

उत्तर प्रदेश UTTAR PRADESH

BT 988971

AGREEMENT

This agreement made on the day of 23-2-19.
Between..... Agra, (A Society duly
registered under S.6 of the U.P. Co-operative Societies Act. 1965) having its
registration certificates No. 2925 dated..... and
having its registered office at आगरा विकास प्राधिकरण through its
Secretary श्री ०२०१२२ आगरा विकास प्राधिकरण (here
in after called the 'Society') on the one part;

And

The Agra Development Authority, Agra through its Secretary/Officer
authorized on its behalf (here-in-after called the 'Authority') of the other
part.


मुख्य नगर निरीक्षक
आगरा विकास प्राधिकरण



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This AGREEMENT made on the day of
between:

 Agra (a applicant duly registered under s. 6 pf the UP Coopreative
 Societies Act, 1965) having its registration certificate No.....dated.....
 and having its registered office at.....through its
 Secretary.....(here-in-after called the applicant) on the one
 part;

AND

The Agra Development Authority, Agra through its Secretary / officer authorized on
 its behalf (here-in-after called the Authority) of the other part.

WHEREAS the Applicant is the exclusive owner in possession of the land mentioned
 in ANNEXURE 'A' hereto, which is within the development area of the Authority, and
 to which the provisions of the UP Urvan planning & development Act, 1973, as
 amended from time to time, are applicable there under (here-in-after referred to as
 the 'Act'), which is binding between the parties hereto.

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

- (a) 'APPLICANT' means and Individual or company, association or body of
 individuals, whether incorporated or not (including a do-operative
 applicant) owning or acquiring whether by purchase or otherwise, any
 area of land for sub-division into plots for sale or lease for
 construction of building thereon or creating building on these plots
 and for selling or leasing out such plots with the building as defined in
 clause 2 (c) of UP (RBO) Directions, 1960.
- (b) ' Internal Development' means and includes leveling and filling of
 land, construction of roads, strom water drains, street lighting water
 supply, provisions of open spaces, parks, play grounds, sewerage and
 provisions of sites for schools, dispensaries, community centres,
 plantations, markets and other utilities and services as shown in the
 approved layout and service plans.
- (c) ' External development means the works within and / or beyond
 the limit of the colony required to be done for the satisfactory
 completion and functioning of any of the items of internal
 development of the colony.
- (d) ' Estimated Cost of Development' means and includes cost of
 Internal Development and external development both.
- (e) That the expression the APPLICANT AND THE AUTHORITY hereafter
 Used shall be in the case of former include its successors of assigns
 and in the latter case its include the members of co-operative
 housing applicant jointly of severely.

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Dr. ...

AND WHEREAS the applicant has applied for the development of the land mentioned in the Annexure 'A' to this Deed in accordance with the provisions of sections 14 & 15 of the Act and whereas in pursuance of the powers conferred under s. 14 & 15 of the ACT, the Vice-Chairman, after making necessary enquiry in relation to the matters specified in Ss. 8 & 9 of the Act and considering other relevant facts, has permitted to carry out development works on the land described herein this Deed on the following amongst other terms and conditions:

- (i) THAT the APPLICANT shall carry out development works according to the approved layout plan, service plan, land scape plan and specifications given in the statement filed by the APPLICANT and as approved by the vice-chairman of the Authority.
- (ii) THAT the APPLICANT shall carry out the entire internal development works as per estimates prepared by the authority on the basis of layout plan, service plan, landscape plan and specifications with the time period as prescribed or within such period as may be extended, and the applicant shall apply in writing for completion certificate within a period of one month from the date of completion of internal development works; and the applicant shall deposit a sum of Rs. 22891700-00 as external development charges. Also if any extra cost in external development is levied or enhanced, the applicant and its transferees shall be liable to pay the same jointly and severely.
- (iii) THAT the APPLICANT shall transfer the ownership and maintenance of parks, roads, pavement, drains, water supply system and public utility services, and the land underneath, without consideration to the Nagar Nigam; and such transfer shall be made within a period of one year from the date of the completion of the internal development works and during that period, the applicant shall also ensure the maintenance of the development works ensure the maintenance of the development works carried out by him. The applicant shall transfer the ownership and maintenance of the parks, roads, pavements etc. to the Nagar Nigam after the same.
- (iv) THAT the APPLICANT shall submit either certified copies of title deeds or photostate copy with originals for verification duly attested by a gazette officer, the originals whereof shall be returned to the applicant after verification. However, if the applicant furnishes fabricated / false documents, the permission accorded shall stand automatically nullified / cancelled. The applicant shall also be bound to disclose the fact of want of title in accordance with any law in force. Any loss and consequences as a result of the nullification / cancellation of the permission hereby accorded shall be borne by the applicant and its transferees.
- (v) THAT APPLICANT shall have to deposit inspection charges, for carrying out internal development works with the permission of the Vice-Chairman of the Authority, which shall be payable, at the rate of 1% of the total estimated cost of internal development work. If the estimate of internal development is increased, the applicant shall be liable to pay the balance of supervision charges at the said rate.

