

2311

**IN THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW  
DELHI**

**O.A No. 68 OF 2022**

**IN THE MATTER OF:**

**Raman Sharma**

----- **Petitioner**

**v/s**

**State of Haryana and others**

----- **Respondents**

**INDEX**

| <b>Sr.<br/>No.</b> | <b>Particulars</b>  | <b>Page No.</b> |
|--------------------|---|-----------------|
| <b>1</b>           | <b>INDEX</b>  | <b>1</b>        |
| <b>2</b>           | <b>List of Documents</b>  | <b>2</b>        |
| <b>3</b>           | <b>Reply to Objections filed by Respondent No. 8 Malibu<br/>Estate Pvt Ltd Dated – 28-02-2025</b> | <b>3 to 10</b>  |
| <b>4</b>           | <b>Annexures</b>  | <b>11-63</b>    |
|                    | <b>Affidavit</b>  | <b>64-65</b>    |

**Place: Gurugram**

**Date : 28-02-2025**



**Raman Sharma  
Petitioner**

| <u>No</u> | <u>List of Documents</u>   | <u>Page no</u> |
|-----------|--|----------------|
| 1         | Reply on the <b>Objections</b> dated-02-12-2024 filed by Respondent No. 8 M/s Malibu Estate Pvt Ltd.   | <b>3 to 10</b> |
| 2         | <b>ANNEXURE – 1 – Copy of Policy for GRANT OF LICENSE and change of Land use cases.</b>  | 11 to 13       |
| 3         | <b>ANNEXURE – 2 – Application of water connection for Commercial site.</b>   | 14 to 15       |
| 4         | <b>ANNEXURE – 3 – Revalidation of water connection for Commercial site.</b>  | 16             |
| 5         | <b>ANNEXURE – 4 – Application for storm water connection for Commercial site.</b>  | 17             |
| 6         | <b>ANNEXURE – 5 – Estimates for providing water supply, Sewage, Storm Water, Horticulture, Roads and Street Lighting for ADDITIONAL Area 24.681 Acres.</b> | 18 to 27       |
| 7         | <b>ANNEXURE – 6 – SALE DEED of Commercial Plot Dated-29-05-2008 for area 2.52 Acres.</b>   | 28 to 41       |
| 8         | <b>ANNEXURE – 7 – Conveyance Deed Dated 11-10-2010 of 0.203 Acres.</b>   | 42 to 50       |
| <u>9</u>  | <b>ANNEXURE – 8 – Approval of Service Plan Estimates of commercial plot area measuring 3.465 Acres Dated – 25-04-2014.</b>                                 | 51 to 59       |
| <u>10</u> | <b>Annexure – 9 – Occupation Certificate of Dispensary Building</b>  | 60             |
| <u>11</u> | <b>Annexure – 10 – Occupation Certificate of High School with 30351.375 Sqm area for construction.</b>   | 61 to 62       |
| <u>12</u> | <b>Annexure – 11 – Fact about the ownership of Dispensary building.</b>  | 63             |
| <u>13</u> | <b>AFFIDAVIT</b>   | 64-65          |

**IN THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW DELHI**  
**OA No. 68 OF 2022**

IN THE MATTER OF:

Raman Sharma

----- Petitioner

v/s

State of Haryana and others

----- Respondents

1. That the Hon'ble Tribunal issued necessary directions to Respondent no. 4 and 8 on 21.01.2025, which are extremely relevant to **OA No. 68 OF 2022**. It is prime responsibility of the Petitioner Raman Sharma to assist the Hon'ble Tribunal in just and proper adjudication of the questions involved in the case.
2. That the Complainant kindly be allowed to submit the facts and established law, Practice adopted & procedures adopted for the grant of Licenses by the Respondent no. 4 i.e DTCP, Haryana and permissible FAR to control the **total built-up area of the project, unapproved construction, Open space available, Green area of project, Pollution load as on date, total revised area from License granted till 1997**. The construction project namely Malibu Towne is a single project and Respondent no. 4 must have calculated total built-up while grant of License no. 15 of 2008. Total built-up area of 204.796 Acres on 31-01-2008 of the township. Total balance construction in SQM after 31-01-2008 of the township.
3. That the Hon'ble Tribunal directed the Respondent no. 4 i.e Director, Town and Country Planning, Haryana and Respondent no. 8 i.e Malibu Estate Pvt Ltd were directed to file own affidavit in respect of the following aspects which were :-
  - (i) **whether land measuring 24.681 acres was part and parcel of any of the earlier licenses granted during the period 1992-1997 before issuance of EIA Notification dated 14.09.2006- if so details of the license in which land measuring 24.681 acres was included may be mentioned;**

FACT – The reply of Respondent no. 4 and Respondent no. 8 is correct. The land measuring 24.681 acres of License no. 15 of 2008 were at 9 different locations. The coloured drawing is already placed on page no. 1528.

A. The License no. 15 of 2008 was additional License as document annexed as **Annexure – 1 – Copy of Policy for GRANT OF LICENSE** and change of Land use cases issued by the FCTCP, Haryana to Respondent no. 4 confirming that for fresh License minimum 100 Acres land is required. The document annexed at page no. 2188 confirms that application for additional license was submitted by Respondent no. 8.

(ii) **what was the stipulated period within which the residential colonies covered under the above said licenses granted during the period 1992 – 1997 were to be completed;**

**FACT – TWO YEARS** was the stipulated period within which the residential colonies covered under the above said licenses granted during the period 1992 – 1997 were to be completed – The sub section (2) of section 12 of the Haryana Development and Regulation of Urban Areas Rules, 1976, "**section 12. Grant of licence [Section 3 (3) and (4)].— (2) The licence granted under sub-rule 1) shall be valid for a period of two years from the date of its grant during which period all development works in the colony shall be completed and certificate of completion obtained from the Director as provided in rule 16.**"

And, "**section 13. Application for renewal of licence [Section 3(4)].— In case a colonizer fails to complete the development works within the period specified in sub-rule (2) the rule 12 for the reasons beyond his control**, he may apply to the Director for the renewal of licence in form LC VI at least thirty days before the expiry of the licence and the said application shall be accompanied by" :-

- A. The documents submitted before the Hon'ble National Green Tribunal at Page no. 1943, 894 to 896, 902, 926, 939 to 951, 1018 to 1025 are documentary evidence confirming defective, insufficient and incomplete services causing violation of all part completion certificates by Respondent no. 8.
- B. The respondent no. 4 has neither confirmed the completion of services as per **approved service plan estimates** nor issued the COMPLETION CERTIFICATE till date for successful placement of services.
- C. The copy of letter Memo no. DTP(G)/2024/10121 Dated-07-11-2024 issued by the DTP(P), Gurugram to Sr. Town Planner, Gurugram annexed on Page no. 1943 confirming serious violations and defects in services.

- D. Each Part completion certificates contains conditions for the **stipulated period** within which the residential colonies covered under the above said licenses granted during the period 1992 – 1997 were to be completed.
- E. That the DTCP, Haryana i.e Respondent no. 4 has admitted under point no. 5 of the reply dated - 25-02-2025 on page no. 2136 that licenses were granted for 2 years.
- F. That the DTCP, Haryana i.e Respondent no. 4 has ignored the provisions placed under **section 13 of** the Haryana Development and Regulation of Urban Areas Rules, 1976, **“Application for renewal of license [Section 3(4)]”** under point no.11(ii) of the reply dated - 25-02-2025 on page no. 2140 that licenses were granted for 2 years.
- G. That the DTCP, Haryana i.e Respondent no. 4 denied Completion Certificate (page no. 1499, 1507, 1513, 1516, to 1518) to Respondent no. 8 five times and still Layout Plan is not approved.

**(iii) whether residential colonies covered under the above said licenses granted during the period 1992 – 1997 had been completed before grant of license no. 15 of 2008- if not what is the extended completion period of the residential colony not so completed;**

**FACT** – NO, the residential colonies covered under the above said licenses granted during the period 1992 – 1997 not completed before grant of license no. 15 of 2008. It is pertinent to mention that all PART COMPLETION CERTIFICATES were issued for DEVELOPMENT WORKS like water supply, sewage disposal mechanism, storm water drainage, roads, horticulture and electrification. This is admitted by Respondent no. 8 on page no. 2201 under sub point 3.4. The expansion of Construction Project Malibu Towne from 1993 to 1997 was done by adding land in tune of 97 Acres approximately and population was increased more than double but AUGMENTATION was not done which is also mentioned in the approved Service Plan Estimates annexed as **ANNEXURE – 5**. The sub section (ii), (iii), (iv), (v), (vi), (vii), (viii), (x), (xi), (xii), (xiii) of Section 2 of Part Completion Certificate annexed at page no. 1486 itself is evidence of non completion of services.

- A. That **water supply scheme** was not completed as documents annexed as ANNEXURE – 2, ANNEXURE – 3, ANNEXURE – 5, ANNEXURE – 8 and documents annexed at page no. 902, 936 to 951, 1018 to 1025, 1029 to 1032 confirms that Service Plans were not approved, water supply

infrastructure was not laid. The area affected was Group housing, commercial plots, Community Buildings, some floors and plots.

- B. That SEWAGE and STORM WATER disposal system was not placed till 2012. The documents annexed at page no. 1932, 1933, 894 (point no. 2(iii) & 2 (vi), 1486, 1495, 1937, 1943, 1947, 1950, 1977, 1018, 1020, 1021, 1022, 1024, 1030 and **ANNEXURE – 5** are sufficient documentary evidence to prove that there was no sewage disposal system was placed, hence condition of all Part Completion Certificates were violated.
- C. That the **Roads** of the Construction Project Malibu Towne is still not completed. The documents annexed at page no. 1943 is glaring evidence and raising serious objections on the Part Completion Certificates. The shifting of sites from one license land to other license land is also a point to raise question mark on Part Completion Certificates. All Layout
- D. That few FIRs were registered by the DTP (E), Gurugram against Director, Malibu Estate Pvt Ltd is more than sufficient evidence to understand the conditions under which Part Completion Certificates were issued.
- E. That Director, Malibu Estate Pvt Ltd submitted application for the grant of Additional License which is placed at page no. 2188.
- F. That without approval of Service Plan Estimates no one can issue Part Completion Certificate. The documents annexed at page no. 902 and 1030 confirming that Service Plan Estimates of Group Housing and Commercial area were neither submitted nor approved till 2014.
- G. That the DTCP, Haryana i.e Respondent no. 4 and Respondent no. 8 failed to give the dates of the approval of Service Plan Estimates of Group Housing and Commercial area.
- (iv) whether respondent no. 8 filed separate applications for modification of layout plan/zoning plan of residential colonies covered by separate licenses alongwith separate modified layout plan/zoning plan or filed joint application with composite layout plan and zoning plan compositely modifying all layout plans/zoning plans in respect of all the residential colonies covered by licenses granted during the period 1992-1997 alongwith residential colony covered by license no. 15 of 2008;**
- FACT – YES,** respondent no. 8 filed separate applications for modification of layout plan/zoning plan of residential colonies covered by separate licenses alongwith separate modified layout plan/zoning plan or filed joint application with composite layout plan and zoning plan compositely

modifying all layout plans/zoning plans in respect of all the residential colonies covered by licenses granted during the period 1992-1997 alongwith residential colony covered by license no. 15 of 2008.

- A. That the documents attached at page no. 921, 928, 1018, 1020, 1495, 1498, 1499, 1502, 1525 to 1537, 1943, 1945, 1947, 1950, 1997 and Annexure– 7 – **Conveyance Deed Dated 11-10-2010 of 0.203 Acres read with both the Layout Plan annexed with the Affidavit submitted by the respondent no. 4 on 24-02-2025** are confirmation of modification of joint application with composite layout plan and zoning plan compositely modifying all layout plans/zoning plans in respect of all the residential colonies covered by licenses granted during the period 1992-1997 alongwith residential colony covered by license no. 15 of 2008.
- B. That there is no separate Layout Plan, Demarcation Plan and Zoning Plan was approved. The area marked as RED in zoning plan just to identify the additional land of license no. 15 of 2008 merging in to the land covered by licenses granted during the period 1992-1997.
- C. The modification was applied by Respondent no. 8 after 2004 was done in 2008, 2015, 2016, 2019 and 2024 in writing after addition of land, shifting of sites and change in plans with permission from Respondent no. 4 i.e DTCP, Haryana. The modification was done without any permission from the Respondent no. 4 i.e DTCP, Haryana by Respondent no. 8.

**(v) what is the land area of the respective residential colonies developed and what is the built up area of the buildings/constructed projects covered by licenses granted during the period 1992-1997 and license no. 15 of 2008 respectively;**

**FACT-** That 107. 682 Acres were taken through Principal License no. 71-75 of 1992. Thereafter additional land measuring 72.43 Acres was added from 1993 to 1997 to total land measuring **180.116** Acres. In the year through License no 15 of 2008 was granted with land parcel of 24.67 Acres and total area raised to 204. 796 Acres after last addition.

- A. That only 55% of 204. 796 Acres of land was allowed to sell and 45% land was non-saleable area reserved for Green area and open space which is explained in Layout Plan and Demarcation Plan. Total Land schedule was also explained for Built-up area by Respondent no. 8 and same was admitted by Respondent no. 4. The unapproved construction is not shown by any of the Respondents.

B. That Land schedule of saleable area was recorded as under–

|   |                          |
|---|--------------------------|
| Total land under Plots and Nursing home | – 96.668 Acres - 47.208% |
| Total land under Commercial area        | - 07.70 Acres - 03.76%   |
| Total land under Group Housing          | - 11.89 Acres – 05.805%  |
| Total land under Community Buildings    | - 15.28 Acres - 07.46%   |
| -----                                   |                          |
| 131.538 Acres – 64.228%                 |                          |
| -----                                   |                          |

- C. That plots sold in size variation was taken only above the size of 840 sqm (Page. 1521) and total area has come to 5.425 Acres (2.648) which comes to 131.538 + 5.425 = 136.96 Acres (**66.876**). This area is sold by Respondent no. 8 by breaching the upper limit of 55% and same was reported to Licencing authority i.e DTCP, Haryana and all his subordinate offices.
- D. The **area under parks** is approved by Respondent no. 4 i.e DTCP, Haryana on the application of Respondent no. 8 is **24. 30 Acres in Annexure - 5**.
- E. That balance construction of was carry forward of all community buildings, Group housing, Commercial buildings and also various sites were shifted from one license land to other license land. All Community buildings were constructed by Respondent no. 8 as per the provision of sub section (vii), (x) of Section 2 of Part Completion Certificate annexed at page no. 1486.
- F. That built up area was planned by Respondent no. 8 and approved by Respondent no. 4.

**(vi) whether respondent no. 8 took all licenses for townships and area development project/residential colonies for sale of plot by it on which the buildings were to be constructed by the purchasers- if so what is the respective township/development project area developed by respondent no. 8;**

**FACT** – That it is correct, respondent no. 8 took all licenses for townships and area development project/residential colonies for sale of plot by it on which the buildings were to be constructed by the purchasers. The respondent no. 8 was tied with the condition by DTCP, Haryana to obtain NOC/Environment clearance, which was not taken and development works were carried out in violation. The whole 204.796 Acres were

developed by respondent no. 8. It is pertinent to mention that approximately 67% land was sold by respondent no. 8 and allowed undeclared built-up area which is not placed before the Hon'ble Tribunal. The licenses for this project were granted for construction only and license no. 15 of 2008 was taken for construction purpose only.

**(vii)** whether respondent no. 8 took any of the licenses for building or construction projects for sale of building/constructed projects by it for occupation by the purchasers- if so what is the built up area of the buildings/projects constructed by respondent no. 8; and

FACT – That building plans of all components were approved on the name of Malibu Estate Pvt Ltd. All building plans of 16 nos of Community Buildings were approved and sent on the address of Malibu Estate Pvt Ltd. Occupation Certificate of Dispensary Building attached as Annexure – 9 which is also sent on the address of Malibu Estate Pvt Ltd.

