BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO 884 OF 2022

IN THE MATTER OF:

SANJEEV KUMAR ...APPLICANT

VERSUS

UTTAR PRADESH POLLUTION

CONTROL BOARD & ORS. ...RESPONDENTS

NDOH: 12.04.2023

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VICTORY ASSOCIATES
ADVOCATES & SOLICITORS
FOR THE RESPONDENT NO. 6
19, RAJ NIWAS MARG
CIVIL LINES, DELHI-110054
E-MAIL-VINEET.LEGAL@GMAIL.COM
MOB: 9810815307

PLACE: NEW DELHI
DATE: 02.03.2023

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO 884 OF 2022

IN THE MATTER OF:

SANJEEV KUMAR ...APPLICANT

VERSUS

UTTAR PRADESH POLLUTION CONTROL

BOARD & ORS. ...RESPONDENTS

REPLY ON BEHALF OF RESPONDENT NO. 6, M/S PRATEEK REALTORS INDIA PRIVATE LIMITED

MOST RESPECTFULLY SHOWETH:

1. That the present Reply is being filed on behalf of M/s Prateek Realtors India Private Limited through its Authorised Representative, Col. Raj Shekher Sharma, who is competent to swear the Affidavit on its behalf.

2. That in 1997, the Uttar Pradesh Awas and Vikas Parishad ("Parishad") acquired a large tract of land and after dividing the land into plots, launched a scheme over the said land in 2007-08 under the name of Siddharth Vihar Yojna, wherein the plots were allotted to various entities for development of residential and group housing societies. Despite allotting the plots to various private entities, a large

area under the said scheme is still in the control and supervision of the Uttar Pradesh Awas and Vikas Parishad, and the Parishad is also developing the land through construction of flats or residential plots or other modes.

3. That apart from its own development over the land, the Parishad is also responsible for development of the common civic amenities and facilities inter-alia including construction of roads; Terminal Sewage Treatment Plant; development of green belt; and laying of water electricity lines.

4. That in 2014, a Scheme for Allotment of Bulk Sale Plots in Siddhartha Vihar, Ghaziabad was floated by the Uttar Pradesh Awas and Vikas Parishad, wherein tenders were invited for allotment of five plots for development of group housing. Pursuant thereto, a consortium comprising of various private entities, with the lead member of the consortium being the Answering Respondent, submitted a bid in respect of Plot No. 4/BS-05 measuring 57350.828 square meters and Plot No. 4/BS-01 measuring 97565.68 square meters and emerged as the successful bidder.

5. That pursuant thereto, Lease Agreements were executed on 20.06.2014 with respect to Plot No. 4/BS-01 and Lease Agreement

dated 22.02.2014 with respect to Plot No. 4/BS-05. Copy of Lease Agreement dated 20.06.2014 and Lease Agreement dated 22.02.2014 executed between the Uttar Pradesh Awas Evam Vikas Parishad and the Answering Respondent is annexed and marked as **Annexure-1** and **Annexure-2** respectively.

6. That pursuant to the Lease Agreement, the Answering Respondent decided to establish a group housing society, in the name of "Prateek Grand City" over Plot No. 4/BS-01 & 05 and took steps to secure all regulatory permissions and clearances from the concerned authorities, including the Environmental Clearance and the Consent to Establish. The Answering Respondent was granted the Environmental Clearance on 11.11.2014 by the Ministry of Environment, Forest and Climate Change, Government of India and the Consent to Establish was granted by the Uttar Pradesh Pollution Control Board on 30.04.2015 and Consent to Operate was granted on 12.02.2021. A copy of Environmental Clearance dated 11.11.2014 is annexed and marked as **Annexure-3**. A copy of Consent to Establish dated 30.04.2015 is annexed and marked as **Annexure-4**. A copy of Consent to Operate dated 12.02.2021 is annexed and marked as **Annexure-5**.

7. That the present Original Application has been filed by one of the residents of the Siddharth Vihar Yojna, alleging that roads, green belt, drainage and sewage treatment facilities, parks etc. have not been developed in the area in a proper manner, which is leading to environmental pollution and also causing great hardship to the residents. It is pertinent to mention that the discrepancies alleged are with respect to compliances and development that had to be undertaken by the Parishad.

8. That as noted above, Answering Respondent is the Allottee of only two of the plots in Yojana which encompasses a huge area and comprises of projects of a myriad nature, ranging from, group housing schemes, school, college and the associated infrastructure. Hence, by way of the present Reply, the Answering Respondent is restricting itself to addressing the concerns regarding environmental compliances within its project area.

9. That at the outset, it is respectfully submitted that the Answering Respondent is a company, which is a reputed presence in the industrial circles and prides itself on practicing the highest standards of professional and business ethics in pursuing its commercial interests. The Answering Respondent has been extremely vigilant in

ensuring that all environmental norms and regulations are complied with. The company has got all the necessary approvals, licenses and clearances, required under environmental laws, from the regulatory authorities and considers the same as not only its liability but also its duty as part of responsibly conducting its business interests.

10. That it shall be evident from the contents of the following paragraphs that no environmental pollution of any kind if being caused by the Answering Respondent and all environmental compliances have been strictly ensured by the Answering Respondent.

11. That with regard to sewage treatment facilities, it is respectfully submitted that a well-equipped Sewage Treatment Plant with a capacity of 2000 KLD has been installed at the project site of the Answering Respondent against the admitted estimated flow of 450 KLD. The Answering Respondent has ensured that the STP is operational at all times and the parameters of the treated water are well within the prescribed norms. Presently, the entire treated water is being utilised within the premises of the Answering Respondent, through modes like gardening, washing and flushing.

12. That it is pertinent to mention that the responsibility of construction of the Terminal STP, having a capacity of 43 MLD and catering to

all areas of Siddharth Vihar Yojna, including the project site of the Answering Respondent, is that of the Uttar Pradesh Awas Evam Vikas Parishad and currently, the first phase of construction is going on in relation to the same. The trunk sewer pipeline has been laid by the Parishad and connectivity to the same has already been provided from its project site by the Answering Respondent.

13. That in relation to the management of the solid waste generated in the premises of the Answering Respondent, it is submitted that the Answering Respondent has installed an Organic Waste Convertor [waste composting unit] at the project site, which has the capacity of 1772 kg/day and has entered into an agreement with M/s SVM Infrastate Pvt. Ltd. for handling the balance amount of solid waste generated at the project site of the Answering Respondent, a fact which is also reflected in the Report submitted before this Hon'ble Tribunal.

14. That in relation to green belt development, it is respectfully submitted as against the requirement of planting 388 trees under the approved plan, the Answering Respondent has planted more than 700 trees within its project site, with the area of the green belt also being much more than required in the map and the said fact is also indicated in the Report submitted to this Hon'ble Tribunal. The said exercise

was undertaken by the Answering Respondent as an extension of its ideology to ensure development in synchronization with nature and environment.

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

16. That in terms of Government Order dated 26.09.2011 issued by the State of Uttar Pradesh, it was mandated that in all upcoming residential schemes in the State, ten percent of the dwellings shall be constructed for the Economically Weaker Section [EWS] and ten percent of the dwelling units shall be constructed for Low Income

Group [LIG] segments of the society. A true copy of Government Order dated 26.09.2011 is annexed and marked as **Annexure-6**.

17. That as shall be evident from the sanctioned map of the project of the Answering Respondent, a plan for construction of 39 towers has been sanctioned by the Parishad. Out of the 39 towers, the Answering Respondent has completed the construction of 24 towers. Thereafter, the Answering Respondent applied for the Completion Certificate of 16 towers and the Completion Certificate for 12 of the 16 towers was granted by the Parishad on 16.06.2021 and 06.10.2022. The Answering Respondent is further undertaking the construction of EWS /LIG dwellings within the allotted plots in compliance of the Government Order.

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

19. That the Respondent No. 6 i.e. M/s Prateek Realtor India Pvt. Ltd. is also a stakeholder in the preservation of environment and adopts all measures so as to ensure that no pollution is caused due to its actions. In such circumstances, it is respectfully prayed that the present Original Application may kindly be disposed of, qua the Respondent No. 6 M/s Prateek Realtor India Pvt. Ltd.

For Prateek Realtors India Pvt. Ltd.

Authorised Signatory

Respondent No. 6

VICTORY ASSOCIATES
ADVOCATES & SOLICITORS
FOR THE RESPONDENT NO. 6
19, RAJ NIWAS MARG
CIVIL LINES, DELHI-110054
E-MAIL-VINEET.LEGAL@GMAIL.COM
MOB: 9810815307

PLACE: NEW DELHI
DATE: 02.03.2023

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL70873563593714V
Certificate Issued Date : 02-Mar-2023 03:53 PM
Account Reference : IMPACC (SH)/ dlshimp17/ HIGH COURT/ DL-DLH
Unique Doc. Reference : SUBIN-DLDLSHIMP1713960119684771V
Purchased by : RAJ SHEKHER SHARMA
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) : 0 (Zero)
First Party : RAJ SHEKHER SHARMA
Second Party : Not Applicable
Stamp Duty Paid By : RAJ SHEKHER SHARMA
Stamp Duty Amount(Rs.) : 10 (Ten only)

NOTARY
ROOP SINGH
Area : DELHI
Regd. No. 19721
Valid upto 26-2-2025
GOVT. OF INDIA

02 MAR 2023

Please write or type below this line

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO 884 OF 2022

IN THE MATTER OF:

SANJEEV KUMAR ...APPLICANT

VERSUS

UTTAR PRADESH POLLUTION

CONTROL BOARD & ORS. ...RESPONDENTS

AFFIDAVIT

I, Col. Raj Shekher Sharma S/o Sh. Deo Sharma, aged about 56 years R/o A-2/A-64, DDA Flats, Janak Puri, New Delhi-110058, do hereby solemnly affirm and declare as under:-

1. That I am the Authorized Representative of M/s Prateek Realtor India Pvt. Ltd. and in that capacity I am fully conversant with the facts of the present case. I am also duly authorized on behalf of the Company to affirm this Affidavit.

2. That I have read and understood the contents of the accompanying Reply to the aforementioned Application, which has been drafted under my instructions and I state that the contents of the same are true and correct to

NOTARY ROOP SINGH Area: DELHI Regd. No. 19721 Valid upto 26-2-2025 GOVT. OF INDIA

the best of my knowledge derived from the records maintained during the course of usual business by M/s Prateek Realtor India Pvt. Ltd.

3. That the Annexure annexed to the present reply are true and correct copies of their respective originals.

Raj Shukla

DEPONENT

VERIFICATION:-

02 MAR 2023

Verified at New Delhi on this day of ..... March, 2023 that the contents of the above affidavit are true to my knowledge, no part of it is false, and nothing material has been concealed therefrom.

I Identified the deponent/executant who has Signed in my presence.

Raj Shukla

DEPONENT

NOTARY
ROOP SINGH
Area : DELHI
Regd. No. 19721
Valid upto 26-2-2025
GOVT. OF INDIA

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km. Raj Shukla Sharma
S/o, W/o, D/o.....
Identified By Sh. Amit Pota Kashyap
has Solemnly affirmed me at Delhi
on 02/3/23 at Sl. No.....
that the contents of the affidavit which have been read & explained to him are true and Correct to his knowledge.

ROOP SINGH
Notary Public, Delhi (INDIA)

02 MAR 2023

Annexure-1 4118

STOCK HOLDING CORPORATION OF INDIA LTD. GHAZIABAD

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-UP00403472103873M
Certificate Issued Date	:	05-Jun-2014 03:33 PM
Account Reference	:	SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB
Unique Doc. Reference	:	SUBIN-UPUPSHCIL0100479631403165M
Purchased by	:	MESSERS PRATEEK REALTORS INDIA PVT LTD
Description of Document	:	Article 23 Conveyance
Property Description	:	PLOT NO. 4/BS-01, SIDDHARTH VIHAR GHAZIABAD
Consideration Price (Rs.)	:	379,53,04,952 (Three Hundred Seventy Nine Crore Fifty Three Lakh Four Thousand Nine Hundred And Fifty Two only)
First Party	:	UTTAR PRADESH AWAS AVAM VIKAS PARISHAD
Second Party	:	MESSERS PRATEEK REALTORS INDIA PVT LTD
Stamp Duty Paid By	:	MESSERS PRATEEK REALTORS INDIA PVT LTD
Stamp Duty Amount(Rs.)	:	26,56,71,500 (Twenty Six Crore Fifty Six Lakh Seventy One Thousand Five Hundred only)

----------Please write or type below this line----------

UP HOUSING DEVELOPMENT BOARD
LEASE AGGREMENT

This Lease Aggrement is mace on 20... day of June Year 14 Between Uttar Pradesh Avas Evam Vikas Parishad, a body corporate constituted under section 3(1) of Uttar Pradesh Avas Evam Vikas Parishad adhiniuam, 1965 and having its Head Office at Lucknow through Housing Commissioner (here in after called the Lessor which expression shal unless the context does not so admit include its successors and assig ns) of one part

For Prateek Realtors India Pvt. Ltd.

0000034015

उप आवास आयुक्त
उ०प्र० आवास एवं विकास परिषद
गाजियाबाद

Authorised Signatory

Statutory Alert:
1. The authenticity of this stamp certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

4118

and **M/s PRATEEK REALTORS INDIA PVT. LTD.** a company within the meaning of companies act. 1956, having its corporate office at **PRATEEK PRO-MENAGE, A-42, SECTOR-67, NOIDA U.P** through authorised signatory **SH. RATAN MITTAL S/o Late. Sh. JAI PRAKASH MITTAL, R/o D-157, Sector-61, Noida, G.B. Nagar (U.P.)** duly authorized by the Board of Directors vide Resolution dated **01.04.2014** (hereinafter called the Lessee which expression shall unless the context does not so admit, include its successor, administrators and permitted assigns) of the other part.

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

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

AND WHEREAS Lessor has through a sealed Two Bid System selected **M/s PRATEEK REALTORS INDIA PVT. LTD** for awarding plot No-**04/BS-01 in Siddharth Vihar Yojna Ghaziabad.** The details of which are described in the schedule to this Lease Deed, on Lease after fulfilling the terms and conditions prescribed in allotment letter brochure of the said scheme and its corrigendum circulated / advertisement.

