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IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL
BENCH, NEW DELHI

APPEAL NO. 12 OF 2023

IN THE MATTER OF: -

Vineet Sinha

... Appellant

V/S

Union of India & ORS.

...Respondents

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

Place: New Delhi
Dated: 11.10.2023

IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL
BENCH, NEW DELHI

APPEAL NO. 12 OF 2023

IN THE MATTER OF: -

Vineet Sinha ... Appellant

V/S

Union of India & ORS. ... Respondents

REJOINDER ON BEHALF OF THE APPELLANT TO THE
REPLY FILED BY RESPONDENT NO. 9

MOST RESPECTFULLY SHOWETH:

PRELIMINARY SUBMISSIONS:

1. At the outset, it is submitted that every statement, counter statement, contention, allegation, averment, submission and contentions made by the Respondent No. 9 in reply to the Appeal, in so far as they are contrary and/or inconsistent to the contents of the Appeal and also the submissions raised in present rejoinder, stand categorically denied to the extent of such inconsistencies. The each and every content of the reply are to be considered refuted unless the same are specifically admitted herein by the Appellant. The contents of the Appeal are reiterated and reaffirmed in specific rejoinder to the reply filed by Respondent No. 9.

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2. It is submitted that the EC dated 28.04.2023 granting extension of earlier EC dated 19.09.2011 is not in the name of Respondent No. 9, but it is in the name of Respondent No. 10. There is no reply on behalf of Respondent No. 10. Under the aforesaid circumstances, the reply filed by Respondent No. 9 may be rejected outrightly.

3. That Respondent No. 9 is continuing to violate the environment law and regulations. That for construction of Tower-A, the Respondent No. 9 has badly damaged the green belt existing outside the housing project Express Zenith, Sector-77 Noida (hereinafter referred to as "Housing Project"). The vehicles carrying construction material are coming in and going out from the said green belt. Greenery of said green belt outside the Housing Project has been badly damaged. Photographs clearly showing damaged condition of green belt outside the Housing Project are filed herewith and marked as **Annexure A-28**.

4. That the EC dated 28.04.2023 cannot and should not have been issued for illegal construction of Tower-A. That the sanction plan for tower-A was issued on 15.11.2017, which was valid for 5 years. The said period has expired and the Respondent No. 9 has not even applied for extension/ renewal of validity of building plan. The construction of Tower-A is going on without valid building plan/ sanction plan. The Appellant has filed a RTI application dated 20.06.2023 enquiring if the Respondent No. 9 has applied for renewal of building plan

and in reply dated 10.08.2023, Noida has intimated that the application was submitted in 2014 and building plan was sanctioned on 15.11.2017. A copy of RTI application dated 20.06.2023 and reply dated 10.08.2023 are filed herewith and marked as **Annexure A-29** and **A-30** respectively.

5. That the Respondent No. 9 has closed the Exit Gate of Housing Project and constructing Tower-A there. The open area and access road has also been encroached by the Respondent No. 9 while constructing illegal Tower-A. That closure of Exit Gate of housing society is a risk to the life and liberty to the residents of housing society including the Appellant and his family members and also of their property as in case of some mishappening, fire brigade would not be able to move in and out. Photographs clearly showing closed Exit Gate of the Housing Project are filed herewith and marked as **Annexure A-31**.
6. It is submitted that EC for illegal construction cannot and should not be issued. That the EC has been issued in present case, despite being no building plan and illegal construction, the EC dated 28.04.2023 is, therefore, liable to be quashed. Consequently, the construction raised by the Respondent No. 9 at Tower-A be ordered to be demolished.
7. That the Housing Project has no capacity for additional towers/ flats. The water connection facility is for 550 flats in the Housing Project. Already there are 715 flats and residents are residing therein. The Respondent No. 9 is

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mixing impure water in the water supplied by Noida and the TDS level of water supplied to the residents remain at about 2000. A copy of notice dated 22.05.2023 issued by Noida detailing therein that the Housing Project have the water connection for 550 flats only is filed herewith and marked as **Annexure A-32**.

REPLY TO PRELIMINARY OBJECTIONS: -

8. That the contents under the heading “Locus Standi of Appellant” and/ or “Antecedents of the Appellant” under Para No. A and B and its sub-Paras are wrong and therefore vehemently denied. It is submitted that the false and frivolous allegation has been levelled against the Appellant in the paras under reply to mislead this Hon’ble Court. The Appellant is a person of repute. His contribution to the society at large has been recognised and appreciated by the World Bank. The Appellant has submitted six (6) research papers to the World Bank respectively in 2015, 2016, 2017, 2018, 2019 and 2020 and the World Bank has published the said six (6) research papers in its magazine called “Doing Business”. The world bank as a token of recognition and appreciation of the work of the Appellant, has issued Certificate for Appreciation in 2015, 2016, 2017, 2018, 2019 and 2020 every year. A copy of said six (6) certificates issued by the World Bank for 2015, 2016, 2017, 2018, 2019 and 2020 respectively are filed herewith and marked as **Annexure A-33** to **A-38** respectively.

9. That the Government of India has also appreciated the contribution of Appellant in national economy and issued a certificate of appreciation. The certificate of appreciation issued during the Assessment Year 2019-20 is filed herewith and marked as **Annexure A-39.**

10. It is submitted that the Respondent No. 9 has not approached this Hon'ble Court with clean hands. The deliberate illegal activities and wilful violations being conducted on the part of the Respondent No. 9 and 10 and its associates have come to light and are under scanner, therefore, as a counter blast the Respondent No. 9 has put forth false and frivolous allegations against the Appellant. It is submitted that the Joint Inspection Report dated 19.02.2022 and Report by NOIDA dated 02.05.2022 has categorically made it clear that the Respondent No. 9 and 10 and its associates has wilfully and deliberately violated the Environment Laws and Regulations and EC/ consent conditions and is engaged in illegal activities because of which the life and liberty of the residents in the housing project including the Appellant are in imminent danger. It is categorically submitted that the Appellant is fighting for his legal and constitutional rights and also for ecology. In specific reply to the contentions raised in Para No. A and B and its sub-paras, it is submitted as under: -

- (i) That the Respondent No. 9 had represented to the Appellant that it has all the permissions and approvals for construction and sale of apartment in

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Housing Project. The Respondent No. 9 had categorically assured the Appellant that it will execute a sale deed in respect of the Appellant simultaneously at the time of handing over possession of flat. Believing the assurances of the Respondent No. 9, the Appellant has purchased a flat bearing No. F-001 at Ground Floor in the Housing Project for total sale consideration amount of Rs. 84,75,450/- (Rupees Eighty Four Lacs Seventy Five Thousand Four Hundred Fifty Only). Entire payment was made by 28.09.2020 after deducting applicable TDS.

- (ii) That after payment of entire sale consideration amount, The Appellant approached the Respondent No. 9 for taking over possession of flat No. F-001 and execution of sale deed in his favour. The Respondent No. 9, then on 28.09.2022, informed the Appellant that it can handover the possession of the Flat, but refused to execute a Sale Deed in favour of the Appellant. It is submitted that the Appellant had the money to purchase stamp duty and for registration charges. A copy of the Bank Passbook of the Appellant's bank account namely UCO Bank, Supreme Court, New Delhi evidencing that the Appellant was having sufficient amount for purchase of the Stamp duty and for payment of Registration fee and continued to maintain the same till the date the stamp duty is

purchased and registration fee is paid is filed herewith and marked as **Annexure A-40**.

- (iii) That one of the false, frivolous and concocted story, besides others, which the Respondent No. 9 told to the Appellant for non-execution of sale deed was that because of Covid-19 pandemic and consequent lockdown, the process at NOIDA is being delayed and sale deed will take time. The Respondent No. 9 stated that the Appellant can carry on interior work in the flat and start residing therein and in the meantime, it will arrange for execution of a sale deed in favour of Appellant.
- (iv) That though the false and concocted stories told by the Respondent No. 9 to the Appellant was not believable, the Appellant took over possession of flat No. F-001 on 28.09.2022, while handing over possession of flat, the Respondent No. 9 acted illegally and with malafide intention and refused to hand over possession documents to the Appellant.
- (v) Thereafter the Applicant on various occasions telephonically and during personal meetings requested the Respondent No. 9 to execute Sale Deed in his favour and hand over possession documents, however the Respondent No. 9 avoided replying.
- (vi) That the Appellant has written emails dated 14.12.2020, 22.12.2020, 29.12.2020, 30.12.2020

02.01.2021, 19.02.2021 and 25.02.2021 to the Respondent No. 9 calling upon it to execute a Sale Deed and handover possession documents, however the Respondent No. 9 has not replied to any of the emails. In the aforesaid emails it was clarified that the Appellant have the money for purchase of stamp duty and payment of registration expenses. Emails dated 14.12.2020, 22.12.2020, 29.12.2020, 30.12.2020 02.01.2021, 19.02.2021 and 25.02.2021 are filed herewith and marked as **Annexure A-41**.

- (vii) That since the Respondent No. 9 was not ready to execute a sale deed in favour of the Appellant, the Appellant visited NOIDA on 02.03.2021 and met with the officials at Group Housing Department. At that time, the Appellant came to know that the Respondent No. 9 is a chronic defaulter to the dues of NOIDA which as on that day was about Rs. 70 Crores and therefore the NOIDA has barred the Respondent No. 9 from selling the flats in Housing Project and to execute sale deeds. It was informed that the Respondent No. 9 has not paid lease premium and lease rent to NOIDA since 2017. NOIDA categorically told the Appellant that as per Lease Deed dated 01.09.2010 executed by NOIDA in favour of Respondent No. 9 in respect of land pertaining to housing project, Respondent No. 9 was to pay Lease premium, lease rent and other dues between 30.09.2010 to 30.03.2020 and upon

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default in payment, Respondent No. 9 is not permitted to sale a flat. The said Lease Deed categorically stated that the possession of a flat will not be handed over without a sale deed. NOIDA also informed that the Respondent No. 9 had the permission to sale only 392 flats. A copy of Lease Deed dated 01.09.2010 executed by NOIDA in favour of Respondent No. 9 is filed herewith and marked as **Annexure A-42**.

(viii) That the NOIDA, upon the representation dated 10.03.2021 filed by the Appellant has passed an order dated 31.05.2021 stating that the Respondent No. 9 is defaulter to the dues of NOIDA and therefore the NOIDA has restrained the Respondent No. 9 from executing and registration of sale deed in respect of flats in the housing project Express Zenith, Sector-77, Noida including the flat No. F-001. The NOIDA directed the Respondent No. 9 to immediately clear its dues and execute a sale deed in favour of the Appellant in respect of Flat No. F-001, Ground Floor, Express Zenith, Sector-77, NOIDA. As on today a sum of about Rs. 90 Crores is outstanding upon the Respondent No. 9 towards lease rent and lease premium. A true copy of the order dated 31.05.2021 passed by NOIDA with its translation is filed herewith and marked as **Annexure A-43**.

(ix) It is submitted that the Respondent No. 9 and its associates have thus committed offence under

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Sections 406, 409, 420, 468, 471, 120-B read with Section 34 of the Indian Penal Code, 1860 and also has syphoned off money of about Rs. 100 Crores of other flay buyers and public money including money of Applicant. Hence the Appellant filed a police complaint at P.S. Barakhamba Road, New Delhi. However, irony of fate is that FIR was not registered.

