

From

The Director  
Town & Country Planning  
Haryana, Chandigarh.

To

M/s Natureville Promoters Pvt Ltd.  
In collaboration with M/s Puri Construction Pvt Ltd.  
W-82A, Greater Kailash -II, New Delhi-48.

Memo No. 5DP (II)-LC-2053 -2008/ 11 436

Dated 26-11-08

Subject: Grant of license to develop a commercial colony on the land measuring 3.375 Acres falling in the revenue estates of village Chouma in the residential sector 111 Gurgaon.

\* \* \* \* \*

Reference your application dated 16.07.2008 on the subject noted above.

2. Your request for the grant of license under section 3 of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules, 1976 framed there under for the development of a commercial colony on the land measuring 3.375 acres falling in the revenue estates of village Chouma in residential sector -111 Gurgaon has been examined/ considered by the department and it is proposed to grant license to you. You are, therefore, called upon to fulfill the following requirements / prerequisites laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 within a period of 30 days from the date of issue of this notice, failing which the grant of license shall be refused.

3. To furnish the bank guarantee on account of Internal Development Works and External Development Charges for which has been worked out as under:-

**Internal Development Works**

|                                  |                          |
|----------------------------------|--------------------------|
| i) Total area                    | = 3.375 acres            |
| ii) Interim rate for development | = Rs.25.00 lacs per acre |
| iii) Total cost of development   | = Rs.84.38 lacs          |
| iv) 25% bank guarantee required  | = Rs.21.09 lacs          |

**External Development Charges**

|                                 |                                     |
|---------------------------------|-------------------------------------|
| i) Total area                   | = 3.375 acres                       |
| ii) Interim rate for EDC        | = Rs.227.172 lac per acre (150 Far) |
| iii) Total cost of development  | = Rs.766.71 lacs                    |
| iv) 25% bank guarantee required | = Rs.191.68 lacs                    |

It is made clear that the bank guarantee for internal development works has been worked out on the interim rates and you will have to submit the additional bank guarantee if any, required 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, you would be required to furnish an additional bank guarantee within 30 days on demand.

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The rates of external development charges for Gurgaon have been conveyed by the Haryana Urban Development Authority (HUDA) on tentative basis. You will therefore be liable to deposit the rates of external development charges as finally determined by HUDA as per prescribed schedule by the Director, Town and Country Planning, Haryana (DTCP). An undertaking may be submitted in this regard.

4. To execute two agreements i.e. LC-IV and Bilateral Agreement on non-judicial stamp paper of Rs.3/-. Two copies of specimen of the said agreements are enclosed herewith for necessary action.

5. To deposit an amount of Rs. 1,72,09,868/- (Rupees One Crore Seventy Two Lacs Nine Thousands Eight Hundred and Sixty Eight only) on account of conversion charges for 150 FAR through bank draft in favour of Director, Town & Country Planning, Haryana payable at Chandigarh.

6. To submit an undertaking that you will pay the Infrastructure Development Charges amounting to Rs. 1,36,58,625/- @ Rs.1000/- per sq. mtr for the commercial area in two equal installments. Fir

st Installment will be due with in 60 days of grant of license and second Installment with in six months of grant of license failing which 18% PA interest will be liable for the delayed period.

7. To furnish an undertaking that you shall construct the 24 meter wide service road passing through the site at your own cost and the area under said road green belt shall be transferred free of cost to the Government in accordance with the provisions of section 3(3) (a) (iv) of the Haryana Development and Regulation of Urban Areas Act, 1975.

8. To furnish an undertaking that you will have no objection for give and take of land for the integration the services and planning with the HUDA services.

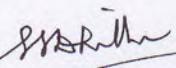
9. To furnish an undertaking to the effect that you will have no objection to the regularization of the boundaries of the licensed area through give and take with HUDA if required for integration of services and for planned development and will abide by the decision of the competent authority.

10. To furnish an undertaking that you will obtain NOC/approval of the competent authority, as per the provisions of the notification dated 14.09.2006 issued by the Ministry of Environment and Forest, Govt. of India before starting the development works at site.

11. To furnish an undertaking that you shall get permission of competent authority under PLPA 1900, or any other environmental law if required for their project.

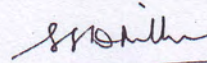
12. To submit an undertaking to the effect that the you shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DTCP till these services are made available from external infrastructure to be laid by HUDA.

13 To furnish an undertaking that no claim shall lie against HUDA for non-provision of EDC services, during next 5 years.

  
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14. To furnish an undertaking that you 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 license to enable provision of site in licensed land for Transformer/Switching Stations/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.
15. To submit a certificate from the District Revenue Authority stating that the ownership of land is still with applicants.
16. All the above said amounts are subject to audit and reconciliation.



Director  
Town & Country Planning,  
Haryana, Chandigarh.  
*M. C. Mittal*



From

The Director  
Town & Country Planning  
Haryana, Chandigarh.

