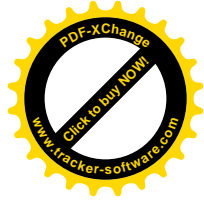
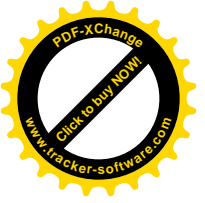


Maharashtra State Textile Corporation Limited
A Government of Maharashtra Undertaking
CIN: U17120MH1966SGC013568
303, Kshamalaya,37, New Marine Lines, Opp. SNTD Patkar Hall,
Mumbai – 400 020.

SALE OF FREEHOLD LAND AT NAGPUR

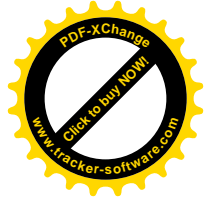
MAHARASHTRA STATE TEXTILE CORPORATION LIMITED, a Government of Maharashtra Undertaking (CIN:U17120MH1966SGC013568), Reg. Off. 303, Kshamalaya, 37, New Marine Lines, Mumbai 400 020, has invited online E-Tender Cum E Auction for sale of three plots of land situated in the heart of the city near Nagpur Railway Station and Santra Market. The plots, namely No.1 (Area-14,439 Sq. Mtrs), No.2 (Area-17,910 Sq.Mtrs) and No.8 (Area-4,795 Sq. Mtrs) are out of the land bearing City Survey No.178/2 sheet No.196. The reserved price for all plots together is fixed at Rs. 162.59 Cr. The tender terms and conditions can be viewed from the website www.mstc.co.in and downloaded for purpose of filling electronically from the website [https://mahatenders.gov.in/nicgep/app_w.e.f. 08.02.2019 to 18.02.2019](https://mahatenders.gov.in/nicgep/app_w.e.f.08.02.2019_to_18.02.2019). The cost of tender form is Rs.50,000/- (Rs.Fifty Thousand only) and Security Deposit is Rs.5,00,00,000/- (Five Crores)



Administrative Office, Nagpur Maharashtra State Textile Corporation Ltd. Sir Bezonji Mehta Road, Nagpur – 440 018 Mobile No. 09373124518	Regd. Office : Maharashtra State Textile Corporation Ltd. 303, Kshamalaya, 37, New Marine Lines, Opp. SNTD Patkar Hall, Mumbai – 400 020. Tel No.: 2203 0508 Mobile : 9322721006
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**Schedule for E Tender cum Auction for
Disposal of Land at Nagpur**

Tender Stage	Start Date	End Date
Tender Release	Friday 08-02-2019 at 11.00 a.m.	Friday 08-02-2019 at 3.00 p.m.
Tender Download / Bid Preparation and Bid Submission	Friday 08-02-2019 at 3.30 p.m.	Monday 18-02-2019 at 3.00 p.m.
Technical opening	Wednesday 20-02-2019 at 11.00 a.m.	Wednesday 20-02-2019 at 1.30 p.m.
Commercial opening	Thursday 21-02-2019 at 11.00 a.m.	Thursday 21-02-2019 at 1.30 p.m.
E-Auction	Friday 22-02-2019 11.00 a.m.	Friday 22-02-2019 03.00 p.m.

**Maharashtra State Textile Corporation Ltd.****I. Description of the Land****Location of Land bearing City Survey No 178/2:**

Sir Bezonji Mehta Road, Nagpur – 440 018

Plot No. as per layout Approved by Nagpur Municipal Corporation (N.M.C). offered for sale	Approx Area as per layout approved by N.M.C (In Sq Mtrs)
Pl. No.1	14,439
Pl.No.2	17,910
Pl.No.8	4,795

The Tenderer are expected offer their price for all the three plots of Land

The following portion of Land will be handed over to Nagpur Municipal Corporation

