35. MORTGAGERS:

NOTICE TO ASSOCIATION: An owner, who mortgages his row house, shall notify the association through the manager, if any of the President, the name & address of his/her mortgages & the association shall maintain such information in a book entitled "Mortgages of Units".

IN WITNESSES WHEREOF the Grantor has set it's respective hands hereto & executed this **DEED OF DECLARATION** on the day, month, & year first above mentioned in presence of the witnesses.

SIGNED AND DELIVERED by the within)
Named, **GRANTOR**)
M/S RADHA MADHAV DEVELOPERS)
THROUGH ITS AUTHORIZED PARTNER)
SHRI RAJESH N. AGRAWAL)
In the presence of attesting witnesses)





RADHA MADHAV DEVELOPERS

PARTNER

WITNESSES

1.

2.

नगन–७
२७५८/२०९३
३८/५२

नगन–७
५४९८/२०२०
२२३/९८

270/2156
मंगळवार,23 एप्रिल 2013 3:26 म.नं.

दस्त गोषवारा भाग-1

नगन7
दस्त क्रमांक: 2156/2013

५१/५२.

दस्त क्रमांक: नगन7 /2156/2013

बाजार मुल्य: रु. 00/- मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.100/-

दु. नि. सह. दु. नि. नगन7 यांचे कार्यालयात

अ. क्रं. 2156 वर दि.23-04-2013

रोजी 3:32 म.नं. वा. हजर केला.

पावती:2169 पावती दिनांक: 23/04/2013

सादरकरणाराचे नाव: **मे. राधा माधव डेव्हलपर्स तर्फे अधिकृत भागीदार श्री राजेश नवरंगलाल अग्रवाल . .**

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 1040.00
पृष्टांची संख्या: 52	
एकुण:	1140.00

दस्त हजर करणाऱ्याची सही:

सह दुय्यम निबंधक, वर्ग-२,
नागपूर ग्रामिण क्र. ७

सह दुय्यम निबंधक वर्ग-२
नागपूर ग्रामिण क्र. ७.

दस्ताचा प्रकार: घोषणापत्र

मुद्रांक शुल्क: प्रतिज्ञालेख

शिक्का क्रं. 1 23 / 04 / 2013 03 : 32 : 14 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 23 / 04 / 2013 03 : 32 : 26 PM ची वेळ: (फी)

SEAL OF THE JOINT SUB-REGISTRAR NAGPUR NO. 7

नगन-७
४१९८/२०२०
२२४/१६८

2703899
23/04/2013 3 27:52 PM

दस्त गोषवारा भाग-2

नगन7
दस्त क्रमांक:2156/2013

५२/५२.

दस्त क्रमांक :नगन7/2156/2013

दस्ताचा प्रकार :-घोषणापत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे. राधा माधव डेव्हलपर्स तर्फे अधिकृत भागीदार श्री राजेश नवरंगलाल अग्रवाल . . पत्ता:प्लॉट नं: 125, माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: अभ्यंकर रोड, सिताबुल्डी, नागपूर, . . पॅन नंबर:AAJFR4038G	लिहून देणार वय :-44 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत घोषणापत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:23 / 04 / 2013 03 : 33 : 03 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:वासीन अख्तर परवेझ अख्तर . . वय:24 पत्ता:125, अभ्यंकर रोड, सिताबुल्डी, नागपूर पिन कोड:440012 स्वाक्षरी		
2	नाव:शेख इफ्तिकार अब्दुल मझीद . . वय:25 पत्ता:रेल्वे कॉलोनी, गार्ड लाईन, नागपूर पिन कोड:440001 स्वाक्षरी		

नबराचे बुकाचे नंबरी नोंदला
२५६

शिक्का क्र.4 ची वेळ:23 / 04 / 2013 03 : 33 : 47 PM

शिक्का क्र.5 ची वेळ:23 / 04 / 2013 03 : 34 : 17 PM, नोंदणी पुस्तक 1 मध्ये

सह दुय्यम निबंधक, वर्ग-२,
नागपूर शहर क्रं. ७,
दि.23 माहे.....5 सन २०१३

सह दुय्यम निबंधक, वर्ग-२,
नागपूर शहर क्र. ७.

