

Ref. No. MVN/S/441

Date 20.07.2022

To,
Deputy Conservator of Forest
Faridabad, Haryana.

Subject :- Reply of your letter regarding diversion of forest land for construction of Senior Secondary School, along Badhkal Surajkund road km 6-7/ Left Hand Side. at village Mewala Maharajapur Sector -43 under forest division & district Faridabad Haryana. (Online Proposal No.FP/HR/Sch./41656/2019.

Dear Sir,

Kindly find reply given as under below:-

1. It is submitted that Modern Vidya Niketan Society has applied for diversion of 7.99254 ha of land for setting up MVN Technologies and Solar Energy System Research Institute in the year 2012 for the land bearing Khasra & Killa no. 34// 21, 35// 22,23,24,25 , 38// 2/2,3,4,5,6,7,8,9,11,12,13,14,15,17,18,19,20 39// 1. in the revenue estate of village Mewla Maharajpur falling in Sector 43, Faridabad in the year 2012. The above said land is lying vacant and the land has not been used for any non forestry use by the applicant and permission of the competent authority to use the land for non forestry work is still awaited by the Applicant. The same applicant i.e. Modern Vidya Niketan Society has made a fresh application for deferent land having total area 2.031 ha of land bearing Khasra & killa no. 37// 6/1,6/2,14/2,15,16,17/1 & 38// 10, 9Min in the revenue estate of village Mevla Maharajpur falling in Sector 43, Faridabad in the year 2019. Though both pieces of lands are falling in revenue village of Mewla Maharajpur but are two identical pieces of land.
2. The 7.99254 ha of land belongs to the Applicant for which application for setting up MVN Technologies and Solar Energy System Research Institute was made in the year 2012 is lying vacant and no non forestry work has even been done by the Applicant in the said land. As far as 2.031 ha of land is concerned it is already on record that a school building is lying there which was built by the

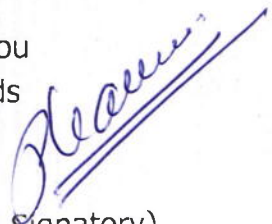
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[Signature]

Applicant on the basis of approvals and sanctioned given by the MCF and the Occupancy Certificate of the same was already granted to the Applicant. As it was subsequently come to the notice of the Applicant that the Area is covered under PLPA Notification, the Applicant has made application seeking permission for the use of the land for non forestry activities.

3. The land that is used for the school is 2.031 ha only and not more than 4.5 ha. as alleged.
4. The said area is not adjacent to Manav Rachna International Institute of Research and there is an Institute of Road Traffic Education (IRTE) between Manav Rachna and Modern Vidya Niketan.
5. The 7.99254 ha. of land belongs to the Applicant for which application for setting up MVN Technologies and Solar Energy System Research Institute was made in the year 2012 is lying vacant and no non forestry work has ever been done by the Applicant over the said land. A school building is lying on 2.031 ha of land which was built by the Applicant on the basis of approvals and sanctioned given by the MCF. As the land was falling in the residential sector within the territorial authority of the Municipal Corporation Faridabad, the Applicant Modern Vidya Niketan Society, as required under law, approached Municipal Corporation Faridabad for granting all necessary approvals and permissions and further obtained all necessary permissions and approvals as per building bye laws and rules operating in the area, from the authority of MCF including permission for change of land use dated 04.01.2000, approval/sanction of building plan, permission to erect/re-erection dated 17.02.2000, Occupation Certificate 20.09.2003 and completion certificate after the completion of development as per the approved building plan. Copy of the same is provided to you with this application.

Thanking You
with Regards



(Authorized Signatory)



From

Commissioner,
Municipal Corporation,
Faridabad.

To

The Manager,
Modern Vidhya Niketan Society,
Sector-17, Faridabad.

