



**Regional Office, Palwal Region**  
**Haryana State Pollution Control Board**  
**II - Floor , HSVP Office Complex,**  
**Near Gymkhana Club, Sector -12, Palwal-121102**  
 Website - [www.hspcb.gov.in](http://www.hspcb.gov.in) E-Mail - [hspcbropal@gmail.com](mailto:hspcbropal@gmail.com)



No. HSPCB/PAL/2023/995

Dated: 29.01.2024

To

The Registrar,  
 National Green Tribunal,  
 Faridkot House, Copernicus Road,  
 New Delhi.  
 Email ID:- [judicial-ngt@gov.in](mailto:judicial-ngt@gov.in)

**Sub. Status of site report in the matter of OA No. 79 of 2022 Titled as Radhey Shyam Vs State of Haryana and Others in compliance of Hon'ble National Green Tribunal order dated 18.12.2023.**

R/Sir,

This is in the reference to above mentioned matter. The Hon'ble Tribunal vide order dated 18.12.2023 in the matter of OA No. 79 of 2022 Titled as Radhey Shyam Vs State of Haryana and Others has directed as under:-

*"Respondent no.2-HSPCB is directed to take appropriate action and issue appropriate orders for remedial measures to be taken by respondent no.3-HSVP and respondent no.5-M/s. Omaxe City, Palwal in time bound manner and respondent no. 3-HSVP and respondent no. 5-M/s. Omaxe City, Palwal are directed to take requisite remedial measures. 6. Action Taken Report be filed by Respondent no.2-HSPCB, respondent no.3-HSVP and respondent no.5-M/s. Omaxe City, Palwal within one month."*

In compliance of above said orders, the status of site report is enclosed herewith. It is requested to kindly accept the report and place before the Hon'ble Tribunal.

**DA/As above**

Digitally signed by  
 AKANSHA AKANSHA  
 TANWAR TANWAR  
 TANWAR Date: 2024.01.29  
 11:41:05 +05'30'

**Regional Officer**  
**Palwal Region**

IN THE HON'BLE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI

OA No. 79 of 2022

IN THE MATTER OF:

Radhey Shyam

...Petitioner

Vs

State of Haryana and Others

...Respondents

REPLY ON BEHALF OF RESPONDENT No. 2 THROUGH Smt. AKANSHA TANWAR, REGIONAL OFFICER, HARYANA STATE POLLUTION CONTROL BOARD, PALWAL IN COMPLIANCE OF ORDER DATED 18.12.2023.

MOST RESPECTFULLY SHOWETH:

1. That the above subjected OA has been filed alleging violation of environmental norms by the Respondent No.5 i.e. M/s Omaxe City, Palwal. This Hon'ble Tribunal vide order dated 03.02.2022, constituted the Joint Committee and directed to submit factual and action taken report.
2. That in compliance of order dated 03.02.2022, a report was filed vide email dated 11.10.2022 and another report was filed vide letter dated 11.02.2023. Thereafter, vide order dated 18.12.2023 the Hon'ble NGT issued the following directions

*"Respondent no.2-HSPCB is directed to take appropriate action and issue appropriate orders for remedial measures to be taken by respondent no.3-HSVP and respondent no.5-M/s. Omaxe City, Palwal in time bound manner and respondent no. 3-HSVP and respondent no. 5-M/s. Omaxe City, Palwal are directed to take requisite remedial measures. 6. Action Taken Report be filed by Respondent no.2-HSPCB respondent no.3-HSVP and respondent no.5-M/s. Omaxe City, Palwal within one month"*

3. That in compliance of directions dated 18.12.2023 passed by this Hon'ble Tribunal, Regional Officer, HSPCB has issued letter to HSVP and the project proponent Omaxe City, Palwal on 30.12.2023 regarding compliance of recommendations of joint committee. HSVP replied that the master sewerage system has been handed over to

PHED and has been laid by MC Palwal. MC Palwal has allowed the project proponent to connect the outlet of the STP to the master sewage line which was passing through the Omaxe City Palwal. Further, the project proponent submitted the point wise compliance report on 09.01.2024. Thereafter, site was visited on 18.01.2024 by the Field Officer and Regional Officer, Palwal to verify the compliance status of recommendations of joint committee. The verification report of compliances made by project proponent of Omaxe City, Palwal on the recommendations of the joint committee as verified during site inspection and information submitted by M/s Project Proponent and Municipal Council, Palwal is given below:

**Status of site in Original Application No. 79/2022 Radhey Shyam & Ors Vs State of Haryana.**

Sr. No.	Recommendations of Joint Committee	Factual position as per Verification dated 18.01.2024
1	The management of M/s Omaxe city, Palwal should have to immediately take up the construction of proper and regular boundary wall of STP.	The company has installed STP of phytoid technology which uses certain specific plants that can absorb nutrients directly from wastewater, the water samples from inlet and outlet of the STP were collected on 18.01.2024 and sent to HSPCB lab for testing. As per Analysis Report no. 1910 dated 25.01.2024, all parameters are within permissible limits. The boundary wall/ Covering of STP is provided with GI Sheets Structures. Unit has also planted Trees and hedges near the boundary wall and during inspection, no foul odour was found near STP. (Photographs of STP is attached as <b>Annexure R-1</b> , Photographs of GI sheet boundary around the STP is attached as <b>Annexure R-2</b> and analysis report is attached as <b>Annexure R-3</b> )
2	A separate pipeline has to be laid for carrying and use	A separate pipeline for treated waste water has already been laid for carrying

	<p>of treated sewage from STP for reuse in gardening/flushing, as per the EC conditions Ultra Violet radiation system for disinfection System of treated effluent has to be installed at the STP before the reuse of the treated sewage /effluent as per the EC conditions.</p>	<p>and use of treated sewage from STP for reuse in gardening in various green belts and parks. (Photographs are attached as <b>Annexure R-4</b>).</p> <p>Yes, the unit has installed Ultra Violet radiation system for disinfection System of treated effluent and found in working condition. (Photographs are attached as <b>Annexure R-5</b>).</p> <p>The total discharge of the project proponent is approx 500 KLD and the STP installed is of capacity 1000 KLD. The treated effluent is being reused for gardening purpose only and the left over treated effluent is being discharge through public sewer.</p>
3	<p>HSVP has to provide master external sewer system for ultimate connection for discharge of excess treated sewage during rainy season and winter season as occupancy of the colony is increasing day by day with the passage of time.</p>	<p>HSVP replied that the master sewerage system has been handed over to PHED and has been laid by MC Palwal. MC Palwal has allowed the project proponent to connect the outlet of the STP to the master sewage line which was passing through the Omaxe City Palwal. (Photos are enclosed as <b>Annexure R-6</b>)</p>
4	<p>The abandoned STP needs immediate cleaning and permanent closure/dismantling to avoid further collection of water. The capacity of existing STP has to be got certified by the reputed institution and future expansion of STP is also required keeping in view of increase in the occupancy day by day.</p>	<p>Abandoned STP has been cleaned and permanently closed (Photographs are attached as <b>Annexure R-7</b>). The unit has submitted the capacity certificate from the Habitat Engineering service Consultant (attached as <b>Annexure R-8</b>).</p> <p>Further the unit has submitted that Since the existing STP of 1000 KLD is sufficient to cater the existing effluent water load of present population, whenever population/inhabitancy is increased M/s Omaxe City, Palwal shall ensure to increase the capacity.</p>

