

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

Original Application No. 319/2023

In the matter of:

Rajesh Kumar

...Applicant

Versus

Govt. of NCT of Delhi & Ors.

...Respondents

NDOH:- 03.10.2023

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Filed by:

New Delhi:

Dated:29.09.2023

Delhi Pollution Control Committee

①

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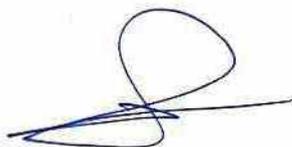
Govt. of NCT of Delhi & Ors.

...Respondents

**COMPLIANCE REPORT ON BEHALF OF DELHI POLLUTION
CONTROL COMMITTEE WITH RESPECT TO THE ORDER
DATED 04.09.2023.**

IT IS MOST RESPECTFULLY SHOWETH:

1. That this Hon'ble Tribunal taken up the present matter on 12.05.2023 on the basis of public complaint filed by Mr. Rajesh Kumar. Applicant has filed the present application seeking various reliefs.
2. That in compliance with the order dated 12.05.2023, DPCC had filed the report through email dated 24.07.2023, which is available on the records of this Hon'ble Tribunal.
3. That after considering the report filed by DPCC, this Hon'ble Tribunal further directed DPCC to verify the factual position regarding the period of operation of the unit in question and alleged violation of environmental norms by the Project Proponent.
4. That, in compliance of the order dated 04.09.2023 passed by this Hon'ble Tribunal a joint inspection of the site was carried out on 14.09.2023, by the officials of DDA, MCD and DPCC. During the inspection it was observed as under:

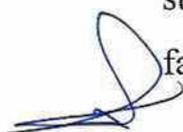


- a) That the premises in question is situated in Khasra. No. 34/17 & 24, Ground Floor, (Landmark near Wine Shop) Village Samaipur, Delhi-110042.
- b) That at site Sh. Jayant Kumar S/o Sh. Chhote Lal R/o Khasra. No 65, H.No. 155, near DTU-PNB Shahbad Daulatpur Village, Delhi-110042 claimed to be the owner of the premises in question and furnished an electricity bill in support of the same along with a notarised partition deed and General Power of Attorney.
- c) The area of the premises in question is about 775 Sq. yards out of total area/piece of land of 3413 Sq. yards.
- d) That the said Jayant Kumar had taken "General Trade/Storage License" from MCD dated 18.04.2023 which is valid upto 31.03.2024 on area measuring 40 Sqm out of 775 Sq. yards. **(Copy of the said License is annexed herewith as Annexure 'A')**.
- e) That during inspection, two telecom/mobile towers were found installed in an area of about 30ft X 60ft. near the alleged shop and situated within the premises of 775 Sq. yards.
- f) That the owner Jayant Kumar failed to provide any concrete information/valid proof to show that date of starting the work of storage of metal scrap and its loading & unloading activity at the alleged premises.

The MCD official present during the joint inspection, informed that the MCD License is granted online and, in this case, it was taken for the first time (as New License) on 18.04.2023 and the same is valid up to 31.03.2024.

As enquired from the complainant Sh. Rajesh Kumar and RWA president Sh. Virender Hooda, it was informed that the first complaint regarding the nuisance was lodged with Delhi Police on 29/09/ 2020.

Sh. Jayant Kumar claimed to have started the present storage work at this premises in 2022 only. However, he failed to provide any documentary proof of the same.



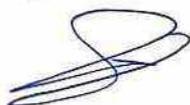
Therefore, the functioning of the store is presumed from 29/09/2020.

- g) That it was further observed that towards the right of the structure in the premises, a boundary wall has been constructed with brick work in place of earlier broken wall/iron sheet structure. However, during inspection no construction activity was observed.
- h) That the store was used for storage/ segregation/ trading of metal scrap. During inspection no scarp found stored in the shop and the store was found to be vacant except for an old steel Almira. Some leftover waste material/items viz 2 drums, a cycle, door etc. were also found in the lying in open area near the shop. A condemned road roller, shuttering work material like fatti, balli, iron waste material was also found lying in front and side of premises. The open area near the premises is also being used by others persons of the area to park their trucks.
- i) That no plant or machinery was found installed in premises of Sh. Jayant Kumar. No industrial activity observed during inspection and no pollution wr.t. noise/air/water was observed by the joint inspection team.
- j) That during inspection Sh. Jayant Kumar, owner of the premises/ shop informed that he had closed the shop/ work at this premises. However, as per records he has not surrendered the license and has not given any undertaking/declaration to MCD regarding closure of the activity (which as per DPCC policy is covered under white category). **(The ownership documents as provided by Jayant Kumar as annexed herewith as Annexure 'B' colly).**
- k) That as per the layout plan, in the residential Area, Pocket 1-11, Sector-16, Rohini, an 8m road exists near the house of the complainant and the premises in question. ***However, no such road was found existing in the area.*** Copy of layout plan received from DDA is enclosed herewith.



- l) That it was further observed that there is a gap of about 2-3 feet between the wall of the complainant's house and premises in question. However, they both fall under the same KHASRA. A small broken boundary wall of about 2-4 ft also exists between these two walls, which as per Jayant Kumar, was built by DDA for demarcation of land.
- m) That as per DDA official, the land near the premises in question was handed over to DDA and still some part of land is under the control of the Irrigation Department, Govt. of Haryana.
- n) That the complainant has also provided a copy of letter dated 16.08.2018 issued by EE Store Division DDA to the Deputy Director (LM). Rohini Zone, DDA wherein it was intimated that "...the 8.00 m R/W road along un-acquired/ built up area could not be constructed yet because there is some dispute with regard to ownership of land at site..." with the request to demarcate the land. DDA vide its letter dated 28.07.2020 informed that work of boundary wall has been stopped due certain objections raised by Haryana Irrigation Department. The complainant has also provided copies of complaints made to DDA regarding construction of said 8 mt road.
- o) That during inspection, MCD and DDA officials have been asked to provide the detail regarding the storage activity at the premises, to provide the clarification w.r.t. land & premises in question, encroachment if any and present status of 8 mt wide road as shown in the layout plan between the complainant's house and premises of Sh Jayant Kumar owner of shop premises. They were further directed to ensure that no illegal activity is carried out in the premises. That the copy of the inspection report along with geo-tagged photographs taken during inspection and documents collected during the joint inspection are enclosed herewith as ANNEXURE-'C' (Colly).

5. That, DPCC has sought information from The Commissioner (MCD) regarding the period of operation, to provide clarification w.r.t land, its use,



- and the encroachment if any be removed. Copy of the letter dated 20.09.2023 addressed to Commissioner (MCD) is enclosed herewith as ANNEXURE 'D'.
6. That, DPCC has asked from The District Magistrate (North) regarding period of operation, to provide clarification w.r.t land, its use, and the encroachment if any be removed. Copy of the letter dated 20.09.2023 addressed to The District Magistrate (North) is enclosed herewith as ANNEXURE -'E'.
7. That, DPCC has also asked from The Vice Chairman, DDA, regarding the actual measurement of the plot and the missing road of 8m as per the DDA layout plan of Residential block, I-11, Sec-16, Rohini, and action taken, if any, in case of encroachment. Copy of the letter dated 20.09.2023 addressed to Vice Chairman, DDA is enclosed herewith as ANNEXURE -'F'.
8. That, DPCC till date no reply has been received by from The Commissioner (MCD), The District Magistrate (North) and The Vice Chairman, DDA.
9. That with regard to imposition of Environmental Compensation, it is submitted that, the Environmental Compensation is a tool to protect the environment which works on the polluter pay principle. The Hon'ble National Green Tribunal (NGT), Principal Bench in the matter of OA No. 593/2017 {WP (CIVIL) No. 375/2012}, Paryavaran Suraksha Samiti & Anr. Vs. Union of India & Ors. directed to Central Pollution Control Board to assess compensation against those accountable for setting up and maintaining STPs, CETPs, and ETPs. The activity in the premises is of storing of scrap and thus falls under White Category, as there is no industrial plant. There is also apprehension of noise during loading/ unloading of material, therefore a Show Cause Notice for imposition of Environmental Compensation of Rs. 50,000/- (as the units are only scrap shop) for white category units also issued on 27.09.2023 as per EDC policy dated 30.03.2022. Copy of the show cause notice dated 27.09.2023 is enclosed herewith as ANNEXURE -'G'.
10. In view of the above, the present factual and action taken status report may kindly be taken on record.


(Mohd. Arif)
Sr. Environmental Engineer



MUNICIPAL CORPORATION OF DELHI

Central Licensing & Enforcement Cell
Central Licensing & Enforcement Cell, 21st Floor, Dr.SPM
Civic Center J.L Nehru Marg, New Delhi 110002



GENERAL TRADE/STORAGE LICENSE

सामान्य व्यापार / भंडारण लाइसेंस

NEW LICENSE

Non Transferable/नैर हस्तांतरणीय
Fee Non Refundable/फीस नॉन रिफंडेबल

Department विभाग	CI&EC(HQ)	Zone क्षेत्र	ROHINI ZONE
License No. लाइसेंस नंबर	NGTLO423208928	Date of Issue जारी करने की तिथि	18/04/2023
Issued U/S दिल्ली नगर निगम अधिनियम की धारा	417	License valid upto लाइसेंस मान्य तक	31/03/2024
DMC Act के अंतर्गत जारी किया गया	1957		

This License is granted in pursuance to the provisions of section 417 of the Delhi Municipal Corporation Act, 1957 as amended up-to-date and is valid only for the person and particulars specified herein subject to conditions stated hereunder. यह लाइसेंस दिल्ली नगर निगम अधिनियम, 1957 की धारा 417 के प्रावधानों के अनुसार सुशोधित किया गया है और यह केवल उसी व्यक्ति के लिए मान्य है जो यहां उल्लिखित शर्तों के अधीन निर्दिष्ट है।

Sbri./Smt./Sarvashri
श्री/श्रीमती/सर्वश्री

Registered Mobile Number
पंजीकृत मोबाइल नंबर

Type of Firm/
फर्म का प्रकार

Relation of Applicant With Company/
कंपनी के साथ आवेदक का संबंध

Trade Category/
व्यापार श्रेणी

Name of Unit/Establishment/
यूनिट/स्थापना का नाम

Trade Premises Situated /
व्यापार परिसर स्थित है

Trade/Storage/
व्यापार/भंडारण

Unit area in sq. mtrs/ 40
वर्ग मीटर में इकाई क्षेत्र

Received Receipt No./ 112855678947
प्राप्त रसीद नं

JAYANT KUMAR

9213379945 (Please contact/ write at above address for
change of mobile number)

PROPRIETORSHIP

PROPRIETOR

COMMERCIAL AREAS

JAYANT IRON STORE

GROUND FLOOR, KH.NO.34/17 AND 24 GF VILLAGE
SAMAIPUR DELHI BADLI VILLAGE DELHI 110042
OTHER ARTICLES OF TRADE/STORAGE NOT CLASSIFIED
ELSEWHERE (IRON SCRAP)

License Fees of (Rs.)/
लाइसेंस शुल्क (₹)

6520.00

License Generated Date/
लाइसेंस जनरेट की तिथि

18/04/2023



DISCLAIMER

This license is purely on the basis of documents submitted and self certification. If any of the statements of undertaking/self for all intents and purposes forthwith while forfeiting the fee and such person shall be liable for legal and penal action for obtaining license fraudulently by making false averments and further mere obtaining of license by making false averments in this regard will not amount to permission for change of and use of
This is computer generated certificate and hence signature is not required.



