

FIRST APPEAL UNDER SECTION 19(1) OF THE RIGHT TO INFORMATION ACT, 2005.

To,
 प्रथम अपील अधिकारी (Commercial)
 Greater Noida Development Authority,
 Plot no. 01, Knowledge Park-04,
 Greater Noida, Gautam Budh Nagar,
 Uttar Pradesh-201308

18245
 14-3-22 Dated: 14.03.2022

1. Name of the Applicant : Shri Sunil Gupta
2. Address of the Applicant : CC2A-301, Crescent Court, Jaypee Greens, Greater Noida- 201308.
 Mobile: +91-9999673241,
 Email: sunil09054@gmail.com

RFP No 3467
 OSD-COMMERCIAL

3. Particulars of the Public Information Officer:

- (a) Name : Public Information Officer (Commercial)
- (b) Address: Greater Noida Industrial Authority,
 Plot No.1, Knowledge Park -04,
 Gautam Budh Nagar Greater Noida – 201308 (U.P.)

15/3/2022

RTI-20202
 COMMERCIAL

4. Date of submission of application for seeking information: 10.01.2022
5. Reasons for appeal: No response received till date
6. Particulars of Information requested

That the application under the RTI Act, 2005 was filed seeking following documents and information related to the project by the name of Vardhman Alpha Square, Plot No 03-A Sector Alpha 1 Greater Noida (U.P.), wherein the Applicant is an allottee / unit buyer.

A Copy of the RTI dated 10.01.2022 has been enclosed with the first appeal as Annexure- 1. A Copy of

AA. OSD Commercial

15/3/22



Reminder letter dated 25.01.2022 has been enclosed as **Annexure -2**.

In the above-mentioned RTI,

GNIDA launched a commercial plot scheme vide Brochure of the scheme-2010-11 (Commercial Builder Plot -1) open on 20.08.10.

On 22.09.10 vide Tender Form No.052 M/s Vardhman Estate and Developers Pvt Ltd applied for scheme - 2010-11, (Commercial Builder plot -1). A Copy of Tender Form No.052 is enclosed as **Annexure-1**.

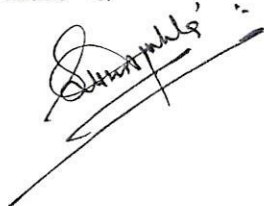
On 19.11.10 Allotment in favor of M/s Vardhman Estate and Developers Pvt Ltd for Plot No 03-A Sector Alpha 1 Greater Noida Area 11,600 sq mtr at rate of 23685 per sq mtr.

On 20.11.10 M/s Vardhman Estate and Developers Pvt Ltd deposited the balance amount against allotment money . A copy of the letter with challan is enclosed as **Annexure -2**.

After Depositing the required amount and forming SPC (special purpose company in the name of **M/s Vardhman infradevelopers pvt Ltd**) M/s Vardhman Estate and Developers pvt ltd request the GNIDA to execute the lease deed in letter dated 24.11.2010. A Copy of the letter dated 24.11.2010 is enclosed as **Annexure-3**.

GNIDA executed a lease deed in favor of M/s Vardhman Infradevelopers Pvt Ltd vide Lease Deed registered on 20/12/2010 in बही संख्या 1, जिल्द संख्या 7704, पृष्ठ संख्या 315 से 348 पर क्रमांक 24997. The project was registered under RERA Registration number **UPRERAPRJ13284**.

On 20.12.2010 the possession certificate was also issued in favor of M/s Vardhman infradevelopers Pvt ltd by the GNIDA. A copy of the Possession Certificate dated 20.12.10 is enclosed as **Annexure - 4**.



In the above mentioned Brochure of the scheme some of the important terms and condition ie Clause O, V are reproduced below for ready reference

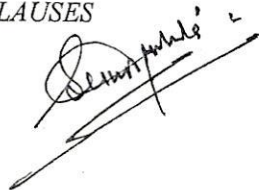
**O. IMPLEMENTATION AND COMPLETION OF THE PROJECT
IMPLEMENTATION**

The lessee shall be required to complete the construction on allotted plot as per approved layout and get occupancy certificate issued from GNIDA in maximum 5 phases within a period of 5 years from the date of execution of lease deed. The Lessee 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 completion certificate of the first phase accordingly issued from the building cell/ planning section of the GNIDA within a period of three years from the date of execution of lease deed.

V. CONSEQUENCES OF BREACH OF TERMS AND CONDITIONS

If the Lessee and / or sub-lessee (s) fail to deposit the due money within the given time or such extended period as it allowed by GNIDA or commit any breach of the terms and conditions as laid down in this brochure, allotment / lease shall be liable to cancel / determined and 30% of the total premium together with lease rent, interest extension charges or money deposited, whichever is less shall be forfeited in favor of GNIDA. Balance amount if any after forfeiting the amount as indicated above will be refunded without interest. Possession of the plot, along with structures, if any thereon, shall be resumed in favor of GNIDA and the lessee shall not be entitled to claim any compensation for the same.

Y. OTHER CLAUSES

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7. The GNIDA will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limit prescribed are advised not to avail the allotment.

On 26.05.2011 M/s Vardhman Infradevelopers pvt ltd submitted the drawings for approval to GM (Planning and Architecture) GNIDA. A copy of the letter dated 26.05.11 is enclosed as **Annexure-5**.

On 24.08.2011 GNIDA issued an objection letter to M/s Vardhman Infradevelopers pvt ltd against their letter dated 26.05.11 mentioning 14 objections/ information required. A copy of the Objection Letter dated 24.08.11 is enclosed as **Annexure-6**.

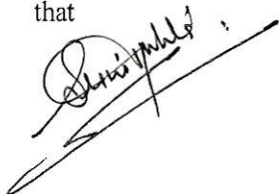
On 26.09.2016 M/s Vardhman Infradevelopers pvt ltd again submitted the drawings for approval to GM (Planning and Architecture) GNIDA. A copy of the letter dated 26.09.16 is enclosed as **Annexure-7**.