Memo No.MCF/STP/99/6

Dated:- 4-1-2000

Sub:-

Regarding permission for change of land use for additional land measuring 17 Kanal 3 Marla khasra No.37//6/1; 38//9,10,11/2,12 in the revenue estate of village Sarai Khawaja, sector-43, Faridabad.

Ref:-

Your letter dated 10-12-99 on the subject cited as above.

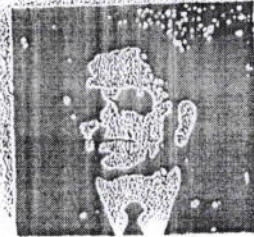
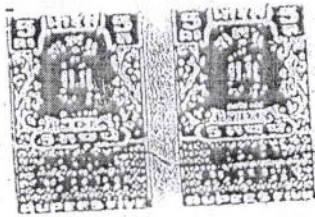
Find enclosed herewith 2 copies of CLU-II agreement duly accepted by this office. You are advised to get this agreement registered in the office of Sub-Registrar, Faridabad and thereafter return the original copy of agreement in this office for taking further necessary action in the matter.

Encl: As above.

Sanjay L.
Senior Town Planner,
For: Commissioner.

Received

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Agreement - CLU II

Agreement by a person other coloniser intending to change the existing use of land in the controlled Area. This Agreement made on 14.12.99 between Manager Modern Vidya Niketan Society Sec 17, Faridabad (hereinafter called the promisee of the one part) and the Govt. of Haryana acting through the Commissioner-cum-Director, Town & Country Planning, Municipal Corporation, Faridabad (hereinafter referred to as Govt.) of the other part

1. Whereas the promisee is seized of or otherwise will entitled to the land measuring 17 kanal 3 marla (10375.75 sq. yds.) mentioned in Annexure 'A' attached hereto which said land is within the controlled area of Faridabad and is affected by the provisions of the Punjab, Scheduled Roads and Controller Area restrictions of Unregulated Development Act, 1963 and Haryana Municipal Corporation Act, 1994 and the rules made there under hereinafter referred as the act and rules
2. And whereas under Rules 26D of the said rules one of the conditions for the grant of permission is that the promisee shall enter into an agreement for fulfilling the conditions in accordance with the permission finally granted.

NOW THIS DEED WITNESSES AS 'FOLLOWS'

1. In consideration of the Commissioner-Cum-Director, Town & Country Planning agreeing to grant permission to the promisee to development school building on the land mentioned in Annexure 'A' thereto on the fulfilment of all the conditions of Rule 26-D by the promisee, the promisee hereby covenants as follows:-

Commissioner Cum Director
Town & Country Planning
M.C.P.

Pleaser

- a. That the promisee shall pay proportionate External Development charges which shall be the charge on the said land as per details given in Annexure - B in respect of external Development works which may be carried-out in the area for the benefit of the said land. 25% amount of proportionate external Development charges which comes to Rs. 5,54,973/- shall be paid by the promisee in instalments along with 18% rate of interest as per details given in Annexure-B. Balance 75% EDC amount shall be paid by the promisee on the prevailing rates at the time of provision of balance external services in the area.
- b. That the promisee shall get the plan approved from the Commissioner-Cum-Director, Town & Country planning before commencing any construction on the said land.
- c. That the promisee shall be responsible for making arrangement for the disposal of affluent to satisfaction of Commissioner-Cum-Director, Town & Country planning.
- d. That the promisee shall not except with the previous permission of the Commissioner-Cum-Director, Town & Country planning, sell the said land or portion there unless the said land has been put to use permitted by the Commissioner-Cum-Director, Town & Country planning by the Commissioner-Cum-Director, Town & Country planning.
- e. That the promisee agrees to submit the drainage and sewerage scheme for the site in question for scrutiny. They hereby under take to implement these schemes after their approval with or without modification. He also undertake that he shall continue to be responsible for maintenance of these disposal works as per approved schemes as long as these are not connected to main sewerage and drainage system of the project. The promisee further undertake to pay and fee that may levied for the scrutiny of the schemes and their inspection.
- f. That the promisee shall start construction of the said plot within a period of six months from the date of issue of orders permitting the charge of land use.
- g. That the promisee given an undertaking that he will connect sewerage system to the main sewerage as and when the latter is installed and extended to this area and shall pay such charges as may be levied in this behalf.

