नागपूर महानगर प्रदेश विकास प्राधिकरण

NMRDA
नागपूर महानगर प्रदेश विकास प्राधिकरण

No.: E.E./NMRDA / DPC/Agree/1506 Nagpur, dt. 14/02/2024

To,

Smmart Realtors through Partner
Shri Shailesh Narayan Thorane, Sachin Prabhakarrao Chitrive,
Shri Nitesh Narayan Thorane,
R/o. Plot No. 213, Sheela Complex, near Wadi Bus Stop,
Nagpur -440023.

Subject:- Sanction of **Residential Plotted** Layout Plan/ Land Subdivision for land bearing **Khasra No. 165/1 of Mouza Waddhamna** Tah. **Hingna** Dist. Nagpur under section 45 of MRTP Act 1966.

Reference :- Your application dated 29 /01 /2019.

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 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), Grey water recycling & reuse plant along with necessary drainage line etc. Compound Wall to open space, 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,RCC canalization wall and solid waste management system as per Clause No 13.5 of UDCPR and Grey Water Disposal 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 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

Khasra No. 165/1, Mouza-Waddhamna, Tah Hingna

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

NAGPUR TREASURY

महाराष्ट्र MAHARASHTRA

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09 FEB 2024

Stamp Head Clerk/Sr. Clerk

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this, the 14th day of **February, 2024** 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 **Smmart Realtors through Partner Shri Shailesh Narayan Thorane, Sachin Prabhakarrao Chitrive, Shri Nitesh Narayan Thorane, R/o. Plot No. 213, Sheela Complex, near Wadi Bus Stop, Nagpur -440023.** (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 **8800.00 Sqm (0.88 HR.)** is approved comprised in **Khasra No. 165/1of Mouza Waddhamna, Tahsil 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, the Tentative layout plan is approved by Hon. Metropolitan Commissioner, Nagpur Metropolitan Region Development Authority on dated **22.06.2023** and Hon. Metropolitan Commissioner, NMRDA has approved the final layout plan under Section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1966 vide order **dated 23.11.2023.** The Tahsildar (Nagpur Rural), has issued the N.A. Sanad of the aforesaid land admeasuring **8800.00 Sqm (0.88 HR.)** from Agricultural use to non-agricultural for the **Residential Plotted** purpose vide order **dated 09/08/2023.**

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), Grey water recycling & reuse plant along with necessary drainage line etc. Compound Wall to open space, 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,RCC canalization wall and solid waste management system as per Clause No 13.5 of UDCPR and Grey Water Disposal 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. **EE-1(NMRDA)/9060, Dt. 12/12/2023 of A.E. (NMRDA), Nagpur** and N.A. Sanad of Tahsildar, Nagpur (Rural) Dt. **09/08/2023.**

(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 **8800.00 Sqm (0.88 HR.)** bearing/comprised in **Khasra No. 165/1 of Mouza Waddhamna, Tahsil Hingna; 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, C.C 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), Grey water recycling & reuse plant along with necessary drainage line etc. Compound Wall to open space, 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, RCC canalization wall and solid waste management system as per Clause No 13.5 of UDCPR and Grey Water Disposal 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. 3,85,748/-** 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. 3,85,748/-** vide **Receipt No. 20231218249, dated 14/12/2023** with Party No. 01.

(c) To deposit with Party No.01 nonrefundable sum of **Rs. 3,85,748/-** 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. 3,85,748/-** vide **Receipt No. 20230628154, dated 26/06/2023** 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. 2,66,200/-** vide **Receipt No. 20230628154, dated 26/06/2023 & Remaining Land development Fund Rs. 2,66,200/-** vide **Receipt No. 20231218249, dated 14/12/2023** 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. 2,64,000/-** vide **Receipt No. No. 20230628154, dated 26/06/2023** 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 MaharashtraMetropolitan 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, 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 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 recycling & reuse plant along with necessary drainage line etc. Compound Wall to open space, 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,RCC canalization wall and solid waste management system as per Clause No 13.5 of UDCPR and Grey Water Disposal 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 12/12/2023.

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.

c) Party No. 02 shall have to get the Amenity Space 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.

(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 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.

(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 thereof.

(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 favor 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, handing over land for DP/RP roads to NMRDA & 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 cover** sand RCC pipe Storm Drains with SFRC grills, 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 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 plottable area of the layout shall be released after completion of 2nd stage and Cement Concrete/CC Paver Blocks Road and solid waste management systems per Clause no13.5 of UDCPR-2020, 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, 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.

