12/2020

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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CS(OS) 416/2020

I.A.11859/2020 (under Order XXXIX Rule 1 and 2 CPC)

M/S SHRI VINAYAK INFRA LAND PVT. LTD. & ORS..... Plaintiff

Represented by: Mr. Lalit Gupta, Advocate with
Mr Siddharth Arora, Advocate for P1
to P4

versus

MRS. KUSUM GUPTA & ORS. Defendant

Represented by: Mr. Gaurav Gupta, Advocate for D1 to
D4

Mr. Parv Garg, Advocate for D5 to D7

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

% 04.01.2021

The hearing has been conducted through Video Conferencing.

I.A.1/2021 (under Order XXIII Rule 3 CPC by plaintiff Nos.1 to 4 and
defendant Nos.1 to 7)

1. By this joint application filed by the plaintiff Nos. 1 to 4 and defendant Nos.1 to 7, seek decree of suit in terms of the settlement arrived at between the parties before the Delhi High Court Mediation and Conciliation Centre on 19th December, 2020.

2. The application is duly supported by the affidavits of the four plaintiffs and the seven defendants. Application is thus disposed of decreeing the suit in terms of the settlement.

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 Registration
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 Section 79
 Government of NCT of Delhi

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CS(OS) 416/2020

1. Plaintiff Nos. 1 to 4 and defendant Nos. 1 to 7 have entered into a settlement before the Delhi High Court Mediation and Conciliation Centre on 19th December, 2020 on the following terms and conditions:-

1. That previously an Agreement to Sell dated 01.11.2017 was executed between the Party No. 5 herein as owner/ seller and the Party Nos. 9 & 10 herein as prospective purchasers with regard to an area admeasuring 800 square yards out of property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054. However, the Party Nos. 9 & 10 hereto give up all their claims in the above referred property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards, or any part thereof. The Party Nos. 9 & 10 do not claim any right, title or interest with regard to the above referred property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards, or any part thereof, either on the basis of previously executed Agreement to Sell dated 01.11.2017 or even otherwise. In nutshell, Party Nos. 9 & 10 have no right, title, concern or interest whatsoever with regard to the above referred property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards, or any part thereof.
2. That previously an Agreement to Sell dated 25.04.2019 was executed between the Party No. 5 herein as owner/ seller and the Party No. 11 herein as prospective purchaser with regard to entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards. However, the Party No. 11 hereto gives up all her claims in the above referred property bearing No. 2-B, Goela Lane Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards, or any part thereof. The Party No. 11 does not claim any right, title or interest with regard to the above referred property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054 comprising of freehold plot of land admeasuring 1800 square yards, or any part thereof, either on the

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Revenue
Additional Revenue Officer

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basis of previously executed Agreement to Sell dated 25.04.2019 or even otherwise. In nutshell, Party No. 11 has no right, title, concern or interest whatsoever with regard to the above referred property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards, or any part thereof.

- 3. That in lieu of the Party Nos. 9, 10 & 11 giving up all their claims/rights with regard to above referred entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards and also in lieu of the Party Nos. 9, 10 & 11 giving up all their monetary claims towards entire money paid till date by Party Nos. 9, 10 & 11 to Party No. 5 pursuant to Agreements to Sell dated 01.11.2017 and 25.04.2019; the entire built-up immovable property bearing No. B-27, Satyawati Nagar, now also known as Satyawati Colony, Delhi-110052, built on freehold plot of land admeasuring 250.84 square meters, shall be owned by Party No.11 as absolute owner of the said entire built-up immovable property bearing No. B-27, Satyawati Nagar, now also known as Satyawati Colony, Delhi-110052, built on freehold plot of land admeasuring 250.84 square meters with all rights of every nature incidental and ancillary thereto. The ownership of the said entire built-up immovable property bearing No. B-27, Satyawati Nagar, now also known as Satyawati Colony, Delhi-110052, built on freehold plot of land admeasuring 250.84 square meters, is being given to Party No. 11 as per mutual consent between all the parties hereto and more particularly as per the request of Party Nos. 5, 6, 9, 10 & 11. The ownership of the said entire built-up immovable property bearing No. B-27, Satyawati Nagar, now also known as Satyawati Colony, Delhi-110052, built on freehold plot of land admeasuring 250.84 square meters is being given to Party No. 11 on "AS IS WHERE IS WHATEVER IT IS" basis. All original documents of ownership including complete previous chain of documents of ownership and other relevant records including records of all litigations, complaints etc. pertaining to this Satyawati Colony property have already been handed over by Party Nos 1 to 4 to Party Nos 9 to 11 and the said Party Nos. 9 to 11 have thoroughly checked all these records at their own end and have also carried out complete due diligence with regard to this Satyawati

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Notary Public
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Colony property and the Party Nos. 9 to 11 are fully satisfied in all regards. This built up immovable property bearing No B-27, Satyawati Nagar, now also known as Satyawati Colony, Delhi-110052, built on freehold plot of land admeasuring 250.84 square meters is subject matter of some litigations at the moment which have been clearly mentioned in the Supplementary Agreement dated 02.12.2020 and the Party Nos. 9 to 11 acknowledge that the said Party Nos. 9 to 11 are fully aware of present status of all these litigations being CS (OS) No. 636/2019, TRP (C) No. 28/2020 and FAO(OS) No. 60/2020, all pending before the Hon'ble High Court of Delhi and CS No. 74/2018 pending before the Id. Civil Judge North-West District, Rohini Courts, New Delhi. Further, it is clearly understood between the parties hereto that there is no injunction restraining the Party Nos. 1 to 4 from selling/ transferring/ dealing with the said Satyawati Colony property. Still further, the Party Nos. 1 to 4 are presently not in physical possession of this Satyawati Colony property and therefore only symbolic possession of this Satyawati Colony property is being handed over by Party Nos. 1 to 4. All such litigations which are either pending or which may come up in future with regard to this Satyawati Colony property shall be pursued/ defended/ continued by Party Nos. 9 to 11 at all stages and before all Courts at their own costs, risks, efforts and expenses and in any event, the Party Nos. 1 to 4 shall not be responsible for any Order(s)/ Judgment(s)/ Decree(s) that may be ultimately passed in any of such litigations. The Party No. 11 will be entitled to get executed a Sale Deed in her favour from Party Nos. 1 to 4 with regard to the said Satyawati Colony property within one week of the Party No. 5 executing Irrevocable General Power of Attorney in favour of Director(s)/ Nominee(s)/ Authorized Representative(s) of the Party No. 1 with regard to the allocation of the Party No. 1 as per Collaboration Agreement dated 19.12.2020 with regard to the said Civil Lines property.

4. That the parties hereto admit and acknowledge the correctness, legality, enforceability and validity of Collaboration Agreement dated 30.07.2019 and also the Supplementary Agreement dated 02.12.2020. All the parties further undertake not to ever dispute, in any manner whatsoever, the said Collaboration Agreement dated 30.07.2019 and also the Supplementary Agreement dated 02.12.2020. The Party No. 1

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Date: 12/12/2020
Signature: _____
Name: _____
Designation: _____

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and the Party No. 5 have mutually modified the terms of the previously executed Collaboration Agreement dated 30.07.2019 and also the Supplementary Agreement dated 02.12.2020 as per terms of the present Settlement Agreement. As such, the Party No.1 and the Party No. 5 have entered into a fresh Collaboration Agreement dated 19.12.2020, terms whereof shall remain binding on them as also their successors etc. The parties hereto admit and acknowledge the correctness, legality, enforceability and validity of Collaboration Agreement dated 19.12.2020. All the parties further undertake not to ever dispute, in any manner whatsoever, the terms of the said Collaboration Agreement dated 19.12.2020 and the parties hereto also undertake to abide by all the terms and conditions of the said Collaboration Agreement dated 19.12.2020. Photocopy of Collaboration Agreement dated 19.12.2020 is annexed herewith as Annexure-M1

5. That the Party No. 1 shall solely develop and construct the above referred entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards from its own funds and resources. The Party No. 1 shall develop/construct four Blocks comprising of maximum possible floors / flats in each of these four Blocks on the said entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054 as per the proposed site plan (Annexure-M2) by utilizing maximum available/permissible FAR. It is hereby clarified that the said four Blocks have been shown as Block-A (in Yellow colour), Block-B (in Blue colour), Block-C (in Red colour) and Block-D (in Green colour) in the proposed site plan pertaining to the above referred entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards and it is hereby made clear that this site plan is a mere proposed site plan and there is no building plan sanctioned by the Municipal Authorities till date. True copy of proposed site plan pertaining to the entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards, is annexed herewith as Annexure-M2.

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 Department of _____
 Section No. _____

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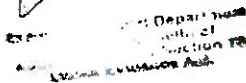
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6. That the Party No. 5 shall only be entitled to and has been allocated the built-up basement floor, the built-up ground floor and the built-up first floor in Block-D alongwith proportionate/ undivided rights in the plot of land underneath to the extent of 1/6th (equivalent to 300 square yards) out of entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards without any roof rights whatsoever. These built-up floors shall be delivered by the Party No. 1 to Party No. 5 in raw form without any finishing work i.e. mere bare shell structure only within a period of two years to be reckoned from the date of grant of sanctioned building plans by the Municipal Authorities. The Party No. 5 shall not be entitled to any rights in the roof / terrace of either Block-D or any other Blocks A, B or C to be built / developed on property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054. Apart from this allocation, the Party No. 5 shall also be entitled to a further gross sum of Rs. 4,55,00,000/- (Rupees Four Crores and Fifty Five Lakh Only) which would be paid by the Party No. 1 to the Party No. 5. This gross amount of Rs. 4,55,00,000/- (Rupees Four Crores and Fifty Five Lakh Only) is in addition to the total sum of Rs. 96,00,000/- (Rupees Ninety Six Lakh Only) which has already been received by the Party No. 5 from the Party No. 1 as already mentioned hereinabove. TDS on the entire gross amount of Rs. 5,51,00,000/- (Rupees Five Crores and Fifty One Lakh Only) would be deducted by Party No. 1 as per prevalent statutory norms/ rates.
7. That the Party No. 1 shall be entitled to and has been allocated the entire built-up Block-A, entire built-up Block-B, entire built-up Block-C and the built-up second floor alongwith roof/terrace situated above the said built-up second floor of Block-D alongwith proportionate/ undivided rights in the plot of land underneath to the extent of 5/6th (equivalent to 1500 square yards) out of entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards.
8. That out of the entitlement/ allocation of the Party No. 1, the Party Nos. 2 to 4 shall jointly be entitled to the entire built-up basement floor and the entire built-up ground floor in Block-C of property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054 without any rights whatsoever in First Floor and/ or Second

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 Government of NCT of Delhi

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Floor and/ or roof/ terrace floor of the said Block-C. The Party Nos. 2 to 4 shall not be entitled to any rights in the roof / terrace of either Block-C or any other Blocks A, B or D to be built /developed on property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054.