Commissioner-Cum-Director
Town & Country Planning

Placed

Mr

- h. That the promisee also gives an undertaking that he will demolish the unauthorised construction made at the site or agrees to get the offence compounded and shall demolish such structure as shall contravene the building bye-laws.
- i. That the promisee will pay the enhanced conversion charges as and when raised by Govt. M.C. on demand.
- j. Provided always and it is hereby agreed that if the promisee shall commit any breach of terms & conditions of this agreement then co-with standing the waiver of any previous cause of right, the commissioner - cum - Director, Town & Country planning may revoke the permission granted to him.
- k. Upon revocation of the permission under clause 2 above the Commissioner - cum - Director, Town & Country planning may recover the proportionate development charges incurred on the said development works pertaining to the said land as may be determined by the Commissioner - cum - Director, Town & Country planning, Municipal Corporation, Faridabad.
- l. The expression, the promisee, hereinbefore used shall include his heirs, legal representatives, successors and permitted assigns.
- m. The stamp and registration charges on this deed shall be borne by the promisee.

Signed by :

Hamid
Mohd. Iqbal, Khata No. 1
Faridabad

[Signature]
 Commissioner - cum - Director
 Town & Country Planning
 M.C.F. FARIDABAD

The Promisee

Witness No. 1

Ms. Shikha Kaur
Shikha
23/4/25
Faridabad

Witness No. 2

Ms. Naveen
Naveen
23/4/25
Faridabad

[Signature]
 Senior Town Planner
 Municipal Corporation
 FARIDABAD

[Signature]

1. That the promisee also gives an undertaking that he will demolish the unauthorised construction made at the site or agrees to get the offence compounded and shall demolish such structure as shall contravene the building bye-laws
2. That the promisee will pay the enhanced conversion charges as and when raised by Govt. M.C. on demand
3. Provided always and it is hereby agreed that if the promisee shall commit any breach of terms & conditions of this agreement then co-with standing the wavier of any previous cause of right, the commissioner - cum- Director, Town & Country planning may revoke the permission granted to him
4. Upon revocation of the permission under clause 2 above the Commissioner - cum - Director, Town & Country planning may recover the proportionate development charges incurred on the said development works pertaining to the said land as may be determined by the Commissioner - cum - Director, Town & Country planning, Municipal Corporation, Faridabad.
5. The expression, the promisee, hereinbefore used shall include his heirs, legal representatives, successors and permitted assigns
6. The stamp and registration charges on this deed shall be borne by the promisee

Signed by :

Manager
Arjun Singh, Arjun Singh
Faridabad

[Signature]
Commissioner, Cum - Director
Town & Country Planning
M.C.F. FARIDABAD

The Promisee

Witness No. 1

Ms

[Signature]
Shamshad
23/4/25
Faridabad

Witness No. 2

[Signature]
Shamshad
23/4/25
Faridabad

[Signature]
Senior Town Planner
Municipal Corporation
FARIDABAD.

[Signature]
[Signature]



ANNEXURE B

Total area of CLU 10375.75sq yds
Total amount of proportionate external
Development charges @ Rs. 1035518/-
per gross acre 2219892/-
25% amount of EDC in proportion
to the services already provided at site. 554973/-
1st (25%) of 25% amount of external
development charges already deposited 138744/-

Balance 3/4th amount of 25% proportionate
External charges shall be paid in 6 half
Yearly instalments along with 18% rate of
Interest, as per details given below: 416229/-

No. of instal	Due Date	Instalment	Interest	Total
1 st	14/6/2000	69372/-	37461/-	106833/-
2 nd	14/12/2000	69372/-	31217/-	100589/-
3 rd	14/6/2001	69372/-	24974/-	94346/-
4 th	14/12/2001	69372/-	18730/-	88102/-
5 th	14/6/2002	69372/-	12487/-	81859/-
6 th	14/12/2002	69372/-	6243/-	75615/-

Note

In case the instalments along with interest are not paid on or before due date then penal interest
5% over and above 18% normal shall be paid by the promisee.

