Friday, June 30 ,2017
3:18 PM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 4641 दिनांक: 30/06/2017

गावाचे नाव: खामला
दस्तऐवजाचा अनुक्रमांक: नगन4-3378-2017
दस्तऐवजाचा प्रकार : डीड ऑफ अपार्टमेंट
सादर करणाऱ्याचे नाव: श्रीमती आशा पांडुरंग पाठराबे व इतर 11 तर्फे आममुखत्यार श्री. श्रीराम मनोहर केकरे - -

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 400.00
पृष्ठांची संख्या: 20	
एकूण:	रु. 500.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 3:36 PM ह्या वेळेस मिळेल.

सह दु[illegible] वंधक, वर्ग-२ NGP4
नागपुर क्र. ४

बाजार मुल्य: रु.0 /-
मोबदला रु.1/-
भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-
2) देयकाचा प्रकार: By Cash रक्कम: रु 400/-

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महाराष्ट्र MAHARASHTRA ◐ 2015 ◐

NAGPUR TREASURY
X 252269
01 JUN 2017
Stamp Head Clerk / Sr. Clerk

Deed of Apartment

In respect of
Apartments retained by Land-Owners in
"Koastal Apartments"

This **DEED OF APARTMENT** is made on this 29th day of June, 2017.

BY

नगन - ४
3364/2010
9/20

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1. SMT.ASHA PANDURANG PATHRABE;
PAN BGGPP 4789 J :
Aged about 66 years, Occupation Housewife;
r/o : Apartment No.1, Ground Floor; House No.3650

2. SHRI ABHIMANYU s/o MAROTRAO DHAGE
PAN AQYPD 7926 J;
Aged about 56 years, Occupation Agriculturist,
r/o : Apartment No.2, Ground Floor; House No.3650/A

3. SHRI RAMESH s/o KRISHNARAO MUNDE
PAN ADJPM 4727 C
Aged about 69 years, Occupation Retired,
r/o : Apartment No.3, Ground Floor; House No.3650/B

4. SHRI RAKESH s/o MURLIDHAR JAISWAL
PAN ADFPJ 7099 G
Aged about 42 years, Occupation Service,
r/o : Apartment No.4, Ground Floor; House No.3650/C

5. (i) SHRI DEEPAK s/o DURGAPRASAD MAHULE
PAN ACGPM 0308 P
Aged about 44 years, Occupation Service,
AND
(ii) SHRI DURGAPRASAD s/o MANGALPRASAD MAHULE
PAN ACJPM 6141 K
Aged about 70 years, Occupation Retired,
r/o : Apartment No.5, First Floor; House No.3650/D

6. (i) MRS.SHEELA wd/o ELOI FERNANDEZ,
PAN ABJPF 6464B
Aged about 64 years, Occupation House-Hold,
AND
(ii) MR. ELVIS S/O ELOI FERNANDEZ,
PAN ABJPF3819N
Aged about 33 years, Occupation Service,

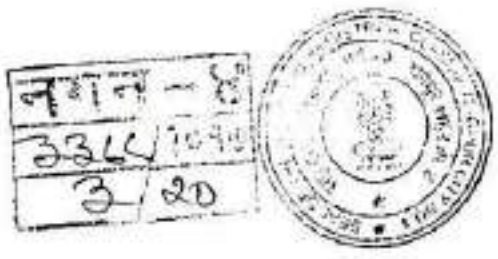
Both : Legal Representatives of :
MR. ELOI s/o XAVIER FERNANDEZ expired on 18 Sept.2014

Both r/o : Apartment No.6, First Floor; House No.3650/E

7. (i) SHRI RAMDAS s/o SHAMRAO KUMBHARE
PAN ACQPK 6599 Q
Aged about 67 years, Occupation Service,

(ii) SMT.ASHA w/o RAMDAS KUMBHARE
PAN ACTPK 2844 F
Aged about 57 years, Occupation House-wife,
Both r/o : Apartment No.7, First Floor; House No.3650/F

8. a) SMT. SASMITA wd/o BABURAO NIKHAR,
PAN : AGJPN 9329 E
Aged about 69 years, Occupation House-Hold,



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8. b) SHRI SWAPNIL s/o BABURAO NIKHAR,
PAN : ACZPN 7845 B
Aged about 38 years, Occupation Service,