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[Signature]

- (vi) THAT the APPLICANT shall have to deposit external development charge at the rate specified herein on the basis of actual possible work to be done at site.

IN CONSIDERATION OF the grant of the aforesaid permission, the Parties to this deed hereby covenant as stipulated hereunder:

1. THAT as regards the supervision charges and external development cost aqre concerned, the applicant / applicant has been required to pay to the following amounts:

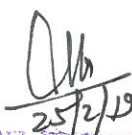
| | | |
|----|---|---------------------|
| a) | Inspection charges on estimated cost of internal development of Rs..... | Rs94515.00 |
| b) | Actual external development cost | Rs5651485.00 |
| | TOTAL | Rs5746000.00 |

The applicant has deposited with the AUTHORITY the sum detailed below:

| | | |
|----|---|----------------------|
| a) | Inspection charges on the Estimated cost of internal Development vide challan no विभिन्न | Rs94515.00 |
| b) | 1 st Half Yearly instalment of External Development cost. Vide challan No विभिन्न dated विभिन्न Of the AGRA. | Rs5651485.00 |
| | TOTAL | Rs.5746000.00 |

THAT to ensure execution of all the proposed development works, the applicant has mortgaged by way of deposit of original title deeds, the proposed developed plots in all admeasuring 3440 m² The details of the above mortgaged plots are as under:

| SN | PLOT NO. | AREA IN SQ.MTR. | RATE AMOUNT |
|-----|------------|-----------------|----------------------|
| C-1 | 107 TO 131 | | |
| | 102,146 | 3540.00 MT. | INTERNAL DEVELOPMENT |


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The above same plots mortgaged to Authority have been shown in red lines with layout plan approved by letters विम्लि and by letters.....विम्लि.....annexed hereto. The value of the aforesaid plots is Rs...../- as per rate list of the collector, Agra dated 2018 which has been issued under Rule 3 of the U.P. stamps Rules, 1997, which has come in force w.e.f. land of village..... tehsil and district Agra has been shown@ Rs 6000 /- per sq. mtr. As such, the value of the land of the mortgaged plots is more than 50% of the lan internal development cost i.e. Rs.....and remaining actual external development cost i.e. Rs विक्रय मूल्य का रु. for which the APPLICANT has been required to mortgage the land. All the above plots mortgaged to the Authority shall stand redeemed on carrying out the development work to the entire satisfaction of the Authority of the amount, for which the plots aforesaid has been mortgaged. The Applicant shall also be entitled to get the mortgaged plots redeemed in piecemeal, in proportion to the amount of the development works earned out by it.

The APPLICANT shall not transfer by way of sale or other any of the above mortgaged plots or part thereof until released/ redeemed by the Authority.

In case of Violation of the restriction by way of transfer of the plots hereby mortgaged, the APPLICANT shall be charged with an amount equal to the amount for which the plot/ land was mortgaged. The Authority shall also be at liberty to dispose of the mortgaged plot / land with a view to complete the internal development works, in case the applicant fails to carry out them even after due notice and opportunity, and the applicant shall have no right to object the same.

2. The applicant shall have to complete the internal development works within 5 year from the date of agreement, or with in such period of time as may be further extended by the authority. However, in case of failure of the applicant to complete the development works, the Authority, as mentioned above, would be at liberty to complete the remaining internal development works by disposing of the plot mortgaged in its favour. It would be further obligatory for the applicant to obtain a completion certificate regarding internal development from the Authority.
3. THAT in case the actual cost of external development exceeds the amount paid by the APPLICANT, in such eventuality the balance amount to the extent of the APPLICANTER'S Share for the external development work the APPLICANT shall pay to the Authority, the proportionate actual cost of external development works more particularly for drainage works as the cost of proportionately from the applicant this may increase while planning a drainage system and the APPLICANT has agreed to pay such additional demand as and when so demanded by the Authority and the APPLICANT shall incorporate a clause in the sale deed of each plot holder of the colony to the effect that proportionate amount of external development cost due on the plot allotted to him.

