

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

O.A. NO. 392/ 2022

IN THE MATTER OF :

PRASOON PANT & ANR.

..... PETITIONER

VERSUS

UNION OF INDIA & ORS.

.... RESPONDENTS

AND IN THE MATTER OF:

**M/S.GULSHAN HOMZ PVT LTD
(Respondent No.-16)**

..... RESPONDENT

NDOH : 15.07.2024

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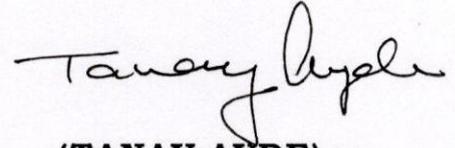
New Delhi

Dated: 11/07/2024



Respondent

Through



(TANAY AYDE)

Advocate

Plot No.-828, Sector-5, Vaishali,
Ghaziabad, U.P-201019

Mo.No.-9868332215 ; 9891149756

Email:aydeassociates@gmail.com

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
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**M/S.GULSHAN HOMZ PVT LTD
(Respondent No.-16)**

..... RESPONDENT

**REPLY FOR AND ON BEHALF OF THE RESPONDENT (No.-16)
COMPANY NAMELY GULSHAN HOMZ PRIVATE LIMITED IN
THE O.A. NO. 392 / 2022**

MOST RESPECTFULLY SHOWETH:

1. That the answering respondent begs to file its reply in the above captioned matter in view of the liberty granted by this Hon'ble National Green Tribunal vide its order dated 29.04.2024 in the above captioned matter, wherein it has been directed that all such respondents who have not yet filed their responses may file their reply within one week. However the answering Respondent could not file it's reply within the said extended period because of compelling circumstance. The answering Respondent engaged one

counsel Mr.Sunder Lal Suryavanshi,Advocate,New Delhi for representing it before Hon'ble Tribunal and handed over all documents for preparing the reply and held meetings with him and his associates on 22.01.2024.However there was no response from his side for a long time and no draft of reply was prepared till 06.07.2024.In these circumstances, the Respondent asked its regular civil cases counsel to take up the case and prepare and file the reply urgently.The said counsel prepared the reply on urgent basis on 10.07.2024 and filed it on 11.07.2024.The delay in filing the reply is not deliberate but due to reasons stated above which were beyond the control of the Respondent.The Respondent prays to Hon'ble Tribunal that delay in filing the reply, therefore, may be condoned.

2. That it is pertinent to mention here that this Hon'ble Tribunal in the present matter is considering the compliance of judgement of the Hon'ble Supreme Court of India in MC Mehta v/s UOI,(1997)11 SCC 312 for regulation of indiscriminate boring and withdrawal of ground water for sustainable water resource management.The regulatory measures expected in terms of the aforesaid judgment are

water conservation, rainwater harvesting, recycling and reuse of water, afforestation, protection of water bodies, awareness and education which includes mapping/survey, regulated extraction ensuring replenishment. Whereas a specialized regulatory agency-CGWA has been created with powers of Central Government under section 5 of Environment Protection Act, 1986, other statutory regulators, including 2 of District Magistrates and Pollution Control Boards have to play their respective roles.

3. That considering the grievances raised by the petitioners in the present Original Application that there is alleged illegal extraction of groundwater by the builders operating in Noida and Greater Noida, particularly forty four were named in the array of parties as Respondent (called as project proponent – PPs), including the present respondent company's project Gulshan Bellina, developed by M/s. Gulshan Homz Pvt Ltd, on Plot No.-GH-02/A, Sector-16, Greater Noida, Gautam Buddha Nagar, U.P. As per contention of the petitioner, the statutory authorities have failed to prevent the illegal extraction of groundwater for commercial purposes resulting in the depletion of groundwater level in the area identified

as 'overexploited' as per assessment of the CGWA and as such in view of the grievances raised by the petitioner, this Hon'ble Tribunal has issued certain directions including sealing of all illegally operating borewells and recovery of compensation for illegal extraction of groundwater in the past considering the cost of such water with deterrent element and the cost of replenishing groundwater level.

4. That in view of the contentions raised by the petitioners, the Hon'ble National Green Tribunal vide its order dated 05.07.2022 deemed it fit to constitute a Joint Committee of CPCB, State PCB and District Magistrate, Noida to verify and furnish an action taken report in the matter within two months. Further, it was directed by this Hon'ble Tribunal that if any adverse material is found by the committee, the affected parties may be put to notice of these proceedings and a copy of the report be furnished to the said parties for their Response.
5. Accordingly, the joint Committee filed its report dated 07.10.2022 with this Hon'ble Tribunal after having conducted the field verification for 33 group housing projects. As per the aforesaid report, 25 out of 33 were found to be drawing

water illegally. In view of the same, it has been recommended that the dismantling of those borewells to be undertaken which have been setup without permission, and compensation be levied for illegal withdrawal of ground water in accordance with notification dated 24.09.2020 of Ministry of JAL Shakti, Department of Water Resources, River Development and Ganga Rejuvenation, Central Ground Water Authority, Government of India. Further it has been stated that PP or Project Proponent should maintain proper log book regarding the source and quantity of water consumption. Further recommendation in the aforesaid report is that the under-construction projects should use only STP treated water. The report also refers to earlier order of the Tribunal dated 09.09.2022 in O.A. No. 438/2018 "Arti v. CGWA & Ors." Dealing with illegal extraction of groundwater by the Hotels. Finding large scale violations, the Tribunal directed following action:-

1. Tubewell/ Borewell may be sealed if project proponent does not hold a valid NOC
2. Environment Clearance may be cancelled for illegal withdrawal (after considering the necessary rebate due to the pandemic) with necessary coordination for its recovery, as per CGWA guidelines notified on dated 24.09.2022 at SL. No. 15.

3.Operation of Tubewell/ Borewell only be allowed to operate after obtaining proper NOC.”

