

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

Original Application No. 172/2025

IN THE MATTER OF:

Vaishali Rana

... Applicant

Versus

Union of India & Others

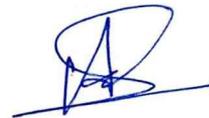
... Respondents

INDEX

N.D.O.H. 30.10.2025

S. No.	PARTICULARS	PAGE No.
1.	REPLY ON BEHALF OF THE RESPONDENT NO.8 I.E. URBAN GREEN PREMIUM RESIDENTIAL PROJECT, SITUATED AT BINDRABAN, TEHSIL PALAMPUR, DISTRICT KANGRA, HIMACHAL PRADESH THROUGH ITS PARTNER/AUTHORISED REPRESENTATIVE, ALONG WITH SUPPORTING AFFIDAVIT.	1-14
2.	ANNEXURE R-8/1 Copy of Partnership deed of the Respondent No.8.	15-25.
3.	Proof of service	

FILED BY:



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ADVOCATE,
Counsel for Respondent Nos. 5 TO 7.
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Email: ch.arshad.adv@gmail.com.

Place: New Delhi
Dated: 28/10/2025

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

Original Application No. 172/2025

IN THE MATTER OF:

Vaishali Rana

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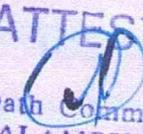
... Respondents

**REPLY ON BEHALF OF THE RESPONDENT NO.8 I.E.
URBAN GREEN PREMIUM RESIDENTIAL PROJECT,
SITUATED AT BINDRABAN, TEHSIL PALAMPUR,
DISTRICT KANGRA, HIMACHAL PRADESH THROUGH
ITS PARTNER/AUTHORISED REPRESENTATIVE OF
THE PROJECT.**

MOST RESPECTFULLY SHOWETH:

PRELIMINARY OBJECTIONS:

1. That the present reply is being filed on behalf of Respondent No.8 i.e. Urban Green Premium Residential Project through its partner/authorized representatives Sh. Mukesh Kumar Sood in response to the Original Application filed by the Applicant alleging illegal felling of approximately 100 trees on the land situated at Bindraban, Tehsil Palampur, District

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PALAMPUR (H.P.)

Kangra, Himachal Pradesh Vindhyavasini Mandir, Palampur, District Kangra, Himachal Pradesh. Copy of the Partnership Deed in respect of Urban Green Premium Residential Project is annexed herewith as **ANNEXURE R-8/1**.

2. The present reply is being filed on behalf of the Respondent No.8 in response to the averments made by the Applicant in the above-mentioned Original Application. At the very outset, the answering respondent denies all the allegations, contentions and insinuations made in the Application except those specifically admitted herein.
3. That the answering respondent submit that the present Original Application is misconceived, baseless, and filed on incorrect facts. The Applicant has alleged that Answering Respondent has illegally felled approximately 100 trees situated on the land in question without obtaining necessary permission from the Forest Department. The said allegation is completely false, misleading, and devoid of any factual foundation.
4. That in reality, the answering respondent, being law-abiding entities, obtained a proper and valid No Objection Certificate (NOC) from the Forest Department, Himachal Pradesh, in connection with the project known as "Urban Green Premium Residential Project" i.e. Respondent No.8, after following all prescribed statutory procedures under the applicable forest and environmental laws.

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PALAMPUR (H.P.)

5. That the said NOC expressly permitted the felling of 11 trees only. The answering respondent, in strict adherence to the conditions stipulated therein, felled only 11 trees located on the said land and no more.
6. That as per the specific terms and conditions of the NOC issued by the Forest Department, the answering respondent has complied with all requirements in full. In accordance with the said conditions, the answering respondent undertook extensive compensatory plantation work and duly planted 225 miscellaneous trees, specifically comprising of Deodar, Silver Oak, and Jacaranda species, in the designated Forest Area U24P – Bindraban.
7. That to ensure the protection and healthy growth of the compensatory plantation, tree guards have been installed for each planted tree, and the answering respondent has taken full responsibility for their care, watering, and ongoing maintenance as per the guidelines of the Forest Department.
8. That the answering respondent has carefully complied with all the terms and conditions of the NOC and have acted in full conformity with the provisions of the Forest (Conservation) Act, 1980, the Himachal Pradesh Tree Preservation Rules, and all other applicable environmental regulations. There has been no violation of any environmental or forest law whatsoever on the part of the answering Respondent.

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4.

9. That the allegations made by the Applicant regarding illegal felling of 100 trees are entirely unfounded and unsupported by any documentary or cogent evidence. The Applicant has not placed on record any credible material to substantiate her allegations. On the contrary, official records of the Forest Department categorically demonstrate that only 11 trees were permitted to be felled and that the compensatory plantation of 225 trees was duly completed in compliance with the NOC.
10. That the Applicant has filed the present Application based merely on hearsay, conjecture, and surmise, without verifying facts from the competent authorities. The same is, therefore, liable to be dismissed as frivolous and not maintainable against the answering respondents.
11. The answering respondents reiterate that the project "Urban Green Premium Residential Project" has been undertaken with complete environmental sensitivity and regulatory compliance, and there has been no adverse impact on the ecology or environment of the area as alleged.
12. The Applicant has failed to disclose any violation of law or produce any evidence to justify the invocation of the jurisdiction of this Hon'ble Tribunal against Answering Respondent.
13. That the answering Respondents submit that the Applicant's claim is based purely on assumptions drawn from satellite imagery without any ground verification or corroborative

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PALAMPUR (H.P.)

5.

evidence against the answering Respondents. Such unverified assumptions cannot form the basis for initiating environmental proceedings or for attributing liability upon the answering Respondent.

REPLY ON MERITS:

- 1-2. That the contents of para No.1 and 2, of the present application under reply, being formal need no comments.
3. That the contents of Para No.3 of the present application under reply are wrong, incorrect and hence denied. it is submitted that since there is no environmental violation on the part of the Answering Respondent, the applicant has filed the present application on the basis of false accusation and just to cause harassment to the answering Respondents.
4. That the contents of Para No.4 of the present application under reply are wrong, incorrect and hence denied. It is submitted that since there is no environmental violation on the part of the answering Respondent, no substantial question relating to environmental violation against the answering Respondent exists and hence the present application is misconceived and not maintainable against the Answering Respondents. Contents of the preliminary objections may be read herein as part and parcel to reply of the para under reply as the same are not being repeated herein to avoid repetition and for sake of brevity.

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PALAMPUR (H P)

6.

