## KRISHNA BHU VIKAS LLP

PLOT NO. 2, SECTOR 16B, AVAS VIKAS COLONY, AGRA - 282007

LLPIN - AAR-4830

E-mail - krishnabhuvikas@gmail.com

Date: - 05.08.2020

To,

Technical Advisor

**UP-RERA** 

Naveen Bhavan, Rajya Niyojan Sansthan,

Kala Kankar House, Old Hyderabad, Lucknow - 226007

Subject: - Validity of Map No. 20200109223333560 & Individual Plans for Project "Krishna Valley" – Registration application ID98056.

Respected Sir,

The Validity of Map is 5 years from the date of sanction, as is mentioned on the approved map.

The Promoter and Agra Development authority though have entered into an Agreement dated 21-03-2020, where in the development works are permitted to be executed between 01-04-2020 and 31-03-2025. The same can be found on Page No.6 of the agreement. The picture of the table mentioning the same is shared below.

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.	01-04-2020	31-03-2025	
2.	(i) Laying of water lines, sewer lines, network, complete.	01-04-2020	31-03-2025	
2.	(ii) Over head tank and tube well.	01-04-2020	31-03-2025	
3.	Plantation of trees and development of parks.	01-04-2020	31-03-2025	
4.	Cont. of drains	01-04-2020	31-03-2025	
5.	Cont. of roads	01-04-2020	31-03-2025	
5.	Cont. of parks	01-04-2020	31-03-2025	
7.	Cont. of dalay ghar	01-04-2020	31-03-2025	
8.	Electrification	01-04-2020	(31-03-2025	

Sir, the Permit Letter, and the Agreement is Annexed with this letter.

In Addition, we wish to inform that ADA does not issue a separate permit letter for type design of Villas.

With Best Regardshna Bhu Vikas LLP

Rakesh Kohli

Designated Partner

Kouli'

Krishna Bhu Vikas (LLP)



## आगरा विकास प्राधिकरण, आगरा

मैप सं0-20200109223333560 प्रेषक

दिनांक-28-2-2020

अधिशासी अभियन्ता(भवन) आगरा विकास प्राधिकरण, आगरा।

सेवा मे.

कृष्णा भू विकास एल०एल०पी पार्टनर श्री राकेश कुमार गुप्ता पुत्र स्व0 श्री ओम प्रकाश गुप्ता निवासी–02, विश्वकर्मा ग्रीन, आगरा।

विषयः प्लाट संख्या—आर—6, सैक्टर—डी शास्त्रीपुरम, आगरा के मांग पत्र के सम्बन्ध में। महोदय,

उपरोक्त विषयक आप द्वारा प्ररतुत <u>ले-आउट</u> मनिचेत्र पर निम्नानुसार शुल्कों की गणना कर स्वीकृत कर दिया गया हैं:

	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			
1.	निरीक्षण शुल्क	₹4.		1,19,000.00
2	अनुज्ञा शुल्क	₩.		20,000.00
3	लेबर सेस शुल्क	₹0		60,500.00
	रेनवाटर शुल्क	रंग		200,000.00
5.	भवन निर्मार्ण पर शुल्को का विवरण		-	111/22
6.	निरीक्षण शुल्क	42		97,307.00
7.	मानचित्र शुल्क	₩.		24,327.00
8.	लेबर सेस शुल्क	₹9.		7,05,476.00