2156 /2013

प्रमाणित करण्यात येते कि, या दस्तामध्ये एकूण ५२ पाने आहेत.

सह दुय्यम निबंधक, क्र. ७
नागपूर शहर

SEAL OF THE JOINT SUB-REGISTRAR NAGPUR NO. 7
सह दुय्यम निबंधक नागपूर शहर क्र. ७

नगन-७
५४९४/२०२०
१९५/१६४

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

NAGPUR TREASURY
GH 328068

19 DEC 2012

17 DEC 2012

आर. ₹ २८४८ १५०

दि.....दि.....

राधा माधव डेव्हलपर्स नागपूर

साठे अंडेरीज

Sp SC/ST. Clerk

नगन–७
२०९५/२०१३
१/५२

DEED OF DECLARATION

OF

"NAND"

(FORM A)

IN THE CITY OF NAGPUR, TAHSIL & DISTRICT NAGPUR,
ON THIS 18TH DAY OF APRIL 2013.

नगन–७
५४१४/२०२०
२२६/२६४


नगर-७
२०१५/२०१३
१५२


नगर-७
२०२०/४४१४

M/S RADHA MADHAV DEVELOPERS, a partnership firm duly registered under the provisions of Indian Partnership Act, 1932, bearing its Registration No. NGP-122220/2011-12, having its registered office at Plot No. 125, Ward No. 3, Abhyankar Road, Sitabuldi, Nagpur - 440 012, having PAN No. AAJFR4038G, acting through its authorized Partner **SHRI RAJESH S/O NAVRANGLALJI AGRAWAL**, aged about 44 years, Occupation: Business, having office at Plot No. 125, Ward No. 3, Abhyankar Road, Sitabuldi, Nagpur - 440 012, **(HEREINAFTER CALLED "THE GRANTOR")** fully empowered & qualified to execute this Deed do hereby states:

1. **THAT** the Grantor owns the property detailed below situated in Mouza Jamtha, within the limits of Nagpur Improvement Trust, Tah. & Dist. Nagpur, which is described as follows namely;

ALL THAT portion of 14,720.571 Sq. Mtrs. on the northern portion of all that piece & parcel of land bearing Plot No. 7, comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2 P.H. No. 42, admeasuring about 18,334.014 Sq. Mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) & District Nagpur & plot of land is bounded as under:-

ON THE EAST:	12.00 Mtrs. Road;
ON THE WEST:	Other's Land;
ON THE NORTH:	18.00 Mtrs. Road;
ON THE SOUTH:	Plot No. 6.

Along with all the fittings, connections compound walls, gates, water pipe line, electric line, water meter, electric meter & all other rights, Road, privileges & easement etc. thereto & appurtenant to the building/s known as **"NAND"** situated at

नगन-७ ४८९४/२०२० २२८/२६४

नगन-७ २०९५/२०९३ ३/५२

Jamtha, standing on Plot No. 7, Tah. Nagpur (Rural) & Dist. Nagpur.

a) **AND WHEREAS,** the Grantor acquired the title of Survey No. 248 of Mouza Jamtha, admeasuring about 10.65 HR by virtue of Sale Deed dated 12.02.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7(rural) in Book No. 1 at Sr. No. 895;

b) **AND WHEREAS** similarly Survey No. 257/2, admeasuring about 3.76 HR is owned by the Grantor by virtue of Sale Deed dated 15.05.2012, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7 (Rural) in Book No. 1 at Sr. No. 2619;

c) **AND WHEREAS** the Survey No. 258/1-G, admeasuring about 1.00 HR is owned by the Grantor in pursuance Sale Deed dated 03.05.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-1 (Rural) in Book No. 1 at Sr. No. 2636;

d) **AND WHEREAS** the Survey No. 258/1-K, admeasuring about 3.90 HR is owned by the Grantor in pursuance to Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-1 (Rural) in Book No. 1 at Sr. No. 2402;

