

**IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL  
BENCH, NEW DELHI**

ORIGINAL APPLICATION NO. 245 OF 2021

**IN THE MATTER OF: -**

Vineet Sinha

... Applicant

V/S

Union of India & Ors.

... Respondents

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Place: New Delhi  
Dated: 27.06.2022

  
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**IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL  
BENCH, NEW DELHI**

ORIGINAL APPLICATION NO. 245 OF 2021

**IN THE MATTER OF: -**

Vineet Sinha ... Applicant

V/S

Union of India & ORS. ... Respondents

**SUBMISSIONS ON BEHALF OF APPLICANT TO THE  
JOINT INSPECTION REPORT DATED 19.02.2022  
SUBMITTED BY UPPCB, CPCB AND SEIAA AND REPORT  
DATED 02.05.2022 SUBMITTED BY NOIDA AND  
REJOINDER ON BEHALF OF THE APPLICANT TO THE  
REPLY AND OBJECTIONS OF RESPONDENT NO. 6**

MOST RESPECTFULLY SHOWETH:

**PRELIMINARY SUBMISSIONS:**

1. At the outset, it is submitted that the Express Builders and Promoters Private Limited/ Project Proponent (Respondent No. 6) does not possess a Prior Environment Clearance at all as mandated under Clause 2 of EIA Notification, 2006 and the entire housing project “Express Zenith, Plot No. GH-02A, Sector-77, Noida” (hereinafter referred to as “Housing Project”) has been constructed and developed without an Environment Clearance. In this regard it is submitted as under: -

- (i) The Environment Clearance dated 19.09.2011 (Annexure A-4 at Page No. 52 of the Original Application/ Annexure-3 to the Joint Inspection Report dated 19.02.2022/ Annexure R-5 to the Reply

of Respondent No. 6 at Page 286 of reply) was taken by an entity by the name Express Builders Private Limited (now known as Express Builders Limited).

- (ii) The Joint Inspection Committee has also stated that the EC is in the name of Express Builders (P) Ltd.
- (iii) That Express Builders & Promoters Private Limited (Respondent No. 6) and Express Builders Private Limited are two distinct companies having separate legal entity. Express Builders Private Limited is now known as Express Builders Limited. A copy of Certificate of Incorporation dated 18.06.1980 bearing Number 10560 of 1980-81 in the name of Express Builders Private Limited and master date in the name of Express Builders Limited bearing the same Registration No. 10560 has already been placed on record by the Applicant at Page No. 14 and 15 at IA No. 77/2022.
- (iv) The Respondent No. 6 also admits that Express Builders and Promoters Private Limited and Express Builder Private Limited (Now known as Express Builders Limited) are two separate entities.
- (v) Admittedly, the Respondent No. 6 is the landowner and has raised construction and developed the Housing Project (at Para No. 68 and 69 at Page No. 273-274 of reply of Respondent No. 6).
- (vi) Under the aforesaid circumstances, the Environment Clearance was to be taken by the Express Builders and Promoters Private Limited/ Respondent No. 6 herein, which it has deliberately failed to do.



- (vii) The Respondent No. 6 is merely stating that the Environment Clearance dated 19.09.2011 in the name of Express Builders (P) Limited is an omission on the part of SEIAA. Respondent No. 6 is estopped from stating so. Respondent No. 6 further states that it has applied for rectification, however no such application for rectification has been placed on record.
- (viii) Even the application dated 28.08.2018 for extension of validity of EC dated 19.09.2011 was applied by “Express Builders Private Limited” as stated in Form-1 at Sr. No. 13 at Page No. 113 of Form-1 and in the said Form-1 it is nowhere stated that name of Project Proponent be rectified.
- (ix) That after service of notice of present OA, an application dated 25.11.2021 was filed seeking prior expansion of Housing Project vide file No. 6713/ Proposal No. SIA/UP/MIS/241391/2021, even the said application for expansion was submitted under the name “Express Builders Private Limited” and there is no mention about the name of Respondent No. 6 or rectification of name in the said application for expansion.
- (x) Admittedly Express Builders Private Limited was converted into a public limited company on 30.11.1993, but despite that the application dated 28.08.2018 for extension of validity of EC and application dated 25.11.2021 for expansion of EC was submitted by and under the name as “Express Builders Private Limited”.

- (xi) All this is done by the Respondent No. 6 in collusion with the said Express Builders Private Limited (now Express Builders Limited) with malafide intention and willful object to deliberately violate the environment laws and regulations. Therefore, the Applicant has filed an application OA No. 77/2022 seeking impleadment of Express Builders Limited as a Respondent.
  - (xii) That rest of the submissions of the Applicant are in addition to and without prejudice to the submissions raised in the present para.
2. It is submitted that the Applicant pointed out the said irregularity and illegality in issuance of EC dated 19.09.2011 to the Joint Inspection Committee vide written submissions dated 02.02.2022 (Annexure-2 to the Joint Inspection Report dated 19.02.2022).
3. It is also submitted that Respondent No. 6 has deliberately and willfully failed to adhere the Environment Law and Regulations and also the EC conditions. Therefore, the application dated 28.08.2018 for extension of validity of EC dated 19.09.2011 was rejected on 27.11.2018 for want of compliance report in respect of EC dated 19.09.2011 and photographs alongwith monitoring data. The Respondent No. 6 again filed an application dated 25.11.2021 (after service of notice of present OA) for expansion of EC, however the said application was also rejected on 27.01.2022 for want of compliance report of previous EC.

4. It is submitted that the Respondent No. 6 has willfully, deliberately, illegally and in arbitrary manner exceeded the built up area beyond the limit as specified under the alleged EC. It is submitted that the alleged EC dated 19.09.2011 was granted for raising construction upto the proposed built up area of 94,477.578 sq mt., whereas in building plan dated 15.11.2017, Respondent No. 5 has permitted the Respondent No. 6 to raise construction upto 1,13,922.210 Sq. Mt. and in fact the Respondent No. 6 is raising construction not only upto 1,13,922.210 Sq. Mt. but it is raising construction beyond the said limit, which is evident from a bare perusal of fact that in the application dated 25.11.2021 the Respondent No. 6 is demanding expansion in EC upto 1,35,000 Sq. Mt. It is submitted that the Respondent No. 6 not sought EC for area upto 1,13,922.210 Sq. Mtr. or higher limit immediately after sanction of revised building plan dated 15.11.2017 and without such expansion has constructed Tower-B, C and commercial complex and community center consisting of a swimming pool, gym and club hall/ party hall and started raising construction of Tower-A. Even the Respondent No. 5 has issued Occupancy Certificate on 15.12.2017 in respect of Tower-B and C and failed to consider that the Respondent No. 6 has no EC for extended area in Tower-B and C.
5. It is submitted that in Revised Building Plan Sanction letter dated 15.11.2017, the Respondent No. 5 notified the Respondent No. 6 at Clause 33 of Letter dated 15.11.2017 that it will have to obtain a revised EC for extended area and submit the same. It is categorically stated in Revised

Building Plan Sanction Letter dated 15.11.2017 that the sanction is granted for getting EC only and that the sanction shall be treated to be revoked in case construction is raised prior to getting EC. A copy of revised building plan sanction letter dated 15.11.2017 was also forwarded to SEIAA. Admittedly the Respondent No. 6 has not applied for EC for even for extended area and in absence thereof the construction of Tower-A, B, C, community center consisting of swimming pool, gym & club house/ party hall and commercial complex is illegal.

6. It is submitted that the Respondent No. 6 has no permission in alleged EC dated 19.09.2011 for constructing of a community center including swimming pool, gym and club hall/ party hall nor for constructing commercial complex nor for increased parking in the alleged EC dated 19.09.2011 nor for expansion of area in Tower-B and C but it has raised/ raising construction thereof and earning revenue from the same. It is, therefore, submitted that strict and deterrent action may be taken against the Respondent No. 6.

**SUBMISSIONS REGARDING JOINT INSPECTION REPORT DATED 19.02.2022 OF CPCB, UPPCB AND SEIAA: -**

7. That the Joint inspection team has rightly found that the EC dated 19.09.2011 was issued to Express Builders (P) Ltd. It is submitted that Express Builders (P) Ltd. (now known as Express Builders Limited) and Respondent No. 6 are two

separate legal entities. Express Builders (P) Ltd. has nothing to do with the Housing Project.

8. That the Joint inspection team has rightly found that the Respondent No. 6 has constructed Basement + Ground + 19 floors in Tower-B, C, D, E and F in violation of EC which mandates for Basement + Ground + 18 floors only. The Joint Inspection Committee has thus rightly recommended for levy of Environment Compensation as per the order of the Hon'ble Supreme Court passed in *Goel Ganga Developers India Private Limited Versus Union of India reported in (2018) 18 SCC 257*.
9. That the Joint Inspection Committee has stated project cost of Housing Project at Rs. 149.30 Crores. The said project cost is based on the basis of alleged sheet dated 22.06.2012 (Annexure-9 of the Joint Inspection Report) wherein it is categorically stated that it is the estimated cost and it is based on estimates as provided by the Respondent No. 6. The alleged sheet dated 22.06.2012 was prepared prior to the date of initiation of construction and so it is an estimate only. The Respondent No. 6 has completed construction of 715 flats in 5 towers, a community center consisting of swimming pool, gym & club hall/ party hall and a commercial complex, construction of Tower-A consisting of 120 flats is underway. It is submitted that the construction of Housing Project is almost complete or say more than 85%-90% is complete. Under the aforesaid circumstances the project cost cannot and should not be based on estimates. It is submitted that the actual project cost should be

calculated based on the audited financial statement of the Respondent No. 6.

10. That the Joint Inspection Team has also found that Respondent No. 6 has received sanction for construction of 835 flats in Housing Project from Respondent No. 5 (Noida Authority) on 15.11.2017 in contravention of EC dated 19.09.2011, out of which construction of 715 flats is complete and construction of 120 flats is underway at Tower-A. The photographs submitted by the Applicant at Page No. 149 of the OA and by the Joint Inspection Team make it crystal clear that construction upto 8 floors has been raised in Tower-A. The Respondent No. 6 admits that it had to stop construction because of order passed by the Hon'ble Allahabad High Court in WP-C No. 19614/2018 on 30.05.2018 and 28.08.2018. However instead of getting the issue of unauthorized construction adjudicated, as was raised in the said writ petition, the Respondent No. 6 settled the matter with the Petitioner in the said writ petition and the Petition was dismissed as withdrawn on 28.10.2021. Since there was stay on construction, therefore the Applicant did not press for stay of construction of Tower-A at the time of hearing of present OA on 18.10.2021. However, upon withdrawal of aforesaid writ petition, the Applicant has filed an IA No. 195/2021 in this Hon'ble Court praying for stay on construction of Tower-A consisting of 120 flats.

11. That regarding rainwater harvesting pits, the Joint Inspection Committee has rightly found that the Respondent No. 4 has only constructed four (4) rainwater harvesting pits

as against five (5) as mandated in EC. It is, however, submitted that the sample of water was collected from one (1) rainwater harvesting pit only and not from all the four (4) pits. The water analysis report dated 08.02.2022 placed at Annexure-10 to the Joint Inspection Report categorically specify that the sample was collected from rainwater harvesting pit near Tower-D. Under the aforesaid circumstances, it cannot be said that all the rainwater harvesting pits is complying the norms.

12. That regarding STP, the Applicant has placed on record a report dated 28.06.2021 (Page 69 of OA) issued by the Respondent No. 5 categorically stating therein that upon inspection by Respondent No. 4 and 5 it was found that the STP was not working. The Joint Inspection Committee has rightly observed that the Respondent No. 6 has no Consent to Operate under the Water (Prevention and Control of Pollution) Act, 1974 post 31.12.2019. Application for consent to Operate (Air & Water) was applied by the Respondent No. 6 on 10.02.2022 i.e. 9 days before the inspection. The Joint Inspection Committee has also rightly found that the STP was not achieving norms on 06.10.2021. The Joint Inspection Committee has recommended Environment Compensation of Rs. 77,10,000/- upon the Respondent No. 6 and also stated that prosecution case has been filed in Special Court (Pollution) Lucknow. It is submitted that the Environment Compensation should be deterrent because there are repeated, deliberate and willful violations of Environment law and Regulations.

13. That regarding green belt, it is submitted that the Respondent No. 6 has not maintained the same properly. The photographs placed on record by the Joint Inspection Committee clearly show that the plants are newly planted and hardly about 1 or 2 fts. It is submitted that part OC was issued to the Respondent No. 6 on 03.11.2015 and another part OC was issued on 15.12.2017. Had the plants would have been planted prior to issuance of OC(s), in 5 to 7 years it would have been grown up.
14. That regarding internal road, the Joint Inspection Committee has rightly found that width of road has been reduced to 6 meters from 9 meters. The photographs placed on record by the Joint Inspection Committee clearly show that the Respondent No. 6 has constructed open car parking by reducing width of road from 9 meters to 6 meters. It is also submitted that the Respondent No. 6 has constructed/ is constructing 976 parking as against 928 as mandatorily required in EC by converting green area into parking slots alongside the internal roads of the Housing Project.
15. It is very much pertinent to mention here that the Joint Inspection Committee has conducted inspection of Housing Project behind the back of the Applicant. Inspection was conducted on 01.02.2022 without an advance notice to the Applicant, but the prior information for inspection was provided to the Respondent No. 6 as its director and officials were present at site. The Applicant had written emails dated 17.11.2021 and 26.11.2021 requesting to inform the date of inspection at housing project and hearing schedule. The Applicant had also visited Respondent No. 5 (NOIDA) on



21.01.2022 to ascertain the status of inspection. However, nothing was informed. At the time of inspection, the Applicant received a telephonic call from the phone number 9999007373 on 01.02.2022 at 4.11 PM. The caller stated that he is one of the members of present Committee and they have come to inspect the housing project site. The Applicant responded that he should have been given an advance notice of inspection. The Applicant categorically stated that he is the Petitioner in OA No. 245/2021 and so the Committee must note his version. The Applicant was busy in his office/ court chamber at Supreme Court and it was not possible for him to attend the inspection at Housing Project immediately. The deficiencies/ violations committed by the Respondent No. 6 were submitted to the Joint Inspection Committee by email dated 02.02.2022. However, the Joint Inspection Committee has not given any heed to the same. Emails dated 17.11.2021 and 26.11.2021 written by the Applicant are filed herewith and marked as **Annexure A-21**. The gate pass dated 21.01.2022 issued by Noida Authority is filed herewith and marked as **Annexure A-22**. (The Applicant has already marked Annexure A-1 to A-20 in OA, hence the Annexures in present submissions/ rejoinder are being marked in continuity).

16. It is submitted that the following points have not been covered by the Joint Inspection Committee and also by Noida Authority in its report despite categorically mentioned in OA and also pointed out by the Applicant in writing in its letter dated 02.02.2022 to the Committee: -

- (i) It is submitted that the Joint Inspection Committee and also the Noida Authority has failed to consider the aspect of additional construction in Tower-B raised by the Respondent No. 6 by covering side balcony/ terrace, much after issuance of Occupancy Certificate dated 15.12.2017, on a date when alleged EC dated 19.09.2011 had already been expired and was not extended (as stated in Para 5.14 of OA). The same is also a violation of building plan. The Noida Authority (Respondent No. 5) have building plan for each and every flat and could tell whether the said side balcony/ terrace was to be covered or not, however the Noida Authority has also not stated anything about the same in its report.
- (ii) That the Respondent No. 6 has encroached the green belt outside the alleged Tower-A and storing construction material therein. Access gates to the said green belt have been locked by the Respondent No. 6. Photographs placed on record by the Joint Inspection Committee make it crystal clear that a side of the said green belt is being barricaded partly by tin shades and partly by brick wall and the labour etc. working at site is using the same for hanging wet clothes. The plants are recently planted therein as the same are hardly of heights about 1 or 2 fts. except some plants alongside the boundary wall of green belt. It is submitted that part OC was issued to the Respondent No. 6 on 03.11.2015 and another part OC was issued on 15.12.2017. Had the plants would have

been planted prior to issuance of OC(s), in 5 to 7 years it would have been grown up. A photograph of green belt is filed herewith and marked as **Annexure A-23**.

- (iii) There is no finding about the excess car parking slots in open area.
- (iv) There is no finding about the illegal extension of built up area by the Respondent No. 6 contrary to the area as was permitted in alleged EC dated 19.09.2011.
- (v) There is no finding about the permission to the Respondent No. 6 to construct Tower-A, B & C, a commercial complex and community center consisting of swimming pool, gym and a club hall/ party hall in extended area and the circumstances why Occupancy Certificate dated 15.12.2017 was issued in respect of Tower-B and C which were constructed on extended area (FAR) for which there is no EC.

**SUBMISSIONS REGARDING REPORT DATED 02.05.2022  
FILED BY NOIDA (RESPONDENT NO. 5): -**

17. That the Respondent No. 5 has filed a separate report dated 02.05.2022 on the pretext that the violations committed by the Respondent No. 6 are related to planning department. It is submitted that the Respondent No. 5 has also failed to ascertain why the permission was granted to Respondent No. 6 to raise construction in excess of the construction as permitted under EC dated 19.09.2011. The Respondent No.

5 has also not stated the reasons for allowing construction of Tower-A, B & C, commercial complex and a community center consisting of swimming pool, gym and club house/ party hall on extended area (FAR) by the Respondent No. 6 without an EC for extended area. The Respondent No. 5 has also not stated the reasons for issuance of Occupancy Certificate dated 15.12.2017 in respect of Tower-B and C which are constructed on extended area (increased FAR), for which inspection was conducted by NOIDA on 23.11.2017 and for which (extended FAR) Respondent No. 6 possess no EC. It is also submitted that the Respondent No. 5 and Joint Inspection Committee have failed to investigate how the Respondent No. 6 was permitted to construct atleast Tower-B and C on extended area (increased FAR) which was sanctioned on 15.11.2017 and completed the construction by 23.11.2017 and got the Occupancy Certificate on 15.12.2017 itself. Obviously, the Respondent No. 6 would have started construction much before the sanction of revised building plan dated 15.11.2017 then only it would be able to complete construction of 19 floors building in two towers by 23.11.2017.

18. That the NOIDA has stated that initial building plan were sanctioned on 19.09.2011 and revised building plan were sanctioned on 15.11.2017 extending the area of construction from 94477.578 Sq. Meters to 1,13,922.210 Sq. Meters which consist of enhancement in the area of Tower-A, B and C, enhancement of service area from 5518.908 Sq. Meters to 8304.477 Sq. Meters, permission

for construction of commercial complex, permission for stilt car parking and increase in car parking from 928 ECS to 976 ECS. That while sanctioning revised building plan dated 15.11.2017, it was categorically made clear to the Respondent No. 6 that it has to obtain a revised EC and submit the same with NOIDA and in case the construction is raised without revised EC, building plan shall be treated to be revoked and action will be taken. However, the Respondent No. 6 has miserably failed to obtain revised EC, even did not apply for EC for construction on extended area (increased FAR) prior to raising construction, constructed Tower-B and C and commercial complex and community center consisting of swimming pool, gym & club house/ party hall and has also started constructing Tower-A. Despite the said violation and also pre-condition of cancellation of building plan, the NOIDA took no action rather has rewarded the Respondent No. 6 by granting Occupancy Certificate dated 15.12.2017. NOIDA has permitted the Respondent No. 6 to continue violations.

19. That regarding green area and green belt at the Housing Project, NOIDA has only stated that the Respondent No. 6 has provided an affidavit stating therein to maintain green area till the Housing Project is handed over to the RWA. NOIDA has failed to take note that the green area/ green belt has not been maintained by the Respondent No. 6.

20. That NOIDA has also failed to ascertain that the Respondent No. 6 has not handed over the housing project

to the RWA even after 11 years. Whereas as per the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 mandates that the housing society should be handed over to RWA within 2 years of construction.

21. That NOIDA has stated that it look after only the Building Bye Laws. However, in sanction letter itself, NOIDA has put a pre-condition for prior EC and in absence thereof the building plan shall be revoked automatically, which condition the NOIDA has failed to implement strictly just to favour the builders and in present case the Respondent No. 6.

