

No.: E.E./NMRDA /Nagpur, *JDC/A35ee/812*

dt. *14/12/2022*

To,

M/s. L7 Media Pvt. Ltd. Through Director
Shri. Dhiraj Omprakash Agarwal, Shri. Ravi Omprakash Agarwal,
R/o 586, Wardhaman Nagar, Hivari Layout,
Nagpur-440008.

Subject:- Sanction of Residential Layout Plan/ Land Subdivision for land bearing Khasra No. 81/2, 87, 88, 89 of Mouza-Pandhurna, Tahsil Kamptee; Dist. Nagpur under section 45 of MRTP Act 1966.

Reference :- Your application dated:- 20/ 02/2022.

Kindly find enclosed here with a copy of Development agreement executed between NMRDA and you along with copy of final approved Layout Plan of above mentioned land approved by Hon. 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 blocks, RCC/ DWC (Double Wall Corrugated) pipe sewer lines with SFRC covers, RCC/ DWC (Double Wall Corrugated) pipe storm drains with SFRC grills and rainwater harvesting system, CI/DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), and Grey Water Recycling Plant, and reuse as per clause no 13.4 of UDCPR 2020, Solid Waste Management System as per Clause No. 13.5 UDCPR-2020 Compound Wall to open space, development of internal pathway in open space, tree plantation, development of open space, electric supply lines, 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 etc. approved from NMRDA through Executive Engineer-2, Nagpur Metropolitan Region Development Authority, Nagpur. One set of typical drawings and sections of development works is enclosed herewith for your reference.

Encl:- As above.

2mm
14/12
Executive Engineer

[Signature] 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 record and safe custody
2. Executive Engineer-2, Nagpur Metropolitan Region Development Authority.
3. Assistant Engineer(East), Nagpur Metropolitan Region Development Authority.

-Sd-
Executive Engineer

Nagpur Metropolitan Region Development Authority



महाराष्ट्र MAHARASHTRA

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NAGPUR TREASURER
15AA 605993

16 SEP 2022

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this, the 14th day of September 2022 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 M/s. L7Media Pvt. Ltd. Through Director Shri. Dhiraj Omprakash Agarwal, Shri. Ravi Omprakash Agarwal, R/o 586, Wardhaman Nagar, Hivari Layout, Nagpur-440008 (here in after referred to as the Party No. 02), which expressions shall unless repugnant to the context or meaning thereof 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 66800.00 Sq.mt. (6.68 HR) comprised in Khasra No. 81/1, 87, 88, 89 of Mouza-Pandhurna, Tahsil Kamptee; Dist. Nagpur.



(Signature)
+ *(Signature)*

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, **Hon. Metropolitan Commissioner**, Nagpur Metropolitan Region Development Authority, Nagpur has approved **Tentative** layout plan on dated **14.09.2021** and **Hon. Metropolitan Commissioner** NMRDA approved the **final** layout under Section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1966 vide order **dated 26.04.2022**. Hon. Collector, Nagpur has permitted the diversion of the aforesaid land admeasuring **66800.00 Sq.mt. (6.68 HR)** from Agricultural use to Non-Agricultural for the **Residential** purpose vide order **dated 29.08.2022**; and

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/DWC (Double Wall Corrugated) pipe sewer lines with SFRC covers, RCC/DWC (Double Wall Corrugated) pipe storm drains with SFRC Grills and rainwater harvesting system, CI/DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), & Grey Water Treatment & Reuse



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Signature

Recycling Plant, along with necessary drainage system 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 & Reuse Recycling and reuse 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. **E.E.1(NMRDA)/124, Dt.23.09.2021 of A.E.(NMRDA), Nagpur and N.A. order of Hon. Collector, Nagpur Dt. 29.08.2022.**

(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 **66800.00 Sq.mt. (6.68 HR)** bearing/comprised in **81/1, 87, 88, 89 of Mouza-Pandhurna, Tahsil Kamptee; Dist. Nagpur.** 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:-

To complete /execute all development works i.e. including Cement Concrete Road, CC Paver Block, **RCC/DWC (Double Wall Corrugated)** pipe sewer lines with SFRC covers and RCC pipe storm



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drains with SFRC grills, rainwater harvesting system, CI/DI/HDPE water-pipe lines, Sewage Treatment Plant (STP) & Grey Water Recycling Plant, 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 & Reuse Recycling and reuse as per clause no 13.4 of UDCPR 2020, 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.

