



NAGPUR IMPROVEMENT TRUST

METRO SECTION,

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

Phone/Fax No. 0712-222311

No. EE(Metro)/A.E-1/ **5996**

Nagpur Date : **10/08/2016**

To,

✓ Shri Ramdeo Pralhad Agrwal,
R/o. 13rd Floor, Canal Road, Ramdaspath,
Nagpur-10.

Subject: Development agreement for land bearing Kh No 78 of Mz. Peotha
Tah. Nagpur (Rural), Dist. Nagpur.

Refnce: Your application dated 05/05/2012.

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 road (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 (South), Nagpur Improvement Trust, Nagpur. One set of Typical drawings and sections of development works is enclosed herewith for your reference.

Encl :- As above.

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 (South), Nagpur Improvement Trust
3. Building Engineer (Metro-1), Nagpur Improvement Trust
4. Divisional Officer (South), Nagpur Improvement Trust.
- for information.

Executive Engineer (Metro)
Nagpur Improvement Trust

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this, the 1st day of Aug, 2016 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 and as per Government Notification No. TPS-2414/451/CR-231/2014 UD-9 dt. 23/12/2014 declares the Nagpur Metropolitan Area in the Schedule appended to the said notification as a development area and appointed the Nagpur Improvement Trust as area development authority for said development area, represented by its Executive Engineer (Metro), Nagpur



Improvement Trust (here in after referred to as Party No. 1), which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns on the one part, and **Shri Ramdeo Pralhad Agrwal, R/o. 13rd Floor, Canal Road, Ramdaspath, Nagpur-10**, (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 **60,100.00 Sqm (6.01 Ha.)** comprised in **Khasra No. 78 of Mouza Peotha, 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 and as per Government Notification No. TPS-2414/451/CR-231/2014 UD-9 dt. 23/12/2014 declares the Nagpur Metropolitan Area in the Schedule appended to the said notification as a development area and appointed the Nagpur Improvement Trust as area development authority for said development area.

WHEREAS, Hon. Chairman, Nagpur Improvement Trust, Nagpur has approved the final layout under Section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1966 vide order dated **15/04/2016**. The Collector, Nagpur has permitted the diversion of the aforesaid land admeasuring **60,100.00 Sqm (6.01 Ha.)** from Agricultural use to non-agricultural for the **Residential** purpose vide order dated **03/05/2016**; and



WHEREAS the Party No. 2 desire 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' and as a development authority 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), RCC/HDPE pipe sewer lines, RCC pipe storm drains with rainwater harvesting system, CI / DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), Chain link fencing to open space, RCC canalization wall etc.,

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)/5519, Dt. 23/06/2016** of A.E. (Metro-1), N.I.T., Nagpur and N.A. order of Collector, Nagpur Dt. **03/05/2016**.

(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 **60,100.00 Sqm (6.01 Ha.)** bearing/comprised in **Khasra No. 78 of Mouza Peotha, 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/incur 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 for 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), RCC/HDPE pipe sewer lines, RCC pipe storm drains with rainwater harvesting system, CI / DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), Chain link fencing to open space, Nalla canalization wall 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. 13,19,796/-** being **5%** of estimated development cost @ Rs. 43.92 lakhs per Hecter towards **security deposit** for completion of all development works mentioned above.

Party No. Party No.2 has submitted Bank Guarantee amounting to Rs. 30,79,644/- (including STP.) issued by **State Bank of India**, Ramdaspath, Nagpur Branch bearing No. **BG/2016/31**, Dt. **14/07/2016** valid up to **13/07/2019** as Security deposit.

- (c) To deposit with Party No.1 nonrefundable sum of **Rs. 13,19,796/-** being **5%** of estimated development cost @ Rs. 43.92 lakhs per Hecter 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. 13,19,796/-** vide **Receipt No. 20160711230**, dt. **11/07/2016** with Party No. 1.

- (d) To deposit with Party No. 1 nonrefundable sum of **Rs. 2,19,984/-** towards proportionate contribution to capital cost of interceptor sewer in peripheral area @ rate of Rs. 36,603/- per Hecter.

