

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 20/07/2023

Certificate No. GOT2023G3692



GRN No. 105079655



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: St patricks realty Pvt ltd
H.No/Floor : Na Sector/Ward : 48 LandMark : Na
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 87*****46



Buyer / Second Party Detail

Name: Dtcp
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village: Chandigarh District : Chandigarh State : Haryana
Phone: 87*****46

Purpose : AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

FORM LC-IV

(See rule 11)

**Agreement by owner of land intending
to set up a Commercial Colony**

This agreement is made at Chandigarh on the 17th day of August, 2023
(Two Thousand and Twenty-Three)

BETWEEN

We (i) St. Patricks Realty Pvt. Ltd. (ii) MLT Propmart Pvt. Ltd. through General Power of Attorney and having Collaboration with M/s St. Patricks Realty Pvt. Ltd. having registered office at The Room, Wing 1 & Wing 2, Central Park - II, Sector 48, Sohna Road, Gurugram - 122018 (hereinafter referred to as the Owner/Colonizer) which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through their authorized signatory Mr. Chirag Gehlot of the ONE PART.

AND

The Governor of Haryana, acting through the Director General, Town and Country Planning, Haryana (hereinafter referred to as the "Director") of the other part

For St. Patricks Realty Pvt. Ltd.

Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

Whereas the owner is in possession of or otherwise well entitled to the land mentioned in Annexure 'A' hereto for the purposes of developing and converting into a commercial colony.

And whereas under rule 11 of Haryana Development and Regulation of Urban Area Rules, 1976 (herein after referred to as the said Rules), one of the conditions for the grant of license is that the owner shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up a Commercial Colony over an area of 3.818 Acres at Village Dhunela, Sector 32, Tehsil Sohna, District Gurugram, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the Director agreeing to grant license to the owner to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all the conditions laid down in rule 11 of Haryana Development and Regulation of Urban Area Rules, 1976 (herein after referred to as the said Rules) by the owner hereby covenants as follows: -

1. That the owner undertakes to pay proportionate external development charges (EDC) as per rate, schedule, terms and conditions hereto: -

(a) That the owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 437.517 lacs per gross acre for commercial colony. These charges shall be payable to Haryana Shahari Vikas Pradhikaran online through the Director, Town and Country Planning, Haryana either in lumpsum within thirty days from the date of grant of licence or in 12 (Twelve) equal quarterly installments of 8.33% each in the following manner:-

(i) First installment of 8.33% of the amount of External Development Charges shall be payable within a period of thirty days from the date of grant of licence.

(ii) Balance 91.67 % in eleven equal quarterly installments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of the amount worked out at the tentative rate of Rs. 437.517 lacs per gross acre. However, at the time of grant of occupation certificate nothing will be outstanding as EDC.

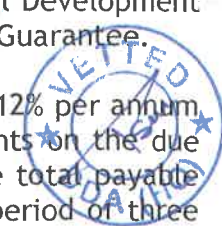
(b) For the grant of Completion certificate the payment of External Development Charges shall be pre-requisite along with valid license and Bank Guarantee.

(c) The unpaid amount of EDC would carry an interest at a rate of 12% per annum (simple) and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 15% simple per annum) would be chargeable up to a period of three months and an additional three months with the permission of Director.

For St. Patricks Realty Pvt. Ltd.


Authorised Signatory


Director General
Town & Country Planning
Haryana, Chandigarh



(d) In case Haryana Shahari Vikas Pradhikaran executes external development works before the final payment of external development charges, the Director, shall be empowered to call upon the owner to pay the balance amount of external development charges in lumpsum even before the completion of licence period and the owner shall be bound to make the payment within the period so specified.

