

2019

SIX MONTHLY COMPLIANCE REPORT

(Period ending 30.09.2019)

F
OR
For

Acme-Shivalik Heights

**SECTOR-127, LANDRAN-KHARAR ROAD, SAS
NAGAR (MOHALI), PUNJAB.**

Project By:

M/s. Shivalik Properties & Developers
SCF 112, FIRST FLOOR, PHASE-3B2,
MOHALI, PUNJAB.

Prepared by:

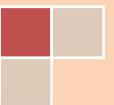


Eco Laboratories and Consultants Private Limited

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**Ministry of Environment, Forest and Climate Change
Northern Regional Office,
Chandigarh-160030**

DATA SHEET

1.	Project Type	Group Housing Project
2.	Name of the Project	Shivalik Heights
3.	Clearance letter (s)/O.M No. & dates	Environment Clearance is granted vide Letter No. SEIAA/2014/6105 dated 24.01.2014. Copy of the same is attached along as Annexure 1.
4.	Location	Sector-127, Landran-Kharar Road
	a) District (s)	SAS Nagar (Mohali)
	b) State (s)	Punjab
	c) Latitudes/ Longitudes	
5.	Address for correspondence	M/s. Acme Heights Infrastructure Pvt. Ltd. SCO 1,2,3, Acme Heights Extension – 2, Sector 117, Greater Mohali, Punjab. Joint agreement has been done with Acme Heights. Copy of the same is enclosed as Annexure- 2.
6.	Salient features	
	a) of the project	As per the Environment Clearance, the total project area is 33,993.624 sq. m. which comprises of 236 flats in 10 block having built up area 33,915.47 sq.m.
	b) of the environmental management plans	The total water requirement for the project will be 160 KLD, out of which 118 KLD will be met from ground water and the remaining 42 KLD will be met from treated wastewater. The total quantity of wastewater generated from the project will be 128 KLD which will be treated in STP of capacity 150 KLD. The total quantity of solid waste generation will be 472 kg/day. The total power requirement will be 2,360 KW which will be provided by PSPCL.
7.	Break-up of the project area	
	a) Submergence area: Forest and Non-forest	Not applicable
	b) Others	Not applicable
8.	Break-up of project affected population with enumeration of	Not applicable

	those losing houses/dwelling units only, agricultural land only both dwelling units and agricultural land and landless labourers/artisans.																																					
	a) SC/ST/Adivasis	Not applicable																																				
	b) Others (<i>Please indicate whether these figures are based on any scientific and systematic survey carried out or only provisional figures. If a survey has been carried out give details and year of survey</i>)	Not applicable																																				
9.	Financial details:																																					
	a) Project cost as originally planned and subsequent revised estimates and the year of price reference.	Rs. 55.47 Crores																																				
	b) Allocations made for environmental management plans with item wise and year wise break up.	<p>Allocations made for Environmental Management Plan is given below:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Description</th> <th>Capital (in lakhs)</th> <th>Operation (in lakhs)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>STP</td> <td>35</td> <td>35</td> </tr> <tr> <td>2.</td> <td>Air & Noise Pollution Management</td> <td>10</td> <td>6.25</td> </tr> <tr> <td>3.</td> <td>Landscaping</td> <td>10</td> <td>10</td> </tr> <tr> <td>4.</td> <td>Rain Water Harvesting</td> <td>3</td> <td>1</td> </tr> <tr> <td>5.</td> <td>Environmental Monitoring</td> <td>2</td> <td>1.6</td> </tr> <tr> <td>6.</td> <td>Waste Management</td> <td>13</td> <td>4.5</td> </tr> <tr> <td>7.</td> <td>Solar Lights</td> <td>4</td> <td>4</td> </tr> <tr> <td colspan="2">Total</td> <td>77</td> <td>62.35</td> </tr> </tbody> </table>	S. No.	Description	Capital (in lakhs)	Operation (in lakhs)	1.	STP	35	35	2.	Air & Noise Pollution Management	10	6.25	3.	Landscaping	10	10	4.	Rain Water Harvesting	3	1	5.	Environmental Monitoring	2	1.6	6.	Waste Management	13	4.5	7.	Solar Lights	4	4	Total		77	62.35
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Total		77	62.35																																			
	c) Benefit cost ratio/internal rate of return and the year of assessment	Will be calculated and submitted.																																				
	d) Whether (c) includes the cost of environmental management as shown in b) above.	Yes																																				
	e) Actual expenditure incurred on the project so far.	Approx. Rs. 68.74 crores has been spent on the project till 30 th September, 2019.																																				

	f) Actual expenditure incurred on environmental management plans so far.	Actual expenditure incurred on the Environmental Management Plan till 30 th September, 2019. is given below: <table border="1" data-bbox="802 296 1466 1052"> <thead> <tr> <th data-bbox="802 296 889 422">S. No.</th> <th data-bbox="889 296 1122 422">Description</th> <th data-bbox="1122 296 1265 422">Capital (in lakhs)</th> <th data-bbox="1265 296 1466 422">Expenditure till date (in lakhs)</th> </tr> </thead> <tbody> <tr> <td data-bbox="802 422 889 464">1.</td> <td data-bbox="889 422 1122 464">STP</td> <td data-bbox="1122 422 1265 464">35</td> <td data-bbox="1265 422 1466 464">35</td> </tr> <tr> <td data-bbox="802 464 889 590">2.</td> <td data-bbox="889 464 1122 590">Air & Noise Pollution Management</td> <td data-bbox="1122 464 1265 590">10</td> <td data-bbox="1265 464 1466 590">7</td> </tr> <tr> <td data-bbox="802 590 889 632">3.</td> <td data-bbox="889 590 1122 632">Landscaping</td> <td data-bbox="1122 590 1265 632">10</td> <td data-bbox="1265 590 1466 632">10</td> </tr> <tr> <td data-bbox="802 632 889 716">4.</td> <td data-bbox="889 632 1122 716">Rain Water Harvesting</td> <td data-bbox="1122 632 1265 716">3</td> <td data-bbox="1265 632 1466 716">1</td> </tr> <tr> <td data-bbox="802 716 889 800">5.</td> <td data-bbox="889 716 1122 800">Environmental Monitoring</td> <td data-bbox="1122 716 1265 800">2</td> <td data-bbox="1265 716 1466 800">2</td> </tr> <tr> <td data-bbox="802 800 889 884">6.</td> <td data-bbox="889 800 1122 884">Waste Management</td> <td data-bbox="1122 800 1265 884">13</td> <td data-bbox="1265 800 1466 884">6</td> </tr> <tr> <td data-bbox="802 884 889 926">7.</td> <td data-bbox="889 884 1122 926">Solar Lights</td> <td data-bbox="1122 884 1265 926">4</td> <td data-bbox="1265 884 1466 926">4</td> </tr> <tr> <td data-bbox="802 926 889 1010">8.</td> <td data-bbox="889 926 1122 1010">Miscellaneous expenses</td> <td data-bbox="1122 926 1265 1010">-</td> <td data-bbox="1265 926 1466 1010">4.77</td> </tr> <tr> <td colspan="2" data-bbox="802 1010 1122 1052">Total</td> <td data-bbox="1122 1010 1265 1052">77</td> <td data-bbox="1265 1010 1466 1052">69.77</td> </tr> </tbody> </table>	S. No.	Description	Capital (in lakhs)	Expenditure till date (in lakhs)	1.	STP	35	35	2.	Air & Noise Pollution Management	10	7	3.	Landscaping	10	10	4.	Rain Water Harvesting	3	1	5.	Environmental Monitoring	2	2	6.	Waste Management	13	6	7.	Solar Lights	4	4	8.	Miscellaneous expenses	-	4.77	Total		77	69.77
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Total		77	69.77																																							
10.	Forest land requirement: a) the status of approval for diversion of forest land for non-forestry use b) the status of clear felling, if any c) the status of compensatory afforestation, if any. d) Comments on the viability & sustainability of compensatory Afforestation programme in the light of actual field experience so far.	Not Applicable. Not Applicable. Not Applicable. Not Applicable.																																								
11.	The status of clear felling in non-forest areas (such as submergence area of reservoir, approach road) if any, with quantitative information	Not applicable.																																								
12.	Status of construction: a) Date of commencement (actual	Photographs showing the same are attached along as Annexure 3 . Actual date of commencement: June, 2012																																								

	and/or planned)	
	b) Date of completion (actual and/or planned)	Planned date of completion: March, 2022
13.	Reasons for the delay, if the project is yet to start	Not applicable

Compliance Report on conditions imposed in Environmental Clearance for Period ending 30.09.2019

PART-A- Specific Conditions

I. Construction Phase

S.No.	Conditions	Reply
i.	“Consent to Establish” shall be obtained from Punjab Pollution Control Board under Air (Prevention and Control of Pollution) Act, 1981 and Water (Prevention and Control of Pollution) Act, 1974 and a copy of the same shall be submitted to the Ministry of Environment and Forests/State Level Environment Impact Assessment Authority before the start of any construction work at site.	Agreed. “Consent to Establish” has been obtained from PPCB and copy of the same is enclosed as Annexure 4 . Further, Renewal of CTO for Air and water has also been obtained from PPCB and is enclosed as Annexure 4(a) .
ii.	All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.	Agreed. Proper sanitary and hygienic conditions are being maintained at the construction site at all times.
iii.	A first aid room will be provided in the project both during construction and operation phase of the project.	Agreed. First aid kit has been provided at the construction site.
iv.	All the top soil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.	Agreed. The top soil excavated during construction activities has been stored and is being used for the development of green area within the project to the maximum possible extent. Photographs showing the green area provided within the project premises are attached as Annexure 3 .
v.	Disposal of muck during construction phase should not create any adverse effect on the neighboring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.	Agreed. No muck is generated. The excavated soil is being used within the project premises for filling, leveling & landscaping.
vi.	Construction spoils, including bituminous material and other hazardous material must not be allowed to contaminate watercourses and the dump sites for such material must be secured, so they should not leach into the ground water.	No hazardous material is being generated as it is a residential project. However, construction spoils are kept to minimum and will be disposed off to safe sites.

vii.	The diesel generator sets to be used during construction phase should be of low sulphur diesel type and should conform to the provisions of Environment (Protection) Act, 1986 prescribed for air and noise emission standards.	One silent DG set of capacity 25 KVA has been provided at site.
viii.	Vehicles hired for bringing construction materials to the site and other machinery to be used during construction should be in good condition and should conform to applicable air and noise emission standards.	Agreed. Vehicles hired for bringing construction materials are in good condition and checked on regular basis.
ix.	Ambient noise levels should conform to prescribed standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase.	Agreed. Ambient Noise levels conform to standards. Latest test reports are enclosed along as Annexure 5 .
x.	Fly ash should be used as construction material in the construction as per provisions of Fly Ash Notification of September, 1999 and as amended on August, 2003 (This condition is applicable only if the project is within 100 km of Thermal Power Station).	Agreed. PPC cement is being used which is made from fly ash.
xi.	Ready mix concrete should be used in building construction as far as possible.	Agreed, RMC is used for required civil construction work.
xii.	Water demand during construction should be reduced by use of pre mixed concrete, curing agents and other best practices.	Agreed.
xiii.	Separation of drinking water supply and treated sewage supply should be done by the use of different colors.	Agreed and accepted. Different colored pipelines are being used separately for drinking water supply and treated sewage supply.
xiv.	Fixtures for showers, toilet flushing and drinking should be of low flow either by use of aerators or pressure reducing devices or sensors based control.	Installation of fixtures for same is being done.
xv.	Adequate steps shall be taken to conserve energy by limiting the use of prescribed under the Energy Conservation Building Code.	Agreed.
xvi.	The approval of the competent authority shall be obtained for structural safety of the buildings due to earthquake, adequacy of fire	Agreed. The approvals are being obtained as and when required. Fire NOC is attached along as Annexure 6 .

	fighting equipments, etc. as per National Building Code including protection measures from lightening etc.	
xvii.	Provision shall be made for the housing of construction labor within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile STP, disposal of waste water & Solid waste in an environmentally sound manner, safe drinking water, medical health care, crèche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.	Labourers are given necessary facilities like fuel for cooking, medical checkup. Hutments and separate toilets are also provided. Photographs of the same are attached along as Annexure 3 .

II. Operation Phase:

S.No.	Operation Phase	Reply
i	The installation of sewage treatment plant (STP) and adequacy of disposal system should be certified by Punjab Pollution Control Board and a report in this regard should be submitted to the Ministry of Environment & Forests/State Level Environment Impact Assessment Authority before the project is commissioned for operation. The discharge of treated sewage shall conform to the norms and standards prescribed by Punjab Pollution Control Board for such discharges. The project proponent shall discharge not more than 83.2 KLD of treated wastewater into sewer during rainy season.	Sewage treatment plant of 150 KLD capacity based on SAFF Technology has been installed. The completion certificate of STP is attached along as Annexure 7 . The treated sewage meets the criteria of PPCB norms.
ii	The project proponent shall provide electromagnetic flow meter at the outlet of the water supply, outlet of the STP and any pipeline to be used for re-using the treated wastewater back into the system for flushing and for horticulture purpose/green etc. and shall maintain a record of readings of each such meter on daily basis.	Agreed. Flow meters are provided at the outlet of tubewell and STP. Also, the record of the same is being maintained on regular basis.

iii	Adequate & appropriate pollution control measures should be provided to control fugitive emissions to be emitted within the complex.	Agreed. Adequate & appropriate pollution control measures are provided to control fugitive emissions to be emitted within the complex.
iv	Adequate treatment facility for drinking water shall be provided, if required.	Agreed. All facilities are provided.
v	Rainwater harvesting for roof run-off should be implemented. Before recharging the roof run-off, pretreatment must be done to remove suspended matter, oil and grease. However, no run off from gardens/green area/roads/pavements shall be connected with the ground water recharging system.	Agreed. Adequate rain water recharging harvesting pits has been provided within the project premises.
vi	The solid waste generated should be properly collected and segregated. The recyclable solid waste shall be sold out to the authorized vendors and inerts shall be sent to disposal facility. The Bio-degradable solid waste shall be adequately treated as per the scheme submitted by the project proponent. Prior approval of competent authority should be obtained, if required.	Solid waste generated from the project is being managed as per NOC obtained from Municipal Council. Copy of NOC for disposal of solid waste is attached along as Annexure 8 .
vii	Hazardous waste/E-waste should be disposed off as per Rules applicable and with the necessary approval of the Punjab Pollution Control Board.	As it is a residential project, no hazardous waste is generated from the project site.
viii	The green belt 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 species/variety.	Agreed. Plantation has been done on 0.42 acres of green area.
ix	The project proponent should take adequate and appropriate measures to contain the ambient air quality within the prescribed standards. The proposal regarding mitigation measures to be taken at site should be submitted to the Ministry of Environment & Forests/ State Level Environment Impact Assessment Authority within three months.	Ambient air quality is within standards and latest test reports showing the results are attached along as Annexure 5 .

x	Incremental pollution loads on the ambient air quality, noise and water quality should be periodically monitored after commissioning of the project.	Agreed and same is being followed.
xi	Application of solar energy should be incorporated for illumination of common areas, lighting for gardens and street lighting in addition to provision for solar water heating.	Agreed. Photographs of the same are attached along as Annexure 3 .
xii	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.	Agreed. No public space is occupied for parking.
xiii	A report on the energy conservation measures conforming to energy conservation norms finalized by Bureau of Energy Efficiency should be prepared incorporating details about machinery of air conditioning, lifts, lighting, building materials, R & U Factors etc. and submitted to the respective Regional office of MoEF, the Zonal Office of CPCB and the SPCB/SEIAA in three months time.	Agreed.
xiv	Environmental Management Cell shall be formed during operation phase which will supervise and monitor the environment related aspects of the project.	Agreed.

