285/4520 पावती Original/Duplicate

Monday,December 06 ,2021 नोंदणी क्रं. :39म

1:15 PM Regn.:39M

पावती क्रं.: 8410 दिनांक: 06/12/2021

गावाचे नाव: **सावंगी मेघे**

दस्तऐवजाचा अनुक्रमांक: **वरद-4520-2021**

दस्तऐवजाचा प्रकार : **घोषणापत्र**

सादर करणाऱ्याचे नाव: **वास्तुविश्व डेव्हलपर्स तर्फे प्रोपा साजु अनापरा जोसेफ वर्गिस**

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 1800.00
पृष्ठांची संख्या: 90	
एकूण:	रु. 1900.00

बाजार मुल्य: रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0312202106977 दिनांक: 06/12/2021

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009631360202122E दिनांक: 06/12/2021

बँकेचे नाव व पत्ता:

Sub Registrar Vardha

DEED OF DECLARATTON

IN

IN RESPECT OF

" VASTU-VISHWA APARTMENTS –SAMTA NAGAR

Situated at PLOT No. 11, KHASRA No.205 (New), 142/2(Old)

MOUZA- SAWANGI (MEGHE), TAH. AND DIST. WARDHA

BY THE OWNER TO SUBMIT THE PROPERTY UNDER THE APARTMENT OWNERSHIP ACT-1970

THIS DEED OF DECLARATION IS EXECUTED AND REGISTERED on ..... Day of DECEMBER, 2021, IN THE REGISTRAR OFFICE, WARDHA, TAH. & DIST. WARDHA.

BY

VASTUVVISHWA DEVELOPERS through Proprietor
SAJU ANAPARA JOSEPH VERGHESE
Aged 54 years,
Resident of Vastuvishwa Apartment Phase-I, Nagpur road,
Nalwadi, Wardha-442001

Hereinafter referred to as the **GRANTOR** who are fully empowered and qualified to execute this DEED do hereby state

FIRST :

THAT the GRANTOR owns the following land situated at Mouza-Sawangi(Meghe), within the limit of Gram Panchayat, Sawangi(Meghe), in Tahsil and District - WARDHA, which is described in details as follows :

THAT ALL THAT piece and Parcel of land bearing Plot No.11, area admeasuring 445.01 Sq.Mtr., bearing Khasra No.205 (New/Revised), 142/2(Old), Mouza Sawangi(Meghe), Tah. & Dist. Wardha within the limit of Gram Panchayat, Sawangi(Meghe), Wardha, Tah. & Dist. Wardha belonged to above said GRANTOR who are absolute Owners of the said land having marketable and transferable rights

For Vastuvishwa Developers

Proprietor

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therein and they acquired the said property by way of Registered Sale Deed Sr.No.WRD-2-835/2021 on dtd.05.03.2021 registered in the Office of Sub Registrar-2, Wardha and purchased the property from Shri.Shivdas Bapunaji Nagrale and their name is duly mutated in the concerned 7/12 record.

THAT the GRANTOR HAD DECIDED TO DEVELOP THE SAID Plot No.11 into Multistoried Residential Apartment named and styled as "VASTUVISHWA APARTMENTS-SAMTA NAGAR", and therefore prepared the Building Plan for the same and the construction to be carried out over the said plot of Land. Subsequently submitted the required Building Plans to the Sanctioning Authority, the Gram Panchayat, Sawangi(Meghe), Tah. and Dist. Wardha, and the G.P. Sawangi(Meghe) vide it's letter/order Tharav No.8, dtd.26.10.2021, sanctioned the said Building Plan on the said Plot No.11 for **the "VASTUVISHWA APARTMENTS-SAMTA NAGAR"**, and the said Plot No.11 is bounded as under :

On the East	:	30 Ft. wide layout road
On the West	:	Bajaj layout
On the North	:	30 Ft wide layout road.
On the South	:	Plot No.12

That the Grantor has submitted the said entire Plot of Land described above containing by admeasuring 445.01 Sq.Mt. to the provisions of the Maharashtra Apartment Ownership Act, 1970.

SECOND :

THAT, the Grantor were desirous of promoting the Apartment Scheme, as mentioned above, AND WHEREAS the Grantors Vastuvishwa Developers through its Proprietor Shri. Saju A.J.Verghese, and are already engaged in building construction business and hereinafter called **"The Builder"** shall construct the proposed scheme and had further offered to undertake the construction of the said Apartment Scheme out of their own resources and funds or by raising project finance or by funds contributed by the proposed purchasers of Apartment units and Grantor had agreed to sell/assign/transfer the proportionate Undivided Share and interest in the said Plot of Land to the interested person's. For the sake of brevity, it is hereby made clear, that the Builder shall construct the Apartment scheme on the parcel of land described above, a building named and known as **"VASTUVISHWA APARTMENTS-SAMTA NAGAR"** as per the building plan duly sanctioned by the G.P. Sawangi(Meghe), Tah. & Dist. Wardha, vide Ref/Order/Tharav No.8

