

**IN THE NATIONAL COMPANY LAW APPELLATE TRIBUNAL  
AT NEW DELHI  
(APPELLATE JURISDICTION)**

**I.A. NO. OF 2022**

**IN**

**COMPANY APPEAL (AT) (INSOLVENCY) NO. 406 OF 2022**  
(APPEAL UNDER SECTION 61 OF THE INSOLVENCY &  
BANKRUPTCY CODE, 2016, ARISING OUT OF IMPUGNED  
JUDGMENT AND ORDER DATED 25.03.2022, PASSED BY THE  
HON'BLE NATIONAL COMPANY LAW TRIBUNAL, PRINCIPAL  
BENCH, NEW DELHI IN C.P. NO. (IB)-204(ND)/2021)

**IN THE MATTER OF:**

**RAM KISHOR ARORA, SUSPENDED**

**DIRECTOR OF SUPERTECH LTD.**

**... APPELLANT**

**VERSUS**

**UNION BANK OF INDIA AND ANR.**

**...RESPONDENTS**

**AND IN THE MATTER OF:**

**NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**

**.... APPLICANT**

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**THROUGH**



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Date: 25.08.2022

Place: New Delhi



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...**RESPONDENT NO. 2**

**AND IN THE MATTER OF:****NEW OKHLA INDUSTRIAL****DEVELOPMENT AUTHORITY**

ADMINISTRATIVE BUILDING, SECTOR 6,

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UTTAR PRADESH – 201301

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**AND IN THE MATTER OF:**

**NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**

**.... APPLICANT**

**INTERLOCUTORY APPLICATION ON BEHALF OF THE NEW  
OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY UNDER  
RULE 31 AND RULE 11 OF THE NATIONAL COMPANY LAW  
APPELLATE TRIBUNAL RULES, 2016 SEEKING IMPLEADMENT  
AS A RESPONDENT TO THE PRESENT APPEAL.**

**I. RELIEF(S) SOUGHT BY THE APPLICANT:**

- A. Allow the Applicant to be impleaded as a Respondent to the present Appeal.
- B. Direct the Appellant to serve a copy of the present Appeal along with all the Replies, Rejoinders, Applications and Written Submissions to the Applicant.

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- C. Direct the Respondent No. 2 to decide the claim of the Applicant at the earliest; and
- D. Pass any or other order(s) that the Hon'ble Appellate Tribunal may deem fit in the interest of justice.

## II. BRIEF FACTS:

1. That the present Application is filed on behalf of the New Okhla Industrial Development Authority ("**Applicant/Noida Authority**") seeking Impleadment as a Respondent to the present Appeal and a direction to the Respondent No. 2 to decide the claim of the Applicant at the earliest. It is submitted that the outcome of the present Appeal will have a huge bearing on the interest of Noida Authority and therefore, before any further adjudication of the present Appeal, Noida Authority ought to be heard by this Hon'ble Tribunal.
2. That the instant Appeal has been filed by Mr. Ram Kishore Arora, Suspended Director of M/S Supertech Ltd. ("**Corporate Debtor**"), under section 61(1) of Insolvency and Bankruptcy Code, 2016 ("**Code**") assailing the Order dated 25<sup>th</sup> March 2022 ("**Impugned Order**") passed by the Hon'ble National Company Law Tribunal, New Delhi ("**Hon'ble NCLT**") in C.P.NO.(IB)-204(ND)/2021, titled *Union Bank of India vs. M/S Supertech Ltd.* The Hon'ble NCLT *vide* the Impugned Order has initiated the Corporate Insolvency Resolution Process ("**CIRP**") of the Corporate Debtor, appointed Respondent No. 2 as the Interim Resolution Professional ("**IRP**") and declared the moratorium in terms of section 14 of the Code.

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3. That this Hon'ble Tribunal *vide* order dated 12<sup>th</sup> April 2022 had stayed the constitution of the Committee of Creditors ("CoC") and the same was extended *vide* subsequent orders dated 19<sup>th</sup> April 2022, 2<sup>nd</sup> May 2022, 17<sup>th</sup> May 2022, 23<sup>rd</sup> May 2022, 25<sup>th</sup> May 2022, 1<sup>st</sup> June 2022 and 2<sup>nd</sup> June 2022.
4. That thereafter, this Hon'ble Tribunal *vide* order dated 10<sup>th</sup> June 2022 has *inter alia* directed the IRP to constitute CoC only with respect to Eco Village II Project of the Corporate Debtor and that the IRP shall proceed with the completion of the project, resolution and shall be free to prepare Information Memorandum, issue Form -G, invite Resolution Plan. However, this Hon'ble Tribunal had held that no Resolution Plan be put for voting without the leave of this Hon'ble Tribunal. It is submitted that this Hon'ble Tribunal *vide* the said order had directed that all other projects of the Corporate Debtor, apart from Eco Village II Project, shall be kept as ongoing project and the construction of all other projects shall continue with overall supervision of the IRP with the assistance of the ex-management and its employees and workmen.
5. It is submitted that the Applicant herein has filed the claims before the IRP in Form B to the tune of Rs. 7,61,84,44,434/- (Rupees Seven Hundred and Sixty One Crores Eighty Four Lakhs Forty Four Thousand Four Hundred and Thirty Four Only) on 20<sup>th</sup> June 2022 on the online portal made available for filing of the claims in respect of CIRP of the Corporate Debtor and the Applicant has also received the acknowledgement of the same from the IRP *vide* email dated

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20<sup>th</sup> June 2022. A true copy of the claim Form-B filed by the Applicant is annexed herewith and marked as **Annexure A -**

**1.**

A true copy of the acknowledgement email dated 20<sup>th</sup> June 2022 received from the IRP is annexed herewith and marked as **Annexure A - 2**

6. That it is pertinent to mention that the Applicant has filed the claims with respect to the following plots leased to the Corporate Debtor by the Applicant:

- a. Plot No. GHP-07admeasuring 10,679.12 sq. mtrs. situated at Block C, Sector-34, Noida, District - Gautam Buddh Nagar, Uttar Pradesh-201301 leased to Corporate Debtor *vide* Lease Deed dated;
- b. Plot No. GH - 01/A admeasuring 2,00,000 sq. mtrs. situated at Sector 74, Noida, District-Gautam Buddh Nagar, Uttar Pradesh-201301, leased to Corporate Debtor *vide* Lease Deed dated 7<sup>th</sup> October 2010;
- c. Plot No. GH - 03admeasuring 51,000 sq. mtrs. situated at Sector 137, Noida, District-Gautam Buddh Nagar, Uttar Pradesh-201301, leased to Corporate Debtor *vide* Lease Deed dated 26<sup>th</sup> March 2010.

