

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

**ORIGINAL APPLICATION NO. 820 OF 2024
IN THE MATTER OF:
TRIBUNAL ON ITS OWN MOTION-SUO MOTO
BASED ON NEWS ITEM TITLED "22 SAAL BAND COMPANY
MEIN KAAT DIYE 1 HAZAAR SE JYADA PED NOIDA MEIN
VAN VIBHAG NE JABT KIYA KATE PEDO SE BHARA TRUCK"
APPEARING IN NAVBHARAT TIMES DATED 11.06.2024**

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FILED BY:*Utkarsh Sharma*

[UTKARSH SHARMA]

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Dated:16.09.2025

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**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 820 OF 2024
IN THE MATTER OF:
TRIBUNAL ON ITS OWN MOTION-SUO MOTO
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COMPANY MEIN KAAT DIYE 1 HAZAAR SE JYADA PED
NOIDA MEIN VAN VIBHAG NE JABT KIYA KATE PEDO
SE BHARA TRUCK" APPEARING IN NAVBHARAT TIMES
DATED 11.06.2024**

**RESPONSE TO THE AFFIDAVITS FILED BY THE PCCF,
UTTAR PRADESH AND DIVISIONAL FOREST OFFICER,
GAUTAM BUDH NAGAR, ON BEHALF OF RESPONDENT
NO. 6, WITH SUPPORTING AFFIDAVIT**

MOST RESPECTFULLY SHOWETH:

1. That the present Response to the Affidavit dated 09.05.2025, filed by the Principal Chief Conservator of Forests [PCCF], Uttar Pradesh, and to the Affidavit dated 01.02.2025, filed by the Divisional Forest Officer [DFO], Gautam Budh Nagar, is being filed on behalf of Respondent No. 6/Shakuntalam Landcraft Private Limited, through its Authorised Representative Mr. Vivek Sachdeva, who has been duly authorised to act on behalf of the Company and to swear the Affidavit being filed in support of the present Reply, vide Board Resolution dated 08.05.2025.

2. That the present Original Application has been instituted suo moto by this Hon'ble Tribunal, on the basis of a newspaper article depicting large-scale tree felling taking place at the industrial premises, situated at Plot No. A-1, Surajpur Industrial Area, Gautam Budh Nagar, which had been lying closed since a long time.
3. That the Answering Respondent craves the leave of this Hon'ble Tribunal to first state the background facts, highlighting the manner in which the Answering Respondent came in possession of the subject property, before responding to the contents of the Affidavits filed by the PCCF, Uttar Pradesh and DFO, Gautam Budh Nagar, in relation to the incident of tree felling.
4. That pursuant to an Agreement dated 20.08.1982, executed between Uttar Pradesh State Industrial Development Corporation [UPSIDC] and M/s DCM Toyota Limited for allotment of industrial plot, situated at Plot No. A-1, Surajpur Industrial Area, Gautam Budh Nagar, admeasuring 204 acres, a Lease Deed was executed on 18.11.1987 in favour of M/s DCM Toyota Limited in relation to the said property. In 1989, the land was kept in mortgage with ICICI Bank, with a No Objection in this regard being issued by UPSIDC.

5. That subsequently, a joint venture was entered into between M/s DCM Toyota Limited and Daewoo Motors India Limited [DMIL], because of which the industrial operations at the site started being conducted by DMIL. Later on, when DMIL was not able to discharge its dues to various banks and financial institutions, Original Application No. 162/2002 came to be filed before the Hon'ble Debt Recovery Tribunal [DRT], Mumbai by ICICI Bank, with a Receiver being appointed in relation to the subject property by DRT, Mumbai on 09.05.2002.
6. That on 08.08.2002, an order was passed by the Hon'ble Debt Recovery Appellate Tribunal [DRAT], Mumbai, directing for sale of immovable properties of DMIL, including the subject property, in order to recover the dues of the banks and the financial institutions. In the meanwhile, an order date 24.11.2003 was also passed by the Hon'ble Delhi High Court in Company Petition No. 66/2002, directing for liquidation of DMIL. A subsequent order dated 28.07.2004 was also passed by the Hon'ble Delhi High Court, wherein the Hon'ble High Court directed for winding up of DMIL.
7. That vide order dated 31.08.2004 passed by Hon'ble DRT, Mumbai, Original Application No. 162/2002 came to be allowed and a recovery certificate for a sum of Rs. 511.02

crores was issued against DMIL. Later on, the debt of ICICI Bank was assigned to Asset Reconstruction Company (India) Limited [ARCIL], an asset reconstruction company duly recognized under the provisions of the SARFAESI Act, 2002. Similarly, IDBI Bank assigned its debt to Stressed Assets Stabilisation Fund [SASF] in the year 2005.

8. That thereafter, a number of attempts were made by the asset reconstruction companies, under the supervision and direction of DRT, Mumbai, to sell the subject property and recover the dues payable by DMIL but apart from a failed attempt in the year 2007, when a company called PAN India Motors Limited offered to purchase the property and paid part of the consideration but later on, due to the inability of PAN India Motors to comply with the terms and conditions of sale, the said transaction was cancelled by orders of DRT, Mumbai and DRAT, Mumbai, which was also upheld by the Hon'ble Bombay High Court.
9. That after the cancellation of the transaction involving PAN India Motors attained finality, with the passing of the judgment dated 22.04.2016 by the Hon'ble Bombay High Court, ten auctions were conducted in relation to the subject property but no buyers were found. In the

meanwhile, in the year 2018, plant and machinery lying at the site of the subject property was sold under the orders of DRT, Mumbai, with the said exercise being opposed and large-scale protests being undertaken by the workmen forming a part of the Labour Union of DMIL, who were demanding payment of compensation, in relation to which issue the Company Petition was also pending before the Hon'ble Delhi High Court.

10. That post the sale of the plant and machinery, rationalisation of price of the subject property was done pursuant to orders by DRT, Mumbai and on 06.07.2023, Sale Proclamation was issued for conducting another auction. The auction was conducted on 28.08.2023, with the Answering Respondent emerging as the highest successful bidder. The Answering Respondent, on 13.09.2023, deposited an amount of Rs. 362 crores [sale consideration plus poundage fee] before DRT, Mumbai.
11. That however, the sale certificate in favour of the Answering Respondent could not be issued due to various proceedings being initiated by competitors and UPSIDA in relation to the auction proceedings, some of which are still pending currently. During the pendency of the legal proceedings, an order dated 30.04.2024 came to be passed by DRAT, Mumbai, directing for sale certificate to

be issued in favour of the Answering Respondent and for possession of the subject property to be handed over to the Answering Respondent. However, DRAT, in its order, also indicated that the Answering Respondent shall not create any third party interest in the property till the decision is taken by the Hon'ble DRAT, Mumbai in Appeal on Diary No. 922/2024 and Appeal No. 27/2024.

Copy of the order dated 30.04.2024 passed by the Hon'ble DRAT, Mumbai in Appeal on Diary No. 922/2024 is annexed and marked as **Annexure R/6-1.**

12. That in compliance of the order passed by the Hon'ble DRAT, Mumbai, the Sale Certificate was issued in favour of the Answering Respondents, subsequent to which the Answering Respondent wrote a letter dated 15.05.2024 to UPSIDA, requesting it to issue the Transfer Memorandum in its favour and further undertaking that any dues payable to UPSIDA, as determined by the competent court, shall be paid by the Answering Respondent. After being handed over the physical possession on 24.05.2024, the Answering Respondent started following up the matter of issuance of Transfer Memorandum with UPSIDA in earnest, so as to enable it to start the work at the site, primary among them being the repair of the boundary wall, which had been reduced to rubble at

various places over the years, leading to completely porous ingress and egress being available at the site through various points, even with large vehicles. However, no response to the letter dated 15.05.2024, written by the Answering Respondent, was forthcoming from UPSIDA.

Copy of the letter dated 15.05.2024, addressed by the Answering Respondent to UPSIDA, is annexed and marked as **Annexure R/6-2**.

13. That in the meanwhile, on 01.06.2024, the Answering Respondent also applied for an electricity connection with the concerned department, so as to enable it to secure the site through erection of electric poles around the boundary wall, establishment of sentry posts and installation of CCTV cameras. However, the said request was rejected by the concerned department on the portal, with inquiries revealing that one of the grounds of rejection is that the land has not been transferred in the name of the Answering Respondent. Thus, the possession of the subject property, which had been conferred on the Answering Respondent pursuant to orders passed by DRT, Mumbai, was only symbolic and not meaningful possession, with no actual control over the subject property being exercised by the Answering Respondent,

due to the lack of cooperation extended to the Answering Respondent by UPSIDA.

Copy of the safety challan, submitted by the Answering Respondent at the time of applying for electricity connection through the online portal, along with the screenshot of the status on the portal, is annexed and marked as **Annexure R/6-3**.

14. That UPSIDA, in an act of complete arbitrariness and high-handed exercise of power, over-reached the auction proceedings, conducted in consonance with the statutory scheme and under the aegis of competent courts, passed an order dated 06.08.2024, cancelling the parent lease deed dated 18.11.1987, on the ground of certain acts and violations which had admittedly taken place several years back. UPSIDA also took forcible possession of the subject property from the Answering Respondent on 07.08.2024, when it communicated the order dated 06.08.2024 to the Answering Respondent. The order of cancellation passed by UPSIDA has been challenged by the Answering Respondent before the Hon'ble High Court of Judicature at Allahabad, by way of Writ Petition No. 37200 of 2024, which is currently pending adjudication before the Hon'ble High Court, with the Hon'ble High Court, vide interim order dated 12.11.2024, having further

restrained UPSIDA from re-auctioning and creating third-party rights over the subject property.

