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CHALLAN
MTR Form Number-6



GRN	MH005963336202021E	BARCODE			Date	22/10/2020-12:12:35	Form ID	25.2
Department Inspector General Of Registration				Payer Details				
Stamp Duty				TAX ID / TAN (If Any)				
Type of Payment Registration Fee				PAN No.(If Applicable)				
Office Name AMT1_HQR SUB REGISTRAR AMRAVATI 1				Full Name		MR SUDHIR BHIMRAO KADU		
Location AMRAVATI				Flat/Block No.		SURVEYNO. 8 , PLOT NO. 7 , FLAT NO. 104		
Year 2020-2021 One Time				Premises/Building		AREA - 59.23 SQ.MT		
Account Head Details			Amount In Rs.	Road/Street		MOUJE - RAJAPETH		
0030046401 Stamp Duty			73500.00	Area/Locality		TOWN/CITY/DISTRICT		
0030063301 Registration Fee			24500.00	PIN		4 4 4 6 0 5		
				Remarks (If Any)				
				SecondPartyName=SHREE YOGIRAJ BUILDER AND DEVELOPERS				
				THROUGH MR RAJESH SUKHDEORAO RAUT---Marketval=2450000				
				Amount In Ninety Eight Thousand Rupees Only				
Total				98,000.00	Words			
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	00040572020102260565	IK0ATQMJB5	
Cheque/DD No.				Bank Date	RBI Date	22/10/2020-12:24:13	Not Verified with RBI	
Name of Bank				Bank-Branch		STATE BANK OF INDIA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :

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

खदर चलान केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी खदर चलान लागू नाही.

Mobile No. : 9822402626



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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2210202007672	Date 22/10/2020
Received from MR SUDHIR BHIMRAO KADU, Mobile number 9822402626, an amount of Rs.540/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Amravati 1 of the District Amravati.	
Payment Details	
Bank Name SBIN	Date 22/10/2020
Bank CIN 10004152020102206993	REF No. IGAJRH/OI1
This is computer generated receipt, hence no signature is required.	



211/2829

पावती

Original/Duplicate

Thursday, October 22, 2020

नोंदणी क्र.: 39म

2:14 PM

Regn.: 39M

पावती क्र.: 4111 दिनांक: 22/10/2020

गावाचे नाव: रावा पेठ

दस्तऐवजाचा अनुक्रमांक: अरन2-2829-2020

दस्तऐवजाचा प्रकार: अधिहस्तांतरणपत्र

सादर करणाऱ्याचे नाव: सुधीर भिमराव कडू

नोंदणी फी

रु. 24500.00

दस्त हाताळणी फी

रु. 520.00

वाटा एन्ट्री

रु. 20.00

मूळ दस्तऐवज परत दिला

मार्गदर्शक संख्या: 26

एकूण:

रु. 25040.00

अपघात मूळ दस्त, बंबनेल प्रिंट, सूची-२ मंदाजे

2:34 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Amravati II

वाचार् मुल्य: रु. 2161895/-

मोबदला रु. 2450000/-

भरलेले मुद्रांक शुल्क: रु. 73500/-

1) देयकाचा प्रकार: DHC रजम: रु. 540/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2210202007672 दिनांक: 22/10/2020

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रजम: रु. 24500/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH005963336202021E दिनांक: 22/10/2020

बँकेचे नाव व पत्ता:

10/22/2020

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AGREEMENT TO SALE

Situated At Mauja - Rajapeth, Table No. 02 Pg. 9.300 / 46 B @

Rs. 36500 /- per Sq. Mtrs.

As per Ready Reckoner, Valued at Rs. 2161895 /-

Stamp Duty is paid as per to the Govt Rules and Regulations

(MAHA RERA Reg. No. P50300022826 Date: 18/05/2020)

(DOD Regd. On Dated 07/09/2020) at Sr. No. 2215 with

SRO Amravati City- 2

(Stamp Duty Paid Rs. 73500 /-)

Agreement for Sale Valued of Rs. 24, 50,000 /-

(Rs. Twenty Four Laes Fifty Thousand Only)



THIS SALE OF AGREEMENT is executed at Amravati on this 22
DAY OF OCTOBER, 2020 BETWEEN:

SHREE YOGIRAJ BUILDER AND DEVELOPER BY Mr. Rajesh
Sukhdeorao Raut (PAN NO AICPR2801C), Age- 43 yrs.
Occupation- Business, R/o Gaurav Ciment Depot, Shegaon Road,
Amravati. Tah and Dist- Amravati, Hereinafter referred to as the
VENDOR (Which expression unless repugnant to the context, shall
always mean and include his legal heirs, successors and assigns) beings
the party of the **FIRST PART**

And

Mr. Sudhir Bhimrao Kadu, (PAN NO. ATZPK1618G), Age- 44 yrs.
Occupation- Service, R/o behind of ZP Girls High School at Arvi.
Tah- Arvi. Dist- Wardha. Hereinafter referred to as the **ALLOTTEE**
(Which expression unless repugnant to the context, shall always mean
and include his legal heirs, successors and assigns) beings the party of
the **OTHER PART**.

