



NMRDA
नागपुर मेट्रोपॉलिटन क्षेत्र
विकास प्राधिकरण

Nagpur Metropolitan Region Development Authority

Letter No. E.E.(NMRDA)/DPC/Agree/305

Nagpur, Date: 31/07/2020

To,

- ✓ 1) Shri. Narendra Shankarrao Mallelwar,
 - 2) Shri. Rahul Badopant Mallelwar,
 - 3) Shri. Atul Badopant Mallelwar,
 - 4) Shri. Ankush Badopant Mallelwar &
 - 5) Shri. Mangesh Ashok Mallelwar,
- R/o. Shop No. 6, Shubham Tower,
Ajni Chowk, Nagpur- 440 010.

Subject :- Sanction of Residential (Group Housing) Layout /Land Subdivision for Land bearing Kh No. 150/1 of Mouza- Pipla, Tah. Nagpur (Gramin), Dist. Nagpur Under Section 45 of MRTP Act 1966.

Ref'nce:- Your application dated 22/01/2020.

Kindly find enclosed herewith a copy of Development Agreement executed between Nagpur Metropolitan Region Development Authority, Nagpur and you along with copy of final approved layout plan of above mentioned land approved by Executive Engineer-1, Nagpur Metropolitan Region Development Authority, Nagpur Under Section 45 of MRTP Act 1966 for Residential use you are informed to get the drawings, designs & specification of development works i.e. Cement Concrete Road/CC paver Block Road, R.C.C./HDPE pipe sewer line with SFRC covers, R.C.C. pipe storm water drains with SFRC grills and rainwater harvesting system, C.I./D.I./HDPE water pipe line, Sewage Treatment Plan (STP), Solid waste management system, Compound Wall to Open space, Nalla Canalization etc. approved from NMRDA, Nagpur through Executive Engineer-2, Nagpur Metropolitan Region Development Authority, Nagpur.

Encl :- As above.


Executive Engineer
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 & Original FDR/Receipt No. 172941155 from ICICI Bank, Nagpur dated 20.07.2020 valid upto 20.07.2025 for record and safe custody.
2. Executive Engineer-2, Nagpur Metropolitan Region Development Authority
3. Assistant Engineer (South), Nagpur Metropolitan Region Development Authority


Executive Engineer
Nagpur Metropolitan Region Development Authority



महाराष्ट्र MAHARASHTRA

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15 JUL 2020

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this, the day of July, 2020 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 its successors and assigns on the one part, and 1) Shri. Narendra Shankarrao Mallelwar, 2) Shri. Rahul Badopant Mallelwar, 3) Shri. Atul Badopant Mallelwar, 4) Shri. Ankush Badopant Mallelwar & 5) Shri. Mangesh Ashok Mallelwar, R/o. Shop No. 6, Shubham Tower, Ajni Chowk, Nagpur- 440 010.

(here in after referred to as the Party No. 02), which expressions shall unless repugnant to the context or meaning thereof be deemed to

Nagpur Metropolitan Region Development Authority
Shri. Narendra Shankarrao Mallelwar
Shri. Rahul Badopant Mallelwar
Shri. Atul Badopant Mallelwar
Shri. Ankush Badopant Mallelwar
Shri. Mangesh Ashok Mallelwar

१) मुद्रांक बिली नाव वही अनुक्रमंक	5411	दिनांक 24/11/2020
२) दस्त्याचा प्रकार	५४	
३) दस्त नोंदणी करणार आहेत का ?	होय/नाही	
४) बिलकनीचे शोधस्थान वर्णन		
५) मुद्रांक बिलक घेणाऱ्याचे नाव व सही	जैरु डी	मजलेवार
६) हस्त अस्त्यास त्यांचे नाव घेता व सही		
७) नुसत्या पक्षकाराचे नाव		
८) मुद्रांक शुल्क रक्कम		100
प्रतिनिधीद्वारा	मुद्रांक बिलक, नं. १४/१५८८ काह व ५६०५०९६ जिल्हाधिकारी कार्यालय, त. कापलगा, तालुका (गहरी)	
या कसबासाठी न्यायी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक प्राप्ती करण्यासाठी व महिन्यात जावणाऱ्या बंधनकारक आहे.		

include its administrators, successors, representative and assigns on the other part, witnessed as under:-

WHEREAS the said Party No. 2 is the absolute owner of land admeasuring 0.98 H.R. & Layout is approved for area **9800.00 sq.m (0.98 HR.)** comprised in **Khasra No. 150/1 of Mouza Pipla, Tahsil Nagpur (Gramin), Dist. Nagpur.**

The aforesaid land is covered by 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 Nagpur Metropolitan Region.

