

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

ORIGINAL APPLICATION NO. 698/2023

IN THE MATTER OF:

Kaushalya Sharma

...APPLICANT

Versus

Mathura Vrindavan Development Authority &Anr.

...RESPONDENTS

**INDEX**

S.NO	PARTICULARS	PAGE NO.
1.	Reply on behalf of Respondent no.2 with Affidavit	
2.	Copy of order dated 10.11.2023- <b>Annexure R/1</b>	
3.	Copy of sale deed and Possession Letter dated 29.08.2014- <b>Annexure R/2</b>	
4.	Copy of complaints dated 19.08.2017, 21.08.2017 etc. – <b>Annexure R/3</b>	
5.	Copy of Letter dated 10.01.2019 – <b>Annexuer R/4</b>	
6.	Copy of letter dated 12.01.2020 written by Paras Pride Rukmani Vihar RWA acknowledging taking over the maintenance by RWA w.e.f 01.01.2019- <b>Annexure R /5</b>	
7.	Copy of letter/order dated 31.03.2022 – <b>Annexure R/6</b>	
8.	Copy of Application dated 04.04.2022 – <b>Annexure R/7</b>	
9.	Reply Affidavit dated 08.08.2023- <b>Annexure R/ 8</b>	
10.	Photographs taken in December 2023 – <b>Annexure R/ 9</b>	
11.	Invoiced pertaining to expenditure incurred on plantation in Group Housing at Rukmani Vihar, Paras Pride Vrindavan – <b>Annexure R/10</b>	

<b>12.</b>	Construction of a park with swings for children and benched for the elderly - <b>Annexure R/11</b>	
<b>13.</b>	Board Resolution of the Paras Realtech Limited	

**RESPONDENT NO. 2**

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

ORIGINAL APPLICATION NO. 698/2023

IN THE MATTER OF:

KaushalyaSharma

...APPLICANT

VERSUS

Mathura Vrindavan Development Authority &Anr.

...RESPONDENTS

**REPLY ON BEHALF OF RESPONDENT NO. 2**

**MOST RESPECTFULLY SHOWETH-**

1. This Hon'ble Tribunal vide order dated 10.11.2023 has issued notice to respondents observing in para no.1 about grievance raised in OA with respect to implementation of order bearing No. - 3348/8-1-10-17 various/03 T.C.-1 dated 05.08.2010 issued by the Housing and Urban Planning Section-1 of Government of Uttar Pradesh with regard to rain water harvesting and plantation of Trees for improving environment in respect of the respondent no. 2-Group Housing Society. Copy of order dated 10.11.2023 is annexed as **ANNEXURE-R/1**.

2. At the outset, it is submitted that adequate plantation has been carried out to maintain green cover and rain water harvesting structures were constructed by the answering respondent. It is note worthy that maintenance of entire society and its services are being maintained by the Resident Welfare Association after handing over of society to RWA in January, 2019.

3. That present OA is not bonafide rather has been filed with malafide intention to settle personal score on behalf of applicant and her husband as explained in succeeding paragraphs.

4. That Sale Deed, Possession Letter etc. were executed in favour of applicant and her husband in 2014. The answering respondent already got rid of all rights and liabilities pertaining to society in question after January, 2019. In such circumstances, present OA is barred by limitation being beyond 6 months period from 2014. Hence, OA is not maintainable and is liable to be dismissed.

5. That answering respondent is a reputed organization engaged in real estate activities, with one of its flagship project, Paras Pride Vrindavan, a group housing scheme launched in the year 2011 under consideration in present OA. The project comprised 8 towers, with a ground floor plus 4 floors each, and a sanctioned plan for six units per tower. The total area, as per the approved map, was 6972.92 sq. meters, adhering to the permissible ground coverage of 45% of the total land. The parking and road provisions were implemented in line with the sanctioned plan, ensuring a balanced and well-planned community.

6. That answering respondent wishes to place on record the relevant dates & Events:

- (i) In 2010, present affordable Group Housing was sanctioned under project 'Rukmani Vihar Awasiya Yojna'.

- (ii) On 29.08.2014, Sale Deed was executed in respect of flat No.ST-08/003 (Sheretha Tower) Ground Floor in favour of applicant and her daughter namely Jyoti Sharma. Physical Possession was given vide Possession Letter dated 29.08.2014. Copy of Sale Deed and Possession Letter dated 29.08.2014 are annexed as **ANNEXURE-R/2**.
- (iii) On 19.08.20217, various complaints received from other flat owners/occupiers against installation of gate in corridor restraining access of other flat owners/occupiers. Copy of some complaints dated 19.08.2017, 21.08.2017 etc. are annexed as **ANNEXURE-R/3**.
- (iv) Considering complaints received against gate installed by applicant and her husband, answering respondent asked them to remove the gate installed in corridor so that free access to all residents in the vicinity can be ensured in case of emergency. This made the applicant and her husband annoyed the answering respondent and started to make false allegations, complaints against the answering respondent.
- (v) In January 2019, Paras Pride Project/Society was handed over to Paras Pride Rukmani Vihar Resident Welfare Association for all purposes including maintenance etc. copy of letter dated 10.01.2019 bearing signature of member of RWA also is annexed herewith as **ANNEXURE-R/4**. Copy of letter dated 12.01.2020 written by Paras Pride Rukmani Vihar Resident Welfare Association acknowledging taking over the maintenance by RWA w.e.f.

01.01.2019 is annexed herewith as **ANNEXURE-R/5**. Thus, since 01.01.2019, answering respondent is not concerned with the project/society in question. The applicants are dragging the answering respondent unnecessarily into the frivolous litigation.

- (vi) The battle over the issue of encroachment by way of illegal door installed in the corridor remained continued. On 31.03.2022, Mathura Vrindavan Development Authority (MVDA) directed the husband of the complainant to remove encroachment from corridor within 7 days. Copy of letter/order dated 31.03.2022 is annexed herewith as **ANNEXURE-R/6**.
- (vii) A Civil Suit bearing no. 202/2018 filed by applicant herein against answering respondent with respect to gate installed by applicant and her husband is also pending before Civil Judge, Sr. Division, Mathura. The applicant has filed an application in that Civil Suit restraining answering respondent to execute letter dated 31.03.2022 issued by MVDA. Copy of application dated 04.04.2022 is annexed herewith as **ANNEXURE-R/7**. Answering respondent has filed its reply affidavit dated 08.08.2023, copy of which is annexed herewith as **ANNEXURE-R/8**.

Thus, there has been a series of litigations that various forms between applicant and answering respondent on the issue of illegal gate installed by applicant and her husband. To pressurize the applicant, present OA has been filed

almost after 9 years from the date of purchase and possession of the flat by the applicant. Out of 287 flat owners, only one individual, Kaushalya Sharma, has raised concerns after a prolonged period of nine years. This appears to be a case of extortion and harassment.

7. That answering respondent took care of plantation as well as rain water harvesting structures at the time of executing Group Housing Scheme. The current photographs taken in December 2023 of the Group Housing in question showing green colour are annexed herewith as **ANNEXURE-R/9**. It is also relevant to place on record the invoices pertaining to expenditure incurred on plantation in Group Housing at Rukmani Vihar, Paras Pride Vrindavan. Copy of some invoices of 2013-2014 are annexed herewith as **ANNEXURE-R/10**.

8. The construction of a park with swings for children and benches for the elderly, funded by the company, exemplifies its commitment to community welfare (**ANNEXURE R/11**).

9. Paras Realtech Limited reiterates its commitment to environmental norms, project compliance, and community welfare. The allegations levied by the Applicant lack merit and appear to be a product of personal vendetta rather than genuine environmental concerns.

10. The Company requests this Honorable Tribunal to dismiss the application and impose costs on the Applicant for the undue burden placed on the respondent.

11. In response to the assertion that the Original Application(OA) has been filed under section 14 of the National Green Tribunal Act 2010, purporting to raise a substantial question related to the environment, Respondent No. 2, Paras Realtech Limited, emphasizes the crucial importance of adhering to the prescribed timelines set forth in section 14(3) of the Act.

- **Section 14(3) in The National Green Tribunal Act, 2010**

“No application for adjudication of dispute under this section shall be entertained by the Tribunal unless it is made within a period of six months from the date on which the cause of action for such dispute first arose: Provided that the Tribunal may, if it is satisfied that the applicant was prevented by sufficient cause from filing the application within the said period, allow it to be filed within a further period not exceeding sixty days.”

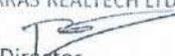
PRAYER

In view of the submissions made herein above, It is most respectfully prayed that this Hon'ble Tribunal may graciously be pleased to dismiss the original application with cost.

Through

Respondent NO.2

For PARAS REALTECH LTD.

  
Director

Director

Date:

Place:

BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI.

IN

O.A. NO.698/2023

IN THE MATTER OF -

Kaushalya Sharma

...Applicant

VERSUS

Mathura Vrindavan Development Authority &Anr.

.. Respondents

AFFIDAVIT

I, Praveen Tayal Managing Director of M/s. Paras Realtech Limited, at D-152, Surajmal Vihar, Main Road (Near Yamuna Sports Complex, Gate No.01), Delhi110092(Email: [prigroupdelhi@gmail.com](mailto:prigroupdelhi@gmail.com) & Mob.No 9818745017), do hereby solemnly affirm and declare as under:-

1. That I am the respondent No.2 in the above noted case therefore I am fully conversant with the facts of the case I am competent to sign and swear this affidavit.

That the accompanying reply has been drafted by my counsel and the same has been read over and explain to me and I say and declare that the same are true and correct.



3. That the contents of accompanying reply be read as part and parcel of this affidavit as the same are not repeated herein for the same of brevity.

For PARAS REALTECH LTD.

*[Signature]*  
DEPONENT Director

**VERIFICATION :-**

Verified at Delhi on this 08 DEC 2023 day of 2023 that the contents of my above affidavit are true and correct to my knowledge and nothing material has been concealed there from.

For PARAS REALTECH LTD.

*[Signature]*  
Director

DEPONENT



**CERTIFIED THAT THE DEPONENT**  
Shri. Praveen Targad  
is the Director  
of PARAS REALTECH LTD.  
on 08 DEC 2023 at Delhi  
that the contents of the affidavit have  
been read & verified to be true and  
correct to his knowledge.

*[Signature]*  
Notary Public Govt. of India

- 9 DEC 2023

Item No.1

(Court No. 2)

**BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI.**

(Through Physical Hearing with Hybrid VC Option)

Original Application No. 698/2023

Kaushalya Sharma

...Applicant

Versus

Mathura Vrindavan Development Authority &amp; Anr.

...Respondents

Date of hearing: 10.11.2023

**CORAM: HON'BLE MR. JUSTICE ARUN KUMAR TYAGI, JUDICIAL MEMBER.  
HON'BLE DR. AFROZ AHMAD, EXPERT MEMBER.**

Applicant: Mr. Shailendra Bhardwaj Advocate for Applicant  
(Through VC)

**Application has been filed under the provisions of the National Green  
Tribunal Act, 2010.**

**ORDER**

1. Smt Kaushalya Sharma has filed this application under the provisions of the National Green Tribunal Act, 2010 seeking implementation of order bearing No. - 3348/8-1-10-17 various/03 T.C.-1 dated 05.08.2010 issued by the Housing and Urban Planning Section-I of Government of Uttar Pradesh with regard to rain water harvesting and plantation of Trees for improving environment in respect of the respondent no. 2-Group Housing Society.

2. *Prima facie*, the averments made in the application raise questions relating to environment arising out of the implementation of the enactments specified in Schedule I to the National Green Tribunal Act, 2010.

O. A. No. 698/2023

Kaushalya Sharma Vs. Mathura Virindavan  
Development Authority & Anr.  
-2-

3. Notices alongwith copies of the application and documents attached therewith be issued to respondents requiring them to file their reply/response to the allegations made in the application within two months by email at [judicial-ngt@gov.in](mailto:judicial-ngt@gov.in) preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF.
4. In view of the averments made in the application, we also consider it appropriate that a Joint Committee be constituted to verify the factual position and suggest appropriate remedial action. Accordingly, we constitute a Joint Committee comprising of representatives of CPCB, State PCB and District Magistrate, Mathura and direct the same to meet within two weeks, undertake visits to the site, look into the grievances of the applicant, associate the applicant and representative of the concerned project proponent, verify the factual position and suggest appropriate remedial action. The State PCB will be the nodal agency for coordination and compliance.
5. Factual and Action taken Report may be submitted within two months by e-mail at [judicial-ngt@gov.in](mailto:judicial-ngt@gov.in) preferably in the form of searchable PDF/OCR Supported PDF and not in the form of Image PDF.
6. List for further consideration on 02.02.2024.
7. A copy of this order, along with a copy of the application and documents attached with the same, be forwarded to CPCB, State PCB and District Magistrate, Mathura by e-mail for requisite compliance.

Arun Kumar Tyagi, JM

Dr. Afroz Ahmad, EM

November 10<sup>th</sup>, 2023  
AG



उत्तर प्रदेश UTTAR PRADESH

PHYSICAL POSSESSION LETTER

To.

The Managing Director,  
Paras Realtech Limited,  
Cross River Mall- CBD,  
Shahdra,  
Delhi - 110032.

SUB:- TAKING OVER THE PEACEFUL AND PHYSICAL POSSESSION OF FLAT/ UNIT  
NO. ST-08/003 IN PARAS PRIDE, Rupamohi, VRINDAVAN, MATHURA, UTTAR  
PRADESH.