22. That regarding a functional STP, NOIDA has stated that it is the responsibility of Respondent No. 6. Partial occupancy certificate was issued to the Housing Project. NOIDA has further stated that before applying for Completion Certificate upon completion of entire housing project, the Respondent No. 6 will have to take Consent to Operate from the concerning department and submit in its office. In this manner, NOIDA has stated that it has no concern whether the STP is functional in party completed housing society and if functional, is it achieving norms. This Hon'ble Court in order dated 23.12.2021 has also noted the said conduct of NOIDA in OA No. 1002/2018 and has observed that NOIDA has issued partial occupancy certificate to facilitate the builders to sell the flats which prima facie amount to offence. The Hon'ble Court has also observed that the buildings have been occupied even before setting up of functional and

compliant STP, in violation of EC/consent conditions. The Hon'ble Court held that this policy of NOIDA will have to be reviewed to effectuate the mandate under the EC/ consent conditions read with Water and EP Acts. The Hon'ble Court has categorically held that though the STP were required to be functional before occupancy, it is either not installed or are non-functional or non compliant. It is submitted that this Hon'ble Court has also recorded in its order dated 23.12.2021 that the CEO of NOIDA has stated that she will personally monitor compliances of EC/ consent conditions. However, the NOIDA has failed to fulfil its commitment in respect of present Housing Project. This Hon'ble Court has also ordered that earning money by committing offence under Air, Water, EP Acts amounts to offence under Section 3 of the PMLA Act, 2002, and the Enforcement Directorate was directed to proceed against the violators and colluders in such offences. It is submitted that the same is the situation in present case in hand, Respondent No. 6 in collusion with Express Builder (P) Limited (now known as Express Builders Limited) and officials of concerned agencies has earned unlawfully by deliberately violating Water and EP Act. A true copy of order dated 23.12.2021 passed by this Hon'ble Court in OA No. 1002/2021 is filed herewith and marked as **Annexure A-24**.

23. It is submitted that the mode and manner, in which the inspection was conducted and report is prepared, creates suspicious circumstances as it favours Respondent No. 6. It is submitted that the Hon'ble Court vide order dated

18.10.2021 has directed for inspection within 2 months. But the same was not conducted within the said timeline. The Joint Inspection Team waited till the outcome of the application dated 25.11.2021 submitted by the Respondent No. 6 for expansion of alleged EC, which was rejected/ deferred on 27.01.2022. Then only the inspection was conducted. Then the Applicant was not informed about the inspection despite the order of this Hon'ble Court and also reminders by the Applicant. The Joint Inspection Committee left out reporting certain deficiencies and violations as was committed by the Respondent No. 6 in collusion with Express Builders (P) Limited (now known as Express Builders Limited) and concerning officials. The Joint Inspection Committee has miserably failed to ascertain how NOIDA has given permission to the Respondent No. 6 to raise construction in excess of construction permitted under the EC despite categorical order of this Hon'ble Court. The NOIDA authority though has filed its report separately on the pretext that it pertains to Planning Department of NOIDA, but even the NOIDA has miserably failed to investigate the said aspect. NOIDA has also not investigated and stated about the circumstances whereunder the Respondent No. 6 started raising construction without submitting an EC for extended area (increased FAR) and Occupancy Certificate dated 15.12.2017 was issued in respect of Tower-B and C which were constructed on extended area (increased FAR) without a valid EC. It is also submitted that the Hon'ble Court has permitted the statutory authorities to take action and file action taken



report, however nothing has been done till date. Under the aforesaid facts and circumstances, the Applicant most respectfully submits that a High Powered Committee, headed by a retired Supreme Court Judge, may be constituted for investigation the deliberate and willful violations, deficiencies and illegal activities by the Respondent No. 6 and its associates, not only of environment laws and regulations but also violation of Building Bye Laws which has caused loss to the ecology and to give suggestions to avoid such violations in future by any of the Builders in NOIDA.

24. It is submitted that one of the reasons for committing such willful and deliberate violations of environment law and regulations by Respondent No. 6 is, it is getting finance facilities from the bankers, who has advanced finance facility without ascertaining whether Environment Law and Regulations are being strictly adhered to. The Respondent No. 6 has spent the money advanced by the bankers/ financial institutions. In the present case in hand, Housing Development Finance Corporation Limited ("HDFC Ltd") has extended finance facility to the Respondent No. 6. A Letter dated 19.03.2014 issued by HDFC Limited reporting its lien on Housing Project and recording of mortgage is filed herewith and marked as **Annexure A-25**.

25. It is submitted that the Reserve Bank of India has formed guidelines for title search by the bankers and financial institution before extending finance facility. But there is no such guidelines for the bankers and financial institution

to see strict adherence to Environment Laws and Regulations before extending credit facilities. It is submitted that the Reserve Bank of India may be directed to formulate guidelines to check compliance of environment laws and regulations by the bankers and financial institutions before extending finance facility in the housing projects.

**REJOINDER TO THE REPLY AND OBJECTIONS OF RESPONDENT NO. 6: -**

26. At the outset, it is submitted that every statement, counter statement, contention, allegation, averment, submission and contentions made by the Respondent No. 6 in reply to the OA and objections to the Joint Committee Report dated 21.01.2022, in so far as they are contrary and/or inconsistent to the contents of the OA filed by the Applicant and the Joint Committee Report dated 21.01.2022 and also the submissions raised in foregoing paragraphs, stand categorically denied to the extent of such inconsistencies. The each and every content of the reply and objections are to be considered refuted unless the same are specifically admitted herein by the Applicant. The contents of the OA and foregoing paragraphs are reiterated and reaffirmed.

27. That the contents of Para No. 1 need no rejoinder. In specific reply the submissions raised in OA and foregoing paragraphs are reiterated and reaffirmed.

28. That the contents of Para No. 2 and 3 need no rejoinder.

29. That the contents of Para No. 4 are vehemently denied. In specific reply the submissions raised in OA and foregoing paragraphs are reiterated and reaffirmed.

30. That the contents of Para No. 5 need no rejoinder.

**REPLY TO PRELIMINARY SUBMISSIONS: -**

31. That the contents under the heading “Antecedents of the Applicant” under Para No. 6 to 17 are wrong and vehemently denied. It is submitted that the false and frivolous allegation has been levelled against the Applicant in the paras under reply to mislead this Hon’ble Court. It is submitted that the Respondent No. 6 has not approached this Hon’ble Court with clean hands. The deliberate illegal activities being conducted on the part of the Respondent No. 6 and its associates have come to light and are under scanner, therefore, as a counter blast the Respondent No. 6 has put forth false and frivolous allegations against the Applicant. It is submitted that the Joint Inspection Report dated 19.02.2022 and Report by NOIDA dated 02.05.2022 has categorically made it clear that the Respondent No. 6 in collusion with Express Builders (P) Ltd. (Now known as Express Builders Limited) and its associates has wilfully and deliberately violated the Environment Laws and Regulations and EC/ consent conditions and is engaged in illegal activities because of which the life and liberty of the residents in the housing project including the Applicant are in imminent danger. It is categorically submitted that the

Applicant is fighting for his legal and constitutional rights and also for ecology. In specific reply to the contentions raised in Para No. 6 to 17, it is submitted as under: -

- (i) That the Respondent No. 6 had represented that it has all the permissions and approvals for construction and sale of apartment in Housing Project. The Respondent No. 6 categorically assured the Applicant that it will execute a sale deed in respect of the Applicant simultaneously at the time of handing over possession of flat. Believing the assurances of the Respondent No. 6, the Applicant has purchased a flat bearing No. F-001 at Ground Floor in the Housing Project for total sale consideration amount of Rs. 84,75,450/- (Rupees Eighty Four Lacs Seventy Five Thousand Four Hundred Fifty Only). Entire payment was made by 28.09.2020 after deducting applicable TDS.
- (ii) That after payment of entire sale consideration amount, The Applicant approached the Respondent No. 6 for taking over possession of flat No. F-001 and execution of sale deed in his favour. The Respondent No. 6, then on 28.09.2022, informed the Applicant that it can handover the possession of the Flat, but refused to execute a Sale Deed in favour of the Applicant. It is submitted that the Applicant had the money to purchase stamp duty and for registration charges. A copy of the Bank Passbook of the Applicant's bank account

namely UCO Bank, Supreme Court, New Delhi evidencing that the Applicant was having sufficient amount for purchase of the Stamp duty and for payment of Registration fee and continued to maintain the same till the date the stamp duty is purchased and registration fee is paid is filed herewith and marked as **Annexure A-26**.

- (iii) That one of the false, frivolous and concocted story, besides others, which the Respondent No. 6 told to the Applicant for non-execution of sale deed was that because of Covid-19 pandemic and consequent lockdown, the process at NOIDA is being delayed and sale deed will take time. The Respondent No. 6 stated that the Applicant can carry on interior work in the flat and start residing therein and in the meantime, it will arrange for execution of a sale deed in favour of Applicant.
- (iv) That though the false and concocted stories told by the Respondent No. 6 to the Applicant was not believable, the Applicant took over possession of flat No. F-001 on 28.09.2022, while handing over possession of flat, the Respondent No. 6 acted illegally and with malafide intention and refused to hand over possession documents to the Applicant.
- (v) Though the Applicant was having money for purchase of the stamp duty and payment of registration charges, the Respondent No. 6 forced the applicant to sign document/s on stamp paper of

Rs. 10/- stating that the Applicant does not have money for registration and stamp duty of the Property and would get the registration at later stage after taking over possession of the Flat. The Respondent No. 6 refused to hand over possession of flat and execution of sale deed without such document. Since the Applicant had paid entire purchase consideration amount, there was no other option except to accept the term of the Respondent No. 6.

- (vi) Thereafter the Applicant on various occasions telephonically requested the Respondent No. 6 to execute Sale Deed in his favour and hand over possession documents, however the Respondent No. 6 avoided replying.
- (vii) That the Applicant has written emails dated 14.12.2020, 22.12.2020, 29.12.2020, 30.12.2020 02.01.2021, 19.02.2021 and 25.02.2021 to the Respondent No. 6 calling upon it to execute a Sale Deed and handover possession documents, however the Respondent No. 6 has not replied to any of the emails. In the aforesaid emails it was clarified that the Applicant have the money for purchase of stamp duty and payment of registration expenses. Emails dated 14.12.2020, 22.12.2020, 29.12.2020, 30.12.2020 02.01.2021, 19.02.2021 and 25.02.2021 are filed herewith and marked as **Annexure A-27**.

- (viii) That the possession documents were belatedly delivered to the Applicant partly on 30.12.2020 and remaining on 02.01.2021. However there was no commitment by the Respondent No. 6 for execution of sale deed.
- (ix) That since the Respondent No. 6 was not ready to execute a sale deed in favour of the Applicant, the Applicant visited NOIDA on 02.03.2021 and met with the officials at Group Housing Department. At that time, the Applicant came to know that the Respondent No. 6 is a chronic defaulter to the dues of NOIDA which as on that day was about Rs. 70 Crores and therefore the NOIDA has barred the Respondent No. 6 from selling the flats in Housing Project and to execute sale deeds. It was informed that the Respondent No. 6 has not paid lease premium and lease rent to NOIDA since 2017. NOIDA categorically told the Applicant that as per Lease Deed dated 01.09.2010 executed by NOIDA in favour of Respondent No. 6 in respect of land pertaining to housing project, Respondent No. 6 was to pay Lease premium, lease rent and other dues between 30.09.2010 to 30.03.2020 and upon default in payment, Respondent No. 6 will not be permitted to sale a flat. The said Lease Deed categorically stated that the possession of a flat will not be handed over without a sale deed in favour of flat buyer. NOIDA also informed that the Respondent No. 6 had the permission to sale only

392 flats and execute sale deed in respect thereof. A copy of Lease Deed dated 01.09.2010 executed by NOIDA in favour of Respondent No. 6 is filed herewith and marked as **Annexure A-28**.

- (x) That the NOIDA, upon the representation dated 10.03.2021 filed by the Applicant has passed an order dated 31.05.2021 stating that the Respondent No. 6 is defaulter to the dues of NOIDA and therefore the NOIDA has restrained the Respondent No. 6 from executing and registration of sale deed in respect of flats in the housing project Express Zenith, Sector-77, Noida including the flat No. F-001. The NOIDA directed the Respondent No. 6 to immediately clear its dues and execute a sale deed in favour of the Applicant in respect of Flat No. F-001, Ground Floor, Express Zenith, Sector-77, NOIDA. A true copy of the order dated 31.05.2021 passed by NOIDA with its translation is filed herewith and marked as **Annexure A-29**.
- (xi) That the Group Housing Department of NOIDA has informed that a sum of Rs. 68,23,73,780/- (Rupees Sixty Eight Crores Twenty Three Lacs Seventy Three Thousand Seven Hundred Eighty Only) is outstanding upon the Respondent No. 6 in respect of PSP Installments/ Interest and a sum of Rs. 2,75,87,041/- (Rupees Two Crores Seventy Five Lacs Eighty Seven Thousand Forty One Only) is outstanding in respect of Ground Rent (upto



2021-22) upon the Respondent No. 6 in respect of Plot No. GH-02A, Sector-77, Noida where the housing project Express Zenith has been constructed. In this manner, the Respondent No. 6 is in default of a total sum of Rs. 70,99,60,821/- (Rupees Seventy Crores Ninety Nine Lacs Sixty Thousand Eight Hundred Twenty One Only) to NOIDA upto 2021-22, which has not been paid till date. It has also been informed that the Respondent No. 6 has made the last payment in respect of Installment and Ground Rent on 08.06.2017 and thereafter no payment was made. A true copy of RTI information dated 07.04.2021 is filed herewith and marked as **Annexure A-30**.

- (xii) It is submitted that the Respondent No. 6 and its associates have thus committed offence under Sections 406, 409, 420, 468, 471, 120-B read with Section 34 of the Indian Penal Code, 1860 and also has syphoned off money of about Rs. 100 Crores of other flay buyers and public money including money of Applicant. Hence the Applicant filed a police complaint at P.S. Barakhamba Road, New Delhi. However, irony of fate is that FIR was not registered.
- (xiii) Under the said circumstances, the Applicant filed a Writ Petition (Crl.) No. 1019/2021 in the Hon'ble Delhi High Court praying therein for investigation by CBI and also by ED. The said writ petition is

pending adjudication, wherein status report has been filed by the State.

(xiv) That the Applicant had also filed a Writ Petition (C) No. 5660/2021, which has been withdrawn with liberty to approach appropriate Forum. The Applicant has already mentioned about the said proceedings in the Hon'ble Delhi High Court in OA.

(xv) The Applicant had also filed a complaint bearing No. NCR144/03/71962/2021 before UPRERA praying for directions to the Respondent No. 6 to execute a sale deed in favour of the Applicant. The said complaint has been allowed vide order dated 27.08.2021 and the Respondent No. 6 has been directed to execute a sale deed in favour of the Applicant. It is submitted that despite order dated 27.08.2021, the Respondent No. 6 delayed the execution of sale deed. Upon a notice for execution by the Applicant, sale deed was executed in favour of the Applicant only on 23.10.2021. Here again the Respondent No. 6 committed default and neither the original sale deed nor a copy thereof was provided by the Respondent No. 6 to the Applicant despite reminders.

(xvi) It is submitted that one more complaint bearing No. NCR144/03/72601/2021 filed by a co-resident was also allowed by UPRERA with the complaint of Applicant. The said co-resident had already paid

stamp duty in August, 2019, however sale deed has not been registered till date and he has to file an Execution Petition. A copy of complaint bearing No. NCR144/03/72601/2021 is filed herewith and marked as **Annexure A-31**.

(xvii) It is pertinent to mention that the Respondent No. 6 has not executed sale deeds in respect of other flat buyers despite payment of stamp duty by them. Many of the flat buyers have approached UPRERA seeking directions to the Respondent No. 6 to execute a sale deed in their favour. The some of the complaints filed are numbered as under: -

- (a) NCR144/09/81548/2021 Prabal Jain Versus Express Builders and Promoters Pvt. Ltd.;
- (b) NCR144/11/85200/2021 Ankit Mathur Versus Express Builders and Promoters Pvt. Ltd.;
- (c) NCR144/12/87218/2021 Anjali Chopra Versus Express Builders and Promoters Pvt. Ltd.;
- (d) NCR144/01/87422/2022 Indra Kumar Singh & Neelam Versus Express Builders and Promoters Pvt. Ltd.; and
- (e) NCR144/01/87458/2022 Prajul Mangal Versus Express Builders and Promoters Pvt. Ltd.;

It is submitted that the arguments have been heard in the said complaints and the order has been reserved.

(xviii) It is submitted that as per the provisions of the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and also the provisions of RERA, 2016 have categorically provided that sale deed must be executed at the time of handing over possession of an apartment, which provisions the Respondent No. 6 is deliberately violating.

(xix) That the facts and circumstances as stated above under Para No. 31 and its sub-paragraphs makes it crystal clear that the Respondent No. 6 is a culprit against whom various civil as well as criminal cases are pending, A criminal complaint case has also been filed by the UPPCB in Special Environment Court, Lucknow. The Respondent No. 6 is committing other offence also like collecting of maintenance charges from electricity meter from each of the flat owners which is not permissible under the Electricity Act and despite complaint has not remedied the same. Exit gate of the Housing Project is remained closed by the Respondent No. 6 and there is only a single gate for entry and exit, which is a risk for the life and liberty of the residents including kids residing in the Housing Project. Pedestrian gate has not been made operational. There are deliberate violation of Environment Laws and Regulations by the Respondent No. 6 in collusion with Express Builders (P) Ltd. (now known as Express Builders

Limited). Under the aforesaid facts and circumstances, the Respondent No. 6 is estopped to level bald allegations against the Applicant and the said allegations may be rejected outrightly.

(xx) It is submitted that the Applicant is fighting for his legal and constitutional rights and reserves his right to claim compensation from the Respondent No. 6 by filing appropriate proceedings before appropriate Court. The Applicant is also fighting for ecology and therefore has instituted the present OA.

(xxi) It is categorically denied that the Applicant is a blackmailer, as alleged. It is also denied that the Applicant has lost before all the Forums, as alleged. It is the Respondent No. 6 who has filed false affidavit in this Hon'ble Court. The Applicant most respectfully prays that proceedings under Section 340 Cr.P.C. may be initiated against the Respondent No. 6.

32. That the contents under the heading "Inadmissibility of Joint Committee Report" under Para No. 18 and 19 and its sub-paras are wrong and vehemently denied. In specific reply the submissions raised in OA and in foregoing paragraphs are reiterated and reaffirmed. It is reiterated that the Joint Inspection Committee has rightly find the violation on the part of Respondent No. 6 and recommended for levy of environment compensation.

Noida has also pointed out that the Respondent No. 6 has miserably failed to obtain and submit revised EC upon sanction of Revised Building Plan on 15.11.2017 and raised construction, consequently the revised building plan dated 15.11.2017 are nullity and the construction raised is illegal. In specific reply to the contention raised in sub-Para (i) to (vi) of Para No. 19, it is submitted that the Respondent No. 6 is stating about completed construction but keeping silence about the construction already raised, which is illegal. Even about STP, despite clear finding that it was not working on 28.06.2021, was compliant on 06.10.2021 and the Respondent No. 6 had no Consent to Operate post 01.01.2020, the contention of the Respondent No. 6 that STP was working cannot and should not be believed.

33. That the contents under the heading “Unit has obtained all applicable environment permissions” under Para No. 20 to 24 are wrong and vehemently denied. In specific reply the submissions raised in OA and foregoing paragraphs are reiterated and reaffirmed. The same are not repeated herein for the sake of brevity and to avoid repetition. The Applicant most respectfully submits that the Hon’ble Court may go through the same as and when required.
34. That the contents under the heading “All construction activities undertaken before expiration of EC dated 19.09.2011” under Para No. 25 to 30 are wrong and vehemently denied. In specific reply the submissions raised in OA and foregoing paragraphs are reiterated and

reaffirmed. It is submitted that the construction of Tower-A, B & C, community centre consisting of swimming pool and gym & space for party hall and commercial complex all are constructed beyond the scope of EC. 8 floors have been constructed in Tower-A and so it cannot and should not be said there Tower-A has not been constructed and there is no construction in Tower-A. It is submitted that the application dated 28.08.2018 submitted by the Express Builders (P) Ltd. for extension of alleged EC dated 19.09.2011 was rejected for want of compliance report and monitoring data.

35. That the contents under the heading “No violation of Environment Clearance Conditions” under Para No. 31 to 33 are wrong and vehemently denied. In specific reply the submissions raised in OA and foregoing paragraphs are reiterated and reaffirmed. The same are not repeated herein for the sake of brevity and to avoid repetition. The Applicant most respectfully submits that the Hon’ble Court may go through the same as and when required.

36. That the contents under the heading “No violation in increase in number of floors of Towers constructed” under Para No. 34 to 44 are wrong and vehemently denied. The submissions raised in OA and foregoing paragraphs are reiterated and reaffirmed. The same are not repeated herein for the sake of brevity and to avoid repetition. The Applicant most respectfully submits that the Hon’ble Court may go through the same as and when required. In specific reply it is submitted as under: -

- (i) The application dated 22.02.2022 was submitted by the Respondent No. 6 seeking amendment in alleged EC dated 19.09.2011, which at all is not permissible. Reliance is being placed upon the ruling laid down by the Hon'ble Supreme Court in *keystone Realtors Private Limited Versus Anil V. Tharthare & Ors. reported in (2020) 2 SCC 66*. Be that as it may, the said application has been rejected.
- (ii) Regarding revised building plan dated 15.11.2017 and no EC for the enhanced built up area as per revised plan dated 15.11.2017, it is submitted that while sanctioning the revised building plan dated 15.11.2017, it was made clear that construction should not be raised as per revised plan without revised EC and in case the construction is raised, the revised plan shall be treated to be revoked. It is submitted that revised building plan were sanctioned on 15.11.2017, but much before the said date tower-B & C, community centre consisting of swimming pool, gym & club house/ party space and commercial complex had been constructed and that was the reason that immediately after revised building plan dated 15.11.2017, Occupancy Certificate was issued in respect of Tower- B and C on 15.12.2017, which at all is not possible. Tower-B and C has been constructed basis on enhanced FAR and revised building plan dated 15.11.2017. It is so submitted that the Tower-B and C, community centre



consisting of swimming pool, gym and club house/ party space and commercial complex has been constructed without an EC, which is per se illegal. The construction of Tower-A which is as on today upto 8 floors is also illegal. It is unbelievable that the Respondent No. 6 was waiting for stay order dated 30.05.2018 by the Hon'ble Allahabad High Court and so it did not apply for EC.

