264/8451
Tuesday,December 21 ,2021
5:06 PM

पावती

Original/Duplicate
नोंदणी क्र. :39म
Regn.:39M

पावती क्र.: 15506 दिनांक: 21/12/2021

गावाचे नाव: इंदोरा
दस्तऐवजाचा अनुक्रमांक: नवल1-8451-2021
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: मेसर्स जी. पी. बिल्डर्स एन्ड डेवलपर्स तर्फे प्रो. प्रा सय्यद अबीद अली सय्यद शौकत अली .

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 440.00
पृष्ठांची संख्या: 22	
एकूण:	रु. 30440.00

DELIVERED ORIGINAL
REGISTERED DOCUMENT

आपणास मूळ दस्त ,धनलेन्स प्रिंट,सूनी-२ अंदाजे
5:26 PM ह्या वेळेस मिळेल.

NGPT

बाजार मुल्य: रु.7715000 /-
मोबदला रु.7500000/-
भरलेले मुद्रांक शुल्क : रु. 385800/-

1) देयकाचा प्रकार: DHC रक्कम: रु.440/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2112202110338 दिनांक: 21/12/2021
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010428472202122E दिनांक: 21/12/2021
बँकेचे नाव व पत्ता:

Abid Ali.

CHALLAN

MTR Form Number-6

GRN	MH010428472202122E	BARCODE		Date	21/12/2021-12:42:54	Form ID	25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NGP1_HOR SUB REGISTRAR NAGPUR 1	Full Name	MS GP BUILDERS AND DEVELOPERS
Location	NAGPUR		
Year	2021-2022 One Time	Flat/Block No.	1279
		Premises/Building	
Account Head Details	Amount In Rs.	Road/Street	INDORA
0030046401 Stamp Duty	385800.00	Area/Locality	NAGPUR
0030063301 Registration Fee	30000.00	Town/City/District	
		PIN	4 4 0 0 1 4
		Remarks (If Any)	
		SecondPartyName=QAMAR JAHAN LIYAKAT ALI~	
Total	4,15,800.00	Amount In Words	Four Lakh Fifteen Thousand Eight Hundred Rupees On ly

Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02300042021122117974	213556938946
Cheque/DD No.		Bank Date	RBI Date	21/12/2021-12:47:49	Not Verified with RBI
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9373107039

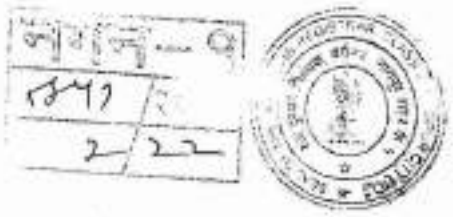
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Agreement for Development

Page 1/1

Print Date 21-12-2021 12:48:22



AGREEMENT FOR DEVELOPMENT

VALUED AT Rs. 75,00,000/-
AS PER GOVT. R.R. VALUED AT Rs. 77,15,000/-
STAMP DUTY OF Rs. 3,85,800/- PAID HEREWITH
CITY SURVEY No. 1279, SHEET No. 60,
ITEM No. 42.520/60, RATE Rs. 15,970/Sq. m.,
OF MOUZA – INDORA, TAHSIL & DIST. NAGPUR.

THIS AGREEMENT FOR DEVELOPMENT made and executed at Nagpur on This 21st Day of December, 2021.

BY AND BETWEEN

QAMAR JAHAN W/O. LIYAKAT ALI
@ QAMAR JAHAN D/O. ABDUL LATIF
(PAN – ECQPA2422E, AADHAAR No. 8374 3623 3534)
Aged about 61 years, Occupation – Housewife,
R/o. Saifi Nagar, Mominpura, Nagpur – 440 018.
Hereinafter referred to and called the **"LAND OWNER"** which term and expression shall, unless inconsistent to the context or contrary to the meaning thereof, always mean and include the said **LAND OWNER** as well as her heirs, legal representatives successors, executors, assigns etc. of the **ONE PART;**