Dear Sir,

This is to certify and state that I Mr / Mrs Dr. Jyoti Sharma S/o/ W/o Kaushalya Sharma  
R/o M-6 GK-2, Delhi 110048 have taken over the peaceful physical possession of the Flat No  
ST-08/003 measuring 1000 Sq.ft. (Super Area) in Phase 1 tower in project name  
"PARAS PRIDE" at Plot No. G11-06, which after the booking was allotted to me,  
fully furnished conditions to which I am satisfied. &

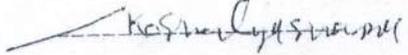
I further agree, undertake and declare that:

Kaushalya Sharma

- a) That I acknowledge, that I have take the peaceful physical possession of the Flat/Unit after being satisfied with the facilities provided in the said Flat/Unit, which are as per the specifications provided in the Builder Buyer Agreement, Sale Broacher and up to the mark as agreed by me.
- b) That I declare that I have take the peaceful physical possession of the said Flat/ Unit after due inspection and satisfaction, and now I shall have no claim whatsoever against the Developer/ Seller in-respect of the aforesaid Flat/Unit.
- c) That the allotted Flat/ Unit shall be used for the residential purpose only.
- d) That after taking the peaceful physical possession of the aforesaid Flat/ Unit . I shall be liable to pay all taxes, levies, charges of whatsoever nature, imposed on the aforesaid Flat/ Unit by Central Govt./State Govt./Local Authority (s) or any other Agency (s). I shall further be liable to pay all amount / dues of maintenance charges regularly , as imposed by the Developer/ Seller or the Maintenance Agency or the Nominee as appointed by the Developer.
- e) That no changes, addition, or alteration shall be made, which alters the external and the elevation of the building/ tower. No changes of any nature inside the flat/ unit shall be carried out without any prior written approval of the Developer.
- f) That after taking the peaceful physical possession of the said Flat/ Unit, I shall pay the water and electricity charges as and when due and payable on the bases of the bills raised. In case of disconnection of the said facility (s) due to the default I shall be solely responsible.
- g) That Buyer to pay CAM charges from the date of signing the physical possession letter.
- h) That the Buyer do the registry within Seven days after taking and signing the physical possession letter and Buyer if don't do the same then afterwards he is liable to pay Charges @ Rs. 5 per sq. ft per month till execution of registry.
- i) That, I agree and undertake to execute the Maintenance Agreement before the execution of the Sale Deed, the terms of which have already been agreed too and I shall abide by the same

Place Windavan

Dated 29/8/14

  
(Buyer)

**Transport Department Government of Delhi**  
 Licence to Drive Motor Vehicle Through

Licence No. : D  
 Name :  
 S/W/D :

Issue Date : 23/11/2012  
 Validity : 15/03/2023  
 Inv Carr No : NA

(Holder's Signature)

Issuing Authority (SZ)

*Kesnavy Sharma*

80897957 Form-7



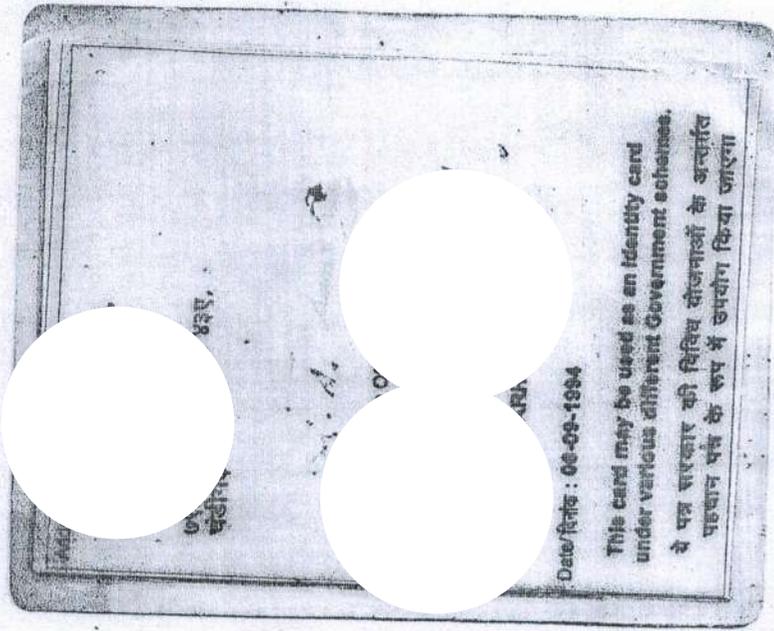
सत्यमेव जयते

**DRIVING LICENCE**

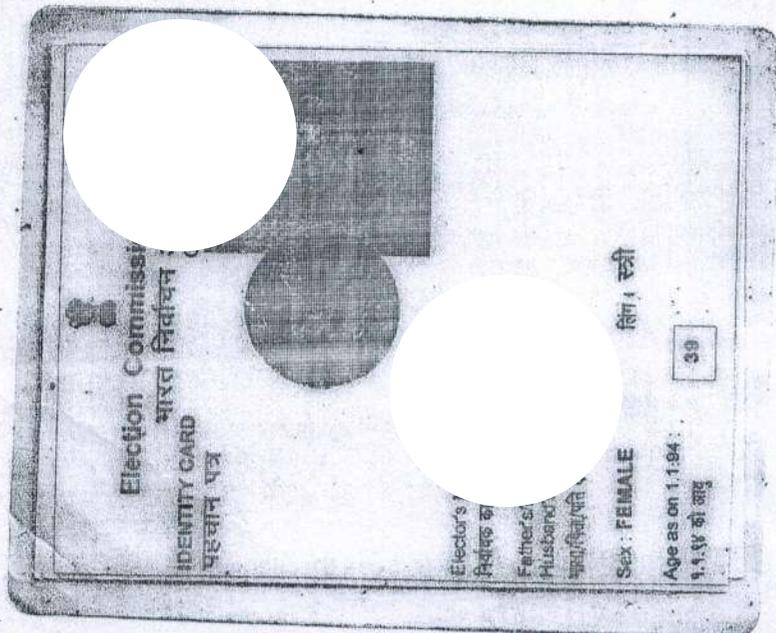
Driving Licence particulars not to be used as Residence Proof

my delhi  
  
 Care

Drive only if you must, use public transport



Kegualahan snerma





उत्तर प्रदेश UTTAR PRADESH

43AC 553356

I Dr. Jyoti Sharma received my original  
 registry documents on behalf of my Unit/flat  
 ST-00/023 in Pooas side Parkmore, Vihar  
 Vindavan at 09/09/14

Received by

Jyoti Sharma  
 09/09/14



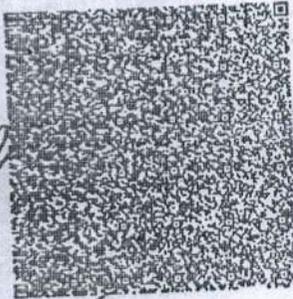
# INDIA NON JUDICIAL Government of Uttar Pradesh



सत्यमेव जयते

## e-Stamp

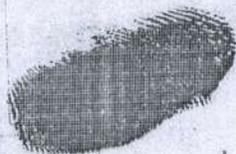
Certificate No.	: IN-UP0057062504477M
Certificate Issued Date	: 29-Aug-2014 03:28 PM
Account Reference	: SHCIL (FI)/ upshcil01/ MATHURA/UP-MTH
Unique Doc. Reference	: SUBIN-UPUPSHCIL0100692890141274M
Purchased by	: MRS KOSHALYA SHARMA AND DR JYOTI SHARMA
Description of Document	: Article 23 Conveyance
Property Description	: PARAS PRIDE.SUNRAKH BANGAR VRINDAVAN MATHURA
Consideration Price (Rs.)	: 21,19,000 (Twenty One Lakh Ninteen Thousand only)
First Party	: PARAS REALTECH LTD
Second Party	: MRS KOSHALYA SHARMA AND DR JYOTI SHARMA
Stamp Duty Paid By	: MRS KOSHALYA SHARMA AND DR JYOTI SHARMA
Stamp Duty Amount(Rs.)	: 1,81,000 (One Lakh Eighty One Thousand only)



22562

126440  
54560

10000  
HP  
11/11/2014



Please write or type below this line



T. Jyoti Sharma



YL 0000019382

Koshalya Sharma

### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.shcil.gov.in](http://www.shcil.gov.in) available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.



SALE DEED FLAT.

1. Type of Property Residential Flat No. ST-08/003 (SHERESTA TOWER) GROUND FLOOR (Multistoried)
2. Ward Tehsil, Mathura
3. Mohalla/Village. "PARAS PRIDE" Sunrakh Banger, Vrindavan Teh. & Distt. Mathura
4. Built-Up Area. 100.33 Sq. Mtr.
5. Road Situation (As per Annexure). Complex Road.
6. Consideration Rs. 21,19,000/-
7. Government Value. 27,28,000/- ✓
8. Stamp Paid for Rs. 1,81,000/- e-stamp no. IN-UP00579662504477M dated 29/08/2014 (e-stamp is attached this document)
9. 1. Government Rate for flat - GROUND FLOOR Apartment
  - a. Value of proportionate area of land -  
total covered land in concerned high-rise apartment • covered area of flat/total of covered 6997.9 X  
100.33/ 16208.9 = 43.32 sq Meter • land Rate 14500/- per sq. mtr = 43.32 • 14500/- = 628140/-
  - b. Value of covered area of flat = 16000 • 100.33 = 1605280/-
  - c. Total value of flat = (value of proportionate area of land + value of covered area of flat ) • percentage of common facilities i.e 11% (628140 + 1605280/-) = 2233420/- + 245676/- = Rs. 2479096/- +10% (G.F.) Rs. 247910/- = 2727006/- thus Govt. value for Rs. 27,28,000/-
  - d. Land Rate, 14,500/- per Sq. mtr Page No. Serial No. 376 B-Code -0267, covered Rs. 16,000/-
- 10-Sub Registrar Ind Mathura.

THIS DEED OF SALE is made and Executed on this the 29<sup>th</sup> day of August, 2014 by and between.-

Details of Vendor/Seller, (1)

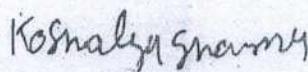
Name : Paras Realtech Limited, a company duly incorporated under the Provisions of the Companies Act, 1956 having its registered office at G-30-31, THIRD FLOOR, Cross River Mall, CBD, Shahdara, Delhi-110032 Mathura, through its Authorized Signatory Mr. Mahfuz Ansari S/o Shri Zahur Ansari R/o A-70, Sitapuri-I, Pankha Road,, New Delhi - 110045, as per resolution dated 15/01/2014, authorized for execution of this sale deed vide company resolution dated 15/01/2014 (hereinafter referred to as the Developer Which expression shall unless repugnant to the context of contrary to the meaning thereof shag include it administrators, executors, successors and assigns) of the FIRST PART called Vendor.

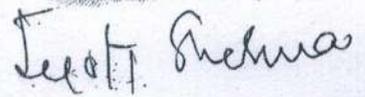
Details of Vendee/Purchaser, (2)

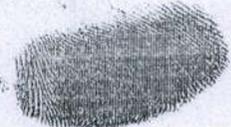
Name : MRS. KOSHALYA SHARMA W/o DR. PAWAN SHARMA & DR. JYOTI SHARMA D/o DR. PAWAN SHARMA both R/o H.NO-793, SECT.-43A, CHANDIGARH.

PAN No.-CUKPS4459P/APPP3942H









The Vendor is the absolute owner, possessor and in peaceful enjoyment of land forming a part of Plot No. G.H.-06 situated at PARAS PRIDE Situated at Sunrakh Banger, Vrindavan Teh. & Distt. Mathura. M/S Paras Realtech Limited, has purchased the total project land from M.V.D.A. Mathura through registered sale deed dated 26/07/2013 Registered at the office of Sub Registrar Mathura Book No. 1 Zild No.5912 Serial No. 10035/10036 dated 26/07/2013. The name Paras Realtech Limited, vide certificate in this regard has been issued by Deputy Registrar of Companies under Section 23 (1) of the Companies Act, 1956 on 03/03/2009.

b. That the vendor is developing multi-story project under the name & style PARAS PRIDE after obtaining all the relevant sanctions, approvals, permissions etc. The vendor initiated the process of development of the Residential project popularly known as PARAS PRIDE (hereinafter referred to as the "Said Project") as per approved layout from the Competent Authority i.e. Mathura-Vrindavan Development Authority (M.V.D.A) and as a part of the said Residential project, constructed the Group Housing Project as per the approved Building Plans in respect thereof by the M.V.D.A.

c. The Vendee(s) has/have applied for and agreed to purchase from the vendor a residential Flat on the terms and conditions contained in the concerned booking form and Allotment Letter. The Vendor has agreed to sell to the Vendee(s) the residential Flat bearing No. ST-08/003 situated on GROUND FLOOR admeasuring Super Area 100.33Sq. mtr equal to 1080 Sq. feet or Built-Up Area. 100.33Sq. Mtr. in the said Project (hereinafter referred to as the "said Unit") along with proportionate undivided interest in the common areas and facilities in the building and in the land underneath the building.

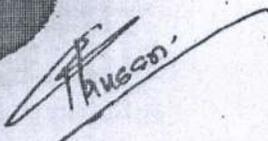
d. The Vendee(s) after having satisfied himself/themselves/itself with the facts aforesaid and having inspected the relevant-record relating to title of the said Land and various approvals, has agreed to purchase the said Unit for the consideration and terms stipulated in this Sale Deed and on the specific assurance that the Vendor is fully competent to sell the said Unit in the said Project.

e. The Vendor and the Vendee(s) pursuant to the aforesaid are desirous of executing this Sale Deed of the said Unit in favour of the Vendee(s).

NOW THEREFORE THIS SALE / SALE DEED WITNESSETH AS FOLLOWS.

1. Consideration & Property Description

a. That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration for a sum of Rs. 21,19,000/- (Rupees Twenty one lacks nineteen thousand Only) already paid by the Vendee(s) to the Vendor before registry the receipt whereof the Vendor do hereby admit and acknowledge. The Vendor do hereby sell, transfer, convey, assure and assign unto the Vendee(s), the said Unit in the said Project named "PARAS PRIDE" situated at Sunrakh Banger Vrindavan, Mathura, UP. along with proportionate, undivided, impartibly share only in the land underneath the

  
  
 Thakur

  
 Koshadevi Sharma  
  
 Jyoti Sharma

- facilities including all ways, paths, passages, ~~and~~  
to Have, Hold and Enjoy the same unto the Vendee(s), absolutely and forever.
- b. The Vendor hereby confirms and acknowledges the receipt of the total sale consideration in respect of the said Unit, paid by the Vendee(s) to the Vendor and that there is nothing due from the Vendee(s) towards the Sale consideration in respect of the said Unit and the Vendor do hereby acquits, releases and discharges the Vendee(s) in respect of the same.
- c. That the super area of the said Unit includes covered area of the said unit plus proportionate area under the corridors, passages, staircase, electric sub-station, projections, architectural features, lift wells, lift rooms, mummy, circulation areas, refuge areas, overhead and underground tanks, boundary walls and area under the recreation and other facilities etc. The Built-up of the said Unit includes end's carpet area, areas under internal circulation, internal and external walls, areas under balconies, shafts, cupboards.
- d. That the parking space, if allotted, shall not be treated as an independent entity nor can the same be alienated independently of the said Unit as the Vendee(s) have been given only exclusive right of use of the same.
- e. That vacant and physical possession of the said Unit has been handed over by the Vendor to the Vendee(s) herein at the time of execution of this Deed of Sale, and the Vendee(s) acknowledges having taken over the possession of the same to the Vendee(s)'s complete satisfaction and the Vendee(s) agree/s that the Vendee(s) shall have no claim whatsoever against the Vendor with regard to any defects or deficiency in construction, quality of materials used or on account of an delays etc.