**(viii)** Whether any building or constructed project under license no. 15 of 2008 exceeds exempted built up/constructed project area and due to being within the ambit of EIA Notification dated 14.09.2006 required EC and whether EC has been obtained for the same or not;

FACT – That OCCUPATION CERTIFICATE issued in 2017 to Group Housing annexed at **page no. 897** contains 31061.622 SQM built up area. The reconstruction of **dispensary building** after demolition has exceeded exempted limit of built up area. The unapproved construction of Club building has further exceeded exempted limit of built up area.

A. The **Annexure – 10** – Occupation Certificate of **High School** establish the permission was granted for the construction of 30351.375 Sqm area. This has also exceeded exempted limit of built up area.

B. The **Annexure – 11** – Fact about the ownership of Dispensary building was not placed before the Hon'ble Tribunal by the Respondent no. 8 i.e Malibu Estate Pvt Ltd on the ownership of **Dispensary building** on **19-09-2018** when Occupation Certificate was issued. Later the ownership was transferred to Jagdish Chand Chaudhary on 23-10-2019 and building was demolished in 2020 with prior permission from the DTCP, Haryana. Respondent no. 8 deliberately hid this fact from Hon'ble Tribunal.

C. The Four commercial buildings were construction after 2006. Out of two commercial buildings obtained Environment clearance. This fact was

accepted by Respondent no. 8 i.e Malibu Estate Pvt Ltd before Hon'ble Tribunal in writing.

- D. All community buildings were constructed and reconstructed after violation of building plans with additions and modifications only after 2017 and Club is running without valid Occupation Certificate.

It is prayed to accept the reply with all contents mentioned alongwith documents annexed.

With Regards



Raman Sharma

Complainant of OA-68-2022

Raman Sharma Vs State of Haryana

**ANNEXURE – 1 – Copy of Policy for GRANT OF LICENSE and change of Land use cases.**

From

Financial Commissioner and Principal Secretary to Govt Haryana,  
Town and Country Planning Department.

To

The Director  
Town and Country Planning,  
Haryana, Chandigarh.

Memo No. 7/16/2006-2TCP

Dated:- 19.12.2006

**Subject:- Policy for grant of license and change of land use cases.**

--

After careful consideration of the matter the Governor of Haryana is pleased to convey the policy parameters relating to the grant of licence and permission for change of land use as under :-

1) Competent Authority to grant of licenses:- The licenses shall be granted/refused by the DTCP with prior internal concurrence of the State Government at Minister's Level. The State Government will however, exercise appellate powers under the Act.

2) Conformity of the Site of the colony to Development Plan/Sector Plan and minimum area of the colony for grant of license:- The location of the site should be in conformity with the Development Plan proposals in terms of prescribed land use. The site should also conform to the Sector Plan. In order to achieve the objectives of the Act No. 8 of 1975 and to regulate the development of urbanized sector in an harmonious manner, the following minimum area norms for different zones for granting licences outside the Municipal Council limits of town and outside Municipal Corporation limits of Faridabad are hereby laid down as under: -

**(Area Norms)**

| Category                   | Hyper Potential Zone                                     | High Potential Zone                                      | Medium Potential Zone | Low Potential Zone (Rest of State) |
|----------------------------|--|--|-----------------------|------------------------------------|
| <b>Residential Plotted</b> | 100 acres  | 100 acres  | 50 acres              | 25 acres                           |
| <b>Group Housing</b>       | 10 acres independent, 5 acres as part of plotted colony. | 10 acres independent, 5 acres as part of plotted colony. | 5 acres               | 5 acres                            |
| <b>Commercial</b>          | 2 to 4 acres   | 2 to 4 acres   | 2 to 4 acres          | 1 to 2 acres                       |
| <b>Cyber Park</b>          | 5 to 15 acres  | 5 to 15 acres  | 5 to 15 acres         | 5 to 15 acres                      |
| <b>Cyber City</b>          | 50 acres   | 50 acres   | 50 acres              | 50 acres                           |

Industrial – No minimum area norms has been fixed.

3) Reservation of area for group housing:- In a particular sector the area under group housing should not exceed 20% of the sector area.

4) Licences to Cooperative Housing Societies:- Whereas, the Government had discontinued the issuance of licence to Cooperative Housing Societies in High and Medium Potential Zones due to the unhappy experience, the licences to such Societies in Low Potential Zones were being considered. After careful consideration it has been decided to discontinue this policy and not to grant licences to the Cooperative Housing Societies even in Low Potential Zones. Such Societies will however, be allotted developed land by HUDA for construction of Group Housing projects.

5) Land Acquisition and Licensing:- Where applicants/land owners have applied for license before the issue of acquisition notification under section 4 of the Land Acquisition Act, 1894, release of land could be considered on individual merits of each case.

6) Development of Pockets:- Approach should be based on sectoral development. Wherever, small pockets are left out within a licensed area or on the fringes of a colony which the colonizer is not able to acquire through negotiation such pockets may be acquired by HUDA in the interest of planned and harmonious development. In case, HUDA is in a position and willing to undertake development on its own then these pockets should be development by HUDA otherwise in the interest of compact development of the colony, the pockets should be allowed to be developed by the colonizer. However, such area shall not be more than 10% of the licensed area.

7) Change of land use:- The change of land use (CLU) applications will be considered in conformity with the land use proposals of the Development Plans and in accordance with the zoning regulations and disposed off at the level of Director, Town and Country Planning where the Development Plans are published. However, where the Development Plans are not published decision shall be taken at the level of Government. All the cases of grant of CLU for Petrol Pumps will be referred to the Government for approval.

**Classification of Controlled Areas/Urban Areas in to potential zones.**

Keeping in view the present potential, the classification of the controlled areas into different zones will be as under:-

1. Controlled areas in hyper potential zone:- Controlled areas declared under section 4 (1)(a) around municipal town, Gurgaon.
2. Controlled areas in high potential zone:-

- a. All the controlled areas in Gurgaon District notified under provision of section 4(1)(b) including controlled areas declared around Sohna town.
  - b. Controlled areas around Faridabad-Ballabgarh complex.
  - c. Controlled areas of Sonapat-Kundli Multifunctional Urban Complex, Panipat.
  - d. Periphery controlled area of Panchkula.
3. Controlled areas in medium potential zone:-
- a. Controlled areas of Karnal, Kurukshetra, Ambala City, Ambala Cantt., Yamuna Nagar-Jagadhari, Bahadurgarh, Hisar, Rohtak, Rewari-Bawal, Dharuhera Complex, Ganaur, Oil Refinery Panipat (Beholi).
  - b. Controlled area declared under section 4(1)(b) in Faridabad Distt. and also including around towns like Palwal and Hodel.
4. Controlled areas in low potential zone:-
- a. All the other controlled areas declared in the State.

**NOTE:** Above mentioned classification will also be applicable uniformly for the urban areas to bring parity and unambiguity.

Director, Town and Country Planning, Haryana may ensure that these policy parameters are adhered to while dealing with the cases of grant of licence/permission of change of land use. This policy will come into effect from 7<sup>th</sup> June, 2005.

Sd/-

Superintendent,

For: Financial Commissioner and Principal Secretary to Govt.  
Haryana, Town and Country Planning Department.

CC :

P.S. to FCTCP for the kind information of Worthy FCTCP.

## ANNEXURE – 2 – Application of water connection for Commercial site.

OFFICE OF THE EXECUTIVE ENGINEER, HUDA DIV. NO. III, GURGAON 20

To

M/S ENDURE REALTY PVT. LTD  
001, Ground Floor, Solitaire Plaza  
M.G road Gurgaon, Haryana

Memo. No. 31171-72

Dated: 07-11-14

Sub: - Apply for water Connection at our commercial site i.e ENDURE REALTY PVT LTD  
(GOOD EARTH CITY CENTRE) In Sector 50, Malibu Town Gurgaon.

Ref: - Your application dated 09.08.14

It is intimated that as per your application for water connection to above premises to connect your intake system of boosting /water works through 50mm i/d pipe line at one point mentioned in approved plan is hereby authorized subject to the following condition:-

- 1 The connection will be given only from HUDA existing water supply line available on periphery. Further intake and boosting arrangement will be made by the colonizers at their own expenses.
- 2 The connection is hereby authorized for supply of bulk water supply in UGT only and further arrangement for water supply to individual unit will be made by the colonizers at their own cost as per approved system.
- 3 The water bill will be raised in your favour by SDE- IX o/o E.E. HUDA Div. No. III, Gurgaon or his Sub Divisional Engineer and you will be whole responsible for the full payment regularly within stipulated period.
- 4 The sum of Rs 70000/- ( 20,000/- as water connection Fees and Rs 50000/- lacs as security charges has been deposited vide DD No 002781 dated 05.11.14 from HD:FC bank.
- 5 Road cut fees as applicable will be deposited by the colonizers.
- 6 The connection will be made by the colonizers at their own expenses without disturbing the master W/S system in presence of representative of HUDA Deptt. During making connection, if any damage to HUDA service is occurred, the colonizers will be whole responsible for repair the same in good condition. If the colonizer is failed to repair, repair shall be carried by the Deptt. and expenditure involved on this account shall be paid by the colonizers otherwise the connection shall be cancelled and disconnected.
- 7 Water connection should not be already made at site before issuing the permission failing which you will have to pay the penalty imposed and previous bills; otherwise the connection will be disconnected without serving any notice.
- 8 The connection cannot be extended to any other person / plot/ area failing cut the colony for which the completion certificate issued by the Deptt and connection released.
- 9 The electronic water meter of reputed make shall be purchased by the colonizer at their own level and got tested from approved lab/ Institution under intimation to this Department and after OK testing the electronic water meter and its report shall have to be submitted to the S.D.E - IX o/o E.E. - III of HUDA for obtaining its clearance to install at site duly sealed by the Department in the presence of representative of Deptt. Installation of self recording electronic water meter and its good performances would be ensured by the colonizers.
- 10 Installation of water meter should be in direct approach and be visible to the official deputed for taking / recording reading shown by the water meter.
- 11 Information regarding the installation of water meter shall be given to the SDE - IX in writing and installation of water meter shall be considered from the date of receipt of written information by the HUDA.
- 12 All the amount on account of released water connection shall have to be deposited within 30 days, if has not been deposited with submission connection file, failing which the sanction will be considered as cancelled.
- 13 The entire amount should be deposited with Executive Engineer, HUDA Div. No. III, Gurgaon.

CSE

7/11/14

2  
2  
07/11/14

- 21
- 14 The land cost, Development charges/ Mtc. charges for such colonies shall be liable as per the policy / as fixed and decided by the HUDA time to time shall be bound for payment of the same well in time.
  - 15 The Mtc. of intake pipes and specials repair shall be the colonizers responsibility at his own cost.
  - 16 The water shall be given at the ground level and HUDA will not responsible the low pressure.
  - 17 The water connection will be utilized and limited for facilities to the land/ area in possession only for which the connection has been released.
  - 18 For any dispute, in the connection with the release of water connection, Mtc and disconnection with the said water connection the matter shall be referred by any of the two parties to the concerned Superintending Engineer, HUDA Circle of the area where the land/ colony is situated and his decision in the matter shall be final and legally binding on both the parties.
  - 19 Colonizer will inform about increase / decrease of discharge if any in advance.
  - 20 SDE will verify discharge monthly and water bill shall be raised monthly and monthly payment shall be made by the colonizers.
  - 21 In absence of Installation of water meter, checking of actual assessment of discharge and verification of the consumption of water shall be made jointly by the representative Deptt and colonizers bases on discharge of pie and working hours of plants as per entries recorded in log book and the water bills so prepared shall be binding upon the colonizers for the payment and in case of going water meter out of order, the assessment of discharge and consumption of water shall be made on the basis of average reading of water meter given during previous two months till the replacement water meter in good performance. If the defective water meter is not replaced within two months the connection shall be disconnected without serving any notice.
  - 22 No Booster/ Suction will be installed directly on the line carrying from HUDA mains and no other connection will be made from the connection main to water storage tank and in case, it is ever found the water connection shall be disconnected without any notice, by the Executive Engineer concerned/SDE.
  - 23 HUDA will be the liberty to revise the rates of water charges and colonizers will be liable to pay the revised charges as and when decided by HUDA.
  - 24 You may ensure that the connection may be connected at the earliest possible under intimation of the Deptt and in the presence of Department representative.
  - 25 You may ensure that the connection may be connected within six months from the date of issuing of this letter , after expiry of the date there will be fresh file for water connection will be submitted.

Endst. No.

A copy of the above is forwarded to the Sub Divisional Engineer, HUDA Sub Div No. IX Gurgaon for information. This is in continuation of this office memo no 30828 dated 03.11.14

EXECUTIVE ENGINEER,  
HUDA DIV, NO III  
GURGAON  
Dated 07/11/14

EXECUTIVE ENGINEER,  
HUDA DIV, NO III  
GURGAON  
07/11/14

ANNEXURE – 3 – Revalidation of water connection for Commercial site.

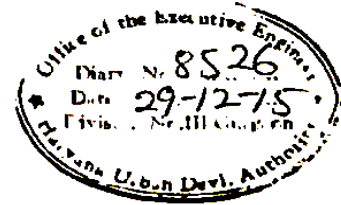
**ENDURE**

Endure Realty Private Limited

HDM / JME  
35

Date-29.12.2015

To,  
The Executive Engineer,  
Haryana Urban Development Authority,  
Division - III,  
Gurgaon, Haryana



Subject: Revalidation of Water Supply Connection for our commercial site i.e. Endure Realty Private Limited (Good Earth City Centre) in Sector-50, Mailbu Towne, Sohna Road, Gurgaon.

Ref: Your office Memo no. 8387 dated 12.05.2015

Dear Sir,

The water supply connection for the subject cited commercial site - Good Earth City Centre for Endure realty Private Limited was sanctioned vide your office Memo no. 31171 dated 07.11.2014.

However; the connection was cancelled / withdrawn vide your office memo no. 8387 dated 12.05.2015.

Further this is to inform you that the said commercial site is almost occupied by the property owners and water is required for domestic use for the occupants; who are facing great difficulties for want of domestic water supply.

Hence, it is requested that the said commercial site's water supply connection may please be regularized so that the difficulties being faced by the occupants can be resolved.

An early action in this regard will be highly appreciated.

Thanking You,

Yours truly  
for Endure Realty Private Limited

(Authorized Signatory)

Endst No. 22062 Dt. 29.12.15  
A copy of the above is forwarded to  
SDE-9, HUDA Gurgaon, for  
information and report immediately

Executive Engineer  
HUDA Div. No.3  
Gurgaon

Unit no. 001, Ground Floor, Solitaire Plaza  
M.G. Road, Gurgaon, Haryana  
Telephone 0124-4720000-100  
Fax no. 0124-4720142

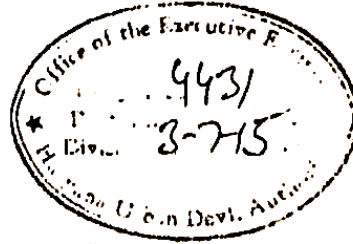
Endure Realty Pvt. Ltd.  
41-A, Ring Road, Lajpat Nagar-IV  
New Delhi-110024  
CIN-U70109DL2006PTC152564

## ANNEXURE – 4 – Application for storm water connection for Commercial site.

OFFICE OF THE SUB DIVISIONAL ENGINEER, HUDA, SUB DIVISION NO. XVIII, GURGAON

F.R.  
D.S.  
H D/M  
S.O.  
EE

30/6/15 Ref: -

M/s Endure Realty Private Limited,  
Unit No. 001, Ground Floor,  
Solitaire Plaza, M.G. Road,  
Gurgaon.

Memo No.

Dated:

Sub: - Apply for Storm Water Connection in HUDA line at our commercial site Endure Realty (P) Ltd. (Good Earth City Centre) in Sec-50, Malibu Town, Gurgaon.