(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 and after one year from the date of handing over of Development works to Gram Panchayat/Nagar Parishad/NMC, 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 no. 13.5 of UDCPR.

(26) The Party No. 2 shall give access to adjoining land owner/layout owner for approach from their layout road.

(27) The plots shall be sold only after execution of Development Agreement with NMRDA & only after release of plots from NMRDA.

(28) Shall have make arrangement for Grey water treatment recycling and reuse as per 13.4 of UDCPR - 2020.

(29) Shall provide Electric Sub-Station & WWTP in Proposed land.

(30) Shall have to construct approach road at your own cost, NMRDA will not be responsible for providing and constructing approach road.

IN WITNESS WHEREOF the parties have set their hands on this day of 14th **February, 2024.**

WITNESSES:

1. Signature _____

Name Akash M. Raut

Age 41 Occupation Advocate

Address Hansapuri, Old Bhandara Road, Nagpur-440018

Telephone No. 9823708504

2. Signature _____

Name Vijay N. Khisbage

Age 30 Occupation _____

Address Hegdewar Nagar (A) Parsi Nagpur.

Telephone No. 8624987323.

Nagpur Metropolitan Region Development Authority

PARTY NO. 01 *through*

Executive Engineer (NMRDA)

PARTY NO. 02

Owner :-

Smmart Realtors through Partner
Shri Shailesh Narayan Thorane,

Shri Sachin Prabhakarrao Chitrive,

Shri Nitesh Narayan Thorane,

कोर्ट विद्य. श्रीमती प्रियदर्शनी बोरकर, तहसिलदार हिंगणा यांचे महसूल न्यायालय हिंगणा

रामाक्र-....61...../ एन.ए.पी-34/प्रस्तु-1/2022-2023
मौजा- वडधामना, त.सा.क्र.6, तह. हिंगणा

तहसिलदार हिंगणा

महाराष्ट्र जमीन महसूल संहीता 1966 चे कलम 42-ब अन्वये अकृषक आकारणी करण्याबाबत

(पारीत दिनांक. - 09../..08../2023)

ज्याअथी, **अर्जदार स्मार्ट रियलटर्स तर्फे भागीदार श्री. शैलेश नारायण थोराने व इतर-2,** रा. प्लॉट नं. 213, शिला कॉम्पलेक्स, वाडी बस स्टॉप जवळ, वाडी, नागपूर यांनी **मौजा- वडधामना** येथील भुमापन क्र./**सर्व्हे क्रमांक. 165/1, एकुण आराजी 0.88 हे.आर (क्षेत्र 8800.00 चौ.मीटर)** या जमिनीवर नागपूर महानगर प्रदेश विकास प्राधिकरण, नागपूर यांचेकडे महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम 1966 चे कलम 45 अन्वये निवासी अभिन्यास मंजूरीकरिता विकास आराखडा / रेखांकन आखणी नकाशा सादर केलेला आहे.

ज्याअर्थी, नागपूर महानगर क्षेत्राकरिता शासनाने दिनांक. 05.01.2018 रोजी मंजूर केलेल्या विकास योजनेत उक्त जागा West-A प्रभाग क्षेत्रात असून "**निवासी आर-2**" या उपयोगाने प्रस्तावित आहे. मंजूर विकास योजनेतील तरतुदीनुसार प्रस्तावित निवासी वापर अनुज्ञेय आहे.

ज्याअर्थी मा. कार्यकारी अभियंता-1, नागपूर महानगर प्रदेश विकास प्राधिकरण (नियोजन प्राधिकरण) यांनी सदरचा नकाशा महाराष्ट्र प्रादेशिक योजनेच्या नियमावलीच्या तरतुदीशी सुसंगत असल्यामुळे उक्त जागेवरील प्रस्तावित निवासी प्रयोजनार्थ अभिन्यास नकाशा अटी व शर्तीचे अनुषंगाने पत्र क्रमांक: का. अभि/नामप्रविप्रा/8589 दि. 11.07.2023 अन्वये अकृषक आकारणी करीता तात्पुरती मंजूरी प्रदान केलेली आहे.