- (a) To deposit with Party No.01 refundable sum of **Rs. 29,28,178/-** being **5%** of estimated development cost @ **Rs. 87.67** lakhs per Hecter towards **Security Deposit** for completion of all development works mentioned above. Security Deposit shall bear no interest.

Party No.02 has accordingly deposited **Rs. 29,28,178/-** vide

Receipt No. 20221017184 dated 17.10.2022 with Party No. 01.

- (b) To deposit with Party No.01 nonrefundable sum of **Rs. 29,28,178/-** being **5%** of estimated development cost @ **Rs. 87.67** lakhs per Hecter 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. 29,28,178/-** vide

Receipt No. 20221017188 dated 17.10.2022 with Party No. 01.

- (c) The Party No. 02 shall have to deposit on 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.



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Party No.02 has accordingly deposited **Rs. 6,07,880/-** vide **Receipt No. 20221017188 dated 17.10.2022** with Party No. 01.

- (d) Party No. 02 shall agree to bear and pay to party No. 01 thenon 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. 20,04,000/-** vide **Receipt No 20221017188 dated 17.10.2022** with Party No. 01.

- (e) Party No.2 shall have to deposit non refundable **Infrastructure cost** to Party No.1 as per the Modification No.1 sanctioned by Government under section 31(1) of MRTP Act, 1966 of Development Plan of NMA on total land as per the rate decided by the NMRDA.

Accordingly Party No.02 has deposited Rs. **1,55,64,400/-** vide **Receipt No. 20220513835, dated 12.05.2022** with Party No. 01

- (f) Party No.2 shall have to deposit non refundable Premium for 250 mt. Residential Zone/ Residential Belt proposed along the 60 mt. wide Outer Ring Road as a corridor development as per the Modification No.4 sanctioned by Government under section 31(1) of MRTP Act, 1966 of Development Plan of NMA on total land as per the rate decided by the Government.

Accordingly Party No. 02 has deposited Rs. **22,54,199/-** vide **Receipt No. 20220513835, dated 12.05.2022** with Party No. 01.

- (g) 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 plots sold to them. The Party No. 02 doth bind itself to incorporate a clause in the sale deed of each plot to the effect that the plot(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. & Grey Water Recycling Plant within the layout to connect internal sewer lines and solid waste management system as per clause No. 13.5 of UDCPR-2020

(b) Party No. 02 shall make adequate arrangement for Rainwater harvesting and solid waste management system as per clause No. 13.5 of UDCPR-2020

(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



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Council / Gram Panchayat /Maharashtra Jeevan Pradhikaran, till then the Party No. 02 shall preserve the existing wells, borewells, if any, and also 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/ DWC (Double Wall Corrugated)** pipe Sewer line with SFRC covers and **R.C.C./ DWC (Double Wall Corrugated)** pipe Storm Water drains with SFRC grills, rainwater harvesting system, C.I./D.I./HDPE Water pipe line, Sewage Treatment Plant (STP) & Grey Water Recycling Plant, 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



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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 22/09/2022**.

- 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.
- 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



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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 along with mandatory amenity space shall be released after execution of agreement and after due approval of development plans, design specification of development works from NMRDA.
- (b) 30% of total plottable area shall be released after completion of 1st stage roads, including 12.00 mt. wide approach road, 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/DWC Double Wall Corrugated pipe sewer lines with SFRC covers, RCC pipe Storm Drains with SFRC grills and rainwater harvesting system & Grey Water Treatment, Recycling drainage lines etc.
- (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 and solid waste management system as per clause no. 13.5 of UDCPR 2020 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



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Road, including 12.00 mt. wide approach road and solid waste management system as per clause no. 13.5 of UDCPR 2020 as certified by the Party No. 01. dre

- (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



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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 own cost as per clause 13.5 of UDCPR-2020.

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

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



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(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) Plot No. 46 in layout shall be kept reserved for STP and shall not be sale out and on construction other than STP will be allowed on plot No. 46.

(30) Shall have to handover area under amenity space to NMRDA, than TDR will be granted as per clause No. 11.2 of UDCPR.

(31) Shall have to handover area under DP roads widening to A.E (East) NMRDA prior to Submission of building Plan.

IN WITNESS WHEREOF the parties have set their hands on this day of 14, December 2022.

WITNESSES:

1. Signature [Signature]

Name Duldeep mishra

Age 26 Occupation

Address plot no.3 wadkhur

Nagpur Nagpur

Telephone No. 9168080473

2. Signature [Signature]

Name DEVANAG M. KATHARY

Age 53 Occupation CIVIL ENGG.