## 2. Common Areas

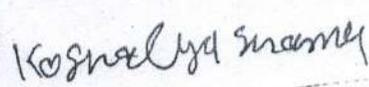
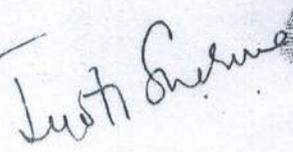
- a. That all the common areas and facilities shall remain under the control of the Vendor who will be responsible to maintain and upkeep the said spaces, sites etc. until the same are transferred /assigned to any other body or association for maintenance.
- b. Save & except in respect of the said limit hereby agreed to be sold to the Vendee(s), the Vendee(s) shall have no claim, right, title or interest of any nature on any common area, such as lobbies, staircase, lifts, corridors, terraces and roof, etc. which shall remain the property of the Vendor whose responsibility will be to maintain and upkeep the said spaces site, either on its own or through a maintenance agency at the cost and expenses of the Vendee(s) until such time the same or any part thereof is specifically transferred in any manner to any other agency, association etc.

## 3. Levis, Taxes & Liabilities

- a. That the Vendee(s) has/have agreed to additionally pay to the Vendor, on demand, any increase in the Internal Development Charges and/or other charges, rates, taxes, compensations, cess etc., if any, levied

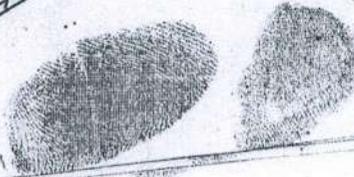


Local authorities and/or any other competent authority shall be paid by the Vendee(s) in proportion to the Super area of his/her unit to the total super area of the premises as determined by the Vendor. If such External Development Charges and/or other charges, rates, taxes, compensations, cess etc. if any, levied, are increased/demanded (including with retrospective effect) by Government, local Authorities and/or any other competent Authorities after execution of this Sale Deed, then the Vendee(s) undertake to pay such charges directly to the Government Agency or concerned Department or to the Vendor as may be called for immediately on demand. In the event of such charges remaining unpaid the Vendee(s) shall be responsible for the consequences of such non-payment and further agrees that the Vendor shall have the unfettered right to resume the said Unit and the Vendee(s) shall have no right title and interest left in the said Unit thereafter. The Vendee(s) further agree(s) that he/she would not be competent to challenge such action of resumption of the said unit by the Vendor due to default of non-payment of such enhanced External Development Charges etc on the part of the Vendee(s). It is specifically made clear and it is agreed by and between the parties that all the obligations of time Vendee(s) relating to and/or concerning the External Development Charges etc., as aforesaid shall survive the Sale of title of the said Unit in favour of the Vendee(s) and the Vendor shall have first charge lien on the said unit in respect of any such non-payment of Charges and/or such short all increases as the case may be.

- b. That at present the fire safety measures in the common areas of the said building Project have been provided where ever required as per the existing fire safety code regulations and charges there for are included in the sale consideration of the said Unit. If, however, due to any subsequent legislation(s), Government Regulations, Orders or/ and Directives etc., the Vendor is required to undertake / install any further fire safety measures, the additional cost in respect thereof shall also be payable on demand by the Vendee(s) to the Vendor, proportionate to the area of the said Unit.
- c. That the Vendee(s) shall be liable to pay property tax and all rates, taxes, charges, assessments, levies and cess etc. by whatever name called, assessed or imposed by municipal or other authorities whether levied retrospectively, now or in future in respect of the said unit irrespective of the fact that the Vendee(s) has/have not been enjoying the benefit of the said unit. Till the said Unit is individually assessed to property tax or any other charges including cess etc. as aforesaid by the authorities, the vendee(s) shall be liable to pay to the Vendor on demand, such taxes charges cess etc. whether levied now or in future on the land; buildings of the said Scheme, proportionate to the area of the said Unit.
- d. That all costs of stamp duty, registration fee and other miscellaneous incidental expenses on the execution and registration of this Sale Deed has been borne and paid by the Vendee(s). Any deficiency the stamp duty as may be determined by the Sub-Registrar Concerned Authorities along with consequent penalties deficiencies as may be levied in respect of the said unit conveyed by this Deed shall be borne by the Vendee(s) exclusively and the Vendor shall not be responsible for the same in manner, whatsoever.

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- f. The Vendee(s) shall not involve the Vendor, by his conduct or otherwise, directly or indirectly in any type of litigation with any other party otherwise it shall be liable to pay all the cost and expenses of the litigation which may have to be borne by the Vendor, and it will be treated as dues recoverable against the said Unit.

#### 4. Vendor's Rights & Duties

- a. That the Vendor will indemnify and keep indemnified the Vendee(s) from and against all demands, claims, losses that may be suffered by the Vendee(s) arising on account of any defect in the title of the Vendor to the said Unit.
- b. That except for the said Unit herein agreed to be sold and the necessary easmentary rights pertaining thereto, all the residuary rights in the building and the said Project shall continue to vest in the Vendor till such time as the same are not allotted, sold or otherwise transferred to any particular Association of Owners in the Scheme/ Complex as recognized by the vendor or handed over to any Municipal Government Authorities or the Association of Apartment Owners constituted under the relevant law recognized by the Vendor, as may be required.
- c. That the Vendor hereby assures the Vendee(s) that they have absolute title with all rights, full powers and absolute authorities to grant, convey, transfer, assign and assure the said unit hereby conveyed, transferred, assigned and assured unto the Vendee(s) absolutely and that the said Unit is free from encumbrances, charges, etc.
- d. That the Vendee(s) has have satisfied himself/herself/themselves with regard to the above and make an' further requisition or objection whatsoever.

#### 5. Vendee(s)'s Rights & Duties

- a. That the Vendee(s) agrees to abide by all Laws, Bye-laws, Rules and Regulations applicable to the project and shall be responsible / liable for all defaults, violations or breaches thereof.
- b. That the Vendee(s) shall not use the said Unit or permit/ allow the same to be used for purposes other than residential, or for any purpose which may or is/are likely to cause nuisance or annoyance to the occupiers of other Unit or for any illegal or immoral purposes and shall not allow anything to be done in or about the said Unit which may tend to cause damage to any part of the building or any floor below, above or in any manner interfere with the use thereof of the said Unit or the amenities available for common use.

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Agencies etc. for city level special infrastructure project. Further the Vendee(s) shall be bound by the terms and conditions as laid down/revised by the Government of Uttar Pradesh, from time to time, in respect of its Policy relating to development of Integrated Township as made applicable to the said Project even with retrospective effect and shall abide by imposition/payment of any kind of tax/levy/octroi /charges/cess etc. that may be imposed or demanded directly in respect thereof, by the concerned Central State Government or through its agency instrumentality with respect to the said Project and or any construction therein being part of the said Project.

- d. that the Vendee(s) shall keep the said Unit in good repair at all times and shall not make any additions alterations in the said Unit without permission from the Vendor and, or concerned authorities nor shall demolish any walls including load bearing walls or cause damage to or nuisance in the said Unit or the said Scheme complex in any manner as may affect the safety of the structure of the buildings or of any installations. The Vendee(s) shall be liable for any losses, damages as may be caused on account of breaches.
- e. That the Vendee(s) shall not put up any name plate, sign board, neon sign, publicity or advertisement material, hoardings, hanging of clothes, etc. in the common areas as well as outer façade of the Building and shall not change the color of the outer walls or painting of exterior side of the doors and windows etc. or carry out any change in the exterior elevation of design with a view to maintain uniform aesthetics.
- f. That all roof right of the top floor shall exclusively vest with the Vendor who has unfettered right to enter upon the terrace through its Agents for purposes of maintenance, repairs, replacements etc. of the Building, structure and various installation & common facilities thereon. However the entire area of the terrace shall be open to all the owners / occupants of other Unit in the building only in cases of emergencies like fire etc. and shall be further subject to provisions of the local laws.
- g. That the Vendor shall if permitted by law, be exclusively entitled to give on lease or hire any part of the top roof/terraces above the top floor, (excluding exclusive terraces allotted, if any, specifically by the Vendor in the said Project) for installation and operation of antenna, satellite dish communication towers, etc.

That the Vendee(s) shall be entitled to get the said Unit transferred and mutated in its own name in the revenue records or of any other concerned Authorities on the basis of this Sale Deed as true copy without any further act or consent of the Vendor.

That if the Vendees transfer/s the said Unit to a third party then the Vendee(s) shall have to obtain NOC from the Vendor and that such subsequent transferee shall be bound by

- j. That the Vendee(s) undertake/s to follow, observe and perform all the internal GUIDE LINES as may be made applicable by the Vendor or the Maintenance Agency or the Association from time to time.
- k. That all terms and conditions of the Buyer's Agreement in respect of the said Unit shall be deemed to have been incorporated in this Deed save and except those of the there in and conditions of the Buyers Agreement which are at variance with the terms and conditions contained in this Deed in which case same terms and conditions contained herein shall prevail.
- l. That the Vendee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or waste material, any where save and except at areas places specifically earmarked for the purposes in the said Project.
- m. That the vendee(s) shall not store in the said Unit any goods which may be combustible/ hazardous to health and obnoxious in nature.
- n. In case, the said Unit is not used and occupied by the Vendee(s) himself then he shall ensure that all obligations/liabilities and responsibilities devolving upon him/ it under this deed are complied with by the occupier and the same are made equally binding on the occupier of the whole or any part of the said Unit in the same way as they are binding on the Vendee(s) and these conditions shall form part and parcel of the terms and conditions of the agreement with the occupier. Even in case the Vendee(s) fails to impose these conditions on the occupier and, or occupier fails to adhere to such conditions, the Vendee(s) shall be liable for such violations. However, the Vendor/ Maintenance Agency reserve its rights to seek remedial measures against both Vendee(s)/ occupier of the said unit jointly & severally, as the case may be.
- o. If any provision of existing or future law is made applicable on the said Project and any additional provisioning like that of pollution control devices, effluent treatment plant or any other thing under the law of pollution control or any other provision and any other law order is required to be made, then the cost of such additional provisioning shall be proportionately shared by the unit Vendee and ~~paid as~~ and when demanded by the Vendor Company, within specified time.
- p. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the said Unit, it is made clear that it is on the covered area of the said unit to which the Vendee(s) shall have the exclusive right and the inclusion of the common areas in the computation does not confer any exclusive title thereon to the Vendee(s).
- q. That the Vendee(s) shall have no specific right in the said land under the building excepting to the ~~limited~~ unidentified rights in land proportionate to the super area of the said unit herein.

*J. B. S. S. S.*

r. That the Vendee(s) agree/s that in case further construction on any portion of the said land or building or on the terrace becomes permissible, the Vendor shall have the exclusive right to take up or complete such further construction as belonging to the Vendor notwithstanding the designation and allotment of any Common Areas as Limited Common Areas or otherwise. It is agreed that in such a situation or with a view to complying with the provisions of the local laws, the proportionate share of the Vendee(s) in the Common Areas and Facilities, the Limited Common Areas and Facilities and in the land underneath the building shall stand varied accordingly, without any claims from the Vendee(s). The Vendor shall be entitled to connect the electric, water, sanitary, power backup and drainage fittings on the additional structure(s)/ storey(s) with the existing such facilities/ installations.

s. The Vendee(s) shall not involve the Vendor, by his conduct or otherwise, directly or indirectly in any type of litigation with any their party otherwise it shall be liable to pay all the cost and expenses of the litigation which may have to be borne by the Vendor, and it will be treated as dues recoverable against the said Unit.

#### 6. Maintenance

a. That the Vendor and/or its nominee, Maintenance Agency / Society shall look after the maintenance and upkeep of the common areas and facilities in the Project and the Vendee(s) hereby agree/s to pay maintenance charges, interest free maintenance security, contribution towards sinking/ replacement fund as may be demanded by the Vendor or the Maintenance Agency. The Vendor or the Maintenance Agency / society shall be entitled to withdraw itself from maintenance activities on notice to Unit owners in the said Project and to hand over the same to any authorities or a body Association of the Unit Owners as recognized by the Vendors in terms of the local laws, as may be applicable.

b. That the Vendee(s) shall be under obligation and bound to execute a separate Maintenance Agreement with the Vendor and/ or the Maintenance Agency/society, if not already executed, with regard to terms and conditions of maintenance of the said Project and shall be bound by the rules & regulations of the Maintenance Agency/ Society. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said Project, the charges payable by the Vendee(s) in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the Maintenance Agency/ society, for ~~unrelated payments thereof~~

c. That the Vendee(s) shall permit the representatives of the Vendor and or of the Maintenance Agency ~~periodically from time to time~~ and at all reasonable times to enter into upon the said Unit in order to inspect ~~the same~~ and to carry out necessary repairs replacements etc

~~the Vendor's and the Maintenance Agency / society rights of unrestricted usage of a~~  
~~and parking spaces for providing necessary maintenance services, t~~  
~~of the Maintenance Agency / society to enter into the said Unit~~

any part thereof after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Unit or the defects in any other Unit above or below the said Unit. Any refusal of the Vendee(s) to give such right to entry will be deemed to be a violation of the terms & conditions of this Sale Deed as well as the Maintenance Agreement and the Vendor shall be entitled to take such actions as it may deem fit.

- e. That the Vendee(s) before transferring his Interest in the said Unit shall obtain "No Dues Certificates" from the Maintenance Agency / society. The transferees of the Vendee(s)'s interest in the said Unit shall always be bound by the provisions of the Maintenance Agreement executed by the Vendee(s).
- f. That to safeguard the interest of the owners, occupants of Units in the said Project, the entry of outsiders to the building complex/said Project may be regulated by the Maintenance Agency by engaging certain security personnel. The provision of such security services would not create any liability of any kind upon the Vendor/ Maintenance Agency for any thefts, mishap resulting at the hands of any miscreants.
- g. That vendee and all other flat owners under the said project PARAS PRIDE are duty bound jointly or severally to get insured the purchased property & for the same requisite premium amount shall be paid by the Vendee and other flat owners as and when required to be paid periodically in future. In case of default of this clause Vendee and other flat owner shall be personally responsible for the loss and payment of dues with interest.
- h. That whenever the title of the said Unit is transferred in any manner whatsoever, the transferor and transferee shall within 30 days of transfer give notice of such transfer in writing to the concerned Authorities, the Vendor and the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before affecting the transfer of the said Unit failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Unit.
- i. In the event of death of the Vendee(s) the person on whom the rights of deceased devolve shall, within 30 days of devolution give notice of such devolution to the Authorities, Vendor and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency. Authorities and/or any other Government Agency.
- j. The transferee or the person, on whom the title devolves as the case may be, shall supply to the Authorities, Vendor and the Maintenance Agency certified copies of document(s) evidencing such transfer or devolution.

#### 7. OTHERS

- a. That the said Land under the said Project includes parcels earmarked for certain facilities like shops, recreation club etc. and the buildings constructed/ to be constructed thereon and therefore. The Vendee(s) shall have no claim to such parcels of said land in the said Project and /or the buildings

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thereon and these are not within the scope or purview of this Sale Deed. However, it is specially clarified that the ownership of the club, its equipments, buildings and constructions together with the rights in the land underneath shall continue to vest with the company) at all times irrespective of whether its management is done by the company and/or its nominee appointed for this purpose. The Allottee shall be entitled to avail the club facilities/services as per the rules and regulations of the Club.