AND

M/S. G.P. BUILDERS & DEVELOPERS
Through its proprietor,
SYED ABID ALI SYED SHOUKAT ALI
(PAN – ACBPA9027G, AADHAAR No. 2034 1445 7494)
Aged about 55 years, Occupation – Business,
R/o. Nusrat Villa, Plot No. 1240A, Rathod Layout,
Near Sai Apartment, Anant Nagar, Nagpur – 440 013.
Hereinafter referred to and called the **"DEVELOPER/BUILDER"** which term and expression shall, unless inconsistent to the context or contrary to the meaning thereof, always mean and include the said **DEVELOPER/BUILDER** as well as



its/his heirs, legal representatives, successors, executors, assigns etc. ... OTHER PART.

Where the context so requires, words and expression referring to the parties hereto also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

WHEREAS; the LAND OWNER is the sole and absolute owner and in possession of ALL THAT Nazul piece and parcel of land bearing Plot No. 1099 admeasuring 483.09 Sq. m. (5200 Sq. Ft) approx. City Survey No. 1279, Sheet No. 60, of Mouza – Indora, corresponding to municipal corporation house No. 449 (previously 1009), Ward No. 56 (previously 32), situated at Buddha Nagar, Indora, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil and District Nagpur.

AND WHEREAS; originally, the said entire property belonged to Late Mohd. Abdul Lateef and Hafezza Begum and in due course of time said Late Mohd. Abdul Lateef S/o. Papa Miyan left for his heavenly abode on 24/02/1975 and later his wife, Smt. Hafezza Begum W/o. Mohd. Abdul Lateef ALSO passed away on 01/08/1975 leaving behind them, Noorjahan W/o. Abdul Khalil @ Noorjahan D/o. Abdul Latif (daughter), Bilquis Jahan W/o. Abdul Salam @ Bilquis Jahan D/o. Abdul Latif (daughter), Akhtar Jahan W/o. Waheed Khan @ Akhtar Jahan D/o. Abdul Latif (daughter), Arif Jahan W/o. Ziauddin Sahab @ Arif Jahan D/o. Abdul Latif (daughter), Mohd. Altaf Wakeel S/o. Abdul Latif (Son), Mohd. Ayaz Yousuf S/o. Abdul Latif (Son), Mohd. Yunus Parvez S/o. Abdul Latif (Son), Mohd. Anees S/o. Abdul Latif (Son), Mrs. Qamar Jahan W/o. Liyakat Ali @ Qamar Jahan D/o. Abdul Latif (daughter) and Anwari Jahan W/o. Mohd. Hanif @ Anwari Begum D/o. Abdul Latif (daughter) as their only legal heirs as such the said property devolved upon them by way of intestate succession.

AND WHEREAS; said Noorjahan W/o. Abdul Khalil @ Noorjahan D/o. Abdul Latif, Bilquis Jahan W/o. Abdul Salam@ Bilquis Jahan D/o. Abdul Latif, Akhtar Jahan W/o. Waheed Khan @ Akhtar Jahan D/o. Abdul Latif, Arif Jahan W/o. Ziauddin Sahab @ Arif Jahan D/o. Abdul Latif, Mohd. Altaf Wakeel S/o. Abdul Latif, Mohd. Ayaz Yousuf S/o. Abdul Latif, Mohd. Anees S/o. Abdul Latif, Anwari Jahan W/o. Mohd. Hanif @ Anwari Begum D/o. Abdul Latif, relinquished all their share, rights, title and interest relating to the said property in favour of said Mrs. Qamar Jahan W/o. Liyakat Ali @ Qamar Jahan D/o. Abdul Latif (the LAND OWNER herein) as per relinquishment deed duly registered in the office of the Sub-Registrar, Nagpur – 1, bearing serial/registration No. 1820/2015 dated 16/03/2015.