Address BEHIND CITY P.O.

ITWARI, NAGPUR-2

Telephone No. 9370965151

Nagpur Metropolitan Region
Development Authority

PARTY NO. 01 through

[Signature] 14/12/22
Executive Engineer
(NMRDA) [Signature]

PARTY NO. 02

Owner :-

[Signature]
M/s. L7Media Pvt. Ltd. Through
Director
Shri. Dhiraj Omprakash Agarwal

Shri. Ravi Omprakash Agarwal





जिल्हाधिकारी, नागपूर यांचे कार्यालय, नागपूर



रा.मा.क्र.¹⁰/एनएपी-34/मौजा-पांडुर्णा/कामठी/2022-23
जा.क्र.प्रस्तु./जिल्हाधिकारी/कावि-¹⁴⁰⁹/2022
जिल्हाधिकारी नागपूर यांचे कार्यालय, नागपूर
दिनांक 29/08/2022

परिशिष्ट "ब"

महाराष्ट्र जमीन महसूल संहिता, 1966-च्या कलम-42-अ मधील तरतुदीन्वये नियोजन प्राधिकरणाने बांधकाम/विकास परवानगी दिली आहे, अशा जमिनीच्या भोगवटदारास द्यावयाचा सनदेचा नमुना.

ज्याअर्थी, जिल्हा - नागपूर, तालूका - कामठी, गांव - पांडुर्णा, प.ह.नं.-33अ, च्या अनुक्रमे शेत सर्व्हे क्रमांक 81/2, 87, 88, 89, एकूण आराजी 6.68 हे.आर (66800.00 चौ.मी) या जमिनीच्या भोगवटदारास महाराष्ट्र जमीन महसूल संहिता, 1966 च्या कलम 42-अ च्या तरतुदीन्वये, औद्योगिक/वाणिज्य/निवासी/शैक्षणिक अकृषक प्रयोजनासाठी सदर जमिनीचा विकास करण्यास कार्यकारी अभियंता-1, नागपूर महानगर प्रदेश विकास प्राधिकरण, नागपूर यांचे अंतिम मंजूरी अहवाल क्र.का.अभि./नामप्रविप्रा/7018, दिनांक-31/05/2022, अन्वये विकास/बांधकाम परवानगी प्राप्त केली आहे. ज्यासंबंधी नियोजन प्राधिकरणाने मंजूर केलेला नकाशा या सनदेसोबत संलग्न आहे. मंजूर अभिन्यासाच्या क्षेत्राचे विवरण खालील प्रमाणे आहे.

AREA STATEMENT				
1	AREA OF PLOT (MIN.AREA OF A,B,C TO BE CONSIDRED)			
	D) AS PER OWNERSHIP DOCUMENT (7/12, CTS EXTRACT)	66800.00	SQ.M.	
	E) AS PER MEASUREMENT SHEET	66800.00	SQ.M.	
	F) AS PER SITE	0.00	SQ.M.	
2	DEDUCTIONS FOR			
	C) PROPOSED D.P./D.P.ROAD WIDENING AREA/SERVICE ROAD AND HIGHWAY WIDENING/OUTER RING ROAD WIDENING	0.000	SQ.M.	
	D) ANY D.P. RESERVATION AREA	0.000	SQ.M.	
	TOTAL =	0.000	SQ.M.	
3	BALANCE AREA OF PLOT (1-2)	66800.00	SQ.M.	(100.00%)
4	RECREATIONAL SPACE (IF APPLICABLE)			

	A) REQUIRED 10% 66800.00*0.10	6680.00	SQ.M	(10.00%)
	C) PROPOSED	6690.02	SQ.M.	(10.015%)
5	NET PLOT AREA (3-4C)	60092.60	SQ.M.	
6	AMENITY OPEN SPACE			
	A) REQUIRED 5% i.e 60092.60*0.05	3004.63	SQ.M	(5.00%)
	B) ADJUSTMENT OF 2(b), IF ANY	0.00	SQ.M	
	C) PROPOSED	3046.86	SQ.M.	4.561%
7	INTERNAL ROAD AREA	18088.2	SQ.M.	27.078%
8	GREY WATER TREATMENT & ELEC SUB STATION (0.443%)	296.48	SQ.M.	(0.443%)
9	PLOTTABLE AREA	38678.44	SQ.M.	57.9014%
10	PRO-RATA FACTOR FOR FSI CALCULATIONS ON LAYOUT PLOTS = 5/9, 63753.14/36678.44	1.648		
11	AREA INCLUSIVE HOUSING			
	A) REQUIRED	0.00		
	C) PROPOSED	0.00		

