

NAGPUR METROPOLITAN REGION DEVELOPMENT AUTHORITY

Nagpur Improvement Trust Cultural Hall Complex,
3rd Floor, Opp. NIT's Swimming Pool, North Ambazari Road, Nagpur-440 010

APPENDIX-A-1

Form for application of Building Permission or Layout of Buildings / Group Housing development under section 18/44/46/58 of Maharashtra Regional and Town Planning Act 1966 to erect a building under Nagpur Metropolitan Region Development Authority.

From

(Name of owner)

Postal Address-.....

.....

Mobile No. -

Email Id -

To,

The Metropolitan Commissioner

Nagpur Metropolitan Region Development Authority,

Nagpur

Sir,

I/We intend to carry out development in the site / to erect, to re-erect / to make material alternation in the building on Land ____ on plot No. ____ Kh. No. _____, P.H. No. ____, Mouza _____, Tah. _____ in _____ layout and Sheet No. ____ C.T.S. No. ____ Situated at Road _____ in accordance with section 18/44/46/58 of Maharashtra Regional and Town Planning Act 1966.

I/ We forward here with the following plans and statement (as below) wherever applicable, in quadruplicate (Four Copies) and six copies in case of plans for special buildings

identified in Clause No. 6.2.6.1 of DCR signed by me/us (Name in block letters) _____ and the Architect / Licensed Engineer-I / Structural Engineer / Supervisor-I/II, the License No. () is competent as specified in Appendix 'C' of the DCR, who has prepared the plans, designs and a copy of the other statements /attested copy of documents as applicable (as below)

1. Attested copy of Receipt of payment of scrutiny fees for Building Permission.
2. Key Plan / Location plan showing road network alongwith major roads & prominent structures etc. in scale of not less 1:10,000
3. Site Plan of the land showing North direction proposed to be developed. (Quadruplicate or six copies as the case may be) in the scale not less than 1: 500.
4. **a)** Certified copy of final approved Sub-Division / Approved Layout Plan, from Collector / NMRDA / NIT / Competent Authority.
b) Certified copy of Tentative approved layout plan in case of Group Housing Project.
5. Particulars of development information (to be submitted for development other than individual buildings).(As stated at Sr. No. 9)
6. Attested copy of Release Letter from NIT / NMRDA. (Only for plotted developments)
7. Certified copy of Development Agreement / Layout Approval Letter from NMRDA / NIT / Competent Authority. (If applicable).
8. Detailed building plans showing Site plan, Road specifying width, North Direction, Nala, River, Water bodies, Forests area, High Tension electric lines along with buffer zone/ safe distance / Corridor distance as per DCR / prevailing rules, Floor Plans, Section and Elevations, Detailed built up area calculations (whole to part) for FSI, Non- FSI area showing all details specified for special building as per clause 6.2.6.1 of DCR of proposed Development work in the scale not less than 1: 100.
9. Service Plan- Showing details of Rain Water Harvesting and Solar system, etc. in building plans.
10. Particulars of development in form- **(Mark '✓' which is applicable)**
 - a)** Residential Building (Plotted plot) / Residential Group Housing
 - b)** Institutional Building.
 - c)** Commercial Building / Business Building / Mercantile Building
 - d)** Industrial Building – [Specify _____ Industry]

e) Assembly Building - [Cinema Theater / Drama Theater / Assembly Hall /

Multiplex / Mangalkaryalya like Buildings]

f) Storage Building

g) Hazardous Building

h) Educational Building:- Preprimary/ Nursery, Primary, Other Educational Buildings.

i) Petrol filling station with or without service bays.

j) Office Building / Premises

k) LPG Godown

l) Stadium / Pavilion

m) Any other please Specify _____

11. Ownership Title i.e. attested copy of :-

a) Sale deed, lease deed, latest original 7/12 record, date not more than Six (6) month prior to application.

b) In case of amalgamated plots Amalgamation letter from NIT / NMRDA alongwith Amalgamated 7/12 record, date not more than Six (6) month prior to application

c) Compliance of Clause No. 24.1 of DCR by submitting 7/12 in the name of Government of Maharashtra for area handed over affected by road if applicable.

d) Wherever third party interest created by the way of agreement to sale or mortgage etc. the registered consent of such interested person / Co owners shall be submitted alongwith the application.

e) In case the land leased by the Government or Local Authorities, No Objection Certificate of Government or such authorities be enclosed.

12. a) Comprehensive Undertaking of Owner. (Format enclosed) on Stamp Paper of Rs. 100/-

b) Comprehensive Indemnity Bond (Format enclosed) on stamp paper of Rs. 100/-

c) Plot area certificate of Architects / Licensed Engineer – I / Supervisor- I/II

(Format enclosed).

d) Plot area Affidavit of Owners (Format enclosed) on Stamp Paper of Rs. 100/-.

e) Educational Building in No Development Zone – Registration from Charitable

Commissioner

13. Current NA tax paid receipt.

14. Current year Gram Panchayat Tax paid receipt.

15. Attested Copy of No objection Certificates – **(Where ever applicable)**

a) For Special building identified in Clause No. 6.2.6.1:- NOC from Chief Fire Officer,

NMC after getting tentative approval for Fire NOC from NMRDA.

b) Whether included in polluted Industry: - Yes / No (As per list of Polluted Industries

from web site of MPCB and list of DCR of R.P.)

c) For Industry: - Consent to Establish from MPCB.

d) For Petrol Pumps & LPG Godowns, letter of Intent from Petroleum Company and NOC

from Explosive Department. For Godowns and Factory for combustible Material NOC

from Explosive Department.

e) NOC from Railway- Land adjoining to Railway Land, building within 30.00M distance

of railway Boundary.

- f)** Airport Authority: - NOC from Civil Aviation Authority for Land / plots / Industrial Chimneys in vicinity of Aerodrum and Building / Chimneys having more than 24.00 M heights.
- g)** Defence Authority:- Adjoining to Defence Lands.
- h)** For Saw Mill:- NOC from Forest Department.
- i)** For Religious Buildings: - N.O.C. from concerned Police Authority and Collector.
- j)** For Industrial Chimneys:- N.O.C. from Chief Inspector of Steam Boilers & Smoke Nuisance.
16. Attested copy of N.A. order. (Excluding plots having release letter).
17. Attested copy of ULC order, if applicable.
18. For total Covered Built Up area (FSI + Non FSI) exceeding 5000 sq.mt. and upto 20000 sq.mt. Certification by the Qualified Building Environment Auditors Report and Self Declaration of owner to comply with the Environment Conditions (Appendix XIV) as per Government G.R . dated – 15/03/2017 alongwith summary of audit report.

