

Nagpur Metropolitan Region Development Authority

No. E.E./NMRDA/DPc/A38cc/L041

Nagpur, dt. 12/10/2023

To,

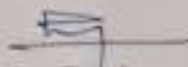
✓ Shri. Gautam Namdeo Mandwe
R/o. 36, Samaj Bhushan Society,
Manish Nagar Nagpur-440015.

Subject:- Sanction of Residential Layout Plan/ Land Subdivision for land bearing Khasra No. 9 of Mouza Shankarpur, Tahsil Nagpur (Rural), Dist. Nagpur under section 45 of MRTA Act 1966.

Reference - Your application dated 14/12/2020

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 MRTA 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 Serial No. 0805622 dated 30.09.2023, from Indian Bank, Manish Nagar Branch, Nagpur valid upto Dt. 30.09.2028 for record and safe custody.
2. Tahsildar, Nagpur (Rural), Dist. Nagpur
3. Executive Engineer-2, Nagpur Metropolitan Region Development Authority
4. Assistant Engineer (South), Nagpur Metropolitan Region Development Authority


Executive Engineer

Nagpur Metropolitan Region Development Authority



MAHARASHTRA

2022

11AA 390083

13 DEC 2022

DEVELOPMENT AGREEMENT

Notary Public / Clerk / ...

THIS AGREEMENT made this, the ¹² 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. Gautam Namdeo Mandwe, R/o. 36, Samaj Bhushan Society, Manish Nagar Nagpur-440015. (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 12400.00 Sq.mt. (1.24 H.R.) comprised in Khasra No. 9 of Mouza Shankarpur, Tahsil Nagpur (Rural); Dist. Nagpur.

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 मुम्बई विद्यापीठ, ल. प्र. १२/१३, लीन डी. १२, मुम्बई
 विद्यापीठाली परिसर, न. बालासागर, मुम्बई ४०० ००४
 न. बालासागराली जवळी मुम्बई शहराली जवळी लीन डी. १२, मुम्बई
 न. बालासागराली जवळी मुम्बई शहराली जवळी लीन डी. १२, मुम्बई

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)/482, Dt. 09.12.2022 of A.E.(NMRDA), Nagpur and N.A. order of Tahsildar, Nagpur (Rural) Dt. 24.11.2022

(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 118331.41 Sq.mt (1.1833141 H.R) out of 12400.00 Sq.mt (1.24 H.R) bearing/comprised in Khasra No. 9 of Mouza Shankarpur, Tahsil Nagpur (Rural) 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/incure 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

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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. 5,43,554/- 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. 5,43,554/- vide FDR Serial No. 0805622 dated 30.09.2023, from Indian Bank,

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Manish Nagar Branch, Nagpur valid upto Dt. 30.09.2028 with Party No. 01.

- (c) To deposit with Party No.01 nonrefundable sum of **Rs. 5,43,554/-** 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. 5,43,554/-** vide **Receipt No. 20231003288, dated 03.10.2023** 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. 6,32,400/-** vide **Receipt No. 20231003288, dated 03.10.2023** 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. 3,72,000/-** vide **Receipt No. 20231003288, dated 03.10.2023** 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. 40,17,600/-** vide **Receipt No. 2022100773, dated 03.10.2022** with Party No. 01

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- (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.

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(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.

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(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 19/12/2022
- 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 lieu of TDR.

(12) The Party No. 02 shall agree that any amount due to the Party No.01 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.

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(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 MS&EDCL affected in the layout at his/ its own risk & cost with necessary permission from relevant competent authority.

Party No. 02 shall have to get the B.P on amenity Space along with regular B.P of said land.

(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 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 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 plots area of the layout shall be released after completion of **RCC pipe sewer lines with SFRC cover** and **RCC pipe Storm Drains with SFRC grills**, rainwater harvesting system.
- (d) 15% of the total Plots 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

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of potable water and construction of RCC wall for nalla canalization and solid waste management system as per Clause no13.5 of UDCPR-2020 as certified by the Party No. 01.

- (e) 15% of the total plots 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 per Clause no13.5 of UDCPR-2020, as certified by the Party No. 01.
- (f) 5% of the total Plots 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, Grey water recycling plant as per 13.4 is UDCPR Development of internal pathways 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 as certified by Party No. 01 and after completion 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.

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(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

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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.

