

159/7443

Friday, December 31, 2021
5:08 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 9478 दिनांक: 31/12/2021

गावाचे नाव: फत्तेपुर

दस्तऐवजाचा अनुक्रमांक: अगस्य2-7443-2021

दस्तऐवजाचा प्रकार: विक्रयशेता

सादर करणाऱ्याचे नाव: गणराज विल्डर्स ऑफ डेव्हलपर्स तर्फे प्रो. प्रा. श्री. नंदकिशोर भिमराव चव्हाण -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 680.00

पृष्ठांची संख्या: 34

मुळ दस्त परत देणे

एकूण:

रु. 780.00

आपणास मुळ दस्त, संबलेल प्रिंट, सूची-२ अंदाजे
5:27 PM ह्या वेळेस मिलेल.

Joint S R Aurangabad II

वाजार मूल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक मूल्य: रु. 500/-

महानगर निबंधक कार्यालय
औरंगाबाद जिल्हा - २

1) देयकाचा प्रकार: DHC रकम: रु. 680/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 3112202114859 दिनांक: 31/12/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011025570202122E दिनांक: 31/12/2021

बँकेचे नाव व पत्ता:

मुळ दस्त परत देणे

Joint S R Aurangabad II

DEED OF DECLARATION U/s. 2 (A) OF MAHARASHTRA

PARTMENT OWNERSHIP ACT, 1970

This Deed of Declaration is made at AURANGABAD within the limits of Fattepur, Tq. & Dist. Aurangabad for the property bearing Plot No. 15 admeasuring 268.022 Sq.Mtrs. on Gut No. 13 situated at **Sector 31-Phase-II** village **Fattepur**, Tal. & Dist. Aurangabad on this 31st day of December 2021.

- **Ganraj Builders and Developers Through Proprietor**
- **Mr. Nandkishor Bhimrao Chavan**
Age 34 years, Occ.: Business,
R/o. Flat No. F-1/9, Kasliwal
Purva,
Opp. Airport, Chikalthana, Aurangabad.

Hereinafter referred called as **Owner/Grantor** (which explanation shall maid and included there legal heirs, successors, exercise, administrators and assignees)

FIRST : All that piece of parcel of Plot situated within the Registration Division, Aurangabad, Sub-Division and Taluka Aurangabad property bearing Plot No. 15 admeasuring 268.022 Sq.Mtrs. on Gut No. 13 situated at **Sector 31-Phase-II** village **Fattepur**, Tal. & Dist. Aurangabad which is bounded as under



East : 9.00 Mtrs Road,
West : Plot No. 14,
South : Gut No. 25,
North : Plot No. 18 to
21.

WHEREAS, the Owners / Grantors decided to develop property Plot No. 15 admeasuring 268.022 Sq.Mtrs. on Gut No. 13 situated at **Sector 31-Phase-II** village **Fattepur**, Tal. & Dist. Aurangabad within local limits of Aurangabad **Fattepur** Tal. & Dist. Aurangabad.

WHEREAS, the Owners/Grantors purchased said property under registered sale deed no. 7929/2021 dated 11/11/2021. The competent revenue authority sanctioned mutation entry in favour of the Owner/Grantor.

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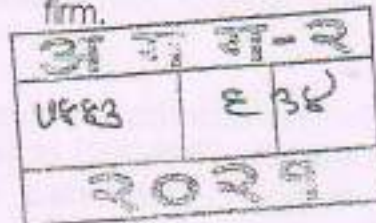
AND WHEREAS, the M/s Omicron Construction decided to convert the above property into Non-Agricultural for residential purpose and apply for NA order U/s 44 of the Maharashtra Land Revenue Code 1966 and applied for the same. Subsequently, The Collector Aurangabad passed the Na-44 (Resi) order vide No. Ja.Kar-2013/MASHAKA/JAMIN-1/NAP-34/MAUJE-Fattepur, Tq. AURANGABAD/Par.Kar.319 dated 01.03.2014.

AND WHEREAS The Owners obtained the Final Layout permission No. CIDCO/TPO/AFA-FLP/2014/150 dated 11/03/2014 on Gut No. 13(Pt.) in the name of Omicron Constructions Through Partner Manish R. Agrawal and others from Town Planning Officer Aurangabad Fringe Area, CIDCO New Aurangabad and the copy of the layout permission is annexed hereto.