In case a Master Plan of sewage and drainage of the area, where the present colony is situated, is prepared in future, the APPLICANT shall be under obligation to carry out required internal development work to integrate with the external drain and sewerage within a period of three month after receipt of a notice from the Authority for the needful and the applicant shall incorporate a clause to this effect in the transfer deeds that may be excuted by it to bind the transferees to pay such amount also.

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4. THAT the APPLICANT shall carry out the development work as indicated in the accompanying layout plan service plan, land scape plan and specification given in the statement duly approved by the Authority attached with this deed as appendix A, B, C and D respectively and the same shall be carried out architect / Engineer / Town planner who shall issue a certificate to this effect on prescribed proforma (attached with this deed) as Appendix 'E'), which has been submitted to the Authority herewith. The name of such technical person that also. For electrification, applicant shall obtain approval from the UP State Electricity Board, as per the rules prior to the commencement of the electrification work and submit the same with the Development Authority.
5. That the APPLICANT shall intimate to the Authority the date commencement of the development work in the prescribed proforma attached to this deed appendix 'F' which shall in any case be started within 90 days of this deed.
- 6- That the following works of internal and external development works are to be carried out:

a) **Internal development Work :**

The following internal development works of the colony shall be carried out by the APPLICANT against the abstract of cost indicated herein-below.

| | |
|--|------------------------|
| 1- Road Construction | Rs. 6009850.00 |
| 2- Water Supply | Rs. |
| 3- Construction of drain | Rs. 4162650.00 |
| 4- Construction of park | Rs. 636048.00 |
| 5- Tree Plantation | Rs. 100000.00 |
| 6- Dalab Ghar | Rs. 69744.00 |
| 7- Electrification | Rs. 1420000.00 |
| 8- Sewer Line and Sewage treatment plant | Rs. 6130500.00 |
| Total | Rs. 20810599.00 |
| Add : Price Escalation | Rs. 2081059.00 |
| Total | Rs. 22891658.00 |
| Rain Water Harvesting System | Rs. 200000.00 |
| | 24891658.00 |
| Add : Contingencies | Rs. |
| Total | Rs. 24891658.00 |
| Add. Inspection Charges | Rs . 94515.00 |
| Grand Total | Rs 24986173.00 |

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- b) **External Development** - The First half year installment of the cost whereof, amounting to year installment of the cost whereof, amounting to Rs. पूर्ण भुगतान has been deposited by the APPLICANT With the AUTHORITY, which to be carried out by the authority.

Remaining 5 equal half yearly instalments of actual external development of Rs. each will be deposited on

- c) That the APPLICANT under take to deposit with the development AUTHORITY the proportionate cost of construction of master plan road in the area as calculated by the AUTHORITY. The APPLICANT shall not raise any objection to this effect and shall incorporate a clause in the sale deed to be executed in favour of its members that the plot/house owners shall have to pay such charges as and when demanded by the AUTHORITY. If the APPLICANT or its members fail to pay the amount, it shall be recovered as arrears of land revenue.

7. THAT there is no external sewer line at present around the colony and as such, it is not possible to connect the internal sewer lines, with any external line. In such a situation, the APPLICANT may instead of laying sewer line in the colony may make individual septic tanks and soak pits in plots, however, it is the responsibility of the individuals to construct septic tank/soak pits for proper discharge of sewerage 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 external 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 APPLICANT in the sale deed executed by it in favour of its members/individuals.
8. THAT the following works of internal except external development in the colony in respect of which permission for development is given, shall be got done by the APPLICANT as detailed below

| S.No. | ITEM | DATE OF COMMENCEMENT | DATE OF COMPLETION |
|-------|--|----------------------|--------------------|
| 1. | Site Preparation demarcation, formation of road with soling. | 25.02.18 | 24.02.23 |
| 2. | (i) Laying of water lines, sewer lines, network, complete. | 25.02.18 | 24.02.23 |
| 2. | (ii) Over head tank and tube well. | 25.02.18 | 24.02.23 |
| 3. | Plantation of trees and development of parks. | 25.02.18 | 24.02.23 |
| 4. | Cont. of drains | 25.02.18 | 24.02.23 |
| 5. | Cont. of roads | 25.02.18 | 24.02.23 |
| 6. | Cont. of parks | 25.02.18 | 24.02.23 |
| 7. | Cont. of dalav ghar | 25.02.18 | 24.02.23 |
| 8. | Electrification | 25.02.18 | 24.02.23 |