Copy of the order dated 06.08.2024 passed by UPSIDA is annexed and marked as **Annexure R/6-4.**

Copy of the order dated 12.11.2024 passed by the Hon'ble High Court of Judicature at Allahabad in Writ Petition No. 37200 of 2024, is annexed and marked as **Annexure R/6-5.**

15. That thus, it is evident from the above submissions that the subject property, spread over a huge expanse of 204 acres, had been lying vacant since the last several years, with the entire site lying unattended and unmaintained over the said period, the boundary wall having crumbled at various places, especially after the sale of the plant and machinery in 2018, after which the site was virtually abandoned. During this time, as has been learnt by the Answering Respondent, the local populace used to access the site almost on a daily basis and used to cut down trees and shrubs, which had grown naturally in huge quantity over the years, for the purpose of using the same as fuel and as fodder for their livestock, with some locals also cutting the trees and shrubs in large numbers for the purpose of selling them to vendors. The

said fact was very well known to the local administration and the concerned agencies, with no preventive steps ever being taken to stop the said practice. The guards employed by the Answering Respondent used to notice these locals being present at the site even during day patrolling but were helpless in doing anything, in light of the fact that such activities had been going on since the last several years and the said activities had the tacit approval of the local administration.

16. That it is respectfully submitted that even the incident of tree felling, which took place on 10.06.2024, is also an act undertaken by the local people, who gained access to the site through one of the many gaps available in the boundary wall, without the same coming to the knowledge of the guards stationed at the site, who were few in number and were stationed only at the main gate of the property, it being physically impossible to monitor the whole expanse of the subject property, in the absence of electricity and with numerous gaps being there in the boundary wall, resulting in free access to the property, which is directly abutted by main roads on two sides. The forest department, which was informed of the incident, managed to apprehend two individuals, namely Mr. Mujahid Khan and Mr. Wasim Khan, along with the

wooden logs which had been cut by them and stored in their vehicles.

17. That it is apposite to highlight that the impossibility of securing the subject property in the absence of a proper boundary wall, electrification and sentry posts, is also made evident by the fact that even after the incident, which took place on 10.06.2024, was brought under the spotlight and garnered heavy media attention, with cognizance of the same also being taken by this Hon'ble Tribunal, other incidents relating to felling of trees and shrubs continued taking place, with the same being acknowledged by the forest department itself in the affidavits filed before this Hon'ble Tribunal. Further, on 21.09.2024, when the subject property had allegedly been sealed by the forest department and was under the possession of UPSIDA, the main gate installed at the subject property was itself stolen by unidentified miscreants. A letter regarding the said incident, as well as some earlier incidents, was also addressed by the Answering Respondent to the Station House Officer, Surajpur, Gautam Budh Nagar on 24.09.2024.

Copy of the letter dated 24.09.2024, addressed by the Answering Respondent to the Station House Officer,

Surajpur, Gautam Budh Nagar, along with annexures, is annexed and marked as **Annexure R/6-6**.

18. That the said aspect clearly demonstrates that repeated incidents of felling of trees and shrubs and theft had been taking place at the subject property over the last several years, with the said incidents going largely unnoticed. The incident dated 10.06.2024 also came to be noticed and resulted in action on the part of the authorities, including the forest department, purely because of the media attention and intervention of this Hon'ble Tribunal.

19. That however, inexplicably, despite being fully aware of all facts, the forest departments, in the affidavits filed on its behalf before this Hon'ble Tribunal, through the PCCF, Uttar Pradesh and DFO, Gautam Budh Nagar, has sought to lay the blame for the incidents of tree felling on the Answering Respondent and has stated that its investigation and inquiry has revealed the involvement of the Answering Respondent in the incidents. The said conclusion has purportedly been drawn by the forest department on the basis of some alleged statements made by the two individuals apprehended by the forest department at the site of the incident on 10.06.2024. It is also relevant to point out that the incident dated

10.06.2024 was also used by the local labour unions, through its office bearers, who had always been opposed to anyone occupying the property and had been agitating for payment of increased compensation to them since the last several years, as an opportunity to harass the Answering Respondent, with false complaints being made to the local authorities regarding the involvement of the Answering Respondent in the alleged tree cutting, when everybody in the area was fully aware that the tree cutting by locals has been taking place at the site since the last several years and that there is absolutely no involvement or role of any kind which has been played by the Answering Respondent in the said incidents.

20. That it is pertinent to mention that there is a serious doubt regarding the veracity of the claim made by the forest department in its affidavit, in light of the fact that the Answering Respondent was handed over written statements, submitted by the two accused [Mr. Mujahid Khan and Mr. Wasim Khan] in July, 2024 to the forest department, by the department itself, wherein it is clearly stated that the two individuals had been passing through the area and had cut the trees under a mistake for fuel and other domestic uses, with no mention whatsoever of

the Answering Respondent being involved in any manner in the incident.

Copies of the statements submitted to the forest department by the two accused are annexed and marked as **Annexure R/6-7 [Colly]**.

21. That the Answering Respondent is not aware of any subsequent statement being made by the two individuals and in case the same has been made, what were the reasons which prompted them to retract from their earlier statement. The said aspect shall emerge only in the proceedings being undertaken in the cases, which have been instituted by the forest department in relation to the said incidents, with the Answering Respondent and its directors already participating in the said proceedings and contesting the false and baseless allegations levelled against them by the forest department. The Answering Respondent, in response to the notice received from the forest department on 13.02.2025, has already submitted a detailed response to it on 19.02.2025. An earlier response had also been submitted by the Answering Respondent to the department on 12.07.2024, in reply to notice dated 29.06.2024. It is again reiterated, as has also been stated by the Answering Respondent in its replies to the forest department, that there is absolutely no

involvement of the Answering Respondent in the incidents of tree felling, which are being considered by this Hon'ble Tribunal in the present Original Application.

Copy of the reply dated 12.07.2024, submitted by the Answering Respondent to the forest department, is annexed and marked as **Annexure R/6-8.**

Copy of the reply dated 19.02.2025, submitted by the Answering Respondent to the forest department, is annexed and marked as **Annexure R/6-9.**

22. That it is respectfully submitted that the subject property is open from all sides, with a non-existent boundary wall, and is frequently accessed by locals through vehicles. Laborers and representatives of the labor union also engage in regular protests at the site in relation to their alleged unpaid dues, which also results in a lot of commotion in and around the site, with several locals gaining access to the site from all corners. The condition of the boundary wall and the general layout and present state of the subject property shall be shown by the Answering Respondent to this Hon'ble Tribunal through photographs at the time of hearing.

23. That in such circumstances, the subject property remains vulnerable to incidents of tree felling and other

thefts. It is respectfully prayed that appropriate directions may kindly be issued by this Hon'ble Tribunal, directing the local administration and UPSIDA to secure the subject property and prevent any untoward incident taking place.

24. That in view of the above submissions, it is respectfully prayed that the present Original Application may kindly be dismissed, qua the Answering Respondent.

FILED BY:

Utkarsh Sharma

[UTKARSH SHARMA]

Counsel for Respondent No. 6/
Shakuntalam Landcraft Private Limited

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Supreme Court, New Delhi-110001

Mob:+91-9312061203

Dated:16.09.2025

E-mail: utkarsh.sharma7@gmail.com

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PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 820 OF 2024**

IN THE MATTER OF:

**TRIBUNAL ON ITS OWN MOTION-SUO MOTO
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VAN VIBHAG NE JABT KIYA KATE PEDO SE BHARA
TRUCK" APPEARING IN NAVBHARAT TIMES DATED
11.06.2024**

AFFIDAVIT

I, Vivek Sachdeva, S/o Mr. Ishwar Dutt Sachdeva, aged about 46 years, R/o C-3/93, Sector-11, Rohini, North West Delhi, New Delh-110085, presently at Noida, Gautam Buddha Nagar, do hereby solemnly affirm and declare as under:-

1. That I am the Authorized Representative of the Answering Respondent No. 6 in the captioned Original Application and in that capacity, I am fully conversant with the facts of the present case. I am also duly authorized on behalf of the Company to affirm this Affidavit.
2. That I have read and understood the contents of the accompanying Response on behalf of Shakuntalam Landcraft Private Limited, which has been drafted under my instructions and I state that the contents of the same are true and correct to the best of my knowledge derived from the records maintained during the course of usual business by Shakuntalam Landcraft Private Limited.



3. That the Annexures annexed to the present Response are true and correct copies of their respective originals.



DEPONENT

VERIFICATION

Verified at Noida, Gautam Buddha Nagar on this 16th day of September, 2025 that the contents of the above affidavit are true to my knowledge, no part of it is false, and nothing material has been concealed therefrom.



DEPONENT



Attested

PREM PRAKASH
Notary Public
(G.B NAGAR)
16 SEP 2025

307 ANNEXURE R/6-1
BEFORE THE DEBTS RECOVERY
APPELLATE TRIBUNAL, AT: MUMBAI

Present: Mr. Justice Ashok Menon, Chairperson

Appeal on Diary No. 922/2024

Between

Authum Investment & Infrastructure Ltd. ... Appellant/s
V/s.
Shakuntalam Landcraft Pvt Ltd & Ors. ... Respondent/s
Mr. Rishabh Shah, along with Mr. Vivek Patil, i/b M/s. Vivek Patil
& Associates, Advocate for the Appellant.
Mr. Rajesh Nagory, i/b Ms. Sanjana Ghogare, Advocate for
Respondent No. 1.
Ms. Barsha Parulekar, Advocate for Respondent No. 2.
Mr. Balchandra Palav, along with Mr. Aniket Dighe, i/b M/s. Bhal
& Co., Advocate for the Respondents Nos. 3 & 4.
Mr. Rohit Gupta (through Video Conferencing), along with Mr.
Vivek Phadke, Advocate for Respondent No. 5.

