

**BEFORE THE NATIONAL GREEN TRIBUNAL  
CENTRAL ZONAL BENCH, BHOPAL**

Original Application No. 72/2023 (CZ)

Original Application No. 870/2022 (PB)

**IN THE MATTER OF:**

Mahadev Singh

...Applicant

Versus

State of Rajasthan & Ors.

...Respondent

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**MUKESH KUMAR**  
Advocate  
(AMICUS CURIE)

**DATED: 27.09.2023**

**NEW DELHI**

**BEFORE THE NATIONAL GREEN TRIBUNAL  
CENTRAL ZONAL BENCH, BHOPAL**

Original Application No. 72/2023 (CZ)

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**IN THE MATTER OF:**

Mahadev Singh ...Applicant

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**FACTUAL REPORT ON BEHALF OF AMICUS CURIE**

Most Respectfully Showeth:

1. That the Hon'ble National Green Tribunal appointed undersigned as Amicus Curie vide Order dated 07.08.2023 to assist the Tribunal in aforesaid case. The Hon'ble Tribunal also instructed to amicus curie to visit Udaipur inspects the sites and prepare his own reports and submit it to the Tribunal for the perusal.
2. That the Hon'ble Tribunal fixed following grievances as raise by the complainant.
  1. *Illegal encroachment and construction on grazing land and Baghela Pond by filling it with debris.*
  2. *Cutting of hills & trees and trucks full of debris is dumped into pond in front of Munwas School. Few hotel owners have constructed building by filling a portion of pond by discharging waste water into Pond.*

*3. The natural source of water coming to pond have been closed for construction purposes by Valencia Resort. Sarpanch has constructed houses in grazing land. Munwas dairy is a fresh example.”*

3. That on the basis of grievances, undersigned visited first at Valencia Resorts on 27.08.2023 and photographs taken during the inspection of sites. During inspection a Lease Deed handed over by Mr. Rakesh Bhardwaj, care taker of Valencia Resorts. The copy of Lease Deed dated 03.10.2022 annexed herewith as **ANNEXURE-AC-1**.
4. It is pertinent to mentioned that after completion of the inspection, photographs not provided at the moment as ensure that all photographs shall be sent through email. The original copy of visit proceedings dated 27.08.2023 annexed herewith as **ANNEXURE-AC -2**.
5. That photograph sent after one and half day of inspection and undersigned was surprised while seen the photographs as many relevant photographs were missing which were taken on the instruction of the undersigned.
6. That undersigned raised objection regard to irrelevant photographs sent by the official of RSPCB. The copy of the email dated annexed herewith as **ANNEXURE-AC -3**.
7. That the undersigned again visited Udaipur on 14.09.2023 and told officials that the all photographs must be provided just after completion of the inspection of the sites. The original copy of visit proceedings annexed herewith as **ANNEXURE-AC -4**.

8. It is relevant to mentioned that at the time of visit at Udaipur on both occasion, I called complainant Mahadev Singh many times on his mobile no. 8388922021, but neither taken my call nor call back to undersigned.
9. That on my second visit dated 14.09.2023; I inspected all sites as grievances fixed by the Hon'ble Tribunal. On the basis of factual position seen by undersigned, submitting this report under different headings:
10. That in view of various grievances it is necessary to explain all issues under following headings:-

**A. VALENCIA RESORTS (MOMENTOS BY ITC EKAAYA UDAIPUR):** I visited Valansia Resorts alongwith officials of RSPCB and taken photographs of various locations and observed under following:

(i) Obstruction of natural source of water: An illegal wall was constructed on catchment area and obstructed natural source of water flowing from hill area. Please find photographs as **ANNEXURE-AC-5**.

(ii) Illegal encroachment on grazing land and catchment area by obstructing the natural flow of water. Please find the photographs as **ANNEXURE-AC-6**.

(iii) Illegal construction of bridge over natural flow of water to connect two private properties. Please find photographs as **ANNEXURE-AC-7**.

(iv) Illegal construction of Anicut more than maximum height by stopping natural flow of water. It is submitted that as per information given by the concern officer that Anicut was constructed by SEVA Mandir, an NGO, however, obstructing natural flow of water with purpose to create lake view for the private party is gross violation of Environment protection and conservation. Please find photographs as **ANNEXURE-AC-8.**

(v) Illegal construction of Road about 4 KM by cutting hills and trees and obstructing Natural flow of water on grazing land, catchment area. It is relevant to mentioned that as per information given by the Regional Officer, RSPCB that road constructed under the scheme of Pradhan Mantri Sadak Yojna, however the same was constructed with violation of environmental terms to provide benefit to a private party i.e. Valencia Resorts. Not for the public convenience. Please find photographs as **ANNEXURE-AC-9.**

Observations: It is observed by the undersigned that the Valencia Resorts (Mementos by ITC EKAAYA UDAIPUR) violated the laws of Environment by illegal construction and encroachment on grazing land as well as catchment area. The undersigned also observed that construction of building, bridge by cutting hills are gross violations against protection of environment and conservation.

**B. BAGELA POND:** I visited Bagela pond alongwith Tehsildar, Badgaon and RO, Udaipur and observed under followings:

(i) Illegal encroachment and construction on grazing land.

(ii) Filling of pond with debris on BILA NAAM SADAK and dumping debris in the pond in front of Munwas School.

(iii) Construction of illegal wall by filling portion of pond by owner of adjoining land owner.

(iv) Discharge of waste water into pond by Hotels and Resorts.

The photographs annexed herewith as **ANNEXURE-AC-10**.

**C. MUNWAS SCHOOL:** I visited the place on identification by the Tehsildar, Badgaon and observed that some part of pond area encroached by the owner of connected land, however, as per information given by the concerned officer, said portion of pond was taken under possession by the administration under the provision of section 91 of Rajasthan Tenancy Act ,1955. Please find the Photographs as annexed herewith as **ANNEXURE-AC-11**.

**D. MUNWAS DAIRY:** I visited the place on the identification by the Tehsildar, Badgaon and observed that the construction was done by cutting the portion of hill area; however encroachment was removed by the District Administration. Please find the Photographs as annexed herewith as **ANNEXURE-AC-12**.

**E. BHEEL SAMAJ COMMUNITY HALL:** I visited the place on identification by the Tehsildar, Badgaon and observe that community hall was illegally constructed from the MLA fund by cutting hills and

trees. Please find the photographs as annexed herewith as **ANNEXURE-AC-13**.

11. The said factual report is being submitted to this Hon'ble Tribunal.



**MUKESH KUMAR**  
**Advocate**  
**(AMICUS CURIE)**

**DATED: 27.09.2023**  
**NEW DELHI**

## ANNEXURE-AC-1

## LEASE DEED OF VALENCIA RESORTS

**राजस्थान**

18 SEP 2022



LEASE DEED



THIS LEASE DEED is made at Udaipur (Delwara) on this 3<sup>rd</sup> day of October 2022

BETWEEN

M/s HGADPL-VLPL JV, a Joint Venture of M/s H.G. ACERAGE DEVELOPERS PRIVATE LIMITED (CIN NO. U55101RJ2013PTC042352) and VALENCIA LEISURE PRIVATE LIMITED (CIN No. U55101RJ2013PTC042352) and having its registered office No. 536, 5th Floor, Mangalam Fun Square, Durga Nursery Road, Udaipur, Rajasthan (hereinafter referred to as "THE LESSOR" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include M/s HGADPL-VLPL and its successors and assigns acting through its authorized signatory, Mr. Navneet Choudhary vide Board Resolution dated 16/3/2020 of the First Part.