Promisee

G. S. G. S. G.

Witness

*Manager, Hindu
Buddhist Society*

Shri. K. S. S. S. S.

20/11/05

Recd.

B

From

Commissioner,
Municipal Corporation,
Faridabad.

To

The Manager,
Modern Vidhya Niketan Society (Regd.),
Sector-17, Faridabad.

Memo No.MCF/STP/99/2565

Dated:- 27-12-99

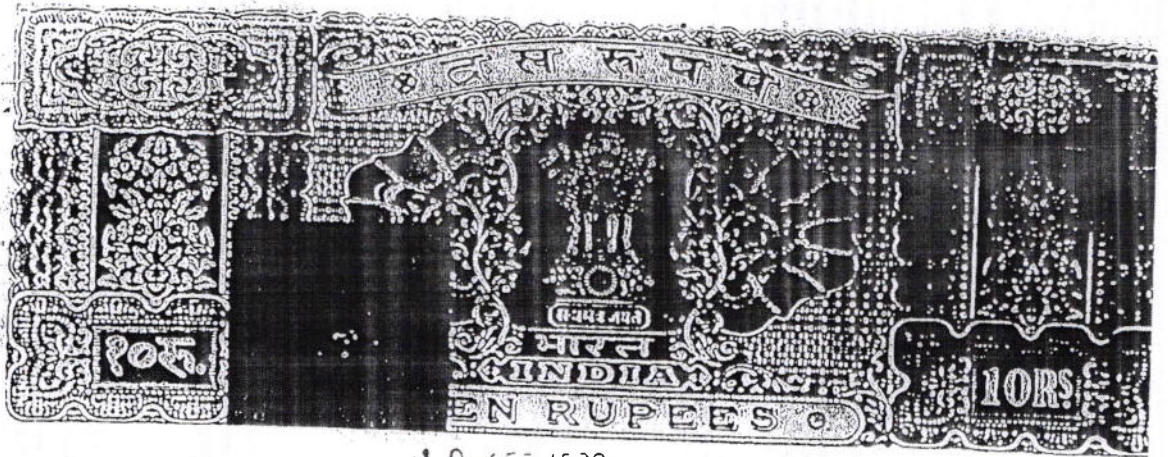
Sub:- Permission for change of land use in respect of land measuring 25254.16 sq.yds. bearing khasra Nos.37//6/2,14/2,15,16,17/1; 38//11/1,19/2,20 falling in the revenue estate of village Mewla Maharajpur, sector-43, Faridabad.- Execution of revised CLU-II agreement.

Ref:- Your letter dated 14-12-99 on the subject cited as above.

In accordance with the terms and conditions of revised CLU-II agreement registered in the office of Sub-Registrar, Faridabad on 25-10-99 permission for change of land use for development of Educational Institution is hereby allowed as per provisions of Punjab Scheduled Roads & Controlled Areas Restriction of Unregulated Development Act, 1963 read with provisions of Haryana Municipal Corporation Act, 1994. This permission is subject to the condition that you will make payment of proportionate external development charges in instalments along with interest as per details given in Annexure-B of said CLU-II agreement.


Senior Town Planner,
For: Commissioner.





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Agreement - CLU II

Agreement by a person other coloniser intending to change the existing use of land in the controlled area. This Agreement made on 29.12.97 between Manager Modern Vidya Niketan Society, Sec.17, Faridabad (hereinafter called the promisee of the one part) and the Govt. of Haryana acting through the Commissioner-cum-Director, Town & Country Planning, Municipal Corporation, Faridabad (hereinafter referred to as Govt.) of the other part.