:- Order dated: 30/04/2024:-

The matter is taken up for hearing by way of a praecipe filed by the Appellant for seeking urgent relief.

2. The interlocutory application is for a stay of the impugned order of the Debts Recovery Tribunal-II, Mumbai (D.R.T) setting aside the order of the Ld. Recovery Officer dated 24.04.2024.

3. The 4th Respondent in that appeal before the D.R.T is the Appellant herein. The apprehension of the Appellant is that as per the direction of the D.R.T in the impugned order, the sale certificate will be issued in favor of the auction purchaser Appellant in that appeal and therefore, a stay is sought.

4. After hearing both sides extensively, I find that several contentions which have been raised by both sides will have to be gone into at length while deciding the appeal. Hence, for the

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meantime, the Ld. Recovery Officer is directed to issue the sale certificate in favour of the auction purchaser subject to the ultimate decision of this Tribunal in the appeal. The auction purchaser will not create any third-party interest till a decision is taken in this appeal. Replies if any, shall be filed and pleadings completed

List on 24.06.2024 for hearing.

Sd/-
Chairperson

rm-32


TRUE COPY

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SHAKUNTALAM LANDCRAFT PRIVATE LIMITED

CIN : U70200DL2013PTC258809

By Registered Post**ANNEXURE R/6-2**

To,

15/05/2024

The Regional Manager,
Administrative Building,
EPI Industrial Area Surajpur-5
Kasna, Greater Noida,
Uttar Pradesh 201306

Sub: Regarding All that is piece and parcel of lease hold land bearing Plot No. A-1, admeasuring of 204 Acres situated at Surajpur Industrial Area, Noida Dadri Road, Greater Noida, Dist. Gautam Budha Nagar, U.P. - 203207

Dear sir,

This is to bring kind notice that honourable Debts Recovery Tribunal No. II, Mumbai has issued sale confirmation (Sale certificate) of the above subjected property in favour of "SHAKUNTALAM LANDCRAFT PRIVATE LIMITED" on 01-05-2024 on FORM NO. ITCP-18 Exhibited 878(Copy enclosed).

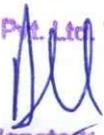
We hereby request you to

- Kindly take the note of the same and record the mutation of the Plot in our name by way of issuing transfer memorandum. In case any specific formalities are required for the said purpose of mutation, please let us know so that we may arrange the same immediately.
- Regarding the Pending dues of UPSIDC/UPSIDA on the above subjected plot, as the matter of pending dues is Sub-Judice before the honourable Debt Recovery Tribunal, Mumbai, we here undertake that whatever value of unpaid Dues would be order by the court, we shall immediately deposit the same in UPSIDA. In case any specific affidavit / undertaking is required in this regard, kindly let us know we are ready to furnish the same immediately.

Submitted, please

Thanks & Regards
For Shakuntalam Landcraft Private Limited

Shakuntalami Landcraft Pvt. Ltd.


Authorized Signatory

(ASHISH GUPTA)
+91 9837029316
Authorized Signatory

Encl.

1. Company Master Data
2. Sale Certificate dated 01/05/2024.



TRUE COPY

ACKNOWLEDGEMENT
(NOT TO BE TREATED AS CHALLAN)
(विद्युत कर तथा शुल्क, उ०प्र०)
Government of Uttar Pradesh

Transaction No.: VID240085120	Transaction Date: 01/06/2024
Assessment Year: 2024-2025	Tax Period: ANNUAL
Name of the Bank:	State Bank of India
Unique Id:	
Depositor Name:	SHAKUNTALAM LANDCRAFT PRIVATE LIMITED
Depositor Address:	PLOT NO A 1 SURAJPUR INDUSTRIAL AREA NOIDA DADRI ROAD G B NAGAR 203207

Head	Description	Serial No.	Amount (in Rs.)
004300102010100	विद्युत सुरक्षा निदेशालय	2	1150.00
	Totals of the above heads	--	1150.00

A SUM OF Rs. 1150.00 AGAINST THE HEADS MENTIONED ABOVE --[THROUGH NET-PAYMENT TRANSACTION]-- ON **State Bank of India** HAS BEEN DEPOSITED BY THE DEPOSITOR.

(Depositor Remarks->Charges payable for taking temporary electricity connection from Noida Power Greater Noida)
THE BANK REFERENCE NO. RECEIVED AFTER THE TRANSACTION IS : CPADVYLWA8, Scroll Date:-NA

Note:- Please contact SBI Government Business Branch, Lucknow or Director Treasury, Jawahar Bhawan, Lucknow referring CPADVYLWA8 for status of the deposit.

Supply) All files should be in PDF or JPG Format.

To download Signature verification format [Click Here](#)

Kindly fill GST declaration form if GSTIN no.is not generated. To download GST declaration form format [Click Here](#)

Supply agreement (more than 25 kw)in all commercial categories. To download Supply agreement form format [Click Here](#)

B&L:Certified by Licensed Electrical Contractor

Rejection Remarks :- **AS DISCUSSED, CORRECT SAFETY CHALLAN / SIGNATURE VERIFICATION FROM BANK / B&L FORM / COMPLETE REGISTRY / COMPANY PAN CARD**



Photographs *	Passport size photograph of Applicant	<input type="text" value="Choc"/>	upload
Photographs *	Passport size photograph of Applicant	<input type="text" value="Choc"/>	upload
ID proof *	Aadhaar Card	<input type="text" value="Choc"/>	upload
	Pan Card	<input type="text" value="Choc"/>	upload
	Father in law ID Proof	<input type="text" value="Choc"/>	upload
ID proof *	Aadhaar Card	<input type="text" value="Choc"/>	upload
	Pan Card	<input type="text" value="Choc"/>	upload
	Father in law ID Proof	<input type="text" value="Choc"/>	upload
Address proof *	Aadhaar Card	<input type="text" value="Choc"/>	upload
	Voter Card	<input type="text" value="Choc"/>	upload

Correct safety challan required

Signature verification from bank



Ask Saathi

TRUE COPY

उत्तर प्रदेश राज्य औद्योगिक
विकास प्राधिकरण

क्षेत्रीय कार्यालय:

प्रशासनिक भवन,
ईपीआईपी औद्योगिक क्षेत्र साईट-5,
सूरजपुर कासना, ग्रेटर नोएडा
फोन: 0120-2341595
ई-मेल: rmsurajpur@upsidc.com
वेब साईट: www.onlineupsidc.com
जीएसटी न0 : 09AAACU1759K1ZZ

संदर्भ संख्या 11 75-79

/एसआईडीए/आरएमएस/

दिनांक: 06-8-24

आदेश

विषय : भूखण्ड सं.ए-1 औ0क्षे0 सूरजपुर साईट-ए, जिला गौतमबुद्ध नगर के सम्बन्ध में।

सर्वसाधारण को सूचित किया जाता है कि भूखण्ड सं0 ए-1, क्षेत्रफल 825612.00 वर्गमीटर (204 एकड़) का आवंटन मै0 डी0सी0एम0 टोयटा लि0 के पक्ष में दिनांक 06/07/1982 को ऑटोमोबाईल कार के उत्पादन हेतु किया गया था। भूखण्ड की लीजडीड दिनांक 18.11.1987 को निष्पादित की गयी थी तथा यूपीसीडा के पत्र सं.349 दिनांक 05.04.1989 के द्वारा कतिपय शर्तों के साथ भूखण्ड की लीजडीड आईसीआईसीआई बैंक को बन्धक रखने की अनुमति प्रदान की गयी। आवंटी कम्पनी के द्वारा कम्पनी का संविधान परिवर्तन कर मै0 डी0सी0एम0 टोयटा लि0 से मै0 डेबू मोटर्स इण्डिया लि0 किया गया। आवंटी द्वारा प्रस्तुत अंशधारकों की सूची के आवलोकनोपरान्त अंशधारकों में बहुतायत में परिवर्तन होने के फलस्वरूप मुख्यालय के पत्र सं0 3398 दिनांक 02.01.1999 द्वारा रू0 697.54 लाख हस्तान्तरण लेवी भारत की गयी। परन्तु यूपीसीडा द्वारा बार-बार मॉग पत्र जारी करने पर भी कम्पनी द्वारा अद्यतन हस्तान्तरण लेवी का भुगतान नहीं किया गया। उक्त भूखण्ड का आवंटन, आवंटन पत्र एवं लीज डीड में वर्णित शर्तों के अधीन किया गया था। आवंटी कम्पनी द्वारा वर्णित शर्तों का निम्नानुसार उल्लंघन किया गया :-

1. मै0 डी0सी0एम0 टोयटा लि0 को उद्योग स्थापित एवं क्रियाशील किये जाने एवं श्रमिकों को रोजगार उपलब्ध कराने के उद्देश्य से भूमि आवंटित की गयी थी। कालान्तर में वित्तीय संस्थानों के ऋण अदायगी न करने के कारण मै0 डी0सी0एम0 टोयटा लि0 से मा0 डी0आर0टी0, मुम्बई में चली गयी, जिसे डी0आर0टी0 द्वारा उक्त भूखण्ड को मेसर्स पेन इण्डिया लि0 को विक्रय कर दिया गया। परन्तु भुगतान न करने के कारण डी0आर0टी0 द्वारा विक्रय निरस्त कर दिया गया। मै0 डेबू मोटर्स के दिवालीया होने के कारण शासकीय समापक नियुक्त कर दिया गया। इस प्रकार न तो मै0 डी0सी0एम0 टोयटा लि0 / मै0 डेबू मोटर्स इण्डिया लि0 द्वारा अथवा अन्य किसी द्वारा उक्त भूमि का निर्धारित भूउपयोग लगभग 14 वर्षों से न करने के कारण लीजडीड की धारा-14ए का उल्लंघन है जो निम्नवत् है:-

If the Lessee fails to commence and complete the building and to put the same to use and carry the manufacturing and production for at least 90 days in the time and manner hereinbefore provided of if the amount due to the Lessor as rent hereby reserved of any part of the premium or interest as stipulated in the clause (I) shall

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aber arrears and unpaid for a period of 30 days after the same shall have fallen due for payment of if the Lessee or the persons in whom the Lease hereby created shall be vested shall be adjudged insolvent or if this lease is terminated.