25/3/2020

AND

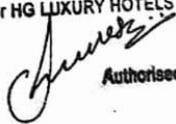
M/s H.G. LUXURY HOTELS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, and presently having its registered office in 14, Panchwati Colony, Ratanada, Jodhpur Rajasthan-342001 (Hereinafter referred to as "THE LESSEE" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include M/s H.G. LUXURY HOTELS PRIVATE LIMITED and its successors acting through its authorized signatory Mr Haresh Patel vide Board Resolution dated 16/3/2020 of the Second Part.

(Both THE LESSOR and THE LESSEE are collectively referred to as "the Parties").

WHEREAS

THAT the LESSOR and the LESSEE have already executed a lease deed dated 01/04/2020 regarding a piece of land situated at Village- Ghati Ka Math, Near Raya Anicut, Patwar Mandal Ghodach, Tehsil Delwara, Rajsamand, Rajasthan, having an area of 102025.58 sq. meters and the building constructed/existing structure thereon referred to as 'THE SAID PREMISES' in the aforesaid Lease Deed. However due to COVID-19 impact and reasons, the same lease deed could not be registered and was notorized. Now both the parties have reached to a new understanding and accordingly want to amend certain conditions of the earlier lease deed dated 01/04/2020 as well as rewrite the conditions as mentioned in the earlier lease deed dated 01/04/2020 as it is for the purpose of more clarity and thus the same is done by way of this lease deed. Clause A. to H. of the earlier lease deed remains same except certain changes in Clause i. which are reproduced hereunder:

For HG LUXURY HOTELS PVT. LTD.



Authorised Signatory

H.G. ACERAGE DEVELOPERS PVT. LTD.  
VALENCIA LEISURE PRIVATE LIMITED



AUTHORISED SIGNATORY

सच पजीयक देलवारा  
जिला-राजसमन्द (राज.)

500x2 = 1000

2458-59

स्व. श्री लक्ष्मी होयल प्र. लि.

पिता श्री धारी कृष्ण

पिता श्री देवराज

पिता श्री जगद

पिता श्री बाल

दिनांक 03-10-2022 दिनांक 15

लक्ष्मी

भारत विक्रेता-पकज लखा  
स्वाम्य विक्रेता ला न 8/20

1	1000
2	2000
3	3000
4	4000
5	5000

1000  
2000  
3000  
4000



- A. WHEREAS, as the Lessor owns a piece of land situated at Village Ghati Ka Math, Near Raya Anicut, Patwar Mandal Ghodach, Tehsil Delwara, Rajasamand, Rajasthan, having an area of 102025.58 sq. meters (Hereinafter to be referred as "the said Plot"), which is converted for establishment of a tourism unit vide conversion order dated 14/05/2019 by the Collector Rajasamand. The building plans of the tourism unit, i.e. the resort have also been approved and released by the Gram Panchayat Ghodach.
- B. AND WHEREAS THE LESSOR is seized and possessed of the said Plot on which the resort building is being constructed, as per the approved Building Plans and in fact at the time of signing of this Lease Deed, the Lessor has already constructed at its own cost some portion of the building as per the approved building plans and has also carried out certain development works related to the said Land as it is situated on uneven parcel of land which required proper dressing, exterior land development, stone masonry and internal roads to make it fit for construction of proper building for resort purposes, restaurants etc. as per the approved building plans/ revised building plans. The said entire Plot admeasuring 102025.58 sq. meters and the building constructed thereon shall hereinafter be referred as 'THE SAID PREMISES'.
- C. AND WHEREAS based on the above representations made by THE LESSOR and after due inspection and verification of "the said Premises", approved building plans, ownership record of the said Plot and other documents relating to the title of the said Plot, competency and all other relevant details, THE LESSEE is satisfied in all respects with regard to the right, title and authority of THE LESSOR to enter into this Lease Deed.
- D. AND WHEREAS THE LESSOR states that Building Plan approval from the competent authority has already been obtained for construction of the resort and the possession of the said Premises shall be immediately handed over to THE LESSEE for the purpose of carrying out further construction as per the approved Building Plans/ revised Building Plans in the said Premises for commencing its business activities.
- E. AND WHEREAS, THE LESSEE hereby confirms that it shall carry out, implement and execute all construction works/designs of the said Land at it's own cost and efforts, in compliance/adherence with the approved Building Plans/ revised Building Plans and other guidelines issued by THE LESSOR from time to time for carrying out such works within the stipulated time period of 42 months provided by the Lessor or such other extended time which is agreed by and between both the parties. The same time period in the earlier lease deed, dated 01/04/2020 was 36 months which has now been extended to 42 months.

For HG LUXURY HOTELS PVT. LTD

  
Authorised Signatory

H.G. ACERAGE DEVELOPERS PVT. LTD.  
VALENCIA LEISURE PRIVATE LIMITED

  
उद्योग विकास देलवाड़ा : AUTHORISED SIGNATORY  
जिला-राजसमन्द (राज.)

500x2 = 1000

2458-59

स्व. श्री. लक्ष्मी होयसरा ज.लि.

जन्म १५/०५/१९५०

पति श्री. देवराजराव

पिता श्री. आनंदराव ज.लि. ज.लि.

पेशावर/व्यवसाय वपराज

दिनांक ०३-१०-२०२२ वि.सं. ५५

२५२५५५

भूखण्ड वि.सं. - पंजाब लखन  
सह्याय वि.सं. ला. नं. ८/२०१

1	1000
2	2000
3	3000
4	4000

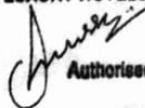
F. AND WHEREAS THE LESSEE undertakes that after completion of the construction, all the pre-requisite sanctions, approvals, licenses, from all the Statutory/Competent Authorities, which may be necessary for commencement of its business operations, the occupancy certificate which shall be obtained by the LESSOR. THE LESSEE shall carry out the interior work, furniture, fittings and plant & machinery by employing the competent agencies of its own choice and THE LESSEE shall alone bear the entire cost of such consultants, interior, furniture, fittings & fixtures and plant and machinery to be installed in the said Premises. THE LESSEE shall intimate, in writing, the completion of the construction of the building and interior works to THE LESSOR along with a certificate that the interior works have been carried out by THE LESSEE as per the drawings approved by THE LESSOR, however THE LESSOR shall have the option and right to inspect and verify the same.

AND WHEREAS THE LESSEE confirms that it is executing this Lease Deed with full knowledge of all the laws, bye-laws, rules, regulations, notification etc. which are applicable to the said Plot, said Building (the said Land).