- b. That if any of the provisions of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to applicable law and the remaining provisions others Sale Deed shall remain valid and enforceable in accordance the their terms.
- c. That at any time, with respect to the building and/or the Project in which the said unit is located, the Vendor being owner of the building, Project and being Grantor, may submit the said property to provisions of concerned Act, rules and regulations there under. The Vendee(s) expressly agree/s and assure/s the Vendor that the uniform computed value of the said apartment, as may be specified by the Vendor at their sole discretion in accordance with the Act, rules and regulations therefore only shall be conclusive and binding on the Vendee(s) and shall not vary and or fluctuate any point of time in future due to any subsequent sale transaction, taxation or otherwise.
- d. That the said Project shall always be known as "PARAS PRIDE" and the said name shall never be changed by Vendee(s) and or jointly by the Vendee(s) and owners of the other Units in the said Project or any Residents Welfare Association as recognized by the Vendor that may be formed at any subsequent time.
- e. That in case there are joint Vendee(s), all communications shall be sent by the Vendor to the Vendee(s) whose name appears first and the communications sent to the Vendee(s) on the given address shall for all purpose be considered as served on all the Vendee(s) and no separate communication shall be necessary to the other named Vendee(s). That for the purpose of the communications with the Vendee(s) relating to said Unit, the address of the Vendee(s) stands amended in the records of the Vendor and the nominated Maintenance Agency from the date of execution of this Sale Deed and all Communications henceforth shall be sent on changed address of the Vendee(s) as per this Deed. If the Vendee(s) fail/s to receive any such communications, it shall be responsibility of the Vendee(s) to get into touch with the Vendor Maintenance Agency regarding such communication.
- f. That failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a WAIVER of any provisions or of the right thereafter to enforce each and every

PROVISION

of plural expressions shall be understood to refer to the context and text of the

any particular clause of this Deed and the same shall be read and construed accordingly as the context demands.

h. That all the Annexure and the Schedule of this Deed shall form part and parcel of this Deed.

SECHDULE OF PROPERTY

The Residential said Unit bearing No. ST-08/003 on GROUND FLOOR situated at PARAS PRIDE Situated at RUKMANI VIHAR Vrindavan Teh. & Distt. Mathura having total Super area measuring 100.33Sq. mtr equal to 1080 Sq. feet or Built-Up Area. 100.33Sq. Mtr. Consist Two Bed Room attached Toilet, One living Room, One Balcony & Kitchen, marked in red in the plan enclosed and bounded as under.

East . Gate & Corridor  
West . Open to Sky  
North . Open to Sky  
South . Lift & Lobby

IN WITNESS WHEREOF THE VENDOR HAS EXECUTED THIS DEED ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

Dated . 29/08/2014

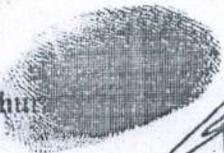
Type by . K. K. Sharma, Mathura

Draft by . R. K. Pathak Advocate Sub Registrar Office, Mathura

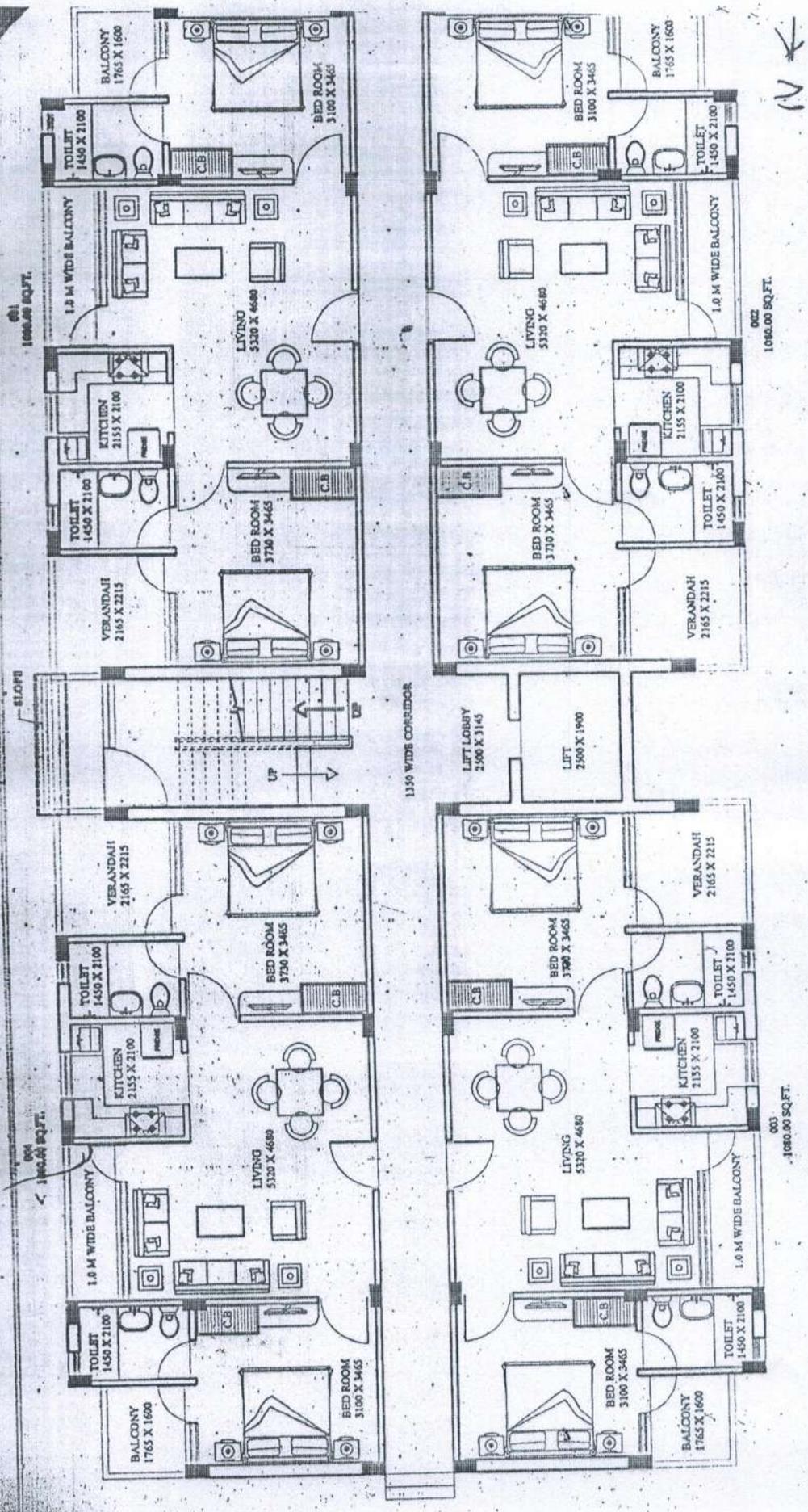
Witnesses-

1. R. K. Pathak  
ADV  
MTZ

2. Dr. Deepali Kapur  
No (lati) Dr. K. B. Kapur  
M-6, GF, GK II,  
New Delhi

  
ST-08/003  
(VENDOR)

  
Kosnalyu Sharma  
(VENDEE)



Client :	PARAS PRIDE	Project of :	RUKMANI VIHAR (VRINDAVAN)	Title :	GROUND FLOOR PLAN SHRESTHA TOWER
Scale :		Drawn By :	PRIYANKA KANDARI	Scale :	003 1080.00 SQ.FT.
Date :	29-12-2012	Checked :	GEETANJALI	Date :	29-12-2012
Architects, Engineers, Interior De :	GEETANJALI CONSTRU	Revisions :		Architects, Engineers, Interior De :	GEETANJALI CONSTRU
	FLAT NO-13 JAI LAKMI APARTMEN PATPARGANJ DELHI- 110092				
					Delhi- 110092
					Tel: 22246535, 9810272512
					ST/01

*Geetanjali*

Date: 19.08.2017

To,  
 Paras Realtech Limited  
 D-152, Surajmal Vihar Main Road,  
 Near Yamuna Sports Complex Gate No. 1,  
 Delhi-110092.

Subject: - Request to open the barred Corridor of Ground Floor, Shrestha Tower, in Paras Pride, Vrindavan.

Dear Sir,

I Mr. Anshul Gupta s/o Shree Laxmi Narayan R/O ST-08/ 102 Ground Floor, Shrestha Tower, Paras Pride, Vrindavan, want to inform you that due to the blockage in corridor/ barred corridor, I am facing inconvenience during entry & exit in my flat. Further, for future concern, a barred corridor is not safe in case of an emergency exit (due to Fire or other Nature Disaster). So, you are requested to please debarred the way as it must be not only neat & clean but also free for convenience of all people.

Thanks & Regards

Client Name

Anshul Gupta

Contact No.

9761070888

Date: 19.08.2017

To,

Paras Realtech Limited

D-152, Surajmal Vihar Main Road,

Near Yamuna Sports Complex Gate No. 1,

Delhi-110092.

Subject: - Request to open the barred Corridor of Ground Floor, Shrestha Tower, in Paras Pride, Vrindavan.

Dear Sir,

I Mr. सजीव कुमार s/o विजय कुमार शर्मा R/O ST-08/ 402, Ground Floor, Shrestha Tower, Paras Pride, Vrindavan, want to inform you that due to the blockage in corridor/ barred corridor, I am facing inconvenience during entry & exit in my flat. Further, for future concern, a barred corridor is not safe in case of an emergency exit (due to Fire or other Nature Disaster). So, you are requested to please debarred the way as it must be not only neat & clean but also free for convenience of all people.

Thanks & Regards सजीव कुमार

Client Name

सजीव कुमार

Contact No.

Plaint

Date: 19.08.2017

To,

Paras Realtech Limited

D-152, Surajmal Vihar Main Road,

Near Yamuna Sports Complex Gate No. 1,

Delhi-110092.

Subject: - Request to open the barred Corridor of Ground Floor, Shrestha Tower, in Paras Pride, Vrindavan.

Dear Sir,

I Mr. Col VK GAURIAM S/O GOPARAM R/O ST-08/203 Ground Floor, Shrestha Tower, Paras Pride, Vrindavan, want to inform you that due to the blockage in corridor/barred corridor, I am facing inconvenience during entry & exit in my flat. Further, for future concern, a barred corridor is not safe in case of an emergency exit (due to Fire or other Nature Disaster). So, you are requested to please debarred the way as it must be not only neat & clean but also free for convenience of all people.

Thanks &amp; Regards

Client Name

Col VK GAURIAM (RofA)

Contact No.

8029005317

*[Signature]*  
Colonel (RofA)  
VK GAURIAM

सेवा में,

क्रीमान भवन जिगा सायर कटर  
पारस रीमलरेक लि० - पारस प्राइड  
दिल्ली

विषय - फोहडा शॉवर की भूतल गैलरी (कॉमन शरिंग  
ST-003 & ST-004 फ्लैट की तरफ) में लगे  
दरवाजा को दरवाजा के समन्वय में।

महोदय, सविनय निवेदन यह है कि मश Mrs. Mythili Sharma

U/O Anil Sharma का पारस प्राइड परिसर में  
फ्लैट ST-101 है आगे निवेदन यह है कि हमारे-

शॉवर (फोहडा) के भूतल पर ST-003 & ST-004 फ्लैट  
की तरफ से आने वाली गली (कॉमन शरिंग)  
को दरवाजा लगाकर बंद कर रखा है जिससे हमें मैन  
गेट से आने जान में असुविधा होती है इसके अलावा  
यह गली राध-प्राइड तक आपदा का (जैसे भूकम्प, आग  
आदि) में सुरक्षा के दृष्टिकोण से गलत है। अतः  
आपसे अनुरोध है कि इस कॉमन शरिंग परिसर/  
गैलरी के दरवाजा को दरवाजा की रूपा करे।  
धन्यवाद।

आपकी

Mythili  
21/8/17

में

जीमान मैनेजिंग डायरेक्टर

पारस शीथल रैक लि० - पारस प्राइड

विषय - कोठा शवर की भूतल गैलरी (SF-003 & SF-004 की तरफ) में लगे दरवाजे को दखाने के सम्बन्ध में।

प्रतिप, सावनप निवेदन यह है कि मैं हर कृष्ण शर्मा ने S/O श्री लाल राम का पारस प्राइड पारसर में SF-304 फ्लोर है। महादप कोठा थपट के भूतल पर SF-003 & SF-004 की तरफ के कामन शरिफा को दरवाजे लगा-कल बन्द कर रखा है जोकि सभी लोग का मन गेट से जाने व जाने का रस्ता है जिससे कुछ अपन फ्लोर में कामे जाने में असुविधा होती है। सबे कालव किसी भी प्रकार की प्राकृतिक आपदाओं (जैसे आग, भूकम्प आदि) में सुरक्षा की दृष्टि से यह गलत है अतः आपसे अनुरोध है कि कामन शरिफा को खाली करवाने की कृपा करें धन्यवाद।

दि०-

*Harsh Sharma*  
 श्री  
 हरकृष्ण शर्मा

SF-304

भा० 9319794417

सीमा में विजय डायरेक्टर

19/08/2017

पारस रीमल्टेक लि० - पारस प्राइड  
दिल्ली

पत्र - कोठडा शहर की भूतल गैलरी (कॉमन स्तरिंग  
ST-003 & ST-004 फ्लोर की तरफ) में लगे  
दरवाजा को दरवाजे के सम्बन्ध में।

महोदय, लाइनप निवेदन यह है कि मैं - दिलीप कुमार शर्मा

SI/0 स्त्री ~~दिल्ली~~ का पारस प्राइड परिसर में  
फ्लोर ST-201 है। आगे निवेदन यह है कि हमारे  
शहर (कोठडा) के भूतल पर ST-003 & ST-004 फ्लोर  
की तरफ से आने वाली गली (कॉमन स्तरिंग)  
को दरवाजे लगाकर बन्द कर रखा है जिससे हमें में  
गेट से आने जाने में असुविधा होती है। इसके अलावा  
यह गली रोड-प्राइड तिर आषदा में (जैसे भुकरप, बगा  
आदि) में सुरक्षा के दृष्टिकोण से गलत है। अतः  
आपसे अनुरोध है कि इस कॉमन स्तरिंग पारस/2/  
गैलरी के दरवाजा को दरवाजे की प्रथा करें।

धन्यवाद

आपकी

Dilip Kumar

दिलीप कुमार शर्मा



81

Annex - R/S



Paras Realtech Limited

CIN No. : U70101DL2009PLC188106  
Date: 10.01.2019

To.

The Paras Pride Rukmani Vihar Resident  
Welfare association paraspride GH-6, Rukmani  
Vihar Sec-1, Vrindavan Mathura-281121

Sub: Handing over the documents of the Paraspride projects.