To

M/s Natureville Promoters Pvt Ltd.  
In collaboration with M/s Puri Construction Pvt Ltd.  
W-82A, Greater Kailash -II, New Delhi-48.

Memo No. 5DP (II)-LC-1625 -2008/ 11437

Dated 26-11-08

Subject: Grant of license to develop a commercial colony on the land measuring 3.356 Acres falling in the revenue estates of village Chouma in the residential sector 111 Gurgaon.

\* \* \* \* \*

Reference your application dated 16.7.2008 on the subject noted above.

2. Your request for the grant of license under section 3 of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules, 1976 framed there under for the development of a commercial colony on the land measuring 3.356 acres falling in the revenue estates of village Chouma in residential sector -111 Gurgaon has been examined/ considered by the department and it is proposed to grant license to you. You are, therefore, called upon to fulfill the following requirements / prerequisites laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 within a period of 30 days from the date of issue of this notice, failing which the grant of license shall be refused.

3. To furnish the bank guarantee on account of Internal Development Works and External Development Charges for which has been worked out as under:-

***Internal Development Works***

|                                  |                          |
|----------------------------------|--------------------------|
| i) Total area                    | = 3.356 acres            |
| ii) Interim rate for development | = Rs.25.00 lacs per acre |
| iii) Total cost of development   | = Rs.83.90 lacs          |
| iv) 25% bank guarantee required  | = Rs.20.98 lacs          |

***External Development Charges***

|                                  |                                |
|----------------------------------|--------------------------------|
| i) Total area                    | = 3.356 acres                  |
| ii) Interim rate for EDC<br>FAR) | = Rs.227.172 lac per acre (150 |
| iii) Total cost of development   | = Rs.762.39 lacs               |
| iv) 25% bank guarantee required  | = Rs.190.60 lacs               |

It is made clear that the bank guarantee for internal development works has been worked out on the interim rates and you will have to submit the additional bank guarantee if any, required 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, you would be required to furnish an additional bank guarantee within 30 days on demand.

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The rates of external development charges for Gurgaon have been conveyed by the Haryana Urban Development Authority (HUDA) on tentative basis. You will therefore be liable to deposit the rates of external development charges as finally determined by HUDA as per prescribed schedule by the Director, Town and Country Planning, Haryana (DTCP). An undertaking may be submitted in this regard.

4. To execute two agreements i.e. LC-IV and Bilateral Agreement on non-judicial stamp paper of Rs.3/-. Two copies of specimen of the said agreements are enclosed herewith for necessary action.

5. To deposit an amount of Rs. 1,71,12,982/- (Rupees One Crore Seventy One Lacs Twelve Thousands Nine Hundred and Eighty Two only) on account of conversion charges through bank draft in favour of Director, Town & Country Planning, Haryana payable at Chandigarh.

6. To submit an undertaking that you will pay the Infrastructure Development Charges amounting to Rs. 1,35,81,732/- @ Rs.1000/- per sq. mtr for the commercial area in two equal installments. First Installment will be due within 60 days of grant of license and second Installment within six months of grant of license failing which 18% PA interest will be liable for the delayed period.

7. To furnish an undertaking that you shall construct the 24 meter wide service road passing through the site at your own cost and the area under said road green belt shall be transferred free of cost to the Government in accordance with the provisions of section 3(3) (a) (iv) of the Haryana Development and Regulation of Urban Areas Act, 1975.

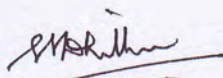
8. To furnish an undertaking that you will have no objection for give and take of land for the integration the services and planning with the HUDA services.

9. To furnish an undertaking to the effect that you will have no objection to the regularization of the boundaries of the licensed area through give and take with HUDA if required for integration of services and for planned development and will abide by the decision of the competent authority.

10. To furnish an undertaking that you will obtain NOC/approval of the competent authority, as per the provisions of the notification dated 14.09.2006 issued by the Ministry of Environment and Forest, Govt. of India before starting the development works at site.

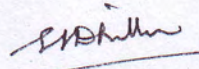
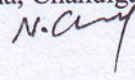
11. To furnish an undertaking that you shall get permission of competent authority under PLPA 1900, or any other environmental law if required for their project.