9. The Party No. 1 shall make every possible endeavour to apply for and obtain sanctioned building plans of property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054 as early as possible. In case any litigation is required to be initiated against Municipal Authorities in respect of obtaining sanctioned building plans, then the Party No. 1 shall do so at its own cost and resources. However, the Party No. 1 shall not be held responsible for the time consumed towards such litigation and such time spent in litigation regarding sanctioned building plans shall not be counted towards the time consumed by the Party No. 1 in development of the said Civil Lines property.
10. That it has been disclosed by the Party Nos. 5 & 6 that vide Loan Agreement dated 31.07.2010 (Loan Account No. XMIIIDPNG00010847, Application ID 524785) a home loan facility to the tune of Rs. 4,50,00,000/- (Rupees Four Crores and Fifty Lakh Only) was previously availed by Party Nos. 5 & 6 from Religare Housing Development Finance Corporation Limited against property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054 wherein presently there are some defaults / irregularities. The Party Nos. 5 & 6 have further disclosed that Religare Housing Development Finance Corporation Limited has already initiated proceedings under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act for short) and S.A. No. 328/2017 filed by Party Nos. 5 & 6 herein is pending before the P.O., DRT-III, New Delhi. The Party Nos. 5 & 6 have further represented that as per them only an amount of Rs. 1,93,27,897/- is due and payable towards the aforesaid Home Loan whereas a higher amount is being wrongly claimed by Religare Housing Development Finance Corporation Limited. The Party Nos. 5 & 6 undertake to pay off/clear/settle the said loan out of the above referred sum of Rs. 4,55,00,000/- (Rupees Four Crores and Fifty Five Lakh Only). In order to clear the said loan, the Party No. 1 shall pay an amount up-to Rs. 4,55,00,000/-

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Sworn to before me at
 this 11th day of 11/2020
 by the said Party Nos. 5 & 6
 in presence of the undersigned
 Notary Public for Delhi

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(Rupees Four Crores and Fifty Five Lakh Only) directly to Religare Housing Development Finance Corporation Limited for and on behalf of Party Nos. 5 & 6. However, if the said loan is settled/cleared for an amount less than Rs. 4,55,00,000/- (Rupees Four Crores and Fifty Five Lakh Only) then the difference thereof would be paid by the Party No. 1 to the Party No.5. Still further, if the said loan is settled/cleared for an amount more than Rs. 4,55,00,000/- (Rupees Four Crores and Fifty Five Lakh Only), then the difference thereof would be paid by the Party Nos. 5 & 6, either from sale of allocation entitlement of the Party No. 5 under the Collaboration as aforesaid or from their other personal resources/assets.

11. That the Party No. 1 shall be entitled to obtain all original documents of ownership including previous chain of original documents of ownership which are presently in custody and possession of Religare Housing Development Finance Corporation Limited (as per List of original Documents provided by Religare Housing Development Finance Corporation Limited) and all other related original documents pertaining to entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, directly from Religare Housing Development Finance Corporation Limited and the Party No. 1 shall also be entitled to retain all these original documents with itself. Additionally, the Party No. 1 shall also be entitled to obtain vacant, peaceful and physical possession of the entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054 comprising of freehold land admeasuring 1800 square yards, directly from Religare Housing Development Finance Corporation Limited and the Party No. 1 shall also be entitled to retain such possession to itself. Photocopy of List of original Documents provided by Religare Housing Development Finance Corporation Limited pertaining to the entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards, is annexed herewith as Annexure-M3.

12. That the Party No. 1 shall obtain all requisite permissions/sanctions for development/ construction of entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards from its own resources, efforts and funds.

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13. That the Party No. 5 shall execute General Power of Attorney(ies) in favour of the Director(s)/ Nominee(s)/ Authorized Representative(s) of the Party No. 1 so as to enable the said Party No. 1 to obtain sanctioned building plans and deal with all concerned government departments including but not limited to North MCD, Electricity Department, Delhi Jal Board, Archaeological Survey of India, DUAC, Fire Department, PWD/CPWD, Tree Office / Deputy Conservator of Forests etc. and also to represent the Party No. 1 in all litigations/ court cases, either pending or which may come up in future, with regard to entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards. The Party No. 5 undertakes not to revoke and/or cancel this General Power of Attorney(ies) under any circumstances whatsoever. These General Power of Attorney(ies) shall be executed within a maximum period of one week from the date when the present suit bearing CS (OS) No. 416/2020 has been finally decreed/disposed off by the Hon'ble High Court of Delhi.
- 14 That the Party No. 5 shall additionally and separately execute yet another Irrevocable General Power of Attorney in favour of Director(s)/ Nominee(s)/ Authorized Representative(s) of the Party No. 1 so as to enable the said Party No. 1 to sell, transfer, encumber, use, let out or otherwise howsoever deal with the allocation of the Party No. 1 as mentioned hereinabove in Clause No. 7. This Irrevocable General Power of Attorney shall be executed by Party No. 5 within a maximum period of one week from the date when the dues / loan of Religare Housing Development Finance Corporation Limited has been cleared/settled and No Dues Certificate has been granted by Religare Housing Development Finance Corporation Limited. In case, the Party No. 5 fails to execute this Irrevocable General Power of Attorney, then the Party No. 1 shall be entitled to obtain and get executed such an Irrevocable General Power of Attorney under the orders of the Hon'ble High Court of Delhi by filing execution proceedings through appointment of an appropriate Court Commissioner. A mutually agreed draft of Irrevocable General Power of Attorney to be executed by Party No. 5 in favour of Director(s)/ Nominee(s)/ Authorized Representative(s) of the Party No. 1 is annexed herewith as Annexure-M4. Additionally, the Party

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Asw

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No. 5 shall also execute a Will in favour of the Director(s)/ Nominee(s)/ Authorized Representative(s) of the Party No. 1 in respect of the allocation of the Party No. 1 as mentioned hereinabove in Clause No. 7 and the said Will shall be executed and got registered by the Party No. 5 within a maximum period of one week from the date when the present suit bearing CS (OS) No. 416/2020 has been finally decreed/disposed off by the Hon'ble High Court of Delhi

15. That the Party No. 1 shall be entitled to enter into any agreement for sale/ booking with prospective purchasers with regard to the allocation of the Party No. 1 immediately upon the present suit bearing CS (OS) No. 416/2020 being decreed/ disposed off by the Hon'ble High Court of Delhi even before the (a) sanction of building plans by the Municipal authorities, (b) commencement of construction at the site of Civil Lines property and/ or (c) completion of construction at the site of Civil Lines property. The Party No. 1 shall also be entitled to receive money/ sale consideration in its own name and in its own favour from prospective purchasers against sale/ booking of the portions / areas falling to the allocation of the Party No. 1 in terms of Clause No. 7 as mentioned hereinabove

16. That the Party No. 11 has disclosed that a Civil Suit bearing CS SCJ No. 3259/2019 titled as 'Rajni Garg Vs. Kusum Gupta' has been filed by the Party No. 11 against the Party No. 5 which is presently pending before the Court of Id. Civil Judge, Central District Tis Hazari Courts, Delhi. The Party No. 11 hereby gives up all her claims as made in this CS SCJ No. 3259/2019 and this Civil Suit bearing CS SCJ No. 3259/2019 shall be treated to have been unconditionally withdrawn by the Party No. 11 hereto upon the signing of the present Settlement Agreement. The Party No. 11 undertakes to move an application before the concerned Court of Id. Civil Judge thereby formally withdrawing this CS SCJ No. 3259/2019 within a maximum period of one week from the date when the present suit bearing CS (OS) No. 416/2020 has been finally decreed /disposed off by the Hon'ble High Court of Delhi. In case the Party No. 11 does not formally withdraw this CS SCJ No. 3259/2019, the Party No. 1 herein shall be entitled to move an application for withdrawal/ dismissal of this CS SCJ No. 3259/2019 on the basis of the present Settlement Agreement

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17. That the Party Nos. 5 & 6 have clearly represented and warranted that apart from above referred Agreement(s) to Sell dated 01.11.2017 and 25.04.2019 and the loan facility obtained from Religare Housing Development Finance Corporation Limited, the entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, is completely unencumbered and that the Party No. 5 has previously not sold, gifted, transferred, mortgaged, let out, encumbered or otherwise howsoever dealt with her rights, title and interest in property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof and that the title of Party No. 5 is fully marketable and therefore the Party No. 5 is fully competent to now enter into the present Mediation Settlement Agreement and also execute all documents in respect of property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof, in favour of the Party No. 1 and/or the Director(s)/ Nominee(s)/ Authorized Representative(s) of the Party No. 1 so as to convey/ transfer marketable title. The Party Nos. 5 & 6 have further clearly represented and warranted that they have previously not entered into or executed any other agreements for sale, bayana receipts or any other documents of similar nature with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof with any other third parties.
18. That the Party Nos. 5 & 6 undertake that if any third party(ies) makes any claim(s) with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof, on the basis of any act(s) committed by and/or any document(s) executed by Party Nos. 5 & 6, then the said Party Nos. 5 & 6 shall be solely responsible to defend and/or settle such claims from their own independent resources and in any event, the Party Nos. 1 to 4 shall be kept completely indemnified and harmless in this regard.
19. That the Party Nos. 5 & 6 undertake not to enter into / execute any further agreements for sale, bayana receipts, rent agreements, sale deed(s), gift deed(s) or any other documents of similar nature with

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- regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof with any other third parties at any point of time in future. The Party Nos. 5 & 6 further undertake not to sell, encumber, mortgage, transfer possession or create any other third party interest of any nature whatsoever with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof.
20. That the Party Nos. 9 to 11 have clearly represented and warranted that none of them have till date encumbered and/or created any other/ further third party interests of any nature whatsoever with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof with any other third parties on the basis of above referred Agreement(s) to Sell dated 01.11.2017 and 25.04.2019 or otherwise. The Party Nos. 9 to 11 have further clearly represented and warranted that none of them have till date entered into or executed any other agreements for sale, bayana receipts or any other documents of similar nature with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof with any other third parties on the basis of above referred Agreement(s) to Sell dated 01.11.2017 and 25.04.2019 or otherwise.
21. That the Party Nos. 9 to 11 undertake that if any third party(ies) makes any claim(s) with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof, on the basis of any act(s) committed by and/or any document(s) executed by Party Nos. 9 to 11, then the said Party Nos. 9 to 11 shall be solely responsible to defend and/or settle such claims from their own independent resources and in any event, the Party Nos. 1 to 4 shall be kept completely indemnified and harmless in this regard.
22. That the Party Nos. 9 to 11 undertake not to enter into / execute any agreements for sale, bayana receipts, rent agreements or any other documents of similar nature with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi 110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof.

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Examined by the Department
of
Revenue
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Delhi

P 16

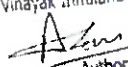
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with any other third parties at any point of time in future. The Party Nos. 9 to 11 further undertake not to encumber or create any other third party interest of any nature whatsoever with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof.

23. That the Party Nos. 7 & 8 admit and acknowledge that the property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards is the self-acquired property of the Party No. 5 namely Mrs. Kusum Gupta and the said Civil Lines property is not an HUF /ancestral/ joint family property. The Party Nos. 7 & 8 further admit and acknowledge that none of them have any right, title, concern or interest in property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof, of any nature whatsoever. The Party Nos. 7 & 8 further represent and assure that none of them have till date encumbered and/or created any other third party interests of any nature whatsoever with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof. Party Nos. 7 & 8 undertake not to make any claims of any nature whatsoever with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof, at any point of time in future also.

