

Government of UP

Industrial Development Department; Section -4

No. 2015/77-4-26/12 Appeal/24

Lucknow: Dated 30.04.2026

M/s Xaara Medical Centre Ltd ..... Revisionist

Vs

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

1. The instant Revision Petition has been filed on behalf of M/s Xaara Medical Centre Ltd challenging the cancellation order dated 05-06-2023 issued by the Respondent Authority with a prayer to grant the zero period from the date of allotment till the date of handing over the physical possession.
2. Brief facts of the case are as follows: Plot No. 35A & 36A, Sector – Knowledge Park-1 Greater Noida admeasuring 5000 sq. m. was allotted to the Revisionist on 11-11-2016 at the rate of Rs 16160/ sq.m. for the establishment of 300 bedded hospital. The Revisionist deposited Rs 3.09 crore, which is more than the 30% required for execution of lease deed and handing over possession of the plot. However, the Respondent Authority did not proceed for execution of lease deed and on 05-06-2023 cancelled the allotment letter on account of non-payment of dues. This impugned order dated 05-06-2023 is under challenge in the instant revision petition.
3. Heard Mr Akshay Mohiley, advocate on behalf of the Revisionist and Ms Prerna Singh, ACEO, GNIDA on behalf of Respondent Authority, both present through VC.
4. The case of the Revisionist is that he had duly paid the 30% of the premium of the plot required for execution of the lease deed but the Respondent Authority failed to issue the lease plan owing to an internal dispute between the Planning & Institutional Departments of the Respondent Authority. His application form available at Annexure-3 of Revision Petition clearly states that he requires 5000 sq. m. of land for setting up a hospital on the plots advertised by the Respondent Authority on 16-08-2016. He had also submitted a Detailed Project Report (DPR) for the same. However, the Respondent Authority failed to issue a lease plan – an essential pre-requisite for the execution of the lease deed. He has

cited letters dated 18-01-2020 & 11-05-2021 available , respectively as Annexures 11 & 12 of the Petition , a bare reading of which makes it clear that the lease plan could not be issued solely for the reason that instead of assigning a single plot of 5000 sq.m. to the revisionist / allottee; the Authority issued an allotment letter against 2 amalgamated plots, namely 35A & 36A admeasuring 5000 sq.m. The allotment letter (Annexure-6) is explicit in admitting this fact with the relevant portion reading as under:

*“the Authority is **pleased to allot the plot No 35A & 36A** measuring 5000 sq..m. in Sector Knowledge Park-1 institutional area on lease for a period of 90 years for establishment of hospital.”*

5. Further, two separate lease plans were issued by the Planning Department one with respect to Plot No 35A admeasuring 2500 sq.m. and other with respect to Plot No. 36A admeasuring 2605 sq.m. In this connection the functionaries of the Respondent Authorities write & I quote:

*“चूँकि लीज प्लान अलग-अलग होने के कारण भूखण्ड का पट्टा निष्पादन किया जाना सम्भव नहीं है। अतः भूखण्ड का आवंटन के दृष्टिगत रखते हुए लीज प्लान उपलब्ध कराने का कष्ट करें।”*

They further write “आवंटन के साथ ही उसका पेमेन्ट प्लान भी एक ही है। अतः उक्त भूखण्ड का लीज भी एक ही होना चाहिए, परन्तु संस्थागत विभाग में परियोजना विभाग से दोनों भूखण्डों के लीज प्लान अलग-अलग प्राप्त हुए हैं। चूँकि भूखण्डों के लीज प्लान अलग-अलग होने के कारण भूखण्ड की लीज डीड निष्पादित कराया जाना सम्भव नहीं है। अतः भूखण्ड के आवंटन के दृष्टिगत रखते हुए लीज प्लान उपलब्ध कराने का कष्ट करें।”

6. Clearly, the non-execution of the lease deed cannot be attributed to any default on the part of the lessee/ Revisionist; rather it is a consequence of the inability on the part of the Respondent Authority to issue a lease plan. In this regard, the Respondent Authority’s contention that the Revisionist/allottee wanted to shift his Plot in Knowledge Park-5 and that he was aware of the difficulties of amalgamation of plots because he was so apprised in the interview committee cannot be sustained. The Respondent Authority could easily have issued a combined lease plan or could have provided an alternate single plot of 5000 sq.m. because that was his requirement for the construction of the hospital as clearly stated in his application letter. In this regard, brochure Para A-6 states the allottee can execute the lease deed and take possession of the plot any time after he has deposited 30% of the total premium (**in condition of availability of lease plan**). The Respondent Authority has failed to fulfil

the conditionality of making available the lease plan and therefore there is merit in the contention of the Revisionist.

7. For the reasons cited above, the revision petition is allowed. The impugned order dated 05-06-2023 is set aside and the Respondent Authority is directed to provide the lease plan within 15 days of the passage of this order to enable expeditious execution of the lease deed since 30% of the premium amount has already been deposited as required under the conditions of allotment. The Period between date of allotment and the date of making available the lease plan by the Respondent Authority is declared as a zero period and the Revisionist is entitled to all consequential benefits as per the extant policy of the Respondent Authority in this regard.

Revision decided accordingly.

Sd/-  
(Alok Kumar)  
Additional Chief Secretary

Letter No. 2015/77-4-26 /12 Appeal/24 Dated:as above

1. Chief Executive Officer, GNIDA
2. M/s Xaara Medical Centre 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