

IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH
AT NEW DELHI

Appeal No. 10 OF 2023

IN THE MATTER OF:

Vineet Sinha ... Appellant

Versus

Union of India & Ors. ... Respondents

INDEX

S. No.	Particulars	Page No.
1.	Additional affidavit on behalf of Appellant	1-5
2.	Annexure-1: - Order dated 02.12.2025 passed in Civil Appeal No.8421/2022 by the Hon'ble Supreme Court of India	6-9
3.	Annexure-2: Application dated 28.08.2018 filed by project proponent for extension of EC dated 19.09.2011	10-23
4.	Annexure-3: Written statement dated 20.10.2023 filed by Respondent No.9 in Delhi State Consumer Disputes Redressal Commission in CC No.15/2023 Vineet Sinha Vs Express Builders and Promoters Pvt. Ltd. & Ors.	24-67
5.	Service proof	68

Place: New Delhi
Dated: 11.05.2026



Vineet Sinha
Appellant in Person
F-001, Express Zenith,
Sector-77, Noida-201 301
District Gautam Budh Nagar, U.P.
Phone: 9810989910; Email: vineetadvocate@gmail.com

IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH
AT NEW DELHI

Appeal No. 10 OF 2023

IN THE MATTER OF:

Vineet Sinha ... Appellant

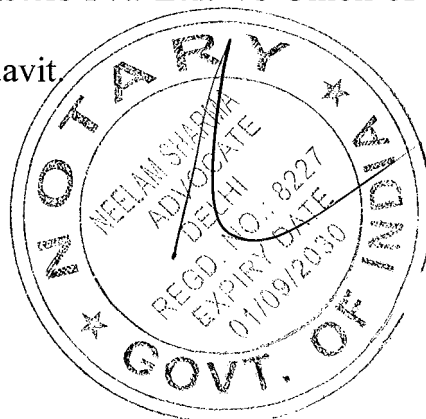
Versus

Union of India & Ors. ... Respondents

ADDITIONAL AFFIDAVIT ON BEHALF OF APPELLANT

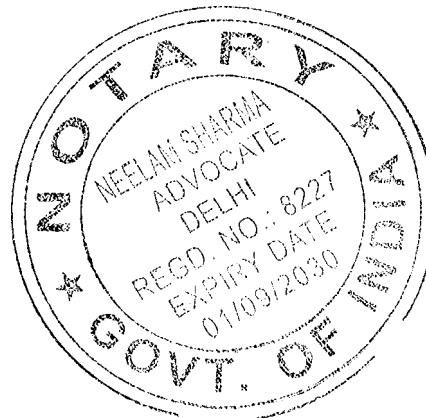
I, Vineet Sinha aged about 50 years S/o Shri Rajendra Prasad Saxena resident of F-001, Express Zenith, Sector-77, Noida presently at New Delhi do hereby solemnly affirm and state on oath as under:-

1. That I am the Appellant in person in the instant matter and so well conversant with the facts and circumstances of the case.
2. That this Hon'ble Court has directed the Appellant on 06.02.2026 to file the order dated 02.12.2025 passed by the Hon'ble Supreme Court of India in Civil Appeal No.8421/2022 Express Builders and Promoters Pvt. Ltd. Vs Union of India & Ors. Hence the present affidavit.



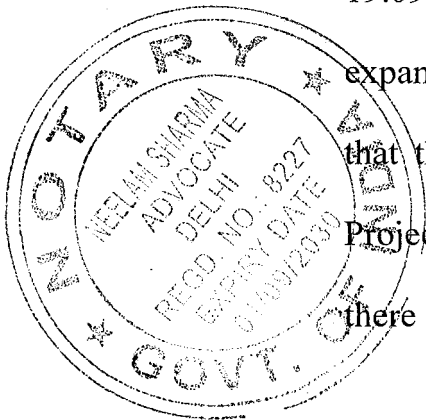
3. That the Civil Appeal No.8421/2022 was filed by Respondent No.9 in Hon'ble Supreme Court challenging the order dated 28.09.2022 (Annexure A-14 at Page No. 227-240 of appeal paper book) passed by this Hon'ble Tribunal in O.A. No.245/2021 Vineet Sinha Vs Union of India & Ors. whereby Respondent No.9 was directed to pay environment compensation of Rs.15,00,00,000/- (Rupees Fifteen Crores Only) and also directed to reduce 5 floors in sixth tower (tower-A) on account of illegal construction of 5 floors in 5 other towers. In Civil Appeal No.8421/2022 Hon'ble Supreme Court has recorded that new environment clearance has been obtained by project proponent and directed that all issues are left open to this Hon'ble Tribunal for adjudication. Civil appeal No.8421/2022 has been disposed of with this direction. A copy of order dated 02.12.2025 passed by the Hon'ble Supreme Court of India in Civil Appeal No.8421/2022 Express Builders and Promoters Pvt. Ltd. Vs Union of India & Ors. is filed herewith and marked as

Annexure-1.



4. It is pertinent to state here that Respondent No.10 has applied for extension of environment clearance dated 19.09.2011 (Annexure A-3 Page 105-109 of appeal paper book) by filing application dated 28.08.2018 in Form-1. The Appellant could not file Form-1 dated 28.08.2018 inadvertently and submitting the same with the present affidavit. Form-1 dated 28.08.2018 is very much relevant to adjudicate the issues involved in resent Appeals. A copy of Form-1 dated 28.08.2018 filed by Respondent No.10 seeking extension of environment clearance dated 19.09.2011 is filed herewith and marked as Annexure-2.

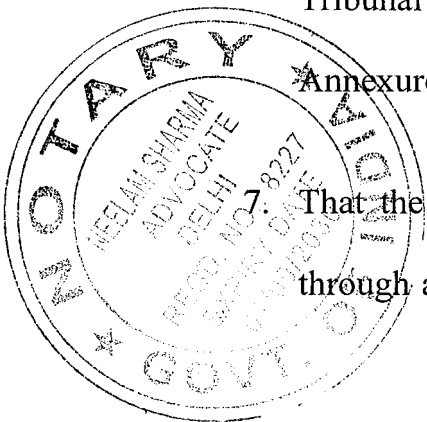
5. That project proponent has obtained prior environment clearance dated 19.09.2011, environment clearance dated 28.04.2023 for extension of validity of EC dated 19.09.2011, environment clearance dated 28.04.2023 for amendment in EC dated 19.09.2011 and environment clearance dated 24.04.2023 for expansion of EC dated 19.09.2011 by deliberately suppressing that there is no exit gate in housing society (Express Zenith). Project proponent has falsely submitting documents stating that there is separate entry and exit gate to housing society. Whereas



Respondent No.9 itself admitted that there is no exit gate in housing society and that as per the sanctioned plan by Respondent No.7 (Noida) housing society is allowed to have only one gate. Respondent No.9 has stated so at Para No. 4 (lx) and 4 (lxi) in written statement dated 20.10.2023 filed by it in Delhi State Consumer Disputes Redressal Commission in CC No.15/2023 Vineet Sinha & Anr. Vs Express Builders and Promoters Pvt. Ltd. & Ors. A copy of written statement dated 20.10.2023 filed by Respondent No.9 in Delhi State Consumer Disputes Redressal Commission in CC No.15/2023 Vineet Sinha & Anr. Vs Express Builders and Promoters Pvt. Ltd. & Ors. is filed herewith and marked as Annexure-3.

6. That Annexure-2 and Annexure-3 are very much relevant to adjudicate the appeals pending adjudication in this Hon'ble Tribunal and therefore Appellant prays that Annexure-2 and Annexure-3 may be referred to as and when required.

7. That the present affidavit is being drafted by me. I have read through and understood the contents of the present affidavit and



the same are true and correct to the best of my personal knowledge and belief.



DEPONENT

VERIFICATION:

I, the abovenamed Deponent, do hereby solemnly affirm and declare that the contents of foregoing affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therefrom. 11 MAY 2026

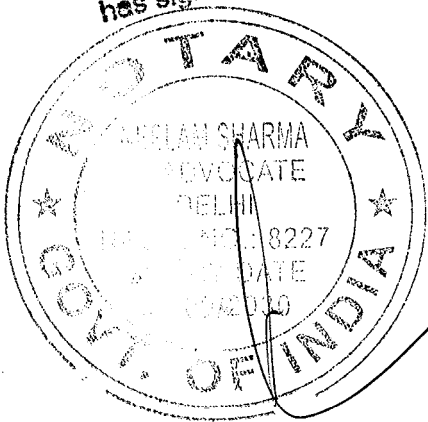
Verified at New Delhi on this 11th day of May, 2026.

Self



DEPONENT

Self
I identified the deponent who has signed in my presence



ATTESTED

Self
NOTARY (Govt. of India)
Anshu Sharma, Advocate
Enrol. No.-D1281/2001
Ch. No. 165A, Gate No. 11
Patil House Courts,
New Delhi-110001
(M): 9899408301

11 MAY 2026

ANNEXURE-1

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO.8421/2022

M/S EXPRESS BUILDERS
AND PROMOTERS PVT. LTD.

Appellant(s)

VERSUS

UNION OF INDIA & ORS.

Respondent(s)

O R D E R

In view of the subsequent developments, the impugned order passed by the National Green Tribunal does not survive for consideration.

We also take note of the fact that the new Environmental Clearance has been obtained by the appellant which has been submitted before the National Green Tribunal.

In such view of the matter, all issues are left open to be decided in the proceedings pending before the Tribunal.

Suffice it is to state that the impugned order will not stand in the way of the respondent(s) in raising all the issues in the pending proceedings.

The appellant is permitted to withdraw the amount of Rs.5,00,00,000/- (Rupees Five Crores Only), along with the accrued interest deposited with the Registry vide order dated 02.12.2022.

The appeal stands disposed of, accordingly.

Pending application(s), if any, shall also stand disposed of.

.....J.
[M.M. SUNDRESH]

.....J.
[SATISH CHANDRA SHARMA]

NEW DELHI;
DECEMBER 02, 2025.

ITEM NO.43

COURT NO.5

SECTION XVII

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Civil Appeal No(s). 8421/2022

M/S EXPRESS BUILDERS AND PROMOTERS PVT. LTD.

Appellant(s)

VERSUS

UNION OF INDIA & ORS.

Respondent(s)

IA No. 172694/2022 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT

IA No. 192652/2023 - EXEMPTION FROM FILING O.T.

IA No. 172696/2022 - EXEMPTION FROM FILING O.T.

