

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

M.A. No. 75 /2022

In

O.A. No 400/2022

IN THE MATTER OF

HIRDEY KUMAR GOEL & Ors.

APPLICANT

Versus

GOVT. OF N.C.T OF DELHI & ORS

RESPONDENTS

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Delhi

Dated: 12/09/2024

Through

For SUNCITY PROJECTS PVT. LTD.

① S.P. Singh
 Authorised Signatory
APPLICANT

Ashish Jain
Counsel

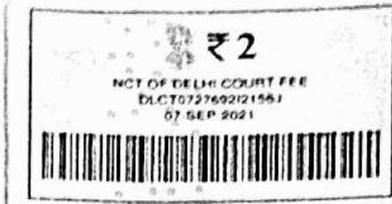
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 Advocate

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P-1

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RESPONDENTS

NDOH-15.04.2024

REPLY/RESPONSE OF THE RESPONDENT NO. 5
M/S SUNCITY PROJECTS LTD.

The honorable bench on the previous date of proceedings 14/03/2024 directed the respondent no.5, the project proponent M/s. Suncity Projects Ltd to file its reply/response before the final adjudication of the questions involved in this matter. So, the answering respondent/ project proponent most humbly submitted herewith

1. That the answering respondent is the PROJECT PROPONENT of the construction site in question i.e. C.S.C. Market in Ashoka Niketan Near Anand Vihar Delhi -92 and keep high regards for law and is known for its environment friendly approach while executing the building projects across the Delhi N.C.R.

2. That the present matter was registered on a complaint received by post, which was addressed to the VICE CHAIRMAN of DELHI DEVELOPMENT AUTHORITY and a **Carbon Copy** of which was received at the office of National Green Tribunal Principal Bench on date 30/03/2022 from the New Ashoka Co-op H.B. Society Ltd. While the Original Application was disposed of on 08/07/2022 but a miscellaneous application vide M.A.No 75/2022 is still pending before this honorable bench for the adjudication.
3. That the applicants in their complaint has admitted of having lodged another complaint to the DDA earlier also vide postal letter **dtd 07/03/2019**. When they did not receive any response from the addressee DDA, then applicant filed present complaint to the DDA with having N.G.T. in the C.C. Whereas no action has been ever taken by the DDA in regards to the baseless complaint of the applicants in regards to the construction of C.S.C. by the answering respondent.
4. That while the applicant has raised several grievances against the project proponent/ respondent no. 5 in their present application but the addressee Vice Chairman of DDA has not found any illegality in the primary issues raised by the

applicant, which are summarized in point-wise manner here under.

- (a) **The C.S.C market is unusable for all the colony residents because there many markets around in the nearby colonies.**
 - (b) **The upcoming C.S.C MARKET will pose a threat to the security & safety of the colony.**
 - (c) **The plot for C.S.C was taken care by the society since it's sanction on 17/06/1985 so it should be handed over to the applicant/society.**
 - (d) **The Environmental laws are not being followed by the respondent no 5 at the construction site.**
 - (e) **The construction of C.S.C at present site would increase the parking woes in the colony as the same was being used for the parking of residents vehicle.**
5. That going by the summarized grievances of the applicant it can be clearly understood that the applicants are actually against the construction of C.S.C. market adjacent to their houses (vide no 27 & 28 Ashoka Niketan)and have filled the present

application with the ulterior motive of disrupting the construction of the Convenience Shopping Centre as they do not want it to be build and instead the applicants are keen of using the said plot for parking of their vehicles against the actual land use for Commercial purpose as per the DDA sanctioned plan of the site in question.

6. That while the answering respondent is the legal owner of the C.S.C. plot in question and has all the legal rights to construct the Commercial Complex as per the approved / sanctioned plan on this piece of land. Which was bought thru an auction held on 26/03/2004 conducted by the D.D.A. and the perpetual deed on for the same was executed between the project proponent/ answering respondent and the DDA on behalf of the President of India on date 31/08/2004 . A copy of the said perpetual Lease deed is enclosed herewith as the **ANNEXURE NO: 1 (COLLY)**
7. That the said plot was earmarked for the C.S.C by the applicant, “ The New Ashoka Co-op H.B. Society Ltd” themselves in their DDA approved site plan. It is pertinent to mention here that, in absence of the provisions of land for the Convenience Shopping Centre for the shops & offices of the day to day needs of the local residents

such as Bank ATM, Doctor's clinic, Electricians, Grocery shop, Paan shop, Tailoring shop, Medicines, Hair Salon & Beauty Parlour etc. a cooperative housing colony would not be approved by the D.D.A. the land owning authority. A copy of the D.D.A approved site plan of Ashoka Niketan along with the possession letter vide no F85(22004/CL/2253 DTD 10/07/2006 is enclosed herewith as **ANNEXURE NO: 2 (COLLY)**

8. That prima facie the present complaint reflects the ulterior motives of the complainants who were using this C.S.C plot for their parking purpose and seems to have got irked by DDA's allotment of this plot to the project proponent /answering respondent. And thus raised baseless and illogical grievances with the mala-fide intent to stop the construction work at the mentioned site for the personal benefit of few residents living adjacent to the site in question. Hence most of these senseless grievances are not being discussed for the sake of brevity of this reply.
9. That on the allegations of violation of the environmental laws at the site in question, this honorable bench vide it's order dated 08/07/2022, directed to constitute a joint committee comprising of DPCC, Deputy Conservator of Forests (Central

Division)Delhi and Deputy Commissioner (Shahdara) Delhi to find out the factual position at the said construction site and to take the remedial action in accordance with the law.

10. That in accordance to the order of honorable tribunal, the **DPCC** conducted a survey of the site in question on 04/08/2022 and observed few incidental violations of the provisions of the Environment Protection Act there and thus, directed the project proponent/answering respondent to deposit the Environmental Damage Compensation (EDC) of Rs. 50,000/- (Rupees Fifty Thousands) for causing the environmental damages thru its letter dtd 26/08/2022 vide no. DPCC/CMC-I/NGT/OANO 400/2022/1107-09. A copy of the same is annexed herewith as **ANNEXURE NO 3**.
11. That whereas the answering respondent claimed these breaches of the provisions given in the Environment Protection Act to be unintentional and incidental but has duly complied with the DPCC orders and has already made the payment of EDC charges of Rs Fifty thousands through a bank draft vide no 513926 dtd 05/09/2022 drawn of ICICI Bank. A copy of the same is enclosed herewith as **ANNEXURE NO: 4**

12. That as per the direction of this honorable tribunal, The **Deputy Conservator of Forest** Delhi too had conducted a survey of the site in question and has found three branches of trees has been chopped off and thus imposed a penalty of Rs 30,000/- (Rupees Thirty Thousands) on the project proponent/answering respondent vide it's order dtd 06/10/2023 F-No. DCF (C)/DPTA/Offence/23-24/6659-6661. A copy of the order is enclosed herewith as **ANNEXURE NO: 5**.
13. That while the answering respondent expressed his apologies for such careless act of his workers but hasduly complied with the above mentioned order of the Forest Department by paying rupees Thirty thousands as the penalty imposed upon him. A copy of a bank draft of Rs 30,000/- favouring DDO, Deputy Conservator of Forests vide no 052642 drawn on HDFC Bank is enclosed herewith as an **ANNEXURE NO: 6**
14. That as per the orders of this honorable Tribunal, the officers of the **DPCC, DJB& the SDM Vivek Vihar** together conducted a joint inspection of the site in question and found two bore-wells there. Upon which, both the bore-wells got sealed and the project proponent/ answering respondent was directed to deposit a sum of Rs. 1,00,000/- (Rupees

One Lakh) towards the penalty for the violation of Environment Act thru an order vide letter no.SDM/VV/Submersible/Sealing/2022/4691-98 dtd. 06/08/2022. A copy of the said letter is enclosed herewith as **ANNEXURE NO.: 7**