Kindly refer to Executive Engineer, HUDA, Div. No. VI, Gurgaon endst. No. 6674 dt. 15.06.2015 &amp; 6625 dt. 12.06.2015 &amp; SDE-XI, HUDA, Gurgaon office endst. No. 1160 dt. 17.06.2015.

It is reported by Sh. Balraj, J.E that you have made water connection on dt. 13.05.2015 without taking any road cut permission. Hence you have violated the HUDA rules. As you are well aware that the Executive Engineer, Div. No. 3, HUDA, Gurgaon has already cancelled/withdrawn your water connection permission vide letter no. 8387 dt. 12.05.2015. It is mandatory to seek permission for road cut from competent authority & the same has not been taken therefore a penalty of Rs. 50,000/- (Fifty thousand only) has been imposed on account of violation of rules. It is requested to deposit the amount within 7 days after issue of this letter otherwise action as deem fit shall be initiated.

TREAT IT AS MOST URGENT

Sub Divisional Engineer,  
HUDA, Sub Div. No. XVIII,  
Gurgaon

Endst. No. 989

Dated 29/6/15

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

1. The Superintending Engineer, HUDA, CIRCLE-I & The Superintending Engineer, HUDA, CIRCLE-II, Gurgaon.
2. The Executive Engineer Div. 3, HUDA, Gurgaon & The Executive Engineer Div. 6, HUDA, Gurgaon.
3. The SDE-IX, HUDA, Gurgaon.

Sub Divisional Engineer,  
HUDA, Sub Division XVIII,  
Gurgaon

ANNEXURE – 5 – Estimates for providing water supply, Sewage, Storm Water, Horticulture, Roads and Street Lighting for ADDITIONAL Area 24.681 Acres.

182

ESTIMATE FOR PROVIDING WATER SUPPLY,  
SEWERAGE, STORM WATER DRAINAGE,  
HORTICULTURE, ROADS AND STREET LIGHTING  
FOR ADDITIONAL AREA (24.681 ACRES) IN  
MALIBU TOWN RESIDENTIAL COLONY IN SECTOR  
47 & 50 GURGAON.

A/C - ~~709.00~~ LACS  
937.70

133

Estimate for providing water supply, sewerage, storm water drainage, horticulture, roads and street lighting for additional area (24.681 Acres) in Malibu Town Residential Colony in sector 47 & 50 Gurgaon.

### REPORT

Gurgaon town is an important town of Haryana state situated on Delhi – Jaipur National Highway No. 8, at a distance of 30 Kms. from Delhi. Being in the National capital region, the town has fast developing tendency & potential. Further, it has also started sharing the growing Industrial load of Delhi & Faridabad. In order to relieve the growing pressure of population in Delhi, it has been decided by the Haryana Govt. to establish various sectors in Gurgaon. Keeping in view the above facts, a residential colony namely Malibu Town having a net area  $(180.115 + 24.681) = 204.796$  acres in sector 47 & 50 at Gurgaon, has already been approved by Haryana Government vis-à-vis Licences No. 71 to 75 of 1992 dated 28.10.92, 4 to 8 of 1993 dated 18.3.93, No. 15 to 19 of 1994 dt. 08.12.94, No. 4 to 8 of 1995 dt. 15.11.95, No. 36 to 46 of 1997 dt. 21.07.97 & No. 15 of 2008 dt. 31.01.08. It has been proposed to utilise the existing overhead under ground tank for storage purpose. The under ground tank will be filled up through the HUDA Canal water mains and tube wells. The water will be pumped to the overhead tank. The water supply system has been designed as per Hazen Williams formula and the occupation certificate has been received from the DTCP, Haryana. Now it has been proposed to develop additional area of 24.681 acres in the above town as per layout plan approved by DTCP, Hr, Chandigarh.

#### 1. WATER SUPPLY

- i) SOURCE: The source of water supply in this area is based on tube wells and HUDA Canal water as the underground water is sweet and fit for human consumption. Provision for required no. of tube wells have been made in this estimate. 6 Nos. tube wells have already been installed at site in the main scheme and one more tube wells has been proposed for the additional plots/area and the 180.115 acres area of the scheme has already been developed. (The average yield of tube wells with appx. 60' to 80' strainer will be about 18 KL per hour.

- ii) DESIGN: The scheme has been designed for population of 17586 persons considering 13.50 persons per plot for main and 9 persons per plot for EWS plot as per the layout plan approved by the DTCP, Chandigarh. The rate of water supply/head/day has been taken as 172.5 liters for domestic use.
- In addition to above necessary provision of water for area under open spaces and green belts @ 25 KL per acre has also been included.
- iii) TUBEWELLS/PUMPS CHAMBERS & PUMPING MACHINERY:  
6 Nos. tube wells against the main scheme has been drilled and installed at site. Provision for one more tube wells has been made in the estimate. Further tube wells will be drilled as the demand develops till the scheme is handed over to the department or till the water supply from Canal filtration scheme is provided by HUDA.
- iv) OVER HEAD SERVICE RESERVOIR:  
The capacity required to meet 6 hours peak demand is 950 KL. But provision for 600 KL capacity has already been constructed at site. The balance 350 KL capacity has been added to the capacity of underground tank. Therefore no additional provision of OHSR has been made.
- v) UNDER GROUND TANK of 8 hours duration for the existing colony and additional area works out to 2050 KL for domestic use. An U.G. tank of 1250 KL capacity has already been constructed at site. Therefore additional provision for U.G. tank of 800 KL has been made in the estimate.
- vi) DISTRIBUTION SYSTEM: The distribution system for this development area has been designed @ 13.5 persons per plot with water supply @ 172.5 liter/per Head/day @ 2.5 times the average rate of flow on 'Hazen William' formula with C-100. Necessary provision for laying of C.I pipe line up to 150 mm I/d confirming to relevant ISI standards along with valves and specials has been made in this estimate.

135

## 2 SEWERAGE:

This colony possesses good slopes, sewerage network naturally slopes towards the north providing self-cleaning velocities without any deep excavation. It would thus be possible to connect the internal sewers in the plans with the city main sewer proposed on the development plan laid in close proximity of the last manhole, without any pumping being involved.

The internal sewer lines have also been designed for three times; average D.W.F. in relation to water supply demand. It has been assumed that about 75% of the domestic water supply shall find its way in to the proposed sewer. The entire S.W. pipes, sewer has been designed to run half full.

Necessary design statement for additional area for internal sewerage system has been prepared and attached with estimate. The sewers from the additional area will join in the existing sewer of a point and HUDA sewer where there is sufficient depth to connect these sewers of additional areas. All the sewers have been designed on 2.5 ft./sec. Self cleaning velocity.

Necessary provision for laying of S.W. pipes sewer lines and manholes etc., has been made in this estimate.

## 3. STORM WATER DRAINAGE:

It has been proposed to lay underground R.C.C. pipe drains on the road widths 40 ft. and above, where it is possible to lay underground drains. The intensity of rainfall has been taken as ¼" per hour. The minimum size of 400 mm R.C.C. pipe line will be provided to connect manhole to main hole and the internal storm water drains from the additional area will be joined with existing storm water drainage of the main scheme and HUDA drain where there is sufficient depth to take the S.W. drains of the additional area, necessary provision for kerb and channels has been made in this estimate.

SPECIFICATIONS: The work will be carried out in accordance with the standard specifications of P.H. as laid down by the Haryana Govt./HUDA.

136

**ROADS:** The roads have been provided as per revised specifications issued by HUDA.

**HORTICULTURE:** Roadside plantation with tree guards and turfing and fencing of parks has been provided.

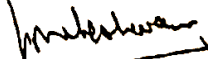
**STREET LIGHTING:** provision for street lighting has been made at Rs. 75000/- per acre.

**RATES:** The estimate has been prepared based on the present day market rates and probable escalation in prices.

**COST:** The total cost of the scheme, including cost of all services works out to Rs. 709.00Lacs. including 3% contingences & 14% departmental charges.  
49%.

For Malibu Estate Pvt. Ltd.

For Malibu Estate Pvt. Ltd.

  
Auth Signatory

Authorised Signatory

13)

**Estimate for Providing Internal Services i.e., Water supply, Sewerage, Storm water drainage, Roads, Street Lighting, Horticulture Etc. in Newly Licensed Additional Area of 24.681 Acres in Residential Colony, Malibu Towne, Gurgaon**

### WATER SUPPLY

#### DESIGN CALCULATION

#### 1. AREA DETAILS:

##### a. Old Areas:

Areas for which Service  
Estimates already approved

**180.115 Acres**

Lic. Nos. 71 to 75 of 1992,  
4 to 8 of 1993,  
15 to 19 of 1994,  
4 to 8 of 1995,  
36 to 46 of 1997.

##### New Areas:

Covered under this estimate

**New license**

**24.681 Acres**

Lic. Nos. 15 of 2008

**Total Area of the colony: 204.796 Acres**

#### 2. NO. OF PLOTS:

Old Areas  
New Areas

180.115 Acres  
24.681 Acres

**1136 Nos.**  
**260 Nos.**

**Total: 1396 Nos.**

#### 3. COMMERCIAL, INSTITUTIONAL & OTHER AREAS:

| Type of area |                        | Old Areas          | New Areas         | Total              |
|--------------|------------------------|--------------------|-------------------|--------------------|
|              |                        | 180.115 Acres.     | 24.681 Acres.     | 204.796 Acres.     |
| a.           | Commercial (in Acres.) | 6.71               | 0.99              | 7.70 Ac.           |
| b.           | Nursery School         | 7                  | 0                 | 7 Nos.             |
| c.           | Primary School         | 3                  | 1                 | 4 Nos.             |
| d.           | Dispensary             | 1                  | 0                 | 1 Nos.             |
| e.           | Creche                 | 1                  | 0                 | 1 Nos.             |
| f.           | Religious Building     | 1                  | 0                 | 1 Nos.             |
| g.           | Club                   | 1                  | 0                 | 1 Nos.             |
| h.           | Higher S. School       | 1                  | 0                 | 1 Nos.             |
| i.           | Nursing Home           | 0                  | 1                 | 1 Nos.             |
| J            | Parks                  | <b>21.68 Acres</b> | <b>2.62 Acres</b> | <b>24.30 Acres</b> |

132

**4. POPULATION :**

|                         |                         |                        |
|-------------------------|-------------------------|------------------------|
| Main Plots 1116 Nos.    | @ 13.5 persons per plot | = 15066 Persons        |
| EWS Plots 280 Nos.      | @ 9.0 persons per plot  | = 2520 Persons         |
| <b>Total Population</b> |                         | <b>= 17586 Persons</b> |

**5. WATER ALLOWANCE:**

|                         |                      |
|-------------------------|----------------------|
| for Domestic Use        | = 135.00 LPCD        |
| Add on a/c of UFW @ 15% | = 20.25 LPCD         |
| <b>Total</b>            | <b>= 155.25 LPCD</b> |

**6. DAILY WATER REQUIREMENT:**

|   |               |               |
|---|---------------|---------------|
| (i) For Domestic Use @ 155.25 LPCD                                | = 2730227 LPD | = 2731.00 KLD |
| (ii) Additional Requirement for Commercial & Institutional demand |               |               |

|  |                          |                   |
|--|--------------------------|-------------------|
| a. Commercial areas<br>(7.70 Ac @ FAR 150) | 11.55 Acres @ 25 KLD /AC | = 288.75 KLD      |
| b. Nursery School                          | 7 Nos. @ 10 KLD Each     | = 70.00 KLD       |
| c. Primary School                          | 4 Nos. @ 50 KLD Each     | = 200.00 KLD      |
| d. Dispensary                              | 1 Nos. @ 50 KLD Each     | = 50.00 KLD       |
| e. Creche                                  | 1 Nos. @ 10 KLD Each     | = 10.00 KLD       |
| f. Religious Building                      | 1 Nos. @ 25 KLD Each     | = 25.00 KLD       |
| g. Club                                    | 1 Nos. @ 50 KLD Each     | = 50.00 KLD       |
| h. Higher S. School                        | 1 Nos. @ 150 KLD Each    | = 150.00 KLD      |
| i. Nursing Home                            | 1 Nos. @ 25 KLD Each     | = 25.00 KLD       |
| <b>Total :</b>                             |                          | <b>868.75 KLD</b> |
| <b>Say</b>                                 |                          | <b>869.00 KLD</b> |

|  |                     |
|--|---------------------|
| (iii) Area under Parks 24.30 Acres @ 25 KLD/Ac | = 607.50 KLD        |
| <b>Say</b>                                     | <b>= 608.00 KLD</b> |

|   |                    |
|---|--------------------|
| (iv) Area under Roads                   |                    |
| Total area of colony                    | = 192.906 Acres    |
| Area under Roads @ 10 %                 | = 19.290 Acres     |
| Water requirement for roads @ 5 KLD/ Ac | = 96.45 KLD        |
| <b>Say</b>                              | <b>= 97.00 KLD</b> |

**Total Requirement: = 4305.00 KLD**

|                 |                                |
|-----------------|--------------------------------|
| (v) Fire Demand | = 100 $\sqrt{(P/1000)}$ KL     |
|                 | = 100 $\sqrt{(17586/1000)}$ KL |
|                 | = 419.36 KL                    |

|  |                   |
|--|-------------------|
| Fire Demand (@ 2Hrs.) requirement      | = 441.18 KL       |
| Hence, ADD Requirement for Fire Demand | = 450.00 KL       |
| <b>Total Daily Demand</b>              | <b>= 4755 KLD</b> |

**7. TUBEWELLS :**

|                                      |   |                  |
|--------------------------------------|---|------------------|
| Daily Water Requirement              | = | 4305 KLD         |
| Assuming Discharge of Each TW        | = | 18.0 KL / Hr.    |
| Working hours of TW                  | = | 16.00 Hrs. / day |
| No. of TWs reqd. (Excl. Fire Demand) | = | 14.94 Nos.       |
| Add 10% as stand- Bye                | = | 1.49 Nos.        |
| Total No. of TWs reqd.               | = | 16.43 Nos.       |
| Say                                  | = | 17 Nos.          |

Since, the water supply is from canal filtration scheme is to be provided by HUDA, we have already provided 6 (Six) Nos. Tube wells in the main scheme. Therefore one more Tube well is required for these additional plots / area, provision for which has now been made in this scheme.

However the additional tube well will be bored as and when demand increases till such time, the water supply from Canal filtration system is provided by HUDA.

**8. PUMPING MACHINERY FOR TUBEWELLS :**

|                            |   |                        |
|----------------------------|---|------------------------|
| Expected Discharge of TW   | = | 18.0 KL / Hr (300 LPM) |
| Gross Working Head         | = | 45.00 M                |
| Avg. Fall in Spring Level  | = | 3.05 M                 |
| Depression Head            | = | 6.10 M                 |
| Frictional losses in Mains | = | 5.00 M                 |
| Total                      | = | 59.15 M                |
| Say                        | = | 60.0 M                 |

$$\text{BHP} = \frac{18000 \times 60 \times 1}{60 \times 60 \times 75 \times 0.60} = 6.66 \text{ BHP}$$

$$\text{Say} = 7.50 \text{ BHP}$$

Hence Each TW shall be equipped with an electrically driven, 7.50 BHP, submersible Pumping set capable of discharge of 18.00 KL / Hr (300 LPM) at a head of 60.0 M.

**9. OVER HEAD SERVICE RESERVOIR :**

|   |   |          |
|---|---|----------|
| Water requirement for Domestic and Institutional use          | = | 3600 KLD |
| Required capacity of OHSR @ $\frac{1}{4}$ of Daily Demand     | = | 900 KL   |
| Therefore, Total capacity of OHSR required now                | = | 900 KL   |
| Capacity of existing OHSR provided against approved           | = | 600 KL   |
| Estimate vide Memo No. – 7127 dated 22.6.95 for 138.824 Acres |   |          |
| Balance capacity required                                     | = | 300 KL   |

We have already provided 600KL capacity of OHSR in the approved estimate of 138.824 Acres. So no provision is required for OHSR for these additional plots. However the balance 300KL capacity of OHSR has been added in the capacity of UGT.