IA No. 179553/2022 - PERMISSION TO APPEAR AND ARGUE IN PERSON

IA No. 172494/2023 - PERMISSION TO FILE APPLICATION FOR DIRECTION

IA No. 172695/2022 - STAY APPLICATION

Date : 02-12-2025 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE M.M. SUNDRESH

HON'BLE MR. JUSTICE SATISH CHANDRA SHARMA

For Appellant(s)

Mr. Sajjan Poovayya, Sr. Adv.
Mr. Sanjay K Shandilya, Adv.
Mr. Devashish Chauhan, Adv.
Mr. Abhishek Singh, Adv.
Ms. Molly Agarwal, Adv.
Ms. Madhura Mn, Adv.
Mr. Krishna Sharma, Adv.
Mr. Harshvardhan Sharma, Adv.
Ms. Raksha Agarwal, Adv.
Ms. Charu Ambwani, AOR

For Respondent(s)

Mr. K M Nataraj, A.S.G.
Mr. Gurmeet Singh Makker, AOR
Mr. Shailesh Madiyal, Adv.
Mr. Vinayak Sharma, Adv.
Ms. Gargi Khanna, Adv.
Mr. Sachin Sharma, Adv.
Mr. Anuj Srinivas Udupa, Adv.
Ms. Aarushi Singh, Adv.
Mr. Rohan Gupta, Adv.

Mr. Abhishek Saket, Adv.
Mr. Sudeep Kumar, AOR
Ms. Manisha, Adv.
Ms. Rupali, Adv.
Ms. Nidhi Singh, Adv.

Mr. Vineet Sinha, Adv.

Mr. Avijit Roy, AOR

Mr. Pradeep Misra, AOR
Mr. Daleep Dhyani, Adv.
Mr. Suraj Singh, Adv.

Caveator-in-person, AOR

Mr. Suvigya Awasthy, Adv.
Mr. Sameer Jain, Adv.
Mr. Vivek Joshi, Adv.
Mr. Deepesh Raj, Adv.
Mr. Nishant Pandey, Adv.
Mr. Shubham Kashyap, Adv.
Mr. Shivam Tripathi, Adv.
Mr. Soayib Qureshi, AOR

UPON hearing the counsel the Court made the following
O R D E R

The appeal stands disposed of in terms of the
signed order.

Pending application(s), if any, shall also stand
disposed of.

(ASHA SUNDRIYAL)
DEPUTY REGISTRAR

(POONAM VAID)
ASSISTANT REGISTRAR

[Signed order is placed on the file]

V. P. D.

True copy

M/S EXPRESS BUILDERS (P) LTD.	EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE OF PROPOSED GROUP HOUSING PROJECT "EXPRESS ZENITH" AT PLOT NO. 2A, SECTOR-77, NOIDA, G.B. NAGAR, U.P.	Updated Form 1
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Application for Extension Validity of Environmental Clearance (EC)

FORM 1

(See Paragraph – 6 Notification dtd.14th September 2006)

As amended to EIA Notification, 2006 issued vide S.O. 3067(E) on Dt. - 01.12.2009.

(I) Basic Information

S No.	Item	Details
1.	Name of the project/s	Group Housing Project "Express Zenith" At Plot No. 2A, Sector-77, Noida, G.B. Nagar, U.P.
2.	SL. No. in the schedule	8(a)
3.	Proposed capacity/area/length/tonnage to be handled/command area/lease area/number of wells to be drilled	Total Plot Area: 21700 sqm Builtup Area: 94477.578 sqm Total No. of DU's: 804 Max. No. of Floors: 2B+G+18 No. of Towers: 06
4.	New/Expansion/Modernization	Extension of validity of EC
5.	Existing capacity/area etc.	Same as mentioned in EC letter
6.	Category of the project i.e. 'A' or 'B'	B
7.	Does it attract the general condition? If yes, please specify.	Not Applicable
8.	Does it attract the specific condition? If yes, please specify.	Not Applicable
9.	Location	-
	Plot/Survey/Khasra No.	Plot No. 2A
	Village	Sector 77
	Tehsil	Noida
	District	Gautam Budh Nagar
	State	Uttar Pradesh
10.	Nearest railway station/airport along with distance in kms.	Ghaziabad Railway Station: 9.66 KM/NE Indira Gandhi International Airport New Delhi, 26.75 KM/W Hindon Air Base: 15.05 km/N
11.	Nearest town, city, District Headquarters along with distance in Kms.	Noida
12.	Village Panchayats, Zilla Parishad, Municipal Corporation, Local body (complete postal address with telephone nos. to be given)	New Okhla Industrial Development Authority Administrative Complex, Sector-06, Noida-201301
13.	Name of the applicant	M/s Express Builders (P) Ltd.

M/S EXPRESS BUILDERS (P) LTD.	EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE OF PROPOSED GROUP HOUSING PROJECT "EXPRESS ZENITH" AT PLOT NO. 2A, SECTOR-77, NOIDA, G.B. NAGAR, U.P.	Updated Form 1
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14.	Registered Address	810, Surya Kiran, 19, Kasturba Gandhi Marg, New Delhi 110 001
15.	Address for correspondence:	810, Surya Kiran, 19, Kasturba Gandhi Marg, New Delhi 110 001
	Name	Mr. Pankaj Goel
	Designation (Owner/Partner/CEO)	Director
	Address	810, Surya Kiran, 19, Kasturba Gandhi Marg, New Delhi 110 001
	Pin Code	110001
	E-mail	pankaj@expressbuildersltd.com
	Telephone No.	011-49077357
	Fax No.	-
16.	Details of Alternative Sites examined, if any. Location of these sites should be shown on a topo sheet.	Not applicable.
17.	Interlinked Projects	Not applicable.
18.	Whether separate application of interlinked project has been submitted?	No
19.	If yes, date of submission	Not applicable.
20.	If no, reason.	Not applicable.
21.	Whether the proposal involves approval/ clearance under: if yes, details of the same and their status to be given. (a) The forest (Conservation) Act, 1980? (b) The wildlife (Protection) Act, 1972? (c) The C.R.Z. Notification, 1991?	Not required.
22.	Whether there is any Government Order/Policy relevant/ relating to the site?	No
23.	Forest land involved (hectares).	No
24.	Whether there is any litigation pending against the project and/or land in which the project is proposed to be set up?	Yes.
	(a) Name of the Court	Allahabad High Court
	(b) Case No.	19614 of 2018
	(c) Orders/directions of the Court, if any and its relevance with the proposed project.	Interim Stay on Construction of Tower A

M/S EXPRESS BUILDERS (P) LTD.	EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE OF PROPOSED GROUP HOUSING PROJECT "EXPRESS ZENITH" AT PLOT NO. 2A, SECTOR-77, NOIDA, G.B. NAGAR, U.P.	Updated Form 1
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Activity

1. Construction, operation or decommissioning of the Project involving actions, which will cause physical changes in the locality (topography, land use, changes in water bodies, etc.)

Sl. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities /rates, wherever possible) with source of information data
1.1	Permanent or temporary change in land use, land cover or topography including increase in intensity of land use (with respect to local land use plan)	No	Landuse of the project site as per Noida master plan.
1.2	Clearance of existing land, vegetation and buildings?	No	Clearance of existing land, vegetation and buildings is not required.
1.3	Creation of new land uses?	No	Land use of the project site as per Noida master plan.
1.4	Pre-construction investigations e.g. bore houses, soil testing?	Yes	Soil Investigation has already been done.
1.5	Construction works?	Yes	Since the proposed project is for Group Housing including club, commercial also.
1.6	Demolition works?	No	No, demolition work is not involved in this project.
1.7	Temporary sites used for construction works or housing of construction workers?	Yes	Labour camp has been proposed on the project site.
1.8	Above ground buildings, structures or earthworks including linear structures, cut and fill or excavations	Yes	Above ground building, earth work is involved for construction of basement & foundation of STP.
1.9	Underground works including mining or tunneling?	Yes	Underground work is involve construction of basements.
1.10	Reclamation works?	No	No reclamation work will be required
1.11	Dredging?	No	No dredging is required
1.12	Offshore structures?	No	No offshore structure is required
1.13	Production and manufacturing processes?	No	The proposed project is construction of Group Housing project. Therefore there will be no production or manufacturing allied activities.
1.14	Facilities for storage of goods or materials?	Yes	Separate storage facilities have been provided to store construction materials & oil for DG sets.
1.15	Facilities for treatment or disposal of solid or liquid effluents?	Yes	<p>Construction Phase:</p> <p>Solid Waste:</p> <p>Solid waste includes waste arising out from construction activities, from labour resting units and project office block.</p> <p>Construction wastes are being</p>

M/S EXPRESS BUILDERS (P) LTD.	EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE OF PROPOSED GROUP HOUSING PROJECT "EXPRESS ZENITH" AT PLOT NO. 2A, SECTOR-77, NOIDA, G.B. NAGAR, U.P.	Updated Form 1
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Sl. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities /rates, wherever possible) with source of information data
			<p>recycled as much as possible or utilized within the project. Balance waste is being used for leveling the site.</p> <p>Operation Phase: Solid Waste: Solid waste will be collected and will be taken to a common point for segregation. Biodegradable waste will be composted in organic waste composter. Recyclable waste will be sold to the authorized recyclers. E-wastes will be collected separately and handed over to Uttar Pradesh State Pollution Control Board/ CPCB approved recycler.</p> <p>Liquid Effluent: Liquid waste will be in the form of sewage generating from the toilets. Liquid effluent will be generated amounting to 254 KLD. 128 KLD will be treated in STP of 154 KLD capacity. Remaining 126 KLD waste water will be discharge for treatment in CSTP. Treated water will be used for flushing, landscaping & DG cooling.</p>
1.16	Facilities for long term housing of operational workers?	No	No
1.17	New road, rail or sea traffic during construction or operation?	No	No new road, rail or sea traffic is proposed.
1.18	New road, rail, air waterborne or other transport infrastructure including new or altered routes and stations, ports, airports etc?	No	No new road, rail, air, water borne transport infrastructure is being developed. The project site is well connected with existing city road network.
1.19	Closure or diversion of existing transport routes or infrastructure leading to changes in traffic movements?	No	There is no closure or diversion of existing transport route or infrastructure and no diversion of traffic movement.
1.20	New or diverted transmission lines or pipelines?	No	There is no diversion of transmission line or pipelines due to the project

M/S EXPRESS BUILDERS (P) LTD.	EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE OF PROPOSED GROUP HOUSING PROJECT "EXPRESS ZENITH" AT PLOT NO. 2A, SECTOR-77, NOIDA, G.B. NAGAR, U.P.	Updated Form 1
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Sl. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities /rates, wherever possible) with source of information data
1.21	Impoundment, damming, culverting, realignment or other changes to the hydrology of watercourses or aquifers?	No	There is no impoundment, damming, culverting, realignment, changes in the hydrology of water course or aquifer due to construction or operation of the project
1.22	Stream crossings?	No	There is no surface water within or at the vicinity of the project site. Therefore there will be no stream crossing.
1.23	Abstraction or transfers of water form ground or surface waters?	No	During operation phase water is being sourced from the NOIDA water supply network
1.24	Changes in water bodies or the land surface affecting drainage or run-off?	Yes	There will be no change in the water bodies.
1.25	Transport of personnel or materials for construction, operation or decommissioning?	Yes	Transport of materials for construction: Yes, construction materials is being transported from the nearest market through trucks
1.26	Long-term dismantling or decommissioning or restoration works?	No	There is no dismantling or decommissioning or restoration works involved in the project
1.27	Ongoing activity during decommissioning which could have an impact on the environment?	No	There is no decommissioning activity
1.28	Influx of people to an area in either temporarily or permanently?	Yes	Construction phase: Labour camp has been proposed on the project site. Mostly local labours from nearby area has been hired..
1.29	Introduction of alien species?	No	No introduction of alien species in envisaged
1.30	Loss of native species or genetic diversity?	No	There will be no loss of native species or genetic diversity due to the project as the project site is a vacant land and within a developed and urbanized area.
1.31	Any other actions?	No	None