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WHEREAS the Vendor is absolutely seized and possessed of the land bearing Survey Layout - 08, Plot No 7, Mauja - Rajapeth, Admeasuring Area 5670 Sq. Feet (526.95 Sq. Mtr), Tah and Dist- Amravati in jurisdiction of Municipal Corporation Amravati. This said land is more particularly described in the Schedule of Property appended hereto, which "Developer Grantor" has taken from its predecessor owner Nirmala Sukhadeorao Raut, an adult Indian, by way of Gift Deed to Rajesh Sukhadeorao Raut vide its Registered Documents 1092/2019 on dated 27/03/2019, which is bounded commonly as under -

Towards East	-	Service lane
Towards West	-	Road
Towards North	-	Plot No. 6
Towards South	-	Plot no. 8

Which is on record and in ownership of Mr. Rajesh Sukhdeorao Raut (Vendor). That the vendor became the sole and absolute owner of the above said plot and TDR (Rights), AND

WHEREAS the Vendor proposes to develop the said land and for that purpose obtained permission of the Competent Authority of which have been approved by Amravati Municipal Corporation on 17/09/2020 vides its Certificate No. AMC/ADCR/BP/HC/0154/17/09/2019 subject to certain conditions lay down in the said letter,

AND WHEREAS the Vendor has started the construction of the buildings as per the building plans approved by the Amravati Municipal Corporation.

AND WHEREAS the Vendor has going to build construction on this above said land / Plot which is known as "SHREE YOGIRAJ APARTMENT" Ambika Nagar, Near Boke Hospital, Kanwar Nagar Chowk, Amravati. 444606 in pursuance of the map sanctioned by the Municiple Corporation Amravati. That Vendor has taken construction certificate from Amravati Municipal Corporation for consisting several shops and Flats of this residential Apartment. That the Vendor has agreed to sell one Flat on the **FIRST FLOOR** of **FLATS NO 104** to the Other Party. On this First Floor there are **Total Four Flat**



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including Flat No. 104, which is purchased by the Other Party from agreement to sale.

AND WHEREAS the Allottee has inspected the documents relating to the land, the order of the Competent Authority, site plans approved by the Amravati Municipal Corporation and is satisfied about the Vendor's title to the said property and the site plans of the proposed buildings;

AND WHEREAS the title of the Vendor to the said property has been certified to be clear, marketable and free from encumbrances. That "SHREE YOGIRAJ APARTMENT" as set out necessary for their adequate use and enjoyment in conformity with the provisions of the Maharashtra Apartment Ownership Act, 1970 as per to the Section 2 of the said Act by duly executing and registering the declaration as provided by the Section 11 of the said act, Registered on 07/09/2020 at Serial No. 2215 with the office of Sub Registrar at Amravati City No. 2 and the Maharashtra Apartment Ownership Rules, 1972 as per to the Scheduled.

WHEREAS the vendor have appointed a structural Engineer for the preparation of the structure design and drawing of the buildings and the vendor accepted the professional supervision of the Architect and the Structural Engineer has declared that he said building will complete and will ready to sale and occupy; and

WHEREAS upon such satisfaction, the Allottee have been decide to purchase the said described flat in Schedule B, situated in the building "SHREE YOGIRAJ APARTMENT" will constructed on the land described in Schedule A for a total amount of Rs. 24,50,000 /-Rs. (Twenty Four Lacs Fifty Thousand Rs Only) till to the whole construction And in consideration of Rs. 8,00,000/- (Eight Lac) as a advance payment for agreement to sale of Flat No. 104 to pay on or before execution of this agreement of Sale.

AND WHEREAS the Vendor has agreed to sell and the Allottee has agreed to purchase Flat No. 104 on the First floor of "SHREE YOGIRAJ APARTMENT". Hereinafter, referred to sell the said flat on the following terms and conditions.



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**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

(1) The Vendor shall construct the said building on the said plot of land, more particularly described in the Schedule A, in accordance with the plans, designs and specifications approved by the Amravati Municipal Corporation and which have been seen and approved by the Allottee and kept by the Vendor. The Vendor shall be entitled to make such variations and modifications as he may consider necessary or as may be required by the Amravati Municipal Corporation of the Government of Maharashtra or any local authority.

