

Stamp Rs 500/- E.Chulan

DEED OF DECLARATION

AS PER THE PROVISIONS OF MAHARASHTRA
APARTMENT OWNERSHIP ACT, 1970

THIS DEED OF DECLARATION made and executed at Yavatmal,
on this Day of October 2017, By,

SHRI TIRUPATI CORPORATIONS DIGRAS Pan No. ADHFS 7063H
Through its Partners

1. SHRI AJAYKUMAR S/o VIJAYKUMAR BANG

Aged 48 years, Occupation Farmer & Business,

R/o Tah Digras, District Yavatmal 445203. Pan No. HUF AA EHA 0974M

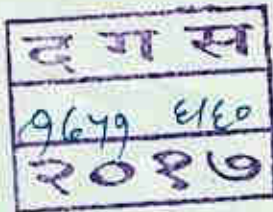
2. DR. SANJAY S/o VIJAYKUMAR BANG

Aged 46 years, Occupation Doctor & Farmer,

R/o Tah Digras, District Yavatmal 445203. Pan No. AD RPB 0648P

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Hereinafter referred to and called the "**GRANTOR**" which term and expression shall, unless inconsistent to the context or contrary to the meaning thereof, always mean and include the said "**GRANTOR**" as well as representatives, successors, executors, administrators, partners, assigns etc., are fully empowered and qualified to execute this Deed, does here by state as under :

FIRST: The **GRANTOR** is the absolute owner of the following land within the limits of Nagar Parishad of Digras, Dist. Yavatmal, described as follows.

DESCRIPTION OF PROPERTY

ALL THAT PIECE AND PARCEL OF Plot No. 1 admeasuring area 627.06 Sq Mtr (6747 Sq Ft) & Plot No. 2 admeasuring area (506.25 Sq Mtr - 7.74 Sq Mtr curve) = 498.51 Sq Mtr (5364 Sq Ft) total admeasuring area 1125.57 Sq Mtr in Khasra No. 11/1, Mouza Digras, within the limits of Nagar Parishad Digras, Tah. Digras, Dist. Yavatmal. The said Plots are collectively bounded as under:

EAST	:	12 Mtr Service Road and Digras Manora Road,
WEST	:	Plot No 3 & Farm of Khurshid Bano,
NORTH	:	12 Mtr Road,
SOUTH	:	Plots of Ghanthibaba Gruha Nirman Society.

Hereinafter called and referred to as "**THE SAID PROPERTY**"

THAT, the GRANTOR has purchased the said property from Shri Vivek Vishnupant Bhaskarwar pursuant to which sale deed is executed in favour GRANTOR which is duly registered in the office of Sub-Registrar, Digras as document No. 1490/17 on dated 31/08/2017.

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SECOND: THE GRANTOR for the purpose of development of the said plot to construct a Residential and Commercial Complex by constructing multi-storied building/s consisting of various self-contained Shops/Offices/Units/Rooms/Flats/Apartments/Tenaments etc. therein or otherwise. The Layout of Khasra No. 11/1 is converted to Non Agricultural purpose in Case No Ra. Ma. Kra. 55/NAP-34/2000-01 vide order dated 27/09/2001 by Hon'ble Collector, Yavatmal and sanctioned by Hon'ble Assistant Director of Town Planning, Yavatmal vide letter No. Mouza Digra/Khasra No. 11/1/SSY/1638. A Building/s plan/Permit is also got sanctioned from Nagar Parishad Digra for construction of multistoried Building/s in name and style as **"TIRUPATI 2"** as per the Building/s plan/Permit annexed herewith forming part and parcel of this deed, which is approved by the Nagar Parishad Digra/Municipal Council Digra (Planning Authority Chief Officer) vide Commencement Certificate No. PWD/NPD/430/2017 dated 08/08/2017, duly sanctioned by Municipal Council Digra in the name of Shri Vivek Vishnupant Bhaskarwar. However, the GRANTOR reserves rights to get it revised, if required.

