No.: E.E./NMRDA/DPc/Agree/969 **Nagpur, dt.01/08/2023**

To,

S. R. Remedial Services Pvt Ltd Through
Shri. Nitin Marotrao Upare, Shri. Shyamsundar Rambilal Mittal
R/o. D/301, Godrej Anandam, Ganeshpeth,
Nagpur-440018.

Subject :- Sanction of Residential Layout Plan/Land Subdivision for land bearing Khasra No. **150/2** of Mouza-**Bhokara**, Tahsil-**Nagpur (Rural);** Dist. **Nagpur** under section 45 of MRTP Act 1966.

Reference :- Your application dated 28/06/2022.

Kindly find enclosed herewith a copy of Development agreement executed between NMRDA and you along with copy of final approved Layout Plan of above mentioned land approved by Metropolitan Commissioner, Nagpur Metropolitan Region Development Authority, Nagpur under section 45 of MRTP Act 1966 for **Residential** use you are informed to get the drawings, designs & specifications of Development Works i.e. Cement Concrete Road, CC Paver Block, RCC pipe sewer lines with SFRC covers, RCC pipe storm drains with SFRC Grills and rainwater harvesting system, CI/DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), Grey water recycling & reuse plant along with necessary drainage line etc. Compound Wall to open space, Development of internal pathways in open space, 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 & Grey Water recycling plant arrangement as per clause no. 13.4 of UDCPR etc., approved from NMRDA through Executive Engineer-2, Nagpur Metropolitan Region Development Authority, Nagpur.

Encl :- As above.

Executive Engineer-1,
Nagpur Metropolitan Region Development Authority

Copy submitted to :-
The Hon'ble Collector, Nagpur for information.

Copy to :-

1. The Chief Accountant & Finance Officer, NMRDA with Original Agreement for **F.D.R. Sr. No. 1592808, Account No. 923040082223762, dated 13/07/2023 from Axis Bank, Branch-Ravi Nagar, Nagpur valid upto 13/07/2028** record and safe custody.
2. Executive Engineer-2, Nagpur Metropolitan Region Development Authority.
3. Assistant Engineer (North), Nagpur Metropolitan Region Development Authority.

Executive Engineer-1,
Nagpur Metropolitan Region Development Authority



महाराष्ट्र MAHARASHTRA © 2022 © 52AA 931784

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this, the 31st day of **July, 2023** between the **Nagpur Metropolitan Region Development Authority**, declared by Govt. of Maharashtra for Nagpur Metropolitan Area vide Notification No. NMRDA-3316/C.R.-55/UD-7 Dtd. 04.03.2017 represented by its Executive Engineer, Nagpur Metropolitan Region Development Authority (here in after referred to as Party No. 01), which expression shall unless repugnant to the context or meaning thereof be deemed to include **S. R. Remedial Services Pvt Ltd Through Shri. Nitin Marotrao Upare, Shri. Shyamsundar Rambilas Mittal, R/o. D/301, Godrej Anandam, Ganeshpeth, Nagpur-440018.** (here in after referred to as the Party No. 02), 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. 02 is the absolute owner of land admeasuring **12700.00 Sq.m (1.27 HR.)** and minimum area is **12586.64 Sq.m (1.258664 HR.)** layout is approved comprised in **Khasra No. 150/2 of Mouz- Bhokara, Tahsil Nagpur (Rural); Dist. Nagpur.**

The aforesaid land is covered under Nagpur Metropolitan Region declared by Govt. vide Notification No. NMRDA-3316/C.R.-55/UD-7, dt. 04.03.2017 by which NMRDA has been established as Planning Authority for Nagpur Metropolitan Region.

WHEREAS, the Tentative layout plan is approved by Hon. Metropolitan Commissioner, Nagpur Metropolitan Region Development Authority on dated **12.10.2022** and Hon. Metropolitan Commissioner, NMRDA has approved the Final layout plan under Section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1966 vide order **dated 12.05.2023.** The Tahsildar, Nagpur (Rural) has issued the N.A. sanad of the aforesaid land admeasuring **12700.00 Sq.m (1.27 HR.) out of 12586.64 Sq.m (1.258664 HR.)** from Agricultural use to non-agricultural for the **Residential** purpose vide order **dated 14/06/2023.**

WHEREAS the Party No. 02 desirous to get the layout on the aforesaid land to develop for the **Residential** purposes, in accordance with the plans, specifications and Development Control &Promotion Regulations and

WHEREAS the aforesaid land is situated in the area covered by the Nagpur Metropolitan Region as per Government of Maharashtra, Urban Development Department Notification, Dt. 04.03.2017, the said land is under jurisdiction of Nagpur Metropolitan Region Development Authority. The party No. 01 has control over the area in the matter of development of layout of said land; and

WHEREAS the Party No. 02 has applied for the development permission to the Party No 1 for developing the said land and Party No. 02 has given acceptance to the Terms and Conditions of Party No. 01 to develop the land as per plans, suggestions and directions of Party No. 01

in the manner of size, location, specifications and designs of plots and development works including Cement Concrete Road, CC Paver Block, RCC pipe sewer lines with SFRC covers, RCC pipe storm drains with SFRC Grills and rainwater harvesting system, CI / DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), Grey water recycling & reuse plant along with necessary drainage line etc. Compound Wall to open space, Development of internal pathways in open space, 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 and Grey Water Disposal as per clause no. 13.4 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. **EE-1(NMRDA)/278, Dt. 07/07/2023 of A.E. (NMRDA), Nagpur** and N.A. sanad of Tahsildar, Nagpur (Rural), Dt. **14/06/2023.**

(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 **12700.00 Sq.m (1.27 HR.) out of 12586.64 Sq.m (1.258664 HR.)** bearing/comprised in **Khasra No. 150/2 of Mouza-Bhokara, 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:-

(a) To complete /execute all development works i.e. including Cement Concrete Road, CC Paver Block, RCC pipe sewer lines with SFRC covers, RCC pipe storm drains with SFRC Grills and rainwater harvesting system, CI / DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), Grey water recycling & reuse plant along with necessary drainage line etc. Compound Wall to open space, Development of internal pathways in open space, 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 and Grey Water Disposal as per clause no. 13.4 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. 5,56,705/-** being **5%** of estimated development cost @ Rs. 87.67/- lakhs per Hector towards **Security Deposit** for completion of all development works mentioned above. Security Deposit shall bear no interest.

Party No.02 has accordingly deposited **Rs. 5,56,705/-** vide **F.D.R. Sr. No. 1592808, Account No. 923040082223762, dated 13/07/2023 from Axis Bank, Branch-Ravi Nagar, Nagpur valid upto 13/07/2028** with Party No. 01.

(c) To deposit with Party No.01 nonrefundable sum of **Rs. 5,56,705/-** being **5%** of estimated development cost @ Rs. 87.67 /- lakhs per Hector 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. 5,56,705/-**vide **Receipt No. 20230522616, dated 19/05/2023** with Party No. 01.

(d) The Party No. 02 shall have to deposit non 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. 4,99,745/-** vide **Receipt No. 20230522616, dated 19/05/2023** with Party No. 01.

(e) Party No. 02 shall agree to bear and pay to party No. 01 the non 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. 3,81,000/-** vide **Receipt No. No. 20230522616, dated 19/05/2023** 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 MaharashtraMetropolitan 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