Open Space	9,841
P.U. Land	3,281
Roads	6,196
Area Under D.P. Road	592

At present following structures are standing on the said land

Sr. No.	Description	Approximate Area in Sq.Mtrs.
(1)	Weaving Shed	10,785.00
(2)	Security Office	133.00
(3)	Latrines	108.00
(4)	Cotton Godown No.1	574.00
(5)	Cotton Godown No.2	148.00
(6)	Time Office Building	360.00
(7)	Cycle Stand Sheds	68.00
(8)	Dinning Hall.	774.00
(9)	Canteen House Building	205.00
(10)	Gate Office (Near Gate)	25.00
(11)	Personnel Office (Admn. Office)	240.00
(12)	Generator Room (Attached with Security Office)	40.00
(13)	Tin Shed (attached with Admn.Office).	88.00
	Total (a)+ (b)	13,548.00

MSTC has initiated separate tender process for Demolition of the structures and disposal of scrap materials at present standing on the Land. The terms and condition of the tender process for Demolition of the structures and Disposal of scrap materials can be viewed from the website www.mstc.co.in. The possession of the plots sold, to the successful tenderer, will be handed over only after completion of demolition and sale process which is expected to be completed end of October 2019.

Terms and conditions for sale of Land at Nagpur

1) Disclosures:

- 1.1 The undertaking of Empress Mills earlier owned the Central India Spinning, Weaving and Manufacturing Limited was nationalized by the Government of Maharashtra vide Act No XLVI of 1986. The ownership of entire Mill was transferred to MSTC as per the said act w.e.f. 3rd October, 1986. As per the provisions of the said Act, MSTC is not liable for any liability of the erstwhile owners prior to nationalization.
 - 1.2 MSTC had moved application before appropriate Authority for changing the user of Land from 'Industrial Zone' to 'Mixed User'. In reply to the said letter Town Planning Department of Nagpur Municipal Corporation (NMC) vide its letter dated 24.02.2002 has informed that the matter will be decided by the Commissioner NMC once development proposal plan along with Maps and other papers are received. Copy of Marathi letter is annexed ("**Annexure A**").
 - 1.3 The MSTC has entered into an agreement dated December 20, 2004 with the NMC ("**Annexure B**"), wherein MSTC has agreed to provide land area of 3281 sq. meters for public utility. FSI/TDR on Area Under D.P. Roads will be available to the successful Tenderer. MSTC has received a request from the Maharashtra State Electricity Distribution Company Ltd. for land of about 2000 (two thousand) sq. meters out of the land reserved for public utility as set out above, which will be allotted in concurrence with NMC. It shall responsibility of the successful Tenderer to comply the terms and conditions of the said agreement at his own cost, to enable MSTC to hand over the possession of other portions of Land to NMC or any other authority. MSTC will provide all papers and documents required for such compliance.
- 2) Details of tender process (Schedule for E Tender cum Auction) as mentioned on Page No.2 are binding to the tenderer.
 - 3) The cost of the prescribed blank tender form is of Rs. 50,000/- (Rs. Fifty Thousand only) each which is non-refundable.
 - 4) While submitting the tender, **it is binding on the tenderer to put his signature on every page and in case, there is a correction in writing, then tenderer should put his signature at that place also.** Likewise, it is necessary to put signature on page No.4 to 10 of tender conditions and after it's scanning to upload the tender.
 - 5) **Tender submitted without signature on all the pages will not be accepted.**
 - 6) As per Information and Technology Act, 2000, the tenderer should get Digital Certificate (both signing and encryption) from any certifying authority by paying prescribed fees, then only tenderer will become eligible to submit the tender.

- 7) Tender form is not transferable to others.
- 8) Tender in prescribed form will have to be submitted on line on web site of the, <https://mahatenders.gov.in/nicgep/app> during prescribed period as mentioned on Page No.2.
- 9) Tenders must be accompanied by a interest free Security Deposit of Rs. 5.00 Cr. (Five Crores). No exemption from payment of Security Deposit shall be allowed to any tenderer. Considering stake involved, the Corporation reserves its rights to ask for interest free additional Security Deposit from the highest bidder (H1) after e auction. The total amount of such Security Deposit+ additional Security Deposit shall be 10% of the highest bid offered at e auction. Such H1 shall deposit additional security deposit within period of 10 days from the date of demand by the Corporation, failing which the tender will not be processed further. Asking of such additional deposit shall not be construed as acceptance of highest offer.
- 10) **As per the G.R. No. GAD-DIT 080/2/2014-DIT (MH) dated 13.8.2014, issued by Information Technology (GAD),Govt. of Maharashtra, the amount of Rs.50,000/- (Rs. Fifty Thousand only) towards cost of tender form and Rs. 5,00,00,000/- (Rupees Five Crores) Security Deposit has to be paid online through SBI MOPS payment gate way.**
- Note : RTGS Challan for Security Deposit and cost of tender generated by applicant should be submitted to Applicant's Banker for transfer of Security Deposit and cost of tender amount at least three days before closing time for Bid Preparation i.e. on or before 16th February, 2019 during banking hours to ensure timely transfer of funds to escrow account.**
- 11) E auction for increasing tender amount **with the highest tenderer and other qualified tenderers who have quoted 75% and above that of highest tenderer will be held on Friday 22nd February, 2019 from 11.00 a.m. to 3.00 p.m.**

