

GULSONS ESTATE

ADD.: - 301 PERFECT PLAZA, PLOT NO. 185, MANISH NAGAR, NAGPUR - 440015
Mob. No. 8007888859

ANNEXURE "A"

Model Form of Agreement to be entered into between Promoter and Allottee(s) for Plotted development projects.

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

Model Form of Agreement

This Agreement made and executed this day of in the year.....
at, Taluka, District

By and Between

Name : SANTOSH KUMAR NARAYAN BOPCHE,

Age about 43 years, occupation : Business,

Residing at R/O 301, PERFECT PLAZA PLOT NO. 185, MANISH NAGAR NAGPUR- 440015.

PAN : ALPPB4377D

Hereinafter referred to as the "OWNERS/ DEVELOPERS/PROMOTERS", (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrators, business assigns, trustees, transferees etc.).

AND

_____ Of the First part

Name :

Age about years, occupation :

Residing at

PAN

[Hereinafter for the sake of brevity referred to as THE PURCHASER/S, OR ALLOTTEE/S which expression shall, unless repugnant to the context be deemed to include his/ her heirs, executors, administrators and assignees.]

_____ Of the Second Part

WHEREAS :

A. DESCRIPTION OF THE LAND & PROPERTY :—

(Give Complete Recital of the Title Tal, Block No./S.N Survey No. / Kh. No. - 26/5, P. H. No. - 74, Mouza - Mohgaon, TA. - Nagpur(Gramin), Dist. - Nagpur Village/Town of the Promoter to the plot on which promoter proposes to develop the Plotting project) AND

(Also specify)

- (i) Any covenants affecting the said property.
- (ii) Any impediments attached to the said property.
- (iii) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained.
- (iv) Details of mortgage or lien or charge on the said property.)

B. TITLE CERTIFICATE : The title of the owner/ promoter/ developer is duly verified through their advocate _____ and has certified that the title of the present owner/developer/promoter is clean clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof; The said title Certificate is filed herewith as Annexure _____.

C. EXCLUSIVE RIGHT TO SELL AND DEVELOP: In the circumstances, the Owner/Developer/ Promoter has the exclusive right of plotting of the said land or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owner/ Developer Promoter has applied for, and is granted due registration under the provisions of the Real Estate [Regulation and Development] Act, 2017, and the same is attached hereto as Annexure _____.

D. PURCHASER AGREES TO ACQUIRE : The Purchaser, after satisfying himself as regards the title of the Owner/Developer/Promoter to the said property, and after inspection of the entire documents of title as specified in the above referred Title opinion Annexure _____ and the approved layout of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various phases of work, and has now agreed to purchase the open Plot No. _____ as specified in Schedule A written hereinafter [hereinafter for the sake of brevity referred to as the "said Plot"]. the Purchaser/s has/ have agreed to acquire Plot No. _____, admeasuring about _____ Hectare, at or for the consideration and on the terms and conditions set out hereinafter; the said Plot No. is _____ hereinafter referred to for the sake of convenience and brevity as be said Plot" and is more particularly described in the SCHEDULED hereunder written and marked in Red on the Plan Schedule 'B'.

E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS : The Purchaser/s has/ have demanded from the owner/Developer/Promoter and the owner/Developer/Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot, and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

F. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER : The Purchaser/s has/have, before the execution hereof, had the title of the Owner/Developer/Promoter thereto independently verified through the Legal Counsel/ Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/ herself/themselves that the same is free from all encumbrances, and is clear and marketable.

G. CONSIDERATION : After being satisfied with the Title as above, the Purchaser herein made an offer to the Promoter herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of Rs. _____ (Rupees _____ Only) vide Cheque No. _____ dated _____ drawn on _____ Bank, _____ Branch being the part payment out of the lump sum total Sale-price of Rs. _____ [Rupees _____ Only] against and in consideration of the said Plot agreed to be sold by the Owner/Developer/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Developer/Promoter hereby admit and acknowledge. The Purchaser has agreed to pay to the Owner/Developer/Promoter, in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the Schedule E hereunder written, and which payment is deemed to be the essence of these presents;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :—

1. PURCHASE AND SALE OF THE PLOT :

1.1. The Purchaser/s has/have agreed to acquire and Owner/Developer/Promoter has agreed to sell the said Open Plot No. _____ admeasuring _____ sq.mtr, and the right to construct thereon, as per sanction plans to the Purchaser, for the lump sum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the Schedule A and specified in Plan Schedule B hereunder written;