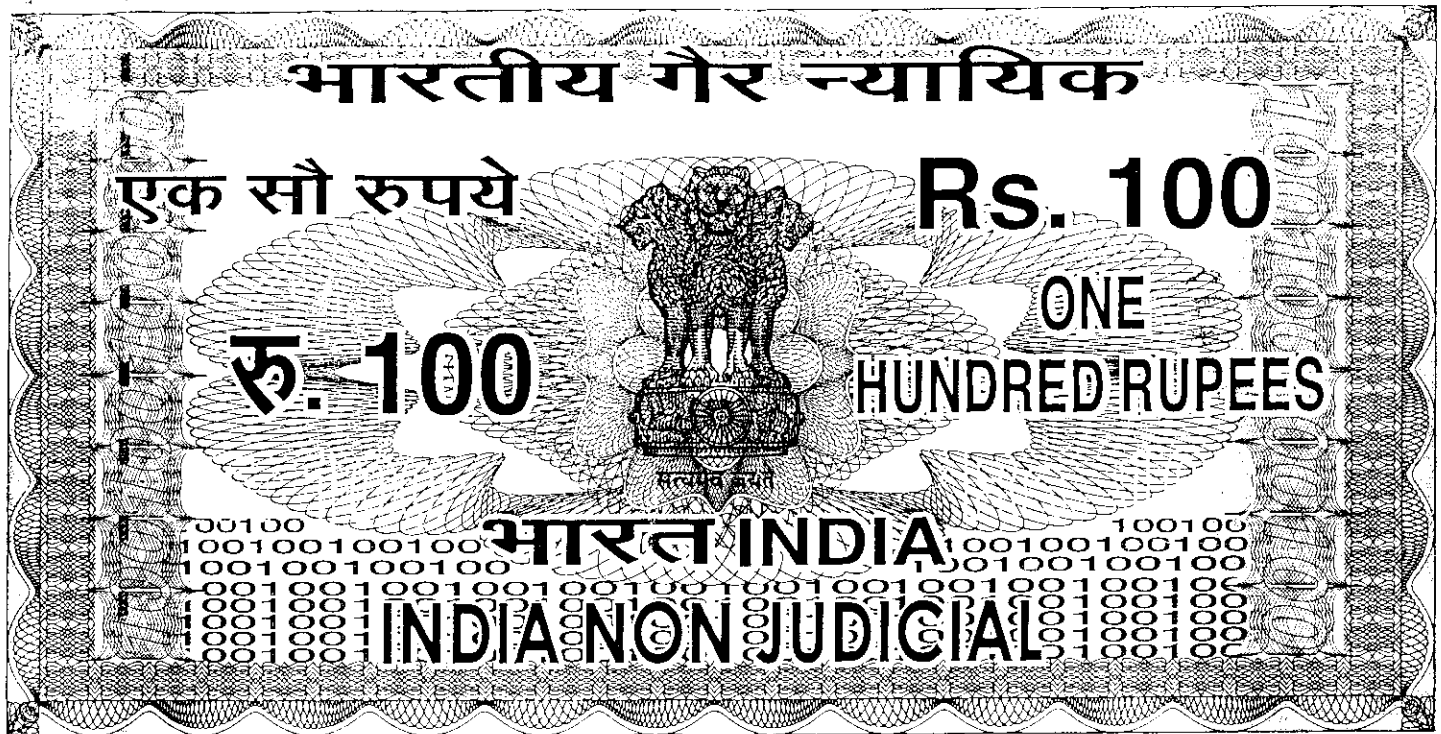
12. To furnish an undertaking that you shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in licensed land for Transformer/Switching Stations/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.

  
DTCP (B)



13. To submit an undertaking to the effect that the you shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DTCP till these services are made available from external infrastructure to be laid by HUDA.
14. To furnish an undertaking that no claim shall lie against HUDA for non-provision of EDC services, during next 5 years.
15. To submit a certificate from the District Revenue Authority stating that the ownership of land is still with applicants.
16. All the above said amounts are subject to audit and reconciliation.

  
Director  
Town & Country Planning,  
Haryana, Chandigarh.  




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LC - IV

**AGREEMENT BY OWNER OF LAND INTENDING TO  
SET UP A COMMERCIAL COLONY**

This Agreement is made on this 19<sup>th</sup> day of Nov, 2010

**BETWEEN**

M/s. Natureville Promoters Pvt. Ltd. in collaboration with M/s. Puri Construction Pvt. Ltd.,  
having its Registered Office at W-82/A Greater Kailash - II, New Delhi - 110 048 through  
its authorized signatory Mr. T. S. Puri (hereinafter called the "Owner") of the One Part

**AND**

The Governor of Haryana, acting through the Director, Town and Country Planning,  
Haryana, Chandigarh (hereinafter referred to as the "Director") of the Other Part.

WHEREAS THE OWNER is in possession of the land mentioned in the Annexure hereto  
for the purpose of converting into ~~Commercial~~ Colony.

AND WHEREAS under Rule-11 of the Haryana Development and Regulation of Urban  
Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for the  
grant of licence is that the Owner shall enter into an agreement for carrying out and  
completion of development works in accordance with the license finally granted for setting  
up a Commercial Colony on the land measuring 3.375 acres falling in the revenue estates of  
Village Chauma, Sector III, Tehsil & District Gurgaon.