7. That since there was certain discrepancy in the actual claim amount filed by the Applicant and the claim amount being shown on the dashboard of the said online portal, the counsel of the Applicant sent an email to the IRP on 23<sup>rd</sup> June 2020 requesting the IRP to rectify the aforesaid defect on the online portal to reflect the correct claim amount filed by Noida Authority i.e., Rs. 7,61,84,44,434/- (Rupees Seven Hundred

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and Sixty One Crores Eighty Four Lakhs Forty Four Thousand Four Hundred and Thirty Four Only). However, no response was received from the IRP regarding the same. A true copy of the email dated 23<sup>rd</sup> June 2022 sent by the counsel for Noida Authority to the IRP is annexed herewith and marked as **Annexure A – 3**.

8. That having received no response regarding the claim filed by the Applicant, the counsel for the Applicant once again sent an email to the IRP, requesting to verify and admit the claim of the Applicant. In the said email it was stated that as per Regulation 13(1) of the BBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("**CIRP Regulations**"), IRP/ RP has to verify the claims within seven (7) days from the last date of the receipt of claims. However, no response was received yet again from the IRP. A true copy of the email dated 11<sup>th</sup> August 2022 sent by the counsel for Noida Authority to the IRP is annexed herewith and marked as **Annexure A – 4**.
9. That the Hon'ble Supreme Court in ***New Okhla Industrial Development Authority vs. Anand Sonbhadra, 2022 SCC OnLine SC 631***("Shubhkamna Judgment") has held that Noida Authority is the sole owner of the plots leased to the real estate developers.
10. It is submitted that most of the ongoing and completed projects of the Corporate Debtor in the National Capital Region are located on the plots of land owned by the Applicant and leased to the Corporate Debtor. Therefore, any resolution of the Corporate Debtor will have a bearing on the

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rights of the Applicant. Further, the Applicant being the owner of the lands leased to the Corporate Debtor for the purpose of planned industrial development of the area, it should have a say on how the said properties are dealt with in the future.

11. That the Hon'ble Supreme Court in the case of ***Municipal Corporation of Greater Mumbai vs. Abhilash Lal and Ors, (2020) 13 SCC 234*** on the issue of adherence of the conditions of Municipal Corporation of Greater Mumbai before transferring the property belonging to the corporation to the successful Resolution Applicant, had held as under:

*"47. In the opinion of this court, Section 238 cannot be read as overriding the MCGM's right - indeed its public duty - to control and regulate how its properties are to be dealt with. That exists in Sections 92 and 92A of the MMC Act. This court is of opinion that Section 238 could be of importance when the properties and assets are of a debtor and not when a third party like the MCGM is involved. Therefore, in the absence of approval in terms of Section 92 and 92A of the MMC Act, the adjudicating authority could not have overridden MCGM's objections and enabled the creation of a fresh interest in respect of its properties and lands. No doubt, the resolution plans talk of seeking MCGM's approval; they also acknowledge the liabilities of the corporate debtor; equally, however, there are proposals which envision the creation of charge or securities in respect of MCGM's properties. Nevertheless, the authorities under the Code could not have precluded the control that MCGM undoubtedly has, under law, to deal with its properties and the land in question- which undeniably are public properties. The resolution plan therefore, would be a serious impediment to MCGM's independent plans to ensure that public health amenities are developed in the manner it chooses, and for which fresh approval under the MMC Act may be forthcoming for a separate scheme formulated by that corporation (MCGM)."*

12. That the Hon'ble Supreme Court in ***M/s Embassy Property Developments Pvt. Ltd. vs. State of Karnataka & Ors., (2020) 13 SCC 308*** had held that wherever the corporate

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debtor has to exercise a right that falls outside the purview of the Code especially in the realm of the public law, they cannot, through the Resolution Professional, take a bypass and go before the Hon'ble NCLT for the enforcement of such a right.

13. That the Applicant holds the land in public trust and its objectives are to ensure that the land which is allotted to the Real Estate Developers at highly subsidized rates are not misused. The Hon'ble Supreme Court in ***NOIDA Entrepreneurs Association. vs. NOIDA and Ors., (2011) 6 SCC 508*** held that a public authority which holds the property for the public purposes, holds it as a trustee and the Public Authority should ensure that the powers conferred upon are it used for public purposes and public good.
14. That similarly, in ***Manohar Lal Sharma vs. Principal Secretary and Ors., (2014) 9 SCC 516*** wherein the Hon'ble Supreme Court had held that a public property has to be utilised in ways which are beneficial to the public and should not be suggestive of discrimination.
15. That the relevant facts and grounds in support of the aforementioned reliefs are provided in the paragraphs hereinbelow.

### III. GROUNDS:

16. BECAUSE the Applicant has filed the claim in Form B before the IRP on 20<sup>th</sup> June 2022.
17. BECAUSE the IRP has failed to verify and admit the claim of the Applicant even after the period of two (2) months from the date of filing of the claim.

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18. BECAUSE as per Regulation 13(1) of the CIRP Regulations, IRP/ RP has to verify the claims within seven (7) days from the last date of the receipt of claims. Regulation 13(1) of the CIRP Regulations is quoted hereunder:

*“13. Verification of claims. (1) The interim resolution professional or the resolution professional, as the case may be, shall verify every claim, as on the insolvency commencement date, within seven days from the last date of the receipt of the claims, and thereupon maintain a list of creditors containing names of creditors along with the amount claimed by them, the amount of their claims admitted and the security interest, if any, in respect of such claims, and update it.”*

19. BECAUSE in the Shubhkamna Judgment the Hon’ble Supreme Court has held that Noida Authority is the sole owner of the plots leased to the real estate developers.

20. BECAUSE most of the ongoing and completed projects of the Corporate Debtor in the National Capital Region are located on the plots of land leased by the Applicant to the Corporate Debtor. Therefore, any resolution of the Corporate Debtor will have a bearing on the rights of the Applicant. Further, the Applicant being the owner of the lands leased to the Corporate Debtor for the purpose of planned industrial development of the area, it should have a say in how the said properties are dealt with in the future.