On 21.11.2016 GNIDA again issued an objection letter to M/s Vardhman Infradevelopers pvt ltd against their letter dated 26.09.16 mentioning 19 objections / information required. A copy of the Objection Letter dated 21.11.16 is enclosed as **Annexure-8**.

On 2.03.2017 M/s Vardhman Infradevelopers pvt ltd again submitted few additional drawings for approval to GM (Planning and Architecture) GNIDA. A copy of the letter dated 2.03.17 is enclosed as **Annexure-9**.

On 24.03.2017 GNIDA again issued an objection letter to M/s Vardhman Infradevelopers pvt ltd against their letter dated 2.03.17 mentioning 18 objections / information required. A copy of the Objection Letter dated 24.03.17 is enclosed as **Annexure-10**.

On 20.02.2018 GNIDA issued a letter to M/s Vardhman Infradevelopers pvt ltd informing that

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कृपया अपने आवेदन पत्र दिनांक 26/9/16 का सन्दर्भ ग्रहण करे, जिसके माध्यम से आपके द्वारा आवंटित भूखण्ड संख्या 03A सेक्टर Alpha- 01 पर मानचित्र स्वीकृति किये जाने हेतु अनुरोध किया गया हैं।

उपरोक्त के क्रम में अवगत कराना है कि आपके द्वारा जमा कराये गए दस्तावेजों एवं मानचित्र की जॉच ग्रेटर नौएडा भवन विनियमावली 2010 (यथा संशोधित) के अनुसार करने पर दिनांक 21. 11 . 2016 के माध्यम से आपत्ति पत्र प्रेषित करते हुए पत्र में इंगित आपत्तियों का निराकरण पत्र जारी होने के दिनांक से 30 दिन के अंदर निस्तारित किये जाने हेतु निर्देशित किया गया था। तत्कम में आपको सूचित किया जाता हैं। कि आपके द्वारा उक्त पत्र के सम्बन्ध में कोई कार्यवाही नहीं की गयी है। अतः ग्रेटर नौएडा भवन विनियमावली के क्लाथ संख्या 13 (4) के अनुसार लगाई गयी आपत्तियों का निराकरण 60 दिनों उपरांत भी ना किये जाने पर जमा की गयी समस्त शुल्क को जब्त करते हुए मानचित्र स्वीकृति हेतु किये गए आवेदन को निरस्त किया जाता है।

A copy of the Letter dated 20.02.18 is enclosed as **Annexure-11**.

The above mentioned letter 20.02.18 clearly indicates that M/s Vardhman Infradevelopers Pvt Ltd have not received any Approval for sanction plans for Plot No. 03-A, Sector Alpha-I, Greater Noida (U.P.) till date. On the other hand M/s Vardhman Infradevelopers Pvt Ltd is not only doing the construction without sanction plans and has proceeded to even create 3rd party rights to hundreds of innocent buyers by selling the project and collecting huge amounts of illegal sums of money. It also pertaining to note that M/s Vardhman Infradevelopers Pvt Ltd is defaulting on their land premium and lease rent, till date only Rs 2.5 crores have been deposited after execution of lease deed which the GNIDA is expressly aware of.

On 13.10.2020 GNIDA replied to Assistant Secretary about the information in which they clearly mentioned that M/s Vardhman Infradevelopers pvt ltd has taken the possession on 20.09.2010 and they have applied for sanction of plan to start the development work on 26.05.2011 and also mentioned that due to the objection of the planning department the application stands pending and no sanction plans have been approved. The khasra no 37 area 1-13-0 village haldona land was not included in the allotment. Authority also mentioned that

M/s Vardhman Infradevelopers pvt ltd have not paid the installments in spite of repeated notices from GNIDA. To avoid the cancellation of the plot M/s Vardhman Infradevelopers Pvt ltd are taking these baseless arguments. **They also enclosed the photographs of the development / construction done by M/s Vardhman Infradevelopers Pvt ltd.** They also enclosed the copy of the application for the submission of drawings and also the objection letter of the planning and architect department. A copy of the letter dated 13.10.20 is hereby enclosed as **Annexure-12.**

On 27.03.2018 M/s Vardhman Infradevelopers pvt ltd wrote a letter to CEO GNIDA requesting zero period and reschedule for payment of premium of said plot. In this letter M/s Vardhman Infradevelopers pvt ltd also mentioned about the writ 20691 of 2012 (Shabbir Ali and Others vs State of UP and Others) and Civil Misc. writ petition 27377 of 2012 (Smt Meena vs State of UP and Others) filed before honorable Allahabad High Court and a suit being suit No. 15 of 2012 (Babu Khan and others vs Vardhman Hotels and others) was filled before civil Judge Gautam budh Nagar. In this letter M/s Vardhman Infradevelopers pvt ltd also mentioned that "We were also Advised by our Legal Team not to further sub allot the plots since we could be subjected to the provision of section 52 of the transfer of property act 1882, which could further lead to legal complexities". A copy of the letter dated 27.03.18 is enclosed as **Annexure-13.**

It is important to note that M/s Vardhman Infra Developers Pvt Ltd misrepresented the fact with malafide intentions that because of the above mentioned cases M/s Vardhman Infradevelopers Pvt Ltd were unable to proceed with any development activity on the plot due to pending litigations. On the other hand in Suit No. 15 of 2012 (Babu Khan and others vs Vardhman Hotels and others) which was filled before civil Judge Gautam budh Nagar, in their written statement dated 28.04.12 in para 20 and 21 they have clearly stated as follows

