JAN PRIYA BUILDESTATE PRIVATE LIMITED

Regd. Office: 41, Aurobindo Apartment, Adhchini, New Delhi 110016 CIN: U45400DL2008PTC175281

Date: 16-01-2023

To.

Regional Office,

Ministry of Environment, Forest & Climate Change (Northern Region),

Bays No: 24-25, Sector-31 A,

Dakshin Marg, Chandigarh-160030

Sub: Six-monthly Compliance (June 2022) of the stipulated Environmental conditions/safeguards in the Environmental clearance letter and Environmental Monitoring Report for the group housing project at Sector-77, District Gurgaon, Haryana by M/s JAN PRIYA Buildestate Private Limited.

Ref: Environmental Clearance Vide File No. F.No. SEIAA/HR/2012/257 dated 30/08/2012.

Dear Sir,

With reference to the Environmental Clearance granted to our above said project by State Level Environment Impact Assessment Authority, Haryana, we are herewith submitting point wise status of compliance of general and specific conditions of the EC letter in accordance with the provision of EIA notification 2006 and its amendment.

Following documents are attached herewith for your kind perusal:

- 1. Point-wise compliance of the stipulated environmental conditions/ safeguards.
- 2. Environmental monitoring report along with other necessary permissions/documents (June 2022)
- 3. Present status of work progress of the project including date of commencement of work.

We fully assure you that we will comply with all conditions as specified in the Environment clearance granted us. Details of Representative are as follows:

Name	Gaurav Verma
Designation	Authorized Signatory
Contact no.	011-41413131
Email ID	info@umangrealtech.com

Thanking you,

Yours Sincerely,

For M/s Jan Priya Buildestate Private Limited.

Authorized Signatory rised Signatory

CC:

- 1. The Member Secretary, Haryana State Pollution Control Board, Panchkula, Haryana.
- 2. The Member Secretary SEIAA, Bay No.55-58, Parytan Bhawan 1st Floor Sector-2, Panchkula, Haryana.

COMPLIANCE

REPORT

(JUNE 2022)

FOR JANPRIYA BUILDESTATE PVT. LTD

Status of Compliance

Conditions

POINT-WISE COMPLIANCE OF STIPULATED ENVIRONMENTAL CONDITIONS/ SAFEGUARDS IN THE ENVIRONMENTAL CLEARANCE LETTER NO. SEIAA/HR/2012/257 DATED 30th August 2012, Group Housing Project at Sector-77, Gurgaon, Haryana.

No.			
PART	PART A – SPECIFIC CONDITIONS:		
	Construction Phase-		
1	"Consent to Establish" shall be obtained	Agreed. CTE has been obtained from Haryana	
•	from Haryana State Pollution Control Board	State Pollution Control Board Under Air and	
	under Air and Water Act and a copy shall	Water act. Copy of CTE is enclosed as Annexure-	
		I.	
	the start of any construction work at site.		
2	A first aid room as proposed in the project	Agreed. A first aid room was provided during the	
	report shall be provided both during	construction phase and same is being maintained	
	construction and operation phase of the	during operation phase of the project.	
	project.		
3	Adequate drinking water and sanitary	Agreed. Adequate drinking water and sanitary	
	facilities should be provided for	facilities was provided for construction workers at	
	construction workers at the site. Provision	site. The safe disposal of waste-water and solid	
	should be made for mobile toilets. Open	wastes generated during the construction phase	
	defecation by laborers is strictly prohibited.	was ensured.	
	The safe disposal of solid wastes/waste		
	water generated during the construction		
	phase should be ensured.		
4	All top soil excavated during construction	Agreed. All the top soil excavated during the	
	activities should be stored for use in	construction activities was properly stored and was	
	horticulture/landscape development within	utilized for the horticulture/landscape development	
	the project site.	within the site.	
5	Disposal of muck during construction phase	Agreed. Building material required during	

	should not create any adverse effect on the	construction phase was properly stored within the
	neighboring communities and be disposed	project area and construction waste was used for
	off taking necessary precautions for general	site development and land filling of the project
	safety and health aspects of people, only in	site, it was not create any adverse effect on the
	approved sites with the approval of	neighboring communities.
	competent authority.	
6	Construction spoils, including bituminous	Agreed. Construction spoils was used for site
	material and other hazardous materials,	development and land filling of the project site,
	must not be allowed to contaminate	other hazardous materials was be disposed-off as
,	watercourses and dump sites for such	per norms.
	material must be secured so that they should	
-7-	not leach into the ground water and any	
	hazardous waste generated during	
^	construction phase, should be disposed off	
	as per applicable rules and norms with	
	necessary approval of the Haryana State	
	Pollution Control Board.	
7	The diesel generator sets to be used during	Agreed. D.G sets is being use of ultra-low sulphur
	construction phase should be of ultra-low	diesel, conforming to Noise & National Air
	Sulphur diesel type and should confirm to	Quality Standards.
	Environment (Protection) Rules prescribed	
	for air and noise emission standards.	
8	The diesel required for operating DG sets	Agreed. The diesel required for operating DG set
	shall be stored in underground tanks and if	is being stored in HDPE drums and log books is
	required, clearance from Chief Controller of	being managed for accountability. Storage is
	Explosives shall be taken.	within the threshold limit hence clearance from
		chief control of explosive is not required.
9	Ambient noise levels should confirm to the	Agreed. Ambient noise and ambient air was
	residential standards both during day and	closely monitored during the construction phase.
	night. Incremental pollution loads on the	
	ambient air and noise quality should be	

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	closely monitored during the construction	
	phase. Adequate measures should be taken	
	to reduce ambient air and noise level during	
	construction phase, so as to confirm to the	
	stipulated residential standards.	
10	Fly ash should be used as building material	Agreed. Fly ash based material was used.
	in the construction as per the provisions of	
	Fly Ash Notification of September 1999 and	
	as amended on 27 th August 2003.	
11	Ready mixed concrete must be used in	Agreed.
	building construction.	
12	Storm water control and its re-use as	Agreed. RWH plan Attached as Annexure II.
	CGWB and BIS standards for various	
	applications should be ensured.	:=:
13	Water demand during construction should	Agreed. Water demand during construction was
	be reduced by use of pre-mixed concrete,	reduced by use of pre-mixed concrete, curing
	curing agents and other best practices as	agents and other best practices.
	referred.	
14	In view of the severe constrains in water	Agreed.
	supply augmentation in the region and	
	sustainability of water resources, the	
	developer will submit the NOC from	
	CGWA specifying water extraction	
	quantities and assurance from HUDA/	
	utility provider indicating source of water	
	supply and quantity of water with details of	
	intended use of water potable and non-	
	potable. Assurance is required for both	
	construction and operation stages	
		<u></u>

	separately. It shall be submitted to the	
	SEIAA / R.O. MOEF, Chandigarh before	
	the start of construction.	
15	Roof should meet prescriptive requirement	Agreed. During construction phase, care was
	as per Energy Conservation Building Code	taken so that roof area meets Energy Conservation
	by using appropriate thermal insulation	Building Code requirement by using appropriate
	material to fulfill requirement.	thermal insulation material to fulfill requirement.is
		being continue in operational phase.
16	Opaque wall should meet prescriptive	Agreed. Material having appropriate R & U value
	requirement as per Energy Conservation	is being used to meet prescriptive requirement of
	Building Code which is proposed to be	opaque wall as per energy conservation building
	mandatory for all air conditioned spaces	Code.
	while it is aspirational for non-air-	
	conditioned spaces by use of appropriate	, i =
	thermal insulation material to fulfill	
	requirement.	
17	The approval of the competent authority	Agreed. The approval of the competent authority
	shall be obtained for structural safety of the	have been obtained for structural safety of the
	building on account of earthquake,	building on account of earthquake, adequacy of
	adequacy of firefighting equipment, etc. as	fire-fighting equipment, etc. as per National
	per National Building Code including	Building Code including protection measures from
	protection measures from lightening etc. If	lightening etc.
0	any forest land is involved in the proposed	
e:	site, clearance under Forest Conservation	
	Act shall be obtained from the	
	Competent Authority.	
18	Over exploited groundwater and impending	Agreed.
	severe shortage of water supply in the	
	region requires the developer to redraw the	
	water and energy conservation plan.	
	Developer shall submit details of good	
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	practices that have been included in the	
	project to reduce the overall footprint of the	
	proposed development including a detailed	
	water balance along with source and	
	quantities of potable and non-potable water	
	requirement (including water requirement	
	during construction phase) incorporating	
	Water efficiency savings measures as well	
	as water reuse/recycling within 3 month of	
	SEIAA, Haryana and R.O. MOEF GOI,	
	Chandigarh before the start of construction.	
19	The Project Proponent shall construct 16	Agreed. We have construct 16 nos. rain water
	nos. rain water harvesting pits for	harvesting pits for recharging the ground water
	recharging the ground water within the	within the project premises.
	project premises. Rain water harvesting pits	
	shall be designed to make provisions for	
	silting chamber and removal of floating	
	matter before entering harvesting pit.	
	Maintenance budget and persons	
	responsible for maintenance must be	
	provided. Care shall also be taken that	
	contaminated water do not enter RWH pit.	
20	The Project Proponent shall provide	Agreed. We have provide minimum one hydraulic
	minimum one hydraulic ladder of Sufficient	ladder of Sufficient length for escape of people in
	length for escape of people in case of fire.	case of fire
21	The Project Proponent shall submit	Agreed. Initially, at the time of construction we
	assurance from the DHBVN for supply	obtained the approval for 4471 KW load with CD
	of 5658 KVA of power supply before the	4968 KVA in 2014 and completion of construction
	start of construction. In no case project will	we have approval for Ultimate Load for 4878 KW
	be operational solely on generators without	or 5420 KVA from 33 KV Sub Station and partial
	any power supply From any external power	load of 1000 KW or 1111.12 KVA. Copies of both
	<u> </u>	,

	utility.	approvals are enclosed as Annexure III
22	Detail calculation of power load and	Agreed.
	ultimate power load of the project. Shall be	
	submitted to DHBVN under intimation to	
	SELAA Haryana before the start of	
	construction. Provisions shall be made for	
	electrical infrastructure in the licensed area.	-
23	The Project Proponent shall obtain NOC	Agreed. Fire NOC has been obtained before start
	from nearest fire station before the start of	of construction.
	construction.	
24	The Project Proponent shall not raise any	Agreed. We have not raised any construction in
	construction in the natural land depression /	the natural land depression/ Nallah/water course.
	Nallah/water course and shall ensure that	
	the natural flow from the Nallah/water	
	course is not obstructed.	
25	The Project Proponent shall keep the plinth	Agreed.
	level of the building blocks sufficiently	
	above the level of the approach road to the	
	Group Housing Project as per prescribed	
	by-laws. Levels of the other areas in the	
1	Group Housing Projects shall also be kept	
	suitably so as to avoid flooding.	
26	Construction shall be carried out so that	Agreed. Construction has been carried out so that
	density of population does not exceed as	density of population does not exceed as approved
	approved by Director General Town and	by Director General Town and Country
	Country Department Haryana.	Department Haryana.
27	The Project Proponent shall submit an	Agreed. Ground water permission has been taken.
	affidavit with the declaration that ground	Enclosed as Annexure IV
	water will not be used for construction and	
	will also indicate the source of water for	
	construction before the start of construction	

	activity.	
		_
28	The project proponent shall design the water	Agreed.
	supply system @135 lpcd Instead of 86 lpcd	
	including savings due to use of treated	
	water. Accordingly the requirement of water	
	supply and water balance diagram be	
	prepared and be submitted to SEIAA	
	Haryana before start of construction.	
	Sewerage and STP capacity shall be	
	suitably increased accordingly.	
29	That the Project Proponent shall provide	Agreed.
	Water Bodies of size of 5% of the net	
	project areas as stipulated and ordered by	
	Ministry of Environment and Forests,	
	Government of India.	
	Operational phase-	
	The Sewage Treatment Plant (STP) shall be	Agreed. The Sewage Treatment Plant (STP) has
	installed for the treatment of the sewage to	been installed for the treatment of the sewage to
	the prescribed standards including odour	the prescribed standards. CTO has been applied.
	and treated effluent will Be recycled to	
1.	achieve zero exit discharge. The installation	
	of STP should be certified by an	
	independent expert and a report in this	
	regard should be submitted to the SEIAA,	
	Haryana before the project is commissoned	
	for operation. Discharge of treated sewage	
	shall conform to the norms and standards of	- W 10
	HSPCB Panchkula.	
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	Separation of the grey and black water	Agreed.
		Agreeu.
	should be done by the use of dual plumbing	
2.	line. Treatment Of 100% grey water by	
	decentralized treatment should be done	
	ensuring that the re-circulated water should	
	have BOD maximum up to 10 ppm and	
	recycled water will be used for flushing,	
	gardening and DG set cooling and running	
,	of fountain in water body to achieve zero	
	exit discharge.	
3.	For disinfection of the treated wastewater	Agreed. For disinfection of the treated wastewater
	ultra-violet radiation or ozonization process	ultra-violet radiation or ozonization process is
	should be used.	being used.
4.	The solid waste generated should be	Agreed. The solid waste generated is being
	properly collected and segregated. Bio	properly collected and segregated. Bio degradable
	degradable waste shall be decomposed at	waste is being decomposed at site and dry/inert
	site and dry/inert solid waste should be	solid waste is being disposed off to approve sites
	disposed off to approved sites for land	for land filling after recovering recyclable
	filling after recovering recyclable material.	material.
5.	Diesel power generating sets proposed as	Agreed.
	source of back-up power for lifts, Common	
	area illumination and for domestic use	
	should be of enclosed type and conform to	
	rules made under the Environment	
	(Protetion) Act, 1986. The location of the	
	DO sets should be in the basement as	
	promised by the project proponent with	
	appropriate stack height i.e above the roof	
	level as per the CPCB norms. The diesel	
	used for DG sets should be of low sulphur	
6.	Ambient Noise level should be controlled to	Agreed. Ambient Noise level was controlled to

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	ensure that it does not exceed the prescribed	ensure that it does not exceed the prescribed
	standards both within and at the boundary	standards both within and at the boundary of the
	of the Proposed Group Housing Complex.	Proposed Group Housing Complex. II
7.	The project proponent should maintain at	Agreed. Green area photographs has been attached
	least 23 % as green cover area for tree	as Annexure-XII
	plantation especially all around the	
	periphery of the project and on the road	
	sides preferably with local species so as to	
	provide protection against particulates and	
	noise. The 15.3% open spaces inside the	
	plot should be preferably landscaped and	
	covered with vegetation/grass, herbs &	
	shrubs. Only locally available plant species	
	shall be used.	*
8.	Weep holes in the compound front walls	Agreed.
	shall be provided to ensure natural drainage	
	of rain water in the catchments area during	
	the monsoon period.	
9.	Rain water harvesting for roof run-off and	Agreed. RWH Plan has been enclosed as
	surface rup-off, as per plan submitted	Annexure II.
	should be implemented. Before recharging	
	the surface run off, pretreatment through	
	sedimentation tanks must be done to remove	
	suspended matter, oil and grease. The bore	
	well for rainwater recharging shall be kept	
	at least 5 mts. above the highest ground	
	water table. Care shall be taken that	
_	contaminated water do not enter any RWH	
	pit.	
	Trial 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	A A
10.	The ground water level and its quality	Agreed.

	consultation with Central Ground Water	
	Authority	
1.	There should be no traffic congestion near	Agreed. Circulation Plan has been enclosed as
	the entry and exit points from the roads	Annexure VIII
	adjoin the proposed project site Parking	
	should be fully internalized and no public	
	space should be utilized	
12.	A report on the energy conservation	Agreed.
	measures conforming to energy	
	conservation norms finalized by Bureau of	
	Energy Efficiency should be prepared	
	incorporating details about building	
	materials & technology, R & U Factors etc.	
× .	and submitted to the SEIAA, Haryana in	
	three months' time.	
13.	Energy conservation measures like	
	installation of CFLs/TFLs for lighting the	
	areas outside the building should be integral	
	part of the project design and should be in	1
	place before project commissioning. Used	
	CFLs and TFLs should be properly	
	collected and disposed off/sent for recycling	
	as per the prevailing guidelines/rules of the	
	regulatory authority avoid mercury	
	contamination. Use of solar panels must be	
	adapted to the maximum extent possible for	r
	energy conservation.	
14.	The solid waste generated should be	
	properly collected and segregated as per the	1
Ì	requirement of the MSW Rules, 2000 and as	1
	amended from time to time. The bio-	-

	degradable at the site ear marked within the	
	project area and dry/inert solid waste should	
	be disposed off to the approved sites for	_
	land filling after recovering recyclable	
	material	¥
15.	The provision of the solar water heating	Agreed.
	system shall be as per norms specified by	
	HAREDA and shall be made operational in	
	each building block.	
16.	The project proponent shall use the water	Agreed. Water has been used after taking
	from the already existing tube wells for	permission. Permission has been enclosed as
	domestic purposes only and that too after	Annexure-IV
	getting prior permission from CGWA.	_
17,	The traffic plan and the parking plan	Agreed.
	proposed by the Pl should be adhered to	
	meticulously with further scope of	
	additional parking for future requirement.	
	There should be no traffic congestion near	
	the entry and exit points from the roads	
	adjoining the proposed project site. Parking	
	should be fully internalized and no public	
	space should be used	
18.	The Project shall be operationalized. Only	Agreed. Copy of ground water permission is
	once HUDA will provide Domestic water	enclosed. Annexure-IV
	supply system in the area.	To the second se
19.	Operation and maintenance of SIP, solid	Agreed.
	waste management and electrical	
	infrastructure shall be ensured even after the	
	completion of sell.	
20.	Different type of wastes should be disposed	Agreed.
	off as per provisions of municipal solid	
		1

