

**Regional Office, Gurugram (N)**  
**Haryana State Pollution Control Board**

Vikas Sadan, Opposite- New Court, Gurugram

Website: - [www.hspcb.gov.in](http://www.hspcb.gov.in) Tel: 0124-2332775, 2972341

Email ID: - [hspcbrogrn@gmail.com](mailto:hspcbrogrn@gmail.com)

Dated:- 04.05.2022

To

The Registrar,  
 National Green Tribunal,  
 Faridkot House, Copernicus Road,  
 New Delhi.  
 Email:-[judicial-ngt@gov.in](mailto:judicial-ngt@gov.in)

**Subject - Action taken report in the matter of O.A. No – 29/2021 (I.A No. 27/2021) titled as Col. Sunil Kumar (Retd.) & Anr. V/s Union of India & Ors. in compliance of Hon'ble National Green Tribunal order dated 28.09.2021.**

R/Sir,

This is in the reference to above mentioned matter. The Hon'ble Tribunal vide order dated 28.09.2021 in the matter of O.A. No – 29/2021 (I.A No. 27/2021) titled as Col. Sunil Kumar (Retd.) & Anr. V/s Union of India & Ors. has directed as under:-

*"We also direct the joint Committee to revisit its report in the light of the above observations and give a fresh report within one month by e-mail at [judicial-ngt@gov.in](mailto:judicial-ngt@gov.in) preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF. The Committee may also recommend measures for ensuring compliance of norms in situations when rescheduling is done declaring EC/consents invalid and the environment regulators fail to act on such condition. The composition of Committee is directed to be changed so that the nominee of MoEF&CC should be of the rank of Director and SEIAA may be represented by Member Secretary."*

Keeping in view of above, status report prepared in compliance of order dated 28.09.2021 is enclosed herewith. It is requested to kindly accept the report and place before the Hon'ble Tribunal.

DA/As above

Yours Faithfully



Regional Officer  
 Gurugram Region (N)

For Haryana State Pollution Control Board

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# **Status Report**

**As per**

**Hon'ble National Green Tribunal  
(Order dated 28<sup>th</sup> September, 2021)**

**IN THE MATTER OF  
Col. Sunil Kumar (Retd.) & Anr.**

**Versus**

**Union of India &Ors.**

**Original Application**

**No.**

**IN THE MATTER OF  
29/2021 (I.A No. 27/2021 )**

**Status report in the matter of O.A. No – 29/2021 (I.A No. 27/2021) titled as Col. Sunil Kumar (Retd.) &Anr. V/s Union of India & Ors.**

**1. Background**

Hon'ble National Green Tribunal (NGT) in the matter of O.A. No – 29/2021 (I.A No. 27/2021) titled as Col. Sunil Kumar (Retd.) &Anr. V/s Union of India & Ors in its order dated 16.02.2021 constituted a Joint Committee for executing the orders in the said matter. The Joint Committee comprising of Sh. R.K Sapra, IFS (Retd.), Member SEAC, SEIAA, Dr. K.K Garg, Scientist-C, MOEF&CC, Sh. Danish Meena, Scientist C & Smt. Akansha Tanwar, AEE, HSPCB, Gurugram Region (North) had inspected the site on 14.06.2021 and filed the compliance report in Hon'ble NGT vide Email dated 26.06.2021. Copy of compliance report is attached as **Annexure-S-1**. Hon'ble NGT, after going through the report further directed the Joint Committee to revisit the report vide order dated 28.09.2021 in the said matter. The relevant part of the order dated 28.09.2021 are reproduced as under:

*“.....We also direct the Joint Committee to revisit its report in the light of the above observations and give a fresh report within one month by e-mail at [judicial-ngt@gov.in](mailto:judicial-ngt@gov.in) preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF. The Committee may also recommend measures for ensuring compliance of norms in situations when rescheduling is done declaring EC/consents invalid and the environment regulators fail to act on such condition. The composition of Committee is directed to be changed so that the nominee of MoEF&CC*

*should be of the rank of Director and SEIAA may be represented by Member Secretary.....”*

## 2. Compliance to NGT directions

In compliance to the directions of Hon’ble NGT, a Joint committee comprising of following has been re-constituted wherein SEIAA, Haryana has been represented by Member Secretary & MoEF&CC by Scientist ‘E’ who is equivalent to Director, CPCB & HSPCB by the previous joint committee member respectively:-

Sr. No.	Name	Designation	Department/ Agency
1	Sh. S. Narayanan, IFS	Member Secretary, SEIAA, Haryana	SEIAA, Haryana
2.	Dr. Vimal Kumar Hatwal	Scientist ‘E’	MoEF&CC
3.	Sh. Danish Meena	Scientist ‘C’	CPCB
4.	Ms. Akansha Tanwar	AEE, HSPCB, Gurugram Region (North)	HSPCB

The Joint Committee inspected the site and subsequently held a meeting on 19.04.2022 at 10:00 AM through Video Conference inviting the applicants in OA No. 82 of 2021 (I.A No. 84/2021) titled as Dr. Anjoo Kumar & Anr Versus union of India & Ors & OA No. 29 of 2021 (I.A No.27/2021) Col. Sunil Kumar (Retd.) &Anr Versus union of India & Ors. The applicants were invited over telephone to join meeting through video conference and link of

the meeting was shared on 18.04.2022 but they didn't attend meeting. However, the applicants Col. Sunil Kumar (Retd.) & Dr. Anjoo Kumar jointly emailed to all the Committee members that they have faith in the authorities and they would go by the recommendation of Committee. In the meeting the previous report submitted by the then Committee was agreed upon besides including the facts submitted by District Town & Country Planning, Haryana before Hon'ble High Court of Punjab & Haryana at Chandigarh & corrigendum dated 10.01.2022. The Committee examined and discuss the report of the earlier Committee and the report submitted by Town & Country Planning Department, Government of Haryana before Hon'ble High Court of Punjab & Haryana at Chandigarh. Copy of minutes of meeting & email dated 19.04.2022 are attached as **Annexure-S 1 (a) & S-1 (b)**

### **3. Observations:**

1. The Committee observed that the issues raised in grievance are about the commercial complex comprising of Retail, Office space, Hotels and Commercial complex on a land admeasuring 13.95 acres falls in Sector 58 village Ghata, Gurugram being developed by IREO Hospitality Company Pvt. Ltd. alongwith other land-owning companies. The details of ownership of land alongwith licences in the said 13.95 acres of land, are enclosed as **Annexure S-2.**
2. It was observed that Environmental Clearance was granted by SEIAA, Haryana vide letter No. SEIAA/HR/2013/619 dated 04.09.2013 for total land area of 13.95 acres (56453.35 sqm) and built-up area of 239,802.723 sqm, which was valid upto 04.09.2020 (**Annexure S-3**). Latest six monthly compliance report of Environmental Clearance submitted by the project proponent is enclosed as **Annexure S-4.**

3. The applicant in his complaint has alleged that in compliance of order dated 09.12.2015, 10.05.2016 and 16.06.2017 of Director Town and Country Planning, Haryana, all sanctions and approvals granted to the aforementioned licenses including approvals of building plans, were cancelled and hence the Environment Clearance dated 04.09.2013 stands cancelled.
4. The Joint Committee observed that the grievance about revised schedule of lands which falls under the jurisdiction of the Town and Country Planning Department, Haryana and the order dated 09.12.2015 (**Annexure S-5**) is regarding rescheduling of land measuring 17.55 acre in the revenue estate of village Behrampur District Gurgaon and not regarding village Ghata where the project measuring 13.95 acre is located.
5. It was further observed that the CWP no. 747/2021 (**Annexure S-6 (a)**) is pending before Hon'ble Punjab & Haryana High Court, Chandigarh and as per the reply submitted by Chief Town planner, Haryana, Department of Town and Country Planning to Hon'ble Punjab & Haryana High Court, Chandigarh on behalf of the Town and Country Planning Department, Haryana (**Annexure S-6 (b)**) the zoning/building plans approved by them stood annulled with effect from 09.12.2015, only with respect to the land which was subject to revision and the land parcels which were affected by such revision which fall in sector 59, Gurugram. In their reply the site affected vide exchange order dated 09.12.2015 has been superimposed in the layout plan which is shown in blue hatching. This indicates that the commercial project admeasuring 13.95 acre is not affected by this exchange.
6. The Joint Committee observed that no rescheduling of land was done in the project admeasuring 13.95 acres after obtaining Environmental Clearance dated 04.09.2013.

7. Project proponent has obtained CTE from Haryana State Pollution Control Board vide letter No. 2821215GUNOCTE2297575 dated 16.11.2015 which was extended vide letter No. HEPC/2017/509 dated 29.08.2017(**Annexure S-7 Colly**). Thereafter, the project proponent obtained corrigendum letter from SEIAA vide letter No. SEIAA/HR/2016/644 dated 04.08.2016 (**Annexure S-8**) for transfer of name of companies.
8. As per order dated 10.05.2016 (**Annexure S-9**) area measuring 0.50 acre (Khasra no. 9//24/2 area 4 canal of village Ullawas) which was a part of license 107 of 2010 is de-licensed. It is already clarified by the Corrigendum dated 10.01.2022 (**Annexure S-10**) of the Directorate of Town and Country Planning, Haryana in a similar matter of de-licensing that all the approvals granted by the department are to be considered for the remaining area. Since the de-licensing has taken place in village Ullawas and the project in question is located in village Ghata, the commercial project is not affected by these de-licensing orders, the Committee opined
9. Further, as per orders dated 16.06.2017 (**Annexure S-11**) of DTCP de-licensing of an area measuring 1.43125 acre in license no. 107 of 2010 is allowed. As per Annexure R-3 of the reply submitted by Chief Town planner, Haryana, Department of Town and Country planning on behalf of the Town and Country Planning Department, Haryana the site affected by this de-licensing is shown in black hatching which again clarifies that the commercial project admeasuring 13.95 acre is not affected by this de-licensing order also.
10. The Joint Committee noted that the Project Proponent has obtained part Occupancy Certificate (OC) vide letter No. ZP-474/JD (RD)/2019/26079 dated. 23.10.2019 (**Annexure S-12**) from DTCP, Haryana, following which Consent to Operate from Haryana State Pollution Control Board vide letter No. HSPCB/Consent/: 329962321GUNOCTO15703190 Dated: 08/11/2021

(Annexure S-13) was obtained. Project Proponent had obtained extension of validity of EC from SEIAA vide letter No. SEIAA/HR/2020/438 dated 16.10.2020 (Annexure S-14).

#### 4. Other Observations:

1. A Sewage Treatment Plant (STP) of 940 KLD capacity with MBR technology has been installed at site to treat the sewage and the PP has informed the Committee that the treated water will be used for flushing and gardening purposes, in compliance of the EC condition.
2. Project was completed in 2019 and a part occupancy certificate has been obtained from the DTCP, Haryana. However, project was not yet operation as during the visit of the Joint Committee.
3. Rain Water Harvesting System has been developed within the project premises. Roof run-off and surface run-off collection system and 16 Nos. recharge pits have been provided for rainwater harvesting purpose.
4. The Fire hydrants were found in two designated green spaces. However, these were not found in working condition.
5. PP has submitted that the project is GRIHA 5 star rating certificate. However, Solar panels have not been installed at site for energy conservation purposes.
6. Proper system for solid waste collection and storage was noticed during the visit. Organic waste converter machine of 400 kg per day capacity has been installed at site.
7. Committee has observed that the PP has done its efforts for the plantation within the project premises as well as at the entrance/exit and around the periphery.

The petitioner has raised the issue of illegal construction after rescheduling and de-licensing of certain parts of land of licenses and has stated statutory clearance obtained by project proponent should become invalid after rescheduling of license. The Committee after detailed site inspection and detailed deliberations has inferred that:-

1. The project proponent has obtained Environmental Clearance from SEIAA, Haryana, Consent to Establish and Consent to Operate under Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981 from HSPCB.
2. Rescheduling of license was done in sector 59 while the project is located in sector 58. Khasra no of commercial project in 13.95 acres land are different from Khasra no. of land rescheduled in the year 2015.
3. On the basis of document of DTP submitted in Hon'ble High Court, it is concluded that the rescheduling order dated 09.12.2015, the de-licensing order date 10.05.2016 and de-licensing order dated 16.06.2017 has not affected the area for Commercial Complex project measuring 13.95 acres.

The Hon'ble Tribunal may issue appropriate directions as it deems fit which the Committee is bound to comply with.

DA/As above



**Akansha Tanwar, AEE  
HSPCB, Gurugram Region (N)**



**Danish Meena, Scientist 'C'  
Central Pollution Control Board**



**Vimal Kumar Hatwal, Scientist 'E'  
MoEF&CC**



**S. Narayanan, IFS  
Member Secretary, SEIAA, Haryana**



Gurgaon North Region Hspcb &lt;hspcbrogrn@gmail.com&gt;

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**Action taken report in the matter of O.A. No – 29/2021 (I.A No. 27/2021) titled as Col. Sunil Kumar (Retd.) & Anr. V/s Union of India & Ors. in compliance of Hon'ble National Green Tribunal order dated 16.02.2021.**

3 messages

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**Gurgaon North Region Hspcb** <hspcbrogrn@gmail.com>

Sat, Jun 26, 2021 at 7:08 PM

To: [judicial-ngt@gov.in](mailto:judicial-ngt@gov.in)Cc: r k <[rk\\_sapraus@yahoo.com](mailto:rk_sapraus@yahoo.com)>Bcc: [danish.cpcb@nic.in](mailto:danish.cpcb@nic.in)**sunil kumar (3).pdf**

7003K

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**Gurgaon North Region Hspcb** <hspcbrogrn@gmail.com>

Sat, Jun 26, 2021 at 7:08 PM

To: [anil grover <groveradvocate@rediffmail.com>](mailto:anil grover <groveradvocate@rediffmail.com>)Cc: [suman5662@gmail.com](mailto:suman5662@gmail.com)Bcc: [Krishan Garg <kkgarg.garg23@gmail.com>](mailto:Krishan Garg <kkgarg.garg23@gmail.com>)

----- Forwarded message -----

From: **Gurgaon North Region Hspcb** <[hspcbrogrn@gmail.com](mailto:hspcbrogrn@gmail.com)>

Date: Sat, 26 Jun, 2021, 7:08 pm

Subject: Action taken report in the matter of O.A. No – 29/2021 (I.A No. 27/2021) titled as Col. Sunil Kumar (Retd.) &amp; Anr. V/s Union of India &amp; Ors. in compliance of Hon'ble National Green Tribunal order dated 16.02.2021.

To: <[judicial-ngt@gov.in](mailto:judicial-ngt@gov.in)>Cc: r k <[rk\\_sapraus@yahoo.com](mailto:rk_sapraus@yahoo.com)>**sunil kumar (3).pdf**

7003K

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**Gurgaon North Region Hspcb** <hspcbrogrn@gmail.com>

Sat, Jun 26, 2021 at 7:11 PM

To: [gupta.dharmendra@gov.in](mailto:gupta.dharmendra@gov.in)

[Quoted text hidden]

**sunil kumar (3).pdf**

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**Regional Office, Gurugram (N)**  
**Haryana State Pollution Control Board**

Vikas Sadan, Opposite- New Court, Gurugram

Website: - www.hspcb.gov.in Tel: 0124-2332775, 2972341

Email ID: - hspcbrogrn@gmail.com

To

The Registrar,  
National Green Tribunal,  
Faridkot House, Copernicus Road,  
New Delhi.  
Email:-judicial-ngt@gov.in

**Subject - Action taken report in the matter of O.A. No – 29/2021 (I.A No. 27/2021) titled as Col. Sunil Kumar (Retd.) & Anr. V/s Union of India & Ors. in compliance of Hon'ble National Green Tribunal order dated 16.02.2021.**

**R/Sir,**

This is in the reference to above mentioned matter. The Hon'ble Tribunal vide order dated 16.02.2021 in the matter of O.A. No – 29/2021 (I.A No. 27/2021) titled as Col. Sunil Kumar (Retd.) & Anr. V/s Union of India & Ors. has directed as under:-

*“In view of the above, let a joint Committee of MoEF&CC, CPCB, State PCB and SEIAA, Haryana ascertain the factual position and give a status report to this Tribunal within two months by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF with a copy to the project proponent for its response, if any, within two weeks of receipt of such report. If during examination of the matter, the statutory authorities notice any deficiencies it will be open to them to take remedial action following due process. Further course of action will be considered after receipt of the status report as above. The State PCB will be nodal agency for compliance. It is be open to the applicant to move to the statutory authorities for any interim arrangement for enforcing the law.”*

In compliance of said order, status report of order dated 16.02.2021 of Hon'ble Tribunal, which is enclosed herewith. It is requested to kindly accept the report and place before the Hon'ble Tribunal.

**DA/As above**

**Yours Faithfully**

**Signed by Kuldeep Singh**  
**Date: 26-06-2021 16:25:44**  
**Reason: Approved**

**Regional Officer,**  
**Gurugram Region (N)**  
**For Haryana State Pollution Control Board**

**Regional Office, Gurugram (N)**  
**Haryana State Pollution Control Board**  
**Vikas Sadan, Opposite-New Court, Gurugram**

Website:-www.hspcb.gov.in Tel : 0124-  
2332775, 2972341

Email ID:- hspcbrogrn@gmail.com

Dated:-

To

1. The Member Secretary, SEIAA,  
Bays No. 55-58.,ParytanBhawan, 1<sup>st</sup> floor, sector-2,  
Panchkula, Haryana134115.  
Email Id:-seiaa.hry@gmail.com
2. Sh. Vimal Kumar Hatwal, Scientist-E, MOEF&CC,  
Integrated Regional Office, Bays No. 24-25  
Sector 31A, Dakshin Marg, Chandigarh - 160030  
Email Id: vk.hatwal@gov.in
3. Sh. Danish Meena, Scientist C,  
Central Pollution Control Board,  
Parivesh Bhawan, East Arjun Nagar, Delhi.  
Email Id: danish.cpcb@gmail.com
4. Ms. Akansha Tanwar, AEE  
HSPCB, Gurugram Region (N)

**Sub:- Minutes of meeting held on 19.04.2022 at 10:00 AM through Video Conference of Joint Committee constituted by NGT and applicants in OA No. 82 of 2021 (I.A No. 84/2021) titled as Dr. Anjoo Kumar & Anr Versus union of India & Ors & OA No. 29 of 2021 (I.A No.27/2021) Col. Sunil Kumar (Retd.) & Anr Versus union of India & Ors.**

Kindly refer to the subject noted above, please find enclosed herewith the minutes of meeting held on 19.04.2022 at 10:00 AM through Video Conference of Joint Committee constituted by NGT and applicants in OA No. 82 of 2021 (I.A No. 84/2021) titled as Dr. Anjoo Kumar & Anr Versus union of India & Ors & OA No. 29 of 2021 (I.A No.27/2021) Col. Sunil Kumar (Retd.) & Anr Versus union of India & Ors for you kind information and further necessary action.

**DA/As above**

**Signed by Kuldeep Singh**  
**Date: 19-04-2022 16:17:52**  
**Reason: Approved**  
**Regional Officer,**  
**Gurugram Region (N)**

**Minutes of meeting held on 19.04.2022 at 10:00 AM through Video Conference of Joint Committee constituted by NGT and applicants in OA No. 82 of 2021 (I.A No. 84/2021) titled as Dr. Anjoo Kumar & Anr Versus union of India & Ors & OA No. 29 of 2021 (I.A No.27/2021) Col. Sunil Kumar (Retd.) & Anr Versus union of India & Ors.**

The meeting was held on 19.04.2022 at 10:00 AM through Video Conference. The followings members of constituted committee attended the meeting:-

Sr. No.	Name	Designation	Nominee
1	Sh. S. Narayanan, IFS	Member Secretary, SEIAA, Haryana	SEIAA, Haryana
2.	Sh. Vimal Kumar Hatwal	Scientist 'E'	MoEF&CC
3.	Sh. Danish Meena	Scientist 'C'	CPCB
4.	Ms. Akansha Tanwar	AEE, HSPCB, Gurugram Region (North)	HSPCB

At the outset of the meeting Sh. Kuldeep Singh, Regional Officer, Gurugram Region (North) welcomed all the joint committee members. Col. Sunil Kumar & Dr. Anjoo Kumar were invited on 18.04.2022 telephonically by Ms. Akansha Tanwar, AEE, (one of the member of Joint Committee) to join meeting through video conference with the joint committee but they have not attended the said meeting. He also briefed the committee members about order dated 28.09.2021 in the matter of OA No. 82 of 2021 (I.A No. 84/2021) titled as Dr. Anjoo Kumar & Anr Versus union of India & Ors & OA No. 29 of 2021 (I.A No.27/2021) Col. Sunil Kumar (Retd.) & Anr Versus union of India & Ors. regarding revisiting of report of Joint committed submitted in Hon'ble NGT vide Email dated 26.06.2021. After detailed discussion, it was decided that :-

1. Allegations in both the NGT matters are based solely on rescheduling order dated 09.12.2015 & de-licensing order dated 10.05.2016 & 16.06.2017 of Town & Country Planning Department, Haryana. Since as per the orders **“The approval of all zoning plans and building plans accorded earlier in the above mentioned licenses shall stand annulled and fresh zoning and building plans shall be get approved as per Rules/norms.”** It is discussed that Town & Country Planning Department, Haryana has

already clarified in corrigendum dated 10.01.2022 of & reply dated 05.02.2021 before Hon'ble Punjab & Haryana High Court, Chandigarh in the matter of Sanjay Wadhwa V/s State of Haryana that Zoning/building plans approved by DTCP, Haryana stood annulled/cancelled only with respect to the land which was affected by such revision & was falling in Sector-59, Gurugram & both these projects were not affected by such revisions. 2.

2. Grievance submitted by Sh. Ramesh Sanka, through email about the said projects although he is not applicant in the OAs, also examined and not found any substantial proof of his claim that the project proponent had started construction activity /excavation were at site before obtaining Environmental Clearance.
3. Previous report submitted by the then committee was agreed upon besides including the facts submitted by DTCP, Haryana before Hon'ble Punjab & Haryana High Court, Chandigarh and corrigendum dated 10.01.2022.
4. Local Committee member shall prepare draft report and shall share with all concerned members and pursue them for finalization till 20.04.2022 and Regional Officer, Gurugram Region North shall file report before Hon'ble NGT.

The meeting ended with a vote of thanks to Chair.



Gurgaon North Region Hspcb &lt;hspcbrogrn@gmail.com&gt;

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**Fwd: NGT - OA No 82**

1 message

**Sunil Kumar** <npq100@gmail.com>

Tue, Apr 19, 2022 at 1:30 PM

To: danish.cpcb@gmail.com, danish.cpcb@gov.in, danish.cpcb@nic.in, seiaa-21.env@hry.gov.in, seiaa.hry@gmail.com, vk.hatwal@gov.in, hspcbrogrn@gmail.com

Earlier mail not delivered. Resending the mail  
Colonel Sunil Kumar  
Mob No +91 8800936677

----- Forwarded message -----

From: **Sunil Kumar** <npq100@gmail.com>

Date: Tue, Apr 19, 2022 at 10:23 AM

Subject: NGT - OA No 82

To: &lt;danish.cpcb@gov.in&gt;, &lt;seiaa-21env@gov.in&gt;, &lt;vk.hatwal@gov.in&gt;, &lt;danishcpcb@nic.in&gt;

Dear Sir/Ma' am,

1. Please refer to your invitation to a VC today and further to my tele-conversation with Ms Akansha Tanwar, representing the judicial-ngt.
2. As informed we are the joint applicants, (me with my wife Dr Anjoo Kumar), being long suffering allottees of a flat in IREO Grand Hyatt Residences project in Gurgaon. We would like to confirm that we had requested intervention of the authorities when we were made aware that there were irregularities and procedural lapses in the builder getting approvals, (which were doubtful as documentary evidence was not available to us then). In fact it seemed that necessary approvals had not been obtained from the authorities.
3. However it seems that there is documentary evidence that this was not the case and the approvals were in place.
4. Being a long serving army officer, we have total faith in the system and the governance through various bodies like the one represented by you. As such, we will go by your considered judgement/recommendation to the legal authorities, knowing fully that you would have investigated everything carefully and taken the correct decision. On your decision and direction we will be willing to even withdraw the case, resting sanguine that you would do the correct thing.

With regards,

Colonel Sunil Kumar &amp; Dr Anjoo Kumar

Mob No +91 8800936677

## ORDER

License No. 30 of 2008 dated 17.02.2008 was granted to Regal Green Lands Pvt. Ltd. and others for setting up of commercial colony over an area measuring 3.918 acres in the revenue estate of village Ghatta, Sector 58 of Gurgaon-Manesar Urban Complex, Distt. Gurgaon. The said license is hereby transferred under Rule 17 of the Haryana Development and Regulation of Urban Areas Rules, 1976 in favour of IREO Hospitality Company Pvt. Ltd. The schedule of land was earlier revised vide this office order dated 25.10.2011. The revised schedule of land of license No. 30 of 2008 dated 17.02.2008 is enclosed herewith. The terms and conditions as stipulated in the above said license will remain the same and will be complied by IREO Hospitality Company Pvt. Ltd. The transferee company will also abide by the terms and conditions of the agreement LC-IV and Bilateral Agreement executed with the Director General, Town and Country Planning, Haryana, Chandigarh.

The approval of all the plans accorded, if any, in favour of original licensee shall now be deemed approved in favour of IREO Hospitality Company Pvt. Ltd., SCO-6-8, Sector-9-D, 1<sup>st</sup> & 2<sup>nd</sup> Floor, Madhya Marg, Chandigarh-160009.

Dated:  
Place: Chandigarh

  
(Anurag Rastogi, I.A.S.)  
Director General, Town & Country Planning  
Haryana, Chandigarh ✓

Endst. No. LC-1450-JE (S)-2013/ 50942. Dated: 6/9/2013.

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

- ✓ 1. IREO Hospitality Company Pvt. Ltd., SCO-6-8, Sector-9-D, 1<sup>st</sup> & 2<sup>nd</sup> Floor, Madhya Marg, Chandigarh-160009.
2. Chief Administrator, HUDA, Panchkula.
3. MD, HVPN, Planning Director, Shakti Bhawan, Sector-6, Panchkula.
4. MD, Haryana State Pollution Control Board, Panchkula.
5. Addl. Director, Urban Estates, Haryana, Panchkula.
6. Administrator, HUDA, Gurgaon
7. Engineer-in-Chief, HUDA, Panchkula
8. Superintending Engineer, HUDA, Gurgaon.
9. Land Acquisition Officer, Gurgaon.
10. Senior Town Planner, Gurgaon.
11. District Town Planner, Gurgaon.
12. Chief Accounts Officer of this Directorate.

  
(Sanjay Kumar)  
District Town Planner (HQ)  
For Director General, Town & Country Planning  
Haryana, Chandigarh ✓

**Revised Schedule of land**

Detailed of land owned by Ireo Hospitality Company Pvt. Ltd. District Gurgaon.

Village	Rect. No.	Killa No.	Total Area		Area Taken	
			K	M	K	M
Ghata	48	11/1	2	15	1	17
	49	7	8	0	7	9
		8/1	7	4	6	13
		13/2	6	10	4	10
		14	8	0	5	9
		15/1	4	13	4	13
		15/2	3	7	0	16
<b>Total</b>	<b>31</b>	<b>7</b>	<b>or 3.91</b>	<b>Acres.</b>		

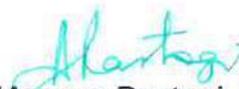
  
**Director General**  
**Town and Country Planning,**  
**Haryana, Chandigarh**  
 24.1.2014

## ORDER

License No. 29 of 2008 dated 17.02.2008 was granted to Regal Green Lands Pvt. Ltd. and others for setting up of commercial colony over an area measuring 3.975 acres in the revenue estate of village Ghatta, Sector 58, Gurgaon-Manesar Urban Complex, Distt. Gurgaon. The said license is hereby transferred under Rule 17 of the Haryana Development and Regulation of Urban Areas Rules, 1976 in favour of IREO Hospitality Company Pvt. Ltd. The schedule of land was earlier revised vide this office order dated 25.10.2011. The revised schedule of land of license No. 29 of 2008 dated 17.02.2008 is enclosed herewith. The terms and conditions as stipulated in the above said license will remain the same and will be complied by IREO Hospitality Company Pvt. Ltd. The transferee company will also abide by the terms and conditions of the agreement LC-IV and Bilateral Agreement executed with the Director General, Town and Country Planning, Haryana, Chandigarh.

The approval of all the plans accorded, if any, in favour of original licensee shall now be deemed approved in favour of IREO Hospitality Company Pvt. Ltd., SCO-6-8, Sector-9-D, 1<sup>st</sup> & 2<sup>nd</sup> Floor, Madhya Marg, Chandigarh-160009.

Dated:  
Place: Chandigarh

  
(Anurag Rastogi, I.A.S.)  
Director General, Town & Country Planning  
Haryana, Chandigarh ✓

Endst. No. LC-1373-JE (S)-2013/ 50954

Dated: 6/9/13.

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

- ✓ 1. IREO Hospitality Company Pvt. Ltd., SCO-6-8, Sector-9-D, 1<sup>st</sup> & 2<sup>nd</sup> Floor, Madhya Marg, Chandigarh-160009 [coordination.chd@ireo.in](mailto:coordination.chd@ireo.in).
2. Chief Administrator, HUDA, Panchkula.
3. MD, HVPN, Planning Director, Shakti Bhawan, Sector-6, Panchkula.
4. MD, Haryana State Pollution Control Board, Panchkula.
5. Addl. Director, Urban Estates, Haryana, Panchkula.
6. Administrator, HUDA, Gurgaon
7. Engineer-in-Chief, HUDA, Panchkula
8. Superintending Engineer, HUDA, Gurgaon.
9. Land Acquisition Officer, Gurgaon.
10. Senior Town Planner, Gurgaon.
11. District Town Planner, Gurgaon.
12. Chief Accounts Officer of this Directorate.

  
(Sanjay Kumar)  
District Town Planner (HQ)  
For Director General, Town & Country Planning  
Haryana, Chandigarh ✓

**Revised Schedule of land**

Detailed of land owned by Ireo Hospitality Company Pvt. Ltd. District Gurgaon.

Village	Rect. No.	Killa No.	Total Area		Area Taken	
			K	M	K	M
Ghata	48	11/1	2	15	0	18
		20/2	2	11	2	11
	49	13/2	6	10	2	0
		14	8	0	2	11
		15/2	3	7	2	11
		16	7	11	7	11
		17	8	0	8	0
		18/1	4	16	4	16
		18/2/1	0	13	0	13
		18/3/1	0	5	0	5
<b>Total</b>			<b>31</b>	<b>16</b>	<b>or 3.975 Acres.</b>	

  
**Director General**  
**Town and Country Planning,**  
**Haryana, Chandigarh**  
 24/10/11

## ORDER

License No. 140 of 2008 dated 12.07.2008 granted to Hardcore Realtors Pvt. Ltd., Adson Software Pvt. Ltd., Ornamental Realtors Pvt. Ltd. and Regal Green Land Pvt. Ltd. C/o SU Estate Pvt. Ltd., SCO-6-8, Sector-9-D, 1<sup>st</sup> & 2<sup>nd</sup> Floor, Madhaya Marg, Chandigarh-160009 for setting up of commercial colony over an area measuring 3.85 acres in the revenue estate of village Ghatta, Sector 58, Gurgaon-Manesar Urban Complex, Distt. Gurgaon.

The said license is hereby transferred under Rule 17 of the Haryana Development and Regulation of Urban Areas Rules, 1976 in favour of IREO Hospitality Company Pvt. Ltd. The revised schedule of license No. 140 of 2008 dated 12.07.2008 is enclosed herewith. The terms and conditions as stipulated in the above said license will remain the same and will be complied by IREO Hospitality Company Pvt. Ltd. The transferee company will also abide by the terms and conditions of the agreement LC-IV and Bilateral Agreement executed with the Director General, Town and Country Planning, Haryana, Chandigarh.

The approval of all the plans accorded, if any, in favour of original licensee shall now be deemed approved in favour of IREO Hospitality Company Pvt. Ltd., A-11, 1<sup>st</sup> Floor Neeti Bagh, New Delhi.

Dated: 04.09.2013  
Place: Chandigarh

  
(Anurag Rastogi, I.A.S.)  
Director General, Town & Country Planning  
Haryana, Chandigarh ✓

Endst. No. LC-1371-JE (S)-2013/ 50966 Dated: 6/9/13.

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

- ✓ 1. IREO Hospitality Company Pvt. Ltd., C/o A-11, 1<sup>st</sup> Floor Neeti Bagh, New Delhi.
2. Chief Administrator, HUDA, Panchkula.
3. MD, HVPN, Planning Director, Shakti Bhawan, Sector-6, Panchkula.
4. MD, Haryana State Pollution Control Board, Panchkula.
5. Addl. Director, Urban Estates, Haryana, Panchkula.
6. Administrator, HUDA, Gurgaon
7. Engineer-in-Chief, HUDA, Panchkula
8. Superintending Engineer, HUDA, Gurgaon.
9. Land Acquisition Officer, Gurgaon.
10. Senior Town Planner, Gurgaon.
11. District Town Planner, Gurgaon.
12. Chief Accounts Officer of this Directorate.

  
(Sanjay Kumar)  
District Town Planner (HQ)  
For Director General, Town & Country Planning  
Haryana, Chandigarh ✓

**Revised Schedule of land**

Detailed of land owned by Ireo Hospitality Company Pvt. Ltd. District Gurgaon.

Village	Rect. No.	Killa No.	Total Area		Area Taken	
			K	M	K	M
Ghata	37	22/2/2	0	7	0	7
		23/2	4	18	4	18
		24/2	4	17	4	17
	49	2/2	3	12	3	12
		3/1	3	16	3	16
		3/2	4	4	4	4
		4	8	0	8	0
		7	8	0	0	11
		8/1	7	4	0	11

Total 30 16 or 3.85 Acres.

  
**Director General**  
 Town and Country Planning,  
 Haryana, Chandigarh  
*Chhiber*

Revised Schedule of land owned by

To be read with Licence No. 29 of 2008

1 M/s Regal Green Lands Pvt. Ltd., Tehsil Sohna, District Gurgaon

Village	Rect. No.	Killa No.	Total Area		Area taken	
			K	M	K	M
Ghata	48	11	8	0	0	18
	49	18/2/1	0	13	0	13
			<b>8</b>	<b>13</b>	<b>1</b>	<b>11</b>

2 M/s Hardcore Realtors Pvt. Ltd.

Ghata	48	20	7	11	2	11
	49	15/2	3	7	2	11
		16	7	11	7	11
			<b>18</b>	<b>9</b>	<b>12</b>	<b>13</b>

3 M/s High Star Builders Pvt. Ltd.

Ghata	49	18/1	4	16	4	16
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4 M/s Golden Veiw Builders Pvt. Ltd.(1/2 Share), M/s Aspirant Builders Pvt. Ltd.( 1/2 Share)

Ghata	49	18/3/1	0	5	0	5
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5 M/s Ornamental Realtors Pvt. Ltd. (250/928 Share), M/s Adson Software Pvt. Ltd. (525/928 Share), M/s Hardcore Realtors Pvt. Ltd. (153/928 Share)

Ghata	49	13/2	6	10	2	0
		14	8	0	2	11
		17	8	0	8	0
				<b>22</b>	<b>10</b>	<b>12</b>

Total (K-M)

31 16

or 3.975 Acres

*[Signature]*  
**Director General**  
**Town & Country Planning**  
**Haryana, Chandigarh**  
*21/6/11*

Revised Schedule of land owned by

To be read with Licence No. 30 of 2008

1 M/s Regal Green Lands Pvt. Ltd., Tehsil Sohna, District Gurgaon

Village	Rect. No.	Killa No.	Total Area		Area Taken	
			K	M	K	M
Ghata	48	11	8	0	1	17
	49	15/1	4	13	4	13
			<b>12</b>	<b>13</b>	<b>6</b>	<b>10</b>

2 M/s Hardcore Realtors Pvt. Ltd.

Ghata	49	15/2	3	7	0	16
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3 M/s Ornamental Realtors Pvt. Ltd. (250/928 Share), M/s Adson Software Pvt. Ltd. (525/928 Share), M/s Hardcore Realtors Pvt. Ltd. (153/928 Share)

Ghata	49	7	8	0	7	9
		8/1	7	4	6	13
		13/2	6	10	4	10
		14	8	0	5	9
			<b>29</b>	<b>14</b>	<b>24</b>	<b>1</b>

Total (K-M)

31 7

or 3.919 Acres

  
**Director General**  
**Town & Country Planning**  
**Haryana, Chandigarh**  
*C. K. S. R. S.*

Revised Schedule of land owned by

To be read with Licence No. 140 of 2008

1 M/s Regal Green Lands Pvt. Ltd., Tehsil Sohna, District Gurgaon.

Village	Rect. No.	Killa No.	Total Area		Area Taken	
			K	M	K	M
Ghata	49	4	8	0	8	0

2 M/s SU Estates Pvt. Ltd. District Gurgaon.

Ghata	37	22/2	0	14	0	7
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3 M/s Hardcore Realtors Pvt. Ltd. (1/9 Share), M/s Adson Software Pvt. Ltd. (8/9 Share).

Ghata	37	23	8	0	4	18
		24	8	0	4	17
	49	2/2/1	3	10	3	10
		2/2/2	0	2	0	2
		3/1	3	16	3	16
			<b>23</b>	<b>8</b>	<b>17</b>	<b>3</b>

4 M/s Ornamental Realtors Pvt. Ltd. (250/928 Share), M/s Adson Software Pvt. Ltd. (525/928 Share), M/s Hardcore Realtors Pvt. Ltd. (153/928 Share)

Ghata	49	3/2/1	0	2	0	2
		3/2/2	4	2	4	2
		7	8	0	0	11
		8/1	7	4	0	11
					<b>19</b>	<b>8</b>

Total (K-M)

30 16

or

3.85 Acres

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

Revised Schedule of land owned by

To be read with Licence No. 58 of 2009

1. Detailed of land owned by M/s. Auspicious Infrastructure Pvt. Ltd., Tehsil Sohna, District Gurgaon.

Village	Rect. No.	Killa No.	Total Area		Area Taken		
			K	M	K	M	
Ghata	48	13/2/2	0	12	0	12	
		14/2	2	0	2	0	
		15/2/2	1	11	0	17	
	47	3/1	2	5	0	9	
		2	7	18	5	8	
		9	1	14	0	7	
				<b>16</b>	<b>0</b>	<b>9</b>	<b>13</b>

2. M/s. Hardcore Realtors Pvt. Ltd.

Ghata	47	1/1	3	6	3	6
	48	5/1/2	0	13	0	13
		5/3	0	11	0	11
			<b>4</b>	<b>10</b>	<b>4</b>	<b>10</b>

3. M/s. High Star Builders Pvt. Ltd.

Ghata	38	25/2	5	10	5	10
	39	21/1	0	4	0	4
		24/2	1	12	1	12
	47	25/2	0	18	0	18
		3/2	3	2	3	2
		4	8	2	8	2
		7	6	18	6	18
		8	8	14	8	14
		10/2	3	19	1	11
		11/1	1	19	0	15
		11/3	1	13	1	11
	48	14	3	5	2	0
		4/1	6	8	6	8
		7/1	4	0	4	0
		6/2	6	0	6	0
		7/2	2	17	2	17
		15/1	2	0	1	18
				<b>67</b>	<b>1</b>	<b>62</b>

4. M/s. High Star Builders Pvt. Ltd. (9/10) share & M/s. Regal Green Lands Pvt. Ltd. (1/10) share

Ghata	39	13/2	5	4	5	4
		18/1	2	17	2	17
		20	7	7	7	7
		21/2	3	16	3	16
		22	7	2	7	2
				<b>26</b>	<b>6</b>	<b>26</b>

**DGTCP (H)**  
2.11.12

5. M/s. Regal Green Lands Pvt. Ltd.

Ghata	48	13/2/1	0	2	0	2
		14/1	2	11	2	11
		15/2/1	1	11	1	4
	60	4/2	1	14	1	14
			5	18	5	11

6. M/s. Golden View Builders Pvt. Ltd. (1/2) share & M/s. Aspirant Builders Pvt. Ltd. (1/2) share

Ghata	49	19	2	15	0	2
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7. M/s. Commander Realtors Pvt. Ltd. (619/664) share & M/s. Golden View Builders Pvt. Ltd. (45/664) share

Ghata	48	24/1	4	4	2	14
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8. M/s. BTVS Buildwell Pvt. Ltd.

Ghata	48	13/2/4	1	5	1	5
		14/4	1	13	1	13
		15/2/4	1	7	0	9
			4	5	3	7

9. M/s. BTVS Buildwell Pvt. Ltd. (11/12) share & M/s. Adson Software Pvt. Ltd. (1/12) share

Ghata	48	16/2	4	4	3	7
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10. M/s. BTVS Buildwell Pvt. Ltd. (4/5) share & M/s. High Profile Realtors Pvt. Ltd. (1/5) share

Ghata	48	16/3	2	8	1	0
		17/1	5	12	2	12
		25	4	8	4	8
			12	8	8	0

11. M/s. High Responsible Realtors Pvt. Ltd.

Ghata	48	24/2	3	16	3	16
	60	4/1	1	13	1	13
			5	9	5	9

12. M/s. Adson Software Pvt. Ltd.

Ghata	48	13/2/3	0	18	0	18
		14/3	1	16	1	16
		15/2/3	1	11	0	11
			4	5	3	5

**DGTCP (Hr.)**  
21/04/2020

13. M/s. Adson software Pvt. Ltd. (1/4) share & M/s. Ornamental Realtors Pvt. Ltd. (3/4) share

Ghata	38	24/2	2	2	2	2
		25/1	2	10	2	10
	48	5/1/1	0	7	0	7
			4	19	4	19

14. M/s. Ornamental Realtors Pvt. Ltd. (7/8) share & M/s. High Responsible Realtors Pvt. Ltd. (1/8) share

Ghata	38	24/1	5	2	5	2
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15. M/s. Hardcore Realtors Pvt. Ltd. (142/364) share, M/s. BTVS Buildwell Pvt. Ltd. (117/364) share, M/s. Hi-Energy Realtors Pvt. Ltd. (85/364) share & M/s. Commander Realtors Pvt. Ltd. (20/364) share

Behrampur	3	25	2	4	2	4
	13	1	8	0	8	0
	14	5	8	0	8	0
			18	4	18	4

16. M/s. Base Exports Pvt. Ltd. (14/469) share, M/s. Ornamental Realtors Pvt. Ltd. (42/469) share & BTVS Buildwell Pvt. Ltd. (412/469) share

Behrampur	4	20	5	2	5	2
		21	7	19	7	19
		22	8	0	8	0
		23/1	2	8	2	8
			23	9	23	9

17. M/s. Five Rivers Township Pvt. Ltd.

Ghata	38	16/1	1	2	1	2
	39	16	6	11	3	2
		17	8	0	5	19
		18/2	2	14	2	14
		18/3	2	9	2	9
		23	7	4	5	9
		24/1	4	6	1	10
		25/1	1	2	1	2
			33	8	23	7

18. M/s. Adson Software Pvt. Ltd.

Ghata	47	11/2/1	0	12	0	4
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19. M/s. Bulls Realtors Pvt. Ltd. (31/216 Share), M/s Adson Software Pvt. Ltd. (185/216 Share)

Ghata	39	7/2	7	7	7	7
		8/1	1	18	1	18
			9	5	9	5

20. M/s. Ornamental Realtors Pvt. Ltd. (1/2 share) & BTVS Buildwell Pvt. Ltd. (1/2share)

Behrampur	4	18/2	2	11	2	11
		19/2	2	13	2	13
		23/2	5	12	5	12
			<u>10</u>	<u>16</u>	<u>10</u>	<u>16</u>

Total (K-M)

229 10

or 28.687 Acres

  
**Director General**  
**Town & Country Planning**  
**Haryana, Chandigarh**  
*C.H. Singh*

**1 Land owned by M/s. Commander Realtors Pvt.Ltd.Tehsil Sohna District Gurgaon**

Village	Rect. No.	Kila No.	Total Area		Area Taken	
			K	M	K	M
Behrampur	18	22/2	5	8	5	8
	32	2	7	12	7	12
		9	7	2	7	2
		10	4	1	4	1
Ullahwas	11	14	7	10	7	10
		15	8	19	8	19
		16	8	0	8	0
		17	8	0	8	0
		24	8	0	8	0
		25	8	0	8	0
	15	6	8	0	8	0
			<b>80</b>	<b>12</b>	<b>80</b>	<b>12</b>

**2 Land owned by M/s. Golden View Builders Pvt. Ltd.**

Behrampur	1	15/1	4	8	4	8
Ullahwas	11	3	7	7	7	7
		4/1	0	13	0	13
	15	23/2	2	14	2	14
	23	3/1/2	3	16	3	16
		4/1	3	1	3	1
			<b>21</b>	<b>19</b>	<b>21</b>	<b>19</b>

**3 Land owned by M/s. Five Rivers Developers Pvt.Ltd.**

Ullahwas	25	7/2/2	1	11	1	11
		13/3	3	7	3	7
		13/2	2	4	2	4
		12/2	5	15	5	15
		14/1/2	3	3	3	3
	24	25/1	4	8	4	8
	25	19/2	7	0	7	0
		22/2	7	3	7	3
			<b>34</b>	<b>11</b>	<b>34</b>	<b>11</b>

**4 Land owned by M/s. Golden View Builders Pvt.Ltd. (413/1240) & Base Exports Pvt. Ltd. (827/1240)**

Behrampur	2	21/2	2	0	2	0
		22/2/1	0	6	0	6
	15	1	8	0	3	5
		2/1	1	14	1	14
16	5	7	0	5	14	
			<b>19</b>	<b>0</b>	<b>12</b>	<b>19</b>

**5 Land owned by M/s. Ornamental Realtors Pvt.Ltd.**

Ullahwas	14	12	8	0	8	0
	15	15	4	6	4	6
	14	11	8	0	8	0
		20	8	0	8	0
			<b>28</b>	<b>6</b>	<b>28</b>	<b>6</b>

**6 Land owned by M/s. Aspirant Builders Pvt. Ltd.**

Ghata	37	18/2	2	9	2	9
	49	10/1/1/2/1	0	15	0	11
		10/1/2/2	1	16	1	16
		10/2/1/1	0	18	0	16
36	22/1/3	1	7	1	7	
	22/1/4	1	7	1	7	
	22/1/2	1	10	1	10	
	22/1/1	0	3	0	3	
			<b>10</b>	<b>5</b>	<b>9</b>	<b>19</b>

**7 Land owned by M/s. Hardcore Realtors Pvt.Ltd.**

Behrampur	1	16	8	0	8	0
		17	6	4	6	4
		24	4	0	3	12
		25	8	0	3	17
			<b>26</b>	<b>4</b>	<b>21</b>	<b>13</b>

**8 Land owned by M/s. BTVS Buildwell Pvt.Ltd.**

Behrampur	18	9/1/1	4	13	4	13
Ghata	51	22	8	0	8	0
		21	8	0	8	0
Ullahwas	58	1	8	0	8	0
	14	19	8	0	8	0
		21/1	1	5	1	5
		22	8	0	8	0
	15	25/1	1	6	1	6
	23	5/1	6	13	6	13
	24	2/1/1/1	1	3	1	3
		1/1/1	5	5	5	5
	5	13/3	2	1	2	1
		18/1	2	5	2	5
10	8/1	2	0	2	0	
5	17/1	1	7	0	17	
10	9/1	2	0	2	0	
			<b>69</b>	<b>18</b>	<b>69</b>	<b>8</b>

D.G.T.C.P. (Hr.)  
 21/1/1/1  
 2/1/1/1

9 Land owned by M/s. Buzz Hotels Pvt.Ltd.

Ullahwas	10	4	8	0	8	0
		6	8	11	8	11
		7/1	4	13	4	13
12		19	3	9	3	9
		20	9	5	9	5
24		5/2/1	4	6	4	6
25		1/1/1	7	4	7	4
13		21/2	4	16	4	16
13		10	2	10	2	10
		11	8	13	8	13
		20	7	16	7	16
		21/1	3	4	3	4
14		16/1	0	12	0	12
		25/1	0	12	0	12
15		16	6	8	6	8
		17	5	0	5	0
		24	2	12	2	12
		25/2	6	14	6	14
			<b>94</b>	<b>5</b>	<b>94</b>	<b>5</b>

10 Land owned by M/s. Five Rivers Township Pvt.Ltd.

Behrampur	34	15	5	2	5	2		
		35	10/2	6	9	6	9	
			11	8	0	8	0	
			20/1	5	13	5	13	
	1	4	4	4	4	4		
Ullahwas	5	24	8	0	8	0		
		25	8	0	8	0		
		10	2/1/1	1	5	1	5	
		25		14/2	4	12	4	12
				15	3	8	3	8
		27		1/1	4	15	4	15
		28		5	7	7	7	7
		27		10	8	0	8	0
		25		25/1	7	2	7	2
				25/2	0	18	0	18
		25		16	7	12	7	12
		27		1/2	2	16	2	16
		25		2/1/2	7	12	7	12
				3/1	4	12	4	12
		13		22	6	2	6	2
5		22/3	3	4	1	17		
			<b>114</b>	<b>13</b>	<b>113</b>	<b>6</b>		

D.G.T.C.P. (M.)  
21/11/12

**11 Land owned by M/s. Hi-Energy Realtors Pvt.Ltd.**

Behrampur	1	13	8	18	8	18
		14/1/1	1	6	1	6
			<b>10</b>	<b>4</b>	<b>10</b>	<b>4</b>

**12 Land owned by M/s. Base Exports Pvt.Ltd. (1/2) & Bulls Realtors Pvt. Ltd. (1/2)**

Behrampur	18	13/2/2	0	15	0	14
		18	7	16	7	16
			<b>8</b>	<b>11</b>	<b>8</b>	<b>10</b>

**13 Land owned by M/s. Base Exports Pvt.Ltd.**

Behrampur	1	14/3	1	18	1	18
Ghata	36	24/1	6	0	6	0
			<b>7</b>	<b>18</b>	<b>7</b>	<b>18</b>

**14 Land owned by M/s. BTVS Buildwell Pvt. Ltd.(640/3840), Golden View builders Pvt. Ltd. (373/3840), Hi-Energy Realtors Pvt. Ltd. (960/3840), Base Exports Pvt. Ltd. (747/3840), Adson Software Pvt. Ltd. (327/3840) & Bulls Realtors Pvt. Ltd. (793/3840)**

Behrampur	18	23	8	0	8	0
		24	8	0	8	0
	32	4	8	0	8	0
		8	8	0	8	0
			<b>32</b>	<b>0</b>	<b>32</b>	<b>0</b>

**15 Land owned by M/s. SU Estates Pvt.Ltd.**

Ghata	37	19/1/1	1	6	1	6
		19/1/2	1	3	0	18
		18/1	4	18	4	18
		22/2	0	14	0	7
Ullahwas	25	21/1/1	3	10	3	10
		21/2/1	2	7	2	7
	10	1/2	1	13	1	13
		10	7	8	7	8
		2/1/2	1	14	1	14
	10	11	6	16	6	15
	24	16/1	6	16	6	16
			<b>38</b>	<b>5</b>	<b>37</b>	<b>12</b>

**16 Land owned by M/s. Commander Realtors Pvt.Ltd. (619/664) & Golden View Builders Pvt. Ltd. (45/664)**

Ghata	36	23/2	4	4	4	4
		24/2	2	0	2	0
	50	4	3	9	3	9
		6	1	16	1	16
	49	10/2/2	1	16	1	16
		11/2	2	5	2	5
			<b>15</b>	<b>10</b>	<b>15</b>	<b>10</b>

17 Land owned by M/s. Golden View Builders Pvt.Ltd. (1/2) & Aspirant Builders Pvt. Ltd. (1/2)

Ghata	50	3	7	18	7	18
		8	4	16	4	16
		9	8	0	8	0
		12	4	14	4	14
			<b>25</b>	<b>8</b>	<b>25</b>	<b>8</b>

18 Land owned by M/s. Auspicious Infrastructure Pvt. Ltd.

Ullahwas	5	12/1	3	9	3	9
	10	15/1	1	14	1	14
		16	8	0	8	0
		17	8	18	8	18
		25/1	7	0	7	0
	11	11	6	8	6	8
		12	1	17	1	17
		19	2	4	2	4
		20	7	8	7	8
		21/1	4	8	4	8
		22	3	12	3	12
	10	5	8	0	8	0
			<b>62</b>	<b>18</b>	<b>62</b>	<b>18</b>

19 Land owned by M/s. Regal Green Lands Pvt.Ltd.

Ghata	36	22/2	3	11	3	11
	50	2/2	6	16	6	16
	36	18/2	0	4	0	4
		23/1	3	16	3	16
Ullahwas	14	7/1	3	18	3	18
		8/2	1	18	1	18
		14/2	3	4	1	4
	5	19/2	1	1	0	9
		19/3	4	19	4	9
			<b>29</b>	<b>7</b>	<b>26</b>	<b>5</b>

DGTCP (M)  
C/16/1/2017

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20 Land owned by M/s. High Responsible Realtors Pvt.Ltd.

Ghata	58	2/1	1	4	1	4
		3/1	0	13	0	13
		4/1/1	0	3	0	3
	58	3/3	4	12	4	12
		4/1/2	1	10	1	10
		8/1	1	15	1	15
	58	2/3	3	13	3	13
		9/2	4	10	4	10
		2/4	1	10	1	10
	58	3/2	2	15	2	15
		8/2	2	3	2	3
		9/1	1	10	1	10
	58	2/2	1	13	1	13
		9/3	3	4	3	4
		10/1	1	10	1	10
		11/2	1	9	1	9
			<b>33</b>	<b>14</b>	<b>33</b>	<b>14</b>

21 Land owned by M/s. Buzz Hotels Pvt.Ltd.(308.5/926), Auspicious Infrastructure Pvt. Ltd. (388.5/926) & Massifcon Build Pvt. Ltd. (229/926)

Ullahwas	4	21	8	0	8	0
		22	8	0	8	0
		23	8	0	8	0
			<b>24</b>	<b>0</b>	<b>24</b>	<b>0</b>

22 Land owned by M/s. Auspicious Infrastructure Pvt. Ltd. (697/926) & Massifcon Build Pvt. Ltd. (229/926)

Ullahwas	4	19/2	4	0	4	0	
		11	1	7	7	14	
			2	6	19	6	19
			10	2	17	2	17
			26	0	16	0	16
			<b>22</b>	<b>6</b>	<b>22</b>	<b>6</b>	

23 Land owned by M/s. Hardcore Realtors Pvt. Ltd. (392/731), Base Exports Pvt.Ltd. (182/731), Ornamental Realtors Pvt. Ltd. (26/731) & Golden View Builders Pvt. Ltd. (131/731)

2	12	3	8	3	8	
	18	5	10	5	10	
	19	8	0	8	0	
	20	8	4	8	4	
	22/1	1	11	1	11	
	23/1	3	2	3	2	
			<b>29</b>	<b>15</b>	<b>29</b>	<b>15</b>

DGTCP (Mr.)  
Chhota Lige

24 Land owned by M/s. Hi-Energy Realtors Pvt.Ltd. (360/483) & Commander Realtors Pvt. Ltd. (123/483)

Ullahwas	11	18	8	2	8	2
		23	8	1	8	1
	15	5	8	0	8	0
			<u>24</u>	<u>3</u>	<u>24</u>	<u>3</u>

25 Land owned by M/s. Massifcon Buildwell Pvt. Ltd.

Ullahwas	15	3	2	2	2	2
		4	8	0	8	0
		7	6	15	6	15
		8	3	9	3	9
			<u>20</u>	<u>6</u>	<u>20</u>	<u>6</u>

26 Land owned by M/s. Hardcore Realtors Pvt. Ltd. (61/428), Ornamental Realtors Pvt. Ltd. (61/428) & Golden View Builders Pvt.Ltd. (306/428)

Ullahwas	2	23/2	4	18	4	18
		24	2	10	2	10
			<u>7</u>	<u>8</u>	<u>7</u>	<u>8</u>

27 Land owned by M/s. KSS Properties Pvt. Ltd.

Ullahwas	14	23/1	3	12	3	12
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28 Land owned by M/s. Auspicious Infrastructure Pvt. Ltd. (53/160) & Regal Green Lands Pvt. Ltd. (107/160)

Ullahwas	10	18	8	0	8	0
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29 Land owned by M/s. Hardcore Realtors Pvt. Ltd. ( 1/9 Share), M/s Adson Software Pvt.Ltd. (8/9 Share)

Ghata	37	23	8	0	0	7
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Total (K- M)

886

14

or 110.84 Acres

*[Signature]*  
**Director General**  
 Town & Country Planning  
 Haryana, Chandigarh  
*[Signature]*

1 Detailed of land owned by M/s. High Star Builders Pvt. Ltd., Tehsil Sohna Distt. Gurgaon.

Village	Rect. No.	Killa No.	Total Area		Area taken	
			K	M	K	M
Behrampur	14	17/1/2	4	4	4	4
Ghata	38	23/2	1	0	1	0
	47	14	3	5	1	5
			8	9	6	9

2 Detailed of land owned by M/s. Five Rivers Developers Pvt. Ltd.

Behrampur	14	6/2	1	4	1	4
		7	6	12	6	12
		14/1	3	16	3	16
		14/3	4	0	4	0
		15/1/1	0	11	0	11
		15/1/2	0	13	0	13
		17/1/1	3	8	3	8
		21/2	1	2	1	2
	15	25/2	5	18	5	18
	17	5	7	12	7	12
	18	1/1	3	4	3	4
	35	12/2	3	11	3	11
		13/1	1	7	1	7
		17/2	6	0	6	0
		18/1	6	16	6	16
		19/1	7	13	7	13
		20/2	1	2	1	2
		22/1	4	9	4	9
		23/2	5	13	5	13
		24/1	6	0	6	0
		22/3	0	8	0	8
	45	3/1	4	13	4	13
Ghata	41	17/2/2	1	10	1	10
		24/1	5	6	5	6
	40	15/2	5	2	5	2
		16	8	0	8	0
		17/1	0	8	0	8
		25/1/1	6	4	6	4
Ullahwas	24	6/2	6	9	6	9
		15/2	5	14	5	14
			124	5	124	5

3 Detailed of land owned by M/s. Bulls Realtors Pvt. Ltd.

Behrampur	2	22/1/1	0	12	0	3
		23/2	1	18	0	11
Ghata	45	17/1/1	0	10.5	0	10.5
Ullahwas	23	21/2/1	0	17	0	17
	22	16/3	0	13	0	13
		17	4	2	4	2
		24	2	19	2	19
			11	11.5	9	15.5

4 Detailed of land owned by M/s. Ornamental Realtors Pvt. Ltd.

Behrampur	14	20	9	11	9	11
		21/1	5	9	5	9
	15	16	6	15	6	15
		25/1	0	17	0	17
			22	12	22	12

5 Detailed of land owned by M/s. BTVS Buildwell Pvt. Ltd. (2/3) share & M/s Aspirant Builders Pvt. Ltd. (1/3) share

Behrampur	13	16/2/1	1	7	1	7
		17/2/1	3	11	3	11
			4	18	4	18

6 Detailed of land owned by M/s. Adson Software Pvt. Ltd. (1/6) share & M/s Aspirant Builders Pvt. Ltd. (5/6) share

Behrampur	4	14	3	10	3	10
		17	7	1	7	1
		24	8	9	8	9
		26	0	8	0	8
13	4	6	2	6	2	
	5	2	16	2	16	
			<u>28</u>	<u>6</u>	<u>28</u>	<u>6</u>

7 Detailed of land owned by M/s. Buzz Hotels Pvt. Ltd.

Behrampur	13	14	7	12	7	12
		15	6	0	6	0
			<u>13</u>	<u>12</u>	<u>13</u>	<u>12</u>

8 Detailed of land owned by M/s. Fiverivers Township Pvt. Ltd.

Behrampur	13	16/1/2	1	12	1	12	
		17/1	3	16	3	16	
Ghata	45	14/2	3	12	3	12	
		2/2	2	0	2	0	
		8/1	5	13	5	13	
		9/1	3	7	3	7	
		9/2	4	13	4	13	
		8/2	2	7	2	7	
		12/1	6	13	6	13	
		12/2	1	7	1	7	
		13/1	5	7	5	7	
		40	22/2	4	19	4	19
			23/2	7	11	7	11
24/2	7		5	7	5		
38	18/1	1	11	1	11		
			<u>61</u>	<u>13</u>	<u>61</u>	<u>13</u>	

9 Detailed of land owned by M/s. BTVS Buildwell Pvt. Ltd. (365/1216), Ornamental Realtors Pvt. Ltd. (773/1216), Adson Software Pvt. Ltd. (78/1216) share

Behrampur	13	24/1	0	12	0	12
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10 Detailed of land owned by M/s. Fiverivers Buildcon Pvt. Ltd.

Behrampur	45	7	7	15	7	15	
		19	7	7	7	7	
Ghata	38	20	7	7	7	7	
		21	8	0	8	0	
		22	8	0	8	0	
		48	1	8	0	8	0
			2	6	3	6	3
		49	9	7	12	7	12
			10	8	0	8	0
			5/2	2	12	2	12
			6/1	3	11	3	11
				<u>74</u>	<u>7</u>	<u>74</u>	<u>7</u>

11 Detailed of land owned by M/s. Base Exports Pvt. Ltd. (43/253), M/s. Buzz Hotels Pvt. Ltd. (177/253), M/s Aspirant Builders Pvt. Ltd. (31/253) & M/s Bulls Realtors Pvt. Ltd. (2/253) share

Behrampur	14	22/1	1	8	1	8	
		18	2/1/1	0	2	0	2
		19/2	4	19	4	19	
		20/2	2	0	2	0	
			<u>8</u>	<u>9</u>	<u>8</u>	<u>9</u>	

12 Detailed of land owned by M/s. BTVS Buildwell Pvt. Ltd.

Behrampur	2	11/3/1	2	8	2	8
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13 Detailed of land owned by M/s. Adson Software Pvt. Ltd.

Ghata	50	1/1	3	4	3	4
		48	8/2/1	2	4	2
			<u>5</u>	<u>8</u>	<u>5</u>	<u>8</u>

14 Detailed of land owned by M/s. Hardcore Realtors Pvt. Ltd.

Ghata	48	19/1	4	0	4	0
		20	7	11	5	0
	51	5	8	0	8	0
			19	11	17	0

15 Detailed of land owned by M/s. Fiverivers Developers Pvt. Ltd. (158/357), Fiverivers Township Pvt. Ltd. (199/357) share

Ghata	41	8/2	2	12	2	12
		9/2	6	0	6	0
		12	8	0	8	0
	46	15/2/7	1	5	1	5
			17	17	17	17

16 Detailed of land owned by M/s. Regal Green Lands Pvt. Ltd.

Ghata	37	16	7	7	7	7
		25	8	0	8	0
		11	8	0	5	5
		5/1	5	8	5	8
		6/2	2	5	2	5
	60	3/2/2	0	10	0	10
		3/3/2	0	11	0	11
Ullahwas	8	14/2	1	6	1	6
		9	1	15	0	9
		21/1/2	1	15	0	9
	10	19/1	7	0	7	0
			42	2	38	1

17 Detailed of land owned by M/s. High Responsible Realtors Pvt. Ltd.

Ullahwas	22	16/1	0	13	0	13
		23	2	16	2	16
		20/2	2	6	2	6
		21/1/1	3	2	3	2
		22/1	1	1	1	1
	22	16/2	4	8	4	8
		25/1	5	2	5	2
			19	8	19	8

18 Detailed of land owned by M/s SU Estates Pvt. Ltd.

Ullahwas	9	17/1	4	14	4	14
		24/2	5	2	5	2
					9	16

19 Detailed of land owned by M/s. High Star Builders Pvt. Ltd.(14/255),Regal Green Lands Pvt. Ltd. (241/255) share

Ullahwas	8	14/1	2	10	2	10
		14/3	2	4	2	4
		15/2	1	1	1	1
		16	7	0	7	0
					12	16

20 Detailed of land owned by M/s. High Star Builders Pvt. Ltd.(17/305),Regal Green Lands Pvt. Ltd. (288/305) share

Ullahwas	9	20/2	2	0	2	0
		21/1/1	4	5	2	16
		27	0	12	0	12
					6	17

21 Detailed of land owned by M/s. Fiverivers Township Pvt. Ltd. (225/394), M/s Fiverivers Develoepers Pvt. Ltd. (39/394), M/s. Fiverivers Buildcon Pvt. Ltd. (129/394) share

Behrampur	45	3/2	6	2	6	2
		4	8	0	8	0
					14	2

D.G.I.C.P. (P)  
Chhattisgarh

22

Detailed of land owned by M/s. Fiverivers Developers Pvt. Ltd. (348/492), M/s. Fiverivers Township Pvt. Ltd. (99/492), M/s. Bulls Realtors Pvt. Ltd. (45/492) share

Ghata	45	16/3	6	5	6	5
		17/2	5	16	5	16
		24/1	7	13	7	13
		25/1	1	9	1	9
			21	3	21	3

23

Detailed of land owned by M/s. Bulls Realtors Pvt. Ltd. (31/216), M/s. Adson Software Pvt. Ltd. (185/216)

Ghata	45	10/2/2	1	9	1	9
		11/1	0	2	0	2
			1	11	1	11

24

Detailed of land owned by M/s. Five River Township Pvt. Ltd. (505/673), M/s. Bulls Realtors Pvt. Ltd. (101/673), M/s. Adson Software Pvt. Ltd. (67/673)

Ghata	41	13/1	4	18	4	18
		18/2	4	16	4	16
		22/2	3	4	3	4
		23/1	4	16	4	16
	45	3	7	11	7	11
	48	3/1/2	5	6	5	6
		0/1	3	2	3	2
			33	13	33	13

25

Detailed of Land owned by M/s Hardcore Realtors Pvt. Ltd. ( 1/9 Share) & M/s Adson Software Pvt. Ltd. ( 8/9 Share)

Ghata	37	17	7	7	7	7
		23	8	0	2	15
		24	8	0	3	3
			23	7	13	5

26

Detailed of Land owned by M/s Commander Realtors Pvt. Ltd.

Ghata	48	12	7	12	7	12
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27

Detailed of Land owned by M/s Ornamental Realtors Pvt. Ltd.(250/928 Share), M/s Adson Software Pvt. Ltd.( 525/928 Share) & M/s Hardcore Realtors Pvt. Ltd. ( 153/928 Share)

Ghata	49	6/3	2	4	2	4
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28

Detailed of Land owned by Anil, Pamil Ss/o. Kavar Singh

Behrampur	11	1/1	3	1	3	1
		10/2/1	1	6	1	6
			4	7	4	7

29

Detailed of land owned by Prem Singh, Ganpat Ss/o. Sh. Lakhi

Behrampur	32	3	8	0	8	0
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30

Detailed of land owned by M/s. Commander Realtors Pvt. Ltd.

Behrampur	32	17	8	0	8	0
Ullahwas	10	7/2	3	7	3	7
			11	7	11	7

31

Detailed of land owned by Sh. Sudhir Oberai S/o. Sh. Baldev Raj

Behrampur	32	24	8	0	8	0
	34	4/1/2	5	3	5	3
			13	3	13	3

D.G.T.C.P. (M/s.)  
 24/10/2015

32

Detailed of land owned by Sh. Dhiraj Oberai S/o. Sh. Baldev Raj

Behrampur	32	18	9	18	9	18
		23	6	8	6	8
	34	3/1	2	4	2	4
		4/1/1	2	13	2	13
			<u>21</u>	<u>3</u>	<u>21</u>	<u>3</u>

33

Detailed of land owned by Gaje Singh S/o. Ram Sarup

Ghata	40	14/2/1	1	12	1	12
		15/1	2	18	2	18
	41	11	7	12	7	12
		20	7	12	7	12
			<u>19</u>	<u>14</u>	<u>19</u>	<u>14</u>

34

Detailed of land owned by Omprakash, Satveer Singh, Karamchand, Ravinder Kumar Ss/o. Balbir Singh

Ghata	40	14/2/2	2	16	2	16
		17/2	7	12	7	12
		18	8	0	8	0
		22/1	0	3	0	3
		23/1	0	9	0	9
		24/1	0	8	0	8
			<u>19</u>	<u>8</u>	<u>19</u>	<u>8</u>

35

Detailed of land owned by Ashok (23/68), Satbir (23/68), Naresh Kumar (22/68) Ss/o. Lok Ram

Ghata	41	17/2/1	0	14	0	14
		24/2	2	14	2	14
			<u>3</u>	<u>8</u>	<u>3</u>	<u>8</u>

36

Detailed of land owned by Ramesh, Shri Pal Ss/o. Jaqat Singh (1/2), Khajan, Rishi, Suresh, Jitender Ss/o. Mahabir (1/2)

Ghata	41	19	8	0	8	0
		21/1	5	1	5	1
		22/1	4	16	4	16
	46	15/2/8	1	1	1	1
		16/1/1	0	4	0	4
			<u>19</u>	<u>2</u>	<u>19</u>	<u>2</u>

37

Detailed of land owned by Rimal S/o. Kalu (1/7) Mool Chand, Karan Singh, Dhan Singh, Shyam Lal, Anil Kumar, Sunil Kumar Ss/o. Rimal (6/7)

Ghata	41	21/2	2	11	2	11
	45	1	7	11	7	11
		2/1	5	11	5	11
			<u>15</u>	<u>13</u>	<u>15</u>	<u>13</u>

38

Detailed of land owned by Jaipal, Naresh, Neeraj Ss/o Mehar Chand (1/4), Hari Singh, Dharambir Ss/o. Lakhpatt (1/6), Kuldeep Singh, Amit Kumar Ss/o. Hari Singh (1/12), Ruda, Shiv Daval Ss/o. Tota (1/2)

Ghata	41	25/1	7	14	7	14
	45	4	7	4	7	4
		5	7	11	7	11
		6/2	4	0	4	0
		7	7	12	7	12
			<u>34</u>	<u>1</u>	<u>34</u>	<u>1</u>

D.G.T.C.P. (H)  
21/11/15

- 39 Detailed of land owned by Deep Chand S/o. Hari Singh (1/6), Madan Lal, Manoj Kumar S/o. Atra, Smt. Ritu D/o. Atra & Smt. Maya W/o. Atra (1/3), Rati Ram S/o. Tirka Ram (1/6), Sunder, Kale, Sube S/o. Hari Kishan (1/3)

Ghata	44	10/2	2	2	2	2
		11/2/1	1	18	1	18
	45	6/1	4	0	4	0
			8	0	8	0

- 40 Detailed of land owned by Kawar Singh, Tejram Ss/o. Budhram

Ghata	45	10/1/2	2	13	2	13
		20	8	0	8	0
		21/1	4	9	4	9
		21/2	3	11	3	11
	46	15/1	0	13	0	13
		15/2/1	1	5	1	5
		15/2/4	0	13	0	13
		15/2/5	0	13	0	13
		15/2/6	0	13	0	13
		16/2	1	7	1	7
		25	7	0	7	0
	61	5	0	2	0	2
	62	1	2	18	2	18
			33	17	33	17

- 41 Detailed of land owned by Parma @ Premi, Kirpal @ Prempal S/o. Hira

Ghata	45	11/4	5	6	5	6
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- 42 Detailed of land owned by Jaipal, Naresh, Neeraj Ss/o Mehar Chand

Ghata	45	14/1	3	12	3	12
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- 43 Detailed of land owned by Bhagmal, Brahmi, Ratan Singh, Hari, Lekhi Ss/o. Chattar Singh (1/3) equal share and Devi Ram, Rajmal, Rambir Ss/o. Prabhu (1/3) equal share and Ram Kishan, Ram kumar, Rohtas, Ranjit Ss/o. Duli Chand (1/3) equal share

Ghata	45	17/1/2	1	11.5	1	11.5
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- 44 Detailed of land owned by Duli Chand, Premi, Ram Kishan, Chiranjiv, Madan Lal Ss/o. Ram Chander (1/2) Kawar Singh, Tejram Ss/o. Budhram (1/2)

Ghata	46	6/1/1	1	16	1	16
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- 45 Detailed of land owned by Tekram S/o. Balka (1/9) Share, Bedram S/o. Balka (7/18) share, Sohan pal S/o. Singh Ram, (1/2) Share

Ghata	46	6/1/2	1	12	1	12
		6/2	3	11	3	11
		7	7	11	7	11
		8/1	4	11	4	11
			17	5	17	5

- 46 Detailed of land owned by Kawar Singh, Tejram Ss/o. Budhram (3/4) Jaipal, Naresh, Neeraj Ss/o. Meherchand (1/4) share

Ghata	46	16/1/3	1	18	1	18
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D.G.T.C.P. (M.)  
Chakraborty

47

Detailed of land owned by Sh. Battu, Samman, Bans, Lakhmi Ss/o. Kullhad

Ullahwas	23	11/2	2	9	2	9
		12	6	16	6	16
		13/1	6	14	6	14
		16/2/1	1	18	1	18
		17/1	7	6	7	6
		18	8	0	8	0
		19/1	5	0	5	0
		19/2	1	5	1	5
		23/1	2	12	2	12
		24/1	0	8	0	8
	29	1/2	7	0	7	0
		2/2	0	13	0	13
		3/1	5	14	5	14
		8	8	0	8	0
		9	8	0	8	0
		10	8	0	8	0
		11	8	0	8	0
		12	8	0	8	0
		13	8	0	8	0
		18	8	0	8	0
		19	8	0	8	0
		20/1	2	16	2	16
	30	5/2	5	11	5	11
			<u>128</u>	<u>2</u>	<u>128</u>	<u>2</u>

48

Detailed of land owned by Sh. Attar Singh S/o. Sh. Maden S/o. Umrao

Ullahwas	5	16/1	3	12	3	12
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49

Detailed of land owned by Sh. Rajpal S/o. Sh. Medan (1/2) share and Lakmi Chand, Brahm Singh, Sanjay Ss/o. Ram Kishan (1/6) squal share and Bir Singh, Sri Pal, Brahm Singh Ss/o. Sh. Chand (1/3) equal share

Ullahwas	10	8/2	6	0	6	0
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50

Detailed of land owned by Lakmi Chand, Brahm Singh, Sanjay Ss/o. Ram Kishan (1/2) squal share and Attar Singh S/o. Maden (1/2) share

Ullahwas	10	13/2	3	10	3	10
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51

Detailed of land owned by Sh. Virender Kumar S/o. Sh. Satpal

Ullahwas	5	11	2	7	2	7
		19/1	2	0	2	0
			<u>4</u>	<u>7</u>	<u>4</u>	<u>7</u>

52

Detailed of land owned by Sh. Nathi S/o. Makhan (1/3) share, Rajpal S/o. Medan (1/6) share, and BTVS Buildwell Pvt. Ltd. (1/3), Auspicious Infrastructure Pvt. Ltd. (1/6) share

Ullahwas	10	2/2	4	8	4	8
		3	7	19	7	19
			<u>12</u>	<u>7</u>	<u>12</u>	<u>7</u>

53

Detailed of land owned by Sh. Nathi S/o. Makhan(535/990) share, Rajpal S/o. Medan (165/990) share, Lal Chand S/o. Man Singh (165/990) share, Charan singh S/o. Gyan Singh (125/990) share

Ullahwas	9	9/2	4	13	4	13
		10/2	4	18	4	18
		11	8	0	8	0
		12	7	4	7	4
			<u>24</u>	<u>15</u>	<u>24</u>	<u>15</u>

**DGTCR(M)**  
Chhatar 1/2/20

<b>54 Detailed of land owned by Sh. Nathi S/o. Makhan</b>						
Ullahwas	9	8/2/2	0	9	0	9
		13/1	1	2	1	2
		18/2	1	19	0	11
		8/3/2	0	7	0	7
		19/1	2	3	1	11
			6	0	4	0
<b>55 Detailed of land owned by Sh. Rajpal S/o. Sh. Medan</b>						
Ullahwas	10	13/1	3	6	3	6
<b>56 Detailed of land owned by Sh. Lekha S/o. Munshi</b>						
Ullahwas	25	8/2/2	6	3	6	3
		17	8	0	8	0
		18	8	0	8	0
			22	3	22	3
<b>57 Detailed of land owned by Sh. Sirya, Shrichand, Dulchand, Sahejram, Jaypal, Madanpal Ss/o. Bansj</b>						
Ullahwas	25	23/2	4	4	4	4
		23/1	3	16	3	16
		24/1	1	12	1	12
		24/2	6	8	6	8
			16	0	16	0
<b>58 Detailed of land owned by Sh. Nathi adopt. S/o Makhan (1/2), Attar singh, Rajpal Ss/o. Medan (1/2)</b>						
Ullahwas	5	18/2	5	3	1	9
		23	7	8	6	19
			12	11	8	8
<b>59 Detailed of land owned by Sh. Nathi adopt. S/o Makhan (83/206), Attar singh (83/206), Rajpal 40/206 share Ss/o. Medan</b>						
Ullahwas	5	16/2/2	3	13	3	10
		17/2	6	13	3	16
			10	6	7	6
<b>60 Detailed of land owned by Sh. Nathi adopt. S/o Makhan (101/267), Attar singh, Rajpal Ss/o. Medan (102/267), Kesar singh S/o. Bhikah singh (64/267) Share</b>						
Ullahwas	10	9/2	6	0	6	0
		12	7	7	7	7
			13	7	13	7
<b>61 Detailed of land owned by Sh. Satpal, Anup S/o. Khemu (1/3), Ganeshi S/o. Surian (1/3), Jai Bhagwan S/o. Ganpat (1/3) Share</b>						
Ullahwas	9	16	8	0	8	0
	10	11	6	16	0	1
		20	7	8	7	8
			22	4	15	9

D.G.T.C.P. (M)  
C. H. S. 1/200

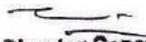
62 Detailed of land owned by Sh. Sandeep Diwan S/o. Omprakash

Behrampur	14	22/2	1	12	1	12
		21/3	0	7	0	7
17	15/2/1	6/1	3	12	3	12
		1/2	2	0	2	0
18	12/1/1	1/2	4	13	4	13
		2/2	4	0	4	0
		2/1/2	0	6	0	6
		9/2/1	2	0	2	0
		10	8	0	8	0
		12/1/1	0	2	0	2
			<b>26</b>	<b>12</b>	<b>26</b>	<b>12</b>

63

Detailed of land owned by Sh. Ramsingh, Horam, Sher Singh, Ram Chander Ss/o Jaqmal (1/3) & Vedram, Rajpal, Yadram Ss/o. Jhuttar (1/3) & Hari Singh S/o. Nain Singh (1/3) share.

Ullahwas	10	14	4	9	4	9
Total (K- M)					1122	14
				Or	140.338	Acres

  
**Director General**  
**Town & Country Planning**  
**Haryana, Chandigarh**  
*Chhatr Singh*

STATE ENVIRONMENT IMPACT ASSESSMENT AUTHORITY HARYANA  
 Bay No. 55-58, Prayatan Bhawan, Sector-2, PANCHKULA.

No. SEIAA/HR 2013/119

Dated: 04-09-2013

To

M/s SU Estate Pvt. Ltd. & Associate Companies,  
 Regd. Office: A-11, 1st Floor,  
 Neeti Bagh, New Delhi-110049

**Subject: Environmental Clearance for setting-up Commercial Complex (13.95 acres) at Sector-58, Village- Ghata, Gurgaon, Haryana**

Dear Sir,

This letter is in reference to your application no. Nil dated 09-01-2012 addressed to Director, IA (III) MOEF GOI received on 11-01-2012 and transferred to M.S. SEIAA received on 18-05-2012 and subsequent letters dated 01-10-2012 and 03-06-2013 seeking prior Environmental Clearance for the above project under the EIA Notification, 2006. The proposal has been appraised as per prescribed procedure in the light of provisions under the EIA Notification, 2006 on the basis of the mandatory documents enclosed with the application viz., Form-1, Form1-A & Conceptual Plan, EIA/EMP on the basis of approved TOR and additional clarifications furnished in response to the observations of the State Expert Appraisal Committee (SEAC) constituted by MOEF, GOI vide their Notification 23.3.2012, in its meetings held on 09-08-2012, 31-10-2012 and 09-07-2013 awarded "Gold" grading to the project.

[2] It is inter-alia, noted that the project involves the construction of commercial Complex at Sector-58, Village- Ghata, Gurgaon, Haryana having a plot area of 56453.35 sqmt. (13.95Acres). The total built up area shall be 239802.723 sqmt. The building shall comprise of Retail blocks, Office Tower, Hotel Tower, Multiplex/cinema along with Restaurant and SPA. The building shall have 3 Basements + GF + maximum 37 floors. The maximum height of the building shall be 145 meters. The total water requirement shall be 1432 KLD. The fresh water shall be 691 KLD. The waste water generation shall be 780 KLD, which shall be treated in the STP 930 KLD capacity leading to zero exit discharge. The total power requirement shall be 16603 KW which will be supplied by HVPNL. The Project Proponent has proposed to develop green belt on 32% of project area (20% tree plantation + 12% landscaping). The Project Proponent proposed to construct 16 rain water harvesting pits. The solid waste generation will be 2.5 TPD. The bio-degradable waste will be treated in the project area by adopting appropriate technology. The total parking spaces proposed are 2053 ECS.



[3] The State Expert Appraisal Committee, Haryana after due consideration of the relevant documents submitted by the project proponent and additional clarification furnished in response to its observations have recommended the grant of environmental clearance for the project mentioned above, subject to compliance with the stipulated conditions. Accordingly, the State Environment Impact Assessment Authority in its meeting held on 05.08.2013 decided to agree with the recommendations of SEAC to accord necessary environmental clearance for the project under Category 8(b) of EIA Notification 2006 subject to the strict compliance with the specific and general conditions mentioned below:-

**PART A-**  
**SPECIFIC CONDITIONS:-**

**Construction Phase:-**

- [1] "Consent for Establish" shall be obtained from Haryana State Pollution Control Board under Air and Water Act and a copy shall be submitted to the SEIAA, Haryana.
- [2] A first aid room as proposed in the project report shall be provided both during construction and operational phase of the project.
- [3] Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilets. Open defecation by the laboures is strictly prohibited. The safe disposal of waste water and solid wastes generated during the construction phase should be ensured.
- [4] All the topsoil excavated during construction activities should be stored for use in horticulture/landscape development within the project site.
- [5] The project proponent shall ensure that the building material required during construction phase is properly stored within the project area and disposal of construction waste should not create any adverse effect on the neighboring communities and should be disposed of after taking necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
- [6] Construction spoils, including bituminous material and other hazardous materials, must not be allowed to contaminate watercourses and the dump sites for such material must be secured so that they should not leach into the ground water and any hazardous waste generated during construction phase, should be disposed off as per applicable rules and norms with necessary approval of the Haryana State Pollution Control Board.
- [7] The diesel generator sets to be used during construction phase should be of ultra low sulphur diesel type and should conform to Environment (Protection) Rules prescribed for air and noise emission standards.

- [8] The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from Chief Controller of Explosives shall be taken.
- [9] Ambient noise levels should conform to the residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be taken to reduce ambient air and noise level during construction phase, so as to conform to the stipulated residential standards.
- [10] Fly ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September 1999 and as amended on 27th August 2003.
- [11] Storm water control and its re-use as per CGWB and BIS standards for various applications should be ensured.
- [12] Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices.
- [13] In view of the severe constrains in water supply augmentation in the region and sustainability of water resources, the developer will submit the NOC from CGWA specifying water extraction quantities and assurance from HUDA/ utility provider indicating source of water supply and quantity of water with details of intended use of water - potable and non-potable. Assurance is required for both construction and operation stages separately. It shall be submitted to the SEIAA and RO, MOEF, Chandigarh before the start of construction.
- [14] Roof should meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material.
- [15] Opaque wall should meet prescriptive requirement as per Energy Conservation Building Code which is proposed to be mandatory for all air conditioned spaces while it is desirable for non-air-conditioned spaces by use of appropriate thermal insulation material to fulfill requirement.
- [16] The approval of the competent authority shall be obtained for structural safety of the building on account of earthquake, adequacy of fire fighting equipments, etc. as per National Building Code including protection measures from lightening etc. If any forest land is involved in the proposed site, clearance under Forest Conservation Act shall be obtained from the competent Authority.
- [17] Overexploited groundwater and impending severe shortage of water supply in the region requires the developer to redraw the water and energy conservation plan. Developer shall reduce the overall footprint of the proposed development. Project proponent shall incorporate water efficiency /savings measures as well as water reuse/recycling within 3 months and before start of construction to the SEIAA, Haryana and RO, MOEF, GOI, Chandigarh.

- [18] The Project Proponent shall construct 16 nos. rain water harvesting pits for recharging the ground water within the project premises. Rain water harvesting pits shall be designed to make provisions for silting chamber and removal of floating matter before entering harvesting pit. Maintenance budget and persons responsible for maintenance must be provided. Care shall also be taken that contaminated water do not enter any RWI pit.
- [19] The project proponent shall provide for adequate fire safety measures and equipments as required by Haryana Fire Service Act, 2009 and instructions issued by the local Authority/Directorate of fire from time to time. Further the project proponent shall take necessary permission regarding fire safety scheme/NOC from competent Authority as required.
- [20] The Project Proponent shall submit assurance from the HVPNL for supply of 16603 KW of power supply before the start of construction. In no case project will be operational solely on generators without any power supply from any external power utility.
- [21] Detail calculation of power load and ultimate power load of the project shall be submitted to HVPNL under intimation to SEIAA Haryana before the start of construction. Provisions shall be made for electrical infrastructure in the project area.
- [22] The Project Proponent shall not raise any construction in the natural land depression / Nallah/water course and shall ensure that the natural flow from the Nallah/water course is not obstructed.
- [23] The Project Proponent shall keep the plinth level of the building blocks sufficiently above the level of the approach road to the Project as per prescribed by-laws. Levels of the other areas in the Projects shall also be kept suitably so as to avoid flooding.
- [24] Construction shall be carried out so that density of population does not exceed norms approved by Director General Town and Country Department Haryana.
- [25] The Project Proponent shall submit an affidavit with the declaration that ground water will not be used for construction and only treated water should be used for construction.
- [26] The project proponent shall not cut any existing tree and project landscaping plan should be modified to include those trees in green area.
- [27] The project proponent shall ensure that ECBC norms for composite climate zone are met. In particular building envelope, HVAC service, water heating, pumping, lighting and electrical infrastructure must meet ECBC norms.
- [28] The Project Proponent shall provide 3 meter high barricade around the project area, dust screen for every floor above the ground, proper sprinkling and covering of stored material to restrict dust and air pollution during construction.

- [29] The project proponent shall construct a sedimentation basin in the lower level of the project site to trap pollutant and other wastes during rains.
- [30] The project proponent shall provide proper Rasta of proper width and proper strength for each project before the start of construction.
- [31] Vertical fenestration shall not exceed 40% of total wall area.
- [32] The project proponent shall ensure that the U-value of the glass is less than 3.177 and maximum solar heat gain co-efficient is 0.25 for vertical fenestration.
- [33] The project proponent shall submit NOC from Airport Authority regarding height clearance.
- [34] The project proponent shall adequately control construction dusts like silica dust, non-silica dust, wood dust. Such dusts shall not spread outside project premises. Project Proponent shall provide respiratory protective equipment to all construction workers.
- [35] The Project Proponent shall provide solar panel at the rooftop of the building.
- [36] The project proponent shall provide one refuse area till 24 meter, one till 39 meter and one after every 15 meter as per National Building Code.
- [37] The project proponent shall provide fire control room and fire officer for building above 30 meter as per National Building Code.
- [38] The project proponent shall obtain permission of Mines and Geology Department for excavation of soil before the start of construction.
- [39] The project proponent shall provide helipad facility as required under NBC norms and shall seek permission of helipad from AAI accordingly.
- [40] The project proponent shall provide E-waste collection centre in the building.
- [41] The project proponent shall ensure regular monitoring of electrical points and shall appoint expert electrician for fire prevention.
- [42] The project proponent shall ensure that fire staircase shall be kept pressurized by mumty installed pressurization fans and dedicated ventilation shafts adhering fire fighting norms.
- [43] The project proponent shall provide stage pumping (Different Levels) for lifting water to rooftop.
- [44] The project proponent shall ensure structural stability to withstand earthquake of even Richter Scale 8.2 or more.
- [45] The project proponent shall not raise any construction activity in the ROW reserved/acquired for High Tension Wire passing through the project area and shall maintain horizontal and vertical ROW as required under Indian Electricity Rules, 1956/DHBVN latest instructions.

- [46] The site for solid waste management plant be earmarked on the layout plan and the detailed project for setting up the solid waste management plant shall be submitted to the Authority within one month.

**Operational Phase:**

- [a] "Consent to Operate" shall be obtained from Haryana State Pollution Control Board under Air and Water Act and a copy shall be submitted to the SEIAA, Haryana.
- [b] The Sewage Treatment Plant (STP) shall be installed for the treatment of the sewage to the prescribed standards including odour and treated effluent will be recycled to achieve zero exit discharge. The installation of STP should be certified by an independent expert and a report in this regard should be submitted to the SEIAA, Haryana before the project is commissioned for operation. Tertiary treatment of waste water is mandatory. Discharge of treated sewage shall conform to the norms and standards of HSPCB, Panchkula. Project Proponent shall implement such STP technology which does not require filter backwash.
- [c] Separation of the grey and black water should be done by the use of dual plumbing line. Treatment of 100% grey water by decentralized treatment should be done ensuring that the re-circulated water should have BOD level less than 10 mg/litre and the recycled water will be used for flushing, gardening and DG set cooling etc.
- [d] For disinfection of the treated wastewater ultra-violet radiation or ozonization process should be used.
- [e] The solid waste generated should be properly collected and segregated. Bio-degradable waste shall be decomposed at site and dry/ inert solid waste should be disposed off to approved sites for land filling after recovering recyclable material.
- [f] Diesel power generating sets proposed as source of back-up power for lifts, common area illumination and for domestic use should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The location of the DG sets should be in the basement as promised by the project proponent with appropriate stack height i.e. above the roof level as per the CPCB norms. The diesel used for DG sets should be ultra low sulphur diesel (0.05% sulphur), instead of low sulphur diesel.
- [g] Ambient Noise level should be controlled to ensure that it does not exceed the prescribed standards both within and at the boundary of the Proposed Commercial Complex.
- [h] The project proponent should maintain at least 32% as green cover area for tree plantation especially all around the periphery of the project and on the road sides preferably with local species which can provide protection against noise and suspended particulates matter. The open spaces inside the project should be

preferably landscaped and covered with vegetation/grass, herbs & shrubs. Only locally available plant species shall be used.

- [i] The project proponent shall strive to minimize water in irrigation of landscape by minimizing grass area, using native variety, xeriscaping and mulching, utilizing efficient irrigation system, scheduling irrigation only after checking evapo-transpiration data.
- [j] Rain water harvesting for roof run-off and surface run-off, as per plan submitted should be implemented. Before recharging the surface run off, pre-treatment through sedimentation tanks must be done to remove suspended matter, oil and grease. The bore well for rainwater recharging shall be kept at least 5 mts. above the highest ground water table. Care shall be taken that contaminated water do not enter any RWH pit. The project proponent shall avoid Rain Water Harvesting of first 10 minutes of rain fall. Roof top of the building shall be without any toxic material or paint which can contaminate rain water. Wire mesh and filters should be used wherever required.
- [k] The ground water level and its quality should be monitored regularly in consultation with Central Ground Water Authority.
- [l] There should be no traffic congestion near the entry and exit points from the roads adjoining the proposed project site. Parking should be fully internalized and no public space should be utilized.
- [m] A report on the energy conservation measures conforming to energy conservation norms finalized by Bureau of Energy Efficiency should be prepared incorporating details about building materials & technology, R & U Factors etc and submitted to the SEIAA, Haryana in three months time.
- [n] Energy conservation measures like installation of LED for lighting the areas outside the building should be integral part of the project design and should be in place before project commissioning. Use of solar panels must be adapted to the maximum energy conservation.
- [o] The Project Proponent shall use zero ozone depleting potential material in insulation, refrigeration, air-conditioning and adhesive. Project Proponent shall also provide halon free fire suppression system.
- [p] The solid waste generated should be properly collected and segregated as per the requirement of the MSW Rules, 2000 and as amended from time to time. The bio-degradable waste should be treated by appropriate technology at the site ear-marked within the project area and dry/inert solid waste should be disposed off to the approved sites for land filling after recovering recyclable material.
- [q] The provision of the solar water heating system shall be as per norms specified by HAREDA and shall be made operational in each building block.

- [r] The traffic plan and the parking plan proposed by the Project Proponent should be meticulously adhered to with further scope of additional parking for future requirement. There should be no traffic congestion near the entry and exit points from the roads adjoining the proposed project site. Parking should be fully internalized and no public space should be used.
- [s] The Project shall be operationalized only when HUDA/local authority will provide domestic water supply system in the area.
- [t] Operation and maintenance of STP, solid waste management and electrical Infrastructure, pollution control measures shall be ensured even after the completion of safe.
- [u] Different type of wastes should be disposed off as per provisions of municipal solid waste, biomedical waste, hazardous waste, e-waste, batteries & plastic rules made under Environment Protection Act, 1986. Particularly E-waste and Battery waste shall be disposed of as per existing E-waste Management Rules 2011 and Batteries Management Rules 2001. The project proponent should maintain a collection center for E-waste and it should be disposed of to only registered and authorized dismantler / recycler.
- [v] Standards for discharge of environmental pollutants as enshrined in various schedules of rule 3 of Environment Protection Rule 1986 shall be strictly complied with.
- [w] The project proponent shall make provision for guard pond and other provisions for safety against failure in the operation of wastewater treatment facilities. The project proponent shall also identify acceptable outfall for treated effluent.
- [x] The project proponent shall ensure that the stack height of DG sets is as per the CPCB guide lines and also ensure that the emission standards of noise and air are within the CPCB prescribed limits. Noise and Emission level of DG sets greater than 800 KVA shall be as per CPCB latest standards for high capacity DG sets.
- [y] All electric supply exceeding 100 amp, 3 phase shall maintain the power factor between 0.98 lag to 1 at the point of connection.
- [z] The project proponent shall minimize heat island effect through shading and reflective or pervious surface instead of hard surface.
- [aa] The project proponent shall use only treated water instead of fresh water for HVAC and DG cooling. The Project Proponent shall also use evaporative cooling technology and double stage cooling system for HVAC in order to reduce water consumption. Further temperature, relative humidity during summer and winter seasons should be kept at optimal level. Variable speed drive, best Co-efficient of Performance, as well as optimal integrated point load value and minimum outside fresh air supply may be resorted for conservation of power and water. Coil type

cooling DG Sets shall be used for saving cooling water consumption for water cooled DG Sets.

- [ab] The project proponent shall ensure that the transformer is constructed with high quality grain oriented, low loss silicon steel and virgin electrolyte grade copper. The project proponent shall obtain manufacturer's certificate also for that.
- [ac] Water supply shall be metered among different users of utilities.
- [ad] The project proponent shall ensure that exit velocity from the stack should be sufficiently high. Stack shall be designed in such a way that there is no stack down-water under any meteorological conditions.
- [ae] The project proponent shall provide water sprinkling system in the project area to suppress the dust in addition to the already suggested mitigation measures in the Air Environment Chapter of EMP.
- [af] The project proponent shall meet the emission standards for Hotel Industry prescribed by CPCB under schedule-I of rule 3 of Environment (Protection) Rules, 1986.

#### **PART-B. GENERAL CONDITIONS:**

- [i] The Project Proponent shall ensure the commitments made in Form-1, Form-1A, EIA/EMP and other documents submitted to the SEIAA for the protection of environment and proposed environmental safeguards are complied with in letter and spirit. In case of contradiction between two or more documents on any point, the most environmentally friendly commitment on the point shall be taken as commitment by project proponent.
- [ii] Six monthly compliance reports should be submitted to the HSPCB and Regional Office, MOEF, GOI, Northern Region, Chandigarh and a copy to the SEIAA, Haryana.
- [iii] STP outlet after stabilization and stack emission shall be monitored monthly. Other environmental parameters and green belt shall be monitored on quarterly basis. After every 3 (three) months, the project proponent shall conduct environmental audit and shall take corrective measure, if required, without delay.
- [iv] The SEIAA, Haryana reserves the right to add additional safeguard measures subsequently, if found necessary. Environmental Clearance granted will be revoked if it is found that false information has been given for getting approval of this project. SEIAA reserves the right to revoke the clearance if conditions stipulated are not implemented to the 10 satisfaction of SEIAA/MoEF.
- [v] The Project proponent shall not violate any judicial orders/pronouncements issued by any Court/Tribunal.
- [vi] All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest Conservation Act, 1980 and Wildlife (Protection) Act, 1972, Forest Act, 1927, PLPA 1900, etc. shall be obtained, as applicable by project proponents from the respective authorities prior to construction of the project.
- [vii] The Project proponent should inform the public that the project has been accorded Environment Clearance by the SEIAA and copies of the clearance letter are available with the Haryana State Pollution Control Board & SEIAA. This should be advertised within 7 days from the date circulated in the region and the copy of the same should be forwarded to SEIAA Haryana. A copy of Environment

Clearance conditions shall also be put on project proponent's web site for public awareness.

- [viii] Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the Project Proponent if it was found that construction of the project has been started before obtaining prior Environmental Clearance.
- [ix] Any appeal against the this Environmental Clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.
- [x] The project proponent shall put in place Corporate Environment Policy as mentioned in MoEF, GoI OM No. J-11013/41/2006-IA II (I) dated 26.4.2012 within 3 months period. Latest Corporate Environment Policy should be submitted to SEIAA within 3 months of issuance of this letter.
- [xi] The fund ear-marked for environment protection measures should be kept in separate account and should not be diverted for other purposes and year wise expenditure shall be reported to the SEIAA/RO MoEF, GoI under rules prescribed for Environment Audit.
- [xii] The project proponent shall ensure the compliance of Forest Department, Haryana Notification no. S.O.121/PA2/1900/S.4/97 dated 28.11.1997.
- [xiii] The Project Proponent shall ensure that no vehicle during construction/operation phase enter the project premises without valid 'Pollution Under Control' certificate from competent Authority.
- [xiv] The project proponent is responsible for compliance of all conditions in Environmental Clearance letter and project proponent can not absolve himself /herself of the responsibility by shifting it to any contractor engaged by project proponent.
- [xv] The project proponent shall seek fresh Environmental clearance whenever it decides to construct anything for any purpose what so ever in the balance licensed areas of this project.