PRELIMINARY SUBMISSIONS

1. That the present reply is being filed on behalf of M/s.Gulshan Homz Pvt Ltd, for its project Gulshan Bellina for its project-Gulshan Bellina through its authorized signatory Mr.Kishor Kumar who is duly authorized to file the present reply on behalf of the company and pursue the matter on behalf of the company.A copy of the Board Resolution dated 01.10.2021 in favour of Mr.Kishor Kumar is annexed herewith and marked as **Annexure-R/1** to the instant reply.
2. At the outset,the contents of the aforesaid O.A filed by the petitioner are wrong and denied in toto as far as Respondent No.-16 is concerned. That each and every averment(s) contention(s) submission (s) of the O.A filed by the petitioner are specifically denied in totality.That nothing be construed as admission on the part of the answering respondent unless and until it is specifically admitted.

3. That the subject project Gulshan Bellina is a Group Housing project situated at Plot No.-GH-02/A, Sector-16, Greater Noida, Gautam Buddha Nagar,U.P which has been developed by M/s.Gulshan Homz Pvt Ltd.
4. It is pertinent to mention here that in accordance with the new guidelines of the government whereby the usage of groundwater for construction has been prohibited,the respondent company has purchased Sewage Treated Water (STP) from NOIDA, Jal Board for the construction of its Projects Gulshan Bellina. In view of the aforesaid, the respondent company has sent letters addressed to the project engineer (JAL-OA), Water Works Compound,NOIDA whereby the respondent company has requested the Noida Authority to release the STP water to the group housing project on per day basis. Copies of the letters are annexed herewith and marked as **Annexure-R/2(colly)** to the instant reply.
5. That the respondent has purchased water from the GNIDA during construction of its project- Gulshan Bellina and paid a huge amount to the authority. The details of the

total water purchased by the respondent and amount paid to authority for water for its projects are as under:

Sr. No.	Project	Total Water Purchased (Kiloliter)	Total Amount Paid (RS)
1	Gulshan Bellina	3000	15000/-
2	Gulshan Bellina	3000	15000/-
3	Gulshan Bellina	6000	30,000/-
4	Gulshan Bellina	2000	10,000/-
5	Gulshan Bellina	6000	30,000/-
6	Gulshan Bellina	6000	30,000/-
7	Gulshan Bellina	6000	30,000/-
8	Gulshan Bellina	1000	5000/-

6. That pursuant to the aforesaid purchase of STP water from the Authority, receipts were issued by the NOIDA in favour of respondent company herein. It is humbly submitted that the aforesaid receipts for the purchased STP water are being annexed and marked as **Annexure-R/3(colly)** to the instant reply. Here it is pertinent to mention here that no groundwater was ever illegally extracted and used by the respondent company herein for the construction of its group housing project-Gulshan Bellina
7. That after the construction of the aforesaid Group Housing Project in two phases, necessary certificates/NOCs were obtained by the respondent company from various statutory authorities. Thereafter, Greater Noida Industrial

Development Authority granted OC (Occupancy Certificate) to both the phases on 20.05.2021 and 10.11.2023 respectively. The allottees who had purchased residential units in the said project started taking possession. Copies of OCs are being annexed and marked as **Annexure-R/4(colly)** to the instant reply.

8. In view of the aforesaid, in order to meet the demand of water required for the residents/occupants in the group housing project, the respondent company took immediate steps and started purchasing water from Greater Noida Industrial Development Authority and as such the respondent company has been purchasing water from GNIDA and a ledger is being maintained for the same. Thus, the ledger of water bill payment made to GNIDA and residential water charges cum payment intimations from GNIDA are being annexed collectively herewith and marked as **Annexure- R/5 (Colly)** to this instant reply.
9. That the respondent company has purchased STP water for the construction of its group housing project from GNIDA authority and has never extracted any groundwater illegally. Further, it is submitted that the respondent

company has been purchasing water from the authority and has not ever extracted any ground water illegally to meet the water demand of the residents of its group housing project.

10. Further, it is submitted that no-show cause notice has been issued against the respondent company herein nor any allegation of any type of illegal extraction of water has ever been leveled against the respondent company under the present proceedings.

PARA WISE REPLY:-

1. That the contents of para I and II do not deem any reply.
2. That the contents of para III pertain to the relief sought by the petitioner under sections 14, 15, 18 (1) & 20 of the National Green Tribunal Act, 2010 to stop the projects proponents from extracting ground water illegally at construction stage as well as otherwise and as such each and every allegation is vehemently denied. It is humbly submitted that the respondent company herein which is the project proponent of group housing project has not extracted any ground water illegally at construction stage

- or otherwise; further the contents of preliminary submissions are reiterated and reaffirmed.
3. That the contents of para 1 pertains to the details of the applicants or petitioner in the present O.A. and as such the same do not deem any reply.
 4. That the contents of para 2 pertain to the details of the respondents in the present O.A., hence the same do not deem any reply for being matter of record except the allegation contained in the last line wherein it has been alleged that the respondent no 9-40 are private builder groups projects that are illegally extracting groundwater in Noida extension and the same is vehemently denied. It is humbly submitted that the answering respondent has not extracted groundwater illegally for construction purposes or otherwise; further, it is pertinent to mention herein that there are no allegations made against the answering respondent herein and as such the contents of preliminary submissions are reiterated and reaffirmed.
 5. That the contents of para no 3 and 4 are wrong and hence denied. It is humbly submitted that the answering respondent has not extracted groundwater illegally for

construction purposes or otherwise; further, it is pertinent to mention herein that there are no allegations made against the answering respondent herein and as such the contents of preliminary submissions are reiterated and reaffirmed.

6. That the para no 5 & 6 pertain to data sourced from Uttar Pradesh ground water department and CGWD Assessment 2020 which are disputed and hence denied. The petitioner be put to strict proof thereof.
7. That the contents of para no 7 are matter of record and hence need no reply anything contrary to record is disputed and denied. It is humbly submitted that the answering respondent has not extracted groundwater illegally for construction purposes or otherwise; further, it is pertinent to mention herein that there are no allegations made against the answering respondent herein and as such the contents of preliminary submissions are reiterated and reaffirmed.
8. That the contents of para no 8-21 are matter of record and hence need no reply anything contrary to record is disputed and denied. It is humbly submitted that the

answering respondent has not extracted groundwater illegally for construction purposes or otherwise; further, it is pertinent to mention herein that there are no allegations made against the answering respondent herein and as such the contents of preliminary submissions are reiterated and reaffirmed.