1.2. The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure _____ hereunder written;

2. CONSIDERATION :

2.1. LUMP SUM CONSIDERATION AND EXCLUSIONS :

As mentioned above, the Owner/Developer/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/Developer/Promoter the said open Plot inclusive the specifications mentioned in the Annexure _____ at or for the mutually agreed lump sum consideration of Rs. _____ only) and the Purchaser shall make the payment of the same in the name of " _____ " or such other name as may be specified from time to time by the Owner/Developer/Purchaser; and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc., and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

2.2 TIME PERIOD FOR POSSESSION :

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner/Developer/Promoter before _____ on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within [fifteen days] two months [u/s 19(10)] of the Owner/Developer/ Promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities, and effecting necessary payment as per agreed schedule.

2.3 DELAY IN HANDING OVER POSSESSION BY OWNER/DEVELOPER/PROMOTER/ CONSENTING PARTY:

It is agreed between the parties hereto that if the Owner/Developer/Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2 _____ hereinabove or within further mutually agreed period [and a period of three months thereafter,] or if, the Owner/Developer/Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Owner/Developer/ Promoter shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

3. MAINTENANCE OF THE PLOT/LAYOUT :

Commencing the week after Notice in writing is given by the Owner/Developer/Promoter to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Owner/Developer/Promoter, the Purchaser/s hereby agree/s and bind/s himself/ herself/themselves to pay to the owner/Developer/Promoter, charges for common service if any.

4. FORMATION OF FINAL BODY OF PURCHASERS:

The Owner/Developer/Promoter shall on execution of registered agreement for sale by 51% purchasers form within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in of the said Complex, shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Co- operative societies Act 1960 or such other body as may be deemed fit by the owners/promoters and Owner/Developer/Promoter of which all the purchasers of Plots shall be bound to become and be admitted as members.

5. NO RIGHTS TO DEMAND SUB-DIVISION :

The Purchaser/s of the Plot/Plots agreed to be sold hereunder and all the other purchasers of Plots in the said Land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulation and bye-laws.

Purchasers shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the rights of the Purchaser/s are confined only to the Plot/Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

6. UNSOLD PLOTS :

In case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Owner/Developer/Promoter of all the plots on the said Land, then in such case, the Owner/Developer/ Promoter shall join in the Ultimate Body as members holding such unsold plot and as and when such Plots are sold to third party at the discretion of the Owner/Developer/Promoter, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer fees, or any other extra payment

7. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER/PROMOTER :

The Promoter hereby represents and warrants to the Allottee/Purchaser as follows :—

(a) The Promoter has clear and marketable title with respect to the project land/Plot; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; The promoter has also obtained the necessary N.A. permission from competent authority;

(b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

(c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

(d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report; there are no prohibitory order for transfer of the plot.

(e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas;

(f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the allottee created herein, may prejudicially be affected;

(g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;

(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;

(i) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

(k) The promoter shall obtain all such insurance as may be notified by the Government of Maharashtra :

(l) The of land as a part of real estate project.

8. PAYMENT OF STAMP DUTY/REGISTRATION FEES/ EXPENSES :

It is hereby expressly agreed that the Purchaser/shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Owner/Developer/Promoter pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Complex which may be executed by the Owner/Developer/Promoter or Consenting Party in favour of the Association/ condominium/ society of all Plot purchasers in the said project.

9. ENTIRE AGREEMENT :

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

10. FURTHER ASSURANCES :

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

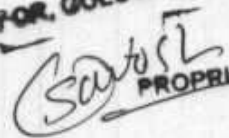
11. ADDRESS FOR SERVICE :

That all notices to be served on the Allottee/Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/Purchaser

(Allottee's Address)

Notified Email ID : _____

FOR GULSON'S ESTATE

PROPRIETOR

M/s. Promoter Name : **SANTOSH KUMAR NARAYAN BOPCHE**

Promoter Address : 301, PERFECT PLAZA, PLOT NO 185, MANISH NAGAR, NAGPUR -440015

Notified Email ID : gulsons2022@gmail.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

12. DISPUTE RESOLUTION :

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

13. GOVERNING LAW :

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

Important Note. -- Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the provisions of the said act and any other governing law for time being in force and the Rules and Regulations made thereunder.

Note. -- Testimonial clause to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

LIST OF ANNEXES

Annexure "A" : Title Certificate.