5	The accumulated untreated sewage near Omaxe heights (group housing) also need immediate cleaning.	The accumulated untreated sewage near Omaxe heights was due to damaging of sewer pipe by MC Palwal for laying their sewer line which was passing through Omaxe city Palwal. The line was repaired by project proponent and same was verified on 04.02.2023. At present also there is no accumulated sewage near Omaxe heights. (Letter dated 06.09.2022 of RWA was also received. Copy of said letter and photographs of cleaned site is enclosed as <b>Annexure R-9 and R-10</b> ).
6	A mechanism has to be developed by the maintenance agency of the colony to ensure regular cleaning of roof top rainwater connecting gully traps and rainwater harvesting bore well pits for recharge of ground water aquifer.	Cleaning of Rain water harvesting pits work has already been done and as per requirements the work is regularly being done by the Maintenance Agency and same was verified on 04.02.2023. (Copy of work order along with photographs is attached as <b>Annexure R- 11</b> ).
7	HSVP has to provide external storm drainage system for ultimate connection of disposal of rain water of this colony Omaxe city under the provision of EDC as occupancy is increasing day by day.	The unit has already provided 16 nos. of RWH pits for recharge of groundwater and the latest photographs are attached as <b>Annexure R-12</b> ).
8	A team has to be put on the job with immediate effect by the maintenance agency of the Omaxe city to locate the fault of intermixing sewer line with carrier pipe lines of roof top rain water collection	No intermixing of sewer line with carrier pipe lines was observed during inspection and also there is no blockage/overflow of sewer line in the premises. Such work order for regular cleaning given to the maintenance agency by the unit is attached as

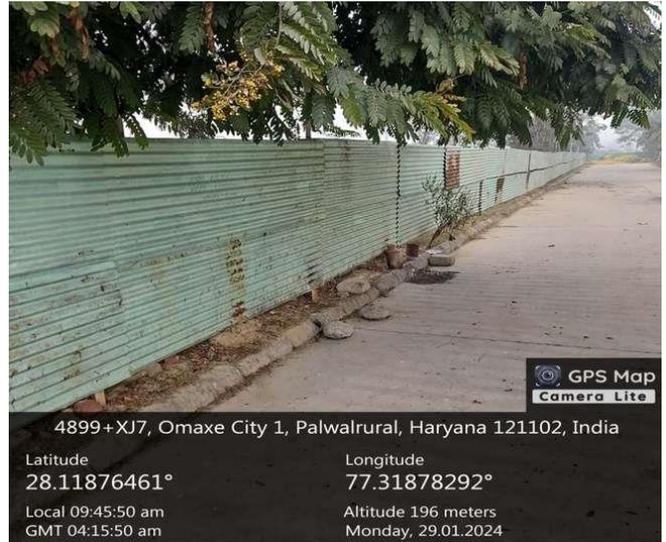
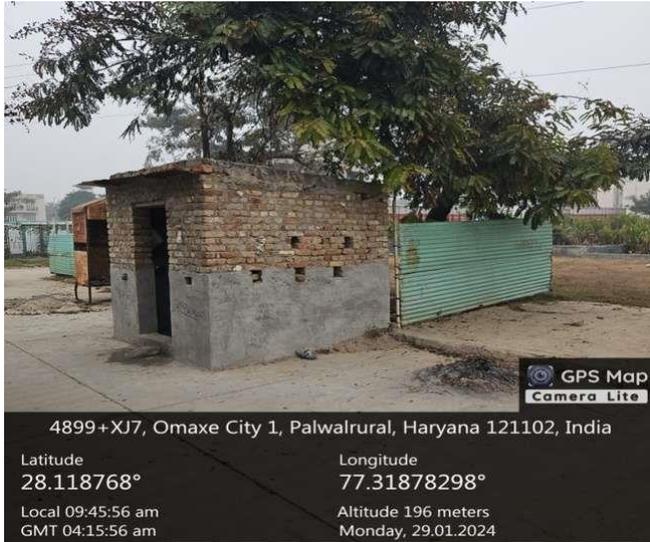
	gully trap to RWII pits.	Annexure R-13.
9	The cleaning of existing sewerage system is immediately required to clear the blockages with the help of sewerage cleaning machines as lot of construction activities is going in the colony to ensure the smooth flow of sewer line to the STP in addition to measures suggested at serial No.1	The cleaning of existing sewerage system has been completed along with cleaning of STP (Photographs are attached as <b>Annexure R-14</b> ).
10	Sufficient capacity Organic waste converter is required to be installed for treatment of collected biodegradable garbage /waste (wet waste).	Unit has provided 16 number of compost pits for waste generation from green belts. Photographs are attached as <b>Annexure – 15</b> .
11	For segregated dry waste, a regular mechanism have to be developed in coordination with Municipal Council, Palwal for regular lifting /disposal of collected dry waste from the waste segregation yard of the colony.	During inspection, it was found that 16 nos. of waste compost pits is provided by the project proponent. However, Door to Door collection of Solid Waste from residences of Omaxe is being done by Municipal Council, Palwal regularly. Moreover, if any solid waste found left over in the premises of Omaxe City Palwal, than it is being disposed in the compost pits as intimated by the project proponent during inspection.

The Factual position as per verification done on 18.01.2024 and subsequent status as provided by M/s Project Proponent and Municipal Council, Palwal, Palwal is being submitted for kind consideration of this Hon'ble Tribunal.

  
29/01/2024  
Field Officer  
HSPCB, Palwal

Digitally signed by  
AKANSHA  
TANWAR  
Date: 2024.01.29  
12:26:01 +05'30'  
Regional Officer  
HSPCB, Palwal







**FORM j**  
(See Rule 20)

Report No.:-1910  
Dated - January 25, 2024

I, hereby, certify that I Narender Hooda as Board Analyst, duly appointed under sub section (3) of section 53 of Water (Prevention and control of Pollution) Act, 1974(6 of 1974) received on the 19<sup>th</sup> day of January, 2024 from Smt. Akansha Tanwar, 'R.O', & Sh. Randeep Sindhu, AEE, a sample of liquid domestic effluent of M/s Omaxe City Palwal, Sector-11 & 14, Palwal, collected on 18.01.2024 from the Inlet & Outlet of STP for analysis. The Sample was in a condition fit for analysis reported below:-

I further certify that I have analyzed the afore-mentioned sample on 19/01/2024 to 25/01/2024 and declare the result of analysis to be as follow:-

Sr. No.	Parameter	Inlet of STP	Outlet of STP	Method of Testing
1.	pH Value	8.4	7.0	As per relevant parts of Standard Methods for the Examination of water and waste water APHA(24 <sup>th</sup> edition) 2023
2.	Conductivity $\mu$ S/cm	3250	1740	
3.	Total Suspended Solids mg/l	185	16	
4.	B.O.D.(5 Days at 20 <sup>o</sup> C) mg/l	78	5	
5.	Chemical Oxygen Demand mg/l	328	24	
6.	Oil & Grease mg/l	7.6	BDL	

The condition of the seals, fastening and container on receipt was as follow:

Container had its seals found intact in order; slip on the container had the signature of the representative of the industry and the board representative.