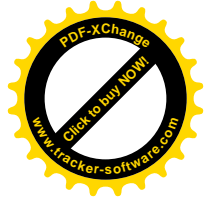
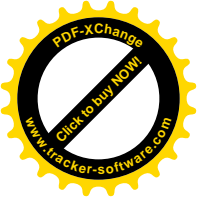
Guidelines for e-auction which shall form part and parcel of the CONDITIONS are as under

- i) **RESERVE PRICE:** There shall be a reserve price which is fixed at Rs. 162.59 Cr. If after the completion of the bidding process it is found that the highest bid for all plots of Land is less than the reserve price MSTC reserves the right to reject or accept the tender (offer)
- ii) **STARTING PRICE:** There shall be a 'Starting Price' for auction which will appear on the e-auction portal at the time of auction. Tenderers are required to quote bids for the value of entire land. **The starting price will be the highest price received after commercial opening of in e-tender.** However, starting price shall not be interpreted as the reserve price. The starting price is the minimum amount from which the bidding shall start and have no other significance apart from being the starting point of auction.

- iii) **Live-e-auction-Bidding Methodology:** On the date of auction as per schedule mentioned in at page 2, auction will commence at 11.00 a.m. Those tenderers who have quoted offer of 75% and above that of highest offer received on Commercial opening tenderer will be eligible to participate in e-Auction, which will be held on Friday 22nd February, 2019 from 11.00 a.m. to 3.00 p.m. On the beginning of e-auction, a starting price shall appear. The increment value shall be minimum of Rs. 1.00 Cr (Rupees One crore) ; hence the next bid has to be higher by Rs. 1.00 Cr (Rupees One crore) of the previous bidding price. However, the Tenderers are free to increase the bid price by more than Rs. 1.00 Cr. (Rupees One crore) but in the multiple of Rs. 1.00 Cr (Rupees One crore).

Illustration: Say for example, the previous bid price is Rs. 165.25 Crores. The next bid should at least Rs 166.25 Crores.

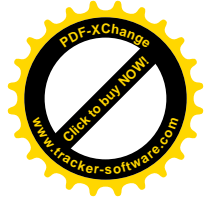
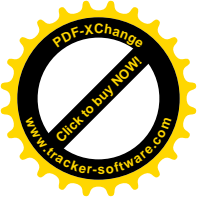
- iv) **Closing Time of e-Auction:** Closing Time of e-Auction will be closed at 3.00 (three) p.m. Friday 22nd February, 2019. However, if there is any bid within 10 minutes of the closing time then the closing time shall automatically be extended by the system by 10 minutes and shall continue to extend till there is no bid within last 10 minutes of the closing time.
- v) **EVALUATION OF THE AUCTION:** After completion of bidding, if it is found that the highest bid is more than or equal to the reserve price, the Letter of Acceptance will be allotted to the highest eligible Tenderer subject to approval of the Board of Directors of MSTC and the Government.
- 12) In view of the Directions of the Government of Maharashtra to set up Integrated Textile Project on the Land, Preference will be given to those tenderers who give an undertaking to the Corporation that major portion of land shall be used for construction of Garment Park/Textile Park.
- 13) After opening of the tenders and completion of e-auction, the Security Deposit amount of the tenderers other than that of highest three tenderers (H1 H2 and H3) will be refunded to them within 07 working days from date of e-auction, through SBI MOPS payment gate way. The Security Deposit amount of highest three tenderers, after e-auction, will be retained with the Escrow through SBI MOPS payment gate way. The Security Deposit amount of other two tenderers will be refunded through SBI MOPS payment gate way, E-payment to their Bank account within 07 days from the date of issuing letter of acceptance to the highest tenderer and on his depositing additional security deposit as per clause 9 demanded by the Corporation and payment of the 1st Installment of the consideration (as stated at clause 15) with the Corporation.
- 14) Under any circumstances, right will not be available to the first, second and third highest tenderer after e auction to withdraw their offers during the period of 120 days from the date of opening of tender. Their EMD amount shall continue to remain without interest in the escrow account. In case tender is not accepted , the amount of security deposit of of highest three tenderers (H1 H2 and H3) will be refunded to them within 130 days from date of e-auction



