

FIRST INFORMATION REPORT
(Under Section 154 Cr.P.C.)

(धारा 154 दंड प्रक्रिया संहिता के तहत)

1. **District (ज़िला):** EOW DELHI **P.S.(थाना):** ECONOMIC OFFENCES WING **Year(वर्ष):** 2019 **FIR No(प्र.सू.रि.सं.):** 0213 **Date (दिनांक):** 04/11/2019

2. **Act(s)(अधिनियम)** **Section(s)(धारा(एँ))**
1 IPC 1860 406/420

3. **Occurrence of offence (अपराध की घटना):**

(a) **Day(दिन):** **Date From(दिनांक से):** **Date To(दिनांक तक):**
Time Period (समय अवधि): **Time From (समय से):** **Time To (समय तक):**
(b) **Information received at P.S.(थाना जहां सूचना प्राप्त हुई):** **Date(दिनांक):** 04/11/2019 **Time (समय):** 11:40 hrs
(c) **General Diary Reference (रोजानामचा संदर्भ):** **Entry No.(प्रविष्टि सं.):** 002A **Time (समय):** 12:01 hrs

4. **Type of Information (सूचना का प्रकार):** WRITTEN

5. **Place of Occurrence (घटनास्थल):**

(a) **Direction and Distance from P.S (थाना से दूरी और दिशा):** N/A, 0 KM(s) **Beat No(बीट सं.):** 895600100
(b) **Address(पता):** 6, DEVIKA TOWER, UPPER GROUND FLOOR, NEHRU PLACE, NEW DELHI, 110019
(c) **In case, Outside the limit of the Police Station (यदि थाना सीमा के बाहर हैं):**
Name of P.S(थाना का नाम): **District(ज़िला):**

6. **Complainant / Informant (शिकायतकर्ता/सूचनाकर्ता):**

(a) **Name(नाम):** SH KULDEEP NAROTRA (S/O) AR OF JMD
(b) **Date/Year of Birth (जन्म तिथि /वर्ष):** **Nationality (राष्ट्रीयता):** INDIA
(c) **Passport No.(पासपोर्ट सं.):** **Date of Issue (जारी करने की तिथि):** **Place of Issue (जारी करने का स्थान):**
(d) **Occupation (व्यवसाय):**
(e) **Address(पता):** 6 DEVIKA TOWER, UPPER GROUND FLOOR, NEHRU PLACE, NEW DELHI, DELHI, 110019, INDIA

7. **Details of Known/Suspected/Unknown accused with full particulars(attach separate sheet if necessary)(ज्ञात/ संदिग्ध /अज्ञात अभियुक्त का पुरे विवरण सहित वर्णन):**

- AIMS MAX GARDENIA DEVELOPERS PVT LTD
(R/O) CHAMBER 2, BASEMENT 61, VINOBA PURI, LAJPAT NAGAR - II, NEW DELHI, DELHI, 110024, INDIA
- MR AJAY KUMAR
(R/O) CHAMBER 2, BASEMENT 61, VINOBA PURI, LAJPAT NAGAR - II, NEW DELHI, DELHI, 110024, INDIA
- MR SANJEEV KUMAR
(R/O) CHAMBER 2, BASEMENT 61, VINOBA PURI, LAJPAT NAGAR - II, NEW DELHI, DELHI, 110024, INDIA
- MR MANOJ KUMAR RAY
(R/O) CHAMBER 2, BASEMENT 61, VINOBA PURI, LAJPAT NAGAR - II, NEW DELHI, DELHI, 110024, INDIA

- MR MALOOK NAGAR

(R/O) CHAMBER 2, BASEMENT 61, VINOBA PURI, LAJPAT NAGAR - II, NEW DELHI, DELHI, 110024, INDIA

8. Reason for delay in reporting by the complainant/informant (शिकायतकर्ता / सूचनाकर्ता द्वारा रिपोर्ट देरी से दर्ज कराने के कारण):

