



Nagpur Improvement Trust

Station Road, Sadar, Nagpur 01.

Phone no: 2533202, P.B.X.: 2531431 & 32, Fax no.: 0712-2531431

No: DDTP/PL/9989

Nagpur, dt. 07/11/2017

To,

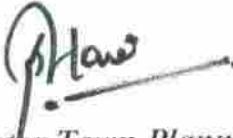
M/s Sandeep Dwellers Pvt. Ltd., Through
Director Gaurav Agarwala,
Plot No. 3C, Gulmohar, Temple Road,
Civil Lines, Nagpur 440001.

Subject :- Sanction of layout on land bearing Khasra No. 18/3, Mouza Dabha Dist, Nagpur

Reference :- Your letter, dated 26th October, 2017.

With reference to the subject cited above, please find enclosed herewith a copy of sanctioned layout plan on land bearing Khasra No. 18/3, Mouza Dabha duly sanctioned by Nagpur Improvement Trust subject to the conditions mentioned in the Agreement Dt. 6th November, 2017.

Encl.:- As above


Deputy Director Town Planning
Nagpur Improvement Trust

Copy Submitted to:-

Hon. Collector, Nagpur

Copy for information Please

1. The Chief Officer, Nagpur Housing and Area Development Board, Nagpur
2. Executive Engineer (West), N.I.T.
3. Asstt. Engineer (Planning), N.I.T.
4. Building Engineer (West), N.I.T.
5. Chief Account & Finance Officer, N.I.T

(Original Agreement for Keeping in Safe Custody)

Sd/-

Deputy Director Town Planning
Nagpur Improvement Trust

AGREEMENT

THIS AGREEMENT made, the 6th day of November 2017 between the Nagpur Improvement Trust, Nagpur represented by its **Deputy Director Town Planning, Nagpur Improvement Trust** (here in after referred to as Party no. 1, which expression shall unless repugnant the context or meaning thereof be deemed to include its successors and assigns) on the one part, and **M/s Sandeep Dwellers Pvt. Ltd., Through Director Gaurav Agarwala, Plot No. 3C, Gulmohar, Temple Road, Civil Lines, Nagpur 440001.** (here in after referred to as the Party no. 2 which expression 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 :-

For Sandeep Dwellers Pvt. Ltd.


Gaurav
Director

WHEREAS the said Party no. 2 is the absolute owner of land admeasuring **8600.00 Sq. Mt.** comprised in **Khasra No. 18/3, Mouza Dabha**. The said land situated within the ULC limit, but not included in the list obtained from ULC department in which action from ULC department u/s 10(3), 10(5) & 20(1) (a) are already in process prior to repeal of Act. However, applicant has submitted the Affidavit on Rs. 100/- stamp paper saying proposed land neither declared surplus nor any order passed from ULC department and if above information is incorrect or any dispute in future he is responsible for the action.

The land is covered under "**Green Belt Control Scheme**", vide Government Notification No. 752-1637-M-XIII dated 18 February, 1946 and is under jurisdiction of Nagpur Improvement Trust and is also included in the Development Plan of Nagpur sanctioned by the Government Vide Notification No **TPS 2400/1928/CR-2000/UD-9, Dt. 10.9.2001**. The said land was proposed for Agriculture Zone in sanctioned Development Plan 2001. Lateran state Govt. vide notification no. **TPS 2415/185/क्र.क्र.100/2015/UD-9, Dt. 1/3/2017** approved the modification u/s 37(2) of **MR&TP Act**, by which the said land bearing Khasara No. **18/1, 18/2 & 18/3** area 2.57 Hector of Mouza Dabha is deleted from Agriculture Zone and land thus released, is included in Residential Zone as shown on the plan, subject to the conditions mentioned specified below :-

Condition No. 1 :- In the layout of said land, in addition to 15% compulsory open space, requisite 5% Amenity Space shall be provided as per the prevailing Development Control Regulations for Nagpur.

Condition No. 2 :- Such Amenity Space shall be developed by the Land Owner/Developer.

Condition No. 3 :- It is necessary to install the Rain Harvesting Plant and Waster Water Recycling Plant for the Building to be constructed on the land under modification. It is compulsory for the land owner/developer, to provide all the Basic Amenities required for the land under modification at his own cost.

Condition No. 4 :- If the land is proposed to be developed by way of plotted layout, then sale of plots under such layout shall be monitored by the Chairman, Nagpur Improvement Trust, Nagpur in relation to development of basic amenities as per the stages given below.