23/85

Additional Copy
"PARTITION DEED"

Value of the entire property..... Rs. 31,891.00

Value of one share exempted from stamp duty..... Rs. 19,545.34

Value of share of property on which stamp duty has been paid @ 1%..... Rs. 12,345.66

Stamp Duty Paid.... Rs. 140.00

THIS PARTITION DEED is made at Delhi on this 23rd day of August, 1985, BETWEEN Shri Surendra Kumar son of Shri Gopi Ram R/o. 2/51-E, Roop Nagar, Delhi, hereinafter called the FIRST PARTY.....AND ...Shri Suraj Bhan S/o. Shri Gopi Ram R/o. 2/51-C, Roop Nagar, Delhi, hereinafter called the SECOND PARTY.....AND.....Shri Jai Kishan S/o. Shri Gopi Ram R/o. 2/51-D, Roop Nagar, Delhi, hereinafter called the THIRD PARTY.

The expressions of the first party, Second party, and third party, shall mean and include the parties hereto, their respective heirs, successors, executors,

G. Ram

Suraj Bhan *Jai Kishan*

contd page.. 2..

9

S. No. 3764 Date 14/1/85
 Sold to Sri S. S. Kumar
 P.O. St. John's P.O.
 in Hamur of St. John's P.O.
 Purpose ...
 Name RAJ KUMAR L. N...
 Selling Agent Kashmiri Gate

sd/...

Actual Copy

255
100
1
101

Presented by shri Surendra Kumar 2148
 S/o. w/o. D/o. St. John's P.O.
 R/o. St. John's P.O.
 in the office of Sub-Registrar, Delhi
 on this 28/1/85 28/1/85
 between the house of ...

gshama

sd/...

8494

Execution admitted by...

Sri/Smt. ...
 and Sh./Smt. ...
 S/O ...
 R/O ...
 Vendor s/ M. (s) or Lessor(s) ...
 Lessee s/ who are identified by ...
 S/O ...
 R/O ...
 and Sh./Smt. ...
 marginal witnesses, Witness No. II is
 known to me.
 Contents of the documents explained
 the parties of a lot heard the
 conditions and admit them as correct.

28/1/85

Surendra Kumar 2148
1st Party

@ ...
mc

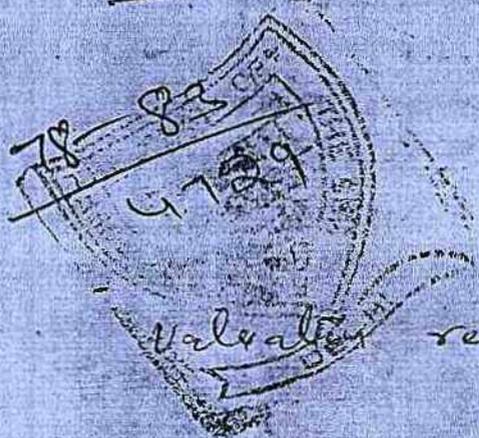
Saraj Sheu 4245
St. John's P.O.
add as above

P. B. R. ...
ADD

St. John's P.O. 3748
St. John's P.O.
add. as above.

sd/...

28/1/85



report is attached in original deed

sd/...

SR II

28/1/85

-2-

administrators, assigns, legal representatives and those claiming through or under them

THAT WHEREAS Shri Gopi Ram s/o. Shri Manji Ram R/o. 2/51, Roop Nagar, Delhi, was the absolute owner of a piece of land bearing Khasra No. 34/17, and 26, situated at Village Samaipur, New Delhi-42 measuring approx. 3413 Sq.Yds. and bounded as under :

NORTH : Sawana Road SOUTH : Other's Land
EAST : Drain WEST : Other's Land

and entered as khatoni No. 24/104, in the land Revenue records.

AND WHEREAS Shri Gopi Ram died on 18.12.1978 leaving behind all the aforesaid parties and Sh. Dhan Raj, and Sh. Shri Bhagwan, his sons, Smt. Hukam Devi his wife, and Smt. Rita Rani Shama w/o. Sh. Vinay Kumar Shama R/o. 1501, Ranjit Gali, Paharganj, New Delhi, his daughter as his only legal heirs.

AND WHEREAS Smt. Hukam Devi, Smt. Rita Rani Shama, Shri Dhan Raj and Shri Shri Bhagwan aforesaid have already released, relinquished and surrendered all their rights, title and interests to the extent of their respective shares in the said land in favour of the aforesaid parties through release deed registered as document No. 8194 in Addl. Book No. I Volume No. 4723 on pages from 61 to 63 dated 14.8.1985. with the Sub-Registrar, S.B. No. II, Delhi.

Shama

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Sury Bher
Jai Kishan

Selama

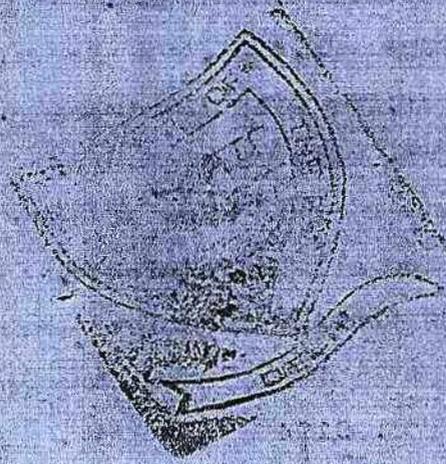
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J. B. ...

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low



(11)

-3-

AND WHEREAS the parties hereto are the only co-owners in the said land which is free from all encumbrances, charge, or lien and the above mentioned parties now do not want to keep the property jointly and mutually agree to partition their shares in the joint property/land in writing. There are benefits to the co-sharers by this partition, which mode of partition has been admitted mutually by the parties. So the parties to this documents have partitioned the above mentioned property among themselves.

NOW THIS PARTITION DEED WITNESSETH AS UNDER :

1. That the portion of the land measuring 1541 Sq.Yds. approx. shown in 'GREEN COLOUR' in the plan annexed hereto (Annexure 'A') comprising of Sasadhi, room, shed, and open space, falls to the share of the first party and is bounded as under :

NORTH : Bawana Road

SOUTH : Portion of share fallen to Sh. Suraj Bhan second party hereto.

EAST : Common passage & Drain

WEST : Other's Land

that the FIRST PARTY shall hereafter be the absolute owner of the said portion of the property/land.

2. That the portion of the land measuring 772 Sq.Yds. (approx) shown in 'BLUE COLOUR' in the plan annexed hereto (ANNEXURE 'A') comprising of open space falls to the share of the second party, and is bounded as under :

NORTH : Portion of Share fallen to Sh. Surendra Kumar, first party hereto.

SOUTH : Portion of Share fallen to Sh. Jai Kishan Third party hereto.

EAST : Common passage & Drain

WEST : Other's Land

That the SECOND PARTY shall hereafter be the absolute owner of the said portion of the property/land.

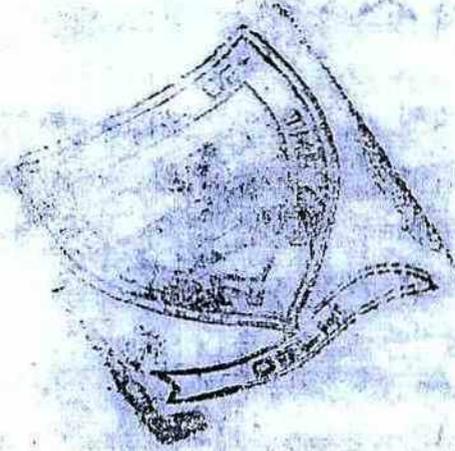
S. Sharma

Suraj Bhan

Jai Kishan

page..4..

(12)



- 4 -

3. That the portion of the land measuring 775 Sq.Yds. (Approx) shown in 'RED COLOUR' in the plan annexed hereto (ANNEXURE 'A') comprising of open space, falls to the share of the THIRD PARTY and bounded as under :

NORTH : Portion of Share fallen to Sh. Suraj Bhan, Second Party hereto.

SOUTH : Other's Land

EAST : Drain

WEST : Other's Land

That the 'THIRD PARTY' shall hereafter be the absolute owner of the said portion of the property/land.

4. That each party hereto shall hereafter be and remain the absolute owner of his portion of the property TO HOLD USE AND ENJOY his exclusive portion fully competent to sell, transfer or otherwise alienate the same independantly without any right, claim by the other party/parties at all.

5. That all previous dues and demands such as house tax etc, relating to the said property have been mutually settled and paid off by all the parties jointly. That in future if any dues occurs relating to the previous periods the same shall be paid off jointly.

6. That each party hereto can get the portion falling to his share of the said property/land mutated in his name in the land Revenue Records, and of the MCD Delhi, or any other authority on the basis of this Partition Deed.

7. That each party can apply for new water electricity connection in their names on the basis of this Partition Deed.

8. That all the parties hereto agree and abide by the fact that the common portion shown and marked in Yellow colour in the plan annexed hereto (Annexure 'A') shall be kept free and clean of all encroachments, articles, etc. to facilitate easy passage. And that all the parties shall pay in equal share for its proper maintenance and up keep, from time to time.

9. That all future dues and demands such as house tax

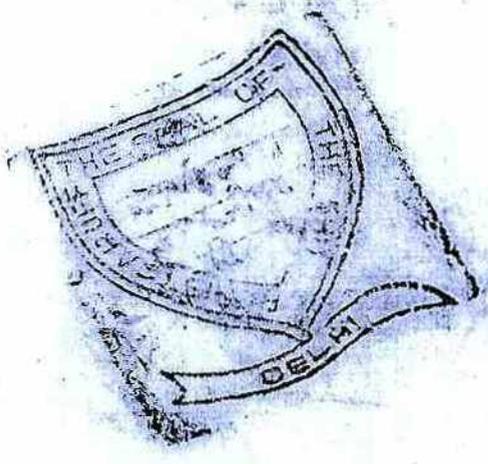
Sshana

[Signature]

[Signature]

contd -5-

19



(15)

-5-

water and electricity bills etc. pertaining to the property, shall be paid by each party to the respective authorities with respect to his share.