9. That the contents of paras 22 to 32 under the heading of GROUNDS are entirely and vehemently denied for the reasons that no allegation of illegal water extraction levelled or made out against the answering respondent nor any show cause notice ever been issued to the respondent herein on the subject matter. Further, it is reiterated that the answering respondent has not extracted groundwater illegally for construction purposes or otherwise; further, it is pertinent to mention herein that there are no allegations made against the answering respondent herein and as such the contents of preliminary submissions are reiterated and reaffirmed.
10. That the contents of the para under the heading of limitation is wrong and denied.

11. That the contents of para PRAYER are irrelevant, wrong and incorrect , and hence vehemently denied in entirety.

PRAYER

In view of the above stated facts and circumstances, it is most humbly and respectfully prayed that

- a.** Delay in filing the reply may kindly be condoned and reply may kindly be taken on record in the interest of Justice.
- b.** Present proceedings may kindly be dismissed against the answering respondent herein as no violation of any applicable law(s) has been done by the answering respondent.
- c.** Pass such other order (s) or further orders as this Hon'ble Tribunal deems fit and proper in the facts and circumstances of the case, for which act of kindness the humble respondent as is duty bound shall ever pray.

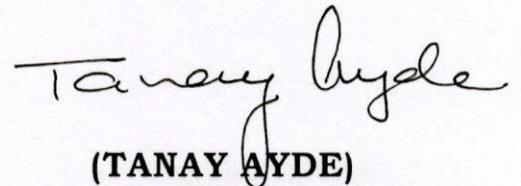
New Delhi

Dated: 11/07/2024



Respondent

Through



(TANAY AYDE)

Advocate

**Plot No.-828, Sector-5, Vaishali,
Ghaziabad, U.P-201019
Mo.No.-9868332215 ; 9891149756
Email: aydeassociates@gmail.com**

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(Respondent No.-16)**

..... RESPONDENT

AFFIDAVIT

Affidavit of Mr.Kishor Kumar, S/o.Sh.Prayag Mahto, Authorized Representative, M/s.Gulshan Homes, having its office at Gulshan One29,Plot No.-C3-E1,Sector-129,NoidaExpressway,Gautam Budhha Nagar, U.P

I, Kishore Kumar,the above named deponent do hereby solemnly affirm and state as under: -

1. I am the authorized representative of the Respondent Company and as such I am well conversant with the facts of the case.
2. I have gone through the contents of accompanying reply to O.A. I state that the facts stated therein are true and correct and derived from the records of the case. The documents



12 JUL 2024

annexed with reply are the documents available in the record of the respondent.



DEPONENT

VERIFICATION: -

I, the above named deponent do hereby verify that the contents of the above affidavit are true and correct to my knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at Noida on this 11th day of July, 2024.



DEPONENT

*Identified
Tanya Singh
Adv.*



ATTESTED

[Signature]
Notary Public
Govt. of India

12 JUL 2024

3725
ANNEXURE - R-1

17

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF GULSHAN HOMZ PVT. LTD. ("THE COMPANY") DULY CONVENED ON FRIDAY, 01-10-2021 AT ITS OFFICE SITUATED AT 121, HARGOBIND ENCLAVE NEW DELHI-110092.

"RESOLVED THAT Sh. Binay Bhushan Malik S/o Sh. Mahendra Narayan Malik and/or Sh. Kishor Kumar S/o Sh. Prayag Mahto be and are hereby authorized SEVERALLY to do followings for and on behalf of the Company in all legal proceedings/ court case before any Court, Arbitrator or other authorities under law:

- a) To verify and sign plaints, applications, notices, pleadings, undertaking, vakalatnamas, affidavits and all other incidental or consequential documents and papers related thereto ;
- b) To institute, defend, amend and withdraw all actions, suits, appeals, reviews, claims ;
- c) To engage and appoint lawyers, attorneys and to represent, appear and act before any court, Arbitrator or other authority under law.
- d) To do all such other acts, deeds, things as may be considered desirable or expedient in giving effect to above resolution.'

"FURTHER RESOLVED THAT copy of this resolution certified by any Director (either manually or digitally) be forwarded to all concerned.

CERTIFIED TRUE COPY
By order of the Board
For Gulshan Homz Pvt. Ltd.

Digitally signed
Deepak Kapoor
Director
DIN: 00462283

DEEPAK
KAPOOR

Digitally signed
by DEEPAK
KAPOOR
Date: 2021.12.20
15:04:55 +05'30'

To,

Date:- 14/01/2016

The Project Engineer,(JAL-OA)
Water works compound
Sector 5, Noida, Uttar Pradesh

Subject: Construction water supply for Gulshan Homz Pvt. Ltd., Site Bellina, Plot No GH-02A, Sector 16B, Grater Noida, Uttar Pradesh

Dear Sir,

We request you to provide us issue slip for construction water supply day to day against DD No.500099 Dated:-10.01.2016 Bank (ICICI BANK) Amount:- Rs. 15,000/- (fifteen Thousand Only). The water issued by NOIDA JAL Board, we assured that water will be consumed within three month otherwise the balance amount will be laps. Water tanker no.

Thanking You,

Yours Faithfully,

For Gulshan Homz Pvt. Ltd.

1. Anand Singh Rawat
(Auth. Signatory)

2. Mahendra Singh
(Auth. Signatory)

To,

Date: - 08/07/2016

The Project Engineer,(JAL-OA)
Water works compound
Sector 5, Noida, Uttar Pradesh

Subject: Construction water supply for Gulshan Homz Pvt. Ltd., Site Bellina, Plot No GH-02A, Sector 16B, Grater Noida, Uttar Pradesh

Dear Sir,

We request you to provide us issue slip for construction water supply day to day against DD No. 500800 Dated:- 02/07/2016 Bank (ICICI Bank) Amount:- Rs. 15,000/- (Fifteen Thousand Only). The water issued by NOIDA JAL BOARD, we assured that water will be consumed within three month otherwise the balance amount will be laps. Water tanker Water tanker no.

1. UP81 AW 6863
2. UP81 M 8189
3. UP14 CK 4052
4. UP14 BK 5431

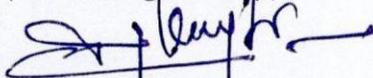
Thanking You,

Yours Faithfully,

For Gulshan Homz Pvt. Ltd.