- (x) Under the said circumstances, the Appellant filed a Writ Petition (Crl.) No. 1019/2021 in the Hon'ble Delhi High Court praying therein for investigation by CBI and also by ED.
- (xi) That the Appellant had also filed a Writ Petition (C) No. 5660/2021, which has been withdrawn with liberty to approach appropriate Forum. The Appellant has already mentioned about the said proceedings of the Hon'ble Delhi High Court in earlier OA.
- (xii) The Appellant had also filed a complaint bearing No. NCR144/03/71962/2021 before UPRERA praying for directions to the Respondent No. 9 to execute a sale deed in favour of the Appellant. The said complaint has been allowed vide order dated 27.08.2021 and the Respondent No. 9 was directed to execute a sale deed in favour of the Appellant. It is submitted that despite order dated 27.08.2021, the Respondent No. 9 delayed the execution of sale deed. Upon a notice for execution by the

Appellant, sale deed was executed in favour of the Appellant only on 23.10.2021. Here again the Respondent No. 9 committed default and neither the original sale deed nor a copy thereof was provided by the Respondent No. 9 to the Appellant despite reminders.

- (xiii) It is submitted that one more complaint bearing No. NCR144/03/72601/2021 filed by a co-resident was also allowed by UPRERA with the complaint of Applicant. The said co-resident had already paid stamp duty in August, 2019, however sale deed has not been registered till date.
- (xiv) That the Respondent No. 9 has not executed sale deeds in favour of other flat buyers. UPRERA has passed directions directing the Respondent No. 9 to execute a sale deed in their favour, however the sale deeds have not been executed. The details of some of the complaints, to the knowledge of the Appellant, are as under: -
 - (a) NCR144/09/81548/2021 Prabal Jain Versus Express Builders and Promoters Pvt. Ltd.;
 - (b) NCR144/11/85200/2021 Ankit Mathur Versus Express Builders and Promoters Pvt. Ltd.;
 - (c) NCR144/12/87218/2021 Anjali Chopra Versus Express Builders and Promoters Pvt. Ltd.;
 - (d) NCR144/01/87422/2022 Indra Kumar Singh & Neelam Versus Express Builders and Promoters Pvt. Ltd.; and

(e) NCR144/01/87458/2022 Prajul Mangal Versus
Express Builders and Promoters Pvt. Ltd.;

- (xv) It is submitted that as per the provisions of the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and also the provisions of RERA, 2016 have categorically provided that sale deed must be executed at the time of handing over possession of an apartment, which provisions the Respondent No. 9 is deliberately violating.
- (xvi) That the facts and circumstances as stated above under Para No. 8 and its sub-paragraphs makes it crystal clear that the Respondent No. 9 is a culprit against whom various civil as well as criminal cases are pending, A criminal complaint case has also been filed by the UPPCB in Special Environment Court, Lucknow, which is pending adjudication. Case status of the said complaint as downloaded from e-courts portal is filed herewith and marked as **Annexure A-44**.
- (xvii) That the Respondent No. 9 has earlier also in OA 245/2021 levelled bald allegations against the Appellant, as are levelled in present proceedings. The said allegations were not considered by this Hon'ble Court and outrightly rejected. Under the aforesaid facts and circumstances, the Respondent No. 9 is estopped to level bald allegations against

the Appellant and the said allegations may be rejected outrightly.

(xviii) It is submitted that the Appellant is fighting for his legal and constitutional rights. The Appellant is also fighting for ecology and therefore has instituted the present Appeal.

(xix) It is categorically denied that the Appellant is a blackmailer, as alleged. It is also denied that the Appellant has lost before all the Forums, as alleged. It is Respondent No. 9 who has filed false affidavit in this Hon'ble Court leveling false and frivolous allegations against the Appellant. The Appellant, thus, most respectfully prays that proceedings under Section 340 Cr.P.C. may be initiated against the Respondent No. 9.

11. That the contents of Para C and D are vehemently denied. In its specific reply the submissions raised in appeal and present rejoinder are reiterated and reaffirmed. The EC dated 28.04.2023 has been issued in mechanical manner and is liable to be quashed.

12. It is submitted that the Respondent No. 9 and 10 are wilfully violating the environment law and EC conditions. It is submitted that law laid down by the Hon'ble Supreme Court in *Goel Ganga Developers Pvt. Ltd. Versus Union of India & Ors. reported in (2018) 18 SCC 257* are applicable in the present case in hand wherein it has been ordered for demolition of illegal construction. The Respondent No. 9

has deliberately violated the environment laws and regulations and EC conditions and also Consent conditions.

13. That the contents of Para No. 49 are in the form of prayer to the Hon'ble Court. The same is vehemently denied. The Appellant most humbly prays that the reply filed by the Respondent No. 9 may be rejected with heavy costs and the appeal may be allowed. Consequently, the construction of Tower-A be ordered to be demolished.

14. That the appeal filed by the Appellant and prayer clause therein may be allowed. Respondent No. 9 be restrained from constructing Tower-A and the structure standing there may be ordered to be demolished. Directions may also be passed demolishing commercial complex which has been constructed illegally and without an EC.

It is prayed accordingly.

Place: New Delhi
Dated: 11.10.2023



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

IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH
AT NEW DELHI

Appeal No. 12 of 2023

IN THE MATTER OF:

Vineet Sinha

... Appellant

Versus

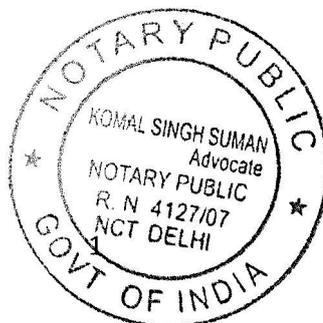
Union of India & Ors.

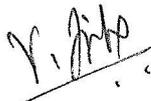
... Respondents

AFFIDAVIT

I, Vineet Sinha aged about 48 years, son of Shri Rajendra Prasad Saxena resident of F-001, Express Zenith, Sector-77, Noida, District Gautam Budh Nagar, U.P. 201 301 presently at New Delhi do hereby solemnly affirm and state on oath as under:-

1. That I am the Appellant and so am well conversant to the facts and circumstances of the case and hence competent to swear present affidavit in support of accompanying rejoinder.
2. That the accompanying rejoinder has been drafted by me and the contents of the same are true and correct to the best of my personal knowledge and belief. The legal submissions made therein are true and correct. The same be read as part and parcel of present affidavit.




DEPONENT

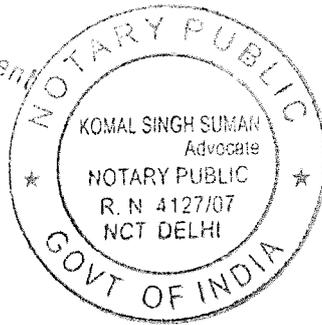
VERIFICATION:

Verified that the contents of above affidavit are true and correct to the best of my personal knowledge and belief and nothing material has been concealed therefrom.

Verified today on this 11th day of October, 2023 at New Delhi.

*I identify that Executant/Deponent
has signed before me*

self



K. Suman
DEPONENT



ATTESTED
[Signature]
NOTARY PUBLIC, DELHI

11 OCT 2023







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ऑनलाइन आरटीआई सूचीध फॉर्म विवरण

जन सूचना अधिकारी का विवरण :-

* लोक प्राधिकारी	नवीन ओखला औद्योगिक विकास प्राधिकरण
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आरटीआई आवेदक का व्यक्तिगत विवरण:-

पंजीकरण संख्या	NAODA/R/2023/60305/2
फाइलिंग की तारीख	20/06/2023
* नाम	vineet sinha
लिंग	पुरुष
* पता	306, CK Daphtary Block , Tilak Lane, Supreme Court, New Delhi
पिन कोड	110001
राज्य	Delhi
शैक्षिक स्थिति	शिक्षित
	स्नातक तथा अधिक
दूरभाष संख्या	विवरण प्रदान नहीं किया गया
मोबाईल नम्बर	+91-9810989910
ईमेल आईडी	vineet72sinha[at]yahoo[dot]com
नागरिकता	भारतीय
* क्या आवेदक गरीबी रेखा से नीचे का है ?	नहीं

RTI आवेदन का विवरण u/s 6(1) :-

((मांग की गई जानकारी का विवरण (500 शब्द तक))

* जानकारी का विवरण मांगा	<p>1. Please inform whether "Express Builders and Promoters Private Limited" has applied for renewal of building plan for housing project Express Zenith, Plot No. 2A, Sector-77, Noida which was sanctioned on 15.11.2017? if yes, when the application was submitted? Please provide a copy of application with all its enclosure. 2. Please inform whether the building plan of Express Builders and Promoters Private Limited in respect of housing project Express Zenith, Plot No. 2A, Sector-77, Noida has been renewed. If yes, please inform the date of renewal. Please provide a copy of renewal letter with all its enclosure. 3. Please inform whether the renewed Building Plan, if any, is different from the Building Plan sanctioned on 17.11.2017. If Yes, please provide a copy of renewed Building Plan. 4. Please inform whether the Express Builders and Promoters Private Limited has paid lease rent/ lease premium/ dues to NOIDA at the time of submitting application for renewal of building plan or after getting approval of revised building plan for housing project Express Zenith, Plot No. 2A, Sector-77, Noida. 5. Please inform whether the NOIDA has demanded lease rent/ lease premium/ dues to NOIDA from the Express Builders and Promoters Private Limited before granting sanction to renewal of building plan for housing project Express Zenith, Plot No. 2A, Sector-77, Noida. 6. Please inform whether the NOIDA has directed the Express Builders and Promoters Private Limited to construct and make operational Exit Gate of housing project Express Zenith, Plot No. 2A, Sector-77, Noida, District Gautam Budh Nagar? If yes, when such directions were issued. Please provide a copy of such directions/ letter. 7. Please inform whether the NOIDA has directed the Express Builders and Promoters Private Limited to construct and make operational Pedestrian Gate of housing project Express Zenith, Plot No. 2A, Sector-77, Noida, District Gautam Budh Nagar? If yes, when such directions were issued. Please provide a copy of such directions/ letter.</p>
* संबंधित पीआईओ	Manager (Planning)
पदनाम	Senior Manager
फोन नंबर।	9205691324
ईमेल	sumitgrover2503@gmail.com
समर्थनकारी दस्तावेज ((केवल पीडीएफ में 1 एमबी तक))	सहायक दस्तावेज प्रदान नहीं किया गया

प्रिंट

बंद करें

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पंजीकरण संख्या	NAODA/R/2023/60305/2
नाम	vineet sinha
फाइलिंग की तारीख	20/06/2023
स्थिति	आवेदन को निस्तारण करना दिनांक 10/08/2023
<p>Reply :- 1-For plot no. 2A, Sector-77, Noida the builder applied for revised maps on dated 05-05-2014. Copy attached.</p> <p>2-Revised sanctioned letter was issued on dated 15-11-2017. Copy attached.</p> <p>3-Copy of revised layout plan dated 15-11-2017 is attached.</p> <p>4&5- Required information is related to Group Housing (Accounts) Departments.</p> <p>6&7- Construction at site is to be done as per approved maps.</p>	
दस्तावेज़ देखें	
<u>नोडल अधिकारी विवरण</u>	
नाम	SHOBHA KUSHWAHA
टेलीफोन नंबर	9205691104
ईमेल आईडी	shobha.kushwaha@noidaauthorityonline.com