Dear Sir,

We are handing over documents to the Paras Pride Rukmani Vihar Resident Welfare Association as detail below:

**1. Electrical Items:**

a. H. T. Pannel(Manual)	-	1 nos
b. L. T. Pannel(Manual)	-	1 nos
c. Transformer	-	2 pcs
d. Genset	-	1 pcs
e. Water Motor	-	2 pcs
f. Commercial Motor	-	1 nos
g. Sign Board	-	1 nos
h. Pole Light Solor	-	16 nos
i. Solar Water Heater	-	8 nos
j. Common Area Light	-	8 Tower
k. Steet Pole Light	-	55 nos
l. Fiddler Pannel	-	8 nos
m. Lift	-	8 nos

**2. PARK**

a. Small Size Jhoola	-	1 nos
b. Big Size Jhoola	-	1 nos
c. Chair (MS Chair Long Size)	-	5 nos
d. Parak covered with MS Railing	-	Complete

D-152, Surajmal Vihar, Main Road (Near Yamuna Sports Complex, Gate No. 01) Delhi-110092  
Tel: 011-49404555 Email: prlgroupdelhi@gmail.com



- e. Monkey Dustbin - 6 nos  
f. Plant pot with Plant - 25 nos

3. Utilty Room Service

- a. Room Storage - 6 nos  
b. Maintenance Office - 1 nos  
c. Toilet & Bathroom - 3 nos (Operatinal)  
d. Guard Room (Aluminium window & glass) - 6 nos (Operational)  
e. Temple (Operational With all ) - 1 nos  
f. Office Setup - 1 nos  
g. Computer With Printer - 1 set  
h. Client Data - Data

4. Tarrace

- a. Staircase Gate Fixed - 8 tower  
b. Lift Room gate fixed - 8 tower  
c. Ground floor aluminium gate fixed - 8 tower

Thanks & Regards  
Paras Realtech Limited  
For PARAS REALTECH LIMITED

Praveen Tayal  
(Director) Director



अंगण कुमार अडवाळ

Bidabag  
G.P.T-002

अुनीता शम्भुनी  
AT-007

Vinod  
GT-302

Abul  
G.P.T-403

Heemay Agrawal  
(KVT 2021) NKT 403

Jaleg  
G.P.T.

Annexure R-5



## Paras Pride Rukmini Vihar Residents Welfare Association

PARAS PRIDE, GH-06, RUKMINI VIHAR, SECTOR-1, VRINDAVAN (MATHURA)-281121  
 Customer Care : 9219004400 Email : paraspriderukminiviharwa@gmail.com

Regd. No. Mat/05649/2018-19

Ref. No. ....

Dated 12 Jan 2020  
 Paras Pride Rukmini Vihar  
 Resident Welfare Association,  
 Vrindavan, Mathura 281121.  
 Jan 2020

PARAS PRIDE MAINTENANCE SERVICES PVT LTD  
 D-152, Ground Floor, Surajmal Vihar, Delhi-110092

Sub: Transfer of Maintenance Charges from the builder to Paras Pride RWA

Respected Sir,

1. We on behalf of the residents of Paras Pride, who have maintenance charges as their due towards you, would request you to transfer the balance into the RWA account. The maintenance charges became due as a result of RWA taking over the maintenance work from 01 January 2019. The residents had paid the maintenance charges and the same is due towards you as on date.
2. We confirm to you that henceforth any query raised in respect of maintenance dues would be answered by this office for the aforesaid period and takes responsibility of adjusting the maintenance charges against the residents mentioned in your "ADVANCE UNDER SCHEME" and the balance as on 31 December 2019.

We thank you in anticipation and convey our sincere regards.

Your Sincerely  
  
 Vinod Kumar Gautam

Sunil Kumar Gautam

Chetan Kumar Gare

Sushil Kalyal

Raghunath Upadhyay

कार्यालय: मथुरा-वृन्दावन विकास प्राधिकरण, मथुरा।  
32, सिविल लाइन्स, मथुरा।

पत्रांक : 79 / म0वृ0वि0प्रा0 / 2021-22

दिनांक:- 31/03/2022

सेवा में,

श्री पवन शर्मा,  
फ्लैट संख्या 003 व 004, श्रेष्ठा टावर,  
पारस प्राइड, रुक्मणी विहार, वृन्दावन,  
मथुरा।

विषय:- फ्लैट संख्या 003 व 004, श्रेष्ठा टावर के भूतल पर कॉमल एरिया (कोरिडोर)  
में अतिक्रमण करने के सम्बन्ध में।

अवगत कराना है कि आपके द्वारा फ्लैट संख्या 003 व 004, श्रेष्ठा टावर के भूतल पर  
कॉमल एरिया (कोरिडोर) में अतिक्रमण करते हुए दरवाजा लगाकर कोरिडोर के रास्ते को बन्द  
किया गया है, जबकि यह सभी फ्लैट स्वामियों के द्वारा कॉमन एरिया के रूप में उपयोग करने  
हेतु है।

अतः आपको आदेशित किया जाता है कि पत्र प्राप्ति के 07 दिन के अन्दर कोरिडोर को  
अतिक्रमण से मुक्त करते हुए अधोहस्ताक्षरी को सूचित करे। अन्यथा की दशा में आपके विरुद्ध  
उ0प्र0 नगर योजना विकास अधिनियम 1973 की सुसंगत धाराओं के अन्तर्गत कार्यवाही करते हुए  
प्राधिकरण द्वारा ध्वस्तीकरण किया जायेगा, जिसके हर्जे-खर्चे के आप स्वयं जिम्मेदार होंगे।

Ru  
31/3/22

(आर.के. माहेश्वरी)

सहायक अभियन्ता

प्रवर्तन खण्ड।

Annexure - R

34 (ST)  
30/01/18

न्यायालय सिविल जज सीनियर डिवीजन मथुरा ।

मूलवाद संख्या - 202/2018

श्रीमती कौशल्या शर्मा बनाम मै० प्रारस रीयलटेक प्रा०लि०

श्रीमान जी

सेवा में निवेदन है कि उपरोक्त वाद में वादी के द्वारा इस प्रार्थना के साथ में वाद प्रस्तुत किया गया था कि प्रतिवादीगण असली प्लैट संख्या 03 व 04 के बीच में सिक्योरिटी हेतु लगे जाली के गेट कि जिसको वादपत्र के साथ प्रस्तुत मानचित्र में "नीले रंग" से प्रदर्शित किया गया है में कोई तोड़फोड़ आदि करके न हटावें । उपरोक्त सुविधा के अलावा यह भी सुविधा चाही गयी थी कि वादपत्र के साथ प्रस्तुत मानचित्र में प्रदर्शित "लाल रंग" वाले स्थान पर कायम किए गये मंदिर को हटाकर सिक्योरिटी गार्ड का ही कार्य होने दें तथा ठाकुर जी को पूर्व में सुनिश्चित "बैंगनी रंग" वाले स्थान पर कायम कर दें तथा वादपत्र के साथ प्रस्तुत मानचित्र में "हरे रंग" वाले स्थान में ग्रीन बैल्ट कायम कर दें ।

उपरोक्त वाद में वादी के द्वारा एक प्रार्थनापत्र अस्थायी निषेधाज्ञा भी दिनांक 03/05/18 को इस अमर का प्रस्तुत किया गया था कि दौरान वाद प्रतिवादीगण असली प्लैट संख्या 03 व 04 के बीच में सिक्योरिटी हेतु लगे जाली के गेट कि जिसको वादपत्र के साथ प्रस्तुत मानचित्र में "नीले रंग" से प्रदर्शित किया गया है पर कोई तोड़फोड़ आदि करके न हटावें ।

यहां पर यह तथ्य उल्लेखनीय है कि उक्त बिल्डिंग श्रेष्ठा टॉवर में

चार प्लैट हैं और वर्ष 2014 में वादिनी के द्वारा कथ

2

करने के समय नियमानुसार सुरक्षा द्वार एवं व्यवस्था स्वयं प्रतिवादी द्वारा तय किये गये थे और वह भी चोरी, कुत्ते और बंदर के खतरे आदि को रोकने के लिए अथवा सुरक्षा उद्देश्यों के लिए निर्मित किए गये थे। टॉवर का मुख्य प्रवेश द्वार भवन के बीच से है जहां लिफ्ट/सीढ़ियां भी स्थापित हैं और ये सुरक्षा द्वार गलियारे के अन्त में हैं। जिन फ्लैटों की संख्या एस. टी. 08/003 और एस.टी. 08/004 है और जिनसे किसी को कोई बाधा, परेशानी या असुविधा नहीं होती है क्योंकि वादी के पास भूतल पर दोनों फ्लैट हैं। यह भी उल्लेखनीय है कि सभी टावरों में लिफ्ट लॉबी से प्रवेश होता है और इसके गलियारे के छोर लोहे की सलाखों से अर्ध-बंद होते हैं और दोनों सिरों से कोई प्रवेश नहीं होता है।

यह भी उल्लेखनीय है कि पूर्व में दिनांक 26/09/2017 को वादी ने प्रतिवादी के विरुद्ध अपने फ्लैटों के आस पास के स्वीकृत खुले हरे स्थान को कार पार्किंग क्षेत्र में परिवर्तित करने का प्रयास किया जिसकी वादिनी व उसके पति के द्वारा शिकायत की गयी जिससे कुपित होकर प्रतिवादी ने सुरक्षा गेट को ध्वस्त करने की धमकी दी जिस पर वादी ने पुलिस में प्रतिवादी के विरुद्ध शिकायत संख्या आई.जी.आर.एस. संख्या 15000170389225 दिनांक 21/10/2017 के तहत पंजीकृत करायी जिस पर पुलिस के द्वारा जांच करने के उपरांत दिनांक 23/10/2017 को मामले को बंद कर दिया और दोनों पक्षों को कानून के अनुसार कार्यवाही करने का निर्देश दिया।

यह भी उल्लेखनीय है कि प्रतिवादी के द्वारा वादी व अन्य फलैट मालिकों को जो विक्रित फलैट प्रदान किए गये थे उनको विक्रय किए जाने से पूर्व जो ब्रोशर व विक्रय दस्तावेज प्रदर्शित व दिखलाये व बतलाये गये थे उनके अनुसार विक्रित सम्पत्तियों का क्षेत्रफल कम प्रदान किया गया कि जिसके सम्बन्ध में वादी व अन्य खरीददारों के द्वारा प्रतिवादी के विरुद्ध एन.सी.डी.आर.सी. नई दिल्ली में एक शिकायत सी.सी. संख्या 1410 वर्ष 2017 में पंजीकृत करायी गयी कि जो वर्तमान में विचाराधीन है ।

यह भी उल्लेखनीय है कि प्रतिवादी ने वादी को परेशान करने व दबाव बनाने की नीयत से मथुरा वृन्दावन विकास प्राधिकरण, जिला मजिस्ट्रेट एवं आर0डब्ल्यू0ए0 में दिनांक 22/02/2022 को एक शिकायत की थी जिसके सम्बन्ध में तहसीलदार महोदय, मथुरा के द्वारा अपने आदेश दिनांक 24/03/2022 के माध्यम से मामले को निस्तारित करते हुए प्रतिवादी को निर्देशित किया कि वह उक्त प्रकरण में सक्षम न्यायालय से सुविधा प्राप्त करे परन्तु प्रतिवादी को यह पूर्ण संज्ञान रहा है कि वादी के द्वारा इस प्रकरण के सम्बन्ध में ही दीवानी न्यायालय यह वाद प्रस्तुत किया गया है इसलिए प्रतिवादी के द्वारा मात्र दबाव बनाने व वादिनी को तंग व

शिकायत मथुरा वृन्दावन विकास प्राधिकरण में कर दी गयी है कि जिससे

कोई लाभ प्रतिवादी प्राप्त करने का अधिकारी नहीं है ।

4

न्यायालय के द्वारा प्रार्थनापत्र अस्थायी निषेधाज्ञा पर प्रतिवादीगण को नोटिस जारी किए गये लेकिन प्रार्थनापत्र अस्थायी निषेधाज्ञा का निस्तारण आज तक नहीं हो सका है ।

यहां यह तथ्य उल्लेखनीय है कि वादी के द्वारा उपरोक्त प्रार्थनापत्र अस्थायी निषेधाज्ञा प्रतिवादीगण असली के विरुद्ध प्रस्तुत किया गया था कि जिसके सन्दर्भ में कोई भी आपत्ति प्रतिवादीगण असली के द्वारा प्रस्तुत नहीं की गयी है ।

वादीगण के द्वारा तरतीवी प्रतिवादी संख्या 3 मथुरा वृन्दावन विकास प्राधिकरण के यहां प्रतिवादीगण असली के विरुद्ध शिकायत की गयी थी लेकिन तरतीवी प्रतिवादी संख्या 3 मथुरा वृन्दावन विकास प्राधिकरण के द्वारा उन पर कोई भी त्वरित कार्यवाही नहीं की गयी बल्कि प्रतिवादीगण असली के द्वारा वादीगण पर नाजायज दवाब डालने की गरज से तरतीवी प्रतिवादी संख्या 3 से मिलीभगत करके कुछ लोगों को गलत तौर से मिलाकर एक शिकायत वादीगण के विरुद्ध प्रश्नगत मामले के सम्बन्ध में की गयी तथा उपरोक्त शिकायत पर तरतीवी प्रतिवादी संख्या 3 के सहायक अभियंता प्रवर्तन खण्ड श्री आर०के माहेश्वरी से असली प्रतिवादीगण के द्वारा मिलीभगत करके एक पत्रांक संख्या 79/म०वृ०वि०प्रा०/2021-22 दिनांक 31/03/2022 वादी संख्या 1 के प्रति डॉ० पवन शर्मा के सम्बन्ध में जारी करा दिया गया है जबकि डॉ० पवन शर्मा के नाम से कोई भी पत्रांक संख्या 03 व 04 नहीं है ।

5

यहां पर यह तथ्य भी उल्लेखनीय है कि तरतीवी प्रतिवादी संख्या 3 को यह पूर्ण जानकारी थी कि उपरोक्त प्रश्नगत मामले के सम्बन्ध में न्यायालय सिविल जज सीनियर डिवीजन मथुरा के यहाँ मूलवाद संख्या 202/2018 श्रीमती कौशल्या शर्मा बनाम पारस रीयलटेक प्रा०लि० विचाराधीन है कि जिसकी वजह से कोई भी हक व अधिकार तरतीवी प्रतिवादी संख्या 3 के सहायक अभियंता प्रवर्तन खण्ड श्री आर०के० माहेश्वरी को पत्र दिनांक 31/03/2022 इस अमर का जारी करने का अधिकार नहीं था कि 07 दिन के अन्दर कॉसीडोर को अतिक्रमण से मुक्त करते हुए अधोहस्ताक्षरी को सूचित करें अन्यथा की दशा में वादिनी संख्या 1 के पति श्री पवन शर्मा के विरुद्ध उ०प्र० नगर योजना विकास अधिनियम 1973 की धाराओं के अन्तर्गत कार्यवाही करते हुए प्राधिकरण द्वारा ध्वस्तीकरण क्रिया जावेगा कि जिसके हर्जे खर्चे के सम्बन्ध में वादी संख्या 1 के पति श्री पवन शर्मा जिम्मेदार होंगे कि जिसकी वजह से यह आवश्यक है कि उपरोक्त प्रतिवादी संख्या 3 के द्वारा जारी कथित पत्र के कियान्वन को स्थगित किया जावे अन्यथा चादीगण की अपूर्णनीय क्षति होगी कि जिसकी पूर्ति असंभव है ।