ज्याअर्थी सदरहु रेखांकन/अभिन्यास मंजुरी पत्राची व मंजुर रेखांकन/अभिन्यास नकाशा प्रत महाराष्ट्र जमीन महसूल अधिनियम 1966 चे सुधारीत कलम 42-अ अन्वये अकृषक आकारणी करणेकरीता या कार्यालयात प्राप्त झालेली आहे.

AREA STATEMENT				
1	Area Of Land Kh. No. 165/1 (Minimum area of a,b,c to be considered)	= 8800.00		
	a) As Per Ownership Document (7/12, Extract)	= 8800.00	SQ.MT.	(0.88 H)
	b) As Per Measurement Sheet	= 8800.00	SQ.MT.	
	c) As Per Site	= 8800.00	SQ.MT.	
2	Deduction For			
	a) Proposed D.P./D.P. Road Widening Area / Service Road/ Highway Widening	= 0.00	SQ.MT.	
	b) Any D.P. Reservation Area	= 0.00	SQ.MT.	
	Total Deduction (a+b)	= 0.00	SQ.MT.	
3	Balance Area Of Plot (1-2)	= 8800.00	SQ.MT.	
4	Amenity Space (If Applicable)			
	a) Required	= 440.00	SQ.MT.	
	b) Adjustment of 2(b), if any	= 0.00	SQ.MT.	

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	c) Balance Proposed	= 452.64	SQ.MT.	
5	Net Plot Area (3-4(c))	= 8347.36	SQ.MT.	
6	Recreation Open Space			
	a) Required	= 880.00	SQ.MT.	
	b) Proposed	= 882.74	SQ.MT.	
7	Internal Road Area	= 2005.95	SQ.MT.	
7-a	E.S.S. & S.T.P.	= 50.00	SQ.MT.	
8	Service Road And High-Way Widening	= 0.00	SQ.MT.	
9	Plotable Area	= 5408.67	SQ.MT.	
10	Pro-Rata Factor For FSI Calculation On Layout Plots (5/9)	= 1.543		

आणि ज्याअर्थी, उक्त जमिनीच्या भोगवटदाराने शासनाने, उक्त संहितेच्या **कलम 47-अ** नुसार देय रूपांतर करायची व नमुद **निवासी** अकृषक प्रयोजनार्थ वापरापोटी आकारणीची रक्कम पुढील प्रमाणे निर्धारण करण्यात येते.

उपरोक्त प्रमाणे जागेचे **एकुण आराजी** 0.88 **हे.आर** (क्षेत्र 8800.00 **चौ.मी**) **निवासी प्रयोजनार्थ** अकृषक सारा आकारणी करावयाचे **क्षेत्र** 5861.31 **चौ.मीटर** (**Area Under Layout Plots**- 5408.67 + **Amenity Space**- 452.64) ला 0.10 **पैसे** प्रति चौ.मीटर याप्रमाणे अकृषक महसूल कर **रु.** 586/-, ग्राम पंचायत सेस अकृषक करा एवढा रु. 586/-, जिल्हा परिषद सेस सारा 7 पट अकृषक कराच्या **रु.** 4102/-, परावर्तीत कर अकृषक साऱ्याचा 5 पट म्हणजेच 2930/- असे **एकुण** 8204/- आकारणी निर्धारित होत असून चालान क्रमांक. **MH006126621202324M**, दिनांक. 02.08.2023 रोजी शासन खजिना दाखल केलेली आहे.

त्याअर्थी, आता उक्त सहिंतेमधील तरतुदीच्या आणि तरतुदीन्वये करण्यात आलेल्या नियमांच्या तरतुदींना आणि खालील शर्तींना अधिन राहून उपरोक्त जमिनीच्या भोगवटदारास सदर नियोजन प्राधिकाऱ्याच्या वर उल्लेखित **विकास/ बांधकाम**-परवानगीच्या अनुषंगाने सदर जमिनीवर अनुज्ञेय करण्यात आलेला **"निवासी"** अकृषिक वापरापोटी उक्त संहितेच्या **कलम 42-ब** अन्वये तसेच **नियोजन प्राधिकरण यांनी दिलेल्या अटीं व शर्तींच्या अधीन राहून निवासी प्रयोजनार्थ** अकृषक आकारणी करण्यात येत आहे.