- (iii) It is submitted that the application dated 29.11.2021 for extension of alleged EC was filed only after the notice of present OA was served upon the Respondent No. 6. Even prior to the said application, Respondent No. 6 has extended built up area.
- (iv) That the contents of Para No. 39 and 40 are categorically denied. It is submitted that the built up area has been exceeded by the Respondent No. 6 as against as mandated under alleged EC dated 19.09.2011. Green belt has not been maintained as per norms. STP was not working on 28.06.2021, not achieving norms on 06.10.2021 and the Respondent No. 6 did not possess Consent to Operate under the Water (Prevention and Control of Pollution) Act, 1974 and therefore environment compensation of Rs. 77,10,000/- has rightly been levied and a prosecution case has been filed in the Special Environment Court, Lucknow. Under the aforesaid circumstances it cannot be said that there is no increase in pollution load, as alleged. It is also submitted that the Respondent No. 6 is not eligible

to take benefit of EIA Amendment Notification dated 02.03.2021. It is also submitted that the provisions of EIA Amendment Notification dated 02.03.2021, if any, are not applicable in the present case.

- (v) That application for amendment in alleged EC and also another application for expansion in alleged EC has already been rejected.
- (vi) That alleged EC dated 19.09.2011 was issued for raising construction upto 94,477.578 Sq. Meters. However, the Respondent No. 6 has raised construction upto built up area 1,13,922.210 Sq. Meters. The question is not only for number of dwelling units or number of floors, but it is for built up area also, which the Respondent No. 6 has deliberately violated.

37. That the contents under the heading “Inapplicability of *Goel Ganga Developers Pvt. Ltd. Versus Union of India* reported in (2018) 18 SCC 257” under Para No. 45 to 51 are wrong and vehemently denied. In specific reply the submissions raised in OA and foregoing paragraphs are reiterated and reaffirmed. It is submitted that the law laid down by the Hon’ble Supreme Court in *Goel Ganga Developers Pvt. Ltd. Versus Union of India & Ors. reported in (2018) 18 SCC 257* are applicable in the present case in hand. The Respondent No. 6 has deliberately violated the environment laws and regulations and EC conditions and also Consent conditions and therefore heavy environment compensation be imposed upon the Respondent No. 6 and its associates

including Express Builders (P) Ltd. (now known as Express Builders Limited) as is ordered in *Goel Ganga Developers Pvt. Ltd. Versus Union of India & Ors. reported in (2018) 18 SCC 257; M.C. Mehta & Anr. Versus Union of India (1987) 1 SCC 395; and Sterlite Industries (India) limited Versus Union of India (2013) 4 SCC 575*. It is also submitted that: -

- (i) EIA Amendment Notification dated 14.03.2017 is not applicable in the present case in hand.
- (ii) It is submitted that the OM dated 07.07.2021 issued by the Ministry of Environment & Forest and Climate Change is not applicable in the present case in hand for imposing environment compensation and penalising the violators. The environment compensation shall be imposed in strict adherence to the judgments passed in *Goel Ganga Developers Pvt. Ltd. Versus Union of India & Ors. reported in (2018) 18 SCC 257; M.C. Mehta & Anr. Versus Union of India (1987) 1 SCC 395; and Sterlite Industries (India) limited Versus Union of India (2013) 4 SCC 575*. The rulings laid down by the Hon'ble Supreme Court has not been set aside till date. The OM dated 07.07.2021 has not overruled the ruling of Hon'ble Supreme Court passed in *Goel Ganga Developers Pvt. Ltd. Versus Union of India & Ors. reported in (2018) 18 SCC 257*.
- (iii) The ruling passed in *Electrosteel Steels Limited Versus Union of India & Ors.* as relied upon by the Respondent No. 6 is not applicable in the present case in hand.

38. That the contents under the heading “Operation of STP strictly as per the Consent Conditions” under Para No. 52 to 57 are wrong and vehemently denied. The submissions raised in OA and foregoing paragraphs are reiterated and reaffirmed. At the cost of repetition, it is submitted that the STP was not working on 28.06.2021, was not compliant on 06.10.2021 and the Respondent No. 6 had no Consent to Operate under the Water (Prevention and Protection of Pollution) Act, 1974 post 01.01.2020. Under the aforesaid circumstances, imposition of environment compensation at the rate of Rs. 10,000/- per day is justified. It is submitted that the sewage from STP is connected to the STP of NOIDA and discharging of untreated sewage and waste water/ effluents was/ is definitely loading the NOIDA sewer line.

39. That the contents under the heading “Adequate rainwater harvesting facility installed by the Respondent” under Para No. 58 to 59 are wrong and vehemently denied. The submissions raised in OA and foregoing paragraphs are reiterated and reaffirmed. At the cost of repetition, it is submitted that the Respondent No. 6 was to construct five (5) rainwater harvesting pits, however it has constructed only four (4). At the cost of repetition, it is submitted that water discharge of all four (4) rainwater harvesting pits has not been tested and therefore it cannot and should not be said that the rainwater harvesting pits are properly maintained.

40. That the contents under the heading “Green belt planted and maintained by the Answering Respondent” under Para No. 60 are wrong and vehemently denied. The submissions raised in OA and foregoing paragraphs are reiterated and reaffirmed. The same are not repeated herein for the sake of brevity and repetition. The Applicant most respectfully craves indulgence of this Hon’ble Court to refer and reply upon the same as and when required. It is submitted that the Respondent No. 6 has encroached the green belt outside the periphery of tower-A, as stated in foregoing paragraphs.

41. That the contents under the heading “Width of internal road is 6 meters as per sanctioned plan by NOIDA” under Para No. 61 to 62 are wrong and vehemently denied. The submissions raised in OA and foregoing paragraphs are reiterated and reaffirmed. The Joint Inspection Committee has categorically stated that the width of internal road has been reduced from 9 meters as mandated under EC dated 19.09.2011 to 6 meters. The contention of Respondent No. 6 in this regard that as per building plan, it is not obligated to maintain internal road much less than 9 meters road, are vehemently denied. The Respondent No. 6 has to maintain internal road in strict adherence to the EC. The contention that Joint Inspection Committee has exceeded its jurisdiction beyond the terms of reference in order dated 18.10.2021 passed in this OA are vehemently denied. The Joint Inspection Committee has left out certain points from consideration, as stated in foregoing paragraphs. So far as the Firm NOC is concerned, it is submitted that because of closure of Exit gate at housing project, the fire brigade

cannot move freely on a 6 meter road and this will be a risk to the life and liberty of the resident of Housing Project.

42. That the contents under the heading “Parking slots allotted strictly as per EC” under Para No. 63 to 65 are wrong and vehemently denied. The submissions raised in OA and foregoing paragraphs are reiterated and reaffirmed. It is submitted that the width of internal road has been reduced to 6 meters from 9 meters by constructing parking in open space. The Respondent No. 6 is making money by selling parking in open space. It is submitted that the Respondent has even charged a sum of Rs. 1,50,000/- for basement parking from the Applicant, as is evident from the booking application form. It is submitted that the parking slots cannot be sold at a price as per settled law in this regard. A copy of booking application form dated 15.08.2020 is filed herewith and marked as **Annexure A-32**.

43. That the contents of Para No. 66 and the contention raised by the Respondent under alleged representation dated 07.03.2022 are wrong and vehemently denied. The submissions raised in OA and foregoing paragraphs are reiterated and reaffirmed. In view of the facts and circumstances, the submissions raised by the Applicant in OA and present rejoinder and the finding in Joint Inspection Report dated 19.02.2022 and Report of NOIDA dated 02.05.2022, the representation dated 07.03.2022 filed by the Respondent before the Joint Inspection Committee may be rejected and exemplary environment compensation may be imposed upon the Respondent No. 6. It is also submitted that the Respondent No. 6 may be restrained from raising

construction of Tower-A and the existing structure may be ordered to be demolished. Strict action as per law may also be taken against the Respondent No. 6 for constructing community centre consisting of a swimming pool, gym & club house/ party hall, construction of commercial complex and illegal construction/ extension of built up area in Tower-B and C. All the illegal construction by illegal expanding built up area as compared to EC may be ordered to be sealed and demolished.

44. That the contents under Para No. 67 to 70 are wrong and vehemently denied. In its specific reply, the submissions raised in foregoing paragraphs, in this regard, are reiterated and reaffirmed. The same are not repeated herein for the sake of repetition and brevity. The Applicant most respectfully craves indulgence of this Hon'ble Court to refer and rely upon the same as and when required. It is, however, submitted that the Respondent No. 6 has no business to say that the name over the alleged EC dated 19.09.2011 has been inadvertently mentioned as "Express Builders Private Limited" instead of "Express Builders and Promoters Private Limited", as alleged. Had there been any mistake on the part of SEIAA, as alleged, the Respondent No. 6 was free to file an application seeking rectification, which the Respondent No. 6 has failed to do. The alleged application as stated in Para No. 70 has not been placed on record.

45. That the contents under Para No. 71 are wrong and vehemently denied. The submissions raised in foregoing paragraphs in this regard are reiterated and reaffirmed. In its specific reply the submissions raised in OA, foregoing

paragraphs, Joint Inspection Report dated 19.02.2022 and NOIDA report dated 02.05.2022 are reiterated and reaffirmed. It is also submitted that the Joint Inspection Committee and NOIDA has left out several point into consideration and therefore it is prayed that a high powered committee headed by a retired Supreme Court Judge may be constituted with directions for inspection afresh with an opportunity to the Applicant for hearing during the said inspection.

46. That the contents of Para No. 72 is in the form of prayer to the Hon'ble Court. The same is vehemently denied. The Applicant most humbly prays that the reply and objections as filed by the Respondent No. 6 may be rejected with heavy costs.

47. It is prayed that a high powered committee headed by a retired Supreme Court Judge may be constituted to investigate the illegalities and violations committed by Respondent No. 6 and its associates including Express Builders Limited and suggest remedial measure to avoid such type of illegalities and violations in future.

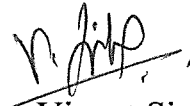
48. That the OA filed by the Applicant and prayer clause therein may be allowed. Respondent No. 6 may be restrained from constructing Tower-A and the structure standing there may be ordered to be demolished. Directions may also be passed demolishing commercial complex which has been constructed illegally and without an EC. Directions may also be passed imposing heavy environment compensation having deterrent effect upon the Respondent No. 6, upon



Express Builders Limited and its associates for raising illegal construction and constructing Tower-A, B and C on extended area (increased FAR) and constructing of community centre consisting of swimming pool, gym and club house/ party hall and a commercial complex without a valid EC. The Respondent No. 6 may be penalised and heavy environment compensation may be imposed upon it and its associates for committing deliberate, wilful violations of Environment Laws and Regulations and for constructing entire Housing Project without a valid Environment Clearance.

It is prayed accordingly.

Place: New Delhi  
Dated: 27.06.2022



Vineet Sinha  
Applicant in person  
306, C. K. Daphtary Block,  
Tilak Lane, Supreme Court,  
New Delhi-110 001  
Phone: 9810989910; Email: vineetadvocate@gmail.com

**IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL  
BENCH AT NEW DELHI**

**O.A. No. 245 OF 2021**

**IN THE MATTER OF:**

**Vineet Sinha**

**... Applicant**

**Versus**

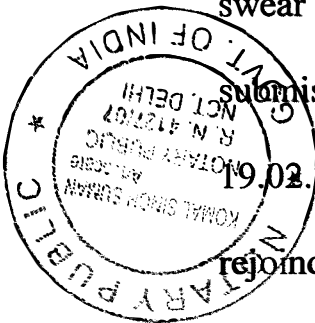
**Union of India & Ors.**

**... Respondents**

**AFFIDAVIT**

I, Vineet Sinha, Advocate aged about 46 years, son of Shri Rajendra Prasad Saxena available at 306, C. K. Daphtary Block Chambers, Tilak Lane, Supreme Court, New Delhi-110 001 do hereby solemnly affirm and state on oath as under:-

1. That I am the Applicant and so am well conversant to the facts and circumstances of the case and hence competent to swear present affidavit in support of accompanying submissions to the Joint Inspection Report dated 19.02.2022, report by NOIDA dated 02.05.2022 and rejoinder to the reply and objection of Respondent No. 6.



2. That the accompanying submissions and rejoinder has been drafted by me and the contents of the same are true and correct to the best of my personal knowledge and belief. The

legal submissions made therein are true and correct. The same may be read as part and parcel of present affidavit.

3. That the contents of accompanying submissions and rejoinder and the grounds raised therein and the prayer clause are drafted by me. The same are true and correct to the best of my knowledge and belief and based on perusal of records.

  
**DEPONENT**

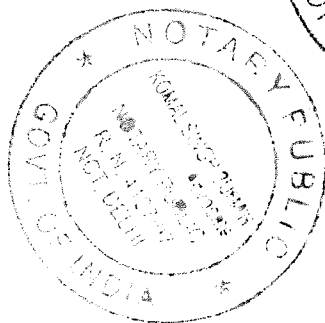
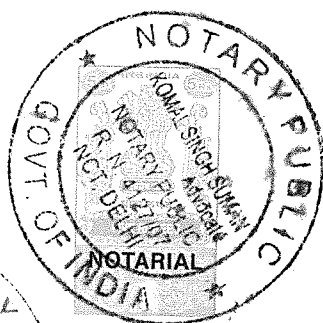


**VERIFICATION:**

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

27 JUN 2022  
 Verified today on this 27<sup>th</sup> day of June, 2022 at New Delhi.

self  
 I have read the contents of the Dependent  
 and the same are true and correct.



  
**DEPONENT**

**ATTESTED**  
  
 NOTARY PUBLIC, DELHI

27 JUN 2022



vineet sinha &lt;vineetadvocate@gmail.com&gt;

**Re: NGT Principal Bench\_OA No. 245 of 2021\_Vineet Sinha Versus Union of India & Ors.**

1 message

**vineet sinha** <vineetadvocate@gmail.com>

Fri, Nov 26, 2021 at 1:14 PM

To: ccb.cpcb@nic.in, chairman@uppcb.in, feedback@uppcb.in, ceo@noidaauthorityonline.com, doeuplko@yahoo.com

Dear Sir,

I am the Applicant in OA No. 245/2021 Vineet Sinha Vs Union of India & Ors. pending in Hon'ble NGT. I request you all to inform me the date of inspection at the project site of PP i.e. at Express Zenith, Plot No. GH 2A, Sector-77, Noida and the date of hearing, so that I can join. This is to inform that the Hon'ble NGT has directed the Committee (you all) to interact with stakeholder.

Thanking you

Vineet Sinha

Applicant in OA No. 245/2021 Vineet Sinha Vs Union of India &amp; Ors.

On Wed, Nov 17, 2021 at 3:58 PM vineet sinha &lt;vineetadvocate@gmail.com&gt; wrote:

Dear Sir(s),

This is regarding the subject matter. The Hon'ble NGT, in terms of order dated 18.10.2021 passed in subject matter, has impressed that the Committee to inspect the project site at Express Zenith, Plot No. GH-2A, Sector 77, Noida and interact with stakeholders, therefore the undersigned (Applicant in OA No. 245/2021) requests you all to inform the proposed date of inspection at project site and the date and place of hearing schedule.

Thanking you

Vineet Sinha

9810989910

Applicant in OA No. 245/2021 Vineet Sinha Vs Union of India &amp; Others

On Tue, Oct 26, 2021 at 4:11 PM vineet sinha &lt;vineetadvocate@gmail.com&gt; wrote:

To,

Respondent No. 3 Central Pollution Control Board (Email: [ccb.cpcb@nic.in](mailto:ccb.cpcb@nic.in))Respondent No. 4 Uttar Pradesh Pollution Control Board (Email: [chairman@uppcb.in](mailto:chairman@uppcb.in); [feedback@uppcb.in](mailto:feedback@uppcb.in))Respondent No. 5 NOIDA (Email: [ceo@noidaauthorityonline.com](mailto:ceo@noidaauthorityonline.com));

Respondent No. 6 Express Builders and Promoters Pvt. Ltd. (Project Proponent) (Email:

[pankaj@expressbuildersltd.com](mailto:pankaj@expressbuildersltd.com))State Level Environment Impact Assessment Authority, Uttar Pradesh (SEIAA) (Email: [doeuplko@yahoo.com](mailto:doeuplko@yahoo.com))

Dear Sirs,

I am the applicant in subject matter being OA No. 245/2021 Vineet Sinha Versus Union of India & Others pending in the Hon'ble National Green Tribunal, Principal Bench at New Delhi. The Hon'ble Court has directed me to supply a set of petition to you all. A scan copy of the Petitioner is therefore attached for your record and reference.

Order dated 18.10.2021 passed in the matter is also attached.

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Vineet Sinha

Advocate

Supreme Court &amp; High Court

Contact no.:- 9810989910

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Vineet Sinha

Advocate

Supreme Court & High Court

Contact no.:- 9810989910

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Vineet Sinha

Advocate

Supreme Court & High Court

Contact no.:- 9810989910

# नौएडा

नवीन ओखला औद्योगिक विकास प्राधिकरण

मुख्य प्रशासनिक भवन, सेक्टर-६, नौएडा-२०१३०१

जिला-गौतमबुद्ध नगर, दूरभाष-२४२५०२५

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

Administrative Building, Sector-6, Noida-201301

Disst. Gautambudh Nagar, Telephone - 2425025

## Entry Pass(Valid for two hour)

क्र.नं : 61041

नाम : MR VINIT

पता : F 01 EXPRESS SEC 77 NOIDA

दूरभाष : 9810989910

कारण : Official

समपत्ति प्रिण्टिंग : NONE

संबंधित अधिकारी का नाम : OSD (T)

संबंधित विभाग : Group Housing

तिथि एवं समय : Friday, 21 January 2022 10:54 AM



Pass Generated by: anita







Item No. 01

(Court No. 1)

**BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI**

(By Video Conferencing)

Original Application No. 1002/2018

(With reports dated 22.11.2021, 23.11.2021,  
17.11.2021 & 08.11.2021)

Abhisht Kusum Gupta

Applicant

Versus

State of Uttar Pradesh &amp; Ors.

Respondent(s)

Date of hearing: 23.12.2021

**CORAM: HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON  
HON'BLE MR. JUSTICE SUDHIR AGARWAL, JUDICIAL MEMBER  
HON'BLE DR. NAGIN NANDA, EXPERT MEMBER**

Applicant: Mr. Abhisht Kusum Gupta, Applicant in Person

Respondent(s): Mr. Satya Gopal, Additional Chief Secretary,  
Mr. Sanjeev Khirwar, Principal Secretary (Env.),  
Dr. K.S. Jayachandaran, Special Secretary (Env.)  
with Ms. Jyoti Mendiratta, Advocate for GNCTD  
Mr. Vineet Kumar, Additional DCP East Delhi

Mr. Manoj Singh, Additional Chief Secretary, (Env.), UP  
Mr. Suhas LY, DM, G.B. Nagar  
Mr. Praveen Kumar, IG, Meerut Range  
Mr. Ganesh Prasad Saha, DCP, G.B. Nagar

Ms. Ritu Maheshwari, CEO Noida Authority with  
Mr. Ravindra Kumar, Senior Advocate and Mr. Rachit Mittal, Adv.

Mr. Aman Bhalla, Advocate for CPCB  
Mr. Pradeep Misra & Mr. Daleep Dhyani, Advocates for UPPCB  
Mr. Narender Pal Singh, Advocate for DPCC  
Mr. Balendu Shekhar, Advocate for EDMC  
Ms. Sakshi Popli, Advocate for DJB

**ORDER**

1. The issue for consideration is the remedial action for preventing untreated sewage going to the "irrigation canal" in Sector 137, NOIDA.



Sources of such discharge include non-functional/deficient STPs in 95 high rise buildings in Noida, industries as well waste water from upstream from Delhi and Ghaziabad. The said canal joins Yamuna and then Ganga. NOIDA, Ghaziabad Nagar Nigam, Delhi Jal Board (DJB), East Delhi Municipal Corporation (EDMC) and Nagar Palika Parishad, Khoda Makanpur are the identified authorities required to take the remedial action, based on the verification report to which reference will be made hereafter. It is established that there is huge amount of water pollution much beyond prescribed norms to the detriment of environment and public health. Needless to say that the said water is used by living beings and for irrigation and pollution is source of deaths and diseases which are criminal offences under the law of the land and there are designated authorities entrusted with the task of stopping it. However, it is failure of the said authorities which has been matter of consideration in the matter.