1. Whereas the promisee is seized of or otherwise will be entitled to the land measuring 25254.16sq.yds. mentioned in Annexure 'A' attached hereto which said land is within the controlled area of Faridabad and is affected by the provisions of the Punjab Scheduled Roads and Controller Area restrictions of Unregulated Development Act, 1963 and Haryana Municipal Corporation Act, 1994 and the rules made there under hereinafter referred as the act and rules.

And whereas under Rules 26D of the said rules one of the conditions for the grant of permission is that the promisee shall enter into an agreement for fulfilling the conditions in accordance with the permission finally granted.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the Commissioner-Cum-Director, Town & Country Planning agreeing to grant permission to the promisee to develop school building on the land mentioned in Annexure 'A' thereto on the fulfilment of all the conditions of Rule 26-D by the promisee, the promisee hereby covenants as follows.

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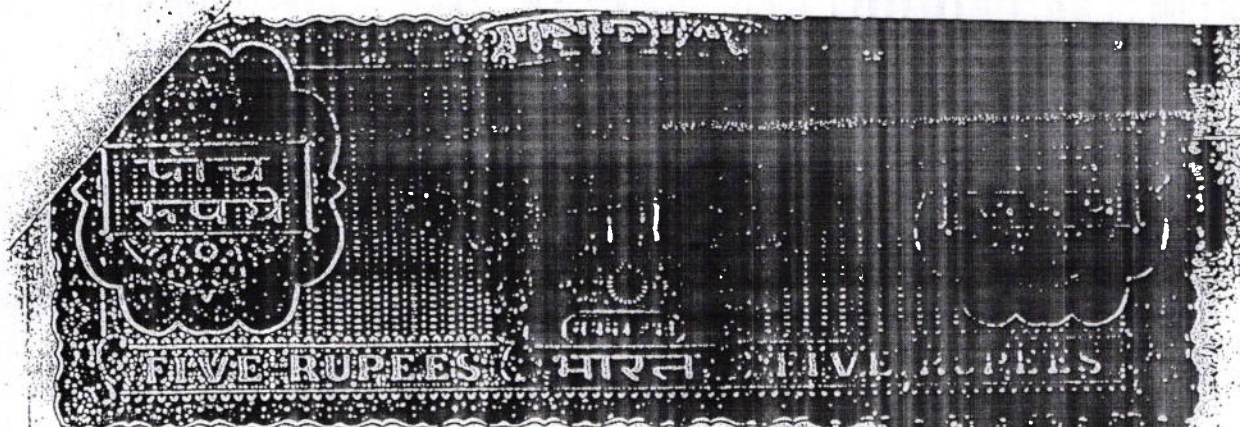
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- a That the promisee shall pay proportionate External Development charges which shall be the first charge on the said land as per details given in Annexure -B in respect of external Development works which may be carried-out in the area for the benefit of the said land. 25% amount of proportionate external Development charges which comes to Rs.13,50,782/- shall be paid by the promisee in instalments along with 18% rate of interest as per details given in Annexure-B. Balance 75% EDC amount shall be paid by the promisee on the prevailing rates at the time of provision of balance external services in the area.
- b That the promisee shall get the plan approved from the Commissioner-Cum-Director, Town & Country planning before commencing any construction on the said land.
- c That the promisee shall be responsible for making arrangement for the disposal of affluent to satisfaction of Commissioner-Cum-Director, Town & Country planning.
- d That the promisee shall not except with the previous permission of the Commissioner-Cum-Director, Town & Country planning, sell the said land or portion there unless the said land has been put to use permitted by the Commissioner-Cum-Director, Town & Country planning by the Commissioner-Cum-Director, Town & Country planning.
- e That the promisee agrees to submit the drainage and sewerage scheme for the site in question for scrutiny. They hereby under take to implement these schemes after their approval with or without modification. He also undertake that he shall continue to be responsible for maintenance of these disposal works as per approved schemes as long as these are not connected to main sewerage and drainage system of the project. The promisee further undertake to pay and fee that may levied for the scrutiny of the schemes and their inspection.
- f That the promisee shall start construction of the said plot within a period of six months from the date of issue of orders permitting the charge of land use.
- g That the promisee given an undertaking that he will connect sewerage system to the main sewerage as and when the latter is installed and extended to this area and shall pay such charges as may be levied in this behalf.