AND WHEREAS The Owners obtained the औरंगाबाद श्वातर क्षेत्र प्रकल्प-भुखंड विक्रीकरिता नाहरकत प्रमाणपत्र क्र. सिडको/नियोजन/औ.श.क्ष./भु.वि.ना.ह.प्र./2015/262 दि. 10/12/2015 on Gut No. 13 in the name of ओमीक्रॉन कन्स्ट्रक्शन तर्फे भागीदार श्री. मनीष आर. अग्रवाल from वरिष्ठ नियोजनकार (न.श.) सिडको, नवीन औरंगाबाद and the copy of the layout permission is annexed hereto.

AND WHEREAS The Owners obtained the Completion certificate for providing physical infrastructure works (Internal) like roads, Water supply lines, Sewer lines and Street lights for Residential permission No. CIDCO/EE (AUR)/2014/2120 dated 21/04/2014 on Gut No. 13(Pt.) in the name of Omicron Constructions Through Partner Manish R. Agrawal from Executive Engineer (AUR) CIDCO New Aurangabad and the copy of the layout permission is annexed hereto.

AND WHEREAS the Owner, namely Omicron Constructions have in the meanwhile, applied to the Registrar of Firms to change the name from "Omicron Constructions" to "Victory Enterprises" and same was approved by the Assistant Registrar of Firms on Dt: 09.07.2019. Hence this Sale Deed is executed under the name of "Victory Enterprises" which is formerly "Omicron Constructions". There is no other change in the constitution of the firm.



SECOND : That the Owner have constructed on the parcel of land described above a building known as "**PRISHA SQUARE**" and in no case the said name will be changed according to the plans attached hereto which were approved by the permission No. CIDCO/TPO/AFA(BP)/2021/121 dated 03/11/2021 Sanctioned Construction permission of Plot No. **15**, Gut No. **13** total proposed Built-up Area 600.37 Sq Mtrs. therein and which are made a part thereof. The description of the property is as follows :-

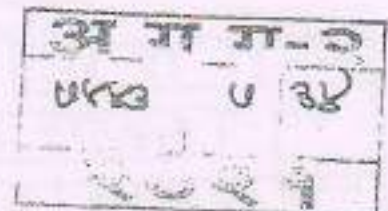
That, the property bearing Plot No. **15** admeasuring **268.022 Sq.Mtrs.** on Gut No. **13** situated at **Sector 31-Phase-II** village **Fattepur**, Tal. & Dist. **Aurangabad** named as "**PRISHA SQUARE**" The postal address of the building is same.

THIRD : That the said building consists of a Ground/Parking Floor, First Floor, Second Floor, Third Floor & Fourth Floor and the said floors consists of individual Flats for Residential purpose alongwith other common purposes. Each Floor is capable of individual utilisation on account of having their own exit to a common area and facility of the building, and the superstructure of said block will be transferred to one or more owners, as the case may be, each owner obtaining a particular and exclusive property right thereto constituting a hereditible and transferable, immovable property 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, necessary for their adequate use and enjoyment, in accordance with the Maharashtra Apartment Ownership Act, 1970.

FOURTH : That the Vendee/Purchaser of the Block, etc. means the person/s to whom the superstructure of the respective block has been Sold Out.

FIFTH : That this condominium shall be known as "**PRISHA SQUARE**" and The detail of Commercial/ Residential block with their specification and respective identification is as mentioned in the plan attached herewith & the common areas and facilities etc. of the building will be as follows :-

1. Under Ground Water Tank.
2. Electric Motors along with their Pipelines of underground water tank
3. All Staircases.
4. Lobbies on each Floor for approaching to the Flats.
5. Terrace on the Top of the Building.
6. Parking of the Building.
7. Lift



SIXTH : That the Administration of " **PRISHA SQUARE**" Condominium consisting as aforesaid of the Building described above of this Deed shall be in accordance with the provisions of this Deed and for which the Association of Vendee/Purchaser may decide and form the detailed bylaws as per the provisions which will be prepared as part of this deed. Suitable base may be decided by the " **PRISHA SQUARE**" Condominium for the right, title and interest of each block in the general common area and facilities considering their proportionate share in the common expenses etc.