## शर्ते / प्रतिबन्ध

- निर्माण सामिग्री को निर्धारित स्थलों पर ढक कर रखा जाय तथा समुचित प्रकार से पानी का छिड़काव किया जाय।
- निर्माण सिमग्री को लान व ले जाने वाले वहनों के टायर बॉडी की भली-भॉति धुलाई की जाय तथा निर्माण सामग्री को ढक कर ले जाया जाय।
- निर्माण एवं ध्वस्तीकरण से जनित अपशिष्ट को निर्धारित स्थल तक डक कर ले जाया जाय तथा सडकों के किनारे अनयंत्रित रूप से एकत्रित न किया जाय।
- निर्माण एवं ध्वस्तीकरण से जनित अपशिष्ट को पुनः प्रयोग किये जाने हेतु स्थल निर्धारित करते हुए प्लान्ट स्थापित किया जाये।
- पेड़ों से झड़ने वाली पत्तियों व उद्यानों से जिनत अपशिष्ट को जलाया न जाय अपितु निर्धारित स्थलों पर कम्पोस्ट पिट बनाकर निस्तारित किया जाय।
- 6 प्राधिकरण स्तर द्वारा उक्त निर्देशों के उल्लंघन पर व्यक्तियों / संस्थाओं के विरुद्ध नियमानुसार दण्डात्मक कार्यवाही की जाय /

- भू स्वामित्व सम्बन्धी वाद-विवाद होगे की स्थिति में दी गयी स्वीकृति स्वतः निरस्त मानी जायेगी।
- आवेदक को समस्त विभागों से प्राप्त अनापत्ति प्रमाण पत्रों में लगायी गयी शर्तों का अनुपालन सुनिश्चित करना होगा।
- आवेदक को कफ टॉप रेन वाटर हार्वेस्टिंग के माध्यम से भू-जल की रिचार्जिंग हेतु रेन वाटर हार्वेस्टिंग सिस्टम की स्थापना करनी होगी।
- 10. प्राधिकरण से पूर्णता प्रमाण-पत्र प्राप्त करना होगा।
- 11. निर्माण कार्य भवन उपविधि में निर्धारित योग्यता रखने वाले दक्ष अभियन्ता तथा वास्तुविद की देखरेख में कराना होंगा ताकि भवन की संरचनात्मक सुरक्षा तथा मूकम्परोधी व्यवस्था उनके हारा सुनिश्चित की जाये।
- निर्माण सामग्री अथवा मलबा को मैटल्ड रोड पर स्टोर महीं किया जायेगा। मैटल्ड रोड से अलग निर्माण सामग्री को एकत्रित करने हेतु स्थल का चिंहाकन करना होगा।
- 13. पर्यावरण एव वन मंत्रालय, भारत सरकार द्वारा जारी गाईडलाइन-2010 के अनुसार आवेदक/भवन स्वामी निर्माण स्थल, सड़क गली व कालोनी में स्थित निर्माण सामग्री को ढ़क कर रखवायेगा तथा भवन निर्माण सामग्री का भण्डारण ऐसे स्थान पर किया जाये कि यह उड़कर हवा में न फेले। आवेदक को पर्यावरण एवं वन मंत्रालय द्वारा जारी गाईलाइन-2010 में निहित समस्त निर्देशों का अक्षरश अनुपालन सुनिश्चित करना होगा।
- 14. ऐसे कर्मधारी जो स्थल पर निर्माण कार्य कर रहे हैं अथवा निर्माण सामग्री को चढ़ाने व उतारने का कार्य करते हैं, विकासकर्ता द्वारा उन्हें मास्क उपलब्ध कराये जायेंगे तािक डस्ट उनके स्वास्थ्य में न जायें तथा ऐसे कर्मधारियों के धिकित्सा सुविधा व आवश्यक जाँच व उपचार की उचित व्यवस्था किया जाना होगा।
- 15. पत्थर काटने व ग्राइण्डिंग का कार्य करते समय पर्यावरण में डस्ट पार्टिकल न उड़कर जायें, उसकी उचित व्यवस्था आवेदक द्वारा सुनिश्चित करवाथी जाग्नेगी तथा निर्माण स्थल पर हवा को रोकने के लिए दीवार आदि भी बनाये जाने की व्यवस्था सुनिश्चित की जायेगी। आवयकतानुसार वृक्षारोपण किया जायेगा।
- भविष्य में यदि किसी विभाग की देयता बनली है तो पक्ष को देय होगी।
- 17. स्थल पर मानचित्र स्वीकृत से सम्बन्धित विवरण अंकित कर बोर्ड लगाना होगा।
- शासनादेश संख्या—1811/8—3—14—211 विकिथ/13 विनांक 17.11.14 के प्राविधानों के अनुसार 20: भूमि आन्तरिक विकास के सापेक्ष बंधक रखनी होगी।
- पर्यावरण स्वीकृति की अपेक्षा वाली कोई भी मयन अधवा अवसंरधना परियोजना धूल उपशमन उपायों सहित अनुमोदित पर्यावरणीय प्रबंधन योजना के बिना कार्यन्वित नहीं की जायेगी।
- 20. निर्माण स्थलों पर या वहां तक जाने वाली सड़कें खड़जा और ब्लैकटॉप्ड (अर्थात मैटेलिक सड़के) होनी चाहिये।
- 21. पर्याप्त धूल उपशमन उपायों के बिना मिट्टी की खुदाई नहीं की जायेगी।
- 22. कोई भी मिट्टी या रेत या निर्माण और विध्वंस अपशिष्ट या धूल वाली कोई अन्य निर्माण समाग्री बिना ढके नहीं छोड़ी जायेगी।