2. The matter has been dealt with by various orders in the last more than two years, in the light of the reports of the Committee appointed by the Tribunal to ascertain the factual status. In the report of CPCB dated 01.11.2019, steps to be taken by NOIDA, Ghaziabad Nagar Nigam, Delhi Jal Board (DJB), East Delhi Municipal Corporation (EDMC) and Nagar Palika Parishad, Khoda Makanpur were recommended as follows:-

<b>Sl. No</b>	<b>Department</b>	<b>Directions issued u/s 5 of EPA, 1986</b>
1.	NOIDA	<i>i. To develop time bound action plan to stop discharge of untreated wastewater to 30 drains. ii. To intercept all drains and channelize wastewater to STPs so that no untreated wastewater is discharged to Noida drain. iii. To deposit an Interim Environmental Compensation of Z 1,00,00,000</i>

2.	Ghaziabad Nagar Nigam	<i>i. To establish sewerage network and treatment facility to treat sewage generated from Khoda village.</i> <i>ii. To Deposit an Interim Environmental Compensation of 1,00,00,000</i>
3.	DJB	<i>i. To initiate legal proceedings against the residents of GD colony, Gharauli village and Kondli village, Delhi having failed to take sewer connections.</i> <i>ii. To ensure that each building under their jurisdiction shall have sewer connection so that current practice of discharge of untreated sewage into storm water drainage system should be stopped.</i>
4.	EDMC	<i>i. To direct dairy farms to develop decentralized treatment facility so that their untreated waste shall not be discharged to DDA drainage system</i> <i>ii. To ensure that untreated dairy waste including animal dungs from Gharuli village should not be discharged into storm water drain. Challan / Legal action shall be initiated against such violators.</i>
5.	Nagar Palika Parishad Khoda Makanpur	<i>Show cause notice issued to explain the reasons as to why action should not be taken against Nagar Palika Parishad Khoda including levying of Environmental Compensation for discharge of untreated sewage to drainage system of Delhi. Copy of directions is attached as Annexure-I</i>

3. The report further stated that CPCB called a meeting of the concerned Authorities and conducted inspection noticing high level of water pollution in the drains as follows:-

Table 1: Analytical Results of Drain

Si. No.	Sample Location	Physico-Chemical Parameters				Bacteriological Parameters	
		pH	COD	BOD	TSS	Total Coliform (MPN/100m 1)	Fecal Coliform (MPN/100m.1)
Water Quality of Noida Drain at different locations							
1	Budh Vihar, Sector-11, Noida	7.56	444	219	330	13 X10 <sup>6</sup>	79 X10 <sup>5</sup>
2	S-14, New Kondli Road, Sector-11, Noida.	7.55	433	217	352	23 X10 <sup>6</sup>	23 X10 <sup>6</sup>
3	Sector-50, Noida Link Road.	7.72	169	68	84	11 X10 <sup>6</sup>	68 X10 <sup>5</sup>
4	Sector-137, India TV Metro Station, Noida.	7.78	186	71	65	13 X10 <sup>6</sup>	13 X10 <sup>6</sup>

5	Noida drain at regulator	7.84	145	60	89	-	-
6	Noida drain at before Confluence with river Yamuna	7.82	163	46	83	78 X10 <sup>5</sup>	78 X10 <sup>5</sup>
<b>Water Quality of adjoining drains of Noida Drain</b>							
7	Khoda village	7.54	314	107	194	78	20 X10 <sup>5</sup>
8	Drain merges with Noida drain at Sector-142, Advant Navis Buisness IT Park, Noida.	7.70	182	100	63	46 X10 <sup>6</sup>	46 X10 <sup>6</sup>
Note: All units are measured in mg/l except Fecal Coliform and pH.							

BOD concentration at entrance of NOIDA, U.P is 219 mg/l whereas Fecal coliform count is 20 X 10<sup>5</sup>. However, concentration of BOD before confluence point is 46 mg/l and Fecal coliform count is 78 X 10<sup>5</sup> MPN/100 ml. The results indicate that although there is marginal improvement in water quality as the drain travels through NOIDA but still concentration level of BOD and Fecal Coliform at the confluence point of drain with Yamuna is quite high.”

4. The action taken report and recommended further action were in the form of following table:-

**“4.0 SUMMARY OF ACTION TAKEN BY CONCERNED AGENCIES**

*Based on the inspection made, analytical results of the samples collected from drains and action taken report of concerned agencies, summarized report is placed below:*

Si. No	Department	Directions of CPCB and NGT	Status report	Recommendations
1.	NOIDA	i. To develop time bound action plan to stop discharge of ii. To intercept all drains and channelize wastewater to STPs so that no untreated wastewater is discharged to Noida drain. iii. To deposit an Interim Environmental Compensation of Rs. 1,00,00,000 iv. Hon'ble NGT directed to submit furnish performance guarantees in the sum of Rs. 1 crore each to the satisfaction of CPCB undertaking to take remedial actions in terms of the directions of the CPCB, failing which the said amount will be forfeited	i. Noida authority made representation against the direction and EC imposed by CPCB on 01/07/2019. Copy attached as <b>Annexure-V</b> . ii. Reply of representation was made on 19/07/2019 and hearing was conducted on 23/07/2019 and Noida authority was further directed to ensure compliance of CPCB directions. iii. Representative of NOIDA has informed during the meeting on 01.10.2019 that committees being constituted for identification and taking action on high rise buildings discharging untreated waste and to identify villages which are discharging waste into drain <b>iv. Action plan in compliance to direction issued not submitted till date</b> v. Environment Compensation was not submitted till date. vi. Performance Bank Guarantee not submitted till date.	Noida authority shall prepare time bound action plan either to discharge of untreated waste throughaforesaid 30 drains. Alternatively, all such drains be intercepted and taken to STPs so that no untreated wastewater flows to Noida drain.

2	Ghaziabad Nagar Nigam	<div><div>i. To establish sewerage network and treatment facility to treat sewage generated from Khoda village.</div><div>ii. To Deposit an Interim Environmental Compensation of 1,00,00,000</div><div>iii. Hon'ble NGT directed to submit furnish performance guarantees in the sum of Rs. 1 crore each to the satisfaction of CPCB undertaking to take remedial actions in terms of the directions of the CPCB, failing which the said amount will be forfeited</div></div>	<div><div>i. Ghaziabad Nagar Nigam vide letter dated 24.06.2019 clarified that the Khora village falls under the jurisdiction of Nagar Palika Parishad Khoda Makanpur. Copy attached as Annexure-VI.</div><div>ii. Accordingly, show cause notice issued to Nagar Palika Parishad Khoda Makanpur vide letter dated 24.09.2019.</div></div>	
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3.	DJB	<p>i. To initiate legal proceedings against the residents of GD colony, Gharauli village and Kondli village, Delhi having failed to take sewer connections.</p> <p>ii. To ensure that each building under their jurisdiction shall have sewer connection so that current practice of discharge of untreated sewage into storm water drainage system should be stopped.</p> <p>iii. Hon'ble NGT directed to submit furnish performance guarantees in the sum of Rs. 1 crore each to the satisfaction of CPCB undertaking to take remedial actions in terms of the directions of the CPCB, failing which the said amount will be forfeited</p>	<p>i. Action plan of DJB was received vide letter dated 22/07/2019. Copy of letter is attached as <b>Annexure-VII</b>.</p> <p>ii. Representative of Delhi Jal Board informed that special camps were organized residents to take sewer connection.</p> <p>iii. 732 number of notice issued to residents of Kondli and Gharauli. It was also informed that 3 drains of PWD carrying wastewater shall be tapped and conveyed to Kondli STPs for treatment. Interception of drains will be finished by December, 2019.</p> <p>v. Performance Bank Guarantee not submitted till date</p>	<p>i. DJB shall expedite and complete the interception of 03 adjoining drain in Delhi segment by December, 2019.</p> <p>ii. DJB should initiate legal proceedings against residents of GD colony, Gharauli village and Kondli village on account of their reluctance and failure to take sewerage connections.</p> <p>iii. DJB shall ensure that each building under their jurisdiction shall have sewer connection so that current practice of discharge of untreated sewage into storm water drainage system should be stopped.</p>
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4.	EDMC	<p>i. To direct dairy farms to develop decentralized treatment facility so that their untreated waste shall not be discharged to DDA drainage system.</p> <p>ii. To ensure that untreated dairy waste including animal dungs from Gharuli village should not be discharged into storm water drain. Challan/Legal action shall be initiated against such violators.</p> <p>iii. Hon'ble NGT directed to submit furnish performance guarantees in the sum of Rs. 1 crore each to the satisfaction of CPCB undertaking to take remedial actions in the terms of the directions of the CPCB, failing which the said amount will be forfeited.</p>	<p>i. EDMC has informed during the meeting that 591 Challan issued to residents of Kondli and Gharauli for disposing their wastewater into drain and Show-Cause notice is also issued to illegal dairies for discharging waste in drain.</p> <p>ii. East Delhi Municipal Corporation Veterinary Services Department Vide email dated 31/10/2019 provided the action taken report indicating action taken against the illegal dairy farms at Gharoli colony. Copy attached as <b>Annexure-VIII.</b></p> <p>iii. Performance Bank Guarantee was not submitted. However, it was informed that same was approved by Competent Authority and will be submitted in one week time.</p>	<p>i. EDMC should ensure that untreated dairy waste including animal dungs from Gharuli village should not be discharged into storm water drain. Challan / Legal action shall be initiated against such violators.</p> <p>ii. The dairy farms be shifted to outskirts of the</p>
5.	Nagar Palika Parishad Khoda Makanpur	Show cause notice issued to explain the reasons as to why action should not be taken against Nagar Palika Parishad Khoda including levying of Environmental Compensation for discharge of untreated sewage to drainage system of Delhi.	<p>i. Executive officer of Khoda Nagar Parishad has informed during the meeting that at present there is no infrastructure facility to treat and tap waste from Khoda colony.</p> <p>ii. Further, no reply received till date.</p>	<p>i. Khoda Nagar Palika should developed facility to tap untreated water of Khoda village and should discharge only treated water to drainage system of Delhi.</p> <p>ii. Directions for submission of performance guarantee in the sum of Rs. 1 crore by Ghaziabad Nagar Nigam to CPCB may refer to Nagar Palika Parishad Khoda Makanpur.</p>

5. The Tribunal directed action to be taken by the concerned authorities accordingly and further observed as follows:-

*“5. The CPCB has further recommended as follows:*

*“Based on observation made by the inspection team including Dr. C.R. Babu, it is further recommended that in-situ treatment of Noida drain in Noida stretch be carried out as immediate measure for treatment of wastewater of NOIDA drain.*

*As, the Noida drain falls under the jurisdiction of UP Irrigation Flood Control Department and it is suggested that in-situ treatment may be carried out jointly by NOIDA authority and UP Irrigation Flood Control Department in consultation with Dr. C.R. Babu.”*

*6. In view of above, UP Irrigation Flood Control Department and NOIDA Authority may take further remedial action expeditiously which may be overseen by the Principal Secretary, UP Irrigation and Flood Control Department and the Chairman, NOIDA Authority. The Chairman, NOIDA Authority will act as a nodal agency for coordination and compliance which may be further overseen and coordinated by the CPCB.*

*7. The CPCB may furnish a status report in the matter before the next date by e-mail at [judicial-ngt@gov.in](mailto:judicial-ngt@gov.in).”*

6. The matter was then reviewed on 06.11.2020 in the light of the reports of the NOIDA Authority and CPCB. The Tribunal, noticing serious deficiencies and statutory violations, directed remedial action within three months. Operative part of the order is reproduced below:-

*“1to5.....xxx.....xxx.....xxx*

*6. In pursuance of above, NOIDA has filed reports dated 15.09.2020 and 05.11.2020 while CPCB reports are dated 15.05.2020 and 29.10.2020. It will be suffice to refer to the last reports of NOIDA and CPCB. The report of the CPCB dated 29.10.2020 is as follows:-*

***“ACTION TAKEN BY CPCB***

*In compliance to the directions of Hon'ble NGT, CPCB has taken following action:*

- 1. Directions of Hon'ble NGT communicated to CEO, NOIDA vide letters dated 19/03/2020, 12/05/2020 and*



13/08/2020 to provide progress report in the matter. Copy of letter is attached as Annexure-I.

2. NOIDA vide letter dated 15/09/2020 has submitted updated action taken report and future action plan to CPCB for abatement of pollution of NOIDA drain. Copy of letter is attached as Annexure II
3. Further, CPCB has examined the proposed action plan and observations communicated to NOIDA authority vide letter dated 28/09/2020. Copy of letter is attached as Annexure-III.
4. CPCB communicated to Principal Secretary, Urban Development, Uttar Pradesh vide letter dated 28/09/2020 for submission of action plan for treatment of wastewater discharging from Khora Nagar Palika. Copy of letter is attached as Annexure-IV. Reply is still awaited.
5. CPCB also requested Delhi Jal Board (DJB) and East Delhi Municipal Corporation vide letter dated 28/09/2020 to submit the status report on action plan of untreated sewage of Kondli and Gharoli area (Delhi Catchment area) into Kondli drain. Copy of letter is attached as Annexure-V
6. **Delhi Jal Board vide letter dated 15/10/2020 informed that as per action plan trapping of drains contributing wastewater discharge into Kondli drain from Delhi catchment was completed in January, 2020. Copy of letter is attached as Annexure-VI."**

7. ....XXX.....XXX.....XXX

8. Learned counsel for the NOIDA stated that only 57 societies have been inspected out of 95 and the remaining societies are to be inspected. Wherever deficiencies have been found, action has been initiated and reference has also been made to the State PCB. Learned counsel for the DJB states that action has been taken on its part. However, there is no response from the EDMC and the Secretary Urban Development, UP in respect of action at Khoda Nagar Parishad, Makanpur.

9. Learned counsel for EDMC, on instructions says, that there is a proposal to shift the dairies but that is not possible in absence of land. We find this excuse untenable only to avoid responsibility. The plea raised is not a justification for permitting violation of law by the dairies to the detriment of the rights of the citizens. To enforce rule of law and prevent the causing of pollution and hazard to the health of the inhabitants, activities operating in violation must be forthwith stopped and compensation recovered for the violations. Prosecution may be initiated and source of pollution may be closed. DPCC must also take necessary action on its part. If the EDMC remains non-compliant, the Commissioner will be personally held responsible. Let the compliance report be file within two months by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF.

10 With regard to the action against erring high-rise buildings in Noida, further steps be taken expeditiously and compensation

*assessed by a joint Committee of CPCB, State PCB, NOIDA and District Magistrate, NOIDA within three months.*

*11. The Secretary, Urban UP may also ensure compliance of action by the Nagar Palika Parishad, Khoda Makanpur.”*

7. The matter was last considered on 30.07.2021 in the light of report of the NOIDA Authority dated 29.07.2021 and report of EDMC dated 08.07.2021. The report of NOIDA Authority gave follow up action. In the report of EDMC action taken against the dairies was mentioned. The Tribunal found that the action taken was hardly adequate inspite of rampant violations in Noida as well as in Delhi in breach of constitutional obligations of the statutory authorities, including the Police Authorities to the detriment of public health and the environment. Accordingly, the Tribunal directed the statutory authorities to hold inhouse meeting, plan remedial action and file action taken report. CPCB was also directed inter-alia to file a separate report about the standards applicable to discharge in drains/canals and status of sewage management in Khoda area. The operative part of the order is reproduced below:

*“9. We have heard learned counsel for the parties and considered the reports. It is clear from the report of the NOIDA Authority that inspection has been carried out only on 12 more high rise societies out of 95, even though more than eight months have passed after the last order when this Tribunal was informed that 57 societies had been inspected. **The report clearly shows that serious violation of law is continuing in the form of discharge of untreated sewage in open drain by many of the societies - some have not constructed STPs and some have not functional STPs. Thus, the Irrigation canal in question which is coming from Delhi (Kondli) and joining river Yamuna after crossing from Village Khoda and NOIDA, continues to be polluted due to sewage disposal. As per action taken report in Delhi, Dairies causing disposal of waste water and dung have been sealed. Impact of such action on recipient drains is not mentioned in absence of which claim of sealing of dairies is difficult to be accepted. There is no statement that the drains in question have been intercepted and diverted to STP and that no waste water is being discharged from Delhi. This needs to be ensured by the DJB/EDMC/DPCC. In case of Khoda Parishad, the waste water in the area needs to be collected and diverted to the STP. In Noida, treatment of sewage generated by the Societies has to be ensured and treated effluents utilised for secondary***

**purposes. Standards for disposal of sewage into irrigation or storm water canal have to be of fresh water to give effect to the mandate of the Water Act. Noida drain joins river Yamuna and thus untreated sewage cannot be discharged therein.**

10. There is no meaningful action of registering criminal cases and arresting concerned violators, blacklisting the entities, withdrawing statutory consents, recovering compensation for restoration measures. Many industries are discharging untreated sewage with impunity as if law of the land does not exist and crime is free. **As already mentioned, such pollution is criminal offence not only under the Water (Prevention and Control of Pollution) Act, 1974 but also under Chapter XIV of the IPC. Adverse effect in terms of deaths and diseases is well known. The violations are not only of statutory provisions but also judgments of the Hon'ble Supreme Court inter-alia in Paryavaran Suraksha case<sup>1</sup> prescribing timeline within which water treatment plant have to be in place as also direction of this Tribunal requiring coercive measures against violators in the form of stopping the polluting activities, initiating prosecution and recovering of compensation. Unfortunately, not a single person is shown to have been prosecuted inspite of categorical observations in the reports of the statutory regulators.** There is no dearth of statutory powers of NOIDA Authority, District Magistrates, SEIAA, UP and State PCB as well as UP Police. Surprisingly, counsel for NOIDA stated that NOIDA is helpless as it has no power. There is, thus, clear failure of constitutional obligation of the said authorities, rendering the heads of such institutions personally accountable for such failure for the punishable crime. The said authorities have failed to realise that they are occupying the position of high trust and are meant to protect the public health and environment and not to just enjoy position and perks at the cost of miseries of the innocent citizens. **By their own showing they have continued to be mute spectators of serious crimes against humanity. Sufferers are helpless citizens whose constitutional right to clean environment remain on paper. We alert the higher authorities of the State to remedy the situation by action against failing heads of statutory authorities in performing their responsibility in the interest of protection of environment and public health and constitution rights of the citizens and as a measure of good governance.**

11. In view of above grim situation, **we direct Additional Chief Secretary, Forest and Environment, UP, Secretary, Urban Development, UP, CEO, NOIDA Authority, District Magistrate, NOIDA, Vice Chairman, GDA, Police Commissioner, NOIDA, IG, Meerut (with regard to area falling in UP) and Chief Secretary, Delhi and Special Commissioner of Police, East Delhi (for area in Delhi) to hold in house meeting in coordination with concerned departments within fifteen days to take stock of the situation and plan remedial action. Action should include accountability of the erring officers, preventing discharge of pollution in the drain, coercive measures against violators - housing societies or others by registering criminal cases, initiating prosecution, assessment and recovery of**

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<sup>1</sup> (2017) 5 SCC 326

**compensation for the past violations, black listing of the concerned entities such as construction companies, in exercise of their statutory powers, following due process of law.** The Tribunal expects meaningful improvement in the situation to prevent serious violations affecting the right to life, which violations have been continuing since long, without any meaningful action. In Delhi, claim of EDMC/DPCC of sealing of Dairies needs to be verified with reference to destination of effluents. DJB needs to confirm that due to interceptions of drains, no sewage or any other effluent is discharged into drain entering Noida. Water quality of drain/ irrigation canal before entry in UP needs to be checked. In UP, it needs to be verified whether management of sewage by the Societies and by the Noida Authority and its utilization in quantifiable terms is as per norms and if not, what is remedial action and coercive measures against the violators. The efficacy of treatment may be assessed in terms of Fecal Coliform also. UP PCB has to clarify whether permission has been granted by Irrigation Department for discharge of sewage and industrial effluents into the drain and on what conditions. If so, how such conditions are being enforced. Noida has to explain Sewage management status for the area including the sewage generated by the Societies. CPCB has to file a separate report on standards applicable to discharge in drains/canals and whether standards of fresh water/ flood water apply to such situation in the light of the Water Act. Further, status of sewage management in Khoda area is also to be verified.

**12. The Additional Chief Secretary, Forest and Environment, UP, Secretary, Urban Development, UP, CEO, NOIDA Authority, District Magistrate, NOIDA, Vice Chairman, GDA, Police Commissioner, NOIDA, IG, Meerut and Chief Secretary, Delhi and Special Commissioner of Police, East Delhi may remain present in person by video conference along with their action taken reports.”**

8. In pursuance of above, an ‘Action Plan’ has been filed by the NOIDA Authority on 22.11.2021. ‘Compliance report’ dated 23.11.2021 has been filed by UP State PCB. ‘Status report’ dated 17.11.2021 has been filed by the Delhi Government and two reports dated 08.11.2021 have been filed by CPCB on standards for water quality of drains and sewage management in Khoda area. We proceed to discuss the same and issue further directions.