24 That all the parties hereto admit and acknowledge that to bring about a quietus to the pendency of disputes with regard to rival claims pending between the parties and also to put a quietus to pendency of litigation(s), the parties have entered into the present Settlement Agreement

25. That the parties hereto admit and acknowledge that keeping in view the rival claims of the parties hereto and further keeping in view the pendency of litigation(s) between the parties hereto and still further keeping in view the prevalent extremely poor real estate market conditions on account of outbreak of Covid-19 in India and most other parts of the world (which Covid-19 has already been declared as a pandemic by World Health Organization) and all other

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prevailing circumstances, the terms of collaboration have been mutually, amicably and voluntarily agreed upon between the Party No. 1 herein as Builder/ Developer and the Party No. 5 as Owner of property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, so as to arrive at a one-time settlement.

26. That the parties hereto admit and acknowledge that the total monetary consideration amount payable by the Party No. 1 to the Party No. 5 has been mutually and voluntarily agreed between the parties hereto after due deliberations, negotiations etc. and keeping in view each and every relevant factor and the quantification of this total monetary consideration amount would never be called into question, by the parties hereto on any ground whatsoever at any point of time in future.

27. That the Party No. 5 undertakes that even after execution and registration of an Irrevocable General Power of Attorney in favour of Director(s)/ Nominee(s)/ Authorized Representative(s) of the Party No. 1 as mentioned aforesaid, the Party No. 5 shall also forthwith execute any further document(s)/ deed(s), if required by the Party No. 1 as per its sole discretion, for affecting a complete transfer of the allocation of the Party No. 1 as mentioned in Clause No. 7 hereinabove in the said Civil Lines property i.e. property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, in favour of the prospective purchaser(s) or the Party No. 1 and also to enable the Party No. 1 to have and to hold a clear and marketable title with regard to the said allocation of the Party No. 1 in the said Civil Lines property, without seeking/ claiming any further sale consideration amount or money.

28. That the Party No. 5 admits and acknowledges that it hereby formally grants/ gives its formal No-Objection in respect of any application to be forthwith made by the Party No. 1 as Builder/ Developer of the said Civil Lines property i.e. property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, for grant of the sanctioned building plan(s) by the Municipal Corporation of Delhi/ North Delhi Municipal Corporation.

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EXEMPTED FROM PAYMENT OF STAMP DUTY
As per Section 118A of the Indian Stamp Act, 1899

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29. That the parties hereto admit and acknowledge that the dues of Property Tax, Electricity Charges and Water Charges in respect of the said Civil Lines property i.e. property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, till the handing over of actual and vacant possession to the Party No. 1 after clearance of dues of Religare Housing Development Finance Corporation Limited, shall be paid and borne by the Party No. 5. However, thereafter, such dues shall be paid by the individual parties as per their allocation in the said Civil Lines property i.e. property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards. It is made clear that any liability towards payment of income tax, capital gain, interest, penalty, etc.; as may arise or become due/ payable because of the transaction of collaboration of the said Civil Lines property or because of the transaction with regard to Satyawati Colony property shall be individually and directly paid/ borne by the respective party(ies) upon whom such demand of income tax, capital gain, interest, penalty etc. is raised, directly to the concerned department(s)/ authority(ies), including but not limited to the Income Tax Department Stamp Duty charges payable, if any, towards drawing up of formal decree sheet in CS (OS) No. 416/2020 shall be paid/ borne by the respective party(ies) as per their respective entitlement under the present Settlement Agreement.

30. That true copy of the Master Data of the Party No.1 as available on the website of Ministry of Corporate Affairs is annexed herewith as Annexure-M5. True copy of the PAN Card of Party No. 1 is annexed herewith as Annexure-M6. True Copy of the Board Resolution dated 05.12.2020 passed by the Board of Directors of the Party No.1 in favour of Mr. Lokesh Kr Gupta is annexed herewith as Annexure-M7. True Copy of the Aadhar Card of Mr. Lokesh Kr Gupta being the Director/ Authorized Representative of the Party No. 1 is annexed herewith as Annexure-M8. True Copy of the PAN Card of the Party No. 2 is annexed herewith as Annexure-M9. True Copy of the Aadhar Card of the Party No. 2 is annexed herewith as Annexure-M10. True Copy of the PAN Card of the Party No. 3 is annexed herewith as Annexure-M11. True Copy of the Aadhar Card of the Party No. 3 is annexed herewith as Annexure-M12. True Copy of the PAN Card of

Shri Vinayak Infraland Pvt. Ltd.

A. K. Singh
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the Party No. 4 is annexed herewith as Annexure-M13. True Copy of the Aadhar Card of the Party No. 4 is annexed herewith as Annexure-M14. True Copy of the PAN Card of the Party No. 5 is annexed herewith as Annexure-M15. True Copy of the Aadhar Card of the Party No. 5 is annexed herewith as Annexure-M16. True Copy of the PAN Card of the Party No. 6 is annexed herewith as Annexure-M17. True Copy of the Aadhar Card of the Party No. 6 is annexed herewith as Annexure-M18. True Copy of the PAN Card of the Party No. 7 is annexed herewith as Annexure-M19. True Copy of the Aadhar Card of the Party No. 7 is annexed herewith as Annexure-M20. True Copy of the PAN Card of the Party No. 8 is annexed herewith as Annexure-M21. True Copy of the Aadhar Card of the Party No. 8 is annexed herewith as Annexure-M22. True Copy of the PAN Card of the Party No. 9 is annexed herewith as Annexure-M23. True Copy of the Aadhar Card of the Party No. 9 is annexed herewith as Annexure-M24. True Copy of the PAN Card of the Party No. 10 is annexed herewith as Annexure-M25. True Copy of the Aadhar Card of the Party No. 10 is annexed herewith as Annexure-M26. True Copy of the PAN Card of the Party No. 11 is annexed herewith as Annexure-M27. True Copy of the Aadhar Card of the Party No. 11 is annexed herewith as Annexure-M28.

31. That all the parties hereto have entered into the present Settlement Agreement with their own free will and volition, without any force, pressure, coercion or undue influence. The parties hereto further undertake to abide by each and every term of the present Settlement Agreement and not to violate the same under any circumstances.
32. That all the aforesaid parties to this Settlement Agreement assure that they will not initiate any other and/or further litigation(s), civil and/or criminal, against each other at any point of time as all their inter-se claims have been fully and finally settled.
33. That all the aforesaid parties to the present Settlement Agreement assure that they shall be personally present and make appropriate statement(s) before the concerned court(s) as and when required for giving full effect to the terms of the present settlement agreement.
34. All the parties also agree, understand and acknowledge that in case any of the party(ies) commit any default in performing his/ her/ their part of the obligations as contained in the present Settlement Agreement then the defaulting party(ies) shall be held to be in

Shri Vinayak Infraland Pvt. Ltd.


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contempt. Besides this, the non-defaulting party(ies) shall be entitled to enforce the terms and conditions as contained in the present Settlement Agreement by taking out execution proceedings before the court of law at the cost, risk and consequence(s) of the defaulting party(ies).

35. That the parties hereby agree that in view of the present Settlement Agreement having been arrived at between the parties hereto, the Party No. 1 shall be entitled to seek and pray for refund of entire court fee paid on the plaint of CS(OS) No. 416/2020 titled as "M/s. Shri Vinayak Infraland Pvt. Ltd. & Ors. Vs. Mrs. Kusum Gupta & Ors." in terms of Section 16 of the Court Fees Act, 1870.

36. That the parties hereby agree that they shall jointly pray to the Hon'ble High Court of Delhi for decreeing /disposing off the CS(OS) No.416/2020 titled as "M/s. Shri Vinayak Infraland Pvt. Ltd. & Ors Vs. Mrs. Kusum Gupta &Ors.", in terms of the present Settlement Agreement.

2. The settlement agreement received from the Delhi High Court Mediation and Conciliation Centre is accompanied by the consent emails of all the parties.

3. Considering the fact that IA 1/2021 is duly supported by the affidavits of plaintiff Nos. 1 to 4 and defendant Nos. 1 to 7, the suit is decreed in terms of the settlement as noted above.

4. The decree sheet will incorporate the terms of settlement.

5. Court fee be refunded to the plaintiff No. 1 in terms of Section 16 of the Court Fees Act. Registry will issue a necessary certificate in favour of the authorized representative of plaintiff No. 1 in this regard.

I.A.11859/2020 (under Order XXXIX Rule 1 and 2 CPC)

- 1. Application is disposed of as infructuous.
- 2. The dates of 17th February, 2021 before the learned Joint Registrar and 24th March, 2021 before this Court are cancelled.

Shri Vinayak Infraland Pvt. Ltd.
[Signature]
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416/2020

Authenticated as True Copy
[Signature]
Date: _____
At: _____

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3. Order be uploaded on the website of this Court

Sd
MUKTA GUPTA, J.

JANUARY 04, 2021

Shri Vinayak Infraland Pvt. Ltd.

Shri
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Examined & Verified
Audited & Reported by
MCA 21

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(DECREE IN A SUIT FOR SPECIFIC PERFORMANCE ETC.)

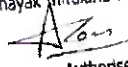
IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORDINARY ORIGINAL CIVIL JURISDICTION)

CS(OS) No.416/2020

1. M/s. Shri Vinayak Infraland Private Limited
(a company incorporated and existing
under the Indian Companies Act, 1956)
through it's Director/ Authorized Representative
Office at: 6-C, Racquet Court Road,
Civil Lines, Delhi – 110054
Email: svilhomes@gmail.com
 2. Mrs. Saroj Goyal
W/o Mr. Pramod Goyal
R/o House No.C-3/50A,
Yamuna Vihar, Delhi – 110053
Email: goyallighthouse@gmail.com
 3. Mrs. Rekha Goyal
W/o Mr. Vipin Goyal
R/o House No.C-3/50A,
Yamuna Vihar, Delhi – 110053
Email: goyallighthouse@gmail.com
 4. Mrs. Anita Goel
W/o Mr. Manoj Goyal
R/o House No.C-3/50A,
Yamuna Vihar, Delhi – 110053
Email: goyallighthouse@gmail.com
- ...Plaintiffs

Versus

1. Mrs. Kusum Gupta
W/o Mr. Rajinder Prasad Gupta
R/o 13/38, Shakti Nagar,
Delhi – 110007
Email: aparnalace@gmail.com

Shri Vinayak Infraland Pvt. Ltd.

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Certified to be True Copy:

Examine the original documents
attached to this petition
and certify the same to be true
copies of the original documents
attached to this petition.



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CS(OS) No.416/2020

- 2. Mr. Rajinder Prasad Gupta
S/o Late Mr. Ram Kumar Gupta
R/o 13/38, Shakti Nagar,
Delhi - 110007
Email: aparnalace@gmail.com
- 3. Mr. Sumit Gupta
S/o Mr. Rajinder Prasad Gupta
R/o 13/38, Shakti Nagar,
Delhi - 110007
Email: aparnalace@gmail.com
- 4. Mr. Sandeep Gupta
S/o Mr. Rajinder Prasad Gupta
R/o 13/38, Shakti Nagar,
Delhi - 110007
Email: aparnalace@gmail.com
- 5. Mr. Shiv Kumar
S/o Late Mr. S.R. Mittal
R/o 2592, Lambi Gali, Punjabi Basti,
Subzi Mandi, Delhi - 110007
Email: dmittal1511982@gmail.com
- 6. Mr. Mukesh Garg
S/o Late Mr. G.S. Garg
R/o 61/6, Ramjas Road,
Karol Bagh, New Delhi - 110005
Email: mukeshgarg1965@gmail.com
- 7. Mrs. Rajni Garg
W/o Mr. Mukesh Garg
R/o 61/6, Ramjas Road,
Karol Bagh, New Delhi - 110005
Email: mukeshgarg1965@gmail.com

Shri Vinayak Infraland Pvt. Ltd.