21. BECAUSE the Hon’ble Supreme Court in the case of **Abhilash Lal (Supra)** on the issue of adherence of the conditions of Municipal Corporation of Greater Mumbai before transferring the property belonging to the corporation to the successful Resolution Applicant, had held as under:

*“47. In the opinion of this court, Section 238 cannot be read as overriding the MCGM’s right – indeed its*

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*public duty - to control and regulate how its properties are to be dealt with. That exists in Sections 92 and 92A of the MMC Act. This court is of opinion that Section 238 could be of importance when the properties and assets are of a debtor and not when a third party like the MCGM is involved. Therefore, in the absence of approval in terms of Section 92 and 92A of the MMC Act, the adjudicating authority could not have overridden MCGM's objections and enabled the creation of a fresh interest in respect of its properties and lands. No doubt, the resolution plans talk of seeking MCGM's approval; they also acknowledge the liabilities of the corporate debtor; equally, however, there are proposals which envision the creation of charge or securities in respect of MCGM's properties. Nevertheless, the authorities under the Code could not have precluded the control that MCGM undoubtedly has, under law, to deal with its properties and the land in question- which undeniably are public properties. The resolution plan therefore, would be a serious impediment to MCGM's independent plans to ensure that public health amenities are developed in the manner it chooses, and for which fresh approval under the MMC Act may be forthcoming for a separate scheme formulated by that corporation (MCGM)."*

22. BECAUSE the Hon'ble Supreme Court in ***Embassy Property (Supra)*** had held that wherever the corporate debtor has to exercise a right that falls outside the purview of the Code especially in the realm of the public law, they cannot, through the Resolution Professional, take a bypass and go before the Hon'ble NCLT for the enforcement of such a right.
23. BECAUSE this Hon'ble Tribunal in ***New Okhla Industrial Development Authority vs. Abhishek Anand, 2022 SCC OnLine NCLAT 161***, in context of the present Applicant, after relying upon ***Abhilash Lal (Supra)*** held as under:

*"14. The above judgment of the Hon'ble Supreme Court fully supports the contention of the learned Counsel for the Appellant that Section 238 of the IB Code cannot be pressed to override the power of the Appellant as entrusted to it under the UP Industrial Area Development Act, 1976. We, thus, are of the opinion that the order of NCLT allowing the*

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*Application filed by the Liquidator regarding transfer of Plot in favour of auction purchaser does not obviate the consideration of transfer of Application as per the existent Policy namely the Policy & Procedure for Institutional Property Management - March, 2009. The Adjudicating Authority ought to have issued direction to consider the Transfer Application for transferring the auctioned Plot in accordance with the existent Policy. We, thus, are of the view that the direction of the Adjudicating Authority issued in paragraph 8(a) has to be read to mean that Adjudicating Authority directed the Appellant to consider the transfer of the Plot and expression "shall transfer" need not be read to mean that the Appellant has to transfer the Plot without the Respondent complying with the requirements of the Transfer Policy. The Respondent having already made an Application on 16.02.2022 in the prescribed proforma and is ready to comply all the terms and conditions of the Policy, the Appellant may consider the Application made on 16.02.2022 on merits and take an appropriate decision at an early date without considering its order dated 03.03.2022, by which the Application was rejected on the ground of pendency of Court case."*

24. BECAUSE the Applicant holds the land in public trust and its objectives are to ensure that the land which is allotted to the Real Estate Developers at highly subsidized rates are not misused.
25. BECAUSE the Hon'ble Supreme Court in **NOIDA Entrepreneurs (Supra)** held that a public authority which holds the property for the public purposes, holds it as a trustee and the Public Authority should ensure that the powers conferred upon are it used for public purposes and public good.
26. BECAUSE in **NOIDA Entrepreneurs (Supra)** the Hon'ble Supreme Court held as under:

*"38. The State or the public authority which holds the property for the public or which has been assigned the duty of grant of largesse, etc. acts as a trustee and, therefore, has to act fairly and reasonably. Every holder of a public office by virtue of which he acts on behalf of the State or public body is ultimately accountable to the people in whom the*

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sovereignty vests. As such, all powers so vested in him are meant to be exercised for public good and promoting the public interest. Every holder of a public office is a trustee.

39. State actions are required to be non-arbitrary and justified on the touchstone of Article 14 of the Constitution. Action of the State or its instrumentality must be in conformity with some principle which meets the test of reason and relevance. Functioning of a "democratic form of Government demands equality and absence of arbitrariness and discrimination". The rule of law prohibits arbitrary action and commands the authority concerned to act in accordance with law. Every action of the State or its instrumentalities should neither be suggestive of discrimination, nor even apparently give an impression of bias, favouritism and nepotism. If a decision is taken without any principle or without any rule, it is unpredictable and such a decision is antithesis to the decision taken in accordance with the rule of law.

40. The public trust doctrine is a part of the law of the land. The doctrine has grown from Article 21 of the Constitution. In essence, the action/order of the State or State instrumentality would stand vitiated if it lacks bona fides, as it would only be a case of colourable exercise of power. The rule of law is the foundation of a democratic society. [Vide *Erusian Equipment & Chemicals Ltd. v. State of W.B.* [(1975) 1 SCC 70 : AIR 1975 SC 266], *Ramana Dayaram Shetty v. International Airport Authority of India* [(1979) 3 SCC 489 : AIR 1979 SC 1628], *Haji T.M. Hassan Rawther v. Kerala Financial Corpn.* [(1988) 1 SCC 166 : AIR 1988 SC 157], *Shrilekha Vidyarthi v. State of U.P.* [(1991) 1 SCC 212 : 1991 SCC (L&S) 742 : AIR 1991 SC 537] and *M.I. Builders (P) Ltd. v. RadheyShyamSahu* [(1999) 6 SCC 464 : AIR 1999 SC 2468].]

41. Power vested by the State in a public authority should be viewed as a trust coupled with duty to be exercised in larger public and social interest. Power is to be exercised strictly adhering to the statutory provisions and fact situation of a case. "Public authorities cannot play fast and loose with the powers vested in them." A decision taken in an arbitrary manner contradicts the principle of legitimate expectation. An authority is under a legal obligation to exercise the power reasonably and in good faith to effectuate the purpose for which power stood conferred. In this context, "in good faith" means "for legitimate reasons". It must be exercised bona fide for the purpose and for none other. [Vide *Commr. of Police v. GordhandasBhanji* [AIR 1952 SC 16], *Sirsi Municipality v. Cecelia Kom Francis Tellis* [(1973) 1 SCC 409 : 1973 SCC (L&S) 207 : AIR 1973 SC 855], *State of Punjab v. Gurdial Singh* [(1980) 2 SCC 471 : AIR 1980 SC 319]

, Collector (District Magistrate) v. Raja Ram Jaiswal [(1985) 3 SCC 1 : AIR 1985 SC 1622] , Delhi Admn. v. Manohar Lal [(2002) 7 SCC 222 : 2002 SCC (Cri) 1670] and N.D. Jayal v. Union of India [(2004) 9 SCC 362 : AIR 2004 SC 867] .]"

27. BECAUSE in in **Manohar Lal Sharma (Supra)** the Hon'ble Supreme Court had held that a public property has to be utilised in ways which are beneficial to the public and should not be suggestive of discrimination.

28. BECAUSE in **Manohar Lal Sharma (Supra)** it was held as under:

"88. Two recent decisions viz. (1) Centre for Public Interest Litigation [Centre for Public Interest Litigation v. Union of India, (2012) 3 SCC 1] (2G case) and (2) Natural Resources Allocation, In re [Natural Resources Allocation, In re, Special Reference No. 1 of 2012, (2012) 10 SCC 1] directly deal with the question of auction as mode for the disposal or allocation of natural resources. But before we consider these two decisions, reference to some of the decisions of this Court, which had an occasion to deal with disposal of natural resources, may be of some help in appreciating this aspect in correct perspective.