- (i) Enhanced compensation for land cost, if any, shall be payable extra, as decided by the Director General from time to time.
- (ii) The owner shall arrange the electric connection from the outside source for electrification of their commercial colony from Haryana Vidyut Parsaran Nigam. If the owner fails to seek electric connection from Haryana Vidyut Parsaran Nigam the Director, shall recover the cost from the owner and deposit the same with Haryana Vidyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the commercial colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "Electric (distribution) Service Plan/Estimates" approved from the agency responsible for installation of "External Electrical Services" i.e. Haryana Vidyut Parsaran Nigam / Uttar Haryana Vidyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited (DHBVNL), Haryana and complete the same before obtaining completion certificate for the commercial colony.
- (iii) That the rates, schedule and terms and conditions of External Development Charges may be revised by the Director during the period of license as and when necessary and owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
- (iv) That the owner shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under rule 16 of the Rules, unless earlier relieved of this responsibility.
- (v) That the owner shall be individually as well as jointly responsible for the development of commercial colony.
- (vi) That the owner shall complete the internal development works within the initial validity of the grant of the license.
- (vii) That the owner shall deposit Infrastructure Development charges (IDC) @ Rs. 750/- per square meters of the permitted covered area of all floors of the Commercial Colony in two equal installments. The first installment of the Infrastructure Development charges (IDC) would be deposited by the owner within sixty days from the date of grant of license and the second installment within six months from the date of grant of the license. The unpaid amount of Infrastructure Development charges (IDC) shall carry an interest @ 18% (simple) per annum for the

For St. Patricks Realty Pvt. Ltd.


Authorised Signatory


Director General
Town & Country Planning
Haryana, Chandigarh

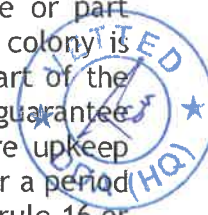
delay in the payment of installments.

- (viii) That the owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
 - (ix) That the owner shall permit the Director or any other officer authorized by him on his behalf to inspect the execution of the development works and the owner shall carry out all direction issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.
 - (x) That without prejudice to anything contained in this agreement, all provisions contained in the Act and the Rules shall be binding on the owner.
 - (xi) That the owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by Haryana Shehari Vikas Pradhikaran and the same is made functional.
2. Provided always and it is hereby agreed that if the owner shall commits any breach of the terms and conditions of this agreement or violate any provision of the Act or these rules, then in any such case, and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.
 3. Upon cancellation of the licence under clause 2 above, action shall be taken as provided under the Haryana Development and Regulation of Urban Area Act, 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976, as amended upto date, the Bank Guarantee in that event shall stand forfeited in favour of the Director.
 4. The stamp and registration charges on this deed shall be borne by the owner.
 5. The expression that 'The Owner' hereinabove used shall include his heirs, legal representatives and successors and permitted assigns.
 6. After the layout and development works or part thereof in respect of the commercial colony or part thereof have been completed by the owner in accordance with the approved plans and specifications and a completion certificate in respect thereof have been issued, the Director may on an application in this behalf from the owner release the bank guarantee or part thereof as the case may be, provided that if the completion of the colony is taken in parts only the part of bank guarantee corresponding to the part of the colony completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unrealized to ensure upkeep and maintenance of the colony or the part thereof as the case may be for a period of five years from the date of issue of the completion certificate under rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the

For St. Patricks Realty Pvt. Ltd.


Authorised Signatory


Director General
Town & Country Planning
Haryana, Chandigarh




Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owner.

7. That the provisions of the Real Estate (Regulation and Development) Act 2016 and rules framed there under shall be followed by the applicant in letter and spirit.

IN WITNESS WHERE OF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS AGREEMENT ON THE DAY AND YEAR ABOVE WRITTEN.

Witness

St. Patricks Realty Pvt. Ltd.


Puneet Sachdeva
745 Sector - 7 Extn.
Gurgaon


Chirag Gehlot
(Authorized Signatory)


Director
Town & Country Planning,
Haryana, Chandigarh

For and on behalf of the Governor of Haryana


Director General
Town & Country Planning
Haryana, Chandigarh

Non Judicial



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Haryana Government



Date : 20/07/2023

Certificate No. G0T2023G3693



GRN No. 105079655



Stamp Duty Paid : ₹ 101
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Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: St patricks realty Pvt ltd

H.No/Floor : Na

Sector/Ward : 48

LandMark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 87*****46



Buyer / Second Party Detail

Name : Dtcp

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Chandigarh

District : Chandigarh

State : Haryana

Phone : 87*****46

Purpose : AGREEMENT

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LC-IVD

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

This agreement is made on this ^{17th} day of *August*, 2023 (Two Thousand and Twenty-Three)

Between

We (i) St. Patricks Realty Pvt. Ltd. (ii) MLT Propmart Pvt. Ltd. through General Power of Attorney and having Collaboration with St. Patricks Realty Pvt. Ltd. having registered office at The Room, Wing 1 & Wing 2, Central Park - II, Sector 48, Sohna Road, Gurugram - 122018 (hereinafter referred to as the Owner/Colonizer) which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through their authorized signatory Mr. Chirag Gehlot of the ONE PART.

