

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

**ORIGINAL APPLICATION NO. 884 OF 2022**

**IN THE MATTER OF:**

SANJEEV KUMAR

....APPLICANT

VERSUS

UTTAR PRADESH POLLUTION CONTROL BOARD & ORS.

....RESPONDENTS

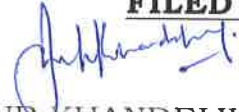
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**FILED BY:**



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Dated: 20.02.2023 E-mail:ankur.khandelwal@sarafpartners.com

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 884 OF 2022**

**IN THE MATTER OF:**

SANJEEV KUMAR

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VERSUS

UTTAR PRADESH POLLUTION CONTROL BOARD & ORS.

....RESPONDENTS

**REPLY ON BEHALF OF RESPONDENT/APEX HEIGHTS  
PRIVATE LIMITED WITH SUPPORTING AFFIDAVIT**

**MOST RESPECTFULLY SHOWETH:**

1. That the present Reply is being filed on behalf of M/s Apex Heights Private Limited, through its Director Mr. Satnam Singh Sachdeva, who is the duly authorized signatory of the Company and is competent to swear the Affidavit on its behalf.
2. That the present Reply is being filed in compliance of order dated 12.01.2023 passed by this Hon'ble Tribunal, pursuant to notice being received by the Answering Respondent of the pendency of the present proceedings.

3. That in the year 1997, the Uttar Pradesh Awas and Vikas Parishad acquired a large tract of land and after dividing the land into plots, launched a Scheme under the name of Siddharth Vihar Yojna over the said land in the year 2007-2008. Several plots, over the years, have been allotted in the said area by the Uttar Pradesh Awas and Vikas Parishad to various private entities for development of residential societies and group housing schemes and currently the area is quite densely populated. A large part of the area under the Siddharth Vihar Yojna is still in the control and supervision of the Uttar Pradesh Awas and Vikas Parishad, with the Parishad developing it on its own, either through construction of flats or residential plots or other modes.
4. That the Parishad has also got the responsibility of development of the common civic amenities and facilities in the area of the Yojna, inter-alia including the construction of roads, Terminal Sewage Treatment Plant,

development of green belt and laying of water electricity lines.

5. That in the year 2014, a Scheme for Allotment of Bulk Sale Plots in Siddhartha Vihar, Ghaziabad was floated by the Uttar Pradesh Awas and Vikas Parishad, wherein tenders were invited for allotment of five plots for development of group housing. Pursuant to the tenders being invited, a consortium comprising of 1) SG Estates Limited, 2) Perigee Land and Housing Private Limited, (3) Apex Heights Private Limited, (4) Envyron Infrastructure Private Limited and 5) Sams Real Estate Private Limited, with the lead member of the consortium being Sams Real Estate Private Limited, submitted a bid in respect of Plot No. 4/BS-02 measuring 101175 square meters and emerged as the successful bidder.
6. That subsequently, it was observed that a High Tension Line, belonging to the Indian Railways, is passing through the plot, which cannot be removed or relocated, because of which a decision was taken in consultation with the

U.P. Awas and Vikas Parishad to sub-divide the plot. A proposal regarding sub-division of plots was submitted to the Housing Commissioner, which was duly approved on 21.08.2015. Under the proposal, it was indicated that Plot No. 4/BS-2/3, measuring 26000 square meters, shall be allotted to the Answering Respondent (Apex Heights Private Limited), being one of the consortium partners.

7. That after completion of all formalities, an allotment letter dated 28.10.2016 was issued in favour of the answering Respondent in respect of Plot No. 4/BS-2/3 situated in Siddharth Vihar Yojna, District Ghaziabad, measuring 26000 square meters, with the Lease Agreement being executed on 21.12.2016.

A copy of Lease Agreement dated 21.12.2016, executed between the Uttar Pradesh Awas Evam Vikas Parishad and the Answering Respondent is annexed and marked as **Annexure-1.**

8. That after the execution of the Lease Agreement, the Answering Respondent decided to establish a group

housing society, in the name of Apex-The Kremlin, over Plot No. 4/BS-2/3 and took steps to secure all regulatory permissions and clearances in relation to the proposed project, including the Environmental Clearance and the Consent to Establish, and applied for the same before the concerned regulatory agencies. After detailed scrutiny, the Answering Respondent was granted the Environmental Clearance on 06.11.2017 by the Ministry of Environment, Forest and Climate Change, Government of India and the Consent to Establish by the Uttar Pradesh Pollution Control Board on 09.05.2018.

A copy of Environmental Clearance dated 06.11.2017, granted in favour of the Answering Respondent, is annexed and marked as **Annexure-2**.

A copy of Consent to Establish dated 09.05.2018, granted in favour of the Answering Respondent, is annexed and marked as **Annexure-3**.

9. That the present Original Application has been filed by one of the residents of the Siddharth Vihar Yojna,

highlighting the fact that roads, green belt, drainage and sewage treatment facilities, parks etc. have not been developed in the area in a proper manner, which is leading to environmental pollution and also causing great hardship to the residents.

10. That as has been mentioned in the preceding paragraphs, the Answering Respondent is the Allottee of only one of the plots in Siddharth Vihar Yojna, which encompasses a huge area and comprises of projects of a myriad nature, ranging from residential plots, group housing schemes, schools, colleges and the associated infrastructure. Hence, by way of the present Reply, the Answering Respondent is restricting itself to addressing the concerns regarding environmental compliances within its project area.

**ENVIRONMENTAL COMPLIANCES**

11. That at the outset, it is respectfully submitted that the Answering Respondent is a company, which is a reputed presence in the industrial circles and prides itself on

practicing the highest standards of professional and business ethics in pursuing its commercial interests. The Answering Respondent has been extremely vigilant in ensuring that all environmental norms and regulations are complied with. The company has got all the necessary approvals, licenses and clearances, required under environmental laws, from the regulatory authorities and considers the same as not only its liability but also its duty as part of responsibly conducting its business interests.

12. That it shall be evident from the contents of the following paragraphs that no environmental pollution of any kind if being caused by the Answering Respondent and all environmental compliances have been strictly ensured by the Answering Respondent.
13. That with regard to sewage treatment facilities, it is respectfully submitted that a well-equipped Sewage Treatment Plant, having total capacity of 760 KLD [380x2] has been installed at the project site of the Answering

Respondent. It is ensured by the Answering Respondent that the STP is operational at all times and the parameters of the treated water are well within the prescribed norms. Presently, around 350 KLD of sewage is generated at the project site of the Answering Respondent and the entire treated water is being utilised within the premises of the Answering Respondent, through modes like gardening, washing and flushing.

14. That it is pertinent to mention that the responsibility of construction of the Terminal STP, having a capacity of 43 MLD and catering to all areas of Siddharth Vihar Yojna, including the project site of the Answering Respondent, is that of the Uttar Pradesh Awas Evam Vikas Parishad and currently, the first phase of construction is going on in relation to the same. The trunk sewer pipeline has been laid by the Parishad and connectivity to the same has already been provided from its project site by the Answering Respondent.

15. That in relation to the management of the solid waste generated in the premises of the Answering Respondent, it is submitted that the Answering Respondent has installed an Organic Waste Converter [waste composting unit] at the project site, which has the capacity of 500 kg/day. Since the total amount of solid waste currently being generated is much higher, hovering in the range of 1500-1700 kgs/day, the Answering Respondent has entered into an agreement with J.J. Waste Solution Private Limited, one of the largest waste management companies in the country and also an authorized vendor of the Ghaziabad Nagar Nigam, for handling the balance amount of solid waste generated at the project site of the Answering Respondent, a fact which is also reflected in the Report submitted before this Hon'ble Tribunal.

16. That in relation to green belt development, it is respectfully submitted as against the requirement of planting 130 trees under the approved plan, the Answering Respondent has planted more than 400 trees

within its project site, with the area of the green belt also being much more than required in the map and the said fact is also indicated in the Report submitted to this Hon'ble Tribunal. The said exercise was undertaken by the Answering Respondent as an extension of its ideology to ensure development in synchronization with nature and environment.

17. That as is abundantly clear from the above submissions, the Answering Respondent is totally compliant with environmental norms and has ensured that all environmental compliances are done at its project site, thus negating the possibility of any pollution being caused from its project site. The Answering Respondent, as a responsible entity, is also willing to co-operate and participate in any exercise that may be undertaken to preserve, protect and improve the environment in the area surrounding its premises.

**ISSUE PERTAINING TO NON-ISSUANCE OF  
COMPLETION CERTIFICATE**

18. That in terms of Government Order dated 26.09.2011 issued by the State of Uttar Pradesh, it was mandated that in all upcoming residential schemes in the State, twenty percent of the dwellings shall be constructed for the Economically Weaker Section [EWS] and Low Income Group [LIG] segments of the society. On 05.12.2013, another Government Order was issued by the State of Uttar Pradesh stating that in projects occupying an area of less than 4 Hectares, it will be permitted to construct the EWS/LIG dwellings within an area of 5 kilometres of the area of the project site, in cities having population of more than 10 lakhs. It was also indicated in G.O. dated 05.12.2013 that in case the construction of the EWS/LIG dwellings is not possible, then the developer shall be at liberty to deposit an amount, as determined by the Development Authority/Awas Evam Vikas Parishad, as 'shelter fees' in lieu of the same.

A true copy of Government Order dated 26.09.2011 is annexed and marked as **Annexure-4.**

A true copy of Government Order dated 05.12.2013 is annexed and marked as **Annexure-5**.

19. That as shall be evident from the sanctioned map of the project of the Answering Respondent, the initial plan was to construct seven towers, with six of them having 33 floors and one tower having 34 floors. However, when the construction began at the project site, it was realised that the construction of such high towers will result in the layout of the area becoming extremely dense, which will put a huge amount of pressure on the area. Hence, exercising precaution and looking at the long-term sustenance of the project and the safety of the residents, the Answering Respondent reworked the layout of the project and decided to reduce the height of the towers, with four towers now having 29 floors and three towers having 30 floors.
20. That as a result of the reworking of the layout of the project, the number of dwellings also had to be proportionately reduced and the Answering Respondent

decided that even though the said step will cause a loss to it, but it will be expedient to deposit the shelter fees, in lieu of construction of EWS/LIG dwellings, as mandated in G.O. dated 05.12.2013. It is relevant to mention that the project site of the Answering Respondent measures 26000 square meters [2.60 Hectares] and hence the provisions of the said G.O. was squarely applicable to the Answering Respondent.

21. That having exercised its choice in terms of G.O. dated 05.12.2013, the Answering Respondent wrote a letter to the Awas Evam Vikas Parishad, received on 26.04.2019, requesting for necessary instructions and guidance in relation to deposit of the shelter fees, in lieu of the construction of EWS/LIG dwellings.

A copy of letter, addressed by the Answering Respondent to the Housing Commissioner, Awas Evam Vikas Parishad, is annexed and marked as **Annexure-6.**

22. That thereafter, no response was received by the Answering Respondent from the Awas Evam Vikas

Parishad in relation to the above aspect. In the meanwhile, the construction at the project site of the Answering Respondent was completed in the year 2021, with the Answering Respondent applying to the Uttar Pradesh Awas Evam Vikas Parishad for issuance of the Completion Certificate, in respect of six towers, on 08.02.2021 and in respect of the seventh tower on 17.08.2021.

23. That to the utter shock and surprise of the Answering Respondent, Awas Evam Vikas Parishad kept sitting over its application for grant of Completion Certificate and informed the Answering Respondent that it had to first complete the construction of the EWS/LIG units before the same could be granted. It was also pointed out by the Parishad that the amenities, like the primary health centre, police chowki, post office and school were yet to be completed by the Answering Respondent.
24. That the Answering Respondent informed the Parishad that in terms of G.O. dated 05.12.2013, it had the option

of exercising a choice and the Answering Respondent had already conveyed its choice to the Parishad that in lieu of construction of EWS/LIG units, it had decided to deposit the 'shelter fees' in lieu of the same. Further, it was also indicated by the Answering Respondent that the construction of the police chowki, primary health centre and the post office is going on and is likely to be completed in a short time. It was also pointed out that in respect of the school, only an area of 1000 square meters is to be given by the Answering Respondent, which was earmarked and available, and the construction of the school is to be done either by the Parishad or by any agency authorized by it. The Answering Respondent also sent a representation to the Chief Minister and the Chief Secretary, requesting them to permit it to deposit the shelter fees in lieu of construction of EWS/LIG units. However, no response was received by the Answering Respondent from any agency/office.

A true copy of representation sent by the Answering Respondent to the Hon'ble Chief Minister, State of Uttar Pradesh, is annexed and marked as **Annexure-7.**

A true copy of representation sent by the Answering Respondent to the Chief Secretary, State of Uttar Pradesh, is annexed and marked as **Annexure-8.**

25. That the Answering Respondent also informed the buyers of its flats about the prevailing situation and the reasons for the delay in issuance of the Completion Certificate. The buyers were insistent that since their flats and associated infrastructure are already complete and fit to be occupied, the Completion Certificate can be issued later by the Parishad but they should be permitted to occupy their flats and that is also the practice followed in entire Delhi-NCR. Succumbing to the pressure of the buyers, the Answering Respondent permitted the buyers to occupy their flats and ensured that all the associated infrastructure and facilities, like electricity, STP and solid waste management, are made available to the occupants.

26. That on 03.10.2022, the Parishad, acting in complete disregard of the established norms, lodged a FIR against the Answering Respondent for having permitted its buyers to occupy their flats without the Completion Certificate. It was also mentioned in the FIR that the sole reason for non-issuance of the Completion Certificate was that the Answering Respondent had not constructed the EWS/LIG units and had not completed some of the amenities.

27. That thereafter, the Answering Respondent, relenting to the insistence of the Parishad, decided to construct the EWS/LIG units. However, since it was not possible to construct the same at the project site, the Answering Respondent decided to purchase a suitable land and construct the units within an area of 5 kilometres of the project site, as permitted under the G.O. dated 05.12.2013. For the purpose of allotment of land, the Answering Respondent submitted a letter to the

Ghaziabad Development Authority and also submitted a proposal to the Awas Evam Vikas Parishad.

A true copy of letter, addressed by the Answering Respondent to the Ghaziabad Development Authority, is annexed and marked as **Annexure-9**.

A true copy of proposal, submitted by the Answering Respondent to the Awas Evam Vikas Parishad, is annexed and marked as **Annexure-10**.

28. That as is abundantly clear, the non-issuance of the Completion Certificate to the Answering Respondent is not due to the failure of the Answering Respondent to achieve any environmental compliance but due to the arbitrary action of the Parishad to not extend the benefit of the G.O. dated 05.12.2013 to the Answering Respondent.

29. That in order to put a quietus to the entire issue, the Answering Respondent is holding meetings with the officials of the Answering Respondent to allot a suitable piece of land, at the expense of the Answering

Respondent, so as to enable the Answering Respondent to construct the EWS/LIG units. The talks are at an advanced stage and some prospective sites have also been shortlisted. It is expected that the impasse shall be resolved soon and the Completion Certificate will be issued in favour of the Answering Respondent.

30. That the Answering Respondent has been operating at all times with a valid consent from the UPPCB under the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981. The current consents, granted by the UPPCB to the Answering Respondent under the above named statutes, are valid till 31.12.2023.

Copy of the consent under Section 25/26 of the Water (Prevention and Control of Pollution) Act, 1974, granted to the Answering Respondent by UPPCB, is annexed and marked as **Annexure-11**.

Copy of the consent under Section 21/22 of the Air (Prevention and Control of Pollution) Act, 1981, granted to the Answering Respondent by UPPCB, is annexed and marked as **Annexure-12.**

31. That it is respectfully submitted that compliance of all conditions, related to the various consents, certificates and permissions granted to the Answering Respondent, is ensured by the Answering Respondent with great diligence.

32. That the Answering Respondent is also a stakeholder in the preservation of environment and adopts all measures so as to ensure that no pollution is caused due to its actions. In such circumstances, it is respectfully prayed that the present Original Application may kindly be disposed of, qua the Answering Respondent.

**FILED BY:**



[ANKUR KHANDLWAL]

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Dated: 20.02.2023 E-mail:ankur.khandelwal@sarafpartners.com



e-Stamp

73, Indira Park, Indrapuram,  
Ghaziabad (U.P.)

Certificate No.	: IN-UP38688908183173V
Certificate Issued Date	: 20-Feb-2023 10:22 AM
Account Reference	: NEWIMPACC (SV) up14075304, GHAZIABAD SADAR/UP-GZB
Unique Doc. Reference	: SUBIN-UPUP1407530471298505053576V
Purchased by	: SATNAM SINGH SACHDEVA
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: SATNAM SINGH SACHDEVA
Second Party	: Not Applicable
Stamp Duty Paid By	: SATNAM SINGH SACHDEVA
Stamp Duty Amount (Rs.)	: 10 (Ten only)



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Name: PRAKASH JHA  
Designation: EXE.  
Signature: *Prak*  
Stock Holding Corporation of India Ltd.  
118/3, Model Town East, Ghaziabad

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सत्यमेव जयते

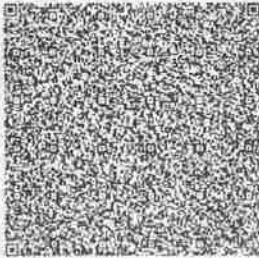
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Government of Uttar Pradesh

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ANNEXURE-1

Certificate No. : IN-UP026884857475470  
Certificate Issued Date : 14-Dec-2016 10:40 AM  
Account Reference : SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB  
Unique Doc. Reference : SUBIN-UPUPSHCIL01032259287116730  
Purchased by : APEX HEIGHTS PVT LTD  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : PLOT NO-4/BS-2/3 SIDDARTH VIHAR YOJNA GHAZIABAD  
Consideration Price (Rs.) :  
First Party : UP AWAS EVAM VIKAS PARISHAD GHAZIABAD  
Second Party : APEX HEIGHTS PVT LTD  
Stamp Duty Paid By : APEX HEIGHTS PVT LTD  
Stamp Duty Amount(Rs.) : 7,07,00,000  
(Seven Crore Seven Lakh only)



Please write or type below this line

Stamp Paper Rs.7,07,00,000.00

**U.P. HOUSING DEVELOPMENT BOARD**  
**LEASE AGREEMENT**

This LEASE AGREEMENT is made on 21 day of Dec Year 2016  
Between Uttar Pradesh Awam Vikas Parishad, a body corporate constituted under section 3(1) of  
Uttar Pradesh Awam Vikas Parishad Act, 1965 and having its Head Office at Lucknow  
through Housing Commissioner (here in after called the Lessor which expression shall unless the context  
does not so admit include its successors and assigns) of one part,

1

उप आवास आयुक्त  
उ०प्र० आवास एवं विकास परिषद  
ग०जि०ग०

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And M/s APEX HEIGHTS PRIVATE LIMITED, a Company within the meaning of companies act, 1956, having its corporate office at S-672, SCHOOL BLOCK, SHAKARPUR DELHI-110092 WHICH IS ON OF THE RELEVANT MEMBER OF (CONSORTIUM FORMED BY M/S SAMS REAL ESTATES PRIVATE LIMITED being lead member of THE CONSORTIUM who awarded plot No 4/BS-2 (Area-101175.00 sqm) through authorized signatory Mr. Vikas Goel S/o Sh. Ram Kisan Goel R/o D-525/12J, Gali No-11, Ashok Nagar, Delhi-110093 (hereinafter called the Lessee which expression shall unless the context does not so admit, include its successor, administrators and permitted assigns) of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of housing and improvement schemes.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the U.P. Housing and Development Board regulations 1982 and building plan approved by the lessor.