- 15) The successful tenderer whose tender is accepted will have to pay full tender amount as under :
- a. 30% of agreed price subject to the provisions of Tax Collected at Source within 60 days from date of receipt of acceptance letter
 - b. Further 30% of agreed price subject to the provisions of Tax Collected at Source within 120 days from date of receipt of acceptance letter
 - c. The possession of the plots will be given after completion of demolition of sheds standing on the land and compliance of the terms and conditions of the agreement by the successful tenderer (as mentioned at point 1.3 above)
 - d. Balance amount of agreed price (after adjusting Security Deposit (including additional security Deposit) subject to the provisions of Tax Collected at Source at the time of execution of agreement and the possession of the plots.
 - e. All payments, other than payments required to be made after up to the stage of e-auction, shall be made by demand draft or pay order drawn in favour of "Maharashtra State Textile Corporation Limited" payable at Mumbai. The payments can be made through NEFT /RTGS.
- 16) The entire Security Deposit (including Additional Security Deposit) shall be liable for forfeiture in case of default of any terms and condition of the tender by the successful tenderer.
- 17) If the additional security deposit (as stated at clause 9 of the tender terms) by the tenderer or if 1st installment of 30% of agreed price is not paid within 30 days from date of receipt of acceptance letter by the successful tenderer then tender will be cancelled and Security Deposit amount will be forfeited. In such case Corporation shall have right to award the contract to 2nd highest Tenderer and on his failure to deposit the additional security or 1st installment of 30% of agreed price, as the case may be to 3rd highest tenderer.
- 18) The letter of acceptance issued to the highest tenderer is not transferable to other person.
- 19) The tenders received are subject to the jurisdiction of Nagpur Judiciary.
- 20) Maharashtra State Textile Corporation Ltd. is empowered to cancel the tender process without assigning any reasons thereof.
- 21) All outgoings by way of Municipal Taxes and Property Taxes etc. shall be the liability of the tenderer on and from the date of agreement after the tender is accepted. To the best of its knowledge, Empress Mill/ Maharashtra State Textile Corporation Limited (herein after jointly referred to as MSTC), has paid all Municipal Taxes , Property Taxes and other out goings on the said property

which have become due for payment. The successful Tenderer shall however be liable for all such out goings, if levied retrospectively after the date of agreement.

- 22) All expenses like stamp duty, registration charges, documentation charges shall be borne by the successful tenderer.
- 23) Requisite statutory/other permissions from any of the concerned authorities such as Local Bodies/Authorities, State Government, Income tax Department, etc shall have to be obtained by the successful tenderer. Necessary assistance, if required, will be provided by MSTC.
- 24) The drawings/sketch/map of the said property will be available for inspection during the office hours on any working day of the Mills at Nagpur between 1.30 p.m. to 5.30 p.m. for which tenderer may contact No9373124518. Tenderers are advised to visit the property site and satisfy themselves about the area, location, user of the land and other details before submitting the tender. MSTC shall not be responsible for variations if any, noticed in the specifications/descriptions/area etc.
- 25) In case any disputes are raised by the tenderer, the decision given by the Managing Director of the Maharashtra State Textile Corporation will be final and binding.
- 26) It will not be binding on the part of Maharashtra State Textile Corporation Ltd. to accept the highest tender. Likewise in case the tenderer has mentioned some condition in the tender then such tender will be cancelled.
- 27) It is presumed that the tenderer has submitted his tender after examining the tender conditions which are part and parcel of the tender document and are acceptable to the tenderer.
- 28) The tenderers are advised to ensure that their computer, software and other equipments are upto date so as to ensure timely submission of tender. Failure of any tenderer to submit the tender on account of any technical deficiencies will not be considered.
- 29) Corporation has right to accept or reject the tender without assigning any reason.