AND

The Governor of Haryana, acting through the Director General, Town and Country Planning, Haryana (hereinafter referred to as the "Director") of the OTHER PART

And whereas in addition to agreement executed in pursuance of Rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter

For St. Patricks Realty Pvt. Ltd.

Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

referred to as the said 'Rules'), one of the conditions laid down therein for the grant of the license, the owner shall enter into a Bilateral agreement with Director for carrying out and completion of the development works in accordance with the license finally granted for the setting up a Commercial Colony on land measuring 3.818 acres falling in revenue estate of Village Dhunela, Sector 32, Tehsil Sohna, District Gurugram Haryana.

And whereas the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the Owner to set up the said Colony on the land mentioned in the Annexure hereto on the fulfillment of all the conditions of this bilateral agreement, the owner, his partners, attorney, legal representatives, authorized agents, assignees, executors etc. shall be bound by terms and conditions of this bilateral agreement executed by the owner hereunder covenanted as follows:
 - i) That the Owner undertake to pay proportionate External Development Charges as per rate, schedule, terms, and conditions hereunder:
 - ii) That the Owner shall pay the proportionate External Development Charges (EDC); at the tentative rate of Rs. 437.517 lacs per gross acre for the Commercial colony. These charges shall be payable to Director Town & Country Planning Haryana in lump sum within 30 days from the grant of license or in 12 equal quarterly installments of 8.33 % each in the following manner.
 - a. First installment shall be payable within a period of 30 days from the date of the grant of license.
 - b. Balance 91.67 % in 11 (Eleven) equal quarterly installments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of the amount worked out at the tentative rates of Rs. 437.517 lacs per gross acre. However, at the time of grant of Occupation Certificate nothing will be outstanding as EDC.
 - c. Owners shall furnish a bank guarantee equal to 25% of the amount worked out at the tentative rate of Rs. 437.517 Lacs per gross acre.
 - iii) The external development charges are under finalization. In the event of an increase in tentative external development charges rates, the owner shall pay the enhanced amount of external development charges and the interest on installments, if any, from the date of grant of license.
 - iv) That the Owner shall specify the detail of calculation per Sq.m / per Sq. ft which is being demanded from the Commercial site Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.

For St. Patricks Realty Pvt. Ltd.


Authorised Signatory


Director General
Town & Country Planning
Haryana, Chandigarh

- v) For the grant of completion certificate, the payment of External Development Charges shall be prerequisite along with valid license and bank guarantee.
- vi) The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the due date, an additional penal interest of 3% per annum (making the total payable interest @ 15% simple per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.
- vii) That the Owner shall derive maximum net profit @ 15% of the total project cost of the development of the above noted commercial colony after making provision of statutory taxes. In case the net profit exceeds 15% after completion of the project period, surplus amount shall be deposited within two months in the State Government Treasury by the Owner.
- viii) The Owner shall submit the Certificate to the Director within 30 days of the full and final completion of the project from a Chartered Accountant that the overall net profit (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme. Provided that the colonizer shall have the option either to deposit the infrastructure augmentation charges as applicable from time to time at any stage before grant of completion certificate and get exemption of the restriction of net profit beyond 15% (to deposit the amount as per the terms and conditions of the agreement).
- ix) In case Haryana Shehari Vikas Pradhikaran executes External Development Works before the final payment of External Development Charges, the Director shall be empowered to call upon the Owner to pay the balance amount or External Development Charges in lump sum even before the completion of the license period and the owner shall be bound to make the payment within the period so specified.
 - a. Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director, from time to time.
 - b. The Owner shall arrange the electric connection from outside source for Electrification of their colony from Haryana Vidyut Parsaran Nigam. If the Owner fails to seek electric connection from Haryana Vidyut Parsaran Nigam, the Director shall recover the cost from the owner and deposit the same with Haryana Vidyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution) services plan/estimate" approved from the agency responsible for installation of "external electrical services" i.e. Haryana Vidyut Parsaran Nigam/Uttar Haryana Bijli Vitran Nigam Limited/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony,
 - c. That the rates, schedules and terms and conditions of External Development Charges may be revised by the Director, during the period of the license as and when necessary and the Owner shall be bound to pay the balance enhanced

For St. Patricks Realty Pvt. Ltd.