Environment Consultant

Name:-

Licensed Number:-

Validity Upto:-

Issuing Authority:-

19. Total Covered Built Up area (FSI + Non FSI) exceeding 20,000 sq.mt. Environment Clearance from Competent Authority, after getting tentative approval from NMRDA.
- 20 . Structural Sufficiency Certificate duly signed by all Owners and Structural Engineer / Architects / Licensed Engineer – I as per competency specified in Appendix ‘ C ‘ of the DCR alongwith attested Copy of qualification and Validity of L.S. No. of Architect or Engineer.

Architect/Structural Engineer/ Licensed Engineer- I

Name:-

Licensed Number:-

Validity Upto:-

Competency Upto _____ Sqm _____ Upto

Floors _____ height _____ meters

Issuing Authority:-

21) For plots on surplus declared land of sanctioned Layout under ULC Act 1976, No

Objection Certificate for the proposed construction of commercial building /

residential multi family building from the Additional Collector and the Competent

Authority Urban Land Ceiling Department as per the Government Decision , Urban

Development Department No. ULC /b2209/15/ULC-2 dated 30/06/2009

I request that the proposed development / construction may be approved and permission accorded to me to execute the work.

1) Signature of owner / POA _____

Name of owner _____

Postal address of owner _____

Tel. No. :- _____

Mobile No. :- _____

Email Id :- _____

2) Seal and Signature of Architect / Structural Engineer / Licensed Engineer – I/ Supervisor – I/II

Dated _____

Note :- Please strike out whichever is not applicable.

APPENDIX-B

(Regulation No. 6.2.9)
FORM FOR SUPERVISION

To,

The Building Engineer (N.M.R.D.A.),
Nagpur

Sir,

I hereby certify that the development / erection / re-erection / demolition of material alteration in / or Building..... On / in Plot No. Kh. No. P.H. No. Mouza Tah..... in Layout and sheet No..... C.T.S. No..... Situated at Road / street shall be carried out under my supervision and I certify that all the materials (type and grade) and the workmanship of the work shall- be generally in accordance with the general specification submitted along with, and that the work shall be carried out according to the sanctioned plans. I shall solely responsible for the execution of the work in all respect: failing which I shall be Liable for the cancellation of registration in case of License Engineer- I / Supervisor- I/II / Structural Engineer and in case of Architects debaring from Practice in N.M.R.D.A. with intimation to the Council of Architects.

As per Appendix ‘C’ of DCR I certify that I have qualifications and competence to submit plans upto _____ sq. mt. _____ floors, and _____ height, I know my duties and responsibilities for supervision of the proposed construction.

I am/★I am not competent to submit structural Sufficiency Certificate upto _____ sq. mt. and _____ Floors and _____ height.

License No. / L.S. No./ _____

Seal and Signature of the Architect / Licensed Engineer- I / Structural Engineer/ Supervisor – I/II
Experience in year

Name of Architect / Licensed Engineer-I / Structural Engineer / Supervisor-I/II

Address of Architect / Licensed Engineer- I / Structural Engineer / Supervisor- I/II

Educational qualification of L.S. / Architect / Engineer-I /Structural Engineer / Supervisor I/II

B Arch / M Arch / BE Civil / M Tech /

Diploma in Civil / Draftsman

Mobile No :-

Experience _____ in years.

Email ID :-

★ Seal &Signature of the Structural Engineer.....

Name of Structural Engineer (in block Letters).....

Address of Structural Engineer.....

Educational qualification of Structural Engineer.....

Mobile No :-

Experience _____ in years.

Email ID :-

FORM GIVING PARTICULARS OF DEVELOPMENT

(PART OF APPENDIX A-.....ITEM 4)

1.	(a) (i) Full Name of Applicant	-----
	(ii) Address of applicant	-----
	(iii) e-mail ID	-----
	(iv) Mobile No.	-----
	(b) Name and address of Architect/ licensed Engineer/ Structural Engineer/ Supervisor employed.	-----
(c) No. and date of issue of License	-----	
2.	Is the plot affected by any reservations or road lines? If yes, are these correctly and clearly marked on the block plan?	-----
3.	(a) What is the total area of the plot according to the document?	-----
	(b) Does it tally with the Revenue/CTS Record	-----
	(c) What is the actual area available on site measured by Architect/licensed Engineer/Structural Engineer / Supervisor	-----
	(d) Is there any deduction in the original area of the plot on account of road lines or reservation. Please state the total area of such deductions?	-----
	(e) If so, what is the net area?	-----
The permission shall be based on the area whichever is minimum. (Note: Above details shall also be mentioned on building plan submitted for approval)		
4.	Are all plans as required under Regulation No.6.2 enclosed?	-----
5.	(a) Is the plot of a city Triangulation Survey Number, Revenue Survey Number or Hissa Number of a Survey Number or a Final Plot Number of a Town Planning Scheme or a part of an approved layout?	-----
	(b) Please state Sanction Number and Date of Sub-division / Layout	-----
6.	(a) In what zone does the plot fall?	-----
	(b) What is the permissible F.S.I. of the zone?	-----
7.	(a) Is the use of every room in the proposed work marked on the plans?	-----
	(b) Is it in accordance with the regulations?	-----
	(c) Does the use of the building, fall in the category of special types of buildings like, cinema halls, theatres assembly halls, stadia, buildings for religious purpose, hospital buildings, educational buildings, markets and exhibition halls etc.?	-----
8.	If the work is in connection with an industry :	-----
	(a) Please briefly describe the main and accessory process.	-----