ज्याअर्थी, उक्त जमिनीच्या भोगवटादाराने शासनाला, उक्त संहितेच्या कलम 47-अ नुसार देय रुपांतरण कराची व वर नमुद “निवासी” अकृषक प्रयोजनार्थ वापरापोटी आकारणीची रक्कम पुढील प्रमाणे निर्धारित करण्यांत येते.

उपरोक्त प्रमाणे जागेचे एकूण क्षेत्रफळ 6.68 हे.आर (66800.00 चौ.मी), “निवासी” प्रयोजनार्थ अकृषक सारा आकारणी करावयाचे क्षेत्र म्हणजेच 41725.3 (AREA UNDER LAYOUT PLOTS 38678.44 + Amenity space Proposed 3046.86 = 41725.3) चौ.मीटरला 10 पैसे प्रति चौ.मीटर याप्रमाणे अकृषक महसूल कर रुपये 4173/-, ग्रामपंचायत सेस कर अकृषक करा एवढा रुपये 4173/-, जिल्हा परिषद सेस सारा 7 पट अकृषक कराच्या रुपये 29211/- परावर्तीत कर अकृषक साऱ्याचे 5 पट म्हणजेच रुपये 20865/- असे एकूण रुपये 58,422/- आकारणी निर्धारित होते.

त्याअर्थी आता, उक्त संहितेमधील तरतुदीच्या आणि तदन्वये करण्यांत आलेल्या नियमांच्या तरतुदीनुसार आणि खालील शर्तींना अधीन राहून उपरोक्त जमिनीच्या भोगवटादारास सदर नियोजन प्राधिकाऱ्यावर वर उल्लेखित विकास/बांधकाम परवानगीच्या अनुषंगाने सदर जमिनीवर अनुज्ञेय करण्यांत आलेल्या “निवासी” अकृषक वापरापोटी उक्त संहितेच्या कलम 42-अ अन्वये, नागपूर महानगर प्रदेश विकास प्राधिकरण, यांनी दिलेल्या अटी व शर्तीच्या अधिन राहून, ही सनद देण्यांत येत आहे.

1) आकारणी उक्त जमिनीचा भोगवटदार उक्त जमिनीच्या संबंधात या अगोदर वसूली योग्य असलेल्या आकारणी ऐवजी वर उल्लेखित विकास/बांधकाम परवानगी प्राप्त झाल्यापासून दिनांक 31 जूलै 2022 (वर्ष) रोजी संपणाऱ्या हमीच्या कालावधीत शासनाला प्रत्येक वर्षी रुपये 4173/- (रुपये चारहजार एकशे त्रैहात्तर फक्त) या दराने

परिगणित होणारी वार्षिक आकाराणी देईल आणि उक्त कालावधी संपल्यानंतर, उक्त संहिते अन्वये जिल्हाधिकार्यांकडून, वेळोवेळी निश्चित करण्यांत येईल, अशी सुधारित आकाराणी देईल.

2) उक्त जमिनीचा भोगवटदार उक्त जमिनीवर वसूली योग्य असलेली सर्व कर, दर आणि उपकर भरील.

3) वरीलप्रमाणे मंजूर केलेल्या वापरामध्ये किंवा वापराच्या क्षेत्रामध्ये नियोजन प्राधिकरणाच्या पूर्व मंजूरी शिवाय कोणत्याही बदल करू नये व ही सनद निर्गमित झाल्यानंतर नियोजन प्राधिकरणाच्या पूर्व मान्यतेने सदर जमिनीच्या वापराच्या क्षेत्रामध्ये कोणताही बदल झाल्यास त्याची माहिती, असा बदल नियोजन प्राधिकरणाकडून मंजूर झाल्यापासून 30 दिवसांच्या आत जिल्हाधिकारी यांना देणे भोगवटदारावर बंधनकारक राहील.

4) सदर जमिनी या नागरी जमीन कमाल धारणा व कोर्ट ऑफ वार्डस् मध्ये बाधित होत असल्यास सदर अकृषक आकाराणी रद्द करण्यात येईल.