(2) The Vendor agrees to sell and the Allottee agrees to purchase **FIRST FLOORS, FLAT NO. 104** in the building named of "SHREE YOGIRAJ APARTMENTS", Total Carpet Area admeasuring of this Flat No. 104 is - 53. 36 sq. meters, and Build Up Area - 59. 23 Sq meters as delineated on the plan and decided to sale it on a sum of Rs. 24, 50,000 /-Rs. (Twenty Four Lacs Fifty Thousand Rs Only) as under as -



That the allottee has to pay on or before execution of this agreement of Rs. 8, 00,000 /- (Eight Lac) as a advance payment or application fee as per the details given below,

Sr. No	Amount Rs	Cheque No	Bank Name
1	1,00,000 /-	000002	Bank of Badoda Received on dated 03/12/2019
2	125,000 /-	000003	Bank of Badoda Received on dated 06/03/2020
3	75000 /-	098902	SBI Bank Received on dated 06/03/2020
4	250000/-	098909	SBI Bank Received on dated- 02/10/2020
5	250000/-	098910	SBI Bank Received on dated - 02/10/2020
	Rs. 800000 /- (Eight Lac)		

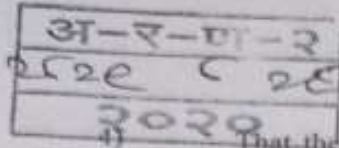
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That the allottee / Purchaser here by agrees to pay to Vendor / the promoter the balance amount of Rs. 16,50,000 /-Rs. (Sixteen Lac Fifty Thousand Rs Only) in the following manners:--

Sr. No	Particulars	Amount has to Pay
1	On Agreement to Sale	Rs. 250000 /-
2	On completion of Third Slap	Rs. 250000 /-
3	On completion of fourth Slap	Rs. 250000 /-
4	On completion of Fifth Slap	Rs. 250000 /-
5	On completion of walls, Internal Plaster, Floorings of the said Apartment	Rs. 150000 /-
6	On completion of sanitary fittings, staircases, lift wells, lobbies up to the floor level and also doors and windows of the said Apartment	Rs. 150000 /-
7	On completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the building of the said Apartment is located	Rs. 150000 /-
8	On completion of this lifts, water pumps, electrical fittings, electro, mechanical and other environment requirement, entrance lobby, paving of areas appertain and all other requirements as may be prescribed in the of the said Apartment and building in which the said apartment is located.	Rs. 100000 /-
9	at the time of handing over of the possession of the Apartment to the allottee on or after receipt of completion.	Rs. 100000 /-
	Total Amount of (Sixteen Lac and Fifty Thousand only)	Rs. 1650000 /-



3) WHEREAS the allottee has given cheque of above mention account and amount to the Vendor / DEVELOPER, the above instruments if dishonor on its due date, then the agreement to sale of flat shall automatically stands cancelled without executing any separate documents thereto and in that event the vendor shall be at liberty to deal with the said property as per procedure established by the law.



4) That the vendor has delivered vacant possession of the said property to the Allottee and the Allottee will have taken possession of Flat No. 104 after the construction of this said apartment, thereof on the date of execution of this Deed of Sale of Apartment.

5) The Allottee hereby declares and undertakes that He shall have no claim, save and except in respect of the said flat hereby agreed to be purchased by him and the Vendor shall continue to be entitled to the property in all the structures on the said land, open spaces, parking places, lobbies, staircases, lifts, terrace, etc., until all the apartments are transferred to the Allottees and the Declaration of Deeds of Apartment / Flats is executed and the condominium is formed as provided as per Apartment Ownership Act.

(6) The Vendor agrees that he shall comply with the provisions of section 10 of the Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Apartment Ownership Act, 1970 and shall execute a Declaration as provided by section 11 of the **Maharashtra Apartment Ownership Act, 1970** and register it with the Registering Officer under Indian Registration Act and the Allottee hereby agrees that he shall join and form an association of all the apartments in the said building as contemplated by **Real Estate (Regulation and Development) Act, 2016**. That RERA Registration No of the said apartment is (MAHA RERA Reg. No. P50300022826 Date : 18/05/2020)

(7) The Vendor shall convey and assign all rights, title and interest in each apartment to each Allottee after the completion of building and on receipt of all payments, price, deposits payable by the Allottees to the Vendor in respect of all apartments / car parking spaces and other premises in the said building.

(8) The Allottee shall on or before the delivery of possession of the said apartment keep deposited with the Vendor towards legal charges, expenses of formation of Association and execution of these presents and other documents a required to be executed. The Allottee shall also be liable to pay expenses on account of stamp duty and registration charges in respect of the Deed of Apartment.