AND WHEREAS; said Mohd. Yunus Parvez S/o. Abdul Latif also expired on 13/04/2015 leaving behind him, his wife, Smt. Zaibunisa and one son, Azhar, as his only legal heirs as such his share, rights, title and interest devolved upon his wife, Smt. Zaibunnisa Wd/o. Mohd. Yunus Parvez, and son, Mohd. Azhar S/o. Mohd. Yunus Parvez, by way of intestate succession, subsequently, said Smt. Zaibunnisa Wd/o. Mohd. Yunus Parvez and Mohd. Azhar S/o. Mohd. Yunus Parvez also relinquished all their share, rights, title and interest relating to the said property in favour of said Mrs. Qamar Jahan W/o. Liyakat Ali @ Qamar Jahan D/o. Abdul Latif (the LAND OWNER herein) as per relinquishment deed duly registered in the office of the Sub-Registrar, Nagpur – 1, bearing serial/registration No. 4110/2016 dated 26/07/2016, as such the LAND OWNER herein became the sole and absolute owner of the said entire property, accordingly, her name has been mutated/recorded in city survey property card and municipal corporation tax records, etc.

AND WHEREAS; the said plot is held on heritable, transferable and renewable lease hold rights granted by Government of Maharashtra through Collector / Nazul Officer in favour of the LAND OWNER, as per extended/renewed lease for the period of thirty years commencing from 01/04/2005 and ending on 31/03/2035, vide its order passed in revenue case No. 288/NAA-48/2015-16, as per lease deed duly registered in the office of the Sub-Registrar, Nagpur – 1, bearing serial/registration No. 3892/2017 dated 23/06/2017, having renewal clause therein.

AND WHEREAS; the DEVELOPER/BUILDER is engaged in the business of construction, development of property, builder ship and other allied business activities.

AND WHEREAS; the DEVELOPER/BUILDER, having found the said property suitable for their business of development of properties, approached the LAND OWNER and expressed wishes to purchase the said land/property and to develop the same in to a complex/estate consisting many self-contained Units/Flats/Apartments/blocks etc., and then to sell to individual buyer/s.

AND WHEREAS; in view of due discussion and deliberations between the parties hereto, the DEVELOPER/BUILDER having offered a fairly good price, he agreed to acquire development, construction, selling rights of the said land of LAND OWNER and purchase the same for total valuable consideration amount of Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only) which is accepted by LAND OWNER and accordingly the LAND OWNER agreed to transfer the aforesaid property to and in favour of the DEVELOPER/BUILDER by way of Sale absolutely forever with all rights, claims and interest therein accordingly the parties hereto had due deliberations and



discussions, and consequences thereof they have arrived at agreed upon certain terms and conditions and agreed to execute this agreement as under –

NOW, THEREFORE, THIS AGREEMENT FOR DEVELOPMENT

WITNESSETH AS UNDER :-

1. THAT, for and against the total valuable consideration amount of Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only), the LAND OWNER, being legal, true and beneficial owner/s of ALL THAT piece and parcel of Nazul land bearing Plot No. 1099 admeasuring 483.09 Sq. m. (5200 Sq. Ft) approx. City Survey No. 1279, Sheet No. 60, of Mouza – Indora, corresponding to municipal corporation house No. 449 (previously 1009), Ward No. 56 (previously 32), situated at Buddha Nagar, Indora, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil and District Nagpur, does hereby entrust, transfer and assign all kinds of development, construction and building rights, in favour of the DEVELOPER/BUILDER, in the said property, more particularly described in the schedule written hereunder as which shall form the part and parcel of present deed, and further agree to convey the same on the basis of undivided share in land or otherwise in favour of the DEVELOPER/BUILDER or any of it's nominee/s as per the instructions of DEVELOPER/BUILDER.

2. THAT, out of total consideration amount of Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only), the DEVELOPER/PURCHASER has made advance payment of Rs. 4,00,000/- (Rupees Four Lakhs Only) in the following manner of payment

MANNER OF PAYMENT

i. Rs. 4,00,000/- Paid by way of Cheque No. 124412 dated 24/11/2021 of Bank of Maharashtra, Itwari, Nagpur.

Total Rs. 4,00,000/- (Rupees Four Lakhs Only)

The LAND OWNER do hereby acknowledge, admit and confirm receipt of Rs. 4,00,000/- (Rupees Four Lakhs Only), from the DEVELOPER/BUILDER as aforesaid as advance money/part consideration amount, therefore, separate receipt shall not be necessary. However, the LAND OWNER shall issue receipt or such other documents acknowledging the advance payment as may be required or desired by the DEVELOPER/BUILDER at any time.

