

**IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD**

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**INDEX  
IN**

**AFFIDAVIT OF COMPLIANCE  
(On behalf of Respondent No.2)  
IN**

**CIVIL MISC. WRIT PETITION NO. 6049 OF 2020  
(Under Article 226 of the Constitution of India)**

**(DISTRICT: GAUTAM BUDH NAGAR)**

M/s Jai Prakash Associates Ltd

**...Petitioner**

**Versus**

State of Uttar Pradesh & Anr.

**... Respondents**

S. NO.	PARTICULARS	Date	Annex	Pages
	Compliance Affidavit on behalf Yamuna Expressway Industrial Development Authority/ Respondent No. 2.			1-7
	Copy of the decision taken by the Board of the Respondent Authority at its 75 <sup>th</sup> Board Meeting	02.12.2022	1	8-10

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14/12/22

  
**(SYED IMRAN IBRAHIM)**

Advocate: High Court

(Reg. No. 9785/2010)

Roll No. A/S 2642/13

Counsel for the Respondent No.2

Dated: 15/12/2022

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Affidavit of Nagendra aged about 40 years son of Sri S. S. Verma, resident of Flat No. 401, 04<sup>th</sup> Floor, Tower-20, Lotus Boulevard, Sector - 100, NOIDA.

**(Deponent)**

I, the deponent above named do hereby solemnly affirm and state on oath as under:-

1. That the deponent is the authorized representative of Yamuna Expressway Industrial Development Authority/ Respondent Authority. He is Hindu by religion. The deponent is filing the present Supplementary Affidavit on behalf of Respondent Authority and as such he is fully acquainted with the facts of the case deposed to below.
2. That this Hon'ble Court by its Order dated 09 November 2022 directed the Respondent Authority to "*consider the proposal/ revised proposal (if any) and the decision by it shall be brought on record by means of an affidavit*".

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3. That the Petitioner, Jai Prakash Associates Limited ("**JAL / Petitioner**") on 09 November 2022 submitted a Composite Revised Settlement Proposal dated 08 November 2022 ("**Revised Proposal**"). The Revised Proposal was in supersession of the earlier proposals submitted by the Petitioner dated 30 September 2022 and 27 October 2022.
4. In the Revised Proposal, the Petitioner made an offer to surrender 63.71 Acres of housing land and 11.41 acres of commercial/shopping land and proposed that the land be sold by the Respondent Authority which, according to the Petitioner, will fetch an amount of Rs. 811.14 Crores (as per the Petitioner's calculation). The Petitioner has further proposed that this amount be adjusted against the dues payable by the Petitioner.
5. At the outset, the Respondent Authority disputes and denies the methods of calculation by which the Petitioner has arrived at a figure of Rs. 811.14 Crores as the value that can be realized by sale of the lands referred in the previous paragraphs. The Respondent Authority further states that the same is based on wrong calculations and contrary to the records as maintained by the Respondent Authority.
6. In compliance of this Hon'ble Court's Order, the Revised Proposal of the Petitioner was placed before the Board of the Respondent Authority at its meeting on 02 December 2022 for its decision. The present Affidavit is being filed to place the decision of the Board on the Revised Proposal on the record of the present proceedings. A copy of the decision of the Board is annexed hereto and marked as **ANNEXURE -1** to this affidavit.
7. Broadly, the decision of the Board on the revised proposal are as follows:
  - A. That Revised Proposal submitted by M/s. J.P. International Sports Limited (a division of Petitioner)

in Paragraph (c) stands rejected, as the outstanding dues have been wrongly calculated. Further, the Petitioner is offering land against the outstanding dues which has also wrongly been arrived at on the basis of FAR and the same is not acceptable.

- B. That the proposed sale of land will have to be undertaken by the Petitioner itself. To enable the sale of land, the Respondent Authority is agreeable to restore the lease in favour of the Petitioner in a phased manner on payment of proportionate restoration charges. On payment of the proportionate restoration charges, the lease in favour of the Petitioner will be restored and it can then sell the land and realise the value thereof. Thereafter the Petitioner will deposit the proceeds from the sale of land which shall be adjusted first against the 64.7% additional compensation (no litigation incentive) payable to the farmers, which, as on date, stands at Rs.714,37,20,836.00/- (principal amount) (Excluding sub-lease land).
- C. The aforesaid will have to be paid by the Petitioner within 90 days. The Petitioner will also have to set up an escrow account with the Respondent Authority for payment of the outstanding amount.
- D. That the Petitioner shall be bound to deposit interest payable on the outstanding premium, lease rent and 64.7% additional compensation (No Litigation Incentive) and the same must be deposited by 31 December 2023.
- E. That the entire dues calculated upto 30 November 2022 are hereby frozen and time upto 31 December 2023 is being granted to the Petitioner to deposit the said amount.
- F. That the amount calculated (excluding additional compensation for the sub-leased lands) upto 30 November 2022, as detailed by the Respondent

Authority, shall be taken as final and no discount/rebate of any type will be granted to the Petitioner against this amount.

