BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

O.A. NO. 238/2015

In the matter of:

Shri Anil Uppal and Others …Applicants

Versus

Union of India and Others ...Respondents

NDOH: 13.09.2021

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08.09.2021

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In the matter of:

Shri Anil Uppal and Others ...Applicants

versus

Union of India and Others ...Respondents

OBJECTIONS/ RESPONSE ON BEHALF OF RESPONDENT NO. 6 TO THE REPORT OF JOINT COMMITTEE DATED 03.12.2020

Most Respectfully Showeth:

That pursuant to the orders dated 09.01.2020 and 11.02.2020 passed by this Hon'ble Tribunal in the present case, the ld. Joint Committee constituted by this Hon'ble Tribunal has submitted its Report dated 03.12.2020 ("**Report**").

A. PRELIMINARY SUBMISSIONS

1. The present objections/ response are being formally filed by Respondent No. 6 without prejudice to the detailed contentions and pleas raised in the Civil Appeal No. 872-874/2021 preferred by Respondent No. 6 before the Hon'ble Supreme Court against orders dated 09.01.2020, 11.02.2020 and 13.02.2020 passed by this Hon'ble Tribunal in the

present OA No. 238/2015. The report is a direct consequence of directions passed by this Hon'ble Tribunal in the afore-said two orders.

2. It is further submitted that a virtually identical matter relating to construction and development of the same Residential/ Commercial projects are pending adjudication before the Hon'ble Supreme Court in SLP (C) No. 11480 of 2020 challenging an order of the Punjab and Haryana High Court dated 10.07.2020 in CWP No. 20330 of 2015. It will not be out of place to mention here that the Joint Committee in its report dated 03.12.2020 has in fact heavily relied upon the very same Order dated 10.07.2020 passed by the Hon'ble High Court of Punjab and Haryana at Chandigarh which has been impugned in the said Special Leave Petition (C) No. 11480 of 2020. In the said SLPs, the Hon'ble Supreme Court has passed an interim order dated 08.10.2020, the relevant extract of which is quoted herein below:

> *"...In the meantime, no coercive steps be taken by any of the authorities."*

True copy of the entire Order dated 08.10.2020 passed in SLP (C) No. 11480 of 2020 is annexed as **ANNEXURE O-1.**

3. It is further submitted that the Joint Committee has acted and submitted the report in furtherance to the above orders dated 09.01.2020 and 11.02.2020 against which the Respondent No. 6 has preferred the above-mentioned Civil Appeals No. 872-874/2021. The said Civil Appeals Nos. 872-874/2021 have now been tagged along with SLP (C) No. 11480 of 2020 in terms of the order dated 07.04.2021, and now are being listed together before the Hon'ble Supreme Court and the next date of hearing is in fact on 13.09.2021. Inspection report dated

03.12.2020 was indeed filed by the project proponent (Respondent No. 6 in OA No. 238 of 2015) before the Hon'ble Supreme Court in Civil Appeal Nos. 872-874 of 2021 on 06.02.2021 and are at Pg. 443 of Civil Appeal Paper Book. These appeals were all listed together on 07.04.2021, when the Hon'ble Supreme Court issued notice to the Respondents on the Civil Appeals and after a detailed hearing and perusal of the said report dated 3.12.2020, passed the following interim order in the above-mentioned appeals along with all other connected matters:

> ***"By our order dated 08.10.2020, we had directed that no coercive steps be taken by any of the authorities. The interim order so passed shall be the interim order in all these matters."***

True copy order dated 07.04.2021 passed in above appeal is annexed as **ANNEXURE O-2** which is continuing till date. The Hon'ble Supreme Court is therefore squarely seized of the merits of the said report dated 3.12.2020 and this Hon'ble Tribunal may therefore like to stay its hands regarding any parallel consideration of the same report while proceedings are pending in the Hon'ble Supreme Court and infact stay of any coercive steps by any authorities has already been passed by the Hon'ble Supreme Court.

4. Further, it is pertinent to mention here that in Writ Petition bearing No. 2147 of 2012 titled as Ambience Lagoon Apartment Residents Welfare Association Vs. State of Haryana was filed before the Hon'ble Punjab & Haryana High Court, the Hon'ble High Court had passed following order dated 16.01.2020:-

"Grievance of the petitioner inter alia is that after grant of licence dated July 15, 1993, Annexure P-1 by the Director, there was a declaration to raise a construction of apartments buildings, apartment complex, club building and building for economically weaker sections of the society. However, vide order dated September Ist, 2010, Annexure P-11, wherein it is mentioned that the Director, Town and Country Planning allowed raising construction of commercial building over the land. This is despite the fact that there is no mention in the licence pursuant to which the builder can be allowed to raise commercial project.

At the outset, Mr. Mittal, learned State counsel submits that the matter shall be reconsidered by the Director General, Urban Estates, Department of Town and Country Planning within three months and a speaking order shall be passed which shall be duly conveyed to the petitioner. It is made clear that while reconsidering the issue, order Annexure P-11 shall not stand in the way of the concerned authority.

Disposed of."

A true copy of the above said order dated 16.01.2020 is annexed hereto as **ANNEXURE O-3.**

5. In compliance of the above said order dated 16.01.2020 passed in Writ Petition No. 2147/2012, Director, Department of Town and Country Planning ("DTCP") conducted a detailed hearing on 19.10.2020 and had reserved its order. Recently, final order dated 05.08.2021 has been

passed by DTCP. The relevant and important observations/findings recorded by DTCP are quoted herein below:

> ***(i) The plot no.3 is not part of the licensed area of licence no.19 of 1993 granted to develop a group housing colony over an area measuring 18.98 acres. The plot no.3 has been constructed on part of Khasra No.536 and 526 of village Nathupur, District Gurugram. From the perusal of the land schedule of licence no.13 of 2004 and licence no.14 of 2004, it is revealed that khasra no.536 is part of licence no.13 of 2004 and khasra no.526 is part of licence no.14 of 2004. Hence, the plot no.3 is not constructed over the land forming part of licence no.19 of 1993;***
>
> ***(ii) I do not find any merit for quashing approval of building plan approved vide memo dated 01.09.2010 (P-11) as the same is not part the licence no.19 of 1993 granted for area measuring 18.98 acres.***
>
> ***(iii) The land forming part of plot no.3 is separate from the land of licence no.19 of 1993. Hence, the area of licence no.19 of 1993 was not reduced by 3.9 acres on account of impugned orders dated 01.09.2010.***

6. The above observations and findings of DTCP clearly render the allegations regarding use of more than 3 acre land area of Lagoon Residential Complex for constructing the commercial tower at Plot No. 3 as baseless and unsustainable. In view of the above detailed order of DTCP holding that no part of the land covered by License No. 19,

which was issued for lagoon residential complex has been used for construction of the commercial complex built on plot No. 3, the observations and findings of the Joint Committee stand vitiated and unsustainable. A true copy of the above said order dated 05.08.2021 passed by DTCP is annexed as **ANNEXURE O-4.** Since the said order dated 05.08.2021 passed by the DTCP is vitally germane to the entire gamut of proceedings pending in the Hon'ble SC, the present project proponent has already filed the same as part of the SLP vide IA No. 107363 of 2021 and the same are at Pgs. 7 to 18 of the said IA.

7. Apart from the above, it would be relevant to mention that the substance of the allegations regarding coverage of open land area of Residential Complex for constructing Commercial Tower made in the present OA and those made in the above-mentioned Writ Petition No. 2147/2012 is same which may be noticed from the following paras of CWP No. 2147/2012 and present OA 238/2015:

Allegations in Writ petition No. 2147/2012:

3. *The builder went ahead and reduced the area of colony further by managing a clandestine approval of plot No. 3 in 2010. ..... Further, abusing this clandestine approval which do not mention anything except Plot No. 3 and without reference to the original license and the deed of declaration of 2009, and not even clearly disclosing that this plot is on the same land which is the part of the residential colony, approval is granted either mechanically or through connivance, which reduces the area of the residential colony from 11.83 acres by 3.9 acres making it a colony of 7.93 acres.*

5. ..... *That surprisingly even on the 11.83 acres as mentioned in the deed of declaration by the builder which has been used for Lagoon Complex, further construction started of a commercial building on this 11.83 acres.*

9B. *That the development which is being carried out by the respondent No. 9 by way of impugned memo No. 10894 dated 1.9.2010 Annexure P-11 cannot be allowed under the Act itself as once the license has been given and common area and facilities have been provided then said common area and facilities have permanent character and shall not be altered without the consent of the all the apartment owners and expressed in amended declaration duly executed and registered as provided in the Act.*

Prayer:

(i) Issue an appropriate writ, order or direction quashing Memo No. 10894 dated 1.9.2010 (Annexure P-11) granting permission to the construction plans of commercial building to Respondent No. 9 by District Town Planner on behalf of Chairman Building Plan Approval Committee

Allegations in OA No. 238/2015:

4. That the Ambience Lagoon Apartments has an earmarked area of 10.98 Acres. This information is clearly mentioned in the Deed of Declaration dated 25.3.2009 filed with the Respondent No. 5 by Respondent No. 6.

14. That the Respondent No. 6 appears to be constructing a commercial building complex in the area that has an earmarked land use of open spaces/tot lots etc. The said Commercial Tower is positioned in such a way that all the fresh air and sunlight has been blocked for the residents.....

18. ..... The said survey report has revealed that the area available with the colony is 7.93 acres only as against an earmarked 10.98 acres. Thus, a large portion of the land earmarked as "open area" for residential colony has been illegally diverted, resulting in environmental degradation and substantial increase in air pollution in the said area.

Prayer

E. stay the construction of the Commercial Tower being built and other construction activities.

8. That as the above common allegations in present OA No. 238/2015 and Writ Petition No. 2147/2021 have been found as baseless and without any substance as per the recent order dated 5.8.2021 passed by DTCP in compliance of the High Court Order dated 16.01.2020 passed in the above said writ petition No. 2147/2012, the case of the Applicants sought to be made in the present OA stands demolished, consequently, no reliance can be placed on the report of the Joint Committee which otherwise also suffers from various other errors and infirmities stated below.

9. Before further elaborating on the simply formal objections against the observations, findings and recommendations made in the Report of the

Joint Committee, the following factual background given in chronological order may kindly be noted by this Hon'ble Tribunal:

B. RELEVANT FACTUAL BACKGROUND

July, 1995/May 1996: Layout plan/ building plans to develop the Ambience Lagoon Residential Apartment Complex ("Residential Complex") with proposed 24 meter wide approach road from NH-8 were sanctioned by Department of Town & Country Planning (DTCP). Out of total land area of 10.98 acres of land, 3.87 acres was to be used for 24 meters wide road so as to provide connectivity from Residential Complex to Delhi Jaipur National Highway (NH-8). Accordingly, the remaining land of 7.11 acres was to be used for various developments of Residential Complex within its boundary wall. Details of utilization of above said 10.98 acres of land are summarized in the table below:-

s. No*	Use	Area (in acre)	**Remarks**	Percentage
1	Areas under Apartment Block	2.05	Built up	18.67
2	24 mtr. road from NH-8 to Ambience Lagoon Complex	3.87	Open services	35.25

3	Internal & other road	1.40	Open Services	12.75
4	Organized greens	1.68	Open Services	15.30
5	Other social & physical infrastructure e.g. school, EWS flats, ramps, sewage/water treatment plant, pump house, electric sub-station, generator room .. and other uses /services etc.	1.98	Open Services	18.03
Total		**10.98**		**100.00**

1997: Respondent No. 6 commenced development of Residential Complex with the construction of a wall to give the necessary support to develop the abovesaid 24 meters wide access road. It was followed by construction and development of boundary/compound wall, Residential Complex and other physical infrastructure works e.g., laying of sewage and storm water disposal system, water pipeline, underground power cables, street lightings, plantation of trees/plants and landscaping etc. commensurate to the developments in the

integrated colony i.e. Ambience Island on 132.065 acres and surroundings. It is pertinent to submit that minor alignment in the line and contours of some khasra nos. which formed part of 10.98 acres of land of Ambience Lagoon Complex with the adjoining land owned by M/s Alankar Apartments Pvt. Ltd. was made while constructing the boundary/ compound wall of Ambience Lagoon Complex in 1997-99. Said alignment in boundary/ compound wall of Ambience Lagoon Complex was made solely with the object of straightening of boundary/ compound wall of Ambience Lagoon Complex, and for better, efficient and effective utilization of the land within the boundary/ compound wall of Ambience Lagoon Complex. It was however made sure by the Respondent No. 6 that in the process of said alignment, total area within the boundary/ compound wall of Ambience Lagoon Complex was not reduced or compromised in any manner.

1998-2000: Respondent No. 6 completed the development of the superstructure of 13 blocks of Residential Complex and other development works including 24 Mtrs. wide access/ approach road for which 3.87 Acres of land was used from total land area of 10.98 Acres.

2000-2001: The Respondent No. 6 herein commenced marketing/ booking/ sale of apartments in the Ambience Lagoon Complex. It is submitted that in all the advertisements, Ambience Lagoon Complex was depicted as an integral part of the integrated colony Ambience Island on 132.065 acres. Moreover, whatever was stated in the Brochure, Newspaper

Advertisement, Apartment Buyers Agreement, and/or other representations made by the Respondent No. 6 to the any prospective buyer of apartments in Ambience Lagoon Complex was constructed at the site and any proposed buyer was free to visit the site and make verifications

before booking/ buying of apartment at Ambience Lagoon Complex. Applications for booking of an apartment in the Ambience Lagoon Residential Complex were accepted with specific representation that the said complex was developed on 10.98 acres of land. This fact was duly incorporated and reflected in the application form and Apartment Buyers Agreement and in the Deed of Declaration filed by the Respondent No. 6 in terms of provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules thereunder and the Apartment Ownership Act, 1983 and Rules thereunder.

25.10.2001: Respondent No. 5, DTCP approved the zoning plan of Residential Complex on 10.98 acres of land vide Memo No. 14165. True copy of the letter dated 25.10.2001 regarding the approval of zoning plan is annexed as **ANNEXURE O-5.**

31.12.2001: DTCP issued Occupancy Certificate on completion of the construction of 13 building blocks and club in Residential Complex.

10.01.2002: DTCP issued Part Completion Certificate with respect to the completion of requisite development works and services, etc. related to Residential Complex, true copy of which annexed as **ANNEXURE O-6.**

14.01.2002: Respondent No. 6 submitted applications along with building plans for the construction of two more building blocks i.e. B1 as a regular building block for left over FAR of 175 of 10.98 acres of land and C1 for the Economically Weaker Sections **("EWS")** for reserved FAR for development of EWS flats in Residential Complex.

31.01.2002: DTCP granted permission for the construction of the buildings plans of EWS C-1 and Regular B-1 block in the Residential Complex.

2000-2011 Applicant No. 1 to 7 signed and executed their respective Apartment Buyers Agreement for purchasing their respective apartment in the Residential Complex on 14.09.2002, 01.09.2000, 30.11.2006, 11.11.2010, 16.05.2011, 01.10.2002, and 18.03.2004 respectively.

2004: Respondent No. 6 on the persistent request of owners of Residential Complex to develop the EWS flats outside the boundary/compound wall of the Residential complex decided to convert C-1 building block into a regular apartment building block. It is pertinent to mention that FAR required for

EWS flats has to be kept reserved out of the total permissible FAR for the housing complex. Therefore, FAR of additional land admeasuring 0.85 acre was added to 10.98 acres of land for compounding/ regularization of building block C-1 as regular building block instead of EWS blocks. With the addition of abovesaid area of 0.85 acre, total land area of the Residential Complex became 11.83 acres (10.98 acres + 0.85 acres) inclusive of 3.87 acres used for 24 Meters wide access road from NH-8 as explained above.

09.11.2004: DTCP approved the Zoning Plan for the integrated colony namely "Ambience Island" to be developed in 132.065 Acres permitting mixed land use of residential group housing and Commercial Tower with ancillary physical and social infrastructure developments on the total land of 132.06 acres comprising of the area of all licenses issued till that date. Residential Complex was integral part of the above integrated colony. True copy of the letter regarding approval of Zoning Plan dated 09.11.2004 is annexed as **ANNEXURE O-7.**

01.03.2005: DTCP approved Master Layout Plan of the integrated Ambience Colony/ Township on 132.065 acres. Total 29 plots were carved out in the integrated colony namely Ambience Island. Plot of Residential Complex was marked as Plot No. 29, whereas plot of land measuring 5.81 Acres to be used for Ambience Corporate Office Tower- II ("Commercial Tower") was marked as Plot No.3. It may be mentioned that Plot No. 3 being adjoining to Plot No. 29 consisted of area of 5.807 acres

of land comprised in Khasra Nos. 536 and 526 which are not covered by license No. 19 of 1993. True copy of the above Master Layout Plan of the integrated Ambience Colony/ Township dated 01.036.2005 is annexed as **ANNEXURE O-8.**

02.03.2005: DTCP granted Occupation Certificate for two building blocks B-1 & C-1. Final layout plan of Residential Complex (hereinafter referred as "Final Approved Plan") was approved on 2.3.2005. As per the above said plan, entire land of 11.83 acres allocated for Residential Complex has been utilized in the following manner:

(a) 7.96 (7.93 acres + 0.85 acres) utilized within the boundary/ compound wall of Residential Complex comprising of 15 building blocks of regular apartments, club with facilities, swimming pool, jogging track, fountains, 15% organized greens and other open/ common areas.

(b) 3.87 acres outside the boundary/compound wall of Residential Complex for development of 24 m wide road (700 mtrs. long) developed to provide access to Residential Complex from NH-8. In fact, after the completion, almost 80% of the total area of the Residential Complex was kept open for roads, services, and other common areas.

25.03.2009: A Deed of Declaration was submitted by the Respondent No. 6 under Haryana Apartment Ownership Act, 1983 in respect of the land of the Residential Complex admeasuring

11.83 Acres i.e. [10.98 acres + 0.85 acre. This Deed of Declaration specifically mentioned that that the Residential Complex was an integral part of integrated Colony Ambience Island being developed on 132.065 Acres and 24 meters wide access road to Ambience Lagoon Complex from NH-8 is a colony road.

01.09.2010: DTCP sanctioned the construction of Commercial Tower on Plot No. 3 admeasuring 5.807 acres of land comprising of Khasra nos. 526 and 536 which were part of another License No.13 and License no.14 of 2004 issued in respect of land comprising in different Khasras other than Khasra Nos. of License no.19 of 1993 be it original for 18.98 acres or amended for 10.98 acres of land in Village Nathupur, Gurgaon. The above two khasra Nos. 526 and 536 are distinct and independent and have no relation to the land admeasuring 10.98 acres (now 11.83 Acres as explained above) on which the Residential Complex is built. However, Plot No.3 is adjoining to Residential Complex and some very minor adjustment in the line and contours between the two plots of land were made in 1997-98 for straightening of the boundary/compound wall of Residential Complex purely for better, efficient and effective utilization of land falling within the compound wall of Residential Complex.

From the above stated facts, it is evident that no part of the land forming part of the Residential Complex was used for construction of Commercial Tower.

01.09.2010: State Environment Impact Assessment Authority ("SEIAA") granted Environment Clearance **("EC")** to Respondent No. 6 for development of Commercial Tower on abovesaid Plot No.3 admeasuring 5.81 acres land.

It is pertinent to mention that much prior to the issue of above said EC for Corporate Tower, the layout plan, building plan and final plan of the Residential Complex were sanctioned and approved and occupancy certificate were issued between 2001 and 2005. No EC was required to be obtained for construction project of the Residential Complex prior to 14.9.2006 when EIA Notification was issued.

31.01.2012: Association of owners/residents of Residential Complex filed a Writ Petition bearing W.P. (C) No. 2147 of 2012 **("2012 Petition")** before the Hon'ble High Court of Punjab and Haryana for quashing of sanction letter dated 1.9.2010 granting permission for construction of the commercial building.

Similarity in the allegations made and issues arising in the above Writ Petition No. 2147/2012 and present OA No. 238/2015 in respect of same subject properties have been stated and explained hereinabove.

19.05.2015: Applicants 1 to 7 filed an Application being OA No.160 of 2015 this Hon'ble Tribunal**.** Vide order dated 19.5.2015, Applicants 1 to 7 were permitted to withdraw the said application with the permission to file another application with

specific reference of the accrual of cause of action and limitation period.

29.06.2015: DTCP Haryana, vide Memo dated 29.06.2015, issued Occupancy certificate for Corporate Tower developed on Plot No.3 of Ambience Island Integrated Colony.

03.09.2015: DTCP filed its Written Statement to the present OA stating that the construction of Corporate Tower was strictly in accordance with the approved building plans and open area earmarked for the Residential Complex had not been usurped in any manner. True copy of the above written submission is annexed as **ANNEXURE O-9**.

29.03.2016 Applicant Nos. 1 to 7 and Appellant gave their No-Objection to the filing of the Status Report by DTCP by referring to the sanctioned layout plan which was submitted with and formed part of the Deed of Declaration dated 25.03.2009 filed by the Appellant with DTCP. The said plan filed with Deed of Declaration was/is the final approved plan of the Residential Complex approved in March 2005 by DTCP. (The above No objection is recorded in NGT order dated 29.03.2016).

05.05.2016: DTCP filed a Status Report before this Hon'ble Tribunal wherein it was stated as under:

"After the due site inspection by the respondent herein it has been observed that the construction of the Ambience Lagoon Complex has been done in accordance with the approved lay out plan for the lagoon residential apartment complex at Plot No. 29. The park and green area have been provided as per the approved lay out plan of the Ambience Lagoon Complex. The open area including the green area onsite at the time of inspection is 6670.97 sq meter, which is as per the approved/sanctioned plan of the total area as mentioned in Annexed as Annexure R1.... There is no violation as regards to green area and open areas vis-a -vis the layout plan approved by the Respondent no. 5."

25.08.2016: The Respondent No. 6 addressed a letter dated 25.08.2016 to the Ld. Court Commissioner stating that the DTCP Gurgaon had wrongly filed the earlier sanctioned site plan of the Lagoon residential complex, along with its status report. It was brought to the notice of the Ld. Court Commissioner that the DTCP ought to have filed the completion plan of Lagoon Residential Complex. The Respondent No. 6 herein also annexed the completion plan of the Residential complex for the perusal of the Ld. Court Commissioner. The Ld. Court Commissioner was informed that the completion plan was relevant to ascertain the green areas existing at the site and as per law in a group housing complex green areas are required to be provided to the extent of 15% of the area of the complex and the same has been done as per the completion plan and is in existence at the site. True copy of the letter dated

25.08.2016 sent by Respondent No. 6 to the Ld. Court Commissioner is annexed as **ANNEXURE O-10.**

19.09.2016: DTCP also filed M.A. 968 of 2016 before the Hon'ble Tribunal stating that due to inadvertence/ mistake an earlier sanctioned plan annexed as R-1 to its status report dated 05.05.2016 was annexed in place of Final Approved Plan of Ambience Lagoon Complex approved in March 2005 by DTCP which was filed by Respondent No. 6 with Deed of Declaration dated 25.03.2009. It was also submitted that the said Final Approved Plan was part of Deed of Declaration filed with DTCP. It was further stated that green areas/ spaces at site were also left on the basis of the said Final Approved Plan of Residential Complex. It was categorically stated that 15% open/green spaces as per provisions of zoning plan existed at site. True copy of MA/968/2016 is annexed as **ANNEXURE O-11.**

19.09.2016: Ld. Court Commissioner filed his report before the Hon'ble Tribunal on the basis of earlier sanction plan which was subsequently revised as per the final approved plan sanctioned by DTCP in March 2005. The plan considered by the Ld. Local Commissioner did not depict the actual and physical site conditions. It is pertinent to mention here that alleged violations/deviations mentioned in the report of Local Commissioner regarding Area Nos. 10 and 11 shown in the earlier sanction plan were in relation to the land area admeasuring only 427 sq.mt. and 688.77 sq. mtrs. respectively

i.e. total land area of 1115.77 sq. mtr.) which worked out to be 2.33% of the total land area of Residential Complex.

03.10.2016: The Respondent No. 6 filed its objections/reply to the report of the Ld. Court Commissioner dated 19.06.2016.

The Respondent No. 6 *inter-alia* raised the following objections:

1. The Ld. Local Commissioner has exceeded its brief, as he was only required to inspect the site with regards to area no. 10 & area no.11 shown on the initial sanctioned plan of Ambience Lagoon Complex dated 06.05.1996 and there was no direction for him to inspect any other area.
2. The Ld. Local Commissioner did not file the letter sent by the Respondent No. 6 to the Ld. Local Commissioner dated 25.08.2016 attaching therewith the existing/submitting completed plans i.e. As Built Plan/Final Approved Plan of the Ambience Lagoon Complex.
3. The Local Commissioner did not consider or mention the report filed by the District Town Planner dated 19.09.2016.
4. The Ld. Court Commissioner did not file the measurements taken by him of the open spaces/green areas of the Ambience Lagoon Complex in presence of the parties and the officials of DTCP.

18.11.2016: Notice was issued in M.A. No. 968/2016 filed by DTCP by which the final approved plan of the Residential Complex was

placed on record in place of the earlier sanctioned plan inadvertently filed with Status Report dated 5.5.2016.

25.01.2017: M.A. No. 968/2020 was listed again before this Hon'ble Tribunal, however, the same was adjourned as service was not affected upon the Central Ground Water Authority ("CGWA") (Respondent No. 11).

09.01.2018: In its order passed by the Hon'ble Tribunal which recording the respective submissions of the parties and their request to make further elaborate submission, adjourns the matter to 24.01.2018. It is pertinent to mention here that this this Hon'ble Tribunal had not given any finding regarding deviation from or violation final completion plan committed by the Respondent No. 6, be it regarding green area or open area or any other non-compliance.

07.11.2019: The MoEF & CC submitted its report by quantifying the environmental compensation at Rs. 68,51,250/-. It is relevant to mention here that the violation pointed out in the said report of MOEF pertain to the conditions of Environment Clearance dated 01.09.2010 issued for construction of Ambience Corporate Office Tower II on Plot No.3 and not relating to any construction of Ambience Lagoon Complex on Plot No.29 which as stated above did not require Environment Clearance at the relevant time of its construction Further nowhere in the report of MoEF, there has been any finding/allegation

regarding any illegal construction and/or usurping of or not providing of organized green/open space either at Ambience Lagoon Residential Complex or Ambience Corporate office Tower II. Further, the MoEF & CC for determining the environmental compensation has adopted the criteria applicable in case of industrial units causing pollution or environment degradation. Without prejudice to the Respondent No. 6's stand, that there is no violation on part of the Respondent No. 6, it is submitted that such criteria cannot be applied for imposing environmental compensation on a commercial complex (having no industrial unit) which is of a very different nature and far less serious as compared to the illegal activities and non-compliances by any such industrial units causing pollution, more so when there is no evidence of any environmental damage or loss caused to any one due to non- compliances of EC noticed by MoEF&CC during the inspection of the premises of commercial complex. The said report of MOEF&CC is annexed as **ANNEXURE O-12.**

09.01.2020: This Hon'ble Tribunal passed order 09.01.2020 directing the Respondent No. 6 to make a payment of the interim compensation of Rs. 68,51,250/- within a period of one month and directed to keep further question open i.e. whether illegal construction was to be demolished or the issue of quantification of compensation may need to be gone into. Respondent No.6 deposited the above amount of compensation without prejudice to the rights and contentions.

16.01.2020: Hon'ble High Court of Punjab & Haryana disposed off CWP 2147 of 2012 filed by ALARWA raising the issue regarding alleged use of green and open area of Lagoon Residential Complex for construction of the commercial tower-II with the following observation:

> *"At the outset, Mr. Mittal Ld. State Counsel submits that the matter will be reconsidered by the Director General, Urban Estate, Department of Town and Country Planning within 3 months and a speaking order shall be passed which be duly conveyed to the Petitioner. It is made clear that while reconsidering the issue Order Annexure P-11 shall not stand in the way of the concerned Authority."*

30.01.2020: Written submissions were filed by Respondent No. 6 in terms of the order dated 09.01.2020.

10.02.2020: The Respondent No. 6 filed a Review Application bearing No. 10/2020 in OA No. 238 of 2015 seeking review of order dated 09.01.2020 passed by this Hon'ble Tribunal.

11.02.2020: This Hon'ble Tribunal in continuation of its earlier Order dated 09.01.2020 passed another Order dated 11.02.2020 and appointed a Joint Committee comprising of members from MoEF & CC, Central Pollution Control Board ("**CPCB")** and Indian Institute of Forest management, Bhopal **("IIFM")** to

assess environmental compensation and accordingly furnish a report.

13.02.2020: Review application filed by Respondent No. 6 seeking review of order dated 09.01.2020 was dismissed on the ground that the said order was primarily based upon the findings given in the report dated 19.09.2016 of the Ld. Local Commissioner and the Respondent No. 6 did not file any objections to the same.

03.09.2020: Joint Committee visited the site of Residential Complex and Corporate Tower.

29.09.2020: Respondent No. 6 submitted detailed information and relevant documents to the joint committee and also sought hearing before it.

October, 2020: In compliance of order dated 16.01.2020 passed CWP No. 2741/2012, hearing took place before Director General, DTCP, Respondent No. 5 which was attended by the representatives of Respondent No. 6 and former and present office bearers of the Association of the owners of flats in the Residential Complex. The DTCP reserved its orders on 19.10.2020.

03.12.2020: The Joint Committee submitted its report before this Hon'ble Tribunal without taking into consideration the relevant information and documents submitted by Respondent No. 6 vide its letter dated 29.09.2020.

05.08.2021 DTCP, Haryana passed order in compliance of order dated 16.1.2020 passed in CWP No.2147 of 2012 by Hon'ble High Court of Punjab & Haryana by holding that no part of the land of the Lagoon residential complex was used for construction of the commercial tower at plot No. 3

C. FORMAL OBJECTIONS/ RESPONSE TO THE REPORT DATED 03.12.2020 SUBMITTED BY THE JOINT COMMITTEE

Without prejudice to the above contentions and submissions, it is submitted that the findings, observations and recommendations made in the Report of the Joint Committee suffer from gross infirmities, errors and non-application of mind for the reasons stated hereinafter. It is further submitted that the Joint Committee has not only deviated from the task assigned to it by this Hon'ble Tribunal, but it has gone beyond the scope of the task assigned to them as per order dated 11.02.2020.

I. NON-CONSIDERATION OF INFORMATION AND DOCUMENTS SUBMITTED BY RESPONDENT NO. 6 VIDE LETTER DATED 29.09.2020

(i) The Ld. Committee has completely ignored the relevant facts, information and documents provided by Respondent No. 6 vide its

letter dated 29.09.2020. Pursuant to the visit of the Ld. Joint Committee on 21.09.2020, the Respondent No. 6 submitted the said letter in the light of the queries and discussion which took place between the Members of the Ld. Committee and the officials of Respondent No. 6. Further, no hearing was given by the Joint Committee to the Respondent No. 6 inspite of a request being made. Going by the principles of natural justice and fair play, the Joint Committee ought to have heard Respondent No. 6 before recording adverse observations which even otherwise are erroneous and prejudicial to the interest of Respondent No. 6. True copy of the above said letter dated 29.09.2020 with annexures is annexed as **ANNEXURE O-13 (Colly.).**

(ii) The Respondent No. 6, vide the said letter dated 29.09.2020, had given a detailed description regarding the construction of commercial tower (Ambience Corporate Tower at Plot No. 3), admeasuring 5.81 acres, which is a completely different plot of land having separate Khasra Nos. bearing no. 526 and 536 and thus, has no co-relation with the land forming part of Ambience Lagoon Apartment Complex. The Respondent No. 6 further submitted that the green/ open area has increased from 1.68 acres to 2.02 acres, which is more than 15% of the area of the colony, as required under law. The said fact was completely over-looked by the Joint Committee while preparing its Report.

II. MISPLACED RELIANCE ON THE JUDGMENT DATED 10.07.2020 PASSED IN CWP NO. 20330/2015

(a) The Ld. Joint Committee has grossly erred in relying upon the findings in the order dated 10.07.2020 passed in CWP No. 2741/2012 by the Hon'ble High Court of Punjab & Haryana High Court. The Ld. Joint Committee has failed to consider that the Respondent No. 6 has challenged the order dated 10.07.2020 before the Hon'ble Supreme Court by way of a Special Leave Petition bearing SLP (C)No. 11480/2020. The Hon'ble Supreme Court vide its order dated 08.10.2020 has directed as follows:

> *"In the meantime, no coercive steps be take(n) by any of the authorities..."*

(b) In view of the fact that the Hon'ble Supreme Court is seized of the matter and in light of the above-mentioned order passed by the Hon'ble Supreme Court, the Ld. Joint Committee ought not to have placed reliance upon the order dated 10.07.2020, which is subject matter of challenge before the Hon'ble Supreme Court.

III. RE: ERRONEOUS OBSERVATIONS MADE IN PARA 3.1.1 OF THE JOINT COMMITTEE REPORT DATED 03.12.2020

(i) The Committee has erred by observing that the area of Ambience Lagoon Apartments excluding EWS area ought to have been 10.98 acres. In fact, out of 10.98 acres, the land measuring about 3.05 acres was used for 24 Mtrs. wide approach road connected with NH-8. Joint Committee proceeded by taking into consideration the baseless claim of Applicant No. 1 to 7 that out of 10.98 acres, an area of 3.05 acres was used and converted for construction of a commercial tower, however the said fact cannot

be substantiated from any document on record. There is no illegal construction in the commercial complex nor any part of the Lagoon Housing Complex has been used for the construction of commercial complex as wrongly observed in the report.

(ii) The Committee has grossly erred by relying upon google images while recording two different figures about the size of the land of Commercial Tower i.e. 2.75 Acres and 3.27 Acres respectively, whereas both the above figures are factually incorrect as the land on which the Commercial Tower has been built admeasures 5.80 acres equaling to 23,500 Sq. Mtrs. which is clearly mentioned in the building plan sanctioned by Respondent No. 5 (DTCP).

(iii) Ld. Committee grossly erred in observing that only the front road area which is 1.87 acres may be considered as part of area of Residential Complex. Ld. Committee has not appreciated the fact that Residential Complex was the first project in the Special Zone. Pertinently, 3.87 acres of land were utilized for constructing a 700 mtrs. long access road to the Residential Complex from Delhi Jaipur Highway. This road was necessary and without which there would have been no access to the Lagoon housing complex from the main Highway. Without the construction of the said road, neither licence no.19 of 1993 for 10.98 acres would have been issued nor would the layout plan of Ambience Lagoon Complex on 10.98 acres been approved by the competent authority due to lack of provision for approach road being the requirement in compliance with provisions of Haryana Development and Regulations of Urban Areas Act, 1975 and Rules 1976. The said fact was also reflected in the Apartment

Buyers Agreement and the Deed of Declaration filed by Respondent No. 6 in 2009.

(iv) The Ld. Committee has grossly erred by observing that Respondent No. 6 has constructed more built-up area than what is mentioned in EC. In this regard it may be stated that as per the corrigendum issued by SEIAA, the built-up area of the Commercial Tower is 79,290 Sq. Mtrs instead of 72,290 Sq. Mtrs. wrongly mentioned in the EC dated 01.09.2010. It is important to mention here that the Respondent No. 6 had not made any submission regarding the built-up area of Commercial tower being 78,000 sq. mts. True copy of the said EC dated 01.09.2010 is annexed as **ANNEXURE O-14** and that of the approval of building plans of commercial tower on plot no. 3 dated 01.09.2010 is annexed as **ANNEXURE O-15.**

(v) The Ld. Committee has wrongly concluded that that some of the blocks of the Lagoon Apartment are not getting proper sunlight and air. Set-backs as per laid down norms have been left in both the Residential Complex and Corporate Tower and requisite distance has been kept between the two buildings. Further, there is no stipulation in EC dated 01.09.2010 that height of the Corporate Office Tower shall be less than the height of the Residential Complex. The height of Corporate Tower is in accordance with the sanctioned plans and bye laws. After completion of construction and development of both the buildings, occupancy certificates were issued by competent authority after verification of all applicable norms and bye laws

and no deficiency has been found by the authority. True copies of the Occupancy Certificate Memo No. 1670 dated 31.12.2001, the Final Approval Plan dated 02.03.2005 and the Occupancy Certificate for Corporate Tower on plot no. 3 dated 29.06.2015 are annexed as **ANNEXURE O-16, O-17 & O-18** respectively.

(vi) The Ld. Committee overlooked a crucial fact that as per the sanctioned layout and building plans of Residential Complex, an area of 3.87 acres would be utilized for construction of 24 meter wide road providing access to Residential Complex from NH-8. The balance area was to be utilized for development work within the boundary / compound wall of Residential Complex. The area within the boundary/ compound wall of Residential Complex is 7.96 acres. Even the Applicants have admitted the existence of an area of 7.93 acres within the boundary/ compound wall of Residential Complex. Minor variations of 0.03 acres (equal to 121 sq. mtrs) may be due marginal variation in measurement.

(vii) The Ld. Committee has failed to consider that contents of the registered Deed of Declaration dated 25.03.2009 and final approved plan of the Lagoon Residential Complex annexed with the said Deed of Declaration. The perusal of the above two documents would have clearly demonstrated the following facts:

(a) Out of 10.98 acres, land measuring 3.87 acres was used for construction of 24 Mtrs. wide access road connected with National Highway;

(b) The remaining land of 7.93 acres formed part of the Lagoon Residential Complex. Further, 0.85 acres of land was added to the said 7.93 acres and thus, the total area inside the Lagoon Residential Complex became 11.83 acres (including 3.87 acres used for access road), which continues to be so as on date.

True copies of the said Deed of Declaration dated 25.03.2009 is are annexed as **ANNEXURE O-19.**

(viii) The Joint Committee failed to take note of the fact that there was no further revision of the final approved plan of March 2005 which was annexed with the Deed of Declaration dated 25.03.2009.

IV. ERRORS AND INFIRMITIES IN THE ASSESSMENT OF ENVIRONMENT COMPENSATION UNDER DIFFERENT HEADS

(A) RE: ALLEGED ILLEGAL CONSTRUCTION OF COMMERCIAL TOWER IN LAGOON RESIDENTIAL COMPLEX:

(i) The Ld. Joint Committee has proceeded on an erroneous assumption that the Commercial Tower has been constructed on the land forming part of the Lagoon Residential Complex. Even in terms of the order dated

11.02.2020 passed by this Hon'ble Tribunal, the environmental compensation was to be assessed on the basis of the project cost incurred on the construction over such land which was earmarked as open/ green areas in the Residential Complex. **(Para 16 of order dated 11.02.2020).** The Ld. Committee has arbitrarily and erroneously assumed that the entire structure of the Commercial Tower has been built on the land which was earmarked for and part of the Lagoon Residential Complex. The above erroneous premise and presumption forms the very basis of the Report, therefore, it has led to consequential erroneous observations and findings thereby vitiating the entire Report. Accordingly, since no area of the residential complex was used for construction of commercial tower, no environmental compensation could be levied. True copy of the above Order dated 11.02.2020 is annexed as **ANNEXURE O-20.**

(ii) The Ld. Joint Committee did not have any evidence or material before it showing that any area of the Residential Complex was utilized for constructing the Commercial Tower.

(iii) The Ld. Joint Committee has grossly erred by treating the present case similar to the case of *M/s. Goel Ganga India Pvt. Limited Vs. Union of India and Others;* (2018) 18 SCC 257, decided by the Hon'ble Supreme Court. There is no similarity of facts in these two cases. Reliance placed by

the Committee on the judgment of the above case of Goel Ganga Developers is totally misplaced and erroneous. In the case of Goel Ganga Developers, the builders had built more than 1,00,002 Sq. Mtrs. as against the built up area of 57658 Sq. Mtrs. as per the EC issued by SEIAA. Whereas in the present case the total built up area of the Commercial Tower is in accordance with EC dated 01.09.2010 read with its corrigendum dated 20.04.2011 issued by SEIAA which further shows that no area of the land of Lagoon Residential Complex has been used for constructing commercial tower at adjoining Plot No. 3. True copy of the above judgment *M/s. Goel Ganga India Pvt. Limited Vs. Union of India and Others;* (2018) 18 SCC 257 is annexed as **ANNEXURE O-21.**

(iv) The Ld. Joint Committee has erroneously relied upon the data provided on a private commercial website of a Real Estate broker namely Growlandcapital.com and has erred by considering 10,67,957 sq. ft. area as built up area of the Commercial Tower. No authenticity could be attached to the above figure taken by the Committee for the purpose of quantifying Environmental Compensation.

(v) The Ld. Joint Committee, while calculating the project cost of Commercial Tower, has considered period of construction as 2018-19, whereas the construction of the Commercial Tower was completed between 2011 and 2015, and the same is evident from EC dated 01.09.2010 &

Sanctioned Building Plan dated 01.09.2010 and Completion Certificate issued by Respondent No. 5 on 29.06.2015.

(vi) That the Ld. Committee has grossly erred by applying the notified circle rate of 2018-19 i.e. Rs. 13,000/- per sq. ft. (being the rate meant for sale-purchase and registration of the immovable properties in Gurgaon) for determining the cost of the project of Corporate Tower. The circle rates notified for the purpose of sale/purchase of immoveable properties have no relevance for assessing the cost of construction of the Commercial Tower in question. This clearly shows total non-application of mind by the Ld. Committee.

(vii) Further, applying the rate of 10% of the project cost for determining the amount of environmental compensation is arbitrary in as much as the above rate was applied by the Hon'ble Supreme Court in the peculiar facts of the above referred case of Goel Ganga Developers which has no similarity to the facts of the present case.

(viii) In view of the above, the exorbitant figure of Rs. 138.83 Crores as environmental compensation determined by the Committee is apparently erroneous and liable to ignored/ rejected by this Hon'ble Tribunal.

(B) RE: JOINT COMMITTEE'S REPORT HAS IGNORED THE REPORTS OF DEPARTMENT OF TOWN AND COUNTRY PLANNING (DTCP) AND OTHER AUTHORITIES

i.) From the below mentioned details it would be evident that the Joint Committee has ignored the reports of various statutory authorities including Haryana State Pollution Control Board (HSPCB) and DTCP. HSPCB and DTCP in their reports did not observe or record any violation concerning the use of land area of the Lagoon Residential complex for the Commercial Tower. Pertinently, The Report of MoEF&CC submitted in November 2019 was concerning the said Commercial Tower and was not relating to the Lagoon Residential Complex. As per the Status Report filed by Respondent No. 5 (DTCP) and the final approved plan of Residential Complex filed on record and building sanction plan of Commercial Tower, no open area of the Residential Complex has been used in construction of the Commercial Tower. The commercial tower has been built on a separate plot, which is adjoining the Residential Complex, and is built on a land bearing different Khasra Nos. As per the Status Report filed by DTCP, more than 15% green area, as required, has been provided in the Residential Complex. The Joint Committee failed to take note of the fact that there was nothing on record to show that any land area out of 10.98 Acres was used for Residential Complex and 24 Mtrs. access road was used for constructing the commercial tower. Further, the report of the Local Commissioner suffered from serious

errors, more so when the objections filed by Respondent No. 6 against the said Report were/are still pending. True copy of the Status Report filed by Respondent No. 5 (DTCP) is annexed as **ANNEXURE O-22**, and that of the report filed by HSPCB is annexed as **ANNEXURE O-23** and that of the Local Commissioner Report dated 19.09.2016 & the Objections dated 03.10.2016 filed by the Respondent No. 6 to the Local Commissioner Report is annexed as **ANNEXURE O-24** & **O-25** respectively.

S. No.	Date	Authorities	Relevant Findings
i.	05.05.2016	DTCP	**Illegal Construction:** NO reference to any construction violation – construction in accordance with approved layout plan. (Para 7). **Green Area:** Green/ open area is as per the approved / sanctioned plan. The open area including the green area on site at the time of inspection, the area of 6670.97 sq. mtr. is as per approved plan. (Para 8). **Compensation:** NO reference to the same.

ii.	07.11.2019	HSPCB	**Illegal Construction:** NO reference to the same. **Green Area:** NO violation of the Order dated 10.04.2015 passed by the Hon'ble Tribunal in *Vardhaman Kaushik v. UOI (supra).* (Para 2) **Compensation:** NO reference to the same.

ii.) Pertinently, MoEF & CC *vide* its report dated 07.11.2019 had assessed an Environmental Compensation of Rs. 68,51,250. This Hon'ble Tribunal placing reliance upon the said Report had directed Respondent No. 6 to deposit the said amount *vide* its Order dated 09.01.2020. Respondent No. 6, in compliance of the said Order and without prejudice to its rights deposited the said amount of Rs. 68,51,250/- with the Central Pollution Control Board (CPCB). A Copy of the proof of payment made by the Respondent No. 6 to the CPCB is hereto marked and annexed as **ANNEXURE O-26.**

iii.) Despite the payment made by the Respondent No. 6, the Ld. Joint Committee has now recommended imposition of a hefty Environment Compensation of Rs. 1,49,16,47,225/-

over and above the already deposited amount of Rs. 68.51 Lacs.

(C) RE: REGULAR EARNING FROM ALLEGED ILLEGAL CONSTRUCTION OF THE COMMERCIAL TOWER

(i) The observations made and figures arrived at by the Ld. Joint Committee under the abovementioned heads are based on the erroneous exercise done in para 2.1 of the Report which are not sustainable for the reasons stated above. Consequentially, the figure of 1,53,78,58,080/- as alleged yearly earning of Respondent No. 6 arrived at by the Committee mentioned is totally arbitrary, imaginary and grossly erroneous, therefore, even figures of 38.44. and 76.89 Crores per year mentioned in the Report are unsustainable.

(ii) The Ld. Joint Committee has wrongly recommended withholding of certain percentage of profits earned by the Respondent No. 6 from the said project. In any case, the said findings are not only unsubstantiated but also beyond the scope of the ambit of work assigned to the joint committee.

(iii) The calculation of the yearly rent from the Commercial Tower building has been done by taking the erroneous figure of 10,67,957 sq. ft. as built up area which has been borrowed from the website of a private property broker.

Further, even the rate of monthly rental i.e. Rs. 120/- per sq. ft. has also been taken from the same private broker's website. In any case, it is well known that basement area being part of the total built up area and is used for parking and storage purpose only and is not leased out. The Built up area of 3 basements in the Commercial Tower is about 25226.193 Sq. Mtrs.

(iv) The decision of the Ld. Joint Committee imposing additional amount as fine for last three years is uncalled for. The Consent to Operate dated 31.08.2017 of Commercial Tower issued by the State Pollution Control Board continues to be valid till September 2021. Therefore, there was no occasion for the Ld. Joint Committee to impose such a heavy fine on the Respondent No. 6. True copy of the above Consent to Operate dated 31.08.2017 is annexed as **ANNEXURE O-27.**

(D) <u>RE: ALLEGED VIOLATION OF EC DATED 01.09.2010 AND OF ITS STIPULATED EC CONDITIONS</u>

(I) The Ld. Joint Committee has grossly erred by revising the environment compensation on account of alleged violations of the EC dated 01.09.2010 issued by SEIAA.

(II) The Committee has erred by observing that the excavation work of the Commercial Tower had started before the grant of EC dated 01.09.2010. The Google images cannot be

relied on as evidence regarding construction activity at the site. The Google images of different dates and years cannot be relied upon by the Ld. Joint Committee to come to a conclusion that excavation work at site of the Commercial Tower had started prior to grant of EC.

(III) The Ld. Joint Committee has grossly erred by observing that the Respondent No. 6 had increased the built up area of the project or height of the project. The initial inadvertent error/ discrepancy in EC dated 01.09.2010 regarding total built up area was rectified by SEIAA by issuing a corrigendum dated 20.04.2011 by substituting the figure of "**72290 sq. mtrs**." with "**79290 Sq. mtrs.".** True copy of the said corrigendum dated 20.04.2011 issued by the SEIAA is annexed as **ANNEXURE O-28.**

(IV) The Ld. Joint Committee has erroneously assumed that by making 3 instead of 4 basements sanctioned in the building plan dated 01.09.2010, Respondent No. 6 has used the area allocated for 4th basement by increasing built up area. The above observations are based on no material on record.

(V) The Ld. Joint Committee has grossly erred by applying CPCB's criteria/ formula meant for determining environmental compensation to be imposed on industrial units which pollute the environment by discharging untreated effluent. The said formula cannot be applied in the present case which relates to construction of a Commercial Tower, which is of an entire different nature with much less gravity and impact on environment. The

above said formula cannot be applied for imposing the environmental compensation on a Commercial Tower, more so when there is no evidence of any environmental damage or loss caused to any one due to the non-compliances noticed by MoEF&CC during the inspection of the premises of Commercial Tower. True copy of the CPCB's criteria/ formula for determining environmental compensation to be imposed on industrial units is annexed as **ANNEXURE O-29.**

(VI) The Ld. Joint Committee ought to have appreciated that Report of CPCB relied upon by it has laid down formula/ criteria for environmental compensation for different purpose and for different establishments/ industries in the background of the orders of the Hon'ble Supreme Court order dated 22.02.2017 passed in Writ Petition No. 375/2012 which was transferred to this Hon'ble Tribunal and subsequent order dated 03.08.2020 passed this Hon'ble Tribunal in OA No. 593/2017. The above orders relate to the violations by industrial units and noncompliance by them on account of non-installation/ non operation of Effluent Treatment Plants (ETPs), Common Effluent Treatment Plants (CETPs) and Sewage Treatment Plants (STPs) and discharging untreated/ polluting effluent etc. None of the above orders nor the above Report of CPCB deal with assessment of environmental compensation payable by a commercial tower (having no industrial unit or activity) for violation of conditions of EC issued by the competent authority under EIA Notification dated 14.09.2006. True copies of the judgment

of the Hon'ble Supreme Court and order dated 03.08.2018 passed in OA No. 593/2017 are annexed hereto as **ANNEXURE O-30 (Colly.).** Therefore, the criteria adopted by the Ld. Joint Committee by revising the amount of environmental compensation to Rs.10.33 Crores is grossly erroneous and unsustainable.

(VII) Even otherwise, there is no discussion in the report about the extent of environmental damage or loss caused to any one including Applicants Nos. 1 to 7 due to alleged non-compliance of EC conditions. There is no evidence or material considered by the Committee which would show any loss of ecological services suffered by the Applicants due to the construction of the Commercial Tower which has been constructed on a land bearing different khasra numbers and no portion of which formed part of Lagoon Residential Complex. Allegations of alleged coverage of open/ green area of the Residential Complex by constructing Commercial Tower has remained unsubstantiated. No study was conducted by the Committee to assess the damage, if any, caused to the environment or whether any loss or denial of ecological services has taken place qua the Applicants so as to justify imposition of environmental compensation.

(VIII) The violations, if any, of EC conditions mentioned in the Report of MoEF&CC dated 07.11.2019 would not justify any revision/ enhancement of environment compensation to Rs. 10.33 Crores or any other figure, more so, when there is no evidence indicating any environmental damage

or degradation or loss of ecological services to Applicants No. 1 to 7 resulting from any such violations.

In view of the above facts and submissions, the Report of the Joint Committee is liable to be rejected outright and has no validity in law, and in view of the fact that the Hon'ble Supreme Court is squarely seized of the contents of the said report, nothing survives before this Hon'ble Tribunal. This is in addition to the submissions already made in the preliminary submissions herein above.

For Ambience Developers & Infrastructure Pvt. Ltd.

Authorized Signatory

(Authorized Signatory
of Respondent No. 6)

Through

Mohit Mudgal
D/1978/2020

R. Shivani
D/166/2021

Mohit Mudgal and Shivani Rautela
(Counsel for Respondent No. 6)
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Mobile No.: 8826733076, 9873472620
Email Id.: lexoffice21@gmail.com

New Delhi
08.09.2021

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,

PRINCIPAL BENCH, NEW DELHI

O.A. NO. 238/2015

In the matter of:

Shri Anil Uppal and Others ...Applicants

versus

Union of India and Others ...Respondents

AFFIDAVIT

I, G. S. Sachdeva, s/o Late Sh. Harbhajan Singh, aged 66 years, Office at L-4, Green Park Extension, New Delhi, Authorized Signatory of Respondent No. 6, Ambience Developers & Infrastructure Private Limited, do hereby solemnly affirm and state as under:

1. That I am the Authorized Person of the Respondent No. 6 company, authorized vide Board Resolution dated 27.08.2021 and am well conversant with the facts and circumstances of the present case and as such also fully competent to swear and affirm the present affidavit.

2. That the contents of accompanying objections are true and correct, based upon my knowledge, received from the records of Respondent No. 6 company, kept in normal course of its business. That nothing material has been concealed therefrom.

3. I say that the annexures filed along with the Application are true copies of their respective originals.

NOTARY GOVT OF INDIA SHAHJAHAN DELHI Reg. No. 10698 Exp. 23/07/2024

Deponent

Verification:

Verified at New Delhi on this 8th day of September 2021 that the contents of my above affidavit are true and correct to my knowledge and nothing material has been concealed therefrom.

09 SEP 2021

Ravi Kant
D/277/2020

Identified the deponent who has
Signed in my presence.

09 SEP 2021

Deponent

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km. ..... R/o .....
S/o W/o D/o .....
Identified by Shri ..... before me at Delhi
has solemnly affirmed the affidavit when
on ..... that the contents
have been read & explained to me are
true and correct to this & knowledge

Notary Public

33

NOTARY
SHAHJAHAN
DELHI
Reg. No. 10693
Exp. 25/07/2024
GOVT. OF INDIA

ITEM NO.10 Court 4 (Video Conferencing) SECTION IV-B

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) No(s). 11480/2020

(Arising out of impugned final judgment and order dated 10-07-2020 in WPC No. 20330/2015 passed by the High Court Of Punjab & Haryana At Chandigarh)

RAJ SINGH GEHLOT & ORS. Petitioner(s)

VERSUS

AMITABHA SEN & ORS. Respondent(s)

(FOR ADMISSION and I.R.
IA No. 96760/2020 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES
IA No. 96242/2020 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES
IA No. 96240/2020 - PERMISSION TO FILE LENGTHY LIST OF DATES
IA No. 96241/2020 - PERMISSION TO PLACE ADDITIONAL FACTS AND GROUNDS
IA No. 96746/2020 - PERMISSION TO PLACE ON RECORD SUBSEQUENT FACTS)

Date : 08-10-2020 These matters were called on for hearing today.

CORAM :
HON'BLE MR. JUSTICE UDAY UMESH LALIT
HON'BLE MR. JUSTICE VINEET SARAN
HON'BLE MR. JUSTICE S. RAVINDRA BHAT

For Petitioner(s) Mr. Harish Salve, Sr. Adv.
Mr. Mukul Rohatgi, Sr. Adv.
Ms. Ruby Singh Ahuja, Adv.
Mr. P.K. Agrawal, Adv.
Ms. Deepti Sarin, Adv.
Mr. Vishal Gehrana, Adv.
Mr. Vasu Singh, Adv.
Ms. Tannya Sharma, Adv.
Ms. Deepti Gupta, Adv.
M/S. Karanjawala & Co., AOR

For Respondent(s) Mr. Anil Grover, Sr. AAG, Haryana
Ms. Noopur Singhal, Adv.
Mr. Rahul Khurana, Adv.

Mr. Satish Kumar, Adv.
Mr. Sanjay Kr. Visen, AOR

Ms. Preetika Dwivedi, AOR

Mr. Kamini Jaiswal, AOR
Mr. R.S. Bains, Adv.
Ms. Rani Mishra, Adv.
Ms. Aditya Pandey, Adv.

UPON hearing the counsel the Court made the following

O R D E R

During the course of its judgment, the High Court referred to the promise given in the Brochure issued in 1998 in respect of amenities and facilities as under:

"Amenities and facilities

> **24 hour water supply with 100% power back-up Round-the-clock 3 Tier Security System with CCTVs and intercom. Cables, internet and Telephone wiring. One live telephone line with connection in every apartment. Club House with recreational facilities including indoor Badminton, Squash & TT courts, Gym, Billiard Room and Swimming Pool. Recreation space even for drivers. High speed elevators. Multi-level covered parking. More than 80% area reserved for open and community services. Total landscape surrounded by water falls, fountains and lagoons. Fully developed water body/channel for recreational facilities and recycling of water. Hassle-free property management services. Optimum space utilisation."**

Mr. Harish Salve, learned Senior Advocate appearing in support of the petition submitted inter alia;

(1) The finding rendered by the High Court that there was no Layout plan was incorrect and as a matter of fact the Layout plan was filed on 13.03.1995.

(2) The licence issued to his client (page 191 of the Additional Documents) also referred to all the necessary

particulars.

(3) The Agreement entered into with individual flat buyers, also referred to the area that would be developed by his client as 10.98 acres.

The petitioner is directed to place on record a copy of the Layout Plan as was submitted on 13.03.1995 as well as a copy of the Brochure and indicate with clarity the areas which are supposed to be earmarked for the amenities and facilities, before the next date of hearing.

Ms. Kamini Jaiswal, learned advocate appearing for contesting respondents on caveat submitted that the original brochure issued by the builder was not placed on record and that the brochure gave an unequivocal promise about certain amenities and facilities.

Ms. Jaiswal is at liberty to file such documents on which she wishes to place reliance.

In the meantime, no coercive steps be take by any of the authorities.

List for further consideration on 26.10.2020.

(INDU MARWAH)
COURT MASTER (SH)

(PRADEEP KUMAR)
BRANCH OFFICER

ITEM NO.11+13 Court 4 (Video Conferencing) SECTION IV-B

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) No. 11480/2020

(Arising out of impugned final judgment and order dated 10-07-2020 in WPC No. 20330/2015 passed by the High Court of Punjab & Haryana at Chandigarh)

RAJ SINGH GEHLOT & ORS. Petitioner(s)

VERSUS

AMITABHA SEN & ORS. Respondent(s)

(With IA No. 101731/2020 - APPLICATION FOR PERMISSION and IA No. 48/2021 - APPROPRIATE ORDERS/DIRECTIONS and IA No. 55/2021 - EXEMPTION FROM FILING AFFIDAVIT and IA No. 19061/2021 – INTERVENTION/IMPLEADMENT and IA No. 96760/2020 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES and IA No. 96242/2020 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES and IA No. 24328/2021 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES and IA No. 135600/2020 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES and IA No. 96240/2020 - PERMISSION TO FILE LENGTHY LIST OF DATES and IA No. 96241/2020 - PERMISSION TO PLACE ADDITIONAL FACTS AND GROUNDS and IA No. 96746/2020 - PERMISSION TO PLACE ON RECORD SUBSEQUENT FACTS)

WITH

Diary No. 22645/2020 (IV-B)
(FOR ADMISSION and I.R. and IA No.107871/2020-EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT and IA No.107872/2020-EXEMPTION FROM FILING O.T. and IA No.107873/2020-EXEMPTION FROM FILING AFFIDAVIT and IA No.107868/2020-PERMISSION TO FILE PETITION (SLP/TP/WP/..) and IA No.107870/2020-PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES)

SLP(C) No. 14797/2020 (IV-B)
(FOR ADMISSION and I.R. and IA No.126099/2020-EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT and IA No.126098/2020-PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES)

Civil Appeal No. 872-874/2021
(With IA No.37467/2021-EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT and IA No.37463/2021-STAY APPLICATION and IA No.37461/2021-PERMISSION TO PLACE ON RECORD SUBSEQUENT FACTS and IA No.37465/2021-PERMISSION TO FILE LENGTHY LIST OF DATES)
[TO BE TAKEN UP ALONG WITH ITEM NO. 11 I.E. SLP(C) No. 11480/2020]

Date : 07-04-2021 These matters were called on for hearing today.

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CORAM :
HON'BLE MR. JUSTICE UDAY UMESH LALIT
HON'BLE MS. JUSTICE INDIRA BANERJEE

For Parties

Mr. Mukul Rohatgi, Sr. Adv.
Mr. Pinaki Misra, Sr. Adv.
Mr. Sanjeev Ralli, Sr. Adv.
Ms. Ruby Singh Ahuja, Adv.
Mr. P. Krishnan, Adv.
Mr. P. K. Agrawal, Adv.
Ms. Deepti Sarin, Adv.
Mr. Vishal Gehrana, Adv.
Ms. Swikriti Singhania, Adv.
Mr. Nakul Gandhi, Adv.
Mr. Vasu Singh, Adv.
Ms. Tannya Sharma, Adv.
Ms. Rishabh Tomar, Adv.
M/s. Karanjawala & Co., AOR

Ms. Preetika Dwivedi, AOR

Mr. Kamini Jaiswal, AOR
Ms. Rani Mishra, Adv.
Ms. Aditi Pandey, Adv.

Mr. Tushar Mehta, SG.
Mr. Anil Grover, Sr. AAG.
Ms. Noopur Singhal, Adv.
Mr. Rahul Khurana, Adv.
Mr. Satish Kumar, Adv.
Mr. Sanjay Kumar Visen, AOR

Mr. Siddharth Aggarwal, Adv.
Mr. Naman Joshi, Adv.
Ms. Sukanya Singh, Adv.
Ms. Sowjhanya Sankaran, Adv.
Mr. Saif Ali, Adv.
Mr. Gokul Plaha, Adv.
Ms. Seema Joshi, Adv.
Mr. Pushpendra S. Bhadoriya, Adv.
Ms. Rusheet Saluja, Adv.
Mr. Jasmeet Singh, AOR

UPON hearing the counsel the Court made the following

O R D E R

We understand that in keeping with direction (c)

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issued by the High Court, a formal FIR has been registered by the Central Bureau of Investigation (CBI) and investigation is being undertaken. Mr. Anil Grover, learned Senior Additional Advocate General, appearing for State of Haryana submits that some of the officials of the State were called for interrogation and their statements were also recorded.

Permission to file special leave petition granted in Diary No. 22645/2020.

CBI through its Director shall be made party to the instant proceedings.

Issue notice in all matters, returnable on 05th May, 2021.

***Dasti*, in addition.**

Since all the contesting parties are otherwise before the Court, notice be served only upon those respondents who are not being represented by any lawyer.

By our order dated 08.10.2020, we had directed that no coercive steps be taken by any of the authorities. The interim order so passed shall be the interim order in all these matters.

(NIDHI AHUJA)
AR-cum-PS

(R.S. NARAYANAN)
COURT MASTER (NSH)

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ANNEXURE O-3

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-2147-2012 (O & M)

Date of decision: 16.01.2020

Ambience Lagoon Apartment Residents Welfare Association

…. Petitioners

V/s

State of Haryana and ors. ...Respondent(s)

CORAM: HON'BLE MR. JUSTICE RAJAN GUPTA
HON'BLE MR. JUSTICE KARAMJIT SINGH

Present: Mr. Akshay Bhan, Sr. Advocate, with
Mr. Alok Mittal, Advocate, and
Mr. Amandeep Singh, Advocate for the petitioners.

Mr. Ankur Mittal, Addl.A.G., Haryana.

Ms. Amrita Nagpal, Advocate,
for Mr. Lokesh Sinhal, Advocate, for respondents No.2 and 3.

Mr. R. Kartikeya, Advocate, for respondents No.9 and 10.

*****

RAJAN GUPTA , J. (Oral)

Grievance of the petitioner *inter alia* is that after grant of licence dated July 15, 1993, Annexure P-1 by the Director, there was a declaration to raise a construction of apartments buildings, apartment complex, club building and building for economically weaker sections of the society. There was no mention of any commercial activity to come up. However, vide order dated September Ist, 2010, Annexure P-11, wherein it is mentioned that the Director, Town and Country Planning allowed raising

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construction of commercial building over the land. This is despite the fact that there is no mention in the licence pursuant to which the builder can be allowed to raise commercial project.

At the outset, Mr. Mittal, learned State counsel submits that the matter shall be reconsidered by the Director General, Urban Estates, Department of Town and Country Planning within three months and a speaking order shall be passed which shall be duly conveyed to the petitioner. It is made clear that while reconsidering the issue, order Annexure P-11 shall not stand in the way of the concerned authority.

Disposed of.

(RAJAN GUPTA)
JUDGE

(KARAMJIT SINGH)
JUDGE

January 16, 2020
sukhpreet

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No

HIGH COURT OF PUNJAB AND HARYANA
सत्यमेव जयते

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ANNEXURE O-4

Directorate of Town & Country Planning, Haryana
Plot no. 3, Nagar Yojana Bhawan, Sector-18A, Madhya Marg, Chandigarh
Phone: 0172-2549349; website:-http://tcpharyana.gov.in

Regd.

To

1. Mr. V.S. Oberoi, President,
   Ambience Lagoon Apartment Residents Welfare Association,
   Basement, Lagoon Apartments Ambience island,
   NH-8, Gurugram, Haryana-122002.

2. M/s Ambience Developers and Infrastructure Pvt. Ltd.,
   Though Director Raj Singh Gehlot S/o Late Sh. Nihal Singh,
   L-4, Green Park Extension, New Delhi-110016.

3. Ambience Hotels & Resorts Pvt. Ltd.,
   Though Director Raj Singh Gehlot S/o Late Sh. Nihal Singh,
   Green Park Extension, New Delhi-110016.

4. M/s HLF Enterprises Pvt. Ltd.,
   Though Director Raj Singh Gehlot S/o Late Sh. Nihal Singh,
   Green Park Extension, New Delhi-110016.

Memo No. CC-1025/JE(S)/2021/ 19220 Dated: 09/08/21

Subject:- CWP No. 2147 of 2012 titled as Ambience Lagoon Apartment Residents Welfare Association Vs State of Haryana and Others.

Reference: Order of Hon'ble Punjab and Haryana High Court dated 16.01.2020 and order of DTCP, Hr. dated 19.10.2020 conveyed vide this office memo dated 24.11.2020 on the subject cited above.

In reference to the above, I have been directed to convey you the order of Director, Town & Country Planning, Haryana dated 05.08.2021. The copy of the said orders is attached herewith for your information and necessary action in the matter.

DA/As above

(Lalit Kumar)
District Town Planner (HQ)
For: Director, Town & Country Planning
Haryana, Chandigarh

ORDERS

The Hon'ble High Court of Punjab and Haryana disposed of CWP No. 2147 of 2012 titled as Ambience Lagoon Apartment Residents Welfare Association Vs State of Haryana and others on 16.01.2020, which are reproduced as under:-

> *"Grievance of the petitioner inter alia is that after grant of licence dated July 15, 1993, Annexure P-1 by the Director, there was a declaration to raise a construction of apartments buildings, apartment complex, club building and building for economically weaker sections of the society. There was no mention of any commercial activity to come up. However, vide order dated September 1st, 2010, Annexure P-11, wherein it is mentioned that the Director, Town and Country Planning allowed raising construction of commercial building over the land. This is despite the fact that there is no mention in the licence pursuant to which the builder can be allowed to raise commercial project.*
>
> *At the outset, Mr. Mittal, learned State counsel submits that the matter shall be reconsidered by the Director General, Urban Estates, Department of Town and Country Planning within three months and a speaking order shall be passed which shall be duly conveyed to the petitioner. It is made clear that while reconsidering the issue, order Annexure P-11 shall not stand in the way of the concerned authority.*
>
> *Disposed of."*

2. In compliance of the above orders, the opportunity of hearing was given through video conferencing to the petitioners association as well as the colonizer on 09.10.2020 adjourned to 16.10.2020 and 19.10.2020. The delay in the matter has been caused due to the Lockdown because of COVID-19 Pandemic. The matter was finally heard on 19.10.2020, wherein Sh. J. Sanyal convener of adhoc committee of Ambience Lagoon Complex and Sh. V.S Oberoi, the then President of Ambience Lagoon Apartment Residents Welfare Association (ALARWA) at the time of filing the writ petition, had appeared on behalf of the petitioner society. Sh. Raj Singh Gehlot, Managing Director, Ambience Hotels and Resorts Pvt. Ltd. appeared on behalf of respondent no. 9 to 11.

3. The impugned order in this case is Annexure-P/11, which is sanction of building plan bearing memo no. ZP-318/JD(BS)/2010/10894 dated 01.09.2010 in respect of the commercial plot no. 3 being part of integrated colony namely "Ambience Island" on NH-8, Gurugram being developed by M/s Ambience Developer & Infrastructure Pvt. Ltd. and its associate companies.

4. Sh. J. Sanyal submitted that the area of the group housing as per approved building plans was 10.98 acres and forms part of licence no. 19 of 1993. He further submitted that area as per Deed of Declaration (DOD) w.r.t. the group housing is 11.83 acres but no layout plan is available with the deed of declaration filed. He submitted that as per section 6 of Haryana Apartment Ownership Act 1983, each Apartment Owner is entitled to undivided interest in common area facilities and the association of apartment owner is entitled to carry out maintenance of common areas.

5. He also referred to the orders of the Hon'ble High Court dated 10.07.2020 passed in CWP No. 20330 of 2015 titled as Amitabh Sen Vs Raj Singh Gehlot and others and stated that the Hon'ble High Court has ordered demolition of the commercial building on plot no. 3.

He further stated that they may be handed over the common areas as per the provision of Haryana Apartment Ownership Act irrespective of the fact whether the plot no. 3 forms part of the area of the petitioner group housing or not.

6. Mr. V.S Oberoi, submitted that the issue to be examined as per the writ petition that whether plot no. 3 is part of licence no. 19 of 1993 or not and the khasra nos. may be checked. He further submitted that commercial building constructed on plot no. 3 is very close to be residential group housing and is affecting light and ventilation of the same. He also submitted that FAR as per DOD is to be checked and requested that the Department should check whether required facilities and amenities have been fully provided or not.

7. Sh. Raj Singh Gehlot, submitted that he came into picture in the year 1994 and the group housing was constructed after the approval of building plans in the year 1996. He submitted that Lagoon Resident Apartment Condominium Association (LRACA) is the rightful association registered as per the provisions of Haryana Apartment Ownership Act, 1983 and not the Ambience Lagoon Apartment Residents Welfare Association (ALARWA).

He further submitted that the common areas have been mentioned in the deed of declaration and the common areas are to be differentiated per se

building. He further stated that they have undivided interests on the land underneath the building and services.

He further submitted that DOD was filed for an area of 11.83 acres as two blocks B-1 and C-1 have been added after grant of Occupation Certificate of 13 blocks and corresponding area of the 15 blocks was mentioned in the DOD. He also stated that DOD has been registered and is available with the registrar. He further stated that EWS block was shifted on the request of the Apartment Owners.

The de-licenced area of 8 acres is independent project with separate services. The de-licensing of 8 acres was done in reference to Clause 21 of the General Clauses Act and as per the opinion of Law and Legislative Department, Haryana. He further stated that the power to grant license also includes the power to withdraw or refuse withdrawal. The commercial project over 8 acres is independent with common services and no complaint were received. The two sites are divided with the road.

With regard to plot no. 3, he further submitted that the same is part of licence no. 14 granted to Alankar Apartment Pvt. Ltd. and is not part of licence no. 19 of 1993. The group housing area within the boundary wall of the same is 7.96 acres and there is further area under road forming part of licence no. 19 of 1993. He also stated that they had put in boundary wall and then invited the flat owners to purchase the properties.

He also submitted that the Hon'ble Apex Court has ordered that the construction is to be demolished, if the same is in violation of the Building Bye-laws or if the construction is being put up without getting building plans sanctioned. However, construction has been carried out after approval of building plans in conformity with the building bye-laws.

8. The parties were allowed vide orders dated 19.10.2020 to submit further arguments in writing within a week, if they desire so. The office was also directed to seek the layout plan annexed with the deed of declaration filed on 25.03.2009 and to verify the facts by examining the submissions made by the petitioner and the respondent as deliberated above.

9. The final orders were to be passed after receipt of office report as per para no. 6 above. Interim orders were conveyed to all the concerned. Subsequently a representation was also received on 28.12.2020 from Sh. Amandeep Talwar, Advocate on behalf of 11 members of ALARWA representing that they may also be heard before any decision. He has also objected to hearing Sh. V.S. Oberoi on the ground that he was being reflected as President of the ALARWA.

The request for hearing to the other members is not considerable, as the hearing has been granted strictly as per the directions of the Hon'ble High Court. Sh. V. S. Oberoi was heard as the then president of ALARWA at the time of filing of writ petition. Mr. J. Sanyal was also heard as the Convener of the adhoc committee of Ambience Lagoon Complex. Therefore, the matter is being decided based on merits of the case and based on arguments discussed on 19.10.2020.

10. As per the orders contained in para 6 of the orders dated 19.10.2020, the matter was examined by the office and it was observed that layout plan to be part of DOD is not available in the record and accordingly, it was proposed that the same may be sought from Sub-Registrar, Gurugram office. A copy of DOD was sent by Sub- Registrar, Gurugram to DTP(HQ) but the layout plan annexed with DOD was not received. Thereafter, the copy of the same was sought from the licensee. The layout plan received from the licensee is 'as built drawing' received at the time of composition of unauthorized construction and mentions area of 11.83 acres.

11. On the basis of the orders of Hon'ble High Court and hearing granted to the petitioners alongwith the developer company the following three issues have emerged:-

A. Whether, the impugned orders dated 01.09.2010 with regard to approval of building plan is against the provision of licence no. 19 of 1993.
B. Whether, the impugned orders are against the deed of declaration.
C. Whether, the area of licence no. 19 of 1993 was reduced by 3.9 acres on account of impugned orders dated 01.09.2010.
D. Whether, the De-licensing of 8.00 acres land forming part of licence no. 19 of 1993 was permissible.
E. Whether, the Deed of Declaration filed by the licencee is in order.

12. I have heard the petitioner as well as the licencee company and gone through the relevant record. The findings/decision is as under:-

A. Whether, the impugned orders dated 01.09.2020 with regard to approval of building plan is against the provision of licence no. 19 of 1993.

a. The main contention in the writ petition was that commercial building was being constructed and the licence was not granted for commercial purpose, directly against licence no. 19 of 1993 granted by the Department. It has also been alleged that the

commercial building has become property of apartment owners who have purchased the apartment in the residential colony by virtue of Haryana Apartment Ownership Act, 1983. The reference made in the petitioner is with regard to commercial plot no. 3 of the integrated colony measuring 132.06 acres for which building plans were approved on 01.09.2010.

b. Licence no. 19 of 1993 dated 09.07.1993 awa granted to HLF Enterprises Pvt. Ltd. Seeting up of group housing colony over an area measuring 18.98 acres under the provision of section 3 of Act of 1975. The Khasra no. of licence no. 19 of 1993 were 527, 528, 529, 530, 531, 532,533, 534,535, 2/2/1 and 3 min north. The building plans were approved on 06.05.1996 for an area of 18.98 acres. An area measuring 8 acres (phase-II) was reserved for further expansion.

c. The occupation certificate was granted for building blocks A to M, basement and club to group housing under licence no. 19 of 1993 on 31.12.2001 and thereafter, part completion certificate under Rule 16 of Rules of 1976 was granted on 10.01.2002.

d. The area measuring 8 acres reserved for further expansion was de-licenced and re-licenced by granted of licence for setting up of commercial colony on 16.10.2001. The de-licensing and re-licensing was done with the approval of Government in reference to the legal opinion of Law & Legislative Department which is reproduced as under: -

> *".... Power to grant licence also included power to withdraw or refuse withdrawal. It is, however, made clear that the authority would have been within its right to refuse withdrawal of the original licence or even grant of fresh licence. However, there is nothing in the Act debarring the authority for issuing a fresh licence after allowing withdrawal of original licence...."*

e. The licence no. 8 of 2001 and orders of de-licensing were issued on 18.10.2001. The Khasra nos. of licence no. 08 of 2001 are 527min, 528, 529 south west min, 530 min, 531 min, 534 min. The Khasra no. of licence no.19 of 1993 for an area measuring 10.98 acres after de-licensing are 529 min, 531 min, 532, 533, 534 min, 535, 2/2/1 and 3min norther.

f. Subsequently, licence no. 12 of 2002 was granted to develop commercial colony for an area measuring 4 acres on 05.06.2002.

g. Thereafter, licence no. 1 & 2 of 2004 for an area measuring 0.317 acres and 0.05625 acres respectively were granted on 08.01.2004.

Thereafter, licence no. 3 of 2004 for 0.985 acres was granted on 14.01.2004 and then licence no. 13 to 18 of 2004 was granted for 106.17 acres on 05.02.2004 and licence no. 23 of 2004 dated 11.02.2004 was granted for area measuring 10.552 acres.

h. The khasra no. of licence no. 13 of 2004 are **536**, 537, 538,. 541, 543, 544, 562, 563, 564, 539, 540, 542, 545, 546, 561 and khasra no. of licence no. 14 of 2004 are 577, 578, 579, 580, 582, 583, 584, 585, 586, 587, 588, 589, 433, 435, 448, 449, 450, **526**.

i. After the grant of the above mentioned licenses zoning plan of integrated group housing/commercial colony namely Ambience Island measuring 132.06 acres including licence no. 19 of 1993 and subsequent licences was issued on 09.11.2004, wherein an area measuring 79.10 acres under the use of residential group housing and 52.965 acres for commercial purpose were allowed.

j. A master layout plan for the integrated colony over an area measuring 132.065 acres was also approved. For proper identification of the land of integrated colony, the entire 'Ambience Island' 1322.06 acres was divided by the colonizer into 29 plots for residential, commercial and institutional purposes as per approved Master Layout Plan on 01.03.2005. As per the Master layout Plan, Lagoon Residential Apartment Complex was assigned Plot no. 29, whereas, the area for which building plans were approved on 01.09.2010 for commercial purpose was assigned plot no. 3 having area 23500 Sq. mtr (5.807 acres).

k. Occupation Certificate for two towers Block BI & CI was granted on 02.03.2005.

l. The plot no. 3 is not part of the licensed area of licence no. 19 of 1993 granted to develop a group housing colony over an area measuring 18.98 acres. The plot no. 3 has been constructed on part of khasra no. **536** and **526** of village Nathupur, District Gurugram. From the perusal of the land schedule of licence no. 13 of 2004 and licence no. 14 of 2004, it is revealed that khasra no. **536** is part of licence no. 13 of 2004 and khasra no. **526** is part of licence no. 14 of 2004. **Hence, the plot no. 3 is not constructed over the land forming part of licence no. 19 of 1993.**

m. The Hon'ble High Court of Punjab and Haryana has quashed the approval of building plans as approved on 01.09.2010 vide orders dated 10.07.2020 passed in CWP No. 20330 of 2015. The Department has already filed SLP No. 14797 of 2020 for challenging the orders of the Hon'ble High Court. The Hon'ble

Apex Court vide orders dated 08.310.2020 in SLP No.11480 of 2020 filed by the licencee company has ordered that no coercive steps be taken by any of the authorities.

Accordingly, I do not find any merit for quashing approval of building plan approved vide memo dated 01.09.2010 (P-11) as the same is not part the licence no. 19 of 1993 granted for area measuring 18.98 acres.

The building plans cannot be restored after the approval of same have been quashed by Hon'ble High Court vide orders dated 10.07.2020 passed in CWP No. 20330 of 2015.

B. Whether, Deed Declaration filed by the licensee is in order.

a) Haryana Apartment Ownership Act, 1983 was enacted to provide for the ownership of an individual apartment in a building and to make such apartment heritable and transferable property and matters connected therewith. As per the provisions of section 2 of Act of 1983, DOD is required to be filed within a period of 90 days from the dame of grant of occupation certificate/part completion certificate/completion certificate. The provision of section 2 are reproduced are as under:-

"The provisions of this Act shall apply to every apartment lawfully constructed for residential purposes, integrated commercial complexs, flatted factories, Information Technology Indusirial Unit, Cyber Park and Cyber City for the purpose of transfer of ownership of an individual apartment in a building whether constructed before or after the commencement of this Act. In case of licenses issued under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975), the owner of such property/building shall duly execute and get registered a declaration within a period of ninety days after obtaining part completion/completion certificate under the rules framed under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975), or occupation certificate under the rules framed under the Punjab Scheduled Roads and Controlled Areas Restricted of Unregulated Development Act, 1963 (41 of 1963), whichever is earlier, in case of property/building falling in the area developed by the Haryana Urban Development Authority, the owner of such property/building shall duly execute and get registered a declaration within a period of ninety days after obtaining occupation certificate of the building under regulations framed under the Haryana Urban Development Authority Act 1977 (13 of 1977). In case of property/building where the owner has already obtained part completion/completion certificate or occupation certificate under the rules and regulations framed under the said Acts, the period of ninety days shall take effect from the commencement of this Act.

b) DOD is required to be filed for building containing 5 or more apartments and the definition of building is reproduced as under:-

> *"building" means a building containing five or more apartments or two or more buildings, each containing two or more apartments, with a total of five or more apartments for all such buildings and comprising a part of the property;*

c) The "common areas and facilities" unless otherwise provided in the declaration or lawful amendments thereto have been defined in section 3(f) of Act of 1983. Since, DOD has been filed in the present case, therefore, common areas and facilities shall be considered as per DOD.

d) The DOD has been examined in reference to the provisions of the Act of 1983. It has been observed that the DOD has been filed on 25.03.2009 for an area measuring 11.83 acres having khasra Nos. 529 South West, 530, 531, 532, 533, 534, 535, 2/2/1 under licence no.19 of 1993, whereas, actually the Lagoon Residential Complex extends beyond the boundary of licence no. 19 of 1993.

e) It has also been mentioned in the DOD that the Lagoon Residential Complex is part of the integrated township, Ambience Island being developed on 132.065 Acres. The details of khasra nos. mentioned in the DOD are of licence no. 19 of 1993 and licence no. mentioned in the DOD is also licence no.19 of 1993.

f) The area of 11.83 acres mentioned in the DOD is in accordance with the FAR consumed and as per the as built drawings. The perusal of the Shajra plan of the area of the as built drawing super imposed on the Shajra plan reveals that part of the said land forms part of Khasra no. **536 min,** which has not been mentioned in the DOD.

g) As per Section 13 of Act of 1983, the DOD is required to be registered by Sub-Registrar under the Indian Registration Act, 1908. In the present case, the DOD has been registered by Sub-Registrar, Gurugram.

h) Since, the licence no. 19 of 1983 has become part of integrated township having an area of 132.065 acres and the integrated layout plan was also issued on 01.03.2005, therefore, the licence nos. of all the licences forming part of 132.065 acres should have been mentioned in the DOD and also the revenue details for the area for which DOD was filed. Therefore, the mentioning of licence no. 19 of 1993 only with its land schedule is not correct and thus requires amendment.

Accordingly, the licensee is directed to file amendment DOD by rectifying the revenue particulars and license no. by including additional licenses on which the constructed has been raised beyond the licensed area forming part of licence no. 19 of 1993.

Apart from the above, it was observed that Ambience Developers and Infrastructure Pvt. Ltd. had filed the DOD on 25.03.2009 with a substantial delay. The notice for taking penal action against the licensee was issued on 06.11.2020. In reference to the notice, the licensee made representation viz-a-viz legal provisions and requested for hearing before taking penal action. The request of the licensee has been accepted and hearing has been granted on 13.04.2021. The subsequent action after issuance of notice shall be taken after hearing the licensee company.

C. Whether, the impugned orders are against the Deed of Declaration.

DOD is required was filed for an area measuring 11.83 acres for the group housing colony. As deliberated in part 10-A above, the land forming part of plot no.3 is separate from the land of licence no.19 of 1993. Hence, impugned orders with regard to approval of building plans of plot no. 3 area not related the DOD filed for Lagoon Residential Complex.

D. Whether, the area of licence no. 19 of 1993 was reduced by 3.9 acres on account of impugned orders dated 01.09.2010.

The DOD was filed for an area measuring 11.83 acres and the petitioner has worked out the reduced area measuring 3.9 acres by excluding the area under fencing measuring 7.96 acres from 11.83 acres. The petitioner has not referred to the actual area of plot no.3, which is 5.807 acres. As deliberated in para 12-A above, the land forming part of plot no. 3 is separate from the land of licence no. 19 of 1993. Hence, the area of licence no.19 of 1993 was not reduced by 3.9 acres on account of impugned orders dated01.09.2010.

E. Whether, the De-licensing of 8.00 acres land forming part of licence no. 19 of 1993 was permissible.

a) The licence no. 19 of 1993 was granted to develop group housing colony over an area measuring 18.98 acres. The building plans of the group housing colony was approved on 06.05.1996 and 8.00 acres of land was reserved for future expansion as phase-II. However, subsequently a request was submitted by the licensee wherein he requested to de-license 8.0 acre land from the already

granted license and to re-licence the same for setting up of commercial colony.

b) The matter was examined and on the basis of earlier advice of Law and Legislative Department, Haryana, the request was considered. This advice is in consonance with Clause 21 of the General Clauses Act, 1897. The above advice of Law and Legislative Department of the State was categorically mentioned which processing the case of 8.00 acres of Group Housing land for de-licensing and for re-licensing the same land for commercial complex which was permissible activity in the special zone earmarked in the Final Development Plan prevailing at that time.

c) In order to make explicit provision in the law, amendment has been carried out by the State Legislature by inserting Sub-Section (3A) in Section 3 of Haryana Development and Regulation of Urban Areas Act, 1975 (hereinafter referred to as 'Act of 1975') which is effective from 30th January 1975 and notification in this regard has been issued on 14.09.2020. The inserted provision in the Act of 1975 is as under:-

> *(3A) "Where, by virtue of any section of this Act, power to grant any license or issue any notification, order, rule or direction is conferred, then that power shall include power exercisable in like manner and subject to terms and conditions, as may be prescribed, to add to, amend, vary, suspend, withdraw or rescind such licence or such notification, order, rule or direction or to de-licence".*

d) The Statement of Objects and Reasons before enactment of the inserted provision as appended to the Bill passed by the State Legislature duly clarifies that the Bill was proposed primarily to make express statutory provisions to clarify certain provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 by drawing upon the land down law in provision of Section-21 of the General Clauses Act, 1897 and Section-20 of the Punjab General Clauses Act, 1956 and to validate various actions taken and being taken by the Department as a consequence which would have the effect of reconciling the conflicting judicial pronouncements on the issue. Hence, no ambiguity w.r.t. de-licensing remains as on with regard to de-licensing of 8.00 acres land forming part of licence no. 19of 1993.

11. The matter is decided with the directions given in the para 10-B above. These orders are appealable under section 19 of Haryana Development and Regulations of Urban Areas Act, 1975.

Final orders reserved on 19.10.2020 are pronounced today. To be communicated to the all concerned.

(K. Makrand Pandurang)
DTCP- 05.08.2021

ANNEXUREO-5

From

The Director
Town and Country Planning,
Haryana ,Chandigarh.

To

M/s H.L.F. Enterprises Pvt. Ltd.
L-4 Green Park Extension,
New Delhi-110016.

Memo No. 14165
Dated 25-10-2001

Subject: - Approval of revised zoning plan of Group Housing Scheme measuring 10.98 acres in Special Zone Gurgaon, being developed by M/s H.L.F. Enterprises Pvt. Ltd.

Reference: - Your letter 22.10.2001 on the subject noted above.

Please find enclosed herewith a copy of approved revised zoning plan of the above said Group Housing Scheme bearing Drg. No. D.T.C.P.-496 dated 25.10.2001. for necessary action.

District Town Planner (HQ) DS,
For Director Town and Country Planning,
Haryana, Chandigarh.

Endst No. Dated

A copy is forwarded to the following for information and necessary action.

1. Senior Town Planner Gurgaon.
2. District Town Planner Gurgaon alongwith a copy of approved revised zoning plan.

District Town Planner (HQ) DS,
For Director Town and Country Planning,
Haryana, Chandigarh.

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ANNEXURE O-6

From

The Director,
Town and Country Planning,
Haryana, Chandigarh.

To

M/s HLF Enterprises Pvt.Ltd.
L-4, Green Park Extension, New Delhi.

Memo No.5DP-2002/ 927
Dated: 10-1-2002

Subject: Issuance of part completion certificate under rule 16 of the Haryana Development and Regulation of Urban Areas Rules,1976.

-0-

Reference your application No.nil dated20.9.2001 requesting for part completion certificate in respect of Group Housing Scheme measuring 10.98 acres falling in the revenue estate of village Nathupur, District Gurgaon for which licence No.19 of 1993, dated 9.7.93 was granted to you.

2. It is hereby certified that the required development works in the group housing colony comprising of licence No.19 of 1993 dated 9.7.93 as indicated on the enclosed site plan duly signed by me read in conjunction with the following terms and conditions, have been completed to my satisfaction. Therefore the part completion certificate in respect of above said licence is granted subject to the following terms and conditions:-

i) That you shall abide by the directions of Director, Town and Country Planning, Haryana till the time final completion certificate of the entire colony is granted. You shall also carry out all left over services/ works which are deemed appropriate by the Director, Town and Country Planning. Haryana.

ii) That you will be fully responsible to meet the demand and requirement of water as per norms and allied services till such time the water is made available by HUDA. In case additional tubewell is required the same shall also be provided by you.

DTCP CHB

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ii) That the services shall be laid by the coloniser upto the alignment of proposed external works of HUDA for their connections and disposal arrangements. All the links and connections with the HUDA services will be done by you at your own cost and with the prior approval of the competent authority.

iv) That in case some additional structures are required to be constructed as decided by DTCP/HUDA at later stage, the same would be binding upon you.

v) That you will submit a certificate within 90 days of the grant of full and final completion of the project from a Chartered Accountant that a minimum of 15% of the total flats have been allotted to EWS category at the subsidised price of the said flats fixed by the DTCP Haryana and as per the conditions of bilateral agreement.

vi) That you will submit the certificate within 90 days of full and final completion of the project that the overall net profit (after making the provisions of all the taxes) has not exceeded 15% of the total project cost.

vii) That you will get the licence renewed till such time final completion certificate of the project is granted.

viii) That the bank guarantee equivalent to 1/5th amount shall be retained to ensure upkeep and maintenance of the colony till such time it is transferred to the Govt./Association. The bank guarantee equivalent to construction cost of community buildings shall also be retained.

ix) That the bank guarantee retained by the Department shall be got revalidated till the final completion certificate is granted.

x) That you shall abide by the provisions of Haryana Apartment Ownership Act, 1983. The declaration deed shall be filed within 90 days from the issuance of this part completion certificate. The responsibility of the ownership of common areas and facilities as well as their management and maintenance shall continue to vest with you till such time the responsibility is transferred to the Association under the Apartment Ownership Act, 1983.

DTCP/(HR

xi) That you will furnish an undertaking within 30 days of issue of part completion certificate, to the effect that you shall pay the due amount of interest/penal interest/surcharges if any, found due at the time of final reconciliation of external development charges accounts and enhanced rate of External Development charges if any conveyed by HUDA

xii) That the services such as water supply, sewerage, storm water drainage, roads, street liight and horticulture laid as per approved plans shall always be in good working condition till such time the colony is handed over to the Association/Government.

xiii) That the fire protection system approved by the competent authority shall always be available in good working condition alongwith trained staff till the transfer of colony to the Association/Government.

xiv) That you will abide by the directions of the DTCP Hr. and the provisions of Act.No.8 of 1975 and Rules framed thereunder.

Director,
Town and Country Planning,
Haryana, Chandigarh

Endst.No.5DP-2002/ Dated:

A copy is forwarded to the Chief Engineer, HUDA, Panchkula with reference to his letter No.9790, dated 26.11.2001 for information and necessary action.

Director,
Town and Country Planning,
Haryana, Chandigarh.

Endst.No.5DP-2002/ Dated:

A copy is forwarded to the following for information and necessary action:-

i) The Administrator, HUDA, Gurgaon;
ii) The Superintending Engineer, HUDA;
iii) The Senior Town Planner, Gurgaon;
iv) The District Town Planner, Gurgaon;
v) The Executive Engineer, HUDA, Gurgaon and
vi) The Fire Station Officer, Gurgaon.

Director,
Town and Country Planing,
Haryana, Chandigarh.

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ANNEXURE O-7

From

The Director,
Town and Country Planning,
Haryana, Chandigarh.

To

M/s Ambience Infrastructure Pvt. Ltd.,
L-4, Green Park Extension,
New Delhi – 110,016

Memo No. 15933 Dated: - 9-11-04

Subject: - Approval of zoning plan of integrated township "Ambience Island" measuring 132.065 acres in Special Zone of Gurgaon being developed by M/s Ambience Infrastructure Pvt. Ltd. and its Associates companies.

Reference: - Your letter dated 25.10.2004 on the subject noted above.

Please find enclosed herewith a copy of approved zoning plan of the above said integrated township "Ambience Island" bearing Drawing No. DTCP-817 Dated 3.11.2003 for necessary action.

District Town Planner (HQ) JS,
For Director, Town and Country Planning,
Haryana, Chandigarh.

Endst. No. Dated: -

A copy is forwarded to the following for information and necessary action.

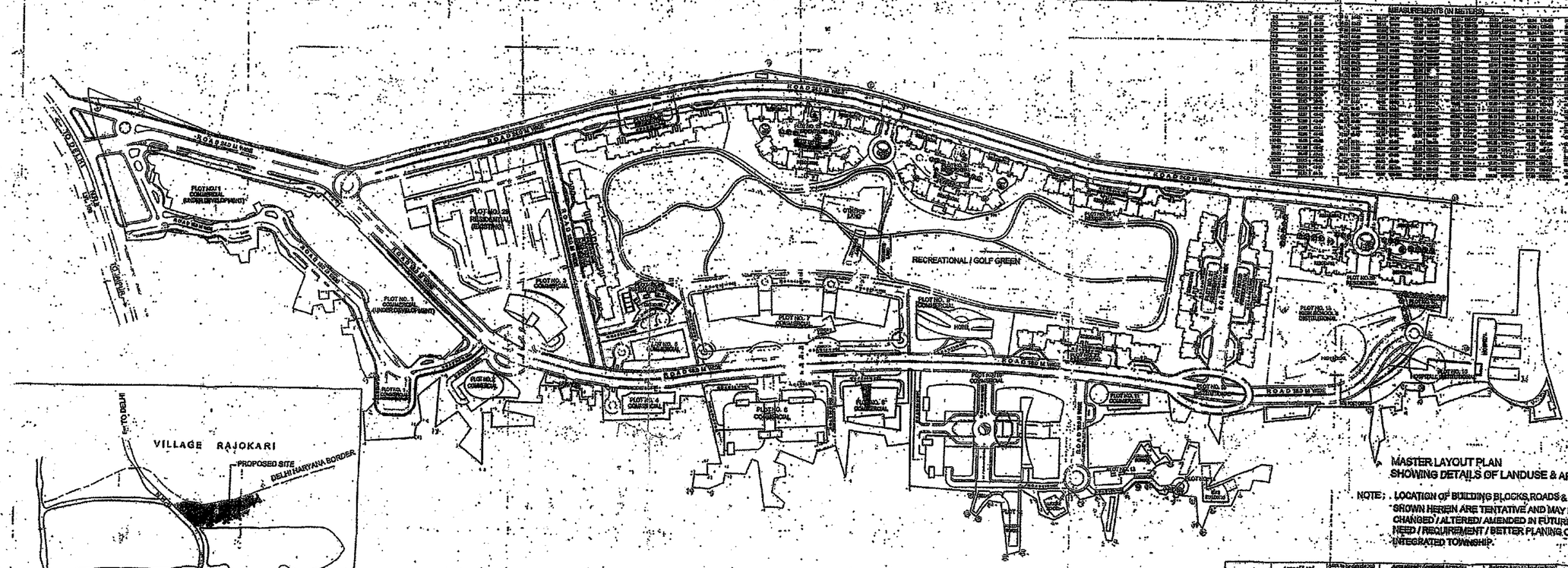
1. Senior Town Planner, Gurgaon alongwith a copy of approved zoning plan.
2. District Town Planner, Gurgaon.

District Town Planner (HQ) JS,
For Director, Town and Country Planning,
Haryana, Chandigarh.

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ANNEXURE O-8



Building Type	Area of Land	Area to be developed as per Zonal plan of LDS	Area already developed/ under development				Balance Area to be developed					
			Area		Ratios		Area					
	Acres	Sq.Mtrs.	Acres	Sq.Mtrs.	FAR	Ratios	Sq.Mtrs.	FAR	GC	Ratios	FAR	GC
Residential	362.00	2000.0	139.40	564126.01	12.50	30.00	1435873.99	30.00	33.00	70.00	42.50	37.00
Commercial	43.00	174140	10.00	37907.00	35.00	30.00	636093.00	35.00	40.00	30.00	35.00	40.00
Total	405.00	2174140	149.40	602033.00	13.00	30.00	2071966.99	30.00	33.00	100.00	42.50	37.00

Particulars	Permissible Ground Coverage in Percentage	Maximum Ground Area Achieved.	Achieved Ground Coverage in Total	Total Ground area as per plan	No of Floors Achieved
Residential	33.00%	9.87	33.00%	11.84 Acres	G+3 to 20
Commercial	40.00%	10.00	40.00%	40.00 %	G+3 to 20
Recreational		10.00	10.00%		
Hotel/Hospital		2.00	40.00%		
Institutional		2.00	40.00%		
Roads		13.00	13.00%		
Green		13.00	33.00%		
Total		149.40	169.00%		

CLIENT	AMBIENCE INFRASTRUCTURE PVT. LTD.
PROJECT	MASTER LAYOUT PLAN OF INTEGRATED COLONY
LOCATION	
DRAWING TITLE	MASTER LAYOUT PLAN
JOB NO.	
SCALE	1:1000
DRAWING NO.	1

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O/C **ANNEXURE O-9**

BEFORE THE NATIONAL GREEN TRIBUNAL, NEW DELHI

ORIGINAL APPLICATION NO.238 OF 2015

Anil Uppal and Others

.....Applicants

Versus

Union of India & Others

.....Respondents

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Place : NEW DELHI
Date : 3.9.2015

(Sanjay Kumar)
District Town Planner, Gurgaon
Department of Town & Country Planning,
Haryana, on behalf of Respondent No.5.

Received copy
For Respondent No.6
For Dhruv Kapur Advo.
7/9/2015

Anil Grover
Addl. Advocate General, Haryana
295 & 298 Lawyers' Chamber, Block-II
Delhi High Court, New Delhi-110003
Ph.: 011-23387921

NATIONAL GREEN TRIBUNAL
NEW DELHI
DY. No.: 4639/2015
DATE: 7.9.15
Sign. of receiving of officer

Gagan - 9971506011

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BEFORE THE NATIONAL GREEN TRIBUNAL, NEW DELHI

ORIGINAL APPLICATION NO.238 OF 2015

Anil Uppal and Others

.....Applicants

Versus

Union of India & Others

.....Respondents

Written Statement of Sanjay Kumar, District Town Planner, Gurgaon, Department of Town & Country Planning, Haryana, on behalf of Respondent No.5.

RESPECTFULLY SHOWETH
PRELIMINARY SUBMISSIONS

1. That it is brought to the kind notice of this Hon'ble Court that the issue raised by the applicants in the present application regarding reduction in the area of the Group Housing Colony developed on the land measuring 10.98 acres and construction of commercial building on the adjoining land in sector 24, Gurgaon Manesar Urban Complex by respondent no.6 after obtaining licence under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 (hereinafter called as Act of 1975) from respondent no.5 is already under consideration before the Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No.2147 of 2012 title as Ambience Lagoon Apartment Residents Welfare Association Vs. State of Haryana and Others. A complaint no.834 of 2011 has also been filed by the above said Association before the Hon'ble Lokayukta Haryana, which is still pending for final disposal. Further, a civil suit was also filed by the Association before the Ld. Civil Judge, Gurgaon. Therefore, the present application filed by the applicants for the same cause of action is only an abuse of process of law. False and baseless charges have been leveled against the answering respondent without understanding the factual position.

2. That main ground taken by the applicant is that respondent no.6 was granted licence for development of Group Housing Colony on the land measuring 10.98 acres in Sector 24, Gurgaon Manesar Urban Complex. Respondent no.6 has constructed multi-storeyed building, but the green area lying within the licenced colony is being utilized by the colonizer for construction of a commercial building. Applicant have also alleged that construction of the commercial building on the land in dispute would cause environmental pollution in the area and would result in blockage of fresh air and sunlight. However, this contention of the applicants is baseless,

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misconceived and hence liable to be rejected in view of the submissions made in following paras:

3. That License No.19 of 1993 dated 9.7.1993 was granted to M/s HLF Enterprises Pvt. Ltd. (Now know as M/s Ambience Developers and Infrastructure Pvt. Ltd.) by this department on the land measuring 18.98 acres falling in the revenue estate of village Nathupur, Sector 24, Gurgaon, for development of a group housing colony under the provisions of Sector 3 of the Act of 1975 for development of a Group Housing Colony. While submitting building plans for approval for the group housing scheme of 18.98 acres, the colonizer has proposed to construct the building on 10.98 acres only and the area of 8 acres was reserved for future development. However, later on, on the request of colonizer, out of the total licenced area of 18.98 acres, the area of 8 acres was de-licensed from Group Housing vide this office vide letter dated 18.10.2001. Further, Licence No.8 of 2001 was granted to the above said colonizer for development of Commercial Colony in the year 2001. It is also submitted that the revised zoning plan of the group housing scheme measuring 10.98 acres was sanctioned by the answering respondent vide office memo no.14165 dated 25.10.2001. As per the approved zoning plan, the area measuring 10.98 acres comprised of the area under proposed entry, 24 meters wide road and half of the area under 18 meter wide road.15% of the area of the proposed group housing scheme on 10.98 acres was earmarked for organized greens as per applicable norms. Land was also earmarked for nursery school and EWS flats and ESS developments as per norms.

4. That it is further submitted that in the Development Plan of Gurgaon – 2021 AD published in the year 1996 as per provisions of Section 5 of Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963, the area of village Nathupur falling in Sector 24, Gurgaon Manesar Urban Complex was earmarked as Special Zone. Recreation, entertainment, group housing and institutional uses are allowed in special zone. On the request of the applicants, i.e. Respondent No.6 was granted Licence No.8 of 2001 for development of a commercial colony of 8 acres (after de-licensing of the area of 8 acres from the already granted license of 18.98 acres of group housing). Further, License No.12 of 2002 for development of a commercial colony on 4 acres of land was also granted. License No.1 to 3 of 2004 for 1.8645 acres,License No.13 to 18 of 2004 for 106.17 acres for development of integrated colony of group housing/commercial complex and further, License No.23 of 2004 for development of Group Housing Colony were granted to Respondent No.6.

After grant of the above said licenses, zoning plans of integrated group housing/commercial colony namely 'Ambience Island' measuring 132.06 acres (comprising the area of all licences as per details given above) was approved by the answering respondent vide this office Memo No.15933 dated 09.11.2004 for development of residential group housing and commercial colonyalong with required ancillary development. Copy of the approved zoning plan is attached as **ANNEXURE R-1.** It is also brought to the kind notice of this Hon'ble Court that 24 meter wide and 18 meter wide roads provided on northern and western side of the group housing scheme have been planned upto the extreme edge of the land of the colonizer. Further, a 6 meter wide setback has been provided on the side of group housing scheme facing 24 meter wide road. A perusal of the approved zoning plan of the Integrated Colony would also reveal that with the approval of the combined zoning plan for entire area of 132.06 acres into a integrated colony, the Group Housing Colony of 10.98 acres for which license was granted in the year 1993also becomes part of the integrated colony.

5. That it is submitted that for proper identification of the land of Integrated colony, the entire 'Ambience Island' has been divided by the colonizer into 29 plots for residential, commercial and institutional purposes as per approved Master Layout Plan first in the year 2005and revised in 2013 (**ANNEXURE R-2**). The Lagoon Residential Apartment Complex has been assigned Plot No.29. In this Plan, the developed area under group housing scheme has been indicated as 11.83 acres having permissible FAR of 83780 sq.meter. It is also submitted that out of 15 towers provided in Lagoon Complex, the Occupation Certificate of 13 towers (A to M) was issued vide this office letter dated 31.12.2001 and for the remaining 2 towers (B1 & C1) was issued on 02.03.2005. The developed area (11.83 acres) and FAR shown in the Master Layout Plan refers to the area and FAR utilized for the development of Lagoon Residential Apartment Complex. The same area has been indicated in the Deed of Declaration (DOD) dated 25.03.2009 filed by the colonizer as per provisions of Section 2 of the Haryana Apartment Ownership Act, 1983. Thus, the area of 11.83 acres for which Deed of Declaration has been filed is only for purposes of achieving FAR and not the actual licensed area. It is clarified that the permissible FAR and ground coverage for group housing is 175%and 35% respectively and in this manner the FAR of 175% is achievable in five floors i.e. 35% x 5 = 175%. However, the colonizer can achieve the FAR of 175% with higher number of floors in the multistoried buildings with lesser

coverage on ground and/or upper floors. Similarly FAR of a larger area can be achieved on a lesser licensed area and in such a case, the colonizer is required to achieve less FAR in other parts of the approved colony area. However, 15% of the licensed area in the group housing scheme is to be left as organized greens in each of the group housing scheme.

6. That it is also submitted that the area measuring 11.83 acres comprising of area under 15 towers, open spaces and area under internal circulation specifically provided for condominium as well as proportionate area under major circulation system, organized open spaces, water treatment plant, ESS and institutional sites to be provided by the colonizer in the colony as per approved zoning plan. Besides, the colonizer has to provide space for 61 EWS apartments as per policy of the department. The sites for EWS apartments and other community sites will be provided by the colonizer from the rest of the area of the Ambience Island. Therefore, even if the actual area of the Lagoon Complex under plot no.29 remains to be 7.93 acres and the Deed of Declaration is for 11.83 acres and the license area as per the original license was 10.98 acres, there is no illegality as the FAR achieved is for 11.83 acres and not for 7.93 acres or 10.98 acres. The FAR of 83780 sq. meters achieved by the colonizer for 11.83 acres under group housing and for which Occupation Certificate has also been granted by this Department is strictly in accordance with the policy of the Department and as per the approved Zoning Plans. The area of controversy seems to have arisen only due to the reason that the applicants are taking the area of 10.98 acres as independent colony for group housing, whereas, with the subsequent grant of license of additional area, integrated colony of 132.06 acres has come up and a combined zoning plan has been approved for the entire licensed area. Thus, the area of 10.98 acres has become a part of the integrated colony and not as an independent colony. It is also observed that the area of 24 meter wide road and half of the area under 18 meter wide road as per approved zoning plan has not been calculated as part of the area of Lagoon Complex by the petitioner. In view of the above said position, contention of the applicants that the area beyond 7.93 acres was earmarked as green area and construction of commercial complex will block the fresh air and sunlight is baseless. The colonizer has undertaken the construction of commercial building on the said land after approval of the building plans from the Department and the same is strictly in accordance with the approved zoning plans.

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7. That as already submitted, with the grant of licenses for additional land for integrated group housing and commercial complex, a combined Zoning Plan of 132.06 acres was approved. According to this zoning plan, 79.10 acres is for group housing colony and 52.965 acres of land for commercial complex besides the areas earmarked for institutional and social infrastructure developments. The area under dispute, where construction of commercial complex is being undertaken and for which Building Plans were approved by this office vide letter no.10894 dated 01.09.2010 has been earmarked as Plot No.3 in the Master Layout Plan. Copy of the letter dated 01.09.2010 is attached as **ANNEXURE R-3.** The area under dispute is a part of 52.965 acres commercial licensed area, whereas, Lagoon Complex comprises of area of about 7.93 acres. As already certified, the area of 7.93 acres is a part of the integrated group housing colony and not as an independent colony, as stated by the applicants. In view of the above said position, the construction of commercial mall by Respondent No.6 on the land in question is strictly in accordance with the approved Zoning/Building Plans.

A perusal of facts narrated above would reveal that the applicants without understanding the real issues have tried to mislead this Hon'ble Court. The FAR achieved by the colonizer for the area of 11.83 acres as per Deed of Declaration filed on 25.03.2009 is strictly in accordance with the Zoning Plans and Building Plans approved by the Department. Similarly, construction of the commercial complex on the land in dispute as shown in the Master Layout Plan is as per the approved demarcation/building plans. The applicants have no legal right to challenge the construction on the said commercial building on the ground that before construction of the building, the residents of the area were using it as open space, where children would play and adults would spend their time in mornings and evenings or that it would cause blockage of fresh air & sunlight to the residents of nearby area. Since, the area was lying vacant earlier, therefore, it may have been used by the children of the colony for playing purpose.

8. That it is also brought to the kind notice of this Hon'ble Court that the licensee has already obtained Part Completion Certificate for major portion of the licensed area and has completed the internal development works as per the approved services plans. Third party rights also stand created with the sale of the flats to different persons. The allegations regarding showing any favour to the colonizer by the answering respondent are quite baseless and misleading. As already submitted, on the request of the colonizer, out

of the total licensed area of 18.98 acres, the area of 8 acres was de-licensed from Group Housing Colony vide order dated 18.10.2001 and the colonizer got the license for Development of a Commercial Colony in the year 2001 on this land. Further, with the grant of subsequent licenses, a combined layout plan of 132.06 acres of Ambience Lagoon was approved. Construction of the commercial building on the land in question is a part of the total licensed area of 52.965 acres. The construction of the commercial building in dispute has been raised after approval of the building plans from the competent authority.

9. That it is also stated that in accordance with the directions given by this Hon'ble Court vide interim order dated 05.06.2015, officers of the Department of Town and Country Planning have inspected the site concerned and observed that construction of the commercial building in dispute is being carried out in accordance with the approved building plans and the site and location of the building is also as earmarked in the layout plan. District Town Planner (P) Gurgaon has inspected the site and found that commercial building has been constructed adjoining the residential development. The location of the same has been shown as 'A' on the location of the site plan which is annexed as **ANNEXURE R-4.** It is submitted that the commercial building having an area measuring 5.81 acres has been constructed at site on Plot No.3 of the integrated township of 132.065 acres and the building has stilt + ground floor + 1st floor to 11th floor. The Occupation Certificate after completion of the construction at the said site stands granted on 29.06.2015.

In view of the above said factual position, the applicants are not entitled for any relief as claimed in the present application and the same is liable to be dismissed being without any merit.

REPLY ON MERITS

1. That the contents of para no.1 of the application regarding filing of OA No.160 of 2015 by the applicants and passing of the order dated 19.05.2015 by this Hon'ble Tribunal being matter of record need no further comments from the answering respondent.

2. That in reply to para no.2 of the application, it is submitted that necessary instructions to colonizers getting license under the Act of 1975 to comply with the directions dated 10.04.2015 given by the Hon'ble Court in the matter of Vardhman Kaushik Vs. Union of India & Others have already

issued by the Department vide office letter dated 14.05.2015. copy of letter dated 14.05.2015 is attached as **ANNEXURE R-5.**

3. That the contents of para no.3 of the application relating to the applicant being residents of the Group Housing Colony namely Ambience Lagoon Apartments are matter of record. As already submitted in para no.1 of the preliminary submissions, the Ambience Lagoon welfare Association has already filed CWP No.2147 of 2012 before the Hon'ble Court Punjab and Haryana at Chandigarh and also filed a Complaint No.834 of 2011 before the Hon'ble Lokayukta for the same cause of action. Hence, filing of the present application for the same cause of action is an abuse of process of law.

4. That in reply contents of sub para 4, the submissions made in para no.3 to 6 of the preliminary submissions are reiterated. As already submitted, with the grant of licences for additional area, an integrated layout plan of 132.06 acres has been approved by the Department vide office letter dated 09.11.2004 (Annexure R-1), Accordingly, to the zoning plan, out of the 132.06 acres area, 79.10 acres is under Group Housing and 52.965 acres in under Commercial Complex which includes the area of 10.98 acres. Hence, there is no independent colony of 10.98 acres, but an integrated colony of 132.06 acres. Further, as already submitted, by constructing multi-stored towers, the FAR achieved by the colonizer is for 11.98 acres and not for 7.93 acres or 10.98 acres. This is clear from the Deed of Declaration dated 25.03.2009 filed by the colonizer (Annexure A-2). The FAR of 83780 sq.mtrs. achieved by the colonizer for 11.83 acres under group housing and for which Occupation Certificate has also been granted by the Department is in accordance with the policy of the Department and as per the zoning plans. The remaining area can be utilized by the colonizer in accordance with the zoning plan and after approval of the building plans.

5. That the averments made in para no.5 of the application are wrong and denied. As per submissions made in preliminary submissions and para no.4 aboe, no area of the residential complex has been usurped by the colonizer. It is wrong that the several open areas are being used by the colonizer for construction purposes. The construction is strictly in accordance with the approved zoning plans/building plans. As already clarified, the open space which is being alleged by the applicants as being used for commercial complex was earlier lying vacant and undetermined. Hence it might have been used as open space by the residents of the area

for different purposes but it does not means that they can raise objections when the same is being utilized by the colonizer for the approved purposes.

6. That the contents of para no.6being matter of record need no comment from the answering respondent.

7. That the contents of para no.7 of the application do not relate to answering respondent.

8. That the contents of para no. 8 of the application relating to issue of notification dated 13.08.2011 and public notice no. 1/2011 issued by the Central Ground Water Authority are matter of record.

9. to 12. That the content of para no. 9 to 12 of the application relate to respondent no 2

13. That the contents of para no. 13 of the application relating to passing of order dated 10.04.2015 by this Hon'ble Tribunal in the matter of Vardhman Kaushik Vs. Union of India & Others are matter of record.

14. That in reply to contents of para no. 14 of the application, the submissions made in para no. 3 to 7 of the preliminary submissions are reiterated. It is wrong to allege that the position of the commercial complex of about 3 acres in blocking all the fresh air and sunlight for the residents. It is also wrong that the construction of the commercial complex is being raised after felling of numbers of trees. The construction of the commercial complex is strictly in accordance with the approved zoning plans/building plans.

15. That in reply to contents of para no. 15 of the application, it is submitted that necessary instructions have already been issued to the colonizers getting license under the Act of 1975 for development of colony to comply with the direction dated 10.04.2015 issued by this Hon'ble Tribunal. If any such violation comes to the notice of this Department, action against the colonizers will be taken as provided under the law.

16. That the contents of para no. 16 of the application are wrong and denied. As per submission made in para no. 2 above, the necessary directions to comply with the order dated 10.04.2015 passed by this Hon'ble Tribunal in the matter of Vardhman Kaushik Vs. Union of

India and others have already been issued to the colonizers vide this office letter dated 14.05.2015 (ANNEXURE R-5).

17. That the contentions made in para no. 17 of the application are wrong and denied. As per submissions made in the preliminary submissions, License No. 19 of 1993 dated 09.07.1993 was granted for development of Group Housing Colony on the land measuring 18.98 acres. Later on, on the request of the colonizer license for the area of 8 acres out of this licensed area was de-licensed and license no. 8 of 2001 was granted to the colonizer for commercial colony for the 8 acres. Further, with the grant of further licenses for additional areas, the area of 10.98 acres has been merged with the combined layout plan of 132.6 acres. While getting the plans sanctioned, colonizer submitted building plans for development of residential multi storied towers in respect of 10.98 acres only which was in compliance of norms for development of group housing even as an independent development as per applicable norms and the remaining area of 8 acres was earmarked for future development and kept as undetermined. While developing the group housing scheme in two phases of 13 towers and 2 towers in respect of 10.98 acres of land the colonizer has achieved FAR of 11.83 acres by constructing total 15 multi-storied towers. It may be that the residents of the area were treating the area now under the commercial building as their area and children might be using that as play area, being the vacant space at that time. But this does not debar the colonizer from using the area for the purposes for which it is meant. It is also clarified that the 175 FAR is to be calculated on the basis of the entire licensed area of 132.06 acres. If the colonizer has achieved more than 175 FAR in particular towers, he will be required to avail less FAR in other towers. However, the total FAR would not exceed in any case more than permissible FAR of 175 for the entire colony area. Now when the colonizer has opted to construct a commercial building along the Group Housing area, which was lying earlier vacant/unplanned, the residents cannot allege that the area of open space is being utilized for commercial purposes. It is not a case of encroachment of any open space as earmarked in the layout plan. In fact, it is lack of understanding the concept of integrated colony on the part of the applicants which has lead to the unnecessary area controversy. The area earmarked as Open Space in the layout plan has not been changed or reduced in any way.

18. That the contents of para no. 18 of the application are wrong and denied in view of the detailed submission made in para no. 3 to 6 of the preliminary submission and para no. 17 above. The survey, if any, conducted by the Residents Welfare Association of the colony is misconceived. As already stated, no area earmarked as open space of the residential colony has been diverted for commercial complex. The construction of the building is strictly in accordance with the approved zoning plan/building plans.

19. That the contents of para no. 19 of the application are admitted to the extent that as per the zoning plan approved by Department, 15% of the area is required to be earmarked/obtained as open space. But it is wrong to allege that the area of open space has been reduced to less than 15%. The open space area earmarked for the group housing scheme in question has not been usurped in any manner. Moreover open space area earmarked for the entire 132.06 acres integrated complex is 23.15 acres which is 21.65 percent which is more than the permissible 15% of the total site of the integrated township. Thus, the contentions made in the para that the area earmarked for open space has been reduced resulting into environmental degradation and substantial increase in air pollution is misconceived and hence liable to be rejected.

20. That the contents of para no. 20 of the application relating to passing of order by the Hon'ble High Court of Delhi in the case of Paryavaran Awam Januthan Mission Vs. Lt. Governor are matter of record. However, facts of the present case are different from the facts of the case as cited by the applicant in this para.

21. That the contents of para no. 21 of the application relating to decision of the Hon'ble Supreme Court in the cases as mentioned in this para are matter of record. However, as already submitted in the preliminary submissions and para no. 17 above, no area earmarked as open space and park etc. in the approved layout plan has been usurped by the colonizer for commercial purposes.

22. That the contents of para no. 22 of the application are wrong and denied. It is vehemently denied that the answering respondent has taken any action which may amount to violation of item 4.2.2 of the National Forest Policy 1988.

23. That the contents of para no. 23 of the application relating to order passed by the Hon'ble Supreme Court in the matter of LafarageUmiam Mining (P) Ltd. Vs. Union of India are matter of record. However, it is wrong that the answering respondent has violated any provision of the Environmental (Protection) Act, 1986 or National Forest Policy.

24. That the contents of para no. 24 of the application relating to construction of the building in violation of the National Building Code of India 2005 are wrong and denied. It is stated that at the time of approval of the building plans, the setbacks as required to be maintained between the two towers have been duly left. The inter-se distance between the towers is also in accordance with the NBC.

25. That the contents of para no. 25 of the application relating to passing of order by this Hon'ble Tribunal in the case of Goa Foundation Vs. Union of India and Ranjana Jetley Vs. Union of India are matter of record. However, this not a case where any question relating to Environment is involved. The only issue raised by the applicants is regarding construction of a commercial complex of about 3 acres on the land which as per the submission of the answering respondents was earmarked as undetermined and according to the applicants, it was kept as open space. There is no question of creating air pollution. Further, as already stated similar issue has already been raised by the residents of Ambience Lagoon Apartments in CWP No. 2147 of 2012 and Complaint No. 834 of 2011 before the Haryana Lokayukta. Hence, agitating the same issue before this Hon'ble Tribunal is an abuse of process of law. Accordingly, the application deserves to be dismissed by the Hon'ble Tribunal.

26. That the contents of para no. 26 of the application are matter of record.

27. That the contents of para no. 27 of the application relating to the declaration of 1972 made in the United Nation Conference on the Human Environment is matter of record. However, it is vehemently denied that action of the answering respondents amounts to any violation of any provision of the Environment Act.

28. That the contents of para no. 28 of the application are admitted to the extent of filing of CWP No. 2147 of 2012 by the Ambience Lagoon Residents Welfare Association before the Hon'ble High Court of Punjab and Haryana. As already submitted, the issues raised in the petition

are the same as raised by the applicants in the present application. Hence, the same is liable to be dismissed on this ground alone.

29. That the contents of para no. 29 of the application need no comments from the answering respondents.

30. That the contents of para no. 30 of the application are wrong and denied. It is wrong that no cause of action has accrued to the applicants to file the present application as no legal right of the applicants has been infringed by the answering respondents. Moreover, the building plans for construction of the commercial building were approved by the answering respondents vide letter dated 01.09.2010 (Annexure R-3). Hence, the application is not maintainable at this belated stage.

31. That the averments made in para no. 31 of the application are wrong and denied in the view of the detailed submissions made in para no. 3 to 7 of the preliminary submission and para no. 7 above. The applicant have no cause of action to file the present application when a similar matter is already pending consideration before the Hob'ble High Court of Punjab and Haryana at Chandigarh.

In view of the above said position, the applicants have no cause of grievance to file the present application against the answering respondents & the same is liable to be dismissed being without any merit. It is therefore, respectfully prayed that the same may kindly be dismissed with costs.

(Sanjay Kumar)
District Town Planner, Gurgaon
Department of Town & Country Planning
Haryana, on behalf of Respondent No. 5

Place- NEW DELHI
Dated:- 3.9.2015

VERIFICATION:

Verified that the contents of para 1 to 9 of the preliminary submissions and para 1 to 31 of the reply on merits are true and correct to my knowledge and based on information derived from the official record which are believed by me to be correct. Legal submissions are based on advice. No part of it is false and nothing material has been concealed therein.