15. That the above mentioned order of the SDM office was duly complied by the answering respondent/project proponent, who immediately deposited the penalty imposed upon him thru two bank drafts of Rs 50,000 each dtd 08/08/2022 drawn on ICICI Bank vide no 513888 & 513889 respectively. Copy of both the pay orders in the favour of DPCC Account no 10166741672 are enclosed herewith as the **ANNEXURE NO 8A & 8B.**
16. That the honorable bench upon receiving the report from DPCC passed an order on 11/12/2023 to take concrete steps to do the remedial act to restore the damage caused to the environment of the area with the directions to use the EDC of Rs 1,50,000/- collected from the project proponent for the remedial steps to be carried out at the behest of the C.E.O. of Delhi Jal Board.
17. That the DJB official and expert paid visit to the site in question and issued a letter to the project proponent to build a bigger & better pit for the rain

water harvesting to recharge the under ground water table of the colony in concern vide letter no DJB/F.13/EE(M)-59/2024/1159 dtd 12/02/2024. A copy of the DJB letter are enclosed herewith as **ANNEXURE NO: 9 COLLY**

18. That the project proponent/ answering respondent has constructed a new water harvesting pit of dimensions prescribed by the DJB experts and have submitted the photos of the same for the perusal of the experts of DJB on 09/04/2024 An acknowledged copy of the letter to DJB is enclosed herewith with the photographs of New and Bigger RWH pit as the **Annexure no : (10 Colly)**

as of today the project proponent has paid the **entire penalty** and all the charges imposed upon him as per the provisions of The Environment Protection Act 1986 by DJB, DPCC , Forest Department & SDM office. While the National Green Tribunal was established to decide strict liability of the person involved in causing damage to the environment and thus the purpose has been achieved as the answering respondent has not just paid his liability in regards to the damages caused by his unintentional acts but also agrees to do the best for the conservation of the environment

around the construction site and the colony in concern.

It is, therefore, the answering respondent/project proponent prays before this honorable bench to dispose off the present application in the interest of natural justice or may pass any other order deems fit to it.

Delhi

Dated: 12/04/2024

② For SUNCITY PROJECTS PVT. LTD.
S.P. Singh
Authorized Signatory
Applicant

Through

Advocate Avinash Kumar
Eurt No:

ASHISH JAIN
ADVOCATE
ASHISH JAIN
Advocate
Enrollment Number : D/15009/23
A-264 Surajmal Vihar Delhi-110092
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AFFIDAVIT

I, Praveen Tayal S/o Late Sh. Ram Kumar Aggarwal R/o B-184, Surajmal Vihar, Delhi-110092, do hereby solemnly affirm and declare as under :

1. That the deponent is the A.R. of the respondent no.5 M/s Suncity Project Ltd. in the above noted case and filed said reply/response and fully conversant with the facts and circumstances of this case, hence competent to swear this affidavit.
2. That I have filed the accompanying reply to the application and the contents of the same have been drafted by my counsel and contents of the same in my vernacular language which are true and correct. the contents of the same may be read as part and parcel of this affidavit which are not being repeated herein for the sake of brevity.
3. That the above statement of the deponent is true and correct.

I verify the deponent who has signed this affidavit in my presence



VERIFICATION: -

11.1 APR 2024

Verified at Delhi on this _____ day of April 2024 that all the contents of this affidavit are true and correct to the best of my knowledge and nothing has been concealed therefrom. I, Praveen Tayal, W/o, D/o, Shri/Smt. Ram Kumar Aggarwal, identified by Shri/Smt. A. S. Jishu, has solemnly Attested before me at Delhi on 11.1 APR 2024 ... SI. No. 110032 that the contents of the affidavit which have been read Over & explained to him/her are true & correct to his/her knowledge

For SUNCITY PROJECTS PVT. LTD.
[Signature]
DEPONENT
Authorised Signatory

②

[Signature]
DEPONENT
Authorised Signatory

④

FOR SUNOCHTY PROJECS PAT LTD.

Address and details

FOR SUNOCHTY PROJECS PAT LTD.

Address and details

7-23106

AAAC (S) 18/00/011
P-12

20800 dated
Certified that the instrument is proper,
stamped under section 32 of the Indian
Act. The stamp duty Rs. 1185
Transfer duty Rs. 1185
Total Rs. 2370
deposited vide Treasury Receipt No. 211915
Under Rule 43 of the DDA (Disposal of
Developed Nazul Land) Rules, 1981
File No. 2004/C



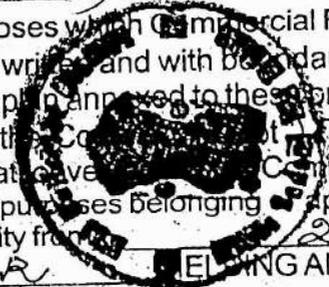
PERPETUAL LEASE

THIS INDENTURE made this 31st
of Aug Two thousand and zero
and six BETWEEN THE PRSIDENT OF INDIA hereinafter
after called "the Lessor") of the one part and Sh./Smt./M/s. SUNCITY PROJECTS
(P) LTD. 48 Jambhik-Comaugh-Place New Delhi
(hereinafter called 'the Lessee') of the second part.

WHEREAS an auction was conducted on 26.03.2004 for the
grant of lease hold rights of a commercial plot of land to be used as Commercial
purposes hereinafter described, belonging to the Lessor.

AND WHEREAS the bid offered by the Lessee, being the highest bid has
been accepted by the Lessor;

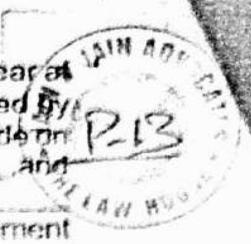
NOW THIS INDENTURE WITNESSETH that, in consideration of the amount of
Rs. 2,10,05,000 (Rupees Two Crore ten Lacs & Five Thousand only)
paid towards premium before the execution of these presents (the receipt where of
the Lessor hereby acknowledges) and of the rent hereinafter reserved and of the
covenants on the part of the lessee hereinafter contained, the Lessor doth hereby
demise unto the Lessee, all that plot of land being the Commercial Plot
No. Singh Unit Block No. X in the lay-out plan of New Ashoka
Distt. Centre/Shopping Centre/Community Centre containing by admeasurement an
area of 1490.95 Sq. Mtr. Commercial - Shopping Centre or
therabout situated at New Ashoka (C.A.B.S.) and to be used only
as Commercial purposes which Commercial Plot is more
particularly described in the schedule hereunder written and with boundaries thereof
for greater clearness has been delineated on the plan annexed to these presents and
thereon coloured red (hereinafter referred to as "the Commercial Plot") TOGETHER
with all rights, easements and appurtenances whatsoever appertaining to the Commercial Plot
to be used only as Commercial purposes belonging and appertaining.
TO HOLD the premises unto the lessee in perpetuity from this 21st day
of April two thousand and four YEAR BEGINNING AND PAYING
therefore yearly rent payable in advance of Rs. 5/= (Rupees Five
only) upto the 20th day of April
two thousand and NINE and thereafter
at the rate of two and a half percent of the premium (the sums already paid and such other
sum or sums hereafter to be paid towards premium under the covenants and conditions
hereinafter contained) or such other enhanced rent as may hereafter be assessed under
the covenants and conditions hereinafter contained clear of all deductions by equal



Aradhya

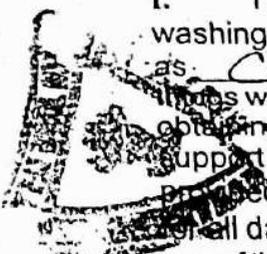
(2)

half-yearly payments on the 15th day of January and 15th day of July in each year at the Reserve Bank of India, New Delhi or at such other place as may be notified by the Lessor for this purpose from time to time, the first of such payments to be made on 15th day of July two thousand and None and the rent amounting to Rs. 20/- (Rupees 2, 10, 05, 000/- only) from the date of commencement of the Lease to the last mentioned date having been paid before the execution of these presents.



SUBJECT ALWAYS to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say, as follows :-

I. The Lessor excepts and reserves unto himself all mines, minerals, coal, gold-washing, earth oils and quarries in or under the commercial plot, to be used only as Commercial and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the Commercial Plot or for any building standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.



II. The Lessee for himself, and his heirs, executors, administrators legal representatives and assigns covenants with the Lessor in the manner following, that is to say :-

1) The Lessee shall pay within such time such additional sum or sums towards premium as may be decided upon by the Lessor or on account of the compensation awarded by the Land Acquisition Collector being enhanced on reference or in appeal or both and the decision of the Lessor in this behalf shall be final and binding on the lessee.

Provided that the provisions of this Sub-clause shall not be applicable in respect of plots disposed of through auction.

2) The yearly rent of two and a half percent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessor before the execution of these presents and on such additional sum or sums payable towards premium as provided herein from 21st day of April Two thousand ~~and~~ and None

3) The Lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.

