

Reuse Recycling Plant, Compound Wall to open space, Development of Open Space and Internal Pathways and Tree plantation in Open space. Installation of play field equipment & erection of name board at open space in the name of freedom fighter or similar persons as approved by NMRDA. RCC canalization wall and solid waste management system as per clause no.13.5 of UDCPR 2020 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. **E.E.1(NMRDA)/52, Dt.03.04.2023 of A.E.(NMRDA), Nagpur** and **N.A. Sanad of Hon. Collector, Nagpur Dt. 21.03.2023.**

(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 **1.114000 H.R. (11140.00 Sq.mt.) out of (1.49 H.R.) 14900.00 Sq.mt.** bearing/comprised in **Khasra No. 201/2 (Part) of Mouza Pipla, Tahsil Nagpur (Rural)** 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:-
- (c) To complete /execute all development works i.e. including Cement Concrete Road, CC Paver Block, **RCC** pipe sewer lines with SFRC covers and RCC pipe storm drains with SFRC grills, rainwater harvesting system, CI / DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), & Grey Water Recycling and reuse plant along with necessary drainage line etc., Compound Wall to open space, development of internal pathway in open space, tree plantation, development of open space, **Installation of play field equipment & erection of name board at open space in the name of freedom fighter or similar persons as approved by NMRDA.** RCC canalization wall and solid waste management system as per clause no. 13.5 of UDCPR- 2020 etc., in this layout, strictly in accordance with plans, drawings, specifications, designs which are approved by Party No.01 and in accordance with instructions which may be given on that behalf by Party No. 01 from time to time. The Party No.02 shall be solely responsible to arrange for electrification & street lighting in the layout at its own cost.
- (b) To deposit with Party No.01 refundable sum of **Rs. 4,88,322/-** being **5%** of estimated development cost @ **Rs. 87.67** lakhs per Hecter towards **Security Deposit** for completion of all development works mentioned above. Security Deposit shall bear no interest.
- Party No.02 has accordingly deposited **Rs. 4,88,322/-** vide **Receipt No. 2023041767, dated 13.04.2023** with Party No. 1.
- (c) To deposit with Party No.01 nonrefundable sum of **Rs. 4,88,322/-** being **5%** of estimated development cost @ **Rs. 87.67** lakhs per Hecter towards **Periodical Supervision** charges and for grant of certificate at different stages of development as prescribed by Party No 01 in order to ensure that works are proceeding according to specifications, standard designs, lines & level prescribed by Party No. 01.



Party No.02 has accordingly deposited **Rs. 4,88,322/-** vide **Receipt No. 20230131151, dated 27.01.2023** with Party No. 01.

- (d) The Party No. 02 shall have to deposit on refundable levy, assessment and **Development Charges** as per clause 124 B of M.R. & T.P. Act 1966 (Amended) on total land under the layout.

Party No.02 has accordingly deposited **Rs. 6,20,498/-** vide **Receipt No. 20230131151, dated 27.01.2023** with Party No. 01.

- (e) Party No. 02 shall agree to bear and pay to party No. 01 thenon refundable cost of proportionate construction to capital costs of **Sewage Disposal Scheme** in peripheral area by Party No.01 @**Rs.3,00,000/-** per Ha.

Party No.02 has accordingly deposited **Rs. 3,34,200/-** vide **Receipt No. 20230131151, dated 27.01.2023** with Party No. 01.

- (f) If the aforesaid land is covered by Town Planning Scheme in future, the party no. 02 shall be liable to pay to the Party No.01 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.

(6) (a) Party No. 02 shall lay internal sewer lines at its own cost and construct a common S.T.P & Grey Water Recycling Plant within the layout to connect internal sewer lines and solid waste management system as per clause no. 13.5 of UDCPR 2020etc.

(b) Party No. 02 shall make adequate arrangement for Rainwater harvesting and solid waste management system as per clause no. 13.5 of UDCPR 2020etc.

(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, CC Paver Block, **RCC** pipe Sewer line with SFRC covers and R.C.C. pipe Storm Water drains with SFRC grills, rainwater harvesting system, C.I./D.I./HDPE Water pipe line, Sewage Treatment Plant (STP), Grey Water Recycling and reuse plant along with necessary drainage line etc., Compound Wall to open space,