Signed this on **25<sup>th</sup> day of January, 2024**

Haryana State Pollution Control Board Laboratory,  
Sector-16 A, Faridabad

  
Board Analyst

To

The Member Secretary, HSPCB, Panchkula/ Regional Office, HSPCB, Palwal

Endst. No. HSPCB/LAB/F/2024/ 9511

Dated: 25/01/2024

This test report relate only to the particular sample submitted for testing



**PREVENT  
POLLUTION**

**FORM j**  
(See Rule 20)

Report No.:-1910

Dated - January 25, 2024

I, hereby, certify that I Narender Hooda as Board Analyst, duly appointed under sub section (3) of section 53 of Water (Prevention and control of Pollution) Act, 1974(6 of 1974) received on the 19<sup>th</sup> day of January, 2024 from Smt. Akansha Tanwar, 'R.O', & Sh. Randeep Sindhu, AEE, a sample of liquid domestic effluent of M/s Omaxe City Palwal, Sector-11 & 14, Palwal, collected on 18.01.2024 from the Inlet & Outlet of STP for analysis. The Sample was in a condition fit for analysis reported below:-

I further certify that I have analyzed the afore-mentioned sample on 19/01/2024 to 25/01/2024 and declare the result of analysis to be as follow:-

Sr. No.	Parameter	Inlet of STP	Outlet of STP	Method of Testing
1.	Colour	Blackish	Almost Colorless	As per relevant parts of IS:3025 (Part-1) 1987 & relevant parts and Standard Methods for the Examination of water and waste water APHA(24 <sup>th</sup> edition) 2023
2.	Odour	Bad	Almost Odourless	
3.	Total Nitrogen mg/l	11.5	BDL	
4.	Fecal Coliform MPN/100 ml	1700	63.0	

The condition of the seals, fastening and container on receipt was as follow:  
Container had its seals found intact in order; slip on the container had the signature of the representative of the industry and the board representative.  
Signed this on **25<sup>th</sup> day of January, 2024**

Haryana State Pollution Control Board Laboratory,  
Sector-16 A, Faridabad

*Narender Hooda*  
Board Analyst

To

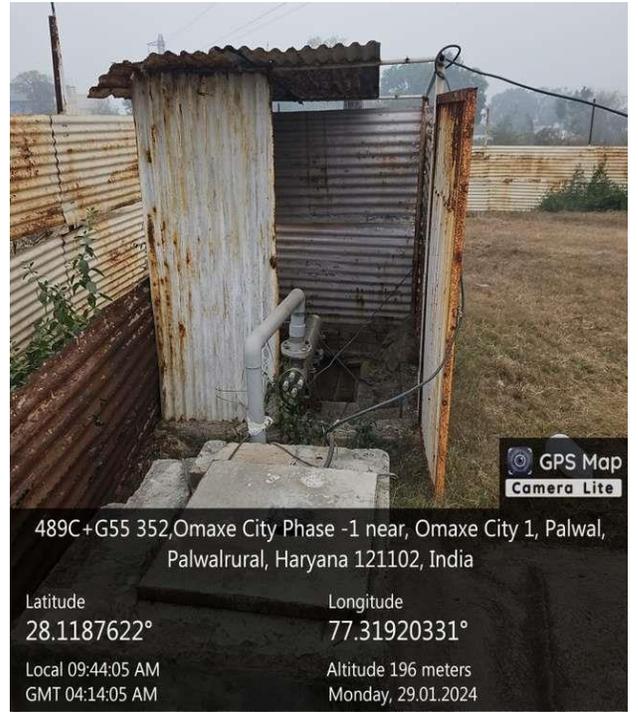
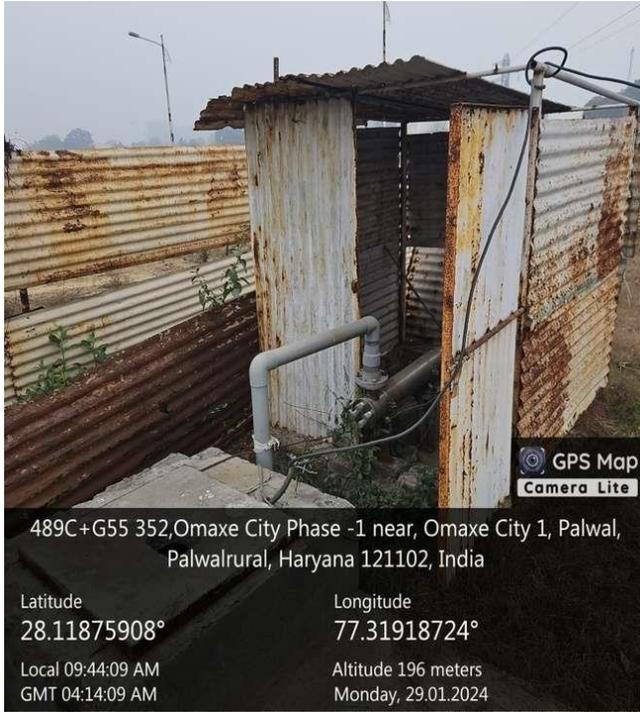
The Member Secretary, HSPCB, Panchkula/ Regional Office, HSPCB, Palwal