DTCP (HR)

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**NOW THIS DEED WITNESSTH AS FOLLOWS:**

I. In consideration of the Director agreeing to grant license to the owner to set up the said commercial Colony on the land at village Chauna, District Gurgaon in residential Sector 111 of the Gurgaon- Manesar Urban Complex on fulfillment of all conditions laid down in Rule 11, of the Urban Area Rule of 1976 the owner hereby covenants as follows:

a) That the Owner undertakes to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereunder:

i) That the Owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 260.78<sup>th</sup> lacs per gross acre for commercial colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lump sum within 30 days from the date of grant of License or in ten equal six monthly installment of 10% each in the following manner:

a. First Installment shall be paid within a period of 30 days from the date of grant of license.

b. Balance 90% in nine equal six monthly installments along with interest at the rate of 12% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 260.78<sup>th</sup> lacs per gross acre. (Two crore sixty lacs, Seventy thousand)  
Per Acre

ii. The rates of External Development Charges for Gurgaon- Manesar Urban Complex Development plan 2021 plans are under review and are likely to

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A. (HC)



be finalized soon. There is likelihood of substantial increase in external development charges rates, the owner shall pay the enhanced amount for external development charges and interest on the installments if any, from the date of grant of license and shall furnish additional Bank Guarantee, if any, on the enhanced E. D. C. rates.

- ii. For grant of completion certificate, the payment of external development charges shall be pre-requisite along with valid license and bank guarantee.
  - iii. The unpaid amount of EDC will carry an interest of 12% per annum and in case of any delay in the payment of installments on the due date, and additional penal interest of 3% per annum (making the total payable interest 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.
  - v. In case, the HUDA executes external development works before final payment of EDC the Director shall be empowered to call upon the promisee to pay the balance amount of EDC in lump sum even before the completion of the license period and the promisee shall be bound to make the payment within the period so specified
- b) Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.
  - c) The colonizer will arrange the electric connection from the outside source for electrification of their colony from the Haryana Vidhyut Prasaran Nigam (HVPN). If the Owner fail to seek electric connection from Haryana Vidhyut Prasaran Nigam (HVPN) the Director shall recover the cost from the Owner and deposit the same with Haryana Vidhyut Parsaran Nigam.

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A. (HQ)

~~DTCP (HR)~~

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However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution) service plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. Haryana Vidhyut Pararan Nigam/Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.

- d) That the rates, schedule, term and conditions of External Development Charges may be revised by the Director during the license period as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
- e) That the Owner shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under the rule 16 of the rules, unless earlier relieved of this responsibility.
- f) That the owner shall be individually as well as jointly be responsible for the development of the commercial colony.
- g) That the owner shall complete the internal development works within one year of the grant of license.
- h) That the owner shall deposit infrastructure Development Charges Rs. 1000/- per square meters of the gross area of the colony in two equal installments. The first installment of the infrastructure Development

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J. A. (HQ)

*[Signature]*  
DTCP (HR)

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charges shall be deposited by the Owner within sixty days from the date of grant of license and the second installment shall be deposited within six months from the date of grant of the license. The unpaid amount of Infrastructure Development Charges shall carry an interest @18% per annum (simple) for the delay in the payment of installments.

i) That the owner shall carry out at his own expenses and costs, any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.

j) That the Owner shall permit the Director, or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the Group Housing Colony and the Colonizer shall carry out all direction issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the license granted.

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*[Signature]*

**D. A. (HQ)**

k) That without prejudice to anything contained in this agreement, all provisions contained in the Act and these Rules shall be binding on the owner.

2. That the Owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provide by HUDA and the same is made functional.

3. Provided always and it is hereby agreed that if the owner commit any breach of the terms and conditions of this Agreement or Bilateral Agreement of Violate and provisions of the Act or Rules then in case and

**DTCP (HR)**

*[Signature]*

notwithstanding the waiver of any previous clause or right the Director may cancel the license granted to the promisee.

4. Upon cancellation of the license under clause – 3 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act, 1975 and the Haryana Development and Regulation of Urban Area Rules 1976 as amended up to date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
5. The stamp duty and registration charges on this deed shall be borne by the Promisee.
6. The expression “THE OWNER” hereinbefore used shall include this heirs, legal representatives, successors and permitted assignees.
7. After the development works in respect of the “Commercial Colony” have been completed by the Owner in accordance with the approved plans and specification and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf from Owner, release the Bank Guarantee or part thereof as the case may be, Bank Guarantee equivalent to  $\frac{1}{5}$ th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for the period of five years from the date of completion certificate under Rule 16 or earlier, in case the Owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the external development charges shall be released by the Director in proportion to the payment of the external development charges received from the Owner.

DTCP (HR)

C.D.

*[Signature]*

TTED

*[Signature]*

A. (HQ)



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

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

WITNESS

1.

Rakesh Lareen  
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Almy Gurnoon

Signature

Name: M/s Naturevilla Promoters P. Ltd  
in collaboration M/s Puri Construction Pvt.  
Ltd through its authorized signatory  
(T. S. Puri)

2.

Assit (Sunesh Kumar)  
% DTCP Air Chd.