  
 Member Secretary,  
 State Level Environment Impact  
 Assessment Authority, Haryana, Panchkula.

Endst. No. SEIAA/HR/2013

Dated:.....

A copy of the above is forwarded to the following:

1. The Additional Director (IA Division), MOEF, GOI, CGO Complex, Lodhi Road, New Delhi.
2. The Regional office, Ministry of Environment & Forests, Govt. of India, Sector 31, Chandigarh.
3. The Chairman, Haryana State Pollution Control Board, Pkl.

  
 Member Secretary,  
 State Level Environment Impact  
 Assessment Authority, Haryana, Panchkula

**APPENDIX 2**

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**17<sup>th</sup> Six Monthly Post EC Compliance Report  
(April 2021 to September 2021)**

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## POST ENVIRONMENT CLEARANCE SIX MONTHLY COMPLIANCE REPORT (APRIL 2021 TO SEPTEMBER 2021)

**Project Name** Proposed Commercial Complex Project (13.95 Acres)

at Sector 58, Village Ghata, Gurgaon (Haryana)

**Previous EC Letter**

No. SEIAA/HR/2013/619, dated 04.09.2013

**Corrigendum issued**

No. SEIAA/HR/2016/644, dated 04.08.2016

Further, in view of MoEF& CC, GoI Notification No S.O. 221 (E) dated 18.01.2021 (Enclosed as **Appendix 3**) (.....9A. Notwithstanding anything contained in this notification, the period from the 1st April, 2020 to the 31<sup>st</sup> March, 2021 shall not be considered for the purpose of calculation of the period of validity of Prior Environmental Clearances granted under the provisions of this notification in view of outbreak of Corona Virus (COVID-19) and subsequent lockdowns (total or partial) declared for its control, however, all activities undertaken during this period in respect of the Environmental Clearance granted shall be treated as valid), accordingly the existing validity of prior Environment Clearance was up to 03.9.2021. Subsequently extension of validity has been obtained.

S. No	EC Conditions	Compliance
<b>PART A – SPECIFIC CONDITIONS</b>		
<b>Construction Phase</b>		
1)	"Consent to establishment" shall be obtained from Haryana State Pollution Control Board under Air and Water Act, and a copy shall be submitted to the SEIAA, Haryana before the start of any construction work at site.	<ul style="list-style-type: none"> <li>▪ Consent to Establish (CtE) &amp; subsequent renewals has been obtained from Haryana State Pollution Control Board (HSPCB).</li> <li>▪ Further, PP would like to reiterate that, it has strictly followed guidelines/direction issued from time to time by Hon'ble Supreme Court/ EPCA/ HSPCB/ Local Authority regarding implementation of the Graded Response Action Plan (GRAP) as applicable to the above said Project, as well as followed Government directives / guidelines as applicable in view of outbreak of Corona Virus (COVID-19) and subsequent lockdowns (total or partial) declared for its control.</li> <li>▪ The Project involves the construction of commercial complex where the buildings comprise of Retails blocks, Office Tower, Hotel Tower, Multiplex /cinema along with Restaurant and SPA.</li> </ul>
2)	A First Aid Room to be provided in both during construction and operation of the project.	<ul style="list-style-type: none"> <li>▪ Has been complied at site for construction phase. The photographs showing first aid room facilities provided at site has already been submitted to your good office along with 13<sup>th</sup> six monthly EC compliance report vide letter Ireo Hospitality/Post EC/CC58/3254 dated 14.01.2020 (Refer Annexure 1).</li> <li>▪ During Operation phase – First aid facility with adequate medicines has been provided &amp; will be complied with throughout the project cycle.</li> </ul>
3)	Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision	<ul style="list-style-type: none"> <li>▪ For drinking purpose, potable water supply is being provided through private water tanker. The drinking water quality test has been carried out</li> </ul>

S. No	EC Conditions	Compliance
	<p>should be made for Mobile toilets. Open defecation by the labours is strictly prohibited. The safe disposal of wastewater and solid wastes generated during the construction phase should be ensured.</p>	<p>by MoEF&amp;CC/NABL approved laboratory M/s Ind Research &amp; Development House Pvt. Ltd. The water quality test results are within the limits prescribed for drinking water under IS 10500-2012. The copy of the water quality test report is enclosed as <b>Annexure 1</b> for your ready reference.</p> <ul style="list-style-type: none"> <li>▪ Disposal of waste water generated at project site is being done through mobile STP / septic tanks.</li> <li>▪ Solid waste collection bins have been provided at various locations within the project site and the generated solid waste is being managed as per SWM Rules, 2016.</li> </ul>
4)	<p>All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.</p>	<ul style="list-style-type: none"> <li>▪ Has been complied at site. The photographs showing top soil preservation and reutilization in horticulture / landscape development have already been submitted to your good office along with 13<sup>th</sup> six monthly EC compliance report vide letter Ireo Hospitality/Post EC/CC58/3254 dated 14.01.2020 (Refer Annexure 5).</li> </ul>
5)	<p>The project proponent shall ensure that the building material required during construction phase is properly stored within the project area and disposal of construction waste should not create any adverse effect on the neighboring communities and should be disposed of taking necessary precaution for general safety and health aspects of the people, only in approved sites with the approval from competent authority.</p>	<ul style="list-style-type: none"> <li>▪ Complied at site. The photographs showing building material and construction waste storage have already been submitted to your good office along with 13<sup>th</sup> six monthly EC compliance report vide letter Ireo Hospitality/Post EC/CC58/3254 dated 14.01.2020 (Refer Annexure 6).</li> </ul>
6)	<p>Construction spoils, including bituminous material and other hazardous materials, must not to be allowed to contaminate watercourses and the dump sites for such material must be secured so that they should not leach into the groundwater. Any hazardous waste generated during construction phase, should be disposed off as per applicable rules and norms with necessary approval of the Haryana State Pollution Control Board.</p>	<ul style="list-style-type: none"> <li>▪ It is a commercial complex project falls under GMUC Master Plan 2031. The generated construction waste is being properly stored and disposed of as per applicable rules and norms. The photographs showing construction waste storage have already been submitted to your good office along with 13<sup>th</sup> six monthly EC compliance report vide letter Ireo Hospitality/Post EC/CC58/3254 dated 14.01.2020 (Refer Annexure 6).</li> </ul>
7)	<p>The diesel generator sets to be used during construction phase should be of ultra low sulphur diesel type and should conform to Environment (Protection) Rules prescribed for air and noise emission standards.</p>	<ul style="list-style-type: none"> <li>▪ The silent type DG set along with acoustic enclosure using low sulfur diesel has been installed at project site for the construction phase in confirmation to Environment (Protection) Rules prescribed by MoEF&amp;CC for air and noise emission standards.</li> <li>▪ The DG Set stack emission and noise monitoring is carried out regularly by MoEF&amp;CC / NABL accredited Laboratory.</li> </ul>

S. No	EC Conditions	Compliance
8)	The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from Chief Controller of Explosives shall be taken.	<ul style="list-style-type: none"> <li>▪ It is anticipated that the quantity of diesel required for operating DG sets during construction phase is less than the limit prescribed under petroleum act &amp; rules. Hence, clearance from Chief Controller of Explosives is not required during construction phase.</li> </ul>
9)	Ambient noise levels should conform to the residential standards both during day and night. Incremental pollution loads on the Ambient air and Noise quality should be closely monitored during construction phase. Adequate measures should be taken to reduce Ambient air and Noise level during construction phase, so as to conform to the stipulated residential standards.	<ul style="list-style-type: none"> <li>▪ An effort has been made at project site to keep the ambient noise levels within the residential standards prescribed for day and night.</li> <li>▪ During the construction period incremental pollution loads on the ambient air and noise quality is being closely monitored as per the prescribed standards.</li> <li>▪ The ambient air quality, soil quality and noise level monitoring at site has been carried out by MoEF&amp;CC/NABL approved laboratory M/s Ind Research &amp; Development House Pvt. Ltd. The monitoring report for ambient air quality and noise level quality is enclosed as <b>Annexure 1</b>.</li> </ul>
10)	Fly ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September, 1999 and amended as on 27 <sup>th</sup> August, 2003.	<ul style="list-style-type: none"> <li>▪ Fly ash has been utilized as building material as per the provisions of Fly Ash Notification of September, 1999 and subsequent amended as applicable. A sample copy of fly ash challan has already been submitted to your good office along with 13<sup>th</sup> six monthly EC compliance report vide letter Ireo Hospitality/Post EC/CC58/3254 dated 14.01.2020 (Refer Annexure 7).</li> </ul>
11)	Storm water control and its reuse as per CGWB and BIS Standards for various applications should be ensured.	<ul style="list-style-type: none"> <li>▪ Complied at site during construction phase.</li> </ul>
12)	Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices as referred.	<ul style="list-style-type: none"> <li>▪ Has been complied at site in form of Ready Mixed Concrete (RMC), AAC blocks etc.</li> </ul>
13)	In view of the severe constrains in water supply augmentation in the region and sustainability of water resources, the developer will submit the NOC from CGWA specifying water extraction quantities and assurance from HUDA/ utility indicating source of water supply and quantity of water with details of intended use of water- potable and non-potable. Assurance is required for both construction and operation stages separately. It shall be submitted to the SEIAA/ R.O. MoEF, Chandigarh before the start of Construction	<ul style="list-style-type: none"> <li>▪ Since no extraction of ground water at project site was ever done, NOC from CGWA was not required. An affidavit was also submitted to SEIAA during the appraisal for Environment Clearance for the same.</li> <li>▪ For construction purpose, the treated waste water from HUDA STP/ Govt approved STPs was used. The sample copy of receipts obtained from HUDA STP has already been submitted to your good office along with 2<sup>nd</sup> six monthly EC compliance report vide letter no SU Estates/EC/CC58/1699 dated 09.07.2014 (Refer Annexure 11) . The record of all water receipts obtained from HUDA STP has been maintained at project site.</li> <li>▪ During Operation Phase of the project, HUDA/HSVP public supply will be used.</li> </ul>

S. No	EC Conditions	Compliance
14)	Roof should meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material.	<ul style="list-style-type: none"> <li>▪ Trade off approach has been used to meet the norms of Energy Conservation Building Code (ECBC).</li> <li>▪ Green Building concept and features have been incorporated in design of proposed project and the same has been implemented at site.</li> <li>▪ Further, we wish to inform you that the said project is registered under GRIHA Rating system for green building certification. Also, recently the project has been obtained <b>“PROVISIONAL CERTIFICATION”</b> with <b>“5 STAR”</b> rating by GRIHA Council.</li> </ul>
15)	Opaque wall should meet prescriptive requirement as per Energy Conservation Building Code which is proposed to be mandatory for all air conditioned spaces while it is desirable for non-air-conditioned spaces by use of appropriate thermal insulation material to fulfill requirement	
16)	The approval of the competent authority shall be obtained for structural safety of the building on account of earthquake, adequacy of fire fighting equipments, etc. as per National Building Code including protection measures from lightening etc. If any forest land is involved in the proposed site, clearance under Forest Conservation Act shall be obtained from the competent Authority.	<ul style="list-style-type: none"> <li>▪ Structural Safety Certificate been submitted to your good office along with 7<sup>th</sup> six monthly post EC compliance report vide letter no Ireo Hospitality/Post EC/CC58/2091 dated 15.12.2016 (Refer Annexure 2).</li> <li>▪ No forest land is involved in the proposed project site.</li> <li>▪ The copy of NOC obtained from Forest Department and Aravali NOC obtained through DC have already been submitted to your good office along with 2<sup>nd</sup> six monthly post EC compliance report vide letter no SU Estates/EC/CC58/1699 dated 09.07.2014 (Refer Annexure 12 &amp; Annexure 13).</li> </ul>
17)	Overexploited groundwater and impending severe shortage of water supply in the region requires the developer to redraw the water and energy conservation plan. Developer shall reduce the overall footprint of the proposed development. Project proponent shall incorporate water efficiency /savings measures as well as water reuse/recycling within 3 months and before start of construction to the SEIAA, Haryana and RO, MOEF, GOI, Chandigarh.	<ul style="list-style-type: none"> <li>▪ Has been complied and submitted to your good office.</li> <li>▪ Water efficient fixtures has been planned and will be installed at site to reduce the water consumption. Water conservation plan has been submitted to your good office along with 2<sup>nd</sup> six monthly post EC compliance report vide letter no SU Estates/EC/CC58/1699 dated 09.07.2014 (Refer Annexure 14).</li> </ul>
18)	The Project Proponent shall construct 16 rain water harvesting pits for recharging the ground water within the project premises. Rain water harvesting pits shall be designed to make provisions for silting chamber and removal of floating matter before entering harvesting pit. Maintenance budget and persons responsible for maintenance must be provided. Care shall also be taken that contaminated water do not enter any RWH pit.	<ul style="list-style-type: none"> <li>▪ Has been constructed.</li> </ul>
19)	The project proponent shall provide for adequate fire safety measures and equipments as required by Haryana Fire Service Act, 2009 and instructions issued	<ul style="list-style-type: none"> <li>▪ Has been complied at site.</li> <li>▪ Fire Scheme Approval – Obtained and submitted to your good office along with 9<sup>th</sup> six monthly post EC Compliance report vide letter no. Ireo</li> </ul>

S. No	EC Conditions	Compliance
	by local Authority / Directorate of fire from time to time. Further the project proponent shall take necessary permission regarding fire safety scheme / NOC from competent authority as required.	Hospitality/Post EC/CC58/3081 dt. 21.12.2017 (Kindly refer Annexure 4).
20)	The Project Proponent shall submit assurance from the HVPNL for supply of 16603 KW of power supply before the start of construction. In no case project will be operational solely on generators without any power supply from any external power utility.	<ul style="list-style-type: none"> <li>The load calculation details for the proposed project and copy of letter received from HVPNL regarding electricity assurance has already been submitted to your good office along with 2<sup>nd</sup> six monthly post EC compliance report vide letter no SU Estates/EC/CC58/1699 dated 09.07.2014 (Refer Annexure 15 &amp; 16).</li> </ul>
21)	Detail calculation of power load and ultimate power load of the project shall be submitted to HVPNL under intimation to SEIAA Haryana before the start of construction. Provisions shall be made for electrical infrastructure in the project area.	<ul style="list-style-type: none"> <li>The calculation showing ultimate power load requirement submitted to DHBVN / HVPNL for proposed project has already been submitted to your good office along with 2<sup>nd</sup> six monthly post EC compliance report vide letter no SU Estates/EC/CC58/1699 dated 09.07.2014 (Refer Annexure 16).</li> </ul>
22)	The Project Proponent shall not raise any construction in the natural land depression/ Nallah/ water course and shall ensure that the natural flow from the Nallah/ water course is not obstructed.	<ul style="list-style-type: none"> <li>Not Applicable it is a Commercial Complex projects falls under Gurgaon Manesar Urban Complex (GMUC) Plan 2031.</li> </ul>
23)	The project proponent shall keep the plinth level of the building blocks sufficiently above the level of the approach road to the Project as per prescribed by Laws. Levels of the other areas in the Projects shall also be kept suitably so as to avoid flooding.	<ul style="list-style-type: none"> <li>Has been complied at site.</li> </ul>
24)	Construction shall be carried out so that density of population does not exceed norms approved by Director General Town and Country Department Haryana.	<ul style="list-style-type: none"> <li>Has been complied. Project proponent has made development &amp; construction in conformance to the sanctioned plan by statutory authority for such development.</li> </ul>
25)	The Project Proponent shall submit an affidavit with the declaration that ground water will not be used for construction and only treated water should be used for construction.	<ul style="list-style-type: none"> <li>Has already been submitted to your good office along with 1<sup>st</sup> six monthly post EC compliance report vide letter no SU Estates/Envn/EC/1603 dated 28.01.2014 (Refer Annexure 16).</li> </ul>
26)	The project proponent shall not cut any existing tree and project landscaping plan should be modified to include those trees in green area.	<ul style="list-style-type: none"> <li>Not applicable, kindly refer point no. h as mentioned below.</li> </ul>
27)	The project proponent shall ensure that ECBC norms for composite climate zone are met. In particular building envelope, HVAC service, water heating, pumping, lighting and electrical infrastructure must meet ECBC norms.	<ul style="list-style-type: none"> <li>Kindly refer the condition no. 14 &amp; 15 (Construction Phase) as mentioned above.</li> </ul>
28)	The Project Proponent shall provide 3 meter high barricade around the project area, dust screen for every floor above the ground, proper sprinkling and covering of	<ul style="list-style-type: none"> <li>Has been complied at site.</li> <li>PP humbly submits, that it has strictly followed guidelines / direction issued time to time by Hon'ble Supreme Court / EPCA / HSPCB/</li> </ul>

S. No	EC Conditions	Compliance
	stored material to restrict dust and air pollution during construction	Local Authority regarding implementation of the Graded Response Action Plan (GRAP) as applicable to above Said Project during this period.
29)	The project proponent shall construct a sedimentation basin in the lower level of the project site to trap pollutant and other wastes during rains.	<ul style="list-style-type: none"> <li>Has been complied at site during construction phase. Kindly refer point no. 11 (construction phase).</li> </ul>
30)	The project proponent shall provide proper Rasta of proper width and proper strength for each project before the start of construction.	<ul style="list-style-type: none"> <li>The proposed project falls under the GMUC Master Plan 2031 and has been planned &amp; developed accordingly.</li> <li>The proposed project site is very well connected with the 84 m wide HUDA sector road.</li> </ul>
31)	Vertical fenestration shall not exceed 40% of total wall area.	<ul style="list-style-type: none"> <li>Green Building concept and features have been incorporated in design of proposed project and the same has been implemented at site.</li> <li>Further, we wish to inform you that the said project is registered under GRIHA Rating system for green building certification. Also, recently the project has been obtained "PROVISIONAL CERTIFICATION" with "5 STAR" rating by GRIHA Council.</li> </ul>
32)	The project proponent shall ensure that the U-value of the glass is less than 3.177 and maximum solar heat gain co-efficient is 0.25 for vertical fenestration.	<ul style="list-style-type: none"> <li>Kindly refer the above mentioned in Point No. 31 (Construction Phase).</li> </ul>
33)	The project proponent shall submit NOC from Airport Authority regarding height clearance.	<ul style="list-style-type: none"> <li>Has been submitted to your good office along with 2<sup>nd</sup> six monthly post EC compliance report vide letter no SU Estates/EC/CC58/1699 dated 09.07.2014 (Refer Annexure 19).</li> </ul>
34)	The project proponent shall adequately control construction dusts like silica dust, non-silica dust, wood dust. Such dusts shall not spread outside project premises. Project Proponent shall provide respiratory protective equipment to all construction workers.	<ul style="list-style-type: none"> <li>Has been complied at site.</li> </ul>
35)	The project proponent shall provide solar panel at the rooftop of the building.	<ul style="list-style-type: none"> <li>Will be complied with as per the HAREDA norms applicable for the said project.</li> </ul>
36)	The project proponent shall provide one refuse area till 24 meter, one till 39 meter and one after every 15 meter as per National Building Code.	<ul style="list-style-type: none"> <li>Complied with as per NBC &amp; local building by laws of Govt. of Haryana.</li> </ul>
37)	The project proponent shall provide fire control room and fire officer for building above 30 meter as per National Building Code.	<ul style="list-style-type: none"> <li>Kindly refer the Point no. 36 (Construction Phase) as mentioned above.</li> </ul>
38)	The project proponent shall obtain permission of Mines and Geology Department for excavation of soil before the start of construction.	<ul style="list-style-type: none"> <li>Has been submitted to your good office along with 2<sup>nd</sup> six monthly post EC compliance report vide letter no SU Estates/EC/CC58/1699 dated 09.07.2014 (Refer Annexure 20).</li> </ul>

S. No	EC Conditions	Compliance
39)	The project proponent shall provide helipad facility as required under NBC norms and shall seek permission of helipad from AAI accordingly.	▪ Has been complied with as per NBC / local building by laws.
40)	The project proponent shall provide E waste collection centre in the building.	▪ Will comply with as per applicable E -Waste Rules, 2016.
41)	The project proponent shall ensure regular monitoring of electrical points and shall appoint expert electrician for fire prevention.	▪ Has been complied.
42)	The project proponent shall ensure that fire staircase shall be kept pressurized by mumty installed pressurization fans and dedicated ventilation shafts adhering fire fighting norms.	▪ Fire safety measures have been provided as per the fire scheme approved by the competent authority.
43)	The project proponent shall provide stage pumping (One level) for lifting water to rooftop.	▪ Multi stage pumps have been provided for lifting water to rooftop.
44)	The project proponent shall ensure structural stability to withstand earthquake of Richter scale 8.2.	▪ Kindly refer the point no. 16 (Construction Phase) as mentioned above.
45)	The project proponent shall not raise any construction activity in the ROW reserved / acquired for High Tension Wire Passing through the project area and shall maintain horizontal and vertical ROW as required under Indian Electricity Rules, 1956 / DHBVN latest instructions.	▪ Not Applicable, as there is no HT line passing thorough the project area as it has been dismantled by respective authority.
46)	The site for solid waste management plant be earmarked on the layout plan and the detailed project for setting up the solid waste management plant shall be submitted to the Authority within one month.	▪ Has been submitted to your good office along with 2 <sup>nd</sup> six monthly post EC compliance report vide letter no SU Estates/EC/CC58/1699 dated 09.07.2014 (Refer Annexure 14).
<b>Operation Phase:</b>		
a)	"Consent to Operate" shall be obtained from Haryana State Pollution Control Board under Air and Water Act and a copy shall be submitted to the SEIAA, Haryana.	▪ Consent to Operate (CtO) has been obtained from Haryana State Pollution Control Board vide letter no. HSPCB / Consent / :329962319 GUNOCTO 376156 dated 30.10.2019, as per the part Occupancy Certificate (OC) obtained for Building (Retail, Multiplex, Hotel Block, Office Tower, Ancillary uses, basement) for the said project and has already been submitted to your good office along with 13 <sup>th</sup> six monthly EC compliance report vide letter Ireo Hospitality/Post EC/CC58/3254 dated 14.01.2020 (Refer Annexure 1).
b)	The Sewage Treatment Plant (STP) shall be installed for the treatment of the sewage to the prescribed standards including odour and treated effluent shall be recycled. The installation of STP	▪ The sewage treatment plant has been planned / installed as per the approval obtained from concerned authority. The discharge of treated sewage will conform to the norms and standards of HSPCB / CPCB.

S. No	EC Conditions	Compliance
	should be certified by an independent expert and a report in this regard should be submitted to the SEIAA, Haryana before the project is commissioned for operation. Tertiary treatment of waste water is mandatory. Discharge of treated sewage shall conform to the norms and standards of HSPCB, Panchkula. Project Proponent shall implement such STP technology which does not require filter backwash.	
c)	Separation of the grey and black water should be done by the use of dual plumbing line. Treatment of 100% grey water by decentralized treatment should be done ensuring that the re-circulated water should have BOD level less than 10 mg/liter and the recycled water will be used for flushing, gardening and DG set cooling etc. to achieve zero exit discharge	<ul style="list-style-type: none"> <li>▪ Dual plumbing line for separation of grey and black water has been considered in the design of proposed project and has been implemented the same at site.</li> <li>▪ The treated waste water obtained through STP will be used for flushing, gardening and DG set cooling purpose.</li> </ul>
d)	For disinfection of the treated wastewater, ultra-violet radiation or ozonization process should be used.	<ul style="list-style-type: none"> <li>▪ For disinfection of treated wastewater, UV radiation will be used.</li> </ul>
e)	The solid waste generated should be properly collected and segregated. Bio - degradable waste shall be decomposed at site and dry / inert solid waste should be disposed off to approved sites for land filling after recovering recyclable material.	<ul style="list-style-type: none"> <li>▪ Will be complied as per applicable norms.</li> </ul>
f)	Diesel power generating sets proposed as source of back-up power for lifts, common area illumination and for domestic use should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The location of the DG sets should be in the basement as promised by the project proponent with appropriate stack height i.e, above the roof level as per the CPCB norms. The diesel used for DG sets should be ultra low sulphur diesel (0.05% sulphur), instead of low sulphur diesel.	<ul style="list-style-type: none"> <li>▪ Will adhere to.</li> </ul>
g)	Ambient Noise level should be controlled to ensure that it does not exceed the prescribed standards both within and at the boundary of the Proposed Commercial Complex.	<ul style="list-style-type: none"> <li>▪ The said project falls under the GMUC Master Plan 2031.</li> <li>▪ Scientifically designed traffic management plan along with adequate parking and green belt development has been implemented at site to control the ambient noise level to prescribed standards.</li> </ul>
h)	The project proponent should maintain at least 32% as green cover area for tree plantation especially all around the periphery of the project and on the road	<ul style="list-style-type: none"> <li>▪ Has been planned and being developed accordingly.</li> </ul>

S. No	EC Conditions	Compliance
	sides preferably with local species which can provide protection against noise and suspended particulates matter. The open spaces inside the project should be preferably landscaped and covered with vegetation/grass, herbs & shrubs. Only locally available plant species shall be used.	
i)	The project proponent shall strive to minimize water in irrigation of landscape by minimizing grass area, using native variety, xeriscaping and mulching, utilizing efficient irrigation system, scheduling irrigation only after checking evapo-transpiration data.	<ul style="list-style-type: none"> <li>▪ The following water efficient features have been considered in the design and implemented at project site to minimize the water consumption in landscaping :               <ul style="list-style-type: none"> <li>a. Native species tree plantation at site</li> <li>b. Efficient irrigation system (Drip Irrigation)</li> </ul> </li> </ul>
j)	Rain water harvesting for roof run-off and surface run-off, as per plan submitted should be implemented. Before recharging the surface run off, pre-treatment through sedimentation tanks must be done to remove suspended matter, oil and grease. The bore well for rainwater recharging shall be kept at least 5 mts. above the highest ground water table. Care shall be taken that contaminated water do not enter any. RWH pit. The project proponent shall avoid Rain Water Harvesting of first 10 minutes of rain fall. Roof top of the building shall be without any toxic material or paint which can contaminate rain water. Wire mesh and filters should be used wherever required.	<ul style="list-style-type: none"> <li>▪ Kindly refer Point No. 18 (Construction Phase) as mentioned above.</li> </ul>
k)	The groundwater level and its quality should be monitored regularly in consultation with Central Ground Water Authority	<ul style="list-style-type: none"> <li>▪ Since no extraction of ground water at project site was ever done. Hence, ground water level and its quality is not monitored.</li> </ul>
l)	There should be no traffic congestion near the entry and exit points from the roads adjoining the proposed project site. Parking should be fully internalized and no public space should be utilized.	<ul style="list-style-type: none"> <li>▪ Kindly refer Point No. g (operation Phase) as mentioned above.</li> </ul>
m)	A report on the Energy conservation measures conforming to energy conservation norms finalized by Bureau of Energy Efficiency should be prepared incorporating details about building materials & technology, R & U factors etc, and submitted to the SEIAA, Haryana in three months time.	<ul style="list-style-type: none"> <li>▪ Has been submitted to your good office.</li> <li>▪ Green Building concept and features have been incorporated in design of proposed project and the same has been implemented at site.</li> <li>▪ Further, we wish to inform you that the said project is registered under GRIHA Rating system for green building certification. Also, recently the project has been obtained <b>"PROVISIONAL CERTIFICATION"</b> with <b>"5 STAR"</b> rating by GRIHA Council.</li> </ul>
n)	Energy conservation measures like installation of LED for lighting the areas	<ul style="list-style-type: none"> <li>▪ Provision of LED/CFL for lighting has been considered in design and the same has been</li> </ul>

S. No	EC Conditions	Compliance
	outside the building should be integral part of the project design and should be in place before project commissioning. Use of solar panels must be adapted to the maximum energy conservation.	provided at site. ▪ Will be complied with as per the HAREDA norms applicable for the said project.
o)	The Project Proponent shall use zero ozone depleting potential material in insulation, refrigeration, air-conditioning and adhesive. Project Proponent shall also provide halon free fire suppression system.	▪ Will comply with as per applicable norms / guidelines.
p)	The Solid waste generated should be properly collected and segregated as per the requirement of the MSW Rules, 2000 and as amended from time to time. The bio-degradable waste should be composted by vermi-composting at the site earmarked within the project area and dry/ inert solid waste should be disposed off to the approved sites for land filling after recovering recyclable material	▪ Will be complied with as per MSW rules, 2016.
q)	The provision of the solar water heating system shall be as per the norms specified by HAREDA and shall be made operational in each building block	▪ Kindly refer the Point no. n (Operation Phase) as mentioned above.
r)	The traffic plan and the parking plan proposed by the PP should be adhered to meticulously with further scope of additional parking for future requirement. There should be no traffic congestion near the entry and exit points from the roads adjoining the proposed project site. Parking should be fully internalized and no public space should be used.	▪ Kindly refer Point No. 1 (Operation Phase) as mentioned above.
s)	The project should be operationalized only once HUDA/public authority will provide domestic water supply system in the area	▪ Has been adhered to as per applicable norms /direction.
t)	Operation and maintenance of STP, solid waste management and electrical Infrastructure, pollution control measures shall be ensured even after the completion of sale.	▪ Will be complied with.
u)	Different type of wastes should be disposed off as per provisions of municipal solid waste, biomedical waste, hazardous waste, e-waste, batteries & plastic rules made under Environment Protection Act, 1986. Particularly E-waste and Battery waste shall be disposed of as per existing E-waste Management Rules 2011 and Batteries Management Rules 2001. The project proponent should maintain a collection center for E-waste	▪ Will adhere to as per applicable norms.

S. No	EC Conditions	Compliance
	and it should be disposed of to only registered and authorized dismantler/recycler.	
v)	Standards for discharge of environmental pollutants as enshrined in various schedules of rule 3 of Environment Protection Rule 1986 shall be strictly complied with.	<ul style="list-style-type: none"> <li>▪ Will be complied with.</li> </ul>
w)	The project proponent shall make provision for guard pond and other provisions for safety against failure in the operation of wastewater treatment facilities. The project proponent shall also identify acceptable outfall for treated effluent.	<ul style="list-style-type: none"> <li>▪ The project proponent has made the provision of intake tank (Equalization Tank) in the proposed STP, &amp; the same will act as a provision of guard pond for safety against failure in the operation of wastewater treatment facilities.</li> </ul>
x)	The project proponent shall ensure that the stack height of DG sets is as per the CPCB guide lines and also ensure that the emission standards of noise and air are within the CPCB prescribed limits. Noise and Emission level of DG sets greater than 800 KVA shall be as per CPCB latest standards for high capacity DG sets	<ul style="list-style-type: none"> <li>▪ Kindly refer Point no. f (Operation Phase) as mentioned above.</li> </ul>
y)	All electric supply exceeding 100 amp, 3 phase shall maintain the power factor between 0.98 lag to 1 at the point of connection.	<ul style="list-style-type: none"> <li>▪ Power factor will be maintained as per the electrical norms of DHBVNL/HVPNL, Govt. of Haryana.</li> </ul>
z)	The project proponent shall minimize heat island effect through shading and reflective or pervious surface instead of hard surface.	<ul style="list-style-type: none"> <li>▪ Green Building concept and features have been incorporated in design of proposed project and the same has been implemented at site.</li> <li>▪ Further, we wish to inform you that the said project is registered under GRIHA Rating system for green building certification. Also, recently the project has been obtained "PROVISIONAL CERTIFICATION" with "5 STAR" rating by GRIHA Council.</li> <li>▪ The photographs showing pervious surface has been laid in the project have already been submitted to your good office along with 13<sup>th</sup> six monthly EC compliance report vide letter Ireo Hospitality/Post EC/CC58/3254 dated 14.01.2020 (Refer Annexure 10).</li> </ul>
aa)	The project proponent shall use only treated water instead of fresh water for HVAC and DG cooling. The Project Proponent shall also use evaporative cooling technology and double stage cooling system for HVAC in order to reduce water consumption. Further temperature, relative humidity during summer and winter seasons should be kept at optimal level. Variable speed drive, best Co-efficient of Performance, as well as optimal integrated point load	<ul style="list-style-type: none"> <li>▪ As mentioned above in point no. (C); treated waste water obtained through STP will be used for cooling make up of DG sets.</li> </ul>

S. No	EC Conditions	Compliance
	value and minimum outside fresh air supply may be resorted for conservation of power and water. Coil type cooling DG Sets shall be used for saving cooling water consumption for water cooled DG Sets.	
ab)	The project proponent shall ensure that the transformer is constructed with high quality grain oriented, low loss silicon steel and virgin electrolyte grade copper. The project proponent shall obtain manufacturer's certificate also for that.	<ul style="list-style-type: none"> <li>▪ Has been complied with as per NBC norms.</li> </ul>
ac)	Water Supply shall be metered among different users of utilities.	<ul style="list-style-type: none"> <li>▪ Has been complied with.</li> </ul>
ad)	The project proponent shall ensure that exit velocity from the stack should be sufficiently high. Stack shall be designed in such a way that there is no stack down-water under any meteorological conditions.	<ul style="list-style-type: none"> <li>▪ Back pressure design criteria calculations has been followed for designing the stack as per the manufacturer recommendation.</li> </ul>
ae)	The project proponent shall provide water sprinkling system in the project area to suppress the dust in addition to the already suggested mitigation measures in the Air Environment chapter of EMP.	<ul style="list-style-type: none"> <li>▪ Has been complied with.</li> </ul>
af)	The project proponent shall meet the emission standards for Hotel industry prescribed by CPCB under schedule - I of rule 3 of Environment (Protection) Rules, 1986.	<ul style="list-style-type: none"> <li>▪ Project proponent humbly submits that the proposed project is commercial complex project. The condition will be complied with as per applicable norms.</li> </ul>
<b>PART B – GENERAL CONDITIONS</b>		
(i).	The project proponent shall ensure the commitments made in Form-1, Form-1A, EIA / EMP and other documents submitted to the SEIAA for the protection of Environment and proposed environmental safeguards are complied with in letter and spirit. In case of contradiction between two or more documents on any point, the most environmentally friendly commitment on the point shall be taken as commitment by project proponent.	<ul style="list-style-type: none"> <li>▪ Agreed upon.</li> </ul>
(ii).	Six monthly Compliance reports should be submitted to HSPCB and Regional Office, MOEF GOI, Northern Region, Chandigarh and a Copy to the SEIAA Panchkula, Haryana	<ul style="list-style-type: none"> <li>▪ Is being complied.</li> </ul>
(iii).	STP outlet after stabilization and stack emission shall be monitored monthly. Other environmental parameters and green belt shall be monitored on quarterly basis. After every 3 (three) month, the project proponent shall conduct	<ul style="list-style-type: none"> <li>▪ Will adhere to.</li> </ul>

S. No	EC Conditions	Compliance
	environmental audit and shall take corrective measures, if required, without delay.	
(iv).	The SEIAA, Haryana reserves the right to add additional safeguard measures subsequently, if found necessary. Environmental Clearance granted will be revoked if it is found that false information has been given for getting approval of this project. SEIAA reserves the right to revoke the clearance if conditions stipulated are not implemented to the satisfaction of SEIAA/ MoEF.	<ul style="list-style-type: none"> <li>▪ Agreed upon.</li> </ul>
(v).	The project proponent shall not violate any judicial orders / pronouncements issued by any Court / Tribunal.	<ul style="list-style-type: none"> <li>▪ Agreed upon.</li> </ul>
(vi).	All other Statutory Clearance such as the approvals for storage of diesel from Chief Controller of Explosive, Fire Department, Civil Aviation Department, Forest Conservation Act, 1980 and Wildlife (Protection) Act, 1972, Forest Act, 1927, PLPA 1900, etc. shall be obtained, as applicable by project proponents from the respective authorities prior to the construction of the project.	<ul style="list-style-type: none"> <li>▪ Approval from Chief Controller of Explosive for storage of diesel - obtained.</li> <li>▪ Approval from Civil Aviation Dept. /Forest Dept. – obtained.</li> </ul>
(vii).	The Project proponent should inform the public that the project has been accorded Environment Clearance by the SEIAA and copies of the clearance letter are available with the Haryana State Pollution Control Board & SEIAA. This should be advertised within 7 days from the date of issue of the clearance letter at least in two local newspapers that are widely circulated in the region and the copy of the same should be forwarded to SEIAA Haryana. A copy of Environment Clearance conditions shall also be put on project proponent's web site for public awareness.	<ul style="list-style-type: none"> <li>▪ Advertisement given in two newspapers (Hindi and English) have already been submitted to your good office along with 1<sup>st</sup> six monthly EC compliance report (Refer Annexure 5) vide letter no. SU Estates/Envn/EC/1603 dated 28.01.2014.</li> <li>▪ A scanned copy of Environment Clearance has also been present on company website for public awareness.</li> </ul>
(viii).	Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the project proponent if it was found that construction of the project has been started before obtaining prior Environmental Clearance.	<ul style="list-style-type: none"> <li>▪ Agreed upon.</li> </ul>
(ix).	Any appeal against the this Environmental Clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.	<ul style="list-style-type: none"> <li>▪ Agreed upon.</li> </ul>

S. No	EC Conditions	Compliance
(x).	The project proponent shall put in place Corporate Environment Policy as mentioned in MoEF, GoI OM No. J-11013/41/2006-IA II (I) dated 26.4.2012 within 3 months period. Latest Corporate Environment Policy should be submitted to SEIAA within 3 months of issuance of this letter.	<ul style="list-style-type: none"> <li>▪ Has been submitted to your good office along with 2<sup>nd</sup> six monthly post EC compliance report (Refer Annexure 14) vide letter no SU Estates/EC/CC58/1699 dated 09.07.2014.</li> </ul>
(xi).	The fund ear-marked for environment protection measures should be kept in separate account and should not be diverted for other purposes and year wise expenditure shall be reported to the SEIAA/RO MoEF GoI under rules prescribed for Environment Audit.	<ul style="list-style-type: none"> <li>▪ Project Proponent humbly submits that, Project proponent are a group of responsible developer working with vision of sustainable environment development in urban growth. Project Proponent have a separate environmental cell in our planning / design team which also ensure budgetary allocation for implementation of environment protection measures, environment management plan (EMP) in the total budget allocated for the project.</li> <li>▪ Further, we would like to submit that project proponent have implemented the accounting software (SAP) for the same.</li> </ul>
(xii).	The project proponent shall ensure the compliance of Forest Department, Haryana Notification no. S.O. 121/PA2/1900/S.4/97 dated 28.11.1997	<ul style="list-style-type: none"> <li>▪ Noted.</li> </ul>
(xiii).	The Project Proponent shall ensure that no vehicle during construction/operation phase enter the project premises without valid 'Pollution Under Control' certificate from competent Authority.	<ul style="list-style-type: none"> <li>▪ Has been complied at site.</li> </ul>
(xiv).	The project proponent is responsible for compliance of all conditions in Environmental Clearance letter and project proponent can not absolve himself /herself of the responsibility by shifting it to any contractor engaged by project proponent.	<ul style="list-style-type: none"> <li>▪ Agreed upon.</li> </ul>
(xv).	The project proponent shall seek fresh Environmental Clearance whenever it decides to construct anything for any purpose what so ever in the balance licensed areas of this project.	<ul style="list-style-type: none"> <li>▪ Agreed upon.</li> </ul>

Regd

**ORDER**

Whereas licence no. 16 of 2008 dated 31.01.2008 was granted to Aspirant Builders Pvt. Ltd., BTVS Buildwell Pvt. Ltd., Ornamental Realtors Pvt. Ltd., Adson Software Pvt. Ltd., Base Exports Pvt. Ltd. in collaboration with Base Exports Pvt. Ltd. to develop a group housing colony on the land measuring 17.55 acres in the revenue estate of village Behrampur, District Gurgaon.

A request was received on 24.07.2015 under the policy dated 15.07.2015 regarding rescheduling of licence land between Group Housing and plotted licenced colonies to process of exchange between the licence no 16 of 2008 dated 31.01.2008, 28 of 2008 dated 17.02.2008, 44 of 2011 dated 13.05.2011, 63 of 2009 dated 13.11.2009, 107 of 2010 dated 20.12.2010 and 60 of 2012 dated 11.06.2012, which was examined and in principle approval was granted vide this office memo no 17766 dated 16.09.2015 to comply the terms and conditions as laid down therein within a period of 60 days. Thereafter, the compliance made by you dated 01.10.2015, 19.10.2015 and 26.10.2015 have been examined and found in order.

After exchange of licenced land among the licences the revised schedules of land measuring 17.55 acres are annexed as Annexure 'A' in the name of Aspirant Builders Pvt. Ltd., BTVS Buildwell Pvt. Ltd., Ornamental Realtors Pvt. Ltd., Adson Software Pvt. Ltd., Base Exports Pvt. Ltd., Fiverivers Developers Pvt. Ltd., Fiverivers Township Pvt. Ltd., Bulls Realtors Pvt. Ltd. in collaboration with Base Exports Pvt. Ltd. w.r.t licence no. 16 of 2008 dated 31.01.2008.

The approval of all zoning plans and building plans accorded earlier in the above mentioned licences shall stand annulled and fresh zoning and building plans shall be get approved as per Rules/norms. The terms and conditions as stipulated in above said licences will remain applicable and will be complied with by Base Exports Pvt. Ltd. for licence no. 16 of 2008 dated 31.01.2008.

The company will also abide by the terms and conditions of the agreements LC-IV and Bilateral Agreements executed with the Director.

Dated:

Chandigarh

*Sd/-*  
(Arun Kumar Gupta)  
Director General,  
Town & Country Planning,  
Haryana, Chandigarh

Endst. No. LC-1952/PA(SN)/24336-347

Dated: 09/12/2015

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

1. Base Exports Pvt. Ltd. SCO no 6-8, Sector-9D, Madhaya Marg, Chandigarh alongwith a copy of Agreement LC-IV and Bilateral Agreement, Land schedule & Layout.
2. Chief Administrator, HUDA, Panchkula.
3. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula
4. Addl. Director Urban Estates, Haryana, Panchkula.

5. Administrator, HUDA, Gurgaon.
6. Engineer-In-Chief, HUDA, Panchkula.
7. Superintending Engineer, HUDA, Gurgaon alongwith a copy of agreement.
8. Land Acquisition Officer, Gurgaon.
9. Senior Town Planner, Enforcement, Chandigarh.
10. Senior Town Planner, Gurgaon.
11. District Town Planner (Planning), Gurgaon.
12. Chief Accounts Officer, (HQ) O/o Director, Town & Country Planning, Haryana, Chandigarh.

*Sd/-*

District Town Planner (HQ),  
For Director General, Town & Country Planning,  
Haryana, Chandigarh.

**Endst. No. LC-1952/PA(SN)/24348**

**Dated: 09/12/2015**

A copy is forwarded to District Town Planner (HQ) Sh. P.P. Singh with request to update the status on website.

*Sd/-*

District Town Planner (HQ),  
For Director General, Town & Country Planning,  
Haryana, Chandigarh.

TO BE READ WITH LICENSE NO. 16 OF 2008 (LC1042)												
SR. NO	NAME OF OWNER	VILLAGE	RECTANGLE NO.	KHASRA NO.	AREA		SHARE	AREA TAKEN				
					K	M		K	M			
1	Aspirant Builders Pvt. Ltd	Behrampur	12	19/2	5	5						
				21/2	2	4						
				22	8	0						
				20	2	9	4					
				<b>TOTAL</b>	<b>24</b>	<b>13</b>						
<b>OR 3.081 ACRES</b>												
2	BTVS Buildwell Pvt. Ltd	Behrampur	12	21/1	1	6		1	6			
				13	24	7	12		4	0		
					25	8	0		4	0		
				19	4	7	12		7	12		
					5	8	0		8	0		
					6	8	0		8	0		
				20	7	7	12		7	12		
					1	3	0		3	0		
					10	5	1		5	1		
					<b>TOTAL</b>	<b>48</b>	<b>11</b>					
<b>OR 6.069 ACRES</b>												
3	Base Exports Pvt. Ltd	Behrampur	19	8	8	0						
				9/1	2	12						
				12/2	2	12						
				20	13	8	0					
				<b>TOTAL</b>	<b>21</b>	<b>4</b>						
<b>OR 2.65 ACRES</b>												
4	Base Exports Pvt. Ltd	Behrampur	18	6	9	18						

14	9	18
17	8	0
15/1	2	4
16/2	2	12

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<b>TOTAL</b>	<b>32</b>	<b>12</b>
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**OR 4.075 ACRES**

5 BTVS Buildwell Pvt. Behrampur 19  
Ltd

9/2	5	8
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10	8	0
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<b>TOTAL</b>	<b>13</b>	<b>8</b>
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**OR 1.675 ACRES**

**Revised Land Schedule**  
**vide orders dt. 09/12/2015**

**To be read with License No. 16 of 2008**

**1 Land owned by Aspirant Builders Pvt. Ltd., District-Gurgaon**

Village	Rect. No.	Kila No.	Total Area		Taken Area	
			K	M	K	M
Behrampur	12	19/2	5	5	5	5
		21/2/1	1	7	1	7
		22/1	2	9	2	9
					<b>9</b>	<b>1</b>

**2 Land owned by BTVS Buildwell Pvt. Ltd.,(365/1216 Share), Ornamental Realtors Pvt.Ltd. ( 773/1216 Share), Adson Software Pvt. Ltd. (78/1216 Share)**

Behrampur	12	21/1/1	1	2	1	2
		21/1/2	0	4	0	4
13		24/2	7	0	4	0
		25/1	8	0	3	19
		25/2	0	1	0	1
19		4/1	4	0	4	0
		4/2	3	12	3	12
		5/1	1	1	1	0
		5/2	7	0	7	0
		6	8	0	8	0
20		7	7	12	7	12
		1	3	0	3	0
		10	5	1	5	1
					<b>48</b>	<b>11</b>

**3 Land owned by Base Exports Pvt. Ltd. (227/ 748 Share), Ornamental Realtors Pvt. Ltd. (521/748 Share)**

Behrampur	18	6/1	8	7	8	7
		14/1	6	0	6	0
		14/2	3	18	3	18
		15/1/1	0	4	0	4
		15/1/2	2	1	2	1
		16/2	2	12	2	12
		17	8	0	8	0

**4 Land owned by Base Exports Pvt. Ltd.**

Behrampur	19	8/1	7	16	7	16
		8/2	0	4	0	4
		9/1/1	0	11	0	11
		9/1/2	2	1	2	1
		12/2	2	12	2	12
		13	8	0	8	0
					<b>21</b>	<b>4</b>

**5 Land owned by BTVS Buildwell Pvt. Ltd.**

Behrampur	19	9/2/1	2	4	2	4
		9/2/2	3	4	3	4
		10/1	5	16	5	16
		10/2	2	4	2	4
					<b>13</b>	<b>8</b>

**6 Land owned by Fiverivers Developers Pvt. Ltd.**

Behrampur	19	12/1	5	8	4	0
		19/1/1	0	16	0	16
					<b>4</b>	<b>16</b>

**7 Land owned by Fiverivers Township Pvt. Ltd.**

Behrampur	19	18/2	3	19	3	19
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**8 Land owned by Bulls Realtors Pvt. Ltd. (3/8 Share), Fiverivers Developers Pvt. Ltd. (1/8 Share), Aspirant Builders Pvt. Ltd. ( 1/2 Share)**

Behrampur	19	3/2	0	15	0	15
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**9 Land owned by Bulls Realtors Pvt. Ltd. (3/4 Share), Fiverivers Developers Pvt. Ltd. (1/4 Share)**

Behrampur	19	14	7	12	7	12
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**Grand Total 140 8 Or 17.55 acres.**

suresh lal <skphoto3186@gmail.com>

Gmail

**Advance Copy of CWP titled as Sanjay Wadhwa Vs. State of Haryana VANEET SONI  
ADVOCATE 9888017480**

1 message

Vaneet Soni <sonivaneet34@gmail.com>  
To: skphoto3186@gmail.com

*cut- 147 - 2021* January 2021 at 10:08

From: Vaneet Soni <sonivaneet34@gmail.com>  
Date: Tue, Jan 5, 2021, 20:05  
Subject: Advance Copy of CWP titled as Sanjay Wadhwa Vs. State of Haryana VANEET SONI ADVOCATE 9888017480  
To: <aghrayaliphnc@gmail.com>

Sir,

Please find attached herewith advance copy of CWP titled as Sanjay Wadhwa Vs. State of Haryana for your records.

Regards

VANEET SONI  
ADVOCATE  
For Petitioner  
9888017480

 Sanjay Wadhwa Vs State of Haryana CWP.pdf  
883K

424

 Gmail

suresh lal <skphoto3186@gmail.com>

**Advance Copy of CWP titled as Sanjay Wadhwa Vs. State of Haryana VANEET SONI  
ADVOCATE 9888017480**

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Sir,

Please find attached herewith advance copy of CWP titled as Sanjay Wadhwa Vs. State of Haryana for your records.

Regards

VANEET SONI  
ADVOCATE  
For Petitioner  
9888017480

---

 Sanjay Wadhwa Vs State of Haryana CWP.pdf  
883K

IN THE HON'BLE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH  
CIVIL WRIT PETITION NO. 747 OF 2020

SANJAY WADHWA.

.....PETITIONER

VERSUS

STATE OF HARYANA & ORS.

.....RESPONDENTS

INDEX 'A'

S. NO.	PARTICULARS	DATED	PAGES	Court Fee (Rs.)
1.	List of Dates & Events	19.12.2020	1-19	Nil
2.	Civil Writ Petition	19.12.2020	20-92	50-00
3.	Affidavit in support	19.12.2020	93-94	Nil
4.	Annexure P-1 (Buyer's Agreement of Petitioner)	30.04.2014	95-151	39-00
5.	Annexure P-2 (License No. 63 of 2009)	03.11.2009	152	1-00
6.	Annexure P-3 (License No. 107 of 2010)	20.12.2010	153-154	2-00
7.	Annexure P-4 (License No. 60 of 2012)	11.06.2012	155-157	2-00
8.	Annexure P-5 (Public Notice)	30.12.2010	158	1-00
9.	Annexure P-6 (Order passed by Respondent No. 2)	05.01.2011	159	1-00
10.	Annexure P-7 (Acknowledge of Payment)	-----	160-178	13-00
11.	Annexure P-8 (Copy of Brochure)	-----	179-186	6-00
12.	Annexure P-9 (Approval of Zoning Plan)	04.12.2012	187	1-00
13.	Annexure P-10 (Letter by Respondent No. 22)	12.02.2013	188	1-00
14.	Annexure P-11 (Letter by Respondent No. 22)	14.02.2013	189	1-00
15.	Annexure P-12 (Public Announcement)	23.02.2013	190	1-00
16.	Annexure P-13 (Memo)	06.06.2013	191	1-00

17.	Annexure P-14 (Approval of Building Plan)	03.07.2013	192-197	5-00
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19.	Annexure P-16 (Environment Clearance Certificate)	25.11.2013	199-208	7-00
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22.	Annexure P-19 (Memo)	08.01.2015	213	1-00
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29.	Annexure P-26 (Renewal of License No. 107 of 2010)	10.10.2019	250-251	2-00
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34.	Annexure P-31 (Representation to Respondent No. 2 through email )	04.10.2020	286-287	2-00
35.	Annexure P-32 (Reminder Representation to Respondent No. 2 through email by Petitioner)	10.11.2020	288-289	2-00
36.	Resolution & Vakalatnama	10.08.2020/ 19.12.2020	290-291	3-00

**Notes:-**

1. Total Court Fee Affixed: Rs. 200-00/-
2. The main law points in the present writ petition are canvassed in Para No. 64 at Page Nos. 87 & 88.
3. Statutory Acts/ Rules:
  - a. Constitution of India;
  - b. The Criminal Procedure Code, 1973;
  - c. Indian Penal Code, 1860;
  - d. Delhi Special Police Establishment Act, 1946.
4. Any other case: Nil.
5. Advance Copy of present Writ Petition is supplied to the State of Haryana on email-id of office of Advocate General, Haryana i.e. [aghrycivilphhc@gmail.com](mailto:aghrycivilphhc@gmail.com).
6. Whether any caveat U/s 148 CPC has been received: NO.
7. Whether there is any challenge to constitutional validity of Act, Statutory Rules or Notification : NO.
8. Writ Petition is maintainable in view of law laid down by Hon'ble Supreme Court in Civil Appeal Nos. 6249-6250 of 2001 decided on 17.02.2010 {2010 (2) RCR (CRIMINAL) 141}.

Chandigarh  
Dated: 06.01.2021

*Hemant Bassi*      *Vaneet Soni*  
(HEMANT BASSI) (VANEET SONI)  
Advocates  
Counsels for the Petitioners  
P/595/95 & P/1239/2001

IN THE HON'BLE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CIVIL WRIT PETITION NO. 747 OF 2021

SANJAY WADHWA,

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VERSUS

STATE OF HARYANA & ORS.

.....RESPONDENTS

INDEX 'B'

Total Court Fee: F



Chandigarh  
Dated: 06.01.2021

*Hemant Bassi* *Vaneet Soni*  
(HEMANT BASSI) (VANEET SONI)  
Advocates  
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P/595/95 & P/1239/2001

RAVDEEP SINGH WADHWA  
Spl. Secy. to the Member  
P.D. & Hq. High Court Chand.  
Certified that Stamp  
Paper is not available

IN THE HON'BLE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CIVIL WRIT PETITION NO. 747 OF 2020

IN THE MATTER OF:-

SANJAY WADHWA.

.....PETITIONER

VERSUS

STATE OF HARYANA & ORS.

.....RESPONDENTS

**LIST OF DATES AND EVENTS**

- Jan, 2013 The petitioner came across an advertisement in January, 2013 issued by IREO Residencies Company Pvt. Ltd. i.e. present respondent no. 6 whereby it was projected on behalf of IREO Residencies Company Pvt. Ltd. that it was developing a next level State of the Art Project under the name and style of "GRAND HYATT GURGAON RESIDENCES" in Sectors 58, 59, 60, 61 and 62 District Gurgaon (now known as District Gurugram).
- 2012 In the broacher/ advertisement which appears to have been published somewhere in 2012, it was projected that it was a world class project, which was being developed by respondent no. 6.
- Jan, 2013 The petitioner went to the office of IREO Residencies Company Pvt. Ltd. at Gurgaon in the month of January, 2013. The representatives of sales department of respondent no. 6 dishonestly, corruptly and fraudulently projected to the petitioner

as well as many others similarly situated persons like the petitioner that respondent no. 6 was a developer which was developing, marketing and selling the Group Housing project in the name of "GRAND HYATT GURGAON RESIDENCES".

01.02.13 An application dated 01.02.13 was submitted by the petitioner for allotment of residence unit in the aforesaid project.

08.03.13/  
18.03.13 The petitioner paid a sum of Rs. 1,00,00,000/- i.e. Rs. 20,00,000/- on 08.03.13 and Rs. 80,00,000/- on 18.03.2013 respectively in favour of respondent no. 6 for purchase of one apartment in "GRAND HYATT GURGAON RESIDENCES" project.

20.05.13/  
28.03.14 The petitioner part with another amount against the purchase of said apartment and an amount of Rs. 1,47,11,542/- and Rs. 99,24,807/- was paid by the petitioner on 20.05.2013 and 28.03.2014 respectively to Respondent No. 6.

30.04.14 The respondent no. 6 thereafter executed a buyers agreement in favour of the petitioner so as to assure to the petitioner that the petitioner had been sold a residential apartment i.e. Residence Unit No. T2-II-NS on 11<sup>th</sup> floor, 2 tower having an approximate Super Area of 4625 Sq.ft. at a basic sale price of Rs. 25,900/- per sq. ft. of Super Area i.e. total of Rs. 11,97,87,500/- in the said project. Annexure P-1.

11.05.15 to  
25.05.18 After the execution of aforesaid buyers agreement, the petitioner had paid amount of Rs. 8,17,34,457/- (Rupees Eight Crores Seventeen Lacs Thirty Four thousand four hundred fifty seven only) in favour of Respondent No. 6 on different dates from 11.05.2015 to 25.05.2018.

----- The Respondents No. 7 to 21 and other license holders with the intent to develop residential colony; residential plotted colony; and plotted colony appears to have submitted an application under Section 3 of 1975 Act for grant of license with respondent no. 4 – DTCP, Haryana.

03.11.19 It appears that License No. 63 of 2009 dated 03.11.2009 was granted to the applicants under the 1975 Act subject to certain terms and conditions having validity of four (4) years from 03.11.2009 to 02.11.2013 for development of residential colony on the area measuring 110.84 Acres falling in the revenue estate of Village Ullawas, Behrampur and Ghata in Sectors 58, 59 and 61 District Gurgaon.

**Annexures P-2.**

20.12.10 Similarly, it appears that the license no. 107 of 2010 dated 20.12.2010 was granted to the applicants under the 1975 Act subject to certain terms and conditions having validity of four (4) years from 20.12.2010 to 19.12.2014 for development of



residential plotted colony on the area measuring 140.356 Acres falling in the revenue estate of Village Ullawas, Behrampur and Ghatta in Sectors 58, 59, 60 and 61 District Gurgaon. Annexures P-3.

11.06.12 It appears that one more license no. 60 of 2012 dated 11.06.2012 was granted to the applicants under the 1975 Act subject to certain terms and conditions having validity of four (4) years from 11.06.2012 to 10.06.2016 for development of plotted colony on the area measuring 80.441 Acres falling in the revenue estate of Village Ullawas, Behrampur and Ghatta in Sectors 58, 59, 60, 61 and 62, District Gurgaon. Annexures P-4.

30.12.10 The Respondent No. 4 issued a public notice dated 30.12.2010 to the effect that no person shall without obtaining a license under Section 3 of the Haryana Development and Regulations of Urban Areas Act, 1975 transfer or agree to transfer in any manner plots in a colony or make an advertisement or receive any amount in respect thereof. ANNEXURE P-5.

05.01.11 The Respondent No. 4 to have precautionary measures announced vide an order dated 05.01.2011 that no license application in future be entertained unless the collaboration agreements are registered before the Sub-Registrar having territorial

jurisdiction of the area in which the land falls.

**ANNEXURE P-6.**

----- Under the directions, guidance and with active connivance of the Respondent Nos. 7 to 30, the Respondent No. 6 launched a project named as "GRAND HYATT GURGAON RESIDENCES" on 17.224 Acres of land in revenue estate of Village Ghata, Tehsil Sohna, Sector-58, District Gurgaon, Haryana in violation of the terms under Clause 6 of the License No. 63 of 2009 and Clause 3(g) of the License No. 107 of 2010 dated 20.12.2010 and Public Notice dated 30.12.2010 and even before the issuance of the License No. 60 of 2012 dated 11.06.2012 and approval of the Zoning Plan and Building Plan, Environmental Clearance, Fire Safety and other approvals etc.

----- Nonetheless the aforesaid violations, the respondent no. 6 had approached the public at large/ investors/ homebuyers to sell Apartments in the project and started booking of Apartments and receiving payments towards the same prior to 13.04.2012.

----- The Respondent No. 6 in its brochure specifically stated that every residence overlooks approximately 50 acres of landscape greens. It is learnt that 25 people approximately booked apartments in the said project and the Respondent No. 6 collected



approximately a sum of Rs.60,00,00,000/- (Rupees Sixty Crore) from the homebuyers even before approvals for the project were received. Copies of acknowledgement receipts issued by Respondent No. 6 are annexed as **ANNEXURE P-7.**

----- To substantiate the fact that the said project is launched by respondent no. 6, a Copy of the Brochure of said project circulated by the Respondent No. 6 is annexed as **ANNEXURE P-8.**

----- The Respondent No. 7 – M/s Commander Realtors Pvt. Ltd. and other licensees applied for approval of Zoning Plan of Group Housing Colony measuring 17.224 Acres falling in the Residential Plotted Colony measuring 331.619 Acres in Sectors 58, 59, 60, 61 & 62 Gurgaon - Manesar Urban Complex, District Gurgaon with the Respondent No. 4.

28.08.12 In response thereto, the Respondent No.4 had informed respondent no. 7 vide letter dated 28.08.2012 that dues payable towards EDC and IDC are not paid and hence, the Zoning Plan submitted by respondent no. 7 will be considered and analysed only after receiving payment of outstanding dues of EDC and IDC.

04.12.12 It seems that on compliance of the aforesaid condition, the Respondent No. 4 had approved the Zoning Plan vide memo dated 04.12.2012. **ANNEXURE P-9.**



12.02.13/

14.02.13 The Respondent No. 22 as Vice Chairman & Managing Director of Respondent no. 6 had circulated invitation letter along Application Form to the innocent homebuyers like present petitioner for their respective units in the said project. **ANNEXURE P-10 and P-11 respectively.**

23.02.13 The Respondent No. 6 announced that it had entered into management agreement with the internationally acclaimed hospitality chain, Hyatt Hotels Corporation for its said project "GRAND HYATT GURGAON RESIDENCES" branded luxury residences and a Grand Hyatt Hotel at its IREO City Complex. It further announced that the project will be designed by renowned London based architectural firm "Foster + Partners", led by Lord Norman Foster and celebrity interior designer Tony Chi of the New York based Tony Chi and Associates. The Respondent No. 6 further announced that there will be 265 luxury residences and the residences have been strategically designed to overlook an approximately 50 acres golf park being developed within the IREO City. Copy of the announcement made by the Respondent No. 6 dated 23.02.2013 is hereto annexed and marked as **ANNEXURE P-12.**



- 06.06.13 To substantiate and fortify the fact that the respondent no. 6 with the active connivance of respondents no. 7 to 30 had started the construction and development work on the site of said project before the approval of building plan of said project, a copy of receipt/ memo dated 06.06.2013 showing the deposit of Rs.43,51,200 (Rupees Forty Three Lakhs Fifty One Thousand and Two Hundred only) with the Respondent No.4 towards 1<sup>st</sup> instalment of Labour Cess under the Building and Other Construction Worker's (RE & CS) Act, 1996 against construction work is annexed as ANNEXURE P-13.
- 17.11.12 Before the approval of the Zoning Plan (approved on 04.12.2012), the Respondent No. 7 had submitted an application dated 17.11.2012 for approval of Building Plan of Group Housing Colony measuring 17.224 Acres falling in the Residential Plotted Colony measuring 331.619 Acres in Sectors 58, 59, 60, 61 & 62 Gurgaon - Manesar Urban Complex, District Gurgaon with Respondent No. 4.
- 03.07.13 The said building plan was approved by the respondent no. 4 vide memo dated 03.07.2013. ANNEXURE P-14.
- The respondent no. 6 having pre-planned conspiracy with respondents no. 7 to 30 to cheat the homebuyers/ investors/ general public started excavation at the said project and demanded

excavation instalments from the Apartment buyers on 22.11.2013 without obtaining the necessary and mandatory approvals/ clearances/ permissions from the competent authorities. Copy of the letter dated 22.11.2013 is annexed as **ANNEXURE P-15.**

18.04.12 The Respondent No. 7 for the first time had submitted an application dated 18.04.2012 for environmental clearance with State Environment Impact Assessment Authority, Haryana.

25.11.13 On consideration of said application, an environment clearance for setting-up Group Housing over area measuring 17.91 Acres situated at Sector-58, Village Ghata, District Gurgaon was granted by the State Environment Impact Assessment Authority, Haryana vide memo dated 25.11.2013. **ANNEXURE P-16.**

04.12.13 On an application submitted for transfer of license no. 107 of 2010 dated 20.12.2010 with the Respondent No.4, the said application was allowed and said license of area measuring 140.356 Acres (area subsequently reduced to 140.338 Acres) was transferred under Rule 17 of 1976 Rules by the respondent no. 4 vide order dated 04.12.2013. **ANNEXURE P-17.**

----- The Respondent No. 7 applied to the Haryana State Pollution Control Board for consent to establish under the Water Act, 1974 and Air Act, 1981 for



Group Housing Sector-58, Village Ghatta, District Gurgaon.

03.02.14 On scrutinizing the application, the Haryana State Pollution Control Board gave its no objection certificate to establish vide memo dated 03.02.2014.

**ANNEXURE P-18.**

15.10.13/

19.11.14 The Respondent No. 7 also applied to the Respondent No. 5 for approval of Fire Fighting Scheme on 15.10.2013 and 19.11.2014 of Group Housing Colony measuring 17.224 Acres falling in the Residential Plotted Colony measuring 331.619 Acres in Sectors 58, 59, 60, 61 & 62 Gurgaon - Manesar Urban Complex, District Gurgaon.

08.01.15 The Respondent No. 5 approved the Fire Fighting Scheme in favour of Respondent No. 7 on 08.01.2015. **ANNEXURE P-19.**

----- On cancellation of all the sanctions and approvals in view of the revised schedule of lands in respect to License No. 107 of 2010 and License No. 60 of 2012, the Respondent No. 7 again applied to the Respondent No.5 for approval of the revised Fire Fighting Scheme.

04.12.17 The Respondent No. 4 vide its letter dated 04.12.2017 requested the Respondent No. 5 to inquire and send a report on the Fire Safety Scheme.

28.05.18 The Respondent No. 5 vide letter dated 28.05.2018 informed the Respondent No. 4 regarding deficiencies in the Building Plans with fire drawings and returned the case for rectification of the same.

**ANNEXURE P-20.**

09.12.15 As a consequence of a revised schedule of lands, all the sanctions/ approvals of zoning plans/ building plans accorded earlier under License No. 63 of 2009; License No. 107 of 2010; and License No. 60 of 2012 stand annulled vide order dated 09.12.2015 with the rider that fresh zoning and building plans shall be get approved as per Rules/ norms.

**ANNEXURE P-21.**

----- The respondent no. 6 in connivance with respondents nos. 7 to 30 as well as their associates including government officials continued the construction and development at the project "GRAND HYATT GURGAON RESIDENCES" without any valid approvals, consent, permission and no objection certificates of the concerned Govt. Authorities i.e. (i) Zoning Plan, (ii) Building Plan, (iii) Fire Fighting Scheme, (iv) Consent to Establish and (v) Environment Clearance Certificate.

----- The respondent no. 6 in connivance with respondents nos. 7 to 30 as well as their associates including government officials in order to play fraud had demanded money from the homebuyers as per



the construction linked payment plan, continued the construction and development work at the project without any valid approvals, consent, permission and no objection certificates of the concerned Govt. Authorities i.e. (i) Zoning Plan, (ii) Building Plan, (iii) Fire Fighting Scheme, (iv) Consent to Establish and (v) Environment Clearance Certificate. Copy of the photographs as available through Satellite Google Earth Pro are annexed herewith as as **ANNEXURE P-22**.

----- The Respondent Nos. 6 did not stop there and even raised demands/ issued call notices demanding payments from homebuyers for Construction Linked Payments even after 09.12.2015 despite having due knowledge of the fact that the all the zoning plans and building plans stands annulled vide order dated 09.12.2015 passed by Respondent no. 4. Copies of the demand/ call notices issued by the Respondent No. 6 are annexed herewith as **ANNEXURE P-23**.

10.05.16 On an application dated 14.12.2015 submitted by Respondent no. 7 for re-scheduling of licensed land under the policy dated 15.07.2015, the Respondent No. 4 vide order dated 10.05.2016 revised the schedule of land. As a consequence of the revised schedule of lands, again all the sanctions/ approvals of layout plan/ building plan pertaining to the License No. 60 of 2012 stand cancelled and the

Respondent Nos. 7 to 21 are required to get new approval from the competent authorities.

**ANNEXURE P-24.**

17.01.17/

16.07.17

Again on request dated 17.01.2017 submitted by Respondent no. 7 for de-licensing of an area measuring 1.43125 Acres from said licence no. 107 of 2010 dated 20.12.2010, the de-licensing of said area measuring 1.43125 Acres was approved by Respondent no. 4 vide order dated 16.07.2017 and as a consequence thereof, all sanctions/ approvals pertaining to said license no. 70 of 2010 were ordered to be annulled ab-initio. **ANNEXURE P-25.**

27.07.17

The Respondent No. 7 submitted an application dated 27.07.2017 with the Respondent no. 4 for approval of revised building plans of Group Housing Colony measuring 17.224 Acres falling in residential plotted colony in Sectors 58, 59, 60, 61 & 62 Gurgaon - Manesar Urban Complex, District Gurgaon.

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The Respondent no. 7 had also submitted an application for approval of revised Zoning Plan pertaining to aforesaid Group Housing Colony measuring 17.224 Acres falling in residential plotted colony. It is felicitous to mention herein that the said applications for approval of revised building plans as well as revised zoning plan of said Group



Housing Colony measuring 17.224 Acres falling in residential plotted colony is still pending consideration with the respondent no. 4 and the same are not approved till date.

- 10.10.19 On an applications dated 06.04.2017 and dated 04.06.2019 submitted by applicants for renewal of said license no. 107 of 2010 dated 20.12.2010 granted for setting up residential plotted colony over an additional area measuring 138.4065 Acres in the revenue estate of Village Ghatta, Sector 58-61, Gurugram -Manesar Complex, Gurugram, the Respondent no. 4 vide memo dated 10.10.2019 renewed the said license no. 107 of 2010 upto 19.12.2020 on terms and conditions laid down therein and after freezing the area measuring 67.04375 Acres due to ongoing CBI Investigation.

**ANNEXURE P-26.**

- 10.10.19 Similarly on an applications dated 12.01.2018 and dated 06.08.2019 submitted by applicants for renewal of said license no. 63 of 2009 dated 03.11.2009 granted for setting up residential plotted colony on the land measuring 108.5625 Acres in the revenue estate of Village Ghatta, Sector 58-61, Gurugram -Manesar Complex, Gurugram, the Respondent no. 4 vide memo dated 10.10.2019 renewed the said license no. 63 of 2009 upto 03.11.2009 on terms and conditions laid down

therein and after freezing the area measuring 10.5625 Acres due to ongoing CBI Investigation.

**ANNEXURE P-27.**

July,2017 The Respondent No. 7 applied with the RERA, Haryana for registration of the said project under the Real Estate (Regulation and Development) Act, 2016. The said application for registration of said project was rejected by RERA, Haryana on account of non-submission of all the requisite information as mandatorily required under the 2016 Act.

----- The Respondent Nos. 6 to 30 in connivance with each other demanded payment of money from the homebuyers in utter violation of the provision of 2016 Act. It is pertinent to bring to the notice of this Hon'ble Court that in order to play fraud and demand money from the homebuyers as per the construction linked payment plan, Respondents No. 6 to 30 continued the construction and development work at the said project without any registration, valid approvals, consent, permission and no objection certificates of the concerned Govt. Authorities i.e. (i) Zoning Plan, (ii) Building Plan, (iii) Fire Fighting Scheme, (iv) Consent to Establish and (v) Environment Clearance Certificate. Copies of demand letters issued by the Respondent No. 6, which show that construction continued after

approvals are cancelled from 09.12.2015, are annexed herewith as ANNEXURE P- 28.

----- The Respondent No. 6 has realised major part of Sale Consideration amount in respect to the said project from the homebuyers from time to time. However, the amount less than 20% of the project cost has been spent in the construction and development of the said project.

----- Further it appears that till the end of 31.03.2019, NIL revenue is recognised in the books of Respondent No. 6 in relation to the said project, which fortifies the diversion of money paid by homebuyers to the other land owning companies of IREO Group as well as or partnership firms of respondent nos. 22 (Mr. Lalit Goyal) and 23 (Mrs. Sapna Goyal wife of Mr. Lalit Goyal) or to their individual accounts (which can be ascertained and surfaced on carrying out investigation into the money transactions).

----- Even though about major part of sale consideration was paid by homebuyers for allotment of apartment in the said project, but till date the Respondent No. 6 constructed only the basic shell structure of the buildings i.e. Columns & Slabs only what to talk of erection of any façade glass, internal finishing work in the buildings. Copies of photographs of the

buildings are here annexed and marked as **ANNEXURE P-29.**

03.10.20 Since the said activities, which have come to the notice of the petitioner constitute serious cognizable offences including fraud of high magnitude, as such, the petitioner either personally or her representative went to report the matter to the S.H.O. Police Station sector 65, Gurugram. However, whenever the petitioner or her representative went there, they were put off on one pretext or the other and the police officials did not bother to even properly hear the grievance of the petitioner as the petitioner named the private respondents i.e. the respondent nos. 6 to 21, its management; directors; partners; key managerial persons and other associates and respondent nos. 22 to 30. The petitioner realised that the police station sector 65, Gurugram is housed in the complex controlled by the private respondents, so there might be some soft corner, but an offence of such high magnitude cannot be scuttled.

03.10.20 Finally the petitioner through her advocate/ authorized representative had submitted a written complaint to the S.H.O. Police Station, Sector 65, Gurugram through email dated 03<sup>rd</sup> October, 2020. **Annexure P-30.**

04.10.20 Though the complaint submitted by the petitioner clearly spells out commission of cognizable offences and though the officer in charge of police station is obliged to register FIR and investigate, however, the S.H.O. Police Station Sector 65, Gurugram has failed to discharge his statutory duty. Under the circumstances the petitioner through her advocate/ authorized representative represented to the Commissioner of Police, Gurugram vide email dated 04.10.2020 so as to avail the remedy u/s 154(3) Cr.P.C. Annexure P-31.

10.11.20 Rather taking any action on the aforesaid complaint of the petitioner, one official from Economic Offence Wing (EOW) called the advocate/ representative of the respondent and asked him to get the statement recorded. The advocate/ representative in turn apprise the petitioner and in response thereto the petitioner directly responded to the EOW vide email dated 09.11.2020. vide the said email, the petitioner categorically told the EOW that the complaint already given by the petitioner through her advocate/ representative be treated as her statement and that in case any specific query was required to be answered by the petitioner, then the same be sent to the petitioner by email, which would be immediately answered by way of an email. Annexure P-32.

----- However, even subsequent to said email dated 09.11.2020 neither any action was taken to register the FIR nor any communication has been received by the petitioner which shows that there is nothing further to be asked in addition to the complaint and documents already submitted by the petitioner. It is pertinent to mention here that though no inquiry is permissible in a matter where a cognizable offence is reported and FIR ought to be registered promptly, however, even if a preliminary inquiry is necessitated in the light of law enunciated in Lalita Kumari's case, then the same has to be concluded within a period of 7 days and even that is not required to be detailed factual inquiry. Since a period of 7 days expired from the representation dated 04.10.2020 long back and in fact the said period of 7 days post the email dated 09.11.2020 also expired a long time back, as such, the inaction on the part of official respondents is totally inexplicable and illegal.

19.12.20 Hence the present writ petition.

CHANDIGARH  
DATED: 19.12.2020

*Hemant Bassi*      *Vaneet Soni*  
(HEMANT BASSI) (VANEET SONI)  
ADVOCATES  
COUNSELS FOR THE PETITIONERS  
P/595/1995 & P/1239/2001

IN THE HON'BLE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CIVIL WRIT PETITION NO. 747 OF 2020

IN THE MATTER OF:-

SANJAY WADHWA, AGED ABOUT 58 YEARS, SON OF  
TILAK RAJ WADHWA, RESIDENT OF # A-80, SUSHANT  
LOK-1, GURUGRAM-122001 DIRECTOR/ AUTHORIZED  
REPRESENTATIVE M/S EIGHTH NORTH VENTURES  
PRIVATE LIMITED HAVING ITS OFFICE AT # A-80,  
SUSHANT LOK-1, GURUGRAM-122001.

..... PETITIONER

VERSUS

1. STATE OF HARYANA, THROUGH ITS HOME  
SECRETARY, DEPARTMENT OF HOME AND  
ADMINISTRATION OF JUSTICE, GOVERNMENT OF  
HARYANA, HARYANA CIVIL SECRETARIAT, SECTOR-  
17, CHANDIGARH.
2. THE COMMISSIONER OF POLICE, GURUGRAM,  
SECTOR-11, DISTRICT GURUGRAM.
3. THE S.H.O. POLICE STATION SECTOR 65,  
GURUGRAM, DISTRICT GURUGRAM.
4. THE DIRECTOR GENERAL, DEPARTMENT OF TOWN  
& COUNTRY PLANNING, GOVERNMENT OF  
HARYANA, SCO 71-75, SEC-17C, CHANDIGARH-  
160017.

5. HARYANA FIRE SERVICE, SECTOR 8, SCO NO. 128-129, SECRETARIAT LOCAL BODIES, CHANDIGARH, HARYANA-160017 THROUGH ITS DIRECTOR.
6. M/S IREO RESIDENCIES COMPANY PRIVATE LIMITED, OFFICE AT: C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017 THROUGH ITS DIRECTORS / AUTHORISED REPRESENTATIVES.
7. M/S COMMANDER REALTORS PRIVATE LIMITED, OFFICE AT C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017 THROUGH ITS DIRECTORS/ AUTHORISED REPRESENTATIVES.
8. M/S FIVERIVER BUILDCON PRIVATE LIMITED, OFFICE AT. 305, 3<sup>RD</sup> FLOOR, KANCHAN HOUSE, KARAMPURA COMMERCIAL COMPLEX, NEW DELHI-110015, THROUGH ITS DIRECTORS/ AUTHORISED REPRESENTATIVES.
9. M/S ASPIRANT BUILDERS PRIVATE LIMITED, OFFICE AT 305, KANCHAN HOUSE, KARAMPURA COMMERCIAL COMPLEX, NEW DELHI-110015, THROUGH ITS DIRECTORS/ AUTHORISED REPRESENTATIVES.
10. M/S BULLS REALTORS PRIVATE LIMITED, OFFICE AT 1ST C-4, 1<sup>ST</sup> FLOOR, MALVIYA NAGAR, NEW DELHI-110017, THROUGH ITS DIRECTORS/ AUTHORISED REPRESENTATIVES.
11. M/S HIGH STAR BUILDERS PRIVATE LIMITED, OFFICE AT C-4, 1ST FLOOR, MALVIYA NAGAR, NEW



- DELHI-110017, THROUGH ITS DIRECTORS/  
AUTHORISED PREPRESENTATIVES.
12. M/S ADSON SOFTWARE PRIVATE LIMITED, OFFICE  
AT C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-  
110017, THROUGH ITS DIRECTORS/ AUTHORISED  
PREPRESENTATIVES.
  13. M/S FIVERIVER TOWNSHIP PRIVATE LIMITED, 305,  
3<sup>RD</sup> FLOOR, KANCHAN HOUSE, KARAMPURA  
COMMERCIAL COMPLEX, NEW DELHI-110015,  
THROUGH ITS DIRECTORS/ AUTHORISED  
PREPRESENTATIVES.
  14. M/S HARD CORE REALTORS PRIVATE LIMITED,  
OFFICE AT C-4, 1<sup>ST</sup> FLOOR, MALVIYA NAGAR, NEW  
DELHI-110017, THROUGH ITS DIRECTORS/  
AUTHORISED PREPRESENTATIVES.
  15. M/S REGAL GREEN LAND PRIVATE LIMITED, OFFICE  
AT 304, KANCHAN HOUSE, KARAMPURA  
COMMERCIAL COMPLEX, NEW DELHI-110015,  
THROUGH ITS DIRECTORS/ AUTHORISED  
PREPRESENTATIVES.
  16. M/S ORNAMENTAL REALTORS PRIVATE LIMITED,  
OFFICE AT C-4, 1ST FLOOR, MALVIYA NAGAR, NEW  
DELHI-110017, THROUGH ITS DIRECTORS/  
AUTHORISED PREPRESENTATIVES.
  17. M/S IREO PRIVATE LIMITED, OFFICE AT C-4, 1ST  
FLOOR, MALVIYA NAGAR, NEW DELHI-110017,

O

THROUGH ITS DIRECTORS/ AUTHORISED REPRESENTATIVES.

18. M/S IREO MANAGEMENT PRIVATE LIMITED, OFFICE AT IREO CAMPUS, GRAND ARCH STREET, SECTOR 59, NEAR BEHRAMPUR, GURGAON, HARYANA-122101 THROUGH ITS DIRECTORS/ AUTHORISED REPRESENTATIVES.
19. M/S SURAO REALTORS LLP, OFFICE AT G-23, ASHOK VIHAR, PHASE-I, DELHI-110052 THROUGH ITS PARTNERS MR. LALIT GOYAL AND MS. SAPNA GOYAL.
20. M/S NEW ERA BUILD-WELL PRIVATE LIMITED OFFICE AT G-23, ASHOK VIHAR, PHASE-I, DELHI-110052 THROUGH ITS DIRECTORS/ AUTHORISED REPRESENTATIVES.
21. DEVDHAR REALTORS PVT. LTD., 3<sup>rd</sup> FLOOR, 14, RANI JHANSI ROAD, NEW DELHI-110055.
22. MR. LALIT GOYAL, VICE CHAIRMAN & MANAGING DIRECTOR, IREO GROUP (FORMER VICE CHAIRMAN & MANAGING DIRECTOR OF THE RESPONDENT NO. 17- M/S IREO PRIVATE LIMITED), C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017.
23. MS. SAPNA GOYAL, (FORMER DIRECTOR OF RESPONDENT NO.18- M/S IREO MANAGEMENT PRIVATE LIMITED) RESIDNET OF IREO CAMPUS, OPP GRAND ARCH, SECTOR 59, NEAR BEHRAMPUR, GURGAON, HARYANA-122101.



24. MR. SUBHASIS LAHIRI, LEGAL HEAD, IREO GROUP, IREO CAMPUS, OPP GRAND ARCH, SECTOR 59, GURGAON 122101.
25. MR. VARUN KHANNA, HEAD OF SALES, IREO GROUP, IREO CAMPUS, OPP GRAND ARCH, SECTOR 59, NEAR BEHRAMPUR, GURGAON 122101.
26. MR. PANKAJ DAGAR, CHIEF EXECUTIVE OFFICER (CEO), IREO RESIDENCIES COMPANY PRIVATE LIMITED (RESPONDENT NO. 6) (FORMER DIRECTOR OF RESPONDENT NO 6), C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017.
27. MR. JAI BHARAT AGGARWAL, CHIEF FINANCIAL OFFICER (CFO) IREO GROUP (FORMER DIRECTOR OF RESPONDENT NO. 6- IREO RESIDENCIES COMPANY PRIVATE LIMITED), OPP GRAND ARCH, SECTOR 59, NEAR BEHRAMPUR, GURGAON 122101.
28. MR. S. K. AGGARWAL, LEGAL ADVISOR OF IREO GROUP (FORMER DIRECTOR OF RESPONDENT NO. 6- IREO RESIDENCIES COMPANY PRIVATE LIMITED), OPP GRAND ARCH, SECTOR 59, NEAR BEHRAMPUR, GURGAON 122101.
29. MS. SANGEETHA AGGARWAL, FORMER DIRECTOR IREO RESIDENCIES COMPANY PRIVATE LIMITED (RESPONDENT NO. 6) C-4, 1ST FLOOR, MALVIYA NAGAR, NEW DELHI-110017.
30. MR. ANUPAM NAGALIA, CHIEF OPERATING OFFICER (COO), IREO GROUP (FORMER DIRECTOR OF

○

RESPONDENT NO.6- IREO RESIDENCIES COMPANY  
PRIVATE LIMITED) IREO CAMPUS, OPP GRAND  
ARCH, SECTOR 59, NEAR BEHRAMPUR, GURGAON,  
HARYANA-122101.

..... RESPONDENTS

CHANDIGARH  
DATED: 19.12.2020

*Hemant Bassi* *Vaneet Soni*  
(HEMANT BASSI) (VANEET SONI)  
ADVOCATES  
COUNSELS FOR THE PETITIONERS  
P/595/1995 & P/1239/2001



CIVIL WRIT PETITION UNDER ARTICLE 226/ 227 OF THE CONSTITUTION OF INDIA FOR ISSUANCE OF A WRIT; ORDER OR DIRECTION ESPECIALLY IN THE NATURE OF MANDAMUS DIRECTING THE RESPONDENT NO. 1 TO 3 TO REGISTER AN FIR AGAINST RESPONDENTS NO. 6 TO 21; ITS DIRECTORS; MANAGEMENT; OFFICIALS; AND THEIR ASSOCIATES AND RESPONDENTS NO. 22 TO 30 AND TAKE LEGAL ACTION AS MANDATED UNDER CHAPTER-XII BECAUSE AS PER ALLEGATIONS THEY HAVE COMMITTED COGNIZABLE OFFENCES PUNISHABLE UNDER SECTIONS 405, 406, 409, 415, 417, 418, 420, 421, 422, 423, 424, 467, 468, 471, 120-B IPC IN CONNIVANCE WITH EACH OTHER BY INDULGING IN FABRICATION OF DOCUMENTS; CHEATING; IMPERSONATION; AND DISHONEST AND FRAUDULENT INTENTION TO CHEAT THE GULLIBLE HOME BUYER (PETITIONER) AND CRIMINAL BREACH OF TRUST; MISAPPROPRIATION BY SIPHONING OFF THE HARD EARNED MONEY OF HOME BUYERS LIKE PRESENT PETITIONERS, WHICH WAS MEANT TO BE KEPT IN SAFE DEPOSIT AND USED FOR CONSTRUCTION OF APARTMENTS IN THE PROJECT NAMED "GRAND HYATT GURGAON RESIDENCES" AND FURTHER HAVING CONNIVED WITH EACH OTHER HAD

ADOPTED MISCHIEVOUS STRATEGY BY INTRODUCING THE NON-LICENSEE I.E. RESPONDENT NO. 6 (M/S IREO RESIDENCIES COMPANY PRIVATE LIMITED) TO LAUNCH; COLLECT; AND COMMITTED COGNIZABLE OFFENCE OF CRIMINAL BREACH OF TRUST; MISAPPROPRIATION BY SIPHONING OFF THE HARD EARNED MONEY OF HOME BUYER'S LIKE PRESENT PETITIONERS, WHO WERE DISHONESTLY INDUCED TO PART WITH THEIR MONEY FOR PURCHASE OF APARTMENT IN THE SAID PROJECT "GRAND HYATT GURGAON RESIDENCES";

AND

FURTHER FOR ISSUANCE OF A WRIT; ORDER OR DIRECTION ESPECIALLY IN THE NATURE OF A WRIT OF MANDAMUS TO ENTRUST THE INVESTIGATION OF THE SAID CASE TO THE CENTRAL BUREAU OF INVESTIGATION OR ANY OTHER INDEPENDENT AGENCY, FOR ITS FAIR, PROPER, INDEPENDENT AND IMPARTIAL INVESTIGATION IN ORDER TO BRING THE REAL CULPRITS TO BOOK AND GET THEM PUNISHED IN ACCORDANCE WITH LAW TO SECURE THE ENDS OF JUSTICE;

AND

FURTHER DIRECT THE RESPONDENT NOS. 1 TO 3 TO ISSUE LOOK OUT NOTICE AGAINST THE

RESPONDENT NOS. 22 TO 30 AND DIRECTORS;  
MANAGEMENT; KEY MANAGERIAL PERSONS OF  
RESPONDENT NOS. 6 TO 21 SO AS TO RESTRAIN  
THEM FROM LEAVING INDIA WITHOUT THE  
PERMISSION OF THIS HON'BLE COURT OR  
COMPETENT COURT OF LAW DURING THE  
PENDENCY OF PRESENT WRIT PETITION;

AND /OR

ANY OTHER RELIEF WHICH THE PETITIONERS MAY  
BE FOUND ENTITLED TO IN THE FACTS AND  
CIRCUMSTANCES OF THE CASE.

**MOST RESPECTFULLY SHOWETH:**

1. That the Petitioner is resident of Gurugram and law-abiding citizens of India and is thus, entitled to invoke the Writ Jurisdiction of this Hon'ble Court under Article 226/227 of the Constitution of India to seek redressal of their grievances. The present petitioner having interested in purchase of a luxurious and good quality Apartment in Gurgaon developed by a reputed Company had agreed to purchase an apartment in the project namely, "GRAND HYATT GURGAON RESIDENCES" launched and advertised by the respondent no. 6-IREO Residences Company Pvt. Ltd. on the representation being made by the representative of Respondent No. 6 had paid an amount of 11,63,70,806/- (Rupees Eleven Crores Sixty Three Lacs Seventy Thousand Eight Hundred and Six only) out of the hard earned money of petitioner. Instead of the said amount paid by

petitioner being put to use for development of said project, the respondent nos. 6 to 30 having complicity with each other siphoned off the said amount paid by petitioner as well as amount of more than 380 Crores (which was paid by other innocent homebuyers like present petitioner for allotment of apartment in the said project). Further, it has been learnt that the said amount, which was collected by the respondent no. 6 from innocent homebuyers like present petitioner stands already transferred in the name of respondent no. 22 (founder of IREO Group and Fund Manager of IREO Fund, Mauritius and also Vice Chairman and Managing Director of IREO Group) and respondent no. 23 (wife of respondent no. 22 and one of the Director of IREO Group of Companies and also a shareholder in IREO Group of Companies) or other land owning companies of IREO Group (which can be ascertained and surfaced on carrying out investigation into the money transactions).

2. That the grievance of the petitioner is that whereas the petitioner has been duped by the Respondents No. 6 to 30 by dishonestly inducing the petitioner and by cheating the petitioner of a huge amount of money and whereas the petitioner has complained to the police and has represented the higher authorities, however, the police is not taking any action against the culprits who are roaming around freely and are influencing the onset of investigation. Though the petitioner has clearly highlighted the manner in which the accused have not



only cheated and commit fraud not only the gullible public but also cheated the government and have swindled away huge amount of money. However, rather than registering an FIR on the basis of information which discloses very serious cognizable offences and rather than embarking upon and completing the investigation, the police (investigating agency) at the instance of the accused and other influential persons has been turning a blind eye and has given a long rope to the accused thereby allowing the accused to indulge in unlawful activities with impunity. In fact the police station sector-65, Gurugram is situated within the area controlled by the private respondents and as such, the private respondents i.e. respondent nos. 8 to 30 its management; directors; officials etc. command a considerable influence over the police authorities. In fact, the petitioner many a times tried to approach the police of police station sector-65, Gurugram to lodge the complaint, however, the petitioner or the representative of the petitioner was returned back on every occasion without even bothering to hear the grievances of the petitioner. The petitioner eventually submitted the written complaint to the SHO, sector-65, Gurugram on 03<sup>rd</sup> October, 2020. However, even then no action has been taken. So much so, even the representation through email dated 04<sup>th</sup> October, 2020 submitted by the petitioner to the Commissioner of Police, Gurugram has not evoked any response. The petitioner craves the indulgence of this Hon'ble Court to highlight a fraud of larger magnitude at the hands of

the private respondents i.e. respondent nos. 6 to 21 its management; directors; officials etc. committed with the active connivance and collusion of respondent nos. 22 to 30, whereby not only the petitioner is affected but the State Exchequer and Public at large are affected. However, with the clout of certain influential persons with vested interests the entire matter is being whitewashed so as to try and give a safe passage to the accused.

3. That the petitioner inter-alia has summarized the illegal acts as under so as to have to clear picture of fraud played by respondent nos. 6 to 30 with the gullible and righteous homebuyers like present petitioner:-

a) it appears that the Respondent no. 6 entered into a Confidential Agreement with respondent no. 7 (seems to be main developer of project "GRAND HYATT GURGAON RESIDENCES" as per License No. 63 of 2009; License No. 107 of 2010; and License No. 60 of 2012) and other license holders of said licenses i.e. respondents no. 8 to 16 and that too without the knowledge and at the back of respondent no. 4 in contravention of terms and conditions of said licenses and mandatory provisions of 1975 Act. Furthermore it so seems that the respondent no. 6 having connived with management/ directors/ partners of respondent nos. 7 to 21 and respondent nos. 22 to 30 launched, advertised etc. the aforesaid project "GRAND HYATT GURGAON



RESIDENCES" and collected huge amount of more than Rs. 380 Crores from innocent homebuyers without having right and authority and siphoned off the said amount by channelized transfer in the name of respondent no. 22 (founder of IREO Group) and respondent no. 23 (wife of respondent no. 22 and one of the major shareholder in IREO Group) or other land owning companies of IREO Group (which can be ascertained and surfaced on carrying out investigation into the money transactions).

b) the circumstances indicate that the Respondents No. 6 to 30 in connivance with each other have fraudulently and dishonestly induced the Petitioner and other gullible homebuyers by deceitfully projecting that they were developing Exclusive and State of the Art Apartments in collaboration with internationally acclaimed hospitality chain, Hyatt Hotels Corporation and designed by renowned London based architectural firm "Foster + Partners" (led by Lord Norman Foster and celebrity interior designer Tony Chi of the New York based Tony Chi and Associates) and on account of that deception made the petitioner to part with her hard earned money to the tune of 11,63,70,806/- (Rupees Eleven Crores Sixty Three Lacs Seventy Thousand Eight Hundred and Six only). But it was a mere deception and camouflage as neither they have any subsisting collaboration with "Hyatt Hotels Corporation" or "Foster + Partners", nor did they

even have any permissions in place nor were they entitled to even collect the money from the Homebuyers. Despite having unauthorizedly collected a sum of Rs. 380 Crores from about 60 Homebuyers way back in 2012-2013, they have not done anything concrete till date and have rather swindled away the money.

c) it seems that the Respondent Nos. 1 to 3 have failed to perform their public duty in securing the interest of homebuyers. As on date the Respondent Nos. 6 to 21 have no approved/ renewed (i) Zoning Plan, (ii) Building Plan, (iii) Fire Fighting Scheme, (iv) Consent to Establish and (v) Environment Clearance Certificate for any construction and development in the said project. Further that the Respondent Nos. 6 to 21 obtained the prior environmental clearance of Consent to Establish and Fire Fighting Scheme by means of fraud and forgery by not disclosing that they have already started the construction at site.

d) Though the amount collected from the homebuyers was required to be kept deposited in a separate account for use in development works to be carried out in the said project, however, the same appears to have been swindled away by Respondent nos. 6 to 31 having conspired with each other by leaving the innocent homebuyers like present petitioner in lurch.



4. That before proceeding further with the facts in correlation of the present case, the petitioner would like to apprise this Hon'ble Court about the brief history concerning the origination and incorporation of IREO Group in India as under:-

- I. That two companies Ireo Fund-I and Ireo Fund-II were incorporated at Mauritius as per the applicable laws. These two companies invited investments from various international fund houses and foreign universities for investing in the real estate sector in India. More than 400 investors from across the globe made investments in these two companies. These two companies had received investment of around 1.6 Billion USD in the years 2004-2009 and this money was brought into India through its main flagship company i.e. the Respondent No. 17 – IREO Private Limited incorporated in the year 2004 having its registered office at C-4, 1<sup>st</sup> floor, Malviya Nagar, New Delhi-110017.
- ii. That the aforementioned fund was distributed in India between 180 sister concerns {LAND OWNING COMPANIES(LOC)} of the Respondent No. 17 and related companies partly for the purchase of the land and rest for the development and construction of the real estate projects. It is pertinent to bring to the notice of this Hon'ble Court that these companies were incorporated to buy land in

Gurgaon, Delhi, Punjab and also at other places in India and develop residential as well as commercial projects.

- III. That in order to manage such a huge investment and buying lands, applying for licenses before competent authorities and managing and developing of the projects, the Respondent No. 22 - Mr. Lalit Goyal was appointed as a Fund Manager at a yearly salary of about Rs.150,00,00,000.00 (Rupees One Hundred and Fifty Crores only). The Respondent No. 22 is practically at the helm of affairs and overseeing every aspect of the entire Ireo Group of companies and projects run by the whole Ireo group and other 180 sister concern Companies. It is stated that it is under the guidance, direction and complicity of Respondent Nos. 22 to 30, the Respondent Nos. 6 to 21 have committed several illegal acts.

5. That the facts, in brief, as gathered by the petitioner from different quarters including homebuyers and other persons and authorities etc. and which are inevitable for proper and implicit adjudication of present petition are that the petitioner came across an advertisement in January, 2013 issued by IREO Residencies Company Pvt. Ltd. i.e. present respondent no. 6 whereby it was projected on behalf of IREO Residencies Company Pvt. Ltd. that it was developing a next level State of



the Art Project under the name and style of "GRAND HYATT GURGAON RESIDENCES", where under a Group Housing Project with luxury apartments and facilities of world class standards was being developed in Sectors 58, 59, 60, 61 and 62 District Gurgaon (now known as District Gurugram).

6. That in the said advertisement which seems to have been published somewhere in 2012, it was projected that it was a world class project, which was being developed by respondent no. 6 (IREO Residencies Company Pvt. Ltd.) and that the same would be completed within the time frame and the possession of the developed apartments would be delivered within a period of 3 years.

7. That induced by the said lucrative and fraudulent inducement offered by the said advertisement, the petitioner went to the office of IREO Residencies Company Pvt. Ltd. at Gurgaon in the month of January, 2013. The petitioner met one of the Sales representatives of respondent no. 6 and as well as Senior Sales Officer available in the office of respondent no. 6. The representatives of sales department of respondent no. 6 dishonestly, corruptly and fraudulently projected to the petitioner as well as many others similarly situated persons like the petitioner that respondent no. 6 was a developer which was developing, marketing and selling the Group Housing project in the name of "GRAND HYATT GURGAON RESIDENCES". The said sales representative of respondent no. 6 showed a brochure available in the office, wherein they reflected the

manner in which they were developing such a premium project on premium land.

In order to induce and lure the petitioner, it was also projected that the respondent no. 6 was also developing extremely high premium projects in the immediate vicinity and that upon development of the said projects, the value and utility of the present project "GRAND HYATT GURGAON RESIDENCES" would multiply manifold. The said inducement in the name of other projects in the vicinity was given by the said sales representatives of respondent no. 6 only with a view to win the trust of petitioner to project that the respondent no. 6 was a very big and reputed company and that it had high moral values and heavy infrastructure at its disposal. It was also projected to the petitioner that the said project was in high demand and that many persons had already paid huge money for purchase of apartments to respondent no. 6 and that only a few apartments were left. Having believed the aforesaid assurances given by the sales representative of respondent no. 6 on behalf of respondent no. 6, an application dated 01.02.2013 was submitted by the petitioner for allotment of residence unit in the aforesaid project.

8. That on account of the dishonest and fraudulent inducements offered by the said representatives of respondent no. 6, the petitioner fell to their guiles and accordingly, believing the word given by the sales representatives of respondent no. 6 to be true the petitioner parted with a sum of Rs. 1,00,00,000/-



i.e. Rs. 20,00,000/- on 08<sup>th</sup> March, 2013 and Rs. 80,00,000/- on 18.03.2013 respectively in favour of respondent no. 6 for purchase of one apartment in "GRAND HYATT GURGAON RESIDENCES" project as the same was launched by respondent no. 6. The said amount of money was parted with and entrusted by the petitioner in favour of respondent no. 6.