2. Use of Natural resources for construction or operation of the Project (such as land, water, materials or energy, especially any resources which are non-renewable or in short supply):

S.No.	Information/checklist confirmation	Yes/ No	Details thereof (with approximate quantities /rates, wherever possible) with source of information data
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M/S EXPRESS BUILDERS (P) LTD.	EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE OF PROPOSED GROUP HOUSING PROJECT "EXPRESS ZENITH" AT PLOT NO. 2A, SECTOR-77, NOIDA, G.B. NAGAR, U.P.	Updated Form 1
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S.No.	Information/checklist confirmation	Yes/ No	Details thereof (with approximate quantities /rates, wherever possible) with source of information data
2.1	Land especially undeveloped or agricultural land (ha)	No	Designated land is for residential development.
2.2	Water (expected source & competing users) unit: KLD	Yes	Total water requirement for the project is 320 KLD. Out of this, 207 KLD water will be in the form of fresh water and will be procured from the Noida water supply system. Balance water of 113 KLD water requirement will be met from recycling of the treated waste water from the STP.
2.3	Minerals (MT)	No	Not applicable
2.4	Construction material – stone, aggregates, sand / soil (expected source)	Yes	<p>Construction Materials includes:</p> <ul style="list-style-type: none"> • Sand • Cement • Coarse Aggregate • Glass • Fly Ash • Ready Mix Concrete etc. <p>All these materials is being procured from local market and are readily available.</p>
2.5	Forests and timber (source – MT)	Yes	
2.6	Energy including electricity and fuels (source, competing users) Unit: fuel (MT), energy (MW)	Yes	<p>Maximum demand load for the project is estimated to be 2440 KW. The electricity will be obtained from UPPCL.</p> <p>In case of power failure, power backup will be provided in the form of 1500 KVA (500 X 03) DG sets.</p>
2.7	Any other natural resources (use appropriate standard units)	Yes	Solar energy is being used for street lighting and solar water heater.

M/S EXPRESS BUILDERS (P) LTD.	EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE OF PROPOSED GROUP HOUSING PROJECT "EXPRESS ZENITH" AT PLOT NO. 2A, SECTOR-77, NOIDA, G.B. NAGAR, U.P.	Updated Form 1
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3. Use, storage, transport, handling or production of substances or materials, which could be harmful to human health or the environment or raise concerns about actual or perceived risks to human health.

S.No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
3.1	Use of substances or materials, which are hazardous (as per MSIHC rules) to human health or the environment (flora, fauna, and water supplies)	No	This is a group housing project and no storage of hazardous chemicals will be done.
3.2	Changes in occurrence of disease or affect disease vectors (e.g. insect or water borne diseases)	No	Suitable drainage and waste management measures is being adopted during construction as well as will be used during operational phase which will restrict stagnation of water or accumulation of waste. This will effectively restrict the reproduction and growth of disease vectors.
3.3	Affect the welfare of people e.g. by changing living conditions?	Yes	Job opportunity during the construction phase as well as operational phase.
3.4	Vulnerable groups of people who could be affected by the project e.g. hospital patients, children, the elderly etc.,	No	-
3.5	Any other causes	None	-

4. Production of solid wastes during construction or operation or decommissioning (MT/month)

S.No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
4.1	Spoil, overburden or mine wastes	No	No such spoil, overburden or mine wastes is being generated
4.2	Municipal wastes (domestic and or commercial wastes)	Yes	Wastes includes paper, card board, plastic cans etc. and kitchen wastes from households. Papers card boards and plastic cans will be sold for recycling and kitchen wastes will be disposed in the organic waste

M/S EXPRESS BUILDERS (P) LTD.	EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE OF PROPOSED GROUP HOUSING PROJECT "EXPRESS ZENITH" AT PLOT NO. 2A, SECTOR-77, NOIDA, G.B. NAGAR, U.P.	Updated Form 1
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S.No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
			composter which will be installed on project site. Expected quantity of waste likely to be generated from the entire complex will be 1.76 TPD.
4.3	Hazardous wastes (as per Hazardous Waste Management Rules)	Yes	Spent Oil from DG sets is the only hazardous waste generated from the site. This spent oil will be carefully stored in HDPE drums in isolated covered facility during operation phase. This spent oil will be sold to vendors authorized by Uttar Pradesh Pollution Control Board for the treatment of same. Suitable care will be taken so that spills/ leaks of spent oil from storage could be avoided.
4.4	Other industrial process wastes	No	Not applicable
4.5	Surplus product	No	Not applicable
4.6	Sewage sludge or other sludge from effluent treatment	No	Sewerage sludge will be used a manure for landscaping.
4.7	Construction or demolition wastes	Yes	Total construction waste generated is as following: (source: as per CPHEEO manual of Municipal Solid Waste Management and TIFAC Report Abstract on Construction Industry) This type of waste will be generated only in the construction phase.
4.8	Redundant machinery or equipment	No	No redundant machinery or equipment will be involved
4.9	Contaminated soils or other materials	No	No soil contamination is expected
4.10	Agricultural wastes	No	No agricultural waste expected
4.11	Other solid wastes	No	No

5. Release of pollutants or any hazardous, toxic or noxious substances to air (Kg/hr)

S.No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
5.1	Emissions from combustion of fossil fuels from stationary or mobile sources	Yes	Emission will be from 03 x 500 kVA, DG sets to meet power requirement as power backup.

M/S EXPRESS BUILDERS (P) LTD.	EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE OF PROPOSED GROUP HOUSING PROJECT "EXPRESS ZENITH" AT PLOT NO. 2A, SECTOR-77, NOIDA, G.B. NAGAR, U.P.	Updated Form 1
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S.No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
5.2	Emissions from production processes	No	Not applicable
5.3	Emissions from materials handling including storage or transport	Yes	Restricted to the construction phase of the project and also limited to the project site only
5.4	Emissions from construction activities including plant and equipment	Yes	Restricted to the construction phase of the project and also limited to the project site only
5.5	Dust or odours from handling of materials including construction materials, sewage and waste	Yes	Dust is likely to be generated during construction, this will be water sprinkled and tarpaulin cover will provided over stored raw material to reduce dust emission.
5.6	Emissions from incineration of waste	No	No incineration is proposed within the project site
5.7	Emissions from burning of waste in open air (e.g. slash materials, construction debris)	No	Burning of any substances including biomass, slash materials and/ or construction debris will be prohibited
5.8	Emissions from any other sources	No	No other source

6. Generation of Noise and Vibration, and Emissions of Light and Heat:

S.No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
6.1	From operation of equipment e.g. engines, ventilation plant, crushers	Yes	<p>During construction the machinery used for construction will be of highest standard of reputed make and will adhere to national/international standard. These standards itself take care of noise pollution control/ vibration control and air emission control. Hence insignificant impacts due to construction machinery are envisaged.</p> <p>Apart for this the construction activities is restricted to day time only.</p> <p>Source of noise in the operational phase will be DG sets only. The DG sets will be in operation during power failure only and will generate noise level of 75 dB (A) each.</p> <p>The DG sets so procured for this purpose shall adhere CPCB standard and it will also be ensured the DG set</p>

M/S EXPRESS BUILDERS (P) LTD.	EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE OF PROPOSED GROUP HOUSING PROJECT "EXPRESS ZENITH" AT PLOT NO. 2A, SECTOR-77, NOIDA, G.B. NAGAR, U.P.	Updated Form 1
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S.No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
			in operation shall be confined into proper enclosure.
6.2	From industrial or similar processes	No	Not applicable
6.3	From construction or demolition	Yes	<p>Due to the various construction activities, there are short-term noise impacts in the immediate vicinity of the project site. The construction activities includes the following noise generating activities:</p> <ul style="list-style-type: none"> ▪ Operation of DG sets, concreting and mixing ▪ Excavation activities ▪ Construction plant and heavy vehicle movement. <p>It has been estimated that during construction period the average noise level will be around 75-80 dB(A) during peak construction hours.</p>
6.4	From blasting or piling	No	No blasting or piling activities are being taken place.
6.5	From construction or operational traffic	Yes	Vehicles like, earth movers, JCB, compactors, trucks etc will generate noise due to their movement and operation.
6.6	From lighting or cooling systems	Yes	Water cooled structure will be located at the basements
6.7	From any other sources	No	Not applicable

7. Risks of contamination of land or water from releases of pollutants into the ground or into sewers, surface waters, groundwater, coastal waters or the sea:

S.No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
7.1	From handling, storage, use or spillage of hazardous materials	No	No hazardous waste material will be used during construction process. The operation phase spent oil will be generated and will be handled with utmost care, it will be stored in HDPE drums stationed over paved platforms and will be directly transferred to vendors authorized to handle such hazardous material.

M/S EXPRESS BUILDERS (P) LTD.	EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE OF PROPOSED GROUP HOUSING PROJECT "EXPRESS ZENITH" AT PLOT NO. 2A, SECTOR-77, NOIDA, G.B. NAGAR, U.P.	Updated Form 1
-------------------------------	--	----------------

S.No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
7.2	From discharge of sewage or other effluents to water or the land (expected mode and place of discharge)	Yes	Generated Sewage from the project site will be treated in an in house STP of 154 KLD capacity and will be used for flushing, landscaping, DG cooling.
7.3	By deposition of pollutants emitted to air into the land or into water	No	No pollutants are expected to get emitted from this project to such an extent that there is likely impact of deposition of pollutants into land or water body in the down wind direction.
7.4	From any other sources	No	Not applicable
7.5	Is there a risk of long term build up of pollutants in the environment from these sources?	No	No. There are no risk of long term build up of pollutants in the environment from any of such source as in this type of project

8. Risk of accidents during construction or operation of the Project, which could affect human health or the environment

S.No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
8.1	From explosions, spillages, fires etc from storage, handling, use or production of hazardous substances	No	There may be a probability of fire due to HSD from the transformer area. However, proper fire fighting mechanism would be installed to contain and prevent fires.
8.2	From any other causes	No	Not applicable
8.3	Could the project be affected by natural disasters causing environmental damage (e.g. floods, earthquakes, landslides, cloudburst etc)?	Yes	The project area is located at seismic zone IV according to Indian Standard Seismic Zoning Map. Suitable seismic coefficients in horizontal and vertical directions respectively, have to be adopted while designing the structures. There are no chances of flood and landslide in the area.