(Sanjay Kumar)
District Town Planner, Gurgaon
Department of Town & Country Planning
Haryana, on behalf of Respondent No. 5

Place- NEW DELHI
Dated:- 3.9.2015

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Annexure - R61

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RAJOKARI VILLAGE

DELHI HARYANA BORDER

RAJOKARI VILLAGE

DELHI HARYANA BORDER

OTHERS LAND

OTHERS LAND

OTHERS LAND

D.L.F
PHASE III

LOCATION PLAN

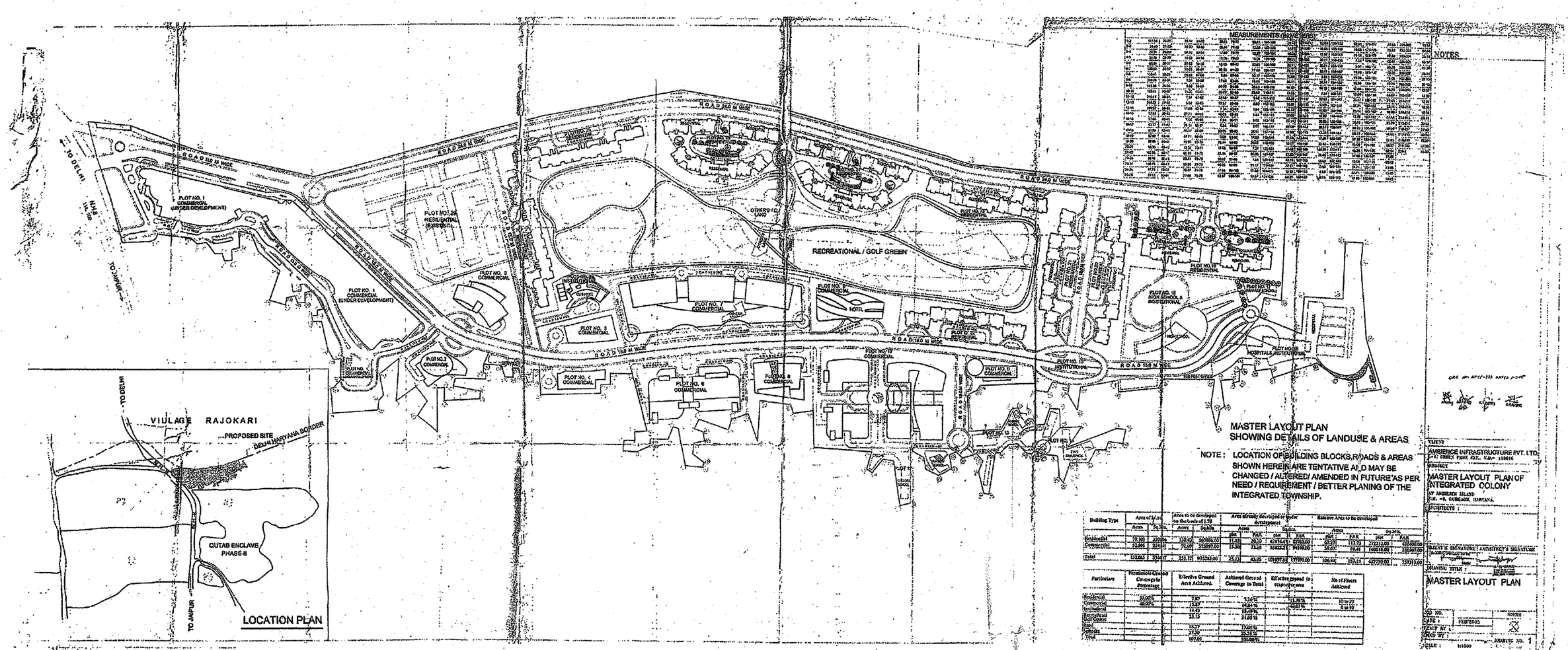
MEASUREMENTS (IN M.RDS)

ANNEXURE R-1

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ANNEXORE 8R-2

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MEASUREMENTS (in mm)

NOTES

MASTER LAYOUT PLAN
SHOWING DETAILS OF LANDUSE & AREAS

NOTE : LOCATION OF BUILDING BLOCKS, ROADS & AREAS SHOWN HEREIN ARE TENTATIVE AND MAY BE CHANGED / ALTERED/ AMENDED IN FUTURE AS PER NEED / REQUIREMENT / BETTER PLANING OF THE INTEGRATED TOWNSHIP.

Building Type	Area of Land		Area to be developed @ Sub-code of 1.50		Area already developed or under development				Balance Area to be developed			
	Acres	Sq.Mts.	Acres	Sq.Mts.	Area				Area			
					plot	FAR	plot	FAR	plot	FAR	plot	FAR
Residential	79.100	320096	158.42	641686.00	11.83	30.13	47915.15	47915.00	67.27	110.73	272213.85	272400.00
Commercial	23.900	96741	79.60	322097.00	13.30	23.15	53822.50	54000.00	26.62	69.68	168618.60	168097.00
Total	103.000	416837	238.02	963783.00	25.13	43.05	101737.65	177915.00	106.96	180.16	422750.02	739391.00

Particulars	Permissible Ground Coverage in Percentage	Effective Ground Area Achieved.	Achieved Ground Coverage in Total	Effective Ground to respective area	No of Floors Achieved
Residential	40.00%	1.97	9.36 %	11.78%	10 to 20
Commercial	40.00%	15.87	14.64 %	40.01%	6 to 10
Institutional		14.42	13.99 %		
Recreational		33.13	21.00 %		
Road		19.77	13.00 %		
Pathway		12.90	28.00 %		
Total		97.06	100.00%		

AMBIENCE INFRASTRUCTURE PVT. LTD.
3-41 GREEN PARK EXT. N.D.- 110016

PROJECT
MASTER LAYOUT PLAN OF INTEGRATED COLONY
AT AMBIENCE ISLAND
G.H. -8, GURGAON, HARYANA.

ARCHITECTS :

CLIENT'S SIGNATURE/ ARCHITECT'S SIGNATURE

DRAWING TITLE :
MASTER LAYOUT PLAN

JOB NO. 200510
DATE : FEB'2005
SCALE AT A1
AND AT :
SCALE : 1:1000 DRAWING NO. 1

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Annexure 88 – 3

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BR-III
(See Rule 44)

DIRECTORATE OF TOWN & COUNTRY PLANNING, HARYANA
SECTOR-18, CHANDIGARH.
Tele-Fax: 0172-2548475; Tel.: 0172-2549851, E-mail: tcphry@gmail.com
Website www.tcpharyana.gov.in

Memo No:- ZP-318/JD(BS)/2010/10894 Date:-01.09.2010

To

M/s Ambience Developers & Infrastructure Pvt. Ltd.
L-4, Green Park Extension,
New Delhi-110016.

Subject:- Approval of building plans of Commercial Building on Commercial Plot No. 3 being a part of integrated colony namely 'Ambience Island' on NH-8, Gurgaon being developed by M/s Ambience Developers & Infrastructure Pvt. Ltd.

Reference your application received in this office dated 09.06.2010 for permission to erect the Buildings in Commercial Building on Commercial Plot No. 3 being a part of integrated colony namely 'Ambience Island' on NH-8, Gurgaon in accordance with the plans submitted with it.

Permission is hereby granted for the aforesaid construction subject to the provisions of the Punjab Scheduled Roads & Controlled Areas Restriction of Unregulated Development Act, 1963, its rules and the zoning plan framed thereunder alongwith special reference to the following conditions: -

1. The plans are valid for a period of 2 years of the buildings less than 15.00 meters in height and 5 years for the multistoried buildings from the date of issuance of sanction, subject to validity of licenses granted for this scheme.
2. The structural responsibility of the construction shall be entirely of the owner/supervising architect/ Engineer of the scheme.

Further that:-

(a) A certificate from a recognized Structural Engineer shall be submitted to the department within 60 days of issuance of this letter that the structural design of the building is designed as per the provisions of NBC and relevant I.S. Code for all seismic load, all dead and live loads, wind pressure and structure safety from earth quake of the intensity expected under zone-IV.

(b) All material to be used for erection of building shall conform to I.S.I. and N.B.C. standards.

(c) No walls/ceiling shall be constructed of easily inflammable material and stair cases shall be built of the fire resisting material as per standard specification.

(d) The roof slab of the basement external to the buildings if any shall be designed/ constructed to take the load of fire tender up to 45 tones.

3. FIRE SAFETY:

The colonizer firm and the Supervising Architect of the project shall be entirely responsible for making provisions of fire safety and fire fighting measures and shall abide by all fire safety bye laws.

Further, the colonizer firm shall also prepare and submit the plans in triplicate to Commissioner, Municipal Corporation, Gurgaon, clearly marked and indicating the complete fire protection arrangements and means of escape/ access for the proposed building with suitable legend and standard signs.

On receipt of the above request the Commissioner, Municipal Corporation, Gurgaon after satisfying himself that the entire fire protection measures proposed for the above buildings are as per NBC and other Fire Safety Bye Laws and would issue a NOC from Fire Safety and means of escape/access point of view. This

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Assistant Town Planner
Office ...

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clearance/ NOC from Fire Authority shall be submitted in this office alongwith a set of plans duly signed by the Commissioner, Municipal Corporation, Gurgaon within a period of 90 days from the date of issuance of sanction of building plans. Further, it is also made clear that no permission for occupancy of the building shall be issued by Commissioner, Municipal Corporation, Gurgaon unless he is satisfied that adequate fire fighting measures have been installed by you and suitable external fire fighting infrastructure has been created at Gurgaon, by Municipal Corporation, Gurgaon. A clearance to this effect shall be obtained from the Commissioner, Municipal Corporation, Gurgaon before grant of occupation certificate by the Director.

4. No addition and alteration in the building plans/ layout plan shall be made without the prior approval of DTCP. Further only figured dimensions shall be followed and in case of any variation in the plans, prior approval of DTCP shall be pre-requisite.
5. That you shall furnish the service plan/ estimate of this scheme in accordance with approved building plans within 60 days from the date of issuance of this letter.
6. Based on the actual estimated cost of internal development of the commercial colony you shall furnish additional bank guarantee if required within 60 days of approval of the service plans.
7. The revenue rasta if any passing through the site shall be kept unobstructed.
8. If any infringement of bye-laws remains unnoticed, the department reserves the right to amend the plan as and when any such infringement comes to its notice after giving an opportunity of being heard and the department shall stand indemnified against any claim on this account.
9. The layout showing the electric installation shall have to be got approved from the Electrical Inspector, Haryana before execution of work at site.
10. No person shall occupy or allow any other person to occupy any new building or part of the same for any purpose what so ever until such building or part thereof has been certified by the Director or any person authorized by him in this behalf as having been completed in accordance with the permission granted and an occupation certificate in prescribed form has been duly issued in your favor.
11. Before grant of occupation certificate, you shall have to submit a notice of completion of the building in form BR-IV alongwith BR-V regarding completion of works described in the plans and it shall be accompanied by:

(i) Structural stability certificate duly signed by the recognized Structural Engineer.

(ii) A clearance from Fire Safety point of view from the Commissioner, Municipal Corporation, Gurgaon.

12. The basement shall be used for parking and services as prescribed in the approved zoning plan and building plans. Not more than 25% of the parking space within the shopping/commercial complex shall be allotted and this allotment shall be made only to the persons to whom shops/commercial space have been allotted. No parking space shall be allotted, leased out, sold or transferred in any manner to any third party. The parking lots shall form part of common areas along with other common uses, in the declaration to be filed under Apartment Ownership Act, 1983.

13. WATER SUPPLY

(i) The down take system shall be provided by you by providing clear water storage tank of not less than half day storage of water for domestic usage on the top of the building block. The capacity of the tanks as shown on the plan and down take system thereof are as under: -

Sr. No.	Name of Building Block	Capacity of tank for Domestic uses	Up pipe in mm	Down pipe in mm
1.	Office Building (dom)	1x56,000	65mm	80/65/50/40/32/25/20 mm

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2.	Flushing Tank	1x40,000	40mm	50/40/32/25/20 mm
3.	U.G.T. (Domestic)	2,00,000		

(ii) Inlet pipes from down take to toilet shall be 25/20/15 mm dia as shown on the plans and connection to each individual fixture shall be 15mm dia.

(iii) The adequate booster pumps to boost the water in the water tanks with 100% standby arrangement shall also be provided by you. It is made clear that you shall be sole responsible for boosting arrangement all the time.

(iv) The alternative arrangement of power supply, such as Generator Set etc. of suitable capacity shall also be provided by you during failure of electricity.

14. SEWERAGE:

(i) All external sewerage lines should not be less than 200 mm. Dia SW Pipes.

(ii) All soil pipe connection W.C. to soil stack/ manhole shall be 100 mm dia as shown on the plans.

(iii) Waste water pipes connecting F.T. to G.T. and F.T. to waste water stack shall be 100 mm/75 mm dia as shown on the plans.

(iv) Waste water stack shall be 100mm/ 75mm dia pipes as shown on the plans and soil stack shall be 100mm dia.

(v) All F.T. shall be 75mm dia.

(vi) All W.C. shall be provided with high/low level flushing cistern. The capacity of flushing cistern shall be of 8 liters.

(vii) All pipes from waste water stack to IC and IC to Manhole shall be of 100 mm dia pipe as shown on the plans.

(viii) You shall provide suitable approach/ ventilation arrangement by providing inspection window/ duct etc. for repairing of piping system.

(ix) The invert level of main sewer be checked by you prior to taking of connection/construction work.

15. Storm Water Drainage

(i) You have provided four level basements for parking/ services only. For draining out the wash water/rain water accumulated in the lower basement shall be collected through covered channel of 300 mm wide to the sumps at different places and from where the pumping has been proposed by you by providing pumps of 750 LPM capacity at 20.00 metres head. Thus, it is made clear to you that you shall be sole responsible for pumping out of rain water/ wash water etc. all the time and 100% standby pumps alternative power supply arrangement shall also be provided by you in case of failure of electricity/ breakdown.

(ii) All external storm water drainage shall be provided so as to disposal of rain water into the external system of the Town. You shall ensure invert level of Master Storm Water Drainage prior to taking up the work.

(iii) All rain water stacks pipes shall be 100/150/200 mm dia pipes as shown on the plans.

(iii) It is made clear to you that roof top rain harvesting system shall be provided by you as per norms and shall be kept operational all the time.

16. GENERAL:-

(i) That you shall not construct the building beyond 30.00 metres from the level of NH-8.

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Assistant Town Planner
Office-Distt. Town Planner
Gurgaon

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DIRECTORATE OF TOWN & COUNTRY PLANNING, HARYANA
SCO No. 71-75, 2nd Floor, Sector -17 C, Chandigarh
Phone: 0172-2549349, Email: tcphry@gmail.com, www.tcpharyana.gov.in

Office Order

Subject : Compliance of orders dated 10.04.2015 of Hon'ble National Green Tribunal in OA No. 21 of 2014 – Vardhaman Kaushik V/s UOI & others.

To comply with the orders of National Green Tribunal in OA No. 21 of 2014 - Vardhaman Kaushik V/s UOI & others, it is hereby ordered that:

1. The orders of Hon'ble National Green Tribunal dated 10.04.2015 in OA No. 21 of 2014 – Vardhaman Kaushik V/s UOI & others shall be hosted on the website of the Department for the information of the builders and general public.
2. All the Senior Town Planners in the field offices are directed to issue notices to all the colonizers/CLU holders where the building plans have been approved and/or the construction work is undergoing to comply with the directions referred above.
3. The Hon'ble Green Tribunal has directed as follows:-

(i) The Corporation, authority or instrumentality of the State vested with the power of sanctioning plans, drawings for construction of any commercial, residential and even construction of small plots would impose a clear condition that sanction of plans is subject to the builder, owner or person seeking sanction would strictly comply with the directions contained in this order as well as the MoEF Guidelines, 2010 while raising construction.

(ii) Such Authorities shall forth with issue notices to all the builders raising any kind of construction that they should strictly adhere to and comply with the directions contained in this order of the Tribunal as well as MoEF Guidelines, 2010 is relation to precautions required to be taken while carrying on construction.

(iii) Every builder or owner shall put tarpaulin on scaffolding around the area of construction and the building. No person including builder, owner can be permitted to store any construction material particularly sand on any part of the street, roads in any colony.

(iv) The construction material of any kind that is stored in the site will be fully covered in all respects so that It does not disperse in the Air in any form.

(v) All the construction material and debris shall be carried in the trucks or other vehicles which are fully covered and protected so as to ensure that the construction debris or the construction material does not get dispersed into the air or atmosphere, in any form whatsoever.

(vi) The dust emissions from the construction site should be l completely controlled and all precautions taken in that behalf.

(vii) The vehicles carrying construction material and construction debris of

Asstt. Town Planner
Office Dist. Town Planning
Gurgaon

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any kind should be cleaned before it is permitted to ply on the road after unloading of such material.

(viii) Every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris shall be provided with mask to prevent inhalation of dust particles.

(ix) Every owner and or builder shall be under obligation to provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.

(x) It shall be the responsibility of every builder to transport construction material and debris waste to construction site, dumping site or any other place in accordance with rules and in terms of this order.

(xi) All to take appropriate measures and to ensure that the terms and conditions of the earlier order and these orders should strictly comply with by fixing sprinklers, creations of green air barriers.

(xii) Compulsory use of wet jet in grinding and stone cutting.

(xiii) Wind breaking walls around construction site.

(xiv) All concerned Government that is state of NCT, Delhi state of U.P., state of Rajasthan and Haryana shall ensure that mining activity if otherwise permitted in accordance with law and orders of the Court is strictly regulated and carry out in a manner prescribed under rules and to ensure that least dust has emitted into air/atmosphere and all steps are taken to prevent the same.

(xv) The Corporation, DDA, HUDA, NOIDA, Greater NOIDA Authority and all other Authorities and instrumentalities of the state and its department shall make all efforts to increase the 'tree cover' area by planting large number of trees of various species depending upon the quality content of soil and other natural attendant circumstances.

(xvi) All the builders who are building commercial, residential complexes which are covered under the EIA Notification of 2006 shall provide green belt around the building that they construct. All Authorities shall ensure that such green belts are in existence prior to issuance of occupancy certificate.

(xvii) The state Government of NCT, Delhi, Haryana, Uttar Pradesh, state of Rajasthan, all Public Authorities in these states, Corporations, Development Agencies and all other Authorities persons and Departments of the state Government, Pollution Control Boards and Police Authorities shall ensure complete and expeditious compliance of all these directions with immediate effect.

a. The Station House Officer, Environmental Engineers, Engineers of the Corporation and of all the Regulatory and Development Authority responsible for sanctioning of plan, granting consent and issuance of completion certificate would be personally and strictly responsible for compliance of these directions in the area/areas that fall under their

Assistant Town Planner
Office-Distt. Town Planner
Gurgaon

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Endst. No. Misc-392/2015/ 7851 - 52 Dated : 14/5/15.

A copy is forwarded to the following:-

1. Principal Secretary to Government Haryana, Environment Department, Haryana Civil Secretariat, Chandigarh for information.
2. Member Secretary, Haryana State Pollution Control Board, Sector-6, Panchkula with a request to monitor and ensure strict compliance of the order dated 10.04.2015 of National Green Tribunal being the statutory authority in this regard.

(Jaswant Singh)
Senior Town Planner,
For Director General, Town & Country Planning,
Haryana, Chandigarh.

Endst. No. Misc-392/2015/ 7853-56 Dated : 14/5/15.

A copy is forwarded to the following for information and necessary action as per above:-

1. Chief Town Planner, Haryana.
2. Chief Co-ordination Planner, National Capital Region, Haryana
3. All STPs
4. All DTPs

(Jaswant Singh)
Senior Town Planner,
For Director General, Town & Country Planning,
Haryana, Chandigarh.

Assistant Town Planner
Office of Distt. Town Planner

Ambience Developers & Infrastructure Pvt. Ltd.

AMBIENCE the new standard

ANNEXURE X-1 (10)

August 25, 2016

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Mr. I.K. Kapila
Advocate
Court Commissioner appointed by
Hon'ble National Green Tribunal

In the matter of Anil Uppal & Others vs. Union of India & Others
OA No.238/2015

Dear Sir,

The Hon'ble National Green Tribunal, Principal Bench was pleased to appoint you Court Commissioner in OA No. 238/2015- Anil Uppal & Others vs. Union of India & Others, to visit Lagoon Apartment Complex NH-8 Gurgaon, particularly shown as the area No.10 & 11 in the sanctioned lay out plan at Annexure R-1 to the status report filed by District Town Planner (DTP), Gurgaon.

The District Town Planner (DTP), Gurgaon has wrongly filed sanctioned site plan of the colony, along with their status report. DTP, Gurgaon ought to have filed the completion plan of Lagoon Residential Apartment Complex. Certain deviations in the sanctioned layout plan of the complex were necessitated during construction of the project. All such changes were legally permissible and were duly condoned, compounded and sanctioned at the stage of granting the completion certificate in accordance with law. In view of that it is the completion plan which is relevant to ascertain the green areas existing at the site. As per law in a group housing complex green areas are required to be provided to the extent of 15% of the area of the complex which was duly provided as per the completion plan and same is in existence at site.

Regd. Office :L-4, GREEN PARK EXTENSION, NEW DELHI-110016. INDIA
TEL: 2619 6284, 2619 1394, 2619 1403, 2619 5042, 2619 4021 FAX: 2616 4757
E-mail:ambienceisland@vsnl.com Website: www.ambiencegroup.in
U74899DL1991PTC046129

We hereby annex the completion plan of Lagoon Residential Apartment Complex for your perusal and consideration. The Green areas provided in the Lagoon Residential Apartment Complex have duly been shown in the completion plan marked as green.

We therefore submit to you to kindly make the inspection of the site Lagoon Residential Apartment Complex with reference to the completion plan filed herewith.

Yours faithfully,

Encl: a/a

Regd. Office :L-4, GREEN PARK EXTENSION, NEW DELHI-110016, INDIA
TEL: 2619 6284, 2619 1394, 2619 1403, 2619 5042, 2619 4021 FAX: 2616 4757
E-mail:ambienceisland@vsnl.com Website: www.ambiencegroup.in
U74899DL1991PTC046129

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ANNEXURE O-11

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

MISC.APPLICATION NO. 968/6 OF 2016

IN

ORIGINAL APPLICATION NO. 238 OF 2015

IN THE MATTER OF:-

Anil Uppal & Others ... Appellant

Versus

Union of India & Others ... Respondent

Application on behalf of District Town Planner (Gurgaon), Department of Town & Country Planning, Haryana, seeking permission to withdraw the map attached with the status report dated 05.05.2016 and to place on record the Annexure-R-1 enclosed with present application

Most respectfully Showeth:

1. That vide order dated 05-06-2015 read with orders dated 28-07-2015, 19-02-2016 and 29-03-2016, this Hon'ble Tribunal was pleased to direct the Department of Town and Country Planning to inspect the site in question and to see if the parks and open spaces were the same as per sanctioned layout plan.

2. That according to the norms of Deptt. of Town & Country Planning, Haryana, developers of group housing colony are required to develop at least 15% of the total area as organized open space i.e. Tot-lots and playgrounds. That according to the declaration filed by respondent no. 6 on 25.03.2009, the land comprising of apartments building namely, Lagoon Residential Apartment Complex, covered car parking, roads and other open areas

2

admeasure 44,435.451 Sq.mtrs. According to the norms as prescribed in entry 11 of the approved Zoning Plan dated 25th October 2001, 15% of the said total area comes to 6665.31 Sq. mtrs.

3. That the 15 building blocks in the said Lagoon Residential Apartment Complex were developed by Respondent No.6 at different point of time as part of integrated colony 'Ambience Island', NH-8, Gurgaon and as such initially approved layout plans, building plans and zoning plans etc. were got revised/changed as per applicable rules, regulations and norms by the Respondent No.6 with the permission of the competent authority at the office of Director General of Town & Country Planning (DGTCP), Haryana, Chandigarh and accordingly, the development of Lagoon Residential Apartment Complex was completed in 2005. In this manner finality to the layout plan of Lagoon Residential Apartment Complex was attained only after approval/sanction of the layout plan and zoning plan of integrated township of Ambience Island by the DGTCP, Haryana, Chandigarh vide Memo No.2081 dated 01.03.2005 as per which area of the Lagoon Residential Apartment Complex was earmarked as plot no.29.

4. That as per the directions of this Hon'ble Court, the officials from office of respondent no. 5 had visited the site and checked the green areas at site. However, the green areas as per the sanctioned plans of the site was referred to while making the map, which was annexed as Annexure R-1 with status report filed on 05.05.2016. The areas were checked visually at site and were shown on the initial sanctioned plan instead of Master Layout Plan of integrated colony copy of which has been filed with reply to OA as Annexure-R-2 at page no.308. The green area at Sr. No. 10 & 11 of Annexure-R-1 of the earlier status report were shown notionally. However, as already submitted to this Hon'ble Court in reply to OA that the Department of Town & Country Planning has approved Master Layout Plan of integrated colony. At the portion in front of block E & F, commercial building stands approved as per the

3

provision of the Act/Rules and similarly the road / Group Housing are planned in front of tower-B1. The context in which physical survey has been done at site by the officials was required to be transferred on map. Inadvertently, the green areas while marking on the plan, the reference of sanctioned plan of 2001 was taken into account instead of master layout plan approved in 2005. The error took place while converting the physical survey to the plan on computer while making the map. The error is inadvertent and not intentional. However, for proper adjudication of the facts of the case, the green area existing on site is now shown on the relevant part of master layout plan i.e. plot no.29 showing all such details. The plan showing all details of green spaces at site is now annexed as **Annexure-R-1** to the present application. It is again stated that 15% open /green spaces as per provision of Zoning Plan exist at site. The area under green and open spaces along-with exact dimensions shown in green & sky blue colour in Annexure-R-1 shows overall area and same comes out to be 8212.883 Sq mtr., which is 18.48% of 10.98 acr es of the site.

6. That vide order dated 16.08.2016, the Hon'ble Tribunal was pleased to appoint a Local Commissioner to inspect the site in question.

7. That after the Local Commissioner was appointed and area was revisited with him, the applicant got chance to examine the plan attached with previous status report and mistake was realized as explained above. Therefore, the present application is being filed and the actual position of green and open area is being depicted on relevant part of master layout plan i.e. plot no.29. Copy of relevant part of master layout plan approved in 2005 i.e. plot no.29 showing green and open space at site has been enclosed herewith as Annexure R-1.

8. That the applicant humbly submits that actual site plan may kindly be taken on record and the map attached with the previous status report may kindly be allowed to be withdrawn.

4

9. The present application is being filed in the aforesaid background. I unconditionally tender my apology for the inadvertent mistake as explained above and assure this Hon'ble Tribunal to be more careful in future.

In view of facts and circumstances mentioned hereinabove the applicant humbly prays to:

(a) Accept the unconditional apology of the applicant;

(b) Permit the applicant to withdraw the map attached with the status report dated 05.05.2016 and to place on record the Annexure-R-1 enclosed with this application;

(c) Pass any other appropriate order as this Hon'ble Tribunal deems fit and proper in the facts and circumstances of the present case.

Place: Gurgaon
Dated:19.09.2016

(Mohan Singh)
District Town Planner Gurgaon
Department of Town &
Country Planning, Haryana

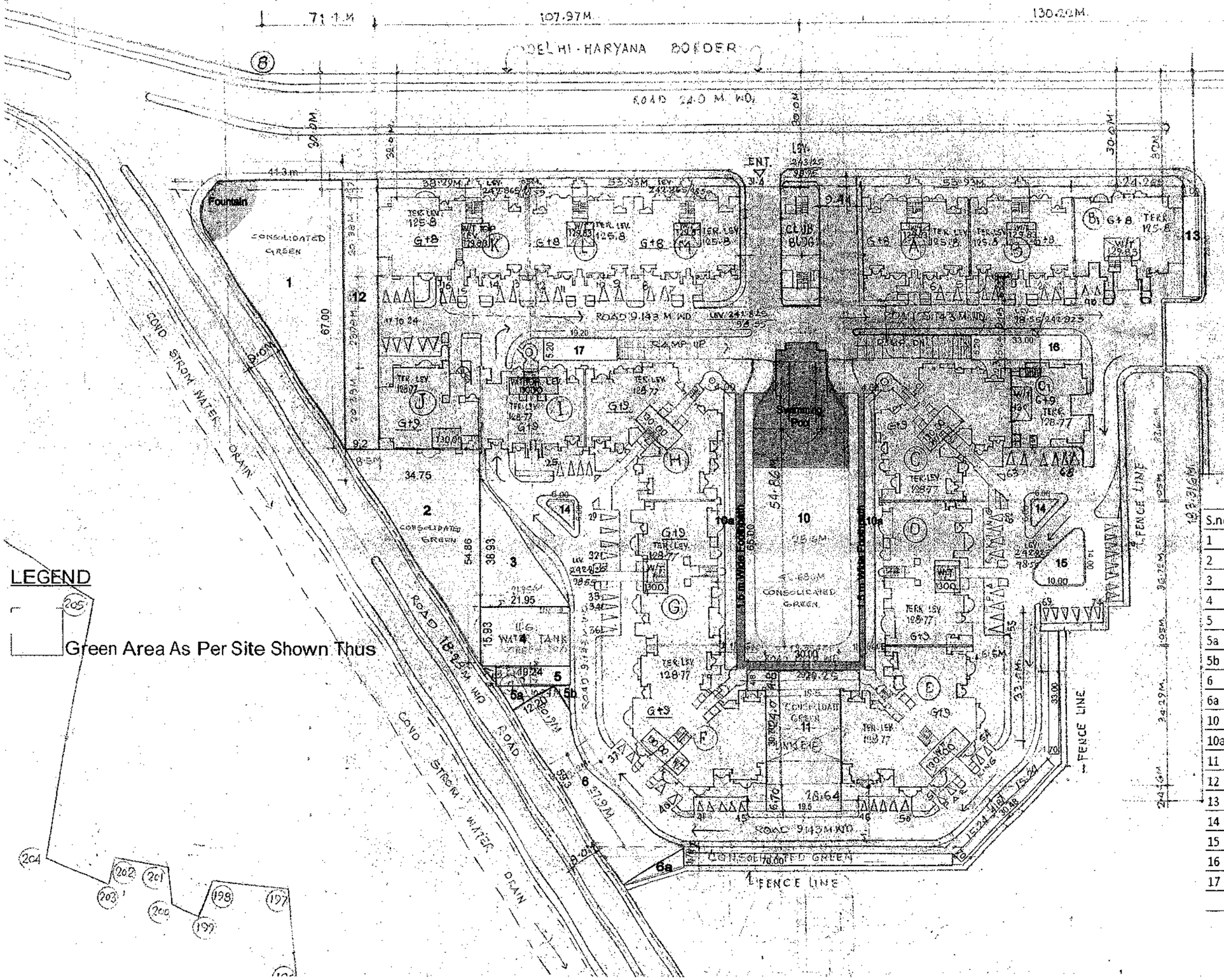
VERIFICATION

Verified that the above report is true and correct to my knowledge and based on my personal inspection carried out and the measurements taken in my presence. Nothing contained therein is false or material suppressed.

Place: Gurgaon
Dated:19.09.2016

(Mohan Singh)
District Town Planner Gurgaon
Department Of Town &
Country Planning, Haryana

A 100 1



LEGEND

44435.451
15 J. 6665.31

Green Area (As per Site)		
S.no	Detail	Area (sq.m)
1	(1/2 x 67.00 x 32.1)	1075.35
2	1/2 x 54.86 x 34.75	953.19
3	1/2 x 38.93 x 21.95	427.25
4	21.95 x 15.93	349.66
5	4.27 x 19.24	82.15
5a	1/2 X 5.2 X 17	44.2
5b	1/2 X 4.8 X 2.24	5.37
6	13.2x 59.3	782.76
6a	1/2 X 17 X 4.8	40.8
10	(65.00x 30.00) + (10 x 10)	2050.00
10a	(65.00x 4.00) x 2	520.00
11	(19.5 x 30.70) + (29.2 x 4.8)	738.81
12	9.2 x 67.00	616.40
13	5 x 29.90	149.50
14	(1/2 x 6.0 x 6.0) x 2	36.00
15	1/2 x 14 x 10	70.00
16	5.2 x 33.00	171.60
17	5.2 x 19.20	99.84
	Total Green Space	8212.883

47874
4787
2394
7181

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(7)

ANNEXURE O-12 Report of NRO cf

BY Hand

भारत सरकार
GOVERNMENT OF INDIA
पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय
MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE
उत्तर क्षेत्रीय कार्यालय, चंडीगढ़ / **Northern Regional Office, Chandigarh**

F. No.: 4-889/2010-RO (NZ)/334-337 Dated: 07.11.2019

To

Dr. Subrata Bose, Scientist-F, IA – III Division (Infrastructure),
Ministry of Environment, Forest & Climate Change,
Indira Paryavaran Bhawan, Jor Bagh Road,
New Delhi – 110 003.
(Email: subrata.bose@nic.in)

Sub.-: O.A. No. 238 of 2015 in the matter of Anil Uppal Vs. Union of India, pending before Hon'ble NGT, Principle Bench at New Delhi – Submission of **report on 'Quantification of environmental compensation in terms of the loss of environmental benefits/ services** reg.

Ref.-: i. EC no. SEIAA/HR/2010/704 dated 01.09.2010
ii. MoEF&CC vide letter dated 24.09.2019.

Sir,

With reference to the cited subject and letter under reference, this office has convened a meeting on 22.10.2019 at Northern Regional Office, Ministry of Environment, Forest & Climate Change, Chandigarh on 'Quantification of environmental compensation in terms of the loss of environmental benefits/ services in the matter of O.A. No. 238/2015 in the matter of Anil Uppal Vs. Union of India.'

As per decision taken in the meeting a report on quantification of environmental compensation has been prepared jointly by the representatives of the MoEF&CC, CPCB & Haryana SPCB. The total value of environmental compensation has been assessed and calculated by using formula given in the *"Report of the CPCB In-house Committee on Methodology for Assessing Environmental Compensation and Action Plan to utilize the fund"* as given below and **submitted for your necessary action**:

- **Environmental Compensation** = 50 x 609 x 100 x 1.5 x 1.5 = **₹68,51,250** (Rupees Sixty Eight Lakhs Fifty One Thousand Two Hundred and Fifty Only).

Enclosed: A/A

Yours faithfully,

7/11/2019
(Dr. K. K. Garg)
Scientist-C

Copy to:

1. The Shri Arvind Nautiyal, Joint Secretary (Infrastructure), IA – III Division (Infrastructure), Ministry of Environment, Forest & Climate Change, Indira

बेज नं. 24-25, सेक्टर-31ए, चंडीगढ़-160030 / **Bays No. 24-25, Sector-31 A, Chandigarh-160030**
दूरभाष/**Tel No:** 0172-2638994 **Fax No:** 0172-2638135 **Email:** chdmoefenv@gmail.com; rouz.chd-mef@nic.in

J. Rose 08.11.19

ADCV KS)

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Paryavaran Bhawan, Jor Bagh Road, New Delhi – 110 003 for information. **(Email: arvind.nautiyal@gov.in)**

2. The Member Secretary, Haryana Pollution Control Board, C-11, Sector-6, Panchkula, Haryana-134109 for information. **(Email: hspcbms@gmail.com).**
3. The Member Secretary, Central Pollution Control Board, Parivesh Bhawan, CBD-cum office complex, East Arjun Nagar, New Delhi -110 032 for information. **(Email: mscb.cpcb@nic.in)**

बेज नं. 24-25, सेक्टर-31ए, चंडीगढ़-160030 / Bays No. 24-25, Sector-31 A, Chandigarh-160030
दूरभाष/Tel No: 0172-2638994 **Fax No:** 0172-2638135 **Email:** chdmoefenv@gmail.com; ronz.chd-mef@nic.in

Report on 'Quantification of environmental compensation in terms of the loss of environmental benefits/ services in the matter of O.A. No. 238/2015 in the matter of Anil Uppal Vs. Union of India'.

On the basis of deliberations during the meeting convened on 22.10.2019 at Northern Regional Office, Ministry of Environment, Forest & Climate Change, Chandigarh on above subject matter a **"Report on quantification of environmental compensation has been prepared jointly by the representatives of the MoEF&CC, CPCB & Haryana SPCB as per directions received from MoEF&CC, New Delhi.** Minutes of the meeting is attached as **Annexure-1.**

Clause by clause issues relating to non-compliances noticed by representatives of MoEF&CC and Haryana SPCB during their joint monitoring visit to the project site on 02.07.2019, were discussed to identify the extent of non-compliance. After detailed deliberations and taking inputs from all representatives following decisions were taken:-

Specific Cond. No.	Condition as per EC	Field Observations	Decision
IV	The solid waste generated should be properly collected and segregated. Bio-degradable waste will be decomposed at site and Dry/inert solid waste should be disposed off to approve sites for land filling after recovering recyclable material.	No solid waste segregation facility was observed by MoEF&CC representative at project site during the visit. However, PP vide letter dated 22.07.2019 has submitted the photographs of dual bins provided at the project site for segregation of solid waste. It was observed that PP has installed bio-degradable waste composting machine at the basement of the project. PP has submitted the copy of agreement with 'Sharma Enterprises' dated 1.09.2016 for collection of dry solid waste and valid up to 31.08.2021.	It was concluded that the project was having a biodegradable waste composting machine at the basement but the bins were only provided adjacent to it instead of at every floor. Considering the commercial nature of the project and limited quantity of solid waste generation (other than bio-degradable type waste) and agreement submitted by the PP for collection and disposal solid waste by third party, it was decided that this condition doesn't warrant any environmental compensation as such.
VII	The project proponent should maintain at least 20% as green cover area for tree plantation especially all round the periphery of the project and on the road sides	During the visit of MoEF & CC representative, it was observed that plantation to achieve proper green belt as per the norms of CPCB was not there however, if only number of trees are to be considered irrespective of	It was decided that the plantation calculations claimed by the PP is inadequate and as per the MoEF&CC Notification dated 09/12/2016 and the condition stated therein the environment clearance letter regarding 20 % green cover, total number of trees should be 294

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	preferably with local species so as to provide protection against particulates and noise. The open spaces inside the plot should be preferably landscaped and covered with vegetation/grass.	placement of trees, the PP has submitted that This project is having land area 23500 m^2 and they have provided 128 trees which theoretically covers 20% area of land on the basis of MoEF & CC notification dated 09.12.2016 which requires 1 tree per 80 m^2 of area. Approx 128 trees were observed during the visit. PP has also provided the drawing of tree plantation.	against which only 128 trees have been reported by PP so far. Detailed calculation is given below: • Total plot = 23500 m^2 • As per MoEF&CC notification dated 09.12.2016 trees required to be planted = 1 tree/80 m^2 area. • Total no. of trees to be planted = 23500/80 = 293.75 or say 294. • Total no. of trees planted as claimed by PP = 128 • Shortage of trees as per notification = 294 - 128 = 166 • As per EC condition PP is required to develop greenbelt in 20% area of the entire project. • Percentage of greenbelt area not developed by PP (out of 20%) = (166÷294) × 20 ≈11% Accordingly this condition was considered for the purpose of Environmental compensation calculation.
VIII	Weep holes in the compound front walls shall be provided to ensure natural drainage of rainwater in the catchment area during the monsoon period.	No weep holes have been observed in the compound front wall during the visit.	The condition has been taken as non-complied and considered for the purpose of Environmental compensation calculation.
XIII	Energy conservation measures like installation of CFLs/TFLs for lighting the areas outside the	PP has provided CFLs/TFLs for lighting the areas outside the building. PP has not provided the information for disposal of used CFLs/TFLs.	It has been noted on the date of inspection, that the solar panels were not installed making the condition non-compliant and has been considered for the purpose of

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	building should be integral part of the project design and should be in place before project commissioning. Used CFLs/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 adopted to the maximum extent possible for energy conservation.	No solar panels have been observed at project site by MoEF&CC representative. Same has been informed by the PP during the site visit. However, after the site visit vide its letter dated 22.07.2019 PP has submitted photographs of solar panels installed on roof top.	Environmental compensation calculation.
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 points from the roads adjoining the proposed project site. Parking should be fully internalized and no public space should be used.	PP has provided 03 basements + stilt for parking instead of 4 basement +stilt as per EC. PP has submitted that they have parking space for 855 ECS at basements, stilt and open parking space.	The absence of one basement has been noted as a violation of building bye laws which resulted into shortage of parking spaces as envisaged in the Environmental Clearance dated 01.09.2010, wherein, PP was supposed to provide ECS facility for 1276 vehicles. But ECS for only 855 vehicles are created leaving a gap of 433 vehicles. Accordingly, the condition has been considered for the purpose of Environmental compensation calculation.

After identifying non-compliances of conditions of Environment Clearances dated 01.09.2010, the assessment of environmental compensation has been calculated as below:

a. 'Quantification of Environmental Compensation has been done on the basis of Joint Monitoring Report submitted by NRO Chandigarh & Haryana State Pollution Control Board (Haryana SPCB) and no further site visit is required.

b. Environmental Compensation has been calculated on the basis of ***"Report of the CPCB In-house Committee on Methodology for Assessing Environmental Compensation and Action Plan to utilize the fund"*** as specified under item (b) of para 1.3 *"Not complying with the directions issued,*

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such as direction for closure due to non-installation of OCEMS, non-adherence to the action plans submitted etc" under Section 1.3 (Methodology for Assessing Environmental Compensation.

Environmental Compensation has been assessed by using the following formula given under Section 1.3.1 of the CPCB Report, i.e.,

EC (Environmental Compensation) = **PI** (Pollution Index for Industrial Sector) × **N** (Number of days of violation took place) × **R** (Factor in Rupees for Environmental Compensation) × **S** (Factor for Scale of operation) × **LF** (Location factor)

Where,

PI (Pollution Index): It has been decided that for orange category project (Building and Construction) has been taken as 50;

N (Number of days violation took place): It has been decided that the date of violation be considered from the date of issue of Consent to Operate (CTO), which was 31.08.2017. Therefore, N = 609 (time elapsed between 31.08.2017 & 02.07.2019 the date of monitoring);

R (Factor in Rupees for Environmental Compensation): It has been decided that the value of 'R' be fixed on the basis of percentage violation observed with respect to non-compliance of conditions of Environmental Clearance. In the present case, 04 (four) non-compliance were identified in the meeting out of total 22 conditions. Accordingly, percentage of violation was calculated (4÷22) x 100 = 18.18%. On the basis of percentage violation, the value of R was calculated 500x18.18% = 90.90. However, as per CPCB Report, minimum value of R is 100, therefore, minimum value of R=100 has been considered for calculation of environmental compensation;

S (Factor of scale of operation): The value of 'S' depends on the project cost, which is 1.5 for large scale projects having cost greater than 10 Crores. In the present case, cost of the project is 108 crores, which is greater than 10 crores. Therefore, value of 'S' has been taken as 1.5 for calculation of environmental compensation;

LF (Location factor): The population (2011) of Gurugram was 8,76,969. Therefore, value of LF in present case has been taken as 1.5 for calculation of environmental compensation;

c. On the basis of above considerations, the total value of Environmental Compensation has been assessed as:

Environmental Compensation = 50 x 609 x 100 x 1.5 x 1.5 = **₹68,51,250** (Rupees Sixty Eight Lakhs Fifty One Thousand Two Hundred and Fifty Only).

4/11/2019

Dr. K. K. Garg
(Scientist 'C', NRO MoEF&CC, Chandigarh)

Shri Vishal Gandhi
(Scientist 'D', CPCB)

Shri Vijay Chaudary
(AEE, HSPCB)

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Annexure-1

Minutes of the meeting convened on 22.10.2019 at Northern Regional Office, Ministry of Environment, Forest & Climate Change, Chandigarh on 'Quantification of environmental compensation in terms of the loss of environmental benefits/ services in the matter of O.A. No. 238/2015 in the matter of Anil Uppal Vs. Union of India.'

In compliance to the directions received from Ministry, New Delhi on the subject cited above, a meeting was convened under the Chairmanship of Dy. Director General of Forests (C) & HOD, Northern Regional Office, Chandigarh on 22.10.2019 at 12:30 PM to discuss the issues related with 'Quantification of environmental compensation in terms of the loss of environmental benefits/ services in the matter of O.A. No. 238/2015 in the matter of Anil Uppal Vs. Union of India.' The meeting was attended by the representatives of Central Pollution Control Board (CPCB) and Haryana State Pollution Control Board (HSPCB). List of participants is annexed at ***Annexure-A***.

During the meeting, Dr. K.K. Garg, Sc.'C' appraised the members about the issues involved in the matter flowing out of directions of Hon'ble NGT vide its order dated 09.01.2018 & 29.04.2019 regarding the need to quantify compensation for environmental benefits/services, if any, for non-compliance of the environmental conditions by M/s Ambience Developers Pvt. Ltd.

Clause by clause issues relating to non-compliances noticed by representatives of MoEF&CC and Haryana SPCB during their joint monitoring visit to the project site on 02.07.2019 were discussed to identify the extent of non-compliance. After detailed deliberations and taking inputs from all experts present in the meeting the following decisions were taken in the meeting:-

Specific Cond. No.	Condition as per EC	Field Observations	Decision taken in the meeting
IV	The solid waste generated should be properly collected and segregated. Bio-degradable waste will be decomposed at site and Dry/inert solid waste should be disposed off to approve sites for land filling after recovering recyclable material.	No solid waste segregation facility was observed by MoEF&CC representative at project site during the visit. However, PP vide letter dated 22.07.2019 has submitted the photographs of dual bins provided at the project site for segregation of solid waste. It was observed that PP has installed bio-degradable waste composting machine at the basement of the project. PP has submitted the copy of agreement with 'Sharma Enterprises' dated 1.09.2016 for collection of dry solid waste and valid up to 31.08.2021.	During discussions it was concluded that the project was having a biodegradable waste composting machine at the basement but the bins were only provided adjacent to it instead of at every floor. Considering the commercial nature of the project and limited quantity of solid waste generation (other than bio-degradable type waste) and agreement submitted by the PP for collection and disposal solid waste by third party, it was decided that this condition doesn't warrant any environmental compensation as such.
	The project proponent should maintain at	During the visit of MoEF & CC representative, it was observed	After discussions it was decided that the plantation calculations claimed by the PP is inadequate and as per

Annexure-1

VII	least 20% as green cover area for tree plantation especially all round the periphery of the project and on the road sides preferably with local species so as to provide protection against particulates and noise. The open spaces inside the plot should be preferably landscaped and covered with vegetation/grass.	that plantation to achieve proper green belt as per the norms of CPCB was not there however, if only number of trees are to be considered irrespective of placement of trees, the PP has submitted that This project is having land area 23500 m^2 and they have provided 128 trees which theoretically covers 20% area of land on the basis of MoEF & CC notification dated 09.12.2016 which requires 1 tree per 80 m^2 of area. Approx 128 trees were observed during the visit. PP has also provided the drawing of tree plantation.	the MoEF&CC Notification dated 09/12/2016 and the condition stated therein the environment clearance letter regarding 20 % green cover, total number of trees should be 294 against which only 128 trees have been reported by PP so far. Detailed calculation is given below: • Total plot = 23500 m^2 • As per MoEF&CC notification dated 09.12.2016 trees required to be planted = 1 tree/80 m^2 area. • Total no. of trees to be planted = 23500/80 = 293.75 or say 294. • Total no. of trees planted as claimed by PP = 128 • Shortage of trees as per notification = 294 - 128 = 166 • As per EC condition PP is required to develop greenbelt in 20% area of the entire project. • Percentage of greenbelt area not developed by PP (out of 20%) = (166÷294) × 20 ≈11% Accordingly this condition was considered for the purpose of Environmental compensation calculation.
VIII	Weep holes in the compound front walls shall be provided to ensure natural drainage of rainwater in the catchment area during the monsoon period.	No weep holes have been observed in the compound front wall during the visit.	The condition has been taken as non-complied and considered for the purpose of Environmental compensation calculation.

Annexure-1

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/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 adopted to the maximum extent possible for energy conservation.	PP has provided CFLs/TFLs for lighting the areas outside the building. PP has not provided the information for disposal of used CFLs/TFLs. No solar panels have been observed at project site by MoEF&CC representative. Same has been informed by the PP during the site visit. However, after the site visit vide its letter dated 22.07.2019 PP has submitted photographs of solar panels installed on roof top.	It has been noted on the date of inspection, that the solar panels were not installed making the condition non-compliant and has been considered for the purpose of Environmental compensation calculation.
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 points from the roads adjoining the proposed project site. Parking should be fully internalized and no public space should be used.	PP has provided 03 basements + stilt for parking instead of 4 basement +stilt as per EC. PP has submitted that they have parking space for 855 ECS at basements, stilt and open parking space.	The absence of one basement has been noted as a violation of building bye laws which resulted into shortage of parking spaces as envisaged in the Environmental Clearance dated 01.09.2010, wherein, PP was supposed to provide ECS facility for 1276 vehicles. But ECS for only 855 vehicles are created leaving a gap of 433 vehicles. Accordingly, the condition has been considered for the purpose of Environmental compensation calculation.

Annexure-1

After identifying non-compliances of conditions of Environment Clearances dated 10.09.2010, the assessment of environmental compensation has been calculated as below:

a. 'Quantification of Environmental Compensation to be done on the basis of Joint Monitoring Report submitted by NRO Chandigarh & Haryana State Pollution Control Board (Haryana SPCB) and no further site visit is required.

b. Environmental Compensation to be calculated on the basis of ***"Report of the CPCB In-house Committee on Methodology for Assessing Environmental Compensation and Action Plan to utilize the fund"*** as specified under item (b) of para 1.3 *"Not complying with the directions issued, such as direction for closure due to non-installation of OCEMS, non-adherence to the action plans submitted etc" under* Section 1.3 (Methodology for Assessing Environmental Compensation.

Environmental Compensation to be assessed by using the following formula given under Section 1.3.1 of the CPCB Report, i.e.,

EC (Environmental Compensation) = **PI** (Pollution Index for Industrial Sector) × **N** (Number of days of violation took place)×**R** (Factor in Rupees for Environmental Compensation) × **S** (Factor for Scale of operation) × **LF** (Location factor)

where,

PI (Pollution Index): It has been decided that for orange category project (Building and Construction) has been taken as 50;

N (Number of days violation took place): It has been decided that the date of violation be considered from the date of issue of Consent to Operate (CTO), which was 31.08.2017. Therefore, N = 609 (time elapsed between 31.08.2017 & 02.07.2019 the date of monitoring);

R (Factor in Rupees for Environmental Compensation): It has been decided that the value of 'R' be fixed on the basis of percentage violation observed with respect to non-compliance of conditions of Environmental Clearance. In the present case, 04 (four) non-compliance were identified in the meeting out of total 22 conditions. Accordingly, percentage of violation was calculated (4÷22) x 100 = 18.18%. On the basis of percentage violation, the value of R was calculated 500x18.18% = 90.90. However, as per CPCB Report, minimum value of R is 100, therefore, minimum value of R=100 has been considered for calculation of environmental compensation;

S (Factor of scale of operation): The value of 'S' depends on the project cost, which is 1.5 for large scale projects having cost greater than 10 Crores. In the present case, cost of the project is 108 crores, which is greater than 10 crores. Therefore, value of 'S' has been taken as 1.5 for calculation of environmental compensation;

LF (Location factor): The population (2011) of Gurugram was 8,76,969. Therefore, value of LF in present case has been taken as 1.5 for calculation of environmental compensation;

c. On the basis of above considerations, the total value of Environmental Compensation has been assessed as:

Environmental Compensation = 50 x 609 x 100 x 1.5 x 1.5 = **₹68,51,250** (Rupees Sixty Eight Lakhs Fifty One Thousand Two Hundred and Fifty Only)

d. On the basis of above deliberations, it was decided that a "Report on quantification of environmental compensation be prepared jointly by the representatives of the MoEF&CC, CPCB & Haryana SPCB and be submitted to the Ministry.

The meeting ended with the vote of thanks to the chair.

Annexure-A

Attendance Sheet

Meeting held on 22.10.2019 regarding OA NO. 238/2015 at NRO MoEF&CC, Chandigarh

S. No.	Name	Designation/organization	Mobile no. & Email address	Signature
1.	VIJAY CHAUDHARY	AEE., HSPCB, Gurugram(N)	9810960254	
2.	Vishal Gandhi	Sc 'D', CPCR, H.O	9891254423 vishal.cpcb@gmail.com	
3.	CD SINGH	DDGF(Cntrl), NRO, Chd	9868809513	
4.	K.Z. Bhutia	DIGF(C), NRO, Chandigarh	809 109 1055	
5.	S.D. Sharma	DIGF(C) NRO Chd	9816023362	
6.	Dr. Vimal Khatri	Sc 'D', NRO Chandigarh	9464122468	
7.	Dr. K.K. Garg	SC 'C', NRO Chandigarh	08114439730	
8.	M.D. Purohit	Sc-'C' NRO Chandigarh	9413845550	
9.				
10.				
11.				

Ambience Developers & Infrastructure Pvt. Ltd.

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Date: 29.09.2020

To,

The Nodal Officer,
Joint Inspection Committee,
CPCB, East Arjun Nagar,
Shahdara,
Delhi-110032.

Subject: **Submission of information, explanation, clarifications, and documents sought by the Joint Inspection Committee Constituted by Hon'ble NGT in O.A. No. 238 of 2015 titled as Anil Uppal and Others V/s Union of India and Others vide order dated 11.02.2020.**

Respected Sir,

Members of the Joint Inspection Committee (JIC) constituted by Hon'ble NGT vide order dated 11.02.2020 in O.A. No. 238 of 2015 titled as Anil Uppal and Others V/s Union of India and Others were kind enough to visit the site on 21.09.2020 for inspection and ascertaining the factual position at site personally for the purpose of preparing and submission of the requisite report to the Hon'ble NGT as per the directions. Members of the JIC after meeting and hearing the contentions of the Petitioners came to meet and hear the representatives of Ambience Developers and Infrastructure Pvt. Ltd. and also to inspect the Ambience Corporate Office Tower-II at Plot No.3, Ambience Island, Gurgaon. A detailed presentation was made to the members of the Joint Inspection Committee (JIC) explaining the relevant facts and details on the basis of supporting documents. Contentions were also made against the completely baseless and false allegations levelled by the Petitioners in the matter. After that the members carried out detailed inspection and verifications of various facts, details and measurements etc. The esteemed committee members mainly focused the discussions on following issues:-

1. How much the area has been utilized towards development of Ambience Lagoon Apartment Complex and how much of that area exists at site at present.

2. Whether the area of Ambience Lagoon Apartment Complex has been reduced from 10.98 Acres to 7.93 Acres.

3. Whether an area of 3.9 acres of land of Ambience Lagoon Complex has been utilized for construction of Ambience Corporate Office Tower-II?

4. Whether mandated Organized Green Space of 15% of total area of Group Housing Colony namely Ambience Lagoon Residential Apartment Complex has been provided therein and what is its status at present?

On the basis of inspection and measurement of the site of Ambience Lagoon Residential Apartment Complex, Ambience Corporate Office Tower II on Plot No.3 and the surroundings

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and roads etc. and submissions made before the members of the Joint Inspection Committee (JIC), we were asked to submit all the relevant details, information and explanation in writing alongwith supporting documents, sanctioned plans and licences issued by the Director, Town & Country Planning (DTCP), Haryana, Chandigarh etc. on official email of CPCB. Accordingly, we humbly submit as under :-

1. **How much the area has been utilized towards development of Ambience Lagoon Apartment Complex and how much of that area exists at site at present.**

   i) HLF Enterprises Pvt. Ltd. (HLF) (now known as Ambience Developers and Infrastructure Pvt. Ltd.) in the year 1991-92 had acquired 22.98 acres of land in village Nathupur, District Gurgaon, Haryana on National Highway (NH) - 8, adjacent to Delhi-Gurgaon border falling under Special Zone as per Development Plan of Gurgaon wherein each and every portion of land is permitted for multiple use of residential, commercial, institution and recreational & entertainment. Mr. A.L. Seth and his son Mr. Rajeev Seth were the promoters of HLF. HLF planned to develop residential group housing complex on 18.98 acres of land and five-star deluxe hotel, recreational and cultural complex on 4.0 acres of land in terms of provisions of the applicable provisions of relevant Act, Rules and Regulations. Copy of Development Plan of Gurgaon is annexed herewith and marked as **Annexure "A".**

   ii) DTCP, Haryana granted to HLF license No. 19 of 1993 on 09.07.1993 to develop Group Housing Colony on 18.98 acres of land and change of land use (CLU) to develop the five-star deluxe hotel, recreational and cultural complex on 4.0 acres of land. Copy of Licence No.19 of 1993 is annexed herewith and marked as **Annexure "B".**

   iii) In the year 1994 Ambience Group had acquired 100% shareholding in HLF and thus became the promoters, directors of HLF company. Keeping in view the topography, site conditions and feasibility of development, HLF at the instance of new promoters, bifurcated the licensed land of 18.98 acres into two parts – 10.98 acres (for immediate residential development) and 8 acres (for future development). Accordingly, HLF in the year 1995, had submitted layout and building plans to set up Group Housing Colony on 10.98 acres of land which were approved by the office of DTCP, Haryana, Chandigarh in July 1995 and released on 06.05.1996 after the renewal of license. The balance 8 acres of land was duly marked on the layout plan of 10.98 acres as reserved for future development. 4 acres of hotel and recreational & cultural complex land was also duly earmarked on the said layout plan of 10.98 acres for residential development for setting up the group housing colony by the name Ambience Lagoon Residential Apartment Complex (hereinafter referred as "Ambience Lagoon Complex"). Copy of a confirmation certificate of Chartered Accountant as to change in promoters of HLF and sanctioned layout plan is annexed herewith and marked as **Annexure "C" & "D".**

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iv) As per the sanctioned plan area of 10.98 acres of Ambience Lagoon Complex was proposed to be utilized as under:-

S. No.	Use	Extent of Area (in acre)	Percentage
1	Building Block	2.05	18.67
2	Internal road	1.40	12.75
3	Organized greens	1.68	15.30
4	School, EWS flats, ramps, sewage/water treatment plant (STP), pump house, electric sub-stations, generator room, and other common uses/services etc. in the Ambience Lagoon Complex	1.98	18.03
	Total within the boundary/compound wall of Ambience Lagoon Complex - "A"	**7.11**	**64.75**
5	Access road to Ambience Lagoon Complex from NH-8	3.87	35.25
	Total outside the boundary/compound wall of Ambience Lagoon Complex – "B"	**3.87**	**35.25**
	Total "A" + "B"	**10.98**	**100.00**

v) It is pertinent to submit that norms of the department of Town & Country Planning, Haryana mandated that any land proposed for development of a colony is to have access from the public road of specified width. Land on which Ambience Lagoon Complex was planned was located inside at distance from National / Express Highway (NH)-8. Further Ambience Lagoon Complex being the first development in Ambience Island township therefore, land along with Delhi Haryana Border admeasuring 3.87 acres comprising in Khasra No.2/2/1, 3, 529 & 534, was to be made part of 10.98 acres of land taken up for development in Phase I of License No. 19 of 1993 to comply with the stipulation to provide , 24m wide access road from NH-8 to Ambience Lagoon Complex. Total 4.20 acres of land were utilized to develop the said access road from NH-8 to Ambience Lagoon Complex out of which 3.87 acres is part of 10.98 acres of land of Ambience Lagoon Complex undertaken for development in Phase I of Licence No.19 of 1993 and 0.33 acres is part of 4 acres of land earmarked for development of hotel, recreational and cultural complex. The road is duly provided and sanctioned accordingly on 06.05.1996 in terms of layout plan of Ambience Lagoon Complex, copy of which is annexed and marked as **Annexure "D"** referred above.

vi) The development of access road of 24m. width, various internal development works and compound/ boundary wall of Ambience Lagoon Complex were commenced in 1997. In order to ensure efficient and effective utilization of the land within the boundary/compound wall of Ambience Lagoon Complex, alignment of boundary/compound wall was straightened and in the process certain

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portion of the land other than the land of Ambience Lagoon Complex was taken in and some portion of licenced land of 10.98 acres was left out of the boundary/compound wall of Ambience Lagoon Complex.

vii) Marketing and/or accepting of booking of apartments in Ambience Lagoon Complex were commenced only after completion of development of the superstructure of building blocks of Ambience Lagoon Complex, its boundary/ compound wall, 24mtr. wide access road from NH-8 to Ambience Lagoon Complex and other development works etc. As such the apartment buyers were having full opportunity to observe and notice the factual position visually at site before booking of apartments in Ambience Lagoon Complex. Further all the relevant facts, plans and details etc. were duly given prominently in the Apartment Buyers Agreement executed and signed with the buyers of apartment in Ambience Lagoon Complex. Copy of Apartment Buyers Agreement is annexed herewith and marked as **Annexure "E".**

viii) HLF requested DTCP Haryana vide composite Application dated 18.07.2000 to amend the licence no.19 of 1993 by withdrawing/delicencing 8 acres of land reserved for future development out of total 18.98 acres of land under license No. 19 of 1993 and to issue a fresh licence to develop commercial complex/colony on the said 8 acres of land in accordance with applicable policy, rules, regulations of the Department of Town & Country Planning. DTCP Haryana accepted the abovesaid composite request of HLF and issued the Letter of Intent (LOI), vide Memo No. 13162 dated 28.09.2001 to delicense 8 acres of land out of License No. 19 of 1993 and to relicense it for development of commercial complex/colony. A true copy of Memo No.13162 dated 28.09.2001 is annexed herewith and marked as **Annexure "F".**

ix) HLF complied with the stipulated condition of LOI dated 28.09.2001 and after that DTCP Haryana issued order of delicensing the area of 8 acres of land out of the licensed land of 18.98 acres under the License No. 19 of 1993 vide Memo No.13948 dated 18.10.2001 and order of relicencing the said 8 acres of land for the development of commercial complex by way of Licence No.8 of 2001 dated 16.10.2001 vide Memo No.13959 dated 18.10.2001 respectively. After that land area under license No.19 of 1993 was reduced to 10.98 acres. A true copy of Memo No.13948 and 13959 both dated 18.10.2001 are annexed herewith and marked as **Annexure "G" & "H".** A statement of the land bifurcated in three land parcels of 10.98 acres for Ambience Lagoon Complex, 8 acres for commercial complex and 4 acres for hotel and recreational complex khasrawise is also annexed and marked as **Annexure "I" respectively.** Pertinent that all the three parcels of land are earmarked at site as per above bifurcation and they exist as such on site at present also.

x) On the Application filed by HLF after the completion of the construction of 13 building blocks of Ambience Lagoon Complex, DTCP Haryana issued the

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Occupancy Certificate vide Memo No. 16708 dated 31.12.2001. The DTCP Haryana, vide Memo No. 5DP-2002/927 dated 10.01.2002 also issued a part-completion certificate under Rule 16 of the 1976 Rules with respect to the completion of requisite development works and services, etc. related to Ambience Lagoon Complex. A true copy of Occupancy Certificate and Completion Certificate issued vide Memo No.16708 dated 31.12.2001 and Memo No.5DP-2002/927 dated 10.01.2002 are annexed herewith and marked as **Annexure "J" & "K"** respectively.

xi) Pursuant to the Application dated 14.01.2002 filed by HLF, the DTCP Haryana, vide Memo No. 2155 dated 31.01.2002, had granted permission for the construction of two more building blocks i.e. B1 as a regular building block and C1 for the Economically Weaker Sections ("**EWS**") for the left over FAR in respect of 10.98 Acres of Land of License No.19 of 1993. Copy of the sanctioned Memo dated 31.01.2002 is annexed and marked as **Annexure "L".**

xii) DTCP, Haryana issued License No. 01 of 2004 dated 08.01.2004 (for 0.317 acres), License No. 02 of 2004 dated 08.01.2004 (for 0.05625 acres), License No. 03 of 2004 dated 14.01.2004 (for 0.985 acres), License No. 13 of 2004 for 10.46 acres, License No. 14 of 2004 for 27.19 acres, License No. 15 of 2004 for 13.65 acres, License No. 16 of 2004 for 10.94 acres, License No. 17 of 2004 for 27.31 acres and License No. 18 of 2004 for 16.62 acres all dated 05.02.2004 and License No. 23 of 2004 dated 11.02.2004 (for 1.552 acres) in the name of the respective owner of land in total measuring 109.08525 acres for development of an integrated colony comprising of residential group housing and commercial complexes with ancillary uses.

xiii) DTCP Haryana, vide Memo No. 2081 dated 01.03.2005, approved/ sanctioned the Consolidated/ Composite Layout Plan of the integrated Ambience Colony/ Township on 132.06525 acres (i.e. 22.98 acres + 109.08525 acres). Total 29 plots were carved out in the integrated colony Ambience Island and the land used for the development of Ambience Lagoon Complex was marked as Plot No. 29. Land used for the development of mall and hotel was jointly marked as Plot No. 1. The land used for Ambience Office Tower II was marked as Plot No. 3. It is pertinent to note that the boundary wall of Ambience Lagoon Complex was reflected in the consolidated master layout plan of the Integrated colony Ambience Island as reflected in the as built drawing/plan of Ambience Lagoon Complex. Copy of the approved layout plan is annexed herewith and marked as **Annexure "M".**

xiv) Residents at Ambience Lagoon Complex were regularly representing to HLF to develop EWS flats outside the compound/boundary wall of Ambience Lagoon Complex. On sanctioning of consolidated layout plan of the integrated colony, Ambience Island, HLF decided to develop all the EWS flats including with respect to Ambience Lagoon Complex on an independent plot duly earmarked for the purpose outside the boundary/compound wall of Ambience Lagoon Complex as part of the integrated colony. Similarly, the development of schools,

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sewage/water treatment plant, Electric Sub-Station (ESS), and generator room, etc. for the whole of the township including Ambience Lagoon Complex were also planned at independent plots duly earmarked for the respective use in the consolidated layout plan of the integrated colony Ambience Island. Pertinent that as per approved layout plan of Ambience Lagoon Complex these developments pertaining to Ambience Lagoon Complex were provided inside the compound/boundary wall of Ambience Lagoon Complex. However, with a view to avoid any conflict and to allow continuation of prevailing peace in the Ambience Island integrated colony, HLF refrained from disturbing the area within the equivalent area out of the boundary/compound wall of Ambience Lagoon Complex and as such the area within the boundary/compound wall of Ambience Lagoon Complex was kept intact even after decision to develop aforesaid developments somewhere else in the integrated township. Therefore open area and organized green area of Ambience Lagoon Complex remained as originally provided.

xv) In compliance to the above decision C-1 block which was sanctioned for EWS flats had been developed as a regular apartment block and for that additional FAR of 0.85 acres of land pertaining to other licences issued for residential development in Ambience Island was made part of Ambience Lagoon Complex and as such, the area of Ambience Lagoon Complex stood increased to 11.83 acres (i.e. 10.98 acres + 0.85 acres). DTCP Haryana vide Memo No. 2177 dated 02.03.2005 granted the Occupation Certificate for two building blocks B-1 & C-1 as a regular block. Simultaneously as built drawing / plans of Ambience Lagoon Complex on an area of 11.83 acres was also approved by the DTCP, Haryana, Chandigarh. Copy of the final approved As Built Plans issued by DTCP, Haryana, Chandigarh is annexed herewith and marked as **Annexure "N".** As per final approved layout plan of Ambience Lagoon Complex, utilization of 11.83 acres was made as under:-

S. No.	Use	Extent of Area (in acre)	Percentage
1	Building Block	2.42	20.46
2	Internal road, open parking and other areas	3.52	29.75
3	Organized greens	2.02	17.08
	Total within the boundary/compound wall of Ambience Lagoon Complex - "A"	**7.96**	**67.29**
4	Access road to Ambience Lagoon Complex from NH-8	3.87	32.71
	Total outside the boundary/compound wall of Ambience Lagoon Complex – "B"	**3.87**	**32.71**
	Total "A" + "B"	**11.83**	**100.00**

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It is pertinent to submit that area of organized greens has increased from the sanctioned area of 1.68 acres to 2.02 acres (8212.2 sq.m.) which is more than 15% of the revised area of 11.83 acres in the Ambience Lagoon Complex.

xvi) In terms of section 2 read with section 11 of the Haryana Apartment Ownership Act 1983 ("**1983 Act**") Deed of Declaration was filed by HLF for land admeasuring 11.83 Acres. As is clear from the nomenclature of the documents it is just a declaratory statement with respect to various common areas and proportionate share of each apartment in the complex in the common area and services. It was clearly stated in the declaration that FAR of 11.83 acres has been utilized towards the development of Ambience Lagoon Complex and 24m.-wide access road to Ambience Lagoon Complex from NH-8 was meant for use of the whole of the integrated colony Ambience Island. A true copy of the Deed of Declaration, as filed before the DTCP Haryana on 25.03.2009, is annexed herewith and marked as **Annexure "O"**

xvii) It is clear from the above that the area FAR of which is utilized for development of 15 building blocks in Ambience Lagoon Complex is 11.83 acres out of which 7.93 acres is within the boundary/compound wall of Ambience Lagoon Complex and 3.87 acre under 24 metre wide access road to Ambience Lagoon Complex from NH-8 and 0.03 acres may be the difference in measurement and/or somewise area other than the above. As such the allegation of diversion of utilization of 3.9 acres of area for development of Ambience Corporate Office Tower II is completely baseless and false. Confirmation certificate dated 28.09.2020 issued by the District Town Planner as to confirmation of 3.87 acres of land under the 24 metre wide access road is annexed herewith and marked as **Annexure "P".**

2. **Whether the area of Ambience Lagoon Apartment Complex has been reduced from 10.98 Acres to 7.93 Acres.**

It is clear form the above that the area of Ambience Lagoon Complex has not been reduced from 10.98 acres to 7.93 acres. Further the original area of 10.98 acres for Ambience Lagoon Complex as mentioned in amended licence no.19 of 1993 and sanctioned layout of Ambience Lagoon Complex got increased to 11.83 acres due to utilization of FAR of 0.85 acres on account of conversion of C-1 block from EWS flats to regular apartment block and development of B-1 block as part of Ambience Lagoon Complex in 2002-05 and decision to develop EWS flats out of the boundary / compound wall of Ambience Lagoon Complex. The entire area of 10.98 acres in terms of sanctioned layout plan of 1995-96 is utilized towards development of Ambience Lagoon Complex and no part of it is utilized towards development of any other complex be it Ambience Mall on Plot No.1 or Ambience Corporate Office Tower II on Plot No.3. The area of 11.83 acres is utilized by way of 7.93 acres within the boundary/compound wall of Ambience Lagoon Complex and 3.87 acres to provide access road from NH-8 to Ambience Lagoon Complex. The access road has been developed on the land comprised in khasra numbers made part of land parcels undertaken for development in Phase I of Licence No.19 of 1993. Later on after delicencing of 8 acres from licence no.19 of 1993

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in 2000-2001, licence no.19 of 1993 was amened to be for 10.98 acres for which layout plan was got sanctioned in 1995-96. Pertinent that providing of access road of the specified width to Ambience Lagoon Complex from National Highway (NH)-8 being a prerequisite for issuing of licence and sanctioning of layout and building plans was made part of land planned for development in Phase I of Licence No.19 of 1993. If the area of 3.87 acres used for access road to Ambience Lagoon Complex from NH-8 is taken for calculating the entire area of the Ambience Lagoon Complex would be added up correctly to 11.83 acres i.e. 7.93 acres (as admitted by the Petitioners) within the Ambience Lagoon Complex plus 3.87 acres used for the access road. It is pertinent to submit that the advertisements given in newspapers in March and April 2000 for the Ambience Lagoon Apartment Complex, pursuant to which bookings were invited, never stated that the area of the residential project will be 18.98 acres and 'Ambience Lagoon Complex' was shown as part/portion of a larger integrated township called 'Ambience Island', falling in Special Zone and the same was demarcated therein. A confirmation certificate dated 28.09.2020 issued by the District Town Planner as to confirmation of 3.87 acres of land under the 24 metre wide access road is annexed and marked as **Annexure "P"** referred above. Copy of the advertisement is annexed herewith and marked as **Annexure "Q".**

3. **Whether an area of 3.9 acres of land of Ambience Lagoon Complex has been utilized for construction of Ambience Corporate Office Tower-II?**

i) DTCP Haryana Licence No. 14 issued in respect of 27.19 acres (equivalent to 49 bighas and 10 biswas) of land comprising of the following Khasra numbers in village Nathupur, Gurgaon: 577(7-3), 578 (7-2), 579(0-3), 580(0-2), 582(5-5), 583(0-5), 584(0-13), 585(0-4), 586(5-10), 587(1-12), 588(1-15), 589(0-6), 433(0-9), 435(0-9), 448(2-6), 449(0-5), 450(1-0), 526(9-1) owned by an independent company Alankar Apartments Private Limited. Plot No.3 which comprises 5.81 acres of land is located on Khasra No. 526 & 531, which are distinct and independent of any khasra no. comprised in the land admeasuring 18.98 acres originally part of Licence No. 19 of 1993. DTCP, Haryana or amended licence no.19 of 1993 for 10.98 acres. 18.98 acres of land was bifurcated into two land parcels of 10.98 acres of Ambience Lagoon Complex and 8 acres of Ambience Mall Commercial Complex and land comprised in Khasra Nos. 2/2/1, 3, 527, 528, 529, 530, 531, 532, 533, 534 & 535 is part of the licence no.19 of 1993 and as such it is completely baseless to allege that an area of 3.9 acres of land of Ambience Lagoon Complex has been utilized for development of Ambience Corporate Office Tower II. Since the plot no.3 on which Ambience Corporate Tower II is developed is adjoining to Plot No.29 of Ambience Lagoon Complex. Some mischievous apartment owners have misguided the apartment buyers to believe and allege that Ambience Corporate Office Tower II is developed by diverting 3.9 acres of Ambience Lagoon Complex whereas this land is utilized for development of access road of 24 mtr. from NH-8 to Ambience Lagoon Complex. Ambience Corporate Office Tower II is located on an independent Plot No.3 admeasuring 5.81 acres of land building plans of which were sanctioned independently as per law by the DTCP, Haryana, Chandigarh vide Memo

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No.10894 dated 01.09.2010. Copy of Licence No.14 of 2004 and sanctioned layout plan of Ambience Corporate Office Tower II on Plot No.2 is annexed herewith and marked as **Annexure "R".**

ii) Pertinent that the Ld. Add. Civil Judge Junior Division had passed an Order dated 10.09.2014 while dismissing the application for seeking interim relief filed by ALARWA in the Civil Suit and observed as follows:

> *"Admittedly, the plaintiff is claiming their right as per the Apartment Buyers' Agreement and they cannot go beyond the said agreement. It is clearly mentioned in the said agreement that Residential Apartment Complex is to be built on 10.98 acres of land out of the total licensed land i.e. 18.98 acres...*
>
> *The plaintiff is not entitled to the remaining relief at this stage in view of the above discussion as he (has) failed to provide the prima facie case and balance of convenience in his favour."*

A true copy of the Order dated 10.09.2014 passed by the Ld. Add. Civil Judge (Junior Division), Gurgaon in Civil Suit No. 27 of 2010 is annexed herewith and marked as **Annexure "S"**

4. **Whether mandated Organized Green Space of 15% of total area of Group Housing Colony namely Ambience Lagoon Residential Apartment Complex has been provided therein and what is its status at present?**

Mandatory organized green space of 15% of total area of 11.83 acres has duly been provided within the boundary/compound wall of Ambience Lagoon Complex itself and exists at present therein. In this respect, it is pertinent to submit that some adjustment were made with respect to development of boundary/compound wall of Ambience Lagoon Complex by leaving out certain area and by including some other areas while straightening the boundary/compound wall of Ambience Lagoon Complex but in the process area within the boundary/compound wall has been provided in access than required. It is significant to submit that in fact the area under organized green has increased from 1.68 acres to 2.02 acres (8212.2 sq.m.). It is more than the required 15% of area of the colony as per law. A statement of organized green area is annexed herewith and marked as **"Annexure "T".**

Keeping in view the facts, details and documents mentioned above the allegations of the applicants in O.A.238 of 2015 regarding reduction of area of Ambience Lagoon Apartment Complex from 10.98 acres to 7.93 acres and construction of Ambience Corporate Tower-II on 3.9 acre of Ambience Lagoon Apartment Complex is baseless. Moreover, it more than 15% of the total area of Group Housing Colony has been maintained as organized green, the encroachment of green areas as alleged by the applicants in O.A.238 of 2015 is also baseless, hence it is humbly prayed that no cause of action for environmental damage is made out in present case and there is no logical justification for imposing environmental compensation.

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Hence we humbly request the committee members to give a sympathetic consideration to the matter and decide on the basis of merit.

Hope you would find the above in order. However, in case you require any further information / clarification in this regard, kindly let us know for compliance.

Thanking you,

Yours faithfully,
for **Ambience Developers & Infrastructure Pvt. Ltd.**

Authorised Signatory

Encls: As above

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नगर तथा ग्राम आयोजना विभाग, हरियाणा

अधिसूचना

दिनांक 8 जनवरी, 1996

सं० भे०डी०-96/250.—संशोधित अनुसूचित सड़कों तथा नियन्त्रित क्षेत्र अनियमित विकास निर्बन्धन अधिनियम, 1963 की धारा-5 की उप-धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये तथा हरियाणा सरकार राजपत्र अधिसूचना संख्या 10डी पी०-82/6528, दिनांक 29 अप्रैल, 1982 के संदर्भ में हरियाणा के राज्यपाल, निदेशक नगर तथा ग्राम आयोजना विभाग, हरियाणा के द्वारा, प्राप्त हुये आपत्तियों/सुझावों तथा प्रतिवेदनों पर की गई सिफारिशों पर विचार करने उपरान्त, अन्तिम विकास योजना को इसके अन्तर्गत आने वाले नियन्त्रित क्षेत्रों (विकास योजना गुड़गांवा के अनुबन्ध "क" तथा "ख" में दिये गये है) पर लागू किये जाने वाले प्रस्तावित प्रतिबन्धों और शर्तों के साथ एतद द्वारा प्रकाशित करते है।

ड्राईंग

1. हरियाणा सरकार राजपत्र अधिसूचना संख्या 10 डी.पी.-82/6528, दिनांक 29 अप्रैल, 1982 द्वारा प्रकाशित वर्तमान भूमि उपयोग योजना (ड्राईंग नंबर एच.डी.पी.(जो)-133/153, दिनांक 19 जून, 1981/17 नवम्बर, 1981)।

2. गुड़गांवा नियन्त्रित क्षेत्र, नंबर 1 से 4 ड्राईंग नंबर डी.टी.पी.(जो) 588/95, दिनांक 28 जून, 1995 का अन्तिम विकास प्लैन।

अनुबन्ध "क"

प्रस्तावना :

दिल्ली महानगर शहर से 30 किलोमीटर की दूरी पर स्थित गुड़गांवा, मारुति कारों और मैंटाडोरों, इलैक्ट्रोनिक्स, सिले सिलाये कपड़ों, औषध निर्माण उद्योगों तथा सुध्दवाल्वित रिहायशी सैक्टरों वाला एक प्रदूषण रहित शहर है। राष्ट्रीय राजधानी क्षेत्र की क्षेत्रीय योजना के अनुसार गुड़गांवा शहर दिल्ली महानगरीय क्षेत्र का भाग है। 1991 की जनगणना के अनुसार इसकी जनसंख्या 1.35 लाख थी। गुड़गांवा नगर दिल्ली के समीपस्थ होने और प्रदूषणरहित वातावरण तथा बिजली की कटौती से मुक्त नगर के रूप में विकसित किये जाने के कारण विदेशों के उद्यमकर्ताओं के लिये सुदृढ़ आकर्षण बन गया है। इसी के परिणाम स्वरूप यह त्वरित विकासशील नगरों में सेवक है।

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गुड़गांवा नगर की प्रथम विकास योजना, 1991 तक अनुमानित 1.25 लाख जनसंख्या के लिये वर्ष 1971 में प्रकाशित की गई थी। बाद में 2001 ई० के लिये, वर्ष 1977 और 1982 में क्रमशः 2.35 लाख और 10 लाख जनसंख्या के लिये इस योजना का पुनरीक्षण किया गया था। राष्ट्रीय राजधानी क्षेत्रीय योजना जो कि वर्ष 1989 में बनाई गई, के अन्तर्गत गुड़गांवा नगर के लिये 2001 ई० तक 7 लाख की जनसंख्या निश्चित की गई। इसके अतिरिक्त राष्ट्रीय राजधानी क्षेत्रीय योजना का मध्यविधि पुनरीक्षण भी किया जा रहा है, अतः न्यूनतम परिवर्तनों सहित अन्तिम विकास योजना प्रकाशित करने का निर्णय लिया गया है। रक्षा भूमि (633 हैक्टेयर) सहित शहरी करण के लिये कुल क्षेत्र 9881 हैक्टेयर की गणना की गई है। 2001 ई० तक 10 लाख जनसंख्या के आधार पर कुल नगरसघनता (रक्षा भूमि के अतिरिक्त) 160 व्यक्ति प्रति हैक्टेयर बनती है।

विभिन्न भूमि उपयोग क्षेत्र निम्न अनुसार है:—

क्रमांक	भूमि उपयोग		क्षेत्र (हैक्टेयर में)
1	रिहायशी	..	6243—00
2	उद्योगिक	..	1349—00
3	वाणिज्यक	..	220—00
4	परिवहन तथा संचार	..	665—00
5	सार्वजनिक एवं अर्ध सार्वजनिक (संस्थागत)	..	302—00
6	रक्षा भूमि	..	633—00
7	खुले स्थल	..	363—00
8	विशेष जोन	..	106—00
		कुल ..	9881—00 हैक्टेयर

इसमें ग्राम आबादियों का 275 हैक्टेयर क्षेत्र जो कि विभिन्न सैक्टरों में आ रहा है शामिल नहीं है। इसमें वर्तमान नगर का लगभग 406 हैक्टेयर क्षेत्र भी शामिल नहीं है।

रिहायशी :

सामान्य स्थल रूप रेखा और राष्ट्रीय राजधानी के समीपस्थ होने तथा गधास पहाड़ी क्षेत्र के प्रस्तावित विकास को ध्यान में रखते हुये अतिरिक्त परियोजित जनसंख्या को रिहायश जुटाने के लिये 6243 हेक्टेयर रिहायशी क्षेत्र का प्रस्ताव दिया गया है। नगर के पश्चिम और दक्षिण पश्चिम दिशा में क्षेत्र अपेक्षाकृत नीचा है। उद्योगिक क्षेत्रों के नजदीक रिहायशीक्षेत्र की व्यवस्था तथा कार्य स्थान दूरी को कम करने के लिये, रिहायशी सैक्टरों की व्यवस्था विद्यमान नगर के पूर्वी तथा दक्षिण पश्चिम दिशा में की गई है। इन सैक्टरों में 150 व्यक्ति प्रति एकड़ के हिसाब से अत्याधिक संघनता होगी जब कि अन्य सैक्टरों में 100 व्यक्ति प्रति एकड़ रिहायशी सघनता होगी जैसा कि विकास योजना में दर्साया गया है।

उद्योगिक :

नगर को उद्योगिक आधार प्रदान करने तथा उद्योगिक क्षेत्र की बढ़ रही मांग को पूरा करने के लिये 1349 हेक्टेयर क्षेत्र भूमि इस उपयोग हेतु नियत की गई है। यह क्षेत्र दिल्ली जयपुर राष्ट्रीय राजमार्ग के साथ-साथ नगर की दक्षिणी दिशा की ओर फैला हुआ है।

"TRUE COPY"

वाणिज्य :

सैक्टर 29 जो कि महत्वपूर्ण केन्द्रीय स्थल बन रहा है तथा नगर के सभी भागों से सम्बद्ध है, "सीटी सैंटर" बनाने हेतु प्रस्तावित है । नगर की वाणिज्यक जरूरतों को पूरा करने के लिये तीन और वाणिज्यक क्षेत्र जिला केन्द्रों के रूप में बनाने का प्रस्ताव है ।

परिवहन तथा संचार :

स्थानीय तथा गुजरने वाले यातायात को सुप्रवाही बनाने के लिये, वर्तमान दिल्ली–जयपुर राजमार्ग को दिल्ली सीमा तक 60 मीटर चौड़ी सड़क के साथ जोड़ दिया गया है और हरित पट्टी की व्यवस्था की गयी है । वाणिज्यिक/औद्योगिक/दीर्घ मार्केट क्षेत्रों/के बीच सुविधाजनक सम्पर्क बनाने के लिये इसकी पूर्वी दिशा में दो और 60 मीटर चौड़ी सड़कें बनाने और सैक्टर 33 (भाग) को परिवहन नगर बनाने का प्रस्ताव है । पूर्वी परिधीय सड़क दिल्ली–जयपुर सड़क तथा नई फरीदाबाद सड़क के बीच के यातायात को सुप्रवाही बनायेगी तथा इस नगर का गुआल पहाड़ी/फरीदाबाद नगर के साथ सम्पर्क भी अच्छा हो जायेगा । प्रदिवहन नगर की योजना अत्याधिक आधुनिक पद्धतियों पर बनाई जायेगी जिसमें ट्रकों को खड़ा करने, परिवहन एजेंसियों, बैंकों, मोटलों अस्थायी तथा स्थायी पार्किंग, होटलों आदि के लिये व्यवस्था होगी ।

सार्वजनिक तथा अर्ध सार्वजनिक उपयोग :

गुड़गांवा में संस्थागत क्षेत्रों के लिये निरन्तर मांग की जा रही है । क्योंकि अनेक सरकारी तथा अर्ध–सरकारी कार्यालय इस नगर में स्थानान्तरित होने है, अतः यह प्रस्तावित है कि इस क्षेत्र में काफी संख्या में लोगों को नियुक्त किया जायेगा । अतः (302 हैक्टेयर क्षेत्र) नगर की जरूरतों को पूरा करने के लिये सार्वजनिक तथा अर्ध सार्वजनिक उपयोग के लिये रखा गया है ।

खुला स्पेस :

रक्षा निर्माण कार्य अधिनियम 1903 के उपबन्धों के अन्तर्गत युद्धोपकरण डिपो के आस पास 900 मीटर चौड़ी पट्टी स्पेस शहरी करण से मुक्त रखा जाता है । दिल्ली हरियाणा सीमा की उत्तर–पूर्वी दिशा के साथ साथ पहाड़ी क्षेत्र को हरित स्पेस के रूप में आरक्षित किया गया है। दिल्ली–जयपुर राजमार्ग, रेलवे लाईन, और गुड़गांवा के दक्षिण में बादशाहपुर नाला के साथ साथ हरित पट्टियों का उपबन्ध भविष्य में सम्भावित विस्तार की अपेक्षा को पूरा करने के लिये किया गया है ।

कृषि जोन :

कृषि जोन के लिये पर्याप्त क्षेत्र आरक्षित किया गया है । तथापि इस जोन से इस क्षेत्र के भीतर अनिवार्य भवन विकास नहीं रुकेगा, जैसा कि आबादी के समीप वर्तमान गांवों का विस्तार, यदि यह विस्तार सरकार द्वारा अनुमोदित या प्रयोजित किसी परियोजना के अन्तर्गत और कृषि क्षेत्र के संधारणा तथा सुधार के लिये आवश्यक अन्य सहायक और सम्बद्ध सुविधाओं के लिये किया जाता है ।

विशेष जोन :–

विशेष जोन आमोद–प्रमोद तथा मनोरंजन वाणिज्यिक, वर्ग आवास और संस्थागत उपयोग के लिये है ।

जोनिंग विनियम ;

भूमि उपयोग सम्बन्धी प्रस्तावों को जोनिंग विनियम बना कर वैध बनाया जा रहा है जो इस विकास योजना का भाग बनेगें । ये विनियम भूमि उपयोग परिवर्तन और विकास–मानकों के लिये लागू होगें । इन विनियमों में विभिन्न मुख्य भूमि उपयोगों में अनुमत सम्बद्ध तथा सहायक उपयोगों का भी बहुत विस्तारपूर्वक वर्णन किया गया है और यह तय किया गया है कि भूमि उपयोग परिवर्तन तथा विकास, सैक्टर योजना में दिये गये ब्यौरे अनुसार होगा । इससे प्रत्येक सैक्टर का निर्दिष्ट विकास और उचित नियन्त्रण करने हेतु विस्तृत सैक्टर योजनाए तैयार करना सुनिश्चित हो जायेगा ।

"TRUE COPY"

अनुबन्ध "ख"

जोनिंग विनियम :

ड्राईंग संख्या डी टी पी (सी)/588/95, दिनांक 28-6-95 में दर्शाये गए अनुसार गुड़गांव के आस-पास के नियंत्रित क्षेत्र में भूमि उपयोग तथा विकास की व्यवस्था।

I. नाम ;

1. गुड़गांव के आस-पास के नियंत्रित क्षेत्र की विकास योजना का भाग बनने वाले इन जोनिंग विनियमों को गुड़गांव नियंत्रित क्षेत्रों की विकास योजना के जोनिंग विनियम कहा जाएगा।

2. इन विनियमों की अपेक्षा विकास योजना के अंतर्गत आने वाले समूचे क्षेत्र पर लागू होंगी और ये पंजाब अनुसूचित सड़कें एवं नियंत्रित क्षेत्र, अनियमित विकास प्रतिबन्ध अधिनियम 1963 और इसके अंतर्गत बनाये गए नियमों की शर्तों के अतिरिक्त होंगी।

II परिभाषाएं :

इन विनियमों में :—

(क) (क) "अनुमोदित" से अभिप्राय है, नियमों के अन्तर्गत अनुमोदित।

(ख) "भवन नियम" से अभिप्राय है, नियमों के भाग VII में निहित नियम

(ग) "ड्राईंग" से अभिप्राय है, ड्राईंग संख्या डी टी पी (सी) 588/95, दिनांक 28-6-95

(घ) "फर्श क्षेत्र अनुपात" (फ० क्षे० अनु०) से अभिप्राय है भवन की सभी मंजिलों के कुल फर्श क्षेत्र और प्लाट के कुल क्षेत्र के बीच प्रतिशतता में दर्शाया गया अनुपात।

(ङ) "वर्ग आदाप" से अभिप्राय है, निहायती प्रयोजन के लिए फ्लैट के रूप में डिजाइन किये गए भवन या अनुषंगी अथवा सम्बद्ध भवन होंगे, जिसमें सामुदायिक सुविधाएं, सामाजिक सुविधाएं और सांस्कृतिक उपयोग शामिल है, जो निदेशक, नगर तथा ग्राम आयोजना, हरियाणा द्वारा निर्धारित और अनुमोदित हों।

(च) "हल्के उद्योग" से अभिप्राय है, ऐसे उद्योग जिनसे कारण हानिकारक या आपत्तिजनक शोर, धुआं, गैस या गन्ध, धूल मलनिस्त्राव और अत्याधिक प्रदूषण न हो और जो बिजली द्वारा चालित हों।

(छ) "स्थानीय सेवा उद्योग" से अभिप्राय है, ऐसा उद्योग, जिसका विनिर्मित माल और उत्पादन प्रायः स्थानीय क्षेत्र में इस्तेमाल हो जाता हो उदाहरणार्थ डेकरियां, आईस क्रीम विनिर्माण, बर्तित जल, बिजली से चलने वाली आटे की चक्कियां, लांड्री, ड्राइक्लीनिंग, रंगाई, मुरम्मत और स्वतः चालित गाड़ियां स्कूटरों तथा साइकिलों की सर्विस, घरेलू बर्तनों की मुरम्मत, जूते बनाना और मुरम्मत, इंधन डिपो आदि बशर्ते कि उन द्वारा किसी ठोस इंधन का प्रयोग न किया जाता हो।

(ज) "मध्यम उद्योग" से अभिप्राय है, हल्के उद्योग और स्थानीय सेवा उद्योग के अतिरिक्त अन्य सभी उद्योग जो आपत्तिजनक या हानिकारक धुआं और दुर्गन्ध नहीं छोड़ते।

(झ) "व्यापक उद्योग" से अभिप्राय है, ऐसा उद्योग जो सरकार की अनुमति से स्थापित किया जाए और जो व्यापक हो, जिसमें 100 से अधिक कामगार नियुक्त हों और जिसमें ईंधन चालित शक्ति का प्रयोग किया जाए, बशर्ते वे किसी प्रकार से हानिकारक न हो,

(ञ) "भारी उद्योग" से अभिप्राय है, सरकार की अनुमति से सरकारी या अर्द्ध सरकारी या प्राईवेट क्षेत्र में स्थापित किया गया उद्योग (यदि मशीनरी की लागत एक करोड़ रुपये से अधिक है)।

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(ट) "हानिकारक या खतरनाक उद्योग" से अभिप्राय है, सरकार की अनुमति से स्थापित किया गया उद्योग और जिसमें अत्याधिक पूंजी लगी हो तथा जिसमें अधिक धुआं, शोर, स्पन्दन, दुर्गन्ध, अप्रिय या हानिकारक मलनिस्तार, विस्फोटक, प्रज्वलनीय सामग्री हो और समुदाय के स्वास्थ्य तथा सुरक्षा के लिए अन्यथा खतरनाक तत्व शामिल हों।

(ठ) "वास्तविक तिथि" से अभिप्राय है, नीचे उल्लिखित विभिन्न नियंत्रित क्षेत्रों की अधिसूचना की प्रकाशन-तिथि।

क्रमांक	नियंत्रित क्षेत्र का नाम और अधिसूचना संख्या	प्रकाशन तिथि
1	10 जुलाई, 1964 को प्रकाशित पंजाब सरकार राजपत्र अधिसूचना संख्या 2319-2 टी सी पी-64 दिनांक 3 जुलाई, 1964 द्वारा अधिसूचित नियंत्रित क्षेत्र।	10 जुलाई, 1964
2	19 फरवरी, 1980 को प्रकाशित हरियाणा सरकार राजपत्र अधिसूचना संख्या 12002-10 डी पी-79/15003, दिनांक 15 नवम्बर, 1979 द्वारा अधिसूचित नियंत्रित क्षेत्र	19 फरवरी, 1980
3	16 जून, 1981 को प्रकाशित हरियाणा सरकार राजपत्र अधिसूचना संख्या 10 डी पी-81/8039, दिनांक 21 मई, 1981 द्वारा अधिसूचित नियन्त्रित क्षेत्र (भाग III एंड IV)	16 जून, 1981

(ड) नियंत्रित क्षेत्र में किसी भूमि अथवा भवन के सम्बन्ध में 'अननुमत उपयोग' से अभिप्राय है, ऐसी भूमि अथवा भवन का वर्तमान उपयोग, जो विकास योजना में क्षेत्र के उस भाग के लिए निर्दिष्ट मुख्य भूमि उपयोग के विपरीत है।

(ढ) "सार्वजनिक उपयोगिता भवन" से अभिप्राय है ऐसा भवन, जो सार्वजनिक उपयोगिता सेवाओं के लिए आरक्षित हो, जैसे जल आपूर्ति, जल निकास, बिजली, डाक तथा तार एवं परिवहन तथा दमकल केन्द्र सहित कोई नगरपालिका सेवा।

(ण) "नियमावली" से अभिप्राय है, पंजाब अनुसूचित सड़कें तथा नियंत्रित क्षेत्र अनियमित विकास प्रतिबन्ध नियमावली, 1965।

(त) "सैक्टर सघनता और कालोनी सघनता" से अभिप्राय है, उस सैक्टर क्षेत्र तथा कालोनी क्षेत्र में जैसी भी स्थिति हो, प्रति एकड़ व्यक्तियों की संख्या।

स्पष्टीकरण :-

(1) इस परिभाषा में "सैक्टर क्षेत्र" अथवा "कालोनी क्षेत्र" से अभिप्राय है, सैक्टर के मामले में नक्शे पर दिखायी गयी मुख्य सड़क प्रणाली के परिवेद अनुसार सैक्टर क्षेत्र और कालोनी के मामले में कालोनी की अनुमोदित अभिविन्यास योजना पर कालोनी का क्षेत्रफल इसमें सैक्टर के चारों ओर मुख्य सड़कों के अंतर्गत आने वाली 50 प्रतिशत भूमि शामिल है और मुख्य सड़क प्रणाली के अंतर्गत आने वाली भूमि तथा सैक्टर या कालोनी में, जैसी भी स्थिति हो, भवन विकास के लिए अनुपयुक्त क्षेत्र शामिल नहीं है।

(2) सैक्टर सघनता अथवा कालोनी सघनता की गणना के प्रयोजनार्थ यह परिकल्पित होगा कि सैक्टर क्षेत्र या कालोनी क्षेत्र का 55 प्रतिशत रिहायशी प्लाटों के लिए उपलब्ध होगा, जिसमें वर्ग आवास के अंतर्गत आने वाला क्षेत्र शामिल होगा और प्रत्येक भवन प्लाट में औसतन तीन आवास यूनिट होंगे, प्रत्येक यूनिट में 4.5 व्यक्ति या प्रत्येक भवन प्लाट में 13.5 व्यक्ति रह सकेंगे अथवा कालोनी/ग्रुप आवास कम्पलैक्स की लोनिम योजना में निर्धारित अनुसार। तथापि, शाप-एवं-रिहायशी प्लाट के मामले में केवल एक आवासीय यूनिट की परिकल्पना की जायेगी।

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(3) "स्थल के अंतर्गत आने वाले क्षेत्र" से अभिप्राय है, भवन के भूतल क्षेत्र और स्थल क्षेत्र के बीच की प्रतिशतता द्वारा दर्शाया गया अनुपात ।

(4) अधिनियम, कालोनी, उप-निवेशक, विकास योजना, सैक्टर और सैक्टर योजना शब्दों का वही अर्थ होगा जो पंजाब अनुसूचित सड़कें तथा नियंत्रित क्षेत्र अनियमित विकास प्रतिबन्ध अधिनियम, 1963 और नियमावली 1965 में उनको दिया गया है ।

(5) अन्य किसी शब्द का अर्थ वही होगा जो पंजाब अनुसूचित सड़कें एवं नियन्त्रित क्षेत्र अनियमित विकास प्रतिबन्ध अधिनियम, 1963 में उस शब्द को दिया गया है ।

(कक) फार्म हाऊस का अभिप्राय फार्म के स्वामी द्वारा अपनी भूमि पर निम्नलिखित प्रयोजनार्थ निर्मित घर है ।

(i) निवास यूनिट अर्थात मुख्य उपयोग ।

तथा

(ii) फार्म छायाकान अर्थात गौण उपयोग :

टिप्पणी :—(1) फार्म हाऊस के निर्माण पर "ग्रामीण/कृषि जोन में आबादी—देह के बाहर फार्म हाऊस के लिए उपबन्ध सम्बन्धी खण्ड के अन्तर्गत दिये गये प्रतिबन्ध लागू होंगे :—

(ii) फार्म छायाबान पर भवन नियन्त्रण एवं स्थल विशिष्टियों सम्बन्धी खण्ड में उल्लिखित प्रतिबन्ध लागू होंगे ।

(कख) लैंज अथवा डाड—किसी भी तरह से सहारा देकर बनाई गयी परछती जैसा शैल्फ, कमरे में ही खड़ी दीवारों के सहारे को छोड़कर, जोकि एक मीटर से अधिक चौड़ी न हो ।

(कग) लाफ्ट:—छत में ढांचे स्थल पर ढांचे में बनी हुई जगह यह जगह सामान्य फर्श स्तर से अधिक से अधिक 1.5 मीटर ऊंचा और जिसे सामान आदि रखने के काम में लाया जाता हो ।

(कघ) मेजानाईन फ्लोर :—ग्राउंड फ्लोर के ऊपर मध्य फ्लोर जो इस फ्लोर क्षेत्र के 1/3 भाग से अधिक नहीं होना चाहिए और न्यूनतम ऊंचाई 2.2 मीटर हो ।

(कङ) कृषि उपयोगी साधन से अभिप्राय है विकास कार्य जो कृषि प्रक्रिया को चलाने में सहायक होते हैं यथा नलकूप, पम्प चेम्बर, वायु चक्की, सिंचाई नाले, पक्का, प्लेटफार्म, बाड़ लगाना तथा चार दिवारी बनाना, अस—सकके आदि ।

(क) ग्रामीण उद्योग स्कीम से अभिप्राय है, एक ऐसा औद्योगिक यूनिट जो उद्योग विभाग द्वारा ग्रामीण उद्योग स्कीम के रूप में पंजीकृत किया गया है ।

(ख) लघु उद्योग से अभिप्राय है, औद्योगिक यूनिट जो उद्योग विभाग द्वारा लघु उद्योग के रूप में पंजीकृत किया गया है ।

(ग) कृषि आधारित उद्योग से अभिप्राय है, एक ऐसा उद्योगिक यूनिट जिसमें खाद्यान्न, फल अथवा कृषि सम्बन्धी कच्चे का उपयोग किया जाता है ।

III—मुख्य भूमि उपयोग जोन

(1) (i) आवासी—जोन

(ii) उद्योगिक जोन

(iii) वाणिज्यिक जोन

(iv) सार्वजनिक एंव अर्ध सार्वजनिक, उपयोग (संस्थागत आदेश)

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(v) मुक्त खुले स्थान

(vi) परिवहन एवं सचार जोन।

(vii) कृषि जोन

(viii) विशेष जोन।

(2) मुख्य भूमि उपयोग का वर्गीकरण अनुबन्ध "क" के अनुसार है।

(IV) सैक्टरों में विभाजन :

उक्त विनियम-iii में क्रमांक (i) से (viii) तक, क्रमांक (vii) को छोड़कर जो भवन प्रयोजनार्थ भूमि उपयोग है उन्हें दर्शाये गये अनुसार सैक्टरों में विभाजित किया गया है। इन सैक्टरों की मुख्य सड़क आरक्षणों द्वारा हदबन्दी की हुई है और प्रत्येक सैक्टर को ड्राईंग में दिखाये गये अनुसार एक निश्चित संख्या दी जायेगी।

(V) मुख्य उपयोगों में भूमि उपयोग सम्बन्धी ब्यौरे

मुख्य सहायक एंव गौण उपयोग के लिये इन विनियमों/निर्देशों की अन्य अपेक्षाओं के अन्तर्गत सम्बन्ध भूमि उपयोग जोन में अनुमति दे दी जावे, उनकी सूची इन विनियमों से संलग्न अनुबन्ध "ख" पर दी गई है।

(VI) विकास के लिये अनुपयुक्त सैक्टर

विभिन्न सैक्टरों में भवन प्रयोजनार्थ सम्बद्ध उपयोग के लिये आरक्षण होने पर भी निदेशक नियन्त्रित क्षेत्र के सघन तथा किफायती विकास के दृष्टिगत किसी प्रकार के परिवर्तन के लिये अथवा उस पर किसी भवनके निर्माण के लिये अनुमति तब तक नहीं देगा जब तक जल सप्लाई, जल-मल निकास व्यवस्था तथा अन्य सुविधाएं इन सैक्टरों, में उसकी तसल्ली तक सुनिश्चित रूप से उपलब्ध नहीं हो जाती।

(VII) सरकारी उद्यमों के माध्यम से विकसित होने वाले सैक्टर

(1) वाणिज्यिक जोन एवं संस्थागत जोन के लिये आरक्षित सैक्टरों में भूमि उपयोग परिवर्तन एवं विकास केवल सरकार अथवा सरकारी उपक्रम अथवा इस सम्बन्ध में सरकार द्वारा अनुमोदित सरकारी प्राधिकरण के माध्यम से किया जायेगा और इन सैक्टरों में किसी कालोनी के विकास की अनुमति नहीं दी जायेगी।

(2) उपर्युक्त खण्ड (1) के उपबन्ध के होते हुए भी सरकार, किसी भी समय स्वयं या उपर्युक्त एजेन्सियों द्वारा विकास हेतु किसी अन्य सैक्टर को आरक्षित कर सकती है।

(VIII) मुख्य सड़कों के लिये भूमि आरक्षण :

(1) मुख्य सड़कों के लिये भूमि आरक्षण निम्नानुसार किया जायेगा :

(i) V-1 सड़कें,

वर्तमान दिल्ली-जयपुर सड़क V-1 (क) V-1 (ख) V-1 (ग) शहर को इस क्षेत्र के अन्य नगरों से जोड़ने वाली सड़कें .. वर्तमान चौड़ाई

(ii) V-2 सड़कें .. 60 मीटर चौड़ी

(iii) V-3 सड़कें

(क) पुरानी तथा नयी रेलवे सड़क .. वर्तमान चौड़ी

(ख) सैक्टरों के चारो ओर की प्रस्तावित परिधि सड़कें .. 30 मीटर चौड़ी

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2. अन्य सड़कों की चौड़ाई और सीधे सैक्टर योजना अथवा कालोनियों की अनुमोदित अभिविन्यास योजनाओं के अनुसार होगी।

(IX) उद्योग भिन्न उपयोग :

विकास योजना में उद्योगिक अंचलों से भिन्न अंचलों में दिखाये गये वर्तमान उद्योगों के सम्बन्ध में, निदेशक द्वारा निर्धारित की जाने वाली नियत अवधि के लिये उद्योग भिन्न उपयोग जारी रखने की अनुमति दी जा सकती है किन्तु यह अवधि दस वर्ष से अधिक नहीं होगी, बशर्ते कि सम्बद्ध उद्योग स्वामी :—

(क) निदेशक की स्वयं के बाहरी विकास के लिये यथानुपात प्रभार उसके द्वारा निर्धारित अनुसार दें, जब निदेशक द्वारा इस सम्बन्ध में ऐसा करने के लिये कहा जाये, और

(ख) अन्तरिम अवधि के दौरान निदेशक की संतुष्टि के अनुसार मलनिकास के लिये संतोषजनक व्यवस्था करें।

(ग) भिन्न उपयोग के क्षेत्र में किसी प्रकार के विस्तार की अनुमति नहीं दी जायेगी।

(X) भिन्न उपयोग बन्द करना।

1. यदि किसी भूमि के भिन्न उपयोग दो वर्ष या इससे अधिक अवधि के लिये लगातार बन्द रहता हो तो उसे समाप्त हुआ समझा जाएगा और अनुमत उपयोग के अनुसार ही भूमि के पुनः उपयोग या पुनः विकास की अनुमति दी जायेगी।

2. यदि भिन्न उपयोग भवन, आग, बाढ़, विस्फोट, भूकम्प, लड़ाई, दंगा या अन्य प्राकृतिक आपदाओं के कारण पुनर्निर्माण मूल्य के 50 प्रतिशत या इससे अधिक क्षतिग्रस्त हो जाता है तो उसे केवल अनुमत उपयोग के लिये पुनर्विकसित करने की अनुमति दी जायेगी।

3. खण्ड– IX के अन्तर्गत नियत अवधि के समाप्त होने के बाद भूमि के पुनर्विकास अथवा केवल अनुमत उपयोग के लिये अनुमति दी जायेगी।

(XI) सैक्टर योजना और आंचलिक योजना के अनुरूप विकास :

विनियम– IX में उपबन्धित को छोड़कर मुख्य भूमि उपयोग के अन्तर्गत किसी भूमि का भवन निर्माण प्रयोजन के लिये उपयोग और विकास करने की अनुमति नहीं दी जायेगी जब तक कि प्रस्तावित उपयोग और विकास, सैक्टर योजना और आंचलिक योजना अथवा अनुमोदित कालोनी योजना, जिसमें भूमि विद्यमान है, में दिखाये गये ब्यौरे के अनुसार न हो।

(XII) अनुमोदित अभिविन्यास या जोनिंग योजना का सड़क जिसे वाले अलग-2 प्लाट :

प्लाट पर भवन के निर्माण या पुनः निर्माण की अनुमति तब तक नहीं दी जाएगी जब तक,

(i) प्लाट अनुमोदित कालोनी का भाग न हो या प्लाट ऐसे क्षेत्र में न हो जिसके लिए विनियम XVII में उपबन्धित अनुसार छूट दी गई है।

(ii) निदेशक की सन्तुष्टि के अनुसार प्लाट तक सड़क की व्यवस्था हो या सड़क बनी हुई हो।

(XIII) विभिन्न प्रकार के भवनों के लिए प्लाटों का न्यूनतम आकार :

(I) विभिन्न प्रकार के उपयोगों के लिए प्लाटों का न्यूनतम आकार निम्नानुसार होंगे :—

(i) रिहायशी प्लाट	50 वर्ग मीटर
(ii) सरकार द्वारा अनुमोदित आर्थिक सहायता प्राप्त औद्योगिक आवास या गन्दी बस्तियों में रहने वालों के लिए आवास स्कीम में रिहायशी प्लाट	35 वर्ग मीटर

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(iii) दुकान एवं रिहायशी प्लाट — 100 वर्ग मीटर

(iv) शापिंग बूथ जिनमें सामने बरामदा या पक्की सड़क शामिल है — 20 वर्ग मीटर

(v) स्थानीय सेवा उद्योग प्लाट — 100 वर्ग मीटर

(vi) हल्के उद्योग प्लाट — 250 वर्ग मीटर

(vii) मध्यम उद्योग प्लाट — 0.8 हैक्टेयर

(2) वर्ग आवास स्कीम के अन्तर्गत न्यूनतम क्षेत्र 5 एकड़ होगा, यदि वह लाईसेंस प्राप्त कालोनी का भाग है और यदि यह स्वतन्त्र रूप से विकसित किया जाना है तो 10 एकड़ होगा।

(XIV) विभिन्न प्रकार के भवनों के अन्तर्गत निर्मित क्षेत्र, ऊंचाई और आकार

स्वतन्त्र रिहायशी और औद्योगिक प्लाट पर बनाये जाने वाले भवनों का निर्मित क्षेत्र और ऊंचाई नियमों के अध्याय (vii) में उल्लिखित उपबन्धों के अनुसार होगी। अन्य वर्गों के मामले में, विनियम XVI के अन्तर्गत लगाये जाने वाले वास्तुकला नियन्त्रण के अनुसार अधिकतम निर्मित क्षेत्र और फर्श क्षेत्र अनुपात निम्नानुसार होगा :—

क्रमांक	उपयोगिता किस्म	भूमितल मंजिल का अधिकतम निर्मित क्षेत्र	अधिकतम फर्श क्षेत्रफल अनुपात	विशेष कथन
1	वर्ग आवास	35 प्रतिशत	175	
2	सरकारी कार्यालय	25 प्रतिशत	150	
3	वाणिज्यक क (एकीकृत निगमन)	40 प्रतिशत	150	सैक्टर के कुल प्लाट क्षेत्र का हिसाब लगाते समय वाणिज्यिक क्षेत्र के कुल क्षेत्र को प्लाट योग्य क्षेत्र के रूप में समझा जाना है।

ध्यान देने योग्य टिप्पणी :—बैसमैन्ट फर्श जोनिंग योजना में अनुमोदित अनुसार अनुमत होगा। बैसमैन्ट को संग्रहण प्रयोजनों के लिए उपयोग नहीं किया जाएगा।

(XV) भवनों की अगली ओर और पिछली ओर व भुजा की ओर भवन पंक्ति :

यह, पंजाब अनुसूचित सड़कें एवं नियन्त्रित क्षेत्र अनियमित विकास प्रतिबंध नियमावली, 1965 के नियम संख्या 51, 52 तथा 53 में उपबन्धित अनुसार होगी।

XVI. वास्तुकला सम्बन्धी नियन्त्रण :

प्रत्येक भवन, पंजाब अनुसूचित सड़कें एंव नियन्त्रित क्षेत्र अनियमित विकास नियमावली, 1965, जहां लागू होती हों, के नियम संख्या 50 के अन्तर्गत बनाये वास्तुकला सम्बन्धी नियन्त्रण के अनुरूप होगा।

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XVII. कृषि जोन में भूमि उपयोग में ढील :

कृषि जोन में पड़ी किसी भूमि के मामले में सरकार इस विकास योजना के उपबन्धों में निम्नलिखित हेतु ढील दे सकती है :—

(क) भूमि के आवासी अथवा औद्योगिक उपनिवेशन में उपयोग एवं विकास के लिए शर्त यह है कि उपनिवेशक ने यह भूमि वास्तविक तिथि से पहले उक्त उपयोग एवं विकास के लिए खरीदी हो और उपनिवेशक ने नियमानुसार इस कार्य के लिए अनुमति प्राप्त की हो।

(ख) व्यक्तिगत स्तर के रूप में भूमि उपयोग के लिए (औद्योगिक कालोनी से भिन्न) शर्त यह होगी बशर्ते कि,

(i) वास्तविक तिथि से पूर्व भूमि खरीदी गई हो ;

(ii) सरकार को इस बात से संतुष्टि है कि उद्योग की आवश्यकता इस प्रकार की है कि उपयुक्त जोन में वैकल्पिक स्थान के नियतन की प्रतीक्षा नहीं की जा सकती ;

(iii) कि भू-स्वामी नियमों के अन्तर्गत यथाप्रक्षित भवन निर्माण के लिए अनुमति प्राप्त करता है ;

(iv) कि भूमि का स्वामी, निदेशक द्वारा जब भी कभी इस सम्बन्ध में मांग किये जाने पर यथा निश्चित अनुपात प्रभार अदा करने की प्रतिज्ञा करता है और अन्तरिम अवधि में मल निकास की सन्तोषजनक व्यवस्था करता है :

व्याख्या :—इस विनियम में शब्द क्रय (खरीद) का अभिप्राय पूर्ण स्वामित्व अधिकारों को प्राप्त करना है। स्वामित्व अधिकारों से कम जैसा कि खरीद इकरार नामा अधि को विनिर्दिष्ट अधिकार नहीं माना जायेगा ।

XVIII. सघनता :

प्रत्येक आवासी सैक्टर को, सैक्टर की ड्राईंग में दर्शायी एवं निर्धारित सघनता के अनुसार विकसित किया जायेगा परन्तु सैक्टर की निर्धारित सघनता में दोनों ओर अधिक से अधिक 20 प्रतिशत की विभिन्नता के लिये अनुमति होगी ।

(i) कृषि जोन/ग्रामीण जोन में आबादी देह के बाहर फार्म हाऊस की व्यवस्था

ग्रामीण जोन में आबादी देह के बाहर फार्म हाऊस की अनुमति निम्नलिखित शर्तों पर दे दी जाए यदि भूमि का क्षेत्र दो एकड़ या दो एकड़ से अधिक हो :—

फार्म का आकार	आवासी यूनिट के भूतल पर निर्मित क्षेत्र (मुख्य भवन)	फार्म छायवान के भूमि तल पर अधिकतम निर्मित क्षेत्र (अनुषंगी भवन)
निर्मित स्तर 2 एकड़	100 वर्ग मीटर	फार्म की भूमि का एक प्रतिशत (मजदूरों और नौकरों के क्वार्टरों के लिये 40 प्रतिशत से अधिक भूमि का उपयोग नहीं किया जायेगा।

प्रत्येक अतिरिक्त 0.25 एकड़ भूमि के लिये मुख्य भवन के लिये 10 वर्ग मीटर परन्तु अधिकतम 200 वर्ग मीटर।

	अधिकतम ऊंचाई	
	मुख्य निवास यूनिट	अनुषंगी भवन
(ii) ऊंचाई तथा मंजिल	6 मीटर एक मंजिला	4 मीटर एक मंजिला

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(iii) दूरी—कृषि भूमि के सभी किनारे से कम से कम 15 मीटर दूर बशर्ते कि यदि फार्म हाऊस से सम्बद्ध भूमि सड़क के साथ लगती है तो गृह का निर्माण सड़क के किनारे से कम से कम निम्नलिखित दूरी पर किया जायेगा ।

(क)	जहां सड़क, अनुसूचित सड़क तक बाईपास है	.. 100 मीटर
(ख)	जहां सड़क कोई अनुसूचित सड़क है	.. 30 मीटर
(ग)	कोई अन्य सड़क	.. 15 मीटर

(iv) पहुंच सड़क—(क) फार्म को पहुंच सड़क कम से कम 13.5 मीटर (45 फुट) चौड़ी होगी ।

(ख) यदि पहुंच सड़क एक से अधिक फार्मों के लिये हो तो कम से कम 18.30 मीटर (60 फुट) चौड़ी होनी चाहिये ।

(v) बेसमेंट—

अधिकतम भूतल क्षेत्र सीमा तक बेसमेंट के लिये अनुमति दी जायेगी परन्तु बेसमेंट में शौचालय की और स्नानगृह बनाने की अनुमति नहीं होगी ।

(vi) लैंज, लापट और मेजानाइन तल भवन के भीतर पूर्णकारी अभिन्यास और मेजानाइन फर्श के लिये लैंज, लापट और मेजानाइन तल को अनुमति उक्त प्रतिबन्धों और भाग-II में दी गई परिभाषा में दिये गये प्रतिबन्धों के अन्तर्गत दी जायेगी ।

(vii) सेवाएं—जल सप्लाई तथा जल निकास,—

(क) यदि फार्म हाऊस का निर्माण किया जाता है तो फार्म में मनुष्य के उपयोग के लिये पर्याप्त पेटजल सप्लाई उपलब्ध होनी चाहिये ;

(ख) ऐसी फार्म की स्थिति में शौच साफ करने के लिए खुली मल निकास नालियां अथवा ढकी हुई नालियों की व्यवस्था की जाये । सभी भवनों में वर्षा के पानी के निकास के लिये नालियों की व्यवस्था की जाये ।

(ग) नियन्त्रित क्षेत्र अधिनियम के उपबन्धों के अनुसार मनुष्य और पशु मल के निपटान के लिये मलाशय की व्यवस्था की जायेगी ;

(घ) मलाशय और खुले कुए अथवा नलकूप के बीच दूरी नियन्त्रित क्षेत्र अधिनियम में उपबन्धित अनुसार होगी :

2 (i) बशर्ते कि सरकार ग्रामीण जोन को उपयुक्त उपयोग करने के लिए राज्य सरकार/राज्य एजेंसी द्वारा प्रयोजित किसी स्कीम के लिए फार्म के न्यूनतम आकार में संशोधन कर सकती है ।

(xx) विकास योजना में ढील

सरकार, किसी प्रकार की कठिनाई अथवा वास्तविक तिथि से पूर्व निर्मित किसी संरचना को बचाने के विचार से विकास प्रभारों आदि करने और अन्य ऐसी शर्तों के उपबन्धों में, जो वह लगाना उचित समझे, न्याय एवं बराबरी के सिद्धान्त पर ढील दे सकती है ।

(xxi) विशेष जोन

विशेष जोन में आमोद-प्रमोद तथा मनोरंजन, वाणिज्यिक, वर्ग आवास तथा संस्थागत उपयोग शामिल होंगे ।

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परिशिष्ट "क"

भूमि उपयोगों का वर्गीकरण

मुख्य कोड	उप कोड	मुख्य वर्ग	उपवर्ग
100	..	रिहायशी	समीपवर्ती पद्धति पर रिहायशी सैक्टर
200	..	वाणिज्यिक	
	210		परचून व्यवसाय
	220		थोक व्यवसाय
	230		भाण्डागार और भण्डारण
	240		कार्यालय और बैंक जिनमें सरकारी कार्यालय भी शामिल हैं।
	250		रेस्तरां, होटल तथा अस्थायी आवास गृह जिनमें धर्मशाला पर्यटक गृह जैसे रिहायशी आवास की व्यवस्था वाली सार्वजनिक सहायक संस्थाएं भी शामिल हैं।
	260		वाणिज्यिक आधार पर लोगों के इकट्ठा होने वाले अन्य स्थान और सिनेमा।
	270		व्यवसायिक स्थापनाएं
300		उदयोगिक	
	310		सेवा उद्योग
	320		हल्के उद्योग
	330		व्यापक उद्योग
	340		भारी उद्योग
400		परिवहन तथा संचार	
	410		रेलवे यार्ड, रेलवे स्टेशन और साईडिंग
	420		सड़कें, सड़क परिवहन डिपो और पार्किंग क्षेत्र, डाकघर, अस्तबे
	440		हवाई अड्डा/हवाई स्टेशन
	450		तार-कार्यालय, टेलीफोन कार्यालय आदि।
	460		प्रसारण केन्द्र
	470		दूरदर्शन केन्द्र

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	470		दूर दर्शन केन्द्र
500		सार्वजनिक सुविधाएं	
	510		जल सप्लाई संस्थापन जिसमें शोधन, संयन्त्र, भी शामिल है।
	520		जल निकास और सफाई संस्थापनाएं जिनमें निस्तारणकार्य भी शामिल है।
	530		बिजली संयन्त्र उप-स्टेशन आदि।
	540		गैस संस्थापना और गैस कार्य।
600		सरकारी और अर्ध सरकारी	
	610		सरकारी प्रशासन, केन्द्रीय सचिवालय, जिला कार्यालय, विधि न्यायालय, जेलें, थाने, राज्यपाल तथा राष्ट्रपति निवास।
	620		शिक्षा, सांस्कृतिक तथा धार्मिक संस्थाएं।
	630		चिकित्सा तथा स्वास्थ्य संस्थाएं
	640		मुख्यतः गैर वाणिज्यक किस्म के थियेटर, ओपेरा हाऊस जैसी सांस्कृतिक संस्थाएं।
	650		रक्षा संबंधी भूमि।
700		खुले स्पेस	
	710		खेलकूद मैदान, स्टेडियम, खेल का मैदान
	720		पार्क
	730		अन्य मनोरंजन सम्बन्धी उपयोग।
	740		श्मशान आदि।
	750		पैट्रोल पम्प तथा बस की लाईनों के लिये स्थान।
800		कृषि भूमि	
	810		मार्केट गार्डन।
	820		फलोउद्यान तथा नरसरियां।
	830		स्टेपल फसल के अन्तर्गत भूमि।
	840		चराई भूमि तथा चरागाहें।
	850		वन-भूमि
	860		दलदल भूमि
	870		बंजर भूमि
	880		जल-भूमि

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विशेष जोन

900 आमोद-प्रमोद तथा मनोरंजन वाणिज्यिक, वर्ग, आवास तथा संस्थानिक उपयोग।

परिशिष्ट "ख"

I. रिहायशी जोन .. सैक्टर योजना अथवा कालोनियों की अनुमोदित अभिविन्यास योजना में उनके लिए निर्धारित स्थल पर मुख्य उपयोग की स्थानीय जरूरतों की आवश्यकता के अनुसार।

(i) आवास

(ii) बोर्डिंग हाऊस

(iii) समाज सदुदाय, धार्मिक और मनोरंजन भवन

(iv) सार्वजनिक उपयोग भवन

(v) शैक्षणिक भवन और सभी प्रकार के विद्यालय और महाविद्यालय, जहां आवश्यक हो।

(vi) स्वास्थ्य संस्थाएं .. निदेशक द्वारा अनुमोदित अनुसार।

(vii) सिनेमा

(viii) वाणिज्यिक और व्यावसायिक कार्यालय

(ix) परचून की दुकानें और नेस्तरां

(x) स्थानीय सेवा उद्योग

(xi) पैट्रोल पम्प

(xii) बस स्टॉप, टांगा, टैक्सी, स्कूटर तथा रिक्शा स्टैंड

(xiii) नर्सरियां और हरितगृह

(xiv) रिहायशी उपयोग में सहायक कोई अन्य छोटी छोटी जरूरतें .. सैक्टर योजना या कालोनियों की अनुमोदित अभिविन्यास योजना में उनके लिए निर्धारित स्थल पर।

II. वाणिज्यिक जोन—

(i) परचून व्यापार

(ii) थोक व्यापार

(iii) भाण्डागार तथा भण्डारण .. सैक्टर तथा जोन योजना पर दिखाये गये स्थल के अनुसार।

(iv) वाणिज्यिक कार्यालय और बैंक

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(v)	रेस्तरां तथा अल्पकालिक आवास गृह, इसमें धर्मशाला पर्यटक गृहों आदि रिहायशी स्थान प्रदान करने वाले सार्वजनिक सहायता संस्थान जैसे शामिल हैं।	
(vi)	वाणिज्यिक आधार पर चलने वाले सिनेमा, होटल, मोटल और लोगों के इकट्ठा होने वाले अन्य स्थान जैसे थियेटर क्लब, ड्रामा क्लब आदि।	
(vii)	व्यवसायिक स्थापनाएं	
(viii)	पहली तथा उच्चतर मंजिलों पर निवास	
(ix)	स्थानीय सेवा उद्योग	
(x)	सार्वजनिक उपयोग भवन	
(xi)	पैट्रोल पम्प और सर्विस	
(xii)	माल चढ़ाने और उतारने के	
(xiii)	वाहन खड़े करने के स्थल, बस स्टैंड, टैक्सी, टांगा और रिक्शा स्टैंड	
(xiv)	नगर पार्क	
(xv)	कोई अन्य उपयोग जिसके लिये लोक हित में निदेशक निर्णय ले सकता है	निदेशक द्वारा अनुमोदित
III.	उद्योगिक जोन--	
(i)	हल्का उद्योग	
(ii)	मध्यम उद्योग	
(iii)	अहितकर और खतरनाक	.. सैक्टर योजना या कालोनियों की अनुमोदित अभिविन्यास योजना में उनके लिये निर्धारित स्थल पर।
(iv)	भारे उद्योग	
(v)	सर्विस उद्योग	
(vi)	भाण्डागार और भण्डारण	
(vii)	पार्किंग, माल चढ़ाने और उतारने वाले क्षेत्र	
(viii)	ट्रक स्टैंड/बस स्टोप, टैक्सी, टांगा और रिक्शा स्टैंड	
(ix)	सार्वजनिक उपयोग सामुदायिक भवन और परचून की दुकानें	
(x)	पैट्रोल पम्प और सर्विस गैराज	
(xi)	निदेशक द्वारा अनुमत एल०पी०जी० गैस गोदाम	
(xii)	निदेशक द्वारा अनुमत कोई अन्य उपयोग	

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IV. परिवहन तथा संचार जोन—	
(i) रेलवे यार्ड, रेलवे स्टेशन और साइडिंग	उक्त अधिनियम की धारा 3 के उपबन्धों के अनुसार निदेशक द्वारा अनुमोदित स्थलों पर ।
(ii) परिवहन नगर, सड़कें और परिवहन डिपो और पार्किंग क्षेत्र	
(iii) हवाई अड्डा और हवाई स्टेशन	
(iv) तारघर और टेलीफोन कार्यालय	
(v) प्रसारण केन्द्र	
(vi) दूरदर्शन केन्द्र	
(vii) अनुमोदित स्थलों और स्थानों पर कृषि, बागवानी और नर्सरियां	
(viii) पैट्रोल पम्प और सर्विस गैराज	
(ix) पार्किंग स्थान, बस अड्डे/शेलटर, टैक्सी , टांगा और रिक्शा स्टैंड	निदेशक द्वारा अनुमोदित अनुसार
V. सरकारी तथा अर्ध-सरकारी उपयोग जोन—	
(i) सरकारी कार्यालय, सरकारी प्रशासन केन्द्र, सचिवालय और थाना	
(ii) शैक्षणिक, सांस्कृतिक और धार्मिक संस्थाएं	
(iii) चिकित्सा स्वास्थ्य संस्थाए	
(iv) मुख्यतः गैर वाणिज्यिक किस्म के थियेटर ओपेरा हाउस, मार्गिक, सांस्कृतिक और सामाजिक संस्थाए	
(v) रक्षा सम्बन्धी भूमि	
(vi) कोई अन्य उपयोग जिसके सम्बन्ध में सार्वजनिक हित में सरकार द्वारा निर्णय लिया जाए ।	
VI. खुले स्थल—	
(i) खेलकूद—मैदान, स्टेडियम तथा खेल के मैदान	
(ii) पार्क तथा हरित पट्टी	
(iii) शमशान आदि	
(iv) निदेशक की अनुमति से सड़कों के साथ—2 पैट्रोल पम्प, बस लाईन स्थान	
(v) निदेशक की अनुमति से कोई अन्य मनोरंजन सम्बन्धी उपयोग	
VII. बिल्कुल निषिद्ध उपयोग —	
उचित लाईसेंस के बिना पैट्रोलियम और अन्य प्रज्ज्वलनीय सामग्री का भण्डारण	

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VIII. कृषि-जोन—

(i) कृषि, बागवानी, डेरी और मुर्गी पालन

(ii) आबादी देह में गांव घर

(iii) जोनिंग विनियम XIX में निर्धारित प्रतिबन्धों के अनुसार आबादी देह के बाहर फार्म हाऊस

(iv) इसके किसी भाग का मनोरंजन के लिए वनरोपण विकास

(v) आबादी देह के समीप वर्तमान ग्राम का विस्तार यदि यह केन्द्र सरकार या राज्य सरकार द्वारा अनुमोदित परियोजना हो — निदेशक द्वारा अनुमोदित अनुसार

(vi) दुग्ध अवशीतन केन्द्र और पास्च्युरीकरण संयन्त्र

(vii) बस अड्डा और रेलवे स्टेशन

(viii) अनिवार्य भवनों सहित हवाई अड्डा

(ix) बेतार केन्द्र

(x) निदेशक द्वारा अनुमोदित स्थानों पर अनाज गोदाम, भण्डारण स्थल

(xi) मौसम कार्यालय

(xii) भू-जलनिकास और सिंचाई, पन-बिजली केन्द्र और सिंचाई के लिए नलकूप

(xiii) टेलीफोन और बिजली परिषद् लाईनें तथा खम्बे। नियमों के अनुसार तथा अनुमोदित स्थल पर

(xiv) खनन तथा उत्खनन कार्य, इनमें चूना और ईंटों के भट्ठे, स्टोन क्रशिंग और क्रशिंग शामिल है। — निदेशक द्वारा अनुमोदित अनुसार।

(xv) श्मशान और कब्रिस्तान

(xvi) पैट्रोल पम्प और सर्विस गैरेज

(xvii) पन बिजली/थर्मल उप केन्द्र

(xviii) एस० पी० जी० निदेशक के अनुमोदन से गैस भण्डारण गोदाम—

(क) आर० एस० आई/एस० एस० आई यूनिटों के रूप में पंजीकृत प्रदूषण रहित उद्योग बशर्ते कि वे निम्नलिखित में से किसी एक शर्त को पूरी करें :—

(1) वर्तमान गांव आबादी के आस-पास की पट्टी के आधे किलोमीटर में स्थित हो और अनुसूचित सड़क, राष्ट्रीय राजमार्ग और राज्य राजमार्ग से भिन्न किसी सार्वजनिक सड़क/रास्ते द्वारा उस तक पहुंचा जा सकता हो।

(2) सार्वजनिक सड़कें रास्ते पर जो कम से कम 30 फुट तक चौड़े हों, अनुसूचित सड़कों, राष्ट्रीय राजमार्ग और राज्य राजमार्ग से भिन्न, उक्त (1) में उल्लिखित आधा कि०मी० की जोन से बाहर, पहुंच सड़क के साथ-साथ 100 मीटर अन्दर की ओर।

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ख) प्रदूषण रहित मध्यम तथा बड़े पैमाने के कृषि आधारित उद्योग अनुमोदित सड़कों, राष्ट्रीय राजमार्ग और राज्य राजमार्ग से भिन्न, कम से कम 30 फुट चौड़ी सार्वजनिक सड़कों/राजस्व रास्तों पर ;

ग) यह स्थल रक्षा स्थापनाओं के चारों ओर की 900 मी० प्रतिबन्धित पट्टी में नहीं आना चाहिए।

(xix) कोई अन्य उपयोग जिसके लिए सरकार लोक हित में निर्णय ले सकती है ।

IX. विशेष जोन—

प्रमोद–प्रमोद तथा मनोरंजन, वाणिज्यिक वर्ग आवास और औद्योगिक उपयोग।

प्रदीप कुमार,

आयुक्त एवं सचिव,
हरियाणा सरकार,
नगर तथा ग्राम आयोजना विभाग, ।

TOWN AND COUNTRY PLANNING DEPARTMENT, HARYANA

Notification

The 8th January, 1996

No. JD-96/250.—In exercise of the powers conferred by sub-section 7 of section 5 of the Punjab Scheduled Roads and Controlled Areas (Restriction of Unregulated Development) Act, 1963, and, with reference to Haryana Government Gazette Notification No. 10DP-82/6528, dated 29th April, 1982 the Governor of Haryana after considering the objections/suggestions and representations received alongwith the recommendations, of the Director, Town and Country Planning Department, Haryana thereon, hereby publishes the Final Development Plan alongwith restrictions and conditions proposed to be made applicable to controlled areas covered by it (given in the Annexure 'A' & 'B') to the Development Plan of Gurgaon.