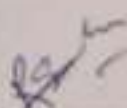
(28) Shall have to make arrangement for grey water treatment, Recycling and reuse of grey water as per clause no 13.4 of UDCPR-2020.

(28) Shall have to handover the area under amenity space then TDR shall be allowed as per provision of UDCPR-2020

IN WITNESS WHEREOF the parties have set their hands on this day of 12th October, 2023.

WITNESSES:

1. Signature



Nagpur Metropolitan Region
Development Authority

PARTY NO. 01 through

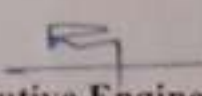
Name Raju Shivram Kamble

Age 54 Occupation Farmer

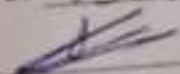
Address 16, Shabaladi Nagar,

Chhapale Layout, Nagpur-24

Telephone No. 8308050410


Executive Engineer
(NMRDA)

2. Signature



Name Armandy G. Mandwe

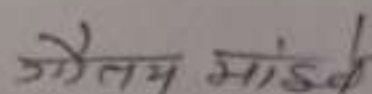
Age 54 Occupation Business

Address 45, Dhadiwal Layout

Ring Road NCR-25 Owner :-

PARTY NO.02

Telephone No. 9822362604



Shri. Gautam Namdeo Mandwe

MANISH NAGAR
6153

NMD-GEN SRTZN-EXACT-SYRS जमा रसीद
Deposit Receipt

शाखा / Branch
टीडीआर नं. T22/एमटीडीआई
TDR No. T22/MTDI **0805622**

से प्राप्त / Received from
*Superintending Engineer NMRDA
Kallam Mamdeo Mandwe
Signy*

खाता संख्या / Account No.	7618021612
राशि / Amount	5,43,554.00
अवधि/ध्याज प्रति वर्ष Period/Interest p.a.	5 years - 6.75%
जमा की तारीख Date of Deposit	30-09-2023
देय दिनांक / Due on	30-09-2028
पारिपक्वता मूल्य Maturity Value	7,59,616.00
...को देय / Payable to	Self.
नामांकन पंजीकरण नं. / दिनांक Nomination Regn. No./Date	

राशि / A Sum of
*Five Lakhs Forty three thousand
five hundred fifty four only.*

Term Deposit जमा के रूप में / Deposit

जमा की तिथि बाद है तो परिपक्वता की तारीख के बाद इस जमा पर व्याज मिलना बंद हो जाएगा।
Interest on this deposit will cease after the date of maturity unless renewed.
जमागत अवधि/अवधि/बोना अदि में प्रस्तावित किसी भी परिवर्तन के लिए, अपनी
जमा अवधि पर, कृपया परिवर्तन की तारीख से 15 दिन पहले शाखा को सूचित करें।
If change proposed in the original terms viz. period/amount/scheme etc. of
deposit on its maturity, please inform the branch 15 days before the maturity date.
जमा करने के लिए, कृपया हर साल अग्रेज के पहले सत्यापन के दौरान निश्चित रूप से पैर
जमा करें 15 दिनों/पहले जमा करें।
Kindly deposit submit Form 15G/15H with PAN, during first week of April every year positively

अंतरणीय नहीं / Not Transferable

को संश्लेषित बैंक
Indian Bank
6153
एस.एस.सं. S.S. No. /
प्राधिकृत हस्ताक्षर / Authorised Signatories
S. S. No.
S. S. No.

नागपूर महानगर प्रदेश विकास प्राधिकरण

खसरा क्र. ९, मौजा - शंकरपूर, तह. नागपूर

क्रमांक : का.अभि./नामप्रविप्रा/ ४८६९

नागपूर, दिनांक : २९/०१/२०२१

प्रति,

श्री गौतम नामदेव मांडवे

रा. ३८, समाज भुषण सोसायटी, मनिष नगर, नागपूर-४४००१५.

विषय :- मौजा शंकरपूर, खसरा क्रमांक ९, तह. नागपूर (ग्रा.) जि. नागपूर. क्षेत्र १.२४ हे. : पैकी १.१८३१४१ हे. आर. (१.१८३१.४१ चौ.मी.) जागा "निवासी" प्रयोजनार्थ महाराष्ट्र प्रादेशिक नियो व नगर रचना अधिनियम १९६६ चा कलम ४४, ४५ अन्वये अभिन्यास मंजूरी बाबत.

