

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPLE BENCH, NEW DELHI
OA. NO. 1346/2024**

IN THE MATTER OF:

Lal Bachan Rai

...Applicant

Versus

Environment Forest and Climate Change

Department Government of Uttar Pradesh And Ors.

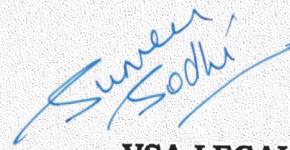
...Respondents

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THROUGH


VSA LEGAL

ADVOCATES FOR THE PROJECT PROPONENT/ Respondent No.7

32, GROUND FLOOR

UDAY PARK, SOUTH EXTENSION PART - II

NEW DELHI - 110049

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New Delhi

Date: 01.12.2025

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPLE BENCH, NEW DELHI
OA. NO. 1346/2024**

IN THE MATTER OF:

Lal Bachan Rai

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Environment Forest and Climate Change

Department Government of Uttar Pradesh And Ors.

...Respondents

**REPLY ON BEHALF OF THE PROJECT PROPONENT/ RESPONDENT NO.7
TO THE REPORT OF THE ORIGINAL APPLICATION.**

MOST RESPECTFULLY SHOWETH:

1. The present Reply is being filed on behalf of Respondent No. 7 (hereinafter referred to as the '**Project Proponent**') in response to the Original Application preferred by the Applicant under Section 14 and 15 of the National Green Tribunal Act, 2010 pursuant to Order dated 19.08.2025 of this Hon'ble Tribunal. The present reply is being filed through Mr. R.K. Aggarwal, S/o Late Babu Banarasi Das who has been duly authorised on behalf of the Project Proponent in this regard *vide* Board Resolution dated 10.04.2023. True copy of Board Resolution dated 10.04.2023 is annexed herewith as **ANNEXURE R-1**.
2. The present Reply is a preliminary reply and not a para-wise reply to the captioned Application and the Project Proponent seeks the liberty of this Hon'ble Tribunal to file an additional reply, if so required, with the liberty of this Hon'ble Tribunal at a later stage.
3. At the outset, the Project Proponent denies each and every contention, averment and allegation made in the captioned Application save and except what is specifically admitted hereinafter.
4. It is submitted that the Project Proponent has requisite permissions required at this stage, including but not limited to Environmental

Clearance, Consent to Establish and Consent to Operate. Further, the Project Proponent is not involved in any alleged act of illegal construction or damage to the environment and therefore not in contravention to any applicable Environmental laws, rules, or norms, thereby necessitating dismissal of the captioned application in *limine*.

5. The Project Proponent has already dealt with the finding of the Joint Committee Report dated 09.12.2024 in a separate reply dated 17.09.2025 in the connected matter i.e., O.A. No. 1035/2024 titled as, 'SK Pandey vs. State of UP and Ors pending before this Hon'ble Tribunal. The contents of the same may be read as part and parcel of the present reply as well and are not being repeated herein for the sake of brevity.
6. The Project Proponent a private limited company registered under the provisions of the Companies Act, 1956 and is one of the leading Real Estate developers headquartered in Lucknow and is widely regarded as a trusted name in the sector, possessing over decades of experience in the real estate development and construction. It has consistently maintained a credible reputation for executing large-scale projects with due diligence, timeliness, and in strict adherence to applicable environmental regulations. Owing to its efficient work ethic and strategic planning, the Project Proponent has successfully completed and delivered several commercial, educational, group housing, and residential projects across the state of Uttar Pradesh.
7. The Project Proponent is developing an integrated township under the supervision of Lucknow Development Authority in Lucknow district under the name and style of BBD Green City, Faizabad Road, Lucknow and 'Sun Breeze Apartment I' is the project in question and the same is a part of the abovementioned township.
8. The Project Proponent has at all times endeavoured to act with a sense of responsibility towards environmental protection and sustainable

development. Further, all the necessary statutory consents and authorisations under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, and allied legislations have duly been obtained and are being scrupulously complied with.

9. The applicant herein has made unsubstantiated and vague allegations without any basis or valid supporting documents. The Applicant has deliberately attempted to twist the facts and circumstances in the present matter with the aim to misguide this Hon'ble Tribunal.
10. In the present case, Mr. Lal Bachan Rai, who is one of the residents of Flat No. 703, Tower No. 12, Sun Breeze Apartment-I, BBD Green City, Lucknow had filed the present application alleging that the Project Proponent is not complying with certain environmental laws.

PRELIMINARY OBJECTIONS:

A. FORUM SHOPPING AT THE BEHEST OF THE APPLICANT:

11. At the outset, it is most respectfully submitted that the Applicant, Sh. Lal Bachan Rai, has adopted a pattern of instituting multiple proceedings in different fora on substantially the same set of allegations and grievances.
12. Further, the Applicant herein is acting in collusion with the Complainant/Applicant in the connected proceedings i.e., O.A. No. 1035/2024 titled as 'SK Pandey vs. State of UP and Ors.' The actual dispute pertains to the control of RWA. The Project Proponent had, along with the residents of the project in question, formed an RWA as per Section 11(4)(e) of the Real Estate (Regulation and Development) Act, 2016. However, the Applicant herein, along with the Complainant/Applicant in OA No. 1035/2024 titled as 'SK Pandey vs. State of UP and Ors.' fraudulently formed another RWA and registered themselves with the Registrar of Firms, Societies and Chits, Lucknow,

which was not as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

13. The Applicant herein, in the year 2022 filed a consumer complaint against the Project Proponent before the State Consumer Disputes Redressal Commission, Uttar Pradesh at Lucknow being CC No. 126/2022 and claimed an amount of Rs. 30,00,000/- (Rupees Thirty Lacs Only) towards mental agony, harassment, depression and pain, among other reliefs. True copy of Consumer Complaint filed by the Applicant against the Respondent being CC No. 126/2022 before the State Consumer Disputes Redressal Commission, Uttar Pradesh is annexed herewith as **ANNEXURE R-2**. The State Consumer Disputes Redressal Commission, Uttar Pradesh was pleased to issue notice in the above-mentioned proceedings vide order dated 10.10.2022. True copy of order dated 10.10.2022 passed by the State Consumer Disputes Redressal Commission, Uttar Pradesh in CC No. 126/2022 is annexed herewith as **ANNEXURE R-3**. However, the State Consumer Disputes Redressal Commission, Uttar Pradesh, vide order dated 30.05.2025, disposed of the said consumer complaint for lack of pecuniary jurisdiction and directed the parties to appear before the appropriate district forum. True copy of the Order dated 30.05.2025 the State Consumer Disputes Redressal Commission, Uttar Pradesh in CC No. 126/2022 along with its true translated version is annexed herewith as **ANNEXURE R-4**.

The above-mentioned case is currently *subjudice*.

14. In addition to the above, it is submitted that the Applicant herein, after declaring himself as the alleged President of the RWA of the project in question, was holding General Body Meetings and fraudulently and illegally charging maintenance fees from the residents, etc. The Project Proponent issued a notice dated 16.06.2022 to the Applicant herein in order to restrain him from holding General Body Meetings till the dispute pertaining to legality of the RWA was settled as objections were also filed before the Sub-Registrar, Societies, Chits and Funds,

Lucknow. True copy of notice dated 06.06.2022 issued by the Project Proponent to the Applicant is annexed herewith as **ANNEXURE R-5**.

15. The Complainant/Applicant in the connected proceedings i.e., OA No. 1035/2024 had filed a complaint before RERA, Uttar Pradesh in the year 2022 being Complaint No. LKO162/08/98913/2022 against the Project Proponent stating that the Project Proponent failed to provide basic amenities such as lift, electricity connection, garden, parking, etc. However, the same was dismissed vide order dated 13.04.2023. True copy of order dated 13.04.2023 by RERA, Uttar Pradesh in Complaint No. LKO162/08/98913/2022 along with its true translated version is annexed herewith as **ANNEXURE R-6**.
16. In addition to the above, it is submitted that the Applicant herein, along with the Complainant/Applicant in the connected proceeding i.e., OA No. 1035/2024 had fraudulently formed an RWA and registered themselves with the Registrar of Firms, Societies and Chits, Lucknow on 03.03.2022. However, Mr. Vinay Kumar Verma, the actual President of the RWA at the time filed a complaint against the same as it was in contravention to the provisions of Real Estate (Regulation and Development) Act, 2016 and the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Deputy Registrar of Firms, Societies and Chits, Lucknow vide order dated 28.11.2023 cancelled the registration of RWA of the Applicant herein. True typed copy of order dated 28.11.2023 passed by the Deputy Registrar of Firms, Societies and Chits along with its true translated version is annexed herewith as **ANNEXURE R-7**.
17. The Applicant herein also filed a complaint No. 40015722054845 in Internal Grievance Redressal System, Uttar Pradesh dated 18.07.2022 against the Project Proponent and raised issues which have been raised before this Hon'ble Tribunal as well. The Project Proponent, in its response to the abovementioned complaint had reiterated that the

Applicant was not the President of the RWA of Sun Breeze-I Apartments as the same was in contravention to Real Estate (Development and Regulation) Act, 2016. The LDA, vide order dated 14.11.2022, disposed of the said complaint.

18. In addition to the above, the Applicant filed another complaint dated 14.10.2025 being No. 4001572509764 in Internal Grievance Redressal System, Uttar Pradesh and raised similar issues as the above-mentioned consumer complaint. Subsequently, LDA was pleased to issue notice dated 31.10.2025 wherein the said authority sought a response from the Project Proponent. True copy of notice dated 15.10.2025 issued by LDA in IGRS Complaint No. 4001572509764 along with its true translated version is annexed herewith as **ANNEXURE R-8**. Consequently, the Project Proponent responded to the same and reiterated that the Applicant had already instituted Consumer Complaint No. 126/2022 before the Hon'ble State Consumer Commission and the Hon'ble Commission had disposed of the said complaint vide order dated 30.05.2025 for lack of pecuniary jurisdiction. c is annexed herewith as **ANNEXURE R-9**.

19. For the reasons hereinabove, it is clear that the Applicant is a blackmailer and has instituted parallel proceedings in order to harass the Project Proponent which must be taken into consideration by this Hon'ble Tribunal. The jurisdiction of this Hon'ble Tribunal is circumscribed to adjudicating substantial questions relating to the environment and cannot be invoked to entertain proceedings initiated to settle personal scores masquerading as environmental concerns. The present Application is a blatant attempt to misuse the environmental jurisdiction of this Hon'ble Tribunal and entertaining such applications would open the pandora's box for every disgruntled customer defaulting to approach this Hon'ble Tribunal under the pretext of environmental concerns. The Applicant ought to have approached this Tribunal with

clean hands by disclosing all the above-mentioned facts and documents with respect to the history of disputes between the parties.

B. DELAY AND LACHES:

20. The present OA deserves to be dismissed as it is vitiated by gross delay and laches. Without prejudice, the case of the Applicant is that he made a complaint dated 15.03.2023 addressed to the Chairman and Member, State Level Expert Appraisal Committee with respect to alleged violations of EC. The present case ought to have been filed within a period of six months. The present OA was filed on 06.01.2024 i.e., after a delay of over three months, after expiry of six months, without any justifiable reason for the said delay. In view of the foregoing, as well as in terms of Section 14(3) of the National Green Tribunal Act, 2010, the present OA deserves to be dismissed.

C. JURISDICTION:

21. The Applicant herein has instituted multiple proceedings before judicial and quasi-judicial authorities which have been dismissed. Finally, the Applicant has knocked the doors of this Hon'ble Tribunal in order to blackmail and harass the Project Proponent and the same can be made out from a simple reading of the Application. The Applicant has raised issues pertaining to but not limited to alleged violations of building-byelaws, approved layout plan/map, etc. which are not specified in Schedule I of the National Green Tribunal Act, 2010 and hence do not fall under the jurisdiction of this Hon'ble Tribunal and the present Application is liable to be dismissed on this ground alone.

22. With respect to the merits of the case and / or alleged environmental violations, it is submitted that the answering Respondent has already responded to the Report of the Joint Committee. Therefore, the stand of the answering Respondent contained in the Reply / Objections dated

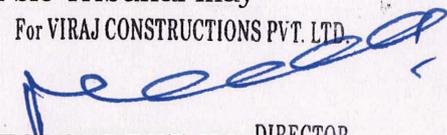
16.09.2025 in OA No. 1035/2024 would be adopted in the present reply.

PRAYER

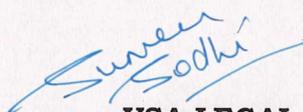
In the above-mentioned facts and circumstances, it is most humbly prayed that this Hon'ble Tribunal may be pleased to:

- (a) Take the present Reply on record; and
- (b) Dismiss the present Application; and
- (c) Pass any other such further order(s) as this Hon'ble Tribunal may deem fit and proper in the interest of justice.

For VIRAJ CONSTRUCTIONS PVT. LTD.

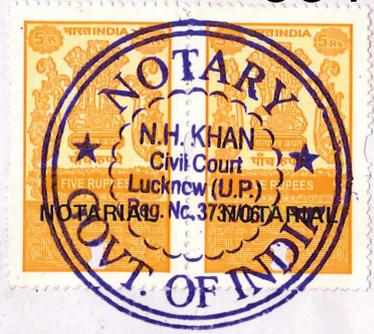

RESPONDENT NO. 7 DIRECTOR

THROUGH


VSA LEGAL
ADVOCATES FOR THE PROJECT PROPONENT/ RESPONDENT NO.7
32, GROUND FLOOR
UDAY PARK, SOUTH EXTENSION PART - II
NEW DELHI - 110049
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Mob: +91 9971704062

Lucknow
Date: 29.11.2025

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPLE BENCH, NEW DELHI
OA. NO. 1346/2024**



IN THE MATTER OF:

Lal Bachan Rai

...Applicant

Versus

Environment Forest and Climate Change

Department Government of Uttar Pradesh And Ors.

...Respondents

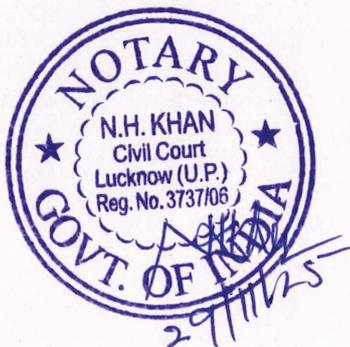
AFFIDAVIT

I, Sh. R.K. Agarwal S/o Late Sh. Babu Banarasi Das, aged about 71 years R/o House No. 55, Babu Banarasi Das Bhawan, Purana Kila, Lucknow, Uttar Pradesh - 226001 presently at Lucknow, do hereby solemnly affirm and state on oath as under: -

1. That I am the Authorised Representative for Respondent No. 7, M/s Viraj Construction Pvt. Ltd. in the above-mentioned matter and as such I am well conversant with the facts and circumstances of the case and hence I am competent to swear and sign the present Affidavit.
2. That the accompanying Reply has been drafted as per my instructions by my counsel, and I have read the contents thereof and I understand the same.
3. That the Annexures enclosed with the Reply are true and correct copies of their respective originals.
4. That the contents of the aforesaid Reply are true and correct to the best of my knowledge and belief, no part of it is false and no material has been concealed therefrom.

For VIRAJ CONSTRUCTIONS PVT. LTD.

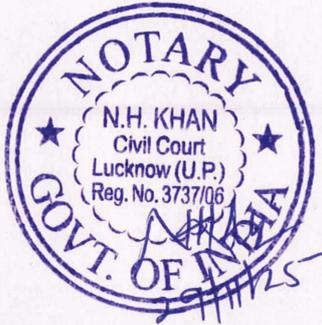
[Handwritten Signature]
**DIRECTOR
DEPONENT**



VERIFICATION

Verified at Lucknow on this the ^{NOTARY} 29th day of November, 2025 that the contents of the above said affidavit are true and correct to the best of my knowledge and belief, no part of it is false and no material has been concealed therefrom.

For VIRAJ CONSTRUCTIONS PVT. LTD.



[Signature]
DIRECTOR

DEPONENT

I know & identify the deponent/executive who has Signed/Put his T.t. before me

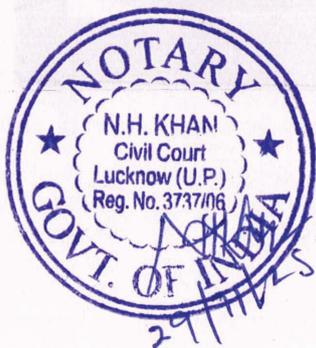
[Signature] (Adv)
Reg No: 10014/18

Sworn and Verified
Before me *[Signature]*
29/11/25

NOORUL HASNAIN KHAN
Advocate & Notary
Civil Court, Lucknow
Registration No. 3737/06

		भारतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India
पता: S/O: बाबू बनारसी दास, हाउस न. 55, बाबू बनारसी दास भवन, पुराना किला, लखनऊ, लखनऊ जी.पी, उत्तर प्रदेश, 226001	Address: S/O: Babu Banarshi Das, House No. 55, Babu Banarsi Das Bhawan, Purana Kila, Lucknow, Lucknow G.p, Uttar Pradesh, 226001	
 1947 1800 300 1947	 help@uidai.gov.in	 www.uidai.gov.in

		भारत सरकार Government of India
	आर के अग्रवाल R K Agarwal जन्म तिथि / DOB : 01/01/1954 पुरुष / Male	
आधार - आम आदमी का अधिकार		





Viraj Constructions Pvt. Ltd.

An ISO 9001:2015 (QMS), 14001:2015 (EMS), 45001:2018 (OHS&S) Certified Company

CIN: U45201UP2005PTC030885

EXTRACTS FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S VIRAJ CONSTRUCTIONS PVT. LTD. HELD AT ITS REGISTERED OFFICE AT 55, PURANA QILA, LUCKNOW ON 10.04.2023 AT 4:00 P.M.

RESOLVED that Sri Ravindra Kumar Agarwal (R.K. Agarwal), son of late Babu Banarasi Das, Authorised Signatory, be and is hereby authorized for and on behalf of the company to sign, verify and institute all types of suits / petitions / appeals review / references / applications / counter affidavits / additional affidavits or such other pleadings and sue, prosecute, defend, all cases / petitions of both civil and criminal actions and proceedings in any civil, criminal and revenue Court / Tribunal of original or appellate jurisdiction /forum or before any other competent authority including RERA Authorities/RERA Appellate Tribunals / NCLT / Debts Recovery Tribunal (DRT) / District Consumer Forum / State Consumer Disputes Redressal Commission, National Consumer Disputes Redressal Commission etc. and for the said purpose to file, plaints, written statements, criminal complaints, rejoinders, memorandum of appeal and affidavits for and in the name of the company and to act and to appear and represent for and on behalf of the company in all the Hon'ble Supreme Court / High Courts / any Court of law/ quasi judicial authorities / administrative authorities / RERA forum / RERA Authorities / RERA appellate Tribunals/ NCLT/ Debts Recovery Tribunal (DRT) / District Consumer Forum / State Consumer Disputes Redressal Commission, National Consumer Disputes Redressal Commission etc. and to take necessary steps and actions related with the said purpose.