DRAWINGS

1. Existing-Land Use Plan (Drawing No. STP (G)-133/153, dated 19th June, 1981 17th November, 1981) already published,—*vide* Haryana Government Gazette Notification No. 10DP-82/6528, dated 29th April, 1982, published on 29th April, 1982.

2. Final Development Plan for Gurgaon-Controlled Area No. I to IV bearing Drawing No. DTP (G)-588/95, dated 28th June, 1995.

ANNEXURE 'A'

Introduction

Gurgaon, the pollution free city of Maruti Cars and Matadors; Electronics, Ready Made Garments, Pharmaceutical Industies and well planned residential sectors is located at a distance of 30 kms. from the Delhi Metropolitan City. As per Regional Plan of NCR, Gurgaon town is a part of Delhi Metropolitan area. As per 1991 census, it had a polulation of 1.35 lacs. Due to its proximity to Delhi and its pollution free environment, Gurgaon town which is also being developed as a power cut free town has become the main attraction to enterpreneurs the world over and as a result, has become one of the rapid developing towns.

The first Development Plan of Gurgaon town was published in 1971 for an estimated population of 1.25 lacs by 1991. Later in 1977 and 1982 it was revised for a perspective population of 2.25 lacs and 10 lacs respectively for 2001 AD. The National Capital Region Plan which came into being in 1989 assigned a population of 7 lacs by 2001 AD for the Gurgaon town. Besides this, a mid-term revision of NCR Plan itself is underway and therefore it has been decided to publish the Final Development Plan with minimum changes. The total urbanizable area including defence land (633 hectares) works out to

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9881 hectares. The gross town density based on a population of 10 lacs by 2001 A.D. excluding defence land) works out to 160 persons per hectare.

The extent of various land uses is give below :—.

Sr. No.	Land Uses	Area in hectares
1	2	3
1	Residential	.. 6243·00
2	Industrial	.. 1349·00
3	Commercial	.. 220·00
4	Transport & Communications	.. 665·00
5	Public and Semi Public Use (Institutional)	.. 302·00
6	Defence Land	.. 633·00
7	Open Spaces	.. 363·00
8	Special Zone	.. 106·00
	Total	.. 9881·00

This does not include areas of 275 Hect. under village Abadies falling under various sectors. It also does not include area under existing town measuring about 406 hect.

Residential :

To provide for the additional projected population a residential area of 6243 hecrares has been proposed, keeping in view the general topography and proximity to the National Capital and proposed development of Gual Pahari Area. The areas on the West and South-Western side of the town are comparatively low lying. To provide for residential area near the industrial sectors and to reduce the work place distance, residential sectors have been provided on the eastern and south-western side of the existing town. These sectors will have a high density of 150 persons per acre, whereas the other sectors will have a residential density of 100 persons per acre, as shown on the Development Plan.

Industrial :

To provide for an industrial base to the town and to meet the growing demand for industrial area 1349 hectares of land has been earmarked for this use. This extends on the southern side of the town along Delhi-Jaipur National Highway.

Commercial :

Sector 29 forming an important central location and having linkages from all parts of the town has been proposed as "City Centre". Three more commercial areas have been proposed as District Centres to meet the commercial needs of the town.

Transport And Communication :

To streamline the local as well as through traffic, the existing Delhi-Jaipur highway has been linked with 60 Metres wide road upto Delhi Bordar with the provision of green belts. Two more 60 M wide roads have been proposed on its eastern side for smooth connection between commercial/ institutional/wholesale market areas and sector 33 (part) proposed for "Transport Nagar". The eastern peripherial road will streamline traffic between Delhi-Jaipur road and new Faridabad road and also improve the linkage s of this town with the Gual Pahari/Faridabad town. The Transport Nagar will be planned on most modern lines providing for truck stand, transport agencies, banks, godowns, idle and active parking, hotels etc.

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Public and Semi Public Uses :

There is a persistant demand for institutional areas at Gurgaon. Since a number of public and semi-public offices have to shift to this town, it is anticipated that a sizeable number of work force will be engaged in this sector. An area of 302 hect. has, therefore, been provided for public and semi public uses to meet the requirements of the town.

Open Space :

A 900 meter wide strip of land around the ammunition depot has to be kept free from urbanisation under the provision of the Works of Defence Act, 1903. The mountainous track of land along the north-eastern side of Delhi-Haryana border has been reserved as green space. Provision of green belts along the Delhi-Jaipur highway, railway line and the Badshahpur nallah south of Gurgaon has also been made to meet any eventuality of their possible widening in future.

Agricultural Zone :

A sizeable area has been reserved as agricultural zone. This zone will however, not eliminate the essential building development within this area such as the extension of existing villages, contiguous to *abadi deh* if undertaken under a project approved or sponsored by Government and other ancillary and allied facilities necessary for the maintenance and improvement of the area as an agricultural area.

Special Zone :

Special zone shall include recreation and entertainment commercial group housing and institutional uses.

ZONING REGULATIONS

The legal sanctity to the proposals regarding land use is being given to the effect by a set of zoning regulations which form a part of this Development Plan. These regulations will govern the change of land use and standards of development. They also very elaborately detail out allied and ancillary uses which will be permitted in the various major land uses and stipulate that all change of land use and Development shall be in accordance with the details shown in the Sector Plan thereby ensuring the preparation of detailed sector plans for each sector to guide the development and enforce proper control.

ANNEXURE 'B'

Zoning Regulations :

Governing use and development of land in the controlled area around Gurgaon as shown in Drawing No. DTP (G)/588/95, dated 28th June, 1995.

I. General :

(1) These zoning regulations forming part of the development plan for the controlled area around Gurgaon shall be called zoning regulations of the development plan for the Gurgaon Controlled Areas.

(2) The requirements of these regulations shall extend to the whole of the area covered by the development plan and shall be in addition to the requirements of the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and the Rules framed thereunder.

II. Definitions :

In these regulations :—

(a) 'Approved' means approved under the rules.

(b) 'Building Rules' means rules contained in Part-VII of the rules.

(c) 'Drawing' means Drawing No. DTP (G) 588/95, dated 28th June, 1995.

(d) 'Floor Area Ratio (F. A. R.)' means the ratio expressed in percentage between the total floor area of a building on all floors and the total area of the site.

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(e) 'Group Housing' shall be buildings designated in the form of flatted development for residential purposes or any ancillary or appurtent buildings including community facilities, public amenities and public utility as may be prescribed and approved by the DTCP, Hr.

(f) 'Light Industry' means industry not likely to cause injurious or obnoxious noise, smoke, gas, fumes or odours, dust, effluent and any other nuisance to an excessive degree and motivated by electric power.

(g) 'Local Service Industry' means an industry, the manufacture and product of which is generally consumed within the local area for example bakeries, ice cream manufacturing, aerated water, atta chakies with power, laundary, dry cleaning and dying repair and service of automobile, scooters and cycles, repair of household utensils, shoe making and repairing, fuel depots etc. provided no solid fuel is used by them

(h) 'Medium Industry' means all industries other than light industry and local service industry and not emitting obnoxious or injurious fumes and odours.

(i) 'Extensive Industry means an industry set up with the permission of the Government and is extensive, employing more than 100 workers and may use any kind of motive power of fuel provided they do not have any obnoxious features,

(j) 'Heavy Industry' means an industry to be set up in public or semi-public or private sector with the permission of the Government (if the cost of machinery is more than one crore rupees).

(k) 'Obnoxious or hazardous industry' means an Industry set up with the permission of the Government and is highly capital intensive associated with such features as excessive smoke, noise, vibration, stench, unpleased or injurious effluent, explosive, inflammable material etc. and other hazard to the health and safety of the community.

(l) 'Material date' means the date of publication of notification of various controlled areas mentioned below :—

Sr. No.	Name of the controlled area and notification No.	Material Date
1	Controlled Area notified,—*vide* Punjab Government Gazette Notification No. 2319-2TCP-64, dated 3rd July, 1964 published on 10th July, 1964.	.. 10th July, 1964
2	Controlled area notified,—*vide* Haryana Government Gazette Notification No. 12002—1CDP-79/15003, dated 15th November, 1979 published on 19th February, 1980.	.. 19th February, 1980
3	Controlled areas (Part-III and IV) notified,—*vide* Haryana Government Gazette Notification No. 1CDP-81/8039, dated 21st May, 1981 published on 16th June, 1981.	.. 16th June, 1981

(m) Non Conforming Use' in respect of any land or building in a controlled area means the existing use of such land or building which is contrary to the major land use specified for that part of the area in the Development Plan.

(n) 'Public Utility Building' means any building required for running of public utility services such as water supply, drainage, electricity, post and telegraph and transport and for any municipal services including a fire station.

(o) 'Rules' means the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965.

(p) Sector Density and Colony Density shall mean the number of persons per acre in sector area or colony area as the case may be.

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planation

(1) In this definition the 'sector area' or 'colony area' shall mean the area of the sector or of colony as bounded within the major road system shown on the drawing in the case of sector and on the approved layout plan of the colony in the case of colony including 50 percent land under the major roads surrounding the sector and excluding land under the major road system and the area unfit for building development within the sector or the colony as the case may be.

(2) For the purposes of calculation of sector density or colony density, it shall be assumed that 55 percent of the sector area or colony area will be available for residential plots including the area under Group Housing and that every building plot shall on the average contain three dwelling units each with a population of 4.5 persons per dwelling unit or 13.5 persons per building plot or as incorporated in the Zoning Plan of the colony/group housing complex. In the case of shop-cum-residential plot, however, only one dwelling unit shall be assumed.

(3) 'Site Coverage' means ratio expressed in percentage between the area covered by the ground floor of building and the area of the site;

(4) The Terms Act, Colony, Coloniser, Development Plan, Sector and Sector Plan shall have the same meaning as assigned to them in the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and Rules, 1965;

(5) Any other terms shall have the same meaning as assigned to it in the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963.

(aa) 'Farm House' shall mean a house constructed by the owner of a Farm at his land for the purpose of ;

(i) Dwelling unit, i. e, main use.

and

(ii) Farm Shed i.e. Ancillary use.

lotes : (1) The construction of the farm house shall be governed by the restrictions given under clause regarding "provision of farm houses outside *abadi-deh* in rural agricultural zone."

(2) The farm sheds shall be governed by the restrictions mentioned in clause regarding building control and site specifications.

(ab) **Ledge or Tand** :—A shelf-like projection, supported in any manner whatsoever, except by means of vertical supports within a room itself but not having projection wider than one metre.

(ac) **Loft** :—An intermediary floor on a residual space in a pitched roof ; above normal floor level with a maximum height of 1.5 metre and which is constructed or adopted for storage purposes.

(ad) **Mezzanine floor** :—An intermediate floor above ground level with area of mezzanine restricted to 1/3 of the area of that floor and with a minimum height of 2.2 metres.

(ae) **Subservient to Agriculture** :—shall mean development and activities, which are required to assist in carrying out the process of 'agriculture' such as tubewells, pump chambers, wind mills, irrigation drains, pucca platforms, fencing and boundary walls, water hydrants, etc.

(A) Rural Industries Scheme means industrial unit which is registered as RIS by the Industries Department.

(B) Small Scale Industries means Industrial unit which is registered as SSI by the Industries Department :

(C) Agro based industries means an industrial unit which uses foodgrain, fruits or Agro waste as a raw material.

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III. Major Land Uses/Zones

(1) (i) Residential Zone

(ii) Industrial Zone

(iii) Commercial Zone

(iv) Public & Semi-Public Uses (Institutional Zone)

(v) Major open spaces

(vi) Transport and Communication Zone

(vii) Agricultural Zone

(viii) Special Zone

(2) Classification of major land uses is according to Appendix 'A'.

IV Division into sectors :

Major land uses mentioned at Serial Nos. *(i)* to *(viii)* excluding (VII) in regulation-III above, which are land uses for building purposes, have been divided into sectors as shown, bounded by the major road reservations and each sector shall be designated by the number as indicated on the drawing.

V. Detailed Land Uses within major uses :

Main anciliary and allied uses, which are subject to the other requirements of these regulation and of the rules, may be permitted in the respective major land use zone are listed in Appendix 'B' sub-joined to these regulations.

VI. Sectors not ripe for Development :

Not withstanding the reservation of various sectors for respective land uses for building purposes the Director may not permit any changes in their land use or allow construction of building thereon from considerations of compact and economical development of the controlled area, till such time as availability of water supply, drainage arrangement and other facilities for these sectors are ensured to his satisfaction.

VII. Sectors to be deveolped exclusively through Government Enterprises :

(1) Change of land use and development in sectors which are reserved for the commercial zone and the institutional zone shall be taken only and exclusively through the Government or a Government Undertaking or a public authority approved by the Government in this behalf and no permissionsholl be given for development of any colony within these sectors.

(2) Notwithstanding the provision of clause (i) above the Government may reserv, at any time any other sector for development exclusively by it by the agencies mentioned above.

VIII. Land Reservation for Major Roads:

1. Land reservation for major roads shall be as under :—

(i) V-I Roads—

Existing Delhi-Jaipur, Road
V-I (a), V-I (b), V-I (c)
Roads connecting the town with other towns of the area } .. Existing width

(ii) V-2 Roads .. 60 Mts. wide

(iii) V-3 Roads—
(a) Old and new railway roads .. Existing width

(b) proposed periphery roads around the sectors .. 30 mts. wide

2. Width and alignment of other roads shall be as per sector plans or as per approved layout plans of colonies.

IX. Industrial Non-Conforming Uses :

With regard to the existing industries shown in the zones other than industrial zones in the development plan such industrial non-conforming uses may be allowed to continue for a fixed period to be determined by the Director but not exceeding ten years, provided that the owner of the industry concerned:

(a) Undertakes to pay to the Director, as determined by him the proportionate charges towards the external development of the site as and when called upon by the Director to do so in this behalf, and

(b) During the interim period makes satisfactory arrangement for the discharge of effluent to the satisfaction of the Director.

(c) No further expansion shall be allowed within the area of non conforming use.

X. Discontinuance of Non-Conforming Uses :

(1) If a non-conforming use of land has remained discontinued continuously for a period of two years or more it shall be deemed to have terminated and the land shall be allowed to be re-used or re-developed only according to the conforming use.

(2). If a non-conforming use building is damaged to the extent of 50 percent or more of its reproduction value by fire, floods, explosion,earthquake, war, riot or any other natural calamity, it shall be allowed to be redeveloped only for a conformigg use.

(3) After a lapse of period fixed under clause IX the land shall be allowed to be redeveloped or used only for conforming use.

XI. The Development to Conform to Sector Plan and Zoning Plan :

Except as provided in regulation IX, no land within major land use shall be allowed to be used and developed for building purposes unless the proposed use and development is according to the details indicated in the sector plan and zoning plan or the approved colony plan in which the land is situated.

XII. Individual Site to Form Part of Approved Layout or Zoning Plan ;

No permission for erection or re-erection of building on a plot shall be given unless ;

(i) the plot forms a part of an approved colony or the plot is in such area for which relaxation has been granted as provided in regulation XVII .

(ii) The plot is accessible through a road laid out and constructed upto the situation of the plot to the satisfaction of the Director.

XIII. Minimum Size of Plots for Various Types of Buildings :

(1) The minimum size of the plots for various type of uses shall be as below :—

(i) Residential plot	..	50 sq. Metres
(ii) Residential plot in subsidized industrial housing or slum dwellers housing scheme approved by the Government	..	35 sq. Metres
(iii) Shop-cum-residential plot	..	100 sq. Metres
(iv) Shopping booths including covered corridor or pavement in front	..	20 sq. Metres
(v) Local service industry plot	..	100 sq. Metres
(vi) Light industry plot	..	250 sq. Metres
(vii) Medium industry plot	..	0.8 Hectares

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(2) The minimum area under a group housing scheme will be 5 acres if it forms part of a licenced colony and 10 area s if it is developed independently.

XIV. Site Coverage, Height and Bulk of Building Under Varioucs Types of Buildings :

Site coverage and the height upto which building may be erected within independent residential and industrial plot, shall be according to the provisions contained in Chapter VII of the Rules. In the case of other categories, the maximum coverage and the floor area ratio subject to architectural control, as may be imposed under regulation XVI shall be as under :—

Sr. No.	Type of Use	Max. G.F. Coverage	Max. FAR	Remarks
1	Group Housing	35%	175	
2	Government Offices	25%	150	
3	Commercial :			
	(a) Integrated corporate	40%	150	The total area of the commercial pocket is to be considered as plot able area while working out the total plotted area of the sector.

N. B. :—Basement floor shal be permittedas approved in the zoning plan. The basement shall not be used for storage purposes.

XV. Building Lines in Front Side and rear of Buildings :

These shall be provided in accordance with rules 51,52 and 53 of the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules 1965.

XVI. Architecrural Control :

Every building shall conform to architectural control prepared under rule 50 if applicable as per Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965.

XVII. Relaxation of land use within Agricultural Zone :

In the case of any land lying in Rural Zone, Government may relax the provisions of this development plan :

(a) for use and development of the land in to a residential or industrial colony provided the coloniser has purchased the land for the said use and development prior to the material date and the coloniser secures permission for this purpose as per rules.

(b) for use of land as in, individual site (as distinct from an industrial colony) provided that ;

(i) the land was purchased prior to the material date.

(ii) the Government is satisfied that the need of the industry is such that it cannot await alternative allotment in the proper zone ;

(iii) the owner of the land secures permission for building as required under the rules.

(iv) the owner of the land undertakes to pay to the Director as determined by him, the proportionate charges as and when called upon by the Director in this behalf and during the interim period makes satisfactory arrangement for discharge of effluent ;

Explanation—The work 'purchase' in this regulation shall mean acquisition of full proprietory rights and no lesser title such as agreements to purchase etc.

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XVIII. **Density** :

Every residential sector shall be developed to the sector density indicated and prescribed for it in the drawing subject to a maximum of 20 percent variation allowed on either side of the prescribed sector density.

XIX. **Provision of Farm House Outside Abadi-deh in Agricultural Zone/rural Zone;**

A farm house in rural zone, outside abadi-deh may be allowed if the area of the land is 2 acres or more on the following conditions :—

Size of farm		Maximum coverage on ground for dwelling unit (main building)	Maximum coverage on ground for farm shed (ancillary building)
(i) Site Coverage	2 Acres	100 Sq. mtrs.	1 percent of the farm land (not more than 40 percent shall be used for labour/ servant quarters)

For every additional 0.25 acre, 10 sq. mtrs in main building subject to maximum of 200 sq mtrs.

	Maximum Height	
	Main dwelling unit	Ancillary building
(ii) Height and Storey	6 metres single storeyed	4 metres single storeyed

(iii) **Set back.**—It shall be at least 15 metres away from the edge of the agricultural land on all sides provided that if land attached to the farm house abuts a road, the house shall be constructed with a minimum set back from the edge of the road as under :—

(a) Where the road is bye-pass to a Scheduled Road .. 100 metres

(b) Where the road is a Scheduled Road .. 30 metres

(c) Any other road .. 15 metres

(iv) **Approach Road.**—(a) The approach road to the farm shall have a minimum right of way to 13.5 metres (45 feet).

(b) when the approach road serves more than one farm then the minimum right of way should be 18.30 metres (60 feet).

(v) **Basement.**—Basement shall be permitted to the maximum extent of ground floor coverage but in the basement water closet and bath room shall not be permitted.

(vi) **Ledge, Loft and Mezzanine floor.**—Ledge, Loft and Mezzanine floor shall be permitted within the building subject to the restrictions above as well as the restrictions stipulated in the definition given in part II.

(vii) **Services-Water Supply and Drainage.**—(a) Good potable water suplpy should be available in the farm for human consumption in case of farm house is built.

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(b) Open sanitary drains or covereddrains to be provided to clean the sheds in case of Dairy farms, Drains are to be provided for carrying rain water in cases of all buildings.

(c) Septic tank to be provided for disposal of human and animals waste as per provisions of the Controlled Areas Act.

(d) The distance between the septic tank and open well or tubewell shall be as provided in the Controlled Areas Act;

2 (i) Provided that Government may amend the minimum size of the farm for any scheme sponsored by the State Government/State Agency for the proper utilisation of the rural zone.

XX. Relaxation of Development Plan :

Government may in case of hardship or with a view to save any structure constructed before the material date, relax any of the provisions of the Development plan on principles of equity and justice on payment of such development charges and or such other conditions as it may deem fit to impose.

XXI. Special Zone :

Special zone shall include recreation and entertainment, commercial, group housing and institutional uses.

APPENDIX 'X'

CLASSIFICATION OF LAND USES

Main Code	Sub Code	Main Group	Sub-Group
100	..	Residential	Residential sector on neighbourhood pattern
200	..	Commercial	
	210		Retail Trade
	220		Wholesale Trade
	230		Warehousing and Storage
	240		Office and Banks including Government offices.
	250		Restaurants, Hotels and Transient Boarding Houses including Public Assistance Institutions providing residential accommodation like Dharamshala, Tourist Houses etc.
	260		Cinema and other places of public assembly on a commercial basis
	270		Professional Establishments
300		Industrial	
	310		Service Industry

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Main Code	Sub Code	Main Group	Sub Group
	320		Light Industry
	330		Extensive Industry
	340		Heavy Industry
400		Transport and Communication	
	410		Railway Yards, Railway Stations and Sidings
	420		Roads, Road Transport Depots and Parking Areas, Dockyards, Jattys
	440		Airport/Air Stations
	450		Telegraph Offices, Telephone Exchanges etc.
	460		Broadcasting Station
	470		Television Stations
500		Public Utilities	
	510		Water Supply installation including treatment plants
	520		Drainage and Sanitary installations including dispesal works
	530		Electric Power Plants Sub-Station etc.
	540		Gas Installation and Gas Work
600		Public and Semi-Public	
	610		Government Administrative Central Secretariat, District Offices, Law Courts, Jails Police Stations, Governers and President's Residence
	620		Education, Cultural and Religious Institutions
	630		Medical and Health Institutions
	640		Cultural Institution like Theatres, Opera Houses etc. of a predominantly non-commercial nature
	650		Land belonging to defence
700		Open Spaces	
	710		Sports Grounds, Stadium Play Grounds.
	720		Parks
	730		Other Recreational uses
	740		Cemeteries, Crematories etc.
	750		Fuel Filling Stations and Bus Queue Shelters

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Main Code	Sub Code	Main Group	Sub Group
800		Agricultural Land	
	810		Market Garden
	820		Orchards and Nurseries
	830		Land under staple crops
	840		Grazing and land pastures
	850		Forest land
	860		Marshy land
	870		Barren land
	880		Land under water
900		Special Zone	Recreation and Entertainment, Commercial, Group Housing and Institutional uses

APPENDIX 'B'

1. RESIDENTIAL ZONE

As required for the local needs of major use at site earmarked for them in the sector plan or in the approved layout plan of the colonies.

(i) Residence

(ii) Boarding House

(iii) Social Community, religious and recreational buildings

(iv) Public Utility Buildings

(v) Educational Buildings and all types of school and college where necessary

(vi) Health Institutions

(vii) Cinemas

As approved by the Director.

(viii) Commercial and prafessional Offices

(ix) Retail shops and Restaurants

(x) Local Service Industries

(xi) Petrol filling stations

(xii) Bus stops, Tonga, Taxi, Scooter and Rickshaw Stand

(xiii) Nurseries and green houses

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(xiv) Any other minor needs ancillary to residential use	At sites earmarked for them in the secter plan or in the approved layout plan of the colonies.
II. COMMERCIAL ZONE	
(i) Retail Trade	
(ii) Wholesale Trade	
(iii) Warehouses and storages	As per site shown on the Sector and Zoning Plan.
(iv) Commercial Offices and Banks	
(v) Restaurant and Transient Boarding Houses including public assistance institutions providing residential accommodation like Dharamshala Tourist Houses etc,	
(vi) Cinemas, Hotels, Motels and other places of public assembly like Theatres, Club, Dramatic Club etc. run on commercial basis	
(vii) Professional establishments	
(viii) Residences on the first and higher floors	
(ix) Local service industry	
(x) Public utility buildings	
(xi) Petrol filling stations and service garages	
(xii) Loading and unloading yards	
(xiii) Parking spaces, bus stops, taxis, tonga and rickshaw stand	
(xiv) Town parks	
(xv) Any other use which the Director in public interest may decide	As approved by the Director.
III. INDUSTRIAL ZONE	
(i) Light industry	At sites earmarked for them in the sector plan or in the approved layout plan of the colonies
(ii) Medium industry	
(iii) Obnoxious and Hazardous	
(iv) Heavy industry	
(v) Service industry	
(vi) Warehouse and storages	
(vii) Parking, loading and unloading areas	
(viii) Truck stands/bus stops, taxi, tonga and rickshaw stand	
(ix) Public Utility, community buildings and retail shops	

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(x) Petrol filling stations and service garages	
(xi) L. P. G. Gas godowns permitted by the Director	
(xii) Any other use permitted by the Director	
IV. TRANSPORT AND COMMUNICATION ZONE	
(i) Railway yards, railway station and sidings	At sites approved by the Director subject to the provisions of section 3 of the said Act.
(ii) Transport Nagar, Roads and transport depots and parking areas	
(iii) Airports and Air Station	
(iv) Telegraph offices and telephone exchange	
(v) Broadcasting stations	
(vi) Television Station	
(vii) Agricultural, horticulture and nurseries at approved sites and places	
(viii) Petrol filling stations and Service Carges.	
(ix) Parking spaces, bus stops shelter, taxi, tonga and rickshaw stand	As approved by the Director.
V. PUBLIC AND SEMI PUBLIC USES ZONE	
(i) Government offices, Government Administration Centres, Secretariates and Police Station	
(ii) Educational, Cultural and Religious Institutions	
(iii) Medical Health Institutions	
(iv) Civic, Cultural and Social institutions like theatres, opera houses etc. of predominantly non-commercial nature	
(v) Land belonging to defence	
(vi) Any other use which Government in public interest may decide	
VI. OPEN SPACES	
(i) Sports ground, stadium and play grounds	
(ii) Park and green belts	
(iii) Cemetaries crematories etc.	
(iv) Motor fuel filling station, bus queue shelter along roads with the permisson of Director	
(v) Any other recreational use with the permission of Director.	
VII. USES STRICTLY PROHIBITED	
Storage of petroleum and other inflammable material without proper licence.	
VIII. AGRICULTURE ZONE	
(i) Agricultural, Horticultural, dairy and poultry farming	
(ii) Village houses within abadi deh	
(iii) Farm houses outside abadi deh subject to restriction as laid down in zoning regulation XIX	

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(iv) Afforestation development of any of its part for recreation	
(v) Expansion of existing village contiguous to abadi deh if undertaken a project approved or sponsored by the Central Government or State Government	As approved by the Director.
(vi) Milk chilling station and pasteurisation plant	
(vii) Bus stand and railway station	
(viii) Air ports with necessary buildings	
(ix) Wireless stations	
(x) Grain godows, storage spaces at sites approved by the Director	
(xi) Weather station	
(xii) Land drainage and irrigation, hydroelectric works and tubewell for irrigation.	
(xiii) Telephone and electric transmisson lines and poles	
(xiv) Mining and extraction operations including lime and brick-kilns, stones, quarries and crushing subject to the rules and at approved site.	As approved by the Director
(xv) Cremation and burial grounds	
(xvi) Petrol filling station and service garages	
(xvii) Hydro electric/thermal sub-stations	
(xviii) L. P. G. Gas storage godowns with the approval of Director.	
(A) Non polluting industries registered as RSI/SSI units subject to one of the following conditions:—	
(1) Located within half kilometre belt encircling the existing village abadi and approachable from a public road/ rasta other than scheduled road, National Highway and State Highway	
(2) On public road/ rasta not less than 30 feet wide (other than scheduled roads, National Highway and State Highway) out side the half kilometre zone referred to in (1) above, upto a depth of 100 metres along the approach road	
(B) Non polluting medium and large scale agro based industries on public roads/revenue rasta not less than 30 feet wide other than Scheduled Roads, National Highway and State Highway	
(C) The site should not fall within 900 M. restricted belt around Defence Installations.	
(xix) Any other use which Government may in public interest decide.	
IX. SPECIAL ZONE	
Recreaton and enternainment, commercial, group housing and institutional uses	

PRADEEP KUMAR,

Commissioner and Secretary to Government, Haryana,
Town and Country Planning Department.

"TRUE COPY"

GURGAON

FINAL DEVELOPMENT PLAN FOR CONTROLLED AREA I TO IV

LEGEND

100 RESIDENTIAL/(GH/P) GROUP HOUSING/PLOTTED

200 COMMERCIAL
- 210 RETAIL TRADE.
- 220 WHOLE - SALE TRADE
- 230 WARE HOUSING & STORAGE

300 INDUSTRIAL
- 320 LIGHT INDUSTRY
- 330 MEDIUM INDUSTRY
- 340 HEAVY INDUSTRY

400 TRANSPORT AND COMMUNICATION
- 410 RAILWAY SIDING
- 420 BUS STAND, WORKSHOP, PARKING
- 450 TELEPHONE EXCHANGE

500 PUBLIC UTILITIES
- 510 WATER WORKS
- 520 DISPOSAL WORKS
- 530 GRID SUB-STATIONS

600 PUBLIC AND SEMI-PUBLIC USE
- 610 MINI-SECRETARIATE-CUM-JUDICIAL COMPLEX JAIL/POLICE STATION AND OTHER INSTITUTIONS.
- 620 EDUCATIONAL
- 630 MEDICAL
- 650 DEFENCE LAND

700 OPEN SPACES

800 AGRICULTURAL ZONE
- 810 FOREST LAND

900 SPECIAL ZONE

--SECTOR NO./ DENSITY

VILLAGE / REVENUE RASTA

NALLAH/WATER BODIES

NON-CONFORMING USE

NOTE:- THIS DRAWING IS BASED ON DRAWING NO. STP (G) 174/82 DATED 1-4-82 AND INCLUDES SUBSEQUENT AMENDMENTS AS APPROVED BY GOVT.

N

SCALE:- 1:25000

DRAWING NO. DTP (G.) 588/95 DT. 28-6-95

DRAWN BY

PLANNING ASSTT.

ASSTT. TOWN PLANNER

DISTT. TOWN PLANNER

SENIOR TOWN PLANNER GURGAON

CHIEF TOWN PLANNER HARYANA

DIRECTOR TOWN & COUNTRY PLG. (HR)

DEPTT. OF T. & C. PLANNING HARYANA

KHERKI MAJRA DHANKOT
DHANKOT
GARHI HARSARU
R.S. FROM REWARI
FROM PATAUDI
HAYAT PUR
HARSARU
DHANWAPUR
BASAI
GARAULI KALAN
GARAULI KHURD
CONTROLLED AREA BOUNDARY
BAJGHERA
DAULTABAD
SARAI ALAWARDI
TO DELHI
TO BILWASAN
PALAM VIHAR
DWARKA
DELHI
SIKANDAR PUR BADHA
TO NAWAB FATEHPUR
SIHI
KOPANKALAN
KHERKI DAULA
FROM JAIPUR
N.H.-8
KADIPUR
GURGAON
EXISTING TOWN
GH EWS
AMUNITION DEPOT
OMEGA COMMERCIAL
TO DELHI
RAPAR PUR
RAILWAY STATION
SUKHRALI
BEGUM PUR KHATOLA
BEHRAM PUR
SWASTA ESTATE
RHIKO HOLDINGS
M/S SHARMA PALWAL
SOUTH CITY
HASAN PUR
DARBARIPUR
MAX WORTH MARKETING
FAZIL PUR HARSA
RISHI PARK
UPPAL HOME
PALRA
FROM SAKATPUR
HUR PUR JHARSA
SHARMA INTERNATIONAL
GOPI FLOWERS ESTATE
WAZIRABAD
BADSHAH PUR
FROM TIKLI
FROM SOHNA
MEOWAS
GHATA
ULHAWAS
NAYA BELUM PUR
CONTROLLED AREA BOUNDARY
FROM RAJOKA BAS
GAUL PAHARI
TRIVENI
RAILWAY STN.
OIL & NATURAL GAS COMMISSION
ONGC
SANJAY GANDHI TRANSPORT NAGAR
SUSHANT LOK
DLF PHASE I
DLF PHASE II
DLF PHASE III
DLF PHASE IV
SANJAY GANDHI MEMORIAL CENTRE
M.L.A. ENTERPRISES
SAHARA INDIA CENTRE
SAHARA INDIA TOWER
SUPREME COURT
PARLIAMENT HOUSE
CENTRAL SECRETARIAT
RAJPATH
INDIA GATE
NATIONAL MUSEUM
NATIONAL GALLERY OF MODERN ART
RAILWAY MUSEUM
SAFDARJUNG TOMB
SAFDARJUNG AIRPORT
SAFDARJUNG ENCLAVE
SAFDARJUNG DEVELOPMENT AREA
SAFDARJUNG HOSPITAL
SAFDARJUNG TOMB
SAFDARJUNG AIRPORT
SAFDARJUNG ENCLAVE
SAFDARJUNG DEVELOPMENT AREA
SAFDARJUNG HOSPITAL

Form LC-V
(See Rule 12)

HARYANA GOVERNMENT
TOWN AND COUNTRY PLANNING DEPARTMENT

Licence No. 19 of 1993.

1. This Licence has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules made thereunder to M/S H.L.F.Enterprises Pvt.Ltd.16-B Community Centre, Basant lok, Vasant Vihar, New Delhi. Colony for setting up of a residential Group Housing colony at Village Nathupur Tehsil & District Gurgaon.

2. The particulars of land wherein the aforesaid colony is to be set up are given in the schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.

3. The Licence is granted subject to the conditions :-

(a) That the colony is laid out to confore to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan accompanying this licence.

(b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Rules made the there under are duly complied with.

(c) That the demarcation plan of the colony area is submitted before starting the development works in the colony and for approval of the zoning plan.

4. This licence is valid upto 8th July 1995.

Dated 9-7- -1993

BHASKAR CHATTERJEE
Director, Town & Country Planning,
Haryana, Chandigarh.

ndst No.SDP.93/9146 Dated:- 15-7-93

A copy alongwith a copy of schedule of land is forwarded to he following for information and necessary action:-

1. M/S H.L.F.Enterprises Pvt.Ltd.16-B Community Centre, Basant lok, Vasant vihar, New Delhi.
2. Chief Administrator, HUDA, Manimajra, U.T.Chandigarh.
3. Addl.Director, Urban Estate, Haryana, Manimajra, U.T.Chandigarh.
4. Chief Engineer, HUDA, Manimajra, U.T.Chandigarh.
5. Land Acquisition Officer, Gurgaon.
6. Senior Town Planner, Enforcement, Panchkula.
7. District Town Planner, Gurgaon.
8. Accounts Officer, O/O D.T.C.P. Haryana, Chandigarh.

Director
Town & Country Planning, Haryana,
Chandigarh.

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TO BE READ WITH LICENCE NO. 194 1993

DETAILS OF LAND OF M/S H.L.F.ENTERPRISES PVT.LTD.

Land Of Village	Khasra No.	Area
Nathupur	3 min North	8 - 3 - 5
	529 South-West	0 - 12
	528	3 - 13
	534	7 - 11
	530	6 - 19
	531	0 - 16
	532	7 - 18
	533	0 - 08
	527	0 - 02
	535	0 - 05
	2/2/1	1 - 15
		0 - 08 -11
		30 - 7 - 11

Or 18.98 Acres

DIRECTOR
Town & Country Planning
Haryana, Chandigarh

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RAMESH SHAH & ASSOCIATES
Chartered Accountants

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the company M/s HLF Enterprises Pvt. Ltd. was owned and controlled by Sh. A.L. Seth and Sh. Rajeev Seth and their associates upto June, 1994 when it was acquired by way of acquisition of 100% equity of the said company by Sh. Raj Singh Gehlot and his associates of Ambience Group.

Further certified that the name of the company M/s HLF Enterprises Pvt. Ltd. had been changed over the years and finally it is converted to M/s Ambience Developers & Infrastructure Pvt. Ltd. having office at L-4, Green Park Extension, New Delhi.

Further certified that the company M/s HLF Enterprises Pvt. Ltd. had acquired 22.98 acres of land during the year 1991-92 and have obtained Licence No.19 of 1993 dated 09.07.1993 to set up Group Housing Colony on 18.98 acres and change of land use to set up hotel and cultural complex on 4 acres of land in 1994.

Further certified that on acquisition of company the Ambience Group has carried out the construction and development of Group Housing Complex on 10.98 acre by the name Ambience Lagoon Residential Apartment Complex and Commercial Complex by the name Ambience Mall on 8 acres and the Leela Ambience Five Star Deluxe Hotel on 4 acres of land.

Further certified that the above information is true and correct to the best of our knowledge and on the basis of the documents filed with Registrar of Companies, NCT of Delhi and Haryana and the Director Town & Country Planning, Haryana, Chandigarh produced before us for verification and requisite information/explanation given thereon.

For Ramesh Shah & Associates
Chartered Accountants

RAMESH SHAH & ASSOCIATES * Chartered Accountants * NEW DELHI

(Ramesh Shah)
Prop.

Place : New Delhi
Dated : 29.09.2020
UDIN : 20086636AAAABY5265

D-51, HAUZ KHAS, NEW DELHI – 110016
TEL : 91 – 11 – 40195547
E – mail : rameshshah.ca@gmail.com

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WATER - SUPPLY

To be read in conjuction with Memo No. 659/1/GP ..... Dtd. 4/5/95

Checked and found O. K. for public health interest. Subject to conditions I have already issued vide my forwarding Letter No. 23 ... Dt. 6/7/95

SANCTIONED

Superintending Engineer (HQ) HUDA, Mini Maira

D.T.P. (HQ) Member S.P.C.

D.T.P. (Nr.) Chairman S.P.C.

RAJOKARI VILLAGE

DELHI-HARYANA BORDER

SITE FOR HOTEL AREA 4.10 ACRES

PHASE II (9.0 ACRES) FOR FUTURE DEVELOPMENT

PHASE I 10.98 ACRES

ORGANISED GREEN AREA

SITE FOR NURSERY SCHOOL (2 ACRES)

EWS

150 ϕ FIRE MAIN

200 MM ϕ C.I. RISING MAIN

150 ϕ C.I. T.W.

150 ϕ SLUDGE FROM T.W.

ROAD 60.0 M. WIDE

ZONING LINE

O. L. P. LAND

50.0M GREEN BELT

WATER SUPPLY LINE
STORM WATER LINE
SEWER LINE
RISING T.
MAIN T.

MEASUREMENTS		MEASUREMENTS		MEASUREMENTS	
1 — 2	100.0 M.	20 — 21	15.14 M.	39 — 40	9.00 M.
2 — 3	26.80 M.	21 — 22	45.98 M.	40 — 41	9.00 M.
3 — 4	100.64 M.	22 — 23	15.00 M.	41 — 42	17.64 M.
4 — 5	158.44 M.	23 — 24	10.00 M.	42 — 43	9.00 M.
5 — 6	503.10 M.	24 — 25	15.08 M.	43 — 44	10.00 M.
6 — 7	30.13 M.	25 — 26	49.74 M.	44 — 45	9.00 M.
7 — 8	37.66 M.	26 — 27	15.00 M.	45 — 46	15.14 M.
8 — 9	15.07 M.	27 — 28	5.01 M.	46 — 47	9.07 M.
9 — 10	65.86 M.	28 — 29	25.45 M.	47 — 48	45.24 M.
10 — 11	17.66 M.	29 — 30	25.14 M.	48 — 49	15.14 M.
11 — 12	20.65 M.	30 — 31	10.05 M.	49 — 50	30.10 M.
12 — 13	10.07 M.	31 — 32	7.54 M.	50 — 51	84.17 M.
13 — 14	15.08 M.	32 — 33	35.10 M.	51 — 52	15.14 M.
14 — 15	70.08 M.	33 — 34	10.05 M.	52 — 53	25.08 M.
15 — 16	35.00 M.	34 — 35	15.08 M.	53 — 54	45.30 M.
16 — 17	100.19 M.	35 — 36	5.00 M.	54 — 1	15.14 M.
17 — 18	30.12 M.	36 — 37	15.07 M.	TOTAL LAND	
18 — 19	70.08 M.	37 — 38	7.54 M.	AREA =	19.0932 Ha.
19 — 20	21.98 M.	38 — 39	7.54 M.		

For M/S M.G.H.E. Enterprises Pvt. Ltd.
Director

O.K. GANJU
ARCHITECTS (Regd.)

OWNERS SIGN.

PROPOSED GROUP HOUSING AT N.H.8, NATHUPUR, GURGAON, HARYANA.

OWNERS:
M/S M.G.H.E. ENTERPRISES PVT. LTD.

LAY-OUT PLAN.

DATE:
DRG. NO. (L1)
SCALE 1:1000

O.K. GANJU & ASSOCIATES
ARCHITECTS TOWN - PLANNERS
INTERIOR DESIGNERS ENGINEERS
C-140 GREATER KAILASH - II
N E W D E L H I - 48

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HLF's

LAGOON

RESIDENTIAL APARTMENT COMPLEX
AT

AMBIENCE ISLAND

National Highway No.8, Gurgaon

APARTMENT BUYER'S AGREEMENT

BETWEEN

HLF ENTERPRISES PRIVATE LIMITED

AND

NAME .....

ADDRESS .....

.....

APARTMENT NO ..... LOCATED IN WING NO .....

ON FLOOR NO ..... IN BUILDING NO .....

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Please read carefully.....

IMPORTANT INSTRUCTIONS TO THE INTENDING ALLOTTEE(S)

Any one desiring to purchase an Apartment will be required to execute three (3) copies of the Apartment Buyers Agreement for each Apartment desired to be purchased. The Apartment Buyers Agreement sets forth in detail the terms and conditions of sale with respect to the Apartments and should be read carefully by each Intending Allottee. Signed apartment Buyers Agreement will not be accepted from an Intending Allottee for three consecutive business days following the Intending Allottee's receipt of the copies of the Apartment Buyers Agreement along with all its annexures as attached therewith. The Company expects that during the time given, i.e. three consecutive business days from the receipt of the copies of the Apartment Buyers Agreement, the Intending Allottee shall have read each and all clauses of the Agreement carefully, understood the legal implications thereof, understood his/her obligations and liabilities and the Company's obligations and limitations as set forth in the Apartment Buyers Agreement.

As the Apartment Buyers Agreement is a legal document, the Company advises the Intending Allottee to take advice of competent legal counsel/advocates to interpret the provisions of the Apartment Buyers Agreement. The Intending Allottee shall, thereafter, if he/she so decides to enter into the Apartment Buyers Agreement, execute and deliver to the company, within thirty (30) days from the date of dispatch by registered post of Apartment Buyers Agreement by the company, all three (3) copies of the Apartment Buyers Agreement together with Annexures, Draft Tripartite Maintenance Agreement, three (3) copies of the statement in Form 37 I as prescribed by the Income-tax Act, 1961 (applicable in cases where the price of apartment exceeds Rs.20 lacs only) together with amounts due and payable as set forth in the schedule of payments. If the Intending Allottee(s) fails to execute and deliver to the Company the Apartment Buyers Agreement in its original form duly signed within thirty (30) days from the date of dispatch by registered post of Apartment Buyers Agreement by the company, then the application of the Intending Allottee shall be treated as cancelled and the earnest money paid by the Intending Allottee shall stand forfeited without any notice or reminders and the Intending Allottee(s) shall be left with no right, title or interest in any form or manner in the Apartment provisionally offered to the Intending Allottee.

The Apartment Buyers Agreement will not be binding on the Company until executed by the Company through its authorized signatory. The Company will have the option to either accept or reject the signed Apartment Buyers Agreement within Thirty (30) days after receiving the same from the Intending Allottee. If the Company decides to accept the Apartment Buyers Agreement, then a signed copy of the Apartment Buyers Agreement will be returned to the Intending Allottee for his/her reference and record and two copies (including original) shall be retained by the Company. If the Apartment Buyers Agreement is not executed by the Company and a copy is not dispatched by registered post to the Intending Allottee within thirty days from the date of its receipt by the Company from the Intending Allottee then the application and the Apartment Buyers Agreement shall be deemed to have been rejected by the Company and all sums deposited by the Intending Allottee in connection therewith shall be refunded without any interest or compensation whatsoever and the Intending Allottee(s) shall be left with no right, title or interest in any form or manner in the Apartment provisionally offered to the Intending Allottee.

The Company reserves right to request thorough identification, financial and other information as it may so desire concerning any Intending Allottee. The Company shall reject and refuse to execute any Apartment Buyers Agreement wherein the Intending Allottee has made any corrections/cancellations/alterations/modifications. The Company reserves the right to reject any Apartment Buyers Agreement executed by any Intending Allottee without any cause or explanation or without assigning any reasons thereof and to refuse to execute the Apartment Buyers Agreement or Apartments Buyers Agreements as the case may be for one or more Apartments, to any person or entity and the decision of the Company shall be final and unchallengeable.

I/We confirm that I/We have read and understood the above instructions and each and all clauses of the Apartment Buyers Agreement, its annexures etc. and I/We now execute the Apartment Buyers Agreement being fully conscious of my/our rights and obligations and limitation of the company and undertake to faithfully abide by all the terms and conditions of the Apartment Buyers Agreement.

X_____

(Intending Allottee(s))

INSTRUCTION FOR EXECUTION OF THE APARTMENT BUYERS AGREEMENT

1) Kindly sign along with joint Apartment Allottees, if any, on the places marked (X) in the Agreement including all annexures.
2) Three copies of statement in form 37-I should be signed by Apartment Allottees whose apartment price exceeds Rs.20 lakhs Others may ignore this statement.
3) Kindly paste at all the place provided, colour photographs including of joint Apartment Allottees and sign across the photographs.
4) All the three signed copies of the Apartment Buyers Agreement with all the annexures in its original form shall be retuned to the Company by registered post (AD)/hand delivery only within the time stipulated.
5) Kindly sign next to the tentative typical apartment plan in Annexure VI as applied by you.

"TRUE COPY"

COPY

LAGOON RESIDENTIAL APARTMENT COMPLEX

APARTMENT BUYER'S AGREEMENT

AGREEMENT made at New Delhi on this _____ day of _____ Two Thousand between

X HLF ENTERPRISE PRIVATE LIMITED, a Company registered under the Companies Act, 1956 having its Registered Office at L-4, Green Park Extension, New Delhi-110016 (hereinafter referred to as 'the company which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) through its duly Authorised Signatory Mr._____

_____S/o Mr. _____ R/o _____

_____of the One Part.

AND

X 1. Mr./Ms._____

Son/Daughter/Wife of Mr._____

Resident of _____owner of _____share

X *2. Mr./Ms._____

Son/Daughter/Wife of Mr._____

Resident of_____owner of _____share

(* to be filled up in case of Joint Purchasers)

(hereinafter singly/jointly, as the case may be, referred to at 'the Apartment Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, successors and assigns) of the Other Part.

X ** M/S _____ a partnership firm duly registered under the Indian Partnership Act, through its partner authorized by resolution dated _____ Mr./Ms._____ (hereinafter referred to as 'the Apartment Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors and assigns) of the Other Part (copy of the resolution signed by all Partners required).

"TRUE COPY"

X **M/s _____ a Company registered under the Companies Act, 1956, having its registered office at _____ through its duly authorized Director Mr./Ms. _____ authorized by Board resolution dated _____ (hereinafter referred to as 'the Apartment Allottee' which expression Shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the Other Part (copy of Board Resolution along with a certified copy of Memorandum of Articles required).

(** Delete whichever is not applicable

Company's Representations

A. WHEREAS the Company and its Associate/Subsidiary Companies including but not limited to Sara Estates Pvt. Ltd., RSG Housing & Finance Pvt. Ltd., Alankar Apartments Pvt. Ltd., Prime Commercial Pvt. Ltd., Senetor Developers Pvt. Ltd., Greenline Developers Pvt. Ltd., Ambiance Hotels & Resorts Ltd. presently own individual respective land in the revenue estate of Village Nathupur, Tehsil & District Gurgaon with an object to develop an integrated township thereon namely **'Ambience Island'** subject to issuance of requisite approvals and sanctions by the Director, Town & Country Planning, Haryana, Chandigarh and/or any other Govt. agency/department for the same in future. The Company M/s HLF Enterprises Pvt. Ltd. at present holds licence only to develop a Group Housing Complex on a plot of land admeasuring 18.98 acres and hotel, recreational and cultural complex on a plot of land admeasuring 4 acres, issued by Director, Town & Country Planning, Government of Haryana, Chandigarh, Haryana. The Company intends/plans to develop Lagoon Residential Apartments Complex on 10.98 acres of land out of total licenced land of 18.98 acres in Phase-I building plans of which have already been sanctioned/approved by the Competent Authority at the office of the Director, Town & Country Planning, Haryana, Chandigarh. However, the aforesaid declaration of intention to develop the integrated Township should not be taken as representation/inducement on behalf of the company and/or its associate/subsidiary/Group companies to buy an apartment in present Lagoon Residential Apartment Complex and should be an independent and unrelated decision of the prospective buyer/s of apartment/s therein.

B. AND WHEREAS the Company pursuant to its arrangement(s) with its Associate/Subsidiary Companies plans to develop the aforesaid Group Housing Site by constructing thereon multi-storeyed building(s) to be named as Lagoon Residential Apartment complex on 10.98 acres of land out of the licence land of 18.98 acres of land (hereinafter referred to as the "said Complex") in accordance with the building plans already approved by Director, Town & Country Planning, Government of Haryana, Chandigarh, Haryana for the said 10.98 acres of land.

C. AND WHEREAS the Company has represented and the Apartment Allottee has specifically noted that the performance by the Company of its obligation under this Agreement is contingent upon the approval of layout plan of Ambience Island Colony as an integrated township and issuance of licence by Director, Town & Country Planning, Haryana, Chandigarh, and any subsequent amendments/modifications in the approval of building plans of Lagoon Complex and/or layout plan of Ambience Island as may be made by the Company and approved by the Director, Town & Country Planning, Haryana, Chandigarh, from time to time.

D. AND WHEREAS the Company has represented to the Apartment Allottee that the building plans for the Complex/building(s) have already been approved but the layout plan of the Ambience Island is not approved as the licence for the same is yet to be issued by the Director, Town & Country Planning, Government of Haryana, Chandigarh, Haryana on the date of application of Apartment Allottee. In case building plans of Lagoon Complex are altered and/or layout plan of Ambience Island may not be approved on the date of execution of this Agreement by the Director, Town & Country Planning, Haryana, Chandigarh, the Apartment Allottee has specifically noted the same and has confirmed that he/she is entering into this Agreement with the full knowledge that the building plans of Lagoon may be amended and/or layout plan of Ambience Island may not be approved at all either on the date of execution of this Agreement or afterwards.

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E. AND WHEREAS the Company is competent to enter into this Agreement.

Apartment Allottee's Representations

F. AND WHEREAS the Apartment Allottee has applied to the Company vide application dated_____ agreeing to the terms and conditions as set out in the application for the allotment of Apartment No. _____ located in Wing _____ on _____ Floor in Building No. _____(hereinafter referred to as "the Said Building") having an approximate super area (super area is specifically defined in Annexure II) of approx. _____ sq. mtrs. (_____ sq. ft. approximately) which includes the area of Apartment and proportionate area of common areas and services as defined in Annexure II (hereinafter referred to as "the said Apartment" and as more specifically defined in Annexure II) and for allotment of an open/covered Parking Space _____.

G. AND WHEREAS the Apartment Allottee has demanded from the Company and the Company has allowed the Apartment Allottee inspection of the said Site, approved and actual building plans, ownership record of the said Site and other documents relating to the title, competency and all other relevant details and the Apartment Allottee has confirmed that he/she is fully satisfied in all respects with regard to the right, title and competency of the company to enter into this Agreement.

H. AND WHEREAS the Apartment Allottee acknowledges that the Company has readily provided all information, clarifications as required by him/her but that he/she has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Building or the Apartment or the size or dimensions of the Apartment or the rooms therein or any other physical characteristics thereof, the services to be provided to the Apartment Allottees, the estimated facilities available to the Apartment Allottees or any other data except as specifically represented in this Agreement and that the Apartment Allottee has relied solely on his/her own judgement and investigation in deciding to enter into this Agreement and to purchase the said Apartment. No oral or written representations or statements shall be considered to be part of this Agreement and that this Agreement is self contained and complete in itself in all respects.

I. AND WHEREAS the Apartment Allottee confirms that he/she has authorised the Company to treat this Apartment Buyers Agreement executed by him/her as cancelled in the event approval/sanctions to the building plans is withdrawn by the Director, Town & Country Planning, Haryana, Chandigarh for any reason or if the Company may not be in a position to implement the approved Building plans for any reason beyond its control or if the Company abandons the project and the Apartment Allottee confirms that he/she has given irrevocable authority to the Company to refund by registered post upon such cancellation but subject to he/she not being in default under this Agreement, all amounts received from him/her together with simple interest thereon @ 9% calculated for the period for which such monies have been lying with the Company and that upon such refund by registered post, he/she shall not have any further rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.

J. AND WHEREAS the Apartment Allottee has confirmed to the Company that he/she is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said Colony in general and the said Complex in particular and the terms and conditions contained in this Agreement and that he/she has clearly understood his/her rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

AND WHEREAS the Company, relying on the confirmations, representations and assurances of the Apartment Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, has accepted his/her application to allot a residential Apartment and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

Price payable for the said Apartment and details of items included in the price and items not included in the price.

1.1 The Company hereby agrees to sell and the Apartment Allottee hereby agrees to purchase the said Apartment detailed below having a super area of approximately _____ sq. mtrs (_____ sq. ft.) (the definition of super area is given in Annexure II) which includes the area of Apartment and proportionate area of common areas and services (the definition of Apartment area is given in AnnexureII) along with undivided proportionate share in the land underneath the said Building only in which the said Apartment is located calculated in the ratio which the super area of the said Apartment bears to the total super area of all the Apartments within the said Building; and the exclusive use of the reserved open/covered parking space in accordance with the terms and conditions set out in this Agreement as mutually agreed by and between the parties.

Building No./ Wing	Apartment No. (Floor No.)	Super Area (Approx.) Sq. Mtrs/Sq.ft.	Rate (Rs. per Sq.Mtr./Sq. ft.
_____	_____	_____	_____
_____	_____	_____	_____

Parking :1) Open/ Covered_____Price Payable Rs._____

1.2 It is made clear and the Apartment Allottee agrees that the sale price of the said Apartment shall be calculated on the basis of its super area (as per the definition of super area given in Annexure II) and that the super area stated in this Agreement is tentative and subject to change till the construction of the said Building is complete. The final super area of the said Apartment shall be confirmed by the Company only after the construction of the said Building is complete and occupation certificate is granted by the competent authority (ies). The total price payable for the said Apartment shall be recalculated upon confirmation by the Company of the final super area of the said Apartment and any increase or reduction in the super area of the said Apartment shall be payable or refundable, without any interest, at the same rate per square meter as agreed in Clause (1.1) of this Agreement. If there shall be an increase in super area, the Apartment Allottee agrees and undertakes to pay for the increase in super area immediately on demand by the Company and if there shall be a reduction in the super area, then the refundable amount due to the Apartment Allottee shall be adjusted by the Company from the final installment as set forth in the schedule of payments in Annexure III.

The definition of super area, Apartment area, the tentative percentage of Apartment area to super area as on the date of execution of this Agreement (the percentage of apartment area to super area shall be subject to change till the construction of the said Building is complete) are clearly described by the Company in Annexure II which forms part of this Agreement and is hereby accepted by Apartment Allottee. The Apartment Allottee confirms that he/she has read and understood and agrees to this definition and that he/she has no objection to the same and the Apartment Allottee has assured the Company that after having agreed to the definition of super area given in Annexure II as the basis for the purchase and payment of price of the said Apartment, he/she shall not raise any dispute or make any claims etc. at a later date in this regard.

1.3 It is further clarified to the Apartment Allottee that the Company has calculated the total price payable for the said Apartment on the basis of its super area (as specifically defined in Annexure II) which comprises of the apartment area and pro rata share of the common areas and facilities within the said Building only. The Company makes it abundantly clear to the Apartment Allottee that he/she shall be entitled to the ownership rights and rights of usage only as per details given below.

i) The Apartment Allottee shall have ownership of the said Apartment consisting of the apartment area only.

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The definition of apartment area is given in Annexure II. The apartment area is included in the computation of super area (super area is defined in Annexure II).

ii) The Apartment Allottee shall also have undivided proportionate share in the common areas and facilities, as listed in Annexure IV, Part-A, within the said Building only. As the share of the Apartment Allottee is undivided and cannot be separated, this would require him/her to use such common areas and facilities within the said Building harmoniously along with other occupants and maintenance staff etc. in the said Building and without causing any inconvenience or hindrance to them. Further the use of such common areas and facilities within the said Building shall always be subject to the timely payment of maintenance charges. The undivided proportionate share of the Apartment Allottee in such common areas and facilities within the said Building shall be calculated in the ration of super area of his/her apartment to the super area of all the apartments within the said Building only. Such undivided proportionate share of common areas and facilities as listed in Annexure IV, Part-A only and none other is included in the computation of super area.

iii) In addition to above, though not forming a part of computation of super area for which price is charged, the Apartment Allottee shall have the ownership of undivided proportionate share in the land underneath the said Building only (i.e. the land which is the foot print of the Building in which the said Apartment is situated). The undivided proportionate share of land underneath the said Building shall be calculated in the ration of super area of the said Apartment to the total super area of all the apartments within the said Building only. It is made abundantly clear and agreed by the Apartment Allottee that no other land(s) [other than what is stated in clause 1.3(v)] is/are forming part of this Agreement and the Apartment Allottee shall have no right, or no title or no interest of any kind whatsoever on any land(s) other than what is stated herein and clause 1.3(v) below.

iv) In addition to the above, though not forming a part of the computation of super area, the Apartment Allottee shall also be entitled, without any ownership rights, only to exclusively use the reserved open/covered parking space specifically allotted to him for parking his/her vehicle in terms of Clause (1.9) below, as listed in Annexure IV, Part-D.

v) In addition to above though not forming a part of the computation of super area for which price is charged, the Apartment Allottee shall also be entitled to use the general common areas and facilities within the said Complex precisely as listed in Annexure IV, Part B, which may be within or outside the foot print of the said Building earmarked for common use of all the occupants of all the buildings to be constructed on the said Site. However, such general/common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved open/covered parking space individually allotted to the respective occupants for use.

1.4 All other land(s), areas, facilities and amenities including the following are specifically excluded from the scope of this Agreement and the Apartment Allottee shall not be entitled to any ownership rights, rights of usage, title or interest etc. in any form or manner whatsoever in such land(s) and amenities. Such lands, areas, facilities and

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amenities have not been included in the computation of super area for calculating the sale price and, therefore,the Apartment Allottee has not paid any money for use or ownership of such lands, areas, facilities and amenities. The Apartment Allottee agrees that the ownership of such lands, areas, facilities and amenities shall vest solely with the Company and their usage and manner/method of use shall be at the sole discretion of the Company.

i) All land(s) [other than land(s), common areas and facilities earmarked for common use as explained in Clause 1.3(v)] falling outside the foot print of the said Building in which the said Apartment is located as listed in Annexure IV, Part C including but not limited to schools, shops, dwelling units/flats set apart for Economically Weaker Sections of Society (for short 'EWS') or any other facility or amenity as may be provided by the Company at its sole discretion or provided in accordance with the directions of any competent authority(ies) including but not limited to shops, facilities, amenities etc. even if provided in the said Building/ Building Complex are specifically excluded from the scope of this Agreement and the Apartment Allottee shall have no ownership rights, no right to usage, no title, no interest or no claims whatsoever in such land(s), areas, facilities and amenities within the said Site. The Apartment Allottee hereby gives an irrevocable undertaking to the company that he/she shall never claim any rights, title nor any interest in these land(s), areas, facilities and amenities, as listed in Annexure IV, Part-C, as they are specifically excluded from the scope of this Agreement and are not included in the computation of super area and that the Apartment Allottee agrees that he/she shall not, at a later date, after execution of this Agreement, raise any claim or make any dispute in respect of such land(s), areas, facilities and amenities. The Company as the owner of such lands, areas, facilities and amenities shall have sole right and absolute authority to deal in any manner including but not limited to creation of rights in favour of any other party by way of sale, transfer, lease, right of usage or any other mode which the company may deem fit in its sole discretion.

ii) All land(s) [other than land(s) earmarked in the lay out plan of "Ambience Island" for the use of general public as public roads and public parks only.] falling within or outside the periphery/boundary of the said Site are outside the scope of this Agreement and the Apartment Allottee shall have no ownership right, no rights of use, no title or no interest of any kind or manner whatsoever in such lands falling within or outside the periphery/boundary of the said Site. The Company as the owner of some of these lands, areas, facilities and amenities shall have the sole right and the absolute authority to deal in any manner including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, right of usage or any other mode which the company may deem fit in its sole discretion

1.5 It is made clear by the Company and the Apartment Allottee agrees that the common areas and facilities within the said Building only, as listed Annexure IV, Part A are for common use of all the occupants of the said Building and that the commonly used areas and facilities within the said Complex which are outside the foot print of the said Building(s) excluding reserved parking areas listed in Annexure IV, Part B, are for common use of occupants of all the buildings to be constructed on the said Site/Complex. However, it is specifically made clear to the Apartment Allottee that his/her right to use such common areas and facilities within the said Building as listed in Annexure IV, Part A, commonly used areas and facilities as listed in Annexure IV Part B, outside the foot print of the said Building excluding reserved parking areas for exclusive use within the said Complex shall be limited to the areas within the said Complex as may be included in the Declaration which may be filed by the Company at its sole discretion in terms of the Haryana Apartment Ownership Act, 1983 or any other amendment(s) or statutory modification(s) thereof or under the provisions of any other applicable law(s) and such Declaration shall be binding upon the Apartment Allottee. The Apartment Allottee has assured the company to faithfully abide by such declaration. The common areas and facilities within the said Building, as listed in Annexure IV Part A, and the commonly use areas and facilities within the said Complex as listed in Annexure IV part B, shall be available for use by the Apartment Allotttee subject to the timely payment of maintenance charges and the Apartment Allottee agrees that in the event of failure to pay maintenance charges on or before due date, he/she shall not have the right to use such common areas and facilities and such commonly used areas and facilities

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1.6 It is specifically made clear by the Company and understood by the Apartment Allottee that any common areas and facilities not included in Annexure IV Part-A, and Annexure IV Part-B and as clearly listed in Annexure IV Part-C, including but not limited to schools, shops, flats/dwelling units set apart for Economically Weaker Section of the society or any other facility or amenity as may be provided by the Company at its sole discretion or provided in accordance with the direction of any competent authority(ies) and including but not limited to shops, facilities, amenities if provided at the Company's sole discretion in the stilts, other areas of the said Building, are specifically excluded from the scope of this Agreement and, therefore, shall not form a part of the declaration to be filed in terms of Haryana Apartment Ownership Act, 1983 or any other amendment(s) thereof or under the provisions of any other applicable law(s).

1.7 The company shall always be solely entitled to allow passage, approach or use of roads, developed in said site and/or colony to its associates/sister/groups company(ies)/concerns/third party(ies) free of charge without anyobjection of whatsoever nature of the company or Apartment Allottee or anybody claiming through them and the Apartment Allottee hereby gives his/her/their express consent to the company to allow or give permission for use of all the passages, roads, approaches etc. to associates/sister/groups company(ies)/concerns/third party(ies)/person.

1.8 It is made clear and agreed by Apartment Allottee that the payment of External Development Charges shall always be solely to the account of Apartment Allottee to be borne and paid by all the Apartment Allottees in proportion to the super area of their respective apartments to the total super area of all the Apartments in all the buildings in the said Complex. External Development charges as levied by the Government of Haryana on the date of issue of licences pertaining to the said Site are Rs. Twenty seven lakhs fifty thousand only (Rs.27.50 lakhs only) per gross acre and pro rata share of External Development Charges applicable to the said Apartment is already taken into account by the Company while determining the total price payable by the Apartment Allottee for the Apartment. The Apartment Allottee undertakes to additionally pay to the Company, on demand, any increase (i.e. over and above Rs. Twenty seven lakhs fifty thousand only (Rs. 27.50 lakhs only) per gross acre) in the external development charges levied, by whatever name called or in whatever form and with all such conditions imposed, by the Haryana Government and/or any competent authority(ies); and such increase in External Development Charges shall be borne and paid by the Apartment Allottee in proportion to the super area of his/her Apartment to the total super area of all the Apartments in all the buildings in the said Complex as determined by the Company. If such charges are increased (including with retrospective effect) after the sale deed has been executed then such charges shall be treated as unpaid sale price of the said Apartment and the Company shall have the first charge on the said Apartment for recovery of such charges from Apartment Allottee.

1.9 The Apartment Allottee agrees that the reserved open/covered parking space allotted to him/her for exclusive use shall be understood to be together with the Apartment and the same shall not have independent legal entity detached from the said Apartment. The Apartment Allottee undertakes not to sell/transfer/deal with the reserved parking space independent of the said Apartment. The Apartment Allottee undertakes to park his/her vehicle in the parking space allotted to him/her and not anywhere else in the said Complex. It is specifically made clear and the Apartment Allottee agrees that the basement reserved for services, maintenance staff etc. shall not be used for parking his/her vehicles. The Apartment Allottee agrees that all such reserved car parking spaces allotted to the occupants of the building(s)/said Complex shall not form part of common areas and facilities of the said Apartment/any building constructed on the said Site for the purpose of the declaration to be filed by the Company under Haryana Apartment Ownership Act, 1983. The Apartment Allottee agrees and confirms that the reserved parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, repossession etc. of the said Apartment under any of the provisions of this Agreement. A tentative parking plan is given in Annexure-VI.

1.9A The total price of the said Apartment mentioned in the schedule of payments in Annexure III of this Agreement is inclusive of the cost of providing electric wiring and switches in each Apartment and fire fighting equipment in the common areas within the said Building/said Complex as prescribed in the existing fire fighting code/regulations under National Building Code 1983, amendment No. 3 of January, 1997. If, however, due to any subsequent legislation/Govt. order, directives, guidelines or change/amendments in Fire Codes including the National Building

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Code or if deemed necessary by the Company at its sole discretion, additional fire safety measures are undertaken, then the Apartment Allottee undertakes to pay within thirty (30) days from the date of written demand by the Company the additional expenditure incurred thereon along with other Apartment Allottees in proportion to the super area of his/her Apartment to the total super area of all the Apartments in the said Building/said Complex as determined by the Company. Power back-up shall be provided (subject to timely payment of maintenance charges) from standby generators not exceeding 8 Kws load per two bedrooms Apartment and not exceeding 11 Kws load per other Apartment in addition to normal power back up for the common areas and common services within the said Building. It is clearly understood, agreed and accepted by the Apartment Allottee that the total price of the said Apartment does not include the proportionate cost of pipes, installation, equipments meter and instruments for supply of cooking gas in the kitchen, cost of electric and water meter, telephone instrument, and security deposits etc. to be charged by the respective service providing agencies and proportionate cost shall be paid directly to the respective service providing agency or to the company by the Apartment Allottee on demand. It is also clarified that the provision of cooking gas supply is subject to availability of requisite permission and supply of cooking gas from the GAIL and/or other Govt. Authorities/agencies and in case of non-availability of gas and/or non-issuance of permission by the GAIL or other Govt. authorities/agency, then the company will not be liable/responsible to provide the pipe gas supply in the kitchen and no credit/refund of whatsoever nature shall be given/allowed to the Apartment Allottee as it is not included in the cost of apartment as mention in Annexure III to this agreement. The company shall also not be liable/responsible for any breach of terms of agreement/contract due to its failure to provide the pipe gas supply.

2. **Payment for taxes, wealth-tax, cesses by Apartment Allottee**

That the Apartment Allottee agrees to pay directly or if paid by the Company then reimburse to the Company on demand Govt. rates, taxes or cesses, Wealth Tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the said Site and/or building(s) constructed on the said Site or the said Apartment, as the case may be, as assessable/applicable from the date of application of the Apartment Allottee and the same shall be borne and paid by the Apartment Allottee in proportion to the Super Area of the said Apartment to the super area of all the Apartments in the said Building/said Complex. Further the Apartment Allottee shall be liable to pay from the date of his/her application house-tax/property-tax, fire fighting tax or any other Fee or Cess as and when levied by a Local Body or Authority and so long as the said Apartment of the Apartment Allottee is not separately assessed to such Taxes, Fee or Cess, the same shall be paid by the Apartment Allottee in proportion to the super area of the said Apartment to the total super area of all the Apartments in the said Building/said Complex. These taxes, fees, cesses etc. shall be paid by the Apartment Allottee irrespective of the fact whether the maintenance is carried out by the Company or its Nominee or any other Body or Association of all or some of the Apartment Allottee.

3. **Amount paid by Apartment Allottee with Application**

That the Apartment Allottee has paid a sum of Rs._____/- (Rupees_____ _____ Only) towards price of the said Apartment at the time of application the receipt of which the Company doth hereby acknowledge and the Apartment Allottee shall and doth hereby agree to pay the remaining price of the Apartment and all other charges as described in Schedule of Payment (Annexure-III) attached with this Agreement within the time and in the manner specified herein.

4. **Earnest Money**

The Apartment Allottee has entered into this Agreement on the condition that out of the amount(s) paid/payable by him/her for the said Apartment and the reserved parking space allotted to him/her, the Company shall treat 15% of basic sale price of the Apartment as earnest money to ensure fulfillment, by the Apartment Allottee of the terms and conditions as contained in the application and this Agreement.

The Apartment Allottee hereby authorizes the Company to forfeit out of the amounts paid/payable by him/her, the earnest money as aforementioned together with the processing fee, any interest paid, due or payable, any other amount of a non-refundable nature in the event of the failure of the Apartment Allottee to perform his/her obligations or fulfils all the terms and conditions set out in the application and/or the Agreement executed by the Apartment Allottee including but not limited to the occurrence of any event of default as described in

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Clause (12) of this Agreement or in the event of failure of the Apartment Allottee to sign and return this Agreement in its original form to the Company within thirty (30) days from the date of its dispatch by the Company.

The Apartment Allottee agrees that the conditions for forfeiture of earnest money shall remain valid and effective till the execution and registration of the conveyance deed for the said Apartment and that the Apartment Allottee hereby authorizes the Company to effect such forfeiture without any notice to the Apartment Allottee and the Apartment Allottee has agreed to this condition to indicate his/her commitment to faithfully fulfill all the terms and conditions contained in his/her application and this Agreement.

5. Mode of Payment

That the Apartment Allottee shall make all payments in time without any reminders from the Company through A/c payee Cheque(s)/Demand Draft(s) in favour of M/s HLF Enterprises Private Limited payable at New Delhi/ Delhi.

6. Compliance of Laws relating to remittances

The Apartment Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Maintenance Act, 1999, Reserve Bank of India Act and Rules made thereunder, and all other applicable laws including that of remittance of payment, acquisition/sale/transfer or immovable properties in India etc. Whenever there is any change in the residential status of the Apartment Allottee subsequent to the signing of this Agreement the Apartment Allottee agrees to intimate the same in writing to the Company immediately.

7. Adjustment/Appropriation of Payments

The Apartment Allottee authorizes the Company to adjust/appropriate all the payments made by him/her under any head(s) of dues against outstanding, if any, in his/her name as the company may in its sole discretion deems fit and the Apartment Allottee undertakes not to object or direct the Company to adjust his payments in any manner otherwise than as decided by the Company in its sole discretion.

8. Time is the Essence

Time is the essence with respect to the Apartment Allottee's obligations to pay the price of the said Apartment in accordance with the schedule of payments as given in Annexure III alongwith other payments such as applicable stamp duty, registration fee, interest bearing maintenance security and other charges stipulated under this Agreement to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all the other obligations of the Apartment Allottee under this Agreement. It is clearly agreed and understood by the Apartment Allottee that it shall not be obligatory on the part of the Company to send demand notices/ reminders regarding the payments to be made by the Apartment Allottee as per Schedule of Payments (Annexure-III) or obligations to be performed by Apartment Allottee. However, in case of any default/delay in the payments by the Apartment Allottee, the Company may, at its sole discretion, without prejudice to its rights as set out in Clauses (4) and (12) of this Agreement, waive the breach by the Apartment Allottee in not making payments as per the schedule of payments given in Annexure III but on the condition that the Apartment Allottee shall pay to the Company interest which shall be charged for the first ninety (90) days after the due date @ 18% per annum with quarterly rest and for all periods of delay exceeding first ninety (90) days after the due date in addition penal interest @ 3% per annum (total interest 21% per annum with quarterly rest only). It is made clear and so agreed by the Apartment Allottee that exercise of discretion in the case of one Apartment Allottee shall not be construed to be a precedent and/or binding on the company to exercise such discretion in the case of the Apartment Allottee.

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9.1 Construction of the said Building/said Apartment/said Complex

The Apartment Allottee has seen and accepted the payment plan, (as given in Annexure III) tentative typical Apartment plans/typical floor plan/site plan/parking plan (as given in Annexure VI) tentative specifications (as given in Annexure V) of this Agreement and which are subject to change at the sole discretion of the Company and the Apartment Allottee has accepted and consented to this condition. The construction of the said Building/said Complex and the said Apartment including the materials, equipments and fixtures to be installed therein shall be substantially in accordance with the specifications as given in Annexure V subject to the right of the Company to amend the specifications in order to substitute materials and equipment or fixtures of similar quality or subject to any direction from competent authority or due to force majure condition or reasons beyond control of the Company and the Apartment Allottee agrees to this condition. The Apartment Allottee further authorizes the Company on his/her behalf to carry out such addition, alterations, deletions and modifications in the building plans, floor plans, Apartment plan etc. including the number of Apartments/floors as the company may consider necessary or as directed by any competent authority sanctioning the building plans or at any time thereafter till the grant of an occupation certificate. The issuance of the occupation certificate for the building/complex shall be the conclusive evidence that the building/ complex and the said Apartment have been fully completed in accordance with the plans and specifications as annexed to this Agreement and the Apartment Allottee agrees that upon issue of occupation certificate he/she shall have no claim against the Company in respect of any item of work in the said Apartment which may be alleged not to have been carried out or completed or in respect of any design, specifications, building materials used or for any other reason whatsoever. A copy of the tentative typical Apartment plans, typical floor plan, parking plan is attached to this Agreement in Annexure VI.

9.2 Major Alteration/Modification

In case of any major alteration/modification resulting in excess of ± 5% change in the super area of the Apartment or material/substantial charge in the specifications of the materials to be used in the Building/Apatment in the sole opinion of the Company any time prior to and upon the grant of occupation certificate, the Company shall intimate the Apartment Allottee in writing the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him/her and the Apartment Allottee agrees to deliver to the Company in writing his/her consent or objections to the changes within thirty (30) days from the date of dispatch by the company of such notice failing which the Apartment Allottee shall be deemed to have given his/her full consent to all such alterations/modifications and for payments, if any to be paid in consequence thereof. If the written notice of Apartment Allottee is received by the Company within thirty (30) days of intimation in writing by the Company indicating his/her non-consent/ objections to such alterations/modifications as intimated by the Company to the Apartment Allottee then in such case alone this Agreement shall be cancelled without further notice and the Company shall refund the entire money received from the Apartment Allottee without any interest in case alterations/modifications are made to comply with any statutory requirement and with interest @ 9% per annum in case alterations/modifications are made otherwise by the company and upon such refund by registered post the Company shall stand released and discharged from all its obligations and liabilities under this Agreement and the Apartment Allottee agrees and authorizes the Company to resell or deal with the said Apartment and the parking space thereafter in any manner whatsoever at the Company's sole discretion. The Intending Allottee agrees that any increase or reduction in super area of the apartment shall be payable or refundable (without any interest) at the rate per sq. ft. as mentioned in the application form and this agreement.

10.1 Schedule for Possession of the said Apartment

The Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/said Apartment within a period of Two and Three years from the date of execution of this Agreement with respect to 1½ and 2½ years payment plan respectively unless there shall be delay or there shall

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be failure due to reasons mentioned in Clauses 11.1, 11.2, 11.3 and 39 or due to failure of Apartment Allottee(s) to pay in time the price of the said Apartment along with other charges and dues in accordance with the schedule of payments given in Annexure III or as per the demands raised by the Company from time to time or any failure on the part of the Apartment Allottee(s) to abide by all or any of the terms or conditions of this Agreement.

10.2 Procedure for taking possession

The Company, upon obtaining certificate for occupation from the competent authority(ies) shall offer in writing to the Apartment Allottee to take over, occupy and use the said Apartment in terms of this Agreement within thirty (30)days from the date of issue of such notice and the Company shall hand over the said Apartment to the Apartment Allottee for his/her occupation and use subject to Apartment Allottee having complied with all the terms and conditions of this Agreement and is not in default under any of the provisions of this Agreement and has complied with all provisions, formalities, documentation etc., as prescribed by the Company in this regard.

10.3 Failure of Apartment Allottee to take Possession

Upon receiving an intimation in writing from the Company in terms of Clause (10.2), above, the Apartment Allottee shall within the time stipulated by the Company in the notice, take over the said Apartment from the Company by executing necessary indemnities, undertaking, Tripartite Maintenance Agreement and such other documentation as the Company may prescribed and the Company shall after satisfactory execution of such documents and payment by Apartment Allottee of all the dues under this Agreement permit the Apartment Allottee to occupy and use the said Apartment. If the Apartment Allottee fails to take over the Apartment as aforesaid within the time prescribed by the Company in its notice, then the said Apartment shall lie at the risk and cost of the Apartment Allottee and the company shall have no liability or concern thereof. Further it is agreed by the Apartment Allottee that in the event of his/her failure to take over the said Apartment in the manner as aforesaid, then the company shall have the option to cancel this Agreement and avail the remedies as stipulated in Clause (12) of this Agreement or the Company may, without prejudice to its rights under any of the clauses of the Agreement and at its sole discretion, decide to condone the delay by the Apartment Allottee in taking over the said Apartment in the manner as stated in this clause on the condition that the Apartment Allottee shall pay to the Company holding charges @ Rs.5/- (Rupees five only) per sq. ft. of the super area of the said Apartment per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Apartment till the holding charges with application, over due interest as prescribed in this agreement, if any, are fully paid. It is made clear and the Apartment Allottee agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to (and in addition to) maintenance or any other charges as provided in this Agreement. Further the Apartment Allottee agrees that in the event of his/her failure to take over the said Apartment within the time stipulated by the Company in its notice, he/she shall have no right or any claim in respect of any item of work in the said Apartment which he/she may allege not to have been carried out or completed or in respect of any design specifications, building materials, use or any other reason whatsoever and that he/she shall be deemed to have been fully satisfied in all matters concerning construction work related to the said Apartment/said Building/said Complex

11.1 Delay due to reasons beyond the control of the Company

If, however, the completion of the said Building/said Complex is delayed by reason of non-availability of steel and/ or cement and other building materials, or water supply or electric power or slow down, strike or due to dispute with the construction agency(ies) employed by the Company, lock-out or civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or if non-delivery of possession is as a result of any Act, Notice, Order, Rule or Notification of the Government and/or any other Public or Competent Authority or due to delay in grant of completion/occupation certificate by any Competent Authority or for any other reasons beyond the control of the Company then the Apartment Allottee agrees that the Company shall be entitled to the extension

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of time for delivery of possession of the said Apartment. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the Company so warrant, the Company may suspend the Scheme for such period as it may consider expedient and the Apartment Allottee agrees not to claim compensation of any nature whatsoever (including the compensation stipulated in Clause (11.5) of this Agreement for the period of suspension of the Scheme.

11.2. Failure to deliver possession due to non-renewal of approved Building Plans of Lagoon/non-approval of layout plan of "Ambience Island" Complex.

The Apartment Allottee has applied for the allotment of the said Apartment with the specific knowledge that the building plans for the said Complex/said Building approved by the competent authority(ies) are initially valid for five years from the date of sanction i.e. 06.05.1996. The Apartment Allottee confirms that he/she has authorized the Company to treat this Apartment Buyers Agreement executed by him/her as cancelled in the event the approved building plans are not renewed or the layout plan of the "Ambience Island" are not approved by Director, Town & Country Planning, Haryana, Chandigarh within twelve (12) months from the due date of renewal of building plans or if after the building plan is renewed the Company is not in a position to implement the said Building plans for any reason within a period of one year from the date of renewal or if the Company abandons the project and the Apartment Allottee confirms that he/she has given irrevocable authority to the Company that upon such cancellation/ abandonment and subject to Apartment Allottee not being in default under the Agreement, to refund by registered post all amounts received from him/her together with simple interest thereon @ 9% p.a. calculated for the period for which such monies have been lying with the company and upon such refund by registered post, he/she shall not have any further right, claim etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.

11.3 Failure to deliver possession due to Government Rules, Orders Notifications etc.

That if as a result of any law that may be passed by any legislature or Rule, Regulation or Order or notification that may be made and/or issued by the Government or any other Authority including a Municipal Authority, the company is unable to complete the construction of the said Apartment/said Building/said Complex, then the Company may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/or efficacy of such Legislation, Rule, Order or notification by moving the appropriate Courts, Tribunal(s) and/or Authority. In such a situation, the money(ies) paid by the Apartment Allottee in pursuance of this Agreement, shall continue to remain with the Company and the Apartment Allottee agrees not to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the Court(s)/ Tribunal(s)/ Authority(ies). However the Apartment Allottee may, if he/she so desires, become a party along with the Company in such litigation to protect Apartment Allottee's rights arising under this Agreement. In the event of the Company succeeding in its challenge to the impugned legislation or Rule, Regulation or Order, as the case may be, it is hereby agreed that his Agreement shall stand revived and the Apartment Allottee shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned, Legislation/Order/Rule/Regulation not succeeding and the said legislation/order/rule/regulation becoming final, absolute and binding, the Company will subject to provisions of law/court order refund to the Apartment Allottee, the amounts attributable to the said Apartment (after deducting interest on delayed payments, processing fee, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Apartment Allottee by the Company without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Company and the Apartment Allottee agrees to accept the Company's decision, in this regard to be final and binding. Save as otherwise provided herein, the Apartment Allottee shall not have any other right or claim of whatsoever nature against the Company under or in relation to this Agreement.

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11.4 Failure to deliver Possession by the Company : Remedy to Apartment Allottee

If for any reasons other than those given in Clauses 11.1, 11.2, 11.3 supra and Clause 39, the Company shall be unable to or shall fail to deliver possession of the said Apartment to the Apartment Allottee within two and three years with respect to 1½ and 2½ years payment plan respectively from the date of execution of this Agreement or within any extended period or periods as envisaged under this Agreement, then in such case, the Apartment Allottee shall be entitled to give notice to the Company, within ninety (90) days from the expiry of said period of two and three years or such extended periods, as the case may be, for terminating this Agreement. In that event the Company shall be at liberty to sell and/or dispose off the said Apartment and the allotted parking space to any other party at such price and upon such terms and conditions as the Company may deem fit without accounting for the sale proceeds thereof to the Apartment Allottee. Thereafter the Company shall within ninety (90) days from the date of sale of said Apartment and the parking space and after full realisation of the sale price, refund to the Apartment Allottee, the balance from the amounts paid by him/her in respect of the said Apartment and the parking space without any interest or without deduction of earnest money but after deduction of processing fee, any interest paid, due or payable and any other amount of a non-refundable nature. The Apartment Allottee shall have no other claim against the Company in respect of the said Apartment and parking space under this Agreement. If the Apartment Allottee fails to exercise his/her right of termination within the time limit as aforestated, by delivery to the Company of a written notice acknowledged by the Company in this regard then he/she shall not be entitled to terminate this Agreement thereafter and he/she shall continue to be bound by the provisions of this Agreement.

11.5 Failure to deliver Possession : Remedy to the Company

The Apartment Allottee agrees that in consequence of the Company abandoning the Scheme or becoming unable to give possession within two and three years as the case may be from the date of execution of this Agreement or such extended periods as permitted under this Agreement, the Company shall be entitled to terminate this Agreement whereupon the Company's libaility shall be limited to the refund of the amounts paid by the Apartment Allottee with simple interest @ 9% per annum for the period such amounts were lying with the Company and to pay no other compensation whatsoever.

However, the Company may, at its sole discretion, decide not to terminate this Agreement in which event the Company agrees to pay to the Apartment Allottee only as named in this Agreement and not to any one else and only in cases other than those provided in Clauses 11.1, 11.2, 11.3 and 39 and subject to the Apartment Allottee not being in default under any term of this Agreement, compensation @ Rs.5/- per sq ft. of the super area of the said Apartment per month for the period of such delay beyond two (2)/three (3) years as the case may be or such extended periods as permitted under this Agreement. The adjustment of such compensation shall be done at the time of conveying the said Apartment to the Apartment Allottee as named in this Agreement and not earlier.

12. Events of Defaults and Consequences

It is specifically made clear to the Apartment Allottee that all defaults, breaches, non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. With a view to acquaint the Agreement Allottee, some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

i) Failure to make payments within the time as stipulated in the schedule of payments as given in Annexure III accepted by him/her and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to interest bearing maintenance security as demanded by the Company, any other charges, taxes etc. as may be notified by the Company to the Apartment Allottee under the terms of this Agreement and all other defaults of similar nature.

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ii) Failure to perform and observe any or all of the Apartment Allottee's obligations including those contained in [12(i)] above as set forth in this Agreement and the Apartment Allottee fails to execute any deed/document/ undertakings etc. or to perform any other occupancy obligation, if any, set forth in the Agreement in this regard.

iii) Failure to take over the said Apartment for occupation and use within the time stipulated by the Company.

iv) Failure to execute the conveyance deed within the time stipulated by the Company.

v) Failure to execute Tripartite Maintenance Agreement and/or to pay before its due date the maintenance charges, maintenance security or any increase in respect thereof, as demanded by the Company, its nominee, other Body or Association of Apartment Allottees.

vi) Failure to pay the deposits and/or charges or any increase in respect thereof and compliance of other stipulations for bulk supply of electrical energy as specified in clause 14.3 to this agreement.

vii) Failure, pursuant to a request by the Company, in terms of Clause (28) of this Agreement, to become a member of the Association of Apartment Allottee of the said Building/said complex or to pay subscription charges etc. as may be required by the Company or Association of Apartment Allottees, as the case may be.

viii) Assignment of this Agreement or any interest of the Apartment Allottee in this Agreement without prior written consent of the Company.

ix) Dishonour of any cheque(s) including post dated cheques given by Apartment Allottee for any reason whatsoever.

x) Sale/transfer/disposal of/dealing with, in any manner, the reserved parking space either open or covered independent of the said Apart

xi) Any other acts, deeds or things which the Apartment Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, deed etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Apartment Allottee agrees and confirms that the decision of the Company in this regard shall be final and binding on the Apartment Allottee.

Upon the occurrence of any or more of event(s) of default under this Agreement including but not limited to those specified above, the Company may, at its sole discretion decide, by notice to the Apartment Allottee, to cancel this Agreement. If the Company elects to cancel this Agreement, the Apartment Allottee shall have thirty (30) days from the date of issue of notice of cancellation by the Company to cure/rectify the default as specified in that notice. The Apartment Allottee agrees that if the default is not cured/rectified within such thrity(30) days, this Agreement shall be automatically cancelled without any further notice and the Company shall have the right to retain, as and for liquidated damages, the entire earnest money as specified in this Agreement along with the procession fee, interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature. The Apartment Allottee agrees that upon such cancellation of this Agreement, the Company will be released and discharged of all liabilities and obligations under the Agreement and the Apartment Allottee hereby authorizes the Company that the said Apartment and the car parking space may be sold to any other party by the Company or dealt in any other manner as the Company may in its sole discretion deem fit as if this Agreement had never been executed and without accounting to the Apartment Allottee for any of the proceeds of such sale. In the event of the Company electing to cancel this Agreement, any amount which shall prove to be refundable to the Apartment Allottee over and above the amounts retained as and for liquidated damages such as the earnest money, processing fee, interest on delayed payments, any interest paid, due or payable, any other amount of non-refundable nature, shall be refunded by the Company only after realizing such refundable amount on further sale/resale to any other party and shall be refunded without any interest or compensation of whatsoever nature and upon such cancellation and refund by the

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Company by registered post, the Apartment Allottee shall be left with no right, title, interest or lien over the said Apartment and the car parking space of any nature whatsoever.

13. Conveyance of the said Apartment

The Company along with its Associates/Subsidiary Companies as stated earlier shall prepare and execute along with the Apartment Allottee a conveyance deed to convey the title of the said Apartment in favour of Apartment Allottee but only after receiving full payment of the total price of the Apartment and parking space allotted to him/ her and payment of all securities including interest bearing maintenance security, deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on such installments, stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Company from time to time prior to the execution of the Conveyance Deed. If the Apartment Allottee is in default of any other payments as aforestated, then the Apartment Allottee authorises the Company to withhold registration of the Conveyance Deed in his/her favour till full and final settlement of all dues to the Company is made by the Apartment Allottee. The Apartment Allottee undertakes to execute Conveyance Deed within the time stipulated by the Company in its written notice failing which the Apartment Allottee aurhorises the Company to cancel the Allotment and terminate this Agreement in terms of Clause (12) of this Agreement and to forfeit out of the amounts paid by him/her the earnest money, processing fee, delayed payment of interest, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount deposited by the Apartment Allottee without any interest in the manner prescribed in Clause (12) Supra. The Apartment Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or penalties imposed by the competent authroity(ies).

In case of Apartment Allottee(s) who has/have opted for financial arrangement/housing loan with the Company and/or with any Financial Institution(s)/Bank(s) or any other institution/corporate or any other party, the conveyance deed of the said Apartment in favour of the Apartment Allottee shall be executed by the Company only upon the Company receiving No Objection Certificate from such Financial Institution(s)/Bank(s)/Company or any other institution/corporate or any other party, as the case may be.

14.1 Maintenance of the said Building/said Complex/said Apartment

In order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures the Company shall, upon the completion of the said Building/said Complex, hand over the maintenance of the said Building/said Complex to Ambiance Property Management Services Pvt. Ltd. or to any other nominee including other Body or Association (hereinafter referred to as "maintenance agency") as the Company in its sole discretion may deem fit. The Apartment Allottee hereby agrees to execute Tripartite Maintenance Agreement (draft given in Annexure VII to this Agreement). This Agreement shall not deemed to be executed till the draft Tripartite Maintenance Agreement is signed and returned with this Agreement. The Apartment Allottee further undertakes to abide by the terms and conditions of the Tripartite Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the maintenance agency from time to time. The Company reserves the right to change, modify, amend, impose additional conditions in Tripartite Maintenance Agreement at the time of its final execution.

14.2 Interest Bearing Maintenance Security

In order to secure due performance of the Apartment Allottee in paying promptly the maintenance bills and other charges as raised by the maintenance agency, the Apartment Allottee agrees to deposit, as per the schedule of payment given in Annexure III and to always keep deposited with the Company an interest bearing maintenance security calculated at the rate of Rs.50/- per square ft. of the super area of the said Apartment carrying a simple

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interest @ 12% per annum. In case of failure of the Apartment Allottee to pay the maintenance bills, other charges on or before the due date, the Apartment Allottee in addition to permitting the Company to deny him/her the right to avail the maintenance services also authorizes the Company to adjust in the first instance, the interest accrued on the interest bearing maintenance security against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of the default, the Apartment Allottee further authorizes the Company to adjust the principal amount of the interest bearing maintenance security against such defaults. If due to such adjustment in the principal amount, the interest bearing maintenance security falls below the agreed sum of Rs.50/- per square ft. of the super area of the Apartment, then the Apartment Allottee hereby undertakes to make good the resultant shortfall within fifteen days of demand by the Company. The Company reserves the right to increase the interest bearing maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Apartment Allottee agrees to pay such increases within fifteen (15) days of demand by the Company. If the Apartment Allottee fails to pay such increase in the Interest bearing Maintenance Security or to make good the shortfall as aforesaid on or before its due date, than the Apartment Allottee authorizes the Company to treat this Agreement as cancelled without any notice to the Apartment Allottee and to recover the shortfall from the sale proceeds of the said Apartment and the parking space and to refund the balance of the money realized from such sale after deducting therefrom the entire earnest money, processing fee, interest on delayed payments, any interest paid, due or payable and all other dues as set out in this Agreement. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Agreement relating to interest bearing maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Apartment Allottee and the Company shall have first charge/lien on the said Apartment in respect of any such non-payment of shortfall/increases as the case may be.

14.3 Payment of deposits & charges for bulk supply of Electrical Energy

If the Company or the maintenance agency decides to apply and thereafter receives permission, from Haryana Vidyut Prasaran Nigam Ltd. Or from any other body/Commission/Regulatory Authority constituted by the Government of Haryana for such purpose, to receive and distribute bulk supply of electrical energy in the said Complex, then the Apartment Allottee undertakes to pay on demand to the Company proportionate share as determined by the Company of all deposits and charges paid by the Company or the maintenance agency to Haryana Vidyut Prasaran Nigam Ltd./any other Body/Commission/Regulatory Authority constituted by the Government of Haryana, failing which the same shall be treated as unpaid portion of the total price payable by the Apartment Allottee for the said Apartment and the conveyance of the said Apartment shall be withheld by the Company till full payment thereof is received by the Company from the Apartment Allottee. Further the Apartment Allottee agrees that the Company shall be entitled in terms of the Tripartite Maintenance Agreement (draft given in Annexure VII) to withhold electricity supply to the said Apartment till full payment of such deposits and charges is received by the Company or the maintenance agency. Further in case of bulk supply of electrical energy, the Apartment Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Apartment Allottee's rights to apply for individual/direct electrical supply connection directly for Haryana Vidyut Prasaran Nigam Ltd. or any other body. An Undertaking in this regard executed by the Apartment Allottee is attached as Annexure IX to this Agreement. The Apartment Allottees agrees to pay the deposit, any increase in the deposits/ additional deposits, charges for bulk supply of electrical energy as may be demanded by the Company from time to time.

14.4 Fixation of total Maintenance Charges

The total maintenance charges as more elaborately described in the Tripartite Maintenance Agreement(draft given in Annexure VII) will be fixed by the maintenance agency on an estimated basis of the maintenance costs to be incurred for the forthcoming financial year. The estimates of the maintenance agency shall be final and binding on the Apartment Allottee. The maintenance charges shall be recovered on such estimated basis on monthly/quarterly

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intervals as may be decided by the maintenance agency and adjusted against the actual audited expenses as determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Apartment Allottee agrees and undertakes to pay the maintenance bills on or before due date as intimated by the maintenance agency.

14.5 Payment for replacement, upgradation, additions of Lifts, DG Sets, Electric Sub-stations, Pumps, Fire Fighting Equipment and other Capital Plants/Equipments.

That as and when any Plant & Machinery within the said Complex/said Building, as the case may including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all the Apartment Allottees in the said Building/said Complex on pro-rata basis (i.e. in proportion to the super area of the said Apartment to the total super area of all the Apartments in the Said Building/said Complex, as the case may be). The Company or the maintenance agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Apartment Allottee agrees to abide by the same.

14.6 Right of Apartment Allottee to use common areas and facilities subject to payment of total maintenance charges

The Apartment Allottee hereby agrees to purchase the said Apartment on the specific understanding that his/her right to use of common areas and facilities within the said Building/said Complex shall be subject to timely payment of total Maintenance Charges as billed by the maintenance agency and performance by the Apartment Allottee of all his/her obligations under this Agreement and Tripartite Maintenance Agreement. If the maintenance charges are not paid by the Apartment Allottee regularly and on or before its due date, then the Apartment Allottee agrees that he/she shall have no right to use such common areas and facilities. But so long as the maintenance charges and all payments envisaged under these presents are regularly paid, on or before due date and covenants herein are observed, the Apartment Allottee shall be entitled to unhindered use of such common areas and facilities as listed in Annexure IV, Part-A and Part-B.

14.7 Right to enter the said Apartment for repairs

In addition to the Company's or its associates/sister/group companies/concerns or persons/parties authorized by the company and the maintenance agency's right of unrestricted usage of all common areas and facilities as listed in Annexure IV, Part-A and Annexure IV, Part-B, the Apartment Allottee agrees to permit the Company or the maintenance agency or their authorized persons/parties to enter into the said Apartment or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Apartment or the defects in the Apartment above or below the said Apartment. Any refusal of the Apartment Allottee to give such right to entry will be deemed to be a violation of this Agreement and the Company shall be entitled to take such actions as it may deem fit.

14.8 Insurance of the said Building

The structure of the Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the maintenance agency on behalf of the Apartment Allottee and the cost thereof shall be payable by the Apartment Allottee as the part of the maintenance bill raised by the maintenance agency but contents inside each Apartment shall be insured by the Apartment Allottee at his/her own cost. The cost of insuring the Building structure shall be recovered from the Apartment Allottee as a part of total maintenance charges and the Apartment Allottee shall not do or permit to be done any act or thing which may render void or voidable the insurance of any Apartment or any part of the said Building or cause increased premium to be payable in respect thereof for which the Apartment Allottee shall be solely responsible and liable.

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15. Use of Basement and service areas

The basement(s) and service areas within the said Building/said Complex/said Site, if any, shall be earmarked by the Company to house services including but not limited to Electric Sub-station, Transformer, DG set equipment, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipment etc. and other permitted uses as per Zoning Plans/Building Plans. The Apartment Allottee shall not be permitted to use the Basement and service areas in any manner whatsoever than specified and the same shall be reserved for use by the Company or the maintenance agency and its employees for rendering maintenance services. The Apartment Allottee shall keep the Company indemnified and harmless against any breach/violation of the terms thereof.

16. Use of the said Apartment

The Apartment Allottee shall not use the said Apartment for any purpose other than residential or in a manner that may cause nuisance or annoyance to occupants of other Apartments in the said Building/said Complex or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the said Apartment which tends to cause damage to any flooring or ceiling or services of any Apartment over, below, adjacent to the said Apartment or anywhere in the said Complex or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Apartment Allottee hereby agrees/indemnifies the Company against any penal action, damages or loss due to misuse for which the Apartment Allottee/occupant/ licencee shall be solely responsible. If the Apartment Allottee uses or permits the use of the said Apartment for any purpose other than residential, then the Company shall be entitled to treat this Agreement as cancelled and to resume the possession of the said Apartment.

17. Use of terraces

The Company reserves the right to give on lease or hire any part of the top roof/terraces above the top floor, (except terraces forming a part of penthouse(s)) of any of the building in the said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Apartment Allottee agrees that he/she shall not object to the same and make any claims on this account.

18. General compliance with respect to the said Apartment

That the Apartment Allottee shall, after the expiry of period as stipulated in Clause (10.2), be solely responsible to maintain the said Apartment at his/her own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the said Building, or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Laws or Rules of any Authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building or pertaining to the Building in which the said Apartment is located, is not in any way damaged or jeopardized. The Apartment Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Building or common areas. Air conditioners/coolers etc. shall be installed by the Apartment Allottee at places earmarked or approved by the Company and nowhere else. The Apartment Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The Non-observance of the provisions of this clause shall entitle the Company or the maintenance agency, to enter the Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and

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expense of the Apartment Allottee. The Apartment Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

19. Compliance of Laws, Notifications etc. by Apartment Allottee

The Apartment Allottee is entering into this Agreement for the allotment of a residential Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Colony in general and this group housing project in particular. That the Apartment Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment all the requirements, requisitions, demands and repairs which are required to be complied with by any Development Authority/Municipal Authority/Government or any other Competent Authority in respect of the said Apartment/Building and / or the said Site on which the said Building is situated at her/her own cost and keep the Company indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions demands and repairs.

20. Alterations of unsold units

The Company shall have right, without approval of any Apartment Allottee in the said Building to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment(s) within the said Building and the Apartment Allottee agrees not to raise objections or make any claims on this account.

21. EWS Flats/Dwelling Units, Shops, Schools etc.

In terms of the Deed of Licence and the bilateral agrement executed between the Company and the Government of Haryana it is mandatory to set apart a portion of the said Site for the construction of flats/dwelling units for Economically Weaker Sections (EWS) of the society, shops, schools etc. It is a condition of this Agreement and the Apartment Allottee confirms that he/she shall have no right, no title or no interest in any form or manner in the EWS flats/dwelling units shops, schools etc. and/or the land reserved or provided by the company for EWS flats/ dwelling units shops, schools etc.and/or the facilities provided therein. Further the Apartment Allottee shall not have any say or right to interfere in the manner of booking, allotment and finalisation of sale of flats/dwelling units for EWS, shops or the operation and management of shops, schools etc. The Company shall enter into a separate agreement with Allottees of EWS flats/dwelling units, shops etc. for the purpose of sale of such flat/dwelling units, shops etc. and separate arrangement for operation and management of schools etc.

22. Right of the Company to make additional constructions

The Apartment Allottee agrees and authorises that the Company shall have the right to make additions to or put up additional structures in/upon the said Building or anywhere in the said Site as may be permitted by the competent authorities and such additional structures shall be the sole property of the Company which the Company will be entitled to dispose off in any way it chooses without any interference on the part of the Apartment Allottee(s). The Apartment Allottee agrees that the Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/stories with the existing electric, water, sanitary and drainage sources. The Apartment Allottee further agrees and undertakes that he/she shall after taking possession of the said Apartment or at any time thereafter not object to the Company constructing or continuing with the construction of the other building(s)/blocks inside and/or outside/adjacent to the said Site or claim any compensation or withhold the payment of maintenance and other charges as and when demanded by the Company on the ground that the infrastructure required for the said Complex is not yet complete. Any violation of this condition shall entitle the Company to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.

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23. Company's right to raise finance

The Apartment Allottee hereby authorises and permits the Company to raise finance/loan from any Financial Institution/Bank for the purpose of construction and completion of construction and development of the said building/ infrastructure in the complex by way of mortgage/charge of land or secritisation of receivables or in any other mode or manner by charge/mortgage of the said Apartment/said Building/said Complex/said Site subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of conveyance deed. The Company/Financial Institution/Bank shall always have the first lien/charge on the said Apartment and land underneath for all their dues and other sums payable by the Apartment Allottee or in respect of any loan granted to the Company for the purpose of the construction and completion of the said Building/said Complex/said Site/infrastructure therein.

24. This Agreement subordinate to mortagage by the Company

The Apartment Allottee agrees that no lien or encumbrance shall arise against the said Apartment as a result of this Agreement or any money deposited hereunder by the Apartment Allottee. In furtherance and not in limitation of the provisions of the preceding sentence the Apartment Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred purusant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Apartment or excuse the Apartment Allottee's other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the conveyance deed the said Apartment shall be free and clear of all encumbrances, lien and charges whatsoever.

25. Company's charge on the said Apartment

The Apartment Allottee agrees that the Company shall have the first charge on the said Apartment for the recovery of all its dues payable by the Apartment Allottee under this Agreement and such other payments as may be demanded by the Company from time to time. Further the Apartment Allottee agrees that in the event of his/her failure to pay such dues as aforestated, the Company will be entitled to enforce the charge by selling the said Apartment to recover and receive the outstanding dues out of the sale proceeds thereof.

26. Purchase not dependent on financing contingency

The Apartment Allottee may obtain finance from any financial institution/bank or any other source but the Apartment Allottee's obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Apartment Allottee's ability or competency to obtain such financing and the Apartment Allottee will remain bound under this Agreement whether or not he/she has been able to obtain financing for the purchase of the said Apartment. The conveyance deed of the apartment in favour of Apartment Allottee shall be executed only upon the Company receiving No Objection Certificate from such financial institutions/banks.

27. Haryana Apartment Ownership Act, 1983

The Apartment Allottee has confirmed and assured the Company prior to entering into this Agreement that he/she has read and understood the Haryana Apartment Ownership Act, 1983 and its implications thereof in relation to the various provisions of this Agreement and Apartment Allottee has further confirmed that he/she is in full agreement with the provisions of this Agreement in relation to Haryana Apartment Ownership Act, 1983 and shall comply and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983 or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.

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28. Association of Apartment Owners

The Apartment Allottee agrees and undertakes that he/she shall join any Association/society of apartment owners as may be formed by the Company on behalf of apartment owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose. An application form for enrolling the Apartment Allottee as a member of such Association is attached as Annexure VIII and the Apartment Allottee agrees to execute the same.

29. Binding Effect

Forwarding this Agreement to the Apartment Allottee by the Company does not create a binding obligation on the part of the Company or the Apartment Allottee until firstly, the Apartment Allottee signs and delivers this Agreement with all annexures along with the payment dues as stipulated in the schedule of payments in Annexure III within thirty (30) days from the date of despatch by the Company and secondly a copy of this Agreement executed by the Company through its authorised signatory is delivered to the Apartment Allottee within thirty (30) days from the date of receipt of this Agreement by the Company from the Apartment Allottee. If the Apartment Allottee(s) fails to execute and deliver to the Company this Agreement within thirty (30) days from the date of its despatch by the Company, then the application of the Apartment Allottee shall be treated as cancelled and the earnest money paid by the Apartment Allottee shall stand forfeited. If The counter part of this Agreement is not executed by the Company and despatched to the Apartment Allottee within thirty (30) days from the date of its receipt from the Apartment Allottee , then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Apartment Allottee in connection therewith shall be returned to the Apartment Allottee without any interest or compensation whatsoever. Upon such refund being made neither party shall have any further rights, obligations or liabilities hereunder against each other.

30. Agreement not assignable

This Agreement or any interest of Apartment Allottee in this Agreement shall not be assigned by the Apartment Allottee without prior written consent of the Company which consent may be given or denied by the Company in its sole discretion and shall be subject to applicable laws and notifications or any government directions as may be in force and further shall be subject to the terms, conditions and charges as the Company may impose. The Apartment Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Company shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Apartment Allottee in violation of this Agreement shall be a default on the part of Apartment Allottee entitling the Company to cancel this Agreement and to a vail of remedies as set forth in clause (12) of this Agreement.

31. Entire Agreement

This Agreement along with all its annexures is the only Agreement touching upon the purchase of the said Apartment by the Apartment Allottee and this Agreement along with its annexures supersedes any and all understandings, any other Agreement, correspondences or arrangement whether written or oral, if any, between the parties. This Agreement along with its annexures and the terms and conditions contained in the application constitutes the entire Agreement between the parties with respect to the subject matter hereof. The terms and conditions of the application shall continue to prevail and be binding on the Apartment Allottee save and except in cases where the terms and conditions of the agreement which are at variance shall prevail and shall supercede the terms and conditions contained in the Application. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement signed between the parties.

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32. Right to amend Annexures

The drafts of the Tripartite Maintenance Agreement (Annexure VII) and other annexures are attached to this Agreement to acquaint the Apartment Allottee with the terms and conditions as may be stipulated in these documents when they are finally executed at the appropriate time as notified by the Company. The Apartment Allottee agrees and confirms that he/she consents to the terms and conditions contained in these drafts which shall substantially be the same as in the final document to be executed at the appropriate time as notified by the Company. The Apartment Allottee further agrees that the Company shall have the right to impose additional terms and conditions or to modify/amend/change the terms and conditions as stated in these drafts in the final documents to be executed at the appropriate time.

The Company further reserved the right to correct, modify, amend, change all the annexures attached to this Agreement and also annexures which are indicated to be tentative and notify the same to the Apartment Allottee at any time prior to or upon conveyancing of the said Agreement, as deemed necessary by the Company at its sole discretion.

33. Agreement Specific only to this Apartment Project

It is clearly understood and agreed by the Apartment Allottee that the provisions of this Agreement, Draft Tripartite Maintenance Agreement and those contained in other annexures are specific and applicable to Apartments offered for sale in Lagoon Complex only (the said Complex) and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), MRTP Commission, Consumer Disputes Form(s) or any other judicial forum involving any other Apartment(s) /Building(s)/Project(s) of the company/its associates/subsidiaries, partnership firms in which the company is partner or interested.

34. Provisions of this Agreement applicable on Occupiers/Subsequent Purchasers

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Apartment/said Building/said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licencees and/or subsequent purchasers/assignees of the said Apartment, as the said obligations go alongwith the said Apartment for all intents and purposes.

35. Waiver not a limitation to enforce

Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

36. Severability

If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

37. Captions/Headings

The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

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38. Method of calculation of proportionate share wherever referred in the Agreement

Wherever the Apartment Allottee has to make any payment in common with all the other Apartment Allottees in the same building, the same shall be the proportion which the super area of the said Apartment bears to the total super area of all the apartments in the said Building.

Wherever the Apartment Allottee has to make any payment in common with the Apartment Allottee of all the buildings to be constructed on the said Site or said Complex, as the case may be, the same shall be the proportion which the super area of the said Apartment bears to the total super area of all the apartments in all the buildings to be constructed on the said Site or said Complex, as the case may be.

39. Force Majure

The Company shall not be held responsible or liable for not performing any obligation or undertaking provided for in this Agreement if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Company.

40. Right to join as affected Party

The Apartment Allottee agrees that the Company shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Apartment Allottee if the Company's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Apartment Allottee agrees to keep the Company fully informed at all times in this regard.

41. Indemnification

The Apartment Allottee hereby convenants with the Company to pay from time to time and at all times the amounts which the Apartment Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

42. Brokerage

In case the Apartment Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Apartment Allottee whether in or outside India for acquiring the said Apartment for the Apartment Allottee, the company shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Company for the said Apartment. Further the Apartment Allottee undertakes to indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

43. Further Assurances

The Apartment Allottee and the persons to whom the said Apartment or part thereof is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonable

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request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

44. Copies of the Agreement

Three copies of this Agreement shall be executed and the Company shall retain the original and a copy of this Agreement and send the third executed copy to the Apartment Allottee for his/her reference and record.

45. Place of Execution

The execution of this Agreement will be complete only upon its execution by the Company through its Authorised Signatory at the Company's Head Office in New Delhi after the copies duly executed by the Apartment Allottee are received by the Company. Hence this Agreement shall be deemed to have been executed at New Delhi even if the Apartment Allottee has executed this Agreement at any place(s) other than New Delhi.

46. Notices

That all notices to be served on the Apartment Allottee and the Company as contemplated by this Agreement shall be deemed to have been duly served if sent to the Apartment Allottee or the Company by Registered Post at their respective addresses specified below:

_____

_____

_____ (Address of Apartment Allottee)

_____

M/s HLF Enterpises Private Limited
L-4, Green Park Extension,
New Delhi – 110 016.

It shall be the duty of the Apartment Allottee to inform the Company of any change subsequent to the execution of this Agreement in the above address of Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Apartment Allottee.

47. Joint Purchasers

That in case there are Joint Apartment Allottees, all communications shall be sent by the Company to the Apartment Allottee whose name appears first and at the address given by him/her which shall for all purposes be considered as served on all the Apartment Allottees.

48. Certain References

A reference in this Agreement to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms"herein", "hereto", "hereunder","hereof" or "thereof" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.