For Sandeep Dwellers Pvt. Ltd.


Director

a	After final approval of layout	sale of 25% of the total plots shall be permissible.
b	After completion of 40% basic Amenities.	sale of 50% of the total plots shall be permissible.
c	After completion of 60% basic Amenities.	sale of 75% of the total plots shall be permissible.
d	After completion of 80% basic Amenities.	sale of 90% of the total plots shall be permissible.
e	After completion of 100% basic Amenities.	sale of 100% of the total plots shall be permissible.

Condition No. 5 :- It shall be the responsibility of Nagpur Improvement Trust, Nagpur to demarcate the 12mt. and 9mt. wide roads on the site as shown on the plan attached here with.

WHEREAS Additional Collector, Nagpur, permitted the diversion of the aforesaid land **admeasuring 8600.00 Sq. Mt** form non-agricultural to **Residential purpose** vide order dated **19.06.2017**

WHEREAS the Party no. 2 is anxious to get the site plan of aforesaid land sanctioned, developed so as to create Residential purposes, in accordance with the plans, specifications and regulations including Zoning and Building Regulations of the Nagpur Improvement Trust and also development control rules as delineated in the map attached to and forming part of this deed; and

WHEREAS the aforesaid land situated in the **Green Belt Scheme(Control)** is under jurisdiction of the Nagpur Improvement Trust by virtue of which and by virtue of the regulations framed under section 90(h-1) of the Nagpur Improvement Trust Act, the Party No. 1 has control over the area in the matter of development of site of said land; and

WHEREAS the Party no. 2 has applied for sanction of layout plan to the Party no. 1 for developing the said land and Party no. 2 has given acceptance to 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, specification and designs of storm-water drains, roads including asphalting, sewer-cum-sullage drains, water-pipe lines, electric supply lines, if any and,

WHEREAS in view of the acceptance given by the said Party no. 2 the Party no. 1 has approved the proposed layout of land in question, it is hereby agreed.

For Sandeep Dwellers Pvt. Ltd.

 Director

(1) That the Party no. 1 hereby accord sanction to the layout of said Party no. 2 in the aforesaid area **8600.00 Sq. Mt.** comprised in **Khasra No. 18/3, Mouza Dabha** which is herewith attached and which forms part of this agreement subject to the conditions that the party no1 shall not be responsible to provide an approach road and street lighting to the site of this land nor it shall bear/incur any expenditure for its construction and provision etc. in any way respectively.

(2) That the said Party no.2 doth hereby agree:-

(a) To complete /execute all development works in this layout strictly in accordance with plans, drawings, specifications, designs which are sanctioned by Party no. 1 and in accordance with instructions which may be given in that behalf by Party no. 1 from time to time .

(b) To deposit with Party no.1 a sum of **Rs. 2,66,600/-** being **5%** of estimated development cost towards Periodical inspection and grant of certificate by party no. 1 or under item of development work at different stages of development to be prescribed by Party no.1 in order to ensure that works are proceeding according to specification, standard designs and lines & level prescribed by Party no. 1 .

Party no. 2 has accordingly deposited **Rs. 2,66,600/-** vide receipt No. **20170630130** dated **28/06/2017** to Party no. 1 being an amount equal to **5%** of the estimated cost of development **@ 62,00,000/- per Hectare** as Periodical Inspection.

(c) If and when any improvement scheme for development of the area in which the aforesaid **Khasra No. 18/3, Mouza Dabha** is situated, is framed by Party no. 1 and sanctioned by the State Government, then Party no. 2 shall be liable to pay to the party no.1 the betterment/abandonment/peripheral development charges which may be assessed on the land in this site accordance with the provisions of the Nagpur Improvement Trust Act 1936.

Provided that the Party no. 2 shall be liable to pay betterment/ Peripheral development charges to the Party no. 1 in accordance with the provisions of the Nagpur Improvement Trust Act 1936.

(d) The Party no. 2 shall be solely responsible for all the data and calculations there of supplied by it in connection with the land under sanctioned layout and if any error is found subsequently due to incorrectness of the data supplied to party no. 1, the Party no. 2 shall agree to such modifications in the design, site alignment of roads, sizes land etc., as may be decided upon by the Party no. 1

For Sandeep Dwellers Pvt. Ltd.