5) उक्त जमिनीच्या भोगवटदाराने पूर्वगामी शर्तीपेकी कोणत्याही शर्तीचे उल्लंघन केल्यास जिल्हाधिकार्यास, उक्त संहितेच्या आणि तदन्वये, करण्यांत आलेल्या नियमांच्या तरतुदीन्वये जी भरण्यास उपयोगकर्ता दायी असेल अशी

जिल्हा कोणत्याही शास्तीस बाधा न आणता त्यास योग्य वाटेल अशी आकाराणी भरल्यावर आणि कलम 329 च्या पोट कलम (2) च्या अधीनतेने, त्यास योग्य वाटेल एवढा दंड भरल्यानंतर उक्त जमीन भोगवटदार याच्या वहीवाटेल असल्याचे चालू ठेवता येईल. त्याची साक्ष म्हणून नागपूर जिल्ह्याच्या जिल्हाधिकार्यांनी या ठिकाणी महाराष्ट्राचे राज्यपाल यांच्या वतीने स्वाक्षरी केली आहे. आणि त्यांच्या पदाची मोहोर लावली आहे.

अर्जदाराने सुध्दा दिनांक 19/08/2022, रोजी त्यांच्या स्वाक्षरी केलेली आहे.

(भोगवटदाराची स्वाक्षरी)

मे.एल.मिडिया प्रा.लि.तर्फे

श्री.रवि ओमप्रकाश अग्रवाल,

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(Rajawade N.raj)
(Rajawade N.raj)

(साक्षीदारांची स्वाक्षरी व पदनामे)

अ) Pooja Juneja

श्री POOJA JUNEJA

ब) Dibthary

श्री DEVANSH M. KOTHARY

(साक्षीदारांची स्वाक्षरी व पदनामे)

अ) Pooja Juneja

श्री POOJA JUNEJA

ब) Dibthary

श्री DEVANSH M. KOTHARY

आम्ही जाहीर करतो की, ज्याने सनदेवर स्वतः अर्जदार मे.एल.मिडिया प्रा.लि.तर्फे श्री.रवि ओमप्रकाश अग्रवाल, श्री.धिरज ओमप्रकाश अग्रवाल, रा.586, वर्धमानगर, हिवरीले आऊट, नागपूर, यांनी स्वाक्षरी केलेली आहे. ती अ व ब व्यक्ती, तीच व्यक्ती आहे आणि त्याने या ठिकाणी आमच्या समक्ष त्यांची स्वाक्षरी केलेली आहे.
(मुळ सनद मा. जिल्हाधिकारी यांचे व्दारा स्वाक्षरीत)

स्वा/-
(आर.विमला)
जिल्हाधिकारी, नागपूर

प्रतिलिपी :-

- 1) उपविभागीय अधिकारी, मौदा यांना माहिती करिता अग्रेषित.
- 2) कार्यकारी अभियंता-1, नागपूर महानगर प्रदेश विकास प्राधिकरण, नागपूर यांना माहिती करिता अग्रेषित.
- 3) तहसिलदार, कामठी यांना माहिती तथा आवश्यक कार्यवाहीस अग्रेषित. तरी सदर आदेशाची नोंद गांव नमुणा-2 मध्ये घेण्याबाबतच्या सुचना संबंधितास देण्यात याव्यात.
- 4) तलाठी — पांढुर्णा, तालुका — कामठी, यांना सदर आदेशाची नोंद गांव नमुणा-2 मध्ये घेण्याबाबत माहिती व योग्य कार्यवाहीस अग्रेषित.
- 5) सह जिल्हा निबंधक (ग्रामीण), प्रशासकिय इमारत क्र. 2, नागपूर यांना माहिती करिता अग्रेषित.
- 6) उप अधिक्षक, भूमी अभिलेख, कामठी यांना माहितीस व उचित कार्यवाहिस अग्रेषित.
- 7) अर्जदार मे.एल.मिडिया प्रा.लि. तर्फे श्री.रवि ओमप्रकाश अग्रवाल, श्री.धिरज ओमप्रकाश अग्रवाल रा.586, वर्धमानगर, हिवरीले आऊट, नागपूर, यांना माहिती तथा उपरोक्त अटी व शर्तीच्या पूर्तता व अंमलबजावणी करण्यासाठी तसेच अकृषक कराची रक्कम रुपये 58,422/- चालानच्या स्वरुपात शासनजमा करण्याकरीता रवाना.




(श्रीराम.मुदडा)
जिल्हाधिकारी, नागपूर, करीता