



2098/028

INDIA NON JUDICIAL



IN-UP08901659788783X

Government of Uttar Pradesh

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Tehsil Sader, Agra

Certificate No.

IN-UP08901659788783X

Certificate Issued Date

19-Feb-2025 03:52 PM

Account Reference

NEWIMPACC (SV)/ up14140904/ AGRA SADAR/ UP-AGR

Unique Doc. Reference

SUBIN-UPUP1414090414880416984205X

Purchased by

KRISHNA BHU VIKAS LLP

Description of Document

Article 5 Agreement or Memorandum of an agreement

Property Description

FOR AGREEMENT

Consideration Price (Rs.)

KRISHNA BHU VIKAS LLP

First Party

KRIDHA EARTH DEVELOPERS LLP

Second Party

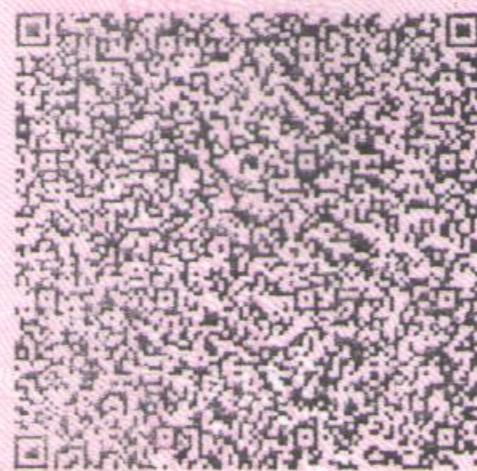
KRISHNA BHU VIKAS LLP

Stamp Duty Paid By

1,000

Stamp Duty Amount(Rs.)

(One Thousand only)



सर्वान्वयन जयते

IN-UP08901659788783X

Please write or type below this line



Bhu Vikas LLP

Designated Partner



Kridha Earth Developers LLP

DESIGNATED PARTNER

QE 0023377134

Statutory Alert.

- The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate
- In case of any discrepancy please Inform the Competent Authority.

(2)

Rs. 1000/- E-Stamp Certificate No. IN-UP08901659788783X Date-19-02-2025

ARTICLES OF AGREEMENT made at AGRA this 19TH day of JANUARY 2025

between

(1) M/s KRISHNA BHU VIKAS LLP (a *Limited Liability Partnership Firm, as per Section 23(4) of The LLP ACT-2008. This Partnership is formed on 31st December 2019 with registration no. AAR-4830*) , through its partner cum authorized signatory Sh. Rakesh Kohli S/o Lt. Shri Chandra Mohan Kohli, Resident of 03, Vishwakarma Green, Paschimpuri, Sikandra, Agra having PAN No ACXPK7797H, Hereinafter called "**First Party-Owner**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors and administrators) of the One Part.

And

M/s KRISHNA EARTH DEVELOPERS LLP (a *Limited Liability Partnership Firm, as per Section 23(4) of The LLP ACT-2008. This Partnership is formed on 17th May 2022 with registration no. ABB-0345*), through its partner cum authorized signatory Sh. Vishal Agarwal S/o Shri Kailash Chand Agarwal, Resident of C-64, Kamla Nagar, Agra having PAN No AFXPA4340K hereinafter called "**Second Party - Developer**" (which expression shall, unless it be repugnant to the context or meaning thereon be deemed to include his heirs, executors, administrators and assigns) of the Other Part:

