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bearing Registration No.6657/2018 dtd.29/08/2018. The said T.D.R. has been used & utilized by the Grantor Owners & Developers for construction of building on the said property.

SECOND -

AND WHEREAS the said property falls within the residential zone of the Development plan of Nashik and that the tenure of the said property is free hold and marketable.

THIRD -

The Grantor Owners & Developers have decided to construct a multi-storied building consisting of various residential premises and the building shall be known as **PADMA VISHWA OXYFLOW APARTMENT** (hereinafter referred as the said building) on the said property, consisting of Residential flats, open parking spaces, covered parking spaces and such other premises as per the approved building plans, with a view to sell the said premises therein, on **OWNERSHIP BASIS** to the intending Purchaser.

AND WHEREAS the Grantor Owners & Developers have prepared Building Plan of the proposed building through Architect Saurabh Ravi Amrutkar of Nashik and got it sanctioned from the Nashik Municipal Corporation Nashik vide building permission LND/BP/Anandvalli/DCR/0148/ 2019 dtd. 05/02/2019.

AND WHEREAS the Grantor Owners & Developers have registered the project under the provisions of the Real Estate (Regulation & Re-development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai bearing No. P51600020387 dtd.09/04/2019.

AND WHEREAS the Construction of the said building on the said plot is completed in all respect and hence Executive Engineer Nagarrachana, Nashik Municipal Corporation Nashik issued Occupancy Certificate vide order No. NMC/TPD/Anandvalli/OC/4436/2019 dtd. 24/01/2020.

FORTH -

The Grantor Owners & Developers have constructed the building on the said property. That the said Building is having total Built up area of 1031.24 sq. mtrs. as per the sanctioned building plan. The said building consist of four

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floors. The said building is having total 20 residential flats. The allotted parking space for parking of two wheelers & four wheelers is provided on the Ground Floor of the said building for the use and enjoyment of all the flats purchasers out of the said building. The said building consist of 5 flats each on 1st floor, 2nd floor, 3rd floor & 4th floor of the said building. An electrical lift has been provided in the said building. That the construction of the said units out of the said building are complete & ready for use and occupation.

AND WHEREAS the Grantor Owners and Developers have decided to submit the said property along with the said Building on the said property under the scheme of apartment U/s. 2 & 11 of the Maharashtra Apartment Ownership Act 1970 and under Rule 3 of the Maharashtra Apartment Rules 1972 hereinafter referred to and known as **"PADMA VISHWA OXYFLOW APARTMENT".**

RESIDENTIAL APARTMENT:- As mentioned hereinabove, the building constructed on Revenue Survey No. 35/5/2/3 out of Plot No.7 consists of 20 Flats. The measurements of the Flats/ Residential Apartment Units shall be calculated on the basis of Carpet area.

The Details of the premises in the said Building together with area, name of Owners etc. is described hereunder :-

Floor	Flat No.	Area	Balcony	Passage	Total area	Date, Office No. & Registration No.	Name of Owner
1st	01	90.88	8.48	2.48	101.84	-	Grantor Owners & Developers
	02	30.60	4.58	1.8	68.81	-	Grantor Owners & Developers
	03	28.17	3.66				
	04	32.88	0.00	12.69	96.33	28/02/2020 NSK-3 1778/2020	1] Mr.Ashok Bhaginath Nagare & 2] Mrs. Ashiwini Ashok Nagare
	05	39.88	10.88				
2nd	06	90.88	8.48	2.48	101.84	-	Grantor Owners & Developers