20 यह कि उक्त आवंटन के बाद उक्त प्लॉट नं. 03ए, सेक्टर एल्फा 1 ग्रेटर नौएडा का पट्टा प्रलेख वर्द्धमान एस्टेट डवलपर्स प्रा. लिं., मैसर्स एसोटेक प्रा. लिं., व मैसर्स आरटेक इंफ्रास्ट्रक्चर प्रा. लिं. के नाम दिनांकित 20.11.2010 को करके उसका पंजीकरण सब

रजिस्ट्रार कार्यालय सदर ग्रेटर नोएडा जिला गौतम बुद्ध नगर के यहां हुआ, तभी से उक्त फर्म में उक्त प्लॉट का किश्तों का भुगतान ग्रेटर नोएडा विकास प्राधिकरण के दिये गए भुगतान के कार्यक्रम के अनुसार करते चले आ रहे हैं।

21 यह कि वादी का उक्त भूमि से किसी प्रकार का कोई वास्ता या ताल्लुक नहीं है और उक्त प्लॉट पर उक्त आवंटी अपने भवन प्रशासनिक कार्यालय, वाणिज्य कार्यालय, बहुमंजिलिय इमारत का निर्माण कार्य सुचारु रूप से कर रहे हैं, जो लगभग 50 प्रतिशत पूर्ण हो चुका है तथा आवंटन के पास बदस्तूर मालिक व काबिज चले आते हैं।

And in Civil Misc. writ petition 27377 of 2012 (Smt Meena vs State of UP and Others) filed before honorable Allahabad High Court M/s Vardhman Infradevelopers Pvt Ltd in their counter affidavit in paragraphs 9, 11 and 14 stated as follows

9. That the contents of paragraphs no. 9 and 10 of the writ petition are not admitted and denied. it is further submitted that the allotment of the land in question was made in the year 2010 to the respondent no. 4 and the lees deed was executed or on 20.12.2010 and during this period of 2 years, the Respondent No. 4 invested a huge amount over the development land in question and also regularly paying to the Greater Noida Authority which come in crores of Rs. and the petitioner their being any right in the property interfering in the possession of Respondent No.4 without any authority of law.

11. That the contents of paragraph no. 12 of the writ petition are not admitted thus denied. It is further submitted that the respondent No. 4 got the possession of the land in question in the year 2010, immediately after allotment letter and started construction and spent crores of Rs. therefore, petitioner's letters that she is in possession of the land is wholly misconceived and incorrect.

Sampal's

14. That the content of paragraph no. 16, 17 of the writ petition are not admitted thus denied. It is further submitted that after the allotment order, the les deed was executed by Greater Noida Authority in favor of respondent No. 4 and during this period of 2 year , the respondent have developed the land by investing crores of money and les deed and allotment executed by Greater Noida Authority was legal, because the Greater Noida Authority is owner of the land in question and possession, which is evident from the document annexed with the affidavit therefore the les deed is rightly executed in favor of Respondent No. 4.

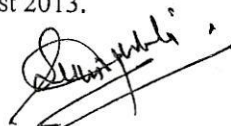
It shows that M/s Vardhman Infradevelopers Pvt Ltd was in possession and had completed the construction by 50% according to their written statement in court. They also mention that they are regularly paying GNIDA their installments.

In the above mentioned letter to CEO dated 27.03.18 M/s Vardhman Infradevelopers Pvt Ltd mention that

We were also advised by our legal team not to further sub-allot the plot since we could be subjected to the provisions of section -52 of the transfer of Property Act 1882, which could further lead to legal complexities.

This is also **Misleading** statement given by M/s Vardhman Infradevelopers pvt ltd. as per

- 1) On Letter dated 22.06.17 of Reshma Siddiqui to The office of Honorable Minister for Infrastructure and Industrial Development, UP, Which was CC to Chairman GNIDA authority she attached a copy of Agreement which was executed by M/s Vardhman Infradevelopers Pvt Ltd by their Director Mr. Raju Verma on **29.08.2013** where all the payments were received in the month of August 2013.



- 2) On Letter dated 22.06.17 of Farhana Siddiqui to The office of Honorable Minister for Infrastructure and Industrial Development, UP, Which was CC to Chairman GNIDA authority she attached a copy of Agreement which was executed by M/s Vardhman Infradevelopers Pvt Ltd by their Director Mr. Raju Verma on **3.09.2013** where all the payments were received in the month of July 2013.
- 3) On Letter dated 27.05.16 of Afaq Ahmed to The District Magistrate Gautam Budh Nagar, which was CC to Chairman GNIDA authority he attached a copy of Agreement which was executed by M/s Vardhman Infradevelopers Pvt Ltd by their Director Mr. Raju Verma on **24.02.2015** where all the payments were received in the months of January and February 2015.

It clearly proves that the statements of M/s Vardhman Infradevelopers Pvt Ltd were malafide, Misleading and untrue. They were selling the project without the fear of Law, GNIDA in spite of the advisory of their Legal Team and they were not paying their land premiums and lease rent installments to GNIDA.

It is imperative to note that even without sanction plans from the GNIDA, somehow M/s Vardhman Infradevelopers Pvt Ltd was able to register this project under RERA Registration number **UPRERAPRJ13284**. In their technical report with photographs dated 2.07.2021 these are the following important observations of RERA. A copy of the report with photographs dated 2.07.2021 is enclosed as **Annexure- 14**.

Site inspection report

In compliance of the verbal order of PMC on 1/7/2020 a spot site inspection was carried on 2/7/2020 which focuses on status of the project in reference to the complaint. The intent of the site inspection to benchmark the status of

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possession as observed on site inspection against the criteria contained in the checklist.

Review of details given in the portal

As per the given data on the portal, we found that bank details were provided. Additionally, there were QPR not created, project cost has been provided and booking details for the project were not uploaded/ given by the promoters.