1) आकारणी : उक्त जमिनीच्या भोगवटदारास उक्त जमिनीच्या संबंधात या आगोदर वसुली योग्य असलेल्या आकारणी ऐवजी वर उल्लेखित विकास/बांधकाम परवानगी प्राप्त झाल्यापासून **दिनांक.** 31 **जुलै**, 2024 रोजी संपणाऱ्या हमीच्या कालावधीत शासनाला प्रत्येक वर्षी **रुपये** 0.10 प्रति चौ.मीटर प्रमाणे **रुपये** 586/- या दराने परीगणित होणारी वार्षिक आकारणी देईल अशी उक्त कालावधी संपल्यावर उक्त संहिते अन्वये तहसिलदार कडून वेळोवेळी निश्चित करण्यात येईल. अशी सुधारीत आकारणी देईल.
2) उक्त जमिनीचा भोगवटदार उक्त जमिनीवर वसुली योग्य असणे सर्व कर, दर आणि उपकर भरील.
3) वरीलप्रमाणे मंजूर केलेल्या अभिन्यास नकाशा/ विकास आराखडा वापरामध्ये किंवा वापराच्या क्षेत्रामध्ये नियोजन प्राधिकरणाच्या पूर्व मंजूरी शिवाय कोणताही बदल करु नये व सदरील अकृषक आकारणी आदेश निर्गमित झाल्यानंतर नियोजन प्राधिकारणाच्या पूर्व मान्यतेने सदर जमिनीच्या वापरामध्ये किंवा वापराचे क्षेत्रामध्ये कोणताही बदल झाल्यास त्याची माहिती असा बदल नियोजन

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प्राधिकरण कडून मंजूर झाल्यापासून 30 दिवसाच्या आंत तहसिलदार यांना देणे भोगवटदारावर बंधनकारक राहील.

4) सदर जमिनी या नागरी जमीन कमाल धारणा व कोर्ट ऑफ वार्डस् मध्ये बाधित होत असल्यास सदर अकृषक आकारणी रद्द करण्यात येईल.
5) उक्त जमिनीच्या भोगवटदाराने पूर्वगामी शर्तीपैकी कोणत्याही शर्तीचे उल्लंघन केल्यास तहसिलदार यास, उक्त संहितेच्या अन्वये तद्न्वये करण्यात आलेल्या नियमांच्या तरतूदी अन्वये जी भरण्यास उपयोग करता दायी असेल अशी इतर कोणत्याही शास्तीस बाधा न आणता त्यास योग्य वाटेल एवढा दंड भरल्यावर उक्त जमिन भोगवटदार यांच्या वहिवाटीत असण्याचे चालू ठेवता येईल.
6) उक्त जमिनीच्या भोगवटदाराने उपअधिक्षक, भुमि अभिलेख, हिंगणा यांचेकडून मोजणी करुन घेणे बंधनकारक राहिल त्यानंतरच सदर अकृषक आकारणी प्रभावी होईल.
7) ज्या प्रयोजनार्थ अकृषक आकारणी करण्यात आलेली आहे त्याखेरीज इतर वापर अनुज्ञेय होणार नाही.
8) नियोजन प्राधिकरण यांनी दिलेल्या अटी व शर्तींच्या पालन करणे जमिन मालक/ विकासकास बंधनकारक राहील.
9) अभिन्यास नकाशामध्ये नमुद मोजमापे, क्षेत्रफळ इत्यादी परिगणने मध्ये कोणत्याही चुका आढळल्यास त्यासंदर्भाने अभिन्यासास सुधारीत मंजूरी घेणे आवश्यक राहील.
10) भविष्यात जागेबाबत वाद उपस्थित झाल्यास सदरची अकृषक आकारणी आदेश रद्द समजण्यात यईल.