140

**10. UNDER GROUND TANK :**

|   |          |                |
|---|----------|----------------|
| Total Water requirement for Domestic Use                          | =        | 3600 KLD       |
| Required capacity of UGT @ 1/3 of daily demand                    | =        | 1200 KL        |
| Add For Fire Fighting   | =        | 450 KL         |
| Add Balance capacity of OHSR                                      | =        | 300 KL         |
| <b>Total</b>  | <b>=</b> | <b>1950 KL</b> |
| Capacity of existing UGT already approved and constructed at site | =        | 1250 KL        |
| Balance Capacity required   | =        | 700 KL         |
| <b>Say</b>  | <b>=</b> | <b>800 KL</b>  |

(Since UGT of 1250 KL capacity has already been approved in estimate for 138.824 Acres and has been constructed at site, therefore, provision for additional UGT of capacity 800KL has been made in this estimate.)

The UGT will have two compartments, first one of 135 KL for fire storage and the second one for domestic usage, in such a manner that the inlet of water is in the first compartment from which it overflows into the second compartment so that the Fire storage Compartment always remains full up to its FSL.

**11. PUMPING MACHINERY FOR BOOSTING STATION :**

|  |   |                     |
|--|---|---------------------|
| Daily water requirement for Domestic Use | = | 3600 KLD            |
| <b>Pump Running Hours per day</b>        | = | <b>8 Hrs / day.</b> |
| Required discharge of Pump               | = | 450 KL / Hr.        |
|  | = | 7500 LPM            |

Head of Pumps

Suction lift = 4M

Friction = 4M

Head reqd. = 35MTotal = 43M

say = 45 M

Total pumping capacity already provided = 2 Nos. of Discharge @150 KL / Hr = 300 KL / Hr.

Balance pumping Capacity reqd. = 450 - 300 = 150 KL / Hr.

Provide 1 No. pump set as working Unit plus 1 No. Standby set.

Hence, Discharge of each working Unit = 150 KL / Hr.  
= 2500 LPM

$$\text{BHP} = \frac{150000 \times 45 \times 1}{60 \times 60 \times 75 \times 0.60} = 41.66 \text{ BHP} \quad \text{Say} = 45.0 \text{ BHP}$$

141

Hence , it is proposed to install 2 Nos. horizontal centrifugal / submersible pump sets , each capable of discharge 150 KL / Hr. (2500 LPM ) at a head of 45.0 m with a motor of 45.0 BHP . Out of the 2 sets, one number will be working unit and the second will be a stand by unit.

## 12. GENERATOR SETS :

### Capacity of Gen Set:

|                                |   |              |   |                        |
|--------------------------------|---|--------------|---|------------------------|
| For additional Tube well Pumps | = | 1 Nos.       | = | 7.5 HP                 |
| Boosting Station Pumps         | = | 1 Nos.       | = | 45.0 HP                |
|                                |   | <u>Total</u> |   | <u>= 52.5 HP</u>       |
|                                |   |              |   | Or 39.00 KW            |
| Lighting Load                  |   |              |   | <u>= 5.00 KW</u>       |
|                                |   | <u>Total</u> |   | <u>= 44.00 KW</u>      |
|                                |   |              |   | = 44.00 x 1.5 = 66 KVA |
|                                |   | Say          |   | = 75 KVA               |

Hence it is proposed to install a DG set of 75 KVA.

\*\*\*\*

ANNEXURE – 6 – SALE DEED of Commercial Plot Dated-29-05-2008 for area 2.52 Acres.

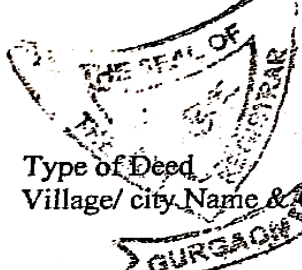
208

Sr. No. 448 ..... Dated 29/5/08 ..... 6508  
 Certified Under Section 42 of the Indian Stamp Act, 1889.  
 That Stamp Duty of the amount of Rs. 3,11,21,000/-  
 (Rupees THREE CARRRE ELEVEN LACS TWENTY ONE THOUSAND ONLY.....  
 has been levied on this document and paid by M/S. ENDURE REALTY PVT. LTD.  
Off/ At. Rectangle Building D.H. Dist. Gurgaon, Sector N-Delhi  
vide Treasury Challan No. 5145  
 Dated 29/5/08 For Sale deed 51,86,68,920/- in favour  
 of .....

*P. S185830/- Fifty one  
 dues rights for two plots  
 under transfer only deed with  
 chiller No. 6 at 11/6/08  
 SBI M. R. C.*

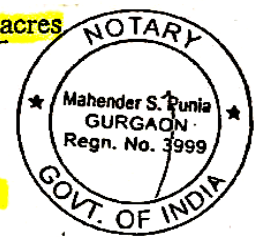
RECORDS OFFICE  
 CHIEF COLLECTOR  
 GURGAON  
 29/5/08

संयुक्त सब रजिस्ट्रार  
 गुरुगाँव  
 11/6/08



**SALE DEED**

- |                              |   |   |
|------------------------------|---|---|
| 1. Type of Deed              | : | <b>Sale Deed</b>  |
| 2. Village/ city Name & Code | : | Village- Fatehpur & Adampur<br>Tehsil and District Gurgaon<br>Comprised in Sectors 47 and 50. |
| 3. Unit land                 | : | Plot measuring <b>2.52 acres</b>  |
| 4. Type of property          | : | <b>Commercial.</b>  |
| 5. Transaction value         | : | Rs. 51,86,68,920/-  |
| 6. Stamp duty                | : | Rs. 3,11,21,000/-   |
| 7. Treasury                  | : | Gurgaon   |
| 8. Stamp no. and date        | : | <b>448 dated 29.5.2008</b>  |



For Malibu Estate Pvt. Ltd.  
*[Signature]*  
 Auth. Signatory

For Endure Realty Pvt. Ltd.  
*[Signature]*  
 Auth. Signatory Director

- i) M/s. Malibu Estate Pvt. Ltd.
- ii) Mr. S. K. Kohli
- iii) M/s. Geoid Estate Pvt. Ltd.
- iv) M/s. Spred Properties Pvt. Ltd.
- v) Mr. K. S. Dhingra
- vi) M/s. Citland Estate Pvt. Ltd.
- vii) M/s. Dinero Estate Pvt. Ltd.
- viii) M/s. Sanpedro Estate Pvt. Ltd.
- ix) M/s. Santaluna Estate Pvt. Ltd.
- x) M/s. Casa Estate Pvt. Ltd.
- xi) M/s. Detour Estate Pvt. Ltd.

( hereinafter referred to as the said Companies and more specifically set out in Schedule I hereto).

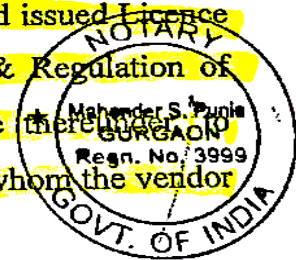
- B. By a Scheme of Amalgamation the said companies were amalgamated/ merged into Malibu Estate Pvt. Ltd. The said scheme was sanctioned by the Delhi High Court by its order dated 15.7.2004.
- C. On 31.1.2008 the DTCP, Haryana, Chandigarh had issued Licence No. 15/2008 under the Haryana Development & Regulation of Urban Areas Act, 1975 and Rules, 1976 made thereunder to certain parties specified in the said License, with whom the vendor had entered into Collaboration Agreement(s).
- D. As a consequence of the above said new License the layout plan for the entire colony earlier approved in 1992, 1993, 1994 and 1997 has also been revised on 31.1.2008.

For Malibu Estate Pvt. Ltd.

*M. K. Kohli*

For Endure Realty Pvt. Ltd.

*Rajiv R. Singh*  
Auth. Signatory/Director



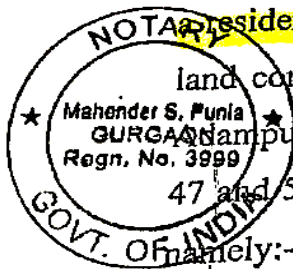
This Sale deed is executed at Gurgaon on this 10<sup>th</sup> day of June, 2008, by M/s. Malibu Estate Private Limited, Gurgaon, a company incorporated under the Companies Act, 1956, having its registered office at 38, DDA Commercial Complex, Kailash Colony Extension, Zamrudpur, New Delhi-110048 through its authorized signatory Shri V. K. Maheshwari (authorized as such vide resolution passed by the company on 25.4.2008) hereinafter called the 'VENDOR' (which expression shall unless repugnant to the context hereof mean and include its successors, administrators, executors and assigns etc.)

## IN FAVOUR OF

M/s Endure Realty Private Limited, a company duly incorporated and registered under the Companies Act, 1956, having its registered office at 108, Rectangle 1 Building, D-4 District Center Saket, New Delhi-110017, through its Authorized Signatory, Mr Ranjan Gupta (authorized as such vide resolution passed by the company on 7-6-2008) hereinafter called the 'VENDEE' (which expressions shall unless repugnant to the context hereof mean and include its successors, administrators, executors and assigns etc.).

## WHEREAS

- A) Licenses were granted by the Director, Town & Country Planning, Haryana, Chandigarh, Government of Haryana for development of residential colony known as Malibu Towne on 180.115 acres of land comprised in revenue estates of Fatehpur, Tikri, Jharsa & Gurgaon Dampur Tehsil and District Gurgaon and comprised in Sectors 47 and 50 District Gurgaon to the following companies / persons namely:-



For Malibu Estate Pvt. Ltd.  
*Maheshwari*  
 Auth Signatory

For Endure Realty Pvt. Lt  
*Ranjan Gupta*  
 Auth. Signatory/Di

E. Thus the licenses for 204.796 acres comprising the residential colony, Malibu Towne are now held as follows:

MALIBU : 179.365 acres

Malibu Under Collaboration : 24.681 acres

Mr. K. S. Dhingra : 0.375 acres

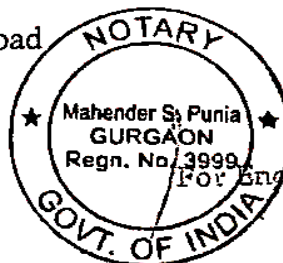
Mr. S. K. Kohli : 0.375 acres

F. At the time of approval of the layout plan on 31.1.2008 an area of 3.465 acres, 2.52 acres, 0.715 acres and 1.00 acre had been reserved under 4% commercial component in the residential colony.

G. The vendor is selling one of the aforesaid three plots measuring 2.52 acres reserved under 4% commercial components mentioned in Clause F above, comprised in Sectors 47 and 50 of Gurgaon, more particularly described in the site plan attached herewith as Annex. 'A'. The vendor has conveyed to the vendee that the aforesaid land measuring 2.52 acres subject matter of this sale deed is part of Rect. no.12, Killa no.3, 4, 7, 8, 9, 12/2, 13, 14/1, 14/2 situated in the revenue estate of Fatehpur & Rect. No. 11, Killa no. 4, 7, 14, situated in the revenue estate of Adampur Tehsil and District Gurgaon shown in the site plan attached herewith as Annex. 'A' and the same has hereinafter been referred to as 'said land'. The said land subject matter of this sale deed is bounded as under:-

North : 18 Mtr. Wide Road

South : Dispensary



For Malibu Estate Pvt. Ltd.

Auth. Signatory

For Engure Realty Pvt. Ltd.

Auth. Signatory/Director

East : 18 Mtr. Wide Road  
 West : 10 Mtr. Wide Service Lane and 30 Mtr.  
 Wide Sector Road

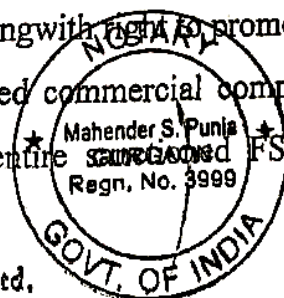
Both parties admit and acknowledge the site plan to be correct as per spot. The site plan referred to above is an integral part of this sale deed.

H- The Vendor has conveyed to the Vendee that FSI at the ratio of 1.5 (hereinafter referred to as the Said FSI) has been sanctioned by Town and Country Planning Department. It has further been conveyed by the Vendor to the Vendee that a commercial complex having the FSI indicated above can be legally constructed over the aforesaid land. Vendor has further represented that it has the absolute right and full authority to sell / transfer the land referred to above alongwith all rights appurtenant thereto including duly sanctioned FSI referred to above.

I. AND WHEREAS the vendor for its bonafide needs and requirements being full-fledged owner in possession of the aforesaid property alongwith all rights appurtenant thereto has sold all rights in respect of said land described above and delineated in site plan annexure A alongwith right to promote, develop, construct and sell a multi-storeyed commercial complex on the aforesaid land to the extent of entire sanctioned FSI at the ratio of 1.5

For Malibu Estate Pvt. Ltd.

*Mahender S. Punja*  
 Auth. Signature



For Endure Realty Pvt. Ltd.

*Rajendra Gupta*

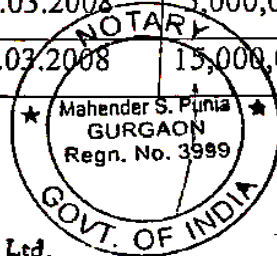
Auth. Signature / D. No.

208

calculated over the entire land in question ( the permissible duly sanctioned FAR ) and the vendee has purchased the same on the following terms and conditions:-

1. That the total sale consideration regarding the said land and all rights appurtenant thereto including the right to promote, develop, construct and sell a multi-storeyed commercial complex with permissible Floor Area Ratio of 1.5 calculated over the entire land in question has been settled at Rs. 51,86,68,920/- (Rupees Fifty One Crore Eighty Six Lacs Sixty Eight Thousand Nine Hundred Twenty only) . The sale consideration referred to above has been paid by the vendee to the vendor in the following manner:-

| S.No. | Cheque no.       | Date        | Amount        | Bank       |
|-------|------------------|-------------|---------------|------------|
| A.    | Aditya Buildwell | Pvt. Ltd.   |               |            |
|       | 339806           | 01.02. 2007 | 52,072,713.00 | Corp. Bank |
|       |                  | Total A     | 52,072,713.00 |            |
| B     | Endure Realty    | Pvt. Ltd    |               |            |
|       | 225649           | 14.02.2008  | 10,000,000.00 | HDFC Ltd.  |
|       | 225650           | 28.02.2008  | 10,000,000.00 | HDFC       |
|       | 363594           | 04.03.2008  | 10,000,000.00 | HDFC       |
|       | 363595           | 04.03.2008  | 5,000,000.00  | HDFC       |
|       | 363596           | 07.03.2008  | 10,000,000.00 | HDFC       |
|       | 363597           | 07.03.2008  | 5,000,000.00  | HDFC       |
|       | 363599           | 14.03.2008  | 15,000,000.00 | HDFC       |



For Malibu Estate Pvt. Ltd.

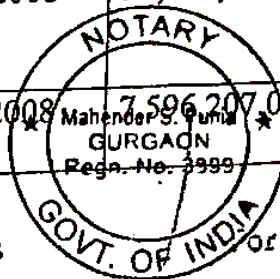
*Maheshwar*

For Endure Realty Pvt. Ltd.