The Postal Address of the Building is as under:

"TIRUPATI 2"

Plot No. 1 & 2, Tah Digra, District Yavatmal 445203.

THIRD: The said scheme/complex known as **"TIRUPATI 2"** consist of **Four** Floors which includes Lower Ground Floor, Upper Ground Floor, First Floor and Second Floor. All the floors are capable of individual utilization on account of having their exit to common areas and facilities of the Building/s and all the Shops/ Offices/ Units/ Rooms/ Flats/ Apartments/ Tenaments are for residential and commercial use. There are total **48** Shops/ Offices/ Units/ Rooms/ Flats/ Apartments/ Tenaments in **"TIRUPATI 2"**.

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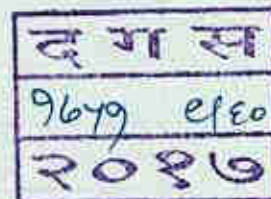


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The Shops/ Offices/ Units/ Rooms/ Flats/ Apartments/ Tenaments in the said proposed Building shall be sold to and owned by one or more owner/s, each will have particular and exclusive property rights thereto, each Shops/ Offices/ Units/ Rooms/ Flats/ Apartments/ Tenaments constituting a heritable and transferable immovable property rights within the meaning of any law for the time being in force in the State of Maharashtra and also individual interest in the general and/or restricted common areas and facilities of the said Building/s as may it be required for adequate use and enjoyment as per list in accordance with the Maharashtra Apartment Ownership Act, 1970. The **GRANTOR** further reserve right to allow any Shops/ Offices/ Units/ Rooms/ Flats/ Apartments/ Tenaments purchaser/s to use open space or open terrace exclusively as herein after contained or otherwise. The **GRANTOR** further reserve right to use and consume the additional FSI, if made available over said Plot or TDR is made available by constructing additional Shops/ Offices/ Units/ Rooms/ Flats/ Apartments/ Tenaments, etc.; subject to sanction. Each Shops/ Offices/ Units/ Rooms/ Flats/ Apartments/ Tenaments so constituting a heritable and transferable right therein shall be referred as 'Unit' The **GRANTOR** shall also be entitled to retain one or more Shops/ Offices/ Units/ Rooms/ Flats/ Apartments/ Tenaments in the said Building/s/complex. The boundaries of individual Shops/ Offices/ Units/ Rooms/ Flats/ Apartments/ Tenaments and the opening in open space/corridor of individual Shops/ Offices/ Units/ Rooms/ Flats/ Apartments/ Tenaments shall be as shown in sanctioned plan subject to such changes and modification as may be deemed fit. The **GRANTOR** also reserves rights to club any two or more Shops/ Offices/ Units/ Rooms/ Flats/ Apartments/ Tenaments and/or divide any particular Shops/ Offices/ Units/ Rooms/ Flats/ Apartments/ Tenaments into two or more parts/portions and allot / sale each and every Shops/ Offices/ Units/ Rooms/ Flats/ Apartments/ Tenaments as mentioned in this deed or any

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divided portion of any unit to individual buyer/s. In case allotment/sale of divided part/portion in favour of different individuals, that particular part/portion shall constitute a separate unit. Each unit will have access to the common facilities of the Building/s and shall have rights relating to respective undivided variable proportionate share in land pertaining to F.S.I. and all common facilities, subject to reservations, made as per this deed or to be made otherwise. The GRANTOR shall be at liberty to use or allot full or any portion of terrace to any person/s for any purpose including installation of tele-communication system, machinery, equipments etc. and receive all beneficial enjoyment of the same and no unit owner/s shall have any rights, claim or interest in the said open terrace or any beneficial enjoyment of the same. The GRANTOR and/or his agents, authorized person/s shall have full rights to approach the terrace and/or any specific part/portion of any floor for any purpose.

