

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 178/2025**

IN THE MATTER OF:

SHIV NADAR TRUST

...APPLICANT

VERSUS

STATE OF HARYANA AND ORS.

....RESPONDENTS

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Date-

Place- New Delhi


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**RESPONSE ON BEHALF OF RESPONDENT NO. 2 & 5 HARYANA
SHAHARI VIKAS PRADHIKARAN (HSVP) TO THE ORIGINAL PETITION
FILED BY SHIV NADAR TRUST ON 21.04.2025 AND IN COMPLIANCE OF
DIRECTIONS OF THIS HON'BLE TRIBUNAL VIDE ORDER DATED
30.04.2025 AND 28.07.2025.**

MOST RESPECTFULLY SHOWETH:

1. That the present Original Application is filed by the Applicant against the impugned Memo No. 113457 dated 08.04.2025 which was issued by Sub Divisional Engineer, Haryana Shahari Vikas Pradhikaran (*hereinafter referred to as "HSPV"*), Haryana, Division No. 4, Faridabad directing removal of encroachment from the HSVP land within a week, failing which an FIR will be lodged against the Shiv Nadar Trust (*hereinafter referred to as the "Applicant"*) for obstructing Government works and hindering public access. A copy of the Impugned Memo no. 113457 dated 08.04.2025 was issued by Sub Divisional Engineer, HSVP, Haryana, Division No. 4, Faridabad is annexed herewith as ANNEXURE P1.
2. That at the outset, it is submitted that the answering respondents strongly deny and dispute each and every allegation made in the present application, except those specifically admitted or are matter of record. It is respectfully submitted that the application is a gross misuse of the legal process and is liable to be dismissed on this ground only. That the applicant is guilty of *suppression-veri*

and *falsio suggestio* and has not come to this Hon'ble Tribunal with clean hands.

3. That the present application contains allegations and pleadings that are vexatious and frivolous, even to the Applicant's own knowledge. It is evident that this litigation is a deliberate misuse of the process of this Hon'ble Tribunal and should be dismissed accordingly.
4. That it is submitted that the said marginal land for which the Memo No. 113457 dated 08.04.2025 was issued is located adjacent to the 30-meter wide Sector-81/82 Dividing Road; however, it does not form part of the road itself. It is an additional strip of land lying between the master road and Sector-82.
5. That it is pertinent to highlight that the land bearing Khasra No. 14//7 min (2-8), 13 (3-8), 14 min (4-0), 17 (4-0) of Village Bhatola, Faridabad which includes the marginal land, was acquired by the State of Haryana vide Haryana Government Urban Estates Department Notification dated 14.08.2008 and 30.08.2008 issued u/s 4 and 6 of the Land Acquisition Act, 1894 (*hereinafter referred to as the "Act 1894"*) for the purpose of the development and utilization of the land for Master Road, Sector 75-80, Faridabad. A true copy of the notification dated 14.08.2008 is annexed herewith as **ANNEXURE P2**. A true copy of the notification dated 30.08.2008 is annexed herewith as **ANNEXURE P3**.
6. That the possession of the said land was taken and vests in the State of Haryana and thereafter transferred to HSVP vide award No. 18 dated 27.08.2010. The Relevant extract, as stated in the Award No. 18 dated 27.08.2010, is reproduced herein for the easy reference of this Hon'ble Tribunal:

"The land thus acquired for which possession has been taken, vests in the State of Haryana and on transfer, now vests in Haryana Urban Development authority, free from all encumbrance from today...."

A copy of the Award No. 18 dated 27.08.2010 is annexed herewith as **ANNEXURE P4**.

7. That at the time of issuance of the notification under Section 4 of the Act, the subject land was entirely vacant. The possession was duly taken by the answering respondents vide Rapat Rojnamcha No. 813 dated 27.08.2010 and compensation was fully paid to the erstwhile landowners, the acquisition stands completed in all respects and the right to the land absolutely vested with HSVP. A true copy of the said Rapat Rojnamcha is annexed herewith as **ANNEXURE P5**.
8. That after the constitution of the Faridabad Metropolitan Development Authority (*hereinafter referred to as "FMDA"*) under the Faridabad Metropolitan Development Authority Act, 2018, all roads having a width of 30 meters or more were transferred to FMDA in the year 2021 for the purpose of maintenance. The road in question, Sector - 81/82 Dividing Road, was accordingly transferred to FDMA.
9. That in year 2023, the Applicant, which operates Shiv Nadar School, in Sector-82, Faridabad, proposed to FMDA that it would undertake plantation work on the green belt of Sector/81/82 Dividing Road (measuring approximately 540 meters in length) using its CSR funds. Consequently, a Memorandum of Understanding (*hereinafter referred to as the "MoU"*) was executed between FMDA and the Applicant on 20.07.2023. The scope of the MoU included the adoption of green belt, plantation of trees and shrubs, and ongoing maintenance. The copy of the MoU executed between FMDA and the Applicant dated 20.07.2023 is annexed herewith as **ANNEXURE P6**.
10. That the ownership of this marginal land continued to vest with HSVP and was never transferred to FMDA, as it did not fall in the category of Master Roads. In 2022, HSVP undertook planning and development of the land in accordance with the Layout cum Demarcation Plan of Marginal Land in Sector-82,

Faridabad (Drawing No. DTP (F) 2852/22) dated 03.02.2022. Copy of Layout cum Demarcation Plan of Marginal Land in Sector-82, Faridabad (Drawing No. DTP (F) 2852/22) dated 03.02.2022 is annexed herewith as **ANNEXURE P7**.

11. That, accordingly, the Engineering Wing of HSVP prepared an estimate for the development works to facilitate the auction on the said land. The estimate was sanctioned, and a contractual agency was engaged through the prescribed tender process. The agency commenced work at the site in March 2025, however, the representatives of the Applicant obstructed the execution, claiming rights under the MoU with FMDA.
12. That in light of this obstruction, Memo No. 113457 dated 08.04.2025 was issued by Sub Divisional Engineer, HSVP, Haryana, Division No. 4, Faridabad directing removal of encroachment from the HSVP land within a week, failing which an FIR will be lodged against the Shiv Nadar Trust, on account of obstructing in Government works, hindering public access.
13. That the issue was escalated to senior HSVP authorities, who viewed the Applicant's continued possession of the HSVP marginal land as illegal and unauthorized. Since FMDA was a party to the MoU in question, a communication was sent by the office of the SDE (Survey) Sub Division HSVP, Faridabad, addressed to the Executive Engineer Horticulture, FMDA, vide letter No. 2072 dated 28.04.2025, requesting FMDA to clear the marginal land from the Applicant's possession. It was clearly stated that the land had been wrongly included in the MoU, despite not being transferred to FMDA, and that the ownership unequivocally vests with HSVP. A copy of the letter dated 28.04.2025 sent by the office of the SDE (Survey) Sub Division HSVP, Faridabad, addressed to Executive Engineer Horticulture, FMDA, vide letter No. 2072, is annexed herewith and marked as **ANNEXURE P8**.
14. That upon receipt of the abovementioned letter dated 28.04.2025, FMDA authorities investigated the issue and held that the rights to the marginal land

vest with HSVP, and thereafter FMDA issued a memo dated 09.05.2025 to the Applicant terminating the MOU. Relevant extract of the Memo dated 09.05.2025 has been extracted for the easy reference of this Hon'ble Tribunal:

- (i) *Immediately, cease all activities under the purview of the said MoU.*
- (ii) *Refrain from asserting any continuing rights or entitlements under the said MOU.*
- (iii) *Advising the Shiv Nadar Trust to shift/transplant/relocate the plants which are of young age, to some other nearby dedicated green belts of FMDA or to some other place of their choice entirely at its own costs and expenses.*
- (iv) *HSVP is competent authority to take the possession.*

Copy of the letter terminating the MOU between FMDA and Shiv Nadar Trust vide memo dated 09.05.2025 is annexed herewith as **ANNEXURE P9**.

15. That as on the present date, the Trust has not complied with the directions issued by FMDA vide letter dated 09.05.2025, particularly with respect to relocating the plant to the designated site, resulting in a delay in the execution of development works on the Marginal Land, Sector-82. The termination letter dated 09.05.2025 clearly stated:

"If so advised, you may shift/transplant/relocate the plants, which are of young age, to some other nearby dedicated green belts of FMDA or to some other place of their choice entirely at your own costs and expenses."

"Please take notice that this termination is final and binding, and you are advised to comply fully and promptly with the directives contained herein."

"... You shall also not, at any point of time, raise any claim in relation to the land, moveable or immovable property, plants, trees, horticulture,

architectural features etc., whether such property pre-existed or provided by your trust itself, as provided in Clause 4(ix) of the MoU.”

16. That the Applicant's reliance on the observations made by Hon'ble Punjab and Haryana High Court vide its order dated 29.07.2022 in case CWP NO. 16494 of 2022 titled as "*Shree Energy developers Pvt. Ltd Vs State of Haryana and Ors.*" and connected matters, including CWP No. 9670 of 2023 titled as "*Shiv Nadar Trust and Anr. /s State of Haryana and Ors.*" are entirely misplaced.
17. It is pertinent to note that Respondent No. 3, in their reply dated 11.07.2025 to the Original Application, has annexed a copy of the report dated 09.06.2025 prepared by a three-member committee constituted under the supervision of the Green Planner, Urban Environment Division, FMDA. This report is placed on record as Annexure R/4 of the Reply by Respondent No. 3.
18. As per the site inspection report dated 09.06.2025, the said committee was formed to verify the Applicant's claim of having 8,000 plants on the land in question, including their number, size, and category. The committee inspected the site on 05.06.2025, 06.06.2025, and 07.06.2025 and found only 2,175 plants, as against the Applicant's claim of 8,000.
19. The report further records that out of the 2,175 plants, 23 plants had a girth between 30 cm and 40 cm, which could not have been achieved if planted after July 2023. Therefore, these plants were naturally grown prior to the execution of the MoU dated 20.07.2023. The remaining 2,154 plants comprised 1,511 plants with a girth of 1–10 cm, 517 plants with a girth of 10–20 cm, and 124 plants with a girth of 20–30 cm, all of which can be easily shifted or relocated to a suitable site.
20. That the Applicant has averred that that a water body exists over the land in question. However, no such fact of any water body has been mentioned in the MoU, and the Applicant in their application has averred that the Plot was vacant when the MoU was executed. A small water pit dug by the Application

can't be termed as a water body; furthermore, the marginal land in question does not fall under the green belt.

