



HARYANA STATE POLLUTION CONTROL BOARD

Faridabad Region, Opp. HewoAppmt., Sector-16, Faridabad

Website: www.hspcb.gov.in

Memo.No.HSPCB/FR/2021/ 1991
To

Dated: 27/09/2021

The Registrar General,
National Green Tribunal,
New Delhi,

Sub: Supplementary Report in case of OA no. 219/2020 in the matter of Vindesh Pardhan V/s State of Haryana & Ors.

In this connection, please find enclosed herewith the Supplementary Report on behalf of Haryana State Pollution Control Board in O.A. No. 219/2020 in the matter of Vindesh Pardhan V/s State of Haryana & Ors.

Submitted for your Kind information please.

DA/as above

Kansolis
Regional Officer
Faridabad Region
K

Endst. No. HSPCB/FR/2021/

Dated:

A copy of above is forwarded to the Chairperson, Haryana State Pollution Control Board, Panchkula for information please.

Regional Officer
Faridabad Region

Endst. No. HSPCB/FR/2021/

Dated:

A copy of above is forwarded to the District Attorney, Haryana State Pollution Control Board, Panchkula for information please.

Regional Officer
Faridabad Region

BEFORE THE NATIONAL GREEN TRIBUNAL

AT PRINCIPAL BENCH, NEW DELHI

Original Application No.219/2020

Vindesh Pradhan

.....Applicant

Versus

State of Haryana & Ors.

.....Respondent (s)

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4.	Annexure-R/3: Copy of letter dated 05.08.2021 submitted on behalf of M/s Countrywide Promoters Pvt. Ltd.	
5.	Annexure-R/4: Copy of letter dated 06.09.2021.	

BEFORE THE NATIONAL GREEN TRIBUNAL

AT PRINCIPAL BENCH, NEW DELHI

Original Application No.219/2020

Vindesh Pradhan

.....Applicant

Versus

State of Haryana & Ors.

.....Respondent (s)

**SUPPLEMENTRY REPORT IN CASE OF OA No. 219/2020 IN
THE MATTER OF VINDESH PARDHAN V/S STATE OF
HARYANA & ORS.**

MOST RESPECTFULLY SHOWETH:

In compliance of directions of Hon'ble NGT, joint committee comprising of Rajesh Debroy, Sc'E', Smita Kanodia, Regional Officer, Faridabad and Ranvijay, Tehsildar, Faridabad (representative of District Magistrate, Faridabad) has inspected the site on 20.11.2020 and identified the extend of violation based on joint inspection report of M/s Countrywide Promoters Pvt. Ltd., Faridabad & M/s BPTP Ltd., Faridabad, Haryana. The status report of Joint Committee has already been placed on record on 18.12.2020. Further, the unit has been inspected by the team of Haryana State Pollution Control Board, Haryana Water Resources Authority and Irrigation Department on 28.06.2021 in respect of harvesting structures.

The updated status report is as under:-

1. That with respect to functioning of Solar Panels for water heating, the compliance status has been submitted on behalf of project proponent vide its letter dated 13.08.2021 enclosing the photographs of the Solar Panels. Copy of letter dated 13.08.2021 is attached as **Annexure-R/1.**
2. That in regard to rain water harvesting as mentioned at Sr. No. 'J' & 'K' of Joint Report submitted on 18.12.2020, it is submitted that implementation of rain water harvesting scheme was verified by the Committee consisting of officers from Haryana Water Resources Authority (HWRA), Irrigation & Water Resources Department (I&WRD)

"During the inspection of the Committee, it was observed that as per the instruction of CGWA five recharge trenches with one recharge well each was found constructed in the premises. The recharge structures were found constructed along the boundary of premises and along the rain fall runoff drain. All the five structures were inspected by the Committee, and it was found that three recharge structures were clean and found to be fit for recharge for rain water and another one recharge structure was clean but some water was stagnant in the pit, indicating that although the trench is clean but the recharge appears to be less and require further cleaning of recharge bore/filter material. In one recharge trench the work of cleaning was in progress.

To know the recharge efficiency of the recharge pit, one recharge pit was selected to conduct for recharge rate. For this water from fire hydrant was discharged in the recharge pit for about 45 minutes and water column of 380 mm was created in the recharge pit. After that the water in the pit was stopped and continuous reading of every five minutes/as per requirement was taken to find out the lowering of water level in the pit and to find out the recharge rate.

The details of the findings is as follows: -

Dimensions of recharge pit-

- i. Diameter of recharge pit - 4000mm
- ii. Total depth of recharge pit - 4300mm
- iii. Thickness of filter material in recharge pit - 1500mm
- iv. Quantity of water filled in recharge pit in 45 minutes - 380 mm.
- v. Time taken to recharge 380mm column of water - 16 minutes
- vi. Depth of recharge bore - 20meter
- vii. Diameter of recharge bore - 200mm
- viii. Rate of recharge - $2 \times 31.4 \times 2 \times 0.380 = 4.773$ or 4773 liter

Or 298 lpm or 4.9 lps (liter per second)

The above experiment indicates the efficiency of recharge structure is fairly good keeping in view of local hydro-geological conditions.