5. That the contents of para No.5 of the present application under reply are pertaining to the jurisdiction of this Hon'ble Tribunal and hence the same need no comments.
6. That the contents of para No. 6 of the present application under reply pertaining to allegations in respect of the answering Respondent No. 8, have been replied and rebutted as under:
- xiv. That the contents of para No. xiv, of the present application under reply are wrong, incorrect and hence denied. It is specifically denied that the Answering Respondent carried out illegal felling of 100 trees located on the land in question. It is also specifically denied that the answering Respondents committed any violations pertaining to the area in question. It is submitted that the applicant has filed the present application devoid of any merits and without any cogent evidence in support of her case and against the answering Respondent and hence the present Application is liable to be dismissed.
- xv. That the contents of para No. xv, of the present application are matter of records and hence need no comments.
- xvi. That the contents of para No. xvi, of the present application under reply are wrong, incorrect and hence denied except what is matter of record. It is specifically denied that despite regulatory restriction, large-scale tree felling has taken place at the site in question. It is submitted that in terms of the NOC issued by the Forest Department, the Answering Respondent felled 11 trees in strict compliance of the said NOC and the same has been confirmed by the Range Forest

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Officer, Palampur Forest Range, Palampur vide report dated 19/02/2025.

- xvii.** That the contents of para No. xvii, of the present application are matter of records. It is submitted that the applicant has filed false and frivolous complaint against the answering Respondent.
- xviii.** That the contents of para No. xviii, of the present application are matter of record.
- xix-xx.** That the contents of para No. xix and xx, of the present application under reply are wrong, incorrect and hence denied except what is matter of record. It is specifically denied that the answering Respondent has carried out mass deforestation on the land in question. It is submitted that the answering respondent, in strict adherence to the conditions stipulated therein in the NOC issued by the Forest Department, felled only 11 trees located on the said land and no more. It is further submitted that as per the specific terms and conditions of the NOC issued by the Forest Department, the answering respondent has complied with all requirements in full. In accordance with the said conditions, the answering respondent undertook extensive compensatory plantation work and duly planted 225 miscellaneous trees, specifically comprising of Deodar, Silver Oak, and Jacaranda species, in the designated Forest Area U24P – Bindraban. It is further submitted that the Applicant's claim is based purely on assumptions drawn from satellite imagery without any ground verification or corroborative evidence against the answering Respondent. Such unverified assumptions cannot form the basis for

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PALAMPUR (H.P.)

8.

initiating environmental proceedings or for attributing liability upon the answering Respondent.

xxi-xxii. That the contents of para No. xxi and xxii, of the present application under reply are wrong, incorrect and hence denied except what is matter of record. It is specifically denied that the answering Respondent has carried illegal tree felling, committed unauthorized land-use change and ecological destructive construction activities in both the sites in question. It is specifically denied that the answering has committed any violation of statutory mandates under the Himachal Pradesh Land Preservation Act, 1978, Forest Law or any environmental regulations. It is further denied that the Answering Respondent has not complied with mandatory applicable law and regulations. The contents of preliminary objections taken herein above may be read as part and parcel in reply to the paras under reply as the same are not being repeated herein to avoid repetition and for sake of brevity.

xxiii. That in response of the para xxiii, under reply of the present application, it is submitted that since there is no violation on the part of the Answering Respondent and the Answering Respondent has acted in strict compliance of the NOC issued by the Forest Department, the finding of the case referred in the para under reply do not apply to the present case of the Applicant and hence the present application being devoid of merits is liable to be dismissed.

7. That the contents of para No.7 of the present application being matter of record, need no comments.

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PALAMPUR (H.P.)

9.

8. That the contents of para No.8 of the present application under reply are wrong, incorrect and hence denied. It is specifically denied that the balance of convenience is in favour of the Applicant and the ends of justice shall suffer if the relief as prayed is not granted. It is submitted that since there is no violation on the part of the answering Respondents, the present application is liable to be dismissed.

That as per as the limitation for filing the present application is concerned, the same is not disputed but as per as the cause of action for filing of the present application is concerned, the same is wrong, incorrect and hence denied. It is submitted that since there is no violation on the part of the answering Respondent, no cause of action for filing of the present application arises and hence the present application being without of any cause of action is not maintainable and is liable to be dismissed.

REPLY TO THE GROUNDS

- A-D.** That the contents of Para Nos. A to D, under reply are wrong, incorrect and hence denied. It is specifically denied that the Answering Respondents have carried out felling of trees in both the sites without obtaining prior approval from the competent authority. It is submitted that as far as the AREA 2 i.e. Urban Green Premium Residential Project situated at Bindraban, Palampur is concerned, Applicant has relied upon alleged Google Earth images to contend that around 100 trees were felled while the Answering Respondent felled only 11 trees under the terms and

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Oath Commissioner
PALAMPUR (H.P.)

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conditions of the NOC issued by the Forest Department and the same has been confirmed by the Range forest Office, Palampur Forest Range, Palampur, vide report dated 19/02/2025. The answering Respondent further submits that the Applicant's claim is based purely on assumptions drawn from satellite imagery without any ground verification or corroborative evidence against the answering Respondent. Such unverified assumptions cannot form the basis for initiating environmental proceedings or for attributing liability upon the answering Respondent.

- E.** That the contents of para No. E, of the grounds are wrong, incorrect and hence denied. It is specifically denied that the Answering Respondent has undertaken any tree felling in violation of the terms and conditions of No Objection Certificate (NOC) dated 07/12/2022, issued to the Urban Green Premium Residential Project. It is submitted that the Answering Respondent has complied with all the terms and conditions of NOC dated 07/12/2022.
- F.** That the contents of para No. F of the grounds are wrong, incorrect and hence denied. It is specifically denied that there was illegal felling of trees occurred on the lands in question.
- G.** That the contents of para No. G, of the grounds are wrong, incorrect and hence denied. It is submitted that since there is no violation on the part of the Answering Respondent, no

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PALAMPUR (H.P.)

11.

compensatory directions are warranted against the Answering Respondent.

H. That the contents of para No. H, of the grounds are wrong, incorrect and hence denied. It is submitted that the Applicant has filed false and frivolous complaints in respect of both the lands of the Answering Respondents without having any cogent evidence in support of her alleged allegations against the Answering Respondents and even the present application as well is devoid of merits and the same is liable to be dismissed and hence no intervention is warranted from this Hon'ble Tribunal.

I.-L. That the contents of para Nos. I to L, of the grounds are wrong, incorrect and hence denied. It is submitted that in reply of the contents of the paras under reply, the contents of preliminary objections may be read as part and parcel herein as the same are not being repeated herein to avoid repetition and for sake of brevity.