4) The Lessee shall not deviate in any manner from the layout plan nor alter the size of the commercial plot for the said purpose either by sub-division, amalgamation or otherwise unless specifically permitted to do so by the Lessor.

5(a) The Lessee shall within a period of two years from the 11th day of Aug.

Two thousand and 50/- (and the time so specified shall be the essence of the contract) after obtaining sanction to the building plan, with necessary designs, plan and specifications from the

For SUNCITY PROJECTS PVT. LTD.

M. S. Aggarwal
Auth. Signatory

Abhishek

सूचना प्रशासन विभाग
Cause Administration Office
दिल्ली विकास प्राधिकरण
Delhi Development Authority

plot and complete in a sub-stantial and workmanlike manner a commercial building strictly based on the architectural control drawing in respect of the commercial plot which can be had from the office of the Delhi Development Authority on payment of the prescribed fee and in accordance with the sanctioned building plan to the satisfaction of such municipal or other authority.



b) The Lessee shall have to observe all the mandatory architectural Controls.

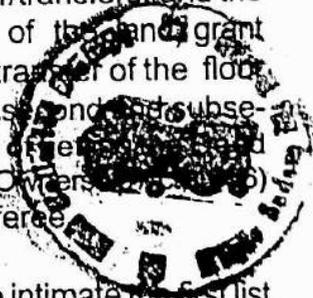
c) The Lessee shall reserve the space for installation of an electric transformer within the building in consultation with the Delhi Vidyut Board or the Municipal Corporation of Delhi or the other local authority concerned.

6(a) The Lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the Commercial Plot except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion.

PROVIDED That in the event of the consent being given, the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of the Commercial plot at the time of sale, transfer assignment, or parting with the possession, the amount to be recovered being fifty percent of the unearned increase and the decision of the Lessor in respect of the market value shall be final and binding.

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the whole property or any part thereof that may be subject of sale, transfer, assignment or otherwise parting with the possession as the case may be, after deducting fifty percent of the unearned increase as aforesaid.

PROVIDED FURTHER that notwithstanding the limitations and conditions as mentioned in sub-clause 6(a). the lessee may sell or transfer the floor space constructed on the plot subject to the permission of the Lessor in writing on payment of Rs. 100/- for each flat/floor space for the first sale/transfer. For subsequent sale/transfer the lessor may on payment of proportionate 50% of the unearned increase (i.e. the difference between the premium already paid by the purchaser/transferor and the market price at the time of sale transfer towards the portion of the land grant permission to the sub-lessee/transferor for such subsequent sale/transfer of the floor space to be transferred. Prior permission of the lessor for such sale and subsequent sale/transfer of floor space shall be subject to the conditions of the lease and of Apartment and the sub-lease (as defined under the Delhi Apartment Owners Act, 1987) executed by the lessee in favour of such floor space buyers/transferees.



PROVIDED FURTHER that the lessee shall be required to intimate the first list of the floor space buyer/transferees giving full details of name, address and quantum of floor space to the Lessor, simultaneously with the grant of completion certificate. However, completion certificate shall be issued only on furnishing the valid list of first purchasers of floor space alongwith copies of deed of apartment duly executed with each one of them.

Handwritten signature

For SUNCITY PROJECTS PVT. LTD.

M. S. Aggarwal
Director/Auth. Signatory

Case Adm. Office
Delhi Development Authority

Handwritten signature



L.D.P

दिल्ली विकास प्राधिकरण
Delhi Development Authority

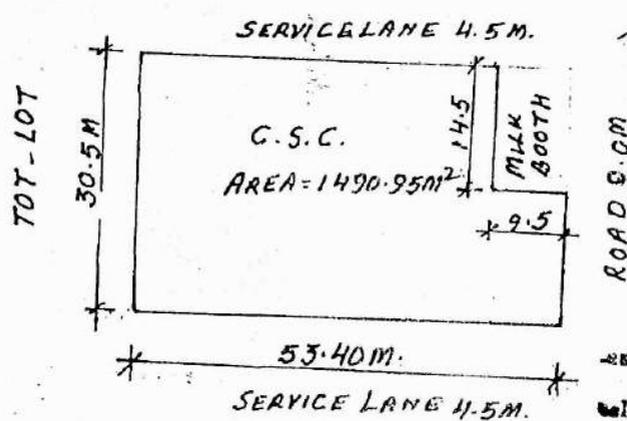
FILE No.:-

योजना C.S.C. AT
SCHEME NEW ASHOKA
भूमि इकाई :-

Sheep/PL-T C.S.C.
प्लॉट नं०
Pocket No.

ब्लॉक नं०
Block No.
सेक्टर नं०
Sector No.

LAND USE :- COMMERCIAL



पञ्चायत प्रशासन
Panchayat Administration Office
दिल्ली विकास प्राधिकरण
Delhi Development Authority

NOT TO SCALE

For SUNCITY PROJECTS PVT. LTD.

Director/ Auth. Signatory
पञ्चायत/अधीक्षक

LESSEE/VENDOR

PREPARED BY

LESSOR/VENDOR



Verified
JELCV

Handwritten signature

DELHI DEVELOPMENT AUTHORITY
Commercial Land
A Block, 1st Floor, Vikas Sadan

Possession Letter



File Number : 185(2)/2664/CL / 2253

Date 10/07/2006



Asst. Director
Commercial Land and D.D.A. Vikas Sadan, New Delhi
with Seal)

To:
M/S SUN CITY PROJECTS PVT. LTD.
48, JANPATH, CONNAUGHT PLACE, NEW DELHI - 110 001

Subject: Handing over possession of Plot No. Single unit Pocket No. Block Sector measuring 1.490.95 sq. mtrs. in scheme CSC AT NEW ASHOKA (C.H.B.S.) (EZ)

Dear Sir/Madam,

It is intended to hand over the possession of the plot mentioned above to you in anticipation of execution of lease deed which is likely to take some time. the Asst. Engineer concerned has been directed to hand over the possession of the plot on or before 17/07/2006 at 11.00 AM. to you. You are, therefore, requested to be present at plot site on the appointed time and date.

Further you may kindly sign the possession letter and also give the undertaking to execute the lease deed as and when called upon to do so which shall be followed in due course.

Yours Faithfully,

[Signature]
Asst. Dir.(CL) 10/7/06
Delhi Development Authority

Copy forwarded to

1. The Asst. Engineer (CL), DDA. He is directed to hand over the possession of plot in presence of Civil Wing staff to the allottee Sh./Mrs./Ms. **NEENAL AGGARWAL**, Managing Director/Representative/Partner of the co./firm who has been duly authorized by M/s. **M/S SUN CITY PROJECTS PVT. LTD.** at appointed date and time. The signature of the authorized person who will take over the possession of aforesaid plot/site are also appended.
2. Ex. Engineer ED-03 .

For **SUNCITY PROJECTS PVT. LTD.**
[Signature]
Director/Auth. Signatory

[Signature]
Asst. Director
Commercial Land D.D.A.
Vikas Sadan, New Delhi

Asst. Dir.(CL)
Delhi Development Authority

[Handwritten signature]

Speed Post



DELHI POLLUTION CONTROL COMMITTEE
 DEPARTMENT OF ENVIRONMENT, (GOVT. OF NCT OF DELHI)
 4th & 5TH FLOOR, ISBT BUILDING, KASHMERE GATE, DELHI-6
 visit us at : <http://dpcc.delhigovt.nic.in>

F. No. DPCC/CMC-I/NGT/OA NO 400 /2022/ 1107-09

Dated: 26.08.22

To,

M/s Suncity Projects pvt ltd,
 (Registered office address) LGF-10, Vasant Square, Plot-A
 Sector-B, Pocket-V, Community Centre
 Vasant Kunj, New Delhi-110070

Whereas, the whole Union Territory of Delhi has been declared as an Air Pollution Control area, under sub section (I) of section 19 of the Air (Prevention & Control of Pollution) Act, 1981 vide Notification No. GSR 106 (E) dated 20.02.1987.

And whereas, Delhi is facing air pollution above the prescribed levels and the air quality w.r.t. levels of pollutants like Particulate Matter (PM_{2.5} & PM₁₀) is deteriorating thereby affecting public health. Activities related to construction and demolition, dust pollution due to construction and demolition activities have been identified as some of the major sources of air pollution and continuation of such activities without proper dust pollution control measures aggravate the situation.