Part B. General Conditions:

S.No.	Conditions	Reply
i	The Environmental clearance will be valid for a period of five years from the date of its issue or till the completion of the project, whichever is earlier.	Agreed. EC was granted vide letter no SEIAA/2014/6105 dated 24.1.14 which is valid till January, 2019 and extended to seven years i.e. till January 2021 as per revised notification. Copy of EC Letter is attached along as Annexure 1 .
ii	The environmental safeguards contained in the application of the promoter / mentioned during the presentation before State Level Environment Impact Assessment Authority/ State Expert Appraisal Committee should be	Environmental Safeguards are being implemented in true spirit.

	implemented in letter and spirit.	
iii	The entire cost of the environmental management plan (i.e. capital cost as well as recurring cost) will continue to be borne by the project proponent until the responsibility of environmental management plan is transferred to the occupier/residents society under proper MOU after obtaining prior permission of the Punjab Pollution Control Board.	Agreed.
iv	The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by mail) to the respective Regional office of MoEF, the Zonal Office of CPCB and the SPCB/SEIAA.	Agreed. Six monthly Compliance reports are being submitted to the Regional Office, MoEF&CC, Chandigarh as well as to SEIAA, Punjab. Acknowledgment of the previous submitted report is attached as Annexure 9 .
v	Officials from the Regional Office of Ministry of Environment & Forests, Chandigarh / State Level Environment Impact Assessment Authority / State Level Expert Appraisal Committee / Punjab Pollution Control Board who would be monitoring the implementation of environmental safeguards should be given full cooperation, facilities and documents/ data by the project proponents during their inspection. A complete set of all the documents submitted to State Environment Impact Assessment Authority should be forwarded to the CCF, Regional Office of Ministry of Environment & Forests, Chandigarh/State Level Environment Impact Assessment Authority.	Agreed. Full cooperation, facilities and data will be given for the implementation of environmental safeguards to Officials from the Regional Office of Ministry of Environment & Forests, Chandigarh/ State Level Environment Impact Assessment Authority/ State Level Expert Appraisal Committee/ Punjab Pollution Control Board during their inspection.
vi	In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by State Environment Impact Assessment Authority.	Agreed.
vii	Separate distribution pipelines be laid down for use of treated effluent/raw water for horticulture/gardening purpose with different color coding.	Agreed. Different colour pipelines are being used.

viii	All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest (Conservation) Act, 1980 and Wildlife (Protection) Act, 1972 etc. shall be obtained, by project proponents from the other statutory bodies as applicable. The project proponent shall also obtain permission from the NBWL, if applicable.	Agreed. NOC from Fire Department and Civil Aviation department have been obtained. Copy of the NOC from Fire Department and AAI approval are attached as Annexure 6 and 10 respectively. There is no need to obtain permission from NBWL as no bird/wildlife sanctuary falls within eco-sensitive zone of the sanctuary.
ix	The project proponent should advertise in at least two local newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded environmental clearance and copies of clearance letters are available with the Punjab Pollution Control Board. The advertisement should be made within seven days from the day of issue of the clearance letter and a copy of the same should be forwarded to the Regional Office, Ministry of Environment & Forests, Chandigarh.	Copy of Advertisement has already been published and copy has already been submitted.
x	These stipulations would be enforced among others under the provisions of Water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981, Environmental (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification, 2006.	Agreed.
xi	Environmental clearance is subject to final order of the Hon'ble Supreme Court of India in the matter of Goa Foundation Vs. Union of India in Writ Petition (Civil) No. 460 of 2004 as may be applicable to this project and decisions of any competent court, to the extent applicable.	Agreed.
xii	The project proponent shall obtain permission from CGWA for abstraction of 118 KLD ground water.	Agreed. Application has been submitted to CGWA for abstraction of ground water.

xiii	The project proponent shall obtain the permission for change of land use, if any authority insists for the same.	Not applicable.
xiv	A copy of the clearance letter shall be sent by the proponent to concerned Panchayat, Zilla Parishad/ Municipal Corporation, Urban local body and the local NGO, if any, from whom suggestions / representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.	Agreed. Environmental clearance has been uploaded on the website. Snapshot showing the same is enclosed as Annexure 11 .
xv	The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; PM _{2.5} , PM ₁₀ , SO ₂ , NO _x , CO, Pb, Ozone (ambient air as well as stack emission) shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.	Agreed. Status of EC compliance along with test reports will be uploaded on the website.
xvi	The project proponent shall adhere to the commitments made in the Environment Management Plan and Corporate Social Responsibility. Rs. 56 Lacs will be utilized for following activities under corporate Social Responsibility. <ul style="list-style-type: none"> • Provision of Funds to Shivalik youth club for organizing blood donation camp, medical help • Provision of funds to Middle School at Sante Majra for providing library, Science laboratory, computer lab etc. required by students • Monitoring of water quality in village Sante majra • Providing water treatment / Regional office system in school 	Agreed. As a Part of Corporate Social Responsibility, An amount of Rs 1 lakh has been given to Youth Club at Shivalik City. A donation of Rs. 36,000/- is given to nearby temple for its maintenance from 1 st April, 2019 to 30 th September, 2019.

	<ul style="list-style-type: none"> • Facilities of dispensary • Solar Lights on Village rastas • Plantation and Landscaping in Common utility / recreation area of the village • The implementation of the Corporate Social Responsibility of the Mr. Jagdish Singh Saini, Managing Partner of the Company 	
xvii	The State Environment Impact Assessment Authority reserves the right to add additional safeguards/ measures subsequently, if found necessary, and to take action including revoking of the environmental clearance under the provisions of the Environmental (Protection) Act, 1986, to ensure effective implementation of the suggested safeguards/ measures in a time bound and satisfactory manner.	Agreed and Accepted.
xviii	Any appeal against this environmental clearance shall lie with the National Environment Appellate Authority, if preferred, within a period of 30 days as prescribed under section 11 of the National Environment Appellate Act, 1987.	Agreed and accepted.

State Level Environment Impact Assessment Authority, Punjab,
Government of India
Ministry of Environment and Forests



Vatavaran Bhawan,
 Nabha Road,
 Patiala-147001

Telefax:- 0175-2215802

No. SEIAA/2014/6105

Dated 24.01.2014

Registered

To

M/s Shivalik Properties & Developers,
 SCF 112, First Floor, Phase-3B2,
 Mohali.

Subject: Application for environmental clearance under EIA notification dated 14.09.2006 for development of a group housing project namely "Shivalik Height" Sector 127, Landran-Kharar Road, District SAS Nagar by M/s Shivalik Properties & Developers.

This has reference to your application for obtaining environmental clearance under EIA notification dated 14.09.2006 for development of a group housing project namely "Shivalik Height" Sector 127, Landran-Kharar Road, District SAS Nagar and subsequent presentation given before the State Level Expert Appraisal Committee (SEAC) for seeking prior environmental clearance for subject cited project as required under the EIA Notification, 2006. The proposal has been appraised as per procedure prescribed under the provisions of EIA Notification dated 14.09.2006 on the basis of the mandatory documents enclosed with the application viz., Form-1, 1-A, conceptual plan and the additional clarifications furnished in response to the observations of the SEAC.

It is inter-alia noted that the proposal involves developing a group housing project namely "Shivalik Height" Sector 127, Landran-Kharar Road, District SAS Nagar. The total project area is 33993.624 sqm in which 236 flats in 10 block will be constructed having total built up area of 33915.47 sqm. The estimated population of

the residential complex will be 1180 persons. The M.C. Kharar has issued a letter vide letter no. 1649 dated 25.01.2013 mentioning that the site of the project falls in the residential zone as per the Master plan of S.A.S. Nagar.

The total water consumption will be 160 KLD, out of which 118 KLD will be met from groundwater with the help of a tube well and remaining 42 KLD will be met from treated wastewater. The CGWB has forwarded the proposal of project proponent to CGWA vide no. 2358 dated 24.09.2013 for abstraction of groundwater. About 128 KLD of wastewater will be generated, which will be treated in a STP of capacity 150 KLD, to be installed in the project premises based on SAFF technology. At the outlet of STP about 126 KLD of treated wastewater will be available, out of which 9 KLD will be used for irrigation of green area, 42 KLD will be used for flushing and remaining 75 KLD will be discharged into MC sewer during summer season. In winter season, 6 KLD will be used for irrigation of green area, 42 KLD will be used for flushing and remaining 81 KLD will be discharged into MC sewer. In rainy season, 0.8 KLD will be used for irrigation of green area, 42 KLD will be used for flushing and remaining 83.2 KLD will be discharged into MC sewer. The M.C. Kharar has issued a letter vide no. 1648 dated 25.01.2013 to the effect that MC, Kharar has no objection, if M/s Shivalik Properties & Developers, discharges its sewer treated water as per norms made by Punjab Pollution Control Board at their own cost into sewerage system of M.C. Kharar subject to deposition of applicable connection charges and all other requisite charges of M.C. Kharar. About 472 kg/day of solid waste will be generated from the proposed project, which will be collected separately as Bio-degradable and Non- biodegradable waste as per Municipal Solid Waste (Management & Handling) Rules, 2000. The biodegradable waste would be converted into manure using Bio-degradable municipal waste management system which will convert bio-degradable into compost. The inert waste will be sent to the disposal site of MC. The M.C. Kharar has issued a letter vide no. 1649 dated 25.01.2013 to the effect that the solid waste to be generated from the project, can be disposed off by the firm at dumping site or will be collected by the MC, Kharar on payment..

The total power consumption will be 2360 KW, which will be provided by PSPCL and 05 no. DG sets of capacity 4x250 KVA and 1 x 200 KVA will be provided for backup power supply for operating lifts. Rain water harvesting wells will be provided for recharging of ground water with 2692 m³/annum of rain water. The Govt. of India, Ministry of Defence vide letter 576/F/D(Air-II) dated 16.07.2013 informed that the height of the building shall not exceed 30.49 m above ground level.

Rs.85 lacs will be incurred as capital cost for implementation of EMP and Rs.12 lacs/annum will be incurred during operation. Rs.56 Lacs will be utilized for the activities to be undertaken under Corporate Social Responsibility.

The case was considered by the SEAC in its 70th meeting held on 08.05.2013, wherein, the Committee screened the application meticulously and noticed that as per photographs of the project site submitted by the project proponent, the project proponent has already carried out substantial construction of the project at site. The SEAC observed that by starting construction activities of the project, the project proponent has violated the provisions of the EIA notification dated 14.09.2006. Therefore, the SEAC decided to recommend the case to SEIAA for sending the case to the Govt. of Punjab, Department of Science, Technology & Environment for initiating credible action against project proponent /responsible persons /promoter company under the Environment (Protection) Act, 1986 due to start of construction activities of group housing project without obtaining Environmental Clearance under EIA notification dated 14.09.2006.

The case was considered by the SEIAA in its 48th meeting held on 03.06.2013 and decided to send the case to the Govt. of Punjab, Department of Science, Technology & Environment for initiating action under the Environment (Protection) Act, 1986 due to starting the construction activities of the project without obtaining Environmental Clearance under EIA notification dated 14.09.2006. Accordingly, the case was sent to the Govt. vide letter no. 24146 dated 11.06.2013. Thereafter, the Punjab Pollution Control Board vide letter. No. 6645 dated 12.09.2013

has informed that a complaint has been filed in the Hon'ble Court of Sub Divisional Judicial Magistrate, Kharar against the project promoter and the persons responsible for violation of the provisions of the EIA notification dated 14.09.2006. The case was again considered by the SEIAA in its 52nd meeting held on 23.10.2013 and decided to remand the case to SEAC for appraisal of the same as per the provisions of EIA notification dated 14.09.2006.

The case was considered by the SEAC in its 83rd meeting held on 23.11.2013 and awarded '**Silver Grading**' to the project proposal and decided to forward the case to the SEIAA with the recommendation to grant environmental clearance to the project proponent subject to conditions in addition to the proposed measures.

The case was considered by the SEIAA in its 56th meeting held on 04.01.2014 and the Authority noted that the case stands recommended by SEAC and the Committee awarded '**Silver Grading**' to the project proposal and also Govt. has initiated action under the Environment (Protection) Act, 1986 due to starting the construction activities of the project without obtaining Environmental Clearance under EIA notification dated 14.09.2006. Therefore, the Authority decided to grant environmental clearance for construction of a Group Housing Project namely "Shivalik Height" having built up area of 33,915.47 sqm (for construction of 236 flats in 10 blocks) in a total plot area of 33,993.624 sqm in Sector 127, Landran-Kharar Road, District SAS Nagar, subject to the conditions as proposed by the SEAC in addition to the proposed measures:

PART A – Specific conditions

I. Construction Phase

- i) "Consent to establish" shall be obtained from Punjab Pollution Control Board under Air (Prevention & Control of Pollution) Act, 1981 and Water (Prevention & Control of Pollution) Act, 1974 and a copy of the same shall be submitted to the Ministry of Environment & Forests / State Level Environment Impact Assessment Authority before the start of any construction work at site.

- ii) All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.
- iii) A first aid room will be provided in the project both during construction and operation phase of the project.
- iv) All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.
- v) Disposal of muck during construction phase should not create any adverse effect on the neighbouring communities and be disposed off after taking the necessary precautions for general safety and health aspects of people with the approval of competent authority.
- vi) Construction spoils, including bituminous material and other hazardous material, must not be allowed to contaminate watercourses and the dump sites for such material must be secured, so that they should not leach into the ground water.
- vii) The diesel generator sets to be used during construction phase should be of low sulphur diesel type and should conform to the provisions of Environment (Protection) Act, 1986 prescribed for air and noise emission standards.
- viii) Vehicles hired for bringing construction material to the site and other machinery to be used during construction should be in good condition and should conform to applicable air and noise emission standards.
- ix) Ambient noise levels should conform to prescribed standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase.
- x) Fly ash should be used as construction material in the construction as per the provisions of Fly Ash Notification of September, 1999 and as amended on August, 2003 (This condition is applicable only if the project is within 100 Km of Thermal Power Station).
- xi) Ready mixed concrete should be used in building construction as far as possible.
- xii) Water demand during construction should be reduced by use of premixed concrete, curing agents and other best practices.
- xiii) Separation of drinking water supply and treated sewage supply should be done by the use of different colours.
- xiv) Fixtures for showers, toilet flushing and drinking should be of low flow either by use of aerators or pressure reducing devices or sensor based control.
- xv) Adequate steps shall be taken to conserve energy by limiting the use of glass, provision of proper thermal insulation and taking measures as prescribed under the Energy Conservation Building Code.
- xvi) The approval of competent authority shall be obtained for structural safety of the buildings due to earthquakes, adequacy of fire fighting equipments etc. as per National Building Code including protection measures from lightning.

- xvii) Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, disposal of waste water & solid waste in an environmentally sound manner, safe drinking water, medical health care, crèche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.

II. Operation Phase

- i) The installation of sewage treatment plant (STP) and adequacy of disposal system should be certified by Punjab Pollution Control Board and a report in this regard should be submitted to the Ministry of Environment & Forests/State Level Environment Impact Assessment Authority before the project is commissioned for operation. The discharge of treated sewage shall conform to the norms and standards prescribed by Punjab Pollution Control Board for such discharges. The project proponent shall discharge not more than 83.2 KLD of treated wastewater into sewer during rainy season.
- ii) The project proponent shall provide electromagnetic flow meter at the outlet of the water supply, outlet of the STP and any pipeline to be used for re-using the treated wastewater back into the system for flushing and for horticulture purpose/green etc. and shall maintain a record of readings of each such meter on daily basis.
- iii) Adequate & appropriate pollution control measures should be provided to control fugitive emissions to be emitted within the complex.
- iv) Adequate treatment facility for drinking water shall be provided, if required.
- v) Rainwater harvesting for roof run-off should be implemented. Before recharging the roof run-off, pretreatment must be done to remove suspended matter, oil and grease. However, no run off from gardens/green area/roads/pavements shall be connected with the ground water recharging system.
- vi) The solid waste generated should be properly collected and segregated. The recyclable solid waste shall be sold out to the authorized vendors and inerts shall be sent to disposal facility. The Bio-degradable solid waste shall be adequately treated as per the scheme submitted by the project proponent. Prior approval of competent authority should be obtained, if required.
- vii) Hazardous waste/E-waste should be disposed off as per Rules applicable and with the necessary approval of the Punjab Pollution Control Board.
- viii) The green belt 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 species/variety.
- ix) The project proponent should take adequate and appropriate measures to contain the ambient air quality within the prescribed standards. The proposal

regarding mitigation measures to be taken at site should be submitted to the Ministry of Environment & Forests/ State Level Environment Impact Assessment Authority within three months.