It was reported by the residents that during the monsoon season water was stagnant in the recharge structures and in the premises also for considerable time and these recharge structures were not functional. The enquiry from the residents, the maintenance staff of project and the local persons the following reasons were concluded for the flooding of the project area:-

- i. The intensity of rain fall for short duration during that period may be high and may be beyond the capacity of five recharged structures.
- ii. It was informed that during that Covid-19 period the annual maintenance of the recharge structures before the monsoon could not be performed leading to low recharge capacity of these recharge structures.
- iii. It was informed that in surrounding areas some structures like roads and new constructions have come up with high elevation. The rainwater from these areas also entered in these premises during the period leading to further accumulation of water in the project area.

Conclusions:

After the survey and the findings, following measures are recommended by the committee to be taken up to avoid rainwater accumulation in future.

1. Measure may be taken, so that rainwater from surrounding area do not enter in the premises as this water is muddy which may be choke the recharge structures.
2. Periodic maintenance of recharge structures should be taken up during monsoon period i.e., in June and winter monsoon period i.e. in November, so that the efficiency of the recharge structures

remain in good condition and the rain fall run off generated from the premises may be recharged without overflow.

3. The project may be connected to the efficient public drainage system, so that in case of excess rain fall the water does not accumulate in the premises and drain out without hinderance."

Copy of report w.r.t. rain water harvesting structure inspected on 18.06.2021 is annexed herewith as **Annexure-R/2**

- 3 That the project proponent vide its letter dated 05.08.2021 has submitted the compliance status of recommendations (Annexure-R/2) made by the Committee after inspection of rain water harvesting structures. Copy of letter dated 05.08.2021 submitted on behalf of M/s Countrywide Promoters Pvt. Ltd. is annexed as **Annexure-R/3**.
- 4 That the Environmental Compensation of Rs. 5,72,000/- imposed by Joint Committee has been deposited with the HSPCB vide DD no. 218312 dated 23.03.2021.
- 5 That the project proponent vide its letter dated 06.09.2021 has intimated that in August 2021, the entire maintenance services including operation and maintenance of STP has been handed over to Resident welfare association (RWA) namely "PPRWA-Princess Park Resident Welfare Association." Copy of letter dated 06.09.2021 is annexed as **Annexure-R/4**.

The updated status is being submitted by way of present supplementary report, same may kindly be taken on record. It is being undertaken to comply with the directions passed by this Hon'ble Tribunal.

Kanodia
Regional Officer
Faridabad Region

Countrywide Promoters Private Limited

Ref. No.....

Dated.....

The Regional Officer, Faridabad
Haryana State Pollution Control Board
Sector 16 A, opposite Hewo Apartment, Faridabad

13/08/2021

Subject: Regarding submission of action taken w.r.t. solar water heating panel function in the matter of OA No. 219/2020, Vindesh Pradhan vs. State of Haryana and Ors.

Respected Madam,

38 KLD capacity solar water heating system installed and HAREDA NOC obtained (copy enclosed).
Further, submitting action taken before monsoon season:-

- Dust trapped on solar tubes, cleaned quarterly prior to start of monsoon season.
- Connection of loose wires, checked and tightened
- Dust, moist, vegetation thoroughly removed to ensure effective system operation.
- Water tightness of roof penetrations rectified as needed.
- Roof drainage suitably de-clogged.
- Appropriate joints checked and connection ensured.
- Corrosion minimized and cleanliness optimized.
- Loose hanging wires tightened.
- The inverter bolted to the electrical pad at all mounting points.
- Water heating tube modules protected from dirt buildup.
- Racking system defects such as rust, corrosion, or broken bolts rectified.
- Boxes thoroughly checked and debris inside the boxes removed.
- Fused holders replaced.
- Cabinet penetrations proper sealed and water ingress corrected.
- Inverter efficiency optimized from sign of water, rodent, or dust intrusion

It may be brought to your kind notice that solar panel is in good working condition.

Submitted for your kind consideration and records.

Thanking you,


Dinesh Kumar
Authorized Signatory

From

The Director
Renewable Energy Deptt.,
Haryana, SCO 48, Sector 26,
Chandigarh.

To

✓ The Princess Park Group Housing,
Sec-86, Park Lands,
Faridabad

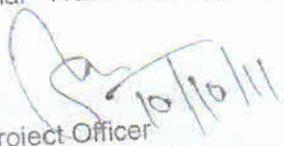
Memo No.DRE/2011/ 2958
Dated Chandigarh, the 10-10-2011

SUBJECT: NOC on installation of Solar Water Heating System for Group Housing Project at Princess Park, Tower D, E, F & G, Group Housing-1, Sector-86, Faridabad built by M/s Countrywide Promoter Pvt. Ltd., New Delhi.

Please refer to your application dated 14.09.2011 on the above subject.