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For Vastuvishwa Developers

Proprietor

dtd.26.10.2021, which is attached herewith and forms part of this Declaration. The **"VASTUVISHWA APARTMENTS-SAMTA NAGAR"** is situated at Plot No.11, area admeasuring 445.01 Sq.Mtr., Bearing Khasra No.205 (New), 142/2(Old), Mouza – Sawangi(Meghe), Tah. & Dist. Wardha, within the limits of Gram Panchayat Sawangi(Meghe), and the postal address of the Apartment Scheme is as under :-

"VASTUVISHWA APARTMENTS-SAMTA NAGAR"
At Plot No.11, Khasra No.205 (New), 142/2(Old)
Mouza – Sawangi(Meghe), Tah. & Dist. Wardha

THIRD :

THAT the said Multistoried building/Complex lo be known and styled as **"VASTUVISHWA APARTMENTS-SAMTA NAGAR"** is situated at Plot No.11, area admeasuring 445.01 Sq.Mtr., Bearing Khasra No.205(New), 142/2(Old), Mouza – Sawangi(Meghe), Tah. & Dist. Wardha, within the limits of Gram Panchayat, Sawangi (Meghe) consists of the Parking on GROUND FLOOR, APARTMENTS ON FIRST FLOOR, SECOND FLOOR, THIRD FLOOR & FOURTH FLOOR. Whereas the GROUND FLOOR is comprising of STILT PARKING AND THREE FLATS OF 2BHK APARTMENTS EACH on the FIRST, SECOND, THIRD FLOOR & ON FOURTH FLOOR, thus in all there are 12 (Twelve) Apartments in the said Buiding. All the units are capable of individual utilization on account of having their separate entrance and exit to their restricted area and facilities of the Building and Apartments will be sold separately to one or more owners. Each owner obtaining a particular and exclusive property right thereto and each Apartments constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the State (hereinafter referred to as Family Unit) and also Undivided interest in the general Common/Restricied Areas and Facilities of the Building as listed of the above in accordance with the Maharashtra Apartment Ownership Act. 1970.

THAT the GRANTOR reserve unconditional rights to revise the sanction plan or re-revise from the concern authority and rights to erect any additional construction on the available open space or the top or terrace of the building in case of any increase in the permission F.S.I. in relation to the said plot of land in future and in such contingency the Apartment owner or the Association/Society of the Flat owners shall not be entitled to claim the refund or damages from the GRANTOR or nor shall be entitled to utilize and use the said additional F.S.I. for additional construction and to sell the same to the prospective PURCHASER with the facility to use and enjoy the available common areas and facilities.

For Vastuvishwa Developers

Proprietor

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FORTH :

THAT the said Multistoried Building the **"VASTUVISHWA APARTMENTS-SAMTA NAGAR"** is situated at Plot No.11 area admeasuring 445.01 Sq.Mtr.Bearing Khasra No.205(New), 142/2(Old), Mouza Sawangi(Meghe), Tahsil & District Wardha, within the limits of Gram Panchayat Sawangi(Meghe), Tahsil & District-Wardha.

FIFTH:

THAT this condominium of building shall be known and styled as **"VASTUVISHWA APARTMENTS-SAMTA NAGAR"** and the family Units and Common Restricted Areas and Facilities of the Building are as follows :-

1) STILT PARKING ON GROUND FLOOR
2) FAMILY UNITS ON THE FIRST, SECOND, THIRD & FOURTH FLOOR OF **"VASTUVISHWA APARTMENTS-SAMTA NAGAR".**

The Construction on Plot No.11 area admeasuring 445.01 Sq.Mtr. Bearing Khasara No.205(New), 142/2(Old), Mouza Sawangi(Meghe), Tah. & Dist. Wardha, within the limits of Gram Panchayat, Sawangi(Meghe), consists of COMPRISING THREE (03) APARTMENT EACH on the FIRST, SECOND, THIRD & FOURTH FLOOR for residential purpose and are duly numbered as 101 to 103 ON FIRST FLOOR, 201 to 203 ON SECOND FLOOR, 301 to 303 ON THIRD FLOOR, & 401 TO 403 ON FOURTH FLOOR. The family units are described herein below. The measures of a family units include all the outside wall and ½ (One half) of the Block Partition walls. Each Family Units is a somewhat rectangular/squarish shaped Apartment. Each Family Unit have separate access to their exclusive area and with undivided share and interest in the land and the main door and have a separate independent access to their respective floor by way of a common staircase and Lift.