9. That respondent no. 6 having complicity with respondent nos. 7 to 30 thereafter dishonestly induced the petitioner to part with another amount against the purchase of said apartment and accordingly amount of Rs. 1,47,11,542/- and Rs 99,24,807/- was paid by the petitioner on 20.05.2013 and 28.03.2014 respectively Respondent No. 6, towards part consideration for purchase of an apartment in said project "GRAND HYATT GURGAON RESIDENCES".

10. That so as to induce the petitioner to part with further amount of money, while impersonating as developer and authorised seller of the said project "GRAND HYATT GURGAON RESIDENCES", the respondent no. 6 thereafter executed a buyers agreement dated 30<sup>th</sup> April, 2014 in favour of the petitioner so as to assure to the petitioner that the petitioner had been sold a residential apartment i.e. Residence Unit No. T2-II-NS on 11<sup>th</sup> floor, 2 tower having an approximate Super Area of 4625 Sq.ft. at a basic sale price of Rs. 25,900/- per sq. ft. of Super Area i.e. total of Rs. 11,97,87,500/- in the project named "GRAND HYATT GURGAON RESIDENCES" Copy of the said buyers Agreement dated 30<sup>th</sup> April, 2014 is annexed

herewith as Annexure P-1. After the execution of aforesaid buyers agreement, the petitioner had paid amount of Rs. 8,17,34,457/- (Rupees Eight Crores Seventeen Lacs Thirty Four thousand four hundred fifty seven only) in favour of Respondent No. 6 on different dates from 11.05.2015 to 25.05.2018.

11. That however, despite the fact that over a period of time the petitioner parted with and handed over a sum of Rs. 11,63,70,806/- (Rupees Eleven Crores Sixty Three Lacs Seventy Thousand Eight Hundred and Six only) to the respondent no. 6 towards major portion i.e. more than 90% of sale consideration of the said apartment sold to the petitioner by respondent no. 6, what to talk of the delivery of possession of the same, till the year 2016 construction and development worth the name was also not carried out.

12. That though respondent no. 6 had dishonestly and fraudulently projected itself to be the authorised and legal owner, developer and seller of the said the project named "GRAND HYATT GURGAON RESIDENCES", however, subsequently, when the respondent no. 6 failed to honor its commitment to deliver the possession of the apartment to the petitioner, it transpired that respondent no. 6 was neither the owner nor the developer nor the holder of licence or permission for development nor had any authority to sell the apartments in the project named "GRAND HYATT GURGAON RESIDENCES". It thus, transpired that the intent of respondent



no. 6 having connived with respondent nos. 7 to 30, its management; directors; officials as well as their associates was to cheat the petitioner as well as other gullible home buyers right from the inception and it is for this precise reason that they impersonated and projected themselves as owner, developer, licensee and authorised seller of the said project named "GRAND HYATT GURGAON RESIDENCES".

13. That so far as the facts in relation to the applications being submitted for grant of license to develop the aforesaid project "GRAND HYATT GURGAON RESIDENCES" and communications taken place with respondent nos. 4 and 5 and other authorities are concerned, it is appropriate to apprise this Hon'ble Court that the Respondents No. 7 to 21 and other license holders with the intent to develop residential colony; residential plotted colony; and plotted colony appears to have submitted an application under Section 3 of 1975 Act for grant of license with respondent no. 4 – DTCP, Haryana. It is further appears that the respondent no. 4 granted License No. 63 of 2009 dated 03.11.2009 (valid upto 02.11.2013); License No. 107 of 2010 dated 20.12.2010 (valid upto 19.12.2014); and License No. 60 of 2012 dated 11.06.2012 (valid upto 10.06.2016) to the respondent nos. 7 to 21 and other applicants subject to terms enshrined under Section 3 (3) of 1975 Act and as laid in the aforesaid Licenses.

14. That it appears that License No. 63 of 2009 dated 03.11.2009 was granted to the applicants under the 1975 Act

subject to certain terms and conditions having validity of four (4) years from 03.11.2009 to 02.11.2013 for development of residential colony on the area measuring 110.84 Acres falling in the revenue estate of Village Ullawas, Behrampur and Ghata in Sectors 58, 59 and 61 District Gurgaon. Copy of aforesaid License No. 63 of 2009 dated 03.11.2009 is annexed as **Annexures P-2.**

15. That similarly, it appears that the license no. 107 of 2010 dated 20.12.2010 was granted to the applicants under the 1975 Act subject to certain terms and conditions having validity of four (4) years from 20.12.2010 to 19.12.2014 for development of residential plotted colony on the area measuring 140.356 Acres falling in the revenue estate of Village Ullawas, Behrampur and Ghatta in Sectors 58, 59, 60 and 61 District Gurgaon. As per condition no. 3 of said license, the residential colony has to be laid out conforming to the approved layout plan and development works to be executed as per design and specification shown in the approved plan. Further the applicants, who were granted license, are required to comply with provisions of 1975 Act and Rules, 1976 framed thereunder. In addition thereto, the applicants/ license holders were restrained from giving any advertisement for sale of floor area in Commercial area and flat in group housing area before the approval of layout plan/ building plans of the same. Moreover, addition thereto, the applicants were mandatorily required to obtain certain permissions/ approval from the competent



authorities like Ministry of Environment & Forests; Fire Department; Authority under the Punjab Land Preservation Act, 1900 or any other statute applicable at the site before starting the development works. Copy of aforesaid License No. 107 of 2010 dated 20.12.2010 is annexed as Annexures P-3.

16. That in addition to the aforesaid two licenses, it appears that one more license no. 60 of 2012 dated 11.06.2012 was granted to the applicants under the 1975 Act subject to certain terms and conditions having validity of four (4) years from 11.06.2012 to 10.06.2016 for development of plotted colony on the area measuring 80.441 Acres falling in the revenue estate of Village Ullawas, Behrampur and Ghatta in Sectors 58, 59, 60, 61 and 62, District Gurgaon. As per condition no. 2 of said license, the residential colony has to be laid out conforming to the approved layout plan and development works to be executed as per design and specification shown in the approved plan. Further the applicants, who were granted license, are required to comply with provisions of 1975 Act and Rules, 1976 framed thereunder. In addition thereto, the applicants were mandatorily required to obtain certain permissions/ approval from the competent authorities like Ministry of Environment & Forests; Fire Department; Authority under the Punjab Land Preservation Act, 1900 or any other statute applicable at the site before starting the development works. Moreover, the applicants were asked to comply with the provisions of Section 5 of 1975 Act and Rule 27 of 1976 Rules

called upon maintain separate bank account and deposit amount to meet the expenses of internal development works. Copy of aforesaid License No. 60 of 2012 dated 11.06.2012 is annexed herewith as Annexures P-4.

17. That keeping in view of the public interest that some unscrupulous persons and companies may indulge in illegal activities without obtaining a license for development of colonies, the Respondent No. 4 issued a public notice dated 30.12.2010 to the effect that no person shall without obtaining a license under Section 3 of the Haryana Development and Regulations of Urban Areas Act, 1975 transfer or agree to transfer in any manner plots in a colony or make an advertisement or receive any amount in respect thereof. Copy of aforesaid Public Notice dated 30.12.2010 issued by the Respondent No. 5 is annexed as ANNEXURE P-5.

18. That it is further apposite to mention herein that the Respondent No. 4 to have precautionary measures announced vide an order dated 05.01.2011 that no license application in future be entertained unless the collaboration agreements are registered before the Sub-Registrar having territorial jurisdiction of the area in which the land falls. Copy of the order dated 05.01.2011 issued by the Respondent No. 4 is annexed as ANNEXURE P-6.

19. That under the directions, guidance and with active connivance of the Respondent Nos. 7 to 30, the Respondent No. 6 (who has no authority to deal with the said project



"GRAND HYATT GURGAON RESIDENCES" in any manner because it is neither licensee nor developer as per records available with respondent no. 4) launched a project named as "GRAND HYATT GURGAON RESIDENCES" (in short 'said project') on 17.224 Acres of land in revenue estate of Village Ghata, Tehsil Sohna, Sector-58, District Gurgaon, Haryana in violation of the terms under Clause 6 of the License No. 63 of 2009 and Clause 3(g) of the License No. 107 of 2010 dated 20.12.2010 and Public Notice dated 30.12.2010 and even before the issuance of the License No. 60 of 2012 dated 11.06.2012 and approval of the Zoning Plan and Building Plan, Environmental Clearance, Fire Safety and other approvals etc.

**20.** That nonetheless the aforesaid violations, the respondent no. 6 had approached the public at large/ investors/ homebuyers to sell Apartments in the project. The Respondent No. 6 started booking of Apartments and receiving payments towards the same prior to 13.04.2012. The Respondent No. 6 in its brochure specifically stated that every residence overlooks approximately 50 acres of landscape greens. It is learnt that 25 people approximately booked apartments in the said project and the Respondent No. 6 collected approximately a sum of Rs.60,00,00,000/- (Rupees Sixty Crore) from the homebuyers even before approvals for the project were received from various departments/ authorities. Copies of acknowledgement of receiving payment from the apartment buyers issued by the Respondent No. 6 are annexed as ANNEXURE P-7. To

substantiate the fact that the said project is launched by respondent no. 6, a Copy of the Brochure of said project circulated by the Respondent No. 6 is annexed as **ANNEXURE P-8**.

21. That after 11.06.2012 i.e. after the date of issuance of said license no. 60 of 2012, the Respondent No. 7 – M/s Commander Realtors Pvt. Ltd. and other licensees applied for approval of Zoning Plan of Group Housing Colony measuring 17.224 Acres falling in the Residential Plotted Colony measuring 331.619 Acres (License No. 63 of 2009 dated 02.11.2013; License No. 107 of 2010 dated 20 12.2010; and License No. 60 of 2012 dated 11.06.2012) in Sectors 58, 59, 60, 61 & 62 Gurgaon - Manesar Urban Complex, District Gurgaon with the Respondent No. 4. In response thereto, the Respondent No.4 had informed respondent no. 7 vide letter dated 28.08.2012 that dues payable towards EDC and IDC are not paid and hence, the Zoning Plan submitted by respondent no. 7 will be considered and analysed only after receiving payment of outstanding dues of EDC and IDC. It seems that on compliance of aforesaid condition, the Respondent No. 4 had approved the Zoning Plan vide memo dated 04.12.2012. Copy aforesaid memo dated 04.12.2012 of approval of Zoning Plan issued by Respondent No. 4 to the Respondent No. 7 is annexed as **ANNEXURE P-9**.

22. That the Respondent No. 22 as Vice Chairman & Managing Director of Respondent no. 6 had circulated invitation



letter along Application Form to the innocent homebuyers like present petitioner for their respective units in the said project. Copies of letters dated 12.02.2013 and 14.02.2013 circulated by the Respondent No. 22 as Vice Chairman & Managing Director of Respondent no. 6 to the homebuyers are annexed as **ANNEXURE P-10 and P-11 respectively.**

23. That on 23.02.2013, the Respondent No. 6 (who has no authority to deal with the said project "GRAND HYATT GURGAON RESIDENCES" in any manner because it is neither licensee nor developer as per records available with respondent no. 4) announced that it had entered into management agreement with the internationally acclaimed hospitality chain, Hyatt Hotels Corporation for its said project "GRAND HYATT GURGAON RESIDENCES" branded luxury residences and a Grand Hyatt Hotel at its IREO City Complex. It further announced that the project will be designed by renowned London based architectural firm "Foster + Partners", led by Lord Norman Foster and celebrity interior designer Tony Chi of the New York based Tony Chi and Associates. The Respondent No. 6 further announced that there will be 265 luxury residences and the residences have been strategically designed to overlook an approximately 50 acres golf park being developed within the IREO City. Copy of the announcement made by the Respondent No. 6 dated 23.02.2013 is hereto annexed and marked as **ANNEXURE P-12.**

24. That to substantiate and fortify the fact that the respondent no. 6 with the active connivance of respondents no. 7 to 30 had started the construction and development work on the site of said project before the approval of building plan of said project, a copy of receipt/ memo dated 06.06.2013 showing the deposit of Rs. 43,51,200 (Rupees Forty Three Lakhs Fifty One Thousand and Two Hundred only) with the Respondent No. 4 towards 1<sup>st</sup> Instalment of Labour Cess under the Building and Other Construction Worker's (RE & CS) Act, 1996 against the construction work is annexed as **ANNEXURE P-13**.

25. That with the complicity of the Respondent Nos. 22 to 30 in violation of the rules and regulations i.e. before the approval of the Zoning Plan (approved on 04.12.2012), the Respondent No. 7 had submitted an application dated 17.11.2012 for approval of Building Plan of Group Housing Colony measuring 17.224 Acres falling in the Residential Plotted Colony measuring 331.619 Acres (License No. 63 of 2009 dated 02.11.2013; License No. 107 of 2010 dated 20.12.2010; and License No. 60 of 2012 dated 11.06.2012) in Sectors 58, 59, 60, 61 & 62 Gurgaon - Manesar Urban Complex, District Gurgaon with the Respondent No. 4. The said building plan was approved by the respondent no. 4 vide memo dated 03.07.2013. Copy of approval of building plan dated 03.07.2013 issued by the Respondent No. 4 is annexed as **ANNEXURE P-14**. It appears that the building plan of said project was



approved by the respondent no. 4 on certain terms and conditions having validity of period of 2 years of the building less than 15.00 meters in height and 5 years for multi-storeyed buildings from the date of issuance of sanction.

26. That the respondent no. 6 having pre-planned conspiracy with respondents no. 7 to 30 to cheat the homebuyers/ investors/ general public started excavation at the said project and demanded excavation instalments from the Apartment buyers on 22.11.2013 without obtaining the necessary and mandatory approvals/ clearances i.e. i) Environment Clearance Certificate; (ii) No Objection Certificate from the Haryana State Pollution Control Board; and (iii) approved Fire Fighting Scheme. From the demand raised by the Respondent No. 6, it is evident that the Respondent Nos. 6 to 30 started the excavation prior to 22.11.2013. Copy of the letter dated 22.11.2013 issued by the Respondent No. 6 is hereto annexed and marked as **ANNEXURE P-16.**

27. That it is apposite to mention herein that the Respondent No. 7 for the first time had submitted an application dated 18.04.2012 for environmental clearance with State Environment Impact Assessment Authority, Haryana. On consideration of said application, an environment clearance for setting-up Group Housing over area measuring 17.91 Acres situated at Sector-58, Village Ghata, District Gurgaon was granted by the State Environment Impact Assessment Authority, Haryana vide memo dated 25.11.2013. Copy of aforesaid Environment

Clearance Certificate dated 25.11.2013 is annexed as **ANNEXURE P-16.**

28. That on an application submitted for transfer of license no. 107 of 2010 dated 20.12.2010 with the Respondent No. 4, the said application was allowed and said license of area measuring 140.356 Acres (area subsequently reduced to 140.338 Acres) was transferred under Rule 17 of 1976 Rules by the respondent no. 4 vide order dated 04.12.2013. Copy of aforesaid Order dated 04.12.2013 of the Respondent No. 2 is annexed herewith as **ANNEXURE P-17.**

29. That the Respondent No. 7 applied to the Haryana State Pollution Control Board for consent to establish under the Water Act, 1974 and Air Act, 1981 for Group Housing Sector-58, Village Ghatta, District Gurgaon. On scrutinizing the application, the Haryana State Pollution Control Board gave its no objection certificate to establish vide memo dated 03.02.2014. Copy of the no objection certificate to establish issued by the Haryana State Pollution Control Board dated 03.02.2014 is annexed herewith as **ANNEXURE P-18.**

30. That the Petitioner as well as other homebuyers booked their respective Apartments in the said Project launched by Respondent No. 6 prior to 13.04.2012 as evident from the aforesaid acknowledgement receipts of payment, wherein the payment has been made vide cheque dated 13.04.2012. The Respondents No. 6 to 21 entered into Residence Purchase Agreement with the homebuyers on different dates between the



years 2013 to 2017. As per the Residence Purchase Agreement the Respondent Nos. 7 to 21 are confirming parties and they have separately vested the Respondent No. 6 with the complete authority and appropriate powers on their behalf as well as on behalf of the land owners (without the concurrence and approval of respondent no. 4-DTCP as mandated under 1975 Act) to undertake inter alia amongst other tasks, the marketing, sale and administration of all the constructed units comprising Residences-Complex. In other words, the respondent no. 6 advertised and launched the said project and further collected money from the innocent homebuyers like petitioner without having authority to do so in view of the admitted fact on record that Respondent no. 6 is neither the licensee nor developer of the said project as per records of Respondent no. 4.

31. That the Respondent No. 7 also applied to the Respondent No. 5 for approval of Fire Fighting Scheme on 15.10.2013 and 19.11.2014 of Group Housing Colony measuring 17.224 Acres falling in the Residential Plotted Colony measuring 331.619 Acres (License No. 63 of 2009 dated 02.11.2013; License No. 107 of 2010 dated 20.12.2010; and License No. 60 of 2012 dated 11.06.2012) in Sectors 58, 59, 60, 61 & 62 Gurgaon - Manesar Urban Complex, District Gurgaon. The Respondent No. 5 approved the Fire Fighting Scheme in favour of Respondent No. 7 on 08.01.2015. It is pertinent to bring to the notice of this Hon'ble Court as mention

above on cancellation of all the sanctions and approvals in view of the revised schedule of lands in respect to License No. 107 of 2010 and License No. 60 of 2012, the Respondent No. 7 again applied to the Respondent No. 5 for approval of the revised Fire Fighting Scheme. Accordingly, the Respondent No. 4 vide its letter dated 04.12.2017 requested the Respondent No. 5 to inquire and send a report on the Fire Safety Scheme. On this, the Respondent No. 5 vide letter dated 28.05.2018 informed the Respondent No. 4 regarding deficiencies in the Building Plans with fire drawings and returned the case for rectification of the same. Copy of the approval of Fire Fighting Scheme issued by Respondent no. 5- Haryana Fire Service department dated 08.01.2015 alongwith letter dated 28.05.2018 are annexed herewith as ANNEXURES P-19 & P-20 respectively.

32. That it is stated that the building proposed by the Respondent Nos. 6 to 21 in the said Project is more than 100 meters. In India, in case of an incident of any fire in a high-rise building, the fire-fighting equipment of the Fire Service Department can reach only a height upto 60 meters from outside to control any fire. In order to control a fire in a building higher than 100 meters will require the help of helicopters to use water and other fire control materials to control such fire. Hence internal fire-fighting facilities must be incorporated in the construction itself. However, the Respondent Nos. 6 to 31 continued to construct and develop the said project without any



valid approval of the Respondent No. 5 despite the fact that in the said letter dated 28.05.2018, the Respondent No.5 highlighted the following deficiencies in the fire-fighting facilities:

- i. Fire Fighting Shaft is not provided;
- ii. Refuse Area is not provided; and
- iii. Width of one staircase is not meeting the requirement.

33. That as a consequence of a revised schedule of lands, all the sanctions/ approvals of zoning plans/ building plans accorded earlier under License No. 63 of 2009; License No. 107 of 2010; and License No. 60 of 2012 stand annulled vide order dated 09.12.2015 with the rider that fresh zoning and building plans shall be get approved as per Rules/ norms. Copy of the order dated 09.12.2015 passed by Respondent No. 4 is annexed herewith as **ANNEXURE P-21**.

34. That respondent no. 6 in connivance with respondents nos. 7 to 30 as well as their associates including government officials continued the construction and development at the project "GRAND HYATT GURGAON RESIDENCES" without any valid approvals, consent, permission and no objection certificates of the concerned Govt. Authorities i.e. (i) Zoning Plan, (ii) Building Plan, (iii) Fire Fighting Scheme, (iv) Consent to Establish and (v) Environment Clearance Certificate. The respondent no. 6 in connivance with respondents nos. 7 to 30 as well as their associates including government officials in order to play fraud had demanded money from the homebuyers

as per the construction linked payment plan, continued the construction and development work at the project without any valid approvals, consent, permission and no objection certificates of the concerned Govt. Authorities i.e. (i) Zoning Plan, (ii) Building Plan, (iii) Fire Fighting Scheme, (iv) Consent to Establish and (v) Environment Clearance Certificate. Copy of the photographs as available through Satellite Google Earth Pro are annexed herewith as as **ANNEXURE P-22.**

**35.** That the Respondent Nos. 6 did not stop there and even raised demands/ issued call notices demanding payments from homebuyers for Construction Linked Payments even after 09.12.2015 despite having due knowledge of the fact that the all the zoning plans and building plans stands annulled vide order dated 09.12.2015 passed by Respondent no. 4. Copies of the demand/ call notices issued by the Respondent No. 6 are annexed herewith as **ANNEXURE P-23.**

**36.** That on an application dated 14.12.2015 submitted by Respondent no 7 for re-scheduling of licensed land under the policy dated 15.07.2015, the Respondent No. 4 vide order dated 10.05.2016 revised the schedule of land. As a consequence of the revised schedule of lands, again all the sanctions/ approvals of layout plan/ building plan pertaining to the License No. 60 of 2012 stand cancelled and the Respondent Nos. 7 to 21 are required to get new approval from the competent authorities. Copy of the Order dated 10.05.2016



passed by Respondent No.4 is annexed herewith as **ANNEXURE P-24.**

37. That again on request dated 17.01.2017 submitted by Respondent no. 7 for de-licensing of an area measuring 1.43125 Acres from said licence no. 107 of 2010 dated 20.12.2010 (area measuring 140.356 Acres as per license dated 20.12.2010), the de-licensing of said area measuring 1.43125 Acres was approved by Respondent no. 4 vide order dated 16.07.2017 and as a consequence thereof, all sanctions/ approvals pertaining to said license no. 70 of 2010 were ordered to be annulled ab-initio. Copy of order dated 16.06.2017 passed by Respondent no. 4 is annexed herewith as **ANNEXURE P-25.**

38. That on cancellation of all the sanctions and approvals by Respondent no. 2 vide order dated 09.12.2015 and dated 16.06.2017, the Respondent No. 7 submitted an application dated 27.07.2017 with the Respondent no. 2 for approval of revised building plans of Group Housing Colony measuring 17.224 Acres falling in residential plotted colony (License No. 63 of 2009 dated 02.11.2013; License No. 107 of 2010 dated 20.12.2010; and License No. 60 of 2012 dated 11.06.2012) in Sectors 58, 59, 60, 61 & 62 Gurgaon - Manesar Urban Complex, District Gurgaon. It is further learnt that the Respondent no. 7 had also submitted an application for approval of revised Zoning Plan pertaining to aforesaid Group Housing Colony measuring 17.224 Acres falling in residential

plotted colony. It is felicitous to mention herein that the said applications for approval of revised building plans as well as revised zoning plan of said Group Housing Colony measuring 17.224 Acres falling in residential plotted colony is still pending consideration with the respondent no. 4 and the same are not approved till date.

39. That on an applications dated 06.04.2017 and dated 04.06.2019 submitted by applicants for renewal of said license no. 107 of 2010 dated 20.12.2010 granted for setting up residential plotted colony over an additional area measuring 138.4065 Acres in the revenue estate of Village Ghatta, Sector 58-61, Gurugram -Manesar Complex, Gurugram, the Respondent no. 4 vide memo dated 10.10.2019 renewed the said license no. 107 of 2010 upto 19.12.2020 on terms and conditions laid down therein and after freezing the area measuring 67.04375 Acres due to ongoing CBI Investigation. Copy of renewal of said license issued by Respondent no. 4 vide memo dated 10.10.2019 is annexed herewith as **ANNEXURE P-26**.

40. That similarly on an applications dated 12.01.2018 and dated 06.08.2019 submitted by applicants for renewal of said license no. 63 of 2009 dated 03.11.2009 granted for setting up residential plotted colony on the land measuring 108.5625 Acres in the revenue estate of Village Ghatta, Sector 58-61, Gurugram -Manesar Complex, Gurugram, the Respondent no. 4 vide memo dated 10.10.2019 renewed the said license no. 63



of 2009 upto 03.11.2009 on terms and conditions laid down therein and after freezing the area measuring 10.5625 Acres due to ongoing CBI Investigation. Copy of renewal of said license issued by Respondent no. 4 vide memo dated 10.10.2019 is annexed herewith as ANNEXURE P-27.

41. That so far as registration of said project under the Real Estate (Regulation and Development) Act, 2016 is concerned, it is appropriate to mention that the Real Estate (Regulation and Development) Act, 2016 (in short "2016 Act") came into effect on 01.07.2017 and under the provision of Sections 3 and 4 of the Act, the applicants/ licensees (who intend to develop the residential colony) shall register the said project with the RERA authorities under the said 2016 Act. As such in the month of July, 2017, the Respondent No. 7 applied with the RERA, Haryana for registration of the said project under the Real Estate (Regulation and Development) Act, 2016. The said application for registration of said project was rejected by RERA, Haryana on account of non-submission of all the requisite information as mandatorily required under the 2016 Act.

42. That Respondent Nos. 6 to 30 in connivance with each other demanded payment of money from the homebuyers in utter violation of the provision of 2016 Act. It is pertinent to bring to the notice of this Hon'ble Court that in order to play fraud and demand money from the homebuyers as per the construction linked payment plan, Respondents No. 6 to 30 continued the

construction and development work at the said project without any registration, valid approvals, consent, permission and no objection certificates of the concerned Govt. Authorities i.e. (i) Zoning Plan, (ii) Building Plan, (iii) Fire Fighting Scheme, (iv) Consent to Establish and (v) Environment Clearance Certificate. Copies of demand letters issued by the Respondent No. 6, which show that construction continued after approvals are cancelled from 09.12.2015, are annexed herewith as **ANNEXURE P- 28.**

43. That it is apposite to mention herein that the representative of Respondent No. 6 approached the innocent homebuyers like present petitioners and induced them to purchase an Apartment in the said project. The representatives had emphatically represented to the homebuyers/ investors/ general public that they are reputed builders and developers with specific emphasis on good quality construction and timely delivery of possession of the Flat/Apartments as per the allotment letters, advertisements and communications. The representative also specifically told the Apartment Buyers that they already have all the requisite licenses, permission, approvals, no objection certificate issued by the concerned Govt. authorities/ department for the said project. Believing these claims and assurances and unaware of any scam committed by the Respondent Nos. 6 to 21 under the patronage and connivance with Respondents no. 22 to 30 by using tall claims & brand names like Grand Hyatt, Tony Chi, the



homebuyers like petitioner agreed to purchase apartments in the said project.

44. That at that time the homebuyers/ investors can never imagine that a scam be made against them only with the purpose of first collecting huge money from each of them in several Crores of rupees by showing great brands and then abandoning the project after diverting the money out of the project. From the cumulative facts narrated hereinabove, It is apparent that the Respondents No. 6 to 30 in connivance with each other have fraudulently and dishonestly induced the Petitioner and other gullible homebuyers by deceitfully projecting that they were developing Exclusive and State of the Art Apartments in collaboration with internationally acclaimed hospitality chain, Hyatt Hotels Corporation and designed by renowned London based architectural firm "Foster + Partners" (led by Lord Norman Foster and celebrity interior designer Tony Chi of the New York based Tony Chi and Associates) and on account of that deception made the petitioner to part with her hard earned money to the tune of more than Rs. 5 Crores. But it appears to be a mere deception and camouflage as neither they have any subsisting collaboration with "Hyatt Hotels Corporation" or "Foster + Partners", nor did they even have any permissions in place nor were they entitled to even collect the money from the Homebuyers. Despite having unauthorizedly collected a sum of Rs. 5 Crores each from about 60 Homebuyers way back in 2012-2013, they have not done

anything concrete till date and have rather swindled away the hard earned money of homebuyers including present petitioner. Nevertheless, the amount collected from the homebuyers, which was required to be kept deposited in a separate account for use in development works of said project, has been swindled away leaving the petitioners in lurch.

45. That it is significant to mention herein that the said project developed by the Respondent Nos. 6 (who has no authority to deal with the said project "GRAND HYATT GURGAON RESIDENCES" in any manner because it is neither licensee nor developer as per records available with respondent no. 4) is stuck midway and innocent apartment buyers have been taken for a ride as the said project is not likely to be completed either at all or even if they were to get completed ever, that would be completed after substantial delays of years and certainly without the Grand Hyatt & without Tony Chi. The Apartment Buyers have paid about Rs.500,00,00,000/- (Rupees Five Hundred Crores) to the Respondent No. 6, but they have been wronged and their money has been squandered, misappropriated and diverted either to the land owning companies of IREO Group or partnership firms of respondent nos. 22 (Mr. Lalit Goyal) and 23 (Mrs. Sapna Goyal wife of Mr. Lalit Goyal) or to their individual accounts (which can be ascertained and surfaced on carrying out investigation into the money transactions).



46. That the Respondent No. 6 has realised major part of Sale Consideration amount in respect to the said project from the homebuyers from time to time. However, the amount less than 20% of the project cost has been spent in the construction and development of the said project. Further it appears that till the end of 31.03.2019, NIL revenue is recognised in the books of Respondent No. 6 in relation to the said project, which fortifies the diversion of money paid by homebuyers to the other land owning companies of IREO Group as well as or partnership firms of respondent nos. 22 (Mr. Lalit Goyal) and 23 (Mrs. Sapna Goyal wife of Mr. Lalit Goyal) or to their individual accounts (which can be ascertained and surfaced on carrying out investigation into the money transactions).

47. That it is pertinent to bring to the notice of the Hon'ble Court that most of the construction done at the site is illegal as construction was carried out before the approvals are received i.e. till Fire Scheme approval date 08.01.2015 and/ or construction was done after the Zoning, Building plans were cancelled by DTCP, from 9<sup>th</sup> December 2015. Thus construction done at site only for a period of just 11 months is legal and all balance construction done for almost 8 years is illegal. This illegality is over and above the illegal sales booking done even before receipt of License, approvals of Zoning plan, Building plan, Fire Fighting Scheme, Environmental Clearance and Consent to Establish are received.

48. That even though about major part of sale consideration was paid by homebuyers for allotment of apartment in the said project, but till date the Respondent No. 6 (who has no authority to deal with the said project "GRAND HYATT GURGAON RESIDENCES" in any manner because it is neither licensee nor developer as per records available with respondent no. 4) constructed only the basic shell structure of the buildings i.e. Columns & Slabs only what to talk of erection of any façade glass, internal finishing work in the buildings. Copies of photographs of the buildings are here annexed and marked as **ANNEXURE P-29**.

49. That It is pertinent to bring to the notice of this Hon'ble Court that the respondent no. 6 having conspired with Respondents No. 7 to 30 lured the homebuyers to buy an apartment in the said project by showing 50 acres of green landscape plan in the project. To the utter shock and dismay of the homebuyers, when the Transit Oriented Development (TOD) policy was notified, the Respondent No. 6 with the active connivance of respondents no. 7 to 30 dropped the 50 acres of green landscape plan from the project without informing and taking consent of the Apartment Buyers. It is further pertinent to bring to the notice of this Hon'ble Court that the 50 acres land includes Govt. lands in respect the National Conservation Zone(NCZ). NCZ land belongs to Government and has to be preserved as it is. It is absolutely illegal to make this NCZ as a part of project. As per application submitted with RERA for



registration of the project under the Real Estate (Regulation and Development) Act, 2016 only 5 acres of land is to be developed in the said project.

50. That the whole representation of contracts/ agreements with Hyatt Hotels Corporation and Tony Chi and Associates was nothing but well-planned plot of the Respondent Nos. 6 to 30 to commit fraud and lure and sell the proposed apartments to the homebuyers at a premium price. Whereas it appears to be a mere deception and camouflage as neither they have any subsisting collaboration with "Hyatt Hotels Corporation" or "Foster + Partners", nor did they even have any permissions in place nor were they entitled to even collect the money from the Homebuyers. The Respondents No. 6 to 21 having conspired with Respondents no. 22 to 30 has concealed these material facts from homebuyers and continued to realise monies from homebuyers.

51. That however, acting in violation of the said provision almost the entire fund appears to have been swindled away and paid/ transferred by respondent no. 6 to respondents No. 19 (M/s Surao Realtors LLP through its designated partners Mr. Lalit Goyal; Mrs. Sapna Goyal); 22 and 23 rather than keeping the same deposited in the separate account for internal development. Further, with a view to play the fraud, the respondents No. 6 to 30 appear to have developed a novel idea in as much as the obligation to keep the said amount in the separate account has been fastened upon the developers,

which in this case was respondent No. 7, however, respondent No. 6 has been fraudulently introduced as a separate entity, who fraudulently collected the money (without authority) from public/homebuyers/investors and has swindled the same away stealthily and illegally by transferring the amount to respondents No. 19, 22 and 23 (M/s Surao Realtors LLP through its designated partners Mr. Lalit Goyal; Mrs. Sapna Goyal). It appears that respondents No. 19, 22 and 23 (M/s Surao Realtors LLP through its designated partners Mr. Lalit Goyal; Mrs. Sapna Goyal) as well as others respondents were partners in arms in that crime have thus been taking advantage of the said ill gotten money and have swindled away the same, thereby duping the investors/homebuyers/public at large, out of whom the petitioners are also affected. These diversions of money has been done through multiple transactions involving entire Ireo group of companies including 200 Land Owning Companies of Ireo Group.

52. That it further appears from the records that the respondent No. 6 has been fraudulently introduced and has no authority to act as a developer or to collect money with respect to the Project "GRAND HYATT GURGAON RESIDENCES" as neither any of the aforesaid licenses was granted in favour of respondent no. 6 nor any collaboration agreement (much less agreement appointing Respondent No. 6 to act as a developer of the aforesaid project) is placed with respondent no. 4. So much so, it seems that neither any concurrence and approval



(seeking appointment of respondent no. 6 as developer of aforesaid project) of respondent no. 4 was sought nor granted. Hence, it appears that the agreement amongst respondent no. 6 on one side and respondents no. 7 to 21 on other side had been entered into without the concurrence and approval of respondent no. 4 with the malice to cheat the gullible homebuyers like present petitioner.

53. That since the said activities, which have come to the notice of the petitioner constitute serious cognizable offences including fraud of high magnitude, as such, the petitioner either personally or her representative went to report the matter to the S.H.O. Police Station sector 65, Gurugram. However, whenever the petitioner or her representative went there, they were put off on one pretext or the other and the police officials did not bother to even properly hear the grievance of the petitioner as the petitioner named the private respondents i.e. the respondent nos. 6 to 21, its management; directors; partners; key managerial persons and other associates and respondent nos. 22 to 30. The petitioner realised that the police station sector 65, Gurugram is housed in the complex controlled by the private respondents, so there might be some soft corner, but an offence of such high magnitude cannot be scuttled. Finally the petitioner through her advocate/ authorized representative had submitted a written complaint to the S.H.O. Police Station, Sector 65, Gurugram through email dated 03<sup>rd</sup> October, 2020.

Copy of the said complaint dated 03<sup>rd</sup> October, 2020 is annexed herewith as Annexure P-30.

54. That though the complaint submitted by the petitioner clearly spells out commission of cognizable offences and though the officer in charge of police station is obliged to register FIR and investigate, however, the S.H.O. Police Station Sector 65, Gurugram has failed to discharge his statutory duty. Under the circumstances the petitioner through her advocate/ authorized representative represented to the Commissioner of Police, Gurugram vide email dated 04.10.2020 so as to avail the remedy u/s 154(3) Cr.P.C. Copy of the said representation/complaint sent through email dated 04.10.2020 is annexed herewith as Annexure P-31. Rather taking any action on the aforesaid complaint of the petitioner, one official from Economic Offence Wing (EOW) called the advocate/ representative of the respondent and asked him to get the statement recorded. The advocate/ representative in turn apprise the petitioner and in response thereto the petitioner directly responded to the EOW vide email dated 10.11.2020. vide the said email, the petitioner categorically told the EOW that the complaint already given by the petitioner through her advocate/ representative be treated as her statement and that in case any specific query was required to be answered by the petitioner, then the same be sent to the petitioner by email, which would be immediately answered by way of an email. Copy of aforesaid email dated 10<sup>th</sup> November, 2020 is annexed



herewith as Annexure P-32. However, even subsequent to said email dated 10.11.2020 neither any action was taken to register the FIR nor any communication has been received by the petitioner which shows that there is nothing further to be asked in addition to the complaint and documents already submitted by the petitioner. It is pertinent to mention here that though no inquiry is permissible in a matter where a cognizable offence is reported and FIR ought to be registered promptly, however, even if a preliminary inquiry is necessitated in the light of law enunciated in Lalita Kumari's case, then the same has to be concluded within a period of 7 days and even that is not required to be detailed factual inquiry. Since a period of 7 days expired from the representation dated 04.10.2020 long back and in fact the said period of 7 days post the email dated 10.11.2020 also expired a long time back, as such, the inaction on the part of official respondents is totally inexplicable and illegal.

55. That the petitioner has his fundamental right to have a fair investigation of his complaint and the police is equally duty bound to carry out the same in a free and fair manner. It is the bounden duty of the state to ensure that apprehensions of unfairness and tainted investigation are totally allayed. Under these circumstances an FIR ought to be registered on the basis of the complaint of the petitioner and the State ought to transfer the investigation of the above mentioned FIR as well as the FIR registered against the petitioner and entrust the same to CBI.

However, the failure on the part of respondents to do so clearly creates apprehensions in the mind of the petitioner that the petitioner would not get a fair investigation at the hands of the respondents. It is for this precise reason, the petitioner craves the indulgence of this Hon'ble Court to entrust the investigation of this case of an independent agency like CBI, which is not under the influence of accused or other respondents (who are not taking any action against respondent no. 6 to 30) in order to get the matter investigated in a free and fair manner.

56. That since the investigation is clearly defective and tainted as such action ought to be taken against the erring officials for not discharging their duties properly. Further action ought to be taken against all erring officials and they ought to be either placed under suspension or transferred to a place from where he is not in a position to interfere with the investigation.

57. That the complaint lodged by the petitioner clearly discloses the commission of cognizable offences like offences U/Ss 405, 406, 409, 415, 417, 418, 420, 421, 422, 423, 424, 467, 468, 471, 120-B IPC as well as other offences, as such, it is but the statutory duty of the respondents to register an FIR and investigate the same in accordance with the law as per the procedure prescribed u/s 154 Cr.P.C. as interpreted by the Hon'ble Apex Court as well as this Hon'ble Court in various judgments.



58. That since the Police is neither registering an FIR nor investigating the matter in free and fair manner and as required under statutory provisions, as such, the petitioner could only approach respondents No. 2 and 3 seeking their intervention in the matter. However, the circumstances clearly indicate that the matter is not being dealt with properly. The petitioner, thus, has no faith in the investigation by Police in Haryana.

59. That the respondents no. 1 to 3 had failed to discharge the mandatory statutory duty casts upon them under the provisions of Chapter XII Cr.P.C., which prescribes the procedure for conducting the investigation into the cognizable offences, therefore, the present petitioner craves the indulgence of this Hon'ble Court by filling the present petition to issue necessary directions to the present respondents to register FIR and investigate. The relevant provisions of Chapter XII Cr.P.C. are reproduced as under:-

*"Section 154. Information in cognizable cases.*

*(1) Every information relating to the commission of a cognizable offence, if given orally to an officer in charge of a police station, shall be reduced to writing by him or under his direction, and be read over to the informant; and every such information, whether given in writing or reduced to writing as aforesaid, shall be signed by the person giving it, and the substance thereof shall be*

*entered in a book to be kept by such officer in such form as the State Government may prescribe in this behalf.*

*(2) A copy of the information as recorded under sub-section (1) shall be given forthwith, free of cost, to the informant.*

*(3) Any person, aggrieved by a refusal on the part of an officer in charge of a police station to record the information referred to in sub-section (1) may send the substance of such information, in writing and by post, to the Superintendent of Police concerned who, if satisfied that such information discloses the commission of a cognizable offence, shall either investigate the case himself or direct an investigation to be made by any police officer subordinate to him, in the manner provided by this Code, and such officer shall have all the powers of an officer in charge of the police station in relation to that offence.*

*1[Provided that if the information is given by the woman against whom an offence under section 326A, section 326B, section 354, section 354A, section 354B, section 354C, section 354D, section 376, section 376A, section 376B, section 376C, section 376D, section 376E or section 509 of the Indian Penal Code is alleged to have been committed or attempted, then such information shall be recorded, by a woman police officer or any woman officer.*



*Provided further that—*

*(a) in the event that the person against whom an offence under section 354, section 354A, section 354B, section 354C, section 354D, section 376, section 376A, section 376B, section 376C, section 376D, section 376E or section 509 of the Indian Penal Code is alleged to have been committed or attempted, is temporarily or permanently mentally or physically disabled, then such information shall be recorded by a police officer, at the residence of the person seeking to report such offence or at a convenient place of such person's choice, in the presence of an interpreter or a special educator, as the case may be;*

*(b) the recording of such information shall be videographed;*

*(c) the police officer shall get the statement of the person recorded by a Judicial Magistrate under clause (a) of sub-section (5A) of section 164 as soon as possible." ]*

*Section 156. Police officer's power to investigate cognizable cases.*

*(1) Any officer in charge of a police station may, without the order of a Magistrate, investigate any cognizable case which a court having jurisdiction over the local area within the limits of such station would have power to inquire into or try under the provisions of Chapter XIII.*

(2) No proceeding of a police officer in any such case shall at any stage be called in question on the ground that the case was one, which such officer was not empowered under this section to investigate.

(3) Any Magistrate empowered under section 190 may order such an investigation as above mentioned.

*Section 157. Procedure for investigations.*

(1) If, from information received or otherwise, an officer in charge of a police station has reason to suspect the commission of an offence which he is empowered under section 156 to investigate, he shall forthwith send a report of the same to a Magistrate empowered to take cognizance of such offence upon a police report and shall proceed in person, or shall depute one of his subordinate officers not being below such rank as the State Government may by general or special order, prescribe in this behalf, to proceed, to the spot, to investigate the facts and circumstances of the case, and, if necessary to take measures for the discovery and arrest of the offender:

*Provided that-*

(a) When information as to the commission of any such offence is given against any person by name and the case is not of a serious nature, the officer in charge of a police station need not proceed in person or depute a subordinate officer to make an investigation on the spot;



*(b) If it appears to the officer in charge of a police station that there is sufficient ground for entering on an investigation, he shall not investigate the case.*

*(2) In each of the cases mentioned in clauses (a) and (b) of the proviso to sub-section (1), the officer in charge of the police station shall state in his report his reasons for not fully complying with the requirements to that sub-section, and, in the case mentioned in clause (b) of the said proviso, the officer shall also forthwith notify to the informant, if any, in such manner as may be prescribed by the State Government, the fact that he will not investigate the case or cause it to be investigated.*

*Section 159. Power to hold investigation or preliminary inquiry.*

*Such Magistrate, on receiving such report, may direct an investigation, or, if he thinks fit, at once proceed or depute any Magistrate subordinate to him to proceed, to hold a preliminary inquiry into or otherwise to dispose of, the case in the manner provided in this Code.*

*Section 160. Police Officer's power to require attendance of witnesses.*

*(1) Any police officer making an investigation under this Chapter may, by order in writing, require the attendance before himself of any person being within the limits of his*

own or any adjoining station who, from the information given or otherwise, appears to be acquainted with the facts and circumstances of the case; and such person shall attend as so required:

*Provided that no male person 1["under the age of fifteen years or above the age of sixty-five years or a woman or a mentally or physically disabled person"] shall be required to attend at any place other than the place in which such male person or woman resides.*

*(2) The State Government may, by rules made in this behalf, provide for the payment by the police officer of the reasonable expenses of every person, attending under sub-section (1) at any place other than his residence.*

60. That the inexplicable delay and non-registration of FIR by the official respondents is not only contemptuous, but the same is in gross derogation to the directions issued by the Five Judges Bench of the Hon'ble Supreme Court of India in the case of Lalita Kumari Vs. Govt. of U.P. & ors. Reported as (2014) 2 SCC 1. Vide the said judgement, the Constitution Bench of Hon'ble Supreme Court of India clearly held that the provision of Section 154 of the Code is mandatory and the officer concerned is duty-bound to register the case on the basis of such information disclosing cognizable offence. The



relevant extract of the aforesaid judgement is reproduced as under:-

*"110) Therefore, in view of various counter claims regarding registration or non-registration, what is necessary is only that the information given to the police must disclose the commission of a cognizable offence. In such a situation, registration of an FIR is mandatory. However, if no cognizable offence is made out in the information given, then the FIR need not be registered immediately and perhaps the police can conduct a sort of preliminary verification or inquiry for the limited purpose of ascertaining as to whether a cognizable offence has been committed. But, if the information given clearly mentions the commission of a cognizable offence, there is no other option but to register an FIR forthwith. Other considerations are not relevant at the stage of registration of FIR, such as, whether the information is falsely given, whether the information is genuine, whether the information is credible etc. These are the issues that have to be verified during the investigation of the FIR. At the stage of registration of FIR, what is to be seen is merely whether the information given ex facie discloses the commission of a cognizable offence. If, after investigation, the information given is found to be false, there is always*

an option to prosecute the complainant for filing a false FIR.

*Conclusion/Directions:*

*111) In view of the aforesaid discussion, we hold:*

*i) Registration of FIR is mandatory under Section 154 of the Code, if the information discloses commission of a cognizable offence and no preliminary inquiry is permissible in such a situation.*

*ii) If the information received does not disclose a cognizable offence but indicates the necessity for an inquiry, a preliminary inquiry may be conducted only to ascertain whether cognizable offence is disclosed or not.*

*iii) If the inquiry discloses the commission of a cognizable offence, the FIR must be registered. In cases where preliminary inquiry ends in closing the complaint, a copy of the entry of such closure must be supplied to the first informant forthwith and not later than one week. It must disclose reasons in brief for closing the complaint and not proceeding further.*

*iv) The police officer cannot avoid his duty of registering offence if cognizable offence is disclosed. Action must be taken against erring officers who do not register the FIR if*



*information received by him discloses a cognizable offence.*

*v) The scope of preliminary inquiry is not to verify the veracity or otherwise of the information received but only to ascertain whether the information reveals any cognizable offence.*

*vi) As to what type and in which cases preliminary inquiry is to be conducted will depend on the facts and circumstances of each case. The category of cases in which preliminary inquiry may be made are as under:*

*a) Matrimonial disputes/ family disputes*

*b) Commercial offences*

*c) Medical negligence cases*

*d) Corruption cases*

*e) Cases where there is abnormal delay/laches in initiating criminal prosecution, for example, over 3 months delay in reporting the matter without satisfactorily explaining the reasons for delay.*

*The aforesaid are only illustrations and not exhaustive of all conditions which may warrant preliminary inquiry.*

*vii) While ensuring and protecting the rights of the accused and the complainant, a preliminary inquiry*

*should be made time bound and in any case it should not exceed 7 days. The fact of such delay and the causes of it must be reflected in the General Diary entry. viii) Since the General Diary/Station Diary/Daily Diary is the record of all information received in a police station, we direct that all information relating to cognizable offences, whether resulting in registration of FIR or leading to an inquiry, must be mandatorily and meticulously reflected in the said Diary and the decision to conduct a preliminary inquiry must also be reflected, as mentioned above."*

**61.** That the act and conduct on the part of official respondents apart from being derogatory to the directions issued in Lalita Kumari's case (supra) is also violative of law laid down by this Hon'ble Court in the case of **Robin Sharma Vs. State of Punjab CRM-13861 of 2020; CRM-M-13870 of 2020 decided on 11.08.2020**, wherein this Hon'ble Court after taking into account the law laid down in Lalita Kumari (supra) held and observed as under:-

*"However, before parting with the case it may be observed that the police is expected to take prompt action for registration of FIR and investigation of the case where complaint discloses commission of cognizable offence but in the present case there was unreasonable delay in registration of FIR as well as investigation of the case*



*which warrants interference by this Court in exercise of its inherent jurisdiction.*

*In the present case written complaint was made to the police by Riya Arora on 05.09.2019 and by Asha on 25.09.2019. The written complaints disclosed commission of cognizable offences but the Police, instead of registering the FIR proceeded to conduct preliminary inquiries regarding the allegations made in the said complaints. As per law laid down by Hon'ble Supreme Court in Lalita Kumari Vs. Government of U.P. (2014) 2 SCC 1 such preliminary inquiry could be made only to ascertain whether the complaint disclosed commission of cognizable offences and was required to be completed within forty five days. The preliminary inquiry was conducted by making an 'investigation' in 'mini trial' mode by joining the complainant, accused and witnesses. FIRs were registered on 26.12.2019 and 30.12.2019 on the basis of preliminary inquiry report submitted by Additional Deputy Commissioner of Police, P.B.I., O.C. and Narcotics, Ludhiana approved by higher Police Officers but even after registration of the FIRs the matter is pending for investigation and nothing substantial appears to have been done to collect the further evidence and conclude the investigation despite expiry of more than six months. Even the mobile phone handsets allegedly used*

for commission of the alleged offences have not been seized by the Police.

On registration of FIR, the officer in charge of the police station is mandatorily required under Section 157 (1) of the Cr.P.C. to forthwith send a copy of the same to the Magistrate empowered to take cognizance of such offence upon a police report and proceed in person or depute one of his subordinate officers, not below such rank as the State Government by general or special order prescribes in this behalf, to proceed to the spot, to investigate the facts and circumstances of the case and if necessary to take measures for the discovery and arrest of the offender."

"The police is expected to adopt sensitive approach and take prompt action for expeditious investigation of such cases. Although there is no specific provision in the Cr.P.C. mandatorily specifying the time limits for completion of investigation yet Section 173 (1) of the Cr.P.C. mandates that every investigation under Chapter 12-INFORMATION TO THE POLICE AND THEIR POWERS TO INVESTIGATE shall be completed without unnecessary delay. Legislature's concern and mandate for expeditious completion of investigation is manifested by the provisions made in section 167 (2) of the Cr.P.C. for grant of default bail in case of non completion of investigation in 90 days where the investigation relates to



*an offence punishable with death, imprisonment for life or imprisonment for a term of not less than ten years and 60 days where the investigation relates to any other offence and section 167 (5) of the the Cr.P.C. for stopping of investigation in summons cases where investigation is not completed within six months. Law commission in its 239th report recommended that if investigation in respect of serious crimes i.e. cognizable and punishable with imprisonment of 5 years or more is not completed within 6 months, SHO shall submit a report to SP/SSP who shall take necessary action to ensure completion of investigation.*

*In Shashi Thomas Vs. State and others : (2007) 1 RCR Criminal 695 proper and fair investigation on the part of the Investigating Officer was held to be the backbone of rule of law. In State of A.P. Vs. Sarma Rao and other : (2007) 1 RCR (Criminal) 146 Hon'ble Supreme Court observed that the investigation must be fair, transparent and judicious as it is the minimum requirement of rule of law. Hon'ble Supreme Court observed in Zahire Habibullah H. Sheikh and another Vs. State of Gujarat and others : 2004 (2) RCR (Criminal) 836 that justice may become a victim if the investigation is not fair.*

*It follows that investigation has to be fair, prompt, transparent and judicious to both the victim as well as the*

*accused. Ineffective, unfair, obscure, inexpedient and delayed investigation negates and is the antithesis of the rule of law affirmed by Article 21 of the Constitution of India.*

*Question arises whether the complainant/victim of a crime is remedy less against deliberate inaction, unreasonable delay, failure to collect evidence, undue sympathy with/shielding of the offenders by the concerned Police Officers?"*

*"The complainant/victim of a crime may accordingly apply to the Judicial Magistrate, empowered to take cognizance of the offences in question on police report, for monitoring of investigation who can issue appropriate directions for expeditious completion of investigation. The complainant/victim of a crime may also file complaint under section 166A (b) of the IPC against the Investigating Officer for knowingly disobeying, any direction of the law regulating the manner in which he shall conduct such investigation. In view of explanation to Section 197 (1) of the Cr.P.C. no sanction is required in case of a public servant accused of any offence alleged to have been committed under Section 166 A of the IPC. The complainant/victim of a crime may alternatively file petition in the High Court for transfer of investigation to an independent agency such as CBI etc. However, it may be observed here that in substantial number of such cases*



*the complainant/victim of a crime is not able to pursue these remedies due to lack of awareness and legal aid at the initial stages."*

*"Accordingly, Commissioner of police Ludhiana is directed to ensure expeditious completion of the investigation preferably within sixty days from the date of receipt of a copy of the order and to send a report to this Court in this regard. Secretary, District Legal Services Authority, Ludhiana is directed to inform the complainants regarding their entitlement to legal aid at State expenses and to provide legal aid to them, if so applied for by them. The Chief Judicial Magistrate, Ludhiana/concerned Judicial Magistrate 1st Class, Ludhiana (empowered to take cognizance of the offences in question on police report/to whom the police station has been assigned under the order of Chief Judicial Magistrate, Ludhiana) is directed to monitor investigation by periodically calling for status report from the police and to issue appropriate directions for expeditious completion thereof, if so required.*

*A copy of the this order be sent to the Director General of Police, Punjab, Member Secretary, Punjab State Legal Services Authority, District and Sessions Judge, Ludhiana, and Commissioner of Police, Ludhiana for information/requisite compliance."*

62. That in case titled Sahabuddin and another versus State of Assam reported as 2013 (RCR) (Cr.) 817, the Hon'ble Apex Court has come down heavily on the investigating officer who carried out a defective investigation and has directed action to be taken against the said investigating officer. The Hon'ble Apex Court has further directed action to be taken against the Doctors who did not state the cause of death and with certainty and gave their vague opinion. The Hon'ble Apex Court as directed action to be taken by the Inspector General of Police as well as the Director Health Services against the investigating officer and the Doctor respectively.

63. That following the dictum of the Hon'ble Apex Court in Lalita Kumari's case (supra), this Hon'ble Court vide and judgement and order dated 27.10.2020 passed in CRM-M-26794 of 2020 titled as Hitesh Bhardwaj Vs. State of Punjab and Others held that the Police is bound to proceed to conduct investigation into a cognizable offence even without receiving information about commission of such an offence, if the Officer Incharge of the Police Station otherwise suspects the commission of such an offence. The Legislative intent is, therefore, quite clear to ensure prompt investigation of every cognizable offence in accordance with law. In view of aforesaid, there is no reason that there should be any discretion or option left with the Police to register or not to register an FIR when information is given about commission of a cognizable offence. The relevant extract of aforesaid judgement dated 27.10.2020



is reproduced as under for ready reference of this Hon'ble Court:-

*\*[28]. Language of Section 154 Cr.P.C., is suggestive of the fact that the Police is bound to proceed to conduct investigation into a cognizable offence even without receiving information about commission of such an offence, if the Officer Incharge of the Police Station otherwise suspects the commission of such an offence. The Legislative intent is, therefore, quite clear to ensure prompt investigation of every cognizable offence in accordance with law. In view of aforesaid, there is no reason that there should be any discretion or option left with the Police to register or not to register an FIR when information is given about commission of a cognizable offence. The requirement of Section 154 Cr.P.C., is only that the report must disclose the commission of a cognizable offence. Receipt of such information would be sufficient to set the Investigating Agency into action.*

*[29]. Language of Section 154(3) Cr.P.C. would further make it abundantly clear that no information of commission of cognizable offence can be ignored. The aforesaid provision was added by way of amendment revealing the intention of the Legislature to ensure to take action as the inaction would result in unjustified protection*

of the offender. The expression 'es unius est exclusion alterius' is fully applicable to the interpretation attached with Section 154 Cr.P.C. which means that expression of one thing is the exclusion of another. The mandate of recording the information in writing excludes the possibility of not recording the information of commission of a cognizable offence in the special register. Therefore, conducting the investigation into an offence after registration of FIR under Section 154 Cr.P.C. is the procedure established by law and the same is in conformity with Article 21 of the Constitution of India. Right of the accused for speedy trial would come into being only after registration of FIR and after conducting the investigation in accordance with law. Preliminary inquiry is different than the investigation. Inquiry is other than a trial which is relatable to a judicial act and not to the steps take by the Police towards investigation after registration of FIR under Section 154 Cr.P.C. Concept of preliminary inquiry may be a special procedure prescribed under CBI Manual to be read with Section 154 Cr.P.C. Preliminary inquiry is contained in Chapter IX of the Crime Manual of CBI, but the same is not a statute. It has not been enacted by the Legislature, rather the same is an administrative order for internal guidance of the CBI officers. The aforesaid administrative order cannot supersede the Code of Criminal Procedure and the said



*enology of conducting preliminary inquiry as recorded in CBM Crime Manual cannot be relied to import such a concept in the scheme of Code of Criminal Procedure. The Central Bureau of Investigation is the creation of Special Act i.e. The Delhi Special Police Establishment Act, 1946 and it derives its power to investigate the offence from the said Act only. Scheme of Code of Criminal Procedure is different. Though the provisions in terms of Section (2) and (5) of Code of Criminal Procedure permit special procedure to be followed for Special Acts.*

*[30]. The requirement of compulsory registration of an FIR is not only to ensure transparency in the criminal justice delivery system, but it also ensures judicial oversight as the Police Officer has to inform the Magistrate about lodging of FIR forthwith in terms of Section 157(1) Cr.P.C. Thus, the commission of a cognizable offence is not only required to be brought to the notice of the Investigating Agency, but it has to be brought to the notice of the Magistrate as well. There are two types of FIRs i.e. the FIR which is duly signed by the complainant under Section 154(1) Cr.P.C and the second type of FIR could be the FIR which is registered by the Police itself on any information received or other than by way of an informant and even this information has to be*

*duly recorded and the copy thereof should be sent to the Magistrate forthwith under Section 157(1) Cr.P.C. In view of aforesaid, it would be obligatory on the part of Police to register FIR either on the basis of information submitted by the informant under Section 151(1) Cr.P.C. or otherwise under Section 157(1) Cr.P.C.*

*[32]. Registration of FIR is mandatory under Section 154 Cr.P.C., if the information discloses commission of a cognizable offence. No preliminary inquiry is permitted in such a situation. Preliminary inquiry can be conducted in matrimonial cases, case relating to family disputes, commercial offences, medical negligence cases, corruption cases and the cases where there is abnormal delay of more than 3 months in initiating criminal prosecution or reporting the matter to the police without satisfactory explanation.\**

64. That the following law points arise in the present case for kind consideration of this Hon'ble Court:-

i) Whether there are reasonable grounds to belief that the functionaries of the respondent-state have failed to conform highest standards of objectivity, competence and probity in the matter of discharge of their statutory functions?



ii) Whether in the facts and circumstances of the case, the act and conduct of present respondent nos. 1 to 3 of not taking action on the complaints disclosing cognizable offence is legally sustainable in eyes of law?

iii) Whether the act and conduct on the part of respondent nos. 1 to 3 is violative of Article 21 of the Constitution of India by posing threat to the life and personal liberty of petitioner and her family members?

65. That faced with the situation, the petitioner is left with no other alternative remedy which is equally efficacious and speedy for the redressal of his grievances and for safeguarding his legal and constitutional rights, except to approach this Hon'ble Court by way of filling the present writ petition under Article 226 of the Constitution of India. No remedy of appeal and/ or revision is available to the petitioner under the relevant provisions of law with regard to the reliefs claimed in the present writ petition. In Robin Sharma's case (supra), it was held by this Hon'ble Court that where the conduct of authorities is not fair, the complainant/victim of a crime can file petition in the High Court for transfer of investigation to an independent agency such as CBI etc. Further the Hon'ble Apex Court in the case of **State of West Bengal Vs Committee for Protection of Democratic** reported as 2010(2) RCR (Cr) 141 held that the direction to entrust investigation to CBI can be given by the

Hon'ble High Court in exercise of jurisdiction under Article 226 of the Constitution of India.

66. That such or similar petition has been filed by the petitioner in this Hon'ble Court or Supreme Court of India. No such or similar petition is pending adjudication before any competent court of law.

#### PRAYER

In the circumstances, it is respectfully prayed that this Hon'ble Court may be pleased to allow the Writ Petition and be pleased to:-

i) ISSUE A WRIT IN THE NATURE OF MANDAMUS DIRECTING THE RESPONDENT NO. 1 TO 3 TO REGISTER AN FIR AGAINST RESPONDENTS NO. 6 TO 21; ITS DIRECTORS; MANAGEMENT; OFFICIALS; AND THEIR ASSOCIATES AND RESPONDENTS NO. 22 TO 30 AND TAKE LEGAL ACTION AS MANDATED UNDER CHAPTER-XII BECAUSE AS PER ALLEGATIONS THEY HAVE COMMITTED COGNIZABLE OFFENCES PUNISHABLE UNDER SECTIONS 405, 406, 409, 415, 417, 418, 420, 421, 422, 423, 424, 467, 468, 471, 120-B IPC IN CONNIVANCE WITH EACH OTHER BY INDULGING IN FABRICATION OF DOCUMENTS; CHEATING; IMPERSONATION; AND DISHONEST AND FRAUDULENT INTENTION TO CHEAT THE GULLIBLE



HOME BUYER (PETITIONER) AND CRIMINAL BREACH OF TRUST; MISAPPROPRIATION BY SIPHONING OFF THE HARD EARNED MONEY OF HOME BUYERS LIKE PRESENT PETITIONERS, WHICH WAS MEANT TO BE KEPT IN SAFE DEPOSIT AND USED FOR CONSTRUCTION OF APARTMENTS IN THE PROJECT NAMED "GRAND HYATT GURGAON RESIDENCES" AND FURTHER HAVING CONNIVED WITH EACH OTHER HAD ADOPTED MISCHIEVOUS STRATEGY BY INTRODUCING THE NON-LICENSEE I.E. RESPONDENT NO. 6 (M/S IREO RESIDENCIES COMPANY PRIVATE LIMITED) TO LAUNCH; COLLECT; AND COMMITTED COGNIZABLE OFFENCE OF CRIMINAL BREACH OF TRUST; MISAPPROPRIATION BY SIPHONING OFF THE HARD EARNED MONEY OF HOME BUYER'S LIKE PRESENT PETITIONERS, WHO WERE DISHONESTLY INDUCED TO PART WITH THEIR MONEY FOR PURCHASE OF APARTMENT IN THE SAID PROJECT "GRAND HYATT GURGAON RESIDENCES";

ii) ISSUE A WRIT IN THE NATURE OF MANDAMUS TO ENTRUST THE INVESTIGATION OF THE SAID CASE TO THE CENTRAL BUREAU OF INVESTIGATION OR ANY OTHER INDEPENDENT AGENCY, FOR ITS FAIR, PROPER, INDEPENDENT AND IMPARTIAL INVESTIGATION IN ORDER TO BRING THE REAL

CULPRITS TO BOOK AND GET THEM PUNISHED IN ACCORDANCE WITH LAW TO SECURE THE ENDS OF JUSTICE;

iii) DIRECT THE RESPONDENT NOS. 1 TO 3 TO ISSUE LOOK OUT NOTICE AGAINST THE RESPONDENT NOS. 22 TO 30 AND DIRECTORS; MANAGEMENT; KEY MANAGERIAL PERSONS OF RESPONDENT NOS. 6 TO 21 SO AS TO RESTRAIN THEM FROM LEAVING INDIA WITHOUT THE PERMISSION OF THIS HON'BLE COURT OR COMPETENT COURT OF LAW DURING THE PENDENCY OF PRESENT WRIT PETITION;

iv) ISSUES ANY OTHER APPROPRIATE WRIT, ORDER OR DIRECTIONS WHICH THIS HON'BLE COURT MAY DEEM FIT IN THE FACTS AND CIRCUMSTANCES OF THE PRESENT CASE;

v) DISPENSE WITH THE ISSUANCE OF THE ADVANCE NOTICE TO THE RESPONDENT UNDER THE HIGH COURT RULES AND ORDERS;

vi) DISPENSE WITH THE FILING OF THE CERTIFIED COPIES OF ANNEXURES P-1 TO P-32 AND ALSO GRANT EXEMPTION FROM FILLING THE TRUE TYPED; LEGIBLE; DOUBLE MARGIN; LEFT MARGIN COPIES OF THE ANNEXURES P-1 TO P-32 ATTACHED WITH PRESENT WRIT PETITION;

xiii) AWARD THE COSTS OF PRESENT WRIT PETITION IN FAVOUR OF THE PETITIONERS.

GURGAON *az*  
DATED: 14.12.2020

For Eighth North Ventures Pvt. Ltd.

*[Signature]*  
Authorised Signatory

PETITIONER  
(SANJAY WADHWA)

THROUGH COUNSEL

*[Signature]*  
12.12.2020

*Hemant Bassi* *Vaneet Soni*  
(HEMANT BASSI) (VANEET SONI)  
ADVOCATES  
COUNSELS FOR THE PETITIONER  
P/595/95 & P/1239/2001

VERIFICATION:-

Verified that the contents of Paras No. 1 to 63 and Paras No. 65 and 66 of the above writ petition are true and correct to my knowledge. The legal submissions as made out in para no. 64 of the above writ petition are believed to be true and correct being made on advice of the counsel. No part of it is false and nothing has been kept concealed therefrom.

GURGAON *az*  
DATED: 14.12.2020

For Eighth North Ventures Pvt. Ltd.

*[Signature]*  
Authorised Signatory

PETITIONER  
(SANJAY WADHWA)

IN THE HON'BLE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CIVIL WRIT PETITION NO. 747 OF 2024

SANJAY WADHWA.

.....PETITIONER

VERSUS

STATE OF HARYANA & ORS.

.....RESPONDENTS

AFFIDAVIT OF SANJAY WADHWA, AGED ABOUT  
58 YEARS, SON OF TILAK RAJ WADHWA,  
RESIDENT OF # A-80, SUSHANT LOK-1,  
GURUGRAM-122001.

I the above named deponent do hereby solemnly  
affirm and declare as under:-

1. That deponent is filing the accompanying Writ Petition in this Hon'ble Court, which is likely to be succeed on the basis of grounds taken therein. The petitioner is well conversant with the facts enumerated in the writ petition.
2. That that the contents of Paras No. 1 to 63 and Paras No. 65 and 66 of the above writ petition are true and correct to my knowledge. The legal submissions as made out in para no. 64 of the above writ petition are believed to be true and correct being made on advice of the counsel. No part of it is false and nothing has been kept concealed therefrom.

For Eighth North Ventures Pvt. Ltd.

  
Authorised Signatory

(SANJAY WADHWA)



Notary Register Sr. No. 200  
Date 19/12/2024

○

3. That the present petitioner has not filed any other such or similar writ petition earlier in this Hon'ble Court or in the Hon'ble Supreme Court of India. No such or similar petition is pending adjudication before any competent court of law.

Gurgaon   
Dated: 19.12.2020

For Eighth North Ventures Pvt. Ltd.

  
Authorised Signatory  
Deponent  
(SANJAY WADHWA)

Verification:-

Verified that the contents of para Nos.1 to 3 of my above affidavit are true and correct. No part of it is false and nothing material has been concealed therein.

Gurgaon   
Dated: 19.12.2020

For Eighth North Ventures Pvt. Ltd.

  
Authorised Signatory  
Deponent  
(SANJAY WADHWA)



ATTESTED  
  
S. JAI SINGH  
ADVOCATE & NOTARY  
GURGAON

19 DEC 2020

RESIDENCE PURCHASE AGREEMENT

for GRAND HYATT GURGAON RESIDENCES

at IRRO CITY

SECTOR-58, GURGAON, HARYANA, INDIA

For Eight: North Ventures Pvt. Ltd.

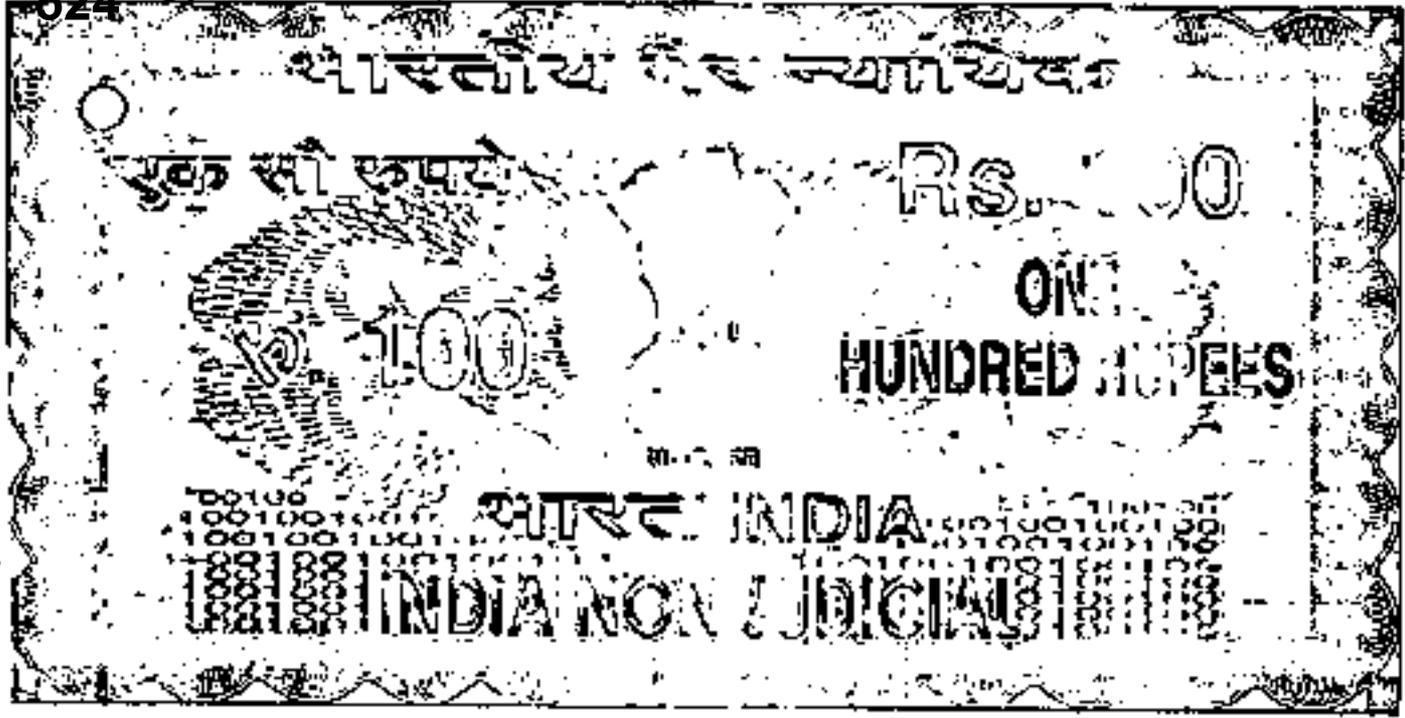
Abhishek

Director

(1)

for IRRO RESIDENCE COMPANY LIMITED.





हरियणा HARYANA

L 589065

UNIT No. T2-11-NS

THIS STAMP PAPER FORMS AN INTEGRAL

PART OF THE BUYERS AGREEMENT

DATED 30 APR 2014 EXECUTED BETWEEN

M/s. IREO RESIDENCES COMPANY PRIVATE LIMITED

M/s. Eighth North Ventures Private Limited

For Eighth North Ventures Pvt. Ltd.

*Bena Sharma*  
 ALLOTTEE(S)



FOR IREO RESIDENCES COMPANY PRIVATE LIMITED

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	For Eighth North Ventures Pvt. Ltd.	

Attorney(s)

*B. Srinivasan*

*[Signature]*  
Director

(3)

HYATT RESIDENCES PRIVATE LIMITED



## GRAND HYATT GURGAON RESIDENCES

Please read the following conditions carefully:

It is specifically clarified to the Allottee(s) that the proposal for sale of the residence-unit in the "GRAND HYATT GURGAON RESIDENCES" is subject to the unique set of conditions set out in this Agreement. By signing this Agreement, the Allottee(s) would be deemed to have read over, understood and accepted this Agreement in its entirety.

The Company shall be entitled to reject and refuse to execute any Agreement wherein the Allottee(s) has made any corrections/cancellations/alterations/modifications etc., to this Agreement.

## ADDITIONAL CONDITIONS FOR EXECUTION OF THE AGREEMENT:

- (1) Kindly sign along with joint Allottees(s), if any, at all places marked for this purpose on each page in this Agreement, including all annexures.
- (2) Kindly paste your coloured passport size photograph at the space provided including that of joint Allottee(s) and sign across the photographs.
- (3) All the three signed copies of this Agreement with all the annexures in its original form shall be returned to the Company by registered post (AD)/hand delivery within the time stipulated in the Allotment Offer Letter.

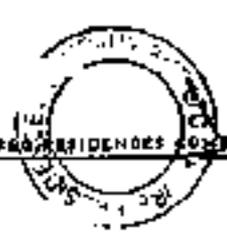
For Eighth North Ventures Pvt. Ltd.

Allottee(s)

*[Handwritten signature]*  
*[Handwritten name]*

( )

GRAND HYATT RESIDENCES COMPANY PRIVATE LIMITED



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GRAND HYATT GURGAON RESIDENCES

RESIDENCE PURCHASE AGREEMENT



ALLOTTEE NO. 1



ALLOTTEE NO. 2



ALLOTTEE NO. 3

THIS RESIDENCE PURCHASE AGREEMENT ("Agreement") is made and executed on this the 30<sup>th</sup> day of APR 2014 at Gurgaon, Haryana, India;

AMONGST

M/s. 1880 RESIDENCES COMPANY PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at A-11, 1<sup>st</sup> Floor, Neehi Bagh, New Delhi-110049, (India) and Corporate Office at 5<sup>th</sup> Floor, Orchid Centre, Golf Course Road, Sector-53, Gurgaon-122002, Haryana (India) through its authorized signatory, (hereinafter referred to as the "Company" which expression shall, unless repugnant to the context and meaning there of, be deemed to mean and include its successors-in-interest, administrators, executors, authorized representatives and assigns) of the **FIRST PART**;

-AND-

I. SHRI/SMT./MS.  
SON / WIFE / DAUGHTER OF  
RESIDENT OF  
NATIONALITY / CITIZEN OF

-OR-

For Eighth North Ventures Pvt. Ltd.

Authorized Signatory  
  
Director

( ) 1880 RESIDENCES COMPANY PRIVATE LIMITED



M/s. EIGHTH NORTH VENTURES PRIVATE LIMITED  
 a company incorporated under the Companies Act, 1956 having its Registered Office  
 at A-80, SUSHANTI LUX I, GURGAON-122001, INDIA  
 and having corporate identification No. U72900HR2011PTC048470, acting through its  
 authorized signatory / director Mr. / Ms. ~~Mr.~~ SANGAY WADHWAN & MRS. BEENA JIGNANI WADHWAN  
 duly authorized vide a Board Resolution / Power of Attorney dated: 14 JUNE 2013

-OR-

M/s. \_\_\_\_\_  
 a partnership firm/sole proprietorship firm / HUF / limited liability partnership having its office  
 at \_\_\_\_\_  
 through its authorized partner / sole proprietor / authorized signatory/ Karta,  
 Mr. / Ms. \_\_\_\_\_

[Joint Allottee, if any]

- 1. SHR/SMT./MS.
- SON / WIFE / DAUGHTER OF:
- RESIDENT OF:
- NATIONALITY / CITIZEN OF:

-OR-

M/s. \_\_\_\_\_  
 a company incorporated under the Companies Act, 1956 having its Registered Office  
 at \_\_\_\_\_  
 and having corporate identification No. \_\_\_\_\_, acting through its  
 authorized signatory / director Mr. / Ms. \_\_\_\_\_  
 duly authorized vide a Board Resolution / Power of Attorney dated: \_\_\_\_\_

For Eighth North Ventures Private Ltd.

OR

Authorised  
Bunadivva  
Director

(S)

for WILCO RESIDENCES COMPANY PRIVATE LIMITED



101

M/S: \_\_\_\_\_  
 a partnership firm/sole proprietorship firm / HUF / limited liability partnership having its office  
 at \_\_\_\_\_  
 through its authorized partner / sole proprietor / authorized signatory/ Karta,  
 Mr. / Ms. \_\_\_\_\_

[ Joint Author, if any ]

3- SHRI/SHRI/MS: \_\_\_\_\_  
 SON / WIFE / DAUGHTER OF \_\_\_\_\_  
 RESIDENT OF \_\_\_\_\_  
 NATIONALITY / CITIZEN OF \_\_\_\_\_

-OR-

M/S: \_\_\_\_\_  
 a company incorporated under the Companies Act, 1956 having its Registered Office  
 at \_\_\_\_\_  
 and having corporate identification No. \_\_\_\_\_, acting through its  
 authorized signatory / director Mr / Ms. \_\_\_\_\_  
 duly authorized vide a Board Resolution / Power of Attorney dated: \_\_\_\_\_

-OR-

M/S: \_\_\_\_\_  
 a partnership firm/sole proprietorship firm / HUF / limited liability partnership having its office  
 at \_\_\_\_\_  
 through its authorized partner / sole proprietor / authorized signatory/ Karta,  
 Mr. / Ms. \_\_\_\_\_

(hereinafter jointly or individually as the case may be referred to as the "Author", which expression shall unless repugnant to the context and meaning thereof, be deemed to mean and include its successors, legal heirs, executors, administrators, representatives, transferees and permitted assigns) of the **SECOND PART**;

For Eighth North Ventures Pvt. Ltd. -AND-

Authorized

*Banarshan*

*[Signature]*  
Director

(7)

BY 1950 RESIDENCY ACT ANY STATE LIMITED



1. M/S. ADSON SOFTWARE PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at A-17, 1st Floor, Neehi Bagh, New Delhi-110049, through its authorized signatory;
2. M/S. FIVERIVER TOWNSHIP PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, New Delhi-110015 (India), through its authorized signatory;
3. M/S. HARD CORE REALTORS PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at C-4, 1st Floor, Malviya Nagar, New Delhi-110017 (India) through its authorized signatory;
4. M/S. REGAL GREEN LAND PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at 304, Kanchan House, Karampura Commercial Complex, New Delhi-110015 (India), through its authorized signatory;
5. M/S. ORNAMENTAL REALTORS PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at A-17, 1st Floor, Neehi Bagh, New Delhi-110049 (India), through its authorized signatory;
6. M/S. COMMANDER REALTORS PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at A-11, 1st Floor, Neehi Bagh, New Delhi-110049 (India), through its authorized signatory;
7. M/S. FIVERIVER BUILDCON PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, New Delhi-110015 (India), through its authorized signatory;
8. M/S. ASPIRANT BUILDERS PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, New Delhi-110015 (India), through its authorized signatory;
9. M/S. BULLS REALTORS PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at A-11, 1st Floor, Neehi Bagh, New Delhi-110049 (India), through its authorized signatory;
10. M/S. HIGH STAR BUILDERS PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at A-11, 1st Floor, Neehi Bagh, New Delhi-110049 (India), through its authorized signatory;

For Eighth North Ventures Pvt. Ltd.

*(Signature)*

*(Signature)*

*(Signature)*  
Director

(8)

for 1980



EIGHTH NORTH VENTURES PRIVATE LIMITED

11. M/S SU ESTATES PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at A-11, 1st Floor, Neehi Bagh, New Delhi-110049 (India), through its authorized signatory,

(hereinafter collectively referred to as the "Confirming Parties" which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include their successors-in-interest, administrators, executors, authorized representatives, transferees and assigns) of the **THIRD PART.**

(The above-mentioned parties to this Agreement shall also be collectively referred to as the "Parties" and individually as the "Party").

WHEREAS:

(A) The Confirming Parties along with their associate companies ("Associate Companies") are amongst themselves the owners in possession of certain freehold land located in Sector-58, 59, 60, 61 and 62 in the revenue estate of Village Ghata, Ullawas and Behrampur, Tehsil Sohna, District Gurgaon, Haryana (hereinafter referred to as the said "Land"). Out of the said Land, the Confirming Parties along with the Associate Companies are amongst themselves the absolute owners of a substantial part thereof, whereas certain portions are owned by individual land owners ("Land Owners") who have entered into collaboration with them and also vested the Confirming Parties and Associate Companies with the rights to develop and sell the said Land.

(B) The Confirming Parties along with the Associate Companies amongst themselves and on behalf of the Land Owners have obtained various consents and assurances from the Director General Town and Country Planning, Haryana, Chandigarh ("DTCP") with regard to the development of the said Land as a plotted colony under the Haryana Development and Regulations of Urban Areas Act, 1975 ("Act"). The Confirming Parties along with the Associate Companies are continuing to acquire further lands so as to augment the aforesaid plotted colony into a modern residential township (hereinafter referred to as the "TRCO City").

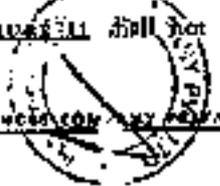
(C) Out of the area comprising the said plotted colony the Confirming Parties along with the Associate Companies are entitled to develop certain areas as group housing colonies. Pursuant thereto the zoning for an area of approximately 17.224 ACRES has been approved and out of this an area of approximately 14.816 ACRES located near Southern Peripheral Road, Sector-58, Gurgaon, Haryana (exclusively owned by the Confirming Parties along with certain Land Owners) has been earmarked for development in a condominium setting as described hereinafter ("License"). Out of the said License an area of 5 ACRES ("Reserved Land") as marked out in the Layout Plan, ANNEXURE III shall not form part For Eighth North Ventures Pvt. Ltd.

Authorized

*[Handwritten Signature]*  
Director

(9)

SU ESTATES PRIVATE LIMITED



of this Agreement and the same shall continue to remain in the ownership and control of the Company/Confirming Parties. The said Reserved Land is owned, funded and developed by the Company at its own cost and the Allottee shall not have any right, title or interest therein, whether of ownership, usage or otherwise whatsoever. The remaining area of 9.816 ACRES has been earmarked for the development of approximately 280 branded residential units, in a condominium/ apartment setting, spread across multiple towers consisting of multiple levels/floors, along with other developed sites/units, complete in all respects in accordance with the specifications set out herein hereinafter referred to as the said "Project").

- (d) The Company has entered into certain agreements each dated 28th September, 2011 with Hyatt International Corporation, a company organized under the laws of Delaware, with its principal place of business located at 71, South Wacker Drive, Chicago, Illinois 60606, U.S.A. ("Hyatt") / its affiliates, as follows:
- (i) License Agreement - pursuant to which the Company is permitted to use, subject to certain conditions, the brand name "Grand Hyatt" for the Residences-Complex;
  - (ii) Technical Services (Residences) Agreement - pursuant to which Hyatt and/or its affiliates shall provide to the Company certain technical services in connection with the planning, building, furnishing, equipping and decorating of the Residences-Complex and the club/recreational facility comprised in the said Project; and
  - (iii) Residences Management Agreement - pursuant to which Hyatt and/or its affiliates shall provide, as an agent of the Company, certain management, maintenance and hospitality services to the club/recreational facility and the Residences-Complex comprised in the said Project, and/or the individual residence-unit.

The License Agreement, Technical Services Agreement and the Residences Management Agreement are hereinafter collectively referred to as the "Hyatt Agreements".

- (e) In pursuance to the Hyatt Agreements, the residential units viz. approximately 280 branded residential units, in a condominium/apartment setting, shall be constructed in accordance with the Building Plans approved/to be approved by the JTCP are proposed to be known by the name "Grand Hyatt Gurgaon Residences" and along with all the open areas, walkways, common areas, parking spaces, whatsoever as may be designated by the Company as forming a part thereof shall collectively form the Residences-Complex ("Residences-Complex")

For Eighth North Ventures Pvt. Ltd

Abhinav (10)

*Abhinav*

Director

(10)

RESIDENCES COMPANY PRIVATE LIMITED



- (v) An affiliate of the Company is developing a hotel upon another parcel of land also located near Southern Peripheral Road, Gurgaon, Haryana, India, and for which the affiliate of the Company has entered into with Hyatt/its affiliates certain Hotel Operations Service Agreement and other agreements ("Hotel-Agreements"), for operations, management and related services to be provided by Hyatt/its affiliates to the "Grand Hyatt Gurgaon" hotel ("Hotel"), which is adjoining to the site of the said Project.
- (a) The Hyatt Agreements are specifically limited in their scope to the Residences-Complex only, and all other developed areas/units of the Project including the EWS units, commercial areas, designated community sites, and other units/shops/ areas comprised in the said Project are specifically excluded from the scope and application of the Hyatt Agreements.
- (w) The Confirming Parties have separately vested the Company with the complete authority and appropriate powers on their behalf as well as on behalf of the Land Owners, to undertake *inter alia* amongst other tasks, the marketing, sale and administration of all the constructed units comprising Residences-Complex including the interest agreed to be transferred hereunder and also to act under and enforce this Agreement on their behalf and in their name if and whenever required. The Company is also fully authorized by the Confirming Parties to receive applications for allotment of the residence-units/apartments, impose conditions, make allotments and otherwise to deal with, negotiate, finalize, sign and execute the sale agreements, conveyance deeds and all such incidental documents, as may be reasonably necessary to give effect to this Agreement, and also to receive the sale consideration and other charges or dues as stated in this Agreement from the purchasers/allottees and to give valid receipts thereof in its own name, and otherwise to do all such acts, deeds or things, as may be deemed necessary, by the Company in its sole discretion, to give effect to this Agreement.
- (i) The Allottee has demanded from the Company and the Company has allowed the Allottee to inspect tentative building plans, ownership records of the said License, various approvals granted by the DTCP in favour of the Confirming Parties and all other documents including the Hyatt Agreements, relating to the rights and title of the Confirming Parties/Company to construct, brand, market and convey the interest agreed to be transferred hereunder in Residences-Complex. The Allottee has agreed that it is fully satisfied in all respects, with regard to the right, title and interest of the Company/Confirming Parties in the said License and there shall be no re-investigation/objections by it in this regard. Furthermore, the Allottee understands that by executing this Agreement, it would be deemed that the Allottee has completed its due diligence to its entire satisfaction, including, *inter alia*, in respect of the representations

Made by the Company and/or the Confirming Parties hereunder.  
 For North Ventures Pvt. Ltd.

*[Signature]*  
 Director

(cc) *[Circular Stamp]*  
 NORTH VENTURES PRIVATE LIMITED

- (j) The Company has clarified to the Allottee that the proposed Layout Plan of the License contain besides the Residences-Complex, other areas/developed units, including dwelling units for economically weaker sections ("EWS units"), commercial areas, designated community sites, club/recreational facility and other units/shops/areas which shall continue to belong to the Confirming Parties until these are transferred by them, but however this Agreement is confined to and limited in its scope only to the sale of the Residence-Unit in the Residences-Complex. The various proposed constructions/build up area comprising the said Project including the towers comprising the residence units/apartments, EWS units, community sites, commercial areas, club/recreational facility, whatsoever shall be hereinafter collectively referred to as the "Buildings".
- (k) The Allottee, after fully satisfying itself with respect to the right, title and interest of the Confirming Parties in the said License, the approvals and sanctions in favour of the Confirming Parties as well as the designs, specifications and suitability of the proposed construction, has applied to the Company vide application dated 1 February 2013 ("Application") for ALLOTMENT of RESIDENCE-UNIT No. T2-17-NS on 17 FLOOR, 2 TOWER having a Super Area of 4625 SQ. FT. [429.66 SQ. METRS.] or thereabouts approximately, together with the exclusive right to use 3 Nos. Parking Spaces which shall form an indivisible part thereof (hereinafter referred to as the "Residence-Unit"). The Residence-Unit shall be finished in accordance with the specifications set out in ANNEXURE-I hereto.
- (l) The Allottee has been made aware that the Company is still in the process of developing the said Project, and in pursuance thereof it is understood and agreed by the Allottee that the location, layout, size or dimension of said Residence-Unit including its Specific Area are tentative and subject to change and may, at sole discretion of the Company, be modified or revised or changed from time to time during the course of its completion and till grant of the Occupation Certificate.
- (m) It is further clarified that the term Super Area of the said Residence Unit is used herein as an artificial device, only for the purpose of computing the consideration for the said Residence-Unit. The Allottee understands, consents and agrees that the transfer pursuant to this Agreement will only be of the Specific Area of the said Residence-Unit, which shall be 74% of the charged Super Area. Although the said Residence-Unit by definition includes the Parking Spaces, these shall not be counted towards the Specific Area of the said Residence-Unit.
- (n) It is specifically clarified by the Company and accepted by the Allottee that the present Layout Plan for the License as depicted herein as ANNEXURE-II and tentative Floor Plan of the Residence-Unit as depicted in the Floor Plan, annexed herewith as ANNEXURE-III and its Super Area which forms the basis for calculation of the Sale Consideration under

For Eighth North Ventures Pvt. Ltd.

*[Signature]*

*[Signature]*  
Director

(12)

80 1260 RESIDENCES CO-OP. SOCIETY PRIVATE LIMITED



107

this Agreement, is subject to change until the construction of the Project is complete in all respects and the competent authority issues the Occupation Certificate under the Act in respect to the relevant tower where the Residence-Unit is located.

(o) It is specifically clarified by the Company and accepted by the Allottee that the Specific Area of the said Residence-Unit, if provided with usable open terrace(s) and balcony(ies), shall also include the area of such terrace(s) and balcony(ies) as provided herein. Notwithstanding the inclusion of such areas, the Allottee shall not cover or construct on such terrace(s) and balcony(ies) and shall only use the same as open terrace(s) and balcony(ies) and in no other manner whatsoever.

(p) The Allottee is aware that the said Residence-Unit derives its landmark status and exclusive appeal from the license granted by Hyatt to the Company for the usage of the brand name "Grand Hyatt" for the said Residences-Complex and the unique value added services/amenities being provided in the Residences-Complex by the Company (and/or Hyatt/its affiliates, as an agent of the Company) coupled with the standards of maintenance consistent with the standards comparable to those generally prevailing in international "Grand Hyatt" branded residences operated by Hyatt and/or its subsidiaries, and as such, the proper up-keep and maintenance thereof is an inseparable aspect of such status and appeal. Towards this end, the Allottee is unconditionally willing to execute the Residences Maintenance & Services Agreement for the Residences-Complex with the MSA (which is an affiliate of the Company, as may be identified and designated by the Company), in the format prescribed by this Agreement and for the term committed by it on behalf of the Allottee/RWA to the MSA. The Allottee understands and agrees, that an affiliate of Hyatt, acting as an agent of the Company/MSA, will provide certain maintenance and other services to the Residences-Complex pursuant to the Residences Management Agreement.

(q) The Allottee acknowledges that the Company has readily provided complete information and clarifications as required by the Allottee, however the Allottee has ultimately relied upon its own independent investigations and judgement, and save and except as specifically represented in this Agreement, the Allottee's decision to purchase the said Residence-Unit is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Company, Confirming Parties, or their selling agents/brokers, or otherwise including but not limited to any representations relating to the said Project, or the apartments/residence-units or the interior spaces therein or any other physical characteristics thereof, the services to be provided to the Allottee, the estimated facilities/amenities to be made available to the Allottee.

For Eighth North Ventures Pvt. Ltd.

*[Handwritten signature]*

(r) *[Handwritten signature]* EIGHTH NORTH VENTURES PRIVATE LIMITED



- (x) The Allottee acknowledges that the Company has readily provided all the information, clarifications with regard to the terms of this Agreement as required by it to its complete satisfaction and that the Allottee has read and understood the present Agreement. Except to the extent contained herein, no other oral or written representation or statement made by the Company or any third party claiming under it shall be considered to be a part of this Agreement or binding on the Company or the Confirming Parties.
- (y) The Allottee has confirmed to the Company that it is entering into this Agreement with full knowledge of all the laws, by-laws, rules, regulations, notifications, as may be applicable to the License, Residence-Complex as well as the said Residence-Unit and that it has clearly read and understood the rights and obligations of the Company and the Confirming Parties, as well as all its rights, duties, responsibilities and obligations under each and every one of the clauses of this Agreement.
- (z) The Allottee has represented and warranted to the Company that it has the legal and valid power and authority to enter into and perform this Agreement.
- (aa) The Allottee hereby also assures, represents and warrants to the Company and the Confirming Parties that it shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the said Residence-Unit, the said Project and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the Allottee, the Company and the Confirming Parties have agreed to enter into this Agreement for sale of the said Residence-Unit to the Allottee.
- (ab) The Company, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations agreed herein in letter and spirit, has accepted in good faith the Application and is now willing to enter into this Agreement on the terms and conditions hereinafter set forth in this Agreement.
- (ac) Based on the above mentioned assurances, warranties and representations of the Allottee and also subject to due and faithful performance by the Allottee of all its obligations set out herein, the Confirming Parties assure the Allottee that they shall remain bound along with the Company to execute the Conveyance Deed for the said Residence-Unit in favour of the Allottee on their own behalf as well as on behalf of the Land Owners and in token of which they have joined the Company in executing this Agreement as Confirming Parties hereof.

For Eighth North Ventures Pvt. Ltd.

*[Signature]*  
Director

(14)



AN INDEPENDENT COMPANY PRIVATE LIMITED

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NOW, THEREFORE, THIS AGREEMENT BY and BETWEEN THE PARTIES WITNESSES AS UNDER:

(1) DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms wherever used in this Agreement, when capitalized, shall have the meaning assigned herein unless repugnant to or contrary to the context and meaning thereof. When not capitalized such words shall be attributed their ordinary meaning:

"Act" shall mean The Haryana Development and Regulation of Urban Areas Act, 1975.

"Agreement" shall mean this Residence Purchase Agreement including all preliminary recitals, preamble, annexures, exhibits, schedules attached hereto and terms and conditions for the allotment of the said Residence-Unit and/or Parking Space(s) in Residences-Complex, executed by the Company, the Confirming Parties and the Allottee.

"Apartment Act" shall mean The Haryana Apartment Ownership Act, 1983.

"Application" shall mean the application dated 1 February 2013 for the provisional allotment of the Residence-Unit and/or the Parking Space(s) in Residences-Complex.

"Basic Sale Price" shall have the same meaning as ascribed to it in Clause 4.1 of this Agreement.

"Brand Standards" shall have the same meaning as ascribed to it in Clause 17.1 of this Agreement.

"Buildings" shall have the same meaning as ascribed to it in the preliminary Recital (J) of this Agreement.

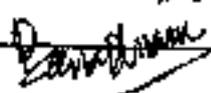
"Building Plans" shall mean the Building Plans of the Project as submitted/as approved under the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 and shall include all subsequent revisions thereof.

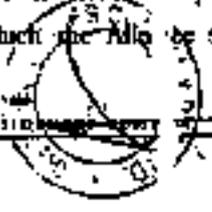
"Bye-Law" shall have the same meaning as ascribed to it in Clause 20.4 of this Agreement.

"Commitment Period" shall have the same meaning as ascribed to it in Clause 14.3 of this Agreement.

"Common Areas" shall mean all such parts/areas in the Project as shall be specified by the Company/Confirming Parties as such, in the Declaration and which the Allottee shall use on a non-exclusive basis for the use of the Allottee.

For Eighth North Ventures Pvt. Ltd.

Authorized  Director

(15)  EIGHTH NORTH VENTURES PRIVATE LIMITED

UNITED

shared, non-exclusive basis with other occupants of the Project. Such Common Areas may include corridors and passages, atrium, common toilets, AHU rooms, security/fire control room(s), all electrical shafts, D.G. shafts, A.C. shafts, pressurization shafts, plumbing and fire shafts on all floors and rooms, staircases, mummies, and water tanks. In addition, entire service area in the basement including but not limited to electric substation, transformers, D.G. set rooms, under ground water and other storage tanks, AC plant room, pump rooms, maintenance and service rooms, lift, lift room, fan rooms, drawings and circulation areas etc.

"Completion Certificate" shall mean the Completion Certificate for the Project as issued by the DTCP under the Punjab Rules, and shall include any "Partial Completion Certificate".

"Conveyance Deed" shall mean deed of conveyance which shall convey the title of the Residence-Unit in favour of the Allottee in accordance with this Agreement.

"Declaration" shall mean the declaration (including any amended declaration) filed or to be filed under the Apartment Act, with the competent authority, with regard to the residence units/apartments/Buildings/Residences-Complex/Project.

"Delay Compensation" shall have the same meaning as ascribed to it in Clause 14.4 of this Agreement.

"DTCP" shall mean the Director General Town and Country Planning, Haryana, Chandigarh and any other relevant officer exercising his powers.

"Development Charges" shall mean the amount payable by the Allottee, on account of the internal and external development works including but not limited to the following:

- i. External Development Charges (EDC) and/or any enhancements thereof;
- ii. Infrastructure Development Charges (IDC);
- iii. Infrastructure Augmentation Charges;
- iv. Any other charges, for executing the external infrastructure work/facilities/services, in addition to the EDC as specified above, on account of the acquisition/development of a 24 meter, or other external road (including the laying of any services along these roads), or for the setting up and installation of electrical sub stations (66 KVA capacity and above), or for the laying out/relocation of transmission lines, or for any other similar infrastructural work/facilities/services, as the DTCP or other Government authority, may in

For Eighth North Ventures Pvt. Ltd.

Attested by

*[Signature]*

Director

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At 1800 RESIDENCE CO-OP. PRIVATE LIMITED



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the future, assign to the Confirming Parties/recover charges for;

- v. The cost of such other development/infrastructure works as may be undertaken by the Company, that are not specifically covered elsewhere;
- vi. Interest paid on EDC/IDC to the government and carrying cost on the fund deployed by the Company for the above mentioned charges at the rate of 15% per annum.

"Earnest Money" shall have the same meaning as ascribed to it in Clause 7 of this Agreement.

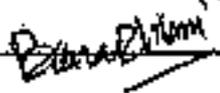
"EWS works" shall have the same meaning as ascribed to it in preliminary Recital (j) of this Agreement.

"Floor Plan" shall mean the Floor Plan of the Residence-Unit as depicted in ANNEXURE-III annexed to this Agreement.

"Force Majeure" shall mean any event beyond the reasonable control of the Company or Confirming Parties by itself or in combination with other events or circumstances which cannot (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precautions and/or alternative measures, have been prevented, or caused to have been prevented, and which impairs or adversely affects the Company's/Confirming Parties' ability to perform its/ their obligation under this Agreement, and which events and circumstances shall include but not be limited to a) acts of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities; b) explosions or accidents, air crashes and shipwrecks; c) strikes or lock outs, industrial dispute; d) non-availability of cements, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries or otherwise; e) war and hostilities of war, riots or civil commotion; f) non-grant, refusal, delay, withholding, cancellation of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals from any governmental authority, including any delay beyond the control of the Company/Confirming Parties, in issuance of the Occupation Certificate, Completion Certificate and/or any other approvals/certificate as may be required; g) any matter, issues relating to grant of approvals/permissions, notices, notifications by a competent authority becoming subject matter of any suit/writ before a court of law; h) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Company/Confirming Parties from complying with any or all the terms and conditions as agreed in this Agreement; i) economic recession; j) any event or circumstances analogous to the foregoing.

"Grace Period" shall have the same meaning as ascribed to it in Clause 14.3 of this Agreement.

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"Grand Hyatt Gurgaon Residences" shall have the same meaning as ascribed to it in the preliminary Recital (F) of this Agreement.