- 23. समुचित ऊंचाई अर्थात भवन की ऊंचाई की 1/3 और अधिकतम 10 मीटर तक के विंड-ब्रेकर की व्यवस्था की जायेगी।
- निर्माण स्थल पर जनता को आसानी से दिखाई देने के लिए घूल उपशमन उपायों का स्पष्ट तौर पर प्रदर्शन किया जायेगा।
- 25. मानचित्र की इस स्वीकृति सम्बन्धित किसी भी शासकीय विभाग स्थानीय निकाय (जैसे-नगर निगम, एठडी०ए०) किसी अन्य व्यक्ति का अधिकार तथा स्वामित्व किसी प्रकार से प्रभावित नहीं होता है।
- भवन मानचित्र जिस प्रयोजन हेतु स्वीकृत कराया गया है. उसी प्रयोग में लाया जायेगा।
- जो भूमि विकास कार्य के उपयुक्त नहीं होगी, उसे शासन अथवा किसी स्थानीय निकाय / प्राधिकरण विकास करने की कोई जिम्मेदारी नहीं है।
- 28. बिजली की लाईन से निर्धारित सीमा के अन्दर कोई निर्माण नहीं किया जायेगा।
- सड़क, सर्विस लेन अथवा सरकारी भूमि पर कोई निर्माण सामग्री (बिल्डिंग मैटेरियल) नहीं रखी जायगी तथा गन्दे पानी की निकासी का पूर्ण प्रबन्ध स्वयं करना होगा।
- स्वीकृत मानचित्रों का एक सेट स्थल पर रखना होगा ताकि उराकी गाँके पर कभी भी जांच की जा सके।
- यह मानचित्र उ०प्र० नगर योजना एवं विकास अधिनियम, 1973 की धारा–15 के अन्तर्गत किसी अन्य शर्त के साथ स्वीकार किये जातें हैं तो शर्त भी मान्य होगी।
- 32. सङ्क पर अथवा बैक लेन में कोई रैम्प नहीं बनाये जायेंगे। रैम्प अपनी ही भूमि पर बनाया जायेगा।
- जो भूमि विकास कार्य के उपयुक्त नहीं होगी, उसे शासन अथवा किसी स्थानीय निकाय/प्राधिकरण विकास करने की कोई जिम्मेदारी नहीं है।
- 34. पक्ष द्वारा प्रस्तुत शपथ पत्र दिनांक 17.02.2020 का पालन करना होगा।
- पर्योवरण की दृष्टि से उ०प्र० राज्य वन नीति अधिनियम के अन्तर्गत नियमानुसार वृक्षारोपण करना अनिवार्य होगा।
- निर्माण का स्ट्रक्चरल सेपटी, गुणवत्ता, वर्क मैनशिप एवं निर्माण के समय सुरक्षा आदि का समस्त उत्तरदायित्व भू—स्वामी/निर्माणकर्ता का होगा।
- यह अनुङ्गा किसी भी समय प्रत्यावेदन पर अथवा अन्य प्रकार यह ज्ञात होने पर कि अनुङ्गा सारवान तथ्यों को प्रस्तुत न कर अथवा छलपूर्वक व्यवहार कर प्राप्त की गई है, निरस्त की जा सकती है।
- 38. किसी भी प्रकार का प्रक्षेप जो चाहें सार्वजनिक मार्ग पर नामियों के ऊपर पत्थर के रूप में हो अथवा आंकड़े बालकनी छज्जा कारनिस और किसी प्रकार के प्रक्षेप रूप में हों, चाहें भले ही ऐसे प्रक्षेप में भूल से इन नक्शों में दशां दिये गये हों, की अनुज्ञा अमान्य होगी।
- 39. ऐसे निर्माण कार्यों के लिए नगर महापालिका अधिनियम की धारा—293 के अधीन पृथक स्वीकृति अनिवार्य है। अनुङ्गा के विपरीत यदि किसी प्रकार के परिवर्तन की आवश्यकता हो तो ऐसे परिवर्तन हेतु पूर्व स्वीकृति अनिवार्य होगी।
- 40. यह अनुज्ञा निर्माणकर्ता अथवा उनके अधिकृत प्रतिनिधि को इस बात की सहमित नहीं देती है कि व सार्वजनिक मार्ग अथवा सार्वजनिक मूमि में मकान इस्यादि बनवाकर निर्माण कार्य करें अथवा ऐसी जगह निर्माण कार्य करें, जहाँ पर विद्युत तार हों, जब तक इस प्रकार लगे तार उ०प्र०विद्युत परिषद् द्वारा न हटा दिये जायें।