आरटीआई आवेदन प्रिंट करें

प्रिंट स्थिति

वापस जाओ

नियम व शर्त | कॉपीराइट नीति | हाइपरलिंकिंग नीति | गोपनीयता नीति

अंतिम अद्यतन: 16 जून 2023 संस्करण (3.0)

प्रशासनिक सुधार विभाग, उत्तर प्रदेश सरकार के द्वारा प्रदान की गई साइट की विषय-सूची
राष्ट्रीय सूचना विज्ञान केन्द्र, उत्तर प्रदेश एकक द्वारा सॉफ्टवेयर अनुरक्षण एवं नवीनीकरण।



नवीन ओखला औद्योगिक विकास प्राधिकरण
कार्यालय वरिष्ठ प्रबन्धक जल खण्ड-तृतीय
सैक्टर-39, नौएडा।

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प0 सं0 नौएडा/व0प्र0(जल-111)/2023/128

दिनांक:- 22/05/2023

विशेष कार्याधिकारी
ग्रुप हाउसिंग
सैक्टर-6, नौएडा।

महाप्रबन्धक (नियोजन)
सैक्टर-6, नौएडा।

विषय:- एक्सप्रेस जेनिथ सोसायटी जी0एच0-02ए, सैक्टर-77 में पानी की समस्या के सम्बन्ध में।

कृपया अवगत कराना है कि दिनांक 21.05.2023 को विभिन्न सोशल मिडिया एवं व्यक्तिगत माध्यम से एक्सप्रेस जेनिथ सोसायटी सैक्टर-77 में पानी की आपूर्ति बाधित होने की शिकायतें प्राप्त हुई। जिसके निस्तारण हेतु खण्डीय अवर अभियन्ता एवं प्रबन्धक द्वारा सोसायटी निवासियों की उपस्थिति में स्थल का निरीक्षण किया गया। जिसमें पाया गया कि जल विभाग के अभिलेखों के अनुसार सोसायटी में निर्मित 550 (250 + 300) फ्लैटों हेतु कमशः 90 एम.एम. एवं 125 एम.एम. व्यास के दो जल संयोजन निर्गत किये गये हैं। जिनके द्वारा निर्धारित समयानुसार (प्रातः एवं सायं) जलापूर्ति उचित दबाव पर प्रदान की जा रही है। परन्तु बिल्डर द्वारा प्राधिकरण द्वारा सप्लाई किये जा रहे पानी का वितरण उचित प्रकार से नहीं किया जा रहा है। जिस कारण सोसायटी के निवासियों को समुचित मात्रा में पानी उपलब्ध नहीं हो पा रहा है, जिससे रोष की स्थिति उत्पन्न हुई। इसकी शिकायत विभिन्न सोशल मिडिया एवं प्रिन्ट मिडिया में दर्ज हुई है, जिस कारण प्राधिकरण की छवि धूमिल हुई।

अतः आपसे अनुरोध है कि सम्बन्धित बिल्डर के विरुद्ध लीज डीड में निहित नियम एवं शर्तों के अनुसार कार्यवाही करने हेतु सम्बन्धित को निर्देशित करने का कष्ट करें, जिससे भविष्य में ऐसी पुनरावृत्ति न हो एवं वहाँ रह रहे निवासियों को पानी की आपूर्ति से सम्बन्धित समस्या का सामना न करना पड़े।

(ए0के0वरुण)
वरिष्ठ प्रबन्धक
जल खण्ड-तृतीय

प्रतिलिपि-

- स्टाफ ऑफिसर को मुख्य कार्यपालक अधिकारी महोदय के सादर अवलोकनार्थ प्रेषित।
- अपर मुख्य कार्यपालक अधिकारी(एस.पी.) महोदय को सादर अवलोकनार्थ प्रेषित।
- विशेष कार्याधिकारी(ए), महोदय को सादर अवलोकनार्थ।
- उप महाप्रबन्धक(जल) महोदय को सादर अवलोकनार्थ।
- प्रबन्धक(वी)/अवर अभियन्ता को आवश्यक कार्यवाही हेतु।

वरिष्ठ प्रबन्धक
जल खण्ड-तृतीय
नौएडा।

TRANSLATED COPY

New Okhla Industrial Development Authority
Office Senior Manager, Water Department-III,
Sector-39, Noida

Letter No. Noida/Sr. Manager (Water-III)/2023/128

Dated: 22/05/2023

Officer on Special Duty,
Group Housing
Sector-6, Noida

General Manager (Planning)
Sector-6, Noida

Subject: - Regarding water problem in Express Zenith Society,
GH-02A, Sector-77.

Please be informed that on 21.05.2023, complaints were received through various social media and personal medium about interruption of water supply in Express Zenith Society Sector-77. For the disposal of which, the site was inspected by the Divisional Junior Engineer and Manager in the presence of the residents of the society. In which it was found that according to the records of the Water Department, for 550 (250 + 300) flats constructed in the society, two water connections of 90 mm and 125 mm respectively diameter have been installed, through which water supply is being provided at proper pressure as per the scheduled time (morning and evening). But the water supplied by the authority is not being distributed properly by the builder. Because of which adequate quantity of water is not being made available to the residents of the society, due to which problem has arisen. Complaints about this have been registered

in various social media and print media, due to which the image of the authority has been tarnished.

Therefore, you are requested to direct the concerned Official to take action against the concerned builder according to the terms and conditions contained in the lease deed, so that such repetition does not happen in future and the residents residing there don't have to face the problem related to water supply.

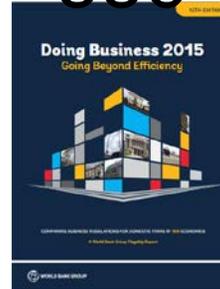
Sd/-
A. K. Varun
Senior Manager
Water Department-III

Copy to-

- i. Staff Officer of Chief Executive Officer for perusal;
- ii. Additional Chief Executive Officer (S.P.) for perusal;
- iii. Officer on Special Duty (A) for perusal;
- iv. Deputy General Manager (Water) for perusal;
- v. Manager (V)/ Junior Engineer for necessary action.

Sd/-
22.05.2023
Senior Manager,
Water Department-III,
Noida

536



Certificate of Appreciation

Presented to

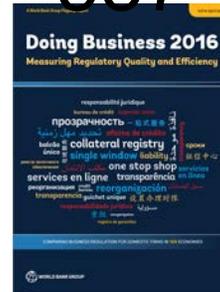
Vineet Sinha

India

In appreciation of your contribution to
Doing Business 2015: Going Beyond Efficiency

AUGUSTO LOPEZ CLAROS, DIRECTOR
GLOBAL INDICATORS GROUP
DEVELOPMENT ECONOMICS
THE WORLD BANK GROUP

537



Certificate of Appreciation

Presented to

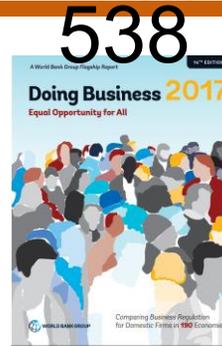
Vineet Sinha

India

In appreciation of your contribution to
Doing Business 2016: Measuring Regulatory Quality and Efficiency

A handwritten signature in black ink, appearing to read 'Augusto Lopez Claros', is positioned above a horizontal orange line.

AUGUSTO LOPEZ CLAROS, DIRECTOR
GLOBAL INDICATORS GROUP
DEVELOPMENT ECONOMICS
THE WORLD BANK GROUP



Certificate of Appreciation

Presented to

Vineet Sinha

India

In appreciation of your contribution to
Doing Business 2017: Equal Opportunity for All

AUGUSTO LOPEZ CLAROS, DIRECTOR
GLOBAL INDICATORS GROUP
DEVELOPMENT ECONOMICS
THE WORLD BANK GROUP

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Certificate of Appreciation

Presented to

Vineet Sinha

India

In appreciation of your contribution to
Doing Business 2018: Reforming to Create Jobs



RITA RAMALHO, DIRECTOR
GLOBAL INDICATORS GROUP
DEVELOPMENT ECONOMICS
THE WORLD BANK GROUP

540



Certificate of Appreciation

Presented to

Vineet Sinha

India

**In appreciation of your contribution to
*Doing Business 2019: Training for Reform***



RITA RAMALHO, DIRECTOR
GLOBAL INDICATORS GROUP
DEVELOPMENT ECONOMICS
THE WORLD BANK GROUP

541

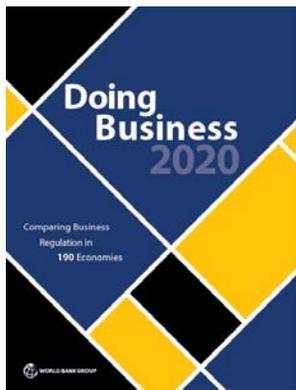
**WORLD BANK GROUP**

Certificate of Appreciation

Presented to

Vineet Sinha

India



In appreciation of your contribution to
Doing Business 2020

A handwritten signature in black ink that reads 'Rita Ramalho'.

RITA RAMALHO, DIRECTOR
GLOBAL INDICATORS GROUP
DEVELOPMENT ECONOMICS
THE WORLD BANK GROUP



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Ministry of Finance*Government of India***Central Board of Direct Taxes****CERTIFICATE
OF APPRECIATION**

*This is to certify that Mr/Ms **VINEET SINHA** (PAN: **AOBPS0171D**) has paid taxes for the Assessment Year **2019-20** and filed the Income Tax return. We appreciate the taxpayer, in the 'Bronze' category in recognition, of the contribution towards building this great Nation.*

P C Mody
Chairman



2019412575629

CKYC NO: 30027305763729

Toll Free Number: 18002740123

डी एस DS-5A

यूको बैंक**आवश्यक निर्देश**

- (1) खातेदारों से निवेदन है कि वे यह नोट करें कि बैंक में जमा किये जाने वाले सभी चेक, ड्राफ्ट आदि/धन-राशियाँ रजिस्ट्री डाक से भेजी जायें या रोकड़ विभाग में जमा की जायें, क्योंकि रोकड़ विभाग के बाहर का कोई भी व्यक्ति रोकड़ प्राप्त करने का अधिकारी नहीं है।
- (2) खातेदार को चाहिए कि वह पास बुक में पूरी प्रविष्टियाँ करवा कर यथासम्भव उसी दिन शाखा से इसे प्राप्त कर ले, अन्यथा वह शाखा से इसकी रसीद प्राप्त कर लें, जिसमें इस बात का भी उल्लेख हो कि पास बुक किस दिन लौटायी जायेगी।
- (3) बचत बैंक खाता के प्रचलित नियम शाखा से अनुरोध कर प्राप्त किये जा सकते हैं।

**UCO BANK
IMPORTANT**

- (1) Constituents are requested to note that all moneys remitted to the Bank should either be sent by Registered Post or handed over to the Cash Department, as no individual(s) outside the Cash Department has/have authority to receive cash.
- (2) The account-holder should insist on delivery of Pass Book made upto date as far as possible on the same date; otherwise he should obtain a receipt indicating when the Pass Book will be delivered.
- (3) Deposit Rules in vogue can be obtained by account-holder from the Branch on request.

