

NAGPUR IMPROVEMENT TRUST

METRO SECTION.

N.I.T. Cultural Hall Complex, North Ambazari Road, Nagpur-440010

No. EI(Metro)/27

Nagpur Date : 2.9.2013

To,

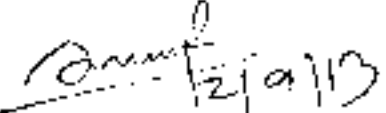
✓ M/s Sandesh Infrastructure Pvt.Ltd.
Through Director Shri Dilip Pralhadrao Agrawal,
R/o P.S. Agrawal Marg, Bujeriya, Shiv Narayan Bhawan,
Cotton Market Square, Nagpur

**Subject: Development agreement for land bearing
Khasra No. 186/1,2,3,5, 188/1,2 189/1,2,3 of
Mouza Jamtha, Tahsil Nagpur (Rural), Dist. Nagpur.**

Reference: Your application dated 01/03/2013

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 Collector, Nagpur. You are intimated to get the drawings, designs & specifications of Development Works i.e, Asphalted Roads (SIDBC only), R.C.C. Sewer line, R.C.C. Storm Drain, C.I.D.I, water pipe line, Chain link fencing to open space, etc. approved from NIT through Executive Engineer (South), Nagpur Improvement Trust, Hamdard Nagar, 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 :-

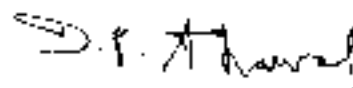
The Hon'ble Collector, Nagpur for information.

Copy to :-

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

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this, the 2nd day of Sept, 2013
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 represented by
its Executive Engineer (Metro), Nagpur Improvement Trust (here in after
referred to as Party No. 1), which expression shall unless repugnance to the
context or meaning thereof be deemed to include its successors and
assigns on the one part, and **M/s. Sandesh Infrastructure Pvt. Ltd.**



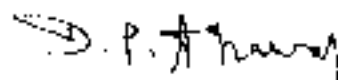
Through Director, Shri Dilip Pralhadrao Agrawal, R/o P.S. Agrawal Marg, Bajeriya, Shiv Narayan Bhawan, Cotton Market Square, Nagpur; Mobile No. 9823176148 (here in after referred to as the Party No. 2), which expressions shall unless repugnant to the context or meaning there of be deemed to include its 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 159823.0800 Sqm (15.98 Ha.) comprised in **Khasra No. 186/1,2,3,5, 188/1,2 189/1,2,3** 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.

WHEREAS, Hon. Collector, Nagpur has approved the final layout under Section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1966 vide order dated 22/10/2010 Collector, Nagpur has permitted the diversion of the aforesaid land admeasuring 159823.0800 Sqm (15.98 Ha.) from Agricultural use to non-agricultural for the **Residential** purpose vide order dated 22/10/2010; 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 regulations including Zoning and

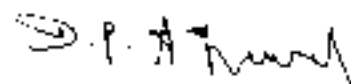


Development Control Regulations of the Nagpur City / Regional Plan and also development control rules as delineated in the map attached to and forming part of this agreement; and

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' 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 matter of size, location, specifications and designs of plots and development works including Asphalted Roads (SDBC only), RCC pipe sewer lines, RCC pipe storm drains, CI / DI water-pipe lines, common RCC Septic Tank / 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-V)/1503 Dt. 17/05/2013 of A.E. (Metro), N.T.L. Nagpur and N.A. order of Collector, Nagpur Dt. 22/10/2010.

(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 **159823.0800 Sqm (15.98 Ha.)** bearing comprised in **Khasra No. 186/1,2,3,5 188/1,2, 189/1,2,3 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/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 Road (SDBC only), R.C.C. pipe Sewer line, R.C.C. pipe Storm Water drains, C.I./D.I. Water pipe line, Common R.C.C. Septic Tank / Sewage Treatment Plant (STP), Chain link Fencing to Open**



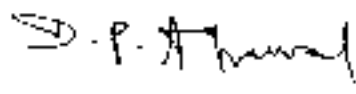
Space etc. in this layout, strictly in accordance with plans, drawings, specifications, designs which are approved by Party No.1 and in accordance with instructions which may be given on that behalf by Party No. 1 from time to time. The Party No.2 shall be solely responsible to arrange for electrification & street lighting in the layout at its own cost.

(b) To deposit with Party No.1 refundable sum of **Rs. 26,36,700/-** being 5% of estimated development cost @ Rs. 33 lakhs per Hecctor towards **security deposit** for completion of all development works mentioned above.

Party No.2 has submitted Bank Guarantee amounting to **Rs.61,52,300/- (which includes STP charges)** issued by **Chief Manager, Punjab National Bank, Gandhibag, Nagpur**, bearing No. 03531LC005613 Dt. 12/06/2013 valid up to 11/06/2016 as Security deposit.

(c) To deposit with Party No.1 nonrefundable sum of **Rs. 26,36,700/-** being 5% of estimated development cost @ Rs. 33 lakhs per Hecctor 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. 26,36,700/-** vide receipt No. 20130614144 dated 13/06/2013 with Party No. 1.