In this regard, I am directed to inform you that the above Society has installed the Solar Water Heating System of 4700 liters per day capacity at towers D,E,F,G in its Princess Park Group Housing-1, Sector-86, Faridabad i.e. Countrywide Promoter Pvt. Ltd., M-11, Middle Circle, Connaught Place, New Delhi as per HAREDA norms.

Therefore, HAREDA has no objection to issue of the completion certificate by the HUDA to the said Towers i.e. D,E,F,G of above said Society as far as compliance of Haryana Govt. Orders for mandatory installation of Solar Water Heating System are concerned.


Project Officer
for Director, Renewable Energy Deptt.
Haryana, Chandigarh

From

The Director General
Renewable Energy Deptt., Haryana/HAREDA
Akshya Urja Bhawan,
Institutional Plot no.1, Sector-17, Panchkula

To

✓ M/s Countrywide Promoters Pvt. Ltd.,
M-11, Middle Circle, Connaught Place,
New Delhi-01

Memo No. DRE/2014/ 5709-5711

Dated, the 31-1-14

**SUBJECT: NOC for Solar Water Heating System at The Princess Park, Sector-86,
Faridabad**

Please refer to your application dated Nil on the above subject.

In this regard, I am directed to inform you that M/s Countrywide Promoters Pvt. Ltd., New Delhi has installed the Solar Water Heating System the Princess Park, Sector-86, Faridabad on 4 towers i.e A,K,L, & M of 16800 liters per day capacity as per HAREDA norms.

Therefore, HAREDA has no objection to issue of the completion certificate by the HUDA to that M/s Countrywide Promoters Pvt. Ltd., New Delhi for installation of Solar Water Heating the Princess Park, Sector-86, Faridabad on 4 tower i.e. A,K,L & M as far as compliance of Haryana Govt. orders for mandatory installation of Solar Water Heating System are concerned.



Project Officer

for Director, Renewable Energy Deptt.
Haryana, Panchkula

CC. 1. The Additional Deputy Commissioner-Cum-Chief Project Officer, Faridabad

2. The Estate Officer, HUDA, Faridabad.



Haryana Renewable Energy Development Agency (HAREDA)

(DEPARTMENT OF RENEWABLE ENERGY HARYANA)

SCO 48, SECTOR 26, CHANDIGARH - 160 019

PH. : 0172-2791917, 2790918

FAX : 0172-2790928, E-mail : drehareda@gmail.com

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To

The Countrywide Promoters Pvt. Ltd .
M-11, Middle Circle, Connaught Place,
New Delhi.

Memo No. DRE/2011/ 2347-49
Dated Chandigarh, the 17/7/12

SUBJECT: NOC on installation of Solar Water Heating System at Group Housing Society The Princess Park on 4 towers i.e. B,C,H,& J at Sec-86, Faridabad.

Please refer to your application dated Nil on the above subject.

In this regard, I am directed to inform you that The Countrywide Promoters Pvt. Ltd .M-11, Middle Circle, Connaught Place, New Delhi has installed the Solar Water Heating System at Group Housing Society "The Princess Park" on 4 towers i.e. B,C,H, & J at Sec-86, Faridabad of 16800 liters per day capacity as per HAREDA norms.

Therefore, HAREDA has no objection to issue of the completion certificate by the HUDA to the Towers B,C,H,& J at "The Princess Park", Sec-86, Faridabad as far as compliance of Haryana Govt. Orders for mandatory installation of Solar Water Heating System are concerned.