- x) Incremental pollution loads on the ambient air quality, noise and water quality should be periodically monitored after commissioning of the project.
- xi) Application of solar energy should be incorporated for illumination of common areas, lighting for gardens and street lighting in addition to provision for solar water heating.
- xii) 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.
- xiii) A report on the energy conservation measures conforming to energy conservation norms finalized by Bureau of Energy Efficiency should be prepared incorporating details about machinery of air conditioning, lifts, lighting, building materials, R & U Factors etc. and submitted to the respective Regional office of MoEF, the Zonal Office of CPCB and the SPCB/SEIAA in three months time.
- xiv) Environmental Management Cell shall be formed during operation phase which will supervise and monitor the environment related aspects of the project.

PART B – General Conditions :

- i) This environmental clearance will be valid for a period of five years from the date of its issue or till the completion of the project, whichever is earlier.
- ii) The environmental safeguards contained in the application of the promoter / mentioned during the presentation before State Level Environment Impact Assessment Authority/State Expert Appraisal Committee should be implemented in letter and in spirit.
- iii) The entire cost of the environmental management plan (i.e. capital cost as well as recurring cost) will continue to be borne by the project proponent until the responsibility of environmental management plan is transferred to the occupier/residents society under proper MOU after obtaining prior permission of the Punjab Pollution Control Board.
- iv) The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by mail) to the respective Regional office of MoEF, the Zonal Office of CPCB and the SPCB/SEIAA.
- v) Officials from the Regional Office of Ministry of Environment & Forests, Chandigarh / State Level Environment Impact Assessment Authority / State Level Expert Appraisal Committee / Punjab Pollution Control Board who would be monitoring the implementation of environmental safeguards should be given full cooperation, facilities and documents / data by the project proponents during

their inspection. A complete set of all the documents submitted to State Environment Impact Assessment Authority should be forwarded to the CCF, Regional Office of Ministry of Environment & Forests, Chandigarh/State Level Environment Impact Assessment Authority.

- vi) In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by State Environment Impact Assessment Authority.
- vii) Separate distribution pipelines be laid down for use of treated effluent / raw water for horticultural/gardening purposes with different colour coding.
- viii) All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest (Conservation) Act, 1980 and Wildlife (Protection) Act, 1972 etc. shall be obtained, by project proponents from the competent authorities including Punjab Pollution Control Board and from other statutory bodies as applicable. The project proponent shall also obtain permission from the NBWL, if applicable.
- ix) The project proponent should advertise in at least two local newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded environmental clearance and copies of clearance letters are available with the Punjab Pollution Control Board. The advertisement should be made within seven days from the day of issue of the clearance letter and a copy of the same should be forwarded to the Regional Office, Ministry of Environment & Forests, Chandigarh.
- x) These stipulations would be enforced among others under the provisions of Water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981, Environmental (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification, 2006.
- xi) Environmental clearance is subject to final order of the Hon'ble Supreme Court of India in the matter of Goa Foundation Vs. Union of India in Writ Petition (Civil) No. 460 of 2004 as may be applicable to this project and decisions of any competent court, to the extent applicable.
- xii) The project proponent shall obtain permission from CGWA for abstraction of 118 KLD of groundwater.
- xiii) The project proponent shall obtain the permission for change of land use, if any authority insists for the same.
- xiv) A copy of the clearance letter shall be sent by the proponent to concerned Panchayat, Zilla Parishad/ Municipal Corporation, Urban local body and the local NGO, if any, from whom suggestions / representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
- xv) The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update

the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; PM_{2.5}, PM₁₀, SO₂, NO_x, CO, Pb, Ozone (ambient air as well as stack emissions) shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.

- xvi) The project proponent shall adhere to the commitments made in the Environment Management Plan and Corporate Social Responsibility. Rs.56 Lacs will be utilized for following activities under Corporate Social Responsibility.
- Provision of funds to shivalik youth club for organizing blood donation camp, medical camp.
 - Provision of funds to Middle school at Sante Majra for providing library, science laboratory, computer lab etc. required by students.
 - Monitoring of water quality in village santé majra.
 - Providing water treatment/ Regional Office system in school.
 - Facilities at dispensary.
 - Solar Lights on village rastas.
 - Plantation and Landscaping in common utility/recreation area of the village.
 - The implementation of the Corporate Social Responsibility will be responsibility of the Mr. Jagdish Singh Saini, Managing Partner of the Company.
- xvii) The State Environment Impact Assessment Authority reserves the right to add additional safeguards/ measures subsequently, if found necessary, and to take action including revoking of the environmental clearance under the provisions of the Environmental (Protection) Act, 1986, to ensure effective implementation of the suggested safeguards/ measures in a time bound and satisfactory manner.
- xviii) 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 16 of the National Green Tribunal Act, 2010.

Member Secretary (SEIAA)

REGISTERED

Endst. No. _____

Dated _____

A copy of the above is forwarded to the following for information & further necessary action please.

1. The Secretary to Govt. of India, Ministry of Environment and Forest, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi.
2. The Chairman, Central Pollution Control Board, Parivesh Bhavan, CBD-cum-office Complex, East Arjun Nagar, New Delhi.

3. The Member Secretary, Punjab State Power Corporation Ltd., The Mall, Patiala.
4. The Deputy Commissioner, SAS Nagar.
5. The Member Secretary, Punjab Pollution Control Board, Vatavaran Bhawan, Nabha Road, Patiala.
6. The Chief Conservator of Forests (North), Ministry of Environment and Forest, Regional Office, Bays No.24-25, Sector-31-A, Chandigarh.
7. The Chief Town Planner, Pb., Department of Town & Country Planning, 6th Floor, PUDA Bhawan, Phase-8, Mohali.
8. Monitoring Cell, Ministry of Environment and Forest, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi.
9. The Director (Environment), Ministry of Environment and Forest, Northern Regional Office, Bays No.24-25, Sector-31-A, Chandigarh. The detail of the project proponent is as under:
 - a) Name of the applicant Sh. Jagdish Singh Saini
 - b) Telephone Number 0172-5094112, 9501548877
 - c) E-mail info@shivalikproperties.com
10. The Environmental Engineer (Computers), Punjab Pollution Control Board, Head Office, Patiala for displaying the environmental clearance on the web site of the State Level Environment Impact Assessment Authority.
11. The Executive Engineer, GMADA, Mohali.

Member Secretary (SEIAA)



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JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement is made at SAS Nagar (Mohali) on this **31st day of March, 2017** (31/03/2017) between:

M/s Shivalik Properties and Developers (PAN No. ABHFS4852N) a registered partnership firm having its registered office at SCF No. 112, First Floor, Phase 3 B2, Mohali. Punjab – 160055 duly represented by its only two partners **Sh. Jagdish Singh** son of Sh. Hari Singh r/o House No. 557, Sector 36 B, Chandigarh and **Sh. Jasdeep Singh** son of Sh. Jagdish Singh Saini r/o House No. 557, Sector 36 B, Chandigarh. (Herein after referred to as '**First Party/Owner**') being the party of the first part.

AND

M/s Acme Heights Infrastructure (P) Ltd. (PAN No. AAPCA5682C), a private Limited company having its registered office at # 2399, Phase X, Mohali duly registered with the Registrar of Companies under the provisions of Indian Companies Act, 2013 through its Directors **Sh. Pankaj Chhabra** s/o Sh. Rabindra Nath Chhabra and **Sh. Mohan Singh** son of Sh. Harbans Lal as having been authorized by the Board of Directors in its meeting held on 24th March, 2017 vide resolution dated 24.03.2017. Copy attached as **Annexure A**. (Herein after referred to as '**Second Party/Developer**'), being the party of the second part.

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Mohan Singh

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Jasdeep Singh
Pankaj Chhabra
Mohan Singh
Pankaj Chhabra

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE
HUNDRED RUPEES

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The expression of the Owner & Developer shall mean and include unless repugnant to the context be deemed to include their representatives, heirs, successors, legal representatives, administrators, nominees, assigns, successors in interest, authorized persons etc.

WHEREAS,

- A) The First party has represented and warranted that it is well & sufficiently entitled to all that piece and parcel of "Saalam" land admeasuring 4.21875 acres i.e. 33 Kanal 15 Marla or say 20419 sq. yards and is falling under Khasra Nos. 19//16(8-0), 17(8-0), 24(8-0), 25(8-0), 20//20/2(1-0), 21/1(0-15) as per the latest jamabandi for the land situated at Village Chajjumajra, Hadbast No. 33, Tehsil Kharar, District Sahibzada Ajit Singh Nagar (SAS Nagar) (Mohali), Punjab - India and hereinafter referred to as "**the said property**" thereof and the same has duly been marked on the Shizra plan which is annexed hereto as **Annexure B**. The said project has been duly approved by Town and Country Planning Department and Municipal Council Kharar vide their letter of approval bearing Memo No. 58 dated 23.11.2006 and besides this the Owners have already obtained all other necessary permissions and approvals from MC Kharar.
- B) The Owner herein have represented & warranted to the developer in an unambiguous terms that they have a clear and unencumbered title to the said property without there being any intervention of any kind of regulation or law more particularly the Land Ceiling Act and that the said property falls within Municipal Committee, Kharar & that there is absolutely no litigation etc or acquisition proceedings, neither under Land Acquisition Act

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nor under National Highway Authority of India (NHAI) or under any other Act prevalent;

- C) Developer is a registered partnership firm which has been constituted for the purpose of carrying on business of real estate developers, construction of Group Housing Flats, Houses, Villas and other Buildings, Townships, Complexes, Bungalows, Row Houses etc. both commercial and/or residential;
- D) Owner have further represented, confirmed and assured to the Developer that it has not entered into any agreement to sell or any joint venture or joint development agreement or agreement of any kind in respect of the said property nor have afforded any kind of attorney in favour of any other person, company, firm or any legal entity which may exercise any kind of right or option in respect of the said property except for the allotment of individual units;
- E) Based on the aforesaid representations of both the parties hereto including the representations and warranties as stated hereinafter in the present agreement and believing the same to be true but not limited to the same, Owner have offered the said property to the Developer for the development of the said Property and after prolonged negotiations finalized the terms of development of the said property on the terms and conditions as set out hereinafter.

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Signature

Jasdeep Singh

Mohar Singh

Mohar Singh

Prof. C. S.

Prof. C. S.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND PROMISES MADE HEREINAFTER THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, the following words and expressions, shall, unless repugnant to the context or meaning thereof, the following terms, when capitalized, shall have the meaning hereinafter respectively assigned and described below when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

“Applicable Laws” means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-laws, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the fore goings by any Government Authority having jurisdiction including any quasi judicial authority.

“Approvals” means any and all permissions, clearances, developments, authorizations, consents and notifications for and in respect of the Project herein from the Competent Authority including but not limited to the approvals of Municipal Committee, Kharar, Punjab Urban Planning and Development Authority (PUDA), Greater Mohali Area Development Authority (GMADA), Department of Local Bodies, Pollution Board, Airport Authority of India (AAI), Electricity Department/Corporation, Forest Department, Department of Town and Country Planning or any other government department which may have to be dealt with.

“Authorized Representative” means a person or a Party specifically authorized in writing by the authorized signatory of such Party as the case may be to represent the Parties herein.

“Competent Authority” means and includes Punjab Urban Planning and Development Authority (**PUDA**), Greater Mohali Area Development Authority (**GMADA**), Department of Town and Country Planning, Department of Local Bodies, M.C. Kharar or any other constituted authority under Punjab Municipal Act, 1911 and constituted by any of the aforementioned authorities, Department of Environment, Airport Authority of India (**AAI**), Department of Forests, Electricity Board/ Corporation, Punjab, National Highway Authority of India (**NHAI**), Sewerage Board Punjab, Department of Water Supplies and/or any other relevant statutory and/or government authority.

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“Design & Drawing” means the conceptual and detailed programme, plans, proposals, design and drawings, backup technical information and other specifications required for the Project and all calculations, samples, patterns, models specifications, and other technical information submitted by the Developers from time to time to the Competent Authority.

“Development Rights” shall have the meaning ascribed to it in Clause 2.1.

“Encumbrances” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege, attachments or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of the loss payers or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances and encroachments on the site where applicable herein.

“Government Authority” means any government (Central or State) or political subdivision thereof, any department, agency or instrumentality of any government or political subdivision thereof, any court or arbitral tribunal.

1.2 Interpretation:

In this Agreement, unless the context otherwise requires:

- (a) *time is of the essence in the performance of the Parties' respective obligations; if any time period specified herein is extended, such extended time shall also be of the essence;*
- (b) *Headings are inserted for convenience only and shall not affect the construction of this Agreement;*
- (c) *Words importing a gender include all genders;*
- (d) *References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, innovated or replaced from time to time.*
- (e) *References in this Agreement to Clauses, Recitals and Annexure are references to clauses, recitals and annexure to this Agreement. The Recitals, Schedules and Annexure to this Agreement shall be deemed to form part of this Agreement.*

2. PROJECT

- 2.1 The First Party/ Owner herein is seized of and is vested with the land parcel total measuring 33 Kanal 15 Marlas (4.21875 acres) whereupon the necessary approvals from the competent authority has already been obtained by the Owner and the project has been got approved under the name and style of **“Shivalik Heights”**. The detailed list of approvals that has been obtained by the Owner herein till date is as under:

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- 2.1.1 Approved Layout Plan of the entire project land measuring 4.218 acres from the Department of Local Government vide Letter No. CTP(LG)-ATP(s)-2006/1344 dated 29th August, 2006.
- 2.1.2 Letter in respect of Technical Approval of Revised Layout plan dated 23.11.2006 bearing Memo No. 58 in favour of previous owner M/s Shivalik Infrastructure and Developers (P) Ltd.
- 2.1.3 Letter of extension of validity of Consent to Establish (NOC) as issued by Punjab Pollution Control Board dated 23.08.2017 in favour of the project.
- 2.1.4 Letter of Environmental Clearance dated 24.01.2014 as issued by State Level Environmental Impact Assessment Authority, Punjab.
- 2.1.5 NOC for grant of Electricity Connection by the MC Kharar dated 27.3.2014.
- 2.1.6 Letter regarding the grant of Electricity Connection dated 29.06.2015 as issued by Inspector Electricity Department, Patiala.
- 2.1.7 NOC for the construction of Group Housing Project as issued by Ministry of Defence dated 17.09.2013.
- 2.1.8 Fire Safety Certificate dated 4.09.2015 as issued by Fire Officer, SAS Nagar.
- 2.1.9 Certificate from Fire Safety Office SAS Nagar for 72 flats dated 24.08.2017 bearing No. FB-17/296.
- 2.1.10 Certificate for Solid Waste Material Management as issued by M.C. Kharar dated 25.1.2013.
- 2.1.11 NOC from MC Kharar dated 25.1.2013 for connection of main Sewer with the project
- 2.1.12 Sanctioned plans and maps for the entire project total numbering 13 in numbers.
- 2.2 The competent authority i.e. Local Bodies Department has permitted the Owner herein for the construction of a total of 236 residential apartments ("**Total Apartments**") ad measuring having 3,65,063.08 sq feet of covered area which have been approved to be covered/constructed under Three (3) Towers along with EWS tower i.e. Tower/Block Nos. A, B and C ("**Entire Project**"). The details of the said Entire project is as under: -

S. No.	Block / Tower No.	Number of Flats	Area under Construction
1.	Block A	56 Flats	86564.632 sq. feet.
2.	Block B	72 Flats	1,11,760.314 sq. feet.
3.	Block C	36 Flats	54,977.82 sq. feet.
Total FSI being sold			2,53,302.766 sq. feet.

Hereinafter referred to as "**the FSI being sold**".

And the Owner till date has already got flats constructed under one tower/Block i.e. under Tower/Block No. B as per the annexed layout plan (**Annexure C**) wherein a total of 72 (Seventy-Two) apartments are being constructed out of which certain flats have been completed and certain are under construction. That out of these 72 apartment, the Owner have sold 45

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apartments till date. It is made clear here that all the said 72 apartments under Block/ Tower B in the said entire project shall continue to vest in favour of the first party/Owner without there being any kind of intervention of the Second Party in any manner. Meaning thereby, that Tower / Block B consisting of 72 flats shall be got constructed and thereafter completed by the first party out of their own resources and expenses and shall that way be responsible thereto solely and even the sale / marketing rights thereof in respect of the said 72 flats shall be solely and exclusively be vested in first party.

