DEVELOPMENT AGREEMENT

THIS AGREEMENT made this, the .15 day of **December, 2018** between the **Nagpur Metropolitan Region Development Authority**, declared by Govt. of Maharashtra for Nagpur Metropolitan Area vide Notification No. NMRDA-3316/C.R.-55/UD-7 Dtd. 04.03.2017 represented by its Executive Engineer, Nagpur Metropolitan Region Development Authority (here in after referred to as Party No. 01), 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.Mayur Hemchand Shah, R/o. 5th Floor,Heritage Appartment ,Civil Line, Nagpur-440001**. (here in after referred to as the Party No. 02), 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:-

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WHEREAS the said Party No. 02 is the absolute owner of land admeasuring **4400.00 Sqm (0.44 Ha.)** comprised in **Khasra No. 24 of Mouza-Fetri, Tahsil-Nagpur (Gramin); Dist. Nagpur.**

The aforesaid land is covered under Nagpur Metropolitan Region declared by Govt. vide Notification No. NMRDA-3316/C.R.-55/UD-7, dt. 04.03.2017 by which NMRDA has been established as Planning Authority for Nagpur Metropolitan Region.

WHEREAS, Hon. Metropolitan Commissioner, Nagpur Metropolitan Region Development Authority, Nagpur has approved the final layout under Section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1966 vide order **dated 08.06.2018** The Collector, Nagpur has permitted the diversion of the aforesaid land admeasuring **4400.00 Sqm (0.44 Ha.)** from Agricultural use to non-agricultural for the **Residential** purpose vide order **dated 06/08/2018;** and

WHEREAS the Party No. 02 desirous to get the layout on the aforesaid land to develop for the **Residential** purposes, in accordance with the plans, specifications and Development Control Promotion Regulations and

WHEREAS the aforesaid land is situated in the area covered by the Nagpur Metropolitan Region as per Government of Maharashtra, Urban Development Department Notification, Dt. 04.03.2017, the said land is under jurisdiction of Nagpur Metropolitan Region Development Authority. The party No. 01 has control over the area in the matter of development of layout of said land; and

WHEREAS the Party No. 02 has applied for the development permission to the Party No 1 for developing the said land and Party No. 02 has given acceptance to the Terms and Conditions of Party No. 01 to develop the land as per plans, suggestions and directions of Party No. 01 in the manner of size, location, specifications and designs of plots and development works including Cement Concrete Road, RCC/HDPE pipe sewer lines, RCC pipe storm drains with rainwater harvesting system, CI

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/ DI/HDPE water-pipe lines, Sewage Treatment Plant (STP) and Solid Waste Management System, Compound Wall to Open Space, electric supply lines, RCC canalization wall etc.,

WHEREAS in view of the acceptance given by the said Party No.2, the Party No. 01 has approved the Development Permission of aforesaid land in question, it is hereby agreed as under:-

(1) The Party No. 02 hereby agrees, to develop the layout at his own Risk and cost as per the drawings, designs & specifications approved by the Party No. 01 and as per Terms & Conditions of letter No. **A.E/(NMRDA)/58, Dt. 02/11/2018** of **A.E. (NMRDA)**, Nagpur and **N.A. order** of Collector, Nagpur **Dt. 06/08/2018.**

(2)(a) That the Party No. 01 doth hereby accord sanction to the said Party No. 02 to have the layout in the aforesaid area admeasuring **4400.00 Sqm (0.44 Ha.)** comprised in **Khasra No. 24 of Mouza-Fetri, Tahsil-Nagpur (Gramin); Dist. Nagpur.** 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. 01 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. 02 shall be solely responsible for the quality of development works in the layout. If required, Party No.01 may direct the Party No.02, to carry out the tests and submit reports for the development works & construction material used by the contractor. The Party No.02 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. CC 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) and Solid Waste Management System , Electrification Compound Wall to Open Space, Nalla canalization etc. in this layout, strictly in accordance with plans,

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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. 2,33,869/-** being **5%** of estimated development cost @ Rs. 106.304 lakhs per Hector towards **Security Deposit** for completion of all development works mentioned above.
Party No.2 has accordingly deposited **Rs. 2,33,869/-** vide **Receipt No. 2018112242, Dt. 22/11/2018,** with Party No. 1.

(c) To deposit with Party No.1 nonrefundable sum of **Rs. 2,33,869/-** being **5%** of estimated development cost @ Rs. 106.304 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. 2,33,869/-** vide **Receipt No. 2018112242, Dt. 22/11/2018** 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.
Party No.2 has accordingly deposited **Rs. 1,45,200/-** vide **Receipt No. 2018112242, Dt. 22/11/2018** 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. 4,38,462/- per Ha.

