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Monday, May 13, 2019
11:41 AM

पावती

Original/Duplicate
नोंदणी क्र.: 39M
Regn.: 39M

पावती क्र.: 2242 दिनांक: 13/05/2019

गावचे नाव: म्हसला
दस्तऐवजाचा अनुक्रमांक: अरन3-1705-2019
दस्तऐवजाचा प्रकार: डिक्लरेशन
सादर करणाऱ्याचे नाव: दिनेश रागराव डोलारे 000 0

नोंदणी फी रु. 100.00
दस्त हाताळणी फी रु. 840.00
पृष्ठांची संख्या: 42

रु. 940.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अदा
12:07 PM ह्या वेळेस मिळेल.

बाजार मूल्य: रु. 0/-

मोबदला रु. 1/-

भरलेले मुद्रांक शुल्क : रु. 100/-

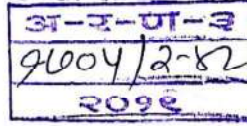


Joint Sub Registrar Amaravati III

1) देयकाचा प्रकार: eChallan रक्कम: रु. 100/-
सीडी/धनादेश/पे ऑर्डर क्रमांक: MH001426723201920E दिनांक: 13/05/2019
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु. 840/-
सीडी/धनादेश/पे ऑर्डर क्रमांक: 1305201900935 दिनांक: 13/05/2019
बँकेचे नाव व पत्ता:

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5/13/2019



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1305201900935	Date 13/05/2019
Received from DINESH RAMRAO DOLARE, Mobile number 9823266969, an amount of Rs.840/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Amravati 2 of the District Amravati.	
Payment Details	
Bank Name SBIN	Date 13/05/2019
Bank CIN 100041520190513118468	REF No. CHA8629076
This is computer generated receipt, hence no signature is required.	





महाराष्ट्र MAHARASHTRA

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दिनेश रामराव डोलारे

[Signature]

सुपरी डि. वी.
पुणे जिल्हा, का. 9/20
को. अमरावती

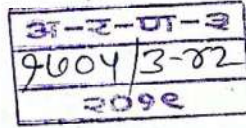


DEED OF DECLARATION

in respect of

"VINAYAK APARTMENT"

Form / Exhibit - A



Under the provision of Maharashtra Apartments ownership Act 1970)

THIS DEED OF DECLARATION is made in the city of Amravati on this 10th day of May 2019 by

Shri. Dinesh Ramrao Dolare, Aged about 47 yeas, Occupation- Business, R/o Tapovan Road, Amravati, Tq. & Dist. Amravati (Hereinafter referred to as '**GRANTOR**', who is fully empowered and qualified to execute this Deed does hereby state). GST No.27AAOPD2130LIZS.

submitted by the Grantor before the Town planning Authority of Municipal corporation, Amravati. The said building plan

[illegible]

9604/8-82



रघूपती वि. वैद्य

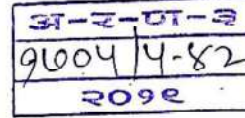
क्र. 649

मुद्रांक घेणाऱ्याचे नांव दिनेश राऊत वकील

रा. हस्त

अ.क्र.	मुद्रांक नं.	मुद्रांक विमत	नम	एकूण
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			एकूण	900

प्रकृण अक्षरी रु. श्रीमान म
सही
रघुपती वि. वेद्य



First :- That the GUARANTOR is the sole and absolute owner of-

1) "Layout converted plot no. 41, admeasuring 223.00 sq.mtrs, plot no. 42 admeasuring 195.00 sq.mtrs which are amalgamated by M.C. Amravati as per order no. 0362 dated 13.02.2019. After amalgamation, plot admeasuring 418 sq.mtrs. (4500 sq.ft) from F.S. No. 17/1 & 2 of Mouje Mhasla, Pragane Nandgaon Peth, Tq. & Dist. Amravati converted as per Rev. Case No. NAP-34/Mhasla-48/1985-86" decided on 08.04.1986 situated within the limits of Amravati Municipal Corporation, which is commonly bounded as under :-

Towards East : Other layout
Towards West : Plot no. 43
Towards North : Service lane
Towards South : Road in Layout"

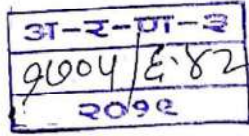
2) "TDR certificate issued by the Amravati Municipal Corporation vide Folio No. AMC/ ADTP/TDR/112/2017 dated 01.11.2017, certificate no. 112/2017 total area of 7810 sq.mtrs. in Zone-A of Amravati, out of which T.D.R. rights, admeasuring 3767.37 sq.ft (350.00 sq.mtrs) from F.S. No. 120/4A of Mouje-Rahatgaon, Tq. & Dist. Amravati"

That the Grantor has acquired title of the aforesaid plot nos. 41, 42 way of Sale deed dt. 17.11.2018 regd. at Sr. No. 4015 and T.D.R. rights purchased as per registered sale deed dated 22.02.2019 at Sr. No. 693. Thus the Grantor is absolute owner of the plot nos. 41, 42 total admeasuring 418.00 sq.mtr and T.D.R. rights, admeasuring 350.00 sq.mtrs.