NO DELAY

9. Particulars of properties stolen/involved (attach separate sheet if necessary) (संबन्धित सम्पत्ति का विवरण):

SL.No. (क्र.सं.)	Property Type(Description)	Est. Value(Rs.)(मूल्य (रु में))	Status
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10. Total value of property stolen (चोरी हुई सम्पत्ति का कुल मूल्य):

11. Inquest Report / U.D. Case No., if any (मृत्यु समीक्षा रिपोर्ट / यू.डी. प्रकरण नं., यदि कोई)

12. F.I.R. Contents (attach separate sheet, if required)(प्रथम सूचना रिपोर्ट तथ्य):

Dated: 13.05.2019 To, The DCP, EOW Mandir Marg, New Delhi. Subject:- Complaint U/s. 405, 406, 415, 420, 423, 464, 503, 506 and 120B of Indian Penal Code, 1860 against AIMS Max Gardenia Developers Pvt. Ltd. (accused No. 1) having its registered office at Chamber 2, Basement 61, Vinobapuri, Lajpat Nagar - II, New Delhi-24, Mr. Ajay Kumar (accused No. 2), Mr. Malook Nagar (accused No. 3), Mr. Sanjeev Kumar (accused No. 4), Mr. Manoj Kumar Ray (accused No. 5), for criminal breach of trust, Cheating and dishonestly inducing delivery of property, Dishonest or fraudulent execution of deed of transfer containing false statement of consideration, criminal intimidation and criminal conspiracy. Dear Sir, Respectfully Showeth, 1. That the complainant - M/s. JMD Ltd. is having its registered office at 6, UG17, Devika Tower, Nehru Place, New Delhi and is represented by its managing director - Mr. Sunil Bedi. The complainant is engaged in the business of development of Residential and Commercial Complexes, Shopping Malls, Hospitality since 1989 and is a well established and reputed name in real estate. 2. That the above named accused No.1 is a Company incorporated under the Companies Act, having its registered office at the above mentioned address. Accused No. 2 to 5 are directors/authorised signatories of the accused No.1 Company and are jointly and severally in control and responsible for the conduct of business and day to day affairs of accused No.1 Company. 3. That the accuseds approached the complainant's managing director and represented that the real estate market is on boom in Noida and stated that accused No.1 (AIMS Max Gardenia Developers Pvt. Ltd.) is a consortium of six companies namely -AIMS Promoters Pvt. Ltd., Gardenia India Ltd., Maxblis construction Pvt. Ltd., AMR Constructions Ltd., K.J. Infrastructure Pvt. Ltd. and Quality Heightcon Pvt. Ltd. and have been jointly allotted ECO City in Sector-75, Noida under 'Group Housing Scheme' by Noida authority vide Allotment Letter No. Noida/GHP/2009- (V)/2010/9592 dated 12.03.2010 for development of complete township as per allotment letter (hereinafter said ECO City/Township). 4. That it was further represented by the accuseds that the said ECO City has total land area of 148.263 Acres (600000 Sq. Mtr.) with various kinds of usages in different proportions as prescribed in the said Allotment Letter. It was further represented that under the said allotment it is permissible for the special purpose Company i.e. accused No.1 to create a sub-lease in respect of 70% of respective lands for respective usages. It was further represented that accused No.1 is a special purpose Company so formed by the consortium and the equity structure and other requirements prescribed by the Noida Authority have been fully complied in this regard. 