Krishna Bhu Vikas LLP

Rakesh

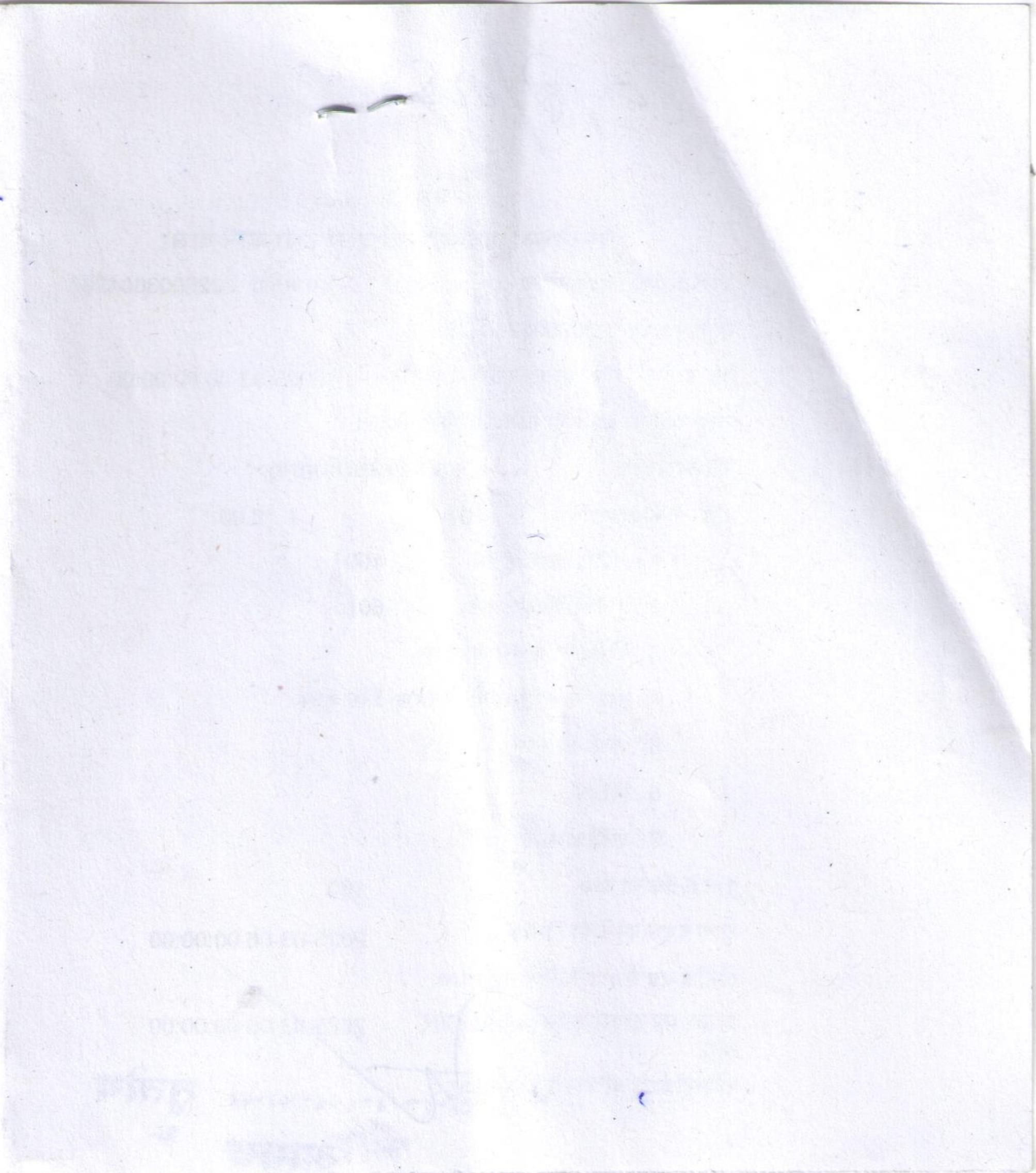
Designated Partner



Kridha Earth Developers LLP

Vishal
DESIGNATED PARTNER





(3)

Rs. 1000/- E-Stamp Certificate No. IN-UP08901659788783X Date-19-02-2025

Whereas the Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of land or ground situate lying and being East Part of Agra Nagar Nigam No. 8/390 & 8/390/1 to 5, Bhairon Bazar, Jeoni Mandi, Ward Chatta, Agra of area 882.16 square meters.

And whereas the said property is vacant save and of which fact the Developer is aware, he is having inspected the said property prior to the execution of these presents.

And whereas the Owner has agreed to grant to the Developer and the Developer has agreed to accept from the Owner exclusive rights of development of the said property upon the terms and subject to the conditions herein recorded.