यूको बैंक  **UCO BANK**

IFSC: UCBA00000207

शाखा
MICR Code: 1Branch23SUPREME COURT - NEW DELHI
SUPREME COURT 0, TILAK MARG NEW DELHI 110001
Phone: 011-23389120, 2338653नाम
Nameपता
AddressVINEET SINHA
JOINT HOLDER : 1. M/S MR VINEET SINHA
306 CK DAPHTARY BLOCK TILAK LANE
BEHIND ILI SUPREME COURT
NEW DELHI Pin : 110001

NOMINATION REGISTER

02070100012867

PB.No. 1

सहा. प्रबंधक /Asst. Manager


यूको बैंक UCO BANK 729

बचत बैंक खाता सं / S.B. Account No. 02070100012867

दिनांक Date	विवरण Particulars	चेक संख्या Cheque No.	चेक तारीख Cheque Date	निकाली गयी रकम Withdrawals	जमा की गयी रकम Deposits	शेष Balances	अधिकारी के हस्ताक्षर Officers Initials
	SB OPENING BALANCE					3372519.07	
	FFD BALANCE					0.00	
12/01/2020	02070100012867: Int.P				25763.00	3398282.07Cr	
14/01/2020	APBS: HP618354 29530				157.87	3398439.94Cr	
25/02/2020	APBS: HP618354 32135				291.00	3398730.94Cr	
20/03/2020	SMS CHARGES JUL19-DE			1.05		3398729.89Cr	
15/04/2020	02070100012867: Int.P				27537.00	3426266.89Cr	
15/04/2020	APBS: HP618354 34715				162.43	3426429.32Cr	
07/07/2020	02070100012867: Int.P				24806.00	3451235.32Cr	
14/09/2020	VINEET SINHA	21	10/09/2020	350000.00		3101235.32Cr	
27/09/2020	SMS CHARGES JAN20-JU			2.10		3101233.22Cr	
28/09/2020	FOR FDR	190682	28/09/2020	2600000.00		501233.22Cr	
10/10/2020	02070100012867: Int.P				22641.00	523874.22Cr	
29/12/2020	SMS CHARGES 01JUL20-			1.20		523873.02Cr	
06/01/2021	02070100012867: Int.P				3301.00	527174.02Cr	
27/01/2021	AMC ATMCRD-JUN19toMA			120.00		527054.02Cr	
18/03/2021	CKYCR Charges Cust :			0.94		527053.08Cr	
23/03/2021	NACH: AOBPS0171D-AY2				50510.00	577563.08Cr	
27/03/2021	SMS CHRG 01JAN21-31			0.94		577562.14Cr	
	FFD BALANCE					0.00	
	SB CLOSING BALANCE					577562.14Cr	

 यूको बैंक UCO BANK 3729

बचत बैंक खाता सं 2/ S.B. Account No. 02070100012867

दिनांक Date	विवरण Particulars	चेक संख्या Cheque No.	चेक तारीख Cheque Date	निकाली गयी रकम Withdrawals	जमा की गयी रकम Deposits	शेष Balances	अधिकारी के हस्ताक्षर Officers Initials
	SB OPENING BALANCE					577562.14Cr	
	FFD BALANCE					0.00	
07/04/2021	02070100012867: Int.P				3280.00	580842.14Cr	
05/07/2021	AMC ATMCRD-JUN21toMA			177.00		580665.14Cr	
07/07/2021	02070100012867: Int.P				3620.00	584285.14Cr	
08/09/2021	RTGS/SHCIL E STAMPIN			416028.92		168256.22Cr	



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vineet sinha <vineetadvocate@gmail.com>

Re: Flat No. F-001, Ground Floor, Express Zenith, Sector-77, Noida

1 message

vineet sinha <vineetadvocate@gmail.com>

Thu, Feb 25, 2021 at 4:08 PM

To: pankaj@expressbuildersltd.com, Jaya Pandey <jaya@expressbuildersltd.com>, kapil@expressbuildersltd.com, info@expressbuildersltd.com, accounts@expressbuildersltd.com, vinay@expressbuildersltd.com, zenith@expressbuildersltd.com, contact@expressbuildersltd.com, vaibhav@nae.co.in

Dear Sirs/Madam,

Kind Atten: 1. Mr. Pankaj Goel, Director Express Builders and Promoters Pvt. Ltd. Phone No. 9891766678;
2. Mr. Vinay Goel, Director, Express Builders and Promoters Pvt. Ltd. Phone No. 9312832920;
3. Mr. Kapil Saneja, Sales Head, Express Builder and Promoters Pvt. Ltd. Phone No. 9643496433;
4. Mr. Ajoy, CRM, Express Builders and Promoters Pvt. Ltd. Phone 9717911071, 9873080929;
5. Ms. Nisha, Express Builders and Promoters Lvt. Ltd.;
6. Mr. Vaibhav Jain, Architect, Express Builder and Promoters Pvt. Ltd. Phone 011-42518322;
7. Mr. Surender Kumar, Chartered Accountant, Express Builders and Promoters Pvt. Ltd. Phone 9810664141;
and all the Principal Officers/ Associates/ Agents/ Representatives of Express Builders and Promoters Pvt. Ltd.

This refers to the trailing mail. Despite repeated requests and reminders, your response is still awaited on my request for execution of sub-lease deed. Despite my repeated requests sale deed/ lease deed/ sub-lease deed has not been executed in respect of subject flat, which amounts to an illegal act.

All of you are informed that the undersigned talked to Mr. Ajoy on 20.02.2021, enquired about the steps taken by the Builder for execution of sale deed/ lease deed/ sub-lease deed and requested to execute a sale deed/ lease deed/ sub-lease deed in respect of subject flat. But Mr. Ajoy refused to do the same and stated that he has not knowledge about the same.

Thereafter the undersigned talked to Mr. Pankaj Goel on 20.02.2021 and requested to execute a sale deed/ lease deed/ sub-lease deed in respect of subject flat. Mr. Pankaj Goel stated that there is delay in execution of sale deed/ lease deed/ sub-lease deed in respect of flats of Express Zenith because huge amount of lease rent has not been paid by them to NOIDA Authority and so NOIDA is not allowing execution and registration of sale deed/ lease deed/ sub-lease deed. Mr. Pankaj Goel promised that they will pay the outstanding lease rent and will sort out the matter with NOIDA and execute a sale deed/ lease deed/ sub-lease deed in favour of undersigned by mid March, 2021.

Mr. Ajoy rang the undersigned on 22.02.2021 and stated that he is still unable to tell about execution of sale deed/ lease deed/ sub-lease deed and refused to give a strict time line.

The possession of subject flat was handed over to the undersigned on 28.09.2020 and since then the undersigned is requesting for execution of sale deed/ lease deed/ sub-lease deed, but all of you have failed to do the same.

It is notified to you all that the Undersigned is maintaining sufficient bank balance to meet out the stamp duty and registration charges since the date of booking of flat (August, 2020 onwards) and requesting all of you to execute and register a sale deed/ lease deed/ sub-lease deed immediately. The delay in execution and registration is on the part of builder.

Under the aforesaid facts and circumstances, the undersigned call upon all of you: -

- (i) Execute and register a sale deed/ lease deed/ sub-lease deed by 15.03.2021 in favour of undersigned in respect of subject flat; and
- (ii) Share a draft of the same by 05.03.2021 for finalisation on our part.

547 37
The undersigned advise all of you to don't force me to escalate the issue any more. All of you are notified that if the needful is not done as called upon, the undersigned will initiate legal proceedings (criminal as well as in civil court) and all of you shall alone be liable for the consequences.

This email is "Without Prejudice" to our rights.

Vineet Sinha
Advocate, Supreme Court & Delhi High Court
306, C. K. Daphtary Block Chamber,
Tilak Lane, Supreme Court,
New Delhi
Phone: 9810989910

On Fri, Feb 19, 2021 at 12:43 PM vineet sinha <vineetadvocate@gmail.com> wrote:
Still awaiting revert.

Vineet Sinha
Advocate
Supreme Court
9810989910

On Sat, Jan 2, 2021 at 2:53 PM vineet sinha <vineetadvocate@gmail.com> wrote:

"Dear Sirs/Madam,

Kind Atten: Mr. Pankaj Goel (Director Express Builders and Promoters Pvt. Ltd.), Mr. Vinay Goel (Director, Express Builders and Promoters Pvt. Ltd.); Mr. Kapil Saneja, Mr. Ajoy, Ms Nisha and all the Principal Officers of Express Builders and Promoters Pvt. Ltd. and recipient of this mail.

This refers to the trailing mail and in respect of subject matter. This is to inform that today Mr. Ajoy from your office has handed over a Parking Allotment Letter dated 28.09.2020 bearing back to back Parking lot number **Z-80 & 80 A on first level basement**. He has also corrected the parking lot number from W-80 & W 80A to **Z-80 and Z-80A on first level basement** on Agreement for Vehicle Parking which is a part of Electricity Agreement and Misc. Documents.

A scan copy of parking allotment letter dated 28.09.2020 and corrected Electrical Agreement and other documents consisting of Agreement for Vehicle Parking are attached for your record and reference.

This is for your record and reference.

The undersigned request all of you to ensure execution and registration of a sale deed/ lease deed/ sub-lease deed on or before 25.01.2021 in our favour without any failure on your part. All of you are called upon to share a draft of sale deed/ lease deed /sub-lease deed by 05.01.2021 for finalisation on our part.

This is without prejudice to our rights."

On Wed, Dec 30, 2020 at 7:04 PM vineet sinha <vineetadvocate@gmail.com> wrote:

"Dear Sirs/Madam,

Kind Atten: Mr. Pankaj Goel (Director Express Builders and Promoters Pvt. Ltd.), Mr. Vinay Goel (Director, Express Builders and Promoters Pvt. Ltd.); Mr. Kapil Saneja, Mr. Ajoy, Ms Nisha and all the Principal Officers of Express Builders and Promoters Pvt. Ltd.

This refers to the trailing mail and in respect of subject matter. This is to inform that while discussing with Mr. Kapil Saneja over phone yesterday, he confirmed that possession documents will be released to the undersigned today and the builder will execute and register a sale deed/ lease deed/ sub-lease deed by March, 2021. The undersigned is aware about the outstanding lease rent of about Rs. 38 Crores towards Noida Authority on the part of builder and discussed about this with Mr. Kapil.

The undersigned is of the considered opinion that there are other latches also on the part of the builder and because of the same the builder is delaying execution of sale deed/ lease deed/ sub-lease deed.

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The date of March, 2021 is too far and the undersigned request to execute and register the sale deed/ lease deed/ sub-lease deed by the end of January, 2021.

The undersigned request all of you to share a draft of sale deed/ lease deed /sub-lease deed by 05.01.2021 for finalization on our part.

This is without prejudice to our rights.”

On Wed, Dec 30, 2020 at 4:49 PM vineet sinha <vineetadvocate@gmail.com> wrote:

“Dear Sirs/Madam,

Kind Atten: Mr. Pankaj Goel (Director Express Builders and Promoters Pvt. Ltd.), Mr. Vinay Goel (Director, Express Builders and Promoters Pvt. Ltd.); Mr. Kapil Saneja, Mr. Ajoy, Ms Nisha and all the Principal Officers of Express Builders and Promoters Pvt. Ltd.

