

21/05/2020

be beyond control of the developer, extension given by RERA authority for completion of project, the such period will be excluded while calculating the period for completion of Construction work as above.

- c) It is agreed between the parties the Developer will be responsible to file application with the competent authority for obtaining Occupancy Certificate within a period of 48 months from the date of Development Agreement.

6. BOOKING AGREEMENT/ AGREEMENT TO SELL AND SALE DEED:

- a) The Developer will be entitled to negotiate with the prospective unit purchasers and enter into booking agreement, Agreement to sell, Sale Deed, Correction Deed, Cancellation Deed, Exchange Deed, Power of Attorney, Mortgage Deed, Lease Deed and/or any other document for transfer of property in favour of prospective purchasers in respect of the units allotted to the share of Developer and also receive consideration in the name of Developer. The Developer will be entitled to represent the owner in such Agreement to sell, Sale Deed, Correction Deed, Cancellation Deed, Exchange Deed, Power of Attorney, Mortgage Deed, Lease Deed and/or any other document for transfer of property and sign on behalf of the owner.
- b) The Owner will be entitled to negotiate with the purchasers and enter into booking agreement, Agreement to sell, Sale Deed, Correction Deed, mortgage deed, hypothecation, Cancellation Deed etc. in respect of the units allotted to the share of owner in favour of prospective purchasers and receive consideration thereof.

7. GST Amount

- a) The developer will be responsible for payment of GST if applicable in respect of Flats allotted to the share of the owner by collecting the same from prospective purchaser.
- b) The owner will be liable to pay the GST amount on the flats allotted to share of owner prior to receiving possession of their respective flats.

8. COVENANTS OF OWNER

- (a) That the Owner is entitled to enter into this Agreement with the developer and they have full right and authority to sign and execute the same.
- (b) That the Owner has not agreed, committed or contracted or entered into any agreement for sale, sale deed, gift or lease of the said property or any part thereof to any persons or person other than the Developer and that



31/12/2019

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22/06	93	32	

they have not created any mortgage charge or any other encumbrances on the said property as mentioned herein.

(c) That the Owner has not done any act, deed, matter or thing whereby or by reason whereof, the development in the said property may be prevented or affected in any manner whatsoever.

(d) The Owner hereby assure & state that the property under development is not subject to any acquisition, requisition, reservation.

(e) The Owner assure that the property under agreement is free from all the dispute, litigation, charges whatever at their own cost and expenses. The owner undertakes that in case dispute arises in respect of title or possession of the owner in respect of said plot the owner will be liable to remove the same and till that period, the period for completion of the project shall stand extended automatically.

(f) The owner will co-operate and provide the documents required by the bank for the loan of prospective purchase.

(g) The owner will sign the requisite documents required for RERA registration and other statutory registration and permissions relating to the project



9. NAME OF THE PROJECT

The publicity, advertisement shall be carried out and implemented by the developer. The name of the proposed housing project will be mutually decided by the parties

10. POSSESSION

The owner have handed over possession of the said land adm. 3413 Sq. Mtrs. forming part of Gut No. 268 in all adm. 01 Hectar 97 R situated at Mitmita Tq. and Dist. Aurangabad within the local limits of Aurangabad Municipal Corporation which is more particularly described in Schedule hereunder to the developer.

11. NOTICES

All the notices, letters, correspondences, shall be as per address of the owner & developer recorded in this development, agreement.

12. LOAN

It is agreed between the parties that the developer will be entitled to mortgage hereunder for raising project loan by giving the said property as security.



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3200	98	32	

Provided that the loan amount is used for development of the project which is subject matter of present agreement and no other purpose.

The prospective purchaser who is interested in purchasing unit in the project will be entitled to obtain loan on the units they propose to purchase unit in the project.

13. MISCELLANEOUS

this agreement is not a lease nor an agreement to assign the benefits of or under the aforesaid agreement nor an agreement to sell the said property nor it intends to give the developer possession of said property under Section 53A of transfer of property Act, 1882 or under any other law and only that bare permissive license is hereby given to the developer to enter upon the said property for the purpose of Development thereof as mentioned hereinabove, in any manner and upon the terms, conditions and provisions hereinafter contained

It is not the intentions of the parties hereto enter into partnership with each other and nothing herein contained shall be construed as creating any such relationship between the parties.

