

PROFORMA FOR FRESH FILLING

1. Category
2. Cognizable by
3. District
4. Petitioner/Appellant/Applicant

Civil Misc. Writ Petition Gr.C
Single Judge/Division Bench/Larger Bench

(C.D.B.)

Gramam Bindhi Nagar

Time Tower International Ltd.

5. Respondent

Age Gender Mobile

E-mail: State of U.P. & 3 others

Age Gender Mobile

E-mail: Rajendra Kumar Pandey A.Y.R. 0255/2012

C.S.C. & Angli Upadhyaya A/A 1851/2012
22089 of 2020

Rs. 120/-

Declaration

CRIME DETAILS (If Any)

11. Crime No. & Year

NIL

12. Under Section

NIL

13. Police Station & Crime District

NIL

LOWER COURT / HIGH COURT DETAILS (If Any)

14. Lower / High Court Case No. details

NIL

15. Lower / High Court order date

NIL

16. Lower / High Court order passed by

NIL

EXTRA PARTIES & ADVOCATES (add Additional Sheet If Required)

17. Extra Parties (Petitioner)(Mob/e-mail.)

.....

H.K. Taggi & Asmita Gupta A.Y.R. 1755/2012

.....

.....

18. Extra Parties (Respondent)(Mob./e-mail).

19. Extra Advocates (Pet)(With Roll No.)

20. Extra Advocates (Res)(With Roll No.)

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ACTS & SECTION (Mandatory)

21. Title of Act involved (Central /State)

U.P. Industrial Development Act, U.P. Industrial

Planning Act

22. Sections

.....

23. Title of Rule involved (Central /State)

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24. (i) Vires of Acts/Rule challenged (Yes/No)Act

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Rule —

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(ii) Particulars of cases involving similes / Identical challenge —

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For Stamp Reporter office use only

CNR No. (Unique ID)

Date of Reporting

Reporter

Rajendra Kumar Pandey
Advocate's name & Signature

Advocate

A.Y.R. 0255/2012

9935209692

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

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IN

CIVIL MISC. WRIT PETITION NO. OF 2020

(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
 Having its Registered Office at
 3618, Sudershan Market, Chawri Bazar, Delhi-110 006
 Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner
 VERSUS

State of U.P. and others Respondents

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(H. K. JAGGI) & (RAJENDRA KUMAR PANDEY) & (ASHUTOSH GUPTA)

Advocates

A.O.R. A/R 0255/2012

A.O.R. A/A 1455/2012

Chamber no. 96, New Building

High Court, Allahabad

Mobile 9935209692

Mobile 9454357056

Date : /08/2020

Place :- Allahabad

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

LIST OF DATES & EVENTS

IN

CIVIL MISC. WRIT PETITION NO. OF 2020

(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner
VERSUS

State of U.P. and others Respondents

SI.	Dates	Events
1.	13.07.2007	The Respondent No. 2 has launched a Scheme, (herein “ Said Scheme ”), for allotment of plots for establishment of IT Industries and IT enabled services and Biotech Park (herein “ IT/ITES Industries ”) in the State of U.P.
2.	31.07.2007	In pursuance to the Said Scheme, the Petitioner has submitted an application, which was received by the Respondent No. 2, in the prescribed Application Form, for allotment of land admeasuring 20 acres for establishment of an IT Park along with a draft bearing No. 356805 dated 22.07.2007 for Rs. 2,00,000/- (Rupees Two Lakh only) towards the registration money.
3.	11.03.2008	The Respondent No. 2 vide a Reservation-cum-Allotment letter (herein “ Allotment Letter ”), has allotted to the Petitioner a plot bearing No. 7, measuring 81000 sq. mtr., @ 2137.04 per sq. mtr., situated in Sector Techzone-II, Greater Noida, District Gautam Budh Nagar, (hereinafter referred to as the “ Original Plot ”) for a total provisional premium of Rs. 17,31,00,000/- (Rupees Seventeen Crore Thirty One Lakh only) for establishment of I.T. Industries & I.T. Enabled Services and Biotech Park (herein ‘ Project ’) on lease for a period of 30 years.

4.		The Petitioner has paid Rs.5,19,30,000/- (Rupees Five Crores Nineteen Lakhs Thirty Thousand only) making its eligibility for execution of the lease deed and for taking possession of the Original Plot and for commencement of the Project.
5.	24.11.2008	The Respondent has also enclosed a revised payment plan which shows that the value of the Original Plot, was determined at Rs.12,98,25,000/- (Rupees Twelve Crores Ninety Eight Lakhs Twenty Five Thousand only). Hence, the Petitioner was required to pay an amount of Rs.3,89,47,500/- (Rupees Three Crores Eighty Nine Lakhs Forty Seven Thousand Five Hundred only) (30% revised premium amount) against which the Petitioner had already paid Rs.5,19,30,000/- (Rupees Five Crores Nineteen Lakhs Thirty Thousand only), which comes to 40% of the revised value of the Original Plot.
6.	08.06.2010	The Petitioner has requested for possession of the Original Plot and for execution of Lease Deed and kept repeatedly requesting the Respondent for sharing the lease plan and handing over possession of the Original Plot as per terms of allotment/Said Scheme. However, the Respondent has failed to perform its reciprocal promise as per Said Scheme to handover the possession of the Original Plot affording opportunity to the Petitioner to proceed with its Project. It is pertinent to submit here that the Respondent has issued a 'No Dues Certificate' dated 08.06.2010, which also justify the demand of the Petitioner for execution of Lease Deed and possession of the Original Plot.
7.	24.06.2013	The Respondent vide its letter dated 24.06.2013 advised the petitioner to execute and register a lease deed. While issuing the said letter, the Respondent enclosed therewith a site plan, which contained a note ' <i>development work is in progress, lease plan of the sector is being prepared on urgent demand. Area of plot may be increased or decreased after completion of site development</i> '.

8.	02.08.2013	The Sector Tech Zone II was not developed and there has been no demarcation / identification of the Original Plot till that period. The Petitioner has also filed a Google map dated 21.07.2013 along with photographs from the purported site, which also clearly established that the land comprising the Sector Tech Zone II and particularly the Original Plot was neither demarcated, nor developed.
9.	03.10.2013	The Respondent issued show cause notice, without first handing over physical possession of the Original Plot and execution & registration of the Lease Deed and threatened to cancel the allotment. The Petitioner therefore, vide its letter dated 24.10.2013 replied to the said Notice, reiterating its contention as aforesaid and requested for grant of Zero Period till physical possession of the Original Plot, but since no decision was taken thereon.
10.	25.07.2013	The Petitioner was compelled to file a Civil Misc. Writ Petition bearing No. 21147 of 2014 before High Court of Judicature at Allahabad and the same was disposed of holding that since 6 (six) months have passed (at it was the then) and the Respondent did not take any proposed action, as contemplated in the show cause notice dated 03.10.2013, it appears that the Respondent is satisfied with the reply/representation dated 24.10.2013 filed by the petitioner.
11.		The Petitioner meanwhile came to know that in fact in the year 2012 the farmers have filed a Writ Petition bearing number 45450 / 2011 before this Hon'ble Court challenging the acquisition of the land comprising in the Sector Tech Zone-II, wherein the Hon'ble High Court while disposing off the aforesaid Writ Petition directed the Respondents not to carry on any development and to implement the Master Plan 2021 till the observations and directions of the National Capital Regional Planning Board are incorporated in the Master Plan 2021 to their satisfaction. It is pertinent to mention here that the Sector Tech Zone II was part of Village Dabra, which was subject matter of litigation and part of land was comprising under the Original Plot.

12.		The Respondent has made allotment of land, comprising under Original Plot, which was neither in its physical possession nor the same was having clear marketable title, which otherwise was not capable for development in view of the litigation, as mentioned above. Further, owing to aforesaid litigation, the land falling under Sector Tech Zone II, was being cultivated by the villagers.
13.	01.12.2014	Thereafter the Respondent has made allotment of land in Sector Techzone – II to a third party namely, M/s Bennett Institute of Higher Education, which comprised the major portion of the land of Original Plot allotted to the petitioner. However, this fact was not communicated to the Petitioner by the respondents.
14.	22.02.2016	The Petitioner has requested the Respondent No. 3 for change of location to any developed location like Tech Zone-4 or KP-5 to enable the Petitioner to start the project at the earliest but the same did not yield any result.
15.	25.01.2017	In pursuant to above mentioned letter dated 22.02.2016, the Respondent No. 2 vide its letter bearing No. Gre. No./I.T./2017/460 dated 25.01.2017, re-allotted a new plot no. 26, 27, 28 and 29, Sector- Knowledge Park-V, Greater Noida (hereinafter referred to as the " Re-allotted Plot " and/or " Said Plot ") in place of Original Plot to the Petitioner.
16.		The Petitioner was re-allotted the Said Plot bearing No. 26-29, in Sector Knowledge Park V, (herein "Said Plot") after 9 years of the original allotment, by the Respondent No. 2 for which allotment money had been paid by the Petitioner and received by the Respondent way back in 2008.
17.	15.07.2017	The Petitioner has given a reply to a defaulter notice dated 22.06.2017, of the Respondent No. 2 and requested him to handover physical possession of the Said Plot (Alternate Plot) and to withdraw the defaulter notice dated 22.06.2017 and not to levy any penalty or penal interest for the reasons stated therein.

18.	30.08.2017	Subsequently, the Petitioner has requested the Respondent No. 2 to consider the period from the date of allotment of Original Plot to the date of execution of lease deed in respect of Said Plot as Zero Period and to provide revised payment plan. However, neither the Respondent No. 2 considered the said representation nor replied to the same.
19.	18.10.2017	Respondent No. 2 again issued a defaulter notice dated 22.09.2017 and the Petitioner has reiterated to consider the period from the date of allotment of Original Plot to the date of execution of lease deed in respect of Said Plot as Zero Period and to provide revised payment plan and to deliver physical possession of the Said Plot (Alternate Plot), enclosing therewith earlier communication with them.
20.	23.06.2018	Subsequently, the Respondent No. 2 has offered to the petitioner to execute lease deed for the Said Re-allotted Plot after another 1 (one) and half years.
21.		The Petitioner had invested huge funds in the Original Plot that remained idle and blocked and the Petitioner was not able to start the Project during the period IT industry was in boom. Thus, the very purpose of the investment of the Petitioner in implementation of the Project remained fruitless.
22.	23.06.2018	The Respondent without first granting Zero Period to the Petitioner and without providing revised schedule of payment in accordance therewith, after more than one and a half years of re-allotting the Said New Plot, issued a letter calling upon Petitioner to execute and register a lease deed within 30 days thereof failing which penalty will be levied and also enclosed therewith a revised lease plan.
23.	23.07.2018	On receipt of this letter, the Petitioner has submitted the requisite documents as required for registration of lease deed informing that the Petitioner has already paid an amount of Rs.5,76,66,050/- (Rupees Five Crores Seventy Six Lakhs Sixty Six Thousand Fifty only), which is more than 44.41% of the revised premium of the Original Plot to the respondent. Also, it was requested that only on decision of the Petitioner request for grant of Zero Period, it would be

		possible to calculate the proper stamp duty payable on execution on the lease deed.
24.	25.04.2019	Pursuant to the aforesaid letter, the Respondent No. 2 has invited the Petitioner for a personal hearing to be held on 03.05.2019, wherein on considering the submissions made by the Petitioner for grant of Zero Period, as mentioned above, and after considering the eligibility, Respondent no.3/C.E.O. has directed in the meeting to the concerned departments to process the request of grant of Zero Period and thereafter to issue the revised payment plan to the Petitioner and thereafter to execute lease deed in favor of the petitioner.
25.	22.05.2019	The Petitioner has visited the site of the Said New Plot and has noticed certain encroachments, which were communicated to the Respondents by the Petitioner. The above encroachments were duly exhibited in the combined map 'M1' of Respondent and Google which proves that site of the Said Plot was not fit for handing over possession or to execute the lease deed.
26.	15.07.2019	The Petitioner kept persuading the Respondent No.2 and its officers to comply with the directions for grant of Zero Period in the personal hearing held on 03.05.2019. However, the Respondent No. 2 neither took any action to comply with the said direction nor took any step for removal of the encroachments on the Said New Plot.
27.	18.02.2020	In continuation to the above and pursuant to the demands, the Petitioner were recently forced to submit a letter addressing to the Honorable Chairman, giving date-wise details of events from the allotment date till then.
28.	04.03.2020	To further support their claim for grant of the Zero Period, the Petitioner again submitted its most recent letter to good-self with latest photographs of the various encroachments which are still persisting at the site of the Said New Plot on 22.02.2020 and reiterated their demands.

29.		The Respondent No. 2 has been granting Zero Period benefit in several cases, however, the Respondent No. 2, 3 & 4 are adopting unreasonable, unjustified, illegal actions, discriminating against the Petitioner in not granting it the Zero Period benefit, who is placed in a similar situation.
30.	02.03.2020	The Respondent No. 4 has informed the Petitioner that the last date for applying the sanction of building plan in respect of the Said Plot is 31.03.2020 on payment of late fee, as applicable, failing which Respondent No. 2 shall take necessary steps for cancellation of allotment of same.
31.	13.03.2020	After 10 (ten) days from issuance of the aforesaid letter, with malafide intentions, hastily, and with an attempt to justify its unilateral and arbitrary actions in issuing the same; the Respondent no. 2 has abruptly passed another Office Order bearing No. Greater Noida/I.T./2020/363, thereby rejecting the Zero Period request of the Petitioner.
32.	27.05.2020	The Petitioner, vide its letter dated 27.05.2020, sent through its advocate, owing to the pandemic, representing that no adverse action may be taken pursuant to letters dated 02.03.2020 and 13.03.2020 and requested for consideration for grant of Zero Period, for the reasons, facts and circumstances, as submitted therein.
33.		The Petitioner, since, is placed in similar situations, passing of any adverse order against the Petitioner for grant of Zero Period due to these reasons; the acts of Respondent No. 2 amount to unreasonable, unjustified, illegal and discriminatory.
34.		Hence this writ petition.

(H. K. JAGGI) & (RAJENDRA KUMAR PANDEY) & (ASHUTOSH GUPTA)
Advocates

A.O.R. A/R 0255/2012

A.O.R. A/A 1455/2012

Chamber no. 96, New Building
High Court, Allahabad

Date : /08/2020
Place :- Allahabad

Mobile 9935209692
Mobile 9454357056

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

CIVIL MISC. STAY APPLICATION NO. OF 2020

(Under Chapter XXII, rule 1 of High Court Rules)

On behalf of

Time Tower International Private Limited. **Applicant**

IN

CIVIL MISC. WRIT PETITION NO. OF 2020

(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited

Having its Registered Office at

3618, Sudershan Market, Chawri Bazar

Delhi-110 006.

Through its Director

Mr. Ashok Kumar Gupta **Petitioner****Versus**

1. State of U.P. Through Secretary (Industry & Urban Planning Development), 4th Floor, Lal Bahadur Shastri Bhawan,(Annexy Building) Sarojini Naidu Marg, Lucknow.

2. Greater Noida Industrial Development Authority
Plot No. 01, Knowledge Park-04, Greater Noida,
Gautam Budh Nagar, U.P. 201308
Through its Secretary.

3. Chief Executive Officer,
Greater Noida Industrial Development Authority (GNIDA),
Plot No. 01, Knowledge Park-04, Greater Noida,
Gautam Budh Nagar, U.P. 201308.

4. Deputy General Manager (I.T.),
Greater Noida Industrial Development Authority (GNIDA),
Plot No. 01, Knowledge Park-04, Greater Noida,
Gautam Budh Nagar, U.P. 201308.

...Respondents

To,

The Hon'ble the Chief Justice and his other companion Judges of the aforesaid Court.

The humble application of the above named applicants / petitioners
Most Respectfully Showeth as under :

1. That the full facts and circumstance of the case have been given in the accompanying writ petition, which may be treated as part of this application.

PRAYER

It is, therefore **Most Respectfully** prayed that this Hon'ble Court may graciously be pleased to stay the Office Orders bearing Nos. Greater Noida/I.T./2020/17386 dated 28.02.2020 and Greater Noida/I.T./2020/17393 dated 28.02.2020, and Greater Noida/I.T./2020/363 dated 13.03.2020 issued by Respondent No. 2.

It is further prayed that this Hon'ble Court may graciously be pleased to stay the Letter No. Greater Noida/I.T./2020/3565 dated 02.03.2020 issued by Respondent no.4 till the pendency of the present writ petition before this Hon'ble Court; and/or pass such other and further order which this Hon'ble Court may deem fit and proper under the circumstance of the case; Otherwise the applicant shall suffer irreparable loss and injury.

e-Mudhra Sub CA
for Class 2 Individual
2014

Digital Signer-e-Mudhra Sub CA for Class 2 Individual 2014
DN:CN=ASHUTOSH GUPTA, SERIALNUMBER=
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1791f1be332e21c, S=UTTAR PRADESH, PostalCode=
211001,
Phone=c343e0dff20e9eb5c51d6ddae507de13760ecaf15
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Date:2020.08.27
14:48:32 +05:30

(H. K. JAGGI) & (RAJENDRA KUMAR PANDEY) & (ASHUTOSH GUPTA)
Advocates

A.O.R. A/R 0255/2012

A.O.R. A/A 1455/2012

Chamber no. 96, New Building
High Court, Allahabad

Date : /08/2020

Mobile 9935209692

Place :- Allahabad

Mobile 9454357056

IN THE HON'BLE HIGH COURT OF JUDICATURE AT ALLAHABAD

CIVIL MISC. WRIT PETITION NO. _____ OF 2020

(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

IN THE MATTER OF:

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006.
Through its Director Mr. Ashok Kumar Gupta.

.....**Petitioner**

Versus

1. State of U.P. Through Secretary (Industry & Urban Planning Development),
4th Floor, Lal Bahadur Shastri Bhawan, (Annexy Building)
Sarojini Naidu Marg, Lucknow.
2. Greater Noida Industrial Development Authority
Plot No. 01, Knowledge Park-04, Greater Noida,
Gautam Budh Nagar, U.P. 201308.
Through its Secretary.
3. Chief Executive Officer,
Greater Noida Industrial Development Authority (GNIDA),
Plot No. 01, Knowledge Park-04, Greater Noida,
Gautam Budh Nagar, U.P. 201308.
4. Deputy General Manager (I.T.),
Greater Noida Industrial Development Authority (GNIDA),
Plot No. 01, Knowledge Park-04, Greater Noida,
Gautam Budh Nagar, U.P. 201308.

.....**Respondents**

To,

The Hon'ble Chief Justice and his other esteemed companion Judges of the aforesaid Court.

This Humble Writ Petition of the Petitioner above-named, most respectfully sheweth:

1. That by means of the present Writ Petition, the Petitioner is constrained to invoke the extra-ordinary Writ Jurisdiction, as vested in this Hon'ble Court Under Article 226 of the Constitution of India, due to the unjust, discriminatory, indifferent, arbitrary, unilateral act and attitude adopted by the Respondents No. 2, 3 & 4 which are against the Principles of Natural Justice and do not find any recognition, both in law and equity, and as such the Petitioner is seeking a direction and/or an order in the nature of Mandamus to the Respondents No. 2, 3 & 4 as prayed in the present writ petition.
2. That this is the first writ petition on behalf of the Petitioner for the cause of action arising herein. The Petitioner further declares that no other writ petition, suit or application has been filed or is pending before this Hon'ble Court or any other court of law.
3. That the Petitioner has not received any caveat notice on behalf of any of the Respondents in this regard till date.
4. That the present writ petition is being filed by the Petitioner company through its Director Mr. Ashok Kumar Gupta, who otherwise has also been duly authorized to file the present writ petition on behalf of the Petitioner company vide Board's Resolution dated 27.07.2020 passed by the petitioner company.

A true photo copy of the Board Resolution dated 27.07.2020 issued by the petitioner company in favor of its Director Mr. Ashok Kumar Gupta is being attached as **ANNEXURE NO. 1** to this writ petition.

5. That, however, before dilating further on to the grievances that have constrained the Petitioner to approach this Hon'ble Court by way of the present Writ Petition and making submissions in support thereof, it would be appropriate to place before this Hon'ble Court, the detailed facts and circumstances leading to and culminating in filing of the present Writ Petition.

6. That the Respondent No. 2 has launched a Scheme on 13.07.2007, (herein "**Said Scheme**"), for allotment of plots for establishment of IT Industries and IT enabled services and Biotech Park (herein "**IT/ITES Industries**"). Vide this Scheme, an allottee was entitled to execute the lease deed and take over possession of the plot, if allotted, after he deposits 30% of the total premium of the plot.

A true photo copy of the Said Scheme dated 13.07.2007 launched by the Respondent no.2/ Greater Noida Industrial Development Authority is being attached as **ANNEXURE NO. 2** to the present writ petition.

7. That in pursuance to the Said Scheme, the Petitioner has submitted an application, which was received by the Respondent No. 2 on 31.07.2007, in the prescribed Application Form, for allotment of land admeasuring 20 acres for establishment of an IT Park along with a draft bearing No. 356805 dated 22.07.2007 for Rs. 2,00,000/- (Rupees Two Lakh only) towards the registration money. Apart from paying registration money, the Petitioner has also paid an amount of Rs. 500/- (Rupees Five Hundred only) along with the application as a non-refundable and non-adjustable processing fee.

A true photo copy of application dated 31.07.2007 submitted by the petitioner company before the GNIDA is being attached as **ANNEXURE NO. 3** to the present writ petition.

8. That thereafter, the Respondent No. 2 vide a Reservation-cum-Allotment letter bearing No. IND/IT/2008/2041 dated 11.03.2008 (herein "**Allotment Letter**"), has allotted to the Petitioner a plot bearing No. 7, measuring 81000 sq. mtr., @ 2137.04 per sq. mtr., situated in Sector Techzone-II, Greater Noida, District Gautam Budh Nagar, (hereinafter referred to as the "**Original Plot**") for a total provisional premium of Rs. 17,31,00,000/- (Rupees Seventeen Crore Thirty One Lakh only) for establishment of I.T. Industries & I.T. Enabled Services and Biotech Park (herein '**Project**') on lease for a period of 30 years. As per Said Scheme and in terms of allotment, an allottee was entitled to get the lease deed executed and to take over possession of the plot at any time after depositing 30% of the total premium for implementing the Project. The balance 70% of the total premium was payable in 12 (half yearly) installments. Considering the application dated 15.10.2008 of the Petitioner for grant of rebate of 25% in premium under Mega Investment Scheme, as per the Said Scheme, Respondent No. 1, vide its letter dated 24.11.2008 has granted the said rebate in the premium to the Petitioner. Prior to the grant of rebate, the Petitioner has paid Rs.5,19,30,000/- (Rupees Five Crores Nineteen Lakhs Thirty Thousand only) making its eligibility for execution of the lease deed and for taking possession of the Original Plot and for commencement of the Project.

A true photo copy of the Reservation-cum-Allotment letter dated 11.03.2008 issued by the GNIDA in favour of the petitioner company is being attached as **ANNEXURE NO. 4** to the present writ petition.

9. That for ready reference of this Hon'ble Court, relevant conditions for allotment of the land as per Said Scheme are as under:-

Clause G. LEASE RENT:

"In addition to the premium of plot, lease rent shall be chargeable from the date of execution of Lease Deed @ 2.5% per annum of the total premium and shall be payable annually in advance. In case of default in payment of lease rent an additional interest @ 3% above to applicable interest rate (in total 14%) shall be charged on the defaulted amount for the defaulted period. The annual lease rent may be enhanced on expiry of every 10 years from the date of execution of Lease Deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement.

The allottee shall have an option to pay a lump sum amount equivalent to 11 times of the annual lease rent, i.e., 27.5% of total premium before the due date for execution of Lease Deed as a ONE TIME LEASE RENT."

Clause J. EXECUTION OF LEASE DEED AND POSSESSION:

"The allottee can get the lease deed executed and take over possession of the plot at any time after he has deposited 30% of the total premium of the plot.

The date of execution of lease deed will be treated as the date of handing over of actual physical possession, notwithstanding any other claim."

Clause N. LEASE DEED (INVESTMENT/TIME FRAME):

- (a) In case the allottee does not claim Stamp Duty Exemption:
 - (i) The lessee shall have the option of investment phasing, provided, the lessee meets the minimum acceptable investment of the project as per clause M(b). The lessee shall have to invest 30% of the minimum acceptable investment in the first three years

(excluding land cost) and 100% of the minimum acceptable investment in seven years.

- (ii) The lessee will be required to submit the broad layout plan within one year and the detailed building plan for the approval of the lessor within two years from the date of execution of lease deed and will be required to complete construction of first phase, i.e., invest as per above N(i) clause and shall have to make it functional within three years from the date of execution of lease deed.

Provided that in exceptional circumstances, extension of not more than one year at a time may be allotted to the Petitioner to the lessee by the lessor or any officer authorized by him, on payment of extension charges @ 2% of the total premium for one year or part thereof for completion of first phase. The extension charges as mentioned above may be revised by the lessor at any time.

- (iii) The allottee/lessee shall have to complete the construction of the whole "the project and facilities" within 7 years from the date of execution of the lease deed.

Provided that in exceptional circumstances extension of not more than 3 years, one year at a time, may be allowed by the lessee to the lessor or any officer authorized by him on payment of extension charges @ 4% for the extension of first year or part thereof, @ 6% for the extension of second year or part thereof, and @ 8% for the extension of third year or part thereof, of the total premium of the demised premises.

- (iv) In case the applicant fails to commence the activity for which the land has been allotted, within the time period, or extended time period, decided for the purpose, the allotment/lease can be cancelled/ determined. On such cancellation/determination, 20%

of the premium will be forfeited, and the lessor shall resume possession of the plot, along with any structure thereon, with the allottee having no right to claim compensation thereof. The balance amount deposited will be refunded without any interest."

10. That the Respondent has also enclosed a revised payment plan with its letter dated 24.11.2008, as aforesaid and on perusal of this letter, it shows that the value of the Original Plot, after rebate (25%) was determined at Rs.12,98,25,000/- (Rupees Twelve Crores Ninety Eight Lakhs Twenty Five Thousand only). Hence, the Petitioner was required to pay an amount of Rs.3,89,47,500/- (Rupees Three Crores Eighty Nine Lakhs Forty Seven Thousand Five Hundred only) (30% revised premium amount) against which the Petitioner had already paid Rs.5,19,30,000/- (Rupees Five Crores Nineteen Lakhs Thirty Thousand only), which comes to 40% of the revised value of the Original Plot.

A true photo copy of the aforesaid letter dated 24.11.2008 send by the Respondent no.2/GNIDA is being attached as **ANNEXURE NO. 5** to the present writ petition.

11. That the Petitioner has requested for possession of the Original Plot and for execution of Lease Deed and kept repeatedly requesting the Respondent for sharing the lease plan and handing over possession of the Original Plot as per terms of allotment/Said Scheme. However, the Respondent has failed to perform its reciprocal promise as per Said Scheme to handover the possession of the Original Plot affording opportunity to the Petitioner to proceed with its Project. It is pertinent to submit here that the Respondent has issued a 'No Dues Certificate' dated 08.06.2010, which also justify the demand of the Petitioner for execution of Lease Deed and possession of the Original Plot.

12. That the Respondent vide its letter dated 24.06.2013 advised the petitioner to execute and register a lease deed. While issuing the said letter, the Respondent enclosed therewith a site plan, which contained a note '*development work is in progress, lease plan of the sector is being prepared on urgent demand. Area of plot may be increased or decreased after completion of site development.*'

A true photo copy of the aforesaid letter dated 24.06.2013 sent by the Respondent No.2/GNIDA is being attached as **ANNEXURE NO. 6** to the present writ petition.

13. That therefore it is pertinent to mention here that the Sector Tech Zone II was not developed and there has been no demarcation / identification of the Original Plot till that period. It is also to place on record that the Petitioner vide its letter dated 02.08.2013, also filed a Google map dated 21.07.2013 along with photographs from the purported site, which also clearly established that the land comprising the Sector Tech Zone II and particularly the Original Plot was neither demarcated, nor developed. However, no development work was done by the Respondent No. 2 despite the various communications of the Petitioner company send to the Respondent No. 2.
14. That due to inability, neglect and failure of the Respondent No. 2 to hand-over the physical possession of the Original Plot to the Petitioner till 2013, due to non-completion of development of the Sector Tech Zone II, the Petitioner remained unable to proceed to implement its Project despite having paid the 40% of the premium amount. Further to the Petitioner's shock and surprise, the Respondent on 03.10.2013 issued show cause notice, without first handing over physical possession of the Original Plot and execution & registration of the Lease Deed and threatened to cancel the allotment. The Petitioner therefore, vide its letter dated 24.10.2013 replied to the said Notice, reiterating its

contention as aforesaid and requested for grant of Zero Period till physical possession of the Original Plot, but since no decision was taken thereon, the Petitioner was compelled to file a Civil Misc. Writ Petition bearing No. 21147 of 2014 before High Court of Judicature at Allahabad and the same was disposed of holding that since 6 (six) months have passed (at it was the then) and the Respondent did not take any proposed action, as contemplated in the show cause notice dated 03.10.2013, it appears that the Respondent is satisfied with the reply/representation dated 24.10.2013 filed by the petitioner.