Signature of Mr. R.K. Agarwal attested

(Smt. Alka Das)
DIRECTOR

CERTIFIED TO BE TRUE COPY

(Smt. Alka Das)
DIRECTOR

(TRUE COPY)

ANNEXURE R-2**IN THE STATE CONSUMER DISPUTES REDERESSAL
COMMISSION, U.P., LUCKNOW**

COMPLAINT CASE No. 126 Of 2022

Mr Lal Bachan Rai

....Complainant

Versus.

Viraj Construction Private Limited and Another

....Opposite Parties

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DATED: 2022

Lucknow

Filed Through,

Shuchita Singh

SHUCHITA SINGH

Advocate

Counsel For the complainant

Mob: 9452017004

**IN THE STATE CONSUMER DISPUTES REDERESSAL
COMMISSION, U.P., LUCKNOW**

COMPLAINT CASE No. Of 2022

Mr Lal Bachan Rai

...Complainant

Versus

Viraj Construction Private Limited and Another

....Opposite Parties

LIST OF DATES & EVENTS:

2012	Complainant had applied for booking of an apartment in the residential project Sun Breeze 1 of O.P No.-1 (Viraj Construction Private Limited)
30.10.2012	Opposite party no.1 allotted unit no. SBA/T12/703 vide allotment letter dated 30/10/2012. The possession of the unit shall be given in 30 months from the date of allotment letter as per clause 21 of the allotment letter
09.03.2018	the opposite party no.1 failed to provide possession of the unit within stipulated period of 30 months from the date of allotment i.e., by 30/04/2015 as mentioned in the allotment letter and sent a letter dated 9/03/2018- Intimation of offer of possession of the allotted unit along with final cost sheet, to the complainant and demanded the balance sale consideration and other charges amounting to Rs 3,79,768/-, payable within 30 days and further assured to complete the final finishing of the allotted apartment within 30 days, once all the payments are cleared
15.04.2018	Pursuant to the aforesaid demands the complainant made all the payments, but the opposite party no.1

	<p>failed to complete the unit within stipulated time period of 30 days even after receipt of Rs 44,40,622/- against the total cost of the allotted unit.</p>
26/11/2018	<p>Opposite party no.2 issued the completion certificate of the Tower No. 12, which is in collusion with the Opposite party no.1 overlooking the structural defects which has been stated in the complaint and without validating quality of construction, electrical and fire safety, amenities and facilities.</p>
3/04/2019	<p>Opposite party no.1 after lapse of one year again sent a letter regarding registration of the sale deed of the unit in question and further demanded Rs 11,800/- towards registration charges and subsequently issued a letter dated 10/04/2019 stating that the fit out possession of the unit is handed over to the complainant but actual physical possession of the said unit will be handed over to the complainant only after due execution and registration of the conveyance deed of the said unit.</p> <p>And afterwards started threatening the complainant to take the physical possession of the unit immediately otherwise handling charges in view of clause 21 will be applicable for delay in taking the possession of unit.</p>
November 2019	<p>Complainant took the physical possession of the flat and is residing in the said flat since November, 2019 and at the time of taking physical possession of the unit, complainant, as required by opposite party no.1, paid Rs 28,910/- against the Advance Maintenance Charges for next one year along with 24 post dated cheques of Rs 2839/- each towards maintenance charges for subsequent 24 months to the opposite party no.1.</p> <p>But Opposite party no.1 failed to provide the amenities and facilities as promised in the sale brochure.</p>

	<p>After lapse of more than 3 years from the date of physical possession, Opposite party no.1 not only failed to rectify the aforesaid issues / defects but also failed to execute the sale deed in favor of the complainant.</p> <p>Neither the legal possession of the allotted unit has been handed over by Opposite party no.1 nor Opposite party no.1 reverting the communications of the complainant.</p>
	<p>Hence the present complaint.</p>

DATE: 2022

LUCKNOW

Shuchita Singh

SHUCHITA SINGH

Advocate

Counsel for the Complainant

20
IN THE STATE CONSUMER DISPUTES REDRESSAL
COMMISSION, U.P., LUCKNOW

COMPLAINT CASE No.

Of 2022

Mr Lal Bachan Rai

....Complainant

Versus

Viraj Construction Private Limited and Another

....Opposite Parties

APPLICATION FOR INTERIM RELIEF

For the facts and circumstances narrated in accompanying complaint case supported by an affidavit, it is most respectfully prayed that this Hon'ble Commission may kindly be pleased to direct the opposite party no.1 to proceed to execute and register the sale deed of the unit allotted to the complainant, forthwith and may further direct the opposite party no.1 to maintain status quo as on date with regard to allotment and possession of the unit in question, during pendency of the present complaint case.

Any other order deem fit and proper in the facts and circumstances of the case may also be kindly pass in favour of complainants, in the interest of justice.

DATE: 2022

Through,

LUCKNOW

Shuchita Singh
SHUCHITA SINGH

Advocate

Counsel for the Complainant

LB Rai

2-

**IN THE STATE CONSUMER DISPUTES REDERESSAL
COMMISSION, U.P., LUCKNOW**

COMPLAINT CASE No.

OF 2022

**Lal Bachan Rai, S/o Late Mr. Ram Naraian Rai, R/o Tower
12/703 Sun Breeze Apartment 1, BBD Green City, Lucknow-
226028, Uttar Pradesh**

..... Complainant

Versus

1. **Viraj Construction Pvt Ltd, Viraj Corporate Towers, Vibhuti
Khand, Shaheed Path, Gomti Nagar, Lucknow- 226010,
Through its Managing Director.**
2. **Lucknow Development Authority, Pradhikaran Bhawan,
Vipin Khand, Gomtinagar, Lucknow , Through its Secretary**

..... Opposite Parties

**COMPLAINT UNDER SECTION 47 OF THE CONSUMER PROTECTION
ACT, 2019**

1. That the present complaint u/s 47 of the Consumer Protection Act is directed against the unfair contract, unfair trade practice and deficiency in service committed by the opposite party no.1 in not giving the possession of allotted unit within stipulated time period as per Flat Buyer Agreement and also not executing

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and registering the sale deed in favour of complainant despite the entire amount being deposited by the complainant towards sale consideration of the unit.

2. That the relevant facts leading to filing of the instant complaint case are that the complainant, being impressed by the glorious pictures, luxurious interiors, various facilities and projected public amenities like Community Centers, Theme Parks, Health Club, Sports Club, Food Court, Stadium, swimming pool, shopping mall with multiplex, hospital facility etc, in the brochure of the residential project Sun Breeze 1 of the opposite party no.1, had applied for booking of an apartment in the aforesaid project in the year 2012, as the complainant was in need of residential unit in that area in Lucknow. Photocopy of the brochure of the project as provided by the opposite party no.1 is being annexed herewith and marked as **Annexure No. 1.**

3. That the opposite party no.1 allotted unit no. SBA/T12/703 to the complainant vide allotment letter dated 30/10/2012, details of which are as follows;

Category	3 BHK (1604 Sq Ft)
Super Built Area	149.02 Sq Mt
Basic Sale Price	Rs 37,69,400/-
TOTAL PRICE	Rs 42,50,228/-

Photocopy of allotment letter 30/10/2012 along with terms and conditions is being annexed herewith and marked as **Annexure No. 2.**

4. That as per Annexure -I (Cost of Unit) attached with the allotment letter issued by the opposite party no.1, the basic cost of the flat was Rs. 37,69,400/- and after adding Facing Charges-Rs 75,388/-, lump sum for maintenance Rs80,200/-,

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external electrification charges Rs 48,120/-, power backup charges 3 KVA minimum Rs 54,000/-, club membership charges Rs 25,000/-, parking charges Rs1,50,000/- and external development charges Rs 48,120/-, the total cost of the allotted unit came to Rs 42,50,228/-.

5. That the complainant after receiving the allotment letter dated 30/10/2012 made all the payments to the opposite party as per payment schedule attached as Annexure II with the allotment letter as and when demanded by the opposite party. Photocopy of summary of payments is being annexed herewith as Annexure No.3.
6. That clause 21 of the terms and conditions of allotment letter states that the possession of the unit shall be given in 30 months from the date of allotment letter. Thus the maximum time limit for providing possession of the allotted unit as per allotment letter was 30/04/2015 and the opposite party no.1, failed to provide possession within the aforesaid agreed stipulated time period, thus committed deficiency in service.
7. That further various clauses of the terms and conditions of allotment letter issued by the opposite party no.1 also amounts to unfair contract.

Clause 2 states that if **payment is not received within stipulated period** or in the event of **breach of any terms and conditions of this allotment letter** by the buyer, the **allotment will be cancelled and balance payment will be refunded without any interest, after deduction of 10% of the total cost of the unit.** Further in case company allow any latitude in the payment of the installment, **interest @2% per month(24% per annum)** or for any part of month **will be charged** for the period payment is not made, on the contrary clause 4(d) states that if

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the company makes any default in payment or return due to the allottee after deduction of 10 percent of total cost of the unit, allottee shall be entitled to interest @ 6 % per annum on the money to be refunded.

Further as per terms and conditions of allotment letter opposite party no.1 is entitled to charge the interest on late payment by the complainant but said terms and conditions are evasively silent on interest for delayed possession to be paid by opposite party no.1 to the complainant/allottee.

8. That now it is a well settled law that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. Thus the opposite party no.1 is liable to pay delayed interest at the rate 18% per annum on the deposited amount from the due date of possession till the legal possession of the unit.
9. That the opposite party no.1 failed to provide possession of the unit within stipulated period of 30 months from the date of allotment i.e., by 30/04/2015 as mentioned in the allotment letter and after lapse of three years, sent a letter dated 9/03/2018- Intimation of offer of possession of the allotted unit along with final cost sheet, to the complainant and demanded the balance sale consideration and other charges amounting to Rs 3,79,768/-, payable within 30 days and further assured to complete the final finishing of the allotted apartment within 30 days, once all the payments are cleared. Pursuant to which the complainant made all the payments by 15/04/2018, but the opposite party no.1 failed to complete the unit within stipulated time period of 30 days even after receipt of Rs 44,40,622/- against the total cost of the allotted unit.

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Photocopy of letter dated 09/03/2018 is being annexed herewith as Annexure No. 4.

10. That thereafter opposite party no.1 after lapse of one year again sent a letter dated 3/04/2019 regarding registration of the sale deed of the unit in question and further demanded Rs 11,800/- towards registration charges and subsequently issued a letter dated 10/04/2019 stating that the fit out possession of the unit is handed over to the complainant but actual physical possession of the said unit will be handed over to the complainant only after due execution and registration of the conveyance deed of the said unit. Photocopy of letter dated 03/04/2019 and letter dated 10/04/2019 are being annexed herewith as Annexure No. 5 & 6.

11. That it is relevant to mention here that the opposite party no.1 itself breached the terms and conditions of the allotment letter by not providing the possession of the allotted within stipulated period of 30 months and by issuing said letter dated 10/04/2019 for fit out possession which is totally against the terms and condition of allotment letter which provides that possession of the unit will be given only after execution of the sale deed in favour of allottee.

12. That opposite party no.1 after issuing said letter for fit out possession, started threatening the complainant to take the physical possession of the unit immediately otherwise holding charges in view of clause 21 of Flat Buyer Agreement will become applicable for delay in taking the possession of unit.

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13. That complainant being unaware of technicalities regarding fit out possession/offer of possession/ legal possession, took the physical possession of the flat and is residing in the said flat

since November, 2019 and at the time of taking physical possession of the unit, complainant, as required by opposite party no.1, paid Rs 28,910/- against the Advance Maintenance Charges for next one year along with 24 post dated cheques of Rs 2839/- each towards maintenance charges for subsequent 24 months to the opposite party no.1. Thus 3 years' advance maintenance charges were taken by the opposite party no.1 at the time of providing physical possession of the unit. Photocopy of bank statement of account showing the aforesaid payments against advance maintenance charges are being annexed herewith as Annexure No.7.

14. That the opposite party no.1 not only failed to provide the amenities and facilities as promised in the sale brochure but also failed to maintain the unit even after charging high maintenance charges from the complainant . The complainant and various other allottees in the same tower are facing various issues related to seepage in walls and roof ceiling, water logging and foul smell in the bathroom, cracks in the walls , very poor security, CCTV cameras not installed, basement parking is full of garbage with no lights, poor and bumpy internal roads etc. Copy of mail dated 4/05/2022 and 30/07/2022 regarding foul smell in the bathroom of the allotted unit are collectively being annexed herewith as Annexure No.8.

15. That it is also relevant to mention here that the opposite party no.2 has issued the completion certificate dated 26/11/2018 of the Tower No.12 illegally and apparently in collusion with the opposite party no.1 overlooking the aforementioned structural defects and without validating the quality of construction, electrical and fire safety, amenities and facilities in accordance

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with the approved plan thus opposite party no.2 is also liable for deficiency in service. Photocopy of completion certificate dated 26/11/2018 issued by opposite party no.2-LDA is being annexed herewith as Annexure No.9.

16. That it is also relevant to mention here that the opposite party no. 1 had charged Rs 75,388/- for facing charges (for tower facing swimming pool) but when the complainant took the possession , he was shocked to see a building in front of the said tower in place of swimming pool, thus opposite party had committed unfair trade practice and deficiency in service by making the deviations in the map/plan as represented in the brochure.
17. That it is also relevant to mention here that the opposite party no. 1 has despite demands neither provided nor shown the copy of the sanctioned map of the project and the tower in question to the complainant, which must be provided by the builder to the allottee as per U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act 2010.
18. That it is relevant to mention here that even after lapse of almost 4 years from the date of physical possession, opposite party no.1 not only failed to rectify the aforesaid defects but also failed to execute sale deed in favour of the complainant.
19. That the opposite party no.1 is directly charging for electricity @ Rs 8.9/- per unit from the complainant without providing the details of consumption of electricity by the complainant. Moreover the opposite party no.1 has also sealed the electric meters of complainant and other allottees due to which complainant is unable to verify the monthly consumption of

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electricity and making payment of electricity bill as per whims of opposite party no.1. Photocopy of electricity bill is being annexed herewith as **Annexure No.10.**

20. That further the opposite party no.1 charged Rs 54,000/- towards power backup of 3 KVA Minimum from the complainant but has provided only one Genset of 325 KVA amongst 12 towers of the project consisting of total 746 flats whereas required power back up should be 2,238 KVA for 12 towers. Due to insufficient power backup the allottee and other residents face severe problems in case of power failure, thus opposite party no.1 is not only liable for unfair contract but also liable for unfair trade practice under Consumer Protection Act 2019.
21. That the opposite party no.1 is also compelling the complainant to take internet connection from the network provider of the choice of builder which has very slow internet speed and the complainant has no choice to avail services of internet service provider of their own choice and the slow internet speed not only hampered the studies of children in covid period but also troubling the complainant and his family in daily activities. Copy of mail dated 23/04/2022 regarding poor internet services is being annexed herewith as **Annexure No.11.**
22. That the opposite party is continuously harassing the complainants by not executing and registering the sale deed of the allotted unit even after lapse of 3 years from the date of physical possession and despite several intimation by the complainant, opposite party no.1 not only failed to rectify the aforesaid defects but also illegally charging the excess amount towards the maintenance and electricity bill of the unit. In case the stamp duty increases due to passage of time, the

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complainant will be compelled to bear the additional burden of enhanced stamp duty which is unjust and unfair on the part of the opposite party no.1.

23. That the opposite party no. 1 charged Rs 25,000/- towards club membership and promised to provide International Standard Club in the brochure of the project but no such facilities have been provided in the club. Club house is without furniture, kitchen, kids play area and thus opposite party no.1 is liable for unfair contract and unfair trade practice and opposite party no.2 is also liable for deficiency in service for overlooking the said deficiencies and defects and not taking any action against the opposite party no.1 despite several complaints made by the complainant along with other allottees.
24. That further the opposite party no.1 even after receipt of Rs 1,50,0000/- on 1/08/2014 , towards covered car parking charges from the complainant failed to provide the same till date which amounts to unfair contract and unfair trade practice by the opposite party no.1. Copy of mail dated 3/08/2022 regarding allotment of covered car parking and photographs of basement are is being annexed collectively herewith as Annexure No.12.
25. That thereafter the complainant continuously requesting the opposite party for execution of the sale deed of the allotted unit no. SBA/T12/703 but all in vein and till date neither the legal possession of the allotted unit has been handed over by the opposite party nor the opposite party is reverting to the complainant.
26. That the complainant strictly abided by the payment schedule and made the payment of Rs. 44,40,622/- till 15/04/2018 but the opposite party failed to honour the terms and conditions of

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the allotment and caused inordinate delay of 3 years in giving the fit out possession of the unit and further delaying the execution of sale deed in favor of complainant for last 5 years.

27. That the hard earned money of complainant i.e., Rs. 44,40,622/- is stuck with the opposite party no.1 and because of deficiency of service and unfair trade practice on the part of the opposite party in not giving the legal possession of flat within stipulated time, complainant is under mental stress and trauma and are also facing physical hardships.
28. That the worried complainants since made several visits to the office of the opposite party and had several talks with the officers who failed to give any reason for non execution of sale deed.
29. That the omission on the part of the opposite party no.1 amounts to continuous harassment of the Complainant, despite the fact that the complainant had deposited entire amount of Rs. 44,40,622/- towards the total cost of flat, by 15/04/2018 and despite passage of a substantial time still the basement parking, club house, park, roads, kids play area, shopping complex etc in the project are not complete and there are several and structural and inherent defects in the flat like seepage in walls and roof ceiling, water logging in the bathroom, cracks in the walls etc, since beginning.
30. That it is relevant to mention here that the due to deficiency in service by the opposite party no.1 in not completing the project within stipulated time, the opposite party no.1 is harassing the complainant and the opposite party no.1 is solely responsible for the delay in construction of flat by 3 years and as such opposite party no.1 is liable to pay to the complainant interest @ 18% on

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the total deposited amount from the date of deposit till the actual payment.

31. That the opposite party no.1 did not take into consideration the provisions under Section 4 sub section 2 of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act 2010, while issuing the allotment letter dated 20/08/2013, which is as follows;

"Section (2) Every Promoter shall :-

- a. *Specify in writing the date by which, constructions of the apartment is to be completed subject to force majeure clause and intimation sent to such purchaser;*
- b. *Declare the penalty for delay in completion of the building and also penalty in the event of non-payment of installment by the purchaser;*
- c.
- d."