"Holding Charges" shall have the same meaning as ascribed to it in Clause 14.2 of this Agreement.

"Hoed" shall have the same meaning as ascribed to it in the preliminary Recital (F) of this Agreement.

"Hotel Agreements" shall have the same meaning as ascribed to it in the preliminary Recital (F) of this Agreement.

"House Rules" shall have the same meaning as ascribed to it in Clause 17.1 of this Agreement.

"Hyatt Agreements" shall have the same meaning as ascribed to it in preliminary Recital (D) of this Agreement.

"IFMS" shall have the same meaning as ascribed to it in Clause 17.4 of this Agreement.

"Land" shall have the same meaning as ascribed to it in preliminary Recital (A) of this Agreement.

"Layout Plan" shall mean the internal layout plan of the various components of the License within its peripheral boundaries as depicted in ANNEXURE-11 annexed to this Agreement.

"License" shall have the same meaning as ascribed to it in preliminary Recital (C) of this Agreement.

"Maintenance Service Agency" or "MSA" shall mean such affiliate of the Company appointed/designated by the Company for providing all or any of services related to the maintenance and upkeep of the Residences-Complex.

"Maintenance & Services Charges" shall mean the charges to be paid by residence-unit owners for (i) the maintenance services, (ii) contributions to the Sinking Fund for capital equipment replacement, (iii) insurance premiums for the Common Areas, (iv) the Hyatt Fee (a fee equal to 15% of the cost of delivering the maintenance services payable to Hyatt/its affiliate on monthly basis), (v) Administrative Mark-Up (15% of the cost of delivering the maintenance services payable to the MSA), and (vi) all such sums specifically designated herein or in the Residences Maintenance & Services Agreement as forming a part of the Maintenance & Services

For Eighth North Ventures Pvt. Ltd.

Annexure 11

*[Handwritten Signature]*

Director

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Charges including power consumption charges and every other amount payable on account of third party charges payable collectively for the Residences-Complex or on behalf of the residence-unit owners, like municipal taxes, statutory taxes, enhanced external development charges, enhanced infrastructure development charges, infrastructure augmentation charges, and such like.

"Notice of Possession" shall have the same meaning as ascribed to it in Clause 14.1 of this Agreement.

"Notice of Termination" shall have the same meaning as ascribed to it in Clause 23.1.10f of this Agreement.

"Occupation Certificate" shall mean the Occupation Certificate for any of the building to be constructed in the Project as issued, individually or collectively, by the DTCP under the Punjab Rules.

"Parking Spaces" shall mean the covered car parking spaces allocated for the exclusive use along with the said Residence-Unit.

"Payment Plan" shall mean the Payment Plan attached to this Agreement in ANNEXURE-12.

"PLC" shall mean the Preferential Location Charges referred to in Clause 4.2.2 and shall have the same meaning as ascribed to it in Clause 11.8 of this Agreement.

"Project" shall have the same meaning as ascribed to it in the preliminary Recital (c) of this Agreement.

"Punjab Rules" shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965.

"Reserved Land" shall have the same meaning as ascribed to it in preliminary Recital (a) of this Agreement.

"Residences-Complex" shall have the same meaning as ascribed to it in the preliminary Recital (B) of this Agreement.

"Residence Maintenance & Services Agreement" shall mean the maintenance & services agreement to be executed between the Allottee, Company/Confirming Parties and the MSA, which shall be substantially in the form annexed as ANNEXURE-9 to this Agreement.

For Eighth North Ventures Pvt. Ltd.

Authorized

*[Signature]*

*[Signature]*  
 Director

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for INFO RESOURCES CONSULTANTS PRIVATE LIMITED



LIMITED

"Residence-Unit" shall have the same meaning as ascribed to it in the preliminary Recital (d) of this Agreement.

"RWA" or the Residents Welfare Association shall mean the registered society comprising the owners in the Project or parts thereof to be formed in due course by the Company/Confirming Parties pursuant to the provisions of the Apartment Act.

"Sale Consideration" shall have the same meaning as ascribed to it in Clause 4.2 of this Agreement.

"Sinking Fund Account" shall have the same meaning as ascribed to it in Clause 17.5 of this Agreement.

"Specific Area" of the said Residence-Unit shall mean and include the entire area enclosed by its periphery or internal walls, columns, internal shafts including area of the balconies/terrace(s) reserved for exclusive use with the said Residence-Unit if any and half the area of walls common with other residence-units/apartments which form integral part of the said Residence-Unit shall be included in the Specific Area of the said Residence-Unit.

"Super Area" of said Residence-Unit shall be the sum of the Specific Area of the said Residence-Unit and an additional factor to allow for inclusion of premium construction, features, facilities, services and the indivisible pro-rata share of the Common Areas in Project up to its periphery (excluding the areas specified herein as excluded or to be dealt with by the Company in accordance with law or as specified herein as retained in the ownership of the Confirming Parties and/or the Company).

"TP Act" shall mean the Transfer of Property Act 1882.

"Zoning Plan" shall have the same meaning as ascribed to it under the Punjab Rules.

(2) INTERPRETATION

Unless the context otherwise requires in this Agreement

2.1 The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two.

For Eighth North, ~~Yashwanth~~ Pvt. Ltd.  
 Director

Director

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RESIDENCES COMPANY PRIVATE LIMITED



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- 2.2 Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- 2.3 Reference to the words "include" or "including" shall be construed without limitation;
- 2.4 Any reference in this Agreement to the terms "herein", "hereto", "hereunder", "hereof", or "thereof" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used except where the context otherwise requires. Unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement;
- 2.5 Reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, or such other agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated;
- 2.6 The headings/captions in this Agreement are given for convenience and are indicative only. They do not purport to define, limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be derived by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of the captions provided;
- 2.7 The preliminary recitals are an integral part of this Agreement and any provisions contained in the preliminary recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this Agreement.
- 2.8 The word 'person' shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, any government authority or any other entity or organization.
- 2.9 In accordance with internationally accepted conversion rates, the measure of 1(one) square feet wherever used shall be equal to 0.09290304 square meter.

13) HYATT BRAND CONDITIONS

The Allottee acknowledges that:

(1) ~~FOCUS~~ is a registered trademark of Hyatt. Neither ~~Focus~~ nor any of its partners

*Signature* \_\_\_\_\_ (sr) \_\_\_\_\_ *Signature* \_\_\_\_\_

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PRIVATE LIMITED

or affiliates is in any way participating in or endorsing the offering and none of them will receive any proceeds from the sale of the residence-units. Neither the Allottee, nor the allottees, nor any person claiming through or under them, nor the RWA, will acquire any interest in the "Grand Hyatt" name or the Hyatt trademarks through the purchase of the Residence-Unit. Hyatt has neither endorsed nor approved the financial aspects relating to the sale of the residence-units pursuant to any public disclosure documents.

- (2) In order to continue to retain the limited rights to the "Grand Hyatt" brand name and trademarks, the Residences-Complex must be operated and maintained and the residence-units must be marketed and sold in accordance with the Brand Standards. An affiliate of Hyatt will, as an agent of the Company/the MSA, manage the Residences-Complex pursuant to one or more supervisory or management agreements executed between the MSA and/or the RWA, and the "Grand Hyatt" brand name and trademarks will not continue to be associated with the Residences-Complex upon termination of those agreements, or the termination of the Residences Management Agreement or the Hotel Agreements for any reason whatsoever.
- (3) The right and license to use the "Grand Hyatt" brand name and trademarks is only for Residences-Complex, and residence-unit purchasers and/or the RWA shall not have the right to use it for parts of the Common Areas or inside the residence-units being acquired by any allottee. There exists no joint venture, joint enterprise, partnership, ownership or similar relationship between the MSA and Hyatt. Neither Hyatt nor its affiliates have any ownership interest in the Hotel, Residences-Complex or any of the residence-units or any responsibility for the marketing and sale of the residence-units.
- (4) If the Hotel Agreements are terminated, the Hotel, the Residence-Complex and each of the residence-units must cease using the "Grand Hyatt" brand name and trademarks.
- (5) Certain fees, costs and expenses incurred to maintain the residence-units to the standards required by the Residences Management Agreement are part of the expenses for common areas of the Residences-Complex and/or the club at the Residences-Complex. The failure of the Allottee (or the RWA) or the MSA to approve budgets sufficient to cover required expenses for management, maintenance and other services could result in a failure to maintain the Brand Standards and accordingly, a termination of the Residences Management Agreement. Hyatt, and its affiliates are not responsible for and make no representation or warranty concerning (i) the construction of the residence-units, common areas of the Residences-Complex, or the club in the Residences-Complex, (ii) obtaining required permits, licenses and approvals to develop the residence-units, common areas of the Residences-Complex or the club in the Residences-Complex, and (iii) sale of the

For Eighth North Ventures Pvt. Ltd.

Authorized

Director

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RESIDENCES COMPANY PRIVATE LIMITED

residence-units or ensuring that the residence-units are sold in accordance with all applicable laws, codes, ordinances and other governmental requirements. Hyatt or its affiliates retention and exercise of rights of approval or inspection with respect to the marketing and sale of residence-units are for the purpose of protection of its and its affiliate's interest in the "Hyatt" or "Grand Hyatt" brand name and trademarks only. The Company has the sole right and responsibility for the manner and means by which the residence-units are sold.

(6) The Allottee acknowledges that the Company's rights to develop the Residences-Complex and sell the residence-units under the name "Grand Hyatt" are governed by a License Agreement with Hyatt. The Allottee represents that it is not acquiring its Residence-Unit with the expectation that the "Grand Hyatt" name and trademark's will continue to be associated with the Residences-Complex during its entire period of ownership. The Allottee has read and understands the Residences-Complex's relationship with the "Grand Hyatt" brand name and trademarks as described in the marketing/public offering statement.

(7) The Allottee understands that even though the Company has, as Licensee, licensed the right to use the "Grand Hyatt" brand name and trademarks from Hyatt with respect to the Residences-Complex, the Residences-Complex cannot be so branded since such license does not commence until the date of formal opening of the Hotel. The Allottee has been informed by the Company that in the event the said Hotel is not ready at the time of handing over possession of the Residence-Unit, then in such event the Company shall hand over possession of the Residence-Unit without any branding of the Residences-Complex and the Allottee acknowledges and agrees to (1) accept possession of the Residence-Unit without any branding of the Residences-Complex, (2) an affiliate of the Company shall render the maintenance services to the Residences-Complex, and (3) that Hyatt, or its affiliate, shall have no obligation to render, as an agent of the Company, certain maintenance and hospitality services to the Residences-Complex. Further, it is only once the said Hotel is open that an affiliate of Hyatt, acting as an agent of the Company, will provide certain maintenance and hospitality services to the Residences-Complex.

(8) Notwithstanding the Sub-Clause 7 above, the Allottee understands that, as and when the Company and Hyatt decide to brand the Residences-Complex, which date shall be on or before the formal opening of the Hotel, then in such an event an affiliate of Hyatt would, as an agent of the Company provide certain maintenance and hospitality services to the Residences-Complex.

For Eighth North Ventures Pvt. Ltd.

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Director



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## (4) CONSIDERATION AND CONDITIONS

4.1 In accordance with the terms and conditions as set out in this Agreement, the Company/Confirming Parties hereby agrees to sell, transfer and convey, and the Allottee agrees to buy, the said Residence-Unit having an approximate Super Area of 4615 sq. ft. (429.66 sq. MTR.) @ a BASIC SALE PRICE of RS. 25900/- per sq. ft. of Super Area i.e. total of RS. 119787500/- (Rupees Eleven Crores Ninety Seven Lakh Eighty Seven Thousand Five Hundred Only only) hereinafter referred to as the "Basic Sale Price".

4.2 In addition to the Basic Sale Price of the said Residence-Unit, the Allottee has agreed and accepted to pay the costs, charges, fee and deposits as set out in this Agreement including the following:

4.2.1 DEVELOPMENT CHARGES at the rate of RS. 518/- per sq. ft. of SUPER AREA; (The Development Charges mentioned above are based on the estimated rates and do not include certain components including external infrastructure work/facilities/services which shall be determined/reconciled-finalized later and the same shall be payable by the Allottee as and when demanded by the Company.)

4.2.2 PLE at the rate of RS. 1000/- per sq. ft. of SUPER AREA;

4.2.3 CLUB MEMBERSHIP CHARGES (mandatory) at an aggregate of RS. \_\_\_\_\_/-

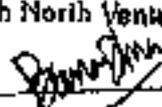
The Basic Sale Price along with all the charges listed above shall constitute and be hereinafter referred to as the "Sale Consideration" and shall be payable by the Allottee in the manner set out in the Payment Plan selected and agreed by the Allottee and annexed herewith as ANNEXURE-IV. Except to the extent agreed in Clause 4 and Clause 9 herein, the Sale Consideration shall not be subject to escalation.

4.3 The Company may improve upon, modify or upgrade the specifications of the Residences-Complex / the said Residence-Unit with a view to enhance the technological, aesthetic features or considerations of efficiency or better building methodology, better maintenance and/or utilization of installations etc., as may be advised to it and/or deemed fit in its sole discretion, subject however to the condition that the increase on such account shall be limited upto a maximum 5% of the Basic Sale Price. Any increased cost to be passed on to the Allottee under this Clause shall be calculated on a cost plus incidentals alongwith overhead and administrative charges at the rate of 10% thereon.

4.4 The Allottee understands and agrees that the Basic Sale Price of the said Residence-Unit has been calculated based on the prevailing purchase rates of raw materials and input costs

For Eighth North Ventures Pvt. Ltd.

Abhinav (26)

  
Director

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FOR EIGHTH NORTH VENTURES PRIVATE LIMITED



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including all services at the time of original booking ('Input Costs'). The escalation, if any, in the Input Costs, on the expiry of the Grace period or handing over of possession of the said Residence-Unit, whichever occurs earlier ('Chargeable Period') to the extent of 10% thereof shall be absorbed by the Company and balance shall be paid by the Allottee. Furthermore, such escalation shall be charged on such percentage of the Basic Sale Price being the deemed Input Costs to the Company, as assessed by the Company at quarterly intervals. As on the date of this Agreement, the deemed Input Costs is 55% of the Basic Sale Price ('Chargeable Escalation'). The benchmark for determining the escalation in the Input Costs shall be the Wholesale Price Index derived from the monthly indexed rates for 'All Commodities' published on the website of the Economic Advisor to the Government of India, Ministry of Commerce and Industry at 'http://ainindustry.nic.in' ('WPI'). The escalation in the Input Costs shall be calculated as the difference between the published WPI for the month in which the original booking for the said Residence-Unit is made ('Base WPI') and the WPI for the last month of the Chargeable Period ('Escalated WPI'). The Allottee shall be liable to pay the Chargeable Escalation on demand by the Company, in accordance with the Super Area of the said Residence-Unit, irrespective of the Payment Plan. The Allottee agrees that if at any point during the Chargeable Period the Government of India stops publishing the WPI due to any reason(s), the Base WPI as well as the Escalated WPI shall be derived from alternative indexed rates published by the Government of India or any national institute of repute.

4.5 The stamp duty charges on the Sale Consideration and registration charges as applicable for execution of the Conveyance Deed in favour of the Allottee shall be paid extra in accordance with the Payment Plan ANNEXURE-IV or as and when demanded by the Company.

4.6 It is expressly made clear by the Company and the Confirming Parties and agreed by the Allottee that the payment of Development Charges shall always be solely to the account of the Allottee and to be borne and paid by the Allottee in the proportion of the Super Area of the said Residence-Unit to the total super area of all the Buildings. The Allottee understands that the Company has a right to demand and recover any additional/balance amount of the Development Charges on finalization/reconciliation of the estimated rates charged herein. The Allottee undertakes to pay the balance/enhanced/revised Development Charges, in proportion of the Super Area of the said Residence-Unit to the total super area of all the Buildings as and when the same demanded from the Allottee by the Company. If any balance/enhanced/revised charges for EDC/IDC or by whatever name called is levied with retrospective effect including interest thereon as charged by DTCP whether before or after the execution of the Conveyance Deed in respect of the said Residence-Unit, the Allottee agrees and undertakes to also pay such balance/enhanced/revised charges on demand by the

For Eighth North Ventures Pvt. Ltd.

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Director

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Company or the MSA as the case may be in proportion of the Super Area of the said Residence-Unit to the total super area of all the Buildings.

- 4.7 The Sale Consideration including the Basic Sale Price has been fixed after taking into account the taxes *and/or* other statutory dues as are determinable up to the date of the said Application. The Allottee agrees and undertakes to pay any fresh incidence thereof that may be applicable on account of any fresh tax, levy, fees charges, statutory dues or cess whatsoever including Value Added Tax (VAT), G.S.T., Service Tax, etc., which shall also include any enhancement or increase thereof, even if it is retrospective in effect, in the proportion of the Super Area of the said Residence-Unit to the total super area of all the Buildings. The Allottee undertakes to pay such proportionate amount, if any, promptly on demand by the Company.
- 4.8 It has been made clear by the Company and the Allottee understands and agrees that although the Sale Consideration for the said Residence-Unit is calculated on the basis of the Super Area, what is agreed to be sold/transferred/conveyed hereunder is only the Specific Area of the said Residence-Unit and the inclusion of Common Areas in the Super Area of the said Residence-Unit does not give any exclusive ownership, right, title or interest therein to the Allottee. However, subject to the due observance and compliance of its obligations under this Agreement and the Residence's Maintenance & Services Agreement to be executed in due course, including timely payments of the Maintenance & Services Charges and other charges thereunder, the Allottee shall have a common right along with the other lawful occupants of Residences-Complex to use the Common Areas and facilities provided in the Project. The designated Common Areas and the facilities in the said Project shall continue to vest in the Company/Confirming Parties till such time as these or portions thereof are either transferred to the RWA in accordance with the Apartment Act or otherwise dealt with by the Company in accordance with law. Further, the Reserved Land shall continue to remain in the ownership and control of the Company/Confirming Parties.
- 4.9 The Allottee agrees and understands that except as expressly provided herein, it shall have no ownership claim over or in respect of lawns if any, designated for the exclusive use of specified ground floor residence-units, all or any open spaces, parking spaces except those allotted to the Allottee, commercial areas, club/recreational facility, community sites, Reserved Land, etc., none of which have been included in the Super Area and all such areas shall remain the property of the Company/Confirming Parties, who shall be free to deal with these in accordance with law. The Allottee shall only have a joint and non-exclusive right of use of the Common Areas in accordance with the terms and conditions stipulated in this Agreement, Conveyance Deed, *and/or* the Residence's Maintenance &

For Eighth North Ventures Pvt. Ltd.

*Abhishek*

Director

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RESIDENCE COMPANY PRIVATE LIMITED

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Services Agreement. All such areas which have not been specifically sold or which do not form part of the Common Areas set out in the Declaration, shall continue to vest with the Company/Confirming Parties, subject to the terms of this Agreement.

4.10 The Company proposes to separately develop a large "organized green" area comprising a composite block of approximately 50 acres in the surrounding projects being developed by it including the Reserved Land. Subject to the success of certain further efforts being made by the Company and necessary approvals from the Government, the said "organized green" shall be spread over several projects being developed by the Company, in the IREQ City including the area excluded herein as the Reserved Land and marked out as such in the Layout Plan, ANNEXURE-11. The said Reserved Land falls outside the ambit of this Agreement and it has not been included while calculating the Super Area for the said Residence-Unit and the Allottee hereby acknowledges and agrees that it shall not have any right, title or interest therein, whether of ownership, usage or otherwise whatsoever on the Reserved Land. Further, the Reserved Land shall not form part of the Common Areas to be set out in the Declaration to be filed in due course for the License. The Company shall further endeavour, subject to obtaining requisite approvals to develop upon the said "organized green", including the Reserved Land, a golf park.

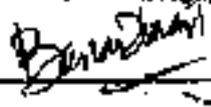
4.11 The Allottee further understands and agrees that there is a variance in the value of the commercial areas, club/recreational facility and community sites vis-à-vis the Residence-Unit and also inter se between each category. Accordingly, the Allottee agrees that the Company may, at its sole discretion, determine the relative value of the various residence-units / apartments, and other EWS units, commercial areas, club/recreational facility and community sites for calculating their proportionate share in the Common Areas and facilities for the purpose of the Declaration to be filed under the Apartment Act.

15) MODE OF PAYMENT

All payments to be made by the Allottee under this Agreement, unless specified otherwise in writing by the Company, shall be vide a demand draft/banker's cheque/ordinary cheque payable at par at New Delhi in favour of "IREQ RESIDENCES COMPANY PVT. LTD.". All payments shall be subject to their actual realization in the above mentioned account. The date of credit into the above account shall be deemed to be the date of payment and exchange rates prevailing as on such date shall be applicable for payments made in foreign currency.

16) APPORTIONMENT

The Allottee agrees that the Company shall adjust all the amounts received from the Allottee first towards interest on overdue installments and only thereafter towards the previous/overdue installments, both on other outstanding demand and finally the balance, if any, should be adjusted

*Authorized*  
  
  
 Director

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 IREQ RESIDENCES COMPANY PRIVATE LIMITED

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towards the current installment or current dues towards which the payment has been tendered.

(7) EARNEST MONEY

The Company and the Allottee hereby agree that 20% (Twenty Percent) of the Sale Consideration of the Residence-Unit shall be deemed to constitute the "Earnest Money".

(8) PAYMENT OF INSTALLMENTS

8.1 The Allottee has opted for the Payment Plan annexed herewith as ANNEXURE-IV. The Allottee understands that it shall always remain responsible for making timely payments in accordance with the Payment Plan, ANNEXURE-IV. Only in the case of a construction linked Payment Plan, the Company shall be obliged to send demand notices for installments on or about the completion of the respective stages of construction. The demand notices shall be sent by registered post/courier and shall be deemed to have been received by the Allottee within 05(five) days of dispatch by the Company or receipt thereof, whichever is earlier.

8.2 It shall not be obligatory on the part of the Company to send any reminders for any payments whatsoever. Although the Company shall not be obliged to send demand notices other than for the construction linked Payment Plan, or any reminders whatsoever for payments of the installment, in the event that any such notices or reminders are sent by the Company to the Allottee, as a gesture of courtesy, these shall not, under any circumstances, be construed or deemed to be a waiver of the obligations and responsibility of the Allottee to itself make timely payments in accordance with the Payment Plan or in response to such demand notices in the case of a construction linked Payment Plan.

8.3 If the Allottee prepays any installment(s) or part thereof to the Company before it falls due for payment, the Allottee shall be entitled to pre-payment rebate on such prepaid amounts at the interest rate declared by the Company for this purpose from time to time. The interest on such prepaid installment(s) shall be calculated from the date of prepayment up till the date when such amount would actually have become due. The credit due to the Allottee on account of such pre-payment rebate shall however be adjusted/paid only at the time of final installment for the said Residence-Unit.

8.4 The Allottee shall be liable to pay simple interest on every delayed payment, at the rate of 20% per annum from the date that it is due for payment till the date of actual payment thereof. In case the Allottee defaults in making payment of the due installment (including partial default) beyond a period of 90 days from the due date, the Company shall be entitled to cancel the Allotment and terminate this Agreement at any time thereafter in accordance herewith. However, the Company may, alternatively, in its sole

For Eighth North Ventures Pvt. Ltd.  
 Director

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ANNE RESIDENCE COMPANY PRIVATE LIMITED

discretion, instead decide to waive its right to terminate this Agreement and enforce the payment of all its dues from the Allottee by seeking Specific Performance of this Agreement. Further, in every such case of delayed payment, irrespective of the type of Payment Plan, the subsequent credit of such delayed installments/payments along with delayed interest in the account of the Company shall not however constitute waiver of the right of termination reserved herein and shall always be without prejudice to the rights of the Company to terminate this Agreement in the manner provided herein.

8.5 Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the said Residence-Unit, or where the Company has given its permission to mortgage to any bank, financial institution or company for extending a loan to the Allottee against the said Residence-Unit, the Company shall not be responsible towards any other third party, who has made payments or remittances to the Company on behalf of the Allottee and any such third party shall not have any right against the said Residence-Unit or under this Agreement whatsoever. The Company shall issue the payment receipts only in favour of the Allottee. Notwithstanding the above, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement, on time.

8.6 The Allottee may obtain finance/loan from any financial institution, bank or any other source, but the Allottee's obligation to purchase the said Residence-Unit pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance. The Allottee would remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the said Residence-Unit. The Allottee agrees and has fully understood that the Company shall not be under any obligation whatsoever to make any arrangement for the finance/loan facilities to the Allottee from any bank/financial institution. The Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Company in accordance with the Payment Plan opted by the Allottee in terms of this Agreement on the grounds of the non-availability of bank loan or finance from any bank/financial institution for any reason whatsoever and if the Allottee fails to make the due payment to the Company within the time agreed herein, then the Company shall have right to terminate this Agreement in accordance herewith.

8.7 Furthermore, in every case where the Allottee has obtained a loan/finance from a bank, financial institution or any other source and for which a tripartite agreement has also been executed by the Company, it is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loan/finance, shall also be deemed to constitute a default by the Allottee of this Agreement, whereupon or at the written

For Eighth North Ventures Pvt. Ltd.

*[Signature]*  
Director

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request of such bank, financial institution or person from whom such loan has been obtained the Company shall be entitled to terminate this Agreement.

[9] STATUTORY TAXES AND OTHER DUES

- 9.1 The Allottee shall always be responsible and liable for the payment of all Municipal Taxes, Property Tax, VAT, G.S.T., Service Tax, enhancement of Development Charges, etc., wherever applicable and any other third party/statutory taxes including enhancements thereof, even if they are retrospective in effect as may be levied on the Confirming Parties/ Project, or the Company (in the proportion of the Super Area of the said Residence-Unit to the total super area of all the Buildings) as determined by the Company/MSA. All such amount shall be payable on demand either to the Company or the MSA as the case may be.
- 9.2 In addition to the above mentioned, the Allottee shall also be liable to pay it's prorated share of charges and/or other demands raised by the Government of Haryana or any other authority, with a view to recover the cost of development for sector roads, state/national highways, transport, irrigation facilities, power facilities, environment conservation schemes, welfare or special project/scheme, etc.
- 9.3 In case any of the above demands has been made by the concerned authority after the execution of the Conveyance Deed in favour of the Allottee, then in that event the share of the Allottee in the proportion of the Super Area of the said Residence-Unit to the total super area of all the Buildings as determined by the Company shall be treated as unpaid Sale Consideration of the said Residence-Unit and the Company shall have first charge/lien on the said Residence-Unit to the extent of such unpaid amount, till such amount is paid to the Company.

[10] FOREIGN EXCHANGE MANAGEMENT ACT

In the event that the Allottee is a Non-Resident Indian (NRI), Person of Indian Origin (PIO), Foreign National of Indian Origin (FNIO), Overseas Citizen of India (OCI) or is otherwise bound to comply with the provisions of the Foreign Exchange Management Act, 1999 (or any substitute or derivatives thereof) or with any of the rules and regulations of the Reserve Bank of India or compliance under any other applicable law, governing the actions of such Allottee including those for the remittance of payments into and out of India or for acquisition, sale, transfer of immovable property, then the Allottee shall provide the Company with such permissions, approvals, consents, no objection certificates, etc., as would enable the Company to lawfully carry out its obligations under this Agreement. The Allottee shall have the sole responsibility to duly fulfill at all times, all or any of the said compliances and to furnish suitable certifications/consents/permissions thereof to the Company/Confirming Parties and the

For Eighth North Measures Pvt. Ltd.  
Director

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SHREE RESIDENCE COMPANY PRIVATE LIMITED

Company/ Confirming Parties accepts no responsibility in this regard. The Allottee agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India or under applicable law, then the Allottee shall alone be liable for any consequences thereunder. The Allottee agrees hereby to keep the Company fully indemnified, saved and harmless in this regard.

(ii) VARIATION IN PLANS, LOCATION AND SIZE

11.1 The Company is in the process of constructing and completing the said Project in accordance with the Layout Plan and Building Plans submitted/to be submitted to the DTCP for approval. The Allottee has clearly understood that there could be changes, alterations, modifications in the said Layout Plan/Building Plans and/or drawings, layout, elevations, specifications, height, dimensions, finishing, etc., that are necessitated during the construction of the said Residence-Unit or as may be required by any statutory authority(ies) or otherwise and the Allottee undertakes to raise no objection thereto.

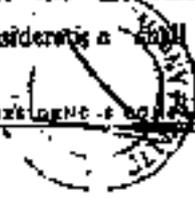
11.2 The final Specific Area of the said Residence-Unit shall be determined only after completion of development and construction of the Project. After accounting for changes, in the Specific Area of the said Residence-Unit and change in location, if any, on the date of possession, the final and confirmed Super Area shall be incorporated in the Conveyance Deed and the final floor plan thereof shall be annexed to the Conveyance Deed.

11.3 The Allottee understands and agrees that the Layout Plan and Floor Plan of the Residence-Unit could be revised during the ongoing course of completion/construction. Every attempt shall be made by the Company to adhere to the size, location and layout of the said Residence-Unit as specified in this Agreement. However, in the event that there is any change in the said Residence-Unit's layout or location or variation in its size to the extent of ±10% at the time of final measurement (as contemplated hereinafter), the applicable Sale Consideration, shall either be payable or refundable, as the case may be, proportionately at the rate agreed herein, without any interest thereon. No other claim, whatsoever, monetary or otherwise shall lie against the Company and/or the Confirming Parties nor shall be raised otherwise or in any manner whatsoever by the Allottee. PLC, if applicable, shall also be payable or refundable as the case may be.

11.4 In the event that variation in the Super Area of the said Residence-Unit is greater than ±10%, at the time of final measurement and the same is not acceptable to the Allottee, every attempt shall be made to offer the Allottee an alternative residence-unit/apartment of a similar size at another location within Residences-Complex subject to availability. In the event that such an alternate residence-unit is available and the Allottee accepts the same, the proportionate Sale Consideration shall be payable or refundable as the case may be.

For Signature of Allottee, the proportionate Sale Consideration shall be payable or refundable as the case may be.

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Director

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refundable as the case may be at the rates agreed herein. No other claim, whatsoever, monetary or otherwise shall lie against the Company *and/or* the Confirming Parties nor shall be raised otherwise or in any other manner whatsoever by the Allottee.

- 11.5 In the event that Allottee does not accept such substitute residence-unit and if there is no other residence-unit of a similar size at another location, then the Allottee shall be refunded its paid up Sale Consideration (excluding any interest paid/payable by the Allottee on any delayed payment) along with simple interest thereon at the rate of 8% per annum within 3(three) months after the resale of the Residence-Unit. No other claim monetary or otherwise, shall lie against the Company *and/or* the Confirming Parties nor shall be raised otherwise or in any manner whatsoever by the Allottee.
- 11.6 In the event there is any change in the location of the said Residence-Unit or there is change in PLC applicable to the said Residence-Unit and such residence-unit is not acceptable to the Allottee, an alternative residence-unit with similar PLC shall be offered to the Allottee subject to availability. In the event that such residence-unit with changed PLC is acceptable to the Allottee, the applicable PLC shall be payable or refundable as the case may be. In the event that Allottee does not accept such substitute residence-unit and if there is no other residence-unit of a similar PLC, then the Allottee shall be refunded its paid up Sale Consideration (excluding any interest paid/payable by the Allottee on any delayed payment) along with simple interest thereon at the rate of 8% per annum within 3(three) months of its intimation to the Company to this effect. No other claim monetary or otherwise, shall lie against the Company *and/or* the Confirming Parties nor shall be raised otherwise or in any manner whatsoever by the Allottee. It is clarified that the term 'change in PLC' shall include the case where a residence-unit not having any PLC subsequently acquires PLC and vice-versa.
- 11.7 The Allottee understands and acknowledges that on account of modifications in the Layout Plan *and/or* for other reasons, during ongoing completion, Residences-Complex may not include the said Residence-Unit. In such a case or on account of deletion or reduction in the number of residence-units/apartments in Residences-Complex the paid up Sale Consideration received against the said Residence-Unit by the Company shall be refunded to the Allottee, along with simple interest thereon at the rate of 8% per annum. No other claim, whatsoever, monetary or otherwise shall lie against the Company *and/or* the Confirming Parties nor shall be raised otherwise or in any other manner whatsoever by the Allottee.
- 11.8 The Allottee understands and agrees that the Company shall be entitled to charge PLC for the residence-units/apartments according to the prevalent policy of the Company. It is further agreed by the Allottee that whichever residence-units/apartments are

For Eighth North Ventures Pvt. Ltd.  
 Director

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RESIDENCES COMPLEX PRIVATE LIMITED

designated by the Company as being preferentially featured, shall all be treated as preferentially featured residence-units/apartments for the purpose of payment of PLC which list may also inter alia include those residence-units/apartments as are adjacent to or facing central/landscaped green or park or pool or club or are corner residence-units/apartments or on lower floors or higher floors or penthouses or are residence-units with double height living and dining room and the like.

11.9 The Company/Confirming Parties reserves its right to effect suitable changes and alterations in the layout, elevations, specifications, the height, width, finishing, etc., of Residences-Complex/said Residence-Unit at any time and in any manner it thinks fit and proper.

11.10 The Company may, in its sole discretion, in the interest of better planning and timely completion of the said Residence-Unit, change the location of the said Residence-Unit to a residence-unit of similar size at another floor, tower or location within Residences-Complex, to which the Allottee hereby consents. Every attempt shall be made by the Company to offer a residence-unit similar to the said Residence-Unit. In the event that the Allottee does not accept such substitute residence-unit and if there is no other similar residence-unit available with the Company, then the Allottee shall be refunded its paid up Sale Consideration (excluding any interest paid/payable by the Allottee on any delayed payment) along with simple interest thereon at the rate of 8% per annum within 3(three) months of its intimation to the Company to this effect.

11.11 The Confirming Parties and/or Company shall have the absolute right to modify the Building Plans or submit new building plans and make additional construction by way of an increase in the number of floors or otherwise, whether on account of increase in Floor to Area Ratio (FAR) or better utilization of the said Land/Project or pursuant to the grant of additional licenses or for any other reason anywhere in the Project, to the extent permissible by the government or DTCP at any time before or after the completion of the Project. In such a case the Allottee agrees not to raise any objection whatsoever and the Company/Confirming Parties shall have the absolute and unfettered right to transfer such additional construction in any manner whatsoever as the Company may in its absolute discretion think fit.

11.12 USE OF NON-EXCLUSIVE TERRACES

Except for terraces specifically and exclusively reserved herein for use with the said Residence-Unit, the Company/Confirming Parties alone shall have the absolute title and the sole right to use to the terraces of the various structures/towers/Buildings comprising the Residences-Complex and the area of such terraces has not been included in the Super Area of the said Residence-Unit. The Company alone shall have the right to give on lease or hire any part

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P. 1820 RESIDENCES COMPANY PRIVATE LIMITED  
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apply automatically by default to the said Parking Spaces also and the said Residence-Unit along with its Parking Spaces shall be deemed to form a single unit under this Agreement for all intents and purposes.

13.5 The Company hereby reiterates and clarifies that the Allottee shall have no right, title and interest in the parking spaces of Residences-Complex other than those allotted to it. The Company, at its sole discretion, shall have the absolute right to use or to transfer or assign its interest in the unreserved car parking spaces/area to any bonafide occupant/owner in the Residences-Complex including the occupant(s)/owner(s) of the community sites, commercial areas etc.

(14) POSSESSION AND HOLDING CHARGES

14.1 Upon receipt of the Occupation Certificate under the Act pertaining to the said Residence-Unit, the Company shall notify the Allottee in writing to come and take over of the possession of the said Residence-Unit ("Notice of Possession"). In the event the Allottee fails to accept and take the possession of the said Residence-Unit within the time indicated in the said Notice of Possession, the Allottee shall be deemed to have become the custodian of the said Residence-Unit from the date indicated in the Notice of Possession and the said Residence-Unit shall thenceforth remain at the sole risk and cost of the Allottee itself.

14.2 Notwithstanding any other provisions of this Agreement, the Allottee agrees that if it fails, ignores or neglects to take the possession of the said Residence-Unit in accordance with the Notice of Possession sent by the Company, the Allottee shall be liable to pay additional charges equivalent to Rs. 12.50/- (Rupees Twelve and Fifty, Paise Only) PER SQ.FT. on the Super Area per month of the said Residence-Unit ("Holding Charges"). The Holding Charges shall be a distinct charge in addition to the Maintenance & Services Charges and not related to any other charges/consideration as provided in this Agreement.

14.3 Subject to Force Majeure, as defined herein and further subject to the Allottee having complied with all its obligations under the terms and conditions of this Agreement and not having defaulted under any provision(s) of this Agreement including but not limited to the timely payment of all dues and charges including the total Sale Consideration, registration charges, stamp duty and other charges and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Company, the Company proposes to offer the possession of the said Residence-Unit to the Allottee within a period of 48(Forty Eight) months from the date of approval of the Building Plans and/or fulfillment of the preconditions imposed thereunder ("Commitment Period"). The Allottee further agrees and understands that the Company shall additionally be entitled to a period of 120(One Hundred and Eighty) days ("Grace Period") after the expiry of the said

For Eighth North Ventures Pvt. Ltd

*[Signature]*  
Director

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Commitment Period to allow for unforeseen delays beyond the reasonable control of the Company.

- 14.4 Subject to Clause 14.3, if the Company fails to offer possession of the said Residence-Unit to the Allottee by the end of the Grace Period, it shall be liable to pay to the Allottee compensation calculated at the rate of RS. 12,50/- (Rupees Twelve and Fifty Paise Only) PER SQ.FT. of the Super Area ("Delay Compensation") for every month of delay until the actual date fixed by the Company for offering the possession of the said Residence-Unit to the Allottee. The Allottee shall be entitled to payment/adjustment against such 'Delay Compensation' only at the time of 'Notice of Possession' or at the time of payment of the final installment, whichever is earlier.
- 14.5 Subject to Clause 14.3, in the event of delay by the Company in offering the possession of the said Residence-Unit beyond a period of 12 months from the end of the Grace Period (such 12 months period hereinafter referred to as the "Extended Delay Period"), then the Allottee shall become entitled to opt for termination of the Allotment/Agreement and refund of the amount paid up installment(s) paid by it against the said Residence-Unit after adjusting the interest on delayed payments along with Delay Compensation for 12 months. Such refund shall be made by the Company within 90 days of receipt of intimation to this effect from the Allottee, without any interest thereon. For the removal of doubt, it is clarified that the Delay Compensation payable to the Allottee who is validly opting for termination, shall be limited to and calculated for the fixed period of 12 months only irrespective of the date on which the Allottee actually exercised the option for termination. This option may be exercised by the Allottee only up till dispatch of the Notice of Possession by the Company to the Allottee whereupon the said option shall be deemed to have irrevocably lapsed. No other claim, whatsoever, monetary or otherwise shall lie against the Company and/or the Confirming Parties nor be raised otherwise or in any other manner by the Allottee.
- 14.6 If, however, the completion of the said Residence-Unit is delayed due to Force Majeure as defined herein, the Commitment Period and/or the Grace Period and/or the Extended Delay Period, as the case may be, shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allottee shall not be entitled to any compensation whatsoever, including Delay Compensation for the period of such delay.
- 14.7 Under no circumstances shall the possession of the said Residence-Unit be given to the Allottee and the Allottee shall not be entitled to the possession of the said Residence-Unit unless and until the full payment of the Sale Consideration and any other dues payable under the Agreement have been remitted to the Company and all other obligations imposed under this Agreement have been fulfilled by the Allottee to the complete satisfaction of the Company.

For Eight North D...  
 Director

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14.8 The Allottee hereby agrees and affirms that upon taking possession of the said Residence-Unit, the Allottee shall be deemed to have waived all claims against the Company/Confirming Parties, if any, in respect of the area, specifications, quality, construction and/or any items, amenity or provision in the said Residence-Unit or the Residences-Complex or the Project.

{15} CONVEYANCE DEED AND STAMP DUTY

15.1 Subject to the Allottee fulfilling all its responsibilities stipulated hereto and executing any other documents as required to be executed pursuant to this Agreement and making all payments under this Agreement including but not limited to:

- (i) All payments as set forth in ANNEXURE-IX to this Agreement including the Sale Consideration of the said Residence-Unit;
- (ii) Interest on delayed installments;
- (iii) Registration charges;
- (iv) Stamp duty;
- (v) Any other incidental charges or dues, required to be paid for due execution and registration of the Conveyance Deed;
- (vi) Holding Charges and/or any other charges, dues payable by the Allottee to the MSA/Company till the date of execution of the Conveyance Deed;
- (vii) All other dues and charges, as set forth in this Agreement or as may become due to the Company from time to time with respect to the said Residence-Unit;

The Company along with the Confirming Parties acting on their own behalf as well as on behalf of the Land Owners shall prepare and execute a Conveyance Deed to convey the title of the said Residence-Unit in favour of the Allottee.

15.2 The Company shall notify the date(s) for execution and registration of the Conveyance Deed to the Allottee. The Allottee agrees and undertakes to make itself available and present before the Sub-Registrar of Assurances for this purpose on the date(s) communicated to it for this purpose by the Company. In the event that the execution of the Conveyance Deed is delayed for any reason whatsoever beyond the reasonable control of the Company/Confirming Parties, the Allottee shall alone be liable to pay any increase in stamp duty, registration charges and other like charges, before the execution of the

For Eighth North Ventures Pvt. Ltd.

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*[Signature]*  
Director

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FOR 1280 RESIDENCES



- 15-3 The obligations undertaken by the Allottee and the stipulations herein, to be performed or observed on a continuing basis even beyond the conveyance of the said Residence-Unit or which form a condition of ownership of the said Residence-Unit, including those pertaining to the recurring obligations covered under the Residences Maintenance & Services Agreement shall survive the conveyance of the said Residence-Unit in favour of the Allottee and all such obligations and covenants of the Allottee including without limitation, the obligations contained in clauses 3, 4.6, 4.7, 4.8, 4.9, 9.1, 9.2, 9.3, 11.10, 11.11, 12, 13.2, 13.3, 13.5, 15.3, 16.5, 17.1, 17.2, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 17.10, 17.11, 18, 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 20.4, 20.5, 21.4, 24.1, 24.2, 24.4, 24.5, 31 and 34 shall attach with the said Residence-Unit within the meaning of Section 31 of the Transfer of Property Act 1882 ("TP Act") and remain enforceable at all times against the Allottee, its transferees, assignees or successors-in-interest including its tenants/licensees/occupiers for the time being.
- 15-4 The stamp duty, registration charges and any other incidental charges or dues, required to be paid for registration of the Conveyance Deed or any other documents pursuant to this Agreement, as well as the administrative/facilitation charges therefor as per the policy of the Company for facilitation of registration thereof shall be borne by the Allottee.
- 15-5 That in case the Allottee has taken any loan from any bank/financial institution for the said Residence-Unit, the original transfer documents including the Conveyance Deed shall be directly handed over to the lending institution, if so required by them.

(16) NOMINATION, ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT

- 16.1 The Allottee understands and agrees that until the Conveyance Deed is executed, it shall not have any right to transfer/assign this Agreement in favour of any other person. Notwithstanding the above restriction, the Company may at its sole discretion permit such assignment/transfer of this Agreement in favour of a nominee of the Allottee, on a case to case basis only after the expiry of 3 years from the date of execution of this Agreement or receipt of 75% of the Sale Consideration whichever is later, subject always to payment of the administrative charges and/or transfer charges in accordance with the Company's policy from time to time as well as the execution of appropriate collateral documentation by the Allottee and the proposed nominee(s)/assignee(s)/transferee(s), to the complete satisfaction of the Company and in the format finalized by the Company. It is made clear to the Allottee that under no circumstances shall, the permission for assignment/transfer of its rights under this Agreement be granted to the Allottee, on any request made, either subsequent to the Notice of Possession for the said Residence-Unit or after receipt of the complete Sale Consideration from the Allottee against the said Residence-Unit.

For Eighth North Ventures Pvt. Ltd.

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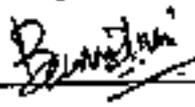
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- 16.2 The Allottee shall not, directly or indirectly, sell its Residence-Unit to any private residence clubs, non-equity clubs, vacation clubs, exchange programs, or wholesaler or to any entity that operates in a fashion substantially similar to such club, program or wholesaler, and shall include a provision in the agreement for transfer of the Residence-Unit imposing similar restrictions against such use on future purchasers of the Residence-Unit, unless such restriction is prohibited by applicable law. However, the Allottee may transfer in any manner whatsoever its Residence-Unit to Hyatt, or its affiliates, on commercial terms mutually agreed to, for the purposes of private residence clubs, non-equity clubs, vacation clubs, exchange programs etc.
- 16.3 In the event that the Allottee is a private limited company, any change in the shareholding of such company shall deemed to be a transfer/assignment of this Agreement and shall therefore be subject to the conditions for transfer/assignment as set out hereinabove. Any such change in the shareholding without prior consent of the Company shall amount to a breach of this Agreement and the Company shall be entitled to terminate this Agreement in accordance herewith.
- 16.4 In the event the Allottee has obtained finance/loan against the said Residence-Unit from any financial institution/bank, then a No Objection Certificate/Letter (NOC) by such financial institution/bank shall also be submitted to the Company in a format approved by the Company, permitting/consenting to the requested assignment/transfer, by the Allottee. It is however made clear that the Allottee does not have any enforceable right to demand assignment/transfer of its rights under this Agreement, the sole discretion for which rests with the Company and the Allottee agrees and consents that the Company is entitled to reject the requested assignment/transfer of this Agreement without assigning any reasons, even though it may have done so in any other person's case previously or may do so subsequently.
- 16.5 In the event that any such request for assignment/transfer of rights under this Agreement is permitted by the Company, it shall always be subject to the applicable laws, rules, regulations and the directions of the Government. The Allottee hereby indemnifies and undertakes to keep the Company and the Confirming Parties saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties, etc.) or any other adverse consequence whatsoever on account of such permission being accorded by the Company to the request of the Allottee.
- 16.6 In the event of the assignment/transfer of the Allottee's rights under this Agreement in favour of any third person as its nominee(s), such nominee(s) shall in turn be bound by all the terms and conditions stipulated herein and the letter of allotment or any other

For Eighth North Ventures Pvt. Ltd.  
  
Director

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EIGHTH NORTH VENTURES PRIVATE LIMITED

document executed in this respect by the Allottee as if the same had been executed by such nominee(s) itself. Any claims or disputes between the Allottee and its nominee(s) including those as a result of subsequent increase/decrease in the Super Area of the said Residence-Unit or its location will be settled between them and the Company will not be a party to the same. The Allottee further agrees that it shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment/transfer of the Agreement. In the event there are any executive instructions, governmental orders, or any statutory notification, which restricts the transfer/assignment of the said Agreement, the Company as well as the Allottee shall be bound to comply with such statutory notification, executive regulation or governmental orders as the case may be.

[17] MAINTENANCE

17.1 The Allottee understands that Residences-Complex showcases the special and unique brand value sought to be projected by the Company/Confirming Parties and derives its landmark status and exclusive appeal from the license granted, subject to continued fulfillment of certain conditions, by Hyatt to the Company for the usage of the brand name "Grand Hyatt" on the Residences-Complex. The Allottee has been made aware that the maintenance of Residences-Complex and its infrastructure has to be consistent with the standards comparable to those generally prevailing in international "Grand Hyatt" branded residences operated by Hyatt and/or its affiliates ("Brand Standards") and is critical to showcase and maintain the landmark status and exclusive appeal unique to the Residences-Complex. The Allottee understands that an affiliate of Hyatt, acting as an agent of the Company, will provide certain maintenance and hospitality services to the Residences-Complex pursuant to the Hyatt Agreements and that the Hyatt name and trademarks will not continue to be associated with the Residences-Complex upon termination of the Hyatt Agreements and/or the Hotel Management Agreement for any reason whatsoever. The Allottee further understands and agrees that the maintenance services are being conceived, planned and installed by the Company/Confirming Parties keeping in mind the collective requirement for all the residents/occupants of the Residences-Complex and that the failure of the residence-unit purchasers (or the RWA) to approve budgets sufficient to cover required expenses for maintenance and other services or failure to approve any special contributions with respect to an item of operating expense which is immediate in nature and is required to maintain the Residences-Complex as per the Brand Standards or deficiency in collection of the Maintenance & Services Charges from the residence-unit owners could result in a failure to maintain the Residences-Complex as per Brand Standards, as a consequence of which the Hyatt Agreements may be terminated. Towards this end, the Allottee agrees and hereby undertakes to sign the Residences Maintenance & Services Agreement (the indicative draft copy whereof is annexed to this Agreement as

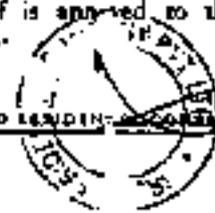
For Eighth North Ventures Pvt. Ltd.

*(Signature)*

Director

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FOR LEGAL RESIDENCE COMPANY PRIVATE LIMITED



ANNEXURE-V) with the Company/Confirming Parties and the MSA to be identified and nominated by the Company/Confirming Parties at their sole discretion ("Residences Maintenance & Services Agreement"). The terms and conditions in the draft Residences Maintenance & Services Agreement are merely indicative and the Company reserves its right to make suitable amendments therein, as may be deemed necessary by it in its sole discretion and the Allottee accepts the same and hereby gives its consent thereto. The Allottee further understands and agrees that its use of the Residences-Complex shall be subject to the 'House Rules' as may be prescribed by the MSA from time to time. Compliance with the Residences Maintenance and Services Agreement as well as the aforesaid 'House Rules' shall survive the conveyance of the said Residence-Unit and shall attach with the said Residence-Unit within the meaning of Section 31 of the TP Act. The Allottee understands and agrees that the termination of the Residences Maintenance & Services Agreement for any reason whatsoever shall result in the termination of the Hyatt Agreements.

- 17.2 The Company/Confirming Parties has made a conscious choice to provide many customized and high end/value added services for the collective benefit of the residents of Residences-Complex, and these shall be installed and maintained at the shared cost of all the residents of Residences-Complex, which costs shall be included in the periodic bills for the Maintenance & Services Charges to be raised on the Allottee based on its share of the pro-rated Super Area. The Allottee understands and hereby specifically agrees to contribute its proportionate share therein, as determined by the MSA and as and when demanded by the Company or the MSA in accordance with the Residences Maintenance & Services Agreement. The Allottee shall also remit in advance one year Maintenance & Services Charges at the time of possession.
- 17.3 Some of the services proposed to be provided by the MSA for Residences-Complex may include, without limitation, gated video and patrol security, cyber and communications infrastructure and access points, 24 hour round-the-clock power back-up, horticulture, landscaping of designated park(s) as well as the civic services like cleanliness and maintenance of the infrastructure, road, and garbage collection. It is however clarified that those specific services, as may fall in the domain of municipal services or other local authority, if any, shall be maintained by the MSA only until the same is taken over by the municipal or other local authorities.
- 17.4 The Allottee has also agreed and undertakes to pay Interest Free Maintenance Security ("IFMS") at the rate of Rs. 250/- (Rupees Two Hundred and Fifty Only) PER SQ.FT. of the Super Area of the Residence-Unit. The Allottee shall be bound to make further contributions to the IFMS, as and when any demand for this purpose is raised on it by the Company or the MSA.

For Eighth North Ventures Pvt. Ltd.

*[Signature]*  
Director



EIGHTH NORTH VENTURES PRIVATE LIMITED

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- 17.5 The Company shall create and hand over to the MSA a sinking fund ("Sinking Fund Account") to be used in due course for the repairs and replacement of the capital equipments installed in the Residences-Complex by collecting contributions from all allottees on proportional basis, as may be determined by the Company or the MSA from time to time.
- 17.6 The MSA alone shall have the sole authority to decide upon the necessity and timing of replacement, up-gradation, additions etc., of the capital equipments and infrastructure or the cost thereof and the Allottee agrees to abide by the same. The Company shall be under no obligation to carry out major repairs or replacement of equipments/installations if funds are not available in the Sinking Fund or these are not contributed by the Allottee whenever called for.
- 17.7 The Allottee understands that it will be liable to pay its proportionate share of the recurring Maintenance & Services charges and any special contributions required with respect to an item of operating or other expense in order to continue to maintain the Residences-Complex in accordance with the Brand Standards, prorated in accordance with the Super Area, as determined by the MSA from time to time depending upon its costs of operations and the actual expenses incurred by it for maintenance of Residences-Complex. It shall be mandatory for the Allottee to enter into the Residences Maintenance & Services Agreement, indicative format of which is set forth at ANNEXURE-Y hereto and the signing of which shall be a condition precedent for executing the Conveyance Deed of the said Residence-Unit in favour of the Allottee. Refusal to execute the Residences Maintenance & Services Agreement by the Allottee shall constitute a breach of this Agreement and shall entitle the Company to terminate this Agreement in accordance herewith. The Allottee understands and agrees that the Maintenance & Services Charges shall commence from the date of possession offered by the Company in the Notice of Possession or actual possession by the Allottee, whichever is earlier. By signing of this Agreement, the Allottee hereby also consents and agrees to abide by the terms and conditions of the proposed Residences Maintenance & Services Agreement and to pay promptly all the demands, bills, charges as may be raised by the MSA from time to time, whether or not there is actual usage by the Allottee of the services being rendered by the MSA.
- 17.8 The Allottee understands and agrees that the MSA shall have a charge/lien on the said Residence-Unit for all its dues and other sums payable to it under the Residences Maintenance & Services Agreement and that the MSA shall be entitled to satisfy any outstanding claim on this account by seeking attachment and sale of the said Residence-Unit. The above condition shall survive the conveyance of the said Residence-Unit to the Allottee and the said condition/obligation shall attach with the said Residence-Unit within

For Eighth North Ventures Pvt. Ltd.

*[Signature]*

Director

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the meaning of Section 31 of the TP Act.

17.9 The relationship between the Company and the MSA is on a principal-to-principal basis. The Company/Confirming Parties shall join in the execution of the Residences Maintenance & Services Agreement between the Allottee on the one hand and the MSA on the other, merely as proforma and confirming party thereto and they shall not be liable or responsible for any acts of commission or omission on the part of the MSA and/or any other third party vendors/contractors/agencies employed by the MSA for maintaining specific services in the Project whether arising from the Residences Maintenance & Services Agreement or otherwise. The responsibility of rendering the maintenance services under the Residences Maintenance & Services Agreement shall be of the MSA alone and the Allottee hereby waives off its right to initiate any civil or criminal proceedings in a court of law against the Company or the Confirming Parties for any breach of the terms and covenants of the Residences Maintenance & Services Agreement or for any act of negligence by the MSA. The Allottee shall have no recourse against Hyatt, or its affiliates.

17.10 The Company and/or the MSA shall at all times have the right to adjust the unpaid Maintenance & Services Charges from the IFMS and in such event, the Allottee hereby agrees and undertakes to replenish and keep the IFMS topped up at all times, so as to keep the amount of the IFMS equivalent to an amount to be calculated at the rate mentioned herein in this Agreement or such enhanced rate as determined by the MSA from time to time in accordance with the Residences Maintenance & Services Agreement.

17.11 The Allottee shall permit the supervisors, agents of the Company or the MSA to enter into the said Residence-Unit at all reasonable times for the purpose of inspection or repairing any part of the said Residence-Unit or for gaining access to the common services including ducting, wiring, cables, water supply, electricity, gutters, pipes, covers, connections etc., for the purpose of maintaining, rebuilding, servicing, cleaning, installing or otherwise keeping in good order and condition all services pertaining to the other occupants/owners in Residences-Complex.

18) CLUB / RECREATIONAL FACILITIES

The Company/Confirming Parties are constructing at their own cost an appropriate club/recreational facility. The Allottee understands that an affiliate of Hyatt, acting as an agent of the Company, shall provide the operation, hospitality and maintenance services to such club/recreational facility. The name of the club/recreational facility, its operation and any branding shall be subject to the provisions and conditions of the Hyatt Agreements. The Allottee's right to use such facility shall at all times be contingent on due and faithful

For Eighth North Ventures Pvt. Ltd.

*[Signature]*  
Director

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FOR AND ON BEHALF OF EIGHTH NORTH VENTURES PRIVATE LIMITED



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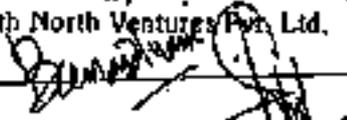
observance by the Allottee of all the rules, bye-laws and conditions as may be notified by Hyatt/its affiliate and/or the Company. The Allottee's right to use such facility shall further be contingent on payment of the prevailing/regular club membership fees, membership charges, routine club usage charges and other charges as may be stipulated by Hyatt/its affiliate or the Company periodically.

(19) STATUTORY COMPLIANCES AND OTHER OBLIGATIONS

- 19.1 The Company has made it expressly clear to the Allottee that the rights of the Company in the said Residence-Unit agreed to be conveyed/sold/transferred herein are circumscribed by and subject to the conditions imposed by the DTCP and/or any other statutory authority(ies).
- 19.2 The Allottee shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the License and shall also abide by the applicable Zoning Plan, Building Plans and all laws, bye-laws, rules, regulations and policies applicable to the said Residence-Unit and/or Residences-Complex and/or the Project or as imposed or may be imposed in future under any applicable law. The Allottee shall also observe the rules, regulations and policies as may be made pursuant to and/or set out in the Residence Maintenance & Services Agreement.
- 19.3 The Allottee shall not use/cause to be used the said Residence-Unit for any purpose except residential use and not permit any commercial activity, and shall always ensure that the said Residence-Unit shall only be put to residential use. Furthermore, the Allottee specifically undertakes not to use the said Residence-Unit or suffer it to be used in any manner and/or for any activity that is prohibited/irregular/illegal or other activity that is hazardous or may cause a nuisance of any nature in Residences-Complex.
- 19.4 The Allottee undertakes and agrees that any violation of the following shall entitle the Company or the MSA to enter into the said Residence-Unit wherever necessary and reverse such violation at the cost of the Allottee;
- 19.4.1 The Allottee shall not cover or construct on the balcony(ies) and shall only use the same as open balcony(ies) and in no other manner whatsoever.
- 19.4.2 The Allottee shall not under any circumstances whatsoever, do, allow or permit any change in the MEP (Mechanical, Electrical, Plumbing) systems or any remodeling, alteration, variation, change or build upon the look, color, design, texture, fixtures, materials or any combination thereof comprising the exterior or façade of the Buildings or the said Residence-Unit.

For Eighth North Ventures Pvt. Ltd.

Attested

  
Director

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19.43 The Allottee shall not under any circumstances do or allow any alteration/modification/change to the interior, walls, layout or finishes within the said Residence-Unit save and except with the prior permission of the MSA/Company in writing.

19.5 For reasons of better planning of the License and to the extent stipulated in the terms of the various consents and assurances granted to the Confirming Parties as well as the bilateral and other agreements/documents executed with the D.C.P./the Government of Haryana, specified units may be/shall be constructed as EWS units, designated community sites, club/recreational facility and commercial areas all of which shall be separately transferred by the Company/Confirming Parties in the manner permitted by law and the Allottee agrees that it shall have no right, title or interest whatsoever in any such EWS units, community sites, club/recreational facility and commercial areas of the Project as well as the Reserved Land and the Company hereby confirms that no part thereof has been included in the calculations of the Super Area of the said Residence-Unit.

19.6 The Allottee understands and agrees that consequent to the Hyatt Agreements, a resale fees at the rate of 0.8% of the Sale Consideration shall be chargeable in every case of transfer/sale of a residence-unit by an allottee or its subsequent purchaser(s) after the execution of the conveyance deed.

19.7 In accordance with the conditions laid out in the agreements entered between the Company with Hyatt and/or its affiliates and also with a view to prevent the ownership/occupancy of the residence-units passing into the hands of any undesirable or antisocial element either directly or through their nominees, which may result in deterioration of the environment and the exclusive ambience of the Residences-Complex, the Allottee and all subsequent purchaser(s) shall be required to obtain prior written consent of the Company before transfer/sale of the Residence-Unit to any person. The Allottee further agrees to obtain and provide complete and accurate disclosure of information about the 'proposed purchaser(s)/lessee(s)' in accordance with the requirements of the Company or any questionnaire/form to be prepared by it for this purpose. Furthermore, the Allottee understands that wherever required, the Company shall be entitled to conduct additional investigation and to obtain such further documents or further disclosures, as may be required by the Company for determining the suitability of the proposed purchaser(s)/lessee(s) of the Residence-Unit. Without limiting the discretion of the Company in any manner, it is further clarified that such proposed purchaser(s)/lessee(s) who are found to have been accused under any act relating to money laundering or terrorist or anti-national activities or such like or have been accused under any anti social legislation or of any criminal offence in general or have been charged directly or indirectly of any charge of moral turpitude or suffer from any such other

For Eighth North Ventures Pvt. Ltd.

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Director

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drawback which in the sole opinion of the Company renders such proposed buyer/lessee unsuitable as a resident-unit purchaser/lessee(s), shall be prevented from purchasing/occupying any residence-unit either directly or through its nominees. The Allottee hereby agrees that any transaction entered into by the Allottee in contravention to the above shall not be binding upon the Company and shall be deemed to be null and void. The Company shall have the right to seek injunction and/or any other relief as may be available to it under the appropriate procedures of law against such transfer/sale/lease at the cost and consequences of the Allottee.

[20] HARYANA APARTMENT OWNERSHIP ACT, 1983

- 20.1 Prior to entering into this Agreement, the Allottee has confirmed and assured the Company that it has read and understood the Apartment Act, and the implications thereof in relation to the various provisions of this Agreement and the Allottee has further confirmed that it shall comply with the provisions of the Apartment Act, or any statutory amendments or modifications thereof or any rules and regulations made thereunder, in a manner so that the provisions of this Agreement are not violated.
- 20.2 The Common Areas, common facilities and the undivided interest of each residence unit/apartment owner of Residences-Complex in the Common Areas and facilities consistent with this Agreement shall be fixed and specified by the Company in its Declaration to be filed in compliance with the Apartment Act, which Declaration shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that its right, title and interest in the Residence-Unit/Common Areas/Residences-Complex and the Project shall be limited thereto. It is made clear that the Company/Confirming Parties shall be the sole owner of such areas, unsold residence-units/apartments, parking spaces and garden areas, roof/terraces areas (which are not exclusively reserved herein to the said Residence-Unit), EWS units, community sites, club/recreational facility, commercial areas, Reserved Land etc. in the Project, none of which have been included in the Super Area and the Company/Confirming Parties shall be entitled to transfer or part with possession thereof or otherwise dispose of the same in any manner at its sole discretion and the Allottee shall have no claim whatsoever therein. It is further clarified that all such areas which have not been specifically sold or which do not form part of the Common Areas set out in the Declaration, shall continue to vest with the Company/Confirming Parties, subject to the terms of this Agreement.
- 20.3 The Allottee hereby agrees and undertakes to become a member of the RWA as and when it would be formed by the Company/Confirming Parties on behalf of all the residence-unit/apartment owners and to complete the documentation and fulfill its obligations as may be required under the Apartment Act promptly on being called upon

For Eighth North Ventures Pvt. Ltd.

Authorized

*[Signature]*  
Director

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for INDO REFINANCE COMPANY PRIVATE LIMITED



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by the Company and for this purpose such obligations and documentation may include inter alia amongst others the execution of Conveyance Deed of the said Residence-Unit, submission of the RWA Membership form, payment of subscription charges/fees, etc. The fulfillment of the compliances by the Allottee as agreed above or otherwise under the Apartment Act shall be, wherever possible, a precondition to be fulfilled before the execution of the Conveyance Deed for the Residence-Unit in favour of the Allottee.

20.4 The Allottee agrees and undertakes to abide by the 'Bye-Laws' of the RWA. The Allottee further understands and agrees that infringement of the Bye-Laws by it may result in termination of its RWA membership besides any other civil or criminal action as may result from such infringement.

20.5 The Allottee in its individual capacity as well as the prospective member of the RWA or any other association/collection of the residence-unit/apartment owners in the Project, hereby confirms and agrees that, subject to section 22 of the Apartment Act, in the event of redevelopment of the said Project at any time in future on account of any Force Majeure event or for any other reason(s) whatsoever, the Company shall be offered the right of first refusal for carrying out such redevelopment of the said Project. This Clause shall survive the conveyance of the said Residence-Unit to the Allottee and shall attach with the said Residence-Unit within the meaning of Section 31 of the TP Act.

11.1 MORTGAGE, FINANCE AND FIRST CHARGE

11.1 The Allottee understands and agrees that under no circumstances shall, the payments made under this Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the said Residence-Unit in favour of the Allottee. The Allottee clearly understands that the conveyance of the said Residence-Unit in favour of the Allottee is contingent on the payment of the complete Sale Consideration and all outstanding dues and also the due and faithful performance by the Allottee of all its obligations agreed and undertaken herein.

11.2 Without prejudice to the provisions contained in Clause 11.1, the Allottee hereby authorizes and permits the Company to raise finance/loan from any institution, company, bank or any other person by any mode or manner, inter alia by way of charge/mortgage of the Project or any part thereof including the said Residence-Unit, subject only to the condition that a NOC for the said Residence-Unit shall be obtained from the said institution, company or bank either before the execution of the Conveyance Deed or the execution of a tripartite agreement with the respective institution, company or bank financing a home loan for the said Residence-Unit, as the case may be.

For Eighth North Ventures Pvt. Ltd.

*[Signature]*  
Director

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21.3 Subject to Clause 21.2 above, the Allottee further agrees that the provisions of this Agreement are and shall continue to be subject to and subordinate to the lien or any mortgage heretofore or hereafter made/created by the Company and furthermore such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Residence-Unit or excuse the Allottee from completing the payment of the Sale Consideration of the said Residence-Unit or performing all the other obligations hereunder or be the basis of any claim against the Company.

(22) TIME IS OF ESSENCE; TERMINATION AND FORFEITURE OF EARNED MONEY

22.1 Notwithstanding anything contained in this Agreement, timely performance by the Allottee of all its obligations under this Agreement, including without limitation, its obligations to make timely payments of the Sale Consideration, Maintenance & Services Charges and other deposits and amounts, including any interest, in accordance with this Agreement shall be of essence under this Agreement. If the Allottee neglects, omits, ignores, or fails in the timely performance of its obligations agreed or stipulated herein for any reason whatsoever or to pay in time to the Company any of the installments or other amounts and charges due and payable by the Allottee by respective due dates or in case of default by the Allottee as described in Clause 8.7 herein, the Company shall be entitled to cancel the allotment and terminate this Agreement in the manner described hereunder.

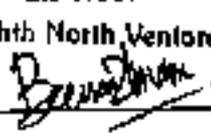
22.1.1 In case any breach committed by the Allottee is incapable of rectification or is in the opinion of the Company unlikely to be rectified by the Allottee or where the Allottee is a repetitive defaulter or such default is continuing despite the Allottee being given an opportunity to rectify the same, then this Agreement may be cancelled by the Company with immediate effect at its sole option by written notice ("Notice of Termination") to the Allottee intimating to the Allottee the decision of the Company to terminate the Agreement and the grounds on which such action has been taken.

22.1.2 In all other cases not covered under Clause 22.1.1, the Company shall give to the Allottee a notice calling upon it to rectify the breach set out in the said notice within 30 days from the date of the said notice. In the event that the Allottee fails to establish to the satisfaction of the Company that the said breach has been rectified by it within the stipulated time, the Company may proceed to terminate this Agreement in the manner set out in Clause 22.1.1 above and to the same effect.

22.2 For the removal of doubts, it is clarified and the Allottee consents that the dispatch of the Notice of Termination by the Company would be deemed to be sufficient and by itself

For Eighth North Ventures Pvt. Ltd.

Authorized

  
Director

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8880 RESIDENCE COMPANY PRIVATE LIMITED



constitute termination of this Agreement and no further act on the part of the Company would be necessary for this purpose, notwithstanding the pendency of any consequential event or act of the Parties including, whether or not the refund cheque has been dispatched by the Company, or if dispatched, it has not been received by the Allottee or if received, whether such refund cheque remains unencashed by the Allottee. It is further clarified that immediately on dispatch of the Notice of Termination, the Company shall be entitled to re-allocate the said Residence-Unit afresh to any other person and the Allottee hereby agrees and undertakes that it shall not object thereto. Furthermore, the Allottee agrees that it shall not seek any interim relief to this effect against the Company/Confirming Parties, as it acknowledges that its interest in the said Residence-Unit has expired with the Notice of Termination and what remains at best is a money dispute and the Allottee further acknowledges that the Company would suffer irreparable harm by being prevented from freely dealing with its valuable capital asset, which harm the Allottee agrees, cannot be quantified in monetary compensation/damages alone.

21.3 The Allottee understands, agrees and consents that upon such termination, the Company shall be under no obligation save and except to refund the amounts already paid by the Allottee to the Company, without any interest, and after forfeiting and deducting the Earnest Money, interest on delayed payments, brokerage/commission/charges, service tax and other amounts due and payable to it, only after resale of the said Residence-Unit. Upon termination of this Agreement by the Company, save for the right to refund, if any to the extent agreed hereinabove, the Allottee shall have no further right or claim against the Company and/or the Confirming Parties which, if any, shall be deemed to have been waived off by the Allottee and the Allottee hereby expressly consents thereto. The Company shall thereafter be free to deal with the said Residence-Unit in any manner whatsoever, in its sole and absolute discretion and in the event that the Allottee has taken possession of the said Residence-Unit, then the Company shall also be entitled to re-enter and resume possession of the said Residence-Unit and everything whatsoever contained therein and in such event, the Allottee and/or any other person/occupant of the said Residence-Unit shall immediately vacate the said Residence-Unit and otherwise be liable to immediate ejection as an unlawful occupant/trespasser. This is without prejudice to any other rights available to the Company against the Allottee.

22.4 The Company shall also be entitled to and hereby reserves its right to cancel/terminate this Agreement in the manner described above, in case in the sole opinion of the Company, (A) the allotment of the said Residence-Unit has been obtained through fraud, misrepresentation, misstatement or concealment/suppression of any material fact, OR (B) the Allottee has violated or violates any of the directions, rules and regulations framed by the Company or the MSA or by any regulatory or statutory body or competent authority, FOR EIGHTH NORTH VENTURES PVT. LTD.

*[Signature]*  
 Director

(43) FOR EIGHTH NORTH VENTURES PRIVATE LIMITED

including the DTCP, OR(c) if the Allottee by its conduct or actions, violates the spirit and essence of this Agreement. The condition contained in part (a) and (b) of this Clause shall also apply to the conveyance of the said Residence-Unit and shall attach with the said Residence-Unit within the meaning of Section 31 of the TP Act.

{23} LIMITED RIGHT OF CANCELLATION BY THE ALLOTTEE

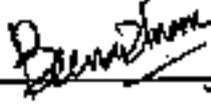
23.1 Except to the extent specifically and expressly stated elsewhere in this Agreement allowing the Allottee to withdraw from this Agreement, the Allottee shall only have the very limited right to cancel this Agreement solely in the event of the clear and unambiguous failure of the warranties of the Company/Confirming Parties that leads to frustration of this Agreement on that account. In such case, the Allottee shall be entitled to a refund of the installments actually paid by it along with interest thereon at the rate of 8% per annum, within a period of 90 days from the date of a determination to this effect. No other claim, whatsoever, monetary or otherwise shall lie against the Company and/or the Confirming Parties nor shall be raised otherwise or in any manner whatsoever by the Allottee.

23.2 Save and except to this limited extent, the Allottee shall not have any right to cancel this Agreement on any ground whatsoever.

{24} GENERAL CLAUSES

24.1 The Allottee agrees that the Company or its agents may, at their sole discretion and subject to such government approvals as may be necessary, enter into an arrangement of generating and/or supplying power to the various projects promoted by the Company within or outside Gurgaon (Haryana) including the said Project/Residences-Complex in which the said Residence-Unit is located. In such an eventuality, the Allottee fully concurs and confirms that it shall have no objection to such arrangement for generating and/or supply of power even in the event of it being an exclusive source of power supply to the Project or to the Allottee directly and has further been made aware of the possibility of such supply being to the exclusion of power supply from DHBVN/State electricity Boards (SEBs)/any other source. The Allottee further agrees that this arrangement could be provided within the Project by the Company or its agents directly or through the MSA or the RWA. It is further agreed by the Allottee that the Company or its agents shall have the sole right to select the site, capacity and type of the power generating and supply equipment/plant as may be considered necessary by the Company or its agents, in their sole discretion, from time to time. It is also understood that the said equipment/plant may be located anywhere in or around Gurgaon, Haryana including within or adjoining the Project.

For Eighth North Ventures Pvt. Ltd.

  
Director

{50}

AR BEO RESIDENCE COMPLEX PRIVATE LIMITED



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24.2 The Allottee understands and agrees that all charges, fees, deposits payable to Daashin Haryana Bijli Vidyan Nigam (DHBVN) for obtaining an electrical connection including the advance consumption deposit, meter installation charges, meter security deposit, meter testing fee, processing fee, service connection charges, minimum monthly charges, have not been included in the Sale Consideration and the same shall be payable by the Allottee as and when demanded by the Company or the MSA. Similarly, all installation or other charges including deposits with respect to the provision of any other facility/utility have not been included in the Sale Consideration and the same shall also be payable by the Allottee as and when demanded by the Company or the MSA. Furthermore, the DTCP/Government of Haryana is said to provide external connections for sewerage, storm water drainage and water supply etc. at the periphery of the Project and the Allottee undertakes to pay the proportionate charges including the facilitation charges as may be incurred by the Company for completing the external connections for all or any of the above services as well as for the infrastructure required to be laid therefor.

24.3 Adequate fire fighting equipment as per law will be installed by the Company in the Project, including the Residences-Complex, and any increase in the cost by way of additional equipment deemed necessary by the Company or the MSA shall be paid on demand by the Allottee in proportion to the Super Area of the said Residence-Unit to the super area of all the Buildings. Additional fire fighting equipment, if any required inside the said Residence-Unit, shall have to be installed by the Allottee at its own cost and expense and the Company shall not be liable for it.

24.4 The Allottee agrees that the Company shall be entitled to connect the electric, water, sanitary and drainage fittings on any additional structures/storeys with the existing electric, water, sanitary and drainage fittings of the Project, including the Residences-Complex. The Allottee further agrees and undertakes that it shall not, at any time, whether before or after taking possession of the said Residence-Unit, have any right to object to the Company constructing or continuing with the construction of any other building(s)/structures in the Project or putting up additional floors to any of the existing towers/Buildings in the Project or undertaking modification of any unsold apartment/residence-unit/areas therein. The Allottee further agrees that it shall not claim any compensation or withhold the payment of Maintenance & Services Charges and other charges, as and when demanded by the Company on the ground that the infrastructure required for the Project is not yet complete, or on any other ground whatsoever.

24.5 The Allottee shall not be entitled to claim portion of its share out of the Common Areas as designated in the Declaration or otherwise in the License at any point of time and the same shall always remain undivided and indivisible.

For Eighth North Ventures Pvt. Ltd.  
For Eighth North Ventures Pvt. Ltd.

Director

*[Signature]*

*[Signature]*

(54)

8TH NORTHERN RESIDENCES

PRIVATE LIMITED

Director



LIMITED

24.6 The Company shall carry out the internal development within the License, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, horticulture and other such integral services are to be provided by the State Government and/or the local authorities.

[25] FORCE MAJEURE

25.1 The Company/Confirming Parties shall not be held responsible or liable in any manner for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented or delayed due to Force Majeure.

25.2 On the occurrence of any Force Majeure situation, the Company/Confirming Parties shall be entitled for extension of time corresponding to continuance of the Force Majeure circumstances.

25.3 If on account of Force Majeure, the Company/Confirming Parties decides in their sole discretion to abandon the Project, then in that event the Allottee hereby authorizes the Company to refund the amounts received from him/them with simple interest at the rate of 8% per annum excluding interest paid/payable by the Allottee on any delayed payment and the Allottee hereby confirms that it shall not raise any other claim on the Company/Confirming Parties whatsoever.

[26] BINDING EFFECT

The act of forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until firstly, the Allottee signs and delivers all copies of this Agreement to the Company with all its Annexures along with the payments due as stipulated in the Payment Plan thereof, within (30-45) days from the date of dispatch by the Company and secondly, the Allottee's copy of this Agreement is duly executed by the Company and the Confirming Parties through their authorized signatories and dispatched by the Company to the Allottee.

[27] COPIES OF THE AGREEMENT/COUNTER PARTS

This Agreement shall be executed in 3 counterparts; 1 master copy with the stamp duty duly affixed thereon along with 2 other contemporaneous copies (with adequate stamping for counterparts of an agreement being affixed on such copies), each of which individually shall be deemed to be the original and all the counterparts shall constitute one and the same instrument.

The Company shall retain the master copy along with an additional contemporaneous copy with

For Eighth North Ventures Pvt. Ltd. itself and return the one remaining contemporaneous copy, duly executed by it and the

Author(s)

*[Signature]*

Director

(27)

For EIGHTH NORTH VENTURES PRIVATE LIMITED

*[Signature]*

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Confirming Parties, to the Allottee for its record.

(18) BROKERAGE

In case the Allottee has to pay commission or brokerage to any person for services rendered by such person to the Allottee, whether in or outside India, for acquiring the said Residence-Unit, the Company shall, in no way whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of Sale Consideration agreed to be payable to the Company for the said Residence-Unit.

(19) DUE DILIGENCE

It is hereby understood and agreed that upon signing of this Agreement, the Allottee is deemed to have completed all due diligence as to the right, title and interest of the Company and the Confirming Parties to develop and market the said Residence-Unit or Residences-Complex/the Project and the Allottee confirms that it has sufficiently investigated and gone through ownership records, approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Company/Confirming Parties to convey the said Residence-Unit.

(20) ENTIRE AGREEMENT

This Agreement along with its preamble, preliminary recitals, annexures constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement or any provision(s) hereof cannot be orally changed, terminated or waived. Save and except as specifically provided in this Agreement, any changes or additional provisions must be set forth in writing and duly signed and executed by the Company.

(21) ADDRESSES FOR COMMUNICATION AND NOTICES

31.1 The Allottee is getting its complete address for correspondence stated herein below at the time of executing this Agreement and all communication/notice /correspondence sent to the respective Parties on their below mentioned addresses by way of reputed courier or registered post, with acknowledgement due, shall be deemed to be validly served on them within 5 days from the date of dispatch or the actual date of receipt, whichever is earlier:

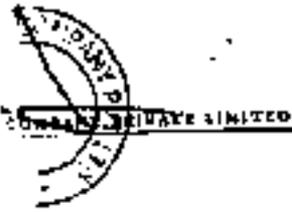
*In the case of the Company*  
Irra Residences Company Private Limited.  
3rd Floor, Orchid Centre,  
Golf Course Road, Sector 53

For Company: Mohan Lal Sharma (Husband)

[Signature]  
Director

(22)

IRRA RESIDENCES



*In the case of the Allottee*

A-82

Suburb Lab 1

Gurgaon - 122002 India

- 31.2 It shall be the responsibility of the Allottee to inform the Company about subsequent changes, if any, in the address and obtain confirmation thereof in writing from the Company, failing which, all demand notices and letters posted at the address mentioned above will be deemed to have been received by the Allottee within 5 days from the date of dispatch of such communication by courier or registered post or actual receipt of the such communication or letter whichever is earlier.
- 31.3 In case there are joint Allottees, all communication shall be sent by the Company to the Allottee whose name appears first in the memo of the parties hereinabove at the address given by it and such communication sent to the first named amongst the joint Allottees shall for all intents and purposes be deemed to have been validly served on all the Allottee(s) and no separate communications shall be necessary to the other named Allottee(s).
- 31.4 In all communications to the Company, the reference to the said Residence-Unit identification number/address must be mentioned clearly.

[32] WAIVER

There shall be no waiver of the rights available herein to the Company, the Confirming Parties or the MSA. Any delay or failure by them to exercise, any right, remedy, power and privilege under this Agreement shall not constitute a waiver of such right or remedy by them or a waiver of any other or previous rights or remedies by them or of their right thereafter to enforce each and every right and provision hereof.

[33] SEVERABILITY

If any provision(s) of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed to be amended or deleted exactly to the extent necessary so as to conform to such applicable law and the remaining provisions of this Agreement shall continue to remain valid and enforceable by and between the Parties herein.

[34] INDEMNITY

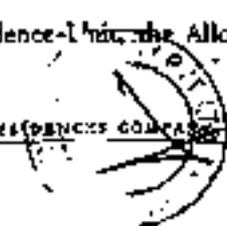
With effect from the date of taking possession of the said Residence-Unit, the Allottee agrees to For Eighth North Ventures Pvt. Ltd.

Authorized

*[Signature]*  
Director

(14)

FOR 8800 RESIDENCES COMPANY PRIVATE LIMITED



indemnify and to keep the Company/Confirming Parties and their assignees, nominees, including the MSA and their officers/employees as well as the other occupants/owners of Residences-Complex fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee of any law for the time being in force or the stipulations applicable to the Allottee or the said Residence-Unit hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them on account of any of the foregoing. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the guests, occupants, representatives and/or any other person claiming under the Allottee. The Allottee shall have no recourse against Hyatt, or its affiliates.

[35] PLACE OF EXECUTION

The execution of this Agreement will be complete only upon its execution by the Company through its authorized signatory at the Company's Corporate office at Gurgaon, Haryana, India after all the copies duly executed by the Allottee are received by the Company. Hence this Agreement shall be deemed to have been executed at Gurgaon even if the Allottee has prior thereto executed this Agreement at any place(s) other than Gurgaon.

[36] DISPUTE RESOLUTION BY ARBITRATION

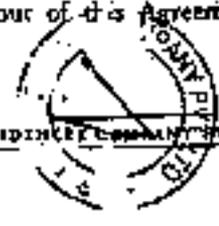
All or any disputes arising out of or touching upon or in relation to the terms of this Agreement or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions failing which the same shall be settled through reference to a sole Arbitrator to be appointed by a resolution of the Board of Directors of the Company, whose decision shall be final and binding upon the Parties. The Allottee hereby confirms that it shall have no objection to the appointment of such sole Arbitrator even if the person so appointed, is an employee or advocate of the Company or is otherwise connected to the Company and the Allottee hereby accepts and agrees that this alone shall not constitute a ground for challenge to the independence or impartiality of the said sole Arbitrator to conduct the arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto and shall be held at the Company's offices or at a location designated by the said sole Arbitrator in Gurgaon. The language of the arbitration proceedings and the Award shall be in English. The Company and the Allottee will share the fees of the Arbitrator in equal proportion.

[17] GOVERNING/APPLICABLE LAW

That the rights and obligations of the Parties under or arising out of this Agreement shall be governed by the laws of India.

*[Signature]*  
Director

[55] HYATT RESIDENCES COMPANY PRIVATE LIMITED



{38} JURISDICTION

Subject to the Arbitration clause, the Courts at Gurgaon, Haryana and the Punjab & Haryana High Court at Chandigarh alone shall have the exclusive jurisdiction in all matters arising out of touching *and/or* concerning this Agreement, to the exclusion of all other locations, regardless of the place of execution or subject matter of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET OUT THEIR HANDS TO THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING:

FOR and ON BEHALF OF  
IRIS RESIDENCES COMPANY PVT. LTD.

ALLOTTEE

FOR and ON BEHALF of CONFIRMING PARTIES:

- 1. ADSON SOFTWARE PVT. LTD.
- 2. RIVER RIVER TOWNSHIP PVT. LTD.
- 3. HARD CORE REALTORS PVT. LTD.
- 4. REGAL GREEN LAND PVT. LTD.
- 5. ORNAMENTAL REALTORS PVT. LTD.
- 6. COMMANDER REALTORS PVT. LTD.
- 7. RIVER RIVER BUILDCON PVT. LTD.
- 8. ASPIRANT BUILDERS PVT. LTD.
- 9. BULLS REALTORS PVT. LTD.
- 10. HIGH STAR BUILDERS PVT. LTD.
- 11. SU ESTATES PVT. LTD.

ADSON SOFTWARE PVT. LTD.  
 RIVER RIVER TOWNSHIP PVT. LTD.  
 HARD CORE REALTORS PVT. LTD.  
 REGAL GREEN LAND PVT. LTD.  
 ORNAMENTAL REALTORS PVT. LTD.

COMMANDER REALTORS PVT. LTD.  
 RIVER RIVER BUILDCON PVT. LTD.  
 ASPIRANT BUILDERS PVT. LTD.  
 BULLS REALTORS PVT. LTD.  
 HIGH STAR BUILDERS PVT. LTD.  
 SU ESTATES PVT. LTD.

For Eighth North Ventures Pvt. Ltd.

Authorized Signatory

*[Handwritten Signature]*

(54)

(Authorized Signatory)

IRIS RESIDENCES COMPANY PRIVATE LIMITED

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ANNEXURE-IV  
PAYMENT PLAN

Name: M/s. Eighth North Ventures Private Limited		Apartment Allotment: T2-11-NS
Apartment Type		4 BR. Suite
Area		4,625 sqft
PLC Type		PLC - Height
Terrace Area		0
Basic Sale Price	35,900	119,787,500
Adjustment towards commission	518	
Net Basic Sale Price	25,382	117,391,750
Terrace Area		
Total Basic Cost		117,391,750
Development Charges	518	2,395,750
PLC - Height	1,000	4,625,000
Parking	3	NO EXTRA COST
sub-total		124,412,500
IPMS	250	1,156,250
Total		125,568,750

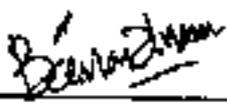
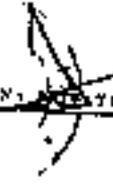
No.	Description with Intallment Plan	%	Basic Cost	Development Charges	IPMS	Total
1	At the Time of Booking	4.52%	10,000,000			10,000,000
2	Within 45 Days of Booking	11.43%	13,478,330			13,478,330
3	On Commencement of Excavation	8.45%	9,919,603			9,919,603
4	Casting of Basement Roof Slab	8.45%	9,919,603			9,919,603
5	Casting of 1st Floor Slab	7.50%	8,804,381	2,37,500		11,181,881
6	Casting of 5th Floor Slab	7.50%	8,804,381	2,37,500		11,181,881
7	Casting of 10th Floor Roof Slab	7.50%	8,804,381			8,804,381
8	Casting of 15th Floor Roof Slab	7.50%	8,804,381			8,804,381
9	Casting of 20th Floor Roof Slab	7.50%	8,804,381			8,804,381
10	Casting of 25th Floor Slab	7.50%	8,804,381			8,804,381
11	Casting of Top Floor Slab	7.50%	8,804,381			8,804,381
12	On Completion of Stone/Tile Fixing in apartment	1.60%	6,573,948			6,573,948
13	At Offer of Possession 3% BSP+IPMS+other charges	1.00%	5,864,598	2,395,750		8,260,348
Total		100.00%	117,391,750	2,395,750	4,625,000	125,568,750

Or. Possession	On Possession
Club Membership	As Applicable
Other Charges	As Applicable
Grand Total	125,568,750

Please Note:

Stamp duty & registration charges payable along with first intallment.  
 Service Tax & other Taxes as applicable.  
 Club charges as applicable on payment request.  
 Estimated DC charges only include EDC+IDC+regeneration charges & does not include external infra. structure work/ services/ facilities and DC are subject to change.

For Eighth North Ventures Pvt. Ltd.

Authorized Signatory:  (in)  (in)   
 DIRECTOR  
 EIGHTH NORTH VENTURES PRIVATE LIMITED

*True Photo Copy*  
*(Vand S Vaneet Sini)*  
*Attorney*

FORM LC-V  
(See Rule-12)  
Haryana Government  
Town and Country Planning Department

License No. 63 of 2009

1. This licence has been granted under The Haryana Development and Regulation of Urban Areas Act, 1975 and Rules made there under to M/s Commander Realtors Pvt. Ltd. M/s Golden View Builders Pvt. Ltd. M/s Bigla Realtors Pvt. Ltd. M/s Five Rivers Developers Pvt. Ltd. M/s Omnipresent Realtors Pvt. Ltd. M/s Aspirant Builders Pvt. Ltd. M/s Hardcore Realtors Pvt. Ltd. M/s BTVS Buildwell Pvt. Ltd. M/s Buzz Hotels Pvt. Ltd. M/s Five Rivers Township Pvt. Ltd. M/s Hi-Energy Realtors Pvt. Ltd. M/s Base Exports Pvt. Ltd. M/s Adson Software Pvt. Ltd. M/s SJ Estates Pvt. Ltd. M/s Auspicious Infrastructure Pvt. Ltd. M/s Regal Green Lands Pvt. Ltd. M/s High Responsible Realtors Pvt. Ltd. M/s Moonmoon Build Pvt. Ltd. M/s K.S.S Properties Pvt. Ltd. C/o M/s Commander Realtors Pvt. Ltd. A-11, 1<sup>st</sup> Floor, Neeti Bagh New Delhi for setting up of residential Colony on the area measuring 110.84 acres falling in the revenue estate of village Ullawas, Bohraampur and Ghara in Sector - 54, 59 & 61 District Gurgaon.
  2. The particulars of land wherein the aforesaid residential colony is to be set up are given in the schedule annexed hereto and duly signed by the Director, Town and Country Planning, Haryana.
  3. The licence is granted subject to the following conditions:-
    - a) That the residential colony is laid out to conform to the approved layout plan and the development works are executed according to the designs and specifications shown in the approved plan.
    - b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Rules, 1976 made there-under are duly complied with.
    - c) That the demarcation plan of the colony area is submitted before starting the development works in the colony and for approval of the zoning plan.
  4. That you shall construct 12 mtr wide service road and 24 mtr wide internal circulation plan road, if any, passing through your site at your own cost and the entire area under said roads shall be transfer free of cost to the Govt.
  5. That you shall derive permanent approach from the service road along the development plan road.
  6. That you will not give any advertisement for sale of floor area in Commercial and flat in group housing area before the approval of layout plan/building plans of the same.
  7. That the portion of sector/Master plan road which shall form part of the licensed area if any shall be transferred free of cost to the Government in accordance with the provisions of Section 3(3) (a) (ii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
  8. That you shall obtain approval/NOC from the competent authority to fulfil the requirements of notification No.195 dated 19.01.2009 issued by the Ministry of Environment & Forests, Govt. of India before starting the development works in the colony.
  9. That you shall seek approval from the competent authority under the Punjab Land Preservation Act, 1900 or any other statute applicable at site before starting the development works, if required.
  10. That you will use only CFL fittings for internal lighting as well as for campus lighting in the complex.
  11. That the licensee shall make arrangement for water supply, sewerage, drainage etc to the satisfaction of D/TCP till the services are made available from external infrastructure to be laid by HUDA.
  12. That you shall convey "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two month period from the date of grant of licence to enable provision of site in your land for Transformers/Switching Station/ Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.
13. The licence is valid upto 3-11-2013

Dated: Chandigarh  
The 3-11-2009,

(T.C. Gupta, I.A.)  
Director,  
Town and Country Planning,  
Haryana, Chandigarh.

True Photo Copy  
(Vancest Sai)  
Adhikari



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

Mr. High Star Builders Pvt. Ltd., M/s. Five Rivers Developments Pvt. Ltd., M/s. Bulls Builders Pvt. Ltd., M/s. Commercial Realtors Pvt. Ltd., M/s. BTVS Gurgaon Pvt. Ltd., M/s. Aspirant Builders Pvt. Ltd., M/s. Advan Software Pvt. Ltd., M/s. Bazz Hotels Pvt. Ltd., M/s. Flamingo Township Pvt. Ltd., M/s. Panchsara Pvt. Ltd., M/s. Panchsara Pvt. Ltd., M/s. Baza Exports Pvt. Ltd., M/s. Handcom Realtors Pvt. Ltd., M/s. Regal Green Leads Pvt. Ltd., M/s. SU Estates Pvt. Ltd., M/s. Anupkous Infrastructure Pvt. Ltd., Aml. Panel S/o. Kaver Singh, Prem Singh, Gopal S/o. Sh. Laksh, Sh. Bujar Oberoi S/o. Sh. Baldev Raj, Sh. Dhraj Oberoi S/o. Sh. Baldev Raj, Gopal S/o. Ram Gopal, Carpenter, Satvinder Singh, Kamalchand, Ravinder Kohar S/o. Balbir Singh, Ashok, Satbir, Nareish Kumar S/o. Lok Ram, Romesh, Shri Pal S/o. Jagat Singh, Khajun, Rishi, Suresh, Hemvir S/o. Mahesh, Ramesh S/o. Nela, Atul Chand, Kaver Singh, Dhan Singh, Shyam Lal, Anil Kumar, Sunil Kumar S/o. Parnal, Jagat, Nareish, Hemvir S/o. Mehar Chand, Hail Singh, Chander S/o. Lalchand, Kuldip Singh, Anil Kumar S/o. Hari Singh, Ruda, Shiv Deyal S/o. Yota, Deep Chand S/o. Hari Singh, Madan Lal, Manoj Kumar S/o. Anil, Smt. Sita D/o. Anil & Smt. Maya W/o. Anil, Raji Raj S/o. Tika Ram, Bhandar, Kala, Gaba S/o. Hari Kishan, Kaver Singh, Tejram S/o. Budhram, Parmu, Prasad, Kopal, Premal S/o. Hira, Bhagmal, Bahad, Rajan Singh, Hail, Leela S/o. Chatter Singh and Datta Ram, Rajpal, Ranvir S/o. Prabha and Ram Kishan, Ram Kumar, Robras, Ranga S/o. Dull Chand, Dull Chand, Prasad, Ram Kishan, Chiranjiv, Madan Lal S/o. Ram Chander Kaver Singh, Tejram S/o. Budhram, Tejram S/o. Balra Sharma, Bedram S/o. Balra, Balraj Pal S/o. Singh Ram, Balra, Chhat Raj, Kaver Singh, Tejram S/o. Budhram, Sh. Balra, Samson, Bans, Lalhai S/o. Kullhad, Sh. Atar Singh S/o. Sh. Madan S/o. Umrao, Sh. Rajpal S/o. Sh. Madan and Lalchand, Bawa Singh, Sanjay S/o. Ram Kishan Sharma and Bir Singh, Sh. Pal, Balraj Singh S/o. Sh. Chand, Lalchand, Brahma Singh, Sangeet S/o. Ram Kishan, Sh. Vinod Kumar S/o. Sh. Salpal, Sh. Neel S/o. Madhan, Rajpal S/o. Madan, Lal Chand S/o. Man Singh, Chander Singh S/o. Gyan Singh, Sh. Laksh S/o. Manish, Sh. Gitya, Shikhand, Durgazul, Salsgram, Jagpal, Madanpal S/o. Banat, Sh. Nishi adopt, Madhan, Kaver Singh S/o. Bhikha Singh, Sh. Salpal, Anup S/o. Khemra, Ganesh S/o. Surjan, Jai Bhagwan S/o. Gopal, Sh. Sandeep Dhan S/o. Omprakash, Sh. Ravi Singh, Mohan, Shor Singh, Ram Chander S/o. Jagmal & Vedram, Rajpal, Lalhai S/o. Jaihar & Hail Singh S/o. Main Singh C/o. M/s. Commercial Realtors Pvt. Ltd., A-11, 1<sup>st</sup> Floor, Hooty Bldg, New Delhi along with copy of agreement LC-17 and Material agreement.

- 2.
3. Chief Administrator, HUDA, Panchkula.
4. Chief Administrator, Housing Board Haryana, Sector-6, Panchkula along with copy of Agreements.
5. Managing Director, NVPK, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
6. Joint Director, Environment Haryana -C&D-Secretary, Sector-6, Panchkula.
7. Addl. Director Urban Estates, Haryana, Panchkula.
8. Administrator, HUDA, Gurgaon.
9. Chief Engineer, HUDA, Panchkula.
10. Superintending Engineer, HUDA, Gurgaon along with a copy of agreement.
11. Senior Town Planner (Monitoring Cell) Haryana, Chandigarh
12. Senior Town Planner, Gurgaon. He will ensure that the colonizer shall obtain approval/NOC in per condition No. (f) above before starting the Development Works.
13. Senior Town Planner (Enforcement), Haryana, Chandigarh.
14. Land Acquisition Officer, Gurgaon.
15. District Town Planner, Gurgaon along with a copy of agreement.
16. Chief Account Officer (Monitoring Cell), C&D Director, Town & Country Planning, Haryana, Chandigarh along with original bank guarantees of (DW & EDC and copy of agreements).
17. Accounts Officer, C&D Director, Town & Country Planning, Haryana, Chandigarh along with a copy of agreement.

(Signature)  
 District Town Planner (C&D)  
 For Director, Town and Country Planning,  
 Haryana, Chandigarh.