5. That it was further represented by accuseds that out of said total land about 10% is to be developed as commercial colony (ies) as per plan approved by Noida Authority and an area of 14.82 Acres can be developed into commercial colony (ies). And out of said 14.82 Acres about 10.372 Acres are permissible to be sub leased as per allotment. Accuseds also furnished to complainants a layout plan for total land of 600000 Sq. Mts. reflecting various portions of lands demarcated for respective uses. Accuseds also assured and represented that they will develop all access and approach roads within and outside the said township and other entertainment and recreational facilities such as Stadium, Club etc. for use of all occupants of said township. It was also represented and assured by accuseds that they are fully entitled to sub-lease as per allotment as well as Bye Laws of Noida Authority. 6. That based upon the said representations and assurances through Memorandum of Understanding dated 10.05.2010 (hereinafter MoU) complainant Company agreed to take sub-lease of 2 Acres (8093.71 Sq. Mts.) portion of land available for commercial colony (ies) alongwith its FSI rights of approx. 24281 Sq. Mts. (i.e. 261360 Sq. Ft.) three side open, having dimensions as 396 Ft. frontage X 220 Ft. depth from accused No.1, duly signed by accused No. 2 to 4 being directors/authorised signatories and by complainant's director - Mr. Sunil Bedi. The said area of sub-lease of 2 Acres (8093.71 Sq. Mts.) was duly marked as 'C' on the total layout plan annexed as Annexure-A with the said MoU for identification for development of said 'Commercial Complex' (hereinafter said complex) of complainant. Complainant through the said MoU secured sub-lease rights of said land i.e. 2 Acres (8093.71 Sq. Mts.) alongwith FSI (approx 24281 Sq. Mts. i.e. 261360 Sq. Ft.) for total consideration of Rs.65,34,00,000/- at the rate of Rs.2,500/- per Sq. Ft. inclusive of all regulatory expenses etc. alongwith all other incidental rights for setting up a commercial complex. 7. That out of said amount of Rs.65.34 Crore complainant made total payment of Rs.14,00,00,000/- to accused No. 1 and on accuseds request complainant also made another payment of Rs.1,00,00,000/-to AIMS Promoters Pvt. Ltd. Accordingly, under the said MoU out of said amount of Rs.65.34 Crore complainant made total payment of Rs.15,00,00,000/- to accuseds in the following manner:- Sri. No. Mode of payment Amount in INR (i) Cheque No. 391773, dated 09.04.2010 drawn on OBC Bank, G.K. -II, New Delhi (receipt admitted & acknowledged in MoU) 2,00,00,000.00 (ii) RTGS dated 10.05.2010, OBC Bank, G.K. -II, New Delhi (receipt admitted & acknowledged in MoU) 5,00,00,000.00 (iii) RTGS OBC Bank, G.K. -II New Delhi 1,25,00,000.00 (iv) RTGS OBC Bank, G.K. -II, New Delhi 1,25,00,000.00 (v) Cheque No. 882878, dated 14.07.2010 drawn on OBC Bank, G.K. -II, New Delhi 1,00,00,000.00 (vi) Cheque No. 882879, dated 14.07.2010 drawn on OBC Bank, G.K. -II, New Delhi 1,00,00,000.00 (vii) Cheque No. 885856, dated 23.07.2010 drawn on OBC Bank, G.K. -II, New Delhi 1,00,00,000.00 (viii) Cheque No. 885866, dated 26.07.2010 drawn on OBC Bank, G.K. -II, New Delhi 1,00,00,000.00 (ix) RTGS OBC Bank, G.K. -II, New Delhi 50,00,000.00 (x) RTGS OBC Bank, G.K. -II, New Delhi 1,00,00,000.00 Total: 15,00,00,000.00 8. That the further payments were dependent upon different conditions and obligations (such as registration of sub-lease, sanction of building plan, layout plans etc.) to be fulfilled by accuseds. The

