

**BEFORE THE NATIONAL GREEN TRIBUNAL SITTING
AT PUNE**

MEMORANDUM OF APPLICATION

(Under Sections 15 of read with section 18 National Green Tribunal
Act, 2010)

APPLICATION NO. 34 OF 2023

Sandeep Prakash Parkar & Another ... **APPLICANTS**

VERSUS

Member-Secretary, State Level Environment Impact Assessment
Authority and others ... **RESPONDENTS**

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**Rejoinder to the Affidavit-in-Reply of
Respondent No. 2 (SRA)**

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BEFORE THE NATIONAL GREEN TRIBUNAL SITTING**AT PUNE****ORIGINAL APPLICATION NO. 34 OF 2023 (WZ)****BETWEEN:**Sandeep Prakash Parkar and Another ... **APPLICANTS****VERSUS**Member-Secretary, State Level Environment Impact Assessment
Authority, and Others ... **RESPONDENTS****REJOINDER TO AFFIDAVIT-IN-REPLY OF
RESPONDENT NO. 2 (Slum Rehabilitation Authority)**

I, Sandeep Prakash Parkar, the Applicant above-named, residing at Mumbai, on behalf of the Applicants do hereby solemnly affirm and state as under:

1. The Applicants have gone through the Affidavit-in-Reply of Shri Dattatraya B. Patil, working as Executive Engineer, Slum Rehabilitation Authority.
2. At the very outset the Applicants submit that the Reply of this Respondent is based on specious arguments. The reasons for the same are given hereunder:
3. The contention of this Respondent that he has got his tenement free of cost is not correct. The true fact is that slum land



in the high-end area of Worli, was surrendered to the Developer by the slum-dwellers. Such slums were occupied by the slum-dwellers for the past scores of decades. On such surrender of this extremely precious land, in consideration thereof, tenements were allotted based on the explicit provisions of Development Control Regulations for Greater Mumbai, 1991. Needless to add that based on such surrender of land, the Project Proponent has earned several thousand crore of sheer profit. Hence, the true fact is that the Project Proponent has earned such several thousand crore from the land of the slum-dwellers occupied by them for several scores of years.

4. Accordingly, the allusion placed by this Respondent about free tenement is no more than a falsity. To reiterate, the full truth is that the land of the slum was given to the Project Proponent, and as a consideration to the surrender of the land, the Project Proponent drew mammoth FSI. In the process, the Project Proponent is constructing a 7-Star Hotel, and has built about 300 super-luxury flats, from where the Project Proponent has drawn several thousand crore of profits.

5. In other words, had this Respondent spoken the full-truth, his averments would have got falsified.



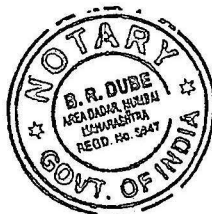
6. The Applicant further submits that the contention of this Respondent that there are balance 2 buildings which have to be made and therefore, compliance to plantation stipulation would be done in due course, i.e. it could be postponed, this is misleading.

7. This Respondent has done a grave violation of giving Occupancy Certificates of super-luxury buildings, by openly flouting the laws of the land. This law, which has been traversed through in the main Original Application is being reproduced against for the sake of convenience:

19. Notwithstanding anything contained in the relevant law or any other law for the time being in force,—

- (a) any authority or officer of the urban local authority, who is empowered to give any permission for development of land, shall not give such permission, except with the approval of and subject to the conditions, if any, imposed by the Tree Officer in regard to the preservation or plantation of trees on such land;
- (b) no completion or occupation certificate in respect of any building shall be issued under the relevant law unless the authority competent to issue such certificate is satisfied that the conditions subject to which permission for development of the land as aforesaid was given have been complied with.

8. It is seen the Project Proponent was under obligation to plant 1591 trees and this Respondent at the time when construction started. This stipulation is placed as a condition not only of the tree NOC but also of the Environment Clearance. Notwithstanding the



same, without verifying specific magnitude of plantation, without any application of mind on this, this Respondent granted the Occupancy Certificate for 2 skyscrapers in the project, and thereby enabled the Developer to earn tens of thousands of crore of revenue.

9. Such a condition of effecting plantation at the inception of the project construction is for the reason that in the intervening period, trees would assume an acceptable height before the buildings got occupied.

10. It is further seen that it is a mandatory legal position expressed through legal maxim – '*A verbis legis non recedendum est*', which means that from the words of law, there must be no departure. Accordingly, if the Maharashtra (Urban Areas) Protection and Preservation of Trees Act, 1975 mandates Occupancy Certificate to be given only when the requisites of tree plantation are complied with, accordingly, without ensuring that 1591 trees were planted this Respondent issued a nepotistic Occupancy Certificate.

11. in other words, this Respondent was not permitted to add words to a statute, where he drafted the provision that tree plantation would be done after the entire project is completed i.e. all further buildings are completed.



12. It is further seen that under paragraph (i) of the General Conditions of the Environment Clearance of 2016, the following stipulation was made:

“(i) Project proponent shall ensure completion of STP, MSW disposal facility, **green belt development prior to occupation of the buildings.** As agreed during the SEIAA meeting, PP to explore possibility of utilizing excess treated water in the adjacent area for gardening before discharging it into sewer line No physical occupation or allotment will be given unless all above said environmental infrastructure is installed and made functional including water requirement in Para 2. Prior certification from appropriate authority shall be obtained.”

13. From the aforesaid it is clear and apparent, that the sequence of event was as under as per the above-mentioned Environment Clearance condition:

“Green Belt” DEVELOP FIRST.

Occupation AFTER DEVELOPMENT OF “GREEN BELT”.

14. Unfortunately, in his passion for providing undue pecuniary benefits to the Project Proponent, this Respondent completely overlooked not only the provisions of section 19 of the Maharashtra (Urban Areas) Protection and Preservation of Trees Act, 1975 as mentioned above, but also the foregoing Environment Clearance condition.

15. For such reasons, this Affidavit-in-Reply of this Respondent turns specious in nature and is completely untenable.



54. In the surmise, this Affidavit-in-Reply of this Respondent be rejected and the prayers made in the Original Application be made absolute.

Sandeep Parkar
Applicants

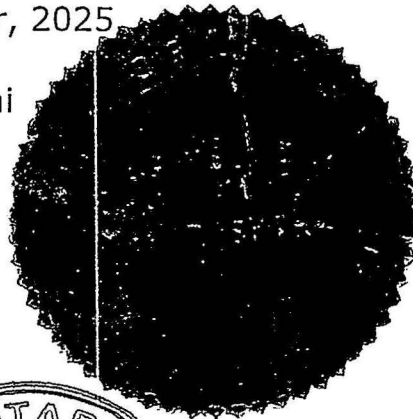
VERIFICATION

I, Sandeep Prakash Parkar, on behalf of the Applicants, and resident of Flat no. 801, Rehab Bldg no. 3, Sai Sundar Nagar CHS, Sadanand Hasu Tandel Marg, Prabhadevi, Mumbai - 400 025, do hereby verify that the contents of aforesaid paras in this Rejoinder to the Affidavit-in-Reply of Respondent No. 2, are true to my personal knowledge and belief and that I have not suppressed any material fact.

Sandeep Parkar
Applicant
BEFORE ME
Amal
25/10/2025

DATE: 25 October, 2025

PLACE: Mumbai



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Sr No 14975 Date 25/10/2025