32. That the opposite party neither specified the date of completion of construction nor mentioned the penalty for delay in completion, thus the allotment letter issued by the opposite party is in utter disregard of the aforementioned provisions of the U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act 2010.

33. That left with no other efficacious remedy, the complainant is constrained to file the present consumer complaint and this Hon'ble State Consumer Disputes Redressal Commission is having territorial as well as pecuniary jurisdiction to entertain this complaint.

- Y.P.R.* 34. That complainant is suffering irreparable loss and injury due to unfair contract , unfair trade practice and deficiency of service of opposite parties under section 2(46), 2(47) and 2(11) of Consumer

Protection Act in not providing the allotted flat or complainant within stipulated time and by not paying penalty for delay in completion of flat.

35. That complainant is also liable to get adequate compensation for mental agony and harassment suffered.

36. That It is therefore most respectfully prayed that this Hon'ble Commission may kindly be pleased to hold the opposite party liable for committing deficiency in service for delay in completion of flat and for committing unfair trade practice and for unfair contract.

37. That It is therefore most respectfully prayed that this Hon'ble Commission may kindly be pleased to hold the opposite party liable for unfair contract and unfair trade practice for violating the terms of allotment letter executed between the complainant and opposite party.

PRAYER

It is therefore most respectfully prayed that this Hon'ble Commission may kindly be pleased to:

- a. direct the opposite party no.1 to execute and register the sale deed of the allotted unit within 30 days , in favour of the complainant along with legal possession,
- b. direct the opposite party no.1 to pay interest @ 18% p.a. on deposited amount from 30/04/2015 till the execution of sale deed towards delay in providing the legal possession of the allotted unit,

Y.P.Rai

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- c. direct the opposite party to refund the amount of Rs 75,388/- charged for facing charges ,with interest @ 18% p.a. from the date of deposit.
- d. direct the opposite parties to complete the project as per sale brochure/sanction map ,
- e. direct the opposite parties to provide the facilities and amenities as per brochure,
- f. direct the opposite party no.1 to remove the structural defects in the unit of the complainant,
- g. direct the opposite party to pay to the Complainants an amount of Rs. 30,00,000/- towards mental agony, harassment, depression and pain.
- h. direct the opposite party to pay to the Complainant an amount of Rs. 1,50,000/- as damages with interest @ 24% from 10/04/2015 till the date of actual payment,
- i. direct the opposite party to pay to the Complainant an amount of Rs. 50,000/- (Rupees Fifty Thousand only) towards cost of litigation;
- j. pass any such other orders as this Hon'ble commission may deem fit in the facts and circumstances of the present case.

Through,

Shuchita Singh
SHUCHITA SINGH
Advocate

Counsel for the Complainant

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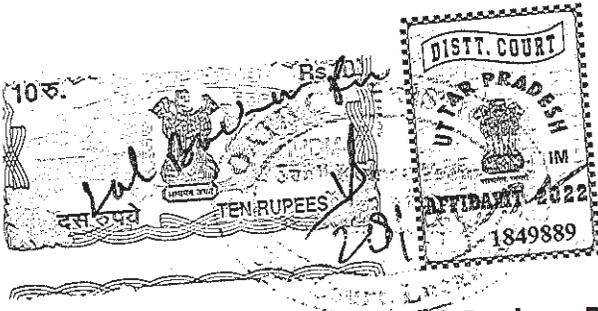
DATE: 2022

Lucknow

34
BEFORE THE HON'BLE STATE CONSUMER DISPUTES REDRESSAL
COMMISSION, LUCKNOW

COMPLAINT CASE NO.

OF 2022



*Identified by
Advocate*



Lal Bachan Rai, S/o Late Mr. Ram Naraiian Rai, R/o Tower
12/703 Sun Breeze Apartment 1, BBD Green City, Lucknow-
226028, Uttar Pradesh

..... Complainant

Versus

1. **Viraj Construction Pvt. Ltd**, Viraj Corporate Towers,
Vibhuti Khand, Shaheed Path, Gomti Nagar, Lucknow-
226010, Through its Managing Director.

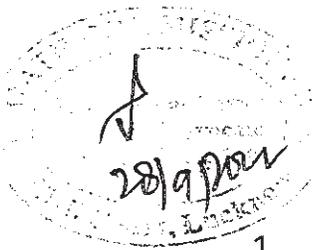
2. **Lucknow Development Authority**, Pradhikaran Bhawan,
Vipin Khand, Gominagar, Lucknow , Through its
Chairman

..... Opposite Party

AFFIDAVIT

I, Lal Bachan Rai, aged about 63 years , Late Mr. Ram Naraiian Rai ,
resident of Tower 12/703 Sun Breeze Apartment 1, BBD Green
City, Lucknow- 226028, Uttar Pradesh do hereby solemnly affirm
and state as under: -

1. That the deponent is the complainant himself, as such, is well
conversant with the facts and circumstances of the case and those
deposed hereunder.
2. That I have gone through and understood the contents of the
accompanying Complaint and state that the contents thereof have



Lal Rai

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been drafted under my instructions and that the contents of para nos.~~17~~... of the accompanying complaint case are true based on my personal knowledge, while those of para nos. are believed to be true on the basis of information derived from record and those of para nos. are believed to be true on the basis of legal advice received.

3. That the documents filed along with the complaint are true copies of their originals, as available.

Lucknow

K. Rai

DEPONENT

Dated-28/09/2022

VERIFICATION: -

I, the deponent above-named, do hereby verify that the contents of this affidavit are true and correct to the best of my knowledge and belief. No part of it is false or incorrect and nothing material has been concealed therefrom.



Lucknow

K. Rai

DEPONENT

Dated-28/9/2022

I identify the deponent on the basis of record produced before me.

Shuchita Singh
 SHUCHITA SINGH
 Advocate
 Dated: 28/9/2022

J
 N. K. KUMAR YADAV
 Advocate
 Dated: 28/9/2022
 Civil Court, Lucknow

Suresh Sodhi

(TRUE COPY)

C/126/2022

Lal Bachan Rai V/s Viraj Construction Pvt. Ltd. and another

10-10-2022

Heard Smt. Suchita Singh, learned Counsel for the complainant.

The submission of learned Counsel for the complainant is that though the possession of the allotted Flat in question being Flat No. 703, Tower-12, Sun Breeze Apartment-1, BBD Green City has been handed over belated by the opposite party in the year 2019, however, till date the registration proceedings are not completed.

The matter requires consideration.

Issue notice to the opposite parties. Steps within a week. Notice within two weeks through registered post.

The opposite parties are directed to file their reply within four weeks.

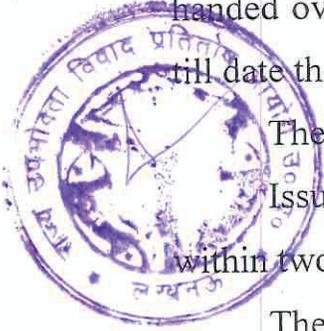
In the meantime it is provided that the complainant will approach the office of the opposite party within two weeks from today and the opposite party will inform the complainant in writing about the figure/amount of E-stamp to be purchased by the complainant for the purposes of registration and thereafter the complainant will purchase the E-stamps within a week. The final registration proceedings are directed to be completed by the opposite party in accordance with law within a period of six weeks from today.

Till the next date of listing no coercive steps shall be taken against the complainant by the opposite party.

List this case on 19-12-2022.

(Justice Ashok Kumar)
President

Free certified copy
 Serial No. of the Application 1961
 Date of receipt of Application 17/11/22
 Name of the applicant Viraj Construction Pvt. Ltd.
 Date of disposal 17/11/22
 Date of preparation of copy 17/11/22
 Date of dispatch of free certified copy of order
 By Hand [Signature] 17/11/22
 B. P. I. [Signature] 17/11/22



Suchita Singh
13/10/22

STATE CONSUMER DISPUTES REDRESSAL COMMISSION

UTTAR PRADESH

CONSUMER COMPLAINT NO. SC/9/CC/126/2022

Lal Bachan Rai

PRESENT ADDRESS - S/o Late Ram Narain Rai R/o Tower 12/703 Sun Breeze Apartment 1
BBD Green City Lucknow ,UTTAR PRADESH.

.....Complainant(s)

Versus

Viraj Construction Pvt. Ltd.

PRESENT ADDRESS - Vibhuti Khand Gomti Nagar Lucknow ,UTTAR PRADESH.

.....Opposite Party(s)

BEFORE:**HON'BLE MR. SUSHIL KUMAR , OFFICIATING PRESIDENT****HON'BLE MRS. SUDHA UPADHYAY , MEMBER****FOR THE COMPLAINANT:**

Lal Bachan Rai, In-Person

FOR THE OPPOSITE PARTY:

Viraj Construction Pvt. Ltd., In-Person

DATED: 30/05/2025**ORDER**

(सुरक्षति)

राज्य उपभोक्ता वविाद परततिष आयोग, उ0पर0, लखनऊ ।परविाद सं0 :-126/2022Lal Bachan Rai, S/O Late Mr. Ram Narain Rai, R/O Tower 12/703 Sun
Breeze Apartment 1, BBD Green City, Lucknow-226028, Uttar Pradesh

.....Complainant

Versus

- 1- Viraj Construction Pvt. Ltd, Viraj Corporate towers, Vibhuti Khand,
Shaheed Path, Gomti Nagar, Lucknow-226010, Through Its Managing
Director.
- 2- Lucknow Development Authority, Pradhikaran Bhawan, Vipin Khand,

समक्ष

1. मा० श्री सुशील कुमार, कार्यकारी अध्यक्ष
2. मा० श्रीमती सुधा उपाध्याय, सदस्य

उपस्थिति:

परवादी के वदिवान अधविकता:- श्री वकिस अग्रवाल

वपिक्षी कम्पनी के वदिवान अधविकता:- श्री सचनि गर्ग

दनिंक:-**30.05.2025**

माननीय श्री सुशील कुमार, कार्यकारी अध्यक्ष द्वारा उदघोषति

नरिणय

1. यह परवािद वपिक्षी भवन नरिमाता कम्पनी के वरिदूध परवािदी को आवंटति भूखण्ड का वकिरय पत्र नषिपादति कराने का आदेश देने के लिए, परवािदी द्वारा जमा राशति 18 परतशित की दर से वकिरय पत्र जमा करने की तथिसे वकिरय पत्र नषिपादति करने की तथितिक ब्याज अदा करने का नरिदेश देने के लिए, ब्राउचर के अनुसार सभी सुवधायें उपलब्ध कराने के नरिदेश देने के लिए, मानसकि प्रताडना के मद में अंकन 30,00,000/-रू० की क्षतपूरतिका आदेश देने के लिए तथा तथा अन्य क्षतके रूप में अंकन 1,50,000/-रू० तथा परवािद व्यय के रूप में 50,000/-रू० प्राप्त करने के लिए प्रस्तुत कथिा गया है।
2. परवािद के तथ्यों के अवलोकन से ज्ञात होता है कथिूनटि सं० SBA/T12/703 का आवंटन दनिंक 30.10.2012 को परवािदी के पक्ष में कथिा गया, जसिका आधारभूत मूल्य 37,69,400/-रू० है। कुल मूल्य 42,50,228/-रू० है। इस प्रकार परवािदी द्वारा भवन का कुल मूल्य टैक्स सहति अंकन 44,40,622/-रू० वपिक्षी सं० 1 को अदा कथिे गये हैं। उपभोक्ता संरक्षण अधनियम 2019 की धारा 34 के अनुसार भवन के मूल्य के आधार पर आर्थकि क्षेत्त्राधिकार नरिधारति कथिा जाता है न कथिांगे गये अनुतोष के आधार पर। अतः जलिा उपभोक्ता आयोग को इस परवािद की सुनवाई का क्षेत्त्राधिकार प्राप्त है।
3. इस आयोग को इस परवािद को सुनने का आर्थकि क्षेत्त्राधिकार नहीं है। अतः सक्षम

आयोग के समक्ष प्रस्तुत करने के लिए परविद वापस लौटाया जाता है तथा इस पीठ के बोर्ड से खारजि कयिा जाता है । कार्यालय को नरिदेशति कयिा जाता है कपिरविद के साथ समस्त पत्रावली परविदी को उपलब्ध कराया जाए, ताकयिह परविद जलिा उपभोक्ता आयोग के समक्ष सुनवाई हेतु प्रस्तुत हो सके । तदनुसार प्रस्तुत परविद अंतमि रूप से नसितारति कयिा जाता है ।

4. पक्षकार दनिांक **24.07.2025** को संबंधति जलिा उपभोक्ता आयोग के समक्ष उपस्थति हों ।

आशुलपिकि से अपेक्षा की जाती है कविह इस नरिणय एवं आदेश को आयोग की वेबसाइट पर नयिमानुसार यथाशीघर अपलोड कर दे ।

(सुधा उपाध्याय)

सदस्य

(सुशील कुमार)

कार्यकारी अध्यक्ष

.....
SUSHIL KUMAR
OFFICIATING PRESIDENT

.....
SUDHA UPADHYAY
MEMBER



(TRUE COPY)

TRUE TRANSLATED COPY

STATE CONSUMER DISPUTES REDRESSAL

COMMISSION UTTAR PRADESH

CONSUMER COMPLAINT NO. SC/9/CC/126/2022

Lal Bachan Rai

PRESENT ADDRESS - S/o Late Ram Narain Rai R/o
Tower 12/703 Sun Breeze Apartment 1, BBD Green
City Lucknow UTTAR PRADESH.

Complainant(s)

Versus

Viraj Construction Pvt. Ltd.

PRESENT ADDRESS - Vibhuti Khand Gomti Nagar
Lucknow, UTTAR PRADESH.

.....Opposite Party(s)

BEFORE:

HON'BLE MR. SUSHIL KUMAR, OFFICIATING
PRESIDENT

HON'BLE MRS. SUDHA UPADHYAY, MEMBER

FOR THE COMPLAINANT:

Lal Bachan Rai, In-Person

FOR THE OPPOSITE PARTY:

Viraj Construction Pvt. Ltd., In-Person

DATED: 30/05/2025

ORDER

STATE CONSUMER DISPUTES REDRESSAL

COMMISSION UTTAR PRADESH

CONSUMER COMPLAINT NO. 126/2022

Lal Bachan Rai, S/O Late Mr. Ram Narain Rai, R/O

Tower 12/703 Sun Breeze Apartment 1, BBD Green

City, Lucknow-226028, Uttar Pradesh

.....Complainant

Versus

1- Viraj Construction Pvt. Ltd, Viraj Corporate
towers, Vibhuti Khand, Shaheed Path, Gomti

Nagar, Lucknow-226010, Through Its Managing Director.

- 2- Lucknow Development Authority, Pradhikaran Bhawan, Vipin Khand, Gomtinagar, Lucknow, Through its Secretary.

.Opp. Parties

Presided by

1. Hon'ble Sh. Sushil Kumar, Executive Chairman
2. Hon'ble Smt. Sudha Upadhyaya, Member

Present:

Learned Counsel on behalf of the complainant: Sh. Vikas Aggarwal

Learned Counsel on behalf of the opponent company: Sh. Sachin Garg

Date: 30.05.2025

JUDGMENT

PRONOUNCED BY HON'BLE SH. SUSHIL KUMAR,
EXECUTIVE CHAIRMAN

1. This complaint has been submitted by the complainant against the opponent building construction company to order for getting sale deed of the allotted plot executed, to instruct to give interest on the amount deposited by the complainant @ 18 percent from the date of execution of sale deed till the payment of interest, to instruct to make all the conveniences available according to brochure, in the item of mental harassment, to order to illegible Rs. 30,00,000/- and in other illegible Rs. 1,50,000/- and as complaint expenses Rs. 50,000/-.
2. On perusal of the facts of the complaint, this is known that the allotment of unit no. SBA/T12/703 was done in favor of the complainant on dated 30.10.2012 whose basis price is Rs. 37,69,400/-. The total cost is Rs.

42,40,228/- . In this way, the complainant has paid total cost of the flat including tax Rs. 44,40,622/ to the seller no. 1. According to the Consumer Protection Act 2019, section 34, on the basis of cost of house, the financial jurisdiction is determined, nor that on the basis of compensation desired. Therefore, the District Consumer Commission has got the jurisdiction to hear this complaint.

3. This Commission does not have the financial jurisdiction to hear this complaint. Therefore, to submit this complaint before competent Commission, this complaint is being returned and is dismissed from the Board of this Bench. The office is instructed that along with complaint, the complete file be made available to the complainant so that this complaint can be submitted for hearing before the District Consumer Commission.

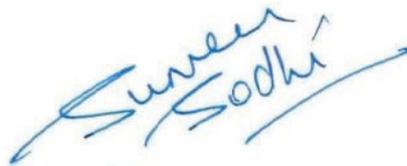
Accordingly, the submitted complaint is finally disposed of.

4. The parties to present themselves before the District Consumer Commission on dated 24.07.2025.

It is desired from the Stenographer that he should upload this judgment and order on the website of the Commission as per rules.

(SUDHA UPADHYA)
MEMBER

(SUSHIL KUMAR)
EXECUTIVE
CHAIRMAN



(TRUE TRANSLATED COPY)

ANNEXURE R-5

To

16.6.2022

1. Mr. L. B. Rai
Flat No. 703 , T-12 ,
SBA-1 ,BBD GREEN CITY ,
LUCKNOW
2. Mr. SandeepK. Pandey
Flat No. P3 , T- 05 ,
SBA-1 ,BBD GREEN CITY ,
LUCKNOW

Ref: 1. Proceedings pending before Dy. Registrar, Societies, Chits and Fund
with regard to File No. I/LUC/45849

2. Your communications dated 07/06/2022 & 08/06/2022.

Sub: Regarding meeting dated 19/6/2022

This will have reference to your communications dated 07/06/2022 &
08/06/2022 sent with regard to intimation of convening a GBM on 19.06.2022
by you addressees in BBD Green City, Lucknow.

You are well aware that the legality and veracity of the registration of
the so called RWA formed by you addressees is pending adjudication before
the Sub Registrar, Societies, Chits and Funds, Lucknow on the objections filed



by Mr. Binay Kumar Verma and other residents of SBA-1. As informed, the said matter has been finally heard by the Hon'ble Dy. Registrar on 14.06.2022 in the presence of the representative of both the associations and also the representative of M/s Viraj Constructions Pvt. Ltd.

Further as informed, the Dy. Registrar has been pleased to reserve the orders and fix the matter after one week for the pronouncement of his verdict in the matter.