Director

Party no. 2 shall agree to bear and pay to Party no. 1 the costs of intercepting sewers, proportionate contribution to capital costs of water supply, storm water drains and or general canalization of nallah in peripheral area where in this land comprising the layout is situated as and when demanded by Party No. 1. The Party no. 2 has paid **Rs. 21,500/-** vide Receipt no. **20170630130 dated 28/06/2017** & to Party No. 1 towards contribution of Intercepting Sewer Charges at the rate of **Rs.25000/- per Hectare..**

(3) The Party no. 2 shall agree to lay water pipe lines and to connect these pipe lines to the main water pipe line when laid by the Nagpur Municipal Corporation and till then the Party no. 2 shall preserve the existing wells, if any, and also shall construct wells and set up electric water pumps for supply of water as may be prescribed by the Party no.1,

(4) The Party no. 2 shall take prior permission before construction of building on the site from the ***Nagpur Improvement Trust.***

(5) The owner or the purchaser/s of the site shall start construction of buildings with well for drinking water, thereon for Residential and for such other purpose as shown in the Site plan, in accordance with the building and zoning Regulations of the Nagpur Improvement Trust as may be in force from time to time, within a period four years from the date of Agreement of the land by party No.1 and complete the construction within the next three years thereafter.

(6) Subject to the provisions of section 311 of the City of Nagpur Corporation Act, 1948 and when the street /roads are leveled, metal led, tarred or asphalted, paved, made good lighted, drained, channeled and flagged to the satisfaction of the Municipal Commissioner of the Nagpur Corporation. The Party no.2 shall request the Nagpur Municipal Corporation to take over for maintenance and management of the Street/roads and these shall become public streets only after their being so declared by the Municipal Commissioner.

After completion of development works in the Site, the Party no. 2 shall also transfer to the Nagpur Municipal Corporation, sewers, water pipelines, storm drainage and nallahs, (Canalized) free of cost, and shall be responsible for maintenance and management of all works such as roads, streets Light, water pipe lines, sewers, nallahs (Canalized), till these are taken over by the Nagpur Municipal Corporation after taking proper tests.

For Sandeep Dwellers Pvt. Ltd.



Director

The Party no. 2 shall have to deposit levy assessment and development charges as per clause 124 & of MR & TS Act. 1966 (Amended) on total potable are and under Layout.

Party no. 2 has accordingly deposited Rs. 2,27,900/- vide receipt No. 20170630130 dated 28/06/2017 with Party no. 1 as per resolution passed by the Authority vide BR No. 8/1192/27.1.2015/अ.अ. दि. 27/01/2015.

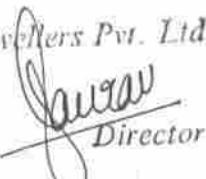
(7) To deposit with Party no.1 a sum of Rs. 5,33,200/- being an amount equal to 10% of development cost as security deposit for completion of all development works mentioned above and agree to the decision of Chairman, Nagpur Improvement Trust, which shall be final and binding on him regarding forfeiture of said deposit in the event of default or breach of the terms and conditions of this agreement in respect of the said site and Trust shall be entitled to get the incomplete works completed at the risk and cost of the Party No.2.

Party no.2 has accordingly deposited Rs. 5,33,200/- vide receipt No 20170630130 dated 28/06/2017 to Party No 1 being an amount equal to 10% of the estimated cost of development @ Rs . 62,00,000/- per Hectare as Security Deposit.

(8) 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 be receipt this and other terms in the sale deed/s of the site/land that be sold by Party no.2.

(9) The Party no.2 shall not sub-divide the land in this site without obtaining prior written permission of the Party no.1 Land shall be used for **Residential** use and for the purposes only as shown and specified in the site plan appended to this agreement. The buildings on land in this site shall be constructed in accordance with the zoning and building regulation the Nagpur Improvement Trust as may be in force from time to time and the latrines shall be flushed ones and connected to the sewers.

(10) In the matter of use and construction in this site/land, the *Nagpur Improvement Trust* shall have an unfettered control in accordance with the building 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 to the conditions to the above effect of this agreement.

For Sandeep Dwellers Pvt. Ltd

Director

(11) 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 of his failure to comply with any of the terms expressed herein mentioned, the **Nagpur Improvement Trust** will not grant permission for construction of the building on this site or in any part thereof.

(12) The proposal submitted by Party no. 2 is under Group Housing Scheme. The Net Residential Plot area allowed 6944.50 sq. m. (i.e. Net Plot area considered as per Govt. Notification No. TPS&2414/4571CR-234/2014/ud-9 dt.7Feb 2015) as per the proposal submitted by Party no. 2 to Party no. 1 with permissible FSI 1.25.