89. P.N. Bhagwati, J. in Kasturi Lal Lakshmi Reddy [Kasturi Lal Lakshmi Reddy v. State of J&K, (1980) 4 SCC 1] had said that where the State was allocating resources such as water, power, raw materials, etc., for the purpose of encouraging setting up of industries within the State, the State was not bound to advertise and tell the people that it wanted a particular industry to be set up within the State and invite those interested to come up with proposals for the purpose. It was also observed that if any private party comes before the State and offers to set up an industry, the State would not be committing breach of any constitutional or legal obligation if it negotiates with such party and agrees to provide resources and other facilities for the purpose.

90. In Sachidanand Pandey [Sachidanand Pandey v. State of W.B., (1987) 2 SCC 295] this Court had observed that ordinary rule for disposal of State-owned or public-owned property, was by way of public auction or by inviting tenders but there could be situations where departure from the said rule may be necessitated but then the reasons for the departure must be rational and should not be suggestive of discrimination and that nothing should be done which gives an appearance of bias, jobbery or nepotism.

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92. The above principle is again stated by this Court in *M.P. Oil Extraction [M.P. Oil Extraction v. State of M.P., (1997) 7 SCC 592]*, in which this Court said that distribution of largesse by inviting open tenders or by public auction is desirable but it cannot be held that in no case distribution of such largesse by negotiation is permissible.”

29. BECAUSE the presence of the Applicant is *sine qua non* for the adjudication of the present Appeal.
30. BECAUSE Applicant herein is a necessary and proper party to the present proceedings.
31. BECAUSE grave prejudice will be caused to the interest of the Applicant if the present Appeal is allowed without providing an opportunity of hearing to the Applicant.
32. BECAUSE this Hon'ble Tribunal has inherent powers under Rule 11 of the National Company Law Appellate Tribunal Rules, 2016 to pass such orders or give such directions as may be necessary for meeting the ends of justice or to prevent abuse of the process of the Appellate Tribunal.
33. BECAUSE the instant Application is bona fide and has been filed in the interest of justice.

**IV. BALANCE OF CONVENIENCE, IF ANY:**

34. The balance of convenience is in favor of allowing the present Interlocutory Application for the reasons stated above.

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**THROUGH**



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Date: 25.08.2022  
 Place: NOIDA

**DECLARATION BY THE APPLICANT**

The Applicant above named hereby solemnly declare (s) that nothing material has been concealed or suppressed and further declares that the enclosures and typed set of material papers relied upon and filed herewith are true copies of the originals or fair reproduction of the originals or true translation thereof.

Verified at NOIDA on 25th day of August, 2022.

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**APPLICANT**  
नोएडा प्राधिकरण



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**VERIFICATION**

I, Vivek Goyal, S/o Late Shri S Kumar, aged about 50 years, working as Manager in the office of the Appellant, do hereby verify that the contents of the paras 1 to 10 are true to my personal knowledge/derived from official record and para 11 to 20 are believed to be true on legal advice and that I have not suppressed any material facts.

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Date : 25.08.2022

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**...APPELLANT**

**VERSUS**

**UNION BANK OF INDIA AND ANR.**

**...RESPONDENTS**

**AND IN THE MATTER OF:**

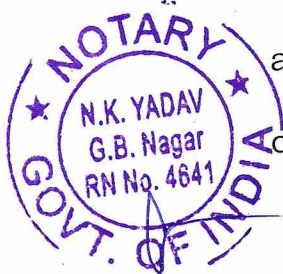
**NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**

**.... APPLICANT**

**AFFIDAVIT**

I, Vivek Goyal, S/o Late Shri S Kumar, aged about 50 years, having its office at Main Administrative Building, Sector-6, Noida, Gautam Budh Nagar, Uttar Pradesh-201301, do solemnly affirm and state on oath as under:

1. That I am posted as Manager in the office of the Applicant, and I am fully conversant with the facts and circumstances of the case and hence, competent to affirm this affidavit.



प्रबंधक  
गुप हाउसिंग  
नोएडा प्राधिकरण

2. That the accompanying Application has been drafted by my Advocates upon my instructions and that I have gone through the content and understood the same.
3. That the contents of Paragraph Nos. 1 to 10 are within my personal knowledge/derived from official record and the contents of Paragraph Nos. 11 to 20 are based on information received by me which I believe the same to be true.

  
**DEPONENT**  
 गुप हाउसिंग  
 नोएडा प्राधिकरण

### VERIFICATION


I, Vivek Goyal, the above-named deponent do hereby verify that the contents of this affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

Sworn/solemnly affirmed before me on this \_\_\_\_ day of August, 2022



  
**DEPONENT**  
 प्रबंधक  
 गुप हाउसिंग  
 नोएडा प्राधिकरण

**ATTESTED**

  
 N K YADAV  
 Advocate Notary  
 (G.B. NAGAR)

25 AUG 2022



**FORM B**  
**PROOF OF CLAIM BY OPERATIONAL CREDITORS EXCEPT**  
**WORKMEN AND EMPLOYEES**

(Under Regulation 7 of the Insolvency and Bankruptcy Board of India  
 (Insolvency Resolution Process for Corporate Persons) Regulations, 2016)

Date: 14.06.2022

To,  
 Mr. Hitesh Goel,  
 The Interim Resolution Professional of M/s Supertech Limited,  
 IBBI Regn No. IBBI/IPA-001/IP-P-01405/2018 -2019/12224  
 Address: KPMG Restructuring Services LLP,  
 Building No.10, Tower C,8<sup>th</sup> Floor,  
 DLF Cyber City, Phase-II,  
 Gurgaon,Haryana – 122002

From,

New Okhla Industrial Development Authority,  
 (A Body Corporate under Section 3 Read with 2(d) of the  
 Uttar Pradesh Industrial Area Development Act, 1976)  
 Main Administrative Building,  
 Sector-6, Noida-201301,  
 District: Gautam Buddha Nagar,  
 Uttar Pradesh, India.