तहसिलदार हिंगणा

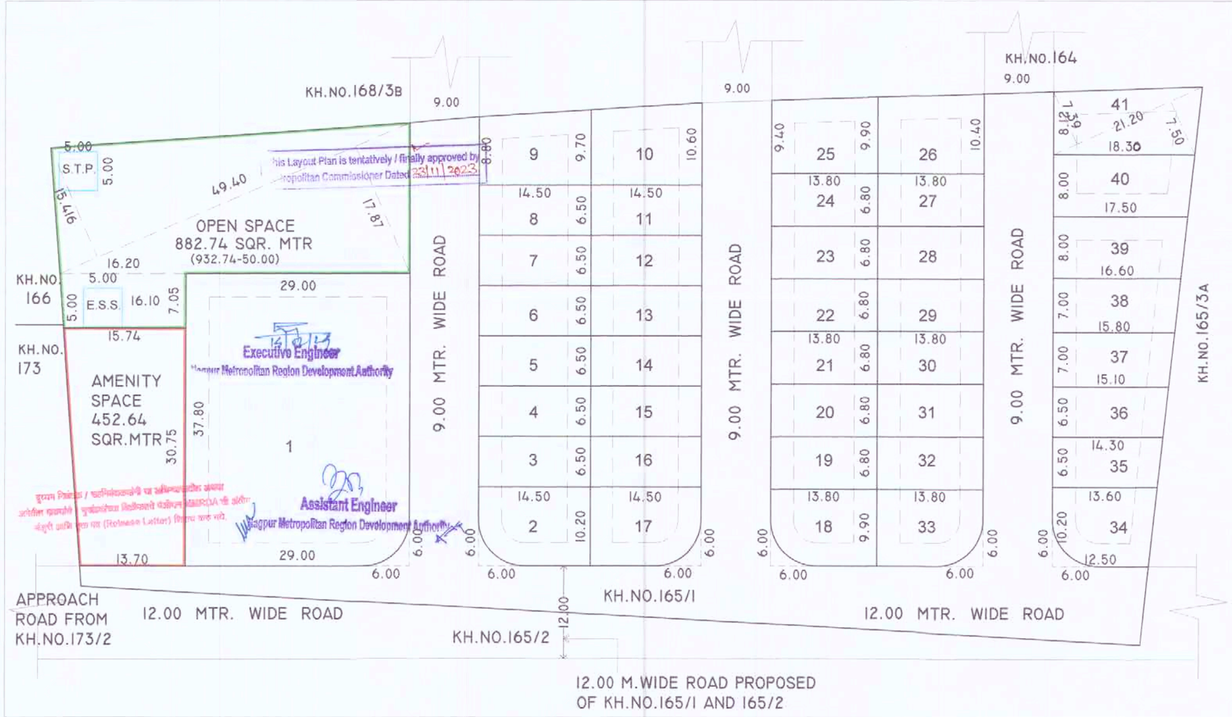
(प्रियदर्शनी बोरकर)
तहसीलदार, हिंगणा

प्रतिलिपी:-

1. **मा. कार्यकारी अभियंता-1, ना.म.प्र.वि.प्रा.** नागपूर यांना माहितीस सविनय सादर.
2. **सह दुय्यम निबंधक, हिंगणा** यांना माहितीस तथा उचित कार्यवाहीस अग्रेषित.
3. **उप अधिक्षक, भुमि अभिलेख, हिंगणा** यांना माहितीस तथा सदरहू मंजूर/प्रस्तावित नकाशानुसार फक्त अकृषक आकारणी करण्यात आलेली असून मा. जिल्हाधिकारी, नागपूर यांचेकडील पत्र क्रमांक/प्रस्तुत/कावि-71/2022, दिनांक. 03.02.2023 अन्वये सदरहू प्रकरणात कमी जास्त पत्रक तयार होणे आवश्यक आहे. तरी सदरहू अकृषक आकारणी आदेशाचे अनुषंगाने कमी जास्त पत्रक तयार करणेकरिता अग्रेषित.
4. **तलाठी सा.क्र. 6, मौजा- वडधामना, ता. हिंगणा** यांना माहितीस तथा मंजूरी नकाशाचे अनुषंगाने उपअधिक्षक, भुमी अभिलेख, हिंगणा यांचेकडून कमी जास्त पत्रक प्राप्त झाल्यानंतरच सदरहू अकृषक आकारणीच्या आदेशानुसार नोंद राजस्व अभिलेखात घ्यावी.
5. **वब्रान्न शाखा, तहसिल कार्यालय, हिंगणा** यांना माहितीस तथा उचित कार्यवाहीस अग्रेषित.
6. **अर्जदार स्मार्ट रियलटर्स तर्फे भागीदार श्री. शैलेश नारायण थोराने व इतर-2,** रा. प्लॉट नं. 213, शिला कॉम्पलेक्स, वाडी बस स्टॉप जवळ, वाडी, नागपूर यांना माहितीस तथा उपरोक्त अटी व शर्तींच्या पूर्तता व अंमलबजावणी करण्यासाठी अग्रेषित.