एक थापका आदुक्ता  
उ०प्र० आवास एवं विकास परिषद  
गजियाबाद

For Apex Heights Pvt. Ltd

Vikas

## विक्रय अनुबंध विलेख

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20,000.00

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प्रतिफल

मानियता

अग्नि धनराशि

कर्म रजिस्ट्री

नकल व फॉटो प्रत्येक

के

प्रत्येक की संख्या

श्री श्री एम्केस हाईटस प्रा0लि0 द्वारा विकसित गोयल

पुत्र श्री राम किशन गोयल

पेशा नौकरी/व्यापार/ग्रहणी

निवासी प्लॉट-525/12 जे गली नं0-11 अशोक नगर दिल्ली-110093

अशोक नगर

ने का संपत्ति इन कार्यालय में दिनांक 28/12/2016 गद्य 4:54PM

बड़े निबन्धन हेतु पेश किया



जिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी

उप निबन्धक (पंचम)

गाजियाबाद

28/12/2016

निष्पादन लेखपत्र वाद सुनने व समझने मजबूत व प्राप्त धनराशि रु प्रलेखनयार उक्त

विक्रेता

क्रेता

श्री शिशुपाल सिंह लिपिक

प्रतिनिधि एस बी सिंह उप आवास अशुद्धत

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी/व्यापार/ग्रहणी



श्री श्री एम्केस हाईटस प्रा0लि0 द्वारा विकास गोयल

पुत्र श्री राम किशन गोयल

पेशा नौकरी/व्यापार/ग्रहणी

निवासी प्लॉट-525/12 जे गली नं0-11 अशोक नगर

दिल्ली-110093



ने निष्पादन स्वाक्षर किया ।

दिनांक परवान

राजिंदर सिंह सचदेवा

सतनाम सिंह सचदेवा

पेशा नौकरी/व्यापार/ग्रहण

निवासी आर-36 रमेश पार्क लक्ष्मी नगर शकरपुर दिल्ली

व

निर्मल सिंह

अमृत सिंह सचदेवा

पेशा नौकरी/व्यापार/ग्र

निवासी प्लॉट-7/2 रमेश पार्क लक्ष्मी नगर दिल्ली-92

ने का

प्रत्यक्ष वाद यादियों के सिवाय अंगूठे निबन्धनयार लिये गये हैं।



जिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी

उप निबन्धक (पंचम)

गाजियाबाद

28/12/2016



उप आवास आयुक्त  
उ०२० आवास एवं विकास परिषद  
गाजियाबाद



SAMS REAL ESTATES PRIVATE LIMITED

AND WHEREAS Lessor has through a sealed Two Bid System selected a consortium of companies consisting of 1) SG Estates Ltd., 2) Perigee Land and Housing (P) Ltd., 3) Apex Heights (P) Ltd., 4) Envyron Infrastructure (P) Ltd., and 5) Sams Real Estates (P) Ltd. Out of which SAMS REAL ESTATES PRIVATE LIMITED is lead member of the consortium for awarding plot No. 04/BS-02 measuring 101175.00 sqmt. in Siddharth Vihar Yojna Ghaziabad. The details of which are described in the schedule to this Lease Agreement, on Lease after fulfilling the terms and conditions prescribed in allotment letter, brochure of the said scheme and its corrigendum circulated / advertisement.

AND WHEREAS SAMS REAL ESTATES PRIVATE LIMITED which is lead member of aforesaid consortium has represented to the Lessor that it's the largest shareholder of consortium and shall continue to remain a lead member of consortium and hold at least 26% share of the consortium till completion of Project.

AND WHEREAS SAMS REAL ESTATES PRIVATE LIMITED, which is a lead member of the aforesaid consortium now further represented to the lessor that it shall continue to hold at least 26% of the shareholding of consortium till completion of project and instead forming a special purpose Company mutually agreed ( consent affidavit attached with Relevant Members) that execution of Lease Agreement may be effected in the name of Relevant Members and accordingly in compliance to clause 8 (c) of terms and conditions of auction a layout plan showing sub-division of plot amongst the consortium was submitted and approved by letter No. 2148/BS dated 21.08.2015 by Housing Commissioner. The details of sub-division amongst the Consortium is as under :-

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SAMS REAL ESTATES PRIVATE LIMITED

*(Signature)*  
SAMS REAL ESTATES PRIVATE LIMITED

विवेक

Registration No.: 7957

Year: 2016

Book No:

1

0101 विद्युत व विद्युत चालक पदार्थों के विद्युत चालकत्व

प्रमाण पत्र के लिये  
(सहसंकेत/सहसंकेत)



- |                                    |                  |                     |
|------------------------------------|------------------|---------------------|
| 1) Sams Real Estates (P) Ltd.      | : 26000 SQM )    | Phase -II - Bearing |
| plot No 4/BS-2/4                   | )                |                     |
| 2) SG Estates Limited              | : 21907.20 SQM ) |                     |
| 3) Apex Height (P) Ltd/            | : 26000 SQM. )   | Phase-I - Bearing   |
| plot No 4/BS-2/3                   | )                |                     |
| 4) Envyron Infrastructure (P) Ltd  | : 12000 SQM. )   | Phase-I- Bearing    |
| plot No 4/BS-2/2                   | )                |                     |
| 5) Perigee Land & Housing (P) Ltd. | : 14000 SQM. )   | Phase-I - Bearing   |
| plot No 4/BS-2/1                   | )                |                     |

AND WHEREAS aforesaid consortium has requested the lessor to accept the Relevant Member / Lead Member as the Lessee which shall undertake and perform the obligations and exercise the rights of the consortium under the LOI and brochure for executing the project as per provisions of brochure.

AND WHEREAS by its letter No. Zero dated 30.9.2014 the Relevant Member / Lead Member has also joined in the said request of the consortium to the Lessor to accept it as the lessee to undertake and perform the obligations and exercise the rights of consortium under the LOI and brochure including obligation to enter into this LEASE AGREEMENT.

AND WHEREAS the lessee has further represented to the effect that it has been promoted by the selected consortium for the purposes here of.

AND WHEREAS the Lessor has agreed to the said request of aforesaid consortium and lessee and has accordingly agreed to enter into this LEASEDEED subject to the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in the LEASE AGREEMENT, the parties to this LEASE AGREEMENT agree as follows :

AS per terms and conditions of auction brochures and allotment letter bearing no. 16005 dt. 20.09.2016 was issued in favour of SAMS REAL ESTATES PRIVATE LIMITED.

AND where as Sams Real Estates Private Limited being lead members and other relevant members mutually agreed for the Sub Division of the plot as mentioned above and accordingly a plot bearing No 4/BS-2/3 of Measuring 26000.00 sq.mt. belong to APEX HEIGHTS PRIVATE LIMITED as relevant member and a allotment letter No. 18581 dt. 28.10.2016 was issued in compliance to term and conditions of original letter no. 16005 dt. 20.09.2016 and terms and condition of Brochures issued at the time of auction. Now details of payment of premium are as under -----

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Signature  
Date: \_\_\_\_\_  
Signature

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Registration No. : 7957

Year : 2016

Book No. : 1

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का. जलन गोदाल

प्ल-525/12 पोखरी नर-11 जलक-जलन नर-11/12/13

नोकरी/व्यापार/गृहणी

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1. Payment of Premium :

- 1.1 Total Premium of Rs. 1,00,94,50,000.00 ( Rupees One Hundred Crore Ninety Four Lacs Fifty Thousand only) hereinafter referred to as total premium amount is payable by Lessee to Lessor, out of which Lessee has paid Rs 25,23,62,500.00 ( Rupees Twenty Five Crore Twenty Three Lacs Sixty Two Thousand Five Hundred only) (which is 25% of total premium amount) to the Lessor and rest 75% of total premium amount Rs. 75,70,87,500.00 shall be paid by the lessee to the lessor in Ten equal Six monthly installments with interest @ 15% per annum within five years in the following manner.

S.No.	Due Date	Installment ( in Lacs)
1	01.12.2016 to 31.05.2017	11,03,07,650.00
2	01.06.2017 to 30.11.2017	11,03,07,650.00
3	01.12.2017 to 31.05.2018	11,03,07,650.00
4	01.06.2018 to 30.11.2018	11,03,07,650.00
5	01.12.2018 to 31.05.2019	11,03,07,650.00
6	01.06.2019 to 30.11.2019	11,03,07,650.00
7	01.12.2019 to 31.05.2020	11,03,07,650.00
8	01.06.2020 to 30.11.2020	11,03,07,650.00
9	01.12.2020 to 31.05.2021	11,03,07,650.00
10	01.06.2021 to 30.11.2021	11,03,07,650.00

- 1.2 Total Premium of lease rent includes the total cost of plot/premium mentioned in clause 1.1.

- 1.3 In consideration of total premium amount and yearly rent here by reserved and the covenants, provisions and agreement herein contained on the part of the lessee to be respectively paid, observed and performed, the Lessor DOES HERE BY demise on LEASE to the lessee that plot of land numbered 04/BS-02/3 situated in Siddharth Vihar Yojna, District Ghaziabad, contained by measurement (Area-26000.00 sqm) and bounded by

On the North by - 50mtrs wide road  
 On the South by - Plot no 4/BS-2  
 On the East by - Plot no 4/BS-3 & 4  
 On the West by - 50mtrs wide road

TO HOLD the said plot (herein after referred to demised premises") by lessee for the term Five years commencing form execution of this LEASE AGREEMENT. Demised premises is more clearly delineated and shown in the attached plan and therein marked.

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Registration No : 7957

Year 2016

Book No

W1 राबिंदर सिंह सचदेवा

सतनाम सिंह सचदेवा

आर-36 रमेश पार्क लक्ष्मी नगर सकरपुर दिल्ली

नौकरी/व्यापार/ग्रहणी




W2 निर्मल सिंह

अमृत सिंह सचदेवा

आर-7/2 रमेश पार्क लक्ष्मी नगर दिल्ली-92

नौकरी/व्यापार/ग्रहणी








### 3.0 AS IS WHERE IS BASIS / LEASE PERIOD

The Demised premises will be accepted by the lessee on an "as is where is basis" on a lease for a period of 5 years starting from the due date of this LEASE AGREEMENT.

### 4.0 POSSESSION

4.1 Possession of Demised premises will be handed over to the Lessee after execution and registration of this LEASE AGREEMENT.

4.2 The Lessee will be authorized to develop and market the flats/plots only after the lawful possession of the demised premises is taken over by him.

### 5.2 EXECUTION OF SALE DEED

5.1 The allottee will have to constitute on his own minimum twenty five (25) percent of the total Demised premises as per permissible FAR.

5.2 After the approval of the layout plan by Lessor, the lessee can allot plots and flats only once the internal development work such as internal roads, "sewerage drainage, culverts, water supply, electricity distribution / transmission lines, street-lighting etc., are in progress.

5.3 The registry in favour of end allottees shall be made by Lessor but only after the development works are complete. At the time of registry, free hold charges to Lessor and stamp duty to govt. shall be paid by the end allottee.

5.4 In case of the Free Hold registry of a flat is proposed, a tri-party deed between the Lessee the allottees and lessor shall be executed. The responsibility regarding the quality of the "Construction" shall be of the lessee.

5.4a The lessee shall have to execute the sublease agreement in favor of sublessee for the developed plot/flat.

5.5 The Lessee shall have to fulfill the following conditions before the execution of the Sale Deed/agreement of the flats/plots in favour of the Individual allottee(s):

- i) Lessee shall submit the temporary occupancy (completion) certificate of the constructed flats on the allotted plot from concerned Department of the Uttar Pradesh Avas Evam Vikas Parishad (UPAVP) as mentioned in Clause-0 of this LEASE AGREEMENT.

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- ii) Lessee shall submit "No Dues Certificate" in accordance with the payment schedule specified in this LEASE AGREEMENT from the Account / Property Department of the UPAVP.
- iii) The physical possession of the dwelling units/flats/plots will be permitted to be given only after execution of sub-lease agreement in favour of end allottee, which shall be in proportion to the amount received against the total premium amount of the Demised Premises.

#### 6.0 INDEMNITY

6.1 The Lessee shall execute an indemnity bond, indemnifying the Lessor against all disputes arising out of -

- i) Non-completion of Project  
 ii) Quality of construction and maintenance of work  
 iii) Any legal dispute arising out of allotment to final purchaser

6.2 The Lessee shall wholly and solely be responsible for implementation of the Project and also for ensuring quality, development and subsequent maintenance of building and services till such time, alternate agency for such work responsibility is identified legally by the Lessee.

#### 7.0 DOCUMENTATION

The cost and expenses of preparation, stamping and registering this LEASE AGREEMENT and its copies and all other incidental expenses will be borne by the lessee, who will also pay the stamp duty levied on transfer of immovable property, or any other duty or charge that may be levied by any Board empowered in this behalf. The Lessee shall be responsible to communicate to the allottees the conditions applicable to them before making any allotment.

#### 8.0 NORMS OF DEVELOPMENT

The Lessee is allowed to develop the plots/construct the flats subject to the following norms :-

Maximum permissible Ground Coverage	35%
Maximum permissible FAR	2.50
Set Backs	As per building bye-laws
Maximum Height	No Limit
Provision of Public and Semi Public facilities	The Layout of the scheme has to be prepared as per the provisions of building bye-laws applicable at the time of allotment and as such park/open spaces, schools/colleges and other facilities etc., are to be provided in the integrated scheme.

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## 9.0 CONSTRUCTION

- 9.1 The Lessee is required to submit building plan together with the layout plan showing the phases for execution of the Project for approval within 30 days from the date of possession and shall start construction within 3 months from the date of sanction of plans. The Lessee shall be required to complete the construction of Project on demised Premises as per approved layout plan and get the Completion certificate issued from Architecture and Planning Department of the UPAVP within a period of 5 years from the date of execution of this LEASE AGREEMENT. In case of plotted development, the final purchaser of plot shall have to obtain completion certificate from the Board within the period of 5 years from the date of execution of sale deed.
- 9.2 Along with the layout plan the Detail Project Report (DPR) shall also be submitted by lessee and DPR which shall include land use plan, specifications of infrastructure and services, plans, time table for implementation of Project in five years, financing of the project, project management and maintenance etc.
- 9.3 Approval shall be granted by lessor within 30 days once it is found in order and as per building bye laws.
- 9.4 A development agreement shall also be executed between Lessor and Lessee in which schedule of implementation, specification, and other conditions/restrictions to ensure the quality of internal development etc. shall be included.
- 9.5 If any village Abadi exists within the Project area, then all the public amenities shall be provided by the lessee within the Abadi area.
- 9.6 The Lessee shall provide and construct 10% E.W.S and 10% L.L.G flats within the Project Area and these flats shall be allotted to the beneficiaries as per the provision of G.O. No. 3338/08-1-11-80/2010 dated 26.11.2011 the selling cost shall also be fixed as per the provisions of G.O.'s
- 9.7 Within the Project area, provision for facilities as per subdivision of plot shown / approved by Housing Commissioner/Architect Planner as on letter no 2148 dated 21.8.2015 are to be provided in plot no 4/BS-2/3 allotted to relevant members after divdiation namely M/s APEX HEIGHTS PRIVATE LIMITED, and an undertaking to effect in order to bound to provide the facilities as shown in the layout plan, have been submitted by the lessee.
- 9.8 All peripheral external development works as may be required to be carried out up to the Demised Premises including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply and sewerage will be provided by the Lessor / UPAVP.

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- 9.9 Without prejudice to the Lessor's right of cancellation of this LEASE AGREEMENT, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as per: For first year the penalty shall be 1% of the total premium. For second year the penalty shall be 2% of the total premium, for third year the penalty shall be 3% of the total premium. Extension for more than three years, normally will not be permitted.
- 9.10 In case the Lessee does not construct building within the time provided including extension granted, if any the LEASE AGREEMENT shall be liable to be cancelled and lessor shall have right to re-enter the Demised Premises and Lessee shall loose all rights to the Demised Premises and buildings appurtenant thereto.
- 9.11 There shall be total liberty on the part of Lessee to decide the size of the Flats/plots or to decide the ratio of the area for flatted & plotted development.
- 9.12 25% of the demised land property and the buildings constructed on that shall be retained by the Lessor without any cost to the Lessee. The proportionate land shall be released according to the progress of development works and payments made against land cost to UPVP.
- 9.13 The minimum width of Road within the scheme area shall be 12.0 m.
- 9.14 The Total Floor Area Ratio (FAR) on the Demised Premises shall be 2.5. In case of Demised Premises is not being utilized for Group Housing but for other uses like commercial, office, institutional and community facilities, the FAR allowed shall be within the limit of max FAR allowed for those uses as per building By Laws.

## 10 MORTGAGE

The mortgage permission shall be granted (where the plot is not-cancelled or any show cause notice is not served) in favour of a scheduled Bank Government Organization Financial Institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the Demised Premises. The Lessee should have valid time period for construction as per terms of the Demised Premises or have obtained valid extension of time for construction and should have cleared upto date dues of the Demised Premises premium.

The Lessee will submit the following documents before Lessor for seeking mortgage permission:

- Sanction Letter of the Scheduled Bank Government Organization / Financial Institution approved by the Reserve Bank of India.
- An affidavit on non judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group Housing).



- e. Clearance of upto date dues of the Lessor. Lessor shall have the first charge on the plot towards payment of all dues of Lessor. Provided that in the event of foreclosure of the Demised premises shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in value of properties in respect of the market value of the said Demised Premises as first charge, having priority over the said mortgaged charge. The decision of the Lessor's in respect of the market value of the said Demised remises shall be final and binding on all the parties concerned.

The Lessor's right to the recovery of the unearned increase and preemptive right to purchase the Demised premises as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

#### 11.0 TRANSFER OF PLOTS / Constructed apartment area

Without obtaining the prior approval of Lessor the Lessee doesn't have the right (a) to sub-divide the Demised Premises into smaller plots as per planning norms and to (b) transfer the same to the interested parties on payment of transfer charges @ 1% of allotment rate to the Lessor. However individual flat/plot will be transferable with prior approval of the Lessor as per the following conditions:

- (i) The dues of Lessor towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Agreement before executing of sublease of the plot.
- (ii) Transfer of flat will be allowed only after obtaining completion certificate by the Lessee.
- (iii) First sale/transfer of a flat/plot to an allottee shall be through Sub Lease Deed / Sale Deed to be executed on the request of the Lessee to the Lessor in writing.

#### 12.0 MISUSE , ADDITIONS, ALTERATIONS ETC.

- 12.1 The Lessee shall not use the Demised Premises for any purpose other than mentioned in the sanctioned layout plan. In case of violation of the above conditions, Lease shall be liable to be cancelled and Possession of the premises shall be resumed by the Lessor and structure in any on the demised Premises shall be forfeited by the Lessor.
- 12.2 The Lessee will not make, by any alteration or additions to the said building or other erections for the time being on the Demised Premises, erect or permit to erect any new building on the Demised Premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor' requiring, him to-do so, correct such deviation as aforesaid.

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If the lessee fails to correct such deviation within as pacified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Lessee who hereby agrees to reimburse by paying the lessor such amounts as may be fixed in that behalf.

### 13.0 LIABILITY TO PAY TAXES

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by UPAVP empowered in this behalf, in respect of the Demised Premises.

### 14.0 OVERRIDING POWER OVER DORMANT PROPERTIES

The Lessor reserves the right to all mines, minerals, coals, washing gold, earth, oil, quantities in or under the Demised Premises and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and extracting same, and entering the same without providing or leaving any vertical support for the surface of the flats or for the structure for the time being standing thereon provided always, that the lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of Housing Commissioner of UPAVP on the amount of such compensation shall be final and binding on the Lessee.

### 15. MAINTENANCE

15.1 The Lessee shall have to plan a maintenance programme whereby the entire Demised Premises and buildings shall be kept:

- a) In a state of good condition to the satisfaction of the Lessor at all times.
- b) And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place.

15.2 The Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the UPAVP framed / issued by the concerned authority from time to time.

15.3 In case of non-compliance of terms and directions of this LEASE AGREEMENT, the Lessor shall have the right to impose such penalty as the Commissioner of Board may consider just and expedient.