- 2.3 That apart from the above, there is a Club House along with swimming pool which is already existing in the said project and it has been mutually and clearly agreed as amongst the parties hereto that the said club house shall be jointly used by the residents / occupants of the said entire project i.e. by all the residents/occupants of all 236 flats irrespective of the fact whether vested with first party or the second party.
- 2.4 That apart from it has been agreed that the Second Party shall develop a Party Hall cum Gymnasium within the said project for which the space has been mutually agreed. The same shall be developed by the Second Party at their cost and expense which shall be used by the residents/occupants of the said entire project i.e. by all the residents/occupants of all 236 flats irrespective of the fact whether vested with first party or the second party. It is very pertinent to mention here that currently a Gymnasium cum Party Hall ad measuring 1072 + 1072 sq feet consisting of Basement and First Floor is operating from within the said project near the Entry Gate of the said entire project which shall continue to operate as such for a period of five years where after the Gymnasium cum Party Hall shall be discontinued from the said site and the new Party Hall cum Gymnasium as shall be provided by the Second Party shall operate in its place. The existing Gymnasium cum Party Hall is being operated from the premises of an independent owner which shall be vacated after a period of 5 years by the parties hereto and during such period there shall be not rental payable in that respect by the parties but still in case there arise any dispute or claim for rentals or any other compensation by the owner of the said premises, the same shall be settled solely by the first party out of their own accord. Apart from this it is clearly agreed that even during these five years, the possession and all and every kind of other entitlements of the Ground Floor of the said premises shall remain with the said independent owner and none of the parties hereto shall have any right, title or claim in any manner thereto.
- 2.5 During the course of construction of the said property, both the parties met with each other and have arrived at an arrangement wherein the entire construction, development, marketing and sale of the said project be now onward undertaken by the Developer herein for a consideration as stated hereinafter under "Consideration Clause" (Clause No. 4 of the present agreement) as permission to use the said property. In pursuance to this

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understanding, the Owner do hereby irrevocably & unequivocally grants & assigns in perpetuity all its rights to develop, construct, market and sell the entire project on the said property to the developer herein and as such the Developer herein shall hereinafter takeover the entire project. Meaning thereby, that by virtue of the present agreement, the Owner have granted in perpetuity all the rights in respect of the said property relating to its development, construction, marketing and sale to the developer herein in lieu of consideration as mentioned hereunder. It is agreed that the developer shall complete the project as envisaged herein within the timeline so prescribed which is five years (60 months) from the date of signing of present agreement along with registered Power of attorney and thereafter handing over of the actual physical possession of the land of the said entire project whichever is later.

- 2.6 That it has been agreed that rate at which the said apartments shall be sold shall be at the sole prerogative of the Developer. The Owner shall be concerned with the sale consideration payable to him during next 60 months as per the schedule of payment mentioned hereinafter. However, the already constructed flats i.e. 72 in numbers which remains with the owners shall be the responsibility of the owner hereto and during the period of the present agreement, the owner or its representative shall have a right to visit the said property any time for inspection, construction and other purposes including sale of said 72 flats or any part thereof. The owner shall be entitled to carry out pending construction and development of the said project i.e. relating to 72 flats being kept by the owner for themselves and for augmenting the same the Developer hereto shall permit the owner to use the Water thereto. The Temporary electricity connection as has been obtained by the Owner, shall remain with the owner and Developer shall be required to obtain separate electricity connection for carrying out their construction on the said project.
- 2.7 That apart from this there is one site office / Sales Office constructed by the Owners hereto has been handed over by the owner to the Developer for its own use and occupation exclusively. The existing staff of the said office may be retained by the Developer or could be changed as per their choice. The said office could be used by the Developer for a period of five years from the date of present agreement without having to pay any rent thereto and after the expiry of five years, the entire office along with its fitments and furniture subject to normal wear and tear shall have to be handed over back to the owners by the Developer. The owner confirms and agrees that no parallel sales office shall be opened at the site of said project to avoid direct competition. Parking spaces being affected due to the same shall be adjusted by the parties mutually which shall be not more than four car parking.
- 2.8 That in pursuance of having developer being granted absolute rights for the project by the Owner herein as afore stated, Developer shall also be entitled to execute the sale deeds in respect of all the said apartments in favour of the respective allottee directly as attorney holder of the Owner strictly in terms of Clause No. 4.2 of the present agreement itself and for this purpose the Owner

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has agreed to execute and register a General Power of attorney (GPA) also in that respect which shall be registered within a period of six months to the execution of the present agreement itself. It has been mutually agreed that proportionate land share of the land shall also be transferred by the Developer herein to the owners by virtue of their allottees in terms of law applicable. It is hereby agreed and confirmed that what is stated in the recitals hereinabove, shall be deemed to be declarations and representations on the part of the Owner as if the same were set out herein in verbatim and forming an integral part of this Agreement. Apart from this, it is clearly agreed that the Developer herein shall be entitled to deal with the balance unsold inventory from the said project under its own name i.e. issue allotment letters, possession letters, demand letters, enter into Apartment Buyer Agreements with the prospective purchasers in their own name as GPA holder of the owners. However, all expenses in relation to the execution and registration of the present GPA shall be incurred / borne by the Developer hereto. The Developer shall have an option to use a common logo for the said project

- 2.9 That the cost as spent by the Owner till date for the purpose of obtaining approvals / sanctions etc. as also the cost spent on the development, construction, marketing and sale of the said project shall not be reimbursable by the developer in any manner and any further cost and expense for the development, construction, marketing and sale of the balance apartments including any further approvals, registrations, revalidations, and/or modifications thereof consents etc. in the said project as also the cost for the development of the common areas of the said project shall be solely borne by the developer only. Meaning thereby, from here onward all and every kind of expense in relation to the present project shall be solely borne by the developer right upto the final completion of the project.
- 2.10 That it has however been very clearly agreed and understood as amongst the parties hereto without any question etc. that both the parties shall be responsible for their income tax liabilities and the other party shall not be liable or responsible for the same in any manner.
- 2.11 That Owner or any of its representatives, successor in interest etc. shall have every right to purchase any part of the project i.e. plot, flat or villas at the agreed market rate from the developer only and as such from here onward, Owner shall in no case be entitled to market the project herein directly without the written approval of the developer. However, the Owner shall have full right to sell the said 72 flats being constructed and developed by them under Block B for which the Developer hereto shall have no objection in any manner.
- 2.12 The existing project entry shall remain as such for the entire project i.e. be it for the existing 72 units under the control of owner as also for the new flats to be built by the Developer hereto and there would not question raised by any of the parties hereto or their allottees in any manner. The maintenance of the entire project shall be done at the behest of the Developer hereto and the allottees of both the owner and the Developer shall be equally liable to pay all and every kind of maintenance charges as also securities attached thereto in

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the same manner as is applicable to the other allottees. The Developer shall be well within their rights to either maintain the entire project themselves or through any agency which shall be appointed solely by the Developers itself.

2.13 That in the nutshell, it is clearly and unequivocally understood by and between the parties hereto that the present project which is an approved project is being handed over by the owners to the Developer hereto on "AS IS WHERE IS" basis sans the 72 apartment which has been kept by the owner for themselves and whatever is required to be done to make the said entire project (including the said 72 apartments of owners) workable including any amount required to be spent on external development of the project like Water Borewell, Approach Road, Rain Water Harvesting, Street Lighting, Sewer Lines, Water Supply Lines etc. for the entire project shall be carried out by the Developers hereto at their own cost, responsibility and expense.

3. **BUILDING PLANS, DESIGN, DRAWING AND LICENSES**

3.1 That it is specifically understood and agreed amongst the Parties hereto that developer shall use its expertise regarding the development of the said project and shall be free to re draft and finalize any drawings, layout plans, construct or develop the project or the plotted development as far as maximum permissible as per the law applicable and the Owner shall have no objection to the same.

3.2 That It has been agreed as a part of consideration for the grant of complete development, construction, marketing & sale to developer that developer shall be solely liable and responsible to obtain any further necessary sanctions and permissions, approvals, licenses etc. as may be required from the competent authorities in respect of the project herein relating to the total unsold apartments and as such Owner shall not be required to spend anything in that respect or even do any activity for the same. The same shall include payment of extra money for availing the maximum possible FAR. Further, developer shall ensure that all lawful acts and things required under the law or as stipulated by the Competent Authority shall be fully adhered to under its responsibility and supervision.

3.3 That it has been further agreed and understood between the parties that the exact specifications under which the plots/apartments/units/spaces shall be developed / constructed shall be got approved by the developer from the competent authority and Owner herein shall have no question thereupon.

3.4 That the developer shall be entitled to commence the work upon the said property immediately upon the signing of the present agreement after entering the said property with full rights and further shall be entitled to utilize/use the said property on permissive basis without any pre conditions.

4. **CONSIDERATION :**

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- 4.1 That it has been agreed that it has been agreed that sale consideration for the said FSI being sold i.e. 253,302.766 sq. feet including the proportionate land thereunder as also the common areas coupled with power of attorney to be given has been fixed at **Rs. 27,00,51,000/- (Rupees Twenty Seven Crores Fifty One Thousand only)**. This amount shall be payable in the following manner i.e. the Payment Schedule thereof shall be as under:-

S. NO.	DESCRIPTION	DATE FROM	AMOUNT PAYABLE (RS.)	TOTAL AMOUNT PAYABLE (RS.)
1.	For first 24 months		15,00,000 per month	3,60,00,000
2.	For next 35 months		25,00,000 per month	8,75,00,000
3.	In 60 th month (Last)		Balance Rs. 14,65,31,000/-	
All such payments shall be made subject to Tax Deductions as applicable or any other provisions of law that may become applicable hereto.				
Please Note: -				
1. That for repayment, the Developer has issued advance cheques for first 12 months amounting to Rs. 15,00,000/- each which shall be repayable on 7 th day of each month starting w.e.f. 7 th October, 2017. Apart from this one initial cheque shall be payable by the Developer to the owner in the month of September, 2017 itself and once the said cheque in September is cleared, thereafter regular payment of Rs. 15 lakhs per month shall be made w.e.f. 7 th October, 2017 itself.				
2. Any delay in any of the monthly installment shall attract interest @ 18 % per annum upon the developer which shall be subject to a maximum delay of 90 days after which the developer shall handover the project to the owner peacefully for further execution and agreement shall stand terminated without any liability attached thereto.				

That as a token for the signing of the present agreement, the Developer has paid to the owner a sum of Rs. 20,000/- (Rupees Twenty Thousand only) as token amount.

- 4.2 That apart from this it has been clearly and unequivocally understood and agreed as amongst the parties hereto that the Power of attorney which shall be given by the Owner hereto in favour of the Developer shall mean and include that the Developer shall have an absolute right to issue allotment letter, permission to mortgage letter for the individual allottees to enable them to obtain Home Loan from various banks and financial institutions and for the execution and registration of the sale deed. **However, it has**

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been agreed that for the registration of the sale deed of any individual flat / apartment, the countersignatures of the Owner or its representative as confirming party or witness would be mandatory, without which the said sale deed shall not be deemed to be valid. Also,

the GPA which is being given by the owner to the developer shall not permit the developer to sell the entire project at all. Apart from this it is clearly understood by and between the parties that apart from the aforesaid initial GPA which is being afforded by the owner to the Developer hereto, subsequent GPAs would also be executed at the option of the Developer for certain flats/apartments for the value exceeding the earnest money amounting to Rs. 2,00,00,000/- (Rupees Two Crores only) i.e. any amount received by the Owner over and above Rs. Two Crores shall entitle the Developer to obtain a clear and absolute GPA to sell apartments without the aforesaid condition of representative of the owner to be present at the time of sale deed. It has been assessed as between the parties that Owner shall execute GPA for such number of flats against which a sum or Rs. 16,46,000/- (Rupees Sixteen Lakhs Forty-Six Thousand only) has been received as against each flat towards the land cost. Both such GPAs shall run parallel to each other. Upon the execution of the sale deed, the land cost component for each flat has been mutually agreed to be Rs. 16,46,000/- (Rupees Sixteen Lakhs Forty-Six Thousand only)

- 4.3 That apart from the aforesaid sale consideration, it has been agreed that developer shall be solely liable and responsible to obtain the any additional sanctions and permissions, approvals, licenses etc. i.e. in addition to what has already been granted as are legally required from the competent authorities in respect of the project herein and as such Owner shall not be required to spend anything in that respect or even do any activity for the same. Further, developer shall ensure that all lawful acts and things required under the law or as stipulated by the Competent Authority shall be fully adhered to under its responsibility and supervision in whatsoever manner and as earlier stated.

5. CONSTRUCTION:

- 5.1 It has been agreed that the Developer shall be fully entitled to either utilize the existing approvals as such without any change or change or alter the already existing construction of the Owner in accordance with their need but at their cost and expense. However, in either case, the developer shall be duty bound to strictly adhere to the sanctioned plans in every possible manner.
- 5.2 The Developer however, may if the circumstances, so warrant, make such alterations in construction of the Project as it may deem fit as per the applicable law and shall be liable and solely responsible to get the building plans modified to that extent.

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6. OBLIGATIONS / REPRESENTATIONS / WARRANTIES & COVENANT OF THE OWNER:

- 6.1 The Owner is the absolute Owner of the said Property which has clear, marketable and unencumbered title and the said property and are absolutely seized and possessed of and otherwise well and sufficiently entitled to the same. The said property is free from all encumbrances, mortgages, lien, disputes, litigations, attachments, charges, acquisitions or any kind of charges and has not been attached directly or indirectly by any court of law or quasi judicial courts from India and /or abroad in any manner. The Owner further declares that the Property falls within the jurisdiction of the M.C. Kharar and Developer has full right and entitlement to construct Group Housing etc. thereupon the said property as per the applicable laws of the competent authorities.
- 6.2 That all external services required for the project i.e. Potable Water Supply, Sewerage connection with the MC Line, Road Connectivity, Electricity Connectivity has been provided by the Owner at no extra cost to the Developer. However, charges for availing these services shall be paid by the Developer. The road around 72 flats being constructed and sold by the Owner hereto shall be used as carriageway and open parking for these 72 flats and the Developer shall have no claim on the space for parking etc. The Generator 120 KVA installed at the site shall be used for backup electricity for the said 72 flats of the owner and not for the rest of the project.
- 6.3 That it has been further represented and warranted by the Owner hereto that there is no show cause notice or demand or objection or penalty of any kind pending in respect of the said entire project from any authority. The Owner do hereby confirm and declare that all pending renewals of the licenses and permissions relating to the entire project till 31.03.2017 has been paid or shall be payable by the owner and thereafter i.e. w.e.f. 1.4.17 any amount payable for renewal or obtaining of fresh permission shall be done / carried out by the Developer at their own cost and expense.
- 6.4 The Owner further confirms, declares and undertakes that no part of the Property falls under or is under the purview of Forest Area under Punjab Land Preservation Act, 1900 (PLPA) and Forest Conservation Act, 1980.
- 6.5 The Owner represents and warrants that all legal/statutory formalities and approvals (as applicable) have been completed or obtained by the Owner for consummation of the transactions contemplated by this Agreement.
- 6.6 The Owner has the full right, power & authority to enter into this Agreement and grant the Development Rights to Developer and represents that there are no facts and/or circumstances and/or contracts and/or arrangements which in any manner will be adversely prejudicial to the rights of Developer hereunder and further all the necessary procedure and/or requirements necessary to be fulfilled whether under the Applicable Laws and/or its bye-laws have been fulfilled.