3. THAT, the parties have mutually agreed to complete the sale transaction by executing required deeds and documents by 02 (Two) years hereof conveying



the said property in favour of the DEVELOPER/BUILDER or in favour of nominee/s of the DEVELOPER/BUILDER validly & properly. The balance consideration amount of Rs. 71,00,000/- (Rupees Seventy One Lakhs Only) is agreed to be paid by the DEVELOPER/BUILDER and received by the LAND OWNER from time to time within 02 (Two) years hereof as per mutual understanding between the parties.

4. THAT, the LAND OWNER has conferred the Development, Construction, building and selling rights to the present DEVELOPER/BUILDER and has further authorized and empowered the present DEVELOPER/BUILDER by these presents to develop the said property or by constructing Multi-Storied building/s thereon consisting of Blocks/Flats/Apartments/Units to be transferred along with appropriate undivided share in land or otherwise in favour of prospective buyer/s on ownership rights basis or otherwise as the DEVELOPER/BUILDER may deem fit without prejudice to any rights of the DEVELOPER/BUILDER to use or dispose of the said plots in any manner or otherwise by getting sale deed of the said entire land in it's favour or in favour of it's nominee/s at any terms to which the LAND OWNER shall have no claim or objection of any sort whatsoever.

5. THAT, the LAND OWNER has already got sanction of a building plan from Nagpur Municipal Corporation, vide building plan No. 53/BP/Indora/TP/NMC/867 dated 27/04/2021 and the DEVELOPER/BUILDER shall be free to make construction of the proposed building according to that sanctioned building plan or get it revised or re-revised as he deems fit which shall not be objected by the LAND OWNER.

6. THAT, the DEVELOPER/BUILDER entirely at his cost, shall develop the said land/property being subject matter of this agreement, by making construction of the proposed complex/building there on comprising of self-contained units/apartments etc. to which the LAND OWNER shall have no objection of any sort whatsoever and the LAND OWNER shall sign all such applications, drawings, plans etc. as may be necessary in the behalf and further to execute such indemnity bonds and affidavits as may be required under the rules and regulations.

7. THAT, the LAND OWNER has handed over the vacant possession of the said land to the DEVELOPER/BUILDER and authorized it to enter the site and start development, construction of proposed multi-storied building/s. The DEVELOPER/BUILDER henceforth shall be free to commence development and construction activities on the said land as per above referred sanction plan or prepare the fresh building Plan/s, revised/re-revised building plans, layout plan, construction drawings and to get the same sanctioned/approved from the Nagpur

Municipal Corporation, Nagpur Improvement Trust, Town Planning, or any other concerned Authority and start the development/construction work of proposed building/scheme thereon to which the LAND OWNER shall have no objection of any sort whatsoever and the LAND OWNER shall sign all such applications, drawings, plans etc. as may be necessary in that behalf and further to execute such indemnity bonds and affidavits as may be required under the rules and regulations.

8. THAT, the DEVELOPER/BUILDER shall be free to name the proposed building/scheme as per their choice to which the LAND OWNER shall have no objection of any kind whatsoever.

9. THAT, the DEVELOPER/BUILDER shall be free to complete the construction work of proposed multi-storied building/s, scheme and execute the entire scheme at it's/his cost or from the contribution of prospective buyer/s, with its labors, architects and other experts for it's benefits and profits. The DEVELOPER/BUILDER shall be entitled to consume the full F.S.I. including any increase therein and other rights relating to said entire land with liberty to use/load development rights (TDR) without any objection or claim from the LAND OWNER. The LAND OWNER or any other person or persons claiming through or under the name of LAND OWNER shall not obstruct or interfere the development/construction/building work of the said building for any reasons and in any manner whatsoever. The LAND OWNER shall not be entitled to any other benefits or profits of the project/scheme except the amount as agreed and payable herein above and the DEVELOPER/BUILDER shall be absolutely free and entitled to develop the said land by making construction of apartments for sale in favour of prospective buyer/s, however, after making payment of full consideration amount to the LAND OWNER, the DEVELOPER/BUILDER shall be free and entitled to retain the said land for any purpose or dispose of the said entitled land or any part thereof to any person/s as it's nominee/s without any claim, demand, objection from the LAND OWNER on any grounds or reasons whatsoever.