21. That in view of the above, it is the MoU between FMDA and Applicant stands terminated, and the responsibility of relocating the plants lies solely with the Applicant. However, despite clear directions, the Applicant has failed to comply, thereby causing delays in the development work. This, in turn, is likely to result in a delay in the handing over of HSVP properties and consequent financial losses to HSVP.

PARYER

It is therefore most respectfully prayed that in light of facts and circumstances as well as submissions hereinabove, this Hon'ble Tribunal may;

- a. Be pleased to dismiss the present original application, in the interest of justice.
- b. The Hon'ble Tribunal may be pleased to issue any other appropriate order or direction as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the instant case.

Date-
Place- New Delhi


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AFFIDAVIT

I, Vikas Dhanda S/o Sh. Om Prakash Dhanda, aged about 37 years, posted as Estate Officer-II, HSVP, Faridabad, do hereby solemnly affirm and declare as under:



1. That I am the Authorized Representative of the Respondents No. 2 and 5 and am well conversant with the facts of the case, and am competent to swear this affidavit.
2. That the deponent has gone through the contents mentioned in the accompanying response, which are true and correct to the best of my knowledge and belief. No part of it is wrong, and nothing material has been concealed or misstated.
3. That the Annexures to the accompanying Application are true/certified copies of their respective originals.


DEPONENT

Verification:-

Verified that the contents of the above affidavit are true and correct to my knowledge and belief. Nothing material has been concealed or misled therein.

Verified at Faridabad on this ___ day of _____ of 2025.

Certified that the above was deposed on oath / affirmation before me on this _____ day of _____ 20____ by _____ who has been identified by _____ who is personally known to me the contents of the above were explained to the Deponent

R. S. RAJTELA
Dist. Commissioner, Faridabad


DEPONENT

Shiv Nadar
Public School Sector-82,
Faridabad.

Memo No.

Dated.

Sub. : Removal of encroachment from HSVP land for development of marginal land Sector-82, Faridabad.

It has been observed that you have encroached the HSVP land by planting trees on fixed bar fencing all over the land which is coming in the alignment of road. In addition to this you have made a pond also for watering to tree/plants in the alignment of roads.

You are hereby directed to remove encroachment from the HSVP land in shape of Bar fencing, plantation of tree & ponds which are coming in the alignment of within week positively failing which FIR will be lodged against you on account obstructing in Government works hindering public access.

Sub Divisional Engineer,
HSVP Sub Division No.4,
Faridabad.

Endst. No.

113467, 68.

Date..

8/4/25

A copy of above is forwarded to the following for information and further necessary action.

1. The Estate officer, HSVP Faridabad.
2. The Executive Engineer-I, HSVP Faridabad.

Attested

Kayle
Sub Divisional Engineer
HSVP, Sub Division No.4
Faridabad.

Kayle
Sub Divisional Engineer,
HSVP Sub Division No.4,
Faridabad.

HARYANA GOVERNMENT
URBAN ESTATES DEPARTMENT
NOTIFICATION

Annexure P-2

No.LAC(T)/NTLA/2008/

303

Dated 14/8/08

Whereas it appears to the Governor of Haryana that the land described in the specification below is required for the public purpose namely for the development and utilization of land for master plan roads of Sectors 75 to 89 as per the Development Plan of Faridabad and falling in villages Murtezapur, H.B.No. 97, Nimka, H.B.No. 96, Faizpur Majra Nimka, H.B. No. 98, Bhatola, H.B.No.115, Badoli, H.B.No.116, Pehlampur Majra Badoli, H.B.No.117, Budhena, H.B.No.124, Kheerikhal, H.B.No.114, Faridpur, H.B.No.99, Kheerikalai, H.B.No.113, Baselwa, H.B.No.125 Riwazpur, H.B.No.142, Badshahpur, H.B.No.140, Palwali, H.B.No.138, Wazirpur, H.B.No.137, Mawai, H.B.No.126, Bhupani, H.B.No.143, Tikawali, H.B.No.131, Faridabad, H.B.No.123 Tehsil and District Faridabad. This land will be utilized by Haryana Urban Development Authority for construction of roads.

And whereas in pursuance of the provisions of section 14 of the said Act, the Governor of Haryana is satisfied the said land is required for the aforesaid purpose. It is hereby notified that the said land described in the specification below is likely to be required for the aforesaid purpose and the Land Acquisition Collector, Urban Estates, Haryana, Sector 12, Faridabad shall cause public notice of the substances of his notification to be given at convenient places in the locality.

This notification is made under the provision of section 4 read with section 17 of the Land Acquisition Act, 1894 for the information of all to whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana hereby authorize the officers with their servants and workman for the time being engaged in the undertaking to enter upon the survey the land in the locality and to do all other acts required or permitted by that section.

Further, whereas the Governor of Haryana is of the opinion that the land required for the aforesaid purpose is an urgent and important and section 17 of the said Act is applicable, it is hereby directed under sub-section (4) of section 17 of the said Act that the provisions of section 5A of the said Act shall not apply in regard to this acquisition.

The plan of the land may be inspected in the office of Land Acquisition Collector, Urban Estates, Haryana, Sector 12, Faridabad and District Town-Planner, Faridabad.

SPECIFICATION

District	Tehsil	Village/ Locality and H.B.No.	Area in Acres.	Rect./khasra No.
Faridabad	Faridabad	Murtezapur H.B.No. 97	28.99	17 20/1 (2-0), 21 min (5-7), 22/1 min(0-17) 18 22/2(J-14), 23 min(6-5), 24(6-19). 25/1 min (1-19), 25/2 min (3-8)

Signature

22

3/1(1-9) .3/2(5-18) .7min (west)(4-0) .8(7-18) .13(8-0)
14/1(4-0) .14/2(4-0) .16/2min (west)(4-0) .17 (8-0),
18min (east)(4-0) .23min (East)(4-0) .24(8-0) .25/1
(0-13) .25/2min (west)(3-7)

25

4(8-0) .5/1(2-10) .5/2min (west)(1-10) .6min (west)
(1-18) .7(8-0) .14/1(3-3) .14/2(4-17) .15/1(0-13),
15/2(1-8) .16/1(0-15) .16/2(1-0) .16/3(0-11) .17/1
(0-10) .17/2(7-10) .24(6-15).

27

4(2-15) .29min(west)(3-6) .35min(0-10)

Faridabad Faridabad Bhatola 135.86
H.B.No.115

4

8(2-7) .13(7-4) .14(0-10) .16(0-6) .17(5-18) .18(8-0)
24 min (south)(4-0) .25 min (south)(1-17)

5

7 min(4-0) . 8(2-13) . 13 min (north)(4-19) .14/1(6-0) .
14/2(2-0) .17min(4-0)

9

17min(0-4) .18min (east)(2-7) .23min(east)(4-0) .24(4-3)

11

3min (east)(4-0) .4min (west)(7-0) .7/2(7-0) .8min
(east)(4-0) .13min (east)(4-0) .14min (west)(7-0) .17/1
min (west) (0-16) .17/2/1/1(2-13) .17/2/1/2(0-17)
17/2/2(1-14) .18/1min (east)(3-9) .18/2min (east)
(0-12) .23/1min (east) (2-12) .23/2(0-10) .24/1(0-10) .
24/2min (west)(4-7) .24/3min (west)(1-8).

14

7 min (west) (2-8) .8(0-2) .13(3-8) .14 min (west)(4-0)
17 min (west) (4-0) .18/1(0-17) .18/2(3-0) .18/3(3-13)
23(7-4) .24 min (west)(4-0) .26(0-16)

Sumit Singh

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3/2 min (west)(4-0) , 4/1(1-0) , 4/2(6-0) , 7/1 min (west)
 (3-0) , 7/2(4-0) , 8/1(1-10) , 8/2(1-10) , 8/3 min (east)
 (1-0) , 13/1 min (east)(2-14) , 13/2 min (east) (1-
 3) , 14/1(1-0) , 14/2(6-0) , 17 min (west)(7-0) , 18/1 min
 (west)(1-6) , 18/2 min (west)(2-11) , 23 min (west)(3-13)
 24/1 min (west)(0-10) , 24/2 min (west)(6-10)

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 (west) (4-0) , 13min (east)(4-0) , 14/1(4-7) , 14/2min
 (west) (1-11) , 17/1min (west)(3-0) , 17/2(4-0) , 18min
 (east)(4-0) , 23min (East)(4-0) , 24/1(6-0) , 24/2min
 (west) (1-0) , 26(1-2).

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21(0-5)

22

16min (south) (2-15) , 17min (south)(4-0) , 18min
 (south)(4-0) , 19min (south)(4-0) , 20min(4-0) , 21(8-0)
 22(8-0) , 23/1(2-0) , 23/2 (2-0) , 23/3(4-0) , 24(8-0) , 25
 (7-10).

23

3min (east)(4-0) , 4/1(6-0) , 4/2 min (west)(1-0) , 7min
 (west)(7-0) , 8min (east)(4-0) , 13min (south)(4-9)
 14min (west)(7-6) , 15min (west)(0-1) , 16min
 (south)(4-11) , 17(7-15) , 18/1(1-15) , 18/2(3-5) , 19 min
 (north)(3-7) , 19/2min (south) (1-0) , 20/2min (south)
 (4-0) , 21(8-0) , 22(8-0) , 23/1(5-0) , 23/2(2-17) , 24/1
 (1-17) , 24/2(3-3) , 25(8-0).

24

16min(south)(3-17) , 17min(south)(4-0) , 18min (south)
 (4-0) , 19/1 min(south)(1-12) , 19/2 min(south)(3-0) , 20
 min(south)(4-0) , 21/1(2-4) , 21/2(2-17) , 21/3(2-19) , 22/1
 (0-12) , 22/2(4-8) , 22/3(2-0) , 23/1(4-0) , 23/2(4-0) , 24
 (8-0) , 25(6-12) , 26(1-2) , 27(1-0).

under Signet
 out

25

16/1 min(south)(3-19), 17/1(0-7), 17/2 min(south)(3-0)
 18min(south)(4-0), 19min(south)(4-0), 20/1 min(south)
 (3-15), 20/2(0-5), 21(8-0), 22(8-0), 23(8-0), 24/1(2-0),
 24/2(4-13), 25/1(3-7), 25/2(4-13), 24min(3-3).

