2019 (3)

पावती

Original/Duplicate

Tuesday, January 22, 2019
3:05 PM

नोंदणी क्र. :39म
Regn. :39M

पावती क्र.: 9581 दिनांक: 22/01/2019

गावाचे नाव: वेगा

दस्तऐवजाचा अनुक्रमांक: वगा7-920-2019

दस्तऐवजाचा प्रकार : परिमाणपत्र

सादर करणाऱ्याचे नाव: मे. कंद रिअल इस्टेट तर्फे भागीदार 1 श्री. अनंतराव पांडुरंगराव कामतकर, 2 श्री. सचिन मनोहरराव वैद्य तर्फे कुमुखत्यार धारक ऐवजीत व्होल्वार्ट तर्फे भागीदार 1 श्री. प्रेम हासमाणी -

नोंदणी फी	₹. 100.00
दस्त हाताळणी फी	₹. 1280.00
पृष्ठांची संख्या: 64	
एकूण:	₹. 1380.00

आपणास मूळ दस्त ,सोबतचे सिडी,बुकी-२ वगा/७ 3:26 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक
नागपूर शहरिय क्र. ७,

बाजार मूल्य: ₹.1 /-
मोबदला ₹.0/-
भरलेले मुद्रांक शुल्क : ₹. 500/-

DELIVERED

1) देयकाचा प्रकार: eChallan रक्कम: ₹.100/-
रजिस्ट्रेशनफिचे पावती प्रकार: MH010881864201819E दिनांक: 22/01/2019
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: ₹.1280/-

CHALLAN
MTR Form Number-6

GRN	MH015861864201819E	BARCODE		Date	21/01/2019-14:13:51	Form ID	25.1

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	NGP_NAGPUR NO10 RURAL SUB REGISTRAR	Full Name	ADECON VENTURES
Location	NAGPUR		
Year	2018-2019 One Time	Flat/Block No.	KH NO 28
Account Head Details	Amount In Rs.	Premises/Building	
0030040451 Stamp Duty	500.00	Road/Street	MOUZA BESA
0030060301 Registration Fee	100.00	Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 3 0 0 3 4
		Remarks (If Any)	
		SecondPartyName=M/S RUDRA REAL ESTATE~CAV5~MarketId=0	
Total	600.00	Amount In Words	Six Hundred Rupees Only

Payment Details	SBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00183352019012112672	19923711
Cheque/DD No.		Bank Date	RBI Date	21/01/2019-14:14:31	Not Verified with RBI
Name of Bank		Bank-Branch		SBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :
Mobile No. : 9422111230
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
वरील चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

नगन-७
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Print Date 21-01-2019 02:14:38

DEED OF DECLARATION
IN
FROM 'A'

IN THE CITY OF NAGPUR, Tahsil and District – Nagpur **M/s RUDRA REAL ESTATE**, A Partnership firm, duly registered under the Partnership Act, having its registration No. 2186/NGP, and registered office at 52, west High Court Road, Laxminagar, Nagpur, through its Partner **1) SHRI DHANANJAY VASANT SAKHARKAR,** Aged 55 Yrs, Occupation – Business, R/o 52, west High Court Road, Laxminagar, Nagpur, **2) SHRI SATISH S/o MANOHARSINGH BAIS, Aged 56 Yrs,** Occupation – Business, R/o Plot No. 210, N.I.T Layout, Trimurti Nagar, Nagpur – 440022 through **Power of Attorney Holder ACECON VENTURES PAN – ABDFA7779G**, A Partnership Firm having its Office at 102, Goverdhan Complex, Manish Nagar, Nagpur – 440034 represented through its Partners **1) SHRI PREM S/o TOPANDAS JHAMNANI**, Aged about 40 yrs, Occupation – Business, R/o 228, Tulsi Nagar, Nagpur, **PAN – AHEPJ9274G 2) SMT JANVI W/o PREM JHAMNANI**, Aged about 38 - Yrs, Occupation – Business, R/o 228, Tulsi Nagar, Nagpur **PAN – AHVPJ5323M**, Adhar No. 293639397108, (As per the Deed of Reconstitution of Partnership (Admission and Retirement) dated 30/11/2018) the hereinafter referred to as the GRANTOR, who are fully empowered and qualified to execute this DEED do hereby state:



FIRST:

THAT Originally the below mentioned property belonged to the Shri. Harish Bajirao Borkar who had Purchased the same from Shri Mahadeo Pisaram Meshram, by Sale Deed Dated 27/05/1970, which is duly registered in the Office of the Sub-Registrar, Nagpur in Book No.1 at Sr No. 3066 on even date.

THAT the aforesaid Shri. Harish Bajirao Borkar lateron decided to develop the aforesaid property comprising Kh No. 25 into a Residential Estate by carving out various Plots of different sizes therein.

THAT accordingly by an Agreement of Development dated 18/03/2004 he has entrusted the entire work of development of the said property comprising 2.00 Acres out of Kh. No. 25 (Northern side) of Mouza- Besa to Shri. Nitin Bhavarilal Chhajed and Shri. Nilesh Krishnakumar Karia, upon the several terms and conditions contained therein.

THAT the said Shri. Harish Bajirao Borkar has also executed an Irrevocable General Power of Attorney in respect of the aforesaid property in favour of Shri. Nitin Bhavarilal Chhajed and Shri. Nilesh Krishnakumar Karia on 18/03/2004 and the same is also duly registered at the Office of the sub-Registrar, Nagpur Rural, in Book No. 4 at Sr. No. 1715 on even date.

THAT the Urban Land (Ceiling and Regulation) Act, 1976 having come into force w.e.f 17/02/1976 the said Shri. Harish Bajirao Borkar through his Power of Attorney Holder Shri. Nitin Bhavarilal Chhajed and Shri. Nilesh Krishnakumar Karia had filed a Statement/Return Under Section 6(i) of the said Act before the Additional Collector AND Competent Authority, U.L.C., Nagpur and on completion of his enquiry, the said authority vide its Order passed in ULC Case No. 195/2005 Dated 01/09/2005 declared 1500 Sq. Mtrs. of land out of the aforesaid Kh No. 25 of Mouza BESA as a Retainable land and the remaining land of 6600 Sq. Mtrs as a Surplus vacant land within the meaning of the said Act.

THAT the said Shri. Harish Bajirao Borkar through his power of Attorney Holder Shri. Nitin Bhavarilal Chhajed and Shri. Nilesh Krishankumar Karia lateron applied for exemption to the aforesaid surplus vacant land containing by admeasurements 6600 Sq. Mtrs.

THAT considering the application of the said Shri. Harish Bajirao Borkar through his Power of Attorney Holder Shri. Nitin Bhavarilal Chhajed and Shri. Nilesh Krishnakumar Karia, the Government of Maharashtra through Competent Authority, (U.LC), Nagpur vide his order Dated 30/09/2006 passed in case No.



ATP/ULC/TD(563)/Besa /2005/241 exempted the said surplus vacant land Under section 20(1)(a) of the Urban Land (Ceiling and Regulation) Act, 1976 (33 of 1976) for providing Plots and/or Construction of Tenements thereon in accordance with the Special Dispensation issued by The Government Resolution, Housing and Special Assistance Department, Mantralaya, Mumbai in Resolution No. CSC/ULC/1091/S(3977)/D-III Dated 15/01/1992 upon the several terms and conditions contained therein.

THAT the aforesaid entire land bearing Kh No. 25 of Mouza - Besa is converted for Non-Agricultural (Residential) Use by the Collector, Nagpur vide his order Dated 02/02/2005 passed in Revenue Case No. 335/NAP-34/2005-2006.