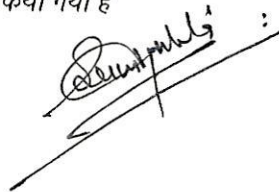
- a) परियोजना का मानचित्र उ. प्र. रेरा की वेबसाइट पर अपलोड नहीं किया गया है
- b) पंजीयन के अनुसार प्रोजेक्ट का प्रारम्भ करने की तिथि 01. 01 . 2013 संशोधित दिनांक 01 . 05 . 2016 तथा पूर्णता तिथि 31 . 12. 2018 हैं

स्थल की भौतिक स्थिति

- 3) उ. प्र. रेरा के पोर्टल पर देखा गया है कि इस परियोजना से सम्बंधित कोई भी जानकारी नहीं दी गई है एवं इस परियोजना में कुल कितने यूनिट्स का निर्माण कार्य किया जाना प्रस्तावित है
- 5) स्थानीय निरीक्षण के दौरान देखा गया कि इस टावर में स्ट्रक्चर वर्क (कॉलम, बीम, स्लैब) का निर्माण कार्य (GF + 13) किया गया है एवं ब्रिक वर्क 0%, प्लास्टर वर्क 0%, प्लंबिंग वर्क 0%, फ्लोरिंग वर्क 0%, फायर फाइटिंग 0%, इलेक्ट्रिक वर्क 0%, लिफ्ट वर्क 0% एवं फिनिशिंग वर्क 0% तक किया गया है
- 6) स्थलीय निरीक्षण के दौरान परियोजना स्थल पर देखा गया कि इस परियोजना में बाउंड्री वाल, स्ट्रीट लाइट, पार्क, फायर हाईड्रेंट, सीवर लाइन, रोड वर्क, फुटपाथ, इलेक्ट्रिसिटी वर्क, रेन वाटर हार्वेस्टिंग, वाटर सप्लाई, ड्रेनेज वर्क एवं सीवर लाइन का कार्य प्रारम्भ नहीं किया गया है.
- 7) वर्तमान समय में परियोजना स्थल पर ताला लगा हुआ है एवं कोई भी निर्माण कार्य नहीं किया जा रहा है और परियोजना स्थल पर कंस्ट्रक्शन मटेरियल भी उपलब्ध नहीं है

रेरा के जांच दल अनुसार सुसंगत सूचना

- 1) परियोजना स्थल पर देखने पर यह प्रतीत होता है कि इस परियोजना पर निर्माण कार्य लगभग 1- 1.5 वर्ष से बंद है
- 3) जांच टीम द्वारा उ. प्र. रेरा के वेबपोर्टल पर देखा गया की प्रोमोटर द्वारा CA CERTIFICATE एवं ARCHITECT CERTIFICATE की कॉपी उ. प्र. रेरा पोर्टल पर अपलोड नहीं किया गया है
- 4) जांच टीम द्वारा उ. प्र. रेरा के वेबसाइट पर देखा गया की इस परियोजना के सम्बन्ध में QPR TARGET CREATE नहीं किया गया है



It also proves that M/s Vardhman Infradevelopers Pvt Ltd have done the construction on above mentioned Plot without sanction plans from the GNIDA. Though as per the terms and condition of the Brochure the GNIDA has to monitor the implementation of the project and till today not taken any concrete action on this illegal construction done by the allottee.

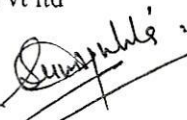
It is also to be noted that the allottee is required to complete the construction of minimum 15% of the total F. A. R. of the allotted plot as per approved layout plan and get completion certificate of the first phase accordingly issued from the building cell/ planning section of the GNIDA within a period of 3 years from the date of execution of lease deed which was registered on 20/12/2010. This invariably is a complete breach of the terms and conditions laid down in the brochure. This as per the conditions mentioned above lead to the allotment/ Lease being cancelled / determined.

I inferred that the Officials of GNIDA have known since 2011-12 that the allottee is doing the construction on the above mentioned plot. No action was taken by the authorities to prevent this. This inaction of GNIDA has resulted in defrauding about 1000 innocent buyers who have been conned by M/s Vardhman Infradevelopers Pvt Ltd. **It also shows connivance of Officers of GNIDA with M/s Vardhman Infradevelopers Pvt Ltd.**

Even this inaction and negligence of GNIDA resulted further in incriminating the UPRERA (Uttar Pradesh Real Estate Regulatory Authority) reasons known to them have registered the following Project Plot No. 03-A, Sector Alpha-I, Greater Noida (U.P.) under RERA Registration number UPRERAPRJ13284

You are requested to provide the information/ copy of the above points to the applicant.

- A) A Copy of the actions taken by GNIDA in accordance with the terms and conditions of the brochure.
- B) A copy of the Action taken by GNIDA against the non sanctioned construction done by M/s Vardhman Infradevelopers Pvt Ltd



- C) A copy of information sent to UPRERA authority informing them of the above mentioned illegalities done by M/s Vardhman Infradevelopers Pvt Ltd empowering them to take appropriate action.

It is to be noted that no reply has been sent to us from the Public Information Officer for the above mentioned RTI till today you are requested to take immediate action and provide me the following information.

- A) A Copy of the actions taken by GNIDA in accordance with the terms and conditions of the brochure.
- B) A copy of the Action taken by GNIDA against the construction without sanction plans done by M/s Vardhman Infradevelopers Pvt Ltd
- C) A copy of information sent to UPRERA authority informing them of the above mentioned illegalities done by M/s Vardhman Infradevelopers Pvt Ltd empowering them to take appropriate action.