Second :-

That the Grantor has started development of the plots and he has decided to construct a residential building on the aforesaid plot. Accordingly, the building plan of the scheme was submitted by the Grantor before the Town planning Authority of Municipal corporation, Amravati. The said building plan





approved and sanctioned by the Municipal Authority as per building permit no. 0421 dated 29.03.2019 and the Grantor has declared the scheme by name and style as **"VINAYAK APARTMENT"**. Thus this deed of declaration is being executed. Details of the scheme are as under :-

Third :

- 1) Name & Permanent address of the scheme : **Vinayak Apartment, Ramanand Residency, Tapovan Road, Amravati.**
- 2) Floor & Built up area of the scheme :
 - A) That the said building i.e. **"VINAYAK APARTMENT"** consists of five floors, i.e. ground, first, second, third & fourth.

In the scheme of **"VIYANAK APARTMENT"**, there are total Nine flats. Out of which on flat situated on the first, second, third & fourth floor.

- B) The aforesaid building has total built-up area and other specified areas as under :-

Total built-up area of the said building is 714.17 sq.mtrs. out of which,

Ground floor	:	82.09 sq.mtr
First floor	:	158.02 sq.mtr
Second floor	:	158.02 sq.mtr
Third floor	:	158.02 sq.mtr
Fourth floor	:	158.02 sq.mtr

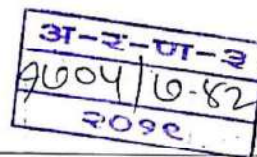


Besides the total built up area of the residential flats, the balcony & staircase area as per the sanctioned building plan.

C) NUMBER OF THE FAMILY UNITS :

On the ground, first, second, third & fourth floor, there are total ^{Nine} ~~thirteen~~ family units in the said scheme. The number of the family units are as under :-

Floor	Family unit number
Ground	G1
First	F2 & F3



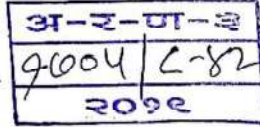
Second	S4 & S5
Third	T6 & T7
Fourth	F8 & F9

D) Detailed description of each family units are as under -

Flat No.	Floor	Built up Area	Carpet Area	Super Built up area	Undivided share in % land	Additional facility
G-1	Ground	82.09	70.09	102.40	11.12%	Open space to the east and south portion east admeasuring 55.02 sq.mtr for use occupation.
F2	First	79.01	70.09	99.32	11.11%	
F3	First	79.01	70.09	99.32	11.11%	
S4	Second	79.01	70.09	99.32	11.11%	
S5	Second	79.01	70.09	99.32	11.11%	
T6	Third	79.01	70.09	99.32	11.11%	
T7	Third	79.01	70.09	99.32	11.11%	
F8	Fourth	79.01	70.09	99.32	11.11%	
F9	Fourth	79.01	70.09	99.32	11.11%	



All the said units are to be used for residential purposes. The floors consist of individual apartments for residential purposes only and are capable of individual utilization on account of having therein exit to the common area and facilities of the building and the apartments will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto and each apartment constituting a heritable and transferable, immovable property right within the meaning of any law for the time being in force in the State and also an undivided interest in the general and/ or restricted common areas and facilities of the building, as listed hereinafter 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.

Common areas and facilities :

- The parcel of the land described in paragraph first of this deed.
- Compound wall and iron grill gate.
- A stairway as per sanctioned map.
- Parking spaces on the ground floor as per sanctioned map.
- One overhead tank to store water.
- Electric pump set installed for pumping water to overhead tank.
- Electric wiring throughout the common areas.
- Foundation, main walls, columns, roof of building, terrace as shown in Exhibit-A.
- Lift facility is to be provided by the Grantor.

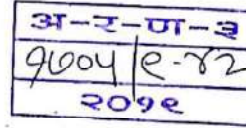
Forth :-

That the right, title and interest of each owner of apartment in the general common areas and facilities listed under letters A to I of paragraph fifth 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 the Association of Apartment owners of the "VINAYAK APARTMENT" is based on the proportionate value of each family unit to the total value of all family units.

Fifth :-

That the administration of the "VINAYAK APARTMENT" consisting as aforesaid of the building and parcel of land described in para first & third of this deed of declaration shall be in accordance with the provisions of this deed and with the provisions of the Bylaws which are made a part of this Deed and are attached hereto as Exhibit-B.



**Sixth :-**

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 all the shops and family units of the ground, first, second, third and fourth floors may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to a common area and 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 and/ or restricted common areas and facilities.