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- 6.7 The Owner expressly warrants and covenants that no other person than the Owner has any right, title, interest, claim or demand in respect of the Property or any part thereof and in case at any stage during the completion of the Project, if any claim from anyone else arises on the Property, the same would be dealt with and satisfied in whole by the Owner at their own cost, expense, risk in terms of this Agreement.
- 6.8 The Owner shall execute an Irrevocable General Power of Attorney granting its complete development rights in the said Property in favor of developer *inter alia* for getting the property developed, constructed and also granting the marketing rights and obtaining the sale consideration of the houses being constructed under the project in their own name with in a period of maximum (6) Six months from the date of signing of the present agreement. However at the time of registration of any sale deed, the signatures of the authorized signatory of the owner shall be mandatory without which the said sale deed shall be deemed to be invalid and not binding in the eyes of law. The Owner also authorizes the developer to issue permission to mortgage of various apartments in favour of various banks & financial institutions and the Owner confirms, undertakes, declares and binds itself not to revoke the same for any reason whatsoever out of its own will and discretion without obtaining a specific prior written consent of Developer/its attornies.
- 6.9 The Owner undertakes and covenants that it shall sign and execute all necessary applications, documents and do acts, deeds and things as the Developers may require from it in order to legally and effectively complete the Project herein. Further, the Owner shall sign all such application forms, affidavits or petitions required for getting permissions and plans/Design and Drawing sanctioned from the Competent Authority for effective and actual completion of the Project on the Property and shall hand over all the original permissions / sanctions as have already been obtained by it for the use of the developer herein.
- 6.10 The Owner has not sold, transferred, conveyed, gifted and/or alienated and/or created Encumbrances on part or whole of the said property and have not even entered into any kind of arrangement and/or agreement and/or development of the Property and has not afforded any power of attorney to anyone else thereby creating any right, interest and/or Encumbrances of any nature in respect of the Property or any part thereof except as afore stated, and that the said Property as defined herein is absolutely clear, marketable & free from all sort of encumbrances, charges, claims, liens, litigations, attachments of any third party rights of whatsoever nature in respect of the Property.
- 6.11 The Owner has not done and/or caused to be done any act, deed, matter or thing whereby or by reason whereof the Owner's right, title, interest and benefit in respect of the Property or any part thereof is prejudiced or adversely affected or extinguished in any manner whatsoever.

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- 6.12 All the rents, rates, taxes, assessments, dues, duties, revenue cesses, electricity bills, pending payments to existing vendors / supplier of materials etc. and other outgoings whatsoever payable in respect of the Property to all concerned government, semi-government and public bodies and local authorities shall be paid by the owner upto the date of the present agreement and shall provide proof thereof. However, any charges which shall be required to be spent by the developer later on shall be solely borne by the developer and nothing shall be payable by the owner in any manner.
- 6.13 There are no proceedings instituted by or against the Owner and/or pending in any Court or before any authority and the Property is not under any lis pen dens, acquisition, attachment etc which shall have material adverse impact on the implementation of this Agreement or on its obligations under this Agreement.

In the event of termination of this Agreement the provisions of Clause 6 shall survive the termination of this Agreement.

7. OBLIGATIONS/REPRESENTATIONS/WARRANTIES/UNDERTAKINGS AND COVENANTS OF Developer:

- 7.1 Developer has all requisite authority and rights to enter into and to perform its obligations under this Agreement.
- 7.2 Developer has full and absolute power to execute and enter into this Agreement, and does not and will not violate any law, rule, regulation, order, or decree applicable to it.
- 7.3 Developer represents and warrants that no proceedings are pending against the Developer which shall have material adverse impact on the implementation of this Agreement or on their obligations under this Agreement.
- 7.4 Developer shall adhere to the sanctioned building plans in respect of the project as provided by Owner in totality and any deviation thereof which Developer intends shall be got pre approved from the competent authority.
- 7.5 Developer herein undertakes and assures Owner that the construction would be carried out in workmanship like manner by taking due regard to the quality and specifications & safety of all concerned. Developer further undertakes and covenants to perform its obligations under this Agreement, and/or any other agreement/documents to be executed by the Parties whereby the developer shall be responsible for all its acts, defects in construction from the date of the present agreement itself in respect of the future construction being undertaken.
- 7.6 Developer shall utilize full FAR as is available to the said property even if the same is required to paid / purchased from the competent authorities under law applicable.

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- 7.7 Developer shall obtain the completion certificate for the entire project from the competent authorities at their cost and expense and shall keep on updating the progress of the project to the Owner after every quarter in writing besides settling the accounts as stated herein in the present agreement.
- 7.8 All cost relating to the construction, sale and marketing of the project herein shall be solely borne by the developer and at no stage that Owner shall be required to pay anything in that respect. Also, developer shall ensure that nothing is done from his end that may malign the reputation or image of the Owner in the market at large or shall not publish anything which is objectionable to the Owner. The Developer shall immediately stop any such publication or brochure upon the objection of the Owner.
- 7.9 Subject to the Event of Force Majeure, Developer undertakes and covenants to complete the entire construction within five years of the present agreement.
- 7.10 That in case any condition as stated in the present agreement is violated by the developer then owner shall be well within its right to withdraw all permission including the General power of attorney as per Clause No. 6.6.
- 7.11 That apart from this, it has been agreed that insurance of the project, if so required, shall be solely borne by Developer.

In the event of termination of this Agreement the provisions of Clause 7 shall survive the termination of this Agreement.

8. LOANS / FINANCIAL ASSISTANCE:

Developer shall be entitled to get "the project" herein approved with various banks and financial institutions at its cost and expense but shall not be entitled to raise any loan or finance on the project themselves but shall be entitled to issue permission to mortgage/lien marking letters to various banks and financial institutions for the individual apartments being financed by the prospective purchasers from their respective bankers. Apart from this the Developer hereto shall be well within its right to raise project finance from the bank based on GPA to be provided by the Owner on their personal credentials and in such case the loan repayment liability shall solely be that of Developer.

9. MAINTENANCE SOCIETY:

The common amenities in relation to the entire project i.e. including the flats with the owners, shall be taken care of by developer and the ultimate purchasers shall be bound to adhere to the norms as set by developer. And as such it has been clearly and unequivocally agreed and understood between the parties that all amenities and services like landscaping, street

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lighting, Plumbing, Water Supply, STP Plant, Internal roads, Fire Fighting permissions and their renewals thereof, Electricity Works, Genset, Lifts and its regular annual maintenance as also Environmental clearances and its renewal etc. if any and all other common services, club maintenance etc. from here onward shall be the sole responsibility of the developer only. The Developer shall be entitled to charge monthly maintenance charges from the occupants / residents of said entire project. This shall apply even to the occupants / residents to whom the owner has sold the flats directly i.e. for 72 apartment Owner. The insurance of the entire project, if so required, shall be done by the developer and the developer shall be entitled to recover the same from the monthly maintenance charges payable by the occupants of the said entire project.

10. **STAMP DUTY:**

The Stamp duty as may be leviable or payable on the execution of this Agreement and other related documents including Power of attorney shall be borne by Developer.

11. **TRANSFER OF RIGHTS:**

The by virtue of the present agreement, Owner has, on this day, transferred its rights in respect of the said property i.e. the project to Developer and has also executed and registered one power of attorney in that respect and after the completion of the project, the title in the said property shall be transferred by the parties hereto to the ultimate purchaser in such way as are considered proper either by law or by practice or by experience.

12. **TERMINATION:**

12.1 Save & except the provisions of herein in agreement, Developer shall at all times have the right to terminate this Agreement in the event there is any material breach of the representations, warranties, undertakings, declarations, covenants and/or obligations given by the Owner under this Agreement after giving Sixty (60) days written notice for rectification of such breach. In the event the Agreement is terminated by Developer, then the valuation of the project as to its gain / loss shall be calculated mutually and any difference in that respect shall be finally decided by the common friend/arbitrator which shall be decided mutually by the parties at that stage within 60 days otherwise shall be referred to the court of law.

12.2 In the event Developer is unable to develop/construct the Property due to any reason or does not develop as per the approved specifications of the authorities and also of the Owner, then Owner may at its sole discretion terminate this Agreement;

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- 12.3 The Developer shall have the right to terminate the Agreement only in the event of any misrepresentation by the Owner of any of the covenant as mentioned hereinbefore.
- 12.4 That one aspect is that this termination shall in no way dilute or damage or jeopardize the rights of the banks or financial institutions as mortgagee on the flats they have mortgaged till such time and both the parties hereto shall ensure to keep all such banks and / or financial institutions fully indemnified jointly and severally to the fullest extent including interest costs of the allottees/ultimate purchasers. That further it is clarified that in case the developer herein i.e. Developer is unable to fulfil its requirements for the construction or completion of the project herein whereby the security of the bank is jeopardized, the Owner do hereby confirm and commit to honour the lien / mortgage of each and every bank and also the right of the ultimate purchaser to the fullest extent and shall arrange to get the said project duly completed.

13. **GENERAL PROVISIONS:**

- 13.1 Nothing contained herein shall be deemed or construed as a partnership between the Owner and Developer. Each Party hereto shall be strictly responsible for its income, wealth, gift, taxes and other duties individually. None of the Parties shall render any account to the other Party.
- 13.2 All items of the plant and machinery, tool and implements, stores and materials that Developer or its duly authorized agents/partners/construction agencies will bring to the site for the due construction of the building will remain the exclusive property of Developer at all times and it is expressly agreed and accepted by the Parties to this Agreement that the Owner shall have no charge, lien or claim whatsoever for any reason at any time.
- 13.3 Any delay by the Owner and/or Developer in enforcing any of the terms or any extension of time granted in respect of the same shall not be deemed to constitute waiver of the Owner or the Developers to enforce their respective rights under this Agreement.
- 13.4 That none of the parties hereto shall do or cause to do anything which is against the basic spirit of the present agreement and to reiterate the basic spirit of the present agreement is that Owner is affording the said property to the developer whereupon the developer shall develop a residential project and as a consideration thereof the Owner shall receive THE CONSIDERATION AS STATED HEREINABOVE.

14. **DISCLAIMER:**

It is expressly agreed to by the Parties that under no circumstances, will either Party be liable to the other Party for any indirect, incidental,

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consequential, special or exemplary damages arising from the subject of this Agreement except as provided for otherwise in this Agreement.

15. **NON- WAIVER:**

No failure to exercise, and no delay in exercising any right, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude or require any other or future exercise thereof or the exercise of any other right, power or privilege. All rights, powers and remedies granted to any Party hereto and all other agreements, instruments and documents executed in connection with this Agreement shall be cumulative, may be exercised singly or concurrently and shall not be exclusive of any rights or remedies provided by law.

16. **ASSIGNMENT:**

That it is clearly and unequivocally understood by and between the parties hereto that developer shall have no right to assign its rights as enshrined / guaranteed under this agreement to any other person, firm or any other legal entity.

17. **PARTIAL INVALIDITY:**

If any provision of this Agreement is declared by any judicial or any competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall replace that provision with a provision which is valid and enforceable and most nearly gives effect to the original intent of unenforceable provision or may be severed from this Agreement and the remaining provision of this Agreement shall remain in full force and effect.

18. **INDEMNITY:**

The Parties herein agree and confirm to indemnify each other and shall at all times keep each other indemnified against all consequences arising from any breach/violation of the warranties, representation, covenants, undertakings or agreements contained herein, terms of this Agreement by such Party including paying damages for any such breach/violation as also against any loss, claims, litigation, which may be initiated in respect of the present Project including as may be initiated due to any act or action by the non governmental organization, persons, individual, firm etc which may effect/hamper the smooth execution of the Project.

19. **ARBITRATION:**

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Prof. C.M.

- 19.1 All disputes that may arise out of this Agreement shall be settled only according to arbitration under the Indian Arbitration and Conciliation Act, 1996 as may be amended from time to time by one arbitrator as may appointed in mutual consultation between the parties.
- 19.2 Except for injunctive reliefs, it is expressly stated that the local Courts falling under the District SAS Nagar shall have the in-exclusive jurisdiction with respect to matters relating to the arbitration including the enforcement of awards. The language of arbitration shall be English. Provided however that the foregoing shall not limit the rights of either Party to bring proceedings in any applicable jurisdiction to enforce or enter judgments upon such awards.
- 19.3 Awards relating to any dispute shall be final, conclusive and binding on the Parties to such dispute as from the date they are made. The Parties agree and undertake to carry out any decision or award of the arbitrator relating to such dispute without delay, and further agree that there will be no appeal and/ or challenge in any Court of Law or other judicial authority.
- 19.4 The arbitrator shall give a reasoned decision or award.

20. **JURISDICTION:**

Any disputes between the parties hereto, under or in respect of these presents and/or in respect of any issues arising out of this agreement shall be governed by and construed in accordance with the laws of India and the Courts at Kharar shall have non-exclusive jurisdiction to try and entertain such suits or proceedings.

21. **AMENDMENT:**

This Agreement shall not be altered, modified or amended except with the prior written approval and by written deed as between the Parties hereto.

22. **NOTICES:**

Any notice, demand, communication or other request (individually, a "Notice") to be given or made under this Agreement shall be in writing. Such Notice shall be delivered by hand, airmail (postage prepaid), internationally- recognized overnight courier service, facsimile, cable or telex to the Party to which it is addressed at such Party's address specified below or at such other address as such Party shall from time to time have designated by fifteen (15) days' written Notice to the Party giving such Notice, and shall be deemed to have been duly given or made when delivered as at the address as stated in the head note of the present agreement.

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[Handwritten signature]

Mohan Singh

Mohan Singh

Jasdeep Singh

Prof. C. M.

Prof. C. M.

23. FINALITY:

The terms of this Agreement shall be final and binding on the Parties herein meaning thereby that none of the Party herein shall be entitled to ask and/or demand anything over and above to whatever has been agreed upon between them under the terms and conditions of this Agreement.

24. FORCE MAJEURE:

24.1 None of the Parties shall be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its own obligations in relation to the Agreement, if the delay or failure is due to any Event of Force Majeure. i.e. acts which are beyond the control of either of the party like events of war, war like conditions, blockades, embargoes, insurrection, Governmental directions, riots, strikes, acts of terrorism, civil commotion, lock-outs, sabotage, plagues or other epidemics, acts of God including fire, floods, volcanic eruptions, typhoons, hurricanes, storms, tidal waves, earthquake, landslides, lightning, explosions, and other natural calamities, prolonged failure of energy, court orders/injunctions, change of laws, action and/or order by statutory and/or government authority, third party actions affecting the development of the Project, acquisition/ requisition of the Property or any part thereof by the government or any other statutory authority and such other circumstances affecting the development of the Project (Events of Force Majeur)

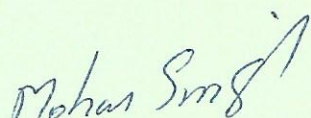
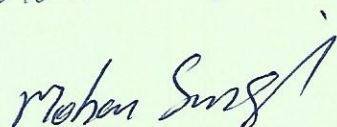
24.2 Any Party claiming restriction on the performance of any of its obligations under this Agreement due to the happening or arising of an Event of Force Majeure hereof shall notify the other Party of the happening or arising and the ending or ceasing of such event or circumstance within three (3) days of determining that an Event of Force Majeure has occurred. In the event any Party anticipates the happening of an Event of Force Majeure, such Party shall promptly notify the other Party.

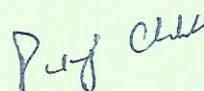
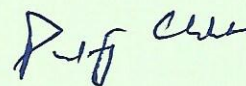
24.3 The Party claiming Event of Force Majeure conditions shall, in all instances and to the extent it is capable of doing so, use its best efforts to remove or remedy the cause thereof and minimize the economic damage arising thereof.

24.4 And in case the event of Force Majeure continues for a period exceeding 60 (Sixty) days, either Party may terminate this Agreement after giving the other Party a prior notice of Thirty (30) days in writing. But in such eventuality the lien / mortgage of the bank / financial institution shall subsist on the respective properties as have been mortgaged with them and said charge shall be paramount as against the Owner and also the developer / Developer

25. SURVIVAL:

21 | Page

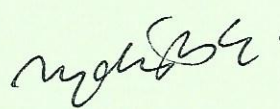
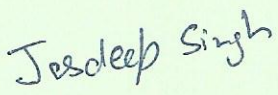



Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination including representations, warranties, remedies, promises of indemnity and confidentiality, jurisdiction and arbitration.

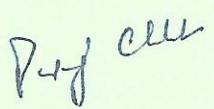

26. COUNTERPARTS:

This Agreement is executed as a single document only wherein the original shall be held/kept by the Developer and photocopy of the same duly countersigned in original by the Developer shall be kept by the Owners hereto.

IN WITNESS WHEREOF, the Parties, hereto have set their respective hands to these presents on the day, date and year first above written.

