



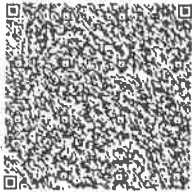
सत्यमेव जयते

# INDIA NON JUDICIAL Chandigarh Administration

## e-Stamp

Certificate No.	: IN-CH35774479959490U
Certificate Issued Date	: 27-Jun-2022 03:47 PM
Certificate Issued By	: chnitkapi
Account Reference	: IMPACC (GV)/ chimpasp07/ E-SAMPARK SEC-07/ CH-CH
Unique Doc. Reference	: SUBIN-CHCHIMPSP0770948361272243U
Purchased by	: PARVEEN
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NOURISH BUILDERS PVT LTD <i>DEVELOPERS</i>
Second Party	: Not Applicable <i>DEVELOPERS</i>
Stamp Duty Paid By	: NOURISH BUILDERS PVT LTD
Stamp Duty Amount(Rs.)	: 10 (Ten only)

*e-Sampark Centre*  
Sec. 07 Chd



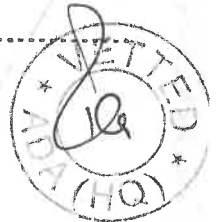
*e-Sampark Centre*  
Sec. 07 Chd

.....Please write or type below this line.....

### FORM LC-IV

(See rule 11)

**Agreement by owner of land intending to set up a Residential Colony under New Integrated Licenceing Policy dated 11.05.2022.**



Director

Town & Country Planning  
Chandigarh

Nourish Developers Private Limited

*Authorized Signatory*

KC 0013004768

#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at [www.shilestamp.com](http://www.shilestamp.com) or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Chandigarh Administration.


This agreement made on the 5<sup>th</sup> day of August, 2022 by Aspis Buildcon Private Limited, Starcity Raltech Private Limited in Collaboration with Nourish Developers Pvt. Ltd., a company registered under the Companies Act having its registered office- Unit No. 12A Floor, Tower 2 M3M International Financial Center, Sector-66 Gurugram, Haryana -122102 (hereinafter called the "owner") of the one part and the Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.

Whereas the owner is in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of converting into residential/commercial/industrial colony;

And whereas under rule 11, one of the conditions for the grant of license is that the owner shall enter into an agreement for carrying out and completion of development works in accordance with the licence finally granted for setting up a residential colony under NILP policy dated 11.05.2022 over area measuring 16.1125 acres in the revenue estate of village Chauma, Sector -113, Gurugram, Haryana.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. In consideration of the Director agreeing to grant license to the owner to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all the conditions laid down in rule 11 by the owner, the owner hereby consents as follows:
  - a. That the owner shall integrate the bank account in which 70% allottee receipts are credited under Section 4(2)(I)(D) of the Real Estate Regulation and Development Act, 2016, with the online application/ payment gateway of the department in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State Treasury.
  - b. That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC Dues.
  - c. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
  - d. That the implementation of such mechanism shall, however, have no bearing on EDC instalment schedule conveyed to the owner/developer. The Owner/Developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that by the EDC instalments that are due for payment are paid as per prescribed schedule.
  - e. That the owner/ Developer shall transfer 12% (twelve percent) of colony area free of cost to the Government earmarked for Economically Weaker Section

  
Director  
Town & Country Planning  
Haryana, Chandigarh

  
Nourish Developers Private Limited

Authorized Signatory

(hereinafter referred as "EWS") and No Profit No Loss (hereinafter referred to as "NPNL") housing.