14. IRREVOCABLE POWER OF ATTORNEY

The Owner is executing separate agreement for enforcement of rights and duties of the Developer under the Developer agreement and the said power of attorney will be irrevocable

15. STAMP DUTY AND REGISTRATION

The expenses for stamp duty and registration will be borne by the developers.

THE SCHEDULED ABOVE REFERRED TO

All the part and parcel of said land adm. 3413 Sq. Mtrs. forming part of Gut No. 268 in all adm. 01 Hector 97 R situated at Mitmita Tq. and Dist. Aurangabad within the local limits of Aurangabad Municipal Corporation and the said land is bounded as under:-

On towards East :-	River
On towards West	Land out of Gut No. 268
On towards South	Land Gut no. 269
On towards North	15.00 Mtrs Road



The said land is more particularly delineated in the map annexed hereto by red colour lines

31	31	31-3
3200	94	32

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS DEVELOPMENT
AGREEMENT ON THE DATE AND DAY MENTIONED HEREINABOVE

Signed and Sealed by within-named
owner

Thumb

Photo

अपसाहेब



Mr. Appasaheb S/o Kaduba Mule

Signed and Sealed by within named
Developers

Thumb

Photo

Gayatri

Mrs. Gayatri W/o Ashok Muley
Prop. Divine Builders and Developers



Signed and Sealed by within-named
WITNESSES

Thumb

Photo



1

Mr. Bhikan
Mr. Bhikan S/o Kachru Muley

Age :- 51 yrs Occu:- Agriculture

R/o:- Mitmita, Aurangabad

Adhar no.679545361979



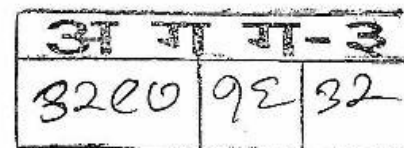
2.

Mr. Ashok
Mr. Ashok Pundikrao Bhagde

Age :- 38 yrs Occu:- Agriculture and Legal
Practitioner

R/o:- Kasliwal Tarangan, Mitmita,
Aurangabad

Adhar no.449253340437



महाराष्ट्र शासन
मुद्रांक जिल्हाधिकारी, औरंगाबाद

नोंदणी व मुद्रांक विभाग इमारत, पहिला मजला जिल्हाधिकारी कार्यालय आवार, औरंगाबाद.

ई-मेल jdrabad@gmail.com

जा.क्र.मु.जि.औ.बाद/अभिनिर्णय/ २७० /2023

दिनांक २७ / ३ /2023

संदर्भ:- श्री, अप्पासाहेब कडूबा मुळे, रा. 1-1-151, एएमसी शाळेजवळ, मिटमिटा, औरंगाबाद ता. जि. औरंगाबाद यांनी दाखल केलेले अभिनिर्णय प्रकरण क्र. 32/2023 नुसार अभिनिर्णय शुल्क रु.100/- चलन क्रमांक MH014691625202223E दि. 02/02/2023

मागणी नोटीस :-

महाराष्ट्र मुद्रांक अधिनियमाचे कलम 31(1) नुसार वरील संदर्भीय अर्जासोबत सादर केलेले संलेखाची तपासणी केली असता विकसन करारनामाचा चा संलेख असून लिहून देणार श्री, अप्पासाहेब कडूबा मुळे यांनी लिहून घेणार Divine Builders and Developers तर्फे प्रोप्रायटर श्रीमती गायत्री अशोक मुळे. रा. गट नं. 13, मातोश्री मिटमिटा, औरंगाबाद ता. जि. औरंगाबाद. यांच्या हक्कात औरंगाबाद महानगरपालिका हद्दीतील मौजे मिटमिटा ता. औरंगाबाद जि. औरंगाबाद येथील गट नं. 268 मधील लिहून देणार यांचे मालकी व ताब्यातील विकासानाखालील जमिनीचे एकूण क्षेत्र 3413 चौ.मी. विकसनासाठी दिले आले आहे.