2. यूपीसीडा के पत्र सं.349 दिनांक 05.04.1989 के द्वारा कतिपय शर्तों के साथ भूखण्ड की लीजडीड दिनांक 18.11.1987 को आईसीआईसीआई बैंक को बन्धक रखने की अनुमति प्रदान की गयी। आईसीआईसीआई बैंक द्वारा बिना यूपीसीडा की अनुमति के प्राइवेट संस्था आरसिल (ARCIL) को बन्धक हेतु लीजडीड भेज दी गयी, उक्त बन्धक की अनुमति आरसिल के पक्ष में हस्तान्तरित करने हेतु यूपीसीडा से कोई अनापत्ति प्राप्त नहीं की गयी, जो निष्पादित लीजडीड दिनांक 18.11.1987 की धारा-3(आई) में उल्लिखित शर्तों का खुला उल्लंघन है, जो निम्नवत् है:-

That the Lessee will not, without the previous consent in writing on the Lessor transfer, sublet relinquish, mortgage or assign his interest in the demises premises or the buildings standing thereon or both as a whole and every such transfer, assignment, relinquishment mortgage or subletting or both shall be subject to and the transferee or assigns shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respects therefor, and the Lessee will in no case assign relinquish, mortgage, sublet, transfer or part with the possession of any portion less than the whole of the demised premises or cause any sub-division thereof by metes and bounds or otherwise.

3. इसके अतिरिक्त आईसीआईसीआई बैंक को अपने ऋण का पूर्ण भुगतान प्राप्त होने के पश्चात यूपीसीडा को लीजडीड मूल रूप में वापस की जानी थी परन्तु आईसीआईसीआई बैंक द्वारा यूपीसीडा के बन्धक अनुमति पत्र सं० 349 दिनांक 05.04.1989 में उल्लिखित नियम/शर्तों का उल्लंघन किया गया ।
4. डीसीएम टोयटा के पक्ष में निष्पादित लीजडीड दिनांक 18.11.1987 की धारा-3(आई) में यह स्पष्ट उल्लिखित है कि भूखण्ड की लीजडीड जिस संस्था को बन्धक रखने की अनुमति यूपीसीडा के द्वारा निर्गत की जायेगी वह उस हेतु ही मान्य होगा। लीजडीड दिनांक 18.11.1987 की धारा-3(आई) में यह उल्लेख है कि "Provided that prior permission as aforesaid mortgage of mortgages without possession in favour either of the state Government or of the Industrial Finance Corporation of India or in favour of the U.P. Financial Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or Pradeshiya Industrial and Investment Corporation of U.P. or Industrial Reconstruction Bank of India or any schedule Bank (including State Bank of India) to secure loan or loans advanced by any

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of them for setting up on the demised premises the industry hereinbefore mentioned, if the Lessee furnishes to Lessor and undertaking from the financial institutions as aforesaid that entire amount unpaid of premium and interest thereon shall be directly paid by such financial institution of the Lessor as soon as a mortgage is created or pays the entire amount aforesaid from his own resources."

उक्त पैरा में वर्णित उपरोक्त शर्तों से स्पष्ट है कि आईसीआईसीआई बैंक द्वारा बिना यूपीसीडा की अनुमति की प्राइवेट संस्था आरसिल को बन्धक का अधिकार दिया गया। उक्त बन्धक की अनुमति आरसिल के पक्ष में हस्तान्तरित करने हेतु यूपीसीडा से कोई अनापत्ति प्राप्त नहीं की गयी जो लीजडीड तथा बन्धक अनुमति पत्र में उल्लिखित शर्तों का खुला उल्लंघन है।

5. उपरोक्त निष्पादित लीजडीड दिनांक 18.11.1987 की धारा-3(आई) में ही निम्नानुसार प्राविधान है :-

"Provided further that if at any time the Industrial Finance Corporation India or other financing body or bodies mentioned above decides to take over, sell, lease or assign the mortgage assets in the demised premises in exercise of any rights vesting in it by virtue of the deed of deeds executed in its favour by the Lessee at the time of taking the loan of loans or under any law for the time being in force, the sale lease assignment will be subject to the mutual consultation with Lessor and the financing body or bodies and mentioned above"

उक्त प्राविधान से यह स्पष्ट है कि बन्धक की गयी सम्पत्ति को यदि किन्हीं परिस्थितियों में प्रदत्त ऋण की वसूली हेतु बिक्रय की जाती है तो उक्त स्थिति में वित्तीय संस्था Lessor के साथ आपसी सहमति के आधार पर ही बिक्रय का निर्णय लेगी। किन्तु प्रश्नगत भूखण्ड के बिक्रय करने से पूर्व Lessor(UPSIDA) के साथ किसी भी प्रकार की सलाह/अनापत्ति अथवा कोई सहमति प्राप्त नहीं की गयी है जो लीजडीड की शर्तों के विरुद्ध है।

6. भूखण्ड का आवंटन मै0डी0सी0एम0 टोयटा लि0 के पक्ष में किया गया था। आवंटी कम्पनी द्वारा कम्पनी का नाम/संविधान परिवर्तन कर मैसर्स डी0सी0एम0 लि0 से मै0 डेवू मोटर्स इण्डिया लि0 किया गया जिसके फलस्वरूप यूपीसीडा मुख्यालय के पत्र सं.3398 दिनांक 02.01.1999 द्वारा रु.697.54 लाख हस्तान्तरण शुल्क की देयता भारित की गयी जिसका भुगतान आवंटी कम्पनी द्वारा नहीं किया गया। हस्तान्तरण शुल्क के भुगतान के उपरान्त ही उक्त नाम/संविधान परिवर्तन नियमानुसार वैधानिक माना जाना था। भुगतान न किये जाने की दशा में उक्त परिवर्तन की अनुमन्यता शून्य हो चुकी है। उसके उपरान्त जो भी अग्रेतर कार्यवाही की गयी, वह अवैधानिक है।
7. उक्त भूखण्ड के विरुद्ध दिनांक 31.03.2023 तक कुल बकाया रु.7,77,84,86,346.00 देय था जिसमें लीजरेंट भी सम्मिलित था, जिसका भुगतान प्राधिकरण को प्राप्त नहीं हुआ है। प्राधिकरण को उक्त धनराशि देने की मंशा भी सम्बन्धित पक्षों की नहीं है। चूंकि भूखण्ड का आवंटन 90 वर्ष की लीज पर किया गया था, अतः लीज रेंट का भुगतान प्राप्त करना प्राधिकरण का कानूनी अधिकार है, जिसका भुगतान न प्राप्त होने के कारण भूखण्ड निरस्त किए जाने योग्य है।

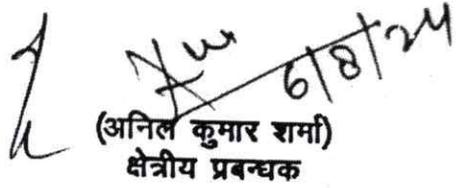
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लीजडीड में वर्णित उपरोक्त शर्तों का उल्लंघन करने के कारण यूपीसीडा के संचालक मण्डल की 48वीं बोर्ड बैठक दिनांक 23.07.2024 में उक्त भूखण्ड को निरस्त करते हुये भूखण्ड का पुनः भौतिक कब्जा प्राधिकरण को प्राप्त करने का निर्णय पारित किया गया है।

अतः मुख्यालय के अनुमोदन पत्र सं. 1776 दिनांक 05.08.2024 के क्रम में एतद् द्वारा उक्त भूखण्ड की निष्पादित लीजडीड दिनांक 18.11.1987 की शर्तों का उल्लंघन किये जाने एवं उक्त भूखण्ड के सापेक्ष बकाया देय धनराशि का भुगतान न किये जाने के कारण भूखण्ड सं.ए-1 औ0क्षे0 सूरजपुर साईट-ए का आवंटन निरस्त किया जाता है तथा भूखण्ड की लीजडीड रद्द(Revoke) की जाती है एवं भूखण्ड का भौतिक कब्जा प्राधिकरण द्वारा उपरोक्त भूखण्ड निरस्तीकरण के दृष्टिगत प्राप्त किया जाता है।