Party No.2 has accordingly deposited **Rs. 192923/-** vide **Receipt No. 2018112242, Dt. 22/11/2018** with Party No. 1.

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(f) Party No.2 shall have to deposited non refundable the Infrastructure cost of Rs.246/- per Sq.m. Amounting of Rs.10,82,400/- To party no .1 as per schedule –A substantial Modification (SM-1) for R3 & R4 sanction by Govt. under section 31(1) of MRTP Act-1966 of Development plan of NMA on total land as per the rate decided by the NMRDA

Party No.2 has accordingly deposited Rs. 10,82,400/- vide Receipt No. 20**181103100, Dt. 03/11/2018** with Party No. 1.

(g) Party No.2 shall have to deposit non refundable Premium for 250 M. Residential Zone / Residential Belt proposed along the 60.0 M. wide Outer Ring Road sanction as a corridor development as per schedule –A substantial Modification (SM-4)sanction by Govt. under section 31(1) of MRTP Act. 1966 of Development Plan of NMA on total land as per the rate decided by the Government . Party No. 2 Initially to pay 20 % of land Rate as per Ready Reconer of Rs.10,16,400/- along with submission of undertaking for acceptance of condition of payment of difference of Premium as per rate decided by Govt.

Party No.2 has accordingly deposited Rs. 10,16,400 /- vide Receipt No. 20**18112242, Dt. 22/11/2018** with Party No. 1.

(h) As per Order Dt 20/11/2018 of The Urban Development Department , the Premium charges has decided by Govt. as per schedule –A substantial Modification (SM-4) for 250 M. Residential Zone / Residential Belt proposed along the 60.0 M. wide Outer Ring Road sanction as a corridor development sanction by Govt. under section 31(1) of MRTP Act. 1966 is 15% of land Rate as per Ready Reconer is Amounting Rs 7,62,300/- is applicable

Party No - 1 shall refund the Difference of amount of Rs 2,54,100/- to Party No -2

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(i) If the aforesaid land is covered by 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 Maharashtra Metropolitan Region Development Authority Act 2016 (Mah. Act III of 2017)/ Maharashtra Regional & Town Planning Act 1966.

Provided that the Party No. 02 shall be liable to pay development charges to the *Party No.01* in respect of the unsold plots in layout and the purchasers shall be responsible to pay development charges to the *Party No.01* in respect of the plots sold to them. The Party No. 02 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.01* in accordance with the provisions of the Nagpur Metropolitan Region Development Authority Act 2016 (Mah. Act III of 2017) / Maharashtra Regional & Town Planning Act 1966.

(4) The Party No. 02 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. 02 shall agree to modify the design, layout, alignment of roads, sizes of plots etc., as may be decided by the Party No. 01.

(5) The Party No. 02 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. 01 for the said area, for which purpose the Party No. 02 may either be required to transfer its land to the Party No. 01 or purchase some land from the owners of the adjoining lands or from the Party No. 01 at the rates and on the conditions as may be decided by the Party No. 01 and till such adjustment is made by Party No. 02, the irregular plots in this layout shall not be sold or used in any manner whatsoever, by the Party No. 02.

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(6) ***(a)*** Party No. 02 shall lay internal sewer lines at its own cost and construct a common S.T.P. within the layout to connect internal sewer lines and Solid Waste Management System.

(b) Party No. 02 shall make adequate arrangement for Rainwater harvesting.

(7) The Party No. 02 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. 01 / Nagpur Municipal Corporation / Municipal Council / Gram Panchayat /Maharashtra Jeevan Pradhikaran, till then the Party No. 02 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. 01.

(8) Prior to occupation of building Party No. 02 shall makes full arrangement of water supply by digging the wells etc.

(9) The Party No. 02 shall construct the buildings after getting the plots released & Building Plans sanctioned from Party No. 01 in accordance with the applicable Zoning Regulations and Development Control and Promotional Regulations.

(10) The party No. 02 after completion of development works such as Cement Concrete 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) and Solid Waste Management System , Street lights ,Compound Wall to Open Space, Nalla canalization etc. in the layout, the Party No. 02 shall also transfer it to the Nagpur Municipal Corporation / Grampanchayat / Municipal council, free of cost for maintenance and Party No. 02 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.

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(11) 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 NMRDA or Collector until 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.

(12) The Party No. 02 shall agree that any amount due to the Party No.1 on account of development works taken up by the Party No. 01 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. 01 as per the law. The Party No. 02 shall recite this and other terms in the sale deed/s of the plot(s) that shall be sold by the Party No. 02 and shall be binding on the purchasers.