	(b) Please state the maximum number of workmen and the total horse power likely to be employed per shift in the factory	-----
	(c) Is the proposal for relocation of an existing industry, if so give the name and address of existing industry?	-----
	(d) Will the building be at 23 m. away from the boundary of a residential and commercial zone?	-----
	(e) Nature and quantum, of industrial waste/effluents and method of disposal.	-----
9.	(a) What is the average?	
	(i) prescribed width of road on which plot is fronting?	
	(ii) existing width of the street? (If the plot abuts on two or more streets, the above information in respect of all streets should be given)	
	(b) What is the height of the building above the average ground level of the plot	
	(c) Does it comply with the Regulation	
10.	(a) If there are existing structures on the plot	
	(i) Are they correctly marked and numbered on the site plan?	
	(ii) Are those proposed to be demolished Immediately and hatched in yellow colour?	
	(iii) What is the plinth area and total floor area of all existing structures to be retained? (Please give details confirming to the plan submitted)	
	(b) What is the plinth area and total floor area of the proposed work? (Please give details confirming to the plan submitted)	
11.	(a) Please state the plinth area and total floor area, existing and proposed (total of Item No.10 (a)(iii) and 10(b))	
	(b) Please state the overall F.S.I. (Item 11 (a) divided by Item 3 (e))	
	(c) Does the work consume the full F.S.I. of the plot, as given in Item 6 (b)?	
	(d) Is the Building proposed with setbacks on upper floors?	
12.	(a) What is the width of the front open space? If the building abuts two or more streets, does the front open space comply with Regulation?	
	(b) Please state which of the following rule is applicable for the front open spaces : Chapter IV and does the front open space comply with that rule?	

13.	(a) What is :	
	(i) the width of the side open space (s)?	
	(ii) the width of the rear open space(s)?	
	(iii) the distance between buildings?	
	(b) Are there two or more wings to the buildings ? If so, are the open spaces separate or distinct for each wing?	
14.	(a) What are the dimensions of the inner or outer chowk?	
	b) (i) Is / are room (s) dependent for its light and ventilation on the chowk ? If so, are the dimensions of the chowk as required for each wing of the building?	
	(ii) If not, is the area equal as per Regulation No.15.2?	
15.	If the height of the building is more than 14 meter above the average ground level, is provision for lifts made ?	
	(a) If so, give details of lift.	
	(b) Details of Fire Lift.	
16.	(a) Does the building fall under purview of Regulation No.6.2.6.1?	
	(b) If so, does the proposed fire protection requirements confirm to Part V?	
	(c) If not, give reasons for non conformity	
	(i)	
	(ii)	
(iii)		
17.	(a) (i) What are the requirements of parking spaces under the Regulations ?	
	(ii) How many are proposed?	
	(b) (i) Area loading-unloading spaces	
	(ii) If so, what is the requirement?	
(iii) Now many are proposed?		
18.	(a) (i) What are the maximum widths of balconies ?	
	(ii) Will they reduce the required open spaces to less than the provisions of Regulations ?	

	(iii) Do they serve as a passage to any part of the building?	
	(iv) What is their total area?	
	(b) What is the maximum width of weather frames, Sunshades (Chajja), Sun breakers, cornice, eaves or other projection ?	
	(c) (i) Are any porches / Canopies proposed ?	
	(ii) Are they in compliance with Regulation No.15.4.1(b)?	
19.	(a) What is the width of the means of access ?	
	(b) Will it be paved, drained & kept free of encroachment?	
20.	Is recreational or amenity open space provided as required under Regulation No.13.3 & 13.3.11?	
	(a) Are any accessory buildings proposed? If so, for what purpose?	
	(b) What are their heights?	
	(c) Are they 7.5 m away from the street or front 1.5 m. from other boundary?	
	(d) Is their area calculated in F.S.I.?	
21.	(a) What is the proposed height of the compound /boundary wall? Is it at a junction?	
	(b) Is it in compliance with Regulation No.17.16?	
22.	(a) Is the proposal in the Air Port Zone?	
	(b) Is a "No. Objection certificate" for height is obtained?	
23.	Does the proposal fall in any of the restricted zones?	
24.	(a) Does any natural water source pass through the land under development ?	
	(b) Is necessary setback provided as per Regulation No.11.1.(b)?	
25.	Is the plinth level proposed to be above the level of the surrounding ground level?	
26.	The details of the materials to be used in construction with specification are as below:	
	Roofs	
	Floors	
	Walls	
	Columns	
	Any other material	

27.	The number of water closet, urinals, kitchens, washbasins, baths to be provided are as follows –					
		Water closets	Baths	Urinals	Wash Basins	Kitchens
	Existing					
	Proposed					
28.	Details of the source of water to be used in the construction					
29.	Distance from the sewer.					
30.	How much municipal land will be used for stacking building material?					
31.	Please explain in detail in what respect the proposal does not comply with the Development Control Regulations and the reasons there for, attaching a separate sheet if necessary.					

I hereby declare that I am the owner / lessee in possession of the plot on which the work is proposed and that the statements made in this form are true and correct to the best of my knowledge.

Date : / /

Signature of the Applicant.

Address : -----

Form of certificate to be signed by the Architect / Licensed Engineer / Structural Engineer / Supervisor employed by the Applicant

I, (Name.....) have been employed by the applicant as his Architect / Licensed Engineer / Structural Engineer / Supervisor. I have examined the boundaries and the area of the plot and I do hereby certify that I have personally verified and checked all the statements made by the applicant who is the owner/ lessee in possession of the plot as in the above form and found them to be correct.

