

Ascot Projects Private Limited

Date: 19.02.2018

The C.E.O. (I.T.)
Greater Noida Industrial Development Authority
Plot No. 01, Knowledge Park-04,
Greater Noida,
Gautam Budh Nagar-201308

Reg: Plot No. 10, Sector-tech zone-4, Greater Noida leased out to M/S Ascot Project Pvt Ltd

Sub: - Request for grant of "Zero period of installments, Interest/ penal interest/ Lease rent" and extension of time for construction as well as period of payment.

Respected Sir,

We would like to bring the following relevant facts to your kind notice with request to consider it sympathically, fairly and in justified manner.

1. The said Plot was allotted to the company with various terms and conditions. Both the parties i.e. The Company on one part and Development Authority on other part had to comply with the terms and conditions relating to each party. In other words the terms and conditions having reciprocal obligations. After the initial payment towards allotment and registration money made by the company, the Development authority had to perform its part of the terms and conditions which contained issue of the check list before execution of Lease Deed and possession.

27, Jai Laxmi Apartment, I.P. Extension, Patparganj, Delhi East, Delhi 110092


20-2-18
GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
1, Knowledge Park - 4, Greater Noida City
Distt. -Gautambudh Nagar (U.P.) PIN-201310

2. Unfortunately the Development Authority failed to perform its part of the obligation and did not issue the check list as required by the terms and conditions, inspite of repeated request by the company, compelling the company to file a Writ Petition No.47635 of 2009 titled M/S Ascot Projects Pvt Ltd Versus Greater NOIDA .and other in the Hon'ble High Court at Allahabad, to seek the directions from the Hon'ble High court against the Development Authority to perform its part of the obligations.
3. After hearing both the parties the Hon'ble High Court passed an interim order on 13.10.2009. Before the Hon'ble High court the development Authority accepted such obligation and failure to issue check list and submitted the plan to carry out the development of the infrastructure with assurance to complete the same by March 2010 but it was further delayed for a considerable time.
4. The development Authority belated the development of the infrastructure, which was condition precedent for making further payment. Anyhow the company made the subsequent payment and furtherance of understanding with development Authority also withdrew the aforesaid writ Petition, followed by the execution of the Lease Deed by the Development Authority and due submission of the Construction plan by the company.
5. Due to period of long uncertainty caused by multiple writ Petitions filed before Allahabad high court & Supreme court of India and observation expressed by High Court/Supreme Court of India regarding land acquisition in Greater Noida, farmers agitations for remand back their land and negative publicity by local and National News papers, T.V. channels, only Notional possession of the above plot was given to the developer.

6. At the time of execution of lease deed only Notional Possession was given to the Developer as Land acquisition in Greater Noida was challenge by farmers before Allahabad High Court & Supreme court of India. There was extensive agitation by farmers for remand back of their land then was going on. Local and National news papers, T.V channels were also projecting land acquisition in negative manner.
7. After getting the lease deed executed, the company tried to carryout some initial work on spot like leveling and constructing the boundary wall but such initial work could not be commenced because of the strict resistance by the farmers.
8. The Company remained always ready and willing and eager to commence the construction but because of the farmer's agitation and their physical resistance, the company could not commence any construction. It was obligatory on the part of the development authority to provide the adequate security and remove the farmers from the spot. In this respect the company sent various letters to the development authority with request to extend the time for completion of project for further five years and waiver of lease rent, interest on instalments during the period of dispute.
9. Your kind attention is drawn to the Policy formulated by the authority on 10.12.13, reiterated on 28.03.16 to allow Zero Period of interest/rent etc for the period during which because of the farmer's agitation no development work could be carried out.
10. From the aforesaid facts and reasons, it is candidly proved that because of the litigations in respect of acquisition of land relation to large number of villages falling under GNIDA authority, intense farmers agitations, delay in construction of peripheral work by GNIDA authority, its inability to clear site map adversely affected the schedule development plan. For this serious situation, Company is not responsible, hence the

company should not be pressed with the payment of Installments , lease rent, interest and penal interest for this affected period.

11. As the authority is a public authority and falls within the definition of State as per Article 12 of Constitution of India, it has to act fairly, judiciously and instead of penalizing the company for no fault, must act as a facilitator and provide the zero period as referred above. It has come to the notice of the company that the zero period as being demanded by the company has been granted to some developers.
12. The authority has taken decision to give relaxation of zero period to many allottees in the same area. The photocopy of newspapers cutting is attached herewith for your reference.