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

1. THE LESSOR hereby leases out to THE LESSEE and THE LESSEE takes on lease from the date of signing of this Lease Deed the said Premises on as is where is basis along with the exterior and other land development works carried out by the LESSOR.
2. THE LESSEE after taking over the possession of the said Plot shall make construction of the resort building as per the approved plans within the stipulated time period of 42 months and thereafter complete the interior work and the installation of fittings and obtain all the requisite licenses, permissions and NOCs necessary for running and operating a resort in the said Premises from the department concerned in a further period of 4 months and commence its business operations of running the resort, except Occupancy Certificate which shall be obtained by the LESSOR. However, the said time may be extended by both parties as mutually decided by them. The same time period in the earlier lease deed dated 01/04/2020 was 36 months which has now been extended to 42 months.
3. The resort property constructed on the said Land, i.e. the said Premises along with its fixtures and furniture, plant & machinery shall be completely maintained by THE LESSEE during the period of this lease at its own costs and all the charges towards UD Tax and other government levies payable during the currency of this Lease Deed shall be borne by THE LESSEE alone.
4. The LESSOR has agreed to let out the said Premises on as is where is basis and the Lessee has agreed to take the said Premises on lease on monthly rental basis the said Premises for the period of 19 years from the date of signing of this Lease Deed or further extended period as may be done and agreed by and between both the parties from time to time. However, it is clarified that the lease rent would begin from the next month of the starting of the business operations of the resort after the completion of the construction and the interior work and obtention of all requisite permissions as are required from various statutory authorities.

For HG LUXURY HOTELS PVT. LTD

  
Authorised Signatory

H.G. ACERAGE DEVELOPERS PVT. LTD  
VALENCIA LEISURE PRIVATE LIMITED

  
AUTHORISED SIGNATORY

  
उपेन्द्रसिंह देलवाड़ा  
जिला-राजसमन्थ (राज.)



5. The LESSOR shall receive lease rent on revenue sharing basis which will be 3% of the Gross Revenue (as defined by THE LESSEE) exclusive of GST and any payments made by the LESSEE for availing the services of any reputed hotel group/operating agency for operation and management of the resort under an operating agreement/management contract. The LESSEE shall pay such rent on monthly basis towards the use and occupation of the said Land. THE LESSOR shall have a right to inspect the accounts of THE LESSEE at any time by giving a 7 days advance notice to ascertain the Gross Revenue of THE LESSEE.
6. THE LESSEE shall pay to the Lessor the Rent for the said Premises, in the manner indicated hereinafter, on or before the 7<sup>th</sup> day of every English calendar month for that month. The mode of payment of the Rent shall be by way of cheque/NIFT/net banking subject to income tax deduction at source as per the provisions of the Income-Tax Act, 1961 or any statutory modification or re-enactment thereof, and THE LESSEE will provide the necessary certificates for the same. The accounts of both the parties shall be reconciled once in an year and any shortfall/excess receivable/paid by the LESSEE to the LESSOR shall be adjusted after the audit of accounts of LESSEE carried under any law for the time being in force
7. THE LESSEE shall pay directly to the concerned service providers, as per actual, electricity charges, water charges, telephone and internet usage charges with respect to the said Land during the tenure of this Agreement. The Lessee shall also be liable to pay the taxes related to its specific business activities that may be imposed by the local authority/Municipal board or government.
8. The LESSEE shall have full right with respect to the said Premises including the right to sub-let the same or enter into an operating agreement or a management contract with any renowned hotel group as may be decided by the LESSEE at its option. The period of such operating agreement/management contract, the revenue to be paid to such operating agency/hotel group and other terms will be jointly decided by the LESSEE and the LESSOR in writing. In case the LESSEE enters into such management and operation agreement with any renowned hotel group then it shall novate/assign the complete agreement in favour of the LESSOR at the time of termination of the lease deed by efflux of time or otherwise as the case may be. The same clause has been amended to the extent of the following, "The period and other terms may be decided by the LESSEE only and the LESSOR shall have no say in the same" as mentioned in the earlier lease deed dated 01/04/2020."
9. The tenure of the Lease is 19 years from the date of signing of the Lease Deed and during the said period, THE LESSOR would not be allowed to terminate the Lease Deed. However, THE LESSEE agrees that if THE LESSOR is constrained by the acts of THE LESSEE which involve breaches/ defaults of the Lease Deed or if THE LESSEE or its bankers have dishonored the cheques for 3 times in a year made in payment of various sums due under the Lease Deed and THE LESSEE does not rectify the breach within 15 days of receipt of notice of such breach, then in that event THE LESSEE authorizes and grants a specific right to THE LESSOR to terminate this Lease Deed and claim outstanding arrears of rent and THE LESSEE hereby undertakes to pay the said sums without any demur or protest whatsoever and will not raise any claims or disputes in this regard.
10. That the lease deed shall be renewable at the sole option of the LESSEE upon the termination of the Lease Deed by efflux of time, i.e. after completion of 19 years from the date of signing this Lease Deed, THE LESSEE shall handover the peaceful and vacant possession of the said Premises, i.e. the said Plot along with the construction thereon to THE LESSOR and THE LESSOR after applying depreciation shall pay the depreciated amount for construction to THE LESSEE. THE LESSOR shall pay interest to THE LESSEE at the rate of 15% p.a. for the period of delay and THE LESSEE shall be entitled to retain possession of the said Land without use and without payment of rent and other charges for such period of delay.

For H.G. LUXURY HOTELS PVT. LTD.

उपपंजीयक देलवाडा  
जिला-राजसमन्द (राज.)

H.G. ACERAGE DEVELOPERS PVT. LTD.  
VALENCIA LEISURE PRIVATE LIMITED

AUTHORISED SIGNATORY



**Presentation Endorsement**

आज दिनांक 07 माह 10 सन् 2022 को 01:03 PM बजे  
 श्री/श्रीमती/सुश्री MS HGADPL VLPL JV AUTHORIZED SIGN NAVNEET  
 CHOUDHARY पुत्र/पुत्री/पति श्री VIJENDRA SINGH CHOUDHARY  
 उम्र 35 वर्ष, जाति 0-CHOUDHARY, व्यवसाय Business  
 निवासी House No.:NA, Colony: ABU ROAD, Area: SIROHI, City:  
 SIROHI, Pin code: 307501, District: SIROHI, State: RAJASTHAN

H.G. AUTHORIZED SIGNATURE के पंजीयन हेतु प्रस्तुत किया।  
 VALENCIA LEISURE PRIVATE LIMITED

हस्ताक्षर प्रस्तुतकर्ता  
 202201272001860  
 AUTHORIZED SIGNATORY  
 Lease period 15 to 20 year

  
 हस्ताक्षर उप पंजीयक,  
 DELWARA

**Fees Receipt Endorsement**

रसीद नं.	202202272001864
दिनांक	07-10-2022
पंजीयन शुल्क ₹	1248473
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	300
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	1560591
कमी सरचार्ज शुल्क ₹	468177
कुल योग	3277541

202201272001860  
 Lease period 15 to 20 year

  
 उप पंजीयक, DELWARA

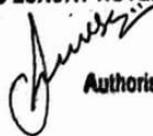
**Mode of Payment (#Mode Number Amount #)**

