

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), street lights, 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, & 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 06/07/2022**.

- 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.

(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. 01 shall release the plots in favour of the Party No. 02 in proportion to the development works carried out to the satisfaction of the Party No. 01. The Party No.2 shall not transfer the plots in the layout before release of the same by Party No. 01. The plots in the layout shall be released in the following manner:

- (a) 20% plottable area shall be released after execution of agreement and after due approval of development plans, design specification of development works from NMRDA by Party No. 02.
- (b) 30% of total plottable area shall be released after completion of 1<sup>st</sup> stage roads, handing over land for DP/RP roads to NMRDA and after development of all open spaces.
- (c) 15% of the total plottable area of the layout shall be released after completion of RCC pipe sewer lines with SFRC covers, RCC pipe Storm Drains with SFRC grills and rainwater harvesting system.
- (d) 15% of the total plottable area 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 as certified by the Party No. 01.
- (e) 15% of the total plottable area of the layout shall be released after completion of 2nd stage and Cement Concrete/CC Paver Blocks Road and solid waste management systems as per clause no. 13.5 of UDCPR 2020 as certified by the Party No. 01.
- (f) 5% of the total plottable area of the layout, subject to minimum of One (01) no. of plot, shall be released after completion of Sewage Treatment Plant (STP), as per MPCP norms & Grey Water Recycling Plant as per clause no 13.4 of UDCPR-2020 development of internal pathway in open space, tree plantation, development of open space as certified by Party No. 01 and after obtaining completion certificate 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.

ASSISTANT  
SECRETARY  
NAGPUR MUNICIPAL CORPORATION



(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 own cost as per clause 13.5 of UDCPR-2020.

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

(27) The plots shall be sold only after execution of Development Agreement with NMRDA & only after release of plots from NMRDA.

(29) Shall have to Construct approach Road at your own cost.

(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

IN WITNESS WHEREOF the parties have set their hands on this day of 20 July, 2022.

**WITNESSES:**

1. Signature 

Nagpur Metropolitan Region  
Development Authority

**PARTY NO. 01** through

Name M.R. Tailal B. Patle.

Age 52 Occupation Business.

Address Plot NO. 12, Ghande

Layout, Isopal Nagar, Nagpur.

Telephone No. 937111215

  
**Executive Engineer**  
(NMRDA)

2. Signature 

Name M.R. Nilesh B. Borche

Age 46 Occupation Business.

Address Plot NO 32, Ghande

Layout, Isopal Nagar, Nagpur.

Telephone No. 7744961162 **Owner :-**

**PARTY NO. 02**

  
My Assets Infra, Proprietor  
Shri Motilal Jiyalal Chaudhari,



भारतीय स्टेट बैंक STATE BANK OF INDIA

BESA, NAGPUR GROUND FLOOR, FORTUNE EMPIRE,

POINT, KH. NO. 38/2 & 38/3, BESA, NAGPUR, 440037  
Tel: 261520

सावधि जमा सूचना  
(सावधि जमा रसीद के एवज में)  
TERM DEPOSIT ADVICE  
(In lieu of Term Deposit Receipt)

MY ASSETS INFRA

SHOP NO. 112, FORTUNE EMPIRE,

RAJESHWAR PARK, BELTARODI ROAD,

OPP. HONDA SHOWROOM, NAGPUR, NAGPUR

Nagpur

नामांकन / Nomination : पंजीकृत / Registered / अपंजीकृत / Not Registered

दिनांक / Date :

केवल कम्प्युटर जनित रसीद ही मान्य है। हस्तलिखित रसीद स्वीकार न करें।  
Only Computer generated receipt is valid. Do not accept handwritten receipt.

प्रिय महोदय/महोदया, Dear Sir/Madam,

हमें यह पुष्टि करते हुए प्रसन्नता है कि आपकी निम्नलिखित राशि हमारे पास जमा है, भविष्य में, कृपया आपके पत्राचार में खाता क्रमांक का संदर्भ अवश्य दें, हमारे साथ बैंकिंग करने के लिए धन्यवाद। We have pleasure in confirming details of the following amount held in deposit with us. Please quote the account number in all correspondence. Thank you for Banking with us.