1. Anand Singh Rawat

(Auth. Signatory)



2. Mahendra Singh

(Auth. Signatory)

Gulshan Homes And Infrastructure Private Limited

Registered Office: 121, Hargobind Enclave, Delhi-110092 | T: 011 2237 5246 | F: 011 2237 5247 | E: info@gulshanhomz.com

Corporate office: grandstreet, Plot No. 2C, Vaibhav Khand, Indrapuram, Uttar Pradesh -201014

To,

Date: - 30/08/2017

The Project Engineer,(JAL-OA)
Water works compound
Sector 5, Noida, Uttar Pradesh

Subject: Construction water supply for Gulshan Homz Pvt. Ltd., Site Bellina, Plot No GH-02A, Sector 16B, Grater Noida, Uttar Pradesh

Dear Sir,

We request you to provide us issue slip for construction water supply day to day against DD No. 502436 Dated:- 29/08/2017 Bank (_ICICI_) Amount:- Rs. 10,000/- (_Rs. Ten Thousand Only_). The water issued by NOIDA JAL BOARD, we assured that water will be consumed within three month otherwise the balance amount will be laps. Water tanker Water tanker no.

1. UP81 AW 6863
2. UP81 BR 7486

Thanking You,

Yours Faithfully,

For Gulshan Homz Pvt. Ltd.

Anand Singh Rawat
1. Anand Singh Rawat
(Auth. Signatory)

2. Mahendra Singh
(Auth. Signatory)

Gulshan Homz Private Limited

Registered Office: 121, Hargobind Enclave, Delhi-110092 | T: 011 2237 5246 | F: 011 2237 5247 | E: info@gulshanhomz.com

Corporate office: grandstreet, Plot No. 2C, Vaibhav Khand, Indirapuram, Uttar Pradesh -201014

CIN NO.: U70109DL1997PTC084494

To,

Date: - 12/12/2017

The Project Engineer,(JAL-OA)
Water works compound
Sector 5, Noida, Uttar Pradesh

Subject: Construction water supply for Gulshan Homz Pvt. Ltd., Site Bellina, Plot No GH-02A, Sector 16B, Grater Noida, Uttar Pradesh

Dear Sir,

We request you to provide us issue slip for construction water supply day to day against DD No. **502729** Dated:- **08/12/2017** Bank (ICICI) Amount:- Rs. **30,000/-** (Rs. Thirty Thousand Only). The water issued by NOIDA JAL BOARD, we assured that water will be consumed within three month otherwise the balance amount will be laps. Water tanker Water tanker no.

1. UP81 AW 6863
2. UP81 BR 7486

Thanking You,

Yours Faithfully,
For Gulshan Homz Pvt. Ltd.

1. Anand Singh Rawat
(Auth. Signatory)
2. Mahendra Singh
(Auth. Signatory)

To,

Date: - 12/11/2018

The Project Engineer,(JAL-OA)
Water works compound
Sector 5, Noida, Uttar Pradesh

Subject: Construction water supply for Gulshan Homz Pvt. Ltd., Site Bellina, Plot No GH-02A, Sector 16B, Grater Noida, Uttar Pradesh

Dear Sir,

We request you to provide us issue slip for construction water supply day to day against DD No. 503837 Dated:- **05/11/2018** Bank (ICICI) Amount:- **Rs. 30,000/-** (Rs. Thirty Thousand Only). The water issued by NOIDA JAL BOARD, we assured that water will be consumed within three month otherwise the balance amount will be laps. Water tanker Water tanker no.

1. UP81 AW 6863
2. UP81 BR 7486

Thanking You,

Yours Faithfully,

For Gulshan Homz Pvt. Ltd.

1. Anand Singh Rawat
(Auth. Signatory)
2. Mahendra Singh
(Auth. Signatory)

Gulshan Homz Private Limited

Registered Office: 121, Hargobind Enclave, Delhi-110092 | T: 011 2237 5246 | F: 011 2237 5247 | E: info@gulshanhomz.com

Corporate Office: Grandstreet, Plot No. 2F, Vaibhav Khand, Indirapuram, Uttar Pradesh, 201014

To,

Date: - 28/08/2019

The Project Engineer,(JAL-OA)
Water works compound
Sector 5, Noida, Uttar Pradesh

Subject: Construction water supply for Gulshan Homz Pvt. Ltd., Site Bellina, Plot No GH-02A, Sector 16B, Grater Noida, Uttar Pradesh

Dear Sir,

We request you to provide us issue slip for construction water supply day to day against DD No. 504723 Dated:- **23/08/2019** Bank (ICICI) Amount:- Rs. **30,000/-** (Rs. Thirty Thousand Only). The water issued by NOIDA JAL BOARD, we assured that water will be consumed within three month otherwise the balance amount will be laps. Water tanker Water tanker no.

1. UP81 AW 6863
2. UP81 BR 7486

Thanking You,

Yours Faithfully,
For Gulshan Homz Pvt. Ltd.

1. Anand Singh Rawat
(Auth. Signatory)
2. Mahendra Singh
(Auth. Signatory)

Gulshan Homz Private Limited

Registered Office: 121, Hargobind Enclave, Delhi-110092 | T: 011 2237 5246 | F: 011 2237 5247 | E: info@gulshanhomz.com
Corporate Office: Grandstreet, Plot No. 2C, Vaibhav Khand, Indirapuram, Uttar Pradesh-201014

CIN No.: U70109DL1997PTC084494

Gulshan

To,

Date: - 25/02/2021

The Project Engineer,(JAL-OA)
Water works compound
Sector 5, Noida, Uttar Pradesh

Subject: Construction water supply for Gulshan Homz Pvt. Ltd., Site Bellina, Plot No GH-02A, Sector 16B, Grater Noida, Uttar Pradesh

Dear Sir,

We request you to provide us issue slip for construction water supply day to day against DD No. 506027 Dated:- **24/02/2021** Bank (ICICI) Amount:- **Rs. 5,000/-** (Rs. Five Thousand Only). The water issued by NOIDA JAL BOARD, we assured that water will be consumed within three month otherwise the balance amount will be laps. Water tanker Water tanker no.

1. UP81 AW 6863
2. UP81 BR 7486

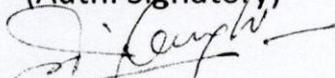
Thanking You,

Yours Faithfully,

For Gulshan Homz Pvt. Ltd.