Date : / /

Signature of Architect / Licensed
Engineer/Structural Engineer/
Supervisor

Address :
E_mail ID :
Mobile No.:

FORM OF STATEMENT 1 [Sr. No. 10 (a) (III)] Existing Building to be retained				
Existing Building No.	Floor No.	Plinth Area	Total Floor Area of Existing Building	Use / Occupancy of Floors.
(1)	(2)	(3)	(4)	(5)

FORM OF STATEMENT 2 [Sr. No. 10 (b)] Proposed Building				
Building No.	Floor No.	Area Of	Total Floor Area of Proposed work	Use / Occupancy of Floors.
(1)	(2)	(3)	(4)	(5)

List of Documents to be submitted for Sanction of Building Plans in Nagpur

Metropolitan Development Authority Area

1. Attested copy of Receipt of payment of scrutiny fees for Building Permission.
2. Key Plan / Location plan showing road network alongwith major roads & prominent structures etc. in scale of not less 1:10,000
3. Site Plan of the land showing North direction proposed to be developed. (Quadruplicate or six copies as the case may be) in the scale not less than 1: 500.
4. **a)** Certified copy of final approved Sub-Division / Approved Layout Plan, from Collector / NMRDA / NIT / Competent Authority.
b) Certified copy of Tentative approved layout plan in case of Group Housing Project.
5. Particulars of development information (to be submitted for development other than individual buildings).(As stated at Sr. No. 9)
6. Attested copy of Release Letter from NIT / NMRDA. (Only for plotted developments)
7. Certified copy of Development Agreement / Layout Approval Letter from NMRDA / NIT / Competent Authority. (If applicable).
8. Detailed building plans showing Site plan, Road specifying width, North Direction, Nala, River, Water bodies, Forests area, High Tension electric lines along with buffer zone/ safe distance / Corridor distance as per DCR / prevailing rules, Floor Plans, Section and Elevations, Detailed built up area calculations (whole to part) for FSI, Non- FSI area showing all details specified for special building as per clause 6.2.6.1 of DCR of proposed Development work in the scale not less than 1: 100.
9. Service Plan- Showing details of Rain Water Harvesting and Solar system, etc. in building plans.
10. Particulars of development in form- **(Mark '✓' which is applicable)**
 - a)** Residential Building (Plotted plot) / Residential Group Housing
 - b)** Institutional Building.
 - c)** Commercial Building / Business Building / Mercantile Building
 - d)** Industrial Building – [Specify _____ Industry]
 - e)** Assembly Building - [Cinema Theater / Drama Theater / Assembly Hall /

Multiplex / Mangalkaryalya like Buildings]

- f)** Storage Building
- g)** Hazardous Building
- h)** Educational Building:- Preprimary/ Nursery, Primary, Other Educational Buildings.
- i)** Petrol filling station with or without service bays.
- j)** Office Building / Premises
- k)** LPG Godown
- l)** Stadium / Pavilion
- m)** Any other please Specify _____

11. Ownership Title i.e. attested copy of :-

- a)** Sale deed, lease deed, latest original 7/12 record, date not more than Six (6) month prior to application.
- b)** In case of amalgamated plots Amalgamation letter from NIT / NMRDA alongwith Amalgamated 7/12 record, date not more than Six (6) month prior to application
- c)** Compliance of Clause No. 24.1 of DCR by submitting 7/12 in the name of Government of Maharashtra for area handed over affected by road if applicable.
- d)** Wherever third party interest created by the way of agreement to sale or mortgage etc. the consent of such interested person / Co owners shall be submitted alongwith the application.
- e)** In case the land leased by the Government or Local Authorities, No Objection Certificate of Government or such authorities be enclosed.

12. **a)** Comprehensive Undertaking of Owner. (Format enclosed) on Stamp Paper of Rs. 100/-

b) Comprehensive Indemnity Bond (Format enclosed) on stamp paper of Rs. 100/-

c) Plot area certificate of Architects / Licensed Engineer – I / Supervisor- I/II

(Format enclosed).

d) Plot area Affidavit of Owners (Format enclosed) on Stamp Paper of Rs. 100/-.

e) Educational Building in No Development Zone – Registration from Charitable

Commissioner

13. Current NA tax paid receipt.

14. Current year Gram Panchayat Tax paid receipt.

15. Attested Copy of No objection Certificates – **(Where ever applicable)**

a) For Special building identified in Clause No. 6.2.6.1:- NOC from Chief Fire Officer,

NMC after getting tentative approval for Fire NOC from NMRDA.

b) Whether included in polluted Industry: - Yes / No (As per list of Polluted Industries

from web site of MPCB and list of DCR of R.P.)

c) For Industry: - Consent to Establish from MPCB.

d) For Petrol Pumps & LPG Godowns, letter of Intent from Petroleum Company and NOC from Explosive Department. For Godowns and Factory for combustible Material NOC from Explosive Department.

e) NOC from Railway- Land adjoining to Railway Land, building within 30.00M distance of railway Boundary.

f) Airport Authority: - NOC from Civil Aviation Authority for Land / plots / Industrial Chimneys in vicinity of Aerodrum and Building / Chimneys having more than 24.00 M heights.

g) Defence Authority:- Adjoining to Defence Lands.

h) For Saw Mill:- NOC from Forest Department.

i) For Religious Buildings: - N.O.C. from concerned Police Authority and Collector.

j) For Industrial Chimneys:- N.O.C. from Chief Inspector of Steam Boilers & Smoke Nuisance.

16. Attested copy of N.A. order. (Excluding plots having release letter).

17. Attested copy of ULC order, if applicable.

18. For total Covered Built Up area (FSI + Non FSI) exceeding 5000 sq.mt. and upto 20000 sq.mt. Certification by the Qualified Building Environment Auditors Report and Self Declaration of owner to comply with the Environment Conditions (Appendix XIV) as per Government G.R . dated – 15/03/2017 alongwith summary of audit report.

Environment Consultant

Name:-

Licensed Number:-

Validity Upto:-

Issuing Authority:-

19. Total Covered Built Up area (FSI + Non FSI) exceeding 20,000 sq.mt. Environment Clearance from Competent Authority, after getting tentative approval from NMRDA.

20 . Structural Sufficiency Certificate duly signed by all Owners and Structural Engineer / Architects / Licensed Engineer – I as per competency specified in Appendix ‘ C ‘of the DCR alongwith attested Copy of qualification and Validity of L.S. No. of Architect or Engineer.

Architect/Structural Engineer/ Licensed Engineer- I

Name:-

Licensed Number:-

Validity Upto:-

Competency Upto _____ Sqm _____ Upto

Floors _____ height _____ meters

Issuing Authority:-

- 21) For plots on surplus declared land of sanctioned Layout under ULC Act 1976, No
Objection Certificate for the proposed construction of commercial building /
residential multi family building from the Additional Collector and the Competent
Authority Urban Land Ceiling Department as per the Government Decision , Urban
Development Department No. ULC /b2209/15/ULC-2 dated 30/06/2009

Comprehensive Undertaking

(On Rs. 100/- Stamp Paper and Notarised)

To,
The Metropolitan Commissioner,
NMRDA, Nagpur.

