No.: E.E./NMRDA / DPC/Agree/1426 Nagpur, dt. 31 / 10/2023

To,

Shri. Mahendra Manohar Sarda,
R/o. Flat No. 301, Le- Prestige Apartment,
Plot No. 105-1/06 Farmland Ramdapeth, Nagpur-440010.

Subject:- Sanction of **Residential** Layout Plan/ Land Subdivision for land bearing Khasra No. **97** of Mouza **Sukli (Gupchup),** Tah. **Hingna,** Dist. Nagpur under section 45 of MRTP Act 1966.

Reference :- Your application dated **08/06/2021**

Kindly find enclosed herewith a copy of Development agreement executed between NMRDA and you along with copy of final approved Layout Plan of above mentioned land approved by 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 pipe sewer lines with SFRC covers, RCC pipe storm drains with SFRC grills and rainwater harvesting system, CI/DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), grey water treatment, Recycling and reuse plant along with necessary drainage line etc. Compound Wall to open space, development of internal pathway in open space, tree plantation, in open space Installation of play field equipment & erection of name board at open space in the name of freedom fighter or similar persons as approved by NMRDA. RCC canalization wall and solid waste management system as per clause no. 13.5 of UDCPR- 2020 & arrangement for grey water treatment, Recycling and reuse of grey water as per clause no 13.4 of UDCPR-2020 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.

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 **& FDR Deposit Account No. 50300875338341 dated 23.10.2023 ,from HDFC Bank, ramdaspeth Branch, Nagpur valid upto Dt. 23.10.2028** for record and safe custody
2. Executive Engineer-2, Nagpur Metropolitan Region Development Authority.
3. Assistant Engineer (West), Nagpur Metropolitan Region Development Authority.

-Sd-
Executive Engineer
Nagpur Metropolitan Region Development Authority

महाराष्ट्र MAHARASHTRA ◐ 2022 ◐ 53AA 172924

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this, the 31st day of **October, 2023** between the **Nagpur Metropolitan Region Development Authority**, declared by Govt. of Maharashtra for Nagpur Metropolitan Area vide Notification No. NMRDA-3316/C.R.-55/UD-7 Dtd. 04.03.2017 represented by its Executive Engineer, Nagpur Metropolitan Region Development Authority (here in after referred to as Party No. 01), which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns on the one part, and **Shri. Mahendra Manohar Sarda, R/o. Flat No. 301, Le- Prestige Apartment Plot No. 105-1/06 Farmland Ramdapeth, Nagpur-440010.** (here in after referred to as the Party No. 02), which expressions shall unless repugnant to the context or meaning there of be deemed to include its administrators, successors, representative and assigns on the other part, witnessed as under:-

WHEREAS the said Party No. 02 is the absolute owner of land admeasuring **8700.00 Sq.mt. (0.87 H.R.)** and minimum area admeasuring **8692.540 Sq.mt. (0. 8692540 H.R.)** comprised in **Khasra No. 97** of Mouza **Sukli (Gupchup),** Tah. **Hingna;** Dist. **Nagpur.**

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

WHEREAS, **Hon. Metropolitan Commissioner**, Nagpur Metropolitan Region Development Authority, Nagpur has approved **Revised Tentative** layout plan on dated **11.08.2023** and approved the **Revised Final** layout under Section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1966 vide order **dated 18.10.2023. Tahsildar, Hingna** has permitted the diversion of the aforesaid land admeasuring **8692.540 Sq.mt. (0. 8692540 H.R.)** out of **8700.00 Sq.mt. (0.87 H.R.)** from Agricultural use to Non-Agricultural for the **Residential (Plotted)** purpose vide order **dated 11.09.2023;** and

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

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

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

of plots and development works including Cement Concrete Road, CC Paver Block, **RCC** pipe sewer lines with SFRC covers, RCC pipe storm drains with SFRC Grills and rainwater harvesting system, CI / DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), 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 & Shall Have to make arrangement for grey water treatment, Recycling and reuse of grey water 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)/8907, Dt. 20.10.2023 of A.E.(NMRDA), Nagpur** and **N.A. order of Tahsildar, Hingna** Dt. **11.09.2023**

(2)(a) That the Party No. 01 doth hereby accord sanction to the said Party No. 02 to have the layout in the aforesaid area admeasuring **8692.540 Sq.mt. (0. 8692540 H.R.)** out of **8700.00 Sq.mt. (0.87 H.R.)** bearing/comprised in **Khasra No. 97 of Mouza Sukli (Gupchup), Tah. Hingna** developed in accordance with the sanctioned plan, a copy of which is herewith attached and which forms part of this agreement subject to the conditions that the Party No. 01 shall not be responsible to provide an approach road and street lighting to the layout of this land nor it shall bear/incur any expenditure for its construction and provision etc. in any way respectively.

(b) The Party No. 02 shall be solely responsible for the quality of development works in the layout. If required, Party No.01 may direct the Party No.02, to carry out the tests and submit reports for the development works & construction material used by the contractor.

The Party No.02 shall abide by such directions and bear costs of such tests.

(3) That the said Party No.2 doth hereby agree:-

(a) To complete /execute all development works i.e. including Cement Concrete Road, CC Paver Block, **RCC** pipe sewer lines with SFRC covers and RCC pipe storm drains with SFRC grills, rainwater harvesting system, CI / DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), 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 & Shall Have to make arrangement for grey water treatment, Recycling and reuse of grey water as per clause no 13.4 of UDCPR-2020 etc. in this layout, strictly in accordance with plans, drawings, specifications, designs which are approved by Party No.01 and in accordance with instructions which may be given on that behalf by Party No. 01 from time to time. The Party No.02 shall be solely responsible to arrange for electrification & street lighting in the layout at its own cost.