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Further wherever the words "foot print of the said Building" occurs in this Agreement it shall refer to and mean 'the precise land underneath the said Building"

49. Laws of India

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

50. Arbitration

All or any dispute arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at the office of the Company alone in Ambiance Island NH-8, Gurgaon, Haryana by a Sole Arbitrator who shall be the Company Secretary of the Company. The Apartment Allottee hereby confirms that he/she shall have no objection to this appointment. The Courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh shall alone have the jurisdiction in all matters arising out of/ touching and/or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at New Delhi.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate and triplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures :

SIGNED AND DELIVERED BY THE WITHIN NAMED

Apartment Allottee(s) : (including joint Allottees)

(1)_____

(2)_____

Please affix photograph and sign. Across the photographs	Please affix photograph and sign. Across the photographs

at_____ on _____ in the presence of:

WITNESSES:

1. Signature _____
   Name _____
   Address _____
   _____

(to be completed by the Apartment Allottee)

2. Signature _____
   Name _____
   Address _____
   _____

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SIGNED AND DELIVERED by the within named Company HLF Enterprises Private Limited at New Delhi on _____ in the presence of:

WITNESSES:

1. Signature _____
   Name _____
   Address _____
   _____

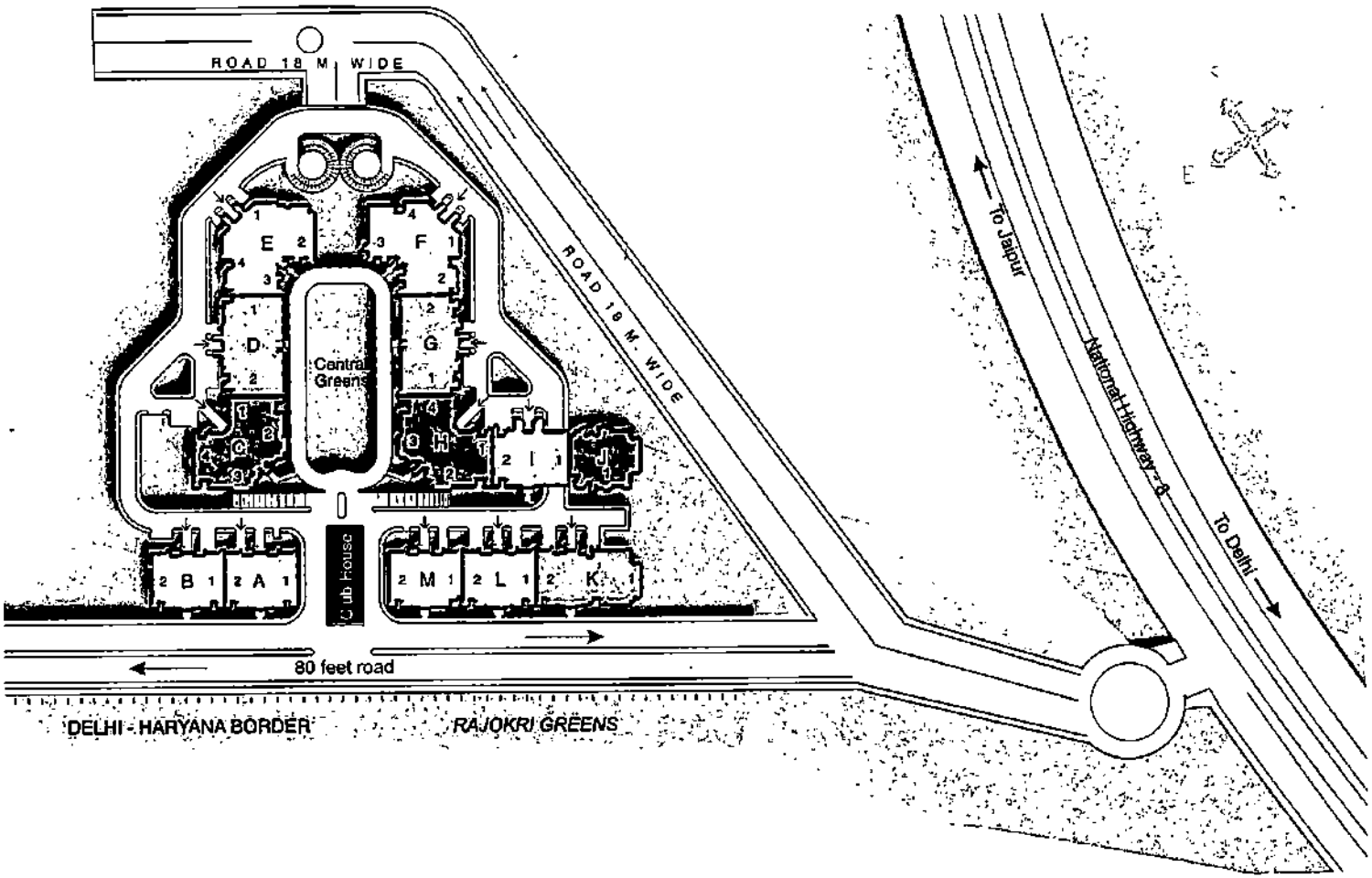
FOR AND ON BEHALF OF
HLF ENTERPRISES (PVT.) LTD.

2. Signature _____
   Name _____
   Address _____
   _____

_____

(AUTHORISED SIGNATORY)

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ANNEXURE-I

29

NOT TO SCALE

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ANNEXURE – II

LAGOON COMPLEX

DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the sale price in respect of the said Apartment shall be the sum of Apartment area of the said Apartment and its prorata share of Common areas in the entire said building.

Whereas the Apartment area of the said Apartment shall mean the entire area enclosed by its periphery walls including area under walls, columns, balconies, cupboards and lofts etc. and half the area of common walls with other premises, which form integral part of said Apartment and Common areas shall mean all such parts/areas in the entire said building which the Apartment Allottee shall use by sharing with other occupants of the said building including entrance lobby at ground floor, lift lobbies, lift shafts, electrical shafts, fire shafts and walls of plumbing shafts on all floors, common corridors and passages, staircases, mumties, services areas including but not limited to, lift machine room, overhead water tank, maintenance office/stores etc., architectural features, if provided and security/fire control rooms.

Super Area of the apartment provided with exclusive open terrace(s) shall also include area of such terrace(s), allottee however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever.

It is specifically made clear that the computation of Super Area of the apartment does not include the following:

a) Dwelling Units/ Building/ Site for Economically Weaker Section(EWS) (Excluded from the scope of Agreement)
b) Shops, schools and site reserved for shops, schools etc.(Excluded from the Scope of Agreement)
c) Roof/terrace above Apartments/Penthouses.(excluding exclusive terraces for Penthouses).
d) Covered Car parking area allotted to Apartment Allottee for exclusive use at Lower or Upper Basement level.
e) Open car parking area allotted for Apartment Allottee for exclusive use around buildings.
f) Roads, passages, lawn and other open areas within the complex.

Tentative percentage of Apartment area to Super area of apartment is 18% approximately, presently. Final Super Area and the percentage of Apartment Area to Super Area shall be intimated upon Completion of Construction of said building.

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ANNEXURE-III

SCHEDULE OF PAYMENTS

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ANNEXUE – IV

LIST OF COMMON AREAS & FACILITIES

ANNEXURE IV PART A:

Common Areas & Facilities for use of Apartment Allottees within the respective Building Block in "Lagoon" at "Ambience Island" (area included in computation of Super Area):

1. Entrance Lobby at Ground Floor
2. Staircases.
3. Lifts
4. Lift Lobby including lighting and fire fighting equipments thereof.
5. Passage/Corridor including lighting and fire fighting equipment thereof
6. Lift Machine Room.
7. Overhead Water Tanks
8. Plumbing/Fire Shafts
9. Fire Detection/Control Room
10. Service/Maintenance area of building

ANNEXURE IV PART B:

General Common Areas & Facilities for use of Apartment Allottees in all Buildings Blocks in "Lagoon" at "Ambience Island" excluded from computation of Super Area :

1. D.G. Room/D.G. sets (Located in
2. Underground Domestic & Fire Water tanks and Pump room. (Basement under
3. Electric sub-station/Transformers/Electrical Panels (EWS Flats/Dwelling
4. Maintenance/Service rooms. (Units or elsewhere
5. Earmarked Lawns & Play areas including lighting & services etc.
6. Internal link Roads & Driveways including lighting & services etc.
7. Guard Posts
8. Fire Hydrants & Fire Brigade Inlet etc.

ANNEXURE IV PART C:

Other areas, facilities and amenities in "Lagoon" site specifically excluded from the scope of the Agreement and excluded from the computation of Super Area of Apartments :

The Apartment Allottee shall have No Ownership rights, No rights of Usage, No Title or No Interest in the following lands/ facilities/amenities.

1. Site for & EWS Dwelling Units/Building(s).
2. Sites for Schools and Schools Buildings.
3. Shops within the said Building, if any, and/or said site.
4. External Main/Side/Service Roads and Footpaths etc.

ANNEXURE IV PART D:

Reserved covered/open car parking space individually allotted for the exclusive use of the Apartment Allottee(s) excluded from the computation of super area of the Apartment(s):

1. Covered car parking spaces on twin level basement of building(s).
2. Open car parking space on ground around Building(s).

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ANNEXURE – V

LAGOON RESIDENTIAL COMPLEX

TENTAVIVE APARTMENT SPECIFICATIONS

FLOORS

The living room, Dining room, Family lounge, Lobby & Passage made of Italian Bottichino/Dyna marble with designer patterns • Bathrooms with Italian/Indian marble/ granite • Bedrooms having white Indian marble with border • Balconies made of marble • Staircases in Udaipur green & white quality marble

TOILETS

Walls : Marble/granite upto three feet height. Rest continuing with printed glazed tiles in variety of shades and colours and one border.
C.P. Fittings : Single lever Jaquar or equivalent. Sanitaryware : English type w/c and washbasin in shades/colours. Bath tub in one bathroom and bunnies in rest • Geysers • Dressing/looking mirrors • Exhaust fans • Towel rack/rod/ring accessories

KITCHEN

Floor/Counter/Walls : Floor/counter shall be of Udaipur green marble or combination of Indian white marble in floor and black granite on counter, matching marble/designer coloured printed tiles on the wall above the counter area.
Fittings : Double bowl Stainless steel sink with drain board • Complete woodwork above and below the counter • Chimney with Exhaust fan • Single lever hot and cold water • Provision for pipe supply of cooking gas through shaft

WALLS

External walls in texture paint. • Internal walls in cement plaster with plastic emulsion/ paint with POP Cornish.

DOORS &WINDOWS

• Doors/Windows frames and shutter shall be of imported/Indian Teak/Champ wood/ board • Elegantly designed and finished entrance door • Designer wardrobes, cupboards, almirah in kitchen and bedrooms • Internal doors, windows, cupboards and cabinets shall be painted in natural polish/wall matching duco paints

ELECTRICAL

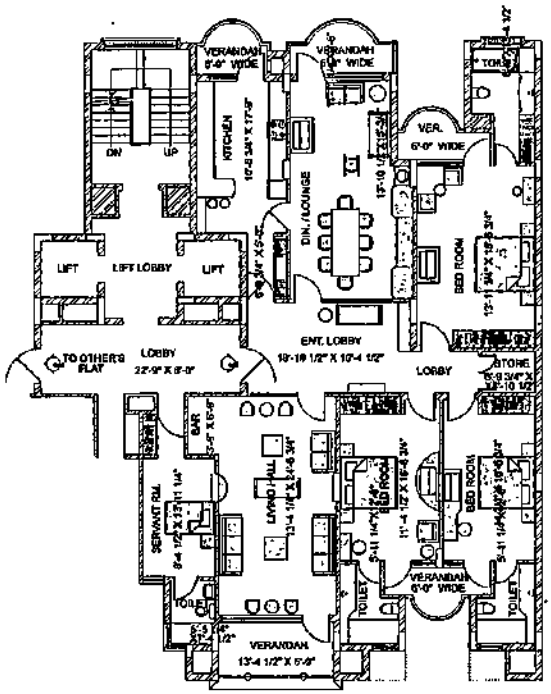
• Modular range switch/sockets, copper wiring • Fans (one in each of the bed rooms, lobby, kitchen and two in drawing/dining), One Geysers (20 liters) in each of the bathroom attached to bedroom, Two wall light fixtures in each of the bedroom wall/ ceiling light in lobby, kitchen and dining area, one roof chandelier in the drawing room.

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ANNEXURE – VI

Tentative Typical Apartment Plans

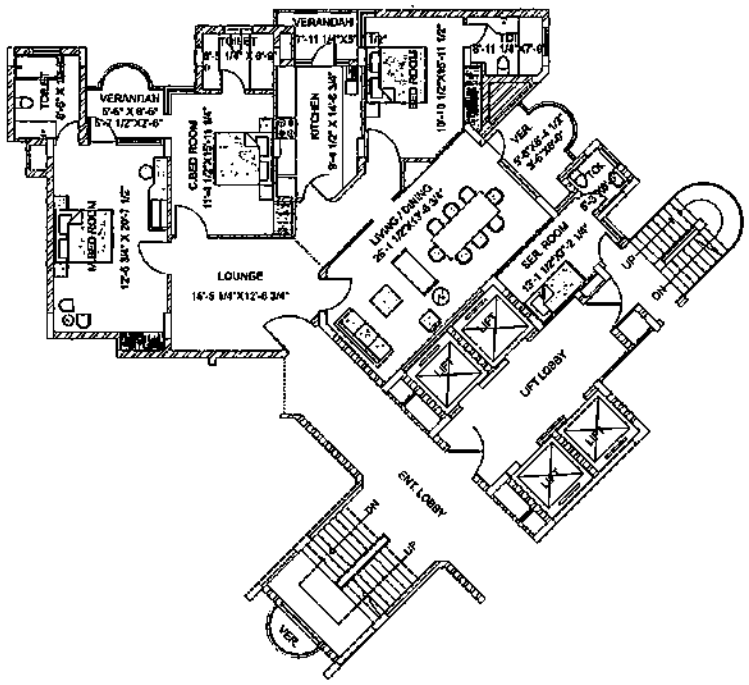
THREE BED ROOM



1

Block- A, B, L & M
Super Area - 3215 SFT

THREE BED ROOM



2

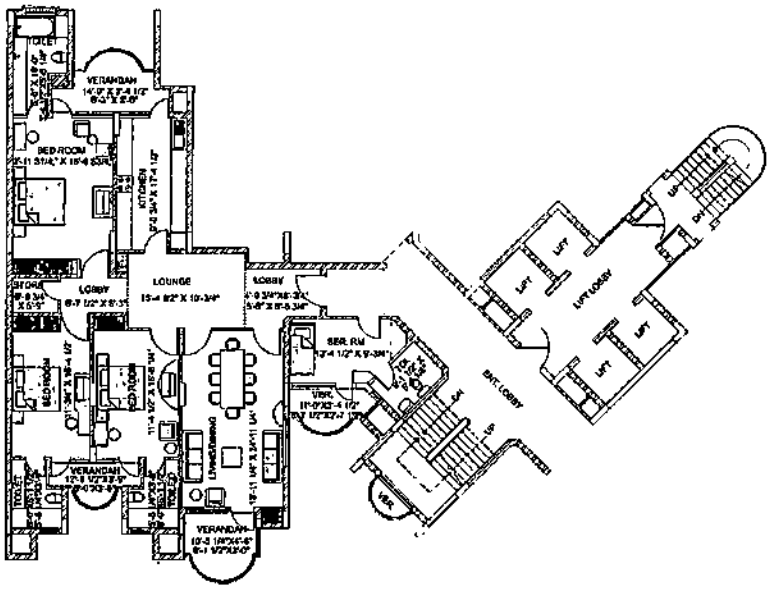
Block- C (Type I)
Super Area - 2189 SFT

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ANNEXURE – VI

Tentative Typical Apartment Plans

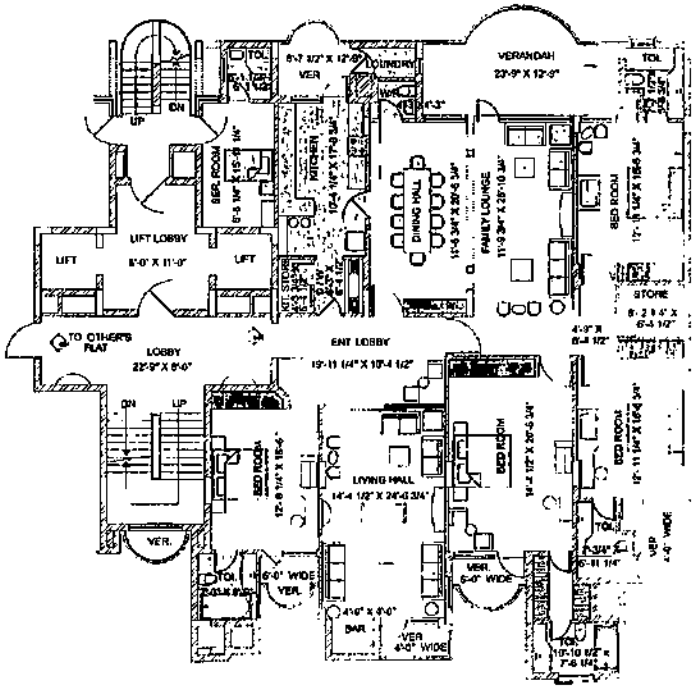
THREE BED ROOM



3

Block- C (Type II)
Super Area - 2509 SFT

FOUR BED ROOM



4

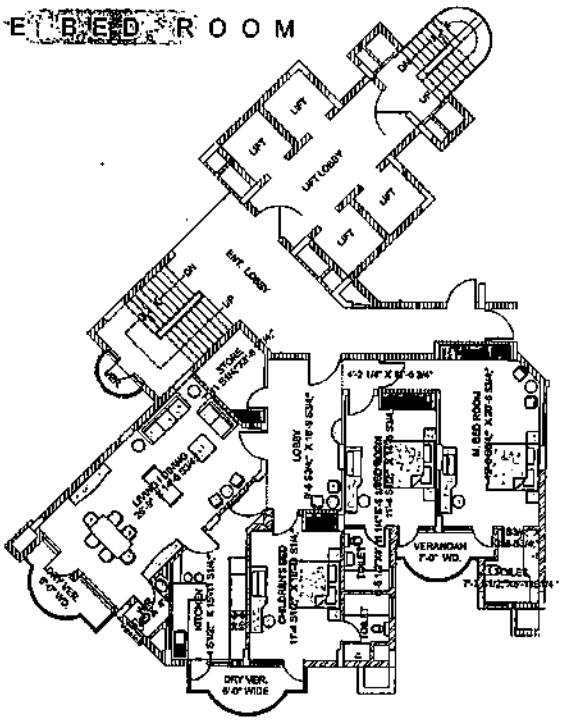
Block- D & G
Super Area - 4368 SFT

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ANNEXURE – VI

Tentative Typical Apartment Plans

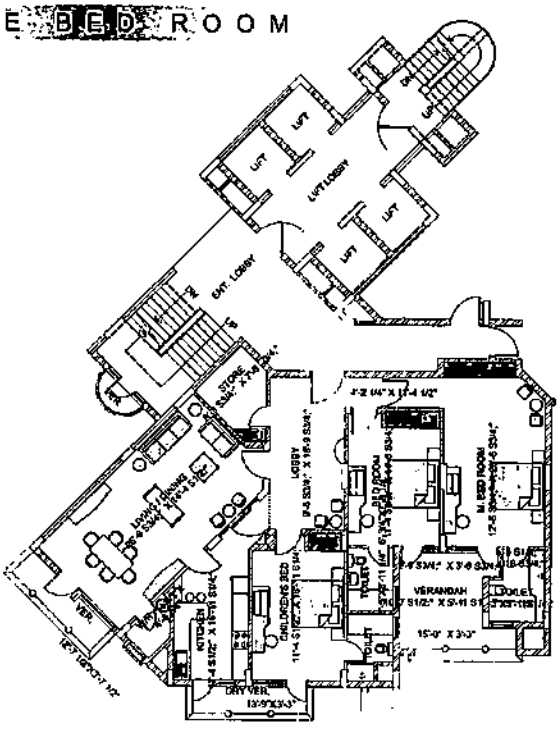
THREE BED ROOM



5

Block- E & F (Type I)
Super Area - 2311 SFT

THREE BED ROOM



6

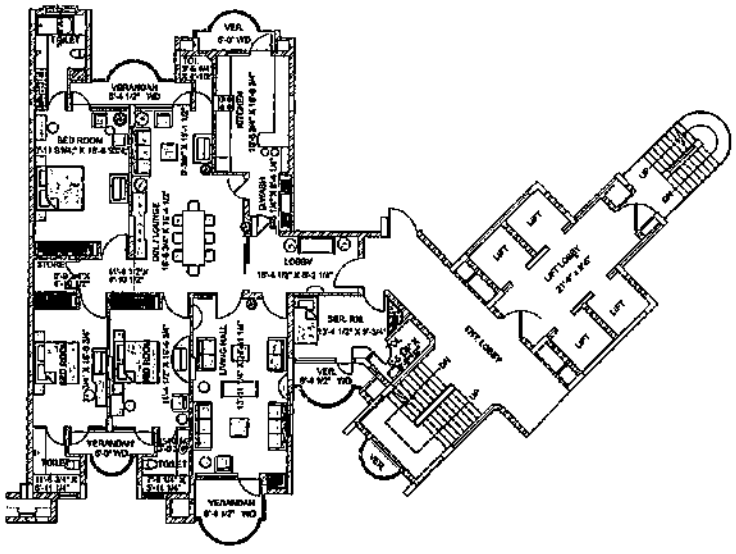
Block- E & F (Type II)
Super Area - 2416 SFT

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ANNEXURE – VI

Tentative Typical Apartment Plans

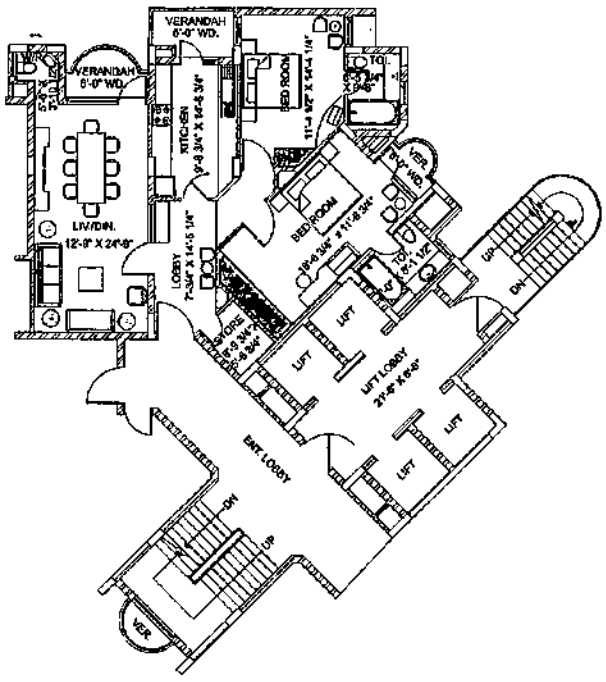
THREE BED ROOM



7

Block- H
Super Area - 3156 SFT

TWO BED ROOM



8

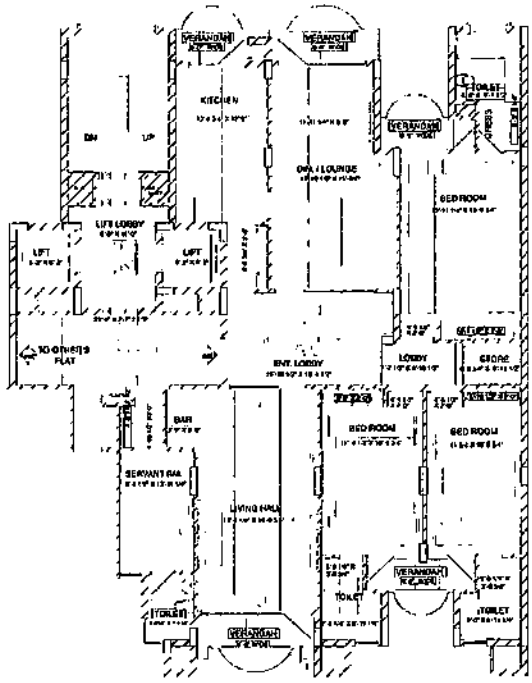
Block- H
Super Area - 1496 SFT

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ANNEXURE – VI

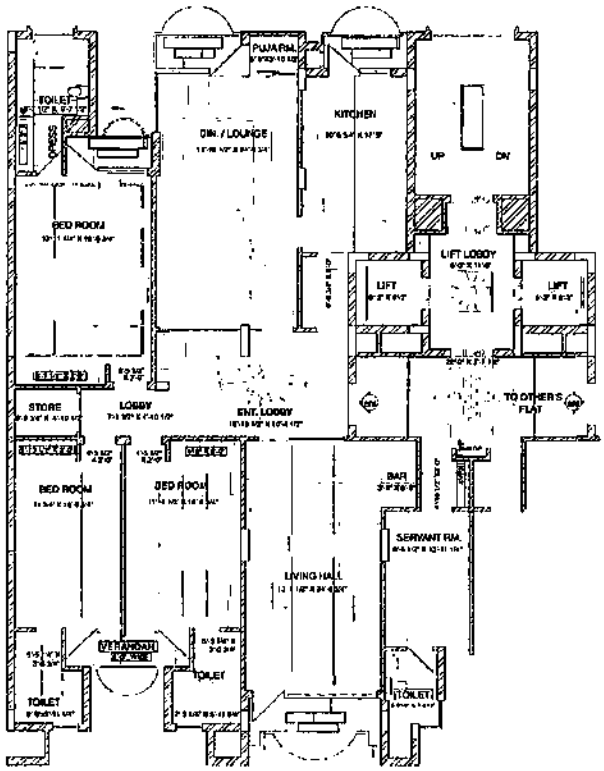
Tentative Typical Apartment Plans

THREE BED ROOM



9
Block- I
Super Area - 3168 SFT

THREE BED ROOM



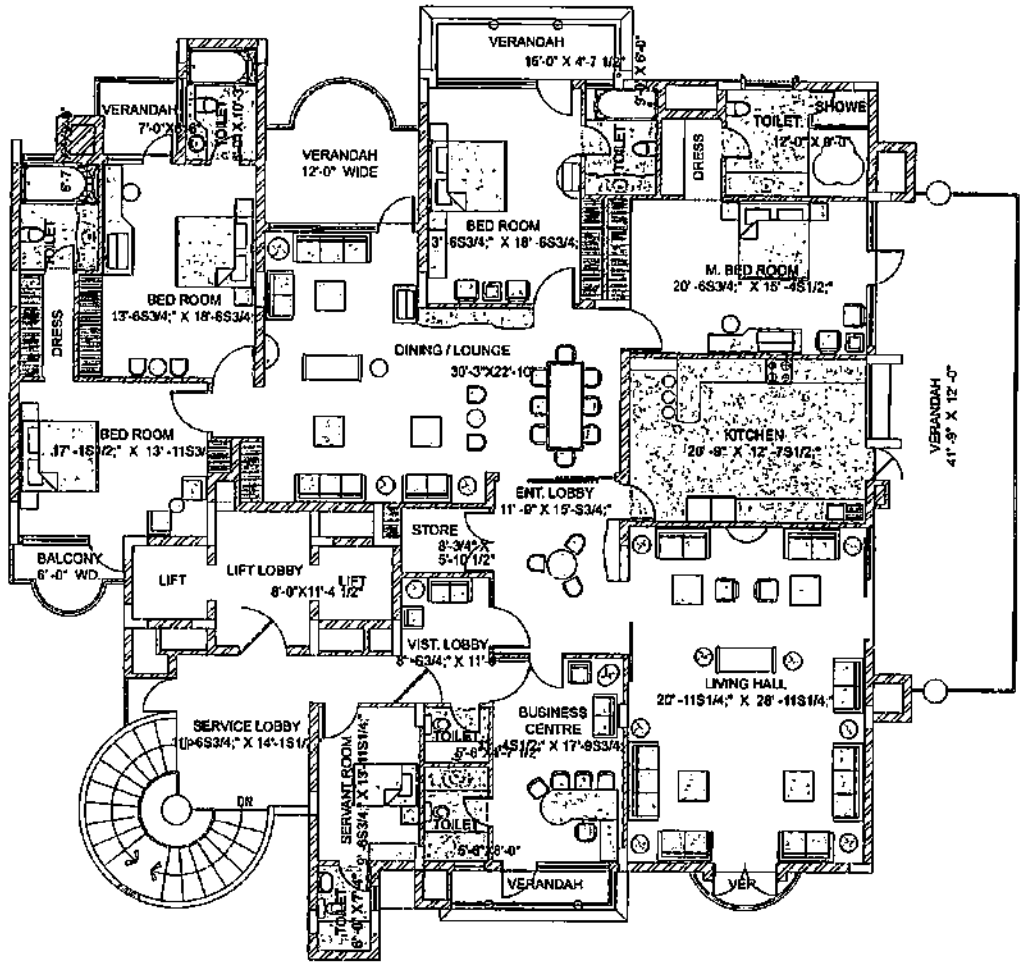
10
Block- I
Super Area - 3222 SFT

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ANNEXURE – VI

Tentative Typical Apartment Plans

THREE BED ROOM



11

Block- J

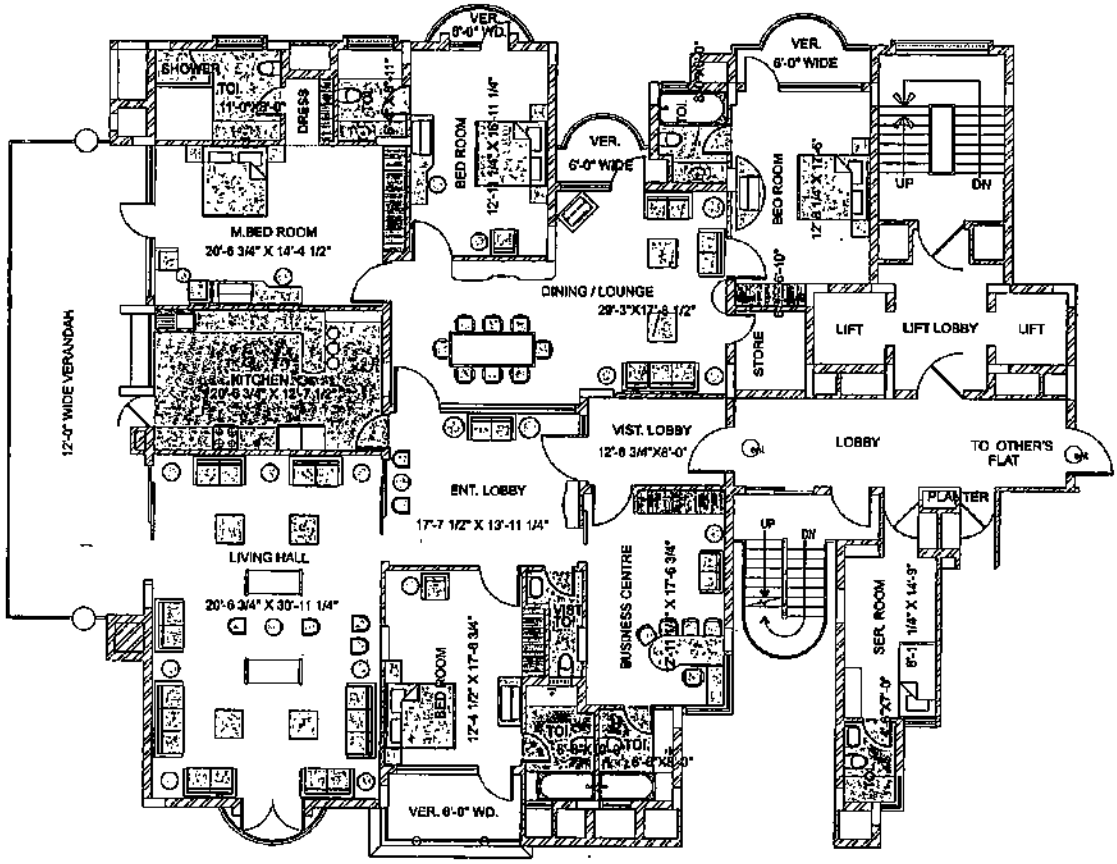
Super Area - 5730 SFT

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ANNEXURE – VI

FIVE BED ROOM

Tentative Typical Apartment Plans



12

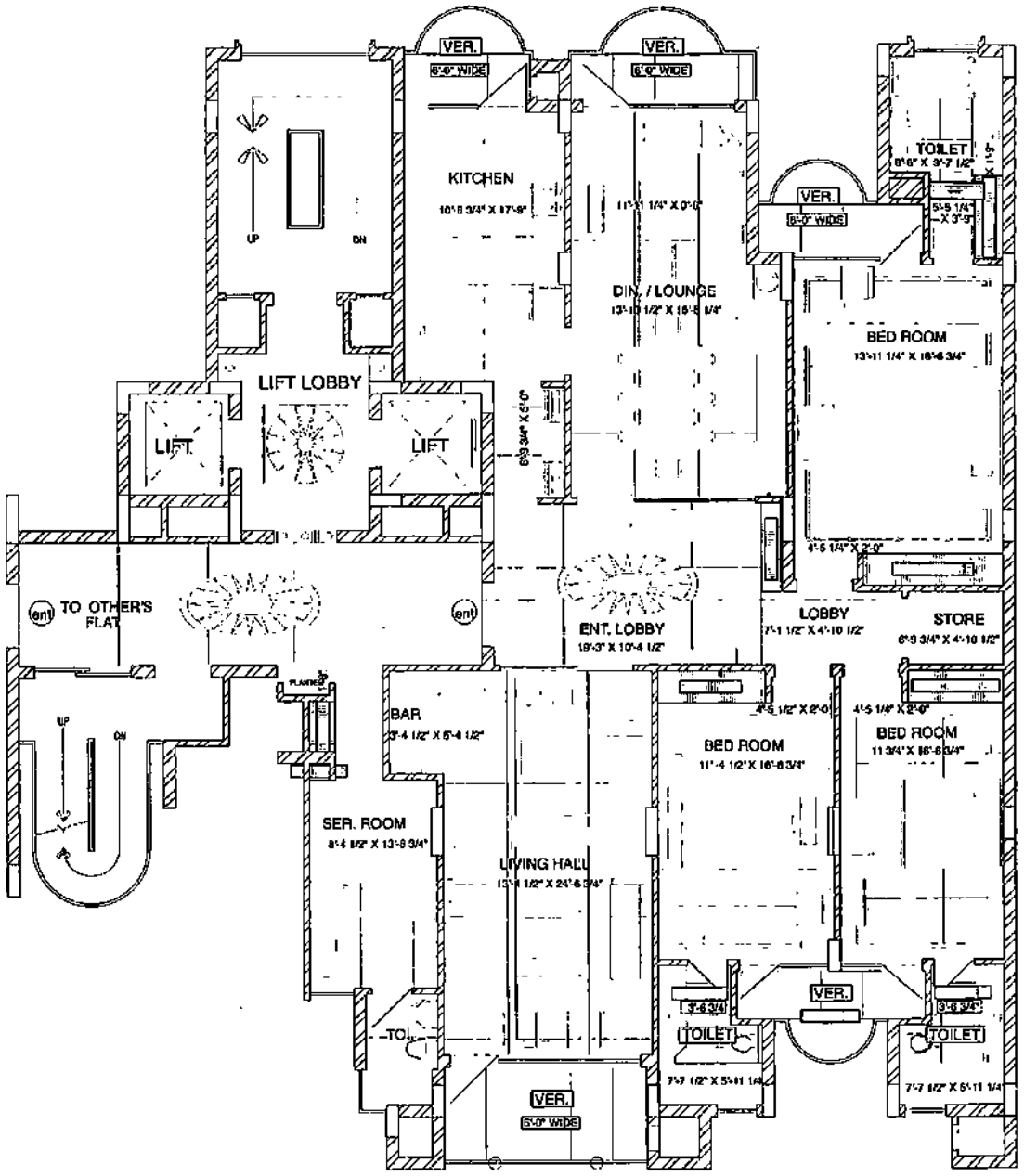
Block- K
Super Area - 5374 SFT

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ANNEXURE – VI

Tentative Typical Apartment Plans

THREE BED ROOM



13

Block- K
Super Area - 3226 SFT

"TRUE COPY"

ANNEXURE – VI

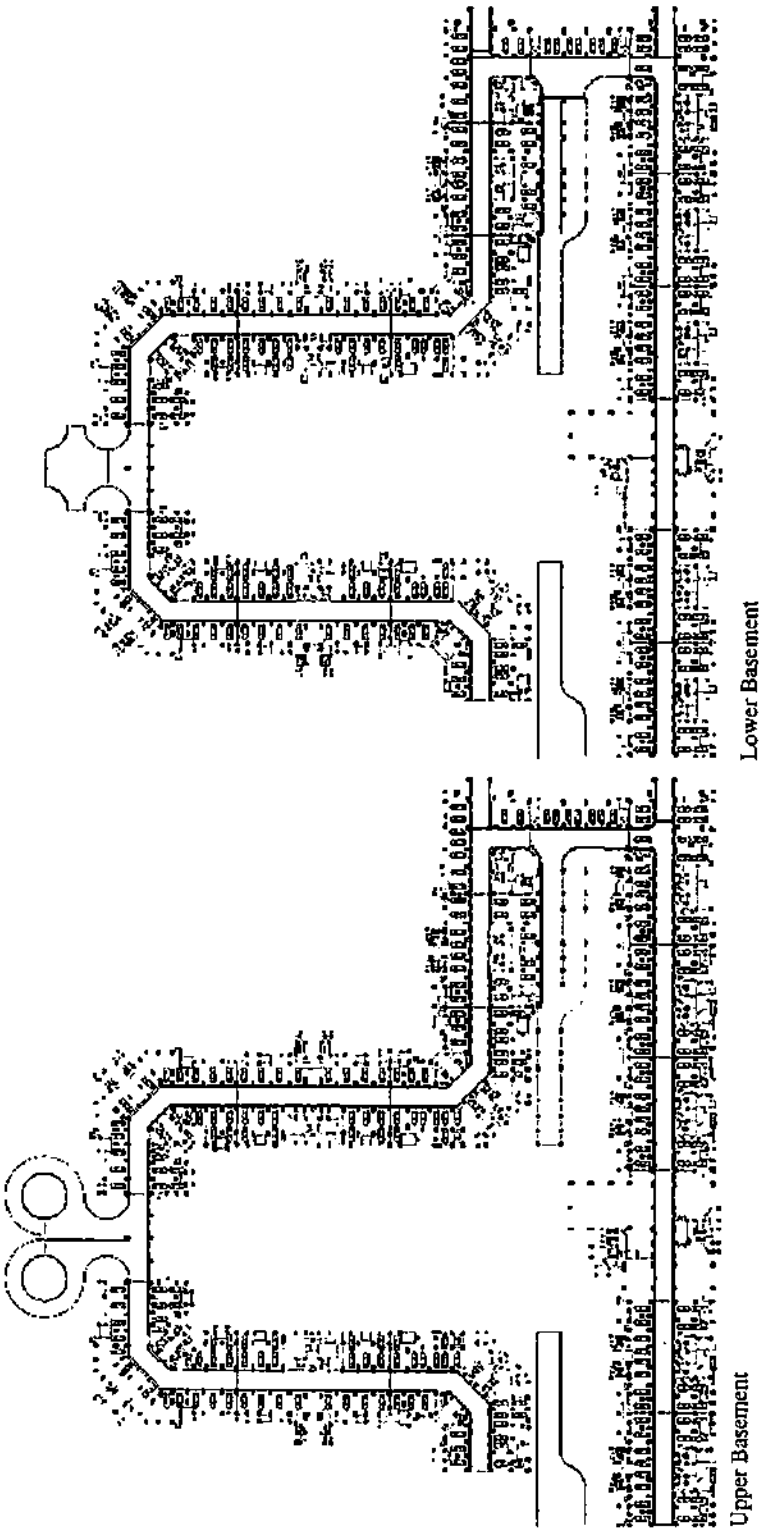
"TRUE COPY"

ANNEXURE – VI

"TRUE COPY"

ANNEXURE – VI

PARKING LAYOUT PLAN



NOT TO SCALE

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ANNEXURE-VII

This Draft Tripartite Maintenance Agreement is tentative and the company reserves the sole right, at the time of final execution of the Tripartite Maintenance Agreement, to amend/change/modify the terms and conditions contained in the Draft Tripartite Maintenance Agreement in any manner whatsoever as the company may in its sole discretion deem fit. The present Draft of Tripartite Maintenance Agreement needs to be signed by the Apartment Allottee to indicate his/her consent to the terms and conditions as contained herein.

DRAFT
TRIPARTITE MAINTENANCE AGREEMENT

This Agreement made on this day _____ of _____

BETWEEN

M/s **HLF Enterprises Pvt. Ltd.**, a Company registered under the Companies Act, 1956 having its registered office at L-4, Green Park Extension, New Delhi-110016 (hereinafter called "the Company") which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its nominees, administrators, legal representatives, successors and assigns through its authorised signatory Mr. _____, of the **First Part.**

AND

M/s Ambience Property Management Services Pvt. Ltd. (previously named as M/s Ambience Developers Pvt. Ltd.) a Company incorporated under the Companies Act, 1956 having its Registered Office at L-4, Green Park Extension, New Delhi-110016 through its authorised signatory Mr. _____ (hereinafter referred to as **"APMS"**) which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its nominees, administrators, legal representatives, successors and assigns of the **Second Part.**

AND

Mr./Ms/_____S/o/D/oW/o_____R/o_____

_____

Mr./Ms/_____S/o/D/oW/o_____R/o_____

_____

Mr./Ms/_____S/o/D/oW/o_____R/o_____

_____

(hereinafter referred to as **"the User"**)which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, exeutors, administrators and legal representatives) of the **Third Part.**

WHEREAS the User has executed an Apartment Buyers Agreement dt. _____ (hereinafter referred to as the **"Said Agreement"**) for the purchase of a residential Apartment No. _____ on _____ in Wing No. _____ Building No. _____ having a super area of approximately _____ sq. mtrs. or _____ sq.ft. (hereinafter referred to as the **"Said Apartment"**) in the multi storeyed residential building complex named as **"Lagoon"** (hereinafter referred to as the **"Said Complex"**) constructed on a plot of land licenced for group housing by the Director, Town & Country Planning, Chandigarh (hereinafter referred to as the **"Said Plot"**).

AND WHEREAS the said Agreement executed by the User contained a stipulation vide Clause No. 14.1 for the provision of Maintenance Services by APMS or its nominees and assigns, and payment of maintenance charges by the User to the Company.

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AND WHEREAS the user has agreed vide Clause No. 14.2 of the said Agreement to deposit and keep deposited with the company an Interest Bearing Maintenance Security (for short IBMS) @ Rs.50/- per square foot of the super area of the Said Apartment which shall carry simple interest @ 12% per annum and which shall be adjusted/refunded in a manner as provided in the Said Agreement.

AND WHEREAS the Company, in order to provide necessary maintenance services, dedicated focus and transparency with proper accounting and audit procedure, shall, upon completion of the Said Building/Said Complex, hand over the maintenance of the Said Building/Said Complex to APMS or its nominees and assigns.

AND WHEREAS APMS or its nominees and assigns shall provide the maintenance services, raise bills directly on the User and collect payments thereof and to do all such acts, deeds etc. as may be necessary to provide maintenance services.

AND WHEREAS the User has approached APMS with a request to provide maintenance services and on the assurances that the User shall abide by the terms and conditions of this Agreement and shall promptly pay the bills raised by the APMS, both the parties have now decided to execute this Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSTH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :

1. DURATION OF MAINTENANCE AGREEMENT :

The APMS shall provide maintenance services as per the scope of maintenance services as set out in Clause (2) hereinafter initially for a period of three years from the date of execution of this agreement to be renewed automatically for further terms of three years each on mutually agreed terms and conditions between the parties, unless otherwise these are earlier handed over by the Company to any other Nominee or other Body Corporate or to Association or Society of Apartment owners, under intimation to all occupants of the Said Complex.

2. SCOPE OF TOTAL MAINTENANCE SERVICES

Total Maintenance Services" shall mean and include the following services (inclusive of generaland administrative overheads (including salaries, wages etc.)) required and necessary for this purpose :-

(a) Operation and maintenance of all equipments including sub-station(s) connected with the supply of electrical energy to all Occupants including the User, of the said Complex under bulk electric supply scheme, subject to all terms and conditions of Application to be executed by the User as per Annexure-B APMS shall apply for permission for supply of electrical energy and the permission, which when received, shall be deemed to form a part of this Agreement. The operation and maintenance of bulk supply of electrical energy shall be handled by APMS or if APMS decides, at its sole discretion, by any other company, nominee, agency to whom this work may be handed over by APMS.

(b) Common areas Maintenance Services : These relate to operation and maintenance of common areas, basements, Lifts, fire fighting equipment(s) and other common facilities inside the Said Building.

(c) Operation and Maintenance Services located in the Basement and/or elsewhere : These shall inter-alia relate to operation and maintenance of Basement and services such as electric sub-station(s), pump(s), fire fighting room(s), transformer(s), DG set(s), water tank(s) and other services in the Basement and/or elsewhere in the Said Complex.

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(d) Open area Maintenance Services : These relate to operation and maintenance of open spaces within the boundary wall of the said complex such as maintenance of compound wall, landscaping, electrification of the Said Plot, water supply, sewerage, roads, paths and other services etc. within the boundary wall of the Said Complex.

(e) Township maintenance Service : These charges relate to operation and maintenance of various services including security services in Ambience Island in which the Said Building/Said Complex is located.

(f) Security services for the common area and the basement in the Said Complex.

(g) Insurance of the Said Complex/building structure/Common Equipment in the said Complex (however, APMS shall not be responsible for the insurance of interiors of the Said Apartment).

(h) Any other service as may be required as exclusive service by the User or as services by the User along with other occupants including but not limited to reserved open/covered car parking spaces and as may be required from time to time.

It is clarified by APMS and understood by the User that the entire overheads including salaries and wages etc. shall form a part of the above services wherever directly allocable with general overheads and administrative costs being separately included and charged. It is further clarified that cost of any services thereto included in overheads shall pro-rata be included and charged. It is further clarified that cost of any services thereto included in overheads shall pro-rate be included in the above computation to the extent required and necessary for the performance of total maintenance services. The total maintenance services shall be provided in terms of the Said Agreement and this Agreement shall be read in consonance and not in derogation of the Said Agreement.

3. DEFINITION AND COMPUTATION OF MAINTENACE CHARGES

The maintenance charges shall be defined and computed in the manner provided hereinbelow :

(i) The Maintenance charges shall be computed by taking into account the entire cost incurred by APMS or its nominees and assigns for rendering total maintenance services including the cost of electrical energy paid by APMS to Haryana Vidyut Prasaran Nigam Limited (HVPN) and/or the cost of operating (including fuel etc.) and maintaining standby DG Set(s) and deducting therefrom actual receipts from billing of electrical energy to all the occupants of the Said Complex on account of electrical energy consumed inside their respective Said Apartment. The resultant net expenditure shall be treated as Total Maintenance Charges and billed to individual occupants in proportion to the super area of their respective Premises. It is clarified and understood by both parties that total maintenance charges inclusive of cost incurred in arranging electrical energy from HVPN and/or from standby DG Set(s) net of the receipts from bills paid by the occupants shall have automatically and accurately reflected the net income or loss incurred with regard to bulk supply of electrical energy in the hands of AMPS or its nominees and assigns.

ii) AMPS shall bill for the consumption of electrical energy inside the Said Apartment based on number of units consumed as indicated by t he meter(s) installed in the Said Apartment at pre-determined rates which for the want of a more suitable standard/rate shall correspond to the rates charged by HVPN to its direct consumers falling in the schedule of tariff as applicable from time to time to the Said Apartment as if the electrical energy was directly supplied by HVPN. The bill shall also include meter hire charges and a minimum demand charge if the consumption falls below the minimum demand as per applicable schedule of tariff and charges from time to time (form of schedule of tariff set out in Annexure-C). The bill for consumption of electrical energy, as indicated above, shall be billed along with the bill for total maintenance charges.

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iii) The cost of insuring the Said Complex/building structure shall be recovered from the user as a part of total maintenance charges. The user shall not do or permit to be done any act or thing which may render void or voidable insurance of any Premises or any part of the Said Complex or cause increased premium to be payable in respect thereof. However, The User shall solely be responsible for insuring contents of the Said Premises and the APMS accepts no responsibility in this regard.

iv) APMS shall bill the actual costs incurred for provision of additional/specific services as may be exclusively required by the user who shall also pay the additional interest free security and other deposits as may be charged by APMS or its nominees or assigns. These specific/additional services shall be solely to the account of the User or if a number of Occupants use the same services then it shall be billed on pro-rata basis as determined by APMS.

v) At the end of each financial year, APMS shall get its accounts audited and the expenses incurred would form basis of estimate for billing in the subsequent financial year. If there is any surplus/deficit arising at the end of the financial year after audit, the same shall be adjusted in the bills raised in the subsequent financial year and accordingly the amount may be refunded/recovered from the subsequent bills to the User.

vi) APMS reserves absolute right to increase, revise, modify charges for any of the service(s) to ensure provision of necessary maintenance services which shall be charged only at the actual cost.

vii) For the sake of clarity, the calculation of maintenance charges to be billed to the User shall be determined by the following formula :

			Amount (In Rs.)
	(I)	Cost of Total maintenance services provided by APMS	(A)
Add	(ii)	Total cost of electrical energy (as determined by the bill paid to HVPN by APMS and the cost of operation and maintenance of DG Set(s) including fuel etc.)	(B)
Less	(iii)	Receipts by APMS from the occupants in respect of electricity bills paid by them for consumption of electrical energy inside their premises based on meter reading every month as per clause 3(ii).	(C)
Add/Less	(iv)	Cost of any maintenance service exclusively rendered/ borne by the any Occupant(s)	(D)

The resultant total shall be divided by the total super area of the Said Complex to arrive at total maintenance charges per sq.ft. of the super area which shall be multiplied by the total super area of the said apartment to arrive at the total maintenance charges to be paid by the individual user.

(1) Total Maintenance Charges per Sq. ft. $= \dfrac{A+D-C \pm D}{\text{Total Super Area}}$

(2) Total Maintenance Charges to be paid by individual user = Total Maintenance charges per sq.ft. of super area multiplied by total super area of the said apartment.

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4. Procedure of billing and payment of Maintenance Charges.

i) APMS shall bill the Maintenance Charges to the User monthly, in advance. However, supply of electrical energy inside the Said Apartment shall be billed on the basis of actual consumption based on meter reading of the previous month and billed in the beginning of the month. The maintenance charges, other than consumption of electrical energy in the Said Premises shall be payable by the User on pro-rata basis as determined by APMS. The charges for any exclusive maintenance services, as may be specially required and provided to the User, shall be billed and payable by the User alone.

ii) There shall be one consolidated bill for the Maintenance charges which shall contain separate heads for cost of maintenance services and electrical energy consumption. The User shall pay in full the maintenance bill presented to it and APMS shall not accept any part payment of any Bill raised on the User.

iii) The User undertakes to pay the bills without any reminders from the APMS on or before the due date indicated in the bill.

iv) APMS shall charge interest at the rate of 24% p.a. for the period of delay in payment after due date.

v) All payments shall be made by the User through Crossed Cheque/Demand Draft only drawn in favour of the Ambience Property Management Services Private Limited, payable at Gurgaon/Delhi/New Delhi and shall be subject to realisation.

vi) Without prejudice to and notwithstanding to the right of APMS to charge interest for the period of delay in payment of a bill by due date, in case the User fails to pay the bill on or before seven days of the due date indicated in the bill, then the bill will be deemed to be a notice and the electric supply to the premises and the maintenance services to the User shall, without prejudice to the right of the APMS to recover charges as in the bill, be disconnected after the expiry of seven days of the due date mentioned in the bill without any notice to the User. The supply shall not be reconnected unless and until the amount shown in the bill together with interest at the rate of 24% p.a. for the period of delay and all other connected expenses incurred/to be incurred by the APMS in cutting off and reconnecting the electric supply and maintenance services demanded by APMS is paid by the User. The bill shall be treated as notice for disconnection in the event of non payment by APMS notwithstanding the inclusion of any part of the charges in the bill under default being included in the subsequent bills sent by the APMS.

vii) The payment of bill shall not be held up/delayed if there are any differences or disputes as to its accuracy. Any difference or disputes regarding accuracy of the bill shall be separately settled as provided in Clause (16) below.

viii) All returned/dishonoured cheques shall be subject to legal action under the provision of Negotiable Instrument Act, 1988 or any modification thereof apart from civil action for recovery of the amount. APMS shall be entitled to re cover bank charges in addition to bill amount, interest at the rate of 24% p.a. and other charges as provided in this Agreement in case of dishonoured cheques.

5. RIGHT TO USE OF MAINTENANCE SERVICES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES BILL:

The user agrees that its right to use the common facilities including supply of electrical energy, shall be subject to regular and prompt payment of Maintenance Charges as billed by APMS. If maintenance charges or any part thereof is not paid regularly, the User agrees that it shall lose the its right to use any of the common facilities including right to receive electrical energy inside the Said Apartment, but so long as the maintenance charges (all

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payment envisaged under these presents) are regularly paid, and all the covenants herein are observed, the right to the User to use such common facilities shall be granted by APMS or its nominees and assigns.

6. APPLICATION FOR SUPPLY OF ELECTRICAL ENERGY TO FORM PART OF THIS AGREEMENT

APMS or nominees shall apply for permission from the Haryana Vidyut Prasaran Nigam (HVPN) to receive bulk supply of electric energy and to distribute it to the Said Complex. APMS intends to undertake the responsibility of receiving in bulk the supply of energy from HVPN and to supplement it by own generation and distribute the electricity to the various occupants of the Said Complex in terms of their application for supply of electrical energy (Annexure-B). APMS shall supply electrical energy as a part of its total maintenance services and not as a separate function. The right of the User to receive the supply of electrical energy shall be subject to payment of maintenance charges billed by APMC and performance of all covenants of this Agreement. If the maintenance charges are not paid regularly by the User, it shall have no right to avail the maintenance services including the supply of electrical energy provided by APMS. The User agrees that in case of non-payment of any portion of maintenance bill in respect of any of the maintenance services provided by APMS, the User shall be liable for disconnection of all or any of the maintenance services including supply of electrical energy of the Said Apartment. However, so long as the maintenance charges are paid and the covenants of this Agreement are observed the right of the User to avail of the maintenance services including the supply of electrical energy shall continue.

7. LIMIT ON THE RESPONSIBILITY OF APMS

i) APMS makes it clear to the User that the provision of maintenance services shall be done by APMS or its nominees and assigns through various outside agencies under separate Agreements to be entered into with them. APMS's responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in confirmity with the Agreement executed by them and to change an agency if its performance is not upto the desired standards. APMS accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the maintenance services. Similarly, APMS'S role and responsibility for the supply of electrical energy to the User shall be limited to receiving the supply of energy from HVPN in bulk and to distribute it to the User in terms of its Application (Annexure-B). APMS is a mere distributing agency on behalf of HVPN and would have no power or control on the quality/quantity or any other specifications with respect to the electrical energy supplied by HVPN and, therefore, it shall accept no responsibility whatsoever and shall not be liable for any action, damages whatsoever for any failure on the part of HVPN to supply electrical energy to APMS /the User.

ii) APMS shall is no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the Said Apartment which may arise due to lapse, default, negligence of the User or due to electrical devices installed in the Said Apartment. The hazards aforesaid originating from the Said Apartment shall not impose any kind of legal or financial liability on APMS and the User agrees to keep APMS indemnified and harmless against any loss or damage that may be caused to APMS in this regard. The User shall ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the Said Apartment or externally, shall not pose any fire, electrical, structural, pollution and health hazard for which the User shall solely be responsible for all legal and financial consequences arising thereon.

GENERAL

8. All costs, charges and expenses payable on or in respect of this agreement and on all other instruments and deeds to be executed, if any, pursuant to this agreement, including stamp duty on this agreement, legal fees, if any, shall be borne and paid solely by the User.

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9. APMS shall retain the original of this agreement and the User shall be provided with a duplicate certified copy thereof.

10. The failure of APMS to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be waiver of any provision(s) or of the right thereafter to enforce any or each and every provision(s) of this Agreement.

11. If the provision of this agreement shall be determined to be void or enforceable under any law such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this agreement shall remain valid and enforceable.

12. This agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussions/correspondence and agreements between the parties, if any, concerning the matters covered herein whether written, oral or implied. However, it is understood by parties that the terms of this Agreement shall be read in consonance and not in derogation of the Said Agreement. This agreement shall not be changed or modified except in writing and signed by the parties thereof.

13. Any notice, letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by registered post.

14. APMS or its nominees and assigns shall not be held responsible or liable for not performing its obligations under this Agreement due to force majeure conditions or for reasons beyond the control of APMS or its nominees and assigns. Force majeure conditions shall inter-alia include strikes, lock-outs, enemy action, floods, earthquake, non-availability of supply etc.

15. That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising thereunder in respect of the Said Apartment shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the User and/or subsequent purchasers of the Said Apartment, as the said obligations go alongwith the Said Apartment for all intents and purposes.

16. **Arbitration** : Excepting the cases of theft/pilferage of electric energy or interference with meter etc. (which are inter-alia offenses) and only after the Bill amount payable are paid to APMS; in the event of any differences or disputes arising between the APMS and the User in respect of any matter connected with the accuracy of Bills, supply of services or interpretation of any of these terms and conditions which cannot be determined amicably or settled through an agreement between the APMS and the User, the matter shall be referred to arbitration of Sole Arbitrator appointed by APMS. Reference to and pendency of arbitration shall be without prejudice to the right of the APMS to effect recovery of its dues. The decision of Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be held at Gurgaon alone and shall be in accordance with the Arbitration and Conciliation Act, 1996. The Courts at Gurgaon alone and/or High Court at Chandigarh alone shall have the jurisdiction for all matters of dispute arising out of or touching and/or covering this transaction.

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IN WITNESS WHEREOF the parties have set their hands to this Agreement at Gurgaon on the day of the year first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Apartment Allottee(s) :

(1) _____

(2) _____

(3) _____

at _____ on _____ in the presence of :

WITNESSES

1. Signature _____
   Name _____
   Address _____
   _____

2. Signature _____
   Name _____
   Address _____
   _____

"TRUE COPY"

SIGNED AND DELIVERED by the within named Company Ambience Property Management Services Pvt. Limited at _____ on _____ in the presence of:

FOR AND ON BEHALF OF
AMBIENCE PROPERTY MANAGEMENT SERVICES PVT. LTD.

_____
AUTHORISED SIGNATORY

WITNESSES

1. Signature _____

   Name _____

   Address _____

   _____

2. Signature _____

   Name _____

   Address _____

   _____

ANNEXURES

1.	Annexure -A	Site Plan
2.	Annexure-B	Application for supply of Electrical Energy
3.	Annexure-C	Schedule of Tariff and Charges

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ANNEXURE –A

NOT TO SCALE

55

ANNEXURE-B

AMBIENCE PROPERTY MANAGEMENT SERVICES PRIVATE LIMITED

APPLICATION FOR SUPPLY OF ELECTRICAL ENERGY

NO :
DATE :
CONNECTION NO :

To
The Manager
Ambience Property Management Private Limited
Ambience Island Complex, NH-8, Gurgaon

I/We hereby agree to take from the Ambience Property Management Services Pvt. Ltd., (hereinafter called APMS) at the said Apartment, supply of Electrical Energy not exceeding the connected load/contract demand of my/our installation as below. I/We hereby further agree to pay for the said supply in accordance with the relevant tariff as may be due by me/ us to APMS from time to time at rates and charges laid down in the Schedule of tariff, prescribed by APMS. I/we will, when required by APMS to do so lodge with their office a security deposit (and charges towards the cost of meter as required by APMS) as mentioned in Schedule of tariff. I/we hereby declare that the Terms and Conditions of supply of Electrical Energy including Schedule of tariff as stated in this Application, have been signed and understood by me/us and I/we agree to be bound by them strictly in accordance with these Terms and Conditions, which form an integral part of this Application.

Schedule of Energy Electrical Load

Type of Load	Quantity	Wattage Each	Total Watts
Light Points			
Fan Points			
Light Plug Points			
Power Plug points			
Air Conditions			
Room Coolers			
Water Heaters			
Heating Equipments			
Motors			
Refrigeration			
Others			

Total connected load _____ KW.
Contract Demand Load – Not to exceed _____ KW.
Supply required of 3 phases/single phase _____

_____
Signature of applicant
(Name and Address

For Use of APMS

Contract of supply is _____ KW subject to Terms and Conditions and Schedule of Tariff accepted on behalf of AMBIENCE PROPERTY MANAGEMENT SERVICES PVT. LTD.

AUTHORISED SIGNATORY

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TERMS AND CONDITIONS OF SUPPLY OF ELECTRICAL ENERGY :-

Ambience Property Management Services Pvt. Ltd. (hereinafter referred to as "AMPS") upon having obtained bulk power supply from the Haryana Vidyut Parsaran Nigam (hereinafter referred to "HVPN") or any other government agency, and also having standby captive generator sets as well as the operational & maintenance responsibility agency of the electrical system, hereby agrees to supply/redistribute the electrical energy to Mr./Mrs./Ms._____ (hereinafter referred to as "the user") based on the following terms and conditions :-

1. Definitions:-

(a) The "Act" means the Indian Electricity Act, 1910 as amended from time to time.

(b) The User means _____

(c) AMPS means the Ambience Property Management Services Pvt. Ltd., being the distributing agency and its nominees, assignees, administrators, successors etc.

(d) Connected load means the sum of the rated capacities of all the energy consuming apparatus in the User's installation.

(e) Contract demand means the maximum demand load projected by the User at the time of Application.

(f) Electrical energy charges shall mean charges for total energy consumed by the User whether supplied from HVPN source or through standby DG set(s) etc. and is applicable to the units consumed by the User in any month.

(g) HVPN shall mean Haryana Vidyut Prasaran Nigam Limited

(h) A month shall mean a Calendar month.

(i) Supply Act shall mean The Electricity (Supply) Act, 1948 as amended from time to time.

(j) The Said Apartment shall mean Apartment No. _____ Located in Wing_____ floor No. _____Building No. _____ in Lagoon Complex, Ambiance Island, NH-8, Gurgaon, Haryana.

(k) The Rules shall mean the Indian Electricity Rules, 1956 as amended from time to time.

2. Acceptance of Application:

(a) After the application is accepted by APMS, the User shall pay a Security Deposit as may be demanded by APMS which shall correspond to the deposit paid/payable to HVPN by APMS. The User also undertakes to make deposit towards hire of the electricity meter to be provided by APMS.

(b) As APMS shall, on behalf of the occupants of the Said Complex, including the User, apply for permission to distribute the electrical energy to the Said Apartment/Said Complex/Said Plot, the User in pursuance to the requirements of HVPN and that of this Application undertakes not to apply to HVPN directly for supply of any electrical energy at the Said Apartment.

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3. Point of Supply:

APMS shall give supply of energy to the User at one point as APMS may decide and the switch board and meters etc. on the User's premises for the reception of APMS supply shall be erected by APMS. The User undertakes to pay on demand to APMS installation charges, testing charges, meter hire charges as set out in the schedule of tariff annexed to this Agreement. All the installations of APMS shall be maintained in good condition by the User.

4. Approval of Consumer's installation:

Before any wiring apparatus connected to APMS supply lines, the same shall be subjected to the inspection and approval by APMS's representative and no connection shall be made from APMS's supply line by any person other authorised personnel of APMS.

5. Wiring Conditions :

(a) The wiring and apparatus comprising the User's installation must always be in good order and condition, so as not to affect injuriously APMS work or the use of electrical energy by other consumers.

(b) The wiring shall conform to the provisions of Indian Electricity Rules, 1956 and the relevant ISI code and the requirement of the particular Fire Insurance Company with which the Said Complex or Said Apartment may be insured, and with such wiring regulations of APMS as may be in force from time to time.

(c) The User must in all cases provide linked quick break main switches and a main fuse on each pole other than the earthed neutral which must be placed within three feet of APMS's meter or in such other position as shall be approved by APMS.

(d) No addition/alteration in the Electric Installation Work, no addition of load other than contracted upon shall be carried out by the User without the knowledge of APMS. The User cannot connect or sub-let the load, or permit connection from its sanctioned supply to any other Premises.

6. Extension to the User's Installation:

In the event of any unauthorised extension to the installation or of any unauthorised increase in contracted demand or sub-letting by the User, APMS shall be entitled to disconnect the supply to the User's premises from APMS's system and in the event of any damage to APMS's system resulting from such unauthorised extensions, the User shall pay to APMS all expenses on account of and connected with such damage as determined by APMS.

7. Defects in the User's Installation:

In the event of any defects being discovered in the User's wiring or apparatus connected to APMS's supply lines or of any earth or leakage occurring on any section of the circuits so connected, the User, in the absence of any of APMS's authorised employees, shall immediately disconnect such part of the wiring or apparatus from the circuit and notify APMS. APMS shall reserve the right to disconnect at any time such sections from its supply systems.

8. Meters :

(a) A correct meter shall be installed, sealed, maintained by APMS at each point of the supply at the premises of the User, and shall remain the property of APMS so long as the Contract of supply subsists. APMS reserves to itself the right to fix the position of the said meter.

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(b) The said meter shall not be connected, disconnected or unsealed by any person other than APMS's authorised employees. The User shall ensure that no meter seal is broken otherwise than by a representative of APMS.

(c) The authorised employee of APMS shall at all reasonable time have access to and be at liberty to read, inspect, test and if considered necessary remove the meter for testing etc.

(d) Should the User require the said meter to be removed, it shall give notice to that effect in writing to APMS, which may comply with such notice subject to the User paying the charges prescribed in advance.

(a) Should the User dispute the accuracy of the said meter, it may upon giving notice in writing to APMS and paying in advance a prescribed fee, cause a test of the meter to be made by APMS and if on such test being made the meter should prove to be not correct APMS may adjust the User's account as may be considered appropriate with retrospective effect for a period not exceeding six months immediately preceding the date of such test or the date of removal of such a meter for purpose of test. Should the meter prove to be correct as prescribed by the Rules under the Act, the amount paid by the User for the test will stand forfeited.

(f) Should APMS at any time, detect the meter at the Said Apartment to be incorrect, APMS shall cause a test of the said meter carried out, and should the meter prove to be not correct, the User's account will be adjusted, as described in sub-clause (e) above.

(g) Subject to the provisions of sub-clause (e) and (f) above the supply taken by the User as measured by the said meter shall be binding on the User.

(h) Should APMS at any time detect the meter at a consumers premises to be in-operative (or the User so informs APMS) it shall be replaced with a correct meter. The electricity supplied to the User during the period in which the said meter had ceased to function shall be determined by taking average consumption of the last three months preceding the period in which the meter had ceased to function, or the average of the corresponding months of the preceding year, whichever is higher.

Provided that if the said meter ceased to function within the first three months of commencement or resumption of supply, the averages of the electricity supplied during the three months subsequent to the replacement of the said meter by a correct meter shall be taken as the basis of billing.

9. Liability of the user for damage to APMS's Apparatus :

The User shall be solely responsible as determined by APMS for any loss or damage, to any supply lines, main fuses, meters and/or other apparatus belonging to APMS on the premises of the User, whether caused maliciously or through culpable negligence or default on the part of the User.

10. Prejudicial Use of Supply :

(a) The User shall not keep connected to APMS supply system any system any apparatus which APMS may deem to be likely to interfere with or affecting injuriously APMS's supply to other consumers.

(b) The User shall not keep unbalanced the loading on the three phases of the supply taken from APMS, the maximum permissible difference in current between any two phases being five per cent.

(c) The User shall not make such use of the supply given by APMS as to interfere with the safety or efficient working of APMS's supply lines or other works, or to act prejudicially to APMS in any manner whatsoever.

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11. Discontinuance of Supply :

(a) APMS reserves the right to discontinue supply to a consumer by given seven (7) days notice in writing if the User defaults in making payment on due date, amount as stated in the bill or there are reasons to believe that the User is contravening any of the provisions of the Act or of these conditions of supply or is committing a breach of this Agreement.

(b) Theft of Energy : In case any representative of APMS detects any theft/pilferage of electrical energy on the premises or any premises of the User, its connection is liable to be disconnected immediately without any notice.

(c) APMS is providing the User various maintenance services, inter alia street lights, lifts, water supply, generator sets etc. which do require and depend on electricity for its operation and maintenance. Moreover, the electric connection provided in the Said Apartment is possible and maintained when the electrical installation/system are maintained well by APMS. For maintenance services APMS raises separate charges every month in addition to electricity consumption charges in the Said Apartment and both form a part of total maintenance services bill. Failure to pay amount of such maintenance services bill within seven days of the notice in writing after the due date as notified in the bill will entitle APMS to disconnect the electricity supply to the Said Apartment under this Agreement.

12. Failure of Supply :

APMS shall not be liable for any claims for loss, damage or compensation, whatsoever, arising out of failure or shortage in supply is due either directly or indirectly to war, mutiny, civil commotion, riot, strike, lock-out, fire, flood, tempest, lightening earthquake or other force majeure conditions or occurrence beyond the control of APMS or inadequate or low quality of supply from HVPN to APMS.

13. Security Deposit :

Before commencement of supply of electrical energy to the Said Apartment, the User shall be liable to pay to APMS Interest-free Security Deposits, Meter Hire Charges and other charges as set out in Annexure-C to this Agreement.

The User agrees to pay/reimburse to APMS further deposits as may be demanded by HVPN from APMS under the Bulk-Supply Scheme applicable to the Said Plot/Said Complex.

The User agrees that it shall pay on demand such Security Deposits as may be demanded by APMS if the User habitually defaults in the payment of its bills.

14. Bills :

APMS shall render bill to the User monthly, which shall be payable on or before the due date as mentioned in the Bill.

If the bill is not paid in full on due date and seven days thereafter, the user shall render itself to have the Said Apartment disconnected by APMS without prejudice to APMS right to recover the amount of the bill as arrears. After payment, the objection, if any, with regard to the accuracy of the bill shall be made in writing to APMS and the amount of such bill paid under protest within the aforesaid period will be regarded as advance to the credit of

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the User's account until such time the objection is settled through arbitration process. Should the Premises be so disconnected, the connection shall not be restored by APMS, until full settlement shall have been made by the User for all outstanding dues including interest for delay, Security Deposit (if same was earlier adjusted) & the charges for reconnection of supply as may be prescribed.

15. Right of APMS to nominate/assign/entrust the Work of Supply of Electrical Energy :

The User agrees that it shall not object if APMS at any time, in its sole discretion hands over/nominates/assigns/ entrusts the work of Supply of electrical energy to such nominee/assignee, other body corporate, agency, Association/ Society of occupants etc. as it may in its sole discretion deem fit and in that event this Agreement shall continue to be valid and enforceable between the nominee/assignee, other body corporate, agency, society of occupants etc. and the User.

16. Interpretation :

The conditions of supply shall be subject to this Agreement, Tripartite Maintenance Agreement, the Act and the Supply Act. However, nothing in these terms and conditions shall abridge or prejudice the rights of the parties as may be available under any law in force in India.

17. Schedule of Tariff & Charges and Right of APMS to Revise the Schedule of Tariff and Charges :

The Schedule of Tariff and Charges for supply of electrical energy is enclosed as Annexure-C. APMS reserves the right at any time to amend, cancel or add to any of these Schedule & Conditions based on revision of tariff and condition of supply between HVPN & APMS.

18. Access to Consumer Premises :

The duly authorized employee of APMS shall be entitled to enter the premises of the User at all reasonable time for the purpose of inspection and getting the User's installation inspected and testing any apparatus belonging to APMS on the User's premises or for doing all necessary or incidental work for giving or maintaining supply to the User.

19. Assignment or Transfer of Agreement :

The User shall not without previous consent in writing of APMS assign, transfer in whole or part the benefit of this Agreement with APMS nor shall the User in any manner part with or create any partial interest thereunder or sublet the same.

20. Service of Notice :

(a) Any notice by APMS to the User shall be deemed to be duly given, served in writing addressed to the User delivered by hand at, or sent by registered post to the address specified in this Agreement or as subsequently notified to APMS.

(b) Any notice by the User to APMS shall be deemed to be duly given if served in writing addressed to APMS and delivered by hand at or sent by registered post to the registered office of APMS.

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21. Disputes :

Excepting the cases of theft/pilferage of electric energy or interference with Meter etc., which are inter alia offences in the event of any differences or disputes arising between APMS and the User in respect of any matter connected with the supply or interpretation of any of these terms and conditions which cannot be determined amicably, or settled through an Agreement between APMS and the User and in the event of any differences or disputes which is not resolved between APMS and the User, the matter shall be referred to arbitration of Sole Arbitrator nominated by APMS. Reference to arbitration shall be without prejudice to the right of APMS to effect recovery of the arrears of dues (through disconnection of supply or otherwise). The decision of Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be held at the office of the company in Ambience Island, NH-8, Gurgaon alone and shall be in accordance with the Arbitration and Conciliation Act, 1996. The Courts at Gurgaon and/or High Court at Chandigarh alone shall have the jurisdiction for all matters of dispute arising out or touching and/or covering this transaction.

IN WITNESS WHEREOF the parties have set their hands to this Agreement at place and on the day, month and the year first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Apartment Allottee(s) :

(1) _____

(2) _____

(3) _____

at _____ on _____ in the presence of :

WITNESSES

1. Signature _____
   Name _____
   Address _____
   _____

2. Signature _____
   Name _____
   Address _____
   _____

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SIGNED AND DELIVERED by the within named Company Ambience Property Management Services Pvt.Ltd. at _____ on _____ in the presence of:

FOR AND ON BEHALF OF
AMBIENCE PROPERTY MANAGEMENT SERVICES PVT. LTD.

_____
AUTHORISED SIGNATORY

WITNESSES:

1. Signature _____

   Name _____

   Address _____

   _____

FOR AND ON BEHALF OF
HLF ENTERPRISES (P) LTD.

2. Signature _____

   Name _____

   Address _____

   _____

_____
(AUTHORISED SIGNATORY)

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ANNEXURE - C

SCHEDULE OF TARIFF AS MAY BE APPLICABLE FOR ELECTRICITY/WATER/GAS CONNECTION

1. ENERGY CHARGES :

(a) For Billing Purpose During the Financial Year (On Prevalent HVPN Charges to direct Consumers).

Current Rate/Unit	Rate	:	Rs. _____
	Elect. Duty	:	Rs. _____
			Rs. _____

2. INTEREST-FREE SECURITY DEPOSIT

	(a)	Service Connection Deposit (Non-refundable)	:	Nil
	(b)	Advance Consumption Deposit (Refundable)	:	Rs. _____ per KW (Electric) Rs. _____ per KL (Water) Rs. _____ per KG (Gas)
*	(c)	Meter Security Deposit	:	Rs. _____ per Meter (Electric) Rs. _____ per Meter (Water) Rs. _____ per Meter (Gas)

3. MINIMUM DEMAND CHARGES : Rs. _____ per KW(Electric) (on Contract Demand)
Rs. _____ per KL (Water)
Rs. _____ per KG (Gas)

4. MISCELLANEOUS :

	(a)	Meter Installation Charges	:	Rs. _____ per Meter
	(b)	Meter Testing Charges	:	Rs. _____ per Meter
	(c)	Re-connection/Disconnection Charges	:	Rs. _____ per Meter
	(d)	Periodic Inspection Charges	:	Rs. _____ per Meter
*	(e)	Meter Hire Charges per month	:	Rs. _____ per Meter

Note :

* Electronic Meters are not provided at present in the Said Apartment. However, if the electronic meters are provided at a later date then the user agrees to pay to APMS the deposit and hire charges as determined by APMS. The user is required to note that the deposit and hire charges of electronic meters will not correspond to HVPN Schedule which pertains to electro-mechanical meters.
* This Schedule of Tariff shall correspond to the Schedule of Tariff of HVPN prevailing on the date of execution of this Agreement. Any amendment, addition, alteration or modification in the Schedule of Tariff of HVPN shall be deemed to be automatically incorporated in this Schedule of Tariff without any notice.
* Cost of the meter shall be recovered from the user in full if it is damaged due to excess power consumption by the user over and above the sanctioned load.

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ANNEXURE-VIII

(To be filled up by Apartment Allottee)

From

.....
.....
.....

To

The Secretary
Lagoon Apartments Owners Association
Lagoon Complex
Ambience Lagoon Complex
NH-8, Gurgaon (Haryana)

Sir,

I have entered into an Agreement with M/s HLF Enterpises Pvt. Ltd. to purchase an Apartment No _____ on _____ Floor in Wing _____ in Building No _____ in Lagoon at Ambience Island. I understand that you have formed an Association of Allottees who have entered into similar agreements to purchase an apartment in Lagoon Island.

Please enroll me as a member of Lagoon Apartment Owners Association and I herewith remit a sum of Rs. 500/- towards entrance fee of the said Association.

Kindly let me know the annual subscription fee to be paid and also let me have a copy of the by-laws of the apartment owners Association.

Kindly keep me informed of the activities of the Association from time to time.

Thanking you.

Yours faithfully,

(_____)
Member

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ANNEXURE-IX

UNDERTAKING

I _____ S/o/D/o/W/o Mr. _____ resident of _____ have been allotted Apartment No _____ on _____ Floor in Wing _____ in Building No _____ in Ambience Lagoon Complex. I understand that M/s _____ (The Maintenance Agency) is entrusted with the task of providing maintenance services to the entire complex including the supply or electricity to all the apartment owners for which purpose the Maintenance agency shall be applying for permission to receive bulk electric supply and distribute it to the various apartment owners. The Maintenance Agency has informed me that they shall be responsible for receiving and supplying the electricity supply in the complex for sanctioning electricity load, for installation of meters, billing and recovery etc. I am agreeable to receive the electricity supply from the Maintenance Agency and I undertake that I shall not apply to Haryana Vidyut Prasaran Nigam Ltd. (HVPN) for direct individual supply of electric power and I understand that I shall not be entitled for such direct connection in view of the release of bulk electric supply to the complex.

_____

(Apartment Allottee)

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Checked by _____

Prepared by _____

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From

The Director,
Town and Country Planning,
Haryana,Chandigarh.

16

M/s HLF Enterprises Pvt.Ltd.
L-4, Green Park Extension,
New Delhi-110016.

Memo No.5DP-2001/ 13162
Dated: 28-9-01

Subject: Issuance of licence to develop a commercial colony on 8 acres of land by de-licencing the same from the licenc Group Housing colony area.

- 0 -

Reference your letter dated 25.9.2001 on the subject noted above.

2. Your request for delicencing the land measuring 8 acres out of licenced land of licence No.19 of 1993 dated 9.7.93 granted for Group Housing colony and subsequent grant of licence for settir up of a commercial colony on the same land has been considered and it is proposed to grant licence to you for commercial colony. You are therefore called upon to fulfil the following requirements/ conditions laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules,1976 within a period of thirty days from the date of issue of this notice failing which your request for delicence the licenced land and subsequent grant of licence shall be refused:-

i) To furnish bank guarantee equal to 25% of the estimated cost of internal and external development works which has been worked out as under :-

INTERNAL DEVELOPMENT WORKS

a)	Total area	= 8.00 acres
b)	Interim rate for development	= Rs.25.00 lacs per gross acre.
c)	Total cost of IDW	= Rs.200.00 lacs
d)	25% bank guarantee required	= Rs.50.00 lacs

EXTERNAL DEVELOPMENT WORKS

a)	Total area	= 8.00 acres
b)	Interim rate for development	= Rs.58.95 lacs
c)	Total cost of EDC	= Rs.471.60 lacs
d)	25% bank guarantee required	= Rs.117.90 lacs

It is made clear that the bank guarantee on account of

DTCP (HQ)

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internal development works has been worked out on the interim rates and you will have to submit the additional bank guarantee if any, at the time of approval of service plan/estimates according to the approved layout plan. The rates of external development works for commercial areas are under consideration and likely to be finalised soon. In the event of increase of external development charges rates you will have to deposit the enhanced rates and also to submit the proportionate additional bank guarantee on account of enhanced rates of external development charges as and when demanded.

If a decision is taken by the Govt. to levy proportionat development charges with regard to State/National Highways, Transport, Irrigation facilities etc. the same shall be recovered from the licencee as and when demanded by the Director, within a specified period as per rates, terms and conditions so determined.

2. To execute two agreements i.e. LC-IV and Bilateral agreement on non-judicial stamp paper of Rs. 3/-. Two copies of specimen of the said agreements are enclosed herewith for necessary action.

3. To deposit an amount of Rs. 3,87,20,000/-(Rs.Three crores eighty seven lacs twenty thousand only) through Bank draft ih favour of the Director, Town and Country Planning, Haryana payable at chandigarh on account of conversion charges.

Director,
Town and Country Planning,
Haryana, Chandigarh.

Endst.No. 5DP-2001/ Dated

A copy is forwarded to the Air Officer i/c Administrat Air Headquarters, Vayu Bhawan, New Delhi-110011 with reference to his letter No. Air HQ/37957/Gen/W-1(WAC), dated 7.1.1993 for information. It is intimated that the above project is the part of already licenced area for which no-objection certificate has alreac been issued and only nature of the part of the project has been changed.

Director,
Town and Country Planning,
Haryana, Chandigarh.

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From

The Director,
Town and Country Planning,
Haryana, Chandigarh.

To

M/s HLF Enterprises Pvt. Ltd.
L-4, Green Park Extension,
New Delhi – 16

Memo No. 5DP 2001 13948

Dated : 18-10-2001

Sub. : Delicence of 8 acres of land of licence No. 19 of 1993 dated 9.7.93 granted to M/s HLF Enterprises Pvt. Ltd. to develop a group housing colony at Gurgaon.

Reference your applications dated 18.7.2000 and 25.9.2001 on the subject noted above.

2. After considering your request, the land measuring 8.00 acres as per schedule attached herewith forming part of licence No. 19 of 1993 dated 9.7.93 falling in the revenue estate of village Nathupur, Distt. Gurgaon, for the development of group housing colony is delicenced and the licence for the same is hereby withdrawn.

Director
Town and Country Planning
Haryana, Chandigarh

Endst No. 5DP 2001 Dated :

A copy along with schedule of land delicenced forwarded to the following for information and necessary action :-

1. Chief Administrator, HUDA, Panchkula
2. Addl. Director, Urban Estates Haryana, Panchkula
3. Chief Engineer, HUDA Panchkula
4. Superintending Engineer, HUDA, Gurgaon
5. Land Acquisition Officer, Gurgaon
6. Senior Town Planner, Gurgaon
7. Senior Town Planner, Enforcement, Chandigarh
8. District Town Planner, Gurgaon
9. District Town Planner, Enforcement, Gurgaon
10. Accounts officer of this Directorate alongwith a copy relevant of noting page of the file of colony branch.

Distt. Town Planner (HQ) K
for Director, Town & Country Planning
Haryana, Chandigarh.

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Details of 8 acres land de-licenced from the licenced land of licence No.19 of 1993, dated 9.7.93 granted for setting up of Group Housing colony to M/s HLF Enterprises Pvt.Ltd.

AT VILLAGE NATHUPUR, TEHSIL & DISTT. GURGAON.

Village	Khasra No.	Area	Area delicenced
		B.B.B.	B.B.B
Nathupur	527	0-5-0	0-5-0
	528	7-11-0	7-11-0
	529 (South, West)	3-13-0	1-17-0
	530	0-16-0	0-12-0
	531	7-18-0	2-10-0
	534	6-19-0	0-1-0

		TOTAL	12-16-0

		OR	8.00 Acres

Director
Town and Country Planning,
Haryana, Ch. rh

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HARYANA GOVERNMENT
TOWN AND COUNTRY PLANNING DEPARTMENT

Licence No. 8 of 2001

1. This licence has been granted under the Haryana Development & Regulation of Urban Areas Act, 1975 and the, Rules, 1976 made thereunder to M/s HLF Enterprises Pvt. Ltd., L-4, Green Park Extension, New Delhi- 16, for setting up of a Commercial colony at village Nathupur, District, Gurgaon.

2. The particulars of land wherein the aforesaid colony is to be set up are given in the Schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.

3. The licence is granted subject to the conditions :-
   a) That the Commercial colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specification shown in the approved plan.
   b) That the conditions of the agreement already executed are duly fulfilled and provisions of Haryana Development & Regulation of Urban Areas Act, 1975 and Rules 1976 made thereunder are duly complied with.
   c) That the demarcation plan of the colony is submitted before starting the development works in the colony and for approval of the zoning plan.

4. That the Licencee will not give any advertisement for sale of shops / floor area in Commercial colony before the approval of layout plan /building plans.

5. This licence is valid upto 15-10-2003.

(N. C. WADHWA)
DIRECTOR, Town & Country Planning
Haryana, Chandigarh

Dated Chandigarh
The 16th October, 2001

Endst. No. SDP-2001/ 15757 Dated : 18-10-2001

A copy alongwith a copy of schedule of land is forwarded to the following for information and necessary action :-

1. M/s HLF Enterprises Pvt. Ltd., L-4, Green Park Extension, New Delhi – 16, alongwith copy of agreements.
2. Chief Administrator, Haryana Urban Development Authority, Panchkula
3. Addl. Director, Urban Estate, Haryana Panchkula.
4. Chief Engineer, HUDA, Panchkula.
5. Superintending Engineer, HUDA, Gurgaon alongwith a copy of agreement.
6. Land Acquisition Officer, Gurgaon
7. Senior Town Planner, Gurgaon
8. Senior Town Planner (Enforcement), Chandigarh
9. District Town Planner, Gurgaon, alongwith a copy of agreement
10. Accounts Officer, O/O Director, Town & Country Planning, Haryana, Chandigarh alongwith a copy of agreement.

DA/As above

Distt. Town Planner (HQ) K
for Director, Town & Country Planning
Haryana, Chandigarh.

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(39)

To be read with licence No. 8 of 2001

Details of land owned by M/s HLF Enterprises Pvt.Ltd.
at village Nathupur Tehsil/Distt. Gurgaon.

Village	Khasra No.	Area	Area — licenced
		B.B.B.	B.B.B
Nathupur	527	0-5-0	0-5-0
	528	7-11-0	7-11-0
	529 (South, West)	3-13-0	1-17-0
	530	0-16-0	0-12-0
	531	7-18-0	2-10-0
	534	6-19-0	0-1-0
		TOTAL	12-16-0
		OR	8.00 Acres

Town & Country Planning,
Haryana,

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DETAILS OF TOTAL 22.98 ACRES OF LAND

Khasra no.	Licence No.19 of 1993 dated 08.07.1993 for the development of group housing colony on 10.98 acres of land			Licence No.8 of 2001 dated 16.10.2001 for the development of commercial colony on 8 acres of land			Total 18.98 acres			Licence No.12 of 2002 dated 05.06.2002 for the development of Hotel, Recreational & Entertainment Complex on 4 acres of land			Total 22.98 acres		
	Bigha	Biswa	Biswansi	Bigha	Biswa	Biswansi	Bigha	Biswa	Biswansi	Bigha	Biswa	Biswansi	Bigha	Biswa	Biswansi
2/2/1	0	8	11				0	8	11				0	08	11
3	0	12	0				0	12	0	3	0	0	3	12	0
527				0	5	0	0	5	0				0	05	0
528				7	11	0	7	11	0				7	11	0
529	1	16	0	1	17	0	3	13	0	3	8	0	7	01	0
530	0	4	0	0	12	0	0	16	0				0	16	0
531	5	8	0	2	10	0	7	18	0				7	18	0
532	0	8	0				0	8	0				0	08	0
533	0	2	0				0	2	0				0	02	0
534	6	18	0	0	1	0	6	19	0				6	19	0
535	1	15	0				1	15	0				1	15	0
Total	**17**	**11**	**11**	**12**	**16**	**0**	**30**	**7**	**11**	**6**	**8**	**0**	**36**	**15**	**11**
Total (in Acre)	**10.98 acres**			**8 acres**			**18.98 acres**			**4 acres**			**22.98 acres**		

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FORM BR-VI
[See Rule-47 (1)]

From

The Director
Town and Country Planning,
Haryana, Chandigarh.

To

M/S H.L.F. Enterprises Pvt. Ltd .
L-4 Green Park Extension,
New Delhi. 110016

Memo No. 16708 Dated:- 31-12-2001

Whereas M/s H.L.F. Enterprises Pvt.Ltd. has applied for the issue of an occupation certificate in respect of the buildings described below, I hereby grant permission for the occupation of the buildings subject to the following conditions: -

i) That to keep trained staff in three shifts and the fire protection system tested during the inspection by Fire Station Officer Gurgaon, the same shall always be available in good working condition and the NOC shall be kept renewed. You shall be held responsible if any lapse is found in the fire protection system at the time of outbreak of fire and action will be taken as per rules.

ii) That you will be fully responsible to meet the demand and requirement of water as per norms and all allied services till such time the water is made available by HUDA. In case additional tube wells are required, you shall provide the same with the prior approval of the Department.

iii) That the services will be laid up to the alignment of proposed external arrangements by you at your own cost. In case pumping is required the same shall also be done by you at your cost with the prior approval of competent authority.

V) That you will be fully responsible for integrating the internal services laid in the various pockets with the existing system of your colony.

VI) That you shall submit the site plan showing the provision of organised green as per norms, to this office within one month from the issuance of this letter.

VII) That in case some additional structures are required to be constructed as decided by HUDA at later stage, the same will be binding upon you at your own cost.

VIII) The basements will be used only for parking and services as per provision of approved zoning plan.

IX) The stilt area for parking shall be used only for parking.

DESCRIPTION OF BUILDING

City: Gurgaon Street Building Blocks A,B,C,D,E,F,G,H,I,J,K,L,M, Basements and Club in Group Housing Scheme measuring 10.98 acres namely Lagoon at Ambience Island on National Highway-8 , Gurgaon.

Director,
Town and Country Planning,
Haryana, Chandigarh.

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Endst No. Dated

A copy is forwarded to the Chief Engineer, HUDA Panchkula, with reference to his letter No 9790 dated 26.11.2001 for information and necessary action.

District Town Planner(HQ)DS
For Director Town and Country Planning,
Haryana, Chandigarh.

Endst. No Dated

A copy is forwarded to the Superintending Engineer (HQ),Haryana Urban Dev. Authority, Panchkula with refer to his letter No167 dated 19.11.2001 for information and necessary action.

District Town Planner(HQ)DS
For Director Town and Country Planning,
Haryana, Chandigarh.

Endst.No. Dated

A copy is forwarded to the Senior Town Planner, Gurgaon with reference to his memo No4803 dated 18.12.2001.for information and necessary action.

District Town Planner (HQ)DS
For Director Town and Country Planning,
Haryana, Chandigarh.

Endst.No. Dated

A copy is forwarded to the District Town Planner, Gurgaon with reference to his letter Endst. No.3475 dated 11.12.2001.for information and necessary action.

District Town Planner (HQ)DS
For Director Town and Country Planning,
Haryana, Chandigarh.

Endst.No. Dated

A copy is forwarded to the Fire Station Officer, Gurgaon with reference to his letter No.FS-29/1224 dated 4.10.2001 vide which no objection certificate for occupation of the above-referred buildings have been granted. It is requested to ensure compliance of the conditions imposed by your letter under reference. Further in case of any lapse by the owner, necessary action as per rules should be ensured. In addition to the above, you are requested to ensure that adequate fire fighting infrastructure is created at Gurgaon for the high-rise buildings and the Fire Officer, Gurgaon will be personally responsible for any lapse/violation, as HUDA has released the necessary funds.

District Town Planner (HQ)DS,

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From

The Director,
Town and Country Planning,
Haryana, Chandigarh.

To

M/s HLF Enterprises Pvt.Ltd.
L-4, Green Park Extension, New Delhi.

Memo No.5DP-2002/ 927
Dated: 10-1-2002

Subject: Issuance of part completion certificate under rule 16 of the Haryana Development and Regulation of Urban Areas Rules,1976.

-0-

Reference your application No.nil dated20.9.2001 requesting for part completion certificate in respect of Group Housing Scheme measuring 10.98 acres falling in the revenue estate of village Nathupur, District Gurgaon for which licence No.19 of 1993, dated 9.7.93 was granted to you.

2. It is hereby certified that the required development works in the group housing colony comprising of licence No.19 of 1993 dated 9.7.93 as indicated on the enclosed site plan duly signed by me read in conjunction with the following terms and conditions, have been completed to my satisfaction. Therefore the part completion certificate in respect of above said licence is granted subject to the following terms and conditions:-

i) That you shall abide by the directions of Director, Town and Country Planning, Haryana till the time final completion certificate of the entire colony is granted. You shall also carry out all left over services/ works which are deemed appropriate by the Director, Town and Country Planning. Haryana.

ii) That you will be fully responsible to meet the demand and requirement of water as per norms and allied services till such time the water is made available by HUDA. In case additional tubewell is required the same shall also be provided by you.

ii) That the services shall be laid by the coloniser upto the alignment of proposed external works of HUDA for their connections and disposal arrangements. All the links and connections with the HUDA services will be done by you at your own cost and with the prior approval of the competent authority.

iv) That in case some additional structures are required to be constructed as decided by DTCP/HUDA at later stage, the same would be binding upon you.

v) That you will submit a certificate within 90 days of the grant of full and final completion of the project from a Chartered Accountant that a minimum of 15% of the total flats have been allotted to EWS category at the subsidised price of the said flats fixed by the DTCP Haryana and as per the conditions of bilateral agreement.

vi) That you will submit the certificate within 90 days of full and final completion of the project that the overall net profit (after making the provisions of all the taxes) has not exceeded 15% of the total project cost.

vii) That you will get the licence renewed till such time final completion certificate of the project is granted.

viii) That the bank guarantee equivalent to 1/5th amount shall be retained to ensure upkeep and maintenance of the colony till such time it is transferred to the Govt./Association. The bank guarantee equivalent to construction cost of community buildings shall also be retained.

ix) That the bank guarantee retained by the Department shall be got revalidated till the final completion certificate is granted.

x) That you shall abide by the provisions of Haryana Apartment Ownership Act, 1983. The declaration deed shall be filed within 90 days from the issuance of this part completion certificate. The responsibility of the ownership of common areas and facilities as well as their management and maintenance shall continue to vest with you till such time the responsibility is transferred to the Association under the Apartment Ownership Act, 1983.

DTCP/(HB

xi) That you will furnish an undertaking within 30 days of issue of part completion certificate, to the effect that you shall pay the due amount of interest/penal interest/surcharges if any, found due at the time of final reconciliation of external development charges accounts and enhanced rate of External Development charges if any conveyed by HUDA

xii) That the services such as water supply, sewerage, storm water drainage, roads, street liight and horticulture laid as per approved plans shall always be in good working condition till such time the colony is handed over to the Association/Government.

xiii) That the fire protection system approved by the competent authority shall always be available in good working condition alongwith trained staff till the transfer of colony to the Association/Government.

xiv) That you will abide by the directions of the DTCP Hr. and the provisions of Act.No.8 of 1975 and Rules framed thereunder.

Director,
Town and Country Planning,
Haryana, Chandigarh

Endst.No.5DP-2002/ Dated:

A copy is forwarded to the Chief Engineer, HUDA, Panchkula with reference to his letter No.9790, dated 26.11.2001 for information and necessary action.

Director,
Town and Country Planning,
Haryana, Chandigarh.

Endst.No.5DP-2002/ Dated:

A copy is forwarded to the following for information and necessary action:-

i) The Administrator, HUDA, Gurgaon;
ii) The Superintending Engineer, HUDA;
iii) The Senior Town Planner, Gurgaon;
iv) The District Town Planner, Gurgaon;
v) The Executive Engineer, HUDA, Gurgaon and
vi) The Fire Station Officer, Gurgaon.

Director,
Town and Country Planing,
Haryana, Chandigarh.

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BR-III
(See Rule 44)

From:

The Director,
Town and Country Planning,
Haryana, Chandigarh.

To

M/s H.L.F. Enterprises Pvt. Ltd.
L-4, Green Park Extn,
New Delhi-110016.

Memo No. 2155 Dated 31-1-02

Subject: **Approval of Building Plans of EWS and B-I Block in the Group Housing Scheme measuring 10.98 acres land at Ambience Island on N.H. 8 in the revenue estate of Village Nathupur Teh. and Distt. Gurgaon, being developed by M/s HLF Enterprises Pvt. Ltd.**

Reference your application dated 14.1.2002.for permission to erect buildings on an area 10.98 acres in the revenue estate of Village Nathupur Teh. and Distt. Gurgaon.

It is to inform that the Building Plan Approval Committee in its meeting held on 25.1.2002 has granted permission for the aforesaid construction subject to the provisions of Punjab Scheduled Roads & Controlled Areas Restriction of Unregulated Development Act-1963, its rules and the zoning plan framed thereunder alongwith special reference to following conditions:-

1- The plans are valid for a period of 5 years from the date of issuance of sanction, subject to validity of licences granted for this scheme.

2- The structural responsibility of the construction shall be entirely of the owner/supervising architect/ Engineer of the scheme.

Further that:-

(a) A certificate from a recognised Structural Engineer shall be submitted to the department within 60 days of issue of this letter that the structural design of the building is designed as per the provision of NBC and relevant I.S. Code for all seismic load, all dead and live loads, wind pressure and structure safety from earth quake of the intensity expected under zone-IV.

(b) All material to be used for erection of building shall conform to I.S.I. and N.B.C. standards.

(c) No walls/ceiling shall be constructed of easily inflammable material and stair cases shall be built of the fire resisting material as per standard specification.

(d) The roof slab of the basement external to the buildings if any shall be designed/ constructed to take the load of fire tender up to 45 tones.

3- **FIRE SAFETY:**

The colonizer firm and the Supervising Architect of the project shall be entirely responsible for making provisions of fire safety and fire fighting measures and shall abide by all fire safety bye laws.

Further, the colonizer firm shall also prepare and submit the plans in triplicate to District Fire Officer, Gurgaon , clearly marked and indicating the complete fire protection arrangements and means of escape/ access for the proposed building with suitable legend and standard signs and symbols on

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the drawings. The same shall be duly signed/ certified by the owner/ Architect and a fire consultant, who shall supervise the same at site.

On receipt of the above request, the Fire Officer, Gurgaon after satisfying himself that the entire fire protection measures proposed for the above buildings are as per NBC and other Fire Safety Bye Laws, forward the same to the Director, Urban Development, Haryana who would issue a NOC from Fire Safety and means of escape/access point of view. This clearance/ NOC from Fire Authority shall be submitted in this office alongwith a set of plans duly signed by the Fire Officer and countersigned by the Director, Urban Development, Haryana within a period of 90 days from the date of issuance of sanction of building plans. Further, it is also made clear that no permission for occupancy of the building shall be issued by the Director unless he is satisfied that adequate fire fighting measures have been installed by you and suitable external fire fighting infrastructure has been created at Gurgaon, by Urban Development Department. A clearance to this effect shall be obtained from the Director, Urban Development before grant of occupation certificate by the Director.

4- No addition and alteration in the building plans/ layout plan shall be made without the prior approval of DTCP. Further only figured dimensions shall be followed and in case of any variation in the plans, prior approval of DTCP shall be pre-requisite.

5- The provision of letter boxes for each dwelling unit shall be made at the ground floor of each building.

6- That you shall furnish the service plan/ estimate of this scheme in accordance with approved building plans within 60 days from the date of issue of this letter.

7- Based on the actual estimated cost of internal development of the commercial colony you shall furnish additional bank guarantee if required within 60 days of approval of the service plans.

8- The revenue rasta if any passing through the site shall be kept unobstructed.

9- If any infringement of bye-laws remains unnoticed, the department reserves the right to amend the plan as and when any such infringement comes to its notice after giving an opportunity of being heard and the department shall stand indemnified against any claim on this account.

10- The layout showing the electric installation shall have to be got approved from the Chief Electrical Inspector, Haryana before execution of work at site.

11- No person shall occupy or allow any other person to occupy any new building or part of the same for any purpose what so ever until such building or part thereof has been certified by the Director or any person authorised by him in this behalf as having been completed in accordance with the permission granted and an occupation certificate in prescribed form has been duly issued in your favour.

12- Before grant of occupation certificate, you shall have to submit a notice of a completion of the building in form BR-IV regarding completion of works described in the plans and it shall be accompanied by:

(i) Structural stability certificate duly signed by the recognized Structural Engineer.

(ii) A clearance from Fire Safety point of view from the Director, Urban Development, Haryana.

13. The basement shall only be utilised for parking and services as per prescribed in the approved zoning plan and building plans.

14. **WATER SUPPLY**

(i) The down take system shall be provided by you by providing clear water storage tank of not less than half day storage of water for domestic usage on the top of the building block. The capacity of the tank as shown on the plan and down take system thereof are as under:-

Sr. No.	Description	Capacity of tank for domestic uses	Up pipe in mm	Down pipe in mm
1.	Block-I	5000 ltrs.	40mm	65,40,32,25mm
2.	Block C-I	15000 ltrs.	65mm	80,65,40,32,25mm

(ii) Inlet pipes from down take to toilet/ kitchen shall be 40/ 32/20mm dia as shown on the plan connection to each individual fixture shall be 12mm dia.

(iii) The adequate booster pumps to boost the water in the over head water tanks with 100% stand by arrangement shall also be provided by you. It is made clear to you that you will be sole responsible for boosting arrangement all the time.

(iii) The alternative arrangement of power supply, such as Gen. Set etc. of suitable capacity shall also be provided by you during failure of electricity.

15. **SEWERAGE:**

(i) All sewerage lines should not be less than 200 mm. Dia S.W. Pipes.
(ii) All soil pipe connection W.C. to soil stack or manhole shall be 100/150/200 mm dia H.C.I. Pipes as shown on the plan.
(iii) Waste water pipes connecting F.T. to G.T. and F.T. to waste water stack shall be 100/75 mm dia as shown on the plan.
(iv) All soil stacks shall be 100/150mm dia H.C.I. Pipes.
(v) All W.C. shall be provided with high/low level flushing cistern. The capacity of flushing cistern shall be of 8ltrs.
(vi) Waste water stack shall be 100mm/ 75mm dia H.C.I. Pipes as shown on the plan.
(vii) All F.T. shall be 100/75mm dia. with 50mm water seal.
(viii) All pipe from waste water stack to F.T. and F.T. to G.T. shall be of 100mm dia H.C.I. pipes as shown on the plan.
(ix) Suitable approach/ ventilation arrangement shall be provided by you by providing inspection, window/ duct etc. for repairing of piping system.
(x) All pipes soil stack waste RWP pipes, under floor pipes shall be of HCI.

16. **Storm Water Drainage**

(i) You have provided twin level basement for parking and services only. For draining out the wash water/ rain water accumulated in the lower basement shall be collected through covered channel of 300 mm dia wide extended to the existing channel in the Block-B where pumps has been provided. Thus it is made clear to you that you will be sole responsible for pumping out of rain water/ wash water etc. All the time and 100% standby pumps alternate power supply arrangement shall also be provided by you during the failure of electricity/ breakdown.
(ii) All external storm water drain pipe shall be provided suitable so as to disposal of rain water.
(iii) All rain water stack pipe shall be of 100/150/200mm dia HCI pipe as shown on the plan.

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(iv) It is made clear to you that roof top rain harvesting system shall be provided by you and shall be kept operational all the time.

17. **GENERAL:-**

(i) Alternative source of electricity shall be provided by you for functioning of water supply, sewerage and storm water drainage system by providing Gen. set of required capacity.

(ii) All pipes, fixtures, fitting, pumps, Gen. set and filtration plan etc. shall be conforming to relevant IS specification ISI marked.

This sanction will be void abnitio, if any of the conditions mentioned above are not complied with.

DA/One set of Building Plans

District Town Planner (HQ) DS,
Member Secretary,
For: Chief Town Planner, Haryana-cum-
Chairman, Building Plan Approval Committee.

Endst. No: dated .

A copy is forwarded to the following for information:-

1- Senior Town Planner, Gurgaon with reference to his office memo No.- 336 dated 29.1.2002.
2- Superintending Engineer (HQ) HUDA, Panchkula w.r.t. his memo No-6 Dated 23.1.2002.
3- Distt. Town Planner, Gurgaon alongwith one set of building plans.
4- Distt. Town Planner (Enf.), Gurgaon.
5- Director, Urban Development, Haryana, Chandigarh.

DA/as above

District Town Planner (HQ) DS,
Member Secretary,
For: Chief Town Planner, Haryana-cum-
Chairman, Building Plan Approval Committee.

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From

The Director,
Town and Country Planning,
Haryana, Chandigarh.

To

M/s Ambience Infrastructure Pvt. Ltd.,
L-4, Green Park Extension,
New Delhi – 110 016

Memo No. 2421 Dated: - 1-3-05

Subject: - Approval of master lay out plan of integrated township "Ambience Island" measuring 132.065 acres in Special Zone of Gurgaon being developed by M/s Ambience Infrastructure Pvt. Ltd. and its Associates companies.

Reference: - Your letter dated 17.2.2005 on the subject noted above.

Please find enclosed herewith a copy of approved master lay out plan of integrated township "Ambience Island" measuring 132.065 acres in Special Zone of Gurgaon bearing Drawing No. DTCP-874 Dated 1.3.2005 for necessary action.

The above master lay out plan is approved subject to the following conditions: -

1. The unlicenced pockets falling in the licenced area will be accessible through unrestricted approach.
2. The community sites shall be constructed as per norms and the construction of these sites will be commensurate with the development of the colony.
3. The residents/occupants of the Ambience Island will/shall have the right to use the recreational/golf area as per norms and as per the terms and conditions of the approved zoning plan.

District Town Planner (HQ) JS,
For Director, Town and Country Planning,
Haryana, Chandigarh.

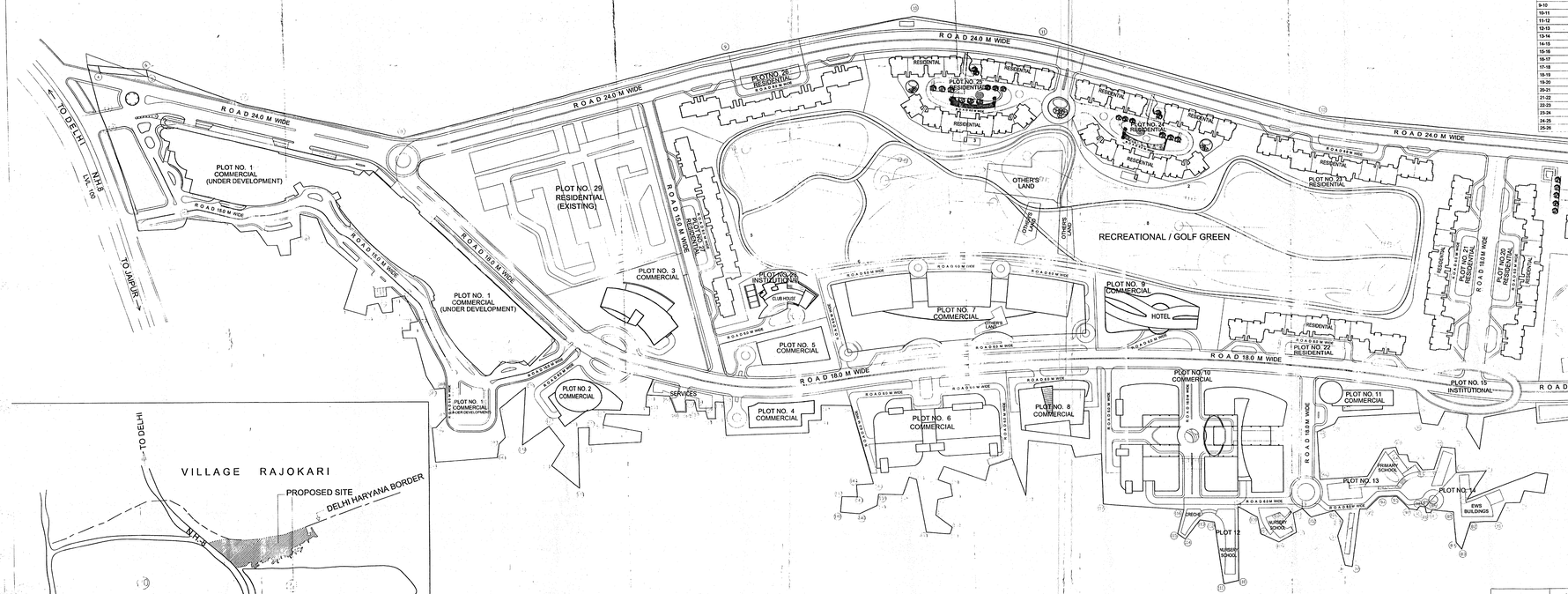
Endst. No. Dated: -

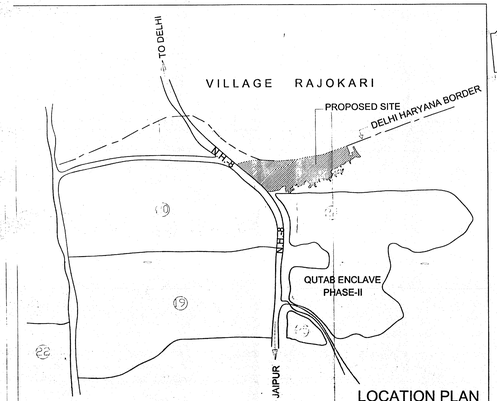
A copy is forwarded to the following for information and necessary action.

1. Senior Town Planner, Gurgaon alongwith a copy of approved zoning plan.
2. District Town Planner, Gurgaon.

District Town Planner (HQ) JS,
For Director, Town and Country Planning,
Haryana, Chandigarh.

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LOCATION PLAN

MEASUREMENTS (IN METERS)

1-2	117.56	26.27	25.14	51-52	20.11	76-77	25.11	101-102	25.14	126-127	22.63	151-152	62.88	176-177	22.63	201-202	12.57
2-3	24.00	27.28	30.20	52-53	25.14	77-78	17.60	102-103	12.57	127-128	10.05	152-153	10.05	177-178	22.63	202-203	07.54
3-4	33.91	29.29	57.88	53-54	17.60	78-79	13.57	103-104	10.05	128-129	12.57	153-154	25.14	178-179	62.88	203-204	25.14
4-5	31.75	29.30	51.08	54-55	15.08	79-80	15.08	104-105	20.11	129-130	20.11	154-155	7.54	179-180	42.47	204-205	65.37
5-6	06.84	30-31	22.63	55-56	10.05	80-81	22.63	105-106	20.11	130-131	20.11	155-156	8.02	180-181	35.20	205-206	45.28
6-7	100.58	31-32	51.08	56-57	85.50	81-82	27.66	106-107	20.11	131-132	20.11	156-157	10.05	181-182	10.05	206-207	25.14
7-8	158.41	32-33	20.11	57-58	7.54	82-83	30.17	107-108	32.68	132-133	7.54	157-158	15.08	182-183	15.08	207-208	25.15
8-9	308.29	33-34	7.54	58-59	17.60	83-84	10.05	108-109	20.11	133-134	25.14	158-159	15.08	183-184	42.74	208-209	30.18
9-10	165.96	34-35	5.02	59-60	50.20	84-85	32.68	109-110	90.52	134-135	60.26	159-160	17.60	184-185	20.31	209-210	12.57
10-11	123.21	35-36	15.08	60-61	50.20	85-86	22.63	110-111	15.08	135-136	7.54	160-161	17.60	185-186	05.02	210-211	15.09
11-12	248.43	36-37	7.54	61-62	32.66	86-87	5.02	111-112	7.37	136-137	22.63	161-162	30.17	186-187	22.63	211-212	10.06
12-13	855.72	37-38	5.02	62-63	12.57	87-88	5.02	113	20	137-138	32.66	162-163	37.71	187-188	25.14	212-213	10.06
13-14	160.93	38-39	17.60	63-64	7.54	88-89	7.54	113-114	25.14	138-139	17.60	163-164	25.14	188-189	10.05	213-214	10.06
14-15	22.63	39-40	37.71	64-65	10.05	89-90	7.54	114-115	10.05	139-140	17.60	164-165	12.57	189-190	07.54	214-215	20.12
15-16	27.66	40-41	7.54	65-66	7.54	90-91	5.02	115-116	25.14	140-141	22.63	165-166	20.11	190-191	35.20	215-216	22.63
16-17	65.37	41-42	25.14	66-67	7.54	91-92	5.02	116-117	82.98	141-142	20.11	166-167	50.29	191-192	10.05	216-217	22.63
17-18	57.89	42-43	30.17	67-68	10.05	92-93	20.11	117-118	32.80	142-143	17.60	167-168	20.11	192-193	15.08	217-218	40.24
18-19	52.80	43-44	37.71	68-69	10.05	93-94	17.60	118-119	37.66	143-144	17.60	168-169	55.32	193-194	22.63	218-219	12.57
19-20	82.58	44-45	21.62	69-70	25.14	94-95	20.11	119-120	12.57	144-145	22.63	169-170	15.08	194-195	12.57	219-220	07.32
20-21	10.05	45-46	12.57	70-71	15.08	95-96	7.54	120-121	45.18	145-146	100.58	170-171	45.26	195-196	07.54	220-1	25.00
21-22	165.96	46-47	50.35	71-72	25.14	96-97	60.35	121-122	57.83	146-147	27.66	171-172	17.60	196-197	27.66		
22-23	80.45	47-48	20.11	72-73	30.17	97-98	7.54	122-123	42.74	147-148	17.60	172-173	15.08	197-198	20.11		
23-24	130.75	48-49	35.32	73-74	40.23	98-99	30.17	123-124	30.17	148-149	17.60	173-174	37.71	198-199	10.05		
24-25	37.71	49-50	28.27	74-75	77.99	99-100	17.60	124-125	12.57	149-150	15.08	174-175	37.71	199-200	13.40		
25-26	22.63	50-51	37.66	75-76	12.57	100-101	12.57	125-126	30.27	150-151	130.75	175-176	17.60	200-201	10.05		

NOTES

DRC NO. DTCP/ 676 DATED 13.05.

DATED	LETTER NO.	C.T.P.(HR.)	D.T.C.P.(HR.)

MASTER LAYOUT PLAN
SHOWING DETAILS OF LANDUSE & AREAS

NOTE : LOCATION OF BUILDING BLOCKS,ROADS & AREAS SHOWN HEREIN ARE TENTATIVE AND MAY BE CHANGED / ALTERED/ AMENDED IN FUTURE AS PER NEED / REQUIREMENT / BETTER PLANING OF THE INTEGRATED TOWNSHIP.

Building Type	Area of Land		Area to be developed on the basis of L.75		Area already developed or under development				Balance Area to be developed			
	Acres	Sq.Mts.	Acres	Sq.Mts	Acres		Sq.mts.		Acres		Sq.Mts.	
					plot	FAR	plot	FAR	plot	FAR	plot	FAR
Residential	70.100	320106	138.43	560186.00	11.83	20.70	47974.47	83780.00	67.27	117.73	272232.00	476406.00
Commercial	52.965	214341	92.69	375097.00	13.30	23.28	53823.37	94190.00	39.67	69.41	160518.00	280907.00
Total	132.065	534447	231.12	935283.00	25.13	43.98	101697.84	177970.00	106.94	187.14	432750.00	757313.00

Particulars	Permissible Ground Coverage in Percentage	Effective Ground Area Achieved.	Achieved Ground Coverage to Total	Effective ground to respective area	No of Floors Achieved
Residential	35.00%	7.87	7.36 %	11.70 %	10 to 20
Commercial	40.00%	15.87	14.84 %	40.01 %	6 to 10
Institutional		14.43	13.49 %		
Recreational Golf Course		23.15	21.65 %		
Road		18.27	17.08 %		
Setbacks		27.50	25.58 %		
Total		107.09	100.00 %		

CLIENT
AMBIENCE INFRASTRUCTURE PVT. LTD.
-4, GREEN PARK EXT., N.D.- 110016

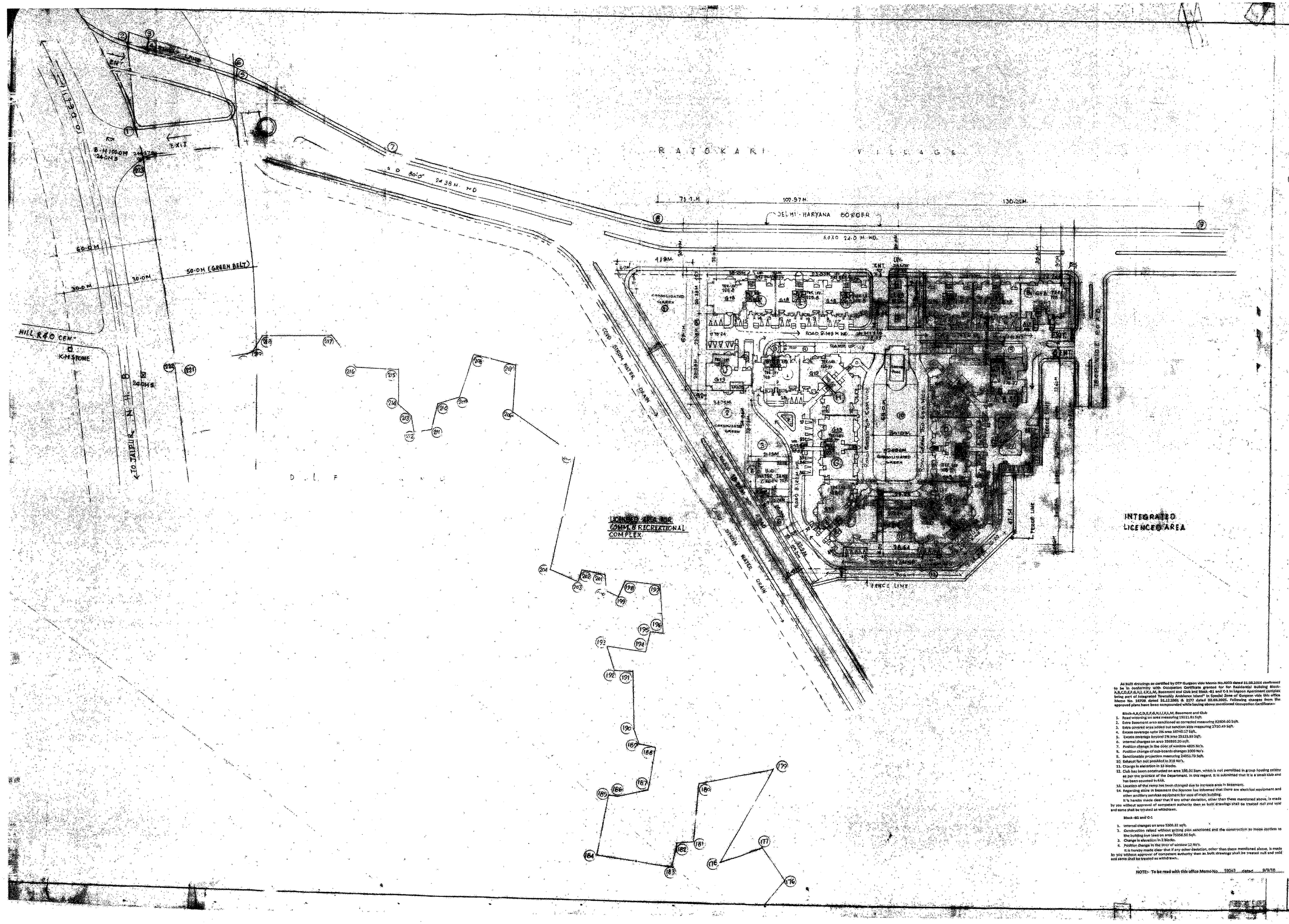
PROJECT
MASTER LAYOUT PLAN OF INTEGRATED COLONY
AT AMBIENCE ISLAND
N.H. -8, GURGAON, HARYANA.

ARCHITECTS :

CLIENT'S SIGNATURE	ARCHITECT'S SIGNATURE
For AMBIENCE INFRASTRUCTURE PVT. LTD.	For RANJIT BAJAJ ASSOCIATES
Director	Director

DRAWING TITLE :
MASTER LAYOUT PLAN

JOB NO.		NORTH
DATE :	FEB'2005	
DEALT BY :		
CHKD BY :		DRAWING NO. 1
SCALE :	1:1000	



INTEGRATED LICENCED AREA

As built drawings as certified by DTP Gurgaon vide Memo No.4003 dated 31.08.2006 confirmed to be in conformity with Occupation Certificate granted for for Residential building blocks A,B,C,D,E,F,G,H,I,J,K,L,M, Basement and Club and Block-C1 Commercial building and being part of Integrated Residential Development in Residential Zone of Gurgaon vide this office Memo No. 14788 dated 13.12.2005 & 3277 dated 05.05.2005. Following changes from the approved plans have been incorporated while issuing above mentioned Occupation Certificate:-

Block-A,B,C,D,E,F,G,H,I,J,K,L,M, Basement and Club

1. Road widening on area measuring 15211.81 Sqft.
2. Extra Basement area sanctioned as corrected measuring 92808.00 Sqft.
3. Extra covered area added but sanction side measuring 2720.49 Sqft.
4. Excess coverage upto 3% area 58740.17 Sqft.
5. Excess coverage beyond 3% area 25123.93 Sqft.
6. Internal changes on area 358950.20 sqft.
7. Position change in the color of window 4805 No's.
8. Position change of sub-boards changes 1005 No's.
9. Sanctionable projection measuring 24051.73 Sqft.
10. Exhaust fan not provided in 318 No's.
11. Change in elevation in 13 blocks.
12. Club has been constructed on area 595.00 Sqm. which is not permitted in group housing colony as per the practice of the Department. In this regard, it is submitted that it is a small club and has been covered in FAR.
13. Location of the ramp has been changed due to increase area in basement.
14. Regarding store in basement the Insurance has informed that there are electrical equipment and other ancillary services equipment for ease of main building.
It is hereby made clear that if any other deviation, other than these mentioned above, is made by you without approval of competent authority then as built drawings shall be treated null and void and same shall be treated as withdrawn.

Block-B1 and C-1

1. Internal changes on area 5300.32 sq ft.
2. Construction reduced without getting plan sanctioned and the construction so made conform to the building bye laws on area 75356.50 Sqft.
3. Change in elevation in 3 blocks.
4. Position change in the door of window 12 No's.
It is hereby made clear that if any other deviation, other than these mentioned above, is made by you without approval of competent authority then as built drawings shall be treated null and void and same shall be treated as withdrawn.