Director  
Town and Country Planning,  
Haryana, Chandigarh

Director  
Town & Country Planning,  
Haryana Chandigarh.



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[See Rule 11(1)(h)]

**BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO  
SET UP A COMMERCIAL COLONY**

THIS AGREEMENT made on this 19<sup>th</sup> day of May, 2010, between M/s. Natureville Promoters Pvt. Ltd., in collaboration with M/s. Puri Construction Pvt. Ltd., having its registered office at W-82/A, Greater Kailash Part - II, New Delhi - 110 048 through its Director, Mr. T. S. Puri (hereinafter referred to as the "OWNER") of the one part and the Governor of Haryana acting through the Director, Town & 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 (hereinafter referred to as the "Rules") and the conditions laid down therein for the grant of licence, the owner shall enter into a Bilateral Agreement with the Director for carrying out and completion of development works in accordance with the licence finally granted for setting up of a Commercial Colony on the land measuring 3.375 acres falling in the revenue estate of Village Chauma in Sector 111, Tehsil & District Gurgaon, Haryana.

AND WHEREAS THE BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the owner :-

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**NOW THIS DEED OF BILATERAL AGREEMENT WITNESSTH AS  
FOLLOWS:**

1. In consideration of the Director agreeing to grant license to the Owner to set up the said commercial colony on the land mentioned in Annexure hereto on the fulfillment of all condition of this Bilateral Agreement the owner his parents, legal representatives, authorized agents, assignees, executors etc shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner hereunder covenanted by him as follows:-

i) That the owner undertakes to pay proportionate External Development charges as per rate, schedule, terms and conditions hereunder:-

ii) That the owner shall pay the proportionate external development charges at tentative rate of Rs. 260.78 lacs per gross acre for commercial colony. These charged shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lump sum within thirty days from the date of grant of license or in ten equal six monthly installment of 10% each in the following manner:-

a. First installment shall be payable within a period of (30) thirty days from the date of grant of license.

b. Balance 90% in nine (9) equal six monthly installments alongwith interest at the rate of 12% per annum on the unpaid portion of the amount worked out at the tentative rate of Rs. 260.78 lacs per gross acre. However, at the time of grant of

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*[Signature]*  
**D. A. (HQ)**

**DTCP (HR)**

**C. O.**

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occupation certificate nothing shall be due on account of EDC.

- c. The owner shall furnish Bank guarantee equal to 25% of the amount worked out at the tentative rate of Rs. 25 lacs per gross acre for internal development works.
- iii) The external development charges rates for Gurgaon- Manesar Urban complex development plan 2021 plans are under review and are likely to be finalized soon. There is likelihood of substantial increase in external development charges rates, the owner shall pay the enhanced amount for external development charges and interest on the installments, if any, from the date of grant of license and shall furnish additional Bank Guarantee, if any, on the enhanced E. D. C. rates.
- iv) For grant of completion certificate, the payment of external development charges shall be pre-requisite along with valid license and bank guarantee.
- v) The unpaid amount of external development charges would carry an interest at a rate of 12% per annum (simple) and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.
- vi) That the owner shall derive maximum net profit @ 15% of the total project cost of development of the said commercial colony after making provisions of statutory taxes. In case, the net profit exceeds

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*[Signature]*  
**D. A. (HQ)**

**DTCP (HR)**

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15% after completion of the project period, surplus amount shall be deposited within two months in the State Government Treasury by the owner.

vii) The owner shall submit the certificate to the Director within thirty days of the full and final completion of the project from a chartered Accountant that the overall net profit (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.

viii) In case Haryana Urban Development Authority executes External Development works before final payment of external development charges, the Director shall be empowered to call upon the owner to pay the balance amount of external development charges in lump sum even before the completion of license period and the owner shall be bound to make the payment within the period of so specified.

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A.A. (HQ)

a) Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.

b) The owner will arrange the electric connection from the outside source for electrification of their colony from the Haryana Vidhyut Prasaran Nigam (HVPN). If the Owner fail to seek electric connection from Haryana Vidhyut Prasaran Nigam (HVPN) the Director shall recover the cost from the Owner deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer,

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A.A. (HQ)

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for which the colonizer will be required to get the "electric (distribution) service plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. Haryana Vidhyut Pararan Nigam/Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.

- c) That the rates, schedule, term and conditions of External Development Charges may be revised by the Director during the license period as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
- d) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility.
- e) That the owner shall be individually as well as jointly be responsible for the development of the commercial colony.
- f) That the Owner shall complete the internal development works within two years of the grant of license.

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A. (HQ)

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**DTCP (HR)**  
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for which the colonizer will be required to get the "electric (distribution) service plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. Haryana Vidhyut Pararan Nigam/Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.

- c) That the rates, schedule, term and conditions of External Development Charges may be revised by the Director during the license period as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
- d) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility.
- e) That the owner shall be individually as well as jointly be responsible for the development of the commercial colony.
- f) That the Owner shall complete the internal development works within two years of the grant of license.