	wasta hiamadical wasta hazardana wasta	
	waste, biomedical waste, hazardous waste,	.00
	e-waste, batteries & plastic rules made	
	under environment protection act, 1986.	
21.	Standards for discharge of environmental	Agreed.
22	pollutants as enshrined in various schedule	
	of rule 3 of environment protection rule	
	1986 shall be complied with.	
	PART-B GENERAL CONDITIONS :-	
i.	The Project Proponent shall ensure the	Agreed. Have been submitted.
	commitments made in Form-1, Form- 1 A,	
	EIA/EMP and other documents submitted to	
	the SEIAA for the protection. Of	
e al	environment and proposed environment	2
	safeguards are complied with in letter and	
	spirit.	
Ii	Six monthly compliance reports should be	Agreed.
	submitted to the HSPCB and Regional	
	Office, MOEF, GOl, Northern Region,	
	Chandigarh and a copy to the SE Panchkula	
	Haryana.	
iii	The SEIAA, Haryana reserves the right	Agreed.
	additional safeguard measures subsequently,	
	if found necessary. Environmental	
	Clearance granted will be revoked if it is	
	found that false information has been given	
	for getting approval of this project. SEIAA	
	reserve the right to revoke the clearance if	
	condition stipulated are not implemented to	* -
	the satisfaction of SEIAA/MoEF.	
Iv	Under the provisions of Environment	Agreed.
	(Protection) Act, 1986, legal action shall be	
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	initiated against the Project Proponent if it	
	was found that construction of the project	
	has been started before obtaining	
	environmental clearance	
V	The Project proponent shall not violate any	Agreed.
	judicial orders/pronouncements issued by	
±1	the Hon'ble Supreme Court/High Courts.	
vi	All other statutory clearances such as the	Agreed. Height NOC has been attached as
	approvals for storage of diesel from Chief	Annexure-VI
	Controller of Explosives, Fire Department,	
	Civil Aviation Department, Forest	
	Conservation Act, 1980 and Wildlife	
	(Protection) Act, 1970) project proponents	
	from the respective authorities prior to	
	construction of the project.	2
vii	The Project Proponent shall obtain NOC	Agreed. Aravalli NOC has been attached as
	under Aravalli Notification from EC of	Annexure-VI
	Hon'ble Supreme court regarding coverage	
	under Aravalli Notification.	
viii	The Project proponent should inform the	Agreed.
	public that the project has been accorded	
	Environment Clearance by the SEIAA and	-
	copies of the clearance letter are available	
	with the State Pollution Control Board &	
	SEIAA. This should be advertised within 7	
	days from the date of issue of the clearance	
	letter at least in two local newspapers that	
	are widely circulated in the region and the	
	copy of the same should be forwarded to	
	·	T. Control of the Con

ix	Any appeal against the this Environmental	Not Applicable
	Clearance shall lie with the National Green	
	Tribunal, if preferred, within a period of 30	
	days as prescribed under Section 16 of the	
	National Green Tribunal Act, 2010.	
X	The Project Proponent shall put in place	Agreed.
	Corporate Environment Policy as mentioned	-
	in MOEF, GOI OM No.3-11013/41/2006-	
	IA 11(I) dated26.4.2012	
xi	If it is later found that built-up area as	Agreed.
	defined in MOEF letter F.No. 19- 127/2011-	
	IA-Ill dated2.4.2012 is more than stated	
	area, the EC shall be revoked	ň.

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Authorised Signatory



HARYANA STATE POLLUTION CONTROL BOARD C-11, SECTOR-6, PANCHKULA

Website – www.hspcb.gov.in E-Mail - hspcb.pkl@sifymail.com Telephone No. – 0172-2577870-73

No. HSPCB/Consent/: 2821213GUSOCTE313844

Dated:03/12/2013

To

M/s: GROUP HOUSING PROJECT (M/s. JANPRIYA BUILDESTATE PVT.

LTD.)

SECTOR 77, GURGAON, VILLAGE SHIKOHPUR, GURGAON GURGAON

122001

Sub.: Issue of Consent to Establish from pollution angle.

Please refer to your Consent to Establish application received in this office on the subject noted above. Under the Authority of the Haryana State Pollution Control Board vide its agenda Item No. 47.8 dated 28.04.83 sanction to the issue of "Consent to Establish" with respect to pollution control of Water and Air is hereby accorded to the unit GROUP HOUSING PROJECT (M/s. JANPRIYA BUILDESTATE PVT. LTD.), for manufacturing of group housing project with the following terms and conditions:-

- 1. The industry has declared that the quantity of effluent shall be 387 KL/Day i.e 0KL/Day for Trade Effluent, 0 KL/Day for Cooling, 387 KL/Day for Domestic and the same should not exceed.
- 2. The above "Consent to Establish" is valid for two years from the date of its issue to be extended for another one year at the discretion of the Board or till the time the unit starts its trial production whichever is earlier. The unit will have to set up the plant and obtain consent during this period.
- 3. The officer/official of the Board shall have the right to access and inspection of the industry in connection with the various processes and the treatment facilities being provided simultaneously with the construction of building/machinery. The effluent should conform the effluent standards as applicable
- 4. That necessary arrangement shall be made by the industry for the control of Air Pollution before commissioning the plant. The emitted pollutants will meet the emission and other standards as laid/will be prescribed by the Board from time to time.
- 5. The applicant will obtain consent under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21/22 of the Air (Prevention & Control of Pollution) Act, 1981 as amended to-date-even before starting trial production
- 6. The above Consent to Establish is further subject to the conditions that the unit complies with all the laws/rules/decisions and competent directions of the Board/Government and its functionaries in all respects before commissioning of the operation and during its actual working strictly.
- 7. No in-process or post-process objectionable emission or the effluent will be allowed, if the scheme furnished by the unit turns out to be defective in any actual experience
- 8. The Electricity Department will give only temporary connection and permanent connection to the unit will be given after verifying the consent granted by the Board, both under Water Act and Air Act.

- 9. Unit will construct the proper septic tank as per Bureau of Indian Standards.
- 10. Unit will raise the stack height of DG Set/Boiler as per Board's norms.
- 11. Unit will maintain proper logbook of Water meter/sub meter before/after commissioning.
- 12. That in the case of an industry or any other process the activity is located in an area approved and that in case the activity is sited in an residential or institutional or commercial or agricultural area, the necessary permission for siting such industry and process in an residential or institutional or commercial or agricultural area or controlled area under Town and Country Planning laws CLU or Municipal laws has to be obtained from the competent Authority in law permitting this deviation and be submitted in original with the request for consent to operate.
- 13. That there is no discharge directly or indirectly from the unit or the process into any interstate river or Yamuna River or River Ghaggar.
- 14. That the industry or the unit concerned is not sited within any prohibited distances according to the Environmental Laws and Rules, Notification, Orders and Policies of Central Pollution control Board and Haryana State Pollution Control Board.
- 15. That of the unit is discharging its sewage or trade effluent into the public sewer meant to receive trade effluent from industries etc. then the permission of the Competent Authority owing and operating such public sewer giving permission letter to his unit shall be submitted at time of consent to operate.
- 16. That if at any time, there is adverse report from any adjoining neighbor or any other aggrieved party or Municipal Committee or Zila Parishad or any other public body against the unit's pollution; the Consent to Establish so granted shall be revoked.
- 17. That all the financial dues required under the rules and policies of the Board have been deposited in full by the unit for this Consent to Establish.
- 18. In case of change of name from previous Consent to Establish granted, fresh Consent to Establish fee shall be levied.
- 19. Green belt of adequate width shall be provided by the unit before commissioning.
- 20. In case of unit does not comply with the above conditions within the stipulated period, Consent to Establish will be revoked.
- 21. Industry should adopt water conservation measures to ensure minimum consumption of water in their Process. Ground water based proposals of new industries should get clearance from Central Ground Water Authority for scientific development of previous resource.
- 22. This Consent to Establish would be invalid if it is established in the non-conforming area.
- 23. That the unit will take all other clearances from concerned agencies, whenever required.
- 24. That the unit will obtain consent under Water & Air Acts & authorization under HWTM Rules from the Board before coming into production.
- 25. That the unit will not change its process without the prior permission of the Board.
- 26. That the Consent to Establish so granted will be invalid, if the unit falls in Aravali Area.
- 27. That the unit will comply with the Hazardous Waste Management Rules and will also make the non-leachate pit for storage of Hazardous waste and will undertake not to dispose off the same except for pit in their own premises or with the authorized disposal authority.
- 28. That the unit will submit an affidavit that it will comply with all the specific and general conditions as imposed in the above Consent to Establish within 30 days failing which Consent to Establish will be revoked.
- 29. That unit will obtain EIA from MoEF, if required at any stage.

FOR JANPRIYA BUILDESTATE PVT, LTD

Authorised Signatory

Specific Conditions

SET.

Other Conditions:

1. The unit will take trial consent to operate before the occupation of the project.

2. The unit will install STP along with the main project.

3. The unit will install the project only on the land for which Town and Country Planning Department has given licenece.

4. The unit will comply all the terms and conditions of the Environmental Clearance granted by

the SEIAA, Harvana.

5. Unit will obtain prior NOC/Permission from central Ground Water Authority in case under ground water resource is used.

6. The unit will achieve Zero effluent Discharge as proposed by unit.

7. The NOC is valid only for such land within this project which is under ownership of project proponent and for which report regarding Aravali area has been issued by DC, Gurgaon.

- 8. The unit will install adequate acoustic enclosures/chambers on their DG SETS with proper stack height as per prescribed norms to meet the prescribed standards under EP Rules, 1986. 9. The unit will install the adequate sewage treatment plant to meet the standards prescribed under EP Rules 1986.
- 10. The NOC will become invalid in case the project is found violating the provisions of notification no. S.O.191(E) dt. 27.01.2010 issued by MoEF Government of India regarding Ecosensitive Zone of Sultanpur National Park.

Senior Environmental Engineer II, HQ

For and on be half of chairman Haryana State Pollution Control Board

FOR JANPRIYA BUILDESTATE PVT. LTD



HARYANA STATE POLLUTION CONTROL BOARD C. 11 SECTOR 6 BANCHKILLA



C-11, SECTOR-6, PANCHKULA

Website: www.hspcb.gov.in E-Mail - hspcb.pkl@sifymail.com

Tele Fax No.: 0172-2577870-73

No. HSPCB/Consent/: 313116317GUSOCTE4654298

Dated:02/12/2017

To.

M/s: GROUP HOUSING PROJECT (M/s. JANPRIYA BUILDESTATE PVT. LTD.)

SECTOR 77, GURGAON, VILLAGE SHIKOHPUR, GURGAON GURGAON SOUTH 122001

Sub: Extension in the validity period of NOC case of M/s GROUP HOUSING PROJECT (M/s. JANPRIYA BUILDESTATE PVT. LTD.)

Kindly refer to your application for extension in validity of NOC received in this office on 2017-11-02 on the subject noted above.

The matter has been examined by the board and as per the decision, the validity period of Consent to Establish already granted vide letter No. 2821213GUSOCTE313844 dt. 03/12/2013 is hereby extended for further period i.e. from 02/12/2017 to 29/08/2019 with the same usual terms and conditions as mentioned in the previous NOC.

Conditions:

Other Conditions:

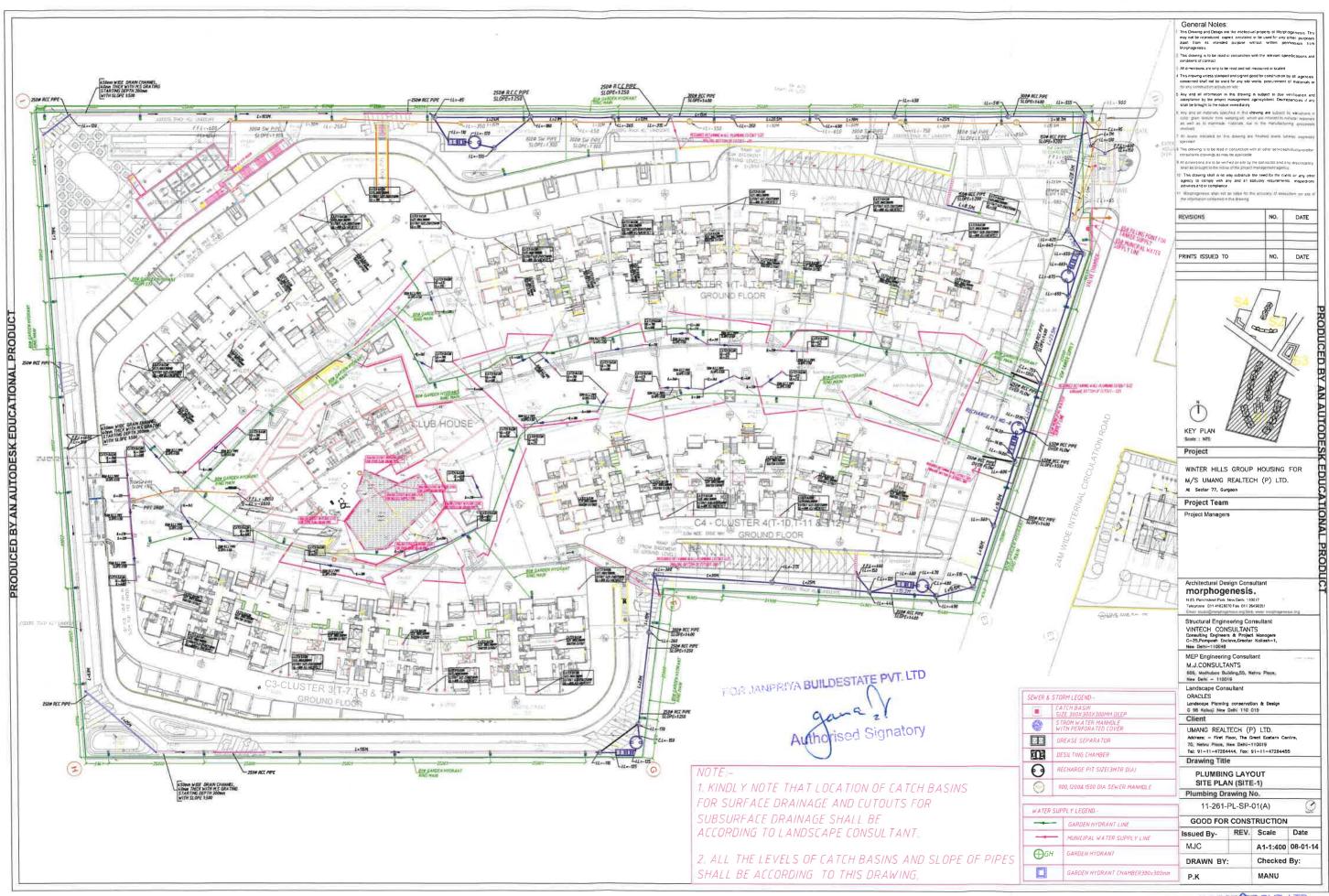
1. The unit will not do any construction activity at site without valid license of Town & Country Planning Department, Haryana and during construction phase, unit will comply with the norms prescribed by MoEF for construction project and order of NGT issued in original application no. 21 of 2014 titled as Vardhman Kaushik V/s Union of India please.

Regional Officer, HQ

For and on be'half of chairman

Haryana State Pollution Control Board

FOR JANPRIYA BUILDESTATE PVT. ETD



DAKSHIN HARYANA BIJLI VITRAN NIGAM

DHBVN

(A Govt. of Haryana Undertaking) CE/Commercial, DHBVN, Hisar-125005.

Email:-cecommercial@dhbvn.org.in

Memo No. Ch-37/SE/R-APDRP/OLNC-HT/GGM-I/SOL-759

Dated:-401.2021

Tο

The Superintending Engineer/OP, Circle-I, DHBVN, Gurugram.

Subject:- Application for approval of Electrification Plan with Ultimate load 4878 KW or 5420 KVA and sanction of partial load 1000 KW or 1111.12 KVA applied M/s Janpriya Build Estate Pvt. Ltd. under HT/BDS category for the premises "Umang Winter hills" in the revenue Estate of Village Sikohpur, Sector 77, Gurugram under Operation Sub-Division, Manesar, Gurugram.......Approval of EP along with sanction of ultimate & Interim/Partial Load thereof.

Ref:-

- Online application bearing No G31-120-168 dated 23.01.2020 applied by M/s Janpriya Build Estate Pvt. Ltd.
- 2. This office letter memo no. Ch-27/SE-RAPDRP/ONLC-HT/GGN-I/SOL-759 dated 16.11.2020 vide which the TFR for the ultimate load was sought.
- 3. This office letter memo no. Ch-29/SE-RAPDRP/ONLC-HT/GGN-I/SOL-759 dated 17.11.2020 vide which the TFR for the partial load was sought.
- 4. Your email dated 24.12.2020 vide which you have sent the TFR duly concurred b y SE/TS, HVPNL.
- 5. The following license details issued by DTCP:-

License No.	License issued to	Area (In Acres)
License no. 67 of	M/s Janpriya Build Estate Pvt. Ltd. & M/s Triplex	16.54
2011 dated	Housing & Land Development Pvt. Ltd. for setting up of	acres
16/07/2011 valid	Group Housing Colony on the land measuring 16.54 in	
upto15,07.2021	the revenue estate of Village-Shikohpur, Sec-77,	
	Manesar, Gurugram.	

The subject cited application has been considered in view of the Technical Feasibility Report made available by you (Ref Sr. No 3 above) as per the provisions of Sales Circular no. D-40/2016.

Accordingly, approval of Electrification Plan comprising of Ultimate Load of 4878 KW or 5420 KVA and sanction of interim/partial load 1000 KW or 1111.12 KVA for the premises at Village Sikohpur, Sec-77, Gurugram under HT/BDS category applied by M/s Janpriya Build Estate Pvt. Ltd. under Operation Sub-Division, Manesar, Gurugram as per the provisions contained in S.C. No. D-31/20202 issued by Nigam:-

I. Ultimate Load calculation details of the complete scheme, as per the layout plan approved by DTCP, is as under:-

Domestic Load Load of including lifts, Total Any other Ultimate common **Domestic** Water Supply **Description of** Load in NDS Load facilities for Load (In Area/Building Pumps, and KW residents. (In (In KW) firefighting pumps. KW) KW) (In KW) F=D+E С D=B+C E В A 71 4832 46 4878 Total Load of 4761 the scheme

II. The Ultimate Load of 4878 KW or 5420 KVA shall be fed from 33KV Switching Station (which will be finalized by SE/Op, Gurugram-I) in view of the options exercised by the developer/builder as per Sales Circular No. D-28/2018 further to be read in conjunction with Sales Circular no. D-14/2018.