*Rajiv Gupta*  
Auth. Signatory/Director

209

|  |        |            |               |                          |
|--|--------|------------|---------------|--------------------------|
|  | 363600 | 18.03.2008 | 10,000,000.00 | HDFC                     |
|  | 363606 | 20.03.2008 | 15,000,000.00 | HDFC                     |
|  | 363605 | 25.03.2008 | 10,000,000.00 | HDFC                     |
|  | 70951  | 28.03.2008 | 15,000,000.00 | HDFC                     |
|  | 70952  | 28.03.2008 | 2,500,000.00  | HDFC                     |
|  | 71004  | 08.04.2008 | 50,000,000.00 | HDFC                     |
|  | 71002  | 10.4.2008  | 25,000,000.00 | HDFC                     |
|  | 71003  | 11.04.2008 | 25,000,000.00 | HDFC                     |
|  | 106204 | 18.04.2008 | 10,000,000.00 | Hongkong & Shanghai Bank |
|  | 71009  | 17.04.2008 | 11,500,000.00 | HDFC                     |
|  | 710013 | 21.04.2008 | 5,000,000.00  | HDFC                     |
|  | 106203 | 18.04.2008 | 10,000,000.00 | Hongkong & Shanghai Bank |
|  | 71012  | 21.04.2008 | 10,000,000.00 | HDFC                     |
|  | 71010  | 18.04.2008 | 5,000,000.00  | HDFC                     |
|  | 106202 | 18.04.2008 | 20,000,000.00 | Hongkong & Shanghai Bank |
|  | 106205 | 25.04.2008 | 20,000,000.00 | Hongkong & Shanghai Bank |
|  | 71031  | 25.04.2008 | 20,000,000.00 | HDFC                     |
|  | 71032  | 25.04.2008 | 10,000,000.00 | HDFC                     |
|  | 106206 | 25.04.2008 | 20,000,000.00 | Hongkong & Shanghai Bank |
|  | 106212 | 25.04.2008 | 7,596,207.00  | Hongkong & Shanghai      |

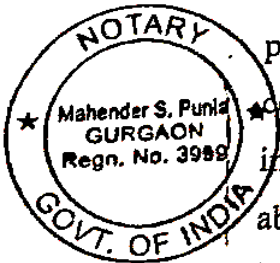


For Malibu Estate Pvt. Ltd.  
*Mishra*

For Endure Realty Pvt. Ltd.  
*Rangia Gupta*

|  |           |            |                |                         |
|--|-----------|------------|----------------|-------------------------|
|  |           |            |                | Bank                    |
|  | 106207    | 25.04.2008 | 20,000,000.00  | Hongkong & Sanghai Bank |
|  | 106208    | 25.04.2008 | 20,000,000.00  | Hongkong & Sanghai Bank |
|  | 106211    | 25.04.2008 | 20,000,000.00  | Hongkong & Sanghai Bank |
|  | 106210    | 25.04.2008 | 20,000,000.00  | Hongkong & Sanghai Bank |
|  | 106209    | 25.04.2008 | 20,000,000.00  | Hongkong & Sanghai Bank |
|  | Total B   |            | 466,596,207.00 |                         |
|  | Total A+B |            | 518,668,920.00 |                         |

2. The aforesaid sale consideration includes external development charges at the rate of Rs. 63.25 per sq. ft. amounting to Rs. 1,01,14,543/- (Rupees One Crore One Lacs Fourteen thousand Five Hundred Forty Three Only) The vendor has already paid the licence fee and all requisite charges for obtaining sanctions and approvals to the concerned authorities. The sale consideration amount referred to above includes all amounts payable to Town and Country Planning Department and other concerned authorities till date of execution and registration of instant sale deed. The sale consideration amount referred to above includes but is not confined to licence fee, scrutiny fee, internal development charges, external development charges,



For Malibu Estate Pvt. Ltd.

*Mahender S. Punia*  
Auth. Signatory

For Endure Realty Pvt. Ltd.

*Rajiv Gupta*

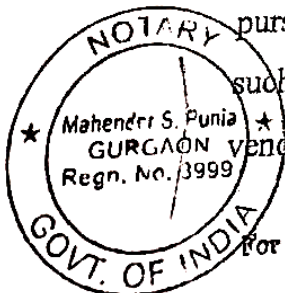
Auth. Signatory/Director

infrastructure development charges etc. payable to the competent authorities. The Vendor has paid requisite fees for renewal of license till October 2008 but any increase / enhancement in such charges or any additional charges/taxes/fees/levy demanded after the date of execution of the sale deed, shall be borne by the Vendee.

3. The vendee shall remain bound to provide area(s) as per layout Plan approved Dt. 31.1.08 including measuring 40 sq. mtrs. for setting up post office and to deliver the same to the authorities concerned directly in accordance with the lay out plan approved by HUDA.

4. That the vendee shall pay any amounts demanded by the concerned authorities at the revised rates on behalf of the vendor for sanctioning of building plans for 1.5 or 1.75 FAR. The vendee is desirous of opting for 1.75 FAR.. The vendee is bound and liable to make the aforesaid payment for the additional FSI specified in the preceding para even if the same becomes available at any time after execution and registration of this sale deed..

5. In case any renewal of licence is required or any additional charges are payable to the concerned authorities for the period pursuant to the execution and registration of this sale deed all such expenses shall be paid qua the aforesaid property by the



For Malibu Estate Pvt. Ltd.

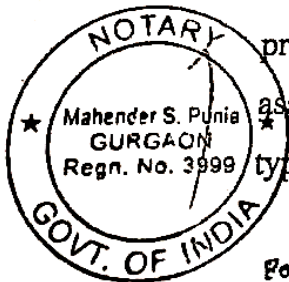
*[Handwritten Signature]*

For Endure Realty Pvt. Ltd.

*[Handwritten Signature]*

licences and seeking requisite sanctions, and getting any clearances/sanctions/ approvals shall be the sole liability of the vendee and the vendee shall alone be responsible for the same. The vendee shall, however, apply through the vendor or on the basis of General Power of Attorney executed by Vendor in favour of Directors of Vendee.

6. That the vendee has borne the stamp, registration and miscellaneous expenses for this sale deed.
7. That the vendor has delivered the actual, physical possession of the said land at the spot to the vendee. The vendor covenants that the vendee shall be entitled to peaceful and quiet enjoyment of the said land without any let, hindrance, interruption or disturbance from the vendor or from anyone claiming through or under the vendor and without interference from anyone else. The vendee may use and utilize the aforesaid land in accordance with the terms and conditions imposed by the concerned authorities. The vendee is now full-fledged owner in possession of the said land alongwith all rights, easements, privileges etc. appurtenant thereto and the vendor is not left with any right, interest or title therein as mentioned in this sale deed.
8. That the vendor hereby assures the vendee and covenants that it has got a clear marketable title in respect of the above said property and is entitled to sell the same. The vendor has also assured the vendee that the aforesaid property is free from all types of disputes, restraint orders, attachment etc. and that no



For Malibu Estate Pvt. Ltd.

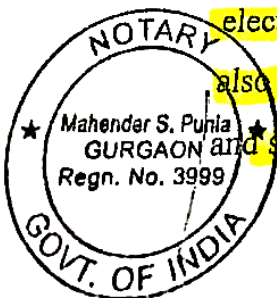
*Maheshwari*  
Auth. Signatory

For Endure Realty Pvt. Ltd.

*Rajiv Gupta*  
Auth. Signatory/Director

litigation or dispute whatsoever is pending in respect of the same before any court or authority. The vendor has further assured the vendee that it has not entered into any agreement of sale relating to the said land with any other person and that it was its absolute owner in possession. The vendor has further assured the vendee that it has not executed any prior agreement of sale in respect of said land in favour of any other person/company/entity.

9. That the vendor has assured the vendee that there are no dues, encumbrances, charges, liens, mortgages, cesses, rates or taxes due or outstanding to any one in respect of the aforesaid property and in case any such amounts are found payable till date, the same shall be paid by the vendor. The vendor has sold the aforesaid land absolutely to the vendee alongwith all rights and easements, appurtenant thereto. The vendor has further confirmed that all licences / sanctions pertaining to the aforesaid commercial project are valid and subsisting. Vendor has conveyed to the vendee that there is no legal impediment which prohibits vendor from executing and proceeding to register the present sale deed and / or transferring / conveying title and possession with regard to the said land. The vendor has assured the vendee that the vendor would connect the commercial complex plot on the aforesaid land to the common electricity feeder provided in the Colony. The Vendor would also connect the commercial complex to the common water and sewerage facilities of the colony with adequate load as may



For Malibu Estate Pvt. Ltd.

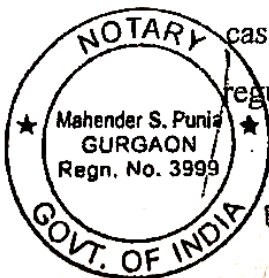
*[Signature]*

For Endure Realty Pvt. Ltd.

*[Signature]*  
Auth. Signatory/Director

be required by the vendee for the commercial complex. The costs, including deposits if any, related to the provision of electricity load will be borne by the vendee so that the same can be effectively used and utilized by the vendee or persons claiming under it. Regular water consumption and Sewerage charges shall be paid by the Vendee to the Vendor.

10. That the vendor has assured the vendee that the vendor shall execute all such requisite documents as may be required for confirmation of the absolute transfer of the aforesaid property in favour of the vendee. However, all expenses in this behalf shall be borne by the vendee. The vendee on its own shall get mutation sanctioned on the basis of this registered sale deed and shall get its name substituted in the relevant records. Any increase/ enhancement in licence fee, scrutiny fee, internal development charges, external development charges, infrastructure charges, interest free security etc. payable to the competent authorities demanded after the execution of this sale deed shall be borne exclusively by the vendee. The vendee shall develop the aforesaid property and construct thereon the commercial complex strictly in accordance with the approved building plans and as per designs and specifications approved by the concerned regulatory authorities including environment clearance and in full conformity and compliance with all laws, rules, regulations, licenses and approvals applicable thereto. In case the vendee infringes any laws, bye-laws, rules or regulations, in that event all consequences and liabilities thereof



For Malibu Estate Pvt. Ltd.

Auth. Signatory

For Endure Realty Pvt. Ltd.

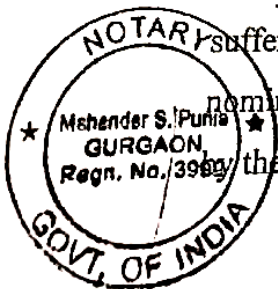
Auth. Signatory/D/ 4/13/15

shall be borne exclusively by the vendee. In case any refunds of fixed deposits etc. are made by any department after the execution of this sale deed in the name of the vendee, the same shall be reimbursed within two weeks of receipt thereof to the vendor provided they pertain to the period prior to execution and registration of this sale deed failing which the vendee shall be liable to pay interest at the rate of 24% per annum. Such amount and interest accrued thereupon shall constitute a first charge on the aforesaid plot hereby sold.

11. That vendor shall, from time, sign all applications, papers and documents and do all acts, deeds and things as the vendee may reasonably require for obtaining any permissions, approvals, building plan sanctions, certificates with respect to the commencement and completion of construction and approval of services. However, all deposits, fees, charges and expenses in this regard shall be borne and paid by the vendee.

12. That in case any of the representations made by the vendor are found to be incorrect or in case whole or any part of the project including the said land is lost or goes out of possession / control of the vendee due to any concealment or defect in the title of the vendor or any loss is caused to the Vendee/ its customers due to defect in title of the Vendor, in that event vendor shall be liable and responsible to indemnify / make good the loss, damages etc.

suffered by the vendee its customers/tenants/licencees or its nominee(s) including but not confined to business losses suffered by the vendee.



For Malibu Estate Pvt. Ltd.  
*[Signature]*

For Endure Realty Pvt. Ltd.

*[Signature]*  
 Auth. Signatory/Director

13. That this sale deed records the complete contract/transaction between the parties and specifically supersedes all previous, correspondence undertakings, agreements, letters, papers or documents exchanged and /or executed by the parties.

IN WITNESS WHEREOF the vendor has executed this sale deed in favour of the vendee on the date and place first mentioned above

*Subhash Chandra Arora*  
Subhash Chandra Arora  
Advocate  
Civil Court, Gurgaon

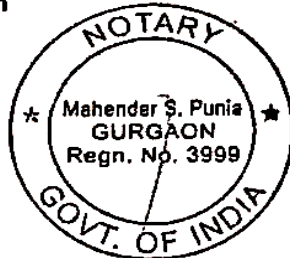
For Malibu Estate Pvt. Ltd.  
*V. K. Maheshwari*  
Auth. Signatory  
VENDOR

WITNESSES:

1.

*Subhash Chandra Arora*  
Subhash Chandra Arora  
Advocate  
Civil Court, Gurgaon

M/s. Malibu Estate Private Limited through its authorized signatory Sh. V. K. Maheshwari



2.

*Kamal Kapoor*  
Kamal Kapoor  
870 SH. S.S. Kapoor  
870 D-30, LAJPAI NAGAR I.  
NEW DELHI.

For Endure Realty Pvt. Ltd.  
*Ranjan Gupta*  
Auth. Signatory/Director  
VENDEE

M/s. Endure Realty Private Limited through its Director and duly authorized person Sh. Ranjan Gupta

MAHENDER S. PUNIA  
ADVOCATE & NOTARY  
DISTT. GURGAON (Haryana) India

ANNEXURE – 7 – Conveyance Deed Dated 11-10-2010 of 0.203 Acres

**STATE BANK OF INDIA**

S. No. GSR/001/267382

STATE BANK OF INDIA

Received a sum of Rs. 17,15,000/-  
 (Rupees Seventeen Lacs Fifteen thousand only only)

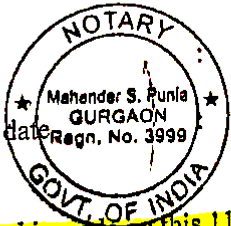
from Smt. / Shri M/S Esndure Realty Private Limited  
 s/o, d/o, w/o N.A.  
 residing at New Delhi for credit to Government of Haryana  
 account towards Stamp Duty.

Date \_\_\_\_\_  
 Place \_\_\_\_\_

(Signatures of Authorised Officer)

**CONVEYANCE – DEED**

- |                       |   |  |
|-----------------------|---|--|
| 1. Type of Deed       | : | <u>Conveyance Deed</u>                 |
| 2. Transaction value  | : | <u>Rs. 2,45,00,000/-</u>               |
| 3. Stamp duty         | : | <u>Rs. 17,15,000/-</u>                 |
| 4. Treasury           | : | <u>Gurgaon</u>                         |
| 5. Stamp no. and date | : | <u>GSR/001:267382 &amp; 05/10/2010</u> |



This Conveyance Deed is made on this 11<sup>th</sup> day of October 2010 at Gurgaon.

For Malibu Estate Pvt. Ltd.  
Moheshwari

For Esndure Realty Pvt. Ltd.

219

BY

**MALIBU Estate Pvt. Ltd.**, a Company registered under the Companies Act, 1956, having its registered office at 38 DDA Commercial Complex, Kailash Colony Extn., Zamrudpur, New Delhi 110048 through its authorized signatory Shri V.K. Maheshwari (authorized as such vide resolution passed by the company on 11/09/2010) Vendor AND hereinafter called the Party of the First Part/Party No.1 AND (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, administrators, executors and assigns etc.)...PARTY NO 1

IN FAVOUR OF

**M/s ENDURE Realty Private Ltd.**, a company duly incorporated and registered under the Companies Act, 1956 having its office at Ground Floor, Plot No.9, Local Shopping Centre, IP Extension, Patpar Ganj, Mandawali Fazalpur, New Delhi 110 092, through its Director, Mr. Kamal Kapoor (authorized as such vide resolution passed by the company on 04/10/2010) Vendee AND hereinafter called the Party of the Second Part/Party No.2 AND (which expression shall, unless repugnant to the context hereof mean and include its successors, administrators, executors and assigns etc.)...PARTY NO 2

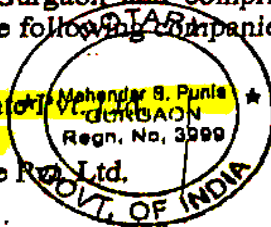
WITH

Regard to Land measuring **0.203 acres** - which forms an integral part of and is included in the Commercial Plot of Land measuring **2.723 Acres (2.723 Acres - 2.52 Acres = 0.203 Acres)** located in the Residential Colony namely Malibu Towne, at Village Tikri, Adampur, Jharsa & Fatehpur, Tehsil & District Gurgaon and More appropriately described hereinafter AND referred to as the "Additional Land" or/ the 'Said Land'

WHEREAS:

A) Licenses were granted by the Director, Town and Country Planning, Haryana, Chandigarh, Government of Haryana for development of a residential colony known as Malibu Towne on 180:115 acres of land comprised in revenue estate of Fatehpur, Tikri, Jharsa and Adampur, Tehsil and District, Gurgaon and comprised in sectors 47 and 50, District Gurgaon to the following companies / persons namely:-

- i) **M/s Malibu Estate Pvt. Ltd.**
- ii) **Mr. S.K. Kohli**
- iii) **M/s Geoid Estate Pvt. Ltd.**



For Malibu Estate Pvt. Ltd.