And whereas, Hon'ble Supreme Court of India and Hon'ble National Green Tribunal in various orders have directed Government of NCT of Delhi to initiate steps to curb the dust pollution.

And whereas, Hon'ble National Green Tribunal (NGT) vide above said orders dated 04.12.2014, 10.04.2015 and 20.07.2016 issued certain directions in respect of air pollution from dust resulting from demolition and construction activity.

And whereas, copy of NGT orders dated 04.12.2014, 10.04.2015, copy of MoEF guidelines 2010 and copy of public notice issued were made available at the DPCC website as well i.e. "<http://dpcc.delhigovt.nic.in>" for general awareness of the stake holders.

And whereas, Hon'ble National Green Tribunal vide its order dated 20.07.2016 in M.A. No, 360 of 2016 in the aforesaid matters inter-alia directed that, "if the offending construction in plot upto 100 sq.mt. the environmental compensation would be Rs. 10,000/-, if the offending construction in more than 100 sq. mtr. But upto 200 sq.mt., the environmental compensation would be Rs. 20,000/-, if the offending construction is in a plot of more than 200 sq. mt. but less than 500 sq. mt. the environmental compensation would be Rs. 30,000/-, while the offending construction is in a plot area of more than 500 sq.mt. the environmental compensation would be Rs. 50,000/- as already directed by the orders of the Tribunal. Wherever the constructed area is more than 20,000 sq. mtr. The environmental compensation would be Rs. 5 Lakhs. This rate will operate prospectively.

And whereas, Hon'ble National Green Tribunal (NGT) has passed an order in M.A. No, 360 of 2016 in the matter of Vardhmani Kaushik Vs. Union of India & Ors. On 20.07.2016 for imposing Environmental Compensation on the violators.

And whereas, you (the addressee **M/s Suncity Projects pvt ltd, LGF-10, Vasant Square, Plot-A Sector-B, Pocket-V, Community Centre, Vasant Kunj, New Delhi-110070**) were found engaged in construction activity in the plot area of size 1490.95 sqm.

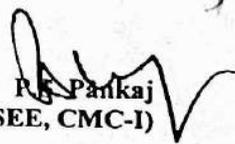
And whereas, in compliance of NGT order dated 08.07.2022 in OA No. 400/2022 in the matter of "Hirdey kumar Goel & Ors Vs. Govt. of NCT of Delhi ", a joint Committee comprising of officials of DPCC, DC/DM Shahdara and DJB visited the premises as mentioned in the said order, on 04-08-2022 & following observation were made:

- M/S Suncity Project Pvt Ltd has completed its structural work of Ashoka Niketan commercial complex at Ashoka Niketan (Anand Vihar), Delhi opposite to House No. B-28, 29, Ashoka niketan (Anand Vihar), Delhi-92, however finishing work & other construction of said commercial complex are yet to be completed.
- Plot area of the said commercial complex project is 1490.95 m² and registered office address of M/S Suncity Project Pvt Ltd is LGF-10, Vasant Square, Plot-A, Sector-B, Pocket-V, Community Centre, Vasant Kunj, New Delhi-110070.
- Construction materials i.e. fine dust, sand, loose soil, stone dust, bricks etc. stored at site were not covered.
- Construction debris/ Demolition waste lying on site found uncovered.
- Construction dust/wind breaking wall was not provided around the periphery of the construction site.
- Tarpaulin sheet/ green net not provided around the periphery/ structure of construction site.

Now therefore, you, the addressee shall deposit Environment Damages Compensation (EDC) of **Rs 50,000 /-** (Rupees Fifty Thousands) for violating directions of Hon'ble NGT and causing environmental damages.

By way of this notice, you (the Addressee) is hereby called upon to Show cause notice, as to why the above said Environmental Compensation should not be imposed. The reply, if any, should reach this office within 15 days from the date of issue of this notice. In case of failure, it will be presumed that that the addressee has nothing to say in this regard and aforesaid proposed Environmental Compensation shall be imposed you without any further reference to you.

This is being issued as per the decision and approval of the Competent Authority, DPCC.


P. S. Pankaj
(SEE, CMC-I)

Copy for information and necessary action to:

1. M/S Suncity Project Pvt Ltd, Ashoka Niketan (Anand Vihar), Delhi opposite to House No.B-28,29, Ashoka niketan (Anand Vihar), Delhi-92.
2. Office Copy.
3. Master File.

Date: 07-09-2022

Delhi Pollution Control Committee(DPCC)
4th & 5th Floor ISBT Building,
Kashmere Gate, Delhi-110006

DELHI POLLUTION CONTROL COMMITTEE
DEPARTMENT OF ENVIRONMENT
GOVT. OF NCT OF DELHI
4TH FLOOR, ISBT BUILDING,
KASHMERE GATE, DELHI-110006

Sub: Letter for submitting reply against the letter no: DPCC/CMC-
I/NGT/OA NO 400/2022/1107-09 dated 26.08.2022

Dear Sir,

As per your letter dated 06-08-2022 vide letter no : DPCC/CMC-
I/NGT/OA NO 400/2022/1107-09 dated 26.08.2022

We have submitted demand amount vide DD to the DPCC
Kashmere Gate as DD detail given below:

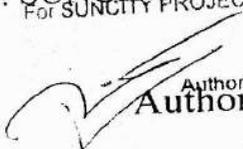
Date	DD No.	Amount
05-09-2022	513926	50,000/-

Futher we have attached followings documents for your reference

- 1.Copy of Notice
- 2.Original DD

Thanks & Regards

M/s. SUNCITY PROJECT PVT. LTD.
FOR SUNCITY PROJECTS PVT. LTD.


Authorised Signatory
Authorised Signatory



ICICI Bank

(07) CONNAUGHT PLACE, NEW DELHI 513926

VALID FOR THREE MONTHS ONLY
DATE 05 09 2022
D D M M Y Y Y Y

DD No. **DELHI POLLUTION CONTROL COMMITTEE*******

ON DEMAND PAY

OR ORDER

FIFTY THOUSAND Only

RUPEES

₹ 50,000.00

Purchaser Name: **SUNCITY PROJECTS PRIVATE LIMITED** OR VALUE RECEIVED
OL/5/5 Not Above 50,000.00

0399DDCENPAY
ICICI BANK LIMITED
Issuing Branch

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory
Please sign above

⑈ 513926 ⑈ 000229000⑈ 000399 ⑈ 16

UTILITY FORUMS PVT. LTD. / CTS - 2010

DEPARTMENT OF FOREST AND WILD LIFE
OFFICE OF THE DEPUTY CONSERVATOR OF FOREST
CENTRAL FOREST DIVISION, KAMLA NEHRU RIDGE,
DELHI-110007(PH. :-23853561)

F. No. DCF (C)/DPTA/Offence/23-24/6659-6661

ORDER



Date: 6/10/2023

WHEREAS an offence came to light, regarding illegal pruning/ damaging of tree/s at Convenient Shopping Complex, Ashoka Bhawan, Ashoka Niketan, Delhi-92, on receipt of which I.O. Sh. Gaurav Sharma inspected the offence site on 11.08.2023 and reported that one nos. of tree is concretized and one nos. of tree has been heavily pruned at Convenient Shopping Complex, Ashoka Bhawan, Ashoka Niketan, Delhi-92, respectively.

AND WHEREAS hearing in the matter was held on 13.09.2023 under the Delhi Preservation of Trees Act, 1994 hereinafter referred to as "DPTA, 1994". That The Director, Suncity Projects Pvt. Ltd., LGF-10, Vasant Square, Plot -A, Sector-B, Pocket-R, Community Centre, Delhi-07 was not present, Mr. Praveen Tayal S./o Sh. Late Lala Ram Kumar Aggarwal, R/o B-184, Surajmal Vihar, New Delhi-92 was authorized to represent the accused before the undersigned.

AND WHEREAS taking into consideration the information laid during the course of the hearing and on due inquiry thereupon of the photographic evidence and the statement of the accused recorded in the submitted inspection report, and during the course of the hearing dated. 13.09.2023, it has been established circumstantially and evidentially that The Director, Suncity Projects Pvt. Ltd., LGF-10, Vasant Square, Plot -A, Sector-B, Pocket-R, Community Centre, Delhi-07, has committed the above-mentioned offence.