**Subject: Submission of proof of claim.**


Dear sir,

New Okhla Industrial Development Authority, hereby submits this claim in respect of the corporate insolvency resolution process of M/s Supertech Limited. The details for the same are set out below:

PARTICULARS		
1.	Name of the financial creditor	New Okhla Industrial Development Authority
2.	Identification number of the financial creditor	New Okhla Industrial Development Authority is a Body Corporate under

  
 Finance And Accounts  
 Officer (G/H)  
 NOIDA

	(If an incorporated body, provide identification number and proof of incorporation. If a partnership or individual provide identification records* of all the partners or the individual)	Section 3 read with 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976										
3.	Address and email address of the financial creditor for correspondence	<p>Main Administrative Building, Sector-6, Noida-201301, District: Gautam Buddh Nagar, Uttar Pradesh, India.</p> <p>Email: <a href="mailto:commercial@noidaauthorityonline.com">commercial@noidaauthorityonline.com</a></p>										
4.	Total amount of claim (Including any interest as at the insolvency commencement date)	<p>Total Amount of Rs. 7,61,84,44,434/- (<i>Rupees Seven Hundred and Sixty one Crores Eighty Four Lakhs Forty Four Thousand Four Hundred and Thirty Four only</i>) is payable as demonstrated hereinbelow:</p> <p>With respect to Plot No. GHP-07, Block C, Sector-34, Noida, Gautam Buddha Nagar, U.P. – 201301:</p> <table border="1" data-bbox="826 1301 1406 1653"> <thead> <tr> <th>Particulars of Claim</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Water charges</td> <td>Rs. 3,61,84,202/-</td> </tr> <tr> <td><b>Total:</b></td> <td><b>Rs. 3,61,84,202/-</b></td> </tr> </tbody> </table> <p>With respect to Plot No. GH – 01/A, Sector 74, Noida, Gautam Buddha Nagar, U.P. – 201301:</p> <table border="1" data-bbox="839 1939 1414 2018"> <thead> <tr> <th>Particulars of</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Particulars of Claim	Amount	Water charges	Rs. 3,61,84,202/-	<b>Total:</b>	<b>Rs. 3,61,84,202/-</b>	Particulars of	Amount		
Particulars of Claim	Amount											
Water charges	Rs. 3,61,84,202/-											
<b>Total:</b>	<b>Rs. 3,61,84,202/-</b>											
Particulars of	Amount											

  
 Finance And Accounts  
 Officer (G/H)  
 NOIDA


		Claim	
		Lease Premium along with Interest	Rs. 5,98,18,68,041/- ✓
		Lease Rent along with Interest payable for the period between 14.05.2018 and 25.03.2022	Rs. 34,01,62,519/- ✓
		Water Charges	Rs. 10,60,73,728/- ✓
		<b>Total:</b>	<b>Rs. 6,42,81,04,288/-</b>
<p>With respect to Plot No. GH – 03, Sector 137, Noida, Gautam Buddha Nagar, U.P. – 201301:</p>			
		Particulars of Claim	Amount
		Lease Premium along with Interest between 30.06.2017 and 25.03.2022	Rs. 1,11,06,27,184/- ✓
		64.7% Farmer Compensation	Rs. 3,17,00,285/- ✓
		Water Charges	Rs. 1,18,28,475/- ✓
		<b>Total:</b>	<b>Rs. 1,15,41,55,944/-</b>
5.	Details of documents by reference to which the debt can be substantiated	Official records maintained by the financial creditor which include Lease Deed, notices sent by the financial	

Finance And Accounts  
Officer (G/H)  
NOIDA




		creditor for payment of dues and the receipts of the payments which have been received by the creditor.
6.	Details of any dispute as well as the record of pendency or order of suit or arbitration proceedings	N/A
7.	Details of how and when debt incurred	<p>New Okhla Industrial Development Authority had leased out the following plots of land to M/s Supertech Ltd.:</p> <p>a. New Okhla Industrial Development Authority entered into a Lease Deed dated 23.03.2007 with M/s Supertech Ltd. for leasing out the Group Housing Plot No. GHP-07, admeasuring 10,679.12 square meters, situated in Block C, Sector-34, Noida, District-Gautam Buddh Nagar, Uttar Pradesh-201301.</p> <p>b. New Okhla Industrial Development Authority had awarded Group Housing Plot No. GH-01, admeasuring 2,49,410 square meters, situated in Sector-74, Noida, District-Gautam Buddh Nagar, Uttar Pradesh-201301 to a consortium consisting of M/S Supertech Ltd. and M/S Anjara Ltd. <i>vide</i> letter dated 17.08.2010.</p> <p>Thereafter, on the request of consortium members, New Okhla Industrial Development Authority, <i>vide</i> its letter dated 29.09.2010 had sub-divided the Group Housing Plot No. GH-01, Sector-74, Noida in the following manner:</p> <p>i. GH-01/A admeasuring 2,00,000 square meters to be developed by M/S Supertech Ltd.</p> <p>ii. GH-01/B admeasuring</p>

	<p>49,410square meters to be developed by M/S Anjara Ltd.</p> <p>Subsequently, New Okhla Industrial Development Authority had entered into a Lease Deed dated 07.10.2010 with M/s Supertech Ltd. for leasing out the Group Housing Plot No. GH-01/A, admeasuring 2,00,000 square meters, situated in Sector-74, Noida, District-Gautam Buddh Nagar, Uttar Pradesh-201301.</p> <p>c. New Okhla Industrial Authority entered into another Lease Deed dated 26.03.2010 with M/s Supertech Ltd. for leasing out the Group Housing Plot No. GH-03, admeasuring 51,000 square meters, situated in Sector-137, Noida, District-Gautam Buddh Nagar, Uttar Pradesh-201301.</p> <p>M/s Supertech Ltd. owes certain amounts to New Okhla Industrial Development Authority following heads:</p> <p>a. With respect to GHP-07, Block C, Sector-34, Noida:</p> <ol style="list-style-type: none"> <li>i. Water charges.</li> </ol> <p>b. With respect to Plot No. GH-01/A, Sector-74, Noida:</p> <ol style="list-style-type: none"> <li>i. Lease Premium along with Interest</li> <li>ii. Lease Rent along with interest</li> <li>iii. Water Charges</li> </ol> <p>c. With respect to Plot No. GH-03, Sector-137, Noida:</p> <ol style="list-style-type: none"> <li>i. Lease Premium along with Interest</li> </ol>
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 Finance And Accounts  
 Officer (G/H)  
 NOIDA

		ii. 64.7% farmer's compensation iii. Water Charges
8.	Details of any mutual credit, mutual debts, or other mutual dealings between the corporate debtor and the creditor which may be set-off against the claim	N/A
9.	Details of: a. any security held, the value of security and its date, or b. any retention of title arrangement in respect of goods or properties to which the claim refers	Noida has first charge, having priority over the mortgage charge, over the unearned increase in the value of plot leased to M/S Mega Soft Infrastructure Pvt. Ltd., in case of sale or foreclosure of the said plot.
10.	Details of any security held, the value of the security, and the date it was given	N/A
11.	Details of the bank account to which the amount of the claim or any part thereof can be transferred pursuant to a resolution plan	Canara Bank Acc.No: 2817101041860 IFSC Code: CNRB0002817
12.	List of documents attached to this claim in order to prove the existence and non-payment of claim due to the financial creditor	A. Copy of letter dated 14.02.2007 sent by Noida to M/S Supertech Ltd. for allotment of Plot No. GHP-07, Block C, Sector-34, Noida( <b>Annexure – 1</b> ). B. Copy of the Lease Deed dated 23.03.2007 with respect to Plot No. GHP-07, Block C, Sector-34, Noida( <b>Annexure – 2</b> ). C. Copy of letter dated 17.08.2010 sent by Noida to M/S Supertech Ltd. for allotment of Plot No. GH-01, Sector-74, Noida( <b>Annexure – 3</b> ). D. Copy of the letter dated 29.09.2010 sub-dividing the Plot No. GH-01, Sector-74, Noida into Plot No. GH-01/A and GH-01/B ( <b>Annexure – 4</b> ).