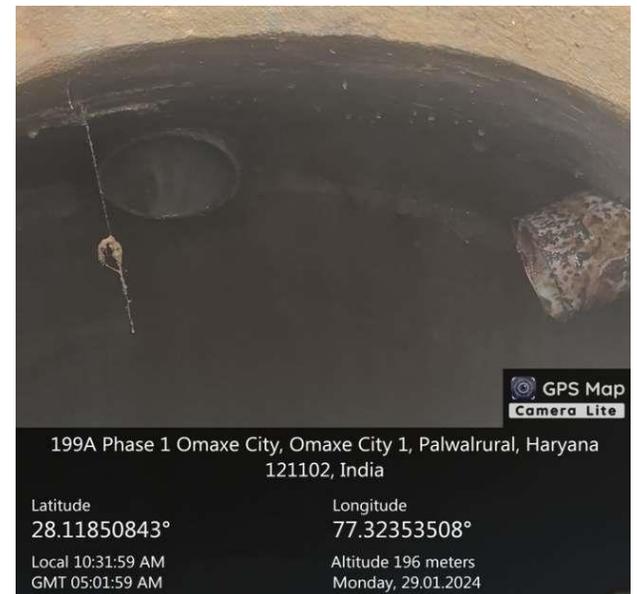
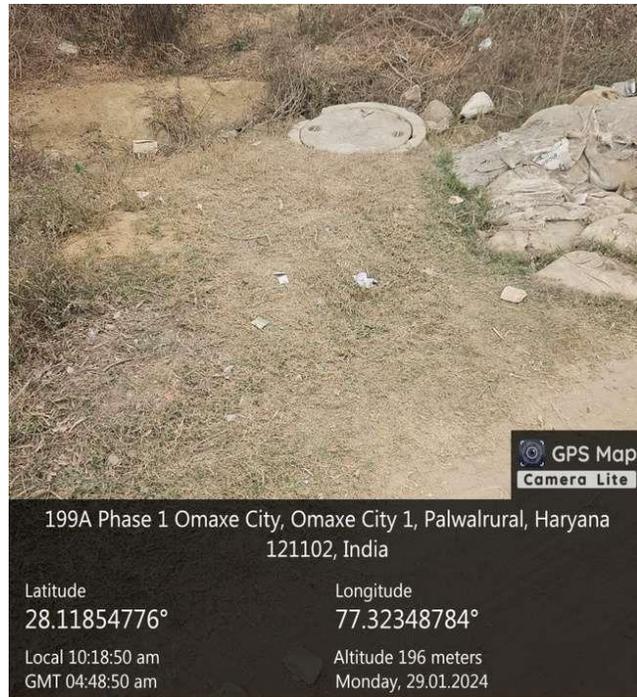
Endst. No. HSPCB/LAB/F/2024/ 9511

Dated: 25/01/2024

This test report relate only to the particular sample submitted for testing









48F8+GWC Omaxe club heaven, Omaxe City 2, Palwal, Palwalrural, Haryana 121102, India

Latitude 28.12362059° Longitude 77.31658512°  
Local 10:47:59 am Altitude 196 meters  
GMT 05:17:59 am Monday, 29.01.2024



48F8+GWC Omaxe club heaven, Omaxe City 2, Palwal, Palwalrural, Haryana 121102, India

Latitude 28.12363794° Longitude 77.31662088°  
Local 10:47:53 am Altitude 196 meters  
GMT 05:17:53 am Monday, 29.01.2024



48F8+GWC Omaxe club heaven, Omaxe City 2, Palwal, Palwalrural, Haryana 121102, India

Latitude 28.12364099° Longitude 77.31663313°  
Local 10:47:47 am Altitude 196 meters  
GMT 05:17:47 am Monday, 29.01.2024



48F8+GWC Omaxe club heaven, Omaxe City 2, Palwal, Palwalrural, Haryana 121102, India

Latitude 28.12356479° Longitude 77.31662533°  
Local 10:47:30 am Altitude 196 meters  
GMT 05:17:30 am Monday, 29.01.2024



48F8+GWC Omaxe club heaven, Omaxe City 2, Palwal, Palwalrural, Haryana 121102, India

Latitude 28.12356502° Longitude 77.31662603°  
Local 10:47:35 am Altitude 196 meters  
GMT 05:17:35 am Monday, 29.01.2024



48F8+GWC Omaxe club heaven, Omaxe City 2, Palwal, Palwalrural, Haryana 121102, India

Latitude 28.12356649° Longitude 77.31662523°  
Local 10:47:27 am Altitude 196 meters  
GMT 05:17:27 am Monday, 29.01.2024



HABITAT ENGINEERING SERVICES CONSULTANT

**JANARDAN SINGH**

M-TECH IIT, KGP

GST NO:- 07ANAPS4007N1ZU

PAN NO:- ANAPS4007N

Date- 21 Nov 2022

**TO WHOM SO EVER IT MAY CONCERN**

It is herein certified that Phytorid Technology based Sewage Treatment Plant which is situated in Phase-1 of Omaxe City Palwal was designed by me and construction of the same was done under my supervision.

This STP capacity is 1000 KLD.

  
(Janardhan Singh)

Consultant-Habitat Engineering Services

Mob.- 7217662363



ADDRESS: A- 112, MASOODPUR, VASANT KUNI, NEW DELHI - 110070

EMAIL - [habitatengineeringervices@gmail.com](mailto:habitatengineeringervices@gmail.com)

CONTACT NO. 7217662363



**RESIDENTIAL WELFARE ASSOCIATION (Regd.)**  
 Omaxe Heights, Omaxe City, Palwal - 131102  
 Registration No. HR/656/2015/01/004

Date: 06/09/2022

To,  
 The Regional Officer,  
 Pollution Board,  
 Palwal.

श्रीमानजी,

आपको अवगत किया जाता है कि ओमेक्स सिटी पलवल में ग्रुप हाउसिंग को हमने करीब 2 साल पहले हैटोवर लिया था। तब से सोसायटी की देखभाल का काम हम ही कर रहे हैं। हमारी सोसाइटी में एक टेम्पेरी एसटीपी बना हुआ था जिसको अब ओमेक्स के मेन STP बनने के बाद बंद कर दिया था तथा ग्रुप हाउसिंग को मेन सीवर लाइन से जोड़ दिया था। अब हमारी ग्रुप हाउसिंग का सीवर वाटर भी ओमेक्स की मेन एसटीपी द्वारा ट्रीट किया जाता है। आपको यह भी अवगत कराया जाता है कि हमारे ग्रुप हाउस के पास से मार्केट कमेटी वालों ने अमृत योजना के अंतर्गत ओमेक्स सिटी के बीच में से धौलागढ़ व काशीपुर गांव से सीवर लाइन डाली थी, जिसके कारण उन्होंने ओमेक्स सिटी की मेन सीवर लाइन को ठेमेज कर दिया। जिससे कि हमें मजबूरी में अपने सीवर वाटर को 4 से 5 दिन के लिए पास के ओमेक्स के जमीन में डालना पड़ा, परंतु अमृत योजना की लाइन डालने के बाद हमने अपनी सीवर लाइन को ओमेक्स सीवर लाइन में जोड़ दिया है। अब हमारा सीवर का पानी ओमेक्स की मेन STP प्लांट में जा रहा है।

मार्थी  
 For RWA OMAXE HEIGHTS, PALWAL

MANAGER

RWA Omaxe Heights Palwal

CC: N.G.T (New Delhi)

Correspondence Address:  
 Flat No. 401, Tower-01, Lower No. 10  
 Omaxe Heights, Palwal-131102 (Haryana)

Contact Details  
 Tel: +91 988401800 +91 9540082224  
 E-mail: rwaomaxeheights@gmail.com



## WORK ORDER

ANNEXURE 7

RE/SHANVI/Omaxe City Palwal/22-23/WO-426

DATE: 15.09.2022

## VENDOR/SUPPLIER

M/s MAMTA  
GURGAON, HARYANA  
GSTIN :-  
Kind Attn: Mr. AMIT  
Contact No: 9953972297

## Principal Place of Business/Billing address

M/S SHANVI ESTATE MANAGEMENT SERVICES PVT.LTD.