WHEREAS, **Hon. Metropolitan Commissioner, Nagpur Metropolitan Region Development Authority, Nagpur** has approved **Tentative** layout plan on dated 10.02.2020 and **Executive Engineer, Nagpur Metropolitan Region Development Authority** has approved the final layout under Section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1966 vide order dated **22.04.2020.** **The Collector, Nagpur** has permitted the diversion of the aforesaid land admeasuring **9800.00 sq.m (0.98 HR.)** from Agricultural use to **Non-Agricultural** for the **Residential (Group Housing)** purpose vide order dated **10.07.2020**, and-

WHEREAS the Party No. 2 is desirous to get the layout on the aforesaid land developed for the **Residential (Group Housing)** 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 1 has control over the area in the matter of development of layout of said land; and

WHEREAS the Party No 2 has applied for the development agreement to the Party No 1 for developing the said land and Party No. 2 has given acceptance to the Terms and Conditions of Party No 1 to develop the land as per plans, suggestions and directions of Party No 1 in the manner of size, location, specifications and designs of plots and development works including Cement Concrete Roads/C.C. paver Block,

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Road, RCC/HDPE 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), Compound wall fencing to open space, electric supply lines, RCC canalization wall 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:-

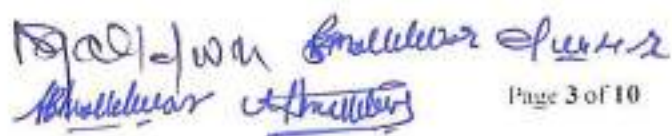
(1) The Party No. 02 hereby agrees, to develop the layout at his own Risk and cost as per the drawings, designs & specifications approved by the Party No. 01 and as per Terms & Conditions of letter No. E.E.1(NMRDA)/340, Dt. 20.07.2020 of A.E.(NMRDA), Nagpur and N.A. order of Collector, Nagpur Dt. 10.07.2020

(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 9800.00 Sq.mt. (0.98 HR) bearing/comprised in Khasra No.150/1 of Mouza- Pipla, Tahsil Nagpur (Gramin) 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/incure 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. Cement Concrete Road, R.C.C./HDPE pipe Sewer line with SFRC covers, R.C.C. pipe Storm Water drains with SFRC grills and rainwater harvesting system, C.I./D.I./HDPE Water pipe line, Sewage Treatment Plant (STP), electrification Compound wall to Open Space, Nalla canalization 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. 5,20,890/-** being **5%** of estimated development cost @ Rs. 106.304 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. 5,21,000/-** vide **FDR/Receipt No. 172941155 from ICICI Bank, Nagpur dated 20.07.2020 valid upto 20.07.2025** with Party No. 1.

- (c) To deposit with Party No.01 nonrefundable sum of **Rs. 5,20,890/-** being **5%** of estimated development cost @ Rs. 106.304 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. 5,20,890/-** vide **Receipt No. 20200723311, dated 23.07.2020** with Party No. 1

- (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.

Accordingly Party No.02 has Deposited **Rs. 4,41,000/-** vide **Receipt No. 20200723311, dated 23.07.2020** 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. 4,38,462/-** per Ha.

Accordingly Party No.02 has deposited **Rs. 4,29,693/-** vide **Receipt No. 20200723311, dated 23.07.2020** 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.

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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 **Tenement** sold to them. The Party No. 02 doth bind itself to incorporate a clause in the sale deed of each **Tenements** to the effect that the **Tenement(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. within the layout to connect internal sewer lines, and solid waste management system.

(b) Party No. 02 shall make adequate arrangement for Rainwater harvesting.

(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

Agalwan Bhulekar Shree
Bhulekar Shree

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 make full arrangement of water supply by digging the wells etc.