Annexure "B" : 7/12 Extracts.

Annexure "C" : Approved Layout of Plots.

Annexure "D" : Authenticated Copy of the approved layout showing the specific plot, subject matter of these presents.

Annexure "E" : List of Common Areas, and Amenities to be provided under these presents.

Annexure "F" : Registration Certificate of the Project granted by the Real Estate regulatory Authority.

Date: 26/09/2022

FOR, GULSON'S ESTATE

PROPRIETOR

SANTOSH KUMAR NARAYAN BOPCHE

AJMATE GARIB NAWAZ DEVELOPERS & BUILDERS PVT. LTD.

Ajmate Garib Nawaz
Developer & Builder Private Limited

Promoter

(Sign and Stamp)

MANISH V. FOPSE
(Advocate)

Office:- Block No.03, Plot No.03, Mohile Layout,
Beltarodi Road, Nagpur-440037
Mob.-8600074670
E-mail- Advmanishfopse@gmail.com

FORMAT-A

(Circular NO:- 28/2021)

To,

Maha Rera

Nagpur

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to Khasra no.26/5 total admeasuring about 2.245 Hect. (5.50 acre) Situated at Mouza- Mohgaon, Tahsil- Nagpur (Gramin) District- Nagpur.

I have investigated the the title of said plot on the request of (M/S Azmate Gareeb Nawaz Land Developers & Builders Pvt. Ltd.) acting through its partners Mohd. Shabbir S/O Mohd. Shafi and Haji Mohd. Sharif S/O Mohd. Shafi and following documents i.e.:-

1. Description of the Property:-
All those pieces and parcels of land bearing Khasra No. 26/5 admeasuring about 2.245 Hect. (5.50 acre) In Bhowarg-1, Situated at Mouza- Mohgaon, P.H. No.41, Khate No.03, Tehsil- Nagpur (Gramin), District- Nagpur. Alongwith all trees, crops, bushes and Easement rights, right to pass, approach road and the said khasra is bounded under:-
On the East -- Khasra No.27
On the West -- 60 Meter wide Road
On the North -- Khasra No.26/4
On the South -- Khasra No. 26/6
2. The documents of allotments of plot- Sale Deeds
3. 7/12 extracts of property card issued by Talati, Mouza- Mohgaon, Dated- 08/09/2022.
4. Mutation entry No.-967, Dated- 04/10/2018
5. Search report for 20 years from 2002 to 2022

Whereas, originally of Mouza- Mohgaon, P.H.No.-74, admeasuring about 2.245 Hect., being the part of land bearing khasra no.26/5 , Class-II rights situated at Mouza- Mohgaon within the limits of Tehsil- Nagpur, District- Nagpur before the year 1995. The above originally belonged to one namely Mukund Govind Vaidhya.

Whereas On 29/04/1995 the Mukund Govind Vaidhya has sold the said Agricultural land to the company namely M/S Azmate Gareeb Nawaz Land Developers & Builders Pvt. Ltd. R/O- Nagpur, Tehsil and District Nagpur and Execute the sale deed of Khasra No.26/5 admeasuring 2.245 HECT. In the name of company namely M/S Azmate Gareeb Nawaz Land Developers & Builders Pvt. Ltd. At Registrar office at Nagpur bearing Registration No. 3193/1995.

On the perusal of the above mentioned documents and all others relevant documents relating to title of the said property. I am opinion that the title of (M/S Azmate Gareeb Nawaz Land Developers & Builders Pvt. Ltd.) is clear, marketable and without any encumbrances.

Owners of the land :-

M/S Azmate Gareeb Nawaz Land Developers & Builders Pvt. Ltd.

Acting through its Directors

- (1) Mohd. Shabbir S/O Mohd. Shafi
- (2) Haji Mohd. Sharif S/O Mohd. Shafi

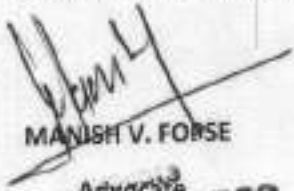
6. Qualifying comments/remarks if any - NA

The report relating the flow of the title of the (M/S Azmate Gareeb Nawaz Land & Builders Pvt. Ltd.) is enclosed herewith as annexure.