26

3 min(east)(3-13), 4 min(west)(7-0), 7 min(west)(7-0), 8
 min(east)(3-13), 13 min(east)(3-19), 14/1 min(west)
 (1-8), 14/2min(west)(5-15), 16/1 min(west)(1-8), 16/2
 (3-4), 17 min(south)(8-0), 18/1min(6-12), 18/2(0-13), 19
 min(south)(4-0), 20 min(south)(4-0), 24/1 min(east)
 (0-13), 24/2(3-7).

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16 min(south)(3-10), 17 min(south)(1-0), 18 min(south)
 (2-5), 23(0-2), 24(0-2)

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4 min(east)(4-0), 5 min(east)(7-0), 6 min(east)(1-12), 7
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7/2(2-0), 8min(east)(6-7), 13/1min(east)(4-0), 13/2(2-0),
14/1(6-3), 14/2(1-17), 17(8-0), 18(4-13), 23/1min
(East)(3-12), 23/3min(east)(2-8), 24(8-0), 26(1-7).

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1min (north)(4-0), 2 min (north)(4-0), 3 min (north)
(4-0), 4 min (north)(4-0), 5 min (north)(4-0)

33

1min(north)(1-0)

35

3/1min(east)(3-1), 3/2min(east)(0-19), 4(8-0), 7/1(6-17),
7/2(1-3), 8min(east)(4-0), 13 min(east)(4-0), 14(8-0),
17(8-0), 18 min(east)(4-0), 23/1(0-19), 23/2 min(east)
(3-1), 24(8-0)

38

5/1(0-7), 5/2min(west)(0-16), 6min(west)(3-11), 7(0-14),
14 min(east)(3-17), 15 min(west)(4-0), 16 min(west)
(4-0), 17 min(East) (4-0), 24/2 min(East)(0-19), 24/3
min(East)(1-9), 24/4 min(East)(1-2), 25 min(East)
(4-0)

39

4 min(east) (4-0), 5 min(west) (4-0), 6 min(west)(3-6),
7(1-0), 11(7-17), 120min(0-11), 122min(0-13)

42

3 min(east) (4-0), 4(8-0), 7(8-0), 8 min(east)(4-0), 13
min(east)(4-0), 14(8-0), 17/1(3-7), 17/2(2-13), 18
min(east)(4-0), 23 min(east)(4-0), 24(8-0).

45

3/1min(east)(3-1), 3/2min(east)(0-16), 4(8-0), 7(8-0),
8min(east)(4-0), 13/2min (east)(4-0), 14(8-0), 17(8-0),
18/1 min(east)(3-7), 18/2 min(east)(0-13), 23
min(east)(4-0), 24/1(0-13), 24/2(3-7), 24/3(4-0).

49

3 min(east)(4-0), 4(8-0), 7(8-0), 8/1(1-0), 8/2
min(east)(3-0), 13 min(east)(4-0), 14/1(0-1), 14/2

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(5-19), 14/3(0-1), 14/4(3-19), 17/1(2-8), 17/2(5-11),
3(0-1), 18/1 min(east)(4-0), 23 min(east)(4-0), 24 (7-9).

51

3 min(east)(3-2), 4/1(0-6), 4/2(0-6)

Faridabad:Faridabad Badoli 31.47

F.B.No.116

3

16(0-9), 17(6-4)

5

25(0-9)

12

5(2-16)

14

6(0-13), 15min(west)(3-18), 16min(west)(4-0), 25/1 min
(west)(2-0), 25/2(2-0)

16

12/2(5-7), 19/1(4-18), 22/2(5-13).

21

2/2(5-16), 8(0-7), 9/1(5-13), 12/2/1(0-1), 12/2/2(5-5)
13min(U-18), 19min(S-0), 22min(0-14).

21

5/1(4-0), 6/2(4-0), 15/1(3-15), 16min(west)(4-0), 25min
(west)(4-0)

28

5/1(0-12), 5/2(0-7), 5/3(1-1), 6(8-0), 15(7-3), 16(8-0),
25(8-0)

30

9/1(0-7), 12/2min(2-12), 13/1(1-2), 18min(3-7),
19/1/1(2-1)

35

2/2(1-6), 3min(1-3), 8min(5-3), 12/1/2(11-6).

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105

18/2min(1-2). 23min(east)(4-0). 24(8-6).
25min(west)(4-0)

90

3min(4-0). 4(8-0). 5min(west)(4-0). 6/1min
(1-0). 6/2(3-0). 7(6-0). 8/1(1-10). 8/2min
(east)(2-10). 13/2min(4-0). 14/1(3-0). 14/2
(5-0). 15/1(4-0). 16/2(2-10). 17/1(1-0). 17/2
(4-0). 17/3(3-0). 18/1(0-10). 18/2(2-17).
18/3min(0-3). 23/1min(2-0). 23/2min(0-11).
24/1(0-1). 24/2(7-16). 25/1(2-10). 25/2min
(1-10). 26(1-10)

92

3/1(0-1). 4/1(3-13). 4/2(0-3). 4/3(0-14).
5min(4-0). 6min(0-12). 224min(0-5).
125min(1-13).

Paridabad

Paridabad 21, 28
H.B.No. 123

1819min(0-12). 1820min(0-5). 1817min(0-13).
1818(0-6). 1821(4-14). 1822(2-6). 1823(3-9).
1824(0-10). 1825min(3-8). 1826min(3-10).
1827(0-2). 1828(0-3). 1829(0-13). 1830(0-3).
1831(0-4). 1832min(3-8). 1833(0-14).
1834min(0-5). 1861min(west)(0-13). 1863min
(1-15). 1865(2-3). 1866(0-11). 1867(0-10).
1868min(3-2). 1869min(0-3). 1842(0-10)

Sumnder Singh
P.D. Dasi

SPECIAL SECRETARY TO GOVT. HARYANA
URBAN STATISTIS DEPARTMENT

Deu & P
H

HARYANA GOVERNMENT
URBAN ESTATES DEPARTMENT
NOTIFICATION

No LAC(F)/NTLA/2008/309 Dated: 30-8-08

Whereas it appears to the Governor of Haryana that the land described in the specification below is required for the public purpose namely utilization of land for master plan roads of Sectors 75 to 89, as per development plan of Faridabad and area lying in villages Murtezapur, H.B. No. 97, Mirika, H.B. No. 96, Faizpur Majra Mirika, H.B. No. 98, Bhalola, H.B. No. 115, Badoli, H.B. No. 116, Pehladpur Majra Badoli, H.B. No. 117, Budhena, H.B. No. 124, Kherikhurd, H.B. No. 114, Faridpur, H.B. No. 99, Kherkalan, H.B. No. 113, Baselwa, H.B. No. 125, Riwazpur, H.B. No. 142, Badshahpur, H.B. No. 140, Palwall, H.B. No. 138, Wazirpur, H.B. No. 137, Mawai, H.B. No. 126, Bhupani, H.B. No. 143, Tikawali, H.B. No. 131, Faridabad, H.B. No. 123, Tehsil and District Faridabad for which notification no. LAC(F)-2008/NTLA/305 dated 14.8.08 has been issued under section 4 read with section 17 of the Land Acquisition Act, 1894 and published in the Haryana Government Gazette (Extra Ordinary). It is already declared that the land described in the specification below is required urgently for the above purpose.

This declaration is made under provision of Section 6 of the Land Acquisition Act, 1894 for the information of all to whom it may concern and under the provision of Section 7 of the said Act, the Land Acquisition Collector, Urban Estates, Haryana, Sector-12, Faridabad is hereby directed to take orders for the acquisition of the said land. In view of the urgent importance of the acquisition the Government of Haryana in exercise of the power under section 17 of the said Act, is further pleased to direct the Land Acquisition Collector, Urban Estate, Haryana, Faridabad shall proceed to take possession of the land herein specified in accordance herewith.

The plan of the land may be inspected in the following offices:-

1. The Land Acquisition Collector, Urban Estates, Haryana, Sector-12, Faridabad
2. The District Town Planner, Faridabad.

SPECIFICATION

District	Tehsil	Village/ Locality & H.B. No.	Area in Acres	Rect. / Khasra No.
Faridabad	Faridabad	Murtezapur H.B. No. 97	20.89	17 20/1(2-0), 21min(5-7), 22/1min(6-17)
				18 22/2(3-14), 23min(5-6), 24min(1-19) 25/1min(1-18), 26/2min(8-8)

22

3/1(1-9) ,3/2(5-18) ,7min (west)(4-0) ,8(7-18) ,13(8-0)
14/1(4-0) ,14/2(4-0) ,16/2min (west)(4-0) ,17 (8-0),
18min (east)(4-0) ,23min (East)(4-0) ,24(8-0) ,25/1
(0-13),25/2min (west)(3-7)

25

4(8-0) ,5/1(2-10) ,5/2min (west)(1-10) ,6min (west)
(1-18) ,7(8-0) ,14/1(3-3) ,14/2(4-17) ,15/1(0-13),
15/2(1-8) ,16/1(0-15) ,16/2(1-0) ,16/3(0-11) ,17/1
(0-10) ,17/2(7-10) ,24(6-15) .

27

4(2-15),29min(west)(3-6),35min(0-10)

Faridabad Faridabad Bhatola 135.86
H.B.No.115

4

8((2-7) ,13(7-4) ,14(0-10) ,16(0-6) ,17(5-18) ,18(8-0)
24 min (south)(4-0) ,25 min (south)(1-17)

5

7 min(4-0) , 8(2-13) , 13 min (north)(4-19) ,14/1(6-0) ,
14/2(2-0) ,17min(4-0)

2

17min(0-4) ,18min (east)(2-7) ,23min(east)(4-0) ,24(4-3)

11

3min (east)(4-0) ,4min (west)(7-0) ,7/2(7-0) ,8min
(east)(4-0) ,13min (east)(4-0) ,14min (west)(7-0) ,17/1
min (west) (0-16) ,17/2/1/1(2-13) ,17/2/1/2(0-17)
17/2/2(1-14) ,18/1min (east)(3-9) ,18/2min (east)
(0-12) ,23/1min (east) (2-12) ,23/2(0-10) ,24/1(0-10) ,
24/2min (west)(4-7) ,24/3min (west)(1-8).