The owner and the developer on there respective shares of land have got the combined Commercial Project Sanctioned though a Permit No /ADA/BP/24-25/0232/07102024 Dated 15-01-2025 and have entered into an agreement with Agra development Authority dated 15th January 2025. The Project is sanctioned with the Name "**KRISHNA METRO MALL**"

The primary details of project sanction, respective land share that are mandatory to know the detailed legality of the Agreement are as follows

- A. Land covered under the sanctioned project "KRISHNA METRO MALL" with Permit No /ADA/BP/24-25/0232/07102024 Dated 15-01-2025. The development work needs to be completed on or before 14th January 2030, as per agreement with Agra Development Authority.
- B. The land for the above project is owned by the First Party and the second party as detailed below

Krishna Bhu Vikas LLP

R. S. S. S. S.

Designated Partner



Krishna Earth Developers LLP

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- i. First Party (M/s Krishna Bhu Vikas LLP) owns the legal title of East Part of Agra Nagar Nigam No. 8/390 & 8/390/1 to 5 Bhairon Bazar, Jeoni Mandi, Ward Chatta, Agra of area 882.16 square meters, purchased through registry No. 1/12258 from page 29-46 at Sr. No. 7568 Dated 17/08/2024 from Smt. Devyani Fauzdar alias Devyani Bhargav Wo Sh. Sahil Fauzdar D/o Lt. Sh. Shiv Raj Bhargav R/o 252, Block B, Sector 92, Gautam Budha Nagar, U.P. (PAN-ACJPB0564F).
- ii. Second Party (Kridha Earth Developers LLP) owns the legal title of West Part of Agra Nagar Nigam No. 8/390 & 8/390/1 Bhairon Bazar, Jeoni Mandi, Ward Chatta, Agra of area 3731.07 square meters, purchased through registry No. 1/11936 from page 371-386 at Sr. No. 10649 Dated 19/12/2023 from Smt. Devyani Fauzdar alias Devyani Bhargav Wo Sh. Sahil Fauzdar D/o Lt. Sh. Shiv Raj Bhargav R/o 252, Block B, Sector 92, Gautam Budha Nagar, U.P. (PAN-ACJPB0564F).

1. NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

- a. As the owner is busy with his other agreements and finds the developer better equipped and competent to execute the project in consideration The Owner hereby grants exclusive right of its above-mentioned part of land to the Developer for development of the said property on what is known as "as is where is basis" and the Developer accepts the same for the consideration and subject to the terms and conditions herein provided.

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b. It is specifically agreed that the Developer shall through its Architects submit plans for sanctioning of lay out for construction of buildings and/or other structures on the said property or any part or portion thereof.

c. The owner as co-promoter of the project will provide all the documents as and when required to meet the compliance as per all government statutes prevailing. For example, Agra development Authority, UP-RERA and other government departments.

d. Soon after the execution of this agreement, if so required, the Owner shall execute a Power of Attorney in favor of the Developer or any other person nominated by the Developer to approach all public authorities and to submit and obtain sanction of plans of lay-out and the buildings and structure/s to be constructed on the said property or any portion thereof from the Municipal Corporation and all other concerned authorities.

2. In consideration of the Owner granting exclusive development rights to the Developer under this Agreement, the Developer shall transfer to the Owner the total proceeds from the sale of the Owner's share of land under the shops, as received from the allottees at the time of registration or as mutually decided. The Developer shall receive full consideration for the development directly from the allottees, including a proportionate share of the land under the shops. All necessary compliances with respect to government and regulatory authorities, including adherence to the Real Estate (Regulation and Development) Act, completion of the project within the approved timeline, and all associated costs shall be the sole responsibility of the Developer. The

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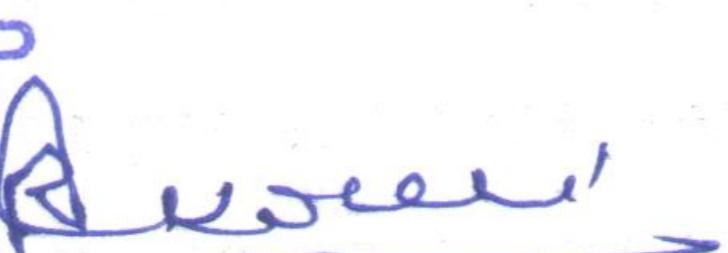


Owner shall bear no financial obligation for the development of the project.