THAT the aforesaid Shri. Harish Bajirao Borkar through his power of Attorney Holder Shri. Nitin Bhavarlal Chhajed and Shri. Nilesh Krishnakumar Karia prepared a plan of the layout for the said Kh No. 25 consisting of various plots of different sizes therein and the said layout is duly sanctioned and approved by the Asst. Director, Town Planning, Nagpur vide Permit No. Akrushi/Mouza-Besa/S.N. 25/Sasanag/1499 Dated 22/03/2007.

THAT the aforesaid Shri. Harish Bajirao Borkar alongwith Shri. Nitin Bhavarlal Chhajed and Shri. Nilesh Krishnakumar Karia lateron transferred All that piece and parcel of Retainable Land bearing **Plot no. R-1 out of the sanctioned layout containing** admeasuring about 1499.9996 Sq.Mtr. (i.e 16145.996 Sq.ft) being a portion of the entire land bearing Kh. No. 25, of **MOUZA – BESA,** P.S.K. No. 25, Tahsil and District – Nagpur in favour of **M/s RUDRA REAL ESTATE** through its Partner **1. SHRI DHANANJAY VASANT SAKHARKAR, 2. SHRI SATISH S/o MANOHARSINGH BAIS** by a Sale Deed dated 28/03/2007 at Sr. No. 1364/2007 before the Sub-registrar No. 10, Nagpur.

THAT the said Plot No. R-1 is released by the Assistant Engineer (Metro), Nagpur Improvement Trust, Nagpur vide his Letter No. AE-(M-1)/1059/Metro dated 17/05/2018. As per Release Letter the area of Plot No. R-1 is 1499.9996 Sq. Mtrs.

THAT M/s RUDRA REAL ESTATE through its Partners **1. SHRI DHANANJAY VASANT SAKHARKAR, 2. SHRI SATISH S/o MANOHARSINGH BAIS** lateron decided to develop the said plot of land into a Residential Estate by constructing a flat scheme thereon. And accordingly by an Agreement To Development dated 06/01/2018 at Sr. No. 100/2018 before the Sub-registrar No. 7, Nagpur they have entrusted the entire work of Development of the said land to **ACECON VENTURES**, A Partnership Firm represented through its Partners 1) Shri. Prem Jhamnani 2) Shri. Pawan Hemchand Sangani, 3.



Shri Jay Kishor Bhimjayani 4. Shri. Tarpit Padmakar Mahajan upon several terms and conditions contained therein. Also the said Owners had appointed ACECON VENTURES as their Power of Attorney Holder dated 06/01/2018 at Sr. No. 101/2018 before the Sub-registrar No. 7, Nagpur. However by virtue of Deed of reconstitution of Partnership (Admission and Retirement) dated 30/12/2018 the aforesaid Acecon Ventures has only 2 Partners i.e Shri Prem Topandas Jhamnani and Smt Jenvi Prem Jhamnani and all other partners have retired from the Firm.

The aforesaid property is bounded as under:

On the East	....	12.00 Mtrs Wide Road
On the West	....	Plot No. 5 to 8
On the North	....	7.50 Mtrs Wide Road
On the South	....	Southern Portion of 1 Acre Land of Kh No. 25

That the Grantor has submitted **Plot no. R-1** admeasuring about 1499.9996 Sq.Mtr. (i.e 16145.996 Sq.ft) being a portion of the entire land bearing Kh. No. 25, of **MOUZA – BESA,** P.S.K. No. 25, Tahsil – Nagpur Gramin, and District – Nagpur to the provisions of the Maharashtra Apartment Ownership Act, 1970.

SECOND:

THAT the Grantor has himself started the construction of a Multistoried Building on the parcel of land described above, to be known and styled as **"ANGEL'S PARAMOUNT"** according to the Plan attached hereto as EXHIBIT-A which is approved and duly sanctioned by NAGPUR METROPOLITAN REGION DEVELOPMENT AUTHORITY vide its Building Permit No. BE.(NMRDA)/SOUTH/NAGPUR (Rural)/No. MB-NG-12018033142/2018033150/1629 dated 09/01/2019.