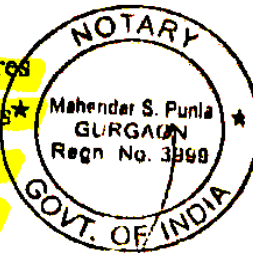
For Endure Realty Pvt. Ltd.

- iv) M/s Spred Properties Pvt. Ltd.
- v) Mr. K.S. Dhinga
- vi) M/s Citland Estate Pvt. Ltd.
- vii) M/s Dinero Estate Pvt. Ltd.
- viii) M/s Sanpedro Estate Pvt. Ltd.
- ix) M/s Santaluna Estate Pvt. Ltd.
- x) M/s Casa Estate Pvt. Ltd.
- xi) M/s Detour Estate Pvt. Ltd.

(Hereinafter - the said Companies and more specifically set out in Schedule-I hereto).

- B) By a Scheme of Amalgamation the said Companies were amalgamated / merged into Malibu Estate Pvt. Ltd. The said Scheme was sanctioned by the Delhi High Court by its order dated 15.07.2004.
- C) On 31.01.2008 the DTCP, Haryana, Chandigarh had issued Licence No. 15/2008 under the Haryana Development & Regulation of Urban Areas Act, 1975 and the 1976 Rules framed there under, to certain parties specified in the said License, with whom the Vendor had entered into a Collaboration Agreement(s).
- D) As a consequence of the above said new License and the layout plan for the entire colony earlier approved in 1992, 1993, 1994, 1995 and 1997 have also been revised on 31.1.2008.
- E) Thus the licenses for 204.796 acres comprising the residential colony, Malibu Towne are now held as follows:-

|                            |               |
|----------------------------|---------------|
| MALIBU                     | 179.365 acres |
| Malibu Under Collaboration | 24.681 acres* |
| Mr. K.S. Dhingra           | 0.375 acres   |
| Mr. S.K. Kohli             | 0.375 acres   |



F. That the Statutory Licenses have been validly renewed from time to time by the DTCP.

G. That at the time of approval of the layout plan of the said Residential Scheme of Malibu Towne on 31.01.2008, an area of 3.465 acres, 2.52

For Malibu Estate Pvt. Ltd.

For Endure Realty Pvt. Ltd.

Director

254

acres, 0.715 acres and 1.00 acre had been reserved under 4% commercial component in the residential colony.

II. That the first party had sold one of the aforesaid three plots measuring 2.52 Acres being part of Rect. No. 12, Killa No. 3, 4, 7, 8, 9, 12/2, 13, 14/1, 14/2 situated in the revenue estate of Fatehpur and Rectangle no 11 killa no 4,7,14 situated at the Revenue Estate of Adampur Tehsil District Gurgaon comprised in Sectors 47 and 50 of Gurgaon and reserved under 4% commercial components – Vide Registered Sale deed bearing # asika No.6508 dated 11.06.2008 in Favor of the Second Party and attached as Annexure 'A' thereto.

I. That subsequently the total plot area of the aforesaid commercial plot measuring 2.52 acres as mentioned in Clause F/H herein and which was sold to the second party by the first party – was increased from 2.52 Acres to 2.723 Acres on Actual Physical Demarcation thereof

Resultantly – the increased/additional area was 0.203 acres at 1.75 FAR. It is this increased/additional area which is referred to herein as the Additional Land or/ Said Land being sold by the First Party to the Second Party.

And now- the plot measuring 2.723 Acres comprises as follows –

L. RECT NO. 12 – Killa No. 3 (0-01), 4 (1-08), 7 (3-10), 8 (4-11), 9 (0-01), 12/2 (0-03), 13 (5-19), 14/1 (0-10), 14/2 (1-11), 18/1 (0-03) situated in revenue estate of Fatehpur Tehsil & District Gurgaon AND

II. RECT NO. 11 – Killa No. 4 (0-07), 7 (2-14), 14 (0-18) situated in revenue estate of Adampur Tehsil & District Gurgaon shown in Site Plan attached as Annexure B.

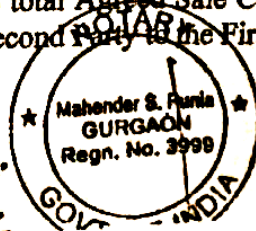
J. That consequent thereto, the second party agreed to purchase and the first party agreed to sell the said additional land being – 0.203 acres with FSI at 1.75 FAR and additional FSI sq. footage at 1.75 FAR on 2.52 acres vide Agreement to Sell dated 11.06.2008 as modified vide addendum dated 11/07/2008 executed inter-se the parties hereto.

K. That the total Sale Consideration regarding the said Additional Land being – 0.203 acres with FSI at 1.75 FAR and additional FSI sq. footage at 1.75 FAR on 2.52 acres with all rights appurtenant thereto including the right to promote, develop, construct and sell a multi-storied commercial complex with permissible Floor Area Ratio of 1.75 calculated over the entire land in question – had been settled at Rs.2,45,00,000.00

L.. That now – the total Agreed Sale Consideration referred to above has been paid by the Second Party to the First Party in the following manner:-

For Malibu Estate Pvt. Ltd.

Vinayeshwar



For Endeure Realty Pvt. Ltd.

Auth. Signatory/Director

222

| Date         | Amount                   | Mode of Payment        | Drawn Bank |
|--------------|--------------------------|------------------------|------------|
| 20/09/2010   | 1,10,00,000.00           | RTGS:HSBCII10263349103 | HSBC Ltd.  |
| 08/10/2010   | 1,00,00,000.00           | Ch. No. 006147         | HSBC Ltd.  |
| 08/10/2010   | 35,00,000.00             | Ch. No. 006148         | HSBC Ltd.  |
| <b>Total</b> | <b>Rs. 2,45,00,000/-</b> |                        |            |

M. That in consideration of having received the full sale price/sale consideration referred to above - the First Party has sold all rights in respect of the said "Additional Land" described above along with right to promote, develop, construct and sell a multi-storeyed commercial complex on the aforesaid land to the extent of entire sanctioned FSI at the ratio of 1.75 calculated over the entire land in question (the permissible duly sanctioned FAR) and the Second Party has purchased the same on the terms and conditions stated above and hereinafter.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:-**

I. That the First Party is the absolute owner of the Additional Land measuring 0.203 acres along with all rights appurtenant thereto which forms subject matter of the present deed AND is fully competent to and has the absolute right and full authority to sell/ transfer the additional land referred to above along with all rights appurtenant thereto including duly sanctioned FSI referred to above.

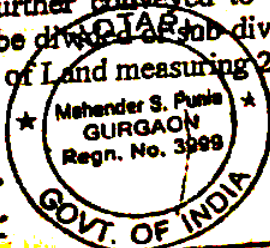
II. That the First Party has conveyed to the Second Party that the additional land is free of all liens, charges and encumbrances

III. That the First Party has conveyed to the Second Party that the increase in the area of 0.203 acres at 1.75 FAR and FSI at the ratio of 1.75 - has been duly sanctioned by Town and Country Planning Department

IV. That the First Party has conveyed to the Second Party that the additional land is integral to and forms part of the Commercial Plot of Land measuring 2.723 acres as stated above & which is under 4% commercial components

The First Party has further conveyed to the Second Party that the said additional land cannot be divided or sub-divided or treated as separate to the entire Commercial Plot of Land measuring 2.723 acres stated above.

For Mallik Estate Pvt. Ltd.



For Endure Realty Pvt. Ltd.

V. That the Second Party has opted to apply for 1.75 FAR on 2.52 acres on behalf of the First Party.

VI. That the sale consideration amount referred to above is exclusive of all External Development Charges, Internal Development Charges, Infrastructural Development Charges, Development Charges of any nature, interest - penalty thereon FOR 1.75 FAR on the said 2.723 Acre of Commercial Plot as afore-stated Which shall be borne by the Second Party AND Shall be Directly Payable to the Director, Town & Country Planning, Chandigarh or any other appropriate/competent authority by the Second Party.

The said sale consideration amount is however inclusive of the External Development Charges of Rs. 49,10,259/- and Infrastructural Development Charges of Rs. 8,77,153/- as determined by the DTCP and paid/being paid by the First Party.

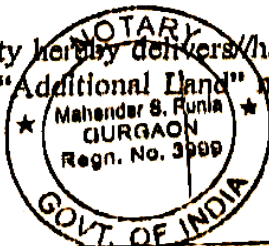
VII. That the total Sale Consideration amount for the said Additional Land being - 0.203 acres with FSI at 1.75 FAR and additional FSI sq. footage at 1.75 FAR on 2.52 acres is exclusive of all renewal fee/enhancement of renewal license fee/ any additional charges / taxes/ fees/ levy for the entire plot of land Which SHALL be the sole, absolute and exclusive liability of the Second Party/ Vendee (Hereinafter referred to as the said "Charges")

Provided that - the renewal license fee or enhanced renewal license fee/enhanced EDC/IDC payable after the execution of this deed shall also be borne and paid by the Second Party in proportion to the area of the entire/total plot of land being 2.723 Acres.

Provided further that any enhancement in the aforesaid "Charges" which accrue and are demanded after the date of execution of this conveyance deed shall be borne and payable exclusively by the Second Party and the Second Party undertakes to indemnify fully and absolutely the first party in this regard.

VIII. That the First Party hereby delivers/has delivered the vacant peaceful possession of the said "Additional Land" measuring of 0.203 acres to the

For Malibu Estate Pvt. Ltd.  
Anandhwaran.



For Endure Realty Pvt. Ltd.

224

Second party which shall be treated as one integrated commercial plot of Land measuring 2.723 acres as stated above in terms of the sanctioned lay out plan of the colony the propose/land use being - a commercial complex having the FSI indicated above.

**IX.** That the Second party shall not change the sanctioned land use of the site as provided for in the sanctioned lay out plan of the colony - Malibu Towne and undertakes to follow all statutory licenses and sanctions and the Zoning Norms /Zoning plans approved for the purpose/land use subject however to changes and revisions by the government/competent authority or change in law and that any infraction thereto shall be at the sole risk and cost of the second party.

**X.** That the Second party shall remain bound by all approvals, sanctions and statutory/bilateral agreements entered into by the first party with the DTCP-Haryana with regard to the said LAND.

**XI.** In the event the second party fails to adhere to the afore stated terms and conditions it is specifically made clear that the second party alone shall be responsible and liable for all consequences legal or otherwise in relation to the said breaches.

**XII.** That the Second party hereby agrees to indemnify and to keep MEPL fully indemnified and harmless against any claim made in regard to the said LAND or otherwise emanating and resulting as a result of the breaches of the terms and conditions as set forth in this Deed.

**XIII.** That all taxes, charges, fees, cesses, levies relating to the said "Property" WEF the date of execution of this conveyance deed will be the sole and exclusive liability of the Second party

**XIV** The stamp duty, registration charges and all other incidental charges and expenses for the present Sale deed will be borne by the Second party in every respect.

**XV.** The provisions of this Deed and matters relating thereto shall be governed by and construed in accordance with the laws of India AND the

For Malibu Estate Pvt. Ltd.



For Indira Realty Pvt. Ltd.

225

parties hereby agree that the courts of competent jurisdiction shall have jurisdiction to settle disputes, claims or matters arising under this Agreement or matters incidental thereto.

XVI. The First Party hereby conveys and hands over the said peaceful and vacant possession of the additional land free of all liens, charges and encumbrances which shall pass on good and clear title to the vendee at the time of execution and registration of this sale deed.

XVII. That, this Agreement between the parties is binding on both the parties and is also irrevocable.

IN WITNESS WHEREOF each of the parties has caused this DEED to be duly executed as of the 11<sup>th</sup> day of October 2010 as above.

WITNESSES

1. *[Signature]*  
PANAM BUKHAR  
9, S.P. BUKHAR  
Kt. Lt, S. Jitwar Plaza,  
MS Road, Gurgaon

2. Jagbir  
Jagbir  
S.P. Citeran  
No. V. P.O. Shara Kalas, Nanda  
Gurgaon

First Party  
For Malibu Estate Pvt. Ltd.

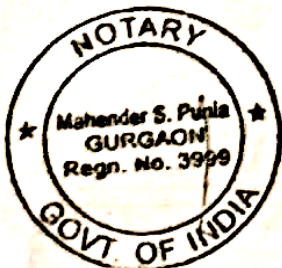
For Malibu Estate Pvt. Ltd.

*[Signature]*  
Auth. Signatory  
Auth. signatory

M/s Malibu Estate Pvt. Ltd.  
Through its authorized signatory  
Shri V.K. Maheshwari

Second party  
For Endure Realty Pvt. Ltd.  
For Endure Realty Pvt. Ltd.

*[Signature]*  
Auth. Signatory/Director  
Auth. Signatory/ Director  
M/s Endure Realty Pvt. Ltd.  
Through its authorized signatory  
Mr. Kamal Kapoor

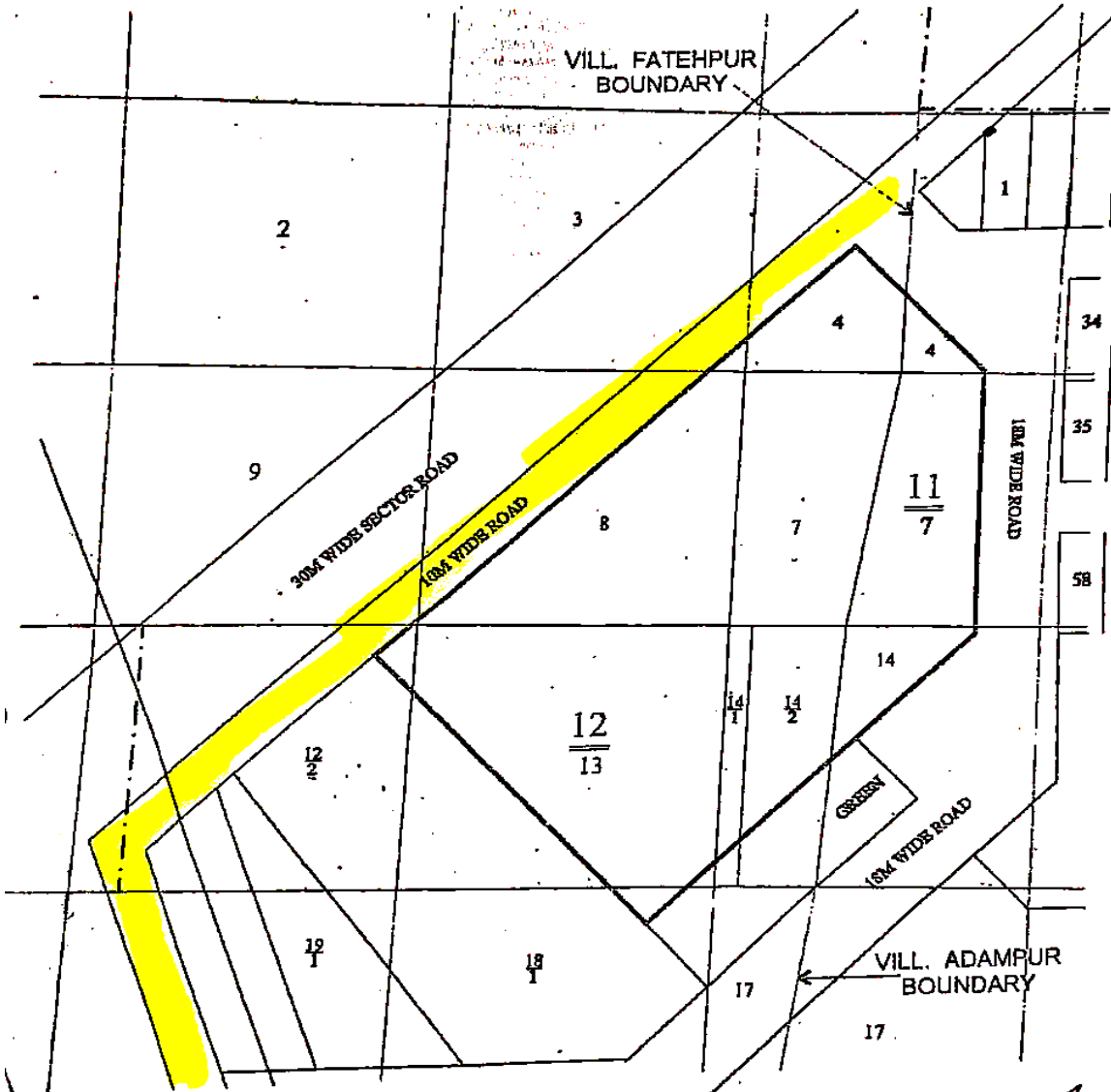


ATTESTED TO BE TRUE COPY  
MAHENDER S. PUNIA  
ADVOCATE & NOTARY  
DIST. GURGAON (Haryana) India

228

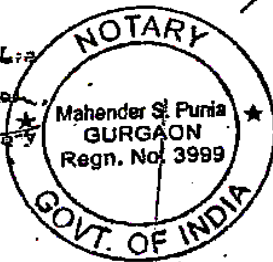
ANNEXURE - B

COMMERCIAL = 2.723 AC



For Malibu Estate Pvt. Ltd.