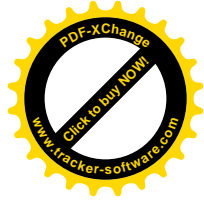
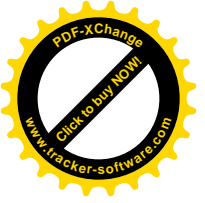
30)

f. **Details of Tenderer:**

1.	Full Name of Tenderer :	
2.	Address	
3.	Mobile No.	
4.	E-Mail id	
5.	PAN No.	
6.	GSTIN No.	
7.	Bank Details of Bidder	
	Name of the Account Holder	
	Account Number	
	Center	
	Name of Bank	
	IFSC Code	
	Branch Address with Code	
	Type of Account (Savings /Current)	
8.	Payment Receipt of EMD of Rs. 5.00 Cr.	
9.	Payment Receipt of E Tender Form FEE Rs.50,000/-	

I have read the terms and conditions of tender which are acceptable to me.

Signature and Stamp of Tenderer



Technical Bid/Cover

1. Company / Firm registration details.
2. Tender Fee and EMD Online Generated Payment Receipt
3. Copy of the PAN Card of the Tenderer.
4. Copy of the GSTIN of the Tenderer.
5. E-Tender cum Auction Document (Page 1 to 10) duly signed on each page by tenderer

Financial Bid/Cover

6. BOQ (Need to submit online Only)

Guidelines / Instructions

7. All eligible interested tenderer who want to participate in e-tendering process should compulsory get enrolled on e-tendering portal <https://mahatenders.gov.in>
8. Tender documents can be seen, downloaded and submitted from the website <https://mahatenders.gov.in> only.
9. Tender Form Fee and EMD can be submitted through SB MOPS Payment Gateway only.
10. Prospective tenderer should submit technical documents scanned copies in .pdf format in Technical Bid/Cover.
11. Prospective tenderer should submit BOQ rate in given .xls format in Financial Bid/Cover.
12. Prospective tenderer should have valid Class-2 or Class-3 Digital Signature Certificate (DSC) obtained from Authorized Certifying Authorities.

Telephonic Help Desk Number

0120-4001 002 / 0120-4200 462/ 0120-4001 005/0120-6277 787

E-Mail Technical Support: - support-eproc@nic.in

Mr. Vinayak Agre of NIC Mobile No.08879002344.



नागपूर महानगरपालिका, नागपूर

(नगर रचना विभाग)

पहिला माळा, नारंग टॉवर, पाम रोड, सिव्हील लाईन्स, नागपूर-४००००१, ☎ २५६७०१६



जा.क्र. -म.न.पा./नरवि/ 194-5

दि. -24/02/2009

व्यवस्थापकीय संचालक

महाराष्ट्र राज्य, वस्त्रउद्योग, महामंडळ मर्यादीत,

लोटस हाऊस, 33 - अ, सर विठ्ठलदास ठाकरसी मार्ग,

न्यु मरीन लाईन, मुंबई 400020.

विषय:- वस्त्रोद्योग महामंडळाच्या नागपूर येथील जागेचा औद्योगिक झोन (Industrial Zone) मधे बदल करून मिश्र वापर (Mixed Use) करण्याची परवानगी देण्याबाबत.

संदर्भ - 1) आपले पत्र क्र. अ.शा.प.क मानव्य/1311, दि. 28/1/2009.

2) वरिष्ठ सल्लागार (मानव्य व प्रशासन) यांचे पत्र क्र. मानव्य /1368 दि. 28/1/2009

नगर भुमापन क्रं. 178/2 मौजा नागपूर या जागेचा वापर नागपूर शहराच्या मंजूर विकास योजनेनुसार औद्योगिक आहे. सदर जागेचा अभिन्यास नकाशा नागपूर महानगरपालिके तर्फे दि. 2 नोव्हें 2004 रोजी मंजूर करण्यात आलेला आहे.