#### **Action Plan of NOIDA Authority dated 22.11.2021**

9. Action Plan filed by the NOIDA Authority mentions constitution of a Committee to inspect STPs, strengthening sewerage network, setting up

of more STPs, community toilets, de-sludging points, in situ treatment of drains, removing encroachments from embankment of drains, interception of sewer scheme. The plan in tabulated form is reproduced below:

“

Sr. No.	Action Plan with Proposed Timeline as submitted before	Follow up Action																																								
1	A committee has been constituted to inspect high rise building's STP and to evaluate the performance of every STP. The Committee will examine whether the STP to perform standard parameter. It operates in a compliance manner and discharges only the treated effluent in the passing drain, post utilizing the treated waste-water at their end. The defaulters are to be identified and recommended for environment compensation for non-compliance of GT orders. More stringent action will be taken against the builders as per Noida Authority rules. (Time Required – 1 year).	There are total 95 nos. of Group Housing Societies, Total inspection has been carried out, as per this position as follows:- <table><tr><td>1</td><td colspan="2">Nos of Group housing with fully functional STPs</td><td colspan="2">72</td></tr><tr><td>2</td><td colspan="2">Environment Clearance cleared &amp; U.P. Pollution Control Board has issued CTO. Their sewage connected to the Central Sewage Treatment Plant (CSTP) of Noida.</td><td colspan="2">04</td></tr><tr><td>3</td><td colspan="2">Connected in Noida sewer line and at present their sewer is treated in Sewage Treatment Plant (STP) (Noida) as per Occupancy Certificate</td><td colspan="2">07</td></tr><tr><td>4</td><td colspan="2">Issue regarding completion of these 4 projects of Amrapali is being monitored by Hon'ble Supreme Court.</td><td colspan="2">04</td></tr><tr><td>5</td><td colspan="2">Under Construction project. At present no sewage is generated.</td><td colspan="2">01</td></tr><tr><td rowspan="2">6</td><td rowspan="2">Undertaking given by Builder with timeline for operationalization of STP.</td><td>STP constructed but not functional</td><td>04</td><td rowspan="2">07</td></tr><tr><td>STP not constructed</td><td>03</td></tr><tr><td></td><td colspan="3">Total Nos. of Group Housing Societies</td><td>95</td></tr></table> <p><b>Note:</b></p> <ul style="list-style-type: none"><li>NBCC has been deputed as the working agency to complete the 4 nos. of construction of the societies. Sewer line of Group Housing Society connected to Noida Main Sewage line for treatment at the STP.</li><li>Criminal case filed against these 08 nos. of promoter builders. Sealing in 07 done by Noida. 05 nos. GH have committed is their respective undertaking to comply by 10.01.22 and 02 nos. GH to comply by end of Nov.-2021. At present their sewer is connected is Noida sewer line and treated is STP (Noida), therefore, no discharge of sewage in open.</li></ul> <p>Details as per Annexure-A</p>				1	Nos of Group housing with fully functional STPs		72		2	Environment Clearance cleared & U.P. Pollution Control Board has issued CTO. Their sewage connected to the Central Sewage Treatment Plant (CSTP) of Noida.		04		3	Connected in Noida sewer line and at present their sewer is treated in Sewage Treatment Plant (STP) (Noida) as per Occupancy Certificate		07		4	Issue regarding completion of these 4 projects of Amrapali is being monitored by Hon'ble Supreme Court.		04		5	Under Construction project. At present no sewage is generated.		01		6	Undertaking given by Builder with timeline for operationalization of STP.	STP constructed but not functional	04	07	STP not constructed	03		Total Nos. of Group Housing Societies			95
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2	In compliance with Hon'ble NGT directions and Water Prevention Act-1976, joint inspections with UPPCB team will be conducted at different	Action taken against defaulters.  Action in Progress- Industry																																								

	sections/ location and violators to be appropriately prosecuted. Committee shall also check untapped sewer lines of individuals/ builders/ villagers and same shall be informed to concerned department for necessary action. (Time Required 1 year)	<table><tr><td>Inspected Industry</td><td>Operational</td><td>Closed</td><td>ETP Installed</td><td>Compliance</td><td>Show Cause Issued/ E.C. Imposed/ Prosecution</td><td>Closure Order Issued</td></tr><tr><td>85</td><td>60</td><td>25</td><td>60</td><td>50</td><td>10 Rs. 79,45,000/-</td><td>0</td></tr></table>	Inspected Industry	Operational	Closed	ETP Installed	Compliance	Show Cause Issued/ E.C. Imposed/ Prosecution	Closure Order Issued	85	60	25	60	50	10 Rs. 79,45,000/-	0
Inspected Industry	Operational	Closed	ETP Installed	Compliance	Show Cause Issued/ E.C. Imposed/ Prosecution	Closure Order Issued										
85	60	25	60	50	10 Rs. 79,45,000/-	0										
3	Proposals for strengthening of existing sewerage network amounting to Rs. 19.77 Cr. have been submitted and same are to be executed on priority basis. (Time Required – 2 Years)	10 Projects with estimate of 24.50 Cr. were identified to strengthen the existing sewage network. 8 projects worth Rs. 20.48 Cr completed. 2 projects worth Rs. 4.02 Cr. are in progress. Expected to be completed by March-2022. Details as per Annexure-B														
4	Noida Authority in anticipation of future projected load has already planned to put more STPs of capacity 180MLD as planned by WAPCOS in place to accommodate the future load of sewerage effluent discharge of city. (Time Required-4 years)	<table><tr><td rowspan="2">STP</td><td colspan="2">Physical Progress (%)</td><td rowspan="2">Total cost of Project (in Cr.)</td></tr><tr><td>Civil</td><td>Mechanical/ Electrical</td></tr><tr><td>80 MLD</td><td>73%</td><td>In procurement</td><td>Rs. 115.44</td></tr><tr><td>100 MLD</td><td>76%</td><td>22%</td><td>Rs. 143.58</td></tr></table> <p>Date of Completion as per Contract Bond 02.09.2022 Trial of STP will start in March-2022. Details of progress are as per Annexure-C</p>	STP	Physical Progress (%)		Total cost of Project (in Cr.)	Civil	Mechanical/ Electrical	80 MLD	73%	In procurement	Rs. 115.44	100 MLD	76%	22%	Rs. 143.58
STP	Physical Progress (%)			Total cost of Project (in Cr.)												
	Civil	Mechanical/ Electrical														
80 MLD	73%	In procurement	Rs. 115.44													
100 MLD	76%	22%	Rs. 143.58													
5	100 Nos of Public Toilets and 56 Nos. of community toilets have been constructed. In addition to that mobile toilets have been installed at slum/remote areas under ODF scheme of Govt. of India. All Toilets are regularly monitored for proper functioning and maintenance. All the community /Public Toilets are connected with the existing sewerage network. (Work completed)	(Work Completed)  Nos. of Public Toilets : 101 Nos. of Pink Toilets : 16 (for Ladies specially) Nos. of Community Toilets : 69 Nos. of Urinals : 120  The inspection of these public and community toilets is conducted on a regular basis.  All the toilets are fully functional and operational in a compliance manner.														
6	Total 22 Nos of desludging points	Work Completed.														

	<p>have been constructed at last sewer manhole near SPW (Sewage Pumping Station). Sewage from different Public Toilets/slum areas is collected and discharged in these decanting points by registered sewage decanters heavy vehicles fitted with GPS. (Work completed)</p>	<p>Total 22 nos. required as per site during desludging points have been constructed at last sewer manhole near SPS (Sewage Pumping Station). Sewage from different Public Toilets/slum areas is collected and discharged in these decanting points by registered sewage decanters.</p> <p>Note:- Presently no further desludging is required for network.</p> <p>Details of 22 nos. of de-sludging point are as per Annexure-D.</p>
7	<p>We are in process of developing in situ treatment using constructed wetland technique for Noida drain in consultation with Prof. C.R. Babu (CEMDE, University of Delhi). Six constructed wetland system each covering a stretch of 500 meter length have been proposed for abatement of organic load of Noida drain. (Time Required 1.5years)</p>	<p>Action Plan for the In-situ remediation and rejuvenation of Noida drain using Constructed Wetland System and by development of biodiversity park has been submitted by Dr. C.R. Babu (CEMDE, University of Delhi).</p> <p>Six constructed wetland system each covering a stretch of 500 meter length have been proposed. (Time Required-1.5 years)</p> <p>One nos. such wetland work has been awarded to U.P. Irrigation department on dated 18.02.2021 (as per MOU) and it is expected that work will be completed within one year. i.e 17.02.2022 (as per MOU) as pilot project.</p> <p>Physical progress of 50 %.</p> <p>Further two nos. In-situ remediation wetlands have been suggested on 01/11/2021 downstream by Prof. C.R. Babu in Kondli drains and plantation on the embankment of drain to reduce air pollution. Execution would be initiated in time bound manner.</p> <p>Timeline-March, 2023</p> <p>Photographs showing construction in progress are enclosed as Annexure-E</p>
8	<p>Special drives have been carried out against encroachers on embankment of drains and same has been maintained. So disposal of untreated waste water into drains has been stopped. All encroachments on the embankment of these 30 drains will be removed within next one year. (Time Required- 1 year)</p>	<p>Special drives to check the embankment for the encroachment of all the 30 drains carried out by respective work circle regularly. Presently there is no encroachment on embankment of drains. Reports.</p> <p>Report related to concerned Work Circle(s) and photographs are enclosed as Annexure-F.</p>
9	<p>Noida will arrange further study by WAPCOS/EIL to evaluate feasibility of Intercepting sewer</p>	<p>Total 30 drains are merging in Kondli, UP, Irrigation drain</p> <ul style="list-style-type: none"> <li>Guidance of Professor C.R Babu, Department of Environment, Delhi University has been sought to suggest remedial measure.</li> </ul>

	<p><i>scheme as a long-term remedial measure based on the study report further action will be taken accordingly. (Time Required-3 years)</i></p>	<ul style="list-style-type: none"><li>• <i>Professor C.R Babu inspected 15 major drains along with Noida officials &amp; has submitted preliminary report, highlights of the same is as below :-</i><ul style="list-style-type: none"><li>○ <i>Drains are classified into 3 types based on its width as major, medium &amp; minor.</i></li><li>○ <i>Bio Remediation method has been proposed for major &amp; medium drains. Construction of In-Setu Wetland &amp; Plantation has also been proposed.</i></li><li>○ <i>Construction of sump well has been proposed for Minor drains which would connect them to STP.</i></li></ul></li><li>• <i>Detailed design, estimate &amp; financial proposal is in preparation by the consultant, which once submitted would be examined &amp; execution would be initiated in a time bound manner.</i></li><li>• <i>For the complete implementation of the proposed solution target of June 2023 has been set.</i></li></ul> <p><i>Report of Prof. C.R. Babu is enclosed as Annexure-G.</i></p>
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**Compliance Report of UP State PCB dated 23.11.2021**

10. UP State PCB has mentioned review meeting with concerned departments, including NOIDA, inspection of 95 STPs of the group housing societies, inspection of water polluting industries, status of discharge in irrigation canal/drains, quality of water in irrigation canal/drain and status of water treatment at Nagar Palika Parishad, Khoda Makanpur. The relevant extracts from the report are reproduced below:

**“Group Housing Societies**

*All 95 group housing societies as listed by NOIDA Authority have been inspected jointly by officers of NOIDA Authority and UPPCB. Out of 95, STPs were found established in 72 societies, samples of treated effluent from all operational STPs have been drawn and analysed at NABL accredited laboratories of Board.*



Status of compliance with regards to discharge standards for Fecal Coliform and other parameters for STPs of group housing societies and status of installation with regards to all 95 group housing societies has been detailed in Table 1.

No. of GHP	STP Installed	STP Not Installed	STP Under Installation	Complying STP	Not Complying STP	Report Awaited
95 (94+1 Under construction)	72	19	3	12	55	4

**Table 1** (The Discharge of all GH Societies is being tapped & treated at terminal STPs of Noida Authority)

As is evident from above table, only 12 STPs were found to be complying with regards to discharge standards for Fecal Coliform, BOD, COD and pH among others.

Action by means of issuing show cause notice, imposition of Environmental compensation and initiating prosecution under relevant sections of Water (Prevention & Control of Pollution) Act, 1974 has been initiated against group housing societies where STPs have been found to functional but not achieving norms, not installed or not operational during joint inspection, summary is as below-

No. of GH Project	No. of Defaulter identified	No. of Prosecution initiated/EC/showcase
95 (94+1 Under construction)	77	77

List of group housing societies along with their compliance status is annexed as **Annexure II** of the report. Besides above-mentioned action, Environmental compensation of Rs. 8,39,93,000/- has already been imposed on group housing societies for past violation and status of same has been submitted in Hon'ble Tribunal.

### Industries

Presently, 85 water polluting industries are established in NOIDA and all 85 units have been re-inspected by officers of Board in September, 2021. During inspection, 25 units were found closed, out of 60 operational units samples collected from final outlet of ETPs of 10 units were found to be violating discharge standards. Action by means of issuing show cause notice, imposition of Environmental compensation and initiating prosecution under relevant sections of Water (Prevention & Control of Pollution) Act, 1974. Summary of status of compliance of industries and action taken against violating industries has been detailed in Table 3.

Inspected Industry	Operational	Closed	ETP Installed	Compliance	Show cause issued/EC Imposed/ Prosecution	Remark
85	60	25	60	50	10	EC imposed after Hon'ble NGT order –

						<b>Rs. 4.25 lac against 01 unit, Rs. 8,000/- per day against 05 units, Rs. 7.500/- per day against 01 unit and Rs. 5000 per day against 03 units</b>
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**Table 3:** Summary of Status of Compliance and Action Taken against Industries

Besides above-mentioned action, Environmental compensation of Rs. 79,45,000/- has already been imposed on industries for past violation and status of same has been submitted in Hon'ble Tribunal.

**Permission for Discharge in Irrigation Canal/Drain**

In compliance of directions of Hon'ble Tribunal, Board vide letter dated 28.08.2021 had sought information from Irrigation department to ascertain whether any permission has been given to NOIDA for discharge of overflow and treated effluents into the irrigation canal, as per reply received from Irrigation department vide its letter dated 18.09.2021 has informed that no permission for discharge of effluents has been given by them to NOIDA or any other agency, copy of same is annexed as Annexure III of the report. Further, **NOIDA** Authority has furnished a copy of letter dated 2.11.2021 by means of which they have requested irrigation department to issue them permission for discharging treated effluent of five STPs meeting discharge standards in irrigation drain, copy of same is annexed as Annexure IV of the report.

**Quality of Irrigation Canal/Drain**

Regional Laboratory, NOIDA, UPPCB has been carrying out monthly monitoring of Kondli irrigation drain for general parameters only, however, in view of orders passed by Hon'ble Tribunal, monitoring has been carried out along the drain for Fecal Coliform as well besides other general parameters. Results have been presented in Table 4.

Sl. No.	Sample Location	Date	Physico-Chemical Parameters				Bacteriological Parameters	
			pH 6.5 - 9.0	BOD (mg/l) <30	COD (mg/l) <250	TSS (mg/l) <100	Total Coliform (MPN/ 100 ml)	Fecal Coliform (MPN/100 ml) < 1000
Water Quality of Kondli Drain at upstream and downstream								
September 2021								
U/S Kondli Drain Entry point Sector-11 (Near Hari Darshan Police Chowki) Noida		03-09-21	7.44	48.0	320.0	157.0	35 X 10 <sup>5</sup>	14 X 10 <sup>5</sup>
D/S Kondli Drain Before Meeting of Yamuna River (Vill-Chak Mangaraula), Noida		09-09-21	7.65	33.0	232.0	112.0	28 X 10 <sup>5</sup>	11 X 10 <sup>5</sup>
October 2021								
U/S Kondli Drain		21-10-21	7.42	66.0	336.0	164.0	22X 10 <sup>4</sup>	26X 10 <sup>3</sup>

Entry point Sector-11 (Near Hari Darshan Police Chowki) Noida							
D/S Kondli Drain Before Meeting of Yamuna River (Vill-Chak Mangaraula), Noida	21-10-21	7.44	54.0	288.0	122.0	47X 103	21 X 103

Table 4: Water Quality of Kondli Irrigation Canal at Entry and Exit Point of NOIDA

As is evident from the above results, though beyond standards, quality of drain with regards to general parameters as well as Fecal Coliform is better at confluence point of River Yamuna at Sector 168, NOIDA compared to its quality at Sector 11, NOIDA where it enters the geographical boundary of NOIDA. These results are in coherence with report submitted by Central Pollution Control Board, New Delhi with regards to water quality of the drain. Besides this, monitoring has also been carried out on all 30 drains from where untreated effluents enter Kondli irrigation canal in NOIDA area, during inspection 6 of these drains were found dry. Analysis results for remaining 24 drains have been presented in Table 5 below.

S. No.	Sampling Point Collection	Date	Physico-Chemical Parameters						Bacteriological Parameters	
			Colour	Odour	pH	BOD (mg/l)	COD (mg/l)	TSS (mg/l)	Total Coliform (MPN/100 ml)	Fecal Coliform (MPN/100 ml)
1	Samerville School, Sector-22, Noida	08.10.21	Turbid	Unpleasant	7.39	384	102	146	33x10 <sup>6</sup>	12x10 <sup>5</sup>
2	In front of Gate Near Police Chowki, Sector-23, Noida	08-10-21	Colourless	Slightly	7.45	368	96	138	39 x 10 <sup>6</sup>	20x10 <sup>5</sup>
3	Sector-23. Police Chowki Side, Noida	08-10-21	Turbid	Faint	7.39	360	72	131	33 x 10 <sup>6</sup>	21 x 10 <sup>5</sup>
4.	Kribhco Society, Sector-35, Noida	08-10-21	Slightly Blackish	Unpleasant	7.36	160	48	121	11 x 10 <sup>7</sup>	14 x 10 <sup>5</sup>
5	Kribhco Society, Sector-35, In front of Hariom Sweets, Noida	08-10-21	Colourless	Unpleasant	7.16	216	57	132	41 x 10 <sup>5</sup>	27 x 10 <sup>5</sup>
6.	Brijwasi Caters, Near Harijan Basti, Sector-35, Noida	08-10-21		Unpleasant	7.43	224	54	110	11 x 10 <sup>6</sup>	20 x 10 <sup>5</sup>
7.	Surabhi Hospital, Service Road, Sector-35, Noida	08-10-21	Blackish	Unpleasant	7.37	320	81	140	39 x 10 <sup>6</sup>	26 x 10 <sup>6</sup>
8.	Surabhi Hospital,	08-10-21	Turbid	Unpleasant	7.39	328	72	145	24 x 10 <sup>5</sup>	14 x 10 <sup>5</sup>

	Sector-35, Noida									
9.	Kendriya Vihar, Sector- 51, Noida	08-10-21	Turbid	Slightly Unplea sant	7.32	312	66	138	$17 \times 10^7$	$12 \times 10^6$
10.	Neelgiri F1, Kendriya Vihar, Gole Chakkar, Noida	08-10-21	Turbid	Odourle ss	7.51	248	42	118	$42 \times 10^6$	$40 \times 10^6$
11.	Sector-50, Beech Road, Sector-51, Gole Chakkar, Noida	08-10-21	Colourless	Slightly Unplea sant	7.22	256	45	112	$79 \times 10^5$	$22 \times 10^5$
12.	7X, Sector-76, Near Metro Station, Noida	08-10-21	Turbid	Slightly Unplea sant	7.46	320	78	142	$46 \times 10^6$	$33 \times 10^5$
13.	Bhrampal Market, Bhati Dairy, Village- Barola, Sector-49, Noida	08-10-21	Turbid	Slightly Unplea sant	7.48	392	90	172	$54 \times 10^6$	$17 \times 10^6$
14.	Barola Shamshan Ghat, Sector- 49, Noida	08-10-21	Turbid	Slightly Unplea sant	7.51	240	42	118	$25 \times 10^5$	$15 \times 10^3$
15.	UGR, Barola, Sector-50, Noida	08-10-21	Blackish	Unplea sant	7.35	360	54	140	$24 \times 10^6$	$17 \times 10^6$
16.	Kajal Dairy, Samudayik Sauchalya, Sector- 50, Noida	08-10-21	Turbid	Slightly Unplea sant	7.44	312	48	124	$47 \times 10^6$	$14 \times 10^6$
17.	SMG Public School, Rajeev Colony, Bhangel, Noida	11-10-21	Colourless	Slightly Unplea sant	7.32	296	72	112	$63 \times 10^6$	$46 \times 10^6$
18.	Satnaam Kirana Store, Bhangel, Noida	11-10-21	Muddish	Slightly Unplea sant	7.39	344	102	138	$26 \times 10^6$	$22 \times 10^5$
19.	NSEZ, Metro Statton, Notda	11-10-21	Slightly Blackish	Unplea sant	7.41	304	75	136	$38 \times 10^5$	$32 \times 10^5$
20.	Bhangel Drain, Noida	11-10-21	Slightly Blackish	Unplea sant	7.59	288	54	142	$28 \times 10^7$	$22 \times 10^6$
21.	Hosiery Drain, Noida	11-10-21	Slightly Blackish	Unplea sant	7.46	360	84	168	$15 \times 10^6$	$12 \times 10^6$
22.	Advant' Sector-142, Noida	11.10-21	Turbid	Slightly Unplea sant	7.36	256	51	128	$17 \times 10^5$	$13 \times 10^4$
23.	Sector-135, Near Accentur Accenture Pvt. Ltd., Noida	11-10-21	Turbid	Slightly Unplea sant	7.52	248	42	110	$38 \times 10^6$	$24 \times 10^5$
24.	Near Sector- 82, Noida	11-10-21	Turbid	Slightly Unplea sant	7.54	256	45	116	$47 \times 10^6$	$33 \times 10^6$

Table 5: Water Quality of Drains meeting Kondli Irrigation Canal within NOIDA region.