COMMON AREAS AND FACILITIES :

a) The Parcel of land described in Paragraph FIRST of this Deed.

b) Covered limited common Parking Facility is provided to the said building for all the apartment owners as per the area statement herein above..

c) Common passage leading to the Staircase.

d) Compound wall on required sides 2(Two) Grill Gates to be provided to the said Plot area for ingress and egress for Owners.

For Vastuvishwa Developers

Proprietor

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e) The following facilities has been provided in the building.

i) Staircase is provided to the said Building.

ii) Open well / borewell provided.

iii) Plumbing work throughout the building.

iv) Electric wiring throughout the building.

v) Neccessary lighting and water connections in wash room.

vi) Two Overhead Water Tanks to be provided.

vii) One Lift to be provided in the building for the use of Residents.

viii) One inverter with suitable batteries for Power Backup for lift and common areas to be provided.

ix) The Open Terrace above the fourth floor shall be of the common use for the Flat Owners and the members of **"VASTUVISHWA APARTMENTS-SAMTA NAGAR".** However, with any increase in F.S.I. being sanctioned by the G.P./Govt. Authority/T.P./M.C./Wardha, in near future, in view of any fresh G.R./Nortifications in D.C.R. Rules, the original Plot owners/ Builder shall have the exclusive right to utilize the same, and erect/construct any additional floor on Top/Terrace of the scheme building and no flat owners of the Association/Society of the owners shall object to the same.

Under such situation, the flat owners shall be again free to use/enjoy the benefits of the newly formed roof.

x) The foundation, main walls, columns, girders, beams and roofs of the building as described in the plan, forms a part of this Deed

xi) AND in general all apparatus and installations existing for common use.

SIXTH :

(A) THAT the right title and intrest of each Owner of a Family Unit in the General Common Restricted Area and Facilities listed under letters (a) to (c) of Sub-paragraph (2) of Para FIFTH and their proportionate shares, in the profits and common expenses in the said General Common/Restricted areas and facilities for voting purposes in the meeting of the Association of Apartment Owners of **"VASTUVISHWA APARTMENTS-SAMTA NAGAR"** shall be as above.

For Vastuvishwa Developers

Proprietor

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(B) THAT the proportion representations for voting purposes as provided in (A) hereof may be limited in accordance with the provisions of Bye-Laws attached hereto as EXHIBIT-B.

(C) Apartment(s) and percentage of undivided interest in the Common areas and facitilics appertaining to the Apartments are not encumbered in any manner whatsoever on the date of this Declaration.

SEVENTH :

THAT the administration of the **"VASTUVISHWA APARTMENTS-SAMTA NAGAR"** consisting as aforesaid of the Building and parcel of the land described in paragraphs FIRST and FIFTH of this Deed shall be in accordance with the provision: of this deed and with the provisions of the Bye-Laws which are made part or this Deed; and are attached hereto as the Exhibit-B.

EIGHTH:

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 the Family Units on First floor upto Fourths Floor are conveyed or may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a common areas and facilities of the building, such family unit owner having its own exit to common areas and facilities of the building such family unit owner having an exclusive and particular title and interest over his/her/their respective family unit and in addition, the specified undivided interest in the Common areas and facilities.

NINTH :

THAT for the purpose of Stamp Duly and Registration Fees to be; imposed on the Registration of this DEED in the Registers of Declaration and Deeds of Apartment Under Section 13(5) the value of **"VASTUVISHWA APARTMENTS-SAMTA NAGAR"** is distributed as follows :

For Vastuvishwa Developers

Proprietor

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AREA STATEMENT FOR O.O.D. OF "VASTUVISHWA APARTMENTS-SAMTA NAGAR"

Plot No.11, Kh.NHo.205 (Revised/New) (old S.No.142/2), admeasuring area 445.01 Sq.Mtr.