Sub: Proposed _____ Building on property bearing land/Plot No. _____,
Kh. No. _____, P.H.No. _____ of Mouza _____
Tah. _____ Dist. Nagpur in layout _____
Sheet No. _____, CTS No. _____ Situated at road _____

Ref

Dear Sir,

I/We _____ of M/s. _____ having
office at _____, Owner / Partner / Developer / C.A. to Owner of the above
referred property.

The area of the plot under reference is _____ sq.mtrs.

I/ We do hereby agree and undertake as under:

(strike off whichever is not applicable)

General

1. To obtain Environmental Clearance from Competent Authority before construction area exceeds 20,000 sqmt.
2. To obtain NOC from civil Aviation Authority for land/plots in vicinity of Aerodrum and Building having more than 24.0 M heights.
3. To comply and maintain on site records of quality of work, verification report etc.
4. To carry out work at site between sunrise and sunset.
5. To comply with the norms of Pollution control board for maintaining noise level.
6. To display board at site.
7. To maintain Street Lights till the road is handed over to Competent Authority.
8. To allow NMRDA to lay down services in the plots leased to me by NMRDA (where lands are owned by NMRDA).

For No Misuse

9. Not to misuse Basement / Terraces / Stilt / Service Floor / Fire Check Floor, Elevation features, Fitness Centre, Society Office, Servant's Toilet and Meter Cabin.
10. To use area approved for parking for the purpose of parking only.

Adjoining Property Development

11. That I will not object the development of adjoining plots on all sides with deficiency in open spaces if taken place in future.

Any Draft Development Plan/Planning Proposal Published u/s 26 of MR&TP Act, 1966

12. To hand over the land affected by proposed road/road widening to

Competent Authority, free of cost, and free from all encumbrances and to transfer the land affected by proposed road / road widening as per Draft Development Plan/Planning Proposal Published u/s 26 of MR&TP Act, 1966, if any, for any SPA Area in the name of Competent Authority in P.R. Card within six month from the date of sanction of the said Draft Development Plan/Planning Proposal by State Govt.

13. That we are fully aware that the plot is affected by proposed road/road widening/reservation under Draft Development Plan/Planning Proposal Published u/s 26 of MR&TP Act, 1966 and we are being allowed to claim the full potential of the plot including the area going under proposed road/ road widening as the said Draft Development Plan/Planning Proposal is not yet sanctioned.
14. That by virtue of we are being allowed the full potential of the plot including permissible TDR till sanction of Draft Development Plan/Planning Proposal, we have been adequately compensated for the land falling under the proposed road/road widening and shall not claim compensation in any form subsequently as and when the proposed road/road widening under Draft Development Plan/Planning Proposal is finally sanctioned by the State Govt.

Demolition of Existing Structures

15. To demolish the existing structures shown to be demolished on plans as per phase program submitted by our Architects M/s._____.

Tree Cutting

16. There are _____ nos. of trees on the plot.

17. To transplant _____ nos. of trees and not to cut beyond _____ nos. of trees as approved by the concerned Tree Authority.
18. To plant _____ Nos. of trees in lieu of cutting of trees as per norms before applying for Occupancy Certificate.
19. To plant ____ Nos. of trees as per norms in aggregate at site before applying for Occupancy Certificate.
20. _____ Sqm is available for the plantation of the new trees on the plot under reference / As there is no sufficient space I have obtained special permission from superintendent of Garden (S.G) and Tree Officer (T.O) for Compensatory plantation at _____.
21. To plant new trees having height more than 5 (Five) feet & circumference more than 6" of proposed Indian varieties of plants recommended for plantation by Tree Authority as per the Tree Act .To carry out standard maintenance and take utmost care of survival of the trees.
22. The requisite no. of trees will be planted as per the norms of Tree Authority as prescribed in Schedule I herein under. I further undertake to plant trees properly and preserve existing trees as well as newly planted trees in proper manner. Care will be taken for proper growth of the trees and
23. I/We will not cut / transplant the trees for which the permissions is granted by the Tree Authority until 15 days after permission is given to fell a tree and will plant two (2) new trees in lieu of one tree permitted to fell within 30 days from the date of tree/trees is /are felled and will immediately report the same to the concerned Tree Authority.
24. To comply with all existing requirements with regard to and in connection with the Bye- laws, Rules and Regulations framed by Tree Authority (T.A) from time to time.
25. To maintain and preserve such information, plans and inventory pertaining to the above said plot for such period as may be specified by tree Authority (T.A) / Superintendent of Garden (S.G) from time to time.
26. To permit Tree Authority or any other authority appointed by it for inspection, access to all site as well as approved plans & other document as may be required therefore.
27. I hereby undertake to abide by the orders issued under the Maharashtra (Urban Areas) Protection and Preservation of Trees Act
28. To abide by the Bye- laws introduced/ modified from time to time up to the date of

NOC.

29. To take all necessary measures to preserve and protect all the existing trees and the newly planted on the plot referred above.
30. To comply with terms and conditions as mentioned in the permission letter issued by Tree Authority.
31. As per the direction of Tree Authority, I hereby agree to submit the photographs taken while transplanting of trees And the C.D. of the transplantation of the trees so as to ensure proper transplantation of the trees for obtaining NOC for OC to the concerned Tree Authority.
32. I am aware that the failure to comply with the Maharashtra (Urban Areas) Protection and Preservation of Trees Act of 1975 will attract the legal actions as per the provisions of the said Act.

Mechanized Parking

33. To equip Mechanized Parking with safety measures and the same will be maintained permanently in safe condition to avoid any mishap and shall give an indemnity bond indemnifying NMRDA and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system/nuisance due to mechanized system to any person.

Advance Connection

34. To take advance connections (not commissioned) for utilities and services before applying for grant of permission above plinth level from Competent Authority.

Water connection

35. To pay on demand additional deposit if any over and above amount already deposited to the Competent Authority.
36. To remove the pipe fittings when called upon to do so by the Competent Authority.
37. To make payment for Permanent Water Connection as may be legally payable to the Competent Authority.
38. Not to use Municipal water for construction purpose.