14

7 min (west) (2-8) ,8(0-2) ,13(3-8) ,14 min (west)(4-0)
17 min (west) (4-0) ,18/1(0-17) ,18/2(3-0) ,18/3(3-13) ,
21(7-4) ,24 min (west)(4-0) ,26(0-16)

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16

3/2 min (west)(4-0) ,4/1(1-0) ,4/2(6-0) ,7/1 min (west)
(3-0) , 7/2(4-0) ,8/1(1-10) ,8/2(1-10) , 8/3 min (east)
(1-0) ,13/1 min (east)(2-1-4) , 13/2 min (east) (1-
3) ,14/1(1-0) , 14/2(6-0) ,17 min (west)(7-0) ,18/1 min
(west)(1-6) ,18/2 min (west)(2-1-1) ,23 min (west)(3-1-3)
24/1 min (west)(0-10) ,24/2 min (west)(6-10)

19

3/2(3-18) ,4min (west)(7-0) ,7min (west)(7-0) , 8min
(west) (4-0) ,13min (east)(4-0) ,14/1(4-7) ,14/2min
(west) (1-11) ,17/1min (west)(3-0) ,17/2(4-0) ,18min
(east)(4-0) ,23min (east)(4-0) ,24/1(6-0) ,24/2min
(west) (1-0) ,26(1-2).

21

21(0-5)

22

16min (south) (2-15) ,17min (south)(4-0) , 18min
(south)(4-0) , 19min (south)(4-0) ,20min(4-0) ,21(8-0)
22(8-0) ,23/1(2-0) ,23/2 (2-0) ,23/3(4-0) ,24(8-0) ,25
(7-10).

23

3min (east)(4-0) ,4/1(6-0) ,4/2 min (west)(1-0) ,7min
(west)(7-0) ,8min (east)(4-0) ,13min (south)(4-0)
14min (west)(7-6) ,15min (west)(0-1) ,16min
(south)(4-11) ,17(7-15) ,18/1(1-15) ,18/2(3-5) ,19/1min
(north)(3-7) ,19/2min (south) (1-0) ,20/2min (south)
(4-0) ,21(8-0) ,22(8-0) ,23/1(3-0) ,23/2(2-17) ,24/1
(1-17) ,24/2(3-3) ,25(8-0).

24

16min(south)(3-17) ,17min(south)(4-0) , 18min (south)
(4-0) ,19/1 min(south)(1-12) ,19/2 min(south)(3-0) ,20
min(south)(4-0) ,21/1(2-4) ,21/2(2-17) ,21/3(2-19) ,22/1
(0-12) ,22/2(4-8) ,22/3(2-0) ,23/1(4-0) ,23/2(4-0) ,24
(8-0) ,25(6-12) ,26(1-2) ,27(1-0).

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25

16/1 min(south)(3-19), 17/1(0-7), 17/2 min(south)(3-0)
 18min(south)(4-0), 19min(south)(4-0), 20/1 min(south)
 (3-15), 20/2(0-5), 21(8-0), 22(8-0), 23(8-0), 24/1(2-0),
 24/2(4-13), 25/1(3-7), 25/2(4-13), 94min(3-3).

26

3 min(east)(3-13), 4 min(west)(7-0), 7 min(west)(7-0), 8
 min(east)(3-13), 13 min(east)(3-19), 14/1 min(west)
 (1-8), 14/2min(west)(5-15), 16/1 min(west)(1-8), 16/2
 (3-4), 17 min(south)(8-0), 18/1min(6-12), 18/2(0-13), 19
 min (south)(4-0), 20 min(south)(4-0), 24/1 min(east)
 (0-13), 24/2(3-7).

27

16 min(south)(3-10), 17 min(south)(1-0), 18 min(south)
 (2-5), 23(0-2), 24(0-2)

28

4 min(east)(4-0), 5 min(east)(7-0), 6 min(east)(1-12), 7
 min(east)(4-0), 14 min(east)(4-0), 17min(east)(3-16)
 24(0-13), 25/1 min(east)(4-2).

29

1/1min(north)(1-3), 1/2min(north)(2-17), 2 min(north)
 (4-0), 3/1(4-10), 3/2 min(north)(0-10), 4 min(north)
 (4-0) 5 min(north) (4-0), 27min(10-8)

30

1 min(north)(4-0), 2 min(north)(4-0), 3/1 min(north)
 (0-10), 3/2 min(north)(3-10), 4 min(north)(4-0), 5/1
 min(north) (1-17), 5/2min(north)(2-0)

31

1min(north)(4-0), 2/1(1-10), 2/2min(North) (1-0),
 2/3min(North)(2-5), 3/1(4-0), 3/2(1-1), 3/3(2-19),
 4/1(2-3), 4/2(5-1), 5/1(0-15), 5/2/1min(North) and
 5/2/2Min(north)(3-5), 6/3min(north)(0-14), 7/1(6-0).

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81.

7/2(2-0), 8min(east)(6-7), 13/1min(east)(4-0), 13/2(2-0),
14/1(6-3), 14/2(1-17), 17(8-0), 18(4-13), 23/1min
(East)(3-12), 23/2min(east)(2-8), 24(8-0), 26(1-7).

32

1min (north)(4-0), 2 min (north)(4-0), 3 min (north)
(4-0), 4 min (north)(4-0), 5 min (north)(4-0)

33

1min(north)(1-0)

35

3/1min(east)(3-1), 3/2min(east)(0-19), 4(8-0), 7/1(6-17),
7/2(1-3), 8min(east)(4-0), 13 min(east)(4-0), 14(8-0),
17(8-0), 18 min(east)(4-0), 23/1(0-19), 23/2 min(east)
(3-1), 24(8-0)

38

5/1(0-7), 5/2min(west)(0-16), 6min(west)(3-11), 7(0-14),
14 min(east)(3-17), 15 min(west)(4-0), 16 min(west)
(4-0), 17 min(East) (4-0), 24/2 min(East)(0-19), 24/3
min(East)(1-9), 24/4 min(East)(1-12), 25 min(East)
(4-0)

39

4 min(west) (4-0), 5 min(west) (4-0), 6 min(west)(3-6),
7(1-0), 119(7-17), 120min(0-11), 122min(0-13)

42

3 min(east) (4-0), 4(8-0), 7(8-0), 8 min(east)(4-0), 13
min(east)(4-0), 14(8-0), 17/1(5-7), 17/2(2-13), 18
min(east)(4-0), 23 min(east)(4-0), 24(8-0).

45

3/1min(east)(3-4), 3/2min(east)(0-16), 4(8-0), 7(8-0),
8min(east)(4-0), 13/2min (east)(4-0), 14(8-0), 17(8-0),
18/1 min(east)(3-7), 18/2 min(east)(0-13), 23
min(east)(4-0), 24/1(0-13), 24/2(3-7), 24/3(4-0).

49

3 min(east)(4-0), 4(8-0), 7(8-0), 8/1(1-0), 8/2
min(east)(3-0), 13 min(east)(4-0), 14/1(0-1), 14/2

*Bob Smith
PA*

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(3-19), 14/3(0-1), 14/4(3-19), 17/1(2-8), 17/2(5-11),
3(0-1), 18/1 min(east)(4-0), 23 min(east)(4-0), 24 (7-9).

51
3 min(east)(3-2), 4/1(0-6), 4/2(0-6)

Faridabad Faridabad Badoli 31.47
H.B.No.116

3
16(0-9), 17(6-4)

5
25(0-9)

12
5(2-16)

14
6(0-13), 15min(west)(3-18), 16min(west)(4-0), 25/1 min
(west)(2-0), 25/2(2-0)

16
12/2(5-7), 19/1(4-18), 22/2(5-13).

21
2/2(5-16), 8(0-7), 9/1(5-13), 12/2/1(0-1), 12/2/2(3-5)
13min(W-18), 19min(5-0), 22min(0-14).

23
5/1(4-0), 6/2(4-0), 15/1(3-15), 16min(west)(4-0), 23min
(west) (4-0)

28
5/1(0-12), 5/2(6-7), 5/3(1-1), 6(8-0), 15(7-3), 16(8-0),
25 (8-0)

30
9/1(0-7), 12/2min(2-12), 13/1(1-2), 18min(3-7),
19/1/1(2-1)

35
2/2(1-6), 3min(4-15), 8min(5-9), 13/1/2(0-6).

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18/2min(1-2), 23min(east)(4-0), 23/2(1),
25min(west)(4-0)

90

3min(4-0), 4(8-0), 5min(west)(4-0), 6/1min
(1-0), 6/2(3-0), 7(4-0), 8/1(1-10), 8/2min
(east)(2-10), 13/2min(4-0), 14/1(3-0), 14/2
(5-0), 15/1(4-0), 16/2(2-10), 17/1(1-0), 17/2
(4-0), 17/3(3-0), 18/1(0-10), 18/2(2-17),
18/3min(0-3), 23/1min(2-0), 23/2min(0-11),
24/1(0-1), 24/2(7-16), 25/1(2-10), 25/2min
(1-10), 26(1-10)

92

3/1(0-1), 4/1(3-13), 4/2(0-3), 4/3(0-14),
5min(4-0), 6min(0-12), 224min(0-5),
125min(4-13)

Prithviabad

Prithviabad 21:28
P.O. No. 123

1819min(0-12), 1820min(0-5), 1817min(0-15),
1818(0-6), 1821(4-14), 1822(2-6), 1823(3-9),
1824(0-10), 1825min(3-8), 1826min(3-10),
1827(0-2), 1828(0-3), 1829(0-13), 1830(0-3),
1831(0-4), 1832min(3-8), 1833(0-14),
1834min(0-5), 1861min(west)(0-13), 1863min
(1-15), 1865(2-3), 1866(0-11), 1867(0-10),
1868min(3-2), 1869min(0-3), 1842(0-10)

Sardar Singh
Prithviabad

[Signature]

SPECIAL SECRETARY TO GOVT. HARYANA
URBAN STATUSES DEPARTMENT

[Signature]

AWARD NO.18 FOR THE YEAR 2010-11

MADE BY SH. ARVIND MALHAN, HCS, LAND ACQUISITION COLLECTOR, URBAN ESTATES, HARYANA, FARIDABAD.

Acquisition of 119.71 acres of land village Bhatola, H.B. No. 115, Tehsil and, District Faridabad.