In the aforesaid set of circumstances you addressees are hereby advised to please refrain from convening / holding any GBM or any other meeting (in any name whatsoever) on 19.06.2022 or thereafter on any date, till the dispute amongst the residents is settled, so that any law and order situation or any other unpleasant issue is not created in the vicinity.

Your cooperation is accordingly solicited.

Yours Sincerely,


16.6.22

Anurag Srivastava
Senior Manager (Legal)

For and On behalf of M/s Viraj Constructions Pvt. Ltd.



(TRUE COPY)

ANNEXURE R-6

उ०प्र० भू-सम्पदा विनियामक प्राधिकरण, लखनऊ।

नवीन भवन, राज्य नियोजन संस्थान, कालाकांकर हाउस
ओल्ड हैदराबाद, लखनऊ-226007

पीठ-01

आदेश अन्तर्गत धारा-31

उपस्थिति :- श्री राजीव कुमार (अध्यक्ष)

शिकायत संख्या : LKO162/08/98913/2022

Sunbreeze one Apartment Residencial Welfare Association
Through Secretary

..... वादी

बनाम

मेसर्स विराज कन्सट्रक्शन्स प्रा०लि०

.....प्रतिवादी

आदेश

शिकायतकर्ता द्वारा विपक्षी के विरुद्ध मूल-भूत सुविधाएं दिलाये जाने हेतु शिकायत दाखिल की गयी है।

संक्षेप में शिकायतकर्ता द्वारा अपनी शिकायत में यह अंकित किया है विपक्षी की परियोजना "SUN BREEZE 1, BBD Green City" लखनऊ में इकाई बुक कराया था जिसके एवज में रु० 45,42,829.00 का भुगतान किया गया है। शिकायतकर्ता अपनी शिकायत में अंकित किया है कि विपक्षी द्वारा मूल-भूत सुविधाएं जैसे कि लिफ्ट, विद्युत कनेक्शन, वाटर सप्लाई, गार्डन, पार्किंग, स्वीमिंग पूल आदि प्रदान करने में असमर्थ रहा है।

शिकायतकर्ता द्वारा अपने शिकायत के समर्थन में निम्नलिखित साक्ष्य दाखिल किए गए हैं :-

1. आवेदन पत्र की प्रति।
2. आवंटन पत्र की प्रति।
3. अंतिम गणना शीट।
4. पूर्णता प्रमाण पत्र की प्रति।

Li

विपक्षी द्वारा अपने लिखित अभिकथन के प्रस्तर-7 में अंकित है कि लखनऊ विकास प्राधिकरण से दिनांक 26.11.2018 एवं 30.12.2021 को पूर्णता प्रमाण पत्र प्राप्त कर लिया गया है। प्रस्तर-10 में अंकित है कि शिकायतकर्ता द्वारा स्टेट कमीशन में शिकायत दाखिल की गयी है। इस प्रकार शिकायतकर्ता द्वारा दो अलग-अलग न्यायाधिकरण में समान अनुतोष की मांग नहीं जा सकती है।

विपक्षी द्वारा अपने समर्थन में निम्नलिखित साक्ष्य दाखिल किये गये हैं :-

1. पूर्णता प्रमाण पत्र की प्रति।
2. दिनांक 04.07.2022 का पत्र।

शिकायतकर्ता के तर्कों को सुना तथा पत्रावली पर उपलब्ध अभिलेखों का परिशीलन किया गया।

पत्रावली के अवलोकन से स्पष्ट है कि शिकायतकर्ता विपक्षी की विपक्षी की परियोजना परियोजना "SUN BREEZE 1, BBD Green City" लखनऊ में इकाई बुक कराया था तथा इकाई की रजिस्ट्री निष्पादित कराकर कब्जा प्राप्त कर लिया गया है। पत्रावली के अवलोकन से यह भी स्पष्ट है कि विपक्षी द्वारा दिनांक 30.12.2021 को लखनऊ विकास प्राधिकरण से प्रश्नगत परियोजना का पूर्णता प्रमाण पत्र प्राप्त कर लिया गया है। स्पष्टतया यदि दिए गये पूर्णता प्रमाण पत्र के विषय में यदि कोई आपत्ति है तो सुसंगत अधिनियम के अधीन रिवीजन/अपील की व्यवस्था दी गई है। रेरा अधिनियम की किस धारा के अधीन वे अनुतोष चाह रहे हैं यह भी स्पष्ट नहीं किया गया है। शिकायतकर्ता द्वारा स्वयं यह कहा गया है कि उनके द्वारा स्टेट कन्ज्यूमर कमिशन में भी शिकायत दर्ज की गयी है।

वर्णित तथ्यों को दृष्टिगत रखते हुए शिकायतकर्ता द्वारा प्रस्तुत शिकायत प्रार्थना-पत्र निरस्त किया जाता है। आदेश पोर्टल पर अपलोड किया जाये।

दिनांक- 18/04/2023



(राजीव कुमार)
अध्यक्ष

उ०प्र० भू-सम्पदा विनियामक प्राधिकरण



(TRUE COPY)

TRUE TRANSLATED COPY

U.P. REAL ESTATE AUTHORITY, LUCKNOW

NAVEEN BHAWAN, RAJYA NIYOJAN
SANSATHAN, KALAKANKAR HOUSE

OLD HYDERABAD, LUCKNOW – 226007

BENCH- 01

ORDER UNDER SECTION – 31

PRESIDED BY: SH. RAJEEV KUMAR (CHAIRMAN)

COMPLAINT NO.: 1k0162/08/98913/2022

Sunbreeze One Apartment Residential Welfare
Association Through Secretary

.....Plaintiff

Versus

M/s Viraj Construction Pvt. Ltd

.....Defendant

ORDER

The complainant has admitted complaint
against te opponent for providing basic facilities.

In brief, the complainant has mentioned in his complaint that one unit was booked in the opponent's project 'SUN BREEZE 1, BBD Green City" Lucknow in lieu of which Rs. 45,42,829.00 have been paid. The complainant has mentioned this in his complaint that the opponent has failed in providing basic conveniences like lift, electric connection, water supply, garden, parking, swimming pool etc.

The complainant in his complaint has admitted the following evidences:-

1. Copy of the application.
2. Copy of allotment letter.
3. Final computation sheet.
4. Copy of completion certificate

The opponent has mentioned in his written pleadings in para - 7 that completion certificate has been received from Lucknow Development

Authority on dated 26.11.2018 and 30.12.2021. It is mentioned in para – 10 that the complainant has admitted complaint in State Commission. In this way, the complainant cannot demand same relief from two different-different tribunals.

The opponent has admitted the following evidence in his support:-

1. Copy of completion certificate
2. Letter dated 04.07.2022.

The arguments of the complainant were heard the records available in the file were perused.

On perusal of file this is clear that the complainant has booked the unit in the opponent's project "SUN BREEZE 1, BDD Green City" Lucknow and after getting the registry of the unit executed, has received the possession. On perusal of file, this is also clear that the opponent has

received completion certificate of the questioned project from the Lucknow Development Authority on dated 30.12.2021. Clearly if there is any objection on the subject of completion certificate, then under the relevant act, arrangement for revision/appeal has been given. Under which section of RERA, he desires the relief; this has also not been clarified. The complainant has himself stated that they have got complaint registered in State Consumer Commission also.

Keeping in view the facts described, the complaint submitted by the complainant is dismissed. The order should be uploaded on the Portal.

Date: 18.04.2023

SH. RAJEEV KUMAR (CHAIRMAN)

U.P. REAL ESTATE AUTHORITY, LUCKNOW



(TRUE TRANSLATED COPY)

ANNEXURE R-7**कार्यालय डिप्टी रजिस्ट्रार फर्म, सोसाइटीज एवं चिट्स लखनऊ मण्डल लखनऊ।****निर्णय**

संस्था सनब्रीज वन अपार्टमेंट रेजीडेन्शियल वेलफेयर एसोसिएशन, सनब्रीज वन अपार्टमेंट, बी०बी०डी० ग्रीन सिटी, फैजाबाद रोड, लखनऊ का पंजीकरण सो०पंजो०अधि० 1860 के प्राविधानों के तहत पत्रावली सं० I/LUC/0045849 पंजीकरण सं० LUC/13760/2021-2022 पर दिनांक 03.03.2022 को श्री संदीप कुमार पाण्डेय के आवेदन पर किया गया है।

दिनांक 28.04.2022 को श्री विनय कुमार वर्मा द्वारा भी अध्यक्ष की हैसियत से संस्था के नाम पंजीकरण हेतु ऑनलाइन आवेदन प्रस्तुत किया गया। दिनांक 02.05.2022 को श्री विनय कुमार वर्मा द्वारा अपना शिकायती पत्र कार्यालय में प्रस्तुत करते हुए यह उल्लेख किया गया कि उक्त संस्था का कतिपय व्यक्तियों द्वारा अविधिक रूप से गठन कर इस कार्यालय को भ्रमित कर गलत प्रपत्रों पर पंजीकरण करा लिया गया है। श्री विनय कुमार वर्मा की उक्त शिकायती पत्र की छायाप्रति श्री संदीप कुमार पाण्डेय को कार्यालय पत्र संख्या-399 दिनांक 04.05.2022 के माध्यम से प्रेषित करते हुए पत्र में उल्लिखित शिकायती बिन्दुओं पर बिन्दुवार आख्या कार्यालय में प्रस्तुत करने हेतु निर्देशित किया गया। कार्यालय के उपरोक्त नोटिस पत्र दिनांक 04.05.2022 के क्रम में श्री संदीप कुमार पाण्डे, सचिव ने अपने पत्र दिनांक 18.05.2022 के माध्यम से श्री विनय कुमार वर्मा के शिकायती पत्र दिनांक 02.05.2022 का बिन्दुवार उत्तर मय संलग्नक प्रस्तुत किया गया।

श्री विनय कुमार वर्मा के शिकायती पत्र दिनांक 02.05.2022 के क्रम में कार्यालय के नोटिस पत्र दिनांक 04.05.2022 एवं तत्क्रम में श्री संदीप कुमार पाण्डेय, सचिव द्वारा प्रस्तुत आख्या दिनांक 18.05.2022 के क्रम में कार्यालय के पत्र संख्या 611-612 दिनांक 24.05.2022 द्वारा प्रकरण की सुनवाई हेतु दिनांक 14.06.2022 की तिथि नियत करते हुए पक्षों को उक्त तिथि को उपस्थित होकर अपने-अपने कथन के समर्थन में साक्ष्य आदि प्रस्तुत करने हेतु निर्देशित किया गया। तत्पश्चात कार्यालय द्वारा निर्धारित विभिन्न तिथियों में पक्षकारों द्वारा प्रस्तुत लिखित अभिकथन एक-दूसरे पक्षों को प्राप्त कराये गए तथा उन्हें सुना गया तथा पक्षकारों की सहमति से प्रकरण में दिनांक 13.12.2022 को सुनवाई पूर्ण की गयी।

पक्षकारों द्वारा अपने-अपने अभिकथन के समर्थन में प्रस्तुत तथ्यों/साक्ष्यों तथा पत्रावली का अवलोकन किया गया। प्रकरण में संस्था "सनब्रीज वन अपार्टमेंट रेजीडेन्शियल वेलफेयर एसोसिएशन, सनब्रीज वन अपार्टमेंट, बी०बी०डी० ग्रीन सिटी, फैजाबाद रोड, लखनऊ", का कार्यालय द्वारा किये गए पंजीकरण दिनांक 08.03.2022 के सम्बन्ध में शिकायतकर्ता श्री विनय वर्मा द्वारा यह आरोप लगाये गए हैं कि संस्था का पंजीकरण श्री संदीप कुमार पाण्डेय व अन्य द्वारा अपार्टमेंट एक्ट, 2010 के प्राविधानों के अनुसार संस्था के गठन के लिए निर्धारित संख्या में सदस्य न बनाकर, मनमाने और फर्जी तरीके से कागजात तैयार कर कार्यालय को भ्रमित करते हुए संस्था का पंजीकरण करा लिया है तथा उनके द्वारा प्रस्तुत तथ्यों को संज्ञान में लेकर संस्था का पंजीकरण निरस्त किये जाने का अनुरोध किया गया। श्री विनय वर्मा की उक्त शिकायत के सम्बन्ध में संस्था द्वारा प्रस्तुत प्रतिउत्तर में यह अवगत कराया गया कि संस्था "सनब्रीज वन अपार्टमेंट रेजीडेन्शियल वेलफेयर एसोसिएशन, सनब्रीज वन अपार्टमेंट, बी०बी०डी० ग्रीन सिटी, फैजाबाद रोड, लखनऊ" का पंजीकरण कार्यालय में जरूरी प्रपत्रों को जमा करके एवं सभी आपत्तियों पर स्पष्टीकरण देने के पश्चात हुआ है एवं सोसाइटी का रजिस्ट्रेशन पूर्णतया विधि-सम्मत तथा एक्ट के प्राविधानों के अंतर्गत किया गया है तथा मात्र 7-8 लोग जिनमें से कुछ आर० डब्लू० ए० के गठन हेतु अध्यासियों की आधारभूत सभा दिनांक 30.01.2022 में उपस्थित थे, पत्रावली आदि कर रहे हैं जिससे कि बिस्तर इसकी आड़ में वेलफेयर

एसोसिएशन को फण्ड और मेंटेनेंस हस्तांतरित करने में विलम्ब कर सके, जिससे उसका हित सिद्ध हो सके। अतः प्रश्नगत प्रकरण में संस्था "सनब्रीज वन अपार्टमेंट रेजीडेन्शियल वेलफेयर एसोसिएशन, सनब्रीज वन अपार्टमेंट, बी0बी0डी0 ग्रीन सिटी, फैजाबाद रोड, लखनऊ" के गठन एवं उसके पंजीकरण को लेकर अपार्टमेंट के निवासी श्री विनय कुमार वर्मा द्वारा विवाद किया गया है।

श्री विनय कुमार वर्मा, शिकायतकर्ता, द्वारा संस्था "सनब्रीज वन अपार्टमेंट रेजीडेन्शियल वेलफेयर एसोसिएशन, सनब्रीज वन अपार्टमेंट, बी0बी0डी0 ग्रीन सिटी, फैजाबाद रोड, लखनऊ" के पंजीकरण के सम्बन्ध में मुख्य रूप से निम्न आपत्तियां की गयी हैं।

1. कि उ0 प्र0 अपार्टमेंट एक्ट, 2010 की धारा 14(2) के तहत एसोसिएशन के गठन किये जाने का दायित्व प्रमोटर तथा अपार्टमेंट स्वामियों का संयुक्त रूप से है, जिसके तहत निवासियों द्वारा प्रमोटर मेसर्स विराज कंस्ट्रक्शन्स को दिनांक 21.12.2021 को एक माह की अवधि का नोटिस भेजा गया था। उक्त नोटिस के जवाब में प्रमोटर द्वारा श्री विनय कुमार वर्मा (शिकायतकर्ता) को आर०डब्लू० ए० के गठन हेतु नामित करते हुए दिनांक 28.01.2022 को संघ बनाने के लिए अधिकार-पत्र प्रदान किया गया था, जबकि उनके द्वारा संघ के गठन की प्रक्रिया शुरू करने के पूर्व ही विपक्षी श्री लाल बच्चन राय, श्री संदीप कुमार पाण्डेय व अन्य द्वारा स्वम्भू तरीके से दिनांक 30.01.2022 को ही अतिरिक्त रूप से कार्यकारी का गठन करके गलत तरीके से संस्था "सनब्रीज वन अपार्टमेंट रेजीडेन्शियल वेलफेयर एसोसिएशन, पता फ्लैट सं० 703, टावर -12 सनब्रीज वन अपार्टमेंट, बी0बी0डी0 ग्रीन सिटी, फैजाबाद रोड, लखनऊ" का पंजीकरण करवा लिया गया।

2. यह कि सनब्रीज वन अपार्टमेंट में वर्तमान में कुल 776 फ्लैट्स अवस्थित हैं जिनमें कुल आवंटित/विक्रीत फ्लैट्स की संख्या 719 है जिनमें 533 अध्यासी निवास कर रहे हैं, अर्थात् उक्त आर०डब्लू० ए० के गठन के लिए नियमानुसार 533 सदस्य होने चाहिए, जिसके विपरीत उक्त पंजीकृत संस्था की सूची में मात्र 70 सदस्य दर्शाए गए हैं, जो साधारण सभा के गठन के लिए आवश्यक संख्या से बहुत ही कम हैं, और कम से कम 60 प्रतिशत होने चाहिए। उक्त के अतिरिक्त दिखाई गयी सदस्यों की संख्या गलत तरीके से बढ़ाकर दिखाया गया है और सही प्रकार से सदस्य नहीं बनाये गए हैं।

3. यह कि उ0 प्र0 अपार्टमेंट एक्ट, 2010 के अंतर्गत आर०डब्लू० ए० का गठन अपार्टमेंट स्वामियों के हित संरक्षण के लिए किया जाएगा जबकि संस्था "सनब्रीज वन अपार्टमेंट रेजीडेन्शियल वेलफेयर एसोसिएशन, पता फ्लैट सं० 703 -12 सनब्रीज वन अपार्टमेंट, बी0बी0डी0 ग्रीन सिटी, फैजाबाद रोड, लखनऊ" का गठन आवासीय परिसर का हित संरक्षण के लिए किया गया है जैसा की उक्त संस्था के नाम में लिखे शब्द "रेजीडेन्शियल वेलफेयर" से विदित होता है। इस प्रकार उक्त संस्था का नाम पंजीकरण हेतु गलत है और उ0 प्र0 अपार्टमेंट एक्ट, 2010 की नियमावली का उल्लंघन है।

4. यह कि संस्था के नाम में "सनब्रीज वन" अपार्टमेंट लिखन गया है जबकि प्रमोटर/बिल्डर द्वारा "सनब्रीज-1" अपार्टमेंट का निर्माण किया गया है, अतः उसी अपार्टमेंट में गलत नाम से पंजीकरण कराया गया है।

5. यह कि पंजीकृत संस्था के पते के लिए संस्था के तत्कालीन अध्यक्ष के व्यक्तिगत फ्लैट के पते का प्रयोग किया गया है, जो अनुचित है।

6. यह कि अपार्टमेंट के 04 टावर का पूर्णता प्रमाण-पत्र दिनांक 26.11.2018 को व 08 टावर का दिनांक 30.12.2021 को स्थानीय प्राधिकरण से पूर्णता प्रमाण-पत्र प्राप्त किया गया और उसी के पश्चात संघ के गठन की प्रक्रिया की जानी थी, किन्तु विपक्षीयण द्वारा अविधिक तरीके से संस्था का पंजीकरण करा लिया गया।