Sohna Road, Celebration Mall,  
Gurgaon, Haryana-122001  
State Code :06

GSTIN :06AAJCS4628Q120

## Delivered to /Place of Supply/Place of Work

OMAXE CITY PALWAL

GT Road, Palwal-121102

State Code :06

GSTIN:06AAJCS4628Q120

CONCERNED CONTACT PERSON: Mr. Saravjeet sing

Contact No: 7705900356

Sub: Work Order for Cleaning Rain Harvesting Tank/Pit.

Dear sir,

This is reference to above said subject, we are hereby pleased to place the Work Order as per following specification, terms & conditions:-

S.NO	ITEM	DESCRIPTION	MAKE	HSN/SAC CODE	Unit	QTY	UNIT PRICE	TOTAL
1		Charges for Complete Cleaning of Rain Harvesting Tank and Borewells (Injection Well) by removing, cleaning of mud/malba from the existing pits cleaning and rearrangement of existing Washing filter media & flushing with air compressor, boki as required			JOB	16	15,000.00	240,000.00
Comments or Special Instructions								
Sub Total:-								240,000.00

Note: If new Filter Media required It will be charge @ 50/- per sqft.

If required for Mud Throwing then charges including Labour @ 1500/- per trolley

**Payment Terms:**

50% advance rest 50% after completion of work.

**Other Terms & Conditions:**

- 1 Work will be carried out as per the instruction of Site In Charge. The quantities given in the schedule will be verified by you as per site conditions as per drawing.
- 2 You will keep in touch with project manager at site to decide the priorities work. You shall take the approval of the sample from Project Manager
- 3 For your tools tackles and equipment brought at site, you will get the same entered on the gate with your delivery notes so that you can be allowed to take out the same on completion of the work.
- 4 Variation of quantities may be upto any extent.
- 5 Work would be done within Week from the date of received WO otherwise penalty will be imposed.
- 6 No work shall be sublet without getting in writing confirmation from undersigned.
- 7 In case you fail to supply our requirement in time, we reserve the right to hold your payment and arrange supply from any other agency at your cost & risk.
- 8 Please enclose one copy of W.O. with your bill otherwise material will not be accepted.
- 9 Ensuring of security of your labour shall be in your scope. We have no responsibility for any mishappening & you cannot claim any compensation from us.
- 10 If there is any delay in work, the company is fully authorized to penalize you.
- 11 Specification of all other above items shall be as our requirement/satisfaction.
- 12 If any complaint received from Engineer ,incharge/consultant during the work or after handing over of job or in DLP of agreed 3 months shall be get rectified by you at you own cost or by us at your cost.

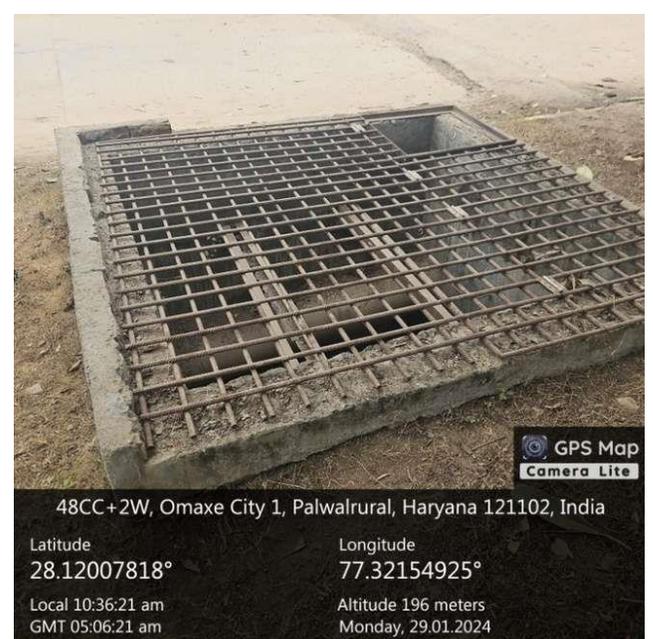
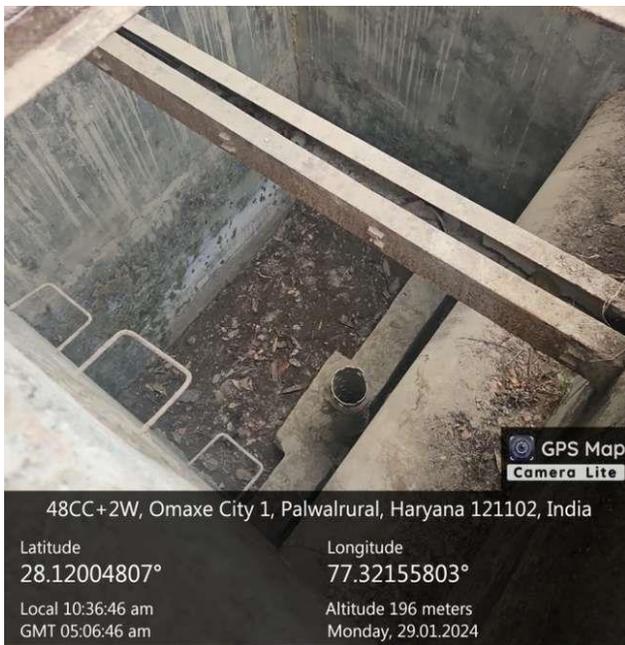
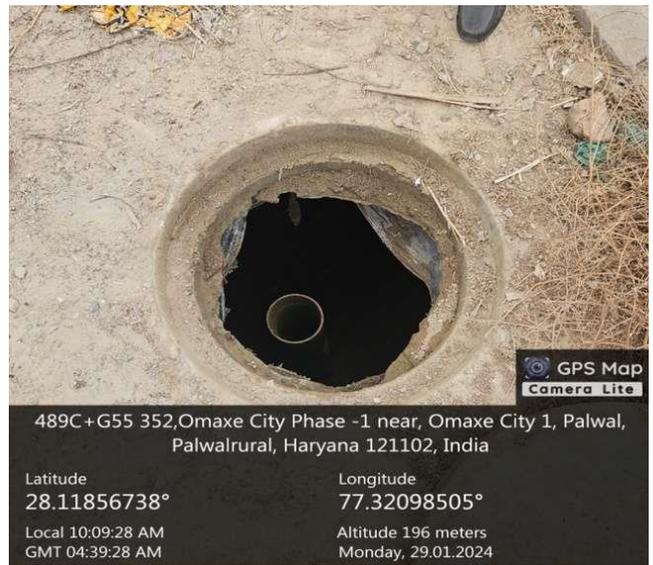
  
Purchase Head  
KESHAV MITTAL  
Mob. No.- 9711800314



For OMAXE LIMITED

  
Authorised Signator

Page



MAINTENANCE AGREEMENT.