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	07	30.60	4.58	1.8	68.81		Grantor Owners & Developers
	08	28.17	3.66				
	09	32.88	0.00	12.69	96.33	28/02/2020 NSK-3 1779/2020	1] Mr. Mahendra Shantaram Shinde & 2] Mrs. Sadhana Mahendra Shinde
	10	39.88	10.88				
3rd	11	90.88	8.48	2.48	101.84	16/03/2020 NSK-3 2257/2020	1] Mrs.Vaishali Deepak Kasture & 2] Mr. Deepak Sadashiv Kasture
	12	30.60	4.58	1.8	68.81	-	Grantor Owners & Developers
	13	28.17	3.66				
	14	32.88	0.00	12.69	96.33	28/02/2020 NSK-3 1781/2020	1] Mr.Ravindra Jibhau Shinde & 2] Kirti Nimbaji Hyalij Alias Mrs. Kirti Ravindra Shinde
	15	39.88	10.88				
4th	16	90.88	8.48	2.48	101.84	-	Grantor Owners & Developers
	17	30.60	4.58	1.8	68.81	-	Grantor Owners & Developers
	18	28.17	3.66				
	19	32.88	0.00	12.69	96.33	-	Grantor Owners & Developers
	20	39.88	10.88				

The Grantor Owners & Developers have allotted four wheeler Parking space to all the apartment holders/owners out of the said building absolutely free of cost on the ground floor of the said building as under :

Flat No.	Parking Space No.
1	7
2 & 3	1

4 & 5	3
6	8
7 & 8	2
9 & 10	4
11	9
12 & 13	12
14 & 15	5
16	10
17 & 18	11
19 & 20	6

FIFTH -

COMMON AREAS AND FACILITIES :-

a) All that piece and parcel of land as described in Para first of this Deed.

b) All the plumbing network and electric network throughout the building.

c) The foundation, main wall, columns, girders, beams, roofs etc. of the building more particularly described in Exhibit "A" of this Deed.

d) The staircase and passage on each floor of the said Building.

e) Ground Water Tank with Municipal Water Tap connection of 1 Inch with separate meter.

f) Overhead water tank along with electrical motor fittings.

g) Drainage Line.

h) Top common Terrace of the building.

i) Allotted Parking Space to all Flats Owners on ground floor.

j) Electric Lifts with battery backup.

k) Bore well with Pump with Electric connection.

SIXTH -

That the right, title and interest of each Owners of the unit in general common area and facilities as well as proportionate representation for voting purpose in the meeting of the Association of Apartment Owners of the **"PADMA VISHWA OXYFLOW APARTMENT"** Condominium is based on the proportionate value of each unit to the total value of all units as follows :

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Floor	Flat No.	Total Area in Sq. Mtr. Carpet	% of Ownership Rights	% of Voting Right
1st Floor	1	101.84	9.53	9.53
	2	68.81	6.44	6.44
	3			
	4	96.33	9.03	9.03
	5			
2nd Floor	6	101.84	9.53	9.53
	7	68.81	6.44	6.44
	8			
	9	96.33	9.03	9.03
	10			
3rd Floor	11	101.84	9.53	9.53
	12	68.81	6.44	6.44
	13			
	14	96.33	9.03	9.03
	15			
4th Floor	16	101.84	9.53	9.53
	17	68.81	6.44	6.44
	18			
	19	96.33	9.03	9.03
	20			

SEVENTH - That the Administration of **"PADMA VISHWA OXYFLOW APARTMENT"** Condominium along with the building and all the piece and parcel of the plot below the said Building shall be in accordance with the provisions of this Deed.

EIGHTH -That as appears above, a plan of Apartment Ownership is hereby constituted and subjected to the provisions of the Maharashtra Ownership of Apartment Act 1970, so that each unit may be conveyed and Registered as individual property capable of individual and independent use along with the common areas and facilities.

NINETH -That for the purpose of stamp duty and Registration fees to be imposed on the registration of Deed of Apartment U/s. 13(5) of the Maharashtra Ownership of Apartment Act-1970, the value of **"PADMA VISHWA OXYFLOW APARTMENT"** Condominium has been considered as per Agreements of Flats out of the said Building.

That for the purpose of Registration of this Deed of Declaration Stamp of Rs. 100/- is used.

The Building is described as **"PADMA VISHWA OXYFLOW APARTMENT"**.

TENTH -That the general and / or restricted common areas and facilities shall remain undivided and no Owners shall bring any action for partition or division thereof. That no Owners shall also be entitled to claim any right, title or interest in the allotted parking space of the Building.