AND WHEREAS **M/s PRATEEK REALTORS INDIA PVT. LTD** which is sole company has represented to the Lessor till completion of Project,

AND WHEREAS Lessor has issued the letter of intent **No 980 dated 01.02.2014 and revised letter no 2370 dated 29.03.2014** (herein after referred to as "LOI") in favour of consortium for awarding of plot No-**04/BS-01 (Area-97565.68 sqm)** in Siddharth Vihar Yojna, Ghaziabad on LEASE,

AND WHEREAS aforesaid consertium has, with prior written permission of lessor, formed special purpose company (SPC) under the name of ..... which is lessee in this Deed,

AND WHREAS ..... which is lead member of aforesaid consortium has further represented to the Lessor that it shall continue to hold at least 26% of the shareholding in SPC till completion of the project,

उप आवास आयुक्त
उ०प्र० आवास एवं विकास परिषद
वसुन्धरा, गाजियाबाद

Cont.....3/-

For Prateek Realtors India Pvt. Ltd.

Authorised Signatory

उप आवास आयुक्त
उ०प्र० आवास एवं विकास परिषद
वसुन्धरा, गाजियाबाद

पट्टा विलेख (90 वर्ष)

प्रतिफल	मालियत	ओसत वार्षिक किराया	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द लगभग
795,304,952.00		10,000.00	40	10,040.00	2,000	

श्री प्रतीक रियलटर्स इण्डिया प्रा0लि0 द्वारा रतन मित्तल
पुत्र श्री स्व0 जय प्रकाश मित्तल
व्यवसाय नौकरी/व्यापार/ग्रहणी
निवासी स्थायी डी-157 सै0-61 नोएडा गौ0बु0नगर
अस्थायी पता
ने यह लेखपत्र इस कार्यालय में दिनांक 20/6/2014 समय 3:41PM
बजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबन्धक (पंचम)
गाजियाबाद
20/6/2014

निष्पादन लेखपत्र को सुनने व समझने मजमून व प्राप्त धनराशि रू. प्रलेखानुसार उक्त

पट्टा दाता

श्री ब्रजनेश शर्मा लिपिक
प्रतिनिधि एस बी सिंह उप आवास आयुक्त
पुत्र श्री
पुत्र/पत्नी श्री पेशा नौकरी/व्यापार/ग्रहणी

पट्टा गृहीता

श्री प्रतीक रियलटर्स इण्डिया प्रा0लि0 द्वारा रतन मित्तल
पुत्र श्री स्व0 जय प्रकाश मित्तल
पेशा नौकरी/व्यापार/ग्रहणी
निवासी डी-157 सै0-61 नोएडा गौ0बु0नगर

ने निष्पादन स्वीकार किया ।
जिनकी पहचान श्री नरेश शर्मा
पुत्र श्री गिर प्रसाद शर्मा
पेशा नौकरी/व्यापार/ग्रहण
निवासी डी-962 गली नं0-11 अशोक नगर शाहदरा दिल्ली
व श्री नवीन कुमार
पुत्र श्री गंगादासी
पेशा नौकरी/व्यापार/ग्र
निवासी तहसील कम्पा0 गा बाद
ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबन्धक (पंचम)
गाजियाबाद
20/6/2014

उप आवास आयुक्त
उ०प्र० आवास एवं विकास परिषद
वसुन्धरा, गाजियाबाद

For Prateek Realtors India Pvt. Ltd.

Authorised Signatory

AND WHEREAS after incorporation of SPC, aforesaid consortium has requested the lessor to accept the SPC as the Lessee which shall undertake and perform the obligations and exercise the rights of the consortium under the LOI and brochure for executing the project as per provisions of brochure,

AND WHREAS by its letter No ..... dated ..... the SPC has also joined in the said request of the consortium to the Lessor to accept it as the lessee to undertake and perform the obligations and exercise the rights of consortium under the LOI and brochure including obligation to enter into this LEASE DEED,

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

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

NOW THREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this LEASE DEED, the parties to this DEED agree as follows.

1. Payment of Premium

1.1 Total Premium of **Rs. 3,79,53,04,952.00 (Three Seventy Nine Crore Fifty Three Lac Four Thousand Nine Hundred Fifty Two Only)** (herein after referred to as total premium amount is payable by Lessee to Lessor, out of which Lessee has paid **Rs. 94,88,26,239.00 (Ninety Four Crore Eighty EIGHT lac Twenty Six Thousand Two Hundred Thirty Nine only)** (which is 25% of total premium amount) to the Lessor and rest 75% of total premium amount shall be paid by the lessee to the lessor in Ten equal Six monthly installments with interest @ 15% per ennum within five years in the following manner.

For Prateek Realtors India Pvt. Ltd.

Authorised Signatory

उप आवास आयुक्त
उ०प्र० आवास एवं विकास परिषद
वसुन्धरा, गाजियाबाद

Cont.....4/-

पट्टा दाता

Registration No.: 4118 Year : 2,014 Book No. : 1

0101 ब्रजनेश शर्मा लिपिक प्रतिनिधि एस बी सिंह उप आवास आयुक्त

आवास विकास गा बाद

नौकरी/व्यापार/ग्रहणी

सत्यमेव जयते

उत्तर प्रदेश

S. No	Due Date	Installment (In Lacs)
1	01.07.2014 to 31.12.2014	41,47,31,949.00
2	01.01.2015 to 30.06.2015	41,47,31,949.00
3	01.07.2015 to 31.12.2015	41,47,31,949.00
4	01.01.2016 to 30.06.2016	41,47,31,949.00
5	01.07.2016 to 31.12.2016	41,47,31,949.00
6	01.01.2017 to 30.06.2017	41,47,31,949.00
7	01.07.2017 to 31.12.2017	41,47,31,949.00
8	01.01.2018 to 30.06.2018	41,47,31,949.00
9	01.07.2018 to 31.12.2018	41,47,31,949.00
10	01.01.2019 to 30.06.2019	41,47,31,949.00

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

1.3 In consideration of total premium amount and yearly rent here by reserved and the covenants, provisions and agreement herein contained on the part of the lessee to be respectively paid, observed and performed, the Lessor DOES HERE BY demise on LEASE to the lessee that plot of land numbered **04/BS-01** situated in Siddharth Vihar Yojna, district Ghaziabad contained by measurement **97565.68 sqm** and bounded by

On the North by -- Plot No- 04/BS-02
On the South by -- Ganga Water Treatment Plant.
On the East by -- 50m Wide Road
On the West by -- Plot No-04/BS-05

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

1.4 In case of default in depositing the installments or any payment additional/pannel Interest @ 02% compounded half yearly i.e. 15+2=17% shall be livable for defaulted period on the defaulted amount.

1.5 All payment should be made through a demand draft/pay order drawn in favour of "Uttar Pradesh Avas Evam Vikash Parishad, Ghaziabad" and payable at Crential Bank of Commarce, Mewar Institute, Sector-4, Vasundhara, Ghaziabad

For Prateek Realtors India Pvt. Ltd.

Cont.....5/-

उप आवास आयुक्त
उ०प्र० आवास एवं विकास परिषद
वसुन्धरा, गाजियाबाद

Authorised Signatory

पट्टा गृहीता

Registration No. : 4118 Year : 2,014 Book No. : 1

0201 प्रतीक रियलटर्स इण्डिया प्रा0लि0 द्वारा रतन मित्तल

स्व0 जय प्रकाश मित्तल

डी-157 सै0-61 नोएडा गौ0बु0नगर

नौकरी/व्यापार/ग्रहणी

सत्यमेव जयते

उत्तर प्रदेश

1.6 The Lessee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order. Premium referred to in this Lease Deed means total amount payable to the Lessor for the allotted plot.

1.7 All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee should ensure remittance on the previous working day.

1.8 The payment made by the lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.

1.9 In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land as per Uttar Pradesh Avas Evam Vikas Parishad regulation (hereinafter referred to UPAVP regulation).

1.10 The period of default shall be rounded half yearly form the due date of payment of such installment but subject to maximum 3 (Three) such default shall be allowed after third default. Lessor shall have right to determine this LEASE and enter into demised premises: Provided that before determining this LEASE, Lessor shall provide opportunity of hearing to lessee by giving **15** days notice to the Lessee.

2.0 <u>AREA</u>

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of plot will proportionately vary due to such variations. If such variation is within 20% limits, no surrender shall be allowed. However, if such variation is more than 20%, Lessee will have the option of surrendering the LEASE and taking back the entire amount deposited by him/her without any interest, except the processing fee. The applicable rate of allotment of additional area shall be the accepted at tender rate of the nearby area at the time of communication about the additional land or the original rate of allotment along with simple interest @ 15% from the date of allotment, whichever is higher. Payment of premium of the additional land will be made as per clause 1.9 of this lease Deed.

3.0 <u>AS IS WHERE IS BASIS/LEASE PERIOD</u>

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

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4.0 **POSSESSION**

4.1 Possession of Demised premises will be handed over to the Lessee after execution and registration of this LEASE DEED. Possession of part of demised premises shall not be allowed.

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

5.0 **EXECUTION OF SALE DEED**

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

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

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

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

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

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

(ii) Lessee shall submit "No Dues Certificate" in accordance with the payment schedule specified in this LEASE DEED from the Account /Property Department of the UPAVP.

iii The physical possession of the dwelling units / flats/ plots will be permitted to be given only after execution of sale deed in favour of end allottee. which shall be in proportion to the amount received against the total premium amount of the Demised Premeses.

6.0 **INDEMNITY**

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

(i) Non-completion of Project.

(ii) Quality of construction and maintenance of area.

(iii) Any legal dispute arising out of allotment to final purchaser.

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

7.0 **DOCUMENTATION**

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

8.0 **NORMS OF DEVELOPMENT**

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

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

9.0 **CONSTRUCTION**

9.1 The Lessee is required to submit building plan together with the layout plan showing the phases for execution of the Project for approval within 30 days from the date of possession and shall start construction within 3 months from the date of Sanction of plans. The Lessee shall be required to complete the construction of Project on Demised Premises as per approved layout plan and get the Completion certificate issued from Architecture and Planning Department of the UPAVP within a period of 5 years from the date of execution of this LEASE DEED. In case of plotted development, the final purchaser of plot shall have to obtain completion certificate from the Board within the period of 5 years from the date of execution of Sale deed.

9.2 Along with the layout plan the Detail Project Report (DPR) shall also be submitted by Lessee and DPR which shall include land use plan, specifications of infrastructure and services, plans, time table for implementation of Project in five years, financing of the project, property management and maintenance etc.

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9.3 Approval shall be granted by lessor within 30 days once it is found in order and as per building bye laws.

9.4 A development agreement shall also be executed between Lessor and Lessee in which schedule of implementation, specification, and other conditions/ restrictions to ensure the quality of Internal development etc shall be included.

9.5 If any village abadi exists within the Project area, then all the public amenities shall be provided by the Lessee within the Abadi area .

9.6 The Lessee shall provide and construct 10% E.W.S and 10% L.I.G flats within the Project area and these flats shall be allotted to the benefeceries as per the provision of G.O No.- 3338/-08-1-11-80 vivid/ 2010 dated 26.11 2011. The selling cost shall also be fixed as per the provisions of G.O.'s

9.7 Within the Project area, provision for police station, fire station, dumping space, sewer treatment plant, police chowki, post office, telephone exchange, rail booking counter etc. as per the provision of building bye law shall be made by Lessee Police station, fire station, police chowki plots along with construction shall be transferred to Lessor free of cost. while other plots can be dispose off as per norms to the concerning Department of Government of Uttar Pradesh.

9.8 One primary school plot and one primary health centre plot for Government Department shall also be provided by Lessee and shall be handed over free of cost to UPAVP.

9.9 All the peripheral external development works as may be required to be carried out up to the Demised Premises including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply and sewerage will be provided by the Lessor / UPAVP.

9.10 Without prejudice to the Lessor's right of cancellation of this LEASE DEED, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under: For first year the penalty shall be 1% of the total premium.
For second year the penalty shall be 2% of the total premium
For third year the penalty shall be 3% of the total premium.
Extension for more than three years, normally will not be permitted.

9.11 In case the Lessee does not construct building within the time provided including extension granted, if any the LEASE DEED shall be liable to be cancelled and lessor shall have right to re-enter the Demised Premises and Lessee shall loose all rights to the Demised Premises and buildings appurtenant thereto.

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9.12 There shall be total liberty on the part of Lessee to decide the size of the flats/plots or to decide the ratio of the area for flatted& plotted development.

9.13 25% of the developed property and the buildings constructed on that shall be retained by Lessor so that if there is any dues against acquisition, development works or land cost, that should be recovered from the same. The proportionate land shall be released according to the progress of development works and payments made against land cost to UPAVP.

9.14 The minimum width of Road within the scheme area shall be 12.0 m.

9.15 The Total Floor Area Ratio (FAR) on the Demised Premises shall be 2.5, In case the Demised Premises is not being utilized for Group Housing but for other uses like commercial, office, Institutional and community facilities, the FAR allowed shall be within the limit of max FAR allowed for those uses as per building By laws.

10.0 **MORTGAGE**

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

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

a Sanction Letter of the Scheduled Bank Government Organization/ Financial Institution approved by the Reserve Bank of India.

b An affidavit on non judicial stamp paper of Rs.10!- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group Housing).

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

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

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11.0 **TRANSFER OF PLOTS/ constructed apartment area.**

Without obtaining the prior approval of Lessor the Lessee does'nt have the right (a) to sub-divide the Demised Premises into suitable smaller plots as per planning norms and to (b) transfer the same to the interested parties on payment of transfer charges @ 1% of allotment rate to the Lessor. However, individual flat/plot will be transferable with prior approval of the Lessor as per the following conditions:

(i) The dues of Lessor towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed before executing of Sale deed of the flat.

(ii) Transfer of flat will be allowed only after obtaining completion certificate by the Lessee.