Storm Water Drain

39. To allow the Competent Authority personnel to enter afore said property along with vehicles and machinery for cleaning of the nallah.

40. To maintain the smooth flow of drainage of S.W.D arrangements for all the times.
41. That the Internal S.W.D arrangements shall be maintained clean, desilted regularly, maintained/repared reconstructed if required in future by me, my successors and heirs also/Assigns/Co-op Society /Successors that may be formed subsequently.
42. To allow proposed Municipal/ Gram Panchayat SWD / SWD from adjoining plot owners to be connected to the internal SWD of the plot in future if required by the Competent Authority.

Sewerage and STP

43. To rectify at our cost any obstruction and defects caused because of the Drainage arrangement.
44. To immediately connect, at my / our cost, the drainage line to the underground sewer as soon as the same is laid by the Competent Authority.
45. To pay pro- rata charges for laying/up sizing sewer on existing roads as and when demanded by the Competent Authority in future.
46. To pay security deposit towards the dewatering and de-sludging the Sewage Treatment Plant in case of complaints to the Competent Authority.

Debris Management

47. To give details of quantity of debris created due to the development of the proposed building and phase program for the removal of the said debris will be submitted to the Competent Authority and followed scrupulously.

Tanker Water Usage

48. To transport the said well water, we will use tankers having RTO registration Nos. with the permission from Competent Authority.
49. To fill the tankers inside the premises.
50. Not to unload said well water in drinking water underground water tank at any point or whenever supply the well water.

Borewell / Well

51. To maintain and keep the mouth of the well in mosquito-proof condition.
52. To affix and display the notice board at a conspicuous point indicating that "WATER NOT FOR DRINKING PURPOSE".
53. To lay down independent pipe line painted in a conspicuous colour(RED) for

carrying water from the tube well to the place where it is needed.

54. Not to use the water of the tube well for portable purpose such as drinking, cooking etc.
55. To make adequate arrangements to dispose of waste water and spillage by connecting it to municipal sewer and water will not be allowed to accumulate.
56. Not to intermix the municipal water supply and the water of the tube well at any point and the tube well water will be stored in the separate standard pattern mosquito proof tank TOTALLY ISOLATED FROM EACH OTHER and shall also be provided with safe easy and permanent access.
57. The water pumped out or drawn from the tube well will not be tapped or used for any other purpose other than feeding a mosquito –proof tank meant for not potable purpose.
58. The tube well will be close sunk into ground until final fittings are provided with properly fitting plug during the period when boring operations are not actually going on.
59. All the pits dug will be filled-in, in this connection with good earth after the boring operations are complete.
60. The responsibility of Maintenance of well shall be transferred to a new owner/society with the intimation to this office in case of the transfer of the property.

For Water Storage

61. To provide safe, easy and permanent means of access to every water storage and system in the building / layout or associating with the same as per relevant requisition on insecticide branch of public health department.
62. To make all water storages in the above mentioned property completely mosquito Proof by providing all the components and members of such tanks in the fashion & design prescribed by the insecticide branch of public health department.

Vermiculture

63. To maintain the vermi-composting bin as proposed at our own cost and supervision.
64. To pay the penalty charges as framed by the Competent Authority in case of failure of maintenance.

Temporary Shed and Labour Camp

65. That, the exact location of the Temporary Shed /Labour Camp at the premises situated at shall be strictly as shown in the accompanying sketch of the proposed temporary shed.
66. That, the material for side and top covering used for the Temporary Shed /Labour Camp shall be either tarpaulin or G.I.Sheets.
67. That we shall not do any sort of pucca or permanent construction of any nature on this temporary permission.
68. That the temporary shed shall be constructed to the approved size and measurement and we shall not exceed the permitted area.
69. That if we fail to remove the Temporary Shed /Labour Camp on or before the date of expiry i.e. the date of application for OC (for single building)/ on Completion of Layout. NMRDA without notice to us may remove the same at our risk and cost and the demolition charges may be recovered from the deposit paid for this purpose and the security deposit paid by us may be forfeited.

Preservation and handing over of Documents

70. That I will preserve and maintain the following documents.
 - a. Ownership documents
 - b. Copies of C.C., Plinth Certificate/ Occupation Certificate, subsequent amendments. and corresponding canvass mounted plans.
 - c. Copies of Soil investigation reports.
 - d. RCC details and canvas mounted structural drawings.
 - e. Structural Stability Certificate from Licensed Structural Engineer.
 - f. Supervision certificate issued by the Licensed Site Supervisor.
 - g. Building completion certificate issued by Licensed Surveyor / Architect.
 - h. NOC and completion certificate issued by the Chief Fire Officer.
 - i. Fire safety audit carried out as per the requirement of Chief Fire Officer.
71. I shall handover the aforesaid to the end user / prospective society within the period of 90 days after obtaining the occupation certificate.
72. I will incorporate the necessary conditions to affect this in the agreement / supportive agreement so that the end user / prospective society take over the above said documents from me.
73. That I will incorporate the necessary condition in the sale agreement/ supportive agreement that the prospective society/end user shall preserve and maintain the above said documents/plans and shall also preserve and maintain the subsequent periodical structural audit reports and repair

history and to check and to carry out fire safety audit time to time as per the requirement of C.F.O. through the authorized agencies of respective Municipal Corporations. The end user/ prospective society shall carry out necessary repairs/structural audit/fire audits at regular intervals.

74. That the clauses will be incorporated in flat's sale agreement of prospective buyers/members stating:

- a. That the Building under reference is deficient in open spaces and NMRDA will not be held liable for the same in future.
- b. That the buyer/m e m b e r agrees for no objection for the neighborhood development with deficient open space in future.
- c. That the buyer/m e m b e r shall not hold NMRDA liable for failure of mechanical parking system/car lifts in future.
- d. That t h e b u y e r / m e m b e r shall not hold NMRDA liable for t h e proposed inadequate sizes of rooms in future.
- e. That the condition for not complaining regarding inadequate maneuvering space of car parking to NMRDA in future.

75. To make members/prospective buyers aware of utilization of FSI with premium and clause to that effect will be incorporated in flat sale agreement.