Stamp 2458 ₹ 2600 # e-Registration  
 Receipt RJ1236142802148 ₹ 1248773 #  
 eStamp IN-RJ72252433878281U ₹  
 2026168



11. The Lease Deed along with the Annexures annexed hereto constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions written or oral, correspondence and/or any deeds between the Parties. This Lease Deed shall not be changed or modified except by written amendment duly agreed and signed by the Parties.
12. The original Lease Deed duly executed shall be retained by THE LESSOR and copy of the same certified to be a true copy will be provided to THE LESSEE by THE LESSOR. The original Lease Deed shall be produced by THE LESSOR as and when required by THE LESSEE.
13. Failure of either Party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision hereof.
14. THE LESSOR shall not be held responsible for any consequences or liabilities under this Lease Deed if it is prevented in performing its obligations under the terms of this Lease Deed by reason of laws or regulations, action by any local body or authority, local or otherwise, riots, insurrection, war, terrorist action, acts of God and unforeseen circumstances beyond its control. The performance of THE LESSOR's obligation under this Lease Deed shall be subject to the regular payment of rent including other payments by THE LESSEE as stipulated in this Lease Deed.
14. The disputes or differences between THE LESSEE and THE LESSOR pertaining to performance of the terms and conditions of this Agreement shall, so far as it is possible settled amicably through consultation between authorized representatives of the parties. If after 15 days of consultation, the parties fail to reach an amicable settlement on the disputes or differences pertaining to the performance of this Agreement, such disputes or differences shall be submitted to Arbitration for final adjudication. Reference to arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 and/or any statutory modifications thereto by an Arbitral Tribunal consisting of three arbitrators. Each Party shall appoint its nominee arbitrator and both the appointed nominee arbitrators shall appoint third arbitrator, who shall be the Presiding Arbitrator. If the nominee arbitrators fail to reach a consensus on the Presiding Arbitrator, the parties shall approach the Court for appointment of a Presiding Arbitrator, the seat of arbitration shall be at Jaipur and all the disputes between the contracting parties shall be subject to the jurisdiction of courts at Jaipur only.
16. That this Lease Deed and the rights and obligations of the Parties under arising under and out of this Lease Deed be construed and enforced in accordance with the laws of India. The terms and conditions agreed between THE LESSOR and THE LESSEE contained in this Lease Deed and shall be binding on THE LESSOR and THE LESSEE.

For HG LUXURY HOTELS PVT. LTD.

  
Authorized Signatory

H.G. ACERAGE DEVELOPERS PVT. LTD.  
VALENCIA LEISURE PRIVATE LIMITED

  
AUTHORISED SIGNATORY

  
छप पेजीयक देलवाड़ा  
जिला-राजसमन्द (राज.)



## Endorsement of Execution

अनु क्र. पक्षकारों का नाम व पता	छायाचित्र	अंगूठा	पक्षकारों का प्रकार
1 श्री/श्रीमती/सुश्री MS HGADPL VLPL JV AUTHORIZED SIGN NAVNEET CHOUDHARY, पुत्र/पुत्री/पति श्री VIJENDRA SINGH CHOUDHARY, व्यवसाय Business जाति 0-CHOUDHARY House No.:NA, Colony: ABU ROAD, Area: SIROHI, City: SIROHI, Pin code: 307501, District: SIROHI, State: RAJASTHAN			Executant Age : 35 Signature :
2 श्री/श्रीमती/सुश्री MS HG LUXURY HOTELS PVT LTD AUTHORIZED SIGN HARESH PATEL, पुत्र/पुत्री/पति श्री PATEL JAYANTILAL, व्यवसाय Business जाति 0-PATEL House No.:NA, Colony: AHMEDABAD, Area: AHMEDABAD, City: AHMEDABAD, Pin code: 380008, District: AHMEDABAD, State: GUJARAT			Claimant Age : 39 Signature :

ने लेख्यपत्र Lease period 15 to 20 year को पत्र मुन व समझकर निष्पादन करना स्वीकार किया ।

प्रतिफल राशि रु 0/- पूर्व में / मेरे समक्ष / मैं से रु 0/- पूर्व में ----- ये मेरे समक्ष प्राप्त करना स्वीकार किया ।

उक्त निष्पादन कर्ता की पहचान निम्न व्यक्तियों ने की है , जिनके हस्ताक्षर एवं अंगूठा निशान मेरे समक्ष लिए गए हैं।

अनु क्र. गवाहों का नाम व पता	छायाचित्र	अंगूठा	हस्ताक्षर
1 Name: श्री/श्रीमती/सुश्री GEVARDAS, पुत्र/पुत्री/पति श्री BHANARAM जाति VAISHNAV Age: 43 Add: House No.:NA, Colony: KANKROLI, Area: RAJNAGAR, City: RAJNAGAR, Pin code: 313324, District: RAJSAMAND, State: RAJASTHAN			Signature 
2 Name: श्री/श्रीमती/सुश्री RAKESH BHARADWAJ, पुत्र/पुत्री/पति श्री PRABHUDAYAL जाति BHARADWAJ Age: 64 Add: House No.:NA, Colony: GOVIND NAGAR, Area: JAIPUR, City: JAIPUR, Pin code: 302021, District: JAIPUR, State: RAJASTHAN			Signature 

202201272001860

उप पंजीयक, DELWARA

Lease period 15 to 20 year

IN WITNESS WHEREOF the Parties hereto have set their hands to these presentation on the day, month and year first and above mentioned.

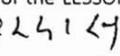
LESSOR

For HGADPL-VLPL  
H.G. ACERAGE DEVELOPERS PVT. LTD.  
VALENCIA LEISURE PRIVATE LIMITED

  
AUTHORISED SIGNATORY

Authorized signatory,

WITNESS of the LESSOR

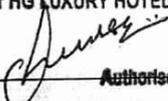
Signature 

Name: Ghevar Das Vaishnav S/o Shree Bhana Ram

Address: karani Vihar Bihend Tehasil Office Kishor nagar Rajsamand

LESSEE

FOR H.G. LUXURY HOTELS PRIVATE LIMITED  
For HG LUXURY HOTELS PVT. LTD.

  
Authorized Signatory

Authorized signatory

WITNESS of the LESSEE

Signature 

Name: Rakesh Bharadwaj S/o Shree Prabhu Dayal Sharma

Address: 185- A, Govind Nagar, Chitrakoot, Jaipur

ANNEXURES 1	—	PATTA
ANNEXURE 2		BUILDING PLAN

  
छप पंजीयक दलका  
जिला-राजसमन्द (राज.)

## ANNEXURE-AC-2

## VISIT PROCEEDINGS DATED 27.08.2023

VISIT AT KAILASHPURI AND SARE PANCHAYAT  
UDAIPUR (RAJASTHAN)

Dated:- 27.08.2023

Proceedings:- Today visited at valantia Resorts along with officials from Regional office, pollution control Board, Udaipur. I met with Rakesh Bhardwaj, Authorised Signatory of H.G. Luxury Hotels Pvt. Ltd. Mr. Bhardwaj informed me that this is not valantia Resorts as it is maintained and managed by Moments by ITC, Ekaaya, Udaipur. Further, informed me that earlier this land was owned by H.G. Aserage Developes Pvt. Ltd. and valantia Leisure Pvt. Ltd.