10. That each party hereto has taken the possession of the portion of the property which fell to his share.

11. That all costs of stamps and registration fee of this partition deed have been paid by all the parties in equal shares.

12. That the value of the entire property is Rs. 31,891/- as per the valuation report. Stamp duty has been paid on Rs. 12,345.66 p. after exempting the share of Rs. 19,545.34 P.

IN WITNESS, FAITH & TESTIMONY the first party, second party & third party have set their hands to this Partition Deed at Delhi, on the day, month and year first above written, after understanding the contents thereof fully, in presence of the witnesses :

WITNESSES :

1. *[Signature]*
 (Ram Bahadur Singh & Sh. Roop Lal)
 Ho B-10, Jwala Puri
 N. Delhi.

[Signature]
 FIRST PARTY
[Signature]
 SECOND PARTY
[Signature]
 THIRD PARTY.

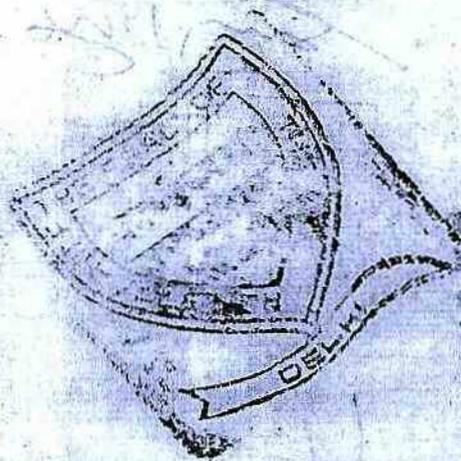
2.

[Signature]
 B. K. SHIHTT
 ADVOCATE

Drafted by:-

[Signature]
 B. K. SHIHTT
 ADVOCATE

16



Deleted No. 8494 in additional B
 Volume 4729 pages 78-83
 on this 28/8/85
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 taken in my presence.

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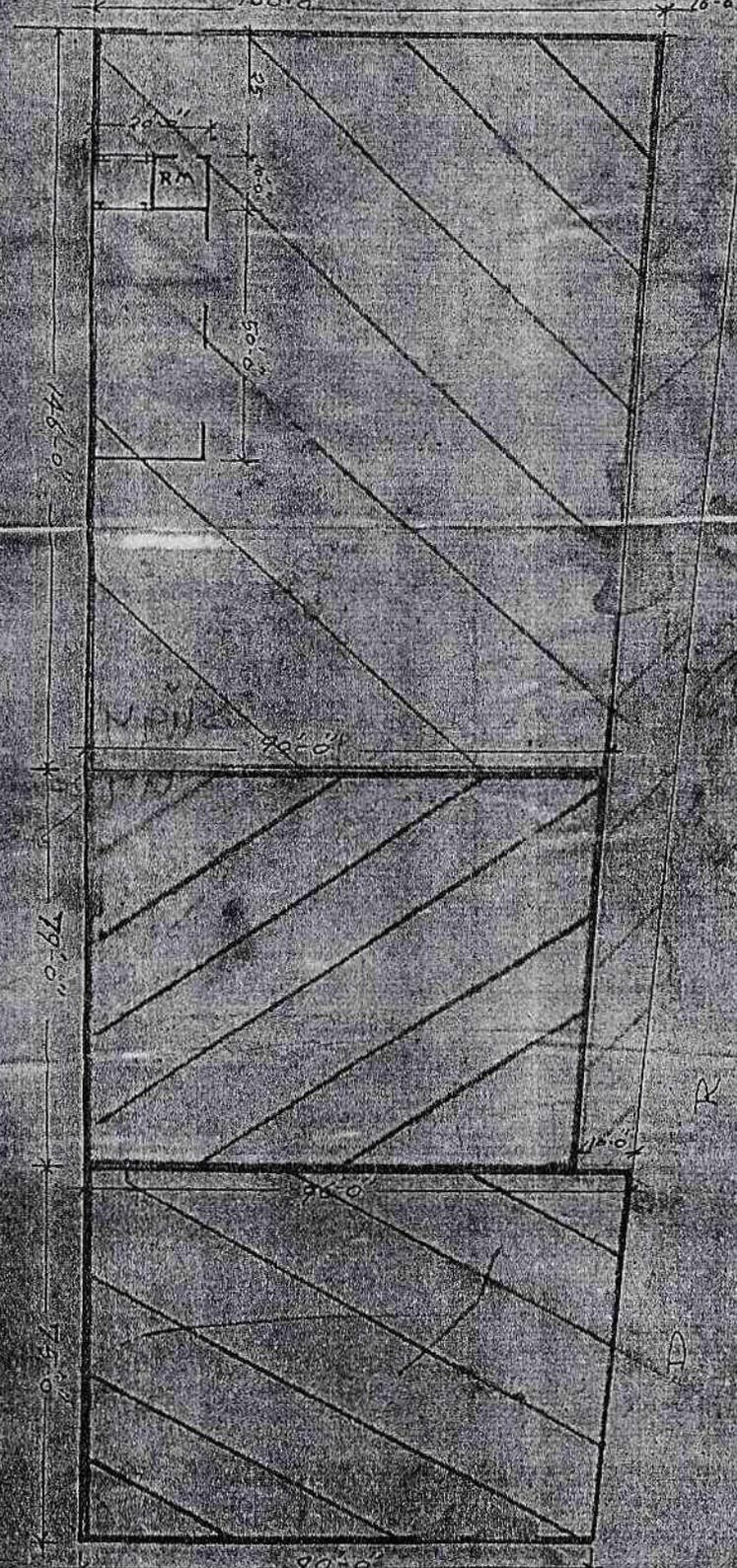
28/8/85

PLAN OF PROPERTY KH. No: 34/17, 24
 BAWANA ROAD SAME PUR NEW DELHI-42
 PORTION OF SH. SURENDRA KUMAR SHOWN IN. 
 " " SH. SURAJ RAMAN SHOWN IN. 
 " " SH. JAI KISHAN SHOWN IN. 
 COMMON PORTION SHOWN IN. 



SCALE 1" = 32'

TO BAWANA ← ROAD WIDE



Shri
SURENDRA KUMAR

Jai Kishan
(Jai Kishan)

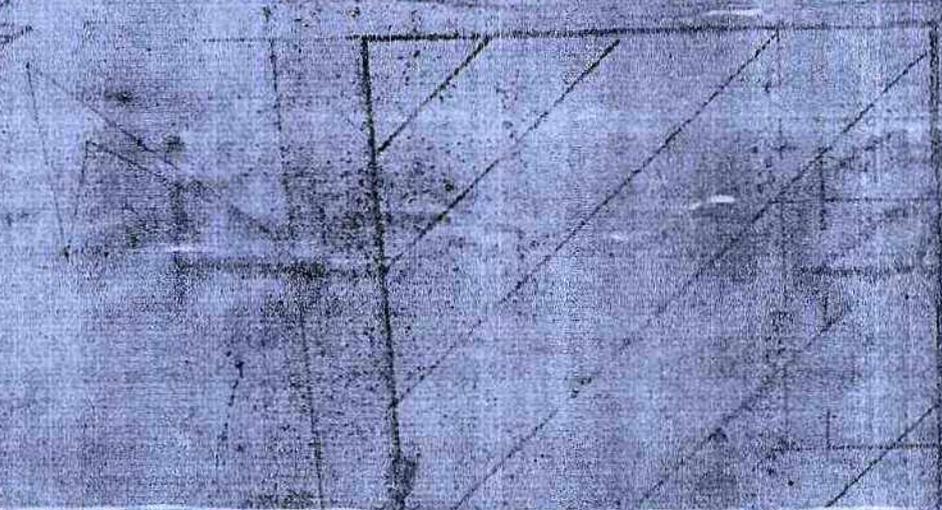
Architect
H. S. AGHA
REGD. ARCHT. IN INDIA

VRGO T
SHE P S

THE ROAD TO LOT

18

1
2
3
4



8/19/83

11/29

3-8-83

9/18/83

10/18/83

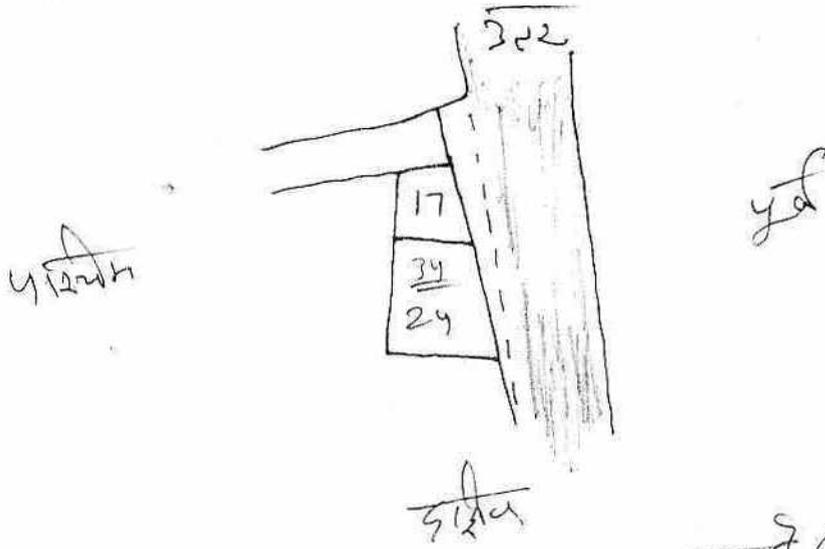
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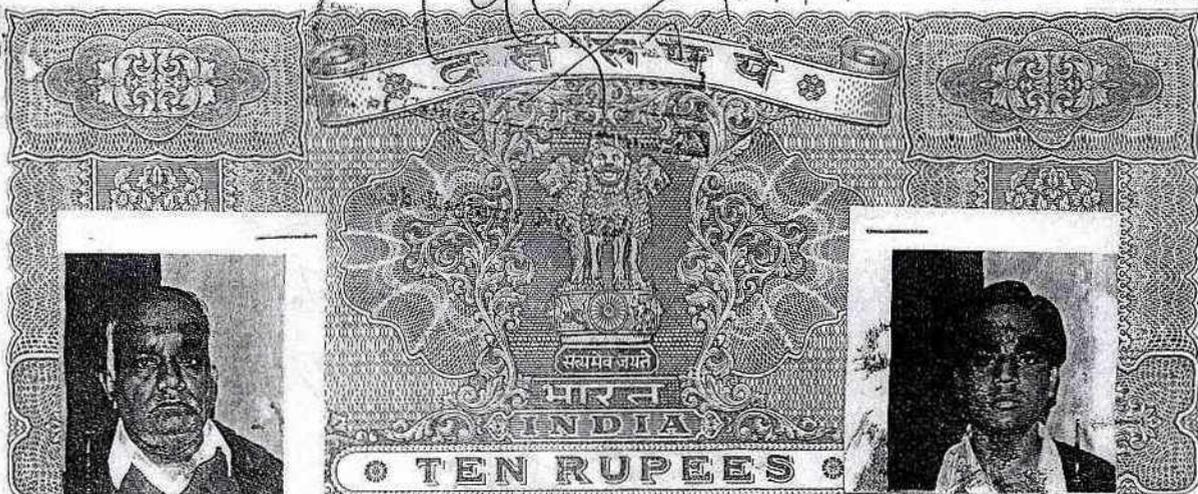
MAINTENANCE CONTRACT
AHO