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e) **AND WHEREAS** the Survey No. 258/2, admeasuring about 1.00 Hectors is owned by the Grantor in pursuance to Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-1(Rural) in Book No. 1 at Sr. No. 2387;

f) **THAT** the Grantor thus is the absolute & exclusive owner of all that piece & parcel of land total admeasuring about 20.31 HR comprising out of Survey No. 248, 257/2, 258/1-G, 258/1-K & 258/2 of Mouza Jamtha, Tah. Nagpur (Rural) Dist. Nagpur;

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g) **AND WHEREAS** the Grantor herein converted the entire land as abovesaid into a non-agricultural residential use in accordance with the order passed by the Collector, Nagpur u/s 44(1) of the Maharashtra Land Revenue Code, 1966 in Revenue Case No. 309/NAP-34/2011-2012 dated 14.05.2012;

h) **AND WHEREAS** in the mean time the layout plan in respect of the above said non-agriculture land was also sanctioned by the Asstt. Director, Town Planning, Nagpur Improvement Trust on 06.01.2012 **AND** the same was incorporated in the N.A. Order cited above;

i) **AND WHEREAS** the title of Grantor for said property is thus clear, marketable & unencumbered one. The Grantor is therefore competent to execute & have the Deed of Declaration in the capacity as the owners of the said property & as the Grantors.

j) **AND WHEREAS** the Grantor decided to develop the Plot No. 7 into a residential estate by constructing double duplex/ twin bungalow/ row-houses & the high rise building containing self contained apartments **AND** with such intention, the Grantor forwarded the building plan for sanction in the office of Nagpur Improvement Trust;

k) **AND WHEREAS** the Nagpur Improvement Trust vide Building Permit dated 02.04.2013 bearing No. B.P./188 accorded sanctioned vide BE (M)/South/Nagpur(R)/BP-3740/2013021864/204, dated 03.04.2013 & sanctioned the construction of 3 - BHK double duplex/ twin bungalow/ row houses & 3-BHK Apartments scheme on 14,720.571 Sq. Mtrs. of land out of total Plot No 7, admeasuring about 18,334.014 Sq. Mtrs. AND the building plan in relation to the construction of high rise building containing self contained apartments, consuming the balance FSI is under consideration AND upon the

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नगन-७ ४८१४ २०२० २३० २६४

sanction of such building plan, this **DEED OF DECLARATION** is always subject to the amendment/correction/ modification in consideration to the sanctioned received by the Grantor;

2. **THAT** the Grantor itself has constructed a double duplex/ twin bungalow/ row house/ apartment scheme, containing various independent row houses & incurred the construction cost on the parcel of the land described above, & the row house scheme thus constructed is named & known as **"NAND"** as per building plan **"EXHIBIT A"** duly sanctioned by the Asst. Director, Town Planning Department, Nagpur Improvement Trust. The scheme would be governed by the provisions of the Maharashtra Apartment Ownership Act, 1970. The construction would be completed according to the plan attached hereto as "Exhibit A". The said **"NAND"** is situated at Plot No. 7, in Mouza Jamtha, situated at Jamtha, Nagpur & the postal address of the scheme is;

NAND
VRINDAVAN
PLOT NO. 7
MOUZA JAMTHA
JAMTHA
TAH. NAGPUR (RURAL)
DIST. NAGPUR.