THIS MAINTENANCE AGREEMENT is executed at New Delhi on this 15 day of 10, 2022.

## BETWEEN

M/s. Shanvi Estate Management Services Pvt. Ltd., a Company registered under the Companies Act, 1956 having its Registered Office at Omaxe Square, Plot No. 14, Jasola (hereinafter referred to as the "Maintenance Agency" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **ONE PART**

## AND

Surbha Lata  
Govt. Hospital,  
HODAL (HR.)

Hereinafter referred to as 'the User' (which includes Owner and which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/its executors, administrators, legal heirs and representatives) of the **OTHER PART**.

130.

**WHEREAS** the User has been allotted a Commercial/ Residential Plot/ Villa/Booth more fully described in Annexure- I (hereinafter referred to as the "Said Unit") in the Residential Township Project named as "Omaxe city, Palwal" (hereinafter referred to as the "said Complex") situated in Near Hide out Hotel, Palwal (Haryana) (hereinafter referred to as the "said Place Address"). through a Buyer's Agreement (hereinafter referred to as the "said Buyer's Agreement") by M/s. Omaxe Ltd. (formerly Omaxe Construction Ltd.) having its Regd. Office at 7 LSC, Kalkaji, New Delhi (hereinafter referred to as the "Developer").

**AND WHEREAS** the said Buyer's Agreement executed by the User contained a stipulation for the provision of Maintenance Services by the Maintenance Agency and payment of maintenance charges by the User to the Maintenance Agency and the User has agreed to execute a separate Maintenance Agreement for the maintenance of the said Unit in the said Township Project.

M/s Shanvi Estate Management Services Pvt. Ltd.

  
 Authorized Signatory

  
 User(s) ✓

**AND WHEREAS** as per the terms of the said Buyer's Agreement, the Developer has appointed the said Maintenance Agency as its nominee maintenance agency and have entrusted to the said Maintenance Agency, on a permanent basis, the work of management, administration, preservation, operations & facility management and upkeep of the said Township Project, operation of common services therein, supply of water and also operations & facility management, repair and replacement of common areas and facilities to which the User has agreed.

**AND WHEREAS** the Maintenance Agency 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 collect bills thereof.

**AND WHEREAS** the user has deposited and shall keep deposited with the Company an Interest Free Maintenance Security (IFMS) Rupees \_\_\_\_\_ only in respect of the said Unit in the said Township Project.

**AND WHEREAS** the User has approached the Maintenance Agency with a request to provide maintenance services and assured that the User shall abide by the terms and conditions of this Agreement and shall promptly pay the bills raised by the Maintenance Agency.

**AND WHEREAS** the User agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Maintenance Agency from the date of commencement of maintenance services by the Maintenance Agency in the said Township Project, whether the said Unit is physically occupied by the User or not. In order to smooth the function and mechanism of payment of monthly/ quarterly/annually Maintenance Charges, the User has agreed that the monthly Maintenance Charges of the said Unit along with prevailing Service Tax & Cess as per the bills/invoices raised by the maintenance agency. The user hereby authorized the maintenance agency to adjust the maintenance charges along with applicable taxes from the interest free maintenance security whenever he fails to pay the monthly maintenance charges along with applicable taxes.

**AND WHEREAS** the parties have now decided to execute this Agreement on the terms and conditions recorded hereunder.

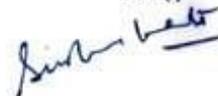
**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY THE PARTIES AS FOLLOWS:**

1. That in pursuance of the said agreement and in consideration of the Maintenance Agency having undertaken to manage, administer, operations & facility management, upkeep and preserve the said Township Project, operation of common services,

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therein, supply of water and also operations & facility management, repair and replacement of common areas and facilities, more fully described in Annexure-II, the User hereby agrees and binds himself to pay to the Maintenance Agency the operations & facility management and service charges at the rate of Rs. 1000/- per unit per month of the area of the said Unit as mentioned in the said Buyer's Agreement along with applicable tax with effect from \_\_\_\_\_.

2. That it is clearly agreed by and between the Parties that irrespective of the date of signing of this Agreement, the User shall pay the Maintenance Charges and other dues with effect from the Commencement Date.
3. That the rates of operations & facility management and replacement fund charges per month per sq. yards of the area of the said Unit have been fixed in the context of the current (as on) minimum wages, prices commodities and services, official levies, fees and taxes etc., water and electricity charges, including water boosting pumps or the running of machinery, equipments installed in the Township Project and lighting of roads and service charges of the Maintenance Agency.
4. That the User specifically agrees that the Maintenance Agency may suitably increase the aforesaid rates of operations & facility management, from time to time or at any time as may be required by circumstances, to cover the escalation and/or also increases of present levies or imposition of new ones by any appropriate authority or, other Government/Local Bodies. The assessment of the Maintenance Agency of the fairness of increase shall be conclusive, final and binding on the User.
5. That the User has paid interest free Maintenance Security in order to secure adequate provision of the maintenance services and for his due performance in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. The Buyer(s) hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the said Unit is physically occupied by the User or not.
6. The User/Occupant has deposited/ shall deposit at the time of execution of this Agreement and keep deposited with the Company/ Maintenance Agency an interest free maintenance security deposit of Rupees \_\_\_\_\_ per square yards in respect of the said Unit in the said Township Project as security towards the payment of the above expenses.