19

गणना आरंभ 1952-53 का वार्षिक अंक, वर्ष 1952-53



अधिकांश, गणना आरंभ 1952-53 का वार्षिक अंक द्वारा
 यथावत् अंक - 97 का वार्षिक अंक द्वारा
 119/9020



02/06/06 3/246172

02/02-95

02/02/95 354393

(EXECUTANT)

(GEN. ATTORNEY)

E

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/We, JAI KISHAN S/o SH.GOPI RAM R/o 2/51-D, ROOP NAGAR, DELHI; hereinafter called the EXECUTANT(S); do hereby appoint, nominate and constitute SH.JAYANT KUMAR S/o SH.CHHOTTE LAL R/o VPO:SAHIBABAD DAULAT PUR, DELHI; as my/our true and lawful GENERAL ATTORNEY, to do the following acts, deeds and things in my/our name and on my behalf as under:-

WHEREAS the Executant is the owner and in possession of ONE OPEN SPACE BUILT ON LAND MEASURING 775 SQ.YDS. OUT OF, KHASRA NO.34/17 & 24, SITUATED AT VILLAGE SAMAI PUR, DELHI-42; which is bounded as under:-
 EAST : DRAIN. & ROAD. 16 1/2 Ft.
 WEST : OTHER'S LAND.
 NORTH : PORTION OF SH.SURAJ BHAN.
 SOUTH : OTHER'S LAND.

901

AND WHEREAS the Executant do hereby authorise and empower the said attorney to manage, control and supervise the above mentioned property under his own signature and on behalf of said the Executant.

Contd...P/2..

J. K.

37563 6/1/89

(2)

Jai Kishan S/o. Sh. Gopal Ram

2/51-D, Roop Nagar
H. KUMAR
No. 276
SITAMPURA DELHI

Sub Registrar V-2

504

Jai Kishan
S/o. Sh. Gopal Ram
2/51-D, Roop Nagar,
Delhi

2/51-D, Roop Nagar,
Delhi

File



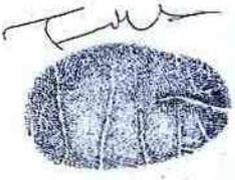
7-1-99

Jai Kishan (EXT)

Witnessed before me by
S/o. Sh. Gopal Ram
S/o. Sh. Gopal Ram
S/o. Sh. Gopal Ram
No. 2 is known to me. The executant
resident of the district
Authenticated U/s
Registration Act

S. P. JAIN

R. K. BURMAN (ADV)



Sub Registrar
DELHI

7-1-99

R. K. BURMAN
Advocate
17, Vich Pichampura, Delhi
En. No. 17-266/92

149
7-1-99

(22)

NOW THIS GENERAL POWER OF ATTORNEY WITNESSES AS UNDER:-

1. To manage, control, look after and supervise the above said property may deems fit and proper.
2. To construct, renovate or rebuilt the said property as per sanctioned plan issued by the authority concerned, if necessary.
3. To apply for and get the Electric, water and Sewerage connection and other service in the said property from the authority concerned.
4. To let out the said property on rent to any person(s) to realise the rent of the said property from the Tenant(s).
5. To execute, sign, present and verify all such papers, documents, etc. for me/us in my/our name and or my/our behalf pertaining to sale and transfer of the said property.
6. To deposit all fees, dues, instalments, house tax and other charges to the concerned authorities on my/our behalf.
7. To sell, mortgage, gift transfer of the aforesaid property to anyone and to receive the consideration amount of earnest money to execute the proper deeds and documents and present the same or regn. in the office of the Sub-Registrar concerned and get the same regd. and to admit the execution thereof.
8. To receive the compensation or alternative site in case the said property is acquired by authority concerned.
9. To apply and get the Cement/Bricks and other building material for the construction or addition and alteration of the said property.
10. To pay all necessary dues and charges remaining or further to the authority (s) concerned on demand.
11. To file any suit complaint, petition, revision, written statement pertaining to any matter of the said property.
12. To appoint and remove further attorney(s).
13. To sign and submit the necessary forms for obtaining the sale permission of the said property in the office of the competent authority.
14. To apply for arrange mutation, charges, entries in all concerned official records in respect of aforesaid property as may be deemed appropriate.
15. To apply for sale permission or NOC from the concerned authority.
16. Generally to do all acts, deeds and things for me/us in my/our name(s) on my/our behalf in respect of my/our said attorney may deems fit and proper.

And all acts, deeds and things done my/our said attorney shall be binding on me/us in all respects IN WITNESSES WHEREOF:-
 I/We have signed this GENERAL POWER OF ATTORNEY, at Delhi on this DTD. 7/1/99 in the presence of the following witnesses:-

WITNESSES:

1. *S.P. Jain*
S/O Shri P.R. Jain
Pl. No. P.D-37 Piten pu
DL No. 95832065
velinpu 20-03-2002

EXECUTANT (S).

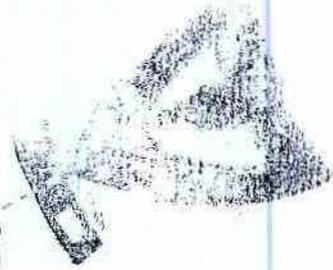
[Signature]
[Stamp]

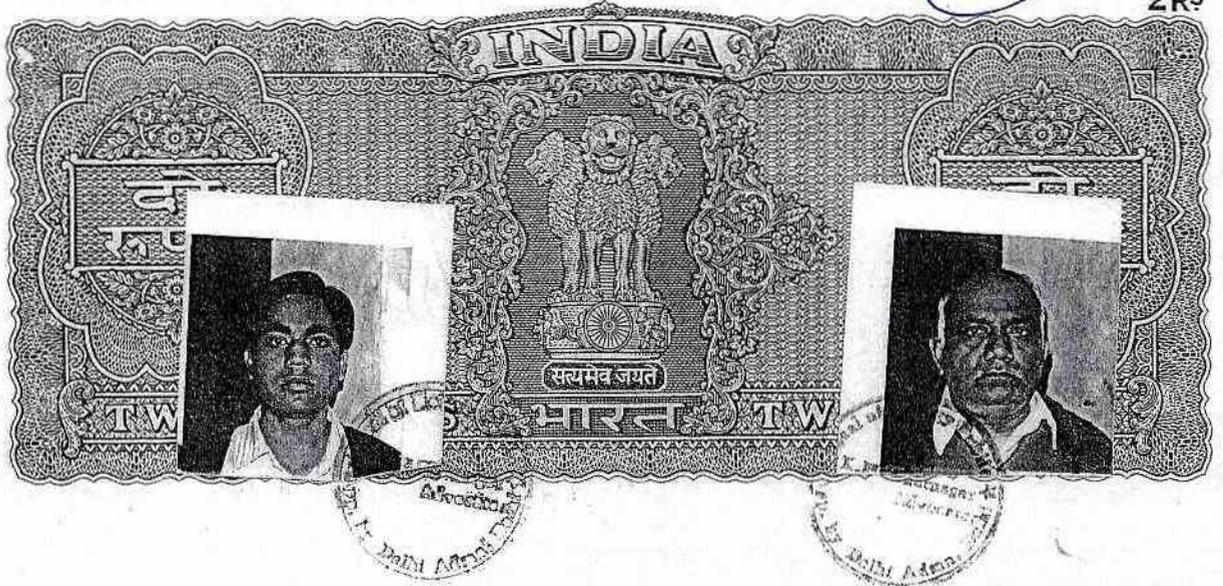
R. K. BURMAN
 Advocate
 18 Vith Pitambara, Delhi
 En. No. DL-206192

R. K. BURMAN
 Advocate
 18 Vith Pitambara, Delhi
 En. No. DL-206192

23

7 JAN 1999 901
 83-85
 7 JAN 1999
 83-85
 7 JAN 1999





AGREEMENT TO SELL

This Agreement to Sell is made at Delhi on this, 07 JAN 1961
 BETWEEN:- JAI KISHAN S/o SH.GOPI RAM R/o 2/51-D, ROOP NAGAR, DELHI; hereinafter called the FIRST PARTY.....AND.....SH.JAYANT KUMAR S/o SH.CHHOTE LAL R/o VPO:SAHIBABAD DAULAT PUR, DELHI; hereinafter called the SECOND PARTY.

The expressions of the first party and second party shall mean and include their respective heirs successors and assigns.

WHEREAS the first party is the owner and in possession of ONE OPEN SPACE BUILT ON LAND MEASURING 775 SQ.YDS. OUT OF KHASRA NO.34/17 & 24, SITUATED AT VILLAGE SAMAI PUR, DELHI-42; Which is bounded as under:-

EAST : DRAIN & ROAD 16 Ft.
 WEST : OTHER'S LAND.
 NORTH : PORTION OF SH.SURAJ BHAN.
 SOUTH : OTHER'S LAND.

AND WHEREAS both the parties have mutually agreed to sell and purchase of the above mentioned property for a sum of RS.1,80,000/- (RUPEES ONE LAC & EIGHTY THOUSAND ONLY); The entire consideration amount has been received by the first party from the second party vide a separate Receipt for full and final settlement and nothing remains due out of the sale price.

Contd...P/2..



K. M. Bhatnagar

37566 6/1/89

(25)

Jan Gilbert to Gopi Ram
CV 21519 part 1, 1988-2
[Signature]

26

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER:-

1. That the first party has delivered vacant possession of the said property to the second party on the spot.
2. That the second party shall realise all the profits of the said property from the date of executions of this Agreement; the first party shall not demand any amount from the second party.
3. That the first party shall get no claim, title or interest in the said property and second party has become its sole and absolute owner and is at liberty to utilise the same in any manners.
4. That the first party hereby assures the second party that the property under sale is free from all sorts of encumbrances such as sale, mortgage, gift, lien, decree, charges, court injunctions, attachments, surety, security, litigation, legal flaws, disputes, notification, attachments, acquisitions and there is no legal defect in the title as a ownership of the first party and if it is proved in whole or in part; otherwise the first party and his property both moveable and immoveable shall be liable to indemnify the second party with costs, and expenses etc.
5. That the first party has not entered into any sort of Agreement with anybody for the sale and transfer of the said property.
6. That all expenses of the sale Deed/Documents shall be paid and borne by the second party.
7. That whenever and wherever the presentations; the first party will required for the completion of any such acts, deeds and things regarding the said property; will execute and present for the same.
8. That all the dues, taxes and instalments if any till date shall be paid by the first party and thereafter shall be paid and borne by the secondparty.
9. That all the dues, demands, lease money, unearned increment, transfer fees and/or any other charges to be lieved thereafter regarding the said property shall be paid and borne by the second party.
10. That if the first party violate and infrings the terms and conditions laid-down in the agreement to sell; the second party shall be entitled to get the said transactions to complete through the court of law under the suit for specific performance at the costs and expenses of the first party.