8. c) SAU.ASHLESHA w/o MANISH KHODWE,
(Pre-Marital Name : Ku. Ashlesha d/o Baburao Nikhar),
PAN : ABNPN 4537 F
Aged about 44 years, Occupation : Service,
r/o : # E – 38/4, DRDO Township Phase-2,
Kaggadaspura, Po.C.V.Raman Nagar, Bangalore 560093

Nos.8(a) to 8(c) are the Legal Representatives of the Late
SHRI BABURAO s/o SOMAJI NIKHAR
who expired on 20/11/2015
All r/o : Apartment No.8, First Floor; House No.3650/G

9. SMT.LAKSHMI w/o PURUSHOTTAM PATHRABE
PAN AHCPP 6739 J
Aged about 59 years, Occupation Govt.Service,
r/o : Apartment No.9, Second Floor; House No.3650/H

10. SHRI CHANDRAKANT s/o MANOHAR BURDE
PAN ABPPB 4646 R
Aged about 58 years, Occupation Govt. Service,
r/o : Apartment No.10, Second Floor; House No.3650/I

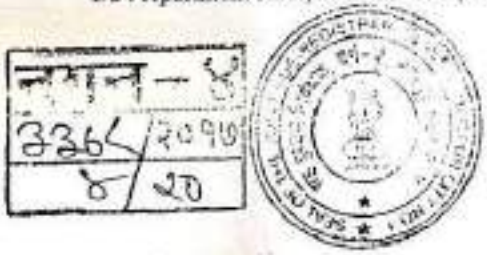
11. SHRI SANGRAM S/o DATTAKUMAR CHORE
PAN AFSPC 2325 M
Aged about 42 years, Occupation Service,
r/o : Apartment No.11, Second Floor; House No.3650/J

12. SAU.VIDYA w/o RAVINDRA KADU
PAN AAJPL 0173 A
Aged about 44 years, Occupation Service,
r/o : Apartment No.12, Second Floor; House No.3650/K,
All at " KOASTAL APARTMENTS" Plot No.4, Pande Layout,
Khamla, Nagpur, Tahsil and District : Nagpur; (hereinafter called **"the Grantors/Land Owners"**) of the FIRST PART; all acting through their common Constituted Attorney; viz. **Shri Shreeram s/o Manohar Kekre**, Aged about 54 Years, Occupation – Business, R/o : 4, Vasant Nagar, Nagpur, Tah. & Dist. NAGPUR,

In Favour Of

1. SMT.ASHA PANDURANG PATHRABE;
PAN BGGPP 4789 J :
Aged about 66 years, Occupation Housewife;,
r/o : Apartment No.1, Ground Floor; House No.3650

2. SHRI ABHIMANYU s/o MAROTRAO DHAGE
PAN AQYPD 7926 J;
Aged about 56 years, Occupation Agriculturist,
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6. (i) MRS.SHEELA wd/o ELOI FERNANDEZ,
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Aged about 64 years, Occupation House-Hold,
AND
(ii) MR. ELVIS S/O ELOI FERNANDEZ,
PAN ABJPF3819N
Aged about 33 years, Occupation Service,

Both : Legal Representatives of :
MR. ELOI s/o XAVIER FERNANDEZ expired on 18 Sept.2014

Both r/o : Apartment No.6, First Floor; House No.3650/E

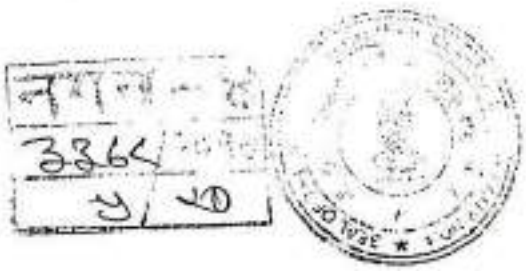
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Aged about 67 years, Occupation Service,

(ii) SMT.ASHA w/o RAMDAS KUMBHARE
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Aged about 69 years, Occupation House-Hold,

8. b) SHRI SWAPNIL s/o BABURAO NIKHAR,
PAN : ACZPN 7845 B
Aged about 38 years, Occupation Service,

8. c) SAU.ASHLESHA w/o MANISH KHODWE,
(Pre-Marital Name : Ku. Ashlesha d/o Baburao Nikhar),
PAN : ABNPN 4537 F
Aged about 44 years, Occupation : Service,
r/o : # E – 38/4, DRDO Township Phase-2,
Kaggadaspura, Po.C.V.Raman Nagar, Bangalore 560093



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Nos.8(a) to 8(c) are the Legal Representatives of the Late
SHRI BABURAO s/o SOMAJI NIKHAR
who expired on 20/11/2015.