General Manager
Town & Country Planning
M. C. D.

[Signature]
D

[Signature]



-8-

h- The promisee also gives an undertaking that he will demolish any un-authorized construction made at the site or agrees to get the offence compounded and shall demolish such structure as shall contravene the building bye-laws.

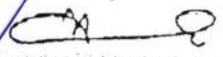
i- The promisee will pay the enhanced conversion charges as and when raised by Govt./MCF on demand.

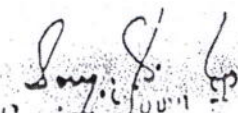
1. Provided always and it is hereby agreed that if the promisee shall commit any breach of terms & conditions of this agreement then notwithstanding the waiver of any previous cause of right, the commissioner-cum-Director, Town & Country planning may revoke the permission granted to him.

2. Upon revocation of the permission under clause 2 above the Commissioner-cum-Director, Town & Country planning may recover the proportionate development charges incurred on the said development work pertaining to the said land as may be determined by the Commissioner-cum-Director, Town & Country planning, Municipal Corporation, Paridabad.

3. The permission, the promisee, hereinbefore used, shall include his heirs, legal representatives, successors and assigns.

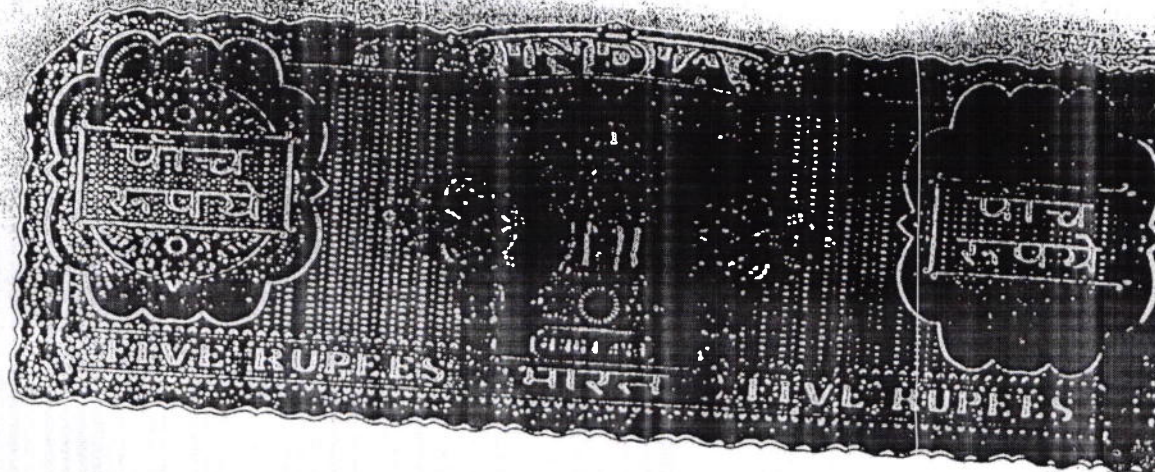
4. The stamp and registration charges on this document shall be borne by the promisee.

Planned

Commissioner-cum-Director
Town & Country Planning
M. C. F. PARIDABAD


Senior Town Planner
Municipal Corporation

Witness

Witness



ANNEXURE 'A'

Land Revenue No. 10884/10 Ch. No. 10 falling in the Revenue Estate of
of Village of Daudpur Teh. Faridabad Distt. Faridabad.