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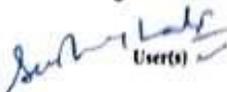
  
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7. In order to smooth the function and mechanism of payment of monthly Maintenance Charges, the User hereby authorizes the Maintenance Agency will take Advance Maintenance Charges against annually billing for all purposes from the date of offer of possession of the said Unit. After the exhaustion of Advance Maintenance charges, the User hereby agrees to pay maintenance charges in respect of the said Unit regularly on monthly/quarterly/annually basis as per the Bills/ Invoices raised by the Maintenance Agency. The user hereby authorized the maintenance agency to adjust the maintenance charges along with applicable taxes from the interest free maintenance security whenever he fails to pay the monthly maintenance charges along with applicable taxes.
8. Subject to Clause 5 herein above, it is agreed between the parties that the Maintenance Agency will present the bill for operations & facility management charges on Monthly/annually/Quarterly basis for the time period as decided by the Maintenance. Agency, in advance to be paid by the User before the close of the month in which the bill has been drawn up. The User may however, have arrangement of these charges being paid by his tenant. It will, however, be the primary responsibility of the User to ensure that the charges are paid by his tenant/ occupant to the Maintenance Agency in time. In case the tenant does not pay the same in time, the User agrees and undertakes to pay the same to the Maintenance Agency within the time such charges are payable under this Agreement.
9. The User agrees that he shall be liable to pay interest @ 2 % per month to the Maintenance Agency on the dues in arrears against him after the due dates of payment prescribed by the Maintenance Agency in this behalf. The User further agrees that apart from his obligation to receive interest on outstanding dues at the rate of 2% per month, the Maintenance Agency shall have the right to disconnect/discontinue the services and disentitle the User to the enjoyment of common services including electricity, water etc. if the Maintenance Charges is in arrear for more than two months.
10. The User hereby agrees to become a member of the in-house Club on payment of fees of Rs. 500/- (Rupees five hundred only) per month towards the maintenance charges of common area of the club. **The user hereby authorizes the Maintenance Agency to adjust the monthly/ quarterly Club fees along with applicable Service Tax, Cesses etc., from the Interest Free Maintenance Security.** The said monthly fees may be revised by the Maintenance Agency from time to time. The Club shall be managed by the Maintenance Agency and the User shall not interfere in the management and/or maintenance of the Club in any manner whatsoever. The User shall be entitled to avail the Club facilities/services as per the rules and regulations of

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the Club. And the maintenance agency will generate the bills/invoices against the club fees.

11. In case, at any time the Resident Welfare Association (RWA) of the Project takes over the Maintenance Services of the Project, then the Maintenance Agency shall have the right to transfer the interest free Advance Maintenance Charges paid by the User(s) after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the User to such Resident Welfare Association (RWA), as the Maintenance Agency may deem fit, and thereupon the Maintenance Agency shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the aforesaid interest free Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the User on account of the same.
12. (i) The User shall get his own separate electric connection from Local Authority in his own name and in case there is any fault in electric supply or in the meters installed, such defects, if any, shall be got attended to by the User at his own cost.  
  
(ii) The repair and maintenance of the individual unit and sewers, drains, pipes and appurtenance thereto or belonging thereto shall be attended to by the User/his tenants etc. The User shall also be responsible for his safety of his fixtures and fittings in the House.  
  
(iii) That Separate meter would be installed for the quantity of the water consumed by the User. The User will take water connection from the Maintenance Agency and will pay Rs. 1000/ or actual for meter charge, Rs. 1000/ as a security deposit, Rs.1000/ as a water connection charges and will pay material cost which is use at the time of water connection & water charges as per actual till the time Municipal Authority does not supply water to the Township Project.
13. That ,the Maintenance Agency shall not be liable for any harm, loss, damage or physical injury which may be caused on account of breakdown of power, any other defect/breakdown or on account of fault of employees or human error or theft or on any other account or on account of Acts of God, riots or civil commotion etc.
14. That the user can avail T.V. cable connection facilities by paying the prevailing monthly charges along with one time connection charges if provided by the maintenance agency .

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15. That the parties hereto shall be bound by the terms and conditions of the said Buyer do Agreement and all the relevant terms thereof and the same shall be deemed to be incorporated in this agreement and to constitute an integral part thereof.
16. That if required, the Maintenance Agency shall appoint any other reputed maintenance agency to provide qualified maintenance services at the terms and conditions as may be agreed and the buyer/tenant agree to abide by the terms thereof.
17. That the Maintenance Agency makes it clear to the User that the provision of maintenance/ security services shall be done by the Maintenance Agency through various outside agencies under separate Agreements to be entered into with them. The Maintenance Agency's responsibility will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the Agreement executed by them and to change an agency if its performance is not upto the desired standards. The Maintenance Agency accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the maintenance services.
18. That the Maintenance Agency shall in no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the said Plot/ Villa/ said Township Project including those or due to electrical devices installed in the said Township Project. The hazards aforesaid originating from the said Unit/said Township Project shall not impose any kind of legal or financial liability on the Maintenance Agency and the User(s) agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard.
19. That the User shall indemnify the Maintenance Agency against any loss and/or damage as may be suffered by other Users/Occupants or the Maintenance Agency as the case may be, arising as a result of any act of negligence or breach of obligation on the part of the User.
20. That the User shall use the common passage, areas outside its own said Unit but otherwise forming part of the said Township Project only for ingress in and egress out of his said said Unit and for no other purpose whatsoever. The User shall not use the above referred common passages and areas nor cause it to be used for his personal purposes.
21. The User hereby agrees, undertakes and assures the Developer and the Maintenance Agency that all the works like excavation/ digging of the Basement in

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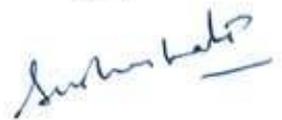


21. That the User shall indemnify the Maintenance Agency against any loss and/or damage as may be suffered by other Users/Occupants or the Maintenance Agency as the case may be, arising as a result of any act of negligence or breach of obligation on the part of the User.
22. That the User shall use the common passage, areas outside its own said Unit but otherwise forming part of the said Township Project only for ingress in and egress out of his said Unit and for no other purpose whatsoever. The User shall not use the above referred common passages and areas nor cause it to be used for his personal purposes.
23. The User hereby agrees, undertakes and assures the Developer and the Maintenance Agency that all the works like excavation/ digging of the Basement in the allotted Plot, construction/ erection of structure on the allotted Plot, laying and setting up of Sewerage, water, electricity lines/ pipes in the said plot etc. to be carried out by the User shall be restricted and limited only to the area of said Plot and shall not cause hindrance/ chocking/ damage of any kind to the sewerage, water, electricity lines/ pipes etc. catering the entire Township/ Project which have been laid down / set up by the Developer beneath/ around the said Plot. Any such hindrance/ chocking/ damage caused, shall be rectified/ repaired/ fixed by the User within 24 hours from such hindrance/ chocking/ damage on its own cost. In case the User fails to rectify such hindrance/ chocking/ damage then the Maintenance Agency is authorized to enter the said Plot and rectify/ repair/ fix such hindrance/ chocking/ damage and the Maintenance Agency shall raise the expense bill to the User towards the cost of such rectification/ repair/ fix along with any other concurrent/ consequential expense/ loss incurred by the Maintenance Agency/ other Allottees/ Users/ Occupiers of other Units which the User hereby agrees and undertakes to pay to the Maintenance Agency within 7 days of the receipt of such Bill.
24. The User hereby also agrees, undertakes and assures the Maintenance Agency that the User shall encroach upon any part of the Common Area / Common Path of the Township or upon the adjoining Plots of the said Plot neither by erecting or constructing any structure nor by installing any kind of machine / equipment / fixture (temporary or permanent) thereupon. In case the User encroaches upon any part of the Common Area/ Common Path of the Township or upon the adjoining Plots of the said Plot by erecting/ constructing/ installing any kind of structure/ machine/ equipment/ fixture (temporary or permanent) thereupon, the Developer/ Maintenance Agency is authorized to remove or demolish, as the case may be, such erection/ fixture/ installation and the Developer/ Maintenance Agency shall raise the expense bill to the User towards the cost of such demolishing/ removal along with any other concurrent/ consequential expense/ loss incurred by the Developer/ Maintenance Agency/ other Allottees/ Users/ Occupiers of other Units/ Villas/ Plots to the User

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Users/ Occupiers of other Units, which the User hereby agrees and undertakes to pay to the Maintenance Agency within 7 days of the receipt of such Bill. The Developer/ Maintenance Agency shall not be responsible for any kind of loss/ damage like natural evaporation, pilferage, fragmentation, dampness etc. caused to any such material/ machine/ installation while removing/ demolishing the same or consequential thereupon.

