

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

O.A. No. 382/2023

In the matter of

Chairman Legal Committee

Essencia Residents Welfare Association

Applicant

Versus

State of Haryana & Ors

Respondents

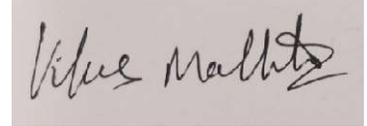
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Dated 28.06.2024

Filed by



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**REPLY ON BEHALF OF M/S ANSAL PROPERTIES AND
INFRASTRUCTURE LTD RESPONDENT NO.4.**

Most Respectfully showeth:

1. That the present reply is being filed by Sh. F.N. Rai who is the Authorised Representative of the Respondent no.4 vide Board Resolution dated 03.11.2021 passed by Board of Directors of M/s Ansal Properties and Infrastructure Ltd. The copy of Board Resolution dated 03.11.2021 is annexed as **ANNEXURE R4/1**.
2. That the allegations made by the Complainant against the Answering Respondent may not be deemed admitted merely by reason of non-traverse thereof and rather same be treated as denied unless admitted specifically hereunder.
3. That the Complainant has levelled two fold allegations. Firstly the Answering Respondent is discharging untreated sewage and effluent at the surface near resident buildings etc. Secondly, there is not a single Sewage Treatment Plant been constructed or made available for treatment of sewage water.

4. That the Hon'ble Tribunal was pleased vide order dated 30.05.2023 to constitute Joint Committee for obtaining factual report which in turn has submitted its report dated 13.10.2023.
5. With respect to the First allegation, it is submitted that the Joint Committee has observed in its report at running page no.12 that the Project was granted CTO dated 30.05.2019 for generation of 48 KLD Domestic Effluent (as per occupancy) which was treated in 50 KLD and 25 KLD STP installed at the site. The report further observed that CTO was granted on the basis of inspection conducted by the Field Officer who found structurally adequate STP installed at the site.
6. That further, the Joint Committee report at running page no. 13 states that Project Site was visited again on 12.12.2022 by the then Field Officer with respect to mandatory inspection allotted by the competent authority and found both STPs functional and as per analysis report, parameters were within the prescribed limits.

In the above factual background, it is apposite to submit that allegation by Complainant regarding absence of even a single Sewage Treatment Plant, is baseless, misguided and clearly a false statement.

7. That with respect to Second allegation that the untreated sewage is found at the land of the Answering Respondent and the corresponding findings by the Joint Committee which confirms this fact and further the consequent analysis of the samples which certainly would not be as per the parameters, it is submitted that liability for presence of untreated sewage, if any, cannot be

fastened upon the Answering Respondent for the following reasons.

- a) The Unit of Answering Respondent has sole democratically elected and registered RWA known as Essencia Resident Welfare Association (who strangely happens to be the Complainant herein) hereinafter referred to as ERWA. And the said ERWA has by way of Agreement dated 01.04.2021 participated over Maintenance functions of the premises. The functions taken over by the ERWA included housekeeping, garbage collection as under exclusive control and remaining functions under joint control with SFML (Star Facilities Management Limited)

The copy of the Tripartite Agreement dated 01.04.2021 executed between Answering Respondent and the ERWA and SFML is annexed as **ANNEXURE R4/2**.

- b) That after the execution of the aforesaid agreement dated 01.04.2021 wherein the ERWA agreed to participate in the management of maintenance services of the Essencia project, the entire Common Area Maintenance became joint responsibility of the SFML (nominated maintenance agency of Answering Respondent) and the ERWA. And in furtherance of the same, a joint account was opened wherein the entire collection from resident members is deposited. And the account has to be operated jointly. Further as per the agreement, the maintenance expense of all types shall be approved jointly by SFML and ERWA.

- c) That the operation of the STP is a common utility which has to be maintained and operated by the SFML and ERWA jointly. It is submitted that once a STP is installed and become functioning then it becomes the asset which require maintenance from its users. That the STPs were operated from its installation until participated in maintenance by the ERWA on 01.04.2021. That the expenses for running of STP and its maintenance charges are derived from the CAM (Common Area Maintenance) fund upon which the ERWA has joint control. And any funding cannot be taken out without approval of SFML and ERWA. Therefore, the allegation that the Answering Respondent did not operate the STPs and discharging the untreated sewage water on land is absurd as the Complainant is virtually making allegation against itself.
- d) That the most important fact which could establish that untreated Sewage found at the premises of the Answering Respondent has not been dumped by the Answering Respondent or from its STP, is the fact that during the General Body meeting dated 7th June 2020, the Complainant itself has discussed the issue of untreated sewage found at the premises of the Unit and categorically recorded that the neighbouring Society named **Shree Vardhman Mantra** has found it convenient and easy to dump their untreated sewage through tankers in open plots/areas in the Society raising a huge health hazards to the residents in the Society.

The record of the General Body Meeting of ERWA dated 7th June 2020 is annexed as **ANNEXURE R4/3** along with typed copy.

- e) Further while deliberating the aforesaid issue of maintenance and sewage, the EWRA has passed a resolution to take over the maintenance from the SFML Ltd (subsidiary unit of Answering Respondent).

Therefore in light of the above facts which had been concealed by the Complainant, it is submitted that the Complainant itself has failed to maintain the untreated sewage, if any, in the area and by way of the present Complaint is trying to falsely implicate the Answering Respondent and further it is in the knowledge of the EWRA that the untreated sewage is being dumped from the neighbouring Society and despite this the blame is being made upon the Answering Respondent. Thus in this manner the Complainant has double standards and its complaint is motivated with vested interests.

- f) That no such particular location (out of total area of the premises of Unit) has been pointed either by the Complainant or by the Joint Committee as to the place where the untreated sewage was found. Therefore the allegations seems to be vague and lacking requisite particulars. Even otherwise the ERWA, who is responsible for the housekeeping, has neither informed the Answering Respondent and nor taken to itself the responsibility of maintenance and cleanliness. And under the garb of protection of Environment has approached the Hon'ble Tribunal with unclean hands.

- g) That nevertheless it is submitted that the untreated sewage cannot be even theoretically discharged from the premises of the Answering Respondent as outlet of the STP are connected with the HUDA sewer lines for which sewerage charge is collected by the GMDA (Gurugram Metropolitan Development

Authority). It is submitted that, had the Joint Committee conducted a detailed inquiry as to the source of untreated sewage found during the visit, then it would have certainly found that the alleged untreated sewage does not have origin from the installed STP.

8. That the Environment Clearance to the Answering Respondent was first granted on 11.07.2012 and thereafter expanded/revised on 20.08.2018 for construction of 2020 dwelling units which is valid for 7 years. The Consent to operate to was granted on 30.05.2019. Further the STPs as per the EC were planned to be installed as per the requirement/occupancy. It is further submitted that the revised EC Condition no. (b) under the heading Operation Phase, allows the PP to establish the STP as per the occupancy.

The copy of the revised Environment Clearance dated 20.08.2018 is annexed as **ANNEXURE R4/4**.

9. The construction is to be made in various phases. And therefore CTO was obtained in 2019 itself to commission the project and accordingly as per the initial occupancy the 50 KLD and 25 KLD were adequate which were certified by the HSPCB officials itself. The copy of the recent log book showing running of STP 50 KLD and 25 KLD is annexed as **ANNEXURE R4/5**.
10. It is submitted that the Project is still under nascent stage and considering the present rate of development, it will take many years for its full occupancy. That until the period December 2022 out of total 2020 plots only 300 plots were completed and provided with Occupancy Certificate from the District Town planner Gurugram. Therefore the total proportion of occupied plots as on December 2022 were only 15% to 20% of the total

plots. Currently only 400 plots have been developed out of 2020 plots.

11. It is pertinent to mention here that since the Answering Respondent is Township project which is plotted colony, therefore the Occupancy certificate is provided upon completion of the individual plots.
12. That much before the Spot inspection dated 12.12.2022 wherein all parameters of effluent were found within the prescribed limit and also the existing STP was found structurally adequate for the existing occupancy, however the Answering Respondent anticipated the requirement of more STPs for treating the sewage in view of the advancement in construction and the future occupancy.
13. Therefore on 06.05.2021 itself the Answering Respondent issued the Work Order for Supply, installation, testing and commissioning of **500 KLD** STP at its premises. The said Work was scheduled to be completed by 06.05.2023. That owing to some technical difficulties and pending construction of Civil Work, the 500 KLD STP got delayed and was actually commissioned and became functional on 15th Feb 2024. And with respect to the same an Application dated 22.05.2024 for grant of CTO was applied with the HSPCB.

It is humbly submitted that the conduct of the Answering Respondent was bonafide all through out with respect to protection of the environment.

The copy of the Work Order dated 06.05.2021 is annexed as **ANNEXURE R4/6.**

The document showing that the 500 KLD STP has started functioning is annexed as **ANENXURE R4/7**.

And the copy of Application for grant of CTO and payment receipt is annexed as **ANNEXURE R4/8**.

14. That, however the Joint Committee, surprisingly has stated that on the date of latest inspection dated 22.08.2023 the same STP was neither working and nor structurally adequate. And further stated that the effluents were found discharging on land. It is denied that the STP was not working. It is further denied that the untreated sewage, if any, found at the land has been dumped by the Answering Respondent. That the issue of untreated sewage found lying at the site has already been addressed in the foregoing paragraphs.

15. With respect to the finding of the Joint Committee that the existing installed STP were found to be structurally inadequate, it is submitted that 8 months earlier, i.e, on Dec 2022, the HSPCB has found the same installed STPs as structurally adequate.

However, without admitting the findings in this regard by the Joint Committee, it is submitted that HSPCB has already initiated the proceedings for penalty and prosecution and has imposed hefty penalty upon the Answering Respondent for violation of the provisions mentioned thereunder. And against those actions the Answering Respondent has preferred appropriate remedy which is pending consideration.