9. Factors which should be considered (such as consequential development) which could lead to environmental effects or the potential for cumulative impacts with other existing or planned activities in the locality

S. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
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M/S EXPRESS BUILDERS (P) LTD.	EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE OF PROPOSED GROUP HOUSING PROJECT "EXPRESS ZENITH" AT PLOT NO. 2A, SECTOR-77, NOIDA, G.B. NAGAR, U.P.	Updated Form 1
-------------------------------	--	----------------

S. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
9.1	<p>Lead to development of supporting facilities, ancillary development or development stimulated by the project, which could have impact on the environment e.g.:</p> <ul style="list-style-type: none"> ➤ Supporting infrastructure (roads, power supply, waste or waste water treatment, etc.) ➤ housing development ➤ extractive industries ➤ supply industries ➤ other 	<p>Yes</p> <p>Yes</p> <p>No</p> <p>No</p> <p>No</p>	<p>Appropriate infrastructure like, internal roads, power supply and waste management will be developed within the site so that chances of occurrence of any adverse impacts are minimized.</p> <p>During construction, skilled, unskilled and professional work force including temporary and permanent employees shall be required. This workforce shall be hired locally in order to generate the employment to the local people. Moreover, some more employment will be created as a result of positive induced developed in the immediate vicinity of project site.</p> <p>The project will expose international standard of working and ambient working environment to the community. The residential society will be equipped with dedicated internal road, adequate parking, internal water distribution system, fire fighting system, internal sewage collection network, rain water harvesting, lighting facilities and power backup facility.</p> <p>Not applicable</p> <p>Not applicable</p> <p>Not applicable</p>
9.2	Lead to after-use of the site, which could have an impact on the environment	No	The project will not lead to after-use of the site
9.3	Set a precedent for later developments	No	-
9.4	Have cumulative effects due to proximity to other existing or planned projects with similar effects	No	The site lies in a well-developed urbanized stretch.

(III) Environmental Sensitivity

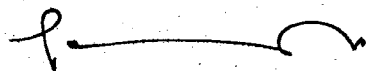
S.No.	Areas	Name/ Identity	Aerial distance (within 15 km.) Proposed project location boundary
1	Areas protected under international conventions, national or local legislation for their ecological, landscape, cultural or other related value	Yes	Okhla Bird Sanctuary : 7.22 KM, West.
2	Areas which are important or sensitive for ecological reasons - Wetlands, watercourses or other water bodies, coastal zone, biospheres, mountains, forests.	Yes	Hindon River : 2.33 KM East Yamuna River : 7.22 KM SW
3	Areas used by protected, important or sensitive species of flora or fauna for breeding, nesting, foraging, resting, overwintering, migration	Yes	Okhla Bird Sanctuary : 7.22 KM, West
4	Inland, coastal, marine or underground waters	No	No inland, coastal, marine course is located
5	State, National boundaries	Yes	Delhi-UP State border : 8.21 KM SW
6	Routes or facilities used by the public for access to recreation or other tourist, pilgrim areas	No	None
7	Defence installations	No	None
8	Densely populated or built-up area	Yes	The project site is proposed at plot no. 2A, Sector 77, Noida, Uttar Pradesh, which is surrounded by moderately populated built up area
9	Areas occupied by sensitive man-made land uses (<i>hospitals, schools, places of worship, community facilities</i>)	Yes	Area round the project site has been developed as per master plan with all equipped facilities.
10	Areas containing important, high quality or scarce resources (<i>ground water resources, surface resources, forestry, agriculture, fisheries, tourism, minerals</i>)	No	None
11	Areas already subjected to pollution or environmental damage. (<i>those where existing legal environmental standards are exceeded</i>)	No	The area is not subjected to pollution or environmental damage.
12	Areas susceptible to natural hazard which could cause the project to present environmental problems (<i>earthquakes,</i>	Yes	The area under study falls in Zone-IV, according to the Indian Standard Seismic Zoning Map. Suitable seismic coefficients in horizontal

M/S EXPRESS BUILDERS (P) LTD.	EXTENSION OF VALIDITY OF ENVIRONMENTAL CLEARANCE OF PROPOSED GROUP HOUSING PROJECT "EXPRESS ZENITH" AT PLOT NO. 2A, SECTOR-77, NOIDA, G.B. NAGAR, U.P.	Updated Form 1
-------------------------------	--	----------------

S.No.	Areas	Name/Identity	Aerial distance (within 15 km.) Proposed project location boundary
	<i>subsidence, landslides, erosion, flooding or extreme or adverse climatic conditions)</i>		and vertical directions respectively, have to be adopted while designing the structures. There are no possibilities of the proposed project site getting flooded as per records available.

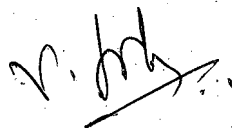
"I hereby undertake that the data and information given in the application and enclosures are true to the best of my knowledge and belief and I am aware that if any part of the data and information submitted is found to be false or misleading at any stage, the project will be rejected and clearance give, if any to the project will be revoked at our risk and cost."

Date: 28-08-2018
Place: New Delhi



Signature of the Proponent with
Name and Full Address

PANKAJ GOEL
DIRECTOR
EXPRESS BUILDERS & PROMOTERS
PVT. LTD.
810, Surya Kiran,
19, K.G. Marg,
New Delhi 110001



TRUE COPY

ANNEXURE-3**IN THE STATE CONSUMER DISPUTES REDRESSAL
COMMISSION, NEW DELHI****CONSUMER COMPLAINT NO. 15 OF 2023****IN THE MATTER OF:**

VINEET SINHA & ANR.

...COMPLAINANTS

VERSUS

EXPRESS BUILDERS AND PROMOTERS PRIVATE LIMITED &
ORS.

...OPPOSITE PARTIES

WRITTEN STATEMENTS ON BEHALF OF THE OPPOSITE**PARTY NO. 1****MOST RESPECTFULLY SHOWETH:**

1. That the above captioned Complaint filed by the Complainants is absolutely false, frivolous, malicious, capricious and erroneous, both in law and in facts and hence, is liable to be dismissed.
2. That the Opposite Party no. 1 herein seek to state that except what are the matter of the record and what is specifically stated hereinafter, all the averments made by the Complainant by way of the Complaint are denied for being totally false, wrong, concocted, frivolous, having no substance and for suffering with misinterpretation of statutes and the precedents laid down by this Hon'ble Commission, Hon'ble High Court and the Hon'ble Supreme Court of India.

3. That before venturing into the realm of para wise reply to the Complaint, the Opposite Party No. 1 (OP-1) seeks the leave to present preliminary objections followed by preliminary submissions with respect to the present matter.

PRELIMINARY OBJECTIONS

1. That the Complaint is not maintainable under the Consumer Protection Act as the complainants have admitted to have received the possession of the impugned flat within one month and to have got the sub-lease of the impugned flat registered in their name within reasonable time. Admittedly, the main grievance of the complainants is against the OP-2 and OP-4 who do not fall within the definition of Service Providers under Consumer Protection Act, 2019.
2. That the present complaint has not been filed in the correct Forum as per the territorial jurisdiction because the impugned flat is situated in Noida, the opposite Part 1 to Opposite Party 4 have their main offices in Noida and both the complainants are also residents of Noida hence, the correct State Commission for Redressal of any consumer dispute with respect to impugned flat can only be State Commission situated at Lucknow and not the present Hon'ble Commission.
3. That the present complaint is not maintainable as it is barred by limitation. The agreement for sale of the impugned flat was entered

on 08.09.2020 whereas the Complaint has been filed on 27.01.2023 beyond a period of two years since the alleged cause of action arose.

4. That the present petition is not maintainable as the same is barred by the provision of *Res Judicata* as well as *constructive Res Judicata*. The issues raised herein were also raised and decided in a number of litigations initiated by the Complainants against the Opposite Parties.

PRILIMINARY SUBMISSIONS

1. It is submitted that OP-1 is a law abiding entity engaged in the business of Real Estate and construction with its registered office at 810, Surya Kiran, 19 KG Marg, New Delhi 110001.
2. It is further submitted that the Complainants have no genuine grievances against OP-1. Despite the facts that complainants agreed to the term that the possession of the impugned flat could be handed over within 48 months from the date of allotment which was 08.09.2020 yet, the possession was, admittedly, handed over to the Complainants on 28.09.2020 much before the deadline of 08.09.2024.
3. It is submitted that notice of the present complaint could be received by OP-1 only on 11.09.2023 when proxy counsel for OP-1 attended the hearing. Though the hearing was scheduled on 08.09.2023 but due to G-20 Summit the same was held on 11.09.2023. The hard copy of the notice with copy of the complaint was never received by OP-1.

Hence, the OP-1 could never receive the original notice sent by this Hon'ble commission.

4. It is also submitted that any electronic copy of the notice alongwith a copy of the complaint as filed was never received by OP-1 in any of its email IDs. Due to her ill health the counsel could not file Vakalatnama prior to 11.10.2023. It was only after the Counsel for OP-1 filed her vakalatnama on 11.10.2023 and inspected the records she could get access to the complaint as filed. Thereafter, this reply could be filed.

PARA WISE REPLY

1. That the contents of Para 1 of the Complaint are bare averments of the Complainants which must be subjected to strict proof. It is denied that the complainants are law abiding citizens.

It is submitted that the complainants have initiated frivolous litigations on false and fabricated grounds against Opposite Party no. 1 (hereinafter mentioned as OP – 1 or O. P. No. 1) in various Forums so as to extort heavy sums in lieu of withdrawal of the litigations thus initiated, which is not only against the law of torts but is also an offence under criminal law. Hence the averment by complainants that they are law abiding citizens is absolutely baseless. A copy of the list of all such frivolous litigations alongwith their current status is annexed herewith as **ANNEXURE R-1**.