3. Consideration shall be paid by the Developer to the Owner on the compliance of the following:
 - a. The Owner making out the marketable title to the said property free from all encumbrances and reasonable doubts.
 - b. The Owner handing over complete vacant possession of the said property to the Developer under an irrevocable license.
 - c. Notwithstanding anything contained in the preceding clause, it is specifically agreed by and between the parties hereto that after execution hereof the Developer shall be entitled to put up fencing around the said property or any portion or portions thereof, for the purposes of preventing further encroachments but subject to the existing encroachments, and shall also be entitled to put up fencing around the portions of the property in occupation of the unauthorized occupation as hereinabove provided. The Developer shall also make arrangements for guarding the said property and preventing any further encumbrance or encroachment by trespassers and/or unauthorized persons upon the said property or any part or portions thereof. All costs, charges and expenses in respect of the above shall be borne and paid by the Developer alone. The Owner shall not be liable to remove and/or vacate the encroachments or unauthorized occupants who are already occupying portions of the said property nor shall they be liable in respect of any further encroachment or unauthorized occupation on the said property.

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d. As from the date hereof, the Developer shall be solely entitled at his own risk to deal and/or negotiate with the unauthorized occupants and/or trespassers on the said property and to take any proceedings against them and/or to arrive at any arrangement or agreement with them at the costs, charges and expenses of the Developer alone. However, the Owner shall empower and authorize the Developer and/or his nominees under the Power of Attorney to be executed as aforesaid to effectively deal and/or negotiate with the trespassers or unauthorized occupants and to receive the possession of the respective area occupied by such trespassers or unauthorized occupants subject to the consideration having been paid to the Owner for the said property as mentioned hereinabove. The Developer shall also be entitled to hand over, on behalf of the Owner, any area of the said property, which falls under reservation and/or set-back and/or requisition or acquisition to the relevant authorities in the event the same becomes necessary on receiving proper notice from the authorities and for that purpose, the Owner shall grant suitable powers and authorities in the said Power of Attorney to be granted to the Developer and/or his nominee.

e. The Owner declares that:

i. The Owner is the absolute owner of the said property described in the Schedule hereunder written which is also shown on the plan hereto annexed and marked "A" and thereon shown surrounded by a red colored boundary line and that the said property is vacant save and except the portions thereof, which are at present occupied and/or encroached upon by the unauthorized occupants and portions whereof are under reservations as aforesaid.

Krishna Bhu Vikas LLP

Designated Partner

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Kridha Earth Developers LLP

Rakesh

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ii. Subject to the Competent Authority granting permission and/or sanction under the prevailing provisions, the Owner has good right, full power and absolute authority to grant exclusive rights to develop the said property described in the Schedule hereunder written to the Developer and the Developer shall be entitled to develop the said property subject to the terms and conditions herein contained.

iii. They have not created prior to the date hereof nor shall they create hereafter during the pendency of the Agreement any right or encumbrance of any nature whatsoever in respect of the said property or any part thereof.

f. The Owner shall pay and discharge all assessments, outgoings, taxes, etc. payable in respect of the said property up to the date the possession of the said property is handed over by them to the Developer. Thereafter, the same shall be paid and borne by the Developer alone. The Developer shall pay and discharge all outgoings, assessments, taxes, etc. for the entire property after possession of the same whether whole or in part is handed over to the Developer. If necessary, the same shall be apportioned between the parties hereto.

g. The Owner declares that no notice of acquisition or requisition issued by the Municipal Corporation of Agra or under the Epidemic Diseases Act or any other statute has been served upon them or anyone on their behalf. If, however, any notice or requisition of the Municipal Corporation or other public body is issued in respect of the said property after the date of execution of these presents but before the completion of the transaction the Owner shall comply with the same at their costs and expenses. The Owner hereby declares that at

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Designated Partner



Kridha Earth Developers LLP



आवेदन सं: 202500766015613

अनुबंध लिखेख(सामान्य)

बही सं: 1

रजिस्ट्रेशन सं: 2098

वर्ष: 2025

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री कृष्ण भू विकास एलएलपी द्वारा
राकेश कोहली अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री स्व० श्री चन्द्र मोहन कोहली
व्यवसाय : व्यापार
निवासी: 03, विश्वकर्मा ग्रीन, पश्चिमपुरी, सिकन्दरा, आगरा।