7. यह कि पंजीकृत संस्था की प्रबंधकारिणी समिति/बोर्ड ऑफ मैनेजमेंट में श्री लाल बचन राय, अध्यक्ष, श्री संदीप कुमार पाण्डेय, सचिव, श्री रजत श्रीवास्तव, कोषाध्यक्ष एवं सदस्य क्रमशः आकांक्षा शर्मा, डी० एम० श्रीवास्तव के नाम से आज तक प्लैट की रजिस्ट्री नहीं हुई है इसके बावजूद उनके द्वारा संस्था की प्रबंधकारिणी में पद प्राप्त कर लिया गया है और अविधिक रूप से संस्था का पंजीकरण करा लिया गया है। उक्त लोग सनब्रीज-1 अपार्टमेंट के महज आवंटी हैं।

8. यह की उक्त विपक्षीयण द्वारा संस्था के गठन के सम्बन्ध में प्रमोटर मेसर्स विराज कान्स्ट्रक्शन्स को कोई सूचना भी नहीं दी गयी और न ही संस्था के गठन के लिए प्रमोटर का सहयोग लिया गया, जबकि स्थानीय प्राधिकरण से पूर्णता प्रमाण-पत्र प्राप्त करने के बाद संघ बनाने का दायित्व प्रमोटर का होता है।

9. यह की उक्त अध्यक्ष द्वारा अपार्टमेंट के अधिसासियों से नगद में धन लेकर कोई प्राप्ति रसीद भी नहीं दी गयी है और न ही उनको साधारण सभा की पंजीकृत सूची में सदस्य बनाया गया है, इस प्रकार उक्त अध्यक्ष द्वारा वित्तीय हेरा-फेरी की गयी है।

10. यह कि कार्यालय के पत्र संख्या-1241 दिनांक 04.07.2022 द्वारा संस्था "सनब्रीज वन अपार्टमेंट रेजीडेंशियल वेलफेयर एसोसिएशन" लखनऊ के पंजीकरण को सोसाइटी रजिस्ट्रेशन अधिनियम की धारा 12(डी) के अंतर्गत निरस्त करने हेतु नोटिस निर्गत किया जा चुका है।

अतः संस्था द्वारा अपार्टमेंट एक्ट, 2010 का उल्लंघन करते हुए मनमाने तरीके से कार्यवाही दिखाते हुए गलत प्रपत्रों के आधार पर संस्था को पंजीकृत करा लिया गया, इस कारण उक्त संस्था के पंजीकरण को निरस्त किया जाना उचित होगा।

श्री विनय कुमार वर्मा, शिकायतकर्ता के उपरोक्त शिकायती बिन्दुओं के सम्बन्ध में श्री संदीप कुमार पाण्डेय, सचिव ने संस्था की ओर से अपना पक्ष प्रस्तुत करते हुए यह अभिकथन किया गया कि-

1. यह कि प्रमोटर मेसर्स विराज कान्स्ट्रक्शन्स द्वारा आर० डब्लू० ए० के गठन में पहल न करने एवं इस सम्बन्ध में उनके रवैये को देखते हुए आर० डब्लू० ए० के गठन हेतु निवासियों द्वारा लिए गए निर्णय के क्रम में बिल्डर से औपचारिक/अनौपचारिक निवेदन भी किया गया तत्पश्चात् इस सम्बन्ध में बिल्डर को दिनांक 29.11.2022 को एक नोटिस भी दिया गया, किन्तु उक्त नोटिस पर बिल्डर की ओर से कोई भी प्रतिक्रिया न आने पर अंततः दिनांक 12.12.2021 को आयोजित साधारण सभा में आर० डब्लू० ए० के गठन का निश्चय किया गया, जिसकी नोटिस बिल्डर को दिनांक 21.12.2021 को तथा ईमेल दिनांक 28.01.2022 के माध्यम से दी गयी। यह कि शिकायतकर्ता श्री विनय वर्मा स्वयं भी उक्त बैठक उपस्थित थे एवं उनके हस्ताक्षर रजिस्टर के क्रम संख्या 37 पर अंकित हैं।

2. यह कि बिल्डर से निरन्तर अनुरोध के पश्चात भी कबला प्रदत्त आवंटियों की सूची कभी भी उपलब्ध नहीं कराई गयी तथा बिल्डर द्वारा आर० डब्लू० ए० के गठन के लिए कोई पहल और सहयोग ना करने पर निवासियों ने आर० डब्लू०

ए० के गठन के उद्देश्य से 04 साधारण सभा की बैठक क्रमशः दिनांक 15.10.2021, 11.11.2021, 12.12.2021 एवं 30.01.2022 को आयोजित की तथा दिनांक 30.01.2022 को आयोजित बैठक में 103 सदस्य उपस्थित थे। समस्त सदस्य साधारण सभा में उपस्थित हो जाएँ यह संभव नहीं है, इस स्थिति में दिनांक 30.01.2022 की साधारण सभा में उपस्थित सदस्यों की संख्या को ही कोरम माना गया। सभी उपस्थित सदस्यों के नाम रजिस्टर में दर्ज हैं किन्तु विभाग के वेबसाइट पर उक्त विवरण दर्ज करते समय आवश्यक सम्पूर्ण जानकारी तत्समय उपलब्ध न होने के कारण मात्र 70 सदस्य दर्शाए गए एवं इसमें विसंगतियाँ लिपिकीय त्रुटिवश मात्र हैं। यह कि उक्त रजिस्टर की छायाप्रति पंजीकरण के समय आपके कार्यालय में प्रस्तुत किया गया था एवं पुनः अवलोकनार्थ प्रस्तुत किया जा रहा है।

3. यह कि दिनांक 30.01.2022 को सभी को हर संभव तरीके से सूचित कर खुले पार्क में आयोजित साधारण सभा में लोकतान्त्रिक एवं पारदर्शी तरीके से आर० डब्लू० ए० का गठन किया गया, जिसकी खबर मुख्य अखबारों में भी प्रकाशित की गयी। यह कि बिल्डर को भी ईमेल दिनांक 28.01.2022 के द्वारा साधारण सभा दिनांक 30.01.2022 की मीटिंग की सूचना दी गयी तथा उनसे अपने प्रतिनिधि को भेजने का अनुरोध किया गया, पर उन्होंने उसपर ध्यान नहीं दिया।

4. यह कि चुनाव कार्यकारिणी का गठन समस्त उपस्थित आवंटियों द्वारा किया गया था जिसका विवरण चुनाव दिनांक 30.01.2022 के मिनट्स में दर्ज है तथा उपस्थिति रजिस्टर के सीरियल नंबर 64 पर चुनाव समिति के अध्यक्ष श्री सुभाष गुप्ता का नाम अंकित है। यह कि आरोप लगाने वाले भी उस साधारण सभा में आमंत्रित थे किन्तु उन्होंने व्यक्तिगत स्वार्थ हेतु उक्त बैठक में अनुपस्थित रहना बेहतर समझा।

5. यह कि प्रोमोटर द्वारा कोई भी स्थान आर० डब्लू० ए० केलिए आरक्षित/आवंटित नहीं किये जाने के कारण विवश होकर आर० डब्लू० ए० का पता अध्यक्ष के घर का दिया गया, जो अपार्टमेंट परिसर का ही है।

6. यह कि सभी सदस्यों को मेम्बरशिप फीस की रसीद दी गयी है, तथा संस्था का आधिकारिक बैंक खाता भी मौजूद है। शिकायतकर्ताओं में से किसी ने भी सदस्यता शुल्क जमा नहीं किया है, जिस भी सदस्य ने शुल्क जमा किया है सबको रसीद दी गयी है।

7. यह कि संस्था "सनब्रीज वन अपार्टमेंट रेजीडेन्शियल वेलफेयर एसोसिएशन" का पंजीकरण कार्यालय में तस्वीरी प्रपत्रों को जमा करके एवं सभी आपत्तियों पर स्पष्टीकरण देने के पश्चात हुआ है, तथा बिल्डर विभिन्न मर्दों में जमा धनराशि का गबन करने, अधूरे कार्यों को पूरा न करने एवं किसी भी प्रकार के जवाबदेही से बचने के उद्देश्य से विधिक रूप से गठित सोसाइटी को मान्यता देने से इनकार कर रहा है तथा श्री विनय कुमार वर्मा एवं अन्य शिकायती सदस्यों के बिल्डर के साथ या तो कारोबारी सम्बन्ध हैं या इनके परिवार के सदस्य बिल्डर के यहाँ नौकरी कर रहे हैं। इसी कारणवश इस कार्यालय में बार-बार तथ्यहीन शिकायत कर रहे हैं।

8. यह कि निवासियों के लगातार अनुरोध के बावजूद बिल्डर ने आर० डब्लू० ए० बनाने का कोई पहल ना कर प्रतिरोध किया गया, जिससे विवश होकर यहाँ के निवासियों ने लोकतान्त्रिक एवं पारदर्शी ढंग से उ० प्र० अपार्टमेंट एक्ट, 2010 की धारा 14(2) के अधीन आर० डब्लू० ए० गठित कर ली जो पंजीकृत हो चुकी है।

9. यह कि उ० प्र० अपार्टमेंट एक्ट, 2010 की धारा 14(1) के अनुसार एक सोसाइटी के परिसर में एक ही रेजीडेंट वेलफेयर एसोसिएशन का पंजीकरण किया जा सकता है, जो वैधानिक रूप से पूर्व में पंजीकृत की जा चुकी है, अतः वर्णित

स्थिति में बिल्डर या श्री विजय कुमार वर्मा द्वारा नया आर० डब्लू० ए० बनाने और पंजीकृत करने का प्रस्ताव अयौध तथा अनियमित है।

10. यह कि सोसाइटी का रजिस्ट्रेशन पूर्णया विधिसम्मत तथा एक्ट के प्राविधानों के अंतर्गत किया गया है, तथा मात्र कुछ लोग स्वार्थवश आपत्ति कर रहे हैं जिससे कि बिल्डर इसकी आड़ में वेलाफेयर एसोसिएशन को मान्यता ना दे और मेंटेनेंस तथा अन्य चीजों की आड़ लेकर आवंटियों का जमा पैसा अपने मन मुताबिक खर्च कर सके।

अतः उपरोक्त बिन्दुओं को दृष्टिगत रखते हुए श्री विनय कुमार वर्मा, तथाकथित अध्यक्ष द्वारा आर० डब्लू० ए० पंजीकरण के लिए ऑनलाइन जमा आवेदन को अमान्य कर निरस्त करने का अनुरोध किया गया।

अपार्टमेंट स्वामियों का संघ और उससे सम्बंधित प्राविधान उ० प्र० अपार्टमेंट (निर्माण, स्वामित्व और अनुरक्षण का संवर्धन) अधिनियम, 2010 से अछादित होते हैं, तथा एसोसिएशन के पंजीयन की कार्यवाही उक्त अधिनियम, नियम तथा बाय-लॉज के अनुसार की जाती है। अधिनियम के सम्बंधित प्राविधान निम्नवत हैं :-

Section 14 - Association of apartment owners and bye-laws relating thereto-

(1) There shall be an Association of Apartment Owners for the administration of the affairs in relation to the apartments and the property appertaining thereto and for the management of common areas and facilities:

Provided that where any area has been demarcated for the construction of buildings, whether such area is called a block or pocket or by any other name, there shall be a single Association of Apartment Owners in such demarcated area.

(2) It shall be the joint responsibility of the promoter and the apartment owners to form an Association. The promoter shall get the Association registered when such numbers of apartments have been handed over to the owners which is necessary to form an association or 33% of apartments, whichever is more, by way of sale, transfer or possession, provided the building has been completed along with all infrastructure services and completion certificate obtained from the local authority.

(3) In a case, where an association of the apartments owners of a building has not been formed, on the intended date of execution of a deed of apartment in favour of prospective apartment owner, it shall be obligatory for a prospective apartment owner to become member of the association within a period of 4 weeks on receipt of a written intimation about the formation of such association.

(4) Where an association of apartment owners exist on the intended date of transfer of an apartment, it will be obligatory for the prospective apartment owner to become member of such association before execution of a deed of an apartment in his favour.

(5) On formation of the Association of the Apartment Owners under subsection (2) above, the management of the affairs of the apartments regarding their common areas and facilities shall be deemed to be transferred from the promoter to the Association which shall thereupon maintain them:

Provided that till all the apartments are sold or transferred, the promoter shall proportionately share the maintenance cost of common areas and facilities.

अधिनियम में "allotte", "apartment owner," तथा "association of apartment owners" निम्नवत् परिभाषित किये गये हैं -

Section 3 - Definitions- In this Act, unless the context otherwise requires,-

(a) "allottee" in relation to an apartment, means the person to whom such apartment has been allotted, sold or otherwise transferred by the promoter;

(d) "apartment owner" means the person or persons owning an apartment or the promoter or his nominee in case of unsold apartments and an undivided interest in the common areas and facilities appurtenant to such apartment in the percentage specified in the Deed of Apartment and includes the lessee of the land on which the building containing such apartment has been constructed, where the lease of such land is for a period of thirty years or more;

(e) "association of apartment owners" means all the owners of the apartments therein, acting as a group in accordance with the byelaws;

अधिनियम के उपरोक्त प्राविधानों (धारा-14) से यह स्पष्ट है कि अपार्टमेंट और उनसे सम्बंधित संपत्ति, कॉमन एरिया एवं सुविधाओं के प्रबंधन के लिए अपार्टमेंट स्वामियों का एक संघ होगा तथा प्रमोटर और अपार्टमेंट स्वामियों का ये संयुक्त दायित्व होगा कि वो संघ बनायेगे। प्रमोटर ऐसी संख्या में अपार्टमेंट्स जितनी संघ बनाने के लिए आवश्यक हो या अपार्टमेंट का 33% जो भी अधिक हो, उसके द्वारा बिक्री, अंतरण या कब्जा देने के माध्यम से स्वामियों को सौंप दिए जाने के बाद एसोसिएशन का पंजीयन कराएगा, बशर्त कि भवन सभी अवसंरचना सेवाओं के साथ पूर्ण कर दिया गया हो और स्थानीय प्राधिकरण से पूर्णता प्रमाण-पत्र प्राप्त कर लिया गया हो।

संस्था की ओर से श्री संदीप कुमार पाण्डे, सचिव तथा श्री एल० बी० राय, अध्यक्ष की हैसियत से अपना पक्ष प्रस्तुत करते हुए ये अवगत कराया गया है की उ०प्र०अपार्टमेंट एक्ट, 2010 की धारा 14(2) के प्राविधानों के अंतर्गत प्रमोटर मेसर्स विराज कन्स्ट्रक्शन्स द्वारा आर० डब्लू० ए० के गठन व पंजीकरण हेतु पहल न करने एवं इस सम्बन्ध में उनके रवैये को देखते हुए आर० डब्लू० ए० के गठन हेतु निवासियों द्वारा लिए गए निर्णय के क्रम में बिल्डर से औपचारिक/अनौपचारिक निवेदन भी किया गया, तत्पश्चात इस सम्बन्ध में बिल्डर को दिनांक 29.11.2021 को एक नोटिस भी दिया गया, किन्तु उक्त पर बिल्डर की ओर से कोई भी प्रतिक्रिया न आने पर अंततः दिनांक 12.12.2021 को आयोजित साधारण सभा में आर० डब्लू० ए० के गठन का निश्चय किया गया, जिसकी नोटिस बिल्डर को दिनांक 21.12.21 को दी गयी। बिल्डर से कोई जवाब ना मिलने पर दिनांक 30.01.2022 को सभी को हर संभव तरीके से सूचित कर खुले पार्क में आयोजित साधारण सभा में लोकतान्त्रिक एवं पारदर्शी तरीके से आर० डब्लू० ए० का गठन किया गया, जिसकी खबर मुख्य अखबारों में भी प्रकाशित की गयी। बिल्डर को भी ईमेल दिनांक 28.01.2022 के द्वारा साधारण सभा दिनांक 30.01.2022 की मीटिंग की सूचना दी गयी तथा उनसे अपने प्रतिनिधि को नेजने का अनुरोध किया गया, पर उन्होंने उर्रा पर ध्यान नहीं दिया। दिनांक 30.01.2022 को आयोजित उक्त बैठक में 103 सदस्य उपस्थित थे।

शिकायतकर्ता श्री विनय कुमार वर्मा द्वारा संस्था के पंजीकरण के विरुद्ध इस आशय की शिकायत की गयी है कि अधिनियम की धारा 14(2) के अनुसार विपक्षीयण द्वारा संस्था के गठन के सम्बन्ध में प्रमोटर मेसर्स विराज कन्स्ट्रक्शन्स को कोई सूचना भी नहीं दी गयी और न ही संस्था के गठन के लिए प्रमोटर का सहयोग लिया गया, जबकि स्थानीय प्राधिकरण से पूर्णता प्रमाण-पत्र प्राप्त करने के बाद संघ बनाने का दायित्व प्रमोटर का होता है। उनके द्वारा यह भी आपत्ति की गयी है कि अपार्टमेंट के 04 टावर का पूर्णता प्रमाण-पत्र दिनांक 26.11.2018 को व 08 टावर का दिनांक 30.12.2021 को स्थानीय प्राधिकरण से प्राप्त होने के पश्चात संघ के गठन की प्रक्रिया की जानी थी, किन्तु विपक्षीयण द्वारा अविधिक तरीके से संस्था का पंजीकरण करा लिया गया।

यह की सनब्रीज 1 अपार्टमेंट्स में कुल 776 फ्लैट्स हैं जिनमें कुल विक्रीत फ्लैट्स की संख्या 533 है जिनमें कुल 300 अध्यासी निवास कर रहे हैं, अर्थात् उक्त आर० डब्लू० ए० के गठन के लिए नियमानुसार 533 सदस्य होने चाहिए जिसके विपरीत उक्त पंजीकृत संस्था की सूची में मात्र 70 सदस्य दर्शाए गए हैं, जो साधारण सभा के गठन के लिए आवश्यक संख्या से बहुत ही कम है, और कम से कम 33 प्रतिशत होने चाहिए। उक्त के अतिरिक्त दिखाई गयी सदस्यों की संख्या गलत तरीके से बढ़ाकर दिखाया गया है और सही प्रकार से सदस्य नहीं बनाये गए हैं।