(iii) First sale/transfer of a flat/plot to an allottee shall be through Sublease-cum Sale Deed to be executed on the request of the Lessee to the Lessor in writing.

12.0 **MISUSE, ADDITIONS, ALTERATIONS ETC.**

12.1 The Lessee shall not use the Demised Premises for any purpose other than mentioned in the sanctioned layout plan. In case of violation of the above conditions, Lease shall be liable to be cancelled and Possession of the premises shall be resumed by the Lessor and structure in any on the demised Premises shall be forfeited by the Lessor.

12.2 The Lessee will not make, by any alteration or additions to the said building or other erections for the time being on the Demised Premises, erect or permit to erect any new building on the Demised Premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring, him to-do so, correct such deviation as aforesaid.

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

13.0 **LIABILITY TO PAY TAXES**

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

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14.0 **OVERRIDING POWER OVER DORMANT PROPERTIES**

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

15. **MAINTENANCE**

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

a). In a state of good condition to the satisfaction of the Lessor at all times.

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

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

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

15.4 The lessee shall make such arrangements as are necessary for maintenance of the buildings and common services and if the buildings are not maintained properly, Executive Engineer or any officer authorized by Commissioner of UPAVP, will have the power to get the maintenance done through any other Agency and recover the amount so spent from the Lessee. The Lessee will be individually and severally liable for payment of the maintenance amount. The Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010 and rules and bye laws made their under shall be applicable on the Lessee end allottee. No objection to the amount spent for maintenance of the building by the Lessor shall be entertained and decision of the Housing Commissioner of UPAVP in this regard' shall be final.

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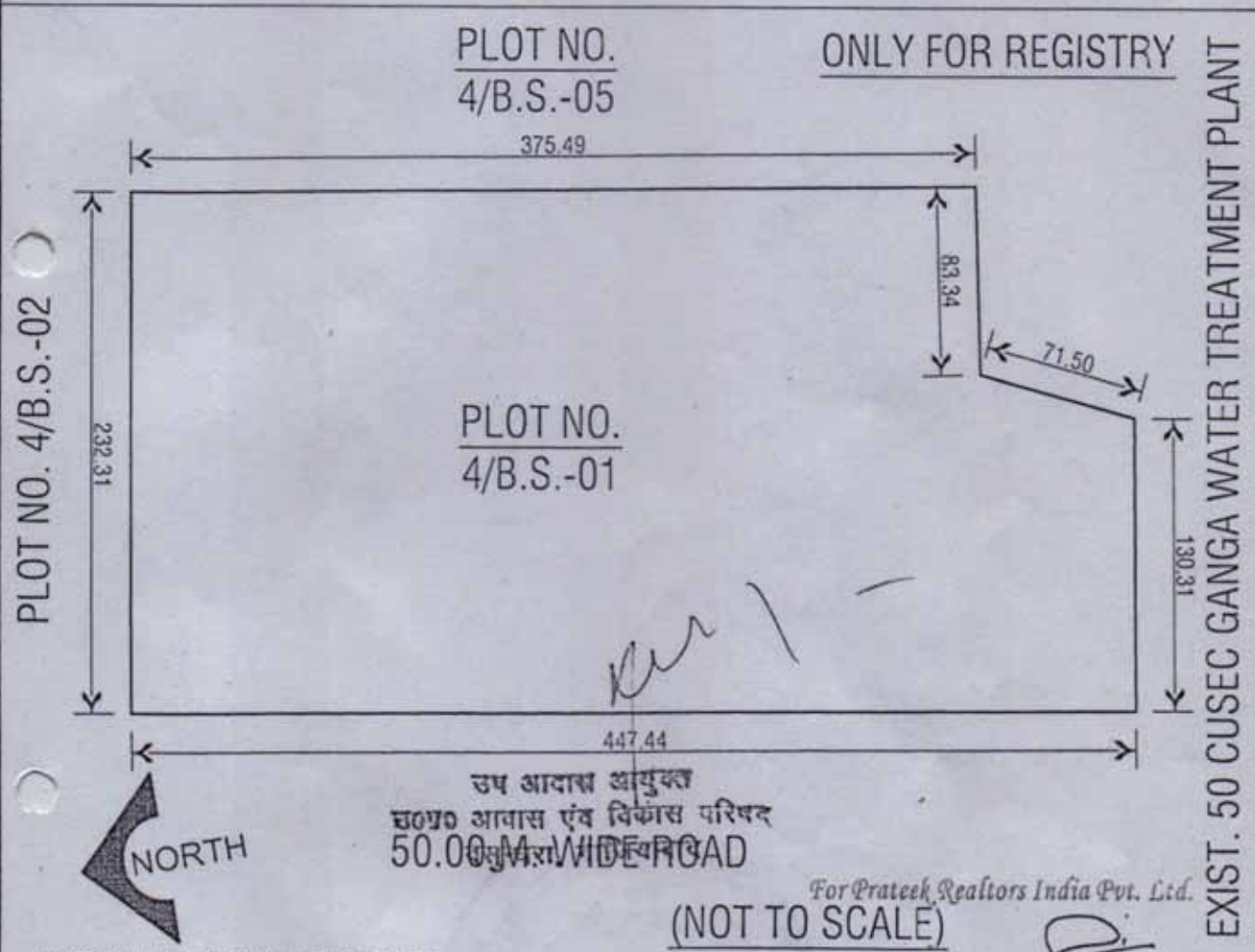
REVISED SITE PLAN OF BULK SALE PLOT NO. 4/B.S.-01 AT SIDDHARTH VIHAR YOJNA, GHAZIABAD.

NAME OF ALLOTEE :- M/S PRATEEK REALTORS INDIA PVT. LTD.



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For Prateek Realtors India Pvt. Ltd.

(NOT TO SCALE)

Authorised Signatory

NOTE- ALL DIMENSIONS ARE IN METER.

AREA=97565.68 SQM.

SIGN. OF ALLOTEE

DELT BY.-	CHKD. BY -	COUNTER SIGN. COUNTER SIGNATURE
D/M.	J.E.	ASSISTANT ENGINEER, C.D.-16 U.P. HOUSING & DEVELOPMENT BOARD, GZB. 28/3/14 A.E.

OFFICE OF THE EXECUTIVE ENGINEER C.D.-16 U.P AVAS EVAM VIKAS PARISHAD VASUNDHRA YOJNA, GHAZIABAD.

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15.5 For the maintenance of township a joint venture agreement between the lessee and UPAVP shall be executed. Maintenance of external services i.e. Electric substation, Zonal roads, parks and other amenities shall be done by UPAVP.

15.6 The Lessee shall have the rights to charge one time user charges or maintenance charges till the town ship is handed over to the local authority. 40% of the money so recovered shall be handed over to UPAVP while balance money shall be deposited in ESCRO Account which shall be operated jointly by Lessee and UPAVP.

15.7 At the time of handing over the maintenance of the township to the Society / Association (RWA), the unutilized money shall be handed over to RWA.

16.0 **CANCELLATION OF LEASE DEED**

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

(i) Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud;

(ii) Any violation of directions issued or rules and regulation framed by any UPAVP or by any other statutory body.

(iii) Default on the part of the applicant allottee / lessee for breach / violation of terms and conditions of registration / allotment/ Lease Deed and /or non-Deposit of registration allotment amount.

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

17.0 **OTHER CLAUSES**

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

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

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

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

17.5 The Lease Deed will be governed by the provisions of the Rules and regulations of UPAVP or directions issued.

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

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

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

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

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SCHEDULE
(Description of Demised Premises)

Boundaries of the Property	Bulk Sale Property No-4/B.S.-01
	Area : 97565.68 Sqm
North: Plot No-4/B.S.-02	North : As Per
South: Ganga water Treatment Plant	South : Site
East : 50.00M. Wide Road	East : Plan
West: Plot No. 4/B.S.-05	West : Attached

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

Witness No-1

1 Signature

2 Name

3 Address

Witness No-2

1 Signature

2 Name

3 Address

For and on behalf of Lessor

(Deputy Housing Commissioner)

On Behalf of Housing Commissioner

Witness No-1

1 Signature

2 Name NARESH SHARMA

3 Address D-962 Gali No-11 Ashok Nagar, Shahdara

Witness No-2

1 Signature S K Mittal

2 Name S.K. Mittal

3 Address B-1107, Prateek Jedora Sec-61, Noida

For and on behalf of Lessee

For Prateek Realtors India Pvt. Ltd.

(Signature)

Authorised Signatory

आज दिनांक 20/06/2014 को

बही सं. 1 जिल्द सं. 4390

पृष्ठ सं. 367 से 396 पर कमांक 4118

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबन्धक (पंचम)
गाजियाबाद
20/6/2014

सत्यमेव जयते
उप निबन्धक पंचम गाजियाबाद
उत्तर प्रदेश

Annexure-2

PRADEEP GUPT
ADVOCATE
14, TEHSIL COMPOUND, GHAZIABAD
(O) 3193944, (M)-98103

142

STOCK HOLDING CORPORATION OF INDIA LTD. GHAZIABAD

Tested OK

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

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Certificate No.	:	IN-UP00260328045901M
Certificate Issued Date	:	21-Feb-2014 02:19 PM
Account Reference	:	SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB
Unique Doc. Reference	:	SUBIN-UPUPSHCIL0100298220280043M
Purchased by	:	PRATEEK REALTORS INDIA PVT LTD
Description of Document	:	Article 23 Conveyance
Property Description	:	PLOT NO 4/BS-05, SIDDHARTH VIHAR GHAZIABAD
Consideration Price (Rs.)	:	223,09,47,209 (Two Hundred Twenty Three Crore Nine Lakh Forty Seven Thousand Two Hundred And Nine only)
First Party	:	UTTAR PRADESH AWAS AVAM VIKAS PARISHAD
Second Party	:	PRATEEK REALTORS INDIA PVT LTD
Stamp Duty Paid By	:	PRATEEK REALTORS INDIA PVT LTD
Stamp Duty Amount(Rs.)	:	15,61,66,500 (Fifteen Crore Sixty One Lakh Sixty Six Thousand Five Hundred only)

Locked by SHCIL

Please write or type below this line

Uttar Pradesh Avas Evam Vikas Parishad

Lease Agreement

This Agreement made on 22.. day of Feb.. 2014.. between the Uttar Pradesh Avas Evam Vikas Parishad (UPAVP), Constructed under Uttar Pradesh Avas Evam Vikas Parishad Act-1965, Head Office is Situated at 104, Mahatma Gandhi Marg, Lucknow hereinafter called "Parishad". Its all

For Prateek Realtors India Pvt. Ltd.

YL 0000032165

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

work done through Housing Commissioner (thereafter is called Lessor) one party and M/S PRATEEK REALTORS INDIA PVT. LTD., a company within the meaning of Companies Act, 1956, having its registered office at PRATEEK PRO-MENAGE A-42, SECTOR-67, NOIDA (U.P.) through Authorized signatory SHRI RATAN MITTAL S/O LATE SH. JAI PRAKASH MITTAL, R/O-D-157, SECTOR-61, NOIDA, G. B. NAGAR (U.P.) duly authorized by the Board of Directors vide Resolution dated 04.02.2014 (hereinafter called the Lessee which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns of the other part.)

AND WHEREAS on advertisement published by UPAVP tenders in two-bid system in the prescribed Application Form for allotment of Bulk-sale Plots in upcoming scheme of Siddharath Vihar-Ghaziabad on agreement to develop on lease period of five years which can be converted into freehold as per rules and regulations of Board).

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions as prescribed for the Bulk sale plots in Siddharath Vihar of Parishad Scheme in Ghaziabad by 226th board resolution no- 12 dated 02-12-2013. hereinafter appearing for the purpose of constructing Residential Flats according to the set backs and building plan approved by the Lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the lessee the plot hereinafter described, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum's, The Bulk Sale Plot NO.-4/BS-05 (Area 57350.828 sqm) alloted vide Allotment Letter No-981/EMO.GZB/ DATED 01.02.2014 & Revised Letter No-1471/EMO.GZB/ DATED 22.02.2014 for the development and marketing of Group Housing Pockets/ Flats/Plots (in case of plotted development) on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.

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AND WHEREAS the Lessor approved the name and status of Special Purpose Company (SPC) on the request of consortium members as mentioned in accordance with the allotment, vide Allotment Letter No-981/EMO.GZB DATED 1.2.2014 2014 & Revised Letter No-1471/EMO.GZB/ DATED 22.02.2014

AND WHEREAS the lessee is a Special Purpose Company comprising of

SI. No	Name of Member	Share Holding	Status
–	–	–	–

And it has been represented to the Lessor that the consortium members have agreed amongst themselves that Nil, having its registered office at PRATEEK PRO-MENAGE A-42, SECTOR-67, NOIDA (UP.) shall remain always be the lead Member of the Special Purpose Company till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Parishad). However, the Special Purpose Company will be allowed to Transfer Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51.00% of the shareholding subject to the condition that the

"Lead Member" shall continue to hold at least 26% of the shareholding in the SPC till the completion of the project. In compliance with the Govt. Order No. 5007/11-5-2010-500(50)/IO dated 11 October, 2010, issued by the Department of Tax & Registration, Government Of Uttar Pradesh, the change in the name of shareholders does not amount to transfer of the property of the company. The change in Constitution Deed regarding change in the shareholders as a result of transfer of shares in the companies is not mandatory to be registered under Section 17 of the Registration Act, 1908. In addition to this, no stamp duty is leviable on this CIC deed under Clause 23 of Schedule Ib of the Stamp Act, 1899. No transfer charges shall be leviable on the transfer of shares in the Companies, and no prior approval of the UPAVP shall be required for transferring the shares.) and the "Lead member" shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

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Terms and conditions of this Agreement are as :-

Area Considerations

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of plot will proportionately vary due to such variations. If such variation is within 20% limits, no surrender shall be allowed. However, if such variation is more than 20%, allottee will have the option of surrendering the allotment and taking back the entire amount deposited by him/her without any interest, except the processing fee. The applicable rate of allotment of additional area shall be the accepted tender rate of the nearby area at the time of communication about the additional land or the original rate of allotment along with simple interest @ 15% from the date of allotment, whichever is higher. Payment of premium of the additional land will be made as per clause G. 12 of Bulk sale document.