24. That the User undertakes to pay the bills without any reminders from the Maintenance Agency on or before the due date indicated in the bill.
25. That the User undertakes to make proper police verification, as required under law, of his tenants, paying guests, lessees, occupiers, servants, maids, etc. at its own cost and expenses and shall not allow any person as stated herein without proper verification in the said Unit/ said Project. The User shall always be responsible for any misdeed, transgression, crime, offense, misdemeanor, fault, etc. of any of the afore stated persons and shall liable for any claims, losses, damages etc. arising out of such misdeed, transgression, crime, offense, misdemeanor, fault, etc.
26. The User undertakes to pay the outstanding Maintenance charges and other dues to the Maintenance Agency and obtain NOC from the Maintenance Agency before disposing off the said Unit to any other person. In case the User fails to do so, then he shall continue to be liable to pay the Maintenance and other Charges to the Maintenance Agency. It shall be the responsibility of the User/ the new buyer of the said Unit to intimate the Maintenance Agency with regard to change in ownership of the said Unit and to comply with necessary formalities in this regard so that billing of Maintenance and other charges shall be in the name of new buyer of the said Unit.
27. All payments shall be made by the User through Crossed Cheque/ Demand Draft only drawn in favour of the Maintenance Agency payable at Palwal / Delhi and shall be subject to realization.
28. Without prejudice to and notwithstanding to the right of the Maintenance Agency 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 the due date indicated in the bill, then the unpaid bill will be deemed to be a notice and the maintenance services including electricity supply to the User shall, without prejudice to the right of the Maintenance Agency 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 2% p.m. for the period of delay and all other connected expenses incurred/to be incurred by the Maintenance Agency in cutting off and reconnecting the electric supply and maintenance services is paid by the User. The

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29. All payments shall be made by the User through Crossed Cheque/ Demand Draft only drawn in favour of the Maintenance Agency payable at Palwal / Delhi and shall be subject to realization.
30. Without prejudice to and notwithstanding to the right of the Maintenance Agency 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 the due date indicated in the bill, then the unpaid bill will be deemed to be a notice and the maintenance services including electricity supply to the User shall, without prejudice to the right of the Maintenance Agency 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 2% p.m. for the period of delay and all other connected expenses incurred/to be incurred by the Maintenance Agency in cutting off and reconnecting the electric supply and maintenance services is paid by the User. The bill shall be treated as notice for disconnection of the maintenance services including electricity supply to the said Unit in the event of non-payment by the User notwithstanding the inclusion of any part of the charges in the bill of the maintenance services including electricity supply to the said Unit under default being included in the subsequent bills sent by the Maintenance Agency. Further, in the event of non-payment of any of outstanding Maintenance charges or other dues by the User/ tenant payable within the stipulated period, the Maintenance Agency shall have an automatic lien over all the goods, equipments, furniture & fixtures, other movable properties etc. of the User/ tenant of the said Unit till the due amount is paid by the User/ tenant and the Maintenance Agency has the absolute right to disallow the removal/ taking away of such goods, equipments, furniture & fixtures, other movable properties etc. from the said Unit by the User/ tenant until the total dues are received.
31. That the User agrees that his/her/its right to use the common facilities shall be subject to regular and prompt payment of Maintenance Charges as billed by the Maintenance Agency. If maintenance charges or any part thereof is not paid regularly, the User agrees that he/ she/ it shall lose the right to use any of the common facilities/services including right to receive/consume electric energy inside the said Unit, but so long as the maintenance charges are regularly paid, and all the covenants herein are observed, the right of the User to use such common facilities/services shall be allowed.
32. That 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 settled separately.

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to prevent any further damages/ losses to life/ property in the said or adjoining Plots/ Building/ Project. The Developer/ Maintenance Agency shall not be liable to the User to pay any amount by way of compensation and/or damages purportedly arising as a result of any of the above-referred circumstances.

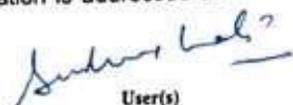
33. That any failure or delay on the part of the Maintenance Agency in performing any obligation under this Agreement solely by reason of acts of God, acts of government, riots, wars, strikes, lock-outs, accidents in transportation or other causes beyond its control shall not be deemed to be a breach of this Agreement, provided however that the Maintenance Agency whenever prevented from discharging its obligations as per this Maintenance Agreement shall continue to take all actions within its power to minimize the impact of the act of Force Majeure.

34. That both the Parties hereto have further agreed to the followings:

- i. 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.
- ii. The Maintenance Agency shall retain the original of this agreement and the User shall be provided with a duplicate copy thereof.
- iii. The failure of the Maintenance Agency 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.
- iv. If any provision of this agreement shall be determined to be void or unenforceable 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.
- v. 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 Allotment. Unless otherwise provided, this agreement shall not be changed or modified except in writing and signed by the parties hereof.
- vi. 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 post/courier services.

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- iv. If any provision of this agreement shall be determined to be void or unenforceable 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.
- v. 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 Allotment. Unless otherwise provided, this agreement shall not be changed or modified except in writing and signed by the parties hereof.
- vi. 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 post/courier services.
- vii. All the provisions contained herein and the obligation arising thereunder in respect of the said Unit shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the User and/ or subsequent purchasers of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.
- viii. This Agreement shall come in force from the date of its execution by the parties hereto. Timely payment by the User shall be the essence of this agreement.
- ix. This Agreement is not terminable by the User before taking over of maintenance services by the RWA formed for this purpose. However, the Maintenance Agency at its discretion may appoint an agent to fulfill and discharge its obligations as envisaged in this Agreement and in the said Allotment Letter.
- x. The liability of the User to fulfill and discharge its obligations as envisaged in this Agreement shall cease on the date of its handing over the vacant and peaceful possession of the entire premises in its occupation. However, the User shall be liable to pay all the dues and charges to the Maintenance Agency for the period upto the date of its occupation of the premises.

35. All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms 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

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