A true photo copy of the order dated 25.07.2013 passed by this Hon'ble Court in Writ Petition No. 21147 of 2014 is being filed herewith and marked as Annexure no. 7 to this writ petition.

15. That the Petitioner meanwhile came to know that in fact in the year 2012 the farmers have filed a Writ Petition bearing number 45450 of 2011 before the Hon'ble High Court of Judicature at Allahabad challenging the acquisition of the land comprising in the Sector Tech Zone-II, wherein the Hon'ble High Court while disposing off the aforesaid Writ Petition directed the Respondent not to carry on any development and to implement the Master Plan 2021 till the observations and directions of the National Capital Regional Planning Board are incorporated in the Master Plan 2021 to their satisfaction. It is pertinent to mention here that the Sector Tech Zone II was part of Village Dabra, which was subject matter of litigation and part of land was comprising under the Original Plot. Thereafter, the approval of the Board was granted on 24.08.2012.
16. That therefore it is evident that the Respondent has made allotment of land, comprising under Original Plot, which was neither in its physical possession nor the same was having clear marketable title, which otherwise was not capable for development in view of the litigation, as

mentioned above. Further, owing to aforesaid litigation, the land falling under Sector Tech Zone II, was being cultivated by the villagers.

17. That thereafter the Respondent has made allotment of land in Sector Techzone – II to a third party namely, M/s Bennett Institute of Higher Education on 01.12.2014, which comprised the major portion of the land of Original Plot allotted to the petitioner. However, this fact was not communicated to the Petitioner by the respondent. It is pertinent to mention here that this allotment of the plot to the said third party was done without first re-allotting any other land/plot in lieu of the Original Plot to the Petitioner which clearly shows the unilateral, unjustified and arbitrary approach adopted by the respondent.
18. That the Petitioner vide its letter dated 22.02.2016 requested the Respondent No. 3 for change of location to any developed location like Tech Zone-4 or KP-5 to enable the Petitioner to start the project at the earliest but the same did not yield any result.

A true photo copy of the letter dated 22.02.2016 send by the petitioner to the Respondent no.3 has been annexed as **ANNEXURE NO. 8** to the present writ petition.

19. That in pursuant to above mentioned letter dated 22.02.2016, the Respondent No. 2 vide its letter bearing No. Gre. No./I.T./2017/460 dated 25.01.2017, re-allotted a new plot no. 26, 27, 28 and 29, Sector-Knowledge Park-V, Greater Noida (hereinafter referred to as the “**Re-allotted Plot**” and/or “**Said Plot**”) in place of Original Plot to the Petitioner.

A true photo copy of the letter bearing No. Gre. No./I.T./2017/460 dated 25.01.2017 issued by the Respondent No. 2/ GNIDA, has been annexed as **ANNEXURE NO. 9** to the present writ petition

20. That due to unilateral, unjustified, arbitrary acts and failure of the Respondent No. 2 in the development of the Sector Tech Zone II, demarcation of the Original Plot as well as non-availability of adequate land in the said sector, as stated herein above, the Petitioner had no option but to seek allotment of an alternate plot in a developed sector. Consequently, on 25.01.2017, after persistent follow-ups, the Respondent in lieu of the Original Plot, allotted another plot to the Petitioner (as referred hereinabove) in another Sector, namely, Knowledge Park V, Greater Noida.
21. That needless to mention that the Petitioner was re-allotted on 25.01.2017 the Said Plot bearing No. 26-29, in Sector Knowledge Park V, (herein "Said Plot") after 9 years of the original allotment, by the Respondent No. 2 for which allotment money had been paid by the Petitioner and received by the Respondent way back in 2008. This clearly exhibits the utter failure, lethargic and neglect of Respondent No. 2 which *inter alia* includes that at the time of allotment of the Original Plot, the Respondent was not having clear marketable title and possession of the land comprised therein nor any demarcation/ identification of the plot could possibly be done due to non-development of the Sector pending litigation.
22. That, thereafter, the Petitioner, in reply to a defaulter notice dated 22.06.2017, of the Respondent No. 2, vide its letter dated 15.07.2017, requested the Respondent No. 2 to handover physical possession of the Said Plot (Alternate Plot) and to withdraw the defaulter notice dated 22.06.2017 and not to levy any penalty or penal interest for the reasons stated therein.

A true photo copy of the aforesaid reply dated 15.07.2017 of the Petitioner is being attached as **ANNEXURE NO. 10** to the present writ petition.

23. That subsequently, the Petitioner, vide its representation dated 30.08.2017, requested the Respondent No. 2 to consider the period from the date of allotment of Original Plot to the date of execution of lease deed in respect of Said Plot as Zero Period and to provide revised payment plan. However, neither the Respondent No. 2 considered the said representation nor replied to the same. A true photo copy of the representation/letter dated 30.08.2017 of the Petitioner is being attached as ANNEXURE NO. 11 to the present writ petition.
24. That Respondent No. 2 again issued a defaulter notice dated 22.09.2017 and the Petitioner, vide its reply dated 18/23.10.2017, reiterated to consider the period from the date of allotment of Original Plot to the date of execution of lease deed in respect of Said Plot as Zero Period and to provide revised payment plan and to deliver physical possession of the Said Plot (Alternate Plot), enclosing therewith earlier communication dated 14.09.2017. A true photo copy of reply dated 18/23.10.2017 of the Petitioner is being attached as ANNEXURE NO. 12 to the present writ petition.
25. That, subsequently, the Respondent No. 2 has offered to execute lease deed for the Said Re-allotted Plot after another 1 (one) and half years vide its letter dated 23.06.2018. Thus, it took around more than 10 (ten) years for allotment/re-allotment of a Plot, thereby the Project of the Petitioner was jeopardized and could not be commenced, firstly due to non-development of the Sector Tech Zone II and secondly, delay in re-allotment of the new Plot, on account whereof the Petitioner incurred heavy losses. The Petitioner had invested huge funds in the Original Plot that remained idle and blocked and the Petitioner was not able to start the Project during the period IT industry was in boom. Thus, the very purpose of the investment of the Petitioner in implementation of the Project remained fruitless. A true photo copy of the aforesaid letter

dated 23.06.2018 send by the Respondent No. 2/GNIDA is being attached as ANNEXURE NO. 13 to the present writ petition.

26. That meanwhile, several uncalled, unwarranted and unilateral letters were sent to the Petitioner including defaulter notice, show cause notice, demand notice etc. and the same were duly replied by the petitioner. The Petitioner in each of its responses specifically represented and re-represented its request to grant Zero Period till such time the physical possession of the Original Plot is hand over. In these communications, the Petitioner also represented that it is ready and willing to pay the Respondent the legitimate demands, which may arise consequent upon the grant of Zero Period relating to the Original Plot / Said Plot till physical possession.
27. That the Respondent without first granting Zero Period to the Petitioner and without providing revised schedule of payment in accordance therewith, after more than one and a half years of re-allotting the Said New Plot, issued a letter dated 23.06.2018 calling upon Petitioner to execute and register a lease deed within 30 days thereof failing which penalty will be levied and also enclosed therewith a revised lease plan. On receipt of this letter, the Petitioner vide its letter dated 23.07.2018, submitted the requisite documents as required for registration of lease deed informing that the Petitioner has already paid an amount of Rs.5,76,66,050/- (Rupees Five Crores Seventy Six Lakhs Sixty Six Thousand Fifty only), which is more than 44.41% of the revised premium of the Original Plot to the respondent. Also, it was requested that only on decision of the Petitioner request for grant of Zero Period, it would be possible to calculate the proper stamp duty payable on execution on the lease deed. It was further observed that the area of the Said Plot was increased by 867 sq. mtrs., and hence, it was requested that the additional amount on account thereof also be calculated after allowing

25% rebate, thus helping the Petitioner to determine the exact stamp duty payable. The Petitioner has undertaken to pay the requisite Stamp Duty once the exact premium is confirmed of the Said Plot by the Respondent, however, the Respondent chose to neither reply, nor decide the same till date.

A true photo copy of the aforesaid letter dated 23.07.2018 send by the Petitioner is being attached as **ANNEXURE NO. 14** to the present writ petition.

28. That, pursuant to the aforesaid letter, the Respondent No. 2 vide its letter No. Greater Noida/I.T./2019/2952 dated 25.04.2019, has invited the Petitioner for a personal hearing to be held on 03.05.2019, which meeting was held in office of the Respondent No.2 along with other officials, wherein on considering the submissions made by the Petitioner for grant of Zero Period, as mentioned above, and after considering the eligibility, Respondent no.3/C.E.O. has directed in the meeting to the concerned departments to process the request of grant of Zero Period and thereafter to issue the revised payment plan to the Petitioner and thereafter to execute lease deed in favour of the petitioner.
29. That the Petitioner has visited the site of the Said New Plot and has noticed certain encroachments, which were communicated to the Respondent by the Petitioner vide its letter dated 22.05.2019, as follows:
 - (i) Area measuring approx. 202 mtr x 100 mtr (marked as 'A', contains 'Bhatta' and cultivated land (meaning thereby the same was not in possession of respondent);
 - (ii) Area measuring approx. 82 mtr x 87 mtr (marked as 'B' also contains cultivated land (meaning thereby the same was not in possession of respondent); and

- (i) An approx. 9 mtr wide road going through the Said Plot leading to a temple (mandir) being used by local persons / villagers (meaning thereby the same was not in possession of respondent).

The above encroachments were duly exhibited in the combined map 'M1' (combination of map 'A1' as per Respondent and map 'G1' as taken from Google on 09.05.2019) and the same was enclosed with the above letter, which proves that site of the Said Plot was not fit for handing over possession or to execute the lease deed.

A true photo copy of letter dated 22.05.2019 send by the Petitioner is being attached as ANNEXURE NO. 15 to the present writ petition.

30. That the Petitioner time and again, subsequent to the submission of the aforesaid letter, kept persuading the Respondent No.2 and its officers to comply with the directions for grant of Zero Period in the personal hearing held on 03.05.2019. However, the Respondent No. 2 neither took any action to comply with the said direction nor took any step for removal of the encroachments on the Said New Plot, as stated above. On the contrary, the Respondent unilaterally and unjustifiably, kept demanding the amounts including interest and penalty knowing well that the same were not payable by the petitioner.

A copy of the letter/representation dated 15.07.2019 submitted by the Petitioner to the Respondent No. 3, requesting for intervention for compliance of direction dated 03.05.2019 for grant of Zero Period to the Petitioner till the date of execution of lease deed/physical possession is being attached as ANNEXURE No. 16 to the present writ petition.

31. That hence, in continuation to the above and pursuant to the demands, as aforesaid, the Petitioner were recently forced to submit a letter dated 18.02.2020 addressing to the Honorable Chairman, giving date-wise

details of events from the allotment date till then (giving page wise record of GNIDA file, based on the certified copies provided to the Petitioner under Right to Information Act) and requested for the following:

- (i) a developed and encroachment free Plot;
- (ii) grant of Zero Period from date of allotment of Original Plot upto providing physical possession of the Said Plot; and
- (iii) the revised Payment schedule of the balance legitimate dues towards the Cost of the Original Plot / Said Plot.

A true photo copy of reply dated 18.02.2020 of the Petitioner is being attached as **ANNEXURE NO. 17** to the present writ petition.

32. That to further support their claim for grant of the Zero Period, the Petitioner again submitted its most recent letter dated 04.03.2020 to good-self with latest photographs of the various encroachments which are still persisting at the site of the Said New Plot on 22.02.2020 and reiterated their demands.
33. That it is submitted that as per policy of the Respondent No. 2, in view of the Board Meetings held from time to time, The Respondent No. 2 has been granting Zero Period benefit in several cases, which fact was also brought by the Petitioner in its several communications and meetings. However, the Respondent No. 2, 3 & 4 are adopting unreasonable, unjustified, illegal actions, discriminating against the Petitioner in not granting it the Zero Period benefit, who is placed in a similar situation.

A true photo copies of such office orders/decisions of the Respondent No. 2 are being attached collectively as **ANNEXURE NO. 18** to the present writ petition.

34. That it is also submitted that even till today, after an expiry of more than 12 years, the Petitioner is being discriminated against and is being deprived of its legitimate right to take physical possession of the Said Plot and for grant of Zero Period. On the one hand, the Respondent No. 2, without first performing its obligations towards the Petitioner; adopting unreasonable, unjustified, illegal actions, and discriminatory action against the Petitioner and on the other hand it expects from the Petitioner to perform its obligations. It is stated that Petitioner was at all times in abidance of the terms and conditions of allotment including timely payments and always ready and willing to perform its part of the obligations in respect thereto, subject to the Respondents fulfilling their promises, assurances and contractual obligations without singling / discriminating it out in such actions which speaks volume of its malafide intentions.
35. That as such, vide its letter bearing No. Greater Noida/I.T./2020/3565 dated 02.03.2020, issued by Shri Anil Kumar Sharma, Deputy General Manager (I.T.), Respondent No. 4 informed the Petitioner that the last date for applying the sanction of building plan in respect of the Said Plot is 31.03.2020 on payment of late fee, as applicable, failing which Respondent No. 2 shall take necessary steps for cancellation of allotment of same. Vide the said letter, it was also advised to deposit all outstanding in respect of the Said Plot. Further, it was informed that as per terms of allotment and lease deed, since the Project has not been made functional, the rebate of 25% in the premium and lease rent under Mega Investment is not allowed and the same is to be deposited along with interest. In this connection, Respondent No. 2 had also passed the following Office Orders:
- (i) Office Order bearing No. Greater Noida/I.T./2020/17386 dated 28.02.2020,

- (ii) Office Order bearing No. Greater Noida/I.T./2020/17393 dated 28.02.2020.

A true photo copy of the Letter No. Greater Noida /I.T./2020/3565 dated 02.03.2020, issued by the Respondent No. 2 to the Petitioner has been annexed as ANNEXURE NO. 19 to the present writ petition.

A true photo copy of the Office Orders bearing Nos. Greater Noida/I.T./2020/17386 and Greater Noida/I.T./2020/17393, both dated 28.02.2020 have been collectively annexed as ANNEXURE NO. 20 to the present writ petition.

36. That Respondent No. 2, after around 10 (ten) days from issuance of the aforesaid letter and office orders, with malafide intentions, hastily, and with an attempt to justify its unilateral and arbitrary actions in issuing the same, abruptly passed another Office Order bearing No. Greater Noida/I.T./2020/363 dated 13.03.2020, thereby rejecting the Zero Period request of the Petitioner, therein referring to the reply dated 18.10.2017 only and in non-compliance of the direction dated 03.05.2019, issued by the Respondent No. 2. The Respondent No. 2, deliberately and with malafide intentions, neither referred nor considered the representations dated 30.08.2017, 22.05.2019 and 18.02.2020.

A true photo copy of the Office Order bearing No. Greater Noida/I.T./2020/363 dated 13.03.2020 issued by the GNIDA has been annexed as ANNEXURE NO. 21 to the present writ petition.

The aforesaid Office Orders, all passed by Shri Deep Chandra, Additional Chief Executive Officer, an official of Respondent No. 2, are hereinafter collectively referred to as '**Office Orders'**.

37. That such act of the Respondent No. 2 and its officials, of rejecting the Zero Period request of the Petitioner; without considering its

representations, beyond doubt, leads to the only conclusion that the Office Orders were not only arbitrary, unilateral, unjustified but also exhibits the malafide of Respondent No. 2 and its officials.

38. The Petitioner, vide its letter dated 27.05.2020, sent through its advocate, owing to the pandemic, representing that no adverse action may be taken pursuant to letters dated 02.03.2020 and 13.03.2020 and requested for consideration for grant of Zero Period, for the reasons, facts and circumstances, as submitted therein.

A true photo copy of letter dated 27.05.2020 send by the Petitioner is being attached as **ANNEXURE NO. 22** to the present writ petition

39. That the Petitioner submits that as per policy of the Respondent No. 2, granting Zero Period benefit in several cases for the reasons of (i) delay in handing over physical possession for any reason; (ii) delay due to litigation; and (iii) delay due to encroachments. The Petitioner, since, is placed in similar situations, passing of any adverse order against the Petitioner for grant of Zero Period due to these reasons, the acts of Respondent No. 2 amount to unreasonable, unjustified, illegal and discriminatory..
40. That it is further submitted that even till today, after an expiry of around 12 years, the Petitioner is being discriminated against and is being deprived of its legitimate right to take physical possession of the allotted Plot. On the one hand, Respondent No. 2, without first performing its obligations towards Petitioner adopting unreasonable, unjustified, illegal actions and discriminatory action against Petitioner and on the other hand it expects from the Petitioner to perform its obligations. It is stated that Petitioner was at all times in abidance of the terms and conditions of allotment including timely payments and always ready and willing to perform its part of the obligations in respect thereto, subject to

Respondent No. 2 fulfilling its promises, assurances and contractual obligations without singling / discriminating it out in such actions which speaks volume of its malafide intentions.

41. That the Petitioner has since long been contemplating the setting-up of the Project and working on the same, however due to want of possession of the Original Plot/Said Plot/Alternate Plot and delays and lapses on part of Respondent No. 2; was unable to proceed with commencement of construction activities thereon including obtaining requisite sanctions and approvals, which has in-turn caused Petitioner heavy losses. The Respondent No. 2, on several occasions, have delayed and defaulted in performance of its part of obligations thus defeating the principles of fairness, doctrine of legitimate expectation and reciprocal promise. The non-exercise of sound discretion in considering the representation of Petitioner is irrational, unreasonable, unfair and against the Principles of Natural Justice.
42. That it is submitted that the act of issuance of the above letter and the Office Orders clearly speaks volumes of the malafide and high headedness of Respondent No. 2 since it failed to consider the legitimate demands and grounds put forward by Petitioner as mentioned in its various representations. The Respondent No. 2, in issuing such letter and Office Orders has failed to consider the following facts, amongst others:
 - (i) Non-development of Sector Tech Zone II wherein Original Plot was allotted,
 - (ii) Delay and lapses due to litigation,
 - (iii) Delay in allotment of Said Plot (Alternate Plot),
 - (iv) Delay in offering possession of the Said Plot and without removal if encroachments thereon,
 - (v) Non-compliance of directions and assurances from the office of Respondent No. 3 during the meeting held with him on 03.05.2019 for grant of Zero Period.

43. That it is the respectful submission of the Petitioner that the non-exercise of the discretion by Respondent No. 2 in considering the representations made by the Petitioner on various accounts, amounts to acts of malafide, irrational, unreasonable, unfair and against the Principles of Natural Justice.
44. That the Petitioner further submits that the Respondent No. 2 is acting in an arbitrary manner despite being an instrumentality of the State, which is expected to discharge its contractual obligations in just and reasonable manner, as required under Article 14 of the Constitution of India and not in an unfair, unjust and unreasonable arbitrary approach, as has been adopted by the Respondent in the present circumstances.
45. That the Petitioner also submits that in accordance with the Doctrine of Legitimate Expectation, it imposes in essence a duty on the Respondent No. 2 to act fairly by taking into consideration all the relevant factors bearing a nexus to such legitimate expectation of the Petitioner and not to act in an arbitrary and unilateral manner so as to defeat such expectation.
46. That as per the scheme of allotment, the Respondent No. 2 failed to provide, firstly, physical possession of the original Plot and secondly, Said Plot (Alternate Plot) and thereby causing heavy losses to the Petitioner.
47. That the Respondent No. 2 has been empowered to take a just and fair decision on all the aspects including rescheduling of installments etc. and grant of Zero Period, for the effective implementation of scheme and arrive at a decision beneficial to the allottees, however, no such decision has been taken by the Respondent No. 2.

48. That it is the respectful submission of the Petitioner that as per Doctrine of Fairness, a duty is also casted upon the Respondent No.2, being Statutory Authority, to act fairly and reasonably to ensure the Rule of Law and to prevent failure of justice. However, the Respondent No. 2, having failed to provide / complete the infrastructure firstly in the Sector Techzone-II and its all other obligations, and subsequently to the allotment of the Said Plot (Alternate Plot), has acted against the representations and assurances made by it while making offer for allotment for the plots in the Said Scheme, in a highly negligent and careless manner.
49. That the Petitioner further submits that it has no other alternative equally efficacious remedy except by way of the present Writ Petition.
50. That the Petitioner submits that this Hon'ble Court has jurisdiction to entertain and try the present petition and adjudicate upon the issues arising therein which falls within the territorial jurisdiction of this Hon'ble Court.
51. That for the facts and circumstances stated above, it is necessary, in the interest of justice that this Hon'ble Court may be pleased to issue an ad-interim Mandamus directing the Respondent No. 2 to remove the encroachments on the Said Plot and to handover physical possession of the Re-allotted Plot before execution and registration of Lease Deed in respect thereof; and meanwhile, to keep in abeyance the demands on account of the installments, and to decide the representations of the Petitioner regarding grant of Zero Period, and should not resort to any action in pursuance to their Office Orders bearing Nos. Greater Noida/I.T./2020/17386 dated 28.02.2020; Greater Noida/I.T./2020/363 dated 13.03.2020 and the letter dated 02.03.2020, during the pendency of the present writ petition.

52. That aggrieved by the aforesaid wholly unreasonable, unilateral, unjustified, indifferent, arbitrary, discriminatory, lackadaisical and unilateral attitude adopted by the Respondent No. 2, which do not find any recognition, both in law and equity, the Petitioner has most respectfully approached to this Hon'ble Court for appropriate writs, orders and/or directions, as more specifically set-out in the prayer clause hereto, on the following amongst other grounds, which are in the alternative and without prejudice to one another.
53. That the Petitioner craves leave of this Hon'ble Court to add or to alter, amend or modify any of the grounds mentioned herein. below.
54. That in the background of the aforesaid facts the Respondent No. 2 ought to have declared the period from date of deposit of allotment money i.e. 06.06.2008 till the handing over possession of the Said Re-allotted Plot free from encroachment and litigation and execution of the lease deed as "**ZERO/DEAD PERIOD**" for all purposes including and not limited to as under:

GROUNDS

- a. **Because** non-exercise of discretion by the Respondent No. 2 in considering the representations dated 30.08.2017, 22.05.2019 and 18.02.2020 and 27.05.2020 amounts to mala-fide, irrational, unreasonable and unfair acts.
- b. **Because** the Respondent No. 2 is acting in an arbitrary manner despite being an instrumentality of the State, which is expected to discharge its contractual obligations in just and reasonable manner, as required under Article 14 of the Constitution of the India and not in an unfair, unjust and unreasonable arbitrary approach, as has been adopted by the Respondent in the present circumstances.

- c. **Because** the acts of the Respondent No. 2, as submitted hereinabove, amounts to acts against the rudimentary Principles of Natural Justice.
- d. **Because** in accordance with the Doctrine of Legitimate Expectation, it imposes in essence, a duty on the Respondent No.2 to act fairly, by taking into consideration all the relevant factors, bearing nexus to such legitimate expectation of the Petitioner and not to act in a unilateral, arbitrary and unjust manner so as to defeat such expectation.
- e. **Because** the Respondent No. 2 is not entitled to do any act contrary to the terms of the Said Scheme, which is prejudicial to the interest of the Petitioner.
- f. **Because** the acts of Respondent No. 2 are unilateral, unjustified, baseless and against the Natural Principles of Law and without affording any opportunity of hearing.
- g. **Because** as per Doctrine of Fairness, a duty is also casted on the Respondent No.2, being Statutory Respondent No. 2, to act fairly and reasonably to ensure the Rule of Law and to prevent failure of justice. However, the Respondent No. 2, failed to fulfill its obligations as per terms of the Said Scheme.
- h. **Because** in the background of the aforesaid facts, Respondent No. 2 ought have declared from date of deposit of allotment money i.e. 06.06.2008 till the handing over possession of the Re-allotted Plot/Said Plot free from encroachment and litigation and execution of the lease deed as “ZERO/DEAD PERIOD” till such time, the Respondent No. 2 was capable of (a) removing the encroachments, (b) handing over possession of the same and (c) in a position to register a Lease Deed in terms of the Said Scheme, and for all purposes including waiver of interest.

PRAYER

In the aforesaid premises and in the interest of justice, it is, therefore, Most Respectfully prayed that this Hon'ble Court may graciously be pleased to:

- (i) Issue a writ, order or direction in the nature of Certiorari for quashing the Office Orders bearing Nos. Greater Noida/I.T./2020/17386 dated 28.02.2020; Greater Noida/I.T./2020/17393 dated 28.02.2020; and Greater Noida/I.T./2020/363 Dated 13.03.2020 issued by Respondent No. 2. (**Annexure No. 20 & 21** respectively).
- (ii) Issue a suitable writ, order or direction in the nature of Certiorari for quashing the Letter No. Greater Noida/I.T./2020/3565 dated 02.03.2020 passed by Respondent no.4 threatening to cancel the allotment of the Said Plot and to create third party rights. (**Annexure No. 19**).
- (iii) Issue a suitable writ, order or direction in the nature of Mandamus commanding the Respondents to keep in abeyance the demand on account of installments in respect of the Said Plot before handing over the physical possession of the Said Plot.
- (iv) Issue a writ, order or direction in the nature of Mandamus directing the Respondent No. 2 to decide the representations of the Petitioner dated 30.08.2017, 22.05.2019, 18.02.2020 and 27.05.2020..
- (v) Issue a suitable writ, order or direction in the nature of Mandamus directing the Respondent No. 2 to declare the period after expiry of 60 days of the allotment till such time, the physical possession of the Said Plot/Re-allotted Plot is handed over as “**ZERO PERIOD**” including waiver of interest for all purposes.

- (vi) Pass any other order(s) or directions(s) as this Hon'ble Court may deem just and proper in the facts and circumstances of the case and in the interest of justice with cost.
- (vii) To award the cost of the writ petition to the petitioner.

(RAJENDRA KUMAR PANDEY)
A.O.R. A/R 0255/2012

Date: /08/2020
Place: Allahabad

Mobile 9935209692
&

(H. K. JAGGI)

&

(ASHUTOSH GUPTA)
Advocates
Counsel for the Petitioner
Chamber No. 96, High Court,
Allahabad, U. P.

Mobile 9454357056

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (1)

IN

CIVIL MISC. WRIT PETITION NO. OF 2020
(Under Article 226 of Constitution of India)

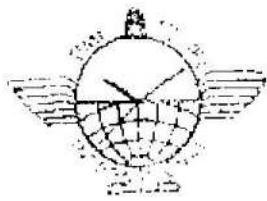
(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others Respondents



Time Tower International Pvt. Ltd.

ANNEXURE - L

REGD. OFFICE: 3618, SUDERSHAN MARKET,
CHAWRI BAZAR, DELHI-110 006
TIN NO. 233000000001
PAN NO. AATRJL

41.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY, TIME TOWER INTERNATIONAL PRIVATE LIMITED HELD ON 27 JULY 2020, HAVING ITS REGISTERED OFFICE AT 3618, SUDERSHAN MARKET CHAWRI BAZAR, DELHI-110 006

"RESOLVED THAT Mr. Ashok Kumar Gupta son of Shri Ghanshyam Dass Gupta resident of 3/1 Under hill lane Civil lines Delhi, Director of the Company be and are hereby authorized to appear, sign, verify, declare, affirm, make, present, submit and file the writ petition, applications, petitions, affidavit, etc. before the Hon'ble High Court of Judicature at Allahabad against Greater Noida Industrial Development Authority and others in connection with the Plot bearing No. 26-29, in Sector Knowledge Park - 05, Greater Noida, Gautam Budh Nagar, U.P.

Certified true copy

For TIME TOWER INTERNATIONAL PRIVATE LIMITED

Vipin Kumar Gupta
Vipin Kumar Gupta
Director

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (2)

IN

CIVIL MISC. WRIT PETITION NO. _____ OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others Respondents

ANNUAL REPORT

OFFICE OF THE CHIEF SECRETARY

For establishment of

IT Industries

&

IT enabled Services

and

Biotech Park

(W.e.f. 13th July 2007)

TERMS & CONDITIONS

A) ELIGIBILITY

An individual/firm/trust/society or body corporate can apply.
The applicant should be competent to contract.