Encl: Annexure A

Date:- 16.09.2022

Place- Nagpur


MANISH V. FOPSE
Advocate
Manish V. Fopse
Mo. 993074670
No. 11/3318/2017

FORMAT-A

(Circular NO:- 28/2021)

FLOW THE TITLE OF THE SAID LAND

- 1) 7/12 extract/P.R. card as on date of application for registration
- 2) Mutation entry No.967, Dated- 04.10.2018.
- 3) Search report for 20 years from 2002 to 2022 Taken from Sub-Registrar office at Nagpur (Gramin)
- 4) Any other relevant title.
- 5) Litigations if any.

Date:- 16.09.2022


MANISH V. FOPSE
Advocate
Manish V. Fopse
Mo: 8600074670
Reg. No. MAH/3318/2017

नागपूर महानगर प्रदेश विकास प्राधिकरण

क्रमांक : का.अभि./नामप्रविप्रा/८४७८

नागपूर, दिनांक : ०६/०५/२०२२

प्रति,

✓ मे. अजमते गरीब नवाब डेव्हलपर्स अँड
विल्डर्स प्रा. लि. तर्फे पी. ओ. ए. होल्डर
प्रो. श्री. संतोष एन बोपचे
रा. ३०१, परफेक्ट प्लाझा, प्लॉट नं. १८५,
मनीष नगर, नागपूर- ४४००१५.

विषय :- मौजा मोहगाव, खसरा क्रमांक २६/५, तह. नागपूर (प्रा.) जि. नागपूर. क्षेत्र २.२४५ हे.आर.
(२२४५००.०० चौ.मी.) पैकी २.१९६९२१ हे. आर. (२१९६९.२१ चौ. मी.) जागा "निवासी"
प्रयोजनार्थ महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम १९६६ चा कलम ४५ अन्वये
अभिन्यास मंजूरी बाबत.

संदर्भ :- आपला दिनांक १८/०५/२०२२ चा अर्ज.

विषयांकित प्रकरणातील जागा निवासी वापरार्थ अभिन्यास मंजूरीसाठी उपरोक्त संदर्भांकित पत्र या कार्यालयाला
प्राप्त झाले आहे. शासनाने दिनांक ५.०१.२०२८ रोजी मंजूर केलेल्या विकास आराखड्याप्रमाणे उक्ता जागा
"निवासी, लगत ६०.०० मी. रुंद रस्ता रुंदीकरण व लगत नाला" या उपयोगाने प्रस्तावित आहे. योजनेतील
तरतुदीनुसार या जागेत प्रस्तावित वापर अनुज्ञेय आहे. मा. महानगर आयुक्त, नागपूर महानगर प्रदेश विकास प्राधिकरण
यांनी दि. ३०/०८/२०२२ रोजी अभिन्यासाला मोजणी कामी तात्पुरती मंजूरी प्रदान केली आहे. सदर प्रकरणी
अभिन्यास नकाशास तात्पुरती मंजूरी व सदर जागेस निवासी वापराकरिता आखणीची शिफारस खालील अटी शर्तीवर
करण्यात येत आहे.

१. अभिन्यासातील भूखंडाचा उपयोग फक्त "निवासी" वापराकरिताच करण्यात यावा. तसेच भूखंडाचे विभाजन करू नये.
२. सभोवतालचे मंजूर अभिन्यासातील रस्त्यांशी योग्यरितीने समन्वय साधणे आवश्यक आहे.
३. अभिन्यासाची जागेवरील प्रत्यक्ष आखणी केल्यानंतर अभिन्यासातील राखून ठेवलेल्या खुल्या जागेचे क्षेत्रफळ
अभिन्यासातील जागेच्या एकूण क्षेत्रफळाच्या १०% पेक्षा कमी असू नये.
४. शासन, निर्णय क्र. टिपीएस/१८९८/प्र.क्र. २३६/१८ (भाग)-३/कलम ३७ (१कक) (ग) व कलम २०
(४)/नवि-१३ अन्वये दिनांक १६/०६/२०२१ नुसार व दिनांक १८/०६/२०२१ रोजी प्रसिध्द शासन राजपत्रानुसार
अभिन्यासाची जागेवरील प्रत्यक्ष आखणी केल्यानंतर अभिन्यासातील जागेतील एकूण क्षेत्रफळाच्या ५ टक्के पेक्षा कमी
असू नये.
५. अभिन्यासातील जागेत काही वृक्ष असल्यास, भूखंड आखतांना ते नष्ट न करता विद्यमान स्थितीत कायम ठेवावीत.
६. विषयांकित जमिनीतून विद्युत वाहिनी/दुरध्वनी वाहिनी जात असल्यास उक्त वाहिनी प्रस्तावाला बाधित होणार नाही
अशा रितीने संबंधीत विभागाच्या अध्यावत नियमानुसार आवश्यक त्या सामासिक अंतरावर स्थानातरीत करावी
लागेल.

