



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/ 7648

Nagpur Date : 4/03/2017

To,

✓ M/s Paradise Infrastructure through,
Shri. Rahul Lalit Mote,
R/o. 17, Reshimbag,
Nagpur-440009

Subject: Development agreement for land bearing Kh No 108/1/GH of Mz. Parsodi
Tah. Nagpur (Gramin), Dist. Nagpur.

Refnce: Your application dated 8/01/2016.

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 Cement Concrete Roads/ C.C. Paver Blocks, C.I./D.I./HDPE Water pipe line, R.C.C. pipe Storm Water drains with rainwater harvesting system, R.C.C. Pipe Sewer line, Sewage Treatment Plant (STP), Compound Wall to Open Space, R.C.C. canalization wall 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-I), Nagpur Improvement Trust
4. Divisional Officer (South), Nagpur Improvement Trust.
- for information.


Executive Engineer (Metro)
Nagpur Improvement Trust



महाराष्ट्र MAHARASHTRA

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Stamp Head Clerk / Sr. C

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this, the th 4 day of March, 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 unless repugnant to the context or meaning thereof be deemed to include its successors and assigns on the one part, and M/s **Paradise Infrastructure through Shri. Rahul Lalit Mote, R/o. 17, Reshimbag , Nagpur-440009**, (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 **6300.00 Sqm (0.63 Ha.)** comprised in **Khasra No. 108/1/GH of Mouza Parsodi**, 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, 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 13/06/2016. The Collector, Nagpur has permitted the diversion of the aforesaid land admeasuring **6300.00 Sqm (0.63 Ha.)** from Agricultural use to non-agricultural for the **Residential** purpose vide order dated 19/07/2016; and



WHEREAS the Party No. 2 is desirous to get the layout on the aforesaid land developed for the **Residential (Group Housing)** 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 Cement Concrete Roads/ C.C. Paver Blocks, C.I./D.I./HDPE Water pipe line, R.C.C. pipe Storm Water drains with rainwater harvesting system, R.C.C. Pipe Sewer line, Sewage Treatment Plant (STP), Compound Wall to Open Space, R.C.C. 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)/6570, Dt. 26/10/2016 of AE/(Metro-1), N.I.T., Nagpur and N.A. order of Collector, Nagpur Dt. 19/07/2016.
- (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 **6300.00 Sqm (0.63 Ha.)** bearing/comprised in **Khasra No. 108/1/GH of Mouza Parsodi, 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 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. Cement Concrete Roads/ C.C. Paver Blocks, C.I./D.I./HDPE Water pipe line, R.C.C. pipe Storm Water drains with rainwater harvesting system, R.C.C. Pipe Sewer line, Common R.C.C. Septic Tank, Sewage Treatment Plant (STP), Compound Wall 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. 2,76,728/- being 5% of estimated development cost @ Rs. 87.85 lakhs per Hecter towards **security deposit** for completion of all development works mentioned above.

Party No.2 has submitted Bank Guarantee amounting to Rs 2,76,728/- issued by **Panjab National Bank**, Dharampeth, Nagpur bearing Bank Guarantee No. **37611LG004916**, Dt. **1/12/2016** valid up to **30/11/2021** as Security deposit.

- (c) To deposit with Party No.1 nonrefundable sum of Rs. 2,76,728/- being 5% of estimated development cost @ Rs. 87.85 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. 2,76,728/- vide **Receipt No. 2016111892**, dated **18/11/2016** 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. 2,42,550/- vide **Receipt No. 2016111892**, dated **18/11/2016** 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. 2,28,290/- vide Receipt No. 2016111892, dated 18/11/2016 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. 2 shall preserve the existing wells, borewells, if any, and also shall