(प्रियदर्शनी बोरकर)
तहसीलदार, हिंगणा
तहसिलदार, हिंगणा

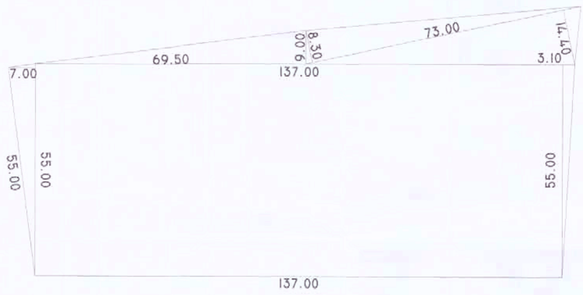
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LAY OUT PLAN
SCALE 1:500

N

'K'-PRAT



'K' PRAT	SIZE	AREA
KEY PLAN AS 'K' PRAT	(07.00 +00.00)/2 X 55.00	192.50
	(09.00 +00.00)/2 X 69.50	312.75
	(08.30 +14.40)/2 X 73.00	828.55
	(03.10 +00.00)/2 X 55.00	85.25
	137.00 X 55.00	7,535.00
	TOTAL -	8,854.05
	SAY AS	8,800.00

AMENITY SPACE= 0.5x(13.70+15.74)x30.75
= 452.64 SQ.MT.

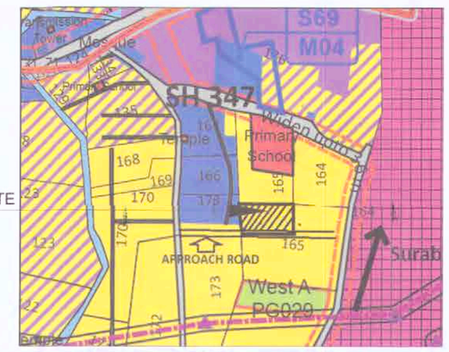
OPEN SPACE = 0.5x (15.416+17.87)49.40
+0.5 x (16.20 +15.74)x 7.05-2x5x5
= 882.74 SQ.MT.

NAGPUR METROPOLITAN REGION DEVELOPMENT AUTHORITY
SANCTIONED SUBJECT TO TERMS AND CONDITION
MENTIONED IN AGREEMENT DT 14/02/2024
FOR THE LAYOUT/ SITE OF KH.NO. 165/1
MOUZA WADDHAMNA TAHSIL HINGNA

This sanction is subject to condtions of
N.A. order Dt. 09/08/2023
N.A.T.P. order Dt.

D.P. SHEET

PROPOSED SITE



N

W E

S

LAY OUT PLAN
SCALE 1:500



PROPOSED FINAL /DEMARKATED RESIDENTIAL LAY-OUT PLAN ON KH.NO.-165/1,P.H.NO.-06,MOUZA-WADDHAMNA, TAH-HINGNA,DIST-NAGPUR.

BELONG TO.:SMMART REALTORS THROUGH PARTNER
SHRI. SHAILESH NARAYAN THORANE
SHRI. SACHIN PRABHAKARRAO CHITRIVE
SHRI. NITESH NARAYAN THORANE

A	AREA STATEMENTS		
1	**1. Area of land** *(Minimum area of a, b, c to be considered)*		
	A) As per Ownership Document (7/12, CTS Extract)	8800.000	SQ.M.
	B) As per Measurement Sheet	8800.000	SQ.M.
	C) As per Site	8800.000	SQ.M.
2	**2. Deductions For**		
	(A) Proposed D.P./ D.P. Road Widening Area/Service Road/Highway Widening	0.000	SQ.M.
	(b) Any D.P. Reservation Area	0.000	SQ.M.
	(Total a+b)	0.000	SQ.M.
3	**3. Balance Area Of Plot (1-2)**	8800.000	SQ.M.
	4. Amenity Space (if applicable)		
	(A) Required -	440.000	SQ.M.
	(B) Adjustment of 2 (B),if any	000.00	SQ.M.
	(C) Balance Proposed -	452.640	SQ.M.
5	**5. Net Plot Area (3-4(c))**	8347.360	
	6. Recreational Open Space (if applicable)		
	(A) Required -	880.000	SQ.M.
	(B) Proposed -	882.740	SQ.M.
	(C) Area for ESS & STP-	50.00	SQ.M.
7	**7. Internal Road Area**	2005.950	SQ.M.
8	**8.** Service Road And Highway Widening	0.000	SQ.M.
9	**9.** Plotable Area	5408.670	SQ.M.
10	**10.Pro-rata factor For FSI Calculations On Layout Plots (5/9)**	1.543	SQ.M.

