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**DEED OF DECLARATION
U N D E R
APARTMENT OWNERSHIP ACT, 1970**

जलन - 3

वस्तु क्र. 9537/2090

242

THIS DEED OF DECLARATION is made at Jalgaon in respect of a building called **SANIKA TOWER** situated at Pimprala shiwar, Tal & Dist. Jalgaon, and situated within the Municipal Corporation Limits of City Jalgaon and Sub-Registration District of Jalgaon. On this **10 DAY OF MAY, 2018.**

SAU. SUCHETA JITENDRA KOLHE Age 44 years, Occupation : Architect, Residing at : 4B, Tagore Nagar, Near Jilha Peth Police Station, Jalgaon, Tal and Dist. Jalgaon. **PAN : AHUPK1561B** hereinafter referred to as '**THE GRANTOR**' (which expression unless it be repugnant to the context and meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns). And who is fully empowered & qualified to execute this Deed of Declaration does hereby states :



जलन - ३

वस्तु.क्र. १८३५/२०१८

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FIRST :

THAT the Grantor Owns and Possessess a free hold piece and parcel of land bearing **Plot No.60 (Sixty)** admeasuring **305.59 Sq.mtr.** having Length and Widths as East side : 16.00 mtr, West side : 20.25 mtr., North side : 17.00 mtr., South side : 16.25 mtr., situated at **GAT No. 303** of **PIMPALA SHIWAR**, Tal and Dist. Jalgaon. This Gat Number is having Non-Agricultural Permission issued by Collector, Jalgaon bearing No.Jamin/102001/SR/121/2001 dt. 11.09.2001. And which is bounded as :

- On or towards East : 18.00 mtr., wide Road
- On or towards West : Plot No.57 & 58
- On or towards North : Plot No. 59
- On or towards South : 9.00 mtr., wide Road

which is purchased by present Grantor by registered Sale Deed documents bearing No. 1860 dt. 02.05.2016 from Satyanarayan Gopaldas Khatod and which is hereinafter referred to as '**THE SAID PLOT**'.

WHEREAS the present Grantor has purchased Transferable Development Right (T.D.R.) admeasuring 61.13 Sq.mtr., of "C" Zone available from Khedi Bk. Survey No.11/2 of Khedi Bk. Shiwar, Tal and Dist. Jalgaon by DRC No.024 dt.11.11.2009 on the said Plot by way of registered Sale Deed document bearing No. 183 dt.23.01.2017 from Pravin Wasudeo Khadake forself and General Power of Attorney holder of Lalita Liladhar Chaudhari, Anil Jagannath Khadake & Sanjeev Nilkantha Zambre, hereinafter referred to as "**THE SAID TDR**".



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AND WHEREAS the said Plot & said TDR jointly hereinafter referred to as "**THE SAID PROPERTY**" which is more particularly described as above.

SECOND :

That the Grantor is constructing on the said Plot consists of in total 4 (Four) Shop Units on Ground Floor and 12 (Twelve) Flat/Apartment Units on First Floor, Second Floor, Third Floor and Forth Floor as per the available of present F.S.I.+ T.D.R. + Additional Premium making total 488.944 Sq.mtr.. Thus the Building is jointly known as **SANIKA TOWER** according to the Plans attached herewith which has been approved and sanctioned by Assistant Director of Town Planning Jalgaon Jalgaon Municipal Corporation of City Jalgaon by his Office Letter No. TP/BP/0204 dt.03.04.2017. The Postal address of the building is :

SANIKA TOWER

Plot No.60, Gat No.303, Pimprala
Shiwar, Jalgaon-425002.

THIRD :

THAT the building consists of Shop Units and Family Units on the Ground Floor, First Floor, Second Floor, Third Floor and Forth Floor. All the Shops & Flats are capable of individual utilisation on account of having their own exit to a common area and/or to restricted common area and facilities of the building and all the apartments in the said Building can be sold to one or



दस्त.क्र. १८३४/२०१८

५१५८

more owners, each owner obtaining a particular & exclusive property rights hereto and each apartment consisting of a heritable and transferable immovable property within the meaning of any law for the time being in force in the state, hereinafter referred to as 'the units' and also undivided share-of interest in the General and/or restricted common areas and facilities of the building as listed hereinunder in this deed necessary for their adequate use and enjoyment and hereinafter referred to as 'General and/or restricted common areas and facilities' all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970 and rules made thereunder, 1972.