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६ / ५२

THAT said **"NAND"** consists of 22 Nos. 3-BHK double duplex, 24 Nos. 3-BHK Twin Bungalow, 31 Nos. 3 BHK Row Houses & 72 apartments has consumed floor surface index area of 14,720.571 Sq. Mtrs. It is hereby made further clear that the Grantors as marked in the map shall utilize any increase in the permissible buildable floor surface index, whenever sanctioned given by the appropriate sanctioning authority & the Grantor shall have exclusive rights (with their respective undivided share) over the terrace of the row houses/ building. It has been made clear by the Grantor that in any case the prospective purchasers of the row house/s has no authority to construct

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२२९ / २६४

over the terrace of their respective row house, whether the buildable floor surface index would be increased or not. It has also been made clear that if the Grantor is intending to sale double duplex/ twin bungalow/ row house/ apartments to any prospective purchaser/s, it doesn't necessarily include the rights in the terrace. It is entirely at the discretion of the Grantor whether to sale the rights of the terrace to the prospective purchaser/s or not. All the units are capable of individual utilization on account of having their own exit to common area & facility, as demarcated in the site plan attached herewith as Exhibit A & the row house/s will be said to one or more owners, each obtaining a particular & exclusive property right thereto & each unit constituting heritable transferable immovable property within the meaning of any law for the time being in force in the state (hereinafter referred to as '**THE UNIT**') & also an individual interest in the general common areas & facilities contained therein, as listed hereinafter in the Deed, necessary for their adequate use, enjoyment, (hereinafter referred to as general common areas) facilities in accordance with the Maharashtra Apartment Ownership Act, 1970.

THE "NAND" is a 3-BHK duplex duplex/twin bungalow/Row House & Apartment Scheme. The Scheme consists of Earthquake resistant RCC Frame Structure & Design confirming the Indian Standard Code & it is being the part of **"VRINDAVAN"**. The amenities attached with the apartment scheme are –

1) Terrace for utilization to each row house;
2) Water Tank on the roof top of each Row House & Apartment Building;
3) Landscaping;
4) Membership to club house with gymnasium;
5) Access to Garden/ Play Ground;

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6) Car & Two Wheeler Parking space covered & uncovered;

4. **THAT** the aforesaid plot has a total built-up area is of 14,720.571 Sq. Mtrs. (Approximately), which constitutes the 22 Nos. 3-BHK double duplex, 24 Nos. 3-BHK Twin Bungalow, 31 Nos. 3 BHK Row Houses & 72 apartments. All such double duplex, twin bungalow, row house and apartment are commonly called as "**UNITS**" & general common areas & facilities.

5. **THAT** this association shall be known as **"NAND"** & that the units & common areas & facilities of **OWNERS ASSOCIATION** the scheme will be as follows:

UNIT: 22 Nos. 3-BHK Double Duplex on the Ground & First & Second Floor in Block No. 1

Row House No.	Built-Up Area	Super Built-up Area	Share in Land	% Share in Land
	(Sq. Mtrs.)	(Sq. Mtrs.)	(Sq. Mtrs.)	
B1-1	117.75	135.92	115.49	0.6213
B1-2	112.64	180.69	115.49	0.6144
B1-3	117.75	135.92	87.49	0.6213
B1-4	112.64	180.69	87.49	0.6144
B1-5	117.75	135.92	87.49	0.6213
B1-6	112.64	180.69	87.49	0.6144
B1-7	117.75	135.92	87.49	0.6213
B1-8	112.64	180.69	87.49	0.6144
B1-9	117.75	135.92	87.49	0.6213
B1-10	112.64	180.69	87.49	0.6144
B1-11	117.75	135.92	87.49	0.6213
B1-12	112.64	180.69	87.49	0.6144
B1-13	117.75	135.92	87.49	0.6213
B1-14	112.64	180.69	87.49	0.6144
B1-15	117.75	135.92	87.49	0.6213