*Mahender S. Puri*  
Auth. Signatory



For Endure Realty Pvt. Ltd.

*[Signature]*  
Auth. Sign. of Director

**ANNEXURE – 8 – Approval of Service Plan Estimates of commercial plot area measuring 3.465 Acres Dated – 25-04-2014.**

**OFFICE OF THE SUPERINTENDING ENGINEER, HUDA, CIRCLE-II, GURGAON**

To

The Chief Engineer-I,  
HUDA, Panchkula.

Memo No. 5280

Dated: 25/4/14

**Sub:** Approval of service plan estimate for development of commercial colony land measuring 3.465 acres falling in residential plotted colony measuring 204.796 acre (License No. 71 to 75 of 1992 dated 28.10.1992, License No 4 to 8 of 1993 dated 18.03.1993, license No. 15 to 19 of 1994 dated 08.12.1994, license No. 4 to 8 of 1995 dated 15.11.1995, license No. 36 to 46 of 1997 dated 21.07.1997 and license No. 15 of 2008 dated 31.01.2008) in Sec-47 & 50, Gurgaon Mansarovar Urban Complex being developed by M/s Nikiyog Buildwell Pvt. Ltd. sale deed executed by M/s Malibu Estate Pvt. Ltd.

The service plan estimate of sale deed by M/s Malibu Estate Private Ltd. from the license mentioned as above for development of Commercial Colony for the area measuring 3.465 Acres at village Tikri, Sec-47, Gurgaon for M/s Nikiyog Buildwell Pvt. Ltd was submitted by the firm to the Executive Engineer, HUDA, Div. No. VI, Gurgaon. The Executive Engineer, HUDA, Division No. VI, Gurgaon has checked the service plan estimate & submitted to this office for onward submission for taking further necessary action in regard to approval.

Note:-As per documents placed, the licenses as above were granted to M/s Malibu Estate Private limited and other firms and further M/s Malibu Estate Private Ltd. Gurgaon on 04.06.2007 executed sale deed of plots of 3.465 acre in favour of M/s Nikiyog Buildwell Private Limited in Sec-47 & 50, Gurgaon (Photocopy of licenses and sale deed is attached in the estimate).

The revision proposed in the revised building plan by the firm was in principal approved / granted to M/s Nikiyog Buildwell Pvt. Ltd. by Director General Town & Country Planning, Haryana Chandigarh vide No. 2139 dated 24.01.2014 for the purpose of inviting objections approval. It is subject to the following comments:-

- DENSITY / AREA/POPULATION:-** The overall population density of the commercial colony works out 4259 persons i.e. considering one persons per 3 sqm. on street sales floor, one person per 6 sqm on Floor above street and one person per 10 sqm for area under office. This may be checked and confirmed by DG TCP office that overall density as taken is corrected and overall density of sector is maintained according to the final development

plan of Gurgaon Town. The category wise area shown on the plan and proposed density of population thereof has been treated to be correct for the purpose of estimation / services.

2. **WATER SUPPLY:-** The water supply scheme is canal based. The source of development & distribution has been designed taking population density given as above taking water requirement @ 45 LPCD for permanent population and 15 LPCD for floating population. The rising main has been designed @ 1.2 times of daily requirement. 50 mm i/d rising main pipe line with provision of automatic pressure control valve has been proposed for connection from HUDA Master Water Supply. 1000mm i/d. master water supply pipe line is existing on Sohna Road i.e. dividing sector road of Sec-47/48, Gurgaon. The location of clear water storage tank and pump house etc. taken / shown on plan may be checked by DGTCP office.
  - i) The use of ground water / fresh water for construction purposes is prohibited. The tested sewage effluent is available at HUDA STP 's on payment or colonizer can make their own arrangement and further make fit as per IS 456 for construction purpose before use.
  - ii) Though, the provision for installation of tube-wells has not been taken in the service plan estimate. However, if at any later stage what so ever, the permission of tube-well in estimate doesn't entitle to drill tubewells. The permission is to neglect the requirement and provision of funds is made in the estimate but the tubewells shall be subject to all restriction imposed by Dc, Gurgaon/central Ground Water Department.
3. **SEWERAGE:-** The internal sewer line has been designed @ 3 times of daily requirement assuming 80% of domestic water supply shall find its way into the proposed sewerage system. All the SW pipes line has been designed to run half full. The necessary provision for treatment of sewage has been made by the colonizer by providing STP of 100 KLD. Treated water will be used for irrigation, flushing & soft water for A.C / D.G sets purposes under the dual pipe line system. Ultimate disposal of sewage of colony has been proposed to be disposed off by pumping through pressure pipe 150mm D.I. K7 wherever level permits. Master sewer line is existing on Sohna Road for disposal off overflow / surplus sewage from colonizer's STP
4. **STORM WATER DRAINAGE:-** The internal storm water line has been designed & proposed @20mm per hour rain fall intensity by the firm in their commercial colony. It has been proposed to lay underground RCC pipes / covered drains with required number of catch basins and manholes for disposal of storm water which will be

connected to rain water harvesting structure and discharge to underground aquifers as per CGWA guide lines and EIA norms and proposed overflow connection which shall be provided to connect excess storm water runoff in case of sudden high down pour by laying a storm water line from the proposed site and will be connected to main storm water line on HUDA sector road. 1200mm dia master storm water line is existing on Sohna Road for connection of colonizer's SWD overflow line.

5. **ROADS:-** The necessary provision for construction of roads/parking etc. has been made in the estimate. The following specifications have been proposed:-

- i) Construction of roads by providing granular sub base 250 mm as per MORT & H specification conforming to clause 401 grading - II, 400.1.
- ii) Providing, laying spreading and compacting hand broken / crushed stone aggregate to wet mix macadam specification conforming to physical requirement laid in 400 of MORT & H specification in tow layer [compacted to 250mm (125mm+125mm)] including premixing of material with water in mechanical mixer.
- iii) 50mm thick DBM.
- iv) 40mm thick mix seal surfacing.

6. **STREET LIGHTING :-** The provision for street lighting @ 1,00,000/- per acre has been included in this estimate.

7. **HORT:-** The necessary provision for development of parks and roads side plantation has been in the estimate.

8. **AIR TRAFFIC RULES/ REGULATIONS:-**

The commercial colony consists the construction of multi-storied building, RCC water tank has been proposed on the top of the building. The total height of the building and top of the water tank above ground level has not been defined indicated on the plans. The violation of Air Traffic Rules/ Regulations and height of the building may be examined by your office.

9. The layout plan for setting up of commercial colony in an area of 3.465 acres supplied by DTCP, HR., Chandigarh have been considered to be correct for the purpose of estimation/ services only.

10. **FIRE FIGHTING:-** The provision made in the estimate has been checked for estimation purpose. However, it may be made clear to the colonizer that the appropriate provision for firefighting arrangement as required in the NBC/ISI should also be provided by the colonizer and fire safety certificate should also be obtained by

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the colonizer from the competent authority before undertaking any construction. The colonizer will be sole responsible for fire safety arrangement

11. **MAINTENANCE** :-Provision for maintenance charges of various service has been included by the colonizers. The provision for Mtc. and resurfacing of roads after Ist 5 years and 10 years of Mtc. has also been included in the estimates of licensed colony of the colonizer.
12. **EXTERNAL DEVELOPMENT CHARGES**:-The colonizer will have to pay the proportionate cost to the external development charges for setting up commercial colony for the service like water supply, sewerage, storm water drainage, roads, bridges, community building, street lighting, horticulture etc. on gross acreage basis as has been approved by the authority and shall be binding upon the colonizer.
13. **MAINTENANCE OF SERVICES**:-~~The maintenance charges for various service like water supply, sewerage, storm water drainage, roads, street lighting and horticulture etc. and resurfacing of roads has been included in the estimate as per detail given in the estimate as they are liable to maintain the estate developed by them as per HUDA norms for ten years.~~
14. The title and name of the license may be examined by DGTCP office.
15. All technical notes and comments incorporated in this estimate in two sheets will also apply. A copy of these are also appended as Annexure - 'A'
16. The colonizer will have to ensure that sewer / storm water laid by them will be connected with the proposed / existing master services by gravity. If it is not possible to connect the services by gravity, it will be the responsibility of the colonizer to make the pumping arrangement and Mtc. thereof for all the time to come.
17. It may be made clear to the colonizer that he will not make the connection with the master services without prior approval of the competent authority, in writing.
18. The layout plan for setting up to commercial colony having and area 3.465 acres as appended in the layout plan approved by the O/o DGTCP has been considered to be correct for the purpose of estimation / services only.
19. For disposal of sewage of the colony, the colonizer has proposed sewage treatment plant in their colony. It may be made clear to the colonizer that he will be solely responsible for disposal of sewage of their colony as per requirement of HSPCB / Environment Deptt. till such time the HUDA

services are made available as per proposal of the Town. All the link connection with the HUDA services shall be made by the colonizer at his own cost. It may be clarified to the colonizer that recycled water is proposed flushing line, storage tank, metering system, pumping system and plumbing. It may be clarified to developer that no tap or outlet of any kind will be provided from the flushing lines / plumbing lines for recycled water except for connection to the cistern of flushing tanks and any scouring arrangement. Even ablution taps should be avoided:

- i) Two separate distribution systems, independent of each other, will be adopted, one for potable water supply and second for recycled water. Home/office/business establishment will have access to two water pipe lines.
- ii) Potable water and recycled water supply lines will be laid on opposite berms of road. Recycled water lines will be above sewer lines. Wherever unavoidable and if all pipes are required to be laid on same side of road, these will be localised from the ground surface in order of descending quality. Potable water shall be above recycle water which should be above sewer. Minimum clear vertical separation between a potable water line and a recycled water line shall be one foot, if not possible then readily identifiable sleeve should be used.  
To avoid any accidental use of recycled water for potable purposes all:
  - a) Recycle water pipes, fittings, appurtenances, valves, taps, meters, hydrants will be of Red Color or painted red.
  - b) Sign and symbols signifying and clearly indicating "Recycle Water" "Not fit for Drinking" must invariable be stamped / fixed on outlets, Hydrants Valves both surface and subsurface, Covers and at all conspicuous places of recycle distribution system.
  - c) Detectable marker tapes of red color bearing words "Recycle Water" should be fixed at suitable interval on pipes.
  - d) Octagonal covers, red in color or painted Red and words "Recycle Water-Non fit for Drinking" embossed on them should be used for recycled water.
  - e) All connections from recycle system should be distinguishable from connections of potable supply.
  - f) No cross connection to be made or allowed between recycle water

system and potable water system.

- g) The underground and overhead tanks should have "Recycle Water-Not fit for Drinking" and other warning sign embossed / marked on them. All tanks of recycle system shall be Square in shape.
- h) No connection of any kind, except for inlet to cisterns, shall be made from recycled water pipe.
- i) Potable water and recycled water supply lines will be laid on opposite berms of road. Recycled water lines will be above sewer lines. Wherever unavoidable and if all pipes are required to be laid on same side of road, these will be located from the ground surface in order of descending quality.
- j) Potable water shall be above recycled water which should be above sewer. Minimum clear vertical separation between a potable water line and a recycled water line shall be one foot and if not possible then readily identifiable sleeve should be used.
- k) Irrespective of immediate availability or non-availability of reclaimed / recycled water, every owner of a house / apartment / flat, commercial Societies, Commercial Complexes and Institutional Building in this colony / licensed area will follow the dual plumbing system so as to receive water separately from potable supply, boosting and utilizing in shape.
- l) All plumbing pipes fittings, valves will be of red color or painted red. In case of embedded pipes, marker tapes or red color at suitable intervals shall be fixed. The underground and overhead tanks should have "Recycle Water-Not fit for Drinking" and other warning signs embossed / marked on them. All tanks of recycle system shall be square in shape.
- m) If scour outlet is required, the same shall be provided at a place away from easy access and shall preferably be locked.
- n) Recycle water pipes and potable water pipes will be fixed in separate chases and a minimum horizontal distance of 6" will be maintained between them. In case of cross over, suitably colored / taped sleeve shall be used.
- o) It is the responsibility of colonizer / developer to supply adequate quantity of recycle water for flushing. In cases of deficit in recycle

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water of proper quality or if it is temporarily unavailable or when recycle water is not available, potable water will be used for meeting recycle water demand also.

20. It is made clear to the colonizer to make his own arrangement of services for the licensed area till the water supply and other services are made available by HUDA. The licensees will have to make their own arrangements. T/well required if any, can only be bored with prior permission from Central Ground Water Board and other concerned authority, for the purposes.
21. The correctness of the levels of the colony will be sole responsibility of the colonizer for integrating the internal sewer / storm water drainage of the colony by gravity with the master services. In case pumping is required the same will be provided & maintained by colonizer for all the time to come.
22. It may be made clear to the colonizer that the rain water harvesting system shall be provided by them per Central Ground Water Authority norms / Haryana Govt. notification and the same will be kept operational/maintained all the time. Arrangement for segregation of first rain not to be entered into the system shall also be made by the firm/colonizer.
23. The service estimate as received has been checked in this office with the consideration that layout plans appended in the services estimate has been checked / approved by DGTCP.
24. The estimate does not include the provision of electrification of the colony. However, it may be made clear to the colonizer that the supervision charges and O & M charges shall be paid by them directly to the HVPNL.
25. The colonizer will be solely responsible for the construction of various structures such as RCC under Ground Tank etc. according to the standard specifications good quality and its workmanship. The structural stability responsibility will entirely rest upon the colonizer.
26. In case some additional structures are required to be constructed as decided by HUDA at a later stage, the same will be binding upon the colonizer. Flow control valves will be installed, preferably of automatic type, on water supply connection with HUDA water supply line.
27. It may be made clear to the colonizer that he will not make any connection with the master services i.e. water supply, sewerage, SWD, without prior approval of the competent authority.
28. In case it is decided by Govt. to construct 24mtrs. Wide road and will extend

master services on 24mtrs internal circulation road then additional amount at rates as decided by the authority / Govt. will be recoverable over and above EDC.