- 15.4 The lessee shall make such arrangements as are necessary for maintenance of the buildings and common services and if the buildings are not maintained properly, Executive Engineer or any officer authorized by Commissioner of UPAVP, will have the power to get the maintenance done through any other Agency and recover the amount so spent from the Lessee. The Lessee will be individually and severally liable for payment of the maintenance amount. The Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010 and rules and bye laws made thereunder shall be applicable on the Lessee and allottee. No objection to the amount spent for maintenance of the building by the Lessor shall be entertained and decision of the Housing Commissioner of UPAVP in this regard shall be final.
- 15.5 For the maintenance of township of joint venture agreement between the lessee and UPAVP shall be executed maintenance of external services i.e. Electric sub-station, Zonal roads, parks and other amenities shall be done by UPAVP.
- 15.6 The Lessee shall have the rights to charge on time user charges of maintenance charges till the township is handed over to the local authority, 40% of the money so recovered shall be handed over to UPAVP while balance money shall be deposited in ESCRO Account which shall be operated jointly by Lessee and UPAVP.
- 15.7 At the time of handing over the maintenance of the township to the Society / Association (RWA), the unutilized money shall be handed over to RWA.

#### 16.0 CANCELLATION OF LEASE AGREEMENT

16.1 In addition to the other specific clauses relating to cancellation, the Lessor, as the case may be, will be free to exercise its right of cancellation of Lease in the following cases: -

- (i) Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud;
- (ii) Any violation of directions issued or rules and regulation framed by any UPAVP or by any other statutory body.
- (iii) Default on the part of the applicant allottee / lessee for breach / violation of terms and conditions of registration / allotment / Lease Agreement and / or non-Deposit of registration allotment amount. As well as providing the facilities shown in the layout plan dated 21.08.2015

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Local Signatory

16.2 If at the time of cancellation of LEASE AGREEMENT the Demised Premises is occupied by the Lessee thereon, the amount equivalent to 5% of the Total Premium amount of the Demised Premises shall be forfeited by the Lessor and Board with structure thereon, if any, and the Lessee will have me of the paid will be resumed by the right to claim compensation thereof. The balance, if any, shall be refunded without any interest.

17.0 OTHER CLAUSES

17.1 In case of any clarification or interpretation regarding these terms and conditions, the decision of Housing Commissioner of the UPAMP shall be final and binding.

17.2 If due to any 'Force Majeure' or such circumstances beyond the Lessor's control, the Lessor is unable to facilitate the Lessee to undertake the activities within one year in pursuance of executed LEASE AGREEMENT, the deposits depending on the stages of payments will be interest @ 12% shall be calculated on the basis of saving account rate of interest.

17.3 If the Lessee commits any act of omission on the Demised Premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee to remove the nuisance within a reasonable period failing which the Lessor shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of subsistence of nuisance.

17.4 Any dispute between the Lesser and Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Lucknow or the Courts designed by the Hon'ble High Court of Judicature at Allahabad.

17.5 The Lease Agreement will be governed by the provisions of the Rules of regulations of UPAMP or directions issued.

17.6 Dwelling units/flats shall be used for residential purpose only. In case of default, render the LEASE liable for cancellation and the Lessee will not be paid any compensation in this behalf.

17.7 Other buildings earmarked for community facilities cannot be used for the purposes other than community requirements.

17.8 The Lessee shall not be allowed to assign or change his role, otherwise the Lease shall be entire money deposited shall be forfeited.

17.9 The Board in larger public interest may take back the possession by making payment at the prevailing rate.

17.10 The UPAMP/Housing Commissioner has right to change any rules & regulation time to time the lessee / sub lessee has been bound to follow above rules.

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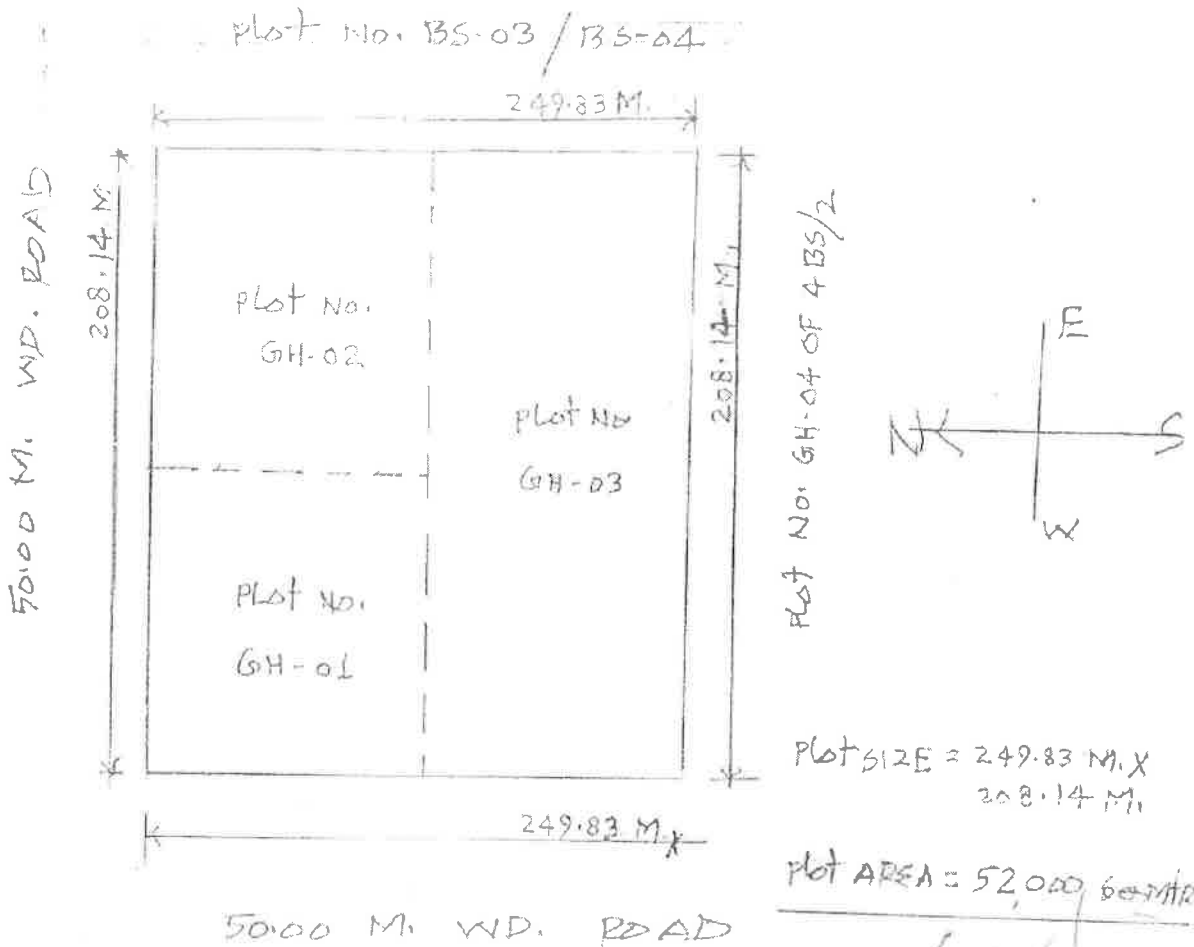
For Apex Heights Pvt. Ltd.

*(Signature)*  
Apex Heights Pvt. Ltd.



OFFICE OF THE EXECUTIVE ENGINEER  
 C. D. Ist, V.P. AYAS EYAM VIKAS PARISHAD  
 PART SITE PLAN OF BULK SALE  
 PLOT NO. 4 BS/2, SIDHART VIHAR, GZB.

N.T. 50/6



For Apex Heights Pvt. Ltd.

*Vikas*  
Regulatory

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गाजियाबाद

*[Signature]*  
30/04/16

*[Signature]*  
P/MAN. 30/4/16

*[Signature]*  
30/4/16  
J.E.

*[Signature]*  
A.E. (I.I.)

1-1-17  
1-1-17



## फोटो प्रपत्र

बही नं०	जिल्द	पृष्ठ सं०	लेखपत्र सं०	निबन्धन दिनांक	
					पक्षकारों के फोटो

नाम—

(एस०बी० सिंह)

ए० आनंद आशुका

ए० ए० प्र० कार्यालय २०५० जामिन एवं निजम परिषद हॉल  
ब्लॉक-ए०-१, सेंटर-१६ए, बसुन्धरा कॉम्प्लेक्स, बसुन्धरा  
गाजियाबाद, (उ०प्र०) पिन नं०-२०१०१२

ए० प्र० आनंद



गाजियाबाद

नाम— M/s APEX HEIGHTS PRIVATE LIMITED, a Company within the meaning of companies act, 1956, having its corporate office at S-672, SCHOOL BLOCK SHAKARPUR DELHI-110092 WHICH IS ON OF THE RELEVANT MEMBER OF (CONSORTIUM FORMED BY M/S SAMS REAL ESTATES PRIVATE LIMITED being lead member of THE CONSORTIUM who awarded plot No 4/BS-2 (Area-101175.00 sqm) through authorized signatory Mr. Vikas Goyal S/o Sh. Ram kisan Goyal R/o D-525/12J, Gali No-11, Ashok Nagar, Delhi-110093



For Apex Heights Pvt. Ltd.

*Vikas*  
Authorized Signatory

*Vijendra*

अकाउंट नं०-९ राजिवर सिंह सचदेवा  
श० सच नाम सिंह सचदेवा  
आर-३६ २ भेडा पार्क लक्ष्मीनगर  
अकुरु दिल्ली

*Vijendra*

अकाउंट नं०-९ निमल सिंह  
श० अशुत सिंह सचदेवा  
आर-३६ २ भेडा पार्क लक्ष्मी  
नगर दिल्ली

સાબાઈ નં-૧



સાબાઈ નં-૨



**SCHEDULE**  
(Description of Demised Premises)

Boundaries of the Property Bulk Sale Property NO. 4/BS-2/3

		Area: 26000.00 SQM
North:	50mtrs wide road	North: As
South:	Plot no 4/BS-2	South: Per
East:	Plot no 4/BS-3 & 4	East: Site
West:	50mtrs wide road	West: Plan

IN WITNESS WHEREOF parties to this LEASE AGREEMENT have set their hands on the date first above written.

Witness No.-1

For and on behalf of Lessor

1. Signature

2. Name

3. Address

Witness No.-2

1. Signature

2. Name

3. Address

उप आवास आयुक्त  
उ०प्र० आवास एवं विकास परिषद  
(Deputy Housing Commissioner)  
On Behalf of Housing Commissioner

Witness No.-1

1. Signature

2. Name RAJNISH KUMAR

3. Address # 810, INDIGO TOWER, RAJNAGAR EXT., GHAZIABAD

For App. rights Pvt. Ltd.

Witness NO.-2

1. Signature


2. Name RAJINDER SINGH SAHDEVAL

3. Address R-36, RAMESH PARK, LAXMI NAGAR, DELHI - 110092

For and on behalf of Lessee

आज दिनांक 28/12/2016 को  
वही सं 1 जिल्द सं 5904  
पृष्ठ सं 165 पे 202 पर क्रमांक 7957  
रजिस्ट्रीकृत किया गया।

रजिस्ट्रेशन अधिकारी के हस्ताक्षर



प्रभारी

उप निबन्धक (पंचम)

गाजियाबाद

28/12/2016



TRUE COPY

F.No.21-213/2017-IA-III  
 Government of India  
 Ministry of Environment, Forest and Climate Change  
 (IA.III Section)

**ANNEXURE-2**

Indira Paryavaran Bhawan,  
 Jor Bagh Road, New Delhi - 3

Date: 6<sup>th</sup> November, 2017

To,

**M/s APEX Heights Pvt Ltd**  
 11/3, Apex Acasia Valley, Sector-3 Vaishali,  
 Ghaziabad-201001 (Uttar Pradesh)

Email: [ceo@apexindia.in](mailto:ceo@apexindia.in)

**Subject: Proposed Residential Complex at Plot No. 04/BS-02(GH-03) Siddhartha Vihar, District -Ghaziabad, Uttar Pradesh by M/s APEX Heights Pvt Ltd - Environmental Clearance - reg.**

Sir,

This has reference to your online proposal No.IA/UP/NCP/64838/2016 dated 05.06.2017, submitted to this Ministry for grant of Environmental Clearance (EC) in term of the provisions of the Environment Impact Assessment (EIA) Notification, 2006 under the Environment (Protection) Act, 1986.

2. The proposal for the grant of environmental clearance to the project 'Proposed Residential Complex' at Plot No. 04/BS - 02(GH-03) Siddhartha Vihar, District-Ghaziabad, Uttar Pradesh promoted by M/s APEX Heights Pvt Ltd, was considered by the Expert Appraisal Committee (Infra-2) in its 21<sup>st</sup> meeting held on 21-24 August, 2017. The details of the project, as per the documents submitted by the project proponent, and also as informed during the above meeting, are under:-

- (i) The project is located at 28°38'57.80"N Latitude and 77°24'13.85"E longitude.
- (ii) The total plot area is 26,000 sqm, FSI area is 1,16,151.37 sqm and total construction area of 1,91,959.6 sqm. The project will comprise of seven Tower (A-G). Total no. of dwelling units 1408 (1172-Main DU, 118-LIG, 118-EWS) shall be developed. Maximum height of the building is 150m.
- (iii) During construction phase, total water requirement may vary from 20-24 KLD which will be met by treated water from CSTP/Private water tankers. During the construction phase, Soak pits and septic tanks will be provided for disposal of waste water. Temporary sanitary toilets will be provided during peak labor force.
- (iv) During operational phase, total water demand of the project is expected to be 683 KLD and the same will be met by the 424 KLD Recycled Water. Wastewater generated (530 KLD) uses will be treated in STP of capacity 640 KLD of treated waste water will be recycled (8 KLD for gardening and 30 KLD for DG Cooling).
- (v) About 3452.25 kg/day solid waste will be generated in the project.

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- (vi) The total power requirement is 3820 KVA and will be met from Paschimanchal Vidyut Vitran Nigam Limited (PVVNL).
- (vii) Rooftop rainwater of buildings will be collected in RWH tanks of total 6 Nos.
- (viii) The total parking proposed is 1,413 ECS.
- (ix) Proposed energy saving measures would save about 10% of power.
- (x) It is not located within 10 km of Eco Sensitive areas.
- (xi) There is no case pending against the project.
- (xii) ToR was issued by SEAC, U.P. in its 278<sup>th</sup> meeting held on 28.06.2016.
- (xiii) **Investment/Cost** of the project is Rs. 400 crore.
- (xiv) **Employment potential:** 300 peoples.
- (xv) **Benefits of the project:** Social, Economical and Environmental.

4. The EAC, in its meeting held on 21-24 August, 2017, after detailed deliberations on the proposal, has recommended for grant of Environmental Clearance to the project. As per recommendations of the EAC, the Ministry of Environment, Forest and Climate Change hereby accords Environmental Clearance to the 'Proposed Residential Complex' at Plot No. 04/BS - 02(GH-03) Siddhartha Vihar, District-Ghaziabad, Uttar Pradesh promoted by M/s APEX Heights Pvt Ltd. under the provisions of the EIA Notification, 2006 and amendments/circulars issued thereon, and subject to the specific and general conditions as under:-

#### PART A – SPECIFIC CONDITIONS:

##### Construction Phase

- (i) The project proponent shall obtain all necessary clearance/ permission from all relevant agencies including town planning authority before commencement of work. All the construction shall be done in accordance with the local building byelaws.
- (ii) Sewage shall be treated in the STP (MBBR Technology) with tertiary treatment i.e. Ultra Filtration. The treated effluent from STP shall be recycled/re-used for flushing, horticulture & DG cooling.
- (iii) The local bye-law provisions on rain water harvesting should be followed. If local bye-law provision is not available, adequate provision for storage and recharge should be followed as per the Ministry of Urban Development Model Building Byelaws, 2016. As proposed, 6 nos. of rain water harvesting pits shall be provided as per CGWB guidelines.
- (iv) Separate wet and dry bins must be provided in each unit and at the ground level for facilitating segregation of waste. Solid waste shall be segregated into wet garbage and inert materials. Wet garbage shall be composted in Organic Waste Converter. 300 sqm space shall be provided for solid waste management within the premises which will include area for segregation, composting. The inert waste from group housing project will be sent to dumping site.
- (v) The natural drain system should be maintained for ensuring unrestricted flow of water. No construction shall be allowed to obstruct the natural drainage through the site, on wetland and water bodies. Check dams, bio-swales,

landscape, and other sustainable urban drainage systems (SUDS) are allowed for maintaining the drainage pattern and to harvest rain water. Buildings shall be designed to follow the natural topography as much as possible. Minimum cutting and filling should be done.

- (vi) Construction site shall be adequately barricaded before the construction begins. Dust, smoke & other air pollution prevention measures shall be provided for the building as well as the site. These measures shall include screens for the building under construction, continuous dust/ wind breaking walls all around the site (at least 3 meter height). Plastic/tarpaulin sheet covers shall be provided for vehicles bringing in sand, cement, murrum and other construction materials prone to causing dust pollution at the site as well as taking out debris from the site. Sand, murrum, loose soil, cement, stored on site shall be covered adequately so as to prevent dust pollution. Wet jet shall be provided for grinding and stone cutting. Unpaved surfaces and loose soil shall be adequately sprinkled with water to suppress dust.
- (vii) All construction and demolition debris shall be stored at the site (and not dumped on the roads or open spaces outside) before they are properly disposed. All demolition and construction waste shall be managed as per the provisions of the Construction and Demolition Waste Rules, 2016. All workers working at the construction site and involved in loading, unloading, carriage of construction material and construction debris or working in any area with dust pollution shall be provided with dust mask.
- (viii) Provisions shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, creche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.
- (ix) At least 20% of the open spaces as required by the local building bye-laws shall be pervious. Use of Grass pavers, paver blocks with at least 50% opening, landscape etc. would be considered as pervious surface.
- (x) Compliance with the Energy Conservation Building Code (ECBC) of Bureau of Energy Efficiency shall be ensured. Buildings in the States which have notified their own ECBC, shall comply with the State ECBC. Outdoor and common area lighting shall be LED. Concept of passive solar design that minimize energy consumption in buildings by using design elements, such as building orientation, landscaping, efficient building envelope, appropriate fenestration, increased day lighting design and thermal mass etc. shall be incorporated in the building design. Wall, window, and roof u-values shall be as per ECBC specifications.
- (xi) Use of water saving devices/ fixtures (viz. low flow flushing systems; use of low flow faucets tap aerators etc) for water conservation shall be incorporated in the building plan.
- (xii) Installation of dual pipe plumbing for supplying fresh water for drinking, cooking and bathing etc and other for supply of recycled water for flushing, landscape irrigation, car washing, thermal cooling, conditioning etc. shall be done.

- (xiii) Separation of grey and black water should be done by the use of dual plumbing system. In case of single stack system separate recirculation lines for flushing by giving dual plumbing system be done.
- (xiv) Solar based electric power shall be provided to each unit for at least two bulbs/light and one fan. As proposed, central lighting and street lighting shall also be based on solar power.
- (xv) A First Aid Room shall be provided in the project both during construction and operations of the project.
- (xvi) Topsoil should be stripped to a depth of 20 cm from the areas proposed for buildings, roads, paved areas, and external services. It should be stockpiled appropriately in designated areas and reapplied during plantation of the proposed vegetation on site.
- (xvii) Disposal of muck during construction phase shall 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.
- (xviii) The diesel generator sets to be used during construction phase shall be low sulphur diesel type and shall conform to Environmental (Protection) prescribed for air and noise emission standards.
- (xix) Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.
- (xx) As proposed, no ground water shall be used during construction/ operation phase of the project.
- (xxi) Approval of the CGWA require before any dewatering for basements.
- (xxii) The approval of the Competent Authority shall be obtained for structural safety of buildings due to earthquakes, adequacy of firefighting equipment etc as per National Building Code including protection measures from lightening etc.
- (xxiii) Any hazardous waste generated during construction phase, shall be disposed off as per applicable rules and norms with necessary approvals of the State Pollution Control Board.
- (xxiv) Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards be operated only during non-peak hours.
- (xxv) Ambient noise levels shall conform to residential standards both during day and night as per Noise Pollution (Control and Regulation) Rules, 2000. Incremental pollution loads on the ambient air and noise quality shall be closely monitored during construction phase. Adequate measures shall be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB / SPCB.
- (xxvi) Use of environment friendly materials in bricks, blocks and other construction materials, shall be required for at least 20% of the construction material quantity. These include Fly Ash bricks, hollow bricks, AACs, Fly Ash Lime Gypsum blocks, Compressed earth blocks, and other environment friendly materials. Fly ash should be used as building material in the construction as

per the provision of Fly Ash Notification of September, 1999 and amended as on 27<sup>th</sup> August, 2003 and 25<sup>th</sup> January, 2016. Ready mixed concrete must be used in building construction.