accuseds failed to get the permission for sub-lease in 90 days from Noida Authorities in favour of complainant. Upon repeated enquiries and requests made by complainant and letters/emails sent, accuseds kept on assuring to get the said permission for sub lease very soon and kept on delaying the matter. Accuseds also failed to demarcate and handover physical possession of the land i.e. 2 Acres to complainant. Resultantly, complainant could not put up fences, hording, sign boards, displays and could not start work for development and construction of said Complex. Time and again accuseds kept on representing and assuring that it will get the permission for sub-lease from Noida Authority and all formalities will be completed soon. 9. That complainant has now learnt that accuseds have cheated and played fraud upon complainant and have illegally created 3rd party right in complainant's said 2 Acres of land/complex given to complainant in the said MoU dated 10.05.2010. The accuseds have started excavation work at complainant's said 2 Acres of land/complex and have also taken bookings from investors. The accuseds have also made publications in various media such as news papers etc. for selling of shops/units in complainant's said 2 Acres of land/complex and are selling its units/spaces. The accuseds have also circulated in the brokers circles for booking/selling of shops/units in complainant's said 2 Acres of land/complex. Construction work is going on in full swing in complainant's said 2 Acres of land/complex. The accused are hand in gloves and common intentions to cheat and play fraud upon complainant from the very beginning. 10. That complainant have been shocked and outraged upon recent enquiries made in the Noida Authority and learnt that accuseds have neither filed any application to get permissions for execution of sub-lease from Noida Authority in favour of complainant nor have made any other efforts in this regard. Whereas, accuseds have been representing and assuring complainant that they are in the process of getting the permission of sub-lease and other permissions such as sanction of building plan and have taken further payments from complainant on that pretext and have cheated and played fraud upon complainant, however, accuseds have no intentions to comply terms of said MoU and to sub-lease said 2 Acres of land/complex to complainant. Complainant has now also learnt that accuseds were not authorised to sub-lease the said .2 Acres of land/complex as per the terms and conditions of allotment and as per bye laws of Noida Authority in favour of complainant. Whereas, accuseds have represented and assured that they are fully entitled to sub lease in favour of complainant. One of the recent media report says that Noida Authority has issued a notice to accuseds for embezzlement of funds and illegally diverting money collected from buyers into other projects. 11. That the accuseds have connived with each other and have unlawful intention. They neither wants to give the said 2 Acres of land/complex to complainant nor want to refund the payments made and want to usurp it. The accuseds have conspired with each other and have acted hand in gloves and have cheated and played fraud upon complainant in a well planned manner. Now upon contact, accuseds are threatening complainant and have asked to remain silent or to face the dire consequences. 12. That the wrongful and illegal actions of the accused persons constitute criminal offence under Sections accuseds have committed the offences under Sections 405 (Criminal Breach of Trust), 406 (Punishment for Criminal Breach of Trust), 415 (Cheating), 420 (Cheating and dishonestly inducing delivery of property), 423 (Dishonest or fraudulent execution of deed of transfer containing false statement of consideration), 464 (Making false documents), 503 (Criminal Intimidation), 506 (Punishment for Criminal Intimidation) and 120B (Criminal Conspiracy) of Indian Penal Code, 1860. The said offences are cognizable in nature and the Police has power to take cognizance of the offence and investigate the same. The offences have been committed by the accused persons within the jurisdiction of your Police Station. Your Police Station have jurisdiction to try and entertain the present .complaint as the offences have been committed within the jurisdiction of your office. Therefore, your office have jurisdiction to inquire, register an FIR and investigate the offences committed by the accused persons. Therefore, you are requested to kindly take cognizance of the offences committed, register an FIR, investigate and take immediate legal action against the accused persons — AIMS Max Gardenia Developers Pvt. Ltd. (accused No. 1), Mr. Ajay Kumar (accused No. 2), Mr. Malook Nagar (accused No. 3), Mr. Sanjeev Kumar (accused No. 4), Mr. Manoj Kumar Ray (accused No. 5). Yours Sincerely Sd/English (Mr. Kuldeep Narotra) For M/s. JMD Ltd. 6, UGF, Devika Tower, Nehru Place, New Delhi Encl.: (a) Copy of MoU 10.05.2010 (b) Board Resolution dated 04.02.2017 1. Copy to DCP, South East To The Duty Officer, PS EOW A complaint of Sh. Kuldeep Narotra, Authorized Representative of JMD Ltd, 6 Devika Tower, Upper Ground Floor, Nehru Place, New Delhi was received in EOW on 13.5.19 From the contents of the complaint and enquiry conducted so far prima facie a case u/s 406/420 IPC is made out. Therefore, a rukka is being produced to you for registration of a case. You are therefore requested to register a case u/s 406/420 IPC and the rukka alongwith copy of FIR may be handover to undersigned. Date & time of occurrence : Unknown, Place of occurrence : 6, Devika Tower, Upper Ground Floor, Nehru Place, New Delhi. Date & time of handing over rukka : 11.40 AM Sd/English Insp. Puran Chand No. D-3645, PIS NO. 16960092, Section-II, EOW New Delhi Dt. 04/11/2019. Action taken at police station at this time Insp. Puran Chand No. D-3645, PIS NO. 16960092, Section-II, EOW came in the police station and produced the above mentioned complaint for the registration of case. Case has been registered. Copy of FIR and original Rukka is being handed over to Insp. Puran Chand No. D-3645, PIS NO. 16960092, Section-II, EOW Police Station EOW for further investigation. Copy of FIR will be delivered to concerned officers through DAK. ASI/DO