This refers to the trailing mail and in respect of subject matter. This is to inform that yesterday Mr. Ajoy from your office rang to the undersigned at about 6.17 PM and apprised that possession documents are ready and can be collected today. The undersigned visited your office and collected the following documents: -

1. Possession letter dated 28.09.2020;
2. Maintenance Agreement dated 28.09.2020; and
3. Electricity Agreement and Misc. Documents dated 28.09.2020.

Parking allotment letter was also ready but parking lot number was wrong over the same. The undersigned has been allotted parking lot number **Z-80 and Z-80A** on **first level basement**, while on parking allotment letter it was typed as W-80 and W-80A. Mr. Ajoy acknowledged the error in typing and stated that he will replace the same. Mr. Ajoy also apprised that on Electricity Agreement and Misc. documents parking lot is stated to be W-80 and W-80A instead of Z-80 and Z-80A and assured that he will correct the same at the time of delivery of fresh parking allotment letter. The undersigned is awaiting for issuance of fresh parking allotment letter bearing parking lot number **Z-80 and Z-80A** and correction in parking lot number in Electrical Agreement and Misc. Documents.

A scan copy of documents handed over to the undersigned today are attached for your record and reference.

Further, this is informed that Mr. Kapil Saneja also rang to the undersigned yesterday at about 6.40 PM and stated that builder will executed a sale deed/ lease deed/ sub-lease deed by March 2021. Mr. Kapil also stated that lease rent of about Rs. 38 Crores is outstanding towards Noida Authority, the builder will pay and then the Noida Authority will allow for registration of sale deed/ lease deed/ sub-lease deed and it will be registered in favour of flat owners including undersigned.

It is notified that the Undersigned is maintaining the sufficient bank balance to meet out the stamp duty and registration charges since the date of booking of flat and requesting all of you to execute and register a sale deed/ lease deed/ sub-lease deed immediately. The delay in execution and registration is on the part of builder.

This is for your record and reference.

The undersigned request all of you to share a draft of sale deed/ lease deed /sub-lease deed latest by 10.01.2021 for finalization on our part.”

On Tue, Dec 29, 2020 at 12:34 PM vineet sinha <vineetadvocate@gmail.com> wrote:

“Dear Sirs/Madam,

Kind Atten: Mr. Pankaj Goel (Director Express Builders and Promoters Pvt. Ltd.), Mr. Vinay Goel (Director, Express Builders and Promoters Pvt. Ltd.); Mr. Kapil Saneja, Mr. Ajoy, Ms Nisha and all the Principal Officers of Express Builders and Promoters Pvt. Ltd. 39

This refers to the trailing mail. Despite repeated requests and reminders, your response is still awaited on my request for execution of sub-lease deed. Despite my repeated requests, possession documents have not been released to the undersigned nor you have proceeded to execute a sale deed/ lease deed/ sub-lease deed in our favour. All of you may note that it is an illegal act including but not limited to being loss to exchequer and consequences shall follow.

All of you are informed that the undersigned met with Mr. Ajoy regarding the subject matter on 26.12.2020 at about 11.00 AM. Mr. Ajoy acknowledged the trail mail, apprised that you will not reply the trail mail. Mr. Ajoy further stated that as of now possession documents will not be released nor all of you are in progress to execute a sale deed/ lease deed/ sub-lease deed in our favour. The undersigned advised him to think over the stand taken by all of you and respond positively.

Mr. Ajoy just rang the undersigned and stated that the stand taken by all of you is the same.

The undersigned call upon all of you: -

- (i) To deliver a complete set of possession documents which were signed on 28.09.2020 before 02.01.2021;
- (ii) Execute and register a sale deed/ lease deed/ sub-lease deed by 11.01.2021 and share a draft of the same by 02.01.2021 for finalisation on our part.

The undersigned advise all of you to don't force me to escalate the issue any more. All of you are notified that if the needful is not done as called upon, the undersigned will initiate legal proceedings (criminal as well as in civil court) and all of you shall alone be liable for the consequences.

This email is "Without Prejudice" to our rights.

Vineet Sinha
Advocate, Supreme Court & Delhi High Court
306, C. K. Daphtary Block Chamber,
Tilak Lane, Supreme Court,
New Delhi
Phone: 9810989910

On Tue, Dec 22, 2020 at 4:23 PM vineet sinha <vineetadvocate@gmail.com> wrote:
Dear Mr. Pankaj Goel, Director, Express Builders and Promoters Private Limited &
Dear Mr. Vinay Goel, Director, Express Builders and Promoters Private Limited &
all the recipient of this mail (including Mr. Kapil Saneja, Mr. Ajoy etc.)

This refers to the trail mail. The undersigned is awaiting response to the trail mail.

"WITHOUT PREJUDICE"

Vineet Sinha
Advocate
Supreme Court & Delhi High Court
306, C.K. Daphtary Block, Tilak Lane,
Supreme Court, New Delhi-110 001

On Mon, Dec 14, 2020 at 2:06 PM vineet sinha <vineetadvocate@gmail.com> wrote:
Dear All,

We are the purchaser of a 3 BHK flat bearing No. F-01, Ground Floor, Express Zenith, Plot No. 2A, Sector-77, Noida with attached court yard and a back to back car parking slot on first basement level bearing No. Z-80 and 80A. The entire payment, as demanded by you in offer of possession

550
cum final demand letter dated 09.09.2020, was made in the month of September, 2020 and possession thereof was handed over to us on 28.09.2020. At the time of handing over possession we were asked to sign a comprehensive set of documents including Possession letter, Maintenance Agreement, Electricity Agreement etc. etc. You also took 3 stamp papers of Rs. 10/- each from us before handing over possession. Two signed set of documents were taken by you before handing over possession and possession of the flat were handed over to us. You assured that a complete set of documents will be handed over to us within two or three days after signing by your authorised signatory.

A set of aforesaid documents and detail of documents have not been provided to us till date despite several requests and reminders.

Further at the time of our consent to purchase the flat, we were assured that you have all the clearances from the authority and the flat shall be registered in our name immediately. The registry of flat in our name was/ is a condition to purchase the flat. However till date, you have not executed a conveyance deed/ lease deed/ sub-lease deed in our favour despite several requests and reminders. No transparency is being maintained from your side despite reminders since the time full payment was received by you. We are consistently maintaining sufficient funds to meet our stamp duty and registration expenses since the date, we consented to purchase the flat and entered into an agreement to purchase the flat.

Under the aforesaid circumstances, we call upon you to: -

1. Handover a complete set of documents signed by us at the time of handing over possession of flat to us including Possession Letter, Maintenance Service Agreement, Electricity Agreement etc. etc. within three (3) days;
2. Execute a conveyance deed/ lease deed/ sub-lease deed in our favour within 15 days from today. In the meantime a draft of conveyance deed/ lease deed/ sub-lease deed be shared with us for finalisation from our side.

We request and advice you to comply as called upon in the present mail without any failure.

This mail is being issued without prejudice to all our rights and contentions.”

Vineet Sinha
Advocate
Supreme Court & High Court

Contact no.:- 9810989910

for self and Mrs. Pallavi Swarup Sinha (Co-Owner)

--
Vineet Sinha
Advocate
Supreme Court & High Court

Contact no.:- 9810989910

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Vineet Sinha
Advocate
Supreme Court & High Court

Contact no.:- 9810989910

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Vineet Sinha
Advocate
Supreme Court & High Court

Contact no.:- 9810989910

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Vineet Sinha
Advocate
Supreme Court & High Court

Contact no.:- 9810989910

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Advocate
Supreme Court & High Court

Contact no.:- 9810989910

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Vineet Sinha
Advocate
Supreme Court & High Court

Contact no.:- 9810989910

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Vineet Sinha
Advocate
Supreme Court & High Court

Contact no.:- 9810989910

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भारतीय गैर न्यायिक

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भारत

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INDIA

INDIA NON JUD

FIFTY
RUPEES

Rs. 50

UTTAR PRADESH

T 975057



Stamp Duty Paid in Cash Certificate in favour of

*M/S Express Builders & Promoters Pvt. Ltd.
New Delhi*

In Pursuance of the order of the Collector

No. *122/10* Dated *31/8/10* Passed under

Section 10-A of the Stamp Act, it is certified that

an amount of Rs. *24754.50* has

(In words Rs. *Two Thake forty Seven lac Fifty Four*

has been Paid in Cash as stamp Duty in respect

of this Instrument in the State Bank of India

Treasury/Sub Treasury of *Noida*

by Challan No. *104/129* Dated *28.8.10*

a Copy of Which is annexed herewith.

Thousand Five hundred only

Date *31-8-2010*

Officer-in-Charge
Treasury

Gautam Budh Nagar

ATTACHED WITH THE LEASE DEED OF GROUP HOUSING
PLOT NO. GH-02/A SECTOR-77, NOIDA, DISTT. GAUTAM
BUDH NAGAR (U.P.)

LESSOR

For Express Builders And Promoters (P) Ltd.

LESSEE

Director

TRUE COPY

UTTAR PRADESH

T 975057

Stamp Duty Paid in Cash Certificate in favour of M/s Express Builders & Promoters Pvt. Ltd., New Delhi

In pursuance of the order of the Collector No. RMO Dated 31/8 passed under Section 10.A of the Stamp Act. It is certified that an amount of Rs. 24754500=00 (in words Rs. Two Crore Forty Seven Lac Fifty Four Thousand Five hundred only) has been Paid in Cash Stamp Duty in Respect of this Instrument in the State Bank of India/Treasury/Sub Treasury of NOIDA by Challan No. N-104129 Dated 28.8.10 a Copy of which is annexed herewith.

Date 31.8.2010

Sd/-

31-8-2010

Office-in-Charge

Treasury

Gautam Budh Nagar

Attached with the Lease Deed of Group Housing Plot No. GH-02/A
SECTOR-77, NOIDA, DISTT. GAUTAM BUDH NAGAR (U.P.)