REPLY TO PRAYER

In view of the above preliminary objections and submissions and para wise reply submitted by the Answering Respondent, the Applicant is not entitled to any relief as prayed for in the present OA and the instant OA deserves outright dismissal.

PRAYER

In view of the facts and circumstances mentioned above, it is therefore, most respectfully prayed that this Hon'ble Tribunal may graciously be pleased to:

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Oath Commissioner
MADRAS (M.P.)

- a) Dismiss the Original Application against Respondent No. 8 being misconceived, untenable, and devoid of merit;
- b) Pass such other or further order(s) as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case.

Through

M/L Sood
Respondent No.8
through AR/Partner

[Signature]
Arshad Ali,
Advocate,

Ch. No.118, Lawyers Block,
Saket District Courts,
New Delhi-110017,
Mob:9818463884

Email: ch.arshad.adv@gmail.com

Place: New Delhi

Dated: 25.10.2025

VERIFICATION:

Verified at Palampur on this 25th day of October 2025, that the contents of Para Nos. 1 to 13 of the preliminary objections, are based on legal advise received and the facts, to the knowledge of the answering Respondents. The contents of paras 1 to 8 of the Reply, which are replies to the paragraphs of the Original Application and contents of Para Nos. A to L, are the replies to grounds, are true and correct on the facts to the knowledge & belief of the answering Respondent. The last para is most respectful and humble prayer before this Hon'ble Tribunal.

ATTESTED

[Signature]
Oath Commissioner
PALAMPUR (H.P.)

M/L Sood
Respondent No.8 through
AR/Partner

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

Original Application No. 172/2025

IN THE MATTER OF:

Vaishali Rana

... Applicant

Versus

Union of India & Others

... Respondents

AFFIDAVIT

I, Mukesh Kumar Sood son of Shri Dina Nath Sood son of Mehar Chand, aged about 57 years, resident of Ward Number 1, Lohna Ward, Post Office & Tehsil Palampur, District Kangra, Himachal Pradesh, do hereby solemnly affirm and declare as under: -

1. That the deponent is the authorized representative/ Partner of Respondent No.8 in the above noted matter and fully conversant with the facts and circumstances of the case on the basis of records maintained by the Respondent No.8 and hence competent to swear the present affidavit.
2. That the accompanying Reply drafted under my instructions by my counsel and the contents of the same are true and correct to my knowledge and belief. Nothing has been concealed there from.

M/K Sood
DEPONENT

VERIFICATION :

Verified at Palampur, on this the 25th day of October, 2025
that the contents of the above affidavit are true and correct

ATTESTEDOath Commissioner
PALAMPUR (H.P.)

14.

to my knowledge, no part of it is false and nothing material has been concealed therefrom.

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Oath Commissioner
PALAMPUR (H.P.)

MkSood
DEPONENT

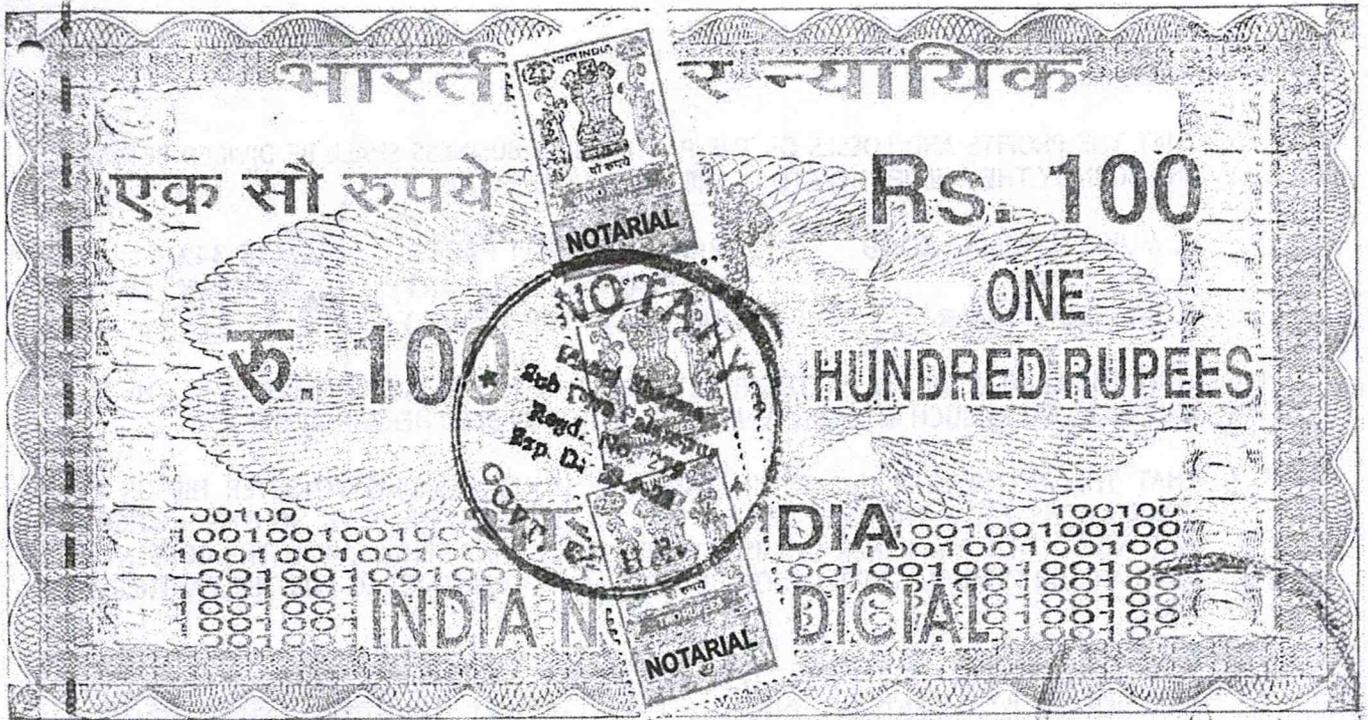
Certified that this affidavit has been read over and explained in vernacular/English to Mukesh Deponent who seemed to have perfectly understood the same at the time of making thereof. The Deponent is identified by Sh. SC Katoch Advocate whose name is given below

Signature of the Identifier

Signature of the Oath Commissioner
PALAMPUR (H.P.)

