

## Meeting Notice

This notice is issued to all present Governing Body members to be held as per below details.

<b>Meeting Name</b>	Governing Body Meeting
<b>Date of Meeting</b>	23 March 2025
<b>Time of Meeting</b>	11:00 AM India Time
<b>Location</b>	Virtually on Zoom Meeting (Meeting link will be shared at Whatsapp)
<b>Meeting to be Chaired By</b>	Mr. Ram Pukar Maurya (President)
<b>Meeting Invitees</b>	R P Maurya (President), Sunil Kumar Sharma (Vice President) Shamendra Singh (General Secretary) Moher Singh (Treasurer), Rudraksh Khandelwal (Deputy Secretary), Nripendra Singh (Executive Member) Angelo Rodriguez (Executive Member), Chakit Singhal (Executive Member), Amardeep Singh Sethi (Executive Member)

### Agenda of the Meeting as below:

Agenda No.	Agenda	Notes
1.	Discuss the filing of caveat before Hon'ble SC to ensure HBs are heard by Supreme Court before passing an order of Stay on AHC order or pass any order on SLPs filed by Banks, RP or YEIDA.	
2.	Discuss on filing an SLP in SC to clarify on points regarding finality of claims of HBs and existence and continuity of AR from CIRP in AHC's order execution.	
3.	Discuss on sending representation to YEIDA to convey suggestions of homebuyers (attached herewith).	
4.	Discuss the requirement of a printer and scanner for society office.	

Date: 22nd Mar, 2025

Secretary / Dy. General Secretary

Registered Office: 803, Tower 8, Zen Spire, Ramprastha Green, Sector-9, Vaishali, Ghaziabad, UP-201010

Email: members.jpssc@jpscws.com

Moher Singh

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**Minutes of Meeting**

This MoM is issued to all present Governing Body members as per below details:

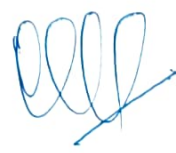
<b>Meeting Name</b>	Urgent Governing Body Meeting –
<b>Date of Meeting</b>	23 March 2025
<b>Time of Meeting</b>	11:00 AM India Time
<b>Location</b>	Virtually on Zoom Meeting
<b>Meeting Chaired By</b>	Mr. Ram Pukar Maurya (President)
<b>Meeting Attendees</b>	Mr. R. P. Maurya (President), Mr. Sunil Kumar Sharma (Vice President) Mr. Moher Singh (Treasurer), Mr. Rudraksh Khandelwal (Deputy Secretary), Mr. Nripendra Singh (Executive Member) Mr. Amardeep Singh Sethi (Executive Member) Mr. Shamendra Singh (General Secretary)
<b>Absent Members</b>	Mr. Chakit Singhal (Executive Member), Mr. Angelo Rodriguez (Executive Member)
<b>Quorum</b>	Complete

Minutes on the Agenda of the Meeting are as follows:

Agenda No.	Agenda	Notes
1	Discuss the filing of caveat before Hon'ble SC to ensure HBs are heard by Supreme Court before passing an order of Stay on AHC order or pass any order on SLPs filed by Banks, RP or YEIDA.	Members discussed this and agreed to file the caveat before Hon'ble SC to protect HBs interests.  Caveats has been filed by Adv. Abhishek under two case titles  WRIT - C No. - 21532 of 2021   Jaypee Sports City Welfare Society and another Vs State of U.P. and 2 others  WRIT - C No. - 6049 of 2020   M/s Jai Prakash Associates Ltd Vs State of U.P. and another





2	<p>Discuss on filing an SLP in SC to clarify on points regarding finality of claims of HBs and existence and continuity of AR from CIRP in AHC's order execution.</p>	<p>Governing Body Members discussed this and decided not to go ahead with filing SLPs in Supreme Court as it will be considered as challenging order of AHC which is in favor of HBs, Instead, we will be countering as respondents to any points raised by RP on behalf of JAL or Creditor Banks and Representatives Or YEIDA with State of UP in SC in their SLP that tries to seek stay or that may affect interest of HBs.</p> <p><b>Point of Clarifications</b></p> <p>1. AR Amarpal has been appointed by AHC and society shall not challenge it to have its own selected person but seek cooperation of AR Amarpal and only when and if any difficulties are faced we may approach AHC with the issue and replacement.</p> <p>2. Continuation of AR in State Committee due to any changes in CIRP. Members discussed with Adv. Abhishek and all agreed that when such situation comes we can approach AHC at that time and ask for appointment of another person and there is no need to take it up now.</p> <p>3. Issue of whether HBs should have claims in NCLT as well YEIDA being asked to take care of HBs projects, shall be decided by SC itself when RP and YEIDA bring it up. Though we would prefer that all the money paid by HBs to JAL is retained by YEIDA with interest and HBs liability for all reliefs to stay with YEIDA, and we may ask SC for this when matter comes up. As of now we don't have to rake up the issue on our own and better left for JAL and YEIDA to litigate it before SC. HBs shall continue to press its claim with both YEIDA and RP till SC makes it clear.</p> <p>4. Payments to AR Amarpal for being part of state committee representing HBs. As there are no directions by AHC to pay AR by HBs there is no requirement for society to make any payments to him and AR Amarpal shall ask for any remuneration in Hon'ble AHC or SC and get directions in this regard. Though society may pay AR on its own discretion as it deem appropriate and fit without any right of AR to ask for it.</p>
3	<p>Discuss on sending representation to YEIDA to convey suggestions of homebuyers prior to board meeting of YEIDA (attached</p>	<p>It was decided that GB will hold meeting with the AR Mr. Amarpal and ask him to formally submit a representation to YEIDA and State Government on behalf of HBs conveying the issues and</p>