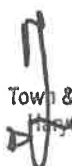
- f. That Owner/ Developer shall ensure that the land for community sited upto two pockets of atleast 1.25 acres each in colony upto 40 acres and atleast 2.00 acres in case of colonies above 40 acrs.
  - g. That the location of this area will be decided by the Director in Consultation with the Owner/ Developer at the time of grant of licence.
  - h. That the Owner/ Developer shall not claim benefit of FAR, ground coverage i.e. 12% area as mentioned in policy dated 09.02.2016.
  - i. That the Owner/ Developer has no objection if Govt. decides to utilize this area through any public/ private agencies as it may deem fit. \*
  - j. That the Owner/ Developer shall ensure that this area will have independent access of minimum 18 meters further approachable to a 24 meters wide internal sector road.
  - k. That the Owner/ Developer shall ensure to provide single point connection for water supply, sewerage, drainage and electric infrastructure.
  - l. That the Owner/ Developer shall transfer the area to the Govt. in revenue records with 60 days of grant of licence and before approval of zoning plan. Consequently, the Owner/ Developer will be free from obligation of providing EWS and NPNL plots.
2. Community Facilities:
- a. That the Owner/ Developer shall transfer 10% of area of licenced colony free of cost to the government for provision of community facilities in a compact block for optimal utilization of the area. This will give flexibility to Director to Workout the requirement of community infrastructure at sector level and accordingly make provisions.
  - b. That the location of the area for community facility will be at the discretion of Director to enable feasibility of its integration with the similar area reserved for community facilities in an adjoining colony.
  - c. That FAR as permitted in the licenced colony will be given to the Owner/ Developer for the area to be transferred in this regard for its utilization within the licenced colony area as per existing practice being followed in group housing colonies.
  - d. The land will be transferred within 60 days of grant of licence.
3. That the owner shall derive maximum net profit @15% of the total project cost of development of a colony after making provision of statutory taxes. In case the net profit exceeds 15% after completion of the project period surplus amount shall either be deposited within two months in the State Government Treasury by the owner or he shall spend this money on further amenities/ facilities in this colony for the benefit of

Director  
Town & Country Planning  
Haryana, Chandigarh

Nourish Developers Private Limited

resident therein or the Owner/Developer shall have the option to deposit the infrastructure augmentation charges as applicable from time to time at any stage before grant of completion certificate and get exemption of the restriction of net profit beyond 15%.

4. The Owner/ Developer shall submit the following certificates to the Director within ninety days of the full and final completion of the project from a Chartered Accountant that:
  - i. That overall net profit (after making provision for the payment of taxes have not exceeded 15% of the total project cost of the scheme.
  - ii. The Owner/ Developer while determining the sale price of the plots in residential plotted colony, in open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.
5. That the pace of construction in the colony shall be in accordance with sale agreement with the buyers of the plots/flats/office and commercial space/ I.T Space as and which the scheme is launched, wherever applicable.
6. That the Owner/ Developer shall be responsible for the maintainance and upkeep of all roads, open spaces, public parks, public health services for a period of five years from the date of issue of completion certificate under rule-16 unless earlier relieved of this responsibility, when the Owner/ Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
7.
  - (i) That the Owner/ Developer shall ensure compliance of the provision of Haryana Apartment Ownership Act, 1983, which shall be followed in letter & Spirit.
  - (ii) That the sector road and internal sector road as per approved doctoral plan shall not form part of common area as defined as per provision of Haryana Apartment Ownership Act, 1983 and shall be transferred free of cost to the Government or the Local Authority as per provision of Section 3(3)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
8. That the Owner/Developer shall deposit 30% of the amount realized by them from plot holders from time to time within ten days of its realization in a separate account to be maintained in the Scheduled Bank and that this amount shall only be utilized by the


  
Director  
Town & Country Planning  
Haryana, Chandigarh

  
Nourish Developers Private Limited

Authorized Signatory

Owner/ Developer towards meeting the cost of internal development works and the construction works in the colony.