SR. NO.	NAME	DESIGNATION	MOBILE NO.	SIGNATURE
1.	Mukesh Kumar	Advocate (Amicus Curie)	8800424215	MKumar
2.	Shard Sakseena	RO RSPCB Udaipur	9829967299	Shard
3.	Rakesh Bhardwaj	Auth. Signatory.	7340314084.	Rakesh
4.	Anurag Yadav	RO RSPCB Rajasthan	8094178389	Anurag
5.	SHYAM PATEL	PHOTOGRAPHER	7576653564	Shyam

## ANNEXURE-AC-3

## EXTRACT OF EMAIL CONVERSATION

per the order dated 07.08.2023 of Hon'ble National Green Tribunal.

My humble request to you that please speak photographer to provide all relevant photographs which was taken on my instruction.

selection or rejection of photographs shall be my decision as Amicus Curie in the present case not by photographer or officials of Rajasthan Pollution Control Board.

All 90 photographs sent by you either repeated photographs or irrelevant photographs for the purpose of preparation of report on my part.

Please take appropriate action on urgent basis.

Regards

Mukesh Kumar

Advocate

(AMICUS CURIE)

On Tuesday, 29 August, 2023 at 10:29:24 am IST, RO RPCB UDAIPUR

<[rorpcbudaipur@gmail.com](mailto:rorpcbudaipur@gmail.com)> wrote:

----- Forwarded message -----

From: **RO RPCB UDAIPUR** <[rorpcbudaipur@gmail.com](mailto:rorpcbudaipur@gmail.com)>

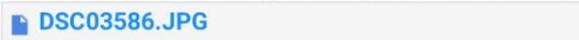
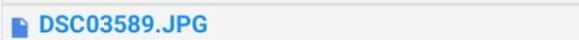
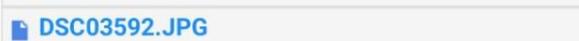
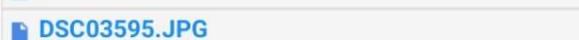
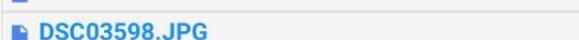
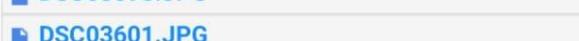
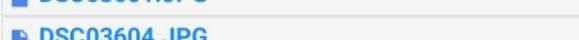
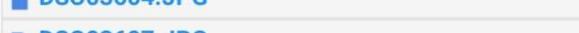
Date: Mon, 28 Aug 2023, 17:06

Subject: Re: Mahadev Singh Vs. State of Rajasthan (O.A. no. 870/2022 National Green Tribunal)

To: mukesh kumar <[mkchauhanlawyer@yahoo.co.in](mailto:mkchauhanlawyer@yahoo.co.in)>

Sir,

Please find the attached photographs and videos captured during the visit dated 27.08.2023.

 IMG_4339.JPG
 IMG_4340.JPG
 IMG_4341.JPG
 IMG_4342.JPG
 IMG_4343.JPG
 IMG_4344.JPG
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 IMG_4336.JPG
 IMG_4337.JPG
 IMG_4338.JPG

**Subject** Re: Mahadev Singh Vs. State of Rajsthan (O.A. no. 870/2022 National Green Tribunal)  
**To:** [RO RPCB UDAIPUR <rorpcbudaipur@gmail.com>]  
**From** mukesh kumar <mkchauhanlawyer@yahoo.co.in>  
**Cc:** [member-secretary@rpcb.nic.in <member-secretary@rpcb.nic.in>, ms.rpcb@gmail.com <ms.rpcb@gmail.com>, dm-uda-rj@nic.in <dm-uda-rj@nic.in>]  
**Date** Fri, 1 Sept 2023 at 14:37

In reply to your email dated 30.08.2023, my humble submission that i will visit again at Valencia Resort as well as other places to inspect the site as soon as possible. This is for your information and record.

Regards

Mukesh Kumar  
Advocate  
(AMICUS CURIE)  
O.A. 72/2023 (Mahadev Singh Vs. State of Rajsthan & Ors.  
NGT,CZ)

On Wednesday, 30 August, 2023 at 09:28:28 am IST, RO RPCB UDAIPUR <rorpcbudaipur@gmail.com> wrote:

Sir,

With reference to your mail above, it is most humbly submitted that the rspcb has absolutely no intention of withholding any photographs or selecting/ rejecting the same. All the photographs dully taken as per your direction have been sent to your good self vide this office email dated 28.08.2023 at 5.07 pm after availing the time of uploading the same. During your visit of Valencia resort done on 26.08.2023 as per your directions the Valencia resort site was visited and thoroughly examine by your good self and other sites were to be inspected during your next visit. It is again submitted that the photographer was instructed by your good self only to take different pics and was at your disposal and also in direct contact with you and it is also submitted that your assistant advocate was also taking all the photographs at the same time on his mobile phone and therefore all details are already with you and the matter therefore is totally transparent and rspcb has not selected or rejected any photo .During your next visit you can always see the Photographs taken and count them so that such an issue does not arise in future  
Thanking you.

On Wed, 30 Aug 2023, 08:21 mukesh kumar, <mkchauhanlawyer@yahoo.co.in> wrote:

Dear Sir,

After viewing total 90 photographs sent by you, i found that more than 30 relevant photographs not sent to me which is relevant to prepare the report as

## VISIT PROCEEDINGS DATED 14.09.2023

In the matter of:-

Mahadeo Singh

vs.

State of Rajasthan & Ors.

Proceedings of dated:- 14.09.2023

Today visit all Site mentioned in the order dated 07.08.2023. I requested all concern stake holder to be present today through email.

<u>NAME</u>	<u>MOBILE NO.</u>	<u>Signature</u>
1. SHYAM PATEL (PHOTOGRAPHY)	7976653564	Shyam 
2. Kunj Bihari Palival (Scientific Officer) R.S.P.C.B., Udaipur	9660077231	
3. Shiv Kumar (Environmental Engineer) R.S.P.C.B. Udaipur.	9414441281	
4. Mukesh Kumar Advocate (AMICUS CURIE)	8800424215	Mkumar
5. Sharad Saksena R.O. RSPCB Udaipur	9829967299	Shr

**ILLEGAL CONSTRUCTION OF WALL BY VALENCIA RESORT**















ANNEXURE-AC-6

ENCROACHMENT ON GRAZING LAND AND CATCHMENT AREA BY VALANCIA RESORT





















**ANNEXURE-AC-7**

**ILLEGAL CONSTRUCTION OF BRIDGE BY VALENCIA RESORT  
OVER NATURAL FLOW OF WATER**











# Live Satellite View



Unnamed Road, Raya, Rajasthan  
312202 India



Night View



Traffic View



Terrain View



12:25

4G 93%



# Live Satellite View



Unnamed Road, Raya, Rajasthan  
312202 India



Night View



Traffic View



Terrain View



11:10    ...