७. सदर रेखांकनामधील प्रस्तावित बांधकामास दिनांक ०२/१२/२०२० रोजी मंजूर एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली लागू राहिल.
८. विषयांकित जागेलगत/जागेतून पाण्याचे स्रोत जात असल्यास संबंधित पाटबंधारे/जलसिंचन विभागाचे ना हरकत प्रमाणपत्र घ्यावे लागेल.
९. पावसाच्या पाण्याचे जलसंवर्धन (Rain Water Harvesting) ची व्यवस्था अभिन्यासात करावी लागेल.
१०. जमीनीचे मालकी हक्काबाबत महसूल विभागाचे स्तरावर खात्री करून घेणे आवश्यक राहिल.
११. अभिन्यासात सार्वजनिक पाणी पुरवठ्याची व्यवस्था जमिन मालक/विकासक यांनी स्वतःचे खर्चाने करणे आवश्यक राहिल. अभिन्यासात निर्माण होणाऱ्या सांडपाण्याचा (Black & Grey Water) पुनर्वापर करण्यासाठी (बगीचा, लॅण्ड स्केपिंग, फिशिंग, फिश पॉड, रस्ते सफाई, संडास व मुतारीत उपयोगासाठी व धुण्यासाठी) सांडपाणी व सांडपाण्याची प्रक्रीया करून विल्हेवाट करण्याची व्यवस्था जमिन मालक/विकासक यांनी स्वतःचे खर्चाने करणे आवश्यक राहिल.
१२. उपअधिक्षक, भूमी अभिलेख, तह. नागपूर (ग्रा.) यांचेकडून मौक्यावर आखणी करून 'क' प्रत सादर करावी लागेल.
१३. अभिन्यासातील रस्ते, मलवाहिका, पावसाळी पाण्याची नलिका, जल वाहिनी, स्ट्रीट लाईट इत्यादि योग्य प्रकारे विकसीत करून ती संबंधित ग्रामपंचायतीस नियमानुसार हस्तांतरित करावे लागतील. तसेच विकास कामे ग्रामपंचायतीस हस्तांतरित झाल्यावर एक वर्षा पर्यंत जमीन मालकाला देखभाल दुरुस्तीची कामे करावी लागेल. तदनंतरच सुरक्षा ठेव परत करण्यात येईल.
१४. विषयांकित जागेवर बांधकाम सुरू करण्यापूर्वी बांधकाम नकाशे नागपूर महानगर प्रदेश विकास प्राधिकरण कडून मंजूर करून घ्यावे लागेल.
१५. अभिन्यासाला अंतिम मंजूरी प्राप्त झाल्यावर नागपूर महानगर प्रदेश विकास प्राधिकरणासोबत विकास करारनामा करणे अर्जदारास बंधनकारक राहिल.
१६. सार्वजनिक मल निस्सारण संयंत्र आणि अनुषंगिक बाबींकरिता लागणारे शुल्काचे अंशदानाचा भरणा करावा लागेल.
१७. महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ (MRTP Act 1966) चे कलम १२४(ब) (२-१९) नुसार उक्त जागेच्या प्रचलित शिप्रगणन मुल्य दराने येणारे एकुण मुल्याच्या ०.५ टक्के मुल्य जमीन विकास फंड (Land Development Fund) करिता अर्जदार / विकासकाकडून घ्यावे लागेल.
१८. अभिन्यासात प्रस्तावित जागेमध्ये वेस्ट वॉटर रिसायकलिंग ट्रीटमेंट प्लॅन्टचे बांधकाम व इलेक्ट्रीक सबस्टेशन लावणे अनिवार्य राहिल.
१९. रस्त्याच्या बांधकामासाठी तटबंदी (Embankment) २ मीटर पेक्षा जास्त उंचीचे असल्यास त्याचा भरणा करण्यासाठी फ्लाय अँश चा वापर करण्यात यावा व तसेच प्राकलन तयार करण्यात यावे.
२०. फ्लाय अँश नी बनवलेली टाईल्स, पेविंग ब्लॉक, विटा, सिमेंट इ. बांधकाम साहित्याचा उपयोग अनिवार्य राहिल.
२१. अभिन्यासात UDCPR-2020 मधील तरतूद क्र. १३.५ नुसार घन कचरा व्यवस्थापन प्रकल्पाचे स्व:खर्चाने बांधकाम करून त्याची निगा Maintenance राखण्याची जबाबदारी अभिन्यास धारक/विकासकावर राहिल.