Payments details and its schedule

1. This in consideration of the total premium of Rs 223,09,47,210.00 (Rs.Two Hundred Twenty Three Crore Nine Lacs Forty Seven Thousand Two Hundred Ten only) (for 57350.828 sqm. x Rs.38900.00 per sqm) including 10% Lease-rent of the 90 years Lessee has paid 25% Premium of Total Cost i.e. Rs 55,77,36,803.00 (Rs. Fifty Five Crore Seventy Seven Lacs Thirty Six Thousand Eight Hundred Three only) for Bulk Sale Plot NO-4/BS-05 allotted by vide Allotment Letter No-981/EMO.GZB DATED 01.02.2014 & Revised Letter No-1471/EMO.GZB/ Dated 22.02.2014. The rest 75% premium amount Rs 167,32,10,407.00 (Rs One Sixty Seven Crore Thirty Two Lacs Ten Thousand Four Hundred Seven only) to be paid 10 six monthly installment @ 15% the installment amount is Rs. 24,37,86,757.00 which is start on 1.7.2014. Premium referred to in this document means total amount payable to the Lesser for the allotted plot.

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2. **Scheduled for the payments will be as:-**

SI. No	Due Date	Installment (In Lacs)
1	01.7.2014 to 31.12.2014	243786757.00
2	01.1.2015 to 30.6.2015	243786757.00
3	01.7.2015 to 31.12.2015	243786757.00
4	01.1.2016 to 30.6.2016	243786757.00
5	01.7.2016 to 31.12.2016	243786757.00
6	01.1.201 7 to 30.6.2017	243786757.00
7	01.7.2017 to 31.12.2017	243786757.00
8	01.1. 2018 to 30.6.2018	243786757.00
9	01.7.2018 to 31.12.2018	243786757.00
10	01.1. 2019 to 30.6.2019	243786757.00

3. In case of default in depositing the installments or any payment additional /penal Interest @ 02% compounded half yearly i.e. 15+2 =17% shall be liable for defaulted period on the defaulted amount.

4. All payment should be made through a demand draft/pay order drawn in favour of "Uttar Pradesh Avas Evam Vikas Parishad, Ghaziabad" and payable at Oriental Bank of **Commerce, Mewar Institute, Sector-4, Vasundhara, Ghaziabad.** The Lessee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order. In case the due date is a bank holiday then the lessee should ensure remittance on the previous working day. All payments should be remitted by due date. All payments should be remitted by We date. In case the due date is a bank holiday then the allottee should ensure remittance on the previous working day.

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5. The payment made by the lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.

6. In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land as per UPAVP regulation.

7. The amount deposited by the lessee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the lessee contrary to this will be entertained.

8. In case of default in depositing the installments, Panel, interest @ 2% compounded half yearly i.e. 15+2=17% shall be livable for defaulted period on the defaulted amount. The max defaulted compounded half yearly shall six from the due date of that installment but subject to maximum of three(3) such defaults shall^ only be allowed.

9. In case of further default, the allotment offer will be considered as cancelled without any further notice and the amount equivalent to earnest money shall be forfeited. No interest will be paid on such amounts. However, this is subject to clause H of Bulk sale document.

As is where is basis/Lease period

The plots will be accepted by the allottee on an 'As is where is basis" on a lease for a period starting from the due date of execution of the lease deed.

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Possession

1 Possession of allotted land will be handed over to the Lessee after execution and registration of lease agreement. Possession of part of land shall not be allowed.

2 Execution and registration of lease Agreement can be done only after minimum payment of 25% of premium is paid.

3 The Lessee will be authorized to develop and market the flats/plots only after the lawful possession of the allotted plot is taken over.

Execution of sale deed

1 The land shall be allotted on agreement to development on lease basis.

2 The allottee will have to construct on its own minimum twenty five (25) percent of the total permissible FAR.

3 The Lessee shall allot an area only once the internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/transmission lines, street-lighting, etc. in that area is in progress.

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

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

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6 In case of the registry of a flat is proposed, a tri-party deed between the Leasee the allottees and UPAVP shall be executed. The responsibly regarding the quality of the construction shall be of the lessee.

7 The Lessee shall have to fulfill the following conditions before the execution of the Sale deed of the flats/plots in favour of the individual allottee(s):

i. Lessee shall submit the temporary occupancy (completion) certificate of the constructed flats on the allotted plot from concerned Department of the UPAVP as mentioned in clause-R of Bulk sale document.

ii. Lessee shall submit "No Dues Certificate' in accordance with the payment schedule specified in the Lease Agreement from the Account/Property Department of the UPAVP.

iii. The physical possession of the dwelling units/flats/plots will be permitted to be given only after execution of sale deed which shall be in proportion to the amount received against the total premium of the plot. Indemnity

The Lessee shall execute an indemnity bond, indemnifying the Board against all disputes arising out of:

1 Non-completion of Project.

2 Quality of construction and maintenance of area.

3 Any legal dispute arising out of allotment to final purchaser.

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

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Documentation

The allottee shall deposit due stamp duty for Lease Agreement in the Treasury of Ghaziabad and should produce a certificate to that effect in UPAVP, UPAVP within 60 days from the date of issue of Check-list for execution of Lease Agreement which shall be issued after confirmation of receipt of allotment money. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the allottee/lessee, who will also pay the stamp duty levied on transfer of immovable property, or any other duty or charge that may be levied by any Board empowered in this behalf. However in case of delay in execution of lease deed by the allottee/lessee, extension can be granted by Housing Commissioner of UPAVP, at his discretion or any other officer authorized by him subject to payment of penalty @ Rs. 1007- for 1000 Sq.Mtrs. per day. The Lessee shall be responsible to communicate to the allottees the conditions applicable to them before making any allotment.

Norms of Development

The tenderer is allowed to develop the plots/construct the flats subject to the following norms.

Maximum permissible	35%
Maximum	2.50
Set backs	As per Building Bylaws of UPAVP
Maximum Height	No Limit* subject to ATC clearance.
Provision of public and semi public facilities	The layout of the scheme has to be prepared as per the provisions of building bye laws applicable at the time of allotment and as such park /open spaces, schools/ colleges and other facilities etc are to be provided in the integrated scheme.

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Construction

1. The lessee is required to submit building plan together with the layout plan showing the phases for execution of the project for approval within 30 days from the date of possession and shall start construction within 3 months from the date of Sanction of plans. The Lessee shall be required to complete the construction of project on allotted plot as per approved layout plan and get the Completion certificate issued from Architecture and Planning Department of the Board within a period of 5 years from the date of execution of lease deed. In case of plotted development, the final purchaser of plot shall have to obtain completion certificate from the Board within the period of 5 years from the date of execution of Sale deed.

2. Along with the layout plan the detail project report (DPR) shall also be submitted which shall include land use plan, specifications of infrastructure and services, plans, time table for implementation of project in five years, financing of the project, property management and maintenance etc.

3. Approval shall be granted within 30 days once it is found in order and as per building bye laws.

4. A development agreement shall also be executed in which schedule of implementation, specification, and other conditions/ restrictions to ensure the quality of Internal development etc shall be included.

5. If any village abadi exists within the project area, than all the public amenities shall be provided by the lessee within the Abadi area.

6. The developer /lessee shall provide and construct 10% E.W.S and 10% L.I.G flats within the project area and these flats shall be allotted to the benefeceries as per the provision of G.O No.- 3338/ -08-1-11-80 vivid/ 2010 dated 26.09.2011. The selling cost shall also be fixed as per the provisions of G.O'S.

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7. Within the project area, provision for police station, fire station, dumping space, sewer treatment plant, police chowki, post office, telephone exchange, rail booking counter etc. as per the provision of building bye law shall be made Police station, fire station, police chowki plots along with construction shall be transferred UPAVP free of cost, while other plots can be dispose off as per norms to the concerning deptt.

8. One primary school plot and one primary hearth centre plot for Govt deptt. shall also be provided and shall be handed over free of cost to UPAVP.

9. All the peripheral/external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the Lesser/UPAVP.

10. Without prejudice to the Board's right of cancellation, the extension of time for the completion of Project can be extended for a maximum period of another three years only with penalty as under:

- For first year the penalty shall be 1 % of the total premium.
- For second year the penalty shall be 2% of the total premium.
- For third year the penalty shall be 3% of the total premium. Extension for more than three years, normally will not be permitted.

11. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment lease deed as the case may be, shall be liable to be cancelled. Lessee shall loose all rights to the allotted land and buildings appurtenant thereto.

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12. There shall be total liberty on the part of allottee /lessee to decide the size of the flats/plots or to decide the ratio of the area for flatted & plotted development.

13. 25% of the developed property and the buildings constructed on that shall be retained by UPAVP, so there if this is any dues against acquisition, development works or land cost that should be recovered from the same. The proportionate land shall be released according to the progress of development works and payments made against land cost to UPAVP.

14. The minimum width of Road within the scheme area shall be 12.0m.

15. The total floor area ratio on the land shall be 2.5 in case the land is being utilized for Group Housing but for other uses like commercial, office, Institutional and community facilities, the FAR allowed shall be within the limit of maximum FAR allowed for those uses as per building By laws.

Mortgage

The mortgage permission shall be granted (where the plot is not-cancelled or any show cause notice is not served) in favour of a scheduled Bank I Govt. organization! financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Lessee should have valid time period for construction as per terms of the lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium. The Lessee will submit the following documents:

a. Sanction Letter of the scheduled Bank! Govt. Organization/ financial institution approved by the Government of India.

b. An affidavit on non judicial stamp paper of Rs. 10!- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group Housing).

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c. Clearance of upto date dues of the UPAVP.UPAVP shall have the first charge on the plot towards payment of all dues of UPAVP. Provided that in the event of foreclosure of the mortgaged charged property, the UPAVP shall be entitled to claim and recover such percentage, as decided by the UPAVP, of the unearned increase ir values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge: The decision of the UPAVP in respect of the market value of the said land shall be final and binding on all the parties concerned.

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

Transfer of plots/ constructed apartment area.

Without obtaining the prior approval, the lessee does'nt have the right to subdivide the allotted plot into suitable smaller plots as per planning norms and to transfer the same to the interested parties with the prior approval of UPAVP on payment of transfer charges @ 1 % of allotment rate. However, individual flat/plot will be transferable with prior approval of the Board as per the following conditions:

(i) The dues of UPAVP towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed before executing of Sale deed of the flat.

(ii) The lease deed has been executed.

(iii) Transfer of flat will be allowed only after obtaining completion certificate by the Lessee.

(iv) First sale/transfer of a flat/plot to ah allottee shall be through a sale Deed to be executed on the request of the Lessee to the Board in writing.

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Misuse, Additions, Alterations Etc.

1. The Lessee shall not use the allotted land for any purpose other than mentioned in the sanctioned layout plan. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed as per regulations of board.

2. The Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shaft immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

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

Liability to pay taxes

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Board empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

Overriding power over dormant properties

The lessor reserves the right to all mines, minerals, coats, washing gold, earth, oil, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying

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the same without providing or leaving, any vertical support for the surface of the flats or for the structure time being standing thereon provided always, that the Lessor shad make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of Housing Commissioner of Board on the amount of such compensation shall be final and binding on the applicant/allottee/lessee.

Maintenance

1. The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:

a) In a state of good condition to the satisfaction of the Lessor at all times.

b) and to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place.

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

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

4. The lessee shall make such arrangements as are necessary for maintenance of the buildings and common services and if the buildings are is not maintained property, Executive Engineer or any officer authorized by Commissioner of UPAVP, will have the power to

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get the maintenance cone through any other Agency and recover the amount so spent from the lessee. The lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulation of Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010 shall be applicable on the lessee/end allottee. No objection to the amount spent for maintenance of the building by the lessor shall be entertained and decision of the Housing Commissioner of UPAVP in this regard shall be final.

5. For the maintenance of township a joint venture agreement between the lessee/ developer and UPAVP shall be executed, maintenance of external services i.e. Electric sub station, Zonal roads, parks and other amenities shall be done by UPAVP.

6. The lessee shall have the rights to charge one time user charges or maintenance charges till the town ship is handed over to the local authority. 40% of the money so recovered shall be handed over to UPAVP while balance money shall be deposited in ESCRO Account which shall be operated jointly by lessee and UPAVP.

7. At the time of handing over the maintenance of the township to the society (RWA), the unutilized money shall be handed over to RWA. Cancellation of lease deed.

In addition to the other specific clauses relating to cancellation, the Board/Lessor, as the case may be, will be free to exercise its right of cancellation of lease/allotment in the case of:

1. Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud.

2. Any violation of directions issued or rules and regulation framed by any Board or by any other statutory body.

3. Default on the part of the applicant/ allottee / lessee for breach / violation of terms and conditions of registration/allotment/lease and/or non-deposit of allotment amount.

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4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 5% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Board with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any, shall be refunded without any interest.

Arbitration

In the event of any dispute, difference or any question with regard to the Planning, construction, development or interpretation of this agreement or anything connected there with and contained in this agreement with regard to the rights and liabilities and duties of the parties hereto, the same shall be referred to for arbitration to Housing Commissioner and his decision on behalf shall be final and binding on the lessee However, it is hereby provided that the arbitrator aforesaid shall make his award within one year from the date of arbitration entering into reference.

Other clauses

1. The Board / Lessor reserves the right to make such additions alternations or modifications in the terms and conditions of allotment/lease deed/sale deed from time to time, as may be considered just and expedient.

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

3. If due to any 'Force Majeure" or such circumstances beyond the Board's control, the Board is unable to make allotment or facilitate the Lessee to undertake the activities with in one year, in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with interest which shall be calculated on the basis of saving account rate of interest.