All r/o : Apartment No.8, First Floor; House No.3650/G

9. SMT.LAKSHMI w/o PURUSHOTTAM PATHRABE
PAN AHCPP 6739 J
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r/o : Apartment No.9, Second Floor; House No.3650/H

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11. SHRI SANGRAM S/o DATTAKUMAR CHORE
PAN AFSPC 2325 M
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r/o : Apartment No.11, Second Floor; House No.3650/J

12. SAU.VIDYA w/o RAVINDRA KADU
PAN AAJPL 0173 A
Aged about 44 years, Occupation Service,
r/o : Apartment No.12, Second Floor; House No.3650/K,

All at " KOASTAL APARTMENTS" Plot No.4, Pande Layout, Khamla, Nagpur, Tahsil and District : Nagpur; (hereinafter called **"the Grantees"**) of the **OTHER PART**; all acting through their common Constituted Attorney; viz. **Shri Shreerum s/o Manohar Kekre,** Aged about 54 Years, Occupation – Business, R/o : 4, Vasant Nagar, Nagpur, Tah. & Dist. NAGPUR,

1. WHEREAS the aforesaid constituents of The Party No.1 are the exclusive, absolute and full joint Owners and in possession of the property comprising of ALL THAT Piece and Parcel of land bearing Malik Makbuja Plot No.4, in the sanctioned layout of the KHAMLA PLOT HOLDERS' CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 882.57 Sq. M. being a portion of the entire land bearing Kh.Nos.71, 72 & 73 of Mouza – KHAMLA, P.H.K. 9, bearing Corporation House Nos. 3650, 3650-A. to 3650-K, City Survey Nos.2098/3, and Sheet No.40, situate at Pande Layout, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR, for the sake of brevity referred to as **"the said Plot of Land"** and are owners of Building(s) standing thereon consisting of 12 (Twelve) Apartments, hereinafter referred to as **"the said Apartment Scheme"**; (the said Plot of Land and the said Apartment Scheme are herein jointly referred to as **"the said Property"** as per the various respective Sale-Deeds & Deeds of Apartments; duly registered in The Office of Sub-Registrar, Nagpur and the names of constituents of the Party No.1 are duly mutated in all the relevant land records as owners.

That one Mr. Eloi s/o Xavier Fernandez was the owner of the Apartment No.6 in the said Koastal Apartments. However, he has since expired and have left for heavenly abode, on 18/09/2014 and the persons at Sr.Nos.6(i) & (ii) are his only Legal Representatives and heirs, who are entitled

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to the property left behind by the said Late Mr. Eloi s/o Xavier Fernandez and have inherited the said Apartment No.6. They have since initiated proceedings for the mutation of their names in all the land records. SIMILARLY, one Shri Baburao s/o Somaji Nikhar was the owner of the Apartment No.8 in the said Koastal Apartments. However, he has since expired and have left for heavenly abode, on 20/11/2015 and the persons at Sr.Nos.8(a) to (c) are his only Legal Representatives and heirs, who are entitled to the property left behind by the said Late Shri Baburao s/o Somaji Nikhar and have inherited the said Apartment No.8. They have since initiated proceedings for the mutation of their names in all the land records; but the same are yet to be mutated.

2. AND WHEREAS the said Apartment Scheme consisted of 12 self contained Apartments and is standing on the said Plot of Land since 1990 and is constructed as per the Building Plans duly sanctioned by the Nagpur Improvement Trust, vide Building Permit No.CS/668/15968 dated 13/02/1986.

3. AND WHEREAS the aforesaid 12 (Twelve) Apartments out of the said Building known and styled as "KOASTAL APARTMENTS" are owned by the constituents of the Party No .1 under Deed of Sale and Deed of Declaration and Supplementary Deeds, in their favour and the same are duly registered at the Office of the Sub-Registrar, Nagpur.

4. AND WHEREAS the said Property (more particularly described in the Schedule hereto and hereinafter called **"the said Property"**) is owned solely and wholly by the Vendors; & Nobody else, besides the Vendors, has got any share, rights, title or interest in the said Property,

5. AND WHEREAS the Vendors decided to develop the said Property further, into an Residential Complex, for the betterment of themselves and being the Developer, are developing the said property; as per Agreement of Development; dated 31/12/2014, registered on 09/01/2015, at Sr.No.171/2015, in The Office of Sub-Registrar-4, Nagpur and Deed of Correction to Agreement of Development; is registered on 05/07/2016, at Sr.No.3676/2016, in The Office of Sub-Registrar-4, Nagpur.