FOURTH: THAT the Plinth area (excluding Staircase), Total Built-up area of all the floors and open land which constitutes General Common Areas and Facilities subject to reservations by the GRANTOR.

FIFTH: THAT this condominium shall be known as "TIRUPATI 2" and the units and common areas and facilities of the Building/s will be as per Exhibit-A attached herewith and detailed hereunder:



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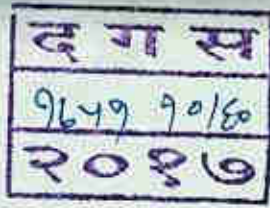


EXHIBIT A

AREA STATEMENT FOR "TIRUPATI 2" RESIDENTIAL AND
COMMERCIAL COMPLEX, IN PLOT NO. 1 AND 2
SURVEY NO. 11/1, AT - DIGRAS, DIST.- YEOTMAL

LOWER GROUND FLOOR

SHOP NO.-	B/UP AREA	COMMON AREA SHARING	BALCONY AREA	SUPER B/UP AREA	LAND AREA SHARE
LG SHOP - 1	13.854	3.463	0.000	17.317	0.889
LG SHOP - 2	21.197	5.000	0.000	26.197	1.338
LG SHOP - 3	24.809	6.202	0.000	31.011	1.559
LG SHOP - 4	24.595	6.148	0.000	30.743	1.546
LG SHOP - 5	24.595	6.148	0.000	30.743	1.546
LG SHOP - 6	24.594	6.148	0.000	30.742	1.546
LG SHOP - 7	24.594	6.148	0.000	30.742	1.546
LG SHOP - 8	24.593	6.148	0.000	30.741	1.546
LG SHOP - 9	24.593	6.148	0.000	30.741	1.546
LG SHOP - 10	24.592	6.148	0.000	30.740	1.546
LG SHOP - 11	24.591	6.147	0.000	30.738	1.546
LG SHOP - 12	24.578	6.144	0.000	30.722	1.545
LG SHOP - 13	24.570	6.142	0.000	30.712	1.545
LG SHOP - 14	26.164	6.541	0.000	32.705	1.642
LG SHOP - 15	18.378	4.594	0.000	22.972	1.166
LG SHOP - 16	18.642	4.660	0.000	23.302	1.182
TOTAL	368.939	91.929	0.000	460.868	

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UPPER GROUND FLOOR					
SHOP NO.-	B/UP AREA	COMMON AREA SHARING	BALCONY AREA	SUPER B/UP AREA	LAND AREA SHARE
UG SHOP 101	13.858	3.464	0.000	17.322	0.889
UG SHOP 102	21.197	5.299	0.000	26.496	1.338
UG SHOP 103	24.809	6.202	0.000	31.011	1.559
UG SHOP 104	24.595	6.148	0.000	30.743	1.546
UG SHOP 105	24.595	6.148	0.000	30.743	1.546
UG SHOP 106	24.594	6.148	0.000	30.742	1.546
UG SHOP 107	24.594	6.148	0.000	30.742	1.546
UG SHOP 108	24.593	6.148	0.000	30.741	1.546
UG SHOP 109	24.593	6.148	0.000	30.741	1.546
UG SHOP 110	24.592	6.148	0.000	30.740	1.546
UG SHOP 111	24.591	6.148	0.000	30.739	1.546
UG SHOP 112	24.578	6.144	0.000	30.722	1.545
UG SHOP 113	24.570	6.142	0.000	30.712	1.545
UG SHOP 114	26.164	6.541	0.000	32.705	1.642
UG SHOP 115	18.398	4.599	0.000	22.997	1.167
UG SHOP 116	18.275	4.568	0.000	22.843	1.159
UG SHOP 117	19.250	4.812	0.000	24.062	1.219
TOTAL	387.846	96.955	0.000	484.801	
FIRST FLOOR					