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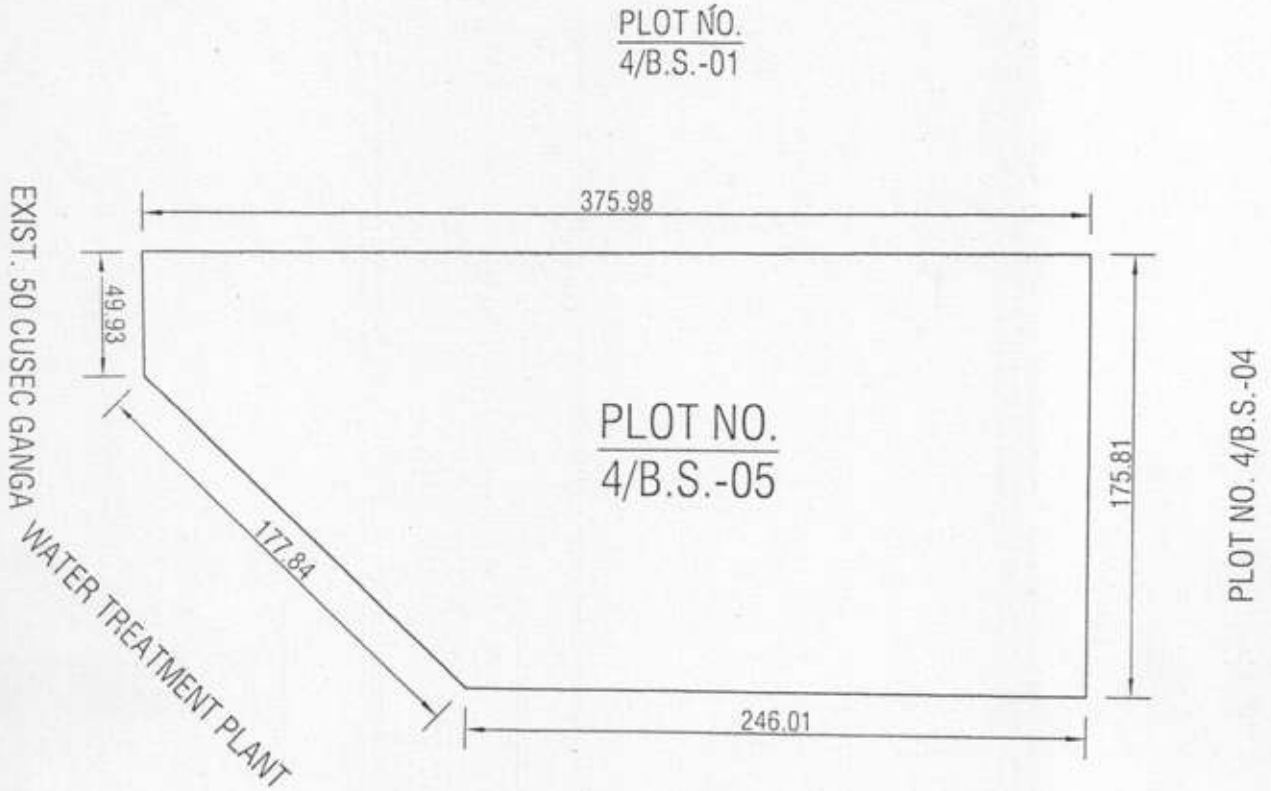
SITE PLAN OF BULK SALE PLOT NO. 4/B.S.-05 AT SIDDHARTH VIHAR YOJNA, GHAZIABAD.

NAME OF ALLOTEE :- M/S PRATEEK REALTEORS INDIA PVT. LTD.

ONLY FOR REGISTRY



NORTH

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PLOT AREA - 57350.828 SQM.

(NOT TO SCALE)

SIGN. OF ALLOTEE

DELT BY.-	CHKD. BY -	COUNDTER SIGN.
17/2/14	17.2.14	COUNTER SIGNATURE 17/2/14 ASSISTANT ENGINEER, C.D. 16 U.P. HOUSING & DEVELOPMENT BOARD, GZB.
D/M.	J.E.	A.E.

OFFICE OF THE EXECUTIVE ENGINEER C.D.-16 U.P AVAS EVAM VIKAS PARISHAD VASUNDHRA YOJNA, GHAZIABAD.

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

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

6. The Lease Deed / allotment will be governed by the provisions of the* Rules and regulations of UPAVP or directions issued,

7. The Board will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.

8. The lease shall be liable to pay all taxes/charges livable from time to time by UPAVP or any other Board duly empowered by them to levy the tax/charges.

9. Dwelling units flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/Lessee will not be paid any compensation thereof.

10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.

11. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.

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

13. In case the Board is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest, the rate, of which shall be saving accent interest rate.

DETAIL OF PROPERTY

Boundaries of the Property	Bulk Sale Property No-4/B.S.-05
	Area : 57350.828 Sqm
North: Plot No-4/B.S.-05	North : As Per
South: Ganga water Treatment Plant	South : Site
East : 75.00M. Wide Road	East : Plan
West: Plot No. 4/B.S.-01	West : Attached

Witness No-1

1 Signature

2 Name

3 Address

Witness No-2

1 Signature

2 Name

3 Address

Witness No-1

1 Signature

2 Name (ANUJ KYAMARWAL)

3 Address 423/7 JAWAHARI VIHAR Meerut

Witness No-2

1 Signature Nadeem

2 Name NADEEM CHAUHAN

3 Address 448/13 SHASTRI NAGAR MEERUT

lessor on behalf of U.P. Avas Evam Vikas Parishad

(Deputy Housing Commissioner)
On Behalf of Housing Commissioner

Lessee on behalf of Company

For Prateek Realtors India Pvt. Ltd.

(Signature)

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Speed post/Registered

State Level Environment Impact Assessment Authority, Uttar Pradesh

Directorate of Environment, U.P.
Vineet Khand-1, Gomti Nagar, Lucknow - 226 010
Phone : 91-522-2300 541, Fax : 91-522-2300 543
E-mail : doeupkn@yahoo.com
Website : www.seiaaup.in, www.seiaaup.com

Annexure-3

To,

Mr. Rajesh Agarwal,
Assistant Vice President (Projects & Planning),
Prateek Pro-Menage, A-42,
Sector, 67, Noida, U.P. 201301

Ref. No. 1778/Praya/SEAC/2280/2014/AD(VB) Date: 11 November, 2014

Sub: Environmental Clearance for Group Housing Project "Prateek Grand City" at Plot No. 04/B.S-1&5, Siddharth Vihar, Ghaziabad, U.P. by M/s Prateek Realtors India Pvt. Ltd.

Dear Sir,

Please refer to your letter received in this office dated 05/05/2014, 27/08/2014, 01/10/2014 and 14/10/2014 addressed to the Director, Environment & Secretary, SEIAA, Dr. Bhim Rao Ambedkar Paryavaran Parisar, Vineet Khand-1, Gomti Nagar, Lucknow on the subject as above.

A presentation was made by the project proponent with their Consultant M/s Perfact Enviro Solutions Pvt. Ltd. before the State Level Expert Appraisal Committee meeting dated 21/10/2014 and the committee was given to understand that:-

1. The environmental clearance is sought for Group Housing Project "Grand City" at Plot No-04/BS-1&5, Sidharth Vihar, Ghaziabad, U.P. M/s Prateek Realtors India Pvt Ltd.
2. Area details of the project is as follows:

Plot Area	154916 sqm	
Ground Coverage (Permissible)	54220.6 sqm	
Ground Coverage (Achieved)	47350 sqm	
FAR (2.5 + 1.25)	580963.913 sqm	
Compensatory FAR (0.28%)	43776.590 sqm	
Non FAR	81227.19 sqm	
Basement	271209.84 sqm	
Built-up Area (FAR + Non FAR + Basement Area)	1001147.74 sqm	
Total Green Area (34.3%)	53267.34 sqm	
Total Open & Road Area	54298.66 sqm	
No. of Dwelling units	7148	
No. of EWS	715	
No. of LIG Units	715	
No. of blocks	Residential	39
	EWS	1
	Medical Facility	2
	Commercial facility	3
	Educational Facility	2
	Community Area/Common facilities	2

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	police station	1
Maximum No. of Floors	Residential Block	2 B + 2S+ 29
	Educational Facility Block	B+G+6
	Medical Facility Block	B+G+3
	Commercial Block	G+1
	EWS Block	S+14
	Community Block	G+1
	Police Station-	G+1
Maximum level of Basement	2	
Maximum Height	103.65 m	

3. Area break-up details of the project is as follows:

	FAR (sqm)	Non FAR (sqm)	Basement Area (sqm)	Built –up area (sqm)	No. of blocks	Maximum No. of floors	Height (m)
Residential	612078.6	76187.19	258505.4	946771.19	39 +1 (EWS)	2B+ 2S +29	103.65 m
Medical Facility	3600	720	1589.35	5909.35	2	B +G+3	10.5
Commercial Area	6487.11	-	-	6487.11	3	G+1	3.5
Educational Facility	21600	4320	11115.09	37035.09	2	B+G+6	21
Community Area/ Common facilities	4145	-	-	4145	2	G+1	3.5
Police station	800	-	-	800	1	G+1	3.5
Total	**648710.71 sq m**	**81227.19 Sqm**	**271209.84 sqm**	**1001147.74 sqm**	**50**	-	**103.65**

4. Population details of the project are as follows:

		Unit population	
Residential	Residents D.U.(7148 Units)	5	35740
	Residents EWS (715 units)	5	3575
	Residents LIG (715 units)	2	1430
	Total Residents		**40745**
	Staff		300
	Visitors	10%	4000
Medical Facility (assuming total 80 bedded)	In - Patients	1 person/bed	80
	OPD patients		500
	Staff		250
Education facility	staff		400
	students		1600
	visitors		100
Community & other facilities	staff		300

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	visitors		2700
Commercial	staff		250
	visitors		800
Total population			**52025**

5. Salient features of the project are as follows:

Total Power Load	21090 KVA (Uttar Pradesh Power Corporation Limited)
No. of D.G. Sets	6 × 2000 KVA
No. of Rain water Harvesting Pits	38 No
Parking	9880 ECS

6. Water requirement of the project is as follows:

S. No.		Population	Factor in LPCD	Requirement in KLD	Waste Water In Kld
1.	Domestic				
	Resident	40745	86	3504	
	In patient	80	320	26	
	OPD patient	500	15	8	
	Staff	1500	45	68	
	Students	1600	45	72	
	Visitor	7600	15	115	
	Total			3793 Domestic-2655 Flushing -1138	3262 Domestic-2124 Flushing- 1138
2.	Misc.			40	32
3.	Make up water for swimming pool			10	0
4.	DG cooling			54	5
5.	Laboratory			10	8
6.	Horticulture			53	0
	Total	2638		3960 KLD	3307 KLD

Total water requirement	3960 KLD
Source	Municipal supply
Total fresh water requirement	2675 KLD
Total waste water discharge	3307 KLD
Total STP Capacity	3970 KLD
Treated water usage	3134 KLD

- 2 Sewage Treatment Plant of 1530 KLD and 2440 KLD will be installed in which treatment of total waste water will be divided.
- STP of 1530 KLD will treat 1274 KLD waste water and water requirement in this case will be 1508 KLD.
- Similarly the STP of2440 KLD will treat 2033 KLD of waste water. The water requirement in this case will be 2452 KLD.

7. Waste generation details of the project are as follows:

Type of	Colors of	Category	Disposal Method	Total Waste

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Waste	Bins			(Kg)
Solid Waste:				
Organics	Green	Bio Degradable	The waste shall be treated in organic waste converter and converted to manure	14011
Recyclable Items	Blue	Recyclable	Recycler	6005
Total				**20015 kg/day**
Hazardous Waste				
Used Oil	Black with Label	Hazardous Waste	Waste is being collected in leak proof containers at isolated place and then it will be given to approve vender of CPCB as per Hazardous Wastes (Management/Handling/Transboundry Movement) Rules. 2008 and amended till date.	3 lt/d
E Waste				
E- Waste	Black with Label	Hazardous Waste	It is being given to approved vender of SPCB as per E-Wastes (Management and Handling) Rules, 2011 and came in to effect from 01-05-2012	5 – 7 kg/ month
Bio Medical Waste				
Biomedical Waste	Black with Label	Hazardous Waste	It will be given to approve vendor of CPCB as per Biomedical waste (management & handling) rules. 1998 notified by MoEF under EPA, 1986	20 kg/d

8. The project proposals are covered under category 8"b" of EIA Notification, 2006.

Based on the recommendations of the State Level Expert Appraisal Committee Meeting held on 21/10/2014 the State Level Environment Impact Assessment Authority in its Meeting held on 30/10/2014 has decided to grant the Environmental Clearance to the project subject the following specific and general conditions:-

a. **Specific Conditions:**

1. Install online water quality monitoring devices with recycled water line along with flow measuring device.
2. Project falling with in 10 Km. area of Wild Life Sanctuary is to obtain a clearance from National Board for Wild Life (NBWL) even if the eco-sensitive zone is not earmarked
3. For the treatment for total sewage, a full-fledged STP is to be provided with 20% more capacity than waste water generated during operation phase.100% waste water is to be treated in captive STP conforming to prescribed standards of receiving body for designated use. Monitoring of STP to be done daily till its stabilization.
4. Dedicated power supply for STPs is to be ensured during operation. Sludge of STP is to be used in house as manure and surplus manure should be managed by giving to end users.
5. Plan for organic waste showing technical details is to be submitted within three months with final disposal of manure.
6. Approved layout plan/all building plans to be submitted within 03 months from issuance of the Environmental Clearance.