IN WITNESSES WHEREOF; both parties have signed this Agreement to Sell at Delhi on the day, month and years above set written in the presence of the following witnesses.

WITNESSES:

1.

FIRST PARTY _____

[Handwritten Signature]

2.

ATTESTED

SECOND PARTY _____

NOTARY PUBLIC, DELHI

1995

AGREEMENT TO SELL

This Agreement to Sell is made at Delhi on this, 07 10 1991
 BETWEEN:- JAI KISHAN S/o SH.GOPI RAM R/o 2/51-D, ROOP NAGAR,
 DELHI; hereinafter called the FIRST PARTY.....AND.....SH.JAYANT
 KUMAR S/o SH.CHHOTE LAL R/o VPO:SAHIBABAD DAULAT PUR, DELHI;
 hereinafter called the SECOND PARTY.

The expressions of the first party and second party shall mean and include their respective heirs successors and assigns.

WHEREAS the first party is the owner and in possession of ONE OPEN SPACE BUILT ON LAND MEASURING 775 SQ.YDS. OUT OF KHASRA NO.34/17 & 24, SITUATED AT VILLAGE SAMAI PUR, DELHI-42; Which is bounded as under:-

EAST : DRAIN. & ROAD 16½ Ft.
 WEST : OTHER'S LAND.
 NORTH : PORTION OF SH.SURAJ BHAN.
 SOUTH : OTHER'S LAND.

AND WHEREAS both the parties have mutually agreed to sell and purchase of the above mentioned property for a sum of RS.1,80,000/- (RUPEES ONE LAC & EIGHTY THOUSAND ONLY); The entire consideration amount has been received by the first party from the second party vide a separate Receipt for full and final settlement and nothing remains due out of the sale price.

Contd...P/2..



File



29



POSSESSION LETTER

I/We, JAI KISHAN S/o SH.GOPI RAM R/o 2/51-D, ROOP NAGAR, DELHI; have today delivered and handed over the actual physical vacant possession of ONE OPEN SPACE BUILT ON LAND MEASURING 775 SQ.YDS. OUT OF KHASRA NO.34/17 & 24, SITUATED AT VILLAGE SAMAI PUR, DELHI-42; which is bounded as under:-

- EAST : DRAIN.& ROAD 16 1/2 ft.
- WEST : OTHER'S LAND.
- NORTH : PORTION OF SH.SURAJ BHAN.
- SOUTH : OTHER'S LAND.

(HEREINAFTER CALLED THE PROPERTY) to its purchaser SH.JAYANT KUMAR S/o SH.CHHOTE LAL R/o VPD:SAHIBABAD DAULAT PUR, DELHI; on the spot.

IN WITNESSES WHEREOF:- I have signed this Possession Letter on this ~~7 JAN 1999~~ in the presence of the following witnesses:-

WITNESSES:-
1.

[Signature]
POSSESSION HANDED OVER BY:



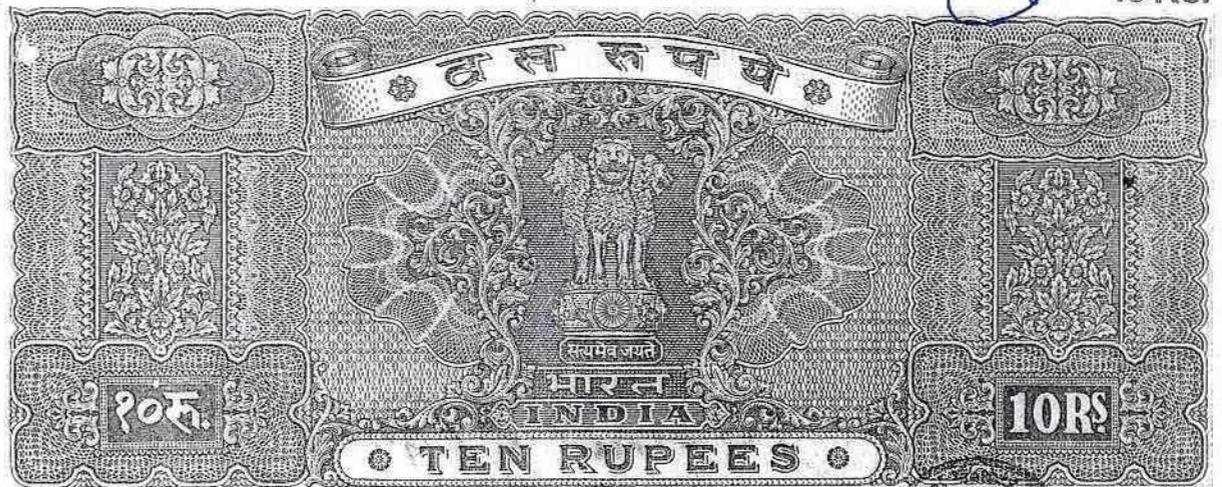
2.

POSSESSION TAKEN OVER BY:



ATTESTED

* 7 JAN 1999



(EXECUTANT)

(GEN. ATTORNEY)

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/We, JAI KISHAN S/o SH.GOPI RAM R/o 2/51-D, ROOP NAGAR, DELHI; hereinafter called the EXECUTANT(S); do hereby appoint, nominate and constitute SH.JAYANT KUMAR S/o SH.CHHOTE LAL R/o VPO:SAHIBABAD DAULAT PUR, DELHI; as my/our true and lawful GENERAL ATTORNEY, to do the following acts, deeds and things in my/our name and on my behalf as under:-

WHEREAS the Executant is the owner and in possession of ONE OPEN SPACE BUILT ON LAND MEASURING 775 SQ.YDS. OUT OF KHASRA NO.34/17 & 24, SITUATED AT VILLAGE SAMAI PUR, DELHI-42; which is bounded as under:-

EAST : DRAIN & ROAD 16½ Ft.
 WEST : OTHER'S LAND.
 NORTH : PORTION OF SH.SURAJ BHAN.
 SOUTH : OTHER'S LAND.

AND WHEREAS the Executant do hereby authorise and empower the said attorney to manage, control and supervise the above mentioned property under his own signature and on behalf of said the Executant.

Contd...F/2..



Full

37564 6/1/89

(30)

Jas. L. K. 6/40/1/89

U. M. A. 2/6 2/6

SIPURA DELMI

31

NOW THIS GENERAL POWER OF ATTORNEY WITNESSES AS UNDER:-

1. To manage, control, lookafter and supervise the above said property may deems fit and proper.
2. To construct, renovate or rebuilt the said property as per sanctioned plan issued by the authority concerned, if necessary.
3. To apply for and get the Electric, water and Sewerage connection and other service in the said property from the authority concerned.
4. To let out the said property on rent to any person(s) to realise the rent of the said property from the Tenant(s).
5. To execute, sign, present and verify all such papers, documents, etc. for me/us in my/our name and or my/our behalf pertaining to sole and transfer of the said property.
6. To deposit all fees, dues, instalments, house tax and other charges to the concerned authorities on my/our behalf.
7. To sell, mortgage, gift transfer of the aforesaid property to anyone and to receive the consideration amount of earnest money to execute the proper deeds and documents and present the same or regn. in the office of the Sub-Registrar concerned and get the same regd. and to admit the execution thereof.
8. To receive the compensation or alternative site in case the said property is acquired by authority concerned.
9. To apply and get the Cement/Bricks and other building material for the construction or addition and alteration of the said property.
10. To pay all necessary dues and charges remaining or further to the authority (s) concerned on demand.
11. To file any suit complaint, petition, revision, written statement pertaining to any matter of the said property.
12. To appoint and remove further attorney(s).
13. To sign and submit the necessary forms for obtaining the sale permission of the said property in the office of the competent authority.
14. To apply for arrange mutation, charges, entries in all concerned official records in respect of aforesaid property as may be deemed appropriate.
15. To apply for sale permission or NOC from the concerned authority.
16. Generally to do all acts, deeds and things for me/us in my/our name(s) on my/our behalf in respect of my/our said attorney may deems fit and proper.

And all acts, deeds and things done by my/our said attorney shall be binding on me/us in all respects IN WITNESSES WHEREOF:-
I/We have signed this GENERAL POWER OF ATTORNEY, at Delhi on this
DTD. 7 JAN 1999 in the presence of the following witnesses:-

WITNESSES:

1.



EXECUTANT (S).

R E C E I P T

I/We, JAI KISHAN S/o SH.GOPI RAM R/o 2/51-D, ROOP NAGAR, DELHI; have received a sum of RS.1,80,000/- (RUPEES ONE LAC & EIGHTY THOUSAND ONLY); SH.JAYANT KUMAR S/o SH.CHHOTE LAL R/o VPO:SAHIBABAD DAULAT PUR, DELHI; in respect of sale of ONE OPEN SPACE BUILT ON LAND MEASURING 775 SQ.YDS. OUT OF KHASRA NO.34/17 & 24, SITUATED AT VILLAGE SAMAI PUR, DELHI-42; Which is bounded as under:-

EAST : DRAIN. & ROAD 16 1/2 Ft.
 WEST : OTHER'S LAND.
 NORTH : PORTION OF SH.SURAJ BHAN.
 SOUTH : OTHER'S LAND.

Now the details of payment are as under:-

1. Rs.45,000/- (Rupees Fourty Five Thousand only) Vide Pay Order No.001849 Dtd.6.1.1999 drawn at Oriental Bank of Commerce, Pehladi Pur Banger, Delhi-42.
2. Rs.45,000/- (Rupees Fourty Five Thousand only) Vide Pay Order No.001850 Dtd.6.1.1999 drawn at Oriental Bank of Commerce, Pehladi Pur Banger, Delhi-42.
3. Rs.45,000/- (Rupees Fourty Five Thousand only) Vide Pay Order No.001851 Dtd.6.1.1999 drawn at Oriental Bank of Commerce, Pehladi Pur Banger, Delhi-42.
4. Rs.45,000/- (Rupees Fourty Five Thousand only) Vide Pay Order No.001852 Dtd.6.1.1999 drawn at Oriental Bank of Commerce, Pehladi Pur Banger, Delhi-42.