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...Defendants

Value of suit for purpose of jurisdiction : Rs. 3,25,00,950/-
 Court-fee paid : Rs. 3,19,652/-
 Plaint presented on : 10.12.2020

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 Examiner Judicial Department
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CS(OS) No.416/2020

CLAIM: FOR SPECIFIC PERFORMANCE, DECLARATION AND PERMANENT INJUNCTION.

THIS THE 04TH DAY OF JANUARY, 2021

CORAM: HON'BLE MS. JUSTICE MUKTA GUPTA

FOR THE PLAINTIFFS: Mr. Lalit Gupta, Advocate with
Mr. Siddharth Arora, Advocate for P1
to P4.

FOR THE DEFENDANTS: Mr. Gaurav Gupta, Advocate for D1
to D4.
Mr. Parv Garg, Advocate for D5 to
D7.

This suit coming on this day for final disposal before this Court in the presence of counsel for the parties as aforesaid; and upon the parties having arrived at a settlement before the Delhi High Court Mediation and Conciliation Centre vide Settlement Agreement dated 19.12.2020 and having filed the joint application (I.A. No.1/2021) under Order XXIII Rule 3 read with Section 151 CPC; it is ordered that a decree be and the same is hereby passed in terms of the settlement as incorporated in the aforesaid Settlement Agreement dated 19.12.2020, as under:-

Shri Vinayak Infraland Pvt. Ltd.

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"1. That previously an Agreement to Sell dated 01.11.2017 was executed between the Party No. 5 herein as owner/ seller and the Party Nos. 9 & 10 herein as prospective purchasers with regard to an area admeasuring 800 square yards out of property bearing No. 2-B, Goela Lane, Under Hill Road, Civil

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Lines, Delhi-110054. However, the Party Nos. 9 & 10 hereto give up all their claims in the above referred property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards, or any part thereof. The Party Nos. 9 & 10 do not claim any right, title or interest with regard to the above referred property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards, or any part thereof, either on the basis of previously executed Agreement to Sell dated 01.11.2017 or even otherwise. In nutshell, Party Nos. 9 & 10 have no right, title, concern or interest whatsoever with regard to the above referred property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards, or any part thereof.

- That previously an Agreement to Sell dated 25.04.2019 was executed between the Party No. 5 herein as owner/ seller and the Party No. 11 herein as prospective purchaser with regard to entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards. However, the Party No. 11 hereto gives up all her claims in the above referred property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards, or any part thereof. The Party No. 11 does not claim any right, title or interest with regard to the above referred property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of

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 Authorised Signatory
 [Signature]

Sanjiv Kumar
 Authorised Signatory
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land admeasuring 1800 square yards, or any part thereof, either on the basis of previously executed Agreement to Sell dated 25.04.2019 or even otherwise. In nutshell, Party No. 11 has no right, title, concern or interest whatsoever with regard to the above referred property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards, or any part thereof.

3. That in lieu of the Party Nos. 9, 10 & 11 giving up all their claims/rights with regard to above referred entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards and also in lieu of the Party Nos. 9, 10 & 11 giving up all their monetary claims towards entire money paid till date by Party Nos. 9, 10 & 11 to Party No. 5 pursuant to Agreements to Sell dated 01.11.2017 and 25.04.2019; the entire built-up immovable property bearing No. B-27, Satyawati Nagar, now also known as Satyawati Colony, Delhi-110052, built on freehold plot of land admeasuring 250.84 square meters, shall be owned by Party No.11 as absolute owner of the said entire built-up immovable property bearing No. B27, Satyawati Nagar, now also known as Satyawati Colony, Delhi-110052, built on freehold plot of land admeasuring 250.84 square meters with all rights of every nature incidental and ancillary thereto. The ownership of the said entire built-up immovable property bearing No. B-27, Satyawati Nagar, now also known as Satyawati Colony, Delhi-110052, built on freehold plot of land admeasuring 250.84 square meters, is being given to Party No. 11 as per mutual consent between all

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CS(OS) No.416/2020

the parties hereto and more particularly as per the request of Party Nos. 5, 6, 9, 10 & 11. The ownership of the said entire built-up immovable property bearing No. B-27, Satyawati Nagar, now also known as Satyawati Colony, Delhi-110052, built on freehold plot of land admeasuring 250.84 square meters is being given to Party No. 11 on "AS IS WHERE IS WHATEVER IT IS" basis. All original documents of ownership including complete previous chain of documents of ownership and other relevant records including records of all litigations, complaints etc. pertaining to this Satyawati Colony property have already been handed over by Party Nos. 1 to 4 to Party Nos. 9 to 11 and the said Party Nos. 9 to 11 have thoroughly checked all these records at their own end and have also carried out complete due diligence with regard to this Satyawati Colony property and the Party Nos. 9 to 11 are fully satisfied in all regards. This built-up immovable property bearing No. B-27, Satyawati Nagar, now also known as Satyawati Colony, Delhi 110052, built on freehold plot of land admeasuring 250.84 square meters is subject matter of some litigations at the moment which have been clearly mentioned in the Supplementary Agreement dated 02.12.2020 and the Party Nos. 9 to 11 acknowledge that the said Party Nos. 9 to 11 are

Shri Vinayak Infralands Pvt. Ltd.

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fully aware of present status of all these litigations being CS No. 636/2019, TR.P.(C) No. 28/2020 and FAO(OS) No. 60/2020, all pending before the Hon'ble High Court of Delhi and CS No. 74/2018 pending before the Ld. Civil Judge, North-East District, Rohini Courts, New Delhi. Further, it is clearly understood between the parties hereto that there is no injunction restraining the Party Nos. 1 to 4 from selling,

Checked by the Party
 Entered by the Party
 Authorised Signatory

[Signature] Page 6 of 25

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transferring/ dealing with the said Satyawati Colony property.
Still further, the Party Nos. 1 to 4 are presently not in physical possession of this Satyawati Colony property and therefore only symbolic possession of this Satyawati Colony property is being handed over by Party Nos. 1 to 4. All such litigations which are either pending or which may come up in future with regard to this Satyawati Colony property shall be pursued/ defended/ continued by Party Nos. 9 to 11 at all stages and before all Courts at their own costs, risks, efforts and expenses and in any event, the Party Nos. 1 to 4 shall not be responsible for any Order(s)/ Judgment(s)/ Decree(s) that may be ultimately passed in any of such litigations. The Party No. 11 will be entitled to get executed a Sale Deed in her favour from Party Nos. 1 to 4 with regard to the said Satyawati Colony property within one week of the Party No. 5 executing Irrevocable General Power of Attorney in favour of Director(s)/ Nominee(s)/ Authorized Representative(s) of the Party No. 1 with regard to the allocation of the Party No. 1 as per Collaboration Agreement dated 19.12.2020 with regard to the said Civil Lines property.

4. That the parties hereto admit and acknowledge the correctness, legality, enforceability and validity of Collaboration Agreement

dated 30.07.2019 and also the Supplementary Agreement dated

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02.12.2020. All the parties further undertake not to ever dispute, in any manner whatsoever, the said Collaboration

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Agreement dated 30.07.2019 and also the Supplementary Agreement dated 02.12.2020. The Party No.1 and the Party No.

5 have mutually modified the terms of the previously executed Collaboration Agreement dated 30.07.2019 and also the Supplementary Agreement dated 02.12.2020 as per terms of the

[Signature] Page 7 of 25 p-29

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CS(OS) No.416/2020

present Settlement Agreement. As such, the Party No.1 and the Party No. 5 have entered into a fresh Collaboration Agreement dated 19.12.2020, terms whereof shall remain binding on them as also their successors etc. The parties hereto admit and acknowledge the correctness, legality, enforceability and validity of Collaboration Agreement dated 19.12.2020. All the parties further undertake not to ever dispute, in any manner whatsoever, the terms of the said Collaboration Agreement dated 19.12.2020 and the parties hereto also undertake to abide by all the terms and conditions of the said Collaboration Agreement dated 19.12.2020. Photocopy of Collaboration Agreement dated 19.12.2020 is annexed herewith as Annexure-M1.

- 5. That the Party No. 1 shall solely develop and construct the above referred entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards from its own funds and resources. The Party No. 1 shall develop/construct four Blocks comprising of maximum possible floors / flats in each of these four Blocks on the said entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054 as per the proposed site plan (AnnexureM2) by utilizing maximum available/permisible FAR. It is hereby clarified that the said four Blocks have been

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shown as Block-A (in Yellow colour), Block-B (in Blue colour), Block-C (in Red colour) and Block-D (in Green colour) in the proposed site plan pertaining to the above referred entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land

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admeasuring 1800 square yards and it is hereby made clear that this site plan is a mere proposed site plan and there is no building plan sanctioned by the Municipal Authorities till date. True copy of proposed site plan pertaining to the entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards, is annexed herewith as Annexure-M2.

6. That the Party No. 5 shall only be entitled to and has been allocated the built-up basement floor, the built-up ground floor and the built-up first floor in Block-D alongwith proportionate/ undivided rights in the plot of land underneath to the extent of 1/6th (equivalent to 300 square yards) out of entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards without any roof rights whatsoever. These built-up floors shall be delivered by the Party No. 1 to Party No. 5 in raw form without any finishing work i.e. mere bare shell structure only within a period of two years to be reckoned from the date of grant of sanctioned building plans by the Municipal Authorities. The Party No. 5 shall not be entitled to any rights in the roof / terrace of either Block-D or any other Blocks A, B or C to be built /developed on property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054. Apart from this allocation, the Party No. 5 shall also be entitled to a further gross sum of Rs. 4,55,00,000/- (Rupees Four Crores and Fifty Five Lakh Only) which would be paid by the Party No. 1 to the Party No. 5. This gross amount of Rs. 4,55,00,000/- (Rupees Four Crores and Fifty Five Lakh Only)

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CS(OS) No.416/2020

is in addition to the total sum of Rs. 96,00,000/- (Rupees Ninety Six Lakh Only) which has already been received by the Party No. 5 from the Party No. 1 as already mentioned hereinabove. TDS on the entire gross amount of Rs. 5,51,00,000/- (Rupees Five Crores and Fifty One Lakh Only) would be deducted by Party No. 1 as per prevalent statutory norms/ rates.