NOTE:- To be read with this office Memo No. 19063 dated 8/9/05

G. IEWAY

AREA CHART

TOTAL LICENCED AREA UNDER GROUP HOUSING = 79.10025 ACRES - 320104.71 M²

LICENCED AREA UTILISED IN THE GROUP HOUSING UNDER CONSIDERATION = 11.83 ACRES - 47879.98 M²

1. BLOCK WISE AREA DETAIL

(A) AREA OF 13 BLOCKS NUMBERING A, B, C, D, E, F, G, H, I, J, K, L, M AND OTHER AREAS ALREADY ISSUED COMPLETION CERTIFICATE.

	LOWER BASEMENT	UPPER BASEMENT	GR.FLOOR	FIRST FL.	SECOND FL.	THIRD FL.	FOURTH FL.	FIFTH FL.	SIXTH FL.	SEVENTH FL.	EIGHTH FL.	NINTH FL.	TERR.	TOTAL AREA
	12187.46	11983.77	8779.38	8604.37	8110.05	8110.05	8116.05	8116.05	8116.05	8122.13	8122.13	839.09	NIL	78 979.35

(B) DETAIL OF AREA OF ADDITIONAL 2 BLOCKS B1 & C1 TO BE CONSIDERED FOR ISSUANCE OF COMPLETION CERTIFICATE NOW.

BLOCK														
B1	550.83	559.02	547.36	467.31	404.38	467.31	502.31	491.44	483.31	467.36	513.48	57.15	NIL	6011.00
C1	412.18	419.18	369.21	331.81	285.24	285.24	323.37	289.24	281.81	289.24	322.77	31.24	NIL	3774.49
TOTAL	963.01	967.83	898.77	819.12	779.62	779.62	779.62	780.68	765.12	780.68	836.25	88.39	NIL	9785.49
G.TOTAL A+B	13150.47	12211.29	9678.15	8823.49	8302.68	8889.67	8896.67	8896.73	8901.17	8902.81	8958.38	927.48	NIL	88764.84

2. AREA ANALYSIS

	PERMISSIBLE	ALREADY ISSUED COMPLETION CERTIFICATE FOR BLOCKS	COMPLETED NON IN BLOCKS	AREA USED FOR EWS UNITS	TOTAL	SANCTIONED	BUILT UP
F.A.R.	175% OF 11.83 ACRES	175% OF 10.98 ACRES					
GROSS BUILT UP AREA	69379.363 M² 337.11.824 M²	78978.25 M²	7753.94 M²	1220.00 M²	87952.19 M²	88043.38 M²	2164.995 M² (4.98%)
GR. COVERAGE	1616755.87 ft²	8750.58 M²	896.77 M²	120.00 M²	9867.35 M²	9932.85 M²	678.30 M²
DENSITY OF POPULATION	250 PPA	191.499 PPA	15.30 PPA	10.513 PPA	203.297 PPA	204.369 PPA	

3. ANALYSIS OF COMPLETED DWELLING UNITS

	NO. OF FLOORS	NO. OF UNIT EACH FL.	NO. OF UNIT EACH BLOCK	NO. OF BLOCK	NUMBER OF DWELLING UNITS	NO. OF SERVANT QTRS.	TOTAL DWELLING UNITS
A DWELLING UNITS IN 13 BUILDING BLOCKS NUMBERING A, B, C, D, E, F, G, H, I, J, K, L, M ALREADY ISSUED COMPLETION CERTIFICATE	GF+8 & GF+9	1 TO 4	16 TO 40	13	288	256	359
B DETAILS OF DWELLING UNITS IN ADDITIONAL 2 BLOCKS B1 & C1 TO BE CONSIDERED FOR ISSUANCE OF COMPLETION CERTIFICATE NOW							
B1 BLOCK	GF+8	1	9	1	9	12	16
C1 BLOCK	GF+9	2	16	1	16	16	16
TOTAL				2	27	28	34
GRAND TOTAL A+B				15	345	284	393

4. POPULATION

	FOR ALREADY COMPLETED BLOCKS	FOR B1 & C1 BLOCKS	FOR EWS UNITS YET TO BE COMPLETED	TOTAL
DWELLING UNITS	1590	125	—	1715
SERVANT QTRS.	512	56	—	568
EWS	—	—	122	122
TOTAL	2102	181	122	2405

5. PARKING

	REQUIRED	SANCTIONED	ALREADY COMPLETED FOR 13 BLOCKS	FOR B1 & C1 BLOCKS	BUILT UP
NO. OF POUS (8 TR CU/APT.)	343	423	401	24	425
BASEMENT/STILT PARK.	172	389	352	37	389
SURFACE PARKING	—	90	90	—	90
ORGANISED GREEN	1.775 ACRES	1.775 ACRES			2.02 ACRES

DETAIL OF ORGANISED GREEN /OPEN AREA

1.	=	1035.37 SQM.
2.	=	983.19 " "
3.	=	447.25 " "
4.	=	349.66 " "
5.	=	131.72 " "
6.	=	833.56 " "
7.	=	158.00 " "
8.	=	616.40 " "
9.	=	148.64 " "
10.	=	231.00 " "
11.	=	2570.00 " "
12.	=	788.81 SQM.
TOTAL	=	8212.88 SQM.
	=	2.02 ACRES

JE - J. Singh — JE - TD — DTP

For HLF ENTERPRISES PVT. LTD. — DIRECTOR — OWNERS SIGN

ARCHITECTS SIGN

AS BUILT PLAN OF A GROUP HOUSING AT N.H. 8 NATHUPUR DISTT. GURGAON HARYANA

OWNERS: M/S. HLF ENTERPRISES PVT. LTD.

TITLE: LAY OUT PLAN & AREA CHART

DATE:

DRG NO. 01

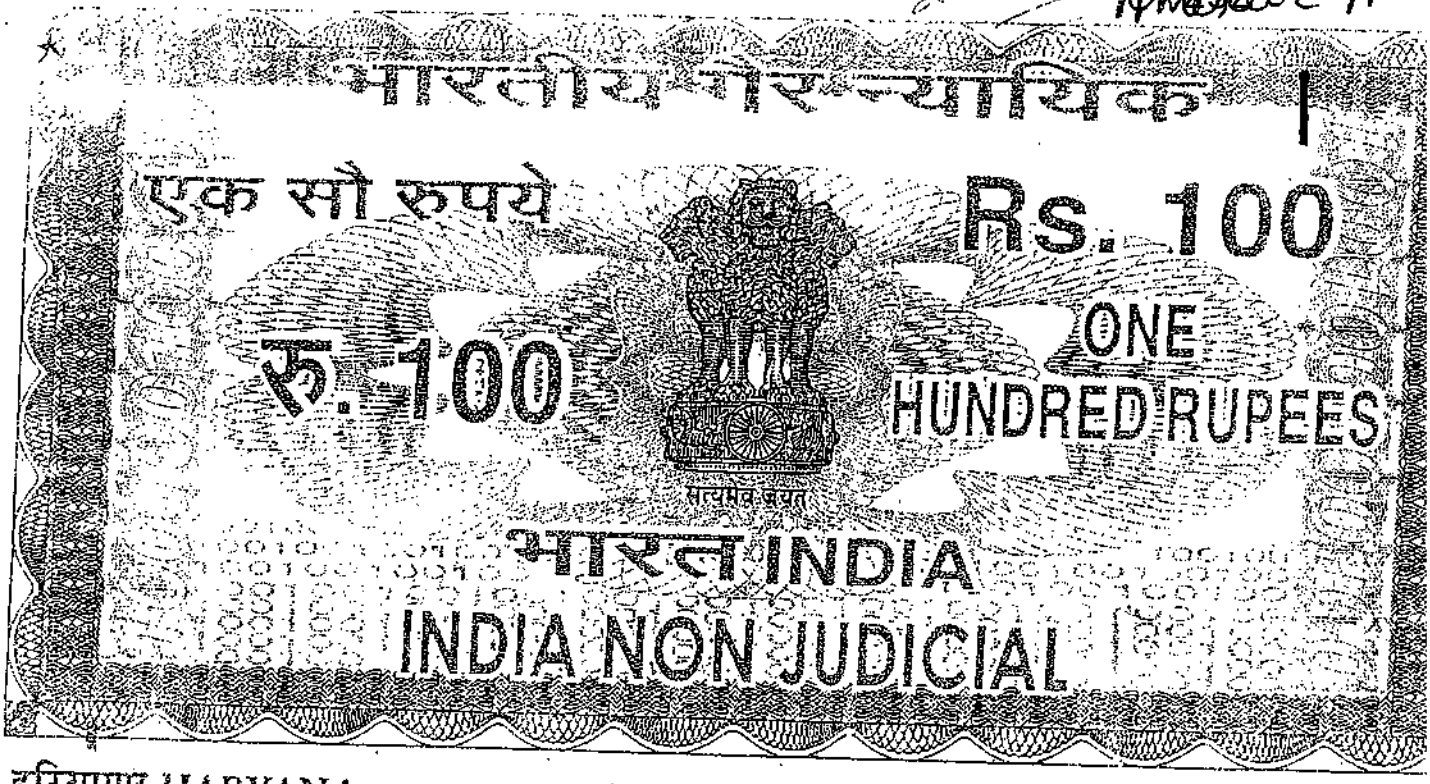
SCALE 800

O.K. GANJU & ASSOCIATES
ARCHITECTS TOWN PLANNERS INTERIOR DESIGNERS, ENGINEERS
B-149, GREATER KAILASH - II NEW DELHI 110048

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Annexure-A



हरियाणा HARYANA

F 19706

DECLARATION

(UNDER SECTION (2) READ WITH SECTION 11 OF

THE HARYANA APARTMENT OWNERSHIP ACT, 1983)

In the Integrated Township, Ambience Island, District Gurgaon, we M/s.Ambience Developers & Infrastructure Private Limited (formlery Ambience Infrastructure Private Limited and earlier HLF Enterprises Private Limited) hereafter referred to as "Grantor", (who is fully empowered and qualified to execute this Deed) do hereby state:-

I. That the Grantor owns the following land situated in the Integrated Township, Ambience Island, District Gurgaon which is freehold and described as follows, namely:-

Area Admeasuring		:	11.83 Acres or 47873.916 Sq.Mts.
Surrounded by on	North	:	Rajokri Greens
on	South	:	DLF Phase-III
on	East	:	Grantor's Land
on	West	:	NH-8, Udyog Vihar
City Survey No.		:	Revenue Estate, Village Nathupur Hadbast No.67 Tehsil & District Gurgaon

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Director

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Revenue Particulars	:	Khasra Nos.529 South West. 530, 531, 532, 533, 534, 535, 2/2/1
License No.	:	19/93
The Land details for Apartment Buildings are as follows	:	
The land on which the Apartment buildings Namely Lagoon Residential Apartment Complex, Lagoon Club, Covered Car Parking Open Car Parking, Roads, Passages, Lawn and Other open areas admeasure		44435.451 Square Meters
The Land on which EWS block will be erected admeasure		Area allocated in Ambience Island for development of EWS with regard to Ambience Lagoon.

II. That the Grantor has constructed on this parcel of land, described in I above, an Apartment Building, known as Lagoon Residential Apartment Complex according to plan attached hereto as Exhibit A, which were approved by the Director, Town and Country Planning, (DTCP), Haryana, and which are made as part thereof as –

a) Municipal index of property number and ward	Not Applicable
b) Postal address of the building	Lagoon Residential Apartment Complex, Ambience Island, NH-8 Gurgaon, Haryana.

III. That the said property consists of the following :-

i)	Fifteen Apartment Buildings	
ii)	Club Building	
iii)	EWS Building (yet to be constructed)	Lagoon Residential Complex is part of the integrated township, Ambience Island being developed on 132.065 Acres, layout of which was approved on 01.03.05 and space of EWS has been earmarked in the layout plan and accordingly developments will be carried out in due course of time.

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In all there are 345 main Dwelling Units including 393 Covered Car Parking in 2 Level Basement, 90 Open Car Parking around buildings, Dwelling Units for Economically Weaker Section (yet to be constructed as Lagoon Residential Apartment Complex is part of the integrated township, Ambience Island, being developed on 132.065 Acres, layout of which was approved on 01.03.05 and space of EWS has been earmarked in the layout plan and accordingly development will be carried out in due course of time). The open areas have been landscaped with greenery, play areas, driveways, walkways and open surface parking.

The various Apartments of the scheme are all capable of individual utilization on account of having their own exit to common areas and facility of the building/property scheme; and the apartment will be sold to one or more owners, *each owner obtaining a particular and exclusive property rights thereto and each apartment constituting a heritable and* transferable immovable property within the meaning of any law for the time being in force in the State (hereinafter be referred to as Independent Unit "I.U.") and also an individual interest in the general and/or restricted common areas and facilities of the building/property scheme, as listed hereinafter the declaration deed, necessary for their adequate use and enjoyment, and referred to as.

III a) General facilities, for all apartments, Covered Car Parking and Open Parking of the scheme;

i)	Underground Domestic & Fire Water tanks, and pump rooms.	
ii)	Fire Fighting Equipments & System.	(Located in
iii)	Electrical Panels/Boards	(Basement under
iv)	Fresh Air Fans & Ventilators	(Dwelling
v)	Bore Wells	(Units of elsewhere

It is made clear that the D.G. Room, Electric Sub-Station, Club Building and External Roads are specifically excluded from the scope of Common areas in this Declaration and that any Apartment in Lagoon Residential Apartment Complex shall not have any right, title or interest in the same.

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4.

III b) 1. Common facilities for independent unit of individual block A, B, B1, C, C1, D, E, F, G, H, I, J, K, L and M in Lagoon Residential Apartment Complex

i) Earmarked Lawns & Play areas including lighting & services etc.

ii) Internal link Roads & Driveways including lighting & services etc.

iii) Maintenance/Service rooms.

iv) Open car parking for visitors;

The right, title and interest of independent unit of individual block A, B, B1, C, C1, D, E, F, G, H, I, J, K, L and M and their proportionate share in the profit and common expenses in the above common areas and facilities based on proportionate value of each individual block to the total value all the fifteen blocks shall be as follows:

Building Block A	-	5.113%
Building Block B	-	4.998%
Building Block B1	-	12.607%
Building Block C	-	8.030%
Building Block C1	-	3.581%
Building Block D	-	7.407%
Building Block E	-	8.547%
Building Block F	-	8.651%
Building Block G	-	6.752%
Building Block H	-	8.128%
Building Block I	-	4.411%
Building Block J	-	5.767%
Building Block K	-	6.722%
Building Block L	-	4.386%
Building Block M	-	4.900%
Total	-	100 %

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III b) 2. Common facilities for independent unit of individual block A, B, B1, C, C1, D, E, F, G, H, I, J, K, L and M in Lagoon Residential Apartment Complex

i) Entrance lobby at ground floor.

ii) Staircases.

iii) 31 lifts in the Apartment Complex.

iv) Lift Lobby including lighting and fire fighting equipments thereof.

v) Lift Machine Room.

vi) Overhead Water tanks.

vii) Plumbing / Fire Shafts.

viii) Fire Detection/Control Room.

ix) Service/Maintenance area of building.

x) Electrical and L.V. shafts with provision for meters.

xi) Electrical panel for building in Basement/ on Ground Floor.

xii) Lighting in Lobbies, Staircases and corridors.

xiii) Central Mail Delivery.

xiv) Lighting / services of car parking area in Basement/ on Ground Floor.

xv) Ramps, driveways, stairscases, passages.

xvi) EPABX room with intercom.

xvii) External Fire Hydrants around buildings.

xviii) Lighting protection and aviation caution light provided on all buildings.

[illegible] Developers & Infrastructure Pvt. Ltd.

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III b) 3. Restricted common facilities for I.U.'s on same floor of individual all the blocks above in accordance with Haryana Apartment Ownership Act, 1983.

i) Lift Lobby, passages/ corridors.

ii) Fire Hydrants with hose reel and Cabinet.

iii) Portable Fire Extinguishers.

IV. That the aforesaid buildings has a total building area of 86733.29 square metres on all floors, of which 68293.93 square metres will constitute the independent units and remaining 18439.36 square meters will constitute the general and/or restricted common areas and facilities.

V. That this condominium shall be known as "Lagoon Residential Apartment Complex" and that the independent units and common areas/facilities of the building/scheme shall be as follows and as shown in the drawing as Exhibit B.

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7.

Independent Units

S. No.	BLOCK INDEX	FLOOR	TYPE OF I.U.'s	DESCRIPTION OF I.U.'s	BUILT UP AREA OF I.U.'s	NO.OF SUCH I.U's	NO. OF SUCH BLOCK	Total
1	A, B, L & M	GROUND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2934	2 X 1 = 2	FOUR	8
2		FIRST	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	3389	2 X 1 = 2	FOUR	8
3		SECOND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	3215	2 X 1 = 2	FOUR	8
4		THIRD	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	3215	2 X 1 = 2	FOUR	8
5		FOURTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	3215	2 X 1 = 2	FOUR	8
6		FIFTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	3215	2 X 1 = 2	FOUR	8
7		SIXTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	3215	2 X 1 = 2	FOUR	8
8		SEVENTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	3215	2 X 1 = 2	FOUR	8
9		EIGHTH	PENTHOUSE	Living - cum - Dining Room, 3 Bed Rooms, 5 Toilets, Kitchen & Balcony, Servant Room, Terraces	4679	2 X 1 = 2	FOUR	8
								72
10	C	GROUND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2443	2 X 1 = 2	ONE	2
11			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2189	2 X 1 = 2	ONE	2
12		FIRST	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2478	2 X 1 = 2	ONE	2
13			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2189	2 X 1 = 2	ONE	2
14		SECOND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2509	2 X 1 = 2	ONE	2
15			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2189	2 X 1 = 2	ONE	2
16		THIRD	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2509	2 X 1 = 2	ONE	2

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S No.	BLOCK INDEX	FLOOR	TYPE OF I.U.'s	DESCRIPTION OF I.U.'s	BUILT UP AREA OF I.U.'s	NO.OF SUCH I.U's	NO. OF SUCH BLOCK	
17			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2189	2 X 1 = 2	ONE	2
18		FOURTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2509	2 X 1 = 2	ONE	2
19			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2189	2 X 1 = 2	ONE	2
20		FIFTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2509	2 X 1 = 2	ONE	2
21			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2189	2 X 1 = 2	ONE	2
22		SIXTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2509	2 X 1 = 2	ONE	2
23			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2189	2 X 1 = 2	ONE	2
24		SEVENTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2509	2 X 1 = 2	ONE	2
								30
25			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2189	2 X 1 = 2	ONE	2
26		EIGHTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2509	2 X 1 = 2	ONE	2
27			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony	2189	2 X 1 = 2	ONE	2
28		NINTH	PENTHOUSE	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony, Terraces	4396	2 X 1 = 2	ONE	2
29			PENTHOUSE	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen Servant Room & Balcony, Terraces	3780	2 X 1 = 2	ONE	2
								40
30	C 1	GROUND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	4611	1 X 1 = 1	ONE	1
31		FIRST	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	3623	1 X 1 = 1	ONE	1
32		SECOND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	2090	1 X 1 = 1	ONE	1

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S. No.	BLOCK INDEX	FLOOR	TYPE OF I.U.'s	DESCRIPTION OF I.U.'s	BUILT UP AREA OF I.U.'s	NO.OF SUCH I.U's	NO. OF SUCH BLOCK	
33			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	1993	1 X 1 = 1	ONE	1
34		THIRD	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	2090	1 X 1 = 1	ONE	1
35			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	1993	1 X 1 = 1	ONE	1
36		FOURTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	2090	1 X 1 = 1	ONE	1
37			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	1993	1 X 1 = 1	ONE	1
38		FIFTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	2090	1 X 1 = 1	ONE	1
								10
39			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	1993	1 X 1 = 1	ONE	1
40		SIXTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	2090	1 X 1 = 1	ONE	1
41			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	1993	1 X 1 = 1	ONE	1
42		SEVENTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	2090	1 X 1 = 1	ONE	1
43			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	1993	1 X 1 = 1	ONE	1
44		EIGHTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	2090	1 X 1 = 1	ONE	1
45			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room with common toilet for the floor	1993	1 X 1 = 1	ONE	1
46		NINTH	PENTHOUSE	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony, Terrace, Servant Room with common toilet for the floor	2569	1 X 1 = 1	ONE	1

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S. No.	BLOCK INDEX	FLOOR	TYPE OF I.U.'s	DESCRIPTION OF I.U.'s	BUILT UP AREA OF I.U.'s	NO.OF SUCH I.U's	NO. OF SUCH BLOCK	
47			PENTHOUSE	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony, Terrace, Servant Room with common toilet for the floor	3493	1 X 1 = 1	ONE	1
								18
48	D & G	GROUND	4 BED ROOM	Living - cum - Dining Room, 4 Bed Rooms, 5 Toilets, Kitchen, Balcony & Servant Room	4108	2 X 1 = 2	TWO	4
49		FIRST	4 BED ROOM	Living - cum - Dining Room, 4 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	4405	2 X 1 = 2	TWO	4
50		SECOND	4 BED ROOM	Living - cum - Dining Room, 4 Bed Rooms, 5 Toilets, Kitchen, Balcony & Servant Room	4368	2 X 1 = 2	TWO	4
51		THIRD	4 BED ROOM	Living - cum - Dining Room, 4 Bed Rooms, 5 Toilets, Kitchen, Balcony & Servant Room	4368	2 X 1 = 2	TWO	4
52		FOURTH	4 BED ROOM	Living - cum - Dining Room, 4 Bed Rooms, 5 Toilets, Kitchen, Balcony & Servant Room	4368	2 X 1 = 2	TWO	4
53		FITH	4 BED ROOM	Living - cum - Dining Room, 4 Bed Rooms, 5 Toilets, Kitchen, Balcony & Servant Room	4368	2 X 1 = 2	TWO	4
54		SIXTH	4 BED ROOM	Living - cum - Dining Room, 4 Bed Rooms, 5 Toilets, Kitchen, Balcony & Servant Room	4368	2 X 1 = 2	TWO	4
55		SEVENTH	4 BED ROOM	Living - cum - Dining Room, 4 Bed Rooms, 5 Toilets, Kitchen, Balcony & Servant Room	4368	2 X 1 = 2	TWO	4
56		EIGHTH	4 BED ROOM	Living - cum - Dining Room, 4 Bed Rooms, 5 Toilets, Kitchen, Balcony & Servant Room	4368	2 X 1 = 2	TWO	4
57		NINTH	PENTHOUSE	Living - cum - Dining Room, 4 Bed Rooms, 7 Toilets, Kitchen, Balcony, Servant Room & Terrace	6713	2 X 1 = 2	TWO	4
								40
58	E	GROUND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2618	2 X 1 = 2	ONE	2
59			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2134	2 X 1 = 2	ONE	2
60		FIRST	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2616	2 X 1 = 2	ONE	2
61			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2295	2 X 1 = 2	ONE	2
62		SECOND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2615	2 X 1 = 2	ONE	2
63			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2452	2 X 1 = 2	ONE	2

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S. No.	BLOCK INDEX	FLOOR	TYPE OF I.U.'s	DESCRIPTION OF I.U.'s	BUILT UP AREA OF I.U.'s	NO.OF SUCH I.U's	NO. OF SUCH BLOCK	
64		THIRD	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2614	2 X 1 = 2	ONE	2
65			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2452	2 X 1 = 2	ONE	2
66		FOURTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2614	2 X 1 = 2	ONE	2
67			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2558	2 X 1 = 2	ONE	2
68		FIFTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2614	2 X 1 = 2	ONE	2
69			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2558	2 X 1 = 2	ONE	2
70		SIXTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2614	2 X 1 = 2	ONE	2
71			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2452	2 X 1 = 2	ONE	2
72		SEVENTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2614	2 X 1 = 2	ONE	2
73			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2452	2 X 1 = 2	ONE	2
74		EIGHTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2614	2 X 1 = 2	ONE	2
75			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2558	2 X 1 = 2	ONE	2
76		NINTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony, Servant Room & Terrace	4658	2 X 1 = 2	ONE	2
77			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony, Servant Room & Terrace	3570	2 X 1 = 2	ONE	2
								40
78	F	GROUND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2656	2 X 1 = 2	ONE	2
79			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony & Servant Room	1996	2 X 1 = 2	ONE	2
80		FIRST	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2656	2 X 1 = 2	ONE	2
81			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony & Servant Room	2155	2 X 1 = 2	ONE	2

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S. No.	BLOCK INDEX	FLOOR	TYPE OF I.U.'s	DESCRIPTION OF I.U.'s	BUILT UP AREA OF I.U.'s	NO.OF SUCH I.U's	NO. OF SUCH BLOCK	
82		SECOND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2656	2 X 1 = 2	ONE	2
83			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony & Servant Room	2311	2 X 1 = 2	ONE	2
84		THIRD	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2656	2 X 1 = 2	ONE	2
85			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony & Servant Room	2311	2 X 1 = 2	ONE	2
86		FOURTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2656	2 X 1 = 2	ONE	2
87			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony & Servant Room	2416	2 X 1 = 2	ONE	2
88		FIFTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2656	2 X 1 = 2	ONE	2
89			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony & Servant Room	2416	2 X 1 = 2	ONE	2
90		SIXTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2656	2 X 1 = 2	ONE	2
91			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony & Servant Room	2311	2 X 1 = 2	ONE	2
92		SEVENTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2656	2 X 1 = 2	ONE	2
93			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony & Servant Room	2311	2 X 1 = 2	ONE	2
94		EIGHTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	2656	2 X 1 = 2	ONE	2
95			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony & Servant Room	2416	2 X 1 = 2	ONE	2
96		NINTH	PENTHOUSE	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony, Servant Room & Terrace	4542	1 X 1 = 1	ONE	1
97			PENTHOUSE	Living - cum - Dining Room, 3 Bed Rooms, 5 Toilets, Kitchen, Balcony, Servant Room & Terrace	4700	1 X 1 = 1	ONE	1
98			PENTHOUSE	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony, Servant Room & Terrace	3418	2 X 1 = 2	ONE	2
								40

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S. No.	BLOCK INDEX	FLOOR	TYPE OF I.U.'s	DESCRIPTION OF I.U.'s	BUILT UP AREA OF I.U.'s	NO.OF SUCH I.U's	NO. OF SUCH BLOCK	
99	H	GROUND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3072	2 X 1 = 2	ONE	2
100			2 BED ROOM	Living - cum - Dining Room, 2 Bed Rooms, 2 Toilets, Kitchen, Balcony & Servant Room	1496	2 X 1 = 2	ONE	2
101		FIRST	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3099	2 X 1 = 2	ONE	2
102			2 BED ROOM	Living - cum - Dining Room, 2 Bed Rooms, 2 Toilets, Kitchen, Balcony & Servant Room	1496	2 X 1 = 2	ONE	2
103		SECOND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3156	2 X 1 = 2	ONE	2
104			2 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	1496	2 X 1 = 2	ONE	2
105		THIRD	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3156	2 X 1 = 2	ONE	2
106			2 BED ROOM	Living - cum - Dining Room, 2 Bed Rooms, 2 Toilets, Kitchen, Balcony & Servant Room	1496	2 X 1 = 2	ONE	2
107		FOURTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3156	2 X 1 = 2	ONE	2
108			2 BED ROOM	Living - cum - Dining Room, 2 Bed Rooms, 2 Toilets, Kitchen, Balcony & Servant Room	1496	2 X 1 = 2	ONE	2
109		FIFTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3156	2 X 1 = 2	ONE	2
110			2 BED ROOM	Living - cum - Dining Room, 2 Bed Rooms, 2 Toilets, Kitchen, Balcony & Servant Room	1496	2 X 1 = 2	ONE	2
111		SIXTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3156	2 X 1 = 2	ONE	2
112			2 BED ROOM	Living - cum - Dining Room, 2 Bed Rooms, 2 Toilets, Kitchen, Balcony & Servant Room	1496	2 X 1 = 2	ONE	2
113		SEVENTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3156	2 X 1 = 2	ONE	2
114			2 BED ROOM	Living - cum - Dining Room, 2 Bed Rooms, 2 Toilets, Kitchen, Balcony & Servant Room	1496	2 X 1 = 2	ONE	2
115		EIGHTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3156	2 X 1 = 2	ONE	2
116			2 BED ROOM	Living - cum - Dining Room, 2 Bed Rooms, 2 Toilets, Kitchen, Balcony & Servant Room	1496	2 X 1 = 2	ONE	2

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14.

S. No.	BLOCK INDEX	FLOOR	TYPE OF I.U.'s	DESCRIPTION OF I.U.'s	BUILT UP AREA OF I.U.'s	NO.OF SUCH I.U's	NO. OF SUCH BLOCK	
117		NINTH	PENTHOUSE	Living - cum - Dining Room, 3 Bed Rooms, 5 Toilets, Kitchen, Balcony, Servant Room & Terrace	5136	2 X 1 = 2	ONE	2
118			PENTHOUSE	Living - cum - Dining Room, 2 Bed Rooms, 3 Toilets, Kitchen, Balcony, Servant Room & Terrace	2406	2 X 1 = 2	ONE	2
								40
119	I	GROUND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3242	1 X 1 = 1	ONE	1
120		FIRST	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3350	1 X 1 = 1	ONE	1
121		SECOND	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3222	1 X 1 = 1	ONE	1
122			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3168	1 X 1 = 1	ONE	1
123		THIRD	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3222	1 X 1 = 1	ONE	1
124			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3168	1 X 1 = 1	ONE	1
125		FOURTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3222	1 X 1 = 1	ONE	1
126			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3168	1 X 1 = 1	ONE	1
127		FIFTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3222	1 X 1 = 1	ONE	1
128			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3168	1 X 1 = 1	ONE	1
129		SIXTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3222	1 X 1 = 1	ONE	1
130			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3168	1 X 1 = 1	ONE	1
131		SEVENTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3222	1 X 1 = 1	ONE	1
132			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3168	1 X 1 = 1	ONE	1
133		EIGHTH	3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3222	1 X 1 = 1	ONE	1
134			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3168	1 X 1 = 1	ONE	1

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S. No.	BLOCK INDEX	FLOOR	TYPE OF I.U.'s	DESCRIPTION OF I.U.'s	BUILT UP AREA OF I.U.'s	NO.OF SUCH I.U's	NO. OF SUCH BLOCK	
135		NINTH	PENTHOUSE	Living - cum - Dining Room, 3 Bed Rooms, 5 Toilets, Kitchen, Balcony, Servant Room & Terrace	4929	1 X 1 = 1	ONE	1
136			PENTHOUSE	Living - cum - Dining Room, 3 Bed Rooms, 5 Toilets, Kitchen, Balcony, Servant Room & Terrace	4849	1 X 1 = 1	ONE	1
								18
137	J	GROUND	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	5668	1 X 1 = 1	ONE	1
138		FIRST	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5767	1 X 1 = 1	ONE	1
139		SECOND	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	6035	1 X 1 = 1	ONE	1
140		THIRD	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5719	1 X 1 = 1	ONE	1
141		FOURTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5730	1 X 1 = 1	ONE	1
142		FIFTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5678	1 X 1 = 1	ONE	1
143		SIXTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5910	1 X 1 = 1	ONE	1
144		SEVENTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5737	1 X 1 = 1	ONE	1
145		EIGHTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5873	1 X 1 = 1	ONE	1
146		NINTH	PENTHOUSE	Living - cum - Dining Room, 5 Bed Rooms, 9 Toilets, Kitchen, Balcony, Servant Room & Terrace	8222	1 X 1 = 1	ONE	1
								10
147	K	GROUND	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5739	1 X 1 = 1	ONE	1
148			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 3 Toilets, Kitchen, Balcony & Servant Room	3300	1 X 1 = 1	ONE	1
149		FIRST	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5374	1 X 1 = 1	ONE	1
150			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3401	1 X 1 = 1	ONE	1
151		SECOND	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5374	1 X 1 = 1	ONE	1

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S. No.	BLOCK INDEX	FLOOR	TYPE OF I.U.'s	DESCRIPTION OF I.U.'s	BUILT UP AREA OF I.U.'s	NO.OF SUCH I.U's	NO. OF SUCH BLOCK	
152			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3226	1 X 1 = 1	ONE	1
153		THIRD	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5374	1 X 1 = 1	ONE	1
154			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3226	1 X 1 = 1	ONE	1
155		FOURTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5374	1 X 1 = 1	ONE	1
156			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3226	1 X 1 = 1	ONE	1
157		FIFTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5374	1 X 1 = 1	ONE	1
158			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3226	1 X 1 = 1	ONE	1
159		SIXTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5374	1 X 1 = 1	ONE	1
160			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3226	1 X 1 = 1	ONE	1
161		SEVENTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 7 Toilets, Kitchen, Balcony & Servant Room	5374	1 X 1 = 1	ONE	1
162			3 BED ROOM	Living - cum - Dining Room, 3 Bed Rooms, 4 Toilets, Kitchen, Balcony & Servant Room	3226	1 X 1 = 1	ONE	1
163		EIGHTH	PENTHOUSE	Living - cum - Dining Room, 5 Bed Rooms, 8 Toilets, Kitchen, Balcony, Servant Room & Terrace	8050	1 X 1 = 1	ONE	1
164			PENTHOUSE	Living - cum - Dining Room, 3 Bed Rooms, 5 Toilets, Kitchen, Balcony, Servant Room & Terrace	4690	1 X 1 = 1	ONE	1
								18
165	B 1	GROUND	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	6800	1 X 1 = 1	ONE	1
166		FIRST	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	6800	1 X 1 = 1	ONE	1
167		SECOND	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	6800	1 X 1 = 1	ONE	1
168		THIRD	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	6800	1 X 1 = 1	ONE	1
169		FOURTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	6800	1 X 1 = 1	ONE	1

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S. No.	BLOCK INDEX	FLOOR	TYPE OF I.U.'s	DESCRIPTION OF I.U.'s	BUILT UP AREA OF I.U.'s	NO.OF SUCH I.U's	NO. OF SUCH BLOCK	
170		FIFTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	6800	1 X 1 = 1	ONE	1
171		SIXTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	6800	1 X 1 = 1	ONE	1
172		SEVENTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	6800	1 X 1 = 1	ONE	1
173		EIGHTH	PENTHOUSE	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	10500	1 X 1 = 1	ONE	1
								9
				GRAND TOTAL				345

The said independent units shall be systematically numbered indicating the block, floor and apartment number.

The area of I.U.'s include all outer walls and one half of common walls.

V (2) Common Areas and Facilities –In the parcel of land described in para I, of this deed, consists of common approach roads, car parking, landscape and parks, community centres, lounges, corridors, staircases, lifts and common services and equipments, etc. as detailed below:-

a) General facilities, for all apartments, Covered Car Parking and Open Parking of the scheme;

i) Underground Domestic & Fire Water tanks, and pump rooms.
ii) Fire Fighting Equipments & System. (Located in
iii) Electrical Panels/Boards (Basement under
iv) Fresh Air Fans & Ventilators (Dwelling
v) Bore Wells (Units or elsewhere

It is made clear that the D.G. Room, Electric Sub-Station, Club Building and External Roads are specifically excluded from the scope of Common areas in this Declaration and that any Apartment in Lagoon Residential Apartment Complex shall not have any right, title or interest in the same.

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V (2) (b)1. Common facilities for independent unit of individual block A, B, B1, C, C1, D, E, F, G, H, I, J, K, L and M in Lagoon Residential Apartment Complex

i) Earmarked Lawns & Play areas including lighting & services etc.

ii) Internal link Roads & Driveways including lighting & services etc.

iii) Maintenance/Service rooms.

iv) Open car parking for visitors;

The right, title and interest of independent unit of individual block A, B, B1, C, C1, D, E, F, G, H, I, J, K, L and M and their proportionate share in the profit and common expenses in the above common areas and facilities based on proportionate value of each individual block to the total value all the fifteen blocks shall be as follows:

Building Block A	-	5.113%
Building Block B	-	4.998%
Building Block B1	-	12.607%
Building Block C	-	8.030%
Building Block C1	-	3.581%
Building Block D	-	7.407%
Building Block E	-	8.547%
Building Block F	-	8.651%
Building Block G	-	6.752%
Building Block H	-	8.128%
Building Block I	-	4.411%
Building Block J	-	5.767%
Building Block K	-	6.722%
Building Block L	-	4.386%
Building Block M	-	4.900%
Total	-	100 %

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V (2) (b) 2. Common facilities for independent unit of individual block A, B, B1, C, C1, D, E, F, G, H, I, J, K, L and M in Lagoon Residential Apartment Complex

i) Entrance lobby at ground floor.

ii) Staircases.

iii) 31 Lifts in the Apartment Complex.

iv) Lift Lobby including lighting and fire fighting equipments thereof.

v) Lift Machine Room.

vi) Overhead Water tanks.

vii) Plumbing / Fire Shafts.

viii) Fire Detection/Control Room.

ix) Service/Maintenance area of building.

x) Electrical and L.V. shafts with provision for meters.

xi) Electrical panel for building in Basement/ on Ground Floor.

xii) Lighting in Lobbies, Staircases and corridors.

xiii) Central Mail Delivery.

xiv) Lighting / services of car parking area in Basement/ on Ground Floor.

xv) Ramps, driveways, stairscases, passages.

xvi) EPABX room with intercom.

xvii) External Fire Hydrants around buildings.

xviii) Lighting protection and aviation caution light provided on all buildings.

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V (2) (c) 1. Restricted common facilities for I.U.'s on same floor of individual all the blocks above in accordance with Haryana Apartment Ownership Act, 1983.

i) Lift Lobby, passages/ corridors.

ii) Fire Hydrants with hose reel and Cabinet.

iii) Portable Fire Extinguishers.

VI. (a) That the right, title and interest of each owner of a independent unit in general common areas and facilities listed in para V(2)(A) and their proportionate share in the profit and common expenses in the said general common areas and facilities as well as the representation for voting purpose in the meeting of the Association of Apartment Owner of the Lagoon Residential Apartment Complex condominium is based on the proportionate value of each I.U. to the total value of all such I.U.'s as follows:-

Total value of all the independent unit in the scheme Rs.185,23,67,276/-

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BLOCK A

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
1	A-001	3 BED ROOM	4978939	0.269	1	0.269
		CAR PARKING	175000	0.009	1	0.009
2	A-002	3 BED ROOM	3418110	0.185	1	0.185
		CAR PARKING	100000	0.005	1	0.005
3	A-101	3 BED ROOM	3778735	0.204	1	0.204
		CAR PARKING	100000	0.005	1	0.005
4	A-102	3 BED ROOM	4981000	0.269	1	0.269
		CAR PARKING	100000	0.005	1	0.005
5	A-201	3 BED ROOM	5915600	0.319	1	0.319
		CAR PARKING	0	0.000	0	0.000
6	A-202	3 BED ROOM	4227725	0.228	1	0.228
		CAR PARKING	175000	0.009	1	0.009
7	A-301	3 BED ROOM	4719974	0.255	1	0.255
		CAR PARKING	150000	0.008	1	0.008
8	A-302	3 BED ROOM	5995975	0.324	1	0.324
		CAR PARKING	150000	0.008	1	0.008
9	A-401	3 BED ROOM	5674475	0.306	1	0.306
		CAR PARKING	150000	0.008	1	0.008
10	A-402	3 BED ROOM	5674475	0.306	1	0.306
		CAR PARKING	150000	0.008	1	0.008
11	A-501	3 BED ROOM	5352975	0.289	1	0.289
		CAR PARKING	150000	0.008	1	0.008
12	A-502	3 BED ROOM	5995975	0.324	1	0.324
		CAR PARKING	175000	0.009	1	0.009
13	A-601	3 BED ROOM	5192226	0.280	1	0.280
		CAR PARKING	150000	0.008	1	0.008
14	A-602	3 BED ROOM	4066975	0.220	1	0.220
		CAR PARKING	250000	0.013	2	0.013
15	A-701	3 BED ROOM	5269385	0.284	1	0.284
		CAR PARKING	150000	0.008	1	0.008
16	A-702	3 BED ROOM	5352975	0.289	1	0.289
		CAR PARKING	150000	0.008	1	0.008
17	A-801	3 BED ROOM	4962955	0.268	1	0.268
		CAR PARKING	150000	0.008	1	0.008
18	A-802	3 BED ROOM	6533690	0.353	1	0.353
		CAR PARKING	200000	0.011	1	0.011
		TOTAL	94717164	5.113	36	5.113

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BLOCK B

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
19	B-001	3 BED ROOM	3699774	0.200	1	0.200
		CAR PARKING	150000	0.008	1	0.008
20	B-002	3 BED ROOM	3253806	0.176	1	0.176
		CAR PARKING	100000	0.005	1	0.005
21	B-101	3 BED ROOM	4814075	0.260	1	0.260
		CAR PARKING	100000	0.005	1	0.005
22	B-102	3 BED ROOM	4456535	0.241	1	0.241
		CAR PARKING	150000	0.008	1	0.008
23	B-201	3 BED ROOM	6156725	0.332	1	0.332
		CAR PARKING	150000	0.008	1	0.008
24	B-202	3 BED ROOM	5785196	0.312	1	0.312
		CAR PARKING	150000	0.008	1	0.008
25	B-301	3 BED ROOM	5674475	0.306	1	0.306
		CAR PARKING	175000	0.009	1	0.009
26	B-302	3 BED ROOM	5301535	0.286	1	0.286
		CAR PARKING	175000	0.009	1	0.009
27	B-401	3 BED ROOM	5674475	0.306	1	0.306
		CAR PARKING	150000	0.008	1	0.008
28	B-402	3 BED ROOM	3449695	0.186	1	0.186
		CAR PARKING	150000	0.008	1	0.008
29	B-501	3 BED ROOM	5664250	0.306	1	0.306
		CAR PARKING	175000	0.009	1	0.009
30	B-502	3 BED ROOM	7139229	0.385	1	0.385
		CAR PARKING	200000	0.011	1	0.011
31	B-601	3 BED ROOM	5545875	0.299	1	0.299
		CAR PARKING	150000	0.008	1	0.008
32	B-602	3 BED ROOM	3449695	0.186	1	0.186
		CAR PARKING	300000	0.016	2	0.016
33	B-701	3 BED ROOM	3449695	0.186	1	0.186
		CAR PARKING	100000	0.005	1	0.005
34	B-702	3 BED ROOM	4749869	0.256	1	0.256
		CAR PARKING	150000	0.008	1	0.008
35	B-801	3 BED ROOM	6065867	0.329	1	0.329
		CAR PARKING	200000	0.011	1	0.011
36	B-802	3 BED ROOM	5153465	0.279	1	0.279
		CAR PARKING	350000	0.019	2	0.019
		TOTAL	92589326	4.998	36	4.998

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BLOCK B1

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
37	B1-001	5 BED ROOM	30000000	1.620	1	1.620
		CAR PARKING	300000	0.016	1	0.016
38	B1-101	5 BED ROOM	23000000	1.242	1	1.242
		CAR PARKING	600000	0.032	2	0.032
39	B1-201	5 BED ROOM	30500000	1.647	1	1.647
		CAR PARKING	600000	0.032	2	0.032
40	B1-301	5 BED ROOM	27400000	1.479	1	1.479
		CAR PARKING	600000	0.032	2	0.032
41	B1-401	5 BED ROOM	25642000	1.384	1	1.384
		CAR PARKING	300000	0.016	1	0.016
42	B1-501	5 BED ROOM	24060000	1.299	1	1.299
		CAR PARKING	600000	0.032	2	0.032
43	B1-601	5 BED ROOM	24060000	1.299	1	1.299
		CAR PARKING	600000	0.032	2	0.032
44	B1-701	5 BED ROOM	25000000	1.350	1	1.350
		CAR PARKING	600000	0.032	2	0.032
45	B1-801	5 BED ROOM	19360000	1.045	1	1.045
		CAR PARKING	300000	0.016	1	0.016
		TOTAL	233522000	12.607	24	12.607

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BLOCK C

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
46	C-001	3 BED ROOM	3277850	0.177	1	0.177
		CAR PARKING	100000	0.005	1	0.005
47	C-002	3 BED ROOM	2987985	0.161	1	0.161
		CAR PARKING	150000	0.008	1	0.008
48	C-003	3 BED ROOM	3097435	0.167	1	0.167
		CAR PARKING	200000	0.011	1	0.011
49	C-004	3 BED ROOM	2723946	0.147	1	0.147
		CAR PARKING	175000	0.009	1	0.009
50	C-101	3 BED ROOM	2653894	0.144	1	0.144
		CAR PARKING	150000	0.008	1	0.008
51	C-102	3 BED ROOM	3767269	0.203	1	0.203
		CAR PARKING	175000	0.009	1	0.009
52	C-103	3 BED ROOM	3767269	0.203	1	0.203
		CAR PARKING	175000	0.009	1	0.009
53	C-104	3 BED ROOM	2267372	0.122	1	0.122
		CAR PARKING	175000	0.009	1	0.009
54	C-201	3 BED ROOM	2692157	0.145	1	0.145
		CAR PARKING	100000	0.005	1	0.005
55	C-202	3 BED ROOM	3230964	0.174	1	0.174
		CAR PARKING	150000	0.008	1	0.008
56	C-203	3 BED ROOM	2760328	0.149	1	0.149
		CAR PARKING	175000	0.009	1	0.009
57	C-204	3 BED ROOM	2759900	0.149	1	0.149
		CAR PARKING	150000	0.008	2	0.008
58	C-301	3 BED ROOM	3745937	0.202	1	0.202
		CAR PARKING	175000	0.009	1	0.009
59	C-302	3 BED ROOM	3108381	0.168	1	0.168
		CAR PARKING	150000	0.008	1	0.008
60	C-303	3 BED ROOM	3666576	0.198	1	0.198
		CAR PARKING	175000	0.009	1	0.009
61	C-304	3 BED ROOM	4428385	0.239	1	0.239
		CAR PARKING	175000	0.009	1	0.009
62	C-401	3 BED ROOM	4654270	0.251	1	0.251
		CAR PARKING	175000	0.009	1	0.009
63	C-402	3 BED ROOM	4590550	0.248	1	0.248
		CAR PARKING	100000	0.005	1	0.005
64	C-403	3 BED ROOM	2760329	0.149	1	0.149
		CAR PARKING	175000	0.009	1	0.009
65	C-404	3 BED ROOM	3424786	0.185	1	0.185
		CAR PARKING	200000	0.011	1	0.011
66	C-501	3 BED ROOM	4174550	0.225	1	0.225
		CAR PARKING	175000	0.009	1	0.009
67	C-502	3 BED ROOM	2760329	0.149	1	0.149
		CAR PARKING	150000	0.008	1	0.008
68	C-503	3 BED ROOM	2987985	0.161	1	0.161
		CAR PARKING	175000	0.009	1	0.009

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S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
69	C-504	3 BED ROOM	3163849	0.171	1	0.171
		CAR PARKING	175000	0.009	1	0.009
70	C-601	3 BED ROOM	3620487	0.195	1	0.195
		CAR PARKING	150000	0.008	1	0.008
71	C-602	3 BED ROOM	3425785	0.185	1	0.185
		CAR PARKING	175000	0.009	1	0.009
72	C-603	3 BED ROOM	3600905	0.194	1	0.194
		CAR PARKING	175000	0.009	1	0.009
73	C-604	3 BED ROOM	4267809	0.230	1	0.230
		CAR PARKING	175000	0.009	1	0.009
74	C-701	3 BED ROOM	4543799	0.245	1	0.245
		CAR PARKING	175000	0.009	1	0.009
75	C-702	3 BED ROOM	3268177	0.176	1	0.176
		CAR PARKING	150000	0.008	1	0.008
76	C-703	3 BED ROOM	2760329	0.149	1	0.149
		CAR PARKING	175000	0.009	1	0.009
77	C-704	3 BED ROOM	4553835	0.246	1	0.246
		CAR PARKING	175000	0.009	1	0.009
78	C-801	3 BED ROOM	3173885	0.171	1	0.171
		CAR PARKING	175000	0.009	1	0.009
79	C-802	3 BED ROOM	3290550	0.178	1	0.178
		CAR PARKING	150000	0.008	1	0.008
80	C-803	3 BED ROOM	2790976	0.151	1	0.151
		CAR PARKING	100000	0.005	1	0.005
81	C-804	3 BED ROOM	2782482	0.150	1	0.150
		CAR PARKING	250000	0.013	2	0.013
82	C-901	3 BED ROOM	4666800	0.252	1	0.252
		CAR PARKING	150000	0.008	1	0.008
83	C-902	3 BED ROOM	5104195	0.276	1	0.276
		CAR PARKING	150000	0.008	1	0.008
84	C-903	3 BED ROOM	5054195	0.273	1	0.273
		CAR PARKING	175000	0.009	1	0.009
85	C-904	3 BED ROOM	5833001	0.315	1	0.315
		CAR PARKING	175000	0.009	1	0.009
		TOTAL	148744505	8.030	82	8.030

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BLOCK C1

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
86	C1-000	3 BED ROOM	5778685	0.312	1	0.312
		CAR PARKING	0	0.000	0	0.000
87	C1-100	3 BED ROOM	11965545	0.646	1	0.646
		CAR PARKING	0	0.000	0	0.000
88	C1-201	3 BED ROOM	2521145	0.136	1	0.136
		CAR PARKING	100000	0.005	1	0.005
89	C1-202	3 BED ROOM	3795500	0.205	1	0.205
		CAR PARKING	100000	0.005	1	0.005
90	C1-301	3 BED ROOM	4250350	0.229	1	0.229
		CAR PARKING	200000	0.011	1	0.011
91	C1-302	3 BED ROOM	2497550	0.135	1	0.135
		CAR PARKING	100000	0.005	1	0.005
92	C1-401	3 BED ROOM	2780585	0.150	1	0.150
		CAR PARKING	100000	0.005	1	0.005
93	C1-402	3 BED ROOM	2434850	0.131	1	0.131
		CAR PARKING	200000	0.011	1	0.011
94	C1-501	3 BED ROOM	2521145	0.136	1	0.136
		CAR PARKING	150000	0.008	1	0.008
95	C1-502	3 BED ROOM	2639664	0.143	1	0.143
		CAR PARKING	100000	0.005	1	0.005
96	C1-601	3 BED ROOM	2300360	0.124	1	0.124
		CAR PARKING	100000	0.005	1	0.005
97	C1-602	3 BED ROOM	2604510	0.141	1	0.141
		CAR PARKING	100000	0.005	1	0.005
98	C1-701	3 BED ROOM	2481635	0.134	1	0.134
		CAR PARKING	100000	0.005	1	0.005
99	C1-702	3 BED ROOM	2434850	0.131	1	0.131
		CAR PARKING	100000	0.005	1	0.005
100	C1-801	3 BED ROOM	2506636	0.135	1	0.135
		CAR PARKING	100000	0.005	1	0.005
101	C1-802	3 BED ROOM	2456750	0.133	1	0.133
		CAR PARKING	100000	0.005	1	0.005
102	C1-901	3 BED ROOM	3276295	0.177	1	0.177
		CAR PARKING	100000	0.005	1	0.005
103	C1-902	3 BED ROOM	5144534	0.278	1	0.278
		CAR PARKING	200000	0.011	1	0.011
		TOTAL	66339590	3.581	34	3.581

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BLOCK D

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
104	D-001	4 BED ROOM	4580420	0.247	1	0.247
		CAR PARKING	200000	0.011	3	0.011
105	D-002	4 BED ROOM	4580420	0.247	1	0.247
		CAR PARKING	200000	0.011	3	0.011
106	D-101	4 BED ROOM	7947600	0.429	1	0.429
		CAR PARKING	100000	0.005	1	0.005
107	D-102	4 BED ROOM	5572325	0.301	1	0.301
		CAR PARKING	100000	0.005	2	0.005
108	D-201	4 BED ROOM	8365000	0.452	1	0.452
		CAR PARKING	175000	0.009	1	0.009
109	D-202	4 BED ROOM	5181600	0.280	1	0.280
		CAR PARKING	100000	0.005	1	0.005
110	D-301	4 BED ROOM	8146320	0.440	1	0.440
		CAR PARKING	175000	0.009	1	0.009
111	D-302	4 BED ROOM	7709520	0.416	1	0.416
		CAR PARKING	175000	0.009	1	0.009
112	D-401	4 BED ROOM	5508048	0.297	1	0.297
		CAR PARKING	175000	0.009	1	0.009
113	D-402	4 BED ROOM	4686864	0.253	1	0.253
		CAR PARKING	250000	0.013	2	0.013
114	D-501	4 BED ROOM	7141680	0.386	1	0.386
		CAR PARKING	175000	0.009	1	0.009
115	D-502	4 BED ROOM	7106600	0.384	1	0.384
		CAR PARKING	175000	0.009	1	0.009
116	D-601	4 BED ROOM	14381601	0.776	1	0.776
		CAR PARKING	400000	0.022	2	0.022
117	D-602	4 BED ROOM	5508047	0.297	1	0.297
		CAR PARKING	175000	0.009	1	0.009
118	D-701	4 BED ROOM	5526520	0.298	1	0.298
		CAR PARKING	175000	0.009	1	0.009
119	D-702	4 BED ROOM	5508047	0.297	1	0.297
		CAR PARKING	175000	0.009	1	0.009
120	D-801	4 BED ROOM	6093920	0.329	1	0.329
		CAR PARKING	350000	0.019	2	0.019
121	D-802	4 BED ROOM	5262320	0.284	1	0.284
		CAR PARKING	250000	0.013	2	0.013
122	D-901	4 BED ROOM	8677376	0.468	1	0.468
		CAR PARKING	150000	0.008	1	0.008
123	D-902	4 BED ROOM	5841825	0.315	1	0.315
		CAR PARKING	200000	0.011	2	0.011
		TOTAL	137200053	7.407	50	7.407

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BLOCK E

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
124	E-001	3 BED ROOM	2289782	0.124	1	0.124
		CAR PARKING	100000	0.005	1	0.005
125	E-002	3 BED ROOM	2919070	0.158	1	0.158
		CAR PARKING	100000	0.005	1	0.005
126	E-003	3 BED ROOM	3898930	0.210	1	0.210
		CAR PARKING	80000	0.004	1	0.004
127	E-004	3 BED ROOM	3606460	0.195	1	0.195
		CAR PARKING	200000	0.011	1	0.011
128	E-101	3 BED ROOM	2627775	0.142	1	0.142
		CAR PARKING	100000	0.005	1	0.005
129	E-102	3 BED ROOM	3570840	0.193	1	0.193
		CAR PARKING	200000	0.011	1	0.011
130	E-103	3 BED ROOM	5221264	0.282	1	0.282
		CAR PARKING	175000	0.009	1	0.009
131	E-104	3 BED ROOM	2785250	0.150	1	0.150
		CAR PARKING	100000	0.005	1	0.005
132	E-201	3 BED ROOM	3346980	0.181	1	0.181
		CAR PARKING	200000	0.011	1	0.011
133	E-202	3 BED ROOM	3569475	0.193	1	0.193
		CAR PARKING	175000	0.009	1	0.009
134	E-203	3 BED ROOM	3297515	0.178	1	0.178
		CAR PARKING	175000	0.009	1	0.009
135	E-204	3 BED ROOM	3346980	0.181	1	0.181
		CAR PARKING	200000	0.011	1	0.011
136	E-301	3 BED ROOM	5032400	0.272	1	0.272
		CAR PARKING	100000	0.005	1	0.005
137	E-302	3 BED ROOM	4373718	0.236	1	0.236
		CAR PARKING	175000	0.009	1	0.009
138	E-303	3 BED ROOM	4367994	0.236	1	0.236
		CAR PARKING	175000	0.009	1	0.009
139	E-304	3 BED ROOM	3346980	0.181	1	0.181
		CAR PARKING	175000	0.009	1	0.009
140	E-401	3 BED ROOM	2852170	0.154	1	0.154
		CAR PARKING	175000	0.009	1	0.009
141	E-402	3 BED ROOM	3296254	0.178	1	0.178
		CAR PARKING	175000	0.009	1	0.009
142	E-403	3 BED ROOM	3568110	0.193	1	0.193
		CAR PARKING	175000	0.009	1	0.009
143	E-404	3 BED ROOM	2852170	0.154	1	0.154
		CAR PARKING	150000	0.008	1	0.008
144	E-501	3 BED ROOM	2615811	0.141	1	0.141
		CAR PARKING	100000	0.005	1	0.005
145	E-502	3 BED ROOM	4733952	0.256	1	0.256
		CAR PARKING	175000	0.009	1	0.009
146	E-503	3 BED ROOM	4173905	0.225	1	0.225
		CAR PARKING	150000	0.008	1	0.008
147	E-504	3 BED ROOM	3118440	0.168	1	0.168
		CAR PARKING	100000	0.005	1	0.005

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BLOCK M

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
328	M-001	3 BED ROOM	5061150	0.273	1	0.273
		CAR PARKING	175000	0.009	1	0.009
329	M-002	3 BED ROOM	3958210	0.214	1	0.214
		CAR PARKING	100000	0.005	1	0.005
330	M-101	3 BED ROOM	6015475	0.325	1	0.325
		CAR PARKING	150000	0.008	1	0.008
331	M-102	3 BED ROOM	5117391	0.276	1	0.276
		CAR PARKING	150000	0.008	1	0.008
332	M-201	3 BED ROOM	3745475	0.202	1	0.202
		CAR PARKING	125000	0.007	1	0.007
333	M-202	3 BED ROOM	3565435	0.192	1	0.192
		CAR PARKING	175000	0.009	1	0.009
334	M-301	3 BED ROOM	3565435	0.192	1	0.192
		CAR PARKING	150000	0.008	1	0.008
335	M-302	3 BED ROOM	5192226	0.280	1	0.280
		CAR PARKING	150000	0.008	1	0.008
336	M-401	3 BED ROOM	3565435	0.192	1	0.192
		CAR PARKING	150000	0.008	1	0.008
337	M-402	3 BED ROOM	5001436	0.270	1	0.270
		CAR PARKING	150000	0.008	1	0.008
338	M-501	3 BED ROOM	5624484	0.304	1	0.304
		CAR PARKING	150000	0.008	1	0.008
339	M-502	3 BED ROOM	5192226	0.280	1	0.280
		CAR PARKING	0	0.000	1	0.000
340	M-601	3 BED ROOM	3565435	0.192	1	0.192
		CAR PARKING	150000	0.008	1	0.008
341	M-602	3 BED ROOM	5460675	0.295	1	0.295
		CAR PARKING	150000	0.008	1	0.008
342	M-701	3 BED ROOM	5407635	0.292	1	0.292
		CAR PARKING	150000	0.008	1	0.008
343	M-702	3 BED ROOM	5407635	0.292	1	0.292
		CAR PARKING	200000	0.011	2	0.011
344	M-801	3 BED ROOM	6298755	0.340	1	0.340
		CAR PARKING	250000	0.013	2	0.013
345	M-802	3 BED ROOM	6345203	0.343	1	0.343
		CAR PARKING	150000	0.008	1	0.008
		TOTAL	90765716	4.900	38	4.900

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S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
148	E-601	3 BED ROOM	3742989	0.202	1	0.202
		CAR PARKING	200000	0.011	1	0.011
149	E-602	3 BED ROOM	4300030	0.232	1	0.232
		CAR PARKING	175000	0.009	1	0.009
150	E-603	3 BED ROOM	4300030	0.232	1	0.232
		CAR PARKING	175000	0.009	1	0.009
151	E-604	3 BED ROOM	3091972	0.167	1	0.167
		CAR PARKING	100000	0.005	1	0.005
152	E-701	3 BED ROOM	3346980	0.181	1	0.181
		CAR PARKING	150000	0.008	1	0.008
153	E-702	3 BED ROOM	4733954	0.256	1	0.256
		CAR PARKING	175000	0.009	1	0.009
154	E-703	3 BED ROOM	4341854	0.234	1	0.234
		CAR PARKING	175000	0.009	1	0.009
155	E-704	3 BED ROOM	2856580	0.154	1	0.154
		CAR PARKING	200000	0.011	1	0.011
156	E-801	3 BED ROOM	4397100	0.237	1	0.237
		CAR PARKING	200000	0.011	2	0.011
157	E-802	3 BED ROOM	4692030	0.253	1	0.253
		CAR PARKING	175000	0.009	1	0.009
158	E-803	3 BED ROOM	4480257	0.242	1	0.242
		CAR PARKING	175000	0.009	1	0.009
159	E-804	3 BED ROOM	5422960	0.293	1	0.293
		CAR PARKING	200000	0.011	1	0.011
160	E-901	3 BED ROOM	5426074	0.293	1	0.293
		CAR PARKING	200000	0.011	1	0.011
161	E-902	3 BED ROOM	4210980	0.227	1	0.227
		CAR PARKING	125000	0.007	1	0.007
162	E-903	3 BED ROOM	4349580	0.235	1	0.235
		CAR PARKING	175000	0.009	1	0.009
163	E-904	3 BED ROOM	3488395	0.188	1	0.188
		CAR PARKING	100000	0.005	1	0.005
		TOTAL	158323990	8.547	81	8.547

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BLOCK F

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
164	F-001	3 BED ROOM	2413364	0.130	1	0.130
		CAR PARKING	100000	0.005	1	0.005
165	F-002	3 BED ROOM	3452800	0.186	1	0.186
		CAR PARKING	175000	0.009	1	0.009
166	F-003	3 BED ROOM	3404195	0.184	1	0.184
		CAR PARKING	175000	0.009	1	0.009
167	F-004	3 BED ROOM	2724540	0.147	1	0.147
		CAR PARKING	175000	0.009	1	0.009
168	F-101	3 BED ROOM	3881156	0.210	1	0.210
		CAR PARKING	150000	0.008	1	0.008
169	F-102	3 BED ROOM	3359840	0.181	1	0.181
		CAR PARKING	150000	0.008	1	0.008
170	F-103	3 BED ROOM	3452800	0.186	1	0.186
		CAR PARKING	175000	0.009	1	0.009
171	F-104	3 BED ROOM	3717376	0.201	1	0.201
		CAR PARKING	175000	0.009	1	0.009
172	F-201	3 BED ROOM	4067360	0.220	1	0.220
		CAR PARKING	175000	0.009	1	0.009
173	F-202	3 BED ROOM	4549727	0.246	1	0.246
		CAR PARKING	150000	0.008	1	0.008
174	F-203	3 BED ROOM	3452800	0.186	1	0.186
		CAR PARKING	175000	0.009	1	0.009
175	F-204	3 BED ROOM	4286695	0.231	1	0.231
		CAR PARKING	150000	0.008	1	0.008
176	F-301	3 BED ROOM	4028926	0.218	1	0.218
		CAR PARKING	250000	0.013	2	0.013
177	F-302	3 BED ROOM	3625440	0.196	1	0.196
		CAR PARKING	100000	0.005	1	0.005
178	F-303	3 BED ROOM	4687840	0.253	1	0.253
		CAR PARKING	150000	0.008	1	0.008
179	F-304	3 BED ROOM	4038915	0.218	1	0.218
		CAR PARKING	150000	0.008	1	0.008
180	F-401	3 BED ROOM	4157936	0.224	1	0.224
		CAR PARKING	175000	0.009	1	0.009
181	F-402	3 BED ROOM	3200460	0.173	1	0.173
		CAR PARKING	175000	0.009	1	0.009
182	F-403	3 BED ROOM	4852612	0.262	1	0.262
		CAR PARKING	175000	0.009	1	0.009
183	F-404	3 BED ROOM	3730303	0.201	1	0.201
		CAR PARKING	175000	0.009	1	0.009
184	F-501	3 BED ROOM	4046800	0.218	1	0.218
		CAR PARKING	175000	0.009	1	0.009
185	F-502	3 BED ROOM	4666592	0.252	1	0.252
		CAR PARKING	175000	0.009	1	0.009
186	F-503	3 BED ROOM	4665644	0.252	1	0.252
		CAR PARKING	175000	0.009	1	0.009

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S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
187	F-504	3 BED ROOM	3206721	0.173	1	0.173
		CAR PARKING	200000	0.011	1	0.011
188	F-601	3 BED ROOM	3004300	0.162	1	0.162
		CAR PARKING	175000	0.009	1	0.009
189	F-602	3 BED ROOM	3178304	0.172	1	0.172
		CAR PARKING	175000	0.009	1	0.009
190	F-603	3 BED ROOM	4905632	0.265	1	0.265
		CAR PARKING	175000	0.009	1	0.009
191	F-604	3 BED ROOM	3004300	0.162	1	0.162
		CAR PARKING	175000	0.009	1	0.009
192	F-701	3 BED ROOM	3963365	0.214	1	0.214
		CAR PARKING	175000	0.009	1	0.009
193	F-702	3 BED ROOM	4570977	0.247	1	0.247
		CAR PARKING	176000	0.009	1	0.009
194	F-703	3 BED ROOM	4250863	0.229	1	0.229
		CAR PARKING	150000	0.008	1	0.008
195	F-704	3 BED ROOM	3294850	0.178	1	0.178
		CAR PARKING	175000	0.009	1	0.009
196	F-801	3 BED ROOM	3031624	0.164	1	0.164
		CAR PARKING	150000	0.008	1	0.008
197	F-802	3 BED ROOM	3736600	0.202	1	0.202
		CAR PARKING	150000	0.008	1	0.008
198	F-803	3 BED ROOM	3253304	0.176	1	0.176
		CAR PARKING	175000	0.009	1	0.009
199	F-804	3 BED ROOM	3056240	0.165	1	0.165
		CAR PARKING	175000	0.009	1	0.009
200	F-901	3 BED ROOM	3662635	0.198	1	0.198
		CAR PARKING	100000	0.005	1	0.005
201	F-902	3 BED ROOM	5784300	0.312	1	0.312
		CAR PARKING	175000	0.009	1	0.009
202	F-903	3 BED ROOM	4058440	0.219	1	0.219
		CAR PARKING	125000	0.007	2	0.007
203	F-904	3 BED ROOM	5241861	0.283	1	0.283
		CAR PARKING	150000	0.008	1	0.008
		TOTAL	160242357	8.651	82	8.651

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BLOCK G

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
204	G-001	4 BED ROOM	4555772	0.246	1	0.246
		CAR PARKING	100000	0.005	1	0.005
205	G-002	4 BED ROOM	5340400	0.288	1	0.288
		CAR PARKING	175000	0.009	1	0.009
206	G-101	4 BED ROOM	7021571	0.379	1	0.379
		CAR PARKING	150000	0.008	1	0.008
207	G-102	4 BED ROOM	5792575	0.313	1	0.313
		CAR PARKING	150000	0.008	1	0.008
208	G-201	4 BED ROOM	6962592	0.376	1	0.376
		CAR PARKING	150000	0.008	1	0.008
209	G-202	4 BED ROOM	6800976	0.367	1	0.367
		CAR PARKING	150000	0.008	1	0.008
210	G-301	4 BED ROOM	7072632	0.382	1	0.382
		CAR PARKING	300000	0.016	2	0.016
211	G-302	4 BED ROOM	4843920	0.261	1	0.261
		CAR PARKING	150000	0.008	1	0.008
212	G-401	4 BED ROOM	6744192	0.364	1	0.364
		CAR PARKING	150000	0.008	1	0.008
213	G-402	4 BED ROOM	6451537	0.348	1	0.348
		CAR PARKING	150000	0.008	1	0.008
214	G-501	4 BED ROOM	5525520	0.298	1	0.298
		CAR PARKING	150000	0.008	1	0.008
215	G-502	4 BED ROOM	5525520	0.298	1	0.298
		CAR PARKING	150000	0.008	1	0.008
216	G-601	4 BED ROOM	4844112	0.262	1	0.262
		CAR PARKING	100000	0.005	1	0.005
217	G-602	4 BED ROOM	7272773	0.393	1	0.393
		CAR PARKING	150000	0.008	1	0.008
218	G-701	4 BED ROOM	6115720	0.330	1	0.330
		CAR PARKING	150000	0.008	1	0.008
219	G-702	4 BED ROOM	7272720	0.393	1	0.393
		CAR PARKING	250000	0.013	2	0.013
220	G-801	4 BED ROOM	4844112	0.262	1	0.262
		CAR PARKING	150000	0.008	1	0.008
221	G-802	4 BED ROOM	4844112	0.262	1	0.262
		CAR PARKING	100000	0.005	1	0.005
222	G-901	4 BED ROOM	8131060	0.439	1	0.439
		CAR PARKING	300000	0.016	2	0.016
223	G-902	4 BED ROOM	5806563	0.313	1	0.313
		CAR PARKING	175000	0.009	1	0.009
		TOTAL	125068379	6.752	43	6.752

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BLOCK H

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
224	H-001	3 BED ROOM	5153440	0.278	1	0.278
		CAR PARKING	100000	0.005	1	0.005
225	H-002	2 BED ROOM	2279823	0.123	1	0.123
		CAR PARKING	150000	0.008	1	0.008
226	H-003	2 BED ROOM	2686240	0.145	1	0.145
		CAR PARKING	150000	0.008	1	0.008
227	H-004	3 BED ROOM	3425280	0.185	1	0.185
		CAR PARKING	100000	0.005	1	0.005
228	H-101	3 BED ROOM	4230136	0.228	1	0.228
		CAR PARKING	175000	0.009	1	0.009
229	H-102	2 BED ROOM	2715240	0.147	1	0.147
		CAR PARKING	150000	0.008	1	0.008
230	H-103	2 BED ROOM	1962440	0.106	1	0.106
		CAR PARKING	150000	0.008	1	0.008
231	H-104	3 BED ROOM	4028700	0.217	1	0.217
		CAR PARKING	125000	0.007	1	0.007
232	H-201	3 BED ROOM	5096940	0.275	1	0.275
		CAR PARKING	200000	0.011	1	0.011
233	H-202	2 BED ROOM	2940040	0.159	1	0.159
		CAR PARKING	150000	0.008	1	0.008
234	H-203	2 BED ROOM	1892440	0.102	1	0.102
		CAR PARKING	100000	0.005	1	0.005
235	H-204	3 BED ROOM	5608212	0.303	1	0.303
		CAR PARKING	175000	0.009	1	0.009
236	H-301	3 BED ROOM	5799781	0.313	1	0.313
		CAR PARKING	175000	0.009	1	0.009
237	H-302	2 BED ROOM	1892440	0.102	1	0.102
		CAR PARKING	50000	0.003	1	0.003
238	H-303	2 BED ROOM	2279879	0.123	1	0.123
		CAR PARKING	150000	0.008	1	0.008
239	H-304	3 BED ROOM	6147750	0.332	1	0.332
		CAR PARKING	175000	0.009	1	0.009
240	H-401	3 BED ROOM	5776800	0.312	1	0.312
		CAR PARKING	175000	0.009	1	0.009
241	H-402	2 BED ROOM	1892440	0.102	1	0.102
		CAR PARKING	150000	0.008	1	0.008
242	H-403	2 BED ROOM	1725200	0.093	1	0.093
		CAR PARKING	150000	0.008	1	0.008
243	H-404	3 BED ROOM	3500003	0.189	1	0.189
		CAR PARKING	100000	0.005	1	0.005
244	H-501	3 BED ROOM	5696580	0.308	1	0.308
		CAR PARKING	300000	0.016	2	0.016
245	H-502	2 BED ROOM	2504629	0.135	1	0.135
		CAR PARKING	150000	0.008	1	0.008

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S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
246	H-503	2 BED ROOM	1892440	0.102	1	0.102
		CAR PARKING	150000	0.008	1	0.008
247	H-504	3 BED ROOM	5829132	0.315	1	0.315
		CAR PARKING	175000	0.009	1	0.009
248	H-601	3 BED ROOM	3979716	0.215	1	0.215
		CAR PARKING	125000	0.007	1	0.007
249	H-602	2 BED ROOM	1659064	0.090	1	0.090
		CAR PARKING	100000	0.005	1	0.005
250	H-603	2 BED ROOM	1659064	0.090	1	0.090
		CAR PARKING	100000	0.005	1	0.005
251	H-604	3 BED ROOM	5650660	0.305	1	0.305
		CAR PARKING	175000	0.009	1	0.009
252	H-701	3 BED ROOM	5444100	0.294	1	0.294
		CAR PARKING	175000	0.009	1	0.009
253	H-702	2 BED ROOM	1742840	0.094	1	0.094
		CAR PARKING	100000	0.005	1	0.005
254	H-703	2 BED ROOM	1833864	0.099	1	0.099
		CAR PARKING	100000	0.005	1	0.005
255	H-704	3 BED ROOM	3832803	0.207	1	0.207
		CAR PARKING	175000	0.009	1	0.009
256	H-801	3 BED ROOM	4102800	0.221	1	0.221
		CAR PARKING	175000	0.009	1	0.009
257	H-802	2 BED ROOM	1892419	0.102	1	0.102
		CAR PARKING	150000	0.008	1	0.008
258	H-803	2 BED ROOM	2550680	0.138	1	0.138
		CAR PARKING	150000	0.008	1	0.008
259	H-804	3 BED ROOM	5814000	0.314	1	0.314
		CAR PARKING	175000	0.009	1	0.009
260	H-901	3 BED ROOM	5684650	0.307	1	0.307
		CAR PARKING	150000	0.008	1	0.008
261	H-902	2 BED ROOM	2643960	0.143	1	0.143
		CAR PARKING	150000	0.008	1	0.008
262	H-903	2 BED ROOM	2131480	0.115	1	0.115
		CAR PARKING	150000	0.008	1	0.008
263	H-904	3 BED ROOM	7036903	0.380	1	0.380
		CAR PARKING	175000	0.009	1	0.009
		TOTAL	150564088	8.128	61	8.128

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BLOCK I

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
264	I-001	3 BED ROOM	2737900	0.148	1	0.148
		CAR PARKING	200000	0.011	1	0.011
265	I-101	3 BED ROOM	4355001	0.235	1	0.235
		CAR PARKING	175000	0.009	1	0.009
266	I-201	3 BED ROOM	4559130	0.246	1	0.246
		CAR PARKING	175000	0.009	1	0.009
267	I-202	3 BED ROOM	4559130	0.246	1	0.246
		CAR PARKING	175000	0.009	1	0.009
268	I-301	3 BED ROOM	6988900	0.377	1	0.377
		CAR PARKING	150000	0.008	1	0.008
269	I-302	3 BED ROOM	3513312	0.190	1	0.190
		CAR PARKING	150000	0.008	1	0.008
270	I-401	3 BED ROOM	5313078	0.287	1	0.287
		CAR PARKING	150000	0.008	1	0.008
271	I-402	3 BED ROOM	3513312	0.190	1	0.190
		CAR PARKING	150000	0.008	1	0.008
272	I-501	3 BED ROOM	4075830	0.220	1	0.220
		CAR PARKING	150000	0.008	1	0.008
273	I-502	3 BED ROOM	4007520	0.216	1	0.216
		CAR PARKING	150000	0.008	1	0.008
274	I-601	3 BED ROOM	4075830	0.220	1	0.220
		CAR PARKING	150000	0.008	1	0.008
275	I-602	3 BED ROOM	4007520	0.216	1	0.216
		CAR PARKING	150000	0.008	1	0.008
276	I-701	3 BED ROOM	5004700	0.270	1	0.270
		CAR PARKING	125000	0.007	1	0.007
277	I-702	3 BED ROOM	4688640	0.253	1	0.253
		CAR PARKING	150000	0.008	1	0.008
278	I-801	3 BED ROOM	4075830	0.220	1	0.220
		CAR PARKING	116000	0.006	1	0.006
279	I-802	3 BED ROOM	4036032	0.218	1	0.218
		CAR PARKING	175000	0.009	1	0.009
280	I-901	3 BED ROOM	4646280	0.251	1	0.251
		CAR PARKING	300000	0.016	2	0.016
281	I-902	3 BED ROOM	4583050	0.247	1	0.247
		CAR PARKING	175000	0.009	1	0.009
		TOTAL	81705995	4.411	37	4.411

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BLOCK J

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
282	J-001	5 BED ROOM	11896560	0.642	1	0.642
		CAR PARKING	150000	0.008	1	0.008
283	J-101	5 BED ROOM	13411650	0.724	1	0.724
		CAR PARKING	150000	0.008	2	0.008
284	J-201	5 BED ROOM	10199150	0.551	1	0.551
		CAR PARKING	300000	0.016	3	0.016
285	J-301	5 BED ROOM	9522136	0.514	1	0.514
		CAR PARKING	0	0.000	1	0.000
286	J-401	5 BED ROOM	9397201	0.507	1	0.507
		CAR PARKING	300000	0.016	3	0.016
287	J-501	5 BED ROOM	9603870	0.518	1	0.518
		CAR PARKING	150000	0.008	2	0.008
288	J-601	5 BED ROOM	9990150	0.539	1	0.539
		CAR PARKING	150000	0.008	2	0.008
289	J-701	5 BED ROOM	9265256	0.500	1	0.500
		CAR PARKING	150000	0.008	2	0.008
290	J-801	5 BED ROOM	9484896	0.512	1	0.512
		CAR PARKING	150000	0.008	2	0.008
291	J-901	5 BED ROOM	12372176	0.668	1	0.668
		CAR PARKING	175000	0.009	1	0.009
		TOTAL	106818045	5.767	29	5.767

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BLOCK K

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
292	K-001	5 BED ROOM	9670215	0.522	1	0.522
		CAR PARKING	300000	0.016	3	0.016
293	K-002	3 BED ROOM	5989500	0.323	1	0.323
		CAR PARKING	100000	0.005	1	0.005
294	K-101	5 BED ROOM	7892070	0.426	1	0.426
		CAR PARKING	300000	0.016	2	0.016
295	K-102	3 BED ROOM	4302265	0.232	1	0.232
		CAR PARKING	100000	0.005	1	0.005
296	K-201	5 BED ROOM	8560310	0.462	1	0.462
		CAR PARKING	150000	0.008	1	0.008
297	K-202	3 BED ROOM	5868890	0.317	1	0.317
		CAR PARKING	175000	0.009	1	0.009
298	K-301	5 BED ROOM	7575029	0.409	1	0.409
		CAR PARKING	300000	0.016	2	0.016
299	K-302	3 BED ROOM	4080890	0.220	1	0.220
		CAR PARKING	150000	0.008	1	0.008
300	K-401	5 BED ROOM	7991138	0.431	1	0.431
		CAR PARKING	250000	0.013	2	0.013
301	K-402	3 BED ROOM	4819646	0.260	1	0.260
		CAR PARKING	150000	0.008	1	0.008
302	K-501	5 BED ROOM	6798110	0.367	1	0.367
		CAR PARKING	150000	0.008	1	0.008
303	K-502	3 BED ROOM	5209990	0.281	1	0.281
		CAR PARKING	150000	0.008	1	0.008
304	K-601	5 BED ROOM	6478467	0.350	1	0.350
		CAR PARKING	250000	0.013	2	0.013
305	K-602	3 BED ROOM	3577633	0.193	1	0.193
		CAR PARKING	250000	0.013	2	0.013
306	K-701	5 BED ROOM	9216410	0.498	1	0.498
		CAR PARKING	150000	0.008	1	0.008
307	K-702	3 BED ROOM	5521290	0.298	1	0.298
		CAR PARKING	150000	0.008	1	0.008
308	K-801	5 BED ROOM	11268525	0.608	1	0.608
		CAR PARKING	150000	0.008	1	0.008
309	K-802	3 BED ROOM	6318514	0.341	1	0.341
		CAR PARKING	150000	0.008	1	0.008
		TOTAL	124513992	6.722	43	6.722

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BLOCK L

S. NO.	IU/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	PERCENTAGE OF INTEREST IN COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
310	L-001	3 BED ROOM	3580200	0.193	1	0.193
		CAR PARKING	175000	0.009	1	0.009
311	L-002	3 BED ROOM	4383396	0.237	1	0.237
		CAR PARKING	150000	0.008	1	0.008
312	L-101	3 BED ROOM	1369451	0.074	1	0.074
		CAR PARKING	100000	0.005	1	0.005
313	L-102	3 BED ROOM	3758401	0.203	1	0.203
		CAR PARKING	150000	0.008	2	0.008
314	L-201	3 BED ROOM	4859975	0.262	1	0.262
		CAR PARKING	150000	0.008	1	0.008
315	L-202	3 BED ROOM	6317475	0.341	1	0.341
		CAR PARKING	200000	0.011	1	0.011
316	L-301	3 BED ROOM	5111853	0.276	1	0.276
		CAR PARKING	150000	0.008	1	0.008
317	L-302	3 BED ROOM	5192226	0.280	1	0.280
		CAR PARKING	300000	0.016	2	0.016
318	L-401	3 BED ROOM	4629600	0.250	1	0.250
		CAR PARKING	150000	0.008	1	0.008
319	L-402	3 BED ROOM	3565435	0.192	1	0.192
		CAR PARKING	150000	0.008	1	0.008
320	L-501	3 BED ROOM	4066975	0.220	1	0.220
		CAR PARKING	150000	0.008	1	0.008
321	L-502	3 BED ROOM	4066975	0.220	1	0.220
		CAR PARKING	150000	0.008	1	0.008
322	L-601	3 BED ROOM	4066975	0.220	1	0.220
		CAR PARKING	100000	0.005	1	0.005
323	L-602	3 BED ROOM	5574455	0.301	1	0.301
		CAR PARKING	150000	0.008	1	0.008
324	L-701	3 BED ROOM	5624470	0.304	1	0.304
		CAR PARKING	150000	0.008	1	0.008
325	L-702	3 BED ROOM	3857990	0.208	1	0.208
		CAR PARKING	150000	0.008	1	0.008
326	L-801	3 BED ROOM	4200612	0.227	1	0.227
		CAR PARKING	150000	0.008	1	0.008
327	L-802	3 BED ROOM	4200612	0.227	1	0.227
		CAR PARKING	150000	0.008	1	0.008
		TOTAL	81252076	4.386	38	4.386

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GIVE DETAILS OF PARKING IN STOCK, IF ANY

2 Covered Car Parks are in stock

NOTE:

IN RESPECT OF PROPERTIES MENTIONED IN TABLES AT PAGE NOS.21 TO 39 WHICH DATA HAS BEEN VERIFIED AS ON DATE AND THERE CAN BE SUBSEQUENT CHANGE IN STATUS.

(1) That the right, title and interest of each owner of a independent unit in different blocks and on different floor in the restricted common facilities for different blocks and different floors as listed in paras V(2)(b) and V(2)(C) respectively, and their proportionate share in the profit and common expenses in the said acts of restricted common areas and facilities, as well as the proportionate representations of voting purpose with respect to the said restricted common areas and facilities in the meeting of Association of Apartment Owners of the Lagoon Residential Apartment Complex condominium is based on the proportionate value of each independent unit to the total value of all I.U.'s located in that block and on their respective floors as follows:-

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Total value of all independent units in each block and floor is:-

Sl. No.	Apartment Blocks	Ground	First	Second	Third	Fourth	Fifth	Sixth	Seventh	Eighth	Ninth	Tota
1	A	8397049	8759735	10143325	10715949	11348950	11348950	9259201	10622360	11496645	0	92092
2	B	6953580	9270610	11941921	10976010	9124170	12803479	8995570	8199664	11249322	0	89514
3	B1	30000000	23000000	30500000	27400000	25642000	24060000	24060000	25000000	19360000	0	229022
4	C	12087216	12460804	11443349	14949279	15429934	13086713	14914986	15126140	12037893	20658191	142194
5	C1	5778685	11965545	6316645	6747900	5215435	5160809	4904870	4916485	4962386	8420830	64389
6	D	9160840	13519925	13546600	15855840	10194912	14248280	19889648	11033567	11356240	14519201	133325
7	E	12714242	14205129	13560950	17121092	12568704	14642108	15435021	15279368	18992347	17475029	151993
8	F	11994899	14411172	16356582	16381121	15941231	16585757	14092536	16080055	13076768	13937623	148857
9	G	9896172	12814146	13763568	11916552	13195729	11051040	12116885	13388440	9686224	22614999	130445
10	H	13543783	12936516	15537632	16119830	12894543	15922781	12948504	12853607	14359899	17496993	144614
11	I	2737900	4355001	9118260	10502212	8826390	8083350	8083350	9693340	8111862	9229330	787409
12	J	11896560	13411650	10199150	9522136	9397201	9603870	9990150	9265256	9484696	12372176	1051430
13	K	15659715	12194335	14429200	11655919	12810784	12008100	10056100	14737700	17587139	0	1211389
14	L	7963596	5127852	11177450	10304079	8195035	8133950	9641430	9482460	8401224	0	784270
15	M	9019360	11132866	7310910	8757661	8566871	10816710	9026110	10815270	12644058	0	880907

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BLOCK A

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
A	GROUND	3 BED ROOM	8397049	0.453	9.118	2	2	0.453	9.118
		PARKING	275000	0.015		2		0.015	0.000
	FIRST	3 BED ROOM	8759735	0.473	9.512	2	2	0.473	9.512
		PARKING	200000	0.011		2		0.011	0.000
	SECOND	3 BED ROOM	10143325	0.548	11.014	2	2	0.548	11.014
		PARKING	175000	0.009		1		0.009	0.000
	THIRD	3 BED ROOM	10715949	0.578	11.636	2	2	0.578	11.636
		PARKING	300000	0.016		2		0.016	0.000
	FOURTH	3 BED ROOM	11348950	0.613	12.323	2	2	0.613	12.323
		PARKING	300000	0.016		2		0.016	0.000
	FIFTH	3 BED ROOM	11348950	0.613	12.323	2	2	0.613	12.323
		PARKING	325000	0.018		2		0.018	0.000
	SIXTH	3 BED ROOM	9259201	0.500	10.054	2	2	0.500	10.054
		PARKING	400000	0.022		3		0.022	0.000
	SEVENTH	3 BED ROOM	10622360	0.573	11.534	2	2	0.573	11.534
		PARKING	300000	0.016		2		0.016	0.000
	EIGHTH	PENTHOUSE	11496645	0.621	12.484	2	2	0.621	12.484
		PARKING	350000	0.019		2		0.019	0.000
			94717164	5.113	100	36	18	5.113	100

BLOCK B

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
B	GROUND	3 BED ROOM	6953680	0.375	7.768	2	2	0.375	7.768
		PARKING	250000	0.013		2		0.013	0.000
	FIRST	3 BED ROOM	9270610	0.500	10.357	2	2	0.500	10.357
		PARKING	250000	0.013		2		0.013	0.000
	SECOND	3 BED ROOM	11941921	0.645	13.341	2	2	0.645	13.341
		PARKING	300000	0.016		2		0.016	0.000
	THIRD	3 BED ROOM	10976010	0.593	12.262	2	2	0.593	12.262
		PARKING	350000	0.019		2		0.019	0.000
	FOURTH	3 BED ROOM	9124170	0.493	10.193	2	2	0.493	10.193
		PARKING	300000	0.016		2		0.016	0.000
	FIFTH	3 BED ROOM	12803479	0.691	14.303	2	2	0.691	14.303
		PARKING	375000	0.020		2		0.020	0.000
	SIXTH	3 BED ROOM	8995570	0.486	10.049	2	2	0.486	10.049
		PARKING	450000	0.024		3		0.024	0.000
	SEVENTH	3 BED ROOM	8199664	0.443	9.160	2	2	0.443	9.160
		PARKING	250000	0.013		2		0.013	0.000
	EIGHTH	PENTHOUSE	11249322	0.607	12.567	2	2	0.607	12.567
		PARKING	550000	0.030		3		0.030	0.000
			92589326	4.998	100	38	18	4.998	100

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BLOCK B1

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
B1	GROUND	5 BED ROOM	30000000	1.620	13.099	1	1	1.620	13.099
		PARKING	300000	0.016		1		0.016	0.000
	FIRST	5 BED ROOM	23000000	1.242	10.043	1	1	1.242	10.043
		PARKING	600000	0.032		2		0.032	0.000
	SECOND	5 BED ROOM	30500000	1.647	13.317	1	1	1.647	13.317
		PARKING	600000	0.032		2		0.032	0.000
	THIRD	5 BED ROOM	27400000	1.479	11.964	1	1	1.479	11.964
		PARKING	600000	0.032		2		0.032	0.000
	FOURTH	5 BED ROOM	25642000	1.384	11.196	1	1	1.384	11.196
		PARKING	300000	0.016		1		0.016	0.000
	FIFTH	5 BED ROOM	24060000	1.299	10.506	1	1	1.299	10.506
		PARKING	600000	0.032		2		0.032	0.000
	SIXTH	5 BED ROOM	24060000	1.299	10.506	1	1	1.299	10.506
		PARKING	600000	0.032		2		0.032	0.000
	SEVENTH	5 BED ROOM	25000000	1.350	10.916	1	1	1.350	10.916
		PARKING	600000	0.032		2		0.032	0.000
	EIGHTH	PENTHOUSE	19360000	1.045	8.453	1	1	1.045	8.453
		PARKING	300000	0.016		1		0.016	0.000
			233522000	12.607	100	24	9	12.607	100

BLOCK C

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
C	GROUND	3 BED ROOM	12087216	0.653	8.500	4	4	0.653	8.500
		PARKING	625000	0.034		4		0.034	0.000
	FIRST	3 BED ROOM	12460804	0.673	8.763	4	4	0.673	8.763
		PARKING	675000	0.036		4		0.036	0.000
	SECOND	3 BED ROOM	11443349	0.618	8.048	4	4	0.618	8.048
		PARKING	575000	0.031		5		0.031	0.000
	THIRD	3 BED ROOM	14949279	0.807	10.513	4	4	0.807	10.513
		PARKING	675000	0.036		4		0.036	0.000
	FOURTH	3 BED ROOM	15429934	0.833	10.851	4	4	0.833	10.851
		PARKING	650000	0.035		4		0.035	0.000
	FIFTH	3 BED ROOM	13086713	0.706	9.203	4	4	0.706	9.203
		PARKING	675000	0.036		4		0.036	0.000
	SIXTH	3 BED ROOM	14914986	0.805	10.489	4	4	0.805	10.489
		PARKING	675000	0.036		4		0.036	0.000
	SEVENTH	3 BED ROOM	15126140	0.817	10.638	4	4	0.817	10.638
		PARKING	675000	0.036		4		0.036	0.000
	EIGHTH	3 BED ROOM	12037893	0.650	8.466	4	4	0.650	8.466
		PARKING	675000	0.036		5		0.036	0.000
	NINTH	PENTHOUSE	20658191	1.115	14.528	4	4	1.115	14.528
		PARKING	650000	0.035		4		0.035	0.000
			148744505	8.030	100	82	40	8.030	100

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BLOCK C1

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
C1	GROUND	3 BED ROOM	5778685	0.312	8.975	1	1	0.312	8.975
		PARKING	0	0.000		0		0.000	0.000
	FIRST	3 BED ROOM	11965545	0.646	18.583	1	1	0.646	18.583
		PARKING	0	0.000		0		0.000	0.000
	SECOND	3 BED ROOM	6316645	0.341	9.810	2	2	0.341	9.810
		PARKING	200000	0.011		2		0.011	0.000
	THIRD	3 BED ROOM	6747900	0.364	10.480	2	2	0.364	10.480
		PARKING	300000	0.016		2		0.016	0.000
	FOURTH	3 BED ROOM	5215435	0.282	8.100	2	2	0.282	8.100
		PARKING	300000	0.016		2		0.016	0.000
	FIFTH	3 BED ROOM	5160809	0.279	8.015	2	2	0.279	8.015
		PARKING	250000	0.013		2		0.013	0.000
	SIXTH	3 BED ROOM	4904870	0.265	7.617	2	2	0.265	7.617
		PARKING	200000	0.011		2		0.011	0.000
	SEVENTH	3 BED ROOM	4916485	0.265	7.636	2	2	0.265	7.636
		PARKING	200000	0.011		2		0.011	0.000
	EIGHTH	3 BED ROOM	4962386	0.268	7.707	2	2	0.268	7.707
		PARKING	200000	0.011		2		0.011	0.000
	NINTH	PENTHOUSE	8420830	0.455	13.078	2	2	0.455	13.078
		PARKING	300000	0.016		2		0.016	0.000
			66339590	3.581	100	34	18	3.581	100

BLOCK D

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
D	GROUND	4 BED ROOM	9160840	0.495	6.871	2	2	0.495	6.871
		PARKING	400000	0.022		6		0.022	0.000
	FIRST	4 BED ROOM	13519925	0.730	10.141	2	2	0.730	10.141
		PARKING	200000	0.011		3		0.011	0.000
	SECOND	4 BED ROOM	13546600	0.731	10.161	2	2	0.731	10.161
		PARKING	275000	0.015		2		0.015	0.000
	THIRD	4 BED ROOM	15855840	0.856	11.893	2	2	0.856	11.893
		PARKING	350000	0.019		2		0.019	0.000
	FOURTH	4 BED ROOM	10194912	0.550	7.647	2	2	0.550	7.647
		PARKING	425000	0.023		3		0.023	0.000
	FIFTH	4 BED ROOM	14248280	0.769	10.687	2	2	0.769	10.687
		PARKING	350000	0.019		2		0.019	0.000
	SIXTH	4 BED ROOM	19889648	1.074	14.918	2	2	1.074	14.918
		PARKING	575000	0.031		3		0.031	0.000
	SEVENTH	4 BED ROOM	11033567	0.596	8.276	2	2	0.596	8.276
		PARKING	350000	0.019		2		0.019	0.000
	EIGHTH	4 BED ROOM	11356240	0.613	8.518	2	2	0.613	8.518
		PARKING	600000	0.032		4		0.032	0.000
	NINTH	4 BED ROOM	14519201	0.784	10.890	2	2	0.784	10.890
		PARKING	350000	0.019		3		0.019	0.000
			137200053	7.407	100	50	20	7.407	100

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BLOCK E

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
E	GROUND	3 BED ROOM	12714242	0.686	8.365	4	4	0.686	8.365
		PARKING	480000	0.026		4		0.026	0.000
	FIRST	3 BED ROOM	14205129	0.767	9.346	4	4	0.767	9.346
		PARKING	575000	0.031		4		0.031	0.000
	SECOND	3 BED ROOM	13560950	0.732	8.922	4	4	0.732	8.922
		PARKING	750000	0.040		4		0.040	0.000
	THIRD	3 BED ROOM	17121092	0.924	11.264	4	4	0.924	11.264
		PARKING	625000	0.034		4		0.034	0.000
	FOURTH	3 BED ROOM	12568704	0.679	8.269	4	4	0.679	8.269
		PARKING	675000	0.036		4		0.036	0.000
	FIFTH	3 BED ROOM	14642108	0.790	9.633	4	4	0.790	9.633
		PARKING	525000	0.028		4		0.028	0.000
	SIXTH	3 BED ROOM	15435021	0.833	10.155	4	4	0.833	10.155
		PARKING	650000	0.035		4		0.035	0.000
	SEVENTH	3 BED ROOM	15279368	0.825	10.053	4	4	0.825	10.053
		PARKING	700000	0.038		4		0.038	0.000
	EIGHTH	3 BED ROOM	18992347	1.025	12.495	4	4	1.025	12.495
		PARKING	750000	0.040		5		0.040	0.000
	NINTH	PENTHOUSE	17475029	0.943	11.497	4	4	0.943	11.497
		PARKING	600000	0.032		4		0.032	0.000
			158323990	8.547	100	81	40	8.547	100

BLOCK F

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
F	GROUND	3 BED ROOM	11994899	0.648	7.806	4	4	0.648	7.806
		PARKING	625000	0.034		4		0.034	0.000
	FIRST	3 BED ROOM	14411172	0.778	9.378	4	4	0.778	9.378
		PARKING	650000	0.035		4		0.035	0.000
	SECOND	3 BED ROOM	16356582	0.883	10.644	4	4	0.883	10.644
		PARKING	650000	0.035		4		0.035	0.000
	THIRD	3 BED ROOM	16381121	0.884	10.660	4	4	0.884	10.660
		PARKING	650000	0.035		5		0.035	0.000
	FOURTH	3 BED ROOM	15941231	0.861	10.374	4	4	0.861	10.374
		PARKING	700000	0.038		4		0.038	0.000
	FIFTH	3 BED ROOM	16585757	0.895	10.793	4	4	0.895	10.793
		PARKING	725000	0.039		4		0.039	0.000
	SIXTH	3 BED ROOM	14092536	0.761	9.171	4	4	0.761	9.171
		PARKING	700000	0.038		4		0.038	0.000
	SEVENTH	3 BED ROOM	16080055	0.868	10.464	4	4	0.868	10.464
		PARKING	675000	0.036		4		0.036	0.000
	EIGHTH	3 BED ROOM	13076768	0.706	8.510	4	4	0.706	8.510
		PARKING	650000	0.035		4		0.035	0.000
	NINTH	PENTHOUSE	18747236	1.012	12.200	4	4	1.012	12.200
		PARKING	550000	0.030		5		0.030	0.000
			160242357	8.651	100	82	40	8.651	100

BLOCK G

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
G	GROUND	4 BED ROOM	9896172	0.534	8.127	2	2	0.534	8.127
		PARKING	275000	0.015		2		0.015	0.000
	FIRST	4 BED ROOM	12814146	0.692	10.523	2	2	0.692	10.523
		PARKING	300000	0.016		2		0.016	0.000
	SECOND	4 BED ROOM	13763568	0.743	11.303	2	2	0.743	11.303
		PARKING	300000	0.016		2		0.016	0.000
	THIRD	4 BED ROOM	11916552	0.643	9.786	2	2	0.643	9.786
		PARKING	450000	0.024		3		0.024	0.000
	FOURTH	4 BED ROOM	13195729	0.712	10.837	2	2	0.712	10.837
		PARKING	300000	0.016		2		0.016	0.000
	FIFTH	4 BED ROOM	11051040	0.597	9.075	2	2	0.597	9.075
		PARKING	300000	0.016		2		0.016	0.000
	SIXTH	4 BED ROOM	12116885	0.654	9.951	2	2	0.654	9.951
		PARKING	250000	0.013		2		0.013	0.000
	SEVENTH	4 BED ROOM	13388440	0.723	10.995	2	2	0.723	10.995
		PARKING	400000	0.022		3		0.022	0.000
	EIGHTH	4 BED ROOM	9688224	0.523	7.956	2	2	0.523	7.956
		PARKING	250000	0.013		2		0.013	0.000
	NINTH	4 BED ROOM	13937623	0.752	11.446	2	2	0.752	11.446
		PARKING	475000	0.026		3		0.026	0.000
			125068379	6.752	100	43	20	6.752	100

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BLOCK H

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
H	GROUND	3 BED ROOM	8578720	0.463	5.932	2	2	0.463	5.932
		PARKING	200000	0.011		2		0.011	0.000
		2 BED ROOM	4965063	0.268	3.433	2	2	0.268	3.433
		PARKING	300000	0.016		2		0.016	0.000
	FIRST	3 BED ROOM	8258836	0.446	5.711	2	2	0.446	5.711
		PARKING	300000	0.016		2		0.016	0.000
		2 BED ROOM	4677680	0.253	3.235	2	2	0.253	3.235
		PARKING	300000	0.016		2		0.016	0.000
	SECOND	3 BED ROOM	10705152	0.578	7.403	2	2	0.578	7.403
		PARKING	375000	0.020		2		0.020	0.000
		2 BED ROOM	4832480	0.261	3.342	2	2	0.261	3.342
		PARKING	250000	0.013		2		0.013	0.000
	THIRD	3 BED ROOM	11947511	0.645	8.262	2	2	0.645	8.262
		PARKING	350000	0.019		2		0.019	0.000
		2 BED ROOM	4172319	0.225	2.885	2	2	0.225	2.885
		PARKING	200000	0.011		2		0.011	0.000
	FOURTH	3 BED ROOM	9276903	0.501	6.415	2	2	0.501	6.415
		PARKING	275000	0.015		2		0.015	0.000
		2 BED ROOM	3617640	0.195	2.502	2	2	0.195	2.502
		PARKING	300000	0.016		2		0.016	0.000
	FIFTH	3 BED ROOM	11525712	0.622	7.970	2	2	0.622	7.970
		PARKING	475000	0.026		3		0.026	0.000
		2 BED ROOM	4397069	0.237	3.041	2	2	0.237	3.041
		PARKING	300000	0.016		2		0.016	0.000
	SIXTH	3 BED ROOM	9630376	0.520	6.659	2	2	0.520	6.659
		PARKING	300000	0.016		2		0.016	0.000
		2 BED ROOM	3318128	0.179	2.294	2	2	0.179	2.294
		PARKING	200000	0.011		2		0.011	0.000
	SEVENTH	3 BED ROOM	9276903	0.501	6.415	2	2	0.501	6.415
		PARKING	350000	0.019		2		0.019	0.000
		2 BED ROOM	3576704	0.193	2.473	2	2	0.193	2.473
		PARKING	200000	0.011		2		0.011	0.000
	EIGHTH	3 BED ROOM	9916800	0.535	6.857	2	2	0.535	6.857
		PARKING	350000	0.019		2		0.019	0.000
		2 BED ROOM	4443099	0.240	3.072	2	2	0.240	3.072
		PARKING	300000	0.016		2		0.016	0.000
	NINTH	3 BED ROOM	12721553	0.687	8.797	2	2	0.687	8.797
		PARKING	325000	0.018		2		0.018	0.000
		2 BED ROOM	4775440	0.258	3.302	2	2	0.258	3.302
		PARKING	300000	0.016		2		0.016	0.000
			150564088	8.128	100	81	40	8.128	100

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BLOCK I

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
I	GROUND	3 BED ROOM	2737900	0.148	3.477	1	1	0.148	3.477
		PARKING	200000	0.011		1		0.011	0.000
	FIRST	3 BED ROOM	4355001	0.235	5.531	1	1	0.235	5.531
		PARKING	175000	0.009		1		0.009	0.000
	SECOND	3 BED ROOM	9118260	0.492	11.580	2	2	0.492	11.580
		PARKING	350000	0.019		2		0.019	0.000
	THIRD	3 BED ROOM	10502212	0.567	13.338	2	2	0.567	13.338
		PARKING	300000	0.016		2		0.016	0.000
	FOURTH	3 BED ROOM	8826390	0.476	11.209	2	2	0.476	11.209
		PARKING	300000	0.016		2		0.016	0.000
	FIFTH	3 BED ROOM	8083350	0.436	10.266	2	2	0.436	10.266
		PARKING	300000	0.016		2		0.016	0.000
	SIXTH	3 BED ROOM	8083350	0.436	10.266	2	2	0.436	10.266
		PARKING	300000	0.016		2		0.016	0.000
	SEVENTH	3 BED ROOM	9693340	0.523	12.310	2	2	0.523	12.310
		PARKING	275000	0.015		2		0.015	0.000
	EIGHTH	3 BED ROOM	8111862	0.438	10.302	2	2	0.438	10.302
		PARKING	290000	0.016		2		0.016	0.000
	NINTH	PENTHOUSE	9229330	0.498	11.721	2	2	0.498	11.721
		PARKING	475000	0.026		3		0.026	0.000
			81705995	4.411	100	37	18	4.411	100

BLOCK J

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
J	GROUND	5 BED ROOM	11896560	0.642	11.315	1	1	0.642	11.315
		PARKING	150000	0.008		1		0.008	0.000
	FIRST	5 BED ROOM	13411650	0.724	12.756	1	1	0.724	12.756
		PARKING	150000	0.008		2		0.008	0.000
	SECOND	5 BED ROOM	10199150	0.551	9.700	1	1	0.551	9.700
		PARKING	300000	0.016		3		0.016	0.000
	THIRD	5 BED ROOM	9522136	0.514	9.056	1	1	0.514	9.056
		PARKING	0	0.000		1		0.000	0.000
	FOURTH	5 BED ROOM	9397201	0.507	8.938	1	1	0.507	8.938
		PARKING	300000	0.016		3		0.016	0.000
	FIFTH	5 BED ROOM	9603870	0.518	9.134	1	1	0.518	9.134
		PARKING	150000	0.008		2		0.008	0.000
	SIXTH	5 BED ROOM	9990150	0.539	9.501	1	1	0.539	9.501
		PARKING	150000	0.008		2		0.008	0.000
	SEVENTH	5 BED ROOM	9265256	0.500	8.812	1	1	0.500	8.812
		PARKING	150000	0.008		2		0.008	0.000
	EIGHTH	5 BED ROOM	9484896	0.512	9.021	1	1	0.512	9.021
		PARKING	150000	0.008		2		0.008	0.000
	NINTH	5 BED ROOM	12372176	0.668	11.767	1	1	0.668	11.767
		PARKING	175000	0.009		1		0.009	0.000
			106818045	5.767	100	29	10	5.767	100

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BLOCK K

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
K	GROUND	5 BED ROOM	9670215	0.522	7.983	1	1	0.522	7.983
		PARKING	300000	0.016		3		0.016	0.000
		3 BED ROOM	5989500	0.323	4.944	1	1	0.323	4.944
		PARKING	100000	0.005		1		0.005	0.000
	FIRST	5 BED ROOM	7892070	0.426	6.515	1	1	0.426	6.515
		PARKING	300000	0.016		2		0.016	0.000
		3 BED ROOM	4302265	0.232	3.552	1	1	0.232	3.552
		PARKING	100000	0.005		1		0.005	0.000
	SECOND	5 BED ROOM	8560310	0.462	7.067	1	1	0.462	7.067
		PARKING	150000	0.008		1		0.008	0.000
		3 BED ROOM	5868890	0.317	4.845	1	1	0.317	4.845
		PARKING	175000	0.009		1		0.009	0.000
	THIRD	5 BED ROOM	7575029	0.409	6.253	1	1	0.409	6.253
		PARKING	300000	0.016		2		0.016	0.000
		3 BED ROOM	4080890	0.220	3.369	1	1	0.220	3.369
		PARKING	150000	0.008		1		0.008	0.000
	FOURTH	5 BED ROOM	7991138	0.431	6.597	1	1	0.431	6.597
		PARKING	250000	0.013		2		0.013	0.000
		3 BED ROOM	4819646	0.260	3.979	1	1	0.260	3.979
		PARKING	150000	0.008		1		0.008	0.000
	FIFTH	5 BED ROOM	6798110	0.367	5.612	1	1	0.367	5.612
		PARKING	150000	0.008		1		0.008	0.000
		3 BED ROOM	5209990	0.281	4.301	1	1	0.281	4.301
		PARKING	150000	0.008		1		0.008	0.000
	SIXTH	5 BED ROOM	6478467	0.350	5.348	1	1	0.350	5.348
		PARKING	250000	0.013		2		0.013	0.000
		3 BED ROOM	3577633	0.193	2.953	1	1	0.193	2.953
		PARKING	250000	0.013		2		0.013	0.000
	SEVENTH	5 BED ROOM	9216410	0.498	7.608	1	1	0.498	7.608
		PARKING	150000	0.008		1		0.008	0.000
		3 BED ROOM	5521290	0.298	4.558	1	1	0.298	4.558
		PARKING	150000	0.008		1		0.008	0.000
	EIGHTH	5 BED ROOM	11268625	0.608	9.302	1	1	0.608	9.302
		PARKING	150000	0.008		1		0.008	0.000
		3 BED ROOM	6318614	0.341	5.216	1	1	0.341	5.216
		PARKING	150000	0.008		1		0.008	0.000
			124513992	6.722	100	43	18	6.722	100

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BLOCK L

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
L	GROUND	3 BED ROOM	7963596	0.430	10.154	2	2	0.430	10.154
		PARKING	325000	0.018		2		0.018	0.000
	FIRST	3 BED ROOM	5127852	0.277	6.538	2	2	0.277	6.538
		PARKING	250000	0.013		3		0.013	0.000
	SECOND	3 BED ROOM	11177450	0.603	14.252	2	2	0.603	14.252
		PARKING	350000	0.019		2		0.019	0.000
	THIRD	3 BED ROOM	10304079	0.556	13.138	2	2	0.556	13.138
		PARKING	450000	0.024		3		0.024	0.000
	FOURTH	3 BED ROOM	8195035	0.442	10.449	2	2	0.442	10.449
		PARKING	300000	0.016		2		0.016	0.000
	FIFTH	3 BED ROOM	8133950	0.439	10.371	2	2	0.439	10.371
		PARKING	300000	0.016		2		0.016	0.000
	SIXTH	3 BED ROOM	9641430	0.520	12.293	2	2	0.520	12.293
		PARKING	250000	0.013		2		0.013	0.000
	SEVENTH	3 BED ROOM	9482460	0.512	12.091	2	2	0.512	12.091
		PARKING	300000	0.016		2		0.016	0.000
	EIGHTH	3 BED ROOM	8401224	0.454	10.712	2	2	0.454	10.712
		PARKING	300000	0.016		2		0.016	0.000
			81252076	4.386	100	38	18	4.386	100

BLOCK M

BLOCK	FLOOR	TYPE OF I.U.	Value of Such I.U.	Percentage of restricted common facilities and voting		In this Block	In this floor	Block Wise	Floor Wise
				Block Wise	Floor Wise				
1	2	3	4	5	6	7	8	9	10
M	GROUND	3 BED ROOM	9019360	0.487	10.239	2	2	0.487	10.239
		PARKING	275000	0.015		2		0.015	0.000
	FIRST	3 BED ROOM	11132866	0.601	12.638	2	2	0.601	12.638
		PARKING	300000	0.016		2		0.016	0.000
	SECOND	3 BED ROOM	7310910	0.395	8.299	2	2	0.395	8.299
		PARKING	300000	0.016		2		0.016	0.000
	THIRD	3 BED ROOM	8757661	0.473	9.942	2	2	0.473	9.942
		PARKING	300000	0.016		2		0.016	0.000
	FOURTH	3 BED ROOM	8566871	0.462	9.725	2	2	0.462	9.725
		PARKING	300000	0.016		2		0.016	0.000
	FIFTH	3 BED ROOM	10816710	0.584	12.279	2	2	0.584	12.279
		PARKING	150000	0.008		2		0.008	0.000
	SIXTH	3 BED ROOM	9026110	0.487	10.246	2	2	0.487	10.246
		PARKING	300000	0.016		2		0.016	0.000
	SEVENTH	3 BED ROOM	10815270	0.584	12.277	2	2	0.584	12.277
		PARKING	350000	0.019		3		0.019	0.000
	EIGHTH	3 BED ROOM	12644958	0.683	14.354	2	2	0.683	14.354
		PARKING	400000	0.022		3		0.022	0.000
			90765716	4.900	100	38	18	4.900	100

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c) The proportionate representation for voting purpose provided in (a) and (b) hereof may be limited in accordance with the provision of bye-laws attached hereto as Exhibit B.

a) Apartment/apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment/each apartment, are not encumbered in any manner whatsoever on the date of this declaration.

VII. That the administration of Lagoon Residential Apartment Complex Condominium consisting as aforesaid of the building and parcel of land described in paragraphs first and fifth of this deed shall be in accordance with the provisions of this Deed and with the provisions of the bye laws which are made a part of this Deed and are attached hereto as Exhibit B.

VIII. That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Haryana Apartment Ownership Act, 1983, so that the independent units in Lagoon Residential Apartment Complex may be conveyed and registered as individuals properties capable of independent use, on account of each having its own exits to a common areas and facility of the building, each independent unit owner having an exclusive and particular right, title and interest over his respective independent unit and in addition to the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

IX. That for the purpose of stamp duty and registration fees to be imposed on the registration of this deed in the Register of declarations and deed of Apartment under Section 13(5) the value of the Lagoon Residential Apartment Complex condominium is distributed as follows:-

a) Parcel of land described in paragraph first hereof is included in sale value of the independent units/ car parking.

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b) The building described in paragraph second and third thereof is valued at RS.185,23,67,276/= (Rupees One Hundred Eighty Five Crores Twenty Three Lacs Sixty Seven Thousand Two Hundred and Seventy Six Only).

X. That so long as the Grantor owns one or more of the independent units the Grantor shall be subject to the provision of this deed and of the Exhibit A and B attached hereto and the Grantor covenants to take no action which will adversely affect the right of the Association of Apartment owners with respect to assurances against latent defects in the building or other rights assigned to the association by reason of the easement of the Lagoon Residential Apartment Complex condominium.

XI. That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

XII. That the percentage of the undivided interest in the genera and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartments owners expressed in amendment to this deed duly registered;

XIII. That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the independent unit to which it appertains and shall be deemed conveyed or encumbered with the unit even thought such interest is not expressly mentioned or described in the conveyance or other instrument;

XIV. That each apartment owner shall comply with the provisions of this deed, the bye-laws, decisions and resolutions of the association nof apartment owners or its representative, and failure to comply with any such provisions, decision or resolution, shall be grounds for an action to recover sums due for damages, or for injunctive relief;

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XV. That the dedication of the property to the plan of apartment ownership herein shall not be revoked, or the property removed from plan of apartment ownership, or any of the provisions herein amended unless all the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation, or amendment or removal of the property from the plan by only registered instruments;

XVI. That no apartment owner of a independent unit may exempt himself form liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restrict common areas and facilities, or by the abandonment of his independent unit;

XVII. All sums assessed by the association but unpaid for the share of the common expenses chargeable to any independent unit shall constitute a charge on such independent unit prior to all other charges except only (1) charge, if any, on the independent unit for payment of Government or Municipal taxes or both and (2) all sums unpaid on a first mortgage of the apartment;

XVIII. That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this deed and that the mere acquisition or rental of any of the independent units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and satisfied. The respective independent units shall not be rented or given on lease and licence or caretaker bases by the apartments owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the independent unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations, the apartment owners of the respective independent units shall have the absolute right to lease such unit or give it on lease or leave and licence or care taker basis is made subject to the covenants and restrictions contained in this declaration and further subject to the Bye-laws in Exhibit B attached hereto;

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XIX. That if the property, subject to the plant of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Haryana Apartment Ownership Act, 1983;

XX. That where a independent unit is sold by a mortgage in exercise of his powers of sale under an English mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the owner of such independent unit, then neither the mortgagee nor the purchaser who derives title to be independent unit at such sale or his successors or assigns shall be liable for assessments by the association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the association of apartment owners from filing and claiming charge shall be subordinate to such mortgage;

XXI. That in a voluntary conveyance of a independent unit the grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the association of apartment owners against the letter conveyance without prejudice to the grantee's right to recover from the Grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the association as the case my be, setting forth the amount of the unpaid assessments, against the Grantor due to the association and such grantee shall not be liable for, nor shall the independent unit conveyed be subject to a charge for, any unpaid assessments made by the association of apartment owners against the Grantor in excess of the amount therein, set forth;

XXII. That the Manger or Board of Managers of the association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering independent units but without prejudice to the right of the owner of a independent unit to obtain individual independent unit insurance;

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XXIII. That insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the association of apartment owners; and that such payment shall be held in a separate account of the association and used solely for the payment of the blanket property insurance premium as such premiums become due.

In witness whereof Shri Mohan Singh Set his hand on this Declaration at Gurgaon.

Ambience Developers & Infrastructure Pvt. Lt

Drafted by

Subhash Chandra Arora
Advocate
Distt. Courts, Gurgaon

Direct

Signed and delivered by

In presence of

1. Subhash Chandra Arora
Advocate
Distt. Courts, Gurgaon

2. Sandeep Dahiya
S/o D. P. Dahiya
H.No. A-33, Rajpur
N.D-68

ANNEXURES

1. Exhibit A – as referred to in clause II

2. Exhibit B – as referred to in clause XVIII.

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NOTES:

1) This declaration is filed in view of the Haryana Apartment Ownership Act, 1983. Since the entire integrated township Ambience Island, is yet to be developed, the Grantor reserves its rights to suitably amend / alter this declaration as and when such area is developed under Haryana Development and Regulation of Urban Areas Act, 1975 and Punjab Scheduled Road and Controlled Areas (Restriction of Unregulated Development) Act, 1963 and the Apartment Owners / Members of Association shall not object to any such amendment / alteration notwithstanding and irrespective of the powers / rights conferred on the Apartment Owners under this declaration.

2) It is the intention of the Grantor that each apartment building as mentioned above is managed / maintained by the Association of the Apartment owners, formed under the Haryana Apartment Ownership Act, 1983 and the bye-laws adopted thereunder. However, for better administration of the Apartment / Building as mentioned hereinabove, the owners of the respective buildings acting through the Association of the Apartment Owners, shall have full authority and power to form committee for better administration of their respective blocks/buildings to which, owners in other buildings/blocks, shall have no objection whatsoever.

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ASSUMPTIONS FOR DECLARATION

1. For the purpose of this Declaration, the Buildings, the common areas and facilities in Lagoon Residential Apartment Complex have been divided into three parts :

   i) 345 Dwelling Units in 15 Blocks;
   ii) Two Level Basement for car parking and services;
   iii) Open surface car parking

2. The Common facilities/area for the Complex, have been divided into three parts

   i) General facilities, for all apartments, Covered Car Parking, Open Parking of the scheme, as listed in clause III a) and V (2) a

   ii) Common facilities for independent units of all 15 blocks, as listed in clause III b) 1 and 2 & V (2) b 1 and 2

   iii) Restricted common facilities for I.U.'s on same floor of individual all the 15 blocks as listed in clause III b and V(2) c

3. For the purpose of calculated proportionate share in the profit and common expenses in general and the restricted / limited common areas and facilities as well as the representation for voting in the meeting of the Association of Apartment Owners the value of the Apartment shall be the sum of the value of Apartment and the value of car parking allotted to such Apartment.

4. Total value of Lagoon Residential Apartment Complex shall be inclusive of the value of the Apartments and the Car Parking. The value of such properties have been taken as follows:

   i) The value of apartments have been computed @ Rs.1570/- per sq. Ft. of saleable area of such Apartment.

   ii) The value of car parking taken @ Rs.1,39,000/- per car parking.

5. If any Apartment owner buys one or more car parking out of unsold parking / stock his/her percentage of voting rights will increase by the percentage as shown against such parking in the Declaration for General facilities as well as the restricted common facilities. The ownership of properties, i.e., Apartments / Car Parking in Lagoon Residential Apartment Complex, shall vest with the Grantor / Company till the time these are sold to customers and full sale consideration received from such customers.

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Annexure-B

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To

The Registrar of Firms and Societies
Haryana
Sector 17-C
Chandigarh.

Sub. : Registration of Society under the Societies Registration Act, 1860.

(1) Memorandum of Association:

1. Name of the Society : Lagoon Residential Apartment Complex Association.
2. Location of Regd:Office : Lagoon Residential Apartment Complex Ambience Island, Gurgaon.
3. Area of Operation : Gurgaon and in particular Ambience Island.
4. Aims and Objects : Management of the affairs of the Society in accordance with Bye-Laws of the Society.
5. The affairs of the Association shall be governed by a Board of Managers of which the first members are:

Sl. No.	Name & Father's Name	Address	Occupation	Age	Designation
1	Mr.. P.C Gulati	K-602	Consultant.	63	President
2	Mrs. Sheela Gehlot	J-901	Business	45	Vice-President
3	Mr. Pankaj Gulati	K-601	Service	34	Secretary
4	Mohan Singh	C1-001	Business	45	Assistant Secretary
5	Mrs. Sunita	G-100	Social activist	36	Treasurer
6	Sunil Bedi	B1-201	Business	50	Assistant Treasurer
7	Mr.OnkarNath Mehrotra	H-802	Retired Banker	62	Manager
8	Mrs.Suveechi	L-501	Social activist	37	Manager
9	Mrs.Radha	L-502	House wife	62	Manager
10	Mrs. Sharda Chaudhary	G-001	House Wife	47	Manager

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6. We, the several persons, whose names and addresses are hereunder subscribed, are desirous of being formed into a Society in pursuance of this Memorandum of Association:

Sl.No.	Name	Address	Designation	Signature
1	Mr. P.C Gulati	K-602	President	
2	Mrs. Sheela Gehlot	J-901	Vice-President	
3	Mr. Pankaj Gulati	K-601	Secretary	
4	Mrs. Mohan Singh	CI-001	Assistant Secretary	
5	Mrs. Sunita	CI-100	Treasurer	
6	Sunil Bedi	BI-201	Assistant Treasurer	
7	Mr.Onkar.Nath Mehrotra	H-802	Manager	
8	Mrs.Suveechi	L-501	Manager	
9	Mrs.Radha	L-502	Manager	
10	Mrs. Sharda Chaudhary	G-001	Manager	

Witnesses

I know all the above persons and they have signed in my presence.

Signature:
Name : SUMIT CHOUDHARY
Address : S/o Sh. Balwan Singh
R/o: H.No. 13, MALLAWA ABAD SOCIETY, PARWANA ROAD, PITAMPURA, DELHI-34

Place : Gurgaon
Dated: 13.11. .2008

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(2) Bye laws of Lagoon Residential Apartment Complex

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1. Short title and application:-

(a) These bye-laws may be called the Bye-laws of the Lagoon Residential Apartment Complex.

(b) The provisions of these by-laws apply to the Lagoon Residential Apartment Complex.

All present or future owners, tenants, future tenants or their employees or any other person that might use the facilities of the building in any manner are subject to the regulations set forth in these bye laws.

The mere acquisition or rental or taking licence of any of the independent units (hereinafter referred to as "units") of the building or occupancy of any of the said units will signify that these bye-laws are accepted, ratified and will be complied with.

2. **Definitions:-** In these by-laws unless the context requires otherwise:-

(a) "Act" means the Haryana Apartment Ownership Act, 1986;

(b) "Association" means the association of all the apartment owners constituted by such owners for the purpose of the Lagoon Residential Apartment Complex.

(c) "Board" means a Board of Managers consisting of 10 (ten) persons all of whom shall be owners of apartments in the Lagoon Residential Apartment Complex.

(d) "Building" means the building located at Ambience Island in the Gurgaon District And known as the Lagoon Residential Apartment Complex, and included the land forming part thereof;

(e) "Declaration" means the declaration which the sole owner of the building or all the owners of the building have executed and registered as provided in section 2;

(f) "Majority of owners" means those owners holding 51 per cent of the votes in accordance with the percentages assigned in the declaration;

(g) "Owners" or "apartment owner" means the person owing an apartment in the Lagoon Residential Apartment Complex;

(h) "Section" means a section of the Act;

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(i) "Unit" means a independent unit in the Lagoon Residential Apartment Complex;

(j) "Registrar" means the Registrar of Co-operative societies.