श्री विनय कुमार वर्मा ने अपने अदिनांकित पत्र जो कार्यालय में दिनांक 01.04.2022 को प्राप्त है तथा पत्रावली पर उपलब्ध है, में यह उल्लेख किया है कि, सनब्रीज वन अपार्टमेंट्स में कुल 776 फ्लैट्स हैं जिनमें कुल विक्रीत फ्लैट्स की संख्या 500 है जिनमें कुल 300 अध्यासी निवास कर रहे हैं। अधिनियम की धारा 14(2) में यह प्राविधानित है कि, प्रमोटर ऐसी संख्या में अपार्टमेंट्स जितनी संघ बनाने के लिए आवश्यक हो या अपार्टमेंट का 33% जो भी अधिक हो, उसके द्वारा बिक्री, अंतरण या कब्जा देने के माध्यम से स्वामियों को सौंप दिए जाने के बाद एसोसिएशन का पंजीयन कराएगा। श्री विनोद वर्मा के उपरोक्त अभिकथन से यह स्पष्ट है की कुल 776 फ्लैट्स में से विक्रीत फ्लैट की संख्या 500 थी, जोकि कुल फ्लैट का 64 प्रतिशत से अधिक है तथा अध्यासियों की संख्या 300 है जो कुल फ्लैट की संख्या का 38 प्रतिशत से अधिक है, परन्तु प्रश्नगत संस्था के पंजीकरण में मात्र 70 व्यक्तियों को ही दर्शाया गया है, जिससे स्पष्ट है कि संस्था के पंजीकरण में समस्त अपार्टमेंट स्वामियों/अध्यासियों को सूचित/सम्मिलित नहीं किया गया तथा अवैधानिक रूप से पंजीकरण कराया गया है।

संस्था का पता अध्यक्ष के व्यक्तिगत फ्लैट के पते पर होने के सम्बन्ध में श्री संदीप कुमार पाण्डे, सचिव द्वारा यह अवगत कराया गया है कि प्रमोटर द्वारा कोई भी स्थान आर० डब्लू० ए० के लिए आरक्षित/आवंटित नहीं किये जाने के कारण विवश होकर आर० डब्लू० ए० का पता अध्यक्ष के घर का दिया गया, जो अपार्टमेंट परिसर का ही है, परन्तु उनके द्वारा इस आशय का कोई साक्ष्य प्रस्तुत नहीं किया गया है, कि उनके द्वारा बिल्डर से आर० डब्लू० ए० के लिये स्थान आरक्षित/आवंटित करने का कोई अनुरोध किया गया था।

यह कि पंजीकृत संस्था की प्रबंधकारिणी समिति/बोर्ड ऑफ मैनेजमेंट में श्री लाल बचन राय, अध्यक्ष, श्री संदीप कुमार पाण्डेय, सचिव, श्री रजत श्रीवास्तव, कोषाध्यक्ष एवं सदस्य क्रमशः आकांक्षा शर्मा, डी० एम० श्रीवास्तव के नाम से आज तक फ्लैट की रजिस्ट्री नहीं हुई है इसके वाबजूद उनके द्वारा संस्था की प्रबंधकारिणी में पद प्राप्त कर लिया गया है और अविधिक रूप से संस्था का पंजीकरण करा लिया गया है। उक्त लोग सनब्रीज-1 अपार्टमेंट के महज आवंटी हैं।

प्रमोटर ऐसी संख्या में अपार्टमेंट्स जितनी संघ बनाने के लिए आवश्यक हो या अपार्टमेंट का 30% जो भी अधिक हो, उसके द्वारा बिक्री, अंतरण या कब्जा देने के माध्यम से स्वामियों को सौंप दिए जाने के बाद एसोसिएशन का पंजीयन कराएगा, परन्तु श्री संदीप कुमार पाण्डेय व अन्य द्वारा नियमानुसार सभी अध्यासियों को सम्मिलित किये बिना ही तथ्यों को छिपाते हुये संस्था का पंजीकरण कराया गया है।

आदेश

अतः उ० प्र० अपार्टमेंट (निर्माण, स्वामित्व और अपुराण का संदर्भ) अधिनियम, 2010, मॉडल बाय-लॉज, सोसाइटी पंजीकरण अधिनियम, 1986 तथा मा० उच्च न्यायालय द्वारा प्राणित आदेशों में दिए गए निर्देश तथा उपरोक्तानुसार उल्लिखित तथ्यों एवं विवेचित बिन्दुओं के आलोक में श्री विनय कुमार वर्मा के द्वारा प्रस्तुत शिकायती पत्र में उल्लिखित बिंदु एवं तथ्य,

जिसके आधार पर संस्था "सनब्रीज वन अपार्टमेंट रेजिडेन्शियल वेलफेयर एसोसिएशन, सनब्रीज वन अपार्टमेंट, बी०बी०डी० ग्रीन सिटी, फँजाबाद रोड, लखनऊ" के कार्यालय द्वारा किये गए पंजीकरण को सोसाइटी पंजीकरण अधिनियम, 1860 की धारा 12-डी के अंतर्गत निरस्त किये जाने का अनुरोध किया गया है, को पोषणीय पाते हुये कार्यालय के पत्र संख्या-1241 दिनांक 04.07.2022 के क्रम में संस्था "सनब्रीज वन अपार्टमेंट रेजिडेन्शियल वेलफेयर एसोसिएशन, सनब्रीज वन अपार्टमेंट" का पंजीकरण को सोसाइटी रजिस्ट्रेशन अधिनियम की धारा 12(डी)(1)(बी) व (सी) के तहत निरस्त किया जाता है।

चूँकि उ० प्र० अपार्टमेंट एक्ट, 2010 की धारा 14(1) के अनुसार एक परिसर में एक ही रेजिडेंट वेलफेयर एसोसिएशन का पंजीकरण किया जा सकता है, अतः वर्णित स्थिति में उक्त संस्था का पंजीकरण निरस्त कर दिये जाने के फलस्वरूप श्री विनय कुमार वर्मा द्वारा सनब्रीज अपार्टमेंट-1 रेजिडेन्स वेलफेयर एसोसिएशन सनब्रीज अपार्टमेंट-1 बी०बी०डी० ग्रीन सिटी अयोध्या मार्ग, लखनऊ को पंजीकृत किये जाने हेतु प्रस्तुत ऑनलाइन आवेदन दिनांक 28.04.2022 के सम्बन्ध में नियमानुसार कार्यवाही किये जाने के आदेश पारित किये जाते हैं।

(लोकेश श्रीवास्तव)
डिप्टी रजिस्ट्रार
दिनांक २४.११.२०२२

संख्या ~~२३४४२~~ (१०२) /LUC/0045849

प्रतिलिपि :- प्रतिलिपि निम्नलिखित को सूचनार्थ प्रेषित।

1. श्री संदीप कुमार पाण्डेय, सचिव सनब्रीज वन अपार्टमेंट रेजिडेन्शियल वेलफेयर एसोसिएशन, सनब्रीज वन अपार्टमेंट, बी०बी०डी० ग्रीन सिटी, फँजाबाद रोड, लखनऊ।
2. श्री विनय कुमार वर्मा निवासी फ्लैट नं० 903, टावर नं० 22, सनब्रीज वन अपार्टमेंट बी०बी०डी० ग्रीन सिटी, फँजाबाद रोड, लखनऊ।

डिप्टी रजिस्ट्रार

Surender
Sodhi

(TRUE COPY)

TRUE TRANSLATED COPY

OFFICE OF DY. REGISTRAR FIRMS, SOCIETIES &
CHITS, LUCKNOW DIVISION, LUCKNOW

JUDGMENT

The registration of the organization Sun Breeze One Apartment Residential Welfare Association, Sun Breeze One Apartment, B.B.D. Green City, Faizabad Road, Lucknow has been done under the provisions of Society Registration Act 1860 on file no. I/LUC/0045849 at LUC/13760/2021-2022 on dated 03.03.2022, on the application of Sh. Sandeep Kumar Pandey.

On dated 28.04.2022, Sh. Vinay Kumar Verma, in the capacity of President, submitted online application for new registration of the organization. On dated 02.05.2022, Sh. Vinay Kumar Verma, submitting his complaint in the office, mentioned this that the above organization has been illegally formed by certain persons and misleading this office, have got the

registration on wrong documents. Sending the photocopy of the above complaint letter of Sh. Vinay Kumar Verma to Sh. Sandeep Kumar Pandey through office letter no. – 399 dated 04.05.2022; instructed to submit the point-wise report on the above complaint points in the office. In order of the above notice letter of the office, Sh. Sandeep Kumar Pandey, Secretary, through his letter dated 18.05.2022, submitted point-wise reply of the complaint letter dated 02.05.2022 along with enclosure.

In order of complaint letter dated 02.05.2022 of Sh. Vinay Kumar Verma, notice dated 04.05.2022 of the office and in that order through office letter no. 611-612 dated 24.05.2022, fixing date 14.06.2022 for hearing in the case, instructed the parties to appear on the above date and to submit evidence etc. in support of their respective statements . In that order, the office, on various dates fixed, got the written pleadings submitted by the parties receipted to each other party and heard

them and with the consent of the parties, hearing was completed in the case on dated 13.12.2022.

The facts/evidences in support of their respective pleadings by the parties and the file were perused. In the case, in connection with registration dated 06.03.2022 of the organization “Sun Breeze Apartment Residential Welfare Association, Sun Breeze One Apartment, B.B.D. Green City, Faizabad Road, Lucknow” done by the office, the complainant Sh. Vinay Verma has alleged that the registration of the organization has been got done by Sh. Sandeep Kumar Pandey and others by not making members in prescribed number for the formation of organization according to the provisions of Apartment Act, 2010, prepared documents in arbitrary and forged manner, misleading the office and requested to cancel the registration of the organization taking the facts submitted by him into cognizance. In connection with the above complaint of Sh. Vinay Verma, in the counter

reply submitted by the organization, this was apprised that the registration of the organization “Sun Breeze Apartment Residential Welfare Association, Sun Breeze One Apartment, B.B.D. Green City, Faizabad Road, Lucknow” has been done by depositing the necessary forms in the registration office and after giving clarification on all objections and the registration of the society is completely legal and under the provisions of the Act and only 7-8 persons out of which few persons for occupying R.W.A., were present in the General Assembly of the occupants on dated 30.01.2022. They are objecting due to selfishness so that the builder can delay the transfer of funds and maintenance to the welfare association under this pretext, thereby serving his own interests. Therefore, in the questioned case, on the issue of forming the organization “Sun Breeze Apartment Residential Welfare Association, Sun Breeze One Apartment, B.B.D. Green City, Faizabad Road, Lucknow and its registration, the dispute has been

raised by the resident of Apartment Sh. Vinay Kumar Verma.

Sh. Vinay Kumar Verma, complainant has mainly raised the following objections in connection with registration of the organization “Sun Breeze Apartment Residential Welfare Association, Sun Breeze One Apartment, B.B.D. Green City, Faizabad Road, Lucknow”:

1. Under U.P. Apartment Act, 2010, section 14(2), the responsibility to form Association is jointly of the Promoter and the Apartment owners under which residents had sent notice of one month to M/s Viraj Constructions on dated 21.12.2021. In reply to the above notice, the promoter, designating Sh. Vinay Kumar Verma (complainant) to form R.W.A., had provided authority letter on dated 28.01.2022, to make Association whereas he, before starting the process of formation of Association itself, the

opponent Sh. Lal Bachhan Rai, Sh. Sandeep Kumr Pandey and others, in a more self-contained manner, formed the executive committee in an illegal manner on dated 30.01.2022 itself wrongly and got registration of organization “Sun Breeze One Apartment Residential Welfare Association, Address: Flat no. 703, Tower -12, Sun Breeze One Apartment, B.B.D. Green City, Faizabad Road, Lucknow”.

2. In Sun Breeze One Apartment, presently, total 776 flats are located in which the number of total allotted/sold flats is 719 out of which 533 occupants are residing i.e. for formation of above R.W.A., as per rules, 533 members should be there, contrary to which in the list of the above registered organization, only 70 members have been shown, which for forming General Assembly, is very low than the necessary number and minimum should be 60 percent. Besides the

above, the number of members has been shown wrongly; exaggerating and members have not been made properly.

3. That under U.P. Apartment Act, 2010, the formation of R.W.A. would be done for the protection of Apartment owners whereas the organization “Sun Breeze One Apartment Residential Welfare Association, Address: Flat no. 703, Tower -12, Sun Breeze One Apartment, B.B.D. Green City, Faizabad Road, Lucknow” has been formed for the protection of the interest of residential premises as is known from the words written in the name of the above organization “Residential Welfare”. In this way, the name of the above organization is wrong for registration and is violation of U.P. Apartment Act, 2010.
4. That in the name of the organization “Sun Breeze One” Apartment has been written whereas the promoter/builder have constructed “Sungreez – 1”

Apartment. Therefore, in that very apartment, registration has been done with wrong name.

5. That for address of the registered organization, the address of personal flat of the alleged President of the Organization has been used, which is inappropriate.
6. That the completion of 04 towers of the Apartment was obtained on dated 26.11.2018 and of 08 towers on dated 30.12.2011 from the local Authority and after that only, the process of formation of Association was to be done. But the opponents got registration of the organization in an illegal manner.
7. That in the Management Committee of the registered organization/Board of Management, till now the registry of flat has not been executed in the name Sh. Lal Bachan Rai, President, Sh. Sandeep Kumar Pandey, Secretary, Sh. Rajat Srivastava, Treasurer and members viz. Akanksha

Sharma, D.M. Srivastava. Despite this, they have got post in the management of the organization and got the registration of the organization in an illegal manner. The above people are merely allottee in the Sun Breeze – 1 Apartment.

8. That in connection with the formation of the organization, the above opponents neither did give any information to the promoter M/s Viraj Constructions and nor did any assistance of the promoter was taken whereas after obtaining completion certificate from the local Authority, the responsibility to form an Association is of the Promoter.
9. That the above President, taking money in cash from the occupants of the Apartment, has not also given any receipt for having the amount and nor have made them members in the registered list of the General Assembly. In this way, the above President has done financial misappropriation.

10. That through office letter no.- 1241 dated 04.07.2022, the registration of the organization “Sun Breeze One Apartment Residential Welfare Association” Lucknow, notice has been issued to cancel it under Societies Registration Act.

Therefore, the organization, violating the Apartment Act, 2010, showing proceeding in an arbitrary manner on the basis of wrong forms; have got the organization registered. Due to this reason, it would be appropriate to cancel the registration of the above organization.

In connection with the above complaint points of the complainant Sh. Vinay Kumar Verma, Sh. Sandeep Kumar Pandey, Secretary, submitting his side on behalf of the organization, pleaded this that –

1. That due to the promoters M/s Viraj Constructions lack of initiative in forming R.W.A. and looking to their attitude in this connection, for formation of

R.W.A., in order of the decision taken by the residents, formal/informal request with the builder was also made. Later, in this connection, one notice was also given to the builder. But due to no reaction on the above notice on behalf of the builder, finally, in the General meeting convened on dated 12.12.2021, it was decided to form R.W.A. for which notice was given to the builder on dated 21.12.2021 and through e-mail dated 28.01.2022. That the complainant Sh. Vinay Verma was himself present in the above meeting and his signatures are mentioned at Sl. no. 37 of the register.

2. That despite continuous request with the builder, list of allottees provided with possession was never made available and due to builder not taking any initiative for formation of R.W.A. and not giving any assistance, the residents, with the objective to form R.W.A., convened 04 General Assembly

meetings viz. on dated 15.10.2021, 11.11.2021, 12.12.2021 and 30.01.2022 and in the meeting convened on dated 30.01.2022, 103 members were present. It is not possible that all the members are present in the General Assembly. In such a situation, the number of the members present in the General Assembly on dated 30.01.2022 only were considered quorum. The names of all the members present are entered in the register. But on the website of the Department, due to non availability of the necessary complete information at that time while entering the above description, only 70 members were shown and in them irregularities are merely due to clerical mistakes. That photo copy of the above register was submitted in your office at the time of registration and is being again submitted for your perusal.

3. That on dated 30.01.2022, informing all in every possible way, in the General Assembly convened in

an open park, R.W.A. was formed in democratic and transparent manner whose news was also published in main newspapers. That the builder was also given information about the General Assembly meeting dated 30.01.2022 through e-mail dated 28.01.2022 and he was asked to send his representative. But he did not pay attention on this.

4. That the formation of election committee was done by all the present allottees whose details are entered in the minutes of election dated 30.01.2022 and at serial number 64 of the Attendance Register at serial number 64, the name of the Chairman of the Election Committee Sh. Subhash Gupta is mentioned. That the accusers were also invited in that General Assembly but due to their personal interest, they thought it better to be absent in the above meeting.

5. That due to not reserving/allotting any place for R.W.A. by the Promoter, under compulsion, the address of R.W.A. was given of the house of the President which is of Apartment premises only.
6. That all the members have been given membership receipt and the official bank account of the organization is also present. Anyone from the complainant has not deposited membership fee. Whosoever member has deposited fee, all have been given receipt.
7. That the registration of the organization “Sun Breeze One Apartment Residential Welfare Association” has been done after depositing necessary documents in the registration office and after giving clarification of all the objections and the builder with the motive to embezzle the amount deposited in various items, not to complete the incomplete works and to save from any type of answerability, is denying to give

recognition to the legally formed society and he has either business relations with Sh. Vinay Kumar Verma and other complainant members or the members of their families are doing job at the builder. Due to this very reason, they are giving baseless complaint in this office again and again.

8. That despite continuous request of the residents, the builder by not taking any initiative to form R.W.A., has resisted compelled with which, the residents of this place, in a democratic and transparent manner, formed R.W.A. under U.P. Apartment Act, 2010, section 14(2) which has been registered.
9. That according to .P. Apartment Act, 2010, section 14(1), in premises of one society, registration of only one Residents Welfare Association can be done which has been legally registered earlier. Therefore, in the described situation, the proposal by the builder or by Sh. Vijay Kumar Verma to

form new R.W.A. and getting registered is illegal and irregular.

10. That the registration of society has been completely legal and under the provisions of the Act and objections are being raised only by few people due to selfishness in which the builder in its guise, may not give recognition to the Welfare Association and under the guise of maintenance and other things, can spend the money of the allottees according to his whims.

Therefore, keeping in view the above points, Sh. Vinay Kumar Verma, the alleged President requested to dismiss the application as invalid.

The Association of the Apartment owners and the concerned are covered under U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the process of registration of Association is done according to the above Act, Rules

and bye-laws. The provisions concerned with the Act are as below:-

Section 14 Association of apartment owners and bye-laws relating thereto-

(1) There shall be an Association of Apartment Owners for the administration of the affairs in relation to the apartments and the property appertaining thereto and for the management of common areas and facilities.

Provided that where any area has been demarcated for the construction of buildings, whether such area is called a block or pocket or by any other name, there shall be a single Association of Apartment Owners in such demarcated area.

(2) It shall be the joint responsibility of the promoter and the apartment owners to form an Association. The promoter shall get the Association registered when such numbers of apartments have been handed over to the owners. which is necessary to form an association or

33% of apartments, whichever is more, by way of sale, transfer or possession provided the building has been completed along with all infrastructure services and completion certificate obtained from the local authority.