6. AND WHEREAS an Apartment Scheme is proposed to be constructed on the said Plot of Land and the Vendors have agreed to sell/assign/transfer the said Property onto the person/s nominated by the Developers, on the terms & conditions appearing therein. Further, the Vendors / the Grantors have retained certain Apartments in the said Apartment Scheme for their own bonafide accommodation, as detailed in the Chart hereinafter mentioned.

7. AND WHEREAS the Vendors and the Developer have now developed the said property (detailed in Schedule) and promoted an Apartment Scheme on the said property as per the Building Plan attached herewith and forming a part of this Deed. The Apartment Scheme is a Multi-storied building.

8. AND WHEREAS the aforesaid property is capable of being developed into scheme of Apartments. As such self contained seperate Residential Apartments are constructed on the said piece and parcel of land. the Grantors and the Grantees named the Multi-Storied Building on the said plot as **"KOSTAL APARTMENTS"**.

9. AND WHEREAS the said property has been submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970, by executing and registering a **Deed of Declaration** under Section 2 in the Form-A of the

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said Act and the same is registered in the office of the **Sub-Registrar-4, Nagpur** at **Serial No.3677/2016,** on 05/07/2016 and the parties agree to abide by the same.

10. AND WHEREAS the Apartment Scheme consists of a Newly constructed Multi-storied building, out of which the Apartments as detailed below have been retained by the Grantors & the Grantees in their capacity as the Land-owners, alongwith the proportionate share and interest in the said Plot of Land, for their bonafide use and occupation of the Grantees (more particularly described in the Schedule-B hereto and hereinafter called "**the said Units/Apartment**") constructed as per the abovementioned Building Plans.

11. AND WHEREAS the construction of the Units is completed the Grantees are in actual physical possession of the said respective Units/Apartments.

Now This DEED Witnesseth as Under :

IN RESPECT OF OWNERSHIP OF PROPORTIONATE UNDIVIDED SHARE & INTEREST IN THE SAID PLOT OF LAND

12. That the Grantors and the Grantees also are the Joint Owners of the undivided share and interest in the said Plot of Land, relatable & proportionate to the area of the said Units retained by them and hereafter, the same shall be exclusively owned, used and enjoyed by the Grantees.

13. That the Grantees shall pay proportionate share of the Land-Revenue, Non-Agricultural Assessment, Cesses, Taxes & all other dues whatsoever, accruing & payable regarding the said Units retained by them.

14. That hereafter, the proportionate Undivided Share and Interest in the said Plot of Land & the Units (jointly called "**the said Property or the said Units**") are hereby submitted the provisions of the Maharashtra Apartment Ownership Act, 1970, shall be held by the Grantees, with heritable & transferable rights therein.

15. That the Grantees are in possession of the said Units.

THE PARTIES HERETO, FURTHER AGREE AS UNDER :

16. That the Complex is named "KOASTAL APARTMENTS".

17. That the Grantees shall abide by the terms and conditions contained in the Deed of Declaration, which are necessary to regulate the easementary rights of Apartment owners INTER-SE, in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970 and the rules and regulations made thereunder.

18. That the available open space and the common areas and facilities as is provided in the said Apartment Scheme, shall be of common use of all the Apartment owners in the Complex and shall always remain undivided and no partition or division of any part thereof be effected or carried out by the Grantors or the Grantees, severally, or jointly with other Apartment owner or owners, except as detailed in the Deed of Declaration and the Deed of Correction to Deed of Declaration.

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19. This Deed shall be subject to the Jurisdiction of the Civil Court, at Nagpur.

20. That all the expenses for the preparation, drafting, printing, the stamp-duty, registration fees, lawyer's fees, out-of-pocket expenses etc., are borne exclusively and solely by the Grantees, in respect of this Deed. The Grantors & the Grantees undertake to follow all the rules & regulations of the RERA Act.