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7. A CSR Plan should be prepared and details submitted.
8. Provision of play school/convenient shops, community hall as per population.
9. Provision for 100% solar energy on all roads and public places.
10. Use of reflecting paints on top floor and all side walls.
11. Isolated place for Municipal Solid Waste handling and the disposal shall be provided.
12. LEDs should be used in all common areas and corridors. Solar light is to be provided in the open areas with 50% of them may be with dual power.
13. Parking guideline as per Greater Noida authority should be followed.
14. All entry/exit point should be bell mouth shaped.
15. To discharge excess treated waste water into public drainage system permission from the competent authority to be taken prior to any discharge.
16. All internal roads should not be less than 12 m wide.
17. 100 % provision of Rain Water Harvesting is to be made. RWH shall be initially done only from the roof top. RWH from green and other open areas shall be done only after permission from CGWB.
18. Height of the stack should be provided as discussed based on combined DG sets capacity and be 6mt higher than the tallest building.
19. Post project monitoring for air, water (surface+ ground), Stack noise of D.G. sets, STP to be carried out as CPCB Guidelines.
20. Efforts shall be made to declare no parking zone along the outer periphery of the township and suitably a dense green belt should be developed in this area.
21. Wheel wash arrangement is to be made at exit point during construction phase.
22. Crèche to be provided during the construction/operation phase.
23. Provision of separate room for senior citizen with proper amenities.
24. Parking for disabled persons should be explored.
25. Protection shall be provided on the windows of the high rise flats for security of residents.
26. Criteria/ norms provided by competent Authority regarding the seismic zone be followed for construction work.
27. Dual plumbing should be adopted.
28. Unless and until all the environmental issues are sorted out the occupancy will be restricted and would be only allowed after achieving the Permission from the competent authority.
29. The project proponent shall ensure that the project site does not attract/infringe any buffer zone of no activity identified/declared under law.
30. Ground water should not be extracted for the purpose of construction or otherwise. In case of default the Environmental Clearance will deem to be cancelled.
31. Sprinkler to be used for curing and quenching and ready mix concrete may be used for construction.
32. Cement Bags should be used for road making.
33. 10% of houses of LIG/EWS is to be provided as per U.P government order and building bylaws.
34. Possibilities of use of treated waste water for irrigation purposes should be explored.
35. No fresh water will be used for irrigation purpose. Fresh Water will only used for drinking, bathing etc.
36. Decision made in any litigation pending in the Courts of Law shall be binding on project proponent.

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37. Technical details regarding organic waste disposal and management of organic manure will be submitted in 3 month.
38. Project Proposal should be free plastic zone. Cement Bags and plastic waste should be used for road making.
39. For any water extraction to meet water requirement, necessary permission from CGWB will be taken.
40. Zero discharge will be practiced.
41. Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 11 of the National Environment Appellate Authority Act, 1997.
42. Air quality online monitoring station is to be fixed and data is to be transferred to U.P pollution board and directorate of environment.

b. **General Conditions:**

1. It shall be ensured that all standards related to ambient environmental quality and the emission/effluent standards as prescribed by the MoEF are strictly complied with.
2. It shall be ensured that obtain the no objection certificate from the U.P pollution control board before start of construction.
3. It shall be ensured that no construction work or preparation of land by the project management except for securing the land is started on the project or the activity without the prior environmental clearance.
4. The proposed land use shall be in accordance to the prescribed land use. A land use certificate issued by the competent Authority shall be obtained in this regards.
5. All trees felling in the project area shall be as permitted by the forest department under the prescribed rules. Suitable clearance in this regard shall be obtained from the competent Authority.
6. Impact of drainage pattern on environment should be provided.
7. Surface hydrology and water regime of the project area within 10 km should be provided.
8. A suitable plan for providing shelter, light and fuel, water and waste disposal for construction labour during the construction phase shall be provided along with the number of proposed workers.
9. Measures shall be undertaken to recycle and reuse treated effluents for horticulture and plantation. A suitable plan for waste water recycling shall be submitted.
10. Obtain proper permission from competent authorities regarding enhanced traffic during and due to construction and operation of project.
11. Obtain necessary clearances from the competent Authority on the abstraction and use of ground water during the construction and operation phases.
12. Hazardous/inflammable/Explosive materials likely to be stored during the construction and operation phases shall be as per standard procedure as prescribed under law, Necessary clearances in this regards shall be obtained.
13. Solid wastes shall be suitably segregated and disposed. A separate and isolated municipal waste collection center should be provided. Necessary plans should be submitted in this regards.
14. Suitable rainwater harvesting systems as per designs of groundwater department shall be installed. Complete proposals in this regard should be submitted.
15. The emissions and effluents etc. from machines, Instruments and transport during construction and operation phases should be according to the prescribed standards. Necessary plans in this regard shall be submitted.

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16. Water sprinklers and other dust control measures should be undertaken to take care of dust generated during the construction and operation phases. Necessary plans in this regard shall be submitted.
17. Suitable noise abatement measures shall be adopted during the construction and operation phases in order to ensure that the noise emissions do not violate the prescribed ambient noise standards. Necessary plans in this regard shall be submitted.
18. Separate stock piles shall be maintained for excavated top soil and the top soil should be utilized for preparation of green belt.
19. Sewage effluents shall be kept separate from rain water collection and storage system and separately disposed. Other effluents should not be allowed to mix with domestic effluents.
20. Hazardous/Solid wastes generated during construction and operation phases should be disposed off as prescribed under law. Necessary clearances in this regard shall be obtained.
21. Alternate technologies for solid waste disposals (like vermin-culture etc.) should be used in consultation with expert organizations.
22. No wetland should be infringed during construction and operation phases. Any wetland coming in the project area should be suitably rejuvenated and conserved.
23. Pavements shall be so constructed as to allow infiltration of surface run-off of rain water. Fully impermeable pavements shall not be constructed. Construction of pavements around trees shall be as per scientifically accepted principles in order to provide suitable watering, aeration and nutrition to the tree.
24. The Green building Concept suggested by Indian Green Building Council, which is a part of CII-Godrej GBC, shall be studied and followed as for as possible.
25. Compliance with the safety procedures, norms and guidelines as outlined in National Building Code 2005 shall be compulsorily ensured.
26. Ensure usage of dual flush systems for flush cisterns and explore options to use sensor based fixtures, waterless urinals and other water saving techniques.
27. Explore options for use of dual pipe plumbing for use of water with different qualities such as municipal supply, recycled water, ground water etc.
28. Ensure use of measures for reducing water demand for landscaping and using xeriscaping, efficient irrigation equipments & controlled watering systems.
29. Make suitable provisions for using solar energy as alternative source of energy. Solar energy application should be incorporated for illumination of common areas, lighting for gardens and street lighting in addition to provision for solar water heating. Present a detailed report showing how much percentage of backup power for institution can be provided through solar energy so that use and polluting effects of DG sets can be minimized.
30. Make separate provision for segregation, collection, transport and disposal of e-waste.
31. Educate citizens and other stake-holders by putting up hoardings at different places to create environmental awareness.
32. Traffic congestion near the entry and exit points from the roads adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.
33. Prepare and present disaster management plan.
34. A report on the energy conservation measures confirming to energy conservation norms finalize by Bureau of Energy efficiency should be prepared incorporating details about building materials and technology, R & U Factors etc.

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35. Fly ash should be used as building material in the construction as per the provision of fly ash notification of September, 1999 and amended as on August, 2003 (The above condition is applicable only if the project lies within 100 km of Thermal Power Station).
36. The DG sets to be used during construction phase should use low sulphur diesel type and should conform to E.P. rules prescribed for air and noise emission standards.
37. Alternate technologies to Chlorination (for disinfection of waste water) including methods like Ultra Violet radiation, Ozonation etc. shall be examined and a report submitted with justification for selected technology.
38. The green belt design along the periphery of the plot shall achieve attenuation factor conforming to the day and night noise standards prescribed for residential land use. The open spaces inside the plot should be suitably landscaped and covered with vegetation of indigenous variety.
39. The construction of the building and the consequent increased traffic load should be such that the micro climate of the area is not adversely affected.
40. The building should be designed so as to take sufficient safeguards regarding seismic zone sensitivity.
41. High rise buildings should obtain clearance from aviation department of concerned authority.
42. Suitable measures shall be taken to restrain the development of small commercial activities or slums in the vicinity of the complex. All commercial activities should be restricted to special areas earmarked for the purpose.
43. It is suggested that literacy program for weaker sections of society/women/adults (including domestic help) and under privileged children could be provided in a formal way.
44. The use of Compact Fluorescent lamps should be encouraged. A management plan for the safe disposal of used/damaged CFLs should be submitted.
45. It shall be ensured that all Street and park lighting is solar powered. 50% of the same may be provided with dual (solar/electrical) alternatives.
46. Solar water heater shall be installed to the maximum possible capacity. Plans may be drawn up accordingly ad submitted with justification.
47. Treated effluents shall be maximally reused to aim for zero discharge. Where ever not possible, a detailed management plan for disposal should be provided with quantities and quality of waste water.
48. The treated effluents should normally not be discharged into public sewers with terminal treatment facilities as they adversely affect the hydraulic capacity of STP. If unable, necessary permission from authorities should be taken.
49. Construction activities including movements of vehicles should be so managed so that no disturbance is caused to nearby residents.
50. All necessary statutory clearances should be obtained and submitted before start of any construction activity and if this condition is violated the clearance, if and when given, shall be automatically deemed to have been cancelled.
51. Parking areas should be in accordance with the norms of MOEF, Government of India. Plans may be drawn up accordingly and submitted.
52. The location of the STP should be such that it is away from human habilitation and does not cause problem of odor. Odorless technology options should be examined and a report submitted.

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53. The Environment Management plan should also include the break up costs on various activities and the management issues also so that the residents also participate in the implementation of the environment management plan.
54. Detailed plans for safe disposal of STP sludge shall be provided along with ultimate disposal location, quantitative estimates and measures proposed.
55. Status of the project as on date shall be submitted along with photographs from North, South, West and East side facing camera and adjoining areas should be provided.
56. Specific location along with dimensions with reference to STP, Parking, Open areas and Green belt etc. should be provided on the layout plan.
57. The DG sets shall be so installed so as to conform to prescribed stack heights and regulations and also to the noise standards as prescribed. Details should be submitted.
58. E-Waste Management should be done as per MoEF guidelines.
59. Electrical waste should be segregated and disposed suitably as not to impose Environmental Risk.
60. The use of suitably processed plastic waste in the construction of roads should be considered.
61. Displaced persons shall be suitably rehabilitated as per prescribed norms.
62. Dispensary for first aid shall be provided.
63. Safe disposal arrangement of used toiletries items in Hotels should be ensured. Toiletries items could be given complementary to guests, adopting suitable measures.
64. Diesel generating set stacks should be monitored for CO and HC.
65. Ground Water downstream of Rain Water Harvesting pit nearest to STP should be monitored for bacterial contamination. Necessary Hand Pumps should be provided for sampling. The monitoring is to be done both in pre and post monsoon, seasons.
66. The green belt shall consist of 50% trees, 25% shrubs and 25% grass as per MoEF norms.
67. A Separate electric meter shall be provided to monitor consumption of energy for the operation of sewage/effluent treatment in tanks.
68. An energy audit should be annually carried out during the operational phase and submitted to the authority.
69. Project proponents shall endeavor to obtain ISO: 14001certification. All general and specific conditions mentioned under this environmental clearance should be included in the environmental manual to be prepared for the certification purposes and compliance.
70. Appropriate safety measures should be made for accidental fire.
71. Smoke meters should be installed as warning measures for accidental fires.
72. Project falling with in 10 Km. area of Wild Life Sanctuary is to obtain a clearance from National Board Wild Life (NBWL) even if the eco- sensitive zone is not earmarked.

This Environmental Clearance is subject to ownership of the site by the project proponents in confirmation with approved Master Plan for Ghaziabad. In case of violation, it would not be effective and would automatically be stand cancelled.

You are also directed to ensure that the proposed site is not a part of any no-development zone as required/prescribed/identified under law. In case of violation, this permission shall automatically deem to be cancelled. Also, in the event of any dispute on ownership or land use of the proposed site, this clearance shall automatically deemed to be cancelled.

The project proponent will have to submit approved plans and proposals incorporating the conditions specified in the Environmental Clearance within 03 months of issue of the clearance. The SEIAA/MoEF reserves the right to revoke the environmental clearance, if

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conditions stipulated are not implemented to the satisfaction of SEIAA/MoEF. SEIAA may impose additional environmental conditions or modify the existing ones, if necessary. Necessary statutory clearances should be obtained and submitted before start of any construction activity.

These stipulations would be enforced among others under the provisions of Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification, 2006 including the amendments and rules made thereafter.

This is to request you to take further necessary action in the matter as per provision of Gazette Notification No. S.O. 1533(E) dated 14.9.2006, as amended and send half yearly compliance reports in respect of the stipulated prior environmental clearance terms and conditions in hard and soft copies to the SEIAA, U.P. on 1st June and 1st December of each calendar year.

(J. S. Yadav)
Member Secretary, SEIAA

Ref. No...../Praya/SEAC/2280/2014/AD(VB) Dated

Copy with enclosure for Information and necessary action to:

1. The Principal Secretary, Department of Environment, Govt. of Uttar Pradesh, Lucknow.
2. Dr. P.L. Ahuja Rai, Advisor, IA Division, Ministry of Environment & Forests, Govt. of India, Indira Paryavaran Bhawan, Jor Bagh Road, Aliganj, New Delhi-110003.
3. Chief Conservator, Regional Office, Ministry of Environment & Forests, (Central Region), Kendriya Bhawan, 5th Floor, Sector-H, Aliganj, Lucknow.
4. District Magistrate, Ghaziabad, U.P.
5. The Member Secretary, U.P. Pollution Control Board, TC-12V, Vibhuti Khand, Gomti Nagar, Lucknow.
6. Deputy Director, Regional office, Meerut, Directorate of Environment.
7. Copy to Web Master/ guard file.

(Dr. R.K. Sardana)
Secretary, SEAC/
Director (I/C), Environment

For Prateek Realtors India Pvt. Ltd.

