आगरा विकास प्राधिकरण, आगरा

परमिट फार्म

(17 मीटर से कम ऊँचाई वाले भवनों के लिए)

परमिट संख्या 204/मान्य T/5107-08 दिनांक 01-3-2007

सेवा में,

श्री/श्रीमती [illegible]

महोदय/महोदया

[illegible] भवन मानचित्र [illegible] प्रस्तावित निर्माण कार्य जिस मानचित्र में दर्शाया गया है निम्नलिखित शर्तों के साथ की अनुज्ञा निम्नलिखित आपत्तियों के अधीन [illegible] की जाती है

1. यह अनुज्ञा भवन उपविधि योजना एवं विकास अधिनियम 1973 की धारा 14 व 15 के अधीन प्रदत्त की जाती है किन्तु इससे [illegible] किसी प्रकार के स्वामित्व व [illegible] होता है और न यह अनुज्ञा किसी प्रकार की विधिक कार्यवाही हेतु निरपेक्ष अथवा निर्णायक मानी है साथ ही स्वामित्व के अधिकार पर भी किसी भी भांति का अनुकूल अथवा प्रतिकूल प्रभाव नहीं पड़ता है।

2. यह अनुज्ञा किसी भी तथ्य प्रकाशन पर अथवा अन्य प्रकार यह [illegible] होने पर कि अनुज्ञा मांगने वाले तथ्य को प्रकट न कर अथवा छलपूर्वक अपकार कर प्राप्त की गयी है निरस्त की जा सकती है।

3. किसी भी प्रकार का [illegible] जो भवन स्वामी/[illegible] मार्ग पर वाहनों के प्रवेश पत्थर के रूप में हो अथवा पैदल यातायात [illegible] और किसी प्रकार के प्रवेश रूप में हो, चाहे भले ही ऐसे प्रवेश भूल से इस नक्शे में दर्शाये गये हों की अनुज्ञा अमान्य होगी।

4. इस निर्माण कार्य के लिये नगर महापालिका अधिनियम की धारा 293 के अधीन पृथक स्वीकृति अनिवार्य है। अनुज्ञा के विपरीत यदि किसी प्रकार के परिवर्तन की आवश्यकता हो तो ऐसे परिवर्तन हेतु पुनः स्वीकृति अनिवार्य होगी।

5. [illegible] अनुज्ञा दिनांक [illegible] के अधीन गतिविधियों को इस बात की स्वीकृति नहीं देती है कि वे सार्वजनिक मार्ग [illegible] निर्माण कार्य [illegible] विद्युत [illegible] इस प्रकार [illegible] विद्युत परिवहन [illegible] ना [illegible] जाए।

6. [illegible]

शर्तों एवं स्वीकृति मानचित्र

संख्या [illegible] दिनांक

प्रतिलिपि -1 [illegible] नगर महापालिका आगरा को सूचनार्थ।

2. [illegible] विकास प्राधिकरण को सूचनार्थ।

3. [illegible] को इस आशय से भेजा कि [illegible]

[illegible]

भवदीय

[illegible]

आगरा विकास प्राधिकरण

SHRI VISHNU TRADERS PVT. LTD.

Head Off. : F-34, Sector VI, Noida 201 301 (U.P.)
Tel.: 95120-2422413 / 414 Fax 95120 2422883

SHRI VISHNU TRADERS PVT. LTD
F-2/7, OKHLA INDUSTRIAL AREA,
PHASE-I, OKHLA, DELHI-110020
PH:- 26372803-6, 26817766/67/40

corp
REAL ESTATE DIVISION

To
Assistant Engineer (Building)
Agra Development Authority
Agra

Date 2/8/07

Sub: Letter no. [illegible] dated 1/8/07 and our letter dated 21/7/07 regarding NOC from pollution control board

Dear Sir,

We would like to inform you that we conducted our letter from control board [illegible] regarding NOC they informed us that NOC is applicable only if the land area is above 50 Hectare. They have also given a copy of letter dated 11/5/07 which clearly indicates that according to notification no. E.I.A 2006, NOC below 50 Hectare is not required. Copy of letter is attached. Our land area is 45.0625 Hectare only. Hence NOC is not applicable.