Sr. No. (573)
Certified that the above was declared on oath/solemn affirmation before me at Palampur this day of 25/10/2025 by Sh./Smt. Mukesh deponent who is personally known to me/identified by Sh. SC Katoch who is personally known to me

Oath Commissioner
Palampur (H.P.)
Date 25/10/2025
Time 2:55 Pm



**हिमाचल प्रदेश HIMACHAL PRADESH
PARTNERSHIP DEED**

B 962757

THIS DEED OF PARTNERSHIP MADE ON 1st DAY OF APRIL '2021 AMONG:

1. **MUKESH KUMAR SOOD S/O DINA NATH SOOD, AGED ABOUT 53 YRS R/O VILLAGE-LOHNA,P.O. BUNDLA TEA ESTATE, TEHSIL-PALAMPUR, DISTT.KANGRA HP 176061 (i.e PARTY OF FIRST PART)**
2. **ANU SOOD W/O NARESH KUMAR, AGED ABOUT 63 YRS R/O HOUSE No.M21, HOUSING BOARD COLONY, TEHSIL-HAMIRPUR, DISTT.HAMIRPUR HP 177001 (i.e PARTY OF SECOND PART)**
3. **SANJEEV KUMAR S/O BANARSI DASS, AGED ABOUT 46 YRS R/O HOUSE NO 127, WARD NO-3, PARTA NAGAR, TEHSIL-HAMIRPUR, DISTT.HAMIRPUR 177001. (i.e PARTY OF THIRD PART)**

NOW THIS DEED WITNESSES AND THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **THAT THE PARTNERSHIP BUSINESS SHALL COMMENCE FROM 01.04.2021.**
2. **THAT THE PARTNERSHIP BUSINESS SHALL BE CARRIED ON IN THE NAME AND STYLE OF "URBAN GREENS, C/O SOLUTIONS, NEAR GRAND PLAZA SHOPPING COMPLEX, POST OFFICE & TEHSIL-PALAMPUR DISTT.KANGRA H.P 176061 OR SUCH OTHER NAME OR NAMES AS MAY BE AGREED BY THE PARTIES HERETO.**
3. **THAT THE PARTNERSHIP SHALL BE CARRIED AT "URBAN GREENS" C/O SOLUTIONS, NEAR GRAND PLAZA SHOPPING COMPLEX, POST OFFICE & TEHSIL-PALAMPUR DISTT.KANGRA H.P 176061 OR AT SUCH OTHER PLACE OR PLACES OF BUSINESS AS MAY BE AGREED UPON BY THE PARTIES HERETO.**
4. **THAT THE NATURE OF THE PARTNERSHIP BUSINESS SHALL BE IN THE BUSINESS OF REAL ESTATES DEVELOPMENT FOR COMMERCIAL AND RESIDENTIAL, REAL ESTATE SALE AND PURCHASE, LAND SALE AND PURCHASE, BUILDING COMMERCIALS OR RESIDENTIAL COMPLEX OR TO DO SUCH OTHER BUSINESS OR BUSINESSES AS MAY BE AGREED UPON BY THE PARTIES HERETO.**

Have been read and approved by the parties and witnesses.
20/7/21

Mukesh Sood
Anu Sood

Sanjeev K

16.



5. THAT THE PROFITS AND LOSSES OF THE PARTNERSHIP BUSINESS SHALL BE DIVIDED BETWEEN AND BORN BY THE PARTIES HERETO IN THE FOLLOWING RATIO:

A. MUKESH KUMAR SOOD	(PARTY OF FIRST PART) 33.34%
B. ANU SOOD	(PARTY OF SECOND PART) 33.33%
C. SANJEEV KUMAR	(PARTY OF THIRD PART) 33.33%

6. THAT THE CAPITAL OF THE PARTIES HERETO SHALL BE AS PER ACCOUNT BOOKS OF THE FIRM AND SHALL CARRY SUCH INTEREST AS MENTIONED IN THIS DEED HERE-IN-AFTER.

7. THAT THE PARTNERSHIP IS "AT WILL" AND ANY PARTY DESIRING TO SEVER HIS OR HER CONNECTIONS FROM THE PARTNERSHIP CAN DO AFTER GIVING ONE MONTH'S NOTICE IN WRITING TO OTHER PARTNER OF HIS INTENTIONS IN THAT BEHALF, WITH THE CONSENT OF THE BANK OR FINANCIAL INSTITUTION, IF ANY LOAN IS OUTSTANDING FOR THE PARTNERSHIP FIRM.

8. THAT ALL RATES & TAXES, ESTABLISHMENTS, TRAVELING, MESSING, SALARIES, REMUNERATIONS TO PARTNERS, INTEREST, ENTERTAINMENT, AND OTHER GENERAL CHARGES OF THE PARTNERSHIP BUSINESS SHALL BE DEBITED TO THE PROFIT AND LOSS ACCOUNT OR STATEMENT OF OTHER ACCOUNT OR STATEMENT OF OTHER ACCOUNT AS DECIDED BY THE PARTIES OF THE FIRM, WHICH SHALL BE PREPARED ANNUALLY AND THE ACCOUNT BOOKS OF THE FIRM SHALL CLOSE ON 31st MARCH EVERY YEAR.

9. TO OPEN BANK ACCOUNTS AND TO DRAW, ACCEPT, MAKE, ENDORSE, DISCOUNT, EXECUTE AND ISSUE CHEQUES AS AGREED UPON BY THE PARTIES.

10. TO BORROW OR RAISE LOAN FROM BANKS, FINANCIAL INSTITUTION OR SECURE THE PAYMENT OF MONEY IN SUCH MANNERS AS IS AGREED UPON BY THE PARTIES.

11. THAT THE BANK ACCOUNT OF THE PARTNERSHIP BUSINESS SHALL BE OPERATED UPON BY ANY TWO PARTIES JOINTLY OF THE PARTNERSHIP FIRM; OR AS MUTUALLY DECIDED BY THE PARTNERS OF THE FIRM.

12. THAT THE BOOKS OF ACCOUNTS SHALL BE CLOSED AT THE END OF EVERY FINANCIAL YEAR i.e. 31st DAY OF MARCH, WHEN A STATEMENT OF PROFIT OR LOSS AND BALANCE SHEET SHALL BE DRAWN UP AND THE NET PROFIT OR THE NET LOSS, AS THE CASE MAY BE, SHALL BE SHARED IN ACCORDANCE WITH THE CLAUSE 5 ABOVE.