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A. (HQ)

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DTCP (HR)  
CHD.

*[Signature]*

- g) That the owner shall deposit infrastructure Development Charges Rs. 1000/- per square meters of the gross area of the colony in two equal installments. The first installment of the infrastructure Development charges shall be deposited by the Owner within sixty days from the date of grant of license and the second installment shall be deposited within six months from the date of grant of the license. The unpaid amount of Infrastructure Development Charges shall carry an interest @18% per annum (simple) for the delay in the payment of installments.
- h) That the owner shall carry out at his own expenses and costs, any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- i) That the Owner shall permit the Director, or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the Group Housing Colony and the Colonizer shall carry out all direction issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the license granted.
- j) That without prejudice to anything contained in this agreement, all provisions contained in the Act and these Rules shall be binding on the owner.

LETTERED  
Khopri  
I. A. (HQ)

~~DTCP (HR)~~  
DND.

*[Signature]*

k) That the owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by HUDA and same is made functional.

2. Provided always and it is hereby agreed that if the Owner commit any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act or Rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the owner.

3. Upon cancellation of the license under Clause 2 above, action shall be taken as provided in the Haryana Development and Regulations of Urban Areas Act, 1975 and the Haryana Development and Regulations of Urban Areas Rules, 1976 as amended upto date. The Bank guarantee in that event shall stand forfeited in favour of the Director.

4. The stamp duty and registration charges on this deed shall be borne by the Owner.

5. After the layout plans and development by the owner in accordance with the approved plans and specifications and completion certificate in respect thereof have been issued, the Director may, on an application in this behalf, from the owner, release the Bank Guarantee or part thereof, as the case may be. Bank Guarantee equivalent to 1/5<sup>th</sup> amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of five years from the date of issue of completion certificate under rule 16 or earlier, in case the Owner is relieved of the responsibilities in this behalf of the Government. However, the Bank Guarantee regarding the external

~~DTCP (HR)~~  
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*[Signature]*  
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development charges shall be released by the Director in proportion to the payment of the external development charges received from the owner.

6. That any other condition which the Director may think necessary in public interest can be imposed.
7. That the owner shall convey the ultimate power load requirement of the project to the concerned power utility with a copy of the Director, within two month period from the date of grant of license to enable provision of site in the licensed land for Transformers/Switch Station/Electric sub station as per the norms prescribed by the power utility in the Zoning Plan of the project.
8. That the owner shall pay labour cess as per policy dated 25-02-2010.

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

WITNESS

1.

*Label R. Law*  
*29.12.2010*  
*Colony Gurugram*

Signature

Name: M/s Naturevilla Promoters P. Ltd  
in collaboration M/s Puri Construction Pvt.  
Ltd through its authorized signatory  
(T. S. Puri)

2.

*Surish Kumar Asstt*  
*20 DEC 2010*  
*DTCP, Haryana*

Director

Town and Country Planning,  
Haryana, Chandigarh

Director

Town & Country Planning,  
Haryana Chandigarh.

development charges shall be released by the Director in proportion to the payment of the external development charges received from the owner.

6. That any other condition which the Director may think necessary in public interest can be imposed.
7. That the owner shall convey the ultimate power load requirement of the project to the concerned power utility with a copy of the Director, within two month period from the date of grant of license to enable provision of site in the licensed land for Transformers/Switch Station/Electric sub station as per the norms prescribed by the power utility in the Zoning Plan of the project.
8. That the owner shall pay labour cess as per policy dated 25-02-2010.

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

WITNESS

1.

Lallesh R. Laxmi

29.12.2010

Colony Gurgaon

Signature

Name: M/s Naturevilla Promoters P. Ltd  
in collaboration M/s Puri Construction Pvt.  
Ltd through its authorized signatory  
(T. S. Puri)

2.

Suresh Kumar Asstt

% DTC P. H. Chd.

Director  
Town and Country Planning,  
Haryana, Chandigarh

Director  
Town & Country Planning,  
Haryana Chandigarh.



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LC - IV

**AGREEMENT BY OWNER OF LAND INTENDING TO  
SET UP A COMMERCIAL COLONY**

This Agreement is made on this 19<sup>th</sup> day of Nov, 2010

**BETWEEN**

M/s. Natureville Promoters Pvt. Ltd., in collaboration with M/s. Puri Construction Pvt. Ltd. having its Registered Office at W-82/A Greater Kailash - II, New Delhi - 110 048 through its authorized signatory Mr. T. S. Puri (hereinafter called the "Owner") of the One Part

**AND**

The Governor of Haryana, acting through the Director, Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as the "Director") of the Other Part.

WHEREAS THE OWNER is in possession of the land mentioned in the Annexure hereto for the purpose of converting into ~~Commercial~~ Colony.

AND WHEREAS under Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for the grant of licence is that the Owner shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up a Commercial Colony on the land measuring 3.356 acres falling in the revenue estates of Village Chauma, Sector 111, Tehsil & District Gurgaon.

