

एन.एस.जी. सहकारी आवास समिति लिमिटेड  
पंजीकृत सं. 2213/1996

प्लॉट नंबर 2, पॉकेट-6, बिल्डर्स एरिया, ग्रेटर नोएडा, गौतमबुद्ध नगर (उत्तर प्रदेश) - 201310

**N.S.G. SAHKARI AVAS SAMITI LIMITED**

REGISTERED NO. 2213/1996

Plot No. 2, Pocket-6, Builder's Area, Greater Noida, Gautam Budh Nagar (U.P.) - 201310

संदर्भ संख्या

Ref. No NSG SAS/...Notice...35/2022-23

दिनांक

Dated..30...1..2023..

All Associate Members,

**PROCESSING OF CASES OF ASSOCIATE MEMBERS WITH  
UP AWAS EVAM VIKASH PARISHAD, LUCKNOW FOR APPROVAL ON  
MEMBERSHIP.**

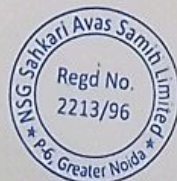
Reference Society Notice No.34/2022-23 dated 20.01.2023 and Notice No.34(A)/2022-23 dated 25.01.2023.

2. Committee of Management of NSG SAS LTD in its meeting held on 29.01.2023 under the Chairmanship of Dr. B.S. Pandey considered the representations dated 28.1.2023 of the aggrieved group of 16 persons on the issue of payment of balance 5% Transfer Charges and after detailed deliberations, arrived at decisions that,

a) UP State Government provision of charging 10% Transfer Charges on profit earned on Sale of Plot by Members (as laid down in **Society Bye-Laws No.55 (3)** and as incorporated in **Para-15 of the Agreement** of Sale-Deed executed between NSG SAS LTD and Member on Rs.100 Stamp Paper during year 2003 while giving **Possession Certificate** and **Indemnity Bond**) was violated by the then Management Committee while issuing NOC on taking just 5% Transfer Charges from Member/Purchaser. Taking a serious note on this, UP Awas Evam Vikash Parishad, Lucknow has already punished the then Management Committee by dissolving the Management Committee and suspending the Secretary, NSG SAD LTD in July 2012.

b) Since only the Seller Members were bound to pay 10% Transfer Charges on earned profit on Sale of Plot, purchaser of Plot/New Plot Owners may not be compelled to pay balance 05% Transfer Charges.

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c) Since Seller Members (Original Members) have already left after selling their plots and now mostly beyond reach (generally address or contact number of Seller Members not available/accessible), the loss of 5% Transfer Charges to Society, which was due to a serious administrative lapse caused by the then Management Committee and may not be recovered, the same may be examined for write off by a Competent Authority by adopting the due process.

d) Committee of Management also decided that there will not be any interference in the positioning and status of the New Plot Owners/Purchaser as decided by the previous Management Committee in their cases and as passed in the Annual General Body Meetings. Such Associate Members may continue to enjoy their present status. Committee of Management decided to maintain Status Quo in all such cases.

3. Provisions of Bipartite Lease Deed executed between Greater Noida Industrial Development Authority and NSG SAS LTD and also the Tripartite Sub-Lease Deed executed between Greater Noida Industrial Development Authority, NSG SAS LTD and the Original Member particularly Para-1(d) as reproduced below is also applicable on Sale of Plot by Members of NSG SAS LTD along with the Bye Laws of Society's (Bye Laws No.55(3) registered under UP Awam Evam Viksah Parishad, Lucknow :-

Para-1(d) of Lease Deed

(i) The transfer of dwelling unit (flat) would only be allowed after obtaining completion certificate by the allottee.

(ii) Transfer, subsequent to the first transfer (Sale of Plot by Original Member), shall be governed by the terms and conditions of incorporation of the Society, prior permission of Chief Executive Officer, will be essential.

4. In view of the above, Notice No.34/2022-23 dated 20.01.2023 and Notice No.34(A)/2022-23 dated 25.01.2023 are hereby withdrawn and stand cancelled.



*[Signature]*  
30/1/2023  
( P.M. Thakur )  
Secretary