AWARD:

The Urban Estate Department, Govt. of Haryana vide notification no. LAC(F)-2008/NTLA/303 dated 14.8.2008 published in the Haryana Government Gazette (Extra-ordinary) under section 4 read with section 17 of the Land Acquisition Act, 1894 (hereinafter referred to as the Act) notified that the land which is the subject matter of this award, was required by the Government for public purpose namely for the development and utilization of land for Master Plan Roads of sector 75 to 89, Faridabad as per development Plan of Faridabad under the Haryana Urban Development Authority. Subsequently declaration under section 6 of the Act bearing notification no. LAC(F)-NTLA/2008/309 dated 30.8.2008 was issued. The State Government directed the Collector to acquire the above mentioned land for the purpose mentioned above.

The Land Acquisition Collector, Urban Estates Department, Haryana, Faridabad was directed under section 7 of the Act to take order for the acquisition of the land in question.

AREA OF LAND:

The area given in the notification under section 4 of the Act was 136.86 acres and same land was notified under section 6 of the Act of village Bhatola Tehsil and District Faridabad. The present award deals with the area measuring 119.71 acres. This decrease of 16.15 acres is due to exclusion of de-notified area of 15.81 acres and remaining decrease of 0.34 acres is due to talimajats and actual measurement done by the filed staff at the spot. The details of area under award are given in award statement which has been prepared according to para 36-I of the Financial Commissioner standing order no.28.

CLASSIFICATION OF THE LAND:

The classification of the land under acquisition was intimated to the interested persons through notices issued u/s 9 of the Act, and was also read over to them on 15.4.2010 when they appeared before me and none of the interested persons objected to the classification of land mentioned above.

DEMAND OF THE OWNERS AND OTHERS INTERESTED PERSONS:

The owners and other interested persons concerned were called on 15.4.2010 to appear before me personally or through duly authorized agents to file their claims regarding the compensation etc. The interested persons demanded compensation for their land under acquisition to Rs.2.5 crore per acre. None of the interested persons submitted any documentary proof in support of their contention and led any evidence to substantiate the claim.

MARKET VALUE:

As per Govt. of Haryana circular, the rate of the land for acquisition is fixed by Divisional Level Rate Fixation Committee headed by concerned Divisional Commissioner. The concerned Deputy Commissioner is a member secretary of the said committee. In the present case, the said committee fixed the market rate of Rs.42,00,000/- (Rs. forty two lacs only) per acre for all kind of land which was conveyed to this office by the Deputy Commissioner, Faridabad vide 1802-04/DRA dated 1.6.2010

Keeping in view the potentiality, location of land under award and the rate conveyed by the Deputy Commissioner, I am of the view that the rate fixed by the Divisional Level Rate Fixation Committee, as mentioned above, is just, fair and adequate and hence I am hence the award accordingly.

BUILDING/STRUCTURE, WELL AND TUBEWELLS:

There are some structures in existence on the land under this award but no information in respect of building/structures etc. has not been received from the technical department of HUDA i.e. Executive Engineer, HUDA Division No. 2, Faridabad. Therefore, supplementary award in respect of said structures shall be announced later on.

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TREES:

There are some trees in existence on the land under this award. But assessment in respect of trees has not been received from the technical department of HUDA i.e. Sub Divisional Engineer, HUDA Horticulture Sub Division, Faridabad. Therefore, supplementary award in respect of said trees shall be announced later on.

MODE OF PAYMENT:

The payment will be made to the owners and other interested persons according to their shares entered in the latest record of rights (Jamabandi) and amended to the extent of sanctioned mutations thereafter.

In case of any dispute as to the apportionment of compensation, the amount of compensation will be kept in DAC account till the parties come to the amicable settlement or the dispute is decided in accordance with law. The detailed apportionment is given in the award statement attached with the award file.

COMPULSORY ACQUISITION CHARGES:

In addition to this on account of compulsory nature of acquisition, 30% compulsory acquisition charges will be admissible to interested persons u/s 23(2) of the Act and additional amount on market value at the rate of 12% per annum will also be admissible under section 23(1-A) of the Act from the date of notification u/s 4 to date of award as provided in the amended Land Acquisition Act, 1984.

POSSESSION OF THE LAND:

The possession of the land acquired vide this award except the land which is under order of stay dispossession passed by the Hon'ble High Court in C/WPs of the concerned land owners till today, has been taken over today and handed over to Sh. Kishan Singh Patwari, representative of the Estate Officer, HUDA, Faridabad. The ceremony of announcement of award and handing over possession has been made in the rapat roznamcha waqiyati of patwari taluqa vide rapat no.813 dated 27.1.2010. The land thus acquired for which possession has been taken, vests in the State of Haryana and on transfer, now vests in Haryana Urban Development Authority, free from all encumbrance from today.

-4-

INTEREST

The possession of the land under award except land under stay order of the competent Court of law has been taken over after offering the amount of compensation to the land owners/interested persons and handed over to the Estate Officer, HUDA, Faridabad on the same day. Hence, no interest on amount of compensation shall be admissible as the payment has already been offered.

CONCLUSION:

Subject to the above remarks, this award stands as below:-

- | | | |
|----|--|--------------|
| 1. | Compensation of land | 50,27,92,500 |
| 2. | Compulsory acquisition charges @ 30% on item no.1 above | 15,08,37,750 |
| 3. | Addl. Amount @ 12% p.a. as per section 23(1-A) of the Land Acquisition (Amendment) Act, 1984 on item no.1 above. | 12,28,17,124 |

Total: 77,64,47,374

(Rupees Seventy seven crores sixty four lacs forty seven thousand three hundred seventy four only)

Announced in the open court.
Dated: 27.8.2010

[Signature]
Land Acquisition Collector,
Urban Estates, Hr., Faridabad.

This award has been made in the presence of the land owners/ interested persons who are present before me on this day of 27th day of August, 2010 in my office. This award is now consigned to record room.

Announced in open Court.
Dated: 27.8.2010

[Signature]
Land Acquisition Collector,
Urban Estates, Hr., Faridabad.

ANNEXURE - R - 19

का कर्जा दे दिया है। इस कर्ज को उरतरी का कर्जा मानित श्री नारायण सिंह सेवार् द्वारा आर्जित भूमि के मालिकों को लौकिकी वा ग्राम खेडी खुद में ही आवजा बुलन वा खाली नगएर वजवाकर करण दी गई है।

नारायण सिंह
जवाब

Land Acquisition Collector
Urban Estate, Hr. FBD

813 आज दिनांक 27-8-2010 को भूमि अर्जन कलेक्टर शहरी सम्पदा हरियाणा करीदाता के वलवे नोटिफिकेशन द्वारा-6 LAL (F) NTLA/309 दिनांक 30-8-2008 जो कि हरियाणा राज्य के असाधारण राजपत्र में दिनांक 30-8-2008 को प्रकाशित हो चुकी है के अनुसार भूमि मालिकानों को दारान की हाजरी में सर्वजनिक उदेश्य हेतु माएटर प्लान रोड सेक्टर 75 से 89 तक करीदाता के लिए ग्राम भतीला ह.ब.नं. 115 तहसील ज. जिला करीदाता की भूमि का अवाड भूमि अर्जन कलेक्टर शहरी सम्पदा हरियाणा करीदाता द्वारा सुनाया गया जिसमें ग्राम भतीला के खसरा नम्बरान:- 8(2-7)

- 4 ✓
- 13(7-4) 14(0-10) 16(0-6) 17(5-18) 18(8-0) 24(4-0) 25(1-7)
- 5 ✓
- 7(4-7) 8(2-3) 13(4-19) 14^{1/2}(0-7) 14^{1/3}(0-7) 14^{1/3}(0-7) 14^{1/4}(0-10)
- 5 ✓
- 14^{1/2}(0-7) 14^{1/3}(0-10) 14^{1/5}(3-11) | 17(0-4) 18(2-7) 23(2-0)
- 9 ✓
- 24(4-3) | 4(6-0) 7^{1/2}(1-0) 24^{1/5}(0-1) | 7(2-8) 8(0-2) 13(3-8)
- 14 ✓
- 14(4-0) 17(4-0) 18^{1/2}(0-7) 18^{1/2}(3-0) 18^{1/3}(3-3) 23(7-4) 24(4-0)

13	14	16			
26(0-16)	$3\frac{1}{2}(4-0)$	$4\frac{1}{1}(1-0)$	$4\frac{1}{2}(6-0)$	$7\frac{1}{1}(3-0)$	$7\frac{1}{2}(4-0)$
16					$8\frac{1}{1}(17-0)$
$8\frac{1}{2}(1-0)$	$8\frac{1}{3}(1-0)$	$13\frac{1}{1}(2-14)$	$13\frac{1}{2}(1-3)$	$14\frac{1}{1}(1-0)$	$14\frac{1}{2}(6-0)$
16					17(7-)
$18\frac{1}{1}(1-6)$	$18\frac{1}{2}(2-11)$	$23(3-13)$	$24\frac{1}{1}(0-10)$	$24\frac{1}{2}(6-10)$	19
21	22				$24\frac{1}{1}(0-2)$
$21(0-5)$	$16(2-15)$	$17(4-0)$	$18(4-0)$	$19(4-0)$	$20(4-0)$
22					$21(8-0)$
$23\frac{1}{2}(2-0)$	$23\frac{1}{3}(4-0)$	$24(8-0)$	$25(7-10)$	$4\frac{1}{1}(3-17)$	$4\frac{1}{2}(1-0)$
22					$7(7-0)$
$14\frac{1}{1}(4-0)$	$14\frac{1}{2}(3-6)$	$15(9-1)$	$16(4-11)$	$17(7-15)$	$14\frac{1}{2}(3-5)$
23					$19\frac{1}{1}(3-7)$
$21(8-0)$	$22(8-0)$	$23\frac{1}{1}(5-0)$	$23\frac{1}{2}(2-17)$	$24\frac{1}{1}(1-17)$	$24\frac{1}{2}(1-3)$
27					$24\frac{1}{2}(2-0)$
$14(1-0)$	$25\frac{1}{2}(3-10)$	$16(3-17)$	$17(4-0)$	$18(4-0)$	$19\frac{1}{1}(1-0)$
24					$19\frac{1}{2}(3-0)$
$21\frac{1}{2}(2-17)$	$23\frac{1}{3}(2-19)$	$22\frac{1}{1}(0-12)$	$22\frac{1}{2}(4-8)$	$22\frac{1}{3}(2-0)$	$23\frac{1}{1}(4-0)$
24					$23\frac{1}{2}(4-0)$
$25(6-12)$	$26(1-2)$	$27(1-0)$	25		
25					$16\frac{1}{1}(3-19)$
$20\frac{1}{1}(3-15)$	$20\frac{1}{1}(0-3)$	$20\frac{1}{2}(0-27)$	$21\frac{1}{1}(1-1)$	$21\frac{1}{2}(3-9)$	$21\frac{1}{3}(3-7)$
25					$22\frac{1}{1}(2-3)$
$23(8-0)$	$24\frac{1}{1}(2-0)$	$24\frac{1}{2}(4-13)$	$25\frac{1}{1}(3-7)$	$25\frac{1}{2}(4-13)$	26
26					$3(3-13)$
$8(3-13)$	$13(3-19)$	$14\frac{1}{1}(1-8)$	$14\frac{1}{2}(5-15)$	$15\frac{1}{1}(1-8)$	$15\frac{1}{2}(3-4)$
26					$17(8-0)$
$18\frac{1}{2}(3-7)$	$18\frac{1}{2}(0-13)$	$19(4-0)$	$20(4-0)$	$24(0-13)$	$24\frac{1}{2}(3-7)$
27					27
$17(1-0)$	$18(2-5)$	$23(0-2)$	$24(0-2)$	28	
28					$4\frac{1}{2}(4-0)$
$14\frac{1}{2}(4-0)$	$17(3-16)$	$24(0-13)$	$25\frac{1}{1}(4-2)$	29	
					$1\frac{1}{1}(1-3)$
					$\frac{1}{2}(2-17)$
					$2(4-0)$
$3\frac{1}{1}(2-0)$	$3\frac{1}{2}(0-10)$	$4(4-0)$	$5(4-0)$	$27(10-8)$	1(4-0)
30					2(4-0)
$3\frac{1}{1}(1-0)$	$3\frac{1}{2}(3-10)$	$4(4-0)$	$5\frac{1}{1}(1-0)$	$5\frac{1}{2}(2-0)$	31
					1(4-0)