*Tom Auto Copy*  
*Vinod B*  
*(Vinod Soni)*  
*Adhikari*

FORM LCV  
(See Rule 12)  
HARYANA GOVERNMENT  
TOWN AND COUNTRY PLANNING DEPARTMENT

LICENCE NO. 60 OF 2012

This licence has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rules, 1976 made thereunder to Sh. Sanjiv Saini S/o Sh. P. Saini, Sh. Shant S/o Sh. Anand Singh, S/S. Jagraj, Rajesh Kumar, Mahesh Kumar, Sandeep, Pradip, Satish S/o Sh. Madan Lal, Sh. Madan Lal S/o Sh. Bala Ram, S/S. Sahil, Rajiv Saini, Sant. Kamla W/o Sh. Dharamvir, Sh. Chander S/o Sh. Bansi, Avon Philbert Pvt. Ltd., Sant. Swati Devi W/o Sh. Mahender Singh, Sh. Anshu S/o Sant. Vibha D/o Sh. M. L. Goyal, Sh. Saraj S/o Sh. Kuber, S/S. Ramesh, Jit Singh, Balbir, Sushil S/o Lakshmi, S/S. Bala, Sarman, Lakh S/o S. Kishan, Sh. Karn Kumar S/o Sh. Mangla, Sh. Bansi S/o Sh. Rakesh, Commissioner Real Estate Pvt. Ltd., Sh. Balbir S/o Chander Singh, Sh. Narendra Bohra S/o Sh. Prabhakar, S/S. Prasad Singh, Mahesh Choudhary, Mahender, Manoj S/o Arun, Sh. Anil S/o Mahesh, S/S. Kishan Lal, Chander Singh S/o Sh. Tauschand, S/S. Ramepal, Harraj, Datta S/o Sh. Rami Lal s/o Datta, Sh. Hakim Chaud S/o Sh. Umed, S/S. Jagan s/o Jagan, Gajraj Singh, Anand S/o Sh. Chharam, Sant. Manasa W/o Sh. Suresh, S/S. Anoop, Parveen, S/o Sh. Santosh, Sant. Nisha D/o Sh. Santosh, Sh. Balbir S/o Mahesh, S/S. Rajender, Sahil, Rishi S/o Sh. Kishan, S/S. Anand Kumar, Paryogen Knowledge Pvt. Ltd., Sh. Kishan, Sh. Nitesh S/o Sh. Manoj, Sant. Rameesh W/o Sh. Lakshmi, Sh. Guraj S/o Sh. Lakshmi, S/S. Balraj, Sant. Sumit D/o Sh. Lakshmi, Sant. Santar Devi W/o Sh. Ramesh, S/S. Prasad, Balbir S/o Mahesh, S/S. Hoshiyar, Kanwar Lal S/o Vishwan, Pivocovers Developments Pvt. Ltd., Bala Realtors Pvt. Ltd., Free Rivers Township Pvt. Ltd., S/S. Ramepal, Kishan S/o Shyamal, High Profile Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Rajat, Green Lands Pvt. Ltd., Sh. Sahil S/o Ravi Ram, S/S. Vijay, Rajinder, Satish S/o Ravi Ram, Sh. Chanderpal S/o Gyan Ram, Sh. Daya Ram S/o Gyan Ram, S/S. Jaiyal, Harsh, Neeraj S/o Maheshchand, Sh. Hasi Singh S/o Lakshmi, Omnipresent Realtors Pvt. Ltd., Bala Experts Pvt. Ltd., High-Response Realtors Pvt. Ltd., Anandara Infrastructure Pvt. Ltd., BU Estates Pvt. Ltd., S/S. Manoj, Indrapal S/o Bansi, S/S. Harish, Likh, Kaly S/o Sh. Suresh, O.P. Realtors Pvt. Ltd., Harsh Builders Pvt. Ltd., Paddock Probuild Pvt. Ltd., Paragony Probuild Pvt. Ltd., Asprant Builders Pvt. Ltd., Idarsh Conbuild Pvt. Ltd., S/S. Bhanu, Dayaram, Rajesh, Parvati S/o Likh, Sh. Dharamvir S/o Ram Suresh, Sh. Rajender S/o Prakash, Sh. Dinesh S/o Sh. Bhanu O.P. Commissioner Realtors Pvt. Ltd. A-11, 1<sup>st</sup> Floor, New Dahi for development of plotted colony over an area measuring 30.441 acres falling in the revenue estate of village Ushawa, Ghata & Baharapur, Sector 54, 55, 56, 61 & 62 Gurgaon - Mahesh Urban Complex.

1. The particulars of the land, wherein the proposed residential plotted/group housing colony is to be set up, are given in the schedule annexed hereto and duly signed by the Director General, Town & Country Planning, Haryana.
2. The Licence is granted subject to the following conditions:
  - a. That the plotted colony will be laid out in confirmation to the approved layout plan and development work is executed according to the design and specifications shown in the approved plan.
  - b. That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules 1976 made there under are duly complied with.
  - c. That the portion of Section/Master plan road which shall form part of the proposed area shall be transferred free of cost to the Government in accordance with the provisions of Section 3(3) (a) (ii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
  - d. That licensee shall construct the 12/13.24 m wide service road forming part of the site area at his own cost and the entire area under road shall be transferred free of cost to the Government.
  - e. That you shall take permanent access from service road proposed along the development plan road.
3. That licensee shall deposit the Infrastructural Development Charges @ ₹ 1000/- per sqm for commercial component, @ ₹ 625/- per sqm for group housing component and @ ₹ 500/- per sqm for plotted component in two equal installments i.e. 1<sup>st</sup> installment will be deposited within 60 days from grant of licence and 2<sup>nd</sup> installment within six months from grant of licence, failing which interest @ 18% per annum will liable to be paid for the delayed period.
4. That the licensee will integrate the services with HUDA services as per approved service plans and as & when made available.
5. That licensee will have no objection to the regularization of the boundaries of the licence through girth and site with the land, but HUDA is finally able to acquire in the interest of planned development and integrated services. The decision of the competent authority shall be binding in this regard.

- j. That you shall make arrangements for water supply, sewerage, drainage etc. if the provision of DTCIP till these services are made available from Beterol infrastructure to be laid by HUDA/HSEDC.
  - k. That development/construction cost of 26 m/s ft wide major internal roads to not included in the IDC, same and you shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of the same as and when the land is demanded by DTCIP, Haryana.
  - l. That the licensee shall submit NOC as required under notification dated 14.09.06 issued by GODEP, GDI before commencing development works at site.
  - m. That you shall obtain clearance from competent authority, if required under EIPA, 1986 and any other clearance required under any other law.
  - n. That you shall pay the labour cost charges as per policy dated 4.5.2010.
  - o. That licensee shall provide rain water harvesting system at site as per Central Ground Water Authority Gurgaon/Haryana Govt. notification, as applicable.
  - p. That the licensee shall make the provision of solar water heating system as per recommendations of HAREDA and shall make it operational, where applicable, before applying for Occupation Certificate.
  - q. That the developer will use only CFL fittings for internal as well as for campus lighting.
  - r. That licensee shall convey the ultimate power load requirement of the project to the concerned Power Authority, with a copy to the Director within a period of two month from date of grant of license, to enable provision for Transformers/ Switching Stations/ Electric Sub-stations at site of licensed land as per the norms prescribed by the power Authority, in the zoning plan of the project.
  - s. That in compliance of Rule 27 of Rules 1975 & Section 13 of Haryana Development and Regulation of Urban Areas Act, 1975, you shall inform account number and full particulars of the scheduled bank wherein you have to deposit thirty per centum of the amount from the plot for meeting the cost of internal development works in the colony.
  - t. That the pace of construction should be subject in accordance with your site agreement with the buyers of the flats as and when scheme is launched.
  - u. That you shall submit certificate issued by District Revenue Officer stating that there is no further sale of land applied for license till date and applicant compounds are owner of land within 15 days from issuance of this license.
  - v. That you shall specify the details of calculations per sq/ft, which is being demanded from the plot owners on account of IDC/EDC, if being charged separately as per rates fixed by Govt.
  - w. That you will intimate your official Email ID and the correspondence to this ID by the Deptt. will be treated as legal.
3. The license is valid up to 10/6/2016.

Place: Chandigarh  
Date: 11/6/2012

(I.C. Gupta, IAS)  
Director General  
Urban & Country Planning  
Chandigarh, Chandigarh

Encl. No. LC-1952(IV)-78(B)-2012 /0391

Date: 14/7/12

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action:

- Sh. Sanjeev Sahai S/o Sh. P. Sahai, Sh. Himanshu S/o Sh. Amar Singh, S/Sh. Bagari, Najeeb Kumar, Mahesh Kumar, Sandeep, Pardeep, Sarin S/o Sh. Madan Lal, Sh. Madan Lal S/o Sh. Badli Raha, S/Sh. Sahni, Rajinder S/o, Raj. Kamla W/o, Sh. Dharamsingh, Sh. Chandan S/o Sh. Bansal, Aron Finleaves Pvt. Ltd., Smt. Sarita Devi W/o Sh. Mohinder Singh, Sh. Anshu S/o, Smt. Vinita D/o Sh. M. L. Goyal, Sh. Surya S/o Sh. Kabir, S/Sh. Koochhand, Jit Singh, Balra, S/S/S. S/o Lakhman, S/Sh. Balra, Samman, Lalji S/o Sh. Kishor, Sh. Ram Kumar S/o Sh. Mangal, Sh. Bansal S/o Sh. Kuldeep, Commander Rastogi Pvt. Ltd., Sh. Suresh S/o Chandra Singh, Sh. Narendra Bhatia S/o Sh. Prabhakar, S/Sh. Praveen Singh, Mahesh Choudhary, Mohinder, Manoj S/o Anil, Sh. Anil S/o Mohan, S/Sh. Kundan Lal, Chandra Singh S/o Sh. Yashwant, S/Sh. Ranjeet, Harraj, Deepak S/o Sh. Ranjeet Lal alias Dodi, Sh. Hukam Chand S/o Sh. Usad, S/Sh. Jagan alias Jagan, Gajraj Singh, Anam S/o Sh. Shikhar, Smt. Ashwini W/o Sh. Santosh, S/Sh. Navin, Parveen, S/o Sh. Santosh, Smt. Nisha D/o Sh. Santosh, Sh. Badli S/o Manish, S/Sh. Rajender, S/Sh. Rande S/o Sh. Kirti, S/Sh. Navin Kumar, Parveen Kumar S/o Sh. Kishan, Sh. Navin S/o Sh. Anand, Smt. Ranveer W/o Sh. Lakhpat, Sh. Girraj S/o Sh. Lakhpat, Smt. Rajawari, Smt. Saran D/o Sh. Lakhpat, Smt. Ganeswari Devi W/o Sh. Hemchand, S/Sh. Prateep, Nandir S/o Mohan Lal, S/Sh. Hoshiyar, Kanwar Lal S/o Vishay,

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- Five Rivers Developers Pvt. Ltd., Bulk Realtors Pvt. Ltd., Five Rivers Township Pvt. Ltd., S/Sh. Rampal, Kishan S/o Shyam Lal, High Profile Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Royal Green Lands Pvt. Ltd., Sh. Babir S/o Ravi Ram, S/Sh. Vijay, Rajinder, S/Sh. S/o Ravi Ram, Sh. Chandrupal S/o Gopal Ram, Sh. Daya Ram S/o Gopal Ram, S/Sh. Jaipal, Naresh, Neeraj S/o Mahesh Chandra, Sh. Hari Singh S/o Lakshmi, Ornamental Realtors Pvt. Ltd., Base Experts Pvt. Ltd., High Responsible Realtors Pvt. Ltd., Auspicious Infrastructure Pvt. Ltd., SJ Estates Pvt. Ltd., S/Sh. Mainpal, Indrapal S/o Bansi, S/Sh. Harish, Litu, Kulu S/o Sh. Somera, G.P. Realtors Pvt. Ltd., Herald Builders Pvt. Ltd., Padlock Propbuild Pvt. Ltd., Pannoply Propbuild Pvt. Ltd., Aspirant Builders Pvt. Ltd., Mastiff Conbuild Pvt. Ltd., S/Sh. Banwaji, Deyaram, Raghav, Pancharam S/o Lata, Sh. Dharamvir S/o Ram Saran, Sh. Rajender S/o Premchand, Sh. Dharam S/o Sh. Brahmi C/o Commander Realtors Pvt. Ltd. A-11, 1<sup>st</sup> Floor, Noida Bagh, New Delhi alongwith a copy of schedule of land, approved layout plan and agreements.
2. Chief Administrator, HUDA, Panchkula alongwith a copy of agreement.
  3. Chief Administrator, Haryana Housing Board, Panchkula alongwith copy of agreement.
  4. MD, HVPN, Planning Director, Shakti Bhawan, Sector-6, Panchkula.
  5. MD, Haryana State Pollution Control Board, Panchkula.
  6. Adcl. Director, Urban Estates, Haryana, Panchkula.
  7. Administrator, HUDA, Gurgaon.
  8. Engineer-in-Chief, HUDA, Panchkula.
  9. Superintending Engineer, HUDA, Gurgaon alongwith a copy of agreement.
  10. Land Acquisition Officer, Gurgaon.
  11. Senior Town Planner (Engineering) Haryana, Chandigarh.
  12. Senior Town Planner, Gurgaon.
  13. District Town Planner, Gurgaon along with a copy of agreement.
  14. Chief Account Officer, O/o Senior Town Planner (Monitoring), Chandigarh.
  15. Accounts Officer O/o Director General, Town & Country Planning, Haryana, Chandigarh alongwith a copy of agreement.

*D. S. Ch.*  
 District Town Planner (HO) II  
 For Director General, Town & Country Planning,  
 Haryana, Chandigarh  
[dp.hudis.twp@gmail.com](mailto:dp.hudis.twp@gmail.com)

*T. S. Ch.*  
*V. S. Ch.*  
*(V. S. Ch.)*  
*Adm.*

**DIRECTORATE OF TOWN & COUNTRY PLANNING, HARYANA****SECTOR 18, CHANDIGARH.****Tele-Fax: 0172-2548475; Tel: 0172-2549351, 2549349; E-mail: tcphry@gmail.com****PUBLIC NOTICE FOR THE INFORMATION OF PERSONS INTENDING TO BUY PLOT/ FLAT IN PRIVATE LICENCED COLONIES OF HARYANA**

The Department had earlier issued notices to caution both the general public as well as the persons/companies/property dealers engaged in development/booking/sale of plots/flats in the private licenced colonies of Haryana refraining them from sale/purchase/bookings in such projects for which licence has not been issued by the State Government. In this regard a Public Notice had also been issued in several national dailies in the month of April 2011 informing the public that they should ascertain the complete details regarding licence granted to such colony before purchase of plots/ flats/ office space/ shops etc.

2. It has, however, been noticed that some of the colonisers still issue advertisements inviting the gullible public to invest in a project even before grant of licence to set up the colony resulting into misleading and defrauding the general public. While action against such unscrupulous elements is taken by the Department, the general public is hereby cautioned not to be allured by such advertisements and refrain from investing money in such projects for which licence has not been issued by the State Government.

3. In this regard, it is also informed that plots/flats for residential, commercial, institutional and industrial use etc. within the controlled areas and urbanisable limit as declared under the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and Haryana Development and Regulations of Urban Areas Rules, 1976 respectively, can be sold only after obtaining a license from the Department of Town and Country Planning, Haryana. The sale/pre-launch of plots without a license is illegal and there is no guarantee of any such project ever taking-off. In this regard the provision of Section 7 of the Haryana Development and Regulations of Urban Areas Act, 1975, is also reproduced below for reference:

**Section 7: Prohibition to advertise and transfer plots.** No person including a property dealer shall:-

- (i) without obtaining a license under section 3, transfer or agree to transfer in any manner plots in a colony or make an advertisement or receive any amount in respect thereof;
- (ii) erect or re-erect any building in any colony in respect of which a license under section 3, has not been granted.
- (iii) erect or re-erect any building other than for purpose of agriculture on the land sub-divided for agriculture as defined in clause (aa) of section 2 of this Act.

4. Some unscrupulous persons and companies may indulge in illegal activities of pre-launch of plots without obtaining a license for development of such colonies. Therefore, general public is advised to contact and verify whether license has been granted by the Director General, Town and Country Planning Department, Haryana before booking of plots/dwelling units/commercial property to avoid any legal problems and financial implications. Details of contact persons and their e-mail ids can be seen at Department's website: [tcpharyana.gov.in](http://tcpharyana.gov.in)

5. The persons/companies/property dealers are again cautioned not to sell/pre launch or offer plots/dwelling units/commercial property without obtaining license from Department of Town and Country Planning, failing which legal action shall be taken against them.

(T.C. Gupta, IAS)  
Director General  
30<sup>th</sup> Dec 2010

*True Photo Copy  
Vandana  
(Vandana Singh)  
Adhikari*

Annexure P-6

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ORDER

Subject: Incorporation of condition in the LOI for obtaining an affidavit from the landowner who would have entered into collaboration agreement with a coloniser for grant of licence.

Wherever landowners apply for grant of licence in collaboration with some colonisers, complaints have been received that in some cases before the licence is granted, the landowners have sold this land to third parties. This is resulting in disputes. Therefore, wherever the licence is being granted on the basis of collaboration agreement, a condition may be incorporated in LOI to obtain an affidavit from the landowner to affect that such land has not been sold to any person after entering into collaboration agreement with the coloniser to whom LOI is being issued and also that presently there is no collaboration agreement in force with any other person for such land.

2. No licence application in future be entertained unless the collaboration agreements are registered before the Sub-Registrar having territorial jurisdiction of the area in which the land falls.

Dated: 3<sup>rd</sup> January 2011.

(T.C. Gupta)  
DGICP, Haryana

Encl: No 51-59

Dated 5<sup>th</sup> Jan 2011

A copy is forwarded to the following for information and further necessary action as per above:

1. PS/DGICP
2. CTP Haryana
3. STP (E & V)
4. STP (Monitoring)
5. All District Town Planners (HQ)

P.P. Singh  
District Town Planner (HQ)  
Directorate of Town and Country Planning  
Haryana, Chandigarh

*True Photo  
Vansot Singh  
A.A.*



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Annexure P-7

Payment Acknowledgement

12/06

name Mrs. Monica Bindra  
 suite # T3-14-CS  
 pan no. ANCPB3602J  
 address 208 A  
 Aerials, DLF Phase - IV  
 Gurgaon India

12 February 2013

subject: Payment Acknowledgement of Suite # T3-14-CS in Grand Hyatt  
 Gurgaon Residences situated at Sector-58, Gurgaon.

We acknowledge with thanks, remittance of a sum of rs. 10000000 (rs. One Crore Only) vide  
 Cheque / Draft / PD No. 514358, 514359, 514354, 514360 Date 12-Apr-12, 02-May-  
 12 drawn on Bank of Baroda towards booking of Suite # T3-14-CS in Grand Hyatt Gurgaon  
 Residences situated at Sector-58, Gurgaon.

For ireo residences company private limited

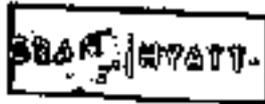
authorized signatory

NOTE:  
 Subject to retention

2012-02-12 11:00 AM  
 2012-02-12 11:00 AM  
 2012-02-12 11:00 AM



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RESIDENCES

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PAYMENT ACKNOWLEDGEMENT

NAME: Mrs. Manish Mandra  
 DATE: 10 Jan 2014  
 PAN NO. ANCTB1607J  
 ADDRESS: 108A  
 The Ankur, ELF Phase - V  
 Gurgaon 122009 India  
 SUBJECT: Payment Acknowledgement of Site & Construction Stage-17-T3/T4  
 in Grand Hyatt Gurgaon Residences situated in Sector-5B,  
 Gurgaon.

We acknowledge with thanks, receipt of a sum of Rs. 1000000 (Ten Lakhs Only) via Cheque / Draft / PO No. 511350 Dated 02-MAY-13 drawn on Bank of Baroda, towards Stage # CONNECTING SUITS-17-T3/T4 in Grand Hyatt Gurgaon Residences situated in Sector-5B, Gurgaon.

FOR IREC RESIDENCES COMPANY PRIVATE LIMITED

AUTHORIZED SIGNATORY

NOTE:  
Subject to verification



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4130014013

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PAYMENT ACKNOWLEDGEMENT

NAME: Mrs. Monica Hindu  
 SUITE #: CONNECTING SUITE-17-T3/T4 10 Jan 2014

PAN NO. ANUPM1602J  
 ADDRESS: ROKA  
 The Araks, DLF Phase - V  
 Gurgaon 122009 India

SUBJECT: Payment Acknowledgement of Suite # CONNECTING SUITE-17-T3/T4 in Grand Hyatt Gurgaon Residence situated at Sector-5B, Gurgaon.

We acknowledge with thanks, remittance of a sum of Rs. 2000000 (Rs. Twenty Lakhs Only) vide Cheque / Draft / P.O. No. 514354 Dated 13-Ann-11 drawn on Bank of Baroda towards Suite # CONNECTING SUITE-17-T3/T4 in Grand Hyatt Gurgaon Residence situated at Sector-5B, Gurgaon.

FOR GRAND HYATT RESIDENCES GURGAON PRIVATE LIMITED

AUTHORIZED SIGNATORY

NOTE:  
Subject to verification

APPROVED  
FOR THE COMPANY  
DIRECTOR

GRAND HYATT GURGAON RESIDENCES, SECTOR 5B  
Gurgaon, Haryana, India

GRAND HYATT GURGAON RESIDENCES  
Gurgaon, Haryana, India

GRAND HYATT GURGAON RESIDENCES  
Gurgaon, Haryana, India

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भारतीय रिज़र्व बैंक

PAYMENT ACKNOWLEDGEMENT

**PAID TO:** Mrs. Monica Indira  
**ACCOUNT:** COMMERCIAL SURVEY-17-T3/T4  
**DATE:** 10 Jan 2014  
**PAN NO.:** ANCPB3007J  
**ADDRESS:** 208A  
 The Arcades, DLF Phase - V  
 Gurgaon 122009 India  
**SUBJECT:** Payment Acknowledgement of Sale of COMMERCIAL SURVEY-17-T3/T4  
 in Grand Hyatt Gurgaon Residence situated at Sector-58, Gurgaon.

We acknowledge with thanks, remittance of a sum of Rs. 20000000.00 (Twenty Lakhs Only) with Cheque / Draft / PO No. 514359 Dated 13-APR-12 drawn on Bank of India towards Sale of COMMERCIAL SURVEY-17-T3/T4 in Grand Hyatt Gurgaon Residence situated at Sector-58, Gurgaon.

FOR INDIAN RESIDENCES COMPANY PRIVATE LIMITED

AUTHORIZED SIGNATORY

NOTE:  
Subject is retained

भारतीय रिज़र्व बैंक  
 भारतीय रिज़र्व बैंक का  
 अधिकृत हस्ताक्षर

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RESIDENCES

PAYMENT ACKNOWLEDGEMENT

NAME Mrs. Monica Hinds  
 SUITE # CONNECTING SUITE-17-13/14  
 10 Jan 2014

PAN NO. ANCPB3602J  
 ADDRESS 208 A  
 The Arcade, N.P. Phase - V  
 Gurgaon 122009 India

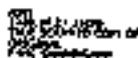
SUBJECT: Payment Acknowledgement of Suite # CONNECTING SUITE-17-13/14  
 in Grand Hyatt Gurgaon Residences situated at Sector-58, Gurgaon.

We acknowledge with thanks, receipt of a sum of Rs. 5000000 (Five Lakhs Only) via Cheque / Draft / PO No. 579156 Dated 13-Apr-14 drawn on Bank of India towards Suite # CONNECTING SUITE-17-13/14 in Grand Hyatt Gurgaon Residences situated at Sector-58, Gurgaon.

FOR THE DIRECTOR: PRINCES COMPANY PRIVATE LIMITED

AUTHORIZED SIGNATORY

NOTE:  
Subject to conditions





RECEIVED

*[Handwritten initials]*

PAYMENT ACKNOWLEDGEMENT

NAME Mrs. Monika Bhatia  
 SUITE # CONNECTING SUITE-17-T3/T4  
 PAN NO. ANCPB3503  
 ADDRESS 108A  
 The Arcade, DLF Phase - V  
 Gurgaon 122009

17 MAR 2014

JOINT ACCOUNT DETAILS:

JOINT NAME	PAN NO
_____	

SUBJECT: Payment Acknowledgement of Suite # Connecting Suite-17-T3/T4 in Grand Hyatt Gurgaon Residence situated at Sector-58, Gurgaon.

We acknowledge with thanks, receipt of a sum of Rs 3910000 (Rs. Seventy Nine Lakh Twenty Thousand Only) vide Cheque / Draft / D/O No. 841784 Dated 03-Mar-14 drawn on Industrial Bank branch Suite # Connecting Suite-17-T3/T4 in Grand Hyatt Gurgaon Residence situated at Sector-58, Gurgaon.

FOR INDUSTRIAL BANK COMPANY PRIVATE LIMITED  
  
 AUTHORIZED SIGNATORY

NOTE:  
 Subject to conditions  
THE INDUSTRIAL BANK COMPANY PRIVATE LIMITED  
 100, Connaught Place, New Delhi - 110028

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RESIDENCES

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PAYMENT ACKNOWLEDGEMENT

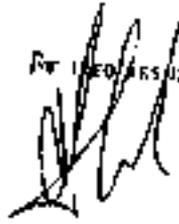
NAME Mrs. Munira Dinda  
 SUITE # CONNECTING SUITE-17-T3/T4 07 Apr 2014  
 PAN NO. ANCPB3602  
 ADDRESS 108A  
 The Arcade, 12th Floor, V  
 Gurgaon-122009

JOINT ALLOTEE DETAILS:

JOINT NAME	PAN NO
_____	

SUBJECT: Payment Acknowledgement of Suite # CONNECTING SUITE-17-T3/T4 in Grand Hyatt Gurgaon Residences situated at Sector-58, Gurgaon.

We acknowledge with thanks, remittance of a sum of Rs. 1980000.00 (Rs. Nineteen Lakhs Eighty Thousand Only) via Cheque / Draft / PO No. B4178) Dated 16-Mar-14 drawn on Industrial Bank towards Suite # CONNECTING SUITE-17-T3/T4 in Grand Hyatt Gurgaon Residences situated at Sector-58, Gurgaon.

BY  **THE RESIDENCES COMPANY PRIVATE LIMITED**  
 AUTHORIZED SIGNATORY

NOTE: THIS DOCUMENT IS THE SOLE PROPERTY OF THE COMPANY  
 Subject to regulation

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RESIDENCES

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PAYMENT ACKNOWLEDGMENT

NAME : Mrs Maria Linda  
 SUITE # : CORRELING SUITE-17 T3/T4  
 PAN NO. : ANCPHJ001  
 ADDRESS :  
 The Armas DLF Phase - V  
 Gurgaon 122009

15 Apr 2014

JOINT ALLOYED DETAILS:

JOINT NAME	PLAT NO
------------	---------

SUBJECT: Payment Acknowledgement of Suite # CORRELING SUITE-17 T3/T4 in Gurgaon  
Gurgaon Residences situated at Sector-58, Gurgaon.

We acknowledge with thanks, receipt of a sum of Rs. 792000.00 (Rs. Seven Lakh Ninety Two Thousand Only) via Cheque / Draft / PO No. 44 Dated 16-Apr-14 drawn on Bank of Baroda towards Suite # CORRELING SUITE-17 T3/T4 in Gurgaon Residences situated at Sector-58, Gurgaon.

FOR RESIDENCES COMPANY PRIVATE LIMITED



AUTHORIZED SIGNATORY

NOTE:  
 \*Subject to 10/10/2014

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RESIDENCES

## RECEIPT

Property : GHGR-T3-17-CSS  
 Customer No. : 1003730/8695  
 Customer Name : MRS. MONICA BINDRA  
 PAN : ANCPB3602J  
 Address : 208 A DLF PHASE - V ARALLAS  
 : GURGAON - 122009  
 : HARYANA INDIA

Receipt No. : 140000031  
 Receipt Date : 07-OCT-2015

Joint Account Details :  
 Joint Name : PAN

Sub : Property No. GHGR-T3-17-CSS at Sector-58, Gurgaon, Haryana.

We acknowledge with thanks, remittance of sum of Rs. 2,475,000.00 (Rs. Twenty Four Lakh Seventy Five Thousand Only) vide Cheque/Draft/PO No. 238862 Dated 07.10.2015 drawn on CITIBANK towards booking/instalment of above noted property at Sector-58, Gurgaon, Haryana.

Invoice Description	Amount
BSP	2,375,239.92
Service Tax	99,760.08
<b>Total:</b>	<b>2,475,000.00</b>

For IREQ RESIDENCES OU PVT. LTD.

Authorized Signatory

\* Subject to Realisation

\* This is an electronically signed receipt.

GET  
 1888  
 1888  
 1888



IREO RESIDENCES

170

## RECEIPT

Property : GHGR-T3-17-CSS  
 Customer No. : 100730 / 8506  
 Customer Name : MRS. MONICA BENDRA  
 PAN : ANCPB0602J  
 Address : 20B A DLF PHASE - V ARALIAS  
 : GURGAON - 122009  
 : HARYANA INDIA

Receipt No. : 1400900032  
 Receipt Date. : 07-OCT-2015

Joint Allocated Details :  
 Joint Name : PAN

Sub : Property No. GHGR-T3-17-CSS at Sector-68, Gurgaon, Haryana.

We acknowledge with thanks, remittance of sum of Rs. 2,475,000.00 (Rs. Twenty Four Lakh Seventy Five Thousand Only) vide Cheque/Draft/PO No. 638884 Dated 08 10, 2015 drawn on CITIBANK towards booking/installment of above-noted property at Sector-68, Gurgaon, Haryana.

Invoice Description	Amount
RSP	2,375,239.52
Service Tax	99,760.08
<b>Total:</b>	<b>2,475,000.00</b>

For IREO RESIDENCES CO PVT. LTD.

Authorized Signatory

\* Subject to Reservation  
 \* This is an electronically signed receipt.

IREO RESIDENCES CO PVT. LTD.  
 GURGAON, HARYANA  
 INDIA

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~~107~~



RESIDENCES

RECEIPT

Property : GHGR-T3-17-CSS  
 Customer No. : 1003730 / 8505  
 Customer Name : MRS. MONICA BINDRA  
 PAN : ANCFB0602J  
 Address : 209 A DLF PHASE - V ARAJAS  
 : GURGAON - 122008  
 : HARYANA INDIA

Receipt No. : 140000038  
 Receipt Date. : 09-OCT-2015

Joint Alottee Details :  
 Joint Name : PAN

Sub : Property No. GHGR-T3-17-CSS at Sector-68, Gurgaon, Haryana.

We acknowledge with thanks, remittance of sum of Rs. 2,475,000.00 (Rs. Twenty Four Lakh Seventy Five Thousand Only) vide Cheque/RTGS/NEFT No. 638888 Dated 09.10.2015 drawn on CITIBANK towards booking/installment of above noted property at Sector-68, Gurgaon, Haryana.

Invoice Description	Amount
BSP	2,375,239.92
Service Tax	99,760.08
<b>Total:</b>	<b>2,475,000.00</b>

For IREO RESIDENCES CO PVT. LTD.

Authorized Signatory

\* Subject to Reservation  
 \* This is an electronically signed receipt.

IREO RESIDENCES CO PVT. LTD.  
Gurgaon, Haryana



RESIDENCES

## RECEIPT

Property : GHGR-T3-17-C55  
 Customer No. : 1003730/8505  
 Customer Name : MRS. MONICA BINDRA  
 PAN : ANCPB0602J  
 Address : 206 A DLF PHASE - V ARALIAS  
 : GURGAON - 122009  
 : HARYANA, INDIA

Receipt No. : 140000040  
 Receipt Date. : 10-OCT-2015

Joint Account Details :  
 Joint Name : PAN

Sub : Property No. GHGR-T3-17-C55 at Sector-58, Gurgaon, Haryana.

We acknowledge with thanks, remittance of sum of Rs. 2,475,000.00 (Rs. Twenty Four Lakh Seventy Five Thousand Only) vide Cheque/Draft/PO No. 638990 Dated 10.10.2015 drawn on CITIBANK towards booking/installment of above-noted property at Sector-58, Gurgaon, Haryana.

Invoice Description	Amount
BSP	2,375,239.62
Service Tax	99,760.06
Total:	2,475,000.00

For GREO RESIDENCES CO PVT. LTD

Authorized Signatory

\* Subject to Realisation

\* This is an electronically signed receipt.

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RESIDENCES

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## RECEIPT

Property	: GHGR-T3-17-CSS	Receipt No.	180000020
Customer No.	: 1003730 / B505	Receipt Date.	31-DEC-2015
Customer Name	: MRS. MONICA BINORA		
PAN	: ANCPB0002J		
Address	: 208 A DLF PHASE - V		
	: ARALIAS		
	: GURGAON - 122009 HARYANA INDIA		
Joint Allottee Details:			
Joint Name	: PAN		

Sale - Property No. GHGR-T3-17-CSS at Sector-58, Gurgaon, Haryana.

We acknowledge with thanks, credit of Rs. 25,00,000 (Rs. Twenty Five Thousand Only) with TDS deducted & deposited vide Act No. AC4357006 vide Certificate No. XRLYEIJ towards booking/installment of above-noted property at Sector-58, Gurgaon, Haryana.

Invoice Description	Amount
BSP	23,992.32
Service Tax	1,007.68
Total:	25,000.00

For IREO RESIDENCES CO PVT. LTD.

Authorized Signatory

Subject to Realisation

\* This is an electronically signed receipt.

For IREO RESIDENCES CO PVT. LTD.  
Gurgaon, Haryana



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IREQ RESIDENCES

150

## RECEIPT

Property : GHGR-T3-17 CSS  
 Customer No. : 1003730/8505  
 Customer Name : MRS MONICA BINDRA  
 PAN : ANCPB3602J  
 Address : 208 A DLF PHASE - V  
 : ARALIAS  
 : GURGAON - 122009 HARYANA INDIA

Receipt No. : 1600000021  
 Receipt Date : 31-DEC-2015

Joint Alottee Details :

Joint Name : PAN

Sub : Property No. GHGR-T3-17-CSS at Sector-58, Gurgaon, Haryana.

We acknowledge with thanks, credit of Rs. 75,000.00 (Rs. Seventy Five Thousand Only) vide TDS deducted & deposited vide A/c No. AC4203172 vide Certificate No XRLARHJ towards booking/installment of above-noted property at Sector-58, Gurgaon, Haryana.

Invoice Description	Amount
BSP	71,975.97
Service Tax	3,023.03
Total:	75,000.00

For IREQ RESIDENCES CO PVT. LTD.

Authorized Signatory

\* Subject to Publication

\* This is an electronically signed receipt.

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IREO RESIDENCES

RECEIPT

Property : GHGR-73-17-CSS  
 Customer No. : 1003730 / 0508  
 Customer Name : MRS. MONICA BINDRA  
 PAN : ANCPB3002J  
 Address : 208 A DLF PHASE - V  
 : ARALIAS  
 : GURGAON - 122009 HARYANA INDIA

Receipt No. : 1100000265  
 Receipt Date : 11-FEB-2016

Joint Allottee Details :  
 Joint Name : PAN

Sub : Property No. GHGR-73-17-CSS at Sector-56 , Gurgaon, Haryana.

We acknowledge with thanks, remittance of sum of Rs. 27,000.00 (Rs. Twenty Seven Thousand Only) vide Cheque/Draft/PO No. 638883 Dated 11.02.2016 drawn on CITIBANK towards booking/installment of above-quoted property at Sector-56, Gurgaon, Haryana.

Invoice Description	Amount
BSP	25,911.71
Service Tax	1,088.29
<b>Total:</b>	<b>27,000.00</b>

For IREO RESIDENCES CO PVT. LTD.

Authorized Signatory

\* Subject to Realisation  
 \* This is an electronically signed receipt.



RESIDENCES

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## RECEIPT

Property : GHGR-T3-17-CSS  
 Customer No. : 1003730 / 8505  
 Customer Name : MRS. MONICA BUNDIRA  
 PAN : ANCPBL3602J  
 Address : 208 A DLF PHASE - Y  
 ARIALIAS  
 GURGAON - 122009 HARYANA INDIA

Receipt No. : 1400000064  
 Receipt Date : 11-FEB-2016

Joint Allocated Details :  
 Joint Name : PAN

Sub : Property No. GHGR-T3-17-CSS at Sector-58, Gurgaon, Haryana.

We acknowledge with thanks, remittance of sum of Rs. 8,447,498.00 (Rs. Eighty Four Lakh Forty Seven Thousand Four Hundred Ninety Six Only) vide Cheque/Draft No. 638881 Dated 11.02.2016 drawn on CITIBANK towards booking/installment of above-mentioned property at Sector-58, Gurgaon, Haryana.

Invoice Description	Amount
BSP	8,107,001.92
Service Tax	340,496.08
Total:	8,447,498.00

For IRED RESIDENCES CO PVT. LTD.

Authorized Signatory

\* Subject to Reservation

\* This is an electronically signed receipt.

FOR IRED RESIDENCES  
 THE SIGNATURE OF  
 AUTHORIZED SIGNATORY

177

188



RESIDENCES

RECEIPT

Property : GHGR-T3-17-CSS  
 Customer No. : 1003730 / 8505  
 Customer Name : MRS MONICA BUNDRU  
 PAN : ANCPB3602J  
 Address : 208 A DLF PHASE - V  
 ARALIAS  
 GURGAON - 122108 HARYANA INDIA

Receipt No. : 1000000037  
 Receipt Date. : 29-FEB-2016

Joint Alottee Details :  
 Joint Name : PAN

Subj: Property No. GHGR-T3-17-CSS at Sector-58, Gurgaon, Haryana.

We acknowledge with thanks, credit of Rs. 85,600.00 (Rs. Eighty Five Thousand Six Hundred Only) vide TDS deducted & deposited vide Ack. No. AC724157D vide Certificate No. XRMKLTJ towards booking/installment of above-noted property at Sector-58, Gurgaon, Haryana.

Invoice Description	Amount
BSP	82,148.40
Service Tax	3,450.23
On Account Receipt	1.37
<b>Total:</b>	<b>85,600.00</b>

For IREO RESIDENCES CO PVT LTD.

Authorized Signatory

\* Subject to the above  
 \* This is an electronically signed receipt.

1000000037  
 29 FEB 2016  
 85600.00



RESIDENCES

~~1009~~

RECEIPT

Property : GHGR-T3-17-CSS  
 Customer No. : 1003730 / 8505  
 Customer Name : MRS. MONICA DINGRA  
 PAN : AMCPB3602J  
 Address : 208 A DLF PHASE - V  
 : ARAJAS  
 : GURGAON - 122009 HARYANA INDIA

Receipt No. : 1400000030  
 Receipt Date. : 05-DEC-2016

Joint Addressee Details :  
 Joint Name : PAN

Sub: Property No. GHGR-T3-17-CSS at Sector-58, Gurgaon, Haryana.

We acknowledge with thanks, remittance of sum of Rs. 341,250.00 (Rs. Three Lakh Forty One Thousand Two Hundred Fifty Only) vide Cheque/Draft/PO No. 622960 Dated 01.12.2016 drawn on CITIBANK towards booking/installment of above noted property at Sector-58, Gurgaon, Haryana.

Invoice Description	Amount
YA' Liberty Annex-1	341,250.00
<b>Total:</b>	<b>341,250.00</b>

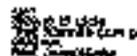
For IREO Residences company Private Limited



Authorized Signatory

\* Subject to Registration  
\* PAN is an electronically signed receipt

*For Right on*  
*Dr. [Signature]*  
*(Support Vector)*  
*Pratik [Signature]*



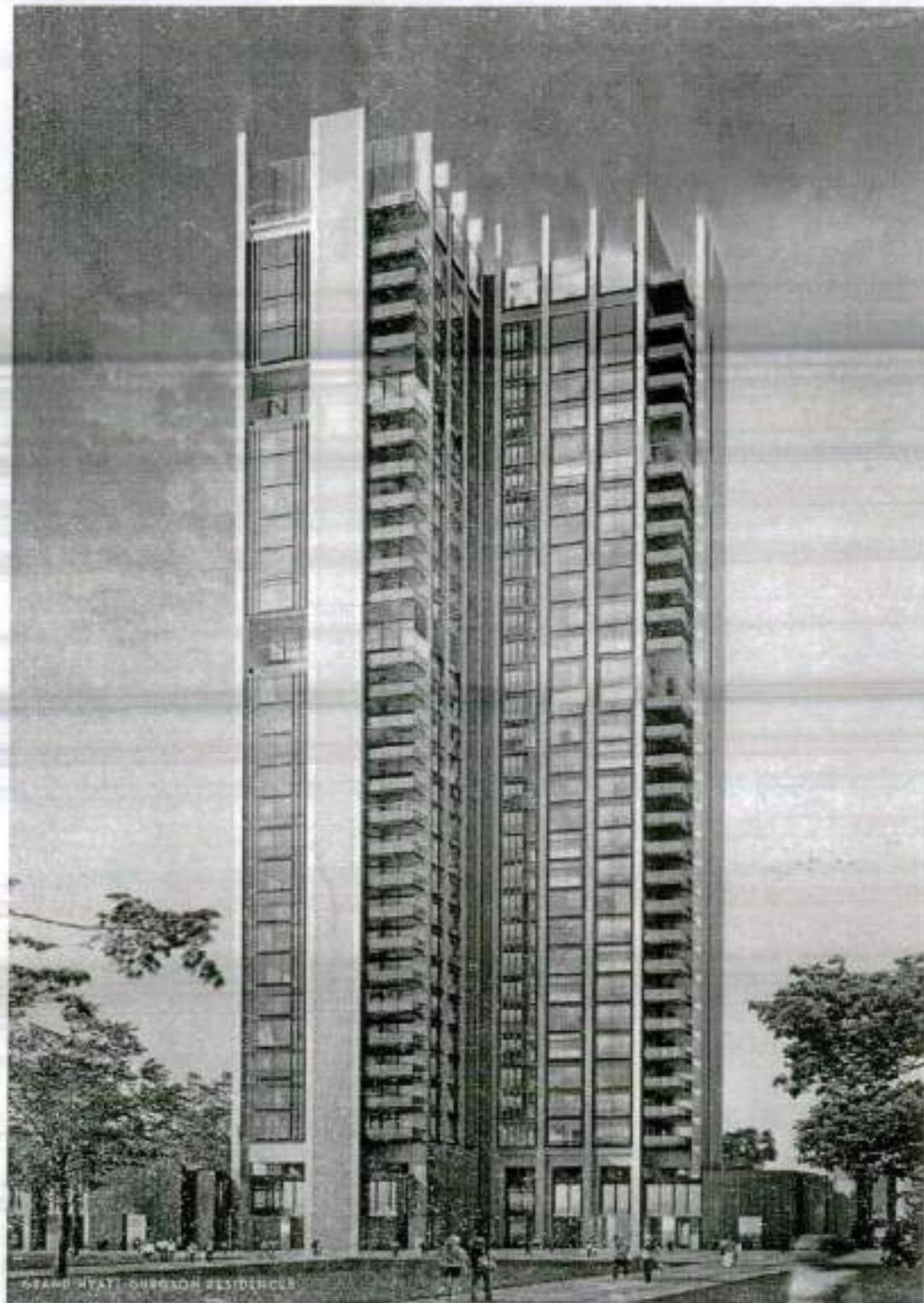
179

158

Annexure P-3

LUXURY IS  
 ATTENTION TO  
 DETAIL ORIGINALITY  
 ELIGIBILITY  
 -----AND GAVE ALL  
 QUALITY

GRAND HYATT



180

THIS IS NOT SIMPLY A  
BUILDING PROJECT IN AN EXISTING CITY,  
NOR JUST A GATEWAY PROJECT.  
IT IS A PLACE IN ITSELF—A COMPLETE,  
INTEGRATED COMMUNITY THAT  
MAKES THE TRANSITION FROM  
OPEN LANDSCAPE TO URBAN STREET—  
A PLACE FOR PEOPLE TO LIVE,  
WORK, CELEBRATE, RELAX, PARTY, SHOP, VISIT  
AND TAKE PRIDE IN OWNERSHIP.

GRAND | HYATT  
RESIDENCES



GRAND HYATT HOTEL AND BUSINESS COMPLEX

IREO PROUDLY INTRODUCES THE  
 GRAND HYATT MIXED-USE LIFESTYLE COMPLEX,  
 WHERE AN INNOVATIVE 'OPEN LIVING'  
 DESIGN PHILOSOPHY MERGES SEAMLESSLY WITH  
 EXCEPTIONAL EXPERIENCES AND VIBRANT ENTERTAINMENT  
 THROUGH AN UNPARALLELED COLLECTION OF  
 SPECTACULAR GRAND HYATT BRANDED RESIDENCES,  
 A WORLD CLASS GRAND HYATT HOTEL & SPA,  
 INTERNATIONAL STATE-OF-THE-ART OFFICES  
 AND A UNIQUE LUXE RETAIL AND ENTERTAINMENT HUB.  
 THE OFFERING IS AN EXCEPTIONALLY EXCITING  
 LIVING CENTRE WHICH BENCHMARKS A NEW VISION,  
 NOT ONLY FOR INDIA, BUT WILL SURELY RIVAL  
 THE VERY BEST THROUGHOUT THE WORLD.

*It is impossible to reach luxury*



A DIVERSITY OF  
GLOBAL PROPORTIONS.

AN IMPECCABLE ASSOCIATION  
OF AWARD WINNING DESIGNERS, ARCHITECTS  
AND ARTISANS CULMINATE IN THE DEVELOPMENT  
OF THIS EXCLUSIVE LIFESTYLE COMPLEX  
WHICH DEBUTS A TRANSFORMATIVE  
OPEN LIVING EXPERIENCE.

GRAND HYATT

Foster + Partners    touyehi

ireo



### Foster + Partners

The world renowned and foremost, London based, architectural firm is led by the visionary Lord Norman Foster. Foster + Partners has designed this one of a kind, resort city within a city, including the five iconic Grand Hyatt Guojun Residences, Towers and Clubhouse. Foster + Partners are experts in bringing light and volume into the architecture through innovative engineering solutions. Whether it is the British Museum or the Hearst Tower in New York City, landmark projects completed by Foster + Partners include the largest building on earth, the Beijing Airport, the tallest bridge in the world, the Millau Viaduct in France; the landmark building that has come to define London, the Swiss RE; and the recent iconic building in New York, the Hearst Tower.

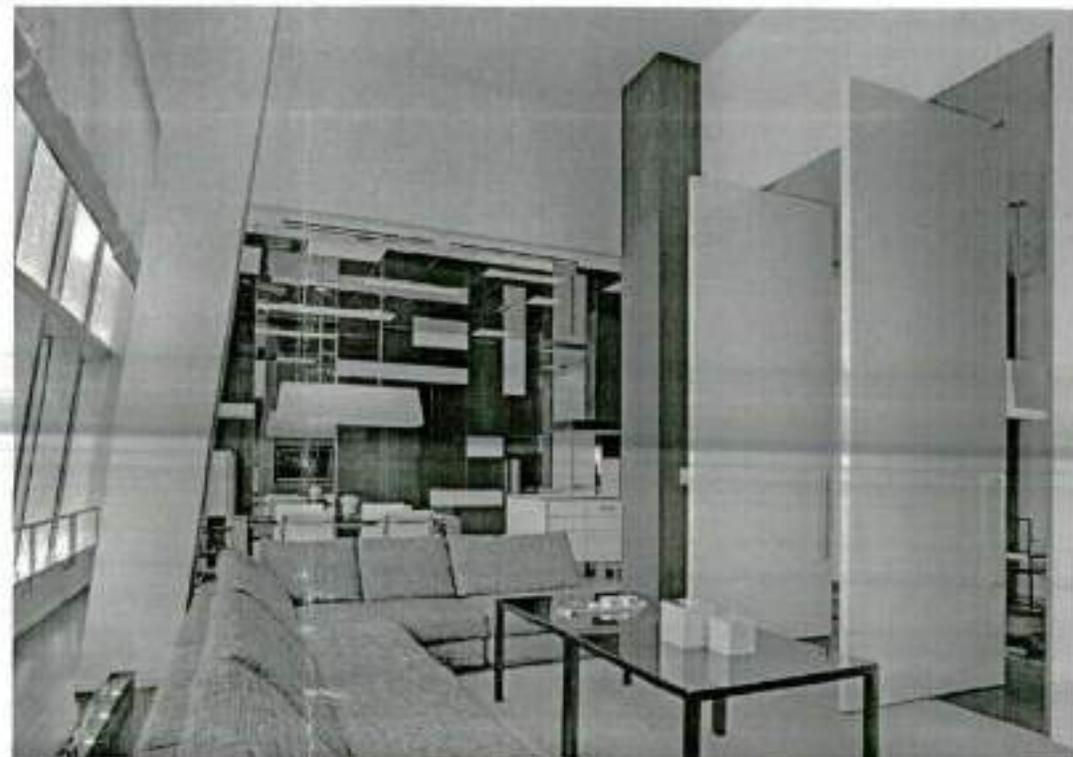
Architecture is generated by the needs of people.

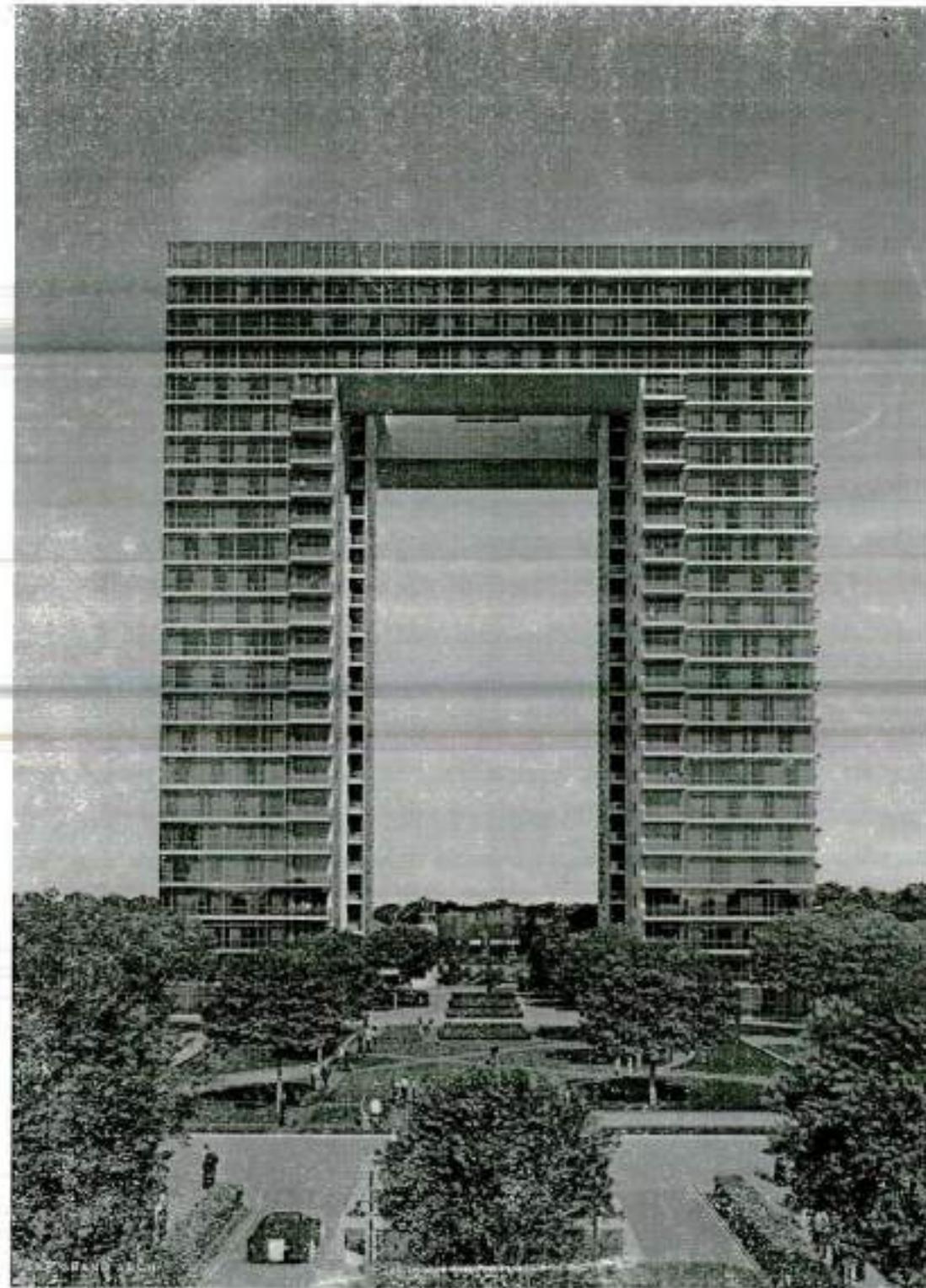
## tony chi

Award winning interior design and lifestyle studio based in New York City, emphasizes timeless opulence and understated luxury, with a meticulous attention to detail.

The genius of Tony Chi is a resolute and masterfully seamless combination of Asian and European experiences which creates a new visual narrative driven by a sense of place and a sense of origin. He and his team are currently creating a new poetic narrative expressed in modern spaces and venues for the Grand Hyatt Gurgaon Residences, Grand Hyatt Hotel and its Signature Spa.

*"Design does not impose, rather it inspires."*





IREO is the first and the largest FDI in Indian realty with a fund size of US \$1.7 billion and the backing of global blue chip investors and financial institutions. Since establishing its presence in 2004, IREO has evolved into a fully integrated real estate organization that is both the financier and developer of its projects. The company has a pan-India footprint of projects in prime locations across NCR (including Gurgaon), Haryana, Punjab, Tamil Nadu and Maharashtra that are under various stages of development and implementation. Hence it comes as no surprise that IREO has made an indelible mark in the real estate sector and in the hearts and minds of home buyers.

"Innovative concepts to open living."



Ireo Residences Company Private Limited  
 Ireo Sales Village  
 Golf Course Extn. Road,  
 Sector - 61, Ireo City, Gurgaon  
 Telephone +91 124 475 4288  
 ghresidences@ireo.in  
 www.ghgresidences.com  
 CIN No: U74900DL2010PTC204169

THIS COLLATERAL DOES NOT CONSTITUTE A LEGALLY BINDING OFFER. THE CONTENTS HEREIN, INCLUDING ALL SERVICES, INFRA-STRUCTURE, PRODUCTS, DESIGNS, SPECIFICATIONS AND INFORMATION ARE SUBJECT TO CHANGE, WITHOUT NOTICE, AT THE SOLE DISCRETION OF THE COMPANY. ALL IMAGES ARE ARTISTIC CONCEPTUALIZATION AND DO NOT PURPORT TO REPLICATE THE PRODUCT(S) DEPICTED HEREIN.

GRAND HYATT GURGAON RESIDENCES ARE NOT OWNED, DEVELOPED OR SOLD BY HYATT INTERNATIONAL CORPORATION OR ITS AFFILIATES (HYATT). "GRAND HYATT" IS REGISTERED TRADEMARK OF HYATT IN INDIA AND ELSEWHERE. THE "GRAND HYATT" TRADEMARK AND TRADE NAME IS USED BY THE COMPANY UNDER A LICENSE AGREEMENT WITH HYATT AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN. THE LICENSE TO USE THE "GRAND HYATT" TRADEMARK IS ONLY FOR GRAND HYATT GURGAON RESIDENCES, AND THE PURCHASER SHALL NOT HAVE ANY RIGHT, TITLE OR INTEREST IN THE SAME.

*Tom Pado Goh*  
*Vandana*  
*(Vandana Soni)*  
*Aditya*

Annexure P-9

187

95

Directorate of Town and Country Planning, Haryana,  
Sector-18, Chandigarh.  
Tele-Fax: 0172-2548475, Tel: 0172-2549851, E-mail: [tcpohry@gmail.com](mailto:tcpohry@gmail.com)  
Web Site: [www.tcparyana.gov.in](http://www.tcparyana.gov.in)

Memo No.: ZP-582-B/AD (RA)/2012/ 24615

Dated: 4/12/12

To

Sh. Sanjeev Saini S/o Sh. P. Saini and others,  
C/o Commander Realtors Pvt. Ltd.,  
A-11, 1st Floor, Neeti Bagh,  
New Delhi.

Subject:-Approval of zoning plan of the Group Housing Colony measuring 17.224 acres falling in the Residential Plotted Colony measuring 331.619 acres (Licence No. 63 of 2009 dated 03.11.2009, Licence No. 107 of 2010 dated 20.12.2010 and Licence No. 60 of 2012 dated 11.06.2012) in Sector-58, 59, 60, 61 & 62 Gurgaon Manesar Urban Complex being developed by Commander Realtors Pvt. Ltd. and others.

Please find enclosed a copy of approved zoning plan of the above said Group Housing Scheme bearing Drg. No. DG, TCP-3553 dated 24.11.2012.  
DA/As above



(Devendra Nimbokar)  
District Town Planner (HQ),  
For Director General, Town & Country Planning,  
Haryana, Chandigarh.

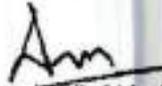


Endst. No. ZP-582-B/AD (RA)/2012/ 24616/17 Dated 4/12/12

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

1. The Senior Town Planner, Gurgaon along with a copy of approved zoning plan.
2. The District Town Planner, Gurgaon along with a copy of approved zoning plan.

DA/As above



(Devendra Nimbokar)  
District Town Planner (HQ),  
For Director General, Town & Country Planning,  
Haryana, Chandigarh.



True Plat/Plan  
Vandana  
(Vandana Saini)  
Bd/11

WELCOME

188

12 February 2013

Mr. Saten Kapur  
5 Panchsheel Marg  
Chanakya Puri  
New Delhi  
India

Dear Mr. Saten Kapur,

We are delighted to welcome you to the exclusive family of proud homeowners at the *Grand Hyatt Gurgaon Residences*.

Conceived through a never-before collaboration of some of the most renowned names in the worlds of architecture, design and hospitality, these prestigious suites are destined to set a new benchmark of rare elegance, sophistication and luxury. Located in the heart of the upcoming master-planned Ireo City on Golf Course Extension Road in Gurgaon, these residences are part of a larger integrated lifestyle complex—where Ireo's innovative "Open Living" design philosophy takes shape through an ensemble which includes a spectacular Grand Hyatt Hotel & Spa, international state-of-the-art offices and an unique luxe retail and entertainment hub. Welcome to this opportunity of a lifetime. Welcome to the *Grand Hyatt Gurgaon Residences*.

We take this opportunity to enclose the application form for your unit at the *Grand Hyatt Gurgaon Residences*. Our dedicated *Grand Hyatt Gurgaon Residences Team* is always available to render any assistance that you may need with the application process. You can contact them at +91 124 475 4288 or emailing [ghresidences@ireo.in](mailto:ghresidences@ireo.in).

Best Regards,

Lalit Goyal  
Vice Chairman & Managing Director  
IREO

Time Photo Copy  
(Vandeeet Sani)  
Sumit Kumar  
Post of Address -



Annexure P-11

189

Handwritten signature

33

M/s. Spencer Realty Pvt. Ltd.  
c/o Mr. Atul Kapur  
EG 1/46 Garden Estate, M G Road  
Gurgaon  
India

14 February 2013

M/s. Spencer Realty Pvt. Ltd.,

We are delighted to welcome you to the exclusive family of proud homeowners at the Grand Hyatt Gurgaon Residences.

Conceived through a never-before collaboration of some of the most renowned names in the worlds of architecture, design and hospitality, these prestigious suites are destined to set a new benchmark of rare elegance, sophistication and luxury. Located in the heart of the upcoming master-planned Ireo City on Golf Course Extension Road in Gurgaon, these residences are part of a larger integrated lifestyle complex—where Ireo's innovative "Open Living" design philosophy takes shape through an ensemble which includes a spectacular Grand Hyatt Hotel & Spa, international state-of-the-art offices and an unique luxe retail and entertainment hub. Welcome to this opportunity of a lifetime. Welcome to the Grand Hyatt Gurgaon Residences.

We take this opportunity to enclose the application form for your unit at the Grand Hyatt Gurgaon Residences. Our dedicated Grand Hyatt Gurgaon Residences Team is always available to render any assistance that you may need with the application process. You can contact them at +91 124 475 4288 or emailing ghresidences@ireo.in.

Best Regards,

Handwritten signature: Lalit

Lalit Goyal  
Vice Chairman & Managing Director  
IREO

GRAND HYATT GURGAON RESIDENCES, IREO CITY,  
5th Floor, Orchid Centre, Golf Course Road, Sector - 53,  
Gurgaon, 122002, Haryana, India.

+91 124 475 4288 TEL  
ghresidences@ireo.in  
www.ireoindia.com

IREO RESIDENCES COMPANY PRIVATE LIMITED

Handwritten signature: Pooja

Handwritten mark: a circle with a vertical line through it

True Photo of  
Vandana  
(Vandana Semi)  
Aditya

### Ireo announces tie up with Hyatt Hotels for Grand Hyatt Residences & Grand Hyatt Hotel in Gurgaon

- Ultra-luxury residences conceived by a unique collaboration of the world's best – Foster + Partners (project architect) & Tony Chi (interior designer)
- Management agreement with Hyatt Hotels Corporation for top notch facilities & services

New Delhi, Feb 23, 2013 India's first and largest private equity fund dedicated to the real estate sector, Ireo, announced today that it has entered into management agreements with the internationally acclaimed hospitality chain, Hyatt Hotels Corporation, for "Grand Hyatt" branded luxury residences and a Grand Hyatt Hotel at the upscale Ireo City complex on Golf Course Extension Road in Gurgaon. Ireo City, itself, is an ambitious, world class mixed-use development project spread over approximately 800 acres – a resort city within a city – that includes schools, hospitals, parks, offices, shopping malls, art centres, and theatres.

A first of its kind, this project will be designed by the renowned London based architectural firm Foster+ Partners, led by the visionary Lord Norman Foster and celebrity interior designer, Tony Chi of the New York based Tony Chi & Associates. Collectively these two firms have designed many landmark projects throughout the world, including Foster's, The Swiss Re Headquarters, London, the Beijing Airport, and Tony Chi & Associates' opulent Park Hyatt Shanghai and the stylish Andaz, 5th Avenue in New York City. Spread over a sprawling 29 acres, the project will be in close connectivity with Cyber City, Gurgaon's Central Business District, the golf course and the International Airport. The residences will offer approximately 265 luxury residences in configurations of four bedroom units, duplex, connected floating units and penthouses (ranging from 4,500 sq ft to 10,000 sq ft). The residences have been strategically designed to overlook an approximately 50 acre golf park being developed within Ireo City and will be accessed by two private lifts along with a private foyer.

The residences are being crafted in sync with Ireo's "Open Living" principles and will have outstanding features like extra high ceilings, use of floor to ceiling glazing to bring natural light to all corners of unit, large decks / extended balconies with viewing corridors, intelligent air-conditioning, heated bathroom flooring, international quality kitchen and wardrobes, and smart-home automation systems. The penthouses will also have their own private pools.

Owners of the Grand Hyatt Gurgaon Residences units will be pampered on a daily basis at the exclusive clubhouse operated and managed by Hyatt which will feature a library lounge, restaurant, banquet space, multi-purpose sports facility, a state of the art gymnasium and yoga room, heated swimming pool, outdoor decks which doubles up as event space. Amenities such as concierge, valet, laundry services, in-residence dining, and residential moving facilities will also be available to the residents. Residents will also be able to enjoy private access to the neighboring Grand Hyatt Hotel's amenities and services, including the spa, business centre, multiple restaurants and state of the art meeting facilities.

Speaking on the project, **Lalit Goyal, Vice Chairman and Managing Director of Ireo** said, "At Ireo, creating superior value by constantly working to raise the bar in terms of quality of life delivered in each of our projects is our priority. Our core philosophy of Open Living focuses on the seamless integration of residential communities, work and recreation facilities; exemplifying the future of luxury urban living in India. We feel this project will be transformative, not just in the ambition of building a true 21st Century lifestyle, but also in the harnessing of the collaborative vision and efforts of world leaders in the fields of architecture, design and hospitality services. All of them are individually, no less than legends in their fields, and we believe our collective shared vision will be a true example of modern innovation in living design".

"Grand Hyatt Gurgaon Residences, in tandem with the Grand Hyatt hotel, will be a crown jewel development in Ireo City and the Delhi NCR region. With the third highest capita income in India, Gurgaon is attracting entrepreneurs and business owners who have an appetite for luxury brands and residences," said **Ramesh Verma, Senior Vice President of Real estate and Development, Asia Pacific, Hyatt Hotels & Resorts**. He further added, "Along with the vision that Ireo brings to the table, we have a remarkable opportunity to expand the presence of the iconic Grand Hyatt brand in the rapidly growing Indian market".

**John Burlingame, Global Head of Residential Development, Hyatt Hotels Corporation** adds, "We are extremely honoured and excited that the Grand Hyatt brand will fly its flag over this remarkable project. It is an enormous opportunity for the legendary service and global amenities, which Grand Hyatt has become so well known for, to add to the extraordinary quality of life for of each of the residents and guests in this large scale vision of a brand new and thoroughly modern city of 21st century India."

Expected to open in 2017, the Grand Hyatt Gurgaon Residences and the Grand Hyatt Hotel will be an iconic, international landmark in the National Capital Region (NCR) and a jewel amongst the various Ireo projects.

#### About Ireo:

Ireo is the first and the largest Private Equity Fund dedicated to the Indian real estate sector. The company has a Pan-India footprint of projects in prime locations across NCR, Haryana, Punjab, Tamil Nadu and Maharashtra under various stages of development and implementation. Ireo has been present in India since 2004 and has evolved as a fully integrated real estate organization that is both the financier and developer of its projects.

Ireo team consists of internationally experienced and accomplished Indian and expatriate professionals from diverse backgrounds to lead initiatives and to deliver best in class products and services to our customers. Ireo's investor base consists of blue chips and globally renowned financial institutions.

Please visit our website: [www.ireoworld.com](http://www.ireoworld.com).

#### About Hyatt Hotels Corporation:

Hyatt Hotels Corporation, headquartered in Chicago, is a leading global hospitality company with a proud heritage of making guests feel more than welcome. Thousands of members of the Hyatt family strive to make a difference in the lives of the guests they encounter every day by providing authentic hospitality. The Company's subsidiaries manage, franchise, own and develop hotels and resorts under the Hyatt®, Park Hyatt®, Andaz®, Grand Hyatt®, Hyatt Regency®, Hyatt Place® and Hyatt House™ brand names and have locations on six continents. Hyatt Residential Group, Inc., a Hyatt Hotels Corporation subsidiary, develops, operates, markets or licenses Hyatt Residences™ and Hyatt Residence Club™. As of December 31, 2012, the Company's worldwide portfolio consisted of 500 properties in 46 countries. For more information, please visit [www.hyatt.com](http://www.hyatt.com).

Please visit our website: [www.ireoworld.com](http://www.ireoworld.com)

For further information, please contact:  
Image Inc. Public Relations

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*True Pitch  
Vandana  
(Concept Series)  
Add*

191

Annexure P-13

**COMMANDER REALTORS PRIVATE LIMITED**

A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi - 110049

Date: June 06, 2013  
Ref. No.: IR/GH-PL/58/31

To,

The Director General,  
Town & Country Planning,  
Haryana, Chandigarh.

Handwritten notes: 6-6-13, 06/06/2013, and a circular stamp from the Director General, Town & Country Planning, Haryana, dated 06/06/2013.

Sub.: Depositing of Labour Cess under Haryana BOCW Act, against Construction Work to where the approval of construction work to develop Group Housing Colony on area measuring 17.224 acres falling in Residential Plotted Colony measuring 331.619 acres (Licence no 63 of 2009 dated 03.11.2009 & Licence no 107 of 2010 dated 20.12.2010 & Licence no 60 of 2012 dated 11.06.2012) In Sector-38, 69, 60, 61 & 62 Gurgaon Manesar Urban Complex is being developed by Commander Realtors Pvt. Ltd.

Dear Sir,

We are depositing 1<sup>st</sup> installment of Labour cess (1% of total cost of the project) amounting to Rs. 43,51,200/- (Rupees Forty Three Lakh Fifty One Thousand Two Hundred Only) through demand draft No. 159737-159739 drawn on Kotak Mahindra Bank.

1. Demand Draft in favour of "Secretary, Haryana Building and Other Construction Workers Welfare Board" for Rs. 43,07,688/- (Rupees Forty Three Lakh Seven Thousand Only) payable at Chandigarh.
2. Demand Draft in favour of "The Director General, Town & Country Planning, Haryana" for Rs. 43,512/- (Rupees Forty Three Thousand Five Hundred Twelve Only) payable at Chandigarh.

This is for your information and necessary action please.

Thanking You.

Yours truly,  
For Commander Realtors Pvt. Ltd.

*M. Asri*  
(Authorised Signatory)

*True Photo of Vandeet Singh (Street Name) Post of Rehinder.*

BR-III  
(See Rule 44)  
DIRECTORATE OF TOWN & COUNTRY PLANNING, HARYANA  
SECTOR-18, CHANDIGARH.  
Tele-Fax: 0172-2548475; Tel.: 0172-2549851, E-mail: tcphry@gmail.com  
Website [www.tcpharyana.gov.in](http://www.tcpharyana.gov.in)

Memo No. ZP-582-B/SD(BS)/2013/ 44746 Dated:- 3/7/13.

To

Commander Realtors Pvt. Ltd.  
A-11, 1<sup>st</sup> Floor, Neeti Bagh,  
New Delhi

Subject:- Approval of building plans of Group Housing Colony measuring 17.224 acres falling in the residential plotted colony measuring 331.619 acres (Licence No. 63 of 2009 dated 03.11.2009, licence no. 107 of 2010 dated 20.12.2010 and licence no. 60 of 2012 dated 11.06.2012) in Sector-58,59,60,61 & 62 Gurgaon Manesar Urban Complex being developed by Commander Realtors Pvt. Ltd and others.

Reference your application dated 17.11.2012 and subsequent letter dated 17.04.2013 for permission to re-erect the buildings in the above said Group Housing Scheme, in accordance with the plans submitted with it.

Permission is hereby granted for the aforesaid construction subject to the provisions of the Punjab Scheduled Roads & Controlled Areas Restriction of Unregulated Development Act, 1963, its rules and the zoning plan framed there under along with special reference to following conditions:-

1. The plans are valid for a period of 2 years of the buildings less than 15.00 meters in height and 5 years for the multistoried buildings from the date of issuance of sanction, subject to validity of licenses granted for this scheme.
2. The structural responsibility of the construction shall be entirely of the owner/ supervising architect/ Engineer of the scheme.

Further that: -

- a) The building shall be constructed as per the structure design submitted by you and as certified by your structure engineer that the same has been designed as per the provisions of NBC and relevant IS code for all seismic load, all dead and live loads wind pressure and structural safety from earthquake of the intensity expected under Zone-IV.
- b) All material to be used for erection of building shall conform to I.S.I. and N.B.C. standards.
- c) No walls/ceiling shall be constructed of easily inflammable material and staircases shall be built of the fire resisting material as per standard specification.
- d) The roof slab of the basement external to the buildings if any shall be designed/ constructed to take the load of fire tender up to 45 tones.

3. FIRE SAFETY:

The colonizer firm and the Supervising Architect of the project shall be entirely responsible for making provisions of fire safety and fire fighting measures and shall abide by all fire safety bye laws.

Further, the colonizer firm shall also prepare and submit the plans in triplicate to Commissioner, Municipal Corporation, Gurgaon, clearly marked and indicating the complete fire

protection arrangements and means of escape/ access for the proposed building with suitable legend and standard signs.

On receipt of the above request the Commissioner, Municipal Corporation, Gurgaon after satisfying himself that the entire fire protection measures proposed for the above buildings are as per NBC and other Fire Safety Bye Laws, and would issue a NOC from Fire Safety and means of escape/access point of view. This clearance/ NOC from Fire Authority shall be submitted in this office alongwith a set of plans duly signed by the Commissioner, Municipal Corporation, Gurgaon within a period of 90 days from the date of issuance of sanction of building plans. Further, it is also made clear that no permission for occupancy of the building shall be issued by Commissioner, Municipal Corporation, Gurgaon unless he is satisfied that adequate fire fighting measures have been installed by you and suitable external fire fighting infrastructure has been created at Gurgaon, by Municipal Corporation, Gurgaon. A clearance to this effect shall be obtained from the Commissioner, Municipal Corporation, Gurgaon before grant of occupation certificate by the Director General.

4. The provision of letter boxes for each dwelling unit shall be made at the ground floor of each building.
5. No addition and alteration in the building plans/ layout plan shall be made without the prior approval of DG,TCP. Further only figured dimensions shall be followed and in case of any variation in the plans, prior approval of DG,TCP shall be pre-requisite.
6. That you shall furnish the service plan/ estimate of this scheme in accordance with approved building plans within 60 days from the date of issue of this letter.
7. Based on the actual estimated cost of internal development of the group housing colony you shall furnish additional bank guarantee if required within 60 days of approval of the service plans.
8. The revenue Rasta if any passing through the site shall be kept unobstructed.
9. If any infringement of byelaws remains unnoticed, the department reserves the right to amend the plan as and when any such infringement comes to its notice after giving an opportunity of being heard and the department shall stand indemnified against any claim on this account.
10. The layout showing the electric installation shall have to be got approved from the Competent Authority before execution of work at site.
11. No person shall occupy or allow any other person to occupy any new building or part of the same for any purpose what so ever until such building or part thereof has been certified by the Director General or any person authorized by him in this behalf as having been completed in accordance with the permission granted and an occupation certificate in prescribed form has been duly issued in your favour.
12. Before grant of occupation certificate, you shall have to submit a notice of a completion of the building in form BR-IV alongwith BR-V regarding completion of works described in the plans and it shall be accompanied by:
  - (i) Structural stability certificate duly signed by the recognized Structural Engineer.
  - (ii) A clearance from Fire Safety point of view from the Commissioner, Municipal Corporation, Gurgaon.
13. The basements shall be used for parking and services as prescribed in the approved zoning plan and building plans. The parking lots proposed in the scheme shall be exclusively for the use of

flat owners/residents of the group housing scheme. The parking lot shall not be leased out /transferred to any person who is not a flat owners /residents of the group housing complex. The parking lots shall form part of common areas along with other common uses, in the declaration to be filed under Apartment Ownership Act, 1983.

#### 14. WATER SUPPLY:

- (i) The down take system shall be provided by you by providing clear water storage tank of not less than half day storage of water for domestic usage on top of the building block. The capacity of the tank as shown on the plan and down take system thereof is as under: -

Sr. No	Name of Building	Capacity of Tank of Domestic Use	Up Pipe in mm.	Down Pipe in mm.
1.	Tower-1 to 5 (Dom)	5x19000 Ltrs.	50mm	100/80/65/50/40/32/25/20mm
	Flushing	5x10000 Ltrs.	40mm	80/65/50/40/32/25/20mm.
2.	EWS (Dom)	1x14000 Ltrs.	40mm	50/40/32/25/20mm
	Flushing	1x7000 Ltrs.	32mm	40/32/25/20mm
3.	Community building (Dom)	1x2500 Ltrs.	25mm	25/20mm
	Flushing	1x1500 Ltrs.	20mm	25/20mm
4.	Convenient Shopping (Dom)	1x1000 Ltrs.	25mm	32/25/20mm
	Flushing	1x1000 Ltrs.	20mm	25/20mm
5.	Swimming Pool	79 KL		
	UGT (Dom)	400 KL		

- (ii) Inlet pipes from down take to toilet shall be 25/20/15 mm dia as shown on the plans and connection to each individual fixture shall be 15 mm dia.
- (iii) The adequate booster pumps to boost the water in the water tanks with 100% standby arrangement shall also be provided by you. It is made clear that you shall be solely responsible for boosting arrangement all the time.
- (iv) The alternative arrangement of power supply, such as Gen. Set etc. of suitable capacity shall also be provided by you during failure of electricity.

#### 15. SEWERAGE:

- (i) All external sewerage lines should not be less than 200 mm. dia Pipes.
- (ii) All soil pipe connection W.C. to soil stack / manhole shall be 100 mm dia as shown on the plans.
- (iii) Waste water stack shall be 100/75 mm dia as shown on the plans and soil stack shall be 100 mm dia.
- (iv) All F.T. shall be 75 mm dia.
- (v) All W.C. shall be provided with high / low level flushing cistern. The capacity of flushing cistern shall be of 8 Ltrs.
- (vi) All pipes from waste water stack to I.C. and I.C. to manhole shall be 100 mm dia as shown on the plans.
- (vii) Suitable approach/ ventilation arrangement shall be provided by you by providing inspection window/ duct etc. for repairing of piping system.

## 16. STORM WATER DRAINAGE:

- (i) You have provided Twin level basement for services and parking only. For draining out the wash water/rain water accumulated in the lower basement shall be collected through covered channel of 300 mm wide to the sumps at different places and from where the pumping has been proposed by the you by providing pumps of 250 LPM capacity at 15.00 meters head. Thus it is made clear to you that you shall be sole responsible for pumping out of rain water/ wash water etc. all the time and 100% standby pumps alternate power supply arrangement shall also be provided by you during the failure of electricity/ breakdown.
- (ii) All external storm water drainage shall be provided suitably so as to disposal of rainwater in to the existing system of the colony.
- (iii) All rainwater stack pipe shall be 100/150 mm dia pipes as shown on the plans.
- (iv) It is made clear to you that roof top rain harvesting system shall be provided by you and shall be kept operational all the time.

## 17. GENERAL:-

- (i) You shall provide alternative source of electricity for functioning of water supply, sewerage and storm water drainage scheme by providing Gen. set of required capacity.
- (ii) All pipes, fixtures, fitting, pumps, Gen. set and filtration plan etc. shall be conforming to relevant IS specification and ISI marked.
- (iii) You shall provide the minimum open able aperture of  $1/8^{\text{th}}$  of the floor area of the habitable room and in case of kitchen the area of opening shall be increased by 25%.
- (iv) That the colonizer shall obtain the clearance/NOC as per the provisions 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.
- (v) That the rain water harvesting system shall be provided as per Central Ground Water Authority norms/Haryana Govt. notification as applicable.
- (vi) The community centre/centres shall form part of the common areas and facilities of the group housing colony as defined under the Apartment Ownership Act and the same shall be defined as such in the deed of declaration to be filed under the Apartment Ownership Act. Such community centre/centres shall be for the exclusive use of residents of this group housing colony only. You shall submit an undertaking in the form of an affidavit to the above effect within a period of ten days from the issuance of this approval.
- (vii) That the provision of solar water heating system shall be as per norms specified by HAREDA and shall be made operational in the each building block before applying for an occupation certificate.
- (viii) That the colonizer/owner shall use only Compact Fluorescent Lamps fitting for internal lighting as well as Campus lighting.
- (ix) That you shall submit the soft copy of the approved building plans of this scheme within one week to this office from the issuance of this letter.



- (x) That you shall deposit the labour cess in future, time to time as per construction of work done at site.
- (xi) That if any, site for Electric Sub Station is required same will be provided by you in the group housing colony.
- (xii) The replacement water shall be disposed off by you by using the same for watering of landscaped area in their colony or the same is disposed off into the rain water harvesting system.
- (xiii) Recycled water is proposed to be utilized for flushing purpose. The firm has made provision of separate flushing line, storage tank, metering system, pumping system and plumbing. It is clarified to you 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.
- (xiv) No cross connection between recycled water system and potable water system shall be made.
- (xv) All plumbing pipes fittings, valves will be of red colour or painted red. In case of embedded pipes. Marker taps of red colour at suitable intervals shall be fixed. The underground and over head tanks should have. Recycle water not fit for drinking and other warning signs embossed/marked on them.
- (xvi) Recycled water pipes and potable water pipes will be fixed in separate chases and a minimum horizontal distance of 6" (150mm) will be mentioned between them. In case of cross suitably coloured / taped sleeve shall be used.
- (xvii) Alternative source of electricity shall be provided by you for functioning of water supply, sewerage, SWD, Schema by providing Gen. set of required capacity.
- (xviii) The colonizer/firm will provide appropriate pipes (both up and down) for solar water heating system.
- (xix) The replacement water shall be disposed off by the colonizer by using the same for watering of landscaped area in their colony or the same may be disposed off into the rain water harvesting system.
- (xx) Proper filtration plant shall be provided by the colonizer for filtration & recycling of the water of the swimming pools only small quantity of water shall be used for replacement of water in the swimming pool.
- (xxi) The swimming pools shall not be connected with the storm water drain for the disposal of replacement of water.
- (xxii) That no separate zoning plan is approved for community sites earmarked within a Group Housing Colony. The community building/buildings shall be constructed by the colonizer/owner as per provision of The Haryana Development and Regulation of Urban Areas (Amendment and Validation) Act No. 4 of 2012, failing which the said site shall vest in the Government.
- (xxiii) That the owner shall construct the EWS flats within 2 years and give the advertisement in the newspapers for inviting the application for EWS flats in their Group Housing Colony within 12 months from the issuance of this sanction letter.

(xiv) You shall abide the terms and conditions of the Undertaking/Affidavit submitted in the office of Administrator, HUDA, Gurgaon in compliance of Order dated 16.07.2012 of the Hon'ble High Court and shall not extract groundwater for construction purposes.

This sanction will be void abinitio, if any of the conditions mentioned above are not complied with.

DA/One set of Building Plans

  
(Sanjay Kumar)  
District Town Planner (HQ),  
Member Secretary,  
For: Chief Town Planner, Haryana-cum- Chairman,  
Building Plan Approval Committee.

Memo No. ZP-582-B/SD(BS)/2013/\_\_\_\_\_ Dated:-\_\_\_\_\_

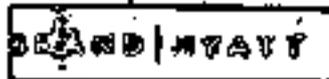
A copy is forwarded to the following for information: -

1. Deputy Commissioner, Gurgaon.
2. Commissioner, Municipal Corporation, Gurgaon.
3. Administrator, HUDA, Gurgaon w.r.t. his office Memo. No. 16344 dated 24.09.2012.
4. Member Secretary, State Environment Impact Assessment Authority, Haryana, Bay No.55-58, Sector-2, Panchkula.
5. Additional Director (IA), IA-Division, Ministry of Environment & Forest, Parvavaran Bhawan, CGO Complex, New Delhi.
6. Senior Town Planner, Gurgaon, along with one set of building plans.
7. Superintending Engineer (HQ) HUDA.
8. District Town Planner, Gurgaon.
9. District Town Planner (Enf.), Gurgaon.

Encl: as above

  
(Sanjay Kumar)  
District Town Planner (HQ),  
Member Secretary,  
For: Chief Town Planner, Haryana-cum- Chairman,  
Building Plan Approval Committee.

*Transmitted Copy*  
*(Vandana Soni)*  
*Atch*



RESIDENCES

Annex P-15

EB

PAYMENT REQUEST

M/s. Spencer Reale Pvt. Ltd.  
c/o Mr. Anil Kaper  
EG 1/46 Garden Estate, M G Road  
Gurgaon - 122001

12 Nov 2013

SUBJECT: Second installment for Apartment No. T1-13-55

Dear Sir/Madam,

*h* ~~There is with reference to your unit in the Grand Hyatt Gurgaon Residences. It is with reference to your unit in the Grand Hyatt Gurgaon Residences.~~

We would like to bring to your attention that your next installment payable on "Commencement of Excavation" is now due.

As the aforesaid milestone has been reached, we request you to remit the amount as mentioned below vide a DD/Banker's cheque/ordinary cheque in favour of "Ireo Residences Company Pvt. Ltd." or by an inter-bank electronic transfer in favour of "Ireo Residences Company Pvt. Ltd."

CURRENT A/C NO. 92202003069794 at Axis Bank, 148, Barakhamba Road, New Delhi. The IFSC code in case of wire transfer is "AXIS0000007".

STATEMENT OF CHARGES

PARTICULARS	AMOUNT DUE AS ON DATE (RS.)	ARREARS/ EXCESS, IF ANY (RS.)	INSTALLMENT AMOUNT DUE (RS.)	NET PAYABLE (RS.)
BASIC	12697182.00	15196400	9340410.00	0938716.00
SERVICE TAX			346741.00	

We would appreciate that the aforesaid payment reaches us on or before 11-Dec-13.

Our Customer Service team will be happy to resolve your queries regarding the same. You may call us at 0122-4754288. Alternatively, you may email us at [ghresidences@ireo.in](mailto:ghresidences@ireo.in).

Assuring you our best attention always.

FOR IREO RESIDENCES COMPANY PRIVATE LIMITED

*[Signature]*  
AUTHORIZED SIGNATORY

NOTE

- 1. In case of any discrepancy in the figures mentioned above, you are requested to contact the concerned sales team.
- 2. If you have already received the payments and if this letter of dues has crossed your residence in the past, you may ignore this demand letter.
- 3. In case of VHS transfer please provide UTR No., Amount Sent, Date of Transaction in order to check the funds and appropriate receipt of the same.
- 4. Amount mentioned above the charges shall be adjusted from onwards against the on-boarding installment.
- 5. Notification No. 29 dated 21st May 2012 under Section 75A, Government has limited applicability of TDS (withholding tax) under Section 200, from 1st June 2012. For the FY No. AAC001217 of IREO RESIDENCES COMPANY PRIVATE LIMITED, for ready reference.
- 6. VHS Notification No. 27012 dated 04th March, 2012, applicable services are an additional property search increased to 12000/- per unit and the property search fee, 1.00, or higher rate of the apartment is in excess of 2000 sq. feet.
- 7. Area has been increased from 4400 to 4425.

GRAND HYATT GURGAON RESIDENCES, IRKO CITY,  
14th Floor, Orchid Centre, Golf Course Road, Sector - 53,  
Gurgaon, 122002, Haryana, India.

+91 122 475 4999 TOLL FREE  
[ghresidences@ireo.in](mailto:ghresidences@ireo.in)  
[www.ireoworld.com](http://www.ireoworld.com)

IREO RESIDENCES COMPANY PRIVATE LIMITED

*[Signature]*

*Trans Photo Copy  
Vandana  
(Vandana Soni)  
Aditya*

3  
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**STATE ENVIRONMENT IMPACT ASSESSMENT AUTHORITY HARYANA**  
**Bay No. 55-58, Prayatan Bhawan, Sector-2, PANCHKULA.**

199

No. SELAA/HR/2013/1239

Dated: 25-11-2013.

To

M/S COMMANDER REALTORS Pvt. Ltd.  
 A-11, 1st floor, Neeti Bagh,  
 New Delhi-110049

**Subject: Environmental Clearance for setting-up Group Housing (17.191 acres)  
 at Sector-58, Village- Ghata, Gurgaon, Haryana.**

Dear Sir,

This letter is in reference to your application no. Nil dated 18-04-2012 addressed to M.S. SEIAA, Haryana received on 18-04-2012 and subsequent letters dated 03-05-2013 and 11-07-2013 seeking prior Environmental Clearance for the above project under the EIA Notification, 2006. The proposal has been appraised as per prescribed procedure in the light of provisions under the EIA Notification, 2006 on the basis of the mandatory documents enclosed with the application viz., Form-1, Form-1-A, Conceptual Plan, EIA/EMP on the basis of approved TOR and additional clarifications furnished in response to the observations of the State Expert Appraisal Committee (SEAC) constituted by MOEF, GOI vide their Notification 23.3.2012, in its meetings held on 27-06-2012, 30-05-2013, 24-06-2013 and 26-08-2013 awarded "Gold" grading to the project.

[2] It is inter-alia, noted that the project involves the construction of Group Housing at Sector-58, Village- Ghata, Gurgaon, Haryana on a plot area is 69569 sqmt (17.191 Acres). The total built up area will be 159827 sqmt. The project shall comprise of 5 Towers, EWS Building and Club House. The total No. of Dwelling units shall be 315 (267 General + 48 EWS). The maximum height of the tower is 138.70 meter. The total water requirement shall be 568 KLD. The fresh water requirement shall be 330 KLD. The waste water generation shall be 251 KLD, which will be treated in the STP of 340 KLD capacity. The total power requirement shall be 6751 KW which will be supplied by HVPNL. The Project Proponent has proposed to develop green belt on 50% of project area (40% tree plantation + 10% landscaping). The Project Proponent proposed to construct 14 rain water harvesting pits. The solid waste generation will be 1.7 TPD. The bio-degradable waste will be treated in the project area by adopting appropriate technology. The total parking spaces proposed are 958 ECS.

[3] The State Expert Appraisal Committee, Haryana after due consideration of the relevant documents submitted by the project proponent and additional clarification furnished in response to its observations have recommended the grant of environmental clearance for the project mentioned above, subject to compliance with the stipulated

conditions. Accordingly, the State Environment Impact Assessment Authority in its meeting held on 06-11-2013 decided to agree with the recommendations of SEAC to accord necessary environmental clearance for the project under Category 8(b) of EIA Notification 2006 subject to the strict compliance with the specific and general conditions mentioned below:-

**PART A-**

**SPECIFIC CONDITIONS:-**

**Construction Phase:-**

- [1] "Consent for Establish" shall be obtained from Haryana State Pollution Control Board under Air and Water Act and a copy shall be submitted to the SEIAA, Haryana before the start of any construction work at site.
- [2] A first aid room as proposed in the project report shall be provided both during construction and operational phase of the project.
- [3] Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilets. Open defecation by the labourers is strictly prohibited. The safe disposal of waste water and solid wastes generated during the construction phase should be ensured.
- [4] All the topsoil excavated during construction activities should be stored for use in horticulture/landscape development within the project site.
- [5] The project proponent shall ensure that the building material required during construction phase is properly stored within the project area and disposal of construction waste should not create any adverse effect on the neighboring communities and should be disposed of after taking necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
- [6] Construction spoils, including bituminous material and other hazardous materials, must not be allowed to contaminate watercourses and the dump sites for such material must be secured so that they should not leach into the ground water and any hazardous waste generated during construction phase, should be disposed off as per applicable rules and norms with necessary approval of the Haryana State Pollution Control Board.
- [7] The diesel generator sets to be used during construction phase should be of ultra low sulphur diesel type and should conform to Environment (Protection) Rules prescribed for air and noise emission standards.
- [8] The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from Chief Controller of Explosives shall be taken.
- [9] Ambient noise levels should conform to the residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be

- taken to reduce ambient air and noise level during construction phase, so as to conform to the stipulated residential standards.
- [10] Fly ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September 1999 and as amended on 27th August 2003.
  - [11] Storm water control and its re-use as per CGWB and BIS standards for various applications should be ensured.
  - [12] Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices.
  - [13] In view of the severe constraints in water supply augmentation in the region and sustainability of water resources, the developer will submit the NOC from CGWA specifying water extraction quantities and assurance from HUDA/ utility provider indicating source of water supply and quantity of water with details of intended use of water – potable and non-potable. Assurance is required for both construction and operation stages separately. It shall be submitted to the SEIAA and RO, MOEF, Chandigarh before the start of construction.
  - [14] Roof should meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material.
  - [15] Opaque wall should meet prescriptive requirement as per Energy Conservation Building Code which is proposed to be mandatory for all air conditioned spaces while it is desirable for non-air-conditioned spaces by use of appropriate thermal insulation material to fulfill requirement.
  - [16] The approval of the competent authority shall be obtained for structural safety of the building on account of earthquake, adequacy of fire fighting equipments, etc. as per National Building Code including protection measures from lightning etc. If any forest land is involved in the proposed site, clearance under Forest Conservation Act shall be obtained from the competent Authority.
  - [17] Overexploited groundwater and impending severe shortage of water supply in the region requires the developer to redraw the water and energy conservation plan. Developer shall reduce the overall footprint of the proposed development. Project proponent shall incorporate water efficiency /savings measures as well as water reuse/recycling within 3 months and before start of construction to the SEIAA, Haryana and RO, MOEF, GOI, Chandigarh.
  - [18] The Project Proponent as stated in the proposal shall construct 14 rain water harvesting pits for recharging the ground water within the project premises. Rain water harvesting pits shall be designed to make provisions for silling chamber and removal of floating matter before entering harvesting pit. Maintenance budget and persons responsible for maintenance must be provided. Care shall also be taken that contaminated water do not enter any RWH pit.

- [19] The project proponent shall provide for adequate fire safety measures and equipments as required by Haryana Fire Service Act, 2009 and instructions issued by the local Authority/Directorate of fire from time to time. Further the project proponent shall take necessary permission regarding fire safety scheme/NOC from competent Authority as required.
- [20] The Project Proponent shall obtain assurance from the HVPNL for supply of 6751 KW of power supply before the start of construction. In no case project will be operational solely on generators without any power supply from any external power utility.
- [21] Detail calculation of power load and ultimate power load of the project shall be submitted to HVPNL under intimation to SEIAA Haryana before the start of construction. Provisions shall be made for electrical infrastructure in the project area.
- [22] The Project Proponent shall not raise any construction in the natural land depression / Nallah/water course and shall ensure that the natural flow from the Nallah/water course is not obstructed.
- [23] The Project Proponent shall keep the plinth level of the building blocks sufficiently above the level of the approach road to the Project as per prescribed by-laws. Levels of the other areas in the Projects shall also be kept suitably so as to avoid flooding.
- [24] Construction shall be carried out so that density of population does not exceed norms approved by Director General Town and Country Department Haryana.
- [25] The Project Proponent shall submit an affidavit with the declaration that ground water will not be used for construction and only treated water should be used for construction.
- [26] The project proponent shall not cut any existing tree and project landscaping plan should be modified to include those trees in green area.
- [27] The project proponent shall provide 3 meter high barricade around the project area, dust screen for every floor above the ground, proper sprinkling and covering of stored material to restrict dust and air pollution during construction.
- [28] The project proponent shall construct a sedimentation basin in the lower level of the project site to trap pollutant and other wastes during rains.
- [29] The project proponent shall provide proper Rasta of proper width and proper strength for each project before the start of construction.
- [30] The project proponent shall ensure that the U-value of the glass is less than 3.177 and maximum solar heat gain co-efficient is 0.25 for vertical fenestration.

- [31] The project proponent shall adequately control construction dusts like silica dust, non-silica dust, wood dust. Such dusts shall not spread outside project premises. Project Proponent shall provide respiratory protective equipment to all construction workers.
- [32] The project proponent shall develop complete civic infrastructure of the Group Housing colony including internal roads, green belt development, sewerage line, Rain Water recharge arrangements, Storm water drainage system, Solid waste management site and provision for treatment of bio-degradable waste, STP, water supply line, dual plumbing line, electric supply lines etc. and shall offer possession of the units/flats thereafter.
- [33] The project proponent shall provide one refuse area till 24 meter, one till 39 meter and one after every 15 meter as per National Building Code.
- [34] The project proponent shall provide fire control room and fire officer for building above 30 meter as per National Building Code.
- [35] The project proponent shall obtain permission of Mines and Geology Department for excavation of soil before the start of construction.
- [36] The project proponent shall seek specific prior approval from concerned local Authority/HUDA regarding provision of storm drainage and sewerage system including their integration with external services of HUDA/ Local authorities beside other required services before taking up any construction activity.
- [37] The site for solid waste management plant be earmarked on the layout plan and the detailed project for setting up the solid waste management plant shall be submitted to the Authority within one month.
- [38] The project proponent shall submit NOC from airport authority regarding height clearance.
- [39] The project proponent shall submit the copy of fire safety plan duly approved by Fire Department before the start of construction.
- [40] The project proponent shall provide helipad facility as required under NBC norms and shall seek permission of helipad from AAI accordingly.
- [41] The project proponent shall seek NOC from Town and Country department regarding height of the building allowed in the skyline of that city.
- [42] The project proponent shall provide stage pumping (One Level) for lifting water to rooftop.
- [43] The project proponent shall ensure structural stability to withstand earthquake of Richter scale 8.2.
- [44] The project proponent shall ensure that no construction activity is undertaken either on surface or below or above surface of revenue rasta passing through the project area.

- [45] The project proponent shall indicate the width and length of revenue rasta passing through the project area on sign board and shall display the same at both the ends of revenue rasta stretch, for awareness of public. Sign board shall also display the message that this is public rasta/road and any citizen can use it. There shall not be any gate with or without guards on revenue rasta.
- [46] The project proponent shall discharge excess of treated waste water/storm water in the public drainage system and shall seek permission of HUDA before the start of construction.
- [47] The project proponent shall not raise any construction activity in the ROW reserved for gas pipeline.
- [48] The project proponent shall submit revised RWH calculation @ 45 mm/hr before the start of construction.
- [49] The project proponent shall maintain the distance between STP and water supply line.

**Operational Phase:**

- [a] "Consent to Operate" shall be obtained from Haryana State Pollution Control Board under Air and Water Act and a copy shall be submitted to the SEIAA, Haryana.
- [b] The Sewage Treatment Plant (STP) shall be installed for the treatment of the sewage to the prescribed standards including odour and treated effluent shall be recycled. The installation of STP should be certified by an independent expert and a report in this regard should be submitted to the SEIAA, Haryana before the project is commissioned for operation. Tertiary treatment of waste water is mandatory. Discharge of treated sewage shall conform to the norms and standards of HSPCB, Panchkula. Project Proponent shall implement such STP technology which does not require filter backwash.
- [c] Separation of the grey and black water should be done by the use of dual plumbing line. Treatment of 100% grey water by decentralized treatment should be done ensuring that the re-circulated water should have BOD level less than 10 mg/litre and the recycled water will be used for flushing, gardening and DG set cooling etc. to achieve zero exit discharge.
- [d] For disinfection of the treated wastewater ultra-violet radiation or ozonization process should be used.
- [e] Diesel power generating sets proposed as source of back-up power for lifts, common area illumination and for domestic use should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The location of the DG sets should be in the basement as promised by the project proponent with appropriate stack height i.e. above the roof level as per the CPCB

norms. The diesel used for DG sets should be ultra low sulphur diesel (0.05% sulphur), instead of low sulphur diesel.

- [f] Ambient Noise level should be controlled to ensure that it does not exceed the prescribed standards both within and at the boundary of the Proposed Residential Complex.
- [g] The project proponent as stated in the proposal should maintain at least 50% as green cover area for tree plantation especially all around the periphery of the project and on the road sides preferably with local species which can provide protection against noise and suspended particulates matter. The open spaces inside the project should be preferably landscaped and covered with vegetation/grass, herbs & shrubs. Only locally available plant species shall be used.
- [h] The project proponent shall strive to minimize water in irrigation of landscape by minimizing grass area, using native variety, xeriscaping and mulching, utilizing efficient irrigation system, scheduling irrigation only after checking evapo-transpiration data.
- [i] Rain water harvesting for roof run-off and surface run-off, as per plan submitted should be implemented. Before recharging the surface run off, pre-treatment through sedimentation tanks must be done to remove suspended matter, oil and grease. The bore well for rainwater recharging shall be kept at least 5 mts. above the highest ground water table. Care shall be taken that contaminated water do not enter any RWH pit. The project proponent shall avoid Rain Water Harvesting of first 10 minutes of rain fall. Roof top of the building shall be without any toxic material or paint which can contaminate rain water. Wire mesh and filters should be used wherever required.
- [j] The ground water level and its quality should be monitored regularly in consultation with Central Ground Water Authority.
- [k] There should be no traffic congestion near the entry and exit points from the roads adjoining the proposed project site. Parking should be fully internalized and no public space should be utilized.
- [l] A report on the energy conservation measures conforming to energy conservation norms finalized by Bureau of Energy Efficiency should be prepared incorporating details about building materials & technology, R & U Factors etc and submitted to the SEIAA, Haryana in three months time.
- [m] Energy conservation measures like installation of LED for lighting the areas outside the building should be integral part of the project design and should be in place before project commissioning. Use of solar panels must be adapted to the maximum energy conservation.