- 41. भवन निर्माण उत्तर प्रदेश नगर योजना और विकास अधिनियम, 1973 की धारा—15(3) के अन्तर्गत इस प्रतिबंध सहित स्वीकृत किया जाता है . कि विकास प्राधिकरण भूमि विषयक भू—स्वामित्व के लिए विधित: बाह्य नहीं है।
- 42. स्थल पर कराये जाने वाले निर्माण कार्य ऐसे श्रमिकों के माध्यम से कराया जायेगा जिनका पंजीयन श्रम विभाग से अवश्य हो।
- निर्माण स्थल पर कार्य करने वाले मजदूरों के फोकल स्क्राज को सुरक्षित निस्तारण हेतु स्थल पर शौचालय/मोबाईल शौचालय की व्यवस्था करनी होगी
- 44. भवन का प्लिन्थ लेबिल तक निर्माण कार्य पूर्ण हो जाने पर मवन/खामी निर्माणकर्ता स्थल के जीठपी०एस० कोर्डिनेट तिथि एवं समय के साथ डिजीटन फोटोग्राफ आगरा विकास प्राधिकरण को अपलोड कर प्रस्तुत करेंगे, जिसके साथ इस आशय का शमथ पत्र भी प्रस्तुत करना होगा कि मौके पर फोटोग्राफ्स के अनुसार ही निर्माण किया गया है। यदि यह पाया जाता है कि भवन स्वामी/निर्माणकर्ता द्वारा स्वीकृत मानचित्र भवन निर्माण एवं विकास उपविधि के प्रस्तर— 3.1.1 के अन्तर्गत अनुज्ञा से छूट से इतर निर्माण कराया गया है तो आगरा विकास प्राधिकरण द्वारा सील किए जाने में उन्हें कोई आपत्ति नहीं होगी और उसके लिए वह किसी कार्य की क्षितिपूर्ति का दावा नहीं करेगा।