3. Apartment ownership:- The building located at Ambience Island in the Gurgaon District known as Lagoon Residential Apartment Complex is submitted to the provisions of the Act.

4. Objects of Association:-

(1) The objects of the Association shall be-

(a) to be and to act as the Association of Apartment owners of the building called Lagoon Residential Apartment Complex at Ambience Island in the Gurgaon District (hereinafter called "the said building") who have filed their respective declarations submitting their apartments to the provisions of the Act;

(b) to invest or deposit moneys;

(c) to provide for the maintenance, repair and replacement of the common areas and facilities by contribution from the apartment owners, and if necessary by raising loans, for that purpose.

(d) to retain and rent or licence if possible suitable portions of the common areas to outsiders for commercial purposes and to distribute the common profit left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve fund;

(e) to provide for and do all and any of the matters provided in sub-section (2) of section 16;

(f) to advance with the consent of the apartment owners, any short term loans to any apartment owners in case of any emergent necessity and to provide for the repayment thereof in lumpsum or in instalments;

(g) to establish and carry on, on its own account or jointly with individuals or institutions, education, physical, social and re-creative activities for the benefit of the apartment owners;

(h) to frame rules with the approval of the general meeting of the Association and after consulting the competent authority and may establish a provident fund and gratuity fund if necessary for the benefit of the employees of the Association;

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(i) to do all things necessary or and otherwise provide for their welfare expedient for the attainment of the objects specified in these by-laws.

(2) The Association shall not act beyond the scope of its objects without fully amending the provisions of these by-laws for the purpose.

5. Member of Association:- All persons who have purchased apartments in the Lagoon Residential Apartment Complex and executed respective declarations under section 5 submitting their apartments to provisions of the Act shall automatically be the members of the association, and shall pay the sum of one rupee as entrance fee and may purchase at least one share of the face value of Rs. 100 each. Each apartment owner shall receive a copy of the bye-laws on payment of one rupee.

(2) Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift under his will or otherwise the purchase or donee shall automatically become a member of the Association, and shall be admitted as member on payment of the entrance fee of one rupee. The shares held by an apartment owner shall be transferred to the name of such purchaser or donee on payment of one rupee to the Association.

(3) On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representatives of his estate, in case he has not made any specific bequest of the apartment. The name of the legatee or the names of legal representatives jointly shall be entered in the register of apartment owners maintained by the Secretary for the purpose of Administration, of the **Lagoon Residential Apartment Complex** as apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6. **Joint apartment owners:-** Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.

7. **Holding of one share compulsory:-** Every apartment owner must hold at least one share of the association (joint apartment owners holding the shares jointly).

8. **Disqualifications:-** No apartment owner shall be entitled to vote on the questions of the election of members of the board or the President, Secretary, Treasurer or any other office-bearer, or be entitled to stand for election to such office if he is in arrears on the last day of the year in respect of his contributions for common expenses to the association for more than 60 days.

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9. Voting:- Voting shall be on a percentage basis, and the percentage of the vote to which the owner is entitled is the percentage assigned to the independent unit or units in the declaration.

10. Quorum:- Except as otherwise provided in these by-laws, the presence in person of a majority of owners shall constitute a quorum.

11. Votes to be cast in person:- Votes shall be cast in person.

12. Powers and duties of Association:- The association will have the responsibility of administering the Lagoon Residential Apartment Complex, approving the annual budget, establishing and collecting monthly assessments, and arranging for the management of the Lagoon Residential Apartment Complex in an efficient manner. Except as otherwise provided, resolutions of the association shall require approval by a majority of owners, casting votes in person.

13. Place of meetings:- Meetings of the association shall be held at suitable place convenient to the owners as may from time to time be designated by the association.

14. Annual meeting:- The first annual meeting of the association shall be held on June 2009. Thereafter, the annual meetings of the association shall be held on the second Sunday of the month of June in each succeeding year. At such meetings there shall be elected by ballot of the apartment owners a board in accordance with the requirements of by law 23. The owners may also transact such other business of the association as may properly come before them.

15. Special meetings:- It shall be the duty of the President to call a special meeting of the apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the secretary, or at the request of the Housing Commissioner, or as the case may be, the registrar or any officer duly authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths of the owners present in person.

16. Notice of meetings:- It shall be the duty of the Secretary to mail or send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each apartment owner at least 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this by-laws, shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioners, or as the case may be, to the Registrar.

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17. Adjourned meetings:- If any meeting of owners cannot be organized because a quorum has not attended the owners who are present, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called. If at such adjourned meeting also, no quorum is present the owners present in person being not less than two shall form a quorum.

18. Order of business:- The order of business at all meetings of the owners of units shall be as follows:-
(a) Roll Call.
(b) Proof of notice of meeting or waiver of notice.
(c) Heading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of the Housing Commissioner, or the Registrar or of the officer duly authorized by them, if present.
(f) Report of committees.
(g) Election of board of managers.
(h) Unfinished business, if any.
(i) New Business.

Board of Managers

19. Management of Association:- The affairs of the Association shall be governed by a Board of Managers.

20. Powers and duties of Board:- The board of managers shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or by these by-laws directed to be exercised and done by the owners.

21. Other duties:- In addition to duties imposed by these by-laws or bye resolution of the association, the board shall be responsible for the following that is to say-

(a) Care, upkeep and surveillance of the **Lagoon Residential Apartment Complex** and the common areas and facilities and the restricted common areas and facilities;

(b) Collection of monthly assessment from the owners;

(c) Designation, employment remuneration and dismissal of the personnel necessary for the maintenance and operation of the **Lagoon Residential Apartment Complex**, the common areas and facilities and the restricted common areas and facilities;

(d) To provide for the manner in which the audit and accounts of the association, shall be carried out;

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(e) To inspect the accounts kept by the secretary and/or the treasurer and examine the registers and account books and to take steps for the recovery of all sums due to the association;

(f) To sanction working expenses, count cash balance and deal with other miscellaneous business;

(g) To see that cash book is written up promptly and is signed daily by one of the members of the Board authorized in this behalf;

(h) To hear and deal with complaints.

22. **Manager:-** The board may employ for the Association a manager at a compensation determined by the board to perform such duties and services as the board shall authorize including but not limited to the duties listed in bye-law 21.

23. **Election and term of office:-** At the time of first annual meeting of the association the term of office of the two managers shall be fixed for three years. The term of office of two mangers shall be fixed at two years and the term of office of one manager shall be fixed at one year. At the expiration of the initial term of office of each respective manager, his successor shall be elected to serve a term of three years. The managers shall hold office until their successors have been elected and hold their first meeting. (If a larger board is contemplated, the terms of office should be established in a similar manner so that they will expire in different, years).

24. **Vacancies:-** Vacancies in the board caused by any reason other than the removal of a manager by a vote of the association shall be filled by vote of the majority of the remaining managers, even through they may constitute less than a quorum; and each person so elected shall be a manager until a successor is elected at the next annual meeting of the association.

25. **Removal of managers:-** At any regular or special meeting duly called any one or more of the managers may be removed with or without cause by a majority of the apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26. **Organisation meetings:-** The first meeting of newly elected board shall be held within ten days of election at such place as shall be fixed by the managers at the meeting at which such managers were elected and no notice shall be necessary to the newly elected managers in order legally to constitute such meeting, provided a majority of the whole board shall be present.

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27. Regular meetings:- Regular meetings of the board may be held at such time and place as shall be determined from time to time by a majority of managers but at least two such meetings shall be held during each year. Notice of regular meetings of the boards shall be given to each manager, personally or by mail or telegraph, at least three days prior to the day named for such meetings.

28. Special meetings:- Special meetings of the board may be called by the President on three days notice to each manager given personally or by mail, or telegraph which notice shall state the time, place (as herein above provided) and purpose of the meeting. Special meetings of the board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three managers.

29. Waiver of notice:- Before or at any meeting of the board any manager, may, in writing waive notice of such meetings and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a manager at any meeting of the boards shall be a waiver of notice by him of the time and place thereof. If all the manages are present at any meeting of the boards, no notice shall be required and any business may be transacted at such meeting.

30. Quorum:- All meeting of the board, one third of the total length of the managers shall constitute a quorum for the transaction of business and the acts of the managers present at a meeting at which a quorum is present shall be the acts of the board. If at any meeting of the board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided there is a quorum present.

31. Fidelity Bonds:- The board may require that all officers and employees of the association handling or responsible for association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the association.

OFFICERS

32. Designation:- The principal officers of the association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the board of managers. The board may appoint an assistant Treasurer, and an assistant Secretary and such other officers as in their judgment may be necessary (in the case of an association of one hundred owners or less, the offices of Treasurer and Secretary may be filed by the same person).

33. Election of officers:- The officers of the association shall be elected annually by the board of managers at the organization meeting of each new boards and shall hold office at the pleasure of the board.

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34. Removal of officers:- Upon an affirmative vote of a majority of the members of the board any officer may by removed, either with or without cause, and his successor elected at any regular meeting of the board or at any special meeting of the board called for such purpose.

35. **President:-** The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the association and of the boards. He shall have all of the general powers and duties which are usually vested in the office of the President of an association including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the association.

36. **Vice President:-** The Vice President shall take place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the board shall appoint some other member of the board so to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the board.

37. **Secretary:-** The Secretary shall keep the minutes of all meetings of the board and the minutes of all meetings of the association he shall have charge of such books and papers as the board may direct and he shall in general, perform all the duties incidental to the office of secretary.

38. **Treasurer:-** The Treasurer shall be responsible for association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the association. He shall be responsible for the deposits of all moneys and other valuable effects in the name and to the credit of the association in such depositaries as may from time to time be designated by the board of managers.

OBLIGATIONS OF THE APARTMENT OWNERS

39. **Assessments:-** All owners are obliged to pay monthly assessments imposed by the association to meet all expenses relating to the **Lagoon Residential Apartment Complex,** which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements.

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40. Maintenance and repair:-

(1) Every owner must perform promptly all maintenance and repair work within has own unit, which if omitted would affect the Lagoon Residential Apartment Complex in entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.
(2) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air-conditioners, sanitary installations, doors, windows lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.
(3) An owner shall reimburse the association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

41. Use of Independent units:- Internal charges:-

(1) All units shall be utilized for the purpose indicated by the grantor in the deed of declaration.
(2) An owner shall not make any structural modifications or alternations in his unit or installations located therein without previously notifying the association in writings, through the President of the board if no manager is employed. The association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, alternation or installation.

42. **Use of common areas and facilities and restricted common areas and facilities:-** (1) An owner shall not place or cause to be placed in the lobbies vestibules, stairways, elevators and other areas of Lagoon Residential Apartment Complex and facilities of a similar nature both common and restricted any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

43. **Right of entry:-**

(1) An owner shall grant the right of entry to the Manager or to any other person authorized by the board or the association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
(2) An owner shall permit other owners or their representatives when so required, to enter his unit for the purpose of performing installation, alternation, or repairs to the mechanical or electrical services, provided, that requests for entry are made in advance and that such entry is at a time convenient to the owner in case of emergency, such right of entry shall be immediate.

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44. Rules of conduct:-

(1) No occupant of the Lagoon Residential Apartment Complex shall post any advertisement of posters of any kind in or on the building except as authorized by the association.

(2) Occupants shall exercise extreme care about making noises or the use of musical instruments, radios, television, and amplifiers that may disturb others. Occupants keeping domestic animals shall abide by the municipal sanitary bye-laws or regulations.

(3) It is prohibited to hang garments, rugs, etc. from the windows, balconies, or from any of the facades of the Lagoon Residential Apartment Complex.

(4) It is prohibited to dust rugs, etc. from the windows, or to clean rugs, etc. by beating on the exterior part of the said Lagoon Residential Apartment Complex.

(5) It is prohibited to throw garbage or brash outside the disposal installations provided for such purposes in the service areas. If such installations is not provided, all garbage or trash shall be collected in a vessel and thrown in the municipal dust bin.

(6) No owner, occupant or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units etc. on the exterior of the Lagoon Residential Apartment Complex or that protrude through the wall or the roof of that Lagoon Residential Apartment Complex except as authorized by the association.

FUNDS AND THEIR INVESTMENTS

45. **Funds:-** Funds may be raised by the association in all or any of the following ways, namely:-

(a) By share;

(b) By contributions and donations from the apartment owners

(c) From common profits which shall form the nucleus of the reserve fund;

(d) By raising loans, if necessary, subject to such terms and conditions as the association, with the approval of the competent authority, may determine in this behalf.

46. **Investment:-**The association may invest or deposit its funds in one or more of the following:-

(a) in the Central co-operative bank or in the State co-Operative Bank; or

(b) in any of the securities specified in section 20 of the Indian Trust Act, 1882; or

(c) in any Co-operative Bank other than those referred to in clause (a) of this bye-law or in any banking company approved for this purpose by the association.

Sunita Gehlot Sheela Gehlot

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47. *Affiliation:-* Should there be any federation of apartment owners in the locality in which the Lagoon Residential Apartment Complex is situated, the association may, after consulting the competent authority, become a member thereof, and pay the sums from time to time payable to such federation under the rules thereof.

48. *Accounts:-* A banking account shall be opened by the association into which all moneys received on behalf of the association, shall be paid provided that the secretary may retain in his personal custody an amount not exceeding Rs. 100 for petty expenses. All payments above Rs. 20 shall be made by cheques signed by the Secretary and one member of the boards of managers.

(2) Each apartment owner shall have a pass in which the Secretary shall enter amounts paid to or received for his share in receipts of profits from common areas and contributions towards common expenses, and his share of assessment and other dues, if any, in respect of his apartment.

(3) The association shall on or before 31st July, in each year publish an audited annual financial statement in resect of the common area and facilities containing:-

(a) the profit and loss account;

(b) the receipts and expenditure of the previous financial year; and

(c) a summary of the property and assets and liabilities of the common areas and facilities of the association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.

(4) The audited financial statement shall be open to the inspection of any member of the association during office hours and in the office of the association and a copy thereof, shall be submitted to the competent authority not later than 15th August, every year.

(5) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement a similar list of loanees. The financial statement shall state up to what date profits and expenses of common areas are included.

49. **Publication of Accounts and Reports:-** A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the association.

50. **Appointment of Auditor:-** The association shall appoint at its general meeting, and auditor who shall audit the accounts of the association to be prepared by the board as herein before provided and shall examine the annual return, and verify the same with the accounts relating thereto and shall either sign the same as found by him to be correct duly vouched and in accordance with the law, or specially report to the association in what respect he finds it incorrect, unvouched or not in accordance with law.

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51. Power of Auditor:- The auditor shall be entitled to call for and examine any papers or documents belonging to the association relating to the common areas and faculties including limited common areas and facilities) and common expenses and shall make a special report to the association upon any matter connected with the accounts which appears to him to require notice.

MORTGAGES

52. Notice to Association:- An owner who mortgages his unit, shall notify the association through the manager, if any, or the President of the boards in the event there is no manager, the name and address of his mortgagee; and the association nshall maintain such information in a books entitled "Mortgagees of Units".

53. Notice of unpaid assessments:- The association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

COMPLIANCE

54. Compliance:- These bye-laws are set forth to comply with the requirements of the Hayrana Apartment Ownership Act, 1983. In case, any of these bye-laws conflict with the provisions of the said act, it is hereby agreed and accepted that the provisions of the act will apply.

55. Seal of the Association:- The association shall have a common seal which shall be in the custody of the Secretary, and shall be used only under the authority of a resolution of a board of managers and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the association by two members of the board and the secretary or any other person authorized by the association in that behalf.

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56. Amendment of bye-laws:- These bye-laws may be amended by the association in a duty constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75 per cent of the total value of all units in the Lagoon Residential Apartment Complex as shown in the declaration.

57. Dissolution of the Society:- The manner of dissolution of the society and such other matters as may be though expedient, having regard to the nature and objects of the Society:

(a) The Association may not be dissolved or in any way superceded unless such motion is approved by owners representing at least 75% of the total value of all units in the Lagoon Residential Apartment Complex as shown in the declaration in a special meeting called for this purpose in accordance with these bye-laws.

Registrar of Firms & Societies Haryana

Sunita Ahlat Sharda Rawat

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(b) If upon the winding up or dissolution of the Society, there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed among the members of the Society, but shall be given or transferred to some other Institution having objects similar to the objects of the Society to be determined by the members of the Society at or before the time of dissolution.

Sumita Chhet

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District Registrar of Firms & Societies
Gurgaon, Haryana

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RESOLUTION

It has been resolved in the presence of the following persons that a society/association to actively promote and safeguard the interests of the residents of **"Lagoon Residential Apartment Complex, Ambience Island, Gurgaon"** be formed and that the name of the society be kept as

"Lagoon Residential Apartment Complex Association"
Ambience Island, Gurgaon.

Dated: 12.11. 2008

Sl.No.	Name	Signature
1	Mr. P.C Gulati	
2	Mrs. Sheela Gehlot	
3	Mr. Pankaj Gulati	
4	Mr.Mohan Singh	
5	Mrs. Sunita	
6	Mr. Sunil Bedi	
7	Mr.Onkar.Nath Mehrotra	
8	Mrs.Suveechi	
9	Mrs.Radha	
10	Mrs. Sharda Chaudhary	

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RESOLUTION

Today, in the meeting of the "Lagoon Residential Apartment Complex Association, Ambience Island, Gurgaon" convened for the purpose of election of the office bearers and Board of Managers, the following persons have been elected to the Board of Managers of the Society.

Dated: 12.11.2008

Sl.No.	Name	Address	Designation	Signature
1	Mr. P.C Gulati	K-602	President	
2	Mrs. Sheela Gehlot	J-901	Vice-President	
3	Mr. Pankaj Gulati	K-601	Secretary	
4	Mr. Mohan Singh	C1-001	Assistant Secretary	
5	Mrs. Sunita	C1-100	Treasurer	
6	Mr. Sunil Bedi	B1-201	Assistant Treasurer	
7	Mr.Onkar.Nath Mehrotra	H-802	Manager	
8	Mrs.Suveechi	L-501	Manager	
9	Mrs.Radha	L-502	Manager	
10	Mrs. Sharda Chaudhary	G-001	Manager	

Sheela Gehlot

Sunita Gehlot

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RESOLUTION

Today, in the meeting of the **"Lagoon Residential Apartment Complex Association, Ambience Island, Gurgaon"** it has been unanimously resolved to adopt the following motions:

a) That the Society/Association be got registered with the Registrar of Societies, Haryana at Chandigarh.

b) That the Bye-Laws to be adopted by the Society are set out in the detailed form as required by the Registrar of Societies, alongwith the memorandum of association and other essential requirements as prescribed by the Societies Registration Act.

Dated: 12.11. .2008

Sl.No.	Name	Address	Designation	Signature
1	Mr. P.C Gulati	K-602	President	
2	Mrs. Sheela Gehlot	J-901	Vice-President	
3	Mr. Pankaj Gulati	K-601	Secretary	
4	Mr. Mohan Singh	C1-001	Assistant Secretary	
5	Mrs. Sunita	C1-100	Treasurer	
6	Mr. Sunil Bedi	B1-201	Assistant Treasurer	
7	Mr.Onkar.Nath Mehrotra	H-802	Manager	
8	Mrs.Suyeechi	L-501	Manager	
9	Mrs Radha	L-502	Manager	
10	Mrs. Sharda Chaudhary	G-001	Manager	

Sunita Ahuja Sheela Gulati Gulati

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Office of District Town Planner (Planning), Gurugram

DEPARTMENT OF TOWN & COUNTRY PLANNING, HARYANA
Sector-14, HUDA COMPLEX, Ground FLOOR, GURUGRAM.
Tel-0124-2320573
E-mail: dtp5.gurugram.tcp@gmail.com

To,

M/s Ambience Developers & Infrastructure Pvt. Ltd.,
L-4, Green Park, Extension, New Delhi-110016.

Memo No. 6871 Dated. 28/09/2020

Sub.:- **Request for issuing of confirmation of area of amended of license no. 19 of 1993 issued for setting up of Group Housing Colony measuring 10.98 acres of land utilized for providing of access road from National Highway-8 to the Group Housing Complex named 'Ambience Lagoon Residential Apartment Complex' developed on the basis of above said license no. 19 of 1993.**

Ref.:- Your representation dated 22.09.2020 received in this office on 24.09.2020.

On the subject noted above, it is informed that as per site visit made by the field official of this office approximate area under 24 mtr wide road is 3.87 acres (Road as shown on approved zoning plan attached herewith which is providing access from NH 8 to the Group Housing falling under licence No. 19 of 1993). Further as examined by the revenue official of this office, it is found that as per the land schedule of license no. 19 of 1993 dated 09.07.1993, this 24 mtr. wide road as mentioned above forms part of license No. 19 of 1993 which is also shown on approved Zoning Plan bearing drawing no. D.T.C.P-496 dated 25.10.2001 by DTCP office memo no. 14165 dated 25.10.2001 (copy attached).

DA/as above.

District Town Planner,
Planning, Gurugram.

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Asif asks Indians to tour Pakistan

DUBAI: Asif Iqbal, coordinator of the Cricketers Benefit Fund Series (CBFS) and former Pakistani skipper, has requested the Board of Control for Cricket in India to send the Indian team on a tour of Pakistan early next year.

Iqbal, who was recently made the ambassador of cricket and is also an influential personality in the International Cricket Council, however, told *Gulf Today* that the request had been made in his personal capacity.

On being queried about the reason behind his request, he said "sports is an ideal bridge to ease the tension between the two countries."

Iqbal said he would look forward to the acceptance of his request by the Indian board. "Pakistan have toured India and now it is India's turn to tour Pakistan," he said.

Iqbal recalled the warm welcome accorded by Indian fans to the Pakistani team and said Indian cricketers would get ten times more affection in Pakistan.

India last toured Pakistan for a Test series under the captaincy of K Srikkanth in 1989-90 while the Pakistani team last toured India for a two-match series and the Asian Test Championship early last year.

Meanwhile, the bonhomie enjoyed by Indian and Pakistani players in their personal relations was much in evidence during the match between the two teams on Thursday, which India won.

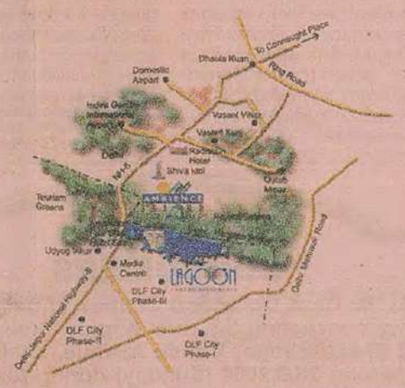
While the spectators indulged in all kinds of banter - friendly or otherwise - the players from the two teams were seen back-slapping each other and talking from time to time during the match.

Prior to the start of the match, India's Mohammed Azharuddin and Ajay Jadeja and Pakistan's Wasim Akram and Waqar Younis were seen engaged in a light-hearted conversation, in stark contrast to the rumblings in the stands.

Another sight which could not be missed was the way Indian coach Kapil Dev and Akram were exchanging views with a smile in the players' arena while to their right Javagal Srinath, who was rested, and Shahid Afridi were engaged in little camaraderie. Even while batting, Jadeja was seen talking to Pakistani skipper and wicket-keeper Moin Khan almost after every over. *(UNI)*

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Hectic schedule awaits Clinton

Continued from page 1 col 4

sides. The two leaders would then witness the signing of some important agreements, the details of which are being worked out.

The Prime Minister would then host a lunch for the guests. Since Hyderabad House may not accommodate all of them, plans are afoot to shift the lunch venue to the more spacious Banquet Hall of the Ashoka Hotel. Mr Vajpayee is understood to have invited all the Chief Ministers for this important occasion.

On the morning of March 22, the leader of the Opposition, Ms Sonia Gandhi, is likely to call on the President. Thereafter, Mr Clinton will address a special joint sitting of Parliament. After this engagement, he would leave for Agra.

At Agra, his engagement begins with an address to environmentalists and thereafter he would visit The Taj Mahal. It will not be a moonlight visit due to security reasons.

From the marble city, the President would fly down to the Pink City of Jaipur, where he would rest for the evening.

On the morning of March 23, he would visit Amer Palace and then visit Niali village, about 35 km from Jaipur. At the village he would visit a health centre where he is likely to administer polio drops to a child.

He will then leave for Ranthambore Park to try his luck at sighting some tigers. A wildlife buff, the President's men are hoping that the elusive big cats will oblige Mr Clinton. The President will rest that night in Jaipur.

On March 24, Mr Clinton will leave for Hyderabad where he would stay for three-and-a-half hours. His engagements here include a lecture to IT professionals.

The final destination is Mumbai. He is scheduled to address a delegation of businessmen under the aegis of the FICCI-American Chamber of Commerce and Industry.

Efforts are also on to set up a meeting of the President with the "generation next" of India.

On the morning of March 25, Mr Clinton would be homebound.

Clinton to address Parliament

NEW DELHI, March 16 (UNI) — President of the USA Bill Clinton will address MPs in the historic Central Hall of Parliament at 11 a.m. on March 22.

Concern over Pak missile reports

NEW DELHI, March 16 (PTI) — Members in the Lok Sabha today voiced serious concern over reports that Pakistan had deployed nuclear-tipped missiles aimed at cities in India and said flooding the country with fake Rs 500 notes was a deliberate attempt to destabilise India's economy.

Raising the issue during the zero hour, a BJP member, Mr Shivraj Singh, said the reports were based on satellite images taken by US scientists and appealed to the government to take up with US President Bill Clinton the issues of Pakistan's threat to India's security and terrorist activities backed by Inter-Services Intelligence.

A Congress member, Mr Priyaranjan Dasmunshi, said the British High Commission had put up a notice that it would not accept Rs 500 currency notes, fake versions of which were being flooded into India as part of larger conspiracy by the ISI and certain other foreign forces to destabilise the economy.

Sarson da saag, makki di roti for Clinton

MUMBAI, March 16 (PTI) — Traditional American burgers and cheese-layered pizzas would have to take a side bow as India's very own "sarson da saag", "makki di roti" and "murgh Kandahari" occupy centrestage at the elaborately laid out buffet table for US President Bill Clinton when he arrives at The Oberoi hotel here on March 24.

The hotel, overlooking the wide expanse of the Arabian Sea, is stirring with activity as it gears itself to tackle the taste buds of "All the President's men" when they set foot in the metropolis next Friday.

The US President can choose from authentic Indian curries, fiery Mexican flavours and a continental cuisine, dished out by a special team of expert chefs at The Oberoi and in consultation with a US delegation.

Even as Mr Clinton strikes deals and negotiates contracts, back at Kandahar, the Indian restaurant at the hotel, he could bite into wholesome Punjabi fare, including "sarson da saag" topped with dollops of butter and accompanied by freshly baked "makki di roti", according to hotel sources.

For the more adventurous ones in the entourage, there would be the spicy flavours of the Malabar coast to the rustic Rajasthan fare to choose from.

For those who just cannot do without the fiery stuff there would be Casa Mexicana, the hot Mexican restaurant at the hotel, churning out interesting variations of the "fajita special" tossed along with chicken, lobster, red snapper and vegetarian "fajitas."

The Brasserie, the elegant coffee shop at the hotel, would offer the hamburger and milk shake with the combination of the flavours of Europe for the Rhodes scholar and his special team.

2-yr RI for former AIADMK minister

From A. Balu

CHENNAI, March 16 — Ms Jayalalitha's AIADMK suffered yet another judicial reverse today when former handlooms minister, Mr E. Madhusoodhanan, was convicted by a special court on corruption charges in the multi-crore, free dhoti-saree scam during the erstwhile AIADMK regime, and sentenced to two years' rigorous imprisonment and a fine of Rs 20,000.

He is the fifth AIADMK leader in recent weeks to receive a prison term under the Prevention of Corruption Act. The others include the former Chief Minister, Ms Jayalalitha, convicted in the Kodaikanal Pleasant Stay Hotel case, former minister and sitting MP, Mr Selvaganapathy, in the same case, Mr Sedapatti Muthiaih, former Speaker of the state assembly in the disproportionate wealth case, former minister Mr Nagoor Meeran, and Ms G. Mallika, former AIADMK MLA. All of them have filed appeals in the Madras High Court, and Mr Madhusoodhanan is also expected to follow suit.

Centre to purchase Jaguar aircraft

NEW DELHI, March 16 (PTI, UNI) — The Centre has ordered the purchase of 17 twin-seater Jaguar aircraft by the Indian Air Force (IAF) at a tentative cost of Rs 1154.13 crore, Defence Minister George Fernandes told the Lok Sabha today.

The aircraft are likely to be delivered by M/s Hindustan Aeronautics between 2001-2002 and 2004-2005, Fernandes said in a written answer.

In Parliament

Sonar: A tactical weapon control and composite "Sonar" system (panchendriya) has been installed on Vela Class submarines to enhance detection capabilities, he said.

LCA: Belgium has refused to export-import parts of the engine of light combat aircraft to India, he said adding "we understand that the reason is export control regulations of the Belgium government".

Bofors: No final decision has yet been taken by the government regarding the 155 mm 45 calibre gun offered by M/s Celsius of Sweden, successor of M/s Bofors, for summer trials in 2000, Mr Fernandes said.

AJT: The Indian Air Force (IAF) has found Hawk of the UK and Alpha Jet of France the most suitable options to meet the requirements for advanced jet trainer (AJT), he said.

White Paper: The union government is considering preparing a white paper on Pakistan's involvement in subversive activities in India, the Rajya Sabha was informed.

BJP defends move on Constitution panel

NEW DELHI, March 16 (PTI) — The BJP today stoutly defended the government's decision to set up a commission to review the constitution and said the step was not in any way aimed at diluting or undermining the fundamentals of the existing political system.

"There will be no change in the basic features of the Constitution following the review and if any amendment is required to be effected it will be done with the cooperation of the Opposition," BJP leader Madan Lal Khurana said in the Lok Sabha while initiating a debate on the motion of thanks on the President's Address to a joint sitting of both the Houses of Parliament last month.

Mr Khurana said the hue and cry raised by the Opposition on the setting up of a review commission was totally uncalled for as the present government was not in a position to make any changes in the Constitution without the help of the Opposition as it did not have a two-thirds majority.

He said it did not behove the Congress to criticise the NDA government for setting up a commission for Constitution review as it had also set up a committee on the same pattern in 1977 which was headed by the then Minister for External Affairs Swaran Singh.

The Congress then effected major changes in the Constitution in "a dictatorial and arbitrary manner disregarding public opinion on the issue", Mr Khurana said.

Unlike the Congress committee, the panel set up by the NDA government is led by a former Chief Justice of the Supreme Court and its recommendations would not be thrust on the people against their will, he added.

Mr Khurana said the review was meant to check the misuse of Article 356 of the Constitution.

Lawyers firm on suspension of 3 officers

NEW DELHI, March 16 (PTI) — Striking city lawyers today remained firm on their demand for suspension of three senior police officers and decided to continue their three-week-long agitation till their demand was met by the government.

Rejecting the suspension of three junior police officials and transfer of two ACPs, the Delhi High Court Bar Association Secretary, Mr Anoop Bagai, said that the capital's various bar associations at a meeting decided to continue the agitation as they expressed dissatisfaction over the government action.

Mr Bagai said the relay fast by the lawyers in front of the high court would continue. However, the situation would be reviewed on March 20 to chalk out a future course of action, he said.

Lawyers are demanding suspension of New Delhi district DCP Pranab Nanda and ACPs T.S. Bhalla and Ashok Malik, whose transfer was ordered by the government.

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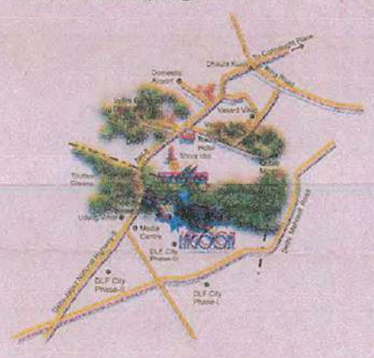
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Advantage Specifications

Flooring

• The Living room, Dining room, Family lounge, Lobby & Passage made of expensive *Italian Bottichino/Dyna marble* with designer patterns • Bathrooms with expensive Italian/Indian marble/granite • Bedrooms having quality white Indian marble with rich border • Even balconies made of marble • Staircases in Udaipur green and white quality marble

Bathrooms

Walls: Matching marble/granite upto three feet height. Rest continuing with printed glazed tiles in variety of shades and colours and attractive border.

C. P. Fittings: Single lever Jaquar or equivalent. Sanitaryware: English type w/c and washbasin of matching shades/colours.

Bath tubs/bunnies • Geysers • Dressing room/looking glasses • Fixtures • Exhaust fans • Towel rack/rod/ring and other bathroom accessories

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Floor/Counter/Walls: Quality Udaipur green marble below and above the counter upto 3 feet.

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Doors & Windows

• Door frames and shutter is of *imported/Indian Teak Wood/Board* • Elegantly designed and finished entrance door • Designer wardrobes, cupboards, almirahs, cabinets in kitchen and bedrooms • Complete with fitted in wood work in the entire apartment

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Common Area

• Entrance and lift lobby shall be of *expensive Italian/Indian marble/granite* with elegant designs and patterns • Complete copper wiring

In short, the apartments shall be in all respect ready to move in at the time of possession, free from post possession hassles of redoing the apartment. For the first time the luxury and finish of South Delhi shall be available in an apartment complex at Gurgaon.

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Details of Lewis' meeting with England Board remain a mystery

Vijay Dutt
London, April 20

WHAT DID Chris Lewis tell the England Board? The mystery of what passed between the former England Test player and the England Cricket Board's (ECB) panel during their half-hour talk has deepened with both sides blaming each other of destroying their respective credibility.

The disquiet about the identity of the three England players, who were identified to Lewis by Ashim Khetrapal, the sports promoter, as being involved in match-fixing has upset officials and cricketers alike.

The attraction for Shane Warne, beginning his stint with Hampshire, and Saurav Ganguly for Lanchashire, has not stopped the spectators talking about the scandal.

Lewis has further puzzled everyone by going on strike, alleging that the ECB is trying to make him the fall guy. There is much confusion whether he disclosed the names of the three players.

Confusion has been further confounded by the reported statement of South African Cricket Board executive director Ali Bacher that two matches in the last World Cup were fixed and an umpire was corrupt. The speculation had been about the Pak-Bangladesh match, which Pakistan, to the surprise of everyone lost very badly.

Lewis reportedly informed the panel members Simon Pack, the international team's director and Gerard Elias, QC, chairman of the disciplinary committee, the names of the three Test players on Tuesday. But, he withdrew from a Benson Hedges match on Wednesday alleging that an impression was being given that he had been hauled before a disciplinary hearing.



A child greets Steve Waugh at *Udayan*, a charity home for kids, in Barrackpore on Thursday. Photo: HT

Cronje affair shameful: Waugh

Jaideep Mazumdar
Calcutta, April 20

AUSTRALIAN CRICKET captain Steve Waugh has called for cleaning up of the game's Augean stables. "It's time to take hard decisions and make people pay for the wrongs they have committed," Waugh said today.

He said cricket boards of all the countries should do their bit to help the International Cricket Committee (ICC) conduct a thorough clean-up. Terming the recent reports of match-fixing as "unfortunate", Steve said, "99 per cent of the cricketers do the right thing. Only a few do wrong things and tarnish the image of the game." He termed the Hansie Cronje affair as "shameful".

"Humans occasionally make mistakes, not just cricketers, but all humans," he said. Steve admitted that the image of cricket as a "gentleman's sport" has suffered. "It is known as a gentleman's game, but perhaps not so at the moment. We should try and get cricket back to where it should be. Those who have done wrong things will have to pay the price at some stage."

Steve was speaking during a visit to 'Udayan', a charity home for children suffering from leprosy, at Barrackpore.

"Enquiry commissions are being set up everywhere. They will identify who's responsible for all this and then we can get back to playing cricket," Waugh said. "The clean-up has to be thorough. They have to get to the bottom of all this and take hard decisions. They will have to make players pay for the wrongs they have done," he said

On the Hansie Cronje affair, he said: "I support Hansie as a human being. He's a nice guy, but he's made mistakes. It is not for me to pass judgements. Inquiry commissions will do so. I can say that I've played good matches against him and we've had good conversations," he said.

About the enquiry commissions, he said such exercises should be "honest". He warned that if the clean-up is not sweeping and honest, cricket would be "poorer off".

"It's up to individual players to do the right thing, take responsibility for their actions. They should resist temptations," he said. Mark Waugh and Shane Warne, he said, had paid the price for reporting to bookies on weather and pitch conditions.

"But what they did was nothing compared to match-fixing," Waugh said.

Chandrababu turns 50, celebrates working b'day

Ashok Das
Hyderabad, April 20

WHAT HAPPENS to your resolution of having a private birthday celebration when you happen to be one of the most talked about politicians in the country?

Nara Chandrababu Naidu, the dot.com Chief Minister of Andhra Pradesh and key backer of the Vajpayee Government at the Centre, jettisoned his resolution when hundreds of people streamed into his Jubilee Hills residence from early hours to greet him on his 50th birthday on Thursday.

On Wednesday, the Chief Minister's office had sought to discourage people from coming to his residence to greet him by stating that Naidu would like to celebrate his birthday in a low key manner with his family members. Naidu himself asked party workers and others not to come to his residence to greet him.



But ultimately it turned out to be the biggest birthday bash for any Chief Minister in recent years, barring probably the Sasthipoorthi (60th birthday) celebration of late Dr Chenna Reddy. Although Naidu's word is law in the State, nobody seemed to have taken him seriously this time around. Governor Dr C Rangarajan was the first to turn up to greet him. Later, the entire city seemed to converge at his residence, including Cabinet members, party functionaries and senior bureaucrats.

Vice-President Krishan Kant, Lok Sabha Speaker G M C Balayogi, several Union ministers, leaders of various parties and Telugu Desam Party MPs called up from Delhi.

Later, when Naidu went to the party office, he was virtually mobbed by party leaders and activists, who turned up in high numbers, to greet him. After the customary round of cutting the cakes, Naidu, who is also the TDP's president, exhorted workers to re-dedicate themselves to the party's ideals.

Naidu left by helicopter for Prakasam district at 10.15 a.m. on a survey of a few drought-affected villages that had reported some deaths recently.

Stranded Hajis: Indian embassy to probe causes

Dubai, April 20

THE INDIAN Embassy will conduct a study to find out why hundreds of Haj pilgrims got stranded at Jeddah. It will review its procedures to ensure that such delays don't recur, Ambassador to Saudi Arabia Talmeez Ahmed has said.

The embassy, with the consent of the Ministry, would look into three aspects of the Haj pilgrimage -- the institutional arrangements in India in chartering flights, operational aspects at Jeddah to handle the flow of pilgrims and the prospect of educating future pilgrims about the dos and don'ts, he said.

He said when the quota of Indian pilgrims was increased to 72,000 from 66,000 last year, the embassy had pointed out that they could face problems of accommodation. In their keenness to perform Haj, the pilgrims overlooked such warnings and later complained when they began facing difficulties.

(PTI)

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	ii) First project in Special Zone	ii) NOT in special zone.
	iii) Facing vast Rajokri Greens.	iii) Not Green facing
	iv) 20% built up & 80% greens without any EWS and other plotted surroundings.	iv) In the midst of EWS and other plotted development.
2. Specifications		
i) Quality of floors	Whole of the floors in quality marble i.e. expensive quality Italian Dyna marble in living room, dining room, family lounge, lobby and master toilet and rest in quality Indian marble with designer rich border.	Mostly with white mosaic floors except for some which have Indian marble in specified areas.
ii) Wood work	Complete wood work. Panelled Teak wood/board doors/Windows/almirahs in all bed rooms, full cabinet in kitchen.	Flush/Pressed metal/Aluminium doors and windows. No almirah/cabinet in the bedrooms/kitchen.
iii) Bathrooms	Marble/granite in flooring, counter & wall upto 3 feet level. Rest in coloured printed ceramic tiles. Single liver Jaquar CP fitting in bathrooms. Coloured Chinaware in matching/contrast shade. Exhaust Fans, Geysers and Light Fittings in all bathrooms.	Ceramic tiles in floors and walls. Conventional C.P. fitting except single lever fitting in some. White/opal chinaware. No Exhaust Fans, Geysers and Lights. Fittings in the bathrooms.
iv) Kitchen	Palace style spacious kitchen with Double bowl stainless steel sink in kitchen with double drain board and complete wood work, accessories and fittings.	Cramped size kitchen with Single bowl stainless steel sink with single drain board and without any wood work, accessories and fittings.
v) Electrical switches/fittings	Latest Modular switches. Fans, lights and chimney etc. are provided in the apartment.	Conventional plate type switches. Fans, Geysers and Chimney etc. are not provided.
vi) Post-Possession hassles and need of redoing the apartment.	No	Yes
3. Amenities & Facilities		
i) Ratio of one lift to no. of apartments in the block	1 : 10	1 : 24 to 57
ii) Indoor badminton, tennis and squash court.	Provided	Not provided
iii) Water channel for recreational and recycling of water	Provided	Not provided
iv) Interest rate for Home Loan for apartment buyers	12.75% from HDFC.	13.5% from Citibank and other institutions
v) Booking amount for buyers availing Home loan from financial institutions / bank	5%	7.5% to 15%
4. Stage of construction	Structure of Building Block in Phase-I is complete	Yet to start or just started
5. Status of sample flats	Ready within the building blocks itself	Not ready in the building blocks
6. Basic sale price inclusive of PLC for East or South facing apartment on first floor	Rs.1750/- per sq. ft.	Rs.1721/-, Rs.1545/- & Rs.2000/- per sq. ft.

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'No probability of N-war in S Asia'

HT Correspondent
New Delhi, March 2

WHILE WASHINGTON has stoked its doomsday prediction for the "nuclear flash-point" of South Asia with renewed vigour in the run-up to President Bill Clinton's India visit later this month, a State Department specialist today debunked the US posture and maintained that there was no probability of a nuclear war in the region.

Course Chairperson for China at the National Foreign Affairs Training Centre for the State Department and President of the American Asian Research Enterprise Prof Thomas W Robinson told the media, "I do not think that there is any real probability of a nuclear war in (South Asia). Nuclear weapons are not a real factor in international relations." He also identified China as India's main security concern and predicted increasing military rivalry between the two Asian states, premising his theory on China's perception of this country as an emerging rival to its regional hegemony.

Explaining China-Pakistan relations in this context, he said that Beijing had cultivated Islamabad studiously for the very purpose of acting as a source of adversity for India. "Pakistan is China's choice in South Asia to counter India," he said.

He also discounted any possible role that President Clinton could play in finding a solution to the Kashmir issue. "President Clinton can't make peace between India and Pakistan because no ground work has been done in this regard," he said. "How can he possibly do it ?" He however identified the Kashmir issue as one of the three major security concerns in Asia, the other two being North Korea and Taiwan.

Interestingly, however, he pointed out, China would not like to get involved in the Kashmir dispute as this would not serve its purpose. It would however continue to strengthen Pakistan to facilitate its adversarial relationship with India.

It was also for this reason that China was not overly worried about the current military dictatorship in Pakistan, as long as the country continued to play its role in advancing Beijing's interests. These would be served best by Pakistan retaining at the very least its present status. China would therefore not like to see the country in a disarray.

While Pakistan was hardly a security concern for India by itself, Prof Robinson expressed admiration at New Delhi's patience with its western neighbour.

European Union praises India for reforms

Berlin, March 2

THE EUROPEAN Union has praised the Indian Government for ending ad-hocism in the fundamental economic reforms carried out in the last five months and asserted that the 'second generation' economic reforms would be the 'key factor' for the growth of Indo-EU economic and trade relations. "We have every admiration for the bold approach (of the Indian Government) in putting on track a series of fundamental reform projects which no longer simply are adhoc in nature but follow a definite strategic plan," EU Trade Commissioner Pascal Lamy said on phone from Brussels before leaving for a week-long visit to India starting today.

Lamy said a "stable and predictable" economic environment in India could boost EU's investment there and lead to an inflow of technology and know-how. *(PTI)*

'India a civilised society'

KULSOOM NAWAZ, wife of deposed Pakistan Prime Minister Nawaz Sharif, has described India as a civilised society where the armed forces had no role to play in the running of the government and appealed to US President Bill Clinton not to visit Pakistan until the military regime promised an early restoration of democracy.

"I strictly believe that the army's duty is to defend the country. In India, has anyone seen snap or political statement of any of their generals that is a civilised society, which unfortunately, we could not become," she said in an interview in *Gulf News*. **UNI, Dubai**

'Karmapa parents not detained'

CHINESE AUTHORITIES in Tibet on Thursday denied reports the parents of the 14-year-old Karmapa Lama had been detained as part of an investigation into their son's dramatic flight over the Himalayas to India in early January. Authorities took the Karmapa's parents from their home in Lhasa and put them under tight security in their home county of Chamdo, where the family had previously raised yaks, the London-based Tibet Information Centre said yesterday.

DPA, Beijing

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Pasco : 91-349848, 91-340130 (10 lines) Rohan Noida: 914-530535, 556189.
Rohan Ghaziabad:914-733192,734218. Saya Automobiles: 7231955, 7251402.
Vipul Motors: 974-290120, 98110-73335. Vikas Motors: 5449999, 9810057130.
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Our ultimate award will be when you rate our apartments the best. Here's why.

A list of Ambience Advantages

Location of Property
Closest integrated township at '0' km from South of Delhi • On Delhi-Gurgaon border • Direct approach from Delhi-Jaipur National Highway - 8 • Facing Rajokri greens • First project in special zone with multiple usages • One of the finest locations as per Vastu Principles

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• 4 kms from Radisson Hotel
• 10 kms from Dhaula Kuan
• 14 kms from AIIMS & Safdarjang Hospital
• 16 kms from Connaught Place



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Details of infrastructure facilities already completed at site
• Laying and metaling of 80-60 feet wide roads
• Laying down of underground sewerage and drainage system
• Laying of underground electricity cables and electrification of roads
• Construction of protective boundary walls and railing
• Plantation and Greenery

Architects
• Project designed and supervised by A. K. Ganju, a name famous for efficient and practical space planning
• Interiors by M/s Sandeep Geeta and Associates Pvt. Ltd. IIID, Mumbai Award winners for the year 1998



Apartments Specifications

Flooring
The Living room, Dining room, Family lounge, Lobby & Passage made of expensive Italian Bottichino/Dyna marble with designer patterns • Bathrooms with expensive Italian/Indian marble/granite • Bedrooms having quality white Indian marble with rich border • Even balconies made of marble • Staircases in Udaipur green and white quality marble

Bathrooms
Walls: Matching marble/granite upto three feet height. Rest continuing with printed glazed tiles in variety of shades and colours and attractive border.
C. P. Fittings: Single lever Jaquar or equivalent. Sanitaryware: English type w/c and washbasin of matching shades/colours.
Bath tubs/bunnies • Geysers • Dressing room/looking-glasses • Fixtures • Exhaust fans • Towel rack/rod/ring and other bathroom accessories

Kitchen & Utility
Floor/Counter/Walls: Quality Udaipur green marble below and above the counter upto 3 feet.
Fittings: Double bowl stainless steel sink with drain board • Complete woodwork above and below the counter • Exhaust fan • Chimney • Single lever hot and cold water • Provision for pipe supply of cooking gas through shaft

Doors & Windows
• Door frames and shutter shall be of imported/Indian Teak Board • Elegantly designed and finished entrance door • Designer wardrobes, cupboards, almirahs, cabinets in kitchen and bedrooms • Complete fixed in wood work in the entire apartment

Finishing of Walls & Wood work
Internal walls furnished with plastic emulsion/paint with POP finish • Internal doors, windows, cupboards and cabinets shall be painted in natural polish/wall matching duco paints

Common Area
Entrance and lift lobby shall be of expensive Italian/Indian marble/granite with elegant designs and patterns • Complete copper wiring
In short, the apartments shall be in all respect ready to move in at the time of possession, free from post possession hassles of redoing the apartment • For the first time the luxury and finish of South Delhi shall be available in an apartment complex at Gurgaon.

As a never ending endeavor to offer better quality living in our apartments, we welcome your suggestions and ideas. Be it on design, quality of construction, facilities, amenities, or any other point. A select panel of judges will decide which suggestion is best in terms of aesthetics, functionality and utility. The first three winners will get a LG microwave model no. 285, each.*

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An Integrated Township

HLF Enterprises Private Limited
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R. N. I. No. 503/57

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FORM LC-V
(See Rule-12)
Haryana Government
Town and Country Planning Department

Licence No. 14 of 2004

1- This licence has been granted under the Haryana Development & Regulation of Urban Areas Act, 1975 & the Rules 1976 made thereunder to M/s. Alankar Apartments Pvt Ltd L-4,Green Park Extension, New Delhi-110016 for setting up of a integrated colony comprising of Group Housing and Commercial use at village Nathupur, District Gurgaon.

2- The particulars of the land wherein the aforesaid integrated colony is to be set up are given in the Schedule annexed hereto and duly signed by the Director, Town and Country Planning, Haryana, Chandigarh.

3- The licence is granted subject to the following conditions:

a) That the integrated colony comprising of Group Housing and Commercial use is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.
b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulations of Urban Areas Act, 1975 and the Rules 1976 made thereunder are duly complied with.
c) That the demarcation plan of the integrated colony area is submitted before starting the development works in the colony and for the approval of zoning plan.
d) That the land forming part of restricted/green belt along National Highway will be transferred free of cost to the Government and no construction will be raised in the said restricted/green belt along National Highway.

4- That the licence will not give any advertisement for sale of shops/offices/floor area in commercial colony before the approval of layout plan/building plans.

5- The licence is valid upto 4/2/2009.

Dated Chandigarh
The 5-2-2004

(N.C.WADHWA)
Director, Town andCountry Planning,
Haryana, Chandigarh.

Endst. No. 5DP-2004/ 1354 Dated:- 5-2-2004

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action:-

1- M/s. Alankar Apartments Pvt Ltd. L-4,Green Park Extension, NewDelhi-110016 along with a copy of agreement LC-IV and Bilateral agreement.
2- Chief Administrator, HUDA, Panchkula
3- Addl. Director, Urban Estates, Haryana, Panchkula.
4- Chief Engineer, HUDA, Panchkula.
5- Superintending Engineer, HUDA, Gurgaon along with a copy of agreement.
6- Land Acquisition Officer, Gurgaon.
7- Senior Town Planner, Gurgaon.
8- Senior Town Planner(Enf),Chandigarh .
9- District Town Planner, Gurgaon along with a copy of agreement.
10- Accounts Officer O/o Director, Town and Country Planning, Haryana, Chandigarh.

DA/As above

District Town Planner(Hq)JS
For:Director, Town and Country Planning,
Haryana, Chandigarh.

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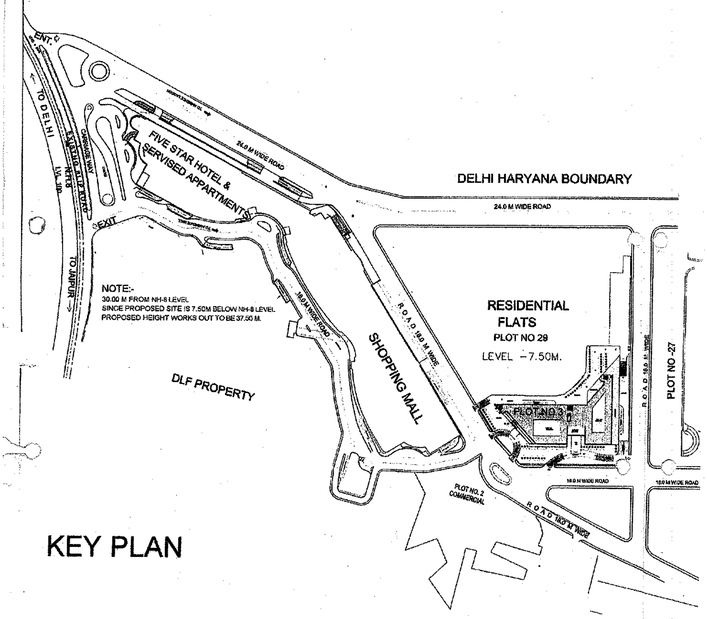
TO BE READ LICENCE NO. 14 OF 2004

Detail of land owned by M/s.Alankar Apartments Pvt Ltd Village Nathupur District Gurgaon.

Village	Khasra No.	Area B B B	Share	Area taken B B B
Nathupur	577	7-3		
	578	7-2		
	579	0-3		
	580	0-2		
	582	5-5		
	583	0-5		
	584	0-13		
	585	0-4		
	586	5-10		
	587	1-12		
	588	1-15		
	589	0-6		
	433	0-9		
	435	0-9		
	448	2-6		
	449	0-5		
	450	1-0		
	526	9-1		
		43-10		43-10 OR 27-19 Acs

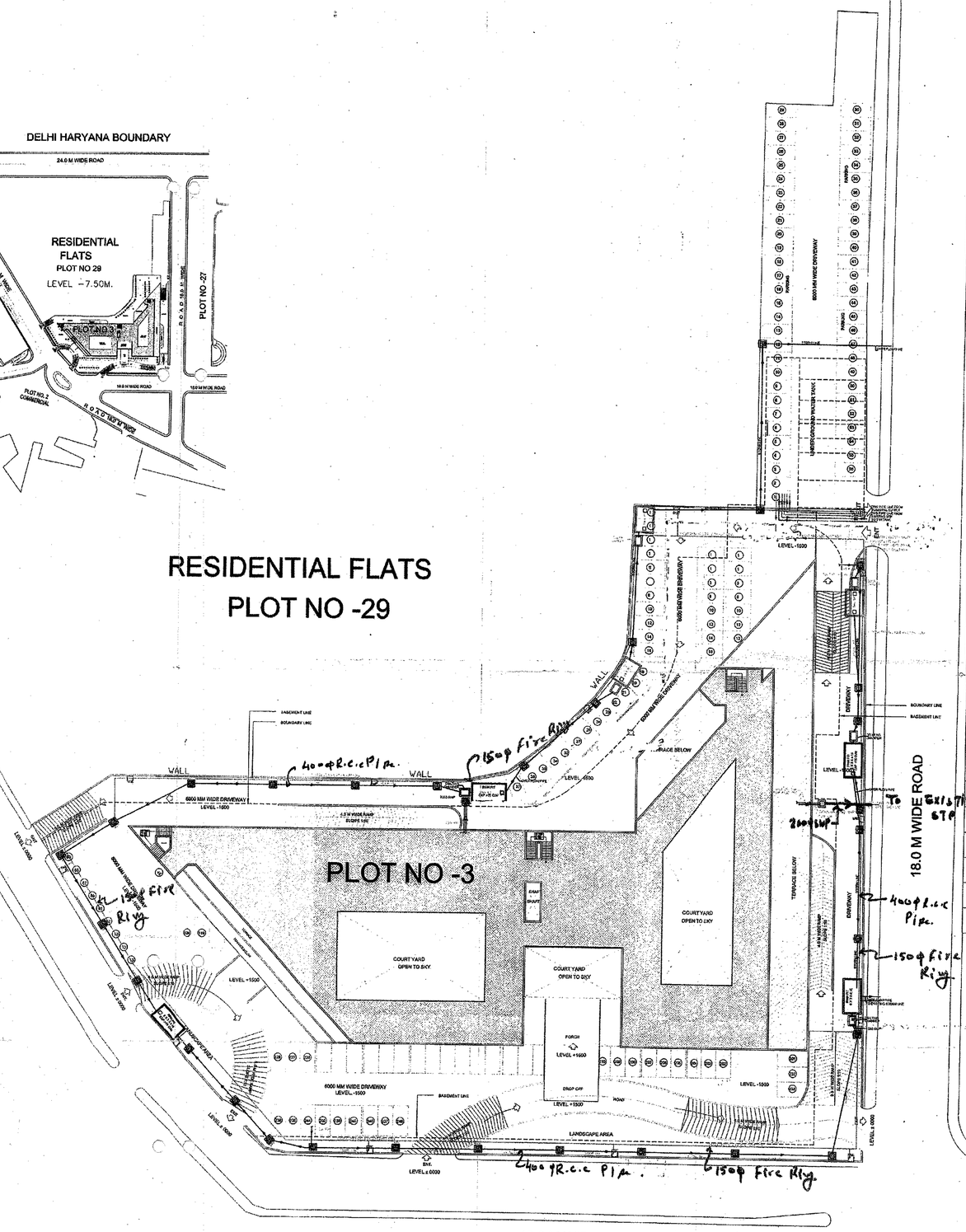
Town and Country Planning
Haryana, Chandigarh.

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KEY PLAN

RESIDENTIAL FLATS
PLOT NO -29



SITE PLAN
SCALE 1:300

AREA STATEMENT FOR PLOT NO.- 3

SH.NO.	DESCRIPTION	PERMISSIBLE AREA IN SQ.M.	PROPOSED AREA IN SQ.M.
01	TOTAL AREA OF PLOT	23500.00	
02	PERMISSIBLE GROUND COVRAGE (40%)	9400.00	4093.061
03	PERMISSIBLE BUILT-UP AREA OR F.A.R. (1.75)	41125.00	41074.654
04	PERMISSIBL EBUILDING HEIGHT	30.000 M.	30+7.50 M.
	NOTE :- 30.00 M FROM NH-8 LEVEL SINCE PROPOSED SITE IS 7.50 M BELOW NH-8 LEVEL PROPOSED HT. WORKS OUT TO BE 37.500 M.		
	PROPOSED AREA STATEMENT		
05	COVRED AREA OF STILT LEVEL		277.346
06	COVRED AREA OF GROUND LEVEL		4093.061
07	COVRED AREA OF 1ST LEVEL		4042.199
08	COVRED AREA OF 2ND LEVEL		4042.199
09	COVRED AREA OF 3RD LEVEL		4042.199
10	COVRED AREA OF 4TH LEVEL		3098.298
10	COVRED AREA OF 5TH LEVEL		3098.298
11	COVRED AREA OF 6TH LEVEL		3098.298
12	COVRED AREA OF 7TH LEVEL		3098.298
13	COVRED AREA OF 8TH LEVEL		3098.298
14	COVRED AREA OF 9 TH LEVEL		3098.298
15	COVRED AREA OF10 TH LEVEL		2993.931
16	COVRED AREA OF 11 TH LEVEL		2993.931
	TOTAL (05 TO 16)		41074.654
	BASEMENT AREA STATEMENT		
	1ST BASEMENT LEVEL		9553.964
	2ND BASEMENT LEVEL		9553.964
	3RD BASEMENT LEVEL		9553.964
	4TH BASEMENT LEVEL		9553.364
	TOTAL		38215.856

PROPOSED PARKING

FLOOR'S	PROPOSED	TWO WHEELAR
GROUND LEVEL	56	
STILT LEVEL	229	
1ST BASEMENT FLOOR	226	15
2ND BASEMENT FLOOR	255	15
3RD BASEMENT FLOOR	255	15
4TH BASEMENT FLOOR	255	15
TOTAL	1276	60

PARKING CALCULATIONS

PARKING REQUIREMENT = 1 P.C.U./ 75 SQ.M. OF COVERED AREA
TOTAL COVERED AREA = 41074.654 SQ.M.
PARKING REQUIREMENT = 41.74.654/ 75 SQ.M.
= 547.66 NO'S
SAY 548ECS
REQUIRED SURFACE CAR PARKING @ 20% OF 548 ECS = 110 ECS

NOTE:-
THE BUILDING IS FULLY AIR CONDITIONED, FULLY SPRINKLED FOR FIRE SUPPRESSION AND BASEMENTS ARE MECHANICALLY VENTILATED.

D.T.P (HQ) S.T.P. (G) C.T.P. (H.)
Member Secretary Member B.P.C. Chairman B.P.C.
B. P. C.

WATER HARVESTING CERTIFICATE

1. CERTIFIED THAT THE BUILDING PLANS SUBMITTED FOR APPROVAL SATISFY THE WATER HERVESTING REQUIREMENTS AS WELL AS MINIMUM ANTICIPATED DISCHARGE OF WASTE AS STIPULATED UNDER CLAUSE 25.4.1, 224.2 AND THE INFORMATION GIVEN THEREIN AS FACTUALLY CORRECT TO THE BEST OF OUR KNOWLEDGE AND UNDERSTANDING.
2. WASTE WATER RECYCLING SYSTEM SHALL BE INCORPORATE AT SITE. THE RECYCLED WATER SHALL BE USED FOR HORTICULTURE PURPOSE.

SIGNATURE OF OWNER WITH DATE OR ARCHITECT WITH DATE — SIGNATURE
RAJIV KHANNA CA/86/10178 Architect

EARTH QUAKE CERTIFICATE

1. CERTIFICATE THAT THE BUILDING PLANS SUBMITTED FOR APPROVAL SATISFY THE SAFTY REQUIREMENTS AS STIPULATED UNDER CLAUSE 18 OF BUILDING BYELAWS, 1983 AND THE INFORMATION GIVEN IS THEREIN IS FACTUALLY CORRECT TO THE BEST OF OUR KNOWLEDGE AND UNDERSTANDING.
2. IT IS ALSO CERTIFIED THAT THE STRUCTURAL DESIGN INCLUDING SAFETY FROM NATURAL HAZARDS IN SOIL CONDITION HAS BEEN DULY INCORPORATE IN THE DESIGN OF THE BUILDING AND THESE PROVISION SHALL BE ADHERED TO DUGING THE CONSTRUCTION.

SIGN OF OWNER & DATE — ARCHITECT
STRUCTURAL ENGG. — NAME IN BLOCK LETTERS
NAME IN BLOCK LETTERS — ADDRESS
ADDRESS
RAJIV KHANNA CA/86/10178 Architect

NOTE
1. THE MULBA DURING THE CONSTRUCTION WILL BE REMOVED ON WEEKLY BASIS. IF THE SAME IS NOT DONE, IN THAT CASE THE LOCAL BODY SHALL REMOVE THE MALBA AND THE COST SHALL BE BORN BY THE OWNER OF THE PLOT.
2. DURING CONSTRUCTION, IT IS MANDATORY ON THE PART OF THE OWNER TO PROPERLY SCREEN THE CONSTRUCTION SITE OFF THE MAIN ROAD BY MEANS OF ERECTION A SCREEN WALL NOT LESS THAT 8 FT. IN HEIGHT FROM GROUND LEVEL WHICH IS TO BE PAINTED TO AVOID UPLEASANT LOOK FROM HOSTED AT THE FACADES OF THE BUILDING TO ENSURE THAT ANY FALLING MATERIAL REMAINS WITHIN THE PROTECTED AREA.
3. NOISE RELATED ACTIVITIES WILL NOT BE TAKEN UP FOR CONSTRUCTION AT NIGHT AFTER 10 P.M.

SIGN. OF OWNER & DATE — ARCHITECT WITH DATE
STRUCTURAL ENGG. & DATE — NAME IN BLOCK LETTERS
NAME IN BLOCK LETTERS — ADDRESS
ADDRESS
RAJIV KHANNA CA/86/10178 Architect

LEGENDS
FIRE FIGHTING
WATER SUPPLY
STORM WATER
SEWERAGE

SUBMISSION DRAWING

CLIENT :-
AMBIENCE DEVELOPERS & INFRASTRUCTURE (P)LTD.

PROJECT :-
COMMERCIAL COMPLEX PLOT NO-3 AMBIENCE ISLAND (NH-8) GURGAON,HARYANA.

DRAWING TITLE :-
SITE PLAN & KEY PLAN

[redacted]
Grid Architecture Interiors Pvt. Ltd.
116, NEW MANGLA PURI
MEHRAULI GURGAON ROAD NEW DELHI-30
TEL. 26809974,75,76 FAX. 26808384
E. MAIL - GRID@eth.net

OWNER SIGN	ARCHITECT SIGN
Ambience Developers & Infrastructure Pvt. Ltd. Director	RAJIV KHANNA CA 86/10178 Architect

DATE	25-02-2010
SCALE	1:100
DRG.NO.	SB/A/02

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Superintending Engineer (HQ) HUDA, Panchkula

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IN THE COURT OF MS. DEEPTI, CIVIL JUDGE (JR.DIVN.), GURGAON.

Civil Suit No.27 dated 4.2.2010
Date of Instt.:4.2.2010
Date of Order:10.9.2014

SUIT FOR DECLARATION.

APPLICATION UNDER ORDER 39 RULES 1 AND 2 READ WITH SECTION 151 OF C.P.C.

Present:- Shri Amitabh Sen, counsel for the plaintiff/applicant.
Sh. Ajay Hooda, Learned G.P for the defendants No.1, 4 to 8,
Sh. Sube Singh, counsel for defendants no.2 & 3.
Sh. Pankaj Bhagnagar, counsel for defendant no.9.

ORDER:-

This order of mine shall dispose of two separate applications moved under Order 39 Rules 1 and 2 read with Section 151 of C.P.C. by the plaintiff/applicant.

2. Brief facts of the injunction applications are that the plaintiff has filed a declaratory suit seeking the declaration for the rights of the plaintiff over 18.98 acre of land area as per the provisions of license No. 9/1993 and the pursuant duties and

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C.J. (J.D.)
GURGAON

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obligations of the concerned Govt. Organization and their officers. The defendants have violated the rights of the plaintiffs by not implementing the various provisions of Haryana Apartment ownership Act, 1983 because of collusion with the defendant no. 9. It is further submitted that "Ambience Lagoon Island" was supposed to be comprising of a Lagoon and moat running through the entire Ambience Valley. In reality too, prior to the onslaught brought on by the builder and the Haryana Urban Development Authority and the Haryana Town and Country Planning Department, a Nullah/Creek/Moat was inexistence, criss crossing the National Highway No.8 at the Ambience Valley. This Nullah/ Creek/Moat was instrumental in draining the storm water from the Valley and thereby maintaining the ecological balance in the entire valley. While builder found it extremely convenient and tried to glamorize and project the Lagoon and the Moat as an attractive selling point, in reality they were the bare necessities for the drainage of the entire Valley and most essential in maintaining the whole Ecological balance of the Ambience Valley. In other words, the entire Drainage and Ecology of the Valley depend on and revolved around the proper planning and maintenance of the Nullah/Creek/Moat. As a matter of fact, this was the exact premise on the basis of which all the plans for

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Member
J.(JD)
DGAO

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the Ambience Lagoon Housing Complex were proposed , developed and sanctioned and the preservance of the all important Nullah/Creek/Moat was emphasized and acknowleded by all, including the Hon'ble the then Chief Minister of the State of Haryana. As per the Minutes of Meeting held on April 28, 1992 under the Chairmanship of the then Chief Minister Haryana at Chandigarh, records the observation that the area which has been reserved for forest in 1992 Development Plan should be converted into a Special Zone with Recreation and Entertainment, Commercial, Group Housing and Institutional uses as permissible in this Zone. In the "Storm Water Dranage" report dated May 22, 1992 with respect to the proposed Group Housing in HLF, Prem Chaudhary and Associates, Architects Consultants and Environment Planners adviced that the said Lagoon/Moat is necessary for maintaining the Ecological balance of the area. But the defendant colluded amongst themselves and with the builder created havoc on the Ecological balance of the adjoining area. The Nullah/creek moat is no longer there as it has been completely consumed in the ensuing illegal construction by the builder ably added and assisted by non-implementation of laws, rules and regulations by the concoerned authorities, by their collusion with the builder and share dereliction

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of duty for possible ulterior personal gains. It is further submitted that the service road meant to be used by the residents of the Lagoon Apartment Complex is being illegally used presently as common ingress and egress point for the entire complex housing over 375 Apartments alongwith the traffic for a 5 star hotel and a Mega Mall. The defendant no. 1 to 8 incollusion with the builder allowed illegal use of the service road belonging to the plaintiff. The builder has constructed with the permission, consent and backing of the defendant another major complex ("Caitriona", herein after) whose residents will use the same common entrance and exist passage way. As it is, the residents of the Lagoon Apartment Complex have trouble entering and exiting thereon facilities which are taking some time over 15 minutes. The inconvenience and the road block will quadruple when the project is complete and becomes operational. It is further submitted that the defendants by throwing all norms to the winds in exchange for whatever it may be have closed their eyes and let the builder do whatever it wants to do irrespective of the dire consequences. The builder is not only illegally using the said service road, he is also using it as a paid parking lot on most weekends and vacations, holidays etc. On such occuasiona, the entire area becomes a chaos. The defendants have acted completely ignorant of the said

98 145

acted completely ignorant of the said illegal practioes of the builder and have failed to follow the relevant regulations. It is further submitted that the said service road is now being used for unsocial elements for boozing. It is further submitted that due to unsocial elements, who also used the service road, the safety and security of the entire cornplex and its residents have gone for a complete toss at the hands of the defendants and the builder. It is further submitted that the easement rights of the plaintiff to go in and out of their appartments are completely affected and suspended during the peack hours, holidays and weekends since the service road is flooded with cars. The builder is able to act with complete impunity since the concerned regulating authorities, i.e the defendants are in complete collusion with the builder. In case of an emergency, the only option left open to the residents is to use a helicopter. The balance of convenience for the grant of inteim injunction lies in favour of the plaintiff since the defendants and the builder have no stakes involved in the said residential complex whereas it is of utmost importance to the plaintiff since their legal right to easement, their rights to move has been seriously affected by the illegal collusion between the builder and the defendants. Lastly prayed that:

(i) the builder be restrained from doing any

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construction in the entire Ambience Valley till the disposal of the suit;

(ii) the builder be restrained from using the Service Road, belonging to and meant for the use of the plaintiff, for the purposes of the ambience mall;

(iii)the builder be restrained from using the Service Road as parking, paid or unpaid, for his commercial complex, since the same belongs to the plaintiff.

(iv) To declare the service road going towards the Ambience residential complex (the First Cut to the Complex from the National Highway No.8) to be used solely for the exit and entry of the residents of the complex and the Hotel guests, while declaring the obligations and duties of the defendants in this regard;

(v) To declare Cut to the Complex from the Nationl Highway No.8 to be used solely for the exit and entry of the visitors to the Mall and other commercial establishments beyond the Mall, while declaring the obligations and

29/9/14

(vi) To declare the main thoroughfare to the Lagoon Apartment Complex as no parking zone for outsiders while declaring the obligations and duties of the defendants in this regard;

3. Reply to the injunction application filed by the defendant no.3 denying all the averments of the applications.

4. Reply to the application was filed by the defendant no. 9 wherein it took certain preliminary objections. The plaintiff by filing the present application seeking as many as 19 declartions is wholly not maintainable and has not disclosed any cause of action. Hence the suit alongwith the present applications are liable to be dismissed. None of the declarations as sought for could be granted under section 34 of the Specific Relief Act. The present suit is barred under the provisions of Order 2 Rule 2 of the Code of Civil Procedure . On merits, it is submitted that the defendant no.9 and its Group Companies own about 133.06 acres of land in village Nathupur, District Gurgaon on Nationl Highway (NH-8) adjacent to Delhi Guraon border. The said entire land has been licenced for the development of an integrated Ambience Island Township and the

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defendant no.9 and its group Companies have already developed Ambience Lagoon Apartment Complex and other buildings. That initially in the year 1992, the defendant purchased 22.98 acres of land and applied for issuance of licence to develop residential group housing colony on 18.98 acres of land and hotel on balance 4 acres of land and the Director, Town and Country Planning, Haryana Chandigarh, issued licence for that purpose. In the year 1994-95, the defendant apportioned the said licenced land of 18.98 acres in two parcels of 10.98 acre and 8 acres and planned to develop Group Housing Complex on its parcel of 10.98 acres of land and the development of Lagoon Residential Complex was carried out on 10.98 acres of land, the completion certificate thereof was obtained from District Town and Country Planning Haryana Chandigarh on dated 10.1.2002. With regard to the remaining 8 acres of land, the defendant planned to develop a Commercial Colony and a fresh licence No. 8/2001 for development of the Commercial Colony was issued by DTCP Haryana and they developed a Mall on second parcel of 8 acres of land. It is further submitted that in the Apartment Buyer's Agreement with the Residents of Plaintiff's Association it was clearly stated that the defendant had licence to develop Group Housing Complex on 18.98 acres of land but the defendant is

and the users of the integrated township and none of the road belongs to any individual and all the roads are being managed and maintained by the defendant and its group companies. It is submitted that the said road is the only main road passing through the entire township and is a common road to be used by all the occupants, visitors or other persons having interest in the township. It is further submitted that the said main road is an approved road in the layout plan as the same is passing through the entire township and is 80 feet wide road feeding to the entire township including the Mall, Hotel, Ambience Lagoon Apartment Complex, Caitriona Residential Apartment Complex, etc. and the other users and occupants and they all could not have been restrained from using the said road. The right of access is a very important right vested in all the occupants and the users of Ambience Island Township and by reserving any exclusive rights to the main road in favour of the plaintiff, it restrained the legitimate rights of other residents, occupants and the users of the integrated township including the defendant and the entire development activities in the integrated township have come to a standstill. Neither any illegal constructions are being carried out by the defendant nor any land whatsoever has been earmarked for the plaintiff's associationand there is no question of carrying out any illegal construction in the

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integrated township and all the constructions are being carried out inaccordance with the sanctions and the building bye laws. It is further submitted that the development of the township and the constructions raised thereon are regulated by the Haryana Development and Regulation Act and the defendant is making the developments in accordance with the provision of the Act and the rules framed thereunder. The suit of the plaintiff in itself is not maintainable. All the orders passed by the defendant are statutory orders and cannot be challenged before this court. The answering defendant being the owner had filed the declaration in accordance with the provisions of Haryana Apartment Ownership Act, 1983 and got the same registered under section 2 read with section 11 of the said Act. The said declaration provided for common area and facilities including general facilities for all apartments and common facilities for independent units of individual complex. Under section 16 of the Haryana Apartment Ownership Act, 1983 the Administration of the Residential Complex is Governed by the Byelaws to be filed alongwith the declaration . In the said declaration it was provided that an Association for the Lagoon Residential Apartment Complex shall be formed with the object as enumerated in the said Byelaws. The plaintiff has absolutely no

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locus standi to take up any matter in which Lagoon Residential Apartment Complex Association is authorized and empowered to do so. The plaintiff has no cause of action against the answering defendant. No prima facie case nor there is any balance of convenience in its favour. All the other averments mentioned in the application are denied. At last, it is prayed that the present application be dismissed with costs.

5. Here it is pertinent to mention that reply to the stay application has not been filed on behalf of defendant no.1,2,4 to 8.

I have heard learned counsels for the parties and have perused the case file very carefully.

6. It is well settled that in order to obtain an order of injunction, the party who seeks for grant of such injunction has to prove that he has made out a prima facie case to go for trial, the balance of convenience is also in his favour and he will suffer irreparable loss and injury if injunction is not granted. But it is equally well settled that when a party fails to prove prima facie case to go for trial, question of considering the balance of convenience or irreparable loss and injury to the party concerned would not be material at all, that is to say, if that party fails to prove prima facie case to go for trial, it is not open to the Court to grant injunction in

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his favour even if he has made out a case of balance of convenience being in his favour and would suffer irreparable loss and injury if no injunction order is granted.

7. The plaintiff is asserting that the plaintiff has a right over 18.98 acres of land area as per the provisions of licence No.9/1993. He is further asserting that that defendants no.1 to 8 in collusion with defendant no.9 have violated the various provisions of Haryana Aparment Ownership Act, 1983 (herein after referred in the applidation as "Act"). The "Ambience Lagoon Island" was comprised of Lagoon and moat which was instrumental for maintaining the ecological balance in the entire valley prior to the onslaught brought by the builder and the Haryana Urban Development Authority. The plaintiff is further asserting that the service road meant to be used for the residents of Lagoon Apartment Complex is being illegally used as common ingress and egress point for the entire complex housing over 375 Apartments alongwith the traffic for a 5 Star Hotel and a Mega Mall. The defendants no.1 to 8 in collusion with the builder allowed illegal use of the service road belonging to the plaintiff. The builder has constructed with the permission, consent and backing of the defendants another major complex ("Caitriona" herein after) whose

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residents will also use the same common entrance and exit passage way. The plaintiff is further asserting that the easementary rights of the plaintiff to go in and out of their Apartments are completely affected and suspended during the peak hours, holidays and weekends since the service road is flooded with cars. The plaintiff is further asserting that he is having a good prima facie case and balance of convenience since the defendants and the builder have no stakes involved in the said residential complex whereas it is of utmost importance to the plaintiff as their legal right to easement and right to move has been seriously affected by the illegal collusion between the builder i.e the defendant no. 9 and the defendants no.1 to 8.

8. The defendant no. 9, on the other hand is asserting that the defendant no.9 had purchased 22.98 acres of land in the year 1992 and a licence for the development of Residential Group Housing Colony on 18.98 acres of land and Hotel on balance 4 acres of land was obtained from the Director, Town and Country Planning, Haryana, Chandigarh. Thereafter in the year 1994-95 the said licenced land of 18.98 acres was apportioned in two parcels of 10.98 acres and 8 acres. Thereafter the development of Lagoon residential Complex was carried out on 10.98 acres of land and a

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completion certificate was obtained from DTCP, Haryana on 10.1.2002. On remaining 8 acres of land they planned to develop a commercial colony and a fresh licence No.8/2001 was obtained. Defendant no.9 is further asserting that the said fact was clearly mentioned in the Apartment Buyers Agreement with the residents of plaintiff's Association. Defendant no.9 is further asserting that there is only one entry and exit from the National Express Way (NH-8) as per the permission granted and lay out approved by National Highway Authority of India. The defendant developed the entry, exit and other roads within the Ambience Island Township for the use of all the complex residents and the users of integrated Township and none of the road belongs to any individual as all roads are being managed and maintained by the defendant no.9. It is further asserted by defendant no.9 that no illegal construction has been carried out by the defendant no.9 and all the constructions are being carried out in accordance with the sanction and the building bye laws. The defendant no.9 being the owner had filed a declaration in accordance with the provisions of "Act" and got the same registered under section 2 read with section 11 of the said Act. Defendant no.9 is further asserting that the plaintiff has absolutely no locus-standi to take up any matter in which Lagoon Residential

Apartment Complex Association is authorized and empowered as per bye laws.

9. The entire controversy between the parties revolves around his assertions that the defendant no.9 in collusion with defendant no.1 to 8 has raised illegal construction and that the service road meant to be used by the residents of the Lagoon Apartment Complex is being illegally used permanently as a common ingress and egree point for the entire complex housing over 375 Apartments alongwith the traffic for a 5 star Hotel and a Mega Mall. In the said scenario before proceeding further, it is pertinent to refer relevant provisions of the statute. The same are as under :-

Section 3 (f) of the Act of 1983- Common areas and facilities unless otherwise provided in the declaration or lawful amendments thereto, means -

> (1) the land on which the building is located;
> (2) the foundation, columns, girders, beams, supports, main wolfe, roofs, halls, corridors lobbies, stairs, stair ways, fire escapes and entrances and exists of the building;
> (3) the basements, cellars, yards, gardens, parking area and storage spaces;
> (4) the premises for the lodging of janitors or persons employees for management of the property;
> (5) installation of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating;

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(6) the elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installation existing for common use;

(7) such community and commercial facilities as may be provided for in the declaration; and

(8) all other parts of the property necessary or convenient to its existing maintenance and safety or normally in common use".

Section 6 of the Act of 1983-Common areas and facilities-

" (1) Each apartment owner shall be entitled to an undivided interest in the common areas and facilities in the percentage expressed in the declaration. Such percentage shall be computed by taking as a basis the value of the apartments in relation to the value of the property; and such percentage shall reflect the limited common areas of facilities".

Section 11 of the Act of 1983 - contents of declaration-

(1) the declaration shall contain the following particulars, namely :-

(a)description of land on which the building and improvements are to be located and whether the land is freehold or leasehold;

(b)description of the building stating the number of storey and basement, the number of apartments and the principal materials of which it is or is to be constructed;

(c)the apartment number of each apartment and a statement of its location, approximate area, number of rooms and immediate common area to

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which it has access and any other data necessary for its proper identification;

(d)description of the limited common area and facilities;

(e)description of the limited common area and facilities, if any, stating to which apartments their use is reserved;

(f)value of the property and of each apartment and the percentage of undivided interest in the common areas and facilities appertaining to each apartment and its owner for all purposes, including voting, and a statement that the apartment and such percentage of undivided interest are not encumbered in any manner whatsoever or not on the date of the declaration;

(g)statement of the purposes for which the building and each of the apartments are intended and restricted as to use;

(h)the name of a person to receive service of process in the cases hereinafter provided, together with the residence or place of business of such persons which shall be within the city, town or village in which the building is located;

(i)provisions as to the percentage of votes by the apartment owners which shall be determinative of whether to rebuild, repair, restore or sell the property in the event of damage or destruction of all of part of the property;

(j)any other details in connection with the property which the person executing the declaration may deem desirable to set forth consistent with

(AM) 158

this Act; and
(k)the methods by which the declaration may be amended consistent with the provisions of this Act.

(2) A true copy of each of the declaration and byelaws and all amendments to the declaration or the bye-laws shall be filed in the office of the competent authority.

Section 2 (i) of Act of 1975 - the internal development works means -
(i) Metaling of roads and paving of footpaths;
(ii) Turfing and plantation with threes of open spaces;
(iii) street lighting;
(iv) adequate and wholesome water supply;
(v) sewers and drains both for storm and sullage water and necessary provision for their treatment and disposal; and
(vi) any other work that the Director may think necessary in the interest of property development of a colony;

Rule 2 (b) of the Haryana Development and Regulation of Urban Areas Rules of 1976 - Amenity :-
'amenity' includes roads, water supply, street lighting, drainage, sewerage, public parks, schools, playgrounds, hospitals, community centres and other community buildings, horticulture, landscaping and any other public utility service."

10. Section 6 (1) of the Act of 1983 (supra) contains that every apartment owner is having undivided interest in the "common areas and facilities" in the percentage expressed in the

declaration. Meaning thereby the said section specifically provides that every apartment owner is having undivided interest in the "common areas and facilities" to the extent the same is expressed in the declaration or the amended declaration, if any.

11. Section 3 (f) of the Act of 1983 (supra) defines "common areas and facilities" and the said definition is not an exhaustive definition. Even otherwise, the said section clearly stipulates that the "common areas and facilities" mentioned therein are subject to the declaration or lawful amendments thereto. Meaning thereby, the said section provides as to the properties which fall within the scope and ambit of "common areas and facilities" and the same is subject to declaration or the amended declaration, if any. Hence, as section 6 as well as 3 (f) of the Act of 1983 (supra) contain that the "common areas and facilities" are subject to the declaration or amended declaration, if any.

12. The plaintiff is asserting that the defendant No.9 is raising the construction illegally and has removed the Nullah/creek moat in the ensuing illegal construction by non-implementation of laws rules and regulations. On the other hand, the defendant no.9 is asserting that no illegal construction has been raised and they have obtained the licence for developing the commercial colony etc on

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the remaining 8 acres of land. The said fact was clearly mentioned in the Apartment Buyers Agreement with the residents of plaintiff's Association. Hence, here it is pertinent to refer the relevant extract from the Apartment Buyers Agreement:-

COMPANIES REPRESENTATION

A. Whereas the company XXXXXXXXXXXX Haryana. The company intends/plans to develop Lagoon Residential Apartment Complex on 10.98 acres of Land out of total licenced land of 18.98 acres in Phase I building Plans of which have already been sanctioned /approved by the competent authority at the office of Director, Town and Country Planning, Haryana, Chandigarh. However, the aforesaid declaration of intention to develop the integrated township should not be taken as representation /inducement on behalf of the company and /or its associate/subsidiary/Group Companies buy an Apartment in present Lagoon Residential Apartment Complex and should be an independent and unrelated decision of the propective buyer/s of Apartment/s therein.

B. And XXXXXXXXXXX Group Housing Site by

Constructing thereon by Multi Storeyed Building(s) to be named as Lagoon Residential Apartment Complex on 10.98 acres of land out of the licenced land of 18.98 acres of land (herein after referred to as the "said Complex") in accordance with the building plans already approved by Director, Town and Country Planning, Govt. of Haryana, Chandigarh, Haryana for the said 10.98 acres of land.

Xxxxxxxxxx

1.7 The company shall always be entitled to allow passage, approach or use of roads, developed in said site and/or colony to its associates/sister/group companies concerns/ third parties free of charge without any objection of whatsoever nature of the company or Apartment allottee or anybody claiming through them and the Apartment allottee hereby gives his/her/their express consent to the company to allow or to give permission for use of all the passages, roads, approaches etc. to associates/sister/group companies/ concerns/ third parties.

13. Admittedly, the plaintiff is claiming their right as per the

said Apartment Buyers Agreement and they cannot go beyond the said Agreement. It is clearly mentioned in the said agreement that the Residential Apartment Complex is to be built on 10.98 acres of land out of the total licenced land i.e 18.98 acres . As per the said Agreement service road is meant to be used by all complex residents and users of integrated township. Admittedly the said road is the only main road passing through the entire township and is a common road to be used by all occupants, visitors or other persons having interest in the township. In such circumstances, it cannot be said that balance of convenience lies in favour of the plaintiff even if he proves the prima facie case in his favour. Further even if it is assumed or presumed that the said road is meant only for the plaintiff's use then also the balance of convenience is also not in their favour.

14. As per section 16 of the "Act", the administration of the residential complex is governed by the bye laws to be filed alongwith the declaration. As per the declaration an Association for the Lagoon Residential Apartment Complex shall be formed with the object as enumerated in the said bye laws. In view of the section 16, whether any licence has been wrongly granted by DTCP or the defendant no.9 is not following the proper norms in the construction

is to be seen by DTCP and not by the plaintiff.

15. The plaintiff has sought the following interim relief :-

(i) the builder be restrained from doing any construction in the entire Ambience Valley till the disposal of the suit;

(ii) the builder be restrained from using the Service Road, belonging to and meant for the use of the plaintiff, for the purposes of the ambience mall;

(iii) the builder be restrained from using the Service Road as parking, paid or unpaid, for his commercial complex, since the same belongs to the plaintiff.

(iv) To declare the service road going towards the Ambience residential complex (the First Cut to the Complex from the National Highway No.8) to be used solely for the exit and entry of the residents of the complex and the Hotel guests, while declaring the obligations and duties of the defendants in this regard;

(v) To declare Cut to the Complex from the

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National Highway No.8 to be used solely for the exit and entry of the visitors to the Mall and other commercial establishments beyond the Mall, while declaring the obligations and duties of the defendants in this regard;

(vi) To declare the main thoroughfare to the Lagoon Apartment Complex as no parking zone for outsiders while declaring the obligations and duties of the defendants in this regard;

16. Out of the aforesaid reliefs, the relief no. (iv), (v) & (vi) as sought by the plaintiff are final reliefs. It is settled proposition of law that final relief cannot be granted at interim stage as it will amount pre trial decree/adjudication of the dispute. The plaintiff is not entitled to the remaining relief at this stage in view of the above discussion. As he failed to prove the prima facie case and balance of convenience in his favour.

17. In view of aforesaid, it appears that the plaintiff is not having any prima facie case in its favour, and even if it is assumed or presumed that the plaintiff is having prima facie case in their favour, in that eventuality also, the plaintiff is not entitled to the interim relief sought for as the balance of convenience as well as

irreparable injury not lies in its favour. Accordingly, applications under consideration are hereby dismissed.

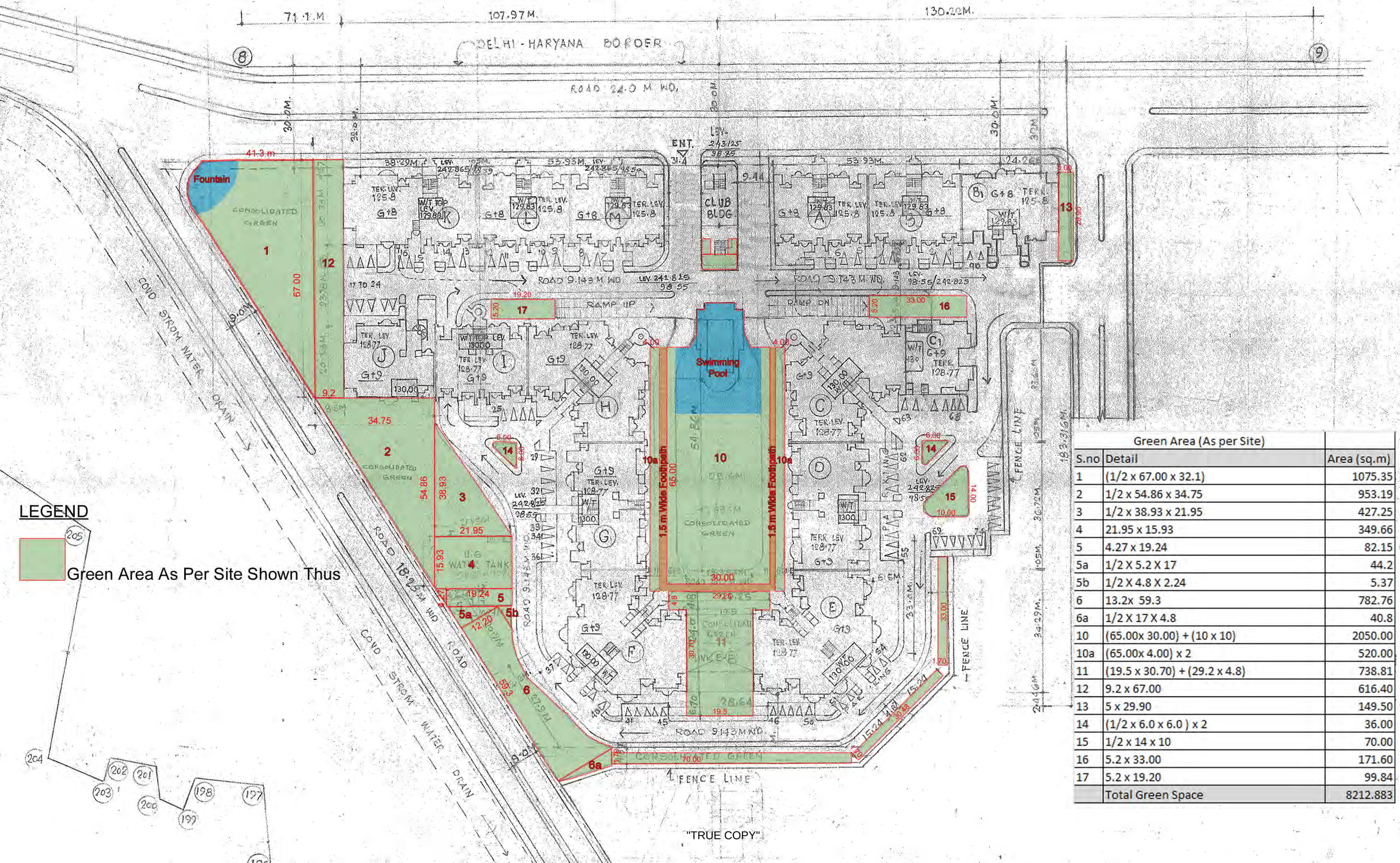
Needless to say that the said observations shall not affect the merits of the case.

Announced in open Court :
Dated : 10.09.2013

(Deepti)
Civil Judge, Jr. Divn.
Gurgaon.

Note : This order contains 26 pages, all the pages duly checked and signed by me.

Civil Judge, Jr. Divn.
GGN 10.9.2014



Green Area (As per Site)		
S.no	Detail	Area (sq.m)
1	(1/2 x 67.00 x 32.1)	1075.35
2	1/2 x 54.86 x 34.75	953.19
3	1/2 x 38.93 x 21.95	427.25
4	21.95 x 15.93	349.66
5	4.27 x 19.24	82.15
5a	1/2 X 5.2 X 17	44.2
5b	1/2 X 4.8 X 2.24	5.37
6	13.2x 59.3	782.76
6a	1/2 X 17 X 4.8	40.8
10	(65.00x 30.00) + (10 x 10)	2050.00
10a	(65.00x 4.00) x 2	520.00
11	(19.5 x 30.70) + (29.2 x 4.8)	738.81
12	9.2 x 67.00	616.40
13	5 x 29.90	149.50
14	(1/2 x 6.0 x 6.0) x 2	36.00
15	1/2 x 14 x 10	70.00
16	5.2 x 33.00	171.60
17	5.2 x 19.20	99.84
	Total Green Space	8212.883

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Ambience Developers & Infrastructure Pvt. Ltd.

AMBIENCE
the new standard

Date: 06.10.2020

To,

Sh. N.K. Gupta
Additional Director
UPC-I,
CPCB, East Arjun Nagar,
Shahdara,
Delhi-110032.

Subject: **Request for personal hearing before the Joint Inspection Committee, constituted by Hon'ble NGT in O.A. No. 238 of 2015 titled as Anil Uppal and Others V/s Union of India and Others vide order dated 11.02.2020.**

Respected Sir,

With reference to subject cited above, it is humbly submitted that the members of Joint Inspection Committee constituted by Hon'ble NGT in O.A. No. 238 of 2015 titled as Anil Uppal and Others V/s Union of India and Others were kind enough to visit the site on 21.09.2020 for inspection and ascertaining the factual position for the purpose of preparing and submission of the requisite report to the Hon'ble NGT as per the directions. As per direction of members of Joint Inspection Committee we have submitted a detailed representation alongwith supporting documents vide our letter dated 29.09.2020 on official email id of CPCB 'upc1.cpcb@gov.in' on dated 29.09.2020, hard copy of the same is enclosed herewith for your ready reference.

It is humbly request that an opportunity of hearing may please been given to the authorized representative of our company to explain the facts and details in this matter.

Thanking you,

Yours faithfully,
for **Ambience Developers & Infrastructure Pvt. Ltd.**

Authorised Signatory

Encls: As above

केन्द्रीय प्रदूषण नियंत्रण बोर्ड
परिवेश भवन, पूर्वी अर्जुन नगर, दिल्ली-32
06 OCT 2020
Central Pollution Control Board
esh Bhavan, East Arjun Nagar, Delhi-32

Regd. Office : L-4, Green Park Extension, New Delhi-110016. India
Tel: +91 11 2619 6284, 2619 1394, 2619 1403, 2619 5042, 2619 4021; Fax: +91 11 2616 4757
E-mail:ambience@ambiencegroup.in Website: www.ambiencegroup.in
CIN - U74899DL1991PTC046129

ANNEXURE O-14

ANNEXURE-R/4

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

No. SEIAA/HR/2010 702 Dated: 1-9-10

To

M/S Ambience Developers & Infrastructure Pvt. Ltd.
L-4, Green Park Extension,
New Delhi.110016

Subject: Environmental Clearance for proposed corporate office Tower (Commercial) village- Nathupur, Ambience Island, NH-8, Gurgaon.

Dear Sir,

This has reference to your Application No: Nil dated 23.04.2010 received in the office of MS, SEIAA on 23.04.2010 and subsequent letters dated 07.05.2010 & 05.06.2010 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 and the additional clarifications furnished in response to the observations of the State Expert Appraisal Committee (SEAC) constituted by MOEF, GOI vide their Notification 21.4.2008, in its meeting held on 10.06.2010 awarded "Gold" grading to the project.

[2] It is interalia, noted that the project involves the construction for proposed corporate office Tower (Commercial) village- Nathupur, Ambience Island, NH-8, Gurgaon, Haryana, on a plot area of 23500 sqmt. The Total proposed built-up area for the proposed project will be 72290 sqmt. The proposed building will comprise of 4 Basements and 1 stilt for parking. The height of the building will be 29 meters and NOC from Airport Authority is awaited. The total

fresh water requirement will be 49 KLD which will be met from HUDA. The quantity of waste water generated from the project activity will be about 79 KLD which will be treated in the existing STP by primary, secondary and tertiary treatment. The capacity of existing STP is 1500 KLD. The entire treated water will be recycled back and utilized for horticulture, cooling of DG; flushing etc leading to zero discharge. Total solid waste generation will be 674 kg per day which will be disposed off as per Solid Waste Management & Handling Rules. The project proponent has proposed to use bio-degradable waste for composting within the project area. The power requirement is 4350 KVA which will be supplied by DHBVN. The total parking spaces proposed are for 1276 ECS. Total cost of the project is Rs. 108 crores.

[3] 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 hereby accords necessary environmental clearance for the project under Category 8(a) of EIA Notification 2006 subject to the strict compliance with the specific and general conditions mentioned below:-

PART A-

SPECIFIC CONDITIONS:-

Construction Phase:-

[i] A first aid room as proposed in the project report will be provided in both during construction and operation phase of the project.

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[ii] 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.

[iii] All the topsoil excavated during construction activities should be stored for use in horticulture/landscape development within the project site.

[iv] Disposal of muck during construction phase should not create any adverse effect on the neighboring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.

[v] 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.

[vi] 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.

[vii] 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.

[viii] Ambient noise levels should conform to the commercial 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 standards.

[ix] Fly ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September 1999 and amended as on 27th August 2003.

[x] Ready mixed concrete must be used in building construction.

[xi] Storm water control and its re-use as per CGWB and BIS standards for various applications should be ensured.

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[xii] Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.

[xiii] Permission from Competent Authority for supply of water shall be obtained prior to operation of the project.

[xiv] Roof should meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material to fulfill requirement.

[xv] 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.

[xvi] The approval of the competent authority shall be obtained for structural safety of the building due to 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.

[xvii] The project proponent will use water for construction phase through tankers.

[xviii] The project proponent will construct rain water harvesting pits @ 1 pit per acre.

[ixx] The PP will start construction only after getting permission of the Airport Authority.

Operation Phase:

[i] The STP shall be installed for the treatment of the sewage generated to the prescribed standards including odour and treated effluent will be recycled to achieve zero exit discharge. The STP should be installed at the remotest place in the project area.

[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 up-to 10 ppm and the recycled water will be used for flushing, gardening and DG set cooling and running of fountain in the water body.

[iii] For disinfections of the treated wastewater ultra violate radiation or ozonization should be used.

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[iv] The solid waste generated should be properly collected and segregated. Bio-degradable waste will 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 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 Commercial Complex.

[vii] The project proponent should maintain at least 20% 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 open spaces inside the plot should be preferably landscaped and covered with vegetation/grass.

[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 run-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 should be kept at least 5 mts. above the highest ground water table.

[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 submit 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 adopted 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 will use the water from the already existing tube wells for domestic purposes only after getting permission from CGWA or will use water supply from HUDA, which ever is earlier during operation phase.

[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 points from the roads adjoining the proposed project site. Parking should be fully internalized and no public space should be used.

PART-B. GENERAL CONDITIONS:

[i] The environmental safeguards contained in the EIA/EMP Report should be implemented in letter and spirit.

[ii] Six monthly compliance reports should be submitted to the HSPCB and Regional Office of MOEF, GOI, Northern Region, Chandigarh and a copy to the SEIAA Haryana, Panchkula.

[iii] 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 had been given for getting approval of this project.

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[iv] 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, 1972, PLPA, 1900, Forest Act, 1927 etc. shall be obtained, as applicable, by project proponent from the respective authorities prior to construction of the project.

[v] The Project proponent will not violate any judicial orders/pronouncements issued by the Hon'ble Supreme Court/High Courts.

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

Endst. No. SEIAA/HR/2010 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.

ANNEXURE O-15

BR-III
(See Rule 44)

DIRECTORATE OF TOWN & COUNTRY PLANNING, HARYANA
SECTOR-18, CHANDIGARH.
Tele-Fax: 0172-2548475; Tel.: 0172-2549851, E-mail: tcphry@gmail.com
Website www.tcpharyana.gov.in

Memo No:- ZP-318/JD(BS)/2010/ 10894 Date:- 01-09-2010

To

M/s Ambience Developers & Infrastructure Pvt. Ltd.
L-4, Green Park Extension,
New Delhi-110016.

Subject:- Approval of building plans of Commercial Building on Commercial Plot No. 3 being a part of integrated colony namely 'Ambience Island' on NH-8, Gurgaon being developed by M/s Ambience Developers & Infrastructure Pvt. Ltd.

Reference your application received in this office dated 09.06.2010 for permission to erect the Buildings in Commercial Building on Commercial Plot No. 3 being a part of integrated colony namely 'Ambience Island' on NH-8, Gurgaon in accordance with the plans submitted with it.

Permission is hereby granted for the aforesaid construction subject to the provisions of the Punjab Scheduled Roads & Controlled Areas Restriction of Unregulated Development Act, 1963, its rules and the zoning plan framed thereunder alongwith special reference to the following conditions: -

1. The plans are valid for a period of 2 years of the buildings less than 15.00 meters in height and 5 years for the multistoried buildings from the date of issuance of sanction, subject to validity of licenses granted for this scheme.
2. The structural responsibility of the construction shall be entirely of the owner/supervising architect/ Engineer of the scheme.

Further that:-

(a) A certificate from a recognized Structural Engineer shall be submitted to the department within 60 days of issuance of this letter that the structural design of the building is designed as per the provisions of NBC and relevant I.S. Code for all seismic load, all dead and live loads, wind pressure and structure safety from earth quake of the intensity expected under zone-IV.

(b) All material to be used for erection of building shall conform to I.S.I. and N.B.C. standards.

(c) No walls/ceiling shall be constructed of easily inflammable material and stair cases shall be built of the fire resisting material as per standard specification.

(d) The roof slab of the basement external to the buildings if any shall be designed/ constructed to take the load of fire tender up to 45 tones.

3. FIRE SAFETY:

The colonizer firm and the Supervising Architect of the project shall be entirely responsible for making provisions of fire safety and fire fighting measures and shall abide by all fire safety bye laws.

Further, the colonizer firm shall also prepare and submit the plans in triplicate to Commissioner, Municipal Corporation, Gurgaon, clearly marked and indicating the complete fire protection arrangements and means of escape/ access for the proposed building with suitable legend and standard signs.

On receipt of the above request the Commissioner, Municipal Corporation, Gurgaon after satisfying himself that the entire fire protection measures proposed for the above buildings are as per NBC and other Fire Safety Bye Laws and would issue a NOC from Fire Safety and means of escape/access point of view. This

clearance/ NOC from Fire Authority shall be submitted in this office alongwith a set of plans duly signed by the Commissioner, Municipal Corporation, Gurgaon within a period of 90 days from the date of issuance of sanction of building plans. Further, it is also made clear that no permission for occupancy of the building shall be issued by Commissioner, Municipal Corporation, Gurgaon unless he is satisfied that adequate fire fighting measures have been installed by you and suitable external fire fighting infrastructure has been created at Gurgaon, by Municipal Corporation, Gurgaon. A clearance to this effect shall be obtained from the Commissioner, Municipal Corporation, Gurgaon before grant of occupation certificate by the Director.

4. No addition and alteration in the building plans/ layout plan shall be made without the prior approval of DTCP. Further only figured dimensions shall be followed and in case of any variation in the plans, prior approval of DTCP shall be pre-requisite.
5. That you shall furnish the service plan/ estimate of this scheme in accordance with approved building plans within 60 days from the date of issuance of this letter.
6. Based on the actual estimated cost of internal development of the commercial colony you shall furnish additional bank guarantee if required within 60 days of approval of the service plans.
7. The revenue rasta if any passing through the site shall be kept unobstructed.
8. If any infringement of bye-laws remains unnoticed, the department reserves the right to amend the plan as and when any such infringement comes to its notice after giving an opportunity of being heard and the department shall stand indemnified against any claim on this account.
9. The layout showing the electric installation shall have to be got approved from the Electrical Inspector, Haryana before execution of work at site.
10. No person shall occupy or allow any other person to occupy any new building or part of the same for any purpose what so ever until such building or part thereof has been certified by the Director or any person authorized by him in this behalf as having been completed in accordance with the permission granted and an occupation certificate in prescribed form has been duly issued in your favor.
11. Before grant of occupation certificate, you shall have to submit a notice of completion of the building in form BR-IV alongwith BR-V regarding completion of works described in the plans and it shall be accompanied by:

(i) Structural stability certificate duly signed by the recognized Structural Engineer.

(ii) A clearance from Fire Safety point of view from the Commissioner, Municipal Corporation, Gurgaon.

12. The basement shall be used for parking and services as prescribed in the approved zoning plan and building plans. Not more than 25% of the parking space within the shopping/commercial complex shall be allotted and this allotment shall be made only to the persons to whom shops/commercial space have been allotted. No parking space shall be allotted, leased out, sold or transferred in any manner to any third party. The parking lots shall form part of common areas along with other common uses, in the declaration to be filed under Apartment Ownership Act, 1983.

13. WATER SUPPLY

(i) The down take system shall be provided by you by providing clear water storage tank of not less than half day storage of water for domestic usage on the top of the building block. The capacity of the tanks as shown on the plan and down take system thereof are as under:-

S. No.	Name of Building Block	Capacity of tank for Domestic uses	Up pipe in mm	Down pipe in mm
1.	Office Building (dom)	1x56,000	65mm	80/65/50/40/32/25/20 mm

2.	Flushing Tank	1x40,000	40mm	50/40/32/25/20 mm
3.	U.G.T. (Domestic)	2,00,000		

(ii) Inlet pipes from down take to toilet shall be 25/20/15 mm dia as shown on the plans and connection to each individual fixture shall be 15mm dia.

(iii) The adequate booster pumps to boost the water in the water tanks with 100% standby arrangement shall also be provided by you. It is made clear that you shall be sole responsible for boosting arrangement all the time.

(iv) The alternative arrangement of power supply, such as Generator Set etc. of suitable capacity shall also be provided by you during failure of electricity.

14. SEWERAGE:

(i) All external sewerage lines should not be less than 200 mm. Dia SW Pipes.

(ii) All soil pipe connection W.C. to soil stack/ manhole shall be 100 mm dia as shown on the plans.

(iii) Waste water pipes connecting F.T. to G.T. and F.T. to waste water stack shall be 100 mm/75 mm dia as shown on the plans.

(iv) Waste water stack shall be 100mm/ 75mm dia pipes as shown on the plans and soil stack shall be 100mm dia.

(v) All F.T. shall be 75mm dia.

(vi) All W.C. shall be provided with high/low level flushing cistern. The capacity of flushing cistern shall be of 8 liters.

(vii) All pipes from waste water stack to IC and IC to Manhole shall be of 100 mm dia pipe as shown on the plans.

(viii) You shall provide suitable approach/ ventilation arrangement by providing inspection window/ duct etc. for repairing of piping system.

(ix) The invert level of main sewer be checked by you prior to taking of connection/construction work.

15. Storm Water Drainage

(i) You have provided four level basements for parking/ services only. For draining out the wash water/rain water accumulated in the lower basement shall be collected through covered channel of 300 mm wide to the sumps at different places and from where the pumping has been proposed by you by providing pumps of 750 LPM capacity at 20.00 metres head. Thus, it is made clear to you that you shall be sole responsible for pumping out of rain water/ wash water etc. all the time and 100% standby pumps alternative power supply arrangement shall also be provided by you in case of failure of electricity/ breakdown.

(ii) All external storm water drainage shall be provided so as to disposal of rain water into the external system of the Town. You shall ensure invert level of Master Storm Water Drainage prior to taking up the work.

(iii) All rain water stacks pipes shall be 100/150/200 mm dia pipes as shown on the plans.

(iv) It is made clear to you that roof top rain harvesting system shall be provided by you as per norms and shall be kept operational all the time.

16. GENERAL:-

(i) That you shall not construct the building beyond 30.00 metres from the level of NH-8.

"TRUE COPY"

(ii) Alternative source of electricity shall be provided by you for functioning of water supply, sewerage and storm water drainage scheme by providing Gen. set of required capacity.

(iii) All pipes, fixtures, fitting, pumps, Gen. set Motor etc. shall be conforming to relevant IS specification and ISI marked.

(iv) That the rain water harvesting system shall be provided as per Central Ground Water Authority norms/Haryana Govt. notification as applicable.

(v) That the provision of solar water heating system shall be as per norms specified by HAREDA and shall be made operational in the each building (where hot water is required) block before applying for an occupation certificate.

(vi) That the colonlser/owner shall use only Compact Fluorescent Lamps fitting for internal lighting as well as Campus lighting.

(vii) That the colonlser/owner shall convey the ultimate power load requirement of the project to the concerned power utility to enable the provision of site for transformers/ switching stations/ electric sub-station as per the norms prescribed by the power utility in the project site within 2 months from the issuance of sanction of building plan.

(viii) That you shall submit the soft copy of the approved building plans of this scheme within one week to this office from the issuance of this letter.

(ix) You shall obtain the clearance/NOC as per the provisions of the Notification No. S.O. 1533 (E) Dated 14.9.2006 issued by Ministry of Environment and Forest, Government of India before starting the construction/execution of development works at site.

(x) That you shall deposit the labour cess within 30 days from the issuance of this letter and in future, time to time as per construction of work done at site.

(xi) That you shall provide the substation site, if required as per power load requirement assessed by HVPNL in your Commercial Colony.

This sanction will be void abnitio, if any of the conditions mentioned above are not complied with.

DA/One set of Building Plans

(Hitesh Sharma)
District Town Planner (HQ),
Member Secretary,
For: Chief Town Planner, Haryana-cum-Chairman,
Building Plan Approval Committee.

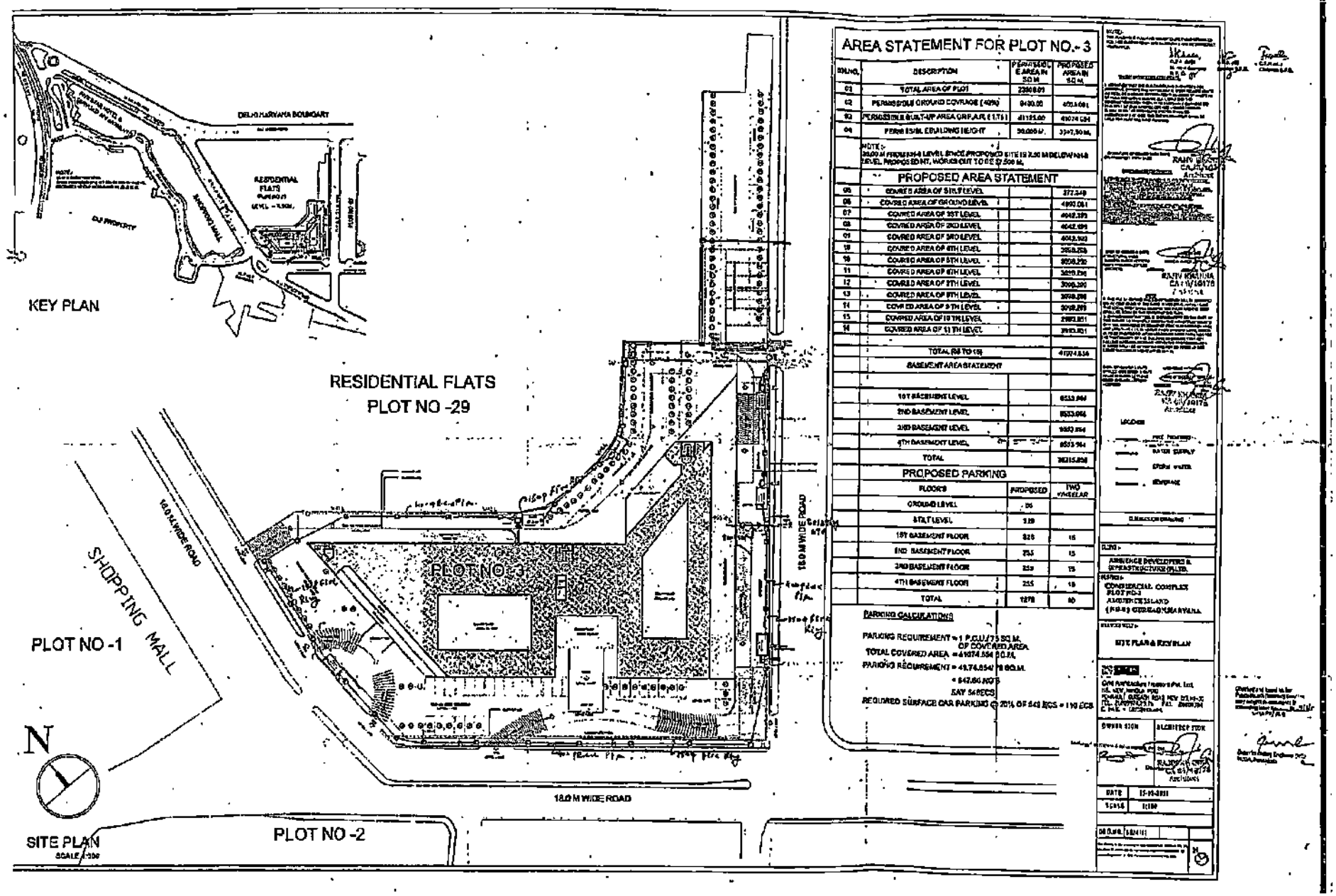
Endst. No:- 318/JD(DS)/2010/_____ Date:-_____

A copy is forwarded to the following for information:-

1. Commissioner, Municipal Corporation, Gurgaon.
2. Senior Town Planner, Gurgaon alongwith one set of building plans.
3. Superintending Engineer (HQ) HUDA, Panchkula.
4. Distt. Town Planner, Gurgaon.
5. Distt. Town Planner (Enf.) Gurgaon.

Encl: as above

(Hitesh Sharma)
District Town Planner (HQ),
Member Secretary,
For: Chief Town Planner, Haryana-cum-Chairman,
Building Plan Approval Committee.


KEY PLAN
RESIDENTIAL FLATS
PLOT NO -29
PLOT NO -1
SHOPPING MALL
PLOT NO -2
18.0 M WIDE ROAD
SITE PLAN
N
AREA STATEMENT FOR PLOT NO.- 3
PROPOSED AREA STATEMENT
BASEMENT AREA STATEMENT
PROPOSED PARKING
PARKING CALCULATIONS

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ANNEXURE O-16

FORM BR-VI
[See Rule-47 (1)]

From

The Director
Town and Country Planning,
Haryana, Chandigarh.

To

M/S H.L.F. Enterprises Pvt. Ltd .
L-4 Green Park Extension,
New Delhi. 110016

Memo No. 16708 Dated:- 31-12-2001

Whereas M/s H.L.F. Enterprises Pvt.Ltd. has applied for the issue of an occupation certificate in respect of the buildings described below, I hereby grant permission for the occupation of the buildings subject to the following conditions: -

i) That to keep trained staff in three shifts and the fire protection system tested during the inspection by Fire Station Officer Gurgaon, the same shall always be available in good working condition and the NOC shall be kept renewed. You shall be held responsible if any lapse is found in the fire protection system at the time of outbreak of fire and action will be taken as per rules.

ii) That you will be fully responsible to meet the demand and requirement of water as per norms and all allied services till such time the water is made available by HUDA. In case additional tube wells are required, you shall provide the same with the prior approval of the Department.

iii) That the services will be laid up to the alignment of proposed external arrangements by you at your own cost. In case pumping is required the same shall also be done by you at your cost with the prior approval of competent authority.

V) That you will be fully responsible for integrating the internal services laid in the various pockets with the existing system of your colony.

VI) That you shall submit the site plan showing the provision of organised green as per norms, to this office within one month from the issuance of this letter.

VII) That in case some additional structures are required to be constructed as decided by HUDA at later stage, the same will be binding upon you at your own cost.

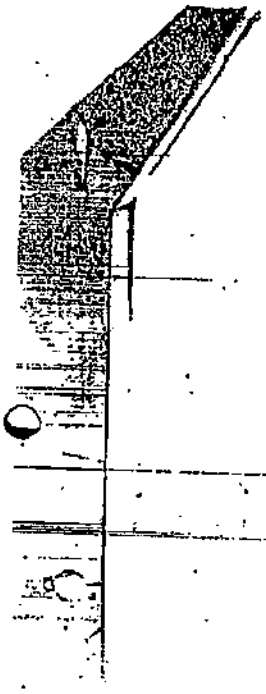
VIII) The basements will be used only for parking and services as per provision of approved zoning plan.

IX) The stilt area for parking shall be used only for parking.

DESCRIPTION OF BUILDING

City: Gurgaon Street Building Blocks A,B,C,D,E,F,G,H,I,J,K,L,M, Basements and Club in Group Housing Scheme measuring 10.98 acres namely Lagoon at Ambience Island on National Highway-8 , Gurgaon.

Director,
Town and Country Planning,
Haryana, Chandigarh.



Endst No. Dated

A copy is forwarded to the Chief Engineer, HUDA Panchkula, with reference to his letter No 9790 dated 26.11.2001 for information and necessary action.

District Town Planner(HQ)DS
For Director Town and Country Planning,
Haryana, Chandigarh.

Endst. No Dated

A copy is forwarded to the Superintending Engineer (HQ),Haryana Urban Dev. Authority, Panchkula with refer to his letter No167 dated 19.11.2001 for information and necessary action.

District Town Planner(HQ)DS
For Director Town and Country Planning,
Haryana, Chandigarh.

Endst.No. Dated

A copy is forwarded to the Senior Town Planner, Gurgaon with reference to his memo No4803 dated 18.12.2001 for information and necessary action.

District Town Planner (HQ)DS
For Director Town and Country Planning,
Haryana, Chandigarh.

Endst.No. Dated

A copy is forwarded to the District Town Planner, Gurgaon with reference to his letter Endst. No.3475 dated 11.12.2001 for information and necessary action.

District Town Planner (HQ)DS
For Director Town and Country Planning,
Haryana, Chandigarh.

Endst.No. Dated

A copy is forwarded to the Fire Station Officer, Gurgaon with reference to his letter No.FS-29/1224 dated 4.10.2001 vide which no objection certificate for occupation of the above-referred buildings have been granted. It is requested to ensure compliance of the conditions imposed by your letter under reference. Further in case of any lapse by the owner, necessary action as per rules should be ensured. In addition to the above, you are requested to ensure that adequate fire fighting infrastructure is created at Gurgaon for the high-rise buildings and the Fire Officer, Gurgaon will be personally responsible for any lapse/violation, as HUDA has released the necessary funds.

District Town Planner (HQ)DS,
For Director Town and Country Planning,

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[See Rule-47 (1)]

ANNEXURE O-17

From

The Director,
Town and Country Planning,
Haryana, Chandigarh.

To

M/s Ambience Infrastructure Pvt. Ltd.,
L-4, Green Park Extension,
New Delhi – 110 016

Memo No. 2177 Dated. 2-3-05

Whereas M/s Ambience Infrastructure Pvt. Ltd. has applied for the issue of an occupation certificate in respect of the buildings described below, I hereby grant permission for the occupation of the buildings after charging the composition charges amounting to Rs. 8,80,964/- (Rupees Eight lacs Eighty Thousand Nine Hundred and Sixty Four only) for the variations vis-à-vis approved building plans subject to the following conditions: -

1. The buildings shall be used for the purposes for which the occupation certificate is being granted.
2. That you shall abide by the provisions of Apartment Ownership Act, 1983 and Rules framed thereunder.
3. That you shall comply with all the conditions laid down in the memo no. 265 dated 16.2.2005 of the Executive Officer Municipal Council, Gurgaon with regard to fire safety measures.
4. That you shall be fully responsible to meet the demand and requirement of water as per norms and all allied services till such time these are made available by HUDA. In case additional tube wells are required the same shall be provided by you.
5. That you shall be sole responsible for disposal of sewerage and storm water of your colony till such time these services are made available by HUDA/State Government as per their scheme.
6. That the services will be laid by you up to the alignment of proposed external services of town for connection and disposal arrangement. All the link connection with HUDA system will be done by you by gravity at your own cost with the prior approval of the competent authority. In case pumping is required the same will be done by you.
7. That in case some additional structures are required to be constructed as decided by HUDA at later stage, the same will be binding upon you.
8. That you shall maintain roof top rain water harvesting system properly and kept operational all the time.
9. The basements and stilt shall be used as per provisions of approved zoning plan and building plans.
10. You shall construct the EWS units to commensurate with the development of the colony.

DESCRIPTION OF BUILDING

City: Gurgaon

Residential Building Block B-1 and C-1 in Lagoon Residential Apartment Complex being part of integrated township "Ambience Island" in Special Zone of Gurgaon.

Director,

"TRUE COPY"

Endst. No. Dated:

A Copy is forwarded to the following for information and necessary action.

1. *Superintending Engineer (HQ), HUDA, Panchkula with refer to his letter No. 19* dated 31.1.2005.
2. Senior Town Planner, Gurgaon with reference to his memo. No.970 dated 25.2.2005.
3. District Town Planner, Gurgaon with reference to his letter Endst. No.619 dated 23.2.2005.
4. Executive Officer, M.C., Gurgaon with reference to his office memo. No. 265 dated 16.2.2005 vide which no objection certificate for occupation of the above-referred buildings have been granted. It is requested to ensure compliance of the conditions imposed by your letter under reference. Further in case of any lapse by the owner, necessary action as per rules should be ensured. In addition to the above, *you are requested* to ensure that adequate fire fighting infrastructure is created at Gurgaon for the high-rise buildings and the Fire Officer, Gurgaon will be personally responsible for any lapse/violation, as HUDA has released the necessary funds.

District Town Planner (HQ) JS
For Director Town and Country Planning,
Haryana, Chandigarh.

ANNEXURE O-18

ANNEXURE X-6

(18)

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FORM BR-VI

[See Rule-47 (1)]

DIRECTORATE OF TOWN & COUNTRY PLANNING, HARYANA

SCO-71-75, SECTOR-17-C, CHANDIGARH.

Tele-Fax: 0172-2548475; Tel.: 0172-2549851, E-mail: tcphry@gmail.com

Website www.tcpharyana.gov.in

Memo No. ZP-63-VOL-II-A/SD(BS)/2015/ 11365 Dated:- 29/6/15

To

Ambience Developers & Infrastructure Pvt. Ltd and others.
L-4, Green Park,
New Delhi-110016.

