

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

FX 718526

AGREEMENT

This Agreement made between

Shri Purshottam Jan kalyan Nidhi Trust Power Of Attorney Holder Shri Mahesh Chand Baghel
S/o Shri Natthi Lal Baghel R/o : Village Dangoli Bangar, Teh. Mantt, Distt. Mathura.

(hereinafter) referred to as the FIRST PARTY.

AND

M/s. MATHURA VRINDAVAN DEVELOPMENT AUTHORITY, MATHURA

Constituted under Uttar Pradesh Urban Planning Development Act 1973, through its Secretary/Vice-Chairman (hereinafter referred to as the Mathura Vrindavan Development Authority, Mathura) as the SECOND PARTY.

WHEREAS THE constituents of the First party are the exclusive owners of the property on House No. 419 (old) & 523 (New) Ramanreti, Khasra No. 168(M), Mauza Vrindavan Bangar, Vrindavan, District Mathura, U.P. totalling to 2100.42 m² of the Project named "KISHORI KUNJ" being developed by the First Party, the Map of which is annexed hereto. WHEREAS the said land is situated within the limits/Jurisdiction/Development area of Second Party i.e. M.V.D.A., Mathura and is governed by UP Urban Planning and Development Act 1973, (hereinafter referred to as the Act.)

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AND WHEREAS the First Party desires to develop the same as a Residential Group Housing Scheme AND WHEREAS the First Party has already applied for permission to do so under section 15 of the Act referred to above along with the relevant documents required under the Act, Rules and Regulations, which have already been submitted to the second party for granting of the permission.

AND WHEREAS it is necessary for the First party to enter into an agreement with Mathura Vrindavan Development Authority, Mathura, relating to discharging of their liability towards the internal development of the said land.

AND WHEREAS the First Party and Mathura Vrindavan Development Authority, Mathura have come to an agreement relating to the same as contemplated by the Regulation 5(2) of U.P. (Regulation of Building operation) Regulation July 23,1960 (as adopted) by Mathura Vrindavan Development Authority framed under the U.P. (Regulation of Building operations) Act 1958.

AND WHEREAS the Vice Chairman, M.V.D.A. has the authority of entering into and formal execution of the present agreement.

AND WHEREAS the Mathura Vrindavan Development Authority, Mathura has agreed to grant permission to the First Party on terms and conditions of the present this agreement and in accordance with provisions of UP Urban Planning and Development Act 1973 and rules, regulations and directions issued by state/central Government from time to time.

NOW THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:-

- 1) That, after granting of permission for development of the Residential Group Housing Scheme and after full internal development of the colony, the First Party or the Association/Committee formed for such purposes by the First Party shall carry out the maintenance work of the internal public utility services.
- 2) That First Party /Association or any other owners' / occupiers' association or any other maintenance company appointed for this purpose shall be responsible for the proper maintenance of all the services including sanitations within the colony for a period of at least 12 months after the Residential Group Housing Scheme has been developed and completion certificate has been issued by the M.V.D.A. If the above parties fails to maintain the services as aforesaid M.V.D.A. Mathura shall be entitled to maintain the services itself and recover the cost of such maintenance from the occupiers of the Residential Group Housing Scheme.
- 3) THAT the expression "internal development", wherever used in this agreement or wherever used shall mean and include leveling and filling of land, construction of road, storm water drains, street lighting provisions for sites for school, sewerage, dispensaries

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community centers, and other public utility services as shown in the approved layout and service plans.

- 4) THAT, without prejudice to anything contained in this agreement all the provisions contained in U.P. Urban Planning and Development Act 1973 as amended and Rules, Regulations and directions made under U.P. Regulation of the Building operations Act 1958 as amended and directions as issued by state/central Government from time to time shall be applicable. Unless they are repugnant to those, terms shall be binding on the first party.
- 5) THAT the works of internal development in the Residential Group Housing Scheme in respect of which permission for development is agreed to be given shall be carried out by the first party itself or through any other person or contractor within seven years from the date of this agreement.
- 6) THAT, as security for due performance of this agreement and discharge of his contractors liabilities as the conditions may be to the work of internal development of the Residential Group Housing Scheme, a surety bond has been executed and mortgage deed in favor of second party M.V.D.A has been created.
- 7) THAT, the first party has paid to Mathura Development Authority the Development charges as demanded by Mathura Vrindavan Development Authority.
- 8) THAT, the building plan of individual plots or group housing in the Residential Group Housing Scheme will be sanctioned soon after this agreement is executed and furnished by the first party and layout plan is sanctioned pursuant thereto in accordance with provisions of the Act Rules, Regulations and direction issued by Government from time to time.
- 9) THAT, The registration fee and stamp duty payable on this and other document to be executed by the first party in pursuance of this agreement shall be borne by the first party under law.
- 10) THAT, in the event of any question, dispute or differences arising out of this agreement or touching or concerning the subject matter thereof, the same shall be referred to the sole arbitration of any person nominated by secretary to The Government of U.P. in the housing department. The first party will have no objection that the arbitrator is a Government servant, and that he had to deal with the matters to which the agreement relates or that in the course of his duties as a Government servant he has expressed

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view on all or any of the matters in dispute or difference, The award of the arbitrator shall be final and binding on parties. The Arbitrator may from time to time, with the consent of the parties enlarge the time for making and publishing the award. Subject as aforesaid, the arbitration Act, 1996, and the Rules there under for time being in force shall apply to arbitration proceedings under this clause.