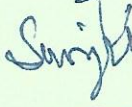
	
Jagdish Singh Saini	Jasdeep Singh
For Shivalik Properties and Developers	

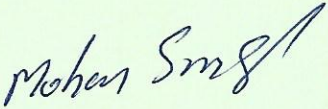
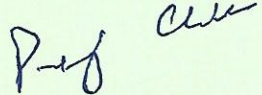
FIRST PARTY

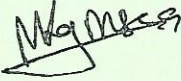
	
Pankaj Chhabra	Mohan Singh
For Acme Heights and Infrastructure (P) Ltd	

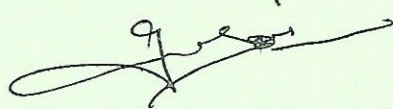
SECOND PARTY

in the presence of following witnesses:-

1. 
 Sanjay Singh S/o Gaurav S. S.
 3291 121 CHD

2. 
 (Manoj Khandelwal)
 22 | Page s/o K.D. Khandelwal
 860-29
 Shivalik City
 Sec-127, Mohali.

3. 
 Gaurav Soni
 # 575, Shivalik City
 Kharar.

PHOTOGRAPHS OF THE PROJECT



PARKING AREA PROVIDED WITHIN THE PROJECT PREMISES



(a)

GREEN AREA PROVIDED WITHIN THE PROJECT PREMISES



(a)



(b)

SOLAR LIGHTS PROVIDED WITHIN THE PROJECT PREMISES



(a)



(b)

PHOTOGRAPH SHOWING STP



(a)

FIRE EXTINGUISHER EQUIPMENTS PROVIDED WITHIN THE PROJECT PREMISES



(a)



(b)

DG SET PROVIDED AT PROJECT SITE



(a)



PUNJAB POLLUTION CONTROL BOARD

Zonal Office-I, Vatavaran Bhawan, Nabha Road, Patiala

Website:- www.ppcb.gov.in

Office Dispatch No :	Registered/Speed Post	Date:
Industry Registration ID: R13SAS185576		Application No : 10095026

To,
Jagdish Singh Saini
Scf 112, First Floor , Phase 3b2, Mohali
Mohali, Mohali-160059

Subject: Grant of "Consent to Establish"(NOC) for an industrial unit u/s 25 of Water (Prevention & Control of Pollution) Act, 1974 and u/s 21 of Air (Prevention & Control of Pollution) Act, 1981.

With reference to your application for obtaining fresh 'Consent to Establish'(NOC) an industrial plant u/s 25 of Water (Prevention & Control of Pollution) Act, 1974 and u/s 21 of Air (Prevention & Control of Pollution) Act, 1981, you are, hereby, permitted to establish the industrial unit to discharge the effluent(s) & emission(s) arising out of your premises subject to the Terms and Conditions as specified in this Certificate.

1. Particulars of Consent to Establish (NOC) granted to the Industry

Certificate No.	<i>CTE/Fresh/SAS/2019/10095026</i>
Date of issue :	<i>20/09/2019</i>
Date of expiry :	<i>19/09/2020</i>
Certificate Type :	<i>Fresh</i>

2. Particulars of the Industry

Name & Designation of the Applicant	<i>Jagdish Singh Saini, (Managing Partner)</i>
Address of Industrial premises	<i>Shivalik Heights, Sector 127, Landran Kharar Road, mohali, Mohali, Sas Nagar-140301</i>
Capital Investment of the Industry	<i>2192.0 lakhs</i>
Category of Industry	<i>Red</i>
Type of Industry	<i>Building, Const. projects, Township & Area development covered under EIA notification dated 14/9/06</i>
Scale of the Industry	<i>Large</i>
Office District	<i>Sas Nagar</i>
Consent Fee Details	<i>Rs. 209333.0 as NOC fee vide UTR no. 000066199199 dated 13.05.2019</i>
Raw Materials (Name with quantity per day)	<i>Residential project having 236 no of flats and total built-up area of 33915.47 sqm.</i>
Products (Name with quantity per day)	<i>Residential project having 236 no of flats and total built-up area of 33915.47 sqm.</i>
By-Products, if any,(Name with quantity per day)	<i>--</i>

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Shivalik Heights, Sector 127, Landran Kharar Road, mohali, Mohali, Sas Nagar, 140301

Page1

Details of the machinery and processes	<i>As mentioned in application no. 10095026</i>
Details of the Effluent Treatment Plant	<i>Domestic Effluent @ 126.0 KLD-- After STP irrigation of green area developed within the premises and excess treated wastewater into sewer</i>
Mode of Disposal of Effluent	<i>Disposal on 0.42 acre green area and excess to already laid MC sewer</i>
Standards to be achieved under Water (Prevention & Control of Pollution) Act, 1974	<i>As per effluent standards prescribed by the PPCB/ MoEF&CC from time to time.</i>
Sources of emissions and type of pollutants	<i>Four DG Sets of 250 KVA and 200 KVA-- HSD as fuel @ 41 Lit/ day-- Canopy and adequate stack of 4 mt above roof.</i>
Mode of disposal of emissions with stack height	<i>Four DG Sets of 250 KVA and 200 KVA-- HSD as fuel @ 41 Lit/ day-- Canopy and adequate stack of 4 mt above roof.</i>
Quantity of fuel required in TPD	<i>Four DG Sets of 250 KVA and 200 KVA-- HSD as fuel @ 41 Lit/ day-- Canopy and adequate stack of 4 mt above roof.</i>
Type of Air Pollution Control Devices to be installed	<i>Four DG Sets of 250 KVA and 200 KVA-- HSD as fuel @ 41 Lit/ day-- Canopy and adequate stack of 4 mt above roof.</i>
Standards to be achieved under Air (Prevention & Control of Pollution) Act, 1981	<i>As per emission standards prescribed by the PPCB/ MoEF&CC from time to time.</i>



20/09/2019

(Rakesh Kumar)
Environmental Engineer

*For & on behalf
of*

(Punjab Pollution Control Board)

Endst. No.:

Dated:

A copy of the above is forwarded to the following for information and necessary action please:
The Environmental Engineer, Punjab Pollution Control Board, Regional Office, SAS Nagar

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Shivalik Heights, Sector 127, Landran Kharar Road, Mohali, Mohali, Sas Nagar, 140301

Page2

20/09/2019

(Rakesh Kumar)
Environmental Engineer

For & on behalf

of

(Punjab Pollution Control Board)



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Shivalik Heights, Sector 127, Landran Kharar Road, Mohali, Mohali, Sas Nagar, 140301

Page 3

A. GENERAL CONDITIONS

1. The industry shall apply for consent of the Board as required under the provision of Water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981 & Authorization under Hazardous and other Wastes (Management and Transboundary Movement) Rules, 2016, two months before the commissioning of the industry.
2. The industry shall provide adequate arrangements for fighting the accidental leakages/ discharge of any air pollutant/gas/liquids from the vessels, mechanical equipments etc. which are likely to cause environmental pollution.
3. The Industry shall apply for further extension in the validity of the CTE atleast two months before the expiry of this CTE, if applicable.
4. The industry shall comply with any other conditions laid down or directions issued by the Board under the provisions of the Water (Prevention & Control of Pollution) Act, 1974 and the Air (Prevention & Control of Pollution) Act,1981 from time to time.
5. The project has been approved by the Board from pollution angle and the industry shall obtain the approval of site from other concerned departments, if need be.
6. The industry shall get its building plans approved under the provisions of section 3-A of Punjab Factory Rules, 1952.
7. The industry shall put up display board indicating the Environment data in the prescribed format at the main entrance gate.
8. The industry shall provide port-holes, platforms and/or other necessary facilities as may be required for collecting samples of emissions from any chimney, flue or duct or any other outlets.

Specifications of the port-holes shall be as under:-

- i) The sampling ports shall be provided atleast 8 times chimney diameter downstream and 2 times upstream from the flow disturbance. For a rectangular cross section the equivalent diameter (D_e) shall be calculated from the following equation to determine upstream, downstream distance:-
$$D_e = 2 LW / (L+W)$$

Where L= length in mts. W= Width in mts.
 - ii) The sampling port shall be 7 to 10 cm in diameter
9. The industry shall discharge all gases through a stack of minimum height as specified in the following standards laid down by the Board.

(i) Stack height for boiler plants

S.NO.	Boiler with Steam Generating Capacity	Stack heights
1.	Less than 2 ton/hr.	9 meters or 2.5 times the height of neighboring building whichever is more
2.	More than 2 ton/hr. to 5 ton/hr.	12 meters
3.	More than 5 ton/hr. to 10 ton/hr	15 meters
4.	More than 10 ton/hr. to 15 ton/hr	18 meters
5.	More than 15 ton/hr. to 20 ton/hr	21 meters
6.	More than 20 ton/hr. to 25 ton/hr.	24 meters
7.	More than 25 ton/hr. to 30 ton/hr.	27 meters
8.	More than 30 ton/hr.	30 meters or using the formula $H = 14 Q_g^{0.3}$ or $H = 74 (Q_p)^{0.24}$ Where Q_g = Quantity of SO ₂ in Kg/hr. Q_p = Quantity of particulate matter in Ton/day.

Note : Minimum Stack height in all cases shall be 9.0 mtr. or as calculated from relevant formula whichever is more.

(ii) For industrial furnaces and kilns, the criteria for selection of stack height would be based on fuel used for the corresponding steam generation.

(iii) Stack height for diesel generating sets:

Capacity of diesel generating set	Height of the Stack	
0-50 KVA	Height of the building	+ 1.5 mt
50-100 KVA	-do-	+ 2.0 mt.
100-150 KVA	-do-	+ 2.5 mt.
150-200 KVA	-do-	+ 3.0 mt.
200-250 KVA	-do-	+ 3.5 mt.
250-300 KVA	-do-	+ 3.5 mt.

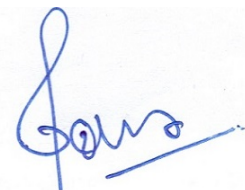
For higher KVA rating stack height H (in meter) shall be worked out according to the formula:

$$H = h + 0.2 (KVA)0.5$$

where h = height of the building in meters where the generator set is installed.

10. The industry shall put up canopy on its DG sets and also provide stack of adequate height as per norms prescribed by the Board and shall ensure the compliance of instructions issued by the Board vide office order no. Admin./SA-2/F.No.783/2011/448 dated 8/6/2010.
11. The industry shall put up canopy on its DG sets and also provide stack of adequate height as per norms prescribed by the Board and shall ensure the compliance of instructions issued by the Board vide office order no. Admin./SA-2/F.No.783/2011/448 dated 8/6/2010.
 - (i) Once in Year for Small Scale Industries.
 - (ii) Four in a Year for Large/Medium Scale Industries.
 - (iii) The industry will submit monthly reading/ data of the separate energy meter installed for running of effluent treatment plant/re-circulation system to the concerned Regional Office of the Board by the 5th of the following month.
12. The industry shall provide flow meters at the source of water supply, at the outlet of effluent treatment plant and shall maintain the record of the daily reading and submit the same to the concerned Regional Office by the 5th day of the following month.
13. The industry shall make necessary arrangements for the monitoring of stack emissions and shall get its emissions analyzed from lab approved / authorized by the Board:-
 - (i) Once in Year for Small Scale Industries.
 - (ii) Twice/thrice/four time in a Year for Large/Medium Scale Industries.
14. The pollution control devices shall be interlocked with the manufacturing process of the industry.
15. The Board reserves the right to revoke this "consent to establish" (NOC) at any time, in case the industry is found violating any of the conditions of this "consent to establish" and/or the provisions of Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981 as amended from time to time.
16. The industry shall plant minimum of three suitable varieties of trees at the density of not less than 1000 trees per acre along the boundary of the industrial premises.
17. The issuance of this consent does not convey any property right in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Central, State or Local Laws or Regulations.
18. The consent does not authorize or approve the construction of any physical structures or facilities for undertaking of any work in any natural watercourse.
19. Nothing in this NOC shall be deemed to neither preclude the institution of any legal action nor relieve the applicant from any responsibilities, liabilities or penalties to which the applicant is or may be subjected under this or any other Act.
20. The diversion or bye pass of any discharge from facilities utilized by the applicant to maintain compliance with the terms and conditions of this consent is prohibited except.
 - (i) Where unavoidable to prevent loss of life or some property damage or
 - (ii) Where excessive storm drainage or run off would damage facilities necessary for compliance with terms and conditions of this consent. The applicant shall immediately notify the consent issuing authority in writing of each such diversion or bye-pass.
21. The industry shall ensure that no water pollution problem is created in the area due to discharge of effluents from its industrial premises.

22. The industry shall comply with the conditions imposed if any by the SEIAA/MOEF in the Environmental Clearance granted to it as required under EIA notification dated 14/9/06, if applicable.
23. The industry shall earmark a land within their premises for disposal of boiler ash in an environmentally sound manner, and / or the industry shall make necessary arrangements for proper disposal of fuel ash in a scientific manner and shall maintain proper record for the same, if applicable.
24. The industry shall obtain and submit Insurance cover as required under the Public Liability Insurance Act, 1991.
25. The industry shall submit a site emergency plan approved by the Chief Inspector of Factories, Punjab as applicable.
26. The industry shall provide proper and adequate air pollution control arrangements for control emission from its coal/fuel handling area, if applicable.
27. The Industry shall comply with the code of practice as notified by the Government / Board for the type of Industries where the siting guidelines / code of practice have been notified
28. Solids, sludge, filter backwash or other pollutant removed from or resulting from treatment or control of waste waters shall be disposed off in such a manner so as to prevent any pollutants from such materials from entering into natural water.
29. The industry shall submit a detailed plan showing therein, the distribution system for conveying waste-waters for application on land for irrigation along with the crop pattern to be adopted throughout the year.
30. The industry shall not irrigate the vegetable crops with the treated effluents which are used/ consumed as raw.
31. The industry shall ensure that its production capacity & quantity of trade effluent do not exceed the quantity mentioned in the NOC and shall not carry out any expansion without the prior permission/NOC of the Board.
32. All amendments/revisions made by the Board in the emission/stack height standards shall be applicable to the industry from the date of such amendments/revisions.
33. The industry shall not cause any nuisance/traffic hazard in vicinity of the area.
34. The industry shall maintain the following record to the satisfaction of the Board :-
 - (i) Log books for running of air pollution control devices or pumps/motors used for it.
 - (ii) Register showing the result of various tests conducted by the industry for monitoring of stack emissions and ambient air.
 - (iii) Register showing the stock of absorbents and other chemicals to be used for scrubbers.
35. The industry shall ensure that there will not be significant visible dust emissions beyond the property line.
36. The industry shall establish sufficient number of piezometer wells in consultation with the concerned Regional Office, of the Board to monitor the impact on the Ground Water Quantity due to the industrial operations, if applicable.
37. The industry shall provide adequate and appropriate air pollution control devices to contain emissions from handling, transportation and processing of raw material & product of the industry



20/09/2019

(Rakesh Kumar)
Environmental Engineer

For & on behalf

of

(Punjab Pollution Control Board)



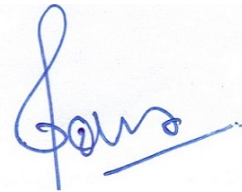
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Shivalik Heights, Sector 127, Landran Kharar Road, Mohali, Mohali, Sas Nagar, 140301

Page 7

B. SPECIAL CONDITIONS

1. The project proponent shall comply with the conditions of EC obtained from SEIAA vide no. SEIAA/2014/ 6105 dated 24.01.2014 .
2. This NOC be granted only for the plot area of 4.218 acres for which the building plans has been approved and the promoter company shall not claim for plot area mentioned in the EC.
3. The promoter company shall also comply with the conditions granted to it vide NOC no. ZP-I/SAS/Nagar/ NOC/2013/F-343 dated 17/5/2013 by the Board and its subsequent extensions. 4. The promoter company shall comply with the conditions as mentioned in the consent to operate under Water Act, 1974 and Air Act, 1981 granted and further extended from time to time by the Board.
4. The promoter company shall obtain the amendment in its EC from SEIAA, Punjab regarding the exemption for providing dual plumbing in already constructed 72 no. flats.