Seventh :-

That so long as the GRANTOR owns one or more of the family units, the grantor shall be to subject to the provisions of this Deed and Exhibit 'A' & 'B' attached hereto and the Grantor covenant to take no action which will adversely affect the rights of the Association of the Apartments owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of establishment of the VINAYAK APARTMENT.

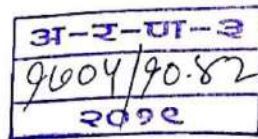
Eighth :-

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.

Ninth :-

That the percentage of the undivided interest in the general and/ or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment to this Deed duly registered.



**Tenth :-**

That the undivided interest in the general and / o restricted common areas and facilities shall not be separated from the Family unit to which it appertains and shall be deemed conveyed or encumbered with the unit even through such interest is not expressly mentioned or described in the conveyance or other instrument.

Eleventh :-

That each apartment owner shall comply with the provisions of this Deed, the Bye laws, decisions and resolutions of the Association and Apartment owners or 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 or for injunctive relief.

Twelfth :-

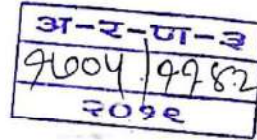
That the dedication of the property to the Plan of Apartment ownership herein shall not be revoked, or the property removed from the plan of Apartment Ownership, or any of the provisions herein amended unless all of the apartment owners and the mortgagees of all the mortgagor covering the units unanimously agree to such revocation, amendment, or removal of the property from the plan by duly registered instruments.

**Thirteenth :-**

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.

Fourteenth :-

All sums assessed by the Association but unpaid for their share of the common expenses chargeable to any family unit shall constitute charge on such family unit prior to all the other



charges except only 1) Charge, if any, on the family unit for payment of Government or Municipal Taxes or both and 2) all sums unpaid on a first mortgage of the apartment.

Fifteenth :-

That all present or future owners, tenants, future tenants or any other persons that might use the facilities of the building in any manner are subject to the provisions of this Deed and that the mere acquisition on rental of any of the family units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this Deed are accepted and ratified. The respective family units shall not be rented or given on lease and license or caretaker basis by the apartment owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation for any period less than thirty days or (b) any rental for which the occupants of the family units are provided customary hotel or boarding or lodging or paying guest services other than the foregoing obligations, the apartment owners of the respective family units shall have the absolute right to lease such unit or give it on leave and license or caretaker basis subject to the covenants and restrictions contained in this Declaration and further subject to bye-laws in Exhibit-B attached herewith.

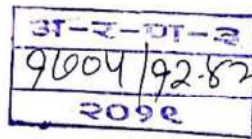
Sixteenth :-

That, if the property, subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

Seventeenth :-

That, where a family unit is sold to a mortgagee in exercise of his powers of sale under an English mortgage or by a Court in execution of decree in suit brought by a mortgagee against the owner of such family unit, then neither the mortgagee nor the purchaser who derives title to the family unit at such, or his





successors or assigns shall be liable for assessments by the Association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association of Apartment owners from filing and claiming charges for such assessments and enforcing same as provided by law, and that such charges shall be sub-ordinate to such mortgage.

Eighteenth :-

That in a voluntary conveyance of a family unit the Grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association of Apartment Owners against the later for his share of the common expenses upto the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee. However, any such grantee shall be entitled to statement from Manager or board of Managers of the Association, as the case may be, setting forth the amount of the unpaid assessments against the Grantor due to the Association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a charge for, any unpaid assessment made by the Association of the Apartment owners against the Grantor in excess of the amount therein set forth.

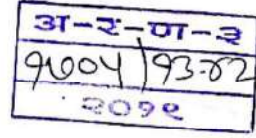


Nineteenth :-

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 mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

Twentieth :-

That insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly



assessments levied by the association of apartment owners; and that such payment shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

Twenty one :-

That the Grantor has provided lift facility to the building and therefore, all the unit holders shall be equally liable and responsible for the maintenance charges of the lift.

EXHIBIT B

BYE-LAWS OF "VINAYAK APPARTMENT"

CHAPTER - I

1) Short title and application :-

1) These by-laws may be called the By-laws of the "VINAYAK APPARTMENT" condominium.

2) The provisions of these by-laws apply to the "VINAYAK APPARTMENT" Condominium.

All present or future owners, tenants, future tenants, or their employees, or any other person that might, use the facilities of the building in any manner, are subject to the regulations set-forth in these by-laws.

The mere acquisition or rental or taking or license of any of the family units (hereinafter referred to as "units") of the building or mere act of occupancy of any of the said units will signify that these by-laws are accepted, rectified, and will be complied with.

2) Definitions :-

{(1)} In these by-laws, unless the context requires otherwise-

- a) "Act" means the, Maharashtra Apartment Ownership Act, 1970.
- b) "Association" means the Association of all the Apartment Owners constituted by such owners for the