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(9) Any delay or indulgence on the part of the Vendor in enforcing any of the terms of this Agreement or any forbearance or giving time by the Vendor to the Allottee shall not be considered as a waiver on the part of the Vendor and he shall be entitled to take action against the Allottee for the breach or non-compliance of any terms and conditions of this Agreement by the Allottee.

(10) The Allottee shall not be entitled to let, mortgage, create charge or assign the said Apartment, pending the transfer of apartment, to him without the consent of the Vendor in writing.

(11) **The Allottee shall use the apartment or any part thereof or permit the same to be used only for the purpose of residence and the Allottee hereby covenants with the Vendor as follows.-**

(a) He shall maintain the apartment at his own cost in good tenable repair and condition from the date of taking over possession of the apartment and shall not do or suffered to be done anything in or to the building in which the apartment is situated, staircase or any passage which may be against the rules, regulations, or bye-laws of Amravati Municipal Corporation or any other authority or change / alter or make addition in or to the building in which the apartment is situated and the apartment itself or any part thereof.

(b) He shall not demolish or cause to be demolished the apartment or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the apartment or any part thereof.

(c) He shall observe and perform all the rules and regulations which the Association of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein.

(d) The Allottee shall also observe and perform all the stipulations and conditions lay down by the Association of Apartment Owners regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, assessments, dues, duties and impositions, expenses or other outgoings in accordance with the terms of this Agreement.



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(13) The Vendor hereby covenants with the Allottee as under:

The Vendor shall pay all outgoings, including ground rent, taxes, assessments, dues, duties, impositions and outgoings up to the date of delivery of the possession to the flat owners and transfer of the building is complete.

(14) The Deed of Apartment shall be made and executed by the Vendor, and other persons having any right or interest in the said property.

(15) If before the completion of transfer of the building, the building including the apartment is notified by the Government under the Land Acquisition Act or any other law for the time being in force for acquisition or requisition, the Allottee shall not be entitled to cancel this agreement and in case of acquisition of the building including the said apartment, the Allottee shall be entitled to a proportionate part of the compensation if and when awarded by the Government or any other authority. If the said apartment is requisitioned by the Government or any other authority, the Allottee shall be entitled to the compensation awarded by the requisitioning authority in respect of the apartment.

(16) This Agreement shall not be construed as a grant, demise or assignment in law of the said apartment or of the said land and building or any part thereof.

(17) The Allottee shall execute a Deed of Declaration in the prescribed form along with or prior to the execution of Deed of Apartment to the effect that he submits his apartment to the provisions of the **Maharashtra Apartment Ownership Act and Real Estate (Regulation and Development) Act, 2016**. The Sale of the said Apartment shall be subject to the provisions Apartment Ownership Act and rules made there under.

(18) The Vendor shall be entitled to construct additional building or buildings in the said land, if any additional **Floor Space Index (FSI)** becomes available before the completion of the transfer of the said)and with buildings and allowed by the Amravati Municipal Corporation and the Vendor shall be authorized to sell the same and the Allottee will not



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(19) That the **DEED OF DECLARATION** of Apartment shall always be read along with the **Deed of Declaration dated 07/09/2020 of sr no. 2215** before the Sub Registrar office At Amravati Tah and Dist- Amravati referred to above as well as the provisions of **Maharashtra Apartment Ownership Act.**

(20) This Agreement shall be executed in triplicate. The original copy shall be lodged for registration by the Allottee and the vendor shall admit execution before the Sub-Registrar at Amravati and the Second and Third copy shall be retained by the Allottee and vendor respectively. The original copy of this Agreement will be received by the Allottee from the Registrar as and when ready after registration.

(21) That the electric meter may be taken by the Allottee at her own cost and the charges required for installation of electric line and expenses shall be borne by Allottee. Similarly the Allottee shall also separately pay her share of the service line connection charges and DP charges to the vendor.

(22) That the Allottee shall be entitled to get her name mutated in the record of right and in the record of Municipal Corporation of Amravati and in all records of government. Vendor shall have no objection whatsoever.

(23) That there is no compensation be allowed in this Deed of Sale of Agreement if there is any error, mistake in typing, change in name or omission then allottee shall have not taken action against the Promoter / Vender in this minor error in agreement to sale of flat.

(24) That, in case of collapse of building by any act of god or any reason whatsoever, then the vendor shall have the right to reconstruct the said apartment at the case of the purchase subject to all local laws for time being in force and the vendor shall have the right to make other construction up to sky.

(25) Provide always and it is hereby agree that wherever such an interpretation would be requisite to give fullest possible scope and effect to any contract or covenants hereby contained, the expression "The Vendor" and "The Allottee" hereinbefore used, shall include their respective heirs, legal representatives, successors and assigns and it shall bind them.

