



NAGPUR IMPROVEMENT TRUST

METRO SECTION,

N.I.T. Cultural Hall Complex, North Ambazari Road, Nagpur-440033

Phone/Fax No. 0712-2223311

No. EE(Metro)/A.E-1/ **7518**

Nagpur Date : **9** /02/2017

To,

✓ *M/s. Mahalaxmi Infra through Partner
Shri Rahul Jagdish Bondre & other,
R/o. N-103, Laxmi Vihar Apartment,
Near Hotel Center Point,
Wardha Road, Somalwada,
Nagpur-440 015*

Subject: Development agreement for land bearing Kh No 91 (Part) of Mz. Jamtha, Tah. Nagpur (Gramin), Dist. Nagpur.

Ref nce: Your application dated 01/10/2016.

Kindly find enclosed herewith a copy of Development agreement executed between NIT and you along with copy of Layout Plan of above mentioned land approved by Hon'ble Chairman, Nagpur Improvement Trust, Nagpur. You are informed to get the drawings, designs & specifications of Development Works i.e Asphalted Roads (SDBC only), R.C.C/HDPE pipe Sewer line, R.C.C. pipe Storm Water drains with rainwater harvesting system, C.I./D.I./HDPE Water pipe line, Sewage Treatment Plant (STP), Chain link fencing to Open Space, Nalla canalization etc., approved from NIT through Executive Engineer (West), Nagpur Improvement Trust, Nagpur. One set of Typical drawings and sections of development works is enclosed herewith for your reference.

Encl :- As above.


Executive Engineer (Metro)
Nagpur Improvement Trust

Copy submitted to :-

The Hon'ble Collector, Nagpur for information.

Copy to :-

1. The Chief Accountant & Finance Officer, NIT with Original Agreement for record and safe custody
2. Executive Engineer (West), Nagpur Improvement Trust
3. Building Engineer (Metro-1), Nagpur Improvement Trust
4. Divisional Officer (West), Nagpur Improvement Trust.
- for information.



महाराष्ट्र MAHARASHTRA

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Stamp Head Clerk / Sr. /

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this, the 9th day of February, 2017 between the Nagpur Improvement Trust, Nagpur, Special Planning Authority appointed by the Govt of Maharashtra for Nagpur Metropolitan Area vide Notification No. TPS-2409/2890/CR-356/09/UD-9 Dtd. 31.08.2010 published in the Govt. Gazette dt. 02.09.2010 & subsequently declared as area development Authority by Govt. of Maharashtra, vide Notification No. TPS-2414/451/CR-231/2014/UD-9 dated 23/12/2014 represented by its Executive Engineer (Metro), Nagpur Improvement Trust (here in after referred to as Party No. 1), which expression shall

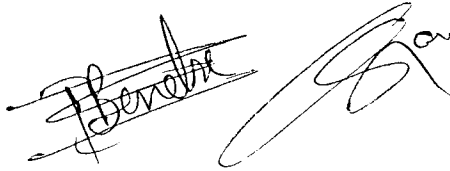
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unless repugnant to the context or meaning thereof be deemed to include its successors and assigns on the one part, and **M/s. Mahalaxmi Infra through Partner 1) Shri Rahul Jagdish Bondre & 2) Shri Anish Bhawarilalji Chhajed, R/o. N-103, Laxmi Vihar Apartment, Near Hotel Center Point, Wardha Road, Somalwada, Nagpur-440 015, Mobile No. 9850540601** (here in after referred to as the Party No. 2), which expressions shall unless repugnant to the context or meaning thereof be deemed to include its administrators, successors, representative and assigns on the other part, witnessed as under:-

WHEREAS the said Party No. 2 is the absolute owner of land admeasuring **16200.00 Sq.m. (1.62 Ha.)** comprised in Khasra No. **91 (Part)** of Mouza Jamtha, Tahsil Nagpur (Gramin), Dist. Nagpur.

The land is covered by Nagpur Metropolitan Area declared by Govt. vide Notification No. TPS-1899/1191/CR-80/99/UD-13 dt. 23.07.1999 & Subsequent Notification No. TPS-2409/2890/CR-356/09/UD-9 Dt. 31.08.2010 by which NIT has been appointed as Special Planning Authority for the said Area & subsequently declared as area development Authority by Govt. of Maharashtra vide Notification No. TPS-2414/451/CR-231/2014/UD-9 dated 23/12/2014.