B) PROCEDURE OF ALLOTMENT

i) HOW TO APPLY

Pick up the Brochure containing the application form for Rs.500/- from the bank listed below. For getting the brochure by post, send a Demand Draft of Rs.800/- made in favour of "Greater Noida Industrial Development Authority" to the manager, Bank of Baroda extension Counter, GNIDA office complex, Sector Gamma II, Distt. Gautam Budh Nagar (U.P.), Pin-201308

Brochures are available at: Bank of Baroda, Sector-Gamma II, Greater Noida. The application form is also available on our website www.greaternoida.com. Downloaded form complete in all respects, can be submitted along with a Demand Draft of Rs.500/- as application fee. Applications received without the fee shall be liable to be rejected.

Technical offer for the above mentioned project shall be duly superscribed on the sealed cover and shall contain complete Technical Offer and two bank drafts one of Rs.500/- (Five Hundred Only) towards a non-refundable and non adjustable processing fee and the other for registration amount of Rs.10,000/- (Ten Thousand only) for first one acre of application and for subsequent one acre and part thereof, an additional registration amount of Rs. 10,000/- each per acre shall be deposited along with the application. The technical offer shall be submitted to the Office of General Manager (Industries), 169, Chitvan Estate, Sector Gamma, Greater Noida City, Distt. Gautam Budh Nagar, Pin-201308 (U.P.)

The technical offer should consist of the following documents/contents

- i) Background of the promoters.
- ii) Audited Accounts & Balance Sheet of last three years.
- iii) Feasibility Report of the proposed project.
- iv) Three years projected cash flow of the project depicting sources of inflows for the project.
- v) Registration/Certificate of incorporation along with Memorandum and Articles of Association.
- vi) Land required depicting the land use pattern and construction plan and schedule.
- vii) Statement of sources of funds & liquidity certificate from any Nationalized Banks/schedule Bank.

- viii) Proposed total investment in the project and year wise Investment Phasing plan.
- ix) Any other information, applicant wants to provide.

2) SCREENING

The technical offers shall be scrutinized by a designated Screening Committee. The applicant, if it is felt necessary, will be invited for detailed discussion/presentation of his/her/their project. The final decision of the Authority shall be intimated to the applicant within 15 days of receipt of complete information/documents. The decision of the Authority in this regard shall be final. The "Authority" shall have the right to accept or reject any offer without assigning any reason.

In case of applicants not appearing for presentation before the screening committee (when requested), registration shall be cancelled and the registration amount shall be forfeited in favour of the Authority without any further notice.

C) PAYMENT PLAN

- a) In the event of allotment, the applicant shall be required to pay the premium of the plot as per schedule below:

- (i) 10% of the total premium after adjusting registration money already paid within 30 days of issue of reservation letter as 'Reservation Money'
 - (ii) Additional 20 % of the total premium within 60 days of issue of allotment letter as 'Allotment Money'
 - (iii) Balance 70% amount is payable in 12 equal half yearly installments with interest @ 11% P.A. on the outstanding balance. The first such installment will fall due on the date calculated from the 6th day from the date of allotment.
- b) All payments should be remitted by the due dates. In case the due date is a bank holiday then the allottee/lessee shall ensure remittance on the next working day. In exceptional circumstances the time of deposit for the payment of amount due may be extended by the Chief Executive Officer or the Lessor or his/her authorised representative at his/her discretion. However in such cases of time extension, an interest @ 14% per annum compounded every quarterly will be charged on the amount payable to the lessor, for such extended period. Such extension, in any case, shall not be allowed for more than 60 days for each instalment to be deposited, subject to maximum of three such extensions during the entire payment schedule. The above provision does not apply in case of deposit of registration money, reservation money and allotment money.

- (c) All payments should be made through a demand draft drawn in favour of **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY** and payable at any scheduled bank located in Delhi/New Delhi/Noida/Greater Noida.
- (d) The payment made by allottee/lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the instalment due and the lease rent payable.
- (e) That failure to pay any instalment amount as mentioned above along with interest due thereon and/or lease rent continuously for six months, the lessor may cancel the allotment and /or may determine the lease as the case may be with penalties and consequences given in Clause 7 hereinafter.

D) LOCATION CHARGES

Location charges shall be payable by the allottee/lessee @ 5% of the total premium before execution of lease deed in lumpsum, in case the allotted plot is located in any phase of Knowledge Park or on the 45' mtr. or above size roads, provided that the allotment is of size 15 acres or less than that.

E) AS IS WHERE IS BASIS

The plot will be allotted on "As is where is basis" on lease for a period of 90 years starting from the date of execution of lease deed.

F) AREA

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variation, if such variation is within 10% limits, no change in location or surrender shall be allowed. However, if such variation is more than 10% allottee shall have the option of surrendering the allotment and take back entire money deposited by him/her without any interest.

G) LEASE RENT

In addition to the premium of plot, lease rent shall be chargeable from the date of execution of lease deed @ 2.5% p.a. of the total premium and shall be payable annually in advance. In case of default in payment of lease rent an additional interest @ 3% above to applicable interest rate (in total 14%) shall be charged on the defaulted amount for the defaulted period. The annual lease rent may be enhanced on expiry of every 10 years from the date of execution of lease deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement.

The allottee shall have an option to pay a lump sum amount equivalent to 11 times of the annual lease rent i.e. 27.5% of total premium before the due date for execution of lease deed as a ONE TIME LEASE RENT.

NOTE:- If the allottee chooses the option to pay annual lease rent at the time of execution of lease deed, he can subsequently exercise his option to pay one time lease rent indicated above with the prior written permission of the Authority-Lessor.

4) UNSUCCESSFUL APPLICANTS

The Registration money of the unsuccessful applicants will be returned without interest within one month of rejection of application.

b) SURRENDER

The allottee can surrender the plot before cancellation to the lessor CEO of the authority as per following terms :-

- Upto 30 days from the date of issue of reservation letter 50% of registration money shall be paid.
- Beyond 30 days till date of issue of lease deed 10% of the total premium or the amount deposited for the plot of surrender whichever is less shall be paid.
- No Surrender shall be entertained after issue of lease deed.

Note: The date of surrender in above case shall be the date on which application is received at the Authority's office. No subsequent claim on the basis of postal certificate will be entertained.

5) EXECUTION OF LEASE DEED AND POSSESSION

After completion of all formalities and payment of all charges, the allottee will receive the stamp duty instrument of transfer deed, which will be delivered to the allottee personally or through post.

c) DOCUMENTATION CHARGES

The cost and expenses in connection with stamping and recording the documents and its copies and all other incidental expenses will be borne by the allottee who will also bear the stamp duty instrument of transfer deed. The stamp duty charge on the title of land will be Rs. 10/- per sq. meter or Rs. 10/- per sq. meter of land area whichever is less. The stamp duty amount will be deducted from the amount of payment of Stamp Duty after deducting the amount of registration fees and stamp duty.

ii) DEVELOPMENT PLAN

- a) The allottee shall develop the "the project and facilities" on the demised premises and meet the following norms of development.
- i) Minimum area of 4000 sq. m. would be required for establishment of IT/ITES units.
 - ii) Maximum ground coverage of 30% and FAR 187.50. In case of plots from one acre upto 2.5 acres, the maximum ground coverage would be 25%.
 - iii) Allottees of 5 acres or more would be allowed maximum 17% of total FAR for institutional facilities mentioned in Schedule-I. Rest 83% would be used for IT/ITES.
 - iv) When the area is 10 acres or more and investment is proposed to be more than Rs. 50 crores, in such cases 10% of FAR would be permitted for residential use of employees and officers of the organisation including chowkidars and peons, subject to the condition that institutional and residential facilities should not exceed 10% of total FAR and rest 85% FAR would be primarily used for IT/ITES.
 - v) Allottees of 20 acres or more would be allowed maximum 25% of the total FAR for residential/commercial/institutional facilities and the rest 75% would be utilised for IT/ITES purpose, subject to the condition that maximum of 10% of total FAR would be for residential use and maximum of 10% of total FAR would be for commercial use. Residential/Commercial/institutional facilities allowed in IT/ITES/STP are mentioned in Schedule-II.
 - vi) Apart from the built-up space, the lessee shall be allowed to sell (transfer) developed land to clients for their captive use. However, a minimum of 75% of the total allowed FAR of IT Industries and IT Enabled Services would have to be developed as built-up space. The remaining could be sold as FAR in the developed plots.
 - vii) The allottee shall sell the Commercial and Residential FAR in proportion to the sale of FAR of IT Industries and IT Enabled Service areas.
- b) The allottee shall have the right to sell (transfer) the developed plot of land and/or the built-up space as per the limitations of the sub-clause(a) above, at its own price. The allottee shall have to sell (transfer) the permissible residential developed plot and/or built-up space to the owners of the IT Industries and IT Enabled Services. No transfer charges shall be levied by the lessor for this first sale of developed plot(s) and/or built-up space. The allottee/lessee shall provide the list of bonafide users to the authority from time to time in whose favour the sale has been executed.
- c) However, for subsequent sales the allottee shall take permission from the lessor, which will not be unreasonably withheld if such sale also

conforms to the provisions of sub-clauses (a & b) above. Transfer charges as prevalent at the time of the transfer, or as may be decided by the CEO, will be payable on such subsequent sales. Apart from that, the lessee shall have to take the approval of the lessor on the draft lease to be executed between the lessor and sub-lessee.

III CONSTRUCTION MINIMUM ACCEPTABLE LEVEL OF INVESTMENT

- The lessee/ allottee shall construct the boundary wall & develop as well the buildings on the plot only after getting layout plan approval & sanction of the building plan by the lessor in accordance with the prescribed architectural controls and relevant Building Regulations as well as any specific directions that may be issued by the Authority.
 - Minimum acceptable investment for the project shall be calculated as

Minimum acceptable investment for the project shall be calculated as
Rs. 4.50 crores per acre (excluding land cost).

Reported Values per Building as a **Proven Incremental Value** by **Accredited and Approved Valuer** of the same to the year in yearly basis excluding land cost. Such certificate should be submitted within one month of the completion of each year.

LEASE DEEQ (INVESTMENT / TIME FRAME)

- in case the licensee does not claim Stamp Duty Exemption, then the licensee shall have to pay stamp duty on the value of the development as per the lease agreement to the transfer or assignment of the leasehold interest in the allotted area. The lessee shall have to invest 30% of the minimum acceptable investment in the first three years (excluding land cost), and 100% of the minimum acceptable investment in 7 (Seven) years.
 - The lessee will be required to submit the broad layout plan within one year and detailed building plan for the approval of the Lessee within two years from the date of execution of lease deed and will be required to complete construction of first phase i.e. invest as per above in (i) to clause (a) and shall have to make it functional within three years from the date of execution of lease deed.
 - provided that a developer can withdraws option to let the plot, if he does not want to let the plot, he can do so by giving notice to the licensee for payment of extension charges @ 2% of the total premium for one year or part thereof for completion of first phase of extension charges as mentioned above may be levied in case of non-completion of the project by the developer.
 - The allotted lessee shall have to complete the construction of the whole "the project and facilities" within 7 years from the date of execution of the lease deed.
 - Provided that in exceptional circumstances extension of not more than

20

three years, one year at a time, may be allowed to the lessee by the lessor or any officer authorized by him on payment of extension charges @ 4% for the extension of first year or part thereof, @ 6% for the extension of second year or part thereof, and @ 8% for the extension of third year or part thereof, of the total premium of the demised premises.

(v) In case the applicant fails to commence the activity for which the land has been allotted, within the time period or extended time periods decided for the purpose, the agreement lease can be cancelled / terminated. On such cancellation cancellation 20% of the premium as per schedule and the lessor shall resume possession of the plot along with all structures thereon, with the allottee having no right to claim compensation therefor. The balance amount deposited will be refunded without any interest.

b. Incase the allottee claims Stamp Duty Exemption :-

The Government of U.P. vide its notification no. BG-Ar-S-15-11-2005 dated 16th October 2005 under section 7 of the Industrial and Services Sector Investment Policy, 2004 has exempted 100% stamp duty exemption for execution of Stamp Duty Deed on the subject of "First written transaction of lease deed only" interalia for setting up of IT industries and Call Centers subject to compliance of the norms, standards and procedures set up by the concerned Department of Govt. of U.P., dealing with the project of IT Industries and Call Centers. Whereas, the Department of IT & Electronics, Govt. of U.P. has issued a G.O. no. F/08-78-2-2005-46 IT - 2005, dated 16th December 2005 and has set up the norms, standard and procedures for 100% exemption from stamp duty to IT Industries and Call Centers in accordance with the para 10(a) of Industrial and Services Sector Investment Policy, 2004 if the lessee undertakes to abide by the following conditions within the meaning of UDIT-2004 :-

1. The lessee/allottee undertakes to abide by and fulfill the norms and standards set up by the Department of IT & Electronics, Govt. of U.P. for the setting up the project of IT Industries and Call Centers as enumerated above to claim exemption in stamp duty on this instrument i.e. lease deed with GNIDA.
2. The Lessee has to obtain approval of the Development and Building Plan within 18 months from the date of registration for allotment of land from lessor.
3. The Lessee has to construct 40% of the total permissible covered area on the allotted plot within 3 years from the date of possession of plot and also has to complete remaining construction within 5 years from the date of possession of plot.
4. The lessee unequivocally agrees that in view of the fact that he/she is availing the benefit of 100% exemption of payment of Stamp Duty chargeable in respect of this instrument (i.e. Lease Deed) executed

with the lessor and the period of construction will commence and complete as stated in this instrument as set out in 2 and 3 above within the meaning of the said G.O. No. 2168/78-2-2005-46 I.T /dated 30-12-2005 .

- 5. The payment of the amount of Stamp Duty to lessor shall be secured by execution of a Bank Guarantee of the Nationalized Bank in favour of lessor as per the proforma annexed herewith. The Lessee will continue to get it renewed and submitted to the lessor after expiry of every term if the project/unit is not complete and functional and also a completion certificate is not issued by lessor
- 6. The lessee unequivocally agrees that in the event of any breach of the norms and standards set out by the Department of IT and Electronics, Govt. of U.P. in mentioned G.O. dated 30.12.2005 for the setting up of the project and non adherence to make it functional, the lessor shall be liable to levy to Lessor the amount equivalent to the Stamp Duty as set out in this instrument along with interest @ 1% per month + 3% per annum upto the date of payment for which they are claiming exemption in terms of the G.O. No. 3014/77-6-05-500(40) dated 30.12.2005 and 2168/78-2-2005-46 I.T/2005 dated 30-12-2005
- 7. The lessee is also agreed that in case he fails to deposit the said amount, the bank guarantee be invoked and encashed by lessor and deposited in treasury
- 8. The lessee shall be liable to make payment of an amount equivalent to Stamp Duty leviable on the document along with interest immediately on demand and without demur upon a mere notice from lessor, on the non fulfilment of the norms and standard set out by the Department of IT & Electronics, Govt. of U.P. as enumerated above or has delayed the implementation of the project within the stipulated period . Lessor shall be sole judge of the genuineness of the demand so made and the default/ breach committed by the allottee.
- c. The lessee will at his own cost develop and erect building on the demised premises in accordance with the plan, elevation, and design to be approved by the Lessor or any officer authorised by the Lessor in that behalf in writing and shall ensure that the broad elements as listed in **SCHEDULE-I** are provided in "the project and facilities" in a substantial workman-like manner, with all necessary sewers, drains and other appurtenances according to the directions issued or regulations made in respect of buildings, drains, latrines and connection with sewers etc.
- d. The lessee will be responsible to carry out internal development works comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, electrification and street lighting, water-

supply, sewerage and road side arboricultural development of parks, adequate provision of parking space and any other item as may be desired by the lessor according to norms and specifications prescribed from time to time.

- e. The lessee shall also bear the proportionate full installation expenses (as the case may be) of the requisite size of transformers etc., for power connection to the demised premises from Noida Power Company Ltd.
- f. That the lessee will not erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission, in writing of the year it is only approved by the lessor or his officer authorized by him, or his behalf art. 10 para 2 (b), "that is to say such form of plan which is submitted duly up to speed and no objection from the lessor or authority regarding the same to be correct and suitable as aforesaid and if the lessee shall neglect to correct such deviation for the space of six calendar months after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be corrected at the expense of the lessee whom expenses of the lessor the lessee hereby agrees to contribute by paying to the lessor such amount as the lessor may fixation after due notice and such sum as shall be agreed."

O) MAINTENANCE

The lessor at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the competent authority in this regard.

- That the lessee will keep the demised premises and buildings at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the lessor.
- And the available facilities as well as the surroundings to meet all clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
- That the lessee shall abide by all Regulation, Bye laws and regulations of the Authority framed issued under section 8, 9 and 10 of the said other provisions of the Industrial Area Development Act 1972 as made from time to time.
- In case of non compliance of these terms and conditions by the lessee or the Authority the Authority may have the right to deduct a sum as penalty as per C.R.L. may determine and in case of

5. If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and all the expenses incurred in carrying out such works will be borne by the allottee.
6. That the lessee shall not display or exhibit any posters, statues, other articles, which are repugnant to the morals or are indecent or immoral.
7. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.

P1 MORTGAGE

The allottee / lessee may, with the prior written consent of the lessor, mortgage the land to any Government recognized institution for raising loan for the purpose of funding the project, and subject to such terms and conditions as may be decided by the lessor at the time of granting the permission.

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

Provided further that lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of the unearned increase as mentioned.

The lessor's right to the recovery of the unearned increase will be exercisable upon the lessor's right to purchase the property as mentioned above, subject to the payment of reasonable sum of rupees one thousand/- (Rs. 1000/-) towards the recovery of the same.

Q MISUSE, ADDITIONS, ALTERATIONS ETC.

The allottee / lessee shall not use the plot for any other purpose than the purpose for which the land allotted / leased is intended. The allottee / lessee shall not construct any building or structures on the plot except as may be specifically permitted by the lessor. Any unauthorized construction or structures on the plot will be removed by the lessor at the cost of the allottee / lessee. The lessor shall not be liable for any damage caused to the plot due to any unauthorized construction or structures on the plot.

R LIABILITY TO PAY TAXES

The allottee / lessee will be liable to pay all rates, taxes, charges, levies and assessment of every description imposed by any authority, whether local or otherwise, in respect of the plot, whether such charges are imposed directly on the plot or on the building constructed thereon, from time to time.

5) OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing golds, earth oils, quarries in 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) or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the allottee / lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the C.E.O. on the amount of such compensation will be final and binding on the applicant.

7) CANCELLATION

In addition to the other specific clauses relating to cancellation the Authority / Lessor as the case may be shall be free to exercise its rights of cancellation of lease/allotment in the case of:

1. Allotment being obtained through misrepresentations/suppression of material facts.
2. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
3. Default on the part of the applicant allottee / lessee for breach / violation of terms and conditions of registration / allotment / lease and / or non-deposit of reservation money.

In the event of cancellation, under sub-clause (1) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the Authority / lessor with structure thereon, if any, and the allottee / lessee will have no right to claim compensation thereof.

In the event of cancellation, under sub-clause (2) & (3) above, 20% of the total premium or the amount deposited upto the date of cancellation, whichever is the least, shall be forfeited and balance, if any, shall be refunded without any interest.

11) OTHER CLAUSES

1. The lessor reserves the right to make such decision / alterations / modification in the terms and conditions of registration / allotment / lease from time to time, as lessor may consider just or expedient.
2. In case of any clarification or interpretation regarding these terms and conditions the decision of the lessor shall be final and binding on the

applicant / allottee / lessee.

3. If due to any "force-majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or the possession of allotted plot, entire registration money or the deposits, depending on stage of allotment will be refunded without interest.
4. The registration / allotment / lease will be governed by the provision of the U.P. Industrial Area Development Act 1976 (U.P. Act no. 6 of 1976) and rules and/or regulations made or directions issued, under this act.
5. The authority will monitor the implementation of the project. Those applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
6. All arrears due to the lessor are recoverable as arrears of land revenue.
7. Any dispute between the lessor and lessee/sub-lessee shall be subject to the territorial jurisdiction of the Civil Courts of Gautam Budh Nagar or the courts designated by the High Court.

SCHEDULE

Elements of I.T. Industries and I.T. enabled services (Project unit facilities):

- High quality "ready to move" aesthetic work space.
- Un-interrupted power supply
- High speed data communication services including leased line connectivity and optic fiber back bone network.
- Centralized Air-Conditioning
- Ample parking
- Export facilitation i.T. infrastructure.

SCHEDULE-I

Definition of commercial and non-commercial covered space in the context of an IT industries and IT enabled services.

Commercial areas:

Any space that is utilized for the following purposes would be considered as commercial space:

- ✓ Shops
- ✓ Areas for storage, display and sale of merchandise
- ✓ Cinema Halls
- ✓ Hotels
- ✓ Restaurants
- ✓ Open eating kiosks

Residential areas:

Any space that is utilized for the following purpose would be considered as residential space:

- ✓ Residential uses
- ✓ Hostel
- ✓ Guest House
- ✓ Staff Quarter

Institutional Facilities:

1. Waiting and transit areas.
2. Areas designated for public utilities.
3. Travel Services.
4. Telephone exchange.
5. Electric sub station.
6. Water works.
7. Export related facilities.
8. Canteen.
9. Shop restaurant(Maximum 2% of FAR.)
10. Creche & day care centre.
11. Operations and maintenance by specialized agencies.
12. Training center and library
13. Health club for users/residents of IT industries and IT enabled services.
14. Games/entertainment room for users/residents of IT industries and IT enabled services.
15. Banking and financial services.
16. Business center/ conference facilities.

RATE OF ALLOTMENT

SNO.	LAND USE CATEGORY	LAND USE RATE* (Rs. Per Sqm)	AMOUNT OF PREMIUM on Allotted Area
1	2	3	4
1. INFORMATION TECHNOLOGY /ITES/STP			
	Below 40000 sqm.	Corresponding rates of Institutional Sector mentioned below corresponding Rates of Institutional sector areas given below minus 25% for mega investment units as defined in para 10.6(iii)** of IT Policy-2004 of U.P. Govt. It is clarified that irrespective of whether land is allotted in industrial area or institutional area, the base rate will be that of institutional sector.	
	40000 sqm. To 60000 sqm.		
	Addition to 60000 sqm		
2. INSTITUTIONAL AREA RATE			
	Upto 1000 sqm.	3700.00	
	Addition to 1000 sqm. Upto 4000 sqm.	2800.00	
	Addition to 4000 sqm. Upto 60000 sqm.	2200.00	
	Addition to 60000 sqm.	1800.00	

Note : The size of available plot for allotment for IT and ITES are in the size of 10 acres and above.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (3)

IN

CIVIL MISC. WRIT PETITION NO. OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others Respondents

ANEXE

APPLICATION FORM

IT-2007-2008/01

Serial No. 74

Chief Executive Officer,
Greater Noida Industrial Development Authority,
169, Chitvan Estate, Sector Gamma,
Greater Noida City, Distt. Gautam Budh Nagar (UP)



Sub.: Application for Allotment of Land for 2.0 Acre ^(I.T. Park) in Greater Noida.

Dear Sir,

On behalf of TIME TOWER INTERNATIONAL PRIVATE LTD. and as per terms and conditions of the scheme for establishment of I.T. PARK..... the Technical offer is enclosed here alongwith two drafts, one of Rs.500/- towards a non-refundable and non-adjustable processing fee and the other for registration amount of Rs. 2,00,000/- (drawn in favour of 'Greater Noida Industrial Development Authority' and payable at Delhi/Noida/Greater Noida)

1. Certificate of Authorization from TIME TOWER INTERNATIONAL PRIVATE LTD. in favour of Sh./smt... ASHOK KUMAR GUPTA..... for submission and signing of this offer.
2. Address and telephone number of the firm 3618 SUDERSHAN MARKET, CHAUHAN BAZAR, DELHI-110048
Email address:... ASHOK@shobha.cards.com.....
3. Area of the Land required ... 2,000..... In Sq.mtrs.
4. Bank Draft Number 356807 of Rs.500/- dated 27-7-2007 issued from C.I.T.I. BANK
5. Bank Draft Number 356805 of Rs. 2,00,000/- dated 27/7/2007 Issued from C.I.T.I. BANK
6. I have gone through the terms and conditions of the scheme and I do hereby give my consent to abide by the same.

For Time Tower International Pvt. Ltd.

A. 31/07/2007
TIME TOWER INTERNATIONAL PRIVATE LTD.
169, CHITVAN ESTATE, SECTOR GAMMA,
GTA, GANDHARA, G.B.N.G., U.P.

Signature of the Authorized Signatory
With the seal of the applicant

A. Director

61.

Paylink Check



Ref No: 0023072080173

Date

27-Jul-2007

 Issued by Citibank N.A. and its branches in the U.S.A.
 and its branches, offices, and affiliates worldwide

Pay to

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

The Sum of Rupees **Five Hundred Only**

Rs. ***500***

Payable at Par at All
Citibank branches in India

For CITIBANK N.A.
Two Hundred
Rupees Only
Authorised POA Holder

#*356807#* 0000370001 923227#* 16

Paylink Check



Ref No: 0023072080170

Date

27-Jul-2007

 Issued by Citibank N.A. and its branches in the U.S.A.
 and its branches, offices, and affiliates worldwide

Pay to

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

The Sum of Rupees **Two Lacs Only**

Rs. ***2,00,000***

Payable at Par at All
Citibank branches in India

For CITIBANK N.A.
Two Lacs
Rupees Only
Authorised POA Holder

#*356805#* 0000370001 923227#* 16

Paylink Check



Ref No: 0023072080172

Date

27-Jul-2007

 Issued by Citibank N.A. and its branches in the U.S.A.
 and its branches, offices, and affiliates worldwide

Pay to

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

The Sum of Rupees **Five Hundred Only**

Rs. ***500***

Payable at Par at All
Citibank branches in India

For CITIBANK N.A.
Two Hundred
Rupees Only
Authorised POA Holder

#*356806#* 0000370001 923227#* 16

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (4)

IN

CIVIL MISC. WRIT PETITION NO. _____ OF 2020
(Under Article 226 of Constitution of India)(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others Respondents

ANNEXURE - A

**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
169, CHITVAN ESTATE, SECTOR GAMMA-II, GREATER NOIDA CITY, GREATER NOIDA
DISTT. GAUTAM BUDH NAGAR (U.P.)**

Ref. No.: IND/IT/2008/

Dated 11.07.2008

To,

Allotment No. IT
Plot No. 07
Sector Tech Zone
Area Allotted 81000 sqm

M/s Time Tower International Pvt. Ltd.
3618, Sudarshan Market,
Chawri Bazar, Delhi-110006

Sub: Letter of Reservation Cum-Allotment

Dear Sir,

With reference to your Application No. 74 and received at S.No 213 Date 30.06.2008 Authority is pleased to inform you that a Plot No 07 size 81000 sqm in sector Tech Zone has been reserved & Allotted in your favour for setting up of IT & ITES on lease for a period of 10 years. Activity :- I.T & I.T.E.S.

(A)	Total area of Plot	:	81000 Sqm
(B)	Rate of land Allotment (per sqm.)	:	Rs2137.04 per sqm
(C)	Total Provisional Premium of the Plot As Per (A) above	:	Rs17,31,00,000/-
(D)	Reservation Money (10% of the total provisional premium) payable within 30 days i.e. (Less Registration Money) Dated 10-04-2008	:	Rs 1,73,10,000/- Rs 2,00,000/-
(E)	Allotment Money (20% of the total provisional premium) payable within 60 days i.e. 10-05-2008	:	Rs 1,71,10,000/- Rs 3,46,20,000/-

- 1- Balance 70% amount Rs 12,11,70,000/- with interest @ 11% per annum will be payable in 12 half yearly installments. Details of payment of instalments are enclosed as annexure A. You are expected to deposit the above Allotment/Installment money within the specified period in any of the following bank branches on the prescribed challan, after the challan is deposited from CR Cell of the Authority.
- (a) Bank of Baroda, Extension Counter, Sector Gamma-II, Greater Noida.
 - (b) Canara Bank, Gamma Shopping Mall, Amritpuram, Greater Noida
- 2- In case of default on the part of the allottee for non-deposit of allotment of money the allotment will be cancelled. Defaults in the payment of installment shall bear @ 14% interest on late payments till time the allotment is not cancelled due to default as per terms of allotment. The non execution of the legal documents and/not taking over possession of the plot or delay in payment of lease rent, the allotment of the plot is liable to be cancelled.