SCHEDULE-A

FLOOR	FLAT NO.	CARPET AREA EXCLUDING BALCONY	B/UP+ COMMON AREA (Common Area=Total B/Up Area - (Carpet Area +Balcony Area)	B/UP AREA EXCLUDING BALCONY	OPEN BALCONY	COVERED BALCONY	COMMON B/UP AREA AT G.F.	OVER HEAD WATER TANK	STAIR-CASE TOWER	SUPER B/UP AREA	PARKING AREA	TOTAL AREA (IN SQ.M.)	PERCENTAGE OF UNDIVIDED LAND SHARE
				A	B	C	D	E	F	G	H	G+H	%
FIRST FLOOR	Flat No. 101	68.17	7.18	75.350	14.525	3.926	0.799	0.69	0.966	96.256	4.95	101.206	9.53
	Flat No. 102	62.005	7.18	69.185	9.508	3.5	0.799	0.69	0.966	84.648	4.95	89.598	8.44
	Flat No. 103	50.362	7.18	57.542	9.623	0	0.799	0.69	0.966	69.62	4.95	74.57	7.03
SECOND FLOOR	Flat No. 201	68.17	7.18	75.350	14.525	3.926	0.799	0.69	0.966	96.256	4.95	101.206	9.53
	Flat No. 202	62.005	7.18	69.185	9.508	3.5	0.799	0.69	0.966	84.648	4.95	89.598	8.44
	Flat No. 203	50.362	7.18	57.542	9.623	0	0.799	0.69	0.966	69.62	4.95	74.57	7.03
THIRD FLOOR	Flat No. 301	68.17	7.18	75.350	14.525	3.926	0.799	0.69	0.966	96.256	4.95	101.206	9.53
	Flat No. 302	62.005	7.18	69.185	9.508	3.5	0.799	0.69	0.966	84.648	4.95	89.598	8.44
	Flat No. 303	50.362	7.18	57.542	9.623	0	0.799	0.69	0.966	69.62	4.95	74.57	7.03
FOURTH FLOOR	Flat No. 401	68.17	7.18	75.350	14.525	3.926	0.799	0.69	0.966	96.256	4.95	101.206	9.53
	Flat No. 402	62.005	7.18	69.185	9.508	3.5	0.799	0.69	0.966	84.648	4.95	89.598	8.44
	Flat No. 403	50.362	7.18	57.542	9.623	0	0.799	0.69	0.966	69.62	4.95	74.57	7.03
TOTAL		772.142	86.16	808.308	134.624	29.704	9.588	8.28	11.592	1002.096	59.4	1061.496	100.00

TOTAL AREA OF PLOT = 445.01 SQ.MT. NOTE : TOTAL B/UP AREA = 808.308+134.624+29.704+9.588= 982.224 SQ.MT. i.e. 982.198 SQ.MT.

For Vastuvishwa Developers

Proprietor

A) The cost of Parcel of land described in paragraph FIRST hereof is valued at Rs.40,21,000/-.

B) The cost of registration of sale deed for this land is valued at Rs.1,53,180/-

C) The cost of approval/sanction/cess of building permit paid to the Govt/T.P.Deptt./S.D.O. Office, Wardha, Tah. & Dist. Wardha is Rs.4,79,632/-

D) The G.P. Tax for year 2021-22 paid is Rs.1915/-

TENTH :

THAT the so long as the Grantor owns one or more of the Family Units, the Grantor shall be subject to the provision of this Deed and of the Exhibit-A and B attached hereto, and the Grantor covenants to take the action which will adversely affect the rights of the Association of Apartment owners with respect to assurance against latent detects in the building or other rights assigned to the Association by reason of the establishment of **"VASTUVISHWA APARTMENTS-SAMTA NAGAR".**

ELEVENTH :

THAT the General 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 common Areas and Facilities eslablished herein shall nol be changed except with the unanimous consent of all the Apartment owners expressed in amendment to this Deed duly registered.

THIRTEENTH :

THAT the undivided interest in the general 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 though such interest is not expressly mentioned or described in the conveyance or other instrument, unless and except in case of any additional F.S.I. sanctioned by the sanctioning authority, to the original plot owners/builder in future.

FOURTEENTH :

THAT each Apartment Owner shall comply with the provisions of this Deed, the Bye-laws, decisions and resolutions of the Association of Apartment owners or its representatives and failure to comply with any such provisions, decisions or resolutions shall be graunds for an action to recover sums due for damage or for injunctive relief.

For Vastuvishwa Developers

Proprietor

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FIFTEENTH :

THAT the dedication of the property to the Plan of Apartment Owners and the mortgages covering the units unanimously agree to such revocation or amendment or removal of the property from the Plan by duly registered documents / instrument.

SIXTEENTH :

THAT no Apartment Owner of a family unit may exempt himself/herself/ themselves from liability for his/her/their contribution towards the common expenses by waiver of the use or enjoyment of any of the General Common Areas and facilities or by the abandonment of his/her/their family unit.

SEVENTEENTH :

THAT all sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such Apartment/ Family unit prior to all other charges except only (charges, if any on the Apartments for payment of Government or Municipal Taxes or both) all sum unpaid on a first mortgage of the apartment.

EIGHTEENTH :

THAT all present or future owners, tenants, 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 Apartments of the building or the mere act of occupancy of any of the said units of the building or the mere act of occupancy of any of the said units shalt signify that the provisions of this Deed are accepted and satisfied. The respective family unit shall not be rented or given on leave and license or caretaker basis by the Owners thereof for transient or hotel purposes. which shall ID'e defined as (1) Rental compensation or compensations for any period less than Thirty days, (2) Any rental or if the occupants of the family unit 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 leases such unit or give it and leave and license or care-taker basis provided that the said leases or leave and license or care-laker basis in this Declaration and further subject to the bye-laws in EXHIBIT-B attached hereto.

For Vastuvishwa Developers

Proprietor

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