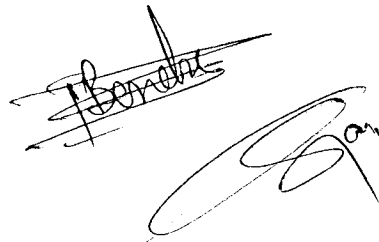
WHEREAS, Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur has approved the final layout under Section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1966 vide order dated **30/12/2016**. The Collector, Nagpur has permitted the diversion of the aforesaid land admeasuring **16200.00 Sq.m. (1.62 Ha.)** from Agricultural use to non-agricultural for the Residential purpose vide order dated **31/01/2017** and



WHEREAS the Party No. 2 is desirous to get the layout on the aforesaid land developed for the **Residential** purposes, in accordance with the plans, specifications and prevailing Development Control Regulations and

WHEREAS the aforesaid land is situated in the area covered by the Nagpur Metropolitan Area as per Government of Maharashtra, Urban Development Department Notification, Dt. 31.08.2010, the said land is under jurisdiction of Nagpur Improvement Trust as 'Special Planning Authority' & subsequently declared as area development Authority by Govt. of Maharashtra vide Notification No. TPS-2414/451/CR-231/2014/UD-9 dated 23/12/2014 by virtue of which and by virtue of the regulations framed under section 152, 159 & 159-A of the Maharashtra Regional Town Planning Act, 1966, the party No 1 has control over the area in the matter of development of layout of said land; and

WHEREAS the Party No 2 has applied for the development agreement to the Party No 1 for developing the said land and Party No. 2 has given acceptance to the Terms and Conditions of Party No 1 to develop the land as per plans, suggestions and directions of Party No 1 in the manner of size, location, specifications and designs of plots and development works including Asphalted Roads (SDBC only), R.C.C/HDPE pipe Sewer line, R.C.C. pipe Storm Water drains with rainwater harvesting system, C.I./D.I./HDPE Water pipe line, Sewage Treatment Plant (STP), Chain link fencing to Open Space, Nalla canalization etc.,

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WHEREAS in view of the acceptance given by the said Party No.2, the Party No. 1 has approved the Development Agreement of land in question, it is hereby agreed as under:-

(1) The Party No. 2 hereby agrees, to develop the layout at his own cost as per the drawings, designs & specifications approved by the Party No. 1 and as per Terms & Conditions of letter No. A.E.(Metro-1)/7457, Dt. 2/02/2017 of AE. (Metro-1), N.I.T., Nagpur and N.A. order of Collector, Nagpur Dt.31/01/2017.

(2)(a) That the Party No. 1 doth hereby accord sanction to the said Party No. 2 to have the layout in the aforesaid area admeasuring 16200.00 Sq.m. (1.62 Ha.) bearing/comprised in Khasra No. 91 (Part) of Mouza Jamtha, Tahsil Nagpur (Gramin) developed in accordance with the sanctioned plan, a copy of which is herewith attached and which forms part of this agreement subject to the conditions that the Party No 1 shall not be responsible to provide an approach road and street lighting to the layout of this land nor it shall bear/incure any expenditure for its construction and provision etc. in any way respectively.

(b) The Party No. 2 shall be solely responsible for the quality of development works in the layout. If required, Party No.1 may direct the Party No.2, to carry out the tests and submit reports for the development works & construction material used by the contractor. The Party No.2 shall abide by such directions and bear costs of such tests.

(3) That the said Party No.2 doth hereby agree:-

(a) To complete /execute all development works i.e. Asphalted Roads (SDBC only), R.C.C/HDPE pipe Sewer line, R.C.C. pipe Storm Water drains with rainwater harvesting system, C.I./D.I./HDPE



Water pipe line, Sewage Treatment Plant (STP), Chain link fencing to Open Space, Nalla canalization etc. in this layout, strictly in accordance with plans, drawings, specifications, designs which are approved by Party No.1 and in accordance with instructions which may be given on that behalf by Party No. 1 from time to time. The Party No.2 shall be solely responsible to arrange for electrification & street lighting in the layout at its own cost.

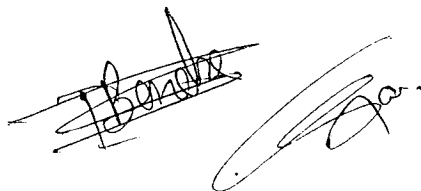
- (b) To deposit with Party No.1 refundable sum of **Rs. 3,91,311/-** being 5% of estimated development cost @ Rs. 48.31 lakhs per Hector towards **security deposit** for completion of all development works mentioned above.