	<p>E. Copy of the Lease Deed dated 07.10.2010 with respect to Plot No. GH-01/A, Sector-74, Noida (<b>Annexure – 5</b>).</p> <p>F. Copy of the possession certificate dated 11.10.2010 with respect to Plot No. GH-01/A, Sector-74, Noida (<b>Annexure – 6</b>).</p> <p>G. Copy of the letter dated 21.05.2019 sent by Noida to M/S Supertech Ltd. approving Rescheduling of payment plan with respect to Plot No. GH-01/A, Sector-74, Noida (<b>Annexure – 7</b>).</p> <p>H. Calculation table for Lease Premium for Plot No. GH-01/A, Sector-74, Noida (<b>Annexure – 8</b>).</p> <p>I. Computation of Dues of M/S Supertech towards Capitalised Rescheduling of Payment for Plot No. GH-01/A, Sector-74, Noida (<b>Annexure – 9 (Colly)</b>).</p> <p>J. Calculation table for Lease Rent for Plot No. GH-01/A, Sector-74, Noida (<b>Annexure – 10</b>).</p> <p>K. Copy of letter dated 12.03.2010 sent by Noida to M/S Supertech Ltd. for allotment of Plot No. GH-03, Sector-137, Noida (<b>Annexure – 11</b>).</p> <p>L. Copy of the Lease Deed dated 26.10.2010 with respect to Plot No. GH-03, Sector-137, Noida (<b>Annexure – 12</b>).</p> <p>M. Copy of the possession certificate dated 09.04.2010 with respect to Plot No. GH-03, Sector-137, Noida (<b>Annexure – 13</b>).</p> <p>N. Calculation table for Lease Premium for Plot No. GH-03, Sector-137, Noida (<b>Annexure – 14</b>).</p>
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		<p>O. Computation of Dues of M/S Supertech towards Capitalised Reschedulment of Payment for Plot No. GH-03, Sector-137, Noida (<b>Annexure – 15 (Colly)</b>).</p> <p>P. Calculation table for Famers' Compensation for Plot No. GH-03, Sector-137, Noida (<b>Annexure – 16</b>).</p> <p>Q. Letters/ Documents of Noida showing the Water Charges payable by M/S Supertech Ltd. (<b>Annexure – 17 (Colly)</b>)</p> <p>R. Copy of Noida's Scheme for allotment of Group Housing Plots (<b>Annexure – 18</b>).</p>
<p> (Signature of operational creditor or person authorised to act on his behalf)</p>		
<p>(Sukhbir Singh)</p>		
<p>A.O.</p>		
<p>Address of the person signing</p> <p>NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, MAIN ADMINISTRATIVE BUILDING SECTOR-6, DISTRICT-GAUTAM BUDH NAGAR-201301 (U.P.)</p>		

### AFFIDAVIT

I, Sukhbir Singh S/O Lakshman Singh, currently residing at Administrative Complex Sector 6, Noida do hereby declare and state as follows: -

1. M/s Supertech Ltd., the corporate debtor was, at the insolvency commencement date, being the 25<sup>th</sup> day of March 2022, actually indebted to me for a sum of Rs. 84,19,00,446/- (*Rupees Eighty Four Crores Nineteen Lakhs Four Hundred Forty Six only*).
2. In respect of my claim of the said sum or any part thereof, I have relied on the documents specified below:



  
Finance And Accounts  
Officer (G/H)  
NOIDA

- i. Copy of letter dated 14.02.2007 sent by Noida to M/S Supertech Ltd. for allotment of Plot No. GHP-07, Block C, Sector-34, Noida
- ii. Copy of the Lease Deed dated 23.03.2007 with respect to Plot No. GHP-07, Block C, Sector-34, Noida
- iii. Copy of letter dated 17.08.2010 sent by Noida to M/S Supertech Ltd. for allotment of Plot No. GH-01, Sector-74, Noida
- iv. Copy of the letter dated 29.09.2010 sub-dividing the Plot No. GH-01, Sector-74, Noida into Plot No. GH-01/A and GH-01/B
- v. Copy of the Lease Deed dated 07.10.2010 with respect to Plot No. GH-01/A, Sector-74, Noida
- vi. Copy of the possession certificate dated 11.10.2010 with respect to Plot No. GH-01/A, Sector-74, Noida
- vii. Copy of the letter dated 21.05.2019 sent by Noida to M/S Supertech Ltd. approving Rescheduling of payment plan with respect to Plot No. GH-01/A, Sector-74, Noida
- viii. Calculation table for Lease Premium for Plot No. GH-01/A, Sector-74, Noida
- ix. Computation of Dues of M/S Supertech towards Capitalised Rescheduling of Payment for Plot No. GH-01/A, Sector-74, Noida
- x. Calculation table for Lease Rent for Plot No. GH-01/A, Sector-74, Noida
- xi. Copy of letter dated 12.03.2010 sent by Noida to M/S Supertech Ltd. for allotment of Plot No. GH-03, Sector-137, Noida
- xii. Copy of the Lease Deed dated 26.10.2010 with respect to Plot No. GH-03, Sector-137, Noida
- xiii. Copy of the possession certificate dated 09.04.2010 with respect to Plot No. GH-03, Sector-137, Noida
- xiv. Calculation table for Lease Premium for Plot No. GH-03, Sector-137, Noida
- xv. Computation of Dues of M/S Supertech towards Capitalised Rescheduling of Payment for Plot No. GH-03, Sector-137, Noida
- xvi. Calculation table for Farmers' Compensation for Plot No. GH-03, Sector-137, Noida
- xvii. Letters/ Documents of Noida showing the Water Charges payable by M/S Supertech Ltd.
- xviii. Copy of Noida's Scheme for allotment of Group Housing Plots

3. The said documents are true, valid and genuine to the best of my knowledge, information and belief and no material facts have been concealed therefrom.



Finance And Accounts  
Officer (G/H)  
NOIDA

4. In respect of the said sum or any part thereof, neither I, nor any person, by my order, to my knowledge or belief, for my use, had or received any manner of satisfaction or security whatsoever, save and except the following: N/A
5. I am not a related party of the corporate debtor, as defined under section 5 (24) of the Code and therefore eligible to join the Committee of Creditors.

Date: 14.06.2022

Place: Noida

(Signature of the claimant)

Finance And Accounts  
Officer (G/H)  
NOIDA

### VERIFICATION

I, Sukhbir Singh S/O Lakshman Singh, the claimant hereinabove, do hereby verify that the contents of this proof of claim are true and correct to my knowledge and belief and no material fact has been concealed therefrom.