(13) Party no. 2 shall solely responsible for shifting of L.T. line; MSEB affected in the site at his our RISK AND COST to seek necessary permission from MSEB department, if any.

(14) As per Govt. Notification No. TPB-4312@CR-45/2012(1)/UD-11 dated 3rd September 2015, Provisions of EWS/LIG Housing in the form of tenements of size ranging between 30 to 50 sq.mt. shall be constructed at least to the extent of 20% of the net plot area. Others Conditions as per the said notification shall be made applicable. In addition to the EWS/LIG tenements to the extent of minimum 20% net plot area of the said layout, remaining EWS/LIG tenements to the extent of 20% net plot area of another layout bearing Kh. No. 53/2, 54,58,59/3, Mouza Dabha in same ward, proposed to be transferred with the conditional approval of Hon. Chairman NIT vide order dt. 23/9/2017. Party no. 2 is bound to construct above said 40% tenements, for EWS/LIG as per Inclusive Housing Policy of the Govt. on priority first, which shall be handed over to MHADA obtaining due occupancy certificate initially.

(15) 40% EWS/LIG tenements in the layout bearing Kh. No. 18/3, Mouza Dabha to be handed over MHADA shall be constructed by Party no. 2 in a period of 18 months from the date of permission on which building permit would be sanctioned by the Competent Authority.

(16) Earlier Party no. 2 was expected to hand over 20% net plot area in the form of EWS/LIG tenements in the layout on land bearing Kh. No. 53/2, 54,58,59/3 Mouza Dabha to MHADA. as soon as the Occupancy Certificate for the same was issued i.e. in the year 2016. Hence MHADA shall pay the Party no. 2 (developers) at the prevailing ready reconer rate of year 2016 which was in force at that time when the Occupancy Certificate was to be

For Sandeep Dwellers Pvt. Ltd.



Jayav
Director

issued & it shall be binding on the Developers to accept same as paid by the MHADA at that prevailing ready reconer rate.

(17) Party no. 2 shall hand over other 20% tenements proposed for EWS/LIG as per Inclusive Housing Policy in Kh. No. 18/3, Mouza Dabha at the prevailing ready reconer rate at the time the of completion.

(18) Party no. 2 shall construct 20% additional tenement supposed to transfer from the earlier sanctioned layout of Kh.No. 53/2, 54,58,59/3 Mouza Dabha, in same ward on the layout of Kh. No. 18/3 Mouza Dabha failing which layout on this land stands cancelled and Developer have to construct 20% tenements for MHADA on Kh.No. 53/2, 54,58,59/3 Mouza Dabha.

(19) The *Nagpur Improvement Trust* shall release the Flats in favor of the Party no. 2 in proportion to the development work to the satisfaction of the *Nagpur Improvement Trust* that the development work is executed as per the specifications, in following manner.

a. 10% *flats* shall be released after completion of leveling and 1st stage road and handing over land under D.P. road /D.P. reservation duly develop as certified by the Nagpur Improvement Trust.

b. 30% *flats* shall be released after completion of storm drain, under ground sillage drain-cum-sewer and septic tank for group of plots where necessary; as certified by the Nagpur Improvement Trust.

c. 30% *flats* shall be released after completion of laying of internal water pipe lines and providing wells for group of remaining group of plots with electric pumps where necessary; as certified by the Nagpur Improvement Trust.

d. 25% *flats* shall be released after completion of 2st stage road and asphalting there of and after certified by the Nagpur Improvement Trust.

e. 05% *flats* shall be released after completion handing over the layout to Nagpur Municipal Corporation for maintenance.

(20) Party no 2 has submitted Indemnity Bond of Rs. 100/- to Party No. 1 in conformation of all his ownership documents. And if any dispute is raised regarding his ownership and court case Party no. 2 shall be solely responsible.

For Sandeep Dwellers Pvt. Ltd.



Director

(21) It is agreed between the parties that the Party no. 2 shall bear the costs of the execution and registration of this agreement and also any other document, deed etc. to be executed for the purposes of this agreement.

(22) 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 sole Arbitrator in case of any dispute.

IN WITNESS WHEREOF the parties have set theirs hands on this 6th day of November, 2017.

WITNESSES:-

1. S. N. Pawar
2. N. N. Pawar

1. P.S. Thakur
2. G. Agarwala

Deputy Director Town Planning
Nagpur Improvement Trust
PARTY No. 1

For Sandeep Dwellers Pvt. Ltd

M/s Sandeep Dwellers Pvt. Ltd., Through
Director Gaurav Agarwala
PARTY No. 2