13. THAT THE PARTIES HERETO SHALL BE ENTITLED TO RECEIVE FROM FIRM INTEREST @12% P.A. ON THEIR CAPITAL AS PER BOOKS OF THE FIRM TO BE CALCULATED ON THEIR CREDIT BALANCE IN THE FIRM'S BOOKS AS ON THE 1st DAY OF ACCOUNTING PERIOD. THE PARTIES, HOWEVER, AS PER MUTUAL AGREEMENT ENHANCE OR REDUCE THE RATES OF CHARGING OF INTEREST ON THEIR SAID CAPITAL.

14. THE PARTY OF FIRST PART i.e. MUKESH KUMAR SOOD, PARTY OF THE SECOND PART i.e. ANU SOOD AND PARTY OF THE THIRD PART i.e. SANJEEV KUMAR SHALL BE THE WORKING PARTNERS OF THE FIRM AND THE FIRM SHALL ALSO PAY REMUNERATION TO ALL PARTNERS, WHICH SHALL BE COMPUTED IN THE MANNER LAID DOWN IN THE EXPLANATION 3 TO SECTION 40(b) OF THE I.TAX ACT 1961 OR ANY OTHER PROVISION APPLICABLE AS MAY BE IN FORCE IN THE INCOME TAX ASSESSMENT OF THE PARTNERSHIP FIRM FOR THE RELEVANT ACCOUNTING YEAR WHICH IS AS UNDER

Vertical text on the left margin, possibly a reference or date.

ATTESTED

26/7/21

Handwritten signature: Anu Sood

Handwritten signature: Sanjeev K



i) IN CASE OF LOSS OR BOOK PROFIT UPTO RS.3,00,000/-

Rs.150000/-OR 90% OF THE BOOK PROFIT WHICHEVER IS HIGHER.

ii) ON THE BOOK PROFITS EXCEEDING Rs.3,00,000/- FOR THE YEAR

THE AMOUNT CALCULATED AS PER CLAUSE(i)ABOVE PLUS 60% OF THE EXCESS OVER Rs.3,00,000/-

THIS REMUNERATION CAN BE INCREASED OR DECREASED IN ACCORDANCE WITH THE MUTUAL CONSENT OF ALL THE PARTNERS.IT ALSO DEPENDS UPON THE PROFITABILITY OF THE FIRM.IF THERE IS NO PROFIT LEFT AFTER PAYING INTEREST,NO REMUNERATION WILL BE PAID,SUCH AMOUNT OF REMUNERATION SHALL BE DISTRIBUTED BETWEEN THE PARTIES IN THE FOLLOWING PROPORTIONS:-

A. MUKESH KUMAR SOOD	(PARTY OF FIRST PART) 33.34%
B. ANU SOOD	(PARTY OF SECOND PART) 33.33%
C. SANJEEV KUMAR	(PARTY OF THIRD PART) 33.33%

SUCH REMUNERATION SHALL BE CALCULATED AT THE CLOSE OF THE ACCOUNTING YEAR AND SHALL BE CREDITED TO THE ACCOUNT OF THE PARTNER.THE WORKING PARTNER SHALL BE ENTITLED TO WITH DRAW OUT OF THE REMUNERATION FOR THEIR PERSONAL NEEDS.THAT THE PARTNER SHALL BE ENTITLED TO REVISE THE MODE OF CALCULATEING REMUNERATIONS.

15. THAT THE PARTIES HERETO SHALL WITHDRAW AMOUNTS FROM THEIR CAPITAL AS STATED ABOVE FOR THEIR PERSONAL USE FROM THE FIRM TILL SUCH TIME AS IS AGREED AMONGST THE PARTIES HERETO FROM TIME TO TIME.
16. THAT IN CASE OF DEATH OR RETIREMENT OF ANY PARTNER OF THE FIRM ALL DEEDS OR DOCUMENTS, DRAFTS OF DEEDS OR DOCUMENT OR ALL SUCH OTHER PAPERS BELONGING TO THE FIRM OR TO THE CLIENT OF THE FIRM OR TO THE CUSTOMERS OF THE FIRM THERE OF WHICH MAY HAVE BEEN IN THE CUSTODY OF THE DESEASED OR RETIRING PARTNER OF THE FIRM SHALL BE HAND OVER TO THE SURVIVING PARTNER OR CONTINUING PARTNER.
17. THAT IN CASE OF ANY DISPUTE REGARDING PARTNERSHIP BUSINESS THE MATTER SHALL BE REFERRED TO ARBITRATION OF TWO ARBITRATORS TO BE APPOINTED BY THE MUTUAL CONSENT OF THE PARTIES HERETO AND THEIR AWARD SHALL BE FINAL AND BINDING ON THE PARTIES TO ARBITRATION AND THE MATTERS RELATING TO THE PARTNERSHIP SHALL NOT BE AGITATED IN ANY COURT OF LAW.
18. THAT NONE OF THE PARTIES HERETO SHALL ASSIGN,MORTGAGE OR CHARGE HIS SHARE IN THE ASSETS OF THE FIRM OR LEND MONEY BELONGING TO THE FIRM OR OTHERWISE DISPOSE OF PROPERTIES OF THE FIRM BY WAY OF PLEDGE,SALE OR OTHERWISE WITHOUT WRITTEN CONSENT OF THE OTHER PARTNERS.

ATTACHED
26/7/21

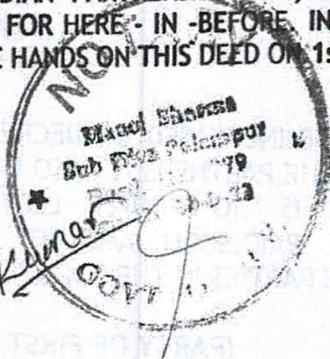
Anu Sood
MKSood

Sanjeev K

19. THAT WITH RESPECT TO ANY MATTER CONNECTED WITH THE AFFAIRS OF THE FIRM, WHICH IS NOT SPECIFICALLY PROVIDED FOR THEREIN, THE PARTNERS MAY MAKE SUCH AGREEMENTS OR DRAFT THE ARTICLE OF ASSOCIATION THERE FOR AND MAY SET IN SUCH MANNER WITH REGARD THERETO AS MAY BE AGREED UPON BY AND BETWEEN THEM SELVES.

20. THAT THE PROVISIONS OF THE INDIAN PARTNERSHIP ACT, 1932 APPLY AS REGARD THE MATTERS NOT EXPRESSLY PROVIDED FOR HERE - IN - BEFORE. IN WITNESS WHERE OF PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THIS DEED ON '1st DAY OF APRIL' 2021.