Total Rs.1,80,000/- (Rupees One Lac & Eighty Thousand only)

IN WITNESSES WHEREOF:- I/We have signed this Receipt at Delhi on this, 07 1999 in the presence of the following witnesses:-

WITNESSES:-

1.


 EXECUTANT(S).

2.

POSSESSION LETTER

I/We, JAI KISHAN S/o SH.GOPI RAM R/o 2/51-D, ROOP NAGAR, DELHI; have today delivered and handed over the actual physical vacant possession of ONE OPEN SPACE BUILT ON LAND MEASURING 775 SQ.YDS. OUT OF KHASRA NO.34/17 & 24, SITUATED AT VILLAGE SAMAI PUR, DELHI-42; which is bounded as under:-
 EAST : DRAIN. & ROAD 16½ ft.
 WEST : OTHER'S LAND.
 NORTH : PORTION OF SH.SURAJ BHAN.
 SOUTH : OTHER'S LAND.
 (HEREINAFTER CALLED THE PROPERTY)
 to its purchaser SH.JAYANT KUMAR S/o SH.CHHOTE LAL R/o VPO:SAHIBABAD DAULAT PUR, DELHI; on the spot.

IN WITNESSES WHEREOF:- I have signed this Possession Letter on this 27 JAN 1993 in the presence of the following witnesses:-

WITNESSES:-

1.


POSSESSION HANDED OVER BY:

2.

POSSESSION TAKEN OVER BY:

:: 2 ::

NOW THIS GENERAL POWER OF ATTORNEY WITNESSES AS UNDER:

1. To manage, control, lookafter and supervise the above said property may deems fit and proper.
2. To construct, renovate or rebuilt the said property as per sanctioned plan issued by the authority concerned, if necessary.
3. To apply for and get the Electric, water and Sewerage connection and other service in the said property from the authority concerned.
4. To let out the said property on rent to any person(s) to realise the rent of the said property from the Tenant(s).
5. To execute, sign, present and verify all such papers, documents, etc. for me/us in my/our name and or my/our behalf partaining to sole and transfer of the said property.
6. To deposit all fees, dues, instalments, house tax and other charges to the concerned authorities on my/our behalf.
7. To sell, mortgage, gift transfer of the aforesaid property to anyone and to receive the consideration amount of earnest money to execute the proper deeds and documents and present the same or regn. in the office of the Sub-Registrar concerned and get the same regd. and to admit the execution thereof.
8. To receive the compensation or alternative site in case the said property is acquired by authority concerned.
9. To apply and get the Cement/Bricks and other building material for the construction or addition and alteration of the said property.
10. To pay all necessary dues and charges remaining or further to the authority (s) concerned on demand.
11. To file any suit complaint, petition, revision, written statement partaining to any matter of the said property.
12. To appoint and remove further attorney(s).
13. To sign and submit the necessary forms for obtaining the sale permission of the said property in the office of the competent authority.
14. To apply for arrange mutation, charges, entries in all concerned official records in respect of aforesaid property as may be deemed appropriate.
15. To apply for sale permission or NOC from the concerned authority.
16. Generally to do all acts, deeds and things for me/us in my/our name(s) on my/our behalf in respect of my/our said attorney may deems fit and proper.

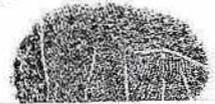
And all acts, deeds and things done my/our said attorney shall be binding on me/us in all respects IN WITNESSES WHEREOF:-
I/We have signed this GENERAL POWER OF ATTORNEY, at Delhi on this DTD. 7 JAN 1999 in the presence of the following witnesses:-

WITNESSES:

1.

EXECUTANT (S).

T. U.



36

2

NOW THIS GENERAL POWER OF ATTORNEY WITNESSES AS UNDER:-

1. To manage, control, lookafter and supervise the above said property may deems fit and proper.
2. To construct, renovate or rebuilt the said property as per sanctioned plan issued by the authority concerned, if necessary.
3. To apply for and get the Electric, water and Sewerage connection and other service in the said property from the authority concerned.
4. To let out the said property on rent to any person(s) to realise the rent of the said property from the Tenant(s).
5. To execute, sign, present and verify all such papers, documents, etc. for me/us in my/our name and or my/our pertaining to sale and transfer of the said property.
6. To deposit all fees, dues, instalments, house tax and other charges to the concerned authorities on my/our behalf.
7. To sell, mortgage, gift transfer of the aforesaid property to anyone and to receive the consideration amount of earnest money to execute the proper deeds and documents and present the same or regn. in the office of the Sub-Registrar concerned and get the same regd. and to admit the execution thereof.
8. To receive the compensation or alternative site in case the said property is acquired by authority concerned.
9. To apply and get the Cement/Bricks and other building material for the construction or addition and alteration of the said property.
10. To pay all necessary dues and charges remaining or further to the authority (s) concerned on demand.
11. To file any suit complaint, petition, revision, written statement pertaining to any matter of the said property.
12. To appoint and remove further attorney(s).
13. To sign and submit the necessary forms for obtaining the sale permission of the said property in the office of the competent authority.
14. To apply for arrange mutation, charges, entries in all concerned official records in respect of aforesaid property as may be deemed appropriate.
15. To apply for sale permission or NOC from the concerned authority.
16. Generally to do all acts, deeds and things for me/us in my/our name(s) on my/our behalf in respect of my/our said attorney may deems fit and proper.



And all acts, deeds and things done my/our said attorney shall be binding on me/us in all respects IN WITNESSES WHEREOF:- I/We have signed this GENERAL POWER OF ATTORNEY, at Delhi on this DTD. 7 JAN 1999 in the presence of the following witnesses:-

WITNESSES:

1.

ATTESTED

EXECUTANT (S).

NOTARY PUBLIC
7 JAN 1999

2.

[Handwritten signature]

(57)

:: 2 ::

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER:-

1. That the first party has delivered vacant possession of the said property to the second party on the spot.
2. That the second party shall realise all the profits of the said property from the date of executions of this Agreement; the first party shall not demand any amount from the second party.
3. That the first party shall get no claim, title or interest in the said property and second party has become its sole and absolute owner and is at liberty to utilise the same in any manners.
4. That the first party hereby assures the second party that the property under sale is free from all sorts of encumbrances such as sale, mortgage, gift, lien, decree, charges, court injunctions, attachments, surety, security, litigation, legal flaws, disputes, notification, attachments, acquisitions and there is no legal defect in the title as a ownership of the first party and if it is proved in whole or in part; otherwise the first party and his property both moveable and immoveable shall be liable to indemnify the second party with costs and expenses etc.
5. That the first party has not entered into any sorts of Agreement with anybody for the sale and transfer of the said property.
6. That all expenses of the sale Deed/Documents shall be paid and borne by the second party.
7. That whenever and wherever the presentations; the first party will required for the completion of any such acts, deeds and things regarding the said property; will execute and present for the same.
8. That all the dues, taxes and instalments if any till date shall be paid by the first party and thereafter shall be paid and borne by the secondparty.
9. That all the dues, demands, lease money, unearned increment, transfer fees and/or any other charges to be lieved thereafter regarding the said property shall be paid and borne by the second party.
10. That if the first party violate and infrings the terms and conditions laid-down in the agreement to sell; the second party shall be entitled to get the said transactions to complete through the court of law under the suit for specific performance at the costs and expenses of the first party.

IN WITNESSES WHEREOF; both parties have signed this Agreement to Sell at Delhi on the day, month and years above first written in the presence of the following witnesses.

WITNESSES:

1.

FIRST PARTY _____

2.

SECOND PARTY _____

30

DEED OF WILL

This DEED OF WILL is made at Delhi on this, 07 JAN 1999 By:-
 JAI KISHAN S/o SH.GOPI RAM R/o 2/51-D, ROOP NAGAR, DELHI;
 hereinafter called the TESTATOR.

Life is short and uncertain. God knows when it may comes to an end. Hence, I with my free will, with full consciousness without any pressure make this will, with my sound and disposing mind.

WHEREAS I am owner and in possession of ONE OPEN SPACE BUILT ON LAND MEASURING 775 SQ.YDS. OUT OF KHASRA NO.34/17 & 24, SITUATED AT VILLAGE SAMAI PUR, DELHI-42; Which is bounded as under:-

EAST : DRAIN. & ROAD 16 $\frac{1}{2}$ ft.
 WEST : OTHER'S LAND.
 NORTH : PORTION OF SH.SURAJ BHAN.
 SOUTH : OTHER'S LAND.

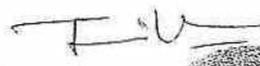
I hereby bequeath that after my death the above mentioned property shall go and devolve in the name of SH.JAYANT KUMAR S/o SH.CHHOTE LAL R/o VPO:SAHIBABAD DAULAT PUR, DELHI; to the exclusion of all my other legal heirs successors and assigns.

IN CASE, if anyone raises any objection and challenges in this will, the objection shall be treated as null and void in the court of law.

IN WITNESSES WHEREOF:- I have signed this Will, on the day, month and years above first written in the presence of the following witnesses:-

WITNESSES:-

1.


 TESTATOR 

2.

39

(EXECUTANT)

(GEN. ATTORNEY)

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/We, JAI KISHAN S/o SH.GOPI RAM R/o 2/51-D, ROOP NAGAR, DELHI; hereinafter called the EXECUTANT(S); do hereby appoint, nominate and constitute SH.JAYANT KUMAR S/o SH.CHHOTE LAL R/o VPO:SAHIBABAD DAULAT PUR, DELHI; as my/our true and lawful GENERAL ATTORNEY, to do the following acts, deeds and things in my/our name and on my behalf as under:-

WHEREAS the Executant is the owner and in possession of ONE OPEN SPACE BUILT ON LAND MEASURING 775 SQ.YDS. OUT OF KHASRA NO.34/17 & 24, SITUATED AT VILLAGE SAMAI PUR, DELHI-42; Which is bounded as under:-

EAST : DRAIN & ROAD 16 Ft.
 WEST : OTHER'S LAND.
 NORTH : PORTION OF SH.SURAJ BHAN.
 SOUTH : OTHER'S LAND.

AND WHEREAS the Executant do hereby authorise and empower the said attorney to manage, control and supervise the above mentioned property under his own signature and on behalf of said the Executant.

Contd...P/2..

FILE



A F F I D A V I T

I/We, JAI KISHAN S/o SH.GOPI RAM R/o 2/51-D, ROOP NAGAR, DELHI; do hereby solemnly affirm and declare as under:-

1. That I/We shall not revoke the General Power of Attorney, Agreement (s) Will & Receipt etc. Which are executed by me/us today.

2. That I have sold my ONE OPEN SPACE BUILT ON LAND MEASURING 775 SQ.YDS. OUT OF KHASRA NO.34/17 & 24, SITUATED AT VILLAGE SAMAI PUR, DELHI-42; Which is bounded as under:-

EAST : DRAIN.& ROAD 16¹/₂ Ft.