1. Anand Singh Rawat

(Auth. Signatory)



2. Mahendra Singh

(Auth. Signatory)

White - Customer Copy
 Pink - J.E. Copy
 Green - S.T.P. Copy
 Yellow - Office Copy

New Okhla Industrial Development Authority Noida

Sewage Treatment Plant / Sector 54

Book No. 24

Receipt No. 1163

Dated 21-01-16

Received from M/s. Gulshan Home Pvt. Ltd.

Project Site- Bellina Plot No. GM-02A Sector 16 ~~5~~ Ux-Noida

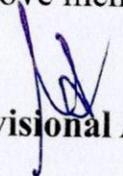
the sum of Rs. (In words) Fifteen Thousand only on account of treated sewerage water for construction purpose. as per terms & conditions overleaf.

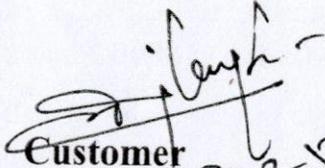
[Quantity of Sewage treated water = 3000 KL @ Rs. 5/- /KL = Rs. 15000/-

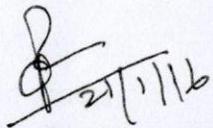
Detail of Deposit

1. D.D. No. - 500099 Date :- 11-01-16
2. Name of Bank - ICICI Bank
3. D.D. Amount 15000/-

Above mention D.D. received by me


Divisional Accountant


 Customer
9582255170


Authority Signatory
Noida Authority

Noida

White - Customer Copy
 Pink - J.E. Copy
 Green - S.T.P. Copy
 Yellow - Office Copy

New Okhla Industrial Development Authority Noida

Sewage Treatment Plant / Sector 54
 Book No. 1287 UP-81AW-6863, UP-14CK-4052
 UP-8M-8189, UP-14B-5431
 Receipt No. Dated 20-07-16
 Received from M/s. Cruishan Homes Pvt. Ltd.
 Project Site Bellina Plot No. UM-02A Sector 16 B, G.D. Noida

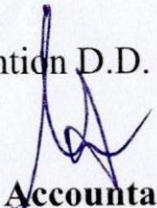
the sum of Rs. (In words) Fifteen Thousand only on account of treated sewerage water for construction purpose. as per terms & conditions overleaf.

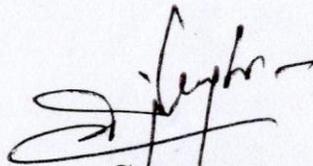
[Quantity of Sewage treated water = 3000 KL@Rs. 5/-/KL = Rs. 15000/-]

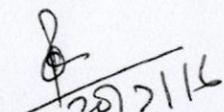
Detail of Deposit

1. D.D. No. - 500800 Date :- 02-07-16
 2. Name of Bank - ICICI Bank
 3. D.D. Amount 15000/-

Above mention D.D. received by me


 Divisional Accountant


 Customer
 9582255170


 Authority Signatory
 Noida Authority

New Okhla Industrial Development Authority Noida

White - Customer Copy
Pink - J.E. Copy
Green - S.T.P. Copy
Yellow - Office Copy

Sewage Treatment Plant / Sector 54
Book No. 27
Receipt No. 1346
UP-81AW-6863, UP-14CK-4452
UP-81M-8189, UP-14BK-5431

Received from M/s. Gulshan Homz Pvt. Ltd. Dated 11-11-16

Project Site Bellina Plot No. GH-02A Sector 16 B, GZ Noida

the sum of Rs. (In words) Thirty Thousand only on account of treated sewerage water for construction purpose. as per terms & conditions overleaf.

[Quantity of Sewage treated water = 6000 KL@Rs. 5/-/KL = Rs. 30,000/-]

Detail of Deposit

1. D.D. No. - 501313
2. Name of Bank - ICICI Bank Date :- 02-11-16
3. D.D. Amount 30,000/-

Above mention D.D. received by me

Divisional Accountant

Customer
9582255170

Authority Signatory
Noida Authority

**New Okhla Industrial Development Authority
Noida**

Sewage Treatment Plant / Sector 54

Book No. 31

UP-181AW-6863
UP-81 BR-7486

Receipt No. 1517

Dated 11/09/17

Received from M/s. Crushern HOMZ Pvt. Ltd.

Project / Plot No. CM-02A Sector 16B, Noida

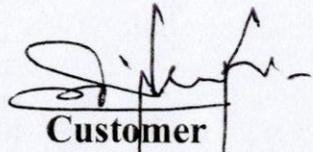
the sum of Rs. (In words) Ten Thousand only on account of treated sewerage water for construction purpose. as per terms & conditions overleaf.

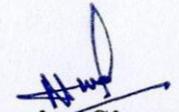
[Quantity of Sewage treated water = 2000 KL@Rs. 5/-/KL = Rs. 10,000/-

Detail of Deposit

1. D.D. No. - 502436 Date :- 29/8/17
2. Name of Bank - ICICI Bank
3. D.D. Amount - 10,000/-

Above mention D.D. received by me


Divisional Accountant

Customer
 9582255170


Authority Signatory
Noida Authority

**New Okhla Industrial Development Authority
Noida**

Sewage Treatment Plant / Sector 54

Book No. 32

Dated 20/12/17

Receipt No. 1561

Received from M/s. Gulsham Homz Pvt. Ltd.

Project / Plot No. 011-02A Sector 16 B, 6r. Noida

the sum of Rs. (In words) Thirty Thousand only on account of treated sewerage water for construction purpose. as per terms & conditions overleaf.

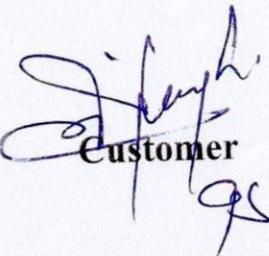
[Quantity of Sewage treated water = 6000 KL@Rs. 5/- /KL = Rs. 30,000/-]

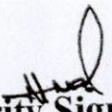
Detail of Deposit

1. D.D. No. - 502729
2. Name of Bank - ICICI Bank
3. D.D. Amount 30,000/-

Date :- 08/12/17

Above mention D.D. received by me


Divisional Accountant

 Customer
 9582255170


Authority Signatory
Noida Authority

**New Okhla Industrial Development Authority
Noida**

Sewage Treatment Plant / Sector 54

Book No. 34

Receipt No. 1685

Dated 15/11/18

Received from M/s. Gulshan Homez Pvt. Ltd.