NOW, THEREFORE, I, Cheshta Singh, Tree Officer, is imposing a penalty of 30,000/- (Rs. Thirty thousand only) on The Director, Suncity Projects Pvt. Ltd., LGF-10, Vasant Square, Plot -A, Sector-B, Pocket-R, Community Centre, Delhi-07. The penalty shall be deposited through DD in favor of DDO, Deputy Conservator of Forests (Central), KNR, Delhi within 15 days of the receipt of this order failing which recovery proceeding as per law shall be initiated against them. The Director, Suncity Projects Pvt. Ltd., LGF-10, Vasant Square, Plot -A, Sector-B, Pocket-R, Community Centre, Delhi-07 is also hereby directed to de-concretized the concerned tree and the compounding photographs of the de-concretized trees to be submitted to the office of the undersigned within 2 days and shall also ensure that no tree is felled/pruned/head back/ concretized by him in future without obtaining prior permission from the tree officer as required under DPTA,1994.

It is also ordered that no further action will be taken against the offender as regarding the instant matter is concerned.

In case the offender fails to deposit the above amount within permitted period necessary action shall be initiated to prosecute him under the provision of the above said Act.

Dy. Conservator of Forests
Central Forest Division/Tree Officer

Copy to:-

1. ✓ Sh. Praveen Tayal S./o Sh. Late Lala Ram Kumar Aggarwal, R/o B-184, Surajmal Vihar, New Delhi-92.
2. Tree Cell, I.O. for information and n/a.
3. Accounts Branch Central Forest Division.

Dy. Conservator of Forests
Central Forest Division/Tree Officer



Date: 09-10-2023

Department of Forest and Wild Life
Dy. Conservator Of Forests
Central Forest Division, Kamla Nehru Ridge
Delhi-110007

Sub: Letter for Depositing Penalty against the letter no : F.NO. DCF (C)/DPTA/OFFENCE/
23-24/6659-6661 dated 06.10.2023..

Dear Sir/Madam

I have received letter dated 06-06-2023 vide the letter no:F.NO.DCF (C)/DPTA/OFFENCE/
23-24/6659-6661 for the payment of Penalty of Rs. 30,000/-

Further we inform you that we are depositing the above penalty amount vide DD and DD
details as mentioned below :

Date	DD NO	Amount
07:10.2023	052642	30,000/-

Kindly consider our penalty payment and do the nessery.

We have attached

1. Copy of Penalty Demand letter
2. Original DD

Thanks & Regards
SUNCITY PROJECTS PVT LTD
For SUNCITY PROJECTS PVT. LTD.

Praveen Tayal
Authorised Signatory

Praveen Tayal
(Authorised Signatory)





HDFC BANK

A/C PAYEE ONLY
NOT NEGOTIABLE

MANAGER'S CHEQUE
VALID FOR 3 MONTHS ONLY

0 7 D 1 0 2 0 2 3 Y Y

***** DDO, DEPUTY CONSERVATOR OF FORESTS (CENTRAL) KNR, DELHI *****

Or Order

या उनके आदेश पर

अदा करे

Rupees

रुपये

THIRTY THOUSAND ONLY.

₹ 30,000.00

FOR VALUE RECEIVED

AKSHAY SINGHAL

VIVEK VIHAR ASHOKA NIKETAN
NEW DELHI - 110092
REF. No. 019312059575

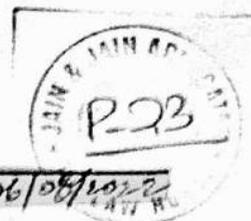
Handwritten signature
1334630
AUTHORISED SIGNATORIES
Please sign above

⑈052642⑈ ⑈110240026⑈ 999989⑈ 12

55343/5/10/15/2010



OFFICE OF THE SUB-DIVISIONAL MAGISTRATE: VIVEK VIHAR
DISTRICT SHAHDARA, REVENUE DEPARTMENT, GNCTD,
G-BLOCK, D.C. OFFICE COMPLEX, NAND NAORI, DELHI-110093



F.No SDM/V.V/Submersible/Sealing/2022/4691-98

Dated: 06/08/2022

SEALING ORDER

In pursuance of the notification/order No. F8(348)/EA/Env/09/1041-1061 dated: 18.05.2021 issued by Department of Environment, Govt. of GNCT of Delhi, to exercise powers under Section 5 of the Environment (Protection) Act, 1986 for the National Capital Territory of Delhi and to issue directions thereunder, to any operation or process or stoppage or regulation of the supply of electricity or water or any other services.

And whereas, in compliance to the direction passed in above said order no Person, Group, Authority, Association or Institution is allowed to extract the Ground Water through Borewell/Tubewell/Submersible for Domestic, Commercial or Industrial use without obtaining the prior permission from the Competent Authority.

And whereas a joint inspection by the officers/officials of SDM (Vivek Vihar) DPCC & DJB was constituted against original application No. 400/2022 "Hidey Kumar Goel & Ors Versus Govt. of NCT of Delhi in which two Borewell were found at the site namely M/s Sun City Project Pvt. Ltd at Ashoka Niketan Complex, Opposite to H. No. B-28-29, Ashoka Niketan, Anand Vihar, Delhi-92 in compliance to the above said order.

And whereas, on enquiry by the team it was found that the above mentioned property where the said Borewell/Tubewell/Submersible installation was in progress/installed belongs to you.

And whereas, as per joint inspection committee report two borewell found in the premises which were working without permission from the concerned authorities accordingly both borewell were sealed by officials of SDM Vivek Vihar, Delhi at the spot.

And whereas, illegal extraction of ground water without any permission can result in drying up of Ground Water resources and may also affect water quality.

Now, therefore, in exercise of the powers conferred by section 5/15 of Environment Protection Act 1986 I hereby seal the Borewell/Tubewell/Submersible installed at the above mentioned address with immediate disconnection of Electric Supply to the said Borewell/Tubewell/Submersible and with the direction to deposit the penalty amount of Rs. 50,000/- each (Rs. Total 1,00,000/- (One Lakh Rupees) only through Demand Draft in favour of DPCC, Account No-10166741672, IFSC SBIN0005715, SBI, Kashmere Gate, Delhi within 07 days under intimation to this office for violation of Environment Protection Act.

KAMLESH KUMAR, DANICS
SDM, VIVEK VIHAR
DISTRICT SHAHDARA



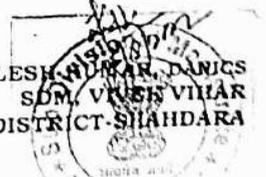
To,

M/s Sun City Project Pvt. Ltd at LGF-10, Vasant Square,
Plot-A, Sector-B, Pocket-V, Community Centre, Vasant Kunj, New Delhi-110070

Copy for information & necessary action to:-

1. PA to District Magistrate (Shahdara)
2. Sr. Environmental Engineer, Consent Management Cell-I, Delhi Pollution Control Committee, 4th Floor, ISBT, Building, Kashmere Gate, Delhi-06.
3. Executive Engineer, Delhi Jal Board, office of the Executive Engineer (M)-59, E-Block Park, Preet Vihar, Delhi-110092.
4. Dy. Conservator of Forest (Central Division) Kamla Nehru Ridge, Delhi-110007.
5. The General Manager (BSES) Yamuna Power Ltd, 3rd Floor, Shakti Kiran Building, Karkardooma, Delh.
6. S.H.O. P.S-Anand Vihar, Delhi for information and necessary action.
7. Executive Magistrate (Vivek Vihar) District Shahdara.

KAMLESH KUMAR, DANICS
SDM, VIVEK VIHAR
DISTRICT SHAHDARA



Date: 12-08-2022

Delhi Pollution Control Committee(DPCC)
4th & 5th Floor ISBT Building,
Kashmere Gate, Delhi-110006

Sub: Letter for submitting reply against the letter no; F.NO
SDM/V.V/ Submersible/Sealing/2022/4691-98.

Dear Sir,

As per your letter dated 06-08-2022 vide letter no : F.NO SDM/V.V/
Submersible/Sealing/2022/4691-98.

We have submitted our demand amount to SBI Bank payment detail
as given below:

Date	DD No.	Amount
08-08-2022	513888	50,000/-
08-08-2022	513889	50,000/-

Futher we have attached followings documents for your reference

- 1.Copy of Demand Letter
- 2.Copy of DD
- 3.Copy of Bank Deposite Receipt
- 4.Copy of receiving letter submitted to SDM office.

Thanks & Regards

M/S. SUNCITY PROJECT PVT. LTD.
for SUNCITY PROJECTS PVT. LTD.

