Nagpur Metropolitan Region Development Authority

No.: E.E./NMRDA / DP/Agree/1436 Nagpur, dt. 10 / 11 /2023

To,

Shayona Valley AOP Shri. Jigneshkumar Poonambhai Patel,
Shri. Haris Niyaz Ali, Shri. Tauseef Ahmad Noor Mohammad,
R/o. Plot No. 4, Wathoda Chandmari, Jagal Public School,
Wathoda, Nagpur-440035.

Subject :- Sanction of Residential plotted Layout Plan/Land Subdivision for land bearing Khasra No. **40/1** of Mouza-**Godhani (Rly),** Tahsil-**Nagpur (Rural);** Dist. Nagpur under section 45 of MRTP Act 1966.

Reference :- Your application dated 02/12/2021.
(BPMS online Proposal No. Tentative 22990, Final Proposal No. 37547)

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 Metropolitan Commissioner, Nagpur Metropolitan Region Development Authority, Nagpur under section 45 of MRTP Act 1966 for **Residential plotted** use you are informed to get the drawings, designs & specifications of Development Works i.e. 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), RCC canalization wall and solid waste management system as per Clause No 13.5 of UDCPR & Grey Water recycling plant arrangement as per clause no. 13.4 of UDCPR etc., approved from NMRDA through Executive Engineer-2, Nagpur Metropolitan Region Development Authority, Nagpur.

Encl :- As above.

Executive Engineer-1,
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 No. 695232, Customer ID 272383193, A/c No. 509303030091617, dated 31/08/2023 from Union Bank, Wardhaman Nagar Branch, Nagpur valid upto 31/08/2028** for record and safe custody.
2. Executive Engineer-2, Nagpur Metropolitan Region Development Authority.
3. Assistant Engineer (North), Nagpur Metropolitan Region Development Authority.

Executive Engineer-1,
Nagpur Metropolitan Region Development Authority



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12 SEP 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this, the..10th..day of **November, 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 **Shayona Valley AOP Shri. Jigneshkumar Poonambhai Patel, Shri. Haris Niyaz Ali, Shri. Tauseef Ahmad Noor Mohammad, R/o. Plot No. 4, Wathoda Chandmari, Jagal Public School, Wathoda, Nagpur-440035.** (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 **3200.00 Sq.m. (0.32 HR.)** and minimum area is **3184.33 Sq.m (0.318433 HR.)** on which layout is approved comprised in **Khasra No. 40/1 of Mouza-Godhani (Rly), Tahsil-Nagpur (Rural); Dist. Nagpur. (BPMS online proposal No. 37547)**

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, the Tentative Layout Plan is approved on **dated 02.05.2023** and the Final Layout Plan under Section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1966 vide order **dated 29.08.2023** by Hon. Metropolitan Commissioner, Nagpur Metropolitan Region Development Authority. The Tahsildar, Nagpur (Rural), Nagpur has permitted the conversion of the aforesaid land admeasuring **3184.33 Sq.m (0.318433 HR.) out of 3200.00 Sq.m. (0.32 HR.)** from Agricultural use to non-agricultural for the **Residential** purpose vide order **dated 03/07/2023.**

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), RCC canalization wall and solid waste management system & grey water treatment, Recycling & Reuse as per clause no. 13.4 of UDCPR. 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. **EE-1/(NMRDA)/397, Dt. 21/09/2023 of A.E. (NMRDA), Nagpur** and N.A. sanad of Tahsildar, Nagpur (Rural), **Dt. 03/07/2023.**

(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 **3184.33 Sq.m (0.318433 HR.) out of 3200.00 Sq.m. (0.32 HR.)** bearing/comprised in **Khasra No. 40/1 of Mouza-Godhani (Rly), Tahsil-Nagpur (Rural); 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:-

(a)To complete /execute all development works i.e. 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, RCC canalization wall and solid waste management system & grey water treatment, Recycling & Reuse as per clause no. 13.4 of UDCPR. 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. 1,40,272/-** 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.

Party No. 02 has accordingly deposited **Rs. 1,40,272/-**vide **FDR No. 695232, Customer ID 272383193, A/c No. 509303030091617, dated 31/08/2023 from Union Bank, Wardhaman Nagar Branch, Nagpur valid upto 31/08/2028.** with Party No. 01.

(c) To deposit with Party No.01 nonrefundable sum of **Rs. 1,40,272/-** 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. 1,40,272/-**vide **NEFT/AXIC231239155745, dated 03/05/2023** 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. 1,44,000/-** vide **NEFT/AXIC231239155745, dated 03/05/2023** 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. 96,000/-** vide **NEFT/AXIC231239155745, dated 03/05/2023** 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. 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 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, RCC canalization wall and solid waste management system & grey water treatment, Recycling & Reuse as per clause no. 13.4 of UDCPR. etc., in the layout, the Party No. 02 shall also transfer it to the Nagpur Municipal Corporation / Gram panchayat / 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) 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.

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

(13) In the matter of use and construction in this layout land, the Party No. 01 shall have an unfettered control in accordance with the Unified 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.

(14) 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 thereof.

(15) 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.

(16) 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.

(b) 30% of total plottable area shall be released after completion of 1st stage roads, handing over land for DP/RP roads to NMRDA & after development of all open space s.

(c) 15% of the total plottable area of the layout shall be released after completion of **RCC pipe sewer lines with SFRC covers** and RCC pipe Storm Drains with SFRC grills, rainwater harvesting system.