यहां पर यह तथ्य उल्लेखनीय है कि उपरोक्त शिकायत के सम्बन्ध में कभी भी तरतीवी प्रतिवादी संख्या 3 के द्वारा वादीगण याकि डॉ० पवन शर्मा को कोई भी नोटिस जारी नहीं किए गये और न ही वादीगण याकि डॉ० पवन शर्मा को कोई भी मौका उसके विरुद्ध आपत्ति प्रस्तुत करने का

6

दिया और साजिशान उपरोक्त आदेश पारित कर दिया गया है ।

यहा पर यह तथ्य भी उल्लेखनीय है कि तरतीवी प्रतिवादी संख्या 3 के उपरोक्त सहायक अभियंता प्रवर्तन खण्ड श्री आर0के0 माहेश्वरी के द्वारा जारी पत्र दिनांक 31/03/2022 से वादीगण तथा वादी संख्या 1 के पति की सामाजिक, मानसिक व शारीरिक क्षति हुयी है कि जिसकी पूर्ति किसी भी प्रकार से असंभव है ।

अतः निवेदन है कि दौरान वाद तरतीवी प्रतिवादी संख्या 3 को वर्जित किया जावे कि वह उपरोक्त पत्रांक संख्या 79/म0वृ0वि0प्रा0/2021-22 दिनांक 31/03/2022 क्रियान्वन स्थगित किया जावे याकि उपरोक्त के सम्बन्ध में मौके पर यथास्थिति कायम रखने की कृपा की जावे।

दिनांक : 04/04/2022

प्रार्थीगण-- वादीगण.

द्वारा-अधिवक्ता

मुकेश खण्डेलवाल एडवोकेट

Annexure R-8

न्यायालय सिविल जज सीनियर डिवीजन मथुरा।

वाद संख्या 202

सं. 2016

श्रीमती कौशल्या शर्मा बनाम मैसर्स पारस रिजल्टैक

शपथपत्र गिनजानिव प्रवीन तायल आयु करीब 50 साल पुत्र श्री  
राम कुमार अग्रवाल निवासी डी- 152 सूरजमल बिहार नई दिल्ली।

मैं उपरोक्त शपथकर्ता धर्म निष्ठा से शपथपूर्वक निम्नलिखित ब्यान  
करता हूँ।

1- यह कि शपथकर्ता प्रतिवादी संख्या 1 का निदेशक है तथा शपथपत्र के  
तथ्यों से पूर्णतया परिचित हैं।

2- यह कि शपथकर्ता द्वारा वादिनी की ओर से प्रस्तुत निषेधाज्ञा प्रार्थना पत्र  
दिनांक 4.4.2022 पढ सुन व समझ लिया है जो कि नितान्त असत्य कथनों  
पर आधारित है।

3- यह कि जो मानचित्र दावे के साथ प्रस्तुत किया गया है उसमें नीले रंग  
से प्रदर्शित स्थान के निकट स्थित गेट को गलत रूप से गेट संख्या 1 बताया  
गया है तथा अतिक्रमण करके कायम किये गये दरवाजों को भी नीले रंग से  
गलत प्रदर्शित किया गया है जिसमें वादीगण द्वारा अनुचित तरीके से कायम  
किये गये तीनों गेटों को सधारस्थान गेट संख्या 1, 2 व 3 के रूप में इंगित

किया गया है।

4- यह कि जैसा कि पूर्व कथन किया गया है वादी संख्या 1 व 2 स्वयं के दुराचरण व अतिक्रमण के कृत्य से बचाव करने हेतु नाजायज दबाव उत्पन्न करने की बदनीयती से व प्रतिवादी संख्या 1 व 2 को ब्लैकमेल करने हेतु झूठे कथन दावे के माध्यम से न्यायालय के समक्ष रख रहे हैं।

5- यह कि कोई कारीडोर किसी भी फ्लैट स्वामी को न तो दिया जाता और न दिया जा सकता है कारीडोर सभी फ्लैट स्वामियों के आवागमन का जरिया होता है न कि व्यक्तिगत रूप से अतिक्रमण करके आधिपत्य करने का। यह नितान्त झूठ है कि फ्लैट संख्या 3 व 4 के मध्य स्थित कारीडोर कभी भी किसी भी माध्यम से वादी संख्या 1 व 2 को दिया गया हो। कारीडोर को तोड़े जाने का प्रश्न ही पैदा नहीं होता न ही कारीडोर में तोड़ने हेतु कुछ भी उपलब्ध होता है वस्तुतः वादी संख्या 1 व 2 द्वारा अतिक्रमण करके नक्शा शपथपत्र में प्रदर्शित फ्लैट संख्या 3 व 4 के मध्य स्थित कारीडोर में दरवाजे कायम कर दिये गये हैं जिन्हें कायम किया जाना अतिक्रमण व गम्भीर दुराचरण की श्रेणी में आता है सभी फ्लैट स्वामियों के प्रयोग की कारीडोर को वादी संख्या 1 व 2 द्वारा गेट कायम करके बन्द कर दिया गया है परिणाम स्वरूप न सिर्फ आवागमन का जरिया अवरुद्ध हो गया है बल्कि प्राकृतिक आपदाओं आग लगने की स्थिति में फ्लैट स्वामियों के जीवन से खिलवाड़ करते हुये बाहर निकलने के माध्यम को वादी संख्या 1 व 2 द्वारा अवरुद्ध कर

दिया गया है जिसकी विभिन्न शिकायतें अन्य फ्लैट स्वामियों द्वारा की गयी जिन्हें संलग्नक के रूप में न्यायालय में दाखिल किया जा रहा है इन शिकायतों के दृष्टिगत व वादीगण द्वारा किये गये विलाधिकार अतिक्रमण के दृष्टिगत एवं भवन स्वामियों की सुरक्षार्थ इन गेटों को हटाने का प्रयास प्रतिवादी संख्या 1 व 2 द्वारा किया गया इन्हीं से गलत रूप से व्यथित होकर वादी संख्या 1 व 2 ने प्रतिवादी संख्या 1 व 2 की झूठी शिकायतें करना नाजायज दबाव उत्पन्न करना प्रारम्भ कर दिया एवं इसी कड़ी में इस वाद को प्रस्तुत किया गया है तथा इसी अनुचित इरादे से निषेधाज्ञा प्रार्थना पत्र दिया गया है इस प्रार्थना पत्र के अवलोकन से ही वादी संख्या 1 व 2 का वास्तविक इरादा स्पष्ट हो गया है सम्पूर्ण दावे में इन गेटों को छिपाया गया है केवल निषेधाज्ञा प्रार्थना पत्र में इन्हें हटाये जाने से रोकने की याचना की गयी है इस प्रकार के गेट कुल 8 टावरों के किसी भी कारीडोर में किसी भी तल पर कायम नहीं हैं यह दुर्भाग्यपूर्ण है कि न्यायिक प्रक्रियाओं का बेखौफी से दुरुपयोग करते हुये स्वयं अपने अनुचित कृत्य को सही ठहराने का प्रयास वादी संख्या 1 व 2 द्वारा किया जा रहा है ।

6- यह कि इस शपथपत्र के साथ संलग्नक के रूप में अतिक्रमण करके कायम किये गये गेट के फोटोग्राफ दाखिल किये जा रहे हैं ।

7- यह कि वादीगण वस्तुतः चण्डीगढ़ निवास करते हैं तथा उन्हें सोसाइटी की सुरक्षा व सोसाइटी वारियों से किसी प्रकार का कोई सम्बन्ध व सरोकार

नहीं है इसी वजह से उनके द्वारा अपने फ्लैटों की बीच स्थित कारीडोर को दरवाजा लगाकर बन्द कर दिया गया है। वादीगण को यह तक एहसास नहीं है कि किसी प्राकृतिक आपदा अथवा आग लगने की स्थिति में उक्त कारीडोर का इस्तैमाल कालौनी वासियों को जानबचाकर कालौनी से निकलने हेतु किया जा सकता है। जैसा कि पूर्व कथन किया गया है वादीगण न सिर्फ प्रतिवादीगण को प्रताड़ित कर रहे हैं बल्कि अन्य कालौनीवासियों की जान के साथ भी खिलवाड कर रहे हैं।

8- यह कि यह नितान्त असत्य है कि प्रतिवादी संख्या 1 व 2 द्वारा उक्त कारी डोर के बीच स्थित गेट / दीवाल का निर्माण किया गया हो। वस्तुतः स्वयं वादीगण द्वारा अतिक्रमण करते हुये उक्त कारीडोर को बन्द करते हुये गेट / दीवाल का निर्माण किया गया है।

9- यह कि जब वादीगण द्वारा उक्त कारीडोर पर किये गये अतिक्रमण को बार बार कहे जाने के बावजूद अतिक्रमण मुक्त नहीं किया गया तब अन्ततः अन्य कालौनी वासियों की बार बार- शिकायतें आने पर प्रतिवादी संख्या 1 व 2 द्वारा एक प्रार्थना पत्र प्रतिवादी संख्या 3 के समक्ष उक्त अतिक्रमण को हटाये जाने हेतु प्रस्तुत किया गया जिस प्रार्थना पत्र के आधार पर प्रतिवादी संख्या 3 द्वारा मौके पर आकर जांच की गयी। जांच आख्या स्वीकृति शपथपत्र के संलग्नक के रूप में दाखिल की जा रही है। जांच किये जाने के उपरांत प्रतिवादी संख्या 3 द्वारा आदेश दिनांक 31.3.2022 के जरिये उक्त

कारीडोर को अतिक्रमण मुक्त किये जाने सम्बन्धी आदेश पारित किये गये ।

10- यह कि इस माननीय न्यायालय को प्रतिवादी संख्या 3 द्वारा अपने प्रशासनिक दायरे में रहकर किये गये किसी भी आदेश को स्थगित करने का क्षेत्राधिकार प्राप्त नहीं है।

11- यह कि याचित सुविधा इस वाद की विषय वस्तु से पूर्णतः भिन्न है । प्रतिवादी संख्या 3 को इस वाद में तरतीवी प्रतिवादी के रूप में पक्षकार बनाया गया है तथा उनके विरुद्ध कोई सुविधा याचित नहीं की गयी है। परन्तु इस प्रार्थना पत्र के माध्यम से निषेधाज्ञा की सुविधा प्रतिवादी संख्या 3 के विरुद्ध याचित की जा रही है जो कानूनन सम्भव नहीं है।

12- यह कि प्रार्थना पत्र उ० प्र० नगर योजना विकास अधिनियम 1973 के प्राविधुनों से बाधित है।

13- यह कि वादीगण का कोई प्रथम दृष्टया वाद नहीं बनता सुविधा का सन्तुलन भी वादीगण के पक्ष में नहीं है तथा निषेधाज्ञा जारी न होने से वादीगण की कतई कोई क्षति किसी प्रकार की नहीं होगी ।

14- यह कि वादीगण द्वारा सही तथ्यों को न्यायालय से छिपाया गया है

38 व 41 विशिष्ट अनुतोष अधिनियम से बाधित है।

15- यह कि प्रार्थना पत्र निषेधाज्ञा प्रत्येक दूशा में खारिज किये जाने योग्य है।

16- यह कि शपथपत्र की मद नम्बर 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 का जुज ज्ञान जातीय जानकारी से हुआ है व जुज सलाह कानूनी से हुआ है जो सत्य व सही है कुछ भी असत्य नहीं है ईश्वर मेरी मदद करे तस्दीक इसकी व मुकाम मथुरा आज दिनांक 8.8.2023 ई0 की गई।

शपथकर्ता

न्यायालय सिविल जज सीनियर डिवीजन मथुरा।

वाद संख्या 202

सन 2018

श्रीमती कौशल्या शर्मा वनाम मैसर्स पारस रियलटेक

महोदय

निवेदन है कि संलग्न शपथपत्र में वर्णित तथ्या एवं दस्तावेजी साक्ष्य के आधार पर वादी का वाद प्रथम दृष्टया स्थापित नहीं है सुविधा का संतुलन भी वादी के पक्ष में नहीं है तथा निषेधाज्ञा जारी न होने से वादी की कोई अति नहीं है।

अतः निवेदन है कि संलग्न शपथपत्र में वर्णित तथ्या के आधार पर वादी का प्रार्थना पत्र अर्थाई निषेधाज्ञा दिनांक 4.4.2022 ब्यय सहित निरस्त किया जावे।

दिनांक- 8.8.2023

प्रार्थी- प्रतिवादी

द्वारा-

अभिज्ञ सिंह एडवोकेट

0:09

Current Photo

-0:5655

98  
Paras Pride Usindavan 12/12/2023

Annex - R-19



0:12

99 of

-0:53

Paras Pride Vrindavan

12/12/2023



Current Photo

100

Paras Pride Vrindavan

12/12/2023



Paras Pride Vrindavan

12/12/2023



0:39

Current Photo

102

-0:25<sup>59</sup>

Paras Pride Vrindavan - 12/12/2023



Current 103 Photo

0:21

0:44

Paras Poude Vrindavan (12/12/2023)