27

17(1-0) 18(2-5) 23(0-2) 24(0-2)

28

17(2-6) 24(0-13) 25(4-2) | $\frac{1}{4}(1-3)$ $\frac{1}{2}(2-17)$ 2(4-0)

30

$\frac{3}{4}(3-0)$ $\frac{3}{2}(0-10)$ 4(4-0) 5(4-0) 27(10-8) | 1(4-0) 2(4-0)

31

$\frac{3}{4}(0-10)$ $\frac{3}{2}(3-7)$ 4(4-0) 5(1-7) $\frac{5}{2}(2-0)$ | 1(4-0) $\frac{3}{4}(1-0)$

31

$\frac{3}{2}(1-0)$ $\frac{2}{3}(2-5)$ $\frac{3}{4}(4-0)$ $\frac{3}{2}(1-1)$ $\frac{3}{3}(2-19)$ $\frac{4}{4}(2-3)$ $\frac{4}{2}(5-1)$

31

$\frac{5}{4}(0-15)$ $\frac{5}{4}(0-12)$ $\frac{5}{4}(2-13)$ $\frac{6}{8}(0-11)$ $\frac{7}{4}(6-0)$ $\frac{7}{2}(2-0)$ 8(6-7)

31

$\frac{13}{2}(4-0)$ $\frac{13}{2}(2-0)$ 14(6-3) $\frac{14}{2}(1-7)$ 17(8-0) 18(4-13) $\frac{23}{7}(3-4)$

31

$\frac{23}{2}(2-8)$ 24(8-0) 26(1-7) | 1(4-0) 2(4-0) 3(4-0) 4(4-0) 5(4-0)

33

35 | $\frac{1}{4}(1-0)$ $\frac{3}{4}(3-1)$ $\frac{3}{2}(0-19)$ 4(8-0) $\frac{7}{4}(6-17)$ $\frac{7}{2}(1-3)$ 8(4-0) $\frac{13}{7}(2-17)$

35

$\frac{13}{2}(1-3)$ 14(8-0) $\frac{13}{2}(4-13)$ 18(4-0) $\frac{23}{7}(0-19)$ $\frac{23}{2}(3-1)$ 24(8-0)

38

$\frac{5}{4}(0-7)$ $\frac{5}{2}(0-16)$ 6(3-11) 7(0-4) 14(3-17) 15(4-0) 16(4-0) 17(4-0)

38

39 | $\frac{24}{2}(0-19)$ $\frac{24}{3}(1-9)$ $\frac{24}{4}(1-12)$ 25(4-0) | 4(4-0) 5(4-0) 6(3-6) 7(1-0)

42

3(4-0) 4(8-0) 7(8-0) 8(4-0) 13(4-0) 14(8-0) 17(5-7) $\frac{17}{4}(2-3)$

42

45 | $\frac{17}{4}(0-10)$ 18(4-0) 23(4-0) 24(8-0) | $\frac{3}{4}(3-4)$ $\frac{3}{2}(0-16)$ 4(8-0)

45

7(8-0) 8(4-0) $\frac{13}{2}(4-0)$ 14(8-0) 17(8-0) $\frac{18}{4}(3-7)$ $\frac{18}{2}(0-13)$ 24(4-0)

45

49 | $\frac{24}{4}(0-13)$ $\frac{24}{2}(3-7)$ $\frac{24}{3}(4-0)$ | 3(4-0) 4(8-0) 7(8-0) $\frac{8}{4}(1-0)$

49

97

813

वाक्य

8/2 (3-0) 13 (4-0) 14 (0-1) 14 (3-19) 14 (0-1) 14 (379) 17 (2-8) 18 (5-11)

49

13 (0-1) 14 (4-0) 23 (4-0) 24 (7-1) | 51 | 3 (3-2) 4 (0-6) 4 (0-6)

119 (4-17) 120 (0-11) 122 (0-13) कुल लापदा 119-52 एकड़ शामिल है
 इस भूमि में से कुल भूमि मालकान वा वास्तेदारान के मागनीय उच्च
 न्यायालय से CWP नं० 6363/2010 इसकी मागनीय उच्च न्यायालय द्वारा अग्रुप
 है अतः ऐसी भूमि सिविल प्रोचिकेट जिसमें जो एवं वाचित है उसका
 कच्चा नही लिया गया है। इसके अतिरिक्त आज तक कबडि अधीन भूमि से
 सम्बन्धित किसी भी सयाम न्यायालय द्वारा कच्चा कच्ची आदेश प्राप्त
 हुए है जो आज तक ऐसे आदेश पारित होगे वे मान्य होगे इससे
 अतिरिक्त शेष भूमि कच्चा भूमि अर्जन कलेक्टर महोदय ने मॉन
 रूर जाकर प्राप्त करने भाग सम्पदा अधिकारी दुडा के प्रतिनिधी जी
 मिशाना महोदय को मौका पर लेजाकर भूमि का कच्चा दे दिया है। इसभावर
 की मुश्तरी वा मुनादी माफिकत न्यायालय द्वारा अर्जित भूमि के मास-
 पास की लोकमती वा श्रास भतौला में वा भावज बुलन्द वा खाली
 कानलर कजवाकर कर दी गई है।

नारायण सिंह
जेनादार

Land Acquisition Collector
Utthan Estate, H. FBD

814
प्रति

आज दिनांक 27-8-2010 को भूमि अर्जन कलेक्टर गहरी सम्पदा
 हरियाणा करीदाबाद ने बखले नोटिफिकेशन द्वारा-6 LAL (F) NTLA
 1309 दिनांक 30-8-2008 जो कि हरियाणा राज्म के असाधारण
 राजपत्र में दिनांक 30-8-2008 को प्रकाशित हो चुकी है के अनुसार
 भूमि मालकान वा वास्तेदारान की टाजरी में सार्वजमिक उद्देश्य हेतु
 मास्टर प्लान शोड सेक्टर-75 से 89 तक करीदाबाद के लिए ग्राम
 जने वीवला ह० नं०-113 लहसीला व सीला करीदाबाद की भूमि



FARIDABAD METROPOLITAN DEVELOPMENT AUTHORITY
Urban Environment Division

HSI IDC IMT Office Complex, Sector - 69, Faridabad - 121101, headued.fmda@gov.in

No. 67

Dated: 20/7/2023

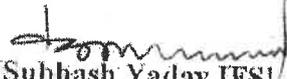
To

Shiv Nadar School,
Sector - 82, Nehar Par
Grater Faridabad, Haryana

Sub: MoU for Adoption of Left-hand side and Right-hand side, adjoining greenbelt of Shive Nadar School North Block and South Block (Length - 540 mtr. Approx.) as per annexure - I.

Ref: Your application/email dated 13.07.2023

With reference to the subject cited above and your application/email dated 27.07.2023, kindly find enclosed herewith duly signed MoU for adoption of **Left-hand side and Right-hand side, adjoining greenbelt of Shive Nadar School North Block and South Block (Length - 540 mtr. Approx.) as per annexure - I** for development and maintenance purpose. The Greenbelt shall be maintained strictly in accordance with guidelines and direction of officer-in-charge of FMDA. You are requested to take over the site w.e.f. July 21, 2023 and start the work.


[Subhash Yadav IFS]

Head

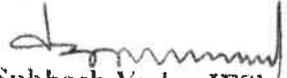
Urban Environment Division
FMDA, Faridabad

No. 68-72

Dated: 20/7/2023

Copy to following for kind perusal and information:

1. CEO, FMDA
2. Addl. CEO (GM), FMDA
3. Chief Engineer, Infra-I, FMDA
4. Estate Officer, FMDA
5. Manager, MG, UED, FMDA


[Subhash Yadav IFS]

Head

Urban Environment Division
FMDA, Faridabad

Affidavit



Indian-Non Judicial Stamp Haryana Government



Date : 18/07/2023

Certificate No. E0R2023G467



Stamp Duty Paid : ₹ 101

GRN No. 105220750



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Shiv Nadar Trust

H.No/Floor : 44

Sector/Ward : Na

Landmark : Friends colony east

City/Village : New delhi

District : New delhi

State : Delhi

Phone : 80*****53



Purpose : MoU to be submitted at Fmda

The authenticity of this document can be verified by scanning this QR code through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU") is made and executed at Faridabad on this day of, July 20, 2023

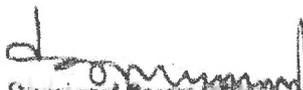
BY AND BETWEEN

Faridabad Metropolitan Development Authority, a body duly established under the provisions of the Faridabad Metropolitan Development Authority Act, 2018, having its present office at HSIIDC IMT Office Complex, Sector - 69, Faridabad - 121101, Haryana herein represented by its Authorized Signatory, and hereinafter referred to as "The Authority" (which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) of the FIRST PART;

AND

M/s Shiv Nadar Trust a duly registered under the provisions of the Indian Trust Act 1882, having its present office at 44, Friends Colony (East), New Delhi, herein represented by its Authorized Signatory, and hereinafter referred to as "The Development Partner" (which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) of the SECOND PART;

"The Authority" and "The Development Partner" shall hereinafter individually be referred to as a "Party" and collectively as the "Parties."