Further, in order to monitor the water quality of drain at entry and exit point of NOIDA region, Board has initiated process of procuring

*and installing an Online Drain Monitoring System at both locations as directed in the meeting chaired by Additional Chief Secretary, Environment, Forest and Climate Change, Uttar Pradesh.*

***Status of Water Treatment at Nagar Palika Parishad, Khoda Makanpur***

*Nagar Palika Parishad, Khoda Makanpur comes under administrative jurisdiction of district Ghaziabad. The said area was classified as Gram Sabha area until 2016 and was accorded the status of Nagar Palika Parishad in the year 2016. The said area was inspected by the joint team of Central Pollution Control Board and U.P. Pollution Control Board on 14.09.2021 to ascertain the status of progress made and steps taken so as to treat domestic effluent generated from the region.*

*Executive Officer, Khoda Makanpur had informed the joint team that efforts have been made to get land for establishing a STP from NOIDA Authority as well as Ghaziabad Development Authority as there is no land available within geographical boundaries of NPP for new infrastructure, however, same has not materialized and presently no plan is in place for treatment of domestic effluent generated from the region. In view of said non-compliance, show cause for imposing environmental compensation of Rs. 70,00,000/- has been given to Executive Officer, NPP, Khoda Makanpur by Board vide its letter dated 01.11.2021, copy of same is annexed as Annexure V of the report. Prosecution against Executive Officer, Nagar Palika Parishad, Khoda Makanpur, Ghaziabad is initiated.”*

**Status Report of Delhi Government dated 17.11.2021**

11. Report filed by Delhi Government mentions the meeting held by the Chief Secretary on 07.09.2021 with the concerned departments to consider the issues of (i) disposal of sewer wastes in Noida drains from Kondli, Gharoli and Khoda (Ghaziabad) causing pollution in Yamuna and (ii) Sewage discharge from GD Colony, Gharauli village and Kondli village in Delhi to the drainage system of PWD, contributing to pollution to NOIDA drain. Thereafter, status of action against illegal dairies and other entities as well as operation of borewells, discharge of effluents is mentioned as follows:

**“A. Operation of illegal Industries:**

- *Two illegal industrial units (Jeans factory in Gharoli village and one car washing unit) were found which have been closed.*

**B. Operation of illegal dairies:**

- A total of 67 dairies were sealed down in colonies of Gharoli Dairy Colony, Gharoli village and Kondli village.

**C. Operation of illegal godowns in residential area:**

- 04 sealing show cause notices were issued under DMC Act, 1957 issued for violation of provision of MPD-2021 to defaulters of Gharoli Dairy colony, Mayur Vihar for misusing the said residential / non-conforming premises.

**D. Throwing of solid waste/C&D waste/other material on drain:**

- 591 Challans were issued to residents of Kondli and Gharauli for disposing their wastewater into drain
- EDMC started door to door collection of MSW and has been processing the same in compost plant, WTE plant and malba is sent to C&D waste processing plant at Shastri Park.

**E. Operation of illegal borewells:**

- DJB has found 94 illegal borewells. List of the same have already been sent to DM (East) for further sealing action of borewells. The action taken report w.r.t. sealing received from DM (East). The ATR is enclosed as Annexure-3. DPCC has also issued show cause notice for imposition of EDC on all these illegal borewells.

**F. Discharging of effluent in open drain w/o sewer line:**

- Special camps were organized for sensitizing residents to take sewer connection. DJB has provided 6938 sewer connections in houses.
- 732 notices were issued to residents of Kondli and Gharauli.
- All effluent/ sewage of Delhi in drains have been trapped into sewer line at 3 locations. The sewage of the sewer line is ultimately carried to Kondli STP for treatment. At present no untreated sewage of Delhi is out falling into Kondli drain.
- All these 3 locations have been checked by members of task force during joint inspections till 14 Oct, 21 and on 18 Oct, 21 by Commissioner - EDMC.
- The task force during inspections on 13.10.2021 and 14.10.2021 observed that no waste water generated from Delhi is being discharged in Noida Drain

- *DJB informed that all the sewer connections have been laid down and additional 108 new sewer connections have been provided in the area.*

**G. Water quality sampling:**

- *Water quality analysis was done by DPCC on 14 and 18 Oct, 21. The waste water quality of all the samples drawn from the trapping points of DJB is meeting the general standards for sewer w.r.t **PH, TSS & BOD** (5.5-9-0.6mg.1 & 350mg/1). Sampling report is annexed herewith as Annexure -4.*

**H. Aerial photography:**

- *Aerial drone survey was done on 23.10.2021 to locate illegal units/dairies through drone. No such units were found.*
- *Three points where **DJB** has trapped the wastewater was also video graphed, in which it is amply clear that no wastewater is being sent to Noida drain from Delhi.*

*Photographs taken during aerial survey are annexed herewith as Annexure -5.”*

**CPCB Reports both dated 08.11.2021**

12. The first report of CPCB deals with the standards of water quality of drains but there is no mention of such standards either laid down or proposed. The report simply mentions the water quality criteria for surface water courses (for bathing waters) and the general standards for effluents. The Tribunal had asked for the standards for disposal of treated effluents, to be permitted in storm water drains or irrigation canals to maintain the water quality of drains laid down or proposed under the Environment (Protection) Act, 1986/the Water (Prevention and Control of Pollution) Act, 1974. Let the Chairman and Member Secretary, CPCB look into this aspect and ensure that appropriate standards are laid down on the subject within one month from today.

The second report is about the status of sewage management in Khoda area. The reports mentioned that there is no infrastructure in the area and waste water is flowing in the drain. UP Jal Nigam needs to

prepare appropriate DPR and Nagar Palika needs to provide land for the purpose. The extracts from the report are as follows:

- “1. Presently, there is no infrastructure in the area for management of sewage which include sewerage network and sewage treatment plant.
- 2. During inspection, CPCB team observed that waste-water discharges from Khoda- Makanpur Nagar Palika flows towards Delhi which finally merge with Kondli drain. Photographs depicting discharge from Khoda drain are attached as Annexure-I. Samples of waste-water of Khoda drain were also collected on 14.10.2021 and analysis report is presented in the following Table:

Location	Parameter					
	pH	TSS (mg/l)	COD (mg/l)	BOD (mg/l)	PO <sub>4</sub> -P (mg/l)	NH <sub>3</sub> -N (mg/l)
Khoda drain in front of temple on Delhi Noida border.	7.4	257	463	200	1.17	10

Analytical results indicate that the values of the parameters namely BOD-200 mg/l, COD-463 mg/l and TSS-257 mg/l are much on the higher side. It is obvious from the characteristics of the waste-water flowing through Khoda drain that it is untreated.

- 3. At present, septage wastes as collected from septic tanks of households, are disposed of into STPs at Noida, Sector 62 for treatment and rest sullage wastes are discharged into drains.
- 4. Khoda- Makanpur Nagar Palika has requested UP Jal Nigam to prepare DPR on sewage management of the area. As per DPR report, Nagar Palika is divided into 07 zones and planned to install IPS (Intermediate Pumping Station) for each zone and 01 tail end STP.
- 5. Nagar Palika has requested NOIDA Authority to provide vacant land for installation of STP and decision on said matter is still pending. Copy of communication made with CPCB on the matter is attached as Annexure-II.”

**Discussion and directions**

13. We have interacted with the officers present. It has come out during interaction with the CEO, NOIDA that as against claim of STPs of 72 out of 95 group housing societies being functional, the stand of State PCB is that only 12 were compliant. There is also contradiction in the narrative in the



report of the NOIDA Authority on the one hand and details mentioned in the annexures to the report. By way of illustration, in one of the charts at serial no. 77, STP is said to be working at Air Force Naval Housing Board (Jalvayu Tower), while in another annexure at serial no. 9 against the same complex, status of STP is mentioned as not constructed. The report of the NOIDA Authority mentions that sewer of complexes where STP were non-compliant have been connected to NOIDA sewer line. Number of such complexes is mentioned as 07, while it should have been 83, if only 12 out of 95 are functional and compliant. The impact of connecting sewers of group housing societies, which were required under the law to set up their STPs, will increase the load of NOIDA sewer line. It is not clear how such load will be sustained. From Annexure B, it is shown that various sewer lines are lying choked or/are overflowing which obviously results in water pollution. This situation can hardly be held to be satisfactory though colour of compliance has been given which on scrutiny can hardly be called compliance. On the other hand, this amounts to absolving the non-compliant Project Proponents (PPs) of statutory obligations under the EC/Consents and profiteer by law violation which inter-alia amounts to an offence under Section 3 of the Prevention of Money Laundering Act, 2002 (PMLA Act, 2002) read with paragraphs 25 and 26 of Part A of the Schedule to the Act. This will also be against the 'Polluter Pays' principle as the PP has to be held accountable to meet the cost of restoration for the damage caused in violation of statutory mandate. Compensation in this regard has to be as per principles laid down in *M. C. Mehta & Anr. v. Union of India*, (1987) 1 SCC 395, *Sterlite Industries (India) Ltd. v. Union of India*, (2013) 4 SCC 575 and *Goel Ganga Developers India Pvt. Ltd. v UOI*, (2018) 18 SCC 257. Compensation has to have deterrent element having regard to financial capacity so that the law violation is not encouraged. Compensation amount needs to be credited to a separate amount for restoration and improvement of the environment. NOIDA Authority needs to take further remedial action in the matter.

14. In view of huge load of untreated sewage of group housing societies, the CSTP of Noida sewer line will have to be properly maintained and its compliance status monitored. The fact that even without STPs being installed/functional/compliant, sewer is being generated shows that the buildings have been occupied even before setting up of functional and compliant STP, in violation of EC/consent conditions. We are informed that partial occupancy certificates are issued to facilitate the builders to sell the flats which prima facie amount to offence. This policy will have to be reviewed to effectuate the mandate under the EC/Consent conditions read with Water and EP Acts. Though STPs were required to be functional before occupancy, they are either not installed or are non-functional or non-compliant. Compliance is proposed in distant future extending upto four years, without specifying the accountability/liability of the PP responsible for the situation for continuing violation in the meantime.

15. Though learned CEO has stated that she will personally monitor compliances, it may not be practical unless there is a dedicated monitoring cell manned by qualified environmental professionals, taking of performance guarantees/deposits for performance from PPs before permitting commencement of the project and also before giving occupancy certificate, engagement of accredited agencies to assist such monitoring, and effective community involvement. The Inspector General of Police, Meerut Range submitted that IPC offences are not registered due to provisions of special law – EP Act. This can be no excuse as IPC offence are also committee and taking of such action does not violate the special law. Further, Section 133 Cr.P.C. can be also invoked wherever necessary. Since earning money by committing offences under Air, Water, EP Acts amounts to offence under Section 3 of the PMLA Act, 2002, the Enforcement Directorate needs to look into the matter to proceed against violators and colluders in such offences, as per the mandate of law.

16. With regard to pollution of Kondli Irrigation drain, table 5 in the report of the State PCB shows that water quality is highly polluted. The State PCB has merely proposed procuring and installing online drain monitoring systems. The NOIDA Authority has proposed undertaking a study by WAPCOS/EIL for feasibility for intercepting sewer scheme and in situ treatment. In that regard work is said to have been allotted for one wetland. Strengthening of existing sewerage network and termination to STPs has to be properly executed. As per information given in table 3 by Noida, out of 10 projects, 8 have been completed and two are under execution. Still, 30 sewage drains are to be properly sewerred terminating to preplanned STPs of 180 MLD and the utilization of treated effluents needs to be planned. Action taken in this regard is patently inadequate. Further remedial action needs to be taken. The inspection report annexed to the report of the NOIDA Authority shows that so far no treatment of waste discharged in the said drain is taking place. The discharge of effluents in the drains is without permission of the Irrigation Department. In fact, such permission was refused. The report of NOIDA Authority and State PCB has not mentioned the performance of six STPs and mode of disposal of treated effluents and their utilization.

17. With regard to preventing untreated effluents generated at Khoda Makanpur, according to State PCB affidavit, there is no plan for treatment of domestic effluents for which environmental compensation of Rs. 70 lakhs has been levied. The Additional Chief Secretary, (Env.), UP submitted that the remedial action is to be taken by the Urban Development Department and he will take up the matter with the said department. Let the Urban Development Department, UP take remedial action in the present matter and further to ensure framing and executing an appropriate policy at all locations in the State in discharge of public trust doctrine obligating the State to prevent water pollution.

18. Coming to the remedial action in Delhi, the action taken report filed on behalf of the Delhi Government has stated that no untreated sewage is generated from Delhi and discharged into the Noida drain. This aspect may be verified by the CPCB. The treatment capacity and performance of Kondli STP also needs to be verified particularly with reference to compliance with fecal coliform and utilization of treated sewage. It further needs to be ascertained whether such waste is being discharged into Shahdara drain. Though it is stated that dairies have been closed, impact of such closure on improvement of environment has not been indicated and ensuring that such dairies do not operate illegally. In case of their operation, the environmental compliance needs to be adhered. With regard to borewells, though 16 borewells are said to have been sealed, there is no information about remedial action against the remaining. Compensation needs to be assessed and recovered against persons who have illegally operated the borewells.

19. In view of above, let the NOIDA Authority, Urban Development Department, UP and Chief Secretary, Delhi and CPCB take further follow up action and file compliance status within three months by e-mail at [judicial-ngt@gov.in](mailto:judicial-ngt@gov.in) preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF. NOIDA Authority may not grant any partial or completion certificates in future without ensuring compliance of EC/Consent conditions and requirements of the EP and Water Acts. UP and Delhi Police and ED may also take such action as may be found appropriate in the light of above observations.

20. We sum up our directions as follows:

**NOIDA**

- i. Discrepancies pointed out in para 13 regarding functional status of STPs, their compliance and connectivity to sewers to be addressed and clarified considering desludging and maintenance of sewer lines.

- ii. Action against violators and colluders under Section 3 of PMLA Act, 2002, IPC as well as under Section 133 of Cr. PC to be looked into.
- iii. Granting partial or completion certificates must be compliant with EC/Consent conditions.
- iv. Completion of ongoing sewerage network to be ensured and steps taken in respect of 30 drains and their termination to respective existing or new STPs.
- v. Mode of disposal of 6 existing STPs to be compliant with standards, including fecal coliform and utilization of treated effluents to be ensured.

**UP State PCB/Irrigation Department/Urban Development, UP**

- vi. Maintaining water quality of irrigation canal (Kondli drain) as per Water Act. STPs to be consented accordingly and regular monitoring of performance of terminal STPs as well as of group housing societies required.
- vii. Khoda Nagar Palika to set up required STP and State of UP to frame and execute policy as directed in Para 17 above.

**GNCTD (EDMC/DJB/DPCC)**

- viii. Ensuring no waste water enters from Kondli drain to Noida.
- ix. Kondli STP should comply with standards and adequately cater to the need of designed capacity with proper utilization and disposal of effluents.

**CPCB**

- x. To evolve standards and formulate policy for maintaining and restoring water quality of storm water drains/irrigation canals and other “streams” as per the Water Act, 1974.

List for further consideration on 12.04.2022.

A copy of this order be forwarded to CPCB, Chief Secretary, Delhi, Additional Chief Secretary, (Env.), UP, Secretary, Urban Development Department, UP, CEO NOIDA Authority, Vice Chairman, GDA, District Magistrate, Gautam Budh Nagar, Police Commissioner, NOIDA, I.G. Meerut, UP State PCB, UP Jal Nigam, Nagar Palika Parishad, UP, Special Commissioner of Police, East Delhi, DPCC, EDMC, DJB and Director, ED by e-mail for compliance.

Adarsh Kumar Goel, CP

Sudhir Agarwal, JM

Dr. Nagin Nanda, EM

December 23, 2021  
Original Application No. 1002/2018  
AVT & DV



HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED  
www.hdfc.com

**ANNEXURE A-25**

To  
New Okhla Industrial Development Authority  
Main Administrative Building Sector 6- Noida

Date: March 19, 2014

Re : Request for lien mark and issuance of Mortgage Permission in favour of HDFC

Sir,

We wish to inform you that Express Builders & Promoters Private Limited has been sanctioned a loan from HDFC Ltd vide Loan Account No. 6580201902 against property being No. Plot No. Gh-02- A, Sector.77, Noida, Uttar Pradesh under the name and style of "Express Zenith".

Accordingly you are requested to kindly mark HDFC's lien and issue the Mortgage Permission on the said property and confirm the same to HDFC in writing.

For HOUSING DEVELOPMENT FINANCE CORPORATION LTD.

*Sherdil Val*  
AUTHORISED SIGNATORY



Regional Office: The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi 110 067.  
Tel.: 41115111. Fax: 011-26194617, 26171817.  
Regd. Office: Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020.

✓  
TRUE COPY

CKYC NO: 30027305763729

Toll Free Number: 18002740123

डी एस DS-5A

### यूको बैंक

#### आवश्यक निर्देश

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

### UCO BANK IMPORTANT

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

### यूको बैंक UCO BANK

IFSC: UCBA00000207

शाखा  
MICR Code: 1 Branch 3

SUPREME COURT - NEW DELHI  
SUPREME COURT 0, TILAK MARG NEW DELHI 110001

Phone: 011-23389120, 2338653

नाम  
Name

पता  
Address

VINEET SINHA

JOINT HOLDER : 1. M/S MR VINEET SINHA  
306 CK DAPHTARY BLOCK TILAK LANE  
BEHIND ILI SUPREME COURT  
NEW DELHI Pin : 110001

02070100012867

NON INDIATION REGISTER

PB.No. 1


सहा. प्रबंधक /Asst. Manager



 यूको बैंक UCO BANK

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

दिनांक Date	विवरण Particulars	चेक संख्या Cheque No.	चेक तारीख Cheque Date	निकाली गयी रकम Withdrawals	जमा की गयी रकम Deposits	शेष Balances	अधिकारी के हस्ताक्षर Officers Initials
	SB OPENING BALANCE					3372519.07	
	FFD BALANCE					0.00	
12/01/2020	02070100012867: Int.P				25763.00	3398282.07Cr	
14/01/2020	APBS: HP618354 29530				157.87	3398439.94Cr	
25/02/2020	APBS: HP618354 32135				291.00	3398730.94Cr	
20/03/2020	SMS CHARGES JUL19-DE			1.05		3398729.89Cr	
15/04/2020	02070100012867: Int.P				27537.00	3426266.89Cr	
15/04/2020	APBS: HP618354 34715				162.43	3426429.32Cr	
07/07/2020	02070100012867: Int.P				24806.00	3451235.32Cr	
14/09/2020	VINEET SINHA	21	10/09/2020	350000.00		3101235.32Cr	
27/09/2020	SMS CHARGES JAN20-JU			2.10		3101233.22Cr	
28/09/2020	FOR FDR	190682	28/09/2020	2600000.00		501233.22Cr	
10/10/2020	02070100012867: Int.P				22641.00	523874.22Cr	
29/12/2020	SMS CHARGES 01JUL20-			1.20		523873.02Cr	
06/01/2021	02070100012867: Int.P				3301.00	527174.02Cr	
27/01/2021	AMC ATMC RD-JUN19 to MA			120.00		527054.02Cr	
18/03/2021	CKYCR Charges Cust :			0.94		527053.08Cr	
23/03/2021	NACH: AOBPS0171D-AY2				50510.00	577563.08Cr	
27/03/2021	SMSQ CHRG 01JAN21-31			0.94		577562.14Cr	
	FFD BALANCE					0.00	
	SB CLOSING BALANCE					577562.14Cr	

 यूको बैंक UCO BANK 3729

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

दिनांक Date	विवरण Particulars	चेक संख्या Cheque No.	चेक तारीख Cheque Date	निकाली गयी रकम Withdrawals	जमा की गयी रकम Deposits	शेष Balances	अधिकारी के हस्ताक्षर Officers Initials
	SB OPENING BALANCE					577562.14Cr	
	FFD BALANCE					0.00	
07/04/2021	02070100012867: Int.P				3280.00	580842.14Cr	
05/07/2021	AMC ATMC RD-JUN21 to MA			177.00		580665.14Cr	
07/07/2021	02070100012867: Int.P				3620.00	584285.14Cr	
08/09/2021	RTGS/SHCIL E STAMPIN			416028.92		168256.22Cr	

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

1 message

vineet sinha &lt;vineetadvocate@gmail.com&gt;

Thu, Feb 25, 2021 at 4:08 PM

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

Dear Sirs/Madam,

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

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

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

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

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

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

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

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

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

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

**This email is "Without Prejudice" to our rights.**

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

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

Vineet Sinha  
Advocate  
Supreme Court  
9810989910

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

"Dear Sirs/Madam,

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

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

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

This is for your record and reference.