(9) The Party No. 02 shall construct the buildings after getting the 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/C.C. Paver Block Road**, R.C.C./HDPE pipe Sewer line with SFRC covers, R.C.C. pipe Storm Water drains with SFRC grills and rainwater harvesting system, C.I./D.I./HDPE Water pipe line, Sewage Treatment Plant (STP), street lights, **Compound wall** to Open Space, Nalla canalization and solid waste management system 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 deem to have vested in the society / association of the residents / occupants. In case such society or association is to be formed, the possession / custody of recreational open space shall remain with the NMRDA until such association / society is formed. The recreational open space shall not be sold to any other person and it shall not be put to any other user except for the common use of residents / occupants.
- 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.

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(12) Party No. 2, shall have to get the development drawings & specifications from Party No. 1 before sanction of building plans for Group Housing.

(13) 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 **Tenement(s)** that shall be sold by the Party No. 02 and shall be binding on the purchasers.

(14) The Party No. 02 shall not sub-divide the land in this layout without obtaining prior written permission of the Party No. 01.

(15) 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.

(16) 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 or shall not issue occupation certificate of building for any part thereof on this layout.

(17) 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.

(18) After completion of construction as per sanctioned building plans and after issue of Occupancy Certificate the party No. 01 shall release the tenements in favour of the Party No. 02 for execution of sale deed in proportionate to the development works carried out to the satisfaction of the Party No. 01. The party No. 02 shall execute the sale deed of the 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 Tenements in the layout shall be released in the following manner:-

Rajeshwar Smalwar Shrivastava
Bhaskar Shrivastava

- (a) 30% of total **Tenements** shall be released on completion of 1st stage road, Handing over Land for DP/RP roads to NMRDA and after development of all open spaces.
- (b) 20% of the total **Tenements** shall be released on completion of RCC/HDPE pipe sewer lines with SFRC covers and RCC pipe Storm Drains with SFRC grills rainwater harvesting system.
- (c) 20% of the total **Tenements** shall be released on completion of laying of CI / DI / HDPE water pipe lines and providing wells with electric pumps where necessary for supply of potable water as certified by the Party No. 01.
- (d) 25% of the total **Tenements** shall be released on completion of 2nd stage and **Cement Concrete Road/C.C. Paver Block Road** as certified by the Party No. 01.
- (e) 5% of the total **Tenements** subject to minimum of 1 No shall be released on completion of Sewage Treatment Plant (STP) as per MPCB norms and as certified by Party No. 01 and after completion of all development works and after obtaining occupancy certificate 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% **Tenements** shall be released by Party No. 01 and remaining 10% **Tenements** shall be released on 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.

- (20) 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. Security Deposit shall bear no interest.

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(21) 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.

(22) 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.

(23) 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.

(24) "That the developer has to start development works within one year and complete all the development works as approved by NMRDA within a period of 4 years from the date of agreement. However if the developer fails to complete the development works within 4 years from the date of agreement and developer intends to develop the layout, then fresh agreement will be executed with Developer by recovering difference of amount of S.D., Supervision Charges, Land Development Fund and Sewage Disposal Charges between amount paid at the time of previous agreement (as per previous rates) and at the time of fresh agreement (viz prevailing rates) and further extension of 2 years shall be granted as per terms and condition decided by Party No.1 from the date of new agreement.

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

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

(27) Shall have to make arrangement for solid waste management at your won cost.

Rajeshwar Bhatnagar
Bhatnagar

(28) Shall have to Construct 18.00 mt. Dp road (9.0 mt. of your layout) at your cost.

(29) Shall allow approach road to adjoining land owner through this layout roads.

IN WITNESS WHEREOF the parties have set theirs hands on this day ofJuly, 2020.

WITNESSES:

1. Signature Vaideli Joshi

Name Vaideli Joshi

Age 39 Occupation Service

Address 57, 102 Bolal Nag

Joshi Wadi Nagpur

Telephone No. 8928884181

Nagpur Metropolitan Region
Development Authority
PARTY NO. 1 through

gale gmm
Executive Engineer -1
(NMRDA) g

2. Signature Sushant S. Kumbhar

Name Sushant S. Kumbhar

Age 39 Occupation

Address Chandan Nagar Plot

No. 357, Nagpur

Telephone No. 9850283988

PARTY NO. 2

Owner:

Shri Narendra Shankarrao Mallewar,

1) Shri Narendra Shankarrao Mallewar,

Rmallewar

2) Shri Rahul Badopant Mallewar,

Rahul

3) Shri Atul Badopant Mallewar,

Atul Mallewar

4) Shri Ankush Badopant Mallewar,

Ankush Mallewar

5) Shri Mangesh Ashok Mallewar.