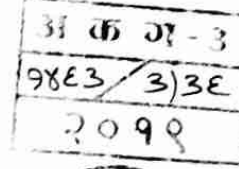


DEED OF DECLARATION

(Under Sec. 2 of Maharashtra Apartment Ownership Act 1970)

THIS DEED OF DECLARATION made and execute at Akola on this 30th day of September, 2019, by :-

- 1) **Shri Sanjaykumar Rameshkumar Chourasiya**,
aged about 53 years, Occ. Business,
 - 2) **Shri Vijaykumar Rameshkumar Chourasiya**,
aged about 51 years, Occ. Business,
Both R/o. Mankarna Plot, Akola, Tq. Dist. Akola.
- (hereinafter referred to as the "Grantors") who are fully empowered and qualified to execute this DEED does hereby state :-



1. That, the Grantors possesses the following land, which is described as under :-

All that peice and parcel of land at Mouje Naigaon, Tq. & Dist. Akola, within the limits of Municipal Corporation Akola, bearing Layout Plot No. 84 and 85 out of Field Survey No. 27 which is converted as non-agricultural in Rev. Case No. NAP-34/Naigaon/37/1983-84 order dated 20.10.1984 by S.D.O. Akola. The said Plot No. 84 and 85 each admeasuring 150.00 Sq.Mtrs. and both the plots totally admeasuring 300 Sq.Mtrs. (3228 Sq.Ft.). The said plots are bounded as under :-

- | | | |
|--------------|---|---|
| On the East | - | Layout Plot No. 78 and 79 |
| On the West | - | Service Road and thereafter Akola-Akot Road |
| On the North | - | Layout Plot No. 83 |
| On the South | - | Layout Plot No. 86 |

The Grantors are become the owner and possessor of the said plot property by virtue of two registered sale deed dated 28.07.1987 registered at Sr.No. 194 and dated 16.01.1986 registered at Sr.No. 177.

2. On the abovesaid plots admeasuring 300.00 Sq.Mtrs., the Grantors has decided to construct a flat scheme building known as **"EKTA APARTMENT"** according to the plans attached here to as Exhibit-A which are aproved by the competant authority i.e. the Municipal Corporation, Akola by their Commencement Certificate No. 14/665/2017-18 and Auto DCR Sanction No. 13 dated 04.04.2018.

The Postal address of the said building is as under :-

EKTA APARTMENT

Shankar Nagar, Akot File, Akola-Akot Road,
Akola, Tq. & Distt. Akola.

3 That the said Scheme shall consist 6 shops on ground floor and 4 flats each on first and second floors. All family units are capable of individual utilization on account of having their own exit to the common area and facilities of the Scheme and the family units will be sold to one or more owners. Each owner obtaining a particular and exclusive right thereto and each family unit constituting heritable and transferable immovable property within the meaning of any law for the time being in force in the State (hereinafter referred to as "Family Unit") and also an divided interest in the general and / or restricted common areas and facilities of the building as listed hereinafter in this DEED, necessary for their adquate 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.

4 That the above said Scheme has the total construction area as per schedule given hereafter.

5 That, this residential family and shop units shall be known as "EKTA APARTMENT" and that the family units/shops and common areas and facilities of the buildings and undivided share in land will be as follows :-

A) Each family unit / shop are unfurnished. Construction area & undivided share of each family unit/shop will be as under :-