In view of above, we request you to kindly take off clearance requirement as early possible.

Thanking you

Yours faithfully
for Shri Vishnu Industries
[illegible]
(Managing Director)

Branch Office ...

पत्रांक [illegible]

दिनांक [illegible]

सेवा में

जिला अधिकारी

[illegible] जिला [illegible]

आगरा।

विषय– मै० रिज्ज न्यू डेवलेपर्स प्रा०लि० द्वारा टी०डी०आई० सिटी आगरा के प्रस्तावित आवासीय योजना के संबंध में।

महोदय,

कृपया उपरोक्त विषयक प्रस्तावित आवासीय योजना का सन्दर्भ ग्रहण करने का कष्ट करें। ई०आई०ए० 2006 नोटिफिकेशन के अनुसार प्रस्तावित आवासीय योजना का कुल निर्माण क्षेत्रफल 50 हेक्टेयर से कम क्षेत्रफल होने पर पर्यावरणीय स्वीकृति की आवश्यकता नहीं होगी तथा 50 हेक्टेयर से अधिक क्षेत्रफल होने पर पर्यावरणीय स्वीकृति की आवश्यकता होगी के अनुसार क्षेत्रफल का स्पष्ट उल्लेख करते हुए पत्र तीन दिन के अन्दर प्रेषित करना सुनिश्चित करें।

भवदीय

[illegible]

[illegible]

50,10,000

500,000

5 Lacs SQM

4,50,475

= 45 Hect

निदेशक [illegible], पूर्वांचल [illegible], बी-ब्लाक विस्तृत [illegible]

[illegible] लखनऊ 226 010

दूरभाष 2720031, 2720029 [illegible]

फैक्स 0522 2720761

ई मेल [illegible]

वेब साइट [illegible]

Director [illegible] Block [illegible]

[illegible]

Phone [illegible]

Fax 0522 [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

छात्रों का [illegible] उपलब्ध / भा सकारात्मक नीति

[illegible] हाँ

[illegible] No

[illegible] सन्तोषजनक है

[illegible] No

[illegible] No

[illegible] सन्तोषजनक है
No

[illegible] No

[illegible]

10%

[illegible] No

[illegible] सन्तोषजनक है

[illegible] सन्तोषजनक है

[illegible] सन्तोषजनक है

[illegible] सन्तोषजनक है

[illegible] हाँ

[illegible] No

[illegible] सन्तोषजनक है
No

[illegible] [illegible]

[illegible] हाँ

[illegible] सन्तोषजनक है

[illegible]

[illegible]

भारतीय गैर न्यायिक

पचास रुपये FIFTY RUPEES

रु.50 Rs.50

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

G 224668

This AGREEMENT made on the day of 01-3-2017 between Sri Vishwas Trendsetter Pvt. Ltd., Tajkunj Infra Pvt. Ltd., Paras Infra Pvt. Ltd., Paras Agra Realtecom Pvt. Ltd., Mukhan Buildcon Pvt. Ltd., Gulab Agra Pvt. Ltd., Parmanand Buildwell Pvt. Ltd., Universal Realtech (P) Ltd., Vision Buildcon (P) Ltd., Vision Building (P) Ltd. ~~Society duly registered under S.6 of the U.P. Cooperative Societies Act 1045) having its registration certificate No.~~ ~~Dated~~ ~~and~~ having its registered office at 101 Sunrise Apartment Vijay Nagar Agra through its Authorised Signatory Sri M.L. Sundaram ~~here-in-after called the~~ Society) on the one Part

AND

The Agra Development Authority through its Chief Architect Planner officer authorised on its behalf (here-in-after called the Authority) of the other part

AGREEMENT

This AGREEMENT made on th day of ..... between:

..... Agra (a Society duly registered under s. 5 of the U.P. Cooperative Societies Act, 1965) having its registration certificate No..... dated ..... and having its registered office at ..... Secretary ..... through its the Society, on the one part;

AND

The Agra Development Authority, Agra through its Secretary / Officer authorised on its behalf hereinafter called the "Authority" (on the other party).