- G. That the Petitioner shall submit an Affidavit in respect of lands for which restoration will be applied for, and in this affidavit the Petitioner will specifically undertake/declare that said lands have not been mortgaged with any bank or institution and are free from all encumbrances.
- H. That so far as bank guarantee of the Petitioner is concerned, it was decided that the Planning Department of the Respondent Authority shall verify whether Petitioner has completed upto 40% of the core activities or not and if it is found that they have completed these core activities, only then an exemption from bank guarantee will be granted to the Petitioner.
- I. The Petitioner has also sought rebate/exemption on SBI PLR rates. In this regard, it is stated that this issue was taken up in the 74<sup>th</sup> meeting of the Board of Respondent Authority and thereafter an offer of interest on MCLR rates to those allottees, to whom allotments have been made on SBI PLR Rates, was sent to the State Government, for their decision and decision of the Government is still awaited. Any further action in this regard can be taken only after decision taken by Government has been received by the Respondent Authority.
- J. That the Respondent Authority specifically stated that the Sub-lessees of Petitioner are required to deposit 64.7% additional compensation (No Litigation Incentive) directly with the Respondent Authority.

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8. That the Respondent Authority therefore prays that the present Supplementary Affidavit be taken on record and be made part of the pleadings of the present case.

I, the deponent named above, do hereby declare that the contents of paragraph No. 1 of this affidavit is true and correct to my personal knowledge; those of contents of paragraph Nos. 2,3,4,5,6 and 7 (A-J) of this affidavit are based on record; those of contents of paragraph Nos ~~....~~ of this affidavit are based on the information received; and those of contents of paragraphs no. 8 of this affidavit are based on legal advice; which all I believe to be true; that no part of this affidavit is false and that nothing material has been concealed therein.

So Help Me God.



  
**DEPONENT**

I, Syed Imran Ibrahim, Advocate, High Court, Allahabad do hereby identify the deponent from the perusal of the papers in his possession, and I am satisfied that he is the same person making this affidavit.

  
**(Syed Imran Ibrahim)**  
**Advocate**

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Solemnly affirmed and signed before me on this the -  
12 day of December, 2022 at about 10:40<sup>✓</sup>A.M./P.M. by the  
deponent who has been identified by the aforesaid Advocate.

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

**OATH COMMISSIONER**



**YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY**  
( U.P. GOVT. UNDERTAKING )

1st FLOOR, COMMERCIAL COMPLEX, P-2, SECTOR OMEGA-1, GREATER NOIDA  
DISTT. GAUTAM BUDH NAGAR. ( UTTAR PRADESH )  
PHONE : 0120-2395151, FAX 0120-2395150



CODE NO. : 189  
NAME : NAGENDRA  
DESIGNATION : MANAGER  
ADDRESS : FLAT NO. 401, 4th FLOOR,  
TOWER-20, LOTUS  
BOLIBURD, SECTOR-100,  
NOIDA  
VALID FROM : 01.04.2022  
VALID TILL : 31.03.2023

Sign of Card Holder

Issuing Authority

**DIRECTION**

1. IN THE EVENT OF LOSS OF THE CARD, THE EMPLOYEE SHOULD INFORM THE ADMINISTRATIVE OFFICE OR REPORT TO THE POLICE AT THE EARLIEST.
2. IN CASE THE CARD GETS MISPLACED, THE PERSON WHO FINDS IT, IS REQUESTED TO RETURN THE CARD TO THE ADMINISTRATIVE OFFICE OF YAMUNA EXPRESSWAY AUTHORITY.
3. IN CASE THE EMPLOYEE LEAVES THE AUTHORITY ON TRANSFER, DEPUTATION ETC., HE SHALL DEPOSIT THE CARD IN THE ADMINISTRATIVE OFFICE OF THE AUTHORITY.