Project / Plot No. UH-02A Sector 16 B, Gr. Noida

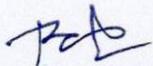
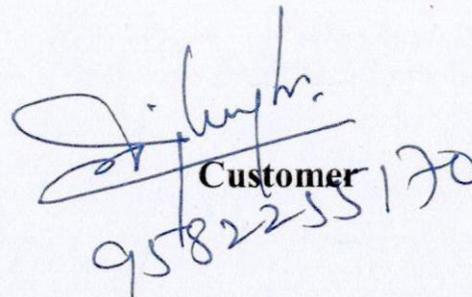
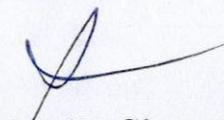
the sum of Rs. (In words) Thirty Thousand only on account of treated sewerage water for construction purpose. as per terms & conditions overleaf.

[Quantity of Sewage treated water = 6000 KL @ Rs. 5/- / KL = Rs. 30,000/-

Detail of Deposit

1. D.D. No. - 503837 Date :- 05/11/18
2. Name of Bank - ICICI Bank
3. D.D. Amount 30,000/-

Above mention D.D. received by me

**Divisional Accountant**

 Customer
 9582255170
**Authority Signatory
Noida Authority**

New Okhla Industrial Development Authority Noida

Sewage Treatment Plant / Sector 54

Book No.35.....

Receipt No.1781.....

Dated 13/9/19

Received from M/s. Gulshan Homz Pvt. Ltd.

Project / Plot No. GH-2A Sector 16B, Ex. Noida

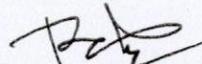
the sum of Rs. (In words) Thirty Thousand only on account of treated sewerage water for construction purpose. as per terms & conditions overleaf.

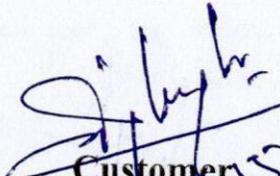
[Quantity of Sewage treated water = 6000 KL@Rs. 5/- /KL = Rs. 30,000/-]]

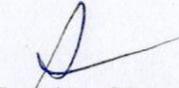
Detail of Deposit

1. D.D. No. - 504723 Date :- 23/9/19
2. Name of Bank - ICICI Bank
3. D.D. Amount 30,000/-

Above mention D.D. received by me


 Divisional Accountant


 Customer
 9582255170


 Authority Signatory
 Noida Authority

White - Customer Copy
 Pink - J.E. Copy
 Green - S.T.P. Copy
 Yellow - Office Copy

New Okhla Industrial Development Authority Noida

Sewage Treatment Plant / Sector 54

Book No. 33

Receipt No. 1912 Dated 17/3/21

Received from M/s. Gulshan Homez Pvt. Ltd.

Project / Plot No. GH-02A Sector 16B, Gr. Noida

the sum of Rs. (In words) Five Thousand only on account of treated sewerage water for construction purpose. as per terms & conditions overleaf.

[Quantity of Sewage treated water = 1000 KL @ Rs. 5/- / KL = Rs. 5000/-

Detail of Deposit

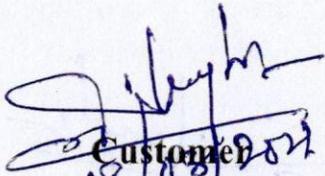
1. D.D. No. - 506027 Date :- 2/2/21

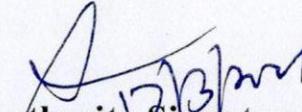
2. Name of Bank - ICICI Bank

3. D.D. Amount 5000/-

Above mention D.D. received by me


 Divisional Accountant


 Customer
 18/8/2021
 0715525170


 Authority Signatory
 Noida Authority

ANNEXURE - R-4

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

Plot No. 01, Sector Knowledge Park-04
Greater Noida City, GB Nagar 201308

Ref No-(Plg.)BP-3102 (C) /2021/ 1700

Dated:- 20/05/2021

To,

M/s GULSHAN HOMZ Pvt. Ltd
121, Hargovind Enclave
Delhi-110092

Sir,/Madam,

I hereby certify that the erection/re erection/alteration /demolition of building on Plot No. GH-02A in Sector-16, Greater Noida completed under the supervision of Technical Person Mr. Deepak Mehta & Associates Architect COA No./87/10840 and building has been inspected by the officers of the Authority and declare that the building confirm in all respects to the requirements of the regulations in respect of Occupancy, Structural safety based upon the structural stability certificate and the completion certificate submitted by the concerned Technical Personnel, hygienic and sanitary conditions inside and the surrounding and is fit for occupation. I have to inform you that **Total Units=746 (Tower-A Unit=106, FAR=10622.442 Sqm, 15% Area=1226.013 Sqm), (Tower-B Unit=76, FAR=5525.786 Sqm, 15% Area=880.813 Sqm), (Tower-C Unit=76, FAR=5525.786 Sqm, 15% Area=880.813 Sqm), (Tower-D Unit=108, FAR=10796.418 Sqm, 15% Area=936.844 Sqm), (Tower-E Unit=114, FAR=11392.326 Sqm, 15% Area=983.280 Sqm), (Tower-F Unit=76, FAR=5749.822 Sqm, 15% Area=905.797 Sqm), (Tower-G Unit=76, FAR=5749.822 Sqm, 15% Area=905.797 Sqm) & (Tower-H Unit=114, FAR=11392.326 Sqm, 15% Area=983.280 Sqm) & (Commercial Shops =988.725 Sqm) Occupancy Certificate is being granted by the Authority with the following conditions.**

1. Before making any changes in the existing building prior permission from the Authority is required.
2. If demanded by the Authority you will be liable to pay charges for the provision of any further facilities/development/improvement.
3. A copy of the drawing shall always be kept at site and shall be made available to any officer of the Authority on demand.
4. You are required to follow the terms and conditions as indicated in lease deed and various NOC issued by different organisations.
5. Gate/s shall open on to the service road only, direct access to main carriage-way shall not be provided.
6. No parking will be done on road and parking shall be used only for purpose of users as designated in the plan.
7. You are required to maintain green outside the plot.