अतः उपरोक्तानुसार धनराशि पत्र प्राप्ति कै 30 दिन के अन्दर प्राधिकरण कोष में जगा कराने का कष्ट करें, जिससे आपका मानवित्र निर्गत किया जा सके। निर्धारित सगय में वॉछित धनराशि एवं औपचारिकताएँ पूर्ण न करने पर बिना किसी अन्य सूचना के मानुचित्र निरस्त कर दिया जायेगा।

मवदीय

अधिशासी अभियन्ता(भवन) आगरा विकास प्राधिकरण आगरा।

9

# आगरा विकास प्राधिकरण, आगरा

पंजीयन लिपिक/मुख्य लिपिक/बार्ब लिपिक/दिन्यास मानिकः लिपिक/नियोजन मानिकःकार/नजूल अमीन/ योजना तिपिक/मू—अर्जन अमीन/प्रकर्तन लिपिक/अवर अभियन्ता

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उत्तर प्रदेश UTTAR PRADESH

CB 016794

This AGREEMENT made the day.

of 21:3-2020 ....between:

कृष्णा भू विकास एल.एल.पी. पार्टनर एवं श्री राकेश कुमार गुप्ता पुत्र स्व0 श्री ओम प्रकाश गुप्ता, नि0-02, विश्वकर्मा ग्रीन, आगरा। (applicant duly registered under Company act, 1956) having its registration certificate and having its registered office at कृष्णा भू विकास एल.एल.पी. पार्टनर एवं श्री राकेश कुमार गुप्ता पुत्र स्व० श्री ओम प्रकाश गुप्ता, नि0-02, विश्वकर्मा ग्रीन, आगरा।

(here-in-after called the applicant) on the one part;

AND

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

आगरा विकास प्राधिकरण

For Krishna Bhu Vikas LLP

Designated Partner,

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 (RBQ) 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 completition 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.

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 applicant and checked 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

For Krishna Bhu Vikas LLP

- .II.

one month from the date of completion of internal development works; and the applicant shall deposit a sum of 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, payment, 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 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 gazetted 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. Arly 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.
- (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 convenant as stipulated hereunder:

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

a)	Inspection charges	£7.	Rs. 1,19,000.00
	TOTAL		Rs. 1,19,000.00

कास प्राचिकरण For Krishna Bhu Vikas LLI

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

a) Inspection charges

Rs. 1,19,000.00

Development vide challan no विभिन्न

b) 1<sup>st</sup> Half Yearly instalment of (ইৰ নাই ই) External Development cost. Vide challan No. ফিলিল dated ফিলিল Of the Union Bank , A.D.A, AGRA.

TOTAL

Rs.

1,19,000.00

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. The details of the above mortgaged plots are as under:

SN	PLOT NO.	AREA IN SQ.MTR	RATE AMOUNT
1	28 To 45	1478.09	आन्तरिक विकास कार्य

The above same plots mortgaged to Authority have been shown in red lines with layout plan approved by letters A TO Z and by letters A TO Z annexed hereto. The value of the aforesaid plots is Rs.पालाकी के अनुसार as per rate list of the collector, Agra dated Rs.पालाकी के अनुसार 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 पालाकी के अनुसार tehsil and district Agra has been shown@ Rs पालाकी के अनुसार - per sq. mtr. As such, the value of the land of the mortgaged plots is more than 20% of the land internal development cost i.e. Rs 88.14.745.00 and remaining actual external development cost पूर्ण पुणावान 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 piecemal, 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

For Krishna Bhu Vikas LLP

Designated P. -ther

them even after due notice and opportunity, and the applicant shall have no right to object the same.

- 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 transferrees to pay such amount also.

- 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 appendixed 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 priod to the commencement of the electrification work and submit the same with the Development Authority.
- That the APPLICANT shall intimate to the Authority the date commencement of the development work in the prescribed proforma attached to this deed appebdux '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.