2. That Para 2 of the Complaint is denied. It is denied that the present case is a fit case of unfair trade practice adopted by the Opposite Parties to the detriment of Complainants. It is also denied that the Opposite Party No. 1 is deficient in service on its part. It is denied that the opposite party has put the Complainants at irreparable loss. It is denied that the opposite party has caused any harassment, mental pain or mental agony to the Complainants. It is denied that the answering Opposite Party, has acted in any kind of collusion. It is denied that answering opposite party has acted with any malafide intention. It is denied that the answering opposite party had any intention to put the Complainants at unlawful loss or to earn illegally and/or unlawfully. It is denied that the answering opposite party is misusing its position. It is further denied that the opposite party No. 1 has ever acted to the detriment of the Complainants. It is further denied that the Opposite Parties have failed to discharge their legal and contractual duties. It is denied that the Complainants have ever been harassed by the Opposite Parties. It is also denied that the answering opposite party ever committed any illegal, unlawful, arbitrary acts or misdeeds. It is denied that the Complainants have suffered any irreparable loss or have lost their mental peace or reputation due to answering opposite party. It is denied that the complainants have ever suffered physical fatigue or were under any mental trauma because of answering

opposite party during Covid-19 lockdown or during any other time. It is denied that the complainants are in any way suffering due to answering opposite party. It is denied that the answering opposite party has committed any unlawful, arbitrary or illegal acts. It is denied that the Complainants were/ are under any failure on their part. It is denied that the answering opposite party has ever committed any illegal/ unlawful/ arbitrary acts/ misdeeds/ unfair trade practice or deficient services. It is denied that the answering opposite party ever acted in collusion with anyone. It is denied that the Complainants were refused any rights to reside peacefully. It is denied that the answering opposite party is being controlled by any other Opposite Party. It is denied that the Opposite Party No. 1 has committed any unlawful or illegal activity. It is denied that OP No. 1 has caused unjust enrichment to any of the opposite parties.

It is submitted that the complainants had purchased apartment No. FG001 Express Zenith in August 2020 when the lockdown period of COVID-19 was already over.

3. That the contents of Para 3 of the complaint are denied. It is denied that the Complainants are victims in any manner. It is denied that there is any collusion amongst the OPs. It is further denied that there is any illegality committed by OP – 1. It is also denied that the Complainants are being victimized. It is denied that the Complainants

are made to suffer for no fault on their part. It is again denied that the Complainants are still being victimized. It is denied that the complainants are suffering on account of the any unfair trade practice and deficient service on the part of the OPs.

It is submitted that the complainant had purchased the apartment in August 2020. It is also submitted that the OP-1 had obtained the completion certificate in the year 2015 and the complainant was well aware of this fact.

4. That the specific denial of sub paras of para 4 of the Complaint is given herein below, as through the said para the complainants have either averred false statements as facts or have mis-represented the facts of the case:

- (i) That the contents of sub para (i) of para 4 of the present complaint are denied, except what is matter of record. It is denied that the Complainants were approached by OP No. 1. It is denied that OP-1 offered various apartments in the housing project namely "Express Zenith at Plot No. GH-02/A, Sector- 77, Noida, District Gautam Budh Nagar, Uttar Pradesh" (hereinafter referred as "Housing Project") to the Complainant.

It is submitted that the Complainants had purchased Flat no. F-0001, through a broker. That complainants approached OP-1 through a broker and booked the flat in August, 2020.

(ii) That the contents of sub para (ii) of para 4 of the present complaint are denied except what is matter of record. It is denied that the representative of OP No. 1 had arranged any meeting of the Complainants with its directors. It is denied that the complainant ever met any of the directors. It is denied that any official of OP-1 presented any false/ exaggerated picture regarding the housing project. It is denied that any false averments were ever made by OP-1 regarding the legal/ formal clearances to the housing project or regarding possession or execution of the sub lease deed. and further represented that the flats in the housing project are ready for execution of sale deed (Sub-Lease Deed in present case executed between the OP No. 1, 2 and the Complainants)

It is submitted that the Complainant had never met with any of the Directors of the company. It is further submitted that occupancy certificate was received by OP-1 on 03.11.2015. The Fire NOC was awarded to OP-1 on 07.07.2011, the FIRE NOC Renewal was taken in the year 2018 and the Fire NOC has got again renewed 07.06.2023. It is also submitted that the Flat was absolutely ready for possession when the complainants approached OP-1 for purchasing the apartment. However, the

complainants made complete payment on 28.09.2020 and on the same date possession was handed over to them.

- (iii) That the contents of sub para (iii) of para 4 of the present complaint are denied, except the facts which are matter of record. It is denied that the OP-1 ever gave any oral assurances or promises to Complainants. It is denied that any act of the complainants was governed by any representations made by the OP-1. Sans the averments regarding representations, rest of the contents of para 3 warrant no reply.

It is submitted that the complainants had themselves made all the enquiries and only after getting sure about all the legal compliances, NOCs, other certificates of the Housing Project and about the availability of financing facility, the complainants had entered into agreement to sell with the OP -1 on 08.09.2020. It is denied that the OP-1 had ever given any false assurances or representations to the Complainants.

It is submitted that the contents mentioned in Para (iii) of Para 4 of the present complaint need no reply.

- (iv) It is submitted that the contents mentioned in subpara (iv) of Para 4 of the present complaint need no reply.
- (v) That the contents of sub para (v) of para 4 are denied except the facts which are the matter of record. Sans the averments

regarding representations made by the Complainants, rest of the contents of the impugned sub para warrant no reply. It is clarified that the complainants had made every possible enquiry regarding the Housing Project from the OP No. 1 and they were given only true answers alongwith copies of all requisite documents. Thereafter, the complainants themselves deduced all the inferences on their own and misstated them in the impugned sub para.

(vi) That the contents mentioned in sub Para (vi) of Para 4 of the present complaint need no reply.

(vii) That the contents mentioned in subpara (vii) of Para 4 need no reply except the averments of representation or misrepresentation which are totally false and fabricated. The allegations of representation or misrepresentations made therein are accordingly denied.

(viii) That the contents of sub para (viii) of para 4 of the present complaint are denied. It is denied that OP -1 represented anything to the Complainants with respect to the loan facility. It is submitted that the Complainants had opted for finance facility on their own, the OP-1 had no role in their process of soliciting the loan facility. It is denied that OP-1 represented that they have the arrangement for housing loan from OP-3 (HDFC Limited). It

is denied that OP -1 represented that one of the representatives is sitting at the project site for ease of the flat buyers and to arrange for finance facility. It is also denied that the OP No. 1 collected a set of income tax returns and bank statements of one year from the Complainants for onwards submissions to OP-3. It is further denied that the OP-1 represented that since OP-3 has already conducted a due diligence and has a lien over the housing project, therefore, there would not be requirement to submit the title documents pertaining to housing project again to OP-3. It is denied that OP-1 ever represented to the complainants that since OP-1 has arrangement, the Complainants would not be required to visit bank branch.

It is submitted that the above statement made by the Complainant in Para (viii) of Para 4 of the Complaint is completely false, because no documents were collected by the company from the complainant for his loan arrangements. Further, the complainant had obtained the legal title documents. The complainant has submitted the title documents with the other cases also, which he has filed in other courts. The complainant is a lawyer and is well versed with the legal documents.

(ix) That all the contents of sub para (ix) of para 4 of the present complaint are denied. It is denied that the flat was purchased

believing the assurance made by OP-1 that title documents i.e. tripartite sub lease deed in favour of Complainants will be immediately executed and it is denied that therefore booking amount of Rs. 1,00,000/- (Rupees one lakh only) was paid on 15.08.2020 by the Complainants with Application for Allotment. It is denied that Application for allotment categorically stated the price for car parking slot at Rs. 1,50,000/- (Rupees One Lac Fifty Thousand Only). It is denied that OP No. 1 charged money for car parking space. It is denied that OP No. 1 collected price for car parking space. It is denied that OP No. 1 refused to allot car parking space. It is denied that O.P No.1 committed any act amounting to unfair trade practice.

It is submitted that the car parking was allotted to the Complainants alongwith the Flat free of cost. It is completely wrong to state that amount for car parking charges has been collected from the complainants. However, the complainants tried their best to force the officials of OP 1 so as to procure two car parking slots, when the complainants were told that it was not possible, they started threatening the staff of OP - 1 that the company would face dire consequences of frivolous litigations on various fabricated grounds, unfair trade practice being one of those. At the cost of repetition it is again submitted that the car

parking has been given free of cost, which is evident from the Free of cost letter dated 08.09.2020. A copy whereof is annexed with the complaint as **ANNEXURE C-12**.

- (x) That the contents of sub para(x) of para 4 warrant no reply from the OP – 1.
- (xi) That the contents mentioned in Para (xi) of Para 4 of the present complaint need no reply.
- (xii) That the contents of sub para (xii) Para 4 are denied except what is the matter of record. It is denied that the OP-1 had informed the Complainants that loan has been sanctioned. That rest of the contents of the impugned para are a matter of record, hence warrant no reply.
- (xiii) That the contents of Para (xiii) of Para 4 of the present complaint are denied. It is denied that the letter dated 08.09.2020 was issued with any ulterior motive. It is denied that the OP-1 ever stated before the Complainant that the sub lease deed can be executed on the same day of handing over the possession without payment of stamp fees and registration fees only because the OP – 1 has paid one time Lease rent to OP - 2. It is denied that the said letter was issued fraudulently as the lease rent was not paid by the OP-1 and the OP-2 has not permitted the OP-1 to execute a sub-lease deed in favour of Complainants.

It is submitted that One Time Lease Rent has been paid by the OP -1 to Noida Authority. It is further submitted that the registration of sub lease deed can not take place without payment of stamp duty and registration fee. It is also submitted that letter dated 08.09.2020 stated that the lease rent shall be paid by the OP - 1 and no additional amount will be paid by the customers towards the lease rent. Nonetheless it is an undisputed fact that the stamp duty and registration fees is paid by the purchaser only to the Registrar, without which the execution and registration of sub lease deed is not possible. The complainant No. 1 being an advocate can't be presumed to be unaware of this general rule, yet, the complainants were duly intimated about the same.

(xiv) That the contents of sub para (xiv) of Para 4 are denied. It is denied that through letter dated 08.09.2020 OP-1 sought any permission from OP-3 to sell the Flat No. F-001. It is denied that letter dated 08.09.2020 was qua release of any kind of mortgage. It is submitted that the letter dated 08.09.2020 was in the nature of permission to OP-3 for giving loan to the complainants in lieu of Complainants mortgaging the above said flat to the Bank. The letter was merely in the nature of no objection which was given at the request of the Complainants so that they could take a loan

from OP-3 as they did not have capacity to pay the total consideration amount of the Flat No. F-001.

- (xv) That the contents of sub Para (xv) of Para 4 of the present complaint are denied for being false, frivolous, capricious and misleading. It is denied that the Complainants, OP-1 and OP-3 signed any such tri-partite Agreement dated 08.09.2020, wherein the OP-1 categorically undertook to execute and register a tri partite sub lease deed in favour of the Complainants before handing over possession of the flat and OP-3 consented for release of money upon execution of tri partite sub-lease deed. It is also denied that the parties further agreed that the original sub lease deed will be retained by OP-3 as collateral security. It is denied that the tri partite agreement dated 08.09.2020 mentions anything about any tri partite sub lease deed. It is denied that the said tri partite agreement required OP-1 to execute the sub lease deed on the day of handing over the possession. It is denied that OP-1 has failed to adhere to any terms or conditions of the tri partite agreement dated 08.09.2020 OP-1.