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

**This is without prejudice to our rights."**

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

"Dear Sirs/Madam,

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

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

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



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

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

**This is without prejudice to our rights."**

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

"Dear Sirs/Madam,

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

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

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

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

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

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

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

This is for your record and reference.

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

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

"Dear Sirs/Madam,

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

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

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

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

The undersigned call upon all of you: -

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

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

**This email is "Without Prejudice" to our rights.**

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

On Tue, Dec 22, 2020 at 4:23 PM vineet sinha <[vineetadvocate@gmail.com](mailto:vineetadvocate@gmail.com)> wrote:

Dear Mr. Pankaj Goel, Director, Express Builders and Promoters Private Limited &  
Dear Mr. Vinay Goel, Director, Express Builders and Promoters Private Limited &  
all the recipient of this mail (including Mr. Kapil Saneja, Mr. Ajoy etc.)

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

**"WITHOUT PREJUDICE"**

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

On Mon, Dec 14, 2020 at 2:06 PM vineet sinha <[vineetadvocate@gmail.com](mailto:vineetadvocate@gmail.com)> wrote:

Dear All,

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

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

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

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

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

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

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

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

Vineet Sinha  
Advocate  
Supreme Court & High Court

Contact no.: - 9810989910

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

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Vineet Sinha  
Advocate  
Supreme Court & High Court

Contact no.: - 9810989910

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Vineet Sinha  
Advocate  
Supreme Court & High Court

Contact no.: - 9810989910

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Advocate  
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Advocate  
Supreme Court & High Court

Contact no.:- 9810989910

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Vineet Sinha  
Advocate  
Supreme Court & High Court

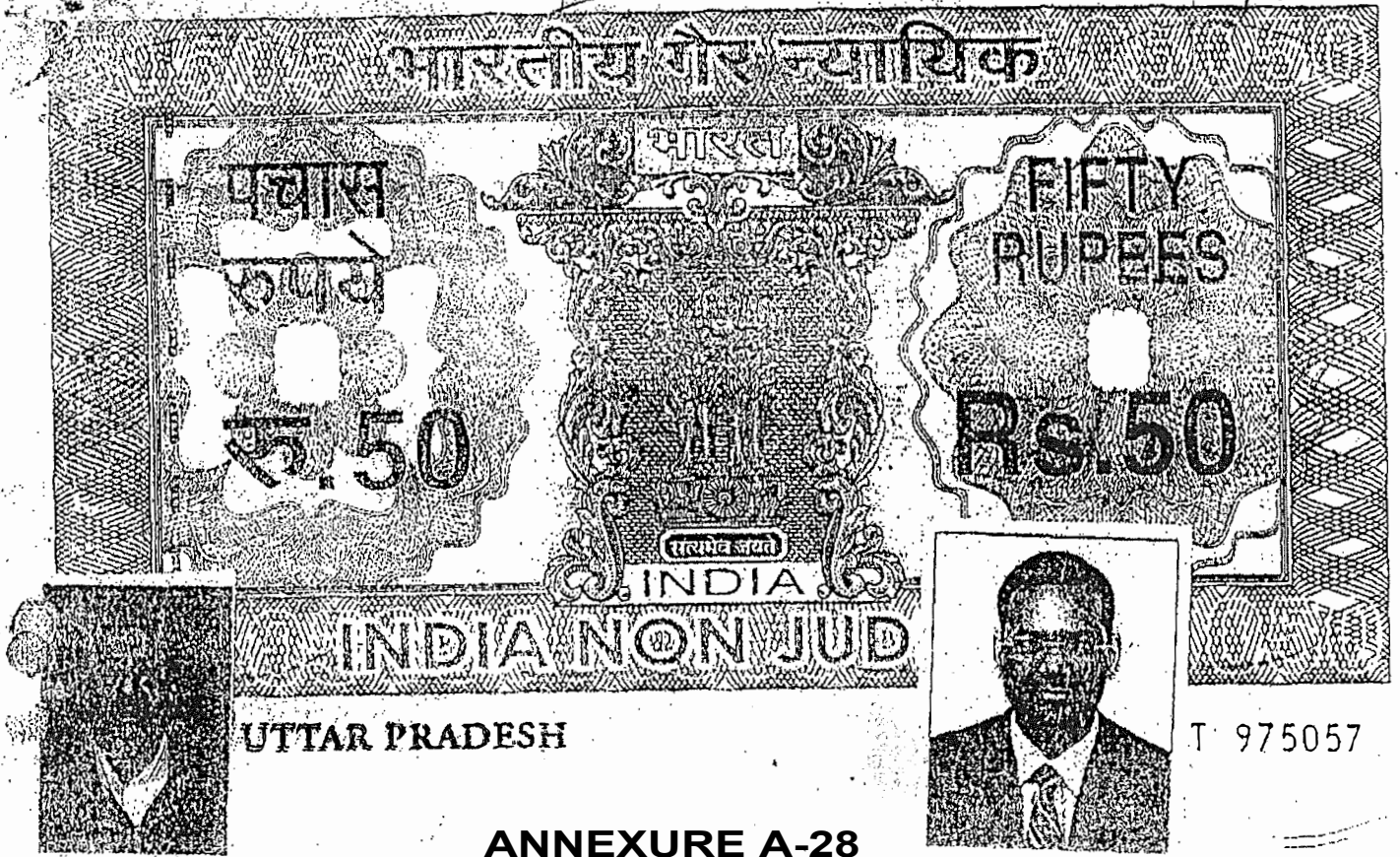
Contact no.:- 9810989910

--

Vineet Sinha  
Advocate  
Supreme Court & High Court

Contact no.:- 9810989910





ANNEXURE A-28

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

In Pursuance of the order of the Collector No. *1270* Dated *21/8/10* Passed under section 10-A of the Stamp Act, it is certified that an amount of Rs. *247545* (In words Rs. *Two Lacs Forty Seven thousand Five Hundred only*) has been Paid in Cash as stamp Duty in Respect of this Instrument in the State Bank of India Treasury/Sub Treasury of *Noida* by Challan No. *104/129* Dated *28.8.10* a Copy of Which is annexed herewith.

*31-8-2010* *68820*  
 Officer-in-Charge  
 Treasury  
 Gayam Budh Nagar

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

*[Signature]*  
 LESSOR

For Express Builders And Promoters (P) Ltd.  
*[Signature]*  
 LESSEE  
 Director

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TRUE COPY

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UTTAR PRADESH

T 975057

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

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

Date 31.8.2010

Sd/-

31-8-2010

Office-in-Charge

Treasury

Gautam Budh Nagar

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

Sd/-

Sd/-

LESSOR

LESSEE

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भारतीय गैर न्यायिक

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RUPEES

Rs. 50



UTTAR PRADESH



T 975057

Stamp Duty Paid in Cash Certificate in favour of

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

In Pursuance of the order of the Collector

No. 1200 Dated 31/8/10 Passed under

section 10-A of the Stamp Act. It is certified that

an amount of Rs. 247545/-

(In words Rs. Two Lakh Forty Seven Lac Fifty Four

Thousand And hundred only

has been Paid in Cash as stamp Duty in Respect

of this Instrument in the State Bank of India

Treasury/Sub Treasury of Noida

by Challan No. 104129 Dated 28.8.10

a Copy of Which is annexed herewith.

Date 31-8-2010

Officer-in-Charge

Treasury

Gautam Budh Nagar

TRUE COPY

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

LESSOR

For Express Builders And Promoters (P) Ltd.

LESSEE

Director

LEASE DEED

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

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

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

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

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LESSOR

For Express Builders And Promoters (P) Ltd.

LESSEE

Director

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

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

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

#### LIST OF DIRECTORS

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

#### LIST OF MEMBERS/ SHAREHOLDERS

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

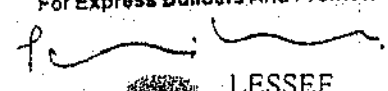
And it has been represented to the lessor that the Special Purpose Company members have agreed amongst themselves that M/s EXPRESS PROJECTS PVT. LTD. (LEAD MEMBER), having its registered office at 810, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001 shall remain always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

For Express Builders And Promoters (P) Ltd.

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LESSOR

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LESSEE

Director



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

## II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

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

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

  
LESSOR

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For Express Builders And Promoters (P) Ltd.

  
LESSEE

Director



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

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

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

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

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

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

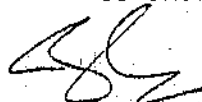
The amount deposited by the lessee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the lessee contrary to this will be entertained.

#### A. EXTENSION OF TIME

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

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

For Express Builders And Promoters (P) Ltd.

  
LESSOR

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LESSEE

Director

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

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

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

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

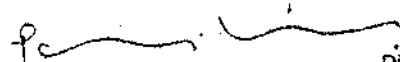
- a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
- b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot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

  
LESSOR

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For Express Builders And Promoters (P) Ltd.

  
Director  
LESSEE



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

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

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

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

  
LESSOR

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For Express Builders And Promoters (P) Ltd.

  
LESSEE

Director

b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the lessor. But in such case of extension of time an interest @ 14% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case lessee fails to pay the above charges it would be obligatory on the part or its members/ sub lessee to pay proportional charges for the allotted areas.

c) The Lessee shall use the allotted plot for construction of Group Housing. However, the lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms & conditions to the lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.

i) Such allottee/sub lessee should be citizen of India and competent to contract.

ii) Husband/wife, and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.

iii) The permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer.

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For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE

Director



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

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


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

TRUE COPY

For Express Builders And Promoters (P) Ltd.

  
LESSOR

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LESSEE Director



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

#### NORMS OF DEVELOPMENT

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

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

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

For Express Builders And Promoters (P) Ltd.

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LESSOR

LESSEE

Director

## CONSTRUCTION

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

LESSOR

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For Express Builders And Promoters (P) Ltd.

LESSEE

Director

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

### MORTGAGE

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

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

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

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

of NOIDA.

TRUE COPY

For Express Builders And Promoters (P) Ltd.

LESSOR

11

LESSEE

Director

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

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

### TRANSFER OF PLOT


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

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

TRUE COPY

For Express Builders And Promoters (P) Ltd.

  
LESSOR

  
LESSEE Director

12

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

### MISUSE, ADDITIONS, ALTERATIONS ETC.

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

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

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

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

  
LESSOR

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TRUE COPY

13

For Express Builders And Promoters (P) Ltd.

  
Director

LESSEE





## LIABILITY TO PAY TAXES

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

## OVERRIDING POWER OVER DORMANT PROPERTIES

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

## MAINTENANCE

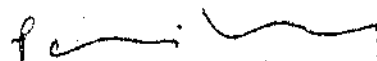
1. The Lessee/Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Lessee/Sub-lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
  - a) in a state of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

  
LESSOR

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For Express Builders And Promoters (P) Ltd.

  
LESSEE

Director




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

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

#### CANCELLATION OF LEASE DEED

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

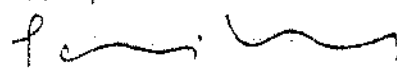
1. Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud.

  
LESSOR

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For Express Builders And Promoters (P) Ltd.

  
LESSEE

Director

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

#### OTHER CLAUSES

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

TRUE COPY

For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE

Director

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

  
LESSOR

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TRUE COPY

For Express Builders And Promoters (P) Ltd.

  
LESSEE

Director

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

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

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

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

In presence of:

Witnesses.

Signed and delivered  
for and on behalf of LESSOR

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

For Express Builders And Promoters (P) Ltd.

Director

For and on behalf of the LESSEE

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

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

TRUE COPY

LESSOR

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For Express Builders And Promoters (P) Ltd.

LESSEE

Director

PLOT NO. GH-02

303000

EXPRESS PROJECTS PVT LTD

For Aggrewal Associates Promoters Ltd

Authorized Signatory

AGGRAWAL ASSOCIATES (PROMOTERS) LTD

For CIVITECH HOUSING INDIA PVT LTD

Director

CIVITECH HOUSING INDIA PVT LTD

For Gulshan Homz Pvt Ltd

Authorized Signatory

GULSHAN HOMZ PVT LTD

For HR ORACLE DEVELOPERS

Authorized Signatory

HR ORACLE DEVELOPERS

For SUNGLOW BUILDERS (P) LTD

Authorized Signatory

SUNGLOW BUILDERS PVT LTD

Director

PLOT NO. GH-03

For Express Builders And Promoters (P) Ltd.

187570

AREA=21,700 SQM

GH-02/A

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

112735

200754

104705

96050

GH-02/B

AREA=20,000 SQM

SPC OF HR ORACLE DEVELOPERS  
AND SUNGLOW BUILDERS PVT LTD

104680

GH-02/C

191036

AREA=20,500 SQM

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

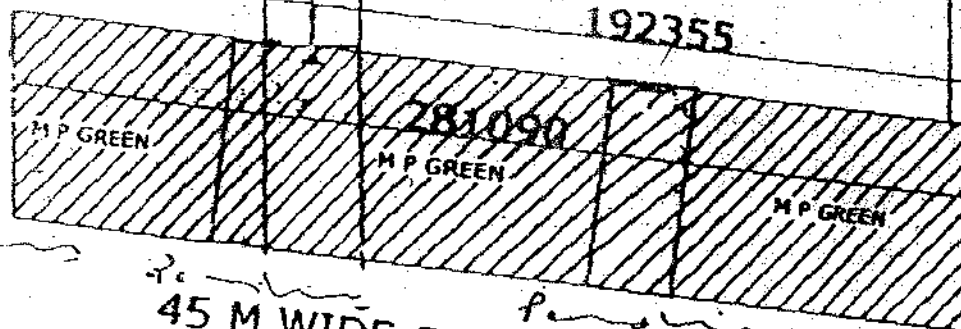
118570

223250

ENTRY

ENTRY

45 M WIDE ROAD



45 M WIDE ROAD

PLOT NO. GH-02 SECTOR 77 NOIDA

TRUE COPY

PLOT AREA=62,200 SQM

## नवीन औखला औद्योगिक विकास प्राधिकरण

मुख्य प्रशासनिक भवन, सैक्टर-6, नौएडा।

पत्र सं० नौएडा/गु०हा०/2021/ 167

दिनांक 31/5/21

प्रेषक—

सहायक महाप्रबन्धक (गु०हा०)  
नौएडा।

सैवा में,

जिलाधिकारी,  
गौतमबुद्धनगर।

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

महोदय,

कृपया [www.jansunwai.up.nic.in](http://www.jansunwai.up.nic.in) पर Sh. Vineet Sinha द्वारा शिकायत दर्ज करायी गई है जो सीधे लोक शिकायत अनुभाग मुख्यमंत्री कार्यालय से संचालित है।

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

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

सहायक महाप्रबन्धक (गु०हा०)

प्रतिलिपि—

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

  
 सहायक महाप्रबन्धक (गु०हा०)

Translated Copy

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

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

Dated: 31.05.2021

Sender

Assistant General Manager (G.H.)

Noida

To,

District Magistrate,

Gautam Budh Nagar

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

Sir,

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

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

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

✓  
TRUE COPY



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

Sd/-

Assistant General Manager (G.H.)

Copy to: -

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

Sd/-

Assistant General Manager (G.H.)

विषय सूचना का अधिकार अधिनियम 2005 के अन्तर्गत आरटीआई आवेदन संख्या:  
NAOD/IR/2021/69156 Dt. 17.03.2021 के द्वारा मांगी गयी सूचना के सम्बन्ध में।

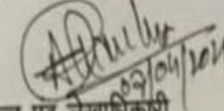
महोदय  
 आपके द्वारा आरटीआई से सन्दर्भित मांगी गई सूचना निम्नानुसार है-

बिन्दु सं 1 के क्रम में

अवगत कराना है कि मैसर्स Express Builders & Promoters Pvt. Ltd. भूखण्ड संख्या: जी एच/02ए, सेक्टर 77, नोएडा के विरुद्ध दिनांक 31.03.2021 तक पत्रावली में उपलब्ध अभिलेखों के अनुसार PSP किस्तों/ब्याज के मद में राशि ₹ 68,23,73,780.00 एवं भू-भाटक (2021-22 सहित) के मद में राशि ₹ 2,75,87,041.00 अर्थात् कुल घनराशि ₹ 70,99,60,821.00 की देयता बनती है।

पत्रावली में उपलब्ध अभिलेखों के अनुसार आरटी द्वारा किस्तों एवं भू-भाटक के मद में 08.06.2017 को अन्तिम भुगतान किया गया है। 64.7 प्रतिशत प्रतिकर के मद में 23.04.2019 को अन्तिम भुगतान किया गया है।

बिन्दु सं 2 एवं 3 के क्रम में मांगी गई सूचना ग्रुप हाउसिंग परिसम्पत्ति विभाग से सम्बन्धित है।

  
 वित्त एवं लेखाधिकारी  
 (ग्रुप हाउसिंग)

## Translated Copy

Subject: In respect of RTI Application Number ANODA/R/2021/60156 dated 17.03.2021 under the Right to Information Act, 2005.

Sir,

The information as requested by you in respect of subject RTI is as under:-

Sr. No. 1.

This is to inform that as per the record available on file as on 31.03.2021, a sum of Rs. 68,23,73,780/- in respect of PSP Installments/ Interest and a sum of Rs. 2,75,87,041/- in respect of Ground Rent (upto 2021-22) total aggregating to Rs. 70,99,60,821/- is outstanding upon M/s Express Builders & Promoters Pvt. Ltd. in respect of Plot No. GH/02A, Sector-77, Noida as on 31.03.2021.

As per the records available on file the Allottee has made the last payment on 08.06.2017 in respect of Installments and Ground Rent. Only 64.7% of farmers compensation was last paid on 23.04.2019.

Information requested under Sr. No. 2 and 3 pertains to Group Housing Assets Department.

Sd/-

07.04.2021

Finance and Account Officer  
Group Housing

ANNEXURE A-31

Section-31 Complaint Details

Section-63 Complaint Details

VIEW HEARING DETAILS

VIEW COMPLIANCE

VIEW NOTICE

VIEW ORDER

Complaint Current Status

Complaint Number	NCR144/03/72601/2021
Date of Registration of Complaint	23-03-2021
Status	Disposed (On - 07-09-2021 )

Complainant Against Details

Complaint Against	Promoter
Project Details	Project Category-UP RERA Registered Project Express Builders & Promoters Pvt. Ltd.  Express Zenith (Phase 2, Tower B and C)
Competent Authority	Noida Authority
District	Gautam Buddha Nagar

Complainant Details

Name	PANKAJ SINGH BAJELI
Address	D-806, Express Zenith,Sector-77, Gautam Buddha Nagar, 201301,Uttar Pradesh
Mobile No	*****
Email	*****

Complaint Details

Apartment/Plot No. Booked	D806	Total Value of Apartment/Plot	6903120.00
Amount Paid Till Date	6903120.00	Grace Period	No

Other Details

Complaint Detail	शिकायतकर्ता द्वारा शिकायत में जो तथ्य अंकित किये गए हैं उनके अनुसार उन्होंने Express Builders & Promoters Pvt. Ltd. के द्वारा संचालित Express Zenith (Phase 2, Tower B and C) में फ्लैट संख्या :-D806 जिसका कुल मूल्य रु० 6903120.00 था, दिनांक 01-10-2016 को आरक्षित किया था   शिकायतकर्ता ने दिनांक 01-10-2016 को प्रारम्भ की गयी भुगतान प्रक्रिया के अंतर्गत कुल रु० 6903120.00 प्रतिपक्षी को अदा कर दिए हैं
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Documentary Proofs for Various Date By Allotee

Sno	Document Name	Document Type	Date
1	Agreement for sale	Date of Completion as per Agreement For Sale	01-03-2016
2	Application/Booking Form	Date of Application/Booking of Unit	01-10-2016
3	Allotment Letter	Date of Allotment	18-10-2016

Details of the payment made to the promoter

Details of the payment made to the promoter: Yes

Payment Type : Individual Receipt

Sno	Receipt No	Amount	Date
1	5992	700000	10-10-2016
2	6057	5491432	17-11-2016

3	6085	871000	19-12-2016
---	------	--------	------------

Details of Payment Received from the Promoter
Details of Payment Received from the PromoterNo

Details of Re-imbursement by the Promoter of the EMI paid by the Allottee
Details of Re-imbursement by the Promoter of the EMI paid by the AllotteeNo

Details of Repayment of Loan
Details of Repayment of Loan :No

Details of Bank Loan
Details of Bank Loan:No

Grounds For Complaint
Relief Sought RequestTypeRegistration of Sale Deed
SnoGround NameRemark
1Where the promoter is raising unreasonable demandsDespite of paying stamp duty in August 2019, my flat registry is still pending.

