Nagpur Improvement Trust

METRO SECTION

Nagpur Improvement Trust Cultural Hall, 3rd Floor,
North Ambazari Road, Nagpur-440 033

No.: A.E.(Metro-1)/ 5519 **Nagpur, dt.**23 **/06/2016**

To,

Shri Pankaj Govindrao Dagde & other
At. Peotha, Tah. Nagpur (Gramin),
Dist. Nagpur

Subject: *Terms and conditions for approval of proposed layout on land bearing* ***Khasra No. 78*** *of Mouza* ***Peotha, Tah.*** *Nagpur (Rural), Dist. Nagpur, area admeasuring* ***60,100.00 sq.m (6.01 Ha.)*** *for residential purpose.*

Reference: *Your application dated* ***5/05/2012****.*

Approval to the above mentioned layout shall be accorded on the *acceptance of following terms and conditions, that you:-*

1. *Shall carryout development works, such as Ashpalted 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 in accordance with specifications, drawing and design, approved by Nagpur Improvement Trust (N.I.T.) at your own cost*

   OR

   May get the development works executed through NIT, for which detailed estimates for above development works will be prepared as per NIT CSR. You will have to deposit the amount of development works as per the actual estimates. However you may initially deposit development charges @ ***Rs. 43,92,000/-*** *per hectare (Rs. Forty Three lacs Ninety Two Thousand per hectare).*

2. *Shall complete all development works within a period of 2 (two) years from the date of agreement.*

3. *Shall pay Security Deposit (S.D.) in cash or by way of Bank Guarantee issued by Nationalized Bank valid for a period of 3 (three) years at 5% of estimated cost of development works i.e. Rs.* ***43,92,000/-*** *per hectare (Rs. Forty Three lacs Ninety Two Thousand per hectare). The Security Deposit shall bear no interest and shall be refunded after completion of all development works as per specifications. In the case of breach of Terms & Conditions of the agreement S.D. shall be forfeited.*

   OR

   Shall not be required to pay Security Deposit if you choose to entrust the development works to N.I.T.

4. *Shall pay periodical supervision charges at 5% of estimated cost of development works, if development works are carried by you.*

   OR

shall pay supervision charges at 10% of estimated cost of development work, if you choose to entrust the development works to NIT and pay the Development cost.

5. *Shall pay interceptor sewer charges @ Rs. 36,603/- per Hectare.*

6. *Shall construct S.T.P. for the layout as per norms and guidelines of Maharashtra Pollution Control Board and shall submit Bank Guarantee (B.G.) for an amount at Rs. 2,92,820/- per Hector issued by Nationalized Bank with a validity period of 3 (three) years as security for construction of S.T.P. The entire cost of running operation and maintenance of S.T.P. shall be borne by you. This B.G. shall be returned on successful completion and operation of S.T.P. If you fail to construct the S.T.P. within a period of 2 (Two) year from date of agreement, B.G. shall be encashed and no plots/tenaments shall be released.*

7. *Shall handover the completed development works to the Gram Panchyat / Municipal Council / Municipal Corporation. Till the harding over of the development works, you shall be responsible for maintenance at your own cost.*

8. *Shall agree to permit concerned authorities to lay all the services like sewer lines, storm water drain, water pipe lines etc. through the said land.*

9. *Shall be responsible for providing approach road to the layout at your cost.*

10. *Shall be responsible for providing drinking water by digging wells / borewells and laying of water pipe lines, etc to ensure potable water supply round the year for the above said layout at your own cost.*

11. *Shall pay charges for electrification and make the arrangement of electrification of site from M.S.E.D.C.L.*

12. *Shall sub-divide or change the dimensions of plot only with prior permission of N.I.T.*

13. *Shall start construction on the plot only after obtaining Building Permit from N.I.T.*

14. *Shall occupy the construction after obtaining Occupation Permit from N.I.T.*

15. *Shall get the plots/tenamaents released in proportion of the development works in layout.*

16. *Shall transfer the plots/tenamaents in the layout only after release of the same by N.I.T.*

17. *Shall make your own arrangement for disposal of sewerage by constructing S.T.P. and subsequent treated effluent.*

18. *Shall be responsible for any legal dispute arising due to land boundary dispute as per Indemnity Bond submitted by you.*

If above Terms and Conditions are acceptable to you, please convey your acceptance in writing within 15 days from the date of issue of the letter. If so you shall submit the following;

1. *Acceptance letter*
2. *Affidavit*
3. *Declaration (if applicable)*
4. *Indemnity Bond*
5. *General stamp paper of Rs.100/- for Development Agreement.*

The copies of formats of (1) Affidavit, (2) Declaration, (3) Indemnity Bond & (4) Acceptance letter are enclosed herewith.

This letter shall not be construed to mean that site is finally approved by N.I.T.

On receipt of above documents, a demand note for the above charges shall be issued by NIT and after payment of the same, development agreement shall be executed.

***Encl.:-** Proformas-4 Nos.*

Assistant Engineer (Metro-1)
Nagpur Improvement Trust