3. No change in project can be made without the prior written permission of the authority
4. In case of any clarification about the allotment letter , you may meet the concerned officer in the office on any working day .
5. In case of any problem in implementation of the project with any state government department or and coordination is required please contact the Greater Noida Authority on any working day
6. Allottee will obtain all necessary permissions and clearances etc from the requisite department /agency as is necessary according to law , rules and regulations in force . This shall also apply in case of relevant amenities/facilities that allottee may need for their project . However in case of any problem the allottee may approach this authority which will provide all feasible and available assistance to the allottee in procurement of the subject amenities / facilities .
7. The allottee shall ensure full compliance with the conditions imposed in the No Objection Certificate issued by the UP Pollution Control Board and will work according to the Pollution control laws in force .
8. The allottee will comply with all the terms and conditions pertaining to the supply of water and drainage/sewerage facilities when provided by the Authority
9. The plot is Allotted on as is where is basis.
10. The terms and condition laid down for IT and IT enabled services and the lease deed designed for I.T. Park, Greater Noida will be binding the copy of which is enclosed. This is to reiterate here that the revised Land Use Plan as on date 10.11.2006 onward shall be binding on you.
- 11- As per term's of offer the minimum acceptable investment for the project shall be calculated as Rs. 4.00 crores per acre (excluding land cost) and he shall have to invest it in Seven Years. As a proof of investment the allottee shall submit the certificate of Chartered Accountant and Approved Valuer of the same to the authority on yearly basis excluding land cost. Such certificate should be submitted within one month of the completion of each year.


 Sudhir Kumar
 Addl. Chief Executive Officer

C.C. to:-

1. G.M. (Finance), Greater Noida
2. G.M. (Engg.), Greater Noida
3. G.M. (Plg), Greater Noida

Addl. Chief Executive Officer

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
 169, CHITVAN ESTATE, SECTOR GAMMA-II, GREATER NOIDA CITY, GREATER NOIDA
 DISTT. GAUTAM BUDH NAGAR (U.P.)

Ref. No.: IND/IT/2008/ .

Date: -

To,

M/s. Time Tower International Pvt. Ltd.
 3618, Sudarshan Market,
 Chawri Bazar, Delhi-110006

PAYMENT PLAN OF BALANCE 70% AMOUNT Rs.12,11,70,000/- WITH INTEREST @
 11% PER ANNUM

Installment	Due Date	Premium	Intt.	Total
1st Installment	10.11.2008	1,00,97,500.00	66,64,350.00	1,67,61,850.00
2nd Installment	10.05.2009	1,00,97,500.00	61,08,988.00	1,62,06,488.00
3rd Installment	10.11.2009	1,00,97,500.00	55,53,625.00	1,56,51,125.00
4th Installment	10.05.2010	1,00,97,500.00	49,98,263.00	1,50,95,763.00
5th Installment	10.11.2010	1,00,97,500.00	44,42,900.00	1,45,40,400.00
6th Installment	10.05.2011	1,00,97,500.00	38,87,538.00	1,39,85,038.00
7 th Installment	10.11.2011	1,00,97,500.00	33,32,175.00	1,34,29,675.00
8 th Installment	10.05.2012	1,00,97,500.00	27,76,813.00	1,28,74,313.00
9 th Installment	10.11.2012	1,00,97,500.00	22,21,450.00	1,23,18,950.00
10 th Installment	10.05.2013	1,00,97,500.00	16,66,088.00	1,17,63,588.00
11 th Installment	10.11.2013	1,00,97,500.00	11,10,725.00	1,12,08,225.00
12 th Installment	10.05.2014	1,00,97,500.00	5,55,363.00	1,06,52,863.00


 (Sudhir Kumar)
 Addl. Chief Executive Officer

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (5)

IN

CIVIL MISC. WRIT PETITION NO. _____ OF 2020
(Under Article 226 of Constitution of India)(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others Respondents

ग्रेटर नोएडा अौद्योगिक विकास प्राधिकरण

ग्रेटर नोएडा अौद्योगिक विकास प्राधिकरण
एच-169 चितवन एस्टेट, सैकटर -गामा,
ग्रेटर नोएडा दिल्ली ।

रोध में

मैसार्स टाइम टॉवर इण्टरनेशनल प्रा० लि०,
3618, सुदर्शन मार्केट,
चावड़ी बाजार दिल्ली-110006

महोदय,

अपने पत्र दिनांक 22.10.2008 का रान्दमे ग्रहण करने का क्षेत्र करे, जिसके पूछा
आपने आवंटित भूखण्ड संख्या-07 टेकजोन-॥ को मैगा इण्डेस्टमेंट ग्रुपिंग नं. ५
आवंटन घर में अनुमत्य 25 प्रतिशत की छूट दिये जाने हेतु अनुरोध किया है।

उक्त के क्रम में अवगत कराना है कि मुख्य कार्यपालक अधिकारी ने १०.१०.
अनुगोदन दिनांक 19.11.2008 के अनुषालन में आपको आई०ग०/आई०टी०इ०३०४३०५
को अन्तर्गत मैगा इण्डेस्टमेंट थूनिट हेतु आवंटित क्षेत्रफल 81000 ५० मी० पर ५०% का २५
25 प्रतिशत की छूट देते हुये नया पेमेण्ट प्लान इस पत्र के समय लंबाम तक जारी रखा
जा रहा है। देय किसी का भुगतान संलग्न नथे पेमेण्ट प्लान के अनुसार करना दुर्बिशेषत
करे।

आवंटन की शेष शर्तें बधावत रहेगी।

३१७८

(श. नं. १०-१
प्रबंधक (आई०ग०)

रात्नमंड-उपरोक्तानुसार

Revised Payment Plan

Name of company/allottee-	M/s Time Tower International Pvt. Ltd.				
Plot No.-	07 Tech Zone-II				
Alloted Area	81000 sqm				
Total Prmium for Area 81000 sqm	Rs. 17,31,00,000.00				
Less:25% Rebate	Rs. 4,32,75,000.00				
Total Prmium of area 81000 for mega investment unit	Rs. 12,98,25,000.00				
10 % of total premium (Reservation Money)	Rs. 1,29,82,500.00				
20 % of total premium (Allotment money)	Rs. 2,59,65,000.00				
70 % of total prmium	Rs. 9,08,77,500.00				
Rate of interest	11%				
Registartion Money Deposited	Rs. 2,00,000.00				
Reservation money Deposited	Rs. 1,71,10,00,00				
Allotment money Deposited	Rs. 3,46,20,00,00				
Total (A)	Rs. 5,19,30,000.00				
Reservation money on cosidration of mega investment unit	Rs. 1,29,82,500.00				
Allotment money on consideration of mega investment unit	Rs. 2,59,65,000.00				
Total (B)	Rs. 3,89,47,500.00				
Surplus amount Deposited by allottee (A-B)	Rs. 1,29,82,500.00				
Balance premium for inst. (After adjustment surplus amount)	Rs. 7,78,95,000.00				
Payment Plan Of Balance Amount.					
No. of inst	Due Date	primum	Installment	Interest	Total
1-	10.11.2008	7,78,95,000.00	64,91,250.00	42,84,225.00	1,07,75,475.00
2-	10.05.2009	7,14,03,750.00	64,91,250.00	39,27,206.25	1,04,18,456.00
3-	10.11.2009	6,49,12,500.00	64,91,250.00	35,70,187.50	1,00,61,438.60
4-	10.05.2010	5,84,21,250.00	64,91,250.00	32,13,168.75	97,04,419.00
5-	10.11.2010	5,19,30,000.00	64,91,250.00	28,56,150.00	93,47,400.00
6-	10.05.2011	4,54,38,750.00	64,91,250.00	24,99,131.25	89,90,381.00
7-	10.11.2011	3,89,47,500.00	64,91,250.00	21,42,112.50	86,33,363.00
8-	10.05.2012	3,24,56,250.00	64,91,250.00	17,85,093.75	82,76,344.00
9-	10.11.2012	2,59,65,000.00	64,91,250.00	14,28,075.00	79,19,325.00
10-	10.05.2013	1,94,73,750.00	64,91,250.00	10,71,056.25	75,62,306.00
11-	10.11.2013	1,29,82,500.00	64,91,250.00	7,14,037.50	72,05,288.00
12-	10.05.2014	64,91,250.00	64,91,250.00	3,57,018.75	68,48,269.00

(Ravinder Singh
Manager)

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (6)

IN

CIVIL MISC. WRIT PETITION NO. OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others Respondents



ग्रेटर नोएडा ऑद्योगिक विकास प्राधिकरण

169, चितवन एस्टेट, सेक्टर ४३मा,

ग्रेटर नोएडा सिटी।

फलांक - आई.टी./आई.टी.पी.-८०/२०१३/८३६

सेवामें,

दिनांक ०५ जून 2013

M/s Time Tower International Pvt. Ltd
3618 Sudershan Market Chawri Bazar
Delhi - 110006

घिषय - सूचना प्रौद्योगिकी हेतु आवंटित भूखण्ड संख्या-७, सेक्टर टैकजोन -२, ग्रेटर नोएडा के पट्टा प्रलेख निष्पादन के सम्बन्ध में।

महोदय,

मृप्या उपरोक्त सूचना प्रौद्योगिकी हेतु आवंटित भूखण्ड आवर्टन पत्र दिनांक 11-03-2008 का सन्दर्भ में ग्रहण करने का कष्ट करें। जिसके द्वारा आपके पक्ष में आई.टी. एवं आई.टी.ई.एस के लिये 90 वर्ष के पट्टे पर भूखण्ड संख्या-०७, सेक्टर टैकजोन -२ आवंटित किया गया है। उक्त भूखण्ड का पट्टा प्रलेख निष्पादन किये जाने हेतु लीज़ज़िलान संलग्न है। अतः निम्नानुसार कार्यवाही पूर्ण कर लीज़ज़िल करने हेतु सभी प्रपत्रों सहित उपस्थित होने का कष्ट करें।

I.	आवंटित क्षेत्रफल	81000 वर्गमीटर
	क्षेत्रफल लीज़ज़िलान के अनुसार	81307.00 वर्गमीटर
	क्षेत्रफल	307.00 वर्गमीटर
	धड़े हुए आकार की धनराशि	₹ 0 6,56,071.28/-

II इसके साथ ही लीज़ज़िल हेतु आपको दो विकल्प उपलब्ध होंगे:-

प्रथम विकल्प रसायन शुल्क देने पर

- क) नौन जुड़ीशियल रसायन पेपर हेतु सब रजिस्ट्रार, ग्रेटर नोएडा कार्यालय से सम्पर्क करें। लीज़ज़िल की शर्तों सहित प्रारूप संलग्नक-क पर उपलब्ध है, जिसमें क्रियाशीलता हेतु 7 वर्ष उपलब्ध है।

द्वितीय विकल्प: रसायन शुल्क में 100 प्रतिशत छूट लेने पर

- क) लप्ये 100/- का नौन जुड़ीशियल रसायन पेपर।
ख) एप्रीमेट लप्ये 100/- के रसायन पेपर पर प्रारूप संलग्नक-ख पर उपलब्ध है।
ग) लीज़ज़िल की शर्तों सहित प्रारूप संलग्नक-ग पर उपलब्ध हैं, जिसमें क्रियाशीलता हेतु सिक्क 5 वर्ष का समय अनुमत्य होगा।

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- (v) Undertaking रूपये 10/- के स्टाम्प पेपर पर प्रारूप-घ पर संलग्न ।
- III उपरोक्त के अतिरिक्त प्रपञ्च व देशता निम्नानुसार होंगे:
1. एकमुख लीजरेट (कुल प्रीमियम का 27.5 प्रतिशत) रूपये 4,77,82,920/-
अथवा प्रतिवर्ष अग्रिम देय लीजरेट (कुल प्रीमियम का 2.5 प्रतिशत) रूपये 43,43,902/-
 2. पटटा प्रलेख निष्पादन शुल्क रूपये 120/-
 3. संरथा के अंशधारकों की सूची, चार्टर्ड एकाउण्टेण्ट द्वारा प्रमाणित ।
 4. संस्था के निदेशक मण्डल की सूची, चार्टर्ड एकाउण्टेण्ट द्वारा प्रमाणित ।
 5. पटटा प्रलेख निष्पादन हेतु संरथा के निदेशक मण्डल का प्रत्ताव एवं सक्षम प्राधिकारी के हित में शक्तियों का प्रतिनिधायन ।
 6. संरथा की कॉमन सील लगाने हेतु निदेशक मण्डल का प्रत्ताव ।
 7. प्राधिकृत व्यक्ति का स्वयं का घोषण पत्र रूपये 10/- के स्टाम्प पेपर पर नोटरी द्वारा सल्वापित ।
 8. संस्था की कॉमन सील ।
 9. प्राधिकृत व्यक्ति के पद नाम की खण्डसील ।
 10. प्राधिकृत व्यक्ति के बैंक/प्रथम श्रेणी राजपत्रित अधिकारी द्वारा प्रमाणित हस्ताक्षर एवं पासपोर्ट आकार के पाँच फोटोग्राफ ।
 11. पंजीकरण शुल्क जो कि सब रजिस्ट्रार कार्यालय में देय होगा ।
 12. मेमोरेइण्डग ऑफ आर्टिकल्स एण्ड एसोसिएशन की प्रति
 13. डिलिङ्ग बायलॉज चार्जेज रूपये 250/-

कृपया पत्र जारी होने की तिथि से 30 दिन के अन्दर भूखण्ड का पटटा प्रलेख निष्पादन कराने का कष्ट करें अन्यथा प्राधिकरण के नियमों के अनुसार दण्डशुल्क देय होगा । साथ ही उपयुक्त वर्धित स्टाम्प गणना की पुष्टि सब रजिस्ट्रार ग्रेटर नौएला कार्यालय से करा लें । स्टाम्प की अधिकता व कमी की दशा में प्राधिकरण का कोई दायित्व नहीं होगा ।

राजनक - उपरोक्तानुसार

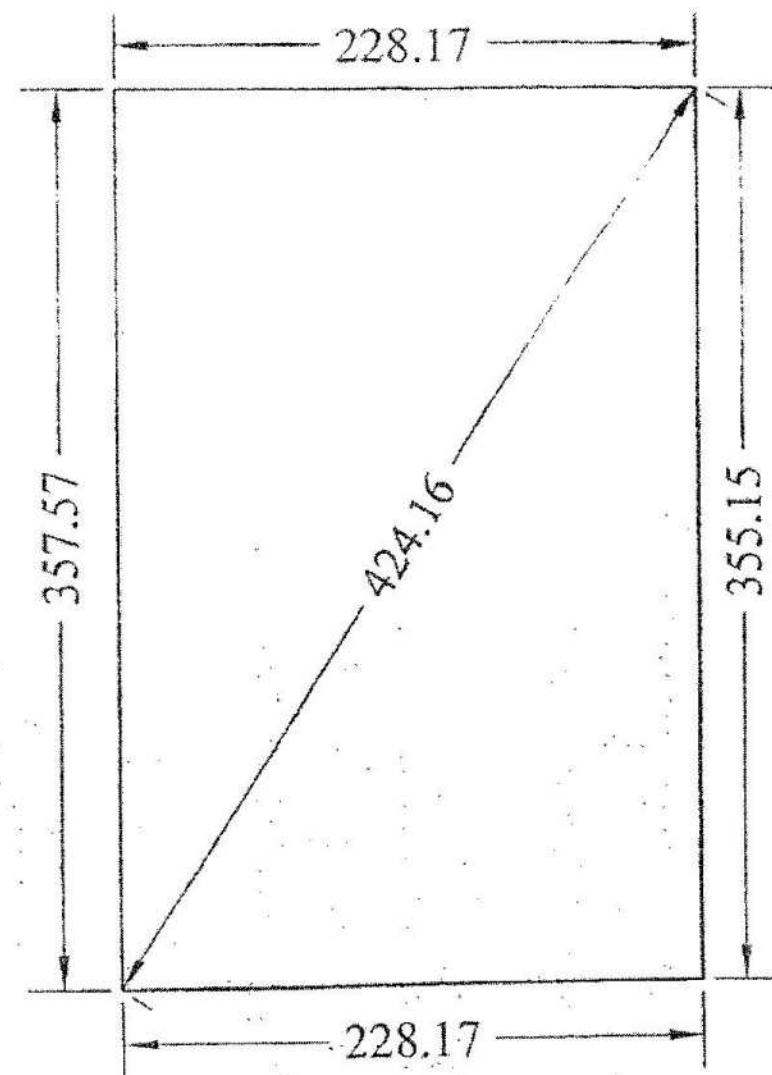
मददीय

प्रबन्धक (I.T.)

72.

PLOT NO:- 7

PLOT NO. 11 & 5



PLOT NO. 6

60.00M. WIDE ROAD

AREA = 81307.00 sqm.

NOTE: DEVELOPMENT WORK IS IN PROGRESS. LEASE PLAN OF THE SECTOR IS BEING PREPARED ON URGENT BASIS. AREA OF PLOT MAY BE INCREASE & DECREASE AFTER COMPLETION OF SITE DEVELOPMENT.

SIGN POSSESSION TAKEN OVER ALLOTTEE	SIGN POSSESSION HANDED OVER		
LEASE PLAN FOR PLOT NO. 7 SEC. TECHZONE-2 GREATER NOIDA	PROJ. DEPTT. LAND DEPTT. LAW DEPTT. PLNG. DEPTT.	B6 01/07/2012 MANAGER-II LEKH PAL 8/2 HAYAB TAHSHEEL DAR 26/01/12 MANAGER-II SR. DRAFTSMAN 26/01/12	N 01/07/2012 MANAGER HAYAB TAHSHEEL DAR 26/01/12 MANAGER SR. EXECUTIVE



AN INTEGRATED LAND & TRADITION LTD.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (7)

IN

CIVIL MISC. WRIT PETITION NO. _____ OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others Respondents

Court No. - 21

Case :- WRIT - C No. - 21147 of 2014

Petitioner :- M/S Time Tower International Pvt. Ltd.

Respondent :- State Of U.P. & 2 Others

Counsel for Petitioner :- Rajendra Kumar Pandey,H.K. Jaggi

Counsel for Respondent :- C.S.C.,Nisheeth Yadav

Hon'ble Krishna Murari,J.

Hon'ble Mrs. Vijay Lakshmi,J.

Heard Shri Ashutosh Gupta, holding brief of Shri Rajendra Kumar Pandey, learned counsel for the petitioner, learned Standing Counsel for respondent No.1 as well as Shri Nisheeth Yadav, learned counsel appearing on behalf of respondent Nos. 2 and 3.

The petitioner has approached this Court challenging the show cause notice dated 3.10.2013 that why the allotment of the plot made in favour of the petitioner be cancelled for not depositing the instalments.

A perusal of the pleadings show that reply to the said notice was submitted by the petitioner on 24.10.2013. A copy of the reply given by the petitioner is annexed as Annexure 25 to the writ petition.

Learned counsel for the petitioner clearly conceded before this Court that almost six months have passed, no further action has been taken or any order has been passed. and it appears that respondent authority is satisfied with the reply submitted by the petitioner and no further action is proposed. In view of above at present there appears to be no cause of action to the petitioner.

The writ petition accordingly stands dismissed at this stage.

Order Date :- 11.4.2014

Ps.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (8)

IN

CIVIL MISC. WRIT PETITION NO. _____ OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others

... Respondents

76.

TIME TOWER INTERNATIONAL PVT LTD
CIN No: U74899DL1992PTC1484H

TIME TOWER INTERNATIONAL PVT LTD



Dated: 22-02-2016

To
The Chief Executive Officer
Greater Noida Industrial Development Authority
Chitvan Estate, Sector - GAMA II,
Greater Noida City, Dist. Gautam Budh Nagar
UP -201308

Reg:- Plot No. 7, Sector - Techzone -II, Greater Noida, Area 81000 SQM.

Sub:- Request for change of location

Dear Sir,

The above said plot was allotted to us vide allotment letter no. IND/IT/2008/2041 Dt. 11.03.2008. We already paid reservation money Rs. 1,29,82,500/- (10%) and allotment money Rs. 2,59,65,000/- (20%) total Rs. 3,89,47,500/- (30%) as per allotment policy of the authority. Apart from this we have deposited Rs. 1,29,82,500/- surplus amount to the authority and there after we have received revised payment plan for balance payment of Rs. 7,78,95,000/- on 24.11.2008 from authority.

After payment of allotment money we were entitle to take physical possession of plot and the lease plan which was not offered by authority due to unknown reasons.

As there was no infrastructure development or any other demarcation of Techzone II at proposed area. We approached GNIDA various time vide our letters during 2008, 2012, 2013 and 2014 for change of locations of our above allotted plot to a developed Infrastructure location with basic infrastructure enabling us to start project.

As authority was not in a position to offer "the possession of plot" in absence of some litigation/ other unknown reason. We request for change of location to any developed location like Techzone - 4 or KP - 5 where we can start our project earliest.

Further, we should not be liable for any interest on the unpaid instalments and the instalments should be reschedule from the date of possession of plot.

Thanks & regards

For Time Tower International Pvt. Ltd.

Director

WZL
22.2.16

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (9)

IN

CIVIL MISC. WRIT PETITION NO. _____ OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others

... Respondents

ग्रेटर नौएडा ऑफिस ७

ग्रेटर नौएडा ऑफिसिक विकास प्राधिकरण,

169, चित्तवन एस्टेट, सैकटर-गामा-2,
ग्रेटर नौएडा सिटी, ज़िला-गोतमबुद्ध नगर, उत्तर प्रदेश।

प्रांक-ग्रे. नो./आई०टी०/2017/४६०
दिनांक-२५/०१/२०१७

मेहमान में-

मैरसर्स लाइन टावर इन्टरनेशनल प्राइवेट लिमिटेड
3618, सूदर्शन मार्किट
चावडी वाजार, दिल्ली-११०००६,
महादय,

कृपया अपने पत्र किंवदं 22.02.2016 का सन्दर्भ ग्रहण करना चाहें, जिसके अन्तर्गत आपके हासा आवंटित भूखण्ड संख्या-०७ सैकटर-टेकजोन-०२, क्षेत्रफल 80941 चर्गीटर को अन्यत्र विकसित केंद्र में रधानगरत्तिल लिये जाने हेतु अनुशोध किया गया है।

इत्याकृत सन्दर्भ में मूल्य उत्तरीपालक अधिक ई. महोदय के अनुभोदन दिनांक 23.01.2017 के ब्रह्म में आपको मूख्यण्ड संख्या-२६, २७, २८ व २९, नैकटर-नौलोज पार्क-V, ग्रेटर नौएडा के आमेलित फरहे हुए रिहोलोट किया जाता है। आवंटन को नियम/शर्तें पूर्णतः रहेगी। भूखण्ड आमेलन का प्रस्ताव पृथक से नियोजन विभाग द्वारा प्रसुत लिया जाएगा।

भवदीय,

(कैलाश भाटी)

वरिष्ठ कार्यपालक (आई०टी०)

प्रतिलिपि:-

1. महाप्रदन्धक (नियोजन/वार्तुकला) को आवश्यक कार्यवाही हेतु प्रेषित।

वरिष्ठ कार्यपालक (आई०टी०)

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (10)

IN

CIVIL MISC. WRIT PETITION NO. _____ OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

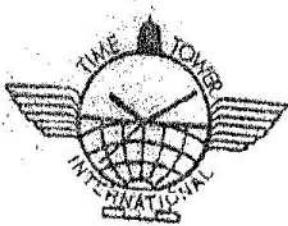
VERSUS

State of U.P. and others

.... Respondents

80.

ANNEXURE - I



Time Tower International Pvt. Ltd

REGD. OFFICE : 3618, SUDERSHAN MARKET
CHAWRI BAZAR, DELHI-110 006 (INDIA)
TEL : 28833240 • FAX : 91-11-2327200

To,

Senior Executive (I.T.)
Greater Noida Industrial Development Authority
Plot No. 1, Knowledge Park - 04,
Greater Noida City, Gautam Buddha Nagar District
Uttar Pradesh

Date: 15.07.2017

Subject: Representation against Defaulter Notice No. G.N./I.T./2017/2216 dated 22.06.2017. (herein called the "Defaulter Notice")

Re: Plot No. 26, 27, 28 & 29 at Knowledge Park - 05, Greater Noida, Uttar Pradesh. (herein called the "Alternate Plot")

Dear Sir,

In response to the Defaulter Notice sent by you in respect of the Plot No. 26, 27, 28 & 29 at Knowledge Park - 05, Greater Noida, Uttar Pradesh (hereinafter called the "Plot"), it is submitted as follows:

1. That vide the offer invitation dated 13.07.2007, Greater Noida Industrial Development Authority ("GNIDA") invited applications for purchase and allotment of land for establishment of IT & ITES and Biotech Park (herein called the "Project"). Pursuant to such offer, Ms. Time Tower International Pvt. Ltd. (herein called "Company" or "TTI") sought allotment of a plot by way of an application dated 30.07.2007 (received by you on 31.07.2017) in the prescribed format along with requisite registration money.
2. That subsequent to the Company's application seeking allotment of land under the above-stated Project, GNIDA, vide its letter dated 11.03.2008 (herein called the "Allotment Letter") allotted Plot No. 7 Size 81000 sq.m. Tech Zone-II, Noida

Q1



Time Tower International Pvt. Ltd.

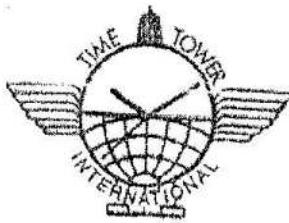
REGD. OFFICE : 3616, SUDERSHAN MAIDAN,
CHAWRI BAZAR, DELHI-110 006 (INDIA)
TEL : 28833240 • FAX : 91-11-2327

(herein called the "Original Plot") to the Company. The Allotment Letter further sought the Company's compliance with other terms of allotment (including the payment as per schedule attached therein).

3. That as per the Allotment Letter, the Original Plot was allotted to the Company for a total price of Rs. 17,31,00,000/- (Seventeen Crore and Thirty One Lakhs Rupees Only). It is pertinent to note here that the offer invitation stipulated that upon payment of 30% (thirty percent) of the total consideration, GNIDA shall transfer the possession of the Original Plot to the Company.
4. That, subsequent to the receipt of the letter, the Company made payment of the allotment money on 06.06.2008. In fact, GNIDA vide its letter dated 08.06.2010 acknowledged that payments (until that period of time) had been duly made by the Company and that were no dues as on the date of that letter. After having made the full payment towards allotment money, the Company repeatedly requested GNIDA for sharing the lease plan and handing over the possession of the Original Plot as per the terms of the Allotment Letter.
5. However, GNIDA was unable to develop any basic infrastructure for the Project such as approach roads, sewage plans or demarcation of the Original Plot. Due to its severe failures, GNIDA was unable to transfer any possession to the Company despite repeated requests and reminders from the Company. It is herein submitted that the Company was always in full compliance with the terms and conditions of the allotment letter.
6. It is herein brought to your attention that the Hon'ble High Court of Allahabad in the matter of *Eldeco Infrastructure Pvt. Ltd. v. State of UP and Ors.* vide its order dated 25.07.2013 quashed GNIDA's order of cancelling an allotment and held that "the insistence of GNIDA in asking the petitioner [buyer / allottee] to

Q2

82.



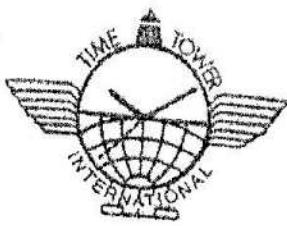
Time Tower International Pvt. Lt

REGD. OFFICE : 3618, SUDERSHAN MARY
CHAWRI BAZAR, DELHI-110 006 (IND)
TEL : 28833240 • FAX : 91-11-232721

deposit money without even demarcating or identifying the plot and without providing infrastructure development in the area does not appear to be justified".

7. That, without transferring (or even offering) the actual possession of the Original Plot to the Company, GNIDA, vide its letter dated 24.06.2013 requested the execution of a lease deed for the Original Plot. It is pertinent to note here that as per the terms of the offer invitation and the draft lease deed, the date of execution of lease deed is deemed as the date of handover of actual physical possession of property, and therefore other various obligations of parties become operative from the date of execution of the lease, such as payment of lease rent, construction and approval obligations etc.
8. The Company vide letters dated 26.07.2013 and 02.08.2013 duly brought to the attention of GNIDA that no infrastructure has been developed and actual physical possession has not been offered due to delays attributable to GNIDA. The Company further informed that, even though it has been willing to comply with its obligations, execution of lease deed without demarcation or handover of physical possession of the Original Plot will be highly prejudicial and damaging to the Company.
9. That the Company was always in full compliance of the terms of the Allotment Letter, and had made payment in excess of the allotment money to GNIDA in respect of the Original Plot. The factum of the Company's compliance at all times and of GNIDA's repeated failures were brought to the notice of GNIDA vide various letters of the Company. That GNIDA was aware of the unjust nature of its acts, and therefore never responded to such letters of the Company.
10. That due to such omissions and acts of GNIDA in respect of the Original Plot in the Project, the Company had no option but to seek allotment of an alternate plot. The Company had made repeated requests of allotment of a property where

83.



Time Tower International Pvt. Ltd

REGD. OFFICE : 3618, SUDESHAN MARK
CHAWRI BAZAR, DELHI-110 006 (IND)
TEL : 28833240 • FAX : 91-11-232720

minimum and basic infrastructure was developed. It was finally on 25.01.2017 that GNIDA accepted the Company's request and made an allotment of the Alternate Plot (as defined above).