21. The Constituted Attorney of the Vendors does hereby declare, that the Vendors; all of whom are well and alive today; have executed & registered Power of Attornies in his favour. The Power of Attornies are not cancelled or revoked. Attested Xerox Copies are deposited in the custody of The Office of Sub-Registrar-4, Nagpur; on 24/08/2016; details of which; are as under :

Sr. No.	Date of Regn.	Regn.No.	S.R.O.No.	Vendor No.
1.	09/01/2015	4/172/2016	S.R.O.No.4, Nagpur.	Nos.1 to 7, 9, 10 & 12
2.	13/01/2015	4/250/2015	S.R.O.No.4, Nagpur.	No.11
3.	10/03/2016	4/1373/2016	S.R.O.No.4, Nagpur.	No.8(a) & 8(b).
4.	22/04/2016	4/2240/2016	S.R.O.No.4, Nagpur.	No.8(c).

22. That the phrases used in this Deed, viz. "**the Grantors**" and "**the Grantees**" besides themselves, shall always mean and include their heirs, Legal Representatives, assigns, successors, agents, and servants and all person/s claiming through or under them respectively and the contents of this Agreements shall be equally binding on them also, unless repugnant to the context or meaning hereof.

SCHEDULE/DESCRIPTION OF THE APARTMENTS/BLOCKS RETAINED BY THE GRANTEES :

Sr. No.	NAME OF ALLOTTEE	Floor	Area Approx Sq.M	Apartment No.	% of share in land
1.	Smt.Asha Pandurang Pathrabe	2nd	124.754	201	4.42 %
2.	Shri Abhimanyu Marotrao Dhage	2nd	124.754	202	4.42 %
3.	Shri Ramesh Krishnarao Munde	2nd	124.754	203	4.42 %
4.	Shri Rakesh Murlidhar Jaiswal	1st	117.494	104	4.37 %
5.	Shri Deepak Durgaprasad Mahule Shri Durgaprasad Mangalprasad Mahule	3rd	124.754	301	4.42 %
6.	Mrs. Sheela wd/o Eloi Fernandez and Mr. Elvis s/o Eloi Fernandez Both Legal Representatives of Late Mr. Eloi s/o Xavier Fernandez	3rd	124.754	302	4.42 %
7.	Ramdas Shamrao Kumbhare Smt.Asha Ramdas Kumbhare	3rd	124.754	303	4.42 %
8.	Smt. Sasmita wd/o Baburao Nikhar Shri Swapnil s/o Baburao Nikhar, Sau.Ashlesha w/o Manish Khodwe, All Legal Representatives of Late Shri Baburao Somaji Nikhar	3rd	124.754	304	4.42 %

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9.	Smt.Lakshmi Purushottam Pathrabe	4th	124.754	401	4.42 %
10.	Shri Chandrakant Manohar Burde	4th	124.754	402	4.42 %
11.	Shri Sangram Dattakumar Chaure	4th	124.754	403	4.42 %
12.	Sau.Vidya Ravindra Kadu	4th	124.754	404	4.42 %

All situated at

ALL THAT Piece and Parcel of land bearing Malik Makbuja Plot No.4, in the sanctioned layout of the KHAMLA PLOT HOLDERS' CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 882.57 Sq. M. being a portion of the entire land bearing Kh.Nos.71, 72 & 73 of **Mouza – KHAMLA**, P.H.K. 9, bearing Corporation House Nos.3650, 3650-A to 3650-K, **City Survey No.2098/3, Sheet No.40**, situate at Pande Layout, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, Circle No. 20, Division No. 8 in Tahsil & District Nagpur & bounded as follows:

THE NORTH : By Plot No.5
THE SOUTH : By Plot No.20 & thereafter road
THE EAST : By Plot No.19
THE WEST : By 30 ft. wide road.

****

IN WITNESS WHEREOF, the parties hereto, have executed this DEED OF APARTMENT, on the day and year first aforementioned, in presence of the Witnesses.

WITNESSES:



(Mr.Shreeram Manohar Kekre)
The Constituted Attorney for and On behalf of
THE GRANTORS.



1. दुर्गाप्रसाद डाडूरामजी धोका
(दुर्गाप्रसाद डाडूरामजी धोका)
नागपूरी



2. (S. L. Rodge)

(Mr.Shreeram Manohar Kekre)
The Constituted Attorney for and On behalf of
THE GRANTEES.



Drafted by : P. V. Kulkarni, Advocate, "Adarsha" Khare Town, Dharampeth, Nagpur-440 010.
Phone : 2524449 Mobile : 937 312 6488, as per the instructions of and at the instance of the Parties hereto.

Code : E:\Documents\My Docu.\Apt.Deed\ Kamal Apt.Deed

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