Project Officer
for Director, Renewable Energy Deptt.
Haryana, Chandigarh

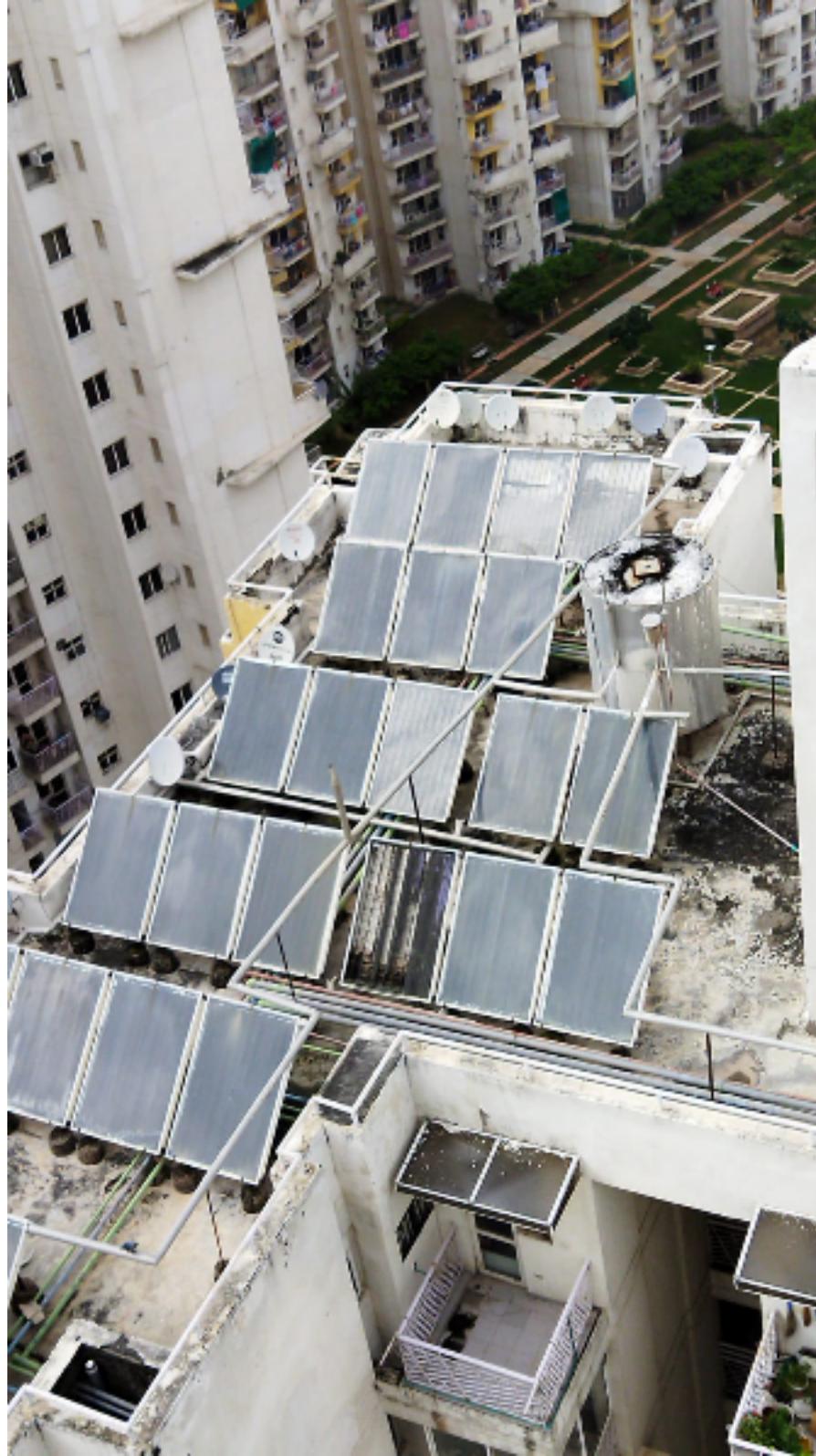
CC. 1. The Additional Deputy Commissioner-Cum-Chief Project Officer, Faridabad.