16. That the Answering Respondent seeks liberty of the Hon'ble Tribunal to file supplementary and additional information as and when same is required.

PRAYER

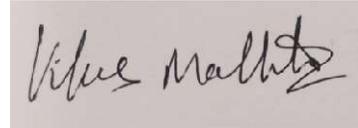
In light of the above submissions it is humbly prayed from the Hon'ble Tribunal that the present proceedings may kindly be disposed of.

Dated 28.06.2024



Respondent no.4

Through



Counsel

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

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Chairman Legal Committee
Essencia Residents Welfare Association

Applicant

Versus

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AFFIDAVIT

I, Fanishwar Nath Rai S/o Jagdev Rai aged about 68 years Authorised Representative of M/s Ansal Properties & Infrastructure Ltd, 115, Ansal Bhawan, 16 K.G Marg, New Delhi-110001, respondent no. 4 do hereby solemnly affirm and declare as under :

1. That I am the Authorised Representative of Respondent no.4 and thus acquainted with facts and circumstances of the case and thus competent to swear this affidavit.
2. That the accompanying reply has been drafted by my counsel under my instructions and contents thereof have been read over and explained to me in my vernacular which are true and correct to my knowledge, the contents thereof may kindly be read as part and parcel to this affidavit also and not repeated herein.
3. The contents as stated above are true and correct to my knowledge and belief.

I identify the Deponent who
has Signed in my presence

Verification

28 JUN 2024

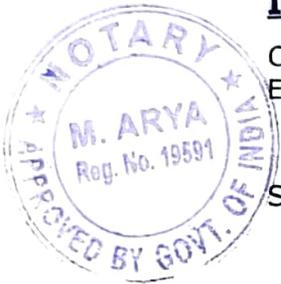
It is verified at _____ on _____ that the contents of the present Affidavit are true and correct and nothing has been concealed therefrom.

for Ansal Properties & Infrastructure Ltd
Fanishwar Nath Rai
Authorised Signatory
DEPONENT

for Ansal Properties & Infrastructure Ltd.
Fanishwar Nath Rai
Authorised Signatory
DEPONENT

ATTESTED
[Signature]
NOTARY PUBLIC

28 JUN 2024



CERTIFIED TRUE COPY OF RESOLUTION PASSED BY BOARD THE DIRECTORS OF ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED, AT THEIR MEETING HELD ON WEDNESDAY, THE 03RD NOVEMBER, 2021.

Authorization to various officers / executives for doing the needful in relation to various legal matters of the Company. {Modification of resolution passed on 30th January, 2021}

"RESOLVED THAT in modification of Resolution passed by the Directors at their meeting held on the 30th January, 2021, approval of the Directors be and are hereby accorded to authorize and empower, severally, the following authorised signatory of the Company, to do or cause to be done all such acts, deeds and things as may be necessary for dealing with legal matters in respect of the various Projects of the Company, on its behalf, in the manner mentioned hereunder:-

- | | |
|------------------------------|---|
| 1. Shri Prashant Kumar | - Vice President (Finance & Accounts) & CFO |
| 2. Shri Vishnu Prasad Sharma | - Authorised Signatory |
| 3. Shri Rakesh Malik | - Authorised Signatory |
| 4. Shri F.N Rai | - Authorised Signatory |
| 5. Shri Rajiv Bhatia | - Authorised Signatory |
| 6. Shri Amit Kumar Shukla | - Authorised Signatory |
| 7. Shri Manoj Vijayan | - Authorised Signatory |

a. to take all legal actions and/or steps, including incidental and consequential steps, for lodging, instituting, conducting, defending, conciliating, mediating, cases of the nature of civil, criminal and/or otherwise, and, in this regard, sign, verify, file and submit suits, pleadings, plaints, applications, complaints, affidavits, petitions, written statements, appeals, vakalatnamas, to admit, take back, deny any document(s) in any court of law/authorities and/or appoint and withdraw attorney/advocates/ legal experts, for and on behalf of the Company, as may be required, in connection with or in relation to the various Projects of the Company.

b. to appear and represent the Company, before any Court/authorities, personally, or through advocate/counsel/ pleader/ attorney, and also to accept notices, compromise, refer to arbitration any dispute(s) and make statement/s for and on behalf of the Company in any such proceedings in connection with or in relation to the said Projects.

c. to sign and execute relevant form/s as may be required/ applicable under various laws/ statutes.

d. to do or cause to be done all such acts, deeds, and things and take all such steps as may be necessary, which are required or incidental, ancillary or consequential to the exercise of the above authorities and powers.

RESOLVED FURTHER THAT all acts, things or deeds, done or caused to be done, by aforesaid authorized persons for the above matters, before conferring



RESOLVED FURTHER THAT all acts, things or deeds, done or caused to be done, by aforesaid authorized persons for the above matters, before conferring this authorization, be and are hereby ratified and confirmed, as being done or caused to be done for and on behalf of the Company.

RESOLVED FURTHER THAT all such acts, deeds, matters and things, done or to be done by aforesaid authorized persons in connection with and to safeguard the interest of the Company, shall be binding on the Company and deemed to have been done by the Company itself.

RESOLVED FURTHER THAT above authorization in favour of aforesaid authorized persons shall remain in force till the date they remain in the employment of the Company or such authorization gets revoked by the Company or any other resolution is passed by the Directors, modifying and/or revoking this authorization, whichever is earlier.

RESOLVED FURTHER THAT a certified true copy of this Resolution be forwarded wherever required under the signatures of any Director or Company Secretary of the Company."

Certified to be correct
 for **Ansal Properties & Infrastructure Limited**

Kavna



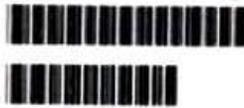
Abdul Sami
General Manager (Corporate Affairs) &
Company Secretary
FCS-7135



10-12-2021



Certificate No. G0G2021D2410
GRN No. 75466225



Stamp Duty Paid : ₹ 101
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Ansal Properties and Infrastructure Ltd
H.No/Floor : 115 Sector/Ward : LandMark : Ansal bhawan 16 k g marg
City/Village : New delhi District : New delhi State : Delhi
Phone: 99*****44

**Buyer / Second Party Detail**

Name : Esencia Residents Welfare association
H.No/Floor : 0 Sector/Ward : 67 LandMark : Ansal esencia
City/Village: Gurugram District : Gurugram State : Haryana
Phone : 99*****44 Others : Star facilities management ltd

Purpose : AGREEMENT OF PARTICIPATION

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

**AGREEMENT OF PARTICIPATION BY ESENCIA RWA IN MANAGEMENT OF
MAINTENACE SERVICES OF ANSAL ESENCIA**

This AGREEMENT is executed at Gurugram on this 1st Day of April 2021

BY AND BETWEEN

ANSAL PROPERTIES & INFRASTRUCTURE LTD., a company duly incorporated and registered as per the provisions contained in the Companies Act, 1956, having its registered office at 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi – 110001, through its authorised signatory **Mr. Sunil Pattoo**, duly authorized by a Board Resolution dated 05.08.2020 (a true certified copy of which is annexed hereto and marked as **Annexure "A"**) hereinafter referred to as the **"First Party/APIL/Developer"**, which expression shall, unless repugnant to the context or meaning thereof, shall mean and includes its successors-in-interest, administrators, assigns, representatives, nominees, etc., of the **FIRST PART**.

AND

ESENCIA RESIDENTS WELFARE ASSOCIATION, an association registered under the Haryana Registration and Regulation of Societies Act, 2012, bearing Registration No. HR-018-2015-02410 dated 09-07-2015 having its registered office address at Water Tank



Esencia Resident's Welfare Association

Esencia Resident's Welfare Association
General Secretary

Star Facilities Management Ltd.

President
Authorised Signatory

Park, Ansal Esencia, Sector -67, Gurgaon, Haryana - 122101, through its President **Dr. Ajai Kumar Tomar**, General Secretary **Mr. Manish Bhatia** duly authorized vide a resolution dated _____ of the Executive Committee (a true certified copy of which is annexed hereto as **Annexure 'B'**), hereinafter referred to as the "**SECOND PARTY/ERWA**", which expression shall, unless repugnant to the context shall mean and include its successors, administrators, assigns, representatives, nominee & affiliates of the **SECOND PART**.

AND

STAR FACILITIES MANAGEMENT LTD., a company duly incorporated and registered as per the provisions contained in the Companies Act, 1956, having its registered office at 1107, Ansal Bhawan, 22, KG Marg, New Delhi -110001, through its authorized signatories **Mr. Sandeep Sharma** and **Mr. Lokesh Tehlan**, who have been duly authorised in this regard vide Board Resolution dated 14.03.2020 (a true certified copy of which is annexed hereto as **Annexure "C"**) hereinafter referred to as the "**Third Party/SFML**", which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors-in-interest, administrators, assigns, representatives, nominees & Affiliates etc., of the **THIRD PART**.

First Party, Second Party and Third Party are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:

- a) The First Party is the promoter / builder / developer, and has amongst others, promoted / built / developed under the name and style of Ansal Esencia, Sector - 67, Gurugram, Haryana, hereinafter referred to as "Esencia").
- b) The First Party has allocated and transferred the plots / Floors etc. to its customers in Esencia with a clear and written understanding that the Esencia will be maintained in a comprehensive way by the First Party or by its nominated maintenance agency(ies), which at present is SFML.
- c) The First Party had entered into an arrangement with the Third Party for the purposes of as participative management for maintenance of the Township.
- d) That the Second Party was originally formed by the owners having floors or plotted areas of the Esencia. The Second Party represents that it is an association consisting and comprising of a majority of the owners / allottees of all the units constructed / built in the Esencia and is the lawful and democratic representative association. The Second Party is continuously interacting with regard to proper maintenance of the



Esencia Resident's Welfare Association

Esencia Resident's Welfare Association
General Secretary

For Star Facilities Management Ltd.