- 7. That the Party No. 1 shall be entitled to and has been allocated the entire built-up Block-A, entire built-up Block-B, entire built-up Block C and the built-up second floor alongwith roof /terrace situated above the said built-up second floor of Block-D alongwith proportionate/ undivided rights in the plot of land underneath to the extent of 5/6th (equivalent to 1500 square yards) out of entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold plot of land admeasuring 1800 square yards.
- 8. That out of the entitlement/ allocation of the Party No. 1, the Party Nos. 2 to 4 shall jointly be entitled to the entire built-up basement floor and the entire built-up ground floor in Block-C of property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi 110054 without any rights whatsoever in First Floor and/ or Second Floor and/ or roof/ terrace floor of the said Block-C. The Party Nos. 2 to 4 shall not be entitled to any rights in the roof/ terrace of either Block-C or any other Blocks or D to be built /developed on property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054. The Party No. 1 shall make every possible endeavour to apply for and obtain sanctioned building plans of property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-

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110054 as early as possible. In case any litigation is required to be initiated against Municipal Authorities in respect of obtaining sanctioned building plans, then the Party No. 1 shall do so at its own cost and resources. However, the Party No. 1 shall not be held responsible for the time consumed towards such litigation and such time spent in litigation regarding sanctioned building plans shall not be counted towards the time consumed by the Party No. 1 in development of the said Civil Lines property.

10. That it has been disclosed by the Party Nos. 5 & 6 that vide Loan Agreement dated 31.07.2010 (Loan Account No. XMHDPNG00010847, Application ID 524785) a home loan facility to the tune of Rs. 4,50,00,000/- (Rupees Four Crores and Fifty Lakh Only) was previously availed by Party Nos. 5 & 6 from Religare Housing Development Finance Corporation Limited against property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi 110054 wherein presently there are some defaults / irregularities. The Party Nos. 5 & 6 have further disclosed that Religare Housing Development Finance Corporation Limited has already initiated proceedings under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act for short) and S.A. No. 328/2017 filed by Party Nos. 5 & 6 herein is pending before the P.O., DRT-III, New Delhi. The Party Nos. 5 & 6 have further represented that per them only an amount of Rs. 1,93,27,897/- is due and payable towards the aforesaid Home Loan whereas a higher amount is being wrongly claimed by Religare Housing Development Finance Corporation Limited. The Party Nos. 5 &

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CS(OS) No.416/2020

6 undertake to pay off/clear/settle the said loan out of the above referred sum of Rs. 4,55,00,000/- (Rupees Four Crores and Fifty Five Lakh Only). In order to clear the said loan, the Party No. 1 shall pay an amount up-to Rs. 4,55,00,000/- (Rupees Four Crores and Fifty Five Lakh Only) directly to Religare Housing Development Finance Corporation Limited for and on behalf of Party Nos. 5 & 6. However, if the said loan is settled/cleared for an amount less than Rs. 4,55,00,000/- (Rupees Four Crores and Fifty Five Lakh Only) then the difference thereof would be paid by the Party No. 1 to the Party No.5. Still further, if the said loan is settled/cleared for an amount more than Rs. 4,55,00,000/- (Rupees Four Crores and Fifty Five Lakh Only), then the difference thereof would be paid by the Party Nos. 5& 6, either from sale of allocation/ entitlement of the Party No. 5 under the Collaboration as aforesaid or from their other personal resources/assets.

11. That the Party No. 1 shall be entitled to obtain all original documents of ownership including previous chain of original documents of ownership which are presently in custody and possession of Religare Housing Development Finance Corporation Limited (as per List of original Documents provided by Religare Housing Development Finance Corporation Limited) and all other related original documents pertaining to entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, directly from Religare Housing Development Finance Corporation Limited and the Party No. 1 shall also be entitled to retain all these original documents with itself. Additionally, the Party No. 1

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Examination of Original Documents
Autenticity of Documents
Indian Evidence Act

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CS(OS) No.416/2020

of freehold land admeasuring 1800 square yards. The Party No. 5 undertakes not to revoke and/or cancel this General Power of Attorney(ies) under any circumstances whatsoever. These General Power of Attorney(ies) shall be executed within a maximum period of one week from the date when the present suit bearing CS (OS) No. 416/2020 has been finally decreed/disposed off by the Hon'ble High Court of Delhi.

14. That the Party No. 5 shall additionally and separately execute yet another Irrevocable General Power of Attorney in favour of Director(s)/ Nominee(s)/ Authorized Representative(s) of the Party No. 1 so as to enable the said Party No. 1 to sell, transfer, encumber, use, let out or otherwise howsoever deal with the allocation of the Party No. 1 as mentioned hereinabove in Clause No. 7. This Irrevocable General Power of Attorney shall be executed by Party No. 5 within a maximum period of one week from the date when the dues / loan of Religare Housing Development Finance Corporation Limited has been cleared/settled and No Dues Certificate has been granted by Religare Housing Development Finance Corporation Limited. In case, the Party No. 5 fails to execute this Irrevocable General Power of Attorney, then the Party No. 1 shall be

entitled to obtain and get executed such an Irrevocable General Power of Attorney under the orders of the Hon'ble High Court of Delhi by filing execution proceedings through appointment of an appropriate Court Commissioner. A mutually agreed draft of Irrevocable General Power of Attorney to be executed by Party No. 5 in favour of Director(s)/ Nominee(s)/ Authorized Representative(s) of the Party No. 1 is annexed herewith as Annexure-M4. Additionally, the Party No. 5 shall also execute a

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Will in favour of the Director(s)/ Nominee(s)/ Authorized Representative(s) of the Party No. 1 in respect of the allocation of the Party No. 1 as mentioned hereinabove in Clause No. 7 and the said Will shall be executed and got registered by the Party No. 5 within a maximum period of one week from the date when the present suit bearing CS (OS) No. 416/2020 has been finally decreed/disposed off by the Hon'ble High Court of Delhi.

15. That the Party No. 1 shall be entitled to enter into any agreement for sale/ booking with prospective purchasers with regard to the allocation of the Party No. 1 immediately upon the present suit bearing CS (OS) No. 416/2020 being decreed/ disposed off by the Hon'ble High Court of Delhi even before the (a) sanction of building plans by the Municipal authorities, (b) commencement of construction at the site of Civil Lines property and/ or (c) completion of construction at the site of Civil Lines property. The Party No. 1 shall also be entitled to receive money/ sale consideration in its own name and in its own favour from prospective purchasers against sale/ booking of the portions / areas falling to the allocation of the Party No. 1 in terms of Clause No. 7 as mentioned hereinabove.

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That the Party No. 11 has disclosed that a Civil Suit bearing CS SCJ No. 3259/2019 titled as "Rajni Garg Vs. Kusum Gupta" has been filed by the Party No. 11 against the Party No. 5 which is presently pending before the Court of Ld. Civil Judge, Central District, Tis Hazari Courts, Delhi. The Party No. 11 hereby gives up all her claims as made in this CS SCJ No. 3259/2019 and this Civil Suit bearing CS SCJ No. 3259/2019 shall be treated to have been unconditionally withdrawn by the

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Party No. 11 hereto upon the signing of the present Settlement Agreement. The Party No. 11 undertakes to move an application before the concerned Court of Ld. Civil Judge thereby formally withdrawing this CS SCJ No. 3259/2019 within a maximum period of one week from the date when the present suit bearing CS (OS) No. 416/2020 has been finally decreed /disposed off by the Hon'ble High Court of Delhi. In case the Party No. 11 does not formally withdraw this CS SCJ No. 3259/2019, the Party No. 1 herein shall be entitled to move an application for withdrawal/ dismissal of this CS SCJ No. 3259/2019 on the basis of the present Settlement Agreement.

17. That the Party Nos. 5 & 6 have clearly represented and warranted that apart from above referred Agreement(s) to Sell dated 01.11.2017 and 25.04.2019 and the loan facility obtained from Religare Housing Development Finance Corporation Limited, the entire property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, is completely unencumbered and that the Party No. 5 has previously not sold, gifted, transferred, mortgaged, let out, encumbered or otherwise howsoever dealt with her rights, title and interest in

Shri Vinayak Infraland Pvt. Ltd. property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof and that the title of Party No. 5 is fully marketable and therefore the Party No. 5 is fully competent to now enter into the present Mediation Settlement Agreement and also execute all documents in respect of property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land

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admeasuring 1800 square yards, or any part thereof, in favour of the Party No. 1 and/or the Director(s)/ Nominee(s)/ Authorized Representative(s) of the Party No. 1 so as to convey/ transfer marketable title. The Party Nos. 5 & 6 have further clearly represented and warranted that they have previously not entered into or executed any other agreements for sale, bayana receipts or any other documents of similar nature with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof with any other third parties.

18. That the Party Nos. 5 & 6 undertake that if any third party(ies) makes any claim(s) with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof, on the basis of any act(s) committed by and/or any document(s) executed by Party Nos. 5 & 6, then the said Party Nos. 5 & 6 shall be solely responsible to defend and/or settle such claims from their own independent resources and in any event, the Party Nos. 1 to 4 shall be kept completely indemnified and harmless in this regard.

19. That the Party Nos. 5 & 6 undertake not to enter into / execute any further agreements for sale, bayana receipts, rent agreements, sale deed(s), gift deed(s) or any other documents of similar nature with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof with any other third parties at any point of time in future. The Party Nos. 5 & 6 further undertake not to sell.

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encumber, mortgage, transfer possession or create any other third party interest of any nature whatsoever with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof.

20. That the Party Nos. 9 to 11 have clearly represented and warranted that none of them have till date encumbered and/or created any other/ further third party interests of any nature whatsoever with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof with any other third parties on the basis of above referred Agreement(s) to Sell dated 01.11.2017 and 25.04.2019 or otherwise. The Party Nos. 9 to 11 have further clearly represented and warranted that none of them have till date entered into or executed any other agreements for sale, bayana receipts or any other documents of similar nature with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof with any other third parties on the basis of above referred Agreement(s) to Sell dated 01.11.2017 and 25.04.2019 or otherwise.

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That the Party Nos. 9 to 11 undertake that if any third party(ies) makes any claim(s) with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof, on the basis of any act(s) committed by and/or any document(s) executed by Party Nos. 9 to 11, then the said Party Nos. 9 to 11 shall be solely responsible to defend

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CS(OS) No.416/2020

and/or settle such claims from their own independent resources and in any event, the Party Nos. 1 to 4 shall be kept completely indemnified and harmless in this regard.

22. That the Party Nos. 9 to 11 undertake not to enter into / execute any agreements for sale, bayana receipts, rent agreements or any other documents of similar nature with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof with any other third parties at any point of time in future. The Party Nos. 9 to 11 further undertake not to encumber or create any other third party interest of any nature whatsoever with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof.
23. That the Party Nos. 7 & 8 admit and acknowledge that the property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards is the self-acquired property of the Party No. 5 namely Mrs. Kusum Gupta and the said Civil Lines property is not an HUF /ancestral/ joint family property. The Party Nos. 7 & 8 further admit and acknowledge that none of them have any right, title, concern or interest in property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof, of any nature whatsoever. The Party Nos. 7 & 8 further represent and assure that none of them have till date encumbered and/or created any other third party interests of any nature whatsoever with regard to property bearing No. 2-

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Certified to be True Copy
 Executed at Delhi on this 11th day of
 11/08/2020
 Public Notary
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CS(OS) No.416/2020

B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof. Party Nos. 7 & 8 undertake not to make any claims of any nature whatsoever with regard to property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, or any part thereof, at any point of time in future also.

24. That all the parties hereto admit and acknowledge that to bring about a quietus to the pendency of disputes with regard to rival claims pending between the parties and also to put a quietus to pendency of litigation(s), the parties have entered into the present Settlement Agreement.
25. That the parties hereto admit and acknowledge that keeping in view the rival claims of the parties hereto and further keeping in view the pendency of litigation(s) between the parties hereto and still further keeping in view the prevalent extremely poor real estate market conditions on account of outbreak of Covid-19 in India and most other parts of the world (which Covid-19 has already been declared as a pandemic by World Health Organization) and all other prevailing circumstances; the terms of collaboration have been mutually, amicably and voluntarily agreed upon between the Party No. 1 herein as Builder/ Developer and the Party No. 5 as Owner of property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, so as to arrive at a one-time settlement.