- [n] The Project Proponent shall use zero ozone depleting potential material in insulation, refrigeration, air-conditioning and adhesive. Project Proponent shall also provide Halon free fire suppression system.
- [o] The solid waste generated should be properly collected and segregated as per the requirement of the MSW Rules, 2000 and as amended from time to time. The bio-degradable waste should be treated by appropriate technology at the site ear-marked within the project area and dry/inert solid waste should be disposed off to the approved sites for land filling after recovering recyclable material.
- [p] The provision of the solar water heating system shall be as per norms specified by HAREDA and shall be made operational in each building block.
- [q] The traffic plan and the parking plan proposed by the Project Proponent should be adhered to meticulously with further scope of additional parking for future requirement. There should be no traffic congestion near the entry and exit points from the roads adjoining the proposed project site. Parking should be fully internalized and no public space should be used.
- [r] The Project shall be operationalized only when HUDA/local authority will provide domestic water supply system in the area.
- [s] Operation and maintenance of STP, solid waste management and electrical Infrastructure, pollution control measures shall be ensured even after the completion of sale.
- [t] Different type of wastes should be disposed off as per provisions of municipal solid waste, biomedical waste, hazardous waste, e-waste, batteries & plastic rules made under Environment Protection Act, 1986. Particularly E-waste and Battery waste shall be disposed of as per existing E-waste Management Rules 2011 and Batteries Management Rules 2001. The project proponent should maintain a collection center for E-waste and it should be disposed of to only registered and authorized dismantler / recycler.
- [u] Standards for discharge of environmental pollutants as enshrined in various schedules of rule 3 of Environment Protection Rule 1986 shall be strictly complied with.
- [v] Water supply shall be metered among different users of utilities.
- [w] The project proponent shall ensure that the stack height of DG sets is as per the CPCB guide lines and also ensure that the emission standards of noise and air are within the CPCB prescribed limits. Noise and Emission level of DG sets greater than 800 KVA shall be as per CPCB latest standards for high capacity DG sets.
- [x] All electric supply exceeding 100 amp, 3 phase shall maintain the power factor between 0.98 lag to 1 at the point of connection.
- [y] The project proponent shall use only treated water instead of fresh water for DG cooling. The Project Proponent shall also use evaporative cooling technology and

double stage cooling system for HVAC in order to reduce water consumption. Further temperature, relative humidity during summer and winter seasons should be kept at optimal level. Variable speed drive, best Co-efficient of Performance, as well as optimal integrated point load value and minimum outside fresh air supply may be resorted for conservation of power and water. Coil type cooling DG Sets shall be used for saving cooling water consumption for water cooled DG Sets.

- [z] The project proponent shall ensure that the transformer is constructed with high quality grain oriented, low loss silicon steel and virgin electrolyte grade copper. The project proponent shall obtain manufacturer's certificate also for that.
- [aa] The project proponent shall ensure that exit velocity from the stack should be sufficiently high. Stack shall be designed in such a way that there is no stack down-water under any meteorological conditions.
- [ab] The project proponent shall provide water sprinkling system in the project area to suppress the dust, in addition to the already suggested mitigation measures in the Air Environment Chapter of EMP.

#### **PART-B. GENERAL CONDITIONS:**

- [i] The Project Proponent shall ensure the commitments made in Form-1, Form-1A, EIA/EMP and other documents submitted to the SEIAA for the protection of environment and proposed environmental safeguards are complied with in letter and spirit. In case of contradiction between two or more documents on any point, the most environmentally friendly commitment on the point shall be taken as commitment by project proponent.
- [ii] Six monthly compliance reports should be submitted to the HSPCB and Regional Office, MOEF, GOI, Northern Region, Chandigarh and a copy to the SEIAA, Haryana.
- [iii] STP outlet after stabilization and stack emission shall be monitored monthly. Other environmental parameters and green belt shall be monitored on quarterly basis. After every 3 (three) months, the project proponent shall conduct environmental audit and shall take corrective measure, if required, without delay.
- [iv] The SEIAA, Haryana reserves the right to add additional safeguard measures subsequently, if found necessary. Environmental Clearance granted will be revoked if it is found that false information has been given for getting approval of this project. SEIAA reserves the right to revoke the clearance if conditions stipulated are not implemented to the satisfaction of SEIAA/MoEF.
- [v] The Project proponent shall not violate any judicial orders/pronouncements issued by any Court/Tribunal.
- [vi] All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest Conservation Act, 1980 and Wildlife (Protection) Act, 1972, Forest Act, 1927, PLPA 1900, etc. shall be obtained, as applicable by project proponents from the respective authorities prior to construction of the project.
- [vii] The Project proponent should inform the public that the project has been accorded Environment Clearance by the SEIAA and copies of the clearance letter are available with the Haryana State Pollution Control Board & SEIAA. This should be advertised within 7 days from the date of issue of the clearance letter at least in two local newspapers that are widely circulated in the region and the copy of the same should be forwarded to SEIAA Haryana. A copy of Environment Clearance conditions shall also be put on project proponent's web site for public awareness.

- [viii] Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the Project Proponent if it was found that construction of the project has been started before obtaining prior Environmental Clearance.
- [ix] Any appeal against the this Environmental Clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.
- [x] The project proponent shall put in place Corporate Environment Policy as mentioned in MoEF, GOI OM No. J-11013/41/2006-1A II (I) dated 26.4.2012 within 3 months period. Latest Corporate Environment Policy should be submitted to SELAA within 3 months of issuance of this letter.
- [xi] The fund ear-marked for environment protection measures should be kept in separate account and should not be diverted for other purposes and year wise expenditure shall be reported to the SELAA/RO MOEF GOI under rules prescribed for Environment Audit.
- [xii] The project proponent shall ensure the compliance of Forest Department, Haryana Notification no. S.O.121/PA2/1900/S.4/97 dated 28.11.1997.
- [xiii] The Project Proponent shall ensure that no vehicle during construction/operation phase enter the project premises without valid 'Pollution Under Control' certificate from competent Authority.
- [xiv] The project proponent is responsible for compliance of all conditions in Environmental Clearance letter and project proponent can not absolve himself/herself of the responsibility by shifting it to any contractor engaged by project proponent.
- [xv] The project proponent shall seek fresh Environmental clearance if at any stage there is change in the planning of the proposed project.
- [xvi] Besides the developer/applicant, the responsibility to ensure the compliance of Environmental Safeguards/ conditions imposed in the Environmental Clearance letter shall also lie on the licensee/licensees in whose name/names the license/CLU has been granted by the Town & Country Planning Department, Haryana.

*Rajendra*  
Member Secretary,  
State Level Environment Impact  
Assessment Authority, Haryana, Panchkula.

Endst. No. SELAA/HR/2013

Dated:.....

A copy of the above is forwarded to the following:

1. The Additional Director (LA Division), MOEF, GOI, CGO Complex, Lodhi Road, New Delhi.
2. The Regional office, Ministry of Environment & Forests, Govt. of India, Sector 31, Chandigarh.
3. The Chairman, Haryana State Pollution Control Board, Pkl.

*Tran Ptko Gohy*  
*Vancest Sons*  
Member Secretary,  
State Level Environment Impact  
Assessment Authority, Haryana, Panchkula

## ORDER

Annexure P-17

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License No. 107 of 2010 dated 20.12.2010 was granted to Commander Realtors Pvt. Ltd. Bulls Realtors Pvt. Ltd., Five Rivers Township Pvt. Ltd., High Star Builders Pvt. Ltd., BTVS Bulldozer Pvt. Ltd., Aspirant Builders Pvt. Ltd., Adson Software Pvt. Ltd., Buzz Hotels Pvt. Ltd., Regal Green Lands Pvt. Ltd., Ornamental Realtors Pvt. Ltd., Base Exports Pvt. Ltd., Handoor Realtors Pvt. Ltd., Five Rivers Developers Pvt. Ltd., Five River Bulldozer Pvt. Ltd., SU Estates Pvt. Ltd., Auspicious Infrastructure Pvt. Ltd., Anil, Parul S/o Kaver Singh, Prem Singh, Ganpal S/o Sh. Lekhi, Sudhir Oberoi S/o Sh. Baldev Raj, Dhruv Oberoi S/o Sh. Baldev Raj, Gaj Singh S/o. Ram Sarup, Omprakash, Satvinder Singh, Karan Chand, Ravinder Kumar S/o Sh. Babar Singh, S/Sr. Ashok, Seebir, Nareish Kumar S/o. Lok Ram, S/Sr. Ramesh, Shri Pal S/o. Jagat Singh, S/Sr. Khajan, Rishi, Suresh, Jitender S/o. Mahabir, Sh. Rupal S/o. Kulu, S/Sr. Mool Chand, Karan Singh, Dhan Singh, Shyam Lal, Anil Kumar, Sunil Kumar S/o. Rurpal, S/Sr. Jaspal, Nareish, Nareish S/o Mehar Chand, S/Sr. Hari Singh, Dharamvir S/o. Lakshpal, S/Sr. Kuldeep Singh, Anil Kumar S/o. Han Singh, Ruda, Shiv Dayal S/o. Tara, S/Sr. Deep Chand S/o Hari Singh, S/Sr. Madan Lal, Manoj Kumar S/o. Aba, Smt. Poo D/o. Ara & Smt. Maya W/o. Ara, Rati Ram S/o. Tinku Ram, Sunder, Kale, Sube S/o. Hari Kahan, Kaver Singh, Tejram S/o. Budhram, Panna alias Premi, Kirpal alias Premraj S/o. Hira, Jaspal, Nareish, Nareish S/o Mehar Chand, Bhagnat, Brahmil, Ratan Singh, Hari, Lekhi S/o. Chaitar Singh and Devi Ram, Rajmal, Ramvir S/o. Prabhu, Ram Kishor, Ram Kumar, Rohas, Ranjit S/o Duff Chand, Culi Chand, Premi, Rani Kishan, Chitresh, Madan Lal S/o. Ram Chandar, Kaver Singh, Tejram S/o. Budhram, Tejram S/o. Balke, Bedram S/o. Balke, Sohan Pal S/o Singh Ram, Balke alias Chani Ram Kaver Singh, Tejram S/o. Budhram, Jaspal, Nareish, Nareish S/o. Meherchand, Balke, Sammar, Bansi, Lakshmi S/o. Kulkhad, Atar Singh S/o. Sh. Madan S/o. Umrao, Rajpal S/o. Sh. Madan and Leoni Chand, Brahm Singh, Sanjay S/o. Ram Kishan and Bir Singh, Sri Pal, Brahm Singh S/o. Sh. Chandil, Lekmi Chand, Brahm Singh, Sanjay S/o. Ram Kishan and Atar Singh S/o. Madan Vrandar Kumar S/o. Sh. Salpal, Nathi S/o. Mahishan, Rajpal S/o Madan, Nathi S/o. Makhan, Rajpal S/o. Madan, Lal Chand S/o. Man Singh, Charan Singh S/o. Gyar Singh, Lekhi S/o. Musahi, Siya, Shrichand, Dushchand, Sahajram, Jaspal, Madanpal S/o. Balke, Kaver Singh S/o. Bhikoh Singh, Salpal, Anup S/o. Khemu, Ganesh S/o. Surjan, Jai Bhagwan S/o. Ganpal, Sandeep Daman S/o Omprakash, Ramsingh, Haran, Sheer Singh, Ram Chandar S/o Jaganat & Vedram, Rajpal, Yadram S/o. Jhullar & Hari Singh S/o. Naran Singh, C/o Commander Realtors Pvt. Ltd., A-11, 1<sup>st</sup> Floor, Neeli Bagh, New Delhi - 49 for development of residential plotted colony initially over an area measuring 140.356 acres taking in the revenue estate of village Urhawas, Ghatta & Behrampur, Sector 55, 59, 60, 61 & 62 of Gurgaon - Manesar Urban Complex, District Gurgaon which subsequently changed over an area measuring 140.338 acres.

The said license is hereby transferred under Rule 17 of the Haryana Development and Regulation of Urban Areas Rules, 1976 in favour of Commander Realtors Pvt. Ltd. Bulls Realtors Pvt. Ltd., Five Rivers Township Pvt. Ltd., High Star Builders Pvt. Ltd., BTVS Bulldozer Pvt. Ltd., Aspirant Builders Pvt. Ltd., Adson Software Pvt. Ltd., Buzz Hotels Pvt. Ltd., Regal Green Lands Pvt. Ltd., Ornamental Realtors Pvt. Ltd., Base Exports Pvt. Ltd., Handoor Realtors Pvt. Ltd., Five Rivers Developers Pvt. Ltd., Five River Bulldozer Pvt. Ltd., SU Estates Pvt. Ltd., S/Sr. Nathi S/o. Makhan, Rajpal S/o Madan, Atar Singh S/o Madan, S/Sr. Lakhmi Chand, Brahm Singh, Sanjay S/o Ramkishan, S/Sr. Beer Singh, Shree Pal, Brahm Singh S/o Sh. Chandgi, Sh. Virender Kumar s/o Sh. Salpal, Sh. Lal Chand s/o Sh. Man Singh, Sh. Charan Singh s/o Sh. Gyan Singh, Sh. Lakhi s/o Sh. Musahi, Sh. Salpal, Anup S/o Sh. Khemu, Sh. Ganeshi, Jai Bhagwan S/o Sh. Ganpal C/o Commander Realtors Pvt. Ltd., A-11, 1<sup>st</sup> Floor, Neeli Bagh, New Delhi - 49.

The revised schedule of land of license No. 107 of 2010 dated 20.12.2010 is enclosed herewith. The terms and conditions as stipulated in the above said license will remain the same and will be complied by Commander Realtors Pvt. Ltd. The transferee company will also abide by the terms and

conditions of the agreement LC-IV and Bilateral Agreement executed with the Director General, Town and Country Planning, Haryana, Chandigarh.

The approval of all the plans accorded, if any, in favour of original licensee shall now be deemed approved in favour of Commander Realtors Pvt. Ltd. and others, A-11, 1<sup>st</sup> Floor, Neehi Bagh, New Delhi.

Dated: \_\_\_\_\_  
Place: Chandigarh

(Anurag Rastogi)  
Director General, Town & Country Planning  
Haryana, Chandigarh

Encl. No. LC-1052-B-JE (S)-2013

59666-677

Dated: 4/10/13.

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

1. Commander Realtors Pvt. Ltd., Bulls Realtors Pvt. Ltd., Five Rivers Township Pvt. Ltd., High Star Builders Pvt. Ltd., BTVS Buildwell Pvt. Ltd., Aspirant Builders Pvt. Ltd., Aeson Software Pvt. Ltd., Buzz Hotels Pvt. Ltd., Regal Green Lands Pvt. Ltd., Ornamental Realtors Pvt. Ltd., Base Exports Pvt. Ltd., Hardcor Realtors Pvt. Ltd., Five Rivers Developers Pvt. Ltd., Five River Buldoon Pvt. Ltd., SU Estates Pvt. Ltd., Auspicious Infrastructure Pvt. Ltd. Anil, Parmit S/o Kaver Singh, Prem Singh, Ganpat S/o Sh. Lakh, Sucha Oberoi S/o. Sh. Baldev Raj, Dhirej Oberoi S/o Sh. Baldev Raj, Gajje Singh S/o. Ram Sarup, Omprakash, Selver Singh, Karan Chand, Ravinder Kumar S/o Sh. Balbir Singh, S/Sh. Ashok, Gobir, Nareen Kumar S/o. Lok Ram, S/Sh. Ramesh, Shri Pal S/o. Jagat Singh, S/Sh. Khajan, Rishi, Suresh, Jitender S/o. Mahabir, Sh. Runkal S/o. Kalu, S/Sh. Mool Chand, Karan Singh, Dhan Singh, Shyam Lal Anil Kumar, Sunil Kumar S/o. Runkal, S/Sh. Jaipal, Nareesh, Heeraj S/o. Mehar Chand, S/Sh. Hari Singh, Dharamb S/o. Lakhpat, S/Sh. Kandeep Singh, Armit Kumar S/o. Hari Singh, Ruda, Shiv Dayal S/o. Tota, S/Sh. Deep Chand S/o. Hari Singh, S/Sh. Madan Lal, Manoj Kumar S/o. Atia, Smt. Rita D/o. Atia & Smt. Maya W/o. Atia, Raj Ram S/o. Tirka Ram, Sunder, Kale, Sube S/o. Hari Kishan, Kaver Singh, Tejram S/o. Budhran, Parina alias Prem, Kirpal alias Premal S/o. Hira, Jaipal, Nareesh, Heeraj S/o. Mehar Chand, Bhagmat, Brahma, Rajan Singh, Hari, Lekhi S/o. Charat Singh and Devi Ram, Rajmat, Rambir S/o. Prabhu, Ram Mehan, Ram Kumar, Rajat, Ranjit S/o. Dull Chand, Duli Chand, Preet, Ram Kishan, Chitranjiv, Madan Lal S/o. Ram Chandar, Kewar Singh, Tejram S/o. Budhran, Tekram S/o. Balke, Beoram S/o. Balke, Sohan Pal S/o. Singh Ram, Balke alias Dhan Ram, Kaver Singh, Tejram S/o. Budhran, Jaipal, Nareesh, Heeraj S/o. Mehar Chand, Balu, Samman, Bansil, Lekhi S/o. Kulhad, Ailer Singh S/o. Sh. Madan S/o. Unnato, Rajpal S/o. Sh. Madan and Laksh Chand, Brahm Singh, Sanjay S/o. Ram Kishan and Bir Singh S/o. Pal, Brahm Singh S/o. Sh. Chand, Lakmi Chand, Brahm Singh, Sanjay S/o. Ram Kishan and Atar Singh S/o. Madan Vinender Kumar S/o. Sh. Seopal, Nishi S/o. Makhan, Rajpal S/o. Madan, Nishi S/o. Makhan, Rajpal S/o. Madan, Lal Chand S/o. Man Singh, Charan Singh S/o. Gyan Singh, Lekha S/o. Munshi, Srya, Snichand, Dufchand, Sehejra, Jaypal, Madanpal S/o. Bansil, Kaver Singh S/o. Bhikah Singh, Seopal, Anup S/o. Khemu, Ganesh S/o. Surjan, Jai Bhagwan S/o. Ganpat, Sandeep Dwar S/o. Omprakash, Ram Singh, Horem, Sher Singh, Ram Chandar S/o. Jagmat & Vedram, Rajpal, Yadram S/o. Anukul & Hari Singh S/o. Main Singh, C/o Commander Realtors Pvt. Ltd., A-11, 1<sup>st</sup> Floor, Neehi Bagh, New Delhi - 49.
2. Chief Administrator, HUDA, Panchkula
3. MD, HVPN, Planning Director, Shakil Bhowan, Sector-6, Panchkula.
4. MD, Haryana State Pollution Control Board, Panchkula.
5. Addl. Director, Urban Estates, Haryana, Panchkula
6. Administrator, HUDA, Gurgaon
7. Engineer-in-Chief, HUDA, Panchkula
8. Superintending Engineer, HUDA, Gurgaon.
9. Land Acquisition Officer, Gurgaon.
10. Senior Town Planner, Gurgaon
11. District Town Planner, Gurgaon
12. Chief Account Officer C/o Director General, Town & Country Planning, Haryana, Chandigarh

(Sanjay Kumar)  
District Town Planner (MD)  
For Director General, Town & Country Planning  
Haryana, Chandigarh

*Transcribed Copy  
Sanjay Kumar  
District Town Planner  
for Director General*

Annexure P 18



**HARYANA STATE POLLUTION CONTROL BOARD**  
**C-11, SECTOR-6, PANCHKULA**

Website - [www.hspcb.gov.in](http://www.hspcb.gov.in) E-Mail - [hspcb.pnl@rediffmail.com](mailto:hspcb.pnl@rediffmail.com)

Telephone No. - 0172-2577870-73

No. BSPCB/Consent/ : 2021214GUNOCT2366395

Dated: 03/02/2014

To

M/o : Commander Realtors Pvt. Ltd.  
 Group Housing, Sector-58, Village- Ghata  
 GURGAON  
 122002

**Sub. : Issue of Consent to Establish from pollution angle .**

Please refer to your Consent to Establish application received in this office on the subject noted above. Under the Authority of the Haryana State Pollution Control Board vide its agenda Item No. 47.8 dated 28.04.83 sanction to the issue of "Consent to Establish" with respect to pollution control of Water and Air is hereby accorded to the unit Commander Realtors Pvt. Ltd., for manufacturing of /Establishment of Group Housing project with the following terms and conditions:-

1. The industry has declared that the quantity of effluent shall be 251 KL/Day i.e. 0KL/Day for Trade Effluent, 0 KL/Day for Cooling, 251 KL/Day for Domestic and the same should not exceed.
2. The above "Consent to Establish" is valid for two years from the date of its issue to be extended for another one year at the discretion of the Board or till the time the unit starts its trial production whichever is earlier. The unit will have to set up the plant and obtain consent during this period.
3. The officer/official of the Board shall have the right to access and inspection of the industry in connection with the various processes and the treatment facilities being provided simultaneously with the construction of building/machinery. The effluent should conform the effluent standards as applicable.
4. That necessary arrangement shall be made by the industry for the control of Air Pollution before commissioning the plant. The emitted pollutants will meet the emission and other standards as laid/will be prescribed by the Board from time to time.
5. The applicant will obtain consent under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21/22 of the Air (Prevention & Control of Pollution) Act, 1981 as amended to-date even before starting trial production.
6. The above Consent to Establish is further subject to the conditions that the unit complies with all the laws/rules/decisions and competent directions of the Board/Government and its functionaries in all respects before commissioning of the operation and during its actual working strictly.
7. No in-process or post-process objectionable emissions or the effluent will be allowed, if the scheme furnished by the unit turns out to be defective in any actual experience.
8. The Electricity Department will give only temporary connection and permanent connection to the unit will be given after verifying the consent granted by the Board, both under Water Act and Air Act.
9. Unit will construct the proper septic tank as per Bureau of Indian Standards.
10. Unit will raise the stack height of DG Set/Boiler as per Board's norms.

1. The unit will take trial current to operate before the occupation of the project.
2. The unit will install STP alongwith the main project.
3. The unit will install the project only on the land for which Town and Country Planning Department has given license.
4. The unit will comply all the terms and conditions of the Environmental Clearance granted by the SKIAA, Haryana.
5. Unit will obtain prior NOC/Permission from central Ground Water Authority in case under ground water resource is used.
6. The unit will achieve Zero effluent Discharge as proposed by unit.
7. The NOC is valid only for such land within the project which is under ownership of project proponent and for which report regarding Aravali area has been issued by DC, Gurgaon.
8. The unit will install adequate acoustic enclosures/chambers on their DG SETS with proper stack height as per prescribed norms to meet the prescribed standards under EP Rules, 1986.
9. The unit will install the adequate sewage treatment plant to meet the standards prescribed under EP Rules 1986.
10. The NOC will become invalid in case the project is found violating the provisions of notification no. S.O.191(E) dt. 27.01.2010 issued by MoEF Government of India regarding Eco-sensitive Zone of Salimpur National park.

Senior Environmental Engineer II, HQ  
For and on behalf of chairman  
Haryana State Pollution Control Board

---It is system generated certificate no signature is required---

*Pranjit Singh*  
*(Vareet Soni)*  
*Adhikari*

213

Annexure P-19 641

From

Director,  
Haryana Fire Service,  
Panchkula.

To

M/s Commander Realtors Pvt. Ltd.  
Sector-58, Gurgaon Manesar Urban Complex,  
Gurgaon

Memo No. DFS/F.A./2014/159/275  
Dated: 08/11/15

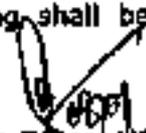
Sub :

Approval of fire fighting scheme from the fire safety point of view of the Group Housing Colony meas. 17.224 acres in Sector - 58, Gurgaon Manesar Urban Complex, Gurgaon of M/s Commander Realtors Pvt. Ltd. & Others.

Reference to CFC No. 23019111400157, dated 19.11.2014 on the subject cited above.

Your case for the approval of fire fighting scheme has been examined by the team of Fire Station Officers, Gurgaon. The fire fighting scheme is found as per the N.B.C. 1983 Part IV revised 2005/ guidelines. Therefore, your proposed fire fighting scheme is hereby approved from the fire safety point of view with the following conditions:-

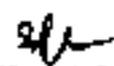
- 1) The proposed fire fighting scheme is approved as submitted in the building plan subject to the approval of building plan by the competent authority.
- 2) The approval of fire scheme by this office doesn't absolve the firm from his responsibility from all consequences, in case of fire due to any deficiencies or anything left out in the scheme submitted by you.
- 3) Overhead & underground water tanks provided for fire fighting shall be so constructed in such a way that the domestic water tank shall filled from overflow of the fire Water tanks.
- 4) As soon as the installations of fire fighting arrangements are completed, the same may be got inspected/ tested and clearance should be obtained from this office.
- 5) If the infringement of Byelaws remains un-noticed the Authority reserves the right to amend the Plans/Fire Fighting Scheme as and when any such infringement comes to notice after giving an opportunity of being heard and the Authority shall stand Indemnified against any claim on this account.
- 6) If you fail to comply with any of the above terms & conditions you will be liable to be punished as per Chapter-III Section 31 Sub-Section 1 & 2 of Fire Act 2009 i.e. imprisonment for a term which may extend to three month or fine which may extend to five thousand rupees or both.
- 7) The staircase shall be made with the specified material enabling it non-slippery.
- 8) If the gap between ceiling and false ceiling is more than 300 mm then upright sprinkler above false ceiling & pendent sprinkler below false ceiling shall be installed in the building.

  
Fire Officer, HQ  
for Director, Haryana Fire Service,  
Panchkula.

Endst. No- DFS/F.A./2014/159

Dated

A copy is forwarded to the Sr. Fire Station Officer, Sector 29, Gurgaon with reference to his Memo No. FS/MCG/2014/3604, Dated 20.12.2014 for information and necessary action.

  
Fire Officer, HQ  
for Director, Haryana Fire Service,  
Panchkula.

*Trans Protocol  
Checked by  
(Vance of Sm)  
Adhikari*



214

Annexure P-20

From

Asst. Divisional Fire Officer, (HQ)  
O/o Directorate of Fire Service  
Urban Local Bodies, Haryana  
Panchkula

To

The Chief Town Planner cum  
Chairman Building Plan Approval Committee  
O/O The Director,  
Town & Country Planning, Haryana  
Chandigarh

*[Handwritten signature]*  
29/5/18

Memo No-DGFS/SF/2018/87/ 53143

dated- 28/03/18

Subject-

Approval of revised building plans of Group Housing Colony measuring 17.224 acres falling in residential plotted colony measuring 331.819 acres (Licence No. 63 of 2009 dated 03.11.2009, Licence No. 107 of 2010 dated 20.12.2010 and Licence No. 60 of 2012 dated 11.06.2012) in Sector-58,59,60,61&62 Gurugram being developed by Commander Realtors Pvt. Ltd. and others.

Kindly refer to your office Encl. No- 27-582-8/AD(RA)/2017/24306 dated- 26.09.2017 on the subject cited above.

The building plans with fire drawings in respect of subject cited building has been examined in this office from fire safety point of view (Architecture point of view) as per provision of National Building code of India 2016 Part- IV, where in certain observations were noticed:-

- i) Fire Fighting Shaft is not provided.
- ii) Refuge area is not provided.
- iii) Width of one staircase is not meeting the requirement.

*[Handwritten notes: subject - Survey 50/5]*  
*[Handwritten signature: Adilbert]*

Therefore, the case is returned herewith to rectify the above deficiencies in the building plan from the firm.

*[Handwritten signature]*  
ADFO (HQ)  
O/O Directorate of Fire Service  
Urban Local Bodies, Haryana,  
Panchkula

*[Handwritten signature]*  
T. Subhakar  
Joint Secretary  
(Urban Services)  
Chandigarh

L/Building Plan/S.P. Objection Letter

**Directorate of Town & Country Planning, Haryana**  
SCO-71-75, 2nd Floor, Sector-17-C, Chandigarh, Phone: 0172-2549349  
Web site topharyana.gov.in · e-mail: tophary@gnail.com

Regd

**ORDER**

Whereas licence no. 16 of 2008 dated 31.01.2008 was granted to Aspirant Builders Pvt. Ltd., BTVS Buildwell Pvt. Ltd., Ornamental Realtors Pvt. Ltd., Adson Software Pvt. Ltd., Base Exports Pvt. Ltd. in collaboration with Base Exports Pvt. Ltd. to develop a group housing colony on the land measuring 17.55 acres in the revenue estate of village Behrampur, District Gurgaon.

A request was received on 24.07.2015 under the policy dated 15.07.2015 regarding rescheduling of licence land between Group Housing and plotted licenced colonies to process of exchange between the licence no 16 of 2008 dated 31.01.2008, 28 of 2008 dated 17.02.2008, 44 of 2011 dated 13.05.2011, 63 of 2009 dated 13.11.2009, 107 of 2010 dated 20.12.2010 and 60 of 2012 dated 11.06.2012, which was examined and in principle approval was granted vide this office memo no 17766 dated 16.09.2015 to comply the terms and conditions as laid down therein within a period of 60 days. Thereafter, the compliance made by you dated 01.10.2015, 19.10.2015 and 26.10.2015 have been examined and found in order.

After exchange of licenced land among the licences the revised schedules of land measuring 17.55 acres are annexed as Annexure 'A' in the name of Aspirant Builders Pvt. Ltd., BTVS Buildwell Pvt. Ltd., Ornamental Realtors Pvt. Ltd., Adson Software Pvt. Ltd., Base Exports Pvt. Ltd., Fiverivers Developers Pvt. Ltd., Fiverivers Township Pvt. Ltd., Bulls Realtors Pvt. Ltd. in collaboration with Base Exports Pvt. Ltd. w.r.t licence no. 16 of 2008 dated 31.01.2008.

The approval of all zoning plans and building plans accorded earlier in the above mentioned licences shall stand annulled and fresh zoning and building plans shall be get approved as per Rules/norms. The terms and conditions as stipulated in above said licences will remain applicable and will be complied with by Base Exports Pvt. Ltd. for licence no. 16 of 2008 dated 31.01.2008.

The company will also abide by the terms and conditions of the agreements LC-IV and Bilateral Agreements executed with the Director.

Dated:

Chandigarh

Sd/-  
(Arun Kumar Gupta)  
Director General,  
Town & Country Planning,  
Haryana, Chandigarh

Endst. No. LC-1952/PA(SN)/24336-347

Dated: 09/12/2015

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

1. Base Exports Pvt. Ltd. SCO no 6-8, Sector-9D, Madhaya Marg, Chandigarh alongwith a copy of Agreement LC-IV and Bilateral Agreement, Land schedule & Layout.
2. Chief Administrator, HUDA, Panchkula.
3. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula
4. Addl. Director Urban Estates, Haryana, Panchkula.



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5. Administrator, HUDA, Gurgaon.
6. Engineer-In-Chief, HUDA, Fanchkula.
7. Superintending Engineer, HUDA, Gurgaon alongwith a copy of agreement.
8. Land Acquisition Officer, Gurgaon.
9. Senior Town Planner, Enforcement, Chandigarh.
10. Senior Town Planner, Gurgaon.
11. District Town Planner (Planning), Gurgaon.
12. Chief Accounts Officer, (HQ) O/o Director, Town & Country Planning, Haryana, Chandigarh.

Sd/-  
District Town Planner (HQ),  
For Director General, Town & Country Planning,  
Haryana, Chandigarh.

Endst. No. LC-1952/PA(SN)/24348

Dated: 09/12/2015

A copy is forwarded to District Town Planner (HQ) Sh. P.P. Singh with request to update the status on website.

Sd/-  
District Town Planner (HQ),  
For Director General, Town & Country Planning,  
Haryana, Chandigarh.

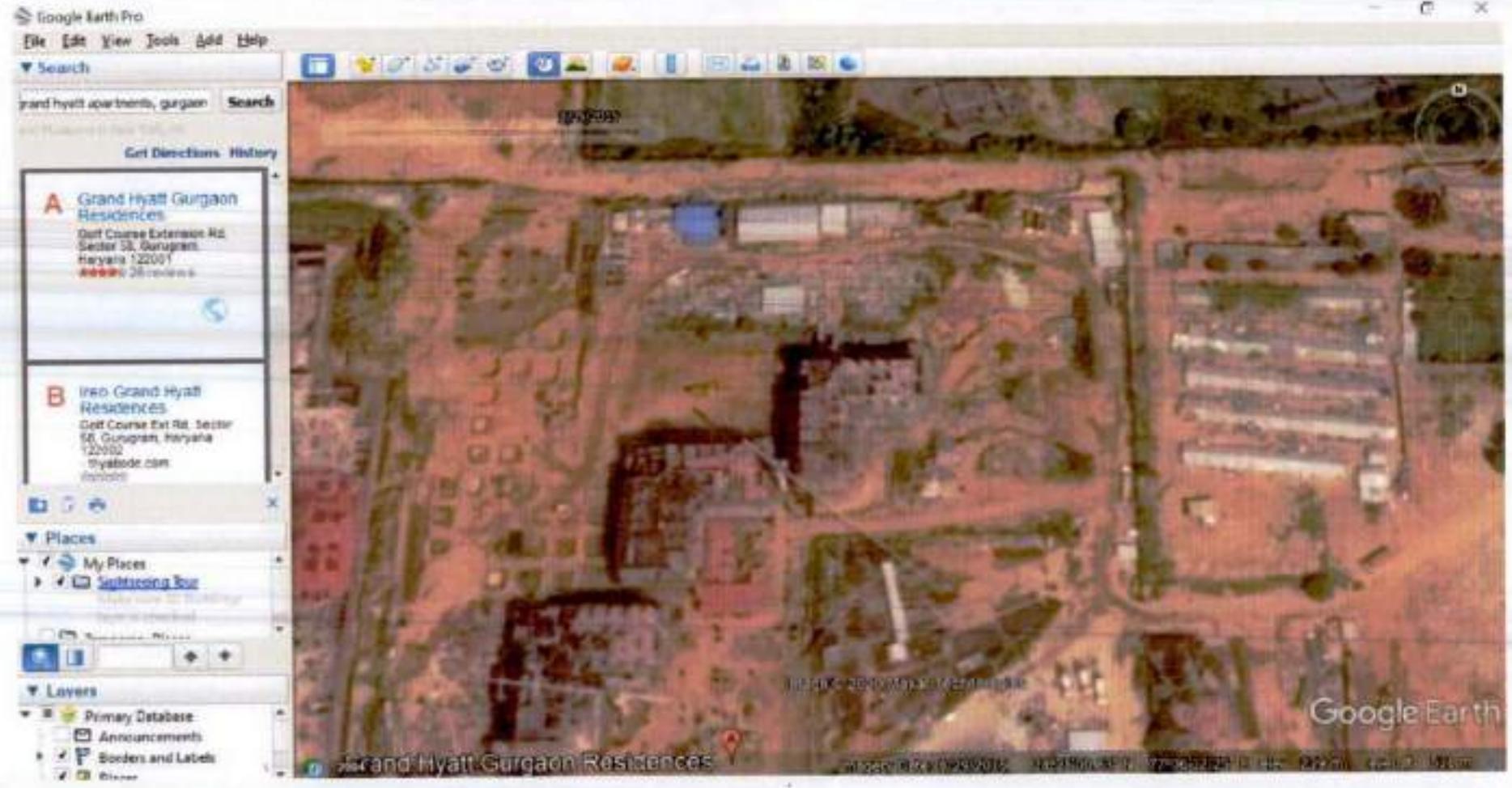
*Town & Country  
Planning  
(Karnal Distt)  
Aditya*

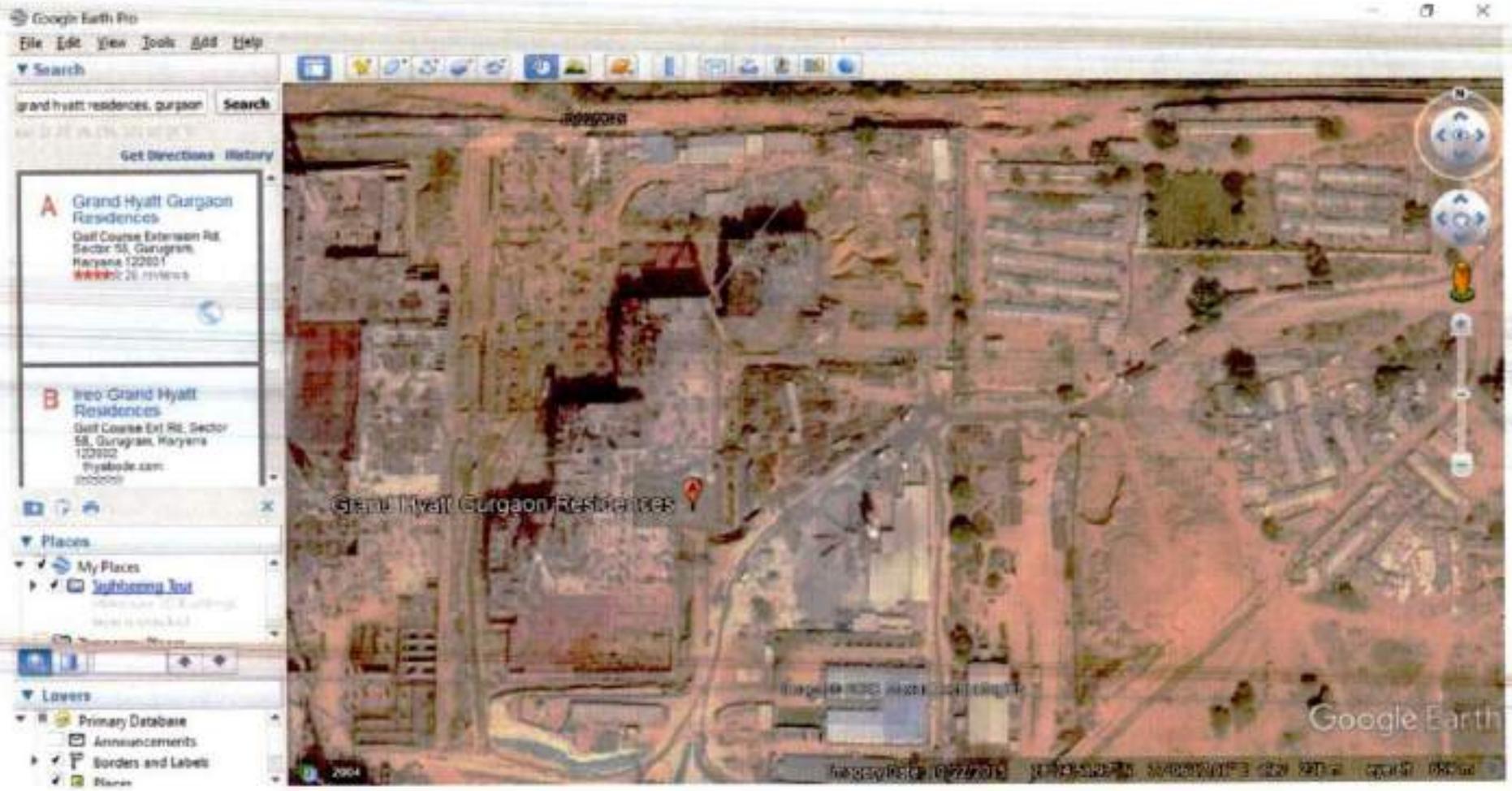
Construction done even before Fire Scheme Approval ( 08-01-2015 ) were received



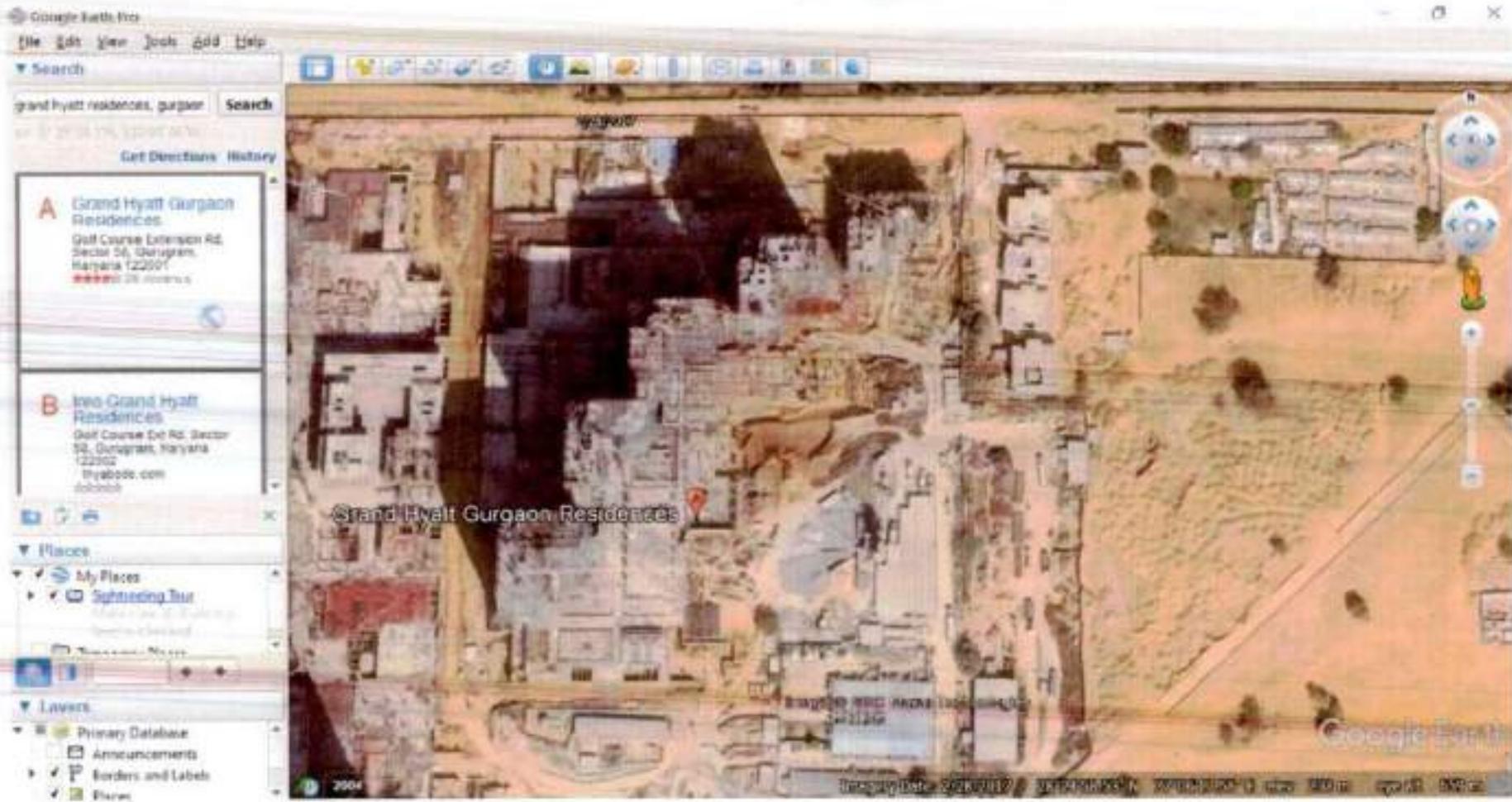


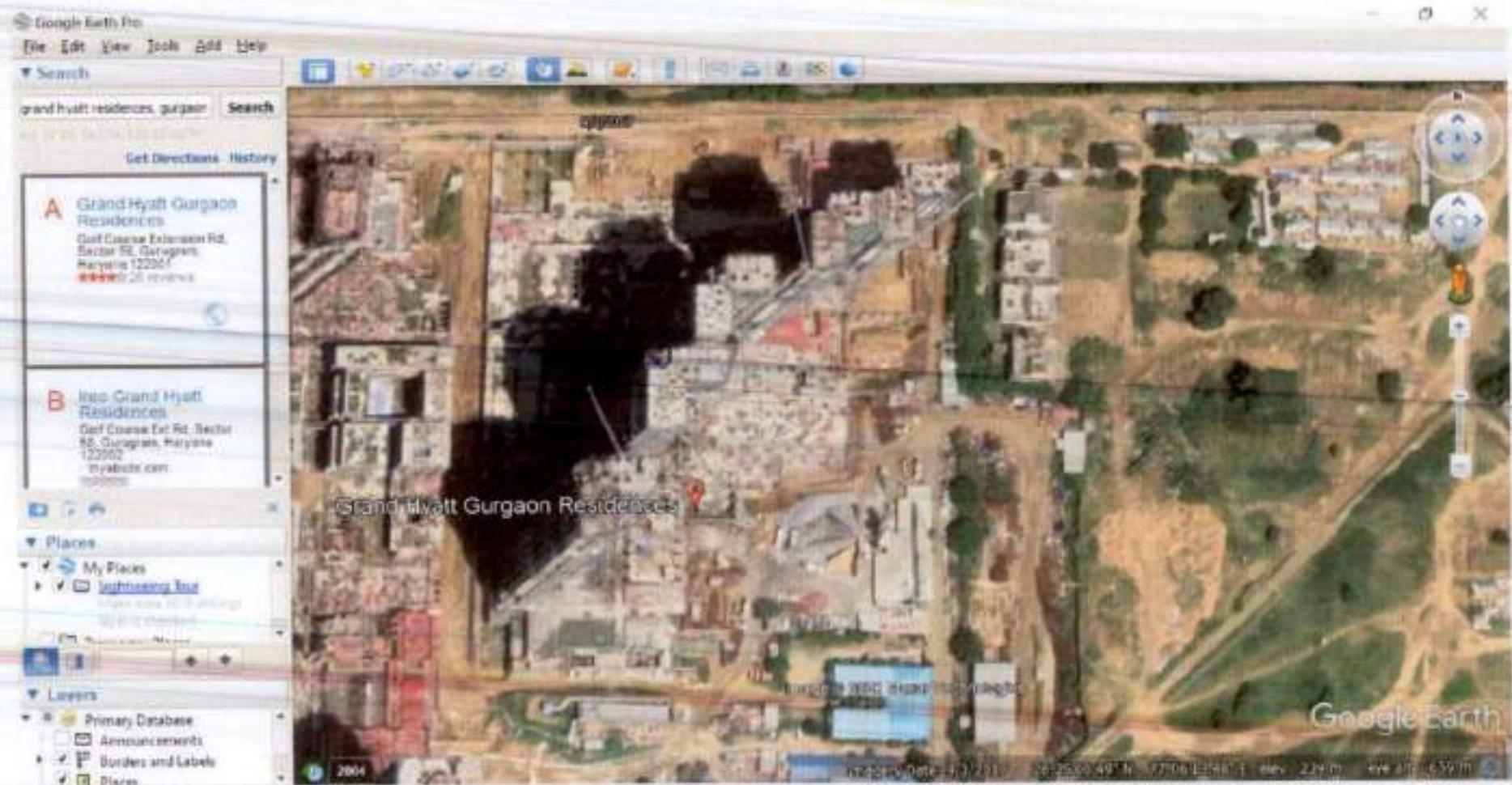
**CONSTRUCTION CONTINUED EVEN AFTER ZONING, BUILDING PLANS, FIRE SCHEME APPROVALS CANCELLED BY DTCP on 9<sup>th</sup> December 2015**

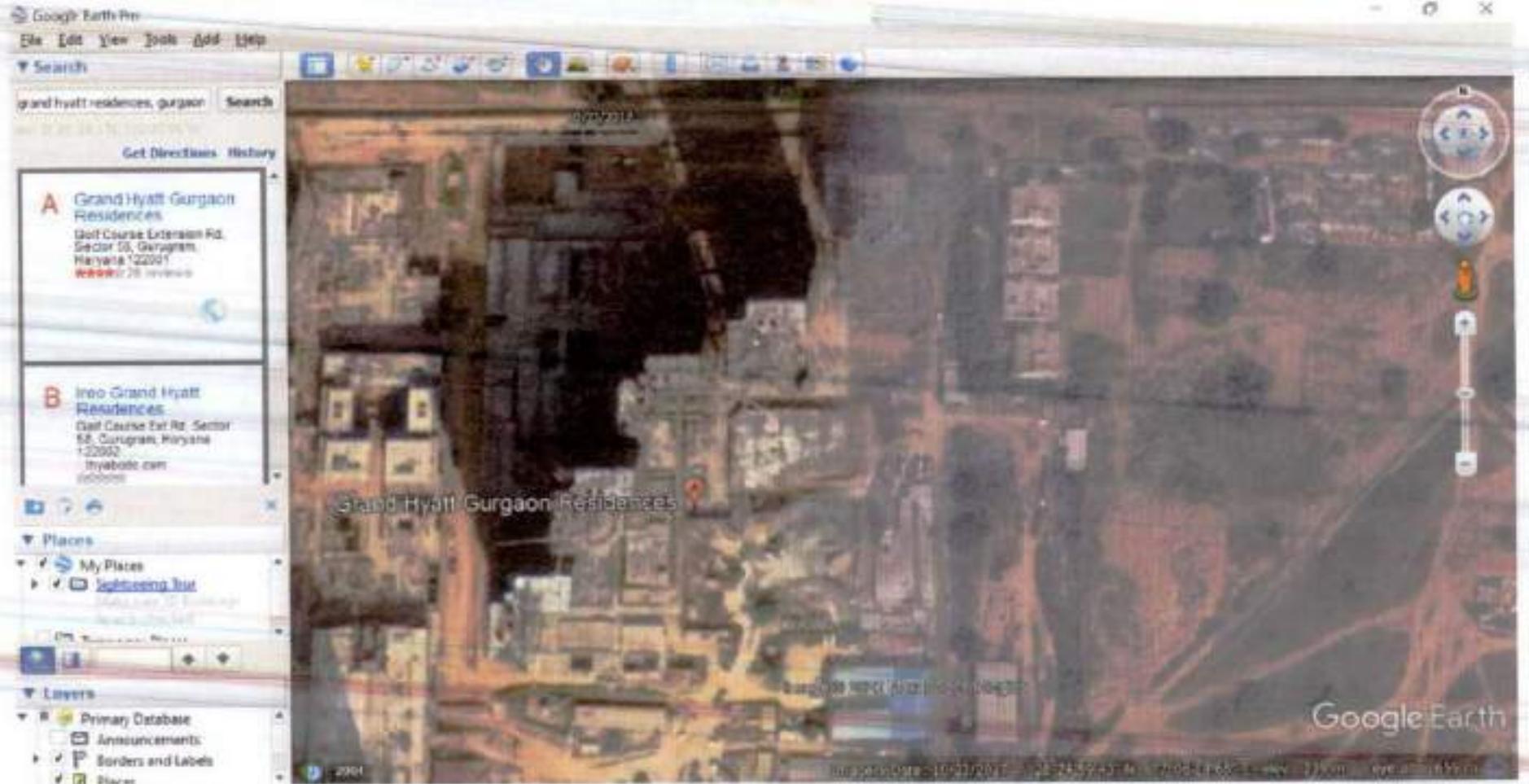












925

653



Tax Plot Gk  
Janki Sonu  
(Varrot Sami)  
Aditya



Annexure P-23

I Cell  
Excavation

296

PAYMENT REQUEST  
1870/000/2011/0000

Dr. Anju Kumar  
C-4/3  
DLF Phase 1  
Gurgaon - 122001

13 Jan 2012

SUBJECT: Second Installment for Apartment No. T1-8-NS

Dear Sir/Madam,

This is with reference to your unit in the Grand Hyatt Gurgaon Residences.

We would like to bring to your attention that your next installment payable on "Commencement of Excavation" is now due.

As the aforesaid milestone has been reached, we request you to remit the amounts as mentioned below vide a DD/Banker's cheque/currency cheque in favour of "Ireo Residences Company Pvt. Ltd." or by an inter-bank electronic transfer in favour of "Ireo Residences Company Pvt. Ltd.

CURRENT A/C NO: 12100310698704 at  
Axis Bank, 148, Barakhamba Road, New Delhi.  
The IFSC code in case of wire transfer is "AXIS0000007".

STATEMENT OF CHARGES

PARTICULARS	AMOUNT DUE AS ON DATE (RS.)	AMOUNT/PAID (RS.)	INSTALLMENT AMOUNT DUE (RS.)	NET PAYABLE 01-FEB-14 (RS.)
Basic Service Tax	882800.00	0.00	975000.00	1043800.00

We would appreciate that the aforesaid payment reaches us on or before 01-FEB-14.

Our Customer Service team will be happy to resolve your queries regarding the same. You may call us at 0124-4754289. Alternatively, you may email us at [pl@ireoresidences.com](mailto:pl@ireoresidences.com)

Assuring you our best attention always.

FOR IREO RESIDENCES COMPANY PRIVATE LIMITED

AUTHORIZED SIGNATORY

1, 04, 38, 872-24

**NOTE:**

- In case of any discrepancy in the figures mentioned above, you are requested to contact our customer care team.
- If you have already received the payment and if this letter of due has already been sent to you, you may quote this demand letter.
- In case of any transfer please provide STN No., Account No., Date of Transaction in order to track the bank and appropriate to reach the bank.
- Amount received from the client shall be adjusted first towards interest and on credit installment.
- Notification No. 19 dated 13th May 2011 under Section 144A Act, Government has announced application of TDS (withholding tax) w.e.f. 1st June 2011. Please refer to the website of IREO RESIDENCES COMPANY PRIVATE LIMITED for more details.
- IREO RESIDENCES COMPANY PRIVATE LIMITED, 148 Barakhamba Road, New Delhi, applicable service tax on residential property stands increased to 13.28% (whereas the rate of the property tax is 12.00%) effective from 01st Jan 2012.



*DCS*  
*Basement Work*

*297*

*Original*  
PAYMENT REQUEST  
IRRESID/COH/CHTR

Dr. Anjali Kumar  
C-4/3  
DLF Phase I  
Gurgaon -122002  
India

20 Sept 2016

SUBJECT: Installment for Apartment No. CHGR-T1-06-NS

Dear Sir/Madam,

This is with reference to your unit in the Grand Hyatt Gurgaon Residences

We would like to bring to your attention that your next installment payable on "Casting Of Basement Road Slab" is now due.

As the aforesaid milestone has been reached, we request you to remit the amounts as mentioned below vide a DD/Banker's cheque/ordinary cheque in favour of "Ireo Residences Company Pvt. Ltd." or by an inter-bank electronic transfer in favour of "Ireo Residences Company Pvt. Ltd.

CURRENT A/C NO. 01201030698794 at  
Axis Bank, 148, Barakhamba Road, New Delhi.  
The IFSC code in case of wire transfer is 411100000007

STATEMENT OF CHARGES

PARTICULARS	AMOUNT PAID AS ON DATE (IN ₹)	ARREARNS/EXCESS, IF ANY* (IN ₹)	INSTALLMENT AMOUNT DUE (IN ₹)	NET PAYABLE 11-OCT-16 (IN ₹)
Basic			9745347.13	
Service Tax	29153774.74	-10056888.09	418540.90	36954.42

We would appreciate that the aforesaid payment reaches us on or before 12-OCT-16.

Kindly note that delayed payments are subject to charge of interest @ 20% per annum for the period of delay.

Our Customer Service team will be happy to resolve your queries regarding the same. You may call us at 011-4754188. Alternatively, you may email us at [chtr@ireo.com](mailto:chtr@ireo.com).

Assuring you our best attention always.

FOR IREO RESIDENCES COMPANY PRIVATE LIMITED

*[Signature]*  
AUTHORIZED SIGNATURE

**NOTES**

- In case of any discrepancy in the figures mentioned above, you are requested to contact our customer care team.
- If you have already remitted the payments and if the limit of our pre-credit your remittance in the mail, you may ignore this demand letter.
- In case of wire transfer please provide UTR No., Amount Sent, Date of Transaction in order to track the funds and appropriate towards the unit.
- Amount returned from the printer shall be adjusted for service charges and on credit statement.
- Notification No. 14 dated 1st May 2012 under Income Tax Act/Government has announced applicability of TDS (withholding tax) w.e.f. 1st June, 2012. Please note the law No. ANCLD/11/F of 1803 RESIDENCES COMPANY PRIVATE LIMITED - for ready reference.

1000 1000 1000 (Amount outstanding in hand) - An advance fee for obtaining interest shall be a mentioned in the respective demand note.  
TRUE SCANNED COPY OF ORIGINAL  
FPO: CHANDIGARH



RESIDENCES

D. C. S.  
Lens Barenub Hoffeld

298

Interest Adjusted

PAYMENT REQUEST

Dr. Anjou Kumar  
C 4/3  
DLP Phase I  
Gurgaon - 122002  
India

20 Sep 2016

SUBJECT: Installment for Apartment No. GHGR-T1-c8-N5

Dear Sir/Madam,

This is with reference to your unit in the Grand Hyatt Gurgaon Residences.

We would like to bring to your attention that your next installment payable on "Caring Of Basement Roof Slab" is now due.

We had received the advance payment against the said installment hence the benefit of the same is being credited to your account.

STATEMENT OF CHARGES:

PARTICULARS	AMOUNT PAID AS ON DATE (RS.)	EXCESS/ADVERSE	ADVANCE PAYMENT REBATE, IF ANY* (RS.)	INSTALLMENT AMOUNT DUE (RS.)	NET PAYABLE (RS.)
Basic Service Tax	29353734.74	-10096663.77	188355.00	9745344.13 4,8540.40	-201847.60

Our Customer Service team will be happy to resolve your queries regarding the same. You may call us at 0124-4754188. Alternatively, you may email us at [ghgr@hyatt.com](mailto:ghgr@hyatt.com).

Assuring you our best attention always.

For: IREG RESIDENCES COMPANY PRIVATE LIMITED

AUTHORIZED SIGNATURE

NOTE

- In case of any discrepancy in the figures mentioned above, you are requested to contact our Customer Care team.
- If you have already received the payments and if the benefit of such has crossed your residence in its own, you may quote the relevant letter.
- In case of any transfer please provide DTR No., Amount Paid, Date of Transaction in order to track the same and appropriate credit to you.
- Amount received from the client shall be adjusted first towards interest and so onwards installment.
- Notwithstanding to the effect that the Income Tax Act, Government has provided applicability of TDS (withholding tax) w.e.f. 1st July, 2015. Over the due the ACCORDING TO IREG RESIDENCES COMPANY PRIVATE LIMITED, in such scenario.
- In case of any previous outstanding installment(s), the reference for its crediting against interest shall be in accordance to the respective demand note.

DATE  
2016.09.20 15:50  
TRUE SCANNED COPY OF  
ORIGINAL  
PRINCE CHANDOSARIN

GRAND HYATT GURGAON RESIDENCES, IREG CITY,  
1st Campus Main Project Office, Sector 59  
New Delhi/ Gurugram, 122002, Haryana, India

WE CAN GET YOUR TEL  
ghgr@hyatt.com  
customers@hyatt.com  
www.hyattresidences.com

IREG RESIDENCES COMPANY PRIVATE LIMITED  
Reg. CH, A-01 NE Floor, Patel Bldg  
New Delhi-110049  
CH/16, D/1600D, D/1600PT/1600/16





*W.P. 201*  
*5th Floor Kula*      **230**

PAYMENT REQUEST  
IREO/GGN/CRM/GHGR

Dr. Anil Kumar  
C 4/3  
DLF Phase I  
Gurgaon - 122002  
INDIA

29 May 2017

SUBJECT: Instalment for Apartment No. GHGR-T1-08-NS

Dear Sir/Madam,

This is with reference to your unit in the Grand Hyatt Gurgaon Residences.

We would like to bring to your attention that your next instalment payable on "Closing of 5th Floor Slab" is now due.

As the aforesaid milestone has been reached, we request you to remit the amount as mentioned below via a DD/Banker's cheque/ordinary cheque in favour of "Ireo Residences Company Pvt. Ltd." or by an inter-bank electronic transfer in favour of "Ireo Residences Company Pvt. Ltd."

CURRENT A/C NO. 01100030008794 at  
Axis Bank, 148, Barakhamba Road, New Delhi.  
The IFSC code in case of wire transfer is "UTIB0000007".

STATEMENT OF CHARGES

PARTICULARS	AMOUNT PAID AS ON DATE (RS.)	ARREARS/ DEDUCTION, IF ANY* (RS.)	INSTALLMENT AMOUNT DUE (RS.)	NET PAYABLE (RS.)
Basic				10,311,425.72
Service Tax	40,405,844.50	0.00	1,070,170.32	10,311,425.72

We would appreciate that the aforesaid payment request is met or before 10/June/17.

Kindly note that delayed payments are subject to charge of interest @ 20% per annum for the period of delay.

Our Customer Service team will be happy to resolve your queries regarding the same. You may call us at 0114-4754488. Alternatively, you may email us at [ghrcustomer@ireo.com](mailto:ghrcustomer@ireo.com).

Assuring you our best attention always.

For IREO RESIDENCES COMPANY PRIVATE LIMITED

AUTHORIZED SIGNATORY

**NOTE:**  
In case of any discrepancy in the IREO documents, you are requested to contact our customer care team.  
If you have already received the payment and if the bank of your remittance is not shown in the above, you may quote the document title in case of wire transfer please provide UTR No., Account No., Date of Transaction in order to track the funds and appropriate records are not allowed except from the bank of India. All other bank transfers are subject to the bank and appropriate records are not allowed.  
\* Maximum No. of 2nd 1st May 2017 and 1st June 2017. IREO Residences has reserved the right to suspend the unit in case of any delay in the payment of the amount due.  
All the IREO documents are subject to the IREO Residences Company Private Limited. For more information, please contact our customer care team.  
TRUE SCANNED COPY OF ORIGINAL  
PHIC CHANDIGARH



10th Floor  
10th Floor Slab 231

PAYMENT REQUEST  
REQ/GEN/CRM/GHGR

Dr. Anoo Kumar  
C 4/3  
DLF Phase I  
Gurgaon 122002  
India

04 Sep 2017

SUBJECT: Installment for Apartment No. GHGR-T1-08-NS

Dear Sir/Madam,

This is with reference to your unit in the Grand Hyatt Gurgaon Residences.

We would like to bring to your attention that your next installment payable on "Casting of 10th Floor Slab" is now due.

As the specified milestone has been reached, we request you to remit the amounts as mentioned below vide a DD/Banker's cheque/ordinary cheque in favour of "Ireo Residences Company Pvt. Ltd." or by an inter-bank electronic transfer in favour of Ireo Residences Company Pvt. Ltd.

CURRENT A/C NO. 912010030097901 21  
Axis Bank, 148, Barakhamba Road, New Delhi.  
The IFSC code in case of wire transfer is "40710000007".

STATEMENT OF CHARGES

PARTICULARS	AMOUNT PAID	ADDITIONAL EXCESS, IF ANY*	INSTALLMENT AMOUNT DUE (IN ₹)	NET PAYABLE 16-Sep-17 (IN ₹)
	AS ON DATE (IN ₹)			
80220-9954 DAR 100257/100257	51890618.71	0.00	5085173.79 1040226.31	10875400.09

We would appreciate that the aforesaid payment reaches us on or before 16-Sep-17.

Kindly note that delayed payments are subject to charge of interest @ 20% per annum (with applicable GST) for the period of delay.

Our Customer Service team will be happy to resolve your queries regarding the same. You may call us at 011-4754188. Alternatively, you may email us at [prevention@ireo.in](mailto:prevention@ireo.in).

Assuring you our best attention always.

FOR IREO RESIDENCES COMPANY PRIVATE LIMITED

  
ANAND KUMAR

1,00,84,547.09  
90,802 OUTSTANDING @ 10%

Solvents Home Delivery

NOTE:  
1. In case of any discrepancy in the figures mentioned above, you are requested to contact our customer care team.  
2. If you have already received the payment and if the issue of any invoice raised your concern in the mail, you may ignore this invoice.  
3. In case of any dispute/claim please IRR No. Against Spec. Date of Completion is under to work the basis and appropriate towards the unit.  
4. THIS DOCUMENT CANNOT BE USED FOR ANY OTHER PURPOSE. FOR MORE INFORMATION AND TO AVOID MISUNDERSTANDING, PLEASE CONTACT OUR CUSTOMER CARE TEAM.  
5. IN CASE OF ANY DISPUTE/CLAIM PLEASE IRR No. Against Spec. Date of Completion is under to work the basis and appropriate towards the unit.  
6. IN CASE OF ANY DISPUTE/CLAIM PLEASE IRR No. Against Spec. Date of Completion is under to work the basis and appropriate towards the unit.

GRAND HYATT GURGAON RESIDENCES, IREO OFFICE  
New Campus, Main Project Office, Sector 50  
Near Sohna Road, Gurgaon, 122001, Haryana, India

011-2244555799 TOLL FREE  
ghgr@ireoresidences.com  
customerservice@ghgr.com  
www.ghgr.com/ireo

IREO RESIDENCES COMPANY PRIVATE LIMITED  
Reg. Off. 4th Floor, New Delhi  
New Delhi, 110049  
CIN No. U72900DL2012PTC026849



File  
15<sup>th</sup> Nov 2017

232

PAYMENT REQUEST  
IREO/GGN/CRM/GHGR

Dr. Anjoo Kumar  
C-4/3  
DLF Phase I  
Gurgaon 122002  
India

05 Dec 2017

subject: Installment for Apartment No. GHGR-11-08-NS

Dear Sir/Madam,

This is with reference to your unit in the Grand Hyatt Gurgaon Residences.

We would like to bring to your attention that your next installment payable on "Casting of 15th Floor Slab" is now due.

As the aforesaid milestone has been reached, we request you to remit the amounts as mentioned below vide a D/Mhank's cheque/currency cheque in favour of "Ireo Residences Company Pvt. Ltd." or by an inter-bank electronic transfer in favour of Ireo Residences Company Pvt. Ltd.

CURRENT A/C NO. 512020030698799 at  
Axis Bank, 128, Barakhamba Road, New Delhi.  
The IFSC code in case of wire transfer is "AXIS0000007".

STATEMENT OF CHARGES:

MATERIALS	AMOUNT PAID AS ON DATE (RS.)	ARREARS/EXCESS, IF ANY* (RS.)	INSTALLMENT PAYMENT DUE (RS.)	NET PAYABLE (23-Dec-17)(RS.)
11/12/2017	0	0	3,60,000.00	3,60,000.00
10/07/2017	0	0	1,99,02,000.00	1,99,02,000.00
				3,60,000.00

We would appreciate that the aforesaid payment tendered to us on or before 23-Dec-17.

Kindly note that delayed payments are subject to charge of interest @ 20% per annum for the period of delay.

Our Customer Service team will be happy to resolve your queries regarding the same. You may call us at 0124-4754188 Alternatively, you may email us at [ghresidences@ireo.com](mailto:ghresidences@ireo.com).

Assuring you our best attention always.

FOR IREO RESIDENCES COMPANY PRIVATE LIMITED

AUTHORIZED SIGNATORY

NOTE:  
1. In case of any discrepancy in the above mentioned details, you are requested to contact our project office at 0124-4754188.  
2. If you have already received the payments and if the date of next due amount is approaching, you may remit the amount before the due date of next due amount. If you do not, we will be forced to take legal action against you. The date of payment is subject to the date and appropriate amount of work achieved from the site. The amount shall be subject to the actual work and material received.  
3. You should be aware that the 100% work is complete. The 100% completion is a condition for the completion of the building and work on your part. From 2007 to 2016, by ANCD (A) of IREO RESIDENCES COMPANY PRIVATE LIMITED, New Delhi, India.  
TRUE SCANNED COPY OF ORIGINAL DOCUMENT. The original document is available at the project office. The original document is available at the project office.  
ORIGINAL  
PHOTO COPY



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PAYMENT REQUEST  
IREO/GGN/CE/GHGR

Dr. Anjan Kumar  
C 4/3  
DLF Phase 1  
Gurgaon 122002  
India  
GSTIN: UHREG1818 (STATEROAD: 06)

07 May 2018

SUBJECT: Installment for Apartment No. GHGR-T1-08-NS

Dear Sir/Madam,

This is with reference to your unit in the Grand Hyatt Gurgaon Residences.

We would like to bring to your attention that your next installment payable via "Cash on 20th Floor Road SLB" is now due.

As the aforesaid milestone has been reached, we request you to remit the amounts as mentioned below via a DD/Banker's cheque/ordinary cheque in favour of Ireo Residences Company Pvt. Ltd. or by an inter-bank electronic transfer in favour of Ireo Residences Company Pvt. Ltd.

CURRENT A/C NO. 012020070698794 at  
Axis Bank, 148, Basmahanka Road, New Delhi.  
The IFSC code in case of wire transfer is "UTIB0000007".

STATEMENT OF CHARGES

PARTICULARS	AMOUNT PAID AS ON DATE (RS.)	AMOUNT/ EXCESS, IF ANY* (RS.)	INSTALLMENT AMOUNT DUE (RS.)	NET PAYABLE 10-MAY-2018 (RS.)
Basic-3554			1005124.00	
Tax (GST/IGST)	7103083.00	0.00	1000216.00	10173400.00

We would appreciate that the aforesaid payment reaches us on or before 20-May-18.

Kindly note that delayed payments are subject to charge of interest @ 20% per annum for the period of delay.

Our Customer Service team will be happy to resolve your queries regarding the same. You may call us at 0124-4754188. Alternatively, you may email us at [ghrc@ireoresidences.com](mailto:ghrc@ireoresidences.com).

Assuring you our best attention always.

IREO RESIDENCES COMPANY PRIVATE LIMITED

NOTE

In case of any discrepancy in the figures mentioned above, you are requested to contact our customer care team.  
If you have already received the payment and if this copy of our bill is not your requirement in the end, you may ignore this demand letter.  
In case of wire transfer please provide UTR No., Account No., Date of Transaction in order to track the funds and appropriate towards the unit.  
Amount received from the above shall be adjusted from onwards interest and tax payable conditions.  
Residence No 19 Cash The Star, 201 under license from the Government for residential applicability of TDS (withholding and w.e.f. 10 June 2015). Please see the Form 16A RECEIVED at IREO RESIDENCES COMPANY PRIVATE LIMITED for ready reference.  
In case of any queries regarding residential, the reference for residential related services shall be a residential unit in respective demand letter.

GRAND | HYATT

RESIDENCES

April 09, 2019

Dr. Anjoo Kumar  
C 4/3  
DLF Phase I  
Gurgaon 122002 India  
# 8800936677  
Customer GSTIN # N/A

Ref: GHGP-T1-08-NS

Sub: Grant of Credit on account of GST Rebate in compliance of Section 171 of the Central Goods and Services Tax Act, 2017 (GSTIN - 06AACC13321F1Z4)

Dear Sir / Madam,

With reference to the above, we would like to inform you that w.r.t. implementation of GST from July 1, 2017 onwards, in terms of Section 171 of CGST Act, any reduction in rate of tax or the benefit of input tax credit shall be passed on the customers by way of commensurate reduction in prices.

Being GST a new regime, various changes have been made by the government in policy and procedures from time to time, leading the companies to understand and implement them and subsequent quantification of the benefits which have been reaped out on account of GST implementation.

We are glad to inform you that the company have accrued additional benefit of input tax credit for the project namely "Grand Hyatt Gurgaon Residences" and on the methodology suggested by Directorate General of Anti-Profitteering, we have computed that a benefit of 0.98% has been accrued to the company and the same shall be passed on to all customers billed after July 1, 2017.

Accordingly, we have granted the Rebate on account of GST Invoices, as raised on you from time to time for the period July 1, 2017 to March 31, 2019 and the same has been credited to your property account. Details are tabulated as below:-

Credit Memo No.	Credit Memo Date	Basic Amount	CGST Amount	SGST Amount	Total Amount
1972310003	31-Mar-19	267105	16026	16026	299157

In case of any query, please feel free to discuss.

Thanking you,  
Yours truly,

For Ireo Residences Co. Pvt. Ltd.

Authorised Signatory

*True Photo Copy*  
*(Vancep Singh)*  
*(Santosh Kumar)*  
*(Akhil)*

Annexure P-24

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**Directorate of Town & Country Planning, Haryana**SCD-71-75, 2<sup>nd</sup> Floor, Sector-17-C, Chandigarh, Phone: 0172-2549349Web site: [tpharyana.gov.in](http://tpharyana.gov.in) • e-mail: [tpharyana2@gmail.com](mailto:tpharyana2@gmail.com)**ORDER**

Whereas Licence no. 107 of 2010 dated 20.12.2010 was granted to Commander Realtors Pvt. Ltd. & others to develop a Residential Plotted colony on the land measuring 140.338 acres in the revenue estate of village Behrampur, Ullahawas & Ghata, District Gurgaon. Further, in pursuant to this office Endst. No. LC-1952/PA(SN)/24388-99 dated 09.12.2012, the request of the Applicant Company regarding re-scheduling of licenced land under the policy dated 15.07.2015 has been considered and accordingly, the revised land schedule for an area measuring 140.338 acres was issued.

Now, as per your request dated 14.12.2015 received in this office on 07.01.2016 through the authorized signatory of Commander Realtors Pvt. Ltd., area measuring 0.50 acres (khasra no. 9//24/2 area 4 Kanal of village Ullawas) which is part of the license no. 107 of 2010 dated 20.12.2010 granted to you in collaboration with SU Estates Pvt. Ltd. is hereby de-licensed. The revised schedule of land for the above said licence no. 107 of 2010 dated 20.12.2010 for an area measuring 139.838 acres after excluding the de-licensed area of 0.50 acres is enclosed. The terms & conditions as stipulated in the above said license and terms & conditions of the agreement LC-IV and Bilateral Agreement executed with the Director General, Town and Country Planning, Haryana, Chandigarh shall remain unaltered, except the licenced area mentioned as 140.338 acres in the said agreements be read as 139.838 acres. The fee and charges paid against the said 0.50 acres land stand forfeited in accordance with the policy dated 17.06.2010.

The approval of Layout Plan/Zoning Plan accorded in favour of original license, stand cancelled and same is required to be got approved/ revised from the Competent Authority after omitting of the de-licence area as per policy dated 28.01.2015.

Sd/-

(ARUN KUMAR GUPTA)

Director General, Town & Country Planning  
Haryana, ChandigarhDated:  
Chandigarh

Dated: 10/05/2016

Endst. No. LC-1952(B)-III/PA(SN)-2016/ 9025-9041

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

1. Commander Realtors Pvt. Ltd., C/o A-11, First Floor, Neeti Bagh, New Delhi alongwith copy of revised land schedule.
2. SU Estates Pvt. Ltd. C/o A-11, First Floor, Neeti Bagh, New Delhi
3. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
4. Chief Administrator, HUDA, Panchkula alongwith copy of agreement.
5. Chief Administrator, Housing Board, Panchkula.
6. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
7. Joint Director, Environment Haryana - Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
8. Addl. Director Urban Estates, Haryana, Panchkula.
9. Administrator, HUDA, Gurgaon.
10. Chief Engineer, HUDA, Gurgaon.
11. Superintending Engineer, HUDA, Gurgaon.
12. Land Acquisition Officer, Gurgaon.
13. Senior Town Planner, Gurgaon.
14. Senior Town Planner (Enforcement), Haryana, Chandigarh.
15. District Town Planner, Gurgaon alongwith copy of revised land schedule.
16. Accounts Officer, O/o DGTCP, Haryana along with a copy of revised land schedule.
17. Website Administrator to update the status on the website of the Department.

Sd/-

District Town Planner (HQ)

For Director General, Town & Country Planning  
Haryana Chandigarh

Re-Registered Land Schedule  
 vide orders dt. 18/05/2010

To be read with License No. 187 of 2010

1 Land owned by Commander Baskota Pvt. & Mil. Estab. Gumsa.

Village	Sect. No.	KPa No.	Total Area		Area taken		
			K	01	K	01	
Ghasa	40	140/1	1	12	1	12	
		140/2	2	15	2	15	
		15/1	2	15	2	15	
		17/2	7	12	7	12	
		18/1	8	0	8	0	
		22/1	0	3	0	3	
		23/1	0	9	0	9	
		24/1	0	5	0	5	
		41	11	7	12	7	12
			17/2/1	0	14	0	14
	18		8	0	8	0	
	20		7	12	7	12	
	21/1		5	1	5	1	
	21/2		2	11	2	11	
	22/1		4	10	4	10	
	24/2		2	14	2	14	
	25/1		7	14	7	14	
	44		10/2	7	2	7	2
		11/2/1	1	18	1	18	
		45	1	7	11	7	11
			2/1	5	11	5	11
			4	7	4	7	4
	5		7	11	7	11	
	46	6/1	4	0	4	0	
		8/2	4	6	4	6	
		7	7	12	7	12	
		10/1/2	2	13	2	13	
		11/1	5	5	5	5	
		14/1	3	12	3	12	
		17/1/2	1	11.5	1	11.5	
		20	8	0	8	0	
		21/1	4	5	4	5	
		21/2	3	15	3	15	
		48	6/1/1	1	15	1	15
			6/1/2	1	12	1	12
6/2			3	11	3	11	
7			7	11	7	11	
8/1			4	11	4	11	
13/1			8	13	8	13	
15/2/1			1	5	1	5	
15/2/4			0	13	0	13	
15/2/6			0	13	0	13	
15/2/8			1	1	1	1	
49		16/1/1	0	4	0	4	
		16/1/2	1	10	1	10	
		16/2	1	7	1	7	
		25	7	0	7	0	
		12	7	12	7	12	
	5	0	2	0	2		
	6/2	1	10	1	10		
	1/1	3	1	3	1		
	Beharapora	11	1/1	3	1	3	1
			10/2/1	1	5	1	5
14		2/1/3	0	7	0	7	
		22/2	1	12	1	12	
17		6/1	3	12	3	12	
		18/2/1	2	0	2	0	
18		1/2	4	13	4	13	
		2/1/2	0	5	0	5	
		3/1	4	9	4	9	
		6/2/1	2	9	2	9	
	10	5	9	5	9		
22	12/1/1	0	2	0	2		
	17	8	0	8	0		
	18	9	19	9	19		
	23	8	8	8	8		
	24	5	0	5	0		
34	3/1	2	4	2	4		
	4/1/1	2	13	2	13		
Utrava	19	4/1/2	5	3	5	3	
		7/2	3	7	3	7	
	23	14	4	9	4	9	
		11/2	2	9	2	9	
		12	6	16	6	16	
		13/1	4	14	4	14	
		18/2/1	3	10	3	10	
		17/1	7	5	7	5	
		18	5	0	5	0	
		19/1	5	0	5	0	
24	1/1/2	1	5	1	5		
	2/1/1	2	12	2	12		
	3/1/1	0	8	0	8		
	18	6	0	6	0		
	23/1	3	10	3	10		
	23/2	4	4	4	4		
	24/1	1	12	1	12		
	24/2	5	5	5	5		

1	<u>Commoner Rights Pvt. Ltd. Contd.</u>			Total Area		Area taken			
	Village	Rec. No.	Sl. No.	K	M	K	M		
	Uthwas	29	1/2	7	0	7	0		
			2/2	0	13	0	13		
			3/1	8	14	6	14		
			8	6	0	6	0		
			9	6	0	6	0		
			10	4	0	4	0		
			11	8	0	8	0		
			12	6	0	6	0		
			13	6	0	6	0		
			18	6	0	6	0		
			19	8	0	8	0		
			20/1	1	18	1	18		
			21	5	11	5	11		
					425	6.6			
2	<u>Land owned by H&amp;H Star Builders Pvt. Ltd.</u>								
	Behrangur	14	171/2	4	4	4	4		
	Chala	38	25/2	1	8	1	8		
		37	14	3	5	3	5		
						8	9		
3	<u>Land owned by Shreehan Developers Pvt. Ltd.</u>								
	Behrangur	14	6/2	1	1	1	4		
			7	6	12	6	12		
			14/1	3	16	3	16		
			14/3	4	0	4	0		
			15/1/1	8	11	8	11		
			16/1/2	0	13	0	13		
			17/1/1	2	6	2	6		
			21/2	1	2	1	2		
			15	25/2	5	19	5	19	
			17	5	7	7	12		
			19	1/1	3	4	3	4	
			25	12/2	3	11	3	11	
				13/1	1	7	1	7	
				17/2	0	0	0	0	
				18/1	6	16	6	16	
				19/1	7	15	7	15	
				20/2	1	2	1	2	
				22/1	4	9	4	9	
				22/3	0	8	0	8	
				23/2	3	13	3	13	
				24/1	6	0	6	0	
			Chala	46	2/1	4	13	4	13
					10/2	6	2	6	2
	16	6			8	6	8		
	17/1	9			8	9	8		
	25/1/1	9			6	9	6		
	Uthwas	34	17/2/2	1	10	1	10		
			24/1	5	5	5	5		
			3/2	8	8	8	8		
			15/2	5	14	5	14		
					124	5			
4	<u>Land owned by H&amp;H Star Builders Pvt. Ltd.</u>								
	Behrangur	2	22/1/1	0	12	0	3		
			23/2	1	18	0	15		
	Chala	48	17/1/1	0	10.6	0	10.8		
			16/3	0	13	0	13		
	Uthwas	23	17	4	2	4	2		
			24	2	19	2	19		
			24/2/1	0	17	0	17		
					9	48.8			
5	<u>Land owned by Durgamata Builders Pvt. Ltd.</u>								
	Behrangur	14	20	9	11	9	11		
			21/1	5	9	5	9		
			19	6	16	6	16		
			25/1	8	17	8	17		
					22	12			
6	<u>Land owned by B.T.V. Builders Pvt. Ltd. (C&amp;B) share &amp; Anand Builders Pvt. Ltd. (C&amp;B) share</u>								
	Behrangur	13	18/2/1	1	7	1	7		
			17/2/1	3	11	3	11		
					4	18			
7	<u>Land owned by Adcon Builders Pvt. Ltd. (C&amp;B) share &amp; Anand Builders Pvt. Ltd. (C&amp;B) share</u>								
	Behrangur	4	14	3	10	3	10		
			17	7	1	7	1		
			24	6	9	6	9		
			26	0	8	0	8		
			13	4	6	2	16		
			6	2	19	2	16		
					24	6			

Sl. No.	Land owned by <u>Suez Hotels Pvt. Ltd.</u>			Total Area		Area taken				
	Village	Plot No.	Killa No.	M	sq	M	sq			
5	Beharapur	15	14	7	12	7	12			
			15	5	0	5	0			
							12	12		
6	<u>Land owned by Overseas Touristic Pvt. Ltd.</u>									
	Beharapur	63	16/1/2	1	12	1	12			
			17/1	3	15	3	15			
			18/1	1	11	1	11			
			22/2	4	19	4	19			
			23/2	7	11	7	11			
			24/2	7	5	7	5			
			27/2	2	8	2	8			
			31/1	5	13	5	13			
			32/2	2	7	2	7			
			34/1	3	7	3	7			
			35/2	4	13	4	13			
			12/1	5	13	5	13			
			13/2	1	7	1	7			
			13/1	5	7	5	7			
14/2			3	12	3	12				
			41	83						
10	<u>Land owned by STV Beharapur Pvt. Ltd. (21/210 Share), Government Builders Pvt. Ltd. (77/2128 Share), Adesa Software Pvt. Ltd. (74/1218 Share)</u>									
Beharapur	17	24/1	8	12	8	12				
11	<u>Land owned by Overseas Builders Pvt. Ltd.</u>									
	Beharapur	34	7	7	15	7	15			
			13	7	7	7	7			
			20	7	7	7	7			
			21	8	0	8	0			
			22	8	0	8	0			
			48	1	8	0	8	0		
				2	6	3	6	3		
				9	7	12	7	12		
			48	18	5	0	5	0		
				5/2	2	12	2	12		
				5/1	3	11	3	11		
						74	7			
			12	<u>Land owned by Suez Hotels Pvt. Ltd. (13/283 Share), Suez Hotels Pvt. Ltd. (177/283 Share), Zenkart Builders Pvt. Ltd. (31/283 Share) &amp; Suez Builders Pvt. Ltd. (22/83 Share)</u>						
				Beharapur	14	22/1	1	8	1	8
24/1						0	2	0	2	
16/2	4	19				4	19			
20/2	2	0				2	0			
			4			9				
13	<u>Land owned by STV Beharapur Pvt. Ltd.</u>									
Beharapur	2	11/2/1	2	5	2	5				
14	<u>Land owned by Adesa Software Pvt. Ltd.</u>									
	Ghata	38	30/1	2	4	2	4			
			31	3	4	3	4			
					5	8				
15	<u>Land owned by Haripras Builders Pvt. Ltd.</u>									
	Ghata	36	19/1	4	0	4	0			
			20/1	5	0	5	0			
			31	5	0	5	0			
					17	0				
16	<u>Land owned by Overseas Builders Pvt. Ltd. (18/287 Share), Overseas Touristic Pvt. Ltd. (188/287 Share)</u>									
	Ghata	41	3/2	2	12	2	12			
			3/2	5	0	5	0			
			13	8	0	8	0			
			15/2/7	7	5	7	5			
					17	17				
17	<u>Land owned by Royal Green Lands Pvt. Ltd.</u>									
	Ghata	37	16	7	7	7	7			
			25	8	0	8	0			
			46	5	5	5	5			
			47	5	5	5	5			
			54/2	2	5	2	5			
			54	3/2/2	0	10	0	10		
				3/2/2	0	11	0	11		
			Urrewa	8	14/2	1	5	1	5	
					21/1/2	1	15	0	5	
							21	1		

18 Land owned by Royal Green Lands Pvt. Ltd. (27 Shares), Assiut Governorate (Area: 7/7 Shares)

Village	Rect. No.	Kata No.	Total Area		Area taken	
			K	M	K	M
Uthman	18	19/1	7	0	7	0

19 Land owned by Fish Resources Station Pvt. Ltd.

Village	Rect. No.	Kata No.	Total Area		Area taken	
			K	M	K	M
Lhawa	22	10/1	0	10	0	10
		16/2	4	8	4	8
		26/1	8	2	8	2
	29	11/1	2	18	2	18
		20/2	2	8	2	8
		21/1/1	3	2	3	2
		22/1	1	1	1	1
				18	8	

20 Land owned by BU Shubra Pvt. Ltd.

Village	Rect. No.	Kata No.	Total Area		Area taken	
			K	M	K	M
Lhawa	8	17/1	4	14	4	14
		24/2	5	2	5	2
				9	16	

21 Land owned by North Star Builders Pvt. Ltd. (14038 Shares), Royal Green Lands Pvt. Ltd. (241038 Shares)

Village	Rect. No.	Kata No.	Total Area		Area taken	
			K	M	K	M
Uthman	8	14/1	2	10	2	10
		14/2	2	4	2	4
		13/2	1	1	1	1
		18	7	0	7	0
				12	15	

22 Land owned by North Star Builders Pvt. Ltd. (17005 Shares), Royal Green Lands Pvt. Ltd. (280005 Shares)

Village	Rect. No.	Kata No.	Total Area		Area taken	
			K	M	K	M
Lhawa	8	20/2	2	0	2	0
		21/1/1	4	8	4	8
		27	0	12	0	12
				6	8	

23 Land owned by Fisheries Township Pvt. Ltd. (230004 Shares), Fisheries Development Pvt. Ltd. (280004 Shares), Fisheries Building Pvt. Ltd. (120004 Shares)

Village	Rect. No.	Kata No.	Total Area		Area taken	
			K	M	K	M
Shubra	45	3/2	8	2	8	2
		4	8	0	8	0
				14	2	

24 Land owned by Fisheries Development Pvt. Ltd. (480002 Shares), Fisheries Township Pvt. Ltd. (100002 Shares), Fish Building Pvt. Ltd. (400002 Shares)

Village	Rect. No.	Kata No.	Total Area		Area taken	
			K	M	K	M
Ghaza	48	16/2	8	8	8	8
		17/2	8	16	8	16
		24/1	7	13	7	13
		28/1	1	9	1	9
				24	46	

25 Land owned by Gulf Western Pvt. Ltd. (910016 Shares), Adson Software Pvt. Ltd. (100016 Shares)

Village	Rect. No.	Kata No.	Total Area		Area taken	
			K	M	K	M
Ghaza	48	10/2/2	1	0	1	0
		11/1	0	2	0	2
				1	11	

26 Land owned by Fisheries Township Pvt. Ltd. (800072 Shares), Gulf Western Pvt. Ltd. (100072 Shares), Adson Software Pvt. Ltd. (800072 Shares)

Village	Rect. No.	Kata No.	Total Area		Area taken	
			K	M	K	M
Ghaza	41	13/1	4	18	4	18
		14/2	4	18	4	18
		28/2	3	4	3	4
		25/1	4	16	4	16
		3	7	11	7	11
45	3	7	3	7		
48	31/2	8	8	8	8	
		4/1	3	2	3	2
				30	70	

27 Land owned by Hardware Retailers Pvt. Ltd. (10 Shares) & Adson Software Pvt. Ltd. (100 Shares)

Village	Rect. No.	Kata No.	Total Area		Area taken	
			K	M	K	M
Ghaza	37	17	7	7	7	7
		23/1	3	2	3	2
		24/1	7	3	7	3
				17	12	

28 Land owned by Commercial Builders Pvt. Ltd. (100002 Shares), Adson Software Pvt. Ltd. (100002 Shares) & Hardware Retailers Pvt. Ltd. (100002 Shares)

Village	Rect. No.	Kata No.	Total Area		Area taken	
			K	M	K	M
Ghaza	48	8/2	2	4	2	4



Annexure P-25

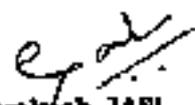
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ORDER

In pursuance of this office Endst. No. LC-1952B-DS(R)-2010/17690 dated 20.12.2010 vide which license no. 107 of 2010 dated 20.12.2010 was granted for an area measuring 140.356 acres for setting up a Residential Plotted-cum-Group Housing Colony at villoge Bahrampur, Ghata, Udhawas in Sector-58, 61 65 & 66, Gurugram Manesar Urban Complex, exchange of licenced land among licenced colonies was permitted vide this office order dated 25.10.2011. After that transfer of licences under Rule 17 of HDR Rules, 1976 from individual land owners to land owning companies was granted vide order dated 04.12.2013. Re-scheduling of licenced land between Group housing and plotted colonies of various projects including above licence was granted vide order dated 09.12.2015. De-licence of an area measuring 0.50 acres comprising khasra no. 9//24/2 (A-0) of villoge Udhawas Distt. Gurugram was permitted vide order dated 10.06.2016 and revised schedule of licence land was issued alongwith the said orders. Whereas now request dated 17.01.2017 for de-licensing of an area measuring 1.43125 acres from above licence has been received. The de-licensing of said licence no. 107 of 2010 is hereby allowed. The fee & charges including EDC paid for an area 1.43125 acres against the said licence stands forfeited in accordance with the policy dated 17.06.2010.

As a consequence of said De-Licensing, all sanctions/approvals pertaining to licence no. 107 of 2010 hereby stand annulled ab-initio.

Dated: The \_\_\_\_\_  
Chandigarh

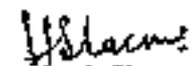
  
(T. J. Satyaprakash, IAS)  
Director, Town & Country Planning  
Haryana, Chandigarh  
Email: [tcphuc@gmail.com](mailto:tcphuc@gmail.com)

Endst. No. LC-1952-B-Vol-III-JE (MS)-2017/13461

Dated: 15/6/17

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

1. Commander Realtors Pvt. Ltd., A-11, 1<sup>st</sup> Floor, Necti Bagh, New Delhi.
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HUDA, Panchkula.
4. Chief Administrator, Housing Board, Panchkula.
5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
6. Joint Director, Environment Haryana - Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
7. Addl. Director Urban Estates, Haryana, Panchkula.
8. Administrator, HUDA, Gurugram.
9. Chief Engineer, HUDA, Gurugram.
10. Superintending Engineer, HUDA, Gurugram.
11. Land Acquisition Officer, Gurugram.
12. Senior Town Planner, Gurugram.
13. Senior Town Planner (Enforcement), Haryana, Chandigarh.
14. District Town Planner, Gurugram.
15. Chief Accounts Officer (Monitoring) O/o DTCP, Haryana.
16. Accounts Officer, O/o Director, Town & Country Planning, Haryana, Chandigarh.
17. Project Manager (IT) O/o DTCP for updating the status on Departmental Website.

  
(Hitesh Sharma)  
District Town Planner (HQ)  
For Director, Town and Country Planning  
Haryana, Chandigarh.

To be read with licence no. 107..... of 2010..

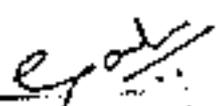
## Revised Land Schedule

## 1 Land owned by Commander Realtors Pvt. Ltd. District Gurgaon.

Village	Rect. No.	Killa No.	Total Area		Taken Area		
			K	M	K	M	
Ghata	40	14/2/1	1	12	1	12	
		14/2/2	2	16	2	16	
		15/1	2	18	2	18	
		17/2	7	12	7	12	
		18/1	8	0	8	0	
		22/1	0	3	0	3	
		23/1	0	9	0	9	
		24/1	0	8	0	8	
	41		11	7	12	7	12
			17/2/1	0	14	0	14
			19	8	0	8	0
			20	7	12	7	12
			21/1	5	1	5	1
			23/2	2	11	2	11
			22/1	4	16	4	16
			24/2	2	14	2	14
			25/1	7	14	7	14
			44		10/2	2	2
	11/2/1	1			18	1	18
	45		1	7	11	7	11
			2/1	5	11	5	11
			4	7	4	7	4
			5	7	11	7	11
			6/1	4	0	4	0
6/2			4	0	4	0	
7			7	12	7	12	
10/1/2			2	13	2	13	
11/4			5	6	5	6	
14/1			3	12	3	12	
17/1/2			1	11.5	1	11.5	
20			8	0	8	0	
21/1			4	9	4	9	
21/2			3	11	3	11	
46		6/1/1	1	16	1	16	
		6/1/2	1	12	1	12	
		6/2	3	11	3	11	
		7	7	11	7	11	
		8/1	4	11	4	11	
		15/1	0	13	0	13	
		15/2/1	1	5	1	5	
		15/2/4	0	13	0	13	
		15/2/5	0	13	0	13	
		15/2/6	0	13	0	13	
		15/2/8	1	1	1	1	
		16/1/1	0	4	0	4	
		16/1/3	1	18	1	18	
		16/2	1	7	1	7	
		25	7	0	7	0	
		48	12	7	12	7	12
61	5	0	2	0	2		
62	1	2	18	2	18		

D.T.C.P.(Hr)

Village	Rect. No.	Killa No.	Total Area		Taken Area	
			K	M	K	M
Behrampur	11	1/1	3	1	3	1
		10/2/1	1	6	1	6
	14	21/3	0	7	0	7
		22/2	1	12	1	12
	17	6/1	3	12	3	12
		15/2/1	2	0	2	0
	18	1/2	4	13	2	16
		2/1/2	0	6	0	6
		2/2	4	0	1	6
		10	8	0	3	4
	32	17	8	0	8	0
		18	9	18	9	18
		23	6	8	6	8
		24	8	0	8	0
34	3/1	2	4	2	4	
	4/1/1	2	13	2	13	
	4/1/2	5	3	5	3	
	7/2	3	7	3	7	
Ullawas	10	14	4	9	4	9
		11/2	2	9	2	9
		12	6	16	6	16
		13/1	6	14	6	14
		16/2/1	1	18	1	18
		17/1	7	8	7	6
		18	8	0	8	0
		19/1	5	0	5	0
		19/2	1	5	1	5
		23/1	2	12	2	12
		24/1	0	8	0	8
		18	8	0	8	0
	25	23/1	3	16	3	16
		23/2	4	4	4	4
	29/1	1	12	1	12	
	24/2	6	8	6	8	
29	1/2	7	0	7	0	
	2/2	0	13	0	13	
	3/1	5	14	5	14	
	8	8	0	8	0	
	9	8	0	8	0	
	10	8	0	8	0	
	11	8	0	8	0	
	12	8	0	8	0	
	13	8	0	8	0	
	18	8	0	8	0	
	19	8	0	8	0	
	20/1	2	16	2	16	
30	5/2	5	12	5	11	
Total					413	17.5

  
 D.T.C.I. (Hr.)

## 2 Land owned by High Star Builders Pvt. Ltd.

Behrampur	14	17/1/2	4	4	4	4
Ghata	38	23/2	1	0	1	0
	47	14	3	5	1	5
					Total	6 9

## 3 Land owned by Five Rivers Developers Pvt. Ltd.

Behrampur	18	6/2	1	4	1	4
		7	5	12	6	12
		14/1	3	15	3	15
		14/3	4	0	4	0
		15/1/1	0	11	0	11
		15/1/2	0	13	0	13
		17/1/1	3	8	3	8
		21/2	1	2	1	2
	15	25/2	3	18	5	18
	17	5	7	12	7	12
	18	1/1	3	4	3	4
	35	12/2	3	11	3	11
		13/1	1	7	1	7
		17/2	6	0	6	0
		18/1	6	16	6	16
		19/1	7	13	7	13
		20/2	1	2	1	2
		22/1	4	9	4	9
		22/3	0	8	0	8
		23/2	5	13	5	13
		24/1	6	0	6	0
	45	3/2	4	13	4	13
Ghata	40	15/2	5	2	5	2
		16	9	0	8	0
		17/1	0	3	0	3
		25/1/1	6	4	6	4
	41	17/2/2	1	10	1	10
		24/1	5	6	5	6
Ullawas	24	6/2	6	9	6	9
		15/2	5	14	5	14
					Total	124 5

## 4 Land owned by Bulls Realtors Pvt. Ltd.

Behrampur	2	22/1/1	0	12	0	3
		23/2	1	18	0	11
Ghata	45	17/1/1	0	10.5	0	10.5
Ullawas	22	16/3	0	13	0	13
		37	4	2	4	2
		24	2	19	2	19
	23	21/2/1	0	37	0	17
					Total	9 15.5

D.T.C.K. (Sb)

945

5 Land owned by Ornamental Realtors Pvt. Ltd.

Behrampur	14	20	9	11	9	11
		21/1	5	9	5	9
	15	16	6	15	6	15
		25/1	0	17	0	17
				Total	22	12

6 Land owned by BTVS Buildwell Pvt. Ltd. (2/3 Share), & Aspirant Builders Pvt. Ltd. (1/3 Share).

Behrampur	13	16/2/1	1	7	1	7
		17/2/1	3	11	3	11
				Total	4	18

7 Land owned by Adson Software Pvt. Ltd. (1/6 Share), & Aspirant Builders Pvt. Ltd. (5/6 Share).

Behrampur	4	14	3	10	3	10
		17	7	1	7	1
		24	2	9	8	9
		26	0	5	0	8
	13	4	6	2	5	2
		5	1	16	2	16
				Total	28	6

8 Land owned by Buzz Hotels Pvt. Ltd.

Behrampur	13	14	7	12	7	12
		15	6	0	6	0
				Total	13	12

9 Land owned by Five Rivers Township Pvt. Ltd.

Behrampur	13	16/1/2	1	12	1	12
		17/1	3	16	3	16
Ghata	38	13/1	1	11	1	11
	40	21/2	4	19	4	19
		23/2	7	11	7	11
		24/2	7	5	7	5
	45	1/2	2	0	2	0
		3/1	5	13	5	13
		6/2	2	7	2	7
		9/1	3	7	3	7
		9/2	4	13	4	13
		12/1	6	13	6	13
		12/2	1	7	1	7
		13/1	5	7	5	7
		14/2	3	12	3	12
				Total	61	13

10 Land owned by BTVS Buildwell Pvt. Ltd. (365/1216 Share), Ornamental Realtors Pvt. Ltd. (773/1216 Share)

Behrampur	13	24/1	0	12	0	12

*[Signature]*  
 B.S.C.P.H.R.