SEVENTH : That as appears above a plan of Ownership for superstructure of residential block is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 so that the respective units may be conveyed and registered as individual properties capable of independent use, on account of each having its own exist to a common area and facility of the building, each owner having an exclusive and particular right, title and interest over his respective unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

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 all present or future Vendee/Purchaser, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the units of the building or the mere act of occupancy of the said units shall also signify that the provisions of this Deed are accepted and ratified. The respective units shall not be rented or given on lease and licence or caretaker basis for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days, or (b) any rental or if the occupants of the unit are provided customary hotel or boarding or lodging or paying guest services. Other than the forgoing obligations, the owner of the respective units shall have the absolute right to lease such unit or give it/on leave and licence or caretaker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-laws as decided.

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TENTH : That if the property, is totally or substantially damaged or destroyed, the repair, reconstruction etc. of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970 directed by A.M.C. Authorities.

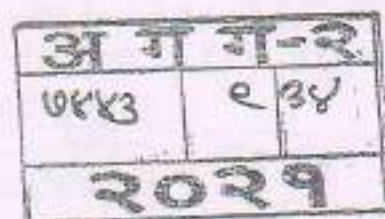
ELEVENTH: That, where a unit is transferred by a mortgage in exercise of his powers under an English Mortgage or by a Court in execution of a decree in a suit brought by a Mortgagee against the owner of such unit, then neither the mortgagee nor the purchaser who derives title to the unit of such transfer, or his successors or assigns shall be liable, for assessments by the association which became due prior to the acquisition of title by such acquire, it being understood, however, that the above shall not be construed to prevent the Association from filing and claiming charge for such assessment and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

AREA STATEMENT

Floor	Flat Nos.	Flat Type	7/12 B/up (A)	0.10 Basic (B)	0.30 Paid Prim. (C)	Ancillary Area (0.60) (D)	Total B/Pu M2 (A+B+C+D)	Carpet M2	% of the undivided interest of each of unit holder in the land common area facility
Ground Floor	01	2-BHK	27.50	02.50	07.50	07.80	45.30	41.20	10.26%
First Floor	02	2-BHK	29.50	03.00	09.10	09.80	51.40	46.50	11.00%
	03	2-BHK	30.63	03.00	09.10	09.77	52.50	48.10	11.43%
Second Floor	04	2-BHK	29.50	03.00	09.10	09.80	51.40	46.50	11.00%
	05	2-BHK	30.63	03.00	09.10	09.77	52.50	48.10	11.43%
Third Floor	06	2-BHK	29.50	03.00	09.10	09.80	51.40	46.50	11.00%
	07	2-BHK	30.63	03.00	09.10	09.77	52.50	48.10	11.43%
Fourth Floor	08	2-BHK	29.50	03.00	09.10	09.80	51.40	46.50	11.00%
	09	2-BHK	30.63	03.00	09.10	09.77	52.50	48.10	11.43%



The Owner/Builder/Developer are fully empowered and authorised to execute sale deed, Apartment deed in favour of Apartment/ unit/family/unit holder. Also Owner/Developer alone make additions, amendments or in its any part, annexure and exhibits by separate document.



TWELTH That, in case further construction is allowed by the Municipal Corporation Aurangabad or authority in future, the builder can raise further construction either on the terrace of building or in the open space around the building and can dispose of the said construction to anybody as per his choice. But however, after such construction, the last terrace of the building will be the common for all unit holders.

IN WITNESS WHEREOF THE DEVELOPER HERETO HAVE SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND YEAR HEREINABOVE MENTIONED.

Date :31/12/2021

Place : Aurangabad.

EXECUTANT Owner

**Ganraj Builders and Developers Through Proprietor
Mr. Nandkishor Bhilmrao Chavan**



Witness

1. **Mr. Shamrao Bhikaji Rathod**
Age - 36 Years Occ - Business,
R/o. Hirapur, Tq. & Dist. Aurangabad.



2. **Mr. Shaikh Sameer Shaikh Sadik Kureshi**
Age - 24 Years Occ - Business,
R/o. Badnapur, & Dist. Jalna.

