

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, & Grey Water Treatment, Recycling and reuse as per clause no 13.4 of UDCPR 2020 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.

(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 be deemed to have been vested in the society / association of the residents / occupants of the layout/building unit except as specified otherwise. In case such society or association is yet to be formed, the owner shall give undertaking to the Authority at the time of occupation certificate in case of Group Housing Scheme and at the time of final approval in case of plotted layout, that he will transfer the recreational open space at a nominal cost of Re.1/- to the society/ association whenever it is formed. The recreational open space shall not be sold/leased out / allotted/ transferred for any purpose, to any other person and it shall not be put to any other use except for the common use of society / association of the residents/occupants as mentioned in Regulation No.3.4.7 as per UDCPR Clause No.3.4.2. Accordingly party no. 2 has submitted undertaking on **dated 29.03.2023** .
- 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.
- c) Party No. 02 shall have to get the Amenity Spaces released from the Party No. 01 and have to develop and use the same as per the relevant provisions of applicable U.D.C.P.R. and building plans of the amenities shall be got approved along with the regular proposal of the development on the land and development of amenities shall be carried out ahead of development on the land of Party No. 02 Or The party no. 2 may handover the Amenity Space



free of cost to party no. 1 in view of TDR Or The Party No. 2 Shall have to develop the area under Amenity Space as per Clause No. 1.3(7) of UDCPR-2020 or may sale after release of Amenity Space for the development as per uses mentioned in Clause No. 1.3(7) or may handover the area under Amenity Space in lieu of TDR as per provisions of UDCPR-2020.

(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.

(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 there of on this layout.

(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. 1 After completion of construction as per sanctioned building plans and after issue of Occupancy Certificate the party No. 1 shall release the tenements in favor of the Party No. 2 for execution of sale deed in proportionate to the development works carried



out to the satisfaction of the Party No. 1. The party No. 2 shall execute the sale deed of tenements in the layout after release & Occupancy Certificate of the same by Party No. 01. However the party no. 2 may enter into agreement to sale for the tenements being constructed with prospective buyers prior to release. The tenement in the layout shall be released in the following manner:

- (a) 20% total tenement area shall be released after execution of agreement and after due approval of development plans, design specification of development works from NMRDA & construction as per sanction
- (b) 30% of total tenement shall be released after completion of 1st stage roads, handing over land for DP/RP roads to NMRDA after development of all open spaces.
- (c) 15% of the total tenement of the layout shall be released after completion of RCC pipe sewer lines with SFRC covers and RCC pipe Storm Drains with SFRC grills, rainwater harvesting system.
- (d) 15% of the total tenement 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 and construction of RCC wall for nalla canalization and solid waste management system as certified by the Party No. 01.
- e) 15% of the total tenement of the layout shall be released after completion of 2nd stage and Cement Concrete/CC Paver Blocks Road and solid waste management system as certified by the Party No. 01.
- (f) 5% of the total tenement of the layout, subject to minimum One (01) no. of tenement, shall be released after completion of Sewage Treatment Plant (STP) as per MPCB norms & Grey Water Recycling Plant as per clause no 13.4 of UDCPR-2020 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 etc. 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 & one year after handing over of services, development works to NMC/ Gram Panchayat/ Nagar Parishad. 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 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) The Sanction once accorded through this Development Permission shall remain valid for Four Years in the aggregate but shall have to be renewed every one year from the date of its issue. The application for renewal shall be made before expiry of one year if the work is not already commenced. Such renewal can be done for three consecutive terms of one year after which proposals shall have to be submitted to obtain development permission afresh. If application for renewal is made after expiry of the stipulated period during which commencement certificate is valid then the Metropolitan Commissioner may condone the delay for submission of application for renewal by charging necessary fees. But in any case issue of development permission shall not be renewed for a period of more than four years from the date of development certificate, Provided that no such renewal shall be necessary if the work is commenced within the period of valid permission. i.e. where the Final Demarcation and provision of water bound macadam roads completed and such permission shall remain valid till the work is completed.

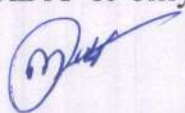
(23) Fly Ash should be use for construction of embankment for road work where embankment is more than 2 m.

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

(25) Shall have to make arrangement for solid waste management at your won cost as per clause no. 13.5 of UDCPR 2020etc.

(26) Shall allow approach road to adjoining land owner through this layouts roads.

(27) The tenement shall be sold only after sanction of building permit from NMRDA & only after release of tenement from NMRDA



(28) Shall have to make arrangement for grey water treatment, Recycling and reuse of grey water as per clause no 13.4 of UDCPR-2020.

(29) Shall provide Electric sub- Station & W.W.T.P. in proposed land.

(30) Shall have to provide 10% open space and 10% amenity Space in balance land of Kh. No. 201/2.

(31) Shall have to provide access road to the adjoining owners through the 12.00 m. wide road of this layout.

IN WITNESS WHEREOF the parties have set their hands on this day of 28, April, 2023

WITNESSES:

1. Signature [Signature]

Nagpur Metropolitan Region
Development Authority

Name Sanjay Gosani

PARTY NO. 01 through

Age 64 Occupation Dr.

Address [Signature]

Telephone No. 932151572

[Signature]
Executive Engineer
(NMRDA)

2. Signature [Signature]

Name Sandip Maula

Age Occupation Service

Address [Signature]

PARTY NO.02

Telephone No. 9028835843 Owner :-

[Signature]
Shri. Nitin Devidas Kirpane