- (xxvii) A comprehensive mobility plan, as per MoUD best practices guidelines (URDPFI), shall be prepared to include motorized, non-motorized, public, and private networks. Road should be designed with due consideration for environment, and safety of users. The road system can be designed with these basic criteria.
- Hierarchy of roads with proper segregation of vehicular and pedestrian traffic.
  - Traffic calming measures
  - Proper design of entry and exit points.
  - Parking norms as per local regulation
- (xxviii) An assessment of the cumulative impact of all activities being carried out or proposed to be carried out by the project, shall be made for traffic densities and parking capabilities in a 05 kms radius from the site. A detailed traffic management and a traffic decongestion plan drawn up through an organisation of repute and specialising in Transport Planning shall be implemented to the satisfaction of the State Urban Development and Transport Departments shall also include the consent of all the concerned implementing agencies.
- (xxix) Project Proponent should comply with conditions stipulated at Appendix - XIV of the amended EIA Notification vide S.O. 3999(E) dated 09.12.2016.

## II. Operational Phase

- (i) Fresh water requirement from Municipal Water Supply shall not exceed 491 KLD.
- (ii) A minimum of 1 tree for every 80 sqm of land should be planted and maintained. The existing trees will be counted for this purpose. Preference should be given to planting native species. Where the trees need to be cut, compensatory plantation in the ratio of 1:3 (i.e. planting of 3 trees for every 1 tree that is cut) shall be done and maintained. As proposed 2600 sqm area shall be provided for green belt development.
- (iii) The gaseous emissions from DG set shall be dispersed through adequate stack height as per CPCB standards. Acoustic enclosure shall be provided to the DG sets to mitigate the noise pollution. Low sulphur diesel shall be used. The location of the DG set and exhaust pipe height shall be as per the provisions of the Central Pollution Control Board (CPCB) norms.
- (iv) For indoor air quality the ventilation provisions as per National Building Code of India.
- (v) The quantity of fresh water usage, water recycling and rainwater harvesting shall be measured and recorded to monitor the water balance as projected by the project proponent. The record shall be submitted to the Regional Office, MoEF&CC along with six monthly Monitoring reports.
- (vi) The installation of the Sewage Treatment Plant (STP) shall be certified by an independent expert and a report in this regard shall be submitted to the Ministry before the project is commissioned for operation. Periodical

monitoring of water quality of treated sewage shall be conducted. Necessary measures should be made to mitigate the odour problem from STP.

- (vii) No sewage or untreated effluent water would be discharged through storm water drains.
- (viii) Sludge from the onsite sewage treatment, including septic tanks, shall be collected, conveyed and disposed as per the Ministry of Urban Development, Central Public Health and Environmental Engineering Organization (CPHEEO) Manual on Sewerage and Sewage Treatment Systems, 2013.
- (ix) The provisions of the Solid Waste Management Rules, 2016, e-Waste (Management) Rules, 2016, the Construction and Demolition Waste Management Rules, 2016 and the Plastics Waste Management Rules, 2016 shall be followed.
- (x) Solar, wind or other Renewable Energy shall be installed to meet electricity generation equivalent to 1% of the demand load or as per the state level/ local building bye-laws requirement, whichever is higher.
- (xi) Solar power shall be used for lighting in the apartment to reduce the power load on grid. Separate electric meter shall be installed for solar power. Solar water heating shall be provided to meet 20% of the hot water demand of the commercial and institutional building or as per the requirement of the local building bye-laws, whichever is higher. Residential buildings are also recommended to meet its hot water demand from solar water heaters, as far as possible.
- (xii) Energy conservation measures like installation of CFLs/ LED for the lighting the area outside the building should be integral part of the project design and should be in place before project commissioning. Used CFLs, TFL and LED shall be properly collected and disposed off/sent for recycling as per the prevailing guidelines/rules of the regulatory authority to avoid mercury contamination.
- (xiii) An environmental management plan (EMP) shall be prepared and implemented to ensure compliance with the environmental conditions specified above. A dedicated Environment Monitoring Cell with defined functions and responsibility shall be put in place to implement the EMP. The environmental cell shall ensure that the environment infrastructure like Sewage Treatment Plant, Landscaping, Rain Water Harvesting, Energy efficiency and conservation, water efficiency and conservation, solid waste management, renewable energy etc. are kept operational and meet the required standards. The environmental cell shall also keep the record of environment monitoring and those related to the environment infrastructure.
- (xiv) The company shall draw up and implement a corporate social Responsibility plan as per the Company's Act of 2013.

#### **PART B - GENERAL CONDITIONS**

- (i) A copy of the environmental clearance letter shall also be displayed on the website of the concerned State Pollution Control Board. The EC letter shall also be displayed at the Regional Office, District Industries centre and Collector's Office/ Tehsildar's office for 30 days.

- (ii) The funds earmarked for environmental protection measures shall be kept in separate account and shall not be diverted for other purpose. Year-wise expenditure shall be reported to this Ministry and its concerned Regional Office.
- (iii) Officials from the Regional Office of MoEF&CC, Lucknow who would be monitoring the implementation of environmental safeguards should be given full cooperation, facilities and documents/data by the project proponents during their inspection. A complete set of all the documents submitted to MoEF&CC shall be forwarded to the APCCF, Regional Office of MoEF&CC, Lucknow.
- (iv) In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this Ministry.
- (v) The Ministry reserves the right to add additional safeguard measures subsequently, if found necessary, and to take action including revoking of the environment clearance under the provisions of the Environmental (Protection) Act, 1986, to ensure effective implementation of the suggested safeguard measures in a time bound and satisfactory manner.
- (vi) All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, the Forest Conservation Act, 1980 and the Wildlife (Protection) Act, 1972 etc. shall be obtained, as applicable by project proponents from the respective competent authorities.
- (vii) These stipulations would be enforced among others under the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and the EIA Notification, 2006.
- (viii) The project proponent shall advertise in at least two local Newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded Environmental Clearance and copies of clearance letters are available with the State Pollution Control Board and may also be seen on the website of the Ministry of Environment, Forest and Climate Change at <http://www.envfor.nic.in>. The advertisement shall be made within Seven days from the date of receipt of the Clearance letter and a copy of the same shall be forwarded to the Regional Office of this Ministry at Lucknow.
- (ix) Any appeal against this clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.
- (x) A copy of the clearance letter shall be sent by the proponent to concerned Panchayat, ZillaParisad/Municipal Corporation, Urban Local Body and the Local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the company by the proponent.
- (xi) The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF&CC, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; SPM, RSPM, SO<sub>2</sub>, NO<sub>x</sub> (ambient levels as well as stack emissions) or critical sectoral parameters, indicated for the project

shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.

- (xii) The environmental statement for each financial year ending 31<sup>st</sup> March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF&CC by e-mail.
- (xiii) This issues with the approval of the Competent Authority.

  
(Kushal Vashist)  
Director

Copy to:

- 1) The Member Secretary, Department of Environment, Government of Uttar Pradesh, Sachivalaya, Babu Bhawan, Adjacent to Vidhan Sabha, Lucknow – 226001.
- 2) The APCCF (C), MoEF&CC, Regional Office (CZ), Kendriya Bhawan, 5<sup>th</sup> Floor, Sector "H", Aliganj, Lucknow – 226020.
- 3) The Chairman, Central Pollution Control Board Parivesh Bhavan, CBD-cum-Office Complex, East Arjun Nagar, New Delhi - 110 032.
- 4) The Chairman, Uttar Pradesh Pollution Control Board, Building No. TC-12V, Vibhuti Khand, Gomti Nagar, Lucknow-226010.
- 5) Monitoring Cell, MoEF&CC, Indira Paryavaran Bhavan, New Delhi.
- 6) Guard File/ Record File/ Notice Board.
- 7) MoEF&CC Website.

  
(Kushal Vashist)  
Director

  
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**UTTAR PRADESH POLLUTION CONTROL BOARD**

**ANNEXURE-3**

**Validity Period :22/03/2018 To 21/03/2023**

**Ref No. - 15143/UPPCB/Ghaziabad(UPPCBRO)/CTE/GHAZIABAD/2018**

**Dated:- 09/05/2018**

**To ,**  
 Shri Vikas Goyal  
 M/s Apex Heights Pvt. Ltd.  
 Plot No.04/BS-02(GH-03), Siddharth Vihar, Ghaziabad, U.P.  
 GHAZIABAD

**Sub :** Consent to Establish for New Unit/Expansion/Diversification under the provisions of Water (Prevention and control of pollution) Act, 1974 as amended and Air (Prevention and control of Pollution) Act, 1981 as amended.

Please refer to your application form no 683481 dated - 09/02/2018 .After examining the application with respect to pollution angle, Consent to Establish is granted subject to the compliance of following conditions :

I. Consent to Establish is being issued for following specific details :

A- Site along with geo-coordinates :

B- Main Raw Material :

<b>Main Raw Material Details</b>		
<b>Name of Raw Material</b>	<b>Raw Material Unit Name</b>	<b>Raw Material Quantity</b>
N/A	Metric Tonnes/Day	0
Building Material	Metric Tonnes/Day	00

C- Product with capacity :

<b>Product Detail</b>	
<b>Name of Product</b>	<b>Product Quantity</b>
Group Housing	00
N/A	0

D- By-Product if any with capacity :

<b>By Product Detail</b>			
<b>Name of By Product</b>	<b>Unit Name</b>	<b>Licence Product Capacity</b>	<b>Install Product Capacity</b>
N/A	Metric Tonnes/Day	0	0

E: Water Requirement (in KLD) and its Source :

<b>Source of Water Details</b>		
<b>Source Type</b>	<b>Name of Source</b>	<b>Quantity (KL/D)</b>
Municipal Supply	Municipal and Recycled Water	683.0

F. Quantity of effluent (In KLD) :

  
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Effluent Details	
Source Consumption	Quantity (KL/D)
Domestic	488.0

G- Fuel used in the equipment/machinery Name and Quantity (per day) :

Fuel Consumption Details		
Fuel	Consumption(tpd/kld)	Use
Diesel	5.04	DG Sets

For any change in above mentioned parameters, it will be mandatory to obtain Consent to Establish again. No further expansion or modification in the plant shall be carried out without prior approval of U.P. Pollution Control Board.

2. You are directed to furnish the progress of Establishment of plant and machinery, green belt, Effluent Treatment Plant and Air pollution control devices, by 10th day of completion of subsequent quarter in the Board.
3. Copy of the work order/purchase order, regarding instruction and supply of proposed Effluent Treatment Plant/Sewerage Treatment Plant /Air Pollution control System shall be submitted by the industry till 21/03/2023 to the Board.
4. Industry will not start its operation, unless CTO is obtained under water (Prevention and control of Pollution) Act, 1974 and Air (Prevention and control of Pollution) Act, 1981 from the Board.
5. It is mandatory to submit Air and Water consent Application, complete in all respect, four months before start of operation, to the U.P. Pollution Control Board.
6. Legal action under water (Prevention and control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 may be initiated against the industry With out any prior information, in case of non compliance of above conditions.
7. Bank details.

Bank Fee Details				
Bank Name	Branch Name	Draft No./Money Receipt No	Date	Rupees
Dena Bank	Mayur Vihar	333618	09/02/2018	50000.0

**Specific Conditions:**

1. Project shall provide the NOC of CGWA for extracting ground water within 03 month.
2. Project shall comply the provisions of Environment (Protection) Act 1986, Water (Prevention and Control of Pollution) Act, 1974 as amended, Air (Prevention and Control of Pollution) Act, 1981 as amended.
3. Project shall dispose the hazardous waste through authorized recyclers/TSDF.
4. Project shall install Sewage Treated Plant of capacity 640.0 KLD & treated water shall be used in gardening/flash
5. At the project site a display board size 4x6 feet shall be installed to display the provisions of Construction and Demolition Rules 2016.
6. Project shall develop proper green belt and rain water harvesting system as per Authority guidelines. For green belt at least 8 feet height plants should be planted which shall be properly protected as proper irrigation and manuring arrangements shall be made. For the development of the green belt the guidelines issued vide Board office order no. H10405/220/2018/02 Dt. 16-02-2018 shall be complied.
7. Project shall comply the provisions of notification dt. 07-10-2016 of Ministry of Water Resources, River Development and Ganga Conservation GOI.
8. Project shall comply the order passed by Hon'ble NGT time to time.
9. This consent to establish is valid for the Plot Area-26,000 sq.mt. & Built-up Area-180845.83 sq.mt.
10. Project shall install at least 0.2KVA mt from roof level along with acoustic enclosures on DG sets.
11. Project shall use clean fuel as far as possible.
12. Project shall not start gaseous emission & sewage generation without prior consent of the board.
13. All construction activities shall be according to authority guidelines.
14. The dust emission from the construction sites will be completely controlled and all precautions will be taken in that behalf.
15. Project shall comply the conditions of EC dated 06.11.2017.
16. Project shall comply the provisions of Construction & Demolition Rules 2016 & MSW Rules 2016.
17. Project shall not use ground water in construction activities. Only STP treated water shall be used.
18. Project shall be constructed as per approved map.
19. Unit will put tarpaulin scaffolding around the area of construction and the building for effective and efficient control of dust emission generated during construction of the project.
20. Storage of any construction material particularly sand will not be done on any part of street and roads in the projects area.
21. The construction material of any kind stored on site will be fully covered in all respect so that it does not disperse in the air in any form.
22. All the construction material & debris will be carried in trucks or vehicles which are fully covered and protected so as to ensure that the construction debris or construction material does not get dispersed into the air or atmosphere in any form whatsoever.
23. The dust emission from the construction sites will be completely controlled and all precautions will be taken in that behalf.
24. The vehicles carrying construction debris or construction material of any kind will be cleaned before it is permitted to ply on the road after unloading of such material.
25. Every worker working on the construction site and involved in loading, unloading and carriage of construction debris or construction material shall be provided with mask to prevent inhalation of dust particle.
26. All medical held, investigation and treatment will be provided to the workers involved in the construction of building and carrying of construction of building and carrying of construction debris or construction material related to dust emission.
27. The transportation of construction material and debris waste to construction site, dumping site or any other place will be carried out in accordance with rules.
28. Fixing of sprinklers and creation of green air barriers will be done to control fugitive dust emission and improve environment.
29. Compulsory use of wet jet in grinding and stone cutting will be practiced.
30. Wind breaking wall will be constructed around the construction site.
31. Green belt will be developed around the buildings as per rules.
32. All approach roads & in campus roads should be sprinkled with water to suppress the dust emission.
33. Project shall not establish Hot Mix/Ready Mix/Wet Mix Plant without prior permission of Board.
34. Project shall submit a bank guarantee of Rs. 10 lacs within 15 days for complying above condition no 1 to 33.

Please note that consent to Establish will be revoked, in case of, non compliance of any of the above mentioned conditions. Board reserves its right for amendment or cancellation of any of the conditions specified above. Industry is directed to submit its first compliance report regarding above mentioned specific and general conditions till 09/06/2018 in this office. Ensure to submit the regular compliance report otherwise this Consent to Establish will be revoked.

RAJEEV  
UPADHYAY

Digitally signed by RAJEEV  
UPADHYAY  
Date: 2018.05.09 14:50:32  
+05'30'

**CEO**

Dated:- 09/05/2018

**Copy To -**

RO UPPCB Ghaziabad

RAJEEV  
UPADHYAY

Digitally signed by RAJEEV  
UPADHYAY  
Date: 2018.05.09 14:50:54  
+05'30'

**CEO**



TRUE COPY

संख्या : 3338 / आठ-1-11-80विधि / 2010

प्रेषक,

आलोक कुमार  
सचिव,  
उत्तर प्रदेश शासन।

**ANNEXURE-4**

सेवा में,

- |   |   |
|---|---|
| (1) आवास आयुक्त,<br>उ०प्र० आवास एवं विकास<br>परिषद, लखनऊ।   | (2) उपाध्यक्ष,<br>समस्त विकास प्राधिकरण,<br>उत्तर प्रदेश।   |
| (3) अध्यक्ष,<br>समस्त विशेष विकास क्षेत्र,<br>उत्तर प्रदेश। | (4) नियंत्रक प्राधिकारी,<br>समस्त विनियमित क्षेत्र, उ०प्र०। |

आवास एवं शहरी नियोजन अनुभाग-1

लखनऊ : दिनांक 26 सितम्बर, 2011

विषय : सार्वजनिक, निजी एवं सहकारी क्षेत्र की नई आवासीय योजनाओं में आर्थिक दृष्टि से दुर्बल एवं अल्प आय वर्गों के व्यक्तियों के लिए आवासीय सुविधा उपलब्ध कराने सम्बन्धी नीति।

महोदय,

समाज के आर्थिक दृष्टि से कमजोर वर्गों की मकान खरीदने की क्षमता पर विशेष ध्यान देते हुए राष्ट्रीय एवं राज्य आवास नीतियों में आर्थिक दृष्टि से दुर्बल एवं अल्प आय वर्गों को आर्थिक क्षमतानुसार आवासीय सुविधा मुहैया कराने पर विशेष दल दिया गया है।

2. अतः प्रदेश की आवश्यकताओं एवं व्यवहारिक पहलुओं को दृष्टिगत रखते हुए सार्वजनिक, निजी एवं सहकारी क्षेत्र की नयी आवासीय योजनाओं में 'कास-सब्सिडाईजेशन' के माध्यम से ई.डब्लू.एस. एवं एल.आई.जी. श्रेणी के व्यक्तियों के लिए आवास निर्माण सुनिश्चित करने हेतु नीति निम्नवत निर्धारित की जाती है :-

(I) आय सीमा

ई.डब्लू.एस. लाभार्थी के परिवार की मासिक आय रु. 5,000 तक तथा एल.आई.जी. के लाभार्थी की मासिक आय रु. 5,001 से 10,000 तक होगी, जो यथासम्भव प्रत्येक वर्ष, परन्तु अधिकतम दो वर्षों में 'कास्ट इन्डेक्स' के आधार पर पुनरीक्षित की जाएगी।

(II) भूखण्ड का क्षेत्रफल/प्लिनथ एरिया

ई.डब्लू.एस. एवं एल.आई.जी. हाउसिंग के लिए भूखण्ड के न्यूनतम क्षेत्रफल/प्लिनथ एरिया के मानक निम्नवत होंगे:-

आय वर्ग	प्लॉटेड डेवलपमेन्ट (भूखण्ड का क्षेत्रफल)	ग्रुप हाउसिंग (प्लिनथ एरिया)
(क) ई.डब्लू.एस.	30 वर्गमीटर	25 वर्गमीटर
(ख) एल.आई.जी.	40 वर्गमीटर	35 वर्गमीटर



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## (III) ई.डब्लू.एस. एवं एल.आई.जी. भवनों का प्रतिशत/संख्या