2. The Estate Officer, HUDA, Faridabad.

USE RENEWABLE ENERGY, SAVE THE ENVIRONMENT, SAVE THE EARTH





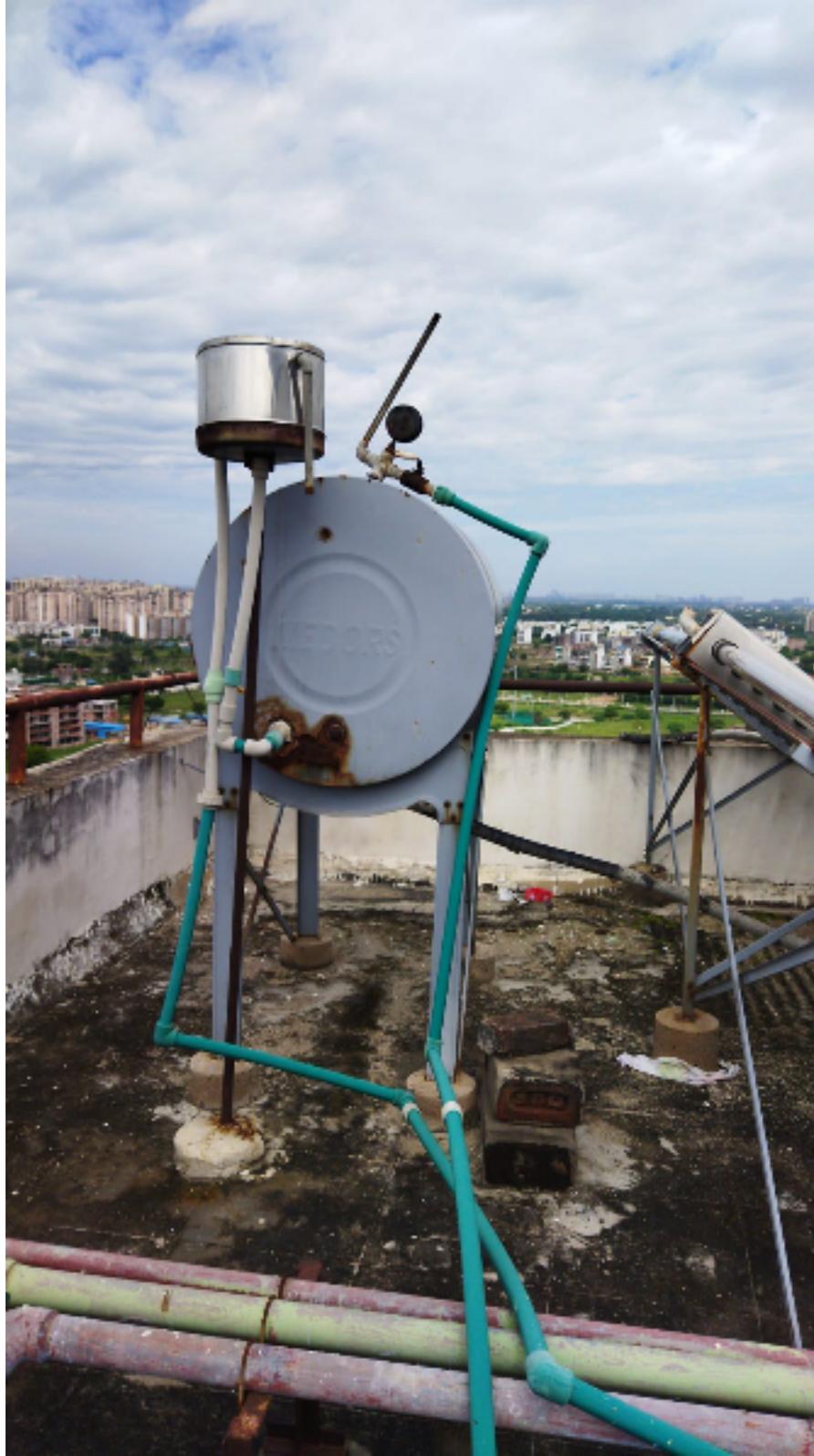
















Compliance Report

Subject: Compliance report in the matter of Vindesh Pardhan V/s State of Haryana in OA No. 219/2020 of M/s Countrywide Promoters Pvt. Ltd., Sec. 86, Faridabad (Princess Park)

A letter was received from Regional Officer HSPCB Faridabad. It was informed that during the visit of the Joint Committee of CPCB, HSPCB and the District Magistrate some deficiencies were observed related to-

- (a) Non-functional water harvesting system;
- (b) Rain water harvesting for roof run off and surface run off provided with pre-treatment through sedimentation tanks are non-functional, resulting in water logging and breeding ground for mosquitoes, insect and other bacteria;
- (c) Rain water harvesting and ground water recharging is not practised at all.

In this regard, a committee of following officers were formed by the Nodal Officer, Regional Officer and HSPCB, Faridabad Region to certify that compliance done by the project M/s Countrywide Promoters Pvt. Ltd., Sec. 86, Faridabad (Princess Park)

- (i) Sh. A.K. Bhatia, Chief Technical Officer HWRA
- (ii) Sh. Abhijeet Singh, SDO HSPCB, Faridabad Region.
- (iii) Sh. Jitender Singh, SDO W/S Sub Division, I&WRD, Faridabad

The Committee visited the site on dated 18/06/2021 to investigate the status of implementation of rain water harvesting scheme in the said premises as per the guidelines of CGWA. A letter from the CGWA was provided to the Committee (copy attached) written to Sh. Rajeev Gupta of M/s Countrywide Promoters Pvt. Ltd., Sec-86 Faridabad. The letter shows that M/s BPTP was advised to construct 5 recharge trench with recharge wells in the project area.

During the inspection of the Committee, it was observed that as per the instruction of CGWA five recharge trenches with one recharge well each was found constructed in the premises. The recharge structures were found constructed along the boundary of premises and along the rain fall runoff drain. All the five structures were inspected by the Committee, and it

was found that three recharge structures were clean and found to be fit for recharge for rain water and another one recharge structure was clean but some water was stagnant in the pit, indicating that although the trench is clean but the recharge appears to be less and require further cleaning of recharge bore/filter material. In one recharge trench the work of cleaning was in progress.

To know the recharge efficiency of the recharge pit, one recharge pit was selected to conduct for recharge rate. For this water from fire hydrant was discharged in the recharge pit for about 45 minutes and water column of 380mm was created in the recharge pit. After that the water in the pit was stopped and continuous reading of every five minutes/as per requirement was taken to find out the lowering of water level in the pit and to find out the recharge rate.

The details of the findings are as follows: -

Dimensions of recharge pit-

- i. Diameter of recharge pit – 4000mm
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Or 298lpm or 4.9lps (litre per second)

The above experiment indicates the efficiency of recharge structure is fairly good keeping in view of local hydro-geological conditions.

It was reported by the residents that during the monsoon season water was stagnant in the recharge structures and in the premises also for considerable time and these recharge structures were not functional. The enquiry from the residents, the maintenance staff of project and the local persons the following reasons were concluded for the flooding of the project area:-

- i. The intensity of rain fall for short duration during that period may be high and may be beyond the capacity of five recharged structures.
- ii. It was informed that during that Covid-19 period the annual maintenance of the recharge structures before the monsoon could not be performed leading to low recharge capacity of these recharge structures.
- iii. It was informed that in surrounding areas some structures like roads and new constructions have come up with high elevation. The rainwater from these areas also entered in these premises during the period leading to further accumulation of water in the project area.

Conclusions:

After the survey and the findings, following measures are recommended by the committee to be taken up to avoid rainwater accumulation in future.