It is submitted that on earnest request of the complainant OP-1 executed a tripartite agreement dated 08.09.2020 to enable the complainant to obtain the financial assistance from the HDFC Ltd. in the said agreement it is provided that the possession shall

be handed over to the Complainants after execution of sale deed (which should be sub lease in the present case). However, through the agreement of allotment dated 08.09.2020, Clause 9, the complainants had agreed to receive the possession within 48 months since the date of signing of the allotment agreement i.e. 08.09.2024. Hence, there was no obligation on the OP-1 to handover the possession on any date prior to 08.09.2024 and thus no condition obligated the OP-1 to execute the sub lease deed at any day prior to 08.09.2024. Yet, the possession was handed over on a much prior date 28.09.2020 keeping under consideration the peace, comfort and convenience of the complainant. Despite the fact that the tripartite loan agreement had been signed on 08.09.2020 itself, the Complainants delayed in signing the loan documents for release of loan amount to the builder so as to cause unjustified harassment and inconvenience to the OP-1. It is further submitted that the said tri partite agreement was majorly a loan agreement between the bank and the borrower (Complainants in the present case) and only to ensure no default on part of the complainants, the OP-3 accepted the request of the Complainants for execution of the tri partite agreement dated 08.09.2020. It is further submitted that the complainant is trying to abuse the magnanimity shown by OP-1

rather than being grateful towards him for expediting his case. It is also submitted that the complainants had requested OP-1 to handover the possession before execution and registration of sub lease deed as they did not have funds to pay the stamp duty and registration fee. Further to convince OP-1 for this request, the complainants gave an affidavit dated 28.09.2020, stating that they did not have money to pay the stamp duty for the registration of sub lease deed. It is also submitted that now in the complaint, the Complainants have averred that they had enough money to pay for stamp duty and registration fee and thus essentially the complainants have not only given a false affidavit under oath but have also cheated the OP-1.

(xvi) That the contents of sub Para (xvi) of Para 4 of the present complaint are denied. It is denied that the representation and promises made by the OP No. 1 were false. It is further denied that the OP No. 1 had acted in collusion with any person or party. It is denied that OP-1 has deprived the Complainants of their rights to property. It is also denied the OP-1 and OP-3 forced the Complainants to pay their part of sale consideration amount to it before signing loan documents. It is denied that OP-1 got the housing loan amount released from OP-3 before the execution of sale deed, which the OP-3 released unilaterally, in

gross violation of RBI Regulations and terms of the loan. It is denied that the OP No. 1 denied the Complainants' right to property and did not execute a sub-lease deed in favour of the Complainants. It is denied that because of collusion between the OP-1 and OP-3, OP-3 directly transferred the loan amount to OP-1 much before the date of execution of tri partite sub lease deed in favour of the Complainants.

It is submitted that the complainants forced OP-1 to handover the possession before execution of the sub lease deed and must have convinced the OP-3 to release the loan amount in favour of OP-1 by so as to obtain possession of the flat expeditiously. It is submitted that the sub lease deed could not be executed as the complainant requested the OP-1 to execute the sub lease deed at a later date because the complainants did not have money to pay the stamp duty as affirmed by the complainants vide affidavit dated 28.09.2020. However, the possession was handed over to the complainant on 28.09.2020 after making final payment. It is further submitted that the complainant has confirmed that the possession was handed over to him vide email dated 14.12.2020. It is also submitted that the transaction between the borrower and the housing loan agency (HDFC Ltd) is strictly between them.

(xvii) That the contents of sub para (xvii) of Para 4 of the complaint are denied. It is denied that OP No. 1 has acted in violation of any lease deed dated 01.09.2010. It is also denied that OP-1 has acted contrary to any law and regulations. It is denied that there is any law which mandates that the possession of flat can only be handed over upon execution of a sale deed or a tri partite sub lease deed. It is denied that the OP No. 1 acted in gross violation of terms of Lease Deed dated 01.09.2010 or of provisions of U.P. Apartments Ownership Act. It is denied that the OP-1 did not execute a tri partite sub lease deed in favour of the Complainants. It is denied that OP-1 has committed any illegal activity. It is denied that OP-2, being a Lessor, have the power to stop OP No. 1 from entering into a lawful contract with respect to sub-lease of the any flat built by OP-1 in the property leased out to OP-1 by OP-2. It is denied that the complainants had ever made any genuine, true or authentic complaints to OP-2 regarding any genuine, true or authentic grievances against OP-1. It is denied that the OP-2 has failed to take any step qua OP-1 which was legally permitted and legally requisite. It is denied that any action was required to be taken by any party against the OP-1 under any law. It is denied that there is any collusion between OP-1 and OP-2.

It is submitted that the contentions in sub para under reply further corroborates the mala fide intention of complainants to harass, defame and torture OP-1. It is also submitted that the lease premium for the land of the impugned project has already been paid by OP-1 and the sub-lease deed entered by OP-1 with the complainants is completely secure, if there can arise any danger to the ownership of complainants, then it is only through a default by the complainants themselves. However, neither there was, nor there is, any scope of any default on part of OP-1 through which there can be any risk to the interest/ownership of complainants. It is also submitted that when the interests of the complainants are secure then the payment schedule between OP-1 and OP-2 is beyond the scope of this complaint and prima facie is nothing less than a blatant attack on OP-1 so as to harass OP-1.

(xviii) That the contents of sub para (xviii) of Para 4 of the complaint are denied. It is denied that that the terms and conditions of loan documents and tri-partite agreement requires that the possession could not be handed over prior to the execution of sublease deed. Hence, it is also denied that the grant of possession and execution of sale deed had to be a simultaneous event.

It is submitted that the complainants are deliberately trying to mislead this Hon'ble Commission, by falsely averring and misrepresenting to have deduced from the tripartite agreement such terms regarding execution of sublease deed which are not there. It is submitted that the complainants have breached the terms and conditions of tripartite agreement. The complainants signed loan documents with OP-3, the complainants further insisted OP-1 to grant possession of the flat at the earliest and to issue the offer of possession letter right on the next day of signing the loan agreement. The same was issued on 09.09.2020 at the behest of the complainants. Complainants further must have compelled OP-3 to release payment in favour of OP-1, simultaneously they forced OP-1 to hand over the possession as soon as OP-1 would receive the complete payment. It is further submitted that on being asked to wait till execution of sublease deed and on suggestion that on the date of execution the complainants may make the complete payment, the complainants forced OP-1 to accept the complete payment and process the grant of possession since they wanted to shift to the new flat as soon as possible without execution of the sub lease deed. It is also submitted that the complainants agreed to the terms and conditions of the Allotment Letter dated 08.09.2020 wherein

under clause 9 OP-1 had sought maximum 48 months time since the date of allotment which was 08.09.2020 which implies that OP-1 was required to handover the possession by 08.09.2024. However just for the convenience of the complainants, OP-1 agreed to the request of the complainants and on their behest sent demand letter dated 09.09.2020. It is further submitted that on payment of the entire sum the possession was handed over to the complainants.

(xix) The contents of subpara (xix) of Para 4 of the complaint are denied except what is matter of record. It is denied that OP-1 had issued demand letter dated 09.09.2020 without any insistence on part of the complainants.

It is submitted that the complainants had insisted OP-1 through their broker as well as while on their visit to the office to send the Offer For Possession Cum Final Demand Letter, which was accordingly sent on 09.09.2020, annexed with the complaint as Annexure C-15.

(xx) That, the contents of subpara (xx) of Para 4 of the complaint are denied except what is matter of record. It is denied that the letter dated 15.09.2020 was shared with the Complainants in pursuit of any ulterior motive. It is denied that OP-1 had any ulterior

motive to collect any undue amount of money from the complainants. It is denied that OP-1 had any motive to wriggle out of their obligation conferring right of property in favour of the Complainants.

It is submitted that since OP-3 was the financier of the impugned project of OP-1, hence taking NOC from the financier was a mandatory procedure without which the complainants could not have full ownership of the apartment. Further, the complainants have themselves admitted that they did not pay anything other than the total consideration agreed and also that the possession was handed over to them right after receiving the complete payment. Hence admittedly OP-1 has given to the complainants the fairest deal possible in this trade.

(xxi) That the contents of sub para (xxi) of Para 4 need no reply.

(xxii) That the contents of sub para (xxii) of Para 4 are denied except what is matter of record.

It is submitted that the email admitted by the Complainants and annexed with the complaint as Annexure C-18 affirms the submissions made above by OP-1.

(xxiii) That the contents of sub para (xxiii) of Para 4 are denied except what is matter of record.

It is submitted that the email dated 22.09.2023 clearly mentions about the disbursement request made by the complainants to OP-3 which is not denied by complainants anywhere in any email, prima facie, it proves that the complainants had actually made disbursement request to OP-3. It is further submitted that there is ~~no such record of any email or other communication which can~~ prove that the complainants had made any request to OP-3 for not disbursing the loan amount until execution of sale deed/sublease deed. Hence it is denied that the complainants had made any request to OP-3 for non-disbursement of the balance consideration amount.

(xxiv) That the contents of sub para (xxiv) of Para 4 are denied except what is matter of record. The submissions regarding communications between the complainants and OP-3 are denied for want of knowledge.

However, it is submitted that there is no written communication to show that the complainants made any request to OP-3 for not disbursing the loan. It is also submitted that the email dated 22.09.2020 further proves that the complainants requested OP-3 for disbursing the loan on 21.09.2020. It is denied for want of knowledge that OP-3, requested the Complainants to sign the loan documents. It is denied that the loan documents were signed

on 25.09.2020 under any kind of exhortion. Hence the averment of complainants that they that at the time of signing of loan documents, the Complainants requested the OP-3 to disburse the loan amount only at the time of execution of a tri partite sub lease deed in favour of Complainant, is also denied. Since, the said averments is absolutely in contradiction to the loan agreement dated 08.09.2023 voluntarily and earnestly signed by the complainants as well as to the other terms and conditions agreed by the complainants.

(xxv) That the contents of sub para (xxv) of Para 4 are denied for want of knowledge except what is matter of record.

However, it is submitted that the complainants had agreed to the condition of direct disbursement as is evident from the tripartite loan document signed by the complainants as also the terms and conditions of the loan. Hence in view of the documents on record it can very well be submitted that the complainants never requested OP-3 to disburse the loan after execution of the sublease deed nor did they request them to disburse the loan in their account which otherwise also, was against the terms and conditions of the loan agreement.

(xxvi) That the contents of sub para (xxvi) of Para 4 are denied except what is matter of record. It is denied that the complainants

had made any request for execution of sublease deed immediately after the disbursement of the loan amount.

It is submitted that the complainants asked OP-1 to pay the stamp duty for execution of the sublease deed, being advocate, the Complainant No. 1 was already aware that unless otherwise agreed the stamp duty is always paid by the purchaser, when reminded of the same, the complainants requested to defer the sublease deed as the complainants affirmed they did not have enough balance to pay for the stamp duty to execute the sublease deed. Hence the execution of sublease deed could not take place right after the disbursement of loan amount. It is also submitted that OP-1 was of the opinion that it is unfair to keep the customers waiting for possession when they have already got the consideration amount disbursed through their banker and thus as per the requests made by the complainants OP-1 handed over possession of the flat to the complainants.