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Annexure-4

उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड,

टी0 सी0 12 वी., विभूति खण्ड,
गोमती नगर, लखनऊ

F59775

संदर्भ संख्या /सी-1/एन0ओ0सी/सी-948/2015. दिनांक 30-4-15

सेवा में

मैसर्स प्रतीक रियलटेयरर्स प्रा0 लि0,
प्रतीक प्रो-मैनेज, ए-४२, सेक्टर-६७,
नोयडा।

विषय: पर्यावरणीय प्रदूषण की दृष्टि से/नई इकाई की स्थापना हेतु अनापत्ति प्रमाण-पत्र निर्गमन।

महोदय,

कृपया उपरोक्त विषयक अपने आवेदन पत्र दिनॉक-13/10/2014 का संदर्भ लें। आपके आवेदन पर विचार किया गया तथा कृपया अवगत हों कि उद्योग को पर्यावरण प्रदूषण के दृष्टिकोण से निम्नलिखित विशिष्ट शर्तों एवम् सामन्य शर्तो (संलग्नक) के समुचित अनुपालन के साथ सशर्त अनापत्ति स्वीकृत की जाती है।

1 अनापत्ति प्रमाण-पत्र निम्नलिखित विशिष्ट विवरणों के लिए ही निर्गत किया जा रहा है -

(क) स्थल- प्रतीक ग्राण्ड सिटी (प्रमोटर्स प्रतीक रियलटेयरर्स इण्डिया प्रा0 लि0
प्लाट नं0 ४/डी0 एस0/१ व ५ सिद्धार्थ विहार
जिला-गाजियाबाद।

(ख) उत्पादन 154916 वर्ग मी0 क्षेत्रफल, बिल्डअप एरिया 1001147.74 वर्ग मीटर आवासीय परियोजना का निर्माण किया जाये।

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(ग) मुख्य कच्चे माल – बिल्डिंग मैट्रेरियल, आदि

(घ) औद्योगिक उत्प्रवाह की मात्रा:– शून्य

घरेलू उत्प्रवाह की मात्रा:– 3307 के0 एल0 डी0/दिन

(ङ.) प्रयुक्त ईंधन :– डी0 जी0 सेट हेतु डीजल आवश्यकतानुसार

उपर्युक्त विषय वस्तु में किसी भी प्रकार से परिवर्तन करने पर पुनः अनापत्ति प्रमाण–पत्र प्राप्त करना आवश्यक होगा।

2– उद्योग में सभी आवश्यक यंत्र, संयत्र, हरित पट्टिका, उत्प्रवाह शुद्धिकरण सयंत्र तथा वायु प्रदूषण नियंत्रण व्यवस्था की स्थापना में की गयी प्रगति रिपोर्ट इस कार्यालय में प्रत्येक माह की दसवीं तारीख तक निरंतर प्रेषित करें।

3– उद्योग इकाई मे परीक्षण उत्पादन तब तक प्रारम्भ नही करें जब तक कि वह बोर्ड से जल एवं वायु अधिनियमों के अन्तर्गत सहमति प्राप्त न कर लें। जल एवम वायु सहमति प्राप्त करने हेतु इकाई ने उत्पादन प्रारम्भ करने की तिथि से कम से कम 2 माह पहले निर्धारित सहमति आवेदन पत्रों को उत्पादन पूर्व प्रथम आवेदन का उल्लेख करते हुए इस कार्यालय में अवश्य ही जमा कर दिया जाये। यदि उद्योग उपरोक्त का अनुपालन नही करता है तो उक्त अधिनियमों के वैधानिक प्राविधानों के अन्तर्गत उद्योग के विरूद्ध बिना किसी पूर्व सूचना के विधिक कार्यवाही की जा सकती है।

4– उद्योग मे परीक्षण उत्पादन के पूर्व हमारे क्षेत्रीय कार्यालय द्वारा इकाई का परीक्षण सुनियोजित किया जाये।

For Praleek Realtors India Pvt. Ltd

Authorized Signatory

प्रतीक ग्राण्ड सिटी (प्रमोटर्स प्रतीक रियलटेयरर्स इण्डिया प्रा0 लि0
प्लाट नं0 04 / बी0 एस0 / 1 व 5, सिद्धार्थ विहार
जिला–गाजियाबाद

5– घरेलू उत्प्रवाह जिसकी मात्रा 3307 के0 एल0 डी0 से अधिक नही होगी। प्रस्तावानुसार एस0 टी0पी0 के माध्यम से बोर्ड द्वारा निर्धारित मानको के अनुरूप निस्तारित किया जाये।

6– प्रदूषण नियन्त्रण हेतु प्रस्तावित शुद्धिकरण संयत्र तथा निर्माण कार्य आपूर्ति के लिए दिये गये आदेश की प्रति इस कार्यालय में 30.12.2015 तक अवश्य प्रस्तुत की जाये।

7– मेसर्स प्रतीक ग्राण्ड सिटी (प्रमोटर्स प्रतीक रियलटेयरर्स इण्डिया प्रा0 लि0, प्लाट नं0 04 / बी0 एस0 / 1 व 5, सिद्धार्थ विहार जिला–गाजियाबाद द्वारा में 164916 वर्ग मीटर भूमि क्षेत्रफल में बिल्डअप एरिया 90099.80 वर्गमीटर में आवासीय परियोजना का निर्माण का निर्माण कार्य किया जाये। निर्माण कार्य में भूगर्भ जल का प्रयोग नही किया जायगा।

8– संस्था द्वारा प्रस्तावानुसार 3306 के0 एल0 डी0 उत्प्रवाह के शुद्धिकरण हेतु 9530 एवं 2240 के0 एल0 डी0 क्षमता का एस0 टी0 पी0 स्थापित किया जायेगा।

9– संस्था द्वारा शुद्धिकरण व्यवस्थाओं हेतु अलग से डी0जी0 सेट स्थापित करें तथा उक्त हेतु अलग से विद्युत मीटर स्थापित करे।

10– सालिड वेस्ट मैनेजमेन्ट एम0 एस0 डब्लू 2000 के प्राविधानो के अनुसार किया जाये।

11– म्युनिसीपल अथॉरिटी द्वारा बायोडिग्रेडेबुल वेस्ट के निस्तारण हेतु सुविधा स्थापित न किये जाने की स्थिति में संस्था द्वारा उक्त का निस्तारण परिसर के अन्दर वर्मीकम्पोस्टिंग / बायोकम्पोस्टिंग के द्वारा किया जाये।

12– समस्त प्रस्तावित डी0जी0सेट पर ध्वनि रोधक व्यवस्थाओं के साथ साथ प्रस्तावानुसार चिमनी भी स्थापित की जाये।

13– संस्था प्रस्तावनुसार रेन वाटर हार्वेस्टिंग व्यवस्था स्थापित करें।

14– संस्था द्वारा पर्यावरण एवं वन मंत्रालय भारत सरकार / स्टेट इन्वायरमेंट इम्पेक्ट असेसमेंट अथॉरिटी से पर्यावरणीय क्लीयरेन्स प्राप्त किया जायें।

15– यह अनापत्ति प्रमाण पत्र की वैधता पाँच वर्ष या बैंक गारण्टी की वैधता तिथि से एक वर्ष कम जो पूर्व हो मान्य होगी।

16– [illegible] बैंक गारण्टी [illegible]– एफ–5333 [illegible] / सी–1 / एम0ओ0सी0–जी–[illegible] दिनांक 5 / 12 / 2014 का अक्षरशः अनुपालन करना सुनिश्चित करे, अनुपालन न करने की दशा में संस्था द्वारा प्रेषित बैंक गारण्टी बोर्ड के पक्ष में अवमुक्त की जा सकती है, जिसकी पूर्ण जिम्मेदारी स्वयं संस्था के जिम्मेदार पदाधिकारियों की होगी।

17– संस्था बोर्ड में प्रेषित बी0 जी0 की वैधता तिथि पाँच वर्ष बढ़ाकर एक सप्ताह में भेजना सुनिश्चित करें।

For Prateek Realtors India Pvt. Ltd.

Authorized Signatory

कृपया ध्यान दें कि उपर्युक्त लिखित विशिष्ट शर्तों एवम् सामान्य शर्तों का प्रभावी एवम् संतोषजनक अनुपालन न करने पर बोर्ड द्वारा निर्गत अनापत्ति प्रमाण पत्र निरस्त कर दिया जायेगा। बोर्ड का अधिकार सुरक्षित है कि अनापत्ति की शर्तों में संशोधन किया जाये अथवा निरस्त कर दिया जाय। उपर्युक्त विशिष्ट एवं सामान्य शर्तों के संबंध में उद्योग द्वारा इस कार्यालय में 30.12.2015 तक प्रथम अनुपालन आख्या अवश्य प्रेषित की जाए। अनुपालन आख्या नियमित प्रेषित की जाए अन्यथा अनापत्ति निरस्त कर दी जाएगी।

भवदीय,

सदस्य सचिव

पृष्ठांकन सं0 /एन0ओ0सी0 तद्दिनांक

प्रतिलिपि

1. ~~मुख्य प्रबन्धक~~ सचिव, विकास प्राधिकरण गाजियाबाद।
2. क्षेत्रीय अधिकारी, उ0प्र0प्रदूषण नियंत्रण बोर्ड, गाजियाबाद।

मुख्य पर्यावरण अधिकारी
(वृत्त–1)

अग्रवाल/–

For Prateek Realtors India Pvt. Ltd.
Authorized Signatory

Annexure-5

UTTAR PRADESH POLLUTION CONTROL BOARD
Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010
Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.com, Website: www.uppcb.com

CONSENT ORDER

Ref No. - 111475/UPPCB/Ghaziabad(UPPCBRO)/CTO/water/GHAZIABAD/2020 **Dated : 12/02/2021**

To ,

Shri RAJESH KUMAR AGARWAL
M/s M/s PRATEEK REALTORS INDIA PVT. LTD.
Prateek Grand City (Group Housing Project) at Plot No. 04/B.S-15, Siddharth Vihar, Ghaziabad, U.P ,GHAZIABAD,201301
GHAZIABAD

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

Reference Application No :10214510 **Dated :12/02/2021**

1. For disposal of effluent into water body or drain or land under The Water (Prevention and control of Pollution) Act,1974 as amended (here in after referred as the act) M/s. M/s PRATEEK REALTORS INDIA PVT. LTD. is hereby authorized by the board for discharge of their industrial effluent generated through ETP for irrigation/river through drain and disposal of domestic effluent through septic tant/soak pit subject to general and special conditions mentioned in the annexure ,in refrence to their foresaid application .
2. This consent is valid for the period from 01/01/2021 to 31/12/2022 .
3. In spite of the conditions and provisions mentioned in this consent order UP Pollution Control Board reserves its right and powers to reconsider/amend any or all conditions under section 27(2) of the Water (Previntion and Controt of Pollution) Act, 1974 as amended .

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

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

CEO-1

Enclosed : As above
(condition of consent):

Copy to: Regional Officer, UPPCB, Ghaziabad.

CEO-1

U.P. POLLUTION CONTROL BOARD, LUCKNOW

Annexure to Consent issued to M/s.M/s PRATEEK REALTORS INDIA PVT. LTD. vide

Consent Order No. 10214510/ Water Dated : 12/02/2021

CONDITIONS OF CONSENT

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

Effluent Discharge Details			
S.No	**Kind of Effulant**	**Maximum daily discharge,KL/day**	**Treatment facility and discharge point**
1	Domestic	900 KLD	STP

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

4(a) The domestic effluent should be treated in treatment plant so that the should be in conformity with the following norms dated treated effluent .

Domestic Effulant		
S.No	**Parameter**	**Standard**
1	Total Suspended Solids	As per EP Act 1986
2	BOD	As per EP Act 1986
3	COD	As per EP Act 1986
4	Oil & Grease	As per EP Act 1986
5	Quantity of Discharge	900 KLD

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

Industrial Effulant		
S.No	**Parameter**	**Standard**

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

Specific Conditions:

1. Unit shall comply with Uttar Pradesh Groundwater (Management and Regulation) Act 2019.
2. The Unit shall comply with various provisions of Air (Prevention and Control of Pollution) Act 1981 as amended, Water (Prevention and Control of Pollution) Act 1974 as amended and all other applicable rules notified under E.P. Act 1986.
3. The Unit shall dispose the hazardous waste through authorized recyclers/TSDF and comply with the provisions of Hazardous and Other Wastes (Management and Trans-boundary Movement) Amendment Rules, 2016 and The Solid Waste Management Rules, 2016
4. The treated effluent/sewage shall be used for irrigation purposes as much as possible. The guidelines developed by the CPCB for the utilization of treated effluent for the irrigation purposes is available at the URL http://cpcb.nic.in/NGT/Guidelines-UTE-Irrigation.pdf
5. The Unit shall comply with the provisions of notification dt.07-10-2016 of Ministry of Water Resources, River Development and Ganga Conservation, GOI.
6. The Unit shall submit the point wise compliance report of the CTO issued by the Board for the year 2019 and the audited balance sheet for the current year and the details of fees deposited during last three years within a month failing which consent would be deemed void.
7. At the site a display board size 4x6 feet shall be installed to display the provisions of Construction and Demolition Rules 2016.
8. The Unit shall ensure proper operation and maintenance of Sewage Treatment Plant. Also independent flow meters, logbook and electric meter should be installed for Sewage treatment plant.
9. The Unit should be operated in such a way so that there is no adverse impact on public and environment.
10. The Unit shall develop proper green belt and rain water harvesting system as per guidelines. For green belt at least 8 feet height plants should be planted which shall be properly protected as proper irrigation and maneuvering arrangements shall be made. For the development of the green belt the guidelines issued vide Board office order no. H10405/220/2018/02 Dt. 16-02-2018 shall be complied.
11. This consent is valid only for products and quantity mentioned above. The Unit shall obtain prior approval before making any modification in product/process /fuel/ Plant machinery failing which consent would be deemed void.
12. The Unit shall submit quarterly monitoring reports of treated effluent from a certified / approved laboratory under E.P. Act 1986
13. The Unit will ensure the continuous and uninterrupted data supply from the OCEEMS to the CPCB server. The unit shall maintain strict supervision on fluctuations in operating parameters with respect to each treatment unit of the Effluent treatment plant.
14. If the CPCB or UPPCB issues the Closure order against the Unit this consent order stands automatically suspended for that period.
15. The Unit shall abide by orders / directions issued by Hon'ble Supreme Court Hon'ble High Court, Hon'ble National Green Tribunal, Central Pollution Control Board and U.P Pollution Control Board for protection and safe guard of environment from time to time.
16. It is to inform you that process to forfeit Rs. 2 lac from the Bank Guarantee submitted by the unit at the time of CTE has been initiated for violation of CTE condition regarding establishment & operation of 3 RMC plants at site without valid CTO from Board.

Issued with the permission of competent authority .