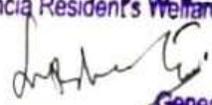
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Authorized Signatory
President

Esencia with the First Party. The Second Party has also represented and assured the First Party that it has been granted a certificate of registration under Haryana Registration of Societies and Regulation of Societies Act 2012, under Regn. no. HR-018-2015-02410 dated 09-07-2015 and thus is lawfully competent to enter into the present Agreement. The certified true copy of the Certificate of Registration of the Second Party is annexed herewith and marked as **Annexure D**. The Second Party has confirmed and represented that except Esencia Residents Welfare Association, there is no other association formed in the Esencia.

- e) The Parties to the present Agreement have always been and have been maintaining good cordial relationship and have always desired, intended and in fact been working in the best interest and betterment of the owners/allottees of the Esencia.
- f) The Second Party has now approached the First Party and expressed its desire and interest to participate in the management, maintenance and upkeep responsibilities of the common areas and facilities of the Esencia with respect to 1. Security 2. Housekeeping 3. Horticulture 4. Garbage collection and disposal services and judicious utilisation of CAM charges collected. The First Party does also feel that once it has created the Esencia for the community stakeholders, it is democratically correct and desirable and meets the need of natural justice that the Second Party representing the entire population of the stakeholder be involved in the management and maintenance of the Esencia.
- g) That the Second Party in its GBM/Executive Committee Meeting has taken a unanimous decision with regard to participation in maintenance as stated above at Sr (f) above. The same has been conveyed to the First Party as well as the Third Party through a letter dated _____ issued by the Second Party and a copy whereof is annexed to this Agreement as **Annexure "E"**.
- h) The Parties have deliberated and discussed the matter, and the First Party and the Third Party have agreed to involve in the management of the maintenance and administration of the Esencia the Second Party as stated above in point number (f) above.
- i) The Second Party hereby unconditionally and unequivocally agrees and acknowledges that this agreement is mainly for four select services only as directed by Senior Town Planner, Gurugram in joint meeting with ERWA and APIL held on 27.01.2021(Minutes annexed as Annexure ..) for the maintenance and administration of the Esencia. However, ERWA shall extend full support and cooperation in maintenance of all other activities as well.
- j) In consideration of the Second Party having agreed to involve in the joint management of maintenance and administration of the Esencia as stated in para (f) above, The Parties are desirous of reducing into writing the terms agreed by them.

NOW THIS AGREEMENT WITNESSETH:

Esencia Resident's Welfare Association

 General Secretary
 For Star Facilities Management Ltd.

 Authorised Signatory
 Page 3 of 7
 Esencia Resident's Welfare Association

 President


1. It is agreed that to achieve better quality maintenance services ERWA shall have complete freedom and free hand in respect of all the four services namely Security, Horticulture, Housekeeping and Garbage Collection particularly regarding terms of agreements, number of workers, selection of vendors and rates and vetting of AMC's with them and also in judicious use of CAM charges collected after 01.04.2021. These four services shall be under direct control and supervision of ERWA. SFML / Ansal API shall have no objection on this score. However, the AMC agreements duly vetted and approved by ERWA will be signed by SFML only, being principal (sole) account holder and principally responsible for these payments. The AMC agreements shall be duly vetted and approved by ERWA. All other maintenance services or jobs shall also be under joint control and supervision of ERWA and SFML.
2. For judicious control of funds by SFML and ERWA, a fresh account shall be opened with nearby Bank, Sector-67, Gurugram under the name & style of SFML A/c Esencia Maintenance or Esencia unit to be operated jointly by SFML and ERWA representatives as detailed at Sr. number 5 below. No other account with same name and style shall be opened by SFML without the prior consent of ERWA.
3. All collections from Esencia whether current or arrears shall be routed through this account only.
4. Necessary changes, particularly fresh account details, must be incorporated in the Common Area Maintenance bills itself before raising demand for April-June 2021 Qtr.
5. Account shall be operated jointly by Group A (Signatories on behalf of SFML) & Group B (Signatories on behalf of ERWA). **Any change in the authorised signatories shall be with mutual consent only. Violation of this clause at any stage will be construed as breach of Contract resulting in automatic annulment of this agreement.** In case of online payments also, transactions in the account shall be carried out jointly by these signatories only.
6. Signatories from SFML side shall be stationed at Esencia only for operational convenience.
7. ERWA shall have the facility to view the Account independently. SFML shall share monthly statement of account with ERWA.
8. No interest or late fees shall be charged for payment of CAM bills for Jan-March 2021 Qtr.
9. First Party has submitted list of outstanding liabilities of SFML - Esencia unit to the tune of Rs. 1,14,82,981/- (Annexure No.- "G"). No liability o/s as on 31 March 2021 shall be paid in any case out of CAM bills falling due on April 2021 and thereafter.

Esencia Resident Welfare Association
 Esencia Resident Welfare Association
 President
 General Secretary
 For Star Facilities Management Ltd.



10. Only 70% of amount recovered on account of arrears of CAM charges due upto 31.03.2021 shall be available for paying outstanding expenses as mentioned at Sr. no. 9 above till liquidation of all these outstanding liabilities. Thereafter whole recovered amount shall be available for utilisation in the Esencia only.
11. Since recovery of arrears of CAM charges is a long time affair, SFML and APIL shall make arrangements to ensure that no services in The Esencia are disturbed in any manner for non-payment of bills pertaining to the period prior to 31.03.2021, particularly water and electricity services. ERWA shall absolutely not responsible for delay in payment of these bills.
12. Issue of individual owners' IFMS refund or sharing of interest earned thereon shall be decided with APIL separately. This is without prejudice to all remedial recourses / rights available to individual owner and ERWA for refund of their deposit money.
13. No consultancy fees shall be payable to SFML for first 6 months i.e. upto 30.09.2021. Thereafter Consultancy fees @ 5% shall be payable to SFML for their services.
14. Soft Copy of quarterly CAM bills raised shall be shared with ERWA every quarter. List of defaulting owners will also be shared with ERWA on regular basis so that they may help in recovery of the same.
15. All vendors' payments shall be released by 10th of every month but not later than 20th in any case. All AMC agreements shall be shared with ERWA. Any other maintenance expenses shall be incurred with the concurrence of ERWA to ensure proper utilisation of available funds.
16. Balance amount left in the account at the end of the quarters shall be utilised for future exigencies such as road repairs and other development work in the Esencia at the discretion of ERWA.
17. In no case. Project related expenses of any kind shall be allowed out of Maintenance funds in the account. Particularly rent of leased site for STP shall be paid by APIL. Any other expenses related to default on the part of Project office or any liability related to Project, shall be borne by APIL only.
18. Maintenance expenses of all types shall be jointly approved by SFML and ERWA.
19. Office space duly renovated in Water Tank Park with necessary office furniture, electrical fittings, AC, other office equipments shall be provided to ERWA by APIL free of cost.
20. Salary of one Estate Manager, one Accounts Officer and one office boy of SFML who will be working exclusively for Esencia unit and ERWA staff shall be paid out of Maintenance funds.
21. ERWA shall not be liable / responsible in any manner whatsoever for any act of omission or commission of SFML. All legal, taxation, Local Bodies, State and Central



Esencia Resident's Welfare Association

General Secretary

Esencia Resident's Welfare Association

President

For Star Facilities Management Ltd

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Authorised Signatory

Government compliances shall be the sole responsibility of SFML and will be paid from the maintenance account which pertains to Esencia only.

22. ERWA shall not incur any liability/responsibility as hitherto whatsoever, for any Project related issues which shall be sole responsibility of APIL.
23. Fortnightly periodical meetings shall be held between SFML and ERWA representatives for sharing informations and ensure smooth running of services. One representative of Project office for discussing project related issues and representatives of service providers shall be present in the meeting for on the spot solution of problems.
24. This arrangement shall be on trial run basis for a period of six months starting April 2021. ERWA shall be free to move out of the agreement during or on expiry of this period without assigning any reason.
25. ERWA is an association for The Esencia unit only. Hence this agreement covers Esencia Society only. Versalia unit shall be handled by SFML/APIL separately. No mixing of funds shall be done. No expenditure related to Versalia shall be done out of this account. Common services used for Versalia shall be proportionately recovered from them.
26. It has been noticed that Security money deposited by owners before start of construction of independent houses is inordinately delayed because of paucity of funds. The amount of Security money shall be deposited in new account only after 01.04.2021 and shall not be allowed to be withdrawn from the account to keep this amount intact. Old Security money held by SFML shall be refunded by SFML / APIL from their own resources and not from this account.
27. In no case, any outsider / unauthorised dwelling units / residential societies shall be allowed to use services of society, particularly electricity supply, water supply, sewer facilities. All possible steps shall be taken by SFML / APIL to discontinue such facilities as directed by Senior Town Planner.
28. Role of ERWA shall essentially be of supporting nature and this agreement shall not, in any way dilute the responsibilities or liabilities of SFML and APIL. They shall discharge all their duties as hitherto.
29. Any dispute / contentious issues arising will be mutually decided and resolved.

This agreement is being executed in three original copies.



 Esencia Resident's Welfare Association
 For Star Facilities Management Ltd.
 General Secretary
 Authorised Signatory
 Esencia Resident's Welfare Association
 President

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SCRIBED THEIR RESPECTIVE HANDS TO THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST WRITTEN ABOVE.

- **First Party**
- **Second Party**
- **Third Party**

WITNESSES

Esencia Resident's Welfare Association

 General Secretary



Esencia Resident's Welfare Association

 President

For Star Facilities Management Ltd.