 Divisional Officer (General) - Head
 Urban Environment Division, FMDA



Recitals:

- A. **WHEREAS** the Authority has been mandated with the objective and purposes of providing the integrated planning and coordinated development of urban infrastructure and provision of amenities, sustainable management of the urban environment, and social, economic and industrial development in the city of Faridabad;
- B. **AND WHEREAS** the Development Partner is engaged in the business is Education Institutional.
- C. **AND WHEREAS** the Authority and the Development Partner have agreed, to improve the liability in Faridabad Metropolitan Area, to collaborate in the planned development and proper maintenance of urban green spaces;
- D. **AND WHEREAS** the Development Partner has agreed to offer certain services (as per its resources / intent) to the Authority and to the city of Faridabad, in the maintenance of urban green spaces;
- E. **AND WHEREAS** based on the representations of the Development Partner, and satisfying itself about competence of the Development Partner, the Authority has agreed to avail certain services from the Development Partner as specified in Annexure-I to this MOU ("Services") in the areas as specified in Annexure-I to this MOU ("Areas");

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. **Term**
 - 1.1 This MOU shall commence on July 21, 2023 ("Effective Date") and shall continue and remain in full force for a continuous period of 3 (three) years ("Term") i.e. from the Effective Date, unless and until terminated early in accordance with the terms of this MOU.
 - 1.2 This MOU may be renewed at the sole discretion of Authority on such revised terms as may be mutually agreed between the Parties. Provided that the Authority shall exercise such renewal option not less than one (1) month prior to the expiration of the Term.
2. **SCOPE OF SERVICES**
 - 2.1 Subject to the terms and conditions of this MOU, the Development Partner shall, entirely at its own costs and expenses, provide the Services as detailed in Annexure - I in the allotted Areas. Any increase in the scope of Service of expansion of Areas shall be applicable and obligatory on Development Partner only when mutually agreed by the Parties.
 - 2.2 The Development Partner shall ensure that for discharge of the Services at the Areas, sufficient number of trained personnel, together with requisite equipment and material are employed in such a way that Services are smoothly, continuously and efficiently discharged at the Areas during the entire Term.
3. **CONSIDERATION**
 - 3.1 Subject to Clause 3.2 and 3.3 below, the Development Partner has agreed to provide the Services to the Authority entirely out of its free will and volition, and without any monetary consideration from the Authority.
 - 3.2 The Authority will acknowledge the contribution of the Development Partner and describe the nature of Services provided (along with photographs and details) on the website of the Authority giving credit to the Services. The Authority may further include the name of the Development Partner in brochures, newsletters etc. published by the Authority in reference to the Services provided. Provided that the mode, manner and duration of display of the name of the Development Partner on the website or printed material shall be decided solely by the Authority and the Development Partner would not raise any dispute in this regard.
 - 3.3 The Development Partner shall have the right to display their logo along with that of the Authority on a design finalized by the Authority in consultation with the Development Partner at a certain number of places on the work site as decided by the Authority.

[Signature]
 Head
 Urban Environmental Division, FMDA

[Signature]

4. RIGHTS AND OBLIGATIONS OF THE DEVELOPMENT PARTNER

- 4.1 The Development Partner shall have the following rights and obligations under this MOU:
- i. It shall be required to provide the Services strictly in accordance with this MOU;
 - ii. It shall not raise any claim or demand on the Authority with respect to the expenses incurred by it for providing the Services during the entire term or claim any consideration in respect thereof, nor will it claim any damages sustained by it on account of theft/ vandalism etc.;
 - iii. It shall be entitled to engage third party agencies for providing the Services or assign any part of the Services to any third party agencies, however the Authority will not acknowledge the contribution of such third parties individually, and also the Development Partner will fully indemnify the Authority from any claims against the Authority by such third parties in relation to disputes arising between the Development Partner and the Third Party
 - iv. It shall have access to Areas at all times to ensure smooth discharge of the Services;
 - v. It shall take reasonable efforts to provide the Services to the satisfaction of the Authority, and shall reasonably take all corrective measures in relation to any deficiency in the Services as informed by the Authority;
 - vi. It shall be responsible for the personnel deployed by, and shall ensure that the personnel take all actions in accordance with the laws in force, and that they do not indulge in any activity(ies) detrimental to the interest(s) of the Authority;
 - vii. It shall ensure that personnel deployed by it shall not approach or correspond with the Authority for any payment, fees, remuneration, wages, salary, claims or compensation, etc. and shall indemnify the Authority against any such claims;
 - viii. The Development Partner would be allowed to use visual or audio effects to the extent permissible by law and approved by the Authority to create awareness amongst the residents and visitors of Faridabad, about social, civic and environmental issues. A permissible logo design is attached as Annexure - II.
 - ix. The Development Partner shall not, at any point, raise any claim in relation to the land, movable or immovable property, plants, trees, horticulture, architectural features etc., whether such property pre-existed or was provided by the Development Partner itself.
 - x. The development partner shall improve upon already existing landscaping at some places.
 - xi. Barbed wire fencing at site, if required, shall be done by Development Partner at his own cost. The Development Partner will adopt one of the basic designs of fencing used by FMDA.

5. COVENANTS BY THE AUTHORITY

- 5.1 The Authority hereby covenants with the Development Partner that:
- i. It shall provide all possible assistance to the Development Partner so as to enable the Development Partner to perform its duties obligations in compliance with this MOU;
 - ii. It shall coordinate, at the cost and expenses of the Development Partner, with other statutory agency(ies)/authority(ies) for obtaining permissions and approvals, other than such permission or approval required from the Authority, as may be needed by the Development Partner for performance of the obligations of the Development Partner in relation with this MOU.
 - iii. The Authority shall, on its website, gratefully acknowledge the contribution of the Development Partner along with details of the Services provided.
 - iv. The Authority shall, not mount any proceedings, other than termination of the MOU, against the Development Partner for deficiency in Service.
 - v. There shall be a Steering Committee chaired by Additional Chief Executive Officer of the Authority, and such other members as may be required, that will facilitate the implementation and monitor the maintenance of the Area. This committee shall also hold a quarterly review with the Development Partner(s) for review and assessment for implementation of this MOU.

[Signature]
 Development Forest Officer-in-Chief
 Urban Environment Division, FMDA

[Signature]

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Development Partner hereby warrants and represents to and for the benefit of the Authority that:
- It has full capacity and authority to enter, execute, deliver and perform the Services under this MOU;
 - It shall adhere to directions of the Authority from time to time with respect to the Services as per MOU.
 - In case of any disagreement between the Development Partner and the Authority, the Development Partner will be provided with a fair opportunity to represent its position, however the decision of the Authority will be final and binding.
 - The execution of this MOU and the performance of its obligations under this MOU and the implementation of terms and conditions contemplated hereby do not constitute a breach of any contract, agreement, arrangement or understanding entered into by it with any third party or any intellectual property rights of any third party;
 - The Development Partner shall take permission for its entry/exit in respect of the premises from the competent authority as per rules.

7. TERMINATION

- 7.1 Either Party may terminate this MOU any time in case of breach of this MOU by the other Party by serving in writing a prior written notice of 1 (one) months to the other Party to cure such breach in the event the breach is curable. However, if such breach is not cured to the reasonable satisfaction of the Party aggrieved, the MOU shall stand terminated upon expiration of the said one months' notice.
- 7.2 Upon termination of this MOU, neither Party shall have any claim nor demand on the other, on any account whatsoever, provided that the Areas are delivered back by the Development Partner to the Authority on "As Is Where Is" basis.

8. FORCE MAJEURE

- 8.1 The Development Partner or the Authority shall not be responsible for failure to perform or full fill any provisions of this MOU when such failure or delay is due to Force Majeure situations likes fire, war, civil commotions and vandalism, act of God, acts of public authorities or for any other action or causes whatsoever, similar or dissimilar, which cannot reasonably be forecast or provided against, and which cannot be overcome by due diligence and which directly affects the obligations of the Development Partner or the Authority provided herein. In any such situation, the Development Partner will have the right to terminate this MOU, and handover the Areas back to the Authority. Any damage caused due to Force Majeure events, shall not be a liability of the Development Partner.

9. GOVERNING LAW AND JURISDICTION

- 9.1 This MOU shall be governed by the laws of India and subject to the courts at Faridabad which shall have the exclusive Jurisdiction.
- 9.2 Any dispute(s), between the Parties, arising in connection with this MOU, shall be referred to Chief Executive Officer, FMDA Faridabad. The decision(s) of the CEO, FMDA shall be final and binding on the Parties.

10. MISCELLANEOUS

- 10.1 The Authority and the Development Partner shall be and act as independent parties and under no circumstances shall this MOU be construed as one of partnership or joint venture between them.
- 10.2 This MOU and the documents related hereto set forth the entire understanding of the Parties relation to the subject matter hereof, and all other and/or prior understandings, whether written or oral, are hereby superseded
- 10.3 This MOU may not be modified, amended, terminated or supplemented except in accordance with its express terms and in writing executed by both the Parties.