WITNESS:- Identified By: —



① Muresh kumara
Sh Sh Suresh kumar
Vill Raipur Tee Estate
P.O Thekerdwar.
Teh Palampur Dist Kangra HP
Pin 176102

Mk Sood
MUKESH KUMAR SOOD

(PARTY OF FIRST PART)

Anu Sood

ANU SOOD

(PARTY OF SECOND PART)

Sanjeev K

SANJEEV KUMAR

(PARTY OF THIRD PART)

② Kulbhushar Sood
Sh Late Sh Amar Nath Sood
#934 Ward No 3
M.C. Palampur
Peh Palampur
Dist Kangra HP 176061

Handwritten signature/initials

20/7/21
26/7/21

Certified that this Partnership DEED

is represented for Attestation before me by
Mukesh kumar Sood & Anu Sood

Muresh kumar
26/7/2021

3716.

Deed Endorsement

19.

Token No :- 20210000059628

District Name :

Palampur

This document is presented for registration by Sh./Smt. Mukesh Kumar Sood s/o/d/o/w/o Dinanath Sood before me today on 09-09-2021 Day of Thursday at 16:00:02 PM

Mk Sood
Signature of Presenter

[Signature]
Signature of Registering Officer

Document Details

Book No:4 Registration No. : 332/2021 Registration Date : 09-09-2021 Description of Deed : 46 - Partnership or Co-partnership Deed for every capital (Deed Sub Title - Partnership or Co-partnership Deed for every capital) Deed Execution Date : 09-09-2021
Stamp Duty :- Rs. 200/-, Registration Fee :- Rs. 100/-, Pasting fee :- Rs. 10/-,

Deed Pasting Detail

No. of Deed Pages:3
Additional Book Volume No. : 321
From page : 81 To page : 83

Annexure Pasting Detail

No. of Annexure Pages:6
Supplementary Book Volume No. : 75
From page : 19 To page : 24

Duty and Fee Details

Stamp Duty
Amount:Rs.200/-
Payment Mode: Stamp Paper
Issued by: Stamp Vendor
Vide No.:937
Date:09-09-2021



Registration Fee/Pasting Fee
Amount:Rs.100/-
Payment Mode: CASH
Issued by: SRO Office
Vide No.:
Date:09-09-2021

Amount:Rs.10/-
Payment Mode: CASH
Issued by: SRO Office
Vide No.:
Date:09-09-2021

[Signature]
Signature of Registering Officer

Signature of Registering Officer



Mukesh Kumar Sood(Individual)



20.

Party No.	Party Name and Address	Finger Print	Signature
1	Mukesh Kumar Sood Lohna Palampur Himachal Pradesh PAN No.:		<i>Mk Sood</i>
2	Anu Sood Through GPA Naresh Kumar House No M 21 HBC Hamirpur Himachal Pradesh PAN No.:		<i>Anu</i>
3	Sanjeev Kumar House No 127 Ward No 3 Batra Nagar Hamirpur Himachal Pradesh PAN No.:		<i>Sanjeev</i>

Witness:

Sr.NO	Witness Name and Address	Signature
1	Munish Kumar Address1 - Raipur tea Estate Palampur ... Himachal Pradesh	<i>Munish</i>
2	Kulbhushan Sood Address1 - Ward no 3 MC Palampur ... Himachal Pradesh	<i>Kulbhushan</i>

Identifier:

Sr.NO	Identifier Name and Address	Signature
1	Vivek Kumar Address1 - Advocate Palampur ... Himachal Pradesh PAN No.:	<i>Vivek</i>

CERTIFICATE OF REGISTRATION

(As per the provisions of Registration Act,1908)

The contents of Document read over and explained to the parties who understood all the contents/conditions and admit the execution to be correct. The parties and witnesses have been identified by (Vivek Kumar,Photo I Card-HIM 126/2013) . Hence, the document is here by REGISTERED.

Signature of Registering Officer

AMENDED PARTNERSHIP DEEDN.J. S. Rs. 200/-
Kita-2 attachedTHIS DEED OF AMENDED PARTNERSHIP MADE ON 9th DAY OF SEPTEMBER 2021 AMONG:

1. MUKESH KUMAR SOOD S/O DINA NATH SOOD, AGED ABOUT 53 YRS R/O VILLAGE-LOHNA, P.O. BUNDLA TEA ESTATE, TEHSIL-PALAMPUR, DISTT. KANGRA HP 176061 (i.e PARTY OF FIRST PART)

2. ANU SOOD W/O NARESH KUMAR, AGED ABOUT 63 YRS R/O HOUSE No.M21, HOUSING BOARD COLONY, TEHSIL-HAMIRPUR, DISTT. HAMIRPUR HP 177001 through GPA Naresh Kumar S/o Gian Chand R/o R/O HOUSE No.M21, HOUSING BOARD COLONY, TEHSIL-HAMIRPUR, DISTT. HAMIRPUR HP 177001
GPA is registered in the office of Sub-Registrar Palampur vide Reg. No. 240/2020 dated 10-09-2020 and executant of GPA is alive till date and has not cancelled the GPA.

(i.e PARTY OF SECOND PART)

3. SANJEEV KUMAR S/O BANARSI DASS, AGED ABOUT 46 YRS R/O HOUSE NO 127, WARD NO-3, PARTAP NAGAR, TEHSIL-HAMIRPUR, DISTT. HAMIRPUR 177001. (i.e PARTY OF THIRD PART)

WHERE AS PARTY OF THE FIRST PART, SECOND PART AND THIRD PART HERETO WERE CARRYING ON THE BUSINESS IN THE NAME & STYLE OF URBAN GREENS, C/O SOLUTIONS, NEAR GRAND PLAZA SHOPPING COMPLEX, POST OFFICE & TEHSIL-PALAMPUR DISTT. KANGRA H.P 176061 SINCE LAST SIX MONTHS VIDE PARTNERSHIP DEED DATED 1st APRIL 2021.