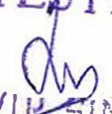
Verified at Noida on this 14th day of June, 2022

(Signature of the claimant)

Finance And Accounts  
Officer (G/H)  
NOIDA



**ATTESTED**

  
**MAHAVIR SINGH**  
NOTARY  
G.B: NAGAR

**14 JUN 2022**

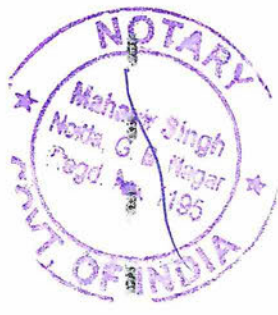


उत्तर प्रदेश UTTAR PRADESH

77AD 089844

This stamp paper sent from the Officer  
 Attached

↓  
 ✓







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**Fwd: Auto Notification-Supertech (Submitted)**

1 message

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**From:** [Donotreply@supertech.com](mailto:Donotreply@supertech.com)  
**Date:** 20 June 2022 at 11:50:03 PM IST  
**To:** [sourav.roy@srlawchambers.com](mailto:sourav.roy@srlawchambers.com)  
**Cc:** [irpsupertech@kpmg.com](mailto:irpsupertech@kpmg.com)  
**Subject:** Auto Notification-Supertech (Submitted)

**Dear NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY NOIDA,**

Greetings.

Thank you for registering your claim via EaseMyClaim. This is an auto notification mail to acknowledge that we have received your claim and our team shall soon process your claim.

Do check the claim status in the claimant portal regularly for the latest updates.

**User ID:** SOURAVROYADV

**Form Submitted:** Form B

**Form Description:** Submission of Claim By Operational Creditors Except Workmen And Employees

**Status:** Submitted

**Total Claim Submitted:** 7618444434

Your Sincerely,

Supertech Claims Team

**Note:** This notification is system generated. Do not reply to this auto-generated notification.



## ANNEXURE A-3

## Filing of Claim in respect of CIRP of M/S Supertech Ltd.

1 message

**Sourav Roy** <sourav.roy@srlawchambers.com>  
 To: hiteshgoyal@kpmg.com, irpsupertech@kpmg.com  
 Cc: Prabudh Singh <singh.prabudh@srlawchambers.com>

Thu, Jun 23, 2022 at 10:50 AM

Dear Sir,

I am the counsel for Noida Authority in the captioned matter. I had filed the claim on behalf of Noida Authority in Form B along with supporting documents on the online portal made available for filing of the claims in respect of CIRP of M/S Supertech Ltd.

Please note that I have filed the claim for an amount of Rs. 7,61,84,44,434/- (Rupees Seven Hundred and Sixty one Crores Eighty Four Lakhs Forty Four Thousand Four Hundred and Thirty Four only) and the same is evident from the Form B as well as the acknowledgment email received with regard to the same (screenshot attached). However, as per the dashboard on the said online portal total claim amount to have been filed on behalf of Noida Authority is Rs. 214,74,83,647/- (Rupees Two Hundred and Fourteen Crores Seventy Four Lakhs Eighty Three Thousand Six Hundred and Forty Seven only) (screenshot attached) which is incorrect.

You are therefore requested to rectify the aforesaid defect on the online portal to reflect the correct claim amount filed by Noida Authority i.e., Rs. 7,61,84,44,434/- (Rupees Seven Hundred and Sixty one Crores Eighty Four Lakhs Forty Four Thousand Four Hundred and Thirty Four only).

Regards,

**Sourav Roy,**  
 Advocate,

*Deputy Advocate General (Chhattisgarh), Supreme Court of India,*

*Advocate on Record, Supreme Court of India,  
 Solicitor (England and Wales),*

*LL.M. Cambridge (Commonwealth Scholar),  
 B.A., LL.B (Hons.), NALSAR.*

## 2 attachments

FORM B	
Submission of Claim by Operational Creditors (Direct Workmen And Employees)	
1. Company Name	Supertech Limited
2. Name of operational creditor	Noida Industrial Development Authority Noida
3. Identification Number of operational creditor or an empowered body (provide identification number and proof of incorporation if a company or individual provide identification number of all the partners in the individual)	Noida Industrial Development Authority
4. Correspondence Address	10th Administrative Building, Sector 6, Noida, District Gautam Buddha Nagar, Uttar Pradesh - 201301
5. Email ID	irpsupertech@srlawchambers.com
6. Total amount of claim (in Rupees)	7618444434
7. Tax amount	0
8. Total amount of interest claim as at last date of communication with the debtor	0
9. Other amount	0
10. Total amount	7618444434
11. Details of the documents by reference to which the debt can be substantiated	1. Copy of letter dated 14/02/2022 sent by Noida Industrial Development Authority to M/s. Supertech Limited, Noida, U.P. regarding the claim of the Operational Creditors (Direct Workmen And Employees) in respect of the CIRP of M/s. Supertech Limited, Noida, U.P.

**Screenshot 2022-06-21 at 5.46.35 PM.png**  
 110K

From: irpsupertech@srlawchambers.com  
 Date: 23 Jun 2022 at 10:50 AM  
 To: hiteshgoyal@kpmg.com  
 Cc: irpsupertech@srlawchambers.com  
 Subject: Re: Submission of Claim by Operational Creditors (Direct Workmen And Employees)

Dear Noida Industrial Development Authority Noida,

Greetings,

Thank you for sending your claim on EasliPay. This is an auto notification to acknowledge that we have received your claim and confirm that we process your claim.

We shall be doing the claimant portal regularly for the latest updates.

Yours truly,  
 Sourav Roy  
 Advocate

Form Description: Submission of Claim by Operational Creditors (Direct Workmen And Employees)

Below: Submitted

Total Claims Submitted: 10 (10/10)

Your Remarks:

Assistant Claims Team

Note: This document is system generated. Please refer to the auto generated notification.

**Screenshot 2022-06-21 at 5.57.12 PM.png**  
 88K

**FORM B****Submission of Claim By Operational Creditors Except Workmen And Employees**

1. Company Name:	Supertech Limited
2. Name of operational creditor:	NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY NOIDA
3. Identification number of operational creditor (If an incorporated body provide identification number and proof of incorporation. If a partnership or individual provide identification records* of all the partners or the individual):	Notification No. 4157 HI/XVIII-11
4. Correspondence Address:	Main Administrative Building, Sector-6, Noida, District Gautam Buddh Nagar, Uttar Pradesh - 201301
5. E-mail ID:	sourav.roy@srlawchambers.com
6. Total amount of principle claim:	2147483647
7. Tax Amount:	0
8. Total amount of interest claim as at Insolvency commencement date:	0
9. Other amount:	0
10. Total Amount:	2147483647
11. Details of the documents by reference to which the debt can be substantiated:	i. Copy of letter dated 14.02.2007 sent by Noida to M/S Supertech Ltd. for allotment of Plot No. GHP-07, Block C, Sector-34, Noida ii. Copy of the Lease Deed dated 23.03.2007 with respect to Plot No. GHP-07, Block C, Sector-34, Noida iii.