- (क) 3000 वर्ग मीटर से अधिक क्षेत्रफल की आवासीय योजनाओं के अन्तर्गत प्रस्तावित आवासीय इकाईयों का ई.डब्लू.एस. एवं एल.आई.जी. के लिए न्यूनतम 10-10 प्रतिशत (कुल 20 प्रतिशत) इकाईयों के निर्माण की अनिवार्यता इस शर्त के अधीन होगी कि उक्त इकाईयों की संख्या योजना के 'ग्रॉस एरिया' पर 5 इकाईयां प्रति एकड़ से कम नहीं होगी। प्रस्तावित योजना प्लॉटेड डेवलपमेन्ट/ग्रुप हाउसिंग अथवा किसी भी पद्धति के अनुसार नियोजित होने पर आवासीय इकाईयों का निर्माण करना अनिवार्य होगा।
- (ख) यदि 3000 वर्ग मीटर से लेकर 1.0 हैक्टेयर तक की योजना में उसी स्थल पर ई.डब्लू.एस. एवं एल.आई.जी. की इकाईयों का निर्माण सम्भव न हो, तो उस स्थल के लगभग 1.0 किमी. के अर्द्धव्यास में स्थित आवासीय भू-उपयोग की भूमि पर प्रस्तर-(क) की अपेक्षानुसार आवासीय इकाईयों का निर्माण करना होगा।

## (IV) योजना का कियान्वयन

- (क) ई.डब्लू.एस. एवं एल.आई.जी. के भवनों की लागत जिसमें भूमि की लागत (जिलाधिकारी का अद्यतन सर्किल रेट) तथा भवन की निर्माण लागत शामिल होगी, की गणना विकास प्राधिकरण/आवास परिषद द्वारा की जाएगी।
- (ख) योजना के ले-आउट प्लान की स्वीकृति के समय सम्बन्धित योजना में ई.डब्लू.एस. एवं एल.आई.जी. भवनों का जितना दायित्व बनता है, का भी मानचित्र साथ में स्वीकृत कराना अनिवार्य होगा।
- (ग) योजना के ले-आउट प्लान की स्वीकृति के समय विकासकर्ता द्वारा विकास प्राधिकरण/आवास एवं विकास परिषद के पक्ष में नियमानुसार देय 'परफार्मेंस गारन्टी' के अतिरिक्त ई.डब्लू.एस. एवं एल.आई.जी. भवनों के लिए भूमि एवं भवनों के निर्माण की उपरोक्त (क) के अनुसार आंकलित लागत को समतुल्य शत-प्रतिशत बैंक गारन्टी देय होगी, जो भवन निर्माण के साथ-साथ अनुपातिक रूप से अवमुक्त की जाएगी।
- (घ) विकास प्राधिकरण/आवास एवं विकास परिषद द्वारा योजना का 'कम्प्लीशन सर्टीफिकेट' तभी जारी किया जाएगा जब विकासकर्ता द्वारा ई.डब्लू.एस. एवं एल.आई.जी. भवनों का निर्माण कार्य पूर्ण कर लिया जाए।

## (V) विकासकर्ताओं को 'इन्सेन्टिव

- (क) विकासकर्ता द्वारा ई.डब्लू.एस. एवं एल.आई.जी. लाभार्थियों के लिए निर्मित किए जाने वाले भवनों की लागत को अपनी योजनान्तर्गत अन्य उच्च उपयोगों/एच.आई.जी. के भूखण्डों से 'कास-सब्सिडाइज़' किया जाएगा। इस हेतु विकासकर्ता को ई.डब्लू.एस. एवं एल.आई.जी. भवनों के तल क्षेत्रफल को समतुल्य आवासीय उपयोग का निःशुल्क एफ.ए.आर., जो बेसिक एफ.ए.आर. (+) कय-योग्य एफ.ए.आर. के अतिरिक्त होगा, 'ट्रान्सफरेबल' आधार पर अनुमन्य होगा, जिसके सापेक्ष समानुपातिक रूप से इकाईयां भी अनुमन्य होंगी।
- (ख) विकासकर्ता द्वारा अतिरिक्त एफ.ए.आर. के अनुसार ले-आउट प्लान/भवनों का डिज़ाइन तैयार किया जा सकेगा, जो सशर्त अनुमोदित किया जाएगा।

परन्तु अतिरिक्त एफ.ए.आर. का उपयोग ई.डब्लू.एस. एवं एल.आई.जी. भवनों का निर्माण कार्य पूर्ण हो जाने की शर्त के अधीन अनुमत्त होगा।

**(VI) भवनों का मूल्य निर्धारण**

आवास एवं शहरी गरीबी उपशमन मन्त्रालय, भारत सरकार/हडको द्वारा वर्ष 2010 में जारी मानकों के अनुसार ई.डब्लू.एस. एवं एल.आई.जी. भवनों का सीलिंग मूल्य क्रमशः रू. 2.0 लाख एवं रू. 4.25 लाख प्रति इकाई होगा, जिसका पुनरीक्षण यथासम्भव प्रत्येक वर्ष, परन्तु अधिकतम दो वर्षों में 'कास्ट इन्डेक्स' के आधार पर किया जाएगा।

**(VII) भवनों के आवंटन की प्रक्रिया**

(क) ई.डब्लू.एस. एवं एल.आई.जी. भवनों का आवंटन उक्त आय वर्गों के लाभार्थियों को उपाध्यक्ष/आवास आयुक्त की अध्यक्षता में शासन द्वारा गठित समिति, जिसमें जिलाधिकारी तथा विकासकर्ता के प्रतिनिधि भी सदस्य होंगे, के माध्यम से किया जाएगा।

(ख) ई.डब्लू.एस. एवं एल.आई.जी. भवनों को लाभार्थी द्वारा विक्रय/हस्तान्तरण पर रोक लगाने हेतु सुसंगत अधिनियमों में व्यवस्था की जाएगी।

3- इस संबंध में मुझे यह कहने का निदेश हुआ है कि कृपया उक्त आदेशों का कड़ाई से अनुपालन सुनिश्चित करने का कष्ट करें।

भवदीय,

आलोक कुमार  
सचिव

**संख्या- 3338 (1)/आठ-1-2011, तददिनांक।**

उपर्युक्त की प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. मुख्य नगर एवं ग्राम नियोजक, नगर एवं ग्राम नियोजन विभाग, उ0प्र0, लखनऊ।
2. निदेशक, आवास बन्धु, उ0प्र0, लखनऊ को इस आशय से प्रेषित कि इस शासनादेश को समस्त संबंधितों को अपने स्तर से उपलब्ध कराते हुए इसे आवास एवं शहरी नियोजन विभाग की वेबसाइट पर अप-लोड कराना सुनिश्चित करें।
3. आवास एवं शहरी नियोजन विभाग के समस्त अनुभाग।
4. गार्ड बुक।

आज्ञा से  
( अजय दीप सिंह )  
विशेष सचिव

TRUE COPY

(3) G.O

संख्या : 3188/आठ-1-13-80विधि/2010

प्रेषक,

सदाकान्त  
प्रमुख सचिव  
उत्तर प्रदेश शासन।

**ANNEXURE-5**

सेवा में,

- |   |  |
|---|--|
| (1) आवास आयुक्त,<br>उ०प्र० आवास एवं विकास<br>परिषद, लखनऊ।   | (2) उपाध्यक्ष,<br>समस्त विकास प्राधिकरण,<br>उत्तर प्रदेश।      |
| (3) अध्यक्ष,<br>समस्त विशेष विकास क्षेत्र,<br>उत्तर प्रदेश। | (4) नियंत्रक प्राधिकारी,<br>समस्त विनियमित क्षेत्र,<br>उ०प्र०। |

आवास एवं शहरी नियोजन अनुभाग-1

लखनऊ : दिनांक : 05 दिसम्बर, 2013

विषय : सार्वजनिक, निजी एवं सहकारी क्षेत्र की नई आवासीय योजनाओं में आर्थिक दृष्टि से दुर्बल एवं अल्प आय वर्गों के व्यक्तियों के लिए आवासीय सुविधा उपलब्ध कराने सम्बन्धी नीति।

महोदय,

समाज के आर्थिक दृष्टि से कमजोर वर्गों की मकान खरीदने की क्रय- क्षमता पर विशेष ध्यान देते हुए राष्ट्रीय एवं राज्य शहरी आवास नीतियों में आर्थिक दृष्टि से दुर्बल एवं अल्प आय वर्गों को आर्थिक क्षमतानुसार आवासीय सुविधा मुहैया कराने पर विशेष बल दिया गया है। इस उद्देश्य से सार्वजनिक, निजी एवं सहकारी क्षेत्र की नयी आवासीय योजनाओं में 'कास-सब्सिडाईजेशन' के माध्यम से ई.डब्ल्यू.एस. एवं एल.आई.जी. श्रेणी के व्यक्तियों के लिए आवास निर्माण सुनिश्चित करने हेतु शासनादेश सं०-3338/आठ-1-11- 80विधि/2010 दिनांक 26.09.11 द्वारा नीति निर्धारित की गयी थी।

उक्त शासनादेश द्वारा निर्गत नीति के कतिपय प्राविधान विशेषकर ई.डब्ल्यू.एस. एवं एल.आई.जी. परिवारों की मासिक आय सीमा, उक्त भवनों के निर्माण हेतु योजना का न्यूनतम क्षेत्रफल, परफार्मेंस गारण्टी तथा भवनों की सीलिंग कास्ट आदि वर्तमान में व्यवहारिक न होने के कारण वर्तमान में नीति का क्रियान्वयन अवरुद्ध हो गया है।

2- अतः इस सम्बन्ध में मुझे यह कहने का निदेश हुआ है कि इस समस्या के निराकरण तथा आर्थिक दृष्टि से दुर्बल एवं अल्प आय वर्गों के व्यक्तियों हेतु "सेल्फ सस्टेनेबल" आधार पर आवासों का निर्माण सुनिश्चित कराने एवं विकासकर्ताओं को ऐसे भवनों के निर्माण हेतु स्वतः प्रेरित किये जाने हेतु शासनादेश सं०-3338/आठ-1-11-80 विधि/2010 दिनांक 26.09.11 को संशोधित करते हुए सम्यक विचारोपरान्त पुनः निम्नवत् नीति निर्धारित की जाती है :-

(i) आय सीमा का निर्धारण

भारत सरकार/हडको द्वारा दिनांक 14.12.12 से पुनरीक्षित मानकों के अनुसार ई.डब्ल्यू.एस. परिवार की वार्षिक आय रु 10 लाख तक तथा एल.आई



TRUE COPY

जी. परिवार की वार्षिक आय रु. 1.0 लाख से अधिक परन्तु रु. 2.0 लाख तक होगी। भविष्य में भी हड़को/भारत सरकार द्वारा मानक पुनरीक्षित करने पर उसे यथावत् लागू किया जाएगा। हड़को/भारत सरकार द्वारा मानकों का पुनरीक्षण न करने पर वार्षिक आय सीमा को प्रत्येक वर्ष 'कास्ट इन्डेक्स' के आधार पर पुनरीक्षित किया जाएगा।

(ii) भूखण्डीय विकास पद्धति में भूखण्ड का क्षेत्रफल तथा ग्रुप हाउसिंग पद्धति में आवासीय इकाइयों का 'बिल्ट-अप एरिया' का मानक

ई.डब्ल्यू.एस. एवं एल.आई.जी. भवनों के लिए भूखण्डीय विकास में भूखण्ड के न्यूनतम क्षेत्रफल तथा ग्रुप हाउसिंग पद्धति में आवासीय इकाइयों के लिए 'बिल्ट-अप एरिया' के लिए मानक निम्नवत् होंगे :-

क. सं.	आय वर्ग	भूखण्डीय विकास में भूखण्ड का क्षेत्रफल (वर्ग मी.)	ग्रुप हाउसिंग पद्धति में आवासीय इकाई का बिल्ट-अप एरिया (वर्ग मी.)
1.	ई.डब्ल्यू.एस.	30-35	25-35
2.	एल.आई.जी.	40-50	35 से अधिक 48 तक

प्रतिबन्ध यह है कि भूखण्डीय विकास में भी भूखण्ड पर यथारिथति ई.डब्ल्यू.एस. एवं एल.आई.जी. भवनों का निर्माण कर उपलब्ध कराना अनिवार्य होगा, तथा भवन निर्माण की लागत 'सीडिंग कास्ट' में सम्मिलित होगी। भूखण्डीय विकास के अन्तर्गत ई.डब्ल्यू.एस. एवं एल.आई.जी. भवनों का निर्माण ग्रुप-हाउसिंग के रूप में भी किया जा सकेगा। ग्रुप हाउसिंग के रूप में निर्मित किए जा रहे ई.डब्ल्यू.एस. एवं एल.आई.जी. भवन चार से अधिक मंजिलों के साथ भी निर्मित किए जा सकते हैं।

स्पष्टीकरण - 'बिल्ट-अप एरिया' से तात्पर्य आवासीय इकाई के निर्मित क्षेत्रफल से है, जिसमें दीवारें, कमरे, बाथरूम, रसोईघर, बालकनी, आदि से आच्छादित क्षेत्रफल सम्मिलित होगा, जो भवन स्वामी के एकान्तिक कब्जे (एक्सक्लुसिव पोजेशन) में होगा। 'बिल्ट-अप एरिया' के अन्तर्गत "साझा क्षेत्रों और सुविधाओं" (कामन एरियाज एण्ड फ़ैसिलिटीज़) का "अविभाजित हित" (अनडिवाइडेड इन्ट्रेस्ट) सम्मिलित नहीं किया जाएगा।

(iii) योजनान्तर्गत ई.डब्ल्यू.एस. एवं एल.आई.जी. भवनों का प्रतिशत

सार्वजनिक, निजी एवं सहकारी क्षेत्र की नई आवासीय (भूखण्डीय विकास एवं ग्रुप हाउसिंग) योजनाओं में प्रस्तावित कुल आवासीय इकाइयों (भूखण्ड अथवा फ्लैट) का न्यूनतम 10-10 प्रतिशत (कुल 20 प्रतिशत) ई.डब्ल्यू.एस. एवं एल.आई.जी. भवनों का निर्माण निम्नलिखित शर्तों एवं प्रतिबन्धों के अधीन किया जाना अनिवार्य होगा :-

- (1) एकल आवासीय भवन इन प्राविधानों से मुक्त रहेंगे। एक से अधिक भूखण्ड/फ्लैट की आवासीय परियोजना/योजना पर यह प्राविधान लागू होंगे।

- (II) 4.0 हेक्टेयर से कम क्षेत्रफल की आवासीय योजनाओं में ई.डब्लू.एस. एवं एल.आई.जी. भवनों का निर्माण यथासम्भव उसी स्थल पर अथवा 10 लाख एवं अधिक जनसंख्या वाले नगरों में योजना स्थल के 05 किलोमीटर के अर्द्धव्यास व अन्य नगरों में 02 किलोमीटर के अर्द्धव्यास के अन्दर किया जा सकेगा। यदि भवनों का निर्माण सम्भव न हो, तो उसके एवज में विकासकर्ता द्वारा विकास प्राधिकरण/आवास एवं विकास परिषद को 'शेल्टर फीस' देय होगी। अर्थात् ई.डब्लू.एस. एवं एल.आई.जी. भवनों का निर्माण करने अथवा 'शेल्टर फीस' अदा करने में से कोई एक विकल्प चुनने के लिए विकासकर्ता स्वतन्त्र होगा।

स्पष्टीकरण - 'शेल्टर फीस' का तात्पर्य ई.डब्लू.एस. एवं एल.आई.जी. हेतु 20 प्रतिशत इकाइयों के निर्माण के एवज में विकासकर्ता द्वारा प्राधिकरण/आवास एवं विकास परिषद को देय फीस से है, जिसकी गणना किसी योजना में प्रस्तावित आवासीय इकाइयों की कुल संख्या के सापेक्ष ई.डब्लू.एस. एवं एल.आई.जी. के बिल्ट-अप एरिया क्रमशः 25 वर्ग मीटर एवं 35 वर्ग मीटर के समतुल्य भूमि हेतु सम्बन्धित योजना की भूमि के वर्तमान सर्किल रेट के आधार पर निम्न फार्मूला के अनुसार की जायेगी :-

आवासीय इकाइयों की कुल संख्या X (25 + 35) X वर्तमान सर्किल रेट का आधार

10

4.0 हेक्टेयर एवं इससे अधिक क्षेत्रफल की आवासीय योजनाओं में ई.डब्लू.एस. के लिए न्यूनतम 10 प्रतिशत तथा एल.आई.जी. के लिए भी न्यूनतम 10 प्रतिशत (कुल 20 प्रतिशत) भवनों का निर्माण उसी योजना की सीमान्तर्गत करना अनिवार्य होगा।

- (III) 'शेल्टर फीस' से प्राप्त होने वाली धनराशि विकास प्राधिकरण/आवास एवं विकास परिषद द्वारा एक अलग बैंक खाते में जमा की जाएगी, जिससे केवल ई.डब्लू.एस. एवं एल.आई.जी. हाउसिंग के लिए भूमि जुटाव, भूमि विकास एवं भवन निर्माण और उससे सम्बन्धित कार्यों के उपयोग में ही लाया जाएगा।
- (IV) जहां किसी योजना में विकासकर्ता द्वारा नियमानुसार कय-योग्य एफ.ए.आर. लिया जाता है, वहां उक्त अतिरिक्त एफ.ए.आर. के सापेक्ष भी यथार्थिती समानुपातिक रूप से ई.डब्लू.एस. एवं एल.आई.जी. भवनों का निर्माण किया जाना होगा अथवा 'शेल्टर फीस' देय होगी। कय-योग्य एफ.ए.आर. के सापेक्ष ई.डब्लू.एस. एवं एल.आई.जी. की बाध्यता का प्राविधान पूर्व में स्वीकृत आवासीय योजनाओं में अतिरिक्त क्रय अंश पर भी लागू होगा, जिनमें कय-योग्य एफ.ए.आर. की अनुमति इस नीति के जारी होने के उपरान्त प्रदान की जाती है।

(iv) आवासीय इकाइयों की 'सीलिंग कास्ट'

हडको द्वारा दिनांक 14.12.2012 से पुनरीक्षित मानकों के अनुसार ई.डब्लू.एस. एवं एल.आई.जी. भवनों का सीलिंग मूल्य क्रमशः रु. 3.25 लाख तथा रु. 7.00

लाख इस प्रतिबन्ध के साथ निर्धारित किया जाता है कि उक्त सीलिंग कार्ट ई.डब्लू.एस. भवन के 25 वर्गमीटर 'बिल्ट-अप एरिया' तथा एल.आई.जी. भवन के 35 वर्गमीटर 'बिल्ट-अप एरिया' के लिए प्रभावी होगी। 'बिल्ट-अप एरिया' उक्त से अधिक होने पर भवनों के वास्तविक 'बिल्ट-अप एरिया' के सापेक्ष "प्रो-राटा (समानुपातिक) आधार पर सीलिंग कार्ट आंकलित की जा सकती है। 10 लाख से अधिक जनसंख्या वाले नगरों में सीलिंग कार्ट 20 प्रतिशत अधिक हो सकती है। भविष्य में हडको/भारत सरकार द्वारा सीलिंग कार्ट पुनरीक्षित करने पर यथावत् लागू होंगे। हडको/भारत सरकार द्वारा सीलिंग कार्ट में पुनरीक्षण न करने पर प्रत्येक वर्ष 'कार्ट इन्डेक्स' के आधार पर पुनरीक्षित किया जाएगा।

(अ) भवन निर्माण हेतु 'परफार्मेंस गारन्टी'

ई.डब्लू.एस. एवं एल.आई.जी. भवनों के सापेक्ष देय बैंक गारन्टी की धनराशि सम्बन्धित योजना के कुल क्षेत्रफल की 10 प्रतिशत भूमि मूल्य के बराबर होगी, जिसकी गणना वर्तमान सर्किल रेट के आधार पर की जाएगी। बैंक गारन्टी की वैधता अवधि न्यूनतम 01 वर्ष होगी। बैंक गारन्टी की समयावधि पूर्ण होने के पूर्व ही विकास प्राधिकरण/आवास एवं विकास परिषद द्वारा इसके नवीनीकरण की कार्यवाही सुनिश्चित की जाएगी, ताकि बैंक गारन्टी 'लैप्स' न होने पाए।