(13) The Party No. 02 shall not sub-divide the land in this layout without obtaining prior written permission of the Party No. 01.

(14) In the matter of use and construction in this layout land, the Party No. 01 shall have an unfettered control in accordance with the Development Control & Promotional Regulations and zoning regulation as may be in force from time to time. In the event of sale of land the Party No. 02 shall incorporate in the sale deed the conditions to the above effect of this agreement.

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(15) It is hereby agreed between the parties hereto that in the event of breach on the part of Party No. 02 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. 02 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. 01 shall release the plots in favour of the Party No. 02 in proportion to the development works carried out to the satisfaction of the Party No. 01. The Party No.2 shall not transfer the plots in the layout before release of the same by Party No. 01. The plots in the layout shall be released in the following manner:

(a) 20% plottable area shall be released after execution of agreement and after due approval of development plans, design specification of development works from NMRDA.

(b) 10% of total plottable area shall be released after completion of 1st stage roads, handing over of DP/RP roads and after development of all open spaces.

(c) 25% of the total plottable area of the layout shall be released after completion of RCC/HDPE pipe sewer lines and RCC pipe Storm Drains with rainwater harvesting system.

(d) 25% of the total plottable 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. 01.

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(e) 15% of the total plottable area of the layout shall be released after completion of 2nd stage and Cement Concrete Road, and Solid Waste Management System as certified by the Party No. 01.

(f) 5% of the total plottable area of the layout, subject to minimum of One (01) no. of plot, shall be released after completion of Sewage Treatment Plant (STP) as per MPCB norms and as certified by Party No. 01 and 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. 02 shall be solely responsible for maintenance of services in the layout at his own cost. In case the Party No. 02 fails to construct STP in the layout due to non occupancy in the Layout. Party No. 02 can submit Bank Guarantee (BG) from Nationalized Bank/Scheduled Bank for the amount required for construction of STP. B.G. shall valid for a period or 3 years and after construction of STP the Bank Guarantee (BG) will be released by Party No. 01.

Note :- If the Party No. 02 opts to furnish a Bank Guarantee as a Security Deposit towards entire Development Cost plus 5% cost variation charges for 5 year's validity, then 90% plots shall be released by Party No. 01 and remaining 10% plots shall be released after completion of Development works in the layout by Party No. 02 as certified by Party No. 01 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. 02 after completion of all the development works duly certified by the Party No. 01 and after compliance of obligations as per this agreement. Security Deposit shall bear no interest.

(19) Party No. 02 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

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of its ownership. If any legal dispute arises regarding the said land, the Party No. 02 shall be solely responsible for it. Further Party No. 02 indemnifies Party No. 01 & Government against any claims & damages arising out of such legal disputes.

(20) It is agreed between the parties that if required the Party No. 02 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 Metropolitan Commissioner Nagpur Metropolitan Region Development Authority, shall be final and binding on Party No. 02. Metropolitan Commissioner Nagpur Metropolitan Region Development Authority, shall be sole Arbitrator in case of any dispute.

(22) " That the developer has to start development works within one year and complete all the development works as approved by NMRDA within a period of 4 years from the date of agreement. However if the developer fails to complete the development works within 4 years from the date of agreement and developer intends to develop the layout, then fresh agreement will be executed with Developer by recovering difference of amount of S.D., Supervision Charges, Land Development Fund and Sewage Disposal Charges between amount paid at the time of previous agreement (as per previous rates) and at the time of fresh agreement (viz prevailing rates) and further extension of 2 years shall be granted as per terms and condition decided by Party No.1 from the date of new agreement.

(23) Fly Ash should be use for construction of embankment for road work where embankment is more than 2 m.

(24) Fly Ash products like paving blocks/tiles, Bricks etc. should be used for construction of development works.

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(25)Party No .2 has to make arrange for solid waste Management of its own cost

IN WITNESS WHEREOF the parties have set their hands on this day of..... **December, 2018.**

WITNESSES:

1. Signature _____

Name Kamlesh I. Khakkar
Age 43 Occupation Service
Address Zenda Chowk, Gahal, Nagpur-02.
Telephone No. _____

2. Signature _____
Name Wasimuddin Ansari
Age 39 Occupation service
Address Near Basir Gugge, Gominpura Nagpur-18
Telephone No. 9823047887

Nagpur Metropolitan Region Development Authority
PARTY NO. 01 *through*

Executive Engineer-1
(NMRDA)

PARTY NO. 02
Owner :-

Mayur Hemchand Shah

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