

210/479

Tuesday, February 02, 2021

2:34 PM

पावती

Original/Duplicate

नोंदणी क्र. : 39म

Regn. : 39म

पावती क्र. : 892 दिनांक: 02/02/2021

गावाचे नाव: राजा पेठ

दस्तऐवजाचा अनुक्रमांक: अरन-479-2021

दस्तऐवजाचा प्रकार: 6S-घुक दुरुस्ती पत्र

सादर करणाऱ्याचे नाव: - श्री मनोज रमेशराव वारवडे

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 700.00

पृष्ठांची संख्या: 35

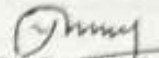
मुळ दस्तऐवज परत दिला

एकूण:

रु. 800.00

आपणास मूळ दस्त, धबनेल प्रिंट, सूची-२ अंदाजे

2:53 PM ह्या वेळेस मिळेल.


 Sub Registrar Amaravati

बाजार मूल्य: रु. 0/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 100/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 700/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0202202106441 दिनांक: 02/02/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु. 100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011015638202021E दिनांक: 02/02/2021

बँकेचे नाव व पत्ता:

bLa5si

2/2/2021



CHALLAN
MTR Form Number-6



GRN	MH011015638202021E	BARCODE			Date	02/02/2021-12:34:33	Form ID	55(A)(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 MANOJ RAMESHRAO BARABDE		
Location AMRAVATI								
Year 2020-2021 One Time				Flat/Block No.		SURVEY NO. 08 PLOT NO. 7 FLAT NO. 303		
Account Head Details			Amount In Rs.	Premises/Building				
0030046401 Stamp Duty			100.00	Road/Street		AREA - 42.46 SQ.MT		
0030063301 Registration Fee			100.00	Area/Locality		MOUJE - RAJAPETH		
				Town/City/District				
				PIN		4	4	4 5 0 5
				Remarks (If Any)				
				SecondPartyName=SHREE YOGIRAJ BUILDERS AND DEVELOPERS				
				THROUGH RAJESH SUKHDEORAO RAUT---Marketval=0				
Total			200.00	Amount In		Two Hundred Rupees Only		
				Words				
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	00040572021020277838	CKP3661521	
Cheque/DD No.				Bank Date	RBI Date	02/02/2021-12:24:35	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 :

Mobile No. : 0000000000

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

सदर चलन केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0202232106441	Date 02/02/2021
Received from MR MANOJ RAMESHRAO BARABDE, Mobile number 0000000000, an amount of Rs.700/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Amaravati 1 of the District Amravati.	
Payment Details	
Bank Name SBIN	Date 02/02/2021
Bank CIN 10004152021020205836	REF No. CHF6839775
This is computer generated receipt, hence no signature is required.	

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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0202202114768	Date 02/02/2021
Received from SHRI MANOJ RAMESHRAO BARABDE, Mobile number 00000000000, an amount of Rs.80/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Amaravati 1 of the District Amravati.	
Payment Details	
Bank Name SBIN	Date 02/02/2021
Bank CIN 10004152021020213311	REF No. CHF6889983
This is computer generated receipt, hence no signature is required.	



31-2-21	31-2-21
2021	2021

CORRECTION OF 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. 15, 49,790 /-

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

(Stamp Duty Paid Rs. 49,500 /-) 3/0

Agreement for Sale Valued of Rs. 16, 50,000 /-

(Rs. Sixteen Lac Fifty Thousand Only)

THIS SALE OF AGREEMENT is executed at Amravati on this
02nd DAY OF February 2021 BETWEEN:

That the Sale of Agreement is executed at Sub-Registrar Office at Amravati on dated 12/01/2021 at Sr. No. 196/2021 . But There are some mistake made in Boundaries of Flat . Therefore the CORRECTION SALE OF AGREEMENT is to be made before this authority. That the Correction of this sale of agreement is to be made on the Page No. 11 , in Schedule B.

Mr. Rajesh Sukhdeorao Raut through Proprietor SHREE YOGIRAJ BUILDER AND DEVELOPER BY (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

1) Mr. Manoj Rameshrao Barabde, Age- 35 yrs At- Kumbhargaoon Bk, Tah- Daryapur. Dist- Amravati. (PAN NO. BGQPB5478L) And



2) Mrs. Mayuri Manoj Barabade, Age- 35 yrs At- Kumbhargaoon Bk, Tah- Daryapur. Dist- Amravati. (PAN NO. AVLPT7292F) 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**.

WHEREAS the Vendor is absolutely seized and possessed of the land bearing Survey - 08, Layout 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

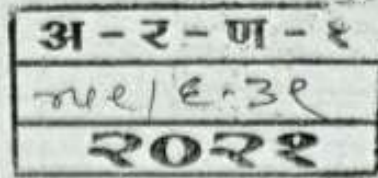
Which is on record and in ownership of Mr. Rajesh Sukhdeorao Raut (Vendor). That the vendor became the sole and absolute owner of the above said plot and TDR (Rights), AND

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 **THIRD FLOOR** of **FLAT NO 303** to the Other Party. On this Third Floor there are **Total Four Flat including FLAT NO 303**, 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. 16,50,000 /-Rs. (Sixteen Lacs Fifty Thousand Rs Only)** till to the whole construction **And in consideration of Rs. 2,50,000/- (Two Lac Fifty Thousand)** as a advance payment for agreement to sale of **Flat No. 303** 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. 303** on the Third floor of **"SHREE**



YOGIRAJ APARTMENT". Hereinafter, referred to sell the said flat on the following terms and conditions.

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 **THIRD FLOORS, FLAT NO. 303** in the building named of **"SHREE YOGIRAJ APARTMENTS"**, Total Carpet Area admeasuring of this Flat No. 303 is - 37.32 sq. meters, and Build Up Area - 42.46 Sq meters as delineated on the plan and decided to sale it on a sum of Rs. 16, 50,000 /-Rs. (Sixteen Lacs Fifty Thousand Rs Only) as under as -

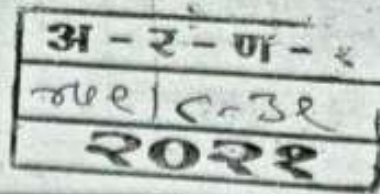
That the allottee has to pay on or before execution of this agreement of Rs. 2, 50,000 /- (Two Lack Fifty Thousand) as a advance payment or application fee as per the details given below,

Sr. No	Amount Rs	Cheque No	Bank Name
1	250000	151626	SBI Bank Anjangaon Surji Received on dated- 27/12/2020

That the allottee / Purchaser here by agrees to pay to Vendor / the promoter the balance amount of Rs. 14,00,000 /-Rs. (Fourteen Lac Rs Only) in the following manners:--

Sr. No	Particulars	Amount has to Pay
1	On Agreement to Sale	Rs. 250000 /-





2	On completion of Fifth Slap	Rs. 250000 /-
3	On completion of walls, Internal Plaster, Floorings of the said Apartment	Rs. 250000 /-
4	On completion of sanitary fittings, staircases, lift wells, lobbies up to the floor level and also doors and windows of the said Apartment	Rs. 250000 /-
5	On completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the building of the said Apartment is located	Rs. 150000 /-
6	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. 150000 /-
7	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 (Fourteen Lac Thousand only)	Rs. 14,00,000 /-

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. 303 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 and she 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.

(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



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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 and she shall maintain the apartment at his own cost in good tenatable 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 and she 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 and she 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.

(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 be entitled to any right, benefit or interest on the same.

(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-