Authorised Signatory

o/c
Original D.D not available.
P-24

12/08/2022

INQUIRY CONTROL
DELHI POLLUTION CONTROL COMMITTEE
DEPARTMENT OF ENVIRONMENT
GOVT. OF NCT OF DELHI
4th FLOOR, ISBT BUILDING,
KASHMERE GATE, DELHI-110006



Date: 10.08.2022

OFFICE OF THE SUB-DIVISIONAL MAGISTRATE
VIVEK VIHAR, DISTRICT SHAHADRA
DELHI-110093.

Sub : Letter for submitting Reply against the letter no ; F.no.SDM/V.V/
Submersible/Sealing/2022/4691-98 dt 06-08-2022.

Dear Sir,

As per your dated 06-08-2022 vide letter no : ; F.no.SDM/V.V/ Submersible/Sealing/2022/4691-98
We have submitted our demand amount to SBI Bank payment detail as given below

Date	DD NO :	Amount
08-08-2022	513888	50,000/-
08-08-2022	513889	50,000/-

Futher we have Attached followings document for your reference

1. Copy of Demand letter
2. Copy of DD
3. Copy of Bank Deposite Receipt

Thanks & Regards

M/s SUNCITY PROJECTS PVT. LTD.
For SUNCITY PROJECTS PVT. LTD.

Authorised Signatory

Authorised Signatory

10/08/2022



UTILITY FORMS PVT. LTD. / CTS - 2010

NO PAYEE ONLY
ICICI Bank

Drawee Branch
07/CONNAUGHT PLACE, NEW DELHI
DD No. 513889

VALID FOR THREE MONTHS ONLY
DATE 08 08
D D M M Y Y Y Y

ON DEMAND PAYEE'S ACCOUNT NO. 10166741672, IFSC
SBIN0005715, SBI KASHMERE CATE. DELHI*****
RUPEES FIFTY THOUSAND ONLY

OR ORDER

₹ *****50,000.00

FOR VALUE RECEIVED

Purchaser Name: SUNCITY PROJECTS PVT LTD
OL/5/3 Not Above 50,000.00

0399DDCENTAY
ICICI BANK LTD
Drawing Branch

Hemant
Authorised Signatory

[Signature]
Authorised Signatory
Please sign above

⑆ 513889⑆ 000229000⑆ 000399⑆ 15



UTILITY FORMS PVT LTD / CTS - 2016

ACCEPTED ONLY
ICICI Bank

Drawee Branch
107-1 CONNAUGHT PLACE, NEW DELHI

DD No. 513898

VALID FOR THREE MONTHS ONLY

DATE 2022

DD M M Y Y Y Y

ON DEMAND PAY DRCC, ACCOUNT NO. 10166741672, IFSC

SBIN0005715, SBI KASHMERE CATE, DELHI *****

FIFTY THOUSAND ONLY

OR ORDER

₹ *****50,000.00

FOR VALUE RECEIVED

Purchaser Name: SUNCITY PROJECTS PVT LTD
OL/5/5 Not Above 50,000.00

0399DDCENTPAY
ICICI BANK LIMITED
Issuing Branch

Manoj
Authorized Signatory

[Signature]
Authorized Signatory
Please sign above

⑈ 5138888 ⑈ 0002290000⑈ 000399 ⑈ 1B



DELHI JAL BOARD: GOVERNMENT OF N.C.T. OF DELHI
OFFICE OF THE ADDITIONAL CHIEF ENGINEER M-1
OFFICE OF THE EXECUTIVE ENGINEER (M)-59
E BLOCK PARK: PREET VIHAR: DELHI-110092
 Phone No. 20825101, Mail id: -djb.aeem59@gmail.com

No. DJB/F.13/EE (M)-59/2024/1159

DATED: 12.2.24

To
 Suncity Business Tower
 2nd Floor, Golf Course Road,
 Sector-54, Gurgram
 Haryana 122002
 Email id : info@suncityprojects.com

This is to inform you, that the existing RWH structure provided with in your premises is of inadequate capacity which could not be able to cater the entire rain off from the roof top.

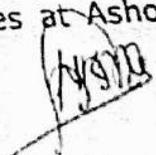
The existing RWH structure after improvement could have the potential of 3.89 m³ of rainfall leaving a deficit of 11.11 m³. You have to create an additional structure with inside dimensions of 3x2.5x3m the size of excavation

$$L = 3.0 + 0.35 + 0.35 = 3.70\text{m}$$

$$B = 2.50 + 0.35 + 0.35 = 3.20\text{m}$$

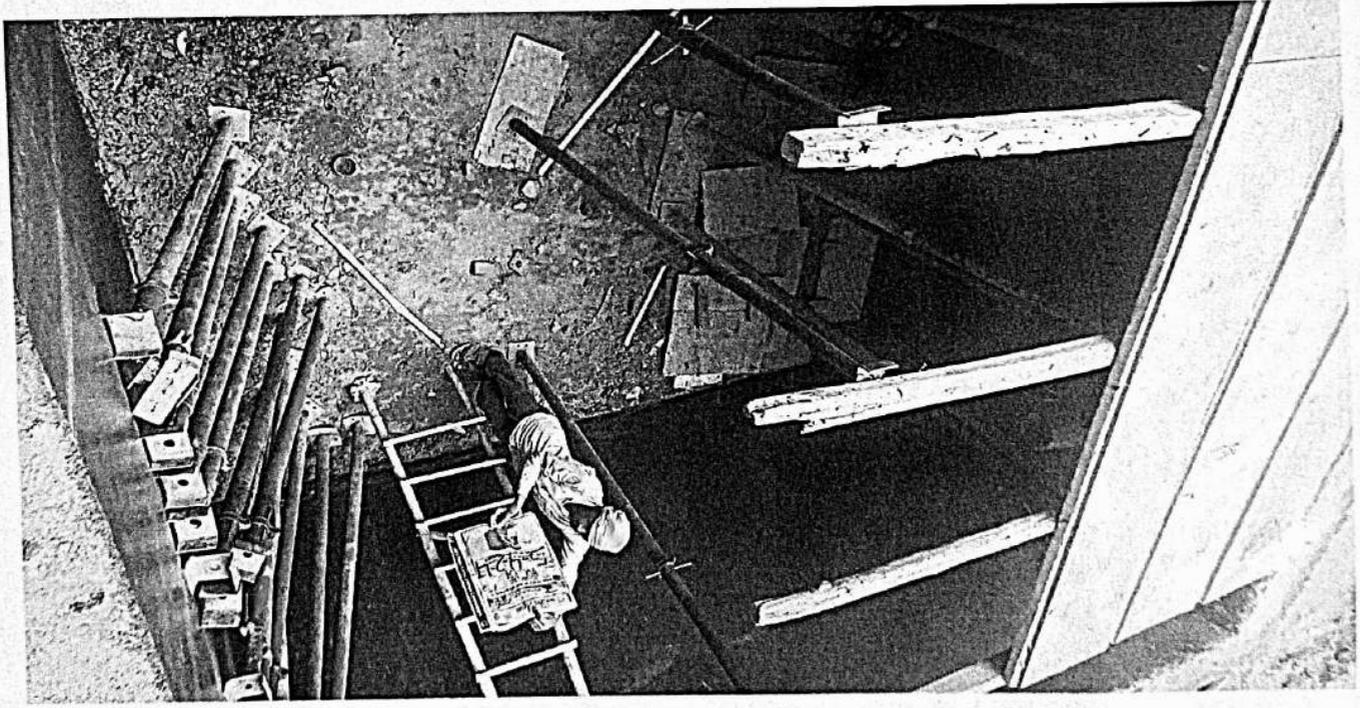
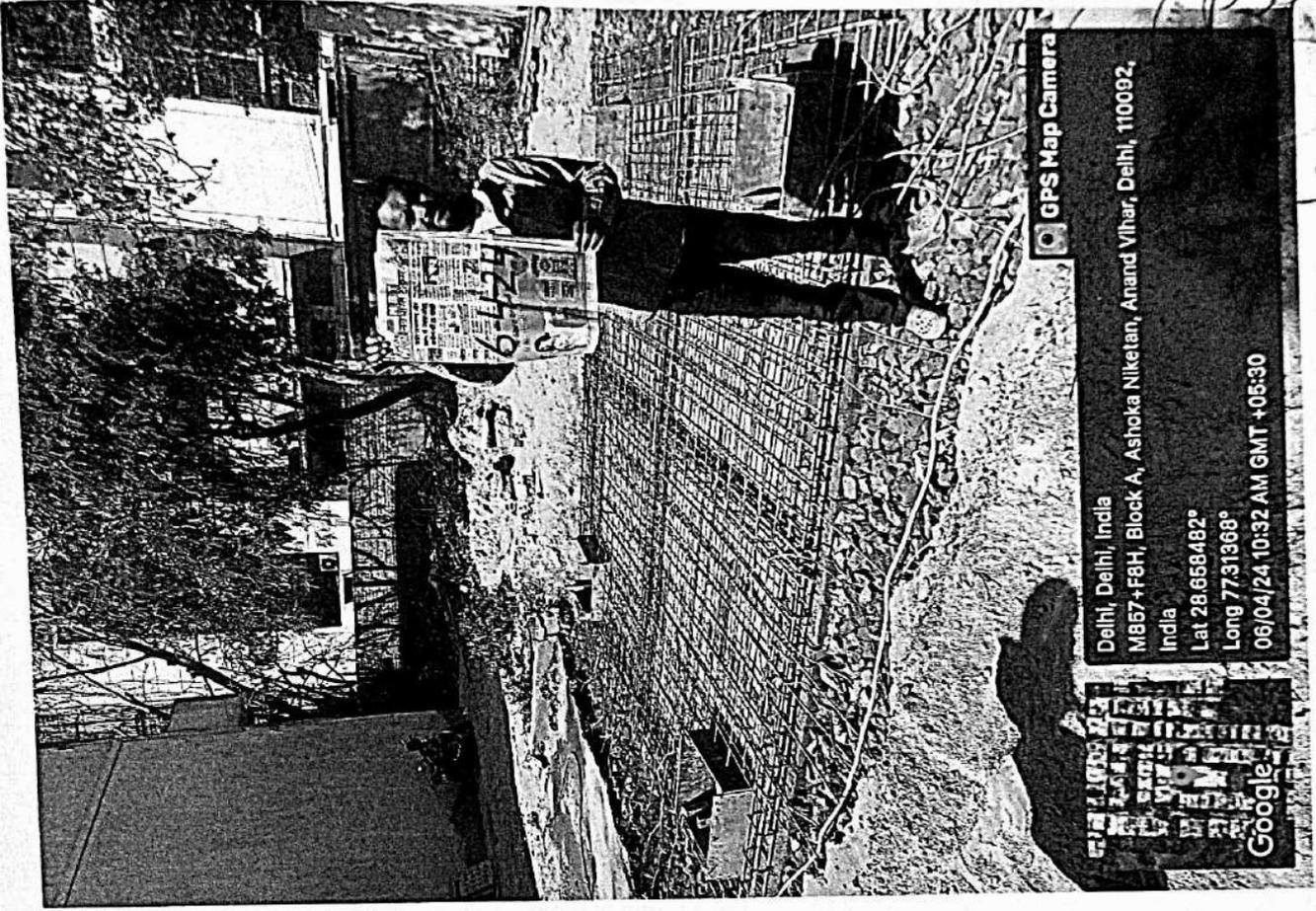
$$D = 3.00\text{m}$$