संदर्भ :- अर्जदाराचा दिनांक १४/१२/२०२० रोजीचा अर्ज.

- विषयांकित प्रकरणातील जागा निवासी वापरार्थ अभिन्यास मंजूरीसाठी उपरोक्त संदर्भांकित पत्र या कार्यालयात प्राप्त झाले आहे. शासनाने दिनांक ५.०१.२०१८ रोजी मंजूर केलेल्या विकास आराखड्याप्रमाणे उक्त जागा "निवासी-४" या उपयोगाने प्रस्तावित आहे. योजनेतील तरतुदीनुसार या जागेत प्रस्तावित वापर अनुज्ञेय आहे मा. महानगर आयुक्त, नागपूर महानगर प्रदेश विकास प्राधिकरण यांनी दि. ११/०१/२०२१ रोजी अभिन्यासाल मोजणी कागो तात्पुरती मंजूरी प्रदान केली आहे. सदर प्रकरणी अभिन्यास नकाशास मंजूरी व सदर जागेस निवास 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. "सार्वजनिक उपयोगाची" जागे करिता प्रस्तावित केलेल्या भूखंडाचे क्षेत्रफळ मंजूर एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावली-२०२० नुसार राखीव ठेवणे बंधनकारक राहिल.
 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 अद्यावत नियमानुसार आवश्यक त्या सामासिक अंतरावर स्थानांतरीत 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 अभिन्यासान 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, लॅन्ड 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. विकासकास एकूण विकास शुल्काचे ५ टक्के अनामत रक्कम व ५ टक्के पर्यवेक्षण रक्कम शुल्काचा भरणा करावा लागेल.
१३. अभिन्यासातील रस्ते, मलवाहिका, पावसाळी पाण्याची नलिका, जल वाहिनी, स्ट्रीट लाईट इत्यादि योग्य प्रकारे विकसीत करून ती संबंधित ग्रामपंचायतीस नियमानुसार हस्तांतरीत 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 बाबींकरीता लागणारे शुल्काचे अंशदानाचा भरणा रू. ३ लक्ष प्रति हे. आर. प्रमाणे करावा लागेल.
१७. महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ (MRTP Act 1966) चे कलम १२४(ब) (२-१ए) नुसार उक्त जागेच्या प्रचलित शिघ्रगणन 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 अॅश चा वापर करण्यात यावा व तसेच प्राकलन तयार करण्यात यावे.
२०. फ्लाय अॅश नी बनवलेली टाईल्स, पेविंग ब्लॉक, विटा, सिमेंट इ. बांधकाम साहित्याचा उपयोग अनिवार्य राहिल.
२१. अभिन्यासामध्ये घन कचरा व्यवस्थापन प्रकल्पाचे स्वःखर्चाने बांधकाम करून त्याची निगा व देखभाल राखण्याची जबाबदारी अभिन्यास धारक/विकासकावर राहिल.
२२. या अभिन्यासाच्या लगतचे अभिन्यास मंजूरीच्या वेळी त्या अभिन्यास धारकाला आपल्या अभिन्यासातील रस्त्यामधून पोच रस्ता द्यावा लागेल.
२३. अभिन्यास नकाशात प्रस्तावित केलेली "अमेनिटी स्पेस" ची जागा एकत्रिकृत विकास नियंत्रण व प्रोत्साहन नियमावलीतील तरतूद क्र. ३.५ प्रमाणे नागपूर महानगर प्रदेश विकास प्राधिकरणाला विकास करून विनामुल्य हस्तांतरीत केल्यास अनुज्ञेय चटई क्षेत्र (TDR) अनुज्ञेय करण्याची कार्यवाही करण्यात येईल.