Current 104 Photo

61

0:31

Paras Pridge Vrindavan (12-12-2023) -0:33



# Current 05 Photo

0:22

-0:42

Paras Bride Windingan = 12/12/2023



0:24

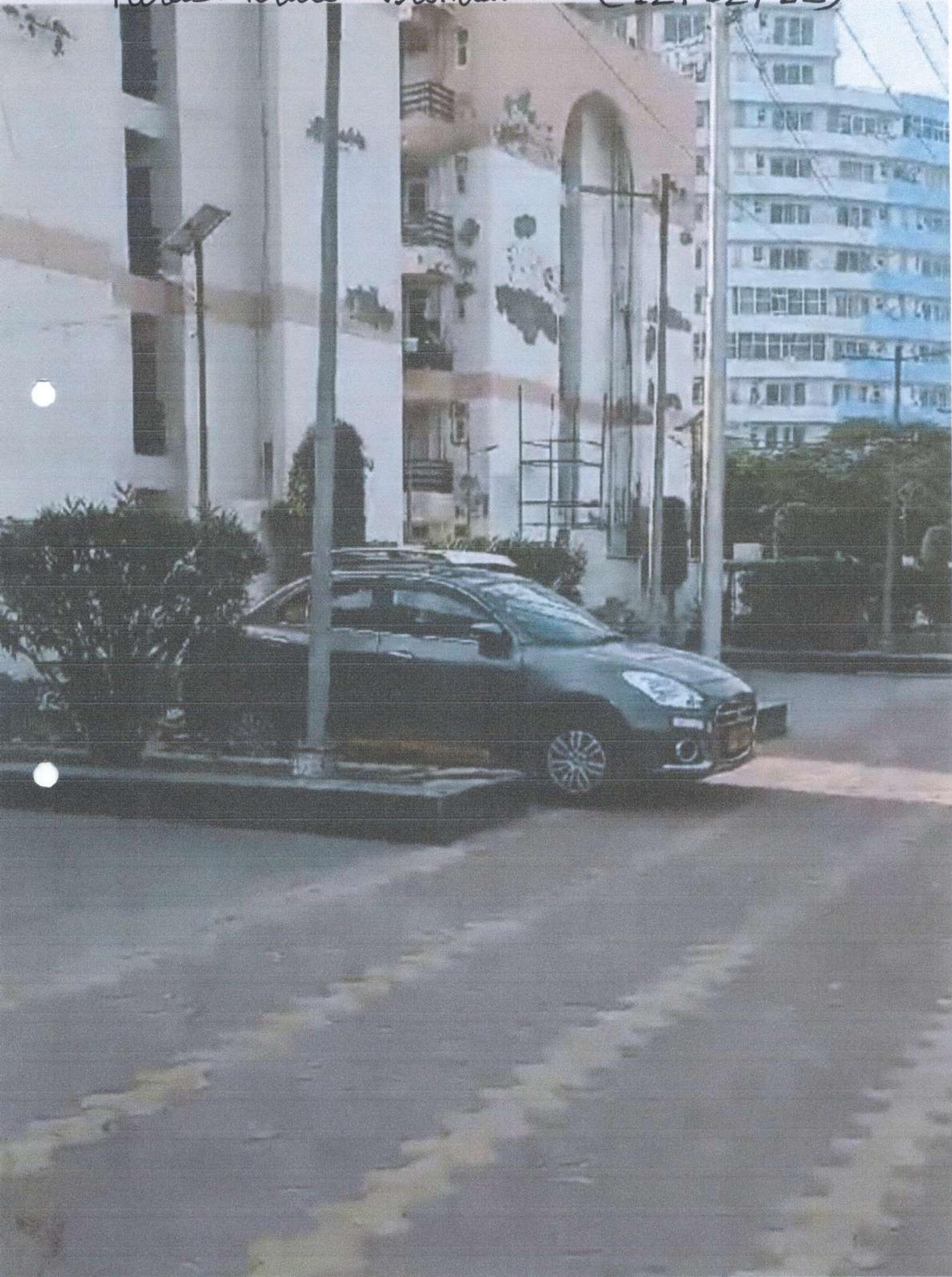
Current Photo

106

-0:41

63

Paras Pride Vrindavan (12/12/23)





Current Photo of Paras Pride Vrindavan - 12/12/2023



Current Photo of Paras Bide Vrindavan = 12/12/2023<sup>65</sup>



Current Photo of Razas Side Vrindavan = 12/12/2023



CURRENT PHOTO OF PARAS PRIDE VRINDAVAN(R/12/23)<sup>67</sup>

CURRENT PHOTO OF PARAS PRIDE VRINDAVAN/12-12-2023

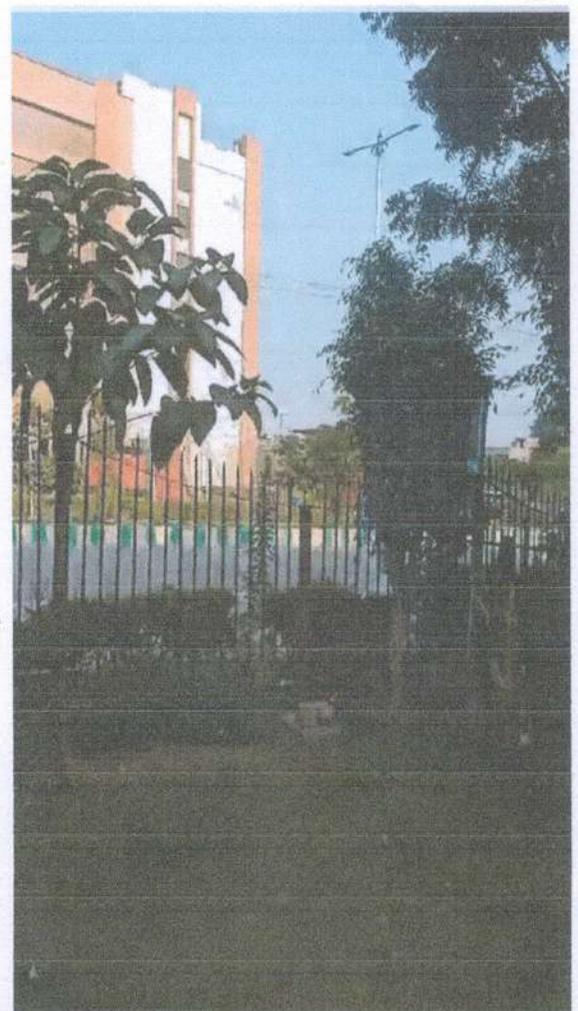




Current Photo of Paras Piche Vrindavan (12/12/23)



Current Photos of Paras Pride Vrindavan (12/12/2023)





CURRENT PHOTO OF PARAS PRIDE VRTINDAVAN (17/12/2023)



CURRENT PHOTO OF PARAS PRIDE /RINDAVAN(17/12/2023)

# Super Green Nursery

Annex R/10

LANDSCAPE & HORTICULTURIST NURSERY

G-337/4, Master Colony, Tughlakabad Village, New Delhi-44

209

Date: 06/12/13

No.

M/s.

Paras Realtech Ltd (G/H-06, Rukmanivihar, Paraspride Vrindavan)  
G-31, Cross ribbon mall, Karkarduma, Delhi

S.No.	Particulars	Qty.	Rate	Amount	
				Rs.	P.
1.	Bottle pam (8-10 ft)	120	1000	12,000	
	Bottle pam (10 ft.)	50	4000	20,000	
3.	Enemy	5000	12	60,000	
4.	Chandni	7	180	1,260	
5.	Cycus Pam	7	3500	24,500	
6.	Ground Cover	500	8	4,000	
7.	Fycus Black	15	350	5,250	
8.	Aviscus	7	350	2,450	
Total - 129460					
(-) Advance - 26,500					
<u>1,02,960</u>					
Total				129,460	-

Note -> Ground Cover 2 Acid = 245 nos  
Note = 838 nos

&O.E

For Super Green Nursery

*RCR*

117  
Bill/ Cash Memo**SUPER GREEN NURSERY**

LANDSCAPE &amp; HORTIVULTURIST NURSERY

G-337/4, Master Colony, Tughlakabad Village, New Delhi-44

NO. 199

Date : 18/07/13

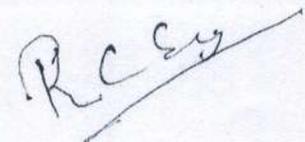
M/S.

Paras Realtech Ltd. (G-06, Rakman Vihar, Paraspride Vrindavan)  
G-31, Cross Ribbon mall, Karkarduma, Delhi

S.No.	Particulars	Qty	Rate	Amount	
				Rs.	P.
1.	Bottle Bough (12-15ft)	15	700	10,500	—
2.	Amsaltes	10	650	6,500	—
3.	Ashok	10	500	5,000	—
4.	Hamelra	12	400	4,800	—
5.	2-Plant	20	175	3,500	—
6.	Asparagwa	20	175	3,500	—
7.	Lavender	20	225	4,500	—
8.	China palm	8	450	3,600	—
			<b>TOTAL</b>	41,900	—

E.&amp;O.E

FOR SUPER GREEN NURSERY



118  
Bill/ Cash Memo

**SUPER GREEN NURSERY**

LANDSCAPE & HORTIVULTURIST NURSERY

G-337/4, Master Colony, Tughlakabad Village, New Delhi-44

NO. 203

Date : 28/11/13

M/S.

Paras Realted Ltd (G/H-06, Rukmani Vihar, Paraspride Vrindavan)  
G-31, Cross River mall, Karkarduma, Delhi

S.No.	Particulars	Qty	Rate	Amount	
				Rs.	P.
1.	Selection no 1 grass (good earth & Digging)	6500	15 sft.	97,500	
2.	fiws Black with pot 12 inch	15	350	5,250	
3.	12 Bottle Palm	12	1000	12,000	
4.	cloro Enormy	5000	12	60,000	
5.	Ground cover	500	8	4,000	
6.	Cross palm	7	3500	24,500	
7.	Seasonal flowers	40	110	4,400	
8.	Beevi Com posed	20 Bag	220	4,400	
9.	Bottle Palm Big size	5	4000	20,000	
10.	chandui veniketa	7	280	1,960	
11.	phakt Medicine treatment			3000	
<b>TOTAL</b>				<b>2,37,010</b>	

E.&O.E

FOR SUPER GREEN NURSERY

*RCS*

# 119

## Bill/ Cash Memo

### SUPER GREEN NURSERY

LANDSCAPE & HORTIVULTURIST NURSERY

G-337/4, Master Colony, Tughlakabad Village, New Delhi-44

NO. 185

Date : 12/04/13

M/S.

Paras Reeltech Ltd (G/H-06, Rukmani Vihar, Parapriya Vrindavan)  
C-31, Cross River mall, Connaught Place, Delhi

S.No.	Particulars	Qty	Rate	Amount	
				Rs.	P.
1.	Delonix Regia	12	1100	13,200	—
2.	Mimosac Pokra	15	1000	15,000	—
3.	Khurejia	19	750	14,250	—
4.	Ashok	25	500	12,500	—
5.	Kachnar	9	1300	11,700	—
6.	Hibiscus	35	350	12,250	—
7.	Madrumati	35	300	10,500	—
8.	Buddleia	15	200	3,000	—
9.	Lavender	20	225	4,500	—
10.	Pomea	40	150	6,000	—
11.	Nuda	12	500	6,000	—
12.	Ficus	17	350	5,950	—
<b>TOTAL</b>				<b>1,14,850</b>	—

E.&O.E

FOR SUPER GREEN NURSERY

RCs

120

# Bachu Singh Nursery (Regd.)

Garden Developers, Also deals in Indoor & Outdoor Plants

Add. Gajraula-Hasanpur Road, SIHALI JAGEER  
Teh. Hasanpur, Distt. J.P. Nagar (U.P.)

Branch : Gopal Garh, Vrindavan

No. 9

Date. 05/03/2014

20/3

Shri Paxas Pride Vrindavan

S.No.	Particulars	Rate	Amount Rs. P.
1	Badeliya Plant — 1500 Nos ✓	3.50	5250-00
2	Inermee Plant — 3000 Nos ✓	3--	9000-00
3	Lal Badsha — 1500 Nos ✓	3.5	5250-00
4	Cycas Plant — 02 Nos ✓	3000	6000-00
5	Bottal Plant — 02 Nos (8'-10') ✓	1000	2000-00
		<b>Total</b>	<b>27500-00</b>

*[Handwritten signature]*

*[Handwritten signature]*  
10/03/14

O.C.M

Rs. in words Twenty seven thousand five hundred only

For Bachu Singh Nursery  
(Regd.)

*[Handwritten signature]*

23/02/2013

PARAS REALTECH LTD.

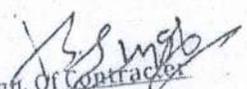
Project-Paras Pride, Vrindavan

Contracter Name-Bachchoo Singh  
 Work -Nursery Plant  
 Address-Mathura  
 Mob. No.-09720298066

Sr.No.	PARTICULAR	NO. OF PLANT QUANTITY	HEIGHT	RATE	AMOUNT
1	Badeliya Plant	1500		3.5	5,250
2	Inarmee Plant	3000		3	9,000
3	Lal Badshah	1500		3.5	5,250
4	Cycus Plant	2	8 to 10 Feet	3000	6,000
5	Bottel Palm	2		1000	2,000
					27,500

**TERMS & CONDITIONS:-**

- A. The work shall executed as per specification.  
 B. Company reserve to right to cancel/terminate this order with out assigned any reason  
 C. 5 % security & 1% TDS shall be retained on each R.A. bill & will be released after 2 months of completion of the work & obtaining NOC from the Engineer-in-charge  
 D. Wastage of material & unuseful cutting of material should be debited  
 E. If you leave the work there is no claim of any bill & then security will be not refundable  
 F. Not payment of death plants 2 months of completion of the work

  
 Sign. Of Contractor

Sign. Of Site Engg.

Sign. Of P.M

Sign. Of G.M

23/02/2014

# Bachu Singh Nursery (Regd.)

Garden Development, Also deals in Indoor & Outdoor Plants

Date..11/03/14

No. ....

- ① One Gardener Six thousand five hundred ~~₹ 6500/-~~ per month + four holidays
- ② Agreement in the one year
- ③ Tools, fertilizer, medicines the company provide
- ④ Only labour contract

OK  
12/03/14

Bachu Singh

PARAS REALTECH LTD. - Paras Pride- Vrindavan  
 GH-06, MATHURA, RUKMANI VIHAR SHCEME,  
 UP

**Bachu Singh**  
 Ledger Account

1-Apr-2014 to 9-Jun-2014

Page 1  
 Credit

Date	Particulars	Vch Type	Vch No.	Debit	Credit
1-4-2014	To Opening Balance			350.00	5,742.00
3-5-2014	By (as per details)				
	Contract Charges - Garding	Journal	69	5,800.00 Dr	
	TDS ON Contractor Non-Company			58.00 Cr	
	BEING AMT. DUE AGST. BILL NO. 3				
	By (as per details)				17,879.00
	Contract Charges - Garding	Journal	71	18,060.00 Dr	
	TDS ON Contractor Non-Company			181.00 Cr	
	BEING AMT. DUE AGST. BILL NO. 3				
				350.00	23,621.00
				23,271.00	
				<b>23,621.00</b>	<b>23,621.00</b>
To	Closing Balance				

# Bachu Singh 124

Garden Development, Also deals in door & Outdoor Plant

Add Gajraula-Hasanpur Road, Sihari Jegeer the Hasanpur Distt. J.P. nagar (U.P.)

leclientservice@parasrealtech.com>

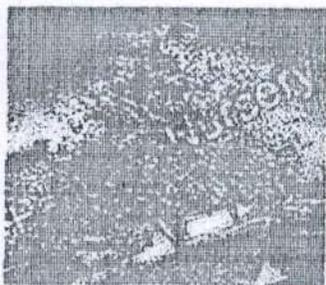
No. **3**

Date **27/4/14**

Shri **Paray L.T.D Vrindavan**

Mon, Apr 7, 2014 at 4:49 PM

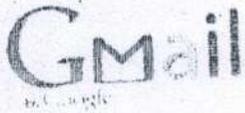
No	Particulars	Qty	Rate	Amount
	<u>Plant</u>			
1	Black Plant	05	370/-	1850/-
2	English Begonia	06	330/-	1980/-
3	Champa Plumerya	06	280/-	1680/-
4	Agave Plant	05	350/-	1750/-
	<u>Pots</u>			
5	Big Pot with Pat	22	410/-	9020/-
or 27/4/14 Net Payable Amt. <b>Rs. 18060/-</b>				<b>Rs. 18920/-</b> Total
E & OE				Signature



11.jpg  
23K

Rs. 600/-

Agave Plant → 500/-



PP CS <parasprideclientservice@parasrealtech.com>

Quotation of Plant

Mon, Apr 7, 2014 at 4:49 PM

Parveen Aggarwal <parasrealtech11@gmail.com>  
To: PP CS <parasprideclientservice@parasrealtech.com>

Dear Sir,

Please find the approved attachments of plants & planters.