Party No.2 has accordingly deposited **Rs. 3,91,311/-** vide **Receipt No. 20170202121**, dated 02/02/2017 with Party No. 1.

- (c) To deposit with Party No.1 nonrefundable sum of **Rs. 3,91,311/-** being 5% of estimated development cost @ Rs. 48.31 lakhs per Hector towards **Periodical supervision** charges and for grant of certificate at different stages of development as prescribed by Party No 1 in order to ensure that works are proceeding according to specifications, standard designs, lines & level prescribed by Party No. 1 .

Party No.2 has accordingly deposited **Rs. 3,91,311/-** vide **Receipt No. 20170202121**, dated 02/02/2017 with Party No. 1

- (d) The Party No. 2 shall have to deposit levy, assessment and development charges as per clause 124 B of M.R. & T.P. Act 1966 (Amended) on total plotable and under layout.

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Party No.2 has accordingly deposited Rs. 5,83,200/- vide Receipt No. 20170202121, dated 02/02/2017 with Party No. 1

- (e) Party No. 2 shall agree to bear and pay to party no. 1 the cost of proportionate construction to capital costs of sewage disposal scheme in peripheral area by Party No. 1 @ Rs. 3,62,365/- per Ha.

Party No.2 has accordingly deposited Rs. 5,87,031/- vide Receipt No. 20170202121, dated 02/02/2017 with Party No. 1

If Party No.2 fails to complete the development works and construction of S.T.P. as per norms of MPCB within a period of five year from date of Agreement the amount of Security Deposit shall be forfeited and no further plots in the layout shall be released. Also permission to occupy the construction on the plots released earlier shall not be given.

- (f) If the aforesaid land is covered by any Improvement Scheme/ Town Planning Scheme in future, the party no. 2 shall be liable to pay to the Party No.1 the betterment and development charges which may be assessed on the plot(s) in accordance with the provisions of the Nagpur Improvement Trust Act 1936/Maharashtra Regional & Town Planning Act 1966.

Provided that the Party No. 2 shall be liable to pay development charges to the *Party No.1* in respect of the unsold plots in layout and the purchasers shall be responsible to pay development charges to the *Party No.1* in respect of the plots sold to them. The Party No. 2 doth bind itself to incorporate a clause in the sale deed of each plot to the effect that the plot(s) is sold subject to the responsibility of the purchaser/s to pay betterment/



and development charges to the *Party No.1* in accordance with the provisions of the Nagpur Improvement Trust Act 1936/ Maharashtra Regional & Town Planning Act 1966.

(4) The Party No. 2 shall be solely responsible for all the data and calculations thereof supplied in connection with the land under sanctioned layout. If any error is found subsequently, the Party No. 2 shall agree to modify the design, layout, alignment of roads, sizes of plots etc., as may be decided by the Party No. 1.

(5) The Party No. 2 shall agree to adjust the irregular portions of the land as may be necessary in accordance with the scheme/layout plan approved by the Party No. 1 for the said area, for which purpose the Party No. 2 may either be required to transfer its land to the Party No. 1 or purchase some land from the owners of the adjoining lands or from the Party No. 1 at the rates and on the conditions as may be decided by the Party No. 1 and till such adjustment is made by Party No. 2, the irregular plots in this layout shall not be sold or used in any manner whatsoever, by the Party No. 2.

(6) (a) Party No. 2 shall lay internal sewer lines at its own cost and to construct a common S.T.P. within the layout to connect internal sewer lines.

(b) Party No. 2 shall make adequate arrangement for Rainwater harvesting.

(7) The Party No. 2 shall agree to lay C.I./ D.I./HDPE water pipe lines and to connect these pipe lines to the main water pipe line as and when laid by Party No. 1 / Nagpur Municipal Corporation / Municipal Council / Gram Panchayat /Maharashtra Jeevan Pradhikaran, till then the Party No.

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2 shall preserve the existing wells, borewells, if any, and also shall construct wells and set up electric water pumps for supply of potable water as may be prescribed by the Party No.1.

(8) Prior occupation building Party No. 2 shall makes full arrangement of water supply by digging the wells etc.