Khasra No.

37// 6/2, 6/4, 14/2, 15, 16, 17/

38// 1, 19/1, 20, 11/2, 10

Promissee

g/h

Witness

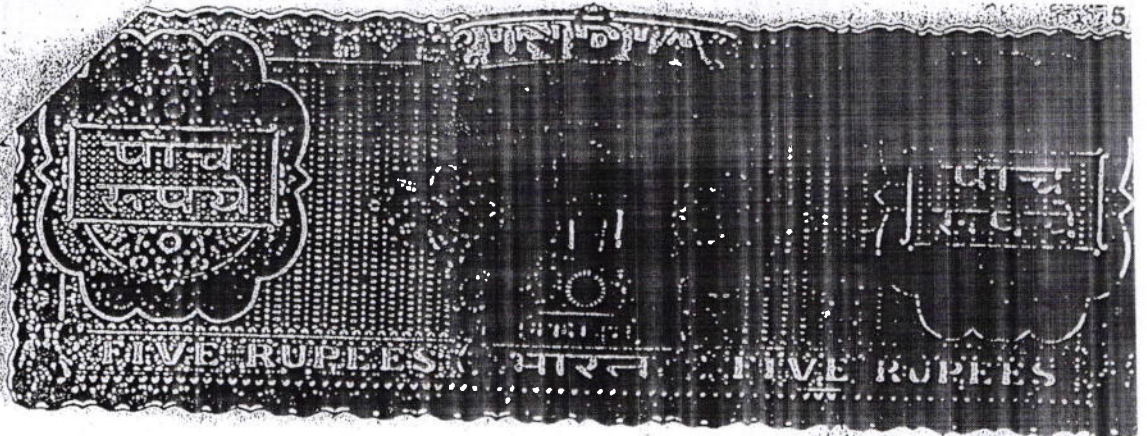
1. *H. K. K. K. K.*

6/5/17

2. *M. M. M. M. M.*

10/10/17
D. K. K. K.

Received
10/10



ANNEXURE B

Total area of CLU 25254.4 sq.yds:

Total amount of proportionate external charges as per G-8 No. 45/476 dt. 26.8.99 Rs.54,03,128/-

25% amount of EDC in proportion to the services already provided at site. Rs.13,50,782/-

1/4th (25%) of 25% amount of external development charges already deposited vide G-8 No. 45/476 dt. 26.8.99 Rs.3,37,696/-

Balance 3/4th amount of 25% proportionate external charges shall be paid in 6 half yearly instalments along with 18% rate of interest, as per formula given below:

S. No.	of instal	Due date	Instalment	Interest	total
1st	26.2.2000	1,68,848/-	91,178/-		
2nd	26.8.2000	1,68,848/-	75,981/-		
3rd	26.2.2001	1,68,848/-	60,785/-		
4th	26.8.2001	1,68,848/-	45,589/-		
5th	26.2.2002	1,68,848/-	30,392/-		
6th	26.8.2002	1,68,848/-	15,196/-		

Note: In case the instalments along with interest are not paid on or before the due date then penal interest @ 5% over and above 18% normal rate shall be paid by the promisee.

Handwritten signature in blue ink.

Promisee

Witness

1. Mrs. Kanti Chandra

*1.11.15

From :

The Commissioner,
Municipal Corporation, Faridabad.

42

17.2.2000

To,

Modern Vidya Niketan Society,
Sector-43, Surajkund, Badkhal Road,
Faridabad.

Memo No. MCF/STP/2000/527

Dated : 10-3-2000

Sub: Sanction u/s 254 of the Haryana Municipal
Corporation Act, 1999

Reference your application dated 17.2.2000 for permission to erect/re-erection

a Building on Plot No. Sector 43, Surajkund, Badkhal Road, Faridabad
(For Institutional purpose only)

is hereby stated that the same has been sanctioned on 28.2.2000 by the Municipal
Corporation, Faridabad subject to the following conditions.