 Authorised Signatory

 President

ESENCIA RWA GENERAL BODY MEETING HELD AT HYDE PARK AT 5 PM ON
7th JUNE 2020

1. General Body Meeting was called to take stock of deteriorating Maintenance Services in the society and to decide on the further course of action. The meeting was attended by over 65 percent strength of RWA members, observing Covid Protocols, maintaining social distancing and social hygiene.
2. The meeting commenced with a Welcome note by Smt Suman Bala, President RWA. The President expressed anguish at the deteriorating maintenance services by SFML and requested the house to deliberate the issue in detail and decide on the way forward.
3. The members deliberated in detail the prevailing conditions and ongoing issues in Esencia. Members highlighted the ever deteriorating Maintenance Services by SFML. Despite more Maintenance contributions number of Security Guards has been arbitrarily reduced by 40% of the requirement, greatly jeopardizing security in the society. Horticulture team is absolutely unprofessional, parks are ill maintained, grass in all parks is drying up and hedges are never pruned. General cleanliness, sweeping of roads, lanes is very poor, sand has piled up along the roads resulting in severe dust pollution. Kachra/garbage collection is not regularly done. More than 70% street lights are not lit up, as fused bulbs have not been replaced. Fencing particularly in E and F blocks has not been done resulting in huge cattle menace in the society. There is no check on construction related labour camping near several ongoing construction sites. open defecation is rampant resulting in their littering the area and causing huge security risk in the society. There is no check on movement of vehicles and people in the society raising huge security risks particularly in this pandemic period. And shamefully to the discredit of SFML our neighbouring Society Shree Vardhman Mantra has found it convenient and easy to dump their untreated sewage through tankers in open plots/ areas in the society raising a huge health hazard to the residents in the society. Esencia no longer gives any semblance of a developed and well maintained society. All these issues have compounded and severely dented the status of Esencia. Value of the property has greatly nose dived, much lower than other societies around. Even rental value has been hit and tenants prefer to move to other societies with better amenities, facilities and better security.
4. It was also highlighted that despite regular collection of Maintenance charges from the residents, SFML is not paying to service providers/vendors for several months forcing the security guards and other service staff frequently going on strike. This adversely affects maintenance services and security in the society. Members doubted where the Maintenance money is going to? SFML has been approached several times, but SFML has never shared their accounts statement with RWA, which is our legal right. We apprehend Maintenance money is getting misused and diverted for other purposes.
5. On the motion put forward by Shri NK Singh for further action to deal with the deteriorating, deplorable and appalling Maintenance Services in the Society, the house unanimously adopted the Resolution "RWA to take over Maintenance Services from SFML. RWA Team shall interact with SFML and Ansal's and finalise the Handover / Takeover and assume the Maintenance Services responsibility by 01 October 2020".

Esencia Resident's Welfare Association

General Secretary



Esencia Resident's Welfare Association

General Secretary

Management Ltd.

Esencia Resident's Welfare Association

President

Responsible Signatory

ESSENCIA RWA GENERAL BODY MEETING HELD AT HYDE PARK AT 5 PM
ON 7TH JUNE 2020

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

No. SEIAA/HR/2018/1064

Dated:....20.8.18....

To

M/s Ansal Properties & Infrastructure Limited,
115, Ansal Bhawan, Kasturba Gandhi Marg,
New Delhi-110001

Subject: Environment Clearance for Revision/Expansion of Residential Plotted Colony "ESENCIA" at Sector-67, 67 A, District Gurgaon, Haryana.

Dear Sir,

This letter is in reference to your application no. APL/P(SALC)/SL4/50/MoEF/SEIAA/14/292 dated 09.01.2015 addressed to M.S. SEIAA, Haryana received on 09.01.2015 and subsequent letters dated 27.06.2016 and 18.05.2018 seeking prior Environmental Clearance for the above project under the EIA Notification, 2006. The proposal was transferred to MoEF & CC, GoI on 27.03.2015. No action was taken and the case was returned to SEIAA on 31.08.2015 after its constitution. The proposal has been appraised as per prescribed procedure in the light of provisions under the EIA Notification, 2006 on the basis of the mandatory documents enclosed with the application viz., Form-1, Form I-A, Conceptual Plan and EIA/EMP on the basis of approved TOR by MoEF, GoI in its 148th meeting held on 19.05.2015 and additional clarifications furnished in response to the observations of the State Expert Appraisal Committee (SEAC) constituted by MOEF & CC, GOI vide their Notification 21.08.2015, in its meeting held on 28.07.2016, 07.10.2016, 16.10.2017, 10.05.2018 and 05.06.2018 awarded "Gold" grading to the project.

[2] It is inter-alia, noted that the project involves the proposed the Revision/Expansion of Residential Plotted Colony "ESENCIA" at Sector-67, 67 A, District Gurgaon, Haryana on a total plot area of 937818.61 sqm (231.74 Acres) (Existing 566560.40 sqm + Expansion 371258.61 sqm). The total built up area shall be 1620388 sqm. (Existing: 5,83,490 sqm + Expansion 10,36,898 sq.m.). The proposed project shall have other plots and other facilities (Commercial, Club House, Community Centre, PHCs, Schools) etc. The proposed project shall have total 2020 Nos. of Dwelling Units (404 EWS Units + 507 NPWL Units + 1109 Regular Plots). The total water requirement shall be 5198 KLD. The fresh water requirement shall be 2563 KLD. The waste water generation shall be 3368 KLD which will be treated in the 3STPs of 4700 KLD (1500 KLD + 1500 KLD + 1700 KLD) capacity. The total power requirement shall be 28 MVA which will be supplied by DHBVN. The Project Proponent has proposed to develop green belt on 75.748 Acres (32.68%). The Project Proponent proposed to construct 277

rain water harvesting pits. The solid waste generation will be 15181 kg/day. The bio-degradable waste will be treated in the project area by adopting appropriate technology. The total parking spaces proposed are 2320 ECS.

[3] The State Expert Appraisal Committee, Haryana after due consideration of the relevant documents submitted by the project proponent and additional clarification furnished in response to its observations, have recommended the grant of environmental clearance for the project mentioned above, subject to compliance with the stipulated conditions. Accordingly, the State Environment Impact Assessment Authority in its meeting held on 25.07.2018 decided to agree with the recommendations of SEAC to accord necessary environmental clearance for the project under Category 8(b) of EIA Notification 2006 subject to the strict compliance with the specific and general conditions mentioned below:-

PART A-
SPECIFIC CONDITIONS:-
Construction Phase:-

- [1] "Consent for Establish" shall be obtained from Haryana State Pollution Control Board under Air and Water Act and a copy shall be submitted to the SEIAA, Haryana before the start of any construction work at site.
- [2] A first aid room as proposed in the project report shall be provided both during construction and operational phase of the project.
- [3] Adequate drinking water and sanitary facilities shall be provided for construction workers at the site. Provision should be made for mobile toilets. Open defecation by the laboures is strictly prohibited. The safe disposal of solid wastes/ waste water generated during the construction phase should be ensured. Efforts shall be made to provide mobile STP for treatment of waste water during the construction phase.
- [4] All the topsoil excavated during construction activities shall be stored for use in horticulture/landscape development within the project site.
- [5] The project proponent shall ensure that the building material required during construction phase is properly stored within the project area and disposal of construction waste should not create any adverse effect on the neighboring communities and should be disposed of after taking necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
- [6] Construction spoils, including bituminous material and other hazardous materials, must not be allowed to contaminate watercourses and the dump sites for such material must be secured so that they should not leach into the ground water and any hazardous waste generated during construction phase, should be disposed off as

per applicable rules and norms with necessary approval of the Haryana State Pollution Control Board.

- [7] The diesel generator sets to be used during construction phase shall be of ultra low sulphur diesel type and should conform to Environment (Protection) Rules prescribed for air and noise emission standards.
- [8] The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from Chief Controller of Explosives shall be taken.
- [9] Ambient noise levels shall conform to the Commercial/Industrial standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be taken to reduce ambient air pollution and noise level during construction phase, so as to conform to the stipulated Commercial/Industrial standards of CPCB/MoEF.
- [10] Fly ash shall be used as building material in the construction as per the provisions of Fly Ash Notification of September 1999 and as amended on 27th August 2003.
- [11] Storm water control and its re-use as per CGWB and BIS standards for various applications should be ensured.
- [12] Water demand during construction shall be reduced by use of pre-mixed concrete, curing agents and other best practices.
- [13] In view of the severe constrains in water supply augmentation in the region and sustainability of water resources, the developer will submit the NOC from CGWA specifying water extraction quantities and assurance from HUDA/ utility provider indicating source of water supply and quantity of water with details of intended use of water – potable and non-potable. Assurance is required for both construction and operation stages separately. It shall be submitted to the SEIAA and RO, MOEF, Chandigarh before the start of construction.
- [14] Roof must meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material.
- [15] Opaque wall must meet prescriptive requirement as per Energy Conservation Building Code which is proposed to be mandatory for all air conditioned spaces while it is desirable for non-air-conditioned spaces by use of appropriate thermal insulation material to fulfill requirement.
- [16] The approval of the competent authority shall be obtained for structural safety of the building on account of earthquake, adequacy of fire fighting equipments, etc. as per National Building Code including protection measures from lightening etc.
- [17] Overexploited groundwater and impending severe shortage of water supply in the region requires the developer to redraw the water and energy conservation plan. Developer shall reduce the overall footprint of the proposed development. Project proponent shall incorporate water efficiency /savings measures as well as water

reuse/recycling within 3 months and before start of construction to the SEIAA, Haryana and RO, MOEF, GOI, Chandigarh.