THAT the Postal Address of the Building is as follows:
"ANGEL'S PARAMOUNT"
PLOT NO. R-1
KH. NO. 25
MOUZA-BESA
NAGPUR

THIRD:

THAT the said Multistoried building to be known and styled as **"ANGEL'S PARAMOUNT"** consists of Six Floors. There is Parking on Ground Floor, Six Flats on First Floor, Six Flats on Second Floor, Six Flats on Third floor, Six Flats on Fourth Floor, Six Flats on Fifth Floor and Two Flats on Sixth Floor. Therefore in all there are 32 Flats. The upper Floors are capable of individual utilization on account of having their common



ext to common areas and facilities of the building and the Apartments will be sold to one or more Owners, each Owner obtaining a particular and exclusive property right thereto and each Apartment 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 an Undivided interest in the General Common Areas and Facilities of the Building as listed hereinafter in this Deed necessary for their adequate use and beneficial enjoyment and hereinafter referred to as :"General Common Areas and facilities" all of the above in accordance with The Maharashtra Apartment Ownership Act, 1970.

FORTH:

THAT the said Multistoried building shall be known and styled as **"ANGEL'S PARAMOUNT"** and the total Built-up area of all the building as specified follows:

Total Plot Area	:	1499.99 Sq. mtrs.
Total residential Built up area in all Floor	:	2099.472 Sq. mtrs.

FIFTH:

THAT THIS Condominium shall be known as **"ANGEL'S PARAMOUNT"** and the Family Units and Common Areas and facilities of the Building are as follows:

FAMILY UNITS ON FIRST, SECOND, THIRD, FOURTH, FIFTH & SIXTH FLOOR.

1. GROUND FLOOR	**: There are Parking**
2. FIRST FLOOR	: There are 6 Apartments.
2. SECOND FLOOR	: There are 6 Apartments.
3. THIRD FLOOR	: There are 6 Apartments.
4. FOURTH FLOOR	: There are 6 Apartments.
5. FIFTH FLOOR.	: There are 6 Apartments.
6. SIXTH FLOOR	: There are 2 Apartments.

THE BUILDING BOUNDED AS UNDER:

On the East	...	12.00 Mtrs Wide Road
On the West	...	Plot No. 5 to 8
On the North	...	7.50 Mtrs Wide Road
On the South	...	Southern Portion of 1 Acre Land of Kh No. 25

Each Family Unit is described herein below. The measurement of family unit includes all the outside walls and 1 ½ of the block partition and the proportionate built up area which comes to super built up area Dimension of the each Shop/family units are as follows.