(3) In a case, where an association of the apartments owners of a building has not been formed, on the intended date of execution of a deed of apartment in favour of prospective apartment owner, it shall be obligatory for a prospective apartment owner to become member of the association within a period of 4 weeks on receipt of a written intimation about the formation of such association.

(4) Where an association of apartment owners exist on the intended date of transfer of an apartment, it will be obligatory for the prospective apartment owner to become member of such association before execution of a deed of an apartment in his favour.

(5) On formation of the Association of the Apartment Owners under subsection (2) above, the management of the affairs of the apartments regarding their common areas and facilities shall be deemed to be transferred from the promoter to the Association which shall thereupon maintain them:

Provided that till all the apartments are sold or transferred, the promoter shall proportionately share the maintenance cost of common areas and facilities.

The Act defines 'allotee', 'apartment owner' and 'association of apartment owners' as follows-

Section 3-Definitions - In this Act, unless the context otherwise requires,

(a) "allottee" in relation to an apartment, means the person to whom such apartment has been allotted, sold or otherwise transferred by the promoter:

(d) "apartment owner" means the person or persons owning an apartment or the promoter or his nominee in

case of unsold apartments and an undivided interest in the common areas and facilities appurtenant to such apartment in the percentage specified in the Deed of Apartment and includes the lessee of the land on which the building containing such apartment has been constructed, where the lease of such land is for a period of thirty years or more..

(e) "association of apartment owners" means a the owners of the apartments therein, acting as a group in accordance with byelaws

From the above provisions of the Act (Section – 14), this is clear that for management of the Apartment and the property concerned with that, common area and conveniences, there would be an Association of the Apartment owners and promoter.....

Sh. Vinay Kumar Verma has mentioned this in his undated letter which has been received in the office on dated 01.04.2022 that there are total 776 flats in Sun

Breeze One Apartments in which the total number of the sold flats is 500 in which 300 occupants are residing. In section 14(2) of the Act, this is provisioned that the Promoter, after handing over the apartments in such a number which are necessary to form an association, that is 33...of the apartment, whichever is more through sale, transfer or possession, would get registration of the Association. From the above pleading of Sh. Vinod Verma, this is clear that out of total 776 flats, the number of sold flats is more than 38 percent. But in the questioned registration of the organization, only 70 persons have been shown from which it is clear that in registration of the organization, all the apartment owners/occupants were not informed/included and the registration has been got done in an illegal manner.

In connection with the address of the organization being the address of the personal flat of the President, Sh. Sandeep Kumar Pandey, Secretary has apprised

this that due to non-reservation/allotment of any place for the R.W.A., the address of the R.W.A. was given of the house of the President's house which is of the Apartment premises only. But he has not submitted any evidence of this intent that they had requested the builder to reserve/allot place for R.W.A.

That the registry of the flats in the name of Sh. Lal Bachan Rai, President, Sh. Sandeep Kumar Pandey, Secretary, Sh. Rajat Srivastava, Treasurer and members viz. Akanksha Sharma, D.M. Srivastava in the Management Committee/Board of Management of the registered organization, has till now not been done. Despite this, they have got post in the management of the organization and have got the registration of the organization done illegally. The above people are merely allottees of the Sun Breeze – 1 Apartment.

The promoter, after handing over the Apartments in such a number which are necessary to form an

association, that is 33...of the apartment, whichever is more, through sale, transfer or possession, would get registration of the Association. But Sh. Sandeep Kumar Pandey and others, without including all the occupants as per rules, hiding the facts, have got the registration of the organization.

ORDER

Therefore, in accordance with the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 along with bye-laws, Society Registration Act, 1860 and the instructions given in the orders passed by the Hon'ble High Court and in view of the facts mentioned as above and the points deliberated, the points and facts mentioned in the complaint letter submitted by Sh. Vinay Kumar Verma on the basis of which the registration done by the office of the organization Sun Breeze One Apartment Residential Welfare Association, Sun Breeze One Apartment, B.B.D.

Green City, Faizabad Road, Lucknow, for which request has been made to dismiss; finding it maintainable, in order of office letter no.....dated 04.07.2022, the registration of organization Sun Breeze One Apartment Residential Welfare Association, Sun Breeze One Apartment is cancelled under Society Registration Act, section 12(D)(1)(B) and (C).

Since according to section 14(1) of U.P. Apartment Act, in one premises, registration of only one Resident Welfare Association can be done, therefore, in the described situation, as a result of cancellation of registration of the above organization, in connection with application dated...07.2022 submitted online for registering organization Sun Breeze One Apartment Residential Welfare Association, Sun Breeze One Apartment, B.B.D. Green City, Ayodhya Marg, Lucknow, orders are passed to take action as per rules.

(Lokesh Shrivastav)

Deputy Registrar

Dated: 28.11.2023

Ref No.

Copy to:

1. Sh. Sandeep Kumar Pandey, Secretary Sun Breeze One Apartment Residential Welfare Association, Sun Breeze One Apartment - 1, B.B.D. Green City, Faizabad Road, Lucknow.
2. Sh. Vinay Kumar Verma R/o Flat No. 903, Tower No.22, Sun Breeze One Apartment - 1, B.B.D. Green City, Faizabad Road, Lucknow.



(TRUE TRANSLATED COPY)

ANNEXURE R-8**लखनऊ विकास प्राधिकरण, लखनऊ।**

<p>प्रेषक, सहायक अभियन्ता, (मानचित्र सेल) लखनऊ विकास प्राधिकरण नवीन भवन, विपिन खण्ड, गोमती नगर, लखनऊ। संख्या : 1066/AB/MSD/2025 दिनांक : 31/10/2025</p>	<p>सेवा में, मे० विराज कान्स० प्रा०लि० भूखण्ड संख्या टी०सी०जी०/1-ए-बी/2 विभूति खण्ड, गोमतीनगर, लखनऊ</p>
<p>विषय:- मेसर्स विराज कान्स० प्रा०लि० द्वारा जनपद लखनऊ में विकसित की जा रही इंटीग्रेटेड टाउनशिप "बी०बी०डी० ग्रीन सिटी" के अन्तर्गत समूह आवास "सनबीज" के निवासी श्री एल०बी० राय द्वारा आई०जी०आर०एस० सन्दर्भ संख्या-40015725105839 दिनांक 14.10.2025 के माध्यम से की गयी शिकायत के सम्बन्ध में।</p>	

महोदय,

कृपया उपरोक्त विषयक शिकायतकर्ता श्री एल०बी० राय द्वारा आई०जी०आर०एस० सन्दर्भ संख्या-4001572509764 दिनांक 12.09.2025 के माध्यम से आप द्वारा जनपद लखनऊ में विकसित की जा रही इंटीग्रेटेड टाउनशिप "बी०बी०डी० ग्रीन सिटी" के अन्तर्गत समूह आवास "परिसर" अपार्टमेन्ट में आवंटित फ्लैट सं०-703, टावर-12 सुपर क्षेत्रफल-1604.00 वर्गमी० के सापेक्ष जमा समस्त धनराशि के बावजूद रजिस्ट्री नहीं किये जाने एवं फ्लैट से जुड़ी मैनडेटरी कवर्ड पार्किंग हेतु कुल धनराशि 168540.00 जी.एस०टी. सहित वर्ष 2014 से लेकर अभी तक पार्किंग आवंटन जानबूझकर न देकर परेशान और मानसिक प्रताड़ना देना कम्पनी द्वारा मनमाने तरीके से पिक एण्ड चूज कर मानमानी किये जाने की शिकायत की गयी है। उक्त शिकायत मण्डायुक्त महोदय से की गयी है।

अतः उपरोक्तानुसार की गयी शिकायत एवं कमियों/समस्याओं का निराकरण करते हुए अधोहस्ताक्षरी को 01 सप्ताह में सूचित करने का कष्ट करें, ताकि मण्डलायुक्त महोदय को अवगत कराया जा सकें।

भवदीय,


सहायक अभियन्ता
(मानचित्र सेल)

प्रतिलिपि:

श्री एल०बी० राय, पता-703, टावर-12, सनबीज अपार्टमेन्ट-1, बी०बी०डी० ग्रीन सिटी, अयोध्या रोड, लखनऊ को सूचनार्थ।


सहायक अभियन्ता
(मानचित्र सेल)

आवेदनकर्ता का विवरण		पिता/पति का नाम	
नाम	L B Rai	R N Rai	
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पता	Ward - BABU BANARASI DAS WARD , Tehsil - Bakhshi Ka Talab, District - Lucknow		

आवेदन पत्र का ब्यौरा

आवेदन पत्र का संक्षिप्त ब्यौरा	विषय अ विराज कंस्ट्रक्शन प्राइवेट लिमिटेड द्वारा 7-वर्ष पूर्व बुकड प्लैट के समस्त भुगतान प्राप्त करने के बाद भी आर्बिट्रि प्लैट की रजिस्ट्री नहीं करना और ब प्लैट जुडी मैडेरी कवर्ड पार्किंग का रु15000 18540 168540GST सहित वर्ष 2014 से लेकर अभी तक पार्किंग आर्बिटन जानबूझकर न देकर परेशान और मानसिक प्रताड़ना देना, जबकि कंपनी को समझौते की शर्त 61 के अनुसार फर्स्ट कम फर्स्ट सर्व का करना था परंतु कंपनी ने आर्बिटन शर्तों का उल्लंघन कर पार्किंग आर्बिटन पिव एवं चूज की मनमानी और दबंगई कर रही है। प्रिय महोदय, हमने विराज कंस्ट्रक्शन प्राइवेट लिमिटेड की LDA अप्रूव्ड बीबीडी ग्रीनसिटी अयोध्या रोड की पहली आवासीय योजना, संब्रीज़ अपार्टमेंट-1 के लॉन्च पर अप्रैल-2012 में रु 200000 देकर की बुकिंग की थी जिसमें बुकिंग ID No-100066 पर बुकिंग की गई। कंपनी ने जुलाई-2012 में प्लैट संख्या-703 टावर-12 सुपर क्षेत्रफल 1604 वर्ग फुट के प्रोविजनल एलॉटमेंट हेतु नोटिस कम डिमांड पत्र जारी हुआ, जिसके फुटनोट-7 में प्रत्येक प्लैट के साथ एक पार्किंग मैडेरी बताया। कंपनी ने भुगतान प्राप्ति के पश्चात एलॉटमेंट कम सेल एग्रीमेंट दोनों पक्षों के हस्ताक्षर के बाद नोटोराइज कराकर 30 अक्टूबर 2012 उक्त प्लैट का आवंटन पत्र जारी किया। सेल एग्रीमेंट के हिसाब से 30 माह के अंदर निर्माण पूरा कर समस्त सुविधाओं के साथ प्लैट 30 अप्रैल 201: तक सेल डीडरजिस्ट्री एक्जीक्यूट कर पजेशन देना था, परंतु कंपनी ने चार साल के विलंब के बाद अप्रैल 2019 में बिना सेल डीड एक्जीक्यूट किए बिना रजिस्ट्री के फिटआउट पोजेशन लेने के लिए अवैध शर्त की डर दिखाकर फिटआउट पोजेशन लेने के लिए बाध्य कर दिया। बार बार अनुरोध के बावजूद कंपनी ने अभी तक आर्बिट प्लैट की रजिस्ट्री नहीं की, इससे हमें लीगल टाइल से अवैध तरीके से बलात वंचित कर रखा है। रजिस्ट्री रोकने की वजह से राज्य सरकार को देय राजस्व भी विलंबि और वंचित किया है। कवर्ड पार्किंग जिसके लिए रु 168540- अगस्त 2014 में थर्ड फ्लोर के समय लिया था, उससे भी जानबूझकर वंचित कर रखा है। इस बीच जिन आवंटियों की बुकिंग हमसे बाद की है, आखिरी भुगतान बाद में किए या बाद में प्लैट खरीदे या इनके किसी अन्य प्रोजेक्ट जो पूरे नहीं होने के कारण पर हैं, उनसे ट्रांसफ से आए उन्हें कवर्ड पार्किंग एलॉट कर दी और मूझ सीनियर सिटीजन को जानबूझकर परेशान करने की बदनियत से, आर्बिट्रि नहीं किया। इससे असुरक्षा के साथ मानसिक यातना से भी गुजरना पड़ रहा है। इसलिए अनुरोध है कि कंपनी द्वारा सेल एग्रीमेंट के विरुद्ध मनमानी तरीके से पार्किंग एलॉटमेंट में पिक एवं चूज जानबूझक किया गया, उसकी समीक्षा की जाए और सेल एग्रीमेंट की शर्तों के अनुसार वरीयता निर्धारित कर कवर्ड पार्किंग की आर्बिटन किया जाय। हमारी कवर्ड पार्किंग शीघ्र एल हो। कई सीनियर आवंटियों की पार्किंग कंपनी ने रोक रखी है। इसी प्रकार कई आवंटियों की रजिस्ट्री जानबूझकर कंपनी ने पेमेंट लेने के बावजूद परेशान करने हेतु रोक रखा है, इससे राज्य सरकार को करोड़ों रुपए के संभावित रेवेन्यू मिलने से रोक दिया है। इसलिए अनुरोध है कि सम्बंधित अधिकारी महोदय इस परिवाद का संज्ञान ले और वैध रजिस्ट्री एक्जीक्यूट करने और कवर्ड पार्किंग एलॉटमेंट सुनिश्चित कराने हेतु विराज कंस्ट्रक्शन प्राइवेट लिमिटेड कंपनी को निर्देशित और बाध्य करें। आपके इ कार्य हेतु हम आभारी होंगे। सादर भवदीय एल बी राय प्लैट-703, टावर-12 संब्रीज़-1, बीबीडी ग्रीनसिटी अयोध्या रोड, लखनऊ-226028 Mb 9717631058		
संदर्भ दिनांक	14-10-2025	पूर्व सन्दर्भ(यदि कोई है तो)	
विभाग	आवास एवं शहरी नियोजन	शिकायत श्रेणी	प्राइवेट ग्रुप हाउसिंग से सम्बंधित(मैन्टेनेंस न कराने/पार्किंग न देने आदि) शिकायतें
स्रोत	मोबाइल द्वारा प्राप्त	प्रकृति	---
स्तर		पद	---

मुख्यमंत्री कार्यालय/लाभार्थी का विवरण/शिकायत क्षेत्र का

शिकायत क्षेत्र का पता	---
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शिकायत के लिए दिनांक पंजीयन

MAP

1) फीडबैक दिनांक :28-10-2025

फीडबैक :- एलडीए ने उत्तर में स्वीकार किया है कि विकासकर्ता द्वारा प्रदत्त मैप स्वीकृत करते है, होम बाँयर के अनुभव में भी यही देखा जा रहा है। धरातल पर हुए निर्माण मैप के अनुसार हो न हो, पूर्ण हो न हो, निर्माण की गुणवत्ता सुरक्षा पूर्ण है नहीं है इससे इनका कोई सरोकार न होने के कारण, इनके द्वारा जारी पार्शियल या पूर्णता सर्टिफिकेट (CC) बेमानी है, इसी प्रोजेक्ट में देखे CC जारी करने के समय प्रोजेक्ट अधूरा था, कवर्ड पार्किंग तैयार नहीं थी, आवासीय इस्तेमाल की जरूरत के अनुरूप वैध बिजली कनेक्शन और उसका इंफ्रास्ट्रक्चर आज की तारीख तक न ही स्वीकृत और विकसित किया गया है। प्लैट्स की आवासीय बिजली निर्माण के लिए ली गई अस्थायी सीमित रिक्वायरमेंट से ही अनियमित ढंग से प्लैट बायर को अंधेरे में रखकर चार्ज कर दिया गया है, एक तरह से कटियामार व्यवस्था बीबीडी विश्वविद्यालय के सबस्टेशन से ली गई है। 2.5 k m दूर चिनहट पावरस्टेशन से अभी तक बीबीडी ग्रीन सिटी के लिए पावर केबल नहीं पड़ा है। सीवेज ट्रीटमेंट फैसिलिटी जो प्रोजेक्ट के प्रारंभ में विकसित करना था आज तक नहीं हुआ है, प्रोजेक्ट के आवासों को पंप द्वारा ग्राउंडवाटर दिया जाता है, परंतु वाटर हार्वेस्टिंग सिस्टम अभी तक न ही बना है। निर्माण भी सो कॉलड स्वीकृत मैप के अनुसार नहीं है। कवर्ड पार्किंग 2022 तक विकसित नहीं थी, जो हुई उसे भी मनमाने ढंग से ए लॉट करता है। सेल एग्रीमेंट की शर्तों का पूरी तरह नकार के। प्रस्तावित क्लब मैप के अनुसार नहीं बनाया। इन मेजर कमियों के बावजूद CC दे दी जाती है। क्या CC देने के पूर्व एलडीए के नियम में निर्माण की गुणवत्ता, पूर्णता, सेफ्टी, पर्यावरणीय मानक पुष्ट होने का कोई उत्तरदायित्व नहीं है? पार्शियल CC में एलडीए ने शर्त दी थी कि निर्माण से संबंधित प्लैट बायर की किसी शिकायत को विकासकर्ता दूर करेगा। आखिर निर्माण की कमियों और शिकायत को विकास कर्ता से दूर कराने की कौन सी शक्ति है? इसको एलडीए ने अभी तक बताया नहीं। या एलडीए होम बाँयर को विवादित अधूरे निर्माण की प्रॉपर्टी पर CC देकर लिटिगेशन के लिए बायर बाध्य कर अपना पल्ला झाड़ लेता है। मेरे समझ से वृहत दायित्व बोध को देखा जाए तो सरकार का तंत्र एलडीए पूर्ण रूप से सक्षम है इन कमियों को दूर कराने के लिए। अधूरा संरचना, अपूर्ण निर्माण, खराब गुणवत्तापूर्ण निर्माण पर CC देकर बायर को बिलडर की अराजकता का शिकार होने में एलडीए सहयोगी बन रही है। प्लैट्स का पूर्ण भुगतान लेने के बाद रजिस्ट्री नहीं करने से सरकार को राजस्व से भी वंचित किया जा रहा है और एलडीए जानते हुए मौन हो, बायर असहाय महसूस करें। अनुरोध है कि एलडीए अपने वृहत दायित्व का निर्वहन करते हुए बिलडर से सभी बायर की लंबित रजिस्ट्री और पार्किंग उनकी सेल एग्रीमेंट के अनुसार दिलाना सुनिश्चित करें। अन्यथा बिलडर को मनमानी करने की छूट देने में एलडीए की भागीदारी समझी जाएगी।

