

उत्तर प्रदेश UTTAR PRADESH

FF 376680

SECURITY BOND

M/s Braj Dham Constructions through Authorised Signatory Sh. Brajpal Singh S/o Sh. Kishore Chand H/o : W-104, Ground Floor, Greater Kailash, Part-1, New Delhi.
(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 62910.31 sq m² Land) for Development of a Residential Colony named "BRAJ DHAM SECTOR-1 & BRAJ DHAM SECTOR-2" on their Land Holdings bearing Khasra Nos. 83/1, 83/2, 124/1, 124/2, 124/2/, 124/3, 124/4, 124M, 125, 126, 127, 128, 129, 130, 130M, 131, 131M, 132M & 133M of Mauza Rajpur Bangar, Vrindavan District Mathura.

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 _____ in regard to abiding by the Provisions, rules, laws and bye laws.

For BRAJ DHAM CONSTRUCTIONS


Authorised Signatory



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AND WHEREAS the total expenses for the Internal Development of the Colony has been estimated to be Rs. 3,30.20,300.00 By the Second Party;

AND WHEREAS the First Party is mortgaging a total of 5585.34 sq. meter (Sec-1 Plot No. A-112, A-113, Sec-2 Plot No. A-1 To A-12, A-14 To A-35, Sec-1 Plot No. B-152, B-153, B-191, B-192, Sec-2 B-36 TO B-43, B-101 Commercial TO B-106 Commercial, Sec-1 Plot No. C-28 & C-76 Total Plot Nos.-56) land in total Colony land on the condition that if the First Party fails to complete the Internal Development work within the permitted Five years from the date of Agreement, then the Second Party shall have the right to sell the mortgaged land and utilize the proceeds to get the Internal Development work completed. The above mortgaged land has been shown in Red colour in the Land Map.

AND WHEREAS the First Party shall also Mortgage 1698.19 (Sec-1 Plot No. A-29 to A-48 Total Plot Nos.20) sq. meter which has been shown in the land map in Green colour towards guarantee for Balance External Development Charges.

AND WHEREAS the First Party shall also Mortgage 6331.34 (Sec-2 Plot No. A-72 to A-93, B-44 to B-71, B-94 to B-100 & B-107 to B-112 Total Plot Nos.63) sq. meter which has been shown in the land map in Orange colour towards guarantee for E.W.S. & L.I.G. House.

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

Executed this 11th Day of March, 2020 at MATHURA.

For BRAJ DHAM CONSTRUCTIONS
First Party

Authorised Signatory

M/s Braj Dham Constructions
through Authorised Signatory
Sh. Brajpal Singh
S/o Sh. Kishore Chand
H/o : W-104, Ground Floor,
Greater Kailash, Part-1, New Delhi.

Second Party

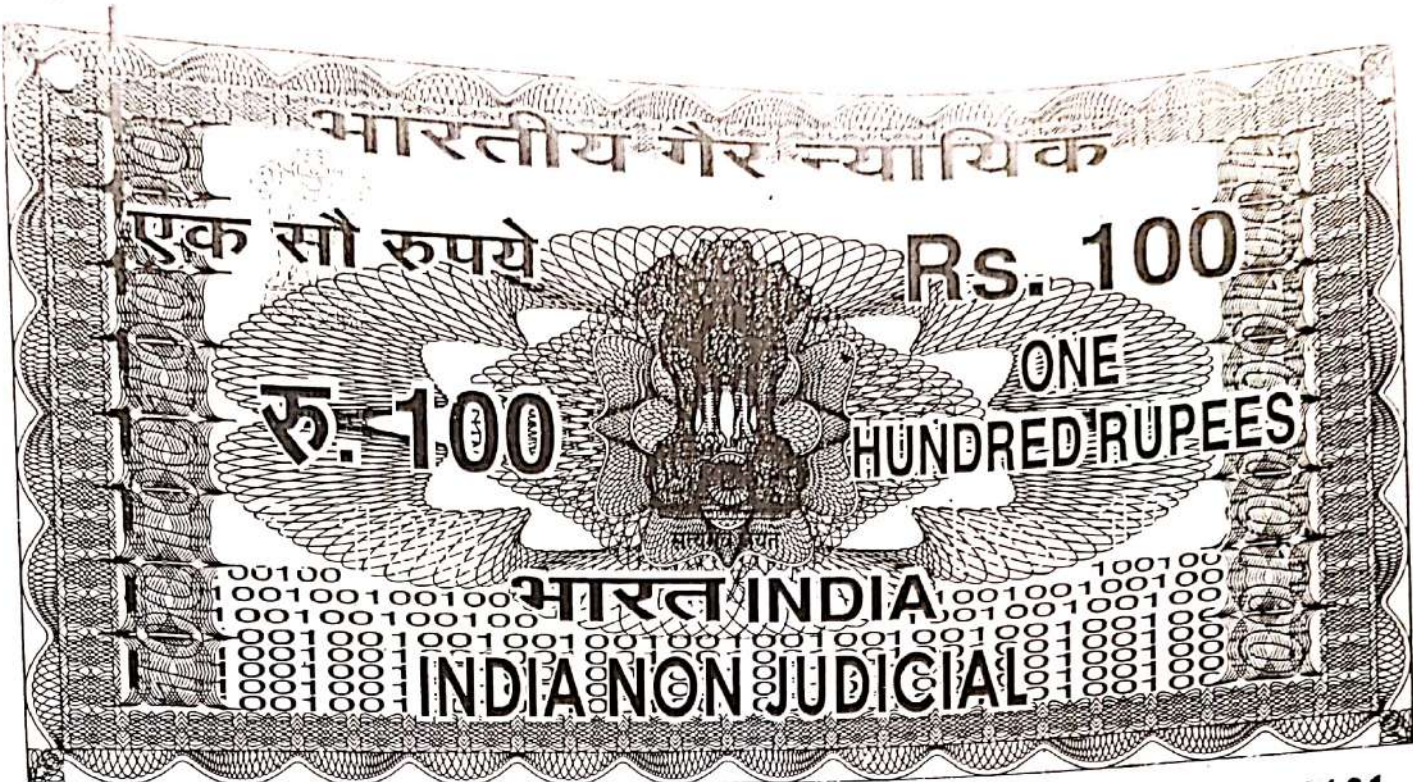
MATHURA VRINDAVAN DEVELOPMENT AUTHORITY
Mathura. (U.P.)