Therefore, the Company humbly request the authority to provide the zero period pertaining to the effected period in respect of payment of installments, interest lease rent and any other charges and accordingly extend the period of construction. We are ready to pay the balance (if any) after the relaxation of zero period at earliest.

With warm regards,

Yours faithfully

For Ascot Project Pvt Limited

Ascot Projects Private Limited


Director

Director


Enclosed: Relevent Documents

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
1, Knowledge Park - 4, Greater Noida City
Distt. - Gautam Buddha Nagar (U.P.) PIN-201310

List of Documents alongwith representation for Zero Period
Ascot Projects (P) Ltd.
Plot No. 10, Sector Tech Zone-IV, Greater Noida

S.No.	Date	Particulars
1	03.10.2008	Allotment Letter
2	28.01.2013	Lease deed in faour of M/s Ascot Projects (P) Ltd.
3	15.02.2013	Supreme Court of India order regarding possession of the property in favour of the farmers
4	06.04.2013	Farmer's letter to District Magistrate Gautam Budh Nagar referring Supreme Court's order dated 15.02.2013
5	07.09.2013	Farmer's letter to District Magistrate Gautam Budh Nagar referring Supreme Court's order dated 15.02.2013
6	07.09.2013	Farmer's letter to S.S.P. Gautam Budh Nagar referring Supreme Court's order dated 15.02.2013
7	11.10.2013	Farmer's letter to Chairman/C.E.O. GNIDA Gautam Budh Nagar referring Supreme Court's order dated 15.02.2013
8	11.10.2013	Farmer's letter to S.P. (R.A.) Gautam Budh Nagar referring Supreme Court's order dated 15.02.2013
9	11.10.2013	Farmer's letter to MD/ CEO Airwil Projects (P) Ltd referring Supreme Court's order dated 15.02.2013
10	05.11.2013	Farmer's letter to Ascot Projects (P) Ltd referring Supreme Court's order dated 15.02.2013
11	08.11.2013	Farmer's letter to S.S.P Gautam Budh Nagar referring Supreme Court's order dated 15.02.2013
12	03.07.2013	Our Letter to A.C.E.O. (IT), GNIDA Gautam Budh Nagar regarding disturbance/ encroachment in the Plot
13	22.08.2013	Our Letter to A.C.E.O. (IT), GNIDA Gautam Budh Nagar regarding disturbance/ encroachment in the Plot
14	17.09.2013	Our Letter to SSP regarding disturbance/ encroachment in the Plot
15	15.01.2014	Our Letter to Chairman, GNIDA Gautam Budh Nagar regarding disturbance/ encroachment in the Plot & request for waiver of Lease Rent & Interest on installments during the tenure of disturbance
16	02.04.2014	Our Letter to C.E.O., GNIDA Gautam Budh Nagar regarding disturbance/ encroachment in the Plot & request for waiver of Lease Rent & Interest on installments during the tenure of disturbance
17	28.05.2014	Our Letter to C.E.O., GNIDA Gautam Budh Nagar regarding disturbance/ encroachment in the Plot & request for waiver of Lease Rent & Interest on installments during the tenure of disturbance
18	02.07.2014	Our Letter to A.C.E.O., GNIDA Gautam Budh Nagar regarding disturbance/ encroachment in the Plot & request for waiver of Lease Rent & Interest on installments during the tenure of disturbance
19	17.12.2014	Sale deed of disputed land in favour of GNIDA by the farmers
20	01.05.2015	Manager (IT), GNIDA Letters to Farmer for allotment of plot in land exchange
21	05.06.2015	Two Lease deed in faour of farmers gainst exchange plot by GNIDA
22	15.11.2017	Our Letter to C.E.O. (I.T.), GNIDA Gautam Budh Nagar requesting grant of "Zero period of installments, Interest/ Penal Interest/ Lease rent" and extension of time for construction as well as period of payment.


 2018
 DEVELOPMENT AUTHORITY
 Greater Noida
 1, Knowledge Park - II, Greater Noida City
 Distt.-Gautambudh Nagar (U.P.) PIN-201310