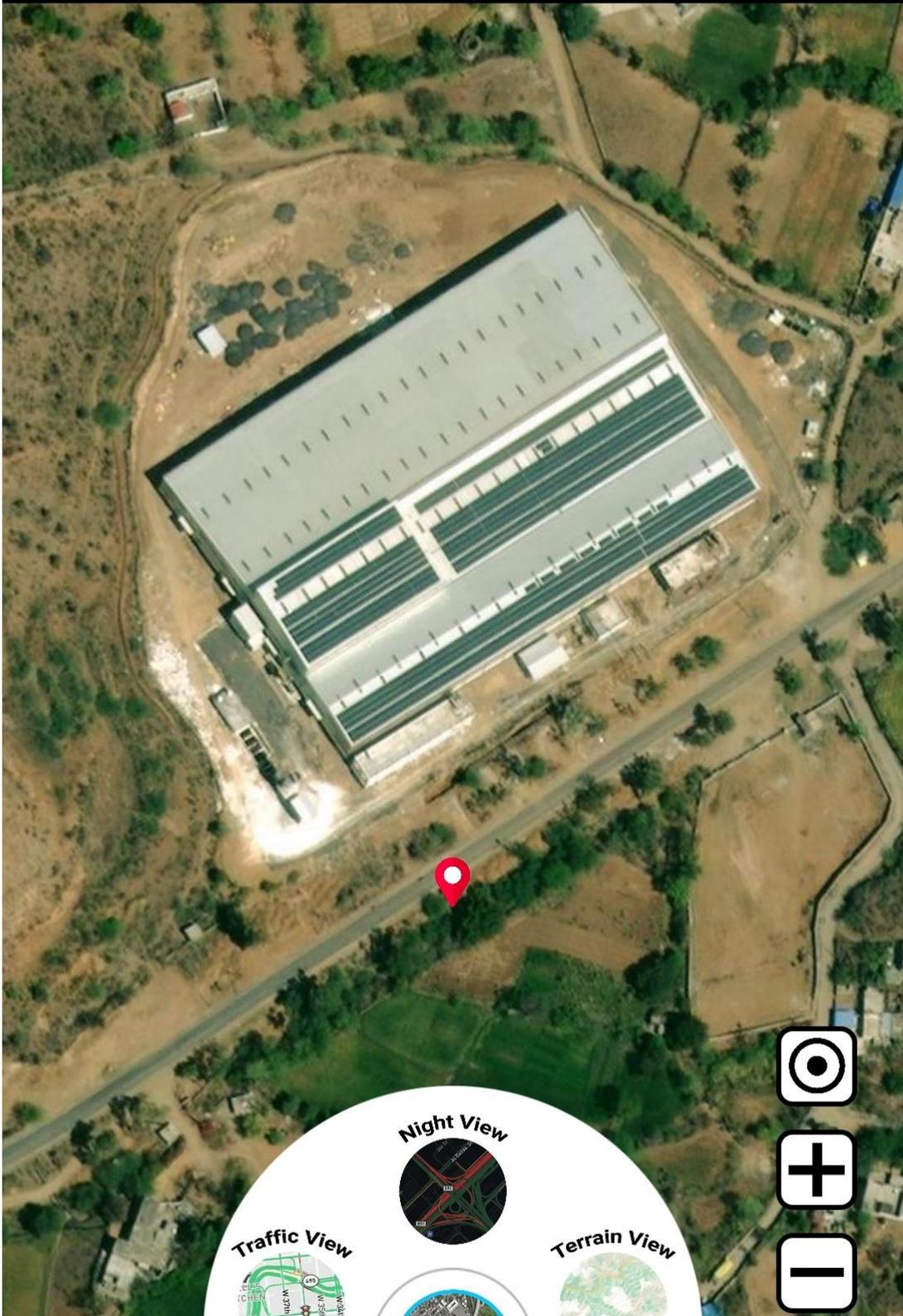
4G  99%



# Live Satellite View



Eklingji - Delwara Rd, Kaliwas,  
Raichan 312202 India



Night View



Traffic View



Terrain View



12:27  

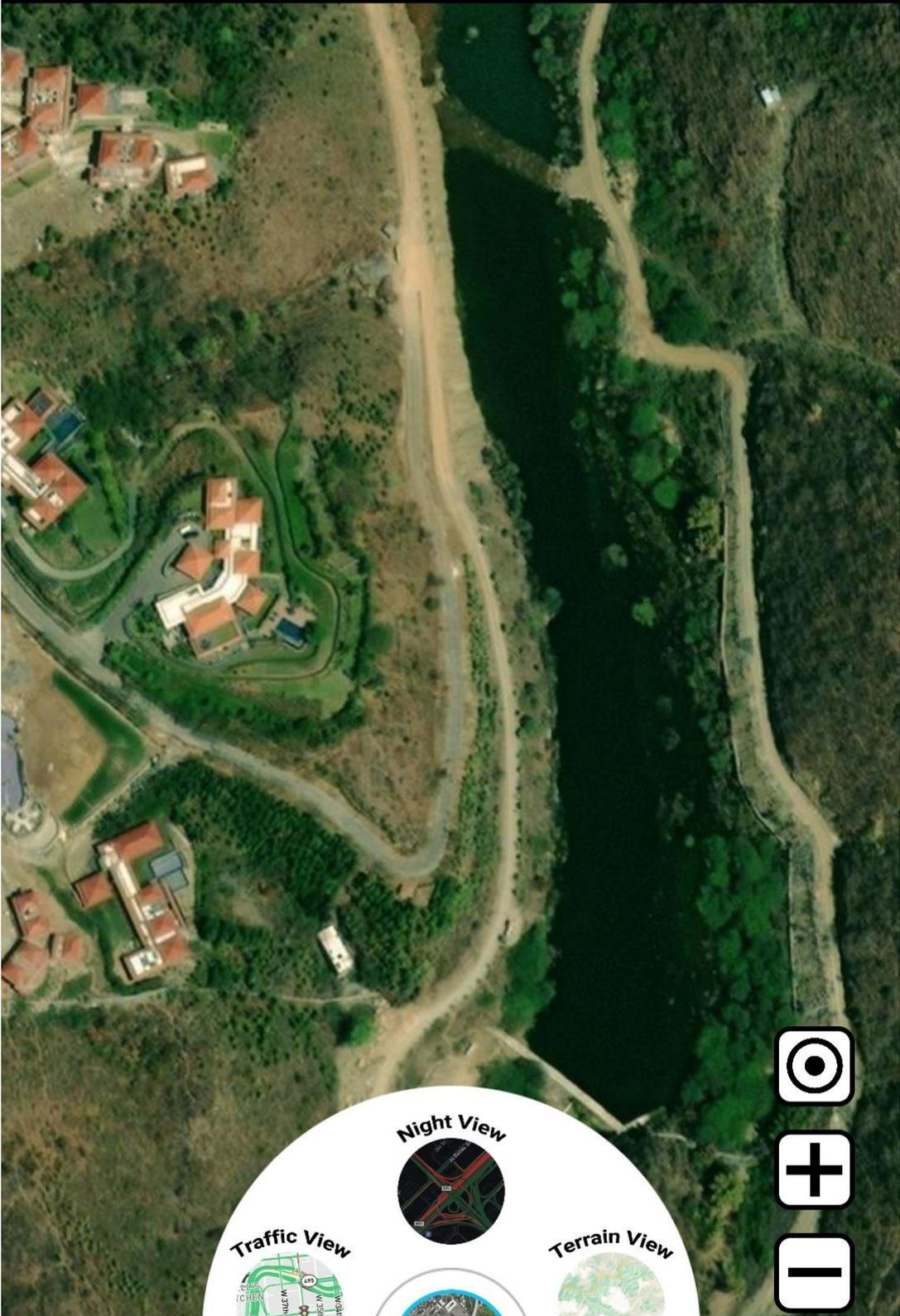