WHEREAS the Society is the exclusive owner in possession of the land mentioned in ANNEXURE hereto, which is within the development area of the Authority and to alter the provisions of the Uttar Pradesh Nagar Vikas Adhiniyam (Development Act, 1973) as extended from time to time, are applicable thereunder (hereinafter referred to as the "Act"), which is binding between the parties hereto.

AND WHEREAS in this agreement the expressions COLONISER, Internal Development, External Development and Estimated cost of Development shall have the meaning given thus:

(a) COLONISER means an individual or company, association or body of individuals, whether incorporated or not (including a co-operative society) owning or acquiring whether by purchase or otherwise, any area of land for sub-division into plots for sale / lease for construction of building / buildings or for selling or leasing any such plots for the building as defined in the Act / Uttar Pradesh Nagar Vikas Niyamavali, 1980.

(b) Internal Development means and includes the cutting and filling of land, construction of roads, storm water drains, drinking water supply, provisions of other services, parks, play grounds, sewerage and

[illegible] roads, [illegible] libraries, community centres, [illegible] markets and other facilities and services as shown on the approved [illegible] service plan.

[illegible] development above the water [illegible] or beyond the limit of the [illegible] required to be done for [illegible] completion and functioning of the items of internal development [illegible] the estate.

[illegible] cost of the external [illegible] and cost of internal development [illegible] internal development part.

[illegible] the expressions the FOUNDER AND [illegible] hereinafter used shall be in the [illegible] include its successors [illegible] and in the latter case its [illegible] or assigns. It will [illegible] in matters of [illegible] [illegible] or [illegible].

[illegible] Society has applied for [illegible] land mentioned in the [illegible] in accordance with the provisions [illegible] 15 of the Act and whereas [illegible] the Zila Parishad, Arta [illegible] in relation to the [illegible] has permitted to [illegible] the land mentioned herein, [illegible] following conditions [illegible]

[illegible] FOUNDER shall carry out development [illegible] according to the approved layout [illegible] plan and specifications [illegible] attachment filed by the [illegible] [illegible] the Zila Parishad [illegible]

[illegible] FOUNDER shall carry out the [illegible] work as [illegible] without [illegible] the [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

writing for completion certificate within a period of one month from the date of completion of internal development works and the Colonizer shall deposit a sum of Rs. 613,64,599-00 towards development charges. Also if any [illegible] external development is to be in [illegible] the Colonizer and its transferees shall be liable to pay the same jointly and severally.

[illegible] the COLONIZER shall transfer the ownership and maintenance of parks, roads, pavements, drains, water supply system and public utility services, and the [illegible] infrastructure without consideration to the Master Society and such transfer shall be made within a period of one year from the date of completion of the internal development work. After expiry of that period, the Colonizer shall also oversee the maintenance of the development [illegible] carried out by the Colonizer shall transfer the ownership and maintenance of the parks, roads, pavements etc. to the Master Society [illegible] the model bylaws is attached herewith.

[illegible] COLONIZER shall [illegible] copies of title deeds of whatever [illegible] with originals for verification [illegible] attested by a gazetted officer, the originals whereof shall be returned to the Colonizer after verification. However, if the Colonizer furnishes fabricated / false documents, the permission accorded shall stand automatically nullified / cancelled. The Colonizer shall also be bound to disclose the fact of [illegible] title in accordance with any law in force. [illegible] and considered as a breach of the [illegible] permission or certification [illegible] shall be borne by the Colonizer and its transferees.