It is also submitted that Email dated 25.09.2020 nowhere mentions anything about the execution of the sub lease deed.

(xxvii) That the contents of sub para (xxvii) of Para 4 need no reply.

(xxviii) That, the contents of sub para (xxviii) of Para 4 need no reply.

(xxix) That the contents of sub para (xxix) of Para 4 are denied except what is matter of record. It is denied that OP-1 delayed execution of sublease deed on any pretext. It is denied that the Complainants requested the OP-1 for execution of the sub-lease Deed and taking over possession of Flat No. F-001. It is denied that OP-1 showed its inability or categorically informed the Complainants that they can not execute the tri partite sub lease Deed. It is denied that the Complainants expressed before OP-1 that they were having money for purchase of the stamp duty and payment of registration expenses. It is denied that the complainants had to sign document/s on stamp paper of Rs. 10/- stating that the Complainants does not have money for registration and stamp duty of the Property and would get the registration at later stage after taking over possession of the Flat. It is denied that OP-1 refused to hand over possession of flat without any such document as mentioned by the complainants in impugned para. It is denied that after receipt of entire sale consideration amount, OP No. 1 refused to assist the Complainants for execution and registration of tri partite sub lease deed.

It is submitted that the complainants expressed that they were not having enough amount to pay for the stamp duty and registration

fee. They affirmed the same through an affidavit so as to convince OP-3 for handing over the possession. They also asked OP-1 to pay for the stamp duty in case they wanted the execution of sublease deed along with the handing over of possession. It is further submitted that the statements of Complainants regarding non availability of funds was accepted by OP-1 as the said statements were given on affidavits hence OP-1 did not deem it appropriate to ask for the bank passbooks of the complainants or to make any enquiry. However, now it appears that the complainants had not only gave false affidavits to OP-1 but have also cheated OP-1. It is further submitted that the complainants were earlier refusing to pay for the stamp duty and registration fee because of which the sublease deed could not be executed. Finally, the complainants paid the stamp duty on 10.09.2021 and sub lease deed got duly executed on 30.09.2021. A copy of the affidavit dated 30.09.2021 duly affirmed by the complainants is annexed herewith as Annexure – R-2.

(xxx) That the contents of sub para (xxx) of Para 4 are denied except what is matter of record. It is denied that OP No. 1 delayed the execution of sub lease deed on any pretext. It is denied that the Complainants right to property was denied by the

OP No. I. It is denied that OP-1 has committed any act of unfair trade practice or deficiency in service.

It is submitted at the cost of repetition that the delay in execution of sublease deed was on account of complainants.

(xxxi) That the contents of sub para (xxxi) of Para 4 are denied. It is denied that upon receipt of entire sale consideration amount, the OP-1 changed its attitude or took a U-turn regarding execution of OP-1's part of obligation. It is denied that OP-1 ever denied to hand over possession documents to the Complainants. It is denied that the possession documents were not delivered by OP-1 to the Complainants deliberately because of any malafide intention. It is denied that OP-1 ever intended to put the Complainants at unlawful loss. It is denied that OP-1 ever intended to harass the Complainants. It is denied that OP-1 ever intended to earn or earned unlawfully and. It is denied that OP-1 ever had any malafide intention to extort money from the Complainants.

It is submitted that despite receiving possession of the flat right on time and despite getting the sublease deed registered in their favour within reasonable time, the complainants are trying to create a frivolous litigation so as to extort unjustified and illegitimate benefits from OP-1.

(xxxii) That the contents of sub para (xxxii) of Para 4 are denied. It is denied that the Complainants on various occasions, telephonically or personally, requested the OP-1 to execute and register a sub lease Deed. It is denied that OP-1 denied to hand over possession documents to the Complainant. It is denied that OP-1 avoided execution of tri partite sub lease Deed. It is denied that OP-1 did not hand over Possession documents.

(xxxiii) That the contents of sub para (xxx) of Para 4 are denied except what is matter of record. It is denied that letter dated 01.10.2020 issued by OP-3 to OP-1, was in violation of any law, regulations or the terms of loan documents or of tri-partite loan agreement signed between Complainants. It is denied that OP-1 was not capable of executing and registering a tri partite sub lease deed in favour of the Complainants. It is denied that any fact was suppressed from the Complainants ever. It is denied that there was any violation of any terms and conditions of any agreement by OP-1. It is denied that OP-1 has committed any act of unfair trade practice or deficiency in service. It is denied that OP-1, is deficient in service. It is denied that OP-1 has acted in collusion with anyone or deprived the Complainants of their any right.

(xxxiv) That the contents of sub para (xxx) of Para 4 are denied except what is matter of record. It is denied that the Complainants had written

several emails dated 14.12.2020, 22.12.2020, 29.12.2020, 30.12.2020, 02.01.2021, 19.02.2021 and 25.02.2021 with any genuine concern.

It is submitted that the complainants had made all enquiries prior to entering the agreement dated 08.09.2020. It is also submitted that no fact was ever suppressed from the complainants and after knowing every single detail, only the complainants entered dated 08.09.2020. It is further submitted that right from the beginning the complainants were interested in extorting money from OP-1 through raising frivolous litigations. The complainants waited only till the time the sublease deed was not registered. Thereafter the complainants filed many frivolous litigations against OP-1, present being one of those.

(xxxv) That the contents of sub para (xxxv) of Para 4 are denied except what is matter of record. It is denied that the possession documents were not offered by OP-1 to be taken by the complainants. It is denied that there was any genuine demand for possession letter by the complainants. It is denied that the possession documents were delivered to the complainants at their address.

It is submitted that the possession documents were ready the complainant did not get them collected. Moreover, OP-1 asked the complainants to pay the stamp duty for execution of sub lease deed. The complainants refused to pay, as he did not have the money. Finally, on 30.12.2020 to settle the issue, the documents were handed over to the complainants.

(xxxvi) That the contents of sub para (xxxvi) of Para 4 are denied for want of knowledge.

(xxxvii) That the contents of sub para (xxxvii) of Para 4 are denied. It is denied that OP-1 had not cleared dues of lease rent to OP -2. It is denied that the letter dated 08.09.2020, which was issued by OP-1, stating lease rent free flat, was issued by OP-1 with any ill motive or malafide intention to cheat the Complainants. It is denied that instead of paying dues to OP-2, OP-1 has syphoned off the money paid by the Complainants and other flat buyers. It is denied that OP-1 has ever committed any or intended to commit any illegal activity.

It is submitted that Lease rent has been fully paid by OP-1 to OP-2. It is further submitted that only the Lease Premium could not be paid due to the pendency of a case before Hon'ble Allahabad High Court.

(xxxviii) That the contents of sub para (xxxviii) of Para 4 are denied. It is denied that OP-1 has denied any right and title of property to the Complainant. It is denied that OP-1 is indulged in any unfair trade practice or has shown any deficiency in service or has earned unlawfully or illegally or arbitrarily or to the detriment to the Complainants.

(xxxix) That the contents of sub para (xxxix) of Para 4 are denied. It is submitted that the sublease deed was executed in favour of the complainants within one month of them depositing the stamp duty. This

fact negates all the contention made by the complainants in the para under reply.

(xl) That the contents of sub para (xxxvii) of Para 4 are denied.

At the cost of repetition it is again submitted that there were no dues deliberately kept pending against OP-2. It was only because of a litigation pending that the lease premium was not paid. Nevertheless, the sublease deed was executed by OP-1 in favour of the complainants and OP-1 never deprived the complainants of their right to residence or possession even prior to such execution, the complainants have admitted this fact.

(xli) That the contents of sub para (xxxvii) of Para 4 are denied. It is denied that OP-1 is acting in violation of the provisions of 'The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010' and 'The Real Estate (Regulation and Development) Act, 2016' and regulations. It is submitted that the said issue has already been raised by complainants before UPRERA, that has decided the matter in favour of OP-1 through order dated 27.08.2021.

(xlii) That the contents of sub para (xlii) of Para 4 are denied for want of knowledge.

(xliii) That the contents of sub para (xliii) of Para 4 are denied. It is denied that any amount was due on behalf of the complainants towards

lease rent to OP-2. It is submitted that the lease rent was paid in the year 2015 itself. However, due to pending litigation before Hon'ble Allahabad High Court, regarding lease premium, the same could not be paid to OP-2.

(xlv) That the contents of sub para (xlv) of Para 4 are denied for want of knowledge.

It is submitted that the complainants had not paid the stamp duty and the registration fee because of which the sub-lease deed could not be registered.

(xlv) That, the contents of sub para (xlv) of Para 4 are denied except what is matter of record. It is denied that OP-1 refused to comply with any directions of OP-2.

(xlvi) That the contents of sub para (xlvi) of Para 4 are denied except what is matter of record.

It is submitted that after UPRERA order with great difficulty the complainant paid the stamp duty on 10.09.2021, post which on 30.09.2021 (within 20 days) the sub lease deed was executed, thereafter as soon as all other formalities including the payment of registration charges by complainants was done (which was done no sooner than 20.10.2021) and presence of requisite persons of OP-2, considering their busy schedule, were streamlined, the sublease got registered. It is submitted that there was no delay on part of OP-1.

(xlvii) That, the contents of sub para (xlvii) of Para 4 are denied except what is matter of record. It is denied that even after execution and registration of sub lease deed on 23.10.2021, the OP-1 acted illegally and unlawfully and refused to handover a copy of said sub lease deed dated 23.10.2021 to the Complainants despite request dated 26.10.2021, 27.10.2021 and 28.10.2021.

It is submitted that after UPRERA order with great difficulty the complainant paid the stamp duty on 10.09.2021, post which on 30.09.2021 (within 20 days) the sub lease deed was executed. Post which due to the delays on part of the complainants and OP-2 the sublease deed could be presented for registration on 23.10.2020. Thereafter on 28.10.2020 as per the tripartite loan agreement dated 08.09.2020 voluntarily signed by the complainants the original sublease deed was handed over to OP-3. A copy of the Receipt by OP-3 is attached herewith as ANNEXURE – R-3.

(xlviii) That, the contents of sub para (xlviii) of Para 4 are denied for want of knowledge.

(xlix) That, the contents of sub para (xlix) of Para 4 is denied. It is denied that the Complainants have been deprived of their right to property. It is denied that the complainant were subjected to any mental pressure, trauma, fatigue because of OP-1. It is denied that the complainants had no fault in the delay of execution of sublease deed. It is denied that OP-1 has

acted illegally, unlawfully or arbitrarily. It is denied that OP-1 is engaged in unfair trade practice and it is denied that OP-1 is deficient in service. It is denied that the Complainants are entitled to any compensation. It is denied that the complainants were ever deprived of any right to property for any period. It is denied that OP-1 is liable to pay any compensation to the complainants.