Witness :- 1) Gurpreet Singh
(GURPREET SINGH)
S/o. SH. GURBACHAN SINGH
104, ARJUN NAGAR,
SAFDER JUNG ENCLAVE,
NEW DELHI - 110029.

Witness:- 1)

2) Hemlata
Charish chandra mittal s/o
Shri mahesh chandra mittal
R/o Patiyam mandir campus
Jawahar Road, Mathura

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उत्तर प्रदेश UTTAR PRADESH

FF 376681

AGREEMENT

This Agreement made between

M/s Braj Dham Constructions through Authorised Signatory Sh. Brajpal Singh S/o Sh. Kishore Chand H/o : W-104, Ground Floor, Greater Kailash, Part-1, New Delhi.

(hereinafter) referred to as the FIRST PARTY.


AND

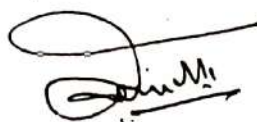
M/s. MATHURA VRINDAVAN DEVELOPMENT AUTHORITY, MATHURA

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 Khasra Nos. 83/1, 83/2, 124/1, 124/2, 124/2/, 124/3, 124/4, 124M, 125, 126, 127, 128, 129, 130, 130M, 131, 131M, 132M & 133M of Mauza Rajpur Bangar, Vrindavan District Mathura, U.P. totalling to 62910.31 sq m² of the Project named "BRAJ DHAM SECTOR-1 & BRAJ DHAM SECTOR-2" being developed by the First Party, the Map of which is annexed hereto. WHEREAS

For BRAJ DHAM CONSTRUCTIONS


Authorised Signatory



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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.)

AND WHEREAS the First Party desires to develop the same as a Residential colony 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 colony 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 maintainance 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 colony 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 colony.

or **BRAJ DHAM CONSTRUCTIONS**


Authorised Signator


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- 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 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 colony 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 colony, 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 colony 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

or **BRAJ DHAM CONSTRUCTIONS**


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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 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 thereunder 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
For BRAJ DHAM CONSTRUCTIONS

Authorized Signatory
M/s Braj Dham Constructions
through Authorised Signatory
Sh. Brajpal Singh
S/o Sh. Kishore Chand
H/o : W-104, Ground Floor,
Greater Kailash, Part-1, New Delhi.

Second Party

Secretary/Vice-Chairman
MATHURA VRINDAVAN DEVELOPMENT AUTHORITY
Mathura (U.P.)

Witness :- 1) (GURMEET SINGH)
S/o. SH. GURBACHAN SINGH
104, ARJUN NAGAR,
SAFDERJUNG ENCLAVE,
NEW DELHI - 110029.

Witness:- 1)

2) He. Mittal
Chauish chandra Mittal S/o
Shri mahesh chandra mittal
R/o Patiram mandir campus
Sonkh Road, Mathura

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