Where as Ambience Developers & Infrastructure Pvt. Ltd and others have applied for the issue of an occupation certificate in respect of the buildings described below, I hereby grant permission for the occupation of the building, after charging the composition charges amounting to ₹ 4,41,92,305/- for the variations vis-à-vis approved building plans subject to the following conditions:-

1. The building shall be used for the purposes for which the occupation certificate is being granted and in accordance with the uses defined in the approved Zoning Regulations/Zoning Plan and terms and conditions of the licence. Any violations of this condition shall render this occupation certificate null and void.
2. That you shall abide by the provisions of Haryana Apartment Ownership Act, 1983 and Rules framed thereunder. All the commercial spaces for which occupation certificate is being granted shall have to be compulsorily registered and a deed of apartment will have to be filed by you within the time schedule as prescribed under the Haryana Apartment Ownership Act, 1983. Failure to do so shall invite legal proceedings under the statute.
3. That you shall comply with all the conditions laid down in the memo no. DFS/FA/2015/186/38295 dated 22.05.2015 of Director, Haryana Fire Service, Haryana, Panchkula.
4. That you shall be fully responsible to supp y of water as per norms till such time the colony is handed over after final completion.
5. That you shall obtain the connection for disposal of sewerage and drainage from HUDA after laying the services to the point of external services on payment of prescribed fee and charges including the cost of such connection. You shall also maintain the internal services to the satisfaction of the Director General till the colony is handed over after granting final completion.
6. That you shall be solely responsible for disposal of sewerage and storm water of your colony till such time these services are made available by HUDA/State Government as per their scheme.
7. That in case some additional structures are required to be constructed as decided by HUDA at later stage, the same will be binding upon you.
8. That you shall maintain roof top rain water harvesting system properly and keep it operational all the time.
9. The basements and stilt shall be used as per provisions of approved zoning plan and building plans.
10. That you shall comply with all the stipulations mentioned in the Environment clearance issued by State Environment Impact Assessment Authority, Haryana Vide No. SEIAA/HR/2010/702 dated 01.09.2010.
11. The day & night marking shall be maintained and operated as per provision of International Civil Aviation Organization (ICAO) standard.
12. That the outer facade of the buildings shall not be used for the purposes of advertisement and placement of hoardings.
13. That you shall neither erect nor allow the erection of any Communication and Transmission Tower on top of the building blocks.
14. That you shall use Compact Fluorescent Lamps (CFL) in the building as well as street lighting.
15. That you shall impose a condition in the allotment/possession letter that the allottee shall use Compact Fluorescent Lamps (CFL) for internal lighting, so as to conserve energy.
16. That you shall apply for Water Supply, Sewage & Electricity connection within 15 days from the date of issuance of Occupation certificate and shall submit the proof of submission thereof to this office.

(19)

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17. That provision of parking shall be made within the area earmarked/ designated for parking in the colony and no vehicle shall be allow to park outside the premises.
18. That the Service Plans/Estimates for electrical infrastructure shall be submitted to the concerned authority within sixty days of this approval.

DESCRIPTION OF BUILDING

City:-Gurgaon

- Occupation certificate for Commercial Building with Basements on Commercial Plot No. 3 part of integrated colony namely 'Ambience Island' on the area measuring 132.069 acres on NH-8 in Special Zone of Gurgaon Manesar Urban Complex as per following details:-

Building Block	Height/Floors	FAR Sanctioned	FAR Achieved
		Area in Sqm.	Area in Sqm.
Commercial Building	37.50 Metres/ Stilt Floor + Ground Floor + First Floor to 11th Floor	41074.65	41862.926
Basement -1		9553.964	8408.731
Basement -2		9553.964	8408.731
Basement -3		9553.964	8408.731

(Arun Kumar Gupta, IAS),
Director General, Town & Country Planning,
Haryana, Chandigarh.

Endst. No. ZP-63-VOL-II-A/SD(BS)/2015/_____Dated:-_____

A copy is forwarded to the following for information and necessary action:-

1. Chief Administrative HUDA Panchkula with reference to his office memo no. 6784 dated 04.06.2015.
2. Superintending Engineer (HQ), HUDA, Panchkula with reference to his office memo no. 291 dated 04.06.2015.
3. Senior Town Planner, Gurgaon with reference to his office memo. No. 117 dated 21.01.2015.
4. District Town Planner, Gurgaon.
5. District Town Planner(E), Gurgaon
6. Director, Haryana Fire Service, Haryana, Panchkula with reference to his office Memo No. DFS/FA/2015/186/36295 dated 22.06.2015 vide which no objection certificate for occupation of the above-referred buildings have been granted. It is requested to ensure compliance of the conditions imposed by your letter under reference. Further in case of any lapse by the owner, necessary action as per rules should be ensured. In addition to the above, you are requested to ensure that adequate fire fighting infrastructure is created at Gurgaon for the high-rise buildings and the Fire Officer, Gurgaon will be personally responsible for any lapse/violation, as HUDA has released the necessary funds.

District Town Planner (HQ),
For Director General, Town and Country Planning,
Haryana, Chandigarh.

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ANNEXURE O-19

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Annexure



हरियाणा HARYANA

F [illegible] 970067

[redacted]

In the Integrated Township, Ambience Island, District Gurgaon, we M/s.Ambience Developers & Infrastructure Private Limited (formlery Ambience Infrastructure Private Limited and earlier HLF Enterprises Private Limited) hereafter referred to as "Grantor", (who is fully empowered and qualified to execute this Deed) do hereby state:-

1. That the Grantor owns the following land situated in the Integrated Township, Ambience Island, District Gurgaon which is freehold and described as follows, namely:-

Area Admeasuring		:	11.83 Acres or 47873.916 Sq.Mts. For FAR Purposes
Surrounded by on	North	:	Rajokri Greens
	on South	:	DLF Phase-III
	on East	:	Grantor's Land
	on West	:	NH-8, Udyog Vihar
City Survey No.		:	Revenue Estate, Village Nathupur Hadbast No.67 Tehsil & District Gurgaon

Ambience Developers & Infrastructure Pvt. Ltd.

Director

Ambience Developers & Infrastructure Pvt. Ltd.
R-4 Greater Kailash

77067

MUNICIPAL STAMP COMPANY

21 MAR 2009

25573

दिनांक 25/03/2009

डीड सबंधी विवरण

APARTMENT

/सब-तहसील गुड़गांवा

नागपुर

धन सबंधी विवरण

स्टाम्प ड्यूटी की राशि 100.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

रुपये

y: S.C. Arora Adv.

लेख आज दिनांक 25/03/2009 दिन बुधवार समय बजे श्री/श्रीमती/कुमारी M/s. Ambience

श्री/श्रीमती/कुमारी निवासी Ambience Island, Nh-8 Gurgaon. द्वारा पंजीकरण हेतु प्रस्तुत किया

उप/सयुंक्त पंजीयन अधिकारी

गुड़गांवा

र प्रस्तुतकर्ता

s. Ambience Developers & Infr. Pvt. Ltd. thru Mohan Singh(OTHER)

ने पंजीकर्ता व श्री/श्रीमती/कुमारी रावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर समझकर स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी S.C. Arora पुत्र/पुत्री/पत्नी श्री Adv. Gurgaon व श्री/श्रीमती/कुमारी Sandeep Dahiya पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी D.P. Dahiya निवासी A-33 Rajpur Delhi, नं: 1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं: 2 को पहचान करता है।

क 25/03/2009

उप/सयुंक्त पंजीयन अधिकारी

गुड़गांवा

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ue Department Haryana

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Revenue Particulars	Khasra Nos.529 South West, 530, 531, 532, 533, 534, 535, 2/2/1
License No.	19/93

The Land details for Apartment Buildings are as follows

[redacted]

Area

The Land on which EWS block will be erected admeasure

Area allocated in Ambience Island for development of EWS with regard to Ambience Lagoon.

II. That the Grantor has constructed on this parcel of land, described in I above, an Apartment Building, known as Lagoon Residential Apartment Complex according to plan attached hereto as Exhibit A, which were approved by the Director, Town and Country Planning, (DTCP), Haryana, and which are made as part thereof as –

a) Municipal index of property number and ward — Not Applicable

b) Postal address of the building — Lagoon Residential Apartment Complex, Ambience Island, NH-8 Gurgaon, Haryana.

III. [redacted]

13.05 Layout Plan

[redacted]

Ambience Developers & Infrastructure Pvt. Ltd.

Director

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Reg. No.	Reg. Year	Book No.
25573	2008-2009	1





पेशकर्ता

गवाह

तां

an Singh

1:- S.C. Arora गवाह 2:- Sandeep Dahiya

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 25,573 आज दिनांक 25/03/2009 को बही नः 1 जिल्द नः 9,753 के नः 140 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नः 832 के सख्या 52 से 53 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इसे दस्तावेज के प्रस्तुतकर्ता और हो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनांक 25/03/2009

उप/संयुक्त पंजीयन अधिकारी
गुड़गांवा

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~~It will have approx. [illegible] Dwelling Units including [illegible] Covered Car Parking at [illegible] level, Swimming Pool, Open Car Parking at ground, Dwelling Units for Economically Weaker Section etc. to be constructed as Lagoon Residential Apartment Complex, a part of the Integrated Township, Ambience Island, being developed on 152.065 Acres of land which was approved on 01.03.05 and space of EWS has been earmarked in the layout plan of the township. Development work is carried out in the common areas have been landscaped with greenery, play areas, driveways, walkways and open spaces etc.~~

The various Apartments of the scheme are all capable of individual utilization on account of having their own exit to common areas and facility of the building/property scheme; and the apartment will be sold to one or more owners, *each owner obtaining a particular and exclusive property rights thereto and each apartment constituting a heritable and* transferable immovable property within the meaning of any law for the time being in force in the State (hereinafter be referred to as Independent Unit "I.U.") and also an individual interest in the general and/or restricted common areas and facilities of the building/property scheme, as listed hereinafter the declaration deed, necessary for their adequate use and enjoyment, and referred to as.

III a) General facilities, for all apartments, Covered Car Parking and Open Parking of the scheme;

i)	Underground Domestic & Fire Water tanks, and pump rooms.	
ii)	Fire Fighting Equipments & System.	(Located in
iii)	Electrical Panels/Boards	(Basement under
iv)	Fresh Air Fans & Ventilators	(Dwelling
v)	Bore Wells	(Units or elsewhere

It is made clear that the D.G. Room, Electric Sub-Station, Club Building and External Roads are specifically excluded from the scope of Common areas in this Declaration and that any Apartment in Lagoon Residential Apartment Complex shall not have any right, title or interest in the same.

Ambience Developers & Infrastructure Pvt. Ltd.

Director

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III b) 1. Common facilities for independent unit of individual block A, B, B1, C, C1, D, E, F, G, H, I, J, K, L and M in Lagoon Residential Apartment Complex

i) Earmarked Lawns & Play areas including lighting & services etc.

ii) Internal link Roads & Driveways including lighting & services etc.

iii) Maintenance/Service rooms.

iv) Open car parking for visitors;

The right, title and interest of independent unit of individual block A, B, B1, C, C1, D, E, F, G, H, I, J, K, L and M and their proportionate share in the profit and common expenses in the above common areas and facilities based on proportionate value of each individual block to the total value all the fifteen blocks shall be as follows:

Building Block A	5.113%
Building Block B	4.998%
Building Block B1	12.607%
Building Block C	8.030%
Building Block C1	3.581%
Building Block D	7.407%
Building Block E	8.547%
Building Block F	8.651%
Building Block G	6.752%
Building Block H	8.128%
Building Block I	4.411%
Building Block J	5.767%
Building Block K	6.722%
Building Block L	4.386%
Building Block M	4.900%
Total	100%

Ambience Developers & Infrastructure Pvt. Ltd.

Director

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III b) 2. Common facilities for independent unit of individual block A, B, B1, C, C1, D, E, F, G, H, I, J, K, L and M in Lagoon Residential Apartment Complex

i) Entrance lobby at ground floor.

ii) Staircases.

iii) 31 lifts in the Apartment Complex.

iv) Lift Lobby including lighting and fire fighting equipments thereof.

v) Lift Machine Room.

vi) Overhead Water tanks.

vii) Plumbing / Fire Shafts.

viii) Fire Detection/Control Room.

ix) Service/Maintenance area of building.

x) Electrical and L.V. shafts with provision for meters.

xi) Electrical panel for building in Basement/ on Ground Floor.

xii) Lighting in Lobbies, Staircases and corridors.

xiii) Central Mail Delivery.

xiv) Lighting / services of car parking area in Basement/ on Ground Floor.

xv) Ramps, driveways, stairscases, passages.

xvi) EPABX room with intercom.

xvii) External Fire Hydrants around buildings.

xviii) Lighting protection and aviation caution light provided on all buildings.

[illegible] Maintenance & Infrastructure Pvt. Ltd.

Director.

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III b) 3. Restricted common facilities for I.U.'s on same floor of individual all the blocks above in accordance with Haryana Apartment Ownership Act, 1983.

i) Lift Lobby, passages/ corridors.

ii) Fire Hydrants with hose reel and Cabinet.

iii) Portable Fire Extinguishers.

IV. That the aforesaid buildings has a total building area of 86733.29 square metres on all floors, of which 68293.93 square metres will constitute the independent units and remaining 18439.36 square meters will constitute the general and/or restricted common areas and facilities.

V. That this condominium shall be known as "Lagoon Residential Apartment Complex" and that the independent units and common areas/facilities of the building/scheme shall be as follows and as shown in the drawing as Exhibit B.

Ambience Developers & Infrastructure Pvt. Ltd.

Director

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S. No.	BLOCK INDEX	FLOOR	TYPE OF I.U.'s	DESCRIPTION OF I.U.'s	BUILT UP AREA OF I.U.'s	NO.OF SUCH I.U's	NO. OF SUCH BLOCK	
170		FIFTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	6800	1 X 1 = 1	ONE	1
171		SIXTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	6800	1 X 1 = 1	ONE	1
172		SEVENTH	5 BED ROOM	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	6800	1 X 1 = 1	ONE	1
173		EIGHTH	PENTHOUSE	Living - cum - Dining Room, 5 Bed Rooms, 6 Toilets, Kitchen, Balcony & Servant Room	10500	1 X 1 = 1	ONE	1
								9
				GRAND TOTAL				345

The said independent units shall be systematically numbered indicating the block, floor and apartment number.

The area of I.U.'s include all outer walls and one half of common walls.

V (2) Common Areas and Facilities –In the parcel of land described in para I, of this deed, consists of common approach roads, car parking, landscape and parks, community centres, lounges, corridors, staircases, lifts and common services and equipments, etc. as detailed below:-

a) General facilities, for all apartments, Covered Car Parking and Open Parking of the scheme;

i) Underground Domestic & Fire Water tanks, and pump rooms.
ii) Fire Fighting Equipments & System. (Located in
iii) Electrical Panels/Boards (Basement under
iv) Fresh Air Fans & Ventilators (Dwelling
v) Bore Wells (Units or elsewhere

It is made clear that the D.G. Room, Electric Sub-Station, Club Building and External Roads are specifically excluded from the scope of Common areas in this Declaration and that any Apartment in Lagoon Residential Apartment Complex shall not have any right, title or interest in the same.

Ambience Developers & Infrastructure Pvt. Ltd.

Director

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V (2) (b)1. Common facilities for independent unit of individual block A, B, B1, C, C1, D, E, F, G, H, I, J, K, L and M in Lagoon Residential Apartment Complex

i) Earmarked Lawns & Play areas including lighting & services etc.

ii) Internal link Roads & Driveways including lighting & services etc.

iii) Maintenance/Service rooms.

iv) Open car parking for visitors;

The right, title and interest of independent unit of individual block A, B, B1, C, C1, D, E, F, G, H, I, J, K, L and M and their proportionate share in the profit and common expenses in the above common areas and facilities based on proportionate value of each individual block to the total value all the fifteen blocks shall be as follows:

Building Block A	5.113%
Building Block B	4.998%
Building Block B1	12.607%
Building Block C	8.030%
Building Block C1	3.581%
Building Block D	7.407%
Building Block E	8.547%
Building Block F	8.651%
Building Block G	6.752%
Building Block H	8.128%
Building Block I	4.411%
Building Block J	5.767%
Building Block K	6.722%
Building Block L	4.386%
Building Block M	4.900%
Total	100 %

Ambience Developers & Infrastructure Pvt. Ltd.

Director

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V (2).(b) 2. Common facilities for independent unit of individual block A, B, B1, C, C1, D, E, F, G, H, I, J, K, L and M in Lagoon Residential Apartment Complex

i) Entrance lobby at ground floor.

ii) Staircases.

iii) 31 Lifts in the Apartment Complex.

iv) Lift Lobby including lighting and fire fighting equipments thereof.

v) Lift Machine Room.

vi) Overhead Water tanks.

vii) Plumbing / Fire Shafts.

viii) Fire Detection/Control Room.

ix) Service/Maintenance area of building.

x) Electrical and L.V. shafts with provision for meters.

xi) Electrical panel for building in Basement/ on Ground Floor.

xii) Lighting in Lobbies, Staircases and corridors.

xiii) Central Mail Delivery.

xiv) Lighting / services of car parking area in Basement/ on Ground Floor.

xv) Ramps, driveways, stairscases, passages.

xvi) EPABX room with intercom.

xvii) External Fire Hydrants around buildings.

xviii) Lighting protection and aviation caution light provided on all buildings.

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Director

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V (2) (c) 1. Restricted common facilities for I.U.'s on same floor of individual all the blocks above in accordance with Haryana Apartment Ownership Act, 1983.

i) Lift Lobby, passages/ corridors.

ii) Fire Hydrants with hose reel and Cabinet.

iii) Portable Fire Extinguishers.

VI. (a) That the right, title and interest of each owner of a independent unit in general common areas and facilities listed in para V(2)(A) and their proportionate share in the profit and common expenses in the said general common areas and facilities as well as the representation for voting purpose in the meeting of the Association of Apartment Owner of the Lagoon Residential Apartment Complex condominium is based on the proportionate value of each I.U. to the total value of all such I.U.'s as follows:-

Total value of all the independent unit in the scheme Rs.185,23,67,276/-

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c) The proportionate representation for voting purpose provided in (a) and (b) hereof may be limited in accordance with the provision of bye-laws attached hereto as Exhibit B.

a) Apartment/apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment/each apartment, are not encumbered in any manner whatsoever on the date of this declaration.

VII. That the administration of Lagoon Residential Apartment Complex Condominium consisting as aforesaid of the building and parcel of land described in paragraphs first and fifth of this deed shall be in accordance with the provisions of this Deed and with the provisions of the bye laws which are made a part of this Deed and are attached hereto as Exhibit B.

VIII. That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Haryana Apartment Ownership Act, 1983, so that the independent units in Lagoon Residential Apartment Complex may be conveyed and registered as individuals properties capable of independent use, on account of each having its own exits to a common areas and facility of the building, each independent unit owner having an exclusive and particular right, title and interest over his respective independent unit and in addition to the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

IX. That for the purpose of stamp duty and registration fees to be imposed on the registration of this deed in the Register of declarations and deed of Apartment under Section 13(5) the value of the Lagoon Residential Apartment Complex condominium is distributed as follows:-

a) Parcel of land described in paragraph first hereof is included in sale value of the independent units/ car parking.

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b) The building described in paragraph second and third thereof is valued at RS.185,23,67,276/= (Rupees One Hundred Eighty Five Crores Twenty Three Lacs Sixty Seven Thousand Two Hundred and Seventy Six Only).

X. That so long as the Grantor owns one or more of the independent units the Grantor shall be subject to the provision of this deed and of the Exhibit A and B attached hereto and the Grantor covenants to take no action which will adversely affect the right of the Association of Apartment owners with respect to assurances against latent defects in the building or other rights assigned to the association by reason of the easement of the Lagoon Residential Apartment Complex condominium.

XI. That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

XII. That the percentage of the undivided interest in the genera and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartments owners expressed in amendment to this deed duly registered;

XIII. That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the independent unit to which it appertains and shall be deemed conveyed or encumbered with the unit even thought such interest is not expressly mentioned or described in the conveyance or other instrument;

XIV. That each apartment owner shall comply with the provisions of this deed, the bye-laws, decisions and resolutions of the association nof apartment owners or its representative, and failure to comply with any such provisions, decision or resolution, shall be grounds for an action to recover sums due for damages, or for injunctive relief;

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Director.

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XV. That the dedication of the property to the plan of apartment ownership herein shall not be revoked, or the property removed from plan of apartment ownership, or any of the provisions herein amended unless all the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation, or amendment or removal of the property from the plan by only registered instruments;

XVI. That no apartment owner of a independent unit may exempt himself form liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restrict common areas and facilities, or by the abandonment of his independent unit;

XVII. All sums assessed by the association but unpaid for the share of the common expenses chargeable to any independent unit shall constitute a charge on such independent unit prior to all other charges except only (1) charge, if any, on the independent unit for payment of Government or Municipal taxes or both and (2) all sums unpaid on a first mortgage of the apartment;

XVIII. That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this deed and that the mere acquisition or rental of any of the independent units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and satisfied. The respective independent units shall not be rented or given on lease and licence or caretaker bases by the apartments owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the independent unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations, the apartment owners of the respective independent units shall have the absolute right to lease such unit or give it on lease or leave and licence or care taker basis is made subject to the covenants and restrictions contained in this declaration and further laws in Exhibit B attached hereto;

Ambience Developers & Infrastructure Pvt. Ltd.

Director

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XIX. That if the property, subject to the plant of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Haryana Apartment Ownership Act, 1983;

XX. That where a independent unit is sold by a mortgage in exercise of his powers of sale under an English mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the owner of such independent unit, then neither the mortgagee nor the purchaser who derives title to be independent unit at such sale of his successors or assigns shall be liable for assessments by the association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the association of apartment owners from filing and claiming charge shall be subordinate to such mortgage;

XXI. That in a voluntary conveyance of a independent unit the grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the association of apartment owners against the letter conveyance without prejudice to the grantee's right to recover from the Grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the association as the case my be, setting forth the amount of the unpaid assessments, against the Grantor due to the association and such grantee shall not be liable for, nor shall the independent unit conveyed be subject to a charge for, any unpaid assessments made by the association of apartment owners against the Grantor in excess of the amount therein, set forth;

XXII. That the Manger or Board of Managers of the association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering independent units but without prejudice to the right of the owner of a independent unit to obtain individual independent unit insurance;

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Director

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1. For the purpose of this Declaration, the Buildings, the common areas and facilities in Lagoon Residential Apartment Complex have been divided into three parts :

   i) 345 Dwelling Units in 15 Blocks;
   ii) Two Level Basement for car parking and services;
   iii) Open surface car parking

2. The Common facilities/area for the Complex, have been divided into three parts

   i) General facilities, for all apartments, Covered Car Parking, Open Parking of the scheme, as listed in clause III a) and V (2) a

   ii) Common facilities for independent units of all 15 blocks, as listed in clause III b) 1 and 2 & V (2) b 1 and 2

   iii) Restricted common facilities for I.U.'s on same floor of individual all the 15 blocks as listed in clause III b and V(2) c

3. For the purpose of calculated proportionate share in the profit and common expenses in general and the restricted / limited common areas and facilities as well as the representation for voting in the meeting of the Association of Apartment Owners the value of the Apartment shall be the sum of the value of Apartment and the value of car parking allotted to such Apartment.

4. Total value of Lagoon Residential Apartment Complex shall be inclusive of the value of the Apartments and the Car Parking. The value of such properties have been taken as follows:

   i) The value of apartments have been computed @ Rs.1570/- per sq. Ft. of saleable area of such Apartment.

   ii) The value of car parking taken @ Rs.1,39,000/- per car parking.

5. If any Apartment owner buys one or more car parking out of unsold parking / stock his/her percentage of voting rights will increase by the percentage as shown against such parking in the Declaration for General facilities as well as the restricted common facilities. The ownership of properties, i.e., Apartments / Car Parking in Lagoon Residential Apartment Complex, shall vest with the Grantor / Company till the time these are sold to customers and full sale consideration received from such customers.

Ambience Developers & Infrastructure Pvt. Ltd.

Director

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NOTES:

1) This declaration is filed in view of the Haryana Apartment Ownership Act, 1983. Since the Integrated township Ambience Island, is yet to be developed, the Grantor reserves its rights to suitably amend / alter this declaration as and when such area is developed under Haryana Development and Regulation of Urban Areas Act. 1975 and Punjab Scheduled Road and Controlled Areas (Restriction of Unregulated Development) Act, 1963 and the Apartment Owners / Members of Association shall not object to any such amendment / alteration notwithstanding and irrespective of the powers / rights conferred on the Apartment Owners under this declaration.

2) It is the intention of the Grantor that each apartment building as mentioned above is managed by the Association of the Apartment owners, formed under the Haryana Apartment Ownership Act, 1983 and the bye-laws adopted thereunder. However, for better administration of the Apartment / Building as mentioned hereinabove, the owners of the respective buildings acting through the Association of the Apartment Owners, shall have full authority and power to form committee for better administration of their respective blocks/buildings to which, owners in other buildings/blocks shall have no objection whatsoever.

Ambience Developers & Infrastructure Pvt. Ltd.,

Director

expense to be paid by monthly assessments levied by the association of apartment owners; and that such payment shall be held in a separate account of the association and used solely for the payment of the blanket property insurance premium as such premiums become due.

ess whereof Shri Mohan Singh Set his hand on this Declaration at Gurgaon.

Ambience Developers & Infrastructure Pvt. Ltd.

Director

Subhash Chandra Arora
Advocate
Distt. Courts, Gurgaon

Signed and delivered by

ence of

Sandeep Dahiya
S/o D. P. Dahiya
H.No. A-33, Rajouri
N.D-68

ANNEXURES

A – as referred to in clause II

B – as referred to in clause XVIII.

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S. NO.	H/PARKING UNIT NO.	TYPE OF UNITS	VALUE OF EACH UNIT(Rs.)	RCENTAGE INTEREST COMMON FACILITIES AND VOTING	TOTAL NO. OF SUCH UNITS	TOTAL PERCENTAGE 3 & 4
187	F-606	3 BED ROOM	3206721	0.173	1	0.173
		CAR PARKING	200000	0.011	1	0.011
188	F-601	3 BED ROOM	3004300	0.162	1	0.162
		CAR PARKING	175000	0.009	1	0.009
189	F-602	3 BED ROOM	3178304	0.172	1	0.172
		CAR PARKING	175000	0.009	1	0.009
190	F-603	3 BED ROOM	4905632	0.265	1	0.266
		CAR PARKING	175000	0.009	1	0.009
191	F-604	3 BED ROOM	3004300	0.162	1	0.162
		CAR PARKING	175000	0.009	1	0.009
192	F-701	3 BED ROOM	3963386	0.214	1	0.214
		CAR PARKING	175000	0.009	1	0.009
193	F-702	3 BED ROOM	4670977	0.247	1	0.247
		CAR PARKING	175000	0.009	1	0.009
194	F-703	3 BED ROOM	4260863	0.229	1	0.229
		CAR PARKING	150000	0.008	1	0.008
195	F-704	3 BED ROOM	3294850	0.178	1	0.178
		CAR PARKING	175000	0.009	1	0.009
196	F-801	3 BED ROOM	3031624	0.164	1	0.164
		CAR PARKING	160000	0.008	1	0.008
197	F-802	3 BED ROOM	3735000	0.202	1	0.202
		CAR PARKING	16	0.008	1	0.008
198	F-803	3 BED ROOM	3253	0.176	1	0.176
		CAR PARKING	175000	0.009	1	0.009
199	F-804	3 BED ROOM	3056240	0.165	1	0.166
		CAR PARKING	175000	0.009	1	0.009
[illegible]	F-901	3 BED ROOM	3662636	0.198	1	0.198
		CAR PARKING	100000	0.005	1	0.005
201	F-902	3 BED ROOM	5784300	0.312	1	0.312
		CAR PARKING	175000	0.009	1	0.009
202	F-903	3 BED ROOM	4058440	0.219	1	0.219
		CAR PARKING	125000	0.007	2	0.007
	F-904	3 BED ROOM	5241861	0.283	1	0.283
		CAR PARKING	150000	0.008	1	0.008
		TO	0242387	6.651	82	6.651

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Director

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Total value of all independent units in each block and floor is:-

Apartment Blocks	Ground	First	Second	Third	Fourth	Fifth	Sixth	Seventh	Eighth	Ninth	Total
A	8397049	8759735	10343325	10715949	11346850	11346850	9259201	10622360	11496845	0	92092164
B	8953580	9270610	11941321	10976010	9124170	12803479	8995570	8199684	11249322	0	89514326
B1	30000000	23000000	30500000	27400000	25642000	24060000	24060000	25000000	19360000	0	229022000
C	12087216	12460804	11443249	14949279	15429934	13086715	14014986	15126140	12037803	20658191	142194505
C1	5778686	11965545	6218845	8747900	5215435	5100809	4904870	4916485	4962286	8420830	64389590
D	9160640	13519825	13548000	15855840	10194912	14248280	19889648	11033567	11358240	14518201	133325053
E	12714242	14205129	13560850	17121002	12568704	14842108	15435021	15279588	18992347	17475029	151993990
F	11984899	14411172	18368882	16581521	19645231	16606767	14092636	16080066	13078768	13037823	148857744
G	8404172	12814148	13763868	11816552	13186779	11051640	12118886	13588440	9688224	22814898	130445753
H	11343783	13926516	15537632	16119830	12894343	15922781	12948504	12853607	14358899	17498693	144614088
I	2737800	4386001	9118280	10602212	9826390	8083360	8083360	9693340	8111182	9228930	78740995
J	11886340	13411850	10199150	9522136	9387201	9603879	9930150	9258256	9484896	22372176	105143045
K	15659715	12194335	14429200	11655919	12310784	12008100	10056100	14737700	17387139	0	123138992
L	7963586	9127852	11277450	10304079	8195035	8133950	8641430	9482440	8401220	0	78423076
M	9019360	11132866	7310910	8757861	9568871	10816710	9020110	10815270	12644958	0	88090716

Ambience Developers & Infrastructure Pvt. Ltd.

Director

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ANNEXURE O-20

Item No. 03 Court No. 1

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Original Application No. 238/2015

Anil Uppal & Ors. Applicant(s)

Versus

U.O.I. & Ors. Respondent(s)

Date of hearing: 09.01.2020
Date of uploading on the website: 11.02.2020

CORAM: **HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON**
HON'BLE MR. JUSTICE S.P WANGDI, JUDICIAL MEMBER
HON'BLE DR. NAGIN NANDA, EXPERT MEMBER
HON'BLE MR. SIDDHANTA DAS, EXPERT MEMBER

ORDER

1. This application, in substance, seeks restoration of open areas in terms of Deed of Declaration dated 25.03.2009 for a housing complex on area of 10.98 acres. The project is called Ambience Lagoon Apartments and has been developed by respondent No. 6, Ambience Developers & Infrastructure Private Limited, at NH-8, Gurgaon.

2. Grievance of the applicants is that the project proponent has illegally undertaken construction of a commercial building in the area earmarked in the Deed of Declaration as "open spaces", resulting in blockage of fresh air and sun light for the residences of the applicants. The activity has resulted in reduction of area of the project from 10.98 acres to 7.93 acres, using the remaining open area for commercial complex. This is in violation of judgments of the Hon'ble Supreme Court in *Dr. G.N. Khajuria v. Delhi Development Authority*, (1995) 5 SCC 762,

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(para 8) *Pt. Chet Ram Vashist v. Municipal Corporation of Delhi,* (1995) 1 SCC 47 (para 6) and National Building Code of India 2005. The applicants have annexed the Deed of Declaration and photographs of the commercial complex under construction in the open area.

3. The application was admitted on 05.06.2015 and notice issued upon the respondents. Vide order dated 28.07.2015, this Tribunal, after referring to the Deed of Declaration dated 25.03.2009 required the project proponent to explain the status of the open area in terms of the said Deed of Declaration.

4. The project proponent filed written statement dated 18.08.2015. In substance, the stand of the project proponent is that the project is not for 10.98 acres, as alleged, but for 122.06 acres. Requisite open areas have been left out in the integrated colony/ township. Location of open area need not be in 10.98 acres. The commercial complex in question is not on the green land. Environmental Clearance (EC) has been granted for the revised plan on 01.09.2010. Occupancy certificate has been granted by the TCPD on 29.06.2015.

5. The stand of the TCPD in the written statement filed on 07.09.2015 is that originally, on 09.07.1993, license for development of colony was granted on 18.99 acres of land but the building plan was submitted for 10.98 acres of land, leaving 8 acres land for future development. 8 acres land was subsequently de-licensed on 18.10.2010. Revised zoning plan

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for 10.98 acres land was sanctioned on 25.10.2001. 15% of the area was to be earmarked for green area. License No. 8/2001 was given for a colony on 8 acres of land and license No. 12/2002 was given for commercial colony on 4 acres of land. Other licenses were for 106.17 for integrated colony. Thereafter, zoning plan, for integrated group housing on 132.06 acres, was approved in 2004. Housing colony on 10.98 acres of land became part of the integrated colony. Master Layout Plan was approved in 2005 and revised in 2013. Building plan for commercial complex was approved on 01.09.2010. The area mentioned in Deed of Declaration dated 25.03.2009 was only for achieving FAR. There was no illegality for achieving FAR for 11.83 acres of land, instead of 7.93 acres or 10.98 acres. The area of 10.98 acres could not be taken as independent colony as the said area became part of integrated colony. Area where commercial complex was being constructed was covered by building plan approved on 01.09.2010.

6. In the rejoinder filed by the applicants on 30.11.2015, it is stated that Deed of Declaration has a permanent character under the Haryana Apartment Ownership Act, 1983 (Section 6). By virtue of the said Deed of Declaration, every apartment owner gets undivided interest in the common area. Thus, any change in the area covered by the Deed of Declaration i.e. 10.98 acres, after allotment of apartments, was in violation of rights of the owners under Section 6 of the Haryana Apartment Ownership Act. The apartment owner acquired right to open area which could not be altered by any subsequent action. The

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applicants were allotted apartments prior to 2010 when a revised plan is said to have been sanctioned.

7. The matter was further considered on 16.08.2016 in the light of the status report dated 05.05.2016 filed by the Town and Country Planning Department (TCPD) and the objections of the applicants thereto. The Tribunal observed:-

> *"One of the grievance is that the inspection was carried out without actual site visit. Considering these objections and the submissions of the learned Counsel appearing on behalf of the applicant that the controversy would end with correct picture being depicted before us regarding green area nos. 10 and 11 in the sanctioned lay out plan annexure R-1* ***it will be expedient to appoint Court Commissioner to visit the site in the presence of the parties and report to us regarding the ground situation obtaining in respect of the said areas."***

8. Thereafter, vide order dated 09.01.2018, it was observed:-

> *"Referring to the status report dated 05th May, 2016 and the Court Commissioner's report dated 09th September, 2016(page no. 554), and the Reply of the Ministry of Environment, Forest & Climate Change dated 10th April, 2017 (page No. 575),* ***learned counsel appearing for the Applicant submits that the Applicants have been deprived of the environmental benefits and the area suffering from the environmental degradation in terms of the loss of environmental benefits needs to be restored, and its restitution be ordered as per Section 15 of the National Green Tribunal Act, 2010.*** *Alternatively, he submits Applicant needs to be suitably compensated and the Project Proponent – Respondent no. 6 saddled with environmental compensation commensurate with the loss suffered by the Applicant.*
>
> *Learned counsel appearing for the Respondent no. 6 – Ambience Developers and Infrastructure Pvt. Ltd. submits that the present Application is almost a replica of the initial Original Application No. 160 of 2015 which was withdrawn to present the re-modelled Application vide order dated 19th September, 2015 (Page No. 39) and the Project Proponent has lawfully integrated the development of the Ambient Lagoon Apartment with the larger Ambience integrated colony called, 'Ambience Island'; and in the process has made available to the Applicants benefit of green area more than 15% of the total area as*

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per the sanctioned Master Lay out plan of the integrated colony produced at Annexure R – I filed with M.A. No. 968 of 2016. ***In these circumstances, an issue arises regarding the quantification of environmental compensation in terms of the loss of environmental benefits/ services, if any. Learned counsel appearing for the Applicant seeks time to make elaborate submissions in that regard."***

9. Vide order dated 29.04.2019, the matter was deferred to enable MoEF&CC to furnish a report on the issue of environmental compensation in terms of order dated 09.01.2018.

10. Vide order dated 09.01.2020, the Tribunal considered the report of MoEF&CC dated 22.11.2019 assessing the compensation @ Rs. 68,51,250/-. It was observed:-

" xxx xxx xxx

3. The report of the local Commissioner which was considered vide order dated 09.01.2018 showed that area No. 10 which was green area as per layout plan was occupied by a nursery school, Sewage Treatment Plant (STP) and electric substation. Area no. 11 which was also shown as green area did not exist. Part of area no. 11 was covered by a road and part of it was occupied by a flat. Ready mix concrete carrying trucks were found plying high decibel noise. The STP was found engulfed in foam. The report of the Local Commissioner further mentioned:-

"(a) As per actual ground conditions, area No 10 and adjoining areas demarcated for Nursery School, Water Treatment Plant and Electric Substation as shown on R-17/C-1 is actually occupied by an Atrium + 12 storey Commercial Building (9 Floors are occupied as informed by representative of R-6) of 42 m height above Ground Level, belonging to R-6. It is separated through a 2m high boundary wall from Lagoon Apartment complex.

A road on Lagoon Apartment side and a set back of 7.88m on other side on the boundary wall lie in between the Lagoon Apartments and the Commercial Building.

Building line of the Commercial Building as at a minimum of 13.5 m away from entrance portico of

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32.2 m high Block E of Lagoon Apartments. Maximum distance between building line of Block E and F of Langoon Apartments and Building line of Commercial building is 19.6m.

Actual site plan as per measurements agreed by all parties present at site and site photo graphs (2 Nos) are enclosed with the Report as Annexure C-3 and C-4 respectively.

(b) *As per actual ground condition, area No.11 as demarcated on R-1, is in fact, part of a Road of 18 m (approx.) ROW (right of Way) between Lagoon Apartments and Caitriona Apartments developed by R-6.*

A part of this road is being maintained as open pucca area of undefined use under control of R-6. Yet another part of this road (about 150 sqm green lawn), also shown as part of organised green area No.11, is in fact, under exclusive use of occupier of ground floor flat No.1, Block-B of Lagoon Apartments.

Actual site plan as per measurements agreed by all parties present at site and site photo graphs (3 Nos) are enclosed with the Report as Annexure C-5 and C-6 Colly respectively."

xxx xxx xxx

8. Learned counsel for the applicant points out that the report is incomplete and has not gone into the question of illegal constructions in area 10-11 which were open areas in the earlier approved plan. The open area could not have been converted into covered area which is in violation of environmental law.

9. Any approval granted without considering impact on the environmental rights of the persons to whom the flats were allotted is against Sustainable Development and Precautionary Principles required to be enforced by this Tribunal. Powers of regulatory authorities was required to be exercised in accordance with these principles. EIA procedure was required to be duly followed. The Deed of Declaration filed by the builder in 2009 showed the area to be an open area which was the basis on which the flats were allotted prior to 2010. ***After allotment of the said flats, the open area was converted into covered area on the ground that open area will be shown at different locations in the integrated project without considering the rights of the allottees. Out of 10.98***

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acre land which was meant for the project in question, only 7.93 acre land was used and remaining 3.05 acre land, which was open area, was converted into covered area for a commercial tower, irreversibly taking away the rights to ecological services of the persons to whom the flats were allotted.

10. The applicant has also made a point on the inadequacy of the compensation and about the compensation not covering the issues already raised in these proceedings, particularly loss to ecological services on account of illegal commercial constructions in open areas. Illegal benefit taken by the builder was required to be quantified and recovered which has not been done. Alternatively, the area needs to be restored, after demolishing illegal constructions.

11. We have also heard other learned counsel.

12. While the recommended environmental compensation may have to be recovered as an interim compensation and may be deposited within one month with the CPCB by Respondent No. 6, ***further question whether illegal construction is to be demolished or the compensation quantified may need to be gone into.***

13. We permit the parties to file written submissions specifying questions for constitution of an appropriate Expert Committee to go into the matter with their respective precise submissions. The same may be filed by the applicant within one week from today and by the Respondents within one week thereafter. Oral arguments stand concluded. Further order will be uploaded on the website by 14.02.2020."

(highlight by us)

9. Accordingly, the parties have filed their respective written submissions which we have gone through.

10. In the written submission filed by the applicants on 17.1.2020, it is stated that commercial tower construction was not part of the Deed of Declaration and the original sanctioned plan which was for 10.98 acres. The subsequent revised plan, based on EC granted on 01.09.2010, could not affect the rights of the allottees of apartments, prior to the said date. The commercial tower affected the environment rights of the allottees.

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11. On the other hand, the stand of the project proponent, in the written submissions filed on 01.02.2020, is that requirements of zoning plan have been met and 15% of the open area has been left out. There was no bar to submission of a revised plan. Reference has been made to certain orders and proceedings at other fora to which the applicants are not party. It is further submitted that applicants have not suffered any loss on account of shifting of the green area to larger integrated complex. The application is barred by limitation. As an earlier application raising the same question was withdrawn on 19.05.2015, the present application was barred by *res judicata*.

12. We have given further consideration to the matter in continuation of order dated 09.01.2020. It is clear from the record that the plan as originally approved was on an area of 10.98 acres. The open spaces to be left out was mentioned in the Deed of Declaration and the sanctioned plan approved in the year 2001. On that basis, the project was developed and apartments were allotted prior to the year 2010. Plan was then revised in the year 2010 and occupancy certificate was issued on 29.06.2015. This application was filed on 04.06.2015. As observed earlier, vide order dated 09.01.2020, any approval to a revised plan without considering the vested rights of affected parties, cannot be treated as conclusive, even if there is a right to revision of a plan as such.

13. The compensation assessed does not deal with the loss of ecological services to the applicants who are allottees of

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apartments prior to the revised plans. They claim their rights based on Deed of Declaration filed by the builder in the year 2009 based on which they acquired the flats prior to 2010. The Deed of Declaration was as per plan approved in 2001. The basis of compensation formula for industrial pollution is based on a short period i.e. with effect from 31.08.2017 when the consent to operate (CTO) was granted by the PCB under the Water (Prevention and Control of Pollution) Act, 1974 rather than from the date of consent to establish (CTE) consequent to which the construction had started and the applicants were first deprived of their right to use the common area or their environmental rights therein. The period to be considered for compensation is to continue till compensation is paid or violation is stopped. Compensation has been assessed for period from 02.07.2019 only on the basis of violation of law without considering the value of loss of environmental services. The component of compensation is the value of ecological services lost and the violation of law which cannot be the sole basis for determining compensation for loss of environmental services on account of illegal construction in open area. Claim of the applicants is for compensation for being deprived of environmental rights in the common area at the time of allotment of apartment to them based on Deed of Declaration and the sanctioned plan at that time. It is submitted that subsequent revision of plan, without considering their rights, is illegal in view of law laid down by the Hon'ble Supreme Court. Mere leaving of open area in other part of the integrated complex may not be a substitute for the open area which was

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required to be left as per plan of the original complex. Doing so does affect the rights of the existing allottees in terms of loss of positive environmental externalities.

14. In *Bangalore Medical Trust v. B.S. Muddappa*, (1991) 4 SCC 54, the question considered by the Hon'ble Supreme Court was that the development authorities in granting any revised plans, affecting open areas, cannot ignore public interest in reservation and preservation of open area, over and above the private interest of an individual seeking to convert open area into covered area[1]. Action of the Bangalore Development Authority in converting park into construction was held to be *ultra-virus* the powers of the said authority.

15. As regards the plea of limitation, the EC for the revised plan was granted on 01.09.2010 and plan was approved in the year 2010. Construction was completed in the year 29.06.2015 when occupation certificate was issued. The application filed on 04.06.2015 cannot thus be held to be time barred. There is adjudication of merits earlier to attract *res judicata*. This Tribunal has passed earlier orders dated 16.08.2016, 09.01.2018 and 29.04.2019 on merits.

16. As held in *Goel Ganga Developers Pvt. Ltd. v. UOI & Ors.* (2018) 18 SCC 257[2], once flats have been occupied and number of persons have paid the money, even if construction is illegal, it may not be advisable to demolish the same but the project

[1] Para 27, 29 & 36
[2] Para 53

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proponent cannot avoid payment of damages. Damages can generally be 5% of the project cost. In that case, the Hon'ble Supreme Court held the compensation to be Rs. 100 crores or 10% of the project cost whichever is higher. The assessment of compensation in the present case, as earlier mentioned, needs to be revised considering the project cost in respect of construction of area which was originally stipulated to be open area, the extent of violation, the extent of loss of ecological services to the applicants and illegal gain by the violator of law. The Committee appointed by this Tribunal needs to go into the question whether in the light of original Deed of Declaration based on sanctioned plan for housing complex in the area of 10.98 acres complex with stipulated open area, revised plan enforced after allotment apartments to the applicants illegally deprived the applicants of their right to ecological services as per the original plan as well as liability for compensation on account of violation of law prohibiting change of common area to the detriment of environment only to advance private profit.

17. Reference may also be made to order dated 16.01.2020 passed by the High Court of Punjab and Haryana in CWP No. 2147/2012, *Ambience Lagoon Apartment Residents Welfare Association v. State of Haryana & Ors.* showing that the issue of construction over open area has been subject matter of consideration before the said High Court since 2012 and the State has undertaken to reconsider the permission for commercial activity granted on 09.01.2010.

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In view of above, we find it necessary to constitute a joint Committee comprising MoEF&CC, CPCB and Indian Institute of Forest Management, Bhopal to assess compensation and furnish a report to this Tribunal by e-mail at judicial-ngt@gov.in before the next date. CPCB will be the nodal agency for coordination and compliance.

A copy of this order be sent by email to MoEF&CC, CPCB and Dr. Madhu Verma, Indian Institute of Forest Management, Bhopal.

List for further consideration on 27.04.2020.

Adarsh Kumar Goel, CP

S.P Wangdi, JM

Dr. Nagin Nanda, EM

Siddhanta Das, EM

February 11, 2020
O.A. No. 238/2015
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ANNEXURE O-21

(2018) 18 Supreme Court Cases 257

(BEFORE MADAN B. LOKUR AND DEEPAK GUPTA, JJ.)

GOEL GANGA DEVELOPERS INDIA PRIVATE LIMITED .. Appellant;

Versus

UNION OF INDIA THROUGH SECRETARY MINISTRY OF ENVIRONMENT AND FORESTS AND OTHERS .. Respondents.

Civil Appeals No. 10854 of 2016 with Nos. 10901 of 2016 and 5157-58 of 2018†, decided on August 10, 2018

A. **Environment Law — Environmental Clearance/NoC/Environment Impact Assessment (EIA) — Specific Clearances — Development Projects — Environment Impact Assessment (EIA) Notification, 2006 — Construction in violation of the environmental clearance (EC), as in the present case, in violation of the clearance granted under Noti. dt. 4-4-2011 — Establishment and Effect of — "Built-up area" under Notis. dt. 4-4-2011 and 14-9-2006 — Concept of floor space index (FSI)/floor area ratio (FAR) — Non-relevance of, for computation of "built-up area" for which EC is granted**

— Imposition of damages of Rs 100 crores or 10% of project cost, whichever was higher, for violation of environmental clearance in addition to Rs 5 crore damages imposed by NGT, instead of directing demolition — Detailed coercive directions issued to ensure deposit of these damages within six months

— Held, the concept of FSI or non-FSI may be relevant for the purposes of building plans under municipal laws and regulations but it has no linkage or connectivity with the grant of EC and both will have an equally deleterious effect on the environment — When EC is granted for a particular construction it includes both FSI and non-FSI areas — Held, the built-up area under the Noti. dt. 14-9-2006 means all constructed area which is not open to the sky and the built-up area under the Noti. dt. 4-4-2011 means all covered area including basement and service areas

EC dt. 4-4-2008 was granted to the project proponent for construction of built-up area 57,658.42 sq m, whereas the total construction raised by it was 1,00,002.25 sq m Rejecting the contention of project proponent that while calculating the built-up area the constructions mentioned in Rr. 15.4.1.1(a), (b) and (c), 17.7.3 and 15.4.2 of the Pune Municipal Corporation Development Control Rules, 1982 were to be excluded, held, the construction raised by the project proponent was in violation of the environmental clearance granted to it However, considering that the project proponent had already taken money and a large number of flats and shops had already been

† Arising from the Judgment and Order in *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4213 [National Green Tribunal, (Western Zone) Pune Bench, Application No. 184 of 2015 (WZ), dt. 27-9-2016] and *Tanaji Balasaheb Gambhire* v. *Union of India* [National Green Tribunal, (Western Zone) Pune Bench, Review Application No. 35 of 2016, dt. 8-1-2018]

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occupied and persons belonging to the middle class had invested their life's earnings, demolition not ordered/directed — However, inter alia, damages of Rs 100 crores or 10% of the project cost, whichever was higher, in addition to Rs 5 crores as levied by NGT, imposed on the project proponent

Words and Phrases — "Built-up area" — Pune Municipal Corporation Development Control Rules, 1982, Rr. 15.4.1.1(a), (b) & (c), 17.7.3 and 15.4.2 (Paras 14, 17, 53, 58.2, 66.1, 66.2 and 66.9)

B. **Environment Law — National Green Tribunal Act, 2010 — S. 19(4)(f) — Review petition — Who can hear and where — Held, the powers of review which NGT exercises are akin to those of a civil court — In terms of Or. 47 R. 5 CPC, a review petition should normally be heard by the same Bench which passed the original order**

Further, this normal rule should not be disturbed unless it is virtually impossible for the original Bench to hear the matter or the members of the Bench themselves opt not to hear the matter — Further, under sub-rule (2) of R. 22 of 2011 Rules the matter should ordinarily be heard at the same place of sitting where it was originally decided, however, this is not a mandatory direction — National Green Tribunal (Practices and Procedure) Rules, 2011 — Rr. 22(2) and 22(3) — Civil Procedure Code, 1908 — Or. 47 R. 5 — Practice and Procedure — Review (Paras 36, 38 and 40)

C. **Environment Law — National Green Tribunal Act, 2010 — S. 19(4)(f) — Exercise of power of review — Impermissibility of, when appeal already pending**

Statutory appeal was pending in the Supreme Court against the original order when the respondent's review application, inter alia, praying for demolition of the illegal structures and enhancement of compensation, was taken up for hearing by NGT — In the present case, held, project proponent/appellant had not only challenged original order of NGT on the ground that he had not violated EC but also on the ground that the damages awarded were highly excessive — Therefore, the Bench hearing the review application erred in holding that review application was maintainable — Civil Procedure Code, 1908 — Or. 47 R. 1(2) — Practice and Procedure — Review (Paras 7, 45 and 47)

D. **Environment Law — Polluter Pays Principle and Remedial/Compensatory/Punitive Measures — Remedial action/Reclamation/Rehabilitation measures/Compensation/Disgorgement of gains of wrongdoer — Damages for carrying out construction in violation of environmental clearance (EC) — Quantification of — Carbon footprint as basis**

Rejecting the contention that damages should be assessed on the basis of "carbon footprint", held, the courts cannot introduce a new concept of assessing and levying damages unless expert evidence in this behalf is led or there are some well-established principles — However, in a case where expert evidence is led or on the basis of empirical data it is established that by applying the principles of carbon footprint damages can be assessed, court may rely upon

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such data — Evidence Act, 1872 — S. 45 — Words and Phrases — "Carbon footprint" (Paras 59 to 63)

E. **Environment Law — Environment (Protection) Rules, 1986 — Rr. 3 to 5 — EIA Notifications issued under — Cannot be varied/abrogated by officials of MoEF — Environment (Protection) Act, 1986, S. 4**

F. **Public Accountability, Vigilance and Prevention of Corruption — Corruption/Abuse of Power — Environmental Clearance/NoC — Improper grant of — Fine imposed upon the PMC and direction given by NGT to PMC to take appropriate action against the erring officials, and directions to enquire into conduct of other officials concerned, also upheld**

The project proponent i.e. M/s Goel Ganga Developers India Pvt. Ltd., purchased 79,100 sq m or 7.91 ha of land comprised in six Survey Nos. 35, 36, 37, 38, 39 and 40 in Vadgaon, Pune. These survey numbers were amalgamated in accordance with the rules and the plot became one plot of 79,100 sq m.

The project proponent applied for environmental clearance (EC) for the project and in the proposal dated 27-6-2007, he had shown that he would be erecting/constructing 12 buildings having 552 flats, 50 shops and 34 offices. The 12 buildings were to have stilts with basement and 11 floors. The total built-up area was indicated as 57,658.42 sq m. EC was granted to the project proponent on 4-4-2008.

The original applicant filed an application before the National Green Tribunal ("NGT", for short) claiming that the project proponent i.e. M/s Goel Ganga Developers India Pvt. Ltd., had raised construction in violation of the environmental clearance ("EC", for short) granted for the project and also in violation of the various municipal laws.

The case of the project proponent was that the term "built-up area" is synonymous with "floor space index" or FSI and that the constructed area, which is exempted from FSI area, or is a non-FSI area, is not a part of the "built-up area". The project proponent contended that while calculating the built-up area, the constructions mentioned in Rules 15.4.1.1(*a*), (*b*) and (*c*) and Rule 17.7.3 of the Pune Municipal Corporation Development Control Rules, 1982 ("DCR", for short), in addition to the areas specifically exempted under Rule 15.4.2 are to be excluded. It was contended that if the built-up area is calculated in accordance with DCR then the project proponent has till date not constructed the built-up area of 57,658.42 sq m, which it was permitted to construct under the EC granted to it on 4-4-2008. The stand of the Union of India and the original applicant was that built-up area means all area which is covered regardless of the area being FSI or non-FSI in terms of the EIA Notification of 2006.

The issues involved in this appeal were:

1. Whether the project proponent i.e. M/s Goel Ganga Developers India Pvt. Ltd., had raised construction in violation of the environmental clearance.

2. Whether NGT could have entertained a review application/reviewed its order dated 27-9-2016, when an appeal against the same was already pending before the Supreme Court?

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Held :

Under the notification of 2006, all constructed area, which is covered and not open to the sky has to be treated as "built-up area". There is no exception for non-FSI area. (Para 16)

Indeed, the concept of FSI or non-FSI has no concern or connection with grant of EC. The same may be relevant for the purposes of building plans under municipal laws and regulations but it has no linkage or connectivity with the grant of EC. When EC is to be granted, the authority which has to grant such clearance is only required to ensure that the project does not violate environmental norms. While projects and activities, as mentioned in the notification, may be allowed to go on, the authority while granting permission should ensure that the adverse impact on the environment is kept to the minimum. Therefore, the authority granting EC may lay down conditions which the project proponent must comply with. While doing so, such authority is not concerned whether the area to be constructed is FSI area or non-FSI area. Both will have an equally deleterious effect on the environment. (Para 17)

Notification dated 4-4-2011

It is not at all necessary to decide whether the Notification dated 4-4-2011 issued by the Ministry of Environment and Forests is clarificatory or is in substitution of the original notification of 2006. There is no ambiguity with regard to the definition of "built-up area" even under the notification of 2006 and it covers all constructed area not open to the sky. The notification of 2011 only provides that the built-up area or covered area shall be the area of all floors put together including basement(s) and other service areas. (Para 19)

Clarification dated 7-7-2017

The Notification dated 14-9-2006 was issued by the Central Government and published in the gazette after inviting objections from the public. The first clarification with regard to this notification was issued on 4-4-2011. These two decisions of the Central Government which were notified as per the provisions of law could not have been set at naught by the Joint Director even if it was issued with the approval of a higher authority. Since such decision has not been notified in the gazette, the statutory Notification dated 14-9-2006 and its subsequent clarification dated 4-4-2011 could not have been virtually set aside by the office memorandum dated 7-7-2017 issued by the Joint Director, Ministry of Environment, Forests and Climate Change. (Para 22)

Common Cause v. *Union of India*, (2017) 9 SCC 499, *relied on*

Environmental clearance (EC) for expansion of the project in question granted to it by the State Level Environment Impact Assessment Authority (SEIAA) on 20-11-2017

SEIAA has laid down general conditions for pre-construction phase and the first condition itself clearly shows that the non-FSI area constructed by the project proponent under first EC of 4-4-2008 has not been taken into consideration. (Para 27)

In case the total construction raised by the project proponent is taken as 1,00,002.25 sq m and if the area of the proposed construction is added then the project will fall in B-1 category and, therefore, SEIAA had no authority to grant EC by treating the project as falling under Category B-2. Furthermore, the EC

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dated 20-11-2017 is also illegal as the same has been granted on the presumption of the order dated 31-5-2016 passed by the Principal Secretary, Environment Department, State of Maharashtra holding that the construction of 18 buildings instead of 12 buildings is permissible. (Para 28)

Allegations made by the original applicant against various officials

The law is well settled that no person can be condemned unheard. It would, therefore, not be fair to deal with allegations made against individuals who are not parties to the petition and who have had no chance to reply to the allegations levelled against them. (Para 30)

However, as far as their official capacity is concerned, NGT was fully justified in coming to the conclusion that certain officials of PMC were going out of their way to help the project proponent and therefore, directions given by NGT in its order dated 27-9-2016 in this regard, upheld. (Para 31)

Prima facie, the Principal Secretary, Environment Department, Government of Maharashtra has not acted in a fair and transparent manner. The allegations made by the original applicant cannot be lightly brushed aside. His actions need to be looked into and, therefore, direction given by NGT directing the Chief Secretary to the State of Maharashtra to take notice of the conduct of the officers concerned, upheld. (Paras 32 and 66.8)

Challenge to the order dt. 8-1-2018 passed in Tanaji Balasaheb Gambhire, 2018 SCC OnLine NGT 302

Section 19(4)(*f*) of the National Green Tribunal Act, 2010 provides that the Tribunal shall have the same powers as are vested in civil courts while trying a suit in respect of matters relating to review of its decisions. Therefore, the power of review vested with NGT is akin to the power vested with the civil court. As such, the principles which govern the exercise of review jurisdiction before a civil court will apply with equal force to NGT. (Para 34)

A review petition should normally be heard by the same Bench which originally decided the matter. A review petition should not be heard by any other Bench unless it is impossible or totally impracticable for the earlier Bench to hear the matter. In a review petition, like in the present case, where the review petitioner contends that certain arguments raised by him have not been considered then it is only the Judges who originally heard the matter who can decide whether such point was urged or not. (Para 38)

Any judicial authority including NGT which is presided over by a judicial member who may be a retired Judge of the Supreme Court or of a High Court is expected to deal with all contentions raised before it. There is a presumption that judicial authorities must have dealt with all the contentions raised before them. (Para 39)

According to sub-rule (2), the matter should ordinarily be heard at the same place of sitting where it was originally decided. However, this is not a mandatory direction because sub-rule (2) itself contemplates that the matter shall "ordinarily" be heard at the same place. In tribunals like NGT where members may be transferred from one Bench to another or may be attending a Bench on circuit then problems can sometimes arise. These issues can be easily resolved by resorting to

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the latest technology and if necessary, the arguments in such cases can be heard by videoconferencing. (Para 40)

Northern India Caterers (India) Ltd. v. *Lt. Governor of Delhi*, (1980) 2 SCC 167 : 1980 SCC (Tax) 222, *referred to*

In terms of Order 47 Rule 5 CPC, a review should normally be heard by the same Bench which passed the original order. (Para 43)

Malthesh Gudda Pooja v. *State of Karnataka*, (2011) 15 SCC 330 : (2014) 2 SCC (Civ) 473, *relied on*

Malthesh Gudda Pooja v. *State of Karnataka*, 2009 SCC OnLine Kar 919: *Malthesh Gudda Pooja* v. *State of Karnataka*, 2009 SCC OnLine Kar 918, *referred to*

As far as the facts of this case are concerned, the original applicant could have raised all issues which he raised in the review application even by filing a counter-affidavit in the appeal filed by the project proponent or by challenging the original order in the Supreme Court as he has done now. In this context, once the Supreme Court was seized of the matter and all issues were being urged, NGT should not have proceeded to hear the review application. (Para 45)

The project proponent had not only challenged the original order of NGT on the ground that he had not violated the EC but also on the ground that the damages awarded were highly excessive. Therefore, the question that what should be the extent of damages was specifically before the Supreme Court. (Para 47)

Tanaji Balasaheb Gambhire v. *Union of India*, 2016 SCC OnLine NGT 4217; *Tanaji Gambhire* v. *Union of India*, 2017 SCC OnLine NGT 1954, *referred to*

On 23-5-2016, the project proponent filed reply to the affidavit dated 18-5-2016 filed by the original applicant in which they raised objections that such affidavit was not filed on 18-5-2016 and the copy of the same was handed over to them on 20-5-2016 and the original applicant had no permission to file such an affidavit. All these disputed issues as to whether such an affidavit was filed with the permission of the Court or it was referred to in the first hearing or in the second hearing could only be decided by the Bench which had heard the matter. (Para 51)

Tanaji Balasaheb Gambhire v. *Union of India*, 2016 SCC OnLine NGT 4201: *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4204: *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4205: *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4206; *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4219; *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4203; *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4207; *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4208: *Tanaji Balasaheb Gambhire* v. *Union of India*, 2015 SCC OnLine NGT 838; *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 1330: *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4209: *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4215: *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4210: *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4211; *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4202: *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4212: *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4214, *referred to*

Is demolition the only answer?

Now there are 807 flats and 117 shops which are either constructed or under construction. Keeping in view the interest of these third parties who were not parties before NGT, in the peculiar facts and circumstances of the case, demolition is not the answer. This would put innocent people at loss. (Para 53)

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The project proponent cannot be permitted to build nothing more than 807 flats, 117 shops/offices, cultural centre and clubhouse. (Para 54)

The project proponent who has violated law with impunity cannot be allowed to go scot-free. This Court has in a number of cases awarded 5% of the project cost as damages. This is the general law. However, in the present case damages should be higher keeping in view the totally intransigent and unapologetic behaviour of the project proponent. He has manoeuvred and manipulated officials and authorities. Instead of 12 buildings, he has constructed 18; from 552 flats the number of flats has gone up to 807 and now two more buildings having 454 flats are proposed. The project proponent contends that he has made smaller flats and, therefore, the number of flats has increased. He could not have done this without getting fresh EC. With the increase in the number of flats the number of persons, residing therein is bound to increase. This will impact the amount of water requirement, the amount of parking space, the amount of open area, etc. Therefore, in the present case, we are clearly of the view that the project proponent should be and is directed to pay damages of Rs 100 crores or 10% of the project cost whichever is more. We also make it clear that while calculating the project cost the entire cost of the land based on the circle rate of the area in the year 2014 shall be added. (Para 64)

The base year has been fixed as 2014 since the original EC expired in 2014 and most of the illegal construction took place after 2014. In addition thereto, if the project proponent has taken advantage of transfer of development rights (for short "TDR") with reference to this project or is entitled to any TDR, the benefit of the same shall be forfeited and if he has already taken the benefit then the same shall either be recovered from him or be adjusted against its future projects. The project proponent shall also pay a sum of Rs 5 crores as damages, in addition to the above for contravening mandatory provisions of environmental laws. (Paras 64 and 66.9)

The project proponent is granted six months' time to deposit the amount of damages imposed above in the Registry of the Supreme Court. In case the project proponent does not deposit the amount within six months then all the assets of the project proponent as well as its Directors shall be attached and the amount of damages shall be recovered by sale of those assets. It is further directed that in case this amount is not deposited within the period of six months then the licence/registration/permission granted to the project proponent to develop any "real estate project" within the meaning of the Real Estate (Regulation and Development) Act, 2016 shall be cancelled and the project proponent and its Directors shall not be granted permission to develop any "real estate project" under the Real Estate (Regulation and Development) Act, 2016 without permission of the Court. (Para 66.13)

Whether the original applicant is entitled to special damages?

This litigation is obviously not a public interest litigation. Therefore, the claim of the original applicant to award him special damages cannot be accepted. (Para 57)

Tanaji Balasaheb Gambhire v. *Union of India*, 2016 SCC OnLine NGT 4213, *partly reversed*
Tanaji Balasaheb Gambhire v. *Union of India*, 2018 SCC OnLine NGT 302, *reversed*

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Advocates who appeared in this case :

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Chronological list of cases cited ***on page(s)***

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8. 2016 SCC OnLine NGT 4213. *Tanaji Balasaheb Gambhire* v. *Union of India* **(partly reversed)** 265*e-f*, 266*e*, 266*e-f*, 267*a*, 275*a-b*, 275*c*, 275*f-g*, 276*a*, 283*c*, 284*d*, 287*g*, 288*a*, 288*b-c*
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26. (1980) 2 SCC 167 : 1980 SCC (Tax) 222. *Northern India Caterers (India) Ltd.* v. *Lt. Governor of Delhi* 278*g h*

The Judgment of the Court was delivered by

DEEPAK GUPTA, J. Applications for intervention/impleadment are allowed. Application for amendment of grounds of appeal in Civil Appeal No. 10854 of 2016 is allowed.

2. These matters are being decided by one judgment since they all arise out of one original application filed by Shri Tanaji Balasaheb Gambhire (hereinafter referred to as "the original applicant") before the National Green Tribunal ("NGT", for short) being Application No. 184 of 2015.

3. The original applicant filed an application before NGT claiming that the project proponent i.e. M/s Goel Ganga Developers India Pvt. Ltd., had raised construction in violation of the environmental clearance ("EC", for short) granted for the project and also in violation of the various municipal laws. It was prayed that the illegal structures be demolished; the State Level Environment Impact Assessment Authority (SEIAA) and the Maharashtra State Pollution Control Board be directed to initiate appropriate action against the project proponent for violation of the Environment Impact Assessment (EIA) Notification, 2006; the Union of India be directed to take action against SEIAA; and lastly, it was prayed that the project proponent be directed to pay/deposit a heavy amount of compensation in the environment relief fund. NGT vide its order dated 27-9-2016[1] allowed the application in the following terms: (*Tanaji Balasaheb case*[1], SCC OnLine NGT para 54)

> "*54.* For the aforesaid reasons, the applicant succeeds in his legal pursuit to challenge the non-compliance of EC conditions by Respondent 9 and obtain certain directions. Hence the Application is allowed and we issue following directions:
>
> 1. Respondent 9-PP shall pay environmental compensation cost of Rs 100 crores or 5% (five per cent) of the total cost of project to be assessed by SEAC whichever is less for restoration and restitution of environment damages and degradation caused by the project proponent by carrying out the construction activities without the necessary prior environmental clearance within a period of one month. In addition

1 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4213

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to this, it shall also pay a sum of Rs 5 crores for contravening mandatory provision of several Environmental Laws in carrying out the construction activities in addition to and exceeding limit of the available environment clearance and for not obtaining the consent from the Board.

2. In view of our finding that there has been manifest, deliberate or otherwise suppression of facts of illegality in the project activity of Respondent 9-PP by the officer of PMC, we impose fine of Rs 5 lakhs upon the PMC and direct Commissioner PMC to take appropriate action against the erring officers. The amount of Rs 5 lakhs shall be paid within one month.

3. We direct the Chief Secretary, State of Maharashtra and the competent authority to take notice of the conduct of the officers concerned who have misled the Department of Environment in the matter relating to interpretation of FSI and BUA in terms of which order dated 31-5-2016 has been issued in particular the Principal Secretary, Department of Environment who has authored the order dated 31-5-2016.

4. PMC, DoE and SEIAA are directed to pay cost of Rs 1 lakh each to the applicant within 4 weeks."

4. Aggrieved by the aforesaid order of NGT, the project proponent filed Civil Appeal No. 10854 of 2016. Pune Municipal Corporation ("PMC", for short) also challenged the said order insofar as it adversely affects PMC by filing Civil Appeal No. 10901 of 2016.

5. Review application being Application No. 35 of 2016 was filed by the original applicant before NGT. This application was partly allowed on 8-1-2018[2] and Direction 1 in the original order dated 27-9-2016[1] was modified and substituted as under: (*Tanaji Balasaheb case*[1], SCC OnLine NGT para 54)

"*54.* …'1. Respondent 9-PP shall pay environmental compensation cost of Rs 100 crores or 5% (five per cent) of the total cost of project to be assessed by SEAC, whichever is less, for restoration and restitution of environment damage and degradation caused by the project proponent by carrying out the construction activities without the necessary prior environmental clearance within a period of one month. In addition to this, it shall also pay a sum of Rs 5 crores for contravening mandatory provision of several environment laws in carrying out the construction activities in addition to and exceeding limit of the available environment clearance and for not obtaining the consent from the Board.' "

6. Thereafter, the project proponent filed IA No. 8000 of 2018 for permission to amend its appeal permitting it to challenge the order passed in review application dated 8-1-2018[2], which we have allowed.

2 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2018 SCC OnLine NGT 302
1 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4213

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7. Appeal being Diary No. 3911 of 2018 was filed by the original applicant challenging the original order dated 27-9-2016[1] as well as the order dated 8-1-2018[2] passed in review application praying that demolition of the illegal structures be ordered and the compensation be enhanced to Rs 500 crores.

The factual matrix

8. The facts briefly stated are that the project proponent purchased 79,100 sq m or 7.91 ha of land comprised in six Survey Nos. 35, 36, 37, 38, 39 and 40 in Vadgaon, Pune. These survey numbers were amalgamated in accordance with the rules and the plot became one plot of 79,100 sq m. From the documents placed on record, it is apparent that as per the Development Control Plan for the city of Pune, 3 roads of the width of 36 m, 30 m and 18 m bisected this plot into two which for the sake of convenience were referred to as Plot No. 1 and Plot No. 2. As per the Development Plan, there are certain statutory reservations in addition to the roads and some land has to be left out or reserved for schools, cultural centres, open areas, etc. The remaining area is referred to as the "balance plot area" which in this case works out to 46,993.79 sq m. Out of this "balance plot area" 15% is to be reserved for amenity space and another 10% area is to be compulsorily left out as open space leaving "net plot area" of 41,455.21 sq m. Prima facie these calculations do not appear to be correct. However, this will not impact the merits of the case. Be that as it may, the undisputed fact is that FSI has to be calculated on the "net plot area". We may, at this stage, point out that the aforesaid figures are based on the written submissions submitted on behalf of the Union of India by the learned Additional Solicitor General and these figures have not been disputed before us.

9. On 12-3-2007, the project proponent applied for sanction of layout and building proposal plan on an area of 15,141.70 sq m, originally depicted as Plot No. 3 and the sanctioned FSI was 15,313.16 sq m. Thereafter, on 5-9-2007, revised layout plan was submitted for an area measuring 28,233.23 sq m and the sanctioned FSI was 39,526.54 sq m. The project proponent applied for EC for the project and in the proposal dated 27-6-2007, he had shown that he would be erecting/constructing 12 buildings having 552 flats, 50 shops and 34 offices. The 12 buildings were to have stilts with basement and 11 floors. The total built-up area was indicated as 57,658.42 sq m. The EC was granted to the project proponent on 4-4-2008. Paras 2 and 3 of the communication granting EC read as under:

> "2. The project proponent is proposing for construction of group housing project at Sl. Nos. 35 to 40, Village Vadgaon Budruk, Singhad Road, Pune, Maharashtra at a cost of Rs 10,737.14 lakhs. The project involves construction of 12 buildings with stilt, basement plus 11 floors for 552 flats, 50 shops and 34 offices. The total plot area is 79,100.00 sq m. Total built-up area as indicated is 57,658.42 sq m. Total water requirement will be 745 KLD and 400 KLD of waste water will be generated from

1 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4213
2 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2018 SCC OnLine NGT 302

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the buildings which will be treated in sewage treatment plant. The treated waste water will be used for landscaping, DG set cooling and horticulture purpose. The solid waste generated from the buildings will be 1500 kg/day and disposed as per the MSW Rules, 2000. The parking space is proposed for parking of 1072 cars.

3. EAC after due consideration of the relevant documents submitted by the project proponent and additional clarifications furnished in response to its observations have recommended the grant of environmental clearance for the project mentioned above subject to compliance with EMP and other stipulated conditions. Accordingly, the Ministry hereby accords necessary environmental clearance for the project under Category 8(*a*) of the EIA Notification, 2006 subject to the strict compliance with the specific and general conditions mentioned below:"

10. EC was granted, subject to certain conditions. We may refer to certain relevant conditions which read as under:

"*Part A Specific conditions*

I. Construction phase

* * *

v. Permission to draw and use groundwater for construction work shall be obtained from competent authority prior to construction/operation of the project.

* * *

5. In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this Ministry."

Concept of "built-up area" under the Notification dated 14-9-2006

11. It is not disputed that EC was granted for built-up area of 57,658.42 sq m. The main dispute is with regard to the interpretation of the term "built-up area". The case of the project proponent is that the term "built-up area" is synonymous with "floor space index" or FSI and that the constructed area, which is exempted from FSI area or is a non-FSI area is not a part of the "built-up area". On the other hand, the submission made by the original applicant as well as by the learned Additional Solicitor General appearing for the Ministry of Environment, Forests and Climate Change is that the built-up area will cover all constructed area and the concept of FSI area or non-FSI area is totally alien to environmental laws.

12. The learned Senior Counsel for the project proponent has drawn our attention to the Development Control Rules for Pune Municipal Corporation, Pune, 1982 ("DCR", for short). Under DCR, no building can be constructed without grant of building permission/commencement certificate by Pune Municipal Corporation. There is a detailed procedure for obtaining the building permission/commencement certificate wherein layout plans, building plans, etc. have to be submitted. The main emphasis was on Rule 2.13 of DCR, which defines "built-up area" as follows:

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"**2.13.** ***Built-up area.*** Area covered immediately above the plinth level by the building or external area of any upper floor whichever is more excepting the areas covered by Rule 15.4.2."

Rule 2.39 defines "floor area ratio" as follows:

"**2.39.** ***Floor area ratio (FAR).*** The quotient obtained by dividing the total covered area (plinth area) on all floors excluding exempted areas as given in Rule 15.4.2 by the area of the plot.

$$\text{FAR} = \frac{\text{Total covered area on all floors}}{\text{Plot area}}$$

Note. The term FAR is synonymous with floor space index (FSI)."

13. Strong reliance is placed on Rule 15.4.2, which reads as under:

"**15.4.2.** In addition to Rules 15.4.1.1(*a*), (*b*) and (*c*) and 17.7.3, the following shall not be included in covered area or FAR and built-up area calculations:

(*a*) A basement or cellar space under a building constructed on stilts and used as parking space, and air conditioning plant rooms used as accessory to the principal use;

(*b*) Electric cabin or substation, watchman's booth of maximum size of 1.6 sq m with minimum width or diameter of 1.2 m, pump house, garage shaft, space required for location of fire hydrants, electric fittings and water tanks;

(*c*) Projection as specifically exempted under these Rules;

(*d*) Staircase room and/or lift rooms above the topmost storey, architectural features, chimneys, elevated tanks of dimensions as permissible under these Rules;

Note. The shaft provided for lift shall be taken for covered area calculations only on one floor up to the minimum required as per these Rules;

(*e*) One room admeasuring 2 m × 3 m on the ground floor of cooperative housing societies or apartment owners/cooperative societies buildings and other multi-storeyed buildings as office-cum-letter box room;

(*f*) Rockery, well and well structures, plant, nursery, water pool, swimming pool, (if uncovered) platform round a tree, tank fountain, bench, chabutra with open top and unenclosed sides by walls, ramps, compound wall, gate, slide, swing, overhead water tank on top buildings;

(g) (*Deleted*);

(*h*) Sanitary block subject to provision of Rule 15.4.1(*a*) and built-up area not more than 4 sq m."

14. The contention of the learned Senior Counsel appearing for the project proponent is that while calculating the built-up area the constructions mentioned in Rules 15.4.1.1(*a*), (*b*) and (*c*) and Rule 17.7.3 in addition to the

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areas specifically exempted under Rule 15.4.2 are to be excluded. He submits that if the built-up area is calculated in accordance with DCR then the project proponent has till date not constructed the built-up area of 57,658.42 sq m, which it was permitted to construct under the EC granted to it on 4-4-2008.

15. On the other hand, the stand of the Union of India and the original applicant is that built-up area means all area which is covered regardless of the area being FSI or non-FSI in terms of the EIA Notification of 2006. The building/construction projects are covered by Item 8 of the schedule to the EIA Notification dated 14-9-2006. Construction of a project which is covered under the schedule can be commenced only after obtaining EC in terms of Para 2 of the said notification. The schedule itself categorises the various projects and activities into two categories being "Category A" and "Category B". "Category A" projects require clearance by the Central Government in the Ministry of Environment, Forests and Climate Change on the recommendation of the Expert Appraisal Committee to be constituted by the Central Government whereas those activities which form "Category B" of the schedule including modernisation and expansion of such projects require EC from the State/Union Territory Environment Impact Assessment Authority (SEIAA) and such authority is required to base its decision on the recommendation of the State/Union Territory Level Expert Appraisal Committee (SEAC). There is further division of "Category B" into B-1 and B-2. B-1 projects require Environmental Impact Assessment (EIA) Report to be prepared and scoping to be done whereas B-2 projects do not require any Environmental Impact Assessment Report. Item 8 of the schedule, with which we are concerned, reads as follows:

"(1)	(2)	(3)	(4)	(5)
8			***Building/Construction projects/Area development projects and townships***	
(*a*)	Building and construction projects		≥20,000 sq m and <1,50,000 sq m of built-up area#	#(built-up area for covered construction; in the case of facilities open to the sky, it will be the activity area)
(*b*)	Townships and area development projects		Covering an area >50 ha and or built-up area >1,50,000 sq m ++	++All projects under Item 8(*b*) shall be appraised as Category B-1."

16. From a bare perusal of the two hashtags (#) in Columns 4 and 5 of Item 8(*a*), it is apparent that what is shown under Column 5 is actually a continuation of Column 4 and basically it describes or defines "built-up area" to mean covered construction and if the facilities are open to the sky, it will be taken to be the activity area. This by itself clearly shows that under the notification of 2006, all constructed area, which is covered and not open to the sky has to be treated as "built-up area". There is no exception for non-FSI area.

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17. Indeed, the concept of FSI or non-FSI has no concern or connection with grant of EC. The same may be relevant for the purposes of building plans under municipal laws and regulations but it has no linkage or connectivity with the grant of EC. When EC is to be granted, the authority which has to grant such clearance is only required to ensure that the project does not violate environmental norms. While projects and activities, as mentioned in the notification, may be allowed to go on, the authority while granting permission should ensure that the adverse impact on the environment is kept to the minimum. Therefore, the authority granting EC may lay down conditions which the project proponent must comply with. While doing so, such authority is not concerned whether the area to be constructed is FSI area or non-FSI area. Both will have an equally deleterious effect on the environment. Construction implies usage of a lot of materials like sand, gravel, steel, glass, marble, etc., all of which will impact the environment. Merely because under the municipal laws some of this construction is excluded while calculating the FSI is no ground to exclude it while granting the EC. Therefore, when EC is granted for a particular construction it includes both FSI and non-FSI areas. As far as environmental laws are concerned, all covered construction, which is not open to the sky is to be treated as built-up area in terms of the EIA Notification dated 14-9-2006.

Notification of 4-4-2011

18. Our attention has been drawn to the Notification dated 4-4-2011 issued by the Ministry of Environment and Forests. By means of this notification, the words of Column 5 against Item 8(*a*) have been replaced and substituted as under:

> "The built-up area for the purpose of this Notification is defined as 'the built-up or covered area on all the floors put together including basement(s) and other service areas, which are proposed in the building/construction projects'."

This notification clearly defines "built-up area" as all constructed area including basement and service areas without any exception.

19. The learned Senior Counsel appearing for the project proponent has submitted that this notification is only prospective in nature and, therefore, will not affect the notification of 2006. On the other hand, it has been submitted by the original applicant that this is only a clarificatory notification and as such it will come into force with effect from 2006. In our opinion, it is not at all necessary to decide whether this notification is clarificatory or is in substitution of the original notification of 2006. We say this because as held by us above, there is no ambiguity with regard to the definition of "built-up area" even under the notification of 2006 and it covers all constructed area not open to the sky. The notification of 2011 only provides that the built-up area or covered area shall be the area of all floors put together including basement(s) and other service areas. We may again re-emphasise that this definition also is in consonance with the concept of grant of EC for construction as explained

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above and it is obvious that the concept of FSI or non-FSI area is alien to environmental laws.

Clarification dated 7-7-2017

20. Strong reliance has been placed by the project proponent on the office memorandum dated 7-7-2017 issued by Dr Ashish Kumar, Joint Director, Ministry of Environment, Forests and Climate Change. The said office memorandum reads as follows:

F. No. 22-35/2017-IA.III
Government of India
Ministry of Environment, Forests and Climate Change
(Impact Assessment Division)
******

Indira Paryavaran Bhawan
Jor Bag Road, Aliganj,
New Delhi - 110 003
Dated 7-7-2017

OFFICE MEMORANDUM

Sub.: Clarification on the date of applicability of Notification No. S.O.(E) 695 dated 4-4-2011 issued by MoEF & CC defining "built-up area" of the project.

The Ministry is in receipt of a reference dated 3-4-2017 from Confederation of Real Estate Developers Association of India (CREDAI) seeking clarification on the abovementioned subject. CREDAI has requested that the definition of built-up area (BUA) given vide Notification No. S.O. 695(E) dated 4-4-2011 should have prospective effect.

2. The matter has been examined in the Ministry. BUA defined in Notification No. S.O. 1533 (E) dated 14-9-2006 mentions at Item 8(*a*) Columns 4 and 5 "built-up area for covered construction, in the case of facilities open to sky, it will be the activity area".

3. The Ministry has further defined BUA vide its Notification No. S.O. 695 (E) dated 4-4-2011 which reads as, "the built-up or covered area on all the floors put together including its basement and other service areas, which are proposed in the building or construction project".

4. The definition provided in the Ministry's notification will have its effect from the prospective date of the notification only. The projects which are not covered in the period of above notifications should be assessed as per the definition of built-up area provided in the building bye-laws or Development Control Regulation (DCR) of the local authorities in the States.

5. This issues with approval of competent authority.

sd/-
(Dr Ashish Kumar)
Joint Director Ph: 011-24695474
Email: ashish.k@nic.in

All States/UTs/SIEAAs/MoEF & CC Divisions

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21. It is urged on the basis of the aforesaid memorandum that prior to the Notification dated 4-4-2011, the built-up area had to be calculated and assessed as per the building bye-laws or the Development Control Regulations of the local authorities in the States. On behalf of the original applicant, it has been urged that this memorandum is meaningless and that it has been issued when the matter was pending before NGT, at the instance of one of the Directors of the project proponent, Shri Atul Goel, who was Joint Secretary of Confederation of Real Estate Developers Association of India (CREDAI), Pune.

22. Without going into this aspect of the matter, we are clearly of the view that such an office memorandum could not and should not have been issued. The Notification dated 14-9-2006 is a statutory notification issued in terms of Rule 5(3) of the Environment (Protection) Rules, 1986 which provides that before such a notification is issued, the Central Government has to give notice of its intention of issuing a notification and objections to the same are invited. No doubt the Central Government is empowered in public interest to dispense with the requirement of notice but this obviously has to be done in exceptional cases. The Notification dated 14-9-2006 was issued by the Central Government and published in the gazette after inviting objections from the public. The first clarification with regard to this notification was issued on 4-4-2011 to which we have adverted above. These two decisions of the Central Government which were notified as per the provisions of law could not have been set at naught by the Joint Director even if it was issued with the approval of a higher authority. We are of the view that since such decision has not been notified in the gazette, the statutory Notification dated 14-9-2006 and its subsequent clarification dated 4-4-2011 could not have been virtually set aside by this office memorandum.

23. We are also of the view that the so-called office memorandum is not at all clarificatory in nature. As held by us above, the notification of 2006 with regard to "built-up area" was absolutely clear and needed no clarification. We fail to understand how the concept of built-up area as understood in the building bye-laws or DCR could be introduced into the notification of 2006 by this office memorandum which virtually made the notification of 2006 totally redundant. Therefore, we quash the office memorandum dated 7-7-2017.

24. This is not the first time that we have noticed such clarificatory communications being issued by the officials of the Ministry of Environment, Forests and Climate Change, which virtually have the effect of nullifying the statutory provisions and notifications. We have adverted to some of these communications in our judgment in *Common Cause* v. *Union of India*[3]. We expect the officials of the Ministry of Environment, Forests and Climate Change to take a stand which prevents the environment and ecology from being damaged, rather than issuing clarifications which actually help the project proponents to flout the law and harm the environment.

3 (2017) 9 SCC 499

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25. In view of the above, we are clearly of the view that the EC granted to the project proponent on 4-4-2008 was for constructing a total built-up area of 57,658.42 sq m and this would include all covered construction not open to the sky. No artificial division on the basis of FSI and non-FSI area can be made. Therefore, NGT was fully justified in coming to the conclusion that the construction raised by the project proponent was in total violation of the EC granted to it.

Environmental clearance dated 20-11-2017

26. The project proponent has drawn our attention to the EC for expansion of the project in question granted to it by the State Level Environment Impact Assessment Authority (SEIAA) on 20-11-2017. We may note that this clearance indicates that the existing construction comprises of 738 flats and 115 shops which have been completed, 69 flats and 2 shops which are under construction, meaning thereby that 807 flats and 117 shops are already in existence and in addition thereto 454 more flats and cultural centre are sought to be constructed. This will take the total number of flats to 1261 and number of shops to 117. We may also notice that SEIAA has laid down general conditions for pre-construction phase and the first condition is as follows:

> "(1) This environmental clearance (EC) is issued for total built-up area of 1,47,219.45 m^2 as approved by local planning authority. It is noted that the total proposed construction area is 1,47,219.45 m^2 which includes the area of previous EC (dated 4-4-2008) 57,658.42 m^2 and the proposed expansion area of 89,561.03 sq m. However, the above area of 1,47,219.45 sq m is notional as the non-FSI area component of the previous EC is not included in 1,47,219.45 m^2. After considering the non-FSI area of the previous EC, the total built-up area becomes 1,81,230.94 m^2. SEIAA has also taken note of the clarification issued by MoEF and CC vide office memorandum dated 7-7-2017, stating the definition of built-up area will be assessed as per the building bye-laws or DCR of the local authorities in the States."

27. The aforementioned condition itself clearly shows that the non-FSI area constructed by the project proponent under first EC of 4-4-2008 has not been taken into consideration. The project proponent has raised construction in Plot No. 1 of an FSI area measuring 48,424.66 sq m, and non-FSI area measuring 46,088.47 sq m. Therefore, the total construction raised in Plot No. 1 is 94,513.13 sq m. In Plot No. 2, the construction raised on an FSI area is 630.55 sq m and on the non-FSI area is 4,858.57 sq m and, therefore, the total construction already raised in Plot No. 2 is 5489.12 sq m. The total construction raised by the project proponent is 1,00,002.25 sq m against the built-up area of 57,658.42 sq m mentioned in the EC of 4-4-2008. This could not have been ignored by SEIAA.

28. In case the total construction raised by the project proponent is taken as 1,00,002.25 sq m and if the area of the proposed construction is added then the project will fall in B-1 category and, therefore, SEIAA had no authority to

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grant EC by treating the project as falling under Category B-2. Furthermore, the EC dated 20-11-2017 is also illegal as the same has been granted on the presumption of the order dated 31-5-2016 passed by the Principal Secretary, Environment Department, State of Maharashtra holding that the construction of 18 buildings instead of 12 buildings is permissible. The EC completely lost sight of the fact that the order dated 31-5-2016 was quashed and set aside by NGT in its order dated 27-9-2016[1]. We may note that the official who passed the order on 31-5-2016 was the same official, who held the office of Member-Secretary of SEIAA, which granted environmental clearance on 20-11-2017. Therefore, the EC dated 20-11-2017 was beyond the authority of SEIAA and was granted under a totally false assumption and the same is therefore quashed and set aside.

Allegations made by the original applicant against various officials

29. NGT in its order dated 27-9-2016[1], has found that there was suppression of facts by the officers of PMC. NGT also directed the Chief Secretary to the State of Maharashtra to take notice of the conduct of the officers who were misleading the Department of Environment. Costs were imposed on PMC, Department of Environment and SEIAA. This has been challenged before us by PMC.

30. The original applicant, both in his original application filed before NGT and in appeal filed before us as well as in other proceedings, has made serious allegations against individual officers of PMC as well as SEIAA and specially the Principal Secretary, Environment Department, Government of Maharashtra. However, for reasons best known to the original applicant, none of these individuals has been made a party in personal capacity in these proceedings. The law is well settled that no person can be condemned unheard. It would, therefore, not be fair on our part, to deal with allegations made against individuals who are not parties to the petition and who have had no chance to reply to the allegations levelled against them. Therefore, we refrain from commenting on the conduct of the officials in their individual capacity.

31. However, as far as their official capacity is concerned, we are of the view that NGT was fully justified in coming to the conclusion that certain officials of PMC were going out of their way to help the project proponent and we, therefore, uphold the directions given by NGT in its order dated 27-9-2016[1] in this regard. In view of what we have discussed above, it is more than apparent that despite notifications of 2006 and 2011 being clear and unambiguous, the officials of PMC have given an interpretation which was tailor-made to suit the project proponent. This was being done even before the clarification of 7-7-2017 was issued. This clearly indicates that some officials of PMC were espousing the case of the project proponent at the cost of the environment.

32. We may also observe that prima facie we are of the view that the Principal Secretary, Environment Department, Government of Maharashtra

1 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4213

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has not acted in a fair and transparent manner. The allegations made by the original applicant cannot be lightly brushed aside. In the original order dated 27-9-2016[1], NGT held as follows: (*Tanaji Balasaheb case*[1], SCC OnLine NGT para 42)

> "42. From the extracted portion of the order dated 31-5-2016 of Principal Secretary, Environment Department, it is seen that he has declared construction of 18 buildings on the site instead of 12 buildings is permissible which, according to him, only a changes on configuration of buildings. This opinion undoubtedly is based on his erroneous conclusion that total BUA which is nothing but FSI consumed i.e. 48,617.14 sq m which is within the EC limit as against the actual construction activity which has exceeded over 1,00,000 sq m BUA. Hence, we set aside that order/communication dated 31-5-2016."

The official holding the post of Principal Secretary must have been aware of these directions because he was a party to the proceedings before NGT. Despite that, while granting fresh EC on 20-11-2017, this official noticed that reference to the Environment Department for verification of files was withdrawn vide letter dated 31-5-2016 and the matter has been considered afresh. When the letter dated 31-5-2016 had been quashed the obvious result would be that action had to be taken in accordance with the earlier directions in the 27th meeting of SEAC III (Non-MMR) held from 10-3-2015 to 13-3-2015 and the 87th meeting of SEIAA held on 10-8-2015 to 12-8-2015. This was not done. His actions need to be looked into and, therefore, we uphold the direction given by NGT directing the Chief Secretary to the State of Maharashtra to take notice of the conduct of the officers concerned. We further direct the Chief Secretary to file detailed report in respect of the conduct of the then Principal Secretary, Department of Environment to NGT within 3 months which will thereafter pass appropriate directions in the matter.

Challenge to the order dated 8-1-2018 passed in Tanaji Balasaheb Gambhire v. Union of India[2]

33. This order has been challenged both by the project proponent by amending the appeal and by the original applicant by filing a separate appeal.

34. Section 19(4)(*f*) of the National Green Tribunal Act, 2010 provides that the Tribunal shall have the same powers as are vested in civil courts while trying a suit in respect of matters relating to review of its decisions. Therefore, the power of review vested with NGT is akin to the power vested with the civil court. As such, the principles which govern the exercise of review jurisdiction before a civil court will apply with equal force to NGT.

35. Rule 22(2) of the National Green Tribunal (Practices and Procedure) Rules, 2011 provides that a review application shall ordinarily be heard by the Tribunal at the same place of sitting which has passed the order unless the Chairperson may, for reasons to be recorded in writing, direct it to be heard by

1 *Tanaji Balasaheb Gambhire v. Union of India*, 2016 SCC OnLine NGT 4213
2 2018 SCC OnLine NGT 302

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the Tribunal sitting at any other place. Sub-rule (3) of Rule 22 provides that ordinarily review application shall be disposed of by circulation.

36. Since the powers of review which NGT exercises are akin to those of a civil court, it would be pertinent to refer to the relevant portions of Order 47 of the Civil Procedure Code, 1908, which read as follows:

> "**1.** ***Application for review of judgment.*** (1) Any person considering himself aggrieved
>
> (*a*) by a decree or order from which an appeal is allowed, but from which no appeal has been preferred,
>
> (*b*) by a decree or order from which no appeal is allowed, or
>
> (*c*) by a decision on a reference from a Court of Small Causes,
>
> and who, from the discovery of new and important matter or evidence which, after the exercise of due diligence was not within his knowledge or could not be produced by him at the time when the decree was passed or order made, or on account of some mistake or error apparent on the face of the record, or for any other sufficient reason, desires to obtain a review of the decree passed or order made against him, may apply for a review of judgment to the court which passed the decree or made the order.
>
> (2) A party who is not appealing from a decree or order may apply for a review of judgment notwithstanding the pendency of an appeal by some other party except where the ground of such appeal is common to the applicant and the appellant, or when, being respondent, he can present to the appellate court the case on which he applies for the review.
>
> * * *
>
> **5.** ***Application for review in court consisting of two or more Judges.***— Where the Judge or Judges, or any one of the Judges, who passed the decree or made the order, a review of which is applied for, continues or continue attached to the court at the time when the application for a review is presented, and is not or are not precluded by absence or other cause for a period of six months next after the application from considering the decree or order to which the application refers, such Judge or Judges or any of them shall hear the application, and no other Judge or Judges of the court shall hear the same."

37. The project proponent has urged various grounds to challenge the order passed in the review application. The first ground is that whereas the original order was passed by a Bench comprising of Dr Justice Jawad Rahim and Dr Ajay A. Deshpande, the review application was heard and decided by a Bench comprising of Justice U.D. Salvi and Dr Nagin Nanda. It has been urged that Dr Justice Jawad Rahim continues to be a Judicial Member of NGT and, in fact, was sitting in the Western Bench at Pune on 8-1-2018 when the impugned judgment[2] in review was pronounced by NGT.

38. We are clearly of the view that a review petition should normally be heard by the same Bench which originally decided the matter. A review

2 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2018 SCC OnLine NGT 302

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petition should not be heard by any other Bench unless it is impossible or totally impracticable for the earlier Bench to hear the matter. In a review petition, like in the present case, where the review petitioner contends that certain arguments raised by him have not been considered then it is only the Judges who originally heard the matter who can decide whether such point was urged or not. In the present case, the review application was based mainly on the contention that the affidavit dated 18-5-2016 was not taken into consideration by the Bench.

39. It is well known that parties raise various contentions in their pleadings or in their evidence. On many occasions when arguments are heard many of the pleas are not urged. Any judicial authority including NGT which is presided over by a judicial member who may be a retired Judge of this Court or of a High Court is expected to deal with all contentions raised before it. There is a presumption that judicial authorities must have dealt with all the contentions raised before them. If a party urges that some of the contentions urged by it have not been taken into consideration then it has to file a review application and it is but obvious that such review application should be heard by the same Bench which had originally heard the matter.

40. Sub-rule (3) of Rule 22 of the National Green Tribunal (Practices and Procedure) Rules, 2011 clearly lays down that a review application shall be disposed of by circulation. If the review application is to be disposed of by circulation then there is no problem in the matter being circulated before the very same Bench which had earlier heard the matter. This can be done even at a place which may be different from the original place of hearing. It is only if the Bench decides to give oral hearing in the review application and notice is issued to the opposite party that sub-rule (2) of Rule 22 will come into operation. According to sub-rule (2), the matter should ordinarily be heard at the same place of sitting where it was originally decided. However, this is not a mandatory direction because sub-rule (2) itself contemplates that the matter shall "ordinarily" be heard at the same place. In tribunals like NGT where members may be transferred from one Bench to another or may be attending a Bench on circuit then problems can sometimes arise. These issues can be easily resolved by resorting to the latest technology and if necessary, the arguments in such cases can be heard by videoconferencing. The normal rule that the same Bench should hear the review application should not be disturbed unless it is virtually impossible for the original Bench to hear the matter or the members of the Bench themselves opt not to hear the matter.

41. In this behalf, we must remind ourselves that the power of review is a power to be sparingly used. As pithily put by V.R. Krishna Iyer, J., "A plea for review, unless the first judicial view is manifestly distorted, is like asking for the moon"[4]. The power of review is not like appellate power. It is to be exercised only when there is an error apparent on the face of the record. Therefore, judicial discipline requires that a review application should be heard by the same Bench. Otherwise, it will become an intra-court appeal to another

4 *Northern India Caterers (India) Ltd.* v. *Lt. Governor of Delhi*, (1980) 2 SCC 167, p. 173, para 14 : 1980 SCC (Tax) 222

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Bench before the same court or tribunal. This would totally undermine judicial discipline and judicial consistency.

42. We may refer to the judgment of this Court in *Malthesh Gudda Pooja* v. *State of Karnataka*[5]. In that case, a writ appeal was disposed[6] of by a Division Bench comprising of Hon'ble V. Gopala Gowda and L. Narayana Swamy, JJ., at the Dharwad Circuit Bench of the Karnataka High Court. Thereafter, a review petition was filed before a Bench comprising of Hon'ble K. Sreedhar Rao and Ravi Malimath, JJ. An objection was raised that the review petition should be heard by the same Judges who had originally heard the matter but this objection was overruled and the review petition was allowed[7] and the appeal was ordered to be listed afresh before the Division Bench. This appeal was listed before the Dharwad Circuit Bench consisting of Hon'ble D.V. Shailendra Kumar and N. Ananda, JJ. This Bench held that the order of review passed was a nullity since the Judges who had heard the review should not have heard the same especially when the Judges of the original Bench were available. The matter came to this Court and this Court after referring to Order 47 Rule 5 CPC and Rule 5 of the High Court of Karnataka Rules, 1959 and taking note of the fact that the Chief Justice of the Karnataka High Court had passed an order that the review petition be listed as per roster held as follows: (SCC pp. 341-42, paras 18-20)

> "*18.* Order 47 Rule 5 of the Code and Chapter 3 Rule 5 of the High Court Rules require, and in fact mandate that if the Judges who made the order in regard to which review is sought continue to be the Judges of the Court, they should hear the application for review and not any other Judges unless precluded by death, retirement or absence from the Court for a period of six months from the date of the application. An application for review is not an appeal or a revision to a superior court but a request to the same court to recall or reconsider its decision on the limited grounds prescribed for review. The reason for requiring the same Judges to hear the application for review is simple. Judges who decided the matter would have heard it at length, applied their mind and would know best, the facts and legal position in the context of which the decision was rendered. They will be able to appreciate the point in issue, when the grounds for review are raised. If the matter should go before another Bench, the Judges constituting that Bench will be looking at the matter for the first time and will have to familiarise themselves about the entire case to know whether the grounds for review exist. Further, when it goes before some other Bench, there is always a chance that the members of the new Bench may be influenced by their own perspectives, which need not necessarily be that of the Bench which decided the case.

5 (2011) 15 SCC 330 : (2014) 2 SCC (Civ) 473
6 *Malthesh Gudda Pooja* v. *State of Karnataka*, 2009 SCC OnLine Kar 919
7 *Malthesh Gudda Pooja* v. *State of Karnataka*, 2009 SCC OnLine Kar 918

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19. Benjamin Cardozo's celebrated statement in *The Nature of Judicial Process* (pp. 12-13) is relevant in this context:

> 'There is in each of us a stream of tendency, whether you choose to call it philosophy or not, which gives coherence to thought and action. Judges cannot escape that current any more than other mortals. All their lives, forces which they do not recognise and cannot name, have been tugging at them—inherited instincts, traditional beliefs, acquired convictions ... In this mental background every problem finds its setting. We may try to see things as objectively as we please. Nonetheless, we can never see them with any eye except our own.'

20. Necessarily, therefore, when a Bench other than the Bench which rendered the judgment, is required to consider an application for review, there is every likelihood of some tendency on the part of a different Bench to look at the matter slightly differently from the manner in which the authors of the judgment looked at it. Therefore the rule of consistency and finality of decisions, makes it necessary that subject to circumstances which may make it impossible or impractical for the original Bench to hear it, the review applications should be considered by the Judge or Judges who heard and decided the matter or if one of them is not available, at least by a Bench consisting of the other Judge. It is only where both Judges are not available (due to the reasons mentioned above) the applications for review will have to be placed before some other Bench as there is no alternative. But when the Judges or at least one of them, who rendered the judgment, continues to be members or member of the court and available to perform normal duties, all efforts should be made to place it before them. The said requirement should not be routinely dispensed with."

43. A perusal of the above judgment leaves no manner of doubt that this Court has held that in terms of Order 47 Rule 5 CPC, a review should normally be heard by the same Bench which passed the original order. We may reiterate the reasons given by this Court. These are:

43.1. The Judges who heard the matter originally have applied their mind and would know best the facts and legal position;

43.2. They will be in the best position to appreciate the matter in issue when a review is filed;

43.3. If the matter goes before another Bench that Bench will have to virtually hear the matter afresh;

43.4. Most importantly, when the matter goes to a new Bench the members of the new Bench may go by their own perspective and philosophy which may be totally different to that of the Bench which originally heard the matter.

44. We may again re-emphasise that judicial discipline, judicial traditions and consistency in pronouncements require that the Bench which heard the matter originally should hear the review petition unless it is virtually impractical for the original Bench to hear the matter, or where the members of the original Bench recuse.

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45. Another ground raised is that the statutory appeal was already pending in this Court against the original order when the review application was taken up for hearing. It is contended, on the basis of Order 47 Rule 1(2) CPC, that review application should not have been taken up for hearing because the original applicant could have before this Court taken up all the points which he had taken in his review application. It is also contended that this is not a case where there is an error apparent on record and as such the power of review could not have been exercised. As far as the facts of this case are concerned, we are clearly of the view that the original applicant could have raised all issues which he raised in review application even by filing a counter-affidavit in the appeal filed by the project proponent or by challenging the original order in this Court as he has done now. In this context, once this Court was seized of the matter and all issues were being urged, NGT should not have proceeded to hear the review application.

46. We may add that on 21-12-2016[8], the review application itself was listed before the Bench of Dr Justice Jawad Rahim and Dr Ajay A. Deshpande, which adjourned the matter to 25-1-2017 to hear it regarding maintainability of the review application in view of the statutory appeal provided under the National Green Tribunal Act, 2010. However, the matter got listed before the other Bench and on 25-7-2017[9], the said Bench considered this objection raised by the project proponent in terms of Order 47 Rule 1 CPC and the Bench held as follows: (*Tanaji Gambhire case*[9], SCC OnLine NGT)

> "Having perused the record, we find that the appellant is seeking quashing of the order of compensation in totality and the review applicant is seeking enhancement of the compensation granted by the Tribunal. We do not see any commonality in the grounds resorted to by the applicant and appellant in the said appeal. Exception to sub-clause (2) of Order 47 Rule 1 of the Code of Civil Procedure, therefore, does not come to the help of Respondent 9. We are, therefore, of the considered opinion that the review application is maintainable. Plea of non-maintainability of the review application is rejected."

47. We are of the view that the aforesaid finding is incorrect. The project proponent had not only challenged the original order of NGT on the ground that he had not violated the EC but also on the ground that the damages awarded were highly excessive. Therefore, the question that what should be the extent of damages was specifically before this Court. We are, therefore, clearly of the opinion that the Bench hearing the review application erred in holding that the review application was maintainable despite the appeal pending before this Court.

48. We may also note that the Bench which heard the review has rejected all other grounds of review mainly on the ground that there is no error apparent on the face of the record but has only dealt with the issue of enhancement

8 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4217
9 *Tanaji Gambhire* v. *Union of India*, 2017 SCC OnLine NGT 1954

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of damages to be imposed on the basis of "carbon footprint" relying on the affidavit dated 18-5-2016. The Bench noted that this affidavit had not been taken into consideration by the earlier Bench. How could the latter Bench hearing the review application know whether any reference was made to this affidavit at the time of original hearing or not? In fact, the project proponent urges that this affidavit was never filed on 18-5-2016.

49. Here, it would be pertinent to mention that according to the original applicant he was given oral permission by the Bench to file such an affidavit on 23-2-2016. We have perused the order dated 23-2-2016[10] and find that it makes no mention of any such request being made. If there is no such request then the question of issuing an oral direction to file such an affidavit does not arise. We may also add that after 23-2-2016, the matter was listed on numerous occasions i.e. 16-3-2016[11], 5-4-2016[12], 18-4-2016[13], 22-4-2016[14], 2-5-2016[15] and 5-5-2016[16] before NGT. In none of the orders there is any reference to carbon footprint or to any affidavit to be filed by the original applicant. If an oral permission had been given, obviously the original applicant would have either filed an application or would have made a request that he wants to file such an affidavit.

50. The affidavit in question is dated 18-5-2016 and it is alleged that it was filed on 18-5-2016. The matter was listed for hearing on 19-5-2016[17] on which date also there is no reference to any such affidavit. It would be pertinent to note that in between the project proponent had filed an MA No. 389 of 2016 before the Principal Bench stating that an interim order dated 23-12-2015[18] had been passed against it and the matter was not being heard and, therefore, it may be heard by a Bench presided over by Dr Justice Jawad Rahim, who apparently was holding Court in the Pune Bench at that time and the Principal Bench allowed the same on 2-5-2016[19] directing that the matter be listed before the Bench presided over by Dr Justice Jawad Rahim. On 19-5-2016, the original applicant sought time stating that he had filed review application against the order dated 2-5-2016[19] before the Principal Bench praying that the matter should be heard by the earlier Bench presided over by Justice U.D. Salvi and, therefore, the matter could not be heard by Dr Justice Jawad Rahim on that day and was further adjourned to 23-5-2016. There is no reference to carbon footprint in the order dated 19-5-2016[17]. On 23-5-2016[20], the matter was heard by the Bench presided over by Dr Justice Jawad Rahim and the orders reserved.

10 *Tanaji Balasaheb Ganbhire* v. *Union of India*, 2016 SCC OnLine NGT 4201
11 *Tanaji Balasaheb Ganbhire* v. *Union of India*, 2016 SCC OnLine NGT 4204
12 *Tanaji Balasaheb Ganbhire* v. *Union of India*, 2016 SCC OnLine NGT 4205
13 *Tanaji Balasaheb Ganbhire* v. *Union of India*, 2016 SCC OnLine NGT 4206
14 *Tanaji Balasaheb Ganbhire* v. *Union of India*, 2016 SCC OnLine NGT 4219
15 *Tanaji Balasaheb Ganbhire* v. *Union of India*, 2016 SCC OnLine NGT 4203
16 *Tanaji Balasaheb Ganbhire* v. *Union of India*, 2016 SCC OnLine NGT 4207
17 *Tanaji Balasaheb Ganbhire* v. *Union of India*, 2016 SCC OnLine NGT 4208
18 *Tanaji Balasaheb Ganbhire* v. *Union of India*, 2015 SCC OnLine NGT 838
19 *Tanaji Balasaheb Ganbhire* v. *Union of India*, 2016 SCC OnLine NGT 1330
20 *Tanaji Balasaheb Ganbhire* v. *Union of India*, 2016 SCC OnLine NGT 4209

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In this order also there is no reference to the affidavit with regard to carbon footprint. If the filing of the affidavit would have been brought to the notice of the Bench, it would have recorded in the order that some fresh affidavit had been filed. Subsequently, the project proponent, who is the contesting respondent, filed an application on 20-7-2016 praying that in the meantime he had obtained permission of the Environment Department and SEIAA to which we have adverted hereinabove.

51. The original applicant sought time to file counter-affidavit. The matter was adjourned[21] to 28-7-2016 for rehearing deleting the same from reserved list since there were subsequent developments. On 28-7-2016[22], the matter was got adjourned to 2-8-2016 on which date[23] some execution application for implementation of the interim orders was taken up and direction was issued to PMC. The matter was again taken up on 8-8-2016[24], 19-8-2016[25] and 24-8-2016[26] when the hearing was closed and judgment was pronounced through videoconferencing on 27-9-2016[1]. In none of these orders any mention was made for carbon footprint or to the affidavit on the basis of which the review application was filed. On 23-5-2016, the project proponent filed reply to the affidavit dated 18-5-2016 filed by the original applicant in which they raised objections that such affidavit was not filed on 18-5-2016 and the copy of the same was handed over to them on 20-5-2016 and the original applicant had no permission to file such an affidavit. All these disputed issues as to whether such an affidavit was filed with the permission of the Court or it was referred to in the first hearing or in the second hearing could only be decided by the Bench which had heard the matter on 23-5-2016[20] or on 24-8-2016[26] on which dates the original application was reserved for orders.

52. We are of the considered view that the review application should have been heard by a Bench headed by Dr Justice Jawad Rahim who was admittedly available and in fact continues to be a member of NGT. Therefore, we are constrained to set aside the order passed in *Tanaji Balasaheb Gambhire* v. *Union of India*[2] dated 8-1-2018.

Is demolition the only answer?

53. The next issue which arises is that what we should do with the construction. A large number of flats are already occupied and a large number of persons have paid money for occupying these flats. The learned counsel appearing for those persons who have purchased the flats urged that the flats should not be demolished otherwise they shall be put to great monetary loss.

21 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4215
22 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4210
23 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4211
24 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4202
25 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4212
26 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4214
1 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4213
20 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4209
2 2018 SCC OnLine NGT 302

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As pointed out above, now there are 807 flats and 117 shops which are either constructed or under construction. These flats are 1, 1.5 and 2 BHK flats and small shops and offices. The project proponent has already taken money from these persons and a large number of flats and shops have already been occupied and even where the remaining flats and shops are not occupied, persons belonging to the middle class have invested their life's earnings in this project. Keeping in view the interest of these third parties who were not parties before NGT, we are of the view that in the peculiar facts and circumstances of the case, demolition is not the answer. This would put innocent people at loss. Normally, this Court is loath to legalise illegal constructions but in the present case we have no option but to do so.

54. We hasten to clarify that the project proponent cannot be permitted to build any more flats. What we are permitting him to do is to only complete construction of 807 flats, 117 shops/offices and cultural centre including the clubhouse. We make it clear that he shall not be allowed to build the two buildings in which he was to construct 454 tenements, and will obviously have to return the money with interest @ 9% p.a. to the individual(s) who have invested in the same. There is no equity in favour of these persons since the plan to raise this construction was submitted only after 2014 when the validity of the earlier EC had already ended. Therefore, though we uphold the order of NGT dated 27-9-2016[1] that demolition is not the answer in the peculiar facts of the case, we also make it clear that the project proponent cannot be permitted to build nothing more than 807 flats, 117 shops/offices, cultural centre and clubhouse.

Whether the original applicant is entitled to special damages?

55. On behalf of the original applicant various issues were raised before us which had not been raised before NGT and find no mention either in the original order or even in the order under review. We are not considering those issues. It was urged that the project proponent has reduced the area of cultural centre. This averment is not correct as pointed out by the Senior Counsel appearing for the Union of India. The development plan is not only for the area under the project but covers a much larger area where more than one builder and projects may be involved. It is not the responsibility of only one builder to provide the entire community services and these have to be provided pro rata by all developers of projects in the area. It was also alleged that the builder had built 3 basements which are illegal.

56. On the other hand, it was contended by the learned Senior Counsel for the project proponent that one of the basements has already been blocked and the other two basements shall also not be put in use and would be completely blocked off. We make it clear that PMC and SEIAA will ensure that the project proponent blocks the basements in such a manner that they can never be put to any use. Another argument raised by the original applicant was that the project proponent had stated that though he would not use any groundwater, however, it has utilised the groundwater and violated the condition of the EC. Reliance

1 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4213

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is placed on certain photographs showing water being pumped. On the other hand, on behalf of the project proponent it has been urged that this water was being pumped out from the excavated area when the building was built and the water level had risen. We cannot decide this disputed question of fact in these proceedings.

57. We may also point out that in this case the original applicant has tried to project the case as if he is filing the case in the public interest and has prayed for certain general directions. He has also claimed special damages for himself. The main grievance of the original applicant is with regard to the violation of the EC and according to him these violations started in the year 2009. The original applicant had applied for a flat in the project in question and had issued notice to the project proponent on 21-10-2011 about deficiency in service. This notice was replied to on 17-11-2011. Thereafter, the original applicant filed Consumer Complaint No. 95 of 2012 on 22-2-2012. This complaint was decided on 20-11-2014. Thereafter, the order of the District Consumer Disputes Redressal Forum was challenged before the State Consumer Disputes Redressal Commission both by the project proponent and original applicant in February 2015. It appears that thereafter there were complaints and counter-complaints filed by the parties against each other and the project proponent filed a civil suit for defamation against the original applicant on 2-12-2015 and it was only thereafter on 7-12-2015 an application was filed in NGT by the original applicant. We are highlighting these facts only to emphasise the fact that this litigation is obviously not a public interest litigation. Therefore, the claim of the original applicant to award him special damages cannot be accepted.

Quantification of damages

58. We need to decide and re-assess the issue of damages since the original applicant has also challenged the original order of NGT. While assessing the damages we may note certain facts:

58.1. The EC was granted on 4-4-2008 but construction commenced after issuance of consent to establish dated 20-6-2009 and the EC would be valid for a period of 5 years from the date of such consent i.e. up to 19-6-2014;

58.2. The EC dated 4-4-2008 was granted for construction of built-up area of 57,658.42 sq m, whereas admittedly, as of now the constructed built-up area is 1,00,002.25 sq m. Therefore, there is clear-cut violation of the terms of the EC;

58.3. Any construction raised after 19-6-2014 is without any EC especially since we have held that EC granted on 20-11-2017 is invalid.

Carbon footprint

59. The main case of the original applicant is that the damages should be assessed on a scientific basis by calculating the damage caused to the environment by the project proponent on the basis of "carbon footprint". In the

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absence of detailed submissions, we find ourselves totally unequipped to go into this aspect of the matter.

60. In the original application filed by the original applicant before NGT, there is no reference to carbon footprint. Even when evidence was initially led, no reference was made to the same. The concept of carbon footprint was introduced by the original applicant only in his affidavit dated 18-5-2016. In fact, according to the project proponent, this affidavit was not even filed on 18-5-2016. It appears to us that there is no order of NGT specifically permitting the original applicant to file such an affidavit. The submission of the original applicant is that he was orally permitted to file the same. These disputed questions would have been only decided by the Original Bench and, therefore, we have already set aside the order passed in *Tanaji Balasaheb Gambhire* v. *Union of India*[2] dated 8-1-2018.

61. The courts cannot introduce a new concept of assessing and levying damages unless expert evidence in this behalf is led or there are some well-established principles. We find that no such principles have been accepted or established in the present case. When there are no pleadings in this regard we fail to understand how the concept of carbon footprint can be introduced after evidence has been closed, at the stage of arguments. We cannot assess the impact in actual terms and, therefore, we can only impose damages or costs on principles which have been well settled by law.

62. We may also note that the method to which the original applicant referred to is not part of any law, rule or executive instructions. This method is no doubt used to compensate and impose damages on nations but we cannot apply this method while imposing damages on a person who violates the EC. We may also add that the calculation made by the original applicant in his affidavit dated 18-5-2016 filed before NGT are based on assumptions some of which we have not found to be correct, namely — (*1*) use of groundwater; (*2*) reduction of cultural centre space; (*3*) construction of basements, etc.

63. We may make it clear that we are not laying down the law that damages cannot be assessed on the basis of carbon footprint. In a case where expert evidence in this behalf is led or on the basis of empirical data it is established that by applying the principles of carbon footprint damages can be assessed, the Court may, in the facts and circumstances of the case, rely upon such data but, in the present case, there is no such reliable material.

64. Having held so we are definitely of the view that the project proponent who has violated law with impunity cannot be allowed to go scot-free. This Court has in a number of cases awarded 5% of the project cost as damages. This is the general law. However, in the present case we feel that damages should be higher keeping in view the totally intransigent and unapologetic behaviour of the project proponent. He has manoeuvred and manipulated officials and authorities. Instead of 12 buildings, he has constructed 18; from 552 flats the number of flats has gone up to 807 and now two more buildings having 454 flats are proposed. The project proponent contends that he has made smaller flats

2 2018 SCC OnLine NGT 302

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and, therefore, the number of flats has increased. He could not have done this without getting fresh EC. With the increase in the number of flats the number of persons residing therein is bound to increase. This will impact the amount of water requirement, the amount of parking space, the amount of open area, etc. Therefore, in the present case, we are clearly of the view that the project proponent should be and is directed to pay damages of Rs 100 crores or 10% of the project cost, whichever is more. We also make it clear that while calculating the project cost the entire cost of the land based on the circle rate of the area in the year 2014 shall be added. The cost of construction shall be calculated on the basis of the schedule of rates approved by the Public Works Department (PWD) of the State of Maharashtra for the year 2014. In case the PWD of Maharashtra has not approved any such rates then the Central Public Works Department rates for similar construction shall be applicable. We have fixed the base year as 2014 since the original EC expired in 2014 and most of the illegal construction took place after 2014. In addition thereto, if the project proponent has taken advantage of transfer of development rights (for short "TDR") with reference to this project or is entitled to any TDR, the benefit of the same shall be forfeited and if he has already taken the benefit then the same shall either be recovered from him or be adjusted against its future projects. The project proponent shall also pay a sum of Rs 5 crores as damages, in addition to the above for contravening mandatory provisions of environmental laws.

65. Normally, this Court is not inclined to grant ex post facto EC. However, in the peculiar facts of this case, we direct that once the project proponent deposits the amount of damages as directed by us then the project proponent may approach the appropriate authority for grant of EC. The authority may impose such conditions for grant of EC as it deems necessary.

Findings and directions

66. We summarise our findings and directions as follows:

66.1. That built-up area under the notification of 14-9-2006 means all constructed area which is not open to the sky.

66.2. Built-up area under the Notification of 4-4-2011 means all covered area including basement and service areas.

66.3. The communication dated 7-7-2017 is totally illegal and accordingly quashed.

66.4. The original application cannot be treated as a public interest litigation.

66.5. We are not taking note of the allegations levelled against the individuals who have not been arrayed as parties.

66.6. That the order dated 27-9-2016[1] of NGT is upheld except insofar as Direction 1 is concerned.

66.7. The order in review application passed by NGT on 8-1-2018[2] is held to be totally illegal and is accordingly set aside.

1 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4213
2 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2018 SCC OnLine NGT 302

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66.8. We uphold the original order dated 27-9-2016[1] holding that the construction raised by the project proponent was in violation of the environmental clearance granted to it on 4-4-2008. We uphold the fine imposed upon PMC and the direction given to PMC to take appropriate action against the erring officials. We also uphold the direction given to the Chief Secretary to the State of Maharashtra and in addition, direct that the Chief Secretary to the State of Maharashtra shall look into the conduct of the official holding the post of Principal Secretary (Environment) to the Government of Maharashtra on 27-9-2016 and will submit his report to NGT within three months from today.

66.9. We impose damages of Rs 100 crores or 10% of the project cost, whichever is higher, on the project proponent and in addition thereto, project proponent will pay Rs 5 crores as levied by NGT in its order dated 27-9-2016[1].

66.10. Project proponent shall not be permitted to raise construction of two buildings having 454 tenements.

66.11. We direct that the project proponent shall only be permitted to complete construction of a total 807 flats, 117 shops/offices and cultural centre including clubhouse.

66.12. The project proponent will only be permitted to seek environmental clearance for completion of the project subject to payment of costs in the aforesaid terms and it may be granted ex post facto environmental clearance in the peculiar facts of the case, on such terms and conditions as the environmental authority deems fit and proper.

66.13. The project proponent is granted six months' time to deposit the amount of damages imposed in terms of Direction 66.9 supra in the Registry of this Court. In case the project proponent does not deposit the amount within six months then all the assets of the project proponent i.e. M/s Goel Ganga Developers India Pvt. Ltd. as well as its Directors shall be attached and the amount of damages shall be recovered by sale of those assets. It is further directed that in case this amount is not deposited within the period of six months then the licence/registration/permission granted to M/s Goel Ganga Developers India Pvt. Ltd. to develop any "real estate project" within the meaning of the Real Estate (Regulation and Development) Act, 2016 shall be cancelled and the project proponent i.e. M/s Goel Ganga Developers India Pvt. Ltd. and its Directors shall not be granted permission to develop any "real estate project" under the Real Estate (Regulation and Development) Act, 2016 without permission of this Court.

66.14. The matter be listed on 22-10-2018 for issuing appropriate directions as to how the amount of damages are to be utilised;

67. All the appeals are disposed of in the aforesaid terms. Pending application(s), if any, shall also stand disposed of.

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1 *Tanaji Balasaheb Gambhire* v. *Union of India*, 2016 SCC OnLine NGT 4213

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ANNEXURE O-22

[redacted] NEXURE A/2

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BEFORE THE NATIO[redacted]BUNAL, NEW DELHI

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O.A No. 238 of 2015

Anil Uppal & Ors. .....Applicants

Versus

Union of India & Others .....Respondents

Status report of Mohan Singh, District Town Planner, Gurgaon, Department of Town & Country Planning Department, Haryana on behalf of respondent no. 5.