9. That the Owner/ Developer shall permit the Director or any other officer authorized by him in his behalf to inspect the execution of the layout and the development works in the colony and the Owner/ Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
10. That the Owner/ Developer shall carry out at their own expenses for any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
11. That the bank guarantee of internal development works has been furnished on the interim rates for development works. The Owner/ Developer will submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. With an increase in the cost of construction and an increase in the number of facilities in the layout plan, the Owner/ Developer will furnish an additional bank guarantee with within thirty days on demand.
12. That the Owner/ Developer shall deposit infrastructure development charges @ Rs. 375/- per sq. mtr. for permissible saleable plotted area and @ Rs. 750/- per sq. mtr. (175% FAR) for commercial component through bank draft in favour of Director, General Town & Country Planning Haryana payable at Chandigarh in two equal installments. The first installment of infrastructure Development Charges would be deposited by the Owner/Developer within in 60 days from the date of grant of licence, falling which 18% p.a.(simple) interest will be paid for the delayed period.
13. Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Agreement or Biletral Agreement or violate any provision of the Act and the Rules, then and in any such case and notwithstanding the waiver of any previous clause or right, the Director, may be cancel the licence granted to them.
14. Upon cancellation of the licence under clause- 21 above, action shall be taken as provided in the Haryana Developmnet and Regulation Areas Act, 1975 and Haryana Developmnet and Regulation Areas Rules, 1976 as amended up to date. The Bank Guarantee in that event shal stand forfeited in favour of Director.
15. The stamp duty and registration charges on this deed shall be borne by the Owner/ Developer.

  
Director  
Town & Country Planning  
Haryana, Chandigarh

  
Nourish Developers Private Limited  
Authorized Signatory

16. The expression 'Owner/Developer' hereinbefore used/shall include their heirs, legal representatives, successors and permitted assignees.
17. That the Owner/ Developer shall convey the 'ultimate power load requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of licence to enable provision of the site within the licenced land for transformer/ Switching Station/ Electric Sub-station as per norms prescribed by the owner utility in the zoning plan of the project.
18. That any other condition which the Director may think is necessary in public interest can be imposed.
19. The Owner/ Developer shall pay Labour Cess as per policy instructions issued by Haryana Government vide memo no. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.

In witness where of the colonizer and the Director have signed this deed on the day and year first above written.

WITNESSES

1. Signature [Signature]  
Name SANAY SROHA  
Date 29/6/2011  
Address 1068 / SB, And

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_  
Address \_\_\_\_\_

**Nourish Developers Private Limited**

Signature

Name

Date

Address of the owner

**Authorized Signatory**

**DIRECTOR**

**TOWN AND COUNTRY PLANNING  
HARYANA, CHANDIGARH  
FOR and on behalf of the  
Governor of Haryana.**

Director  
Town & Country Planning  
Haryana, Chandigarh



सत्यमेव जयते

# INDIA NON JUDICIAL Chandigarh Administration

## e-Stamp

Certificate No.

Certificate Issued Date

Certificate Issued By

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-CH35774442763707U

: 27-Jun-2022 03:46 PM

: chnitkapl

: IMPACC (GV)/ chlmpsp07/ E-SAMPARK SEC-07/ CH-CH

: SUBIN-CHCHIMPSP0770948663948321U

: PARVEEN

: Article 4 Affidavit

: Not Applicable

: 0

: (Zero) DEVELOPERS

: NOURISH BUILDERS PVT LTD

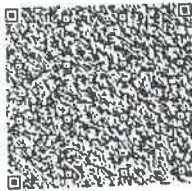
: Not Applicable

: NOURISH BUILDERS PVT LTD

: 10

: (Ten only)

e-Sampark, Centre  
Sec. 07 Chd



e-Sampark, Centre  
Sec. 07 Chd



.....Please write or type below this line.....

[FORM LC-IV B]

[See Rule 11(1)(h)]

**Bilateral Agreement by owner of land intending to set up a Residential Colony under  
New Integrated Licenceing Policy dated 11.05.2022.**

Director  
Town & Country Planning  
Haryana, Chandigarh

Nourish Developers Private Limited

0013004769

Authorized Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at [www.sholestamp.com](http://www.sholestamp.com) or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



This agreement made on the 5<sup>th</sup> day of August, 2022 by Aspis Buildcon Private Limited, Starcity Raltech Private Limited in Collaboration with Nourish Developers Pvt. Ltd., a company registered under the Companies Act having its registered office- Unit No. 12A Floor, Tower 2 M3M International Financial Center, Sector-66 Gurugram, Haryana -122102 (hereinafter called the "owner") of the one part and the Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.