(9) The Party No. 2 shall construct the buildings after getting the plots released & Building Plans sanctioned from Party No. 1 in accordance with the applicable Zoning Regulations and Development Control Rules.

(10) The party No. 2 after completion of development works such as Asphalted road, R.C.C./HDPE pipe Sewer line, R.C.C. pipe Storm Water drains with rainwater harvesting system, C.I./D.I./HDPE Water pipe line, Sewage Treatment Plant (STP), street lights, chain link fencing to Open Space, Nalla canalization etc. in the layout, the Party No. 2 shall also transfer it to the Nagpur Municipal Corporation / Grampanchayat / Municipal council at free of cost for maintenance and Party No. 2 shall be responsible for maintenance & management of all above works at its own cost, till these are taken over by the Nagpur Municipal Corporation / Grampanchayat / Municipal Council after taking proper tests.

(11) Party No. 2 shall have to give an undertaking that the recreational open space shall be for the common use of all the residents or occupants of the layout/ building unit.

a) On sanction of the development permission, the recreational open space shall deem to have vested in the society / association of the residents / occupants. In case such society or association is to be formed, the possession / custody of recreational open space shall remain with the Authority or Collector untill such association / society is formed. The

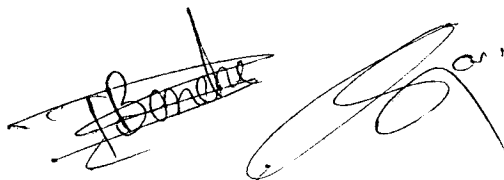
recreational open space shall not be sold to any other person and it shall not be put to any other user except for the common use of residents / occupants.

b) If the authority is convinced that there is misuse of open spaces; in such case the authority shall take over the land of recreational open space.

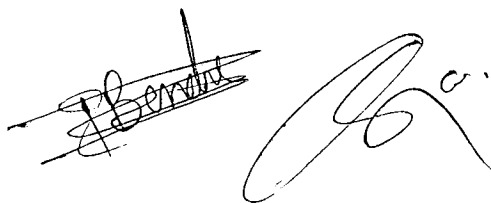
11c) Party No.2 shall have to get the Amenity Spaces released from the Party No. 1 and have to develop and use the same as per the relevant provisions of applicable D.C.R. within a period of 5 years from the date of agreement. Failure to develop Amenity space within this specified period, the party no. 2 will hand over amenity space to party no. 1 for a nominal consideration of Re.1/- (Rupee one) only.

(11d) After release of Amenity / Public utility spaces in the layout it can be sold by the Owner to appropriate Public Authorities or Institutions or may be used by the Owner for appropriate community purposes as specified by the Party No.1. The Owner will abide by the conditions and time limit for protection, use and development of such reserved amenity spaces, as laid down by the Party No. 1 from time to time and in case of breach of such conditions, Party No.1 shall take suitable penal action.

(12) The Party No. 2 shall agree that any amount due to the Party No.1 on account of development works taken up by the Party No.1 as per the terms of this agreement or on any account, that the due amount shall be a first charge on land and shall be recovered by the Party No.1 as per the law. The Party No.2 shall recite this and other terms in the sale deed/s of the plot(s) that shall be sold by the Party No.2 and shall be binding on the purchasers.

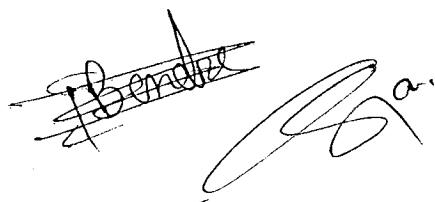


- (13) The Party No.2 shall not sub-divide the land in this layout without obtaining prior written permission of the Party No.1.
- (14) In the matter of use and construction in this layout land, the Party No.1 shall have an unfettered control in accordance with the Development Control Rules and zoning regulation as may be in force from time to time. In the event of sale of land the Party No.2 shall incorporate in the sale deed the conditions to the above effect of this agreement.
- (15) It is hereby agreed between the parties hereto that in the event of breach on the part of Party No.2 of any of the terms and conditions expressed herein or his failure to comply with any of the terms & conditions expressed herein mentioned, the Party No.1 will not grant permission for construction of the building on this layout or in any part thereof.
- (16) The Party No. 2 shall be solely responsible for providing electrification in layout and shifting of L.T. line/ H.T. line of MSEDCL affected in the layout at his/ its own risk & cost with necessary permission from relevant competent authority.
- (17) The Party No. 1 shall release the Plots in favour of the Party No. 2 in proportion to the development works carried out to the satisfaction of the Party No. 1. The Party No.2 shall not transfer the Plots in the layout before release of the same by Party No.1. The Plots in the layout shall be released in the following manner:



- (a) 25% of the total plotable area of the layout shall be released after the execution of agreement.
- (b) 10% of the total plotable area and all amenity spaces of the layout shall be released after completion of 1st stage roads, handing over land under D.P./R.P. roads all open spaces duly developed.
- (c) 20% of the total plotable area of the layout shall be released after completion of RCC/HDPE pipe sewer lines and RCC pipe Storm Drains with rainwater harvesting system and Sewage Treatment Plant (STP) as certified by the Party No.1.
- (d) 20% of the total plotable area of the layout shall be released after completion of laying of CI / DI / HDPE water pipe lines and providing wells / borewells with electric pumps where necessary for supply of potable water as certified by the Party No.1.
- (e) 20% of the total plotable area of the layout shall be released after completion of roads as certified by the Party No.1.
- (f) 5% of the total plotable area of the layout, subject to minimum of One (01) no. of plot, shall be released after completion of all development works and handing over the same to Nagpur Municipal Corporation / Gram Panchayat/ Municipal Council for maintenance. Till handing over of all development works, Party No.2 shall be solely responsible for maintenance of services in the layout at his own cost.

Note :- If the owner opts to furnish a Bank Guarantee towards entire Development Cost plus 5% cost variation charges for 5 year's validity, then 90% plots shall be released. Remaining 10% plots shall be released after completion of Development works in the layout by owner as certified by N.I.T. and after handing over of all development works to Gram Panchayat/ Municipal Council / Nagpur Municipal Corporation for maintenance.

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(18) The amount of Security Deposit (S.D.) shall be refunded to Party No.2 after completion of all the development works duly certified by the Party No.1. Security Deposit shall bear no interest.

(19) Party No. 2 has submitted affidavit, declaration & Indemnity Bond, undertaking regarding land not affected by ULC Act 1976, undertaking regarding class of land as per G.R. of Revenue Department dated 22/01/2016 on requisite stamp paper to party No. 1 in confirmation of its ownership. If any legal dispute arises regarding the said land, the Party No. 2 shall be solely responsible for it. Further Party No.2 indemnifies Party No.1 & Government against any claims & damages arising out of such legal disputes.

(20) It is agreed between the parties that if required the Party No. 2 shall bear the costs of the execution and registration of this agreement, other documents, deeds etc.

(21) It is also hereby agreed that in the event of difference of opinion between the parties to the agreement hereto in respect of any matter or matters contained herein, the decision of the Hon. Chairman, Nagpur Improvement Trust, shall be final and binding on Party No.2. Hon. Chairman, Nagpur Improvement Trust, shall be sole Arbitrator in case of any dispute.

(22) It is agreed between the Parties to the agreement that the Party No.2 shall complete all development works in the layout within 5 (five) years from the date of this agreement. On request of Party No.2 this period may be further extended for maximum period of 2 (two) year by the Hon. Chairman, N.I.T. for bonafide reasons. However, if the Party No.2 fails to complete the development works in the layout even in the



extended period, Security Deposit shall stand forfeited. If Party No.2 desires to develop the layout further, he will have to enter into fresh agreement with Party No.1. Under those circumstances Party No.2 will have to pay Security Deposit at 10 (Ten) per cent of estimated development cost of remaining works, as per prevailing rates.

IN WITNESS WHEREOF the parties have set their hands on this 9th day of February, 2017

WITNESSES:

1. Signature [Signature]
Name Swaphil Sayandekar
Age 24 Occupation Business
Address Ram Nagar, Hill
DDP Nagpur
Telephone No. 8390702097

2. Signature [Signature]
Name Girdhari Kewas
Age 26 Occupation Business
Address Gandhi Chok
Gandhar Nagpur
Telephone No. 7567820271

Nagpur Improvement Trust
PARTY NO. 1 through [Signature]

Executive Engineer (Metro)

PARTY NO. 2

[Signature]
M/s. Mahalaxmi Infra through
Partner

1) Shri Rahul Jagdish Bondre

[Signature]

2) Shri Anish Bhawarilalji Chhajed