उक्त प्रकरणातील दस्तात मालकाच्या हिश्यास येणारे मुल्यांकन रु. 29004000/- हे जास्त असल्याने त्यावर महाराष्ट्र मुद्रांक अधिनियमाचे अनुसूची एक मधील अनुच्छेद 5 (ग अ) सह 25 (ब) (एक) अन्वये मुद्रांक शुल्क रु. 1450200/- आकारणी करण्यात येत आहे.

या बाबत आपण आपले म्हणणे लेखी स्वरूपात 07 दिवसाचे आत या कार्यालयास सादर करावे विहित मुदतीत आपण आपले लेखी म्हणणे सादर न केल्यास सदर प्रकरण निकाली काढून महाराष्ट्र मुद्रांक अधिनियमातील तरतुदीनुसार पुढील कार्यवाही केली जाईल.

मुद्रांक शुल्क भरण्या करिता लेखाशीर्ष:-

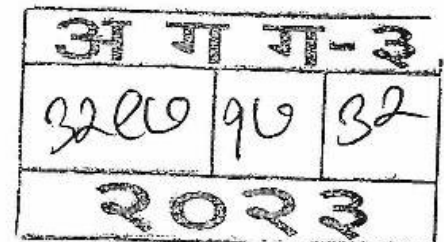
Department	:- Inspector General of Registration
Payment Type	:- Non-judicial Stamp
District	:- Aurangabad
Office Name	:- AGD:-JT DIST REGISTRAR AURANGABAD
Scheme Name	:- Duty on doc voluntarily brought for Adjud IGR ROM
Period Year	:- 2022-23 , One Time/Adhoc
Scheme Name	:- 0030051701