श्री, कृष्ण भू विकास एलएलपी द्वारा
ने यह लेखपत्र इस कार्यालय में दिनांक 06/03/2025 एवं
01:19:11 PM बजे
निबंधन हेतु पेश किया।

Rakesh
राकेश कोहली अधिकृत पदाधिकारी/
प्रतिनिधि



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्र राकेश कुमार शावप
उप निबंधक : सदर तृतीय
आगरा
06/03/2025

अखिलेश कुमार सक्सेना
निबंधक लिपिक
06/03/2025

प्रिंट करें



(9)

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present no notice or requisition has been served by the Government or Municipal Corporation for requisition or acquisition or set-back in respect of the said property or any part thereof and that so far as they are aware no such requisition or acquisition or set-back is contemplated. Provided always that if the Owner has concealed any such notice issued, inter alia, under any of the Acts as aforesaid, the Developer will be entitled to cancel this Agreement and, on such cancellation, to receive forthwith the earnest money and all other payments made, if any.

- h. All disputes and differences that may arise between the parties hereto relating to or in connection with the matter of this agreement or between the parties or their representatives shall be referred to the sole and final arbitration of Mr. Mohak Mahrara or failing him Mr. Vijay Singh as the sole Arbitrator whose decision shall be final and binding on both the parties. The Arbitrator shall have summary powers.
- i. All out-of-pocket expenses of and incidental to this agreement including the expenses for Deed/s of Conveyance and other documents and writings including stamp duty and registration charges shall be borne and paid by the Developer alone. The parties shall bear and pay their respective Advocates' professional costs.
- j. The Owner hereby declares that he has not entered into with any person or persons Agreement to Sale or Lease or created any third-party rights in favor of any person or persons in respect of the said property.

Krishna Bhu Vikas LLP

Designated Partner

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Kridha Earth Developers LLP

DESIGNATED PARTNER



बही सं०: 1

रजिस्ट्रेशन सं०: 2098

वर्ष: 2025

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
विक्रेता: 1

श्री कृष्ण भू विकास एलएलपी के द्वारा राकेश कोहली, पुत्र श्री स्व० श्री
चन्द्र मोहन कोहली

निवासी: 03, विश्वकर्मा ग्रीन, पश्चिमपुरी, सिकन्दरा, आगरा।

व्यवसाय: व्यापार

क्रेता: 1

Rakesh



श्री क्रिधा अर्थ डवलपर्स एलएलपी के द्वारा विशाल अग्रवाल, पुत्र श्री कैलाश
चन्द अग्रवाल

निवासी: सी-64, कमला नगर, आगरा।

व्यवसाय: व्यापार

✓ ✓



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री मनोज कुमार वर्मा, पुत्र श्री मुन्ना बाबू वर्मा