- [18] The Project Proponent as stated in proposal shall construct 277 nos. rain water harvesting structure for recharging the ground water within the project premises. Rain water harvesting pits shall be designed to make provisions for silting chamber and removal of floating matter before entering harvesting pit. Maintenance budget and persons responsible for maintenance must be provided. Care shall also be taken that contaminated water do not enter any RWH pit.
- [19] The project proponent shall provide for adequate fire safety measures and equipments as required by Haryana Fire Service Act, 2009 and instructions issued by the local Authority/Directorate of fire from time to time. Further the project proponent shall take necessary permission regarding fire safety scheme/NOC from competent Authority as required.
- [20] The Project Proponent shall obtain assurance from the DHBVN for total supply of 28 MVA of power supply before the start of construction. In no case project will be operational solely on generators without any power supply from any external power utility.
- [21] Detail calculation of power load and ultimate power load of the project shall be submitted to DHBVN under intimation to SEIAA Haryana before the start of construction. Provisions shall be made for electrical infrastructure in the project area.
- [22] The Project Proponent shall not raise any construction in the natural land depression / Nallah/water course and shall ensure that the natural flow from the Nallah/water course is not obstructed.
- [23] The Project Proponent shall keep the plinth level of the building blocks sufficiently above the level of the approach road to the Project. Levels of the other areas in the Projects shall also be kept suitably so as to avoid flooding.
- [24] Construction shall be carried out so that density of population does not exceed norms approved by Director General Town and Country Department Haryana.
- [25] The Project Proponent shall submit an affidavit with the declaration that ground water will not be used for construction and only treated water should be used for construction.
- [26] The project proponent shall not cut any existing tree and project landscaping plan should be modified to include those trees in green area.
- [27] The project proponent shall ensure that ECBC norms for composite climate zone are met. In particular building envelope, HVAC service, water heating, pumping, lighting and electrical infrastructure must meet ECBC norms.

- [28] The Project Proponent shall provide 3 meter high barricade around the project area, dust screen for every floor above the ground, proper sprinkling and covering of stored material to restrict dust and air pollution during construction.
- [29] The project proponent shall construct a sedimentation basin in the lower level of the project site to trap pollutant and other wastes during rains.
- [30] The project proponent shall provide proper rasta of proper width and proper strength for the project before the start of construction.
- [31] The project proponent shall ensure that the U-value of the glass is less than 3.177 and maximum solar heat gain co-efficient is 0.25 for vertical fenestration.
- [32] The project proponent shall adequately control construction dusts like silica dust, non-silica dust and wood dust. Such dusts shall not spread outside project premises. Project Proponent shall provide respiratory protective equipment to all construction workers.
- [33] The project proponent shall provide fire control room and fire officer for building above 30 meter as per National Building Code.
- [34] The project proponent shall obtain permission of Mines and Geology Department for excavation of soil before the start of construction.
- [35] The project proponent shall seek specific prior approval from concerned local Authority/HUDA regarding provision of storm drainage and sewerage system including their integration with external services of HUDA/ Local authorities beside other required services before taking up any construction activity.
- [36] The project proponent shall discharge excess of treated waste water/storm water in the public drainage system and shall seek permission of HUDA before the start of construction.
- [37] The project proponent shall maintain the distance between STP and water supply line.
- [38] The project proponent shall ensure that the stack height is 6 meter more than the highest tower.
- [39] The project proponent shall ensure that structural stability to withstand earthquake of magnitude 8.5 on Richter scale.
- [40] Vertical fenestration shall not exceed 60% of total wall area.

Operational Phase:

- [a] "Consent to Operate" shall be obtained from Haryana State Pollution Control Board under Air and Water Act and a copy shall be submitted to the SEIAA, Haryana.
- [b] The Sewage Treatment Plant (STP) shall be installed for the treatment of the sewage to the prescribed standards including odour and treated effluent will be recycled to achieve zero exit discharge. The installation of STP shall be certified

by an independent expert and a report in this regard shall be submitted to the SEIAA, Haryana before the project is commissioned for operation. Tertiary treatment of waste water is mandatory. The project proponent shall remove not only Ortho-Phosphorus but total Phosphorus to the extent of less than 2mg/liter. Similarly total Nitrogen level shall be less than 2mg/liter in tertiary treated waste water. Discharge of treated sewage shall conform to the norms and standards of CPCB/ HSPCB, whichever is environmentally better. Project Proponent shall implement such STP technology which does not require filter backwash. The project proponent shall essentially provide 3STPs preferably equivalent to 50% of total capacity or as per the initial occupancy as the case may be.

- [c] Separation of the grey and black water should be done by the use of dual plumbing line. Treatment of 100% grey water by decentralized treatment should be done ensuring that the re-circulated water should have BOD level less than 5 mg/litre and the recycled water will be used for flushing, gardening and DG set cooling etc.
- [d] For disinfection of the treated wastewater ultra-violet radiation or ozonization process should be used.
- [e] Diesel power generating sets proposed as source of back-up power for lifts, common area illumination and for domestic use should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The location of the DG sets shall be in the basement as promised by the project proponent with appropriate stack height above the highest roof level of the project as per the CPCB norms. The diesel used for DG sets shall be ultra low sulphur diesel (35 ppm sulphur), instead of low sulphur diesel.
- [f] Ambient Noise level should be controlled to ensure that it does not exceed the prescribed standards both within and at the boundary of the Proposed Residential Plotted Colony.
- [g] The project proponent as stated in the proposal shall maintain at least 32.68% as green cover area for tree plantation especially all around the periphery of the project and on the road sides preferably with local species which can provide protection against noise and suspended particulate matter. The open spaces inside the project shall be preferably landscaped and covered with vegetation/grass, herbs & shrubs. Only locally available plant species shall be used.
- [h] The project proponent shall strive to minimize water in irrigation of landscape by minimizing grass area, using native variety, xeriscaping and mulching, utilizing efficient irrigation system, scheduling irrigation only after checking evapo-transpiration data.
- [i] Rain water harvesting for roof run-off and surface run-off, as per plan submitted should be implemented. Before recharging the surface run off, pre-treatment through sedimentation tanks must be done to remove suspended matter, oil and

grease. The bore well for rainwater recharging shall be kept at least 5 mts. above the highest ground water table. Care shall be taken that contaminated water do not enter any RWH pit. The project proponent shall avoid Rain Water Harvesting of first 10 minutes of rain fall. Roof top of the building shall be without any toxic material or paint which can contaminate rain water. Wire mesh and filters should be used wherever required.

- [j] The ground water level and its quality should be monitored regularly in consultation with Central Ground Water Authority.
- [k] A report on the energy conservation measures conforming to energy conservation norms finalized by Bureau of Energy Efficiency should be prepared incorporating details about building materials & technology, R & U Factors etc and submitted to the SEIAA, Haryana in three months time.
- [l] Energy conservation measures like installation of LED only for lighting the areas outside the building and inside the building should be integral part of the project design and should be in place before project commissioning. Use of solar panels must be adapted to the maximum energy conservation.
- [m] The Project Proponent shall use zero ozone depleting potential material in insulation, refrigeration, air-conditioning and adhesive. Project Proponent shall also provide halon free fire suppression system.
- [n] The solid waste generated should be properly collected and segregated as per the requirement of the MSW Rules, 2000 and as amended from time to time. The bio-degradable waste should be treated by appropriate technology (proposed OWC) at the site ear-marked within the project area and dry/inert solid waste should be disposed off to the approved sites for land filling after recovering recyclable material.
- [o] The provision of the solar water heating system shall be as per norms specified by HAREDA and shall be made operational in each building block.
- [p] The traffic plan and the parking plan proposed by the Project Proponent should be meticulously adhered to with further scope of additional parking for future requirement. There should be no traffic congestion near the entry and exit points from the roads adjoining the proposed project site. Parking should be fully internalized and no public space should be used.
- [q] The Project shall be operationalized only when HUDA/local authority will provide domestic water supply system in the area.
- [r] Operation and maintenance of STP, solid waste management and electrical Infrastructure, pollution control measures shall be ensured even after the completion of project.
- [s] Different type of wastes should be disposed off as per provisions of municipal solid waste, biomedical waste, hazardous waste, e-waste, batteries & plastic rules

made under Environment Protection Act, 1986. Particularly E-waste and Battery waste shall be disposed of as per existing E-waste Management Rules 2011 and Batteries Management Rules 2001. The project proponent shall maintain a collection center for E-waste and it shall be disposed of to only registered and authorized dismantler as per existing E-waste Management Rules 2011.

- [t] Standards for discharge of environmental pollutants as enshrined in various schedules of rule 3 of Environment Protection Rule 1986 shall be strictly complied with.
- [u] The project proponent shall make provision for guard pond and other provisions for safety against failure in the operation of wastewater treatment facilities. The project proponent shall also identify acceptable outfall for treated effluent.
- [v] The project proponent shall ensure that the stack height of DG sets is as per the CPCB guide lines and also ensure that the emission standards of noise and air are within the CPCB latest prescribed limits. Noise and Emission level of DG sets greater than 800 KVA shall be as per CPCB latest standards for high capacity DG sets.
- [w] All electric supply exceeding 100 amp, 3 phase shall maintain the power factor between 0.98 lag to 1 at the point of connection.
- [x] The project proponent shall minimize heat island effect through shading and reflective or pervious surface instead of hard surface.
- [y] The project proponent shall not use fresh water for HVAC and DG cooling. Air based HVAC system should be adopted and only treated water shall be used by project proponent for cooling, if it is at all needed. The Project Proponent shall also use evaporative cooling technology and double stage cooling system for HVAC in order to reduce water consumption. Further temperature, relative humidity during summer and winter seasons should be kept at optimal level. Variable speed drive, best Co-efficient of Performance (CoP), as well as optimal Integrated Point Load Value and minimum outside fresh air supply may be resorted for conservation of power and water. Coil type cooling DG Sets shall be used for saving cooling water consumption for water cooled DG Sets.
- [z] The project proponent shall ensure that the transformer is constructed with high quality grain oriented, low loss silicon steel and virgin electrolyte grade copper. The project proponent shall obtain manufacturer's certificate also for that.
- [aa] Water supply shall be metered among different users and different utilities.
- [ab] The project proponent shall ensure that exit velocity from the stack should be sufficiently high. Stack shall be designed in such a way that there is no stack down-wash under any meteorological conditions.