Applicable in case of ULC

76. I / We state with true declaration that the aforementioned property having area _____ sq. mtr. belongs to me / us and as the said area falls in

requirement of C.F.O. through the authorized agencies of respective Municipal Corporations. The end user/ prospective society shall carry out necessary repairs/structural audit/fire audits at regular intervals.

74. That the clauses will be incorporated in flat's sale agreement of prospective buyers/members stating:

- a. That the Building under reference is deficient in open spaces and NMRDA will not be held liable for the same in future.
- b. That the buyer/m e m b e r agrees for no objection for the neighborhood development with deficient open space in future.
- c. That the buyer/m e m b e r shall not hold NMRDA liable for failure of mechanical parking system/car lifts in future.
- d. That t h e b u y e r / m e m b e r s h a l l n o t h o l d N M R D A l i a b l e f o r t h e proposed inadequate sizes of rooms in future.
- e. That the condition for not complaining regarding inadequate maneuvering space of car parking to NMRDA in future.

75. To make members/prospective buyers aware of utilization of FSI with premium and clause to that effect will be incorporated in flat sale agreement.

Applicable in case of ULC

76. I / We state with true declaration that the aforementioned property having area _____ sq.m. belong to me / us and as the said area fall in urban complex as per ULC Act, 1976 which was applicable earlier. I/ We did not file the statement with the Competent Authority as per Section 6 (1) of ULC Act, 1976.

The award was declared on the file statement as per Section 8(4) of ULC Act, and area admeasuring _____ is declared as permissible and area adm. _____ as surplus / No surplus area on the site is declared under ULC Act.

Now we wish to sell / develop the said area and the said area is declared permissible / surplus vide ULC Act, 1976. In view of above, I declare the following facts.

- 1) The scheme has been approved / has not been approved on the surplus land vide section 20/21 of ULC Act.
- 2) No action has been taken under section 10(3) and 10(5) of ULC Act, 1976 for the said surplus land.
- 3) No orders have been issued by the Govt. for the said land / as per orders issued, the penalty fee is paid and no crime is pending.

All the contents in this affidavit and bond are true and correct and in case it is found to be false or in case any dispute arises in future, the transactions or sale / Development

Permission shall be liable to be cancelled and I / We shall be liable for punishment as per provision of Indian Penal Code, 1980. I/We are aware that the said crime is criminal in nature. Similarly, as per civil procedure code 1908 and other prevailing procedures of law. I shall be personally responsible to pay for the loss of the Govt. I am giving this undertaking vide this affidavit and bond.

Applicable in case of TDR Use on the property .

77. That we have shall purchase TDR under the adequately stamped Agreement.

Applicable in case of Advance Possession of Accommodation Reservation and Non-Buildable Reservation.

78. To comply with all the formalities for grant issue of T.D.R. in lieu of land earmarked for _____ open space for plot under reference.

79. To undertake that in case of any litigation pending before any Authority in respect of the land and or construction there on then till the suit is disposed /decided by the Hon. Court/Authority the land earmarked for open spaces will be protected by us (if applicable).

80. To confirm the area under reservation from CTSO/TLR and submit the application to transfer the ownership in the name of NMRDA.

This undertaking will be binding not only on me for the time being but shall be binding on all Directors of the company, administrators, executors, assignees or whosoever derives title to the property under reference through or under me.

SOLEMNLY AFFIRMED AT NAGPUR,
THIS _____ DAY OF _____ 20____

M/s.

Name & Signature

Comprehensive Indemnity

(On Rs. 100/- Stamp Paper and Notarized)

To,
The Metropolitan Commissioner,
NMRDA, Nagpur.

Sub: Proposed _____ Building on property bearing Land/Plot No. _____ ,
Kh. No. _____, P.H.No. _____ of Mouza _____
Tah. _____ Dist. Nagpur in layout _____
Sheet No. _____ , CTS No. _____ Situated at road _____

Ref.

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- 1) This deed of Indemnity is made this _____ day of _____ month _____ year between Shri. _____ residing at _____ hereinafter referred to as "the Obligors" (in which expression are included unless such inclusion is inconsistent with the context their heirs executors, administrators and assigns) of the First Part and The Nagpur Metropolitan Region Development Authority, hereinafter referred to as NMRDA having their office at NMRDA Nagpur Improvement Trust Cultural Hall Complex, 3rd Floor, Opp. NIT's Swimming Pool, North Ambazari Road, Nagpur-440 010 (in which expression are included unless such inclusion is inconsistent with the context, its successor or successors and assigns) of the Second Part .
- 2) AND WHEREAS NMRDA has granted permission to construct vide Sanctioned Layout bearing no. _____ dated _____ and/or vide CC no. _____ dated _____ for development at _____.
- 3) And whereas various other permission will be granted on the basis of documents to be submitted by the obligor from time to time. (All the permissions including Sanctioned Layout and CC shall collectively referred to as "Various Permissions" for this indemnity.)
- 4) And whereas for issue of such other permissions, the Obligor has registered an undertaking to abide with Various Permissions and the contents therein.
- 5) And whereas in continuation to the said undertaking, the Obligor hereby execute the Indemnity Bond in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSES that in pursuance of the facts mentioned by the Obligors and in consideration on the terms, the Obligors do hereby bind himself and their executors, administrators and assigns covenant with the NMRDA hereinafter save harmless and indemnify NMRDA against all actions,

claims, damages, demand of any nature of kind whatsoever which may be instituted, prepared, claimed or made against NMRDA and the Commissioner or either of them.

The Obligors further undertake to NMRDA to abide by the terms and conditions of the said Various Permission as well as to perform and act according to the term and conditions of the said Various Permission and if there is any complaint, dispute in respect of the same, the obligors save and keep harmless and indemnify NMRDA and the Commissioner or either of them from and against all actions, act, causes, claims, damages, demand of any nature and kind whatsoever which may be instituted, prepared, claimed or be made against NMRDA and the Commissioner or either of them.

The Obligors further undertake to NMRDA against any actions, claims, damages, suits, costs and charges, losses or injuries or demands of any nature whatsoever on account of any facts suppressed and permissions obtained by fraudulent documents / means on the site under reference and if there is any complaint, dispute or claim in respect of the same, the obligors save and keep harmless and indemnify NMRDA and the Commissioner or either of them from and against all actions, act, causes, claims, damages, demand of any nature and kind whatsoever which may be instituted, prepared, claimed or be made against NMRDA and the Commissioner or either of them.