[illegible] Colonizer shall be liable to pay the penalty of [illegible] charges of the [illegible]

[illegible] shall not be [illegible] development charge at the rate specified herein on the basis of actual possible work to be done at site.

In [illegible] of the grant of the proposed [illegible] the parties to this deed [illegible] at a later hearing.

[illegible] the [illegible] development cost [illegible] :

[illegible] charges [illegible] normal [illegible]	Rs. 84,34,696- [illegible]
[illegible] development cost	Rs. 6,13,64,099- [illegible]
TOTAL	Rs. 6,97,98,795 [illegible]

The [illegible] in accordance with the [illegible] the [illegible]

[illegible] normal [illegible] challan no. [illegible] 28-8-87	[illegible] 15,10,173 - [illegible]
[illegible] cost. [illegible] 28-8-87 [illegible]	Rs. [illegible] [illegible] 57,129 - [illegible]
TOTAL	Rs. [illegible] [illegible]

[illegible] execution of all the proposed development [illegible] the [illegible] original title deeds [illegible] dealt with [illegible] of the title [illegible] development plots [illegible] the details [illegible]

[illegible]

[illegible]

[illegible] The value of the aforesaid [illegible] is [illegible] /- as per rate list of the [illegible] Form dated 16.6.86 [illegible] which has been [illegible] Rule 3 of the U.P. Stamp Rules, [illegible] has been [illegible] form [illegible] and [illegible] the rate list. [illegible] Bazaar [illegible] [illegible] of the [illegible] [illegible] 3,82,46,000.00. [illegible] [illegible] Rs 336,36,327.4 [illegible]

[illegible]

[illegible]

[illegible] Section 5 [illegible] [illegible] the [illegible]

[illegible]

3. THAT in case the actual cost of external development exceeds the amount paid by the COLONIZER, in such eventality the balance amount to the extent of the COLONIZER's share for the external development work the COLONIZER shall pay to the Authority the proportionate actual cost of external development works mentioned, for drainage works as the cost of the drainage system is to be charged proportionately from the society, this may increase while planning a drainage system and the COLONIZER has agreed to pay such additional demand as and when so demanded by the Authority and the COLONIZER shall incorporate a clause in the sale deed of each plot holder of the colony to the effect that plot holder shall be liable to pay the proportionate amount of external development cost on the plot allotted to him.

4. That a Master Plan of sewage and drainage of the area where the present colony is situated, is approved in future, the Colonizer shall be under obligation to carry out requisite internal sewerage work to integrate with the external sewer and sewerage within a period of three years from the date of receipt of a notice from the Authority. The Colonizer undertakes a clause to this effect in the transfer deeds that may be executed by it in favour of purchasers in any such amount also.

5. That the COLONIZER shall carry out the development work as indicated in the accompanying layout plan service plan, land scape plan and specification given in the statement of approved in the Authority attached herewith and as prescribed A.D.A. and D.A.R. Rules and the same shall be carried out under supervision of qualified and licensed Engineer/Town Planner who shall certify to the effect [illegible] Authority [illegible] been [illegible] the electrical, mechanical [illegible] electrification, sewerage [illegible] the [illegible] State Electricity Board, [illegible] the [illegible] prior to the completion of the plot development work and [illegible] the same with the concerned authority.

6. The the COLONIZER shall intimate to the Authority the date of commencement of the development work in the prescribed proforma attached to this deed whereby it shall in any case be started within 90 days of this deed.

[illegible] the following works of internal and external development works are to be carried out:

Internal development work:

The following internal development works of the colony shall be carried out by the COLONIZER against the abstract of cost indicated hereinbelow.