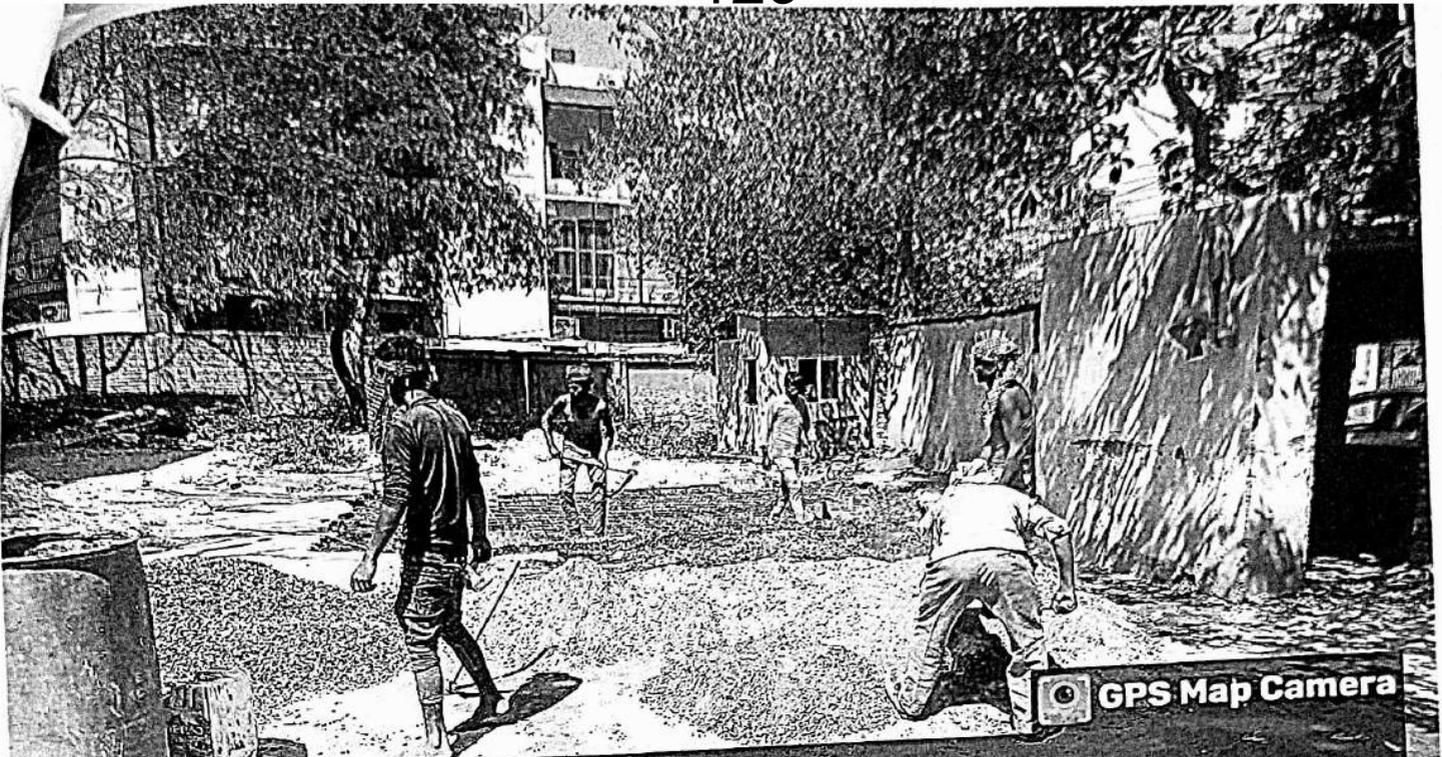
The overall thickness of the walls of the chamber will be 0.35m & inner side plastered with neat cement punning.
 This is the requirement which needs to be fulfilled by you to be eligible for issuance of sufficiency certificate in r/o RWH for your premises at Ashoka Niketan.