AND WHEREAS PARTIES HERETO HAVE DECIDED AND AGREED TO CONTINUE THE EARSTWHILE BUSINESS ON SOME CHANGES IN TERMS AND CONDITIONS HERE-IN-AFTER APPEARING w.e.f 09-09-2021

AND WHEREAS IN ORDER TO AVOID FUTURE DISPUTES AND DIFFERENCES IT WAS NECESSARY AND DESIRABLE TO EXECUTE AMENDED PARTNERSHIP DEED RECORDING RIGHTS AND LIABILITIES OF THE PARTIES INTEREST

NOW THIS DEED WITNESSES AND THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. THAT THE PARTNERSHIP BUSINESS SHALL COMMENCE FROM 09.09.2021.
2. THAT THE PARTNERSHIP BUSINESS SHALL BE CARRIED ON IN THE NAME AND STYLE OF "URBAN GREENS, C/O SOLUTIONS, NEAR GRAND PLAZA SHOPPING COMPLEX, POST OFFICE & TEHSIL-PALAMPUR DISTT. KANGRA H.P 176061 OR SUCH OTHER NAME OR NAMES AS MAY BE AGREED BY THE PARTIES HERETO.
3. THAT THE PARTNERSHIP SHALL BE CARRIED AT "URBAN GREENS" C/O SOLUTIONS, NEAR GRAND PLAZA SHOPPING COMPLEX, POST OFFICE & TEHSIL-PALAMPUR DISTT. KANGRA H.P 176061 OR AT SUCH OTHER PLACE OR PLACES OF BUSINESS AS MAY BE AGREED UPON BY THE PARTIES HERETO.
4. THAT THE NATURE OF THE PARTNERSHIP BUSINESS SHALL BE IN THE BUSINESS OF REAL ESTATES DEVELOPMENT AND CONSTRUCTION FOR COMMERCIAL AND RESIDENTIAL BUILDINGS AND COMPLEXES, SALE AND PURCHASE OF REAL ESTATE BUILDINGS AND COMPLEXES, SALE AND PURCHASE OF LANDS, BUILDING COMMERCIALS OR RESIDENTIAL COMPLEX OR TO DO SUCH OTHER BUSINESS OR BUSINESSES AS MAY BE AGREED UPON BY THE PARTIES HERETO.
5. THAT THE PROFITS AND LOSSES OF THE PARTNERSHIP BUSINESS SHALL BE DIVIDED BETWEEN AND BORN BY THE PARTIES HERETO IN THE FOLLOWING RATIO:

A. MUKESH KUMAR SOOD (PARTY OF FIRST PART) 33.34%
B. ANU SOOD (PARTY OF SECOND PART) 33.33%
C. SANJEEV KUMAR (PARTY OF THIRD PART) 33.33%

6. THAT THE CAPITAL OF THE PARTIES HERETO SHALL BE AS PER ACCOUNT BOOKS OF THE FIRM AND SHALL CARRY SUCH INTEREST AS MENTIONED IN THIS DEED HERE-IN-AFTER.
7. THAT THE PARTNERSHIP IS "AT WILL" AND ANY PARTY DESIRING TO SEVER HIS OR HER CONNECTIONS FROM THE PARTNERSHIP CAN DO AFTER GIVING ONE MONTH'S NOTICE IN WRITING TO OTHER PARTNER OF HIS INTENTIONS IN THAT BEHALF, WITH THE CONSENT OF THE BANK OR FINANCIAL INSTITUTION, IF ANY LOAN IS OUTSTANDING FOR THE PARTNERSHIP FIRM.
8. THAT ALL RATES & TAXES, ESTABLISHMENTS, TRAVELING, MESSING, SALARIES, REMUNERATIONS TO PARTNERS, INTEREST, ENTERTAINMENT, AND OTHER GENERAL CHARGES OF THE PARTNERSHIP BUSINESS SHALL BE DEBITED TO THE PROFIT AND LOSS ACCOUNT OR STATEMENT OF OTHER ACCOUNT OR STATEMENT OF OTHER ACCOUNT AS DECIDED BY THE PARTIES OF THE FIRM, WHICH SHALL BE PREPARED ANNUALLY AND THE ACCOUNT BOOKS OF THE FIRM SHALL CLOSE ON 31st MARCH EVERY YEAR.
9. TO OPEN BANK ACCOUNTS AND TO DRAW, ACCEPT, MAKE, ENDORSE, DISCOUNT, EXECUTE AND ISSUE CHEQUES AS AGREED UPON BY THE PARTIES.
10. TO BORROW OR RAISE LOAN FROM BANKS, FINANCIAL INSTITUTION OR SECURE THE PAYMENT OF MONEY IN SUCH MANNERS AS IS AGREED UPON BY THE PARTIES.
11. THAT THE BANK ACCOUNT OF THE PARTNERSHIP BUSINESS SHALL BE OPERATED UPON BY ANY TWO PARTIES JOINTLY OF THE PARTNERSHIP FIRM, OR AS MUTUALLY DECIDED BY THE PARTNERS OF THE FIRM.
12. THAT THE BOOKS OF ACCOUNTS SHALL BE CLOSED AT THE END OF EVERY FINANCIAL YEAR i.e. 31st DAY OF MARCH, WHEN A STATEMENT OF PROFIT OR LOSS AND BALANCE SHEET SHALL BE DRAWN UP AND THE NET PROFIT OR THE NET LOSS; AS THE CASE MAY BE, SHALL BE SHARED IN ACCORDANCE WITH THE CLAUSE 5 ABOVE.
13. THAT THE PARTIES HERETO SHALL BE ENTITLED TO RECEIVE FROM FIRM INTEREST @12% P.A. ON THEIR CAPITAL AS PER BOOKS OF THE FIRM TO BE CALCULATED ON THEIR CREDIT BALANCE IN THE FIRM'S BOOKS AS ON THE 1st DAY OF ACCOUNTING PERIOD. THE PARTIES, HOWEVER, AS PER MUTUAL AGREEMENT ENHANCE OR REDUCE THE RATES OF CHARGING OF INTEREST ON THEIR SAID CAPITAL.
14. THE PARTY OF FIRST PART i.e. MUKESH KUMAR SOOD, PARTY OF THE SECOND PART i.e. ANU SOOD AND PARTY OF THE THIRD PART i.e. SANJEEV KUMAR SHALL BE THE WORKING PARTNERS OF THE FIRM AND THE FIRM SHALL ALSO PAY REMUNERATION TO ALL PARTNERS, WHICH SHALL BE COMPUTED IN THE MANNER LAID DOWN IN THE EXPLANATION 3 TO SECTION 40(b) OF THE I.TAX ACT 1961 OR ANY OTHER PROVISION APPLICABLE AS MAY BE IN FORCE IN THE INCOME TAX ASSESSMENT OF THE PARTNERSHIP FIRM FOR THE RELEVANT ACCOUNTING YEAR WHICH IS AS UNDER

i) IN CASE OF LOSS OR Rs. 150000/- OR 90% OF THE BOOK
BOOK PROFIT UPTO PROFIT WHICHEVER IS HIGHER.
RS. 3,00,000/-

ii) ON THE BOOK PROFITS THE AMOUNT CALCULATED AS PER
EXCEEDING Rs. 3,00,000/- CLAUSE (i) ABOVE PLUS 60% OF
FOR THE YEAR THE EXCESS OVER Rs. 3,00,000/-