भवदीय,

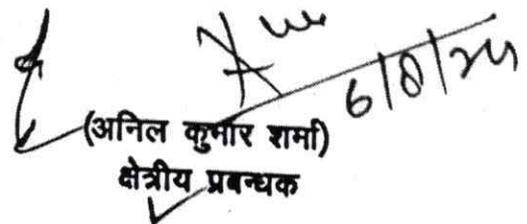

(अनिल कुमार शर्मा)
क्षेत्रीय प्रबन्धक

पृ0सं0 1175-79 यथोक्त

दिनांक 06-08-2024

प्रतिलिपि निम्न को सूचनार्थ प्रेषित :-

1. मुख्य कार्यपालक अधिकारी, यूपीसीडा, मुख्यालय कानपुर।
2. प्रमारी (औ0क्षे0), यूपीसीडा, मुख्यालय कानपुर।
3. सम्बन्धित सहायक प्रबन्धक (सिविल), यूपीसीडा, क्षेत्रीय कार्यालय, सूरजपुर को इस निर्देश के साथ कि उक्त भूखण्ड की रि-इन्ट्री कर, रि-इन्ट्री प्रमाण पत्र प्राथमिकता पर प्रस्तुत करें।
4. नोटिस बोर्ड पर जन सामान्य के सूचनार्थ घस्या करने हेतु।


(अनिल कुमार शर्मा)
क्षेत्रीय प्रबन्धक



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HIGH COURT OF JUDICATURE AT ALLAHABAD
ANNEXURE R/6-5

(Sl.No. 45)

Court No. - 21

Case :- WRIT - C No. - 37200 of 2024

Petitioner :- Shakuntalam Landcraft Private Limited

Respondent :- State Of Up And 3 Others

Counsel for Petitioner :- Amit Krishna

Counsel for Respondent :- C.S.C.,Mahesh Narain Singh

Hon'ble Manoj Kumar Gupta,J.

Hon'ble Anish Kumar Gupta,J.

1. The submission is that the petitioner is bona fide purchaser for value of the lease hold rights in the subject land in an auction held under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. The sale was duly confirmed by DRT and DRAT. The sale certificate dated 1.05.2024 was duly issued in favour of the petitioner. The second respondent approached the Bombay High Court praying for an injunctive relief by way of a writ petition, which was declined by the Bombay High Court by order dated 17.05.2024. Now, respondent no. 2 has cancelled the lease on the ground that its consent was not taken before transferring the charge over the said property in favour of respondent no. 3.

2. The submission is that the petitioner has already paid the entire auction money running into Rs. 362 crores in favour of respondent no. 3 and it is submitted that the petitioner is ready to pay the entire outstanding dues, as may be quantified in accordance with law. It is further submitted that respondent no. 2 be restrained from creating third party rights in the meantime.

3. Sri Pankaj Rai, learned counsel appearing on behalf of respondent no. 2 seeks time to file counter affidavit, which is allowed.

4. Issue notice to respondents no. 3 and 4 by speed post.

5. Steps to be taken within three days.

6. The respondents no. 3 and 4 may also file counter affidavit by the next date.

7. List on 05.12.2024 along with service report.

8. Having regard to the facts and submissions made, we hereby provide that in the meantime, no third party right shall be created in the land in dispute by respondent no. 2.

Order Date :- 12.11.2024

Kirti

(Anish Kumar Gupta, J.) (Manoj Kumar Gupta, J.)

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24 सितंबर 2024

सेवा में

एस.एच.ओ.,

(इकोडेक) / सूरजपुर पुलिस स्टेशन,

जिला गौतमबुद्ध नगर,

उत्तर प्रदेश।

विषय: सूरजपुर औद्योगिक क्षेत्र, नोएडा, दादरी रोड, ग्रेटर नोएडा, जिला गौतम बुद्ध नगर, यूपी-203207 स्थित प्लॉट नंबर ए-1 (देवू) में हुई चोरी के संबंध में शिकायत दर्ज करने का अनुरोध।

महोदय

हम आपको अवगत कराना चाहते हैं कि हमने मेसर्स शकुंतलम लैंड-क्राफ्ट प्राइवेट लिमिटेड ने 1 मई 2024 को माननीय डीआरटी- II मुंबई अदालत के आदेश के अनुसार नीलामी में उपरोक्त प्लॉट खरीदा था और 24 मई 2024 को हमे प्लॉट का कब्जा सौंप दिया गया था।

9 जुलाई 2024 को कुछ झूठी शिकायतों के आधार पर वन विभाग, ग्रेटर नोएडा ने उक्त भूखंड को सील (seal) कर दिया। कई मौकों पर हमने वन विभाग से सीलिंग हटाने और हमें चारदीवारी की मरम्मत का काम करने के लिए प्रवेश की अनुमति देने का अनुरोध किया क्योंकि साइट में अनधिकृत प्रवेश और चोरी का खतरा था, लेकिन हमें अनुमति नहीं मिल सकी। 7 अगस्त 2024 को हमें यूपीएसआईडीए द्वारा सूचित किया गया कि उन्होंने पट्टा रद्द कर दिया है और भूखंड का भौतिक कब्जा ले लिया है। उन्होंने मुख्य प्रवेश द्वार पर अपनी मुहर (seal) भी लगा दी।

10 अगस्त 2024 को हमें यूनियन के कुछ लोगों ने सूचित किया कि कुछ शरारती तत्व हमारी साइट में घुस आए हैं और उन्होंने साइट पर रखे पुराने रिकॉर्ड और सुरक्षा सामान चुरा लिया है। साइट की कुछ तस्वीरें यहां संलग्न हैं। हमने तुरंत पुलिस शिकायत दर्ज करने के अनुरोध के साथ वन विभाग को सूचित किया। आज



Shakuntalam Landcraft Pvt. Ltd.

Neebak Gupta

Authorized Signatory

दिनांक 24 सितंबर 2024 को जब हम उक्त प्लॉट से गुजर रहे थे तो मुख्य सड़क से देखा कि साइट का बड़ा गेट और सुरक्षा गार्ड के कमरों में लगी खिड़की और गेट गायब है। दीवारों पर लगाई गई अधिकांश लोहे की बाड़ भी गायब हो गई है, क्योंकि वन विभाग द्वारा साइट को सील करने के कारण हमें इसमें प्रवेश करने की अनुमति नहीं है, हम साइट में प्रवेश नहीं कर पाए और वहां क्या हुआ इसका अनुमान नहीं लगा सके।

हमें पूरा संदेह है कि गेट और अन्य सुरक्षा उपकरणों की चोरी के अलावा, कुछ शरारती तत्व साइट के अंदर हैं और अवैध गतिविधियां कर रहे हैं। साइट के बाहर से हमने देखा कि इसका उपयोग बसों और कारों की पार्किंग के लिए भी किया जा रहा है। ये सरकारी वाहन नहीं हैं और न ही किसी प्राधिकरण के हैं और बिना किसी अनुमति के वहां पार्क किए जा रहे हैं।

अतीत में जब मुख्य द्वार था, तो बहुत से शरारती तत्व बिना किसी अनुमति के हमारी साइट में प्रवेश करते थे और पेड़ों की अवैध कटाई में शामिल होते थे। हमारे सुरक्षा गार्ड उन्हें पेड़ काटने से रोकते थे। किसी ने हमें सूचित किया है कि मुख्य द्वार न होने के कारण कुछ शरारती तत्व पेड़ों की अवैध कटाई कर रहे हैं। उपरोक्त तथ्यों और वर्तमान स्थिति को ध्यान में रखते हुए, हम आपसे अनुरोध करते हैं कि कृपया हमारी शिकायत दर्ज करें और चोरी हुए सामान को बरामद करने के लिए आवश्यक कदम उठाएं। साथ ही पुलिस प्लॉट के अंदर गश्त करे ताकि जांच की जा सके कि वहां क्या हो रहा है।

For शकुंतलम लैंडक्राफ्ट प्राइवेट लिमिटेड

Deepak Gupta

अधिकृत हस्ताक्षरकर्ता Authorized Signatory

स्थान: नोएडा

संलग्न

फोटो- 1. Plot का मुख्य द्वार bearing मुहर (seal) of वन कार्यालय - ग्रेटर नोएडा

फोटो- 2. मुख्य गेट की चोरी व अनाधिकृत बस व जीप की पार्किंग के बाद घटनास्थल का फोटो

फोटो-1. Plot का मुख्य गेट bearing मुहूर्त (Seal) of वन
कार्यालय- गेट नोयडा 320



फोटो-2. मुख्य गेट की चौड़ी व अनाधिकृत बस व जीप
की पार्किंग के बाद धारनास्थल को फोटो

TRUE COPY

ANNEXURE R/6-7 [COLLY]

12 जुलाई 2024

जिला वन अधिकारी,
ई-1, सेक्टर 1, ब्लॉक-ए रोड, ब्लॉक ई,
सेक्टर 1, नोएडा, उत्तर प्रदेश,
जिला गौतमबुद्ध नगर,
उत्तर प्रदेश।

विषय: संदर्भ में नोटिस का उत्तर। केस नं. 16/2024-25/ दादरी
संपत्ति का पता: देवू (Daewoo) कंपनी- ग्रेटर नोएडा

प्रिय महोदय

मैं मुजाहिद खान पुत्र श्री अबरार खान निवासी ग्राम बावल खेड़ी, जिला अमरोहा, उत्तर प्रदेश- 244 241 को आपके कार्यालय से उपरोक्त नोटिस प्राप्त हुआ है। आपके संदर्भ के लिए नोटिस की प्रति संलग्न है। इस संबंध में मैं निम्नलिखित निवेदन करता हूं:

1. 10 जून 2024 को मैं देवू कंपनी, ग्रेटर नोएडा की साइट से गुजर रहा था और देखा कि प्लॉट खाली है जिसमें बहुत सारी झाड़ियाँ, कीकर आदि प्राकृतिक रूप से उगे हुए हैं जिनका उपयोग घरेलू स्तर पर खाना पकाने आदि के लिए किया जा रहा है;
2. जैसे-जैसे मानसून नजदीक आ रहा था और मुझे खाना पकाने और अन्य घरेलू उद्देश्यों के लिए लकड़ी की आवश्यकता थी, मैंने उस समय भूखंड पर गिरी हुई झाड़ियों, कीकर और अन्य पेड़ों आदि को चुनना और भरना शुरू कर दिया, बिना इस बात का अंदाजा लगाए कि कुछ पेड़ (tree) प्रतिबंधित है और आधिकारिक अनुमति की आवश्यकता है।
3. मैंने लकड़ी काटने का कोई गलत कार्य नहीं किया है।
4. मैं अपने परिवार का एकमात्र जीवित कमाने वाला व्यक्ति हूँ और किराये के आधार पर अपने टेम्पू का उपयोग करके कमाई करता हूँ, जिसे आपने ऊपर बताया अनुसार लकड़ी ले जाते समय जब्त कर लिया है।

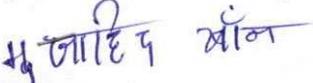
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मुजाहिद खान

अपने उपरोक्त कथन के आधार पर, मैं आपसे प्रार्थना करता हूँ कि कृपया मेरी अनजाने में हुई गलती के लिए मुझे क्षमा करें और मेरे खिलाफ दायर मामला बंद करें और इन लकड़ियों को ले जाने के लिए जब्त किए गए हमारे वाहन को रिहा करें। मेरे आधार कार्ड की प्रति संलग्न है।

भविष्य में मैं इस प्रकार की गलत गतिविधियों में शामिल होने से खुद को रोकूंगा।

तदनुसार प्रार्थना की जाती है।


(मुजाहिद खान)

स्थान: अमरोहा, उत्तर प्रदेश

- संलग्नक: 1. श्री शनि गौतम-दारोगा द्वारा जारी नोटिस की प्रति
2. मेरे आधार कार्ड की प्रति

वन विभाग, उत्तर प्रदेश



बनाम

मुजाहिद खान पुत्र अबरार खान
निजासी गांव बावल खेडी
जिला अनरोहा

नोटिस

आपको इस नोटिस के माध्यम से सूचित किया जाता है कि आपके द्वारा दिनांक 10.06.2024 को डेवू कम्पनी ग्रेटर नौएडा में अवैध रूप से नीम, यूकेलिप्टस व सूबबूल के पेड़ों को काट कर दुलान उनका दुलान किया जा रहा था, जिसका वन अपराध संख्या 16/2024-25/दादरी आपके नाम से दर्ज किया गया है। इस संबंध में आप दिनांक 14.06.2024 की प्रातः 11 बजे कार्यालय क्षेत्रीय वन अधिकारी दादरी रेंज ई-1, सैक्टर-1 नौएडा, में स्वयं या अपने प्रतिनिधि के माध्यम से उपस्थित होकर अपना पक्ष रखें।

यदि आप या आपका प्रतिनिधि नियत तिथि व नियत स्थान पर अनुपस्थित रहते हैं, तो आपके विरुद्ध वृक्ष संरक्षण अधिनियम 1976 व उ0प्र0 अभिवहन नियमावली 1978 के प्राविधानों के अनुरूप अन्तिम निर्णय लेकर दण्डात्मक कार्यवाही अमल में लायी जायेगी।

मुजाहिद खान

Shaw
शनि गौतम
वन दरोगा



भारत सरकार

Government of India



मुजाहिद खां

Mujahid Khan

जन्म तिथि / DOB : 06/04/1992

पुरुष / Male



आधार - आम आदमी का अधिकार

मुजाहिद खां



भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

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युजाटिद खॉल

15 जुलाई 2024

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जिला गौतमबुद्ध नगर,
उत्तर प्रदेश।

विषय: संदर्भ में नोटिस का उत्तर। केस नं. 16/2024-25/ दादरी
संपत्ति का पता: देवू (Daewoo) कंपनी- ग्रेटर नोएडा

प्रिय महोदय

मैं वसीम खान पुत्र श्री रहुफ खान निवासी ग्राम बावल खेड़ी, जिला अमरोहा, उत्तर प्रदेश- 244 241 को आपके कार्यालय से उपरोक्त नोटिस प्राप्त हुआ है। आपके संदर्भ के लिए नोटिस की प्रति संलग्न है।

इस संबंध में मैं निम्नलिखित निवेदन करता हूं:

1. 10 जून 2024 को मैं देवू कंपनी, ग्रेटर नोएडा की साइट से गुजर रहा था और देखा कि प्लॉट खाली है जिसमें बहुत सारी झाड़ियाँ, कीकर आदि प्राकृतिक रूप से उगे हुए हैं जिनका उपयोग घरेलू स्तर पर खाना पकाने आदि के लिए किया जा रहा है;
2. जैसे-जैसे मानसून नजदीक आ रहा था और मुझे खाना पकाने और अन्य घरेलू उद्देश्यों के लिए लकड़ी की आवश्यकता थी, मैंने उस समय भूखंड पर गिरी हुई झाड़ियों, कीकर और अन्य पेड़ों आदि को चुनना और भरना शुरू कर दिया, बिना इस बात का अंदाजा लगाए कि कुछ पेड़ (tree) प्रतिबंधित है और आधिकारिक अनुमति की आवश्यकता है।
3. मैंने लकड़ी काटने का कोई गलत कार्य नहीं किया है।
4. मैं अपने परिवार का एकमात्र जीवित कमाने वाला व्यक्ति हूँ और किराये के आधार पर अपने टेम्पू का उपयोग करके कमाई करता हूँ, जिसे आपने ऊपर बताए अनुसार लकड़ी ले जाते समय जब्त कर लिया है।

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Shouvi
15/7/24

वसीम खान

अपने उपरोक्त कथन के आधार पर, मैं आपसे प्रार्थना करता हूं कि कृपया मेरी अनजाने में हुई गलती के लिए मुझे क्षमा करें और मेरे खिलाफ दायर मामला बंद करें और इन लकड़ियों को ले जाने के लिए जब्त किए गए हमारे वाहन को रिहा करें। मेरे आधार कार्ड की प्रति संलग्न है।

भविष्य में मैं इस प्रकार की गलत गतिविधियों में शामिल होने से खुद को रोकूंगा।

तदनुसार प्रार्थना की जाती है।

वसीम खान
(वसीम खान)

स्थान: अमरोहा, उत्तर प्रदेश

- संलग्नक: 1. श्री शनि गौतम-दारोगा द्वारा जारी नोटिस की प्रति
2. मेरे आधार कार्ड की प्रति

वन विभाग, उत्तर प्रदेश



बनाम

वसीम खान पुत्र रऊफ खान
निवासी गांव बावल खेडी
जिला अमरोहा

नोटिस

आपको इस नोटिस के माध्यम से सूचित किया जाता है कि आपके द्वारा दिनांक 10.06.2024 को डेवू कम्पनी ग्रेटर नौएडा में अवैध रूप से नीम, यूकेलिप्टस व सूवबूल के पेड़ों को काट कर दुलान उनका दुलान किया जा रहा था, जिसका वन अपराध संख्या 16/2024-25/दादरी आपके नाम से दर्ज किया गया है। इस संबंध में आप दिनांक 14.06.2024 की प्रातः 11 बजे कार्यालय क्षेत्रीय वन अधिकारी दादरी रेंज ई-1, सैक्टर-1 नौएडा, में स्वयं या अपने प्रतिनिधि के माध्यम से उपस्थित होकर अपना पक्ष रखें।

यदि आप या आपका प्रतिनिधि नियत तिथि व नियत स्थान पर अनुपस्थित रहते हैं, तो आपके विरुद्ध वृक्ष संरक्षण अधिनियम 1976 व उ0प्र0 अभिवहन नियमावली 1978 के प्राविधानों के अनुरूप अन्तिम निर्णय लेकर दण्डात्मक कार्यवाही अमल में लायी जायेगी।

शनि गौतम
वन दरोगा

वसीम खान

भारत सरकार
Government of India

वसीम खान
Vasim Khan
जन्म तिथि / DOB : 01/01/1988
पुरुष / MALE

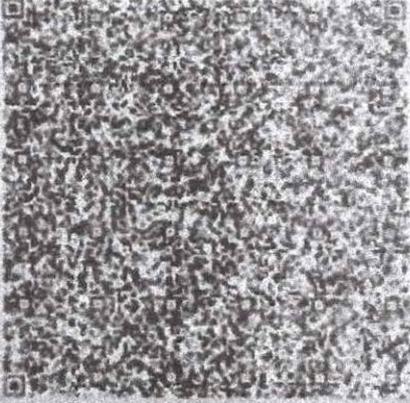
मेरा आधार, मेरी पहचान

वसीम खान

 भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India 

पता: आत्मज रऊफ खान, 105, बावन खेड़ी,
अमरोहा, उत्तर प्रदेश, 244241
Address: S/O Raul Khan, 105, Bawan Kheri,
Amroha, Uttar Pradesh, 244241

Print Date: 09/12/2020



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 1947  help@uidai.gov.in  www.uidai.gov.in


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SHAKUNTALAM LANDCRAFT PRIVATE LIMITED

CIN : U70200DL2013PTC258809

ANNEXURE R/6-8

12 July 2024

The District Forest Officer,
E-1, Sector 1, Block- A Rd, Block E,
Sector 1, Noida, Uttar Pradesh,
District Gautam Budh Nagar,
Uttar Pradesh

SUB: NOTICE NO. 1027/28-1 DATED 29/06/2024 TO APPEAR ON 12/07/2024 & SEALING FARD LETTER NO. 33/28-1 DATED 10/07/2024.