11. That, in January 2015 it came to the attention and knowledge of the Company that during the year 2014, GNIDA had already made a sale / transfer of the original Plot to some third party. While the said Plot was still allotted in the name of the Company and regular demands for payment of instalments were being raised, the GNIDA had no right to sell / transfer the Plot to any other person. This act of GNIDA further shows the failures and malice on its part. All demands raised in respect of this Plot are evidently unjustified.
12. That soon after the allotment of the Alternate Plot on 25.01.2017, the Company received the Defaulter Notice from GNIDA on 22.06.2017. However, in light of the above submissions, it is brought to your attention that:
 - a. The Company has already made payment of Rs. 5,76,66,050/- (Rupees Five Crores Seventy Six Lakhs Sixty Six Thousand and Fifty Only) out of the total revised consideration of Rs.12,98,25,000/- (Rupees Twelve Crores Ninety Eight Lakhs Twenty Five Thousand Only) in respect of the Original Plot. That is, the Company has already made payments of 44.418% of the total consideration with receiving physical possession of any property; and
 - b. There were no delays on the part of the Company in making such payments. The factum of such timely payments was acknowledged by GNIDA vide its letter dated 08.06.2010; and
 - c. The Company was and has been willing to perform its obligations under the transaction; and



Time Tower International Pvt. Ltd

REGD. OFFICE : 3618, SUDERSHAN MARKET
CHAWRI BAZAR, DELHI-110 006 (INDIA)
TEL : 28833240 • FAX : 91-11-2327200

- d. There have been severe delays in the allotment of the Original Plot to the Company on the part of GNIDA. Further, as per the order of the Hon'ble High Court of Allahabad in the *Eldeco Case* (supra), GNIDA could not have offered allotment of the Original Plot without developing minimum infrastructure for the Project; and
 - e. Due to such failures on part of GNIDA, there never arose any occasion of justified demands from GNIDA in respect of the Original Plot. Therefore, the Company has never been in default in respect of payment of principal or interest amounts; and
 - f. While the allotment of the Original Plot in favour of the Company was valid, GNIDA transferred the physical possession of the same to a third party, therefore GNIDA has no right in seeking any payment or interest in respect thereof; and
 - g. The allotment of this Alternate Plot was made in favour of the Company due to the failure of the GNIDA in not handing over possession of the Original Plot by making proper demarcation thereof.
13. It is therefore further submitted that the Company cannot be said to be in violation of any terms of allotment whatsoever. Further, the Company cannot be said to have any dues or pending payments in respect of instalments or interest amounts. Since payments in excess of the stipulated allotment money have already been made in a timely manner by the Company, and in light of failure of GNIDA in delivering the actual possession of the Original Plot, it was incumbent in the interest of justice and equity that the Alternate Plot was allotted to the Company.



Time Tower International Pvt. Ltd.

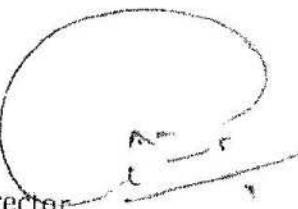
REGD. OFFICE : 3618, SUDERSHAN MARKET
CHAWRI BAZAR, DELHI-110 006 (INDIA)
TEL : 28833240 • FAX : 91-11-23272000

14. That allotment of the Alternate Plot was made in favour of the Company only on 25.01.2017 due to the failures of GNIDA, as aforesaid. Further, no payment plan in respect of the Alternate Plot has been shared with the Company yet. Therefore, the Company cannot be said to be a defaulter in terms of the Defaulter Notice and, no liability in terms of default in payment of principal or interest, arise against the Company.

15. In light of the above, the Company hereby request you to:
 - a. Withdraw the Defaulter Notice of 22.06.2017 with immediate effect; and
 - b. Withdraw the levy of any penalty or penal interest on the Company; and
 - c. Share the details of the Alternate Plot with the Company, including dimensions and lease plan and to execute and register the Lease Deed etc.;and
 - d. Formulate and share a revised payment plan in respect of the Alternate Plot without any demands of interest; and
 - e. Handover the physical possession of the Alternate Plot at the earliest.

Sincerely,

For M/s. Times Tower International Pvt. Ltd.,



Director

(Ashok Gupta)

86.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (14)

IN

CIVIL MISC. WRIT PETITION NO. _____ OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

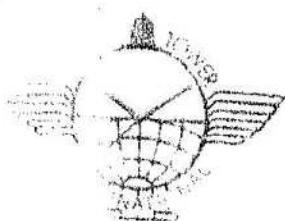
VERSUS

State of U.P. and others

.... Respondents

87.

ANNEXURE - 11



Time Tower International Pvt. Ltd.

REGD. OFFICE : 3618, SUDERSHAN MARKET
CHAWRI BAZAR, DELHI-110 006 (INDIA)
TEL : 28833240 • FAX : 91-11-23272000

Date: 30.08.2017

Chief Executive Officer
Greater Noida Industrial Development Authority
Plot No. 1, Knowledge Park - 04,
Greater Noida City, Gautam Budha Nagar District
Uttar Pradesh

SUBJECT:- REQUEST FOR 'ZERO PERIOD' LEASE PLAN AND PHYSICAL
POSSESSION

RE: PLOT NO. 7 (SIZE 81000 SQ.MTR.), TECH ZONE-II, GREATER NOIDA
(HEREIN CALLED THE "ORIGINAL PLOT")

PLOT NO. 26-29 AT KNOWLEDGE PARK -05, GREATER NOIDA, (HEREIN
CALLED THE "ALTERNATE PLOT")

Dear Sir,

In continuation with our previous letters made time to time for the Captioned (Original/Alternate) plot, it is submitted as follows:

1. That vide the offer invitation dated 13.07.2007, Greater Noida Industrial Development Authority ("GNIDA") invited applications for purchase and allotment of land for establishment of IT & ITES and Biotech Park (herein called the "Project"). Pursuant to such offer, M/s. Time Tower International Pvt. Ltd. (herein called "Company" or "TTI") sought allotment of a plot by way of an application dated 30.07.2007 (received by you on 31.07.2017) in the prescribed format along with requisite registration money.

2. That subsequent to the Company's application seeking allotment of land under the above-stated Project, GNIDA, vide its letter dated 11.03.2008 (herein called the "Allotment Letter") allotted Plot No. 7 (Size 81000 sq.m.), Tech Zone-II, Greater Noida (herein called the "Original Plot") to the Company. The Allotment Letter further sought the Company's compliance with other terms of allotment (including the payment as per schedule attached therein).
3. That as per the Allotment Letter, the Original Plot was allotted to the Company for a total price of Rs. 17,31,00,000/- (Seventeen Crore and Thirty One Lakhs Rupees Only). It is pertinent to note here that the offer invitation stipulated that upon payment of 30% (thirty percent) of the total consideration, GNIDA shall transfer the possession of the Original Plot to the Company, which was duly paid in time.
4. That, subsequent to the receipt of the letter, the Company made payment of the allotment money on 06.06.2008. In fact, GNIDA vide its letter dated 08.06.2010 acknowledged that payments (until that period of time) had been duly made by the Company and that there were no dues as on the date of that letter. After having made the full payment towards allotment money, the Company repeatedly requested GNIDA for sharing the lease plan and handing over the possession of the Original Plot as per the terms of the Allotment Letter.
5. That the Company has already made payment of Rs. 5,76,66,050/- (Rupees Five Crores Seventy Six Lakhs Sixty Six Thousand and Fifty Only) out of the total revised consideration of Rs.12,98,25,000/- (Rupees Twelve Crores Ninety Eight Lakhs Twenty Five Thousand Only) in respect of the Original Plot. That is, the Company has already made payments of 44.418% of the total consideration (without receiving physical possession of plot.)
6. However, GNIDA was unable to develop any basic infrastructure for the Project such as approach roads, sewage plans or demarcation of the Original Plot. Despite of repeated requests and reminders from the Company, GNIDA was

It is herein submitted that the Company was always in full compliance with the terms and conditions of the allotment letter.

7. That, without transferring (or even offering) the actual possession of the Original Plot to the Company, GNIDA, vide its letter dated 24.06.2013 requested the execution of a lease deed for the Original Plot. It is pertinent to note here that as per the terms of the offer invitation and the draft lease deed, the date of execution of lease deed is deemed as the date of handover of actual physical possession of property, and therefore other various obligations of parties become operative from the date of execution of the lease, such as payment of lease rent, construction and approval obligations etc.
8. The Company vide letters dated 26.07.2013 and 02.08.2013 duly brought to the attention of GNIDA that no infrastructure has been developed and actual physical possession has not been offered due to delays attributable to GNIDA. The Company further informed that, even though it has been willing to comply with its obligations, execution of lease deed without demarcation or handover of physical possession of the Original Plot will be highly prejudicial and damaging to the Company.
9. That the Company was always in full compliance of the terms of the Allotment Letter, and had made payment in excess of the allotment money to GNIDA in respect of the Original Plot. The factum of the Company's compliance at all times and of GNIDA's repeated failures were brought to the notice of GNIDA vide various letters of the Company. That GNIDA was aware of the unjust nature of its acts, and therefore never responded to such letters of the Company.
10. That, in January 2015, it came to the attention and knowledge of the Company that during the year 2014 itself, GNIDA had already made a sale / transfer of the original Plot to some third party. While the said Plot was still allotted in the name of the Company, the GNIDA had no right to sell / transfer the Plot to any other person. This act of GNIDA further shows the failures and malice on its part. All demands raised in respect of this Plot are evidently unjustified.

approximately 60000 sq. mtr. land was sold/ allotted and delivered to Bennett University and only 21000sq.mtr. of the land was left which was of no use for our project.

11. That due to such omissions and acts of GNIDA in respect of the Original Plot in the Project, the Company had no option but to seek allotment of an Alternate Plot. The Company had made repeated requests for allotment of a property where minimum and basic infrastructure was developed. It was finally on 25.01.2017 that GNIDA accepted the Company's request and made an allotment of the Alternate Plot No. 26-29 at K.P.-05 (as defined above).

12. That even till date we have not been provided with the lease plan of the Alternate Plot.

13. In the light of facts that GNIDA failed to provide infrastructure, physical possession of the Original Plot and allotted the Original Plot on its own to somebody else & even till date failed to provide the lease plan of the Alternate Plot and other facts and circumstances stated above, the company hereby seeks as following:

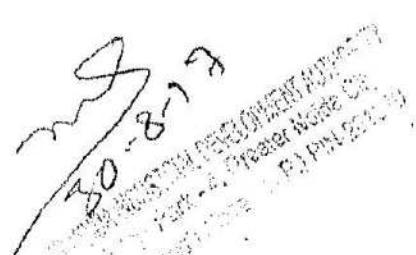
- a. To consider the period from the 'date of allotment' of Original Plot (from March 2008) to the date of execution of lease plan/physical possession of Alternate Plot as 'Zero period'.
- b. To provide lease plan of the **Alternate Plot** for execution.
- c. To provide physical possession of the Alternate Plot.
- d. To provide revised payment plan.

Sincerely,

For M/s. Times Tower International Pvt. Ltd.,

Director

Vijay Kumar Gupta



91.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (12)

IN

CIVIL MISC. WRIT PETITION NO. OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta,

..... Petitioner

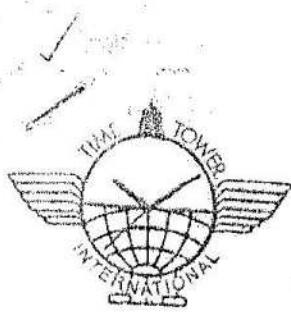
VERSUS

State of U.P. and others

..... Respondents

92

ANNEXURE - 12



Time Tower International Pvt. Ltd.

REGD. OFFICE : 3618, SUDERSHAN MARKET
CHAWRI BAZAR, DELHI-110 006 (INDIA)
TEL : 28833240 • FAX : 91-11-23272000

GNIDA/TTI/KP5/2

Dated: 18.10.2017

To,

28/10/17

The Chief Executive Officer
Greater Noida Industrial Development Authority
Plot No. 1, Knowledge Park - 04,
Greater Noida City, Gautam Budha Nagar District
Uttar Pradesh

SUBJECT:- RESPONSE TO YOUR DEFALTER NOTICE

RE: PLOT NO. 7 (SIZE 81000 SQ.MTR.), TECH ZONE-II, GREATER
NOIDA (HEREIN CALLED THE "ORIGINAL PLOT")
PLOT NO. 26-29 AT KNOWLEDGE PARK -05, GREATER NOIDA,
(HEREIN CALLED THE "ALTERNATE PLOT")

Dear Sir,

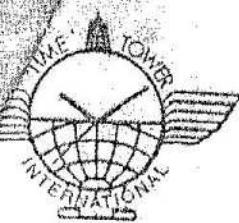
Kindly refer to your IT Defaulter list as on 22.09.2017 posted on your website under the scheme name IT/TES.

On Serial No.27, Allotment No. ITP0400011 in the name of M/s Time Tower International Pvt. Ltd., Sector Tech Zone-II plot no. 7, you are mentioning total defaulted amount as Rs. 23, 33, 95,084.40.

Please find enclosed herewith our reminder dated 27.09.2017 of our letter GNIDA/TTI/KP5/1 dated 14.09.2017, our letter dated 30.09.2017 & 15.09.2017, these letters may be taken as part and parcel of our response to your Defaulter Notice and is not repeated here for the sake of brevity.

Kindly note that your Defaulter list is still mentioning our plot in Tech zone-II, although you have already sold/transferred the Tech Zone-II plot to some 3rd party without our knowledge and consent and made the Allotment of alternate plot in KP5 to us only on 25.01.2017.

93



Time Tower International Pvt. Ltd.

REGD. OFFICE : 3618, SUDERSHAN MARKET
CHAWRI BAZAR, DELHI-110 006 (INDIA)
TEL: 28833240 • FAX: 91-11-23272000

In the light of above submissions, it is requested:

- i. To withdraw the show cause notice with immediate effect and not to start any proceedings against us;
- ii. To withdraw adverse Defaulter Notices with immediate effect;
- iii. To withdraw the levy of any penalty or penal interest on the Company;
- iv. To consider the period from the 'date of allotment' of Original Plot (From March 2008) to the date of execution of lease plan/physical possession of Alternate Plot as 'Zero period'.
- v. To provide lease plan of the Alternate Plot for execution
- vi. To provide physical possession of the Alternate Plot.
- vii. ✓ To provide revised payment plan.

Sincerely,

For M/s. Times Tower International Pvt. Ltd.,

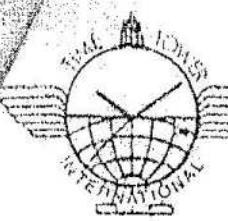
(Ashok Gupta)

Director

CC to: The Senior Executive, I.T.

Encl:-

1. Letter dated 27.09.2017
2. Letter dated 14.09.2017
3. Letter dated 30.08.2017
4. Letter dated 15.07.2017



Time Tower International Pvt. Ltd.

REGD. OFFICE : 3618, SUDERSHAN M.
CHAWRI BAZAR, DELHI-110 000
TEL : 28833240 • FAX : 91-11-23

27/9/17

To,
C E D
GNIDA

A humble reminder to this letter

GNIDA/TTI/KP5/1

Date: 14.09.2017

To,

Shri Yogendra Sinha Senior Manager (I.T.),
Greater Noida Industrial Development Authority
Plot No. 1, Knowledge Park- 04,
Greater Noida City, Gautam Budha Nagar District
Uttar Pradesh.

SUBJECT- REPLY TO YOUR SHOW-CAUSE DATED 28.08.2017

RE: PLOT NO. 7 (SIZE 81000 SQ.MTR.), TECH ZONE-II, GREATER
NOIDA (HEREIN CALLED THE "ORIGINAL PLOT")
PLOT NO. 26-29 AT KNOWLEDGE PARK -05, GREATER NOIDA,
(HEREIN CALLED THE "ALTERNATE PLOT")

Dear Sir,

With reference to your letter no. G.N.I.T./2017/5556 dated 28-08-2017, it is submitted as following:

1. That response to your Defaulter Notice No. G.N.I.T./2017/2216 dated 22.06.2017, we have already submitted our representation dated 15.07.2017 received by your office on 17.7.2017.
2. That we have submitted our letter 'Request for Zero Period Lease Plan and Physical Possession' dated 30.08.2017.
3. That the content of the above two letters (dated 15.07.2017 and 30.08.2017) submitted to your office, can be considered as reply to your show-cause notice. (copies enclosed)
4. In the light of above submissions, it is requested to:

- i. To withdraw the show cause notice with immediate effect and not to start any proceedings against us;
- ii. To withdraw Defaulter Notice dated 22.06.2017 with immediate effect;
- iii. To withdraw the levy of any penalty or penal interest on the Company;
- iv. To consider the period from the 'date of allotment' of Original Plot (From March 2008) to the date of execution of lease plan/physical possession of Alternate Plot as 'Zero period'.
- v. To provide lease plan of the Alternate Plot for execution.
- vi. To provide physical possession of the Alternate Plot.
- vii. To provide revised payment plan.

Sincerely,

For M/s. Time Tower International Pvt. Ltd.

Director

(Ashok Gupta)

Encl:-

- 1. Letter dated 15.07.2017
- 2. Letter dated 30.08.2017

27-9-17
GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
1. Knowledge Park - 4, Greater Noida City
Distt.-Gautambudh Nagar (U.P.) PIN-201310

96.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. 13

IN

CIVIL MISC. WRIT PETITION NO. OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta,

..... Petitioner

VERSUS

State of U.P. and others

.... Respondents

ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण,

भूखण्ड संख्या-01, सैकटर-नॉलेज पार्क-4,
ग्रेटर नौएडा सिटी, जिला-गौतमबुद्ध नगर, उत्तर प्रदेश।

पत्रांक-आई.टी./आई.टी.पी.-80/2018/२७७५

दिनांक:- २३/१/2018

सेवा में,

M/s. Time Tower International Pvt.Ltd,
3618, Sudershan Market,
Chawri Bazar, Delhi-110006.

विषय:- सूचना प्रौद्योगिकी हेतु आवंटित भूखण्ड संख्या-26, 27, 28, 29, सैकटर-नॉलेज पार्क-5, ग्रेटर नौएडा के पट्टा प्रलेख निष्पादन के संबंध में।

महोदय,

कृपया उपरोक्त सूचना प्रौद्योगिकी हेतु आवंटित भूखण्ड आवंटन पत्र दिनांक 11.03.2008 का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा आपके पक्ष में आई.टी. एवं आई.टी.ई.एस. के लिये 90 वर्ष के पट्टे पर भूखण्ड संख्या-07, सैकटर-टेकजोन-02, ग्रेटर नौएडा आवंटित किया गया था। प्राधिकरण के पत्र दिनांक 25.01.2017 के द्वारा उक्त भूखण्ड के स्थान पर भूखण्ड संख्या-26, 27, 28, 29, सैकटर-नॉलेज पार्क-5, ग्रेटर नौएडा रिएलोकेट किया गया है।

I.	आवंटित क्षेत्रफल	81000 वर्गमीटर
	क्षेत्रफल लीज प्लान के अनुसार	81867 वर्गमीटर
	बढ़ा हुआ क्षेत्रफल	867 वर्गमीटर
	बढ़े हुए क्षेत्रफल आकार की धनराशि	18,52,814/-
II.		इसके साथ ही लीजडीड के हेतु आपको दो विकल्प उपलब्ध होंगे-

प्रथम विकल्प स्टाम्प शुल्क देने पर

क) लीजडीड की शर्तों सहित प्रारूप संलग्नक-क पर उपलब्ध है, जिसमें क्रियाशीलता हेतु 7 वर्ष उपलब्ध होंगे।

द्वितीय विकल्प:- स्टाम्प शुल्क में 100 प्रतिशत छूट लेने पर

- क) रुपये 100/- का नॉन जुड़ीशियल स्टाम्प पेपर।
- ख) एग्रीमेन्ट रुपये 100/- के स्टाम्प पेपर पर प्रारूप संलग्नक-ख पर उपलब्ध है।
- ग) लीजडीड की शर्तों सहित प्रारूप संलग्नक-ग पर उपलब्ध हैं, जिसमें क्रियाशीलता हेतु शिक्के 5 वर्ष का समय अनुमत्य होगा।

- घ) Undertaking रूपये 10/- के स्टाम्प पेपर पर प्रारूप-ध पर संलग्न।
 झ) निबन्धन शुल्क, देय स्टाम्प लघूटी एवं निर्धारित 18 प्रतिशत ब्याज प्रति वर्ष से 5 वर्ष के समतुल्य धनराशि की बैंक गारण्टी ब्याज के समतुल्य धनराशि की बैंक गारण्टी।

नोट:- दोनों विकल्पों से सम्बन्धित सम्पूर्ण शर्तों को देखने के लिये योजना ब्रोशर के प्रत्यरूप-N देखें।

III. उपरोक्त के अतिरिक्त प्रपत्र व देयता निमानुसार होंगे:-

1. एकमुश्त लीज रेन्ट (कुल प्रीमियम का 27.5 प्रतिशत) रूपये 3,60,84,068/-
 अथवा

प्रतिवर्ष अग्रिम देय लीजरेंट (कुल प्रीमियम का 2.5 प्रतिशत) रूपये 32,80,370/-

(2) पट्टा प्रलेख निष्पादन शुल्क रूपये 500/-

✓ 3. संस्था के अंशधारकों की सूची, चार्टड एकाउन्टेन्ट द्वारा प्रभागित।

✓ 4. संस्था के निदेशक मण्डल की सूची, चार्टड एकाउन्टेन्ट द्वारा प्रभागित

✓ 5. पट्टा प्रलेख निष्पादन हेतु संस्था के निदेशक मण्डल का प्रस्ताव एवं सक्षम प्राधिकारी के हित में शक्तियों का प्रतिनिधायन।

✓ 6. संस्था की कॉमन सील लगाने हेतु निदेशक मण्डल का प्रस्ताव।

7. प्राधिकृत व्यक्ति का रखयं का धोषणा पत्र रूपये 10/- के स्टाम्प पेपर पर नोटरी द्वारा सत्यापित।

✓ 8. संस्था की कॉमन सील।

✓ 9. प्राधिकृत व्यक्ति के पद नाम की खण्डसील।

(10) प्राधिकृत व्यक्ति के बैंक/प्रथम श्रेणी राजपत्रित अधिकारी द्वारा प्रभागित हस्ताक्षर एवं पासपोर्ट आकार के पॉच फोटोग्राफ।

A/46 (11) पंजीकरण शुल्क जोकि सब रजिस्ट्रार कार्यालय में देय होगा, 20100/-

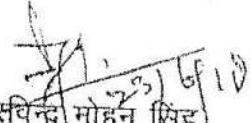
✓ 12. मेमोरांडम ऑफ आर्टिकल्स एण्ड एसोसिएशन की प्रति।

(13) बिल्डिंग बायलॉज चार्ज रूपये 250/-

कृपया पत्र जारी होने की तिथि से 30 दिन के अन्दर भूखण्ड का पट्टा प्रलेख निष्पादन कराने का काष्ट करें अन्यथा प्राधिकरण के नियमों के अनुसार दण्डशुल्क देय होगा। साथ ही उपर्युक्त वर्णित स्टाम्प की गणना की पुष्टि सब रजिस्ट्रार, ग्रेटर नौएडा कार्यालय से करा लें। स्टाम्प की अधिकता व कमी की दशा में प्राधिकरण का कोई दायित्व नहीं होगा।

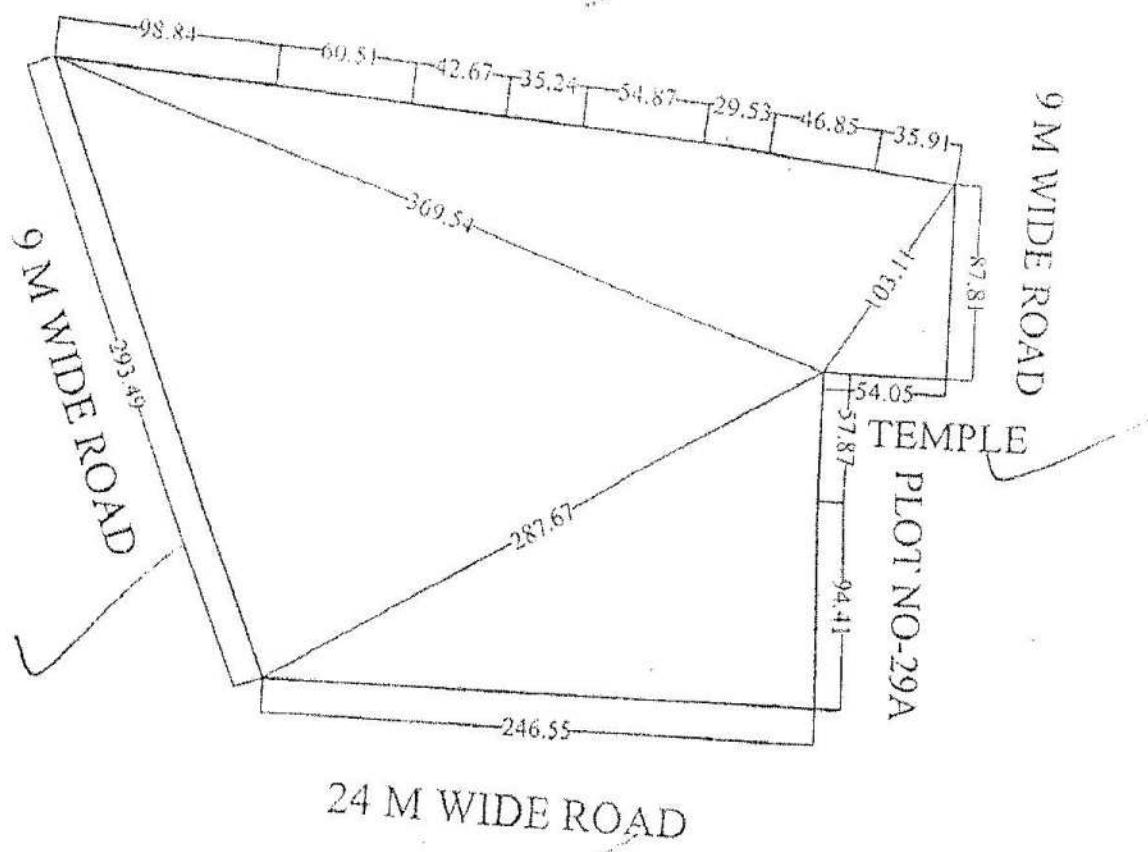
संलग्नक:- उपरोक्तानुसार।

मरवीय


 (अस्सिसेन्ट मोहन सिंह)
 वरिष्ठ कार्यपालक (आई0टी0)

99.

GREEN BELT



REVISE LEASE PLAN

SIGN-	SIGN-			
POSSESSION TAKEN OVER	POSSESSION HANDED OVER	ASST MANAGER	MANAGER	SR. MANAGER
LEASE PLAN FOR PLOT NO-26,27,28 & 29 OF SECTOR-KP-5 GREATER NOIDA	PROJ. DEPTT. LAND DEPTT. LAW DEPTT. PLNG. DEPTT.	10/04/2018 S.K. A.L.O. SR. DRAFTSMAN	10/04/2018 N. TEHSILDAR Q.F. MANAGER	10/04/2018 TEHSILDAR R. SR. EXECUTIVE

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (14)

IN

CIVIL MISC. WRIT PETITION NO. _____ OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

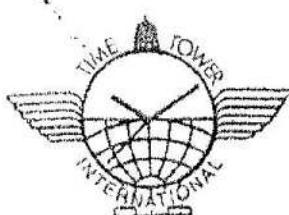
Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others Respondents

101



Time Tower International Pvt. Ltd

REGD. OFFICE : 3618, SUDERSHAN MARK
CHAWRI BAZAR, DELHI-110 006 (IND)
TEL : 28833240 • FAX : 91-11-232720

Date. 23.07.2018

To,
The Senior Manager (IT)
Greater Noida, GNIDA
Plot No.-1 Tech Zone-V
Greater Noida-UP,

Ref: - Your letter no. IT/ITP-80/2018/2775 Dt. 23-06-2018 regarding Plot No. 26,27,28,29 Sector - Knowledge Park-5, Area 81867 Sq Metre

Dear Sir,

Please refer to above mentioned letter we submit below

1. Share holding pattern duly certified by C.A
2. List of Director duly certified by C.A
3. Board Resolution for appointing Mr. Ashok Kumar Gupta to Execute all documents related above mentioned allotment.
4. Board resolution authorizing Ashok Kumar Gupta to use common seal of company.
5. Verification of signature duly attached from bank
6. Memorandum of Article of Time Tower International Pvt. Ltd.