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10. THAT the APPLICANT shall furnish a monthly statement of Development works completed, and amount spend by him on development works against the estimated cost of Development works by 15th of every month which shall be examined and verified by the staff of the Authority by the 30th of every month. The statement shall be duly signed by the architect / engineer of the APPLICANT.
11. THAT during the execution of development work the officer of the Authority (not below the rank of Junior Engineer) may visit the site to inspect the work carried out by the APPLICANT, if any change in design, drawing, and specification or any deviation is found then he will immediately give a notice to the APPLICANT to rectify or remove such type of work and it will be binding on the APPLICANT.
12. THAT the APPLICANT shall transfer the ownership of developed land covered under parks, roads, open spaces, pavements, drains etc. free of cost in favour of the Nagar Nigam. The APPLICANT shall be under obligation to maintain open spaces intact, and such open spaces like park, road etc. shall not be, at any time, be sold / leased and / or assigned for any purpose except their transfer to the Nagar Nigam for their maintenance, and any transfer in its contravention shall be void and of no legal consequence.
13. THAT after the full development of the land has been carried out and a completion certificate in respect thereof is issued by the Authority and in any case within twelve months of the issue of such certificate to APPLICANT, the APPLICANT 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 APPLICANT shall have no right to claim any interest on these public services and the Authority shall be fully entitled to transfer the same in any manner and to whomsoever it may deem proper and the APPLICANT shall not be entitled to claim any amount thereof or any part thereof.

The APPLICANT shall also be under obligation to fix fire hydrants for fire fighting at appropriate place(s).
14. THAT the APPLICANT shall be responsible for the proper maintenance of all the services including sanitation within the colony for a period of at least twelve months after the colony has been fully developed and a completion certificate has been issued by the Authority/Nagar Nigam or until such time as the Authority takes over such services, whichever of these periods may be earlier.

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15. THAT for the disposal of sewerage, the APPLICANT shall provide either proper sewer system which should either be connected with the sewer facility, if available, or shall make an alternative arrangement for the treatment of sewage which may include Cemented individuals septic tanks or sewer lines leading to collective septic tanks, oxidation ponds and biogas plants etc. In no case, the untreated effluent shall be permitted to be discharged in the open drains to prevent health hazard in the interest of public health.
16. THAT the APPLICANT shall be under an obligation to disclose in the letter of allotment / sale deed / transfer deed, that may be executed by it in favour of its member / transferee about the date of sanction of the present layout plan and also the period of its validity. Besides this, the APPLICANT shall also disclosed to its transferees / allottees the plots mortgaged with the authority as security for the satisfactory completion / execution of the internal development works.
17. THAT in areas where external development works like 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 APPLICANT. In case there is no possibility of water supply connections, then charges for tube well and over Head tank shall be added to internal development charges and accordingly supervision charges shall be payable to the Authority.
18. THAT the APPLICANT 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 comes on higher side. The external development charges will be recovered from the APPLICANT free of interest.
19. THAT the APPLICANT shall form a committee to allot the development plots or houses to its members and a representative of the Nibandhak, co-operative housing APPLICANT shall be a member of the allotment committee.
20. THAT the APPLICANT 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 APPLICANT 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 APPLICANT shall submit the plan as per site demarcation duly certified by license Architect/Engineer and seek approved of the amended plan.


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22. THAT before the APPLICANT transfers or agrees transfer whether by way of sale, lease, gift otherwise, the plots in the lands in respect which permission for development is given to APPLICANT, the APPLICANT shall incorporate the transfer deed such terms and conditions the Authority may prescribe in that behalf.
23. THAT the stamp duty and registration fee payable on this and other documents to be executed by the APPLICANT in pursuance of this agreement shall be borne by the APPLICANT.
24. THAT the approved type design / building plan or plot Nos. Nil, of the layout plan, which are in the Row Housing, are annexed hereto and are made a part of the Agreement. The building plan fees, stacking charges and water charges payable thereto have also been deposited with the Authority vide challan No. .., p. related y, The APPLICANT and / or its members shall be entitled to raise constructions accordingly.
- The members of the APPLICANT may file revised building plan and may also seek formal sanction of such individual building plan, if required.
25. THAT the permission for sanction of building plans will be given to individuals plot-owner within the valid time of layout. If APPLICANT fails to complete development works in time, the colony will be treated as unauthorised and the individual building plans will be sanctioned as per the decision of the AUTHORITY or regularised colony.
26. THAT the Applicant shall have to fix a sign-board of 1.50 * 1.00m size at the entrance of colony, which shall depict therein the name of the Applicant. The last date of the validity of the sanction of the layout plan.
27. THAT if the APPLICANT does not complete any part or development works within stipulated time, time extension shall be accorded as per rule and on depositing the amount of supervision charges calculated on the increased amount of remaining development works. The increase will be calculated @ 10 p.a. as price escalation. If the APPLICANT fails to complete the remaining development works within extended time as per rule, then no other layout of the said APPLICANT shall be sanctioned and accordingly the individual plan of that particular colony.
28. THAT, without prejudice to anything contained in this agreement all the mandatory provisions contained in the said Regulations and Directions of the UP Urban Planning, Development Act 1973 shall be binding on the APPLICANT.