DTCP (HR)

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**NOW THIS DEED OF BILATERAL AGREEMENT 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 hereto on the fulfillment of the condition land down in Rule 11 of the Haryana Development and Regulations of Urban Areas Rules 1976 the owner, hereby covenants as follows:-
  - (a) That the owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereunder:-
  - (i) That the owner shall pay proportionate external development charges at the tentative rate of Rs. ~~260.78~~ lacs per gross acre for commercial colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lumpsum within thirty days from the date of grant of license or ten equal six monthly installments of 10% each in the following manner.
    - (a) First installment shall be payable within a period of thirty days from the date of grant of license.
    - (b) Balance 90% in nine (9) equal six monthly installments alongwith interest at the rate of 12% per annum on the unpaid portion of the amount worked out at the tentative rate of Rs. ~~260.78~~ lacs per gross acre. However, at the time of grant of occupation certificate nothing shall be due on account of EDC.
  - (ii) The EDC rates for Gurgaon Manesar Urban Complex Development Plan 2021 plans are under review and are likely to be finalized soon there is likelihood of substantial increase in EDC rates. In the event of increase in EDC rates, the colonizers shall pay the enhanced rates of EDC and interest on the installments, if any, from the date of grant of license and shall furnish additional bank guarantees, if any, on the enhanced EDC.
  - (iii) For grant of completion certificate, the payment of external development charges shall be pre-requisite along with valid license and bank guarantee.
  - (iv) The unpaid amount of external development charges would carry an interest at a rate of 12% per annum (simple) and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.
  - (v) In case HUDA executes external development works before final payment of EDC, the Director shall be empowered to call upon the licensee/owner to pay the balance amount of EDC in lumpsum even before the completion of the license period and the owner shall be bound to make the payment within the period so specified.
  - (b) Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.

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- (c) The owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the Owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam, then Director shall recover that cost from the Owner and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services", i.e. Haryana Vidhyut Parsaran Nigam/Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.
- (d) That the rates, schedule and terms and conditions of External Development Charges may be revised by the Director during the period of license as and when necessary and the Owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
- (e) That the Owner shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under Rule-16 of the Rules, unless earlier relieved of this responsibility.
- (f) That the Owner shall be individually as well as jointly be responsible for the development of commercial colony.
- (g) That the Owner shall complete the internal development works within one year of the grant of the licence.
- (h) That the Owner shall deposit Infrastructure Development Charges @ Rs. 1000/- per square meters of the gross area of the colony in two equal installments. The first installment of the Infrastructure Development Charges would be deposited by the Owner within sixty days from the date of grant of licence and the second installment within six months from the date of grant of the licence. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments..
- (i) That the Owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (j) That the Owner shall permit the Director, or any other officer authorized by him in his behalf to inspect the execution of the development works and the owner shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the licence granted.
- (k) That without prejudice to anything contained in this Agreement, all the provisions contained in the Act and the Rules shall be binding on the Owner.





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[See Rule 11(1)(h)]

**BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO  
SET UP A COMMERCIAL COLONY**

THIS AGREEMENT made on this 19<sup>th</sup> day of Nov, 2010, between M/s. Natureville Promoters Pvt. Ltd. in collaboration with M/s. Puri Construction Pvt. Ltd., having its registered office at W-82/A, Greater Kailash Part - II, New Delhi - 110 048 through its Director. Mr. T. S. Puri (hereinafter referred to as the "OWNER") of the one part and the Governor of Haryana acting through the Director, Town & 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 (hereinafter referred to as the "Rules") and the conditions laid down therein for the grant of licence, the owner shall enter into a Bilateral Agreement with the Director for carrying out and completion of development works in accordance with the licence finally granted for setting up of a Commercial Colony on the land measuring 3.356 acres falling in the revenue estate of Village Chauma in Sector 111, Tehsil & District Gurgaon, Haryana.

AND WHEREAS THE BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the owner :-

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**NOW THIS DEED OF BILATERAL AGREEMENT 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 hereto on the fulfillment of the conditions of this Bilateral Agreement, the owner, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the owner hereunder covenanted by him as follows:-
  - (i) That the owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereunder: \_
  - (ii) That the owner shall pay proportionate external development charges at the tentative rate of Rs. 2 ~~60.78~~ <sup>Rs. Two Crore Sixty Lacs, Seventy thousand</sup> lacs per gross acre for commercial colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lumpsum within thirty days from the date of grant of license or ten equal six monthly installments of 10% each in the following manner.
    - (a) First installment shall be payable within a period of thirty days from the date of grant of license.
    - (b) Balance 90% in nine (9) equal six monthly installments alongwith interest at the rate of 12% per annum on the unpaid portion of the amount worked out at the tentative rate of Rs. 2 ~~60.78~~ <sup>Rs. Two Crore Sixty Lacs, Seventy thousand</sup> lacs per gross acre. However, at the time of grant of occupation certificate nothing shall be due on account of EDC.
    - (c) The owner shall furnish Bank Guarantee equal to 25% of the amount worked out at the tentative rate of Rs. 25 lacs per gross acre for internal development works.
    - (iii) The EDC rates for Gurgaon Manesar Urban Complex Development Plan 2021 plans are under review and are likely to be finalized soon there is likelihood of substantial increase in EDC rates. In the event of increase in EDC rates, the colonizers shall pay the enhanced rates of EDC and interest on the installments, if any, from the date of grant of license and shall furnish additional bank guarantees, if any, on the enhanced EDC.
    - (iv) For grant of completion certificate, the payment of external development charges shall be pre-requisite along with valid license and bank guarantee.
    - (v) The unpaid amount of external development charges would carry an interest at a rate of 12% per annum (simple) and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