ई.डब्लू.एस. एवं एल.आई.जी. भवनों के सापेक्ष बैंक गारन्टी के स्थान पर यह विकल्प होगा कि विकासकर्ता द्वारा योजना के कुल क्षेत्रफल की 10 प्रतिशत भूमि जो विक्रय-योग्य हो, प्राधिकरण/आवास एवं विकास परिषद के पक्ष में बन्धक/गिरवी रखी जा सकती है। यह भूमि आन्तरिक एवं बाह्य विकास कार्यों के सापेक्ष बंधक/गिरवी रखी जाने वाली भूमि के अतिरिक्त होगी। बंधक/गिरवी रखी जाने वाली भूमि को ले-आउट पर चिन्हित करते हुए "मोर्टगेज डीड" निष्पादित करनी अनिवार्य होगी, जिसे ई.डब्लू.एस. एवं एल.आई.जी. भवनों के निर्माण की प्रगति के साथ-साथ समानुपातिक रूप से अवमुक्त किया जायेगा। विकासकर्ता द्वारा यदि ई.डब्लू.एस. एवं एल.आई.जी. भवनों का निर्माण नहीं किया जाता है अथवा अधूरा छोड़ा जाता है, तो प्राधिकरण/परिषद द्वारा बैंक गारन्टी को जब्त कर एवं भुना कर अथवा बन्धक रखी गई 10 प्रतिशत भूमि के विक्रय से प्राप्त धनराशि से ई.डब्लू.एस. एवं एल.आई.जी. भवनों का निर्माण कार्य पूर्ण कराया जाएगा। डिफाल्टर विकासकर्ता के विरुद्ध नियमानुसार यथोचित दण्डात्मक कार्यवाही करने पर भी विचार किया जायेगा।

इसके अतिरिक्त ई.डब्लू.एस. एवं एल.आई.जी. भवनों का निर्माण योजना के अन्य आवासीय स्टॉक की भौतिक प्रगति के अनुपात में किया जाना होगा। उदाहरणार्थ, किसी योजनान्तर्गत प्रस्तावित 100 भवनों में से यदि विकासकर्ता द्वारा प्रथम चरण में 40 भवन बनाने हैं, तो इन भवनों के साथ-साथ 4-4 ई.डब्लू.एस. एवं एल.आई.जी. भवन भी बनाने होंगे। विकासकर्ता द्वारा ई.डब्लू.एस./एल.आई.जी. भवन तथा सामुदायिक सुविधाएं ले-आउट में ऐसे स्थलों पर

प्रस्तावित किए जाएंगे, जिनका स्वामित्व निर्विवाद रूप से विकासकर्ता के पास उपलब्ध हो। इन भवनों का विकास/निर्माण सुनिश्चित कराने का दायित्व विकास प्राधिकरण/आवास एवं विकास परिषद का होगा। उक्त व्यवस्था हाईटेक टाउनशिप तथा इन्टीग्रेटेड टाउनशिप योजनाओं में भी लागू होगी, जिस हेतु सुसंगत एम.ओ.यू./डेवलपमेन्ट एग्रीमेन्ट में तत्सीमा तक संशोधन किया जाएगा।

(vi) विकासकर्ताओं को 'इन्सेन्टिव'

विकासकर्ता द्वारा ई.डब्लू.एस. एवं एल.आई.जी. भवनों की लागत को अपनी योजनान्तर्गत अन्य उच्च उपयोगों के भूखण्डों से 'कास-सब्सिडाइज' करने हेतु विकासकर्ता को ई.डब्लू.एस. एवं एल.आई.जी. भवनों के तल क्षेत्रफल के समतुल्य आवासीय उपयोग का निःशुल्क एफ.ए.आर., जो बेसिक एफ.ए.आर. (+) कय-योग्य एफ.ए.आर. के अतिरिक्त होगा, अनुमन्य होगा, जिसके सापेक्ष समानुपातिक रूप से आवासीय इकाइयां भी अनुमन्य होंगी। विकासकर्ता द्वारा अतिरिक्त निःशुल्क एफ.ए.आर. के आधार पर योजना का ले-आउट प्लान/भवन मानचित्र तैयार किया जा सकेगा, जो सशर्त अनुमोदित किया जायेगा, परन्तु 'इन्सेन्टिव' के रूप में अनुमन्य अतिरिक्त एफ.ए.आर. का उपयोग ई.डब्लू.एस. एवं एल.आई.जी. भवनों का निर्माण कार्य पूर्ण हो जाने की शर्त के अधीन ही अनुमन्य होगा।

विकासकर्ता को ई.डब्लू.एस. एवं एल.आई.जी. भवनों के तल क्षेत्रफल के समतुल्य 'इन्सेन्टिव' के रूप में अनुमन्य आवासीय उपयोग का निःशुल्क एफ.ए.आर. उसी योजनान्तर्गत अनुमन्य होगा तथा यह अन्यत्र 'ट्रांसफरेबल' नहीं होगा।

(vii) भवनों के आवंटन की प्रक्रिया

लाभार्थियों के चयन की कार्यवाही समय से शासन द्वारा समय-समय पर घोषित/संशोधित नीति के अनुसार पारदर्शी लाटरी प्रक्रिया के माध्यम से प्रारम्भ कर की जायेगी। भवनों के निर्माण कार्य पूरा होने के साथ ही लाभार्थियों को भवन का आवंटन नियमानुसार किया जायेगा। इसके लिए अलग से प्रक्रिया निर्धारित करते हुए शासनादेश निर्गत किया जायेगा।

(viii) भवनों के विक्रय/हस्तान्तरण पर रोक

सार्वजनिक, निजी एवं सहकारी क्षेत्र में ई.डब्लू.एस. एवं एल.आई.जी. भवनों का आवंटन 'लीज-होल्ड' के आधार पर किया जाएगा, जिसके विक्रय/हस्तान्तरण पर आवंटन की तिथि से 05 वर्षों अथवा देय लागत जमा करने की तिथि, जो भी बाव में हो, तक प्रतिबन्ध रहेगा तथा उक्त अवधि के पश्चात् लाभार्थी के पक्ष में फ्री-होल्ड किया जा सकेगा।

- 6 -

ई.डब्लू.एस. एवं एल.आई.जी. भवन 'हेरिटेबल' होंगे। एक से अधिक ई.डब्लू.एस. अथवा एल.आई.जी. भवनों का 'अमलगमेशन' अथवा उन्हें जोड़कर एक इकाई/भवन बनाना प्रतिबन्धित होगा।

(ix) नियोजन एवं भवन निर्माण सम्बन्धी अपेक्षाएं

इस नीति के अधीन निर्मित किए जाने वाले ई.डब्लू.एस. एवं एल.आई.जी. भवन एफ.ए.आर. एवं डेन्सिटी के प्राविधानों से मुक्त रहेंगे। भवनों के नियोजन तथा अभिकल्पन एवं निर्माण की अन्य अपेक्षाएं विकास प्राधिकरणों/आवास एवं विकास परिषद में लागू भवन निर्माण एवं विकास उपविधि के अनुसार होंगी। इसके अतिरिक्त ऐसी आवासीय योजनाएं जहां ई.डब्लू.एस. एवं एल.आई.जी. भवनों का निर्माण 'क्लस्टर' के रूप में किया जाए, वहां उक्त आय वर्गों हेतु मानकों के अनुसार सामुदायिक सुविधाएं यथा—स्कूल, स्वास्थ्य केन्द्र, पार्क, कूड़ा—एकत्रीकरण स्थल इत्यादि का अनिवार्य रूप से प्राविधान किया जाएगा।

3- कृपया उक्त आदेशों का कड़ाई से अनुपालन सुनिश्चित कराने का कष्ट करें।

भवदीय,

(सदाकान्त)  
प्रमुख सचिव

संख्या-3188 (1)/आठ-1-2013, तददिनांक।

उपर्युक्त की प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. प्रबन्ध निदेशक, सहकारी आवास निर्माण एवं वित्त निगम।
2. मुख्य नगर एवं ग्राम नियोजक, नगर एवं ग्राम नियोजन विभाग, उ0प्र0, लखनऊ।
3. निदेशक, आवास बन्धु, उ0प्र0, लखनऊ को इस आशय से प्रेषित कि इस शासनादेश को समस्त संबन्धितों को अपने स्तर से उपलब्ध कराते हुए इसे आवास एवं शहरी नियोजन विभाग की वेबसाइट पर तत्काल अप-लोड कराना सुनिश्चित करें।
4. आवास एवं शहरी नियोजन विभाग के समस्त अनुभाग।
5. गार्ड बुक।

आज्ञा से

(शिवजनम चौधरी)  
संयुक्त सचिव

सेवा में,

**ANNEXURE-6**

आवास आयुक्त,  
उत्तर प्रदेश आवास एवं विकास परिषद,  
वसुंधरा गाजियाबाद।

विषय- भूखण्ड संख्या-4 बीएस 2/3 सिद्धार्थ विहार योजना क्षेत्रफल 26000वर्गमी० से सम्बन्धित शेल्टर फीस का निर्धारण किये जाने के सम्बन्ध में।

महोदय,

मम निवेदन यह है कि सिद्धार्थ विहार योजना गाजियाबाद के अन्तर भूखण्ड संख्या-4 बीएस 2 क्षेत्रफल 101750 वर्गमी० मेसर्स सेम्स रियल स्टेट प्राइवेट लिमिटेड के पक्ष में नीलामी द्वारा आवंटित हुआ था। किसानों के विवाद डम्पिंग ग्राउन्ड एवं स्थलीय विकास कार्य पूर्ण होने के कारण उक्त भूखण्ड को दो भागों में विभाजित कर दिया गया। जिसमें से 52000 वर्गमी० में से तीन भूखण्ड बनाए गए इन तीनों भूखण्डों को मे० सेम्स रियल स्टेट प्राइवेट लिमिटेड लीड मेम्बर

M/s ENVIRONS INFRASTRUCTURE PVT. LTD.

M/s PERIGEE LAND & HOUSING PVT. LTD.

M/s APEX HEIGHTS PVT. LTD.

जिसमें प्रार्थी मे० एपैक्स हाईट्स प्रा०लि० को 26000वर्गमी० भूखण्ड आवंटित किया गया जिसकी लीज डीड भी अलग से निष्पादित की गयी थी व लीज डीड के नक्शे में इसको गुप हाउसिंग प्लॉट के भूखण्ड के रूप में दर्शाया गया। नीलामी पुस्तिका के पृष्ठ 9 प्रस्तर ओ की धारा संख्या छ में उल्लेखित शासनादेश संख्या 3888 EWS/LIG बनाने की छूट के बदले शेल्टर फीस जमा कराए जाने का प्रावधान अंकित है।

जिसमें क्षेत्रफल की सीमा 4 हेक्टेयर अर्थात् 40000वर्ग मी० जबकि हमें रिलेवेंट मेम्बर के रूप में जो भूखण्ड आवंटित है। उसका क्षेत्रफल 26000 वर्गमी० है अर्थात् 2.60 हे० होने के कारण इस प्रकार नीलामी पुस्तिका में अंकित उक्त संदर्भ शासनादेश प्रस्तर के अनुसार EWS/LIG के सापेक्ष में शेल्टर फीस जमा कराने सम्बन्धित दिशा निर्देश आवास विकास परिषद को प्रदान करने की कृपा करें।

धन्यवाद

संलग्नक-

1. नीलामी पुस्तिका दिनांक 07.01.14
2. शासनादेश संख्या-3338/आठ -1-11-80 विविध/2010 दिनांक 26.09.2011
3. संशोधित शासनादेश संख्या-3188/आठ -1-13-80 विविध/2010 दिनांक 05.12.2013
4. प्रार्थी की लीज डीड की छायाप्रति दिनांक 28.12.2016

भवदीय

कृते अपैक्स हाईट्स प्रा०लि०  
अधिकृत हस्ताक्षरकर्ता

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# Apex Heights Pvt. Ltd.



Corp. Office: Plot No. 11/3, Sector - 3, Apex Acacia Valley, Vaishali, Ghaziabad, (U.P.)  
Regd. Office: S-672, School Block, Shakarpur, Deihl - 110092

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Website: www.theapexgroup.in

Mob: 09810406695, 09810030956  
CIN No.: U45201DL2006PTC146615

## ANNEXURE-7

सेवा में,

मा० मुख्यमंत्री,

उ०प्र० शासन,

उ०प्र०।

विषय:-आवास विकास परिषद की सिद्धार्थ विहार योजना, गाजियाबाद में स्थित भूखण्ड सं०-4/बी०एस०-2/3 क्षे० 26000 वर्ग मी० में शेल्टर फीस जमा कराने हेतु अनुमति प्रदान किये जाने के सम्बन्ध में।

महोदय,

आदरणीय महोदय अवगत कराना है कि उ०प्र० आवास एवं विकास परिषद ने सिद्धार्थ विहार योजना गाजियाबाद में बल्क सेल भूखण्ड सं०-4/बी०एस०-2 (क्षे० 101175.00 वर्ग मी०) मैसर्स सेन्स रियलइस्टेट प्रा०लि० के पक्ष में नीलामी से कन्सोर्शियम एम०ओ०ए० के आधार पर आवंटित किया गया। जिसके मै० सेन्स रियलइस्टेट प्रा०लि० लीड मेम्बर के अतिरिक्त मै० एस०जी० इस्टेट लि०, मैसर्स प्रेगी लेण्ड एण्ड हाउसिंग प्रा०लि०, मैसर्स एपेक्स हाइट्स प्रा०लि०, मै० एनवायरोन्स इन्फ्रा स्ट्रक्चर प्रा०लि०, कन्सोर्शियम मेम्बर थे। आवंटन के बाद स्थल पर यह ज्ञात हुआ कि प्लॉट के बीच-बीच से एल०टी०लाईन गुजर रही है, जो कि रेलवे की है। वह हट नहीं सकती है। जिसके कारण आवास विकास परिषद ने दिनांक 21.08.2015 को यह निर्णय लिया गया कि भूखण्ड सं०-4/बी०एस०-2 को दो फेज में विभाजित कर दिया जाय। भूखण्ड को दो फेज में विभाजन के उपरान्त प्रथम फेज में भूखण्ड सं०-1,2,3 सृजित किया गया तथा विवादित भूमि में भूखण्ड सं०-4 सृजित किया। इसका ले-आउट वास्तुविद इकाई-5 लखनऊ के पत्र सं०-~~248~~<sup>248</sup>/बल्कसेल/दिनांक 21.08.2015 द्वारा किया गया।

मा० निदेशक मण्डल में 231वीं बैठक में पारित निर्णय क्रम में आवास आयुक्त (म०) के आदेशान्तर्गत इस भूखण्ड को कतिमय शर्तों के अधीन 04 उपविभाजन करते हुए भूखण्ड सं०-4/बी०एस०-2/1 में 4/बी०एस०-2/2, 4बी०एस०-2/3 एवं 4/बी०एस०-2/4 में विभाजित करते हुए गेरी फर्म एपेक्स हाइट्स प्रा०लि० के पक्ष में 26000 वर्ग मी० का प्रवेशन पत्र सं०-18581 दिनांक 28.10.2016 द्वारा जारी किया गया। इसके पश्चात मैने प्रवेशन के अनुसार वांछित धनराशि परिषद में जमा कराकर लीज अनुबन्ध कराकर भौतिक कब्जा प्राप्त कर लिया तथा परिषद से मानचित्र पास कराने के उपरान्त स्थल पर निर्माण कार्य प्रारम्भ करा दिया। परिषद स्वीकृत नक्शे उ०प्र० शासन के शासनादेश सं०-3338/आ०-1-11-80 विविध/2010 दिनांक 26.09.2021 के अनुसार 10 प्रतिशत ई०डब्लू०एस० एवं 10 प्रतिशत एल०आई०जी० प्लॉटों का निर्माण किया जाना है।

For APEX HEIGHTS PVT. LTD.

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Director

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इस सम्बन्ध में अनुरोध है कि उक्त शासनादेश दिनांक 26.09.2011 के क्रम में उ०प्र० शासन द्वारा जारी शासनादेश सं०-3188/आ०-1-13-80 विविध/2010 दिनांक 05.12.2013 के बिन्दु सं०-2 के प्रस्तर-(iii) के (ii) में यह व्यवस्था दी गई है कि "4 हेक्टेयर से कम क्षेत्रफल की आवासीय योजनाओं में ई०डब्लू०एस० एवं एल०आई०जी० का निर्माण यथा सम्भव उसी स्थल पर अथवा 10 लाख एवं अधिक जनसंख्या वाले नगरों में योजना स्थल के 05 किलोमीटर के अर्द्धव्यास व अन्य नगरों में 02 किलोमीटर के अर्द्धव्यास के अन्दर किया जा सकेगा। यदि भवनों का निर्माण सम्भव न हो तो, उसके एवज में विकासकर्ता द्वारा विकास प्राधिकरण/आवास एवं विकास परिषद के "शेल्टर फीस" देय होगी अर्थात् ई०डब्लू०एस० एवं एल०आई०जी० भवनों का निर्माण करने अथवा "शेल्टर फीस" अदा करने से कोई एक विकल्प चुनने के लिए विकासकर्ता स्वतन्त्र होगा" यह दोनो शासनादेश परिषद में अंगीकृत भी और इसके अनुसार अन्य बिल्डरों को भी सुविधा दी गयी है।

महोदय यहाँ आपको सूचित करना चाहता हूँ कि विभाजन के उपरान्त मेरी फर्म को 26000 वर्ग मी० भूमि दी गयी है, जो कि शासनादेश में अंकित व्यवस्था 04 हेक्टेयर (अर्थात् 40000 वर्ग मी०) से कम है। छब्बीस हजार वर्ग मी० में ई०डब्लू०एस०/एल०आई०जी० की प्लानिंग नहीं हो पा रही है, जिसके कारण मैं उक्त शासनादेश अंकित व्यवस्था के अनुसार ई०डब्लू०एस०/एल०आई०जी० बनाने के स्थान "शेल्टर फीस" जमा कराना चाहता हूँ। इस हेतु मैंने परिषद में कई आवेदन पत्र दिये लेकिन उन पर अभी तक निर्णय नहीं हो पाया है। स्थल पर मेरी बिल्डिंग लगभग पूर्ण है, कम्प्लीशन इत्यादि के लिए आवेदन किया जाना है।

अतः आपसे अनुरोध है कि उक्त सन्दर्भित शासनादेशों (जिनका अंकन नीलामी के समय निर्गत ब्रोशर में भी है) के अनुसार "शेल्टर फीस" जमा कराने की अनुमति दिलाने की कृपा करें।

संलग्नक-

1. नीलीमी का ब्रोशर
2. शासनादेश सं०-3338 दिनांक 26.09.2011 एवं तत्कम में जारी सं०-3188/आ०-1-13-80 विविध/2010 दिनांक 05.12.2013 की छायाप्रति।

For APEX HEIGHTS PVT. LTD.

वास्ते

Director

एपेक्स हाईट्स प्रा०लि०  
ऑथराईज्ड सिग्नेचरी

प्रतिलिपि:-

1. प्रमुख सचिव (मा० मुख्यमंत्री) उ०प्र० शासन, लखनऊ।
2. प्रमुख सचिव (आवास), उ०प्र० शासन, बाबू भवन, लखनऊ।
3. आवास आयुक्त (म०) उ०प्र० आवास एवं विकास परिषद, 104 महात्मा गांधी मार्ग, लखनऊ।

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ऑथराईज्ड सिग्नेचरी

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# Apex Heights Pvt. Ltd.