29. Since the construction of master road is yet to take place, the developer will get the road level / formation level of his services fixed from the concerned Executive Engineer, before execution.
30. The formation level of internal road should match with the sector roads. Similar other services of colonizer like water supply, sewerage and SWD level etc. should be fixed in integration of levels of EDC services of water supply, sewerage, and SWD etc. which shall be ensured by the colonizer.
31. Levels of the external services to be provided by HUDA i.e. water supply sewerage will be proportionate to EDC deposited.
32. The firm will provide solar water heating system/ all required provisions as per the guide lines and approval issued by the Haryana Govt./Ministry of Environment, Govt. of India.
33. That the colonizer shall obtain the approval / clearance / NOC as per the provision of the notification No. S.O. 1533 (E) dated 14.09.2006 issued by Ministry of Environment and Forest, Government of India before starting the construction / execution of development works at site.
34. CFL lamp shall be provided by the firm for external lighting in respect of energy conservation.
35. That the owner will not resort manual scavenging by engaging sanitation works for cleaning of septic tanks/ such cleaning as per the decision taken in the meeting of the central monitoring committee (CMC) held under the Chairmanship of Cabinet Secretary on 22.03.2013 (D. O. No. Q. 11021/12/2010-PHE-II (Vol. IV dated 7<sup>th</sup> Feb, 2013 of secretary to the Govt. of India, Ministry of Urban Development and further order by the Principal Secretary to Govt. Haryana, Urban Local Bodies Department, Chandigarh vide letter No. 16/24/2013-2C1 dated nil.
36. The owner shall also be abide to take connection of sewage treated/recycled water supply from HUDA recycled water supply system as and when the system is made available and colonizer is asked by HUDA for connection.
37. **CONSTRUCTION ACTIVITY OF PROJECT:-**
  - a) It is clearly stated that the firm / developer shall not be allowed to carry out the construction with underground water.

- b) The firm shall also show the source from where the water supply will be taken for construction purpose.
38. The estimate cost of various services to be provided by the colonizer for the development of internal services has been checked and corrected works for the purposes of bank guarantee as under:-

| Sr. No. | Description   | Amount in Lacs         |
|---------|---|------------------------|
| 1.      | Water supply  | Rs. 175.30 lacs        |
| 2.      | Sewerage & recycling system   | Rs. 56.40 lacs         |
| 3.      | Storm Water Drainage  | Rs. 31.23 lacs         |
| 4.      | Roads and Footpath  | Rs. 131.00 lacs        |
| 5.      | Street Lighting   | Rs. 6.30 lacs          |
| 6.      | Horticulture  | Rs. 6.47 lacs          |
| 7.      | Maintenance of services for ten years including resurfacing of road after 1 <sup>st</sup> five years and 2 <sup>nd</sup> Five years of maintenance (as per HUDA norms). | Rs. 92.05 lacs         |
|         | <b>Total</b>  | <b>Rs. 498.75 lacs</b> |

Net Planned area = 3.465 acres ,

Dev. Cost per acre = Rs. 498.75/3.465 acres = Rs. 143.94 lacs per gross acre.

DA/- Annexure A

*(Signature)*  
 (A. K. Malan)  
 Superintending Engineer,  
 HUDA, Circle-II, Gurgaon

5281 dt 25/4/14

CC To . The Executive Engineer, HUDA, Division No. VI, Gurgaon for information w.r.t. his memo No. 4783 dated 22.04.2014.

Received 3 set of service  
 class estimate  
*(Signature)*  
 93/03330

## Annexure – 9 – Occupation Certificate of Dispensary Building

FORM-BR-VI  
[(See Rule 47 (1))]

Memo No. : STP (G)/2018/ 7350  
Dated: 19-9-18

To  
M/s Malibu Estate Dispensary Pvt. Ltd.  
38, DDA, Commercial Complex,  
Kailash Colony, Extn.  
New Delhi-48

Memo No. \_\_\_\_\_ Dated: \_\_\_\_\_


**Subject: Grant of Occupation Certificate for Dispensary Building area measuring 1.053 acres at sector-47 & 50 Gurugram for M/s Malibu Estates Dispensary Pvt. Ltd.**

Whereas M/s Malibu Estate Dispensary Pvt. Ltd.. has applied for the issuance of occupation certificate in respect of the building described below, I hereby grant permission for the occupation of the building after charging the composition charges amounting INR Rs. 2,90561/- (Two Lacs ninty thousand Five hundred sixty one only) for the variations vis-à-vis approved building plans subject to the following conditions:-

- 1 That the building shall be used for the purpose for which the occupation certificate is being granted and in accordance with the uses defined in the approved Zoning Regulations/Zoning Plan and terms and conditions shall stand automatically cancelled if you change the permitted use of the building or part thereof or raise any additional construction or alteration in the said building without approval of the competent authority and occupy the portion of the said building for which occupation certificate has not been granted and in that case action shall be initiated as per law.
- 2 You will be submitted the Fire NOC from Fire Deaprtemrnt within 30 days before habitation.
- 3 That you shall maintain roof top rain water harvesting system properly.
- 4 That the elevation of the building shall not be used for the purpose of advertisement and placement of hoardings.
- 5 That you shall neither erect not allow the erection of any Communication and Transmission Tower on top or any part of the building blocks.
- 6 That you shall use Compact Fluorescent Lamps (CFL) in the building as well as street lighting.
- 7 That you shall ensure that parking of vehicle is done within the area earmarked for parking in the approved building plan. Parking of any vehicle outside the premises/site will amount to violation of order of Hon'ble High Court passed in CWP No. 17296 of 2011 titled as Krishan Lal Gera Vs State of Haryana and others.

**DESCRIPTION OF BUILDING**


|                 |   |                    |
|-----------------|---|--------------------|
| Lower Basment   | : | Area 2397.728 sq m |
| Uppar Basment   | : | Area 2508.604 sq m |
| Ground floor    | : | Area 1419.951 sq m |
| First floor     | : | Area 966.367 sq m  |
| Second floor    | : | Area 966.367 sq m  |
| Third floor     | : | Area 729.105 sq m  |
| Mumty & Machine | : | Area 108.027 sq m  |

  
 Senior Town Planner  
 Cum-Chairman Building Plan Composition Committee  
 Gurugram.

Endst. No. STP(G)/2018/ 7357 - 55 Dated 19-9-18

A copy is forwarded to the following for information and necessary action:-

1. The Director, Town & Country Planning, Haryana, SCO No. 71-75, Sector-17C, Chandigarh.
2. Sr. Fire Station Officer, Gurugram.
3. Superintending Engineer-II, HSVP, Gurugram w.r.t. his office memo no. 7714 dated 24.07.2018 vide which approval from Public Health Point of view has been accorded.
4. District Town Planner (P), Gurugram w.r.t. his office memo no. 7209 dated 03.07.2018.
- ✓ District Town Planner (E), Gurugram.

  
 Senior Town Planner  
 Cum-Chairman Building Plan Composition Committee  
 Gurugram.

**Annexure – 10 – Occupation Certificate of High School with 30351.375 Sqm area for construction.**

District Town Planner, Gurugram (Planning)  
DEPARTMENT OF TOWN AND COUNTRY PLANNING  
HUDA, Office Complex, Sector-14, Gurugram, Tel No.:0124-2320573  
E-mail: dtp4.gurugram.tcp@gmail.com

(R) 4/6/2018  
SDS (B)

Memo No.DTP (G)/2018/ 5882  
Dated: 1/6/2018

The Senior Town Planner,  
Gurugram.

Sub:- **Grant of Part Occupation Certificate for High School site of Shri Dhanpat Rai Memorial Bal Vikas Shiksha Society on the area measuring 5.09 acre falling in Residential Plotted Colony Namely Malibu Town in Sector -47 & 50, Gurugram Manesar Urban Complex.**

Reference:- DGTCP office Memo No ZP-5-Vol-V/AD(RA)/2018/13728 dated 04.05.2018.

Please, it is informed that subject cited case has been received in this office vide letter under reference, for issuance of part occupation certificate. Detail report of the case is as below:-

The applied site is situated in the plotted Colony at Malibu Town, Sector -47 & 50, Gurugram Manesar Urban Complex. The building plans of this High School were approved vide DGTCP office memo no No ZP-5-Vol-V/SD(BS)/2017/15488 dated 05.07.2017.

Site has been inspected on dated 23.05.2018 by field official and found that applied building has been completed. The deviation/violations shown at the site plan w.r.t. to approved building plans have been marked on the copy of approved building plan with red color.

**BASEMENT**  
The detail of basement is as below: - Basements has been constructed as sanctioned

| Basement        | Sanctioned area | Achieved area                      | Internal change area | FAR Area added without plan | Car Parking sanctioned | Car Parking provided |
|-----------------|-----------------|------------------------------------|----------------------|-----------------------------|------------------------|----------------------|
| <b>Basement</b> | 8890.30         | 729.78 +<br>1528.731 =<br>2258.511 | Nil                  | Nil                         | 6980.799 sqmtr         | 7011.40              |

**BUILDING BLOCK**

1) The School Building has been constructed up to G+First + Second + Third + Mumty floors as sanctioned

2) 16.070 M height has been achieved as per sanctioned.

| S.no | Attributes            | Sanctioned FAR Area (sq.m) | Achieved FAR Area (sq.m) | Ground Coverage |                 | Area added without plan | Internal change area |
|------|-----------------------|----------------------------|--------------------------|-----------------|-----------------|-------------------------|----------------------|
|      |                       |                            |                          | Sanctioned      | Achieved        |                         |                      |
| 1    | Ground Floor          | 4577.313                   | 1249.904                 | 5058.068        | 1287.729        | 39.06                   | Nil                  |
| 2    | 1 <sup>st</sup> Floor | 4235.195                   | 1352.162                 |                 |                 | 39.06                   | Nil                  |
| 3    | 2 <sup>nd</sup> Floor | 4933.119                   | 1352.162                 |                 |                 | 39.06                   | Nil                  |
| 4    | 3 <sup>rd</sup> Floor | 4050.118                   | 1208.213                 |                 |                 | 39.06                   | Nil                  |
| 5    | Mumty                 | 4933.119                   | 169.614                  |                 |                 | Nil                     | Nil                  |
|      | <b>Total</b>          | <b>22728.864</b>           | <b>5332.055</b>          | <b>5058.068</b> | <b>1287.729</b> | <b>156.26</b>           | <b>Nil</b>           |

TOTAL ACHIVED FAR = (Gr. + First + Second + Third) = 1249.904 + 1352.162 + 1352.162 + 1208.213 = 5162.441 sqm.

Total Covered area at site all floor including Basement, Pump Room, munties = 2258.511 + 1249.904 + 1352.162 + 1352.162 + 1208.213 + 169.614 = 7628.391 sqm.

Parking :- Required parking area = 6980.799 sqmtr and Provided is = 1161.40 (basement Parking) + 5850.0 (Ground Floor open parking) = 7011.40 sqm. (7011.40 sqm Parking provide at site as per rule)

**FINAL DESCRIPTION:**


|                 | Permissible area<br>(1) | Sanctioned area<br>(2) | Achieved area<br>(3) | Balance area<br>(1-3) |
|-----------------|-------------------------|------------------------|----------------------|-----------------------|
| Ground Coverage | 5058.55                 | 5058.068               | 1249.904             | 3808.646              |
| FAR (150%)      | 30351.375 (150%)        | 30127.72               | 5162.441             | 25188.934             |

1) On the basis of the detailed report, the violation are summarized as under:-

- 1) DPC certification not taken = 1249.904 sqm. = ~~1249.904~~ 1287.729 sqmtr
- 2) Plan sanctioned but sanction able construction added during the course of construction = 156.26 sqmtr
- 3) Gate & Boundary wall not as per govt. std. design
- 4) Door and window changes = 20 nos.
- 5) Elevation Change = 1 no.

The report along with Three sets of as built plan as submitted by the applicant are attached for further necessary action please.


DA/As above

  
District Town Planner,  
Gurugram

Endst. No.

Date

A copy is forwarded to Director General, Town & Country Planning, Haryana, Chandigarh for kind information please.

  
District Town Planner,  
Gurugram

## Annexure – 11 – Fact about the ownership of Dispensary building.

From- J. C. Chaudhary  
S/o Late Sh. Nanak Chand Chaudhary  
% Aakash Healthcare Pvt. Ltd.  
Sector- 3, Dwarka, New Delhi- 110075.

To- Senior Town Planner,  
Town & Country Planning Deptt.  
Gurugram

31/12/2021  
31/12/21  
PA/ATP  
JD  
31/12/21

4235  
31/12/21

**Subject: Approval of building plans of Dispensary site area measuring 1.053 acres in residential plotted colony namely "Malibu Towne" in sector 47, Gurugram being developed by Sh. Jagdish Chand Chaudhary.**

**Reference: Your office letter vide endorsement no. STP(G)/2021/6042 dated 14/12/2021. AND Memo No. 6431 DT-31-12-2021, Endorsement No STP-6043, 14/12/21**

Sir,

This is to inform you that M/s Malibu Estate Pvt. Ltd. was the earlier owner of the subject site for which M/s Malibu Estate Pvt. Ltd. had obtained O.C. from STP office, Gurugram vide their memo no. 7350 dated 19/09/2018. We had purchased the subject site from M/s Malibu Estate Pvt. Ltd. with the prior Transfer Permission of Director Town & Country Planning Haryana Chandigarh vide their office memo no. LC-171-Asstt(RK) 2019/26109 dated 23/10/2019.

Now we are the sole owner of the subject site w.e.f. 23/10/2019 and we shall abide by all further compliance imposed/to be imposed by the Department through any approval. We are/were not entitled to furnish/abide by any compliance prior to 23/10/2019. After 23/10/2019 we have not started/executed any construction/development work at site without prior approval. Director Town & Country Planning has already compounded the offense of demolition of old buildings (without prior demolition permission from competent authority) for further approval of building plans of the subject site. Now you are requested to expedite the process for approval of building plans of the subject site.

Please find the attached transaction receipt dated 31/12/2021 of Rs. 1,70,000/- on account of composition charges.

Yours sincerely,  
For J. C. Chaudhary



% Aakash Healthcare Pvt. Ltd.

## AFFIDAVIT

**IN THE HON'BLE COURT OF NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI**

APPLICATION NO. QA- 68 of 2022

In the matter of :

Raman Sharma

..... APPLICANT

Verse

SATE OF HARYANA & ORS

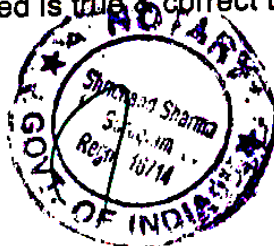
..... RESPONDENT(s)

**AFFIDAVIT ON BEHALF OF APPLICANT FOR FILING OBJECTIONS**

Affidavit of Sh. Raman Sharma aged about 57 years, S/o Sh. Narendar  
Nath Sharma, R/o CW-58-FF, Malibu Towne Gurgaon.

We, the above-named deponents do hereby solemnly affirm and declare as  
under:

1. That the deponent is an applicant and is well conversant with the facts and circumstances of the case and hence competent to swear this affidavit.
2. That the deponents affirm the present application for objection has been filed by the Deponent in accordance to actual factual matrix and all the facts mentioned in the application for objection are true and to best of our knowledge.
3. That the Deponents affirm that the content of application for objection are drafted in accordance with documents/ evidence mentioned herein alongwith the laws mentioned in the application for objection. The contents of the IA filed is true & correct to our knowledge.



  
Deponents

**Verification:** Verified at Gurugram on this Date of \_\_\_\_\_ 2024 that the contents of the above affidavit are true and correct to the best of our knowledge and belief and nothing material fact has been concealed therefrom.

Date:

  
Deponents



**ATTESTED**  
  
SHRI CHAND SHARMA  
ADVOCATE & NOTARY  
GURGAON

05 JAN 2024