सदर जागा नागपूर शहराच्या मंजूर विकास योजनेनुसार दाटीवाटीच्या (Congested Zone) क्षेत्रात अंतर्भूत आहे. सदर जागेसाठी नागपूर शहरासाठी मंजूर विकास नियंत्रण नियम 2000 नुसार चटई क्षेत्र निर्देशांक 1000 चौ.मी पर्यंतच्या भुखंडाकरीता 1.00 व 1000 चौ.मी पेक्षा जास्त क्षेत्रफळ असलेल्या भुखंडाकरीता 1.25 अनुज्ञेय आहे.

नगर विकास विभाग महाराष्ट्र शासन ^{औद्योगिक विभागात} दि. 20/7/2007 रोजीचे राजपत्रात प्रसिध्द झालेल्या अधिसूचनेनुसार निवासी (R1 व R2) तसेच वाणिज्य विभागात अनुज्ञेय असलेल्या वापर करिता परवानगी देण्याचे अधिकार मा. आयुक्त महानगरपालिका नागपूर यांना प्रदान करण्यात आलेले आहेत. आपणाकडून उपरोक्त जमिन औद्योगिक विभागात वाणिज्य वापराकरीता बांधकाम नकाशा करावयाचे असल्यास तसा प्रस्ताव बांधकाम नकाशा व आवश्यक कागदपत्रांसहीत महानगरपालिकेत प्राप्त झाल्यास त्यावर वरील अधिसूचनेनुसार निर्णय घेता येईल. मात्र जमिनीचा वापर वाणिज्य असा बदल झाल्यास सदर जागा दाटीवाटीच्या क्षेत्रात (Congested Zone) असल्याने सदर जागेवर विकास नियंत्रण नियम N:1:1:2(a) नुसार 1000 चौ.मी पर्यंतच्या भुखंडाकरीता चटई क्षेत्र निर्देशांक 1.00 व 1000 चौ.मी पेक्षा जास्त क्षेत्रफळाच्या भुखंडावर 1.25 चटई क्षेत्र निर्देशांक अनुज्ञेय राहिल.

उपरोक्त विषयाच्या अनुषंगाने पुढे नमुद करण्यात येते की, मंजूर अभिन्यांसातील रस्त्यांतर्गत व सार्वजनिक वापराकरीता सोडलेली मोकळी जागा या बदलात चटई क्षेत्र निर्देशांक देण्याची तरतुद नागपूर शहरासाठी मंजूर विकास नियंत्रण नियम 2000 मध्ये नाही. फक्त विकास योजना रस्त्याच्या रुंदीकरणामुळे बाधित आलेल्या जागेचा TDR देण्यात येईल.

आयुक्त
(असीम गुप्ता)

महानगरपालिका, नागपूर



NAGPUR TREASURY
 27 JUL 2004
[Signature]
 Stamp Head Clerk / Sr Clerk

74866 614108

[Handwritten signature]

[Handwritten signature]

AGREEMENT

THIS AGREEMENT IS EXECUTED ON THIS 20th.....
 DAY OF December - 2004 BETWEEN

The Corporation of City of Nagpur, through the Assistant Director, Town Planning, Nagpur Municipal Corporation, Nagpur, hereinafter called the PARTY NO. 1, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PARTY NO. 1, as well as its liquidators, administrators and assigns of ONE PART

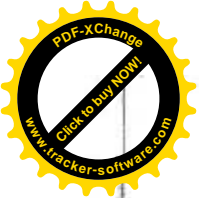
AND

Empress Mills, M.S. Textile Corporation Ltd., Sir Bezohji Mehta Road, Nagpur, Through its Officiating General Manager Shri. A.S. Lathi, hereinafter called the PARTY NO. 2 which expression shall unless repugnant to the context or meaning thereof always mean and include the said PARTY NO. 2 as well as their respective heirs, legal representatives, executors and successors, administrators and assigns of the OTHER PART.