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That the parties hereto admit and acknowledge that the total monetary consideration amount payable by the Party No. 1 to

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CS(OS) No.416/2020

the Party No. 5 has been mutually and voluntarily agreed between the parties hereto after due deliberations, negotiations etc. and keeping in view each and every relevant factor and the quantification of this total monetary consideration amount would never be called into question by the parties hereto on any ground whatsoever at any point of time in future.

27. That the Party No. 5 undertakes that even after execution and registration of an Irrevocable General Power of Attorney in favour of Director(s)/ Nominee(s)/ Authorized Representative(s) of the Party No. 1 as mentioned aforesaid, the Party No. 5 shall also forthwith execute any further document(s)/ deed(s), if required by the Party No. 1 as per its sole discretion, for affecting a complete transfer of the allocation of the Party No. 1 as mentioned in Clause No. 7 hereinabove in the said Civil Lines property i.e. property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, in favour of the prospective purchaser(s) or the Party No. 1 and also to enable the Party No. 1 to have and to hold a clear and marketable title with regard to the said allocation of the Party No. 1 in the said Civil Lines property, without seeking/ claiming any further sale consideration amount or money.

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28. That the Party No. 5 admits and acknowledges that it hereby formally grants/ gives its formal No-Objection in respect of any application to be forthwith made by the Party No. 1 as Builder/ Developer of the said Civil Lines property i.e. property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, for grant of the sanctioned building plants) by the

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Municipal Corporation of Delhi/ North Delhi Municipal Corporation.

29. That the parties hereto admit and acknowledge that the dues of Property Tax, Electricity Charges and Water Charges in respect of the said Civil Lines property i.e. property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards, till the handing over of actual and vacant possession to the Party No. 1 after clearance of dues of Religare Housing Development Finance Corporation Limited, shall be paid and borne by the Party No. 5. However, thereafter, such dues shall be paid by the individual parties as per their allocation in the said Civil Lines property i.e. property bearing No. 2-B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054, comprising of freehold land admeasuring 1800 square yards. It is made clear that any liability towards payment of income tax, capital gain, interest, penalty, etc.: as may arise or become due/ payable because of the transaction of collaboration of the said Civil Lines property or because of the transaction with regard to Satyawati Colony property shall be individually and directly paid/ borne by the respective party(ies) upon whom such demand of income tax, capital gain, interest, penalty etc is raised, directly to the concerned department(s)/ authority(ies), including but not limited to the Income Tax Department Stamp Duty charges payable, if any, towards drawing up of formal decree sheet in CS (OS) No 416 2020 shall be paid/ borne by respective party(ies) as per their respective entitlement under the present Settlement Agreement.

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CS(OS) No.416/2020

30. That true copy of the Master Data of the Party No.1 as available on the website of Ministry of Corporate Affairs is annexed herewith as Annexure-M5. True copy of the PAN Card of Party No.1 is annexed herewith as Annexure-M6. True Copy of the Board Resolution dated 05.12.2020 passed by the Board of Directors of the Party No.1 in favour of Mr. Lokesh Kr Gupta is annexed herewith as Annexure-M7. True Copy of the Aadhar Card of Mr. Lokesh Kr Gupta being the Director/ Authorized Representative of the Party No.1 is annexed herewith as Annexure-M8. True Copy of the PAN Card of the Party No. 2 is annexed herewith as Annexure-M9. True Copy of the Aadhar Card of the Party No. 2 is annexed herewith as Annexure-M10. True Copy of the PAN Card of the Party No. 3 is annexed herewith as Annexure-M11. True Copy of the Aadhar Card of the Party No. 3 is annexed herewith as Annexure-M12. True Copy of the PAN Card of the Party No. 4 is annexed herewith as Annexure-M13. True Copy of the Aadhar Card of the Party No. 4 is annexed herewith as Annexure-M14. True Copy of the PAN Card of the Party No. 5 is annexed herewith as Annexure-M15. True Copy of the Aadhar Card of the Party No. 5 is annexed herewith as Annexure-M16. True Copy of the PAN Card of the Party No. 6 is annexed herewith as Annexure-M17. True Copy of the Aadhar Card of the Party No. 6 is annexed herewith as Annexure-M18. True Copy of the PAN Card of the Party No. 7 is annexed herewith as Annexure-M19. True Copy of the Aadhar Card of the Party No. 7 is annexed herewith as Annexure-M20. True Copy of the PAN Card of the Party No. 8 is annexed herewith as Annexure-M21. True Copy of the Aadhar Card of the Party No.

Shri Vinayak Infraland Pvt. Ltd.

Authorised Signatory

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Examination Dept. of the Ministry of Corporate Affairs, Government of India, New Delhi-110001

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8 is annexed herewith as Annexure-M22. True Copy of the PAN Card of the Party No. 9 is annexed herewith as Annexure-M23. True Copy of the Aadhar Card of the Party No. 9 is annexed herewith as Annexure-M24. True Copy of the PAN Card of the Party No. 10 is annexed herewith as Annexure-M25. True Copy of the Aadhar Card of the Party No. 10 is annexed herewith as Annexure-M26. True Copy of the PAN Card of the Party No. 11 is annexed herewith as Annexure-M27. True Copy of the Aadhar Card of the Party No. 11 is annexed herewith as Annexure-M28.

31. That all the parties hereto have entered into the present Settlement Agreement with their own free will and volition, without any force, pressure, coercion or undue influence. The parties hereto further undertake to abide by each and every term of the present Settlement Agreement and not to violate the same under any circumstances.

32. That all the aforesaid parties to this Settlement Agreement assure that they will not initiate any other and/ or further litigation(s), civil and/ or criminal, against each other at any point of time as all their inter-se claims have been fully and finally settled.

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33. That all the aforesaid parties to the present Settlement Agreement assure that they shall be personally present and make appropriate statement(s) before the concerned court(s) as and when required for giving full effect to the terms of the present settlement agreement.

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Examined & Verified
Date: 24.05.2020
Notary Public
[Signature]

34. All the parties also agree, understand and acknowledge that in case any of the party(ies) commit any default in performing his/ her/ their part of the obligations as contained in the present

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CS(OS) No.416/2020

Settlement Agreement then the defaulting party(ies) shall be held to be in contempt. Besides this, the non-defaulting party(ies) shall be entitled to enforce the terms and conditions as contained in the present Settlement Agreement by taking out execution proceedings before the court of law at the cost, risk and consequence(s) of the defaulting party(ies).

- 35. That the parties hereby agree that in view of the present Settlement Agreement having been arrived at between the parties hereto, the Party No. 1 shall be entitled to seek and pray for refund of entire court fee paid on the plaint of CS(OS) No. 416/2020 titled as "M/s. Shri Vinayak Infraland Pvt. Ltd. & Ors. Vs. Mrs. Kusum Gupta & Ors." in terms of Section 16 of the Court Fees Act, 1870.
- 36. That the parties hereby agree that they shall jointly pray to the Hon'ble High Court of Delhi for decreeing /disposing off the CS(OS) No.416/2020 titled as "M/s. Shri Vinayak Infraland Pvt. Ltd. & Ors. Vs. Mrs. Kusum Gupta &Ors.", in terms of the present Settlement Agreement."

Given under the hand and seal of Hon'ble Mr. Justice D.N. Patel, Chief Justice of the High Court of Delhi at New Delhi, this the 04th day of January, 2021.

sd

DEPUTY REGISTRAR (O)

Shri Vinayak Infraland Pvt. Ltd.

Arun
Authorised Sign.

Certified to be True Copy
Date: _____
By: _____
In presence of witnesses _____

Diary No. 2138/21
 Date 22/9/21
 No. 46
 Cpt. 230E
 Process
 Register
 Agency
 Total 230E
 Name Lalit Gupta - R Associates - Ad
 Date 21/10/21
 21/10/21
 (Original)
 High Court of Delhi
 New Delhi
 ... (Judicial)



Spaul
 12/10/21




IN WITNESS WHEREOF : the parties hereto have signed this 'SETTLEMENT' on the day, month and year first above written, in the presence of the following witnesses.

WITNESSES :-

जगदीश चन्दर

1. JAGDISH CHANDER S/O SH.
MATHURA DUTT R/O H.NO.88,
GALI NO. 1F,B-BLOCK, BABA
COLONY, BURARI, DELHI-110084
A.C.NO. 4595 6784 0492

Shri Vinayak Infraland Pvt. Ltd.


Authorised Sign.

SHRI VINAYAK INFRLAND PVT.LTD.
(AUTHORIZED REPRESENTATIVE)
(MR. ARUN KUMAR)

निर्मल कुमार

2. NIRMAL KUMAR S/O SH.
BRAHAM PRAKASHI R/O 1/1513
KASHIMERI GATE DELHI-110006
A.C. NO. 60369 1623 0183

mail=svilhomes@gmail.com
m.no. 9999996489

P-48

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True Copy

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Reg. No.	Reg. Year	Book No.
10826	2021-2022	1



1st Party



Witness

Ind Party

1st Party SIB VINAYAK INDRALAND PATI TD THRU ARUNKUMAR

Ind Party SAROJ GOYAL


Witness JAGDISH CHANDER, NIRMAL KUMAR

Certificate (Section 60)

Registration No. 10.826 in Book No. 1 Vol No 8.773
on page 121 to 168 on this date 12/11/2021 17:32:44
and left thumb impressions has have been taken in my presence.

day Friday

Date 12/11/2021 18:35:51


Sub Registrar
Sub Registrar I
New Delhi/Delhi



2190438110826

come Department NCT of Delhi

DORIS

NIC-DST

True Copy



NO DUES LETTER

TO

DATE: August 27, 2017

Mr. RAJENDER PRASAD GUPTA
203 KINARI BAZAR CHANDNI CHOWK DELHI
DELHI - 110006 - Ph: 23260955

Sub: No dues letter & return of original property documents for loan A/c no- XMHDPNG00010847 (APP ID - 524785)

Dear Customer,

In reference to your Loan A/c no - XMHDPNG00010847 (APP ID - 524785). We confirm that the said loan account number has been closed in full and no dues are outstanding in favor of Religare Housing Development Finance Corporation Ltd. We are releasing the property related documents of property address, PLOT NO 2 B GOLLA LANE UNDER HILL ROAD CIVIL LINES DELHI, as per the list enclosed kindly acknowledge the receipt of the same.