Mohar Singh






	herewith as Annexure A to these minutes)	suggestions of HBs. Some members of Society may accompany AR Amarpal to such meetings.
4	Discuss the requirement of a printer and scanner for society office.	Society office staff requires and printer cum scanner as at present they need to market to get printing scanning work done and it was decided to go for a Laser printer which has low running cost. A budget of Rupees 20,000/- was approved for the same.

Date: 23 March 2025



Secretary / Dy. General Secretary



Mr. R. P. Mathya  
(President)



Mr. Sunil Kumar Sharma  
(Vice President)

Mr. Shamendra Singh  
(General Secretary)



Mr. Moher Singh  
(Treasurer)



Mr. Rudraksh Khandelwal  
(Deputy Secretary)



Mr. Nripendra Singh  
(Executive Member)

Mr. Angelo Rodriguez  
(Executive Member)

Mr. Chakit Singhal  
(Executive Member)



Mr. Amardeep Singh  
Sethi (Executive Member)

## ANNEXURE - A

Suggestions and Request of HBs for AR Amarpal to take to Chairman and CEO of YEIDA for consideration for appropriate and comprehensive protection of Homebuyers of Jaypee Sports City in different categories and situation and to formulate policies as well as terms and conditions to new to be appointed developer

### 1. Creation of Portal to register HBs Grievances and gather information by digital channel

As you know there are more than 4000 HBs who will be approaching Nodal Officer with their documents and grievances, primary method shall be to record it through online portal where HBs can upload their documents related to Allotment, Payments, Agreements, Cancellations, Court Refund Orders, or any other documents and communication with JAL. This will help in sorting and organizing data in a way that is easy to categorize and help in formulating the policies and rules. Also, it will help lot many allottees who are in either different cities in India or NRIs

outside

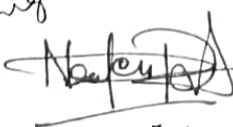
India.

### 2. Based on our internal discussions with society members as well as some nonmembers, and questions they ask us we have following categories

#### A. Flat Buyers - Refund Seekers

A1. These are flat buyers who do not want possession for various reasons and just want refund of their money solely because it has been too long, and their needs have changed, or they are unable to afford it further based on circumstances. If it does not jeopardize the interest of those who are seeking possession of homes, they shall be offered refund as per directions of AHC and shall be part of Exit Policy.

#### B. Flat and Plot Buyers - Refund orders from Court - No Refund Done.



These are allottees, who have filed cases in UP RERA or Consumer Courts, and were given refund orders, but they never received any refund. Such HBs may be offered 2 choices.

**B1.** Take Refund with Interest as per High Court Order or Other Court Order whichever is higher interest rate.

**B2.** Withdrawal of Refund Order by Allottee and Reinstatement of Allotment with same T&C as with JAL prior to 2020

## **C. Flat and Plot Buyers with Refund Orders from Courts and Partial Refund given by JAL.**

These are allottees, who have filed cases in UP RERA or Consumer Courts, and were given refund orders, and they have received partial refund Such HBs may be offered 2 choices as well.

**C1.** Take remaining refund with Interest as per High Court Order or Other Court Order whichever is higher interest rate.

**C2.** Pay back the amount received as refund including interest, by Allottee and Reinstatement of Allotment with same T&C as with JAL prior to 2020.

## **D. Flat and Plot Buyers whose allotments were cancelled by JAL on request of Allottee.**

Such HBs may be given following options.

**D1.** Take refund with Interest as per High Court Order

**D2.** Reinstatement of Allotment with same T&C as with JAL prior to 2020.

## **E. Flat and Plot Buyers who seek possession.**

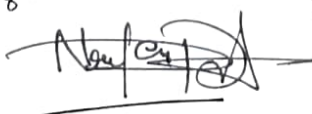
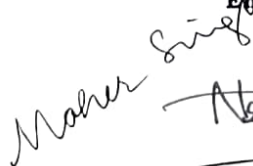
**E1.** Flat or Plot buyers who want Possession of their Units and have paid up-to 70% -100% amounts of considerations to JAL under Down Payment or Bank Subvention Schemes or through any other Scheme.