Regards  
Praveen Tayal  
[Quoted text hidden]

4 attachments



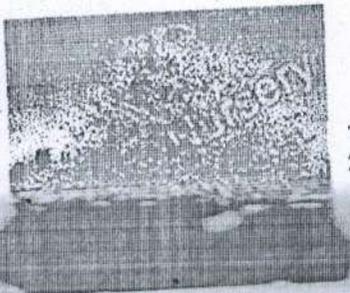
4.jpg  
11K

Ficus black Taposa  
Rs. 400/-



8.jpg  
18K

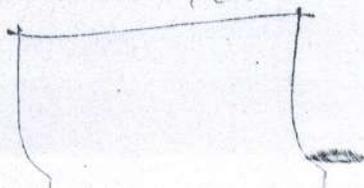
Rs. 300/-

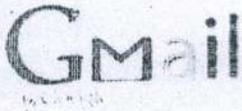


11.jpg  
23K

Rs. 600/-

Agavea Plan → 500/-





PP CS <parasprideclientservice@parasrealtech.com>

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## Quotation of Plant

---

PP CS <parasprideclientservice@parasrealtech.com>  
To: Parveen Aggarwal <parasrealtech11@gmail.com>

Tue, Apr 8, 2014 at 6:00 PM

R/Sir

This is regarding quotation of Planter and plants which was approved by you that sir small planter is approved by you is not suitable for ficus tapori and English Bagan bell plants according to Bacchu Singh therefore big size (18") is suitable for such type of plants so i am attached pic of such type planter

Bacchu Singh says that if we demanded only 20 Planter and Plants then they will take Cartage amt Rs.6000/ for caring these plant at site if we demand Nos 50 planter and plants then they will not take cartage

PFA of Big size planter (18")

[Quoted text hidden]



Concreet big pot with MS Net Rs. 410-.jpg  
538K

127

# Bachu Singh

Garden Development, Also deals indoor & Outdoor Plant

No.

Paras Pride Vindhyas Date 02/05/14  
Gardener Bill (month of April) 2014

Working days 25

Weekly off - 02

Total - 27 days (6500 per month)

$$\frac{6500}{30} = 216.67 \times 27 = 5850$$

~~Handwritten signature~~  
03/5/14

~~Handwritten signature~~  
03/5/2014

Total Rs. 5800

ok  
~~Handwritten signature~~  
03/5/14

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# Bachu Singh Nursery (Regd.)

Garden Development, Also deals in Indoor & Outdoor Plants

No. ....

Date 28/3/14

## CUTTING

One Curclner monthly basis

6500/- ✓

Timing - 8:30 AM to 5:00 PM  
5:30 PM

~~Weekly off - Full~~

Monthly off - 2 Nos ✓

~~OK~~  
Tenneco  
03/04/14

01 April - 2014  
OK

MS  
03/4/14

Note → Party liquor & Medicines ETC

Provide Pay Company ✓

OK/  
~~MS~~  
05/04/14

X Suresh

28/3/14

Add:- Gajraula- Hasanpur Road, Sihali-Jejeer, the. Hasanpur, Distt. J.P. Nagar (UP)

129

Journal Voucher

Dated : 30-Aug-2014

No. : 367

Particulars	Dr	Debit	Credit
Contract Charges - Garding		29,050.00	
To Bachu Singh			28,759.00
To TDS ON CONTRACTOR-NON COMPANY			291.00

(E)  
Bachu Singh

On Account of:

BEING AMOUNT DUE AGAINST BILL FOR PLANTATION DT 30.08.2014

RS 29,050.00    RS 29,050.00

Authorised Signatory



PP CS <paraspr

parasrealtech

# Bacchu Singh Plant Quotation

Tue, Sep 2, 2014 at 6:28 P

From: **Paraspr** <parasrealtech11@gmail.com>  
To: PP CS <parasprideclientservice@parasrealtech.com>

Dear Sir,

It is approved

Regards

Karuna

[quoted text hidden]

PP CS <parasprideclientservice@parasrealtec...>

Bacchu Singh Plant Quotation

Tue, Sep 2, 2014 at 4:05 PM

<parasprideclientservice@parasrealtech.com>  
<parasrealtech11@gmail.com>

Sir

Kindly find the attached file of plant quotation these plants are planted at site Rs.415/plant for Nos.70 plants



Thanks & Regards  
M. Ansal

Paras Pride Vrindavan

Mob: +91 8192800685

Bacchu quotation 001.jpg  
924K

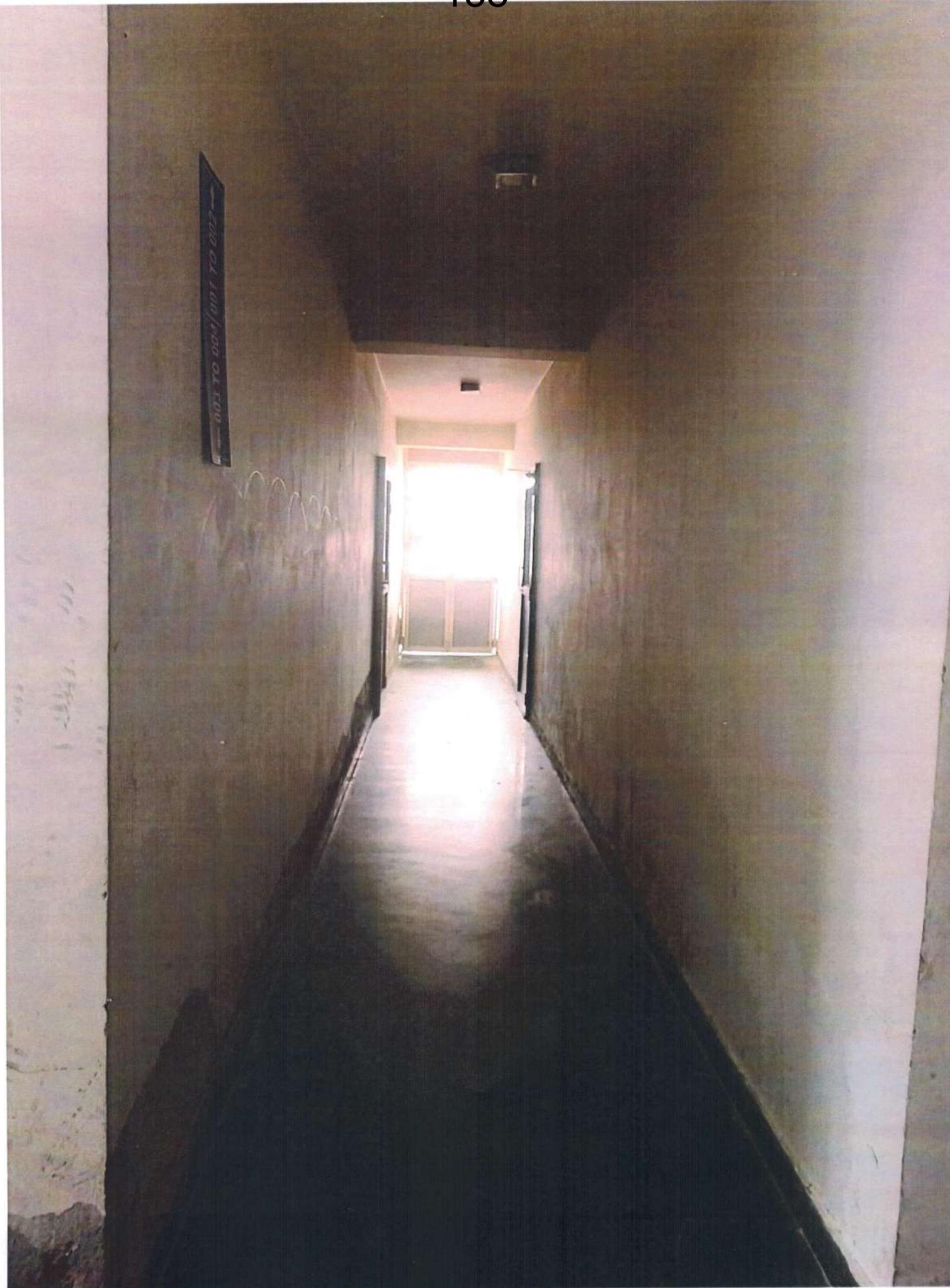




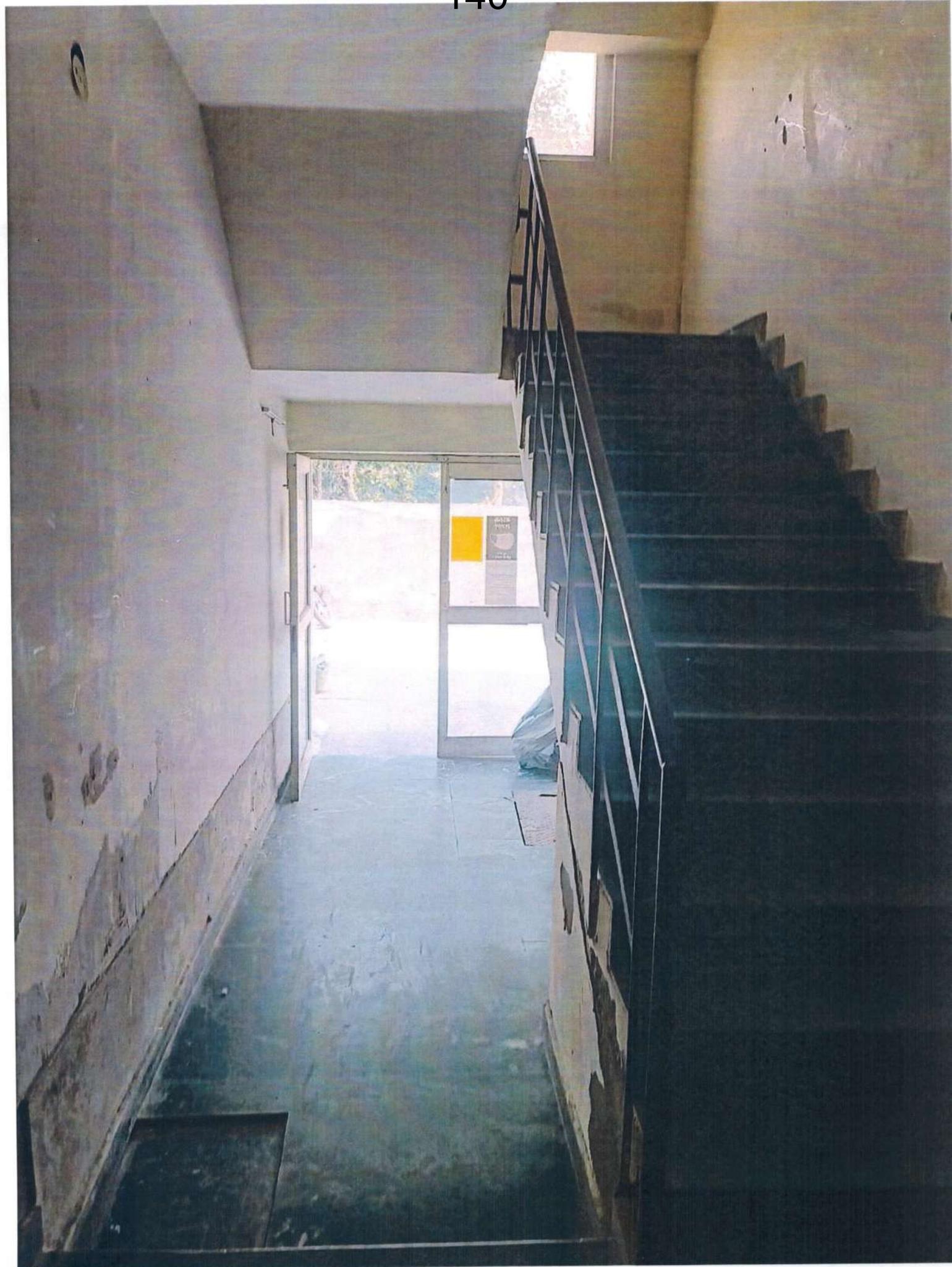














STAIR CASE -











CIN No.: U70101DL2009PLC188106

## Paras Realtech Limited

Builders & Developers

**CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S PARAS REALTECH LIMITED HELD ON MONDAY, DECEMBER 4, 2023 AT 10:00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT D -152, SURAJMAL VIHAR MAIN ROAD (NEAR YAMUNA SPORTS COMPLEX GATE NO-1) EAST DELHI- 110092.**

“RESOLVED THAT the consent of the board be and is hereby accorded to authorize Mr. Parveen Tayal, Managing Director of the company aged about 53 years, S/o of Shri Ram Kumar Aggarwal, to sign and submit all the necessary papers, application, reply, declare, affirm, appear, plaint, petition, written statements, affidavit, undertaking, vakalatnama, declarations, appeal, revision, statement compliant, letters, forms etc. in connection with the case no. 698/2023 before National Green Tribunal, New Delhi in the matter of Kaushalya Sharma Vs Mathura Vrindavan Development Authority & Paras Realtech Limited,

RESOLVED FURTHER THAT Mr. Praveen Tayal, Managing Director of the company be and is hereby authorized to nominate, appoint and engage advocates, lawyers, solicitors, counsel, or other professional and retainers, in that regards, and to do all such, acts, things, deeds as may be necessary or proper to carry out the purposes mentioned herein above.”

By order of the Board  
For PARAS REALTECH LIMITED

For PARAS REALTECH LTD.

ARUSHI TAYAL  
DIRECTOR  
DIN: 07275780