SD/-

SD/-

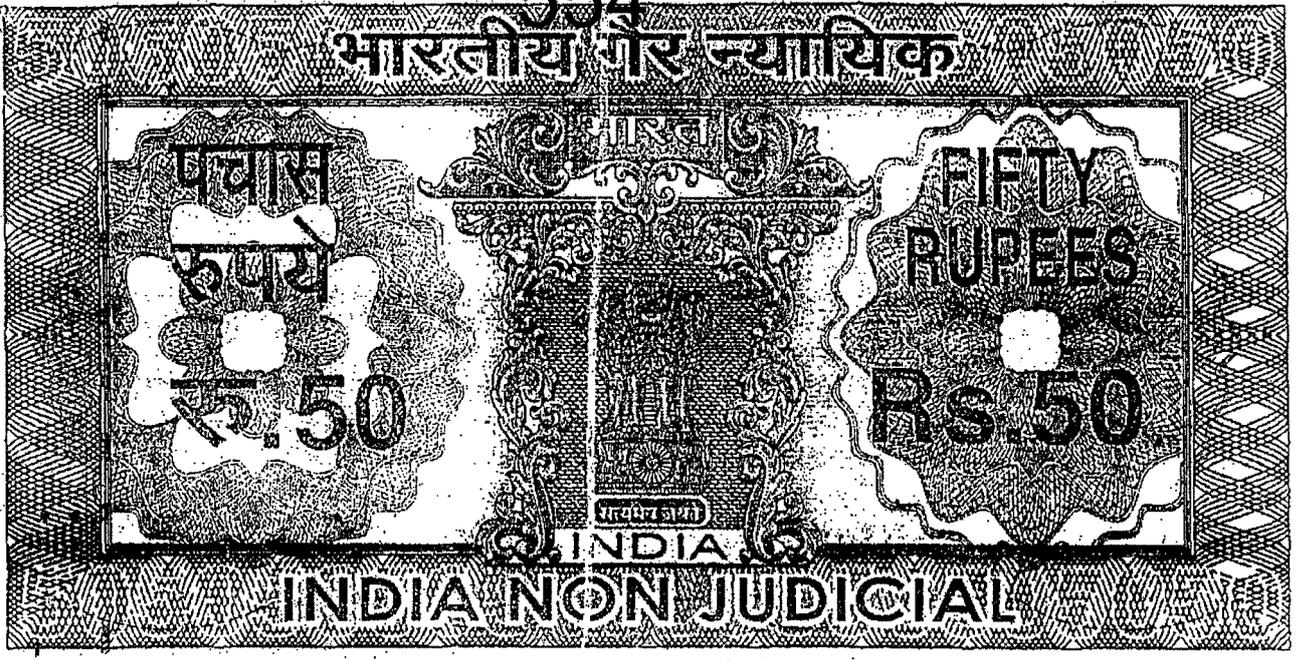
LESSOR

LESSEE

TRUE COPY

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उत्तर प्रदेश UTTAR PRADESH

V 858780

ATTACHED WITH THE LEASE DEED OF GROUP HOUSING
 PLOT NO. GH-02/A SECTOR-77, NOIDA, DISTT. GAUTAM
 BUDH NAGAR (U.P.)

[Handwritten Signature]

LESSOR

For Express Builders And Promoters (P) Ltd.

[Handwritten Signature]

LESSEE

Director

TRUE COPY

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LEASE DEED

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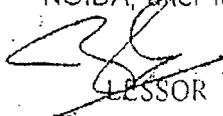
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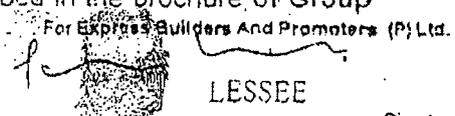
This Lease Deed made on 1st day of SEPTEMBER, 2010 (Two thousand and ten) between the NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) hereinafter called the Lessor which expression shall unless the context does not so admit, include its successors, assigns of the one part and M/s EXPRESS BUILDERS AND PROMOTERS PRIVATE LIMITED, a Special Purpose Company, within the meaning of Companies Act, 1956, having its registered office at 810, SURYA KIRAN BUILDING, 19, KASTURBA GANDHI MARG, CONNAUGHT PLACE, NEW DELHI-110001, through its Authorized Signatory SHRI. PANKAJ GOEL S/O SHRI. JAI BHAGWAN GOEL R/O B-177, GREATER KAILASH PART-I, NEW DELHI-110048, duly authorized by the Board of Directors vide Resolution dated 13.07.2010 hereinafter called the Lessee (which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns), of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the Plot No GH-02/A Sector-77 NOIDA (Sub Divided Plot of Plot No. GH-02 Sector-77) on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the set backs and building plan approved by the lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the CONSORTIUM CONSISTING OF- M/s EXPRESS PROJECTS PVT. LTD (LEAD MEMBER); M/s CIVITECH HOUSING INDIA PVT. LTD. (RELEVANT MEMBER), M/s H. R. ORACLE DEVELOPERS (RELEVANT MEMBER), M/s GULSHAN HOMZ PVT. LTD. (RELEVANT MEMBER), M/s AGARWA ASSOCIATES (PROMOTERS) LTD. (RELEVANT MEMBER) & M/s SUNGLOW BUILDERS PVT. LTD. (RELEVANT MEMBER) the plot NO. GH-02, SECTOR-77, NOIDA, after fulfilling the terms and conditions prescribed in the brochure of Group


LESSOR


LESSEE
For Express Builders And Promoters (P) Ltd.
Director

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Housing Scheme Code GH-2010 (II) and its corrigendums, vide Reservation Letter No. NOIDA/GHP/GH-2010(II)/2010/5399 dated 29/03/2010 and Allotment Letter No. NOIDA/GHP/GH-2010(II)/2010/5639 dated 31/03/2010 & for the development and marketing of Group Housing Pockets/ Flats on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.

AND WHEREAS the lessor approved the sub division of Group Housing Plot No. GH-02, Sector-77 as GH-02/A, Sector-77 (admeasuring to 21,700.00 sq mtr), GH-02/B, Sector-77 (admeasuring to 20,000.00 sq mtr) and GH-02/C, Sector-77 (admeasuring to 20,500.00 sq mtr) and the name and status of M/s EXPRESS BUILDERS AND PROMOTERS PRIVATE LIMITED, as Special Purpose Company, on the request of consortium members (as mentioned above), in accordance with the Clause-C-8(e) of the brochure of the scheme, to develop and marketing the project on demarcated plot No. GH-02/A, Sector-77, NOIDA measuring 21,700.00 sq. mtrs vide letter No. NOIDA/GHP/GH-2010(II)/2010/9786 dated 23rd AUGUST, 2010.

AND WHEREAS the lessee is a Special Purpose Company comprising of-

LIST OF DIRECTORS

SL. NO.	NAME	RESIDENCE ADDRESS
1	Shri Vinay Goel S/o Late Shri J.B. Goel	B-177, Greater Kailash-I, New Delhi-110048.
2	Shri Pankaj Goel S/o Late Shri J.B. Goel	B-177, Greater Kailash-I, New Delhi-110048.

LIST OF MEMBERS/ SHAREHOLDERS

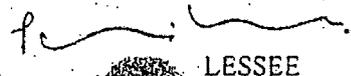
SL. NO.	NAME OF MEMBERS/ SHAREHOLDER	% OF SHAREHOLDING
1	M/s Express Projects Private Limited.	72.22%
2	M/s Agarwal Associates (Promoters) Limited.	27.78%

And it has been represented to the lessor that the Special Purpose Company members have agreed amongst themselves that M/s EXPRESS PROJECTS PVT. LTD. (LEAD MEMBER); having its registered office at 810, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001 shall remain always be the Lead Member of the Special Purpose Company and whose shareholding in the Special Purpose Company shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is

For Express Builders And Promoters (P) Ltd.


LESSOR

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LESSEE

Director



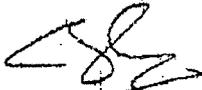
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obtained from the Lessor (Authority). However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" shall continue to hold at least 51.00% of the shareholding and the "Lead member" shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

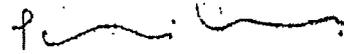
II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total premium of ₹.45,00,79,700.00 (Rupees Forty Five Crore Seventy Nine Thousand Seven Hundred only) out of which 10% of i.e. ₹.4,50,07,970.00 (Rupees Four Crore Fifty Lac Seven Thousand Nine Hundred Seventy only) which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance 90% premium i.e. ₹. 40,50,71,730.00 (Rupees Forty Crore Fifty Lac Seventy One Thousand Seven Hundred Thirty only) of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

SL NO	DUE DATE	INSTALMENT (in ₹.)	INTEREST (in ₹.)	TOTAL (in ₹.)
1	30.09.2010	--	22278946	22278946
2	30.03.2011	--	22278946	22278946
3	30.09.2011	--	22278946	22278946
4	30.03.2012	--	22278946	22278946
5	30.09.2012	25316984	22278960	47595944
6	30.03.2013	25316984	20886525	46203509
7	30.09.2013	25316984	19494090	44811074
8	30.03.2014	25316984	18101655	43418639
9	30.09.2014	25316984	16709220	42026204
10	30.03.2015	25316984	15316785	40633769
11	30.09.2015	25316984	13924350	39241334
12	30.03.2016	25316984	12531915	37848899
13	30.09.2016	25316984	11139480	36456464
14	30.03.2017	25316984	9747045	35064029
15	30.09.2017	25316984	8354610	33671594
16	30.03.2018	25316984	6962175	32279159
17	30.09.2018	25316984	5569740	30886724
18	30.03.2019	25316984	4177305	29494289
19	30.09.2019	25316984	2784870	28101854
20	30.03.2020	25316984	1392435	26709419


LESSOR

For Express Builders And Promoters (P) Ltd.


LESSEE

Director



In case of default in depositing the installments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

All payment should be made through a demand draft/pay order drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/Noida. The Lessee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order.

Premium referred to in this document means total amount payable to the Lessor for the allotted plot.

All payments should be remitted by due date. In case the due date is a bank holiday then the lessee should ensure remittance on the previous working day.

The payment made by the lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.

In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land.

The amount deposited by the lessee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the lessee contrary to this will be entertained.

A. EXTENSION OF TIME

1. Extension of time, normally, shall not be allowed for more than 60 days for each instalment to be deposited, subject to a maximum of three (3) such extensions during the entire payment schedule.
2. For the purposes of arriving at the due date, the date of issuance of the Allotment Letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the

For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE

Director

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Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the lessee that plot of land numbered as Group Housing Plot No.GH-2/A, Sector-77, in the NOIDA, Distt. Gautam Budh Nagar (U.P.) contained by measurement 21,700.00 Sq. mtrs. be the same a little more or less and bounded:

On the North by	:	As per Site
On the South by	:	As per Site
On the East by	:	As per Site
On the West by	:	As per Site

And the said plot is more clearly delineated and shown in the attached plan and therein marked red.

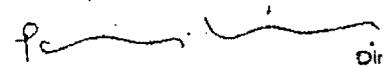
TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the lessee for the term of 90 (ninety) years commencing from 1st SEPTEMBER, 2010 except and always reserving to the Lessor.

- a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
- b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining removing and enjoy the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide


LESSOR

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For Express Builders And Promoters (P) Ltd.


Director
LESSEE



the amount of reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

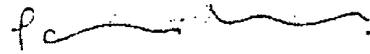
(ii) AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

a) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month of MARCH for each year the yearly lease rent indicated below:-

- (i) The lessee has paid ₹. 45,00,797.00 as lease rent being 1% of the plot premium for the first year of lease period.
- (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of the lease deed and thereafter, every year, on or before the last date of the previous financial year.
- (iv) Delay in payment of the advance lease rent will be subject to an interest @14% per annum compounded half yearly on the defaulted amount and for the defaulted period.
- (v) The Lessee will have the option to pay lease rent equivalent to 11 years @1% per year i.e. equivalent to 11% of the total premium of the plot as "One Time Lease Rent" unless the NOIDA decides to withdraw this facility. On payment of "One Time Lease Rent", no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the allottee has paid the earlier lease rent due and lease rent already paid will not be adjusted in the "One Time Lease Rent" option.


LESSOR

For Express Builders And Promoters (P) Ltd.

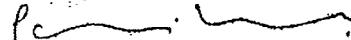

LESSEE Director

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- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the lessor. But in such case of extension of time an interest @ 14% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case lessee fails to pay the above charges it would be obligatory on the part or its members/ sub lessee to pay proportional charges for the allotted areas.
- c) The Lessee shall use the allotted plot for construction of Group Housing. However, the lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements of building bye-laws and prevailing and under mentioned terms & conditions to the lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.
- i) Such allottee/sub lessee should be citizen of India and competent to contract.
 - ii) Husband/wife, and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.
 - iii) The permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer.