1. Measure may be taken, so that rainwater from surrounding area do not enter in the premises as this water is muddy which may be choke the recharge structures.
2. Periodic maintenance of recharge structures should be taken up during monsoon period i.e., in June and winter monsoon period i.e. in November, so that the efficiency of the recharge structures remain in good condition and the rain fall run off generated from the premises may be recharged without overflow.
3. The project may be connected to the efficient public drainage system, so that in case of excess rain fall the water does not accumulate in the premises and drain out without hinderance.


Abhijeet Singh

SDO HSPCB,
Faridabad Region


Jitender Singh

I&WRD, Faridabad


A K Bhatia, C.T.O.

(HWRA), Panchkula

Countrywide Promoters Private Limited

21 333

Annexure 1/3

Ref. No.....

RO (FR)
SC D/A.E.E.-I/A.E.E.-II/
A.E.E.-III/J.E.E./CLK
Date...06/08/2021...
Diary No.....

Dated.....
05/08/2021

The Regional Officer, Faridabad
Haryana State Pollution Control Board
Sector 16 A, opposite Hewo Apartment, Faridabad

Subject: Regarding Original Application No. 219 of 2020 in the matter of Vindesh Pradhan vs. State of Haryana and Ors.

Ref: 1) Your office letter no. HSPCB/FR/2021/892 dated 04/08/2021
2) Joint inspection conducted vide dated 28/06/2021

Respected Madam,

In reference to direction received from your office dated 04/08/2021 regarding submission of Action Taken Report on the observation made on ground of joint inspection dated 28/06/2021 at Group Housing (Princess Park) sector 86 Faridabad, we hereby submitting the observation response in tabulated form as under:-

Observation 1 Reply	Drainage system has been laid to tap outside run-off rainwater. However, chances of accumulation of silt is less as external roads are pucca roads.
Observation 2 Reply	Periodic maintenance of recharge structures being taken up in order to ensure efficient working condition of RWH as per maintenance Checklist enclosed herein as Annexure 1 and accordingly inspection and maintenance activities designed on monthly, quarterly, half yearly and yearly basis and last activity conducted in month of June 2021.
Observation 3 Reply	Agreed, application to HSVP for grant of permission to connecting storm water drainage with their trunk lines has been submitted. (Copy of storm water application enclosed as Annexure 2).

Therefore, in view of the above, we request you to kindly accept our Compliance submission as per your direction and oblige.

Thanking You

Your faithfully

Sigant

For M/s Countrywide Promoters Pvt. Ltd.

Enclosed: As above

Countrywide Promoters Private Limited

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Amexu-R/4

Ref. No.....

Dated.....

06/09/2021

The Regional Officer, Faridabad
Haryana State Pollution Control Board,
Sector 16 A, opposite Hewo Apartment, Faridabad

**Subject: Group Housing Project Princess Park at Sector-86 Faridabad,
Haryana-intimation regarding handover of project to RWA**

Reference:-Handover over document executed and STP's O & M since 14 August 2021

Dear Madam,

It is most respectfully submitted that we have developed above Group Housing Project at sector 86, Faridabad for which we have obtained Consent to Operate (CTO) from your esteemed office and renewed the said certificate time to time as applicable and also submitted necessary laboratory reports, applicable return as per Form 4 under Hazardous waste authorization and Environment Statement (Form V) till financial year 2020-2021.

Now in August 2021 handed over the entire maintenance services including operation and maintenance of STP to Resident welfare association (RWA) namely "PPRWA-Princess Park Resident Welfare Association". Hence, renewals of necessary sanctions/approval as applicable including renewal of consent to operate (CTO) certificates from HSPCB should be in their scope since we have neither any physical control on O&M aspects nor we are collecting any charges in lieu thereof onwards w.e.f. 14/08/2021.

Further, we hereby intimate you that the currently our consent to operate (CTO) certificate is valid till 30/09/22 under respective sections of Water (Prevention and Control of Pollution) Act 1974 and Air (Prevention and Control of Pollution) Act 1981

and also authorization under Hazardous waste (Management, Handling and Transboundary Movement) Rules 2008 is valid till 30/09/2022.

The detail of CTO obtained is given as under:

S. No	CTO and Authorization details	CTO/authorization Certificate details
1)	Section 25 and 26 of Water (Prevention and Control of Pollution) Act 1974, as amended	
2)	Section 21 and 22 of Air (Prevention and Control of Pollution) Act 1981, as amended	329962321FDBDCTO13317083 dated 16/08/2021
3)	Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016	8590212 dated 16/08/2021

We, in view of the above, request you to kindly keep our submission for your record for the consent management and necessary sampling requirement purpose. Since now onwards all the maintenance of STP is under the scope of PPRWA-Princess Park Resident Welfare Association". So please issue the renewal of CTO certificate in their favour only from subsequent year onwards as they are responsible for time to time renewal of already granted CTO and oblige.