III. Above 33KV Switching Station shall be fed from 220/33KV Sub Station, Sec-69, Gurugram. However, requirement of bay at 220/33KV Sub-station, Sec-69, Gurugram shall be allocated by HVPN and the same to be ensured from HVPN accordingly.

W

Page 1 of 4

Authorised Signatory

KE PVT. LTD

Interim/Partial Load 1000 kW or 1111.12 KVA shall be fed from proposed 11KV Janpriya IV. Independent feeder emanating from 66 kV substation, Old Manesar, Gurugram through T1= 25/31.5 MVA power transformer.

As per the Single Point Regulations 2020 circulated by Nigam vide Sales Circular D-17/2020, Single Point electricity connection under HT/BDS shall be released in the project

area of the developer/builder.

The above proposal of electricity feeding arrangements to the project area of the VI. developer/builder shall however be without prejudice to the rights of DHBVN to alter or

modify or optimize it further, as per any specific directions of Nigam & HERC.

As per the provisions contained in Sales Circular No D-21/2020 Dt: 07.09.2020, time for VII. creation of 33KV infrastructure & Interim/Partial load thereof is an essence and shall be contingent upon the release of load under the instant application. Accordingly, it shall be ensured by SE (OP), Circle-I DHBVN Gurugram that the 33KV infrastructure is created by the builder/developer within the specified time and the feeding arrangement is switched over to 33KV level from 11KV at his own cost.

2. Accordingly, the subject cited application, for Ultimate Load of 4878 KW or 5420 KVA alongwith interim/partial load 1000 KW or 1111.12 KVA applied by M/s Janpriya Build Estate Pvt. Ltd. under Operation Sub-Division, Manesar, Gurugram, be processed further for releasing permanent connection to the applicant as per the above details within the stipulated timeframe strictly under the existing instructions and provisions of HERC Regulation 4 of the Electricity Supply Code - "Procedure for release of New Connection and modification in existing connection" circulated vide Sales Circular no. D-07/2020 dated 28.03.2020. Provisions contained in HERC Regulation no. HERC/49/2020 for single point supply and its compliances shall also be sacrosanct towards the release of connectionalong with the provisions contained in Sales Circular No D-21/2020 Dt: 07.09.2020 issued

3. Various activities involved in giving supply of electricity including processing of applications, issue of demand notice, inspection and testing of the consumer's installation and release of connection shall

be undertaken as per procedure specified under Regulation 4 of Electricity Supply Code.

4. While releasing the Electricity Connection/Load/Contract Demand to the applicant, it is also to be ensured that the following statutory requirements are duly complied with in letter & spirit of the instructions of Nigam (as amended from time to time):-

The applicant has complied with the procedure and conditions as specified in Regulation 4 of

the Electricity Supply Code.

All the documents required to be submitted by the applicant in support of proof of 11. ownership/legal occupation of the premises, proof of identity and other documents, are complete and dully verified in addition to the verification of the category of connection as per its applicability in view of the schedule of tariff circulated vide Sales Circular no. D-29/2013 dated 25.06.2013.

All general and miscellaneous charges payable against the application are fully recovered in 111. accordance with the Regulation No. HERC/34/2016/ 1st amendment/2020 Dated 19th March'20 (Duty to supply electricity on request, power to recover expenditure incurred and power to

require security); circulated vide Sales Circular No. D-12/2020 dated 25.06.2020.

All the provisions as contained in the HERC Regulation No. HERC.29/2014 (2nd amendment) IV. dated 8th January 2020 (Electricity Supply Code 2014; circulated vide Sales Circular No. D-07/2020 dated 28.03.2020) are fully complied with and are strictly adhered to.

Assessment of the Technical Feasibility Report for the Load, recommendations for the supply source & supply level and planning for the distribution infrastructure is in strict adherence to the notification(s) of HERC Regulations 3.1 & 3.2 of the Electricity Supply Code and further Sales Circular No. D-14/2018 and D-30/2018 issued by the Nigam from time to time.

Execution Plan is submitted by the applicant and development of electrical infra by the VI. developer is as per the technical service estimate to be prepared in line with the planning &

design and technical specifications and constructions standards of the Nigam.

Before commencement of the development works/activities in the development area, the VII. estimate is duly approved and sanctioned by the competent authority of the Nigam.

The service connection charges or actual expenditure to recover such expenses are VIII. computed and got deposited from the applicant in accordance with HERC Regulation No. 4 -Power to Recover Expenditure - Duty to Supply circulated vide Sales Circular No. D-12/2020 dated 25.06.2020.

All the relevant provisions, as contained in the Instruction no. 02/2019/PD&C of CE/PD&C, IX. DHBVN, Hisar issued by the Nigam, are fully complied with, and are strictly adhered to.

In case of the development of Electrical Infrastructure requiring any specific clearances and approvals from local bodies, forest dept. or any other govt. dept., the same shall be the responsibility of the applicant/developer and in this regard all incidental charges shall be borne by the applicant/developer.

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- XI. In case of the applicant opting for the creation of the electrical infrastructure at its own as per the planning, design, and technical specifications of Nigam, the same may be got carried out through a Licensed Electrical Contractor under Regulation 3.10 of Duty to Supply Regulations. However, inspection for the quality check of the major items is got carried out from Nigam's authorized person before erection of major items besides the quality check of the electrical infrastructure works from time to time. In such instances the supervision charges (As applicable under Regulation 3.10 of Duty to Supply Regulations) are also paid by the applicant to Nigam as the case may be.
- XII. As per HERC Regulation No. 4 (4.12) Power to Recover Expenditure Duty to Supply circulated vide Sales Circular No. D-12/2020 dated 25.06.2020 and Sales Circular No D-21/2020 Dt: 07.09.2020, time shall be an essence for the installation of complete Electrical Infrastructure by the Developer as per the execution plan and the validity of this approval/sanction shall be further sacrosanct towards the same.
- XIII. In case the applicant/developer so desires to get the complete electrical infrastructure erected & commissioned from DHBVN, the applicant/developer shall be required to deposit the value of such infrastructure with DHBVN as per the instructions of the DHBVN for the said work and accordingly the same shall be executed by DHBVN.
- XIV. The applicant is not absolved of its future responsibility to abide by the provisions of Sales Circular No D-14/2018 Dt: 27.03.2018 for making available a suitable piece of land for 33 KV switching station in-spite of its present inability for the same and submission of BG as per the provision of sale circular no. D-28/2018 dated 02.11.2018.
- XV. The land for 33KV switching station is offered by the applicant/Builder and is duly verified by the committee as per Sales Circular No D-17/2018 Dt: 11.05.2018 and handed over to Nigam (Through SE Operations or his authorized representative not below the rank of XEN Operation concerned) as per Sales Circular No D-14/2018 Dt: 27.03.2018. The offered land should be duly earmarked for the electrical infrastructure in the approved DTCP layout plan.
- XVI. Necessary compliance requirements towards the submission of an irrevocable BG(s) by the applicant to Nigam is duly completed in view of the provisions contained under HERC Regulation No. 4 Power to Recover Expenditure Duty to Supply circulated vide Sales Circular No. D-12/2020 dated 25.06.2020 and in view of the provisions contained in Sales Circular no. D-28/2018.
- XVII. Safe custody of the above BG(s) and its verification & validation shall remain sacrosanct and is always to be monitored closely during the entire period.
- XVIII. Validity of License no. 67 of 2011 dated 16.07.2011shall always remain sacrosanct. In the event of the license getting expired, the same is got renewed from DTCP by the applicant well in time.
- XIX. The applicant as well as the premise where the load is to be released is not a defaulter of any kind whether disputed or undisputed.
- XX. Seniority for release of connection is maintained in view of the provisions contained in SMI 1.24 and provisions of SMI 4.2 is adhered to in respect of site for installation of energy meter. These requirements are also to be read in conjunction with the similar requirement stipulated under HERC Electricity Supply Code Regulation No. 29/2014 & amendment thereof circulated vide Sales Circular No. D-07/2020 dated 28.03.2020.
- Along with the release of Single Point Connection, under HT/BDS category, with installation of a suitable energy meter, system of AMR is installed by M&P wing of DHBVN and its connectivity is established with the Head End System deployed at Data Center Hisar.
- XXII. Upon creation of new electrical assets and release of connection, system of GIS is also duly got updated w.r.t the asset mapping and consumer indexing.
 - With regards to the installation of Solar Photovoltaic Power Plant, the notification no. 22/52/2005-5 Power Dt: 21st March'16 of Haryana Renewal Energy Department, circulated by Nigam vide Sales Circular No: D-42/2016 Dt: 30.12.2016 along with its amendment vide Sales Circular No: D-10/2017 Dt: 16.02.2017, is adhered to by the applicant.
- XXIV. Applicability of any other fundamental instructions & regulations of Nigam not specified above but otherwise deemed mandatory for the instant case.
- XXV. With regards to the above terms & conditions of approval of Electrification Plan, Sanction of Load, an undertaking is also obtained on NJSP (Duly Notarized) from **M/s Janpriya Build Estate Pvt. Ltd.**, before processing the instant matter, towards it's acknowledgment, acceptance and fulfillment thereof.
- 5. The approval of Electrification Plan comprising of Ultimate Load of 4878 KW or 5420 KVA and sanction of Interim/Partial Load 1000 KW or 1111.12 KVA applied by M/s Janpriya Build Estate Pvt. Ltd under Operation S/Divn., Manesar, Gurugram, shall be contingent upon the compliance of the above requirements. For any misrepresentation of the information & facts and non-compliance, this approval shall be void ab-initio. If any of the information & fact found/noticed to be fabricated and

mis-leaded at any stage, which may otherwise lead to explicit or implicit loss to Nigam, M/s Janpriya Build Estate Pvt. Ltd is liable to make good such loss to Nigam. This shall however be without prejudice to the rights of Nigam to take further recourse in the matter as per the legal remedies available with the Nigam.

Mukesh Gupta CE/Commercial, DHBVN, Hisar

Endst. No: Ch-38/SE/R-APDRP/OLNC-HT/GGN-I/SOL-759

Dated:-1/01.2021

A copy of the above is also being forwarded to the following for their information of the matter please and with further request to ensure system infrastructure readiness and availability at HVPN end for the off take of the power requirements to the instant applicant please.

- 1. CE/TS, HVPN Hisar.
- 2. CE/Planning, HVPNL, Panchkula.
- 3. SE/TS, HVPN Gurugram.

Mukesh Gupta CE/Commercial, DHBVN, Hisar

Endst. No: Ch-39/SE/R-APDRP/OLNC-HT/GGN-I/SOL-759

Dated:-4.01.2021

A copy of the above is also being forwarded to Chief Town Planner, DTCP, Haryana, Plot No. 3, Sec-18A, Madhya Marg, Chandigarh for information of the matter and w.r.t. Sr. No. "XV" of terms and conditions above for further necessary action of the matter please.

Mukesh Gupta CE/Commercial, DHBVN, Hisar

Endst. No: Ch-40/SE/R-APDRP/OLNC-HT/GGN-I/SOL-759

Dated:- y .01.2021

A copy of the approval/sanction letter is also being forwarded to M/s Janpriya Build Estate Pvt. Ltd under Operation S/Divn., Manesar, Gurugram for his/its information and further compliance of the same. It is also being made clear that the approval of Electrification Plan comprising of Ultimate Load of 4878 KW or 5420 KVA and sanction of interim/partial load 1000 KW or 1111.12 KVA under HT/BDS category has been accorded in view of the documents & details furnished by you along with the application and shall be contingent upon the compliance of the aforementioned requirements. For any misrepresentation of the information & facts and non compliance, this approval shall be void ab-initio. If any of the information & fact found/noticed to be fabricated and misleaded at any stage, which may otherwise lead to explicit or implicit loss to Nigam, you shall be liable to make good such loss to Nigam. This shall however be without prejudice to the rights of Nigam to take further recourse in the matter as per the legal remedies available with the Nigam.

Mukesh Gupta CE/Commercial, DHBVN, Hisar

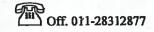
Cc:-

- 1. SPS to Director/Operation, DHBVN for information of Director please.
- 2. CE(OP), DHBVN, Delhi Zone for information of the matter please.
- 3. SE M&P, DHBVN, Hisar for the information of the matter and ensuring compliance as per Sr No XXII.
- 4. XEN(OP) Manesar, Gurugram for information and further necessary action.
- 5. SDO(OP) Sub-Divn, DHBVN, Manesar for information and further necessary action.

FOR JANDRIYA BUILDESTATE PVT. LTD

Page 4 of 4





DAKSHIN HARYANA BIJLI VITRAN NIGAM

011-28313780 (A Govt. of Harvana under taking) Fax 011-28312866 Office of the

Chief General Manager (OP) DHBVN, Delhi-35

To

The SE 'OP' Circle DHBVN, Gurgaon

Memo No. Ch- 2) wo - 1 D AG- 1678/44 Dated: 11/9/14

Sub:

Sanction of 4471KW load with CD 4968KVA to M/s Jan Priya Buildestate Pvt. Ltd., Sector-77, Village Sikhopur, Gurgaon, applied vide A&A No. 45606/BS/DS dated 30.10.2013.

As recommended vide your office memo No. Ch-8/PC-GC-406/MNS dated 07.07.2014, sanction is hereby accorded for sanction of load 4471KW with CD 4968KVA to M/s Jan Priya Buildestate Pvt. Ltd., Sector-77, Village Sikhopur, Gurgaon, on 11KV supply pressure and on HT/BS/DS tariff supply through proposed 11 KV independent feeder emanating from 66KV Substation Old Power House, Manesar subject to fulfillment of the following conditions:-

1. Apart from other provisions, instruction of sales manual specifically no.1.21 & 4.2 shall be applicable in this case for which action needs to be taken in first instance accordingly.

2. All other formalities as required as per instructions issued/adopted by Nigam time to

time shall be completed.

3. Metering equipments including CTs & PT's of matching capacity as per specifications/ design of Nigam shall be provided and Metering equipment of appropriate capacity shall be installed at S/Stn. and metering room shall be provided at the main entrance gate of the premises as per instructions issued vide S. C No. D-11/2005 dated 13-7-05 and Sales Instruction No. 7/2009 dated 02.09.2009 and Installation must be got inspected by CEI before releasing the connection.

4. No. applicant senior to the instant applicant/ consumer is waiting sanction of

load/extension of load.

5. Full advance Consumption security and other applicable charges be recovered from the applicant before further processing the case as per Sales Circular No. D-26/2011.

6. Documentary proof in support of the identification of the authorized signatory i.e. copy of ration card, driving license etc., shall be obtained from the applicant/ consumer.

7. The consumer will be submitted documentary proof in support of ownership of land before taking further action.

8. Necessary clearance certificate from various Govt. Department i.e. CEI, Pollution

Control Board etc. shall be taken.

9. The consumer will not raise any claims against the department for un-notified unscheduled power cuts, which are beyond the control of the department and an undertaking will be obtained from him.

Contd.....2

- 10. The Sanctioned load is, required, to be built-up, within six months from the release of this connection in terms of SMI No. 1.21 and consumer should give undertaking to this effect. If the consumer does not avail the full revised sanctioned load within above period of six months then the revised A&A forms for the availed load verified and accepted on the basis of test report may be sent to this office/competent authorities for acceptance/sanction.
- 11. Regarding share cost of main sub-station, applicant shall comply with the formalities as per prevailing instructions of the Nigam as well as instructions issued from time to time.
- 12. Since HT broacher contains old instructions an additional affidavit shall be obtained from the consumer to abide by the provision of the Electricity Act. 2003 and instructions issued by the Nigam there upon from time to time.
- 13. The tariff shall be charged from the individual consumers if any in accordance with HERC regulations and sale instructions/circular issued by the Nigam from time to time.

 (Only for bulk Domestic supply)
- 14. NOC may be obtained from HVPN before release of said load from 66KV Sub-station, if required.
- 15. Two No. witnesses on A&A page No. 13 should be consumers of the Nigam preferably before taking further action
- 16. Sales manual instructions, instructions and sale circulars invoke as well as issued/amended from time to time will be applicable to the applicant.
- 17. The compliance of Nigam's Instructions issued from time to time which are not incorporate in the above are required to be complied with by the consumer.
- 18. Before releasing the said load, you must adhere the instruction of Nigam regarding inadequacy.
- 19. The load will be released after providing additional 12.5/16MVA (T-III T/F) at 66KV S/Stn. Old Power House, Manesar.
- 20. The load will be released after erection of 11KV independent feeder by the consumer at his cost.

The A&A form along with others concerned papers as received are returned herewith duly accepted by the under signed in view of sales instruction No. 48/2006 and instruction issued by C.G.M/P&D DHBVN Hisar vide his office memo No.Ch-161/DD-169 dated 11.04.2007.

DA/As above

Chief Epgineer (OP) DHBVN, Delhi.