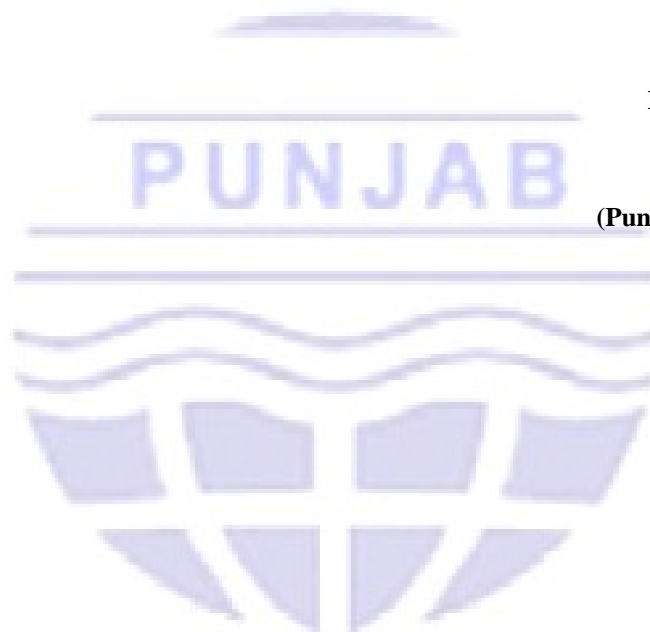
20/09/2019

(Rakesh Kumar)
Environmental Engineer

For & on behalf

of

(Punjab Pollution Control Board)





PUNJAB POLLUTION CONTROL BOARD

Zonal Office-I, Vatavarn Bhawan, Nabha Road, Patiala

Website:- www.ppcb.gov.in

Office Dispatch No :	Registered/Speed Post	Date:
Industry Registration ID: R13SAS185576		Application No : 10097951

To,
Jagdish Singh Saini
Scf 112, First Floor , Phase 3b2, Mohali
Mohali, Mohali-160059

Subject: Renewal of Consent to Operate under Air (Prevention & Control of Pollution) Act, 1981- Project namely Shivalik Heights M/s Shivalik Properties & Developers, Sector 127, Landran Kharar Road, SAS Nagar.

1. Particulars of Consent to Operate under Air Act, 1981 granted to the industry

Consent to Operate Certificate No.	CTOA/Renewal/SAS/2019/10097951
Date of issue :	03/08/2019
Date of expiry :	31/03/2021
Certificate Type :	Renewal
Previous CTO No. & Validity :	CTOA/Fresh/SAS/2017/5462486 From:23/08/2017 To:31/03/2019

2. Particulars of the Industry

Name & Designation of the Applicant	Jagdish Singh Saini, (Managing Partner)
Address of Industrial premises	Shivalik Heights, Sector 127, Landran Kharar Road, mohali, Mohali, Sas Nagar-140301
Capital Investment of the Industry	2192.0 lakhs
Category of Industry	Red
Type of Industry	Building, Const. projects, Township & Area development covered under EIA notification dated 14/9/06
Scale of the Industry	Large
Office District	Sas Nagar

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Shivalik Heights, Sector 127, Landran Kharar Road, mohali, Mohali, Sas Nagar, 140301

Page 1

All the term and conditions same as mentioned in the original consent no. CTOA/Fresh/SAS/2017/5462486 dated 23.08.2017 having validity upto 31.03.2019 issued to the industry vide Board's letter no. 5118 dated 23.08.2017 . This extension letter may be appended with the original consent letter and subsequent extension letters issued to the industry



03/08/2019

(Rakesh Kumar)
Environmental Engineer

For & on behalf

of

(Punjab Pollution Control Board)

Endst. No.:

Dated:

A copy of the above is forwarded to the following for information and necessary action please:
The Environmental Engineer, Punjab Pollution Control Board, Regional office , SAS Nagar.



03/08/2019

(Rakesh Kumar)
Environmental Engineer

For & on behalf

of

(Punjab Pollution Control Board)



PUNJAB POLLUTION CONTROL BOARD
Zonal Office-I, Vatavaran Bhawan, Nabha Road, Patiala
Website:- www.ppcb.gov.in

Office Dispatch No : _____ **Registered/Speed Post** _____ **Date:** _____
Industry Registration ID: *R13SAS185576* **Application No :** *10098204*

To,
Jagdish Singh Saini
Scf 112, First Floor , Phase 3b2, Mohali
Mohali,Mohali-160059

Subject: Renewal of Consent to Operate under Water (Prevention & Control of Pollution) Act, 1974

1. Particulars of Consent to Operate under Water Act, 1974 granted to the industry

Consent to Operate Certificate No.	<i>CTOW/Renewal/SAS/2019/10098204</i>
Date of issue :	<i>20/09/2019</i>
Date of expiry :	<i>31/12/2019</i>
Certificate Type :	<i>Renewal</i>
Previous CTO No. & Validity :	<i>CTOW/Fresh/SAS/2017/5462520</i> <i>From:23/08/2017 To:31/03/2019</i>

2. Particulars of the Industry

Name & Designation of the Applicant	<i>Jagdish Singh Saini, (Managing Partner)</i>
Address of Industrial premises	<i>Shivalik Heights, Sector 127, Landran Kharar Road,mohali, Mohali,Sas Nagar-140301</i>
Capital Investment of the Industry	<i>2192.0 lakhs</i>
Category of Industry	<i>Red</i>
Type of Industry	<i>Building, Const. projects, Township & Area development covered under EIA notification dated 14/9/06</i>
Scale of the Industry	<i>Large</i>
Office District	<i>Sas Nagar</i>


"This is computer generated document from OCMMS by PPCB"

Shivalik Heights, Sector 127, Landran Kharar Road, mohali, Mohali, Sas Nagar, 140301

Page1

All the term and conditions same as mentioned in the original consent no. CTOW/Fresh/SAS/2017/5462520 dated 23.08.2017 having validity upto 31.03.2019 for Residential group housing project for 72 flats and in an area of 8.4 acres (built up area 33,915.47 sqm) at Sector-127, Landran-Kharar Road, SAS Nagar. issued to the Promoter Company vide Board's letter no. 5120 dated 23.08.2017. This extension letter may be appended with the original consent letter issued to the industry with an additional condition as under:

1. The promoter company shall obtain the amendment in its EC from SEIAA, Punjab regarding the exemption for providing dual plumbing in already constructed 72 no. flats.



20/09/2019

(Rakesh Kumar)
Environmental Engineer

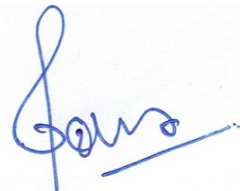
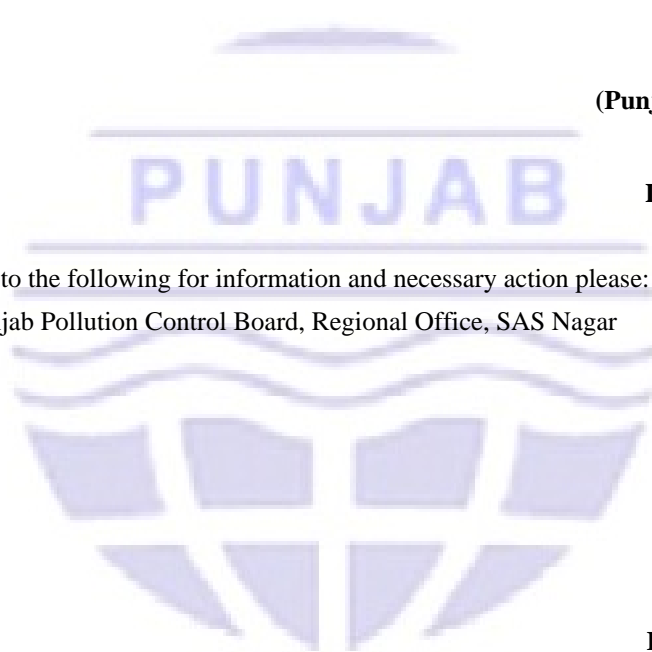
For & on behalf
of

(Punjab Pollution Control Board)

Endst. No.:

Dated:

A copy of the above is forwarded to the following for information and necessary action please:
The Environmental Engineer, Punjab Pollution Control Board, Regional Office, SAS Nagar



20/09/2019

(Rakesh Kumar)
Environmental Engineer

For & on behalf
of

(Punjab Pollution Control Board)



Eco Laboratories & Consultants Pvt. Ltd.

CIN : U74140PB2011PTC034739



[A Govt. Approved, ISO 9001:2015, 14001 & 45001: 2018 certified & Approved by MOEF, PPCB]

TEST REPORT



Not Valid for Consent Purpose

ULR No.	TC747719000001241F	Test Report No.	EL121119NA001
Type of Sample	Ambient Air	Date of Reporting	18/11/2019

Customer	Shivalik Heights (Residential Project) Sec-127, Landran Kharar Road, Mohali By M/s Shivalik Properties & Developers	Work Order No. & Date	NA
		Customer reference No. (If any)	Telephonic Order
Sampling Protocol	IS: 5182 (P-14) 2000, CPCB Guidelines (NAAQMS/36/2012-13)	Mode of Collection of Sample	Sampling by laboratory
Date of Sampling	11/11/2019	Date of Receipt of Sample	12/11/2019
Sampling Location	Near Main Gate	Period of Analysis	12/11/2019 to 18/11/2019
Testing Protocol	IS:5182 and CPCB Air Manual Volume-I (NAAQMS/36/2012-13) & NAAQS 2009	Environmental Conditions	Clear Sky

TEST RESULTS

I -Chemical Testing

1. Atmospheric Pollution (Ambient Air Quality)

S. No.	Test Parameter	Units	Results	Standard (NAAQS 2009)	Test Method
1	Particulate Matter (PM ₁₀)	µg/m ³	130	100	IS:5182 (P-23) 2006 RA 2017
2	Particulate Matter (PM _{2.5})	µg/m ³	73	60	Lab SOP EL/SOP/AAQ/01
3	Sulphur Dioxide (SO ₂)	µg/m ³	14	80	IS:5182 (P-2) 2001 RA 2017
4	Oxides of Nitrogen (NO ₂)	µg/m ³	31	80	IS:5182 (P-6) 2006 RA 2017
5	Ammonia (NH ₃)	µg/m ³	18	400	Lab SOP EL/SOP/AAQ/02
6	Ozone (O ₃)	µg/m ³	24	180	IS:5182 (P-9):2006 RA 2014
7	Carbon Monoxide (CO)	mg/m ³	0.81	04	IS 5182 Part-10:1999, RA 2014

Remarks : Sample does not comply for parameter at Sr. No. 1 & 2

OTHER INFORMATION

Abbreviation : ULR: Unique Lab Report; NA: Not Available

Symbols : NA

Terms & Conditions : Please refer terms and conditions on backside of Test Report (Page-1)

****End of Report****

Checked by QA

Format No.: F/7.8.2-AA-02.09.19 Rev03

Dr. Rai Singh
Authorized Signatory-Chemical

Page 1 of 1

[A Govt. Approved, ISO 9001:2015, 14001 & 45001: 2018 certified & Approved by MOEF, PPCB]

TEST REPORT



Not Valid for Consent Purpose

ULR No.	TC747719000001242F	Test Report No	EL121119NN002
Type of Sample	Ambient Noise	Date of Reporting	18/11/2019

Customer	Shivalik Heights (Residential Project) Sec-127, Landran Kharar Road, Mohali By M/s Shivalik Properties & Developers	Work Order No. & Date	NA
		Customer reference No. (If any)	Telephonic Order
Sampling Protocol	IS: 9989:1981	Mode of Collection of Sample	Sampling by laboratory
Date of Sampling	11/11/2019	Date of Receipt of Sample	12/11/2019
Sampling Location	Near Block No. B	Period of Analysis	12/11/2019 to 18/11/2019
Testing Protocol	IS :9989: 1981		

TEST RESULTS

I -Chemical Testing

1. Atmospheric Pollution (Ambient Noise Levels)

S. No.	Test Parameter	Units	Results	Test Method
1.	Ambient Day Time Noise Levels	dB(A)	52.9	IS: 9989:1981 and manufacture's manual

Ambient Noise Quality Standards as per Noise Pollution (Regulation and Control) Rules, 2000

Area Code	Category of Area/Zone	Limits in dB(A) Leq*	
		Day Time	Night Time
A	Industrial area	75	70
B	Commercial area	65	55
C	Residential area	55	45
D	Silence Zone	50	40

Day time shall mean from 6.00 a.m. to 10.00 p.m., Night time shall mean from 10.00 p.m. to 6.00 a.m., Silence zone is an area comprising not less than 100 meters around hospitals, educational institutions, courts, religious places or any other area which is declared as such by the competent authority, Mixed categories of areas may be declared as one of the four above mentioned categories by the competent authority.

*dB(A) Leq denotes the time weighted average of the level of sound in decibels on scale 'A' which is relatable to human hearing

Remarks : Sample complies with prescribed standards
 Other Information :
 Abbreviations : ULR-Unique Lab Report; NA: Not Applicable
 Note : --
 Terms & Conditions : Please refer terms and conditions on backside of Test Report (Page-1)

End of Report

Checked By QA

Format No.: F/7.8.2-AN-01-02.09.19 Rev 03

Dr. Rai Singh
Authorized Signatory-Chemical

Page 1 of 1

[A Govt. Approved, ISO 9001:2015, 14001 & 45001: 2018 certified & Approved by MOEF, PPCB]



TEST REPORT

Not Valid for Consent Purpose TC 7477

ULR No.	TC747719000001237F	Test Report No.	EL111119NW002
Type of Sample	Ground Water	Date of Reporting	18/11/2019

Customer	Shivalik Heights (Residential Project) Sec-127, Landran Kharar Road, Mohali By M/s Shivalik Properties & Developers	Work Order No. & Date	NA
		Customer reference No. (if any)	Telephonic Order
Sampling Protocol	IS: 3025 (P-1) 1987 R1998 Amdt-1	Mode of Collection of Sample	Sampling by laboratory
Date of Sampling	11/11/2019	Date of Receipt of Sample	11/11/2019
Sampling Location	From Tap (Borewell)	Packing, Markings, Seal & Quantity	Plastic & Glass Bottle Marked 'B/11/02' 2litre + 250ml
Testing Protocol	IS 10500 : 2012	Period of Analysis	11/11/2019 to 18/11/2019
Sample Description	Clear, Colorless liquid		

TEST RESULTS

I - Chemical Testing

1. Water (Ground Water)

S. No.	Test Parameter	Units	Results	Acceptable limit	Permissible limit ¹	Test Method
1.	Colour	Colour Unit	BDL(DL 5)	5	15	APHA-23 rd Ed 2017-2120B
2.	Total Hardness as CaCO ₃	mg/l	186	200	600	APHA-23 rd Ed 2017-2340C
3.	Odour	mg/l	Agreeable	Agreeable	Agreeable	IS 3025 (Part-5): 1983 RA 2017
4.	Taste	-	Agreeable	Agreeable	Agreeable	IS 3025 (Part-8):1984 RA 2017
5.	Turbidity	NTU	BDL(DL 0.1)	1	5	APHA-23 rd Ed 2017- 2130B
6.	Chloride as Cl	mg/l	10	250	1000	APHA-23 rd Ed 2017- 4500B
7.	pH	-	7.28	6.5 - 8.5	No Relaxation	APHA-23 rd Ed 2017-4500B
8.	Iron as Fe	mg/l	BDL(DL 0.05)	0.3	No relaxation	APHA-23 rd Ed 2017-3111B

II - Biological Testing

1. Water (Ground Water)

S. No.	Test Parameter	Units	Results	Acceptable limit	Permissible limit ¹	Test Method
1.	Total coliforms	MPN/100ml	<2*	Absent	--	IS: 1622:1981 RA-2009
2.	E. coli	MPN/100ml	<2*	Absent	--	IS: 1622:1981 RA-2009

Remarks : Sample complies with respect to above test parameters only in accordance of IS 10500:2012(Permissible Limit)

OTHER INFORMATION

Abbreviation

: ULR: Unique Lab Report, BDL: Below Detection Level

Symbols

: * < 2 is minimum detection limit as per IS 1622 method which is equal to absent

¹ Permissible limit in absence of alternate source

Terms & Conditions

Please refer terms and conditions overleaf.