PROPERTY ADDRESS : PLOT NO A-1 SITUATED AT SURAJPUR INDUSTRIAL AREA, NOIDA, - DADRI ROAD, GREATER NOIDA, DISTRICT GAUTAM BUDHA NAGAR, U.P-203207

Dear Sir

We would like to apprise you that in the past the captioned property was being used by Daewoo Motors Limited for manufacturing of cars and other ancillary products. Somewhere in the year 2002 due to some internal issues they closed this unit and in the year 2004, the court ordered for winding-up of the company. And at a later stage all the plant, machinery & building etc were auctioned by the court order and hence removed. Since that time, it is vacant land. In year 2023 the land was auctioned by the DRT-II, Mumbai & we M/S Shakuntalam Landcraft Private limited bought this land in auction and pursuant to the order of Hon'ble DRT- II Mumbai court, on 24th May 2024, the possession of the captioned plot was handed over to us with a condition that we cannot create any third party rights in it till further orders of the Court. Copy of the sale certificate and possession letter in our favour is attached for your reference as **Annexure- 1**.

After getting the possession we visited the site and found that at lot of places the boundary wall of the plot is broken and in the site, there are some tube wells which are not working due to non-usage for more than 20 years. To carry on some basic activities including installation of CCTV cameras, in around June 2024 we applied for temporary connection with Noida Power and our application is still in process. Copy of payment of fee for temporary electricity connection is attached as **Annexure – 2**.

Just because this plot remained closed for a long period several bushes, shrubs, keekers etc grown naturally. As the boundary wall of the site is broken at several places, size of the land is quite large, electricity was not there and security guards were only at main gate whereas the site has 5-6 gates and open from several others side, the nearby villagers entered the site and cut the fire wood and taken out for their domestic uses.

Through your notice dated 29/06/2024 & Sealing Fard dated 10/07/2024, we came to know that someone has cut some trees which are prohibited for the cutting as per Forest Act and that's why the gate no. 1 of the site has been sealed. In this regard we submit as under:

Deepak Gupta

Regd. Office : H-27, W8, E Lane, Western Avenue, Sainik Farms, South Delhi, Delhi – 110062
Email : dgupta@inliving.com Phone : +91 9971991324

SHAKUNTALAM LANDCRAFT PRIVATE LIMITED

CIN : U70200DL2013PTC258809

1. That the information / statement is completely false that we cut or someone was cutting the green trees at that site on our instruction. The false complaints being made against us by some old Employee unions and others for other motives.
2. That the present situation is that this piece of land is surrounded by a low height boundary-wall and 6-7 entry gates and many other entry points as boundary is completely missed at some places. In general, several nearby villagers entered and cut and bring back fire woods for their domestic purposes. Cutting of trees by these miscreants cannot be ruled out.
3. That we are trying to make suitable arrangement there so that the plot remain in full security and entry of trespassers can be stopped. Electricity connection has been applied, security guards are being deputed and some other security measures are being arranged.

Regarding the sealing of Daewoo premises vide letter no. 33/28-1 dated 10/07/2024, kindly note that we had already stopped the entry of nearby villagers in the premises and NO cutting of any green tree was done by them post your notice. There are few Old Union Leaders who are making false complaints and giving false statement in the newspapers and creating pressures on us with some otherwise motives. Electricity & other Security arrangements on all the gates are in process so that the possible entry of these miscreant may be ruled out.

So the sealing of premises on 9th July 2024 on the basis of these facts & false complaints is not justified. Your good-self have sealed our plot despite the fact that we didn't committed any wrongful act. Considering the above facts we request you to kindly order for de-sealing from our premises/plot and take appropriate action against these miscreants. We are always ready for our cooperation in any inquiry carried by your goodself. But continuation of sealing is huge a financial & reputation loss for our company for no reason.

We here request for an immediate action in removing the sealing and taking appropriate legal action against these miscreants in the interest of justice.

Submitted, please

For **Shakuntalam Landcraft Pvt. Ltd.**

Deepak Gupta

(Deepak Gupta)
Authorised Signatory

Place : Noida

Encl.:

1. Handover letter by DRT- II, Mumbai dated 24 May 2024
2. Challan for electricity connection from Noida Power



TRUE COPY

SLPL/DG/24-25/001

दिनांक: 19.02.2025

सेवा में,

रेंजर वन अधिकारी,
दादरी रेंज - ई 1, सेक्टर-1, नोएडा,
वन विभाग, उत्तर प्रदेश।



विषय: प्लॉट नंबर A-1, सूरजपुर औद्योगिक क्षेत्र, ग्रेटर नोएडा में कथित अवैध पेड़ कटाई के संबंध में नोटिस (648/28-1) दिनांक 13.02.2025 के प्रत्युत्तर में।

माननीय महोदय/महोदया,

हम आपके 13.02.2025 को जारी नोटिस को प्राप्त करने की पुष्टि करते हैं, जिसमें प्लॉट नंबर A-1, सूरजपुर औद्योगिक क्षेत्र, ग्रेटर नोएडा में कथित अवैध पेड़ कटाई का उल्लेख है। इस संबंध में, हम सम्मानपूर्वक निम्नलिखित प्रत्युत्तर प्रस्तुत कर रहे हैं:

1. संपत्ति का स्वामित्व और कानूनी बाधाएँ

उक्त संपत्ति का स्वामित्व माननीय ऋण वसूली न्यायाधिकरण (डीआरटी), मुंबई के आदेशानुसार 24 मई 2024 को शकुंतलम लैंडक्राफ्ट प्राइवेट लिमिटेड को सौंपा गया था। यह हस्तांतरण सशर्त था और संपत्ति पर किसी भी तृतीय पक्ष अधिकारों के निर्माण को विशेष रूप से प्रतिबंधित किया गया था। परिणामस्वरूप, केवल मुख्य द्वार पर न्यूनतम सुरक्षा प्रबंध किए गए, क्योंकि संपत्ति के विकास पर कानूनी प्रतिबंध थे।

2. टूटी हुई बाउंड्री दीवारें और अवैध प्रवेश

यह संपत्ति 204 एकड़ क्षेत्र में फैली हुई है और पिछले 22 वर्षों से खाली पड़ी है, जिसके कारण इसकी सीमा दीवारें जर्जर हो गई हैं। कई हिस्सों में दीवारें टूट चुकी हैं, जिससे स्थानीय लोगों द्वारा अवैध प्रवेश की घटनाएँ बढ़ गई हैं। इस कारण अतिक्रमण रोकना अत्यंत कठिन हो गया है।

3. बिजली कनेक्शन न मिलने से सुरक्षा चुनौतियाँ

संपत्ति की सुरक्षा व्यवस्था मजबूत करने के लिए हमने नोएडा पावर से बिजली कनेक्शन के लिए आवेदन किया था ताकि रोशनी और निगरानी की जा सके। लेकिन हमारा आवेदन यह कहकर अस्वीकार कर दिया गया कि "प्लॉट अभी तक हमारे नाम पर पंजीकृत नहीं हुआ है"। इसके परिणामस्वरूप, प्रकाश और निगरानी उपकरण स्थापित नहीं किए जा सके, जिससे सुरक्षा उपाय प्रभावी रूप से लागू नहीं हो सके।

4. वनस्पति और वन्यजीवों के कारण गश्त में कठिनाई

लंबे समय से खाली रहने के कारण साइट पर झाड़ियाँ और जंगली वनस्पति बहुत अधिक उग गई हैं। इसके अलावा, सर्प और अन्य खतरनाक जीवों की मौजूदगी के कारण सुरक्षा कर्मियों के लिए गहरी गश्त करना अत्यधिक कठिन हो गया है। गिरे हुए पेड़ों और झाड़ियों के कारण आंतरिक मार्ग अवरुद्ध हो गए हैं, जिससे पूरे क्षेत्र में निर्बाध आवाजाही संभव नहीं हो पाई।

5. स्थानीय अतिक्रमण और लकड़ी तथा चारे का संग्रहण

वर्षों से स्थानीय लोग इस क्षेत्र में अवैध रूप से प्रवेश कर जलावन लकड़ी और पशुओं के चारे के लिए झाड़ियाँ काटते रहे हैं। यह प्रथा हमारी संपत्ति के कब्जे में आने से पहले से चली आ रही है। हमारे सुरक्षा दल ने कई बार स्थानीय लोगों को सूखी झाड़ियाँ और गिरी हुई शाखाएँ इकट्ठा करते हुए देखा है।

6. खुले प्रवेश द्वारों से वाहनों की आवाजाही

संपत्ति पर कोई कार्यशील द्वार नहीं होने के कारण, कई वाहन टूटे हुए बाउंड्री वॉल के माध्यम से अनधिकृत रूप से प्रवेश कर रहे थे।

