

Government of UP

Industrial Development Department; Section -4

No. 2003/77-4-26/23 Appeal/25

Lucknow: Dated 30.04.2026

M/s Nandini Vidya Niketan Pvt. Ltd. .... Revisionist

Vs

Greater Noida Industrial Development Authority (GNIDA) .... Respondent

1. The instant Revision Petition has been filed on behalf of M/s Nandini Pvt. Ltd. challenging the demand letter dated 05-07-2024 issued by the Respondent Authority wherein they have prayed for zero period on account of delayed physical possession of the plot & grant extension of time for completion of construction.
2. Brief facts of the case are as follows: Plot No. NS-70, Sector Omicron-1, Greater Noida admeasuring 1000.48 sq.m. was allotted by Respondent Authority in favour of Revisionist/allottee on 20-11-2006 for setting up a nursery school. The lease deed was executed on 26-12-2008 and possession was handed over on 20-01-2009. On behalf of the Revisionist, it is alleged that the possession certificate was merely a paper possession and that an actual possession has been handed over to him only on 20-07-2020.
3. In view of the delayed possession the Revisionist claims that he is entitled for zero period & free time extension for completion of the project as per the extant policy of the Respondent Authority. On the other hand, Respondent Authority has contended that there was no delay in handing over the possession and therefore the relief sought can't be granted.
4. Heard Mr Ankitesh Agarwal, advocate on behalf of the Revisionist is present in person. Ms Prerna Singh, ACEO, GNIDA on behalf of Respondent Authority is present through VC.
5. The only question that needs to be settled in this revision is to the date on which the actual physical possession of the plot has been handed over to the Revisionist and the consequences thereof. The Revisionist has submitted records of correspondences with the Respondent Authority for obtaining possession of the said plot as reflected in his letter dated 04-03-2009 and 16.07.2020. Another certificate issued by the Respondent Authority has been cited as evidence that the actual physical possession of the plot after demarcation on the ground has been handed over to the Revisionist only on

27-07-2020. Also submitted is a letter dated 10-11-2014, which is an internal communication between the Manager (Institution) & GM (Project) of Respondent Authority acknowledging the letter of the allottee dated 01-10-2014 in which a request was made to provide the possession of the said plot.

6. On the other hand, the Respondent Authority has submitted the copy of the register wherein the Revisionist/allottee has acknowledged the handing over a possession of the plot in question on 29-12-2008. A copy of the register bearing signatures of the allottee/ revisionist was filed by the Respondent Authority and has been taken on record. They have further argued that the Revisionist/allottee has not been complying with the conditions of the lease deed in terms of payment of financial dues as well as completion of the construction milestones as required by the deed. The Respondent Authority has sent multiple default notices dated 13-07-2012, 04-09-2012, 07-06-2013, 09-09-2014, 11-03-2020 & 23-11-2020 for non-adherence to the schedule of payments as specified in the lease deed. It has been further submitted that vide notice dated 21-10-2024, it was indicated that the construction had not been completed despite expiry of the timelines agreed between the parties in the lease deed executed in regard to the plot in question. The Respondent Authority has filed the recent photographs showing that the project is still incomplete.
7. I have carefully perused the records & weighed the arguments advanced by the contesting parties. The fact that the possession of the plot was handed over to the Revisionist/allottee is evident from the records submitted. **The only question is whether it was demarcated on the ground or not.** In this regard, the contention of the Revisionist carries credence for three reasons. Firstly, the Respondent authority – barring the acknowledgement in a despatch register - has failed to produce solid evidence regarding actual demarcation of the plot on the ground before 20.7.2020. Moreover, since the acquisition of the land was under challenge and the litigation was finalized only in year 2011, it could not possibly have been physically delineated and marked on the ground in view of the interim orders of the court. The delay is on account of litigation on land acquisition has been acknowledged by the Respondent Authority and they had framed a zero-period policy to allay the difficulty of developers/allottees. Lastly, the internal correspondence of the Authority dated 01.10.2014 is a tacit admission on the part of the respondents that at least till that date, the question of actual demarcation and possession had not been settled.
8. Having said that, the conduct of the Revisionist/ Allottee has also not been entirely above board and has been in consistent breach of the provisions of the

lease deed. His repeated failures in adhering to the payment schedule, as also failure in starting the construction is clear from the records submitted by the Respondent. It is also not clear as to why the Revisionist /allottee did not pursue the question of demarcation of plot from 2014 to 2020. By his own admissions, all litigations regarding land acquisitions were finally disposed of by the Supreme Court on 14.5.2015. It is clear from the letter dated 16-09-2020 sent by the revisionist to the respondents that while demarcating the road abutting the plot, the authorised surveyor of the Respondent Authority indicated that a part of the plot in question may fall within the road and recommended that a fresh demarcation be carried out. This resulted in a fresh demarcation exercise on 20-07-2020 a certificate for which has been attached on the file. From the photographs submitted at Annexure 19, it is clear that the plot was vacant & available to the allottee for construction, however, he did not do anything about it. The Respondent Authority has also been remiss in not physically demarcating the plot in question and could produce no record of the date on which actual demarcation was done. Mere service of the letter of possession cannot be taken as physical demarcation and handing over the possession of the plot.

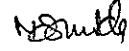
9. On the basis of the above discussions the Respondent Authority is remanded back to the Respondent Authority with the following directions:
  - 1) To examine the records & clearly delineate the date on which actual demarcation of the plot was done and ascertain delays on account of defaults attributable to the Lessor as well as the Authority.
  - 2) In view of the land acquisition proceedings, would the zero period policy be applicable in the instant case? If so, for what period.
  - 3) The plot was institutional in nature and was allotted for construction of nursery school; whereas the photographs of the construction indicates that the building is likely to be used as a commercial complex. This may also be look into.
  - 4) Lastly, the basis of calculation of the time extension charges as acknowledged by the Respondent Authority in its letter dated 05-07-2024 may be examined based on the determination of Point No.1.
10. Revision decided accordingly.

Sd/-  
(Alok Kumar)  
Additional Chief Secretary

Letter No. 2003/77-4-26 /23 Appeal/25 Dated:as above

1. Chief Executive Officer, GNIDA
2. M/s Nandini Vidya Niketan Pvt. Ltd.
3. Director I.T. Invest U.P. – to upload it on the department's website.
4. Guard File

By Order



(Nirmesh Kumar Shukla)  
Joint Secretary