10. THAT, the DEVELOPER/BUILDER shall be free to make publicity of the proposed building and invite the attention of prospective buyer/s by publishing advertisement in newspaper or any other manner to which the LAND OWNER shall have no objection of any sort whatsoever. Similarly, the DEVELOPER/BUILDER shall be free to fix or install any sign board on the site indicating or displaying the names of prospective buyers, CONTRACTOR, ARCHITECT, LEGAL ADVISER/FINANCIER or other concerns or such other

particulars as may be deemed necessary or suitable by the DEVELOPER/BUILDER to which the LAND OWNER shall have no objection.

11. THAT, the DEVELOPER/BUILDER shall be free and exclusively entitled to book the blocks/offices/flats/apartments/units of the said scheme to be developed on the above referred land with undivided share in land or otherwise in favour of any prospective buyer/s or otherwise and further to negotiate, settle and receive the consideration amount from any such prospective buyer/s in any manner against transfer of R.C.C. structure together with undivided share in the said piece of land or otherwise to which the LAND OWNER shall not have any claim or objection of any sort whatsoever.

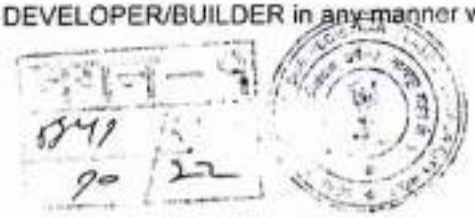
12. THAT, the LAND OWNER shall execute the required Conveyance/Transfer Deeds of the said plots in favour of the DEVELOPER/BUILDER, however, the DEVELOPER/BUILDER shall be free to get the sale deed relating to the proportionate undivided share in the land together with R.C.C. Superstructure comprising Units/Flat/Apartment etc. along with the DEVELOPER/BUILDER in favour of prospective buyers/allottees or otherwise as may be nominated or desired and directed by the present DEVELOPER/BUILDER. The LAND OWNER shall also register the said Conveyance/Transfer Deeds, if required, and shall do and execute or cause to be done and executed all acts, deeds and things as may be necessary for the registration of the same. The LAND OWNER has agreed to execute an IRREVOCABLE GENERAL POWER OF ATTORNEY in view of the provisions of Section 202 of Indian Contract Act. in favour of DEVELOPER/BUILDER or any of its/his nominee(s) authorizing the Agent/Attorney so appointed to deal with the said property including transfer of the same by way of sale after receiving full consideration amount as stipulated in this agreement and further receiving consideration amount etc. as per instructions of the DEVELOPER/BUILDER and to execute, complete and dispose off the entire scheme in any manner irrevocably, including execution and registration of required Conveyance/Transfer Deeds. The LAND OWNER shall not revoke the said Power of Attorney or withdraw any powers fully or partly at any stage for any reasons whatsoever. The LAND OWNER however, reserve the right to revoke the said power of attorney in case of violation by DEVELOPER/BUILDER of any the terms relating to payment of consideration amount as per this agreement for development. The LAND OWNER further undertake that in the event of death or inability of the LAND OWNER or of Attorney or for any other reasons as the DEVELOPER/BUILDER desires, the LAND OWNER or his legal heirs shall execute fresh Power of Attorney. However, all expenses for the execution and registration of the Conveyance/Transfer

Deeds including the cost of stamps, Registration fees, legal fees and other expenses incidental thereto shall be borne and paid by the DEVELOPER/BUILDER or the prospective buyer/s as the case may be. It is further agreed by the LAND OWNER that despite of execution of Power Of Attorney, they shall execute such deeds & documents and do such other acts as may be required by the DEVELOPER/BUILDER for better enjoyment of the said property and implementation of this agreement in terms as settled between the parties as per this agreement.