मुख्य नगर निकालक

For Krishna Shu Vikas LLP

1- Construction of Road	Rs. 17,17,100.00
2- Construction of Drains	Rs. 9,57,150.00
3- Construction of parks	Rs. 3,23,160.00
4- Construction of Dalab Ghar	Rs. 34,872.00
5- Water Supply Line/O.H.T	Rs. 7,74,540.00
6- Sewer Line	Rs. 10,18,000.00
7- External Electrification	Rs.10,18,000.00
8- Tree Plantation	Rs.4,97,000.00
Total	Rs. 54,21,822.00
Add: 10% Escalation	Rs. 5,50,000.00
Total	Rs. 60,50,000.00
Rain Water Harvesting System	Rs. 2,00,000.00
	Rs. 62,50,000.00
Total	Rs. 62,50,000.00
Grand Total	Rs . 62,50,000.00

(B)External Development - The First half year installment of the cost whereof, amounting to year installment of the cost whereof, amounting to Rs. देव नहीं है। has been deposited by the APPLICANT With the AUTHORITY, which to be carried out by the authority.

Remaining 4 equal half yearly instalments of actual external development of each will be deposited on (देय नहीं है।)

(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

नुख्य नग**र निर्माणक** आगरा विकास प्राधिकरण Por Krishna Tibu Miles LLP

APPLICANT or its members fail to pay the amount, it shall be recovered as arrears of land revenue.

- 7. THAT if 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 Sewage Treatment Plant in plots, however, it is the responsibility of the individuals to construct 5.T.P 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 saledeed executed by it in favour of its members/individuals.
- 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.	01-04-2020	31-03-2025
2.	(i) Laying of water lines, sewer lines, network, complete.	01-04-2020	31-03-2025
2.	(ii) Over head tank and tube well.	01-04-2020	31-03-2025
3.	Plantation of trees and development of parks.	01-04-2020	31-03-2025
4.	Cont. of drains	01-04-2020	31-03-2025
5,	Cont. of roads	01-04-2020	31-03-2025
6.	Cont. of parks	01-04-2020	31-03-2025
7,	Cont. of dalay ghar	01-04-2020	31-03-2025
8.	Electrification	01-04-2020	31-03-2025

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.

> मुख्य नगर निर्माणक आगरा विकास प्राधिकरण

For Krishna Bhu Vikas LLP

- 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 specificationor 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 undemeath and the APPLICANT 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 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 atleast 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.
- 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

मुख्य कार निवास

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 memeber / 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.
- 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.
- THAT the APPLICANT shall demarcate the land and shall certify within 3 months of the agreement that thre, is no change in the dimension of

For Krishna Bhu Vikas LI P

the layout If there is any change, the APPLICANT shall submit the pain as per site demarcation duly certified by license Architect/Engineer and seek approved of the amended plan.

- 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.
- 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 arc in the Row Housing, arc annexed hereto and arc made arts er the Agreement. The building pain ices stacking charges and water charges payable thereto have also been deposited with the Authority vide challan No ...,p. elated ...... y, The APPLICANT and / or its members shall he entitled LI 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 or the AUTHORITY or regularised colony.
- 26. THAT the Applicant Shall have to fix a sign-board or 1.50 \* I.OOm size at tile entrance of colony, which shall depict therein the name or the Applicant. n(11~IC of the colony, 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 (aJ 10 p.a. as price escalation. If the APPLICANT fails (0) complete the remaining development works Within

गुज्य नगर विशेष्ट्र ३००००

For Krishna P'u Viva- . . .

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.