CC:-

1. Xen 'OP' Division, DHBVN, Manesar.

2. M/s Jan Priya Buildestate Pvt. Ltd., Sector-77, Village Sikhopur, Gurgaon.

OR JANPRIYA BUILDESTATE PVT. LTD

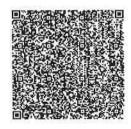


हरियाणा सरकार हरियाणा जल संसाधन प्राधिकरण Goverment of Haryana Haryana Water Resources Authority

PERMISSION CERTIFICATE FOR GROUND WATER EXTRACTION

Proj	ect Name:		GROU	HOUSING	PROJ	ECT by .	JANPRIYA	BUILDES	STATE	PVT. LTD
Proj	ect Address:			P HOUSING 77, Village-S					TATE F	VT. LTD.
Villa	ige/MC:		Shikoh	our	11/38/	Tehsil:		Mai	nesar	
Dist	rict:		GURU	GRAM	14.0	State:		Har	yana	
Pin	Code:		-	A COLUMN	W.					
Con	nmunication Add	dress:	M/s Um Delhi-	nang Realted I 10024	h Pvt L	.td , D-64	I, Second F	loor, Def	ence Co	olony, Nev
Add	iress Regional C	Office:	Rear B	uilding, 3rd F	loor, H	SVP, Se	ctor-6, Par	nchkula		
1. 1	NOC No.:	HWRA	/NOC/INI	F/N/2022/103	3		1			
2. <i>F</i>	Application No.:	HWRA	/INF/N/20	022/252	3.	Catego	ory:	Infr	astructu	ire
4. F	Project Status:	New		2011	5. NOC Type: New		W			
6. 0	Ground Water Ex	xtraction	Permitte	d:	Tra	T yell	The L			
G	round Water Fo	or l	m3/day	m3/y	ear	V	alid From	18/	Valid	Upto
	Fresh Water	LOW	317.00	11570	5.00	17	7/10/2022	171	17/10	/2023
Co	nstruction Purpo	ose	0.00	0.0	0	1	7/10/2022		-	
	Dewatering		A HOLE TO	Stern -	17	1	7/10/2022	1 世		-
	Total	1	317.00	11570	5.00		4 0	VII		•
7. [Details of Ground	d Water	Extraction	n: Total Exis	ting No).:2	Total Pro	posed No	0::0	
		机物	DW	DCB	BW	TW	DW	DCB	BV	v TW
Abs	straction Structur	re*		==-	W.	2	/ / - I	1 4	-	
	*DW - Dug Well	;DCB - Du	g cum Bore	Well;BW - Bore	e Well;T	N - Tube V	Vell;DWLR - D	Digital Water	Level Re	corder
8.	Quantum of gro	ound wat	ter rechai	rge(m3/year)		17 14	188	881.37		
9.	Number of Piez				No. of	Piezom	eters	Monito	oring Me	echanism
	to be constructed mechanism	ed/ moni	itored & N	Monitoring		No. of Street	AND DESCRIPTION OF THE PERSON	Manual	DWLR	Telemeter
	Hickingillani		WHITE BE	A STATE OF THE PARTY OF		0	- F. S.	0	0	0

^{*} Terms & conditions are at the back of this page.





FOR JANPRIYA BUILDESTATE PVT. LTD

Note: This is computer generated certificate, it can be validated by scanning QR code.

Validity of this NOC shall be subject to compliance of the following mandatory conditions

This NOC for abstraction of ground water, shall be subject to the following terms and conditions

- NOC is granted to the applicant on the condition that local government water supply agencies are not able to supply the desired quantity of water. In case of supply of water from local agency the applicant shall immediately inform HWRA and reduce the abstraction of ground water accordingly.

 The applicant abstracting ground water between 100-500 kld shall undertake self-annual water audit and those abstracting
- ground water more than 500 kld shall undertake water audit through organisations authorised by Government of India or HWRA and submit audit reports at the time of renewal of the NOC.
- Construction of observation well(s) (piezometer)(s) within the premises and installation of appropriate water level monitoring mechanism shall be mandatory for industries drawing or proposing to draw more than 500kld of ground water and Monitoring of water level shall be done by project applicant. The piezometer (observation well) shall be constructed at a minimum distance of 15 m from the production well. Depth and aquifer zone tapped in the piezometer shall be the same as that of the pumping well wells Detailed guidelines for design and construction of piezometer is given on the portal. Monthly water level data shall be submitted to the HRWA through the web portal on quarterly basis.

Injection of treated/untreated wastewater into aquifer system is strictly prohibited.

- In case of infrastructure projects that require dewatering, applicant shall be required to carry out regular monitoring of dewatering discharge rate (using a digital water flow meter) and submit the data through the web portal to HWRA as applicable. Monitoring records and results should be retained by the applicant for two years, for inspection or reporting as
- Installation of Sewage Treatment Plants (STP) shall be mandatory for new projects, where ground water requirement is more than 50 m3/day. The water from STP shall be utilized for toilet flushing, car washing, gardening etc.

For infrastructure dewatering/ construction activity, NOC shall be valid for specific period as per the detailed proposal submitted by the applicant or for one year, whichever is earlier.

All residential apartments or group housing societies requiring water for drinking/domestic use only, shall pay groundwater 8 abstraction charges on quarterly basis as per Table 5.1.

All infrastructure projects drawing ground water in safe, semi-critical and critical assessment units shall be required to pay ground water abstraction charges on quarterly basis as applicable as per Table 5.3 A.

All infrastructure projects (new/ existing) drawing ground water in over-exploited assessment units shall be liable to pay ground water restoration charges on quarterly basis as per Table 5.3 B.

ground water restoration charges on quarterly basis as per Table 5.3 B.

All the tube wells/ground water abstraction structures permitted shall be fixed with digital electromagnetic/ultrasonic water meters, by the applicant at its own cost with telemetry system and monthly ground water abstraction data shall be recorded in a logbook. Compliance to this condition shall be reported within one month from the date of issue of this letter. Daily water meter readings to be recorded in a dedicated register and shall be submitted on the web portal to HWRA on quarterly basis or through centralized mechanism evolved by HWRA.

The applicant, as per approved proposal, shall implement rainwater harvesting and ground water recharge measures within three months from the date of issuance of this NOC and undertake periodic maintenance of recharge structures. Photographs (with geo tag only) of the recharge structures etc. and compliance of completion of construction of the same along with copy of NOC shall be furnished immediately to the Harvana Water Resources Authority for verification on the Email 10 of the

of NOC shall be furnished immediately to the Haryana Water Resources Authority for verification, on the Email ID of the Authority (compliance - hwra@hry.gov.in)

The ground water chemical quality shall be monitored twice in a year during pre & post- monsoon period.

The monthly ground water level monitoring data in respect of piezometer shall be submitted quarterly to the Haryana Water Resources Authority on regular basis.

In case of renewal, application shall be submitted online within 90 days before the expiry of this NOC and abstraction of ground water, after expiry of NOC shall be illegal and liable for legal action as per law.

- The applicant shall seek prior permissions from HWRA for any increase in daily quantum of groundwater abstraction (i.e. more than the permitted limit in the NOC)...
- Where the applicant granted NOC for abstraction of saline water and the existing well(s) is/are yielding fresh water, the same shall be sealed and new tube well(s) tapping saline water shall be constructed within 3 months of the issuance of NOC or from the date of seal of the fresh water tube well, as the case may be. The applicant shall be also ensuring safe disposal of saline
- The applicant shall ensure the 100% reuse for non potable usage of self generated waste water after due treatment. He shall also ensure to reuse for non potable usage the Treated Waste Water (other than self generated) as per application and NOC
- The applicant shall comply with the provisions of the Haryana Water Resources (Conservation, Regulation and Management) Authority Act, 2020, Rules, regulations, guidelines and directions issued thereunder. Non-compliance of these provisions shall be liable for the penalty as per the provisions of the Act, rules and regulations, guidelines and directions issued thereunder.
- Since, this NOC has been issued on the basis of self-assessment by the applicant and without any site inspection, hence the Authority may inspect the site/unit and documents at any time. In case any material difference is found in the information submitted and the site conditions or documents, the Authority may suspend the NOC granted immediately and may revoke or modify the NOC after giving a notice to the applicant.
- This NOC is subject to prevailing State Government rules/law of Courts orders related to construction of tube well, ground water withdrawal, construction of recharge or conservation structure/discharge of effluents or any such matters as applicable.
- The applicant shall comply with the directions/conditions/instructions issued by any Court of law related to the matters concerned with the Authority.
- The applicant shall report self-compliance duly signed by authorized person along with authorization letter by e-mail to Haryana Water Resources Authority quarterly as well as yearly basis after the issuance of NOC.
- This NOC does not absolve the applicant of his obligation/requirement to obtain the necessary approvals from the statutory and administrative Authorities/Departments.
- The issuance of this NOC does not imply that other statutory or administrative clearances shall necessarily be granted to the applicant by the concerned authorities. The concerned Authorities shall act as per their own procedure.
- 26. The applicant shall immediately inform the HWRA, if any change in the information provided by the applicant in the application form for seeking NOC.
- This NOC shall not absolve the applicant from any penalty/punishment/environment compensation, which may have been imposed or may be imposed, for abstraction of groundwater during such period, before the issuance of this NOC. 28. In case of non-payment or delayed payment of ground water abstraction/restoration charges, a penal interest @ 18% p.a. shall
- be charged. 29. The necessary compliance shall be submitted to the Authority on the web portal of the Authority i.e. www.hwra.org.in or on the email id compliance-hwra@hry.gov.in.

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27.

POR JAMPRIYA BUILDESTATE PVT. LTD

Note: This is computer generated certificate, it can be validated by scanning QR code.



भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

AAI/NOC/2012/2012/207 /06/

BY REGD./SPEED POST

Date: 11.07,2012

M/s Janpriya Build Estate (P) Ltd. NBCC Place, 5th floor, Bhisma Pitamah Marg, Pragati Vihar, Lodhi Road New Delhi-110003

SUBJECT: NO OBJECTION CERTIFICATE - (FOR HEIGHT CLEARANCE ONLY)

Please refer to your letter no JBEL/NOC/AAI/S-77GUR/12 Dated 07.05,2012 on the subject mentioned

This office has no objection to the construction of the proposed <u>Group Housing</u> by <u>M/s Janpriya Build</u>

<u>Estate (P) Ltd</u> herein after referred to as the applicant(s) at location <u>yill-Shikhopur</u>, <u>sector-TV</u>, <u>nurragon Manesar</u>

<u>Urban Complex (co-ordinates 28 23 01 N, 76 59 13 E)</u> for a height of <u>74.99Mtrs</u>, (in figure) <u>Seventy four decimal nine nine</u> (in words) above ground level so that the top of the proposed structure when erected shall not exceed 240.00 Mts (Two Hundred Forty) (site elevation) plus(+)74.99Mts (height of structure) = 314.99Mts. (Three Hundred Fourther decimal Nine Mina) phaye mean sea level.

240.00 Mbs (Two Hundred Forty) (site elevation) plus(+)74.99Mts(helpht of structure)= 314.99Mts. (Three Hundred Fourteen decimal Nine Nine) above mean sea level.

This no objection certificate is being issued on the express understanding that the site elevation (height above mean sea level) viz 240.00Mts, relative location of the proposed building/structure & its distances and bearings from ARP/ Runway ends, as tendered by the applicant(s) are correct. If, however, at any stage it is established that the said data as tendered & which could adversely effect alroral operations, the structure or part(s) thereof in respect of which this 'No Objection Certificate' is being issued will have to be demolished at his own cost as may be directed by the Alrorats Authority of India. The Applicant(s) are therefore advised in his /their own interest to verify the elevation and other data furnished for the site, before embarking on the proposed construction.

The issue of this 'NoCc' is further subject to the provisions of Section 9-A of the Indian Alrorati Act, 1934 and those of any notifications issued there under from time to time and under which also the applicant may be called upon by the Airports Authority of India (National Airports Division) to demolish in whole or in part the structure now being quithorized vide this 'No Objection Certificate'.

authorized vide this 'No Objection Certificate'.

The use of electric fire or oil fired furnace is obligatory.

This certificate is valid for a period of <u>five years</u> from the date of issue, if the building /structure /chimney is not constructed & completed within the above mentioned period of <u>five years</u>, you will be required to obtain a fresh 'No Objection Gertificate' from the Airports Authority of India(National Airports Division) and/or the General Manager, Aerodromes, Northern Region. The date of completion of the building/ structure/phimney should be initimated to the Airports Authority of India and/or the General Manager, Aerodromes, Northern Region.

No Jight or a combination of lights which by reapon of its-intensity, configuration or colour may cause confission with the aeronautical ground lights of the Airport shall be installed at the site at any time during or after the construction of the hillities.

construction of the building.

Day & Night markings with secondary power supply may be provided as per ICAO Standard.
"The permissible top elevation/height includes height for superstructures(eg. Wireless, TV antennas, mumiles, lift machine room, overhead water tank pooling towers etc.)"

NOTE: THE SITE IS EXAMINED W.R.T IG! AIRPORT AND SAFDARJUNG AIRPORT ONLY.

(RAM LAL)

Goby to
1. The Chairman, Alports Authority of India, Rejiv Gandhi Bhawan, Safdarjung Airport, N. Delhi.

2. The Vice Chairman, Delhi Development Authority, INA, Vikas Sadan ,New Delhi-110023

3. GM, Carto Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, N.D.

4. Chief Executive Officer, DIAL, New Uddan Bhawan, International T-3, Opp. ATS Complex, IGI Airport, New Delhi- 37.

GENERAL MANAGER(ATM)NR

क्षेत्रीय मुख्यालय, उत्तरी क्षेत्र, प्रचालन कार्यालय, गुडगांव रोड, नई विल्ली 110 037 वरसाथ : 25652447 फैक्स : 25656451
Regional Headquarters, Northern Region, Operational Offices, Gurgoan Road, New Delhi-110037 Tele.: 25652447 Fax : 25656451
"हिन्दी पत्रों का 'स्वागत है।"
For Janphya Buildestate Pyt. Ltd.

Authorised Signatory

FOR EASPRIYA BUILDESTATE PVT. LTD

rised Signatory

उपायकत्, गुडगाव।

भेवा में

M/s Janpriya Buildestate Pvt. Ltd.

कमांक 3298 /एस०केव्य दिनांक //-/0-/3

विषयः

Request for issuing Aravali Notification 1992 & PLPA 1900 from DFO and Tehsildar through Deputy Commissioner of Gurgaon of our project "winter hills 77" at village Shikohpur, sector-77, Gurgaon.

यादि

उपरोक्त दिवय पर आपके प्रार्थना पत्र के सन्दर्भ में ।

विषयाचीन मामले में इस कार्यालय द्वारा तहसीलवार मानेसर व उप-वन संस्थक मुख्यांव से रिपोर्ट प्राप्त की गई जो निम्न प्रकार है :-

तहसीलवार मानेसर के कार्यालय के पत्र कमांक 803/ओ.के. दिनांक 03.09.2013 द्वारा प्राप्त रिपोर्ट अनुसार अराजी किला नं0 897/1/2, 906/1, 906/2, 907, 908, 911/3, 912, 913, 1041/1, 1042/1, 1042/2, 1043 खुल रकवा 28 विद्या 9 विस्ता 8 विस्तान्सी मौजा सिकोहपूर अरावली क्षेत्र में नहीं आती है। उपरोक्त भूमि पर अरावली की नोटिफिकेशन का काई इन्द्राज नहीं है। वर्ष 1992 से पूर्व उपरोक्त भूमि कि किस्म चाठी व इसके बाद खाली है।

उप-वन संरक्षक, गुडगांव के कार्यालय के पत्र कमांक 1767-70-जी दिनोठ 27.08.2013 द्वारा इस कार्यालय में प्राप्त रिपोर्ट अनुसार M/s Janpriya Buildestate Pvt. Ltd.. vide letter No. Nil dated 14-06-2013 made a request in connection with land measuring 16.540 acres having. 897/1/2, 908/1, 908/2, 907, 908, 911/3, 912, 913, 1041/1, 1042/1, 1042/2, 1043 land located at village Sikohpur, District Gurgaon, Applicant made a proposal to use this land for Group Housing Colony Purpose. In Continuation of report submitted by RFO, Gurgaon vide letter no. 540 dated 16-07-2013, it is made clear that:

a As per record available above said land is not part of notified Reserved Forest, Protected Forest under Indian Forest Act, 1927 or any area closed under section 4 & 5 of Punjab Land Preservation Act 1900.

B It is clarified that by the notification no. S.O.8/P.A2/1900/S.A/2013 dated 4th January 2013 all Revenue Estate of Gurgaon Tehsil is notified u/s 4 of PLPA 1900 and S.O. 81/PA.2/1900/S.3/12 dated 19th December 2012 u/s 3 of PLPA 1900. The area is however not recorded as forest in the Government record but felling of any tree is strictly prohibited without the permission of Divisonal Forest Officer, Gurgoan.

C If approach is required from Protected Forest by the user agency, the clearance/regularization under Forest Conservation Act, 1980 will be required without prior clearance from Forest Department, the user of Forest land for approach road is strictly prohibited M/s Jampriya Buildestate Pvt. Ltd. whose land is located at village Sikohpur District Gurgaon must obtain clearance as applicable under Forest Conservation Act 1980.

D As per records available with the forest Department Gurgaon, the area does not fall in areas where plantations were raised by the Forest Department under Aravalli project.

For Janpriya/Guildestate Pvt. Ltd.

Authorised Signatory

E All other statutory clearance mandated under the Environment Protection Act. 1986 or any other Act/order shall be obtained as application by the project proponents from the concerned authorities.

The project proponents will not violate any judicial order/Pronouncement

issued by the Hon'ble Supreme Count/High Courts.

G It is clarified that the Hob'ble supreme Court has issued various judgment dated 07.05.2002 29.10.2002, 16.12.2002, 18.03.2004 etc. pertaining to Aravalli region in Haryana, Which should be complied with.

H It shall be the responsibility of user agency/applicant to get necessary clearances/permissions under various Acts and Rules applicable if any, from

the respective authorities/Department.

रिपोर्ट सेवा ने प्रेवित है।

क्ते उपायुक्त गुडगांव।

कर्मक

/एस०के०२ विनाव

इसकी एक प्रति Director General, Town & Country Planning, Haryana, Chandigarh को सूचनार्थ एवं आवश्यक कार्यवाही हेतू प्रेवित है।

कृतेः उपायुक्त गुडगांव।

For Janphya Buildestate Pvt. Ltd.

Authorised Signatury

A RUILDESTATE PVT. LTD

JANPRIYA BUILDESTATE PRIVATE LIMITED

Regd. Office: 8-39A, Panchshool Park, New Delhi 110017.

5, March, 2012

To, The Tehsildar, Gurgaon, Haryana

Sub.: Request for grant of NOC for Group Housing Colony "Winter Hills 77" at Sector-77, Village Shikohpur, Distt. Gurgaon, Haryana.

Dear Sir,

We are the developers of above-said Group Housing Colony "Winter Hills 77" at Sector-77, Village Shikohpur, Distt. Gurgaon, Haryana. As per the EIA notification dated 14.09.06, we have submitted an application to SEIAA, Haryana. The file is being processed by the Authority for Environment Clearance.

According to Aravalli Notification dated 07,05.1992, a prior clearance is required from your esteemed office before setting up a new project in an area classified as forest land.