(i) That, the contents of sub para (i) of Para 4 are denied. It is denied that during the period 28.09.2020 (period when the possession was taken over by the Complainants) to 23.10.2021 (when the sub lease deed was executed in favour of the Complainants), the Complainants remained under any kind of mental trauma, fatigue, tension or faced harassment at the hands of OP-1. It is denied that OP No. 1 has failed to fulfil its commitments.

(ii) That, the contents of sub para (ii) of Para 4 are denied. It is denied that OP-1 has caused any wrongful gain to itself. It is denied that the Complainants have been charged for car parking spaces. It is denied that the complainants have paid anything extra for the car parking space. It is denied that the complainants are entitled to any amount to the tune of Rs. 1,50,000/- with or without interest.

(iii) That, the contents of sub para (iii) of Para 4 are denied.

(iv) That the contents of sub para (iv) are denied. It is denied that OP-1 never provided legal services to the complainants. It is submitted that all

the legal services regarding preparation of sublease deed and other legal documents was done by OP-1, the execution, presentation before sub-registrar, coordination with OP-2 for its proper execution and registration, thereafter delivery of the same to OP-3 were all done on part of OP-1. It is also submitted that complainants had, in their sane wisdom, agreed to pay this fee and had voluntarily paid the same without raising any objection and now he is estopped from raising this as an issue.

(liv) That, the contents of sub para (liv) of Para 4 are denied. It is denied that the OP-1 has charged exorbitantly for electricity connection charges and meter charges. It is denied that the complainants are entitled to any sum on account of electricity payments made with or without interest.

It is submitted that the electricity expenses charged from the customers were the charges of meter provided to the flat buyers. These charges are as per the agreement signed by the complainants with OP-1 and the relevant clause of the agreement has not been challenged by the Complainants herein. Further the connection charges are paid to the UPVVNL by OP-1, which is Rs. 8000 per KVA, which the buyers in the impugned project, including the complainants, have reimbursed to OP-1.

(lv) That, the contents of sub para (lv) of Para 4 are denied. It is submitted that the said amount (Rs. 34,95,305/- + Rs. 71,54,796/-) was paid for water and sewer connection to OP-2. A copy of challan is enclosed herewith as ANNEXURE – R-4.

(lvi) That, the contents of sub para (lvi) of Para 4 are denied.

It is submitted that Club charges are the usage charges. The membership has been provided free of cost to the complainant as per Free of cost letter dated 08.09.2020. The complainant has used the service for usage of club for the period of 12 months. Hence, the complainants are not entitled to any refund with or without interest in respect of the payments thus made. A copy of the free of cost letter dated 08.09.2020 is annexed as ANNEXURE C-12 with the complaint.

(lvii) That, the contents of sub para (lvii) of Para 4 are denied. It is denied that OP-1 had any duty to supply any photocopy of the sublease deed to the complainants.

It is submitted that OP-1 was obliged by the tripartite agreement dated 08.09.2020 to handover the sublease deed to OP-3, thereafter the matter of any further entitlements was between the Complainants and OP-3. are entitled for a copy of sub lease deed dated 23.10.2021.

(lviii) That, the contents of sub para (lviii) of Para 4 are denied. It is denied that OP-1 ever promised the complainants anything other than what was mentioned in the allotment agreement.

It is submitted that on page 4 of the allotment agreement dated 08.09.2020, the common area has been disclosed to the complainant as per the requirement of RERA Act. Bifurcation of the area was also mentioned on the same page and the same was categorically made known to the

complainant. Moreover, the apartment was sold to the complainant on lump sum amount of Rs. Rs. 83,11,500-00 plus possession charges and there was no per square feet rate. The booking form has been filled by the complainant itself with the lump sum of Rs. 83,11,500-00 plus possession charges.

(lix) That, the contents of sub para (lix) of Para 4 are denied. It is denied that any illegal construction activity is conducted in housing project Express Zenith. It is submitted that the constructions in the said project are as per prevailing building law and also sanctioned building plan.

(lx) That the contents of sub para (lx) are denied for want of knowledge. It is submitted that the fire department has given NOC to OP-1 and also that as per the sanctioned plan by OP-2, impugned project is allowed to have only one gate. A copy of Fire Department NOC is annexed herewith as ANNEXURE – R-5.

(lxi) That the contents of sub para (lxi) of Para 4 are denied. It is denied that closure of Exit Gate is a threat to the life, liberty and property of the Complainants and their family members. It is denied that the OP-1 has illegally or unlawfully closed the Exit Gate. It is denied that the complainants are entitled to any compensation from OP-1. It is submitted that the building has been constructed as per the building bye laws and this has also been confirmed by Noida Authority (OP-2) in their affidavit filed before the Hon'ble Allahabad High Court wherein OP-2 has

admitted that there is no violation of any kind in the building as constructed in the impugned project. The plan as sanctioned by OP-2. OP-1 has not been allowed to provide two separate gates in the Express Zenith Project. It is also submitted that OP-4 has given Fire NOC regarding matter. A copy of the affidavit filed by OP-2 is annexed as ANNEXURE – R-6.

(lxii) That the contents of subpara (lxii) of Para 4 are denied except what is matter of record. It is denied that the complainants are entitled to refund of maintenance amount with or without interest on any ground. It is also denied that there is any illegality involved in the construction of Tower A in the Express Zenith Project. It is also denied that the complainants are by any way prevented from enjoying the facilities they are paying the maintenance for.

It is submitted that the maintenance charges are for the maintenance services like lift, common area, street lights, house keeping, gardening, security provide to the customers. It is again submitted that the complainants had taken possession of the flat on 28.09.2020, hence since that date of possession the complainants became liable to pay the maintenance charges. It is further submitted that much prior to the time of entering allotment agreement, the complainants knew as to how many towers in total will be constructed in the impugned project. Hence, the

construction of Tower A was within the contemplation of all buyers of Express Zenith Project.

(lxiii) That the contents of subpara (lxiii) of Para 4 are denied.

(lxiv) That the contents of subpara (lxiv) of Para 4 are denied.

It is submitted that the super area of the flat and the concept thereof was elaborated at the time of signing allotment letter itself, the maintenance is distributed amongst the members as per this super area. Hence there is neither any overcharging nor any wrongful charging under the head of maintenance. Therefore the complainants are not entitled to any refund with or without interest.

(lxv) That, the contents of subpara (lxv) of Para 4 are denied except what is matter of record. It is denied that through order dated 23.09.2021 the Hon'ble High Court of Delhi gave any liberty to the complainants. It is submitted that the complainants only withdrew writ petition citing that they wish to pursue the appropriate remedy. However, no liberty was granted to the complainants to reagitate the issues again before various forums.

5. That the contents of para 5 are denied.

6. That regarding contents of para 6, it is submitted that no additional submissions can be made by the complainants without amending the

pleadings through appropriate procedure at the appropriate stage. Hence, no leave can be granted to the complainants for pleading any new submissions or grounds at any stage.

7. That para 7 of the complaint is denied. It is denied that the present complaint is filed bonafide and in the interest of justice. It is denied that the complaint has been within the prescribed period of limitation.

It is submitted that the complainants are in the spree of filing frivolous litigations against OP-1 so as to extort money or unjust gratifications, illegally, from OP-1.

8. That the contents of Para 8 of the complaint are denied. It is denied that any cause of action against OP-1 has ever arisen in favour of the Complainants. It is submitted that the complainants have received the possession of the flat on time. The sublease deed was also executed in their favour soon after the complainants paid the stamp fee and the registration fee. The complainants have received the car parking they were entitled to free of all costs. Hence, it is evident that the present complaint is absolutely frivolous and deserves no fate other than dismissal with cost.

9. That para 9 of the complaint is denied. It is denied that the Complainants has no other alternative or efficacious remedy other than approaching this Hon'ble Court. It is submitted that the present complaint

is already barred by res judicata as the issues raised here have already been raised before various forums – UPRERA and High Court of Delhi which have already been decided. Other issues are covered by lis pendens before NGT and Hon'ble Supreme Court of India.

10. That the contents of Para 10 of the complaint are denied. It is denied that the complaint under reply is presented before the correct forum for adjudication. It is submitted that there is no issue in the complaint with respect to possession or sale of the flat. The issues raised is mainly with respect to alleged harassment, hence complainants have claimed a huge compensation which takes the present case beyond the pecuniary jurisdiction of this Hon'ble Commission.

11. That the contents of para 11 of the complaint warrant no reply.

12. That para 12 of the complaint warrants no reply.

13. That the contents of para 13 of the complaint are denied. It is denied that the Complainants have not filed in this Hon'ble Court or in any other courts any petition for the same cause of action. It is submitted that the complainants have filed many frivolous litigations against OP-1 in various forums the list for which is attached with this reply.

PRAYER

In view of the facts and circumstances that this Hon'ble Commission may be pleased to:

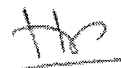
- a. Dismiss the present complaint with heavy cost;

b. Pass any other order/ orders which this Hon'ble Commission may deem fit in the interest of justice.



OPPOSITE PARTY NO. 1

THROUGH



HEMLATA RAWAT
COUNSEL FOR THE _OPPOSITE PARTY NO.1
CH. NO. 292, BLOCK-II, DELHI HIGH COURT,
NEW DELHI 110003
M.NO. 9811022733
EMAIL: danandadv@gmail.com

Date: 20.10.2023
Place: New Delhi

VERIFICATION:

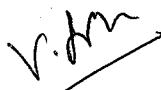
Verified at New Delhi on this 20 day of October, 2023 that the contents of Para No. 1 to 13 of the reply on merites of Written Statement are true and correct as per my knowledge and belief and those of Para No. 1 ~~and~~ 13 of the reply on merit and Para 1 to 4 of the preliminary objections of the Written Statement are correct on information received and believed to be correct. Last para is prayer to this Hon'ble Commission.

For Express Builders & Promoters (P) Ltd.



Director

OPPOSITE PARTY No. 1



True copy

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vineet sinha <vineetadvocate@gmail.com>

Appeal No.10 of 2023_Vineet Sinha Vs Union of India and Ors.

1 message

68

vineet sinha <vineetadvocate@gmail.com>

Mon, May 11, 2026 at 12:06 PM

To: Office Vsalegal <office@vsalegal.in>, priyanka swami <advpriyankaswami@gmail.com>, pradeepmisra@yahoo.com, secy-moef@nic.in, deouplko@yahoo.com

Dear all,

I am the Appellant in subject matter. I am filing an additional affidavit and annexures in subject matter. A scan copy of said additional affidavit and annexures are being served upon you as and by way of advance service upon Respondent.

Vineet Sinha
Appellant in person
in Appeal No.10/2023, 11/2023 and 12/2023

Contact no.:- 9810989910
OFF: 306,C.K. DAPHTARY CHAMBERS
SUPREME COURT, TILAK LANE
NEW DELHI-110 001

 **Addl affidavit N docs-11.05.2026.pdf**

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