4G  93%



# Live Satellite View



Unnamed Road, Raya, Rajasthan  
312202 India



Night View



Traffic View



Terrain View



12:27 TOI

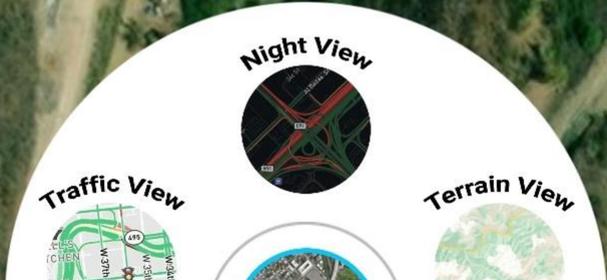
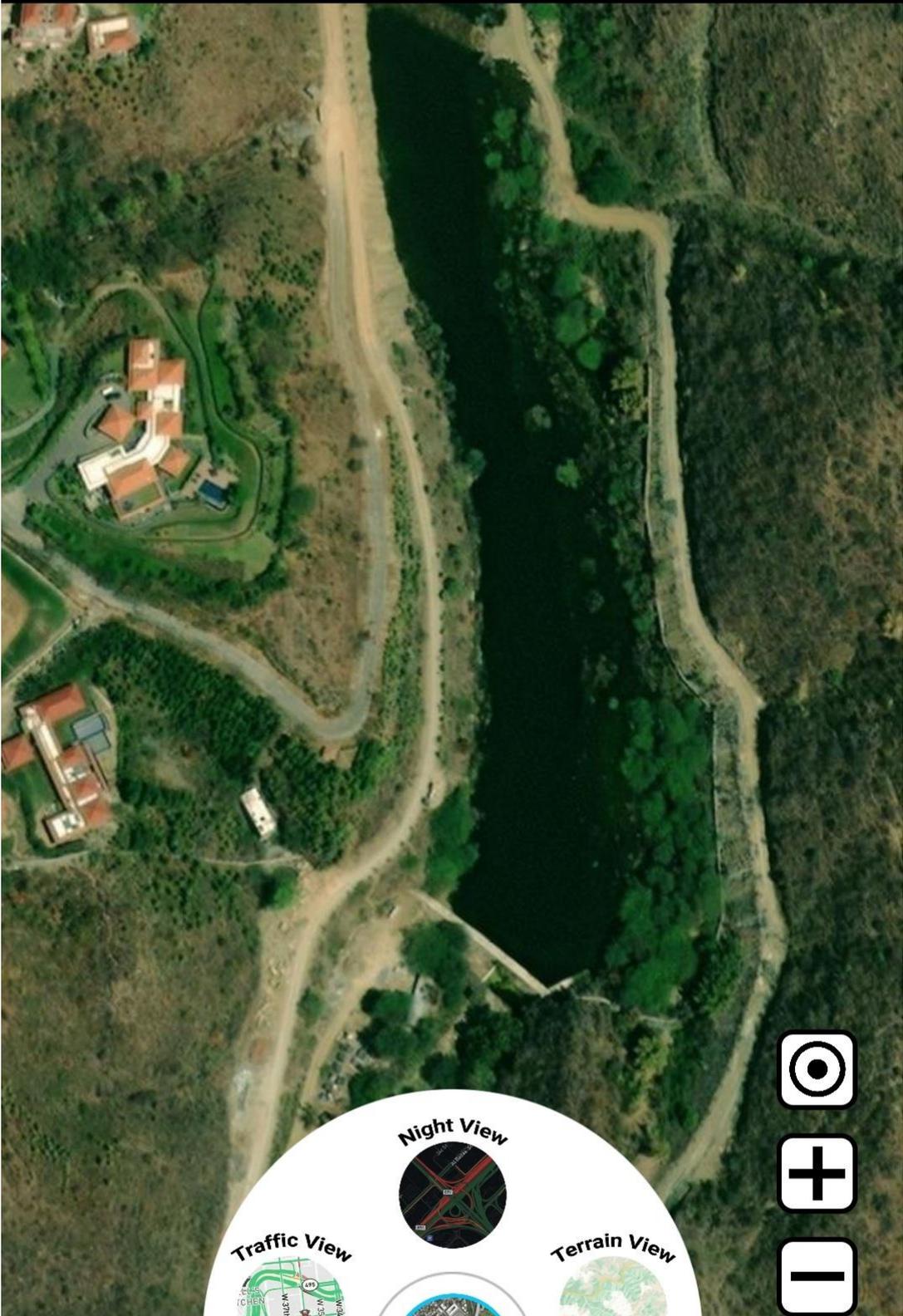
4G 93%