To the best of our knowledge, the project site does not fall in forest land or the areas where plantation had been undertaken under Aravalli project. Further, the project falls in developed sectors of HUDA. We would be highly obliged if your good self can please confirm us the requirement of same.

Kindly issue us the NOC at your earliest.

Thanking you,

Yours Sincerely,

For M/s. Janpriya Build Estate Pvt. Ltd.

(Authorized signatory)

For Janpriya Buildestate Pvt. Ltd.

Authorised Signatory

TOP JANPRIYA BUILDESTATE PVT. LTD

सम्बोद कर निर्माह की जाती है है जी किया नाम्या की मोड़ी प्रतिया अर्चना स्मित्रोह कर निर्माह की जाती है किया नाम्या की मोड़ी प्रतिया अर्चना की काराजी है किया अर्याजी वर कोई ज्यारिए)(६) किया जाता की काराजी है किया अर्याजी वर कोई जाता(५)(६) काराजी है किया जाती काराजी पड़ी है पर अर्याज काराव की जाता की काराजी पड़ी है पर अर्याज काराव की जाति जिल्ला विनाद निर्माण किया है। विनाद के अर्म्बाल वही आरो है। विनाद के अर्म्बाल वही आरो है। विनाद के अर्म्बाल वही आरो है। वह अर्थित वह विनास के वह मही आरो है रिपेट्रिसें में के प्रदे हैं।

अ खारा १ करा है पष्ट किए कि रिनि हैं।

22/7/2012

तहसीलवार मानस्पर्क।7

Came 2

Annesure-V

From: Dy. Conservator of Forests, Gurgaon, Haryana

To. M/s Janpriya Buildestate Pvt. Ltd. S-39 A, Panchsheel Park,

New Delhi-110017.

NO. 17-66 - 67

Dated: 27/8/13

Sub.: Clarification regarding Applicability of forest laws on Non Forest land Applied by M/s Janpriya Buildestate Pvt. Ltd. land located at Village- Sikohpur, Sector-77 District-Gurgaon

Applicant M/s Janpriya Buildestate Pvt. Ltd. S-39 A, Panchsheel Park, New Delhi-110017, vide letter no. Nil dated 14.08.2013 made a request in connection with land measuring 16.540 having Khasra No. 897/1/2, 906/1, 906/2, 907, 908, 911/3, 912, 913, 1041/1, 1042/1, 1042/2, 1043 land located at village Sikohpur District Gurgaon. Applicant made a proposal to use this land for Group Housing Colony Purpose. In continuation of report submitted by RFO. Gurgaon vide Letter No. 540 dated 16-07-2013, it is made clear that:

- a) As per records available above said land is not part of notified Reserved Forest, Protected Forest under Indian Forest Act, 1927 or any area closed under section 4 & 5 of Punjab Land Preservation Act, 1900.
- b) It is clarified that by the Notification No. S.O.8/P.A.2/1900/S.4/2013 dated 4th January, 2013, all Revenue Estate of Gurgaon is notified u/s 4 of PLPA 1900 and S.O.81/PA.2/1900/S.3/2012 dated 19th December, 2012 u/s 3 of PLPA 1900. The area is however not recorded as forest in the Government record but felling of any tree is strictly prohibited without the permission of Divisional Forest Officer, Gurgaon.
- c) If approach is required from Protected Forest by the user agency, the clearance/regularization under Forest Conservation Act 1980 will be required. Without prior clearance from Forest Department, the use of Forest land for approach road is strictly prohibited. M/s Janpriya Buildestate Pvt. Ltd. whose land is located at village, Sikohpur District Gurgaon must obtain clearance as applicable under Forest Conservation Act 1980.
- d) As per the records available with the Forest Department, Gurgaon, the area does not fall in areas where plantations were raised by the Forest Department under Aravaili project.
- e) All other statutory clearances mandated under the Environment Protection Act. 1986,as per the notification of Ministry of Environment and Forests, Government of India, dated 07-05-1992 or any other Act/order shall be obtained as applicable by the project proponents from the concerned authorities.
- 1) The project proponent will not violate any Judicial Order/ direction issued by the Hon'ble Supreme Court/ High Courts
- g) It is clarified that the Hon'ble Supreme Court has issued various judgments dated 07.05.2002, 29.10.2002, 16.12.2002, 18.03.2004, 14.5.2008 etc. pertaining to Aravalli region in Haryana, which should be complied with.
- it shall be the responsibility of user agency/applicant to get necessary clearances/permissions under various Acts and Rules applicable if any, from the respective authorities/Department.

Date:

Place: Gurgaon.

Dy. Conservator of Forest, Gurgaon.

Endst No.

A copy is forwarded to.

Conservator of Forests, South Circle, Gurgaon for kind information.

2. D.G. T.C.P. Ayojana Bhawan, Sec-18, Madhya 3. Marg, Chandigarh for kind information

3. Dy. Commissioner, Gurgaon w.r.t. his letter his 3181 dated 21.06.2013 for information and necessary action.

Dated:

4. Guard File.

Profesed Signatory

Dy. Conservator of Forest, Gurgaon.



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2. ONLY PROPRED DIMENSIONS ST
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BRAWNGS.
4. THIS IS AN ARCHITECTURAL DE
CONSTRUCTION METHODOLOGY
STRUCTURAL DRAWNG.
5. ANY DISCREPENCY BETWEEN I
BROT GRIT TO THE NOTICE OF ENECLTION.



KEY PLAN

NOTE:



PROJECT

WINTER HILLS
AT SECTOR -77, GURGAON
CLIENT

UMANG REALTECH (P) Address: - First Floor, The Great Easte 70, Nehru Place, New Delhi-110019 Tel: 91-11-47264444, Fax: 91-11-47264-ARCHITECT

ARCHITECT

MORPHOGENESIS
ARCHITECTURE STUDIO
Address: N-58B, Panchsheel Park,
New Dehli-110017.Tel: 91-141828070
Fax: 91-11-26490351

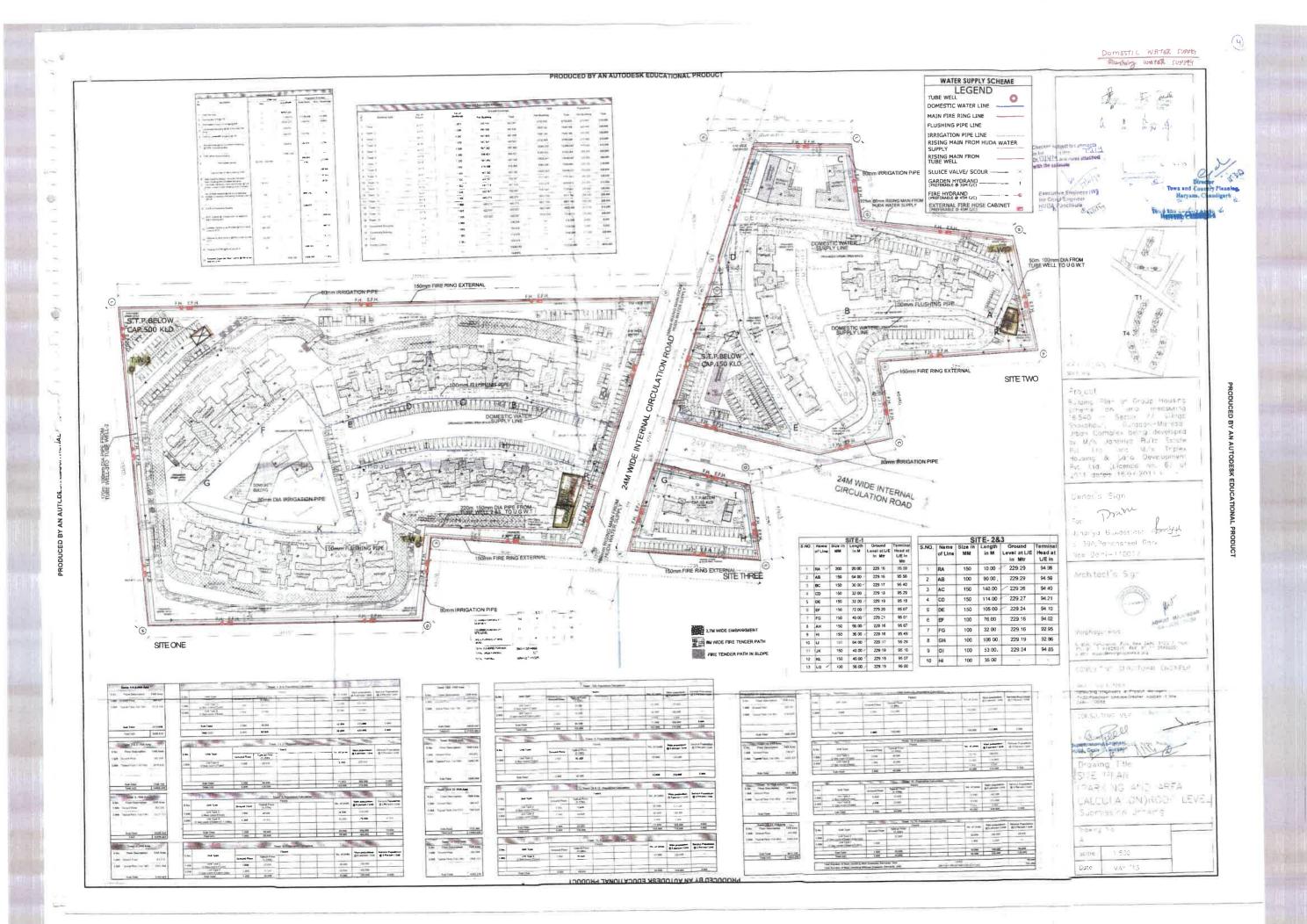
LANDSCAPEARCHITI

ORACLES
G-98, Kalkaji, New Delhi
Telephone: 26481630, 26
Fax: 2626291
e-mail: maili@oracleslan

TITLE:

LANDSCAPE PLAN (SITE -1)

SCALE	DRAWN	
1:400	RUMI / NEI	
DATE	СНЕСКЕВ	
17.10.14	ILS/ NEIIA.	
DRAWING NO.	REVISION	
WII-L-CD-101		





दिल्ली DELHI

M 073526

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("Agreement") is made at New Delhi on this 09th day of April, 2011;

BY & BETWEEN:

Jan Priya Buildestate Private Limited, company incorporated under the provisions of the Companies Act, 1956, having its registered office at S-39A, Panchsheel Park, New Delhi 110017 through its Director, Mr. Manish Uppal, duly authorized vide Board Resolution dated April 01, 2011, [hereinafter referred to as the "Jan Priya/Land Owner", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns] of the FiRST PART;

AND

Uppal Housing Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 5th Floor, South Tower, NBCC Place, Pragati Vihar, Lodhi Road, New Delhi, through its Director, Mr. B K Uppal, duly authorized vide Board Resolution dated April 01, 2011, (hereinafter referred to as the "UHPI.", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

AND

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For Janpinya Dilla

OR JAIS AMA BUILDESTATE PVT. LTD

Umang Realtech Private Limited, company incorporated under the provisions of the Companies Act, 1956, having its registered office at First Floor, The Great Eastern Centre, 70, Nehru Place, New Delhi – 110 019, through its Managing Director, Mr. Anoop Sethi, duly authorized vide Board Resolution dated March 14, 2011 (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the THIRD PART;

The Land Owner, UHPL and the Developer may hereinafter individually be referred to as the "Party" and collectively as the "Parties".

- A. WHEREAS UHPL and Land Owner have executed a Collaboration Agreement dated 20.01.2011 ("Original Agreement") for development of a group housing ("Project") over a piece of land admeasuring 16.54 acres of land situated in Sector 77, Gurgaon, Haryana ("Project Land"). A copy of the Original Agreement is annexed herewith Annexure I; and
- B. WHEREAS a Letter of Intent for development of the Project on the Project Land has been obtained from the office of the Director Town and Country Planning Haryana ("DTCP") vide Memo No. LC-2384-5DP®-2011/2809 dated 8th March 2011; and
- C. WHEREAS the Parties hereto have executed a memorandum of understanding dated 10.03.2011 ("MoU") to induct the Developer as a collaborator in the Project and to revise the understanding inter se the Parties for development of the Project; and
- D. WHEREAS as per the terms of the MoU, the Parties are to execute a collaboration agreement superseding the Original Agreement and the Parties pursuant thereto are entering into this Agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

"Agreement" means this Collaboration Agreement, its schedules and annexures attached hereto and any amendments from time to time as may be mutually agreed to by and between the Parties hereto in writing.

"Applicable Laws" shall mean any statute, law, regulation, ordinance, rule,

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Money

FOR JAMPRIYA BUILDESTATE PVT. LTD

Signatory

judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or at any time thereafter.

"Approvals" means any permission, approval, sanction, clearance, consent, license, layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for designing, planning, construction, development, marketing and sale of the Project, contemplated under this Agreement.

"Common Amenities" shall mean and include all roads, parks, driveways, security areas, areas where common facilities and equipment for provision of support services are installed, common open areas, stairways, passage-ways, generator of sufficient capacity, pump and lighting for common spaces, pump room, tube-well, overhead water tanks, water pump and motor and other facilities in the Project as may be provided for common use by the Developer;

"EDC" shall mean the external development charges in respect of development of the Project;

"Effective Date" means the date of execution of this Agreement.

"Encumbrance" shall mean any right, title or interest existing by way of, or in the nature of sale, agreement to sell, including without limitation, any claim, mortgage, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-ownership, disposal of beneficial interest or any other interest held by a third party.

"Government Authority" shall mean any government or political subdivision thereof, or any ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India or any state government and any other statutory/non-statutory authority.

"GPA" means the general power of attorney to be executed by the Land Owner in favour of the Developer in respect of the Project substantially in the form annexed hereto and marked as Annexure II.

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"Gross Revenue" shall mean and include any and all revenues and proceeds on account of sale/ lease/ license/ transfer or other disposal of the interest in the Saleable Area including but not limited to any advance bookings, earnest money, preferential location charges, parking, clubhouse, Power Back up, interest, transfer fees, or any other charges that are recovered or recoverable from the customers less any charges paid towards refund/ cancellation amount with or without interest. Provided that in the event of the lease or license of the Saleable Areas, the Gross Revenue would mean the lease rental or license fee but shall not include the security deposit per se. For the sake of clarity, it is hereby clarified that the Gross Revenues shall not include:

(i) the maintenance related charges/deposits received from the flat

- (ii) the EDC and/or IDC or other statutory charges/deposits and/or taxes (including but not limited to service tax) that are recovered or recoverable from the customers.
- (iii) statutory levies or cess that are directly related to development of the Project.
- (iv) Club membership deposit collected by the Developer in excess of the amount paid to any club operating agency

"IDC" shall mean the infrastructure development charges in respect of development of the Project.

"Project" has the meaning given to it in Recital A herein above.

"Project Account" shall mean the bank account opened by the Developer in a reputed scheduled commercial bank wherein the entire Gross Revenue are deposited and/or transferred and which shall be operated jointly by at-least one representative each from UHPL and the Developer.

"Project Land" has the meaning given to it in Recital A herein above.

"Representatives" means the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

"Saleable Area" shall mean and include in relation to the Project, area constructed and developed, including but not limited to, residential development, commercial component, built-up area, and made available for sale to and charged for from ultimate buyers/customers of the Project.

1.2 Interpretations: in this Agreement, unless the context requires otherwise:

(i) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);

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- reference to any individual shall include his/ her legal representatives, successors, legal heirs, executors and administrators;
- (iii) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;
- Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation;
- (v) The recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- (vi) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";
- (vii) Reference to a law shall be a reference to that law as amended, reenacted, consolidated, supplemented or replaced;
- (viii) Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced; and
- (ix) The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation and drafting. Accordingly, no court or arbitrator construing this Agreement shall construe it more stringently against one Party than against the other.

ARTICLE 2 PROJECT AND PROJECT LAND

2.1 The Developer shall develop the Project on the Project Land at its own costs and expense, comprising of residential units/flats/group housing, etc., as may be decided by the Developer, duly supported with parking areas and Common Amenities and for services like power supply, water supply, drainage and sanitation, fire fighting facilities, security systems, etc., in accordance with the sanctioned layout/Building plans and compliance of Applicable Laws.

2.2 It is hereby agreed by the Parties that the Project to be developed on the Project Land shall primarily be a residential use development project with permitted mix of commercial use developments as may be permitted under the Applicable Laws.

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- 2.3 The Parties agree that all documents, material and statements provided by the Land Owner at the time of signing of this Agreement as well as at the time of due diligence have been considered as a material representation made by the Land Owner to the Developer based on which the Developer has decided to invest in and participate in the development of the Project on the Project Land. The Developer, at its own end, has carried out requite Due Diligence and has fully satisfied itself about the title/ownership including any charge/ lien/ mortgage on the title deeds/ Project Land or use of the Project Land. However, in case of any defect in the title/ownership including any charge/ lien/ mortgage on the title deeds/ Project Land or use of the Project Land or part thereof impugning the development of the Project is noted or found at any stage during the currency of this Agreement, the Land Owners shall rectify and remove such defects at its own cost.
- 2.4 Additional Land: The Land Owner hereby state that it is the owner and in possession of additional land admeasuring approx. 4.334 Acres, which is adjoining to the Project Land ("Additional Land"). The Land Owner shall endeavour to obtain the Letter of Intent (LOI) for development of group housing on such Additional Land, as an extension of the Project. It is hereby agreed that as and when the LOI is obtained in respect of the additional land, such Additional Land shall form a part and parcel of the 'Project Land' for development of the Project, and that the scope of development of the Project shall be extended to include development of group housing on such Additional Land also. The Parties hereby agree that such Additional Land shall be developed by the Developer in collaboration with the Land Owners on the same terms and conditions as appearing herein in respect of the Project Land, along with any other terms and conditions which may be mutually agreed between the Parties in respect thereto. It is made clear and agreed to by and between the Parties hereto all the expenses to the extent of obtaining letter of intent and license in pursuance thereof from the DTCP in respect of the Additional Land will be incurred by the Land Owner, while the liability to pay and bear all the expenses for obtaining the Approvals after receipt of license from DTCP including payment of EDC/IDC, bank guarantees etc., shall be that of the Developer only.