- [ac] The project proponent shall provide water sprinkling system in the project area to suppress the dust in addition to the already suggested mitigation measures in the Air Environment Chapter of EMP.
- [ad] The project proponent shall provide additional green area on terrace and roof top.
- [ae] The project proponent shall ensure proper Air Ventilation and light system in the basements area for comfortable living of human being and shall ensure that number of Air Changes per hour/(ACH) in basement never falls below 15. In case of emergency capacity for increasing ACH to the extent of 30 must be provided by the project proponent.
- [af] The project proponent shall install solar panel for energy conservation.

PART-B. GENERAL CONDITIONS:

- [i] The Project Proponent shall ensure the commitments made in Form-1, Form-1A, EIA/EMP and other documents submitted to the SEIAA for the protection of environment and proposed environmental safeguards are complied with in letter and spirit. In case of contradiction between two or more documents on any point, the most environmentally friendly commitment on the point shall be taken as commitment by project proponent.
- [ii] The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the northern Regional Office of MoEF, HSPCB and SEIAA Haryana.
- [iii] STP outlet after stabilization and stack emission shall be monitored monthly. Other environmental parameters and green belt shall be monitored on quarterly basis. After every 3 (three) months, the project proponent shall conduct environmental audit and shall take corrective measure, if required, without delay.
- [iv] The SEIAA, Haryana reserves the right to add additional safeguard measures subsequently, if found necessary. Environmental Clearance granted will be revoked if it is found that false information has been given for getting approval of this project. SEIAA reserves the right to revoke the clearance if conditions stipulated are not implemented to the satisfaction of SEIAA/MoEF.
- [v] The Project proponent shall not violate any judicial orders/pronouncements issued by any Court/Tribunal.
- [vi] All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest Conservation Act, 1980 and Wildlife (Protection) Act, 1972, Forest Act, 1927, PLPA 1900, etc. shall be obtained, as applicable by project proponents from the respective authorities prior to construction of the project.

- [vii] The Project proponent should inform the public that the project has been accorded Environment Clearance by the SEIAA and copies of the clearance letter are available with the Haryana State Pollution Control Board & SEIAA. This should be advertised within 7 days from the date of issue of the clearance letter at least in two local newspapers that are widely circulated in the region and the copy of the same should be forwarded to SEIAA Haryana. A copy of Environment Clearance conditions shall also be put on project proponent's web site for public awareness.
- [viii] Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the Project Proponent if it was found that construction of the expansion project has been started before obtaining prior Environmental Clearance.
- [ix] Any appeal against the this Environmental Clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.
- [x] Corporate Environment and Social Responsibility (CSER) shall be laid down by the project proponent (2% shall be earmarked) as per guidelines of MoEF, GoI Office Memorandum No. J-11013/41/2006-IA.II(I) dated 18.05.2012 and Ministry of Corporate Affairs, GoI Notification Dated 27.02.2014. A separate audit statement shall be submitted in the compliance. Environment related work proposed to be executed under this responsibility shall be undertaken simultaneously. The project proponent shall select and prepare the list of the work for implementation of CSER of its own choice and shall submit the same before the start of construction.
- [xi] The fund ear-marked for environment protection measures should be kept in separate account and should not be diverted for other purposes and year wise expenditure shall be reported to the SEIAA/RO MoEF, GoI under rules prescribed for Environment Audit.
- [xii] The project proponent shall ensure the compliance of Forest Department, Haryana Notification no. S.O.121/PA2/1900/S.4/97 dated 28.11.1997.
- [xiii] The Project Proponent shall ensure that no vehicle during construction/operation phase enter the project premises without valid 'Pollution Under Control' certificate from competent Authority.
- [xiv] Besides the developer/applicant, the responsibility to ensure the compliance of Environmental Safeguards/ conditions imposed in the Environmental Clearance letter shall also lie on the licensee/licensees in whose name/names the license/CLU has been granted by the Town & Country Planning Department, Haryana.
- [xv] 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, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; PM_{2.5}, PM₁₀, SO_x, NO_x, Ozone, Lead, CO, Benzene, Ammonia, Benzopyrine, arsenic and Nickel. (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.

- [xvi] The environmental statement for each financial year ending 31st March in Form-V as is mandated to be submitted by the project proponent to the HSPCB Panchkula 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 the EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.
- [xvii] The project proponent shall conduct environment audit at every three months interval and thereafter corrected measures shall be taken without any delay. Details of environmental audit and corrective measures shall be submitted in the monitoring report.
- [xviii] The project proponent shall seek fresh environmental clearance in case any modification /revision is required at a later stage due to exchange of revenue rasta existing in the project area or change in any plan due to combined zoning plan.
- [xix] The validity of this environment clearance letter is valid up to 7 years from the date of issuance of EC letter. The environment clearance conditions applicable till life space project in case of Residential project will continue to apply. The resident welfare association/Housing co-operative societies shall responsible to comply conditions laid down in EC. In case of violation the action would be taken as per the laid down law of land. Compliance report should be sent to this office till life of the project.
- [xx] If project is not completed within the validity period then the project proponent shall submit the application for extension of validity within one month before the lapse of validity period of Environment Clearance i.e. 7 years.
- [xxi] The project proponent should intimate to the Authority well before shifting their address of communication.



Chairman,
State Level Environment Impact
Assessment Authority, Haryana, Panchkula.

Endst. No. SEIAA/IR/2018/ 1064

Dated: 20-8-18.....

A copy of the above is forwarded to the following:

1. The Additional Director (IA Division), MoEF&CC, Gol, Indra Paryavaran Bhavan, Zor bagh Road-New Delhi.
2. The Regional office, Ministry of Environment, Forests & Climate Change, Govt. of India, Bay's no. 24-25, Sector 31-A, Dakshin Marg, Chandigarh.
3. The Chairman, Haryana State Pollution Control Board, C-11, Sector-6, Pk1.

Chairman,
State Level Environment Impact
Assessment Authority, Haryana, Panchkula.

MAY-2021

LOG BOOK

Moving Bed Biofilm Reactor Technology - Capacity 25 KLD

LIMTEX INDIA

29/2A, Ashok Nagar, Near Tliak Nagar Metro Station, New Delhi-110018
 Phone: 8285106103 E-mail: limtexindia@gmail.com
 Mob.: +91 9888504130, +91 9911541254, +91 9560115116

For the Site of ANSAL BSCENTIA D-Block

DATE: 17/05/2021

SL. NO	TIME	MEASUREMENTS			RAW SEWAGE PUMPS	FILTRATION		BACK WASH	FILTER FEEDS PUMPS		RE-CIRCULATION		SLUDGE DISPOSAL		GARDEN PUMPS		FILTER PRESS		AIR BLOWERS		TLOAD	SIGN	REMARKS
		PH	CL	DO		IN FLOW	OUT FLOW		MGF	ACF	MGF	ACF	START	STOP	LOAD	START	STOP	LOAD	START	STOP			
1	7:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
2	8:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
3	9:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
4	10:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
5	11:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
6	12:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
7	13:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
8	14:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
9	15:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
10	16:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
11	17:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
12	18:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
13	19:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
14	20:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
15	21:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
16	22:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
17	23:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
18	24:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
19	1:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
20	2:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
21	3:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
22	4:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
23	5:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
24	6:00				ON	ON	ON		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON			Normal
Note: 1. Inlet flow meter Not working 2. Outlet flow meter Not working 3. All outlets PTI meter Not working 4. Raw sewage sump pump depending on inlet flow meter																							

Notes: 1. Meter Reading

RWH → 4227.3 - 4283.4 = 56.1
 KVWH → 5272.5 - 5339.0 = 66.5

SEWAGE IN INLET
 BOD: 250-400 mg/l
 COD: 600-800 mg/l
 PH: 7.5-8.5 mg/l
 S.S: 200-450 mg/l
 OIL/GREASE: 15-20 mg/l
 DO: NIL

SEWAGE IN OUTLET
 BOD: <= 10-20 mg/l
 COD: <= 50 mg/l
 PH: <= 7.2-7.5 mg/l
 S.S: <= 20 mg/l
 OIL/GREASE: NIL
 DO: <= 2 mg/l

Operator Shift
 A → Shift
 B → Backup
 C → Shift

MAY-24

LOG BOOK

Moving Bed Biofilm Reactor Technology - Capacity, 25 KL/D
M-B-B-R



LIMTEX INDIA
29/2A, Ashok Nagar, Near Tikak Nagar Metro Station, New Delhi-110018
E-mail: limtexindia@gmail.com
Phone: 8285106103
Mob.: +91 9911541254, +91 9560115116

DATE: 09/05/2024

For the Site of ANSAL ESENCIA D-Block

SL. NO	TIME	MEASUREMENTS		RAW SEWAGE PUMPS		FILTRATION		BACK WASH		FILTER FEEDS PUMPS		RE-CIRCULATION		SLUDGE DISPOSAL		GARDEN PUMPS		FILTER PRESS		AIR BLOWERS		TLOAD	SIGN	REMARKS	
		PH	CL	DO	IN FLOW	OUT FLOW	E-METER	START	STOP	LOAD	MGF	AGE	START	STOP	LOAD	START	STOP	LOAD	START	STOP	LOAD				START
A->	7:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. New
	8:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	9:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. New
	10:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	11:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. New
	12:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	13:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. New
B->	14:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. New
	15:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	16:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	17:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	18:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	19:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	20:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	21:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	22:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	23:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	24:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
C->	1:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	2:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	3:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	4:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	5:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "
	6:00	7.5	0.1	0.1	N/A	N/A	ON	OFF	-	ON	OFF	ON	OFF	-	OFF	OFF	ON	OFF	ON	OFF	ON	OFF	-		Bully. "