नाम /  
Name: SUPERINTENDING ENGINEER  
NMRDA NAGPUR

सिफ संख्या/  
CIF No. 9021737589-9

पैन संख्या/  
PAN NO. DGP029386

खाता संचालन की विधि: /  
Mode of Operation : SINGLE

योजना/  
Scheme : STD-PUB OTH UNI 181D-10YRS

| खाता क्रमांक / A/c No. | सावधि /Term | ब्याज दर<br>Interest @ | मूल राशि<br>Principal Amt. | जारी करने की तारीख<br>Value Date | परिपक्वता की तारीख<br>Maturity Date |
|------------------------|-------------|------------------------|----------------------------|----------------------------------|-------------------------------------|
| 41116936527            | 5 Y         | 5.5 %                  | INR<br>5,63,831.00         | 12.7.2022                        | 12.7.2027                           |

परिपक्वता राशि/  
Maturity Value :

INR 4,78,098.00

Annualised Yield (%): 5.28

Printed 1 times

भवदीय / Yours faithfully

*Shel*

प्राधिकृत हस्ताक्षरकर्ता / Authorised Signatory

कृपया ध्यान दें / P.T.O.



यह परकाय लिखत नहीं है। This is not a Negotiable Document

### अनुदेश

1. संबंधित जमा के निपटान हेतु आपके अनुदेशों सहित केवल सावधि जमा सूचना में अंकित खाता क्रमांक का उल्लेख करें, इस सावधि जमा सूचना को भेजने की आवश्यकता नहीं है।
2. कृपया जब कभी आपके निवासी/अनिवासी भारतीय स्थिति में परिवर्तन हो, तो उसकी सूचना हमें अवश्य भेजें, खाता खोलने के समय फार्म में घोषित की गई स्थिति तब तक लागू रहेगी जब तक कि उसमें परिवर्तन की सूचना हमें दी जाए।
3. इस सावधि/विशेष सावधि जमा राशि पर ऋण सुविधाएँ उपलब्ध हैं।
4. जमा राशि का समयपूर्व भुगतान किए जाने की स्थिति में बैंक द्वारा समय-समय पर निर्धारित दरों पर दंड वसूल किया जाएगा।
5. फार्म 15 जी / 15 एच प्रस्तुत न किए जाने पर केन्द्रीय प्रत्यक्ष कर बोर्ड के नियमों/आय कर अधिनियम के अनुसार इस जमा राशि पर अदा किए गए ब्याज की स्रोत पर कर की कटौती की जाएगी।
6. यदि आपसे किसी प्रकार के अनुदेश प्राप्त नहीं होते हैं तो आपके हित में बैंक द्वारा उक्त ब्याज सहित मूल जमा राशि को पूर्ववत लागू शर्तों पर नवीकरण के समय लागू ब्याज दर पर स्वतः नवीकृत किया जाएगा ताकि आपको, ब्याज में कोई नुकसान न हो।

### Instructions

1. The account number given in the term deposit advice only need to be quoted with your instructions to us for the disposal of the relative deposit. There is no need to physically send this term deposit advice.
2. Please inform us of any change in your Resident/Non Resident status as and when such change takes place. The status declaration on the account opening form shall remain in force until such time as a change is advised to us.
3. Loan facilities are available against this Term deposit/Special Term deposit.
4. In case of premature payment the deposit represented by this advice shall be subject to penalty provisions at the rates decided by the bank from time to time.
5. Interest paid on this deposit is subject to Tax deduction at source (TDS) as per CBDT rules / income tax act unless form 15G/15H is submitted.
6. In the absence of your instructions the Bank will automatically renew the deposit for a similar term at the interest rate prevailing at the time of renewal to safeguard you from any loss of interest.