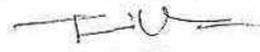
WEST : OTHER'S LAND.

NORTH : PORTION OF SH.SURAJ BHAN.

SOUTH : OTHER'S LAND.

For a sum of RS.1,80,000/- (RUPEES ONE LAC & EIGHTY THOUSAND ONLY); To, SH.JAYANT KUMAR S/o SH.CHHOTE LAL R/o VPO;SAHIBABAD DAULAT PUR, DELHI;

3. That my/our legal heirs successors and assigns shall not claim over it in future.


DEPONENT(S).

VERIFICATION:-

Verified at Delhi on this, 27 JAN 1999; that the contents of my/our affidavit are true and correct to the best of my/our knowledge and belief.


DEPONENT(S).

41

(EXECUTANT)

(GEN. ATTORNEY)

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/We, JAI KISHAN S/o SH.GOPI RAM R/o 2/51-D, ROOP NAGAR, DELHI; hereinafter called the EXECUTANT(S); do hereby appoint, nominate and constitute SH.JAYANT KUMAR S/o SH.CHHOTE LAL R/o VPD:SAHIBABAD DAULAT PUR, DELHI; as my/our true and lawful GENERAL ATTORNEY, to do the following acts, deeds and things in my/our name and on my behalf as under:-

WHEREAS the Executant is the owner and in possession of ONE OPEN SPACE BUILT ON LAND MEASURING 775 SQ.YDS. OUT OF KHASRA NO.34/17 & 24, SITUATED AT VILLAGE SAMAI PUR, DELHI-42; Which is bounded as under:-

EAST : DRAIN. & ROAD 16 $\frac{1}{2}$ Ft.
 WEST : OTHER'S LAND.
 NORTH : PORTION OF SH.SURAJ BHAN.
 SOUTH : OTHER'S LAND.

AND WHEREAS the Executant do hereby authorise and empower the said attorney to manage, control and supervise the above mentioned property under his own signature and on behalf of said the Executant.

Contd...P/2..

F. W.



42

Documents Authenticated by
Reg. Fees Charged Rs. 150/-
Serial No. 150/199
Date 7/1/99
Sign. of Cashier



Reg. Registrar No. 170

DL/06/06 3/24/72
Date 9-2-99

DEED OF WILL

This DEED OF WILL is made at Delhi on this, 7/1/99 By:-
JAI KISHAN S/o SH. GOPI RAM R/o 2/51-D, ROOP NAGAR, DELHI;
hereinafter called the TESTATOR.

Life is short and uncertain. God knows when it may come to an end. Hence, I with my free will, with full consciousness without any pressure make this will, with my sound and disposing mind.

WHEREAS I am owner and in possession of ONE OPEN SPACE BUILT ON LAND MEASURING 775 SQ.YDS. OUT OF KHASRA NO.34/17 & 24, SITUATED AT VILLAGE SAMAI PUR, DELHI-42; Which is bounded as under:-
EAST : DRAIN. & ROAD. 16 1/2 Ft.
WEST : OTHER'S LAND.
NORTH : PORTION OF SH. SURAJ BHAN.
SOUTH : OTHER'S LAND.

I hereby bequeath that after my death the above mentioned property shall go and devolve in the name of SH. JAYANT KUMAR S/o SH. CHHOTE LAL R/o VPO SAHIBABAD DAULAT PUR, DELHI; to the exclusion of all my other legal heirs successors and assigns.
D.I. No. 354/323 Dtd. 25/4/95

IN CASE, if anyone raises any objection and challenges, in this will, the objection shall be treated as null and void in the court of law.

IN WITNESSES WHEREOF:- I have signed this Will, on the 7 day, month and years above first written in the presence of the following witnesses:-

694

WITNESSES:-

1. Mu S. P. Jain
S/o Sh. P. R. Jain

Fill
TESTATOR.

R/o PD-37, Pitambara, Pura,
Delhi

2. D.I. No. 950 32 085
Valid up to 20-3-2000



R. K. BURMAN
Advocate
SR Vith Pitambara, Delhi
En. No. UP-3613

R. K. BURMAN
Advocate
SR Vith Pitambara, Delhi
En. No. UP-366/92

Jai Kishan
110
Sh. Gopi Ram
2/51-D, Roop Nagar
Delhi

Sh. Gopi Ram
2/51-D, Roop Nagar
Delhi

93

7-1-99

F.V.

Jai Kishan
S. P. Jain
R. C. Burman
No. 2 is known to me. The executant is resident of ... District. Authenticated U/S of the Registration Act.

Sub-Registrar
DELHI

7/1/99

F.V.

7 JAN 1999
994
925
19
श्री गुरुदेव नमः
श्री गुरुदेव नमः
श्री गुरुदेव नमः

7 JAN 1999

R. C. BURMAN
Advocate
11, Vaid Pittampur, Delhi
Es. No. UT-356/92



A F F I D A V I T

I/We, JAI KISHAN S/o SH.GOEI RAM R/o 2/51-D, ROOF NAGAR, DELHI; do hereby solemnly affirm and declare as under:-

1. That I/We shall not revoke the General Power of Attorney, Agreement (s) Will & Receipt etc. Which are executed by me/us today.

2. That I have sold my ONE OPEN SPACE BUILT ON LAND MEASURING 775 SQ.YDS. OUT OF KHASRA NO.34/17 & 24, SITUATED AT VILLAGE SAMAI PUR, DELHI-42; Which is bounded as under:-
 EAST : DRAIN.& ROAD 16 1/2 Ft.
 WEST : OTHER'S LAND.
 NORTH : PORTION OF SH.SURAJ BHAN.
 SOUTH : OTHER'S LAND.

For a sum of RS.1,80,000/- (RUPEES ONE LAC & EIGHTY THOUSAND ONLY); To, SH.JAYANT KUMAR S/o SH.CHHOTE LAL R/o VPO:SAHIBABAD DAULAT PUR, DELHI;

3. That my/our legal heirs successors and assigns shall not claim over it in future.


 DEPONENT(S)

VERIFICATION:-

Verified at Delhi on this 7 JAN 1994, that the contents of my/our affidavit are true and correct to the best of my/our knowledge and belief.


 DEPONENT(S).



ATTESTED

NOTARY PUBLIC, DELHI

7 JAN 1994

45

37565 6/1/89

Jen Gifford Scott, Secy

Stamp: JUN 15 1989
Stamp: 270
Stamp: AMPURA DISTRICT
Signature: [Handwritten signature]

JOINT INSPECTION REPORT

A joint inspection of the area i.e. Block I-11, Sector-16, Rohini, Delhi was carried out on 14.09.2023 by the officials of DDA, MCD and DPCC. Observation/findings of the inspection are:

- 1) The exact location of the premises in question is Kh. No. 34/17 & 24, Ground Floor, (Landmark near Wine Shop) Village Samaipur, Delhi-110042 as per the electricity bill of premises and it belongs to the Sh. Jayant Kumar S/o Sh. Chhote Lal R/o Kh. No 65, H.No. 155, near DTU-PNB Shahbad Daulatpur Village, Delhi-110042.
- 2) The area of the premises in question is about 775 Sq. yards out of total area/piece of land of 3413 Sq. yards.
- 3) Sh. Jayant Kumar has taken "**General Trade/Storage License**" from MCD dated 18.04.2023 which is valid upto 31.03.2024 on area measuring 40 Sqm out of 775 Sq. yards. (copy of License taken during inspection and enclosed). Two telecom/mobile towers in area of about 30ft X 60ft. were also found installed near the alleged shop and in the premises of 775 Sq. yards.
- 4) No concrete information/valid proof provided/shown by the owner regarding the start the work of storage of metal scrap and its loading & unloading activity at the alleged premises.

The MCD official informed that the MCD License is granted online and in this case it has been taken first time (as New License) on **18.04.2023** and is valid upto 31.03.2024.

As enquired from the complainant Sh. Rajesh Kumar and RWA president Sh. Virender Hooda, it was informed that they have made complained against it to Delhi Police in **September 2020**.

Sh. Jayant Kumar, premises owner informed that he had shifted the storage work to this premises last year however not replied on the date/ month.

So, date of start of shop may be considered as September 2020.

- 5) It was found that in the right of the structure in the premises, a boundary wall has been constructed with brick work in place of earlier broken wall/iron sheet structure. However, during inspection no construction activity was observed.
- 6) Alleged shop was used for storage/ segregation/ trading of metal scrap. During inspection no scarp found stored in the shop and found vacant except an old steel Almira. Some leftover waste material/items viz 2 drums, a cycle, door etc. found in the open area near the shop. A condemned road roller, shuttering work material like fatti, balli, iron waste material found lying in front and side of premises. Open area near the premises is also being used by others to park their trucks.

Contd..2..

..2..

- 7) No plant machinery found installed in premises of Sh. Jayant Kumar. No industrial activity observed during inspection and no pollution wr.t. noise/ air/ water observed by the joint team.
- 8) During inspection Sh. Jayant Kumar, owner of the premises/ shop informed that he had closed the shop/work at this premises. However, he has not surrendered the license of the premises yet and has not given any undertaking/declaration to MCD regarding closure of the work.
- 9) As per layout plan of DDA of Residential Area, Pocket I-11, Sector-16, Rohini, 8m road exists near the house of the complainant and the premises in question, which was not found existing in the area. Copy of DDA layout plan received from DDA is enclosed herewith.
- 10) There is a gap of about 2-3 feet between the walls of Complainant house and premises of Sh. Jayant Kumar. A small broken wall of about 2- 4 ft also exist between these two walls, claimed as DDA boundary wall by Sh. Jayant Kumar. He has shown the documents of his premises of area measuring 775 Sq. Yds. and further claimed that he has not done any encroachment (copy of document of land/premises enclosed).
- 11) As per DDA official, land near the premises in question had been handed over to DDA earlier while some land is still with Irrigation Department, Govt. of Haryana.
- 12) Complainant has also provided a copy of letter dated 16.08.2018 issued by EE Store Division DDA to the Deputy Director (LM), Rohini Zine, DDA wherein it was intimated that "...the 8.00 m R/W road along unacquired/ builtup area could not be constructed yet because there is some dispute with regard to ownership of land at site..." with the request to demarcate the land. DDA vide its letter dated 28.07.2020 informed that work of boundary wall has been stopped due to objection raised by Haryana Irrigation Department. Complainant has also provided copies of complaints made to DDA regarding construction of said 8 mt road.
- 13) During inspection, MCD and DDA official were asked to provide the detail of start of work at Jayant premises, to provide the clarification w.r.t. land& premises in question, encroachment if any and present status of 8 mt wide road as shown in the layout plan between the complainant house and premises of Sh Jayant Kumar owner of shop premises and to keep vigil to avoid any illegal activity in the premises.