२४. अभिन्यासास तात्पुरती मंजूरी व आखणी मोजणी 'क' प्रत प्राप्त झाल्यानंतर अभिन्यास अंतिम मंजूरीसाठी सादर करण्यासोबत पायाभुत सुविधांचे नकाशे संबंधीत विभागीय कार्यालयात सादर करावे लागेल.
२५. विकास करारनामा प्रमाणे प्रथम टप्प्यातील २० टक्के आराजीचे भुखंडकांची (Plottable Area) यादीसह व सार्वजनिक सुख सुविधेची (Amenity Space) जागा मुक्त (Release) करण्याकरीता या विभागास अर्ज सादर करावे.
२६. उक्त जागा शासनाच्या दि. २०/०२/२०१५ रोजी (Draft Development Plan) नागपूर महानगर क्षेत्राकरीता प्रसिध्द प्रारूप विकास योजनेनुसार निवासी R-4 उपयोगाकरीता प्रस्तावित आहे. नागपूर महानगर प्रदेशाकरीता विकास योजना आराखडा, महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम १९६६ कलम ३१(१) अन्वये शासनाने दि. ०५/०१/२०१८ रोजी विकास आराखडा मंजूर केलेला असून उक्त जागानिवासी R-4 उपयोगाकरीता दर्शविलेली आहे. मंजूर विकास योजनेतील परीशिष्ट 'अ' मधील मंजूर सारभुत बदल मधील Sanctioned Modification अनुक्रमांक १-(SM-1) नुसार R-3 व R-4 जमीनी करीता Infrastructure Charges रु. २८,८९,२००/- चा भरणा करावा लागेल.
२७. नागपूर महानगर प्रदेश विकास प्राधिकरण सोबत अभिन्यासाच्या विकास करारनामा करण्यापुर्वी व भुखंडके बांधकामासाठी मुक्त झाल्याशिवाय भुखंडक विक्री करता येणार नाही.

प्रस्तावित अभिन्यासाची उपअधिक्षक, भूमी अभिलेख, नागपूर (ग्रा.) यांचेकडून जागेवर आखणी करून मोजणी करून तात्पुरती मंजूर नकाशे आखणी नुसार मेळात असल्यास नकाशाच्या सहा प्रती जमीनधारक व वास्तुशास्त्रज्ञाचे स्वाक्षरीने या कार्यालयात अंतिम मंजूरीस्तव 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. ९, मौजा - शंकरपूर, तह. नागपूर (ग्रा.)

कार्यकारी अभियंता

नागपूर महानगर प्रदेश विकास प्राधिकरण

प्रतिलिपी -

- १) उपअधिक्षक भूमी अभिलेख, नागपूर (ग्रा.)- 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), नागपूर महानगर प्रदेश विकास प्राधिकरण, नागपूर यांना माहितीस सादर.

कार्यकारी अभियंता

नागपूर महानगर प्रदेश विकास प्राधिकरण

PROFORMA - I

DEMARCATED RESIDENTIAL LAYOUT ON KH. NO. 9,
P. H. NO.42,OF VILLAGE MOUZA - SHANKARPUR,
TAH. - NAGPUR (GR), DIST. - NAGPUR.
BELONGS TO:
SHRI. GAUTAM NAMDEO MANDWE

Drawing
Sheet
No.
X/Y

Stamps of Approval of Plans:

A AREA STATEMENTS

1	Area of land (Minimum area of a, b, c to be considered)		
a)	As per ownership document (7/12, CTS extract)	12400.00 SQ.M.	
b)	As per measurement sheet	11831.41 SQ.M.	
c)	as per site	11831.41 SQ.M.	
2	Deductions for		
a)	Proposed D.P. / D. P. Road widening Area	0.00 SQ.M.	
b)	Any D. P. Reservation area	0.00 SQ.M.	
c)	Natural water course area	0.00 SQ.M.	
	(Total a + b + c)	0.00 SQ.M.	
3	Gross Area of Plot (1 - 2)	11831.41 SQ.M.	100.00 %
4	Recreational Open space		
a)	Required -	1183.14 SQ.M.	
b)	Proposed -	1185.34 SQ.M.	10.02 %
5	Amenity Space		
a)	Required -	483.14 SQ.M.	
b)	Proposed -	486.58 SQ.M.	4.11 %
6	Area under Electric Substation & wwp	50.00 SQ.M.	0.42 %
7	Service road and Highway widening	1267.94 SQ.M.	10.72 %
8	Internal Road area	1944.11 SQ.M.	16.43 %
9	Area under layout plots	6897.44 SQ.M.	58.30 %
10	Net area of plots for FSI Calculations = (3 - 5b) + 6 + 7 + 8 + 9	11344.83 SQ.M.	
	Permissible FSI factor for layout plots = (9/8)	1.64	

OWNERS SIGN.

L.S. / ARCHITECT'S SIGN.