Flat/Shop No.	Builtup Area	Super Builtup Area	Univided Share in Land
Ground Floor			
Shop No. 1	12.36 Sq.Mtrs.	15.33 Sq.Mtrs.	1/14th share
Shop No. 2	12.36 Sq.Mtrs.	15.33 Sq.Mtrs.	1/14th share
Shop No. 3	12.36 Sq.Mtrs.	15.33 Sq.Mtrs.	1/14th share
Shop No. 4	12.36 Sq.Mtrs.	15.33 Sq.Mtrs.	1/14th share
Shop No. 5	12.36 Sq.Mtrs.	15.33 Sq.Mtrs.	1/14th share
Shop No. 6	12.36 Sq.Mtrs.	15.33 Sq.Mtrs.	1/14th share
First Floor			
Flat No. F-1	38.96 Sq.Mtrs.	48.70 Sq.Mtrs.	1/14th share
Flat No. F-2	38.96 Sq.Mtrs.	48.70 Sq.Mtrs.	1/14th share
Flat No. F-3	38.96 Sq.Mtrs.	48.70 Sq.Mtrs.	1/14th share
Flat No. F-4	38.96 Sq.Mtrs.	48.70 Sq.Mtrs.	1/14th share
Second Floor			
Flat No. S-1	38.96 Sq.Mtrs.	48.70 Sq.Mtrs.	1/14th share
Flat No. S-2	38.96 Sq.Mtrs.	48.70 Sq.Mtrs.	1/14th share
Flat No. S-3	38.96 Sq.Mtrs.	48.70 Sq.Mtrs.	1/14th share
Flat No. S-4	38.96 Sq.Mtrs.	48.70 Sq.Mtrs.	1/14th share

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B) Terrace of the said scheme/building shall be exclusively owned and possessed by the grantors and the grantors have full right to construct the additional floor on the terrace as per the sanctioned FSI or otherwise ratio is increased. Then the grantors shall have to utilise the said index of additional FSI and other flat owners will not create any obstruction in that regard.

6. Common areas and facilities :-

- i. The piece and parcel of the land more particularly described in para no. 1 of this Deed
- ii. The following facilities located throughout the building and as shown in Exh. A attached hereto
 1. Plumbing network throughout the Scheme
 2. Electric wiring network in each family unit
 3. Necessary light and water connection
 4. Foundation and main walls, columns, beams and slabs of the building as described in the plans which form part of this deed in Exh. A hereof
 5. Sanitary Fittings & septic tank.
 6. Common pathway throughout the scheme
 7. There is parking facility is provided in the scheme

(a) That the right, title and interest of each owner of a family unit, in the general common area and facilities listed above 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 association of family unit owners of the "EKTA APARTMENT CONDOMINIUM", is based on the proportionate value of each family unit to the total value of all family units.

(b) That, the right, title and interest of each owner of the family unit, in the restricted common areas and facilities located in the scheme as listed above, and their proportionate shares in the profit and common expenses in the said common areas and facilities, as well as the proportionate representation for voting purposes, with respect to the said restricted common areas and facilities in the meeting of the association of family unit owners of the "EKTA APARTMENT" is based on the proportionate value of each family unit to the total value of all family units located in the scheme.

(c) The proportionate representation for voting purposes provided in (a) and (b) may be limited in accordance with the provisions of the bye-laws of the Association, attached hereto as Exhibit B. Association of the Units member will be form according to bye-laws of association.

(d) Apartments and the percentage of divided interest in the common areas and facilities together with undivided share in land appertaining to the scheme are not encumbered in any manner what soever on the date of this declaration. All the property mentioned in this declaration i.e. units and undivided shares of lands are free from all encumbrances.

8. That the administration of "EKTA APARTMENT" consisting as aforesaid of the building and parcel of land described above shall be in accordance with the provisions of this Deed, and with the provisions of the bye-laws, which are made a part of this Deed and are attached hereto as Exhibit B.

22. That the Manager or Board of Managers of the Association shall obtain and continue in effect blanket property Insurance in Form and amounts satisfactory to mortgages holding First Mortgages covering the owner of family unit to obtain individual family unit insurance.

23. That the Manager of Board of Managers of the coverage shall be a common expense to be paid by monthly assessment levied by the Association of Apartment Owners, and that such payment shall be held in the separate accounts of the Association and used solely for the payment of the blanket property Insurance premium as such premium becomes due.

IN WITNESS WHEREOF hereto set his hand on the day, date, month and year mentioned hereinabove in presence of the following witnesses.

Witnesses
X 1. Jamini Ahirwar
12/11/22



Signature of Grantors

[Signature]

(Sanjaykumar Rameshkumar Chourasiya)

X 2. Dhirendra K. Keswani



2. [Signature]

(Vijaykumar Rameshkumar Chourasiya)