13. Action Taken Since the above information reveals commission of offence(s) u/s as mentioned at Item No. 2:

(की गयी कार्यवाही: चूँकि उपरोक्त जानकारी से पता चलता है कि अपराध करने का तरीका मद सं.2.में उल्लेख धारा के तहत है):

- (i) **Registered the case and took up the investigation** (प्रकरण दर्ज किया गया और जांच के लिए लिया गया): _____ or (या)
- (ii) **Directed (Name of I.O.)**(जांच अधिकारी का नाम): PURAN CHAND Rank (पद): I (INSPECTOR)
 No(सं.): 16960092 to take up the Investigation (को जांच आपने पास में लेने के लिए निर्देश दिया गया) or(या)
- (iii) **Refused investigation due to**(जांच के लिए): _____ or (के कारण इंकार किया या)
- (iv) **Transferred to P.S(name)**(थाना): _____ District(ज़िला): _____
 on point of jurisdiction (को क्षेत्राधिकार के कारण हस्तांतरित)

F.I.R read over to the complainant/informant, admitted to be correctly recorded and a copy given to the complainant/informant, free of cost : (शिकायतकर्ता / सूचनाकर्ता को प्राथमिकी पढ़ कर सुनाई गयी, सही दर्ज हुई माना और एक कॉपी निशुल्क शिकायतकर्ता को दी गयी) :

R.O.A.C.(आर.ओ.ए.सी.)

**14. Signature / Thumb impression
of the complainant / informant.**

(शिकायतकर्ता / सूचनाकर्ता के हस्ताक्षर / अंगूठे का निशान):

Signature of Officer (थाना प्रभारी के हस्ताक्षर)

Name(नाम): RAJ KUMAR

Rank (पद): ASST. SI (ASSISTANT SUB-INSPECTOR)

No.(सं.):

15. Date and Time of despatch to the court

(अदालत में प्रेषण की दिनांक और समय):

Attachment to item 7 of First Information Report (प्रथम सूचना रिपोर्ट के मद 7 संलग्नक):**Physical features, deformities and other details of the suspect/accused:(If known/seen)**

(संदिग्ध / अभियुक्त की शारीरिक विशेषताएँ, विकृतियाँ और अन्य विवरण :(यदि ज्ञात / देखा गया))

S.No. (क्र.सं.)	Sex (लिंग)	Date/Year of Birth (जन्म तिथि / वर्ष)	Build (बनावट)	Height(cms.) (कद(से.मी))	Complexion (रंग)	Identification Mark(s) (पहचान चिन्ह)
1	2	3	4	5	6	7
1	MALE					
2	MALE					
3	MALE					
4	MALE					
5	MALE					

Deformities/ Peculiarities (विकृतियाँ/ विशिष्टताएँ)	Teeth (दाँत)	Hair (बाल)	Eyes (आँखें)	Habit(s) (आदतें)	Dress Habit(s) (पहनावा)
8	9	10	11	12	13

Language /Dialect (भाषा /बोली)	Place Of(का स्थान)					Others (अन्य)
	Burn Mark (जले हुए का निशान)	Leucoderma (धवल रोग)	Mole (मस्सा)	Scar (घाव)	Tattoo (गूदे हुए का)	
14	15	16	17	18	19	20

These fields will be entered only if complainant/informant gives any one or more particulars about the suspect/accused.

(यह क्षेत्र तभी दर्ज किए जाएंगे यदि शिकायतकर्ता / सूचनाकर्ता संदिग्ध / अभियुक्त के बारे में कोई एक या उससे अधिक जानकारी देता है।)