ARTICLE 3 CONSTRUCTION AND DEVELOPMENT OF PROJECT

3.1 The Parties have agreed to develop the Project on the Project Land in collaboration where under:

 the Land Owner shall provide the vacant physical possession of the Project Land free from all encroachments to the Daveloper;

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- (ii) The Land Owner shall obtain the letter of intent and license from the DTCP for development of the Project on the Project Land at the earliest;
- (iii) The Developer, at its own cost and arrangements, shall obtain all the Approvals required after the license from the concerned Departments/Authorities, for development of the Project on the Project Land, including the Additional Land, if applicable;
- (iv) upon receipt of the requisite sanctions and approvals, as may be required to commence the construction work of the Project, the Developer shall undertake construction and development of the Project at its own cost and expenses and development related risks on the Project Land in accordance therewith and as per the terms and conditions of this Agreement; and
- (v) the Land Owner, UHPL and the Developer shall share the Gross Revenue realized from the Project in the ratio as provided hereinafter in this Agreement.
- 3.2 The scope of development of the Project Land includes planning, designing, construction and development of residential flats/units/villas on the Said Land with all incidental and related facilities and amenities solely at the cost of the Developer.
- 3.3 The Developer shall obtain all the Approvals at its own cost and expense. The Land Owner shall, however, co-operate and execute and sign relevant documents in the course of obtaining of such approvals. The Parties have agreed that the Land Owners' liability is limited to the expenses viz. License Fee, Scrutiny Fee and Conversion charges upto the receipt of license from the DTCP. Bank guarantee towards payment of external development charges and infrastructure development charges shall be made available by the Developer to the concerned Government Authorities. Payment towards external development charges and infrastructure development charges shall be the sole responsibility of the Developer.
- 3.4 The Developer shall be exclusively authorized to plan, design, construct and develop the Project on the Project Land at its own costs and expense, as may be decided by the Developer. However, the Developer while carrying out the activity of planning, designing and developing the Project, will ensure that the maximum FSI permitted under the relevant bye-laws is utilized.
- 3.5 The Land Owner hereby grant in favour of the Developer and the Developer hereby accepts from the Land Owner the right to develop and transfer the Saleable Area in terms of this Agreement.

3.6 Simultaneously with the execution of this Agreement, the Land Owner has granted to the Developer and its Representatives fights to enter into the

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Project Land for the purpose of planning, designing and survey of the Project Land and to do all acts in relation to the construction and development of the Project thereon. The Land Owner acknowledge that, based on the assurances, representation and warranties granted by the Land Owner under this Agreement, the Developer shall incur substantial expenditure for the construction and development on the Project Land and the Land Owner shall not rescind the rights so granted to the Developer except in accordance with the terms of this Agreement.

- 3.7 The Developer shall be entitled to engage any contractors, architects, engineers, consultants and workmen for the development of the Project as it may decide from time to time.
- 3.8 Within 30 days from the date of execution of this Agreement, the Land Owner shall execute the GPA in favour of the Developer and its Representatives which shall be in the form set forth in Annexure II hereto, authorizing the Developer and its Representatives to do all lawful acts and deeds necessary on their behalf for the development of the Project, deal with the Project Land in accordance with this Agreement and to give effect to this Agreement. It is also agreed that the Land Owner shall sign, execute and deliver all papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertaking and take such other actions as may be required for purposes of construction, development, marketing, transfer and/or sale of the Project and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.
- 3.9 The Land Owner shall sign and deliver to the Developer all documents, as may be required to be signed by the Land Owner in their capacity of owner of the Project Land, for filing the various applications and for obtaining the building plans, and/or any other such licenses and approvals pursuant thereto for the construction and development of the Project. All follow-up actions will be initiated by the Developer at its own cost and arrangements.
- 3.10 The Developer shall be free to develop the Project in such manner as it may deem fit and in accordance with the Applicable Law. The Land Owner shall not prevent and/or cause any hindrance or obstruction in the designing, planning, construction, development, marketing and sale of the Project by the Developer in any manner and shall provide all assistance and co-operation as may be required by the Developer in relation to the Project.

ARTICLE 4 GROSS REVENUE SHARING

4.1 In consideration of the contribution of the Project Land by the Land Owner for execution of the Project and granting the rights to the Developer for development of the Project Land and the Developer bearing the costs.

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expenses and responsibility of execution of the Project including discharge of the respective obligations by the Parties under this Agreement and UHPL and the Land Owner agreeing to the suppression of the Original Agreement, the Gross Revenue received/ realized shall be shared between the Parties in the ratio mentioned herein below:

(i) Land Owner : 12.5%

(ii) UHPL : 27.5%

(iii) Developer : 60.0%

- 4.2 The Developer shall pay the Land Owner and UHPL their respective share of the Gross Revenue in the manner prescribed in Annexure III:
- 4.3 The Land Owner hereby agree that its share of the Gross Revenue shall be payable after deduction of expenses incurred by the Developer towards sales and marketing of the Project, subject to a maximum deduction of 5% of the Land Owners' share of Gross Revenue.
- 4.4 All payments to be made to the Land Owner towards its share of the Gross Revenue under this Agreement shall be made subject to applicable withholding taxes or any other taxes as imposed by the authorities from time to time.
- 4.5 The Gross Revenue received/ realized from the Project shall be deposited in the designated Project Account to be opened with a bank to be decided by the Developer. This Project Account shall be operated jointly by the representatives of UHPL and the Developer.

ARTICLE 5 SECURITY DEPOSIT

5.1 In consideration of the Land Owner granting to the Developer the rights to develop the Project Land alongwith the rights to sell, lease, assign, alienate, transfer, deal with or dispose off the Saleable Area constructed thereon under this Agreement, the Developer shall pay a sum of Rs. 1,50,00,000/- (Rupees One Crore and Fifty Lakhs Only) per acre, which works out to a total of Rs 24,81,00,000/- (Rupees Twenty Four Crores Eighty One Lac only), to the Land Owner as non refundable security deposit ("Security Deposit"). The said Security Deposit shall be paid by the Developer to the Land Owner on or before the receipt of the License from the office of the DTCP.

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ARTICLE 6 OBLIGATIONS OF THE DEVELOPER

- 6.1 The Developer agrees and undertakes to obtain all the Approvals, including but not limited to Sanctioned Building Plans, NOC from Ministry of Environment and Forests, NOC from State Pollution Board, NOC from Airport Authority required to develop the Project and to develop the project on the Project Land in accordance with the Approvals, the Applicable Laws and in accordance with the terms hereof in a manner that maximizes value for both Parties.
- 6.2 The Developer shall construct, develop and market the Project and sell the Saleable Areas and deposit the Gross Revenue in the Project Account,
- 6.3 The Developer shall engage contractors, architects, engineers, consultants and workmen for execution of the Project.
- 6.4 The Developer shall run, operate and maintain the Project either itself or through third party agencies.
- 6.5 The Developer shall ensure safety and security of the men and materials on the Project Land and shall take adequate measures and steps in this regard.
- 6.6 The Developer, while carrying out the development of the project itself or through its agents, contractors representatives or in the course of sale of the project shall ensure that all relevant statutes, laws, bye-laws are complied with and no liability, cost, damage and demur is subjected to the Land Owners because of any non-compliance.

ARTICLE 7 OBLIGATIONS OF THE LAND OWNER

- 7.1 The Land Owner shall obtain the letter of intent and license for development of the Project on the Project Land at its own cost at the earliest. However the Developers shall be solely responsible for payment of EDC and IDC and making available Bank Guarantees towards payment of EDC and for carrying out Internal Development Works.
- 7.2 The Land Owner shall handover the vacant physical possession of the Project Land free from all encroachments at site.
- 7.3 The Land Owner shall not disturb, prevent or interrupt the construction and development activities carried out by the Developer for the development of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.

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- 7.4 The Land Owner shall make all efforts and endeavours to obtain license and sanctions for extension of the Project on the Additional Land. However, all the expenses after the receipt of such license shall be to the account of Developer only.
- 7.5 The Land Owner undertake and assures that the Land Owner and/or any other person(s) claiming under them shall not, in any way, transfer, Encumber, mortgage or part with its/their rights, titles or interests in the Project Land or create any sort of lien or charge or Encumbrance on the Project Land or create any hindrance or obstruction in the development of the Project, except as may be directed by the Developer.
- 7.6 The Land Owner shall keep title and ownership of the Project Land absolutely free and marketable in all respects and shall bear all expenses and costs in respect thereto.
- 7.7 The Land Owner shall, at the request of the Developer, execute tripartite agreements, sale deeds or other form of title documentation in favour of the prospective buyers of the Saleable Areas in the Project and/or authorize such person(s) nominated by the Developer for this purpose.

ARTICLE 8 COMPLETION

8.1 Subject to Force Majeure conditions and due performance of their obligations by the Land Owners, the Developer shall complete the development of the Project on the Project Land in accordance with the Approvals obtained and the Applicable Law, within a period of 4 (four) years from the date of receipt of and sanctioned building plans in respect of the Project, subject to a grace period of 6 (six) months or within such further time and on such terms and condition as may be mutually decided by the Parties.

ARTICLE 9 RIGHT TO BOOK, ALLOT, ASSIGN AND MAINTAIN

- 9.1 The land owner hereby confirm that:
 - (1) The Developer shall have the sole right to market, allot, assign, transfer, let, lease or license the entire or any part of the project to the prospective buyers/ transferees. The Land Owner shall provide full cooperation and assistance in this regard and undertake not to cause any interruption in the same.

(II) The Land Owner hereby authorize the developer to sign/ execute and

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- register the tripartite/ other agreements on behalf of the Land Owners and the land owners shall execute/ register appropriate GPA in favour of the developer providing such authorization in respect hereof.
- (III) The Developer shall have the right to collect and receive the gross revenues in the Project Account.
- 9.2 The Developer or any agency nominated by it shall have the sole right to maintain the completed building(s) of the project and other areas/ facilities as per the provisions of the applicable laws.

ARTICLE 10 FUNDING

- 10.1 The Developer plans to fund the construction and development of the Project using its own capital resources. However, the Developer shall have the right to raise loan/ funding/ borrowing by way of creation of charge over the receivables from the Developer's share in the Gross Revenue with any bank and/or financial institution. After the receipt of the owners and UHPL share of revenue as detailed in clause No. 4.2(i) above aggregating to Rs. 150 crores, the Developer can mortgage the Project Land and the Land Owner shall do all such acts and things that may be required or necessary for obtaining credit/ loan facilities by the Developer including the execution of the necessary documents as may be required for mortgaging the Project Land. However the Land Owner including its promoters shall not be responsible to provide any guarantee or assurance in this regard.
- 10.2 The cost of funding/ loan shall be borne and paid by the Developer alone and repayment of such loan of the lender shall be the sole responsibility and liability of the Developer.

ARTICLE 11 REPRESENTATIONS AND WARRANTIES

- 11.1 The Land Owner, hereby represent and warrant as follows:
 - Except as otherwise stated, the Land Owner is the lawful owner and in vacant and physical possession of the Project Land, with all rights appurtenant thereto.
 - (ii) The Land Owner has paid the cost for acquiring the Project Land in full, including but not limited to the purchase price, and if any such charges are found to be due the same shall be borne and paid by the Land Owner.

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- (iii) The Project Land is clear from all defects in title/ownership.
- (iv) The Land Owner has clear and marketable title over the Project Land and the Project Land is free from all Encumbrances and the Project Land is capable of being developed into the Project.
- (v) The Land Owner hereby represents to the Developer that all taxes, cess, duties, levies, interest, penalty, fine or arrears as may be applicable on the Project Land on the Effective Date and as demanded have been paid and cleared and shall continue to pay so till receipt of license for development of the Project. Any demand/dues, if any, in this regard shall be borne and paid by the Land Owner.
- (vi) The Project Land or any part thereof is not subject to any acquisition and there are no acquisition proceedings pending or threatened. There are no restrictions or ceilings applicable on the landholdings comprising the Project Land and neither any part of the Project Land has been notified or forms part of the forest land. Further, the Project Land is not subject to any attachment by any Government Authority or lender or creditor or other person, including any revenue authority.
- (vii) As on date, the Project Land is not subject to any litigation, arbitration, prosecution, proceedings, dispute, investigation or the subject matter of any other legal dispute. Further, the Land Owner is not in receipt of any notice relating to any investigation or enquiry, nor has it received any notice of any order, decree, decision or judgment of, any court, tribunal, arbitrator, quasi-judicial authority, Government Authority or regulatory body, in relation to the Project Land.
- (viii) As on date there are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against the Land Owner at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement or which may result in any material impairment of ability of the Land Owner to perform their respective obligations under this Agreement.
- (ix) No receiver, trustee or manager has been appointed over the whole or any part of the Project Land and it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under the laws of India or any other applicable jurisdiction.

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- (x) The Land Owner has acquired the Project Land free of it being a property under Hindu Undivided Family.
- (xi) The Land Owner shall not: (i) deal with the Project Land in any manner except as per the terms of this Agreement; (ii) Initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Project Land (or any part thereof); and (iii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Project Land (or any part thereof).
- (xii) All the representations and warranties are valid notwithstanding any information or document furnished to or findings made by the Developer during any due diligence exercise and no such information, document or finding shall limit the liability of the Land Owners hereunder.
- 11.2 The Developer hereby represents and warrants as follows:
 - (i) The Developer shall arrange the requisite resources to construct and develop the Project as per the terms and conditions agreed in this Agreement.
 - (ii) The Developer shall construct, develop, market and sell the Project in the manner and in accordance with the terms and conditions of this Agreement.
- 11.3 The Land Owner and the Developer hereby represent and warrant to each other that:
 - (i) Each Party has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against it, in accordance with its respective terms.
 - (ii) Each Party is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and that each Party has full power and absolute authority to execute, deliver and perform this Agreement.

(iii) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesald representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Parties or any of their respective agence. Representatives, officers, employees or advisers.

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- (iv) This Agreement constitutes a legal, valid and binding obligation, and is enforceable against each Party in accordance with its terms.
- (v) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any covenant, agreement, understanding, decree or order to which such Party is a party or by which such Party or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Laws.
- (vi) Bach Party has no knowledge of any violation or default or any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement.
- (vii) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.

ARTICLE 12 SALES AND MARKETING

- 12.1 The Parties hereby agree that the entire marketing and sale of the Project shall be done by the Developer. The Developer shall, in its sole and absolute discretion, decide the name and branding of the Project.
- 12.2 It is hereby agreed that any intellectual property rights developed, whether registered or not, in respect of the Project pursuant to this Agreement shall be owned, used and possessed by the Developer only. The Developer shall have all the rights, titles and interest in such intellectual properties and the sole and exclusive right to use such intellectual property rights and the Land Owners shall not have any right/ title/ interest in respect thereto in any manner whatsoever. The Developer shall be entitled to register the same at its own discretion.
- 12.3 The Developer shall have the sole discretion to decide the time and manner of sale and marketing of the Project in a business prudence manner. However, the Land Owners shall be kept informed with regard to sale and marketing activities of the Project. In the event the Developer devices during any period.

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that it is not favorable/ profitable period for sale of Saleable Area, the Developer shall have the sole discretion to phase out the sale of the Project in the manner to be solely decided by the Developer.

- 12.4 The Developer shall be solely entitled to market the Project and negotiate the sale price of the Project for the mutual benefit of the Parties.
- 12.5 After due approval of the project by Government Authorities/ statutory authorities, the Developer shall be entitled to make advance bookings and to enter into agreements for sale, lease, etc. and assign to any prospective buyer(s)/lessee(s) the Saleable Areas of the Project at the price and as per the payment schedule as may be decided by the Developer in business prudence manner.
- 12.6 The Parties hereby agree that sale/transfer of the Saleable Area shall be made through execution of a tripartite agreement with the prospective buyer/customer where under the Land Owners shall sign as Land owners and the Developer as the developer.
- 12.7 The Land Owner shall provide the Developer and its Representatives with necessary written authorities, power of attorneys authorizing the Developer and its Representatives to sign and execute buyer's agreement or such other agreement in favour of prospective buyers/ tenants/ licensees/ allottees and for transfer of the rights, title or interest in the Saleable Areas, viz. sale deeds, conveyance deeds or any other lawful deed/ agreement in favour of prospective buyers/ tenants/ licensees/ allottees and to receive consideration/proceeds by way of cheques, pay orders or similar bank instruments, which shall be deposited in the Project Account as stated above.
- 12.8 The Land Owner shall further, as and when considered expedient by the Developer, sign and execute all documents/ deeds/ instruments, etc., for transfer/ conveyance of titles and interest in the spaces/ areas in the Project in favour of the proposed buyers.
- 12.9 The Land Owner shall not do any act or deed which would in any manner, whatsoever, including but not limited to creation of any parallel documentation, be in conflict or contrary to the marketing and sales strategy of the Developer.

ARTICLE 14 INDEMNIFICATION

14.1 Each Party ("Defaulting Party") hereby agrees to indemnify and hold harmless the other Party, its officers, employees, shareholders, directors and affiliates ("Non-Defaulting Party") from any or all losses publishes, claims,

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costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:

- (i) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or
- (ii) any willful act of omission or commission, material breach, misrepresentation, misconduct or negligence by the Defaulting Party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.
- 14.2 In the event of any Defect in relation to the Project Land, the Land Owner shall remedy the Defect.
- Development and sale of Project being responsibility of the Developer, the Developer shall be liable to indemnify and hold harmless the Land Owner from and against any and/or all losses, liabilities, claims, costs, charges, actions, proceedings or third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen against the Land Owner due to any non-compliance of relevant statutes, laws, bye-laws by the Developer in the course of development of the Project. Further, the Developer alone shall be responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare, etc., and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All such claims and demands shall be settled and cleared by the Developer only and no liability on this account shall fall on the Land Owner.
- 14.6 The Developer, in its capacity as a developer in terms of this Agreement and as irrevocable attorney for the Land Owner, shall not do or cause to be done any act, omission or thing which may in any manner contravene any rules, law or regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such rules, regulations or law, then the entire liability in that behalf shall be incurred and discharged by the Developer, and furthermore, the Developer undertakes to keep the Land Owner harmless and indemnified against all claims and demands resulting from such non-performance and non-observance of such rules, regulations or law in terms of this clause.