(b) To deposit with Party No.01 refundable sum of Rs. **3,81,365/-** being 5% of estimated development cost @ Rs. **87.67** lakhs per Hector towards Security Deposit for completion of all development works mentioned above. Security Deposit shall bear no interest.

Party No.02 has accordingly deposited **Rs. 3,81,365/-** vide **FDR Deposit Account No. 50300875338341 dated 23.10.2023**

,from HDFC Bank, ramdaspeth Branch, Nagpur valid upto Dt. 23.10.2028 with Party No. 01.

(c) To deposit with Party No.01 nonrefundable sum of **Rs. 3,81,365/-** being **5%** of estimated development cost @ **Rs. 87.67** lakhs per Hector towards **Periodical Supervision** charges and for grant of certificate at different stages of development as prescribed by Party No 01 in order to ensure that works are proceeding according to specifications, standard designs, lines & level prescribed by Party No. 01.

Party No.02 has accordingly deposited **Rs. 3,81,365/-** vide **Receipt No. 20230821801, dated 18.08.2023** with Party No. 01.

(d) The Party No. 02 shall have to deposit non refundable levy, assessment and **Development Charges** as per clause 124 B of M.R. & T.P. Act 1966 (Amended) on total land under the layout.

Party No.02 has accordingly deposited **Rs. 2,33,160/-** vide **Receipt No. 20230821801, dated 18.08.2023** with Party No. 01.

(e) Party No. 02 shall agree to bear and pay to party No. 01 the non refundable cost of proportionate construction to capital costs of **Sewage Disposal Scheme** in peripheral area by Party No.01 **@Rs.3,00,000/-** per Ha.

Party No.02 has accordingly deposited **Rs. 2,61,000/-** vide **Receipt No. 20230821801, dated 18.08.2023** with Party No. 01.

(f) 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. **28,18,800/-** vide **Receipt No. 20230821801, dated 18.08.2023** with Party No. 01

(f) If the aforesaid land is covered by Town Planning Scheme in future, the party no. 02 shall be liable to pay to the Party No.01 the betterment and development charges which may be assessed on the plot(s) in accordance with the provisions of the Maharashtra Metropolitan Region Development Authority Act 2016 (Mah. Act III of 2017)/Maharashtra Regional & Town Planning Act 1966.

Provided that the Party No. 02 shall be liable to pay development charges to the *Party No.01* in respect of the unsold plots in layout and the purchasers shall be responsible to pay development charges to the *Party No.01* in respect of the plots sold to them. The 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 Council / Gram Panchayat /Maharashtra Jeevan Pradhikaran, till then the Party No. 02 shall preserve the existing wells, bore wells, 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** 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), Grey Water Recycling and reuse plant along with necessary drainage line, 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 10.10.2023**

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/sale 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 1st 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 system 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 MPCB norms, 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.

(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.

(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) Shall provide Electric substation & WWTP in proposed land.

(30) Shall handover the area under 18.00 mt. DP roads free of cost to concerned Authority then TDR/FSI may be granted as per provisions of clause No. 7.2 of UDCPR-2020.

IN WITNESS WHEREOF the parties have set their hands on this day of 31st **October, 2023.**

WITNESSES:

1. Signature _____

Name अविनाश चि. भोजनकर

Age 42 Occupation service.

Address इंदिरा नगर० प्लॉट नं 20 नागपुर

Telephone No. 8275743607

2. Signature _____

Name प्रफुल पुनाजी गोरी

Age 36 Occupation Service

Address प्लॉट नं 8 भुईशननगर बरसाळा नागपुर

Telephone No. 8788046590

Nagpur Metropolitan Region Development Authority

PARTY NO. 01 *through*

Executive Engineer

(NMRDA)

PARTY NO.02

Owner :-

Shri. Mahendra Manohar Sarda

HDFC BANK

DEPOSIT CONFIRMATION ADVICE

ORIGINAL

Customer Name: NMRDA NAGPUR A/C MAHENDRA M SARDA
Address: PLOT NO 105-1/106 LLE PRESTIGE
APARTMENT FLAT NO 301 RAMDASPETH
FARMLAND SHANKAR NAGAR
NAGPUR-440010 INDIA

.
4497
Deposit Account: 50300875338341
Cust ID of 1st Applicant: 42215103
Branch Name: RAMDASPETH
Deposit Type: Cluster
NEW Deposit

PAN: AFCPS4644H

Nominee: Not Registered

Deposit Amount	Deposit Start Date	Period of Deposit	Rate of Interest (%p.a)	Maturity Date	Maturity Amount
3,81,365.00	23 Oct 2023	60 Month(s)	7	23 Oct 2028	5,39,569.00

Deposit Amount (in words): RUPEES THREE LAKH EIGHTY ONE THOUSAND THREE HUNDRED SIXTY FIVE ONLY

Maturity Amount (in words): RUPEES FIVE LAKH THIRTY NINE THOUSAND FIVE HUNDRED SIXTY NINE ONLY

Maturity Instruction: RENEW PRINCIPAL AND INTEREST

Interest Payment Frequency: AT MATURITY

Mode of Operation: Single

DEPOSIT LIQUIDATION REQUEST / CHANGE OF MATURITY INSTRUCTION

For office use only:

Liquidation Instruction: ☐ On Maturity ☐ Premature Withdrawal

Credit Account Number:

☐ Issue Pay Order ☐ NEFT(Only for non-account holders)

Date of Liquidation: _____

New Maturity Instruction: _____ Signature(s): _____

Thank you for banking with us.

This is a system generated Advice and hence does not require any Signature.

Generated by: R23336 **Generated on:** 23/10/2023 16:11:42 **Branch Code:** 4497

HDFC BANK LTD. NAGPUR Ramdaspeth

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