LESSOR

For Express Builders And Promoters (P) Ltd.


LESSEE

Director



However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The lessee will also be required to pay transfer charges as per the policy prevailing, at the time of such permission of transfer.

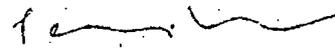
The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub-lease deed which shall be executed in a form and format as prescribed by the lessor. On the fulfillment of the following conditions:-

- a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent.
- b) Every sale done by the lessee shall have to be registered before the physical possession of the property is handed over.
- c) The Lessee has obtained building occupancy certificate from Building Cell, NOIDA.
- d) The lessee shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate.
- e) The Lessee shall have to execute sub lease in favour of the individual allottees for the developed flats/plots in the form and format as prescribed by the LESSOR.
- f) The Sub-Lessee undertakes to put to use the premises for the residential use only.
- g) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rate basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between lessor, lessee and proposed transferee (sub-lessee). The Lessee/ sub lessee shall also ensure adherence to the building regulations and directions of the lessor. The lessee as well as sub lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the lessor/ Government of U.P.


LESSOR

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For Express Builders And Promoters (P) Ltd.


LESSEE Director



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- h) The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1st sub-lessee shall be allowed without any transfer charges but sub lease deed will be executed between the lessor & Lessee and allottee. However, a processing fee of the Rs. 1000/- will be payable at the time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of sub-lease deed.
- i) Every sale done by the lessee shall have to be registered before the physical possession of the flat/plot is handed over.
- j) Without obtaining the completion certificate, the lessee shall have option upto 30.09.2010 to divide the allotted plot and to sub-lease the same with the prior approval of NOIDA on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 20,000 sq. mtrs.
- k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

NORMS OF DEVELOPMENT

- a. The Lessee is allowed to develop the plots/construct the flats subject to achieving the density with the following norms.

Maximum permissible Ground Coverage	40 %
Maximum permissible FAR	2.75
Set backs	As per Building Bye-laws
Maximum Height	No Limit

- b. The Set Backs (front and other three sides) shall be allowed as per Building Bye Laws and Regulation Prevailing at present.
- c. The ground coverage, FAR, Set Back, Height, Green Area & Parking shall be allowed as per terms and conditions of brochure/ allotment /lease deed and the Building Regulations and Bye-laws of the NOIDA.

LESSOR

9

LESSEE

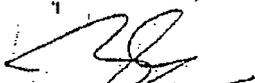
Director

TRUE COPY

CONSTRUCTION

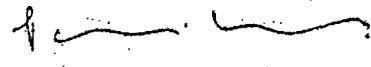
22

1. The allottee is required to submit building plan together with the master plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 12 months from the date of possession. Date of execution of lease deed(s) shall be treated as the date of possession. The Lessee/Sub-lessee(s) shall be required to complete the construction of group housing pockets on allotted plot as per approved layout plan and get the completion/occupancy certificate issued from Building Cell Department of the NOIDA in maximum 5 phases within a period of 7 years from the date of execution of the lease deed(s). The lessee/Sub-lessee(s) shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/completion certificate of the first phase accordingly issued from the building cell of the NOIDA within a period of three years from the date of execution of lease deed/Sub-lease deed.
2. The allottee shall make the provisions for the development of community facilities such as school, dispensary, milk-booth, community centre, electric sub-station, water storage tank, bus/taxi stand etc. as per the provisions of the Master Plan and Building Bye-Laws of the NOIDA.
3. All the peripheral/external development works as may be required to be carried out, including the construction of approach roads, drains, culverts, electricity distribution/transmission lines, water supply, sewerage etc. will be provided by the Lessor / NOIDA. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee/Sub-lessee(s).
4. Without prejudice to the NOIDA's right of cancellation, the time for the completion of the Project can be extended for a maximum period of another three years only with penalty as under:
 - For first year the penalty shall be 4% of the total premium of the plot.
 - For second year the penalty shall be 5% of the total premium of the plot.


LESSOR

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For Express Builders And Promoters (P) Ltd.



LESSEE

Director



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- For third year the penalty shall be 6% of the total premium of the plot. Extension for more than three years, normally will not be permitted.
5. In case the Lessee/Sub-lessee(s) does not construct building within the time provided including the extension granted, if any, for the above, the lease deed/sub-lease deed, as the case may be, shall be liable to be cancelled. Lessee/Sub-lessee(s) shall lose all rights to the allotted land and buildings appurtenant thereto.
 6. The lessee/Sub-lessee(s) may implement the project in maximum of five phases and the occupancy certificate/completion certificate shall be issued by the NOIDA phase wise accordingly, enabling them to do phase-wise marketing.

MORTGAGE

The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/ financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Lessee/Sub-lessee(s) should have valid time period for construction as per terms of the lease deed/sub-lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The Lessee/Sub-lessee(s) will submit the following documents:

- a. Sanction letter of the scheduled Bank/Govt. organization/ financial institution approved by the Government of India.
- b. An affidavit on non-judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorised construction and commercial activities on the Residential Area (Group Housing).
- c. Clearance of upto date dues of the NOIDA.

NOIDA shall have the first charge on the plot towards payment of all dues

of NOIDA.

LESSOR

For Express Builders And Promoters (P) Ltd.

LESSEE Director

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Provided that in the event of sale or foreclosure of the mortgaged/charged property, the NOIDA shall be entitled to claim and recover such percentage, as decided by the NOIDA, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge. The decision of the NOIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The NOIDA's right to the recovery of the unearned increase and the preemptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

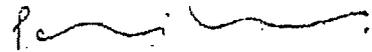
TRANSFER OF PLOT

Without obtaining the completion certificate the lessee/ sub-lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per the planning norms of the NOIDA and to transfer the same to the interested parties upto 30.09.2010 or till the extended date, if any, with the prior approval of the NOIDA on payment of transfer charges @ 2% of the allotment rate. However, the area of each of such sub-divided plot should not be less than 20,000 sq. mtrs. However, individual flat will be transferable with prior approval of the NOIDA as per the following conditions:-

- (i) The dues of the NOIDA towards the cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed/sub-lease deed before executing of sub-lease deed of the flat.
- (ii) The lease deed/sub-lease deed has been duly executed.
- (iii) Transfer of the flat will be allowed only after obtaining the temporary occupancy/ completion certificate for the respective phase by the Lessee/sub-lessee.
- (iv) The sub-lessee of the individual flat undertakes to put to use the premises for the residential use only.


LESSOR

For Express Builders And Promoters (P) Ltd.


LESSEE Director

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- (v) First sale of a flat to an individual allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee/ sub-lessee to the NOIDA in writing. No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the NOIDA.
- (vi) Rs. 1000/- shall be paid as processing fee in each case of sale of a flat in addition to the applicable transfer charges.
- (vii) Every sale done by the lessee shall have to be registered before the physical possession of the property is handed over.

MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee/Sub-lessee shall not use flat for any purpose other than for residential purposes.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises alongwith structures thereon, if any, shall be resumed by the NOIDA.

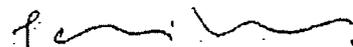
The Lessee/Sub-lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor / the NOIDA and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor / the NOIDA requiring him to do so, correct such deviations as aforesaid.

If the Lessee/Sub-lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor/ the NOIDA to cause such deviation to be corrected at the expense of the Lessee/Sub-lessee who hereby agrees to reimburse by paying to the Lessor/ the NOIDA such amounts as may be fixed in that behalf.


LESSOR

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For Express Builders And Promoters (P) Ltd.



Director

LESSEE



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LIABILITY TO PAY TAXES

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The Lessee/Sub-lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth's oils, quarries on or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s)/flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer/ Lessor on the amount of such compensation shall be final and binding on the lessee/sub-lessee.

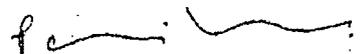
MAINTENANCE

1. The Lessee/Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Lessee/Sub-lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
 - a) in a state of good condition to the satisfaction of the Lessor at all times.
 - b) and to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe.


LESSOR

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For Express Builders And Promoters (P) Ltd.


LESSEE

Director

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condition according to the convenience of the inhabitants of the place.

3. The Lessee/Sub-lessee(s) shall abide by all regulations, Bye-laws, Directions and Guidelines of the NOIDA framed/issued under section 8,9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of the NOIDA, the NOIDA shall have the right to impose such penalty as it may consider just and expedient.
5. The lessee/sub-lessee(s) shall make such arrangements as are necessary for the maintenance of the buildings and common services and if the buildings are not maintained properly the NOIDA will have the power to get the maintenance done through any other agency and recover the amount so spent from the lessee/sub-lessee(s). The lessee/sub-lessee(s) will be individually and severally liable for payment of the maintenance amount. The rules/regulations of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee/sub-lessee(s). No objection to the amount spent for the maintenance of the buildings by the lessor shall be entertained and decision of the NOIDA in this regard shall be final.

CANCELLATION OF LEASE DEED

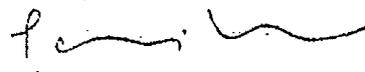
In addition to the other specific clauses relating to the cancellation, the NOIDA will be free to exercise its right of cancellation of allotment/lease/sub-lease in the case of :

1. Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud.


LESSOR

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For Express Builders And Promoters (P) Ltd.


LESSEE

Director

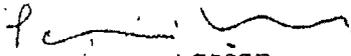
2. Any violation of the directions issued or rules and regulations framed by any Authority or by any statutory body.
3. Default on the part of the Lessee/Sub-lessee for breach/violation of the terms and conditions of the registration/allotment/lease/sub-lease and/or non-deposit of the allotment amount.
4. If at the same time of such cancellation, the plot is occupied by the Lessee/sub-lessee, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the NOIDA with structure(s) thereon, if any, and the Lessee/sub-lessee will have no right to claim any compensation thereof. The balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in para 1 above, the entire amount deposited by the Lessee/sub-lessee, till the date of cancellation shall be forfeited by the NOIDA and no claim whatsoever shall be entertained in this regard.

OTHER CLAUSES

1. The NOIDA / Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub-lease deed from time to time, as may be considered just and expedient and approved by the NOIDA.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the NOIDA shall be final and binding on all concerned.
3. If due to any "Force Majeure" or such circumstances beyond the control of the NOIDA, the NOIDA is unable to make allotment or facilitate the Lessee/sub-lessee(s) to undertake the activities in pursuance of the executed lease deed/sub-lease deed, the deposits depending on the stages of payments, will be refunded without any interest.


LESSOR

For Express Builders And Promoters (P) Ltd.