 (N.K Sharma)
 Ex. Engineer (M)-59

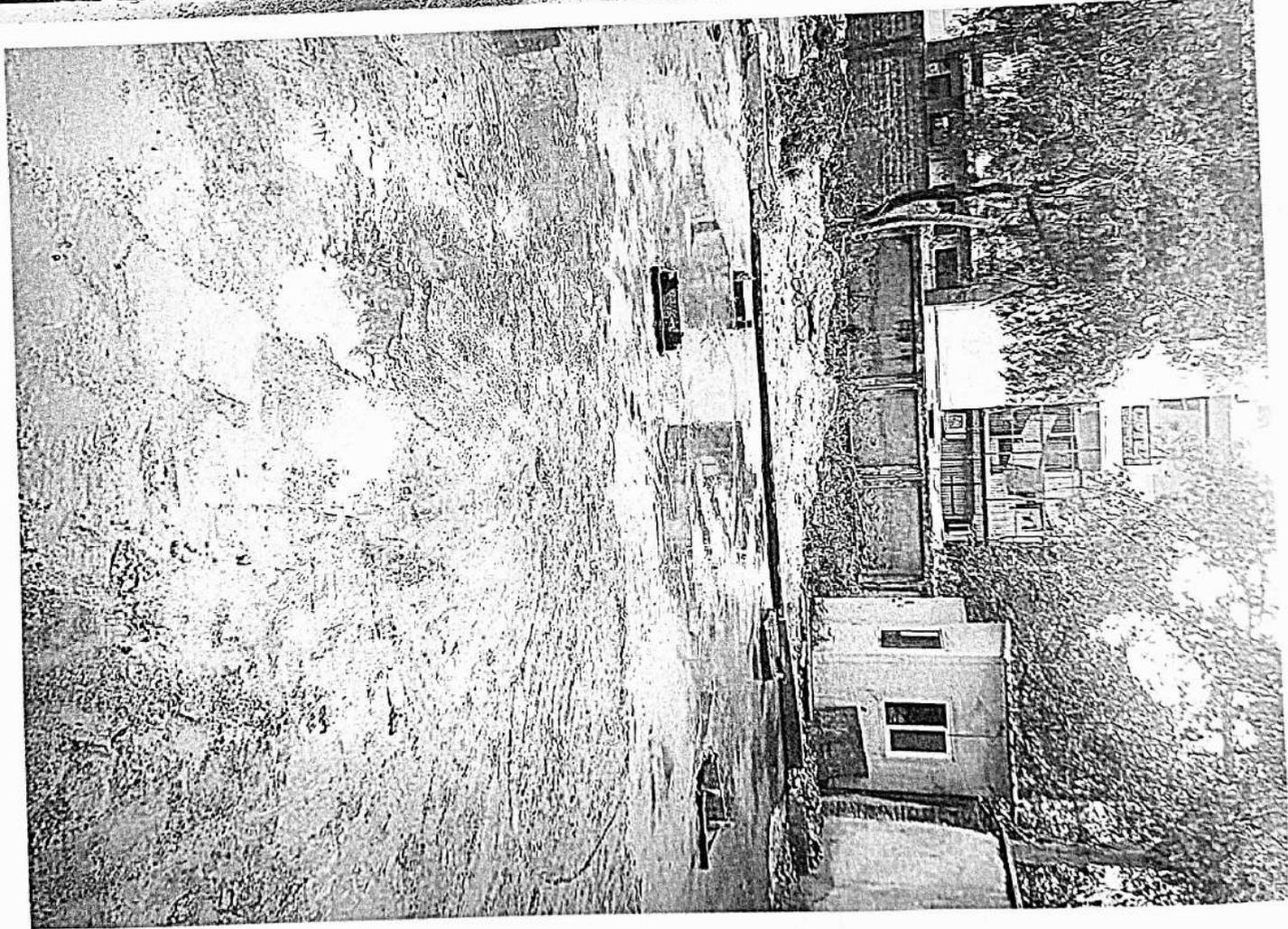
ADVOCATES
P. J.

29





Delhi, Delhi, India
M857+F8H, Block A, Ashoka Niketan, Anand Vihar, Delhi, 110092, India
Lat 28.658548°
Long 77.313715°
06/04/24 10:37 AM GMT +05:30



dc

To
Mr. N.K. Sharma
Ex. Engineer (M)-59
Office of the Additional Chief engineer M-1
Office of the Executive engineer M-59
E Block Park Preet Vihar,
Delhi-110092

Date- 09-04-2024

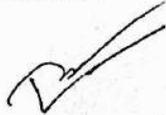
Subject: - Intimation of completion of RWH work

Dear Sir,

This is to inform you that we had received a notice No.- DJB/F.13/EE
(M)-59/2024/1159 dated-12-02-2024.

I like to inform that all the work regarding the rain water harvesting have
been completed in all respect as per the directions. For the reference I
am attaching photos of the site.

Thanks, and Regards



Praveen Tayal

(Authorised Signatory)

Suncity Project Pvt. Ltd.

E.E. (M)-59
No. 132
Date 10-4-2024

P-33

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF SUNCITY PROJECTS PRIVATE LIMITED HELD ON 8TH DAY OF APRIL, 2024 AT SUNCITY BUSINESS TOWER, SECOND FLOOR, SECTOR-54, GOLF COURSE ROAD, GURGAON-122002

"RESOLVED THAT Mr. Praveen Tayal, S/o Late Shri Ram Kumar Aggarwal R/o B-184, Surajmal Vihar, Delhi-110092, be and is hereby authorized to appear before the National Green Tribunal, New Delhi or any other competent Tribunal /Court of law in the matter titled as **"Hirdey Kumar Goel & Ors vs Govt. of NCT of Delhi & Ors"** bearing M.A NO 75/2022 in Original Application No. 400/2022 and to sign, execute and file reply, revisions, appeal, affidavits, agreements, application and to depose and give evidence in the proceedings, to make statements, deposit and withdraw documents, compromise / withdraw petition(s), suit(s), arbitration application(s) / claim for and on behalf of the Company.

RESOLVED FURTHER THAT Mr. Praveen Tayal, S/o Late Shri Ram Kumar Aggarwal R/o B-184, Surajmal Vihar, Delhi-110092, be and is hereby authorized to sign vakalatnama, engage any pleader or advocate and to do all such acts, deeds and things as may be necessary or incidental thereto, in aforesaid matters, for and on behalf of the Company."

**CERTIFIED TO BE TRUE
 For SUNCITY PROJECTS PRIVATE LIMITED**

Laxmi Narain Goel

**LAXMI NARAIN GOEL
 DIRECTOR
 DIN: 00031438**



P-34

THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH Jurisdiction of 2022

MA No 75 IN OA No 40/2022

Hirday Kumar Goel & Ors. PLAINTIFF(S)
APPELLANT(S)
PETITIONER(S)

VERSUS

Govt. of N.C.T. of Delhi & Ors. DEFENDANT(S)
RESPONDENT(S)

VAKALATNAMA

We ~~have~~ ~~Praveen Tawal~~ ~~S/o~~ ~~Late~~ ~~Sh. Ram Kumar Aggarwal~~
~~P.O. B-194, Surajmal Vihar, Delhi.~~ Plaintiff(s) Appellant(s)/
Petitioner(s)/ Defendant(s)/ Respondent(s) in the above Suit/Appeal/Petition/Reference do hereby appoint and retain.

The above named ~~A.R. of Respondent No-5~~ do hereby appoint

~~M/s Suncity Projects Ltd.~~
JAIN & JAIN ASSOCIATES

(Lawyers, Advocates & Arbitrators)

Adv. Nishi Jain (D-1209/1998), Adv. Sunita Jain (D-1863/1999)
Adv. Ashish Jain (D-1509/23) Adv. Prakash Chand Jain (D-1919/2015)
Office No.A-264, Basement, Surajmal Vihar, Main Road, Delhi-110092

Mob. 9891323730, 9891323730

ASHISH JAIN 9891323730
Advocate

To act appear for me/us in the above Suit/Appeal/Petition/Reference and on my/our behalf to conduct a prosecute (or defend) the same in all proceedings that may be taken in respect of any application connected with the same, to execute or order passed therein, including proceedings in taxation and application for Review; to file and obtain return of documents, and receive money on my/our behalf in the said Suit/Appeal/Petition/Reference and in application for review and to represent me/us and to take all necessary steps on my/our behalf in the above matter.

To appoint and instruct any other legal practitioner authorizing him to exercise the Power and authority hereby conferred upon the Advocate whenever he may think fit to do so & to sign the power of attorney of 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 acts, as if done by me/us to all intents and Purposes. And I/We undertake that I/We or my/our duly authorized agent would appear in Court on all hearing & 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 in consequence of his absence from the court when the said case is called up for hearing or for any negligence of the said Advocate or his substitute. The adjournment costs

Whenever ordered by the Court shall be of the advocate and which he shall receive and retain for himself. And I/We the undersigned do hereby agree that in the event of the whole or part 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 and if any costs are allowed for an adjournment, the advocate would be entitled to the same. The fee settled is only for the above case and court.

I/We agree to ratify all acts done by the aforesaid Advocate in pursuance of this authority.

Accepted
ASHISH JAIN
Advocate

Advocate
AVINASH KUMAR
D/1860/2023

Dated this the 01st day of April 2022
For SUNCITY PROJECTS LTD.

Authorized Signatory

Enrollment Number : D/15009/23
A-264 SURAJMAL VIHAR DELHI-110092
Email : consultant.ajp@gmail.com
Ph.: 011-43533730 / 9891323730

Advocate Avinash Kumar

Client Signature :-

Plaintiff(s)/Petitioner(s)/Appellant(s)
Defendant(s)/Respondent(s)/Opposite Party

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