5/11/21 21/3/21

VIKAS GAHADURE
M.M.R.D.A.381
M.L.13289

VIKAS G. BAHADURE
architectural & civil consultant
RAJESHWARI ROAD, JODHAGAR,
NAGPUR. Ph. NO. - 9422126921

AREA STATEMENT FOR PLOTS AND DISTRIBUTION OF FSI ON EACH PLOT

Plot no.	Size (M)	Plot Area (Sq.m.)	Rounding Area of Road (Sq.m.)	Remaining Plot Area (Sq.m.)	Built up Area on Porata basis (Sq.m.)	No of Plots (Sq.m.)	Total plot Area (Sq.m.)	Front Road width (m.)	Basic FSI	Permissible Built up area on Porata basis (Sq.m.)	Total Built up area on Porata basis (Sq.m.)
A	B	C	D	E = (C-D)	F = E*1.64	G	H = E*G	I	J	K = F*J	L = F*G
1	1/2(20.60+20.00)/21.00	426.30	14.44	411.86	675.45	1	411.86	18.00	1.10	743.00	675.45
2 TO 9	12.00 X 21.00	252.00		252.00	413.28	8	2016.00	15.00	1.10	454.61	3306.24
10	1/2(16.85+16.80)/21.00	353.33		353.33	579.45	1	353.33	15.00	1.10	637.40	579.45
11	9.85 X 15.00	147.75		147.75	242.31	1	147.75	12.00	1.10	286.54	242.31
12 TO 16	7.50 X 15.00	112.50		112.50	184.50	5	562.50	12.00	1.10	202.95	922.50
17,18	9.00 X 15.00	135.00		135.00	221.40	2	270.00	12.00	1.10	243.54	442.80
19 TO 23	9.50 X 15.00	142.50		142.50	233.70	5	712.50	12.00	1.10	257.07	1168.50
24	1/2(21.05+20.80)/15.00	312.38		312.38	492.99	1	300.61	18.00	1.10	549.46	492.99
25	1/2(17.30+17.85)/18.00	316.35		316.35	516.51	1	304.58	18.00	1.10	549.46	499.51
26	1/2(14.90+14.00)/18.00	280.10		280.10	426.56	1	280.10	18.00	1.10	469.22	426.56
27	1/2(15.45+15.35)/16.50	144.38		144.38	236.78	1	144.38	9.00	1.10	280.45	236.78
28,29	6.75 X 16.50	111.38		111.38	182.66	2	222.76	9.00	1.10	200.92	365.31
30	1/2(19.20+19.65)/16.50	155.51		155.51	242.38	1	147.79	9.00	1.10	286.62	242.38
31	1/2(30.50+30.15)/17.60	533.72		533.72	875.30	1	533.72	12.00	1.10	962.83	875.30
32	1/2(30.15+29.80)/17.00	509.58		509.58	835.70	1	509.58	12.00	1.10	919.27	835.70
	TOTAL			509.58	835.70		6897.44				