Corp. Office: Plot No. 11/3, Sector - 3, Apex Acacia Valley, Vaishali, Ghaziabad, (U.P.)  
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 CIN No.: U45201DL2006PTC146615

Email: info@theapexgroup.in  
 Website: www.theapexgroup.in

उत्त. मन्त्रालय

सेवा में,

मा० मुख्य सचिव,  
 उ०प्र० शासन,  
 उ०प्र०।

**ANNEXURE-8**

विषय: आवास विकास परिषद की सिद्धार्थ विहार योजना, गाजियाबाद में स्थित भूखण्ड सं०-4/बी०एस०-2/3 क्षे० 26000 वर्ग मी० में शेल्टर फीस जमा कराने हेतु अनुमति प्रदान किये जाने के सम्बन्ध में।

महोदय,

आदरणीय महोदय अवगत कराना है कि उ०प्र० आवास एवं विकास परिषद ने सिद्धार्थ विहार योजना गाजियाबाद में बल्क सेल भूखण्ड सं०-4/बी०एस०-2 (क्षे० 101175.00 वर्ग मी०) मैसर्स सेम्स रियलइस्टेट प्रा०लि० के पक्ष में नीलामी से कन्सोर्शियम एम०ओ०ए० के आधार पर आवंटित किया गया। जिसके मै० सेम्स रियलइस्टेट प्रा०लि० लीड मेम्बर के अतिरिक्त मै० एस०जी० इस्टेट लि०, मैसर्स प्रेगी लेण्ड एण्ड हाउसिंग प्रा०लि०, मैसर्स एपेक्स हाइट्स प्रा०लि०, मै० एनवायरोन्स इन्फ्रा स्ट्रक्चर प्रा०लि०, कन्सोर्शियम मेम्बर थे। आवंटन के बाद स्थल पर यह ज्ञात हुआ कि प्लॉट के बीचों-बीच से एल०टी०लाईन गुजर रही है, जो कि रेलवे की है। वह हट नहीं सकती है। जिसके कारण आवास विकास परिषद ने दिनांक 21.08.2015 को यह निर्णय लिया गया कि भूखण्ड सं०-4/बी०एस०-2 को दो फेज में विभाजित कर दिया जाय। भूखण्ड को दो फेज में विभाजन के उपरान्त प्रथम फेज में भूखण्ड सं०-1,2,3 सृजित किया गया तथा विवादित भूमि में भूखण्ड सं०-4 सृजित किया। इसका ले-आउट वास्तुविद इकाई-5 लखनऊ के पत्र सं०-~~21/28~~ 21/28/बल्कसेल/दिनांक 21.08.2015 द्वारा किया गया।

मा० निदेशक मण्डल में 231वीं बैठक में पारित निर्णय क्रम में आवास आयुक्त (म०) के आदेशान्तर्गत इस भूखण्ड को कतिमय शर्तों के अधीन 04 उपविभाजन करते हुए भूखण्ड सं०-4/बी०एस०-2/1 में 4/बी०एस०-2/2, 4बी०एस०-2/3 एवं 4/बी०एस०-2/4 में विभाजित करते हुए मेरी फर्म एपेक्स हाइट्स प्रा०लि० के पक्ष में 26000 वर्ग मी० का प्रदेशन पत्र सं०-18581 दिनांक 28.10.2016 द्वारा जारी किया गया। इसके पश्चात मैने प्रदेशन के अनुसार वांछित धनराशि परिषद में जमा कराकर लीज अनुबन्ध कराकर भौतिक कब्जा प्राप्त कर लिया तथा परिषद से मानचित्र पास कराने के उपरान्त स्थल पर निर्माण कार्य प्रारम्भ करा दिया। परिषद स्वीकृत नक्शे उ०प्र० शासन के शासनादेश सं०-3338/आ०-1-11-80 विविध/2010 दिनांक 26.09.2021 के अनुसार 10 प्रतिशत ई०डब्ल्यूएस० एवं 10 प्रतिशत एल०आई०जी० प्लॉटों का निर्माण किया जाना है।

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For Apex Heights Pvt. Ltd.

Director

// कमशा-2/

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इस सम्बन्ध में अनुरोध है कि उक्त शासनादेश दिनांक 26.09.2011 के क्रम में उ0प्र0 शासन द्वारा जारी शासनादेश सं0-3188/आ0-1-13-80 विविध/2010 दिनांक 05.12.2013 के बिन्दु सं0-2 के प्रस्तर-(iii) के (ii) में यह व्यवस्था दी गई है कि "4 हेक्टेयर से कम क्षेत्रफल की आवासीय योजनाओं में ई0डब्लू0एस0 एवं एल0आई0जी0 का निर्माण यथा सम्भव उसी स्थल पर अथवा 10 लाख एवं अधिक जनसंख्या वाले नगरों में योजना स्थल के 05 किलोमीटर के अर्द्धव्यास व अन्य नगरों में 02 किलोमीटर के अर्द्धव्यास के अन्दर किया जा सकेगा। यदि भवनों का निर्माण सम्भव न हो तो, उसके एवज में विकासकर्ता द्वारा विकास प्राधिकरण/आवास एवं विकास परिषद के "शेल्टर फीस" देय होगी अर्थात् ई0डब्लू0एस0 एवं एल0आई0जी0 भवनों का निर्माण करने अथवा "शेल्टर फीस" अदा करने से कोई एक विकल्प चुनने के लिए विकासकर्ता स्वतन्त्र होगा" यह दोनों शारानादेश परिषद में अंगीकृत भी और इसके अनुसार अन्य बिल्डरों को भी सुविधा दी गयी है।

महोदय यहाँ आपको सूचित करना चाहता हूँ कि विभाजन के उपरान्त मेरी फर्म को 26000 वर्ग मी0 भूमि दी गयी है, जो कि शासनादेश में अंकित व्यवस्था 04 हेक्टेयर (अर्थात् 40000 वर्ग मी0) से कम है। 18व्वीस हजार वर्ग मी0 में ई0डब्लू0एस0/एल0आई0जी0 की प्लानिंग नहीं हो पा रही है, जिसके कारण मैं उक्त शासनादेश अंकित व्यवस्था के अनुसार ई0डब्लू0एस0/एल0आई0जी0 बनाने के स्थान "शेल्टर फीस" जमा कराना चाहता हूँ। इस हेतु मैंने परिषद में कई आवेदन पत्र दिये लेकिन उन पर अभी तक निर्णय नहीं हो पाया है। स्थल पर मेरी बिल्डिंग लगभग पूर्ण है, कम्प्लीशन इत्यादि के लिए आवेदन किया जाना है।

अतः आपसे अनुरोध है कि उक्त सन्दर्भित शासनादेशों (जिनका अंकन नीलामी के समय निर्गत ब्रोशर में भी है) के अनुसार "शेल्टर फीस" जमा कराने की अनुमति दिलाने की कृपा करें।

#### संलग्नक-

1. नीलीमी का ब्रोशर
2. शासनादेश सं0-3338 दिनांक 26.09.2011 एवं तत्कम में जारी सं0-3188/आ0-1-13-80 विविध/2010 दिनांक 05.12.2013 की छायाप्रति।

For Apex Heights Pvt. Ltd.

वास्ते

Director

एपेक्स हाईट्स प्रा0लि0  
ऑथराईज्ड सिग्नेचरी

#### प्रतिलिपि:-

1. प्रमुख सचिव (मा0 मुख्यमंत्री) उ0प्र0 शासन, लखनऊ।
2. प्रमुख सचिव (आवास), उ0प्र0 शासन, बाबू भवन, लखनऊ।
3. आवास आयुक्त (मा0) उ0प्र0 आवास एवं विकास परिषद, 104 महात्मा गांधी मार्ग, लखनऊ।

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ऑथराईज्ड सिग्नेचरी

**A**  
**APEX**

**APEX HEIGHTS PVT. LTD.**

Email: Info@apexindia.in | Web: www.theapexgroup.in

दिनांक:-18/12/2022

सेवा में,

उपाध्यक्ष

गाजियाबाद विकास प्राधिकरण

गाजियाबाद

**ANNEXURE-9**

**विषय:-गाजियाबाद में स्थित सिद्धार्थ विहार योजना से सटे हुए क्षेत्र में भूखंड से लगभग 5000 वर्ग मीटर के भूखंड के आवंटन के संदर्भ में।**

आदरणीय महोदय,

नम्र निवेदन यह है कि प्रार्थी एक प्रतिष्ठित बिल्डर के तौर पर जिला गाजियाबाद के कार्य कर रहा है तथा प्राधिकरण पूर्व में भूखंड ले कर बहुमंजिला ग्रुप हाउसिंग का निर्माण कर सम्पूर्ति प्रमाण पत्र प्राप्त कर चुका है।

अब प्रार्थी द्वारा सिद्धार्थ विहार योजना में आवास विकास परिषद की भूमि पर ग्रुप हाउसिंग का निर्माण किया गया है। जिसमें प्रार्थी को लगभग 236 EWS/LIG भवनों का निर्माण आपेक्षित है। जिसके लिए बिल्डिंग बायलॉज के अध्याय 24 के अवलोकन उपरांत संज्ञान हुआ कि लगभग 5000 वर्ग मीटर भूखंड की आवश्यकता है।

अधिकतर प्राधिकरण में कुछ माह पूर्व ही रु० 40000/- प्रति वर्ग के दर से नीलामी प्रकाशित की थी प्रार्थी भी इसी प्रकार का भूखंड लेने का इच्छुक है।

आपसे निवेदन है कि गाजियाबाद विकास प्राधिकरण के पास सिद्धार्थ विहार अथवा विजय नगर में सिद्धार्थ विहार से सटे हुए कुछ भूखंड शेष है, में से लगभग 5000 वर्ग मीटर का भूखंड प्रार्थी को नियमानुसार आवंटित करने का कष्ट करें इससे प्राधिकरण को मृत भूखंडों को विक्रय कर राजस्व की प्राप्ति तो होगी तथा गरीब लोगों को आवास भी प्राप्त होगा।

प्रार्थी नियमानुसार मानचित्र स्वीकृत तथा निर्माण करने के लिए तत्पर रहेगा।

धन्यवाद

भवदीय

संलग्न

बिल्डिंग बायलॉज अध्याय 24 की छायाप्रति

कृते अपैक्स हाइट्स प्राइवेट लिमिटेड



अधिकृत हस्ताक्षरकर्ता

Safnam Singh Sachdeva  
DIN No. : 02475062

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जन संपर्क कार्यालय  
गाजियाबाद विकास प्राधिकरण  
पत्र प्राप्त का क्रि.  
20/11/22

सेवा में,

अधीक्षण अभियंता  
उत्तर प्रदेश आवास एवं विकास परिषद  
वसुंधरा कॉम्प्लेक्स, सेक्टर 16 ए,  
वसुंधरा गाज़ियाबाद।

**ANNEXURE-10**

**विषय :- भूखंड संख्या 04-बी० एस० 2/3 सिद्धार्थ विहार योजना में ई०डब्ल्यू० एस०/ एल०आई०जी० भवन बनाने हेतु प्रपोजल / योजना प्लान दिये जाने के संबंध में।**

महोदय,

उपरोक्त विषयक अपने पत्र संख्या 5306 दिनांक 16/12/2022 का संदर्भ लेने की कृपया विनम्र निवेदन है कि उत्तर प्रदेश आवास एवं विकास परिषद द्वारा आवंटित उक्त भूखंड संख्या 04-बी० एस० 2/3 सिद्धार्थ विहार, क्षेत्रफल 26000 वर्ग मीटर पर आवास एवं विकास परिषद के संलग्न पत्र संख्या 981/नि० प्रा०-41/2016-17/ वा० नि०-5 दिनांक 12/04/2017 (पताका -A) के द्वारा उक्त भूखंड क्षेत्रफल 26000 वर्ग मीटर पर मै०अपैक्स हाइट्स प्राइवेट लिमिटेड को आवासीय / ग्रुप हाउसिंग भवन निर्माण (1172 यूनिट) की स्वीकृति प्रदान की गई थी हमारे द्वारा स्वीकृत अनुसार ही यूनिटों का निर्माण किया गया है। स्थल पर हाईटेशन लाइन पूर्व से ही विद्यमान होने के कारण आवास एवं विकास परिषद की स्वीकृति दिनांक 21/08/2015 (पताका - B) के क्रम में संलग्न साइट प्लान दिनांक 30.04.2016 (पताका -C) में दर्शाए गए हमारे भूखंड GH-03 क्षेत्रफल 26000 वर्ग मीटर का संशोधित आवंटन / प्रदेशन उत्तर प्रदेश आवास एवं विकास परिषद के संलग्न पत्र संख्या 1381/ स० प्र० गाजि० दि० 22/12/2018 (पताका - D) के द्वारा अपैक्स हाइट्स प्राइवेट लिमिटेड के पक्ष में निर्गत किया गया तत्क्रम में हम पर आवास एवं विकास परिषद की आज तक की कोई देयता शेष नहीं है।

उपरोक्त के क्रम में प्रार्थी आपके समक्ष 03 प्रपोजल योजना प्लान प्रस्तुत कर रहा है, जिसका विस्तृत ब्यौरा निम्नानुसार है :-

### 1. प्रपोजल प्लान संख्या-1 (शेल्टर फीस)

कृपया योजना के ब्रोशर के पृष्ठ संख्या 14 बिंदु संख्या 10 में निम्नलिखित प्राविधान है:-

- विकासकर्ता द्वारा योजनान्तर्गत उन्हें आवंटित कुल मूभि का 10 प्रतिशत भवन / मूखण्ड आर्थिक दृष्टि से दुर्बल आय वर्ग एवं 10 प्रतिशत भवन / मूखण्ड अल्प आय वर्ग के लाभार्थियों हेतु परिषद द्वारा पूर्व निर्धारित लागत एवं मानकों के अनुसार अनिवार्य रूप से निर्मित किये जाने होंगे। साथ ही साथ शासनदेश संख्या-3338/ आ-1-11-80 विविध / 2010 दिनांक 25.09.2011 में समस्त प्राविधानों का अनुपालन सुनिश्चित किया जायेगा तथा शासन द्वारा गठित समिति के माध्यम से उक्त भवना का आवंटन किया जायेगा एवं अध्यावधिक शासनदेश अभावी होंगे।

TRUE COPY

*[Handwritten Signature]*  
22-12-2022

APEX HEIGHTS PVT. LTD.  
GHAZIABAD

उक्त शासनादेश संख्या 3388/आ-1-11-80 विविध /2010 दिनांक 26.09.2011 तत्पश्चात अध्यावधिक शासनादेश संख्या 3188/ आठ-1-13-80 विविध /2010 दिनांक 05.12.2013 (पताका - E) में स्पष्ट प्रावधान है कि 4.0 हेक्टेयर से कम क्षेत्रफल की आवासीय योजना में यदि ई०डब्ल्यू० एस०/ एल०आई०जी० भवनों का निर्माण संभव न हो तो उसके एवज में विकासकर्ता द्वारा विकास प्राधिकरण /आवास एवं विकास परिषद को शेल्टर फीस देय होगी अर्थात् विकासकर्ता ई०डब्ल्यू० एस०/ एल०आई०जी० भवनों का निर्माण करने अथवा "शेल्टर फीस" अदा करने में से कोई एक विकल्प चुन सकता है। कृपया शासनादेश दिनांक 05.12.2013 के प्राविधान का अवलोकन करने की कृपा करें -

- (ii) 4.0 हेक्टेयर से कम क्षेत्रफल की आवासीय योजनाओं में ई०डब्ल्यू०एस० एवं एल०आई०जी० भवनों का निर्माण यथासंभव उरसी स्थल पर अथवा 10 लाख एवं अधिक जनसंख्या वाले नगरीय में योजना स्थल के 05 किलोमीटर के अर्द्धव्यास व अन्य नगरीय में 02 किलोमीटर के अर्द्धव्यास के अन्दर किया जा सकता है। यदि भवनों का निर्माण संभव न हो, तो उसके एवज में विकासकर्ता द्वारा विकास प्राधिकरण /आवास एवं विकास परिषद को "शेल्टर फीस" देय होगी। अर्थात् ई०डब्ल्यू०एस० एवं एल०आई०जी० भवनों का निर्माण करने अथवा "शेल्टर फीस" अदा करने में से कोई एक विकल्प चुनने के लिए विकासकर्ता स्वतन्त्र होगा।

स्पष्टीकरण - "शेल्टर फीस" का तात्पर्य ई०डब्ल्यू०एस० एवं एल०आई०जी० हेतु 20 प्रतिशत इकाइयों के निर्माण के एवज में विकासकर्ता द्वारा प्राधिकरण /आवास एवं विकास परिषद को देय फीस से है, जिसकी गणना किसी योजना में प्रस्तावित आवासीय इकाइयों की कुल संख्या के सापेक्ष ई०डब्ल्यू०एस० एवं एल०आई०जी० के विस्तृत-आ एरिया कमश 25 वर्ग मीटर एवं 35 वर्ग मीटर के समतुल्य भूमि हेतु सम्बन्धित योजना की भूमि के वर्तमान सर्किल रेट के आधार पर निम्न फार्मूला के अनुसार की जायेगी :-

$(\text{आवासीय इकाइयों की कुल संख्या} \times (25 + 35) \times \text{वर्तमान सर्किल रेट का आधार})$

10

4.0 हेक्टेयर एवं उससे अधिक क्षेत्रफल की आवासीय योजनाओं में ई०डब्ल्यू०एस० के लिए न्यूनतम 10 प्रतिशत तथा एल०आई०जी० के लिए भी न्यूनतम 10 प्रतिशत (कुल 20 प्रतिशत) भवनों का निर्माण उरसी योजना की सीमान्तर्गत करना अनिवार्य होगा।

- (iii) "शेल्टर फीस" से प्राप्त होने वाली धनराशि विकास प्राधिकरण /आवास एवं विकास परिषद द्वारा एक अलग बैंक खाते में जमा की जाएगी, जिसे केवल ई०डब्ल्यू०एस० एवं एल०आई०जी० हाउसिंग के लिए भूमि जुटाव, भूमि विकास एवं भवन निर्माण और उससे सम्बन्धित कार्यों के उपयोग में ही लाया जाएगा।



उपरोक्त के संबंध में उल्लेखित आवास एवं विकास परिषद द्वारा दिए गए साइट प्लान, स्वीकृत मानचित्र एवं आवंटन / प्रदेशन पत्र के अनुसार हमारा भूखंड क्षेत्रफल 26000 वर्ग मीटर है, उसी की देयता निर्गत एवं मानचित्र स्वीकृत किया गया है। हम प्रार्थी शेल्टर फ़ीस अदा करने को सहमत हैं। इस संबंध में हमारे द्वारा परिषद से पूर्व में भी पत्र व्यहार किया गया है छायाप्रति संलग्न (पताका - F) हैं। आवास एवं विकास परिषद द्वारा आवंटित द्वारा भूमि पर आवास एवं विकास परिषद द्वारा विधमान हाईटेशन लाइन को शिफ्ट / न हटाए जाने से अन्य भूमि न मिलने के कारण हम ई०डब्ल्यू० एस०/ एल०आई०जी० भवनों का निर्माण करने में असमर्थ है। अतः नियमानुसार शेल्टर फ़ीस की गणना करा कर प्रार्थी से शेल्टर फ़ीस जमा करा ली जाए।

ब्रोशर में स्पष्ट उल्लेख है कि आवास आयुक्त महोदय का निर्णय अंतिम होगा।

2. प्रपोजल प्लान संख्या-2 (आवास एवं विकास परिषद द्वारा 5000 वर्ग मीटर भूखंड दिए जाने पर ई०डब्ल्यू० एस०/ एल०आई०जी० भवनों का निर्माण )