LESSEE

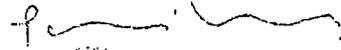
Director


TRUE COPY

4. If the Lessee/sub-lessee(s) commit any act of omission on the demised premises resulting in nuisance, it shall be lawful for the NOIDA to ask the Lessee/Sub-lessee to remove the nuisance within a reasonable period, failing which the NOIDA shall itself get the nuisance removed at the Lessee's/Sub-lessee's cost and charge damages from the Lessee/Sub-lessee for the period of subsistence of the nuisance.
5. Any dispute between the NOIDA and Lessee/ Sub-Lessee(s) shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad
6. The Lease Deed/Sub-Lease Deed will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/or regulations made or directions issued, under this Act.
7. The NOIDA will monitor the implementation of the project. Tenderers who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
8. The Lessee/Sub-lessee shall be liable to pay all taxes/ charges leviable from time to time by the NOIDA or any other Authority duly empowered to levy the tax/charges.
9. Dwelling unit flats shall be used for the residential purpose only. Default, if any, renders the lease/sub-lease liable to cancellation and the Lessee/sub-lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for the purposes other than the community requirements.
11. All arrears due to the Lessor/lessee/sub-lessee would be recoverable as arrears of land revenue.
12. The Lessee/sub-lessee shall not be allowed change his role, otherwise the lease/sub-lease shall be cancelled and entire money deposited shall be forfeited.
13. The NOIDA in larger public interest may take back the possession of the land/building by making payment at a reasonable rate as decided by the


LESSOR

For Express Builders And Promoters (P) Ltd.



LESSEE

Director

NOIDA, whose decision in this regard shall be final and binding on the lessee/sub-lessee(s).

14. In case the NOIDA is not able to give possession of any plot or any part thereof in any circumstances, the deposited money against that part will be refunded to the allottee without any interest.

15. All other terms and conditions of the Brochure of the Scheme and the Allotment Letter will be applicable and binding upon the Lessee / Sub Lessee

IN WITNESS WHEREOF the parties have see their hands on the day and in the year herein first above written.

In presence of:

Witnesses.

Vinay goel

1. VINAY GOEL S/O Sh. J.B. GOEL,
B-177, GREATER KAILASH, PART-I,
NEW DELHI-110048

Signed and delivered
for and on behalf of LESSOR

[Signature]

For Express Builders And Promoters (P) Ltd.

[Signature]

Director

For and on behalf of the LESSEE

Ajay Kumar

2. AJAY KUMAR S/O Sh. KRISHAN KUMAR
C-94, EAST OF KAILASH,
NEW DELHI-110065



Certified that this true and extract copy of the original in all respect.

[Signature]

LESSOR

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For Express Builders And Promoters (P) Ltd.

[Signature]

Director

LESSEE

[Signature]

TRUE COPY

573

PLOT NO. GH-01

31

303000

EXPRESS PROJECTS PVT LTD

For Aggrawal Associates (Promoters) Ltd

Authorised Signatory

AGGRAWAL ASSOCIATES (PROMOTERS) LTD

For CIVITECH HOUSING INDIA PVT LTD

Director

CIVITECH HOUSING INDIA PVT LTD

For Gulshan Homz Pvt Ltd

Authorised Signatory

GULSHAN HOMZ PVT LTD

For HR ORACLE DEVELOPERS

Authorised Signatory

HR ORACLE DEVELOPERS

For SUNGLOW BUILDERS (P) LTD

Authorised Signatory

SUNGLOW BUILDERS PVT LTD

Director

PLOT NO. GH-03

For Express Builders And Promoters (P) Ltd.

111973

191027

GH-02/B

AREA=20,000 SQM

SPC OF HR ORACLE DEVELOPERS AND SUNGLOW BUILDERS PVT LTD

AREA=21,700 SQM

GH-02/A

SPC OF EXPRESS PROJECTS PVT LTD AND AGGRAWAL ASSOCIATES (PROMOTERS) LTD

GH-02/C

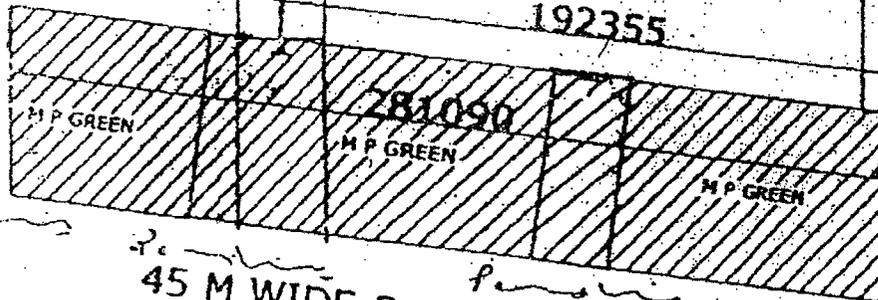
191036

AREA=20,500 SQM

SPC OF CIVITECH HOUSING INDIA PVT LTD AND GULSHAN HOMZ PVT LTD

112735

192355



45 M WIDE ROAD

45 M WIDE ROAD

PLOT NO. GH-02 SECTOR 77 NOIDA

PI OT AREA=62,200 SQM

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574

नवीन ओखला औद्योगिक विकास प्राधिकरण

मुख्य प्रशासनिक भवन, सैक्टर-6, नौएडा।

पत्र सं० नौएडा/गु०हा०/2021/ 187

दिनांक 31/5/21

प्रेषक—

सहायक महाप्रबन्धक (गु०हा०)
नौएडा।

सेवा में,

जिलाधिकारी,
गौतमबुद्धनगर।

विषय— जन सुनवाई के अर्न्तगत आनलाईन प्राप्त शिकायत सं०—
IGRS 60000210053734 के निस्तारण के संबंध में।

महोदय,

कृपया www.jansunwai.up.nic.in पर Sh. Vineet Sinha द्वारा शिकायत दर्ज करायी गई है जो सीधे लोक शिकायत अनुभाग मुख्यमंत्री कार्यालय से संचालित है।

संदर्भित शिकायत में शिकायतकर्ता Sh. Vineet Sinha द्वारा शिकायत की गई है कि इनके द्वारा प्रमोटर को फ्लेट सं०.F-001, के सापेक्ष पूर्ण भुगतान किये जाने के उपरांत भी उनके फ्लैट का उप पट्टा प्रलेख का निष्पादन नहीं कराया जा रहा है।

उपरोक्त के संबंध में अवगत कराना है कि प्रमोटर को आवंटित भूखण्ड के विरुद्ध जमा धनराशि के सापेक्ष उप पट्टा प्रलेख की अनुमति प्रदान की गई है, जिसमें इनके द्वारा पूर्ण उप पट्टा प्रलेख का निष्पादन करा लिया है। प्रमोटर द्वारा वर्तमान में प्राधिकरण की देयता का भुगतान न करने के कारण उप पट्टा प्रलेख की अनुमति प्रदान नहीं की गई है। प्रमोटर द्वारा देयता का भुगतान किये जाने के क्रम में प्राधिकरण द्वारा उसी अनुपात में उप पट्टा प्रलेख निष्पादन की अनुमति प्रदान कर दी जायेगी। इस संबंध में प्राधिकरण द्वारा प्रति फ्लेट रजिस्ट्री की नीति के अर्न्तगत कार्यवाही की जायेगी।

सहायक महाप्रबन्धक (गु०हा०)

प्रतिलिपि—

1. प्रभारी आई०जी०आर०एस० सैल, नौएडा को इस अनुरोध के साथ प्रेषित कि उपरोक्त तथ्यों के दृष्टिगत संदर्भित शिकायत सं०. IGRS 60000210053734 निक्षेपित करने का कष्ट करें।
2. Sh. Vineet Sinha, R/o- 306, C.K. Daphatry Block, Tilak Lane, PS Tilak Marg, Supreme Court, New Delhi-110001.
- 3- M/S EXPRESS BUILDERS & PROMOTERS PVT LTD. 810, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001 को इस निर्देश के साथ प्रेषित कि प्राधिकरण की देयता का भुगतान करते हुए शिकायतकर्ता की उक्त शिकायत का अविलम्ब निस्तारण करना सुनिश्चित करें।


सहायक महाप्रबन्धक (गु०हा०)

Translated Copy

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY
Administrative Building, Sector-6, Noida

Letter No. Noida/G.H./ 2021/167

Dated: 31.05.2021

Sender

Assistant General Manager (G.H.)

Noida

To,

District Magistrate,

Gautam Budh Nagar

Sub.: Disposal of complaint No. IGRS60000210053734 received online under public hearing.

Sir,

Please be informed that Shri Vineet Sinha has filed a complaint on www.jansunwai.up.nic.in which is being operated by the Public Complaints Cell of Chief Minister Officer.

Complainant Shri Vineet Sinha has stated in subject complaint that he has paid entire sale consideration to the Promoter for purchase of Flat No. F-001 but the Promoter is not executing Sub-Lease Deed in his favour.

In this regard this is to inform that the promoter has been permitted to execute sub lease deed in proportion to the amount deposited by it in respect of allotted plot and the promoter has executed the sub lease deed

in respect thereof. Presently the promoter has not been permitted to execute sub lease deed for want of payment of dues by it to the Authority. Upon payment of dues by the promoter to the Authority, the Authority will permit the promoter to execute sub lease deed in the same proportion. In this regard the Authority will proceed under the policy for registration of a flat.

Sd/-

Assistant General Manager (G.H.)

Copy to: -

1. Incharge, IGRS Cell, Noida with request to dispose off the subject complaint No. IGRS 60000210053734 in view of the aforesaid facts.
2. Sh. Vineet Sinha, R/o 306, C.K. Daphtary Block, Tilak Lane, PS Tilak Marg, Supreme Court, New Delhi-110001.
3. Express Builders and Promoters Private Limited 810, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Marg, New Delhi-110001 with directions to redress the subject complaint of Complainant forthwith by making payment of dues of the Authority.

Sd/-

Assistant General Manager (G.H.)

[Skip to Navigation](#) [Skip to Main Content](#) [Site map](#)

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Case Status

- Party Name
- Case Number
- Filing Number
- Advocate
- FIR Number
- Act
- Case Type

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Chief Judicial Magistrate Case Details

Case Type	WARRANT OR SUMMONS CRIMINAL CASE
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Filing Number	13106/2022	Filing Date	16-02-2022
Registration Number	7359/2022	Registration Date:	16-02-2022
CNR Number	UPLK040131512022 (Note the CNR number for future reference)		View QR Code / Cause Title

Case Status

First Hearing Date	05th April 2022
Next Hearing Date	20th October 2023
Case Stage	Appearance
Court Number and Judge	77-SPL.JM POLLUTION

Petitioner and Advocate

1) U.P. POLLUTION CONTROL BOARD
Advocate- NA

Respondent and Advocate

1) M/S EXPRESS ZENITH THR. VINAY GOYAL

Acts

Under Act(s)	Under Section(s)
WATER (PREVENTION AND CONTROL OF POLLUTION) ACT	43,44

Case History

Judge	Business on Date	Hearing Date	Purpose of Hearing
SPL.JM POLLUTION	05-04-2022	23-05-2022	F. O.
SPL.JM POLLUTION	23-05-2022	18-07-2022	F. O.
SPL.JM POLLUTION	18-07-2022	27-09-2022	Appearance
SPL.JM POLLUTION	27-09-2022	13-12-2022	Appearance
SPL.JM POLLUTION	13-12-2022	06-03-2023	Appearance
SPL.JM POLLUTION	06-03-2023	18-04-2023	Appearance
SPL.JM POLLUTION	18-04-2023	13-06-2023	Appearance

Judge	Business on Date 579	Hearing Date	Purpose of Hearing
SPLJM POLLUTION	13-06-2023	19-08-2023	Appearance
SPLJM POLLUTION	19-08-2023	20-10-2023	Appearance

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Last reviewed and updated on : 21 October 2022

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