M/s RUDRA REAL ESTATE
ANGEL'S PARAMOUNT
AREA STATEMENT

Sr. No	Appartment No.	Carpet Area	Built up Area	Open Balcony	Terrace Area	Common Area	Parking Share	Land Share
		Sq Mtr	Sq Mtr	Sq Mtr	Sq Mtr	Sq Mtr	Sq Mtr	%
1	101	48.484	54.590	9.275	5.131	10.23	11.693	3.087
2	102	47.886	53.430	9.059	0	10.23	11.536	3.032
3	103	47.886	54.040	14.689	8.412	10.23	11.618	3.061
4	104	48.484	54.590	9.796	7.785	10.23	11.693	3.087
5	105	47.886	53.430	3.710	5.131	10.23	11.536	3.032
6	106	47.886	54.040	9.158	16.675	10.23	11.618	3.061
7	201	48.484	54.590	9.275	8.5	10.23	11.693	3.087
8	202	47.886	53.430	9.059	5.131	10.23	11.536	3.032
9	203	47.886	54.040	14.886	4.875	10.23	11.618	3.061
10	204	48.484	54.590	9.974	5.131	10.23	11.693	3.087
11	205	47.886	53.430	3.532	8.263	10.23	11.536	3.032
12	206	47.886	54.040	9.537	5.223	10.23	11.618	3.061
13	301	48.484	54.590	9.275	5.131	10.23	11.693	3.087
14	302	47.886	53.430	9.059	0	10.23	11.536	3.032
15	303	47.886	54.040	14.689	8.412	10.23	11.618	3.061
16	304	48.484	54.590	9.796	7.785	10.23	11.693	3.087
17	305	47.886	53.430	3.710	5.131	10.23	11.536	3.032
18	306	47.886	54.040	9.158	16.675	10.23	11.618	3.061
19	401	48.484	54.590	9.275	8.5	10.23	11.693	3.087
20	402	47.886	53.430	9.059	5.131	10.23	11.536	3.032
21	403	47.886	54.040	14.886	4.875	10.23	11.618	3.061
22	404	48.484	54.590	9.974	5.131	10.23	11.693	3.087
23	405	47.886	53.430	3.532	8.263	10.23	11.536	3.032
24	406	47.886	54.040	9.537	5.223	10.23	11.618	3.061
25	501	48.484	54.590	9.275	5.131	10.23	11.693	3.087
26	502	47.886	53.430	9.059	0	10.23	11.536	3.032
27	503	47.886	54.040	14.689	8.412	10.23	11.618	3.061
28	504	48.484	54.590	9.796	7.785	10.23	11.693	3.087
29	505	47.886	53.430	3.710	5.131	10.23	11.536	3.032
30	506	47.886	54.040	9.158	16.675	10.23	11.618	3.061
31	601	48.484	55.214	9.974	5.132	31.087	19.060	4.111
32	602	47.886	54.565	9.537	5.223	31.087	18.972	4.080
			1730.379	299.098	214.003	369.074		100.000

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COMMON AREAS AND FACILITIES:

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

b. Open Parking facility on the Ground floor front(restricted) and back side.

c. Common passage leading to the Stair Way.

d. Compound wall on all four sides.

e. The following facilities are located throughout the building as shown below:

i. Sump with electric Motor and Pump.
ii. A Bore Well with Electric Motor and Pump.
iii. One Corporation water connection.
iv. Plumbing network throughout the Building.
v. Electric wiring network throughout the Building.
vi. Necessary light and public water connections.
vii. Two overhead Water Tanks.
viii. The foundations and main Walls, columns, girders, beams and roofs of the Building as described in the Plan which forms part of this DEED as EXHIBIT-A hereof.
ix. And in general all apparatus and installations existing for common use.

SIXTH:

(A) THAT the right, title and interest of each Owner of a family unit in the General Common areas and facilities listed under letters (a) to (e) sub-Paragraph 2 of Para FIFTH 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 Apartment Owners of **"ANGEL'S PARAMOUNT"** shall be as follows:

(B) THAT the proportionate representation for voting purposes as provided in (A) here of may be limited in accordance with the provisions of Bye-laws attached hereto as EXHIBIT-B.

(C) APARTMENTS and the percentage of Undivided interest in the Common areas and Facilities appertaining to the Apartment are not encumbered in any manner whatsoever on the date of this Declaration.



(D) THAT the aforesaid map shall be submitted for revised sanctioning and in such event the proportionate undivided share in land will be reduced and this will be accepted to all the flat owners.

SEVENTH:

THAT the administration of **"ANGEL'S PARAMOUNT"** consisting as aforesaid of the Building and parcel of land described in Paragraph FIRST, FIFTH of this deed of shall be in accordance with the provisions of this Deed and with the provisions of the Bye-laws which are made a part of this Deed and are attached hereto as 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 all Floors are conveyed or may be conveyed and registered as individual properties capable of independent use on account of each having it's own exit to a common area and facility of the building, each family unit owner having an exclusive and particular, title and interest over his respective family unit and in addition, the specified undivided interest in the Common Areas and facilities.