11) That the Expression "The First party" and the "secretary/Vice-Chairman, Mathura Vrindavan Development Authority, Mathura" herein before used shall in the case of former include its successors and permitted assigns and In the case of the later its successors and assigns.

First Party

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Shri Purshottam Jan kalyan Nidhi Trust
Power Of Attorney Holder
Shri Mahesh Chand Baghel
S/o Shri Natthi Lal Baghel
R/o : Village Dangoli Bangar, Teh. Mantt,
Distt. Mathura.

Signature

Witness :- 1)

धार सिंह साहू सुधर सिंह
नि० गा० सुनरवा - वृन्दावन मथुरा
9927291541

Second Party

Signature
Signature

Secretary/Vice-Chairman
मथुरा वृन्दावन विकास प्राधिकरण
MATHURA VRINDAVAN DEVELOPMENT AUTHORITY
Mathura. (U.P.)

Witness:- 1)

Signature

2)

2)
सौरभ दास जी गणेशचन्द
नि०- दारोली, बहसोल कोट
जिला- मथुरा- 7906 540380



उत्तर प्रदेश UTTAR PRADESH

FX 718525

SECURITY BOND

This Agreement made between

Shri Purshottam Jan kalyan Nidhi Trust Power Of Attorney Holder Shri Mahesh Chand Baghel
S/o Shri Natthi Lal Baghel R/o : Village Dangoli Bangar, Teh. Mantt, Distt. Mathura.

(hereinafter) referred to as the FIRST PARTY.

AND

M/s. MATHURA VRINDAVAN DEVELOPMENT AUTHORITY, MATHURA

Constituted under Uttar Pradesh Urban Planning Development Act 1973, through its Secretary/Vice-Chairman (hereinafter referred to as the Mathura Vrindavan Development Authority, Mathura) as the SECOND PARTY.

WHEREAS THE First Party has submitted for approval to the Second Party a Project Plan (on 2100.42 m²) for Development of a Residential Apartment named "KISHORI KUNJ" on their Land Holdings bearing House No. 419 (old) & 523 (New) Ramanreti, Khasra No. 168(M), Mauza Vrindavan Bangar, Vrindavan, District Mathura.

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मथुरा

AND WHEREAS the Project Plan submitted by the First Party has been approved u/s. 15 of Uttar Pradesh Urban Planning Development Act 1973 by the Second Party and an Agreement between the First Party and the Second Party has been signed on 26/07/22 in regard to abiding by the Provisions, rules, laws and bye laws.

AND WHEREAS the total expenses for the Internal Development of the Residential Apartment has been estimated to be Rs. **11,77,95,390.00** By the Second Party.

AND WHEREAS the First Party is mortgaging **Ground Floor Flat 94.88 sq. meter, Second Floor Flat 94.88 sq. meter & Third Floor Flat 94.88 sq. meter Total Area 284.64 sq meter** land out of its total Residential Apartment Scheme land on the condition that if the First Party fails to complete the Internal Development work within the permitted Five years and extended period, if duly sanctioned from the date of Agreement, then the Second Party shall have the right to sell the mortgaged land and flats constructed thereon and utilize the proceeds to get the Internal Development work completed. The above mortgaged land and flats has been shown in HETCH colour in the Land Map.

AND WHEREAS the Security Bond has been executed in normal course and without any pressure.

Executed this 26.....th Day of July, 2022 at MATHURA.

First Party

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Shri Purshottam Jan kalyan Nidhi Trust
Power Of Attorney Holder
Shri Mahesh Chand Baghel
S/o Shri Natthi Lal Baghel
R/o : Village Dangoli Bangar,
Teh. Mantt, Distt. Mathura.

Witness :- 1)

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धारा सिंह स. श्री सुधसिंह
मि० सुनरव - वृन्दावन मथुरा

2)

9927291541

Sarav

सुनरव मि० श्री गणेश - वृन्दा
मि० दार्जिली वृन्दावन - मथुरा
मि० मथुरा - 7906540380

Second Party

सचिव
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सचिव
Secretary / Vice Chairman
MATHURA VRINDAVAN DEVELOPMENT AUTHORITY
Mathura. (U.P.)
26/07/2022

Witness:- 1)

2)

रिकार्ड फाईल दफ्तर में जमा करने का दिनांक
कुल पृष्ठों की संख्या



गुप हा डीसिंग

आनलाइन मानचित्र / M.V.D.A / BP / 21-22 / 0899

नाम प्रसोत्तम जैन लक्ष्मण ~~श्री~~ निधि ट्रस्ट
विषय श्री श्री ६६१-च-३ पुन श्री नन्दी लाल
..... मकान नं०-५१९ (अद) एवं ५२३ (अद) रामनगरी-एनएच
फाईल संख्या १०-१६४ (म) श्री. सुशेखर वासु, सुशेखर