यदि प्रपोजल प्लान संख्या -1 सम्भव न हो तो निवेदन है कि प्रश्नगत चूकि बल्क भूमि के अंतर्गत हमारा 26000 वर्ग मीटर सहित कुल 03 भूखंड नियोजित किए गए हैं एवं अन्य भूमि पर से आवास एवं विकास परिषद द्वारा हाई टेशन लाइन को अभी तक शिफ्ट / हटाया नहीं गया है, अतः हमें आवंटित भूखंड संख्या संख्या 04-बी० एस० 2/3 क्षेत्रफल 26000 वर्ग मीटर के समीप अन्य भूमि क्षेत्रफल 48000 वर्ग मीटर में से हाई टेशन लाइन से बचाकर लगभग 5000 वर्ग मीटर भूमि का मूल्य मा० निदेशक मंडल की 231 वीं बैठक दिनांक 09/12/2014 ( मद संख्या 221/35 ) पर अनुमोदित प्रस्ताव (पताका G.H ) अनुसार आवंटन दर रु 38825 /- प्रति वर्ग मीटर की दर से जमा कराते हुए लगभग 5000 मीटर भूमि हमें दे दी जाए, ताकि हम वांछित ई०डब्ल्यू० एस०/ एल०आई०जी० भवनों का निर्माण कर सकें। आवास एवं विकास परिषद से उपरोक्त मूल्य से अधिक दर पर भूमि मिलने की स्थिति में हम अत्यंत घाटे में चले जाएंगे एवं अपार हानि होगी।

अवगत कराना है कि उक्त सिद्धार्थ विहार योजना के समीप स्थित क्षेत्र प्रताप विहार में गाजियाबाद विकास प्राधिकरण द्वारा संलग्न पत्र दिनांक 27.12.21 (पताका-I ) के अनुसार रुपए 39100/-प्रति वर्ग मीटर की दर पर ग्रुप हाउसिंग की भूमि आवंटित की गई है तथा अन्य संलग्न विज्ञापन प्रपत्र दिनांक 25.12.2022 (पताका-J ) के अनुसार ग्रेटर नोएडा प्राधिकरण द्वारा भी विभिन्न ग्रुप हाउसिंग भूखंडों का रिजर्व प्राइस रु० 37000/- से रु० 40000/- प्रति वर्ग मीटर रखा गया है।

अतः उपरोक्त प्रस्ताव अनुसार दर पर आवास एवं विकास परिषद द्वारा अन्य 48000 वर्ग मीटर भूमि में से लगभग 5000 वर्ग मीटर भूमि प्रार्थी को दे दी जाए, जिस पर प्रार्थी ई०डब्ल्यू० एस०/ एल०आई०जी० भवनों का निर्माण कर सकता है।



### 3. प्रपोजल प्लान संख्या-3 (गाजियाबाद विकास प्राधिकरण से 5000 वर्ग मीटर भूमि दिला दी जाए)

यदि प्रपोजल प्लान संख्या 1 व 2 पर अनुमोदन संभव न हो तो चूकि ई०डब्ल्यू० एस०/ एल०आई०जी० भवन बनाये जाने के संबंध में अध्यावधिक शासनादेश संख्या -3188 / आठ- 1-13-80 विविध/2010 दिनांक 05.12.13 में प्राविधान है कि ई०डब्ल्यू० एस०/ एल०आई०जी० भवनों का निर्माण 10 लाख अथवा अधिक जनसंख्या वाले नगरों में योजना स्थल के 05 किलोमीटर के अर्धव्यास के अंदर किया जा सकेगा। अतः प्रार्थी द्वारा उक्त सीमा के अंतर्गत ही सिद्धार्थ विहार योजना से सटी गाजियाबाद विकास प्राधिकरण की प्रताप विहार योजना में रु० 40000 प्रति वर्ग मीटर की दर पर लगभग 5000 वर्ग मीटर का ग्रुप हाउसिंग भूखंड आवंटित किये जाने हेतु उपाध्यक्ष गाजियाबाद विकास प्राधिकरण को प्रार्थना पत्र दिनांक 20.12.2022 (पताका-K) प्राप्त कराया गया है। उक्त भूखंड दिलाये जाने पर प्रार्थी बिल्डिंग बाइलॉज के अनुसार मानचित्र स्वीकृत कराकर वांछित ई०डब्ल्यू० एस०/ एल०आई०जी० भवनों का निर्माण पूर्ण करने के लिए प्रतिबद्ध रहेगा।

उक्त 03 प्रपोजल प्लान प्रार्थी महोदय के समक्ष संबंधित प्रपत्रों की छायाप्रति संलग्न कर सादर प्रस्तुत कर रहा है। कृपया अवलोकन कर अनुमोदन प्रदान करने की कृपा करें जिससे प्रार्थी द्वारा परियोजना में निर्मित भवन आवंटियों के हितों की रक्षा की जा सके।

भवदीय  
कृते अपैक्स हाइट्स प्राइवेट लिमिटेड

 अधिकृत हस्ताक्षरकर्ता  
Satnam Singh Sachdeva  
DIN No. : 02475062



**UTTAR PRADESH POLLUTION CONTROL BOARD**  
**Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010**

Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.com, Website: www.uppcb.com

**CONSENT ORDER**

**ANNEXURE-11**

**Ref No. -**  
**123008/UPPCB/Ghaziabad(UPPCBRO)/CTO/water/GHAZIABAD/2021**

**Dated : 14/07/2021**

**To ,**  
 Shri VIKAS GOEL  
 M/s APEX HEIGHTS PVT LTD  
 Plot No. 04/BS-02(GH-03), Siddharth Vihar, Ghaziabad, Uttar Pradesh,GHAZIABAD,201009  
 GHAZIABAD

**Sub :** Consent under Section 25/26 of The Water (Prevention and control of Pollution) Act, 1974 (as amended) for discharge of effluent to M/s. APEX HEIGHTS PVT LTD

**Reference Application No :11563757**

**Dated :14/07/2021**

1. For disposal of effluent into water body or drain or land under The Water (Prevention and control of Pollution) Act,1974 as amended (here in after referred as the act ) M/s. APEX HEIGHTS PVT LTD is hereby authorized by the board for discharge of their industrial effluent generated through ETP for irrigation/river through drain and disposal of domestic effluent through septic tank/soak pit subject to general and special conditions mentioned in the annexure ,in refrence to their foresaid application .
2. This consent is valid for the period from 25/02/2021 to 31/12/2023 .
3. In spite of the conditions and provisions mentioned in this consent order UP Pollution Control Board reserves its right and powers to reconsider/amend any or all conditions under section 27(2) of the Water (Prevention and Control of Pollution) Act, 1974 as amended .

This consent is being issued with the permission of competent authority .

VIVEK Digitally signed  
by VIVEK ROY  
Date: 2021.07.29  
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ROY

**For and on behalf of U.P. Pollution Control Board**

**CEO-1**

**Enclosed : As above  
 (condition of consent):**

**Copy to:** Regional Officer, UPPCB, Ghaziabad.

VIVEK Digitally signed  
by VIVEK ROY  
Date: 2021.07.29  
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**CEO-1**

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## U.P. POLLUTION CONTROL BOARD, LUCKNOW

## Annexure to Consent issued to M/s.APEX HEIGHTS PVT LTD vide

Consent Order No. 11563757/ Water

Dated : 14/07/2021

## CONDITIONS OF CONSENT

1. This consent is valid only for the approved production capacity of Group Housing cum Commercial Complex.
2. The quantity of maximum daily effluent discharge should not be more than the following :

Effluent Discharge Details			
S.No	Kind of Effluent	Maximum daily discharge,KL/day	Treatment facility and discharge point
1	Domestic	488 KLD	STP

3. Arrangement should be made for collection of water used in process and domestic effluent separately in closed water supply system. The treated domestic and industrial effluent if discharged outside the premises, if meets at the end of final discharge point, arrangement should be made for measurement of effluent and for collecting its sample. Except the effluent informed in the application for consent no other effluent should enter in the said arrangements for collection of effluent. It should also be ensured that domestic effluent should not be discharged in storm water drain .
- 4(a) The domestic effluent should be treated in treatment plant so that the should be in conformity with the following norms dated treated effluent .

Domestic Effluent		
S.No	Parameter	Standard
1	Total Suspended Solids	As per EP Act 1986
2	BOD	As per EP Act 1986
3	COD	As per EP Act 1986
4	Oil & Grease	As per EP Act 1986
5	Quantity of Discharge	488 KLD

- 4(b). The industrial effluent should be treated in treatment plant so that the treated effluent should be in conformity with the following norms. .

Industrial Effluent		
S.No	Parameter	Standard

5. Effluent generated in all the processes, bleed water, cooling effluent and the effluent generated from washing of floor and equipments etc should be treated before its disposal with treated industrial effluent so that it should be according to the norms prescribed under The Environment (Protection) Act,1986 or otherwise mandatory .
6. The other pollutant for which norms have not been prescribed, the same should not be more than the norms prescribed for the water used in manufacturing process of the industry .
7. The method for collecting industrial and domestic effluent and its analysis should be as per legal Indian standards and its subsequent amendments/standards prescribed under The Environment (Protection) Act, 1986.
8. The treated domestic and industrial effluent be mixed (as per the provisions of Condition No. 2) and disposed of on one disposal point. This common effluent disposal point should have arrangement for flow meter/V Notch for measuring effluent and its log book be maintained .
9. The Unit will file the renewal application at least 2 months prior to the expiry of this Order.

**Specific Conditions:**

1. Unit shall comply with Uttar Pradesh Groundwater (Management and Regulation) Act 2019. Therefore Water shall be obtained from legally permissible sources only. If the project fails to comply with this condition then this consent shall automatically stand revoked.
2. The Unit shall comply with various provisions of Air (Prevention and Control of Pollution) Act 1981 as amended, Water (Prevention and Control of Pollution) Act 1974 as amended and all other applicable rules notified under E.P. Act 1986.
3. The Unit shall dispose the hazardous waste through authorized recyclers/TSDf and comply with the provisions of Hazardous and Other Wastes (Management and Trans-boundary Movement) Amendment Rules, 2016 and The Solid Waste Management Rules, 2016
4. Maximum treated effluent shall be used for irrigation purposes as proposed. The guidelines developed by the CPCB for the utilization of treated effluent for the irrigation purposes is available at the URL <http://cpcb.nic.in/NGT/Guidelines-UTE-Irrigation.pdf>
5. The Unit shall comply with the provisions of notification dt. 07-10-2016 of Ministry of Water Resources, River Development and Ganga Conservation, GOI.
6. The Unit shall submit the point wise compliance report of the CTE/CTO issued by the Board and the audited balance sheet for the current year within a month failing which consent would be deemed void.
7. The Unit shall ensure proper operation and maintenance of Sewage Treatment Plant. Also independent flow meters, logbook and electric meter should be installed for STP.
9. The Unit should be operated in such a way so that there is no adverse impact on public and environment.
10. The Unit shall develop proper green belt and rain water harvesting system as per guidelines. For green belt at least 8 feet height plants should be planted which shall be properly protected as proper irrigation and maneuvering arrangements shall be made. For the development of the green belt the guidelines issued vide Board office order no. H10405/220/2018/02 Dt. 16-02-2018 shall be complied.
11. This consent is valid only for products and quantity mentioned above. The Unit shall obtain prior approval before making any modification in product/process /fuel/ Plant machinery failing which consent would be deemed void.
12. The Unit shall submit quarterly monitoring reports of treated effluent from a certified / approved laboratory under E.P. Act 1986
13. The Unit will ensure the continuous and uninterrupted data supply from the OCEEMS to the CPCB server. The unit shall maintain strict supervision on fluctuations in operating parameters with respect to each treatment unit of the Sewate/Effluent treatment plant.
14. If the CPCB or UPPCB issues the Closure order against the Unit this consent order stands automatically suspended for that period.
15. The Unit shall abide by orders / directions issued by Hon'ble Supreme Court Hon'ble High Court, Hon'ble National Green Tribunal, Central Pollution Control Board and U.P Pollution Control Board for protection and safe guard of environment from time to time.
16. Unit shall submit Bank Guarantee of Rs. 10 Lakhs in compliance of conditions mentioned in CTE issued by Board vide letter dated 09-05-2018.

Issued with the permission of competent authority .

VIVEK Digitally signed  
by VIVEK ROY  
Date: 2021.07.20  
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ROY

For and on behalf of U.P. Pollution Control Board .

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**UTTAR PRADESH POLLUTION CONTROL BOARD**  
**Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010**

Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.com, Website: www.uppcb.com

**CONSENT ORDER**

**ANNEXURE-12**

**Ref No. - 122990/UPPCB/Ghaziabad(UPPCBRO)/CTO/air/GHAZIABAD/2021**

**Dated : 14/07/2021**

**To ,**  
 Shri VIKAS GOEL  
 M/s APEX HEIGHTS PVT LTD  
 Plot No. 04/BS-02(GH-03), Siddharth Vihar, Ghaziabad, Uttar Pradesh,GHAZIABAD,201009  
 GHAZIABAD

**Sub : Consent under section 21/22 of the Air (Prevention and control of Pollution) Act, 1981 (as amended) to M/s. APEX HEIGHTS PVT LTD**

Reference Application No. 11562212

Dated : 14/07/2021

1. With reference to the application for consent for emission of air pollutants from the plant of M/s APEX HEIGHTS PVT LTD. under Air Act 1981. It is being authorised for said emissions, as per the standards, in environment, by the Board as per enclosed conditions .
2. This consent is valid for the period from 25/02/2021 to 31/12/2023 .
3. In spite of the conditions and provisions mentioned in this consent order UP Pollution Control Board reserves its right and powers to reconsider/amend any or all conditions under section 21 (6) of the Air (Prevention and Control of Pollution) Act, 1981 as amended.  
 This consent is being issued with the permission of competent authority .

VIVEK Digitally signed  
by VIVEK ROY  
 ROY Date:  
2021.07.20  
19:04:00 +05:30

**For and on behalf of U.P. Pollution Control Board**

**CEO-1**

**Enclosed : As above  
 (condition of consent):**

Copy to: Regional Officer, UPPCB, Ghaziabad.

VIVEK Digitally signed  
by VIVEK ROY  
 ROY Date:  
2021.07.20  
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## U.P. Pollution Control Board

Dated : 14/07/2021

**CONDITIONS OF CONSENT**

1. This consent is valid only for the approved production capacity of Group Housing Project cum Commercial Complex.
2. This consent is valid only for products and quantity mentioned above. Industry shall obtain prior approval before making any modification in product/ process /fuel/ plant machinery failing which consent would be deemed void.
- 3(a) The maximum rate of emission of flue gas should not be more than the emission norms for the stacks.
- 3(b) Air Pollution Source Details.

Air Pollution Source Details					
S.No	Air Pollution Source	Type of Fuel	Stack No.	Parameters	Height
1	500x1 KVA, 600x1 KVA, 810x1 KVA and 1000x1 KVA DG Sets.	HSD		Sulphur Dioxide	As per EP Act 1986

- 3(c) The emissions by various stacks into the environment should be as per the norms of the Board .

Emission Quality Details Detail			
S.No	Stack No	Parameter	Standard

4. Quantity of other pollutants should also be as per the norms prescribed by the Board/MOEF & CC/or otherwise mandatory .
5. The equipment for air pollution control system and monitoring ,as proposed by the industry and approved by the Board should be installed in their premises itself .
6. The modification or installation in the existing pollution control equipments should be done only by prior approval of Board .
7. The operation of air pollution control system and maintenance be done in such a way that the quantity of pollutants should be in accordance with the standards prescribed by the Board/MoEF & CC/or otherwise mandatory .
8. Unit should do provisions for fugitive emissions chimney/stack as per the norms of the Board/MOEF & CC/or otherwise mandatory .
9. The unit should submit the stack emissions monitoring report within one month from issuance of consent order along with the point wise compliance report of the consent order . Further quarterly monitoring report should be submitted .

**The Unit will file the renewal application at least 2 months prior to the expiry of this Order.**

**Specific Conditions:**

1. The Unit shall comply with various provisions of Air (Prevention and Control of Pollution) Act 1981 as amended, Water (Prevention and Control of Pollution) Act 1974 as amended and all other applicable rules notified under E.P. Act 1986.
2. The Unit shall ensure to dispose the hazardous waste through authorized recyclers/TSDf and comply with the provisions of Hazardous and Other Wastes (Management and Trans-boundary Movement) Amendment Rules, 2016.
3. The Unit shall submit the point wise compliance report of the CTE/CTO issued by the Board and the audited balance sheet for the current year within a month failing which consent would be deemed void.
4. For development of green belt at least 8 feet height plants should be planted which shall be properly protected as proper irrigation and maneuvering arrangements shall be made. For the development of the green belt the guidelines issued vide Board office order no. H10405/220/2018/02 Dt. 16-02-2018 shall be complied.
5. If the CPCB or UPPCB issues the Closure order against the Unit this consent order stands automatically suspended for that period.
6. Industry shall submit monthly monitoring reports of all stacks and ambient air quality from a certified / approved laboratory under E.P. Act 1986.
7. The unit shall obtain prior consents in the event of any addition of new emission generation sources such as- Boiler/ Furnace/ Heaters/ D.G. Sets or alteration of existing emission sources in accordance with section- 21/22 of air Act 1981 (as amended respectively).
8. The industry shall only use PNG as fuel once PNG pipeline is available in that industrial area.
9. In compliance with the Hon`ble Supreme Court order passed in W.P. (civil) No. 13029/1985 M.C. Mehta Vs. Union of India and ors. the use of Pet coke and furnace oil is prohibited.
10. The industry shall ensure deployment of qualified manpower to step up self monitoring mechanism on 24 x7 basis.
11. The industry shall submit quarterly monitoring reports of all stacks from a certified /approved laboratory under E.P. Act 1986.
12. The Industry shall submit first compliance report with respect to conditions imposed within 30 days of issue of this permission.
13. Unit shall submit Bank Guarantee of Rs. 10 Lakhs for compliance of conditions of CTE issued by Board vide letter dated 09-05-2018.

**Issued with the permission of competent authority .**

VIVEK Digitally signed  
by VIVEK ROY  
Date: 2021.07.20  
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**For and on behalf of U.P. Pollution Control Board .**

**CEO-1**

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IN THE HON'BLE NATIONAL GREEN TRIBUNAL, DELHI  
ORIGINAL APPLICATION NO.884/2022

**IN THE MATTER OF:  
SANJEEV KUMAR**

**...APPLICANT**

**VERSUS**

**UTTAR PRADESH POLLUTION CONTROL BOARD & ORS ...RESPONDENTS**

Know All to whom these present shall come that I /we, Satnam Singh Sachdeva, the Director of M/s Apex Heights Private Limited (Respondent) do hereby appoint:

SARAF AND PARTNERS LAW OFFICES

Mohit Saraf, Manmeet Singh, Alok Shankar, Ankur Khandelwal, Nikhil Varshney, Nishtha Chaturvedi, Nastassia Khurana, Surbhi Shah, Sadhvi Kumar, Kumarjeet Ray, Mukta Halbe, Manav Sharma, Neha Lodha, Shatakshi Tripathi, Yasaschandra Devarakonda

FC-10&11, Sector-16A, Film City, Noida - 201 301

[info@sarafandpartnerslawoffices.com](mailto:info@sarafandpartnerslawoffices.com) | +91-8826637207

(herein after called the advocates) to be my/our Advocate in the above noted case and authorized him-

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/ us.

To sign, file verify and present pleadings, appeals cross objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.

To file and take back documents to admit and/or deny the documents of opposite party.

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings.

The deposit, draw and receive money, cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint and instruct any other Legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think it to do so and to sign the Power of Attorney on our behalf.

And I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

And I/We undertake that I / we or my /our duly authorized agent would appear in the Court on all hearings and will inform the Advocates for appearance when the case is called.

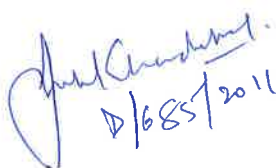
And I /we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain himself.

I/We hereby agree that once the fee is paid, I/we will not be entitled for the refund of the same in any case whatsoever, addition three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this 19<sup>th</sup> Day of February, 2023.

Accepted subject to the terms of fees.

Advocate

  
D/685/2011

For Apex Heights Pvt. Ltd.  
  
Client Director