The Party No. 2 has accordingly deposited **Rs. 2,19,984/-** vide **Receipt No. 20160711230**, dt. **11/07/2016** with Party No. 1.

- (e) To deposit with Party No.1 refundable sum of **Rs. 17,59,848/-** per **Ha.** of total land holding towards construction of **Sewage Treatment Plant (S.T.P.)** as per the norms & guidelines of

Maharashtra Pollution Control Board for faithful compliance and construction of Sewage Treatment Plant.

- (f) Party No. Party No.2 has submitted Bank Guarantee amounting to Rs. 30,79,644/- (including S.D.) issued by **State Bank of India**, Ramdaspath, Nagpur Branch bearing No. **BG/2016/31**, Dt. **14/07/2016** valid up to **13/07/2019** as Security deposit.

If Party No.2 fails to complete the construction of S.T.P. within a period of two year from date of Agreement this 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 not be given.

- (g) If and when any Improvement scheme/Town Planning Scheme for development of the area in which the aforesaid **Khasra No. 78 of Mouza Peotha, Tahsil Nagpur (Gramin)** the Party No. 2 shall be liable to pay to the Party No.1 the betterment/peripheral 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 Peripheral development charges to the *Party No. 1* in respect of the unsold plots in layout and the purchasers shall be responsible to pay peripheral 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/ Peripheral 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) Party No. 2 shall agree to lay internal sewer lines at its own cost and to construct S.T.P. for a group of houses, so that the latrines could be connected to this S.T.P.

Party No. 2 shall agree to make adequate arrangement for laying pipelines 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.

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) No permission to occupy building(s) in the Layout shall be granted by the Party No.1 unless Party No. 2 makes full arrangement of water supply by digging the wells/borewells, 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) Subject to provisions of Bombay Village Panchyat Act, 1958/ provisions of the Maharashtra Municipal Corporation Act, 2012 / Maharashtra Municipal Councils, Nagar Panchyat & Industrial Township Act, 1965, when the Street/ Roads/are levelled, metalled, Asphalted Road (SDBC only), lighted, drained, channeled and flagged to the satisfaction of the Nagpur Municipal Corporation / Gram Panchayat / Municipal Council, the party No. 2 shall request to the Nagpur Municipal Corporation /Gram Panchayat / Municipal Council to take over for maintenance.

After completion of development works in the layout the Party No. 2 shall also transfer it to the Nagpur Municipal Corporation / Grampanchayat / Municipal council, Asphalted Road (SDBC only), sewers, water pipe lines, storm drainage with rainwater harvesting system, S.T.P. and Nallahs (canalised) free of cost and Party No. 2 shall be responsible for maintenance & management of all above works, till these are taken over by the Nagpur Municipal Corporation / Grampanchayat / Municipal Council after taking proper tests.



(11)(a) The recreational open spaces shall not be sold to any person and it shall not be put to any other user except for the common use of residents/occupants of the layout. Such recreational open spaces shall be deemed to have vested in the Society/Association of the residents/occupants when formed and intimated to the Party No.1. Party No.2 shall develop such open spaces i.e. chain link fencing and leveling at his own cost.

(11b) After release, Amenity / Public utility spaces in the layout 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.

(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.

(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 and 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 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.

(18) The amount of both Security Deposit (S.D.) & S.T.P. deposit 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 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 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 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 2 (two) 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 theirs hands on this 10th day of Aug, 2016.

WITNESSES:

1. Signature Harsh
 Name Harsh Rutchiyapur
 Age 30 Occupation Business
 Address 22, Gholsoni Appt Civil Lines, Nagpur
 Telephone No. 9096422331
 2. Signature Vishal Lakhani
 Name Vishal Lakhani
 Age 39 Occupation Business
 Address 203, Matoshri Appt Satnami Nagar Nagpur.
 Telephone No. 9823926000

Nagpur Improvement Trust
 PARTY NO. 1 through

Executive Engineer (Metro)

PARTY NO. 2

Shri Ramdeo Pralhad Agrwal