Whereas in addition to agreement executed in pursuance of the provisions of rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (herein after referred to as the "Rules") and the conditions laid down therein for grant of licence, the owner shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in accordance with the licence finally granted for setting up of a residential colony under New Integrated Licenceing Policy dated 11.05.2022 on the land measuring 16.1125 acres falling in the revenue estate village Chauma, Sector -113, Gurugram, Haryana.

AND WHEREAS the bilateral agreement mutually agreed upon and executed between the parties shall be binding on the owner: -

**NOW THIS AGREEMENT WITNESSES AS UNDER:-**

In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Residential Colony under NILP on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner/Developer, their partners, legal representatives authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner/Developer. The Owner/Developer hereunder covenants as follows:-

1. That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC" as per rate, schedule, terms and conditions Annexed hereto. That the rates, schedule, terms and conditions of the EDC as mentioned in LC-IV may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with the interest from the date of grant of license.
2. That the Owner/Developer shall ensure that the plots are sold/leased/transferred by them keeping in view the provisions of NILP Policy as amended from time to time, which shall be followed in letter & spirit.
3. The terms and condition of the policy parameters as prescribed under the residential colony under NILP Policy dated 11.05.2022 as amended from time to time and enclosed as Annexure-1 to this agreement shall forming integral part of this agreement and shall be read as part and parcel of this agreement.

Nourish Developers Private Limited  
  
Authorized Signatory

  
Director  
Town & Country Planning  
Haryana, Chandigarh



4. The Owner/Developer will transfer 10% area of the licenced colony free of cost to the Government for provision of community facilities as per NILP Policy as amended from time to time. This will give flexibility to the Director to work out the requirement of community infrastructure at sector level and accordingly make provisions. Since the area will be received in a compact block, it will help in optimal utilization of the area.
5. Clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall not be permitted in the colonies approved under the NILP Policy.
6. That all plots in the project shall be allotted strictly as per the NILP Policy as amended from time to time.
7. That Owner/Developer shall complete the project within 7 years (5+2 years) from the date of grant of licence as per policy.
8. That the Owner/Developer shall derive maximum net profit at the rate of 15% of the total project cost of the development of the above said Residential Colony under NILP Policy after making provisions of the statutory taxes. In case, the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited within two months in the State Government Treasury by the Owner/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the resident therein.
9. That the bank guarantee of the internal development works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of the approval of services plan/estimates according to the approved layout plans (this clause shall not be applicable in the cases, where 15% of saleable area is mortgaged on account of said bank guarantee as per NILP Policy dated 11.05.2022 as amended from time to time).
10. That we shall abide by the terms and conditions of the new integrated Licensing Policy notified on 11.05.2022 and the amendment therein.
11. That any other condition which the Director may think necessary in public interest can be imposed.
12. That, the Owner/ Developer shall integrate its bank account in which 70% allottee receipts are credited under Section-4(2)(i)(d) of the Real Estate Regulation and Development Act, 2016 with the on-line application/ payment gateway of the Department, in such manner, so

**Nourish Developers Private Limited**

**Authorized Signatory**

**Director**  
**Town & Country Planning**  
**Haryana, Chandigarh**

as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and get credited to the EDC head in the State treasury.

13. That such 10% of the total receipts from each, payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
14. Such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/ developer.
15. The implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed to the owner/ developer. The owner/ developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC installments that are due for payment get paid as per prescribed, schedule.

IN WITNESS WHEREOF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES

1. Signature \_\_\_\_\_  
Name SANTOSH KLOMP  
Date \_\_\_\_\_  
Address (828) 513, Cde

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_  
Address \_\_\_\_\_

Nourish Developers Private Limited

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_  
Address of the owner \_\_\_\_\_

Director  
Town & Country Planning  
Haryana, Chandigarh

DIRECTOR  
TOWN AND COUNTRY PLANNING  
HARYANA, CHANDIGARH  
FOR and on behalf of the  
Governor of Haryana.