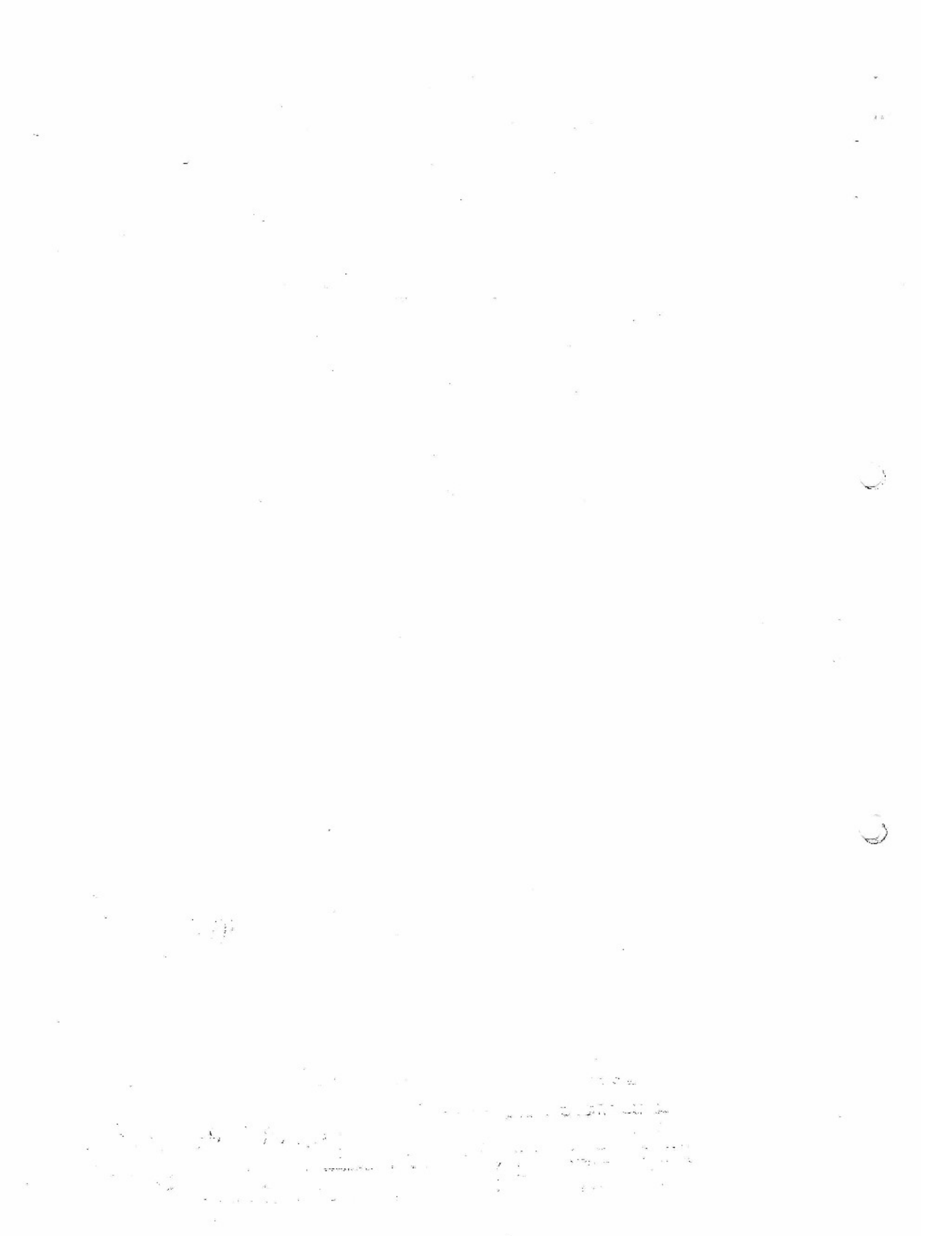


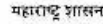
(विवेक गांगुर्डे)
मुद्रांक जिल्हाधिकारी
औरंगाबाद

प्रति,

श्री, अप्पासाहेब कडूबा मुळे,
रा. 1-1-151, एएमसी शाळेजवळ,
मिटमिटा, औरंगाबाद ता. जि. औरंगाबाद