Yours faithfully

Encl: One Set of drawings()
Copy to Mgr (Builder Deppt.) for information and n.a.
Copy to Mgr (Computer Deppt.) for information and n.a.

General Manager (Plg-Arch)

Signature Not Verified

General Manager (Plg-Arch)

Signed by Meena Bhargava GM Planning

19/05/21 15:58:14



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
 PLOT NO1, SECTOR-KNOWLEDGE PARK-IV, GREATER NOIDA CITY,
 GREATER NOIDA, DISTRICT GAUTAM BUDH NAGAR , (U.P.)
 Website: www.greaternoidaauthority.in e-Mail: authority@gnida.in

File No : CC-6090

Date 10/11/2023 05:45 PM

To,

GULSHAN HOMZ PRIVATE LIMITED

121, HARGOVID ENCLAVE, DELHI-110092

Sir / Madam

With reference to your application no. **CC-6090** dated **10-Nov-2023** for grant of Occupancy Certificate for erection/re erection/alteration/demolition of building on Plot No **GH02A Block - 5/13** in **Sector in 16** completed under the supervision of Technical Person or Name **Mr. DEEPAK MEHTA Architect ID:GN00393** and **COA no -COA/87/10840** and building has been inspected by the Assistant Manager of the Planning Department and found that the building conform in all respects to the requirements of the regulations in respect of occupancy certificate . Structural safety based upon the structural stability certificate and the completion certificate submitted by the concerned Technical Personnel. Hence,I have to inform you that Occupancy Certificate is being granted by the Authority with the following conditions:-

1. Before making any changes in the existing building prior permission from the Authority is required.
2. If demanded by the Authority you will be liable to pay charges for the provision of any further facilities/development/improvement.
3. A copy of the drawings shall always be kept at site and shall be made available to any officer of the Authority on demand.
4. You are required to follow the terms and conditions as indicated in lease deed and various NOC issued by different organisations.
5. Gate/s shall open on to the service road only, direct access to main carriage-way shall not be provided.
6. No parking will be done on road and parking shall be used only for purpose of users as designated in the plan.
7. You are required to maintain green outside the plot.
8. The promoter/applicant shall keep the fire net at site as per fire norms.
9. The promoter/ applicant shall keep the provision of solid waste management at site as per norms.

Yours faithfully,

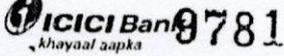
LEENU
SAHGAL
GM(Planning)

Encl :- Copy of one Set drawings(01)

Copy to :- Admin. (Project) for information and N.A.

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

CHALLAN FORM FOR RESIDENTIAL / INDUSTRIAL / COMMERCIAL / BUILDERS / I.T / GROUP HOUSING / CO. OP. VILLAGE ABADI PLOT/FLAT
To be filled in Quadruplicates as annexed



Tel. No. 0781

Date: 15/03/2021

1 NAME OF SCHEME: BRS-04

2 ALLOTMENT NO.: PR0P-BRS/04/2011/333

3 ALLOTMENT NAME: GULSHAN HOM2 PVT LTD

SEHEME CODE: BRS04

PLOT SIZE: 28374.22 sq mts

4 LOCATION : SECTOR: 16 BLOCK: GH-02A PLOT / FLAT NO.: GH-02A

CODE NO.	CODE DESCRIPTION	AMOUNT IN RUPEES
A. 099	WATER CHARGES - ADVANCE	1368012
B.		
C.		
D.		
E.	Total	1368012

(रूपये शब्दों में) Thirteen Lac Sixty Eight Thousand
RS. (in words) Twelve only - GRAND TOTAL

6 TO BE FILLED IN BY THE DEPOSITOR
Bank Draft No. RTGS Dated 15/03/2021 For Rs. 1368012 Drawn on
Bank ICICI Bank Branch)

SIGNATURE OF THE DEPOSITOR

7. TO BE FILLED IN BY THE RECEIVING AUTHORITY & BANK
Received Rs. 025401001300 IN CASH/BANKDRAFT as stated above at risk, cost and responsibility of depositor. In case where the cancellation proceedings have been undertaken, the deposit of above amount will not entitle the depositor to claim any benefit on account of the above deposit made. The right of GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY is reserved to initiate further action as is admissible under the rules and regulations. Any unauthorised remitted are liable to be forfeited by GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY.

Above deposit(s) credited in Greater Noida A/C No. 025401001300

15 MAR 2021

SIGNATURE OF RECEIVING AUTHORITY & BANK SEAL

CODE NO	CODE DESCRIPTION	CODE NO	CODE DESCRIPTION	CODE NO	CODE DESCRIPTION
1	ALLOTMENT MONEY	31	EXCESS AREA AMOUNT (ONE TIME)	60	RAIN WATER HARVESTING
2	INSTALLMENT	32	LEASE RENT - ANNUAL	61	LOCATION CHARGES
3	EXCESS AREA AMOUNT	33	CONVERSION CHARGES	62	REVIVAL CHARGES
4	F.A.R PURCHASABLE	34	LEASE RENT- ONE TIME	63	SALE OF FORMS/BY-LAWS, ETC
5	JOINT NAME PROCESSING FEES	35	SITE VISIT-ONE TIME	64	SALE OR BROUCHURES NEW SCHEMES
6	LATE CONSTRUCTIONS PENALTY	36	TEMPORARY STRUCTURE FEES	65	ABADI PLOT DEVELOPMENT CHARGES
7	LATE FUNCTIONAL PENALTY	38	LATE LEASE PENALTY	66	R.T.I FEE
8	MORTGAGE PERMISSION FEE	39	REGISTRATION MONEY	70	LEASE BACK
11	RENT COMMERCIAL SHOPS/OFFICE & OTHERS	41	TRANSFER CHARGES	71	ADDITIONAL COMPENSATION RECOVERY
12	RESERVATION MONEY	42	TEMPORARY CANOPY CHARGES	72	UNIPOL CHARGES
13	TIME EXTENSION CHARGES	43	B.O.T JAN SUVIDHA	73	VACANT PLOT BOOKING CHARGES
14	PURCHASABLE GROUND COVERAGE	44	COMMUNITY CENTRE BOOKING CHARGES	74	CATTLE SHED CHARGES
15	REVISED LAY OUT FEES	45	GRASS CUTTING CHARGES	75	FOGGING FEES
16	INTEREST ON PREMIUM	46	PARKING CHARGES	81	RECEIPTS FROM HOARDING/ADVERTISEMNT
17	PENAL INTEREST	47	TAXI STAND CHARGES	83	RENT PERMISSION CHARGES
18	SINGAGES CHARGES	50	PLAN PROCESSING FEES	99	WATER USE CHARGES
21	CONSTRUCTION WITHOUT REVALIDATION FEE	51	COMPOUNDING FEE	182	ONE TIME PREMIUM
22	DOCUMENTATION CHARGES	52	REVALIDATION CHARGES	200	TENDERS FORMS SALE
23	DUPLICATE DRAWINGS CHARGES	53	REVISION CHARGES	201	INTEREST ON SAVINGS A/C
24	INCOMPLETE BUILDING CHARGES	54	COMPLETION FEE		
25	INSPECTION CHARGES	55	WATER CONNECTION CHARGES		
26	LAY-OUT CHARGES	56	SEWER CONNECTION CHARGES		
27	MASTER PLAN DOCUMENT CHARGES	58	RAMP CHARGES		
28	PROCESSING FEE	59	MALWA CHARGES		