के पूर्व एलडीए के नियम में निर्माण की गुणवत्ता, पूर्णता, सेफ्टी, पर्यावरणीय मानक पृष्ट होने का कोई उत्तरदायित्व नहीं है? पार्शियल CC में एलडीए ने शर्त दी थी कि निर्माण से संबंधित फ्लैट बायर की किसी शिकायत को विकासकर्ता दूर करेगा। आखिर निर्माण की कमियों और शिकायत को विकास कर्ता से दूर कराने की कौन सी शक्ति है? इसको एलडीए ने अभी तक बताया नहीं। या एलडीए होम बायर को विवादित अधूरे निर्माण की प्रॉपर्टी पर CC देकर लिटिगेशन के लिए बायर बाध्य कर अपना पल्ला झाड़ लेता है। मेरे समझ से वृहत दायित्व बोध को देखा जाए तो सरकार का तंत्र एलडीए पूर्ण रूप से सक्षम है इन कमियों को दूर कराने के लिए। अधूरा संरचना, अपूर्ण निर्माण, खराब गुणवत्तापूर्ण निर्माण पर CC देकर बायर को बिल्टर की अराजकता का शिकार होने में एलडीए सहयोगी बन रही है। फ्लैट्स का पूर्ण भुगतान लेने के बाद रजिस्ट्री नहीं करने से सरकार को राजस्व से भी वंचित किया जा रहा है और एलडीए जानते हुए मौन हो, बायर असहाय महसूस करें। अनुरोध है कि एलडीए अपने वृहत दायित्व का निर्वहन करते हुए बिल्टर से सभी बायर की लंबित रजिस्ट्री और पार्किंग उनकी सेल एग्रीमेंट के अनुसार दिलाना सुनिश्चित करें। अन्यथा बिल्टर को मनमानी करने की छूट देने में एलडीए की भागीदारी समझी जाएगी।

सन्दर्भ पर कार्यवाही की स्थिति : कार्यवाही प्रगति पर है

अग्रसारित विवरण

क्र.स.	सन्दर्भ का प्रकार	आदेश देने वाले अधिकारी	अग्रसारित दिनांक	नियत दिनांक	अधिकारी को प्रेषित	आदेश	स्थिति
1	अंतरित	ऑनलाइन सन्दर्भ	14-10-2025	29-10-2025	सचिव-लखनऊ, विकास प्राधिकरण ①		आख्या उच्च स्तर पर प्रेषित
2	अंतरित	ऑनलाइन स्पेशल क्लोज सन्दर्भ	25-10-2025	27-10-2025	उपाध्यक्ष-लखनऊ, विकास प्राधिकरण ①		आख्या उच्च स्तर पर प्रेषित
3	अंतरित	ऑनलाइन सन्दर्भ	28-10-2025	12-11-2025	मंडलायुक्तमण्डल -लखनऊ, ①	शिकायतकर्ता द्वारा फिर से असंतुष्ट फीडबैक प्राप्त होने पर उच्च अधिकारी को पुनः परीक्षण हेतु प्रेषित.	कार्यालय स्तर पर लंबित

Suresh Sodhi

(TRUE COPY)

TRUE TRANSLATED COPY

LUCKNOW DEVELOPMENT AUTHORITY, LUCKNOW

Sender,

Assistant Engineer (Map Cell)
Lucknow Development Authority
Naveen Bhawan, Vipin Khand,
Gomti Nagar, Lucknow

To

M/s Viraj Constructions Pvt. Ltd.
Plot No. T.C.G./1-A-B/2
Vibhuti Khand, Gomti Nagar
Lucknow

No.: 1066/AP/MAP/2025

Date: 31.10.2025

SUB:In connection with complaint against Group
Housing "SUN BREEZE" being developed under
integrated township "B.B.D. Green City" by M/s
Viraj Construction Pvt. Ltd. in district Lucknow

resident Sh. L.B. Rai I.G.R.S. reference number –
40015725105839 dated 14.10.2025.

Sir,

Please on the above subject, the complainant Sh. L.B. Rai through I.G.R.S. reference no. – 4001572509764 dated 12.09.2025, has in connection with the integrated township “B.B.D. Green City” being developed by you in district Lucknow, in the housing “complex” Apartment allotted Flat no. 703, Tower – 12, super area – 1604.00 square meters, despite depositing all the amount, not executing registry and depositing for covered parking total amount Rs. 168540.00 including G.S.T. from the year 2014 till now, not deliberately allotting parking, causing harassment and mental torture, complained that the company, adopting arbitrarily pick and choose. The above complaint has been done before the Divisional Commissioner.

Therefore, abrogating the complaint as above and deficiencies/problems, inform the under-signed within 01 week so that the Divisional Commissioner can be apprised.

Yours faithfully,
Assistant Engineer
(Manchitr Sale)

Copy to:

Shri L.B. Rai, Address: 703, Tower 12, Sunbreez
Appartment -1, B.B.D Green City, Ayodhya road,
Lucknow for information.

Reference No. 40015725105839

Reference Type: complaint

Applicant Details

Name: LB Rai

Fathers Name: R N Rai

Mobile No.: 9717631058

Email Id : lbrai.irps@gmail.com

Aadhar Card No.:

Address: Ward Babu Banarasi Das Ward, Tehsil Bakshi
Ka Talab, District Lucknow

Application details

Brief details of the application form	SUB:M/s Viraj Constructions Private Limited despite receiving all the payment for the flat booked 7 years ago, not executing registry and for the
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mandatory covered parking linked with the flat, taking Rs. 15000, 18540, 168540 including GST since the year 2014, not deliberately allotting parking till now, causing harassment and mental torture whereas according to the condition 61 of the agreement with the company, was to be served first cum first but the company violating the terms of allotment, allotting pick and choose arbitrarily and bullying.

Dear Sir,

We had done booking in the Viraj Construction Private Limited; LDA approved BBD Green City, Ayodhya Road first housing scheme Sun Breeze Apartment - 1 lunch in April 2012, giving Rs. 200000 in which booking was done given at ID No. 100066. In July -

	<p>2012, the Company issued Notice cum demand letter for provisional allotment of flat number - 703, Tower - 1, super area 1604 square feet in which in the foot note - 7, one parking with each flat was stated to be mandatory. The company after receipt of payment, after allotment cum sale agreement signed by both the parties, getting it notarized, issued allotment letter of the above flat on 30th October, 2012. According to the sale agreement, completing construction within 30 months along with all the conveniences, had to give possession of the flat after executing sale deed registry, by 30 April 2015. But the company, after delay of four years, without sale deed, without registry, to take fit out possession, showing fear of</p>
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illegal condition, compelled to take fit-out possession. Despite repeated requests, the company has not executed registry till now. It has illegally deprived us with legal title. The covered parking for which Rs. 168540 was taken in August 2014 at the time of third floor, with that also, has deliberately deprived us. During this period, the allottees whose booking is later than us, made final payment later or purchased flat later or their some other project which are on the verge of incompleteness, came on transfer from there, they had been allotted covered parking and to deliberately harass me, senior citizen, with ill-intention, did not allot. Due to this, along with insecurity, has also to pass through mental torture.

Therefore, it is requested that the company which has deliberately harassed arbitrarily against the sale agreement in parking allotment, did pick and choose deliberately; should be reviewed and determining priority, according to terms of sale agreement, covered parking should be allotted. Our covered parking should be allotted at the earliest. Company has stopped parking of many senior allottees. Similarly, despite taking payment from many allottees, the company, to harass, has stopped executing registry to the allottees due to which the State government has been stopped to get possible revenue in crores of rupees.

Therefore, it is requested that the concerned officer to please cognizance of

	<p>this complaint and instruct and compel the Viraj Construction Private Limited company to ensure execution of valid registry and to allot covered parking. We would be obliged for this work being done by you.</p> <p style="text-align: center;">Regards,</p> <p style="text-align: right;">Yours faithfully, (L.B. RAI) Flat no. 703, Tower – 12 Sun Breeze – 1 B.B.D. Green City Ayodhya Road, Lucknow - 226028 M: 9717631058</p>		
Reference Date:	14.10.2025	Previous references, if any	
Department	Housing and Urban Planning	Complaint Category	Complaints related to private group

			housing, including lack of maintenance and parking.
Source	Received by Mobile	Deposition	
		Post	

Chief Minister's Office/Beneficiary Details/Complaint Area

Complaint area address

1. 28.10.2025

Feed Back –

LDA has accepted in its reply that they sanction the map given by the developer. In the experience of home buyer also this is being seen. Whether the construction at the ground level is according to map or not; whether complete or not, whether the quality

of construction is safe or not; due to not having anything to do with this; the partial or completion certificate (CC) issued by them is invalid. In this very project, if it is seen, then at the time of issuance of CC, the project was incomplete. The covered parking was not ready. The valid electricity connection according to the need of residential use and its infrastructure, till today's date, has neither been sanctioned nor developed. From the temporary limited electricity taken for constructing of housing flats, keeping the flat buyer in dark in an irregular manner; has charged them. In a way, katiyamaar arrangement has been taken from the BBD University sub-station. From the power station marked at a distance of 2.5 k.m., till BBD Green City, power cable has not been laid. The sewage treatment facility which was

to be developed in the beginning of the project, has not been till now. The houses of the project are being given ground water through ump. But water harvesting system has not been developed so far. The construction is also not according to the so-called sanctioned map. The covered parking was not developed till 2022. Whatever has been developed, that is also being allotted arbitrarily; absolutely negating the terms of sale agreement. The proposed club has not been made according to map. Despite these major deficiencies, CC has been given. Does before issuing CC, in the rules of LDA, there is no liability for the quality of construction, completion, safety, environmental standards being verified. In partial CC, LDA had given this condition that any of the complaint of the flat buyer concerned with construction would

be removed by the developer. After all, which is the power to distance the developer from the deficiencies of construction and complaint? This has so far not been told by LDA or LDA giving CC to the home buyer on the disputed incomplete constructed property, compelling the buyer for litigation, shakes off its hands. In my opinion, a greater sense of responsibility should be seen then the machinery of government LDA is fully competent to get these deficiencies removed. Giving CC on incomplete structure, incomplete construction, bad quality, incomplete construction, LDA is contributing in making the buyer victim of the anarchy of the builder. After taking full payment of the flats and not executing registry, the government has also been deprived and LDA

despite knowing; is silent and the buyers feel helpless.

You are requested that LDA discharging a significant responsibility, ensure to get from the builder the pending registries of the buyer and get the parking according to sale agreement otherwise LDA will be considered complicit in allowing the builder to act arbitrarily.

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taking full payment of the flats and not executing registry, the government has also been deprived and LDA despite knowing; is silent and the buyers feel helpless. You are requested that LDA discharging a significant responsibility, ensure to get from the builder the pending registries of the buyer and get the parking according to sale agreement otherwise LDA will be considered complicit in allowing the builder to act arbitrarily.

Status of action taken on the reference: The action in progress:

Sl. no.	Type of Reference	Officer giving orders	Date of forwarding	Date fixed	Sent to the Official
1	Transferred	Online reference	14.10.2025	29.10.2025	Secretary, Lucknow Development Authority

2	Transferred	Online Special close reference	25.10.2025	27.10.2025	Vice Chairman – Lucknow Development Authority
3	Transferred	Online reference	28.10.2025	12.11.2015	Divisional Commissioner – Lucknow

Suresh Sodhi

(TRUE TRANSLATED COPY)

ANNEXURE R-9

सेवा में,
सहायक अभियंता,
लखनऊ विकास प्राधिकरण,
नवीनभवन, विपिन खंड,
गोमती नगर, लखनऊ।

संदर्भ: श्री एल बी राय द्वारा दिनांक 14.10.2025 को दायर आईजीआरएस
शिकायत संख्या 40015725105839 के संबंध में जारी नोटिस संख्या
1066/एबी/एमएपी/2025 दिनांक 31.10.2025 में डेवलपर कंपनी की ओर से
उत्तर/टिप्पणियां।

महोदय,

यह आपके पत्र संख्या 1066/AB/MAP/2025 दिनांक 31/10/2025 के
प्रत्युत्तर में है, जिसमें श्री एल.बी. राय द्वारा दायर आईजीआरएस शिकायत
संख्या 4001572509764 के अनुसरण में डेवलपर कंपनी विराज कंस्ट्रक्शन्स
प्राइवेट लिमिटेड से जवाब माँगा गया था।

इस संबन्ध में यह उल्लेखनीय है की शिकायतकर्ता ने पूर्व में माननीय राज्य उपभोक्ता आयोग के समक्ष बिक्री विलेख और पार्किंग के हस्तांतरण हेतु शिकायत संख्या **CC/126/2022** दायर की थी। जो शिकायत माननीय आयोग के आदेश दिनांक **30.05.2025** से खारिज करते हुए शिकायतकर्ता को इस अनुतोष के लिए जिला उपभोक्ता फोरम के समक्ष शिकायत दायर करने का निर्देश दिया था। जिसके अनुपालन में शिकायतकर्ता ने जिला उपभोक्ता फोरम के समक्ष उपभोक्ता शिकायत संख्या **CC/210/2025** दाखिल किया है और यह प्रकरण जिला उपभोक्ता फोरम के समक्ष वर्तमान में लंबित है और दिनांक **02.01.2026** को सूचीबद्ध किया गया है। सुलभ सन्दर्भ हेतु शिकायत करता द्वारा दाखिल और माननीय जिला उपभोक्ता फोरम के समक्ष लंबित उपरोक्त मुकदमे की परिवाद की प्रति संलग्नक संख्या 1 के रूप में संलग्न है

मामले के उपर्युक्त तथ्यों और परिस्थितियों, विशेष रूप से इस तथ्य को ध्यान में रखते हुए कि उक्त शिकायतकर्ता/आवेदक ने स्वयं सक्षम न्यायालय के समक्ष उपरोक्त सम्बन्ध में शिकायत / परिवाद दाखिल कर रखा है तथा मामला न्यायालय में विचाराधीन है, अतः शिकायतकर्ता की वर्तमान शिकायत श्रीमान जी के सामने पोषणीय नहीं है ।

शिकायतकर्ता द्वारा दी गई वर्तमान शिकायत, आवेदक कंपनी पर कई मंचों के समक्ष कंपनी के विरुद्ध समानांतर कार्यवाही शुरू करके अनावश्यक और

अवांछित मांगों के आगे झुकने के लिए अनुचित और अनावश्यक दबाव बनाने के अलावा और कुछ नहीं है। यह भी उल्लेख करना उचित है कि शिकायतकर्ता ने पहले भी अपने व्यक्तिगत अवैध लाभ की चाहत में और डेवलपर कंपनी को बदनाम करने के लिए कई मंचों पर इस और कई अन्य मुद्दों के बारे में कई शिकायतें दर्ज की हैं और वह प्रक्रिया और कानून का दुरुपयोग कर रहा है।

अतः, विधि के हित में यह समीचीन है कि शिकायतकर्ता/आवेदक - श्री लाल बचन राय द्वारा दी गई शिकायत को अस्वीकार किया जाए।

धन्यवाद एवं सादर,

For VIRAJ CONSTRUCTIONS PVT. LTD.



DIRECTOR

आर. के. अग्रवाल

निदेशक

मेसर्स विराज कंस्ट्रक्शन्स प्राइवेट लिमिटेड



(TRUE COPY)

TRUE TRANSLATED COPY

Viraj Constructions Pvt. Ltd.

An ISO 9001:2015 (QMS), 14001:2015(EMS), 45001:

2018 (OH&S) Certified Company

CIN: U45210UP2005PTC030895

To

Assistant Engineer

Lucknow Development Authority

Naveen Bhawan, Vipin Khand

Gomti Nagar, Lucknow

REF: Reply/remarks on behalf of developer company in connection with the notice issued on complaint RGRS no 40015725105839 filed by Sh. L B Rai on dated 15.10.2025.

Sir,

This is in reply to your letter no. 1066/AB/MAP/2025 dated 31.10.2025 in which in compliance of IGRS complaint no. 4001572509764 filed by Sh. L. B. Rai, reply was

asked from the developer company Viraj Constructions Private Limited.

In this connection this is mention worthy that the complainant had earlier filed complaint no. CC/126/2022 before the Hon'ble State Consumer Commission for transfer of sale deed and parking which the Hon'ble Commission, dismissing the order dated 30.50.025, had instructed the complainant to file complaint before the District Consumer Forum in compliance of which the complainant has admitted complaint no. CC/210/2025 before the Consumer Forum and this case is presently pending before the District Consumer Forum and has been listed on dated 02.01.2016. For easy reference, the complaint admitted by the complainant and copy of complaint of the above case pending before the Hon'ble District Consumer Forum, is enclosed as enclosure no. 1.

Keeping in view the above facts and circumstances, specifically keeping in view this fact that the above complainant/applicant has himself admitted the complaint in connection with the above before the competent Court, therefore, the present complaint of the complainant is not maintainable before the Hon'ble.

The present complaint by the complainant, initiating parallel proceedings against the company before many forums, is nothing but to build improper and unnecessary pressure to yield before the unnecessary undesired demands. Here, this is also appropriate to mention that the complainant had earlier also, in the desire for his personal illegal benefit and to defame the developer company, has registered many complaints on various forums in connection with this and many other issues and is misusing the process and the law.

Therefore, this appropriate in the interest of law that the complaint by Sh. Lal Bachan Rai be rejected.

Thanks & regards,

For VIRAJ CONSTRUCTIONS PVT. LTD.

sd/

R.K. AGGARWAL

DIRECTOR

M/S VIRAJ CONSTRUCTIONS PVT. LTD.



(TRUE TRANSLATED COPY)



Office Vsalegal <office@vsalegal.in>

Reply to OA on behalf of Respondent No. 7 in OA/1346/2024 titled as "Lal Bachan Rai Vs. Env. Forest and Climate Change Dep. Gov. of U.P. & Ors."

1 message

Office Vsalegal <office@vsalegal.in>

Mon, Dec 1, 2025 at 3:32 PM

To: saurabhmishra88@hotmail.com, amit.shukla@lexweb.in, Naveen Kumar <naveenkraor@gmail.com>, priyanka swami <advpriyankaswami@gmail.com>, bhanwar jadon <bhanwar09jadon@gmail.com>

Cc: Sumeer Sodhi <sumeer@vsalegal.in>, Kartikay Garg VSA <kartikay@vsalegal.in>

Dear Sir/ Ma'am,

Please find attached scanned copy of the Reply to Original Application on behalf of Respondent No. 7 in the abovecaptioned matter.

Kindly treat this email as due service of the same.

Office of VSA Legal**Counsels for the Respondent No. 7**

Address - 32, Ground Floor,

Uday Park, South Ex-II,

New Delhi-110049

Phn : +91-11-43541022, +91-11-43514961

Website: www.vsalegal.in**CONFIDENTIALITY NOTE:**

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**Reply in LB Rai.pdf**

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