BLOOD GROUP : B\*

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

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ANNEXURE No.1

IN

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MINUTE BOOK

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एग्जीक्यूटिव द्वारा प्रस्तुत किये गये प्रस्ताव पर प्राधिकरण का पक्ष रखे जाने विषयक।

निर्णय

संचालक मण्डल द्वारा प्रस्ताव अनुमोदित किया गया।

मद संख्या (75/07) :

मै0 जे0पी0 इण्टरनेशनल स्पोर्ट्स (ए डिवीजन ऑफ जयप्रकाश एसोसिएट्स लि0) को एस0डी0जेड0, सैक्टर-25 में आवंटित भूमि के निरस्तीकरण आदेश दिनांक 12.02.2020 के विरुद्ध मा0 उच्च न्यायालय में योजित रिट याचिका सं0-6049/2020 मै0 जयप्रकाश एसोसिएट्स लि0 बनाम उ0प्र0 राज्य व अन्य में मा0 उच्च न्यायालय द्वारा पारित आदेश दिनांक 29.09.2022 एवं दिनांक 09.11.2022 के सन्दर्भ में वादी (आवंटी) द्वारा उपलब्ध कराये गये प्रस्ताव दिनांक 31.10.2022 एवं संशोधित प्रस्ताव दिनांक 09.11.2022 के निर्णय विषयक।

विचार

संचालक मण्डल द्वारा प्रस्ताव पर सम्यक विचारोपरान्त यह निर्णय लिया गया कि-

1. आवंटी मै0 जे0पी0 इण्टरनेशनल स्पोर्ट्स लि0 द्वारा पत्र संख्या जेआईएस-जेएल/एसडीजेड-वाईईए/2022/17 दिनांक 08 नवम्बर, 2022, जो प्राधिकरण में दिनांक 09.11.2022 को प्राप्त हुआ, के बिन्दु संख्या (C) (एजेण्डा पृष्ठ संख्या-131) पर देयता के विरुद्ध भूमि ऑफर किये जाने का प्रस्तुत प्रस्ताव गलत देयता का आगणन करने तथा देयता में एफ0ए0आर0 को आधार बनाये जाने के कारण अस्वीकार किया गया।
2. पुनर्स्थापना शुल्क की मद में आवंटी मै0 जे0पी0 इण्टरनेशनल स्पोर्ट्स लि0 द्वारा अपने प्रस्ताव में विक्रय हेतु प्रस्तावित भूमि को खुद ही विक्रय करना होगा तथा उस भूमि के सापेक्ष समानुपातिक पुनर्स्थापना शुल्क जमा करवाना होगा, तदनुसार ही भूमि पुनर्स्थापित की जायेगी। पुनर्स्थापना के बाद कुल देय भूमि के विक्रय से प्राप्त धनराशि में से सर्वप्रथम प्रथम किस्त मूल धनराशि रु.714,37,20,835.00 लगभग (सब लीज भूमि को छोड़ते हुये) की धनराशि का भुगतान प्रभावित काश्तकारों के 64.7 प्रतिशत (No Litigation Incentive) के विरुद्ध किया जायेगा। यह धनराशि आवंटी द्वारा 90 दिनों के अन्दर जमा करवानी होगी। कुल देयता धनराशि जमा करने हेतु आवंटी को प्राधिकरण के साथ एक Escrow Account खोलना होगा।
3. जैसे-जैसे आवंटी द्वारा समानुपातिक क्षेत्रफल के विरुद्ध पुनर्स्थापना धनराशि जमा की जायेगी वैसे ही समानुपातिक रूप से पुनर्स्थापन की कार्यवाही की जायेगी।
4. इस मद में अवशेष भूमि की पुनर्स्थापना के बाद आवंटी को देय प्रीमियम, देय लीज रेंट, अवशेष 64.7 प्रतिशत (No Litigation Incentive) पर देय ब्याज की धनराशि दिनांक 31.12.2023 तक प्रत्येक दश में जमा करवाना होगा।
5. दिनांक 30.11.2022 को आगणित कुल देयता को फ्रीज करते हुये इसे जमा करने के लिये दिनांक 31.12.2023 तक का समय दिया जाता है।
6. प्राधिकरण द्वारा अपने प्रस्ताव में प्रस्तुत दिनांक 30.11.2022 तक आगणित कुल धनराशि (अतिरिक्त प्रातिकर के सन्बन्ध में सब-लीज की भूमि को

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