## 11 Land owned by Five Rivers Builders Pvt. Ltd.

Behrampur	45	7	7	15	7	15
Ghata	38	19	7	7	7	7
		20	7	7	7	7
		21	8	0	8	0
		22	8	0	8	0
	48	1	8	0	8	0
		2	6	3	6	3
		9	7	12	7	12
		10	8	0	8	0
	49	5/2	2	12	2	12
		6/1	3	11	3	11
					Total	74 7

## 12 Land owned by Base Exports Pvt. Ltd. (43/253 Share), Buzz Hotels Pvt. Ltd. (177/253 Share) Aspirant Builders Pvt. Ltd. (21/253 Share) &amp; Bulls Realtors Pvt. Ltd. (2/253 Share).

Behrampur	14	22/1	1	8	1	8
	18	2/1/1	0	2	0	2
		19/2	4	19	4	19
		20/2	2	0	2	0
					Total	8 9

## 13 Land owned by BTVS Buildwell Pvt. Ltd.

Behrampur	2	11/3/1	2	8	2	8
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## 14 Land owned by Adson Software Pvt. Ltd.

Ghata	48	8/2/1	2	4	2	4
	50	1/1	3	4	3	4
					Total	5 8

## 15 Land owned by Hardcore Realtors Pvt. Ltd.

Ghata	48	19/1	4	0	4	0
		20/1	5	0	5	0
	51	5	8	0	8	0
					Total	17 0

## 16 Land owned by Fiverivers Developers Pvt. Ltd. (158/357 Share), &amp; Fiverivers Township Pvt. Ltd. (199/357 Share).

Ghata	41	8/2	2	12	2	12
		9/2	6	0	6	0
		12	8	0	8	0
	46	15/2/7	1	5	1	5
					Total	17 17

## 17 Land owned by Regal Green Lands Pvt. Ltd.

Ghata	37	16	7	7	7	7
		25	8	0	8	0
	48	11/2	5	5	5	5
	49	5/1	5	8	5	8
		6/2	2	5	2	5
	60	3/2/2	0	10	0	10
		3/3/2	0	11	0	11
Uttaras	8	14/2	1	6	1	6
	9	21/1/2	1	15	0	9
					Total	31 1

*[Signature]*  
D.T.C.P. (Hr.)

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18 Land owned by Regal Green Lands Pvt. Ltd. (5/7 Share), & Auspicious Infrastructure Pvt. Ltd. (2/7 Share).

Ullawas	10	19/1	7	0	7	0
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19 Land owned by High Responsible Realtors Pvt. Ltd.

Ullawas	22	16/1	0	13	0	13
		16/2	4	8	4	8
		25/1	5	2	5	2
	23	11/3	2	16	2	16
		20/2	2	6	2	6
		21/1/1	3	2	3	2
		22/1	1	1	1	1
					<b>Total</b>	<b>19</b>
						<b>8</b>

20 Land owned by Su-Estates Pvt. Ltd.

Ullawas	9	17/1	4	14	4	14
		24/2	5	2	1	2
					<b>Total</b>	<b>5</b>
						<b>10</b>

21 Land owned by High Star Builders Pvt. Ltd. (14/255 Share), & Regal Green Lands Pvt. Ltd. (241/255 Share).

Ullawas	6	14/1	2	10	2	10
		14/3	2	4	2	4
		15/2	1	1	1	1
		16	7	0	7	0
					<b>Total</b>	<b>12</b>
						<b>15</b>

22 Land owned by High Star Builders Pvt. Ltd. (17/305 Share), & Regal Green Lands Pvt. Ltd. (288/305 Share).

Ullawas	9	20/2	2	0	2	0
		21/1/1	4	5	2	16
		27	0	13	0	12
					<b>Total</b>	<b>5</b>
						<b>8</b>

23 Land owned by Five Rivers Township Pvt. Ltd. (236/394 Share), Five Rivers Developers Pvt. Ltd. (39/394 Share), & Five Rivers Buildcon Pvt. Ltd. (129/394 Share).

Bhrampur	45	3/2	6	2	6	2
		4	8	0	8	0
					<b>Total</b>	<b>14</b>
						<b>2</b>

24 Land owned by Five Rivers Developers Pvt. Ltd. (348/492 Share), Five Rivers Township Pvt. Ltd. (99/492 Share), & Bulls Realtors Pvt. Ltd. (45/492 Share).

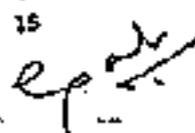
Ghata	45	16/3	6	5	6	5
		17/2	5	16	5	16
		24/1	7	13	7	13
		25/1	1	9	1	9
					<b>Total</b>	<b>21</b>
						<b>3</b>

25 Land owned by Bulls Realtors Pvt. Ltd. (31/216 Share), & Adson Software Pvt. Ltd. (185/216 Share).

Ghata	45	10/2/2	1	9	1	9
		11/1	0	2	0	2
					<b>Total</b>	<b>1</b>
						<b>11</b>

D.T.C.P. (H.E.)

26 Land owned by Riverfront Township Pvt. Ltd. (505/673 Share), Bulls Realtors Pvt. Ltd. (101/673 Share), & Adson Software Pvt. Ltd. (87/673 Share).							
Ghata	41	13/1	4	18	4	18	
		18/2	4	16	4	16	
		22/2	3	4	3	4	
		23/1	4	16	4	16	
	45	3	7	11	7	11	
	48	3/1/2	5	6	5	6	
		8/1	3	2	3	2	
					Total	33	13
27 Land owned by Hardcore Realtors Pvt. Ltd. (1/9 Share), & Adson Software Pvt. Ltd. (8/9 Share).							
Ghata	37	17	7	7	7	7	
		28/1	3	2	2	15	
		20/1	3	3	3	3	
					Total	13	5
28 Land owned by Ornamental Realtors Pvt. Ltd. (250/928 Share), Adson Software Pvt. Ltd. (525/928 Share), & Hardcore Realtors Pvt. Ltd. (153/928 Share).							
Ghata	49	6/3	2	4	2	4	
29 Land owned by Golden View Builders Pvt. Ltd.							
Bhrampur	32	25	8	0	4	1	
	34	5/1	7	16	3	19	
					Total	8	0
30 Land owned by BTVS Buildwell Pvt. Ltd. (1/3 Share), Auspicious Infrastructure Pvt. Ltd. (1/6 Share), Nathi S/o Makhan (1/3 Share), & Rajpal S/o Medan (1/6 Share).							
Ullawas	10	2/2	4	6	4	8	
		3	7	19	7	19	
					Total	12	7
31 Land owned by Attar Singh S/o Medan.							
Ullawas	5	16/1	3	12	3	12	
32 Land owned by Rajpal S/o Medan (1/2 Share), Lakmi Chand, Brahm Singh, Sanjay Ss/o Ram Kishan (1/6 Share), & Bir Singh, Sd Pal, Brahm Singh Ss/o Chandl (1/3 Share).							
Ullawas	10	8/2	6	0	6	0	
33 Land owned by Lakmi Chand, Brahm Singh, Sanjay Ss/o Ram Kishan (3/4 Share), & Attar Singh S/o Medan (1/4 Share).							
Ullawas	10	13/2	3	30	3	10	
34 Land owned by Virender Kumar S/o Satpal.							
Ullawas	5	11	2	7	2	7	
		19/1	2	0	2	0	
					Total	4	7
35 Land owned by Nathi S/o Makhan (535/990 Share), Rajpal S/o Medan (185/990 Share), Lal Chand S/o Man Singh (165/990 Share), & Charan Singh S/o Gyan Singh (125/990 Share).							
Ullawas	0	9/2	4	13	4	13	
		10/2	4	18	4	18	
		11	8	0	8	0	
		12	7	4	7	4	
					Total	24	15

  
 B.T.C.P. (Er.)

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36 Land owned by Nathi S/o Makhn.

Ullawas	9	8/2/2	0	9	0	9
		8/3/2	0	7	0	7
		13/1	1	2	1	2
		18/2	1	19	0	11
		19/1	2	3	1	11
					Total	4 0

37 Land owned by Rajpal S/o Medan.

Ullawas	10	13/1	3	6	3	6
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38 Land owned by Lekha S/o Mungli.

Ullawas	25	8/2/2	6	3	6	3
		17	8	0	8	0
					Total	14 3

39 Land owned by Nathi adopt. Makhn (1/2 Share), & Attar Singh, Rajpal S/o Medan (1/2 Share).

Ullawas	5	18/2	5	3	1	9
		23	7	8	6	19
					Total	8 8

40 Land owned by Nathi adopt. Makhn (83/206 Share), Attar Singh S/o Medan (83/206 Share), & Rajpal S/o Medan (40/206 Share).

Ullawas	5	16/2/2	3	13	3	10
		17/2	6	13	3	16
					Total	7 6

41 Land owned by Nathi adopt. Makhn (101/267 Share), Attar Singh, Rajpal S/o Medan (102/267 Share), & Kesar Singh S/o Bhikah Singh (64/267 Share).

Ullawas	30	9/2	6	0	6	0
		12	7	7	7	7
					Total	13 7

42 Land owned by Satpal, Anup S/o Khemu (1/3 Share), Ganesh S/o Surjan (1/3 Share), & Jat Bhagwan S/o Bangat (1/3 Share).

Ullawas	9	16	8	0	8	0
	10	11min	0	1	0	1
		20	7	8	7	8
					Total	15 9

Grand Total 1107 5 Or 138.406 Acres.

*[Signature]*  
 Director  
 Town and Country Planning  
 aryana, Chandigarh  
 Jan 1961

*True Copy  
 Verified  
 (Vanceat Smt)  
 Adhity*

Directorate Town & Country Planning, Haryana  
 SCO-71-75, 2<sup>nd</sup> Floor, Sector 17 C, Chandigarh  
 Phone: 0172-2549349 e-mail:lcpharyana7@gmail.com  
 website: http://lcpharyana.gov.in

To

High Star Builders Pvt. Ltd., Five Rivers Developers Pvt. Ltd., Bulls Realtors Pvt. Ltd., Ornamental Realtors Pvt. Ltd., BTVS BulKwell Pvt. Ltd., Aspirant Builders Pvt. Ltd., Adson Software Pvt. Ltd., Buzz Hotels Pvt. Ltd., Fiverivers Township Pvt. Ltd., Fiverivers Bulldcon Pvt. Ltd., Base Exports Pvt. Ltd., Harcare Realtors Pvt. Ltd., Regal Green Lands Pvt. Ltd., SU Estates Pvt. Ltd., Auspicious Infrastructure Pvt. Ltd., Anil, Parnill Ss/o Kavar Singh, Prem Singh, Ganpal Ss/o Sh. Laxmi, Sh. Sudhir Oberoi S/o Sh. Baldev Raj, Sh. Dhira, Oberoi S/o Sh. Baldev Raj, Gaje Singh S/o Ram Sarup, Omprakash, Salveer Singh, Karamchand, Ravinder Kumar Ss/o Balbir Singh, Ashok, Solbir, Naresh Kumar Ss/o Lok Ram, Ramesh, Shri Pal Ss/o Jagat Singh, Khojan, Rishi, Suresh, Jitender Ss/o Mahabir, Rupal S/o Kalu, Mool Chan, Karan Singh, Dhan Singh, Shyam Lal, Anil Kumar, Sunil Kumar Ss/o Rupal, Jaipal, naresh, Neeraj Ss/o Mehar Chand, Hari Singh, Dharambir Ss/o Lakhpal, Kuldeep Singh, Amit Kumar Ss/o Hari Singh, Ruda Shiv Dayal Ss/o Tola, Deep Chand S/o Hari Singh, Madan Lal, Manoj Kumar S/o Atra, Smt. Ritu D/o Atra & Smt. Maya W/o Atra, Rali Ram S/o Tirka Ram, Sunder Kato, Sube S/o Hari Kishan, Kavar Singh, Tej ram Ss/o Budh Ram, Parma, Premi, Kirpal, Prem Pal S/o Hira, Bhagmal, Brahmik, Rattan Singh, Hari, Lekhi Ss/o Challar Singh and Devi ram, Rajmal, Rambir Ss/o Prabhu and Ram Kishan, Ram Kumar, Rohitash, Ranjit Ss/o Dull Chand, Dull Chand, Premi, Ram Kishan, Chironjari, madan Lal Ss/o Ram Chander kavar Singh, Tej Ram Ss/o Budh Ram, Tek Ram S/o Balka Share, Bedram S/o Balka, Sohan Pal S/o Singh Ram, Balka, Dhand Ram, Kavar Singh, Tej Ram Ss/o Budh Ram, Sh. Balto, Samman, Banst, Lakhmi Ss/o Kulihad, sh. Atar Singh S/o Sh. Madan S/o Umrav, Sh. Raj Pal S/o Sh. Madan and Lakmi Chand, Braham Singh, Sanjay Ss/o Ram Kishan Share and Bir Singh Sh. Pal, Braham Singh Ss/o Sh. Chand, Lakmi Chand, Braham Singh, Sanjay Ss/o Ram Kishan, Sh. Vrander Kumar Ss/o Sh. Satpal, Sh. Nathi S/o Makhan, Raj Pal S/o Madan, Lal Chand S/o Mann Singh, Charan Singh S/o Gyan Singh, S/o Lekha S/o Musshi, Sh. Sirtiya, Sh. Chand, Dull Chand, Sahejram, Jaipal, Madan Pal Ss/o Bansal, Sh. Nathi Adopt Makhan, Kesar Singh S/o Balkha Singh, Sh. satpal, Anoop S/o Khemu, Ganeshi S/o Surjan, Jai Bhagwan S/o Ganpal, Sh. Sandeep Dhan S/o Om Parkash, Sh. Ram Singh, Moram, Sher Singh, Ram Chander Ss/o Jagmal and Vedram, Rajpal, Yachram Ss/o Jhullar and Hari Singh S/o Nain Singh  
 C/o Commander Realtors Pvt. Ltd.  
 SCO-6-8, Sector-9-D, 1<sup>st</sup> & 2<sup>nd</sup> Floor,  
 Madhya Marg, Chandigarh-160009.

Memo No. LC-1952-B-III-JE (V4)-2019/

Dated:

Subject:

Renewal of licence no. 107 of 2010 dated 20.12.2010 granted for setting up Residential Plotted Colony over an additional area measuring 138.4065 acres in the revenue estate of Village Ghata, Sector-58-61, Gurugram Manesar Urban Complex.

Ref:

Your request received on 06.04.2017 & 04.06.2019.

Licence no. 107 of 2010 dated 20.12.2010 granted to you vide this office Encls. No. LC-1952-B-DS (R)-2010/17650 dated 20.12.2010 for setting up of a Residential Plotted Colony over an additional area measuring 138.4065 acres in the revenue estate of Village Ghata, Sector-58-61, Gurugram is hereby renewed upto 19.12.2020 after freezing the area measuring 67.04375 acres (detail given enclosed Annexure-1) due to ongoing CBI investigation, on the terms & conditions laid down therein and further subject to the following conditions:-

1. This renewal will not tantamount to certification of your satisfactory performance entitling you for further renewal of licence.

679  
1251

2. That you shall complete the process for allotment of EWS flats within 90 days from issuance of renewal order.
3. That you shall get approved the revised layout plan while leaving area notified under Section 4 and showing such area as frozen area (Annexure-1) and also get approved the revised service plan estimate of Public Health Services, Horticulture and Street Lighting from competent authority within validity of this renewal.
4. The copy of MOEF clearance shall be submitted within 90 days from issuance of the renewal letter.
5. That you shall submit approved electric (distribution) services plan/estimates approved from the agency responsible for installation of external services i.e. Haryana Vidhyut Parasaran Nigam/Uttar Haryana Vidhyut Nigam Ltd./Dakshin Haryana Bijlee Vitran Nigam Ltd. Haryana within validity period of the license.
6. That you shall apply under policy dated 18.02.2015 regarding change of beneficiary interest within one month from the issuance of this memo.
7. You shall get the licence renewed till the final completion of the colony is granted.

The renewal of licence will be void ab-initio, if any of the above conditions are not complied with.

DA/As above.

  
 (K. Akrand Pandurang, IAS)  
 Director,  
 Town & Country Planning,  
 Haryana, Chandigarh.

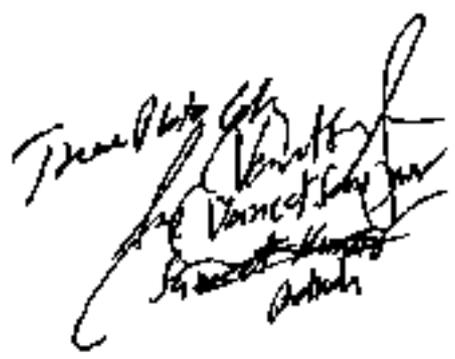
Endst. No. LC-1952-B-III-JE (VA)-2019/ 25798

Dated: 10-10-19

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

1. Chief Administrator, HSVP, Panchkula.
2. Chief Engineer, HSVP, Panchkula.
3. Senior Town Planner, Gurugram.
4. District Town Planner, Gurugram.
5. Accounts Officer of this Directorate.
- ✓ 6. Project Manager (IT Cell) O/o DTCP with request to update the status on website.

  
 (Sanjay Kumar)  
 District Town Planner (HQ)  
 For Director, Town & Country Planning  
 Haryana Chandigarh



# Directorate of Town & Country Planning, Haryana

Nagar Yojana Bhavan, Plot No. 3, Sector 18 A, Madhya Marg, Chandigarh  
 Phone: 0172-2549349 e-mail: tcpharyana7@gmail.com  
 website: http://tcpharyana.gov.in

252

To

Commander Realtors Pvt. Ltd., Golden View Builders Pvt. Ltd.,  
 Bulls Realtors Pvt. Ltd. Five Rivers Developers Pvt. Ltd.  
 Ornamental Realtors Pvt. Ltd. Aspirant Builders Pvt. Ltd.,  
 Hardcore Realtors Pvt. Ltd., STVS Bulldwell Pvt. Ltd.  
 Buzz Hotels Pvt. Ltd. Five Rivers Township Pvt. Ltd.  
 Hi-Energy Realtors Pvt. Ltd. Base Exports Pvt. Ltd.  
 Adson Software Pvt. Ltd., SU Estates Pvt. Ltd., Auspicious Infrastructure Pvt.  
 Ltd. Regal Green Lands Pvt. Ltd. High Responsible Realtors Pvt. Ltd. Masafcon  
 Build Pvt. Ltd., KSS Properties Pvt. Ltd.  
 C/o Commander Realtors Pvt. Ltd.  
 SCO-6-B, Sector-9-D, 1<sup>st</sup> & 2<sup>nd</sup> Floor,  
 Madhya Marg, Chandigarh-160009.

Memo No. LC-1952-17-JE (VA)-2019/

Dated:

Subject: Renewal of licence no. 63 of 2009 dated 03.11.2009 granted for setting up of Residential Plotted Colony on the land measuring 108.5625 acres in the revenue estate of village Ghata, Sector-58-61, Gurugram Manesar Urban Complex.

Ref: Your request received on 12.01.2018 & 06.08.2019.

Licence no. 63 of 2009 dated 03.11.2009 granted to you vide this office Endst. No. LC-1952-Vol-11-SDP-(11)-2009/11164 dated 04.11.2009 for setting up of a Residential Plotted Colony over an area measuring 180.5625 acres in the revenue estate of village Ghata, Sector-58-61, Gurugram is hereby renewed upto 02.11.2019 after freezing the area measuring 10.5625 acres (details given enclosed Annexure-1) due to ongoing CBI investigation, on the terms & conditions laid down therein and further subject to the following conditions:-

1. This renewal will not tantamount to certification of your satisfactory performance entitling you for further renewal of licence.
2. That you shall complete the process for allotment of EWS flats within 90 days from issuance of renewal order.
3. That you shall get approved the revised layout plan while leaving area notified under Section 4 and showing such area as frozen area (Annexure-1) and also get approved the revised service plan estimate of Public Health Services, Horticulture and Street Lighting from competent authority within validity of this renewal.
4. The copy of MOEF clearance shall be submitted within 90 days from issuance of the renewal letter.
5. That you shall submit approved electric (distribution) services plan/estimates approved from the agency responsible for installation of external services i.e. Haryana Vidhyut Parsaran Nigam/Uttari Haryana Vidhyut Nigam Ltd./Dakshin Haryana Bijlee Vitran Nigam Ltd. Haryana within validity period of the licence.
6. That you shall apply under policy dated 18.02.2015 regarding change of beneficiary interest within one month from the issuance of this memo.
7. You shall get the licence renewed till the final completion of the colony is granted.

The renewal of licence will be void ab-initio, if any of the above conditions are not complied with.

(R. Makrand Pandurang, IAS)  
 Director,  
 Town & Country Planning,  
 Haryana, Chandigarh.

The Above  
 Shant  
 (Vandit Smt)  
 Adity

Erdsr. No. LC-1952-II-JE (VA)-2019/25207

Dated: 10-10-19

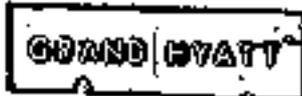
253

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

- 1. Chief Administrator, MSVP, Panchkula.
- 2. Chief Engineer, MSVP, Panchkula.
- 3. Senior Town Planner, Gurugram.
- 4. District Town Planner, Gurugram.
- 5. Accounts Officer of this Directorate.
- 6. Project Manager (IT Cell) O/o DTCP with request to update the status on website.

(Sanjay Kumar)  
District Town Planner (HQ)  
For Director, Town & Country Planning  
Haryana Chandigarh

*True Photo Copy*  
*(Sanjay Kumar)*  
*Aditya*



RESIDENCES

DCU  
Exhibit Letter Annexure P-28

Original  
PAYMENT REQUEST  
MAY 2016

254

Dr. Anoo Kumar  
C-43  
DLF Phase 1  
Gurgaon -122001  
India

10 Sep 2016

SUBJECT: Installment for Apartment No. GNGR-T1-08-NS

Dear Sir/Madam,

This is with reference to your unit in the Grand Hyatt Gurgaon Residences.

We would like to bring to your attention that your next installment payable on "Casing Of Basement Roof Slab" is now due.

As the aforesaid milestone has been reached, we request you to remit the amount as mentioned below via a DD/Banker's cheque/ordinary cheque in favour of "Ireo Residences Company Pvt. Ltd." or by an inter-bank electronic transfer in favour of "Ireo Residences Company Pvt. Ltd.

CURRENT A/C NO. 302003098799 at  
Axis Bank, 148, Parkhamba Road, New Delhi.  
The IFSC code in case of wire transfer is "UTIB0000007".

STATEMENT OF CHARGES:

PARTICULARS	AMOUNT PAID AS ON DATE (INR.)	AMOUNT DEDUCTIBLE (INR.)	INSTALLMENT AMOUNT DUE (INR.)	NET PAYABLE 11-09-16 (INR.)
Basic Service Tax	29153734.78	-10080888.09	9745322.83 43854040	9699442

We would appreciate that the aforesaid payment reaches us on or before 11-09-16.

Kindly note that delayed payments are subject to charge of interest @ 20% per annum for the period of delay.

Our Customer Service team will be happy to resolve your queries regarding the same. You may call us at 0124-4754288. Alternatively, you may email us at [customer@ireo.com](mailto:customer@ireo.com).

Assuring you our best attention always.

For IREO RESIDENCES COMPANY PRIVATE LIMITED

ANAND MOHAN PRASAD

**NOTE**  
In case of any discrepancy in the figures mentioned above, you are requested to inform the vendor on 024 4754288.  
If you have already received the statement and if you have not done the payment, you may please call the vendor on 0124 4754288.  
All the amounts mentioned above are in INR. Amount Due, after all deductions in order to work the bank and appropriate towards the unit.  
A statement is being issued to you for the 11th month of the project and an amount of INR. 97,45,322.83 is being payable.  
As per the Pro No. AN/2013/105 of IREO RESIDENCES COMPANY PRIVATE LIMITED, the applicability of TDS (including 40% TDS) will be from 11th month onwards.  
In case of any payment discrepancy, the payment due for the uniting shall be as mentioned in the respective statement.

13/09/2016  
10:27 AM  
THIS IS A HARD COPY OF ORIGINAL  
PRINT COPY

GRAND HYATT SUBCLUB RESIDENCES, IREO CITY,  
100 Campus, Main Project Office Sector 49  
Near Bahadurgarh Gurgaon, Haryana India

+91 124 475 4244 781  
customer@ireo.com  
+91 124 475 4244 781  
www.ireo.com

IREO RESIDENCES COMPANY PRIVATE LIMITED  
Reg. Off: 411 11 Floor, Main, Bugh  
New Delhi, India  
CIN 74-UH-MCO-DL1200PTC10000







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10 Kim Club

~~VPPZ~~



RESIDENCES

PAYMENT REQUEST  
IPEO/GGN/CRM/GMGR

Dr. Anjoo Kumar  
C 47  
DLF Phase 1  
Gurgaon 122002  
India

04 Sep 2017

SUBJECT: Installment for Apartment No. GHGR-T1-48-NS

Dear Sir/Madam,

This is with reference to your unit in the Grand Hyatt Gurgaon Residences.

We would like to bring to your attention that your next installment payable on "Casting of 10th Floor Slab" is now due.

As the scheduled milestone has been reached, we request you to remit the amounts as mentioned below via a DD/Banker's cheque/ordinary cheque in favour of "Inno Residences Company Pvt. Ltd." or by an inter-bank electronic transfer in favour of "Inno Residences Company Pvt. Ltd."

ACCOUNT A/C NO. 0110100300987994 at  
Axis Bank, 148, Barakhamba Road, New Delhi.  
The IFSC code in case of wire transfer is "AXIS0000007".

STATEMENT OF CHARGES

PARTICULARS	AMOUNT PAID AS ON DATE (RS.)	ARREARS EXCESS, IF ANY* (RS.)	UNSATISFACTORY AMOUNT DUE (RS.)	NET PAYABLE 26-Sep-17 (RS.)
Basic-PP34	31200638.75	0.00	9085173.79	10175200.99
TAX (CGST/SGST)			1090126.31	

We would appreciate that the aforesaid payment reaches us on or before 26-Sep-17.

Kindly note that delayed payments are subject to charge of interest @ 70% per annum (with applicable GST) for the period of delay.

Our Customer Service team will be happy to resolve your queries regarding the same. You may call us at 0124-4254288. Alternatively, you may email us at [innoresidences@innoco.in](mailto:innoresidences@innoco.in).

Assuring you our best attention always.

For INNO RESIDENCES COMPANY PRIVATE LIMITED

ANSHU KATARIA

1,00,84,200/-  
90,85,173.79  
@ 10%

Selva Kumar Arindam

NOTE:

- 1. In case of any discrepancy in the signed documents, you are requested to contact our respective sales agent.
- 2. If you have already received the payments and if the floor of your flat is under construction, you may ignore this demand letter.
- 3. In case of any arrears please provide VTR No. - Anjoo Kataria, Project Officer in order to mark the dues and appropriate records are maintained.
- 4. Amount payable from the letter shall be adjusted for interest and any arrears outstanding.
- 5. Confirmation to be issued after 15 days of the date of this letter. The Axis Corporation has completed application of TDS (withholding tax) on the bill. Bill shall be issued by the Axis Bank ALLUQUID. GSTIN: 07AAG0001P22 of INNO RESIDENCES COMPANY PRIVATE LIMITED for every relevant bill.
- 6. In case of any previous outstanding installment, the interest due for extending delayed payment shall be as mentioned in the respective demand note.

AXIS  
2020-09-27 15:30  
THIS DEMAND COPY OF  
09801001  
ANSHU KATARIA

GRAND HYATT GURGAON RESIDENCES, INNO CITY,  
New Campus, Main Project Office Sector-28,  
Near Bahadurgate, Gurgaon 122002 Haryana India

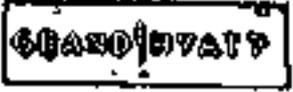
0124 425 4288 TEL  
innoresidences@innoco.in  
customercare@innoco.in  
www.innoresidences.com

INNO RESIDENCES COMPANY PRIVATE LIMITED  
B22 OF, 4th Flr, Meeli Bldg,  
New DLF, Gurgaon,  
CIN No. U72000DL2004PTC 048660

259

VCW  
15th Dec 2012

WIP 3



RESIDENCES

PAYMENT REQUEST  
IREO/GGN/CRM/GHG

Dr. Anjan Kumar  
C 43  
DLF Phase 1  
Gurgaon 122002  
India

01 Dec 2012

Subject: Installment for Apartment No. GHGR-TL-06-NS

Dear Sir/Madam,

This is with reference to your unit in the Grand Hyatt Gurgaon Residences.

We would like to bring to your attention that your next installment payable on 'Closing of 15th Floor Unit' is now due.

As the above-mentioned unit has been received, we request you to remit the amount as mentioned below vide a DD/Banker's cheque/ordinary cheque in favour of 'Ireo Residences Company Pvt. Ltd.' or by an inter-bank electronic transfer in favour of 'Ireo Residences Company Pvt. Ltd.

CURRENT A/C NO: 912000030698714 IN  
Axis Bank, 19B, Barakhamba Road, New Delhi.  
The IFSC code in case of wire transfer is "AXIS0000007".

STATEMENT OF CHARGES:

PARTICULARS	AMOUNT PAID AS ON DATE (RS.)	INTEREST EXCESS, IF ANY (RS.)	INSTALLMENT AMOUNT DUE (RS.)	NET PAYABLE 15-Dec-12 (RS.)
Basic + GST			9085174.00	
Tax (GST/20%)	1817034.81	0.00	1090216.00	10195400.00

We would appreciate that the above-mentioned payment reaches us on or before 15-Dec-12.

Kindly note that delayed payments are subject to charge of interest @ 21% per annum for the period of delay.

Our Customer Service team will be happy to resolve your queries regarding the same. You may call us at 0124-4754183. Alternatively, you may email us at [ghg@ireo.com](mailto:ghg@ireo.com).

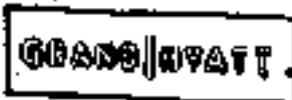
Assuring you our best attention always.

FOR IREO RESIDENCES COMPANY PRIVATE LIMITED

NOTE:

1. In case of any discrepancy in the figures mentioned above, you are requested to contact our customer care team.  
2. If you have already received the payments and if the date of any installment has expired, we do not give any special discount.  
3. In case of any transfer please provide IFTN No., Branch Name, Date of Transaction as proof to reach the bank and transaction should be successful.  
4. Amount received from the account shall be adjusted first towards basic price and pending interest.  
5. We request you to send the 15th floor keys to the site. The site Government has reserved application of VMS (vertical lift) and lift in the 15th floor. Please contact the site ANCHOR/IO of IREO RESIDENCES COMPANY PRIVATE LIMITED for more details.  
6. In case of any payment made by you, please send the relevant receipt/proof to the site on or before 15th Dec 2012.

ADITY  
JUR2012/12/08  
TRUE SCANNED COPY OF  
ORIGINAL  
PHOTOCOPY



LAFFA

RESIDENCES

PAYMENT REQUEST  
REQD/CGN/CE/CHGT

Dr. Anjan Kumar  
C-43  
DLF Phase I  
Gurgaon 122002  
India  
GSTIN: UNREGSTATED (STATECODE: 06)

07 May 2018

SUBJECT: Installment for Apartment No. CHGR-T2-08-NS  
Near SIMMADA.

This is with reference to your unit in the Grand Heat Gurgaon Residences.

We would like to bring to your attention that your next installment payable on "Closing of 20th Floor Roof Slab" is now due.

As the aforesaid milestone has been reached, we request you to remit the amounts as mentioned below vide a DB/Banker's cheque/ordinary cheque in favour of "New Residences Company Pvt. Ltd." or by an inter-bank electronic transfer in favour of "New Residences Company Pvt. Ltd."

CURRENT A/C NO: 91200000000000000000  
Axis Bank, 148, Bandra/Worli Road, New Delhi  
The IFSC code in case of wire transfer is "AXIS0000000".

STATEMENT OF DUE DUES

DETAILS	AMOUNT PAID AS ON DATE (RS.)	AMOUNT DUE AS ON DATE (RS.)	INSTALLMENT AMOUNT DUE (RS.)	NET PAYABLE (RS.)
10/10/2015	7700000.00	0.00	10000000.00	10000000.00
10/10/2015			10000000.00	10000000.00
			10000000.00	10000000.00

We would appreciate that the aforesaid payments reaches us as on before 10-May-18.

Kindly note that delayed payments are subject to charge of interest @ 20% per annum for the period of delay.

Our Customer Service team will be happy to resolve your queries regarding the same. You may call us at 0124-9754288. Alternatively, you may email us at [info@newresidences.com](mailto:info@newresidences.com).

Assuring you our best attention always.

For New Residences Company Private Limited

ANIL KUMAR

NOTE:  
In case of any delay in the above mentioned amount, you are requested to contact our customer care team.  
If you have already received the possession of the flat, you are requested to contact your banker to the bank for the purpose of the above mentioned amount.  
If you are not able to pay the amount, you are requested to contact our customer care team for the purpose of the above mentioned amount.  
If you are not able to pay the amount, you are requested to contact our customer care team for the purpose of the above mentioned amount.  
If you are not able to pay the amount, you are requested to contact our customer care team for the purpose of the above mentioned amount.  
If you are not able to pay the amount, you are requested to contact our customer care team for the purpose of the above mentioned amount.

2018 05 07 10:00  
THIS IS A SCANNED COPY OF ORIGINAL  
PINC 0000000000

GRAND HEAT GURGAON RESIDENCES, 1100 DLF,  
New Campus, Phase Project Office Sector-9  
Near Ballarpur, Gurgaon 122002, Haryana, India

10114 015 4088 161  
g.residences@newresidences.com  
residences@newresidences.com  
www.newresidences.com

NEW RESIDENCES COMPANY PRIVATE LIMITED  
Reg. Of: 20th Floor, New Delhi  
New Delhi, 110002  
CIN: No. U1990DL2000PTC000160

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RESIDENCES

April 09, 2019

Dr. Anjoo Kumar  
C 4/3  
DLF Phase I  
Gurgaon 122002 India  
# 8800936677  
Customer GSTIN # N/A

Ref: GHGR-T1-08-NS

Sub: Grant of Credit on account of GST Rebate in compliance of Section 171 of the Central Goods and Services Tax Act, 2017 (GSTIN - 06AACC13321F124)

Dear Sir / Madam,

With reference to the above, we would like to inform you that w.r.t implementation of GST from July 1, 2017 onwards, in terms of Section 171 of CGST Act, any reduction in rate of tax or the benefit of input tax credit shall be passed on the customers by way of commensurate reduction in prices.

Being GST a new regime, various changes have been made by the government in policy and procedures from time to time, leading the companies to understand and implement them and subsequent quantification of the benefits which have been reaped out on account of GST implementation.

We are glad to inform you that the company have accrued additional benefit of input tax credit for the project namely "Grand Hyatt Gurgaon Residences" and on the methodology suggested by Directorate General of Anti-Profitteering, we have computed that a benefit of 0.98% has been accrued to the company and the same shall be passed on to all customers billed after July 1, 2017.

Accordingly, we have granted the Rebate on account of GST Invoices, as raised on you from time to time for the period July 1, 2017 to March 31, 2019 and the same has been credited to your property account. Details are tabulated as below:-

Credit Memo No.	Credit Memo Date	Basic Amount	CGST Amount	SGST Amount	Total Amount
1972310003	31-Mar-19	267105	16026	16026	299157

In case of any query, please feel free to discuss.

Thanking you,  
Yours truly,

For Ireo Residences Co. Pvt. Ltd.

Authorized Signatory

ALL  
2019.04.27 11:50  
THIS IS A HARD COPY OF  
THE ORIGINAL  
RECEIVED

GRAND HYATT GURGAON RESIDENCES, INDO CITY,  
Neo Campus, Main Project Office, Sector-30  
Near Bellary Park, Gurgaon, 122001, Haryana, India

+91 124 476 4769 FAX  
ghresidences@ireo.co  
1240-1240@ireo.co  
www.ghresidences.com

IREO RESIDENCES COMPANY PRIVATE LIMITED

Registered Office: 1st Floor, Malviya Nagar, New Delhi-110017





True Copy

Vandana  
(Vaneet Soni)  
Advocate

Annexure P-30  
264

To,  
Commissioner of Police,  
Civil Lines,  
Gurugram, Haryana

Dated 3<sup>rd</sup> October 2020

**Subject: Complaint against Ireo Residences Company Pvt. Ltd., Commander Realtors Pvt. Ltd., Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Adson Pvt. Ltd., Fiveriver Township Pvt. Ltd., Hard Core Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd., Ornamental Realtors Pvt. Ltd., Ireo Management Pvt. Ltd., Mr. Lalit Goyal, Ms. Sapna Goyal, Mr. Subhasis Lahiri, Mr. Varun Khanna, Mr. Pankaj Dagar, Mr. Jai Bharat Aggarwal, Mr. S.K. Aggarwal, Ms. Sangeetha Aggarwal, Mr. Anupam Nagalia, New Era Buildwell Pvt. Ltd., Surao Realtors LLP and Devdhar Realtors Pvt. Ltd. under Sections 405, 406, 415, 417, 418, 421, 422, 423, 424 and 120B of the Indian Penal Code and other relevant provisions of law.**

Sir,

1. I, Sarabjeet Singh Chairath, Advocate on behalf of Ghar Samadhan LLP, duly authorised by Mr. Sanjay Wadhwa aged 58 years S/O of Mr. Tilak Raj Wadhwa residing at A-80, Sushant Lok-I, Gurgaon-122001. That Mr. Sanjay Wadhwa has booked an apartment no T2-11-NS in Ireo Grand Hyatt Residences, Gurgaon. That Mr. Sanjay Wadhwa has paid Rs 11,63,70,806.53 in total (details enclosed). That Mr. Sanjay Wadhwa has authorised Ghar Samadhan LLP, a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008 to file this complaint & also follow up on this complaint and to take all necessary legal actions on his behalf. Ghar Samadhan LLP is incorporated with the aim to provide services to homebuyers facing difficulties in obtaining possession of flats or obtaining refunds and assisting in initiating legal proceedings and obtaining remedies under applicable laws.
2. The accused persons in conspiracy with each other have committed fraud, cheating, criminal conspiracy and criminal breach of trust and other illegal acts upon the innocent apartment buyers including Mr. Sanjay Wadhwa. The accused persons have dishonestly and fraudulently, on the strength of false representations, in pursuance of a criminal conspiracy amongst one another, induced the innocent apartment buyers including Mr.

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Sanjay Wadhwa to invest their lifelong savings in the project "Grand Hyatt Gurgaon Residencies" developed by the accused Ireo Residencies Company Pvt. Ltd.

That the sequence of events are as follows:

3. The accused Ireo Residencies Company Pvt. Ltd. is a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013. Presently the accused Ireo Residencies Company Pvt. Ltd., Commander Realtors Pvt. Ltd., Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Adson Pvt. Ltd., Fiveriver Township Pvt. Ltd., Hard Core Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd. are developing a residential Group Housing project under the brand name of "Grand Hyatt Gurgaon Residencies" in revenue estate of village Ghata, Tehsil Sohna, Sector-58, District: Gurgaon, Haryana. The registered office of the accused Ireo Residencies Company Pvt. Ltd., Commander Realtors Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Adson Pvt. Ltd., Hard Core Realtors Pvt. Ltd. and Ornamental Realtors Pvt. Ltd. is situated at C-4, 1<sup>st</sup> Floor, Malviya Nagar, New Delhi-110017. The registered office of the accused Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd. and Fiveriver Township Pvt. Ltd., is situated at 305, 3<sup>rd</sup> Floor, Kanchan House, Karampura Commercial Complex, New Delhi-110015. The registered office of the accused person Regal Green Land Pvt. Ltd. is situated at 304, Kanchan House, Karampura Commercial Complex, New Delhi-110015.
4. The accused persons Mr. Lalit Goyal is the Vice Chairman and Managing Director of and Ireo Group. Mr. Lalit Goyal is a resident of Singapore. The accused person Mrs. Sapna Goyal is the former Director of Ireo Management Pvt. Ltd. She is the wife of Mr. Lalit Goyal and is also a resident of Singapore. Mr. Lalit Goyal is the kingpin and mastermind behind all the fraud, cheating, criminal conspiracy and criminal breach of trust against and other illegal committed by the accused persons. From the very beginning the accused persons hatched a conspiracy to illegally enrich themselves by luring innocent Apartment Buyers including Mr Sanjay Wadhwa. The accused person Mr. Lalit Goyal holds 81.19% equity shares of the accused persons New Era Buildwell Pvt. Ltd., a company having its registered office at G-23, Ashok Vihar, Phase-I, Delhi-110052.

5. The accused persons Mr. Subhasis Lahiri is the Legal Head and Mr. Varun Khanna is the Head of Sales of Ireo Group. The accused person Mr. Pankaj Dagar is the Chief Executive Officer and also the former Director of the accused person Ireo Residencies Company Pvt. Ltd. The accused person Mr. Jai Bharat Aggarwal is the Chief Financial Officer of Ireo group and also a former Director of Ireo Residencies Company Pvt. Ltd. The accused person Mr. S. K. Aggarwal is the Legal Advisor of Ireo Group and also a former Director of the accused person Ireo Residencies Company Pvt. Ltd. The accused person Ms. Sangeeta Aggarwal is the former Director of the accused Ireo Residencies Company Pvt. Ltd. The accused person Mr. Anupam Nagalia is the Chief Operating Officer of the entire Ireo Group and former Director of the accused Ireo Residencies Company Pvt. Ltd.
  
6. The aforementioned accused persons i.e. Mr. Lalit Goyal, Ms. Sapna Goyal, Mr. Subhasis Lahiri, Mr. Varun Khanna, Mr. Pankaj Dagar, Mr. Jai Bharat Aggarwal, Mr. S.K. Aggarwal, Ms. Sangeetha Aggarwal and Mr. Anupam Nagalia in connivance with each other hatched well thought illegal plan to commit fraud, cheating, criminal breach of trust and other illegal acts. In furtherance of the said illegal plan, Ireo Residencies Company Pvt. Ltd., Commander Realtors Pvt. Ltd., Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Adson Pvt. Ltd., Fiveriver Township Pvt. Ltd., Hard Core Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd. are collecting construction linked consideration amounts from the innocent apartment buyers including Mr. Sanjay Wadhwa to illegally enrich themselves and hence were doing construction without obtaining approvals/sanction/consent and even after cancellation of the approvals on 09.12.2015. As on date the aforementioned persons have already realised about Rs.400,00,00,000.00 (Rupees Four Hundred Crores only) from the Innocent apartment buyers including Mr. Sanjay Wadhwa.
  
7. Two companies Ireo Fund-I and Ireo Fund-II incorporated at Mauritius appointed the accused person Mr. Lalit Goyal as a Fund Manager at a yearly salary of about Rs.150,00,00,000.00 (Rupees One Hundred and Fifty Crores only). The accused person Mr. Lalit Goyal is practically at the helm of affairs and overseeing every aspect of the entire Ireo Group of companies and projects run by the whole Ireo group and other 180 sister concern Companies. Mr. Lalit Goyal is the master mind behind all the fraud.

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cheating, criminal conspiracy and criminal breach of trust and other illegal acts. All the accused persons in conspiracy with each other hatched a plot to lure the innocent Apartment Buyers including Mr. Sanjay Wadhwa to invest their hard-earned life savings in their real estate projects and siphoned of the money for their personal benefit.

8. The accused person Ireo Management Pvt. Ltd. a company registered under the Companies Act, 1956 and existing under the Companies Act, 2013 having its registered office at Ireo Campus, Grand Arch Street, Sector 59, Near Behrampur, Gurgaon, Haryana-122101 provides Consultancy & management services to the entire Ireo Group of companies and all Ireo group of companies (approx. 200 companies) were paying Consultancy & Management charges running into several crores every year.
9. Department of Town & Country Planning (DTCP) issued License No.63 of 2009 dated 03.11.2009 to Commander Realtors Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., Adson Pvt. Ltd., Fiveriver Township Pvt. Ltd., Hard Core Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd., Ornamental Realtors Pvt. Ltd. and others including SU Estates Pvt. Ltd. (by virtue of order dated 26.04.2017 passed by the Hon'ble National Company Law Tribunal, Delhi SU Estates Pvt. Ltd. was merged with Ireo Pvt. Ltd.) for setting up a residential colony on an area admeasuring 110.84 acres situated at village Ullawas, Behrampur and Ghata in Sector 58, 59 and 61, Dist: Gurugra, Haryana. Copy of the License No. 63 of 2009 dated 03.11.2009 is attached.
10. DTCP issued a public notice dated 30.12.2010 to the effect that no person shall without obtaining a license under Section 3 of the Haryana Development and Regulations of Urban Areas Act, 1975 transfer or agree to transfer in any manner plots in a colony or make an advertisement or receive any amount in respect thereof. Copy of the Public Notice dated 30.12.2010 issued by DTCP is attached.
11. DTCP issued License No.107 of 2010 dated 20.12.2010 to Commander Realtors Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., Adson Pvt. Ltd., Fiveriver Township Pvt. Ltd., Hard Core Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd., Ireo Pvt. Ltd. and others including SU Estates Pvt. Ltd. Copy of the License No. 107 of 2010 dated 20.12.2010 is attached.



12. In order to commit fraud and sell the proposed apartment at premium price, Ireo Residencies Company Pvt. Ltd. entered into certain agreements each dated 28.09.2011 with Hyatt International Corporation to use the brand name "Grand Hyatt", avail technical services in connection with planning, building, furnishing, equipping and decorating the residential complex and to manage, maintain and to provide hospitality services to the project.
13. The accused persons launched the project named as "Grand Hyatt Gurgaon Residences" on 14.816 Acres of land in revenue estate of village Ghata, Tehsil Sohna, Sector-58, District: Gurgaon, Haryana (hereinafter referred to as "the said project") and approached the public at large to sell Apartments in the project. Ireo Residencies Company Pvt. Ltd. started booking of Apartments and receiving payments towards the same prior to 13.04.2012. Ireo Residencies Company Pvt. Ltd. in its brochure specifically stated that every residence overlooks approximately 50 acres of landscape greens. Without suspecting any foul play, approximately 25 people including Mr. Sanjay Wadhwa booked apartments in the said project of Ireo Residencies Company Pvt. Ltd. and Ireo Residencies Company Pvt. Ltd. collected approximately a sum of Rs.60,00,00,000.00 (Rupees Sixty Crore only) from the Innocent apartment buyers including Mr. Sanjay Wadhwa even before approvals for the project were received. Mr. Sanjay Wadhwa has till date paid a total sum of Rs. 11,63,70,806.53 to the Company. Copy of the Brochure of "Grand Hyatt Gurgaon Residences" project issued by Ireo Residencies Company Pvt. Ltd. is attached.
14. Thereafter DTCP issued License No.60 of 2012 dated 11.06.2012 to Commander Realtors Pvt. Ltd., Fiveriver Buldcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Fiveriver Township Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd. and others including SU Estates Pvt. Ltd. Copy of the License No. 60 of 2012 dated 11.06.2012 is attached.
15. DTCP approved the Zoning Plan on 04.12.2012. Copy of the Zoning Plan approval letter dated 04.12.2012 issued by DTCP is attached.
16. The accused Mr. Lalit Goyal with a malafide intention in furtherance to the illegal plan personally sent invitation letter along application Form to the innocent apartment

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buyers including Mr Amit Idnani for their respective units at the said project. The accused persons Mr. Lalit Goyal and Ms. Sapna Goyal arranged lavish parties to trap prospective buyers. Copies of the letter sent by Mr. Lalit Goyal to the one of the innocent apartment buyers are attached.

17. In continuance with their illegal acts, on 23.02.2013, Ireo Residencies Company Pvt. Ltd. in connivance with Hyatt International Technical Services, INC, with a malafide intention announced that it had entered into management agreement with the internationally acclaimed hospitality chain, Hyatt Hotels Corporation for the said project "Grand Hyatt Gurgaon Residencies" branded luxury Residencies and a Grand Hyatt Hospitality Complex at its Ireo City Complex. Further in connivance with architectural firm Foster + Partners, led by Lord Norman Foster and celebrity interior designer Tony Chi of the New York based Tony Chi and Associates, Ireo Residencies Company Pvt. Ltd. also announced that the said project will be designed by renowned London based architectural firm Foster + Partners, led by Lord Norman Foster and celebrity interior designer Tony Chi of the New York based Tony Chi and Associates. It is pertinent to bring to your kind notice that the Grand Hyatt Hospitality Complex is not a project of Ireo Residencies Company Pvt. Ltd. but it is a project of Ireo Hospitality Company Pvt. Ltd. Copy of the announcement made by Ireo Residencies Company Pvt. Ltd. dated 23.02.2013 is attached.
18. DTCP approved the Building Plan on 03.07.2013. Copy of the approval of the issued by DTCP dated 03.07.2013 is attached.
19. Thereafter in furtherance with their illegal acts, under the guidance and direction of Mr. Lalit Goyal, Ms. Sapna Goyal, Mr. Subhasis Lahiri, Mr. Varun Khanna, Mr. Pankaj Dagar, Mr. Jai Bharat Aggarwal, Mr. S. K. Aggarwal, Ms. Sangeeta Aggarwal, Mr. Anupam Nagalia and other key managerial persons, without obtaining any (i) approved Environment Clearance Certificate, (ii) No Objection Certificate from the Haryana State Pollution Control Board, and (iii) approved Fire Fighting Scheme, the accused persons started excavation at the said project and demanded excavation instalments from the innocent apartment buyers from 22.11.2013 onwards. From the demand raised by Ireo Residencies Company Pvt. Ltd., it is evident that these companies started the



excavation prior to 22.11.2013. Copy of the demand letter dated 22.11.2013 issued by Ireo Residencies Company Pvt. Ltd. is attached.

20. State Environment Impact Assessment Authority granted Environment Clearance Certificate to Commander Realtors Pvt. Ltd. only on 25.11.2013. Copy of the Environment Clearance Certificate issued by State Environment Impact Assessment Authority dated 25.11.2013 is attached.
21. The Haryana State Pollution Control Board gave its no objection certificate to establish on 03.02.2014. Copy of the no objection certificate to establish issued by the Haryana State Pollution Control Board dated 03.02.2014 is attached.
22. A Residence Purchase Agreement was executed between Mr. Sanjay Wadhwa on behalf of Eight North Ventures Pvt Limited and Ireo Residencies Company Pvt. Ltd., Commander Realtors Pvt. Ltd., Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd. Fiveriver Township Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd. on 30<sup>th</sup> April 2014 Copy of a Residence Purchase Agreement is attached.
23. That the salient features of the Residence Purchase Agreement are as under:

*"Please read the following condition carefully:*

*It is specifically clarified to the Allottee(s) that the proposal for sale of the residence-unit in the "GRAND HYATT GURGAON RESIDENCES" is subject to the unique set of conditions set out in this Agreement. By signing this Agreement, the Allottee(s) would be deemed to have read over, understood and accepted this Agreement in its entirety.*

*The Company shall be entitled to reject and refuse to execute any Agreement wherein the Allottee(s) has made any corrections/cancellations/alterations/modifications etc. to this Agreement.*

*(A) The Confirming Parties along with their associate companies ("Associate Companies") are amongst themselves the owners in possession of certain freehold land located in Sector-58, 59, 60, 61 and 62 in the revenue estate of*

Village Ghata, Ullawas and Behrampur, Tehsil Sohna, District Gurgaon, Haryana (hereinafter referred to as the said "Land"). Out of the said Land, the Confirming Parties along with the Associate Companies are amongst themselves the absolute owners of a substantial part thereof, whereas certain portions are owned by individual land owners ("Land Owners") who have entered into collaboration with them and also vested the Confirming Parties and Associate Companies with the rights to develop and sell the said Land.

- {B} The Confirming Parties along with the Associate Companies amongst themselves and on behalf of the Land Owners have obtained various consents and assurances from the Director General Town and Country Planning, Haryana, Chandigarh ("DTCP") with regard to the development of the said Land as a plotted colony under Haryana Development and Regulations of Urban Areas Act, 1975 ("Act"). The Confirming Parties along with the Associate Companies are continuing to acquire further lands so as to augment the aforesaid plotted colony into a modern residential township (hereinafter referred to as the "IREO City").
- {C} Out of the area comprising the said plotted colony the Confirming Parties along with the Associate Companies are entitled to develop certain areas as group housing colonies. Pursuant thereto the zoning for an area of approximately 17.224 ACRES has been approved and out of this an area approximately 14.816 ACRES located near Southern Peripheral Road, Sector-58, Gurgaon, Haryana (exclusively owned by the Confirming Parties along with certain Land Owners" has been earmarked for development in a condominium setting as described hereinafter ("License"). Out of the said License an area of 5 ACRES ("Reserved Land") as marked out in the Layout Plan, -ANNEXURE-II shall not form part of this Agreement and the same shall continue to remain in the ownership and control of the Company/Confirming Parties. The said Reserved Land is owned, funded and developed by the Company at its own cost and the Allottee shall not have any right, title or interest therein, whether the ownership, usage or otherwise whatsoever. The remaining area of 9.816 ACRES has been earmarked for the development of approximately 280 branded residential units. In a condominium/ apartment setting, spread across multiple towers consisting of



multiple levels/floors, along with other developed sites/units, complete in all respects in accordance with the specifications set out therein (hereinafter referred to as the said "Project").

- (D) The Company has entered into certain agreements each dated 28<sup>th</sup> September, 2011 with Hyatt International Corporation, a company organized under the laws of Delaware, with its principal place of business located at 71, South Wacker Drive, Chicago, Illinois 60606, U.S.A. ("Hyatt") / its affiliates, as follows:
- (1) License Agreement - pursuant to which the Company is permitted to use, subject to certain conditions, the brand name "Grand Hyatt" for the Residence-Complex;
- (L) The Allottee has been made aware that the Company is still in the process of developing the said Project, and in pursuance thereof it is understood and agreed by the Allottee that the location, layout, size or dimension of said Residence-Unit including its Specific Area are tentative and subject to change and may, at sole discretion of the Company, be modified or revised or changed from time to time during the course of its completion and till grant of the Occupation Certificate.
- (2) In order to continue to retain the limited rights to the "Grand Hyatt" brand name and trademarks, the Residence-Complex must be operated and maintained and the residence-units must be marketed and sold in accordance with the Brand Standards. An affiliate of Hyatt will, as an agent of the Company/MSA, manage the Residences-Complex pursuant to one or more supervisory or management agreements executed between the MSA and/or the RWA, and the "Grand Hyatt" brand name and trademarks will not continue to be associated with the Residences-Complex upon termination of those agreements, or the termination of the Residences Management Agreement or the Hotel Agreements for any reason whatsoever.

(4) *If the Hotel Agreements are terminated, the Hotel, the Residences-Complex and each of the residence-units cease using the "Grand Hyatt" brand name and trademarks.*

(4.10) *The Company proposes to separately develop a large "organized green" area comprising a composite block of approximately 50 ACRES in the surrounding projects being developed by it including the Reserved Land. Subject to the success of certain further efforts being made by the Company and necessary approvals from the Government, the said "organized green" shall be spread over several projects being developed by the Company, in the IREO City including the area excluded herein as the Reserved Land and marked out as such the Layout Plan, ANNEXURE-II. The said Reserved Land falls outside the ambit of this Agreement and it has not been included while calculating the Super Area for the said Residence-Unit and the Allottee hereby acknowledges and agrees that it shall not have any right, title or interest therein, whether of ownership, usage or otherwise whatsoever on the Reserved Land. Further, the Reserved Land shall not form part of Common Areas to be set out in the Declaration to be filed in due course for the License. The Company shall further endeavour, subject to obtaining requisite approvals to develop upon the said "organized green", including the Reserved Land, a golf park.*

24. That as per the Residence Purchase Agreement, the innocent apartment buyers including Mr Sanjay Wadhwa have to pay the consideration amount in instalments on stage wise completion of construction of building (Construction Linked Instalment Plan). As on date Mr. Sanjay Wadhwa has paid a total sum of Rs. 11,63,70,806.53 to the accused persons. Further as on date Ireo Residencies Company Pvt. Ltd., Commander Realtors Pvt. Ltd., Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd. Fiveriver Township Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd. have realised more than Rs.400,00,00,000.00 (Rupees Four Hundred Crores only) from the innocent apartment buyers including Mr. Sanjay Wadhwa.

25. Haryana Fire Service approved the Fire Fighting Scheme to Commander Realtors Pvt. Ltd. on 08.01.2015. Copy of the approval of Fire Fighting Scheme issued by the Haryana Fire Service dated 08.01.2015 is attached.
26. In furtherance of the well thought illegal plan to lure the innocent apartment buyers including Mr. Sanjay Wadhwa and convince them to invest their hard-earned life savings in the aforesaid project, the accused persons committed fraud, cheating, criminal conspiracy and criminal breach of trust and other illegal acts in the following manner:

**IREO RESIDENCIES COMPANY PVT. LTD. LAUNCHED THE PROJECT "GRAND HYATT GURGAON RESIDENCES" WITHOUT (I) ENVIRONMENT CLEARANCE CERTIFICATE, (II) NO OBJECTION CERTIFICATE FROM THE HARYANA STATE POLLUTION CONTROL BOARD, (III) APPROVED FIRE FIGHTING SCHEME, (IV) APPROVED ZONING AND BUILDING PLAN FROM THE CONCERNED GOVERNMENT AUTHORITIES/ DEPARTMENTS**

27. Under the guidance and direction of Mr. Lalit Goyal, Ms. Sapna Goyal, Mr. Subhasis Labiri, Mr. Varun Khanna, Mr. Pankaj Dagar, Mr. Jai Bharat Aggarwal, Mr. S. K. Aggarwal, Ms. Sangeeta Aggarwal, Mr. Anupam Nagalia and other key managerial persons, Ireo Residencies Company Pvt. Ltd., Commander Realtors Pvt. Ltd., Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Adson Pvt. Ltd., Fiveriver Township Pvt. Ltd., Hard Core Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd. in connivance of the public officials launched the said project and lured the innocent apartment buyers including Mr. Sanjay Wadhwa to invest their hard earned life savings in the project without the requisite approval, sanction, consent, no objection etc. from the concerned govt. authorities. The details of the approvals and execution of work and booking apartments are as under:

Sl. No.	Particulars	Date issuance
1.	License No.63 of 2009 issued by DTCP	03.11.2009

2.	License No.107 of 2010 issued by DTCP	20.12.2010
3.	Booking of Apartment in the project started by Commander Realtors Pvt. Ltd., Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Adson Pvt. Ltd., Fiveriver Township Pvt. Ltd., Hard Core Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd.	Prior to 13.04.2012
4.	License No.60 of 2012 issued by DTCP	14.06.2012
5.	Approval by Divisional Forest Officer	07.08.2012
6.	Zoning Plan approved by DTCP	04.12.2012
7.	Building Plan approved by DTCP	03.07.2013
8.	Ireo Residencies Company Pvt. Ltd., Commander Realtors Pvt. Ltd., Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Adson Pvt. Ltd., Fiveriver Township Pvt. Ltd., Hard Core Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd. started construction and development at the said project	Prior to 22.11.2013
9.	Environment Clearance Certificate issued by State Environment Impact Assessment Authority	25.11.2013
10.	No objection certificate to establish issued by Haryana State Pollution Control Board	03.02.2014
11.	Fire Fighting Scheme approved by Haryana Fire Service	08.01.2015

12.	DTCP in view of revised the schedule of lands all the sanctions/ approvals pertaining to the License No. 63 of 2009, 107 of 2010 and 60 of 2012 stand cancelled.	09.12.2015
13.	DTCP revised the schedule of lands and pertaining to the License No. 60 of 2012 and all the sanctions/ approvals stand cancelled	10.05.2016
14.	DTCP revised the schedule of lands and pertaining to the License No. 107 of 2010 and all the sanctions/ approvals stand cancelled.	10.05.2016 16.06.2017

28. Haryana State Pollution Control Board issued the no objection Consent to Establish only on 03.02.2014, whereas the aforementioned companies started the excavation and development at the project site before 22.11.2013, prior to the issuance of the no objection certificate.
29. Haryana Fire Service Department approved the Fire Fighting Scheme only on 08.01.2015, whereas the aforementioned companies started the construction and development work at the said project prior to 22.11.2013, much prior to the issuance of the Fire Fighting Scheme and several floors were constructed by the time this approval was received.
30. State Environment Impact Assessment Authority granted Environment Clearance Certificate to Commander Realtors Pvt. Ltd. only on 25.11.2013, whereas the Companies started booking of Apartment in the project prior to 13.04.2012 and also started the excavation and development at the project before 22.11.2013.

**VIOLATION OF THE TERMS AND CONDITIONS OF THE LICENSE NO. 63 OF 2009, LICENSE NO. 107 OF 2010 AND LICENSE NO. 60 OF 2012**

31. That in terms of the License No.63 of 2009 dated 03.11.2009, License No.107 of 2010 dated 20.12.2010 and License No.60 of 2012 dated 11.06.2012, Commander Realtors Pvt. Ltd., Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt.

Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Adson Pvt. Ltd., Fiveriver Township Pvt. Ltd., Hard Core Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd. have to file details of sales booking and collection from the innocent apartment buyers with DTCP every year within 60 days of financial year closing. However, the said license holding companies with a malafide intention never filed the details with DTCP.

32. In terms of Clause 6 of the License No. 63 of 2009 dated 03.11.2009 and Clause 3(g) of the License No. 107 of 2010 dated 20.12.2010, Commander Realtors Pvt. Ltd., Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Adson Pvt. Ltd., Fiveriver Township Pvt. Ltd., Hard Core Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd. and others were restrained from giving any advertisement for sale of floor area in Commercial Area and Flat in the group housing area before approval of layout plan /building plans of the same. DTCP approved the Building Plan on 17.11.2012, whereas, in contravention of the Clause 6 of the License No. 63 of 2009 dated 03.11.2009 and Clause 3(g) of the License No. 107 of 2010 dated 20.12.2010 and Public Notice dated 30.12.2010 and even before the issuance of the License No. 60 of 2012 dated 11.06.2012, the aforementioned companies launched the said project and approached the public at large to sell Apartments in the project. Ireo Residencies Company Pvt. Ltd. started booking of Apartments and receiving payments towards the same prior to 13.04.2012 without any approved layout and building plan.

**VIOLATION OF THE PROVISIONS UNDER THE BENEFICIAL INTEREST POLICY OF THE STATE OF HARYANA**

33. State of Haryana on 18.02.2015 under Section 9A of the Haryana Development and Regulation of Urban Areas Act, 1975 announced Beneficial Interest policy. Under the said policy, the existing developer shall file application with DTCP for approval in any case if the Developer is not the owner of land and / or License and thus involving change in the beneficial interest of the existing developer, designated at the time of grant of license. It is stated that Ireo Residencies Company Pvt. Ltd., Commander Realtors Pvt. Ltd., Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Adson Pvt. Ltd., Fiveriver Township Pvt.



Ltd., Hard Core Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd. have not filed any application with DTCP seeking approval under the said policy. For obtaining Beneficial Interest policy approval, Developer needs to pay certain fees, Govt duties and just to evade the same, the aforesaid companies have not filed application. The aforesaid companies are aware of this Beneficial Interest policy and has filed several applications under the Beneficial Interest policy in 2015 itself for other projects of Ireo. Copy of the Memo No. PF-51A/2015/2707 dated 18.02.2015 issued by State of Haryana is attached.

34. Under the aforementioned Beneficial Interest policy announced by the State on 18.02.2015, the existing developer shall file application with DTCP for approval in any case involving change in the beneficial interest of the existing developer, designated at the time of grant of license. It is stated that without the approval from DTCP under the said policy, Ireo Residencies Company Pvt. Ltd., Commander Realtors Pvt. Ltd., Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Adson Pvt. Ltd., Fiveriver Township Pvt. Ltd., Hard Core Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd. cannot collect money from the innocent apartment buyers including Mr Sanjay Wadhwa. However, in violation of the aforesaid policy of the Government, the accused persons are collecting money from the innocent buyers.

**CANCELLATION OF ALL THE APPROVALS/ SANCTIONS/ PERMISSION I.E. (I) ENVIRONMENT CLEARANCE CERTIFICATE, (II) NO OBJECTION CERTIFICATE FROM THE HARYANA STATE POLLUTION CONTROL BOARD, (III) APPROVED FIRE FIGHTING SCHEME, (IV) APPROVED ZONING AND BUILDING PLAN ISSUED BY THE CONCERNED GOVERNMENT AUTHORITIES/ DEPARTMENTS**

35. That as a consequence of a revised schedule of lands, all the sanctions/ approvals pertaining to the License No. 63 of 2009, License No. 107 of 2010 and License No. 60 of 2012 stand cancelled on 09.12.2015. Copy of the order of DTCP dated 09.12.2015 is attached.

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36. Further as a consequence of the revised schedule of lands issued by DTCP vide order dated 10.05.2016, again all the sanctions/ approvals pertaining to the License No. 60 of 2012 stand cancelled. Copy of the Order dated 10.05.2016 of DTCP is attached.
37. Again as a consequence of the revised schedule of lands issued by DTCP vide order dated 10.05.2016 and 16.06.2017, again all the sanctions/ approvals pertaining to the License No. 107 of 2010 stand annulled ab-initio. Copy of the Order dated 16.06.2017 of DTCP is attached.
38. As on date DTCP has not approved the revised Building Plan and Zoning Plan submitted by the accused persons.
39. As on date the accused persons does not have any approved (i) Zoning Plan, (ii) Building Plan, (iii) Fire Fighting Scheme, (iv) Consent to Establish and (v) Environment Clearance Certificate as well as registration under the Real Estate (Regulation and Development) Act, 2016 to do any construction and development work at the said project. These companies for the last two plus years have not taken any steps to get the requisite registration/ license/ approval/ sanction/ consent/ no objection certificate to continue the construction and development work at the said project.
40. As on date, after illegally enriching themselves with the hard-earned money of the Innocent apartment buyers including Mr. Sanjay Wadhwa, the accused persons have abandoned the said project.

**CONTINUING THE DEVELOPMENT AND CONSTRUCTION WORK AT THE PROJECT SITE WITHOUT ANY APPROVALS/ SANCTIONS/ PERMISSION I.E. (I) ENVIRONMENT CLEARANCE CERTIFICATE, (II) NO OBJECTION CERTIFICATE FROM THE HARYANA STATE POLLUTION CONTROL BOARD, (III) APPROVED FIRE FIGHTING SCHEME, (IV) APPROVED ZONING AND BUILDING PLAN ISSUED BY THE CONCERNED GOVERNMENT AUTHORITIES/ DEPARTMENTS AFTER 09.12.2015**

41. After, 09.12.2015 under the guidance and direction of Mr. Lalit Goyal, Ms. Sapna Goyal, Mr. Subhasis Lahiri, Mr. Varun Khanna, Mr. Pankaj Dagar, Mr. Jai Bharat



Aggarwal, Mr. S. K. Aggarwal, Ms. Sangeeta Aggarwal, Mr. Anupam Nagalia and other key managerial persons, the accused persons in connivance of the public officials continued the construction and development at the project "Grand Hyatt Gurgaon Residences" without any valid approvals, consent, permission and no objection certificates of the concerned Govt. Authorities i.e. (i) Zoning Plan, (ii) Building Plan, (iii) Fire Fighting Scheme, (iv) Consent to Establish and (v) Environment Clearance Certificate. Copy of the photographs as available through Satellite Google Earth Pro are attached.

**FRAUD, CHEATING, CRIMINAL CONSPIRACY AND CRIMINAL BREACH OF TRUST COMMITTED BY IREO RESIDENCIES COMPANY PVT. LTD., COMMANDER REALTORS PVT. LTD., FIVERIVER BUILDCON PVT. LTD., ASPIRANT BUILDERS PVT. LTD., BULLS REALTORS PVT. LTD., HIGH STAR BUILDERS PVT. LTD., IREO PVT. LTD., ADSON PVT. LTD., FIVERIVER TOWNSHIP PVT. LTD., HARD CORE REALTORS PVT. LTD., REGAL GREEN LAND PVT. LTD. AND ORNAMENTAL REALTORS PVT. LTD. AND THE KEY MANAGEMENT PERSONS OF THESE COMPANIES I.E. MR. LALIT GOYAL, MS. SAPNA GOYAL, MR. SUBHASIS LAHIRI, MR. VARUN KHANNA, MR. PANKAJ DAGAR, MR. JAI BHARAT AGGARWAL, MR. S. K. AGGARWAL, MS. SANGEETA AGGARWAL, MR. ANUPAM NAGALIA AND OTHERS**

42. Mr. Lalit Goyal, Ms. Sapna Goyal, Mr. Subhasis Lahiri, Mr. Varun Khanna, Mr. Pankaj Dagar, Mr. Jai Bharat Aggarwal, Mr. S.K. Aggarwal, Ms. Sangeetha Aggarwal and Mr. Anupam Nagalia have siphoned of huge amount of money from Ireo Residencies Company Pvt. Ltd. for their own benefit, which amounts wrongful gain to Mr. Lalit Goyal, Ms. Sapna Goyal, Mr. Subhasis Lahiri, Mr. Varun Khanna, Mr. Pankaj Dagar, Mr. Jai Bharat Aggarwal, Mr. S.K. Aggarwal, Ms. Sangeetha Aggarwal, Mr. Anupam Nagalia, Ireo Residencies Company Pvt. Ltd., Commander Realtors Pvt. Ltd., Fiveriver Buildcon Pvt. Ltd., Aspirant Builders Pvt. Ltd., Bulls Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Adson Pvt. Ltd., Fiveriver Township Pvt. Ltd., Hard Core Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd. and Ornamental Realtors Pvt. Ltd. and other unknown persons and wrongful loss to the innocent apartment buyers including Mr. Sanjay Wadhwa.

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43. The accused persons have enriched themselves by committing fraud, cheating, criminal conspiracy and criminal breach trust upon the innocent apartment buyers including Mr. Sanjay Wadhwa. The whole fraud, cheating, criminal conspiracy, and breach trust has been committed by the aforementioned accused companies under the direction and guidance of Mr. Lalit Goyal, Ms. Sapna Goyal, Mr. Subhasis Lahiri, Mr. Varun Khanna, Mr. Parkaj Dagar, Mr. Jai Bharat Aggarwal, Mr. S.K. Aggarwal, Ms. Sangeetha Aggarwal and Mr. Anupam Nagalia and they are the ultimate beneficiaries of all the illegal acts.
44. Ireo Residencies Company Pvt. Ltd. has issued demand / call notices demanding payments from innocent apartment buyers including Mr. Sanjay Wadhwa for Construction Linked Payments even after 09.12.2015. Copies of the demand / call notices issued by Ireo Residencies Company Pvt. Ltd. are attached.
45. The innocent apartment buyers including Mr. Sanjay Wadhwa have paid about Rs.400,00,00,000 (Rupees Four Hundred Crores only) to the accused persons, but they have been wronged and their money has been squandered and misappropriated.
46. The accused persons have realised around 80% of the consideration amount in respect to the said project from the innocent apartment buyers including Mr. Sanjay Wadhwa from time to time. However, the accused persons have spent less than 20% of the project cost in the construction and development of the said project.
47. Till the end of 31.03.2019, no / nil revenue is recognised in the books of Ireo Residencies Company Pvt. Ltd. in relation to the project.
48. As on date, the accused persons have only constructed the basic shell structure of the buildings i.e. columns & slabs only. No façade glass walls are erected. Whereas, till date these companies have not done any internal finishing work in the buildings. Copies of photographs of the buildings are attached.
49. It is further pertinent to bring to you notice that when the Transit Oriented Development (TOD) policy was notified, the aforementioned companies dropped the 50 acres of green landscape plan from the project. The aforementioned companies dropped the 50 acres of green landscape plan from the project without informing and taking consent of the innocent apartment buyers including Mr. Sanjay Wadhwa. It is further pertinent to

bring to your notice that the 50 acres land includes Govt. lands in respect the National Conservation Zone (NCZ). NCZ land belongs to Government and has to be preserved as it is. It is absolutely illegal to make this NCZ as a part of project.

50. That as on date the agreements between Ireo Residencies Company Pvt. Ltd. and Hyatt Hotels Corporation expired and the accused persons cannot use the brand name "Grand Hyatt" anymore. Further the Agreements with the interior designer Tony Chi of the New York based Tony Chi and Associates also expired.
51. The whole contracts/ agreements with Hyatt Hotels Corporation and Tony Chi and Associates was nothing but well-planned plot of the accused persons to commit fraud and lure and sell the proposed apartments to the innocent apartment buyers including Mr. Sanjay Wadhwa at a premium price and subsequently allow such agreements to lapse.
52. The accused persons i.e. Mr. Lalit Goyal and Ms. Sapna Goyal accumulated illegal wealth by using the money realised from the innocent apartment buyers including Mr Sanjay Wadhwa. The accused persons Mr. Lalit Goyal and Ms. Sapna Goyal have incorporated a limited liability partnership firm SURAO Realtors LLP having its registered office at G-23, Ashok Vihar, Phase-I, Delhi-110052 on 13.06.2017 and used the money realised from the innocent apartment buyers including Mr. Sanjay Wadhwa to acquire lands. Mr. Lalit Goyal holds 81.19% equity shares of a company New Era Buildwell Pvt. Ltd. and New Era Buildwell holds 99% equity shares of a company Devdhar Realtors Pvt. Ltd. and Devdhar Realtors Pvt. Ltd. holds 99.5% equity shares of Commander Realtors Pvt. Ltd. Mr. Lalit Goyal is indirectly controlling the affairs and management of Commander Realtors Pvt. Ltd. Mr. Lalit Goyal has also acquired more than 19 acres including MP1 of 7.02 acres & MP 2A 11.95 acres of land by committing fraud upon the innocent apartment buyers including Mr Sanjay Wadhwa. Copy of the Master Data of SURAO Realtors LLP and Devdhar Realtors Pvt. Ltd. as available in the website of the Ministry of Corporate Affairs are attached. Copy of the Transit Oriented Development Zone is attached.

**VIOLATION OF THE PROVISIONS UNDER PUNJAB SCHEDULED ROADS AND CONTROLLED AREAS RESTRICTION OF UNREGULATED DEVELOPMENT ACT, 1963**

53. In terms of provision under Section 12-A of the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963, the police has to inform the Director of the concerned Department /Authority in writing about any information that it receives of a design to commit or of the commission of any offence in violation of the provision of the Act or any rule or regulation made thereunder. As per the provision under Section 12-B of the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963, the police shall arrest any person who commits any offence in violation of any provision of the Act or any rule or regulation made thereunder.
54. The accused persons are liable to be punished for commencing and continuing the development and construction work at the project without the requisite approval, sanction, consent, no objection from DTCP.

**VIOLATION OF THE PROVISIONS OF REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016**

55. As on date, the said project is not registered under the Real Estate (Regulation and Development) Act, 2016. After the enactment of the said Act, the accused persons are bound to register the project under the Act.
56. That in order to escape the obligation under the said Act, the accused persons with a malafide intention have not registered the project under the Act.

**VIOLATION OF THE PROVISIONS UNDER THE HARYANA FIRE SERVICE ACT, 2009**

57. As per the provision under Section 15 of the Haryana Fire Service Act, 2009, before the commencement of any construction and development, any person proposing to construct a building proposed to be used for residential purpose of more than 15 meters in height, such as group housing, multi-storeyed flats, walk up apartments, etc, shall apply for the approval of Fire Fighting Scheme conforming to national Building Code of India, the Disaster Management Act, 2005 (53 of 2005), the Factories Act, 1948 (Act 63 of 1948) and the Punjab Factory Rules, 1952 and issue of no objection certificate.



58. As per the provision under Section 31 of the Haryana Fire Service Act, 2009, whoever contravenes any of the provision of the Act or any rule or notification made thereunder shall be liable to be punished with imprisonment for a term which may be extended to three months or with fine which may be extended to Rupees Five Thousand or both. As per the provision under Section 32, where an offence is committed by a company, every person who at the time the offence was committed, was in charge of and was responsible to the company for the conduct of day to day affairs of the company shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly.
59. That the buildings in the said Project is more than 100 meters. In India, in case of an incident of any fire in a high-rise building, the fire-fighting equipment of the Fire Service Department can reach only a height upto 60 meters from outside to control any fire. In order to control a fire in a building higher than 100 meters will require the help of helicopters to use water and other fire control materials to control such fire. However, the accused persons continued to construct and develop the said project without any valid approval of Haryana Fire Service.

**VIOLATION OF THE PROVISIONS OF THE ENVIRONMENT PROTECTION ACT, 1986**

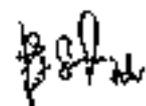
60. Before starting any construction/excavation and sale of any space or apartment to anyone, the colonisers or builders or developers or promoters of a real estate project also has to obtain no objection certificate for establishment from Haryana State Pollution Control Board under the Water Act, 1974 and Air Act, 1981. Haryana State Pollution Control Board granted no objection certificate for Consent to Establish to Commander Realtors Pvt. Ltd. to establish only on 03.02.2014, whereas the accused persons started booking of Apartment in the project prior to 13.04.2012 and also started the excavation and development at the project before 22.11.2013 much prior to the issuance of the no objection certificate.
61. All the aforementioned accused persons in connivance with each other, from the very beginning proceeded on dishonest and false representations to induce the innocent Apartment Buyers including Mr. Sanjay Wadhwa to invest our hard earned life savings

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to invest and buy apartments in the aforesaid project. The accused persons concealed material facts and information from the innocent Apartment Buyers including Mr. Sanjay Wadhwa to illegally siphoned of the money realised from the innocent buyers. The accused persons have caused wrongful loss to the innocent apartment buyers including Mr. Sanjay Wadhwa and wrongful gain to them by siphoning of the money realised from the innocent apartment buyers.

62. The accused persons, from the very beginning had a mala fide intention to illegally and unlawfully amass the hard-earned life savings of the innocent buyers including Mr. Sanjay Wadhwa, by fraudulently keeping them under an impression that the accused persons have all the requisite permission, approval, consent, no objection from the concerned government authorities/departments to construct and develop the project. Whereas, the accused persons did not have the requisite permission, approval, consent, no objection from the concerned government authorities/departments to construct and develop the project. Further after 09.12.2015, the accused persons do not have the requisite permission, approval, consent, no objection from the concerned government authorities/ departments to construct and develop the project. It is evident that from the very beginning the accused persons had the malafide intention only to realise the money from the innocent apartment buyers including Mr. Sanjay Wadhwa and illegally enrich themselves in the name of construction and development of the said project. From the very beginning the accused persons never had any intention to utilise the money realised from the innocent apartment buyers including Mr. Sanjay Wadhwa for the development and construction of the project and hand over the possession of their dream home.
63. I, therefore, request you to register this complaint, direct investigations and appropriate action against the accused persons, in order that they may be apprehended and prosecuted for fraud, cheating, criminal conspiracy and criminal breach of trust and other illegal acts under Sections 405, 406, 415, 417, 418, 421, 422, 423, 424 and 120B of the Indian Penal Code and other relevant provisions of law.

Yours faithfully



Sarabjeet Singh Chattrath (Advocate)

*The Photo Copy  
of  
Vijay Singh  
(Vijay Singh  
Advocate)*

Annexure P-31

From: Sarabjeet Singh Chatrath <sschatrath.ghar@gmail.com>

Date: Sun, 4 Oct 2020, 21:15

Subject: Complaint against Ireo under Sections 405, 406, 415, 417, 418, 421, 422, 423, 424 and 120B of the Indian Penal Code and other relevant provisions of law.

To: <cp.ggn@hry.nic.in>, <dop.hqggn@hry.nic.in>

Sir,

1. I, Sarabjeet Singh Chatrath, Advocate on behalf of Ghar Samadhan LLP, duly authorised by Mr. Sanjay Wadhwa aged 58 years S/O of Mr. Tilak Raj Wadhwa residing at A-80, Sushant Lok-1, Gurgaon-122001. That Mr. Sanjay Wadhwa has booked an apartment no T2-11-NS in Ireo Grand Hyatt Residences, Gurgaon. That Mr. Sanjay Wadhwa has paid Rs 11.63,70,806.53 in total (details enclosed). That Mr. Sanjay Wadhwa has authorised Ghar Samadhan LLP, a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008 to file this complaint & also follow up on this complaint and to take all necessary legal actions on his behalf. Ghar Samadhan LLP is incorporated with the aim to provide services to homebuyers facing difficulties in obtaining possession of flats or obtaining refunds and assisting in initiating legal proceedings and obtaining remedies under applicable laws.

2. The accused persons in conspiracy with each other have committed fraud, cheating, criminal conspiracy and criminal breach of trust and other illegal acts upon the innocent apartment buyers including Mr. Sanjay Wadhwa. The accused persons have dishonestly and fraudulently, on the strength of

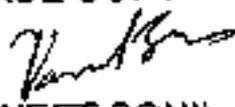
○ false representations, in pursuance of a criminal conspiracy amongst one another, induced the innocent apartment buyers including Mr. Sanjay Wadhwa to invest their lifelong savings in the project "Grand Hyatt Gurgaon Residencies" developed by the accused Ireo Residencies Company Pvt. Ltd. The formal complaint is attached and all the annexures have been uploaded on the google drive and the same is being shared for your immediate reference.

[https://drive.google.com/drive/folders/1pQ\\_KActNP1j6PZnxTOBc-s3fkD6FgmK?usp=sharing](https://drive.google.com/drive/folders/1pQ_KActNP1j6PZnxTOBc-s3fkD6FgmK?usp=sharing)

<https://drive.google.com/drive/folders/1staSDiWiFw8ix9icb5bMZyqLUZgWiAfK?usp=sharing>

I, request you to register this complaint, direct investigations and appropriate action against the accused persons, in order that they may be apprehended and prosecuted for fraud, cheating, criminal conspiracy and criminal breach of trust and other illegal acts under Sections 405, 406, 415, 417, 418, 421, 422, 423, 424 and 120B of the Indian Penal Code and other relevant provisions of law.

Sarabjeet Singh Chatrath (Advocate)  
+91 94176 24255

TRUE COPY  
  
(VANEET SONI)  
ADVOCATE

Annexure P-32

Sanjay Wadhwa

10 November 2020 at 17:41

To: eow2gurgaon@gmail.comCc: sschatrath.ghar@gmail.com, gharsanadhanlp@gmail.com,  
ss.chatrath88@gmail.com, beenawadhwa@gmail.com.

Respected Sir,

This is regarding the above mentioned subject. I have filed this complaint through email on 4th October 2020 through my legal counsel Shri Sarabjeet Singh. On 9th October 2020, the hard copy of the same along with all the annexures was submitted to the Office of the Commissioner of Police, Gurugram.

After my representation to the Commissioner of Police, my legal counsel told me that my statement has to be recorded. Since the content of the complaint already given through Shri Sarabjit Singh is what I want to state I don't see a reason for such a request. However, if you want any specific query please ask me through email and I will respond by email. My family and I have suffered a lot of financial and emotional setbacks because of this and we would request immediate action.

Though you should have registered FIR straightway on my complaint dated 3rd October 2020 however you have still

not registered FIR. Looking forward to your support and fair treatment of a regular Indian citizen like myself.

Best Regards

Sanjay Wadhwa

TRUE COPY



(VANEET SONI)  
ADVOCATE

**EIGHTH NORTH VENTURES PVT. LTD.**

A-80, SUSHANT LOK - I, GURUGRAM - 122001, HARYANA, INDIA  
 PHONE : +91 - 0124 - 4699900  
 FAX : +91 - 0124 - 4699960

**EXTRACTS OF MEETING OF THE BOARD OF DIRECTORS OF EIGHTH NORTH VENTURES PVT. LTD. HELD ON 10.08.2020 AT REGISTERED OFFICE OF THE COMPANY AT A-80, SUSHANT LOK-I, GURUGRAM -122001**

RESOLVED THAT SANJAY WADHWA BEING THE DIRECTOR OF THE COMPANY IS HEREBY AUTHORISED TO EXECUTE, SIGN AND FILE ALL THE PAPERS RELATED TO GRAND HYATT GURUGRAM RESIDENCES FORMATION OF ASSOCIATION OR ANY OTHER COMMUNICATION FOR THE PURPOSE ON BEHALF OF THE COMPANY.

FOR AND ON BEHALF OF THE COMPANY

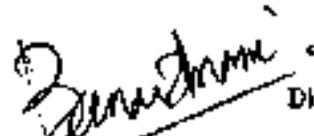
For Eighth North Ventures Pvt. Ltd.



Director

**SANJAY WADHWA**  
 Director  
 DIN 00180358

For Eighth North Ventures Pvt. Ltd.



Director

**BEENA IDNANI WADHWA**  
 Director  
 DIN 00180381

PLACE: GURUGRAM  
 DATED: 10.08.2020

IN THE HON'BLE COURT OF PUNJAB AND HARYANA HIGH COURT AT CHANDIGARH.

In re:- CWP NO. 747 of 2020

Sanjay Wadhwa

**PETITIONER/ APPELLANT**

Versus

State of Haryana and others.

**RESPONDENT/ DEFENDANT**

KNOWN ALL to whom these present shall come that I/ We the undersigned appoint,

**HEMANT BASSI** *f Vaneet Sani*  
ADVOCATE S

ENROLMENT NO. P/595/1995, P-1239/01

HOUSE NO. 23, SECTOR 5, CHANDIGARH. 9815466882 (M)

to be the advocates for the Petitioner in the above mentioned case to do all the following acts, deeds all things or any of them, that is to say:

1. To act, appear and plead in the above-mentioned case in Court in which the same may be tried or heard in the first instance or in appeal or Letters Patent Revision or Execution or at any other Stage of its progress.
2. To present Pleading, Appeals, Letters Patent Appeals, Clauses for execution, review, revision, withdrawal, compromise or other petitions or affidavits of other documents as shall be deemed necessary or advisable for the prosecution of the said case in all its stages.
3. To withdraw or compromise the said cause or submit to arbitration any difference or disputes, that shall arise touching or in any manner relating to the said cause.
4. To receive moneys and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.
5. To employ any other Legal Practitioner authorizing him to exercise the powers and authorities hereby conferred upon the Advocate whenever he may think fit to do so.



AND I/We hereby agree to ratify whatever the Advocate or his substitute responsible for the result of the said case in consequence of his absence from the Court, when the said case is called up for hearing.

AND I/We hereby agree not to hold the Advocate or his substitute responsible for the result of the said case in consequence of his absence from the Court, when the said case is called up for hearing.

AND I/We hereby agree that in the vent of the whole or any part of the fee agreed by me/us to be paid to the Advocate remaining unpaid, he shall be entitled to withdraw from the prosecution of the said case until the same is paid.

IN WITNESS WHERE OF I/We hereunto set my/our hands to these presents the contents of which has been explained to and understood by me/us.

This 19 day of Aug 2020.  
Accepted

For Eighth North Ventures Pvt. Ltd.

*Hemant Bassi*  
(HEMANT BASSI)  
Advocate  
P/595/1995

*Vaneet Sani*  
(Vaneet Sani)  
Advocate  
P-1239/01

*[Signature]*  
Authorised Signatory  
(Signature or Thumb Impression of Client)  
(*Sanjay Wadhwa*)

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CWP No. 747-2021

Sanjay Wadhwa

vs.

State of Haryana and others

Present : Mr. Hemant Bassi, Advocate,  
for the petitioner.  
(Presence marked through video conference).

Going by the averments in the petition herein, if the same are true and were to be believed, as such, *prima facie*, it seems that the developers/promoters of the Housing Project named 'Grand Hyatt Gurgaon Residences' indeed have committed gross violations of law. Allegedly, the mandatory statutory sanctions from the competent authority were not sought before launching the project/sale of luxury flats and acceptance of purchase price from the prospective flat/home buyers.

Learned counsel for the petitioner vehemently argues that neither any valid approval/statutory permission nor the requisite no objection certificates were granted to the licensee of the project by respondent No.4/Director General, Department of Town and Country Planning (DGTCP), which is licensing authority for grant of the project. He further argues that prospective home buyers were misled/induced into making payments by the representatives of the developers of the project on the basis of construction having been started at the project, giving the wrong impression that it is a legally sanctioned project. Notwithstanding, that the zoning plans and building plans were annulled vide an administrative order dated 09.12.2015 passed by DGTCP-respondent No.4 on account of non-payment of the statutory dues by the licensee/developers apart from there being other statutory violations.

Learned counsel for the petitioner submits that even though instant petition pertains to an independent and separate project, but the developers/promoters of the project seem to be habitual offenders of cheating the gullible home buyers and playing with their money, since another similar petition is pending before this Court qua another project of the same group of developers/promoters, bearing CWP No.21021 of 2020, slated for hearing on 08.02.2021.

Notice of motion.

To be heard along with CWP No.21021 of 2020 on 08.02.2021.

Respondents No.2 and 4 are directed to join the proceedings personally through video conferencing on the next date of hearing.

In the meanwhile, respondent No.2 to conduct a preliminary inquiry into the averments of the petition as also the allegations if there was any violation in the statutory approvals and submit a short report thereof, on or before the next date of hearing.

January 13, 2021  
vandana

(ARUN MONGA)  
JUDGE

203

CWP-21021 of 2020 (O&amp;M)

Ashish Gupta

Vs.

State of Haryana &amp;Ors.

CWP-747 of 2021 (O&amp;M)

Sanjay Wadhwa

Vs.

State of Haryana &amp;Ors.

**Present:- Mr. Hemant Bassi, Advocate  
For the petitioners.**

**Ms. Mamta Talwar, DAG Haryana.**

**Mr. Shekhar Verma, Advocate  
For private respondents.**

**(Proceedings conducted through video conferencing)**

\*\*\*

**CM-1860-CWP-2021**

For the reasons mentioned in the application, same is allowed. In second para of order dated 13.01.2021, word "licensee" be corrected as "seller". Necessary corrections be made accordingly.

**MAIN CASE**

Pursuant to order dated 13.01.2021, Commissioner of Police, Gurugram (respondent No.2) and Director, Department of Town and Country Planning, Gurugram(respondent No.4) have joined the hearing through video conference.

An interim report by respondent No.2 has been tendered which is taken on record. Said report *prima facie* reveals that the developer/ licensee is not criminally liable, contrary is alleged by the petitioner though.

On query of the Court, respondent No.4 states that he too has minutely inspected the relevant records and no violation of the applicable Statute and/or Rules framed thereunder has been found on the part of the

developer/ licensee. According to him, minor violations, if any, are compoundable. For which, developer has moved appropriate applications, which are in the process of decision making, in accordance with law.

While on the other hand, learned counsel for the petitioners vehemently opposes the stand taken by the official respondents and seeks time to file an additional affidavit.

Adjourned to 27.04.2021.

Pleadings be completed in the meanwhile.

A copy of this order be placed on the file of connected case.

February 08, 2021  
Jiten

(ARUN MONGA)  
JUDGE



सत्यमेव जयते

**IN THE HON'BLE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH**

Civil Writ Petition No. 747 of 2021

Sanjay Wadhwa

.....Petitioner

Versus

State of Haryana & Others

.....Respondents

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2.	Annexure R-4/1 - Policy issued vide memo no. PF-51A/2015/2708 dated 18.02.2015 regarding change in beneficial interest in the licenses granted under Act no. 8 of 1975.	18.02.2015	22-24	-
3	Annexure R-4/2 - Copy of layout plan showing the site of the group housing society over an area measuring 17.224 acres, Sector 58, Gurugram Manesar Urban Complex		25	-

Date: 05.02.2021

Place: Chandigarh

MANINTRA  
2021.02.05 15:10  
TRUE SCANNED COPY OF  
ORIGINAL PHHC  
CHANDIGARH

  
 (Narender Kumar)  
 District Town Planner,  
 O/o Director, Town and Country Planning,  
 Haryana, Chandigarh

**IN THE HON'BLE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH**

Civil Writ Petition No. 747 of 2021

Sanjay Wadhwa

.....Petitioner

Versus

State of Haryana & Others

.....Respondents

Written Statement by Jitender Sihag, Chief  
Town Planner, Haryana, Department of Town  
and Country Planning Haryana on behalf of  
Respondent no. 4.

**RESPECTFULLY SHOWETH:**

1. That the petitioner in this petition has prayed for issuance of directions to respondent no. 1 to 3 to register an FIR against respondents no. 6 to 21, its Directors, Management and their Associates and also respondent no. 22 to 30 and take legal action as per allegations made by the petitioner in this petition. The petitioner further alleges that the above said private respondents had siphoned off the money of home buyers including that of the present petitioner and used the same for construction of apartments in the project named as 'Grand Hayatt Gurgaon Residences' in Sector 58, Gurugram and that possession of the Apartment has yet not been handed over to the petitioner.
2. That this Hon'ble Court vide orders dated 13.01.2021 has directed answering respondent to join the proceedings of this matter before the Hon'ble Court on 08.02.2021 in respect of the allegations of the petitioner that neither any valid approvals/ statutory permissions nor the requisite no objection certificates were granted to the licensee of the

alleged project by respondent no. 4. The relevant part of the order dated 13.01.2021 is reproduced as under:

*"Going by the averments in the petition herein, if the same are true and were to be believed as such, prima facie, it seems that the developers/promoters of the Housing Project named 'Grand Hyatt Gurgaon Residences' indeed have committed gross violations of law. Allegedly, the mandatory statutory sanctions from the competent authority were not sought before launching the project/sale of luxury flats and acceptance of purchase price from the prospective flat/home buyers.*

*Learned counsel for the petitioner vehemently argues that neither any valid approval/statutory permission nor the requisite no objection certificates were granted to the licensee of the project by respondent No.4/Director General, Department of Town and Country Planning (DGTCP), which is licensing authority for grant of the project. He further argues that prospective home buyers were misled/induced into making payments by the representatives of the developers of the project on the basis of construction having been started at the project, giving the wrong impression that it is a legally sanctioned project. Notwithstanding, that the zoning plans and building plans were annulled vide an administrative order dated 09.12.2015 passed by DGTCP-respondent No.4 on account of non-payment of the statutory dues by the licensee/developers apart from there being other statutory violations."*

3. That from the perusal of the Residence Purchase Agreement (Annexure

executed on 30.04.2014 for Unit No T2-11-NS, the flat in question is

said to have been sold to Eighth North Ventures Pvt. Ltd. and the petitioner has signed the said purchase agreement as the authorized signatory of Eighth North Ventures Pvt. Ltd. Therefore, the flat in question has been sold to a company namely Eighth North Ventures Pvt. Ltd. and not to the present petitioner. However, the petitioner has filed the present petition as Director/ authorized representative of Eighth North Ventures Pvt. Ltd, whereas no authority letter or resolution has been issued by the aforesaid company to file the present petition. Hence, the present petition filed by the petitioner in its individual capacity is not maintainable for non-impleadment of necessary parties and liable to be dismissed on this ground alone.

4. That it is submitted that alleged property contented in the present petition relates to a group housing colony being developed over an measuring 17.224 acres in sector 58, Gurugram. The said group housing project has been named as "Grand Hyatt Gurgaon Residences" as per the Residence Purchase Agreement dated 30.04.2014 (Annexure P-1).

 It is submitted that respondent no. 4 has granted Licence No. 63 of 2009 dated 03.11.2009 (Annexure P-2) under the provisions of section 3 of the Haryana Development and Regulation of Urban Areas Act, 1975 (herein after referred to as Act of 1975) for setting up of a Residential Plotted Colony on the land measuring 110.84 acres falling in Sector 58, 59 & 61, District Gurugram. The said licence was granted in the name of the private respondents i.e. the associate companies of M/s Commander Realtors Pvt. Ltd. i.e. respondent no. 7 entering into collaboration agreement with the above said companies. Further, respondent no 4 granted Licence No. 107 of 2010 dated 20.12.2010 (Annexure P-3) for additional area measuring 140.356 acres falling in the same sectors i.e. Sector 58, 59, 60 & 61 District Gurugram in the name of the associate companies of respondent no. 7 and some individual land owners. In addition to this, Licence No. 60 of 2012 dated 11.06.2012 (Annexure P-4)

for additional area measuring 80.441 acres falling in Sector 58, 59, 60, 61 & 62, District Gurugram was also granted in the name of some individual land owners and associate companies of respondent no. 7 entering into collaboration agreement with respondent no. 7. Thus, the total area of all the three licences i.e. Licence No. 63 of 2009 dated 03.11.2009 (110.84 acres), Licence No. 107 of 2010 dated 20.12.2010 (140.356 acres) and Licence No. 60 of 2012 dated 11.06.2012 (80.441 acres) forms a colony of an area measuring 331.69 acres. It is brought to the kind notice of this Hon'ble Court that sub-section 5 of section 3 of the Act of 1975 provides that each colony may have one or more licenses. The said provision of Act of 1975 is reproduced as under:-

*"(5) Each colony may comprise of one or more licences with contiguous land pockets."*

Further, section 17 of Act of 1975 empowers respondent no 4 to allow transfer of any licensed land. The said provision of Act of 1975 is reproduced as under:-

*"17. Transfer of licence [Section 24]. — ((1) The colonizer may transfer the licence granted to him under rule 12 to any other person with the approval of the Director by making an application to the Director along with administrative charges at the rate of ten percent of the fee prescribed under rule 3 for issuance of such licence, as applicable at the time of making an application for transfer of licence:*

*Provided that in case part of licenced area is proposed to be transferred, the administrative charges shall be levied on only such part of licenced area, which is proposed to be transferred."*

In view of the aforesaid provisions, the area of Licence No. 107 of 2010 owned by the individual land owners was transferred in the name

of respondent no. 7 and its associate companies as orders of respondent no 4 dated 04.12.2013 (Annexure P-17). It is further stated that all the associate companies of respondent no. 7 have also been impleaded as private respondents (respondent no. 8 to 21) in this petition.

5. That out of the total licenced area of 331.69 acres, area measuring 17.224 acres is earmarked for group housing project wherein the unit of petitioner is situated. The zoning plans of the said group housing project were approved by the office of answering respondent vide letter dated 04.12.2012 (Annexure P-9). The buildings plans for the aforesaid group housing colony was also approved by the office of answering respondent vide letter dated 03.07.2013 (Annexure P-14).
6. That it is the contention of the petitioner that despite having recovered huge amount on account of booking of the flat from the petitioner and some other similarly situated persons, respondent no. 7 has not been able to complete the project and hand over possession of the flat/apartment to him. It is further alleged that though the main developer company for the above said licenses was Commander Realtors Pvt. Ltd. i.e. respondent no.7, yet the booking of the alleged flat was made by respondent no. 6 i.e. IREO Residences Company Pvt. Ltd. It is also alleged that respondent no. 6 has started booking of the flats even before approval of the building plans.
7. That a perusal of the petition reveals that though the petitioner has claimed that he has also booked an apartment/ flat with respondent no. 6, yet the documents attached by the petitioner with the petition nowhere state booking of the flat in the name of the petitioner. In fact, the Residence Purchase Agreement (Annexure P-1) does not mention that the petitioner is the purchaser of alleged Unit No. T2-11-NS. The petitioner has only signed the said agreement on behalf of a company namely Eighth North Ventures Pvt. Ltd. The receipts of the amount

deposited with the colonizer (Annexure P-28) are also not in the name of the petitioner/ company, rather these receipts relates to Unit No. T1-08-NS. Hence, the petition is not maintainable on this ground also.