13. THAT, the DEVELOPER/BUILDER shall be free to transfer/assign/nominate their rights and interest created under this agreement to any person or person/s at any terms & cost as her nominee and receive consideration amount from any of her nominee to which the LAND OWNER shall not object but shall execute the Sale Deed or other final conveyance deeds in favour of the DEVELOPER/BUILDER or in favour of any other person or persons who may be nominated or assigned by the DEVELOPER/BUILDER.

14. THAT, the LAND OWNER hereby assures to and unto the DEVELOPER/BUILDER that the said property is free from encumbrances such as mortgage, agreements, gift, attachments etc., and the LAND OWNER has clear, marketable and good title to the said property, and that the said property is not subject-matter of any acquisition or requisition and also that no proceeding or litigation is pending in the courts of law or before any other authority relating to said property. The LAND OWNER further assures that she is the absolute and sole owner of the said property and except the LAND OWNER no person has any rights or interest or claim of any sort in the said property. The LAND OWNER further assure that it has absolute right and authority to entrust the development rights in the same in favour of the DEVELOPER/BUILDER and further to transfer/sell the same.

15. THAT, the LAND OWNER undertake and assure that he has not created any kinds of rights or interest respecting the said property in favour of any person or persons in the said property and further he shall not do or execute or cause to be done and executed any act, deed and thing which would or could create any charge, lien or encumbrances over the property at any time or otherwise affects the rights and interest of the DEVELOPER/BUILDER and that the sell in favour of nominee/s of the DEVELOPER/BUILDER will be free from encumbrances of all kinds whatsoever. The LAND OWNER assure that all her rights in the said property including the full F.S.I. subsists. The LAND OWNER shall not do any acts or things which may adversely affect the rights and interest of DEVELOPER/BUILDER in any manner what so ever.



16. THAT, the LAND OWNER further assures, agree and undertake that in the event of DEVELOPER/BUILDER suffering any loss or damages due to any defect in the rights, title, and authority of LAND OWNER over the said property or for arrears of any dues, charges, demands, expenses etc., or being deprived of use of said property or beneficial enjoyment thereof fully or partly, the LAND OWNER shall be responsible to indemnify and compensate the DEVELOPER/BUILDER from other properties or sources and keep the DEVELOPER/BUILDER free from harm in all respects.

17. THAT, the LAND OWNER shall furnish and hand over all the original title deeds and other record to the DEVELOPER/BUILDER relating to said property at the time of getting full consideration amount, however, henceforth the LAND OWNER shall produce the original deeds and documents for verification before any bank, department or authority as it may be required by the DEVELOPER/BUILDER.

18. THAT, breach of any contractual transactions or understanding between the DEVELOPER/BUILDER and the prospective buyers pertaining to the said property or any part thereof shall not be the responsibility or liability of the LAND OWNER. Similarly, all development, construction activities shall be executed by the DEVELOPER/BUILDER at its cost & risk in all respect and the LAND OWNER shall not be held responsible for any consequences of development, construction work. The LAND OWNER shall not be liable for any transaction or understanding between the DEVELOPER/BUILDER and prospective buyer/s and the DEVELOPER/BUILDERS shall always indemnify compensate the LAND OWNER against all losses, damages, etc. as may be suffered by the LAND OWNER due to any demand, claim or objection by the prospective buyer/s.

19. THAT, the stamps duty, registration fee, legal charges required for the purpose of execution and registration of documents shall be borne and paid by the DEVELOPER/BUILDER or any of their nominee/s as the case may be.

SCHEDULE OF PROPERTY REFERRED ABOVE: -

ALL THAT Nazul piece and parcel of land bearing Plot No. 1099 admeasuring 483.09 Sq. m. (5200 Sq. Ft) approx. City Survey No. 1279, Sheet No. 60, of Mouza – Indora, corresponding to municipal corporation house No. 449 (previously 1009), Ward No. 56 (previously 32), situated at Buddha Nagar, Indora, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil and District Nagpur, bounded as follows –

नगर-9
1841 / 2029
99 / 22