- 10.4 Any provision of this MOU, which is or may become prohibited or unenforceable in law, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provision of this MOU.
- 10.5 Each of the rights of the Parties hereto under this MOU are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Parties hereto, under this MOU.
- 10.6 All notice required and permitted under the provisions of this MOU or by law to be served upon or be given to a Party hereto by any other Party hereto shall be deemed duly served or given:

<p>If to the Authority:</p> <p>Faridabad Metropolitan Development Authority HSHDC IMT Office Complex, Sector - 69, Faridabad Haryana</p> <p>Attention: CEO</p>	<p>IF to the Development Partner:</p> <p>Shiv Nadar Trust 44, Friends Colony (East), New Delhi</p> <p>Attention: Authorised Signatory</p>
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IN WITNESS WHEREOF the parties herein have affixed their respective signatures to MOU on the date, month and yeas as written above, in presence of the witnesses

<p>For Faridabad Metropolitan Development Authority</p> <p>Through its duly authorized signatory</p> <p><<Name>> <i>[Signature]</i></p> <p><<Designation>> <i>[Redacted]</i></p>	<p>For M/s Shiv Nadar Trust.</p> <p>Through its duly authorized signatory</p> <p><i>[Signature]</i></p> <p>Name: Naresh Atreya Head Regulatory Affairs and New Projects.</p>
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WITNESSES:1

[Signature]
 (Praveen Kumar)
 CENTRE SUPERINTENDENT
 Shiv Nadar School, Faridabad

2.

[Signature]
 AMIT KUMAR GAHLOT
 Shiv Nadar School
 Faridabad - 121002

Annexure - I

Services to be provided	Exact location start & end points as per map.
Tree plantation, horticulture and landscaping of the green belt.	Left-Hand side and Right-Hand Side adjoining of Shiv Nadal School North Block and South Block (Length - 540 Mt.).

AREA AS MARKED OUT ON THE FMDA BASE MAP

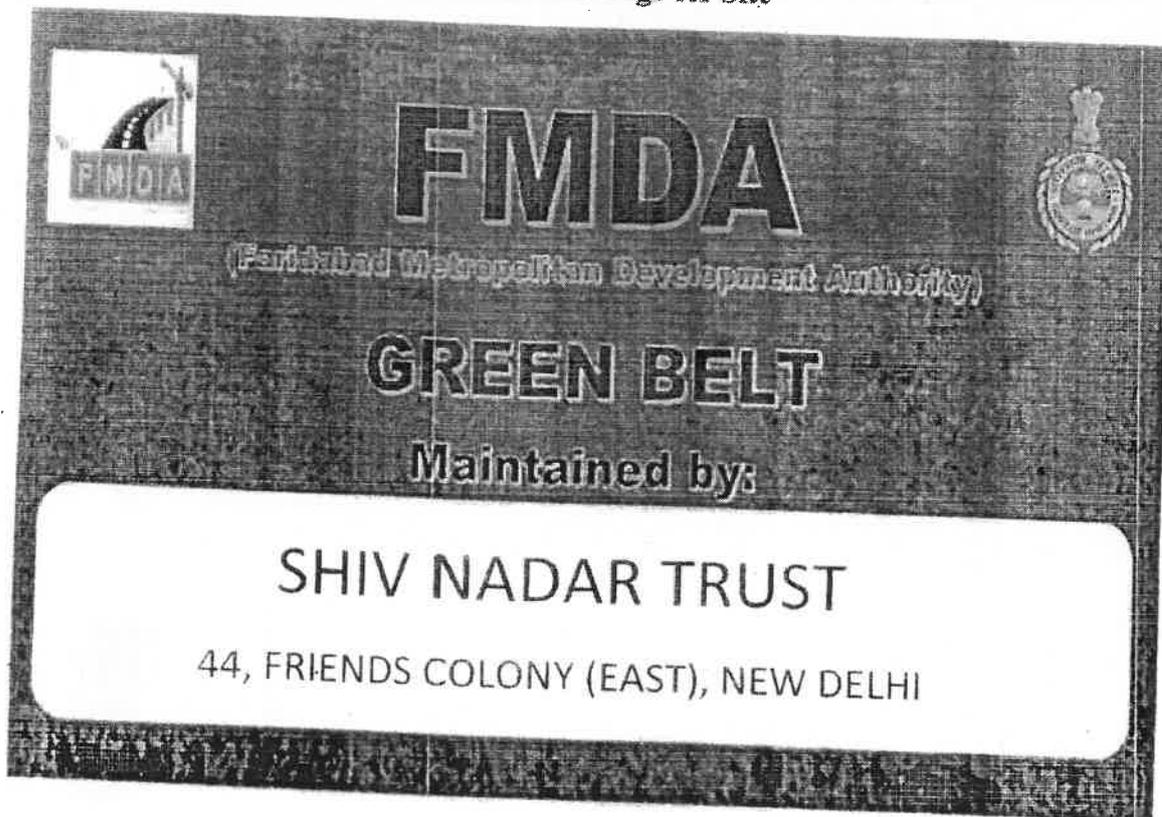
The Services shall be provided in the authority limits as depicted in the map below :-

Enclosed Site Map



[Signature]
 Divisional Forest Officer-cum-Head
 Urban Environment Division, FMDA

Annexure – II
Permissible Logo for Site



[Handwritten Signature]
Divisional Forest Officer-in-Charge
Urban Environment Division, FMDA

[Handwritten Signature]

Annexure P-8



OFFICE OF THE SUB DIVISIONAL ENGINEER (SURVEY), HSVP, SECTOR-12, FARIDABAD.

Reminder

सेवा में,

कार्यकारी अभियन्ता,
बागवानी, फरीदाबाद मैट्रोपोलिटन विकास प्राधिकरण,
सैक्टर-12, फरीदाबाद।

क्रमांक नं०: 2072

दिनांक: 28/4/2025

विषय: - शिवनादर स्कूल सैक्टर-82 फरीदाबाद द्वारा रोड पर कब्जा करने बारे।

संदर्भ- इस कार्यालय के पत्र क्रमांक नं० 1877 दिनांक-16.04.2025 कं संदर्भ में।

उपरोक्त विषय के संदर्भ में आपको दोबारा सूचित किया जाता है कि शिवनादर स्कूल सैक्टर-82 फरीदाबाद द्वारा 12 मीटर सर्विस रोड को रोकने का प्रयास किया जा रहा है जिस पर पौधे लगा दिए गए हैं हरियाणा शहरी विकास प्राधिकरण विभाग द्वारा 12 मीटर सर्विस रोड बनाई जानी है कृपया उपरोक्त साईट से पौधों को हटाकर दूसरी जगह शिफ्ट करवाया जाए, जिससे विभाग को 12 मीटर सर्विस रोड बनाने में कोई बाधा न आए। इसे आप अति आवश्यक समझें।

2/6/25

उपमण्डल अभियन्ता,
सर्वे उपमण्डल, फरीदाबाद

पू० क्रमांक नं० 2073

दिनांक: 28/4/2025

उपरोक्त की एक प्रति सम्पदा अधिकारी, हरियाणा शहरी विकास प्राधिकरण फरीदाबाद को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।

उपमण्डल अभियन्ता,
सर्वे उपमण्डल, फरीदाबाद

Faridabad Metropolitan Development AuthorityFMDA office complex, Sector-12, Faridabad Haryana - 121007email: ceo@fmda.gov.in

To, ✓

M/s Shiv Nadar
Trust, Sector-82,
Nehar Park
Greater Faridabad, Haryana

Memo No. ¹⁸² / ICE/UEE / FMDA

Dated: 09-05-2025

Subject: Termination of Memorandum of Understanding (MoU) between
FMDA and Shiv Nadar Trust.

This is to inform you that Memorandum of Understanding (MoU) dated
20.07.2023, executed between the Faridabad Metropolitan Development Authority
(FMDA) and Shiv Nadar Trust, stands terminated with immediate effect pursuant to
Clause 7 of the said MoU.

The decision to terminate MoU is taken in view of the observations and
directions contained in the Memo No. 113457 dated 08.04.2025 issued by Sub-
Divisional Engineer, IISVP, Sub-Division No.4, Faridabad as well as another Memo
No.2072 dated 28.04.2025 issued by Sub-Divisional Engineer (Survey), IISVP,
Sector-12, Faridabad. In the aforesaid Memo dated 08.04.2025, Sub-Divisional
Engineer, IISVP, Sub-Division No.4, Faridabad has alleged that your trust has
encroached upon the IISVP land by planting trees on the fix bar fencing on the land
and has also made a pond for watering the trees and plants which is coming in the
alignment of the road and thereby directed to remove the encroachment from IISVP
land in the form of bar fencing, plantation of trees and pond. Subsequently, Sub-
Divisional Engineer (Survey), IISVP, Faridabad has also issued a Memo dated
28.04.2025 requiring FMDA to get shifted the plants from the site in question
alloging therein that your school is causing obstruction in construction of 12 meter
wide service road by IISVP by plantation of trees thereon. Thus, termination is
necessitated due to material breach of the commitments and undertakings provided

by your trust under the said MoU, which are considered incapable of cure and contrary to the public interest obligations and statutory responsibilities of FMDA.

In consequence of this termination, you are hereby called upon to:

1. Immediately cease all activities under the purview of the said MoU; and
2. Refrain from asserting any continuing rights or entitlements under the said MoU.

If so advised, you may shift/transplant/relocate the plants, which are of young age, to some other nearby dedicated green belts of FMDA or to some other place of their choice entirely at your own costs and expenses.

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9/10/25
Please take notice that this termination is final and binding, and you are advised to comply fully and promptly with the directives contained herein. You shall also not raise any claim or demand on FMDA with respect to the expenses incurred for providing the Services during the period of MoU prior to its termination or claim any consideration in respect thereof. You shall also not, at any point of time, raise any claim in relation to the land, moveable or immovable property, plants, trees, horticulture, architectural features etc., whether such property pre-existed or provided by your trust itself, as provided in Clause 4(ix) of the MoU.

This notice is issued without prejudice to any legal rights or remedies available to FMDA, including but not limited to initiate proceedings as may be appropriate under applicable law.

For any clarifications, you may contact the undersigned during
Working Hour .

This issues with the approval of Chief Executive Officer, FMDA.

Ramesh Kumar Sharma 9/5/25

(Ramesh Kumar Sharma)
Chief Engineer, UED,
Faridabad Metropolitan Development
Authority (FMDA).

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9/5/25

183 to 187

Indst. No. *h* CIE/UED / FMDA

Dated. 09-05-2025

A copy of above is forwarded to the following for information and further
necessary action.

1. The Estate Officer, HSVP, Faridabad.
2. The Executive Engineer, UED, FMDA
3. The Executive Engineer-I, HSVP, Faridabad.
4. Sub-Divisional Engineer, HSVP, Sub-Division No.4, Faridabad
5. Sub-Divisional Engineer (Survey), HSVP, Sector-12, Faridabad.

(Ramesh Kumar Sharma)
Chief Engineer, UED,
Faridabad Metropolitan Development
Authority (FMDA).