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ARTICLE 15 FORCE MAJEURE

- 15.1 If any time during the term of this Agreement, the performance by either Party of an obligation hereunder shall be excused during any period of Force Majeure and such delay is beyond the reasonable control of a Party (the "Affected Party") and which the Affected Party could not have prevented by the exercise of reasonable skill and care in relation to the development of the Project and which actually prevent, hinder or delay in whole or in part the performance by any party of its obligations under this Agreement. 'Force Maleure' shall include without limitation, (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic; (d) strikes; (e) unavailability, scarcity, shortage of any construction materials, fuel, power, water, electricity, etc.; (f) the promulgation of or any amendment in any law or Policy of the Government Authority which prevents the construction and development to proceed as agreed in this Agreement; or (g) any event or circumstance analogous to the foregoing. Financial inability of a Party to perform shall not be a ground for claiming a Force Majeure. The Affected Party shall immediately notify the other Party of the happening of any such event of Force Majeure. The Affected Party shall constantly endeavour to prevent or make good the delay and shall resume the work as soon as practicable after such event of Force Majeure has come to an end or ceased to exist.
- 15.2 In any other event, if a Force Majeure cause or causes shall continue for a period of [180 (one hundred and eighty)] days, the Parties hereto shall mutually discuss the matter and decide one or the other course of action to be taken.

ARTICLE 16 DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

- Amicable Settlement: In the case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to first resolve such dispute or claim through amicable discussions.
- Arbitration: If the Parties fail to resolve such dispute or claim amicably, such dispute or claim shall be finally settled by arbitration through a sole arbitrator to be mutually appointed by the Parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification thereof. All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Delhi. The Arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not

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- relate to the subject matter of the dispute, without prejudice to the final determination in accordance with the provisions under this Clause.
- Governing Law & Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts in [Gurgaon, Haryana] only.

ARTICLE 17 MISCELLANEOUS PROVISIONS

- 17.1 No Partnership: The Parties have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.
- 17.2 Waiver: No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.
- 17.3 Taxes: Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.
- 17.4 Stamp Duty & Registration: The Land Owner shall get this Agreement registered. The cost of registration and stamp duty payable thereon shall be paid by the Developer. However, it is agreed that non-registration of this Agreement shall not take away or affect any rights of the Developer or the Land Owner.
- Notice: All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered mail, courier, facsimile, return receipt requested. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the parties shall be addressed as follows:

To Land Owner:

Attention: Mr. Manish Uppal

Janpriya Buildestates Private Limited

S 39-A, Panchsheel Park New Delhi 110017

To UHPL:

Attention: Mr. B K Uppal

Uppal Housing Private Limited

TUR JANPRIYA BUILDESTATE PVT. LTD

5th Floor, South Tower, NBCC Place, Pragati Vihar Lodhi Road, New Delhi

To Developer:

Attention: Mr. Annop Sethi Umang Realtech Private Limited First Floor, The Great Eastern Centre 70. Nehru Place, New Delhi – 110 019

- 17.6 Severability: Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.
- 17.7 Assignment: Subject to the provisions of this Agreement, this Agreement is personal to the Parties, and shall not be capable of assignment without consent of other Parties.
- 17.8 Termination: Save and except as permitted under in this Agreement, this Agreement shall not be terminated by either of the Party.
- 17.9 Specific Performance: This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
- 17.10 Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersede any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.
- 17.11 Counterparts: This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and

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FOR JANPRIYA BUILDESTATE PVT. LTD

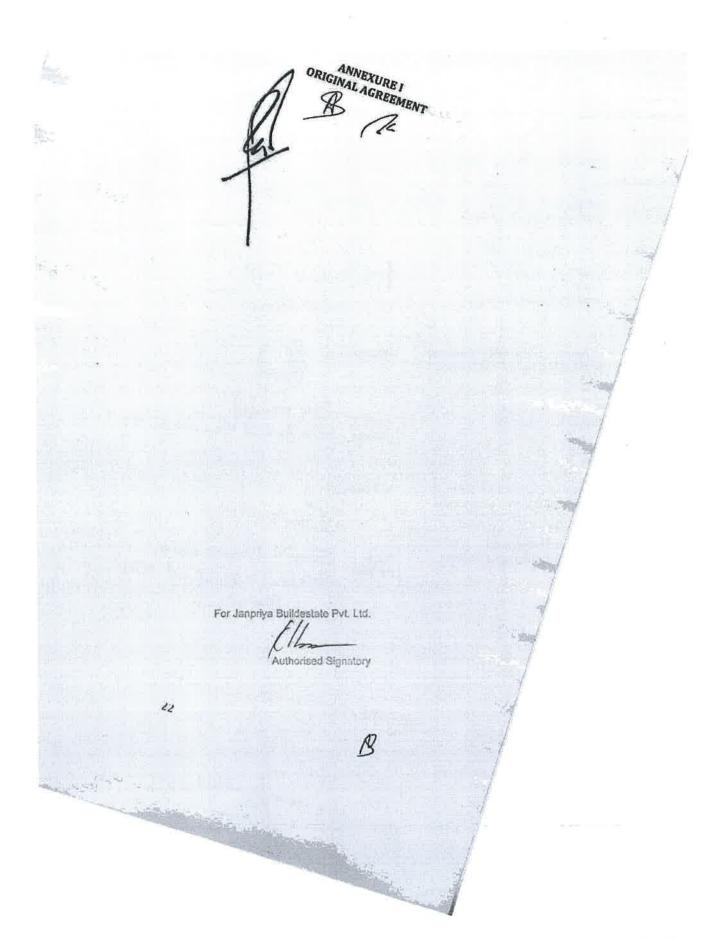
delivered as of the date set forth above.

Signed and dilivered by Janpriya Buildestate Percate Limited	Witnessed By:
Authorised Signatory Name: Main Uppal Designation: Director	Name Rakesh Gubls Address K-52 MDel Town-III Delli -110007
Signed and delivered by Developer Uppal Housing Private Limited	Witnessed By:
Name: Mr. B K Uppal Designation: Director	Name Address A-22 Anaul Viher. Delhi-92
Signed and delivered by Developer Umang Realtech Private Limited	Witnessed By:
Name: Mr. Anoop Sethi Designation: Managing Director	Name Samjie Ruman Jain Address C-7/F-1 Ditshard Redn. Delle.

For Janpriya Buildesteta Pvt. Ltd.

For Janpriya Buildedtate Pvt. Ltd.

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FOR JANPRIYA BUILDESTATE PVT. LTD

ANNEXURE II Format of GPA

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT WE, JAN PRIYA BUILDESTATE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at S-39A, Panchsheel Park, New Deihi 110017 through its [Designation], Mr. [•], (hereinafter referred to as the "EXECUTANT", which expression shall mean and include its successors and permitted assigns).

Capitalized words and expressions used but not defined herein shall carry the same meaning as ascribed to them in the Collaboration Agreement dated 09.04.2011 executed by and between the EXECUTANT and Uppal Housing Private Limited.

WHEREAS:

- A. The EXECUTANT is the lawful owner and seized and possessed of adjacent and contiguous land, totally admeasuring 16.54 Acres, situated in Sector 77, Gurgaon, Haryana (hereinafter referred to as the "Project Land"); and
- B. The EXECUTANT being desirous of development of a group housing complex on the Project Land, comprising of flats/apartments/units, shopping complex, community/convention centres, related amenities and facilities, green areas, etc. (hereinafter referred to as the "Project"), had entered into a collaboration agreement dated 20.01.2011 (hereinafter referred to as the "Original Agreement") with Uppal Housing Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 5th Floor, South Tower, NBCC Place, Pragati Vihar, Lodhi Road, New Delhi (hereinafter referred to as "Uppal"); and
- C. Subsequently, the EXECUTANT and Uppal, vide Collaboration Agreement dated 07.04.2011, have included Umang Realtech Private Limited as a collaborator in the Project as developer thereof, on the terms and conditions mentioned therein ("Collaboration Agreement"); and
- D. Under the Collaboration Agreement, the EXECUTANT has, interalia, agreed to execute a power of attorney in favour of Umang Realtech Private Limited, authorizing it to do all acts, deeds, matters and things and to exercise all powers and authorities as may be necessary or expedient for the construction, development, marketing, sale and maintenance of the Project, in the manner hereinafter appearing.

NOW KNOW ALL THAT THESE PRESENTS WITNESSETH THAT WE THE EXECUTANT do hereby nominate, constitute and appoint UMANG REALTECH PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at First Floor, The Great Eastern Centre, 70, Nehru Place, New Delhi – 110 019 (hereinafter referred to as the "ATTORNEY", which expression shall, wherever the context permits, mean and include its successors and permitted assigns) as our true and lawful general power of attorney holder to do the following acts, deeds and things in our name and on our behalf in

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respect of the Project, for development and sale of the Project in pursuance of the Collaboration Agreement:

- To enter upon the Project Land, survey the same, prepare layout and building plans, 1. detailed drawings, etc., for the purpose of commencing, continuing or completing the construction and development of the Project.
- To undertake construction and development of the Project either Itself or through contractors/ sub-contractors/ agents and to enter into contracts in relation thereto.
- 3. To deal with and correspond with the concerned statutory, local, central, state, governmental and other authorities in respect of matters relating to grant of licenses. approvals, sanctions, consents, registrations and renewals/ extensions thereof under applicable laws, rules, regulations, orders, notifications, for and in respect of the development of the Project and in particular the following, viz.,:
 - to apply for, submit and follow up application for obtaining letter of intent (i) and license in pursuance thereof from the office of Director of Town and Country Planning, Haryana, for development of the Project on the Project
 - (li) to submit layout plans, building plans and zoning plans, to apply for and obtain sanction plans or the revalidation and/or revision of the plans sanctioned or to be sanctioned, with alterations and additions, as the ATTORNEY may desire;
 - to apply for and obtain commencement certificate and/or occupation (iii) certificate and/or building completion certificate (including part thereof) and any like certificates or permissions that may be required by the applicable law, issue declarations or undertakings and obtain all necessary permissions, sanctions, approvals and no-objections from the aforesaid authorities and its department(s);
 - to appear and represent the EXECUTANT before all concerned authorities and (iv) parties as may be necessary in connection with the proper and effective development of the Project;
 - (v) generally to do all other acts and matters in connection with or relating to or in respect of the planning, designing, construction, development, completion, marketing and occupation of buildings, structures for development of the Project on the Project Land; and
 - to submit all undertakings, agreements, affidavits, declarations, applications. bonds, etc., on behalf of the EXECUTANT, as required from time to time in connection therewith.

To do all such acts, deeds and things as may be required for making the Project Land fit and proper for the purposes of the development and construction of the Project thereupon.

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- To construct, reconstruct, repair, improve upon or otherwise develop the Project or any part or portion thereof subject to the provisions of the Collaboration Agreement and in accordance with the building plans and specifications, commencement certificate and other requirements of the concerned authorities and for that purpose to employ/ engage the services of contractors, architects, engineers, surveyors and other professionals as may be required in that behalf.
- To commence, carry out and complete and/or cause to be commenced, carried out and/or completed, at the ATTORNEY's costs, construction work of the Project and every part thereof in accordance with the building plans, commencement certificate and specifications and to do all such acts, deeds, matters and things as may be necessary or expedient to ensure compliance with all rules and regulations applicable thereto.
- To prepare and/or get prepared and to submit and file with all concerned authorities. 7 government or otherwise applications for grant and/or issue of permits, quotas, licenses and authorizations for allotment of cement, steel and other controlled building material that may from time to time be required for the purpose of construction and erection of building(s) on the Project and for that purpose to appear before any authority or officers to make any statement and give any particulars as from time to time be necessary and/or required to be obtained and take delivery of such building materials to which said licenses, permits, quotas or authorizations may relate and to utilize the same for the purpose of development of the Project.
- To sign all applications, forms, papers, undertakings, indemnities, authorities, terms 8. and conditions etc., as well as pay all fees, deposits and other amounts under whatsoever head to any such authority and to receive back the same and issue valid receipts and to take and give oral and written statements on behalf of the EXECUTANT before any such authorities or persons whomsoever, as may be required by the authoritles concerned from time to time.
- To appoint architects, surveyors and appoint all other consultants from time to time, as may be found necessary to carry out and/or implement any of the provisions herein contained and to substitute them or any of them and to execute appropriate writings in their favour authorizing them and/or delegating to them authority to obtain all necessary sanctions, approvals, no-objections and permissions for the construction and development of the Project.
- 10, To deal with and correspond with and make necessary applications to the concerned electric and water and other authorities and/or officers for obtaining connections for electricity and water supply for the Project and to obtain necessary orders in pursuance thereof and to do or caused to be done all necessary acts for laying the water lines, sewerage lines, drainage lines and telephone and electric cables, to carry out the internal lay out for the development of the Project and for that purpose to sign all letters, applications, undertakings, indemnities, terms and conditions etc. as may be required by the authorities concerned.

To attend to, to manage, look after, watch, examine and take care of the Project 11. Land/Project or any part or portion thereof regularly at all reasonable time and to prevent any encroachments, trespasses and/or unauthorized constructions thereof being made by any person or persons or body and frany encroachments, trespasses

or unauthorized constructions are already existing and/or being made hereafter and/or erected or constructed by any person or persons or body on the Project Land or any part or portion thereof, to take all effective steps for removing the same and/or remove them and pull down the same and to take all preventive measures, appropriate actions and legal proceedings against the concerned person or persons or body.

- 12. To procure/ obtain such financial assistance from any financial institution/ banks by creating a charge on the Project Land, the Project and/or its receivables as security for its debt/ repayment obligations and for development of the Project, subject to the terms and conditions stipulated in the Collaboration Agreement.
- 13. To apply for and obtain and receive refund of moneys paid and/or deposit or which may be deposited with the relevant authorities/corporation and to sign receipt for the purpose.
- 14. To do all marketing, publicity and advertising activities and make advance bookings and to allot, lease, sub-lease, license, sub-license, sell, transfer and dispose off the Saleable Areas (as defined in the Collaboration Agreement) of the Project as it may deem fit and proper.
- 15. To collect and receive from the allottees, lessees, acquirers, occupants, transferees or purchasers of the Saleable Areas, the entire allotment consideration, lease rentals, license fees, sale consideration, charges or price as aforesaid and appropriate the same and also to receive and collect or demand the rent/license fee, in case of lease/license, and maintenance charges from the occupants and to sign and execute and/or give proper and lawful discharge for the receipts.
- 16. To execute from time to time all the agreements/ deeds/ documents on and in any other manner in respect of the Saleable Areas and also to execute and sign sale, allotment, lease, sub-lease, license, sub-license, conveyance and transfer deeds/ agreements for sale, allotment, lease, sub-lease, license, sub-license, sale, conveyance and/or transfer of the Saleable Areas in favour of prospective allottee(s)/ transferees, as the ATTORNEY may deem fit.
- 17. To appear before the concerned registrar or sub-registrar as may be considered proper either by law or by practice or as deemed expedient by the ATTORNEY for the execution, stamping and/or registration of all writings/ deeds/documents for registration of sale/ lease/ transfer, as the case may be, of the Saleable Areas in favour of the prospective allottee(s)/ transferees and to admit execution of any deeds, assurances, conveyances or other instruments referred hereinabove.
- To give formal possession of the Saleable Areas or any part thereof to the prospective allottee(s)/ transferee(s).

19. To manage and maintain the Project either on its own or through any maintenance agency appointed in accordance with the Collaboration Agreement and to fix such maintenance charges as may be deemed expedient by the ATTORNEY or the maintenance agency.

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- 20. If required, to take all necessary steps for the registration of a company, society, association, etc., of the owners and other occupants of the Project, registered under the applicable law and for that purpose to sign and execute all necessary forms, applications, papers and writings before the concerned authorities and to do all other acts, deeds, matters and things necessary for registration of the company/ society/ association and to obtain registration certificate.
- 21. To bear and pay all taxes, cess, charges, levies and any other outgoings payable in respect of the Project upon receipt of possession of the Project Land and to further bear and pay all taxes, cess, charges, levies and any other outgoings, including but not limited to, income tax, sales tax, service tax and value added tax, upon construction and development of the Project in pursuance of the Collaboration Agreement.
- 22. To evict the tenant/ unauthorized occupant/ trespasser on the Project, to initiate and file suits or any legal proceedings in court/ tribunal of competent jurisdiction, appoint any pleader/ advocate, compromise and withdraw any proceeding/ cases and to do all acts which may be required in respect thereto.
- 23. To sign, verify, file, present, defend and pursue all kinds of suits, writs, applications, affidavits, claims, etc., in respect of the Project Land and/or the Project in all the courts, civil, revenue or criminal, and before any and all authorities, tribunals including arbitral tribunal, government offices/ departments including tax authorities, statutory authorities/ corporations and all other bodies/ authorities.
- 24. To appear and act either personally or through its agent or authorized officers before all authorities, courts, tribunals, offices of the government/ semi government/ local bodies and/or any other statutory bodies for and in connection with the above purposes.
- 25. To sign, verify and execute plaints, written statements, counter-claims, appeals, reviews, applications, affidavits, authorities and papers of every description that may be necessary to be signed, verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever (including action against the tenants/occupants) in any court of law or equity whether of original, appellate, testamentary or revisional jurisdiction or judicial authority established by lawful authority and to do all acts and appearances and applications in any such court or courts aforesaid in any suits, actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or suffer judgments or decrees given, taken or pronounced in any such suits, actions, appeals, proceedings and to execute decrees as the ATTORNEY shall be advised or thinks proper.
- 26. To take such steps, at the cost of the EXECUTANT, as to ensure that the representations and warranties offered by the EXECUTANT are true, complete and accurate.
- To appoint any other general/ special power of attorney and delegate all or any of the powers given under this Power of Attorney.

And, generally to do any and/or all such other acts, deeds, matters and things which the ATTORNEY think necessary and expedient for the purposes mentioned above in respect

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of the Project to be developed on the Project Land even if they are not covered by the aforesaid acts.