In the RTI letter dated 10.01.2022 and its attached annexures, it is well established and highlighted that there were numerous irregularities done by the builder and there were various correspondence attached. After taking cognizance of the irregularities, the authorities must have taken a note of the same and would have given direction to some officers and would have done communications to other departments, as the case may be. All such actions and directions must have been documented and noted either through letters, minutes of meeting, office agenda etc. The same information has been sought through the RTI dated 10.01.2022 and this First Appeal **Therefore, the undersigned may kindly be provided with all the certified copies of the information sought.**

I hereby declare and confirm that I am an Indian citizen and as such I am entitled to seek information under RTI Act, 2005. The contents of the accompanying appeal are true and correct to the best of my knowledge and belief. No part thereof is false and nothing material has been concealed therefrom.


(Sunil Gupta)

Place: Greater Noida

Enclosed:

- A Copy of the RTI dated 10.01.2022 Annexure- 1.
A Copy of the reminder letter dated 25.01.2022 Annexure -2.

**APPLICATION FORM SEEKING INFORMATION UNDER THE RIGHT TO
INFORMATION ACT, 2005.**

To,
The Public Information Officer (Commercial),
Greater Noida Industrial Development Authority,
Plot No. 01,
Knowledge Park-04,
Greater Noida,
Gautam Budh Nagar,
Uttar Pradesh 201308

Dated:10/1/2022

ANNEXURE - 1

SELF ATTESTED

Sunil Gupta

CONTACT DETAILS

- | | | | |
|----|-------------------|---|---|
| 1. | Name of Applicant | : | Shri Sunil Gupta |
| 2. | Phone Number | : | +91-9999673241 |
| 3. | E - Mail | : | sunil09054@gmail.com |
| 4. | Address | : | CC2A-301, Crescent Court,
Jaypee Greens, Greater Noida-
201308. |

Sub: I hereby requested to provide the following information under provision of the Right to Information Act of 2005

Sir,

PARTICULARS OF INFORMATION REQUIRED:

That you are the Public Information Officer under the RTI Act, 2005.

That the present application has been made under the Right to Information Act, 2005 seeking the following documents and information.

Greater Noida Industrial Development Authority has allotted the above-mentioned Plot No. 03-A, Sector Alpha-I, Greater Noida (U.P.) wherein the Applicant is a unit buyer.

Sunil Gupta

GNIDA launched a commercial plot scheme vide Brochure of the scheme-2010-11 (Commercial Builder Plot -1) open on 20.08.10.

On 22.09.10 vide Tender Form No.052 M/s Vardhman Estate and Developers Pvt Ltd applied for scheme - 2010-11, (Commercial Builder plot -1). A Copy of Tender Form No.052 is enclosed as **Annexure-1**.

On 19.11.10 Allotment in favor of M/s Vardhman Infradevelopers Pvt Ltd for Plot No 03-A Sector Alpha 1 Greater Noida Area 11,600 sq mtr at rate of 23685 per sq mtr.

On 20.11.10 M/s Vardhman Estate and Developers Pvt Ltd deposited the balance amount against allotment money . A copy of the letter with challan is enclosed as **Annexure -2**.

After Depositing the required amount and forming SPC (special purpose company in the name of **M/s Vardhman infradevelopers pvt Ltd**) M/s Vardhman Estate and Developers pvt Ltd request the GNIDA to execute the lease deed in letter dated 24.11.2010. A Copy of the letter dated 24.11.2010 is enclosed as **Annexure-3**.

GNIDA executed a lease deed in favor of M/s Vardhman Infradevelopers Pvt Ltd vide Lease Deed registered on 20/12/2010 in बही संख्या 1, जिल्द संख्या 7704, पृष्ठ संख्या 315 से 348 पर क्रमांक 24997. The project was registered under RERA Registration number **UPRERAPRJ13284**.

On 20.12.2010 the possession certificate was also issued in favor of M/s Vardhman infradevelopers Pvt Ltd by the GNIDA. A copy of the Possession Certificate dated 20.12.10 is enclosed as **Annexure - 4**.

In the above mentioned Brochure of the scheme some of the important terms and condition ie Clause O, V are reproduced below for ready reference

O. IMPLEMENTATION AND COMPLETION OF THE PROJECT
IMPLEMENTATION

The lessee shall be required to complete the construction on allotted plot as per approved layout and get occupancy certificate issued from GNIDA in maximum 5 phases within a period of 5 years from the date of execution of lease deed. The Lessee shall

[Handwritten signature]

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 completion certificate of the first phase accordingly issued from the building cell/ planning section of the GNIDA within a period of three years from the date of execution of lease deed.

V. CONSEQUENCES OF BREACH OF TERMS AND CONDITIONS

If the Lessee and / or sub-lessee (s) fail to deposit the due money within the given time or such extended period as it allowed by GNIDA or commit any breach of the terms and conditions as laid down in this brochure, allotment / lease shall be liable to cancel / determined and 30% of the total premium together with lease rent, interest extension charges or money deposited, whichever is less shall be forfeited in favor of GNIDA. Balance amount if any after forfeiting the amount as indicated above will be refunded without interest. Possession of the plot, along with structures, if any thereon, shall be resumed in favor of GNIDA and the lessee shall not be entitled to claim any compensation for the same.

Y. OTHER CLAUSES

7. The GNIDA will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limit prescribed are advised not to avail the allotment.

On 26.05.2011 M/s Vardhman Infradevelopers pvt ltd submitted the drawings for approval to GM (Planning and Architecture) GNIDA. A copy of the letter dated 26.05.11 is enclosed as **Annexure-5**.

On 24.08.2011 GNIDA issued an objection letter to M/s Vardhman Infradevelopers pvt ltd against their letter dated 26.05.11 mentioning 14 objections/ information required. A copy of the Objection Letter dated 24.08.11 is enclosed as **Annexure-6**.

On 26.09.2016 M/s Vardhman Infradevelopers pvt ltd again submitted the drawings for approval to GM (Planning and Architecture) GNIDA. A copy of the letter dated 26.09.16 is enclosed as **Annexure-7**.