1. That the Hon'ble Tribunal vide order dated 05.06.2015, while issuing notice to respondents, issued a direction to the respondent no. 5 being Department of Town and Country Planning and Respondent No. 3 being Haryana State Pollution Board, to inspect the place concerned and file the status report. Therefore, the Hon'ble Tribunal vide order dated 28.07.2015 record the submission furnished by Respondents No. 2-5 and 7-11 that the status report will be filed alongwith the reply. Furthermore, the Hon'ble Tribunal observed that "it is necessary that the status report also reveals the particulars of the park and open spaces available in the area and whether they are as per the declaration of the Respondent No. 6 which have been put forth in the present application".

2. That the Respondent No. 5 herein had already filed its reply before the Hon'ble Tribunal providing the factual status as well as the detailed submissions with respect to the matter in dispute, obviating the requirement of filing a separate status report and

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thereby incorporating the status report within the body of the Reply, after the inspection of the place as per the direction of the Hon'ble Tribunal, in order to facilitate the Hon'ble Tribunal to have the entire factual matrix with respect to the answering respondent.

3. That the Hon'ble Tribunal while hearing the matter on 19.02.2016 at the stage after the completion of pleading, was pleased to observe that Respondent No. 5- Department of Town & Country Planning and Respondent No. 3 - Haryana State Pollution Controlled Board were specifically directed to file the status report, revealing the particulars of the park and open space available in the area and whether they are per the declaration submitted by Respondent No. 6.

4. That Respondent No. 5 in compliance of the order dated 19.02.2016 and order dated 29.03.2016 passed by the Hon'ble Tribunal is filing the present status report as per the sanctioned layout plan of the colony.

5. That since the Hon'ble Tribunal had made a reference to the Deed of Declaration dated 25.03.2009 to be referred to for the purposes of determining that the park and open area corresponding to the park and open space as mentioned in the declaration dated 25.03.2009. As the declaration pertains to the Lagoon Residential Apartment Complex, therefore, reference was compulsorily to be had to the revised zoning plan, layout plan, building plans and area of Lagoon Residential Apartment Complex vis-à-vis the Master Layout Plan of the Ambience Island integrated colony where Lagoon Residential Apartment Complex is located.

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6. It may be submitted here that Deed of Declaration, filed by Respondent No. 6, is to be in accordance with Section 11 of Haryana Apartment Ownership Act, 1983 and for the perusal sake of the Hon'ble Tribunal Section 11 of the Act are reproduced herein:-

> *11. Contents of Declaration:*
>
> *The declaration shall contain the following particulars, namely:-*
>
> *(a) Description of land on which the building and improvements are to be located and whether the land is freehold or leasehold;*
>
> *(b) Description of the building stating the number of storey and basement, the number of apartments and the principal materials of which it is or is to be constructed;*
>
> *(c) the apartment number of each apartment and a statement of its location, approximate area, number of rooms and immediate common area to which it has access any other data necessary for its proper identification;*
>
> *(d) description of the common areas and facilities;*
>
> *(e) description of the limited common area and facilities, if any, stating to which apartments their use is reserved;*
>
> *(f) value of the property and of each apartment and the percentage of undivided interest in the common areas and facilities appertaining to each apartment and its owner for all purposes, including voting, and a statement that the apartment and such percentage of undivided interest are not encumbered in any manner whatsoever or not on the date of the declaration;*

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(g) statement of the purposes for which the building and each of the apartments are intended and restricted as to use;

(h) the name of a person to receive service of process in the cases hereinafter provided, together with the residence or place of business of such persons which shall be within the city, town or village in which the building is located;

(i) provisions as to the percentage of votes b the apartments owners which shall he determinative of whether to rebuilt, repair, restore or sell the property in the event of damage or destruction of all or part of the property;

(j) any other details in connection with the property which the person executing the declaration may deem desirable to set for the consistent with this act; and

(k) the method by which the declaration may be amended consistent with the provisions of this Act.

(2) A true copy of each of the declaration and bye- laws- and all amendments to the declaration or the bye-laws shall be filed in the office of the competent authority.

7. That as already apprised to this Hon'ble Court in the earlier written statement filed. It is submitted that for proper identification of the land of integrated colony, the entire 'Ambience Island' has been divided by the colonizer into '29' plots for residential, commercial and institutional purposes as per approved Master Layout Plan first in the year 2005 and revised in 2013. The Lagoon Residential Apartment Complex has been assigned Plot No. 29. In this plan, the developed area under group housing scheme has been indicated as 11.83 acres having permissible FAR of 83780 sq. mtr. It is also submitted that out of 15 towers provided in Lagoon Complex, the Occupation Certificate of 13 towers (A to M) was

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issued vide this office letter dated 31.12.2001 and for the remaining 2 towers (B1 & C1) was issued on 02.03.2005. The developed area (11.83 acres) and FAR shown in the Master Layout Plan refers to the area and FAR utilized for the development of Lagoon Residential Apartment Complex. The same area has been indicated in the Deed of Declaration (DOD) dated 25.03.2009) filed by the colonizer as per provisions of Section 2 of the Haryana Apartment Ownership Act, 1983. Thus, the area of 11.83 acres for which Deed of Declaration has been filed is only for purposes of achieving FAR and not the actual licensed area.

8. That after due site inspection by the Respondent herein it has been observed that the construction of the Lagoon Residential Apartment Complex has been done in accordance with the approved layout plan for Lagoon Residential Apartment Complex at plot no. 29. The park and green areas has been provided as per the approved layout plan of the Lagoon Residential Apartment Complex. The open area including the green area on site at the time of inspection is 6670.97 sq mtr, which is as per the approved /sanctioned plan of the total area as mentioned in annexed as **(Annexure -R-1)**. The said area is as prescribed in entry 11 of the approved Zoning Plan dated 25.10.2001 **(Annexure-R-2)**. It has been observed that the open area on site has been provided as per approved layout plan of Lagoon Residential Apartment Complex. There is no violation as regards to green area and open areas vis-à-vis the layout plan approved by Respondent No. 5.

9. Therefore, in view of the aforesaid the Respondent herein craves leave of this Hon'ble Tribunal to place on record the present status report and be read conjointly as part parcel of the earlier reply of the Respondent herein, which is being filed in compliance of the

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order dated 19.02.2016 passed by this Hon'ble Tribunal in O.A No. 238/2015 titled as "Anil Uppal & Ors Union of India & Ors".

(Mohan Singh)
District Town Planner, Gurgaon
Department of Town & Country Planning,
Haryana, on behalf of Respondent No. 5

Place- Gurgaon
Dated- 5/5/16

VERIFICATION:

Verified that the contents of para no. 1 to 9 of the preliminary submissions are true and correct to my knowledge and based on information derived from the official records which are believed by me to be correct. Legal submissions are based on advice. No part of it is false and nothing material has been concealed herein.

(Mohan Singh)
District Town Planner, Gurgaon
Department of Town & Country Planning,
Haryana, on behalf of Respondent No. 5

Place- Gurgaon
Dated- 5/5/16

National Green Tribunal New Delhi

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ANNEXURE O-23 Report of 45 10 of

BY Hand

भारत सरकार
GOVERNMENT OF INDIA
पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय
MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE
उत्तर क्षेत्रीय कार्यालय, चंडीगढ़ / **Northern Regional Office, Chandigarh**

F. No.: 4-889/2010-RO (NZ)/334-337 Dated: 07.11.2019

To

Dr. Subrata Bose, Scientist-F, IA – III Division (Infrastructure),
Ministry of Environment, Forest & Climate Change,
Indira Paryavaran Bhawan, Jor Bagh Road,
New Delhi – 110 003.
(Email: subrata.bose@nic.in)

Sub.-: O.A. No. 238 of 2015 in the matter of Anil Uppal Vs. Union of India, pending before Hon'ble NGT, Principle Bench at New Delhi – Submission of **report on 'Quantification of environmental compensation in terms of the loss of environmental benefits/ services** reg.

Ref.-: i. EC no. SEIAA/HR/2010/704 dated 01.09.2010
ii. MoEF&CC vide letter dated 24.09.2019.

Sir,

With reference to the cited subject and letter under reference, this office has convened a meeting on 22.10.2019 at Northern Regional Office, Ministry of Environment, Forest & Climate Change, Chandigarh on 'Quantification of environmental compensation in terms of the loss of environmental benefits/ services in the matter of O.A. No. 238/2015 in the matter of Anil Uppal Vs. Union of India.'

As per decision taken in the meeting a report on quantification of environmental compensation has been prepared jointly by the representatives of the MoEF&CC, CPCB & Haryana SPCB. The total value of environmental compensation has been assessed and calculated by using formula given in the *"Report of the CPCB In-house Committee on Methodology for Assessing Environmental Compensation and Action Plan to utilize the fund"* as given below and **submitted for your necessary action**:

- **Environmental Compensation** = 50 x 609 x 100 x 1.5 x 1.5 = **₹68,51,250** (Rupees Sixty Eight Lakhs Fifty One Thousand Two Hundred and Fifty Only).

Enclosed: A/A

Yours faithfully,

4/11/2019
(Dr. K. K. Garg)
Scientist-C

Copy to:

1. The Shri Arvind Nautiyal, Joint Secretary (Infrastructure), IA – III Division (Infrastructure), Ministry of Environment, Forest & Climate Change, Indira

बेज नं. 24-25, सेक्टर-31ए, चंडीगढ़-160030 / **Bays No. 24-25, Sector-31 A, Chandigarh-160030**
दूरभाष/**Tel No:** 0172-2638994 **Fax No:** 0172-2638135 **Email:** chdmoefenv@gmail.com; rouz.chd-mef@nic.in

J. Rose 08.11.19

ADC(VKS)

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Paryavaran Bhawan, Jor Bagh Road, New Delhi – 110 003 for information. **(Email: arvind.nautiyal@gov.in)**

2. The Member Secretary, Haryana Pollution Control Board, C-11, Sector-6, Panchkula, Haryana-134109 for information. **(Email: hspcbms@gmail.com).**
3. The Member Secretary, Central Pollution Control Board, Parivesh Bhawan, CBD-cum office complex, East Arjun Nagar, New Delhi -110 032 for information. **(Email: mscb.cpcb@nic.in)**

बेज नं. 24-25, सेक्टर-31ए, चंडीगढ़-160030 / Bays No. 24-25, Sector-31 A, Chandigarh-160030
दूरभाष/Tel No: 0172-2638994 **Fax No:** 0172-2638135 **Email:** chdmoefenv@gmail.com; ronz.chd-mef@nic.in

Report on 'Quantification of environmental compensation in terms of the loss of environmental benefits/ services in the matter of O.A. No. 238/2015 in the matter of Anil Uppal Vs. Union of India'.

On the basis of deliberations during the meeting convened on 22.10.2019 at Northern Regional Office, Ministry of Environment, Forest & Climate Change, Chandigarh on above subject matter a **"Report on quantification of environmental compensation has been prepared jointly by the representatives of the MoEF&CC, CPCB & Haryana SPCB as per directions received from MoEF&CC, New Delhi.** Minutes of the meeting is attached as **Annexure-1.**

Clause by clause issues relating to non-compliances noticed by representatives of MoEF&CC and Haryana SPCB during their joint monitoring visit to the project site on 02.07.2019, were discussed to identify the extent of non-compliance. After detailed deliberations and taking inputs from all representatives following decisions were taken:-

Specific Cond. No.	Condition as per EC	Field Observations	Decision
IV	The solid waste generated should be properly collected and segregated. Bio-degradable waste will be decomposed at site and Dry/inert solid waste should be disposed off to approve sites for land filling after recovering recyclable material.	No solid waste segregation facility was observed by MoEF&CC representative at project site during the visit. However, PP vide letter dated 22.07.2019 has submitted the photographs of dual bins provided at the project site for segregation of solid waste. It was observed that PP has installed bio-degradable waste composting machine at the basement of the project. PP has submitted the copy of agreement with 'Sharma Enterprises' dated 1.09.2016 for collection of dry solid waste and valid up to 31.08.2021.	It was concluded that the project was having a biodegradable waste composting machine at the basement but the bins were only provided adjacent to it instead of at every floor. Considering the commercial nature of the project and limited quantity of solid waste generation (other than bio-degradable type waste) and agreement submitted by the PP for collection and disposal solid waste by third party, it was decided that this condition doesn't warrant any environmental compensation as such.
VII	The project proponent should maintain at least 20% as green cover area for tree plantation especially all round the periphery of the project and on the road sides	During the visit of MoEF & CC representative, it was observed that plantation to achieve proper green belt as per the norms of CPCB was not there however, if only number of trees are to be considered irrespective of	It was decided that the plantation calculations claimed by the PP is inadequate and as per the MoEF&CC Notification dated 09/12/2016 and the condition stated therein the environment clearance letter regarding 20 % green cover, total number of trees should be 294

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	preferably with local species so as to provide protection against particulates and noise. The open spaces inside the plot should be preferably landscaped and covered with vegetation/grass.	placement of trees, the PP has submitted that This project is having land area 23500 m^2 and they have provided 128 trees which theoretically covers 20% area of land on the basis of MoEF & CC notification dated 09.12.2016 which requires 1 tree per 80 m^2 of area. Approx 128 trees were observed during the visit. PP has also provided the drawing of tree plantation.	against which only 128 trees have been reported by PP so far. Detailed calculation is given below: • Total plot = 23500 m^2 • As per MoEF&CC notification dated 09.12.2016 trees required to be planted = 1 tree/80 m^2 area. • Total no. of trees to be planted = 23500/80 = 293.75 or say 294. • Total no. of trees planted as claimed by PP = 128 • Shortage of trees as per notification = 294 - 128 = 166 • As per EC condition PP is required to develop greenbelt in 20% area of the entire project. • Percentage of greenbelt area not developed by PP (out of 20%) = (166÷294) × 20 ≈11% Accordingly this condition was considered for the purpose of Environmental compensation calculation.
VIII	Weep holes in the compound front walls shall be provided to ensure natural drainage of rainwater in the catchment area during the monsoon period.	No weep holes have been observed in the compound front wall during the visit.	The condition has been taken as non-complied and considered for the purpose of Environmental compensation calculation.
XIII	Energy conservation measures like installation of CFLs/TFLs for lighting the areas outside the	PP has provided CFLs/TFLs for lighting the areas outside the building. PP has not provided the information for disposal of used CFLs/TFLs.	It has been noted on the date of inspection, that the solar panels were not installed making the condition non-compliant and has been considered for the purpose of

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	building should be integral part of the project design and should be in place before project commissioning. Used CFLs/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 adopted to the maximum extent possible for energy conservation.	No solar panels have been observed at project site by MoEF&CC representative. Same has been informed by the PP during the site visit. However, after the site visit vide its letter dated 22.07.2019 PP has submitted photographs of solar panels installed on roof top.	Environmental compensation calculation.
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 points from the roads adjoining the proposed project site. Parking should be fully internalized and no public space should be used.	PP has provided 03 basements + stilt for parking instead of 4 basement +stilt as per EC. PP has submitted that they have parking space for 855 ECS at basements, stilt and open parking space.	The absence of one basement has been noted as a violation of building bye laws which resulted into shortage of parking spaces as envisaged in the Environmental Clearance dated 01.09.2010, wherein, PP was supposed to provide ECS facility for 1276 vehicles. But ECS for only 855 vehicles are created leaving a gap of 433 vehicles. Accordingly, the condition has been considered for the purpose of Environmental compensation calculation.

After identifying non-compliances of conditions of Environment Clearances dated 01.09.2010, the assessment of environmental compensation has been calculated as below:

a. 'Quantification of Environmental Compensation has been done on the basis of Joint Monitoring Report submitted by NRO Chandigarh & Haryana State Pollution Control Board (Haryana SPCB) and no further site visit is required.

b. Environmental Compensation has been calculated on the basis of ***"Report of the CPCB In-house Committee on Methodology for Assessing Environmental Compensation and Action Plan to utilize the fund"*** as specified under item (b) of para 1.3 *"Not complying with the directions issued,*

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such as direction for closure due to non-installation of OCEMS, non-adherence to the action plans submitted etc" under Section 1.3 (Methodology for Assessing Environmental Compensation.

Environmental Compensation has been assessed by using the following formula given under Section 1.3.1 of the CPCB Report, i.e.,

EC (Environmental Compensation) = **PI** (Pollution Index for Industrial Sector) × **N** (Number of days of violation took place) × **R** (Factor in Rupees for Environmental Compensation) × **S** (Factor for Scale of operation) × **LF** (Location factor)

Where,

PI (Pollution Index): It has been decided that for orange category project (Building and Construction) has been taken as 50;

N (Number of days violation took place): It has been decided that the date of violation be considered from the date of issue of Consent to Operate (CTO), which was 31.08.2017. Therefore, N = 609 (time elapsed between 31.08.2017 & 02.07.2019 the date of monitoring);

R (Factor in Rupees for Environmental Compensation): It has been decided that the value of 'R' be fixed on the basis of percentage violation observed with respect to non-compliance of conditions of Environmental Clearance. In the present case, 04 (four) non-compliance were identified in the meeting out of total 22 conditions. Accordingly, percentage of violation was calculated (4÷22) x 100 = 18.18%. On the basis of percentage violation, the value of R was calculated 500x18.18% = 90.90. However, as per CPCB Report, minimum value of R is 100, therefore, minimum value of R=100 has been considered for calculation of environmental compensation;

S (Factor of scale of operation): The value of 'S' depends on the project cost, which is 1.5 for large scale projects having cost greater than 10 Crores. In the present case, cost of the project is 108 crores, which is greater than 10 crores. Therefore, value of 'S' has been taken as 1.5 for calculation of environmental compensation;

LF (Location factor): The population (2011) of Gurugram was 8,76,969. Therefore, value of LF in present case has been taken as 1.5 for calculation of environmental compensation;

c. On the basis of above considerations, the total value of Environmental Compensation has been assessed as:

Environmental Compensation = 50 x 609 x 100 x 1.5 x 1.5 = **₹68,51,250** (Rupees Sixty Eight Lakhs Fifty One Thousand Two Hundred and Fifty Only).

4/11/2019

Dr. K. K. Garg
(Scientist 'C', NRO MoEF&CC, Chandigarh)

Shri Vishal Gandhi
(Scientist 'D', CPCB)

Shri Vijay Chaudary
(AEE, HSPCB)

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Annexure-1

Minutes of the meeting convened on 22.10.2019 at Northern Regional Office, Ministry of Environment, Forest & Climate Change, Chandigarh on 'Quantification of environmental compensation in terms of the loss of environmental benefits/ services in the matter of O.A. No. 238/2015 in the matter of Anil Uppal Vs. Union of India.'

In compliance to the directions received from Ministry, New Delhi on the subject cited above, a meeting was convened under the Chairmanship of Dy. Director General of Forests (C) & HOD, Northern Regional Office, Chandigarh on 22.10.2019 at 12:30 PM to discuss the issues related with 'Quantification of environmental compensation in terms of the loss of environmental benefits/ services in the matter of O.A. No. 238/2015 in the matter of Anil Uppal Vs. Union of India.' The meeting was attended by the representatives of Central Pollution Control Board (CPCB) and Haryana State Pollution Control Board (HSPCB). List of participants is annexed at ***Annexure-A***.

During the meeting, Dr. K.K. Garg, Sc.'C' appraised the members about the issues involved in the matter flowing out of directions of Hon'ble NGT vide its order dated 09.01.2018 & 29.04.2019 regarding the need to quantify compensation for environmental benefits/services, if any, for non-compliance of the environmental conditions by M/s Ambience Developers Pvt. Ltd.

Clause by clause issues relating to non-compliances noticed by representatives of MoEF&CC and Haryana SPCB during their joint monitoring visit to the project site on 02.07.2019 were discussed to identify the extent of non-compliance. After detailed deliberations and taking inputs from all experts present in the meeting the following decisions were taken in the meeting:-

Specific Cond. No.	Condition as per EC	Field Observations	Decision taken in the meeting
IV	The solid waste generated should be properly collected and segregated. Bio-degradable waste will be decomposed at site and Dry/inert solid waste should be disposed off to approve sites for land filling after recovering recyclable material.	No solid waste segregation facility was observed by MoEF&CC representative at project site during the visit. However, PP vide letter dated 22.07.2019 has submitted the photographs of dual bins provided at the project site for segregation of solid waste. It was observed that PP has installed bio-degradable waste composting machine at the basement of the project. PP has submitted the copy of agreement with 'Sharma Enterprises' dated 1.09.2016 for collection of dry solid waste and valid up to 31.08.2021.	During discussions it was concluded that the project was having a biodegradable waste composting machine at the basement but the bins were only provided adjacent to it instead of at every floor. Considering the commercial nature of the project and limited quantity of solid waste generation (other than bio-degradable type waste) and agreement submitted by the PP for collection and disposal solid waste by third party, it was decided that this condition doesn't warrant any environmental compensation as such.
	The project proponent should maintain at	During the visit of MoEF & CC representative, it was observed	After discussions it was decided that the plantation calculations claimed by the PP is inadequate and as per

Annexure-1

VII	least 20% as green cover area for tree plantation especially all round the periphery of the project and on the road sides preferably with local species so as to provide protection against particulates and noise. The open spaces inside the plot should be preferably landscaped and covered with vegetation/grass.	that plantation to achieve proper green belt as per the norms of CPCB was not there however, if only number of trees are to be considered irrespective of placement of trees, the PP has submitted that This project is having land area 23500 m^2 and they have provided 128 trees which theoretically covers 20% area of land on the basis of MoEF & CC notification dated 09.12.2016 which requires 1 tree per 80 m^2 of area. Approx 128 trees were observed during the visit. PP has also provided the drawing of tree plantation.	the MoEF&CC Notification dated 09/12/2016 and the condition stated therein the environment clearance letter regarding 20 % green cover, total number of trees should be 294 against which only 128 trees have been reported by PP so far. Detailed calculation is given below: • Total plot = 23500 m^2 • As per MoEF&CC notification dated 09.12.2016 trees required to be planted = 1 tree/80 m^2 area. • Total no. of trees to be planted = 23500/80 = 293.75 or say 294. • Total no. of trees planted as claimed by PP = 128 • Shortage of trees as per notification = 294 - 128 = 166 • As per EC condition PP is required to develop greenbelt in 20% area of the entire project. • Percentage of greenbelt area not developed by PP (out of 20%) = (166÷294) × 20 ≈11% Accordingly this condition was considered for the purpose of Environmental compensation calculation.
VIII	Weep holes in the compound front walls shall be provided to ensure natural drainage of rainwater in the catchment area during the monsoon period.	No weep holes have been observed in the compound front wall during the visit.	The condition has been taken as non-complied and considered for the purpose of Environmental compensation calculation.

Annexure-1

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/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 adopted to the maximum extent possible for energy conservation.	PP has provided CFLs/TFLs for lighting the areas outside the building. PP has not provided the information for disposal of used CFLs/TFLs. No solar panels have been observed at project site by MoEF&CC representative. Same has been informed by the PP during the site visit. However, after the site visit vide its letter dated 22.07.2019 PP has submitted photographs of solar panels installed on roof top.	It has been noted on the date of inspection, that the solar panels were not installed making the condition non-compliant and has been considered for the purpose of Environmental compensation calculation.
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 points from the roads adjoining the proposed project site. Parking should be fully internalized and no public space should be used.	PP has provided 03 basements + stilt for parking instead of 4 basement +stilt as per EC. PP has submitted that they have parking space for 855 ECS at basements, stilt and open parking space.	The absence of one basement has been noted as a violation of building bye laws which resulted into shortage of parking spaces as envisaged in the Environmental Clearance dated 01.09.2010, wherein, PP was supposed to provide ECS facility for 1276 vehicles. But ECS for only 855 vehicles are created leaving a gap of 433 vehicles. Accordingly, the condition has been considered for the purpose of Environmental compensation calculation.

Annexure-1

After identifying non-compliances of conditions of Environment Clearances dated 10.09.2010, the assessment of environmental compensation has been calculated as below:

a. 'Quantification of Environmental Compensation to be done on the basis of Joint Monitoring Report submitted by NRO Chandigarh & Haryana State Pollution Control Board (Haryana SPCB) and no further site visit is required.

b. Environmental Compensation to be calculated on the basis of ***"Report of the CPCB In-house Committee on Methodology for Assessing Environmental Compensation and Action Plan to utilize the fund"*** as specified under item (b) of para 1.3 *"Not complying with the directions issued, such as direction for closure due to non-installation of OCEMS, non-adherence to the action plans submitted etc" under* Section 1.3 (Methodology for Assessing Environmental Compensation.

Environmental Compensation to be assessed by using the following formula given under Section 1.3.1 of the CPCB Report, i.e.,

EC (Environmental Compensation) = **PI** (Pollution Index for Industrial Sector) × **N** (Number of days of violation took place)×**R** (Factor in Rupees for Environmental Compensation) × **S** (Factor for Scale of operation) × **LF** (Location factor)

where,

PI (Pollution Index): It has been decided that for orange category project (Building and Construction) has been taken as 50;

N (Number of days violation took place): It has been decided that the date of violation be considered from the date of issue of Consent to Operate (CTO), which was 31.08.2017. Therefore, N = 609 (time elapsed between 31.08.2017 & 02.07.2019 the date of monitoring);

R (Factor in Rupees for Environmental Compensation): It has been decided that the value of 'R' be fixed on the basis of percentage violation observed with respect to non-compliance of conditions of Environmental Clearance. In the present case, 04 (four) non-compliance were identified in the meeting out of total 22 conditions. Accordingly, percentage of violation was calculated (4÷22) x 100 = 18.18%. On the basis of percentage violation, the value of R was calculated 500x18.18% = 90.90. However, as per CPCB Report, minimum value of R is 100, therefore, minimum value of R=100 has been considered for calculation of environmental compensation;

S (Factor of scale of operation): The value of 'S' depends on the project cost, which is 1.5 for large scale projects having cost greater than 10 Crores. In the present case, cost of the project is 108 crores, which is greater than 10 crores. Therefore, value of 'S' has been taken as 1.5 for calculation of environmental compensation;

LF (Location factor): The population (2011) of Gurugram was 8,76,969. Therefore, value of LF in present case has been taken as 1.5 for calculation of environmental compensation;

c. On the basis of above considerations, the total value of Environmental Compensation has been assessed as:

Environmental Compensation = 50 x 609 x 100 x 1.5 x 1.5 = **₹68,51,250** (Rupees Sixty Eight Lakhs Fifty One Thousand Two Hundred and Fifty Only)

d. On the basis of above deliberations, it was decided that a "Report on quantification of environmental compensation be prepared jointly by the representatives of the MoEF&CC, CPCB & Haryana SPCB and be submitted to the Ministry.

The meeting ended with the vote of thanks to the chair.

Annexure-A

Attendance Sheet

Meeting held on 22.10.2019 regarding OA NO. 238/2015 at NRO MoEF&CC, Chandigarh

S. No.	Name	Designation/organization	Mobile no. & Email address	Signature
1.	VIJAY CHAUDHARY	AEE., HSPCB, Gurugram(N)	9810960254	
2.	Vishal Gandhi	Sc 'D', CPCR, H.O	9891254423 vishal.cpcb@gmail.com	
3.	CD SINGH	DDGF(Cntrl), NRO, Chd	9868809513	
4.	K.Z. Bhutia	DIGF(C), NRO, Chandigarh	809 109 1055	
5.	S.D. Sharma	DIGF(C) NRO Chd	9816023362	
6.	Dr. Vimal Khatri	Sc 'D', NRO Chandigarh	9464122468	
7.	Dr. K.K. Garg	SC 'C', NRO Chandigarh	08114439730	
8.	M.D. Purohit	Sc-'C' NRO Chandigarh	9413845550	
9.				
10.				
11.				

ANNEXURE O-24

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BEFORE THE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DLEHI

Original Application No. 238 of 2015

IN THE MATTER OF:

ANIL UPPAL & ORS **VS** UNION OF INDIA & ORS

REPORT OF COURT COMMISSIONER AFTER SITE INSPECTION ON 03.09.2016 AND 10.09.2016

(A) TERMS OF REFERENCE:

Vide order dated 16/08/2016, as passed by the Hon'ble Tribunal the undersigned was appointed as a Court Commissioner to carry out inspection of Lagoon Apartments at Gurugram (Gurgaon), Haryana with directions to submit report before Hon'ble Tribunal on next date of hearing i.e 19.09.2016, particularly on following issues:-

1. To verify with reference to the sanctioned layout plan annexure R-1 (placed at page 441 of the record), the factual ground situation regarding the green area nos. 10 shown therein.

2. To verify with reference to the sanctioned layout plan annexure R-1 (placed at page 441 of the record), the factual ground situation regarding the green area nos. 11 shown therein.

5/01/2016
19-09-16

3. To ascertain whether such area (as at 1 and 2 above) has been made available as green area.

The date of the execution of commission was fixed as 03. 09.2016 at 11.30 AM with due intimation to the parties through their counsel, after obtaining Annexure R-1 from Registry of the Hon'ble Tribunal in terms of order dated 16.08.2016. A copy of said Annexure R-1 is enclosed as **Annexure C-1**.

(B) THE PROCEEDINGS:

In terms of the Hon'ble Tribunal order dated 16/08/2016 the undersigned, along with colleague Sh A K Singh, Advocate on Record, Supreme Court, visited the Lagoon Apartments, Gurugram, Haryana as per schedule on 03.09.2016 and interacted at the site with Applicants/ their representatives, District Town Planner & Assistant Town Planner, Gurugram and his staff on behalf of R-5, GM (Architecture) Sh Daksh Dhawan, and Sh Sachdeva, on behalf of R-6 and Counsel of Applicants to fully comprehend the finer details of the subject matter and also carried out the necessary measurement of areas shown green areas No 10 and 11 in R-1/C-1 by using measuring tape provided by R-5. As decided at site on 3.09.2016, undersigned also inspected Lagoon Apartments, Set back area of area no 10 and abutting Sewage Treatment Plant serving Lagoon Apartments as shown in R-1/C-1on 10.09.2016. The Chief Finance Officer, Vice President and General Manager of R-6 were

also present during inspection of the STP. None was present on behalf of R-3 (Haryana State Pollution Control Board) during inspection on both days of site inspection. General sketch plan photograph of entire area where Lagoon Apartments is located is enclosed as **Annexure C-2**.

(C) ISSUE WISE REPORT IS AS UNDER:

ISSUE No 1

To verify with reference to the sanctioned layout plan annexure R-1 (placed at page 441 of the record), the factual ground situation regarding the green area nos. 10 shown therein

FINDING ON ISSUE No 1

On inspection and examination of the area measuring 427 sqm and shown as organised green Area No 10, abutted by site for Water Treatment Plant, Nursery School and Electric Sub Station on the sanctioned plan (Annexure R-1/C-1), the undersigned has found that the ***Area No 10 is not existing as organised green area at site***. The site for nursery school, Water Treatment Plant (Sewage Treatment Plant) and electric substation abutting demarcated area No 10 as shown in R-1, are also not found existing at demarcated location.

ISSUE No. 2

To verify with reference to the sanctioned layout plan annexure R-1 (placed at page 441 of the record), the

factual ground situation regarding the green area nos. 10 shown therein-

FINDING ON ISSUE No 2

On inspection and examination of the area No 11 shown as 688.77 sqm organised green Area on the sanctioned plan R-1, the undersigned has found that ***the Area No 11 is not existing as organised green area at site.***

ISSUE No. 3

To ascertain whether such area (as at 1 and 2 above) has been made available as green area

FIDINGS ON ISSUE No. 3

(a) As per actual ground condition, ***area No 10 and adjoining areas demarcated for Nursery School Water Treatment Plant and Electric Substation*** as shown on R-1/C-1 ***is actually occupied by an Atrium + 12 storey Commercial Building (9 Floors are occupied as informed by representative of R-6) of 42 m height above Ground Level,*** belonging to R-6. It is separated through a 2m high boundary wall from Lagoon Apartment complex.

A road on Lagoon Apartment side and a set back of 7.88m on other side of the boundary wall lie in between the Lagoon Apartments and the Commercial Building.

Building line of the Commercial Building is at a minimum of 13.5 m away from entrance portico of 32.2 m high Block E of Lagoon Apartments. Maximum distance between

of R-6. High decibel Noise is generated from operation of the concrete mixer trucks but it could not be measured due to non-availability of noise meter. Two Photographs of RMC Trucks are enclosed as Annexure C-7.

(b) R-6 has set up a 1.5 MLD multi storeyed (Basement + 3 level) STP located across the road junction near area no 9 as shown in R-1. STP caters to Lagoon Apartments also beside other commercial and residential buildings developed by R-6 in this area.

The aeration tank/ reactor of the STP is found engulfing with foam at top during inspection. Filter press required to separate out sludge is found almost un-used. No fresh/ recent sludge is found in sludge storage area.

Neither any record pertaining to waste water flow at inlet/outlet, energy consumption, chemical use, effluent parameter test reports could be shown at site nor any engineer is found available at STP site.

12 photographs of STP are enclosed as **Annexure C-8 Colly**.

Report is submitted accordingly.

Further direction/guidance is respectfully solicited.

(Inder Kumar Kapila)
Court Commissioner
C-129, Lajpat Nagar-1, New Delhi

Date: 19.09.2016

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ANNEXURE O-25

BEFORE THE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

OA NO. 238/2015

In the Matter of:

Shri Anil Uppal & Ors. ..... Applicants

Vs.

Union of India & Others ..... Respondents

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Respondent no.6

New Delhi,

October 3rd , 2016.

Through

P.K.Agrawal Advocates
C-7, Geetanjali Enclave
New Delhi – 110 017.
Mobile: 9873082898
mercy@pkagrawaladvocates.com

"TRUE COPY"

BEFORE THE NATIONAL GREEN TRIBUNAL 524

PRINCIPAL BENCH, NEW DELHI

OA NO. 238/2015

In the Matter of:

Shri Anil Uppal & Ors. .... Applicants

Vs.

Union of India & Others ..... Respondents

OBJECTIONS/REPLY ON BEHALF OF RESPONDENT NO. 6, TO THE REPORT OF THE LOCAL COMMISSIONER APPOINTED BY THIS HON'BLE TRIBUNAL

That the above mentioned Respondent no. 6 most respectfully begs to submit as under:

Preliminary Objections

1. That the Learned Local Commissioner has much exceeded his brief. He was required to visit and inspect the site with regard to the ground area no. 10 & 11 as shown in the plan filed by the District Town and Country Planner and file his report. There was no direction to him to inspect any other area and/or inspect STP and/or to find fault with it, to measure the distance between the commercial block and the residential block and/or find the presence of 2 ready mix concrete carrying trucks. The report filed by the Learned Local Commissioner is beyond the terms of reference and is wholly biased and is liable to be rejected.
2. That the Learned Local Commissioner exhibited total bias against Respondent no.6 by not even filing the letter addressed to him and the copies of the existing/completion plan of the Lagoon Residential Apartments Complex given to him at the time of inspection. Copy of the letter addressed to him is annexed herewith and marked **as Annexure X-1**. Copy of the existing/completion plan of the Lagoon Residential Apartments Complex is annexed herewith and marked as **AnnexureX-2**.
3. That the Learned Local Commissioner gravely erred in law and facts and acted with patent bias by not even mentioning in his report, the submissions of the officials of District Town and Country Planning that

they had wrongly and by mistake filed the initial sanctioned plan instead of the existing completion plan of the Lagoon Residential Apartments Complex.

4. That the Learned Local Commissioner gravely erred in law and facts and acted with bias in not even filing the measurements taken by him of the open spaces/green areas of the said complex in the presence of the parties and the officials of District Town and Country Planning.
5. That the Learned Local Commissioner was required to act fairly without bias and was required to record on the spot proceedings of the commission in the presence of the parties and get the same signed from them and place the entire material before this Hon'ble Tribunal.
6. That the Learned Local Commissioner seemed to have been extremely eager to get appointed in the present case. He seems to have been intentionally present in the Court Room at the time of hearing of the case. When the question of appointment of Local Commissioner arose, he exhibited eagerness and himself raised his hand to get appointed. The applicant has reasonable apprehension that the appointment of Local Commissioner was stage managed at the behest of the Applicants.

OBJECTIONS/REPLY

1. That the main grievance of the Applicants in the above OA is, that according to entry 11 of the zoning plan, a minimum of 15% of the total area of the Group housing colony has to be marked as open area/green area. The allegation of the Applicants is that the Respondent no.6 has not maintained the said 15% open/green area, in contravention of the entry 11 of the zoning plan.
2. That this Hon'ble Tribunal, vide order dated 5-6-2015 read with orders dated 28-7-2015, 19-2-2016 and 29-3-2016 directed the Department of Town and Country Planning to inspect the site in question and file the status report and to see if the parks and open spaces were the same as given in the Deed of Declaration dated 25-3-2009 filed by the Respondent no. 6.
3. That in the Deed of Declaration, filed by the Respondent no. 6 under Haryana Apartment Ownership Act,1983, it was mentioned that the Lagoon Residential Apartment Complex has been constructed on an area

of 11.83 acres. The open area/green area is mentioned in the sanction plan as well as in the completion plan. The open/green area of the complex is not mentioned in the Declaration, as the same is not required to be mentioned in accordance with the statutory form. According to the Zoning plan, the Respondent no. 6 was required to maintain 15% of the total area as open area/green area. According to Sanction plan the open area/green area is mentioned as 6670.97 sq. mtrs., being 15% of 10.98 acres. In the completion plan, open area/green area is mentioned as 7223.6 sq. mtrs., being 15% of 11.83 acres.

4. That in the initial sanction plan, the Respondent no. 6 was required to make construction of a nursery school, sewage treatment plant (STP) and an electric sub-station.

5. That there were certain permissible and authorized deviations from the initial sanction plan on account of subsequent developments. Initially, in the year 1993, the Respondent no. 6 had the license for development of 18.98 acres of land only. Subsequently till 2004, Director General, Town & Country Planning granted license for the total land of 132.06 acres of land in village Nathupur, Gurgaon. The entire area of 132.06 acres was to be developed as an integrated colony of which Lagoon Residential Apartment Complex was to be a part, sharing all facilities, common roads, open spaces and parks.

6. That after issuance of the licenses in respect of 132.06 acres of land, Respondent no. 6 got prepared Consolidated Zoning plan and Master Lay out plan and got the same approved from DGTCP vide memo no. 1593 dated 9-11-2004 and Memo No. 2081 dated 1-3-2005 respectively. Copy of the Zoning plan dated 9-11-2004 is annexed herewith and marked as **Annexure X-3**. Copy of the Master Lay out plan dated 1-3-2005 is annexed herewith and marked as **Annexure X-4**. The said Zoning plan and the layout plan are for the entire integrated colony on 132.06 acres of land.

7. That in accordance with the Master Layout plan, sewerage treatment plant (STP), electric sub-station and the nursery school were shifted to the other portions of the integrated colony. The entire Lagoon Residential Apartment Complex fell in plot No. 29.

8. That in accordance with the revised Zoning plan and the Master layout plan, the Respondent no.6 filed the Completion plan and obtained the Occupation certificate dated 2-3-2005. Copy of the Occupation certificate is annexed herewith and marked as **Annexure X-5.**

9. That the Respondent no.6 filed the declaration in respect of Lagoon Residential Apartment Complex constructed on plot no. 29 of the Master Layout plan dated 1-3-2005.

10. That the Respondent no.6 had constructed a Commercial office Tower in plot No.3 of the said Master Layout plan after taking due sanction of the authorities. The construction of the said commercial tower has since been completed and completion certificated dated 29.06.2015 has been granted. Copy of the said occupation certificate dated 29.06.2015 is annexed herewith and marked as **Annexure X-6.**

11. Ambience Lagoon Apartments Residents Welfare Association (ALARWA) of which the petitioners are the members, has filed a Civil Writ Petition being CWP NO. 2147 of 2012 in the Hon'ble High Court of Punjab and Haryana challenging the construction of the said Commercial Tower in plot No.3. The said Writ Petition is listed for hearing before the Hon'ble Division Bench.

12. That in order to ascertain if the answering Respondent no. 6 has provided the open space/green area to the extent of 15% of the total area, this Hon'ble Tribunal directed the Department of Town and Country Planning to inspect the site in question and file the status report and to see if the parks and open spaces were the same as given in the Deed of Declaration.

13. That Shri Mohan Singh, District Town Planner, Gurgaon submitted his report dated 5-5-2016 and the said report clearly mentioned that the entire Ambience Island had been divided into 29 plots for residential, commercial and institutional purposes as per the approved master layout plan and that Lagoon Residential Apartment Complex fell in plot no. 29. The District Town Planner, however, instead of filing the completion plan/existing plan in respect of Lagoon Residential Apartment Complex has erroneously filed the initial sanction plan. District Town Planner ought to have filed the completion plan/existing plan and ought to have

inspected the open space/green area with reference to the completion/existing Plan.

14. That the answering Respondent no. 6 has carried out the measurements of Green area/open spaces through its architect and it has been found that the total green / open area is more than 15% of 11.83 acres as mentioned in the declaration filed by the Respondent no. 6. The said plan depicting the existing green area on site of the Lagoon Residential Apartment Complex together with measurements is annexed herewith and marked as **Annexure X-7**. In the said plan, the green areas are marked in green.

15. That the report of the Learned Local Commissioner is totally biased, factually incorrect and is liable to be rejected inter alia on the following grounds:

a. That the Respondent no. 6 apprised the Learned Local Commissioner vide letter dated 25th August,2016, (**Annexure X-1**) that the initial sanction plan has undergone a deviation on account of the subsequent events. The Lagoon Residential Apartment Complex is constructed on plot No.29 of the sanctioned master lay out plan dated 1.03.2005. The Electric Sub-Station, STP and the nursery school had been shifted to the other parts of the integrated colony and that the area of the Lagoon Residential Complex had increased from 10.98 acres to 11.83 acres. It was also apprised to the learned local commissioner that instead of earlier 6670.97 sq.mtr. of the ground area/open space as mentioned in the sanctioned plan, an area of 7223.6 sq.mtr. of open space/green area has been mentioned in the Completion Plan dated 2nd March 2005. The Respondent no. 6 had also provided the existing plan in which the green area were duly marked and calculated. The said area was much more than what was mentioned in the completion plan. The Learned Local Commissioner erroneously and in a biased manner concealed the said facts and the letter from this Hon'ble Tribunal.

b. That the Learned Local Commissioner was provided the assistance of the architect Mr. Daksh Dhawan so that the entire

green areas could be measured and verified at site. The Learned Local Commissioner verified all the said areas, openly declared that the entire existing green area/open space was in accordance with the requirement. It is significant to submit that at the time, the said letter was delivered to the Learned Local Commissioner and the error was pointed out to him, it was suggested by the learned Local Commissioner himself that he would be mentioning the entire facts in details in his report. The Respondent No.6 thus reasonably thought that there was no necessity of approaching the Hon'ble Tribunal for clarifications. The learned Local Commissioner has acted contrary to his assurance /declaration and has not even filed the letter and plans given to him by the Respondent no. 6 along with his report.

c. That the Learned Local Commissioner gravely erred in ignoring the submissions and the factual statements of the District Town Planner and the Assistant Town Planner with regard to the filing of the sanctioned plan erroneously.

d. That the Learned Local Commissioner has wrongly stated that the building line of commercial building is at a minimum of 13.5 meters away from the entrance portico of 32.2 meters high block E of Lagoon Apartments. Maximum distance between building line of E & F blocks of Lagoon Apartment and building line of commercial building is 19.6 meters. He was not required to take any such measurements. In any case, the minimum distance between the portico of block E and Commercial building is 13.5 + 9.85 = 23.3 meters and the distance between the block E and Commercial building is 27.95 meters (13.5 + 9.85 + 4.60). The minimum distance is 25.60 meters and the maximum distance is 27.95 meters. It is pertinent to mention that even as per the approved zoning plan of the integrated colony, Lagoon Residential Apartment Complex and Commercial Complex on Plot No.3, the interse distance between the two buildings i.e. E&F Block of Lagoon Complex and Commercial Complex has to be maximum of 16 mtrs. The commercial building is constructed as per the

sanctioned plan on plot no. 3 in the sanctioned Master lay out plan. The part dimension plan of Lagoon Apartment infront of Block E & F and commercial Tower along with measurement is annexed herewith and marked as **Annexure X-8.**

e. That the Learned Local Commissioner has wrongly alleged that the area no. 11 was not existing as open space/green area at site. Under the completion plan/existing plan, part of the area no. 11 of the sanctioned plan is part of the 18 meter wide road and part of it is the green area.

f. That the Learned local Commissioner gravely erred in making his observation in respect of ready mix concrete carrying trucks found in the area of commercial building at plot no. 3. The Learned Local Commissioner had no authority or propriety to give any report with regard to any ready mix concrete carrying trucks or with regard to any alleged noise as given in his report. The Learned Local Commissioner acted contrary to the order of this Hon'ble Tribunal in submitting any such report. It is however submitted that the factual position in respect of the said concrete mixer trucks is that the said ready mix concrete trucks were requisitioned by M/s. Inditex Trent Retail India (P) Ltd. for carrying out leveling work in respect of their area at 8th floor leased out to them. The concrete trucks came only for leveling their floor.

g. That the Learned Local Commissioner gravely erred in giving his observations with regard to the STP. The Learned Local Commissioner was not required to inspect or give any report with regard to STP. The STP is being maintained and is being regularly inspected by the Pollution Control Board officials. Any malfunction is promptly attended to and is being rectified. The allegations by the Learned Local Commissioner is wholly uncalled for. It is significant to submit that the STP was inspected by the officials of District Pollution Control Committee on 10th September, 2016.

The report of the Learned Local Commissioner is wholly biased, uncalled for and contrary to the directions of this Hon'ble Tribunal hority. The report is liable to be rejected.

PRAYER

It is, therefore, most respectfully prayed that in the facts of the case and in the interest of justice, this Hon'ble Tribunal may most graciously be pleased to:

1) Reject the report of the Learned Local Commissioner and appoint an independent unbiased Local Commissioner to inspect the site in question in accordance with the existing plan and repot to this Hon'ble Tribunal if the green area provided at site is more than 15% of 11.83 acres i.e. 7223.6 sq.mtrs.
2) Any other order that this Hon'ble Tribunal may deem fit and proper may also be passed.

Respondent no.6

New Delhi,

September 23rd , 2016.

Through

P.K.Agrawal Advocates
C-7, Geetanjali Enclave
New Delhi – 110 017.
Mobile: 9873082898
mercy@pkagrawaladvocates.com

532

BEFORE THE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCT, NEW DELHI

OA NO. 238/2015

In the Matter of:

Shri Anil Uppal & Ors. ..... Applicant

Vs.

Union of Indian & Others ..... Respondents

AFFIDAVIT OF SHRI RAJ SINGH GEHLOT, S/O LATE SHRI NIHAL SINGH, R/O A-4-5, MAYFAIR GARDEN, NEW DELHI – 110 016, AGED ABOUT 53 YEARS

I, the above-named Deponent, do hereby solemnly affirm and declare as under:-

1. That I am the and Director of Respondents no. 6 company, and I am aware of the facts of the case and, as such, am competent to swear this affidavit
2. That the accompanying reply/objection has been drafted and filed under my instructions. For the sake of brevity, the contents thereof are not reproduced herein, but the same be treated as part of this Affidavit.

Identified the Executant/Deponent

DEPONENT.

VERIFICATION:

Verified at Delhi on this 26th day of September, 2016, that the contents of the above Affidavit are true to my knowledge and nothing contained therein is false or material suppressed.

04 OCT 2016

DEPONENT

Notary Public
Regd. By Govt. of India
Act 1952

ATTESTED
NOTARY DELHI

04 OCT 2016

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ANNEXURE O-26 479

Gmail

gurmeet sachdeva <gurmeetsachdeva1955@gmail.com>

Payment of Environmental Compensation in the matter OA 238/2015 titled Anil Uppal & Ors. Vs. UOI & Ors.

1 message

gurmeet sachdeva <gurmeetsachdeva1955@gmail.com> Sat, Dec 12, 2020 at 12:59 PM
To: ngt.cpcb@gmail.com
Cc: grababu.cpcb@nic.in, kkgupta.cpcb@gov.in

Dear Sirs,
In the captioned matter, we (Ambience Developers & Infrastructures Pvt Ltd) being Respondent No. 6 were directed vide Hon'ble NGT order dated 9.1.2020 to make payment of Rs. 68,51,250/- towards Environmental Compensation as assessed by MoEF in report dated 7.11.2019. Without Prejudice to our rights and contentions, we have paid the aforesaid amount on 11.12.2020 through RTGS.

Copy of letter dated 12.12.2020 addressed to The Member Secretary, CPCB is attached for your ready reference

Thanking you

Authorised Representative

letter dated 12.12.2020.pdf
446K

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Ambience Developers & Infrastructure Pvt. Ltd.

AMBIENCE
the new standard

To,

12.12.2020

The Member Secretary,
Central Pollution Control Board,
Arjun Nagar,
Shahdara, New Delhi

Dear Sir,

Subject: - In the Matter of Original Application No. 238 of 2015 titled "Anil Uppal & Ors Vs U.O.I & Ors."

In the captioned matter we (Ambience Developers & Infrastructure Pvt Ltd) are arrayed as respondent no. 6. In terms of Hon'ble National Green Tribunal order dated 9.01.2020, we are directed to pay a sum of Rs. 68, 51,250/- towards Environmental Compensation as assessed by MoEF in report dated 7.11.2019.

Without prejudice to our rights and contentions, we have paid the aforesaid amount on 11.12.2020 through RTGS with following details:-

1. BENIFICARY NAME:- CPCB –NGT
2. BANK NAME & BRANCH:- Union Bank Of India, Indraprastha Extension Branch
3. ACCOUNT NO. 532702010008959
4. IFSC CODE :- UBIN0553271
5. AMOUNT:- Rs. 68,51,250/-
6. VIDE UTR NO. PUNBR52020121116734745

Thanking you

Yours faithfully,

Authorised Representative

Regd. Office : L-4, Green Park Extension, New Delhi-110016. India
Tel: +91 11 2619 6284, 2619 1394, 2619 1403, 2619 5042, 2619 4021; Fax: +91 11 2616 4757
E-mail:ambienceisland@vsnl.com Website: www.ambiencegroup.in
CIN - U74899DL1991PTC046129

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HARYANA STATE POLLUTION CONTROL BOARD
Gurgoan North Vikas Sada, 1st Floor,
Near DC Court, Gurgaon Ph.0124-2332775
E-mail: hspcb.pkl@sify.com

No. HSPCB/Consent/ : 329962317GUNOCTO4428596 Dated:31/08/2017

To.

M/s :Ambience DevelopersInfrastructure PvtLtd
Corporate Office Tower, Nathupur, Ambience Island, NH8, Gurugram

Subject: Grant of consent to operate to M/s Ambience DevelopersInfrastructure PvtLtd.

Please refer to your application no. 4428596 received on dated 2017-08-11 in regional office Gurgaon North.With reference to your above application for consent to operate,M/s Ambience DevelopersInfrastructure PvtLtd is here by granted consent as per following specification/Terms and conditions.

Consent Under	BOTH
Period of consent	09/08/2017 - 30/09/2021
Industry Type	Building and construction project more than 20,000 sq.m built up area having waste water generation more than 100 KLD
Category	RED
Investment(In Lakh)	10790.0
Total Land Area(Sq. meter)	23500.0
Total Builtup Area(Sq. meter)	67089.0
Quantity of effluent	
1. Trade	0.0 KL/Day
2. Domestic	78.0 KL/Day
Number of outlets	1.0
Mode of discharge	
1. Domestic	reuse/recyle
2. Trade	
Domestic Effluent Parameters	
1. BOD	30 mg/l
2. COD	250 mg/l
3. TSS	100 mg/l
Trade Effluent Parameters	
1. NA	0 mg/l
Number of stacks	1
Height of stack	
1. Stack to DG set	7 meter (Above building)
Emission parameters	
1. NA	0 mg/m3

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Product Details	
1. NA (commercial complex)	0 Metric Tonnes/day
Capacity of boiler	
1. NA	0 Ton/hr
Type of Furnace	
1. NA	0 0
Type of Fuel	
1. Diesel	0.7 KL/day
Raw Material Details	
NA	0 Metric Tonnes/Day

Regional Officer, Gurgaon North
Haryana State Pollution Control Board.

Terms and conditions

1. The applicants shall maintain good house keeping both within factory and in the premises. All hose pipelines values, storage tanks etc. shall be leak proof. In plant allowable pollutants levels, if specified by State Board should be met strictly.
2. The applicant/company shall comply with and carry out directive/orders issued by the Board in this consent order at all subsequent times without negligence of his /its part. The applicant/company shall be liable for such legal action against him as per provision of the law/act in case of violation of any order/directives. Issued at any time and or non compliance of the terms and conditions of his consent order.
3. The applicant shall make an application for grant of consent at least 90 days before the date of expiry of this consent.
4. Necessary fee as prescribed for obtaining renewal consent shall be paid by the applicant alongwith the consent application.
5. If due to any technological improvement or otherwise this Board is of opinion that all or any of the conditions referred to above required variation (including the change of any control equipment either in whole or in part) this Board shall after giving the applicant an opportunity of being heard vary all or such condition and there upon the applicant shall be bound to comply with the conditions so varied.
6. The industry shall provide adequate arrangement for fighting the accidental leakages, discharge of any pollutants gas/liquids from the vessels, mechanical equipment etc. which are likely to cause environment pollution.
7. The industry shall comply noise pollution (Regulation and control) Rules, 2000.
8. The industry shall comply all the direction/Rules/Instructions as may be issued by the MOEF/CPCB/HSPCB from time to time.
9. The industry shall ensure that various characteristics of the effluents remain within the tolerance limits as specified in EPA Standard and as amended from time to time and at no time the concentration of any characteristics should exceed these limits for discharge.
10. The industry would immediately submit the revised application to the Board in the event of any change in the raw material in process, mode of treatment/discharge of effluent. In case of change of process at any stage during the consent period, the industry shall submit fresh

consent application alongwith the consent to operate fee, if found due, which may be on any account and that shall be paid by the industry and the industry would immediately submit the consent application to the Board in the event of any change during the year in the raw material, quantity, quality of the effluent, mode of discharge, treatment facilities etc.

11. The officer/official of the Board shall reserve the right to access for the inspection of the industry in connection with the various process and the treatment facilities. The consent to operate is subject to review by the Board at any time.

12. Permissible limits for any pollutants mentioned in the consent to operate order should not exceed the concentration permitted in the effluent by the Board.

13. The industry shall pay the balance fee, in case it is found due from the industry at any time later on.

14. If the industry fails to adhere to any of the conditions of this consent to operate order, the consent to operate so granted shall automatically lapse.

15. If the industry is closed temporarily at its own, they shall inform the Board and obtain permission before restart of the unit.

16. The industry shall comply all the Directions/ Rules/Instructions issued from time to time by the Board.

Specific Conditions :

1.The unit will submit the analysis reports of trade effluent/air emissions/ noise, from all sources as applicable within 30 days this year and before 30th June every year and will keep all parameters with in standards prescribed under Environment (Protection) Rules, 1986. 2. The unit will submit the Annual Report under HWM Rules by 30th June and Environment Statement by 30th September every year. 3. Unit will submit fresh balance sheet/ CA certificate regarding capital investment cost of the unit on land, building, plant and machinery without depreciation and will also deposit balance consent fee if any found due as per latest balance sheet/ CA certificate, by 30th September every year. 4. Unit will apply for renewal of consent/Authorization at least 90 days before expiry date of the consent/Authorization. 5. The hazardous waste generated by the unit in the form of used/spent oil will be sold only to authorized recyclers / Refiners of hazardous waste.

Jai Bhagwan Digitally signed by Jai Bhagwan Date: 2017.08.31 11:24:33 +05'30'

Regional Officer, Gurgaon North

Haryana State Pollution Control Board.

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 ANNEXURE O-28

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

Telephone No. 0172-2565232
Website: www.seiaahry.in

No. SEIAA/HR/2011 260 Dated: 20-4-11

CORRIGENDUM

Attention is invited to the SEIAA Haryana Environment Clearance Letter No. SEIAA / HR/ 2010 /702 dated 01.09.2010 issued for construction of Proposed corporate office Tower (Commercial) village- Nathupur, Ambience Island, NH-8, Gurgaon, Haryana by M/S Ambience Developers & Infrastructure Pvt. Ltd. L-4, Green Park Extension, New Delhi.110016

The following correction may be incorporated in the Environment Clearance letter of the company:

For:

Para No.[2].

[i]The Total proposed built-up area for the proposed project will be 72290 sqmt.

[ii]The power requirement is 4350 KVA which will be supplied by DHBVN.

Read:

Para No.[2].

[i]The Total proposed built-up area for the proposed project will be 79290 sqmt.

[ii]The power requirement is 4350 KW which will be supplied by DHBVN.

Member Secretary,
SEIAA Haryana

To

M/S Ambience Developers & Infrastructure Pvt. Ltd.
L-4, Green Park Extension, New Delhi.110016

Endst. No. SEIAA/HR/2011 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 officer, Ministry of Environment Forests, Govt. of India, Sector 31, Chandigarh.
3. The Chairman, Haryana State Pollution Control Board, Pkl.

Ambience Developers & Infrastructure Pvt. Ltd.
Authorised Signatory

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Member Secretary,
SEIAA Haryana

Report of the CPCB In-house Committee on Methodology for Assessing Environmental Compensation and Action Plan to Utilize the Fund

CENTRAL POLLUTION CONTROL BOARD
"Parivesh Bhawan", East Arjun Nagar,
Delhi-110032

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Abstract

Environmental compensation is a policy instrument for the protection of the environment which works on the Polluter Pay Principal. Environmental compensation has already been implemented in various countries, although limited in scope. Experiences from these implementations are mixed and tend to stress the importance of certain principles in order to achieve the overall objective of protection of the environment.

The Hon'ble National Green Tribunal through its various judgments has empowered the Central Pollution Control Board to lay down the methodology to assess and recover compensation for damage to the environment and utilize such amount in terms of an action plan for protection of the environment.

An attempt has been made by the CPCB in-house Committee to develop a methodology for assessing environmental compensation to be levied on concerned industry, authority, individual etc. for the protection of environment. Expert institutions/ NGOs like The Energy and Resources Institute, Centre for Science and Environment-India, Institute of Economic Growth etc. were also consulted to finalize the report. Overall objective is to develop self-sense of responsibility towards the environment and to make defaulters realize their mistake by imposing compensation, which will be utilized for the protection/restoration of the environment.

Although, this is the first attempt in India towards development of methodology for assessing environmental compensation, however, efforts have been made to simplifying the process so that regulatory institutions can easily adopt the methodology for implementation.

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Chapter-I: Environment Compensation to be levied on Industrial Units

1.1 Background

The Hon'ble National Green Tribunal (NGT), Principal Bench in the matter of OA No. 593/2017 (WP (CIVIL) No. 375/2012, Paryavaran Suraksha Samiti & Anr. Vs. Union of India & Ors. directed Central Pollution Control Board (CPCB) that:

> *"The CPCB may take penal action for failure, if any, against those accountable for setting up and maintaining STPs, CETPs and ETPs. CPCB may also assess and recover compensation for damage to the environment and said fund may be kept in a separate account and utilized in terms of an action plan for protection of the environment. Such action plan may be prepared by the CPCB within three months"* ***(Annexure-I).***

1.2 Constitution of the Committee

In this context, Chairman, CPCB constituted a Committee under the Chairmanship of Shri A. Sudhakar, I/c WQM-I with Shri A. K. Vidyarthi, I/c WQM-II, Shri P. K. Gupta, I/c IPC-VI, Shri Nazimuddin I/c IPC-II and Dr. S. K. Paliwal, Scientist 'D' as members. The Committee was asked to deliberate on this issue and come up with a draft formulation before 15.9.2018.

1.3 Methodology for Assessing Environmental Compensation

The Committee discussed the issue on 4.9.2018, 13.9.2018,17.9.2018 and 09.10.2018. A meeting was also held with Senior Officers of CPCB Head Office and Regional Directorates through video conferencing on 28.09.2018 to discuss the draft report and to seek comments/feedbacks. The comments/feedbacks received and deliberations of the Committee on the same are given in **Annexure-II.**

As per the Hon'ble NGT suggestion, CPCB has invited comments of 3 expert institution, namely, Centre for Science and Environment (CSE), Institute of Economic Growth (IEG) and The Energy Research Institute (TERI). A meeting to incorporate the comments of the expert institutions and to finalize the report, was held on 27/03/2019. The CPCB in-house committee on Environmental Compensation has deliberated on the comments and finalized the report accordingly. The Committee's deliberations are attached as **Annexure-III.**

It was deliberated for developing a formula for imposing environmental compensation on industrial units for violation of directions issued by regulatory bodies and this is the first attempt made. The committee discussed that environmental compensation should be based on "Polluter Pay Principle". The Committee decided to list the instances for taking cognizance of cases fit for violation and levy environmental compensation.

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Cases considered for levying Environmental Compensation (EC):

a) Discharges in violation of consent conditions, mainly prescribed standards / consent limits.
b) Not complying with the directions issued, such as direction for closure due to non-installation of OCEMS, non-adherence to the action plans submitted etc.
c) Intentional avoidance of data submission or data manipulation by tampering the Online Continuous Emission / Effluent Monitoring systems.
d) Accidental discharges lasting for short durations resulting into damage to the environment.
e) Intentional discharges to the environment -- land, water and air resulting into acute injury or damage to the environment.
f) Injection of treated/partially treated/ untreated effluents to ground water.

1.3.1 In the instances as mentioned at *a, b and c* above, Pollution Index may be used as a basis to levy the Environmental Compensation. CPCB has published guidelines for categorization of industries into Red, Orange, Green and White based on concept of Pollution Index (PI). The Pollution Index is arrived after considering quantity & quality of emissions/ effluents generated, types of hazardous wastes generated and consumption of resources. Pollution Index of an industrial sector is a numerical number in the range of 0 to 100 and can be represented as follows:

PI = *f* (Water Pollution Score, Air Pollution Score & HW Generation Score)

*Pollution Ind*ex is a number from 0 to 100 and increasing value of PI denotes the increasing degree of pollution *hazard from the industrial sector.*

CPCB has issued directions to all SPCBs/PCCs on 07.03.2016 to adopt the methodology and follow guidelines prepared by CPCB for categorization of industrial sectors into Red, Orange, Green and White.

The concept of Pollution Index, which was deliberated widely with all stakeholders and agreed, shall be used for calculating Environmental Compensation. This may help in implementation of such provision throughout the country, a successful initiative in vital field of industrial pollution control.

After considering various factors including the policy implementation issues, Committee has come up with following formula for levying the Environmental Compensation in instances as mentioned at a, b and c including non-compliance of the environmental standards / violation of directions.

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The Environmental Compensation shall be based on the following formula:

$$EC = PI \times N \times R \times S \times LF$$

Where,

EC is Environmental Compensation in ₹
PI = Pollution Index of industrial sector
N = Number of days of violation took place
R = A factor in Rupees (₹) for EC
S = Factor for scale of operation
LF = Location factor

The formula incorporates the anticipated severity of environmental pollution in terms of Pollution Index, duration of violation in terms of number of days, scale of operation in terms of micro & small/medium/large industry and location in terms of proximity to the large habitations.

Note:

a. The industrial sectors have been categorized into Red, Orange and Green, based on their Pollution Index in the range of 60 to 100, 41 to 59 and 21 to 40, respectively. It was suggested that the average pollution index of 80, 50 and 30 may be taken for calculating the Environmental Compensation for Red, Orange and Green categories of industries, respectively.
b. N, number of days for which violation took place is the period between the day of violation observed/due date of direction's compliance and the day of compliance verified by CPCB/SPCB/PCC.
c. R is a factor in Rupees, which may be a minimum of 100 and maximum of 500. It is suggested to consider R as 250, as the Environmental Compensation in cases of violation.
d. S could be based on small/medium/large industry categorization, which may be 0.5 for micro or small, 1.0 for medium and 1.5 for large units.
e. LF**,** could be based on population of the city/town and location of the industrial unit. For the industrial unit located within municipal boundary or up to 10 km distance from the municipal boundary of the city/town, following factors (LF) may be used:

Table No. 1.1: Location Factor Values

S. No.	Population* (million)	Location Factor# (LF)
1	1 to <5	1.25
2	5 to <10	1.5
3	10 and above	2.0

**Population of the city/town as per the latest Census of India*
#LF will be 1.0 in case unit is located >10km from municipal boundary
LF is presumed as 1 for city/town having population less than one million.

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For notified Ecologically Sensitive areas, for beginning, LF may be assumed as 2.0. However, for critically Polluted Areas, LF may be explored in future.

f. In any case, minimum Environmental Compensation shall be ₹ 5000/day.
g. In order to include deterrent effect for repeated violations, EC may be increased on exponential basis, i.e. by 2 times on 1st repetition, 4 times on 2nd repetition and 8 times on further repetitions.
h. If the operations of the industry are inevitable and violator continues its operations beyond 3 months then for deterrent compensation, EC may be increased by 2, 4 and 8 times for 2nd, 3rd and 4th quarter, respectively. Even if the operations are inevitable beyond 12 months, violator will not be allowed to operate.
i. Besides EC, industry may be prosecuted or closure directions may be issued, whenever required.

A sample calculation for Environmental Compensation (without deterrent factor) is given at Table No. 1.2. It can be noticed that for all instances, EC for Red, Orange and Green category of industries varies from 3,750 to 60,000 ₹/day.

Table No. 1.2: A sample calculation for Environmental Compensation

Industrial Category	**Red**	**Orange**	**Green**
Pollution Index (PI)	60-100	41-59	21-40
Average PI	80	50	30
R-Factor	250		
S-Factor	0.5-1.5		
L-Factor	1.00-2.00		
Environmental Compensation (₹/day)	**10,000-60,000**	**6,250-37,500**	**5,000-22,500**

1.3.2 In other instances i.e. *d, e and f*, the environmental compensation may contain two parts – one requires providing immediate relief and other long-term measures such as remediation. In all these cases, detailed investigations are required from expert institutions/organizations based on which environmental compensation will be decided. CPCB shall list the expert institutions for this purpose.

In such cases, comprehensive plan for remediation of environmental pollution may be prepared and executed under the supervision of a committee with representatives of SPCB, CPCB and expert institutions/organizations.

1.4 Action Plan for Utilization of Environmental Compensation Fund

The Committee discussed about the utilization of funds, which will be received by imposing Environmental Compensation. The following Action Plan is proposed to utilize the fund for protection of the environment.

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1.4.1. When Environmental Compensation is calculated through the Pollution Index:

The amount received by imposing the Environmental Compensation to the industries / organization non-complying with the environmental standards / violating any CPCB's directions shall be deposited in a separate bank account. The amount accumulated will be utilized for Protection of Environment. The following schemes were identified, which may be considered for utilization of Environmental Compensation Fund:

a. Industrial Inspections for compliance verification
b. Installation of Continuous water quality monitoring stations / Continuous ambient air quality monitoring stations for strengthening of existing monitoring network
c. Preparation of Comprehensive Industry Documents on Industrial Sectors / clean technology
d. Investigations of environmental damages, preparation of DPRs
e. Remediation of contaminated sites
f. Infrastructure augmentation of Urban Local Bodies (ULBs) /capacity building of SPCBs/PCCs

The above proposed list may include other schemes also, depending upon the requirement.
Considering the availability of accumulated funds, CPCB will finalize the scheme, keeping in mind the priority, to utilize the funds of Environmental Compensation.

1.4.2. When Environmental Compensation is assessed based on actual damage to the environment by Expert Organization/ Agency:

The amount of Environmental Compensation under this case will be remediation costs, measures requiring immediate and short-term actions, compensation towards loss of ecology, etc., and will be utilized exclusively for the purpose at specific site, based on the detailed investigations by the Expert Organizations/ agencies.

1.5 Recommendations

The Committee made following recommendations:

1.5.1 To begin with, Environmental Compensation may be levied by CPCB only when CPCB has issued the directions under the Environment (Protection) Act, 1986. In case of a, b and c, Environmental Compensation may be calculated based on the formula "EC = PI x N x R x S x LF", wherein, PI may be taken as 80, 50 and 30 for red, orange and green category of industries, respectively, and R may be taken as 250. S and LF may be taken as prescribed in the preceding paragraphs.

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1.5.2 In case of d, e and f, the Environmental Compensation may be levied based on the detailed investigations by Expert Institutions/Organizations.

1.5.3 The Hon'ble Supreme Court in its order dated 22.02.2017 in the matter of Paryavaran Suraksha Samiti and another v/s Union of India and others (Writ Petition (Civil) No. 375 of 2012), directed that all running industrial units which require "consent to operate" from concerned State Pollution Control Board, have a primary effluent treatment plant in place. Therefore, no industry requiring ETP, shall be allowed to operate without ETP.

1.5.4 EC is not a substitute for taking actions under EP Act, Water Act or Air Act. In fact, units found polluting should be closed/prosecuted as per the Acts and Rules.

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Chapter-II: Environmental Compensation to be levied on all violations of Graded Response Action Plan (GRAP) in NCR.

2.1 Background

The CPCB In-house Committee also discussed that the EC shall also be levied on all violations of Graded Response Action Plan (GRAP) in NCR. The implementing agencies for each activity have been identified and the EC will be levied on these agencies. These violations attract graded amounts of EC depending on the state of ambient air quality, which is given in table below:

Table No. 2.1: Environmental Compensation to be levied on all violations of Graded Response Action Plan (GRAP) in Delhi-NCR.

Activity	State Of Air Quality	Environmental Compensation ()
Industrial Emissions	Severe +/Emergency	Rs 1.0 Crore
	Severe	Rs 50 Lakh
	Very Poor	Rs 25 Lakh
	Moderate to Poor	Rs 10 Lakh
Vapour Recovery System (VRS) at Outlets of Oil Companies		
i. Not installed	Target Date	Rs 1.0 Crore
ii. Non-functional	Very poor to Severe +	Rs 50.0 Lakh
	Moderate to Poor	Rs 25.0 Lakh
Construction sites (Offending plot more than 20,000 Sq.m.)	Severe +/Emergency	Rs 1.0 Crore
	Severe	Rs 50 Lakh
	Very Poor	Rs 25 Lakh
	Moderate to Poor	Rs 10 Lakh
Solid waste/ garbage dumping in Industrial Estates	Very poor to Severe +	Rs 25.0 Lakh
	Moderate to Poor	Rs 10.0 Lakh
Failure to water sprinkling on unpaved roads		
a) Hot-spots	Very poor to Severe +	Rs 25.0 Lakh
b) Other than Hot-spots	Very poor to Severe +	Rs 10.0 Lakh

2.2 Action Plan for Utilization of Environmental Compensation Fund

EC levied on all violations of Graded Response Action Plan (GRAP) in Delhi NCR will be deposited in the same fund and will be utilized in the same manner as mentioned in para 1.4.1 of Chapter-I of this report.

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Chapter-III: Environmental Compensation to be levied in case of failure of preventing the pollutants being discharged in water bodies and failure to implement waste management rules

3.1 Background

The Hon'ble Supreme Court in its order dated 22.02.2017 in the matter of Paryavaran Suraksha Samiti and another v/s Union of India and others (Writ Petition (Civil) No. 375 of 2012), directed State Governments (including the concerned Union Territories) to set-up Sewage Treatment Plants (STPs), which are already under implementation, within the time lines already postulated. Further, the STPs, which are yet to set-up, to be completed within a period of three years, from today, i.e. by 22.02.2020.

The Hon'ble NGT in its order dated 06.12.2018 **(Annexure-III)** in the matter of Court of its own motion v/s State of Karnataka (Original Application No. 125/2017 and M.A. No. 1337/2018) has given following directions:

> *"Since failure of preventing the pollutants being discharged in water bodies (including lakes) and failure to implement solid and other waste management rules are too frequent and widespread, the CPCB must lay down specific guidelines to deal with the same, throughout India, including the scale of compensation to be recovered from different individuals/authorities, in addition to or as alternative to prosecution. The scale may have slabs, depending on extent of pollution caused, economic viability, etc. Deterrent effect for repeated wrongs may also be provided."*

3.2 Ideology of Environmental Compensation Formula

In compliance of the directions of the Hon'ble Tribunal**,** the Committee deliberated on the issue of environmental compensation to be recovered from individuals/authorities in case of failure of preventing the pollutants being discharged in water bodies and failure to implement solid and other waste management rules. The Committee has suggested that environmental compensation in these cases should be comprised of two components i.e.

1. Cost saved/benefits achieved by the concerned individual/authority by not having proper waste/sewage management system; and
2. Cost to the environment (environmental externality) due to untreated/partially treated waste/sewage because of insufficient capacity of waste/sewage management/treatment facility.

Cost saved/benefits achieved by not having proper waste/sewage management system includes the interest on capital cost of the waste/sewage management facility and daily operation and maintenance (O&M) cost associated with the facility.

The Committee suggested that annual interest rate as 10% on loan amount, borrowed by concerned individual/authority for setting-up waste/sewage management facility, may be assumed as Capital Cost Factor for calculation of environment compensation. Further, as whole O&M cost is saved by concerned individual/authority for not managing required waste/sewage management system, 100% of the O&M cost saved may be considered as O&M cost factor.

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Therefore, generalized formula for Environmental Compensation may be described as:

EC= Capital Cost Factor x Marginal Average Capital Cost for Establishment of Waste or Sewage Management or Treatment Facility x (Waste or Sewage Management or Treatment Capacity Gap) + O&M Cost Factor x Marginal Average O&M Cost x (Waste or Sewage Management or Treatment Capacity Gap) x No. of Days for which facility was not available + Environmental Externality

Cost to the environment due to untreated/partially treated waste/sewage discharge by concerned individual/authority may be assumed as recommended by the committee, which is mentioned below:

Table No. 3.1: Environmental externality for untreated/partially treated sewage discharge

Sewage Treatment Capacity Gap (MLD)	Marginal Cost of Environmental Externality (Rs. per MLD/day)	Minimum and Maximum value of Environmental Externality recommended by the Committee (Lacs Rs. Per Day)
Up to 200	75	Min. 0.05, Max. 0.10
201-500	85	Min. 0.25, Max. 0.35
501 and above	90	Min. 0.60, Max. 0.80

Table No. 3.2: Environmental externality for improper municipal solid waste management

Municipal Solid Waste Management Capacity Gap (TPD)	Marginal Cost of Environmental Externality (Rs. per ton per day)	Minimum and Maximum value of Environmental Externality recommended by the Committee (Lacs Rs. Per Day)
Up to 200	15	Min. 0.01, Max. 0.05
201-500	30	Min. 0.10, Max. 0.15
501-1000	35	Min. 0.25, Max. 0.35
1001-2000	40	Min. 0.50, Max. 0.60
Above 2000	Max. 0.80	

The Committee further decided to fix a cap for minimum and maximum cost for capital and O&M component for Environmental Compensation, which are given in below tables:

Table No. 3.3: Minimum and Maximum EC to be levied for untreated/partially treated sewage discharge

Class of the City/Town	Mega-City	Million-plus City	Class-I City/Town and others
Minimum and Maximum values of EC (Total Capital Cost Component) recommended by the Committee (Lacs Rs.)	Min. 2000 Max. 20000	Min. 1000 Max. 10000	Min. 100 Max. 1000
Minimum and Maximum values of EC (O&M Cost Component) recommended by the Committee (Lacs Rs./day)	Min. 2 Max. 20	Min. 1 Max. 10	Min. 0.5 Max. 5

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Table No. 3.4: Minimum and Maximum EC to be levied for improper municipal solid waste management

Class of the City/Town	Mega-City	Million-plus City	Class-I City/Town and others
Minimum and Maximum values of EC (Capital Cost Component) recommended by the Committee (Lacs Rs.)	Min. 1000 Max. 10000	Min. 500 Max. 5000	Min. 100 Max. 1000
Minimum and Maximum values of EC (O&M Cost Component) recommended by the Committee (Lacs Rs./day)	Min. 1.0 Max. 10.0	Min. 0.5 Max. 5.0	Min. 0.1 Max. 1.0

The application of formula for calculation of EC may be further understood with the example of two typical cases.

3.3 Environment Compensation for Discharge of Untreated/Partially Treated Sewage by Concerned Individual/Authority:

BIS IS-1172:1993 suggests that for communities with population above 100,000, minimum of 150 to 200 lpcd of water demand is to be supplied. Further, 85% of return rate (CPHEEO Manual on Sewerage and Sewage Treatment Systems, 2013), may be considered for calculation of total sewage generation in a city. CPCB Report on "Performance evaluation of sewage treatment plants under NRCD, 2013", describes that the capital cost for 1 MLD STP ranges from 0.63 Cr. to 3 Cr. and O&M cost is around Rs. 30,000 per month. After detail deliberations, the Committee suggested to assume capital cost for STPs as Rs. 1.75 Cr/MLD (marginal average cost). Further, expected cost for conveyance system is assumed as Rs. 5.55 Cr./MLD (marginal average cost) and annual O&M cost as 10% of the combined capital cost. Population of the city may be taken as per the latest Census of India. Based on these assumptions, Environmental Compensation to be levied on concerned ULB may be calculated with the following formula:

EC= Capital Cost Factor x [Marginal Average Capital Cost for Treatment Facility x (Total* Generation-Installed Capacity) + Marginal Average *Capital Cost for Conveyance Facility* x (*Total Generation -Operational Capacity)] + O&M Cost Factor x Marginal Average O&M Cost x (Total Generation- Operational Capacity) x No. of Days for which facility was not available + Environmental Externality x No. of Days for which facility was not available

Alternatively;

EC (Lacs Rs.) = [17.5(Total Sewage Generation – Installed Treatment Capacity) + 55.5(Total Sewage Generation-Operational Capacity)] + 0.2(Sewage Generation-Operational Capacity) x N + Marginal Cost of Environmental Externality x (Total Sewage Generation-Operational Capacity) x N

Where; N= Number of days from the date of direction of CPCB/SPCB/PCC till the required capacity systems are provided by the concerned authority

Quantity of Sewage is in MLD

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Table No. 3.5: Sample calculation for EC to be levied for discharge of untreated/partial treated Sewage

City	Delhi	Agra	Gurugram	Ambala
Population (2011)	1,63,49,831	17,60,285	8,76,969	5,00,774
Class	Mega-City	Million-plus City	Class-I Town	Class-I Town
Sewage Generation (MLD) (*as per the latest data available with CPCB)*	4195	381	486	37
Installed Treatment Capacity (MLD) (as per the latest data available with CPCB)	2500	220	404	45.5
Operational Capacity (MLD) (as per the latest data available with CPCB)	1900	140	300	24.5
Treatment Capacity Gap (MLD)	2295	241	186	12.5
Calculated EC (capital cost component for STPs) in Lacs Rs.	29662.50	2817.50	1435.00	0.00
Calculated EC (capital cost component for Conveyance System) in Lacs. Rs.	127372.50	13375.50	10323.00	693.75
Calculated EC (Total capital cost component) in Lacs Rs.	157035.00	16193.00	11758.00	693.75
Minimum and Maximum values of EC (Total Capital Cost Component) recommended by the Committee (Lacs Rs.)	Min. 2000 Max. 20000	Min. 1000 Max. 10000	Min. 100 Max. 1000	Min. 100 Max. 1000
Final EC (Total Capital Cost Component) in Lacs Rs.	**20000.00**	**10000.00**	**1000.00**	**693.75**
Calculated EC (O&M Component in Lacs Rs./day	459.00	48.20	37.20	2.50
Minimum and Maximum values of EC (O&M Cost Component) recommended by the Committee (Lacs Rs./day)	Min. 2 Max. 20	Min. 1 Max. 10	Min. 0.5 Max. 5	Min. 0.5 Max. 5
Final EC (O&M Component) in Lacs. Rs./Day	**20.00**	**10.00**	**5.00**	**2.50**
Calculated Environmental Externality (Lacs Rs .Per Day)	2.0655	0.2049	0.1395	0.0094
Minimum and Maximum value of Environmental Externality recommended by the Committee (Lacs Rs. Per Day)	Min. 0.60 Max. 0.80	Min. 0.25 Max. 0.35	Min. 0.05 Max. 0.10	Min. 0.05 Max. 0.10
Final Environmental Externality (Lacs Rs. Per day)	**0.80**	**0.25**	**0.10**	**0.05**

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3.4 Environment Compensation to be Levied on Concerned Individual/Authority for Improper Solid Waste Management:

It is known that estimated MSW generation is approximately 1.5 lakh MT/Day in India (MoHUA Report-2016). As per the principles of SWM Rules, 2016 and PWM Rules 2016, as amended in 2018, the total cost of Municipal Solid Waste management in a city/town includes cost for door to door collection, cost of segregation at source, cost for transportation in segregated manner, cost for processing of MSW and disposal through facility like composting, biomethanation, recycling, co-processing in cement kilns etc.

In view of above, it is estimated that the total cost of processing and treatment of MSW for a city having population size of 1 lakh and generating approximately 50 tons/day of MSW is Rs.15.5 Crores, including capital cost (one time) and O & M cost for one year. The expenditure for subsequent years would be only Rs. 3.5 crores/annum.

CPCB sponsored a survey to ascertain the status of municipal solid waste disposal in 59 cities/towns of India. The survey was conducted by the Environment Protection Training Research Institute (EPTRI), Hyderabad. As per the survey, it is estimated that solid waste generated in small, medium and large cities and towns is about 0.1 kg (Class-III), 0.3-0.4 kg (Class-II) and 0.5 kg (Class-I) per capita per day respectively. The committee opined that 0.6 kg/day, 0.5 kg/day and 0.4 kg/day per capita waste generation may be assumed for mega-cities, million-plus UAs/towns and Class-I UA/Towns respectively for calculation of environmental compensation purposes. Based on these assumptions, Environmental Compensation to be levied on concerned ULB may be calculated with the following formula:

EC = Capital Cost Factor x Marginal Average Cost for Waste Management x (Per day waste generation-Per day waste disposed as per the Rules) + O&M Cost Factor x Marginal Average O&M Cost x (Per day waste generation-Per day waste disposed as per the Rules) x Number of days violation took place + Environmental Externality x N

Where;

Waste Quantity in tons per day (TPD)

N= Number of days from the date of direction of CPCB/SPCB/PCC till the required capacity systems are provided by the concerned authority

Simplifying;

EC (Lacs Rs.) = 2.4(Waste Generation - Waste Disposed as per the Rules) +0.02 (Waste Generation - Waste Disposed as per the Rules) x N + Marginal Cost of Environmental Externality x (Waste Generation - Waste Disposed as per the Rules) x N

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Table No. 3.6: Sample calculation for EC to be levied for improper management of Municipal Solid Waste

City	Delhi	Agra	Gurugram	Ambala
Population (2011)	1,63,49,831	17,60,285	8,76,969	5,00,774
Class	Mega-City	Million-plus City	Class-I Town	Class-I Town
Waste Generation (kg. per person per day)	0.6	0.5	0.4	0.4
Waste Generation (TPD)	9809.90	880.14	350.79	200.31
Waste Disposal as per Rules (TPD) (*assumed as 25% of waste generation for sample calculation)*	2452.47	220.04	87.70	50.08
Waste Management Capacity Gap (TPD)	7357.42	660.11	263.09	150.23
Calculated EC (capital cost component) in Lacs. Rs.	17657.82	1584.26	631.42	360.56
Minimum and Maximum values of EC (Capital Cost Component) recommended by the Committee (Lacs Rs.)	Min. 1000 Max. 10000	Min. 500 Max. 5000	Min. 100 Max. 1000	Min. 100 Max. 1000
Final EC (capital cost component) in Lacs. Rs.	**10000.00**	**1584.26**	**631.42**	**360.56**
Calculated EC (O&M Component) in Lacs. Rs./Day	147.15	13.20	5.26	3.00
Minimum and Maximum values of EC (O&M Cost Component) recommended by the Committee (Lacs Rs./Day)	Min. 1.0 Max. 10.0	Min. 0.5 Max. 5.0	Min. 0.1 Max. 1.0	Min. 0.1 Max. 1.0
Final EC (O&M Component) in Lacs. Rs./Day	**10.00**	**5.00**	**1.00**	**1.00**
Calculated Environmental Externality (Lacs Rs. Per Day)	2.58	0.18	0.03	0.02
Minimum and Maximum value of Environmental Externality recommended by the Committee (Lacs Rs. per day)	Max. 0.80	Min. 0.25 Max. 0.35	Min. 0.01 Max. 0.05	Min. 0.01 Max. 0.05
Final Environmental Externality (Lacs Rs. per day)	**0.80**	**0.25**	**0.03**	**0.02**

3.3 Action Plan for Utilization of Environmental Compensation Fund

EC levied in case of failure of preventing the pollutants being discharged in water bodies and failure to implement waste management rules will be deposited in the same fund and will be utilized in the same manner as mentioned in para 1.4.1 of Chapter-I of this report.

3.4 Recommendations

1. The Committee recommended that to begin with, Environmental Compensation to be recovered from individuals/authorities in case of failure of preventing the pollutants being discharged in water bodies and failure to implement solid waste management rules may be calculated with the methodology described in the report.
2. If mixing of Bio-medical Waste or Hazardous Waste is found in Municipal Solid Waste than capital cost component of EC may be increased by a multiplication factor of 1.5.

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3. In order to include deterrent effect for continuous violations, component of O&M and Environmental Externality in EC formula may be increased on exponential basis by 2, 4, and 8 times after every six-months, beyond the time prescribed by authority for ensuring complete treatment of sewage/waste of the city/town.

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Chapter-IV: Environmental Compensation in Case of Illegal Extraction of Ground Water

4.1 Background

The Hon'ble National Green Tribunal (NGT), Principal Bench in the matter of Shailesh Singh v/s Central Ground Water Board & Ors. (Original Application No. 327/2018) vide order dated 03/01/2019 **(Annexure-V)** directed Central Pollution Control Board (CPCB) that:

> *"CPCB may constitute a mechanism to deal with individual cases of violation of norms, as existed prior to Notification of 12/12/2018, to determine the environment compensation to be recovered or other coercive measures to be taken, including prosecution, for past illegal extraction of ground water, as per law."*

4.2 Constitution of the Committee

In compliance to Hon'ble NGT dated 03/01/2019, CPCB constituted a committee under the Chairmanship of Shri A. Sudhakar, DH, WQM-I Division with Shri P. K. Gupta, DH, IPC-VI, Shri Vishal Gandhi, Sc. D, UPC-I Division and Smt. Suniti Parashar, Scientist B, WQM-I Division as members. The committee was asked to deliberate on this issue and come up with draft formulation of mechanism to determine the Environmental Compensation for illegal extraction of ground water.

4.3 Methodology for Assessing Environmental Compensation

The committee discussed the issue on 07/02/2019, 07/03/2019 and 20/3/2019. The committee deliberated on the issue of Environmental Compensation to be recovered from individuals/industries such as domestic, packaging drinking water units, mining & infrastructure projects and industrial units in case of illegal extraction of ground water. The Guidelines/Criteria for evaluation of proposals/requests for Ground Water Abstraction, 2015 were also discussed and based on this further formulation to levy Environmental Compensation has been evolved.

4.4 Ideology of Environmental Compensation w.r.to illegal extraction of ground water

Ground water is becoming an increasingly scarce resource because of its unabated and indiscriminate over-exploitation. Growth in ground water exploitation, however, has led to a steep fall in water table in several parts of the country. Use of ground water is becoming unsustainable day by day. The falling water table is a matter of special concern since it tends to reduce the accessibility of the resource to small and marginal farmers due to increase in costs of extractions.

Specific conditions applicable in Notified/Non-Notified areas for various users, as mentioned in Guidelines/Criteria for evaluation of proposals/requests for Ground Water Abstraction, 2015 are given below:

For Notified Areas:

1. Permission to abstract ground water through any energized means will not be accorded for any purpose other than drinking water.

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2. Central Ground Water Authority (CGWA) so far has notified 162 areas, in the country for the purpose of regulation of ground water development.
3. Regulation of Ground Water development in Notified areas is through District Administrative Heads assisted by Advisory Committees under the provisions of Section 4 of the Environment (Protection) Act, 1986.
4. In Notified areas, ground water use in individual houses, infrastructure complexes like group housing societies, hospitals, schools etc. and drinking water requirements of workers in industries can be allowed.
5. NOC for ground water withdrawal will be considered only if Water Supplying Department is not providing adequate water in the area/premises. Proof for this is to be produced from the concerned authority by the applicant.
6. For individual houses, the maximum diameter of the tube-well should be restricted to 4 inch only and the capacity of the pump should not exceed 1HP. For infrastructure projects, maximum diameter of the ground water abstraction structures should be restricted to 150 mm (6 inches) only and capacity of the pump should not exceed 5 HP.
7. Any violation of the above conditions will attract legal action under Section 15 of the Environment (Protection) Act, 1986.

For Non-Notified Areas:

NOC for ground water withdrawal will be considered for industries/infrastructure/packaging as per safe, semi critical, critical and over-exploited criteria.

4.5 Formula for Environmental Compensation for illegal extraction of ground water

The committee decided that the formula should be based on water consumption (Pump Yield & Time duration) and rates for imposing Environmental Compensation for violation of illegal abstraction of ground water. The committee has proposed following formula for calculation of Environmental Compensation (EC_{GW}):

EC_{GW}	**=**	**Water Consumption per Day x No. of Days x Environmental Compensation Rate for illegal extraction of ground water (ECR_{GW})**

Where water Consumption is in m^3/day and ECR_{GW} in Rs./m^3

Yield of the pump varies based on the capacity/power of pump, water head etc. For reference purpose, yield of the pump may be assumed as given in **Annexure-VI.**

Time duration will be the period from which pump is operated illegally.

In case of illegal extraction of ground water, quantity of discharge as per the meter reading or as calculated with assumptions of yield and time may be used for calculation of $EC_{GW.}$

4.6 Environmental Compensation Rate (ECR_{GW}) for illegal use of Ground Water

The committee decided that the Environmental Compensation Rate (ECR_{GW}) for illegal extraction of ground water should increase with increase in water consumption as well as water scarcity in the area. Further, ECR_{GW} are kept relaxed for drinking and domestic use as compared to other uses, considering the basic need of human being.

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As per CGWB, safe, semi-critical, critical and over-exploited areas are categorized from the ground water resources point of view (CGWB, 2017). List of safe, semi-critical, critical and over-exploited areas are available on the website of CGWB and can be accessed from- http://cgwa-noc.gov.in/LandingPage/NotifiedAreas/CategorizationOfAssessmentUnits.pdf#ZOOM=150.

Environmental Compensation Rates (ECR_{GW}) for illegal use of ground water (ECR_{GW}) for various purposes such as drinking/domestic use, packaging units, mining and industrial sectors as finalized by the committee are given in tables below:

4.6.1 ECR_{GW} for Drinking and Domestic use:

Drinking and Domestic use means uses of ground water in households, institutional activity, hospitals, commercial complexes, townships etc.

Sl. No.	Area Category	Water Consumption (m^3/day)			
		<2	2 to <5	5 to <25	25 & above
		Environmental Compensation Rate (ECR_{GW}) in Rs./m^3			
1	Safe	4	6	8	10
2	Semi Critical	12	14	16	20
3	Critical	22	24	26	30
4	Over-Exploited	32	34	36	40
Minimum EC_{GW}=Rs 10,000/- (for households) and Rs. 50,000 (for institutional activity, commercial complexes, townships etc.)					

4.6.2 ECR_{GW} for Packaged drinking water units:

Sl. No.	Area Category	Water Consumption (m^3/day)			
		<200	200 to <1000	1000 to <5000	5000 & above
		Environmental Compensation Rate (ECR_{GW}) in Rs./m^3			
1	Safe	12	18	24	30
2	Semi critical	24	36	48	60
3	Critical	36	48	66	90
4	Over-exploited	48	72	96	120
Minimum EC_{GW}=Rs 1,00,000/-					

4.6.3 ECR_{GW} for Mining, Infrastructure and Dewatering Projects

Sl. No.	Area Category	Water Consumption (m^3/day)			
		<200	200 to <1000	1000 to <5000	5000 & above
		Environmental Compensation Rate (ECR_{GW}) in Rs./m^3			
1	Safe	15	21	30	40
2	Semi critical	30	45	60	75
3	Critical	45	60	85	115
4	Over-exploited	60	90	120	150
Minimum EC_{GW}=Rs 1,00,000/-					

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4.6.4 ECR_{GW} for Industrial Units:

Sl. No.	Area Category	Water Consumption (m^3/day)			
		<200	200 to <1000	1000 to <5000	5000 & above
		Environmental Compensation Rate (ECR_{GW}) in Rs./m^3			
1	Safe	20	30	40	50
2	Semi critical	40	60	80	100
3	Critical	60	80	110	150
4	Over-exploited	80	120	160	200
Minimum EC_{GW}=Rs 1,00,000/-					

For better understanding of implementation of EC_{GW} policy, some example calculations are given below:

Example No. 1 (For drinking and domestic Use):

It is observed that a household in safe zone is extracting ground water illegally from past 2 year and 3 months with the help of 1 HP pump, dia 4 inches and head as 25 meter. It is assumed that the house-owner runs the pump for 0.5 hr/day. What Environmental Compensation (EC_{GW}) will be charged to the owner?

Solution: Pump Yield *(Please refer Annexure-VI)* = 3 m^3/hr

Daily Consumption = 3 x 0.5 =1.5 m^3

ECR_{GW} = 4 Rs./m^3 *(Please refer para 4.6.1)*

EC to be levied = 4 x 1.5 = 6 Rs./day

Total time period = 820 days

Then, EC_{GW}= 6 x 820

Calculated EC_{GW}= 4,920 Rs.

EC_{GW} to be levied = 10,000 Rs. (minimum prescribed EC_{GW}, *please refer para 4.6.1*)

Example 2 (For Industrial Units):

It is observed that an industry in critical zone is extracting ground water illegally from past 1 year with the help of 5 HP pump, dia 6 inches and head as 50 meter. It is assumed that the industry runs the pump for 3 hrs/day. What Environmental Compensation (EC_{GW}) will be charged to the owner?

Solution: Pump Yield *(Please refer Annexure-VI)* = 12 m^3/hr

Daily Consumption = 12 x 3 =36 m^3/day

ECR_{GW} = 60 Rs./m^3 *(Please refer para 4.6.4)*

EC to be levied = 60 x 36 = 2,160 Rs./day

Total time period = 365 days

Then, EC_{GW}= 2,160 x 365

EC_{GW}= 7,88,400 Rs.

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4.7 Relaxation

Central Ground Water Authority (CGWA) reserves to right to relax or interpret these mechanisms in case of any exigency or situation of National strategic importance, as per Guidelines/Criteria for evaluation of proposals/requests for Ground Water Abstraction, 2015.

4.8 Recommendations

The committee has given following recommendations:

- The minimum Environmental Compensation for illegal extraction of ground water for domestic purpose will be Rs. 10,000, for institutional/commercial use will be 50,000 and for other uses will be 1,00,000.
- In case of fixation of liability, it always lies with current owner of the premises where illegal extraction is taking place.
- Time duration may be assumed to be one year in case where no evidence for period of installation of bore well could be established.
- For Drinking and Domestic use, where metering is not present but storage tank facility is available, minimum water consumption per day may be assumed as similar to the storage capacity of the tank.
- For industrial ground water use, where metering is not available, water consumption may be assumed as per the consent conditions. Further, where in case industry is operating without consent, water consumption may be calculated based on the plant capacity (on the recommendation of SPCB/PCC, if required). SPCB/PCC may bring the issue of illegal extraction of ground water in industries in to the notice of CGWA for appropriate action by CGWA.
- Authorities assigned for levy EC and taking penal action are listed below:

S. No.	Actions	Authority
1.	To seal the illegal bore-well/tube-well to stop extraction of water and further closure of project	District Collector
2.	To levy EC_{GW} as per prescribed method	District Collector, CGWA
3.	To levy EC on water pollution, as per the method prescribed in report of CPCB- “EC on industrial pollution”	CPCB/SPCB/PCC
4.	Prosecution of violator	CGWA under EP Act
		SPCB/PCC under Air and Water Act

- CGWA may maintain a separate account for collection and utilization of fund, collected through the prescribed methodology in this report.

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ANNEXURE O-30

(2017) 5 Supreme Court Cases 326 : 2017 SCC OnLine SC 182

In the Supreme Court of India

(BEFORE J.S. KHEHAR, C.J. AND D.Y. CHANDRACHUD AND SANJAY KISHAN KAUL, JJ.)

PARYAVARAN SURAKSHA SAMITI AND ANOTHER . . Appellants;

Versus

UNION OF INDIA AND OTHERS . . Respondents.

Writ Petition (C) No. 375 of 2012†, decided on February 22, 2017

Environment Law — Water/River/Coastal Pollution — Effluents, Sewage, River and Lake Pollution — Effluent treatment plants, common effluent treatment plants, and sewerage treatment plants — Establishment and functionality of — Directions to that effect issued — Industrial units without functional effluent treatment plant directed to not be permitted to be operational — Directions for time-bound construction of common effluent treatment plants and for making sewerage treatment plants functional issued — Mechanism for implementation of these directions also explained — Role of local bodies/Municipalities therein, emphasised

— Regarding dysfunctional common effluent treatment plants due to lack of finances and maintenance, held, onus on functionality of such plants rests on municipality and/or local bodies under Art. 243-W of Constitution — These authorities cannot shy away from their responsibilities — According to Arts. 243-X and 243-Y, these authorities can evolve norms for revenue generation to install and run common effluent treatment plants — For generation of financial resources, norms may include all or any of commercial or industrial or domestic beneficiaries of facility — Supervising these norms assigned to Secretaries of Urban Development and Local Bodies — These norms to be finalised by 31-3-2017 so that they can be implemented from next financial year — If local authorities not ready with such norms, then concerned governments shall support financial requirement for running dysfunctional common effluent treatment plant — Constitution of India — Arts. 21, 32, 48-A, 243-W, 243-X, and 243-Y and Sch. XII Entry 6 — Water (Prevention and Control of Pollution) Act, 1974, Ss. 24, 25 and 26

(Paras 4 to 17)

G-D/58368/C

Advocates who appeared in this case :

Ms Pinky Anand, Additional Solicitor General, Anil Grover, S.S. Shamshery, Purushaindra Kaurav, Additional Advocates General and Colin Gonsalves, Senior Advocate [Gunjan Singh (for Ms Jyoti Mendiratta), S.W.A. Qadri, Ajay Sharma, Balendu Shekhar, Ansh Singh Luthra, Hemant Arya (for G.S. Makker), Satish Kumar, Sanjay Kr. Visen, Amit Sharma, Ankit Raj (for Ms Ruchi Kohli), Mishra Saurabh, Ankit Kr. Lal, Ms Vanshuja Shukla, Ms Anuradha Mishra, Ms Hemantika Wahi, Ms Jesal Wahi, Ms Mamta Singh, Ms Bhuvneshwari Pathak Kaushik, Ms Shilpi Satya Priya Satyam, Rahul Kaushik, Ashutosh Kr. Sharma, Tapesh Kr. Singh, Mohd. Waquas, Sukant Vikram, Aditya Pratap Singh, S. Udaya Kr. Sagar, Mrityunjai Singh, Guntur Prabhakar, Ms Prerna Singh, M.R. Shamshad, Rajat Singh, Aditya Samaddar,

Ms Harshita Deshwal, Paramasivam, B. Balaji, Muthuvel Palani, S. Kumar, Vijay Panjwani, Ms Varsha Poddar (for Gopal Singh), Joydeep Mazumdar, Debojyoti Bhattacharya (for Parijat Sinha), Krishnayan Sen, Himanshu Bhushan, Uddyam Mukherjee, Ms Sakshi Kakkar (for C.D. Singh), Mohit Kr. Shah, Gaurav Kanth, Pushkar

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Taimni, V.N. Raghupathy, Lagnesh Mishra, Parikshit P. Angadi, Prakash Jadhav, Saurabh Ajay Gupta, Nishant Bishnoi (for Kuldeep Singh), C.K. Sasi, Varinder Kr. Sharma and Ms Sunita Sharma, Advocates] for the appearing parties.

The Judgment of the Court was delivered by

J.S. KHEHAR, C.J.— The petitioners have approached this Court, seeking a writ in the nature of mandamus, for a direction to the respondents (which includes the Union Government, all the State Governments and the Union Territories), to ensure that no industry which requires "consent to operate" from the Pollution Control Board concerned, is permitted to function, unless it has a functional effluent treatment plant, which is capable to meet the prescribed norms for removing the pollutants from the effluent, before it is discharged.

2. The Union of India and the State Governments (including the Union Territories) have filed counter-affidavits, expressing their individual positions. During the course of hearing, the learned counsel representing the respondents, also made some suggestions, which could be highly beneficial, in carrying forward the process of removing pollutants, from the discharged effluent, in a systematic and coordinated manner.

3. During the course of hearing, it was not disputed between the rival parties that the initiation of the process has to be at the individual level of the industry itself. It was suggested that each industry which requires "consent to operate" from the Pollution Control Board concerned, should be mandated to set up a functional primary effluent treatment plant. We are informed that only when such an effluent treatment plant has been set up, the Pollution Control Board concerned grants a "no objection" to the industry, and accordingly "consent to operate", so as to allow the industry to become functional. It is therefore apparent that all running industrial units, which require "consent to operate" from the Pollution Control Board concerned, have a functional primary effluent treatment plant, in place.

4. The question that arises for our consideration is, whether the same is maintained in good order, after the industry itself has become functional. The industry requiring "consent to operate", can be permitted to run, only if its primary effluent treatment plant, is functional. We, therefore, consider it just and appropriate, to direct the State Pollution Control Boards concerned, to issue notices to all industrial units, which require "consent to operate", by way of a common advertisement, requiring them to make their primary effluent treatment plants fully operational, within three months from today. On the expiry of the notice period of three months, the State Pollution Control Board(s) concerned are mandated to carry out inspections, to verify, whether or not, each industrial unit requiring "consent to operate", has a functional primary effluent treatment plant. Such of the industrial units, which have not been able to make their primary effluent treatment plant fully operational,

within the notice period, shall be restrained from any further industrial activity. This direction may be implemented by requiring the electricity supply and distribution agency concerned, to disconnect the electricity connection of the defaulting industry. We, therefore, hereby further direct that in case the State Pollution Control Boards concerned make a recommendation to the electrical supply and distribution agency/company concerned, to disconnect electricity supply to an industry, for the reason that its primary effluent treatment plant is not functional, it shall honour such recommendation, and shall disconnect the electricity supply to such defaulting

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industrial concern, forthwith.

5. Such an industrial concern, which has been disabled from carrying on its industrial activities, as has been indicated in the foregoing paragraph, is granted liberty to make its primary effluent treatment plant functional to the required capacity, and thereupon, seek a fresh "consent to operate" from the Pollution Control Board concerned. Only after the receipt of such fresh "consent to operate", the industrial activities of the disabled industry, can be permitted to be resumed. In carrying out the above exercise, we consider it just and appropriate to require the Pollution Control Boards to carry out inspections, by prioritising inspections of severely and critically polluted industries, so that visible results emerge at the earliest.

6. Liberty is hereby granted to private individual(s) and organisations, to address complaints to the Pollution Control Board concerned, if any industry is in default. On the receipt of any such complaint, the Pollution Control Board concerned, shall be obliged to verify the same, and take such action against the defaulting industry, as may be permissible in law. Such action, would be in addition to the discontinuation of industrial activity forthwith, in the manner directed hereinabove (but only after verification).

7. Having effectuated the directions recorded in the foregoing paragraphs, the next step would be, to set up common effluent treatment plants. We are informed, that for the aforesaid purpose, the financial contribution of the Central Government is to the extent of 50%, that of the State Government concerned (including the Union Territory concerned) is 25%. The balance 25%, is to be arranged by way of loans from banks. The above loans, are to be repaid, by the industrial areas, and/or industrial clusters. We are also informed that the setting up of a common effluent treatment plant, would ordinarily take approximately two years (in cases where the process has yet to be commenced). The reason for the above prolonged period, for setting up "common effluent treatment plants", according to the learned counsel, is not only financial, but also, the requirement of land acquisition, for the same.

8. In view of the fact that the financial position has been taken care of, as has been expressed above, we are of the view, that the setting up of "common effluent treatment plants", should be taken up as an urgent mission. With reference to common effluent treatment plants, which are already under implementation, we hope and expect that they would be completed within the timelines already postulated. With reference to common effluent treatment plants, which are yet to be set up, we consider it just and appropriate to direct the State Governments concerned (including the Union Territories concerned) to complete the same within a period of three years, from today. We are also of

the view that while acquiring land for the "common effluent treatment plants", the State Governments concerned (including the Union Territories concerned) will acquire such additional land, as may be required for setting up "zero liquid discharge plants", if and when required in the future.

9. During the course of hearing, we were informed by the learned counsel that the running of "common effluent treatment plants", which are in place, is also a matter of serious concern. In this behalf, it was submitted that some of the common effluent treatment plants are dysfunctional, because of lack of finances, whilst some others are dysfunctional, because of the requirement of repairs, which have not been carried out, again because of lack of financial resources.

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10. Given the responsibility vested in municipalities under Article 243-W of the Constitution, as also, in Item 6 of Schedule XII, wherein the aforesaid obligation, pointedly extends to "public health, sanitation conservancy and solid waste management", we are of the view that the onus to operate the existing common effluent treatment plants, rests on municipalities (and/or local bodies). Given the aforesaid responsibility, the municipalities (and/or local bodies) concerned, cannot be permitted to shy away from discharging this onerous duty. In case there are further financial constraints, the remedy lies in Articles 243-X and 243-Y of the Constitution. It will be open to the municipalities (and/or local bodies) concerned, to evolve norms to recover funds, for the purpose of generating finances to install and run all the "common effluent treatment plants", within the purview of the provisions referred to hereinabove. Needless to mention that such norms as may be evolved for generating financial resources, may include all or any of the commercial, industrial and domestic beneficiaries, of the facility. The process of evolving the above norms, shall be supervised by the State Government (Union Territory) concerned, through the Secretaries, Urban Development and Local Bodies, respectively (depending on the location of the respective common effluent treatment plant). The norms for generating funds for setting up and/or operating the "common effluent treatment plant" shall be finalised, on or before 31-3-2017, so as to be implemented with effect from the next financial year. In case, such norms are not in place, before the commencement of the next financial year, the State Governments (or the Union Territories) concerned, shall cater to the financial requirements, of running the "common effluent treatment plants", which are presently dysfunctional, from their own financial resources.

11. Just in the manner suggested hereinabove, for the purpose of setting up of "common effluent treatment plants", the State Governments concerned (including, the Union Territories concerned) will prioritise such cities, towns and villages, which discharge industrial pollutants and sewer, directly into rivers and water bodies.

12. We are of the view that in the manner suggested above, the malady of sewer treatment, should also be dealt with simultaneously. We, therefore, hereby direct that "sewage treatment plants" shall also be set up and made functional, within the timelines and the format, expressed hereinabove.

13. We are of the view that mere directions are inconsequential, unless a rigid implementation mechanism is laid down. We, therefore, hereby

provide that the directions pertaining to continuation of industrial activity only when there is in place a functional "primary effluent treatment plants", and the setting up of functional "common effluent treatment plants" within the timelines, expressed above, shall be of the Member Secretaries of the Pollution Control Boards concerned. The Secretary of the Department of Environment, of the State Government concerned (and the Union Territory concerned), shall be answerable in case of default. The Secretaries to the Government concerned shall be responsible for monitoring the progress and issuing necessary directions to the Pollution Control Board concerned, as may be required, for the implementation of the above directions. They shall be also responsible for collecting and maintaining records of data, in respect of the directions contained in this order. The said data shall be furnished to the Central Ground Water Authority, which shall evaluate the data and shall furnish the same to the Bench of the jurisdictional National Green Tribunal.

14. To supervise complaints of non-implementation of the instant directions, the

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Benches concerned of the National Green Tribunal, will maintain running and numbered case files, by dividing the jurisdictional area into units. The abovementioned case files will be listed periodically. The Pollution Control Board concerned is also hereby directed to initiate such civil or criminal action, as may be permissible in law, against all or any of the defaulters.

15. Liberty is granted to private individuals and organisations, to approach the Bench concerned of the jurisdictional National Green Tribunal, for appropriate orders, by pointing out deficiencies, in implementation of the above directions.

16. It however needs to be clarified that the instant directions and timelines shall not in any way dilute any timelines and directions issued by courts or Benches of the National Green Tribunal, hitherto before, wherein the postulated timelines would expire before the ones expressed through the directions recorded above. It is clarified that the timelines expressed hereinabove will be relevant, only in situations where there are no prevalent timeline(s), and also, where a longer period has been provided for.

17. It would be in the interest of implementation of the objective sought to be achieved, to also require each State concerned (and each Union Territory concerned) to make provision for "online, real time, continuous monitoring system" to display emission levels, in the public domain, on the portal of the State Pollution Control Board concerned. We are informed that at least three State Governments have already adopted the aforesaid measures. Such measures shall be put in place by all the State Governments concerned (including the Union Territories concerned), within six months from today.

18. The instant writ petition stands disposed of, in the aforesaid terms.

———

† Under Article 32 of the Constitution of India

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REVISED ORDER
CORRECTED 31.08.2018

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Original Application No. 593/2017
(W.P. (Civil) No. 375/2012)

In the matter of:

Paryavaran Suraksha Samiti & Anr.
Vs.
Union of India & Ors.

CORAM : HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON
HON'BLE DR. JUSTICE JAWAD RAHIM, JUDICIAL MEMBER
HON'BLE MR. JUSTICE S.P. WANGDI, JUDICIAL MEMBER
HON'BLE DR. NAGIN NANDA, EXPERT MEMBER

Present: **Applicant:** **Mr. Rohit Prajapati, Applicant in person**
Amicus Curiae: **Mr. Jai A. Dehadrai, Adv.**
Respondent Nos. **Mr. Nishe Rajan Shonker, Adv. for State of Kerala**
Mr. Tarunvir Singh Khehar, Ms. Guneet Khehar Mr. Sandeep Mishra Advs. for GNCTD
Mr. Anil Shrivastava Mr Rituraj Bswas and Ms. Sujaya Bardhan, Advs. for State of Arunachal Pradesh
Mr. Jogy Scaria, Ms. Beena Victor, Advs. for Kerala State Pollution Control Board
Mr. Avijit Roy, Adv. for Assam Pollution Control Board
Mr. Leishangthem Roshmani Kh, Ms. Maibam Babina, Advs. for State of Manipur
Mr. Nikhil Nayyar, Mr. Dhananjay Baijal, Advs. for APPCB and TSPCB
Mr. Mukesh Verma, Adv.
Mr. Tarunvir Singh Khehar, Adv., Mr. Sandeep Mishra and Ms. Guneet Khehar, Adv.
Mr. Dinesh Jindal, LO for DPCC
Ms. Aruna Mathur, Mr. Avneesh Arputham, Ms. Simraj Jeet and Ms. Anuradha Arputham, Advs. for State of Sikkim
Mr. Raja Chatterjee, Mr. Piyush Sachdev, Ms. Abhinandini Yadav, Advs. and Advs. for State of WB
Mr. Edward Belho, AAG, Mr. K. Luikang Michael and Ms. Hoineithiam, Advs. for State of Nagaland
Ms. Enatoli Sema, Adv. for State of Nagaland and Pollution Control Board
Mr. M. Paikaray and Mr. A.K. Panda, Advs. for SPCB, Odisha
Mr. Dhruv Pal, Adv. for State of Gujarat
Mr. V.K. Shukla, Adv. for State of MP
Mr. Jayesh Gaurav, Adv. for R-47
Mr. Tayenjam Momo Singh, Adv. for Meghalaya Pollution Control Board
Mr. Shlok Chandra and Mr. Ritesh Kumar Sharma, Advs.
Mr. Gautam Singh and Mr. Shoeab Alam, Advs. for State of Bihar
Ms. Aprajita Mukherjee, Adv.
Ms. G. Indira, Adv. for UT of Andaman & Nicobar
Mr. Balendu Shekhar, Mr. Sriansh Prakash and Mr. Rajkumar Maurya, Advs. for Ministry of Environment, Forest and Climate Change
Ms. Puja Kalra, Adv. for SDMC & NDMC

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Mr. Anil Grover, AAG, Mr. Rahul Khurana and Mr. Mishal Vij, Advs. for State of Haryana and HSPCB
Ms. Yogmaya Agnihotri, Adv. and Ms. Prity, Adv. for CECB
Ms. Sakshi Popli, Adv. for Ministry of Environment, Forest and Climate Change
Mr. Shuvodeep Roy, Adv. and Mr. Rituraj Biswas, Adv. for State of Tripura & Tripura Pollution Control Board
Mr. Shashank Bajpai and Mr. Shakun S. Shukla, Advs. for State of Odisha
Ms. Asha Nayar Basu and Ms. Aradhita Ghosh Mandal, Advs.
Ms. Priyanka Sinha, Adv. for State of Jharkhand
Mr. Rajul Shrivastav, Adv. for MPPCB
Mr. Pradeep Misra and Mr. Daleep Dhyani Advs. for UPPCB
Mr. R. Rakesh Sharma and Mr. V. Mowli, Advs. for State of TN & TNPCB
Mr. Shubham Bhalla, Adv.
Mr. Shiv Mangal Sharma, AAG, Mr. Saurabh Rajpal, Mr. Adhiraj Singh, Ms.Shikha Sandhu and Mr. Vikrmjeet singh, Advs. for State of Rajasthan and Pollution Control Board
Mr. G. M. Kawoosa, Adv. for State of J & K
Mr. Divya Prakash Pande, Adv. For HPSPCB
Mr. Manish Kumar, Adv.

	Date and Remarks	**Orders of the Tribunal**
	Item No. 12 **August 03, 2018** **A**	1. This matter was taken by this Tribunal in furtherance to the orders of the Hon'ble Supreme Court dated 22.02.2017 *Paryavaran Suraksha Samiti Vs. Union of India* (2017) 5 SCC 326, establishment and functioning of ETPs/CETP/STPs. 2. Vide order dated 25.05.2017, Notice was issued to Central Pollution Control Board and all the States Pollution Control Boards/Committees and the Ministry of Environment, Forest and Climate Change. They were directed to file status-cum-compliance report in terms of the orders of the Hon'ble Supreme Court. Accordingly, various status reports have been filed. An affidavit has been filed by the Ministry of Environment, Forest and Climate Change dated 04th July, 2017 stating as follows: *"4. That the answering Respondent is engaged in policy formulation, prescribing standards and its implementation through the Central Pollution Control Board (CPCB), State Pollution Control Boards (SPCBs) and Pollution Control Committees (PCCs) for UTs. This Ministry has written to all*

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	Item No. 12 **August 03, 2018** **A**	*SPCBs and PCCs as well as to CPCB to ensure compliance of the judgment of the Hon'ble Supreme Court and to submit detailed compliance report.* *5. That the CPCB has also followed up with all SPCBs and PCCs through letters and review meetings to ensure compliance of the aforementioned judgment and that the matter was also discussed in the 62nd Conference of the Chairmen and Member Secretaries of SPCBs and PCCs held on 27.06.2017. That 26 SPCBs/PCCs have submitted the compliance report, which has been summarized at* ***Annexure-I****.* *6. That the CPCB has also carried out inspections of 17 categories of industries to verify compliance with its directions issued on online effluent/emission monitoring system and to cross-verify online results with manual sampling. During February-June, 2017, 64 industries were inspected and directions under section 5 of the Environment (Protection) Act, 1986 have been issued to 24 non-complying industries; 18 industries were complying; 8 were found closed and inspection reports of 14 industries are under process.* *7. That the CPCB and NMCG through 11 technical institutions, inspected 751 industries located in the River Ganga main stem during March-April, 2017 to verify the status of installation and connectivity of industries discharging effluents as well as their compliance with the standards. Closure directions have been issued to 154 industries; show cause notices issue to 36 industries; 149 industries were found complying and direction issued to 91 self-closed Grossly Polluting Industries (GPI) to remain closed; 93 GPI units were found closed as per directions; 38 GPI units found operational in violation of closure directions and inspection reports of 190 industries are under process".* 3. We have heard learned Amicus Curiae Sh. Jai A. Dehadrai and the learned counsel for Ministry of Environment, Forest and Climate Change, Central Pollution Control Board, various State Pollution Control Boards and the Pollution Control Committees. 4. Learned Amicus Curiae has drawn our attention to orders dated 04.07.2017, 18.09.2017 and 11.10.2017 of the Tribunal directing the State Pollution Control Boards to file a statement as to how many Industrial Units discharging trade effluents or causing emissions exist in

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	Item No. 12 **August 03, 2018** **A**	the State, how many are having their own STPs, ETPs and/or connected to Common Effluent Treatment Plant (CETP), whether any such CETP or ETP or STP is properly functioning and treating the effluents as per prescribed limits or not. 5. Learned Amicus Curiae submitted that contamination of water due to industrial effluents can lead to various diseases and adverse consequences on the aquatic organism due to decreased level of oxygen. The use of technology can help reduction of adverse consequences. However, the best solution is to prevent pollution by soil conservation and proper disposal of toxics and chemicals which may include chemical recycling. 6. Having monitored the matter for the last more than one year on several dates, we are of the view that the matter requires continuous monitoring by statutory authorities as per directions which we proceed to issue today. (i) We direct the Central Pollution Control Board (CPCB) to forthwith prepare an action plan after looking into all the status reports. The action plans must have mechanism to ensure compliance or all the directions in the order of the Hon'ble Supreme Court. To enable this to be done, a Nodal officer must be identified to deal with the issue of CETPs/ ETPs/STPs. (ii) A representative of the Ministry of Environment, Forest and Climate Change may be associated with the Nodal Officer of the CETP for monitoring. The Monitoring by the said two officers- the representative of the MoEF and the Nodal Officer of the CPCB must be held atleast once in a

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	Item No. 12 **August 03, 2018** **A**	month and on the basis of such meeting and the feedback taken further follow up action must be taken and appropriate directions issued. This process may be a continuous process. (iii) It must be ensured that STPs, CETPs and ETPs are functional and meet the requisite standards. (iv) There is already a direction in the above judgment under which 50% of the funds for the purpose are to be provided by the Central Government, 25% by the States and remaining 25% to be arranged by way of loans which is to be re-paid by the user industries. Local bodies and the States have duties as clearly stipulated in the judgment. There has to be online monitoring system by each State to display emission levels in public domain in terms of paragraph 17 of the order of the Hon'ble Supreme Court. (v) A report of the steps taken may be placed on the website of the Central Pollution Control Board atleast once in three months. Deficiencies if any may also be so displayed. (vi) The Central Pollution Control Board may take penal action for failure, if any, against those accountable for setting up and maintaining STPs, CETPs and ETPs Central Pollution Control Board may also assess and recover compensation for damage to the environment and the said fund be kept in a separate account and utilized in terms of an action plan for protection of the environment. Such action plan may be prepared by the Central Pollution Control Board within three months from today. (vii) A compliance report in terms of the above order may

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	Item No. 12 **August 03, 2018** **A**	be furnished to this Tribunal within four months from today by e-mail at filing.ngt@gmail.com. (7) Proceedings are disposed of. However, the report received from the Central Pollution Control Board may be placed for consideration before this Tribunal on 3.2.2019. We place on record our appreciation for the services rendered by the learned Amicus Curiae. ……., CP (Adarsh Kumar Goel) ……., JM (Dr. Jawad Rahim) ……,JM (S.P. Wangdi) ……,EM (Dr. Nagin Nanda) 03.08.2018

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Ambience Developers & Infrastructure Pvt. Ltd.

AMBIENCE
the new standard

EXTRACTS OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF AMBIENCE DEVELOPERS & INFRASTRUCTURE PRIVATE LIMITED IN THEIR MEETING HELD ON 27.08.2021 AT THE REGISTERED OFFICE OF THE COMPANY AT L-4, GREEN PARK EXTENSION, NEW DELHI -110016

"RESOLVED THAT, in supersession of earlier resolution passed by the Board in this context, Sh.G.S.Sachdeva, Authorized Signatory of the Company be and is hereby authorized to represent the Company in respect of the O.A.No. 238/2015 in the Matter titled as "M/s Anil Uppal Vs. UOI & Ors.", pending before the Hon'ble National Green Tribunal Principal Bench, at New Delhi.

FURTHER RESOLVED THAT Sh.G.S.Sachdeva, Authorized Signatory of the Company be and is hereby authorized to sign, verify and execute the necessary documents which include the Vakalatnama also; to appear in the Tribunal /Court proceedings on behalf of the Company; to sign and verify the pleadings; to tender the evidence; to allow/produce evidence of other relevant persons; to submit the documents; to swear affidavit(s); to make the depositions & statements; to file revision, review, appeals and to initiate and defend any other litigation arising out of this dispute etc.; to compromise the matter and to do all other deeds and things on behalf of the Company required for the above said purposes."

For Ambience Developers & Infrastructure Pvt. Ltd

Signature of Shri G.S.Sachdeva Attested

Director

CERTIFIED TRUE COPY
For Ambience Developers & Infrastructure Pvt. Ltd

Director

Gmail Proof of service

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Lex office <lexoffice21@gmail.com>

Advance Service of the Objections filed on behalf of Respondent No. 6 to the Joint Committee Report dated 03.12.2020

1 message

Lex office <lexoffice21@gmail.com> Sat, Sep 18, 2021 at 12:02 PM
To: admin@skvassociates.com

Dear Sir/ Ma'am,

Please find attached the Objections/ Response on behalf of Respondent No. 6 (Ambience Developers & Infrastructure Private Limited) to the Joint Committee Report dated 03.12.2020 filed in O.A. 238/2015 (Shri Anil Uppal & Ors. vs. Union of India & Ors.).

Copy to:
Kanika Agnihotri & Vaibhav Agnihotri (SKV Associates)
Email: admin@skvassociates.com
Phone No.: 011- 46572411
(Counsels for the Applicants)

Regards,
Mohit Mudgal
Advocate for Respondent No. 6
Mobile: 8826733076

Objections to JC Report dt. 03.12.20.pdf