1. Road construction		Rs. [illegible]
2. Water supply		Rs. [illegible]
[illegible] construction of drain		Rs. [illegible]
4. Construction of park		Rs. [illegible]
[illegible] tree plantation		Rs. [illegible]
[illegible]		Rs. [illegible]
[illegible] electrification		[illegible]
[illegible] sewer line and sewage treatment plant.		Rs. [illegible]
Total		Rs. [illegible]
[illegible] price escalation		Rs. [illegible]
		Rs. [illegible]
TOTAL:	R.W.H.S.	Rs. [illegible]
Add 3% contingencies		Rs. [illegible]
TOTAL:	Say	Rs. [illegible]
[illegible] charges		Rs. [illegible]
GRAND TOTAL		Rs. [illegible]

[illegible] Internal Development - the first half [illegible] payment of the cost whereof, amounting to Rs. 3[illegible] has been deposited by the COLONIZER [illegible] AUTHORITY, which is to be carried out by [illegible].

[illegible]

[illegible] 70,78,843-A [illegible] will be [illegible] on 07-2-08 [illegible] 30-5-08, 07-2-09

[illegible] that the COLONIZER undertake to deposit with the development AUTHORITY the proportionate cost of construction of master plan road in the area as calculated by the AUTHORITY. The COLONIZER shall not raise any objection to this effect and shall incorporate a clause to the effect and shall [illegible] in favour of its members that the plot/house owners shall have to pay such charges as may be demanded by the AUTHORITY. If the COLONIZER / its members fail to pay the amount, it shall be [illegible] as arrears of land revenue.

[illegible] there is no internal sewer line [illegible] the colony and as such, it [illegible] the internal sewer lines. The COLONIZER may instead of laying sewer line [illegible] individual septic tanks [illegible] However, it is the responsibility of the individuals to construct tanks and no effluent shall be permitted to be discharged in the open drain. However, in future, if it is possible to extend sewer line in the area, then the plot/house owners shall be liable to pay the proportionate cost of internal sewer line, as may be decided by the agency responsible for laying sewer line. In case of violation, the individual plot/house shall be prosecuted as per law. All these conditions shall be incorporated by the COLONIZER in the saledeed executed by it in favour of its members/individuals.

[illegible] the following [illegible] internal [illegible] shall [illegible] as detailed below:

[illegible]	Date of Commencement	Date of Completion
[illegible]	[illegible]	[illegible]
[illegible] laying of water lines	[illegible]	[illegible]

[illegible] road [illegible] and tube well.	25-8-97	24-8-2012
2. Plantation of trees and development of parks.	25-8-97	24-8-2012
[illegible]	25-8-97	24-8-2012
[illegible]	25-8-97	24-8-2012
[illegible]	25-8-97	24-8-2012
6. Lamp of [illegible] ghar	25-8-97	24-8-2012
[illegible]	25-8-97	24-8-2012

14. THAT the COLONIZER shall furnish a monthly statement of Development works completed, and amount spent by him on development works against the estimated cost of Development works by 15th of every month which shall be examined and certified by the staff of the authority, by the 20th of every month, the status of which is [illegible] by the architect / engineer of the authority.

[illegible] the completion of [illegible] of the [illegible] below [illegible] of [illegible] Engineer [illegible] visit the site to assert the work carried out by the [illegible] [illegible] change in design, drawing, specifications any variation found then he [illegible] shall give a notice to the colonizer [illegible] or remove such type of work which [illegible] by the colonizer.

12. That the colonizer shall transfer the owner[illegible] of development land covered under parks, roads, open spaces, pavements, drains etc. free of cost in favour of the Nagar Nigam. The colonizer shall be under obligation to maintain open spaces intact and such open spaces like parks, open area, [illegible] [illegible] [illegible] the [illegible] Nagar Nigam.

13. [illegible]

such certificate to colonizer, the colonizer shall convey to the Nagar Nigam free of cost from all encumbrances all the public services which is under internal Development including roads, lanes, drains, parks, water works pipes, tube wells, water mains, overhead tanks, sewage and street lighting and the land underneath and the colonizer shall have no right to claim any interest on these public services and the authority shall be full entitled to transfer the same in any manner and to whomsoever it may deem proper and the colonizer shall not be entitled to claim any amount thereof or any part thereof.