(d) To deposit with Party No. 1 nonrefundable sum of Rs. 4,39,450/- towards proportionate contribution to capital cost of interceptor sewer in peripheral area @ rate of Rs. 27,500/- per Hectar.

The Party No. 2 has accordingly deposited Rs. 4,39,450/- vide Receipt No. 20130614144 dated 13/06/2013 with Party No. 1.

(e) To deposit with Party No.1 nonrefundable sum of Rs. 35,15,600/- @ Rs 2.20 laes per Ha. of total land holding as contribution towards construction of **Common Sewage Treatment Plant (S.T.P.)** as per the norms & guidelines of Maharashtra Pollution Control Board.

Party No.2 agreed to construct Sewage Treatment Plant for the layout as per the norms & guidelines of Maharashtra Pollution Control Board at his own cost, accordingly Party No.2 has submitted Bank Guarantee amounting to **Rs.61,52,300/- (which includes Security Deposit)** issued by **Chief Manager, Punjab National Bank, Gandhibag, Nagpur.** bearing No. 03531LG005613 Dt. 12/06/2013 valid up to 11/06/2016 as Security for the construction of Sewage Treatment Plant.

In case the Party No.2 fails to construct the Sewage Treatment Plant within the validity period of B.G., Party No.1 shall encash the B.G. and adjust the amount as contribution towards common S.T.P. charges and Party No.2 shall construct Common R.C.C. Septic Tank for the layout.

(f) If and when any Improvement scheme / Town Planning Scheme for development of the area in which the aforesaid **Khasra**

D.P. Agrawal

No. 186/1,2,3,5, 188/1,2, 189/1,2,3 of Mouza Jamtha, 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

S. P. Anand

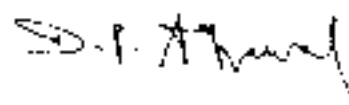
purchase some land from the owners of the adjoining lands or from the Party No. 1 at the rates and on the conditions as may be decided by the Party No. 1 and till such adjustment is made by Party No. 2, the irregular plots in this layout shall not be sold or used in any manner whatsoever, by the Party No. 2.

(6) Party No. 2 shall agree to lay internal sewer lines at its own cost and to construct Common RCC Septic Tank / S.T.P. for a group of houses, so that the latrines could be connected to this Common RCC Septic Tank.

(7) The Party No. 2 shall agree to lay C.I./ D.I. 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, borewells 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 Concretised, C.C. paved made good, 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 Roads, sewers, water pipe lines, storm drainage, Common RCC Septic Tank 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) As soon as this agreement is executed, the land under **Recreational Open Space** shall vest with Party No.1 free from all encumbrances for which nominal amount of Re. 1/- (Rupee one) only towards consideration of the said shall be paid by Party No. 1 to the Party No.2 and the Party No. 2 shall hand over physical possession of the land under Recreational Open Space to the Party No.1. Party No. 2 shall also deposit cost of Development of Open Space with the Party No. 1 or Party No. 2 shall develop Open Spaces i.e. compound wall and leveling, at its own cost and hand over to Party No.1.

S. P. Agarwal

(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.



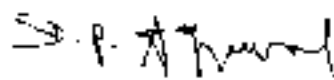
(14) In the matter of use and construction in this layout land, the Party No.1 shall have an unfettered control in accordance with the Development Control Rules and zoning regulation as may be in force from time to time. In the event of sale of land the Party No.2 shall incorporate in the sale deed the 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 MSEDC, affected in the layout at his/ its own risk & cost with necessary permission from relevant competent authority.

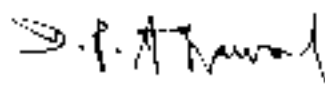
(17) The Party No. 1 shall release the plots in favour of the Party No. 2 in proportion to the development works carried out to the satisfaction of the Party No. 1. The plots in the layout shall be released in the following manner

- (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 pipe sewer lines and RCC pipe Storm Drains and Common RCC Septic Tank / 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 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 3 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.

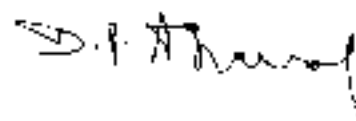
(18) The amount of Security Deposit (S.D.) shall be refunded to Party No.2 after completion of all the development works duly certified by the Party No.1. Security Deposit shall bear no interest.

(19) Party No. 2 has submitted affidavit, declaration & Indemnity Bond 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 herein 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 3 (three) 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) years 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 ²⁴2 day
of Sept. 2013

WITNESSES:

1. Signature [Signature]
Name Ar. Aditya Indulkar
Age 26 Occupation Architect
Address C-5, Enclave Nagar,
Nagpur.
Telephone No. 911 9965722463

Nagpur Improvement Trust

PARTY NO. 1 through

[Signature]
Executive Engineer (Metro)

2. Signature [Signature]
Name Ar. Varun Deshmukh
Age 27 Occupation Architect
Address 26, Hinchurba Colony
Wardha Road, Nagpur-46
Telephone No. 6946003260

PARTY NO. 2

M/s Sandesh Infrastructure Pvt.Ltd.

Through its Director,

[Signature]
(Dilip Pralhadrao Agrawal)