Further to all above, enclosing therewith requisite documents etc., as was desired by you in your letter bearing No. IT/ITP-80/2018/2775 dated 23.06.2018 for registration of lease deed in respect of Plot No. 26, 27, 28, 29, Sector-Knowledge Park-05, Greater Noida (herein "Alternate Plot") allotted to us.

Notwithstanding the documents/fees etc., submitted in your office, as stated herein above, we submit herewith the followings facts, which needs GNIDA immediate action, before execution and registration of lease deed;

- i. GNIDA had allotted Plot No. 7, Sector-Techzone-02, Greater Noida (herein "Original Plot"), vide allotment letter dated 11.03.2008.

[Signature]

Cont. -2

(2.)

23.07.2018

- ii. It was one of the conditions of allotment that 30% of the cost of the Original Plot was to be completed/paid within 30 days of the allotment and the balance 70% of the cost was payable in 12 half yearly installments. It was also mentioned that on payment of 30%, possession of the Original Plot is to be given and lease deed in respect thereof was to be executed.
- iii. We had paid 30% of the cost of the Original Plot within time amounting to Rs. 5,19,30,000/-.
- iv. GNIDA, however, failed to handover possession of the Original Plot and to execute lease deed in respect thereof, since no infrastructure development, both internal and external, was carried out in the Sector- Techzone.
- v. Later on, vide letter dated 25.01.2017, Alternate Plot was allotted.
- vi. We now have been asked, vide letter dated 23.06.2018 to execute and register the lease deed without considering our request, made to the GNIDA vide letter dated 30.08.2017 to consider the period from the date of allotment of Original Plot from March 2008 to the date of execution of lease plan/physical possession of Alternate Plot as Zero Period.
- vii. It is submitted that unless the aforesaid request for grant of Zero Period, as stated above. It would not be possible to calculate the proper stamp duty on the lease deed. Apart from this, we were granted 25% Mega Scheme Discount, while allotting the Original Plot. It is observed that, while allotting the Alternate Plot the area has been increased to 867 Sq. Mtrs. attracting additional amount of Rs. 18,52,814/- and no discount has been given.
- viii. GNIDA, as per his office order dated 09.02.2018, has been considering the facts on case to case basis. GNIDA, has earlier also in view of his board meeting dated 14.12.2015, has considered and granted Zero Period on such cases where GNIDA, has not been able to handover physical possession of the allotted Plot. In this connection, GNIDA, v.de its office order dated 28.03.2016, has granted Zero Period to the allottees of Ecotech-11.
- ix. GNIDA, may appreciate that in view of the above submission, we are entitled to grant of Zero Period from the date of allotment of Original Plot to the date of execution of lease plan/physical possession of the Alternate Plot. As such, we are not entitled to pay any amount on account of interest/penalty.

(3.)

23.07.2018

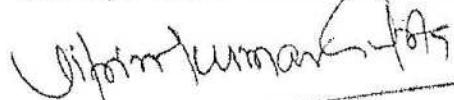
We, therefore, by virtue of this communication request you to immediately consider our submission and grant Zero Period from the date of allotment of Original Plot to the date of execution of lease plan/physical possession of the Alternate Plot and provide us revised payment plan. This will help to determine the correct levy of stamp duty on lease deed.

Needless to submit that, meanwhile the execution of lease deed may be kept in alliance without levy of any penalty as mentioned in your letter dated 23.06.2018.

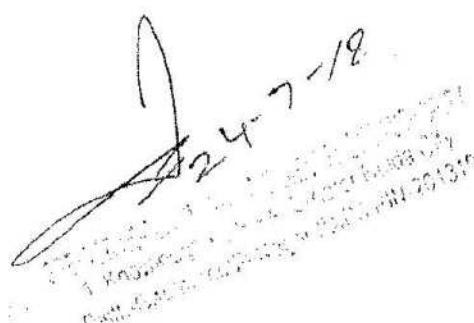
Thanking you,

Submitted By:

For M/s Time Tower International Pvt. Ltd.



Director
(Vipin Gupta)



24-7-18

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. 15

IN

CIVIL MISC. WRIT PETITION NO. OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others

... Respondents

105.



A ANNEXURE-150/c *

Time Tower International Pvt. Ltd

REGD. OFFICE : 3618, SUDERSHAN MARKET
CHAWRI BAZAR, DELHI-110 006 (INDIA)
TEL : 28833240 • FAX : 91-11-2327206

BY HAND

22nd May 2019

To,
Sh. Narendra Bhooshan, CEO
Greater Noida Industrial Development Authority (GNIDA)
Greater Noida City, Gautam Buddha Nagar District, (U.P.)

SUBJECT: ALLOTMENT LETTER DATED 11.03.2008 IN RESPECT OF PLOT NO. 07
TECH ZONE-II, (SIZE 81000 SQ. MTR.) GREATER NOIDA ("ORIGINAL
PLOT") AND RELOCATION OF ORIGINAL PLOT TO PLOT NO. 26-27-28-
29 AT KNOWLEDGE PARK-05, GREATER NOIDA ("ALTERNATE PLOT")
VIDE LETTER DATED 25.01.2017

Dear Sir,

We record our sincere thanks for the personal hearing held on 03.05.2019, pursuant to your Letter No. GR.NOD./IT/2019/2952 dated 25.04.2019, wherein Sh. Anil Kumar Sharma, Deputy General Manager, (IT) and other GNIDA officials were present. In view of our submissions, your goodself, assured us to consider the period from the date of allotment of Original Plot to the date of re-allotment of Alternate Plot as "Zero Period".

2. After the aforesaid hearing, we visited the site of Alternate Plot, and noticed the following encroachments:
 - (i) Area measuring appx. 202 mtr x 100 mtr (marked as "A", contains 'Bhatta' and cultivated land);
 - (ii) Area measuring appx. 82 mtr x 87 mtr (marked as "B", also contained cultivated land); and
 - (iii) Area appx. 9 mtr. going through the Alternate plot leading to a Temple (Mandir) is being used by local Villagers. We were assured that the route to the Temple will be altered and the same shall be moved outside the Alternate Plot for which a new road will be made by GNIDA. However, developing an alternate road outside the plot and dismantling of the current road has not been carried out, till date.

The above encroachments are shown in the combined Map 'M1' (combination of map 'A1' as per GNIDA and map 'G1' as taken from Google on 09.05.2019) in the 'Annexure 1' hereto.

3. As communicated through previous letters, firstly, for want of basic infrastructure, physical possession of the Original Plot was not given, and without our knowledge the same is allotted to 'Bennett University' and secondly, even till date, the physical possession of the Alternate Plot of 81867sqm., as per the 'Lease Plan' provided to us vide letter S.No. IT/ITP-KO/2018/2775) dated 23.06.2018, is not being handed over.

We, once again, hereby respectfully request you to consider/direct:

- a) Grant 'Zero Period' from the 'date of allotment' of Original Plot (from March 2008) to the date of execution of lease plan/physical possession of Alternate Plot and issue the payment plan accordingly; and

106.



Time Tower International Pvt. Ltd.

REGD. OFFICE: 3618, SUDERSHAN MARKET
CHAWRI BAZAR, DELHI-110 002 INDIA
TEL: 28833240 • FAX: 91-11 23272000

We are also enclosing herewith some photographs of the site of the Alternate Plot (bearing S.No. 001/09.05.2019 to 030/09.05.2019) all taken on 09.05.2019 along with this letter for kind perusal.

We, on hearing the above, shall execute and register the lease deed.

Your's Sincerely,

For M/s. Time Tower International Pvt. Ltd.

Rajeshwar Gupta

(Rajeshwar Gupta)

Director

M: 9818835555

Enclosed:

1. Maps M1, G1, A1 & Lease Plan (Annexure 1)
2. Photographs of site of Alternate Plot dated 09.05.2019 (Annexure Photo 1-3)

Cc:

1. General Manager (Project)

Rajeshwar Gupta
22nd May 2019

107..

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. 16

IN

CIVIL MISC. WRIT PETITION NO. OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

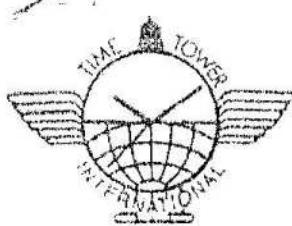
..... Petitioner

VERSUS

State of U.P. and others Respondents

108.

ANNEXURE - 16



Time Tower International Pvt. Ltd

REGD OFFICE : 3618, SUDERSHAN MARKET
CHAWRI BAZAR, DELHI-110 006 (INDI)
TEL : 28833240 • FAX : 91-11-2327201

15th July 2019

To

The CEO
Greater Noida Industrial Development Authority (GNIDA)
Greater Noida City
Gautam Buddha Nagar District, (U.P.)

RE: PLOT NO. 07 TECH ZONE-II, (SIZE 81000 SQ. MTR.) GREATER
NOIDA ("ORIGINAL PLOT") (GIVEN TO BENNETT COLEMAN
UNIVERSITY)
PLOT NO. 26-27-28-29 AT KNOWLEDGE PARK-05, GREATER NOIDA
("ALTERNATE PLOT")

SUB : REQUEST FOR COMPLIANCE OF DIRECTIONS FOR GRANTING
ZERO PERIOD AS PER PERSONAL HEARING ON 03.05.2019

Dear Sir,

Please refer to our various letters made time to time for the captioned (original/alternate) plot, for granting us zero period from the date of allotment of original plot to the date of execution of lease plan/physical possession of Alternate Plot.

1. We respectfully invite your kind attention, for assuring us 'zero period' in the personal hearing held in your office on 03.05.2019,
 - a. Since the aforesaid personal hearing, we have been following up with the concerned officials requesting them to process the file in accordance with the directions given by your good self to do the needful in 10 days.
 - b. A letter dated 22.05.2019 was submitted in your office in pursuant thereto.
 - c. We contacted ACEO on 27.05.2019 and were called again on 04.06.2019, which we followed. ACEO was kind enough to direct DGM (IT) as well as concerned other staff. We have been regularly visiting GNIDA concerned staff members, for instance, we visited them on 06.06.2019, 10.06.2019, 11.06.2019, 12.06.2019, 13.06.2019, 20.06.2019, 25.06.2019,

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08.07.2019, 11.07.2019 & 12.07.2019. Till date, we have not received any communication in line with the directions issued by your good self in the personal hearing.

2. Through our letter dated 22.05.2019, we brought your kind attention to the "existing temple road" from BSF to DPS school and encroachment on our plot. We annexed relevant photographs and maps as well. We request you to do the needful to make it free from all encumbrances.
3. It is also brought to your kind attention that our team is already working on a project, waiting for physical possession.

Now, by virtue of this communication, we beg to pray for your personal intervention in the matter so that the directions issued by your good self in the personal hearing held on 03.05.2019 are complied with.

You are further requested to grant us zero period till the date of execution of lease plan/physical possession.

Thanking You.

Your's Sincerely,

For M/s. Time Tower International Pvt. Ltd.

Rajeshwar Gupta
(Rajeshwar Gupta)
Director
M: 9818835555

25/7/19
Time Tower International Pvt. Ltd.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (17)

IN

CIVIL MISC. WRIT PETITION NO. OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

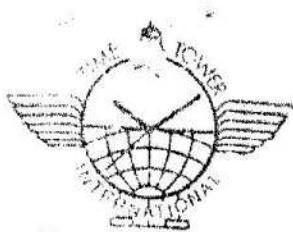
Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others

.... Respondents



ANNEXURE - 17

Time Tower International Pvt. Ltd.

REGD OFFICE : 3618, SUDERSHAN MARKET
CHAWRI BAZAR, DELHI-110 008 (INDIA)
TEL. 28833240 • FAX : 91-11-23272060

18 february 2020

To

The Chairman
Greater Noida Industrial Development Authority (GNIDA)
Greater Noida City
Gautam Buddha Nagar District, (U.P.)

M/s TIME TOWER INTERNATIONAL PVT LTD
PLOT NO. 26-27-28-29 AT K P-05, GREATER NOIDA (IT & ITES)

संक्षिप्त विवरण

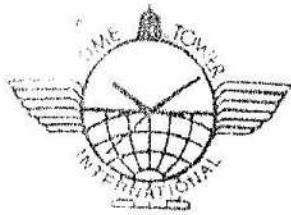
- प्राधिकरण द्वारा मार्च 2008 में 81000 sqm भूखण्ड NO. 07 TECH ZONE-II, GREATER NOIDA का आवंटन किया गया। आबंटी द्वारा जून 2008 में 30 % भुक्तान प्राधिकरण को कर दिया। अगस्त 2008 में लिए अनुरोध जो प्राधिकरण के पत्र द्वारा सूचित किया गया की "आज तक कोई देयता नहीं है।"
- जून 2010 में प्राधिकरण द्वारा जारी किया गया पत्र की "वर्तमान में उक्त भूखण्ड के सापेक्ष कोई देयता अवशेष नहीं है" आबंटी द्वारा मई 2012 में ब्याज की माफ़ी के लिए निवेदन किया व पत्र द्वारा सूचित किया गया कि अभी साइट विकसित नहीं हुई है और अन्य विकसित स्थान के लिए अनुरोध किया गया।
- प्राधिकरण द्वारा मई 2013 में लीज प्लान जारी किया गया वह भी इस नोट के साथ की "विकास कार्य प्रगति पर है।" प्राधिकरण द्वारा अक्टूबर 2013 देय किसी के लिए नोटिस जारी किया गया, जवाब में आबंटी द्वारा प्रस्तुति पत्र, इसके पश्चात आबंटी ने कोर्ट में रिट याचिका दायर की जिसका नंबर WRIT -C NO.-21147 of 2014, अप्रैल 2014 में कोर्ट का निर्णय "...ऐसा प्रतीत होता है कि उत्तरदाता प्राधिकरण याचिकाकर्ता द्वारा प्रस्तुत जवाब से संतुष्ट है और आगे कोई कार्यवाही प्रस्तावित नहीं है" इसके तदुपरांत, प्राधिकरण द्वारा एप्लीकेशन नं 370, सितम्बर 2014 के उक्त भूखण्ड बेनेट यूनिवर्सिटी को दे दिया गया।
- 2015, 2016 लगातार प्रयास के बाद जनवरी 2017 में प्राधिकरण द्वारा भूखण्ड संख्या-26, 27, 28 व 29 सेक्टर-नौलेज पार्क-05 में स्थानांतरित किया गया। प्राधिकरण द्वारा जून 2018 में लीज प्लान जारी किया गया, आबंटी द्वारा जिस के सभी पहले प्रलेख निष्पादन सम्बन्धित अतिरिक्त प्रपत्र व दस्तावेज़ जमा किये गए।
- मई 2019 सीईओ द्वारा निर्देश दिया : "डीजीएम(आई.टी.) जीरो पीरियड का तत्काल निस्तारण करवाते हुए अवशेष देयता से आबंटी को १० दिन में सूचित करें तथा लीज डीड निष्पादित करायें।" परन्तु प्राधिकरण अभी तक भी देयता नहीं बता पाया व भूखण्ड अतिक्रमण, सड़क स्थानांतरीत नहीं करा पाया।
- प्राधिकरण व आबंटी द्वारा विभिन्न पत्रों के माध्यम से समय-समय पर पत्राचार किया गया जिसका विस्तार ध्ययावाद से विवरण संलग्न पत्र प्राधिकरण में उपलब्ध है।

FOR TIME TOWER INTERNATIONAL PVT LTD

R. J. [Signature]
Director
संलग्न ऊपरोक्त अनुसार

19-2-2020
महानगरपालिका द्वारा
प्राधिकरण को
प्राप्ति की गयी।

YC



Time Tower International Pvt. Ltd.

REGD OFFICE 3618, SUDERSHAN MARKET
CHAWRI BAZAR, DELHI-110 006 (INDIA)
TEL. 28833240 • FAX 91-11-23272000

18 february 2020

To

The Chairman
Greater Noida Industrial Development Authority (GNIDA)
Greater Noida City
Gautam Buddha Nagar District, (U.P.)

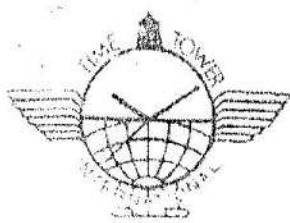
Reference :M/s TIME TOWER INTERNATIONAL PVT LTD
LOT NO. 26-27-28-29 AT KNOWLEDGE PARK-05, GREATER NOIDA ("ALTERNATE PLOT") February
2017 (IT & ITES)

आदरणीय महोदय,

हमारे विभिन्न पत्रों द्वारा समय-समय पर प्राधिकरण को अनुरोध किए, उनका विवरण निम्न है। पत्रावली पेज नं. प्राधिकरण में

पेज नं	तारीख	संक्षिप्त विवरण	प्राधिकरण स्कैनर संख्या(SS)/पत्रावली पेज नं.(C)
1-3	11/03/2008	प्राधिकरण द्वारा आवेदन : 81000Sqm	(SS405-407) (C283-285)
4-5	09/04/2008	आबंटि द्वारा भुगतान 17110000.00	(SS408,409) (C286,287)
6	07/06/2008	आबंटि द्वारा भुगतान 371809.00	(SS410) (C288)
7	07/06/2008	आबंटि द्वारा भुगतान 34620000.00	(SS411) (C289)
8	07/06/2008	आबंटि द्वारा भुगतान : 30% Rs 51930000.00	(SS413) (C290)
9	25/08/2008	आबंटि द्वारा लीज डीड निष्पादन के लिए अनुरोध	(SS415) (C292)
10	18/09/2008	आबंटि द्वारा शेष राशि के लिए अनुरोध	(SS420) (C297)
11	24/09/2008	प्राधिकरण द्वारा अदेय प्रगाण पत्र(no due)जारी किया	(SS422) (C299)
12	22/10/2008	आबंटि द्वारा मैगा इंवेस्टमेंट आवेदन 25%छूट	(SS425) (C301)
13-14	24/11/2008	प्राधिकरण द्वारा छूट के लिए अवगत कराया नया पेमेंट प्लान जारी किया	
15	10/02/2010	आबंटि द्वारा शेष किस्तें का अधिस्थान आवेदन	(SS 428-429)(C304-305)
16	08/06/2010	प्राधिकरण द्वारा जारी पत्र वर्तमान में भू खंड के सापेक्ष कोई देयता अवशेष नहीं है।	(SS430) (C306)
17	18/04/2011	प्राधिकरण द्वारा जारी पत्र गणना की सम्परीक्षा 2482503.00	(SS457) (C331)
18-19	02/05/2012	आबंटि द्वारा ब्याज की माफी निवेदन	(SS462) (C336)
20	02/05/2012	आबंटि द्वारा सूचित किया राइट विकसित नहीं हुई, विकसित स्थान के लिए अनुरोध :	(SS473,474) (C347,348)
21-22	12/10/2012	आबंटि द्वारा भुगतान राशि 2482503.00	(SS483) (C357)
23	31/01/2013	आबंटि द्वारा पुनः विकसित स्थान के लिए अनुरोध	(SS 465-466) (C339-340) (SS482) (C356)

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Time Tower International Pvt. Ltd.

RECD. OFFICE : 3618, SUDERSHAN MARKET
CHAWRI BAZAR, DELHI-110 008 (INDIA)
TEL : 28833240 • FAX : 91-11-23277700

पेज नं	तारीख	संक्षिप्त विवरण	प्राधिकरण स्कैनर संख्या(SS)/पत्रावली पेज नं.(C)
24-26	28/05/2013	5 साल बाद प्राधिकरण द्वारा लीज प्लान जारी करना वह भी with the note:	(SS467-469) (C341-343)
		"Development work in progress, lease plan of the sector is being prepared on urgent demand. area of plot may be increased & decrease after completion of site development"	
27-39	26/07/2013	आबंटि द्वारा भी सूचित कीया विकास कार्य नहीं हुआ है	(SS499-511) (C371-383)
40-42	02/08/2013	विकास कार्य नहीं हुआ है, आबंटि द्वारा फोटो, मैप इत्यादि जमा कराये गए	
43	23/08/2013	आबंटि द्वारा भुगतान राशि 1144605.56	(SS 544-546) (C402-404)
44	03/10/2013	प्राधिकरण द्वारा देय किस्तों के लिए नोटिस दिया गया	(SS547) (C405)
45-61	24/10/2013	आबंटि द्वारा नोटिस का विस्तार में जवाब दिया गया	(SS550) (C408)
62	11/04/2014	आबंटि कोर्ट में गया। WRIT -C NO.-21147 of 2014 कोर्ट ने आबंटि द्वारा नोटिस जवाब दिया सही गाना :	(SS595-612) (C452-468)
63	01/12/2014	आबंटि द्वारा पुनः विकसित स्थान के लिए अनुरोध	(SS629) (C484)
64-69	01/12/2014	प्राधिकरण के नवशे और नोट शीट के अनुसार प्लॉट बैनर विश्वविद्यालय को दिया गया, 07 TECH ZONE-II का स्थान बदल दिया, आकार प्रटाकर 5.18 एकड़ कर दिया	(SS613) (C469)
70-71	04/12/2014	PLOT NO. 07TECH ZONE-II आवंटन 2008के समय नवशे	(SS619-624)(C,475-479)
72	11/09/2015	आबंटि द्वारा पुनः विकसित स्थान के लिए अनुरोध	(SS614,615,) (C470,471)
73	22/02/2016	आबंटि द्वारा पुनः विकसित स्थान के लिए अनुरोध	(SS616) (C472)
74	25/01/2017	आवटी को प्राधिकरण द्वारा भूखण्ड संख्या-26 ,27,28 व 29 सैक्टर-नीलेज पार्क-05 में रथानांतरित किया गया	(SS626) (C481)
75	03/02/2017	आबंटि द्वारा शून्य काल अनुमत्य व लीज डीड निष्पादन के लिए अनुरोध	(SS635) (C491)
76	22/06/2017	प्राधिकरण द्वारा देय विश्वादन के लिए नोटिस दिया गया	(SS667) (C525)
77-82	15/07/2017	आबंटि द्वारा नोटिस का विस्तार में जवाब दिया गया	(SS669) (C500)
83	17/08/2017	आबंटि द्वारा लीज प्लान, पुनः निर्धारित किस्त व भौतिक कब्जे	(SS671-676) (C502-507)
84	28/08/2017	प्राधिकरण द्वारा कारण बताओ नोटिस	(SS683) (C514)
85-88	30/08/2017	आबंटि द्वारा शून्य काल अनुरोध, लीज प्लान व भौतिक कब्जे	(SS677) (C508)
89-90	14/09/2017	आबंटि द्वारा शून्य काल, लीज प्लान व भौतिक कब्जे पुनः अनुरोध	(C552-549)
91-92	18/10/2017	रिप्लाई डिफॉल्टर लिस्ट ऑन वेबसाइट 22-09-2017	(SS 704-705) (C532-533)
93-94	23/06/2018	1½ साल बाद प्राधिकरण द्वारा लीज प्लान जारी करना	(C600-599)
95-104	23/07/2018	आबंटि द्वारा पट्टा प्रलेख निष्पादन सम्बन्धित अतिरिक्त प्रपत्र व देयता दस्तावेज जमा कराये	(C635-636)
			(C662-671)

R.K.

पेज नं	तारीख	संक्षिप्त विवरण	प्राधिकरण स्कैनर संख्या(SS)/पत्रावली पेज नं.(C)
105	25/04/2019	प्राधिकरण द्वारा भूखण्ड पर परियोजना क्रियान्वयन के संदर्भ में CEO के साथ व्यक्तिगत सुनवाई	
106	3/05/2019	व्यक्तिगत सुनवाई-चैठक का कार्यवृत्त	
107-116	22/05/2019	आबंटि द्वारा CEO के साथ व्यक्तिगत सुनवाई के बाद साइट भूखण्ड संख्या-26,27,28 व 29 रोकटर-नौलेज पार्क-05 में विजिट किया। आबंटि द्वारा विवरण, फोटो व मैप इत्यादि जमा कराया गया। जिसमें वैकल्पिक भूखण्ड पर अतिक्रमण, दिल्ली पब्लिक स्कूल से BSF के लिए मार्ग है। आबंटि द्वारा प्रस्तावित वैकल्पिक मार्ग के बनने तक शून्य काल का अनुरोध	(C688-693)
117-118	15/07/2019	आबंटि द्वारा CEO को 03/05/2019 शून्य काल, अतिक्रमण, वैकल्पिक मार्ग के लिये पुनः अनुरोध	(C713-714)

इस कार्य को पूर्ण करने के लिए आबंटि द्वारा प्राधिकरण में लगातार मुलाकात व प्रयास किया तथा CEO, ACEO, DGM(IT) MANAGER (IT) व कर्मचारी (IT) से आगे लिखी तारीखे पर मिले। तारीख 7/5/2019, 9/5/2019, 14/05/2019, 22/05/2019, 27/05/2019, 28/05/2019, 4/6/2019, 6/6/2019, 10/6/2019, 11/6/2019, 12/6/2019, 13/06/2019, 20/06/2019, 25/06/2019, 8/7/2019, 11/7/2019, 12/7/2019, 15/07/2019, 01-08-2019, 14/08/2019, 12-09-2019, 17/09/2019, 26/09/2019, 01-10-2019, 04-11-2019, 05-11-2019, 06-11-2019, 14/11/2019.