****End of Report****

Checked by QA

Simranjit Kaur
Authorized Signatory-Biological

Dr. Sandeep Garg
Authorized Signatory-Chemical

[A Govt. Approved, ISO 9001:2015, 14001 & 45001: 2018 certified & Approved by MOEF, PPCB]

PPCD-Ref. No. Lab/3238892
Dated-30.09.2011

TEST REPORT

Not Valid for Consent Purpose TC 7477



ULR No.	TC747719000001238F	Test Report No.	EL111119NS001
Type of Sample	Soil	Date of Reporting	18/11/2019

Customer	Shivalik Heights (Residential Project) Sec-127, Landran Kharar Road, Mohali By M/s Shivalik Properties & Developers	Work Order No. & Date	NA
		Customer reference No. (If any)	Telephonic Order
Sampling Protocol	USEPA/600/R-92/128	Mode of Collection of Sample	Sampling by laboratory
Date of Sampling	11/11/2019	Date of Receipt of Sample	11/11/2019
Sampling Location	Project Site (Near Park - Block No. B)	Packing, Markings, Seal & Quantity	Poly bag Marked 'B/11/02' 1kg
Testing Protocol	IS:2720 & IS:14767	Period of Analysis	11/11/2019 to 16/11/2019
Sample Description	Brown colored soil		

TEST RESULTS

I-Chemical Testing

1. Pollution & Environment (Soil)

S. No.	Test Parameter	Units	Results	Test Method
1.	pH	--	7.71	IS:2720 (P-26) 1987
2.	Conductivity	mmhos/cm	0.352	IS:14767: 2000
3.	Moisture Content	%	6.5	IS:2720 (P-2) 1973 R 2002
4.	Organic Matter	%	1.21	IS:2720 (P-22) 1972 R2010
5.	Texture	--	Sandy clay loam	IS:2720 (P-4) 1985
6.	Bulk Density	gm/cc	1.565	IS: 2720 (P- 3) 1980

Remarks : Party asked for above tests only

OTHER INFORMATION

Abbreviation : ULR: Unique Lab Report; NA: Not Applicable

Symbols : -

Terms & Conditions : Please refer terms and conditions on backside of Test Report (Page-1)

****End of Report****

Checked by QA

Format No. F/7.8.2-S-01 02.09.19 Rev 03

Dr. Sandeep Garg
Authorized Signatory-Chemical

Page 1 of 1

ਸਹਾਇਕ ਮੰਡਲ ਫਾਇਰ ਅਫਸਰ ਐਸ.ਏ.ਐਸ. ਨਗਰ ਮੋਹਾਲੀ

ਨੰਬਰ: 215

ਮਿਤੀ: 6-6-20


ਸੇਵਾ ਵਿਖੇ,

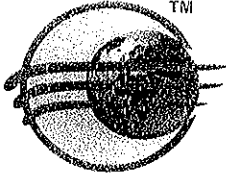
M/s Shivalik Properties & Developers,
SCF-112, First Floor, Phase-3B2,
S.A.S. Nagar (Mohali).

ਵਿਸ਼ਾ:- ਪ੍ਰੋਵੀਜ਼ਨਲ ਇਤਰਾਜ਼ਗੀਣਤਾ (ਐਨ.ਓ.ਸੀ.) ਸਰਟੀਫਿਕੇਟ ਦੇਣ ਸਬੰਧੀ।

ਹਵਾਲਾ:- ਆਪ ਦਾ ਪੱਤਰ ਨੰ: ਨਿੱਲ ਮਿਤੀ 05.06.2013 ਦੇ ਸਬੰਧ ਵਿੱਚ।

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿੱਚ ਆਪ ਵੱਲੋਂ Shivalik Heights in Shivalik City at Landran - Kharar Road Kharar, District S.A.S. Nagar (Mohali) ਵਿਖੇ ਆਪ ਵੱਲੋਂ 10 ਟਾਵਰ ਗਰਾਉਂਡ + 6 ਮੰਜ਼ਿਲਾਂ ਤੱਕ ਕੁੱਲ 236 ਫਲੈਟ ਬਣਾਉਣ ਦੀ ਤਜਵੀਜ਼ ਹੈ। ਆਪ ਵੱਲੋਂ ਦਿੱਤੇ ਗਏ ਸਾਈਟ ਪਲਾਨ ਵਿੱਚ ਫਾਇਰ ਪ੍ਰੋਵੀਜ਼ਨ ਸਬੰਧੀ ਨਕਸ਼ੇ ਠੀਕ ਪਾਏ ਗਏ। ਇਸ ਜਗ੍ਹਾਂ ਦਾ ਇਸ ਵਿਭਾਗ ਵੱਲੋਂ ਮੌਕਾ ਦੇਖਿਆ ਗਿਆ। ਇਸ ਜਗ੍ਹਾਂ ਉਪਰ ਕੁਝ ਉਸਾਰੀ ਹੋ ਰਹੀ ਹੈ ਅਤੇ ਬਾਕੀ ਜਗ੍ਹਾਂ ਖਾਲੀ ਪਈ ਹੈ। ਇਹ ਜਗ੍ਹਾਂ ਫਾਇਰ ਬ੍ਰਿਗੇਡ ਦੀ ਪਹੁੰਚ ਦੇ ਅੰਦਰ ਹੈ। ਜੇਕਰ ਪ੍ਰਬੰਧਕਾਂ ਵੱਲੋਂ ਨੈਸ਼ਨਲ ਬਿਲਡਿੰਗ ਕੋਡ ਪਾਰਟ-4 ਆਫ ਇੰਡੀਆ 2005 ਅਤੇ ਸਰਕਾਰ ਵੱਲੋਂ ਸਮੇਂ-ਸਮੇਂ ਸਿਰ ਜਾਰੀ ਕੀਤੀਆਂ ਗਈਆਂ ਹਦਾਇਤਾਂ ਦੀ ਪਾਲਣਾ ਕਰਦੇ ਹੋਏ ਅੱਗ ਬੁਝਾਊ ਅਤੇ ਅੱਗ ਤੋਂ ਬਚਾਓ ਪ੍ਰਬੰਧ ਕਰਦੇ ਹਨ ਤਾਂ ਇਸ ਵਿਭਾਗ ਨੂੰ ਉਕਤ ਥਾਂ ਤੇ ਇਮਾਰਤ/ਫਲੈਟ ਬਣਾਉਣ ਵਿੱਚ ਕੋਈ ਇਤਰਾਜ਼ ਨਹੀਂ ਪਰੰਤੂ ਇਸ ਇਮਾਰਤ ਨੂੰ ਵਰਤੋਂ ਵਿੱਚ ਲਿਆਉਣ ਤੋਂ ਪਹਿਲਾਂ ਇਸ ਵਿਭਾਗ ਪਾਸੋਂ ਫਾਇਰ ਸੈਫਟੀ ਪ੍ਰਬੰਧ/ਸਿਸਟਮ ਚੈਕ ਕਰਵਾ ਕੇ ਫਾਈਨਲ ਐਨ.ਓ.ਸੀ. ਲੈਣਾ ਜ਼ਰੂਰੀ ਹੋਵੇਗਾ। ਜੇਕਰ ਇਹ ਵਿਭਾਗ ਜਨ ਸੁਰੱਖਿਆ ਵਿੱਚ ਹੋਰ ਇਕੂਊਪਮੈਂਟ/ਮਸ਼ੀਨਰੀ ਲਗਵਾਉਣਾ/ਮੁਹੱਈਆ ਕਰਵਾਉਣਾ ਜ਼ਰੂਰੀ ਸਮਝੇਗਾ ਤਾਂ ਸਬੰਧਤ ਪਾਰਟੀ/ਫਰਮ ਇਸ ਨੂੰ ਲਗਵਾਉਣਾ/ਮੁਹੱਈਆ ਕਰਵਾਉਣ ਦੀ ਪਾਬੰਦ ਹੋਵੇਗੀ। ਇਸ ਸਰਟੀਫਿਕੇਟ ਦੀ ਮਿਆਦ ਜਾਰੀ ਕਰਨ ਤੋਂ ਬਾਅਦ ਇੱਕ ਸਾਲ ਦੀ ਹੋਵੇਗੀ ਅਤੇ ਮਿਆਦ ਖਤਮ ਹੋਣ ਤੇ ਪ੍ਰਬੰਧਕਾਂ ਦੀ ਇਹ ਜ਼ਿੰਮੇਵਾਰੀ ਹੋਵੇਗੀ ਕਿ ਇਸ ਸਰਟੀਫਿਕੇਟ ਨੂੰ ਰੀਨਿਊ ਕਰਵਾਇਆ ਜਾਵੇ।


ਸਹਾਇਕ ਡਿਵੀਜ਼ਨਲ ਫਾਇਰ ਅਫਸਰ,
ਫਾਇਰ ਸਟੇਸ਼ਨ,
ਐਸ.ਏ.ਐਸ. ਨਗਰ।



Eco Paryavaran Engineers & Consultants Pvt. Ltd.

Pollution Control Equipments and Recycling Systems

CIN : U99999PB2006PTC038200



Ref No- ECO/SVK. H./326

Dated 10.09.2015

TO WHOM IT MAY CONCERN

This is to certify that we have successfully completed the work of Supply, Installation, Testing and commissioning of STP Capacity 150 KLD for M/s. Shivalik Properties and Developers, Shivalik Height, Shivalik city, Landran Road, Kharar, Mohali, Punjab. The plant has been successfully completed on 01.09.2015

Eco Paryavaran Engineers
& Consultant Pvt. Ltd.

(Authorized Signatory)

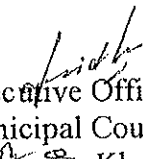
Municipal Council Kharar

No.....1649

Date...25.1.13

CERTIFICATE

It is certified that Group Housing project of M/S Shivalik Infrastructure & Developers Pvt. Ltd. Housing Project, namely Shivalik Heights has been Technical approval by the Govt. vide letter no. Memo No. CTP(LG)-ATP(S)-2006/ 1344 dated Chandigarh the 29th August 2006. Solid Waste (Garbage) generated from this Housing Group will be disposed off by the firm at the dumping site or will be collected by the Municipal Council Kharar on payment. This area falls in residential zone as per master plan of S.A.S. Nagar. This will be done as per Solid waste management and handling rules 2000 as per Govt. instructions and rules of Punjab Pollution Control Board.


Executive Officer,
Municipal Council
Kharar.

M/s Shivalik Infrastructure & Developers Pvt. Ltd.
Shivalik Heights, Shivalik City,
Landran Road Kharar.

Ref. No.....

Dated. 28.05.2019

To
The Joint Director,
Ministry of Environment, Forest & Climate Change,
Regional Office (North),
Government of India,
Bay No. 24-25, Sector-31A,
Chandigarh 160030.

Subject: Submission of Six monthly report for period ending 31.03.2019 for the project namely "Shivalik Heights" located at Sector-127, Landran-Kharar Road, Distt. SAS Nagar (Mohali), Punjab by M/s. Shivalik Properties & Developers

Sir,

With reference to the EIA Notification & its amendments regarding submission of six monthly compliance report. We are hereby submitting the six monthly compliance report for period ending 31.03.2019 for the above said project in soft copy in compact disk (CD) of the compliance report for your perusal.

Kindly acknowledge the receipt of the same.

Thanking you.

Sincerely,

For M/s. Shivalik Properties & Developers

For Shivalik Properties & Developers

(Authorized Signatory)

Name Ganvay Sen Authorized Signatory

Contact No.-9501548877

Designation- Project Head.

Email-CC: **Member Secretary, SEIAA Punjab, Directorate of Environment and Climate Change, C/o Punjab State Council for Science & Technology, MGSIPA Complex, Sector 26- Chandigarh-160019.**

Received

31/05/19
भारत सरकार /Govt. of India
पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय
Min. of Environment Forests & Climate Change
बंग नं. 24-25, सेक्टर 31-ए
Bays No.24-25, Sec-31A
चण्डीगढ़/Chandigarh

Site Office : Shivalik Height, Shivalik City, Kharar Landran Road, Sector 127
S.A.S. Nagar, (Ajitgarh) Mohali (Punjab)

Regd Post

Wg Cdr

Tele: 011-23060231/5216

Air Headquarters
Vayu Bhavan
Rafi Marg
New Delhi -110 106

Air HQ/S 17726/4/ATS (Ty BM – MDCXXVI)

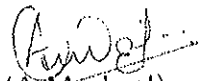
19 Sep 13

M/s Shivalik Properties and Developers
SCF 112 FF, Phase-3B2,
Mohali, Punjab-160055.

**ISSUE OF NOC FOR CONSTRUCTION OF GROUP HOUSING PROJECT
NAMED "SHIVALIK HEIGHTS" AT SEC-127, VILLAGE CHHAJU MAJRA,
TEHSIL KHARAR, MOHALI, PUNJAB
BY M/S SHIVALIK PROPERTIES AND DEVELOPERS.**

1. Reference is made to your application dated 01 Jul 13.
2. Annexed please find an ink signed copy of 'No Objection Certificate' on the subject issued vide Gol letter MoD No. Air HQ/S 17726/4/ATS (PC-MCCCV)/ Dy No.576/F/D (Air-II) dated 17 Sep 13. You may please acknowledge the receipt of this letter.

Yours faithfully,


(A Mudgal)
Wg Cdr
JD Ops (ATS)

Annexure: As stated (ink signed copy)

No. Air HQ/S 17726/4/ATS(PC-MCCCV)
Dy. No. 576/F/D(Air-II)
Government of India
Ministry of Defence

New Delhi, the 17th Sep, 2013.

To

M/s Shivalik Properties and Developers
SCF 112 FF, Phase – 3B2,
Mohali, Punjab – 160055.

Subject : Issue of 'NOC' for construction of group housing project named "Shivalik Heights" at Shivalik City, Sector – 127, Village Chhaju Majra, Tehsil Kharar, Mohali, Punjab by M/s Shivalik Properties and Developers.

Sir,

I am directed to refer to your application dated 01.07.2013 on the above subject and to say that Air HQ has no objection for construction of 30.49 meters high group housing project named "Shivalik Heights" at Khasra Nos. 19/16(8-0), 17(8-0), 24(8-0), 25(8-0), 20/20/2(1-0), 21/1(0-15) at Village Chhaju Majra, Sector-127, Shivalik City, Tehsil Kharar, Dist. Mohali, Punjab by M/s Shivalik Properties and Developers, subject to the following conditions:-

- a) The vertical extent (highest point) of the buildings proposed at the below mentioned coordinates shall not exceed 30.49 meters above ground level/340.49 meters above mean sea level. No extension or structure permanent or temporary (eg. Antennas, munties, lift machine room, overhead water tank, cooling towers, sign boards etc) shall be permitted above the cleared height.

Corners	Latitude	Longitude	Corners	Latitude	Longitude
A	30° 43' 43" N	76° 39' 50" E	C	30° 43' 41" N	76° 40' 03" E
B	30° 43' 47" N	76° 40' 01" E	D	30° 43' 38" N	76° 39' 52" E

- b) Standard obstruction lightings as per IS 5613 notification and International Civil Aviation Organization (ICAO) standards as stipulated in ICAO-Annex-14 is to be provided by the company. The lights shall be switched 'ON' during night and poor visibility. Provision shall be made for standby power supply to the light to keep them 'ON' during power failure.
- c) Periodic maintenance of obstruction lightings to be carried out by the company at regular intervals to keep them in visible/serviceable condition.
- d) No light or combination of lights which by reason of its intensity, configuration or colour may cause confusion with aeronautical ground lights of an airport shall be installed at the site at any time during or after the construction of the building.
- e) Closed garbage containers shall be used in the building complex in order to avoid bird activity.
- f) The commencement, completion of works inclusive installation of obstruction lights are to be intimated to AOC, AF Stn Chandigarh and HQ WAC AF, CATCO, Subroto Park, New Delhi. Failure to render these certificates within the stipulated time may lead to cancellation of NOC.

g) The validity of this NOC is five years from the date of issue. If the construction for which NOC has been issued, does not complete within five years of issue or found to be in deviation from original proposal the NOC shall be deemed null and void. It will be the responsibility of the applicant to obtain fresh NOC for the proposal.

h) Required security clearance should be obtained through MHA/IB of the foreign Nationals/Indian representative employed/to be employed by the company in India.

2. You are also requested to obtain No Objection from other concerned Government Organization/Agencies as required.

Yours faithfully,



(A.S. Chowdhury)

Under Secretary to the Government of India

Copy to:

ACAS Ops (Space) : may please direct the concerned officers of the IAF to monitor the conditions strictly.

Concerned NOC File.

o/c

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