The Obligors further undertake to NMRDA against any claims, damages, suits, costs and charges, losses or injuries to the occupants workers, employees or any persons visiting the site under reference while carrying out construction work and if there is any complaint, dispute or claim in respect of the same, the obligors save and keep harmless and indemnify NMRDA and the Commissioner or either of them from and against all actions, act, causes, claims, damages, demand of any nature and kind whatsoever which may be instituted, prepared, claimed or be made against NMRDA and the Commissioner or either of them.

The Obligors further undertake to NMRDA against any claims, damages, suits, costs and charges, losses or injuries to the occupants workers, employees or any persons in the vicinity of the site under reference while carrying out construction work and if there is any complaint, dispute or claim in

respect of the same, the obligors save and keep harmless and indemnify NMRDA and the Commissioner or either of them from and against all actions, act, causes, claims, damages, demand of any nature and kind whatsoever which may be instituted, prepared, claimed or be made against NMRDA and the Commissioner or either of them.

The Obligors further undertake to NMRDA that NMRDA, its officers and servants will be held harmless and indemnified from and against all losses, suits, damages, costs, charges, claims and demands whatsoever including the claim under the Workmen's Compensation Act 1923, which the NMRDA, their officers and servants sustain or incur or become liable to pay by reason or in consequence of any injury to any person or to a third party whether resulting directly or indirectly from existence and / or use of the well water and well or occurred through any accident or adverse effect.

The Obligors further undertake to NMRDA against any claims, damages, suits ,costs and charges arising out of Disputes, litigations; claims, on account of ownership of plot, and if there is any complaint, dispute or claim in respect of the same, the obligors save and keep harmless and indemnify NMRDA and the Commissioner or either of them from and against all suits, damages, costs, charges, claims and demands of any nature and kind whatsoever which may be instituted, prepared, claimed or be made against NMRDA and the Commissioner or either of them.

The Obligors further undertake to indemnify NMRDA against any litigation arising out of hardship to user in case of the failure of Mechanized system / Car lifts / nuisance due to mechanical system / Car lifts / Fire Fighting Systems / mechanical Ventilation System to the building under reference & to the adjoining wing / adjoining building.

The Obligors further undertake to indemnify NMRDA against any litigation arising out of hardship to user in case of the damage / collapse due to fire / Structural failure to the building under reference & to the adjoining wing / adjoining building.

The Obligors further agree to keep indemnified and hereby indemnify and keep harmless NMRDA, its officers and servants from and against any action, claims, charges, costs, disputes, demands and expenses of any nature suffered

or sustained by NMRDA ,Its officers and servants in the matter of permitting transfer / utilization of TDR in the building proposal file No. -----
--- on plot No. _____ Kh. No. _____ , PH No. _____
____. Mouza _____, Tah. _____ Dist. Nagpur bearing
Sheet No. _____ CTS No.----- of Village -----

-----, Nagpur, in any manner whatsoever and further Obligor covenants with NMRDA, its officers and servants to reimburse them immediately for any such claims, charges, costs and expenses.

The Obligors further agree to keep indemnified and hereby indemnify and keep harmless NMRDA, its officers and servants from and against any actions, claims, charges, costs, disputes, demands and expenses of any nature suffered or sustained by NMRDA ,its officers and servants in the matter of payment to the State Government / Competent authority the requisite Stamp duty under the Bombay Stamp Act, 1958 as amended upto date on the agreement dated _____ in any manner whatsoever and further the Obligor covenant with NMRDA, its officers and servants to reimburse them immediately for any such claims, charges, costs and expenses.

IN WITNESS WHERE OF the Obligors have hereunto set their respective hands and seal on the day and year hereinabove written.

SIGNED, SEALED AND DELIVERED

1) OBLIGOR

IN PRESENCE OF

1. MR.

Address :

2. MR.

Address:

Architect's Plot Area Certificate

Date: _____

I/We _____ of Nagpur, Indian Inhabitant, practicing as
Shri./ Smt

Architect/ L.S., under _____, having my office at

say as under:

I/We hereby submit plans for the proposed construction work, on behalf of my
client M/s / Shri./Smt _____ on property
bearing Plot No. _____ Kh. No. _____
Mouza _____ Tah. _____, Dist. Nagpur Sheet No.
_____ C.T.S. No. _____

The area of the plot according to the 7/12 Records (Extract of Property
Register Card) is _____ Sq.mtr.(_____ Square meters).

In order to verify the area, I have also carried out survey of the said plot as
shown to us by the representatives of the owners to ascertain the correctness of the
area. My staff under my supervision has carried out the said survey and its area is
Sq.mtr.(_____ Square meters).

I hereby certify the area of the plot as per the boundaries shown by the owner
and any calculation error shall be solely my responsibility.

I submit the proposal for the above property claiming F.S.I. on _____
sq.mtrs. (_____ Square meters) area.

Architect's/L.S. Signature & Stamp

Owner's Plot Area Affidavit

(On Rs. 100/- Stamp Paper and Notarised)

Date: _____

I/We, Shri./Smt. _____ Inhabitant
possessing the sites of development by virtue of property card as a Holder for the
property bearing Plot No. _____ Kh. No. _____

Mouza _____ Tah.- _____ and Having my office at
_____ solemnly affirm & say as under.

I have submitted plans through my Architect/L.S. _____ of M/s.
_____ Nagpur for
development of the aforesaid property.

The area of the plot is _____ sq.mtr. (_____ square
meters) & floor spaces index has been claimed on the basis of the said area.

I say that my Architect/L.S. has certified the said area on the basis of the property
registered card duly certified by Superintendent of Land records & on the basis of
boundaries of the property shown by me.

In order to verify the area, I have also carried out the survey of the said plot through
my Architect/L.S. to ascertain the correctness of the area. The said area is
sq. mtrs. (in words) _____.

I am authorized to submit the plans for the development of the said property.
Solemnly affirmed at Nagpur.

Name
Address

DateDay
OfYear