FORTH :

THAT the aforesaid building is having total Built up area 488.944 Sq.mtr., outof which 476.93 Sq.mtr., constitutes area of Shop Units and Family Units / Apartment.

FIFTH :

THAT this condominium shall be known as **SANIKA TOWER** Condominium and the Units and common areas; restricted common area & facilities of the building are as follows :

[1] UNITS :

In all there are 4 (Four) Shop Units on Ground Floor, 3 (Three) Flats on First Floor, 3 (Three) Flats



ज ल न - ३

दस्त.क्र. १८३१/२०१८

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on Second Floor, 3 (Three)
Flats on Third Floor and 3
(Three) Flats on Forth Floor.

Which is more particularly described as below :

UNIT Nos.	FLOOR	BUILT UP AREA IN Sq.MTR.	CARPET AREA Sq.MTR.	LAND HOLDING Sq.MTR.	VOTING %AGE
G-1	GROUND	11.08	8.57	6.93	2.27 %
G-2	GROUND	10.19	8.00	6.37	2.08 %
G-3	GROUND	10.19	8.00	6.37	2.08 %
G-4	GROUND	10.79	8.32	6.74	2.21 %
101	FIRST	35.53	28.06	22.21	7.27 %
102	FIRST	45.18	37.55	28.24	9.24 %
103	FIRST	27.96	21.03	17.48	5.72 %
201	SECOND	35.53	28.06	22.21	7.27 %
202	SECOND	45.18	37.55	28.24	9.24 %
203	SECOND	27.96	21.03	17.48	5.72 %
301	THIRD	35.53	28.06	22.21	7.27 %
302	THIRD	45.18	37.55	28.24	9.24 %
303	THIRD	27.96	21.03	17.48	5.72 %
401	FOURTH	35.53	28.06	22.21	7.27 %
402	FOURTH	45.18	37.55	28.24	9.24 %
403	FOURTH	27.96	21.03	17.48	5.72 %
BALANCE F.S.I.		12.01	-	7.51	2.46 %
TOTAL		488.944	379.45	305.59	100.00



ज ल न - ३

दस्त.क्र. १६३४/२०१८

७/५८

[2] COMMON AREAS & FACILITIES :

- ⇒ Piece and parcel of land described in the First Paragraphs of this Deed viz Plot No.60 of Gat No.303 of Pimprala shiwar Tal and Dist. Jalgaon is common for all.
- ⇒ Septic Tank and Sanitary Pipe Line will be common for Flat Owners in the said building.
- ⇒ Parking facility as shown in the Plan will be common for only Flat Owners in the said building.
- ⇒ Underground Water Storage Tank with Electric Motor will be common for all Flat Owners in the said building.
- ⇒ Overhead Water Storage Tank will be common for Flat Owners and Ground Floor Shop Owners in the said building.
- ⇒ Staircase as shown in the Plan will be common for all Flat Owners in the said building.
- ⇒ Lift and Lift room in the said building will be common for all Flat Owners in the said building.
- ⇒ Compound wall with Entrance Gates will be common for all Flat Owners in the said building.
- ⇒ One Bore-well with Electric Pump, Pipe fitting and Pannel Board will be common for Flat Owners in the said building.
- ⇒ One Three Phase Electric Metre Connection will be common for all Flat Owners in the said building for the purpose of common use.



- ⇒ One Municipal Water Connection will be common for all Flat Owners in the said building.
- ⇒ Plumbing network through out the building in common area will be common for all Owners.
- ⇒ Electric wiring network through out the building in common area will be common for all Owners.
- ⇒ Necessary Light connections through out the building in common areas will be common for all.
- ⇒ Drainage lines through out the building will be common for all Owners.
- ⇒ The foundations, main walls, columns, beams and roof of the building as described in the Plan which form a part of this deed.
- ⇒ One Toilet common for all Ground Floor Shop Owners in the said building.
- ⇒ Marginal Open space in front of Ground Floor Shop Units will be common for Shop Unit holders as a Parking.
- ⇒ All Shop Owners cannot do the Business of Selling, Storing of Liqueur or Beer Shoppy or Explosive things etc.

[3] RESTRICTED AREAS :

- ⇒ The Terrace of the said building is owned and possessed by the present Grantor only and she



ज ल न - ३

वस्त.क्र. १८३१ / २०१८

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has full right to construct Flats in future by using balance F.S.I. soalso after availment of additi-

onal T.D.R. or additional F.S.I. from legal ways. So also, they have each and every right to give the said Terrace for Advertisement board and any other ways as they like and no Shop and Flat Owners shall take any objection for the same.