Request For Interim Relief
Please resolve the complaint as early as possible.

Hearing Details
HearingDateProceedings
Hearing - 127-05-2021कोविड-19 को दृष्टिगत रखते हुए वीडियो कॉन्फ्रेंसिंग के माध्यम से सुनवाई की गई और शिकायतकर्ता का वाद प्रस्तुत किया गया। पुकार पर शिकायतकर्ता उपस्थित। विपक्षी अनुपस्थित। शिकायकर्ता का कहना है कि उन्हें विपक्षी द्वारा कब्जा दिया जा चुका है परन्तु सेल डीड निष्पादित नहीं करायी जा रही है। अतः सेल डीड निष्पादित कराये जाने हेतु अनुरोध किया गया है। शिकायतकर्ता के तर्कों को सुना गया। पत्रावली वास्ते आदेशार्थ सुरक्षित।
Hearing - 227-05-2021Next Date update.
Hearing - 319-07-2021कोविड-19 को दृष्टिगत रखते हुए वीडियो कॉन्फ्रेंसिंगके माध्यम से सुनवाई की गई और शिकायतकर्ता का वाद प्रस्तुत किया गया। पुकार पर शिकायतकर्ता उपस्थित। विपक्षी उपस्थित। शिकायतकर्ता द्वारा यूनिट की रजिस्ट्री कराये जाने का अनुरोध किया गया है। उभयपक्ष के तर्कों को सुना गया। पत्रावली आदेशार्थ सुरक्षित।
Hearing - 401-07-2021कोविड-19 को दृष्टिगत रखते हुए वीडियो कॉन्फ्रेंसिंग के माध्यम से सुनवाई की गई और शिकायतकर्ता का वाद प्रस्तुत किया गया। पुकार पर शिकायतकर्ता उपस्थित। विपक्षी उपस्थित। शिकायतकर्ता द्वारा यूनिट के रजिस्ट्री के निष्पादन हेतु अनुरोध किया गया है। जिसपर विपक्षी द्वारा सहमति प्रदान की गयी है। उभयपक्षों के तर्कों को सुना। पत्रावली आदेशार्थ सुरक्षित।

Request for Order Execution
Execution RequestReceived
Notice IssuedYes
SnoNotice Date
129-12-2021
RC IssuedNo

Complaint fee Details
Amount1000
Payment Date23-03-2021



The Real Estate (Regulation and Development) Act, 2016 is an Act of the Parliament of India which seeks to protect home-buyers as well as help boost investments in the real estate industry. The Act came into force from 1 May 2016.

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- > Agreement For Sale/Lease
- > Order For CA, Architect, Engineer Certificate
- > Order For Project Registration & Editing
- > SOP For Complaint Redressal
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- > Disclaimer And Policies
- > RTI
- > Terms And Conditions
- > Sitemap

**EXPRESS**  
**Zenith**

Sector-77, Noida  
2/63 Bedroom Luxury Apartments and Penthouses

Application for Allotment of Residential Apartment  
at Express Zenith, Sector-77,, Noida

✓  
**TRUE COPY**



Date 15.08.2020

To,  
M/s. EXPRESS BUILDERS & PROMOTERS (P) LTD.  
810, Surya Kiran Building,  
19, Kasturba Gandhi Marg,  
New Delhi - 110 001

122

Dear Sir/s,

I/We request that I/We may be provisionally allotted a Residential Apartment in the Project 'Express Zenith', Plot No. 2/A, Sector-77, Noida. under the Flexi payment plan ☐ Construction linked payment plan ☐ Down Payment Plan ☐ (tick one).

I/We hereby remit a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide Cheque/DD No(s) \_\_\_\_\_ dated \_\_\_\_\_ drawn on HDFC BANK LTD, New Delhi in favour of "Express Builders and Promoters Private Limited " as the booking amount/earnest money.

In the event of M/s EXPRESS BUILDERS & PROMOTERS (P) LTD (hereinafter called the Company) agreeing to provisionally allot an Apartment, I/we agree to pay further installment of sale price and all other dues as stipulated in this application and the Allotment Letter and the Payment Plan as explained to me/us by the Company and understood by me/us.

I/we have clearly understood that this application does not constitute an Agreement to Sell/Allotment and I/we do not become entitled to the provisional and/or final allotment of an Apartment notwithstanding the fact that the company may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/we sign and execute the Allotment Letter on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company.

I/we agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of money as laid down herein and the execution of the Allotment Letter

I/We agree that the allotment of Unit is at the sole discretion of the company and in case the Unit is not allotted to me/us for any reason whatsoever, I/we shall not raise any objection or claim damages or challenge the same in a court of law and the amount deposited herein shall be refundable to me/us without any interest within 30(thirty) days from the date of notice regarding rejection of this application.

I/We agree that the allotment shall become final and binding upon the company only after the acceptance of the signed Buyers' Agreement by the company. If I/We fail to execute the flat buyers' agreement and deliver to the company, then my/our application shall be treated as cancelled and all the sums / monies paid / deposited by me / us with the company shall stand forfeited without any notice/reminders.

I/We have gone through the above terms and conditions and have understood them and I/we hereby record my/our acceptance thereof.

x Vinod Kumar

Signature of Sole/First Applicant

✓

x Pallavi Swarup Senha

Signature of Second Applicant (if any)

TRUE COPY



# PERSONAL DETAILS FORM

123

Sole / First Applicant <b>VINEET SINHA</b>		Photograph	
Son of / Daughter of / Wife of <b>SH. R. P. SAXENA</b>			
Residential Mailing Address <b>306, C.K. DAPHTARY BLOCK, TILAK LANE, SUPREME COURT, NEW DELHI</b>	Office Address and Designation <b>306, C.K. DAPHTARY BLOCK, TILAK LANE, SUPREME COURT, NEW DELHI</b>		
Telephone	Mobile <b>9810989910</b>		
Email <b>vineetadvocate@gmail.com</b>	Date of Birth <b>22-02-1974</b>	Fax	
Residential Status :- Resident / NRI / PIO	I.T PAN No. <b>AOBPS0171D</b>		Profession <b>ADVOCATE, SUPREME COURT</b>
Nationality <b>INDIAN</b>			

Second Applicant <b>PALLAVI SWARUP SINHA</b>		Photograph	
Son of / Daughter of / Wife of <b>VINEET SINHA</b>			
Residential Mailing Address <b>306, C.K. DAPHTARY BLOCK, TILAK LANE, SUPREME COURT, NEW DELHI</b>	Office Address and Designation		
Telephone	Mobile <b>9810989910 / 9871100327</b>		
Email <b>vineetadvocate@gmail.com</b>	Date of Birth <b>03-02-1975</b>	Fax	
Residential Status :- Resident / NRI / PIO	I.T PAN No. <b>AWDPS</b>		Profession <b>INTERIOR DESIGNER</b>
Nationality <b>INDIAN</b>			

## DETAILS OF UNIT REQUIRED FOR PROVISIONAL REGISTRATION

Type(2BHK/3BHK) **3BHK** Tentative Unit No. **F-001** Floor **Ground**  
 Tower/Building No. **F** Super Area of Unit **1635** Square Feet  
 Parking Nos. **1** Parking Type **covered (Back to Back)**  
 Carpet Area as per the definition under RERA Act \_\_\_\_\_ Sqft (\_\_\_\_\_ Sqmt) Balcony Area \_\_\_\_\_ Sqft (\_\_\_\_\_ Sqmt)  
 Verandah Area \_\_\_\_\_ Sqft (\_\_\_\_\_ Sqmt)

## UNIT PRICE

- Basic Price @ Rs. **81,61,500/-** per Square Feet
- Preferential Location Charge (PLC) @ Rs. \_\_\_\_\_ per Square Feet
- 1** Nos. (Open / Covered) **Back to Back** Amount **150000/-**
- External Electrification Charges (ECC) @ Rs. **FOC** per Square Feet
- Fire Fighting Connectivity Charges (FCC) @ Rs. **FOC** per Square Feet
- Interest Free Maintenance Security (IFMS) @ Rs. **25** per Square Feet
- Club Membership (Lumpsum) Rs. **FOC**
- Lease Rent @ Rs. **FOC** per Square Feet
- Others, if any @ Rs. **2 KVA Backup free** per Square Feet

TRUE COPY

## PAYMENT PLAN OPTED : FLEXI PAYMENT/CONSTRUCTION LINKED/DOWN PAYMENT

### Note:

1. Payments are to be made by Demand Draft(s) / Pay Order(s) / Banker's Cheque(s) only drawn in favour of "EXPRESS BUILDERS & PROMOTERS (P) LTD." payable at New Delhi.
2. Allotment to Non-Resident and Nationals of Indian Origin shall be subject to laws of Republic of India.
3. For Non-Residents / Foreign Nationals of Indian Origin, all remittances, acquisition / transfer of the said unit and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be their own sole responsibility.
4. Down Payment / Flexi Payment is valid up to \_\_\_\_\_ (after this date the cost of the apartment/ shop will be as per construction linked Payment Plan) and the Basic Price shall be Rs. \_\_\_\_\_ per sq.ft. instead of Rs. \_\_\_\_\_ per sq.ft.

### DECLARATION

I/We, the Applicant(s), do hereby declare that my/our application for allotment of a Unit to the Seller is irrevocable and that the above particulars/information/details given by me/us are true and correct and nothing has been concealed therefrom. In case of any false or misleading information provided by the Applicant(s), the Seller shall be entitled to forfeit the amount deposited by the Applicant(s). I/We hereby further undertake to not request for the transfer of the unit till such time I/We have paid the complete booking amount as demanded by the company. It is also further cleared to me that this is not an application for allotment letter.

Yours faithfully,

Date

15/08/2020

Place

NORDA

Booking Amount - 1 LAKH

10% - UPON SATION BY BANK

90% WITHIN 45 DAYS

*[Signature]*

Signature of Sole/First Applicant

*[Signature]*

Signature of Second Applicant (if any)

### PAYMENT PLAN

#### PLAN 'A' (Flexi Payment Plan)

Stages	% of Payment
Upon Booking	10%
Within 30 days of booking	20%
Within 60 days of booking	10%
Upon Ground Floor Roof casting	10% + Parking (if any)
Upon Third Floor Roof casting	10% + PLC's
Upon Fifty Floor Roof casting	5%
Upon Seventh Floor Roof casting	5%
Upon Ninth Floor Roof casting	5%
Upon Eleventh Floor Roof casting	5%
Upon Thirteenth Floor Roof casting	5%
Upon Fourteenth Floor Roof casting	5%
Upon Last Floor Roof casting	5%
At the time of offer of Possession	5% + IFMS + Other Charges

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11. That the drawings displayed in the Site office / Registered office of M/s Express Builders and Promoters Private Limited showing the Building and the change can be made during the course of construction without any objection or claim from the Allottee(s).
12. That the intending Allottee(s) consents that the Builder can make any type of change in layout/elevation/design besides alteration in open spaces, green area or parking spaces etc as and when required or deemed fit by the Builder.
13. That any request for any change in construction of any type in the apartment from the intending Allottee(s) will not be entertained.
14. That the intending Allottee(s) will pay Interest Free Maintenance Security Deposit (IFMS) @ ₹ 25/- per sq. ft. to the Builder. Individual Electric Meter Connection Charges shall be extra.
15. That if for any reason, whether within or outside the control of the Builder, the whole or part of the Scheme is abandoned, no claim will be preferred, except that money received from the intending Allottee(s) will be refunded in full, without interest.
16. The other connected expenses i.e. cost of Stamp Duty for registration of the Sub lease deed/Registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges shall be borne and paid by the intending Allottee(s). The Intending Allottee(s) will be responsible and liable for paying under stamp duty, deficiency instamps and valuation of the Apartment for the stamp duty.
17. That the intending Allottee(s) shall abide by all laws, rules and regulations of the NOIDA/Local Bodies/State Govt. of U. P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Builder) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex. The Apartment shall be used for the purpose for which it is allotted.
18. Further, if there is any Service Tax, Trade Tax and any additional levies, Rates, Taxes, Charges, Compensation to the farmers, Cess and Fees etc. or any other levy as assessed and attributable to the Builder as a consequence of order from the Government/NOIDA/Statutory or other local authority(s), the intending Allottee(s) will be liable to pay his/her/their proportionate share.
19. That the intending Allottee(s) shall get his/her/their complete address registered with the Builder at the time of booking and it shall be his responsibility to inform the Builder by registered AD letter/courier about subsequent change, if any, in his/her/their address, failing which all demand letters/notices and letters posted at the first registered address will be deemed to have been received by him/her/their at the time when those should primarily reach and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
20. Transfer by the intending Allottee will need the prior approval of the Builder.
21. The Builder has not authorized any broker/property agent/sales agent/sales organizer to issue credit notes or any cash back schemes. The broker/property agent/sales organizer is not authorized to collect cash from the intending Allottee. If the intending Allottee accepts any credit notes or any cash back schemes from the broker/property agent/sales agent/sales organizer or gives cash to any broker/property agent/sales agent/sales organizer, the Builder is not liable for the same and the intending Allottee shall do so at his/her own risk and cost.

Date 15/08/2020

Place NOIDA

x [Signature]

Signature of Sole/First Applicant

[Signature]

Signature of Second Applicant (If Any)

#### FOR OFFICE USE ONLY

Application : Accepted / Rejected

Provisional Registration of Unit

Type \_\_\_\_\_ (Apartment/Penthouse)

Tentative Unit No. \_\_\_\_\_ Floor \_\_\_\_\_ Tower/Building No. \_\_\_\_\_

Super Area of Unit \_\_\_\_\_ Square Feet \_\_\_\_\_ Parking Space(s) Type Open \_\_\_\_\_ Covered \_\_\_\_\_

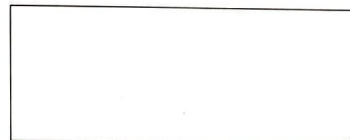
◆ Total Price payable Rs. \_\_\_\_\_

◆ Mode of Booking - Direct / Business Development Associate (BDA) - If BDA, details \_\_\_\_\_

◆ Special Instructions/Remarks \_\_\_\_\_

x \_\_\_\_\_  
Signature  
[Marketing Mgr/ Exec.]

Date \_\_\_\_\_



Business Development Associate's Seal

1. **Check List for Receiving Officer:**
  - (a) Booking Amount cheque /drafts
  - (b) Customer's signature on all pages of the application form at marked 'X'
  - (c) PAN No. & copy of PAN Card / Undertaking Form No.60
  - (d) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution
  - (e) For Foreign Nationals of Indian origin: Passport photo/copy/funds from NRE / FCNR A/c
  - (f) For NRI: Copy of Passport & Payment through NRE / NRO A/c

TRUE COPY

## PERSONAL DETAILS FORM

Sole/First Applicant		VINEET SINHA	Photograph
Son of		SH. R.P. SAXENA	
Residential Mailing Address 306, C.K. DAPHTARY BLOCK, TILAK LANE, SUPREME COURT, NEW DELHI	Office Address and Designation 306, C.K. DAPHTARY BLOCK, TILAK LANE, SUPREME COURT, NEW DELHI		
Telephone	Mobile 9810989910	Fax	
Email <a href="mailto:vineetadvocate@gmail.com">vineetadvocate@gmail.com</a>		Date of Birth 22-02-1974	
Residential Status:- Resident	I.T. PAN No. AOBPS0171D	Profession Advocate, Supreme Court	
Nationality INDIAN			

Second Applicant	PALLAVI SWARUP
------------------	----------------

SINHA		Photograph
Wife of VINEET SINHA		
Residential Mailing Address  306, C.K. DAPHTARY BLOCK, TILAK LANE, SUPREME COURT, NEW DELHI	Office Address and Designation	
Telephone	Mobile  9810989910 /  9871100327	Fax
Email <a href="mailto:vineetadvocate@gmail.com">vineetadvocate@gmail.com</a>		Date of Birth  03.02.1975
Residential Status:-  Resident	I.T. PAN No. AWDPS	Profession  INTERIOR DESIGNER
Nationality INDIAN		

DETAILS OF UNIT REQUIRED FOR PROVISIONAL  
REGISTRATION

√  
TRUE COPY

Type (2BHK/3BHK) 3BHK Tentative Unit No. F-001 Floor Ground  
 Tower/Building No. F Super Area of Unit 1635 Square Feet Parking  
 Nos. 1 Parking Type covered (Back to Back)

Carpet Area as per the definition under RERA Act .....  
 Sqft(.....Sqmt) Balcony Area ..... Sqft (..... Sqmt) Verandah Area  
 ..... Sqft (.....Sqmt)

#### UNIT PRICE

- Basic Price @ Rs. 81,61,500/- per Square Feet
- Preferential Location Charge (PLC) @ Rs. .... per Square feet
- 1 Nos (Covered) Back to Back Amount 150000/-
- External Electrification Charges(ECC) @ Rs. FoC per Square Feet
- Fire Fighting Connectivity Charges (FCC) @ Rs. 25 per Square Feet
- Interest Free Maintenance Security (IFMS) @ Rs. 25 per Square Feet
- Club Membership (Lumpsum) Rs. FoC
- Lease Rent @ Rs. FoC per Square Feet
- Others, if any @ Rs. 2 KVA BACKUP Free per Square Feet

### PAYMENT PLAN OPTED :

#### FLEXI PAYMENT/CONSTRUCTION LINKED/DOWN PAYMENT

#### Note :

1. Payments are to be made by Demand Draft(s)/ Pay Order(s) / Banker's Cheque(s) only drawn in favour of "EXPRESS BUILDERS & PROMOTERS (P) LTD." payable at New Delhi.
2. Allotment to Non-Resident and Nationals of Indian Origin shall be subject to laws of Republic of India.
3. For Non-Residents / Foreign Nationals of Indian Origin, all remittance, acquisition / transfer of the said unit and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be their own sole responsibility.
4. Down Payment / Flexi Payment is valid up to ..... (after this date the cost of the apartment/ shop will be as per construction linked Payment Plan) and the Basic Price shall be Rs. .... per sq.ft. instead of Rs. .... per sq.ft.

#### DECLARATION

I/We, the Applicant(s), do hereby declare that my/our application for allotment of a Unit to the Seller is irrevocable and that the above



particulars/information/details given by me/us are true and correct and nothing has been concealed therefrom. In case of any false or misleading information provided by the Applicant(s), the Seller shall be entitled to forfeit the amount deposited by the Applicant(s). I/We hereby further undertake to not request for the transfer of the unit till such time I/We have paid the complete booking amount as demanded by the company. It is also further cleared to me that this is not an application for allotment letter.

Yours faithfully, - Booking Amount – 1 LAKH

SD/-

Vineet Sinha

Signature of Sole/First Applicant

Date - 10% Upon SACTION By BANK

15/08/2010

Place - 90% WITHIN 45 DAYS x  
NOIDA

Pallavi Swarup Sinha

Signature of Second Applicant (if any)

## PAYMENT PLAN

### PLAN 'A' (Flexi Payment Plan)

Stages	% of Payment
Upon Booking	10%
Within 30 days of booking	20%
Within 60 days of booking	10%
Upon Ground Floor Roof casting	10% + Parking (if any)
Upon Third Floor Roof casting	10% + PLC's
Upon Fifty Floor Roof casting	5%
Upon Seventh Floor Roof casting	5%
Upon Ninth Floor Roof casting	5%
Upon Eleventh Floor Roof casting	5%
Upon Thirteenth Floor Roof casting	5%
Upon Fourteenth Floor Roof casting	5%
Upon Last Floor Roof casting	5%
At the time of offer of Possession	5% + IFMS + Other Charges

TRUE TYPED COPY

√  
TRUE COPY



vineet sinha &lt;vineetadvocate@gmail.com&gt;

---

**OA No. 245 of 2021\_Vineet Sinha Vs Union of India & Ors.\_pending in Hon'ble NGT**

1 message

---

**vineet sinha** <vineetadvocate@gmail.com>

Tue, Jun 28, 2022 at 8:34 PM

To: Office Vsalegal &lt;office@vsalegal.in&gt;

Cc: secy-moef@nic.in, deouplko@yahoo.com, ccb.cpcb@nic.in, chairman@uppcb.in, ceo@noidaauthorityonline.com, feedback@uppcb.in

Dear Sir,

I am the Applicant/ Petitioner in OA No. 245/2021 titled as "Vineet Sinha Vs Union of India & Ors." pending in Hon'ble National Green Tribunal. I am filing submissions to the Report filed by Joint Inspection Committee and NOIDA and rejoinder to the reply filed by Respondent No. 6.

You being the Respondents No. 1 to 5 and Counsel for Respondent No. 6, a scan copy of the said submissions and rejoinder to the reply of Respondent No. 6 is attached as and by way of service upon you.

--

Vineet Sinha  
Advocate  
Supreme Court & High Court

Contact no.:- 9810989910

**Rejoinder to reply of builder.pdf**

11625K