Operator Shift
A->Bully.
B->Shobh
C->Pabul

Referencing in progress

Daily Reporting

IN let slow meter xbt A/B

OUT let slow meter not working

Raw sewage sump pump not working and under repair

PH meter not working

E-Meter Reading

KWh -> 3889.3 - 3931.7 = 42.4

KVAh -> 4888.5 - 4921.2 = 52.7

SEWAGE IN INLET
BOD: 250-400 mg/l
COD: 600-800 mg/l
PH: 7.5-8.5 mg/l
S.S: 200-450 mg/l
OIL/GREASE: 15-20 mg/l

SEWAGE IN OUTLET
BOD: 10-20 mg/l
COD: 50 mg/l
PH: 7.2-7.5 mg/l
S.S: 20 mg/l
OIL/GREASE: NIL - trace

LOG BOOK

For SEWAGE TREATMENT PLANT

Technology:- Capacity:- 25+25 = 50KLD



29/2A, Ashok Nagar, Near Tikka Nagar Metro Station, New Delhi-110018
 Phone: 8285106103 E-mail: limtexindia@gmail.com
 Mob: +91 9868504130, +91 9911541254, +91 9560115116

DATE: 13/04/2024

For the Site of Anand - B - Belack - Part - 1

SL. NO	TIME	PH		MEASUREMENTS		RAW SEWAGE PUMPS		FILTRATION		BACK WASH		FILTER FEEDS PUMPS		RE-CIRCULATION		SLUDGE DISPOSAL		GARDEN PUMPS		FILTER PRESS		AIR BLOWERS		T.LOAD	SIGN	REMARKS
		CL	DO	IN FLOW	OUT FLOW	E-METER	START	STOP	LOAD	MGF	ACF	MGF	ACF	START	STOP	LOAD	START	STOP	LOAD	START	STOP	LOAD	START			
	7:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	8:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	9:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	10:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	11:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	12:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	13:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	14:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	15:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	16:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	17:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	18:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	19:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	20:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	21:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	22:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal
	23:00	7.5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			Normal

110

NOTES:

SEWAGE IN INLET
 BOD: 250-400 mg/l
 COD: 600-800 mg/l
 PH: 7.5-8.5 mg/l
 S.S: 200-450 mg/l
 OIL/GREASE 15-20 mg/l

SEWAGE IN OUTLET
 BOD: <= 10-20mg/l
 COD: <= 50 mg/l
 PH: <= 7.2-7.5 mg/l
 S.S: <= 20 mg/l
 OIL/GREASE: NIL
 DO: 2 mg/l

In let meter broken



WORK ORDER

M/s. Vision EarthCare Pvt. Ltd.
202/4, Mandakini, Cosmopolitan CHSL,
Plot No. 19A, NERUL, Navi Mumbai, Raigad,
Maharashtra -400706

Ref.: API/SVP[S]/WO/Versalia/2021-22/1365

Date : 06.05.2021

Site: Gurgaon, Haryana

PAN No : AACCV1038L
GST No.: 27AACCV1038L1Z8
P.F.No. : TH/THA/1006464
ESI No. : 34000309000000999
Kind Attn.: Dr. S. Chandrashekar
Contact No. : +91-22-27718444

Sub Site: "VERSALIA" Sector -67,
Badshahpur, Gurgaon.

GST No.: 06AAACA0006D1ZQ
Essencia Sector-67, Gurgaon, Haryana

Subject: Supply, installation, testing and commissioning of 500KLD CAMUS-SBT type Waste Water Recycling Plant at our "VERSALIA", Sector -67, Gurugram, Haryana.

Dear Sir,

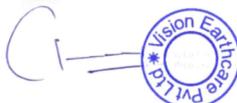
This has reference to your offer dated 09.01.2019 & subsequent discussions you had with us. We are pleased to place an order on you for Supply, Installation, testing and commissioning of 500KLD CAMUS-SBT type Waste Water Recycling Plant at our "VERSALIA", Sector -67, Gurugram, Haryana, subject to the following terms and conditions:

- Scope of Work : of work includes Supply, Installation, testing and commissioning of 500KLD CAMUS-SBT type Waste Water Recycling Plant at our "VERSALIA", Sector -67, Gurugram, Haryana, complete as per specifications and instructions of APIL or his authorized representative.
- Date of Start : Immediate
- Date of Completion : By 6th May 2023 or with in 6 months of completion of civil structure.
- Contract Value : The contract value is **Rs. 49,50,000.00** [Rupees: Fourty Nine Lakhs Fifty Thousand only] based on the item of works, their Quantities and mutually agreed rates.
- Bill of Material/Parameters : Annexure -I, Page 1 to 10, Enclosed

Versalia, STP, WO.

VEC,[Work Order], Page 1 of 6

Ansal Properties & Infrastructure Ltd.
(An ISO 14001 : 2004 & OHSAS 18001 : 2007)
115, Ansal Bhowan 18, Kasturba Gandhi Marg, New Delhi - 110 001
Tel. 23353550; 66302268 / 69 / 70 / 72.
Website: www.ansalapi.com
CIN-L45101DL1967PLC004759
Email: customercare@ansalapi.com, TOLL FREE NO. 1800 266 5563



Terms and Conditions:

1. The work has to be started immediately and coordinated along with the civil works.
2. The work is to be carried out as per standard engineering practices, IS codes, CPWD specifications 1998 and direction of the Project in-charge. Defective works or bad workmanship shall be redone/ repaired by you to the satisfaction of the project-in-charge, without any extra charges.
3. You shall prepare all the shop drawings, and to be got approved from us before commencing any work.
4. All dimensions and specifications etc. as shown on shop drawing or as directed shall be strictly adhered to. Any defective work shall be rebuilt without any extra cost to the company.
5. The quantities mentioned in the BOQ are tentative and may vary as per the site conditions/ direction of the site –in-charge.
6. GST, PF Challan, Details of PF challan, ESI Challan and P.F. contribution certificate on account APIPL shall be submitted along with every running bills.
7. All the materials shall be used as specified. In case of any variation or absence of approved make, samples shall be submitted in advance and prior approval shall be taken from APIPL or his representative.
8. The rates mentioned in the BOQ are inclusive of costs of required materials and labour, along with all taxes, duties as applicable, transportation, octroi, Toll Tax etc. all insurances and also costs of administrative charges, tools & tackles and Contractor's profits and overheads etc. required to complete the works to the full intent of specifications and best Engineering practice. **GST shall be paid extra.**
9. **ESCALATION:** No escalation will be applicable over the contract rates.
10. You will abide by all labour laws, safety rules and will adhere to Minimum Wages Act, Employees Provident Fund Act etc. You will indemnify Owners in this regard. In case of accident compensation if any to your workmen shall be paid by you.
11. For any dispute arising out of this order, decision of the Director- APIPL will be final and binding.

Versalia, STP, WO.

VEC,[Work Order], Page 2 of 6

Ansal Properties & Infrastructure Ltd.
(An ISO 14001 : 2004 & OHSAS 18001 : 2007)
115, Ansal Bhaswan, 16, Kasturba Gandhi Marg, New Delhi - 110 001
Tel : 23353590-66302269 / 69 / 70 / 72
Website : www.ansalapi.com
CIN-L45101DL1967PLC004759
Email: customercare@ansalapi.com, TOLL FREE NO. 1800 266 5565




12. You shall keep the site neat and clean remove all the rubbish arising out of the work out of the site as and when directed and at the time of handing over of the site.
13. Time will be considered essence of this Contract. Entire work shall be completed with in period stipulated.
14. **Water & Electricity:** You shall be provided the Water free of cost at one point, further distribution shall in your scope. Electricity for the erection of the work will be given on chargeable basis at one point.
15. The Storage-cum-Office space will be provided to you at site, however required MS/GI sheeting to create partitions, enclosures etc. will be your responsibility and you will make the area lockable. You will also provide your own watch & ward arrangements.
16. Any major cutting, breaking and construction of civil structure (s) will not be in your scope, unless otherwise mentioned in the scope of work.
17. You will create your own labour camp outside the project site. Water, electricity and other utilities required for labour camp will be contractor's responsibility.
18. **Defect Liability Period:** The defect liability period for all works shall be 05 (Five) Year from the date of practical completion of work as certified / fixed by representative of APIL If the defect is not rectified within Three working days from written intimation, APIL shall get the work done at your risk and cost and shall recover the cost from your retention money. During the guarantee period, you shall be responsible to rectify any defect at your own cost to maintain the work in proper condition.
19. **Liquidated Damages:** In the event of your failure to complete the works covered under this Work Order within the specified period as above, you shall be liable to pay us by way of liquidated damages and not by way of penalty a sum of Rs. 1,000/- per day of delay subject to maximum value of 5% of the contract value. APIL shall be at liberty to recover this amount from you. However, this will not be applicable if extension of time is granted by APIL for delays due to any act of Government and Nature.
20. **Statutory Compliance:** The Contractor shall bear full and final responsibility for the engagement & employment of all labour & all matters related thereto & shall be responsible for the compliance & adherence of all statutory obligations according to acts, rules, byelaws, regulations of the Local/State/Central Government in force & the APIL will have no obligation to keep vigil in this issue, any disputes / controversies in this

Versalia, STP,WO.