This sanction is subject to conditions of N.A. order Dt. 24.11.2022

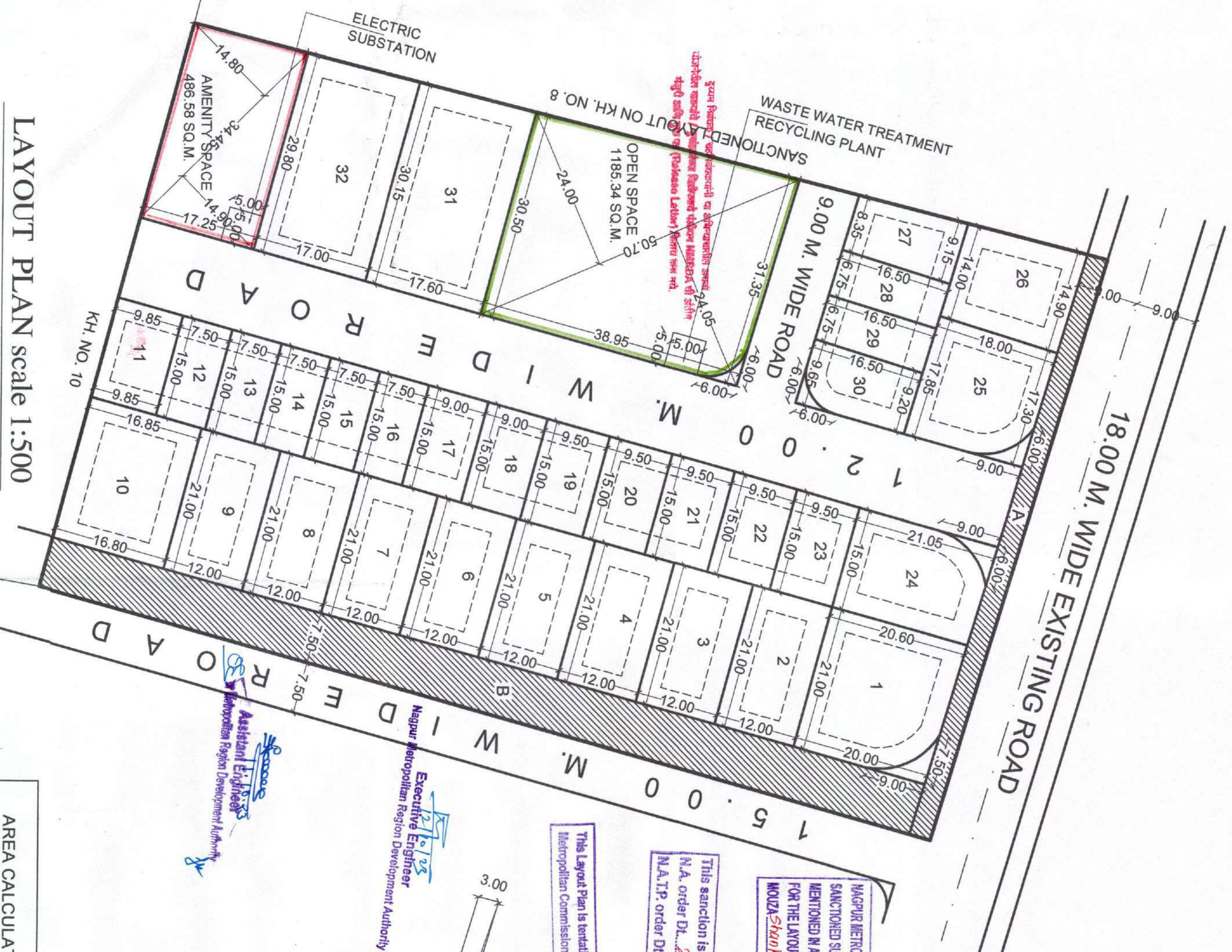
This layout plan is submitted for final approval by the Metropolitan Commissioner dated 25/03/2023