**From:** [Donotreply@supertech.com](mailto:Donotreply@supertech.com)  
**Date:** 20 June 2022 at 11:50:03 PM IST  
**To:** [sourav.roy@srlawchambers.com](mailto:sourav.roy@srlawchambers.com)  
**Cc:** [irpsupertech@kpmg.com](mailto:irpsupertech@kpmg.com)  
**Subject:** Auto Notification-Supertech (Submitted)

Dear NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY NOIDA,

Greetings.

Thank you for registering your claim via EaseMyClaim. This is an auto notification mail to acknowledge that we have received your claim and our team shall soon process your claim.

Do check the claim status in the claimant portal regularly for the latest updates.

**User ID:** SOURAVROYADV

**Form Submitted:** Form B

**Form Description:** Submission of Claim By Operational Creditors Except Workmen And Employees

**Status:** Submitted

**Total Claim Submitted:** 7618444434

Your Sincerely,

Supertech Claims Team

**Note:** This notification is system generated. Do not reply to this auto-generated notification.



## ANNEXURE A-4

**Re: Filing of Claim in respect of CIRP of M/S Supertech Ltd.**

1 message

**Sourav Roy** <sourav.roy@srlawchambers.com>  
 To: hiteshgoyal@kpmg.com, irpsupertech@kpmg.com  
 Cc: Prabudh Singh <singh.prabudh@srlawchambers.com>

Thu, Aug 11, 2022 at 7:03 PM

Dear Sir,

I am the counsel for Noida Authority in the captioned matter. I had filed the claim on behalf of Noida Authority in Form B along with supporting documents on the online portal made available for filing of the claims in respect of CIRP of M/S Supertech Ltd. for an amount of Rs. 7,61,84,44,434/- (Rupees Seven Hundred and Sixty one Crores Eighty Four Lakhs Forty Four Thousand Four Hundred and Thirty Four only) on 20th June 2022.

However, I have not received any update regarding the status of the claim till date. Kindly note that as per Regulation 13(1) of the BBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, IRP/ RP has to verify the claims within 7 days from the last date of the receipt of claims. The said Regulation is quoted hereinbelow for your reference:

**"13. Verification of claims.**

*(1) The interim resolution professional or the resolution professional, as the case may be, shall verify every claim, as on the insolvency commencement date, within seven days from the last date of the receipt of the claims, and thereupon maintain a list of creditors containing names of creditors along with the amount claimed by them, the amount of their claims admitted and the security interest, if any, in respect of such claims, and update it."*

In light of the aforesaid, you are requested to kindly update me regarding the status of claims filed on behalf of Noida Authority at the earliest.

Regards,

**Sourav Roy,**  
**Advocate,**

*Deputy Advocate General (Chhattisgarh), Supreme Court of India,*

*Advocate on Record, Supreme Court of India,*  
*Solicitor (England and Wales),*

*LL.M. Cambridge (Commonwealth Scholar),*  
*B.A., LL.B (Hons.), NALSAR.*

On Thu, Jun 23, 2022 at 10:50 AM Sourav Roy <sourav.roy@srlawchambers.com> wrote:

Dear Sir,

I am the counsel for Noida Authority in the captioned matter. I had filed the claim on behalf of Noida Authority in Form B along with supporting documents on the online portal made available for filing of the claims in respect of CIRP of M/S Supertech Ltd.

Please note that I have filed the claim for an amount of Rs. 7,61,84,44,434/- (Rupees Seven Hundred and Sixty one Crores Eighty Four Lakhs Forty Four Thousand Four Hundred and Thirty Four only) and the same is evident from the Form B as well as the acknowledgment email received with regard to the same (screenshot attached). However, as per the dashboard on the said online portal total claim amount to have been filed on behalf of Noida Authority is Rs. 214,74,83,647/- (Rupees Two Hundred and Fourteen Crores Seventy Four Lakhs Eighty Three Thousand Six Hundred and Forty Seven only) (screenshot attached) which is incorrect.

You are therefore requested to rectify the aforesaid defect on the online portal to reflect the correct claim amount filed by Noida Authority i.e., Rs. 7,61,84,44,434/- (Rupees Seven Hundred and Sixty one Crores Eighty Four Lakhs Forty Four Thousand Four Hundred and Thirty Four only).

Regards,

**Sourav Roy,**  
**Advocate,**

*Deputy Advocate General (Chhattisgarh), Supreme Court of India,*

*Advocate on Record, Supreme Court of India,*  
*Solicitor (England and Wales),*

*LL.M. Cambridge (Commonwealth Scholar),*  
*B.A., LL.B (Hons.), NALSAR.*

# Vakalatnama

I.A No ...../2022

Company Appeal No (AT) (Ins.) 406/2022

**Ram Kishore Arora.**

**Vs**

**Union Bank of India and Anr.**

I/we New Okhla Industrial Development Authority, PO- NOIDA, Distt. Gautam Budh Nagar, UP Through its Assitant Law Officer the undersigned do hereby nominate and appoint **Sh. SOURAV. Roy** to be counsel in the above matter and for me/us and on my/our behalf to appear, plead act and answer in the above Court or any appellate Court or any Court to which the business is transfer in the above matter, and to sign and file petitions, statements accounts, exhibits, compromises or other document whatsoever, in connection with the said matter arising there form, and also to apply for and receive all documents or copies of document, depositions, etc. and to apply for issue of summons and other writs of subpoena and to apply for and get issued any arrest, attachment of other execution warrant or order and to conduct any proceeding that may arise thereout and to apply for and receive payment of any or all sums or submit the above matter to arbitration.

Provided, However, if any part of the Advocate's fee remains unpaid before the first hearing of the case or if any hearing of the case be fixed beyond the limits of the town, them, and in such and event my/our said advocate shall not be bound to appear before the court and if may/our said advocate deth appear in the said case he shall be entitled to an outstation fee and other expenses of traveling, lodging, etc. Provided also that if the case be dismissed by default, or if it be proceeded ex-parte, the said advocate (s) shall not be held responsible for the same. And all whatever my/our said advocate (s) shall I lawfully do. I do here by agree to and shall in future ratify and confirm.

ACCEPTED:-

I.....**SOURAV.....ROY**.....Advocate

**D-56 (Basement)**  
**Anand Niketan,**  
**New Delhi - 110021**  
**M.No - 7669939398**

**E.mail - SOURAV.ROY@SRLAWCHAMBERS**

**P/1469/2013**

Signature of Client.....

For and on behalf of New Okhla Industrial Development Authority Distt. Gautam Budh Nagar.

*(Signature)*

नरदेव  
सहायक विधि अधिकारी  
नोएडा