THIS REMUNERATION CAN BE INCREASED OR DECREASED IN ACCORDANCE WITH THE MUTUAL CONSENT OF ALL THE PARTNERS. IT ALSO DEPENDS UPON THE PROFITABILITY OF THE FIRM. IF THERE IS NO PROFIT LEFT AFTER PAYING INTEREST, NO REMUNERATION WILL BE PAID, SUCH AMOUNT OF REMUNERATION SHALL BE DISTRIBUTED BETWEEN THE PARTIES IN THE FOLLOWING PROPORTIONS:-

A.	MUKESH KUMAR SOOD	(PARTY OF FIRST PART) 33.34%
B.	ANU SOOD	(PARTY OF SECOND PART) 33.33%
C.	SANJEEV KUMAR	(PARTY OF THIRD PART) 33.33%

SUCH REMUNERATION SHALL BE CALCULATED AT THE CLOSE OF THE ACCOUNTING YEAR AND SHALL BE CREDITED TO THE ACCOUNT OF THE PARTNER. THE WORKING PARTNER SHALL BE ENTITLED TO WITH DRAW OUT OF THE REMUNERATION FOR THEIR PERSONAL NEEDS. THAT THE PARTNER SHALL BE ENTITLED TO REVISE THE MODE OF CALCULATING REMUNERATIONS.

15. THAT THE PARTIES HERETO SHALL WITHDRAW AMOUNTS FROM THEIR CAPITAL AS STATED ABOVE FOR THEIR PERSONAL USE FROM THE FIRM TILL SUCH TIME AS IS AGREED AMONGST THE PARTIES HERETO FROM TIME TO TIME.
16. THAT IN CASE OF DEATH OR RETIREMENT OF ANY PARTNER OF THE FIRM ALL DEEDS OR DOCUMENTS, DRAFTS OF DEEDS OR DOCUMENT OR ALL SUCH OTHER PAPERS BELONGING TO THE FIRM OR TO THE CLIENT OF THE FIRM OR TO THE CUSTOMERS OF THE FIRM THERE OF WHICH MAY HAVE BEEN IN THE CUSTODY OF THE DESEASED OR RETIRING PARTNER OF THE FIRM SHALL BE HAND OVER TO THE SURVIVING PARTNER OR CONTINUING PARTNER.
17. THAT IN CASE OF ANY DISPUTE REGARDING PARTNERSHIP BUSINESS THE MATTER SHALL BE REFERRED TO ARBITRATION OF TWO ARBITRATORS TO BE APPOINTED BY THE MUTUAL CONSENT OF THE PARTIES HERETO AND THEIR AWARD SHALL BE FINAL AND BINDING ON THE PARTIES TO ARBITRATION AND THE MATTERS RELATING TO THE PARTNERSHIP SHALL NOT BE AGITATED IN ANY COURT OF LAW.
18. THAT NONE OF THE PARTIES HERETO SHALL ASSIGN, MORTGAGE OR CHARGE HIS SHARE IN THE ASSETS OF THE FIRM OR LEND MONEY BELONGING TO THE FIRM OR OTHERWISE DISPOSE OF PROPERTIES OF THE FIRM BY WAY OF PLEDGE, SALE OR OTHERWISE WITHOUT WRITTEN CONSENT OF THE OTHER PARTNERS.
19. THAT WITH RESPECT TO ANY MATTER CONNECTED WITH THE AFFAIRS OF THE FIRM, WHICH IS NOT SPECIFICALLY PROVIDED FOR THEREIN, THE PARTNERS MAY MAKE SUCH AGREEMENTS OR DRAFT THE ARTICLE OF ASSOCIATION THERE FOR AND MAY SET IN SUCH MANNER WITH REGARD THERETO AS MAY BE AGREED UPON BY AND BETWEEN THEMSELVES.

Contd on Page No. 4

Mksood

Anu

Sanjeev K

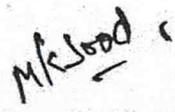
605 Register
Palanpur Dist. Gandhinagar

--4--

20. THAT THE PROVISIONS OF THE INDIAN PARTNERSHIP ACT, 1932 APPLY AS REGARD THE MATTERS NOT EXPRESSLY PROVIDED FOR HERE - IN - BEFORE. IN WITNESS WHERE OF PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THIS DEED ON 9th DAY OF SEPTEMBER 2021.

WITNESS:-


1. Munish Kumar S/o Surinder Kumar
R/o Raipur Tea Estate, Tehsil Palampur,
Distt. Kangra, H.P.
Adhar No. 447095234058

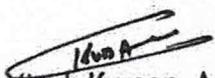

MUKESH KUMAR SOOD

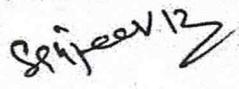
(PARTY OF FIRST PART)


2. Kulbhushan Sood S/o Amar Nath
R/o Ward No. 3 MC Palampur
Adhar No. 575415567317

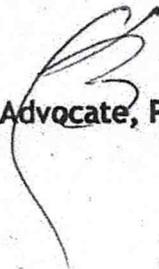

ANU SOOD
Through GPA Naresh Kumar

(PARTY OF SECOND PART)

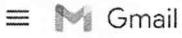

Identified by : Vivek Kumar, Advocate Palampur


SANJEEV KUMAR

(PARTY OF THIRD PART)


Drafted and dictated by : Bhagwan Dass, Advocate, Palampur


Palampur Distt. Kangra



in:sent



Compose



Inbox 7

Starred

Snoozed

Important

Sent

Drafts 1

Purchases 421

Social 6

Updates 11,733

Forums

Promotions 52

Upgrade →

NGT-OA/172/2025-Reply on Behalf of Respondent No.8



Arshad Choudhary <ch.arshad.adv@gmail.com>

2:49 PM · 10 minutes ago

to hardevzharithimalaya@gmail.com, secy_moeef, cs_hp, pccf_hp, dfopiprp@gmail.com

Sir,

I am sending a copy of Reply on behalf of the Respondent No.8, in case of O.A. No.172/2025, titled as Vaishali Rana vs UOI before the Hon'ble National Green Tribunal, Principal Bench, New Delhi. Please find the attachment of Reply and acknowledge it.

--

Kind Regards

ARSHAD ALI CHOUDHARY
ADVOCATE

Counsel for Respondent No.8

One attachment • Scanned by Gmail

Add to Drive