Sanctioned by the Metropolitan Commissioner dated 25/03/2023

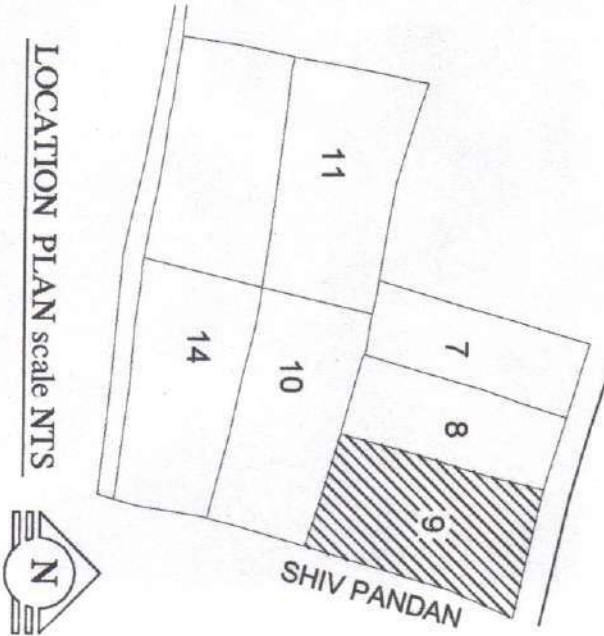
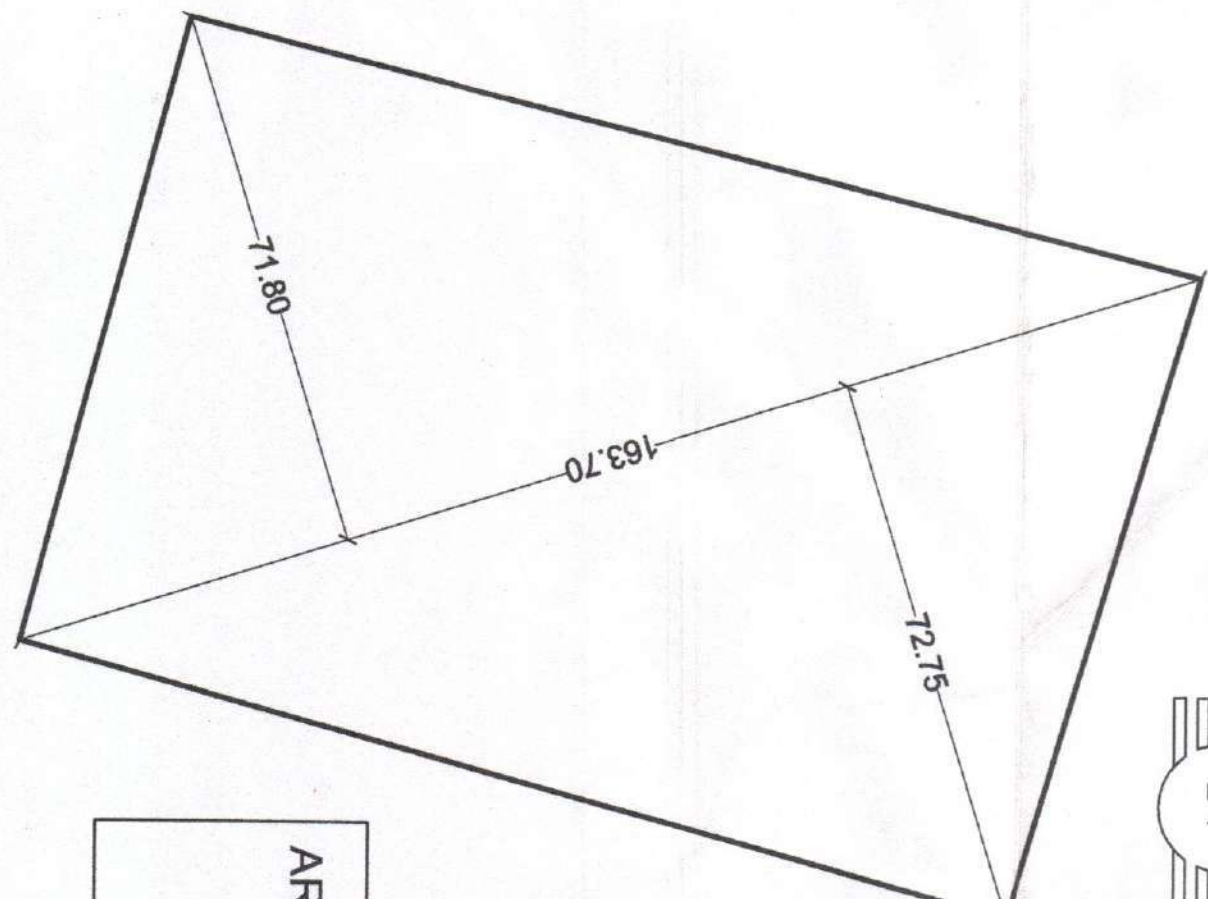
AREA UNDER ROAD WIDENING
A = 1/2(3.00+3.15)X87.95 = 270.44
B = 1/2(7.50+7.50)X133.00 = 897.50
TOTAL = 1267.94 SQ.M.

AREA CALCULATION FOR AMENITY SPACE
REQUIRED =
a) UPTO TO 4000 SQ.M. = NIL
b) 4000 TO 10000 SQ.M. = (a) + 5% OF 6000 = 300.00 + 10% OF 11831.41 - 10000 = 300.00 + 183.14 = 483.14 SQ.M.
PROPOSED = 1/2(14.80+14.90)X34.45 - 25.00 (ES) = 486.58 SQ.M.
AREA CALCULATION FOR OPEN SPACE
1/2(24.05+24.00)X50.70 - 7.72 (TGT) - 25.00 (WWTP) = 1185.34 SQ.M.