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

PLOT NO.1, SECTOR-KNOWLEDGE PARK-IV, GREATER NOIDA CITY,
GREATER NOIDA DISTRICT GAUTAM BUDH NAGAR, (U.P.)
Website: www.greaternoidaauthority.in e-Mail: authority@gnida.in

36

BUILDER RESIDENTIAL WATER CHARGES CUM PAYMENT INTIMATION

To,
M/S GULSHAN HOMZ PVT.LTD
FLAT NO. -7, 3RD FLOOR,
PLOT NO.--4, DAYANAND VIHAR,
DELHI-110092, DELHI-110092, DELHI

Ref: GNIDA/BRS04/10
As On Date: 22-Apr-2024 09:33:47 AM
Allotment No.: BRS04/1000011
Plot Size (in SQM): 28374.22
Plot No.: GH-02A
Block: N/A
Block Name: NIL
Sector Name: SECTOR-16
Location: N/A
Interest: 12%
Bill Start Date: 20-May-2021

Plot Size For WaterBill Generation(in SQM):

28374.22

Dues Inst.	Due Amount	Due Date	Outstanding at Due Date	Deposit Inst.	Amount Paid	Deposit Date	Outstanding at Deposit Date
1	12,54,007.70	31/03/2022	-1,76,704.69	1	13,68,012.00	2020-2021	-13,68,012.00
2	16,55,292.00	31/03/2023	14,78,587.31	2	6,25,000.00	2023-2024	9,44,130.64
3	18,20,820.00	31/03/2024	28,11,613.97				
4	20,02,896.00	31/03/2025					

Total		6733015.70	1993012.00	
Outstanding Balance:	₹	28,11,613.97	As On Last Due/Deposit Date	
Interest on Outstanding Balance:	₹	18,641.39	as on 22/4/2024	
Min. Charges for Bill Period 01/04/2024 To 31/3/2025 :	₹	2002896.00		
Kindly Deposit:	₹	48,33,151.36		

NOTE: GNIDA offers 'ONLINE WATER BILL PAYMENT SERVICES'. You can use this facility after applying KYA. KYA form is available on GNIDA website <http://www.greaternoidaauthority.in>

NOTE:

Please ensure to deposit these charges otherwise Authority will take appropriate action to recover the dues. Expenditure on recovery of above will be borne by you.

In case of any discrepancy please contact Water Bill Department.

This is a computer generated report, hence require no signature.

General Condition:

Discount of 5% will be given against payment of water charges if the annual charges is paid before 1st Six month (1st April to 30th Sep.) of the financial year.

Rate of 12% annual interest till 28-MAR-2018 and 11% annual interest will be applied from 29-MAR-2018 on Half-Yearly compounding basis on the amount payable for water charges after 31st March will be chargeable in case of non-payment of the annual water charges after the end of the financial year.

Kindly make payment by using Online Portal.

Your's Sincerely

Manager (Jal)



FIR No. _____ C.No _____
 U/S _____
 P.S. _____
 Distt. _____

IN THE COURT OF Bench-I, National Green Tribunal

Suit/Appeal No. OA - 392/2022 JURISDICTION of 20

In re :-

PRASOON PANT ROY Plaintiff / Apptt/Petitioner/Complainant

VERSUS

UNION OF INDIA

Defendant/Respondent/Accused

KNOWALL to whom these present shall come that I/We M/s Gulshan

Homz Pvt Ltd. (Reg-No-16).

The above named TANAY AYDE, Adv' do hereby appoint

TANAY AYDE, Adv (Enr.No-D-1841/02)

Plot No-828, Sector-5,

Vaishali, Ghaziabad, U.P.

Mo.No-9868332215 email-aydeassociates@gmail.com

(herein after called the advocate/s) to be my/our Advocate in the above-noted case authorise him :-

To act, appear and plead in the above-noted case in this court or in any other Court in which the same may be tried or heard and also in the appellate court including High Court subject to payment of fees separately for each court by me/us.

To sign file, verify and present pleadings, appeals cross-objections or petitions for executions review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subjects to payment of fees for each stage.

To file and take back documents to admit and/or deny the documents of opposite party

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings

To deposit, draw and receive money, cheques, cash and grant receipts hereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint and instruct any other Legal Practitioner authorising him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on our behalf.

And I/we the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purpose.

And I/We undertake that I/We or my/our duly authorised agent would appear in court on all hearings and will inform the Advocate for appearance when the case is called.

And I/We undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the court shall be of the Advocate which he shall receive and retain for himself.

And I/We undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court I/We hereby agree that once the fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHERE OF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this 11th day GULSHAN HOMZ (P) LTD.

Of July 20 24 Accepted subject to the terms of the fees.

Tanay Ayde
 Advocate

Authorized Signatory

Client

I Identify The Signature/Thumb Impression Of Below Mentioned Person,
 Signed In My Presence. The Client.