Thanking you,

Yours faithfully,

Sudip Kumar Sharma

Authorized Signatory

Enclosed: As above

Copy to: President, PPRWA-Princess Park Resident Welfare Association" for information & necessary action please

[Handwritten signature]

Non-Judicial	Indian-Non Judicial Stamp Haryana Government		Date: 02/08/2021
Certificate No: EOR2021H170		Stamp Duty Paid: ₹ 101	
GRN No: 79981712		Penalty: ₹ 0	
Seller / First Party Detail			
Name: Bpms pvt ltd			
H.No/Floor: M11	Sector/Ward: Na	LandMark: Middle circle c p	
City/Village: New delhi	District: New delhi	State: Delhi	
Phone: 88*****12			
Buyer / Second Party Detail			
Name: Princess park Rwa			
H.No/Floor: Pp	Sector/Ward: 86	LandMark: Princess park	
City/Village: Faridabad	District: Faridabad	State: Haryana	
Phone: 88*****12			
Purpose: <u>Handover</u> SETTLEMENT AGREEMENT			
For Princess Park Residents Welfare Association			

The authenticity of this document can be verified by scanning the QR Code through smart phone or on the website <https://www.nshrvc.in>

Authorized Signatory

HANDOVER AGREEMENT

This Handover Agreement (*hereinafter referred to as "Agreement"*) is made and executed at Faridabad on this 14th August, 2021 by and between:

1. Countrywide Promoters Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76, Faridabad (*hereinafter referred to as "Countrywide"* which expression shall unless repugnant to the context, meaning thereof be deemed to mean and include its successors and permitted assigns);
2. BPTP Limited, a company incorporated under the Companies Act, 1956 having its registered office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76, Faridabad (*hereinafter referred to as "BPTP"* which expression shall unless repugnant to the context, meaning thereof be deemed to mean and include its successors and permitted assigns);
3. Business Park Maintenance Services Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at M-11, Middle Circle, Connaught Circus, New Delhi 110001 ("BPMS" being nominated maintenance agency), which includes its successors-in-interest and permitted assigns; and

Princess Park Resident Welfare Association ("PPRWA" *for short*) having its registered office at Princess Park, Sector-86, Faridabad having registration no HR-019/2013/00257 which includes its successors-in-interest and permitted assigns as the party of the Second Part. PPRWA in it's General body meeting held on 28.02.2021 has passed a resolution to execute this Agreement and has authorized Sh. Vinod Chhawri (President) as its authorized signatory for this purpose.



For Princess Park Resident Welfare Association

Authorized Signatory

The parties listed at 1 to 2 are together referred to as **Developer** and all the parties are hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

- A. The Developer has obtained License No. 443 to 446 of 2006 all dated 31.01.2006. ("License") to develop Group housing consisting of Tower A, B, C, D, E, F, G, H, J, K, L, M and EWS and other community sites as well as convenient shopping ("Project"). The license as on the date of this agreement stands expired and the Developer assures that he shall renew the same within a reasonable time and provide a copy of the same to the PPRWA within a week of its renewal.
- B. The Developer has already obtained Occupation Certificate of Towers B, C, D, E, F, G, H and J vide DTCP letter dated 28.12.2011 and 06.09.2012. Whereas the Developer is yet to procure the Occupation Certificate for the remaining towers namely A, K, L and M and the EWS Flats. Apart from this, convenient shopping and community building namely Sanctuary club with swimming pool are fully developed and operational. Further the community sites such as the Taxi Stand, the nursery school and the primary school sites are in the ownership of the Developer and the same shall be developed by the developer either on its own or through a third party

NOW THEREFORE, in consideration of the mutual covenants, terms & conditions and understandings set forth in this Agreement in respect of project namely "**Princess Park**", with the intent to be legally bound and is in good faith without any force, fraud, coercion, duress or undue influence:

- 1) The Developer and the BPMS has from the date of this agreement, handed over to the PPRWA, the operations, maintenance and administration of Services of Princess Park on as is where is basis and the PPRWA has taken over the same "in principle" and site will be vacated by 21.08.2021.

Services are defined as follows: the operation, maintenance & administration of all the existing services (and forthcoming services as may be required for the site from time to time) which includes but not limited to all manpower related services (security, housekeeping, horticulture, garbage collection & disposal, technical manpower, specialized manpower through respective breakdown & specialized vendors), water supply & borewells, storm water drainage, sewerage water treatment & disposal, STP, firefighting & detection system, lifts, grid power & DG power (including its energy metering), all the building (including its common areas, roads, basements) and its assets including its repair and maintenance, HT & LT electrical infrastructure including DBBN, electricity connection, EHS (environment, health & safety), gate entry and access control system all statutory compliances (building and its assets) and manpower compliances and its safeties, building & asset insurances and its health worthiness, complete financial management & its liabilities of Project hereinafter referred as "Services" and related activity thereto.