And, the EXECUTANT do hereby agree to confirm and ratify all those acts, deeds, matters and things done and/or cause to be done by the ATTORNEY shall be construed as acts, deed matters and things done by the EXECUTANT personally as if present and shall be binding on the EXECUTANT.

IN WITNESS WHEREOF, the EXECUTANT through its duly authorised representative has set its hand to this writing at [__ _] on this ____day of _

Signed, Sealed and Delivered For and on behalf of the EXECUTANT Jan Priya Buildestate Private Limited

Through Mr. [] [Designation]

Accepted by the ATTORNEY Realtech Private Umang Limited

Through Mr. [•] [Designation]

WITNESSES:

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ANNEXURE III

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Manner of payment of share of the Gross Revenue to the Land Owner and IHPL

- (i) Rs. 150 crores (Rs. 46.875 crores to the Land Owner and Rs. 103.125 to UHPL) shall be paid to the Land Owner and UHPL on or before October 31, 2011 with a grace period of two months; i.e. by December 31, 2011;
- (ii) The balance share of Gross revenue due to UHPL and the Land Owner shall be paid as and when received in the Project Account as under:
 - On a monthly basis within 5 days from the end of the calendar month from the collection of Gross Revenue, the Developer shall pay to the Land Owner and UHPL in the ratio of 12.5:27.5, an amount equivalent to X% of the Gross Revenue.
 - For the purpose of this clause "X" shall be calculated as below;

{(40% of Estimated Revenue-Rs. 150 Crores)/(Estimated Revenue-Collection of the Gross Revenue till the date payment of Rs 150 crores as prescribed in clause (i) above or 31.12.2011 whichever is earlier)}*100

- For the purpose of this clause, "Estimated Revenue" means estimated realisation from the Project calculated at the rate of Rs. 3,800/- per Sq Ft of Saleable Area with respect to the residential area and at the rate of the prevailing market price as on 31.12.2011 for commercial area. Estimated Revenue shall be subject to review on half yearly basis i.e on 30.06.2012 and every half year thereafter in view of the then prevailing market circumstances.
- (iii) Prom the date of realization of the Gross Revenue for an amount equivalent to the Estimated Revenue, as defined hereinabove, the Developer shall pay 40% of the Gross Revenue to the Land Owner and UHPL in the ratio of 12.5:27.5.

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STATE ENVIRONMENT IMPACT ASSESSMENT AUTHORITY HARYANA Bay No. 55-58, Prayatan Bhawan, Sector-2, PANCHKULA.

No. SEIAA/HR/2012 257

Dated: 30-8-18

To

M/S JAN PRIYA Buildestate Private Limited. Regd. Office: S-39A, Panchsheel Park, New Delhi- 17.

Subject:

Environmental Clearance for proposed Group Housing Project at Sector-77, Gurgaon, Haryana.

Dear Sir.

This has reference to your application no. Nil dated 11.03.11 addressed to M.S. SEIAA received on 11-3-2011 and subsequent letter dated 02-06-2012, seeking prior Environmental Clearance for the above project under the EIA Notification, 2006. The proposal has been appraised as per prescribed procedure in the light of provisions under the EIA Notification, 2006 on the basis of the mandatory documents enclosed with the application viz., Form-1, Form1-A, Conceptual Plan, EIA/EMP and the additional clarifications furnished in response to the observations of the State Expert Appraisal Committee (SEAC) constituted by MOEF, GOI vide their Notification 23-03-2012 in its meeting held on 26-07-2012 awarded "Gold" grading to the project.

Muthorised Signatu

It is interalia, noted that project involves the construction of a group housing project on a total plot area of 66934.998 sqmt. The total built-up area is 148935.353 sqmt (Basement + stilt). The Maximum height of the building will be 60 meters. The group housing comprises of 16 towers, EWS tower, community building and convenient shopping centre. The total fresh water requirement will be 316.2 KLD which will be met from HUDA water supply. The 387 KLD of waste water shall be treated in the STP of 500 KLD. The treated waste water shall be recycled and reused for flushing horticulture DG cooling etc. and 21 KLD of waste water will be discharged in public sewer. The total power requirement will be 5658 KVA which will be supplied by DHBVN. The Project Proponent has proposed to develop green belt on 38.27% of project area (23% for

tree plantation + 15.3% for landscaping). The Project Proponent proposed to construct 16 no. of rain water harvesting pits. The solid waste generation will be 2491.40 kg per day. The bio-degradable waste will be converted to compost in the project area and manure produced will be used for horticulture and green belt development. The total parking spaces proposed are 1535 ECS. The total cost of the project is about 250 crores.

The State Expert Appraisal Committee, Haryana after due consideration of the relevant documents submitted by the project proponent and additional clarification furnished in response to its observations have recommended the grant of environmental clearance for the project mentioned above subject to compliance with the stipulated conditions. Accordingly, the State Environment Impact Assessment Authority in its meeting held on 29.8.2012 decided to agree with the recommendation of SEAC and to accord necessary environmental clearance for the project under Category 3(0) of EIA Notification 2006 subject to the strict compliance with the specific and general conditions mentioned below:-

PART A-

SPECIFIC CONDITIONS:-

Construction Phase:-

- [i] "Consent for Establishment" shall be obtained from Haryana State Pollution
 Control Board under Air and Water Act and a copy shall be submitted to the
 SEIAA, Haryana before the start of any construction work at site.
- [ii] A first aid room as proposed in the project report shall be provided both during construction and operational phase of the project.
- [iii] Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilets. Open defecation by the laboures is strictly prohibited. The safe disposal of waste water and solid wastes generated during the construction phase should be ensured.
- [iv] All the topsoil excavated during construction activities should be stored for use in horticulture/landscape development within the project site.
- [v] Disposal of muck during construction phase should not create any adverse effect on the neighboring communities and be disposed off taking necessary

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precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.

- [vi] Construction spoils, including bituminous material and other hazardous materials, must not be allowed to contaminate watercourses and the dump sites for such material must be secured so that they should not leach into the ground water and any hazardous waste generated during construction phase, should be disposed off as per applicable rules and norms with necessary approval of the Haryana State Pollution Control Board.
- [vii] The diesel generator sets to be used during construction phase should be of low sulphur diesel type and should conform to Environment (Protection) Rules prescribed for air and noise emission standards.
- [viii] The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from Chief Controller of Explosives shall be taken.
- [ix] Ambient noise levels should conform to the residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be taken to reduce ambient air and noise level during construction phase, so as to conform to the stipulated residential standards.
- [x] Fly ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September 1999 and as amended on 27th August 2003.
- [xi] Ready mixed concrete must be used in building construction.
- [xii] Storm water control and its re-use as per CGWB and BIS standards for various applications should be ensured.
- [xiii] Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices as referred.

- separately. It shall be submitted to the SEIAA / R.O. MOHF, Chandigarh before the start of construction.
- [xv] Roof should meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material to fulfill requirement.
- [xvi] Opaque wall should meet prescriptive requirement as per Energy Conservation Building Code which is proposed to be mandatory for all air conditioned spaces while it is aspirational for non-air-conditioned spaces by use of appropriate thermal insulation material to fulfill requirement.
- [xvii] The approval of the competent authority shall be obtained for structural safety of the building on account of earthquake, adequacy of fire fighting equipments, etc. as per National Building Code including protection measures from lightening etc. If any forest land is involved in the proposed site, clearance under Forest Conservation Act shall be obtained from the competent Authority.
- [xviii]Overexploited groundwater and impending severe shortage of water supply in the region requires the developer to redraw the water and energy conservation plan. Developer shall submit details of good practices that have been included in the project to reduce the overall footprint of the proposed development including a detailed water balance along with source and quantities of potable and non-potable water requirement (including water-requirement during construction phase) incorporating water efficiency / savings measures as well as water reuse/recycling within 3 months to the SEIAA, Haryana and R.O. MOEF, GOI, Chandigarh before the start of construction.
- [xix] The Project Proponent shall construct 16 nos. rain water harvesting pits for recharging the ground water within the project premises. Rain water harvesting pits shall be designed to make provisions for silting chamber and removal of floating matter before entering harvesting pit. Maintenance budget and persons responsible for maintenance must be provided. Care shall also be taken that contaminated water do not enter RWH pit.
- [xx] The Project Proponent shall provide minimum one hydraulic ladder of sufficient length for escape of people in case of fire.
- [xxi] The Project Proponent shall submit assurance from the DHBVN for supply of 5658 KVA of power supply before the start of construction. In 116 case

- project will be operational solely on generators without any power supply from any external power utility.
- [xxii] Detail calculation of power load and ultimate power load of the project shall be submitted to DHBVN under intimation to SEIAA Haryana before the start of construction. Provisions shall be made for electrical infrastructure in the licensed area.
- [xxiii] The Project Proponent shall obtain NOC from nearest fire station before the start of construction.
- [xxiv] The Project Proponent shall not raise any construction in the natural land depression / Nallah/water course and shall ensure that the natural flow from the Nallah/water course is not obstructed.
- [xxv] The Project Proponent shall keep the plinth level of the building blocks sufficiently above the level of the approach road to the Group Housing Project as per prescribed by-laws. Levels of the other areas in the Group Housing Projects shall also be kept suitably so as to avoid flooding.
- [xxvi] Construction shall be carried out so that density of population does not exceed as approved by Director General Town and Country Department Haryana.
- [xxvii] The Project Proponent shall submit an affidavit with the declaration that ground water will not be used for construction and will also indicate the source of water for construction before the start of construction activity.
- [xxviii] The project proponent shall design the water supply system @ 135 lpcd instead of 86 lpcd including savings due to use of treated water. Accordingly the requirement of water supply and water balance diagram be prepared and be submitted to SEIAA Haryana before start of construction. Sewerage and STP capacity shall be suitably increased accordingly.
- [xxix] That the Project Proponent shall provide Water Bodies of size of 5% of the net project areas as stipulated and ordered by Ministry of Environment and Forests, Government of India.

Operational Phase:

The Sewage Treatment Plant (STP) shall be installed for the treatment of the sewage to the prescribed standards including odour and treated effluent will be recycled to achieve zero extraction. The installation of STP should be certified by an independent expert and a report in this regard should be submitted to the SEIAA, Haryana before the project is commissioned for

- operation. Discharge of treated sewage shall conform to the norms and standards of HSPCB, Panchkula.
- [ii] Separation of the grey and black water should be done by the use of dual plumbing line. Treatment of 100% grey water by decentralized treatment should be done ensuring that the re-circulated water should have BOD maximum upto 10 ppm and the recycled water will be used for flushing, gardening and DG set cooling and running of fountain in the water body to achieve zero exit discharge.
- [iii] For disinfection of the treated wastewater ultra-violet radiation or ozonization process should be used.
- [iv] The solid waste generated should be properly collected and segregated. Biodegradable waste shall be decomposed at site and dry/ inert solid waste should be disposed off to approved sites for land filling after recovering recyclable material.
- [v] Diesel power generating sets proposed as source of back-up power for lifts, common area illumination and for domestic use should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The location of the DG sets should be in the basement as promised by the project proponent with appropriate stack height i.e above the roof level as per the CPCB norms. The diesel used for DG sets should be of low sulphur contents (maximum upto 0.25%).
- [vi] Ambient Noise level should be controlled to ensure that it does not exceed the prescribed standards both within and at the boundary of the Proposed Group Housing Complex.
- [vii] The project proponent should maintain at least 23 % as green cover area for tree plantation especially all around the periphery of the project and on the road sides preferably with local species so as to provide protection against particulates and noise. The 15.3% open spaces inside the plot should be preferably landscaped and covered with vegetation/grass, herbs & shrubs. Only locally available plant species shall be used.
- [viii] Weep holes in the compound front walls shall be provided to ensure natural drainage of rain water in the catchments area during the monsoon period.
- [ix] Rain water harvesting for roof nan-off and surface run-off, as per plan submitted should be implemented. Before recharging the surface run off, pre-treatment through sedimentation tanks must be done to remove

- suspended matter, oil and grease. The bore well for rainwater recharging shall be kept at least 5 mts. above the highest ground water table. Care shall be taken that contaminated water do not enter any RWH pit.
- [x] The ground water level and its quality should be monitored regularly in consultation with Central Ground Water Authority.
- [xi] There should be no traffic congestion near the entry and exit points from the roads adjoining the proposed project site. Parking should be fully internalized and no public space should be utilized.
- [xii] A report on the energy conservation measures conforming to energy conservation norms finalized by Bureau of Energy Efficiency should be prepared incorporating details about building materials & technology, R & U Factors etc and submitted to the SEIAA, Haryana in three months time.
- [xiii] Energy conservation measures like installation of CFLs/TFLs for lighting the areas outside the building should be integral part of the project design and should be in place before project commissioning. Used CFLs and TFLs should be properly collected and disposed off/sent for recycling as per the prevailing guidelines/rules of the regulatory authority to avoid mercury contamination. Use of solar panels must be adapted to the maximum extent possible for energy conservation.
- [xiv] The solid waste generated should be properly collected and segregated as per the requirement of the MSW Rules, 2000 and as amended from time to time. The bio-degradable waste should be composted by vermi-composting at the site ear marked within the project area and dry/inert solid waste should be disposed off to the approved sites for land filling after recovering recyclable material.
- [xv] The provision of the solar water heating system shall be as per norms specified by HAREDA and shall be made operational in each building block.
- [xvi] The project proponent shall use the water from the already existing tube wells for domestic purposes only and that too after getting prior permission from CGWA.
- xvii] The traffic plan and the parking plan proposed by the PP should be adhered to meticulously with further scope of additional parking for future requirement. There should be no traffic congestion near the entry and exit

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- [xviii] The Project shall be operationalized only once HUDA will provide domestic water supply system in the area.
- [xix] Operation and maintenance of STP, solid waste management and electrical infrastructure shall be ensured even after the completion of sell.
- [xx] Different type of wastes should be disposed off as per provisions of municipal solid waste, biomedical waste, hazardous waste, e-waste, batteries & plastic rules made under environment protection act, 1986.
- [xxi] Standards for discharge of environmental pollutants as enshrined in various schedule of rule 3 of environment protection rule 1986 shall be complied with

PART-B. GENERAL CONDITIONS:

- [i] The Project Proponent shall ensure the commitments made in Form-1, Form-1A, EIA/EMP and other documents submitted to the SEIAA for the protection of environment and proposed environmental safeguards are complied with in letter and spirit.
- [ii] Six monthly compliance reports should be submitted to the HSPCB and Regional Office, MOEF, GOI, Northern Region, Chandigarh and a copy to the SEIAA Panchkula, Haryana.
- The SEIAA, Haryana reserves the right to add additional safeguard measures subsequently, if found necessary. Environmental Clearance granted will be revoked if it is found that false information has been given for getting approval of this project. SEIAA reserve the right to revoke the clearance if condition stipulated are not implemented to the satisfaction of SEIAA/MoEF.
- [iv] Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the Project Proponent if it was found that construction of the project has been started before obtaining environmental clearance.
- [v] The Project proponent shall not violate any judicial orders/pronouncements issued by the Hon'ble Supreme Court/High Courts.
- [vi] All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest Conservation Act, 1980 and Wildlife (Protection) Act,

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- [vii] The Project Proponent shall obtain NOC under Aravalli Notification from CEC of Hon'ble Supreme court regarding coverage under Aravalli Notification.
- [viii] The Project proponent should inform the public that the project has been accorded Environment Clearance by the SEIAA and copies of the clearance letter are available with the State Pollution Control Board & SEIAA. This should be advertised within 7 days from the date of issue of the clearance letter at least in two local newspapers that are widely circulated in the region and the copy of the same should be forwarded to SEIAA Haryana.
- [ix] Any appeal against the this Environmental Clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.
- [x] The Project Proponent shall put in place Corporate Environment Policy as mentioned in MOEF, GOI OM No.J-11013/41/2006-IA II(I) dated26.4.2012 [xi] If it is later found that built-up area as defined in MOEF letter F.No.19-127/2011-IA-III dated2.4.2012 is more than stated area, the EC shall be revoked.

Member Secretary,
State Level Environment Impact
Assessment Authority, Haryana, Panchkula.

Endst. No. SEIAA/HR/2012

Dated:

A copy of the above is forwarded to the following:

- 1. The Additional Director (IA Division), MOEF, GOI, CGO Complex, Lodhi Road, New Delhi.
- 2. The Regional office, Ministry of Environment & Forests, Govt. of India, Sector 31, Chandigarh.
- 3. The Chairman, Haryana State Pollution Control Board, Pkl.

Member Secretary,
State Level Environment Impact
Assessment Authority, Haryana, Panchkula.

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Authorised Signatory



GURUGRAM METROPOLITAN DEVELOPMENT AUTHORITY

To

M/s Umang Realtech (P) Ltd. D-64, 2nd Floor, Defence Colony, New Delhi – 110024.

Memo No.

3587

Dated: 27-6. 289

Sub:-

Assurance of water supply 432 KLD drinking for our Group Housing Colony "Winter Hills 77" having plot area measuring 16.540 Acres (Licence No. 67 of 2011 dated 16.07.2011) in Village Shikohpur, Sector-77, Gurugram.

With reference to the cited subject, fresh water is available at Boosting Station, Sector-16 & Water Treatment Plant, Basai, Gurugram. You can get the water from these locations by making your own arrangement of transportation.

The regular water supply of 432 KLD drinking water purpose after completion of project for Group Housing Colony will be given after completion of water supply distribution network, which will take one year or as per availability of clearance of land.

Executive Engineer-! W/S, Division, GMDA, Gurugram.

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with prised Signatory

PLOT NO. 44, SECTOR - 32, GURUGRAM xen1.gmda@gov.in +91-124-2746617

Umesh Shrivastava

From:

noreply.gmda@gmail.com

Sent:

09 October 2019 13:31

To:

umesh.shrivastava@umangrealtech.com

Subject:

GMDA | Water Connection Observation

Dear Sir/Madam,

After examining your case following deficiency have been notified for which you are requested to submit the following clarification or documents.

Connection cannot be released as water supply yet not commissioned in the sector as reported by the field staff

Note: Compliance to the above observation done by login into GMDA online portal https://www.gmda.gov.in/ through your registered email and mobile number.

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