[Handwritten signature]

On 21.11.2016 GNIDA again issued an objection letter to M/s Vardhman Infradevelopers pvt ltd against their letter dated 26.09.16 mentioning 19 objections / information required. A copy of the Objection Letter dated 21.11.16 is enclosed as **Annexure-8**.

On 2.03.2017 M/s Vardhman Infradevelopers pvt ltd again submitted few additional drawings for approval to GM (Planning and Architecture) GNIDA. A copy of the letter dated 2.03.17 is enclosed as **Annexure-9**.

On 24.03.2017 GNIDA again issued an objection letter to M/s Vardhman Infradevelopers pvt ltd against their letter dated 2.03.17 mentioning 18 objections / information required. A copy of the Objection Letter dated 24.03.17 is enclosed as **Annexure-10**.

On 20.02.2018 GNIDA issued a letter to M/s Vardhman Infradevelopers pvt ltd informing that

कृपया अपने आवेदन पत्र दिनांक 26/9/16 का सन्दर्भ ग्रहण करे, जिसके माध्यम से आपके द्वारा आवंटित भूखण्ड संख्या 03A सेक्टर Alpha- 01 पर मानचित्र स्वीकृति किये जाने हेतु अनुरोध किया गया है।

उपरोक्त के क्रम में अवगत कराना है कि आपके द्वारा जमा कराये गए दस्तावेजों एवं मानचित्र की जाँच ग्रेटर नौएडा भवन विनियमावली 2010 (यथा संशोधित) के अनुसार करने पर दिनांक 21. 11 . 2016 के माध्यम से आपत्ति पत्र प्रेषित करते हुए पत्र में इंगित आपत्तियों का निराकरण पत्र जारी होने के दिनांक से 30 दिन के अंदर निस्तारित किये जाने हेतु निर्देशित किया गया था।

तत्कम में आपको सूचित किया जाता है। कि आपके द्वारा उक्त पत्र के सम्बन्ध में कोई कार्यवाही नहीं की गयी है। अतः ग्रेटर नौएडा भवन विनियमावली के क्लॉथ संख्या 13 (4) के अनुसार लगाई गयी आपत्तियों का निराकरण 60 दिनों उपरांत भी ना किये जाने पर जमा की गयी समस्त शुल्क को जब्त करते हुए मानचित्र स्वीकृति हेतु किये गए आवेदन को निरस्त किया जाता है।

A copy of the Letter dated 20.02.18 is enclosed as **Annexure-11**.

The above mentioned letter 20.02.18 clearly indicates that M/s Vardhman Infradevelopers Pvt Ltd have not received any Approval for sanction plans for Plot No. 03-A Sector

Alpha-I, Greater Noida (U.P.) till date. On the other hand M/s Vardhman Infradevelopers Pvt Ltd is not only doing the construction without sanction plans and has proceeded to even create 3rd party rights to hundreds of innocent buyers by selling the project and collecting huge amounts of illegal sums of money. It also pertaining to note that M/s Vardhman Infradevelopers Pvt Ltd is defaulting on their land premium and lease rent, till date only Rs 2.5 crores have been deposited after execution of lease deed which the GNIDA is expressly aware of.

On 13.10.2020 GNIDA replied to Assistant Secretary about the information in which they clearly mentioned that M/s Vardhman Infradevelopers pvt ltd has taken the possession on 20.09.2010 and they have applied for sanction of plan to start the development work on 26.05.2011 and also mentioned that due to the objection of the planning department the application stands pending and no sanction plans have been approved. The khasra no 37 area 1-13-0 village haldona land was not included in the allotment. Authority also mentioned that M/s Vardhman Infradevelopers pvt ltd have not paid the installments in spite of repeated notices from GNIDA. To avoid the cancellation of the plot M/s Vardhman Infradevelopers Pvt Ltd are taking these baseless arguments. **They also enclosed the photographs of the development / construction done by M/s Vardhman Infradevelopers Pvt ltd.** They also enclosed the copy of the application for the submission of drawings and also the objection letter of the planning and architect department. A copy of the letter dated 13.10.20 is hereby enclosed as **Annexure-12**.

On 27.03.2018 M/s Vardhman Infradevelopers pvt ltd wrote a letter to CEO GNIDA requesting zero period and reschedule for payment of premium of said plot. In this letter M/s Vardhman Infradevelopers pvt ltd also mentioned about the writ 20691 of 2012 (Shabbir Ali and Others vs State of UP and Others) and Civil Misc. writ petition 27377 of 2012 (Smt Meena vs State of UP and Others) filed before honorable Allahabad High Court and a suit being suit No. 15 of 2012 (Babu Khan and others vs Vardhman Hotels and others) was filled before civil Judge Gautam budh Nagar. In this letter M/s Vardhman Infradevelopers pvt ltd also mentioned that "We were also Advised by our Legal Team not to further sub allot the plots since we could be subjected to the provision of section 52 of the transfer of property act 1882, which could further lead to legal complexities". A copy of the letter dated 27.03.18 is enclosed as **Annexure-13**.