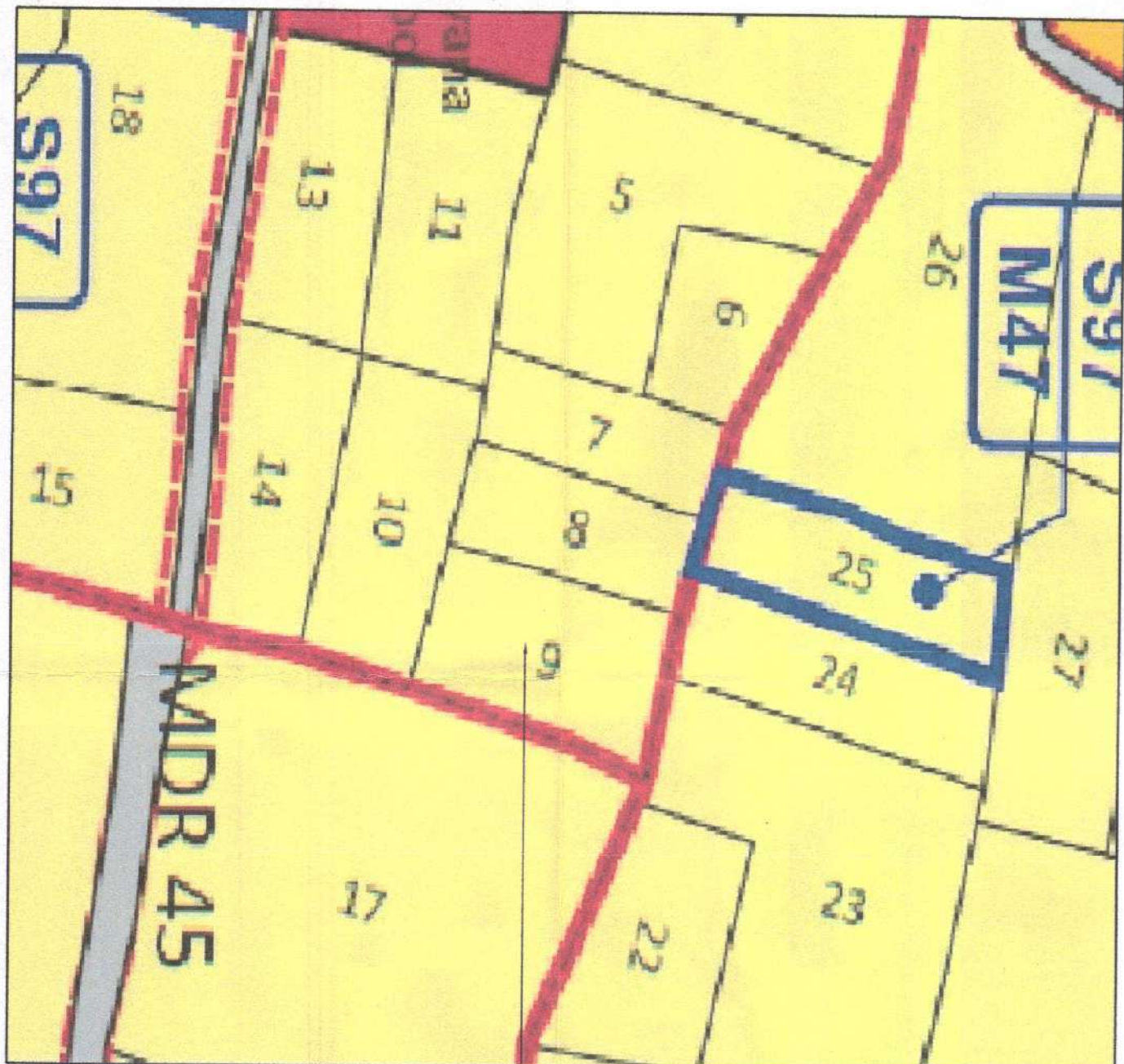
AREA CALCULATION FOR LAND
= 1/2(72.75+71.80)X163.70 = 11831.41
TOTAL = 11831.41 SQ.M.



LAYOUT PLAN scale 1:500



NOTE:-
KHASRA BOUNDARY SHOWN THUS
OPEN SPACE SHOWN THUS
AMENITY SPACE SHOWN THUS
PLOTABLE AREA SHOWN THUS
MAIN APPROACH ROAD SHOWN THUS
AFFORDABLE PLOTS SHOWN THUS



PROPOSED SITE

PROPOSED SITE SHOWING ON DP PLAN
SHEET NO 97