NINTH:

THAT for the purposes of the Stamp Duty and Registration Fees to be imposed on the registration of this Deed in the Registered of Declaration and Deed of Apartment Under Section 13(5), the value of **"ANGEL'S PARAMOUNT"** is described as follows:

(A) The Parcel of land described in Paragraph FIRST hereof is valued at Rs. 3,05,56,000/- (Rupees Three Crore Five Lakh Fifty Six Thousand Only).

(B) The value of **"ANGEL'S PARAMOUNT"** shall be evaluated after completion of the scheme.

TENTH:

THAT 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 the Exhibit –A and B attached hereto, and the Grantor 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 **"ANGEL'S PARAMOUNT"**.

ELEVENTH:

THAT the General common Areas and Facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

TWELFTH:

THAT the Percentage of the Undivided interest in the General common Areas and Facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment to this Deed duly registered. (Also the aforesaid map is likely to get revised in future and in such case there shall be proportionate reduction in undivided share in land)

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.

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 ground for an action to recover sums due for damages or for injunctive relief.

FIFTEENTH:

THAT the dedication of the property to the Plan of Apartment Ownership herein, shall not be revoked or the property removed from the plan of apartment Ownership or any of the provisions herein amended unless all of the apartment owners and the mortgages of all the mortgages covering the units unanimously agree to such revocation or amendment or removal of the property from the Plan by duly registered document/instrument.



SIXTEENTH:

THAT no apartment Owner of a family unit may exempt himself from liability for his 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 family unit.

SEVENTEENTH:

THAT the sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge no such family unit prior to all other charges except only (1) charge, if any on the family unit for payment of Government or Municipal Tax or both (2) 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 mere acquisition or rental of any of the family units of the building or the mere act of occupancy of any of the said units shall 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 Apartment Owners thereof for transient or hotel purposes, which shall be defined as (1) Rental compensation or compensation for any period less that 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 on leave and license or caretaker basis provided that said lessees or leave and license or care-taker basis in this declaration and further subject to the bye-law in EXHIBIT-B attached hereto.

NINETEENTH:

THAT if the property, subject to the plan of the Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership act, 1970.

TWENTIETH:

THAT where a family unit is sold by a mortgagee in exercise of his powers of sale under an English Mortgage or by a court in execution of decree in a suit brought by



the mortgagee against the owner of such family unit, then neither the mortgagee nor the purchaser who derives title to the family unit at such sale, of his successors or assigns shall be liable for assessments by the Association which become die prior to the acquisition of title by such acquire, 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.

TWENTY FIRST:

THAT in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the association of apartment owners against the latter for his share of the common expenses up to the time of the grant of conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statements from the manager or Board of Managers of the association, as the case may be, setting forth the amounts of the unpaid assessments against the grantor due to the association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a charge for, any unpaid assessment made by the association of apartment owners against the grantor in excess of the amounts thereon, set forth.

TWENTY SECOND:

THAT the manager or Board Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgage covering family units but without prejudice to the right of the owners of the family units but without prejudice to the right of the owners of a family unit to obtain individual family unit insurance.

TWENTY THIRD:

THAT insurance premium for any blanket insurance coverage shall be common expenses to be paid by monthly assessment levied by the Association of apartment owners, and that such payment shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.



IN WITNESS WHEREOF the GRANTOR named above has hereto set his hand and signed this DEED OF DECLARATION at NAGPUR on this 22nd Day of January, 2019 in presence of the attesting witnesses.

Drafted By – Adv. Ram Joshi

WITNESSES:

1)





M/s RUDRA REAL ESTATE

through its Partner

1. SHRI DHANANJAY VASANT SAKHARKAR

2. SHRI SATISH S/o MANOHARSINGH BAIS

through Power of Attorney Holder

ACECON VENTURES

through its Partners





1) SHRI PREM S/o TOPANDAS JHAMNANI





2) SMT JANVI PREM JHAMNANI

GRANTOR

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98 Ex