8. That regarding booking of the flats by respondent no. 6 instead of respondent no. 7, it is admitted that license no 63 of 2009, 107 of 2010 and 60 of 2012 have been granted to respondent no 7 and its associate companies. It is further submitted that Government has issued the policy instructions dated 18.02.2015 in accordance with the provisions of section 9A of the Haryana Development & Regulation of Urban Areas Act 1975, which allows 'change in beneficial interest' or change in the existing Developer in any licensed colony, wherein there is no change in the land schedule of licensed colony. The copy of the said policy instructions is attached as **Annexure R-4/1**.

 It is further submitted that respondent no. 7 has already submitted an application on 10.11.2020 in the office of the answering respondent for change in developer/assignment of joint development right/ marketing rights as per policy dated 18.02.2015 for the land measuring 30.40625 acres falling in Licence No. 63 of 2009, 107 of 2010 and 60 of 2012 alongwith administrative charges. In addition to this, the developer company has also submitted application for change in beneficial interest as per policy dated 18.02.2015 for the land measuring 14.816 acres. The aforementioned applications for change of developer are still under consideration of the Department. It is submitted that as per policy dated 18.02.2015 (**Annexure R4/1**), the existing Developer (designated as such at the time of grant of licence) is required to submit application to the Director, Town and Country Planning, Haryana i.e. Respondent no 4 seeking approval for the same alongwith consent of new entity i.e. proposed to be inducted as the developer or for assignment of joint developer and/or marketing rights alongwith necessary administrative charges.

x

9. That regarding delay in completing the project and handing over possession of the apartment beyond the stipulated period as mentioned in the Residence Purchase Agreement, it is submitted that this issue is to be decided in accordance with the terms and conditions of the bilateral agreement executed by the developer company and the petitioner. The answering respondents cannot interfere in such matters in view of the law laid down by the Hon'ble Supreme Court in the case of DLF Universal Ltd. and others Vs Director, Town and Country Planning, Haryana and others while deciding Civil Appeal No. 550,551 of 2003 and 1611 of 2003 vide order dated 19.11.2010 had observed that :

*" In our considered opinion the Director is not authorized to interfere with agreements voluntarily entered into by and between the owner/colonizer and the purchasers of plots/flats. The agreed terms and conditions by and between the parties do not require the approval or ratification by the Director nor is the Director authorized to issue any direction to amend, modify or alter any of the clauses in the agreement entered into by and between the parties."*



Thus in view of above judgment no relief can be granted by the answering respondent on this account.

10. That regarding request of the petitioner for initiating criminal proceedings against the private respondents, necessary action is to be taken by respondent no. 2 & 3, wherein this Hon'ble High Court has already passed the order dated 13.01.2021.

In view of the submissions made in forgoing paras, it is respectfully prayed that the petition may kindly be dismissed being without any merit.

**REPLY ON MERITS:-**

1. That the contents of para no. 1 of the petition are admitted to the extent that the petitioner is a resident of Haryana and citizen of India. However, in view of the submissions made in the preliminary submissions, it is vehemently denied that the petitioner is entitled to invoke the extraordinary jurisdiction of this Hon'ble Court by way of filing the present petition under Articles 226/227 of the Constitution of India as no legal right of the petitioner has been infringed by the answering respondent. Regarding contents of para relating to payment of amount of Rs. 11,63,70,806/- to respondent no. 6 by the petitioner for purchasing an apartment/flat in the project namely 'Grand Hyatt Gurgaon Residences' and siphoning of the said amount by respondent no. 6, the same relate to respondent no. 6 and hence are denied for want of knowledge.
2. That the contents of para no. 2 of the petition relate to respondent no. 2 & 3.
3. That the contents of para no. 3 of the petition relating to execution of a confidential agreement by and between respondent no. 6 & 7 for development of the project named as 'Grand Hyatt Gurgaon Residences' are denied for want of knowledge. However, as submitted in the preliminary submissions, an application for change of developer alongwith necessary administrative charges as per policy dated 18.02.2015 has been received in the office of the answering respondent, which is under consideration of the Department. Regarding contents of para relating to payment of money for purchasing of the apartment by the petitioner to respondent no. 6, the same are denied for want of knowledge. It is also denied that private respondents have not obtained Environmental Clearance or consent to establish and fire fighting system from the concerned authorities. Regarding contention of the petitioner that the amount collected from the home buyers was required to be kept

in a separate account for use in the development works to be carried out in the said project, it is submitted that as per terms and conditions of the bilateral agreement executed by the colonizer at the time of grant of licence with the Director i.e. Respondent no 4 at the time of grant of licence, the colonizer is required to keep separate 30% of the amount realized from the plot buyers for execution of the internal development works and construction of the colony. As per report of the Accounts Section of this office, the developer company has complied with the above said conditions.

4. That the contents of para no. 4 of the petition relate to respondent no. 6 and hence are denied for want of knowledge.
5. That the contents of para no. 5 of the petition relate to respondent no. 6. However, it is not disputed that out of the total licensed area of 331.69 acres, an area measuring 17.224 acres is earmarked for group housing project. The said project has been named by the colonizer as 'Grand Hyatt Gurgaon Residences'. The residence purchase agreement (Annexure P-1) relates to this project.
6. That the contents of para no. 6 of the petition relate to respondent no. 6.
7. That the contents of para no. 7 of the petition are denied for want of knowledge.
8. That the contents of para no. 8 of the petition relating to any payment made by the petitioner to the Sales Representative of respondent no. 6 are denied for want of knowledge. The petitioner has not enclosed any receipt showing the said amount paid to respondent no. 6 or 7.
9. That the contents of para no. 9 of the petition relating to payment of Rs. 1,47,11,542/- and Rs. 99,24,807/- by the petitioner to respondent no. 6 as part consideration for the purchase of apartment are denied for want of knowledge. The petitioner has not enclosed any receipt showing the said amount paid to respondent no. 6 or 7.

10. That the contents of para no. 10 of the petition are admitted to the extent of execution of Residence Purchase Agreement dated 30.04.2014(Annexure P-1). However the agreement relating to Unit No. as T2-11-NS is in the name of Eighth North Ventures Pvt. Ltd. and the petitioner has signed the same as authorized signatory of the above said company.
11. That the contents of para no. 11 of the petition are admitted to the extent that as per information available with the answering respondents, respondent no. 6 had started construction at site. However, no application for part occupation certificate is received from the above said respondents in this office. It is further stated that for redressal of the grievance for not handing over possession of the apartment as per terms and conditions of the residence purchase agreement, the petitioner has the alternative remedy of approaching the Haryana Real Estate Regulatory Authority, Gurugram or any other competent court of law. The answering respondent cannot interfere in such matters in view of the law laid down by the Hon'ble Supreme Court in the case of DLF Universal Ltd. Vs Director, Town and Country Planning (supra).
12. That the contents of para no. 12 of the petition relate to the private respondents i.e. respondent no. 6 & 7. However, as already submitted in the preliminary submissions, vide letter dated 10.11.2020, respondent no. 7 has already applied for change in developer as per policy dated 18.02.2015, which is under consideration with the department of respondent no 4.
13. That the contents of para no. 13 of the petition are admitted to the extent that that Licence No. 63 of 2009 dated 03.11.2009 (Annexure P-2) under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 for setting up of a Residential Plotted Colony on the land measuring 110.84 acres falling in Sector 58, 59 & 61, District Gurugram

was granted in the name of the private respondents i.e. the associate companies and M/s Commander Realtors Pvt. Ltd. (respondent no. 7) entering into collaboration agreement with the above said company. Further, Licence No. 107 of 2010 dated 20.12.2010 (Annexure P-3) for additional area measuring 140.356 acres falling in the same sectors i.e. Sector 58, 59, 60 & 61 District Gurugram was also granted in the name of the associate companies of respondent no. 7 and some individual land owners. In addition to this, Licence No. 60 of 2012 dated 11.06.2012 (Annexure P-4) for additional area measuring 80.441 acres falling in Sector 58, 59, 60, 61 & 62, District Gurugram was also granted in the name of some individual land owners and associate companies of respondent no. 7 entering into collaboration agreement with respondent no. 7. However, vide order dated 04.12.2013 (Annexure P-17) area of Licence No. 107 of 2010 owned by the individual land owners was transferred in the name of respondent no. 7 and its associate companies. It is further stated that all the associate companies of respondent no. 7 have also been impleaded as private respondents (respondent no. 8 to 21) in this petition. Thus, the total area of all the three licences is 331.69 acres.

14. That the contents of para no. 14 of the petition are admitted to the extent that the original validity period of Licence No. 63 of 2009 dated 03.11.2009 was for four years i.e. upto 02.11.2013. However, it is submitted that as per order dated 10.10.2019 (Annexure P-27), the above said licence has been renewed upto 02.11.2019. Further, application for renewal of the above said licence has also been received from respondent no. 7 which is still under consideration of the Department.

15. That the contents of para no. 15 of the petition are admitted to the extent that the original validity period of Licence No. 107 of 2010 dated 20.12.2010 was for four years i.e. upto 19.12.2014. However, it is submitted that as per order dated 10.10.2019 (Annexure P-26), the above

said licence has been renewed upto 19.12.2020. Further, application for renewal of the above said licence has also been received from respondent no. 7 which is still under consideration of the Department. Contents of para relating to the conditions imposed in the order dated 10.10.2019 being matter of record are not disputed.

16. That the contents of para no. 16 of the petition relating to grant of Licence No. 60 of 2012 dated 11.06.2012 and the conditions imposed in the said licence, the same being matter of record are not disputed.

17. That the contents of para no. 17 of the petition relating to issue of Public Notice dated 30.12.2010 (Annexure P-5) by the answering respondent cautioning the general public as well as the persons/ company/ property dealers engaged in development/ booking/ sale of plots in the private colonies to refrain from sale/ purchase/ bookings in such projects for which licence has not been issued by the State Government being matter of record are not disputed. However, it is submitted that it was for the petitioner to have checked the record from respondent no. 6 & 7 before booking the flat as to whether they have obtained licence from the Department of Town and Country Planning for development of the land where he intended to book/purchase the apartment or not. The petitioner cannot avoid its responsibility for his lapse and allege at this stage that licence was not in the name of the company booking the apartment.

18. That the contents of para no. 18 of the petition relating to passing of order dated 05.01.2011 by the answering respondent that no licence application will be entertained unless the collaboration agreement are registered before the Sub Registrar in which the land falls are matter of record. Such agreements are required to be got registered with the Sub Registrar concerned when the land owner is a different person/ company and the developer company is different.

19. That the contents of para no. 19 of the petition are admitted to the extent that out of the total licenced area granted to respondent no. 7 and its associate companies, an area measuring 17.224 acres is earmarked for group housing project. Regarding booking/ purchase of the apartment by the petitioner with respondent no. 7, it was for the petitioner to have verified/ checked the documents presented by respondent no. 7 as to whether it holds a licence in its name or not. However, as already submitted, respondent no. 6 had already submitted application vide letter for grant of permission for change in beneficial interest as per policy dated 18.02.2015 to the extent of 14. 816 acres in the above said group housing project. As already submitted, the zoning plans for the group housing project were approved vide letter dated 04.12.2012. The buildings plans also stands approved vide letter dated 03.07.2013.
20. That the contents of para no. 20 of the petition are denied for want of knowledge. The petitioner has not enclosed any document to show that he had deposited the amount for booking/ purchase of the apartment with respondent no. 7. The receipts attached as Annexure P-7 relate to one Mrs. Monika Bindra and not that of the petitioner. Even the Suit/ Flat No. is different than alleged to be booked by the petitioner. However, if any such complaint of pre-launching is received from any of the complainant, the same shall be examined by the answering respondent on the basis of the documentary evidence given by the complainant.
21. That the contents of para no. 21 of the petition relating to approval of the building plans by respondent no. 4 for the group housing project measuring 17.224 acres vide letter dated 04.12.2012 (Annexure P-9) being matter of record are not disputed. The said zoning plan was approved after clearance of the due amount of EDC and IDC by respondent no. 6.

22. That the contents of para no. 22 of the petition relate to respondent no. 22 and hence denied for want of knowledge.
23. That the contents of para no. 23 of the petition relate to respondent no. 6.
24. That the contentions made in para no. 24 of the petition are wrong and denied. It is clarified that the Labour Cess under the Building and other Construction Workers (RE &CS) Act 1996 is recovered by the answering respondent and further deposited to the account of the concerned Department before approval of the building plans. However, it does not mean that the colonizer has started construction of the building even before approval of the building plans.
25. That the contents of para no. 25 of the petition are admitted to the extent that the building plans of the group housing project measuring 17.224 acres were approved by respondent no. 4 vide letter dated 03.07.2013 (Annexure P-14) on the conditions mentioned in the above said letter. However, it is vehemently denied that the same was in violation of the Rules and Regulations. It is clarified that the building plans can only be approved after approval of the zoning plan and not vice versa.
26. That the contents of para no. 26 of the petition relating to demand being raised by respondent no. 6 from the petitioner or other persons booking the apartment in the above said project are denied for want of knowledge. However, as admitted by the petitioner, the Environmental Clearance from the State Environment Impact Assessment Authority was issued vide letter dated 25.11.2013 (Annexure P-16). It is also clarified that if there was any construction before issue of the Environmental Clearance, the concerned authority would have taken action against respondent no.

7.

27. That the contents of para no. 27 of the petition relating to issue of Environmental Clearance vide letter dated 25.11.2013 by the concerned authority are matter of record.
28. That the contents of para no. 28 of the petition are matter of record. The submissions made in para no. 13 above are reiterated in response to this para.
29. That the contents of para no. 29 of the petition regarding issue of no objection certificate by the Haryana State Pollution Control Board vide letter dated 03.02.2014 to respondent no. 7 being matter of record are not disputed.
30. That the contents of para no. 30 of the petition are denied for want of knowledge. The petitioner has not attached any receipt of his showing that he has booked the apartment with respondent no. 6 prior to 13.04.2012. The receipts available at Annexure P-7 relate to one Mrs. Monica Bindra and not that of the petitioner. Regarding Respondent No.7 to 23 authorizing respondent no. 6 for undertaking development and marketing rights, the submissions made in para no. 7 of the preliminary submissions are reiterated.
31. That the contents of para no. 31 of the petition relating to approval of the Fire Fighting System for the licences in question by respondent no. 5 vide letter dated 08.01.2015 are matter of record.
32. That the contents of para no. 32 of the petition are admitted to the extent that in case the building is higher than 100 mtrs, the approval of the Airport Authority of India has to be obtained. However, the permission regarding obtaining approval from the Airport Authority of India is examined by the answering respondent at the time of issue of the Occupation Certificate of the Buildings/Towers. As already submitted, no such request for grant of part occupation certificate has been received

from respondent no. 7. Compliance of this condition would be ensured at the time of issue of the occupation certificate.

33. That the contents of para no. 33 of the petition relating to issue of revised schedule of land in respect of licence no. 16 of 2008, 28 of 2008, 44 of 2011, 63 of 2009, 107 of 2010 and 60 of 2012 being matter of record are not disputed. However, it is wrong to allege that with the revised reschedule of land, the zoning/ building plans approved by the answering respondent for the group housing area stood also annulled with effect from 09.12.2015. It is clarified that the sanctions/ approvals of zoning plan/ building plan in relation to Licence No. 63 of 2009, 107 of 2010 and 60 of 2012 stood annulled qua only with respect to the land which was subject to revision and the land parcels which was affected by such revision and was falling in Sector 59, Gurugram. However, the land for the group housing project measuring 17.224 acres was not affected by such revision as the schedule of land for the group housing area was not subject to any revision as this project is located in Sector 58, Gurugram. The copy of the layout plan of the colony as approved vide letter dated 11.06.2012 is attached as **Annexure R-4/2**. The site affected vide exchange order dated 09.12.2015 has been super imposed in the above said layout plan and shown in blue hatching and the group housing measuring 17.224 acres is shown in red colour. Hence, the contentions made by the petitioner in this para are baseless, misconceived, misconstrued and hence liable to be rejected.

34. That the contentions made in para no. 34 of the petition are wrong and denied. It is not even not disputed by the petitioner that the zoning plan and the building plans were approved by the office of answering respondent for the group housing project. Further, Environmental Clearance Certificate has also been granted by respondent no. 5. Respondent no. 7 has also obtained consent to establish. Fire Fighting Scheme has also been approved by the competent authority. However,

contents of para regarding demand raised by respondent no. 6 from the home buyers as installment of flats are denied for want of knowledge.

35. That the contents of para no. 35 of the petition regarding issue of demand notices relate to respondent no. 6. Regarding annulment of the zoning plan and the building plans as per order dated 09.12.2015, the submissions made in para no. 33 above are reiterated.
36. That the contents of para no. 36 of the petition relating to passing of order dated 10.05.2016 revising the land schedule under policy dated 15.07.2012 being matter of record are not disputed. However, it is submitted that the sanctions/ approval of the zoning plan and the building plans was only qua the land for which the revised land schedule was issued. Further, as is clear from Annexure R-2, the land schedule of the group housing project measuring 17.224 acres is not affected by such revision. Hence, the contentions made by the petitioner in this para are not legally tenable.
37. That the contents of para no. 37 of the petition are matter of record. However, it is submitted that the sanctions/ approval of the zoning plan and the building plans was only qua the land for which the revised land schedule was issued. The land schedule of the group housing project measuring 17.224 acres is not affected by such revision. Therefore, legal rights of the petitioner are not affected adversely in any way with the passing of the order dated 16.06.2017. The area affected vide this order is shown in black hatching in the layout plan, copy of which is available at Annexure R-2.
38. That the contents of para no. 38 of the petition are admitted to the extent that respondent no. 7 had submitted application for approval of the revised building plans. The same are under consideration in the office of the answering respondent. It is further brought to the kind notice of this

Annexure R-3), whenever after issue of this policy, the building plans of a project are revised, the same are approved in-principle and thereafter, the colonizer is directed to invite objections from the existing allottees by issuing Public Notice in three news papers (two English and one in Hindi). The building plans are approved finally only after decision is taken on the objections received from the existing allottees, if any. The same principle would be followed in this case also when the revised building plans are approved in-principle. The existing allottees including the petitioner would be free to file their objections, if any. However, regarding cancellation of the sanctions/ approvals granted by respondent no. 2 vide order dated 09.12.2015 and 16.07.2017, the submissions made in para no. 33 and 37 above are reiterated.

39. That the contents of para no. 39 of the petition are admitted to the extent of renewal of Licence No. 107 of 2010 upto 19.12.2020 vide order dated 10.10.2019 passed by respondent no. 4.

40. That the contents of para no. 40 of the petition are admitted to the extent of renewal of Licence No. 63 of 2009 upto 10.10.2019 vide order dated 10.10.2019 passed by respondent no. 4. It is further submitted that application for further renewal of licence from 11.10.2019 has been received from respondent no. 7, which is still under consideration in the office of the answering respondent.

41. That the contents of para no. 41 of the petition relating to submission of application for registration of the said project with the Haryana Real Estate Regulatory Authority, Gurugram under the provisions of the Real Estate (Regulation and Development) Act, 2016 are denied for want of knowledge.

42. That the contents of para no. 42 of the petition relate to the private respondents.

43. That the contents of para no. 43 of the petition are denied for want of knowledge.

44. That the contents of para no. 44 of the petition relate to the private respondents.
45. That the contents of para no. 45 of the petition are admitted to the extent that Licence Nos. 63 of 2009, 107 of 2010 and 60 of 2012 have been granted in the name of some associate companies of respondent no. 7. Respondent no. 6 has also submitted application dated 10.11.2020 for allowing change in beneficial interest viz-a-viz change in developer, assignment of joint development rights and marketing rights as per policy dated 18.02.2015 alongwith necessary administrative charges for the project in question. The said application is under consideration of the Department.
46. That the contents of para no. 46 of the petition relate to respondent no. 6 and hence are denied for want of knowledge.
47. That the contentions made in para no. 47 of the petition are not admitted as such. It is wrong to allege that with the revised reschedule of land, the zoning/ building plans approved by the answering respondent for the group housing area stood also annulled with effect from 09.12.2015 as is being alleged by the petitioner. It is clarified that the sanctions/ approvals of zoning plan/ building plan in relation to licence no. 16 of 2008, 28 of 2008, 44 of 2011, 63 of 2009, 107 of 2010 and 60 of 2012 and Licence No. 63 of 2009, 107 of 2010 and 60 of 2012 stood annulled qua only with respect to the land which was subject to revision and the land parcels which was affected by such revision and was falling in Sector 59, Gurugram. However, the land for the group housing project measuring 17.224 acres was not affected by such revision as the schedule of land for the group housing area was not subject to any revision as this project is located in Sector 58, Gurugram as is also clear from **Annexure R-4/2**. Hence, the contentions made by the petitioner in

this para are baseless, misconceived, misconstrued and hence liable to be rejected.

48. That in reply to para no. 48 of the petition, so far as they relate to payment made by the petitioner and other home buyers to respondent no. 6, the submissions made in para no. 46 above are reiterated. However, regarding non completion of the project within the stipulated period as per terms and conditions of the Residence Purchase Agreement executed by the petitioner with respondent no. 6, the petitioner has the alternative remedy to approach the Haryana Real Estate Regulatory Authority, Gurugram for redressal of his grievance. The answering respondent cannot interfere in such matters in view of the law laid down by the Hon'ble Supreme Court in the case of DLF Universal Ltd. Vs DTCP and others (supra).

49. That the contents of para no. 49 of the petition relate to respondent no. 6.

50. That the contents of para no. 50 of the petition do not relate to the answering respondents.

51. That the contents of para no. 51 of the petition do not relate to the answering respondents.

52. That in reply to para no. 52 of the petition, the submissions made in para no. 6 of the preliminary submissions and para no. 46 above are reiterated.

53 to 63. That the contents of para no. 53 to 63 of the petition relate to respondent no. 2 & 3.

64. That the contents of para no. 64 of the petition are wrong and denied. No law points are involved in the present petition which require adjudication by this Hon'ble Court.

65. That the contents of para no. 65 of the petition are wrong and denied. In view of the submissions made in forgoing paras, no cause of action has

arisen to the petitioner to file the present petition against the answering respondent as no legal right of the petitioner has been infringed by the answering respondent. Even otherwise, the petitioner has the alternative remedy to approach the Haryana Real Estate Regulatory Authority, Gurugram by filing complaint to get his grievance redressed.

66. That the contents of para no. 66 of the petition are denied for want of knowledge.

In view of the submissions made in foregoing paras, the writ petition is without any merit and deserves dismissal against the answering respondent. It is, therefore, respectfully prayed that the same may kindly be dismissed qua the answering respondent.

Place: Chandigarh  
Dated: 05.02.2021

  
(Jitender Sihag)  
Chief Town Planner, Haryana  
Department of Town & Country Planning,  
Haryana on behalf of respondent no. 4

**Verification:**

Verified that the contents of para No. 1 to 10 of the preliminary submissions and para No 1 to 66 of the reply on merits are true and correct to my knowledge and based on information derived from the official record, which are believed by me to be correct. Legal submissions are based on advice.

Place: Chandigarh  
Dated: 05.02.2021

  
(Jitender Sihag)  
Chief Town Planner, Haryana  
Department of Town & Country Planning,  
Haryana on behalf of respondent no. 4

## Annexure R-4/1

From

Additional Chief Secretary to Govt. Haryana  
Town & Country Planning Department.

To

The Director General,  
Town & Country Planning, Haryana, Chandigarh.

Memo No. PF-51A/2015/ 2708;

Dated: 18.02.2015

**SUBJECT: POLICY PARAMETERS FOR ALLOWING CHANGE IN BENEFICIAL INTEREST, VIZ., CHANGE IN DEVELOPER; ASSIGNMENT OF JOINT DEVELOPMENT RIGHTS AND/OR MARKETING RIGHTS ETC. IN A LICENCE GRANTED UNDER ACT NO 8 OF 1975.**

On account of the changing market dynamics, many requests have been received in the Department during the recent times, for either 'Change in Developer' or for 'Assignment of Joint Development Rights and/or Marketing rights', wherein 'Transfer of Licence' is not involved, since no change in land-schedule of the licenced colony is involved. It has been observed that these cases, though not involving change in land schedule of the licence and thus not qualifying as transfer of licence, inherently involve 'change in beneficial interest' of the existing Developer and thus policy parameters to enable decision on such requests and recovery of administrative charges against the same need to be prescribed. Accordingly, in exercise of the powers conferred under section 9A of the Haryana Development & Regulation of Urban Areas Act 1975, the Governor of Haryana is pleased to prescribe the following policy parameters in this regard.

**2.0 SCOPE OF THE POLICY:** Any case involving change in the 'beneficial interest' of the existing Developer, designated as such at the time of grant of licence, shall be covered under the scope of this policy and shall accordingly require an application to the Director General, Town and Country Planning, Haryana (DGTCP) seeking approval for the same. Without prejudice to their inherent general meaning, the terms:

(i) 'change in beneficial interest', shall include cases pertaining to change in existing Developer; assignment of joint development rights and/or marketing rights; cumulative change in shareholding pattern beyond 25% of shareholding existing at the time of grant of licence; etc., for which the licencee/Developer shall be required to seek the prior approval of DGTCP, under the present policy; and,

(ii) 'new entity' shall include any individual/entity, either proposed to be inducted as the Developer and/or shareholder(s); or for assignment of Joint Development and/or Marketing rights.

(iii) **3.0 RECOVERY OF ADMINISTRATIVE CHARGES:** Any applicant seeking such change in beneficial interest shall be required to deposit administrative charges, at the rate of 25% of the applicable licence fee prevailing on the date of such application and in the manner as prescribed under para 4.0 below.

MANINDER PAL SINGH  
2021-02-05 15:10  
TRU... COPY OF  
ORIGINAL WITH  
CHANDIGARH  
Assistant Town Planner

Provided that in case of 'Assignment of Joint Development Rights and/or Marketing rights' over part of any licenced area, the administrative charges shall be recovered from the Developer/Shareholder(s) and not from the Applicant.  
O/o Director Town & Country Planning Haryana Chandigarh

**Annexure R-4/1**

From

Additional Chief Secretary to Govt. Haryana  
Town & Country Planning Department.

To

The Director General,  
Town & Country Planning, Haryana, Chandigarh.

**Memo No. PF-51A/2015/ 2708;****Dated: 18.02.2015**

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2021-02-05 15:10  
TRUE COPY OF  
ORIGINAL FILE  
CHANDIGARH  
Assistant Town Planner

O/o Director Town & Country  
Planning Haryana Chandigarh

Provided that in case of 'Assignment of Joint Development Rights and/or Marketing rights' over part of any licenced area, the administrative

charges shall be levied proportionately against such part of licenced area for which the Joint Development Rights and/or Marketing Rights is proposed to be assigned.

**4.0 APPLICATION PROCEDURE:** All such requests for change in beneficial interest shall be accompanied by the following documents:

(i) A No-Objection-Certificate from existing 'Developer', filed through its authorized signatory, specifically designated for the purpose; as well as from the 'land-owner licencees', in person (not through GPA/SPA assignees), to the proposed change/assignment.

(ii) A consent letter from the 'new entity' for the proposed change.

(iii) Justification for such request.

(iv) The status regarding creation of third-party rights in the colony. In case no third-party rights are claimed to have been created in the colony, an affidavit to the said effect be also submitted by the existing Developer.

(v) Documents pertaining to Technical and Financial Capacity of the 'new entity' proposed to be inducted as a 'Developer' or 'shareholder(s)' as per prescribed policy parameters for the purpose of grant of licence.

(vi) A demand draft for 40% of the applicable administrative charges calculated at the rates prescribed under para 3.0 above.

(vii) An undertaking to pay the balance administrative charges before final approval.

(viii) An undertaking to the effect that in case the administrative charges for such cases is fixed in the Act/Rules at a rate higher than that being recovered, the applicant shall be liable to pay the difference as and when demanded by DGTCP.

**4.1. EXAMINATION OF SUCH REQUEST UNDER THE POLICY:** All such requests received by the DGTCP under this policy shall be examined on merits and depending upon the nature of request, the DGTCP may direct the applicant/the new entity to furnish/comply with some or all of the following requirements, as applicable, in a period not exceeding ninety days:

i) Fresh Agreement LC-IV, Bilateral Agreement to be executed on behalf of the new entity and bank guarantees to be furnished by the bank on behalf of the new entity against internal development works and external development charges.

ii) An undertaking to abide by the provisions of Act/Rules and all the directions that may be given by the DGTCP in connection with the above said licenses.

iii) A demand draft for the balance 60% of the applicable administrative charges calculated at the rates prescribed under para 3.0 above.

iv) Registered Collaboration agreement between the proposed Developer and land owning individuals/entities.

v) Clear the outstanding EDC/IDC dues, as specifically directed by the DGTCP.

vi) In projects where third party rights stand created, objections regarding change in Developer shall be invited from the allottees through public notice as well as notice under registered cover, as per the detailed procedures and proforma prescribed by the DGTCP.

vii) An undertaking to settle all the pending/outstanding issues, if any, in respect of all the existing as well as prospective allottees.

viii) An undertaking to be liable to pay all outstanding dues on account of EDC and interest thereon, if any, in future, as directed by the DGTCP.

ix) An undertaking that all the liabilities of the existing Developer shall be owned by new entity.

x) Original licences and schedule of land.

xi) An undertaking that notwithstanding the assignment of joint development rights and/or marketing rights to a third-party agency, for either entire or part of the colony, the Developer shall continue to be solely responsible for compliance of provisions of the Act/Rules as well as terms and conditions of the licence (*applicable in case of assignment of joint development rights and/or marketing rights*).

**4.2. ISSUANCE OF APPROVAL/ REJECTION ORDERS:** Subject to the compliance of the terms and conditions as laid down in the in-principle approval to the satisfaction of the DGTCP, the necessary approval may be allowed. In case of failure of compliance of the prescribed conditions within the prescribed period, the in-principle approval shall automatically lapse and the administrative charges shall be forfeited. The applicants may, however, resubmit their request along with fresh administrative charges, which shall be examined afresh, on merits.

**5.0 SPECIAL DISPENSATION: (i)** The administrative charges recovered under this policy shall be credited to the IDC Fund created under Section 3-A of the Haryana Development and Regulation of Urban Areas Act, 1975.

(ii) Depending upon the specific requirements on case-to-case basis, the DGTCP shall be free to add any further condition at the time of grant of in-principle approval or with the final permission, as deemed fit.

(iii) In such cases where either, the cumulative change in shareholding remains below 25% of shareholding existing at the time of grant of licence, or, there are changes in the Director(s) of the Developer/coloniser company, the licensee shall be bound to inform the DGTCP at any/all such occasion.

(iv) The policy parameters as above shall be implemented with immediate effect.

**Sd/-**

**(Anurag Rastogi)**

Principal Secretary

For: Additional Chief Secretary to Govt  
Haryana

Town and Country Planning Department

*Diya*  
Assistant Town Planner  
O/o Director Town & Country  
Planning, Haryana, Chandigarh

- LEGEND:-
1. THE GRAND HYATT GROUP HOUSING SCHEME 17,224 ACRES [PART OF RESIDENTIAL PLOTTED COLONY BEARING LICENCE NO. 63 OF 2009 DATED 03.11.2009, LICENCE NO. 107 OF 2010 DATED 20.12.2010 & LICENCE NO. 60 OF 2012 DATED 11.06.2012] 3 61.61 ACRES.
  2. 10% LICENCED AREA (5,012.5 ACRES) SHOWN THUS
  3. EXCHANGE OF LICENCED LAND [LICENCE NO. 16 OF 2008 DATED 31.01.2008, LICENCE NO. 38 OF 2008 DATED 17.02.2008 & LICENCE NO. 44 OF 2011 DATED 13.05.2011]

LEGEND:

- SCHEME BOUNDARY
- RESERVE BANK
- OTHER LAND
- UNDEVELOPED LAND
- LICENCED RESIDENTIAL & COMMERCIAL
- GROUP HOUSING (PLOTTED COLONY)
- COMMERCIAL (PLOTTED COLONY)
- OTHER AREA (PLOTTED COLONY)
- DD

De Licence/Area Detail

Total Area in Licence no. 50 = 0.50 Acres  
 Total Area in Licence no. 63 = 0.58125 + 0.025 + 1.00 + 0.625 + 0.175 = 2.44375 Acres  
 Total Area in Licence no. 107 = 1.43125 + 0.50 + 0.1375 = 2.06875 Acres  
 Grand Total = 5.0125 Acres

TABLE C-1  
 AREA CO-ORDINATES

NO.	AREA	COORDINATES	AREA	COORDINATES
1	AREA 1	...	...	...
2	AREA 2	...	...	...
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TABLE C-2  
 DETAILS OF PLOTS & ROAD WIDTH

NO.	AREA	COORDINATES	AREA	COORDINATES
1	AREA 1	...	...	...
2	AREA 2	...	...	...
3	AREA 3	...	...	...
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TABLE C-3  
 DETAILS OF PLOTS & ROAD WIDTH

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1	AREA 1	...	...	...
2	AREA 2	...	...	...
3	AREA 3	...	...	...
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64	AREA 64	...		



**HARYANA STATE POLLUTION CONTROL BOARD  
C-11, SECTOR-6, PANCHKULA**

*Website – www.hspcb.gov.in E-Mail - hspcb.pkl@sifymail.com*

*Tele Fax No. – 0172-2577870-73*

**No. HSPCB/Consent/ : 2821215GUNOCTE2297575**

**Dated:16/11/2015**

**To.**

**M/s : SU Estates Pvt. Ltd. & Associate Companies  
Commercial Complex, Sector 58, Village Ghata, Gurgaon  
GURGAON NORTH  
122101**

**Sub : Extension in the validity period of NOC case of – M/s SU Estates Pvt. Ltd. & Associate Companies**

Kindly refer to your application for extension in validity of NOC received in this office on 2015-09-18 on the subject noted above.

The matter has been examined by the board and as per the decision, the validity period of Consent to Establish already granted vide letter No. dt. 16/11/2015 is hereby extended for further period i.e. from 30/10/2015 to 30/10/2017 with the same usual terms and conditions as mentioned in the previous NOC.

**General Deficiencies :**

***Regional Officer, HQ  
For and on behalf of chairman  
Haryana State Pollution Control Board***



Haryana State Pollution Control Board  
HEPC, Bays 63-66, Sector-2, Panchkula

No.  
To

HEPC/2017/509

Dated: 29.08.2017

M/s Ireo Hospitality Company Pvt. Ltd.  
(Formerly Known as M/s SU Estates Pvt. Ltd. & Associate Companies,) Sector-58, Village Ghata, Guargoan, Haryana.

**Sub: - Issue of Consent to Establish for extension from pollution angle.**

Please refer to your Consent to Establish for extension application received in this office on the subject noted above. Under the authority of the Haryana State Pollution Control Board vide its agenda item no. 47.8 dated 28.04.83 sanction to the issue of "Consent to Establish for extension" with respect to pollution control of Water and Air is hereby accorded to the unit for M/s Ireo Hospitality Company Pvt. Ltd., (Formerly Known as M/s SU Estates Pvt. Ltd. & Associate Companies,) Sector-58, Village Ghata, Guargoan, Haryana for establishment of Commercial Complex with the following terms and conditions: -

1. The industry has declared that the quantity of effluent shall be 0 KL/day for trade effluent, 0 KL/day for cooling, 780 KL/day for domestic and the same should not exceed.
2. The above "Consent to Establish for extension" of the Project is extended upto 03.09.2020 i.e. date of validity period of Environmental clearance. The unit will have to set up the plant and obtain consent during this period.
3. The officer/official of the Board shall have the right to access and inspection of the industry in connection with the various processes and the treatment facilities being provided simultaneously with the construction of building/machinery. The effluent should confirm the effluent standards as applicable.
4. That necessary arrangement shall be made by the industry for the control of Air Pollution before commissioning the plant. The emitted pollutants will meet the emission and other standards as laid/will be prescribed by the Board from time to time.
5. The applicant will obtain consent under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21/22 of the Air (Prevention & Control of Pollution) Act, 1981 as amended to-date-even before starting trial production.
6. The above Consent to Establish is further subject to the conditions that the unit complies with all the laws/rules/decisions and competent directions of the Board/Government and its functionaries in all respect before commissioning of the operation and during its actual working strictly.
7. No in-process or post-process objectionable emission or the effluent will be allowed, if the scheme furnished by the unit turns out to be defective in any actual experience.
8. The Electricity Department will give only temporary connection, if not granted earlier and permanent connection to the unit will be given after verifying the consent to operate granted by the Board, both under Water Act and Air Act.
9. Unit will raise the stack height of D.G. set/boiler as per Board's norms.

for [Signature]

10. Unit will maintain proper logbook of Water meter/sub meter before/after commissioning.
11. That, in the case of an industry or any other process the activity is located in an area approved and that in case the activity is sited in an residential or institutional or commercial or agriculture area, the necessary permission for sitting such industry and process in an residential or institutional or commercial or agriculture area or controlled area under Town and Country Planning laws CLU or Municipal laws has to be obtained from the competent authority in law permitting this deviation and be submitted in original with the request for consent to operate.
12. That, there shall no discharge directly or indirectly from the unit or the process into any interstate river or Yamuna River or River Ghaggar.
13. That, the industry or the unit concerned shall not sited within any prohibited distances according to the Environmental laws and rules, notification, orders and policies of Central Pollution Control Board and Haryana State Pollution Control Board.
14. That, if the unit is discharging its sewage or trade effluent into the public sewer meant to receive trade effluent from industries etc. then the permission of the Competent Authority owning and operating such public sewer should give permission letter to the unit and the same shall be submitted at time of applying for consent to operate.
15. That, if at any time, there is adverse report from any adjoining neighbor or any other aggrieved party or Municipal Committee or Zila Parishad or any other public body against the unit's pollution; the Consent to Establish so granted shall be revoked.
16. That all the financial dues required under the rules and policies of the Board have been deposited in full by the unit for this Consent to Establish.
17. In case of change of name from previous Consent to Establish granted, fresh fees for Consent to Establish shall be levied.
18. Industry should adopt water conservations measures to ensure minimum consumption of water in their process. Ground water based proposals of new industries should get clearance from Central Ground Water Authority for scientific development of previous resource.
19. That the unit will take all other clearances from concerned agencies, whenever required.
20. That the unit will not change its process without the prior permission of the Board.
21. That the consent to establish so granted will be invalid, if the unit falls in Aravali Area or non-conforming area.
22. That the unit will comply with the Hazardous waste management rules and will also make the non-leachate pit for storage of Hazardous waste and will undertake not to dispose the same except in the non-leachate sit in their own premises or with the authorized TSDF.
23. That the unit will submit an undertaking that it will comply with all the specific and general conditions as imposed in the above Consent to Establish within 30 days failing which Consent to Establish will be revoked.
24. That unit will obtain EIA from MOEF, if required at any stage.

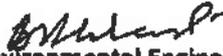
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25. In case of unit does not comply with the above conditions within the stipulated time frame then the Consent to Establish so granted, shall be revoked.

**Specific Conditions: --**

**Other Conditions: --**

1. The proposed unit will install adequate acoustic enclosures/chambers on their D.G. Sets with proper stack height as per prescribed norms to meet the prescribed standards under EP Rules, 1986.
2. The proposed unit will provide adequate effluent treatment plant/STP as proposed to meet the prescribed standards under EP rules, 1986.
3. The proposed unit will comply all the provisions of HW & OW Rules, 2016.
4. The proposed unit will install adequate Air Pollution Control Device on its stationery source of emission and shall comply the standards prescribed under EP Rules 1986 and amended till date.
5. The proposed unit will obtain prior consent to operate under Water Act 1974, Air Act 1981 and Authorization under HW & OW Rules 2016 before commissioning of the project.
6. Unit will neither generate trade effluent from its manufacturing process nor discharge any kind of trade effluent outside the premises.
7. Unit will install acoustic enclosure on its DG Set along with adequate stack height as per norms.
8. Unit will obtain necessary approvals from concerned departments.
9. Unit will not install tube well /bore well without the prior permission of CGWA.
10. Unit will not do any construction work in their project without obtaining valid renewed license from DTCP and the CTE granted to the unit will become null and void if unit fails to renew DTCP license.
11. Unit will comply all the terms and conditions of the previous CTE.

  
 Environmental Engineer  
 For Chairman  
 Haryana State Pollution Control Board

Endst. No.

Dated

A Copy of the above is forwarded to the Chairman, Haryana State Pollution Control Board, C-11, Sector-6, Panchkula for information and necessary action.

/  
 Environmental Engineer  
 For Chairman  
 Haryana State Pollution Control Board

**GOVERNMENT OF HARYANA  
STATE ENVIRONMENT IMPACT ASSESSMENT AUTHORITY HARYANA  
Bay No. 55-58, Prayatan Bhawan, Sector-2, PANCHKULA.**

No. SEIAA/HR/2016/ 00 :

Dated: .....

**CORRIGENDUM**

Attention is invited to the SEIAA Haryana Environment Clearance Letter No. SEIAA/HR/2013/619 dated 04.09.2013 issued for the Commercial Complex (13.95 Acres) at Sector-58, Village-Ghata, Tehsil-Sohna, Gurgaon, Haryana M/s SU Estate Pvt. Ltd. & Associate Companies, Regd. Office: A-11, 1st Floor, Neeti Bagh, New Delhi-110049. The following correction may be incorporated in the clearance letter of the company:

**For:** M/s SU Estate Pvt. Ltd. & Associate Companies,  
Regd. Office: A-11, 1st Floor, Neeti Bagh,  
New Delhi-110049

**Read:** M/s Ireo Hospitality Company Pvt. Ltd. & Associate Companies  
Orchid Centre, 5<sup>th</sup> Floor, Golf Course Road,  
Sector-53, Gurgaon, Haryana-122002

  
**Member Secretary,  
SEIAA Haryana**

**To:** M/s Ireo Hospitality Company Pvt. Ltd. & Associate Companies  
Orchid Centre, 5<sup>th</sup> Floor, Golf Course Road,  
Sector-53, Gurgaon, Haryana-122002

Endst. No. SEIAA/HR/2016/

Dated:.....

A copy of the above is forwarded to the following:

1. The Additional Director (IA Division), MoEF&CC, Gol, Indra Paryavaran Bhavan, Zor bagh Road-New Delhi.
2. The Regional office, Ministry of Environment, Forests & Climate Change, Govt. of India, Bay's no. 24-25, Sector 31-A, Dakshin Marg, Chandigarh.
3. The Chairman, Haryana State Pollution Control Board, C-11, Sector-6, Pk1.

**Member Secretary,  
SEIAA Haryana**

ORDER

Whereas Licence no. 107 of 2010 dated 20.12.2010 was granted to Commander Realtors Pvt. Ltd. & others to develop a Residential Plotted colony on the land measuring 140.338 acres in the revenue estate of village Behrampur, Ullahawas & Ghata, District Gurgaon. Further, in pursuant to this office Endst. No. LC-1952/PA(SN)/24388-99 dated 09.12.2012, the request of the Applicant Company regarding re-scheduling of licenced land under the policy dated 15.07.2015 has been considered and accordingly, the revised land schedule for an area measuring 140.338 acres was issued.

Now, as per your request dated 14.12.2015 received in this office on 07.01.2016 through the authorized signatory of Commander Realtors Pvt. Ltd., area measuring 0.50 acres (khasra no. 9//24/2 area 4 Kanal of village Ullawas) which is part of the license no. 107 of 2010 dated 20.12.2010 granted to you in collaboration with SU Estates Pvt. Ltd. is hereby de-licensed. The revised schedule of land for the above said licence no. 107 of 2010 dated 20.12.2010 for an area measuring 139.838 acres after excluding the de-licensed area of 0.50 acres is enclosed. The terms & conditions as stipulated in the above said license and terms & conditions of the agreement LC-IV and Bilateral Agreement executed with the Director General, Town and Country Planning, Haryana, Chandigarh shall remain unaltered, except the licensed area mentioned as 140.338 acres in the said agreements be read as 139.838 acres. The fee and charges paid against the said 0.50 acres land stand forfeited in accordance with the policy dated 17.06.2010.

The approval of Layout Plan/Zoning Plan accorded in favour of original license, stand cancelled and same is required to be got approved/ revised from the Competent Authority after omitting of the delicense area as per policy dated 28.01.2013.

*Sd/-***(ARUN KUMAR GUPTA)**

Director General, Town & Country Planning  
Haryana, Chandigarh

Dated:  
Chandigarh

**Endst. No . LC-1952(B)-III/PA(SN)-2016/ 9025-9041****Dated: 10/05/2016**

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

1. Commander Realtors Pvt. Ltd., C/o A-11, First Floor, Neeti Bagh, New Delhi alongwith copy of revised land schedule.
2. SU Estates Pvt. Ltd. C/o A-11, First Floor, Neeti Bagh, New Delhi
3. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
4. Chief Administrator, HUDA, Panchkula alongwith copy of agreement.
5. Chief Administrator, Housing Board, Panchkula.
6. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
7. Joint Director, Environment Haryana - Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
8. Addl. Director Urban Estates, Haryana, Panchkula.
9. Administrator, HUDA, Gurgaon.
10. Chief Engineer, HUDA, Gurgaon.
11. Superintending Engineer, HUDA, Gurgaon.
12. Land Acquisition Officer, Gurgaon.
13. Senior Town Planner, Gurgaon.
14. Senior Town Planner (Enforcement), Haryana, Chandigarh.
15. District Town Planner, Gurgaon alongwith copy of revised land schedule.
16. Accounts Officer, O/o DGTCP, Haryana along with a copy of revised land schedule.
17. Website Administrator to update the status on the website of the Department.

*Sd/-*

District Town Planner (HQ)  
For Director General, Town & Country Planning  
Haryana Chandigarh

1 **Land owned by Commander Realtors Pvt. Ltd. Distt. Gurgaon.**

Village	Rect. No.	Killa No.	Total Area		Area taken		
			K	M	K	M	
Ghata	40	14/2/1	1	12	1	12	
		14/2/2	2	16	2	16	
		15/1	2	18	2	18	
		17/2	7	12	7	12	
		18/1	8	0	8	0	
		22/1	0	3	0	3	
		23/1	0	9	0	9	
		24/1	0	8	0	8	
		41	11	7	12	7	12
			17/2/1	0	14	0	14
			19	8	0	8	0
			20	7	12	7	12
			21/1	5	1	5	1
			21/2	2	11	2	11
			22/1	4	16	4	16
	24/2		2	14	2	14	
	25/1		7	14	7	14	
	44		10/2	2	2	2	2
	45	11/2/1	1	18	1	18	
		1	7	11	7	11	
		2/1	5	11	5	11	
		4	7	4	7	4	
		5	7	11	7	11	
		6/1	4	0	4	0	
		6/2	4	0	4	0	
		7	7	12	7	12	
		10/1/2	2	13	2	13	
		11/4	5	6	5	6	
		14/1	3	12	3	12	
		17/1/2	1	11.5	1	11.5	
		20	8	0	8	0	
		21/1	4	9	4	9	
		21/2	3	11	3	11	
	46	6/1/1	1	16	1	16	
		6/1/2	1	12	1	12	
		6/2	3	11	3	11	
		7	7	11	7	11	
		8/1	4	11	4	11	
		15/1	0	13	0	13	
		15/2/1	1	5	1	5	
		15/2/4	0	13	0	13	
		15/2/5	0	13	0	13	
		15/2/6	0	13	0	13	
		15/2/8	1	1	1	1	
		16/1/1	0	4	0	4	
16/1/3		1	18	1	18		
16/2		1	7	1	7		
25		7	0	7	0		
48	12	7	12	7	12		
61	5	0	2	0	2		
62	1	2	18	2	18		
Behrampur	11	1/1	3	1	3	1	
		10/2/1	1	6	1	6	
		14	21/3	0	7	0	7
			22/2	1	12	1	12
		17	6/1	3	12	3	12
	15/2/1		2	0	2	0	
	18	1/2	4	13	4	13	
		2/1/2	0	6	0	6	
		2/2	4	0	4	0	
		9/2/1	2	0	2	0	
		10	8	0	8	0	
	32	12/1/1	0	2	0	2	
		17	8	0	8	0	
		18	9	18	9	18	
		23	6	8	6	8	
		24	8	0	8	0	
	34	3/1	2	4	2	4	
		4/1/1	2	13	2	13	
		4/1/2	5	3	5	3	
		7/2	3	7	3	7	
		14	4	9	4	9	
	Ullawas	23	11/2	2	9	2	9
			12	6	16	6	16
			13/1	6	14	6	14
			16/2/1	1	18	1	18
17/1			7	6	7	6	
18		8	0	8	0		
19/1		5	0	5	0		
19/2		1	5	1	5		
23/1		2	12	2	12		
24/1		0	8	0	8		
25		18	8	0	8	0	
		23/1	3	16	3	16	
		23/2	4	4	4	4	
		24/1	1	12	1	12	
		24/2	6	8	6	8	

1	<u>Commander Realtors Pvt. Ltd. Cont...</u>						
	Village	Rect. No.	Killa No.	Total Area		Area taken	
			K	M	K	M	
	Ullawas	29	1/2	7	0	7	0
			2/2	0	13	0	13
			3/1	5	14	5	14
			8	8	0	8	0
			9	8	0	8	0
			10	8	0	8	0
			11	8	0	8	0
			12	8	0	8	0
			13	8	0	8	0
			18	8	0	8	0
			19	8	0	8	0
			20/1	2	16	2	16
		30	5/2	5	11	5	11
						<b>425</b>	<b>6.5</b>
2	<u>Land owned by High Star Builders Pvt. Ltd.</u>						
	Behrampur	14	17/1/2	4	4	4	4
	Ghata	38	23/2	1	0	1	0
		47	14	3	5	1	5
						<b>6</b>	<b>9</b>
3	<u>Land owned by Fiverivers Developers Pvt. Ltd.</u>						
	Behrampur	14	6/2	1	4	1	4
			7	6	12	6	12
			14/1	3	16	3	16
			14/3	4	0	4	0
			15/1/1	0	11	0	11
			15/1/2	0	13	0	13
			17/1/1	3	8	3	8
			21/2	1	2	1	2
		15	25/2	5	18	5	18
		17	5	7	12	7	12
		18	1/1	3	4	3	4
		35	12/2	3	11	3	11
			13/1	1	7	1	7
			17/2	6	0	6	0
			18/1	6	16	6	16
			19/1	7	13	7	13
			20/2	1	2	1	2
			22/1	4	9	4	9
			22/3	0	8	0	8
			23/2	5	13	5	13
			24/1	6	0	6	0
		45	3/1	4	13	4	13
	Ghata	40	15/2	5	2	5	2
			16	8	0	8	0
			17/1	0	8	0	8
			25/1/1	6	4	6	4
		41	17/2/2	1	10	1	10
			24/1	5	6	5	6
	ullawas	24	6/2	6	9	6	9
			15/2	5	14	5	14
						<b>124</b>	<b>5</b>
4	<u>Land owned by Bulls Realtors Pvt. Ltd.</u>						
	Behrampur	2	22/1/1	0	12	0	3
			23/2	1	18	0	11
	Ghata	45	17/1/1	0	10.5	0	10.5
	Ullawas	22	16/3	0	13	0	13
			17	4	2	4	2
			24	2	19	2	19
		23	21/2/1	0	17	0	17
						<b>9</b>	<b>15.5</b>
5	<u>Land owned by Ornamental Realtors Pvt. Ltd.</u>						
	Behrampur	14	20	9	11	9	11
			21/1	5	9	5	9
		15	16	6	15	6	15
			25/1	0	17	0	17
						<b>22</b>	<b>12</b>
6	<u>Land owned by BTVS Buildwell Pvt. Ltd. (2/3) share &amp; Aspirant Builders Pvt. Ltd. (1/3) share</u>						
	Behrampur	13	16/2/1	1	7	1	7
			17/2/1	3	11	3	11
						<b>4</b>	<b>18</b>
7	<u>Land owned by Adson Software Pvt. Ltd. (1/6) share &amp; Aspirant Builders Pvt. Ltd. (5/6) share</u>						
	Behrampur	4	14	3	10	3	10
			17	7	1	7	1
			24	8	9	8	9
			26	0	8	0	8
		13	4	6	2	6	2
			5	2	16	2	16
						<b>28</b>	<b>6</b>

8	<u>Land owned by Buzz Hotels Pvt. Ltd.</u>							
	Village	Rect. No.	Killa No.	Total Area		Area taken		
				K	M	K	M	
	Behrampur	13	14	7	12	7	12	
			15	6	0	6	0	
						<b>13</b>	<b>12</b>	
9	<u>Land owned by Fiverivers Township Pvt. Ltd.</u>							
	Behrampur	13	16/1/2	1	12	1	12	
					17/1	3	16	3
	Ghata	38	18/1	1	11	1	11	
					22/2	4	19	4
	40		23/2	7	11	7	11	
					24/2	7	5	7
	45		2/2	2	0	2	0	
					8/1	5	13	5
			8/2	2	7	2	7	
			9/1	3	7	3	7	
			9/2	4	13	4	13	
			12/1	6	13	6	13	
			12/2	1	7	1	7	
			13/1	5	7	5	7	
			14/2	3	12	3	12	
						<b>61</b>	<b>13</b>	
10	<u>Land owned by BTVS Buildwell Pvt. Ltd. (365/1216 Share), Ornamental Realtors Pvt. Ltd. (773/1216 Share), Adson Software Pvt. Ltd. (78/1216 Share)</u>							
	Behrampur	13	24/1	0	12	0	12	
11	<u>Land owned by Fiverivers Buildcon Pvt. Ltd.</u>							
	Behrampur	45	7	7	15	7	15	
					19	7	7	7
	Ghata	38	20	7	7	7	7	
					21	8	0	8
	48		22	8	0	8	0	
					1	8	0	8
			2	6	3	6	3	
			9	7	12	7	12	
			10	8	0	8	0	
	49		5/2	2	12	2	12	
					6/1	3	11	3
						<b>74</b>	<b>7</b>	
12	<u>Land owned by Base Exports Pvt. Ltd. (43/253 Share), Buzz Hotels Pvt. Ltd. (177/253 Share), Aspirant Builders Pvt. Ltd. (31/253 Share) &amp; Bulls Realtors Pvt. Ltd. (2/253 Share)</u>							
	Behrampur	14	22/1	1	8	1	8	
					18	2/1/1	0	2
			19/2	4	19	4	19	
			20/2	2	0	2	0	
						<b>8</b>	<b>9</b>	
13	<u>Land owned by BTVS Buildwell Pvt. Ltd.</u>							
	Behrampur	2	11/3/1	2	8	2	8	
14	<u>Land owned by Adson Software Pvt. Ltd.</u>							
	Ghata	48	8/2/1	2	4	2	4	
					50	1/1	3	4
						<b>5</b>	<b>8</b>	
15	<u>Land owned by Hardcore Realtors Pvt. Ltd.</u>							
	Ghata	48	19/1	4	0	4	0	
					20/1	5	0	5
			51	5	8	8	0	
						<b>17</b>	<b>0</b>	
16	<u>Land owned by Fiverivers Developers Pvt. Ltd. (158/357 Share), Fiverivers Township Pvt. Ltd. (199/357 Share)</u>							
	Ghata	41	8/2	2	12	2	12	
					9/2	6	0	6
			12	8	0	8	0	
			46	15/2/7	1	5	1	5
						<b>17</b>	<b>17</b>	
17	<u>Land owned by Regal Green Lands Pvt. Ltd.</u>							
	Ghata	37	16	7	7	7	7	
					25	8	0	8
			48	11/2	5	5	5	5
			49	5/1	5	8	5	8
			60	6/2	2	5	2	5
			3/2/2	0	10	0	10	
			3/3/2	0	11	0	11	
	Ullawas	8	14/2	1	6	1	6	
					9	21/1/2	1	15
						<b>31</b>	<b>1</b>	

18	<u>Land owned by Regal Green Lands Pvt. Ltd. (5/7 Share), Auspicious Infrastructure Pvt. Ltd. (2/7 Share)</u>						
	Village	Rect. No.	Killa No.	Total Area		Area taken	
				K	M	K	M
	Ullawas	10	19/1	7	0	7	0
19	<u>Land owned by High Responsible Realtors Pvt. Ltd.</u>						
	Ullawas	22	16/1	0	13	0	13
			16/2	4	8	4	8
			25/1	5	2	5	2
		23	11/1	2	16	2	16
			20/2	2	6	2	6
			21/1/1	3	2	3	2
			22/1	1	1	1	1
						19	8
20	<u>Land owned by SU Estates Pvt. Ltd.</u>						
	Ullawas	9	17/1	4	14	4	14
			24/2	5	2	1	2
						5	16
21	<u>Land owned by High Star Builders Pvt. Ltd.(14/255 Share), Regal Green Lands Pvt. Ltd. (241/255 Share)</u>						
	Ullawas	8	14/1	2	10	2	10
			14/3	2	4	2	4
			15/2	1	1	1	1
			16	7	0	7	0
						12	15
22	<u>Land owned by High Star Builders Pvt. Ltd.(17/305 Share), Regal Green Lands Pvt. Ltd. (288/305 Share)</u>						
	Ullawas	9	20/2	2	0	2	0
			21/1/1	4	5	2	16
			27	0	13	0	12
						5	8
23	<u>Land owned by Fiverivers Township Pvt. Ltd. (226/394 Share), Fiverivers Develoeprs Pvt. Ltd. (39/394 Share), Fiverivers Buildcon Pvt. Ltd. (129/394 Share)</u>						
	Behrampur	45	3/2	6	2	6	2
			4	8	0	8	0
						14	2
24	<u>Land owned by Fiverivers Developers Pvt. Ltd. (348/492 Share), Fiverivers Township Pvt. Ltd. (99/492 Share), Bulls Realtors Pvt. Ltd. (45/492 Share)</u>						
	Ghata	45	16/3	6	5	6	5
			17/2	5	16	5	16
			24/1	7	13	7	13
			25/1	1	9	1	9
						21	3
25	<u>Land owned by Bulls Realtors Pvt. Ltd. (31/216 Share), Adson Software Pvt. Ltd. (185/216 Share)</u>						
	Ghata	45	10/2/2	1	9	1	9
			11/1	0	2	0	2
						1	11
26	<u>Land owned by Fiverivers Township Pvt. Ltd. (505/673 Share), Bulls Realtors Pvt. Ltd. (101/673 Share), Adson Software Pvt. Ltd. (67/673 Share)</u>						
	Ghata	41	13/1	4	18	4	18
			18/2	4	16	4	16
			22/2	3	4	3	4
			23/1	4	16	4	16
		45	3	7	11	7	11
		48	3/1/2	5	6	5	6
			8/1	3	2	3	2
						33	13
27	<u>Land owned by Hardcore Realtors Pvt. Ltd. (1/9 Share) &amp; Adson Software Pvt. Ltd. ( 8/9 Share)</u>						
	Ghata	37	17	7	7	7	7
			23/1	3	2	2	15
			24/1	3	3	3	3
						13	5
28	<u>Land owned by Ornamental Realtors Pvt. Ltd.(250/928 Share), Adson Software Pvt. Ltd.( 525/928 Share) &amp; Hardcore Realtors Pvt. Ltd. (153/928 Share)</u>						
	Ghata	49	6/3	2	4	2	4



## Directorate of Town & Country Planning, Haryana

Aayojna Bhawan, Madhya Marg, Sector 18A, Chandigarh.

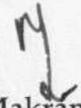
Phone : 0172-2549349 Email: [tcpharyana7@gmail.com](mailto:tcpharyana7@gmail.com)

Website: <http://tcpharyana.gov.in>

### CORRIGENDUM

Whereas, an area measuring 1.58125 acres and 1.43125 acres was de-licenced from licence no. 63 of 2009 dated 03.11.2009 and 107 of 2010 dated 20.12.2010, granted for development of residential plotted colony in Sector-58 to 61, Gurugram, vide orders dated 16.06.2017. The net area available in the above licences was 108.5625 acres and 138.406 acres respectively after excluding the area de-licenced vide above said orders.

And whereas, in above said orders, it was mentioned that on account of above de-licencing, all the sanctions/approvals pertaining to both the licences stands annulled ab-initio. Actually, all the approvals granted by the Department are to be considered for the remaining area i.e. 108.5625 acres and 138.406 acres for licence no. 63 of 2009 dated 03.11.2009 and 107 of 2010 dated 20.12.2010 respectively. This clarification is being issued subject to the condition that the company shall get the revised layout plan of the entire colony approved in accordance with the actual area available in the licences involved in the colony.

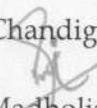
  
 (K. Makrand Pandurang, IAS)  
 Director,  
 Town & Country Planning  
 Haryana Chandigarh

Endst. No. LC-1952 Vol-II-JE(VA)-2021/ 788

Dated: 10-01-2022

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

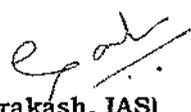
1. Commander Realtors Pvt. Ltd., C-4. 1st Floor, Malviya Nagar, New Delhi-110017.
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HSVP, Panchkula.
4. Chief Administrator, Housing Board, Panchkula.
5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
6. Joint Director, Environment Haryana-Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
7. Addl. Director Urban Estates, Haryana, Panchkula.
8. Administrator, HSVP, Gurugram.
9. Chief Engineer, HSVP, Gurugram.
10. Superintending Engineer, HSVP, Gurugram.
11. Land Acquisition Officer, Gurugram.
12. Senior Town Planner, Gurugram.
13. Senior Town Planner (Enforcement), Haryana, Chandigarh.
14. District Town Planner, Gurugram.
15. Chief Accounts Officer (Monitoring) O/o DTCP, Haryana.
16. Accounts Officer, O/o Director, Town & Country Planning, Haryana, Chandigarh.

  
 (Amit Madholia)  
 District Town Planner (HQ)  
 For: Director, Town & Country Planning  
 Haryana, Chandigarh

In pursuance of this office Endst. No. LC-1952B-DS(R)-2010/17650 dated 20.12.2010 vide which license no. 107 of 2010 dated 20.12.2010 was granted for an area measuring 140.356 acres for setting up a Residential Plotted-cum-Group Housing Colony at village Behrampur, Ghata, Ullahwas in Sector-58, 61 65 & 66, Gurugram Manesar Urban Complex, exchange of licence land among licenced colonies was permitted vide this office order dated 25.10.2011. After that transfer of licence under Rule 17 of HDR Rules, 1976 from individual land owners to land owing companies was granted vide order dated 04.12.2013. Re-scheduling of licenced land between Group housing and plotted colonies of various projects including above licence was granted vide order dated 09.12.2015. De-licence of an area measuring 0.50 acres comprising khasra no. 9//24/2 (4-0) of village Ullawas Distt. Gurugram was permitted vide order dated 10.05.2016 and revised schedule of licence land was issued alongwith the said orders. Whereas now request dated 17.01.2017 for de-licensing of an area measuring 1.43125 acres from above licence has been received. The de-licensing of said license no. 107 of 2010 is hereby allowed. The fee & charges including EDC paid for an area 1.43125 acres against the said license stands forfeited in accordance with the policy dated 17.06.2010.

As a consequence of said De-Licensing, all sanctions/approvals pertaining to license no. 107 of 2010 hereby stand annulled ab-initio.

Dated: The \_\_\_\_\_  
Chandigarh

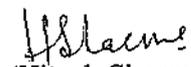
  
(T. L. Satyaprakash, IAS)  
Director, Town & Country Planning  
Haryana, Chandigarh *msd*  
Email: [tcphrv@gmail.com](mailto:tcphrv@gmail.com).

Endst. No. LC-1952-B-Voll-III-JE (MS)-2017/13461

Dated:- 16/6/17

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

1. Commander Realtors Pvt. Ltd., A-11, 1<sup>st</sup> Floor, Neeti Bagh, New Delhi.
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HUDA, Panchkula.
4. Chief Administrator, Housing Board, Panchkula.
5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
6. Joint Director, Environment Haryana - Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
7. Addl. Director Urban Estates, Haryana, Panchkula.
8. Administrator, HUDA, Gurugram.
9. Chief Engineer, HUDA, Gurugram.
10. Superintending Engineer, HUDA, Gurugram.
11. Land Acquisition Officer, Gurugram.
12. Senior Town Planner, Gurugram.
13. Senior Town Planner (Enforcement), Haryana, Chandigarh.
14. District Town Planner, Gurugram.
15. Chief Accounts Officer (Monitoring) O/o DTCP, Haryana.
16. Accounts Officer, O/o Director, Town & Country Planning, Haryana, Chandigarh.
17. Project Manager (IT) O/o DTCP for updating the status on Departmental Website.

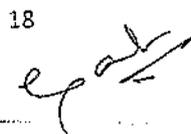
  
(Hitesh Sharma)  
District Town Planner (HQ)  
For Director, Town and Country Planning  
Haryana, Chandigarh.

## Revised Land Schedule

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## 1 Land owned by Commander Realtors Pvt. Ltd. District Gurgaon.

Village	Rect. No.	Killa No.	Total Area		Taken Area		
			K	M	K	M	
Ghata	40	14/2/1	1	12	1	12	
		14/2/2	2	16	2	16	
		15/1	2	18	2	18	
		17/2	7	12	7	12	
		18/1	8	0	8	0	
		22/1	0	3	0	3	
		23/1	0	9	0	9	
		24/1	0	8	0	8	
		41	11	7	12	7	12
			17/2/1	0	14	0	14
	19		8	0	8	0	
	20		7	12	7	12	
	21/1		5	1	5	1	
	21/2		2	11	2	11	
	22/1		4	16	4	16	
	24/2		2	14	2	14	
	25/1		7	14	7	14	
	44		10/2	2	2	2	2
		11/2/1	1	18	1	18	
	45	1	7	11	7	11	
		2/1	5	11	5	11	
		4	7	4	7	4	
		5	7	11	7	11	
		6/1	4	0	4	0	
		6/2	4	0	4	0	
		7	7	12	7	12	
		10/1/2	2	13	2	13	
		11/4	5	6	5	6	
		14/1	3	12	3	12	
	46	17/1/2	1	11.5	1	11.5	
		20	8	0	8	0	
		21/1	4	9	4	9	
		21/2	3	11	3	11	
		6/1/1	1	16	1	16	
		6/1/2	1	12	1	12	
		6/2	3	11	3	11	
		7	7	11	7	11	
		8/1	4	11	4	11	
		15/1	0	13	0	13	
	48	15/2/1	1	5	1	5	
15/2/4		0	13	0	13		
15/2/5		0	13	0	13		
15/2/6		0	13	0	13		
15/2/8		1	1	1	1		
16/1/1		0	4	0	4		
16/1/3		1	18	1	18		
16/2		1	7	1	7		
25		7	0	7	0		
48		12	7	12	7	12	
61	5	0	2	0	2		
62	1	2	18	2	18		


  
 D.T.C.P.(Hr.)

Village	Rect. No.	Killa No.	Total Area		Taken Area		
			K	M	K	M	
Behrampur	11	1/1	3	1	3	1	
		10/2/1	1	6	1	6	
	14	21/3	0	7	0	7	
		22/2	1	12	1	12	
	17	6/1	3	12	3	12	
		15/2/1	2	0	2	0	
	18	1/2	4	13	2	16	
		2/1/2	0	6	0	6	
		2/2	4	0	1	6	
	32	10	8	0	3	4	
		17	8	0	8	0	
		18	9	18	9	18	
		23	6	8	6	8	
	34	24	8	0	8	0	
		3/1	2	4	2	4	
		4/1/1	2	13	2	13	
	Ullawas	10	4/1/2	5	3	5	3
			7/2	3	7	3	7
		23	14	4	9	4	9
11/2			2	9	2	9	
25		12	6	16	6	16	
		13/1	6	14	6	14	
		16/2/1	1	18	1	18	
		17/1	7	6	7	6	
		18	8	0	8	0	
		19/1	5	0	5	0	
		19/2	1	5	1	5	
		23/1	2	12	2	12	
		24/1	0	8	0	8	
		18	8	0	8	0	
29		23/1	3	16	3	16	
		23/2	4	4	4	4	
		24/1	1	12	1	12	
		24/2	6	8	6	8	
		1/2	7	0	7	0	
		2/2	0	13	0	13	
	3/1	5	14	5	14		
	8	8	0	8	0		
	9	8	0	8	0		
	10	8	0	8	0		
30	11	8	0	8	0		
	12	8	0	8	0		
	13	8	0	8	0		
	18	8	0	8	0		
	19	8	0	8	0		
	20/1	2	16	2	16		
	5/2	5	11	5	11		
Total			413	17.5			

*[Signature]*  
D.T.C.I.(Hr.)

## 2 Land owned by High Star Builders Pvt. Ltd.

Bhrampur	14	17/1/2	4	4	4	4
Ghata	38	23/2	1	0	1	0
	47	14	3	5	1	5
					<b>Total</b>	<b>6 9</b>

## 3 Land owned by Fiverivers Developers Pvt. Ltd.

Behrampur	14	6/2	1	4	1	4
		7	6	12	6	12
		14/1	3	16	3	16
		14/3	4	0	4	0
		15/1/1	0	11	0	11
		15/1/2	0	13	0	13
		17/1/1	3	8	3	8
		21/2	1	2	1	2
	15	25/2	5	18	5	18
	17	5	7	12	7	12
	18	1/1	3	4	3	4
	35	12/2	3	11	3	11
		13/1	1	7	1	7
		17/2	6	0	6	0
		18/1	6	16	6	16
		19/1	7	13	7	13
		20/2	1	2	1	2
		22/1	4	9	4	9
		22/3	0	8	0	8
		23/2	5	13	5	13
		24/1	6	0	6	0
	45	3/1	4	13	4	13
Ghata	40	15/2	5	2	5	2
		16	8	0	8	0
		17/1	0	8	0	8
		25/1/1	6	4	6	4
	41	17/2/2	1	10	1	10
		24/1	5	6	5	6
Ullawas	24	6/2	6	9	6	9
		15/2	5	14	5	14
					<b>Total</b>	<b>124 5</b>

## 4 Land owned by Bulls Realtors Pvt. Ltd.

Behrampur	2	22/1/1	0	12	0	3
		23/2	1	18	0	11
Ghata	45	17/1/1	0	10.5	0	10.5
Ullawas	22	16/3	0	13	0	13
		17	4	2	4	2
		24	2	19	2	19
	23	21/2/1	0	17	0	17
					<b>Total</b>	<b>9 15.5</b>

*[Signature]*  
D.T.C.A (Hr.)

5 Land owned by Ornamental Realtors Pvt. Ltd.						
Behrampur	14	20	9	11	9	11
		21/1	5	9	5	9
	15	16	6	15	6	15
		25/1	0	17	0	17
				Total	22	12
6 Land owned by BTVS Buildwell Pvt. Ltd. (2/3 Share), & Aspirant Builders Pvt. Ltd. (1/3 Share).						
Behrampur	13	16/2/1	1	7	1	7
		17/2/1	3	11	3	11
				Total	4	18
7 Land owned by Adson Software Pvt. Ltd. (1/6 Share), & Aspirant Builders Pvt. Ltd. (5/6 Share).						
Behrampur	4	14	3	10	3	10
		17	7	1	7	1
		24	8	9	8	9
		26	0	8	0	8
	13	4	6	2	6	2
		5	2	16	2	16
				Total	28	6
8 Land owned by Buzz Hotels Pvt. Ltd.						
Behrampur	13	14	7	12	7	12
		15	6	0	6	0
				Total	13	12
9 Land owned by Fiverivers Township Pvt. Ltd.						
Behrampur	13	16/1/2	1	12	1	12
		17/1	3	16	3	16
Ghata	38	18/1	1	11	1	11
	40	22/2	4	19	4	19
		23/2	7	11	7	11
		24/2	7	5	7	5
	45	2/2	2	0	2	0
		8/1	5	13	5	13
		8/2	2	7	2	7
		9/1	3	7	3	7
		9/2	4	13	4	13
		12/1	6	13	6	13
		12/2	1	7	1	7
		13/1	5	7	5	7
		14/2	3	12	3	12
				Total	61	13
10 Land owned by BTVS Buildwell Pvt. Ltd. (365/1216 Share), Ornamental Realtors Pvt. Ltd. (773/1216 Share) Adson Software Pvt. Ltd. (78/1216 Share).						
Behrampur	13	24/1	0	12	0	12

*[Signature]*  
D.T.C.P.(Hr.)

## 11 Land owned by Five Rivers Buildcon Pvt. Ltd.

Behrampur	45	7	7	15	7	15
Ghata	38	19	7	7	7	7
		20	7	7	7	7
		21	8	0	8	0
		22	8	0	8	0
48	1	8	0		8	0
	2	6	3		6	3
	9	7	12		7	12
	10	8	0		8	0
49	5/2	2	12		2	12
	6/1	3	11		3	11
					Total	74 7

## 12 Land owned by Base Exports Pvt. Ltd. (43/253 Share), Buzz Hotels Pvt. Ltd. (177/253 Share) Aspirant Builders Pvt. Ltd. (31/253 Share) &amp; Bulls Realtors Pvt. Ltd. (2/253 Share).

Behrampur	14	22/1	1	8	1	8
	18	2/1/1	0	2	0	2
		19/2	4	19	4	19
		20/2	2	0	2	0
					Total	8 9

## 13 Land owned by BTVS Buildwell Pvt. Ltd.

Behrampur	2	11/3/1	2	8	2	8
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## 14 Land owned by Adson Software Pvt. Ltd.

Ghata	48	8/2/1	2	4	2	4
	50	1/1	3	4	3	4
					Total	5 8

## 15 Land owned by Hardcore Realtors Pvt. Ltd.

Ghata	48	19/1	4	0	4	0
		20/1	5	0	5	0
	51	5	8	0	8	0
					Total	17 0

## 16 Land owned by Fiverivers Developers Pvt. Ltd. (158/357 Share), &amp; Fiverivers Township Pvt. Ltd. (199/357 Share).

Ghata	41	8/2	2	12	2	12
		9/2	6	0	6	0
		12	8	0	8	0
	46	15/2/7	1	5	1	5
					Total	17 17

## 17 Land owned by Regal Green Lands Pvt. Ltd.

Ghata	37	16	7	7	7	7
		25	8	0	8	0
	48	11/2	5	5	5	5
	49	5/1	5	8	5	8
		6/2	2	5	2	5
	60	3/2/2	0	10	0	10
		3/3/2	0	11	0	11
Ullawas	8	14/2	1	6	1	6
	9	21/1/2	1	15	0	9
					Total	31 1

*[Signature]*  
D.T.C.R.(Hr.)

18 Land owned by Regal Green Lands Pvt. Ltd. (5/7 Share), & Auspicious Infrastructure Pvt. Ltd. (2/7 Share).

Ullawas	10	19/1	7	0	7	0
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19 Land owned by High Responsible Realtors Pvt. Ltd.

Ullawas	22	16/1	0	13	0	13
		16/2	4	8	4	8
		25/1	5	2	5	2
	23	11/1	2	16	2	16
		20/2	2	6	2	6
		21/1/1	3	2	3	2
		22/1	1	1	1	1
					Total	19 8

20 Land owned by Su-Estates Pvt. Ltd.

Ullawas	9	17/1	4	14	4	14
		24/2	5	2	1	2
					Total	5 16

21 Land owned by High Star Builders Pvt. Ltd. (14/255 Share), & Regal Green Lands Pvt. Ltd. (241/255 Share).

Ullawas	8	14/1	2	10	2	10
		14/3	2	4	2	4
		15/2	1	1	1	1
		16	7	0	7	0
					Total	12 15

22 Land owned by High Star Builders Pvt. Ltd. (17/305 Share), & Regal Green Lands Pvt. Ltd. (288/305 Share).

Ullawas	9	20/2	2	0	2	0
		21/1/1	4	5	2	16
		27	0	13	0	12
					Total	5 8

23 Land owned by Fiverivers Township Pvt. Ltd. (226/394 Share), Fiverivers Developers Pvt. Ltd. (39/394 Share), & Fiverivers Buildcon Pvt. Ltd. (129/394 Share).

Behrampur	45	3/2	6	2	6	2
		4	8	0	8	0
					Total	14 2

24 Land owned by Fiverivers Developers Pvt. Ltd. (348/492 Share), Fiverivers Township Pvt. Ltd. (99/492 Share), & Bulls Realtors Pvt. Ltd. (45/492 Share).

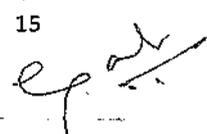
Ghata	45	16/3	6	5	6	5
		17/2	5	16	5	16
		24/1	7	13	7	13
		25/1	1	9	1	9
					Total	21 3

25 Land owned by Bulls Realtors Pvt. Ltd. (31/216 Share), & Adson Software Pvt. Ltd. (185/216 Share).

Ghata	45	10/2/2	1	9	1	9
		11/1	0	2	0	2
					Total	1 11

*[Signature]*  
D.T.C.P.(Hr.)  
*[Signature]*

26 Land owned by Fiverivers Township Pvt. Ltd. (505/673 Share), Bulls Realtors Pvt. Ltd. (101/673 Share), & Adson Software Pvt. Ltd. (67/673 Share).						
Ghata	41	13/1	4	18	4	18
		18/2	4	16	4	16
		22/2	3	4	3	4
		23/1	4	16	4	16
	45	3	7	11	7	11
	48	3/1/2	5	6	5	6
		8/1	3	2	3	2
					Total	33 13
27 Land owned by Hardcore Realtors Pvt. Ltd. (1/9 Share), & Adson Software Pvt. Ltd. (8/9 Share).						
Ghata	37	17	7	7	7	7
		23/1	3	2	2	15
		24/1	3	3	3	3
					Total	13 5
28 Land owned by Ornamental Realtors Pvt. Ltd. (250/928 Share), Adson Software Pvt. Ltd. (525/928 Share). & Hardcore Realtors Pvt. Ltd. (153/928 Share).						
Ghata	49	6/3	2	4	2	4
29 Land owned by Golden View Builders Pvt. Ltd.						
Behrampur	32	25	8	0	4	1
	34	5/1	7	16	3	19
					Total	8 0
30 Land owned by BTVS Buildwell Pvt. Ltd. (1/3 Share), Auspicious Infrastructure Pvt. Ltd. (1/6 Share), Nathi S/o Makhhan (1/3 Share), & Rajpal S/o Medan (1/6 Share).						
Ullawas	10	2/2	4	8	4	8
		3	7	19	7	19
					Total	12 7
31 Land owned by Attar Singh S/o Maden.						
Ullawas	5	16/1	3	12	3	12
32 Land owned by Rajpal S/o Medan (1/2 Share), Lakmi Chand, Brahm Singh, Sanjay Ss/o Ram Kishan (1/6 Share), & Bir Singh, Sri Pal, Brahm Singh Ss/o Chandi (1/3 Share).						
Ullawas	10	8/2	6	0	6	0
33 Land owned by Lakmi Chand, Brahm Singh, Sanjay Ss/o Ram Kishan (3/4 Share), & Attar Singh S/o Maden (1/4 Share).						
Ullawas	10	13/2	3	10	3	10
34 Land owned by Virender Kumar S/o Satpal.						
Ullawas	5	11	2	7	2	7
		19/1	2	0	2	0
					Total	4 7
35 Land owned by Nathi S/o Makhhan (535/990 Share), Rajpal S/o Medan (165/990 Share), Lal Chand S/o Man Singh (165/990 Share), & Charan Singh S/o Gyan Singh (125/990 Share).						
Ullawas	9	9/2	4	13	4	13
		10/2	4	18	4	18
		11	8	0	8	0
		12	7	4	7	4
					Total	24 15

  
 D.T.C.P.(Rr.)

## 36 Land owned by Nathi S/o Makhan.

Ullawas	9	8/2/2	0	9	0	9
		8/3/2	0	7	0	7
		13/1	1	2	1	2
		18/2	1	19	0	11
		19/1	2	3	1	11
					<b>Total</b>	<b>4 0</b>

## 37 Land owned by Rajpal S/o Medan.

Ullawas	10	13/1	3	6	3	6
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## 38 Land owned by Lekha S/o Munshi.

Ullawas	25	8/2/2	6	3	6	3
		17	8	0	8	0
					<b>Total</b>	<b>14 3</b>

## 39 Land owned by Nathi adopt. Makhan (1/2 Share), &amp; Attar Singh, Rajpal Ss/o Medan (1/2 Share).

Ullawas	5	18/2	5	3	1	9
		23	7	8	6	19
					<b>Total</b>	<b>8 8</b>

## 40 Land owned by Nathi adopt. Makhan (83/206 Share), Attar Singh S/o Medan (83/206 Share), &amp; Rajpal S/o Medan (40/206 Share).

Ullawas	5	16/2/2	3	13	3	10
		17/2	6	13	3	16
					<b>Total</b>	<b>7 6</b>

## 41 Land owned by Nathi adopt. Makhan (101/267 Share), Attar Singh, Rajpal Ss/o Medan (102/267 Share), &amp; Kesar Singh S/o Bhikah Singh (64/267 Share).

Ullawas	10	9/2	6	0	6	0
		12	7	7	7	7
					<b>Total</b>	<b>13 7</b>

## 42 Land owned by Satpal, Anup Ss/o Khemu (1/3 Share), Ganeshi S/o Surjan (1/3 Share), &amp; Jai Bhagwan S/o Ganpat (1/3 Share).

Ullawas	9	16	8	0	8	0
	10	11min	0	1	0	1
		20	7	8	7	8
					<b>Total</b>	<b>15 9</b>

Grand Total 1107 5 Or 138.406 Acres.

*[Signature]*  
 Director  
 Town and Country Planning,  
 Maryana, Chandigarh  
*[Signature]*

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REGD.

FORM BR-VII  
(See Code 4.10(2), (4) and (5))  
Form of Occupation Certificate

From

Director,  
Town & Country Planning Department, Haryana,  
Nagar Yojana Bhavan, Plot No. 3, Block-A,  
Sector-18-A, Madhya Marg, Chandigarh.  
Tele-Fax: 0172-2548475; Tel.: 0172-2549851,  
E-mail: tcpharyana7@gmail.com  
Website www.tcpharyana.gov.in

To

Ireo Hospitality Company Pvt. Ltd. & others,  
Ireo Campus, Archview Drive,  
Ireo City, Golf Course Extension Road,  
Gurugram-122101.

Memo No. ZP-474/JD(RD)/2019/26079 Dated: - 23-10-2019

Whereas Ireo Hospitality Company Pvt. Ltd. & others has applied for the issue of an occupation certificate on 03.04.2019 in respect of the building described below: -

## DESCRIPTION OF BUILDING

City: Gurugram: -

- Licence No. 29 of 2008 dated 17.02.2008, Licence No. 30 of 2008 dated 17.02.2008, Licence No. 140 of 2008 dated 12.07.2008, Licence No. 63 of 2009 dated 03.11.2009 & Licence no. 107 of 2010 dated 20.12.2010.
- Total area of the Commercial Colony measuring 13.95 acres.
- Sector-58, Gurugram.
- Indicating description of building, covered area, towers, nature of building etc.

Tower/Block No.	No. of Floors	FAR Sanctioned		FAR Achieved	
		Area in Sqm.	%	Area in Sqm.	%
Office Tower	Ground Floor to 29 <sup>th</sup> Floor	29562.411	52.366	29026.572	51.417
Retail Block	Ground floor to 2 <sup>nd</sup> Floor	14699.614	26.038	20036.491	35.492
Hotel Block	Ground Floor to 33 <sup>rd</sup> Floor	51648.170	91.488	52215.290	92.492
Total		95910.195	169.892	101278.353	179.401
Non-FAR area in Sqm.					
		Sanctioned		Achieved	
Basement-1		30004.220		29456.732	
Basement-2		39077.961		35522.516	
Basement-3		36175.158		36617.409	
Ancillary uses (Metering Room, HT/Switch Room & HT Panel Room)		140.995		131.718	
Guard room		23.120		37.054	
Surface Staircase		56.799		71.470	
Security Portal-1		-		59.275	
Security Portal-2		-		59.275	

I hereby grant permission for the occupation of the said buildings, after considering NOC from fire safety issued by Director General, Fire Service, Haryana, Panchkula, Environment Clearance issued by State Environment Impact Assessment Authority, Haryana, Structure Stability Certificate given by Sh. Rony Johnson, M.Tech. (Structure Engineer), Public Health Functional reports received from Chief Engineer-I, HSVP, Panchkula & Certificate of Registration of lift issued by Inspector of Lifts-cum-Executive Engineer, Electrical Inspectorate, Haryana and after charging the composition charges amount of ₹ 4,12,28,691/- for the variations vis-à-vis approved building plans with following conditions:-

1. The building shall be used for the purposes 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 of the licence.
2. That you shall abide by the provisions of Haryana Apartment Ownership Act, 1983 and Rules framed thereunder. All the commercial spaces for which occupation certificate is being granted shall have to be compulsorily registered and a deed of declaration will have to be filed by you within the time schedule as prescribed under the Haryana Apartment Ownership Act 1983. Failure to do so shall invite legal proceedings under the statute.
3. That you shall apply for the connection for disposal of sewerage, drainage from HSVP as and when the services are made available, within 15 days from its availability. You shall also maintain the internal services to the satisfaction of the Director till the colony is handed over after granting final completion.
4. That you shall be fully responsible for supply of water, disposal of sewerage and storm water of your colony till these services are made available by HSVP/GMDA/State Government as per their scheme.
5. That in case some additional structures are required to be constructed as decided by HSVP at later stage, the same will be binding upon you.
6. That you shall maintain roof top rain water harvesting system properly and keep it operational all the time as per the provisions of Haryana Building Code, 2017.
7. The basements and stilt shall be used as per provisions of approved zoning plan and building plans.
8. That the outer facade of the buildings shall not be used for the purposes of advertisement and placement of hoardings.
9. That you shall neither erect nor allow the erection of any Communication and Transmission Tower on top of the building blocks.
10. That you shall comply with all the stipulations mentioned in the Environment clearance issued by State Environment Impact Assessment Authority, Haryana Vide No. SEIAA/HR/2013/619 dated 04.09.2013.
11. That you shall comply with all conditions laid down in the Memo. No. FS/2019/240 dated 24.09.2019 of the Director General, Fire Service, Haryana, Panchkula with regard to fire safety measures.
12. You shall comply with all the conditions laid down in Form-D issued by Inspector of Lifts-cum-Executive Engineer, Electrical Inspectorate, Haryana, HSVP Primary School Building, Block-C-2, Sushant Lok-I, Gurugram.
13. The day & night marking shall be maintained and operated as per provision of International Civil Aviation Organization (ICAO) standard.
14. That you shall use Light-Emitting Diode lamps (LED) in the building as well as street lighting.
15. That you shall impose a condition in the allotment/possession letter that the allottee shall use Light-Emitting Diode lamps (LED) for internal lighting, so as to conserve energy.
16. That you shall apply for connection of Electricity within 15 days from the date of issuance of occupation certificate and shall submit the proof of submission thereof to this office. In case the electricity is supplied through Generators then the tariff charges should not exceed the tariff being charged by DHBVN.
17. That provision of parking shall be made within the area earmarked/designated for parking in the colony and no vehicle shall be allowed to park outside the premises.
18. That you shall obtain the water connection from GMDA within 30 days of issuance of this letter.
19. That you shall submit the final rating certificate from GRIHA Council as per GRIHA provisional certificate dated 09.10.2019. The same shall be submitted within 12 months after the building is fully commissioned and operated as the design intent. However, if the final rating achieved is lesser than as evaluated in the certificate dated 09.10.2019, you shall get the additional FAR compounded acquired by you, at ten times the rates of EDC applicable at the time of submission of the certificate from GRIHA Council.
20. Any violation of the above said conditions shall render this occupation certificate null and void.

  
 (K. Makrand Pandurang, IAS)  
 Director, Town & Country Planning,  
 Haryana, Chandigarh.

Endst. No. ZP-474/JD(RD)/2019/\_\_\_\_\_

Dated: - \_\_\_\_\_

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

1. The Director General, Fire Service, Haryana, Panchkula with reference to his office Memo No. FS/2019/240 dated 24.09.2019 vide which no objection certificate for occupation of the above-referred buildings have been granted. It is requested to ensure compliance of the conditions imposed by your letter under reference. Further in case of any lapse by the owner, necessary action as per rules should be ensured. In addition to the above, you are requested to ensure that adequate fire fighting infrastructure is created at Gurugram for the high-rise buildings and concerned Fire Officer will be personally responsible for any lapse/violation.

2. Chief Engineer-I, HSVP, Panchkula with reference to his office memo no. 163495 dated 09.09.2019 & memo no. 163364 dated 09.09.2019.
3. Senior Town Planner, Gurugram with reference to his office memo. no. 4811 dated 19.09.2019.
4. District Town Planner, Gurugram with reference to his office Endst. No. 9833 dated 17.09.2019.
5. District Town Planner (Enf.), Gurugram.
6. Nodal Officer, website updation.

(Sanjay Kumar)  
District Town Planner (HQ),  
For: Director, Town and Country Planning,  
Haryana, Chandigarh.



## HARYANA STATE POLLUTION CONTROL BOARD

Gurgaon North Vikas Sadan, 1st Floor, Near DC Court, Gurgaon Ph.0124-2332775 Email:-  
hspcbrogrn@gmail.com  
E-mail: hspcb@hry.nic.in



No. HSPCB/Consent/ : 329962321GUNOCTO15703190

Dated:08/11/2021

To.

M/s :Ireo Hospitality Company Private Limited.  
Commercial Complex, Sector 58, Village Ghata, Gurgaon

Subject: Grant of consent to operate to M/s Ireo Hospitality Company Private Limited..

Please refer to your application no. 15703190 received on dated 2021-09-04 in regional office Gurgaon North. With reference to your above application for consent to operate, M/s Ireo Hospitality Company Private Limited. is here by granted consent as per following specification/Terms and conditions.

<b>Consent Under</b>	BOTH
<b>Period of consent</b>	01/10/2021 - 30/09/2026
<b>Industry Type</b>	Building and Construction projects having waste water generation more than 100 KLD in respective of their built-up area
<b>Category</b>	RED
Investment(In Lakh)	65080.0
Total Land Area(Sq. meter)	56453.35
Total Builtup Area(Sq. meter)	239802.7
<b>Quantity of effluent</b>	
1. Trade	0.0 KL/Day
2. Domestic	780.0 KL/Day
Number of outlets	1.0
<b>Mode of discharge</b>	
1. Domestic	Reuse/Recycle
2. Trade	
<b>Domestic Effluent Parameters</b>	
1. BOD	30 mg/l
2. COD	250 mg/l
3. TSS	100 mg/l
4. O&G	10 mg/l
<b>Trade Effluent Parameters</b>	
1. NA	
Number of stacks	3
<b>Height of stack</b>	

1. Stack of 2000X6 KVA DG Sets	6 Meter (Above roof level)
2. Stack of 1500X1 KVA DG Sets	6 Meter (Above roof level)
3. Stack of 500X1 KVA DG Sets	6 Meter (Above roof level)
<b>Emission parameters</b>	
1. NA	
<b>Product Details</b>	
1. Commercial Complex	Metric Tonnes/day
<b>Capacity of boiler</b>	
1. NA	Ton/hr
<b>Type of Furnace</b>	
1. NA	
<b>Type of Fuel</b>	
1. Diesel	2.5 KL/day
<b>Raw Material Details</b>	
Commercial Complex	Metric Tonnes/Day

**HARYANA STATE**

*Regional Officer, Gurgaon North  
Haryana State Pollution Control Board.*

**Terms and conditions**

1. The applicants shall maintain good house keeping both within factory and in the premises. All hose pipelines valves, storage tanks etc. shall be leak proof. In plant allowable pollutants levels, if specified by State Board should be met strictly.
2. The applicant/company shall comply with and carry out directive/orders issued by the Board in this consent order at all subsequent times without negligence of his /its part. The applicant/company shall be liable for such legal action against him as per provision of the law/act in case of violation of any order/directives. Issued at any time and or non compliance of the terms and conditions of his consent order.
3. The applicant shall make an application for grant of consent at least 90 days before the date of expiry of this consent.
4. Necessary fee as prescribed for obtaining renewal consent shall be paid by the applicant alongwith the consent application.
5. If due to any technological improvement or otherwise this Board is of opinion that all or any of the conditions referred to above required variation (including the change of any control equipment either in whole or in part) this Board shall after giving the applicant an opportunity of being heard vary all or such condition and there upon the applicant shall be bound to comply with the conditions so varied.
6. The industry shall provide adequate arrangement for fighting the accidental leakages, discharge of any pollutants gas/liquids from the vessels, mechanical equipment etc. which are likely to cause environment pollution.
7. The industry shall comply noise pollution (Regulation and control) Rules, 2000.

8. The industry shall comply all the direction/Rules/Instructions as may be issued by the MOEF/CPCB/HSPCB from time to time.
9. The industry shall ensure that various characteristics of the effluents remain within the tolerance limits as specified in EPA Standard and as amended from time to time and at no time the concentration of any characteristics should exceed these limits for discharge.
10. The industry would immediately submit the revised application to the Board in the event of any change in the raw material in process, mode of treatment/discharge of effluent. In case of change of process at any stage during the consent period, the industry shall submit fresh consent application alongwith the consent to operate fee, if found due, which may be on any account and that shall be paid by the industry and the industry would immediately submit the consent application to the Board in the event of any change during the year in the raw material, quantity, quality of the effluent, mode of discharge, treatment facilities etc.
11. The officer/official of the Board shall reserve the right to access for the inspection of the industry in connection with the various process and the treatment facilities. The consent to operate is subject to review by the Board at any time.
12. Permissible limits for any pollutants mentioned in the consent to operate order should not exceed the concentration permitted in the effluent by the Board.
13. The industry shall pay the balance fee, in case it is found due from the industry at any time later on.
14. If the industry fails to adhere to any of the conditions of this consent to operate order, the consent to operate so granted shall automatically lapse.
15. If the industry is closed temporarily at its own, they shall inform the Board and obtain permission before restart of the unit.
16. The industry shall comply all the Directions/ Rules/Instructions issued from time to time by the Board.

#### **Specific Conditions :**

1. Unit will run and maintain it's STP/ETP/APCM regularly and properly, will provide separate energy meter on their STP/ETP/APCM and maintain the Log Book for energy consumption of STP/ETP/APCM and chemicals used daily for the STP/ETP.
2. That the unit shall keep all the parameters within the prescribed limits and shall comply with all the Norms and Rules as prescribed in the Act.
3. That the unit will adopt cleaner technology thereby reducing pollution load.
4. That the unit will provide inter locking arrangement of DG set with STP/ETP/APCM and shall have separate D.G. set to ensure regular and effective running of pollution control devices.
5. That the unit will not discharge any untreated effluent inside and outside its premises.
6. Unit will provide separate flow meter at Inlet/ Outlet of STP/ETP for which separate log book will be maintained if required.
7. That the unit will not add any air polluting process/ machinery and also not to add any process which increases the water pollution load.
8. That the unit will comply with all the provisions of Hazardous Waste Rules and submit return under HWM Rules on yearly basis.
9. That the CTO so granted shall become invalid in case of violation of any of the above / any law of the land.
10. Unit will apply for consent to operate for further period 90 days before expiry of this consent otherwise penalty will be imposed as per policy.
11. Unit will submit compliance report of general & specific conditions mentioned in CTO alongwith fresh analysis report within 03 months.
12. Unit will install Emission control measures on DG set of capacity more than 500 KVA having minimum specified PM capturing efficiency of at least 70% approved by CPCB recognized labs or shift

to gas based generator in compliance of HSPCB office order no. 4230-44 dated 25.06.2020. 13. Unit will deposit any balance CTE/CTO fee, if found at any stage and time. 14. If at any stage found that unit was involved in any past violation, If at any stage found that unit was involved in any past violation regarding Environment Laws / Rules / Acts then CTO so granted shall be revoked automatically & legal action will be initiate against the project proponent. 15. This CTO is given to the unit on the basis of Documents/details submitted by the unit; Unit will be responsible for any concealment/infringement of the document and accordingly consequences/legal action will be initiated as per applicable laws. 16. This CTO is subject to outcome of OA No. 82/2021 titled as Dr. Anjoo Kumar & Anr. V/s Union of India & Ors and O.A. No. 29/2021 titled as Col. Sunil Kumar (Retd.) & Anr. V/s Union of India & Ors is pending before Hon'ble NGT.

Digitally signed by KULDEEP SINGH  
Date: 2021.11.08 09:20:19 +05'30'  
**KULDEEP SINGH**  
*Regional Officer, Gurgaon North*  
*Haryana State Pollution Control Board.*



**State Environment Impact Assessment Authority, Haryana,  
Bays No.55-58, Prayatan Bhawan, Sector-2 Panchkula.**

Telephone No. 0172-2565232  
E-mail ID: seiaa.hry@gmail.com

Memo No: SEIAA/HR/2020/438

Date: 16/10/2020

To

**M/s Ireo Hospitality Company Pvt. Ltd. & Associate Companies,  
Ireo Campus, Archview Drive, Ireo City, Golf Cours Extension Road,  
Gurgaon-122101**

**Subject: Extension in validity of Environment Clearance for setting up Commercial Complex (13.95 acres) at Sector-58, Village Ghata, Tehsil Sohna, Gurgaon, Haryana.**

With reference to your application No. Ireo Hospitality /CC58/EC Extension/3281 dated Nil received in this office on 15.09.2020 for seeking Extension of Validity of Environment Clearance granted for setting up Commercial Complex (13.95 acres) at Sector-58, Village Ghata, Tehsil Sohna, Gurgaon, Haryana by SEIAA, Haryana on 04.09.2013. The Validity of your Environment Clearance was up to 03.09.2020 as per MoEF & CC, GoI dated 14.09.2006 & its subsequent Amendment dated 29.04.2015 & 14.09.2016.

The case was examined in the light of MoEF & CC, GoI Amended Notification dated 14.09.2016.

Keeping in view of above, the Authority decided to grant Extension for Validity of Environment Clearance for further one year i.e. upto 03.09.2021 subject to compliance of the conditions already imposed in the Environmental Clearance letter dated 04.09.2013 granted by SEIAA, Haryana.

  
Chairman,  
SEIAA, Haryana.