7. कथित अवैध पेड़ कटाई से कोई संबंध नहीं

हम यह स्वीकार करते हैं कि स्थानीय लोगों द्वारा झाड़ियों को जलावन के रूप में इस्तेमाल करने के लिए काटा गया होगा, लेकिन हम किसी भी अवैध पेड़ कटाई में शामिल होने के आरोप को सख्ती से नकारते हैं। चूंकि संपत्ति के चारों ओर खुली पहुंच बनी हुई थी, अतः किसी बाहरी अनधिकृत व्यक्ति द्वारा यह कार्य किया जा सकता था। हमारे सुरक्षा दल के पास कोई रिकॉर्ड या जानकारी नहीं है जिससे यह साबित हो कि पेड़ कटाई हमारी ओर से की गई थी।

8. संपत्ति का कब्जा यूपीसिडा द्वारा लिया गया और सील किया गया

दिनांक 07 अगस्त 2024 को यूपीसिडा (UPSIDA) द्वारा इस संपत्ति का कब्जा लिया गया और 09 जुलाई 2024 को वन विभाग द्वारा इसे सील कर दिया गया। इसके अतिरिक्त, मुख्य द्वार को अज्ञात असामाजिक तत्वों द्वारा चुरा लिया गया, जिस स्थान पर वन विभाग और यूपीसिडा ने सील लगाई थी। यह घटना संपत्ति की असुरक्षा और खुले प्रवेश बिंदुओं की भेद्यता को दर्शाती है।

9. सरकारी रिपोर्ट के अनुसार काटी गई वनस्पति प्रतिबंधित श्रेणी में नहीं

हमें ज्ञात हुआ है कि आपकी रिपोर्ट के अनुसार, काटी गई झाड़ियों की श्रेणी चारा और जलावन लकड़ी की है, जो पिछले 22 वर्षों से साइट के खाली रहने के कारण स्वाभाविक रूप से उग गई थी। यह वन विभाग के अधिसूचना संख्या 24/81-5-2020-07-93 दिनांक 07 जनवरी 2020 के अनुसार प्रतिबंधित वृक्षों की सूची में नहीं आती है।

10. पहले प्राप्त नोटिस का उत्तर पूर्व में दिया जा चुका है

हम आपको सूचित करना चाहते हैं कि हमें इससे पहले नोटिस संख्या 1027/28-1 दिनांक 29/06/2024 प्राप्त हुआ था, जिसका उत्तर हमने दिनांक 12/07/2024 को प्रस्तुत कर दिया था। इसकी प्रति संदर्भ के लिए संलग्न है।

निष्कर्ष

उपरोक्त तथ्यों को ध्यान में रखते हुए, हम विनम्रतापूर्वक निम्नलिखित प्रस्तुत करना चाहते हैं:

- शकुंतलम लैंडक्राफ्ट प्राइवेट लिमिटेड द्वारा कथित पेड़ कटाई न तो की गई थी और न ही इसकी अनुमति दी गई थी।
- संपत्ति की वर्तमान स्थिति और अपर्याप्त सुरक्षा अवसंरचना हमारे नियंत्रण से बाहर है।
- अवैध अतिक्रमण और अनधिकृत पहुंच का मुख्य कारण संपत्ति की संरचनात्मक समस्याएँ और कानूनी प्रतिबंध हैं, जैसा कि उपरोक्त विवरण में स्पष्ट किया गया है।

अतः, हम आपसे अनुरोध करते हैं कि इन तथ्यों को ध्यान में रखते हुए हमारी स्थिति की निष्पक्ष समीक्षा करें। हम एक कानून का पालन करने वाला संगठन हैं और पर्यावरणीय नियमों का पूरा सम्मान करते हैं। साथ ही, हम इस विषय पर उचित समाधान निकालने हेतु प्रशासन के साथ सहयोग करने के लिए तैयार हैं।

अतः, हम माननीय अधिकारियों से अनुरोध करते हैं कि कृपया हमें इस मामले से संबंधित किसी भी कार्यवाही या जाँच से मुक्त करें।

Shakuntalam Landcraft Pvt. Ltd

Deepak Gupta

Authorised Signatory

SHAKUNTALAM LANDCRAFT PRIVATE LIMITED

CIN : U70200DL2013PTC258809

सादर, Shakuntalam Landcraft Pvt. Ltd



Authorised Signatory

(दीपक गुप्ता)

अधिकृत हस्ताक्षरकर्ता

शकुंतलम लैंडक्राफ्ट प्राइवेट लिमिटेड

दिनांक:

स्थान:

संयुक्त प्रत्युत्तर प्रस्तुतकर्ता:

- यश गुप्ता - निदेशक, शकुंतलम लैंडक्राफ्ट प्राइवेट लिमिटेड
- पल्लवी गुप्ता - निदेशक, शकुंतलम लैंडक्राफ्ट प्राइवेट लिमिटेड
- आशीष गुप्ता - निदेशक, शकुंतलम लैंडक्राफ्ट प्राइवेट लिमिटेड

टिप्पणी:

श्री अनिल जैन पेशे से एक चार्टर्ड अकाउंटेंट हैं और कंपनी को वित्तीय एवं लेखा परामर्श आवश्यकतानुसार प्रदान करते हैं, किंतु वे कंपनी के दैनिक संचालन में शामिल नहीं हैं।


TRUE COPY

SHAKUNTALAM LANDCRAFT PRIVATE LIMITED

CIN : U70200DL2013PTC258809

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SHAKUNTALAM LANDCRAFT PRIVATE LIMITED HAVING ITS REGISTERED OFFICE H-27, W8, E LANE, WESTERN AVENUE, SAINIK FARMS, DELHI – 110062 ON 08th DAY OF MAY 2025 AT 12:30 P.M.

“RESOLVED THAT in supersession of the earlier resolutions, the consent of the Board be and is hereby accorded to Mr. Vivek Sachdeva S/o Shri Ishwar Dutt Sachdeva R/o C-3/93, Sector- 11, Rohini, Delhi- 110 085 as authorised signatory of the Company to act severally to file or defend various legal cases before any Court of Law in India including Hon'ble National Green Tribunal – Principal Bench, New Delhi that may be required from time to time to protect the interest of the Company and its assets including investment in Lease Hold land bearing Plot no A-1 situated at Surajpur Industrial Area, Noida, - Dadri Road, Greater NOIDA, District Gautam Budha Nagar, U.P- 203207.

RESOLVED FURTHER THAT the authorization include all such acts, deeds and things as may be necessary or desirable that may arise from time to time and in particular-

- (a) To appoint and engage any advocate or Firm of advocates to represent the Company before the Learned Arbitrator at New Delhi or before any court situate in India and to negotiate and pay their fees;
- (b) To appoint and engage Advocate Utkarsh Sharma, Advocate on Record (AOR Code: 2620) of the Supreme Court of India
- (c) To certify, sign, deal, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, record and perfect all deeds, declarations, instruments, affidavits, applications, petitions, objections, notices and writings whatsoever as may be usual, necessary, proper or expedient and all manner of documents, petitions, affidavits and applications in relation to the arbitration proceedings;
- (d) To accept service of notices or other processes that may from time to time be issued in connection with the matter aforesaid;
- (e) To produce all documents, matters or other evidence in connection with the matters aforesaid in all and any of other proceedings incidental thereto or arising thereat;
- (f) To make, prepare any applications, petitions, appeals and judge's summons before any court, tribunal or authorities;
- (g) To do and perform all such other acts, matters, deeds and things as may be considered necessary or desirable to give effect to this resolution.”

// Certified True Copy //

For M/s Shakuntalam Landcraft Pvt. Ltd.

For Shakuntalam Landcraft Pvt. Ltd.

Ashish Gupta
(Director)
DIN 00175411

Director

Date : 16.09.2025

Place : Delhi

Attested Signature

Vivek Sachdeva
Authorised Signatory

For Shakuntalam Landcraft Private Limited

VAKALATNAMA
BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW DELHI
ORIGINAL APPLICATION NO. 820 OF 2024

Tribunal on its Own Motion-Suo Moto Based on News Item Titled "22 Saal Band Company Mein Kaat Diye 1 Hazaar Se Jyada Ped Noida Mein Van Vibhag Ne Jabt Kiye Kate PEdo Se Bhara Truck" appearing in Navbharat Times Dated 11.06.2024

KNOW ALL to whom these present shall come that I/We, Shakuntalam Landcraft Private Limited the Respondent in the captioned Application, do hereby appoint Utkarsh Sharma, Advocate [UP-2599/2011] (Hereinafter called the Advocate(s)) to be my/our Advocate in the above-noted case and authorize him: -

TO act, appear and plead in the above-noted case in this Court.

TO sign, file, verify and present pleadings, appeals, cross-objections or petitions for executions, review, revision, withdrawal, compromise or other petitions or affidavits or other documents and do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case in all its stages subject to payment of fees for each such stage.

TO withdraw or compromise the said case or submit to arbitration or mediation any differences or disputes that may arise in or in any manner touching the said case.

TO initiate and conduct execution proceedings.

And I/We undertake that I/We or my/our duly authorized agent would appear in the Court on all hearings and will inform the Advocates for appearance when the case is called.

AND I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the aforesaid matter as my/our own acts, as if done intents and purposes and that it shall be our duty to keep constant advocate to seek updates of the case.



I/We do hereby confirm and affirm that every application, pleadings, affidavit, counter-signed by us is drafted/submitted on the basis of my I/WE shall not dispute its veracity.

I/We the undersigned do hereby agree not to hold the Advocate or his substitute responsible for the result of the said case.

HEREOF I/We do hereunto set my/our hands to these presents the which have been understood by me/us on this 15th day of September, 2025.

Accepted subject to the terms of the fees.

Utkarsh Sharma
ADVOCATE

For Shakuntalam Landcraft Private Limited
[Signature]
Authorized Signatory
CLIENT