It is important to note that M/s Vardhman Infra Developers Pvt Ltd misrepresented the fact with malafide intentions that because of the above mentioned cases M/s Vardhman

Infradevelopers Pvt Ltd were unable to proceed with any development activity on the plot due to pending litigations. On the other hand in Suit No. 15 of 2012 (Babu Khan and others vs Vardhman Hotels and others) which was filled before civil Judge Gautam budh Nagar, in their written statement dated 28.04.12 in para 20 and 21 they have clearly stated as follows

20 यह कि उक्त आवंटन के बाद उक्त प्लॉट नं. 03 ए, सेक्टर एल्फा 1 ग्रेटर नौएडा का पट्टा प्रलेख वर्द्धमान एस्टेट डवलपर्स प्रा. लि., मैसर्स एसोटेक प्रा. लि., व मैसर्स आरटेक इंफ्रास्ट्रक्चर प्रा. लि. के नाम दिनांकित 20.11.2010 को करके उसका पंजीकरण सब रजिस्ट्रार कार्यालय सदर ग्रेटर नौएडा जिला गौतम बुद्ध नगर के यहां हुआ, तभी से उक्त फर्म में उक्त प्लॉट का कित्तों का भुगतान ग्रेटर नौएडा विकास प्राधिकरण के दिये गए भुगतान के कार्यक्रम के अनुसार करते चले आ रहे हैं।

21 यह कि वादी का उक्त भूमि से किसी प्रकार का कोई वास्ता या ताल्लुक नहीं है और उक्त प्लॉट पर उक्त आवंटनी अपने भवन प्रशासनिक कार्यालय, वाणिज्य कार्यालय, बहुमंजिलिय इमारत का निर्माण कार्य सुचारु रूप से कर रहे हैं, जो लगभग 50 प्रतिशत पूर्ण हो चुका है तथा आवंटन के पास बदस्तूर मालिक व काबिज चले आते हैं।

And in Civil Misc. writ petition 27377 of 2012 (Smt Meena vs State of UP and Others) filed before honorable Allahabad High Court M/s Vardhman Infradevelopers Pvt Ltd in their counter affidavit in paragraphs 9, 11 and 14 stated as follows

9. That the contents of paragraphs no. 9 and 10 of the writ petition are not admitted and denied. it is further submitted that the allotment of the land in question was made in the year 2010 to the respondent no. 4 and the lease deed was executed on 20.12.2010 and during this period of 2 years, the Respondent No. 4 invested a huge amount over the development land in question and also regularly paying to the Greater Noida Authority which come in crores of Rs. and the petitioner their being any right in the property interfering in the possession of Respondent No.4 without any authority of law.

11. That the contents of paragraph no. 12 of the writ petition are not admitted thus denied. It is further submitted that the respondent No. 4 got the possession of the land in question in the year 2010, immediately after allotment letter and started construction and spent amount of Rs.

therefore, petitioner's letters that she is in possession of the land is wholly misconceived and incorrect.

14. That the content of paragraph no. 16, 17 of the writ petition are not admitted thus denied. It is further submitted that after the allotment order, the les deed was executed by Greater Noida Authority in favor of respondent No. 4 and during this period of 2 year, the respondent have developed the land by investing crores of money and les deed and allotment executed by Greater Noida Authority was legal, because the Greater Noida Authority is owner of the land in question and possession, which is evident from the document annexed with the affidavit therefore the les deed is rightly executed in favor of Respondent No. 4.

It shows that M/s Vardhman Infradevelopers Pvt Ltd was in possession and had completed the construction by 50% according to their written statement in court. They also mention that they are regularly paying GNIDA their installments.

In the above mentioned letter to CEO dated 27.03.08 M/s Vardhman Infradevelopers Pvt Ltd mention that

We were also advised by our legal team not to further sub-allot the plot since we could be subjected to the provisions of section -52 of the transfer of Property Act 1882, which could further lead to legal complexities.

This is also **Misleading** statement given by M/s Vardhman Infradevelopers pvt ltd. as per

- 1) On Letter dated 22.06.17 of Reshma Siddiqui to The office of Honorable Minister for Infrastructure and Industrial Development, UP, Which was CC to Chairman GNIDA authority she attached a copy of Agreement which was executed by M/s Vardhman Infradevelopers Pvt Ltd by their Director Mr. Raju Verma on 29.08.2013 where all the payments were received in the month of August 2013.
- 2) On Letter dated 22.06.17 of Farhana Siddiqui to The office of Honorable Minister for Infrastructure and Industrial Development, UP, Which was CC to Chairman GNIDA authority she attached a copy of Agreement which was executed by M/s

- 3) उ. प्र. रेरा के पोर्टल पर देखा गया है कि इस परियोजना से सम्बंधित कोई भी जानकारी नहीं दी गई है एवं इस परियोजना में कुल कितने यूनिट्स का निर्माण कार्य किया जाना प्रस्तावित है
- 5) स्थानीय निरीक्षण के दौरान देखा गया कि इस टावर में स्ट्रक्चर वर्क (कॉलम, बीम, स्लैब) का निर्माण कार्य (GF + 13) किया गया है एवं ब्रिक वर्क 0%, प्लास्टर वर्क 0%, प्लंबिंग वर्क 0%, फ्लोरिंग वर्क 0%, फायर फाइटिंग 0%, इलेक्ट्रिक वर्क 0%, लिफ्ट वर्क 0% एवं फिनिशिंग वर्क 0% तक किया गया है
- 6) स्थलीय निरीक्षण के दौरान परियोजना स्थल पर देखा गया कि इस परियोजना में बाउंड्री वाल, स्ट्रीट लाइट, पार्क, फायर हाइड्रैन्ट, सीवर लाइन, रोड वर्क, फुटपाथ, इलेक्ट्रिसिटी वर्क, रेन वाटर हार्वेस्टिंग, वाटर सप्लाई, ड्रेनेज वर्क एवं सीवर लाइन का कार्य प्रारम्भ नहीं किया गया है
- 7) वर्तमान समय में परियोजना स्थल पर ताला लगा हुआ है एवं कोई भी निर्माण कार्य नहीं किया जा रहा है और परियोजना स्थल पर कंस्ट्रक्शन मटेरियल भी उपलब्ध नहीं है
- रेरा के जांच दल अनुसार सुसंगत सूचना

- 1) परियोजना स्थल पर देखने पर यह प्रतीत होता है कि इस परियोजना पर निर्माण कार्य लगभग 1- 1.5 वर्ष से बंद है
- 3) जांच टीम द्वारा उ. प्र. रेरा के वेबपोर्टल पर देखा गया की प्रोमोटर द्वारा C.A CERTIFICATE एवं ARCHITECT CERTIFICATE की कॉपी उ. प्र. रेरा पोर्टल पर अपलोड नहीं किया गया है
- 4) जांच टीम द्वारा उ. प्र. रेरा के वेबसाइट पर देखा गया की इस परियोजना के सम्बन्ध में QPR TARGET CREATE नहीं किया गया है

It also proves that M/s Vardhman Infradevelopers Pvt Ltd have done the construction on above mentioned Plot without sanction plans from the GNIDA. Though as per the terms and condition of the Brochure the GNIDA has to monitor the implementation of the project and till today not taken any concrete action on this illegal construction done by the allottee.