ELEVENTH -That the percentage of undivided interest in general and/ or restricted common areas and facilities established herein shall not be changed except with the unit even though such interest is not expressly mentioned in the conveyance.

TWELFTH -That each apartment Owners shall comply with the provisions of this deed, bye-laws, decision and resolutions of the Association of Apartment Owners and failure to comply with any such provisions, decision or resolution shall be grounds for an actions to recover sums due for damages or for injuctive relief.

THIRTEENTH -That no apartment Owners of the unit in the said building may exempt himself/ herself / themselves from the liability for his/ her/ their 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 the unit.

FORTEENTH -That all persons i.e. present or future Owners, 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 unit shall not be rented or given for any purpose other than the specified purpose.

FIFTEENTH -That if the property, subject to the plan of Apartment Ownership is totally or partly damaged or destroyed, then the repair, reconstruction or disposition of the property shall be carried out as per the provisions of Maharashtra Apartment Ownership Act 1970.

SIXTEENTH -That in a voluntary conveyance of a unit, the grantee alone shall be liable for all unpaid assessment, charges, balance amounts for common expenses etc.

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SEVENTEENTH -That the insurance premium for any blanket insurance coverage shall be a common expenses to be paid by monthly assessment levied by the association of apartment Owners on each apartment Owners in proportion to the area possessed by him/her/ them.

EIGHTEENTH -That so long as the Grantor Owners & Developers herein owns one or more of the units, the Grant shall be subject to the provisions of this Deed and of the Exhibit A attached hereto and the Grantor Owners & Developers covenants to take no action which will adversely affect the rights of the Association of Apartment Owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of the **"Padma Vishwa Oxyflow Apartment".**

NINETEENTH -That the dedication of the property to the plans of Apartment Ownership herein shall not be revoked or the property removed from the plan of Apartment Ownership or any of the provisions herein unless all the Apartment Owners and the Mortgagors of all the Mortgages covering the units, unanimously agree to such revocation of amendment for removal of the property from the plan of Apartment by duly registered instrument.

TWENTYETH -All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any unit shall constitute charges on such unit prior to all other charges except only (1) charge, if any, on the unit for payment of Government, or Municipal Taxes or both and (2) all sums unpaid on a first mortgage of the Apartment.

TWENTY FIRST -That, where a unit is sold by a mortgagee in exercise of his power of sale under an English Mortgage or by a Court in execution of a decree in a suit brought by a mortgagee against the Owners of such unit, then neither the mortgagee nor the purchaser who derives title to the unit at such sale, or his successors or assigns shall be liable, for assessment 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 charge for such assessments and enforcing same as provided by law and that such charge shall be subordinate to such mortgage.

SCHEDULE - I

Description of the said property referred to above.

All that piece and parcel of non-agricultural land bearing **Revenue Survey No. 35/5/2+3 Plot No. 7 admeasuring 602.74 sq. mtrs. corresponding to CTS No. 2161 admeasuring 604.8 sq. mtrs.,** together with **T.D.R. F.S.I. of 230.00 sq.mtrs.** situated, lying and being at **Village Anandvalli,** Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Nashik, within the limits of Nashik Urban Agglomeration and bounded as under :-

On or towards	As per Revenue Record	As per C.T.S. Record
East	Open Space	C.T.S. No. 2165
West	7.5 mtrs. Wide Road	Adjoining Road
South	Adjoining S. No. 34/4/2 Part	C.T.S. No. 2160
North	Plot No. 6	C.T.S. No. 2162

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND THE YEAR FIRST MENTIONED HEREINABOVE:-

SIGNED,SEALED & DELIVERED
BY WITHINNAMED
GRANTOR OWNERS & DEVELOPERS
M/S. SIDDHI CONSTRUCTION
Through its Partner
SHRI. JAGDISH VISHWANATH KANKREJ



Grantor Owners & Developers

In the presence of ...

1.

2.