Certificate of Area:
Certified that the plot under reference was surveyed by me on_____ and the dimensions of sides etc. of plot stated on plan are as measured on site and the area so worked out tallies with the area stated in document of Ownership/ T.P. Scheme Records/ Land Records Department/City Survey records.

LAND BOUNDRY SHOWS THUS
OPEN SPACE SHOWN THUS
AMENITY SPACE SHOWN THUS
ESS AND STP SHOWN THUS

OWNERS

SMMART REALTORS THROUGH PART NER

SHRI. SHAILESH NARAYAN THORANE
SHRI. SACHIN PRABHAKARRAO CHITRIVE
SHRI. NITESH NARAYAN THORANE

ARCHITECT

AR. SACHIN WAGHMARE
CA / 2011 / 53491
N.I.T.L.S.No. 2467
N.M.C.L.S.No. 613
Mob- 9096443017

AREA STATEMENT

165/1

PLOT	SIZE (M)			EA (SQ.MT	Deduct tangent (sq. mtr.)	Net Area (Sq. m.)	No. of plots (Sq. mtr.)	Total Net Area (Sq.M.)	BUILT UP AREA ON PRORATA BASIS OF EACH PLOT (E*FACTOR OF FSI) (1.54) SQR.	FRONT ROAD WIDTH M.	PERMISIBLE NORMAL FSI	PERMISIBLE BUILT UP AREA ON BASIC FSI OF EACH PLOT (SQR. MTR.)
A	B			C	D	E=(C-D)	G	H=(E*G)	I	J	K	L=I(E*K)
1	37.80	X	29.00	1096.20	7.72	1088.48	1	1088.48	1676.2592	12.00	1.10	1197.33
2	10.20	X	14.50	147.90	7.72	140.18	1	140.18	215.8772	12.00	1.10	154.20
03 TO 8	6.50	X	14.50	94.25	0.00	94.25	6	565.50	145.145	9.00	1.10	103.68
9	(8.80+9.70)/2	X	14.50	134.12	0.00	134.12	1	134.12	206.5448	9.00	1.10	147.53
10	(9.70+10.60)/2	X	14.50	147.17	0.00	147.17	1	147.17	226.6418	9.00	1.10	161.89
11 TO 16	6.50	X	14.50	94.25	0.00	94.25	6	565.50	145.145	9.00	1.10	103.68
17	10.20	X	14.50	147.90	7.72	140.18	1	140.18	215.8772	12.00	1.10	154.20
18	9.90	X	13.80	136.62	7.72	128.90	1	128.90	198.506	12.00	1.10	141.79
19 TO 24	6.80	X	13.80	93.84	0.00	93.84	6	563.04	144.5136	9.00	1.10	103.22
25	(9.40+9.90)/2	X	13.80	133.17	0.00	133.17	1	133.17	205.0818	9.00	1.10	146.49
26	(9.90+10.40)/2	X	13.80	140.07	0.00	140.07	1	140.07	215.7078	9.00	1.10	154.08
27 TO 32	6.80	X	13.80	93.84	0.00	93.84	6	563.04	144.5136	9.00	1.10	103.22
33	9.90	X	13.80	136.62	7.72	128.90	1	128.90	198.506	12.00	1.10	141.79
34	(12.50+13.60)/2	X	10.20	133.11	7.72	125.39	1	125.39	193.1006	12.00	1.10	137.93
35	(13.60+14.30)/2	X	6.50	90.68	0.00	90.68	1	90.68	139.6472	9.00	1.10	99.75
36	(14.30+15.10)/2	X	6.50	95.55	0.00	95.55	1	95.55	147.147	9.00	1.10	105.11
37	(15.10+15.80)/2	X	7.00	108.15	0.00	108.15	1	108.15	166.551	9.00	1.10	118.97
38	(15.80+16.60)/2	X	7.00	113.40	0.00	113.40	1	113.40	174.636	9.00	1.10	124.74
39	(16.60+17.50)/2	X	8.00	136.40	0.00	136.40	1	136.40	210.056	9.00	1.10	150.04
40	(17.50+18.30)/2	X	8.00	143.20	0.00	143.20	1	143.20	220.528	9.00	1.10	157.52
41	(7.39+7.50)/2	X	21.20	157.83	0.00	157.83	1	157.83	243.0582	9.00	1.10	173.61
							41	5408.67				