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

CEO-1

UTTAR PRADESH POLLUTION CONTROL BOARD
Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010
Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.com, Website: www.uppcb.com

CONSENT ORDER

Ref No. - 111473/UPPCB/Ghaziabad(UPPCBRO)/CTO/air/GHAZIABAD/2020 **Dated : 12/02/2021**

To ,

Shri RAJESH KUMAR AGARWAL
M/s M/s PRATEEK REALTORS INDIA PVT. LTD.
Prateek Grand City (Group Housing Project) at Plot No. 04/B.S-15, Siddharth Vihar, Ghaziabad, U.P ,GHAZIABAD,201301
GHAZIABAD

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

Reference Application No. 10214323 Dated : 12/02/2021

1. With reference to the application for consent for emission of air pollutants from the plant of M/s M/s PRATEEK REALTORS INDIA PVT. LTD.. under Air Act 1981. It is being authorised for said emissions, as per the standards, in environment, by the Board as per enclosed conditions .
2. This consent is valid for the period from 01/01/2021 to 31/12/2022 .
3. Inspite of the conditions and provisions mentioned in this consent order UP Pollution Control Board reserves its right and powers to reconsider/amend any or all conditions under section 21 (6) of the Air (Previntion and Controt of Pollution) Act, 1981 as amended.

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

VIVEK ROY Digitally signed by VIVEK ROY Date: 2021.02.12 13:04:11 +05'30'

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

CEO-1

Enclosed : As above
(condition of consent):

Copy to: Regional Officer, UPPCB, Ghaziabad.

VIVEK ROY Digitally signed by VIVEK ROY Date: 2021.02.12 13:04:22 +05'30'

CEO-1

U.P. Pollution Control Board

Dated : 12/02/2021

CONDITIONS OF CONSENT

1. This consent is valid only for the approved production capacity of Group Housing Project cum commercial complex.
2. This consent is valid only for products and quantity mentioned above. Industry shall obtain prior approval before making any modification in product/ process /fuel/ plant machinery failing which consent would be deemed void.

3(a) The maximum rate of emission of flue gas should not be more than the emission norms for the stacks.

3(b) Air Pollution Source Details.

Air Pollution Source Details					
S.No	**Air Polution Source**	**Type of Fuel**	**Stack No.**	**Parameters**	**Height**
1	12 DG Sets (3x500, 5x630, 1x750, 2x1250, 1x160) KVA	HSD		Sulphur Dioxide	As per EP Act 1986

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

Emission Quality Details Detail			
S.No	**Stack No**	**Parameter**	**Standard**
1	1	Sulphur Dioxide	As per EP Act 1986

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

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

Specific Conditions:

1. The Unit shall comply with various provisions of Air (Prevention and Control of Pollution) Act 1981 as amended, Water (Prevention and Control of Pollution) Act 1974 as amended and all other applicable rules notified under E.P. Act 1986.
2. The Unit shall dispose the hazardous waste through authorized recyclers/TSDF and comply with the provisions of Hazardous and Other Wastes (Management and Trans-boundary Movement) Amendment Rules, 2016 and The Solid Waste Management Rules, 2016
3. The Unit shall submit the point wise compliance report of the conditions imposed in the CTO issued by the Board for the year 2019 and the audited balance sheet for the current year and the details of fees deposited within a month failing which consent would be deemed void.
4. At the Unit site a display board size 4x6 feet shall be installed to display the provisions of Construction and Demolition Rules 2016.
5. This consent is only valid for no emission source.Project shall obtain CTE before installing any source of emission i.e. DG Sets etc.
6. The Unit shall develop proper green belt and rain water harvesting system as per guidelines. For green belt at least 8 feet height plants should be planted which shall be properly protected as proper irrigation and maneuvering arrangements shall be made. For the development of the green belt the guidelines issued vide Board office order no. H10405/220/2018/02 Dt. 16-02-2018 shall be complied.
7. This consent is valid only for products and quantity mentioned above. The Unit shall obtain prior approval before making any modification in product/process /fuel/ Plant machinery failing which consent would be deemed void.
8. The Unit will ensure the continuous and uninterrupted data supply from the OCEMS to the CPCB server.
9. If the CPCB or UPPCB issues the Closure order against the Unit this consent order stands automatically suspended for that period.
10. The Unit shall abide by orders / directions issued by Hon'ble Supreme Court Hon'ble High Court, Hon'ble National Green Tribunal, Central Pollution Control Board and U.P Pollution Control Board for protection and safe guard of environment from time to time.
11. It is to inform you that process to forfeit Rs. 2 lac from the Bank Guarantee submitted by the unit at the time of CTE has been initiated for violation of CTE condition regarding establishment & operation of 3 RMC plants at site without valid CTO from Board.

Issued with the permission of competent authority .

VIVEK ROY Digitally signed by VIVEK ROY Date: 2021.02.12 13:04:30 +05'30'

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

CEO-1

Annexure-6

संख्या : 3338/आठ–1–11–80विविध/2010

प्रेषक,

आलोक कुमार
सचिव,
उत्तर प्रदेश शासन।

ANNEXURE-4

सेवा में,

(1) आवास आयुक्त, उ0प्र0 आवास एवं विकास परिषद, लखनऊ।
(2) उपाध्यक्ष, समस्त विकास प्राधिकरण, उत्तर प्रदेश।
(3) अध्यक्ष, समस्त विशेष विकास क्षेत्र, उत्तर प्रदेश।
(4) नियंत्रक प्राधिकारी, समस्त विनियमित क्षेत्र, उ0प्र0।

आवास एवं शहरी नियोजन अनुभाग–1 लखनऊ : दिनांक 26 सितम्बर, 2011

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

महोदय,

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

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

(I) आय सीमा

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

(II) भूखण्ड का क्षेत्रफल/प्लिन्थ एरिया

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

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

TRUE COPY

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

(क) 3000 वर्ग मीटर से अधिक क्षेत्रफल की आवासीय योजनाओं के अन्तर्गत प्रस्तावित आवासीय इकाईयों का ई.डब्लू.एस. एवं एल.आई.जी. के लिए न्यूनतम 10–10 प्रतिशत (कुल 20 प्रतिशत) इकाईयों के निर्माण की अनिवार्यता इस शर्त के अधीन होगी कि उक्त इकाईयों की संख्या योजना के 'ग्रॉस एरिया' पर 5 इकाईयां प्रति एकड़ से कम नही होगी। प्रस्तावित योजना प्लॉटेड डेवलपमेन्ट/ग्रुप हाउसिंग अथवा किसी भी पद्धति के अनुसार नियोजित होने पर आवासीय इकाईयों का निर्माण करना अनिवार्य होगा।

(ख) यदि 3000 वर्ग मीटर से लेकर 1.0 हैक्टेयर तक की योजना में उसी स्थल पर ई.डब्लू.एस. एवं एल.आई.जी. की इकाईयों का निर्माण सम्भव न हो, तो उस स्थल के लगभग 1.0 किमी. के अर्द्धव्यास में स्थित आवासीय भू–उपयोग की भूमि पर प्रस्तर–(क) की अपेक्षानुसार आवासीय इकाईयों का निर्माण करना होगा।

(IV) योजना का कियान्वयन

(क) ई.डब्लू.एस. एवं एल.आई.जी. के भवनों की लागत जिसमें भूमि की लागत (जिलाधिकारी का अद्यतन सर्किल रेट) तथा भवन की निर्माण लागत शामिल होगी, की गणना विकास प्राधिकरण/आवास परिषद द्वारा की जाएगी।

(ख) योजना के ले–आऊट प्लान की स्वीकृति के समय सम्बन्धित योजना में ई.डब्लू.एस. एवं एल.आई.जी. भवनों का जितना दायित्व बनता है, का भी मानचित्र साथ में स्वीकृत कराना अनिवार्य होगा।

(ग) योजना के ले–आऊट प्लान की स्वीकृति के समय विकासकर्ता द्वारा विकास प्राधिकरण/आवास एवं विकास परिषद के पक्ष में नियमानुसार देय 'परफार्मेन्स गारन्टी' के अतिरिक्त ई.डब्लू.एस. एवं एल.आई.जी. भवनों के लिए भूमि एवं भवनों के निर्माण की उपरोक्त (क) के अनुसार आंकलित लागत के समतुल्य शत–प्रतिशत बैंक गारन्टी देय होगी, जो भवन निर्माण के साथ–साथ अनुपातिक रूप से अवमुक्त की जाएगी।

(घ) विकास प्राधिकरण/आवास एवं विकास परिषद द्वारा योजना का 'कम्पलीशन सर्टीफिकेट' तभी जारी किया जाएगा जब विकासकर्ता द्वारा ई.डब्लू.एस. एवं एल.आई.जी. भवनों का निर्माण कार्य पूर्ण कर लिया जाए।

(V) विकासकर्ताओं को 'इन्सेन्टिव

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

(ख) विकासकर्ता द्वारा अतिरिक्त एफ.ए.आर. के अनुसार ले–आउट प्लान/भवनों का डिज़ाइन तैयार किया जा सकेगा, जो सशर्त अनुमोदित किया जाएगा,

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

(VI) भवनों का मूल्य निर्धारण

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

(VII) भवनों के आवंटन की प्रकिया

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

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

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

भवदीय,

आलोक कुमार
सचिव

संख्या— 3338 (1)/आठ—1—2011, तद्दिनांक।

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

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

आज्ञा से

(अजय दीप सिंह)
विशेष सचिव

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Prateek Group
Creating Landmarks, Setting Benchmarks

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF PRATEEK REALTORS INDIA PRIVATE LIMITED DULY CONVENED AND HELD ON THURSDAY, THE 14TH DAY OF OCTOBER, 2021 AT 10.00 A.M. AT A-42, SECTOR 67, NOIDA -201301

AUTHORIZATION FOR COURT CASES

"**RESOLVED THAT** in supersession of the earlier resolutions passed in the Board meeting held on 6th August, 2021 and 8th September, 2020, the consent of the Board of Directors of the Company be and is hereby accorded to add Mr. Rajesh Kumar Agarwal, S/o Late Shri Om Prakash Agarwal, R/o Flat No. -2703, Block C, 26th floor, Cleo County, GH-05, Sector-121, Noida-201301 along with Mr. Rajesh Kumar Jain S/o Late Shri Kamlesh Kumar Jain R/o C-1903, The Jewel of Noida, Plot no. 14, Sector-75, Noida Mr. Sunil Kumar Mittal, S/o Late Sh. Jai Prakash Mittal, R/o B-1107, Prateek Fedora E-11, Sector 61, Noida, Gautam Budh Nagar, Uttar Pradesh or Col. Raj Shekher Sharma (Retd) S/o Deo Sharma, R/o A-2/A-64, DDA Flats, Janak Puri, New Delhi- 110058 or Mr. Ratan Mittal, S/o Shri Jai Prakash Mittal R/o Flat no. C-1414, Prateek Fedora, Plot No.- E-11, Sector- 61, Noida, Gautam Buddha Nagar, Uttar Prasdesh-201301, authorised signatories of the Company to represent the Company in any case(s) /matter/appeal/execution/writ/SLP to file complaint/W.S./Reply/ affidavit/ undertaking or any other document filed by or against the Company in any court /mediation /forum /consumer Court/Con..nission/tribunal .

RESOLVED FURTHER THAT Mr. Rajesh Kumar Agarwal or Mr. Rajesh Kumar Jain or Mr. Ratan Mittal or Col. Raj Shekher Sharma (Retd) or Mr. Sunil Kumar Mittal be and are hereby authorised severally to sign, verify & file petition/plaints/ complaints/ reply to any complaints and/or to any application therein, to present any document in support and/or affidavit/undertaking to be filed before the Hon'ble court/ forum. They are also authorised to appoint any agent/ attorney to act on his behalf to all other things connected thereto."

RESOLVED FURTHER THAT a certified copy of this resolution be furnished, as may be required, under the signatures of any one of the Directors of the Company."

Certified True Copy
For Prateek Realtors India Private Limited

Prashant Kumar Tiwari
Director
DIN: 00024438

Date: 14.10.2021
Place: Noida

Prateek Group
Creating Landmarks, Setting Benchmarks

LIST OF AUTHORISED SIGNATORIES FOR THE BOARD RESOLUTION PASSED BY PRATEEK REALTORS INDIA PRIVATE LIMITED TO PROVIDE AUTHORIZATION FOR COURT CASES PASSED IN THE BOARD MEETING HELD ON THURSDAY, THE 14TH DAY OF OCTOBER, 2021 AT 10.00 A.M. AT A-42, SECTOR 67, NOIDA -201301

Name	Specimen Signature
Mr. Sunil Kumar Mittal	
Col. Raj Shekher Sharma (Retd)	Raj Shekhar.
Mr. Ratan Mittal	
Mr. Rajesh Kumar Jain	
Mr. Rajesh Kumar Agarwal	

Certified True Copy
For Prateek Realtors India Private Limited

Prashant Kumar Tiwari
Director
DIN: 00024438

Date: 14.10.2021
Place: Noida

Gmail

Vineet Kumar <vineet.legal@gmail.com>

Advance Service Reply on behalf of Respondent No. 6 i.e. M/s Prateek Realtor India Private Ltd. titled as Sanjeev Kumar Vs. Uttar Pradesh Pollution Control Board & Ors. OA No. 884/2022 in NGT

1 message

Vineet Kumar <vineet.legal@gmail.com> Mon, Mar 27, 2023 at 4:19 PM
To: harshvardhansinghrajawat182@gmail.com

Please find attached herewith the Advance copy of the Service Reply on behalf of Respondent No. 6 i.e. M/s Prateek Realtor India Private Ltd. titled as Sanjeev Kumar Vs. Uttar Pradesh Pollution Control Board & Ors. OA No. 884/2022 in NGT.

--

Thanks & Regards,

VINEET KUMAR

M/s VICTORY ASSOCIATES

ADVOCATES, SOLICITORS & LEGAL CONSULTANTS

19 Raj Niwas Marg, Civil Lines,
Delhi 110054
+91-9810815307, +91-9953415307

Reply on behalf of Respondent No. 6.pdf
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