12 वर्ष के उपरान्त भी आबंटि को अभी तक भूखण्ड नहीं मिला है।

अतः आप से अनुरोध किया जाता है कि आवंटन की तिथि से वैकल्पिक भूखण्ड पर

1. भौतिक कञ्चा दिये जाने का शून्य काल अनुमत्य किया जाये।
2. प्रस्तावित वैकल्पिक मार्ग (मौजूदा भूखण्ड पर दिल्ली पब्लिक स्कूल से BSF के लिए मार्ग है) के बनने तक
3. किस्तों का पुनः निर्धारण व
4. अतिक्रमण से मुक्त

धन्यवाद

FOR TIME TOWER INTERNATIONAL PVT LTD

Rajesh Kumar
Director

संलग्न : ऊपरोक्त अनुसार

15-07-2019
मुख्यमंत्री कार्यालय
नियन्त्रण विभाग
प्रधानमंत्री कार्यालय
नियन्त्रण विभाग
प्रधानमंत्री कार्यालय
नियन्त्रण विभाग

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (18)

IN

CIVIL MISC. WRIT PETITION NO. OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others Respondents

प्रेटर नोएडा औद्योगिक विकास प्राधिकरण
रोड-169, गामा सैकटर, प्रेटर नोएडा ज़िली
गोपनीय मुख्यमंत्री (उप्रो)

पत्रांक -एचोग /2016/7477
दिनांक- २४ /०३ /2016/

कार्यालय आदेश

प्रेटर नोएडा औद्योगिक विकास प्राधिकरण की 103 वीं बोर्ड बैठक दिनांक 14.12.2015 के मद सख्त्या 103/14 में अनुभादित प्रस्ताव के अनुक्रम में निर्गत कार्यालय आदेश पत्रांक: ग्रेनो/विल्डस/2016/FTS-245 द्वारा प्राधिकरण क्षेत्र के अन्तर्गत आवंटित समर्त परिसम्पत्तियों के लिये शून्य काल अवधि घोषित किये जाने की नीति निर्धारित की गयी है जिसमें निम्नलिखित परिस्थितियों में शून्य काल अवधि घोषित किये जाने की व्यवस्था की गयी है।

1. यदि किसी उपयुक्त कारणों से प्राधिकरण द्वारा आवंटी/विकासकर्ता को आवंटित भूमि/भूखण्ड कर कब्जा हस्तगत नहीं हो पा रहा हो।
2. शांति व्यवस्था की रिस्थिति विगड़ने के कारण अथवा आवंटित भूमि पर अतिक्रमण आदि होने के कारण आवंटी/विकासकर्ता द्वारा आवंटित भूमि पर निर्माण/विकास कार्य किया जाना सम्भव नहीं हो पा रहा हो।
3. न्यायालय के स्थान आदेश रहने के कारण आवंटन/पटटा प्रलेख/कब्जे की प्रक्रिया पर रोक हो अथवा निर्माण कार्य आगे नहीं किया जा सकता हो।
4. शासनादेश/प्राधिकरण बोर्ड के आदेशों के परिप्रेक्ष्य में पटटा प्रलेख निष्पादित न हो सका हो।
5. पुर्णनिर्धारित किश्तों की अदायगी मुल आवंटन की तिथि से 10 वर्ष से अधिक नहीं होगी।

उक्त के कम में औद्योगिक सैकटर इकोटैक-11 में वर्ष 2008 में औद्योगिक इकाइयों को आवंटित भूखण्डों का आज तक भौतिक कब्जा न दिये जाने के फलस्वरूप Zero Period का लाभ दिये जाने के संबंध में समिति की बैठक सम्पन्न हुई।

समिति द्वारा इकोटैक-11 रो संबंधित परियोजना विभाग की अद्यतन आख्या एवं अन्य प्रस्तुत संश्यों के परीक्षणोपरान्त आवंटियों को दिनांक 01.04.2011 से दिनांक 31.03.2016 तक

शून्य काल घोषित करने एवं तदानुसार संशोधित पेमेन्ट प्लान जारी करने की संस्कृति एवं मुख्य कार्यपालक अधिकारी के अनुग्रहादान दिनांक 28.03.2016 के अनुक्रम में औद्योगिक इंकार्डियो को आवंटित समरल भूखण्डों को दिनांक 01.04.2011 से दिनांक 31.03.2016 तक शून्य काल मानते हुए समस्त आवंटियों को शून्य काल का लाभ देते हुए संशोधित पेमेन्ट प्लान किये जाने के यह आदेश तत्काल प्रभाव से लागू किये जाते हैं।

यह आदेश उन भूखण्डों पर प्रभावी नहीं होगा जिन्हे प्राधिकरण द्वारा इंकार्ड के अनुरोध पर प्रभावी नियमों एवं शर्तों के अन्तर्गत अन्य औद्योगिक सैचिटरों ने रथानान्तरित कर दिया गया हो अथवा भविष्य में प्रस्तावित हो।

(वी० पी० सिंह)
विशेष कार्याधिकारी

प्रतिलिपि --

1. निजी संचिय मुख्य कार्यपालक अधिकारी गहोदय ।
2. अपर मुख्य कार्यपालक अधिकारी महोदय
3. महाप्रबंधक (वित्त/नियोजन/परियोजना)
4. प्रबंधक (उधोग)

विशेष कार्याधिकारी

Sonal Patel
15.06.2019

अनु.मद रा.70/12 -वैश्विक आर्थिक मन्दी के हृष्टिगत प्राधिकरण की विभिन्न योजनाओं के प्रभावी क्रियान्वयन को प्रत्याहित करने के उद्देश्य से प्रस्तावित नीतिगत प्रस्तावों के सम्बन्ध में

घर्मान विश्व आर्थिक मन्दी का प्रभाव देश के अन्य स्थानों के साथ साथ ग्रेटर नोएडा प्राधिकरण क्षेत्र की विभिन्न योजनाओं एवं कार्यकलापों पर पड़ा है और निकट भविष्य में इसका प्रभाव बने रहने की प्रवल संभावना है। विश्व आर्थिक मन्दी की स्थिति से निपटने के लिए जनहित में कलिप्रथ प्रयास एवं नीतिगत निर्णय शासन रत्न पर तथा प्राधिकरण रत्न पर पूर्व में लिये गये हैं। गत माहों के अनुभव के आधार पर कलिप्रथ और प्रयास और निर्णय लिये जाने की आदश्यकता अनुभव की जा रही है। दर्तगत परिस्थितियों के समर्त पहलुओं पर गहन विचार विमर्श के उपरान्त निम्न प्रस्ताव प्राधिकरण के समक्ष विचारार्थ एवं अनुमोदनार्थ प्रस्तुत किये जा रहे हैं -

1. योजनाओं को क्रियाशील करने के लिए आदश्यक निर्माण आदि के लिए विसीय संसाधनों की व्यवस्था करने में उद्यमियों / विकासकर्ताओं को काफी कठिनाई का सामना करना पड़ रहा है। अतः यह प्रत्यावित है कि विभिन्न योजनाओं को नियोजन की दृष्टि से उपयुक्त घरणों (Phases) में क्रियान्वित करने की अनुमति प्रदान करं दी जाए तथा यदि किसी योजना/भूखण्ड के किसी घरण (Phase) में लिये जाने वाली भूमि के हिस्से के ग्रीमियम के बराबर भुगतान उदामी/आवंटी/विकासकर्ता द्वारा कर दिया जाता है तो उसे उतने हिस्से को नियोजन की दृष्टि से उपयुक्त पाये जाने पर Sub-lease की अनुमति प्रदान कर दी जाये।

2. यदि किसी उपयुक्त कारणों से प्राधिकरण द्वारा आवंटी को आवंटित भूमि / भूखण्ड का कठजा हस्तातरित नहीं हो पाता है अंथेव शास्ति व्यवस्था की स्थिति के कारण, आवंटित भूमि पर अतिक्रमण होने आदि के कारण उद्यमियों / विकासकर्ताओं द्वारा आवंटित भूमि पर निर्माण / विकास कार्य किया जाना संभव नहीं हो पाता है तो इन परिस्थितियों में इस अवधि को शून्य अवधि (Zero period) माना जाए।

3. प्राधिकरण के यत्नमान नियम/व्यवस्था के अन्तर्गत दुकड़ों में बन्धक रखने का प्राविधान नहीं है, जिससे वृहद परियोजनाओं में वित्तीय संसाधनों की व्यवस्था करना कठिन हो गया है। अतः चरणों में परियोजना क्रियान्वित किये जाने की अनुमति के साथ-साथ पुराने आवंटन के प्रकरणों के समेत यह व्यवस्था भी किया जाना प्रस्तावित है कि यदिग्राधिकरण, आवंटी तथा वित्तीय संसाधन, यदि विचार दिमर्श के उपरान्त कोई अन्य उपयुक्त व्यवस्था तय करते हैं, जिसके अन्तर्गत परियोजनाओं के क्रियान्वयन हेतु वित्तीय संसाधन उपलब्ध कराये जा सकते हैं और प्राधिकरण की देयों की वस्तुली भी सुनिश्चित हो जाती है, तो सम्बन्धित विभागाध्यक्ष की अध्यक्षता में गठित समिति की संस्थानि पर इसके अनुमोदन हेतु मुख्य कार्यपालक अधिकारी को अधिकृत किया जाना तथा प्राधिकरण बोर्ड को सूचित किया जाना प्रस्तावित है।

4. उपरोक्त प्रस्तावित व्यवस्था को पूर्ण पारदर्शी ढंग से लागू करने की दृष्टि से सम्बन्धित विभागाध्यक्ष की अध्यक्षता में रथाई समिति गठित किया जाना प्रस्तावित है जिसमें ग्रेटर नोएडा प्राधिकरण के विज्ञ, नियोजन, परियोजना तथा विधि विभाग के वरिष्ठ अधिकारी सदरस्य होंगे। यह समिति प्राप्त प्रस्तावों का गुण-दोष के आधार पर परीक्षण कर अपनी संस्थानि मुख्य कार्यपालक अधिकारी को निर्णय हेतु प्रेषित करेगी।

प्रस्ताव प्राधिकरण द्वारा कुलनक्ष विद्युतार्थ एवं अनुमोदनार्थ प्रस्तुत है।

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (19)

IN

CIVIL MISC. WRIT PETITION NO. _____ OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT - GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others Respondents

ANNEXURE - II

प्रेटर नौएडा औद्योगिक विकास प्राधिकरण,
भूखण्ड संख्या-८१, सेक्टर-७०, पार्क-४,
प्रेटर नौएडा सिटी, जिला-गोलायन नगर, उत्तरा।

अन्तिम अवसर

पदांक:-ग्रं.नं. / आई०टी०/२०२०/८५६८
दिनांक:-०२/०३/२०२०

राया मे.

M/s. Time Tower International Pvt. Ltd.
Regd. Office- 3618, Sudershan Market
Chawri Bazar, Delhi-110006

विषय:- भूखण्ड संख्या-२६,२७,२८,२९, सेक्टर-७०, पार्क-०६, क्षेत्रफल-८१०६७ वर्गमीटर, प्रेटर नौएडा के
मानचित्र खोकृत हेतु आवेदन करने व परियोजना क्रियान्वयन के सबध मे।

महोदय,

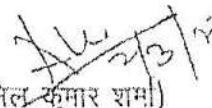
कृपया उपरोक्त विषयक आपको प्रेटर नौएडा प्राधिकरण द्वारा आई०टी०/आई०टी०ई०एस० प्रयोगार्थ
भूखण्ड आवंटित है। प्राधिकरण के नियोजन विभाग से प्राप्त रिपोर्ट के अनुसार वर्तमान तक आपके द्वारा
परियोजना क्रियान्वयन के लिए मन्त्रिक रूपकृति हेतु आवेदन नहीं किया गया है। इस सबध मे प्राधिकरण
वार्ड द्वारा अतिम रूप से समय प्रदान किया गया है, जो कि निम्नानुसार है:-

1. आवंटी/इकाई को दिनांक-३१.०३.२०२० तक ही मानचित्र खोकृति आवेदन करने हेतु रामय अधिक
विलम्ब शुल्क सहित दी गयी है। इसके उपरान्त आवंटन को निरस्त करने की कार्यवाही किये जाने
के निर्देश दिये गये है। उक्त मानचित्र आवेदन के समय आवंटी को भूखण्ड के राष्ट्रीय समर्त देशता
को जमा करना चाहिए होगा।
2. i) इसके अतिरिक्त परियोजना क्रियान्वयन के संबंध मे प्राधिकरण द्वारा परियोजना के प्रथम चरण हेतु
सुशाल्क दिनांक-३१.०३.२०२१ तक का रामय विस्तरण प्रदान किया गया है जो कि द्वितीय चरण हेतु
निर्धारित समय प्रियसरण शुल्क के राष्ट्रीय लिया जायेगा। जो आवंटी परियोजना के प्रथम चरण
दिनांक-३१.०३.२०२१ तक पूर्ण नहीं करेंगे ऐसे आवंटनों को तत्काल निरस्त किये जाने के निर्देश दिये
गये है।
- ii) इसके अतिरिक्त द्वितीय चरण/समर्पण परियोजना हेतु रामय विस्तरण विलम्ब शुल्क के साथ
दिनांक-३१.०३.२०२२ तक अनुगोदित किया गया है। जो आवंटी परियोजना के द्वितीय चरण दिनांक-३१.
०३.२०२२ तक पूर्ण नहीं करेंगे ऐसे आवंटनों को तत्काल निरस्त किये जाने के निर्देश दिये गये हैं।

उपरोक्त के अतिरिक्त यह भी अयाता कराना है कि आवंटन एवं लीज डील के प्राविधानों के
अनुसार समयान्तरात परियोजना को क्रियान्वयन न करने के कारण तथा अपेक्षित निवेश न करने के
जारण आपको मैगा इन्वेस्टमेंट छूट के रूप मे प्रीमियम एवं लीज रेट मे दी गयी २५ प्रतिशत छूट समाप्त
की जाती है, जो कि आपको नियमानुसार व्याज सहित जमा कराना होगा। उपरोक्त आदेशों की
प्रतिलिपि संतान कर प्रेषित दी जा रही है।

भवदीय,

संलग्नक- कार्यालय-आदेश की प्रति।


(अनिल कुमार शर्मा)
उप महाप्रबन्धक (आई०टी०)

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (20)

IN

CIVIL MISC. WRIT PETITION NO. _____ OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT - GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others Respondents

प्रैटर नौएडा औद्योगिक विकास प्राधिकरण

प्रैटर नौएडा औद्योगिक विकास प्राधिकरण,

भूखण्ड रात्या-01, सैबटर-नौएडा पार्क-4,
प्रैटर नौएडा सिटी, जिला-गौतमधुम नगर, उत्तराखण्ड।

पदार्थक्रम नं. / आईटी०/ 2020/17386
दिनांक २४/०५/ 2020

कार्यालय-आवेदन

प्रैटर नौएडा औद्योगिक विकास प्राधिकरण की 117वीं बोर्ड बैठक, दिनांक 10.02.2020 के मद संख्या-117/15 में माठ संचालक भृष्णु द्वारा सूचना प्रौद्योगिकी योजनासंगत आवंटनों में परियोजना कियान्वयन हेतु सशुल्क समय विस्तरण विषयक प्रस्ताव निम्नानुसार अनुमोदित किया गया है-

क) मानचित्र स्वीकृति हेतु आवेदन

1. ऐसे आवंटी/इकाई, जिनके द्वारा प्राधिकरण की 113वीं बोर्ड बैठक, दिनांक 04.12.2018 के अनुसालन में निर्धारित समयावधि 31.03.2019 से पश्चात दिनांक 30.04.2019 तक मानचित्र स्वीकृति हेतु आवेदन किया गया है उन आवंटी/इकाई को दिनांक 01.04.2019 से दिनांक 30.04.2019 तक मानचित्र स्वीकृति हेतु समयावधि निशुल्क अनुमन्य की जाती है।
2. ऐसे आवंटी/इकाई जिनके द्वारा दिनांक 01.05.2019 से 31.12.2019 तक मानचित्र स्वीकृति हेतु आवेदन किया गया है, ऐसे आवंटियों को वर्तमान प्रचलित आवंटन दर की 01 प्रतिशत धनराशि मानचित्र स्वीकृति विलम्ब शुल्क के रूप में अतिरिक्त प्राधिकरण के पक्ष में जमा करायी जानी होगी।
3. ऐसे आवंटी/इकाई, जो दिनांक 01.01.2020 से 31.03.2020 तक मानचित्र स्वीकृति हेतु आवेदन करते हैं, ऐसे आवंटी/इकाई को वर्तमान प्रचलित आवंटन दर की 03 प्रतिशत धनराशि मानचित्र स्वीकृति विलम्ब शुल्क के रूप में अतिरिक्त प्राधिकरण के पक्ष में जमा 'करानी' होगी।

उपरोक्त दिन्दु संख्या-2 से दिन्दु संख्या-3 पर उल्लिखित श्रेणी में आने वाले आवंटी/इकाई को दिनांक 31.03.2020 तक ही मानचित्र स्वीकृति आवेदन करने हेतु समयावधि अनुमन्य होगी। इन श्रेणी में आने वाले आवंटन/इकाईयों द्वारा निर्धारित समयावधि के भीतर मानचित्र स्वीकृति हेतु आवेदन न करने पर आवंटन निरस्त कर दिये जायेगे। उपरोक्त मानचित्र आवेदन के समय विस्तरण हेतु अनुमति तभी प्रदान की जायेगी जब आवंटी/इकाई द्वारा उन्हे आवंटित भूखण्डों के सापेक्ष समस्त देयता प्राधिकरण के पक्ष में जमा कर दी जाएगी।

ख) परियोजना कियान्वयन हेतु समय विस्तरण

यदि किसी आवंटन में प्रथम चरण के अन्तर्गत परियोजना पूर्ण करने हेतु निर्धारित समयावधि समाप्त हो चुकी है तो ऐसे आवंटी/इकाई को परियोजना के प्रथम चरण हेतु दिनांक 31.03.2021 तक का समय विस्तरण, द्वितीय चरण हेतु निर्धारित समय विस्तरण शुल्क के साथ लिया जायेगा अर्थात् कुल प्रीमियम का कमशः 04 प्रतिशत, 06 प्रतिशत, 08 प्रतिशत, 10 प्रतिशत, 12 प्रतिशत एवं तत्पश्चात कुल प्रीमियम का 01 प्रतिशत प्रतिमाह सभुल्क समय विस्तरण प्रदान किया जायेगा। जो आवंटी/इकाई परियोजना के प्रथम चरण को दिनांक 31.03.2021 तक पूर्ण नहीं करेंगे, उन इकाईयों/आवंटनों को तत्काल प्रभाव से निरस्त कर दिया जायेगा।

उपरोक्त अनुमन्य अवधि में आवंटियों/इकाईयों द्वारा आवंटन एवं पट्टा प्रलेख की शर्तों के अनुसार रु 4.00 करोड़ प्रति एकड़ तथा लीजडील के प्राविधानों के अनुसार अपेक्षित निवेश तथा नियोजन विभाग से अनुमोदित मानचित्र अनुसार अनुमन्य एफ०ए०आर० का 40 प्रतिशत निर्माण कार्य प्रथम चरण में पूर्ण करना अनिवार्य होगा।

इसके अतिरिक्त द्वितीय चरण/सम्पूर्ण परियोजना हेतु राग्रथावधि 31.03.2022 तक अनुमत्य होगी। इस हेतु आवंटी कार्यक्रम को कुल प्रीमियम का 04 प्रतिशत, 06 प्रतिशत, 08 प्रतिशत, 10 प्रतिशत, 12 प्रतिशत एवं तत्पश्चात कुल प्रीमियम का 01 प्रतिशत प्रतिभाव सशुल्क राग्रथ विरतरण प्रदान किया जायेगा। जो आवंटी/ईकाई दिनांक 31.03.2022 तक द्वितीय/सम्पूर्ण परियोजना का निर्माण कार्य पूर्ण नहीं करेगी। उन ईकाईयों/आवंटनों को तत्काल प्रभाव से निरक्त कर दिया जायेगा।

उपरोक्त अनुमत्य अवधि में आवंटियों/ईकाईयों द्वारा आवंटन एवं पटटा प्रलेख की शर्तों के अनुसार रु0 4.00 करोड़ प्रति एकड़ तथा लीजडीड के प्राविधानों के अनुसार अवैधित निवेश तथा नियोजन विग्रह से अनुगोदित भानविद्वानुसार सम्पूर्ण अनुमत्य एफ0ए0आर० पर निर्माण कार्य पूर्ण करना अनिवार्य होगा।

उक्त आदेश तत्काल प्रभावी होगे।

2) 17/2/2022
(दीप चन्द्र)

अपर गुरुद्य कार्यपालक अधिकारी

प्रतिलिपि:-

1. स्टाफ आफीसर को मुख्य कार्यपालक अधिकारी महोदय के अवलोकनार्थ प्रेषित।
2. महाप्रबन्धक/उप महाप्रबन्धक (वित/परियोजना/आई०टी०), ग्रेटर नोएडा को आवश्यक कार्यवाही हेतु प्रेषित।
3. प्रभारी(नियोजन), ग्रेटर नोएडा को आवश्यक कार्यवाही हेतु प्रेषित।
4. प्रबन्धक(सिस्टम/मार्केटिंग)को आवश्यक कार्यवाही हेतु प्रेषित।

अपर मुख्य कार्यपालक अधिकारी

डॉक्टर नौपखा औद्योगिक विकास प्राधिकरण,

卷之三十一

THE SINGING SWAN (CONTINUED) 1938-1939

卷之三十一

1945-1946

卷之三

卷之三

1920-21 1921-22 1922-23 1923-24

卷之三

१. राष्ट्रीय विकास के लिए सरकारी वित्तीय संस्थानों द्वारा आवश्यक बहुमत प्रदान।
 २. भारतीय वित्तीय संस्थान (वित्तीय विभाग), दिल्ली, भारत।
 ३. विनाशी वित्तीय संस्थान, दिल्ली।
 ४. वित्तीय संस्थान (वित्तीय विभाग), दिल्ली, भारत।

ବ୍ୟାକ ମୁଦ୍ରଣ କାର୍ତ୍ତିକାଲକ ଅଧିକାରୀ

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (21)

IN

CIVIL MISC. WRIT PETITION NO. _____ OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006
Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others Respondents

DIMENSIONS - 31

ग्रेटर नौएला औद्योगिक विकास प्राधिकरण,

भूजगठ संस्कार-१। अमिताभ-विलोक्य पापी-
पुरुष विद्युता तिर। शिव-वीरभद्र यथा। अन्तर्मुख

Digitized by srujanika@gmail.com

प्राप्ति करने के लिए अपनी अपार्टमेंट को बिल्डर ने 01.11.2019 के भवित्व से अपनी अपार्टमेंट की विक्री 3.01.2020 की देखते हुए जैसा कि यू-एकाल लाइन के अन्तर्गत व्यापक तरीके से उल्लिखित तिथि 16.10.2017 के अन्तर्गत विक्री की गयी थी। इसके अन्तर्गत व्यापक तरीके से उल्लिखित तिथि 16.10.2017 के अन्तर्गत विक्री की गयी थी।

आपदी की गांग

आदती ही गांधीजी का हाथ उपरोक्त दस्तावेज़ में अधिकारीहृषीकेश सुनदाई द्वारा एक उपलब्ध प्रक्रिया के
तहत 21.02.2016 की दस्तावेज़ गांधीजी भवानी के प्रतिनिधित्वप्रमाणी श्री अशोक गुप्ता द्वितीय
21.02.2016 को इन्हाँहरे ही अधिकारी व्यवस्थाएँ लोगों सुनदाई में उपलब्धित हुए। उनके हाथ निम्न व्यक्तिगत
तथ्यों के अधार पर सुनदाई द्वारा जाल की गीत ली गई। सभिन्न द्वारा आदती कम्पनी लोग पहले सुना गया
आदती कम्पनी ने उनसे अब दिवांक 16.10.2017 के बाद करों से भी खींच की गई थी। जिसकी व्यक्तिगत
सुनदाई में इन्हाँहरे ही दिया

१३८ अस्त्रियों की विवाह विधि एवं उनकी विवाह विधि विवाह विधि विवाह विधि

2 विज्ञान के लिए विकास करने की ज़िक्री की ज़रूरत है।

राजिलि के आपूर्व नाम उनकी दोनों

आपदा विषयक नवीन लाइसेंस दर्ता के अनुसार शिवाय 30.07.2007 को 20 एकड़ के नवाप्राप्त विषयक जारी हुए गोपनीय विषयक वाली विवरों को अधिकरण द्वारा शिवाय 11.03.2008 के मूल्यांकन रिपोर्ट-07, वार्षिक दर्ता-08, के प्रमाण 61000 करोड़ रुपये आपदा विषय वाली खातों को एक संग्रहीत शिवाय 22.11.2008 के अधिकारण के तहत शिवाय 23.11.2008 भव्य उत्तराधिकारी ईच्छापत्र

मार्गी छेत्र विभ. १० रुप २ लाख + ५० हज रुपये का बिल अंगति विभ.
का भवित्व अ. अ. २०१३ में इस
दोनों के बहरण कार्यक्रम का एवं
विभा विभा २६.०१.२०१४
दिन २३.०६.२०१६ का एवं
विभा अधिक विभा का एवं
विभा अधिक विभा का एवं

- प्र० अनुसार इसका नियम कि वह जो विभिन्न कार्यों को लिए हैं वह उनके लिए विभिन्न विकल्पों की सेवा करते हैं।
 - प्र० अनुसार प्राथिकरण का इसकी कार्यों के परिणाम में इसका प्रभाव विस्तृत न हो सकता।

उपरोक्त अस्त्रोजपत्रों में उन्नायन के दिन १५ वीं अक्टूबर की रात्रि २३ बीं बात्रि २४ बीं विकल्प में गया था। वहाँ के सारण्यकरण की प्रारंभिक तिथि १०३८ वर्ष की रात्रि २३ बीं विकल्प नीति प्रगति ने रुद्र जाति के लालौर उपर्युक्त वज्र की रथवा में उन्नायन विकल्प की तिथि रात्रि २३ बीं विकल्प शास्त्री द्वारा चाला गया था। इसकी दूसरी की तिथि १०३८ वर्ष की रात्रि २४ बीं विकल्प न होने के कारण प्रगति नहीं आयी। अतएव विकल्प के दूसरी की तिथि विकल्प की तिथि रही है।

અધિકી કી સર્વત્ત્રાત્મિ

इस विवरण रही तभी कि दिव्यदाम ने उपर्युक्त शास्त्रीय संरक्षणीयता से इस निष्काश पर छहवीं हो जिएगाने प्रधानिक शास्त्रकाल में उक्त शास्त्रीयता विद्यालय द्वारा दी गई थी और उक्त विद्यालय के मूल्यांकन के अन्तर्भूत विद्यालय की विधियों तक विद्यालय के शास्त्रीयता विद्यालय की अनुमति नहीं दियी जाती है। अतएव इसका राम में शास्त्रीयता आदेशी काम्याना का अवधारणा विद्यालय की विधियों की विधि तक शुल्क बहल की जाए। शृंखलार्थ थोड़ा न पर्याप्त यह विवरण अन्यतीति को प्रश्नावान विना विवरी जाए कि इसके विस्तारित विवरण जाने की शरणदृष्टि काम्यता है।

इसकी एक अन्य विधि इसका नाम के अनुशेष की विधिक स्थिति प्रतीकारण व संतुलित निर्णयों के लिए है। इस विधि के अन्तर्गत दोनों दलों द्वारा दोनों दलों के विभिन्न विचारों के बारे में विवरण दिया जाता है। इसका उपयोग विधायिका की विभिन्न विधियों के बीच विवरण दिया जाता है। इसका उपयोग विधायिका की विभिन्न विधियों के बीच विवरण दिया जाता है।

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1. भूमिका कालीन से नियम विधायक सभा तक पहुँचने के लिए अप्रैल 2020 की अवधि द्वारा बढ़ाया गया।
 2. उपर्युक्त विधायक सभा अधिकारी
 3. विधायक सभा के अधिकारी अधिकारी विधायक 3618, नवरसन मार्ग, चावडी दगडी, दिल्ली-110066

अन्तर युद्ध कार्यपालक अधिकारी

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

ANNEXURE NO. (22)

IN

CIVIL MISC. WRIT PETITION NO. OF 2020
(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

Time Tower International Private Limited

Having its Registered Office at

3618, Sudershan Market, Chawri Bazar, Delhi-110 006

Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others

.... Respondents

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ANNEXURE - A

H. K. J. & ASSOCIATES

ADVOCATES * CONSULTANTS

2nd Floor, Manish Chambers, L.S.C.
Mayur Vihar, Phase-II, Delhi-110091
Ph.: +91-11-43053619, 22772666
E-mail : associate@hkjlaw.in

May 27, 2020

E-MAIL / SPEED POST

To,

The Chief Executive Officer (CEO)
Greater Noida Industrial Development Authority (GNIDA),
Plot no. 01, Knowledge Park-04,
Greater Noida,
Gautam Budh Nagar
U.P. 201308
E-mail: ceo@gnida.in

RE: PLOT NO. 26-27-28-29 AT KNOWLEDGE PARK-05, GREATER NOIDA
(HEREIN "SAID PLOT")

Sir,

We are acting for and on behalf of Our Client, namely, **M/s. Time Tower International Private Limited**, a Company incorporated under the Companies Act, 1956, having its Registered Office at 3618, Sudershan Market, Chawri Bazar, Delhi - 110006 (hereinafter referred to as '**Our Client**'), who has handed over to us a letter bearing No. Greater Noida/I.T./2020/3565 dated 02.03.2020 issued by Shri Anil Kumar Sharma, Deputy General Manager (I.T.), GNIDA, with instructions to reply the same.

Vide the aforesaid letter, GNIDA has informed Our Client that the last date for applying for sanction of building plan in respect of the Said Plot is 31.03.2020 on payment of late fee, as applicable, failing which GNIDA shall take necessary steps for cancellation of allotment of the Said Plot. Vide the said letter, it has also been advised to deposit all outstanding in respect of the Said Plot. Further, it has been informed that as per terms of allotment and lease deed, since the Project has not been made functional, the rebate of 25% in the premium and lease rent under Mega Investment is not allowed and the same is to be deposited along with interest. In this connection, GNIDA had also allegedly passed the following Office Orders:

H. K. J. & ASSOCIATES
ADVOCATES ★ CONSULTANTS

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- (i) Office Order bearing No. Greater Noida/I.T./2020/17386 dated 28.02.2020; and
- (ii) Office Order bearing No. Greater Noida/I.T./2020/17393 dated 28.02.2020.

GNIDA, after around 10 (ten) days from issuance of the aforesaid letter and Office Orders, with malafide intentions, hastily, and with an attempt to justify its unilateral and arbitrary actions in issuing the same, abruptly passed with malafide intentions an Order bearing No. Greater Noida/I.T./2020/363 dated 13.03.2020, thereby rejecting the grant of Zero Period request of Our Client only considering the representation dated 18.10.2017 and others that too after 2 and a half years of the said representation. It seems that this Order was passed without considering the detailed written factual representations submitted to GNIDA and taking into accounts the facts of meetings/personal hearings held on 03.05.2019 with GNIDA officials subsequent to 18.10.2017. It is also pertinent to mention that the request for grant of Zero Period with reference to Original Plot earlier made vide representation dated 24.10.2013 and repeatedly requested from time to time vide various written requests/representations, remained pending and no decision was communicated in respect thereof.

The aforesaid Office Orders both dated 28.02.2020, and Order dated 13.03.2020, all passed by Additional Chief Executive Officer, GNIDA, are hereinafter collectively referred to as '**Said Orders**'.

We, thus, for and on behalf of Our Client, in connection with the aforesaid letter and the Said Orders, submit / represent as under:

1. At the outset, it is stated that the aforesaid letter dated 02.03.2020 and the Said Orders are totally misconceived, baseless, unilateral, arbitrary and contrary to the principles of equity and natural justice. It appears that GNIDA has issued the same without application of mind, completely overlooking the bonafide of Our Client, the delays, lapses, failure and neglect on the part of GNIDA itself, and without considering the factual status / representations / documents submitted by Our Client to GNIDA much before passing the Said Orders and which are part of the GNIDA file, which clearly shows its malafide, high handed, arbitrary and discriminatory acts.