- THAT. without prejudice to anything contained in this agreement ail tile 'mandatory provisions contained in the said Regulations and Directions of the UP Urban Planning, Development Act 1973 shall be binding on the APPLICANT.
- 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. लैण्ड फिल साई तथा सॉलिड वैस्ट मैनेजमेन्ट हेतु प्राधिकरण द्वारा मांगे जाने पर निर्धारित धनराशि जमा करानी होगी।
  - वैकल्पिक सौर ऊर्जा संयंत्र का प्राविधान करना होगा।
  - भूखण्डों के सम्मुख नाली एवं सड़क के निर्माण के उपरान्त ही पृथक रूप से एकल मानचित्र स्वीकृत किये जायेंगे।
  - यदि बाह्य विकास शुल्क बढ़ता है, तो मांग करने पर जमा कराना होगा।
  - यदि भू—स्वामित्व का कोई विवाद उत्पन्न हुआ तो मानचित्र निरस्त कर दिया जायेगा। विकास शुल्क विलम्ब से जमा करने पर विलम्ब १ क्ल देना होगा।
  - 5 विकासकर्ता को निर्धारित तिथियाँ पर वाह्य विकास शुल्क की किस्तें जमा करानी होगी। किस्त समय पर जमा न कराने पर उपाध्यक्ष आगरा विकास प्राधिकरण का निर्णक मान्य 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

For Krishna Bhu Vikae II n

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 decision of 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.

IN WITNESS WHEREOF, Sri. कृष्णा भू विकास एल.एल.पी. पार्टनर एवं श्री राकेश कुमार गुप्ता पुत्र स्व० श्री ओम प्रकाश गुप्ता, नि0-02, विश्वकर्मा ग्रीन, आगरा 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.

For & or Behalt of universal Agra Development Authority
Agra.

.....

SIGNATURE

Secretary/President

For and on behalf of

For कृष्णा भू विकास एत.एत.पी. पार्टनर एवं Fibr Kaishuga Bigun Akas LLP पुत्र स्वर्ध श्री ओम प्रकाश गुप्ता, निध-02, विश्वकर्मा ग्रीन, आगरा Designated Partner

WITNESSES:

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### ANNEXYURE 'A'

### DETAILS OF LAND

LAND SITUATED AT VILLAGE शास्त्रीपुरम TEHSIL सदर AND DISTRICT AGRA CONSISTING OF KHASRA NO. R-6 DETAILED BELOW :

Khasra No. R-6 situated in VILLAGE शास्त्रीपुरम TEHSIL संवर and district Agra.

SIGNATURE OF . C.T.P.

For & on hebs

Agra Development Authority

For a For Krishpa Bhy Vikas LLP
Agra. OF For कृष्णा मू विकास
एल.एल.पी. पार्टनर एवं श्री राकेश
कुमार गुप्ता पुत्र स्विधिकोशीed Partner
प्रकाश गुप्ता, नि0-02, विश्वकर्मा
ग्रीन, आगरा

# आगरा विकास प्राधिकरण, आगरा

पंजीयन लिपिक/मुख्य लिपिक/वार्ड लिपिक/दिन्यास मानकित्र लिपिक/नियोजन मानकित्रकार/नजूल अमीन/ योजना तिपिक/मू—अर्जन अमीन/प्रकर्तन लिपिक/अवर अभियन्ता

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मुख्य जिपिक			पंचीवन लिक्कि
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विन्यास मानवित्र तिविक को प्रस्तुत है ।			100
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दिमाणी । यदि विन्यास मानचित्र स्वीकृत	है तो पत्रावली शीधे अवर अधिय	क्तांको वी जाये।	And.
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मानविज्ञकार की आद्या		( ~	- / - V
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नीटर प्रवर्षि	ति है। भेरे द्वारा स्थल का निरीक्ष	के किया/नहीं किया गया है। प	स्तायित स्थाल का नाजरी नकशा 👚
निम है। इस स्थात का उग्रामित् प्रशास्त्रामी की स्थात	र उन्न स्थानितर र उन्न सीकि म्यूर्ग	मीटर कैंचे मधन पर्दे अञ्चल है व	to agree to plat No.
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29/01/2020		4	0.91