**DTCP (HR)**

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- (vi) That the Owner shall derive maximum net profit @ 15% of the total project cost of development of the above noted commercial colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus amount shall be deposited, within two months in the State Government Treasury by the Owner.
- (vii) The Owner shall submit the certificate to the Director within thirty days of the full and final completion of the project from a Chartered Accountant that the overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
- (viii) In case Haryana Urban Development Authority executes external development works before final payment of external development charges, the Director, shall be empowered to call upon the Owner to pay the balance amount of external development charges in lumpsum even before the completion of licence period and the Owner shall be bound to make the payment within the period so specified.
- (a) Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.
- (b) The Owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the Owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam, then Director shall recover that cost from the Owner and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. Haryana Vidhyut Parsaran Nigam/Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.
- (c) That the rates, schedule and terms and conditions of external development charges may be revised by the Director during the period of licence as and when necessary and Owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
- (d) That the Owner shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under Rule 16 of the Rules unless earlier relieved of this responsibility.
- (e) That the Owner shall be individually as well as jointly be responsible for the development of commercial colony.

- (f) That the Owner shall complete the internal development works within one year of the grant of the licence.
- (g) That the Owner shall deposit Infrastructure Development Charges @ Rs. 1000/- per square meters of the gross area of the colony in two equal installments. The first installment of the Infrastructure Development Charges would be deposited by the Owner within sixty days from the date of grant of licence and the second installment within six months from the date of grant of the licence. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.
- (h) That the Owner shall carry out, at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (i) That the Owner shall permit the Director, or any other officer authorized by him in his behalf to inspect the execution of the development works and the owner shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the licence granted.
- (j) That without prejudice to anything contained in this agreement, all provisions contained in the Act and the rules shall be binding on the Owner.
- (k) That the Owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by Haryana Urban Development Authority and the same is made functional.

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*[Signature]*  
**D. A. (HQ)**

- 2. Provided always and it is hereby agreed that if the Owner commits any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act or the Rules, then and in any such cases notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to the Owner.
- 3. Upon cancellation of the licence under Clause 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rule, 1976 as amended upto date, the Bank Guarantee in that event shall be forfeited in favour of the Director.
- 4. The stamp duty and registration charges on this deed shall be borne by the Owner.
- 5. After the layout plans and development in respect of the commercial colony have been completed by the Owner in accordance with the approved plans and specifications and completion certificate in respect thereof issued, the Director may, on an application in this behalf, from the Owner, release the Bank

**DTCP (HR)**

**CMD.**

*[Signature]*



Guarantee or part thereof, as the case may be provided that, the Bank Guarantee equivalent to 1/5<sup>th</sup> amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Colony for period of five years from the date of issuance of the completion certificate under Rule 16 or earlier in case the owner is relieved of the responsibility in this behalf by the Government. However, the Bank Guarantee regarding the external development charges shall be released by the Director in proportion to the payment of the external development charges received from the Owner.

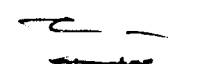
6. That anyother condition which the Director may think necessary in public interest can be imposed.
7. That the owner shall convey the 'Ultimate Power Load Requirement' of the project to the concern power utility, with a copy of director with in two month period from the date of grant of the license to enable provision of site within licensed land for transformer/switching/electric sub station as per the norms prescribed by the power utility in the zoning plan of the project.
8. The expression 'the owner' hereinbefore used shall include heirs, legal representatives, successors and permitted assignees.
9. That the owner shall pay labour cess as per the policy dated 25-02-2010.

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

**WITNESS**

1. Signature   
Name: M/s Naturevilla Promoters P. Ltd  
Date:   
Address: in collaboration M/s Puri Construction Pvt. Ltd through its  
authorized signatory  
(T. S. Puri)

2. Signature   
Name: Suresh Kumar  
Date: 07/0 DTCP Archd.  
Address: \_\_\_\_\_  
Director  
Town & Country Planning Haryana  
Chandigarh  
For and on behalf of the  
Government of India

  
Director  
Town & Country Planning