H. K. J. & ASSOCIATES

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2. Prior to making any submissions in response to the aforesaid letter and Said Orders, we submit the facts in brief, as under:
 - (a) GNIDA allotted Our Client a plot bearing Plot No. 7, measuring 81000 sq. mtr., situated at Sector Tech Zone-II, Greater Noida (herein "**Original Plot**") @ 2137.04 per sq. mtr., vide letter of allotment dated 11.03.2008, for a total premium of Rs.17,31,00,000/- (Rupees Seventeen Crores Thirty One Lakhs only) for establishment of IT Industries & IT Enabled Services and Biotech Park (herein '**Project**'), as per scheme launched by GNIDA on 13.07.2007 (herein "**Said Scheme**").
 - (b) As per the Said Scheme and terms of allotment, an allottee was entitled to get the lease deed executed and to take over possession of the plot at any time after depositing 30% of the total premium for implementing the Project. The balance 70% of the total premium was payable in 12 (half yearly) installments. Considering the application dated 15.10.2008 of Our Client for grant of rebate of 25% in premium under Mega Investment Scheme, as per terms of the said Scheme , GNIDA vide its letter dated 24.11.2008 granted the said rebate in the premium to Our Client. Prior to the grant of rebate, Our Client has paid Rs.5,19,30,000/- (Rupees Five Crores Nineteen Lakhs Thirty Thousand only) making its eligibility for execution of the lease deed and for taking possession of the Original Plot and for commencement of the Project.
 - (c) GNIDA, also enclosed a revised payment plan with its letter dated 24.11.2008, as aforesaid and on perusal of this letter, its shows that the value of the Original Plot, after rebate (25%) was determined at Rs.12,98,25,000/- (Rupees Twelve Crores Ninety Eight Lakhs Twenty Five Thousand only). Hence, Our Client was required to pay an amount of Rs.3,89,47,500/- (Rupees Three Crores Eighty Nine Lakhs Forty Seven Thousand Five Hundred only) (30% revised premium amount) against which Our Client had already paid Rs.5,19,30,000/- (Rupees Five Crores Nineteen Lakhs Thirty Thousand only), which comes to 40% of the revised value of the Original Plot.
 - (d) Our Client requested for possession of the Original Plot and for execution of lease deed and kept repeatedly requesting GNIDA for sharing the lease plan and handing over possession of the Original Plot as per terms of allotment/said Scheme. However, GNIDA failed to perform its reciprocal promise as per said Scheme to handover the possession of the Original Plot

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ADVOCATES ★ CONSULTANTS

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affording opportunity to Our Client to proceed with its Project. It is pertinent to submit here that GNIDA has issued a 'no dues certificate' dated 08.06.2010, which also justify the demand of Our Client for execution of Lease Deed and possession of the Original Plot.

- (e) Due to neglect and failure of GNIDA to hand-over the physical possession of the Original Plot to Our Client, till 2013 for the reasons best known to GNIDA, Our Client remained unable to proceed to implement its Project despite having paid the 40% premium amount. Further to Our Client shock and surprise, GNIDA on 03.10.2013 issued show cause notice, without first handing over physical possession of the Original Plot and execution & registration of the Lease Deed and threatened to cancel the allotment. Our Client, therefore, vide its letter dated 24.10.2013 replied to the said Notice, reiterating its contention as aforesaid and requested for grant of Zero Period till physical possession of the Original Plot, but since no decision was taken thereon, Our Client was compelled to file a Writ Petition bearing number 21147 of 2014 before High Court of Allahabad and the same was disposed off holding that since 6 (six) months have passed and GNIDA did not take any proposed action, as contemplated in the show cause notice dated 03.10.2013, it appears that GNIDA is satisfied with the reply/representation dated 24.10.2013.
- (f) Our Client meanwhile came to know that infact in the year 2012 the farmers filed a writ petition bearing number 45450 of 2011 before the Hon'ble High Court of Judicature at Allahabad challenging the acquisition of the land comprising in the Sector Tech Zone-II, wherein the Hon'ble High Court while disposing off the writ petition directed GNIDA not to carry on any development and to implement the Master Plan 2021 till the observations and directions of the National Capital Regional Planning Board are incorporated in the Master Plan 2021 to their satisfaction. It is pertinent to mention here that the Sector Tech Zone II was part of Village Dabra, which was subject matter of litigation and part of land comprising under the Original Plot. Thereafter, the approval of the Board was granted on 24.08.2012. This fact proves that GNIDA made allotment of land, comprising under Original Plot, which was neither in its physical possession nor the same was having clear marketable title, which otherwise was not capable for development in view of the litigation, as mentioned above.



H. K. J. & ASSOCIATES

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- (g) GNIDA, vide its letter dated 24.06.2013 advised Our Client to execute and register a lease deed. While issuing the said letter, GNIDA enclosed therewith a site plan, which contained a note 'development work is in progress, lease plan of the sector is being prepared on urgent demand. Area of plot may be increased or decreased after completion of site development'. This proves that the Sector Tech Zone II was not developed and there has been no demarcation / identification of the Original Plot till that period. It is also to place on record that Our Client vide its letter dated 02.08.2013, also filed a Google map dated 21.07.2013 along with photographs from the purported site, which also clearly established that the land comprising the Sector Tech Zone II and particularly the Original Plot was neither demarcated, nor developed. However, no development work was done by GNIDA despite these communications by Our Client with GNIDA.
- (h) GNIDA, thereafter, made allotment of land to a third party namely, M/s Bennett Institute of Higher Education on 01.12.2014, which comprised the major portion of the Original Plot allotted to Our Client. However, this fact was not communicated to Our Client by GNIDA. It is pertinent to mention here that this allotment of the plot to the said third party was done without first re-allotting any other land/plot in lieu of the Original Plot to Our Client, which clearly shows the unilateral, unjustified and arbitrary approach of GNIDA.
- (i) Due to unilateral, unjustified, arbitrary acts and failure of GNIDA in development of the Sector, demarcation of the Original Plot as well as availability of adequate land in the said sector, as stated herein above, Our Client had no option but to seek allotment of an alternate plot in a developed sector. Consequently, on 25.01.2017, after persistent follow-ups, GNIDA, in lieu of the Original Plot, allotted to Our Client, the Said Plot (as referred hereinabove) in another Sector.
- (j) Needless to mention that Our Client was re-allotted the Said Plot after 9 years of the original allotment, on 25.01.2017 by GNIDA, for which allotment money had been paid by Our Client and received by GNIDA way back in 2008. This clearly exhibits the utter failure, lethargic and neglect of GNIDA, which *inter alia* includes that at the time of allotment of the Original Plot, GNIDA was not having clear marketable title and possession of the land comprised therein nor any demarcation/identification of the plot could possibly be done

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H. K. J. & ASSOCIATES

ADVOCATES ★ CONSULTANTS

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due to non-development of the Sector pending litigation. Subsequently, GNIDA offered to execute lease deed for the Said Plot after another 1 (one) and half years vide its letter dated 23.06.2018. Thus, it took around more than 10 (ten) years for allotment/re-allotment of a Plot, thereby the Project of Our Client was jeopardized and could not be commenced, firstly due to non-development of the Sector Tech Zone II and secondly, delay in re-allotment of the Said Plot, on account whereof Our Client incurred heavy losses. Our Client had invested huge funds in the Original Plot / Said Plot that remained idle and blocked and Our Client was not able to start the Project during the period IT industry was in boom. Thus, the very purpose of the investment of Our Client in implementation of the Project remained fruitless.

- (k) Meanwhile, several uncalled, unwarranted and unilateral letters were sent to Our Client including defaulter notice, show cause notice, demand notice etc. and the same were duly replied by Our Client. Our Client, in each of its responses specifically represented and re-represented its request to grant Zero Period till such time the physical possession of the Original Plot / Said Plot is handed-over. In these communications, Our Client also represented that it is ready and willing to pay GNIDA the legitimate demands, which may arise consequent upon the grant of Zero Period till physical possession of the Original Plot / Said Plot.
- (l) GNIDA, without first granting Zero Period to Our Client and without providing revised schedule of payment in accordance therewith, after more than one and a half years of re-allotting the Said Plot, issued a letter dated 23.06.2018 calling upon Our Client to execute and register a lease deed within 30 days thereof failing which penalty will be levied and also enclosed therewith a revised lease plan. On receipt of this letter, Our Client, vide its letter dated 23.07.2018, submitted the requisite documents as required for registration of lease deed informing that Our Client has already paid an amount of Rs.5,76,66,050/- (Rupees Five Crores Seventy Six Lakhs Sixty Six Thousand Fifty only), which is more than 44.41% of the cost of the Original Plot to GNIDA. Also, it was requested that only on decision of Our Client's request for grant of Zero Period, it would be possible to calculate the proper stamp duty payable on execution on the lease deed. It was further observed that the area of the Said Plot was increased by 867 sq. mtrs., and hence, it was requested that the additional amount on account thereof also be calculated after allowing 25% Mega Scheme discount, thus helping Our Client to

H. K. J. & ASSOCIATES
ADVOCATES & CONSULTANTS

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determine the exact stamp duty payable. Our Client has undertaken to pay the requisite Stamp Duty once the same is confirmed by GNIDA, however, GNIDA chose to neither reply, nor decide the same till date.

- (m) Pursuant to the aforesaid letter, GNIDA vide its letter No. Greater Noida/I.T./2019/2952 dated 25.04.2019, invited Our Client for a personal hearing to be held on 03.05.2019, which meeting was held in your office along with other officials, wherein on considering the submissions made by Our Client for grant of Zero Period, as mentioned above, your goodself after considering our eligibility directed in the meeting to the concerned departments to process the request of grant of Zero Period and thereafter to issue the revised payment plan to Our Client and thereafter to execute lease deed in favour of Our Client.
- (n) Subsequently, Our Client visited the site of the Said Plot and noticed certain encroachments, which were communicated to GNIDA by Our Client in its letter dated 22.05.2019, as follows:
 - (i) Area measuring approx. 202 mtr x 100 mtr (marked as 'A', contains 'Bhatta' and cultivated land (meaning thereby the same was not in possession of GNIDA);
 - (ii) Area measuring approx. 82 mtr x 87 mtr (marked as 'B' also contains cultivated land (meaning thereby the same was not in possession of GNIDA); and
 - (iii) An approx. 9 mtr wide road going through the Said Plot leading to a temple (mandir) being used by local persons / villagers (meaning thereby the same was not in possession of GNIDA).
- (o) The above encroachments were duly exhibited in the combined map 'M1' (combination of map 'A1' as per GNIDA and map 'G1' as taken from Google on 09.05.2019) and the same was enclosed with the above letter, which proves that site of the Said Plot was not fit for handing over possession or to execute the lease deed.
- (p) Our Client, time and again, subsequent to the submission of the aforesaid letter, kept persuading GNIDA and its officers to comply with your directions



H. K. J. & ASSOCIATES

ADVOCATES ★ CONSULTANTS

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for grant of Zero Period in the personal hearing held on 03.05.2019. However, GNIDA neither took any action to comply with the said direction nor took any step for removal of the encroachments on the Said Plot, as stated above. On the contrary, the GNIDA, unilaterally and unjustifiably, kept demanding the amounts including interest and penalty knowing well that the same were not payable by Our Client.

- (p) Hence, in continuation to the above and pursuant to the demand for:
 - (i) a developed and encroachment free Plot;
 - (ii) grant of Zero Period from date of allotment of Original Plot upto providing physical possession of the Said Plot; and
 - (iii) the revised Payment schedule of the balance legitimate dues towards the Cost of the Original Plot / Said Plot.

Our Client were recently forced to submit a letter addressed to the Honorable Chairman, GNIDA dated 18.02.2020 giving date-wise details of events from the allotment date till then (giving page wise record of GNIDA file, based on the certified copies provided to Our Client's Authorized Representative under Right to Information Act).

- (q) It appears that the aforesaid letter dated 18.02.2020 of Our Client invited wrath of some of the concerned officials of GNIDA, who deliberately provided misleading and misconceived facts to senior officials/board and as such, GNIDA in haste and without first considering the several pending representations of Our Client, passed the Said Orders within few days and issued the letter under reply to Our Client. GNIDA, vide one such Order, malafidely rejected the request of Our Client for grant of Zero Period despite the clear evidence basis and merit cited by Our Client to GNIDA in their various detailed representations from time to time.
- (r) To further support their claim for grant of the Zero Period, Our Client again submitted its most recent letter dated 04.03.2020 to your goodself with latest photographs of the various encroachments still persisting at the site of the Said Plot on 22.02.2020 and re-requesting their demands.

H. K. J. & ASSOCIATES

ADVOCATES • CONSULTANTS

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- (s) Such an act of some of the GNIDA officials, beyond doubt, leads to the only conclusion that the Said Orders are not only arbitrary, unilateral, unjustified but also shows volumes of the malafide of GNIDA and some of its officials.
- 3. It is submitted that as per policy of the GNIDA, including resolution passed in the 107th Board Meeting of GNIDA (wherein it was resolved that GNIDA/Board had vested in your goodself the power to decide on grant of Zero Period to allottees), GNIDA has been granting Zero Period benefit in several cases, which fact was also brought by Our Client in its several communications and meetings. However, the GNIDA is adopting unreasonable, unjustified, illegal actions, discriminating against Our Client in not granting it the Zero Period benefit, who is placed in a similar situation.
- 4. It is also submitted that even till today, after an expiry of around 12 years, Our Client is being discriminated against and is being deprived of its legitimate right to take physical possession of the Said Plot. On the one hand, GNIDA without first performing its obligations towards Our Client, adopting unreasonable, unjustified, illegal actions, have discriminated against Our Client and on the other hand expects Our Client to perform its obligations. It is stated that Our Client was at all times in abidance of the terms and conditions of allotment including timely payments and always ready and willing to perform its part of the obligations in respect thereto, subject to GNIDA fulfilling its promises, assurances and contractual obligations without singling / discriminating it out in such actions which speaks volume of its malafide intentions.
- 5. Our Client has since long been contemplating the setting-up of the Project and kept working on the same, however due to want of possession of the Said Plot and delays, lapses and neglect on part of GNIDA, was unable to proceed with commencement of construction activities thereon including obtaining requisite sanctions and approvals, which has in-turn caused Our Client heavy losses. GNIDA on several occasions have delayed and defaulted in performance of its part of obligations thus defeating the principles of fairness, doctrine of legitimate expectation and reciprocal promise. The non-exercise of sound discretion in considering the representations of Our Client, is irrational, unreasonable, unfair, malafide and against the principles of natural justice.



H. K. J. & ASSOCIATES

ADVOCATES & CONSULTANTS

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6. The act of issuance of the present letter and the Said Orders clearly speaks volumes about the malafide and high handedness of GNIDA since GNIDA failed to consider the legitimate demands and grounds put forward by Our Client, as mentioned in its various representations / communications, referred herein above, and deliberately merely referred the letter dated 18.10.2017 of Our Client stating *reference of letter dated 18.10.2017 and others* as well personal hearing dated 21.02.2018 ignoring many subsequent communications and personal hearings/meetings till date. GNIDA in issuing such letter and Said Orders failed to consider the following facts, amongst others:
- (i) Non-development of Sector Tech Zone II by GNIDA;
 - (ii) Delay, lapses, failure and neglect on part of GNIDA;
 - (iii) GNIDA's failure to remove encroachments on the Said Plot;
 - (iv) Failure to offer possession of the Said Plot by GNIDA; and
 - (v) Non-compliance of directions and assurances from your office during the meeting held with you on 03.05.2019,

In view of the above facts and circumstances, the issuance of the captioned letter and Said Orders, is premature, baseless, arbitrary, whimsical, misconceived, unilateral and uncalled for and is even contrary to the terms of allotment. The insistence of GNIDA in asking for sanction of building plans without first providing physical possession of the Said Plot is pre-mature, misconceived and unlawful.

It is, therefore, in the interest of justice, most humbly requested:

- (i) The Office Orders bearing No. Greater Noida/I.T./2020/17386 dated 28.02.2020, bearing No. Greater Noida/I.T./2020/17393 dated 28.02.2020, and bearing No. Greater Noida/I.T./2020/363 dated 13.03.2020 and the captioned letter dated 02.03.2020, be withdrawn forthwith;
- (ii) The representation of Our Client for grant of Zero Period, on the facts submitted herein above may be considered, on merit, in compliance of the directions passed in the meeting dated 03.05.2019 and the revised payment schedule be formulated and shared with our Client in accordance thereto;
- (iii) After grant of Zero Period, steps may be taken to hand-over the physical possession of the Said Plot to Our Client thus enabling it to proceed with its

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H. K. J. & ASSOCIATES
ADVOCATES ★ CONSULTANTS

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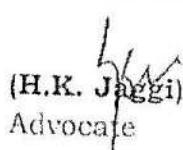
Project after obtaining requisite approvals and sanctions in connection thereto including sanction of building plans;

- (iv) The action of cancelling the rebate of 25% in the premium and lease rent under the Mega Scheme may be withdrawn with respect to Our Client; and
- (v) The encroachments, as stated in Para 2 (m) above, as assured and any other encumbrances, if any, kindly be removed before handing-over physical possession of the Said Plot to Our Client.

Without prejudice to the above, it is also submitted that no adverse action as contemplated in the letter dated 02.03.2020, may be taken against Our Client without first giving them an opportunity of personal hearing in the matter. Please further note that the reply to your letters dated 02.03.2020 and 13.03.2020 is delayed owing to lockdown due to COVID-19. Thus, now we are sending you this representation through e-mail/speed post for your kind consideration and grant of reliefs as prayed herein above.

Yours Sincerely,

For H.K.J. & Associates


(H.K. Jaggi)
Advocate

Copy to:

- (i) Shri Alok Tandon, (IAS), Chairman, GNIDA chairman@gnida.in
- (ii) Shri Deep Chandra, Additional Chief Executive Officer, GNIDA
aceod@gnida.in
- (iii) Shri Anil Kumar Sharma, Deputy General Manager (I.T.), GNIDA
dgmit@gnida.in
- (iv) Senior Manager (I.T.), GNIDA authority@gnida.in

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

DECLARATION
IN

CIVIL MISC. WRIT PETITION NO. OF 2020

(Under Article 226 of Constitution of India)

(DISTRICT - GAUTAM BUDH NAGAR)

Time Tower International Private Limited
 Having its Registered Office at
 3618, Sudershan Market, Chawri Bazar, Delhi-110 006
 Through its Director Mr. Ashok Kumar Gupta.

..... Petitioner

VERSUS

State of U.P. and others

... Respondents

Affidavit of Ashok Kumar Gupta S/o Ghanshyam Das Gupta Aged about 61 years, R/o House No. 3/1, Under Hill Road, Civil Lines, North Delhi, Delhi -110054, Religion- Hindu Occupation- Business.

AADHAR No. 9573 9975 4308

Mobile number 9810003336

(Deponent)

Ashok Kumar Gupta S/o Ghanshyam Das Gupta Aged about 61 years, R/o House No. 3/1, Under Hill Road, Civil Lines, North Delhi, Delhi -110054 Religion- Hindu Occupation- Business is the above named deponent, do hereby solemnly affirm and state on oath that the averments stated in this Declaration are true to the best of his knowledge and nothing has been concealed. My AADHAR No. is 9573 9975 4308 and mobile number is 9810003336 which is attached with the AADHAR.

1. That the deponent is the Director of the petitioner company, having the authorization letter in the aforementioned writ petition and he is fully acquainted with the facts deposed to as below and those stated in the affidavit.

2. That the contents of paragraph 1 of this affidavit and those of paragraphs 2, 3, 4(P), 5, 9, 11, 13, 15, 16, 17, 20, 21, 26, 28, 32, 34, 37, 39, 40, 41(P), 42, 43, 44(P), 45, 46, 47, 49, ..., 49(P), 50, 51, 52(P), 53, 54 of the petition are true to the personal knowledge of the deponent and those of paragraphs 4(P), 6, 7, 8, 10, 12, 14, 18, 19, 22, 23, 24, 25, 27, 29, 30, 31, 33, 35, 36, 38, of the writ petition are based on perusal of the records, those of paragraphs of the writ petition are based on the information received by the petitioner, those of paragraphs 41(P), 44(P), 49(P), 52(P) of the writ petition are based on the legal advice, which also the deponent verify believes to be true and nothing material has been concealed and no part of the affidavit is false.

SO HELP ME GOD

DEPONENT

I, RAJENDRA KUMAR PANDEY, Advocate High Court do hereby identify the deponent from perusal of papers in his possession, I am satisfied that he is the same person making the affidavit. The deponent will file the affidavit after opening of the photo affidavit centre within one month or within the time limit as directed by this Hon'ble Court before the Hon'ble Court. His AADHAR No. is 9573 9975 4308 and mobile number is 9810003336 which is attached with the AADHAR.

(RAJENDRA KUMAR PANDEY)

L.T.I. OF DEPONENT

Advocate

A.O.R. A/R 0255/2012

Counsel for the Petitioner

Solemnly affirmed before me this day of August 2020 at about a.m./p.m. by the deponent who is identified by the aforesaid person.

I have satisfied myself by examining the deponent that he understand the contents of this affidavit, which have been read over and explained to him.

OATH COMMISSIONER

144.



भारत सरकार
GOVERNMENT OF INDIA

अस्त्रिय नामः
Ashok Kumar Gupta

जन्म वर्ष / Year of Birth : 1959
पुरुष / Male



9573 9975 4308

लोक - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान ग्राहिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

परा: S/O घनश्याम दास गुप्ता, ३//
डेंगे बिल गाड़ी, निविल गाड़ी, नारं
गढ़ी, दिल्ली, 110054

Address: S/O Ghanshyam Das
Gupta, 3/A, UNDER HILL ROAD,
Civil Lines S.O, North Delhi, Delhi
110054

1947
18/20, 190, 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947
Bengaluru-560 001

IN THE COURT OF Hon'ble High Court of Judicature, Allahabad.

IN THE MATTER OF Civil Misc. Suit Petition No. 7/2020
Time Tower International Pvt. Ltd. Plaintiff/Appellant/ Petitioner

VERSUS

State of U.P. & others

Defendant/Respondent

KNOW ALL TO whom these presents shall come that I/We Defender/Time Tower

International Pvt. Ltd. Through Director Ashok Kumar Gupta
S/o Ghanshyam Das Gupta, Plot 3/1 Underhill Road, Civil Lines
the above-named North Delhi, Delhi - 110054 do hereby appoint

SH. RAJENDRA KUMAR PANDEY, ADVOCATE, Chamber No. 96, New Building, High Court, Allahabad, and SH. H.K. JAGGI, SH. GAURAV JAGGI, SH. RAJIV KUMAR JAGGI, SH. DEEPAK SHARMA, AND MS. NIDHI PANDEY ADVOCATES of H.K.J. & ASSOCIATES, 2nd Floor, Manish Chambers, LSC, Mayur Vihar Phase II, Delhi-110091, 011-22772666, email: associate@hkjlaw.in (Hereinafter called the advocates) to be my/our Advocate(s) in the above-noted cause, to do all the following acts, deeds and things or any of them, that is to say:-

1. To act, appear and plead in the above-noted cause on my/our behalf, in this Court or in any other Court/Tribunal in which the same may be tried or heard and also in the Appellate Court subject to payment of fees separately for each Court by me/us.
2. To sign, file, verify and present pleadings, appeals, cross-objections or petitions for executions, review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said cause in all its stages subject to payment of fees for each stage.
3. To file and take back documents, to admit and/or deny the documents of opposite party.
4. To withdraw or compromise the said case or submit to arbitration-any differences or disputes that may arise, touching or any manner relating to the said case.
5. To take execution proceedings.
6. To deposit, draw and receive money, cheques, cash and grant receipt thereof and to do all other acts and things which may be necessary to done for the progress and in the course of the prosecution of the said case.
7. To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whatever he may think fit to do so and to sign the power of attorney on our behalf.

AND I/we the undersigned do hereby agree to ratify and confirm all, acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

AND I/we undertake that I/we or my/our duly authorized agent would appear in the Court on all hearings and will inform the Advocate for appearance when the case is called.

AND I/we undersigned do hereby agree not to hold the Advocate or his substitute responsible for the result of the said case. The adjournment & other costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain for himself.

AND I/we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid.

IN WITNESS WHEREOF I/we do here unto set my/our hand these presents the contents of which have been understood by me/us on this 24 Aug 2020

For TIME TOWER INTERNATIONAL PVT. LTD.]

Accepted subject to the terms of the fees.

Advocate(s)

(H.K.JASSI)
D/184-D/1977
9810078159

1173m

Ashok Kumar Gupta
Client(s)
27/7/20

Identified by
Ashok
(Ashok Gupta)

(Rajendra Kumar Pandey)
A.Y.R. 0255/2012, Room No. A-21, Patrasar Colony
9935209692, 9950409605 Ashok Nagar, Allahabad

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Accepted

Adw. Sh. Gupta

(Ashutosh Gupta)

Adv.

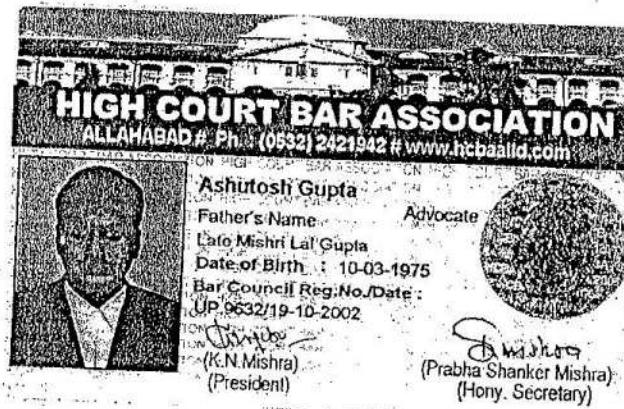
A/A 1455/2012

Resi/Off 405 B/171 C

Akbar Nagar, Allahabad

9454357056, 9335129911

adwashutoshgupta@gmail.com



I. Card No. : 0447
Advocate on Roll No.:
 Membership Date & : 06-02-2007 **Resident Member**
 Category
 Comp. Sr. No. : A-1610
 Permanent Address : Ganesh Ganj Ruty Bazar Rura Kanpur Dehat-
 209903
 Local Address : Vijay Agrawal 34-Ashok Nagar Allahabad-211001
 Phone No. (M) : 9454357058
 (R) : 9335120911
 (O) :
 Blood Group : B+
 MB13 N15086

Holder's Signature

:: Verify e-Court Fee Receipt

Receipt Details

Note : This Receipt has been generated 0 days ago.

Government of Uttar Pradesh e-Court Fee Receipt	
Issue Date & Time	: 27-AUG-2020 11:06:12
Name of The Acc	: AVINASH PANDEY
Location	: UTTAR PRADESH
Receipt Type	: Court Fee Receipt
Name of Litigant	: ASHOK KUMAR GUPTA
e-Court Fee Receipt No	: UPCT2712H2006L918
e-Court Fee Amount	: 125 (Rupees One Hundred Twenty-Five Only)
Particulars Amount (Rs.)	
Memo	: 100
Stay Application	: 5
Delay Condonation Application	: 0
Affidavits	: 10
Vakalatnama / Parcha	: 10
Misc Applications	: 0
Other Annexures, if Any	: 0
Status	: Not Locked

[Back](#)

IN THE HON'BLE HIGH COURT OF JUDICATURE AT ALLAHABAD

CIVIL MISC. WRIT PETITION NO. OF 2020

(Under Article 226 of Constitution of India)

(DISTRICT – GAUTAM BUDH NAGAR)

IN THE MATTER OF:

Time Tower International Private Limited
Having its Registered Office at
3618, Sudershan Market, Chawri Bazar, Delhi-110 006.
Through its Director Mr. Ashok Kumar Gupta.

22889/20
24-8-2020
1 only

.....Petitioner

Versus

1. State of U.P. Through Secretary (Industry & Urban Planning Development),
4th Floor, Lal Bahadur Shastri Bhawan, (Annexy Building)
Sarojini Naidu Marg, Lucknow.
 2. Greater Noida Industrial Development Authority
Plot No. 01, Knowledge Park-04, Greater Noida,
Gautam Budh Nagar, U.P. 201308.
Through its Secretary.
 3. Chief Executive Officer,
Greater Noida Industrial Development Authority (GNIDA),
Plot No. 01, Knowledge Park-04, Greater Noida,
Gautam Budh Nagar, U.P. 201308.
 4. Deputy General Manager (I.T.),
Greater Noida Industrial Development Authority (GNIDA),
Plot No. 01, Knowledge Park-04, Greater Noida,
Gautam Budh Nagar, U.P. 201308.

.....Respondents

To.

The Hon'ble Chief Justice and his other esteemed companion Judges of the aforesaid Court