A. S. LATHI
 Offr. General Manager
 Empress Mills, Nagpur

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 20/12

attached and forms part of this agreement.



(1) WHEREAS, the party No. 2 owns and possesses ALL THAT piece and parcel of land comprising Kh.No. 178/2, 178/3, 178/4, 178/5, 178/6 & 178/7, Sheet No. 196, Mouza- Nagpur, situated at Nagpur in Tahsil & Dist. Nagpur,

(2) AND WHEREAS, the party No. 2 has prepared a layout in conformity with the guidelines issued by the State Govt. from time to time and also in conformity with development plan for Nagpur and the provisions of Development Control Regulation for Nagpur City as per plan attached to this agreement,

(3) AND WHEREAS, the party No. 2 has agreed to undertake the internal development of layout by providing road, storm water drain, internal water supply mains and distributing lines, sewer lines, street lights etc. at his cost and risk in accordance with the plans specifications to be provided by Nagpur Municipal Corporation,

(4) AND WHEREAS the Additional Commissioner, Nagpur Municipal Corporation has accorded provisional approval to the layout plan on dt. 02/11/2004.

(5) AND WHEREAS the party No. 2 has paid Rs. 18,87,750/- (In words- Rs. Eighteen lacs eighty seven thousand seven hundred fifty only) to the party No. 1 on dt. 30/11/2004, the details of which are as below -

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1) Registration Fee	:-	Rs.	50/-
2) Security Deposit Charges	:-	Rs.	12,27,000/-
3) Periodical Inspection Charges	:-	Rs.	6,13,500/-
4) Scrutiny Charges	:-	Rs.	30,700/-
5) Sewer Line Intercepting Charges	:-	Rs.	16,500/-
6) Land Development Charges	:-	Rs.	
Total :-		Rs.	1887750/-

Stamp: Nagpur Municipal Corporation, Nagpur

(6) AND WHEREAS, it is the responsibility of the Party No. 2 to carry out and complete all internal development work in the layout,

NOW THEREFORE IT IS HEREBY AGREED AS UNDER :-

(A) THAT the PARTY NO. 1 does hereby accord provisional sanction to the layout in the aforementioned land admeasuring 66201.00 m² bearing Kh.No. 178/2, 178/3, 178/4, 178/5, 178/6 & 178/7, city survey No. 178, Sheet No. 196, Mouza-Nagpur, Tah. & Dist. Nagpur subject to conditions mentioned in this agreement and in accordance with the sanctioned plan, a copy of which is hereto attached and forms part of this agreement.



(B) THAT the PARTY NO. 1 has recommended the layout for demarcation by the City Survey Deptt. The PARTY NO. 2 shall get the layout demarcated from City Survey Deptt. within 3 months and submit it to the Corporation for final sanction of layout.

(C) THAT if any discrepancy/ violation with reference to Development Control Regulations 2000 or provisions of Development Plan is found, it shall be the responsibility of the PARTY NO. 2 to rectify it at its own risk and cost.

(D) THAT the PARTY NO. 2 shall be solely responsible for all the details and calculations thereof supplied by them. If any error/mistake is found which may result in any modifications in design, layout, alignment of roads, sizes of plots etc., the Party No. 2 shall agree to such modification of layout that may be decided by Party No. 1.

(E) THAT the party No. 2 shall handover the areas / land affected by roads as per Development Plan and the recreational open space and P.U. space in the layout to the party No. 1 free of cost, at the time of final approval of the plan.

(F) THAT the party No. 2 shall be responsible for development of roads, drainage lines, sewerage lines, water mains & distribution, street lighting, storm water drains, within one year from the date of execution of this Agreement to the satisfaction of Nagpur Municipal Corporation. The Municipal Commissioner may however at his discretion, if necessary, reasonably extend the time of completion of development.

(G) THAT the party No. 2 shall be responsible for correct demarcation of plots, roads of the layout and other reservations and shall be responsible for dispute, if any, arising therefrom.

(H) THAT the party No. 1 may release the plots for sale and construction proportionately in accordance with the development works carried out in the layout. The Party No. 1 may grant the permission to dispose of plot as per the development work carried out and as decided by Additional Municipal Commissioner.