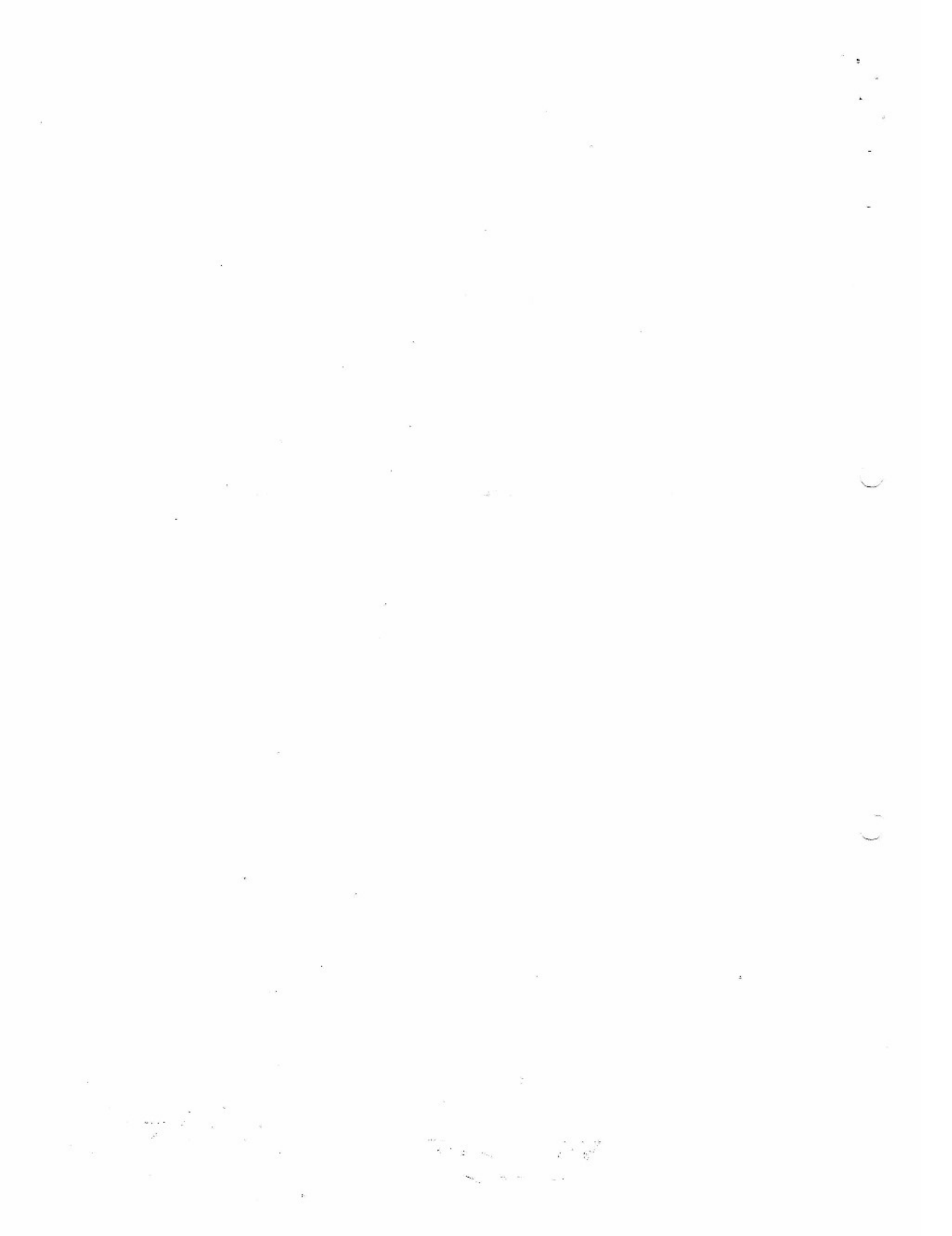


[महाराष्ट्र जमीन महसुल अधिकार अमिलेख आणि नोंदवद्दा (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३, ५, ६ आणि ७]

जिल्हा :- औरंगाबाद

शेताचे स्थानीक नाव :

[illegible]



गाव नमुना बारा (पिकांची नोंदवही)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवही (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम २९]

गाव :- मिटमिटा

तालुका :- औरंगाबाद

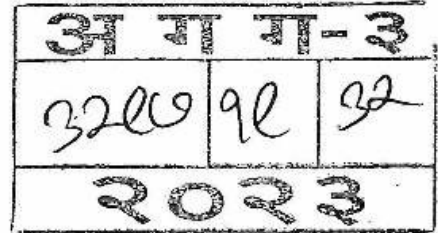
जिल्हा :- औरंगाबाद

भुमापन क्रमांक व उपविभाग २६८

			पिकाखालील क्षेत्राचा तपशील									लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	शेरा	
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वर्ष	हंगाम	खाते क्रमांक				पिकांचे नाव	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र			
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							हे.आर.पी.सी	हे.आर.पी.सी		हे.आर.पी.सी	हे.आर.पी.सी		हे.आर.पी.सी			
२०१७-१८	खरीप					मका		१.२८००								

टीप : *४ - मिश्रणाचा संकेत क्रमांक, *५ - जल सिंचित, *६ - अजल सिंचित

Dated Copy



हा ७/१२ जमिलेख (दि.०५/०५/२०२२ ०९:२७:०९ AM रोजी) डिजिटल स्वाक्षरीत केला आहे. यावर कोणत्याही सही-शिक्क्याची आवश्यकता नाही.

पृष्ठ क्र. ७/७

सूचना : सदर ७/१२ डिजिटल स्वाक्षरीत झाल्यानंतर गा.न.नं. १२ मध्ये पिकांची नोंदवही अद्यतन झाली आहे. तसेच अद्याप वाशादतचा बदल या ७/१२ वर घेण्यात आलेला नाही याची कृपया नोंद घ्यावी.

७/१२ डाऊनलोड दि. : ०५/०५/२०२२ : ११:१८:०० AM. संपत्ती पडतलेली नाही <https://digitalabw.mahashubh.gov.in/dsk/> या संकेत स्थळावर जाऊन 1905100001085445 हा क्रमांक वापरावा.



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