VEC,[Work Order], Page 3 of 6

Ansal Properties & Infrastructure Ltd.
 (An ISO 14001 : 2004 & OHSAS 18001 : 2007)
 115, Ansal Bhaswan 18 - Kasturba Gandhi Marg, New Delhi - 110 001
 Tel : 23353550, 66302268 / 69 / 70 / 72.
 Website : www.ansalapi.com
 CIN-L45101DL1967PLC004759
 Email: customercare@ansalapi.com, TOLL FREE NO. 1800 266 5565






respect will have to be met up by the works Contractor at his own cost. Such Compliance's and adherence shall include but not limited to e.g. Factories act 1948, The Contract Labour (Regulation & Abolition) Act 1970, Minimum wages Act 1948, Payment of wages Act 1936, Industrial Disputes Act 1947, Trade Union Act 1926, Workmen's Compensation Act 1923, Employees State Insurance Act 1948, Motor & Transport Workers Act, Apprentice Act 1961, Provident Fund Act, Any other act or enactment relating thereto & rules thereunder. The Contractor shall take Third party insurance policy, as well as get the labour license as per statutory requirements.

The Contractor shall be fully responsible for the above compliance by any sub contractors employed by him. The Contractor shall show proof of his compliance to the APIL; as and when demanded.

21. A **Employee Provident Fund & Employee State Insurance Compliance**

A1 The Vendor shall be liable to comply with the Employees' State Insurance Act 1948 ("ESI Act") and Employees' Provident Fund and Miscellaneous Act 1952 ("EPF Act"). The Vendor shall submit copies of registration/proof of application for registration (in case not registered at the time of execution of this agreement) under EPF Act & ESI Act to the Company. In case of non applicability, the vendor shall mention the specific clause of the Act/Notification/Circular for the same to the satisfaction of HR & Administration Department.

A2 The Vendor shall prepare a list of workers (location wise) on monthly basis in the format provided by Company and shall get the signature of the Project Incharge. The Vendor shall calculate the EPF/ESI amount of the month exclusively for Company based on the list of workers as mentioned above.

A3 The Vendor shall open a separate bank account with Project Incharge of the Company as a joint signatory, and deposit both employer & employee contribution on a monthly basis in the said bank account. Project Incharge & the Contractor shall sign the cheque jointly to discharge the statutory liability before due date.

- A.4 The Vendor shall be liable to deduct the employees' contribution of EPF and ESI and deposit the same along with his part of the contribution of EPF and ESI within the statutory period and shall provide the following details to the Company:
- PF challan with TRR number
 - ECR file (Electronic challan cum return)

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VEC,[Work Order], Page 4 of 6

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Handwritten signature



- c. Challan acknowledgement slip
- d. Remittance confirmation slip
- e. Copies of monthly returns, i.e., Form 5, 10 & 12A (under EPF Act)
- f. ESI challan
- g. ESI online working

The above mentioned documents shall be provided under his signature to the Company within one week of depositing the same to the respective authorities, but in any case not later than 30th of the succeeding month. The Vendor will be paid for the services provided by it, only when it provides the abovementioned documents in the stipulated time.

A.5 The Company shall be indemnified by Vendor for any action brought against it for any violation/non-compliance of any of the provisions of EPF Act & ESI Act. Additionally, non compliance or violation of any of these provisions of the above mentioned Acts would lead to the immediate termination of this agreement.

The Contractor shall be fully responsible for the above compliance by any sub contractors employed by him. The Contractor shall show proof of his compliance to the APIL ; as and when demanded.

Payment terms:

- **Rs. 4,95,000/-** [Rupees: Four Lakhs Ninety Five Thousand only]. Mobilization Advance against undated cheque of equal amount. Advance shall be recovered from Ind R.A. bill onwards in Four equal installments.
 - 20% Of contract value on design of drawings.
 - 25% at supply of Media.
 - 20% at supply of Culture/catalyst
 - 25% at supply of electromechanical items
 - 05% at Commissioning
 - 05% After One Year from the date of commissioning.

Running payments shall be released within 30 days of certification of bills after deduction of TDS.

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VEC,[Work Order], Page 5 of 6

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Ans



Building lifestyles since 1967

'Administration Charges' non-refundable @ 0.50% to be deducted from every RA Bill or work done.

Retention money will be deducted @ 5% from each Running Bills. The amount of retention money shall be refunded to the contractor on satisfactory completion of defects liability period of 05 Years. However, we will released the retention money after 01 year of DLP, but contractor should be submitted to us Bank verified (signature verified) undated cheque for the same amount.

The payment will be made by cheque after deducting statutory Income Tax etc. (as per prevailing law). TDS and necessary certificates will be issued to this effect, as per prevailing laws. All the bill (s) shall be raised in the name of M/s. APIL. All the Running Account Bills duly checked and verified by Project-in-Charge as per items/ rates given in BOQ.

Please return one copy duly signed as a token of your acceptance of the above terms and conditions.

Yours faithfully,
for Ansal Properties & Infrastructure Ltd.

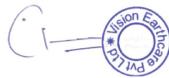
(Accepted)
for Vision EarthCare Pvt. Ltd.

Ajay P. Sharma
Sr. Vice President [S]

Ajay Sharma
10/5/2021

Authorised Signatory

- CC: 1. Sr. Consultant [Projects]
2. Account Deptt.
3. Coordination Deptt.
4. Site Incharge -Versalia
5. Office Copy



Versalia, STP, WO.

VEC,[Work Order], Page 6 of 6

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Vision EarthCare Pvt Ltd

Corporate: C001 Toothsmith, Raheja Nest CHS, Lake Homes, Powai 400072
Regd: 202/4, Mandakini, Cosmopolitan CHS, Plot17, Sec19A, Nerul (E) 400706

To,

Mar 28,2024

Ansal Versalia,

Gurugram

Sub: Handover Letter of 500 KLD CAMuS-SBT based Sewage Treatment Plant at Ansal Versalia, Gurugram.

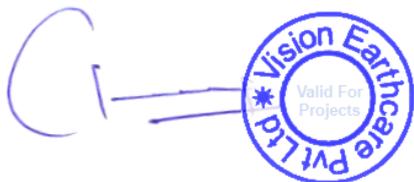
Dear Sir,

We confirm that all works/orders issued to M/s Vision Earthcare Pvt Ltd for the installation of 500 KLD Sewage Treatment Plant based on CAMuS(Continuous Advanced Multistage System- Soil Bio Technology) in premises of Ansal Versalia have been completed as of Feb 10,2024.

I am pleased to inform you that the CAMUS-based 500KLD STP plant was successfully commissioned on 15th February 2024 and has been operational since that date. I am delighted to report that the plant is fully functional and performing effectively.

The CAMUS based 500KLD STP plant and all equipment at the site are functioning properly.

for **Vision Earthcare Pvt Ltd**



Vivek Chauhan (Project Manager)

+91 8976961006

operations@visionearthcare.com

Application Details

Print

From : M/S Esencia (13GUSO162976)

No : 68565873

Date : 22/05/2024 17:11:43

Sub : Application For - **CTO / both / new**

0/21/24, 2:52 PM

Untitled Document

On-line Payment Receipt

Receipt No.	385377648
Depositor Name	Sunil Pattoo
Bank Name.	NA
Bank Id.	1540
Application No.	68565873
Name and Address of Industry	Esencia, Ansal Properties & Infrastructure Ltd. Esencia, Village- Badshahpur, Sector-67, Gurgaon, Haryana, Gurugram, GURGAON NORTH
Name of Regional Office	Gurgaon North
Applied For	CTO - both - new
Payment Date	2024-06-21 14:46:03.356
Payment Details	
CTO Both (Rs.)	1.0
CTO Both (Rs.)	750000.0
Late fee Air (Rs.)	225000.0
Late fee Water (Rs.)	225000.0
Sample Testing BOTH (Rs.)	7200.0
Performance security fee (Rs.)	500000.0
Total Amount Paid (Rs.)	1707201.00
Transaction Status	Successfully Completed



C.C. No.
FIR No.
U/S
P.S.

IN THE COURT OF The National Green Tribunal, New Delhi

Suit / Appeal No. OA No: 382/2022 JURISDICTION OF 202

In re :- Chairman Legal Committee Gancia Residents Welfare Assn. **Plaintiff(s) Or Appellant(s)** Petitioner(s) Complainant(s)

VERSUS

State of Haryana **Defendant(s) / Respondent(s) / Accused**

KNOW ALL to whom these present shall come that I / We F.N. Rai, A. of Ansal Properties & Infrastructure Ltd

The above named Respondent no. 1 do hereby appoint

MR. VIKAS MALHOTRA,
ADVOCATE

advocate vikas malhotra
com.

4e-4th floor world Trade Tower, Bantwana Road Delhi
D-807/2003 9810105043

(herein after called the advocate/s to be my/our Advocate in the above-noted case authorize 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 executions 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 subject to payment of fees for each stage.
To file and take back documents, to admit and/or deny the documents or 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 on paying separate fee.
To deposit, draw and receive money, cheques, case and grant receipts hereof 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 on 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 fit 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 facts, as if done by me/us to all intents and purpose.
And I/We undertake that I / We or my/our duly authorised agent will appear in court and all hearings and will inform the Advocate for appearance when the case is called.
And I/We undersigned do hereby agree not to hold the advocate of 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 for himself.
And I/We undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settle is only for the above case and above Court. 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 and if the case prolongs for more than 3 years the original fee shall be paid again by me/us

IN WITNESS WHERE OF I / We do hereunto set my/our hand to these presents the contents of which have been understood by me / us on this 25 day of March 2022
Accepted subject to the terms of the fees

Vikas Malhotra
Advocate
D/807/2003
9810105043

Client F.N. Rai
Authorized Signature

I identify the Signature/Thumb Impression of the Below Mentioned Person, Who Has been Signed in my presence. The Client.

I identify the signature photo