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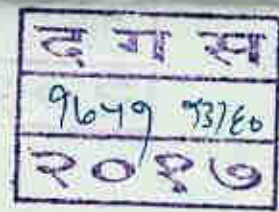
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UNIT NO.-	B/UP AREA	COMMON AREA SHARING	BALCONY AREA	SUPER B/UP AREA	LAND AREA SHARE
OFFICE - 1	13.861	3.465	4.930	22.256	0.889
OFFICE - 2	21.198	5.299	4.672	31.169	1.338
OFFICE - 3	24.810	6.202	4.671	35.683	1.559
OFFICE - 4	24.598	6.149	4.672	35.419	1.546
OFFICE - 5	24.228	6.057	4.758	35.043	1.524
FLAT 101	69.462	17.365	8.256	95.083	4.292
FLAT 102	68.277	17.069	8.101	93.447	4.219
FLAT 103	76.541	19.135	16.399	112.075	4.725
FLAT 104	65.002	16.250	10.502	91.754	4.019
FLAT 105	88.579	22.144	11.660	122.383	5.461
TOTAL	476.556	119.135	78.621	674.312	
SECOND FLOOR					
UNIT NO.-	B/UP AREA	COMMON AREA SHARING	BALCONY AREA	SUPER B/UP AREA	LAND AREA SHARE
FLAT 201	70.216	17.554	8.410	96.180	4.338
FLAT 202	68.277	17.069	8.101	93.447	4.219
FLAT 203	76.541	19.135	16.399	112.075	4.725
FLAT 204	65.002	16.250	10.502	91.754	4.019
FLAT 205	88.579	22.144	11.660	122.383	5.461
TOTAL	368.615	92.152	55.072	419.659	
				TOTAL =	100.000

Total 48 units. The boundaries of units and the opening in open space/corridor of individual units shall be as shown in sanctioned plan. The measures of a Unit includes all the outside walls and ½ (ONE-HALF) of the Block Partition Walls. The Units on Ground Floor have an access to the Common area land and the, entrance of the Units on the Upper Floors have an access to the Corridor of the respective floors.

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A. THE FOLLOWING FACILITIES ARE LOCATED THROUGHOUT THE BUILDING/ COMMONLY

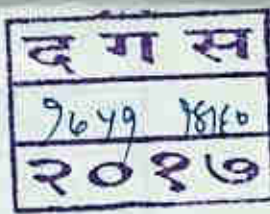
- i) The Staircase/s provided to the said Building.
- ii) Water Supply from overhead tanks and underground Sump common for all unit owner/s.
- iii) Electric wiring throughout the Building/s in common area.
- iv) Plumbing work throughout the Building/s.
- v) Necessary lights and Public Water Connections.
- vi) Water sources, well etc., shall be common for this entire scheme.
- vii) The foundations and main walls, columns, girders, beams and roofs of the Building as described in the Plan which form part of the DEED as Exhibit-A hereof.
- viii) Meter space, outside, common for all.
- ix) Any other equipment, machinery, assets and in general all apparatus and installations for common use and beneficial enjoyment by all the owner/s shall be common.

THE FOLLOWING FACILITIES LOCATED IN A BUILDING IS RESTRICTED COMMON AREAS AND FACILITIES:

- a. Top most Open terrace is reserved by GRANTOR with liberty to use or allot any portion of terrace to any person/s for any purpose including installation of tele-communication system, machinery, equipments etc. and no unit owner/s shall have any rights, claim or interest in the Top terrace or any beneficial enjoyment of the same. The GRANTOR further shall be entitled to make further construction work over the top terrace as may be permissible under the building rules. Similarly, the GRANTOR shall be at liberty to reserve any portion at ground floor for

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allotment to any person for any purpose to which no owner shall have any claim or objection. The GRANTOR and/or his agents, authorized person/s shall have full rights to approach the terrace and/or any specific part/portion of ground floor for any purpose.