SR NO.	TITLE DOCUMENTS
1	ORIGINAL SALE DEED DATED 21.7.2010 EXECUTED BETWEEN MRS. SADHANA GUPTA, MR. YOGESH PRAKASH & MR. VIVEK GUPTA AS VENDOR AND MRS KUSUM GUPTA AS VENDEE IN RESPECT OF UNDIVIDED LAND MEASURING 1000 SQ YDS., TOTAL LAND MEASURING 1800 SQ. YDS., PROPERTY BEARING MC NO.2 (OLD) 2-B NEW, SITUATED AT GOLLA LANE, UNDER HILL ROAD, CIVIL LINES, DELHI.
2	ORIGINAL SALE DEED DATED 31.08.2010 DOC NO: 8769
3	ORIGINAL SALE DEED DATED 23.07.1996 DOC NO: 5827
4	ORIGINAL SALE DEED DATED 23.07.1996 DOC NO: 5826
5	ORIGINAL SALE DEED DATED 23.07.1996 DOC NO: 5828
6	ORIGINAL SALE DEED DATED 23.07.1996 DOC NO: 5830
7	ORIGINAL SALE DEED DATED 30.09.2006 DOC NO: 6679
8	ORIGINAL SALE DEED DATED 05.07.2006 DOC NO: 4951
9	ORIGINAL SALE DEED DATED 04.05.2006 DOC NO: 3468
10	ORIGINAL MUTATION LETTER DATED 13.07.1996
11	ORIGINAL DEED OF CONVEYANCE DATED 30.03.1959
12	ORIGINAL SALE DEED DATED 04.05.2006 DOC NO. 3471
13	ORIGINAL SALE DEED DATED 13.01.2009 DOC NO: 7212
14	ORIGINAL SALE DEED DATED 13.01.2009 DOC NO: 7213
15	ORIGINAL MORTGAGE DEED DATED 05.01.2011 DOC NO: 190
16	ORIGINAL SALE DEED DATED 04.05.2006 DOC NO: 3467
17	ORIGINAL SALE DEED DATED 04.05.2006 DOC NO: 3470
18	ORIGINAL SALE DEED DATED 04.05.2006 DOC NO: 3469
19	ORIGINAL SALE DEED DATED 23.07.1996 DOC NO: 5825

HARISH GAUR
(51228)
MANAGER

Religare Housing Development Finance Corporation Limited

City: Indraprastha, New Delhi

Head Office: 11 Floor, P-11, 45/10, P Block, Connaught Place, New Delhi - 110001, India. Phone: +91-11-4002 1400, Fax No: +91-11-4002 1401

Customer Office: 401, 5th Floor, Sankar Hospital, Saket District Centre, New Delhi - 110017, India. Phone: +91-11-61405300

www.religarehome loans.com | customerservice@religare.com | 1800-286-4111, 1800-103-9711

True Copy

20	ORIGINAL SALE DEED DATED 23.07.1996 DOC NO: 5829
21	ORIGINAL MUTATION LETTER DATED 17.07.1997
22	ORIGINAL SALE DEED DATED 23.07.1996 DOC NO: 5824
23	ORIGINAL SALE DEED DATED 23.07.1996 DOC NO: 5823

We hope that you would find above clarifications and information in line with your requirements and through this communication we have addressed all your queries, satisfactorily.
 We assure you of our best services always.

Thanking You,

Religare Housing Development Finance Corporation Ltd.

HARISH GAUR
 (61228)

Authorized Signatory **MANAGER**

To know more about us, please visit our website-www.religarehomeloans.com.

In case of any loan related queries please feel free to reach us through any of the following channels.

1. Call us at 1860 266 4111 or email at customerservice@religare.com
2. Write to us at- Religare Housing Development Finance Corporation Limited A-3,4,5, Prins Global, 1st Floor Sector-125, Noida, U.P.-201301
3. SMS - LOANS to 575758

Kindly provide your GSTIN to us through below mentioned link/URL: <http://religarecatpl.com/php/29.php?l=1-website%2Flink.com/index.php?source=www.religarehomeloans.com>



DELHI POLLUTION CONTROL COMMITTEE
DEPARTMENT OF ENVIRONMENT, (GOVT. OF NCT OF DELHI)
5th FLOOR, ISBT BUILDING, KASHMERE GATE, DELHI-110006
Website at: <http://dpcc.delhi.gov.in>



F. No. DPCC/CMC-VII/O.A. No. 297/2023/NGT/2023/2494-88

Date: 11-12-23

Subject: Show Cause Notice for imposition of EDC-req

Whereas, direction under section 5 of the Environment (Protection) Act, 1986 was issued on 18.05.2010 which prescribes that "No person, group, authority, association or institution shall draw ground water through bore well or tube well (both new as well as existing and drawing ground water without permission of Central Ground Water Authority) for domestic, commercial, agricultural and/or industrial uses without the prior permission of the "Competent Authority" that is to say, the Delhi Jal Board or the New Delhi Municipal Council.

And whereas, the Hon'ble National Green Tribunal in OA No. 23/2019 (Abdul Farukh Vs Govt of NCT of Delhi) was illegal extraction of ground water has issued number of directions. The Chief Secretary, GNCTD in the meeting dated 15.11.2019 has directed DPCC to levy of Environmental Damage Compensation upon owners of illegal bore wells.

And whereas, on the direction passed by the Hon'ble Green Tribunal in OA No. 645/2019 titled as "Rakesh Kumar vs Govt of NCT of Delhi", the Chief Secretary, Delhi has taken a meeting on 12.06.2020 and prepared a SOP titled as "Regulation of extraction of ground water, closure, prohibition of illegal activities relating to use of borewells/ tubewells". As per SOP DPCC is required to levy Environmental Damage Compensation upon owners of illegal bore wells.

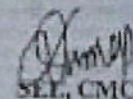
And whereas, as per DJB letter dated 08.02.2023, 07 nos. of illegal borewell were found at 2B, Gorka Lane, Under Hill Road, Civil Lines, Delhi-110054 (the addressee unit).

And whereas, an order on 06.10.2023 has passed by Hon'ble NGT in O.A. No.- 297/2023 titled as "Nakul Kapoor Vs DPCC & Ors." regarding illegal bore well at 2B, Gorka Lane, Under Hill Road, Civil Lines, Delhi-110054.

And whereas, in view of Hon'ble NGT directions/orders, in compliance of stipulated guidelines of CPCB and as per DPCC circular dated 09.07.2023 vide letter no. DPCC/MS/OA No.25/2020/279, it has now been decided to levy an interim Environmental Compensation (EC) of Rs. 90,000/- (Rs. Ninety Thousand Only) i.e. Rs. 30,000/- for each borewell for extracting groundwater for domestic usage illegally without having permission from Competent Authority and you are liable to pay in the form of DD in favour of "DELHI POLLUTION CONTROL COMMITTEE" on the addressee on account of extraction of ground water for domestic usage without permission from Competent Authority.

By way of this notice, you are hereby directed to call upon to show cause, as to why the above said Environmental Compensation should not be imposed. The reply, if any, should reach to this office within 15 days from the date of issue of this notice. In case of failure, it will be presumed that the addressee has nothing to say in this regard and the aforementioned EC will be imposed without any further reference.

This is being issued as per the approval of Competent Authority in DPCC


SEL, CMC-VII

To,

M/s Owner/Occupier,
2B, Gorka Lane, Under Hill Road,
Civil Lines, Delhi-110054

Copy 107-

1. The District Magistrate (Central) 14, Darya Ganj, New Delhi- 110002.
2. The Sub Divisional Magistrate (Civil Lines), Central District, Office of SDM Civil Lines, NDPI, Office Building Near Paschayat Bhawan, Burari, Delhi-110084.
3. The Chief Executive Officer, Delhi Jal Board, Varadkhya, Phase-II, Jhundewalan, New Delhi-110055.
4. Master File (CMC-VII).

True Copy

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TRUE TYPED COPY**By Speed Post
Most Urgent
NGT Matter**

**DELHI POLLUTION CONTROL COMMITTEE
DEPARTMENT OF ENVIRONMENT (GOVT. OF NCT OF
DELHI)
5th FLOOR, ISBT BUILDING, KASHMERE GATE,
DELHI-110006
Visit us at: <http://dpcc.delhigovt.nic.in>**

F. No. DPCC/CMC-VII/O.A. No. 297/2023/NGT/2484-88**Date: 11.12.2023****Subject: Show Cause Notice for Imposition of EDC-reg**

Whereas, direction under section 5 of the Environment (Protection) Act, 1986 was issued on 18.05.2010 which prescribes that "No person, group, authority, association or institution shall draw ground water through bore-well or tube-well (both new as well as existing and drawing ground water without permission of Central Ground Water Authority) for domestic, commercial, agricultural and or industrial uses without the prior permission of the "Competent Authority" that is to say, the Delhi Jal Board or the New Delhi Municipal Council.

And whereas, the Hon'ble National Green Tribunal in OA No. 25/2019 (Abdul Farukh Vs Govt of NCT of Delhi) w.r.t. illegal extraction of ground water has issued number of direction. The Chief Secretary, GNCTD in the meeting dated 15.11.2019 has directed DPCC in levy of Environmental Damage Compensation upon owners of illegal bore wells.

True Copy

And whereas, on the direction passed by the Hon'ble Green Tribunal in OA No. 685/2019 title as "Rakesh Kumar vs Govt of NCT of Delhi", the Chief Secretary, Delhi has taken a meeting on 12.06.2020 and prepared a SOP titled as "Regulation of extraction of ground water, closure, prohibition of illegal activities relating to use of borewells/ tubewells". As per SOP DPCC is required to levy Environmental Damage Compensation upon owners of illegal bore wells.

And whereas, as per DJB letter dated 08.02.2023, 03 nos. of illegal borewell were found at 2B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054 (the addressee unit).

And whereas, an order on 06.10.2023 has passed by Hon'ble NGT in O.A. No. 297/2023 titled as "Nakul Kapoor Vs. DPCC & Ors." regarding illegal bore well at 2B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054.

And whereas, in view of Hon'ble NGT directions/orders, in compliance of stipulated guidelines of CPCB and as per DPCC circular dated 09.07.2023 vide letter no. DPCC/MS/OA No. 25/2020/270, it has now been decided to levy an Interim Environmental Compensation (EC) of Rs. 90,000/- (Rs. Ninety Thousand Only) i.e. Rs. 30,000/- for each borewell for extracting groundwater for domestic usage illegally without having permission from Competent Authority and you are liable to pay in the form of DD in favour of "DELHI POLLUTION CONTROL COMMITTEE" on the addressee on account of extraction of ground water for domestic usage without permission from Competent Authority.

True Copy

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By way of this notice, you are hereby directed to call upon to show cause, as to why the above said Environmental Compensation should not be imposed. The reply, if any, should reach to this office within 15 days from the date of issue of this notice. In case of failure, it will be presumed that the addressee has nothing to say in this regard and the aforementioned EC will be imposed without any further reference.

This is being issued as per the approval of Competent Authority in DPCC.

Sd/-
SEE, CMC-VII

To,

M/s Owner/Occupier,
2B, Goela Lane, Under Hill Road,
Civil Lines, Delhi-110054

Copy to:-

1. The District Magistrate (Central) 14, Darya Ganj, New Delhi-110002.
2. The Sub Divisional Magistrate (Civil Lines), Central District, Office of SDM Civil Lines, NDPL Office Building, Near Panchayat Bhawan, Burari, Delhi-110084.
3. The Chief Executive Officer, Delhi Jal Board, Varunalaya, Phase-II, Jhandewalan, New Delhi-110055.
4. Master File (CMC-VII).