नगन – ७
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नगन – ७
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B1-16	112.64	180.69	87.49	0.6144
B1-17	117.75	135.92	87.49	0.6213
B1-18	112.64	180.69	87.49	0.6144
B1-19	117.75	135.92	87.49	0.6213
B1-20	112.64	180.69	87.49	0.6144
B1-21	117.75	135.92	87.49	0.6213
B1-22	112.64	180.69	87.49	0.6144

UNIT: 24 Nos. 3-BHK Twin Bungalow on the Ground & First Floor of Block No. 2

Row House No.	Built-Up Area	Super Built-up Area	Share in Land	% Share in Land
	(Sq. Mtrs.)	(Sq. Mtrs.)	(Sq. Mtrs.)	
B2-1	97.87	101.94	167.81	0.5338
B2-2	97.87	101.94	123.26	0.5338
B2-3	97.87	101.94	123.26	0.5338
B2-4	97.87	101.94	123.26	0.5338
B2-5	97.87	101.94	123.26	0.5338
B2-6	97.87	101.94	123.26	0.5338
B2-7	97.87	101.94	123.26	0.5338
B2-8	97.87	101.94	123.26	0.5338
B2-9	97.87	101.94	123.26	0.5338
B2-10	97.87	101.94	123.26	0.5338
B2-11	97.87	101.94	123.26	0.5338
B2-12	97.87	101.94	200.83	0.5338
B2-13	97.87	101.94	167.81	0.5338
B2-14	97.87	101.94	123.26	0.5338
B2-15	97.87	101.94	123.26	0.5338
B2-16	97.87	101.94	123.26	0.5338
B2-17	97.87	101.94	123.26	0.5338
B2-18	97.87	101.94	123.26	0.5338
B2-19	97.87	101.94	123.26	0.5338
B2-20	97.87	101.94	123.26	0.5338
B2-21	97.87	101.94	123.26	0.5338

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B2-22	97.87	101.94	123.26	0.5338
B2-23	97.87	101.94	123.26	0.5338
B2-24	97.87	101.94	166.51	0.5338

UNIT: 31 Nos. 3-BHK Row Houses on the Ground & First Floor of Block No. 3:

Row House No.	Built-Up Area (Sq. Mtrs.)	Super Built-up Area (Sq. Mtrs.)	Share in Land (Sq. Mtrs.)	% Share in Land
B3-1	97.87	101.94	167.81	0.5338
B3-2	97.87	101.94	123.26	0.5338
B3-3	97.87	101.94	123.26	0.5338
B3-4	97.87	101.94	123.26	0.5338
B3-5	97.87	101.94	123.26	0.5338
B3-6	97.87	101.94	123.26	0.5338
B3-7	97.87	101.94	123.26	0.5338
B3-8	97.87	101.94	123.26	0.5338
B3-9	97.87	101.94	123.26	0.5338
B3-10	97.87	101.94	123.26	0.5338
B3-11	97.87	101.94	123.26	0.5338
B3-12	97.87	101.94	123.26	0.5338
B3-13	97.87	101.94	123.26	0.5338
B3-14	97.87	101.94	123.26	0.5338
B3-15	97.87	101.94	123.26	0.5338
B3-16	97.87	101.94	154.48	0.5338
B3-17	97.87	101.94	167.81	0.5338
B3-18	97.87	101.94	123.26	0.5338
B3-19	97.87	101.94	123.26	0.5338
B3-20	97.87	101.94	123.26	0.5338
B3-21	97.87	101.94	123.26	0.5338
B3-22	97.87	101.94	123.26	0.5338
B3-23	97.87	101.94	123.26	0.5338
B3-24	97.87	101.94	123.26	0.5338
B3-25	97.87	101.94	123.26	0.5338

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नगन-७
५४९८/२०२०
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B3-26	97.87	101.94	123.26	0.5338
B3-27	97.87	101.94	123.26	0.5338
B3-28	97.87	101.94	123.26	0.5338
B3-29	97.87	101.94	123.26	0.5338
B3-30	97.87	101.94	123.26	0.5338
B3-31	97.87	101.94	138.06	0.5338