These HBs shall be offered their units as per agreed T&C and no further demand for payment shall be made until possession is offered. Final Demand shall be made at the time of possession and upon full payment lease deeds be registered.

**E2.** Flat and Plot buyers who has paid less than 70% of consideration and seek possession.

These HBs shall be asked to pay amount up to 70% of consideration in reasonable installments and remaining 30% shall be asked at the time of possession and lease deeds be registered upon full payment.

**E3.** All flat and plot buyers right to seek compensation for delay shall be protected and they shall be compensated by developer appointed by YEIDA, or YEIDA whoever keeps the right on land.



E4. Those plot buyers who have already paid 100% of dues shall be given possession immediately and lease deeds be registered.

**F. Plot Buyers who have been offered possession of Residential Plots without completing amenities and sub-lease deeds registered.**

These Plot buyers shall be given fresh lease deeds directly with YEIDA or with new Developer appointed by YEIDA for 90 Years, as was to be originally, as presently 14 years have passed that these plot buyers could not enjoy their benefit.

Also, they shall be asked to complete their housing units on plots within 3 years from the date of new lease deed registration as per YEIDA byelaws.

Their right to get compensation for delay shall be protected.

**G. Plot cum Villa Buyers where JAL was to sublease the plot with partially built houses.**

These allottees may be given choice to convert the allotment to just the plot and sublease be registered for plot and to do construction on their own as per YEIDA byelaws. Same rate for plot shall be applied as rate of plots in adjacent project in year of their allotment. Their right to get compensation for delay shall be protected.

**3. Question of Delay Penalty for those Plot and Flat Buyers who wants possession.**

As rights of HBs under Consumer Act and RERA has been protected in Hon'ble AHC directions, and In interest of justice and to avoid litigations these allottees shall be offered delay penalty on amounts they have paid to JAL, and this amount shall be recovered from payments made by JAL to YEIDA, as well as, shall be part of T&C with new developer to be appointed. A fair rate of interest shall be decided by committee as per UP RERA Rules. This delay penalty shall be adjusted against any due payments to be done by HBs.

**4. Question of Delay Penalty and Interest Charged by JAL to Plot and Flat Buyers.**

JAL has charged Delay Penalty and Interest on late or no payments when HBs refused to make payments to JAL as there was no progress in construction. Such delay penalty and interest shall be reviewed by Nodal Officer and waived off or adjusted against delay penalty to be paid to Flat and Plot buyers for delay in possession.

**5. Technical assessment of Projects and Transfer of allotment from one Project to another Project of Residential Flat developments. / Refund for unviable project.**



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All residential projects shall go under structural and integrity assessment to ensure projects are safe to construct and if any project is unviable then HBs shall be offered to choose units in different alternative project, a unit of same size at no extra cost or take offer of refund with interest as prescribed in AHC Order.

Alternatively, allottees may be offered to choose larger or smaller units in alternative project, as per availability, and same rate of allotment as was applicable in alternative project before 2020, shall be used to adjust the consideration for new allotment.

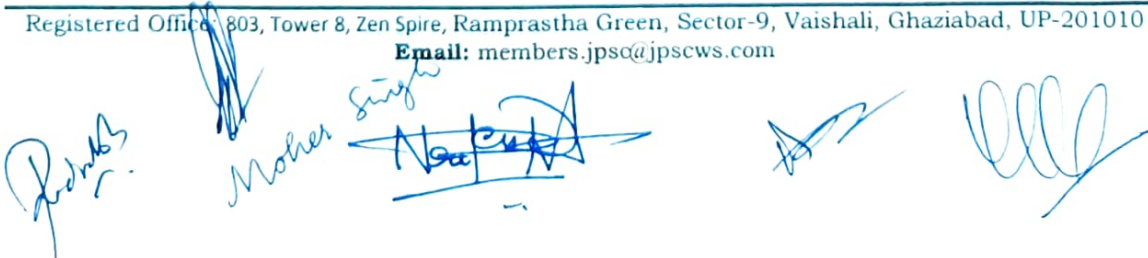
Option of choosing to take refund or alternative unit shall be right of allottee/ Homebuyers.

## 6. Issue of payment of Farmer's Compensation

This cost shall be part of cost to be paid by the new developer who will replace JAL and it shall not be passed onto Homebuyers, to ensure homebuyers only pay what was part of their agreement with JAL in their allotment letters to comply with Hon'ble AHC Order.

## 7. Issue of transfer of Allotment by Allottees

All allottees where plot buyers or flat buyers shall have right to transfer their allotment and new allottee shall have the same rights as original allottee upon such transfer. No transfer cost shall be charge to either original or new allottee because of this transfer.



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