निवासी: संजय कॉलोनी सासनी हाथरस।

व्यवसाय: अन्य

पहचानकर्ता: 2

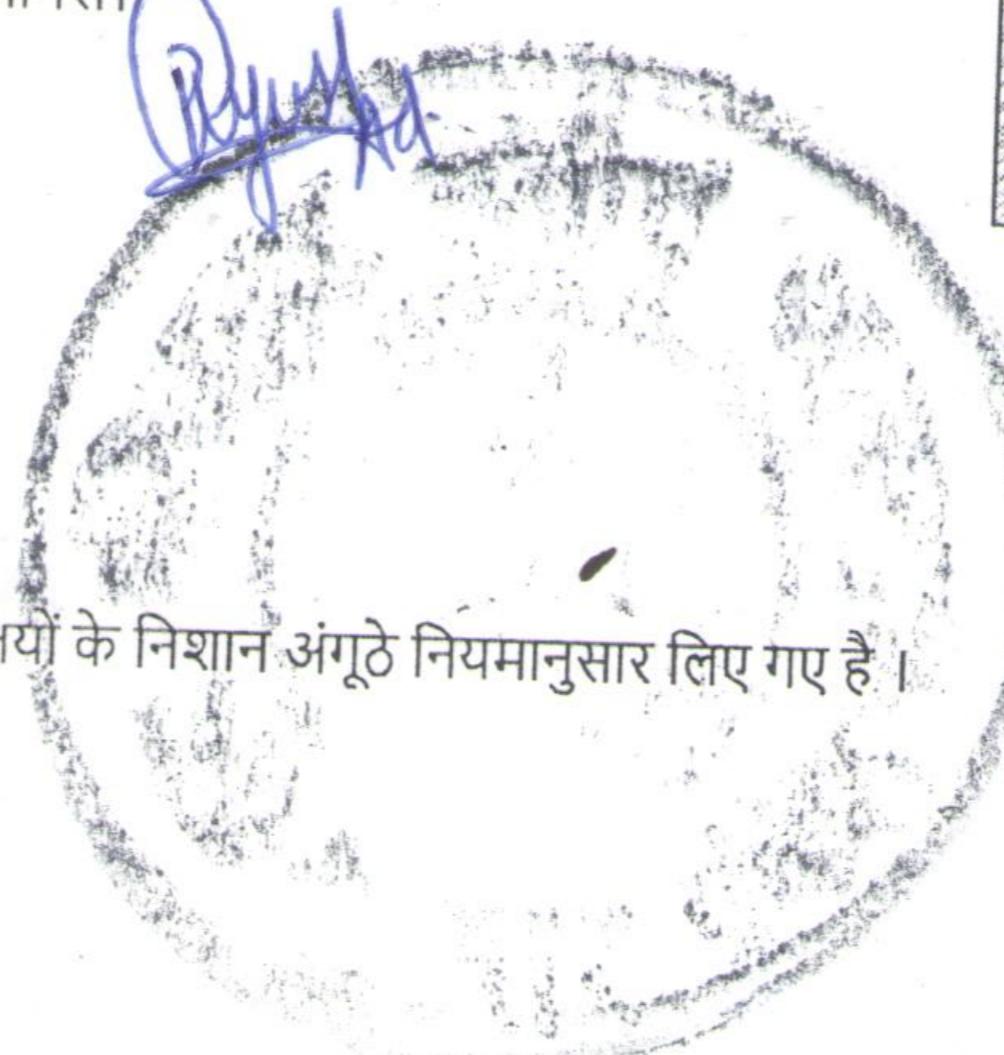
Manoj



श्री पीयूष अग्रवाल एडवोकेट, ०

निवासी: सदर तहसील आगरा।

व्यवसाय: वकालत



ने की। प्रत्यक्षतः भद्र साक्षियों के निशाने अंगूठे नियमानुसार लिए गए हैं।
टिप्पणी:

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Gopal

प्र राकेश कुमार यादव

उप निबंधक: सदर तृतीय

आगरा

06/03/2025

अखिलेश कुमार सक्सैना
निबंधक लिपिक आगरा

06/03/2025

प्रिंट करें

(10)

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4. The Owner hereby grants consent and has no objection to the project being registered under the name of the Developer with U.P. Real Estate Regulatory Authority (U.P. RERA). Furthermore, the Owner agrees to register itself as a co-promoter of the project in accordance with the applicable rules and regulations of U.P. RERA.

In Witness whereof the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove written.

SIGNED AND DELIVERED by) the within named "OWNER" M/s Krishna Bhu Vikas LLP through its Partner Sh. Rakesh Kohli in the presence of following witnesses.

SIGNED AND DELIVERED by) the within named "DEVELOPER" M/s Kridha Earth Developers LLP through its Partner Sh. Vishal Agarwal in the presence of following witnesses).

Krishna Bhu Vikas LLP

Rakesh

Designated Partner

Witnesses:

Kridha Earth Developers LLP

DESIGNATED PARTNER



1) Mamaj Kumar Verma, Samaj Colony Sabri (Signature)



2) Piyush Agarwal Advocate, Sader Tehsil, Agra

आवेदन सं०: 202500766015613

बही संख्या 1 जिल्द संख्या 12521 के पृष्ठ 111 से 130 तक क्रमांक 2098 पर दिनांक 06/03/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्र राकेश कुमार यादव
उप निबंधक : सदर तृतीय
आगरा
06/03/2025

प्रिंट करें