UNIT: 72 Apartments on the First to Third Floor Divided in 6 Independent Buildings (A to F) in Blocks No. 4:

Appt. No.	Building No.	Floor	Built-up Area	Super Built-up Area	% Share in Land
			In Sq. Mtr.	In Sq. Mtr.	
A-101	A	First	77.2877	107.3973	0.4215
A-102	A	First	77.2877	107.3973	0.4215
A-103	A	First	77.2877	107.3973	0.4215
A-104	A	First	77.2877	107.3973	0.4215
A-201	A	Second	77.2877	107.3973	0.4215
A-202	A	Second	77.2877	107.3973	0.4215
A-203	A	Second	77.2877	107.3973	0.4215
A-204	A	Second	77.2877	107.3973	0.4215
A-301	A	Third	77.2877	107.3973	0.4215
A-302	A	Third	77.2877	107.3973	0.4215
A-303	A	Third	77.2877	107.3973	0.4215
A-304	A	Third	77.2877	107.3973	0.4215
B-101	B	First	77.2877	107.3973	0.4215
B-102	B	First	77.2877	107.3973	0.4215
B-103	B	First	77.2877	107.3973	0.4215
B-104	B	First	77.2877	107.3973	0.4215
B-201	B	Second	77.2877	107.3973	0.4215
B-202	B	Second	77.2877	107.3973	0.4215
B-203	B	Second	77.2877	107.3973	0.4215
B-204	B	Second	77.2877	107.3973	0.4215

नगन-७
४४९४/२०२०
२३६/२६४

नगन-७
४९५४/२०२३
९९/४२

B-301	B	Third	77.2877	107.3973	0.4215
B-302	B	Third	77.2877	107.3973	0.4215
B-303	B	Third	77.2877	107.3973	0.4215
B-304	B	Third	77.2877	107.3973	0.4215
C-101	C	First	77.2877	107.3973	0.4215
C-102	C	First	77.2877	107.3973	0.4215
C-103	C	First	77.2877	107.3973	0.4215
C-104	C	First	77.2877	107.3973	0.4215
C-201	C	Second	77.2877	107.3973	0.4215
C-202	C	Second	77.2877	107.3973	0.4215
C-203	C	Second	77.2877	107.3973	0.4215
C-204	C	Second	77.2877	107.3973	0.4215
C-301	C	Third	77.2877	107.3973	0.4215
C-302	C	Third	77.2877	107.3973	0.4215
C-303	C	Third	77.2877	107.3973	0.4215
C-304	C	Third	77.2877	107.3973	0.4215
D-101	D	First	77.2877	107.3973	0.4215
D-102	D	First	77.2877	107.3973	0.4215
D-103	D	First	77.2877	107.3973	0.4215
D-104	D	First	77.2877	107.3973	0.4215
D-201	D	Second	77.2877	107.3973	0.4215
D-202	D	Second	77.2877	107.3973	0.4215
D-203	D	Second	77.2877	107.3973	0.4215
D-204	D	Second	77.2877	107.3973	0.4215
D-301	D	Third	77.2877	107.3973	0.4215
D-302	D	Third	77.2877	107.3973	0.4215
D-303	D	Third	77.2877	107.3973	0.4215
D-304	D	Third	77.2877	107.3973	0.4215
E-101	E	First	77.2877	107.3973	0.4215
E-102	E	First	77.2877	107.3973	0.4215
E-103	E	First	77.2877	107.3973	0.4215
E-104	E	First	77.2877	107.3973	0.4215
E-201	E	Second	77.2877	107.3973	0.4215
E-202	E	Second	77.2877	107.3973	0.4215
E-203	E	Second	77.2877	107.3973	0.4215

नगन-७
२०९५ | २०१३
१२ | ५२

नगन-७
५४९५ | २०२०
२३६ | २६४