# Live Satellite View



Unnamed Road, Raya, Rajasthan  
312202 India

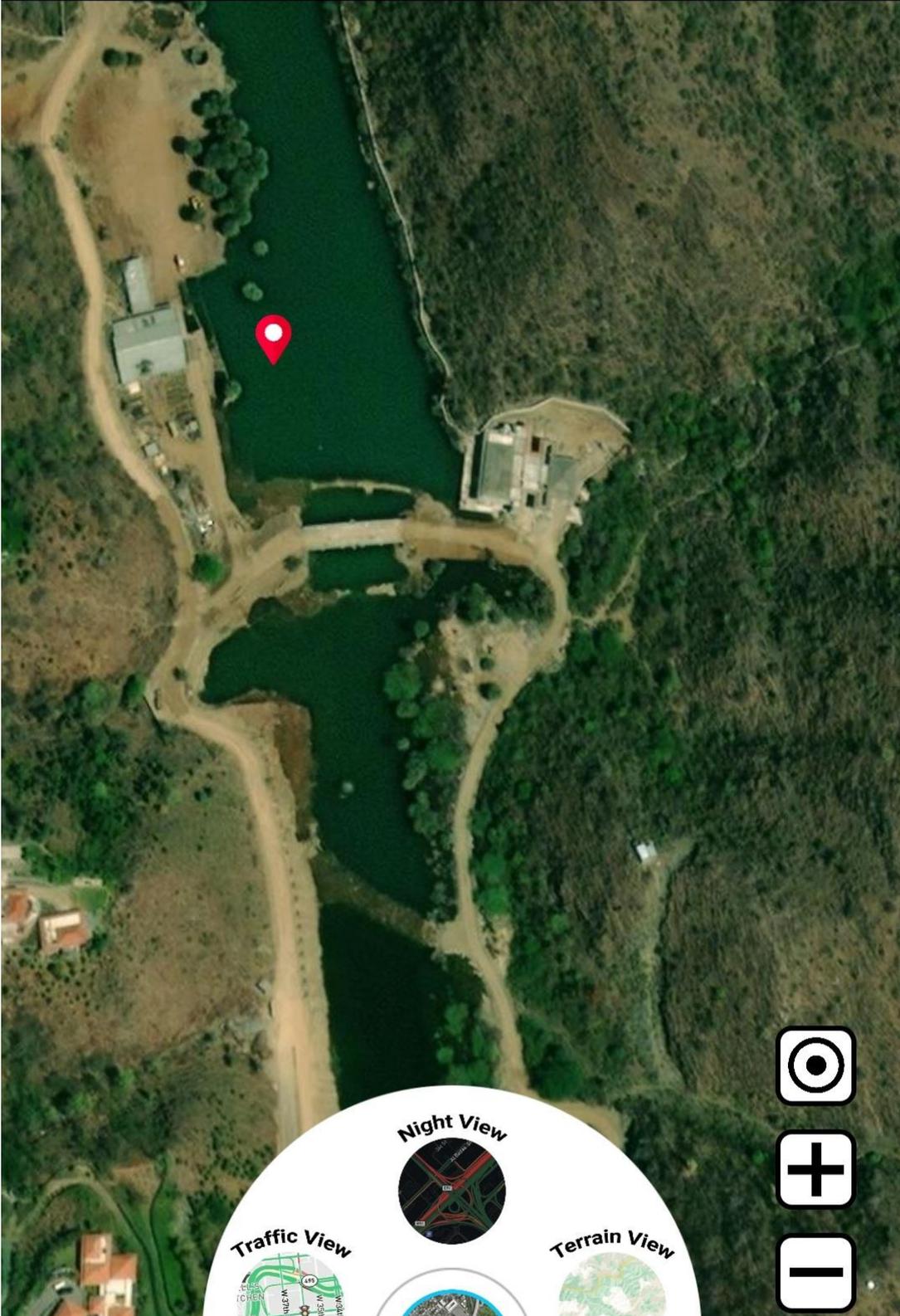




# Live Satellite View



Unnamed Road, Raya, Rajasthan  
312202 India



Night View



Traffic View



Terrain View



12:31

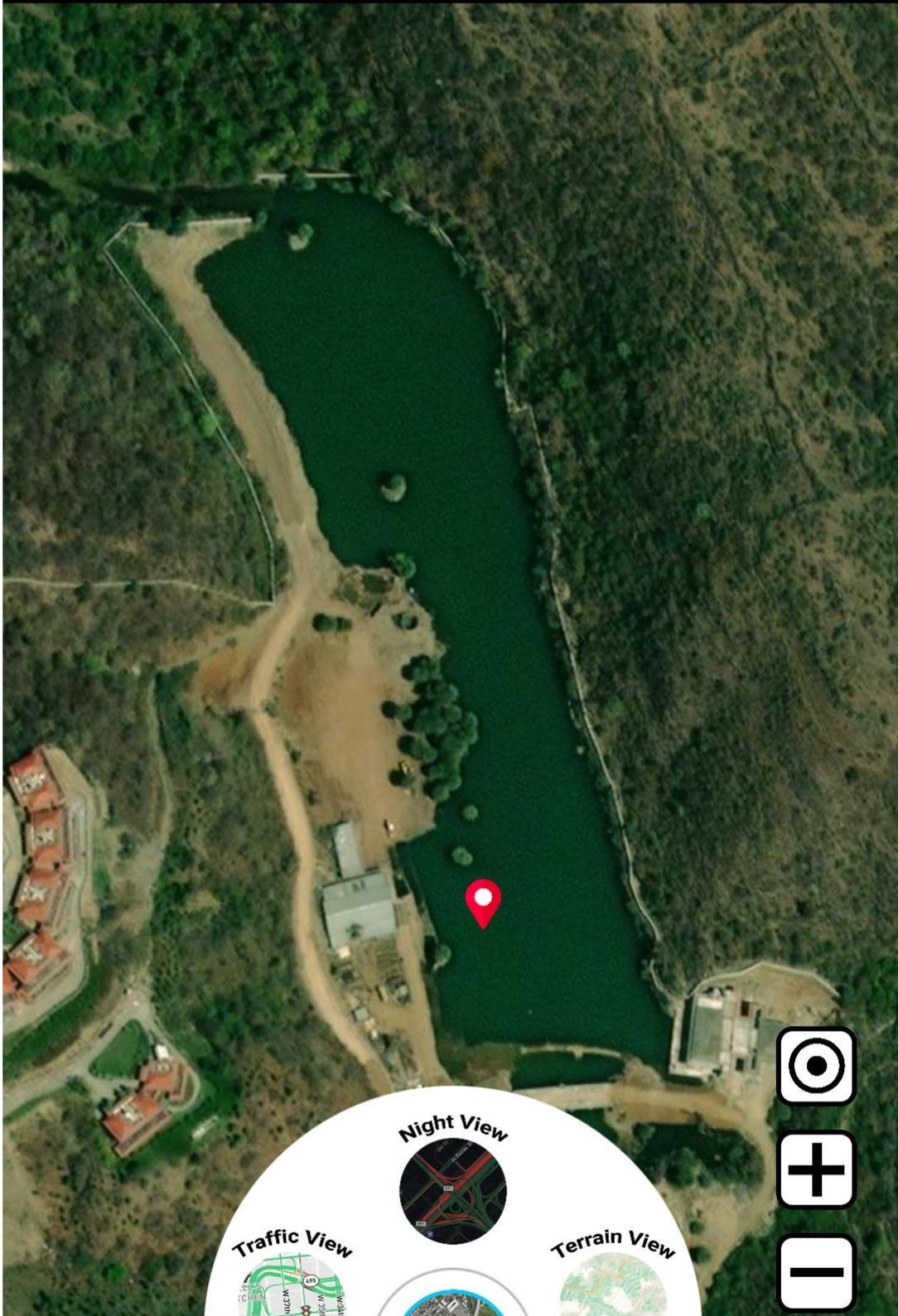
4G 92%



# Live Satellite View



Unnamed Road, Raya, Rajasthan  
312202 India



ANNEXURE-AC-8

PHOTOGRAPHS OF ILLEGAL CONSTRUCTION OF ANICUT









**ANNEXURE-AC-9****ILLEGAL CONSTRUCTION OF ROAD IN CATCHMENT AND  
GRAZING LAND**









ANNEXURE-AC-10

ILLEGAL ENCROACHMENT AND CONSTRUCTION IN BAGELA  
POND













ILLEGAL ENCROACHMENT IN BAGELA POND IN FRONT OF  
MUNWAS SCHOOL









**ANNEXURE-AC-12**

**PHOTOGRAPHS OF MUNWAS DAIRY**





## ANNEXURE-AC-13

## PHOTOGRAPHS OF BHIL SAMAJ COMMUNITY CENTRE





**MUKESH KUMAR**  
Advocate  
(AMICUS CURIE)

**DATED: 27.09.2023**  
**NEW DELHI**