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- 28A. THAT the APPLICANT shall take necessary steps for adopting Rain water harvesting system in terms with Govt. Order No. 1703A/9-A-1Vividh/98 Dt. 12-04-2001
- 28B. लैंड फिल साई तथा सॉलिड वैस्ट मैनेजमेन्ट हेतु प्राधिकरण द्वारा मांगे जाने पर निर्धारित धनराशि जमा करानी होगी।
- C. वैकल्पिक सौर ऊर्जा संयंत्र का प्राविधान करना होगा।
- D. भूखण्डों के सम्मुख नाली एवं सड़क के निर्माण के उपरान्त ही पृथक् रूप से एकल मानचित्र स्वीकृत किये जायेंगे।
- E. यदि बाह्य विकास शुल्क बढ़ता है, तो मांग करने पर जमा कराना होगा।
- F. यदि भू-स्वामित्व का कोई विवाद उत्पन्न हुआ तो मानचित्र निरस्त कर दिया जायेगा। विकास शुल्क विलम्ब से जमा करने पर विलम्ब शुल्क देना होगा।
29. THAT of any land compressed in the layout plan is found to be in excess in ceiling limit, then the layout plan of such excess land shall stand cancelled automatically and the APPLICANT/its transferees shall have no claim for approval of any building plan on such land.

In case of failure of the APPLICANT to observe any of the articles of this contract, the Authority shall be at liberty to proceed against the APPLICANT under S.26(1) of the UP Urban Planning and Development Act. 1973, as it would amount to contravention of the conditions subject to which the permission of development is hereby accorded to the APPLICANT, and the APPLICANT shall have no Authority to object the same.

30. THAT in the event of any question despite of difference arising out of this agreement or touching or concerning the subject matter thereof, the same shall be referred to the sole Arbitrator who would be the Chairman, Agra Development Authority, Agra. No objection shall be raised that the arbitrator is a Government servant and that he has to deal with matter to which the agreement relates or that in the course of his duties as a government servant, he has expressed views on all or any of matters to dispute of difference. The arbitrator shall be final and binding on the parties.

The arbitrator may from time to time with the consent of the parties, enlarge the time of making and publishing the award.

Subject as aforesaid the Arbitration and Conciliation Act, 1996 (Act No. 26 1996) and the Rules thereunder for the time being in force, shall apply to arbitration proceedings under this clause.


 28/2/19
 अग्र नगर निगम
 आगरा विकास प्राधिकरण



IN WITNESS WHEREOF, Shri V.C. JAIN AUTHORISED SIGNATORY, NEELANCHAL TOWN PVT.LTD OLD NAME V.V COLD STORAGE PVT. LTD K.P. BUILDWELL PVT.LTD, MAHADEV SAHKARI AWAS SAMITI LTD. for and on behalf of the APPLICANT and the Vice Chairman for and on behalf of the AUTHORITY, have signed this Deed on the day and year mentioned above. This Deed consists of .. pages.

SIGNATURE OF C.T.P.

For & on behalf of

Agra Development Authority

Agra.

मुख्य नगर निरीक्षक
आगरा विकास प्राधिकरण

SIGNATURE

Secretary/President

For and on behalf of

For वी०सी० जैन

अधिकृत प्रतिनिधी

WITNESSES :

1. सतीश चंद शर्मा

वरिष्ठ लिपिक आगरा विकास प्राधिकरण, आगरा।

2. श्री मनीष बसंल

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ANNEXYURE 'A'DETAILS OF LAND

LAND SITUATED AT VILLAGE BAROLI AHEER TEHSIL SADAR AND DISTRICT AGRA CONSISTING OF KHASRA NO. 1019,1020,1046 AS DETAILED BELOW :

Khasra No. 1019,1020,1046 all situated in village BAROLI AHEER Tehsil SADAR and district Agra.

SIGNATURE OF C.T.P.

SIGNATURE OF

For & on behalf of

Agra Development Authority
of Agra.

मुख्य नगर निरीक्षक
आगरा विकास प्राधिकरण

For and on behalf
OF V.C JAIN


AUTHORISED SIGNATORY