२२. या अभिन्यासाच्या लगतचे अभिन्यास मंजूरीच्या वेळी त्या अभिन्यास धारकाला आपल्या अभिन्यासातील रस्त्यामधून पोच रस्ता द्यावा लागेल.
२३. अभिन्यासास तात्पुरती मंजूरी व आखणी मोजणी 'क' प्रत प्राप्त झाल्यानंतर अभिन्यास अंतिम मंजूरीसाठी सादर करण्यासोबत पायाभुत सुविधांचे नकाशे संबंधित विभागीय कार्यालयात सादर करावे लागेल.
२४. विकास करारनामा प्रमाणे प्रथम टप्प्यातील २० टक्के आराजीचे भुखंडांची (Plottable Area) यादीसह मुक्त (Release) करण्याकरीता या विभागास अर्ज सादर करावे.
२५. विकासकास रु. ३,००,०००/- प्रती हे. आर. प्रमाणे सिव्हेज डिस्पोजल स्किम शुल्काचा भरणा करावा लागेल.
२६. विकासकास एकूण विकास शुल्काचे ५ टक्के अनामत रक्कम व ५ टक्के पर्यवेक्षण रक्कम शुल्काचा भरणा करावा लागेल.
२७. नागपूर महानगर प्रदेश विकास प्राधिकरण सोबत अभिन्यासाच्या विकास करारनामा करण्यापुर्वी व भुखंडके बांधकामासाठी मुक्त झाल्याशिवाय भुखंडक विक्री करता येणार नाही.
२८. अभिन्यासात -2020 मधील तरतूद क्र. १३.४ नुसार arrangement for grey water treatment, recycling & reuse system स्वखर्चाने विकास करावी लागेल.
२९. विकासकास विकास करारनामापुर्वी अभिन्यासात असलेली विद्यमान ईलेक्ट्रीक लाईन स्वखर्चाने स्थलांतरित करावी लागेल.

प्रस्तावित अभिन्यासाची उपअधिक्षक, भूमी अभिलेख, नागपूर (प्रा.) यांचेकडून जागेवर आखणी करून मोजणी करून तात्पुरती मंजूर नकाशे आखणी नुसार मेळत असल्यास नकाशाच्या चार प्रती जमीनधारक व वास्तुशास्त्रज्ञांचे स्वाक्षरीने या कार्यालयात अंतिम मंजूरीसाठी सादर कराव्यात. आणि आखणीच्या 'क' प्रतची छायाप्रत व तात्पुरती मंजूरीचे नकाशेसह अभिन्यासात मुलभुत सुविधा पुरविण्याकरीता करावयाचे विकास कामाचे नकाशे सहा. अभियंता (दक्षिण), ना.म.प्र.वि.प्रा. यांचे कार्यालयात सादर करावे.

सहपत्र : अभिन्यास नकाशा.

ख.क्र. २६/५, मा.प्र. विकास, ना.म.प्र.वि.प्रा.

कार्यकारी अभियंता

नागपूर महानगर प्रदेश विकास प्राधिकरण

प्रतिलिपी —

- १) उपअधिक्षक भूमी अभिलेख, नागपूर (प्रा.)— उक्त अभिन्यासाची मौक्यावर मोजणी करून आखणी करण्यासाठी. (अभिन्यास नकाशा २ प्रतीत) व आखणी नकाशाची प्रत आखणी झाल्यावर या कार्यालयाला अभिलेखासाठी पाठविण्यात यावी.
- २) कार्यकारी अभियंता — २, नागपूर महानगर प्रदेश विकास प्राधिकरण, नागपूर यांना माहितीस सादर.
- ३) सहाय्यक अभियंता (दक्षिण), क्रिडा चौक, हनुमान नगर, नागपूर महानगर प्रदेश विकास प्राधिकरण, नागपूर यांना माहितीस सादर.

—२०१—

कार्यकारी अभियंता

नागपूर महानगर प्रदेश विकास प्राधिकरण