1. Plans are valid upto 27th month February Year 2001
2. The construction will be undertaken as per sanctioned plan only and no deviation from Byelaws will be permitted without prior permission Any deviation done against bye-laws is liable to be demolished under section 261 of Haryana Municipal Corporation Act, 1994 and the supervising Architect engaged on the job will run the risk of having licence cancelled.
3. Violation of Zoning and Building Bye-laws will not be compounded.
4. It will be duty of owner of the plot and the Architect preparing the plans to ensure that the sanctioned plans are as per present Building Bye-laws. If any infringement of Bye-laws remains unnoticed the Municipal Corporation Faridabad reserves the right to amend the plans as and when the infringement comes to its notice and Municipal Corporation, Faridabad will stand indemnified against any claim on this account.
5. A notice in writing shall be sent to the Municipal Corporation Faridabad before Commencement of the erection of Building as per Bye-laws. Similar notice will sent to the Municipal Corporation, Faridabad when the building has reached upto plinth level.
6. The party shall not occupy or permit it to occupy the Building or use or permit to be used the building or any part thereof affected by any such until occupancy certificate is issued by the Municipal Corporation, Faridabad u/s 264 of Haryana Municipal Corporation Act.
7. Municipal Corporation, Faridabad will stand indemnified and kept harmless from all proceedings in courts and before other authorities of all expenss / losses / claims which the Municipal Corporation, Faridabad may incur or become liable to any as a result or in consequences of the sanction accorded by it to the building plan.
8. The door and window leaves shall be fixed in such a way that they shall not, when open, project on any street.
9. The building shall not be constructed within minimum distance as specified in India Electricity Rules from Voltage lines running on side of the site.

[Signature]

10. The land left open on consequences of the enforcement of the set back rule shall form part of the public street.
11. The sanction will be void-abinitio if ancillary conditions mentioned above are not complied
12. Only W C connection is allowed into Govt sewer.
13. No ~~trade~~ affluerent is allowed. into E.T.P.
14. The internal Services shall be arranged by party itself.

Encl. : A Set of Sanctioned
Plan.

Endet. No. MCF STP

SENIOR TOWN PLANNER
For COMMISSIONER

Dated :

12/2/2003

A copy alongwith a set of sanctioned plan is forwarded to the joint Commissioner,
Municipal Corporation, Faridabad... (old) ... Zone for information and record.

Encl. A Set of Sanctioned
Plan.

SENIOR TOWN PLANNER
For COMMISSIONER

Handwritten signature

To

M/s.Modern Vidya Niketan,
Badkhal Surajkund Road,
Faridabad.

Memo No.MCF/STP/2004/ 2221

Dated: 6-7-04

Whereas M/s.Modern Vidya Niketan Society, Badkhal-Surajkund Road, Faridabad has applied issue of an Occupation Certificate in respect of the building described below. Commissioner, Municipal Corporation, Faridabad vide his orders dated 20.9.2003 has granted permission for the occupation of said building in accordance with the provisions of the Punjab Scheduled Roads & Controlled Areas Restriction of Unregulated Development Rules, 1965.

DESCRIPTION OF BUILDING

Ground Floor	3706.713 sq.mt. + 726.22 sq.mt. = <u>4432.93</u> sq.mt.
First Floor	4380.95 sq.mt.
Second Floor	3654.738 sq.mt.
Third Floor	3654.738 sq.mt.
Fourth Floor	3654.738 sq.mt.

and the compounded structure as per details given in this office memo No.MCF/STP/2003/1771 dated 21.9.2003.

At Khasra No. 37//6/2, 14/2, 15, 16, 17/1,
38//11/1, 19/2, 20, 11/2min, 10, 9min, 12min
revenue estate of **Village Mewla Maharajpur,**
Sector-43, Badkhal - Surajkund Road,
Faridabad.

Date.

Joint Commissioner
Municipal Corporation,
Faridabad.