- 2) The Developer and BPMS shall obtain all renewals / revalidations / approvals including payment of any charges/ penalties required for such maintenance, revalidation / renewal of the Services / approvals that have become due before the date of this agreement and handover to the PPRWA a copy of all such renewals/ revalidations/approvals obtained within one month from the date of this agreement. The PPRWA shall maintain all Services and revalidate / renew all statutory approvals including payment of any charges required for such maintenance, revalidation / renewal of the Services / approvals that become due hereinafter from

*Princess Park
Maintenance Services Park*

- 3) The PPRWA shall after the execution of the present Agreement and after receipt of all the requisite renewals / letters (*hereinafter referred to as "Renewals"*) and further after proper validations, apply for the transfer of connections / approvals associated with the Princess Park / Services to its own name in the records of the relevant government authorities / service providers (such as HSVP / HSPCB / MoEF / DTCP etc. as the case may be). The Developer and BPMS shall provide supporting documents, no-dues / NOC / renewal as required for the same within one month from the date of signing this agreement. Once the said transfers have been executed, the Developer and BPMS shall stand indemnified on these accounts. List of copies of Renewals/NOC/documents shared with PPRWA are mentioned in the Annexure A.

Further, to facilitate the transfer of the electricity connection, the Developer and the BPMS shall clear all electricity bills / dues upto the 20th August 2021 and provide to the PPRWA a no-dues certificate/ letter or a document confirming no-outstanding dues and the requisite NOCs as aforementioned.

Till such time that DHBVN electricity connection is transferred to the PPRWA, the Developer / BPMS shall collect the electricity bill from DHBVN and handover the same to PPRWA and the PPRWA shall make the requisite payment directly to the DHBVN.

- 4) The PPRWA shall permit access to the Developer and BPMS to connect Services with pending Project works / areas, with the prior permission of the PPRWA as may be required from time to time. The PPRWA shall not encroach over any area, stock, parking lying undeveloped or un-allotted. Any reasonable charges on availing the Services if demanded by PPRWA shall be borne by the Developer / BPMS.
- 5) The PPRWA shall not change the design, specification, structure, capacity, layout and quantity of the Services and shall not discontinue / disconnect or contest the right of the Developer / BPMS / owners of saleable / developable area of Project to use the common areas & facilities and Services as much as may be rightfully due to them.
- 6) The Developer and BPMS shall be responsible to pay all taxes and penalties (if any) and any other statutory charges (including any interest or penalties thereon) to be levied by any Authority for the period prior to the date of execution of the Agreement and subsequently it shall be the responsibility of PPRWA.
- 7) The Developer and BPMS agree that they shall be liable to pay the CAM and IFMS charges to the PPRWA for the unsold flats in the Princess Park.
- 8) The Developer and BPMS has handed over the ownership of the community building namely Sanctuary club to the PPRWA towards the cost of the said building and the applicable registration charges, if any, amounts deposited by the residents on account of club membership fees stands apportioned and no amount on this account shall be refunded / claimed by any of unit owner(s) / PPRWA.



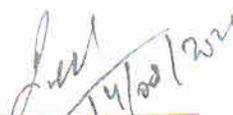
For Princess Park Residents Welfare Association

Authorised Signatory

- 9) The Developer and BPMS are discharged of their obligation of maintaining the services in Princess Park w.e.f 21.08.2021 and hereinafter the PPRWA shall be legally entitled to collect the maintenance charges from its residents to manage the affairs of the Princess Park.
- 10) This Agreement is governed by the laws of India and the Courts at Faridabad alone shall have the jurisdiction over it.
- 11) Force Majeure Event would mean earthquake, flood, strike, war or a lockdown as may be declared by the State/ Central Government. The PPRWA hereby agrees, understands and acknowledges that any delay or non-compliance of terms and conditions envisaged under this Agreement by the Developer/BPMS due to the Force Majeure Event shall not be held as a default or breach of the obligation on the part of the Developer/BPMS and the PPRWA shall not raise any dispute in this regard.
- 12) That further this agreement is signed without any prejudice to the reliefs/ rights that the PPRWA or/and any/all residents either jointly or severally are entitled to or as they might have claimed in / before any Court of law/ Competent Court. That all such matters like the compliance of statutory obligations, refund of H-MS, delay penalty, delay in completion etc. all of which have either not been addressed or resolved through this agreement or are pending adjudication before any Court/Tribunal/ Commission, shall be abided to by all parties as per the decision of the concerned/ competent Court.
- 13) That further this agreement is signed without prejudice to any right, title & interest of the parties to this agreement to approach appropriate authority/court for their legitimate rights.
- 14) That both the parties to this Agreement have agreed that BPMS shall vacate the site on 21.08.2021 alongwith Vendors and their manpower.

IN WITNESS WHEREOF, this Agreement is duly executed on behalf of the Parties as of the date written above.

For & on behalf of BPTP LIMITED



 Authorized Signatory

For & on behalf of Business Park Maintenance Services Private Limited



 Authorized Signatory

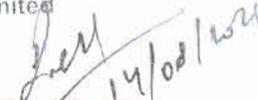


For and on behalf of Princess Park Resident Association

For Princess Park Residents Welfare Assn. Ltd.


 Authorized Signatory

For & on behalf of Countrywide Promoters Private Limited



 Authorized Signatory