It is also to be noted that the allottee is 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 completion certificate of the first phase accordingly issued from the building cell/ planning section of the GNIDA within a period of 3 years from the date of execution of lease deed which was registered on 20/12/2010. This invariably is a complete breach of the terms and conditions laid down in the brochure. This as per the conditions mentioned above lead to the allotment/ Lease being cancelled / date

I inferred that the Officials of GNIDA have known since 2011-12 that the allottee is doing the construction on the above mentioned plot. No action was taken by the authorities to prevent this. This inaction of GNIDA has resulted in defrauding about 1000 innocent buyers who have been conned by M/s Vardhman Infradevelopers Pvt Ltd. It also shows connivance of Officers of GNIDA with M/s Vardhman Infradevelopers Pvt Ltd.

Even this inaction and negligence of GNIDA resulted further in incriminating the UPRERA (Uttar Pradesh Real Estate Regulatory Authority) reasons known to them have registered the following Project Plot No. 03-A, Sector Alpha-I, Greater Noida (U.P.) under RERA Registration number UPRERAPRJ13284

You are requested to provide the information/ copy of the above points to the applicant.

- A) A Copy of the actions taken by GNIDA in accordance with the terms and conditions of the brochure.
- B) A copy of the Action taken by GNIDA against the non sanctioned construction done by M/s Vardhman Infradevelopers Pvt Ltd
- C) A copy of information sent to UPRERA authority informing them of the above mentioned illegalities done by M/s Vardhman Infradevelopers Pvt Ltd empowering them to take appropriate action.

INFORMATION IS REQUIRED BY: Speed Post


A fee of Rs 10/- is enclosed vide **Indian Postal Order Receipt No. 51F 945851.**

I hereby declare and confirm that I am an Indian citizen and as such I am entitled to seek information under RTI Act, 2005. I have attached a copy of my **AADHAR card** in support of my citizenship. I shall use this information for my personal purpose only. I assure and confirm that in any case or/and under any circumstances, I shall not (allow/cause) use/pass on/share/display/keep/circulate the information received, with any person or in any manner which would be detrimental to/against the interests of India. If

[Handwritten Signature]

any information/ declaration turns out to be incorrect or false, I shall be responsible and liable for consequences apart from losing the right to receive information.

Thanks and Regards


(Sunil Gupta)

Place: Greater Noida

Encl:

Indian Postal Order Receipt No. 51F 945851

AADHAR Card Copy self Attested

A Copy of Tender Form No.052 Annexure-1.

A copy of the letter with challan dated 20.11.10 Annexure -2.

A copy of the letter dated 24.11.2010 Annexure-3.

A copy of the Possession Certificate dated 20.12.10 Annexure - 4.

A copy of the letter dated 26.05.11 Annexure-5.

A copy of the Objection Letter dated 24.08.11 Annexure-6.

A copy of the letter dated 26.09.16 Annexure-7.

A copy of the Objection Letter dated 21.11.16 Annexure-8

A copy of the letter dated 2.03.17 Annexure-9.

A copy of the Objection Letter dated 24.03.17 Annexure-10.

A copy of the Letter dated 20.02.18 Annexure-11.

A copy of the letter dated 13.10.20 Annexure-12.

A copy of the letter dated 27.03.18 Annexure-13

A copy of the report dated 2.07.2021 Annexure- 14.



10-1-22
शेखर सिंह
कानून की सेवा
शेखर सिंह 201310
पता: गौरीगढ़, गढ़ा (उत्तर प्रदेश)

7,
REMINDER LETTER AGAINST - APPLICATION FORM SEEKING
INFORMATION UNDER THE RIGHT TO INFORMATION ACT, 2005.

To,
The Public Information Officer (Commercial),
Greater Noida Industrial Development Authority,
Plot No. 01,
Knowledge Park-04,
Greater Noida,
Gautam Budh Nagar,
Uttar Pradesh 201308

Dated: 25/1/2022

ANNEXURE - 2

From,
Sunil Gupta
R/o CC 2A, 301, Crescent Court
Jaypee Greens, Greater Noida,
Gautam Budh Nagar- 201308
sunil09054@gmail.com
9999673241

SELF ATTESTED



Subject: Reminder Letter against RTI Letter Dated 10/1/2022 which was seeking information under RTI Act, 2005.


Respected Sir,

I would like to apprise you that I had sent a RTI Letter dated 10.1.2022 seeking information under the RTI Act 2005 related to Plot No. 03-A, Sector Alpha-I, Greater Noida (U.P.) Project developed by M/s Vardhman Infradevelopers Pvt Ltd under RERA Registration number UPRERAPRJ13284. I am a Unit holder in the same project.


It is pertinent to note that I have not received any reply for information sought vide RTI dated 10.1.2022 nor received any information from your goodself till writing of this letter.

Request you to expedite the reply to the above-mentioned RTI.

Regards,


Mr. Sunil Gupta
Enclosures-

1. Copy of RTI dated 10/1/2021


25-1-22
RECEIVED
PUBLIC INFORMATION OFFICER (COMMERCIAL)
GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
PLOT NO. 01, KNOWLEDGE PARK-04, GREATER NOIDA, UTTAR PRADESH-201308