True Copy

Annexure-R5

1305

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8/15/04/2024

ENQUIRY DIVISION
DELHI POLLUTION CONTROL COMMITTEE
DEPARTMENT OF ENVIRONMENT
GOVT. OF NCT OF DELHI
17TH FLOOR, ISBT BUILDING
KASHMERE GATE, DELHI-110006

To,

Delhi Pollution Control Committee
6th Floor ISBT Building, Kashmere Gate
Delhi - 110006


Ref: DPCC/CMC-VII/D.A. No. 297/2023/NGT/2023/2484-88

Dated: 15.04.2024

Subject: - **Submission of DD 503669 Dt 15.04.2024 Rs. 90000**

Sir,

This is to inform you that I Owner of M/s Owner/Occupier, 2B, Guela Lane, Under Hill Road, Civil Lines, Delhi - 110054. And I have submitted DD ICICI Bank. DD No. 503669 Dt 15.04.2024 Rs. 90000. In favour of Delhi Pollution Control Committee, Kashmere Gate, New Delhi-110006


Thanking You

Sh. Nagender S/o Lt. Sh. Mushafir Mahto,
H.No. 6-B/1, Under Hill Road, Civil Lines,
Delhi-110053

True Copy

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TRUE TYPED COPY

To,

**Delhi Pollution Control Committee
6th Floor ISBT Building, Kashmere Gate
Delhi-110006**

Ref:-DPCC/CMC-VII/O.A. No. 297/2023/NGT/2023/2484-88

Dated: 15.04.2024

Subject:- Submission of DD 503669 Dt 15.04.2024 Rs. 90000

Sir,

This is to inform you that I Owner of M/s Owner/
Occupier, 2B, Goela Lane, Under Hill Road, Civil Lines, Delhi-
110054. And I have submitted DD ICICI Bank. DD No. 503669
Dt. 15.04.2024 Rs. 90000 in favour of Delhi Pollution Control
Committee, Kashmere Gate, New Delhi-110006.

Sd/-

Thanking You

Sh. Nagender S/o Lt. Sh. Mushafir Mahto,
H. No. 6-B/1, Under Hill Road, Civil Lines,
Delhi-110053

True Copy

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True Copy



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~~1357~~

Annexure-R6

A/C PAYEE ONLY

PICICI Bank

Drawee Branch

(6625) DELHI SPBR MISSION

DD No.

503669

VALID FOR THREE MONTHS ONLY

DATE

1	5	0	4	2	0	2	4
D	D	M	M	Y	Y	Y	Y

ON DEMAND PAY

**** DELHI POLLUTION CONTROL COMMITTEE ****

OR ORDER

RUPEES

NINETY THOUSAND ONLY

₹ *****90,000.00

FOR VALUE RECEIVED

Purchaser Name: SHRI VINAYAK INFRA LAND PVT LTD
OL/9/5 Not Above 90,000.00

6625DDCENPAY
DELHI SPBR MISSION HOSPITAL

Issuing Branch

Authorized Signatory

Please sign above

⑈503669⑈ 000229000⑈ 006625⑈ 15

True Copy

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TRUE TYPED COPY

A/C PAYEE ONLY Drawee Branch DATE 15-04-2024
ICICI Bank (6625) DELHI SPBR MISSION
DD No. 503669

ON DEMAND PAY ****DELHI POLLUTION CONTROL
COMMITTEE***** OR ORDER

RUPEES: NINETY THOUSAND Only

Rs. 90,000.00
FOR VALUE RECEIVED

Purchaser Name: SHRI VINAYAK INFRA LAND PVT LTD

6625DDCENPAY
DELHI SPBR MISSION HOSPIT Sd/- 90036225 Sd/- 145001
Issuing Branch Authorised Signatory

503669 000229000: 006625 16

True Copy

GOVT. OF NCT DELHI,
OFFICE OF THE SUB DIVISIONAL MAGISTRATE (CIVIL LINES)
KHANNA NO-549, OLD NDPL BUILDING
BURARI, DELHI-110084

F.NO/NDM/CL/NGT/15/2024/1011

DATE: 20.04.2024

Sub: Joint inspection report regarding sealing of borewells at 2B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054.

Whereas in pursuance of Hon'ble National Green Tribunal, New Delhi order dated 06.10.2023 and 01.11.2023 in the matter of Nakul Kapoor Vs DPCC & Ors. in OA No. 297/2023 the property No. 2B, Goela Lane, Under Hill Road, Civil Lines, was inspected by the then SDM Ms. Meena Tyagi and 02 illegal borewells were found running which were sealed on 02.11.2023. (Copy of sealing memo is attached)

Whereas Delhi Pollution Control Committee has issued show cause notice date 11.12.2023 for imposing Environmental Compensation of Rs.90,000/- i.e. Rs. 30,000/- for each borewell for extracting ground water illegally.

Whereas you have submitted Rs. 90,000/- in favour of DPCC vide ICICI Bank DD dated 15.04.2024 as per the copy of letter dated 15.04.2024 addressed to DPCC provided by you to this office.

Whereas a joint inspection was again carried out by this office staff with Delhi Jal Board staff at 2B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054 on 12.04.2024 and it was found that 01 borewell was dismantle by the owner/occupier and rest of 02 Nos of borewell were in working condition which were sealed on 12.04.2024.

Therefore you are directed to submit the explanation as to why the borewells already sealed on 02.11.2023 has been tempered with seal and again put to the working condition. Your explanation must reach this office by 22.04.2024 at 5 PM failing which it will be presumed that you have nothing to say in the matter and an appropriate action which may include criminal proceedings will be initiated against you.



MB Malhotra
MANJ BIJUSHN MALHOTRA
SDM (CIVIL LINES)

Copy To:-

Sh. Nagender S/o Lt. Sh. Musafir Mahto, (owner/occupier, 2B, Goela Lane, Under Hill Road, Civil Lines) R/o H.No. 6B/1, Under Hill Road, Civil Lines, Delhi-110053.

True Copy

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TRUE TYPED COPY

GOVT. OF NCT DELHI,
OFFICE OF THE SUB DIVISIONAL MAGISTRATE
(CIVIL LINES)
KHASRA NO-549, OLD NDPL BUILDING
BURARI, DELHI-110084

F. NO/SDM/CL/NGT/15/2024/1011

DATE: 20.04.2024

Sub: Joint Inspection report regarding sealing of borewells at 2B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054.

Whereas in pursuance of Hon'ble National Green Tribunal, New Delhi order dated 06.10.2023 and 01.11.2023 in the matter of Nakul Kapoor Vs. DPCC & Ors. in OA No. 297/2023 the property No. 2B, Goela Lane, Under Hill Road, Civil Lines, was inspected by the then SDM Ms. Meena Tyagi and 02 illegal borewells were found running which were sealed on 02.11.2023. (Copy of sealing memo is attached)

Whereas Delhi Pollution Control Committee has issued show cause notice date 11.12.2023 for imposing Environmental Compensation of Rs. 90,000/- i.e. Rs. 30,000/- for each borewell for extracting ground water illegally.

Whereas you have submitted Rs. 90,000/- in favour of DPCC vide ICICI Bank DD dated 15.04.2024 as per the copy of letter dated 15.04.2024 addressed to DPCC provided by you to this office.

Whereas a joint inspection was again carried out by this office staff with Delhi Jal Board staff at 2B, Goela Lane, Under Hill Road, Civil Lines, Delhi-110054 on 12.04.2024 and it was found that 01 borewell was dismantle by the owner/occupier and

True Copy

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rest of 02 Nos of borewell were in working condition which were sealed on 12.04.2024.

Therefore you are directed to submit the explanation as to why the borewells already sealed on 02.11.2023 has been tempered with seal and again put to the working condition. Your explanation must reach this office by 22.04.2024 at 5 PM failing which it will be presumed that you have nothing to say in the matter and an appropriate action which may include criminal proceedings will be initiated against you.

Sd/-
MANI BHUSHN MALHOTRA
SDM (CIVIL LINES)

Copy To:-

Sh. Nagender S/o Lt. Sh. Musafir Mahto. (owner/occupier, 2B, Goela Lane, Under Hill Road, Civil Lines) R/o H. No. 6B/1, Under Hill Road, Civil Lines, Delhi-110053.

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TO
SDM SIR
CIVIL LINES BURARI
DELHI 110084
DATE-22/04/2024

SUBJECT- REPLY OF NOTICE REGARDING BROKEN SEAL OF
SUMMERSIBLE PUMP(BORING) AND PROPERTY SITUATED AT 2B
GOELA LINE CIVIL LINES DELHI – 110054

SIR,

MY NAME IS JITENDER SHARMA I WORK AT THE ABOVE MENTIONED ADDRESS . SIR WE DO NOT KNOW THE REASON OF BROKEN SEAL AS WE HAVE NOT MADE ANY CHANGES IN THE SEAL . THERE MIGHT BE ANY THIRD PERSON WHO HAD DONE THIS BECAUSE THERE WAS NO GATE AT THE ABOVE MENTIONED PROPERTY AND SOMEONE TRIED TO STEAL THE SUMMERSIBLE (BORING) PARTS ETC

I ASSURE THAT WE HAVEN'T USED ANY SUMMERSIBLE PUMP AND WE WILL NOT USE ANY PUMP IN FUTURE IF ANYTHING LIKE THIS HAPPENS AGAIN WE WILL TAKE FULL RESPONSIBILTY OF IT

THANK YOU

JITENDER SHARMA

A handwritten signature in black ink, appearing to be "Jitender Sharma".

3/24 Golino-14

Bhojpur

9999996489

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TRUE TYPED COPY

To,

SDM SIR
CIVIL LINES BURARI
DELHI 110084

DATE-22/04/2024

SUBJECT- REPLY OF NOTICE REGARDING BROKEN
SEAL OF SUMMERSIBLE PUMP (BORING) AND
PROPRETY SITUATED AT 2B GOELA LINE CIVIL
LINES DELHI - 110054

SIR,

MY NAME IS JITENDER SHARMA I WORK AT THE ABOVE MENTIONED ADDRESS. SIR WE DO NOT KNOW THE REASON OF BROKEN SEAL AS WE HAVE NOT MADE ANY CHANGES IN THE SEAL. THERE MIGHT BE ANY THIRD PERSON WHO HAD DONE THIS BECAUSE THERE WAS NO GATE AT THE ABOVE MENTIONED PROPERTY AND SOMEONE TRIED TO SEAL THE SUMMERSIBLE (BORING) PARTS ETC

I ASSURE THAT WE HAVEN'T USED ANY SUMMERSIBLE PUMP AND WE WILL NOT USE ANY PUMP IN FUTURE IF ANYTHING LIKE THIS HAPPENS AGAIN WE WILL TAKE FULL RESPONSIBILITY OF IT

THANK YOU
JITENDER SHARMA
Sd/-
31/24 Gali No-14
Bhajan Pura
9999996489

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OA No. 297/ 2023, titled as "Nakul Kapoor Vs. Delhi Pollution Control Committee & Ors."

Chamber of Mr. Siddharth Arora <chamberofsa@gmail.com>

Sun, May 12, 2024 at 3:21 PM

To: "arjun.anandandassociates@gmail.com" <arjun.anandandassociates@gmail.com>

 REPLY - 11.05.2024.pdf

Kind Attn:

Mr. Arjun Anand Adv. for the Applicant

Please find attached herewith the Reply dated 12.05.2024 on behalf of the Respondent No. 6 in OA No. 297/ 2023, titled as "Nakul Kapoor Vs. Delhi Pollution Control Committee & Ors."

Truly,

Chambers of Mr. Siddharth Arora, Advocate