The Colonizer shall also be under obligation to fix fire hydrants for fire fighting at appropriate place(s).

[illegible] The colonizer shall be responsible for the proper maintenance of all the services including sanitation within the colony for a period of atleast twelve months after the colony has been fully developed and a completion certificate has been issued by the [illegible] Nigam or until such time as the Authority takes over such services, whichever of these periods may be earlier.

[illegible] For the disposal of sewerage, the colonizer shall provide either proper sewer system which should be [illegible] with the sewer facilities if available, or shall make an alternative arrange ent for the treatment of sewage which has inter alia [illegible] septic tanks or sewer lines leading to collective septic tanks, oxidation ponds or bigger plants etc. In no case, the untreated effluent shall be permitted to be discharged in the open drains to prevent health hazards in the interest of public health.

[illegible] That the colonizer shall be under an obligation to [illegible] in the letter of allotment [illegible] deed, [illegible] be prescribed [illegible] the period of its audit [illegible] the colonizer shall [illegible] to its shareholders [illegible] with the [illegible] of [illegible] internal development works.

[illegible]

मुख्य कार्यपालक अधिकारी
नगर विकास प्राधिकरण, [illegible]

[illegible] That in areas where external development works [illegible] water and sewer is not possible in near future, in that case, the actual external development charges shall be payable in cash or bank draft to the Development Authority by the colonizer. In case there is no availability of water supply connection, then charges for tube well and over head tank shall be added to external development charges and accordingly supervision charges shall be payable to the Authority.

18. That the colonizer shall be liable to pay External Development charges to the Authority which shall be on actual basis and payable in half yearly instalments. It is further made clear that the amount of External Development charges is based on estimate, which is subject to change if the actual External Development charges are higher side. The external development charges will be recovered from the colonizer from time to time.

19. That [illegible] the development plans or houses to be [illegible] the housing society shall be a member of the [illegible] committee.

20. That the society shall seek permission of the U.P.S.E.B to carry out the development works pertaining electrification or alternately shall deposits the amount with U.P.S.E.B. as demanded by U.P.S.E.B. prior to taking up any work and intimate the authority accordingly.

21. That the society shall demarcate the land and shall certify within 3 months of the agreement that there is no change in the dimension of the layout. If there is any change, the society shall submit the plan as per site demarcation duly certified by licence [illegible] and seek approval of the amended plan.

22. [illegible] transfer charges by way of sale deed, gift or otherwise, the plots in the lands in respect of which permission for development is given to the colonizer, the colonizer shall incorporate in the transfer deed such terms and conditions as the Authority may prescribe in that behalf.

[illegible]

[illegible]

24. THAT the approved type designs [illegible] plans which are in the Row Bungalow [illegible] Agreement. The building plan fees, sanction charges and water charges [illegible] thereon have also been deposited with the [illegible] The ALLOTTEE [illegible] constructions according [illegible] seek formal sanction [illegible]

25. THAT [illegible] Indian's [illegible] and [illegible]

[illegible]

27. THAT [illegible] price escalation. [illegible] sanctioned and [illegible] individual [illegible]

28. THAT [illegible] Urban Planning & Development [illegible]

28A. THAT [illegible]

28 B. [illegible]

[illegible]

[illegible]

[illegible] Planning [illegible] 1971 [illegible] the [illegible] to which the [illegible] development is hereby granted to [illegible] the [illegible] shall have [illegible] the [illegible].

[illegible]

[illegible]

[illegible]

[illegible]

M.P. [illegible]

[illegible]

C.A.P

[illegible]

[illegible]

Advocate Kumar Patnaik

ANNEXURE

DETAILS OF LAND

C.A.P.