The geo-tagged photographs taken during the inspection by the team are attached herewith.

Vikas
14/09/23
JEE, DPCC

Ajay Malik
14/09/23
Ajay Malik
JEE, DPCC

Kunal
14-09-23
Patwari/LM/NZ/DDA
Kunal Kumawat

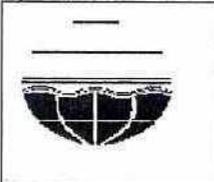
Deepak
14/09/23

DEEPAK KUMAR
A.S.O., MCD
Green Bagel/R2

Abhishek
14/09/23
AE-I/RMD-8
Abhishek Sahay

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**Most Urgent
NGT Matter
By Speed Post**



DELHI POLLUTION CONTROL COMMITTEE
DEPARTMENT OF ENVIRONMENT, (GOVT. OF NCT OF DELHI)
1st Floor, E Block, Vikas Bhawan-II, Upper Bela Road, Civil Line, Delhi-54
visit us at : <http://dpcc.delhigovt.nic.in>

F. No. DPCC/CMC-V/NGT-OA-319/2023/ 2156-2158

Dated: 20/9/23

To,

The Commissioner,
Municipal Corporation of Delhi,
4th Floor, Civic Centre, Minto Road,
Delhi-110002.

Sub.: Information to be sought w.r.t. inspection carried out in compliance of Order passed by Hon'ble NGT in Original Application No. 319/2023 on 04.09.2023 in the matter "Rajesh Kumar Vs. Govt. of NCT of Delhi".

Sir,

This has reference to the order dated 04.09.2023 passed by Hon'ble National Green Tribunal in Original Application No. 319/2023 in the matter of "Rajesh Kumar Vs. Govt. of NCT of Delhi (copy enclosed) regarding illegal scrap shop operated in non-conforming/residential area in violation of environmental norms. (at Block I-11, Sector 16, Rohini, New Delhi).

In compliance of the order passed by Hon'ble NGT, a joint inspection consisting of officials of MCD, DDA and DPCC was carried out on 14.09.2023. During the course of inspection it was found that the premises/shop in question has taken MCD General Trade/Storage License (copy enclosed) and was also informed by DDA representative that as per the DDA Layout plan of Residential block, I-11, Sec-16, Rohini, 8m road exists near the house of complainant and the premises in question, which was not found existing in the area.

In view of above, I am directed to request you to provide the detail of period of operation, to provide clarification w.r.t. land, its use, and the premises in question, encroachment removed (if any)

This issues with the approval of Competent Authority, DPCC.

Yours sincerely,

Encl.: As above.

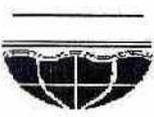
(Mohd. Arif)
Sr. Env. Engineer

Copy to:

1. The Deputy Commissioner, Municipal Corporation of Delhi (Rohini Zone), Sector-5, Rohini, New Delhi – 110 085.
2. The Deputy Commissioner Licensing, Central Licensing and Enforcement Cell, Municipal Corporation of Delhi, 21st Floor, Civic Centre, Minto Road, Delhi-110002.

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Most Urgent
NGT Matter
By Speed Post

	<p>DELHI POLLUTION CONTROL COMMITTEE DEPARTMENT OF ENVIRONMENT, (GOVT. OF NCT OF DELHI) 1st Floor, E Block, Vikas Bhawan-II, Upper Bela Road, Civil Line, Delhi-54 visit us at : http://dpcc.delhigovt.nic.in</p>
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F. No. DPCC/CMC-V/NGT-OA-319/2023/ 3161-3162

Dated: 20/9/23

To,

The District Magistrate (North)
DM Office Complex (Alipur)
Alipur, Delhi-110036

Sub.: Information w.r.t use detail and requesting to take necessary action w.r.t. Order passed by Hon'ble NGT in Original Application No. 319/2023 on 04.09.2023 in the matter "Rajesh Kumar Vs. Govt. of NCT of Delhi".

Sir,

This has reference to the order dated 04.09.2023 passed by Hon'ble National Green Tribunal in Original Application No. 319/2023 in the matter of "Rajesh Kumar Vs. Govt. of NCT of Delhi (copy enclosed) regarding illegal scrap shop operated in non-conforming/residential area in violation of environmental norms. (at Block I-11, Sector 16, Rohini, New Delhi).

In compliance of the order passed by Hon'ble NGT, a joint inspection consisting of officials of MCD, DDA and DPCC was carried out on 14.09.2023. During the course of inspection it was found that the premises/shop in question has taken MCD General Trade/Storage License (copy enclosed) and was also informed by DDA representative that as per the DDA Layout plan of Residential block, I-11, Sec-16, Rohini, 8m road exists near the house of complainant and the premises in question, which was not found existing in the area.

The exact location of the premises in question is Kh. No. 34/17 & 24, Ground Floor, Village Samaipur, Landmark near Wine Shop Delhi-110042 as per the electricity bill of premises and it belongs to the Sh. Jayant Kumar S/o Sh. Chhote Lal R/o Kh. No 65, H.no. 155, Shahbad Daultapur Village, Delhi-110042, near DTU PNB. The area of the premises in question is about 775 Sq. Yds. out of total area/piece of land of 3413 Sq. Yds..

In view of above, I am directed to request you to provide the detail of period of operation, to provide clarification w.r.t. land, its use and the premises in question, encroachment removed (if any)

This issues with the approval of Competent Authority, DPCC .

Yours sincerely,

Encl.: As above.

(Mohd. Arif)
Sr. Eny. Engineer

Copy to:

1. The Sub-Divisional Magistrate (Alipur), Office of SDM (Alipur), Alipur, Delhi-110036.

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Most Urgent
NGT Matter
By Speed Post



F. No. DPCC/CMC-V/NGT-OA-319/2023/ 2159-2160

Dated: 20/9/23

To,

The Vice Chairman (DDA),
Delhi Development Authority,
Vikas Bhawan, INA,
New Delhi-23.

Sub.: Information to be sought w.r.t. inspection carried out in compliance of Order passed by Hon'ble NGT in Original Application No. 319/2023 on 04.09.2023 in the matter "Rajesh Kumar Vs. Govt. of NCT of Delhi".

Sir,

This has reference to the order dated 04.09.2023 passed by Hon'ble National Green Tribunal in Original Application No. 319/2023 in the matter of "Rajesh Kumar Vs. Govt. of NCT of Delhi (copy enclosed) regarding illegal scrap shop operated in non-conforming/residential area in violation of environmental norms. (At Block I-11, Sector 16, Rohini, New Delhi).

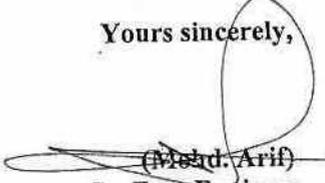
In compliance of the order passed by Hon'ble NGT, a joint inspection consisting of officials of MCD, DDA and DPCC was carried out on 14.09.2023. During the course of inspection it was found that the premises/shop in question has taken MCD General Trade/Storage License (copy enclosed) and was also informed by DDA representative that as per the DDA Layout plan of Residential block, I-11, Sec-16, Rohini, 8m road exists near the house of complainant and the premises in question, which was not found existing in the area.

In view thereof DDA is requested to provide the actual measurement of the plot and missing road of 8m as per the DDA layout plan of Residential block, I-11, Sec-16, Rohini, and action taken in case of removal of encroachment(if any).

This issues with the approval of Competent Authority, DPCC.

Yours sincerely,

Encl.: As above.


(Mohd. Arif)
Sr. Env. Engineer

Copy to:

1. The Chief Engineer, Delhi Development Authority, DDA Office Complex, 1st Floor, Madhuban Chowk, Sector-14, Rohini, Delhi-110085.

Most Urgent
NGT Matter

	DELHI POLLUTION CONTROL COMMITTEE 1 st Floor, E-Block, VikasBhawan-II, Upper Bela Road, Civil Lines, Delhi-110054 Visit us at : http://dpcc.delhigovt.nic.in
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F. No. DPCC/CMC-V/OA No.319/2023/ 2187-88

Dated: 27/09/2023

Subject: Show Cause Notice for imposition Environmental Compensation.

Whereas, M/s Jayant Iron Store, Kh. No. 34/17 & 24, Ground Floor, (Landmark near Wine Shop) Village Samaipur, Delhi-110042 (hereinafter called the addressee unit) was engaged in the activity of storage/ segregation/ trading of metal scrap since 2019, as per licence issued by erstwhile north Delhi Municipal Corporation. The said activity falls under White Category as per the categorization of industrial activities.

And whereas a complaint was received through Green Delhi App complaining about violation of the Noise Rules while loading, unloading, cutting and processing of heavy metal scrap which leads to significant noise pollution for neighbouring residents and illegal dumping and burning of garbage on road sides/vacant land thereby causing Air Pollution.

And whereas, Sh. Rajesh Kumar filed an Original Application before Hon'ble NGT which was registered as OA No. 319/2023 entitled as "Rajesh Kumar Vs. Govt. of NCT of Delhi & Ors." and the Hon'ble NGT vide its order dated 12.05.2023 issued notices to Respondents no. 1 to 7 requiring them to file their response/ reply.

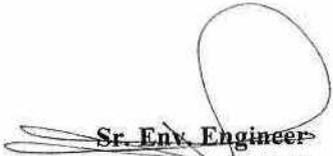
And whereas, in compliance to order of Hon'ble NGT dated 12.05.2023 a joint inspection was conducted by DPCC and MCD on 10.07.2023 and subsequently on 14.09.2023 by the joint team of DPCC, MCD and DDA in compliance with the order passed by Hon'ble NGT from time to time.

And whereas, case of the addressee unit was placed before the Competent Authority in Delhi Pollution Control Committee and who decided to issue Show cause notice for imposition of Environmental Damages Compensation.

Now therefore, in view of Hon'ble NGT directions and in view of the non-compliances mentioned above, the Competent Authority of DPCC keeping in view of the 'Polluters Pay Principle' has decided to issue Show Cause Notice for imposition of Environmental Damages Compensation (EDC) of Rs. 50,000/- (Rupees Fifty Thousand only) on the addressee unit for causing damage to the environment.

By way of this notice, the addressee unit is hereby called upon to Show Cause as to why the above said Environmental Compensation should not be imposed. The reply, if any, should reach 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 Environmental Compensation will be imposed without any further reference...

This is being issued as per the approval of Competent Authority, Delhi Pollution Control Committee.


 Sr. Env. Engineer
 SEE, CMC-V

To,
 M/s Jayant Iron Store,
 Kh. No. 34/17 & 24, Ground Floor,
 (Landmark near Wine Shop)
 Village Samaipur, Delhi-110042

A
 Copy to:
 1) Master File, CMC-V.


 AEE, CMC-V

o/c