(i) The party No. 2 shall not dispose of any of the plots unless the infrastructure is developed to the satisfaction of N.M.C. and the plots are released for the sale.

(J) THAT the Party No. 2 shall inform the Party No. 1 each stage well in advance so as to enable the Party No. 1 to depute its Engineer on site for inspection. The party No. 2 shall obtain a certificate from

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the Officer concerned . Party No. 1 shall have the right to send Engineers to supervise the work from time to time as and when the stage of work requires, with or without a notice to Party No. 2.

(K) THAT the plots are purely meant for Industrial purpose. Any other use if permissible, will be allowed as per Development Control Regulations for Nagpur City.



(L) Party No. 2 shall be responsible for making necessary arrangements for laying water mains of cast iron and lay the internal drainage lines alongwith internal roads to facilitate the water supply to all the plots holders. The pipe lines shall be laid according to the specifications and designs as approved by the Executive Engineer, Water Works, Nagpur Municipal Corporation, Nagpur. The Party No. 2 shall inform the Executive Engineer, Water Works, of the Party No. 1 well in advance before he undertakes the works of laying water mains and internal water lines in the layout to enable him to depute a responsible officer for inspection. The Party No. 2 shall be responsible to obtain the completion certificate from Executive Engineer, Water Works. Till the water supply is not made available by the Nagpur Municipal Corporation, Party No. 2 may construct No. of open wells and / or bore wells in the layout for its drinking purpose.



(M) THAT the Party No. 2 shall provide electric poles and street lights alongwith internal approach roads for the layout.

(N) THAT all the building and construction in the layout will be governed by the Development Control Regulations and Development Plan being in force or any other rules, regulations or Bye-laws in force from time to time.

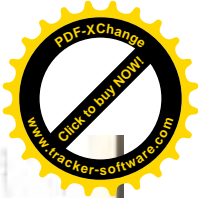
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(O) THAT the latrines in the layout shall be flush - type connected to independent septic tank for the proper arrangement of the disposal of the effluent or to the sewage disposal system. S.W. pipe line, Septic Tank shall be executed as per instruction / orders of Drainage Department, N.M.C.

Handwritten signature and stamp
A. S. LATHI
The Local Manager
Nagpur City, Nagpur

(P) THAT the Party No. 1 may revoke the sanction granted at any time, if it is found that the execution of the layout and development work has not been carried out in accordance with the terms and conditions of this Agreement or the sanction accorded.

(Q) THAT the Party No. 2 shall not sub-divide or amalgamate the plots in this layout without obtaining previous written permission of



the Party No. 1. The building on all the plots in this layout shall be constructed in accordance with the Development Control Regulation 2000, as may be in force from time to time.

(R) THAT it is also agreed that in the event of difference of opinion or any other disputes between parties hereto in respect of any contents herein, the decision of the Municipal Commissioner of the City of Nagpur or his Successor in office, as the case may be, shall be final and binding on the Party No. 2.

(S) All other conditions of the commencement Certificate shall be binding on the Party No. 2 and Plot / tenement Owners.

(T) THAT the sanctioned layout plan shall be the part and parcel of this agreement.

(U) THAT the expenses for preparation of this document and matters related to this document shall be born by Party No. 2.

✓ (V) Party No. 2 shall handover the developed infrastructure to the Party No. 1 N.M.C. before release of the final lot of plots.

THE PARTIES HAVE SET THEIR HANDS ON THE DAY FIRST ABOVE WRITTEN.

FOR NAGPUR MUNICIPAL CORPORATION

[Signature]

Assistant Director, Town Planning
Nagpur Municipal Corporation
PARTY NO. 1

WITNESSES:

- (1) *[Signature]*
C. S. Bhandarkar
Nasant Neth. T. Lohibad Rd.
Mehad. Nagpur
- (2) *[Signature]*
H. M. Kulkarni
Empress Mills
Nagpur

[Signature]
Shri. A. S. Lathi,
Officiating General Manager,
Empress Mills,
M.S. Textile Corporation Ltd.,
Sir Bezonji Mehta Road, Nagpur
Party No. 2

Place : Nagpur
Dated : 20/12/04