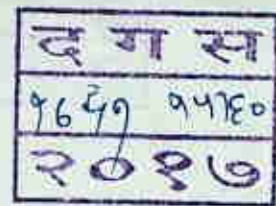
- b. The GRANTOR, besides such reservation, shall be further free and entitled to make any reservation as to use of open space or terrace in any other way as may be deemed suitable at any time. The area of units, common services, undivided share, terrace, open space etc., is only approximate which may be somewhat more or less. The GRANTOR reserves rights to club/combine any one or more units or divide any unit in to several, accordingly the undivided share shall be worked out. The GRANTOR further reserves rights to install lift in the said building in future.

SIXTH:

- (A) THAT the right, title and interest of each Owner of a unit in the General Common Areas and Facilities listed and their proportionate share in the profits and common expenses in the said General Common Areas and Facilities for voting purposes in the meeting of the Association of Unit Owners of "TIRUPATI 2" is as per Exhibit A. That the measures of the unit includes the outside walls and one half of internal walls, internal dimensions of units, room, passages, space as well as proportionate undivided share and interest in the stair case, passages, Parking Space and all others common areas and facilities which comes to super built up area against each of the unit as described above. The carpet area is as internal dimensions shown in the plan attached as part and parcel of this deed. The sale of units in favour of prospective buyers will be as per carpet area as for as consideration amount is concern.

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- (B) The Proportionate representation for voting purpose provided in (A) may be limited in accordance with the provisions of Bye-Laws attached hereto as EXHIBIT - B.
- (C) The Unit and the undivided interest in common areas and facilities appurtenant to the Units are not encumbered in any manner whatsoever on the date of this Declaration.

SEVENTH:- That the Administration of "**TIRUPATI 2**" consisting aforesaid Building/s and land described here-above shall be in accordance with the provisions of this Deed and provisions of the Bye-Laws attached hereto as EXHIBIT - B.

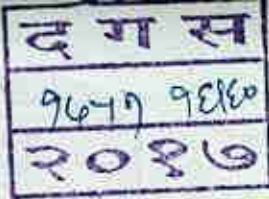
EIGHTH: THAT a plan of "**TIRUPATI 2**" and ownership as hereby constituted is the subject to the provisions of the Maharashtra Apartment Ownership Act, 1970. So that the units of all the floors may be conveyed and registered as individual properties capable of individual use, on account of each having its own exist to a common area and facilities of the Building/s, each unit owners having exclusive particular right, title and interest over his respective unit and in addition the specified individual interest in the common areas and facilities and / or restricted common areas and facilities.

NINETH: That for the purpose of stamp duty and registration fees to be imposed on this deed in the registrar of Deed of Declaration and the Deed of Apartment under section 13(5) of the said Act, upon the value of the "**TIRUPATI 2**" is distributed, however, the stamps duty shall be paid upon execution & registration of units individually as per law.

TENTH: THAT so long as the GRANTOR own one or more of the units, the GRANTOR shall be subject to the provisions of this deed and of the Exhibit-

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A and B attached hereto and GRANTOR covenant to take no action which will adversely affect the right of the Association of unit owners with respect to assurances against latent defects in the Building/s or other rights assigned to the Association of persons of the establishment of the "TIRUPATI 2".

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 herein shall not change except with the unanimous consent of all the unit owners expressed in amendment to this deed duly registered.

THIRTEENTH: THAT the undivided interest in general and / or restricted common area and facilities shall not be separated from the units to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyances or other instrument.

FOURTEENTH: THAT each unit owner shall comply with the provisions of this deed and the Bye-laws, decisions and resolutions of the Association of owners of its representative and failure to comply with any such provisions decision or resolutions, shall be grounds for an action to recover sums due, for damages, or injunctive relief.

FIFTEENTH: THAT the dedication of the property to the plan of units ownership herein shall not be revoked of the property removed from the plan of Unit Ownership, or any of the provisions herein amended unless all of the unit owners and the mortgages of all the mortgages covering the

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