 Authorised Signatory


 Director General
 Town & Country Planning
 Haryana, Chandigarh

charges, if any, in accordance with the rate, schedule and the terms and conditions so determined by the Director.

- d. That the owner shall be individually as well as jointly responsible for the development of the Commercial Colony.
 - e. That the Owner shall complete the internal development works within the validity period of the grant of the license.
 - f. That the owners shall deposit Infrastructure Development Charges at the rate Rs. 750/- per square meter of the covered area on all floors of commercial colony in two equal installments. The first installment of the Infrastructure Development Charges would be deposited by the owner within 60 days from the date of grant of license and the second installment within six months from the date of grant of license. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18 % (simple) per annum for the delay in the payment of installments.
 - g. That the owner shall carry out, at his own expense and cost, any other works which the Director may think necessary and reasonable in the interest of proper development of the Commercial Colony.
 - h. That the owner shall permit the Director, or any other officer authorized by him on his behalf to inspect the execution of the development works and the Owner shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.
 - i. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner.
 - j. That the Owner shall make his own arrangement for disposal of sewerage till external sewerage system is provided by Haryana Shehari Vikas Pradhikaran and the same is made functional.
2. That the owners shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months from the date of grant of license to enable provision of site in the licensed land for transformers/switching stations/ electric sub-stations as per the norms prescribed by the power utility in the zoning plan of the project.
 3. Provided always and it is hereby agreed that if the Owner commits any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act or Rules, then in any such cases notwithstanding the waiver of any previous clause or right, the Director may cancel the License granted to the Owner.
 4. Upon cancellation of the License under clause-2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976 as amended up to date, the Bank Guarantee in that event shall stand forfeited in favour of Director.

For St. Patricks Realty Pvt. Ltd.


Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

5. The Stamp duty and registration charges on this agreement shall be borne by the owner.
6. The expressions "The Owners" hereinabove used shall include his heirs, legal representatives and successors and permitted assignees.
7. After the layout plans and development works in respect of the 'Commercial Colony' or part thereof have been completed by the owner in accordance with the approved plans and specifications and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf from the owner release the bank guarantee or part thereof, as the case may be, provided that Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of 5 years from the date of issue of the completion certificate under Rule 16 or earlier in case, the owner is relived of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of External Development Charges received from the Owner.
8. That the Owner shall pay the Labour Cess charges as per the prevalent policy.
9. That the owner shall submit the list of allottee(s) to the Director twice a year.
10. That the record of such allotment shall be open for inspection by the State Government.
11. That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, parking, public health services for five years from the date of issue of the completion certificate under rule-16 unless earlier relieved of this responsibility, at which the owner shall transfer all such roads, open spaces, public parks, parking and public health services free of cost to the Government or the local authority, as the case may be.
12. That the owner shall deposit 30% of the amount realized by him from space / shop holders from time to time within ten days of its realization in a separate account to be maintained in the Scheduled bank and that this amount shall only be utilized by the owner towards meeting the cost of internal development works and the construction works in the colony.
13. That the owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the license granted.
14. That the owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.

For St. Patricks Realty Pvt. Ltd.


Authorized Signatory


Director General
Town & Country Planning
Haryana, Chandigarh




15. That, against each license, the coloniser shall integrate its bank account in which 70% allottee receipts are credited under Section-4(2)(l)(D) of the Real Estate Regulation and Development Act, 2016 with the on-line application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
16. Such 10% of the total receipts from each payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in Government treasury against EDC dues of the concerned license of the coloniser.
17. Such 10% deduction shall continue to operate till the total EDC dues get recovered from the coloniser against the said license.
18. The implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed to the coloniser. The coloniser shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC instalments that are due for payment get paid as per prescribed schedule.
19. That the bank guarantee of the internal development works has been furnished on the interim rates for development works. The owner will submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. With an increase in the cost of construction and an increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee within thirty days on demand.
20. That any other condition which the Director may think necessary in the public interest can be imposed.

IN WITNESS WHEREOF THE OWNERS AND THE DIRECTOR have signed this agreement in the date, month and the first above written.

Witness

St. Patricks Realty Pvt. Ltd.


Puneet Sachdeva
745 Sector - 7 Extn.
Gurgaon


Chirag Gehlot
(Authorized Signatory)

Director General
Town & Country Planning,
Haryana, Chandigarh
For and on behalf of the Governor of Haryana


Director General
Town & Country Planning
Haryana, Chandigarh