- ⇒ The Balance area & Future F.S.I. with undivided share in the land is totally owned and possessed by present Grantor only.
- ⇒ All the Owners in **SANIKA TOWER** should be bind for Sign. The Proposed & Revised Plan for the Construction of Additional Units/Flats and the necessary papers or documents about each and every permission from the Competent Authority.
- ⇒ The Grantor reserve all absolute rights to change, cancel, amepd any plans or specifications at any time without assigning any prior notice.
- ⇒ All the proposed owners in the said building should form a Society for permanant maintenance of the building.
- ⇒ All maintenance charges to maintain the entire Buildings are to be shared equally or their voting percentage by all unit holders. Even if the Flat is unoccupied and vacant then also maintenance charges are to be borne by the unit owner equally or their Voting Percentage Share Or One Time Maintenance, subject to increase in the meeting.



SIXTH :

THAT right, title and interest of each owner of a family unit in the common areas and facilities and their proportionate share in the profits and common expenses in the said General common areas and facilities as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of **SANIKA TOWER** Condominium is based on the proportionate percentage interest of each family unit to the total cost of family units.

- AS DESCRIBED IN THE PARAGRAPHS FIFTH OF THIS DEED -

SEVENTH :

THAT the administration of **SANIKA TOWER** Condominium consisting of aforesaid building and parcel of the land described in the paragraphs first and fifth of this Deed shall be in accordance with provisions of this Deed and with the provisions of bye-laws which are made a part of this Deed and are attached herewith.

EIGHT :

THAT as appears above a Plan of Apartment Ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 so that the family units comprised in the said building called as **SANIKA TOWER** may be conveyed and registered as individual properties capable of individual unit of independent use on account of each having its own exit to a common area and



ज ल न - ३

दस्त.क्र. १८३१/२०१८

१११५८

facility of the building, each family unit owner having an exclusive and particular right, title and

interest over his respective family unit and in addition the specified undivided interest in the common areas and facilities.

NINETH :

THAT for the purpose of stamp duty and registration fees to be imposed on the registration of this Deed in the Register of Declaration and Deeds of Apartment under section 13 (5) the value of the **SANIKA TOWER** Condominium is valued at as per Government /Market Valuation.

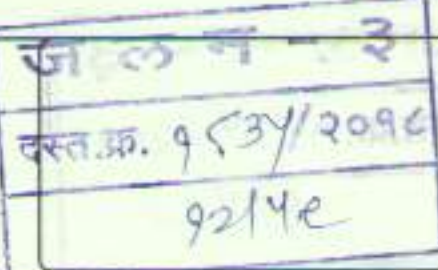
TENTH :

THAT so long as the Grantor owns one or more of the family units the Grantor shall be subject to the provisions of this Deed and of the Exhibit attached hereto and the Grantor covenants to take no action which will adversely affects the rights of the Association of Apartment Owners with respective assurances against latent defects in the building or rights assigned to the association by reason of the establishment of **SANIKA TOWER** Condominium.

ELEVENTH :

THAT the General and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.



**TWELVETH :**

THAT the percentage of the undivided interest in the General and/or restricted common areas and facilities established therein shall not be changed except with the unanimous consent of all the Apartment Owners expressed in amendment to this Deed duly registered.

THIRTEENTH :

THAT the undivided interest in the General and/or restricted common areas and facilities shall not be separated from the family units to which it appertains and shall be deemed conveyed or encumbered with the unit even though such a interest is not expressly mentioned or described in the conveyance or other instruments.

FOURTEENTH :

THAT each Apartment Owner shall comply with the provisions of this Deed, bye-laws, decisions and resolutions of the Association of Apartment Owners of its representative, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due, for damages, for injunctive relief.

FIFTEENTH :

THAT the dedication of the property to the Plan of Apartment Ownership herein shall not be revoked, or



जलन - ३

वस्तुक्र. १८५/२०१८

१३५८

12

the property removed from the Plan of Apartment Ownership, or any of the provisions herein

amended unless all of the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation, or amendment or removal of the property from the plan by duly registered instruments.

SIXTEENTH :

THAT no Apartment Owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the General and/or restricted common areas and facilities or by the abandonment of his family unit.

SEVENTEENTH :

ALL sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other except only (1) charge, if any of the family unit for payment of Government or Municipal taxes or both, and (2) all sums unpaid on a first mortgage of the Apartment.

EIGHTEENTH :

THAT all present or future owners, tenants, future tenants or any other person that might use facilities of the building in any manner, are subject to the provisions

