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Wednesday,September 05 ,2018
1:12 PM

पावती

Original/Duplicate
नोंदणी क्र. :39म
Regn.:39M

पावती क्र.: 9146 दिनांक: 05/09/2018

गावाचे नाव: अंकरपूर
दस्तऐवजाचा अनुक्रमांक: नयन7-8060-2018
दस्तऐवजाचा प्रकार : प्रतिज्ञापत्र
सादर करणाऱ्याचे नाव: मे ओम शिवा बिल्डकॉन प्रायवेट लि तर्फे संचालक श्री रविंद्र किसनराव बडगमे तर्फे कुलमुखत्यार देणार श्री. दुर्गराज हिरामण डोरले ..

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

आपणास मूळ दस्त ,सवलत बिट,सूची-२ अंदाजे 1:13 PM ला मिळेल.

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

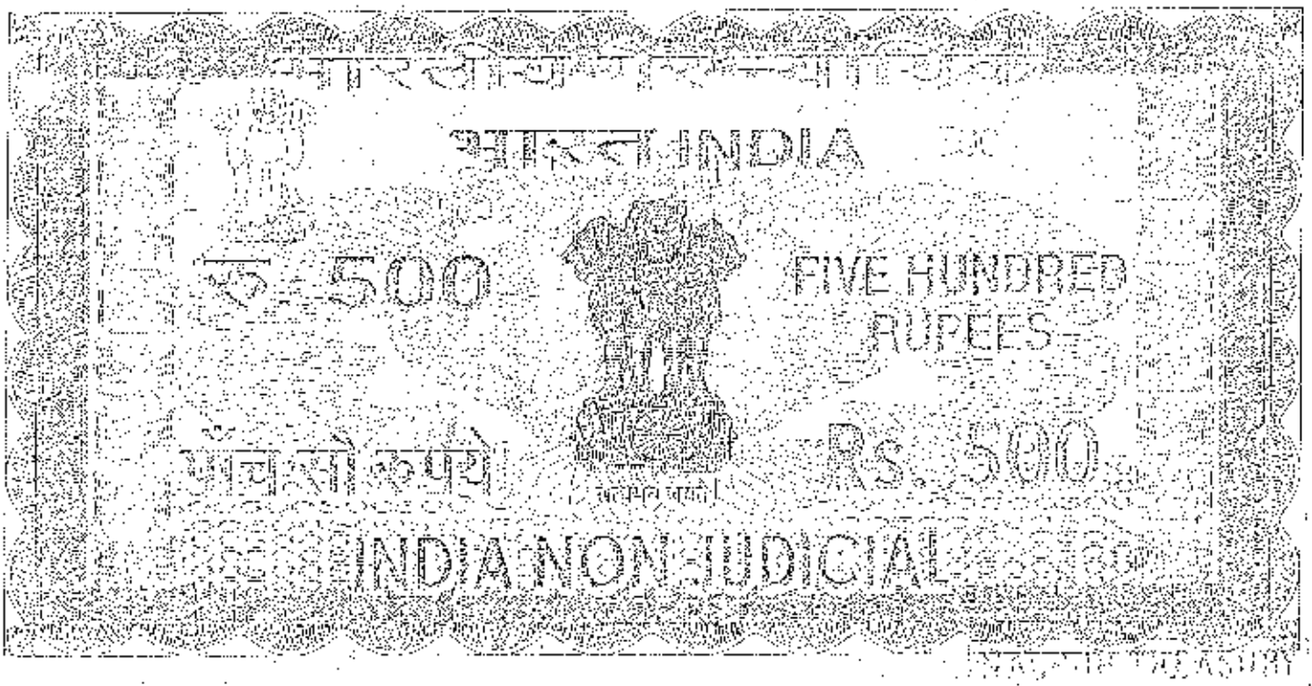
बाजार मुल्य: रु.1 /-
मोबदला: रु.0/-
भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-
2) देयकाचा प्रकार: By Cash रक्कम: रु 1280/-

FEE PAID

N

9/5/2018



महाराष्ट्र MAHARASHTRA © 2017 ©

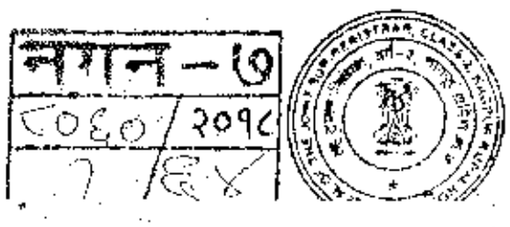
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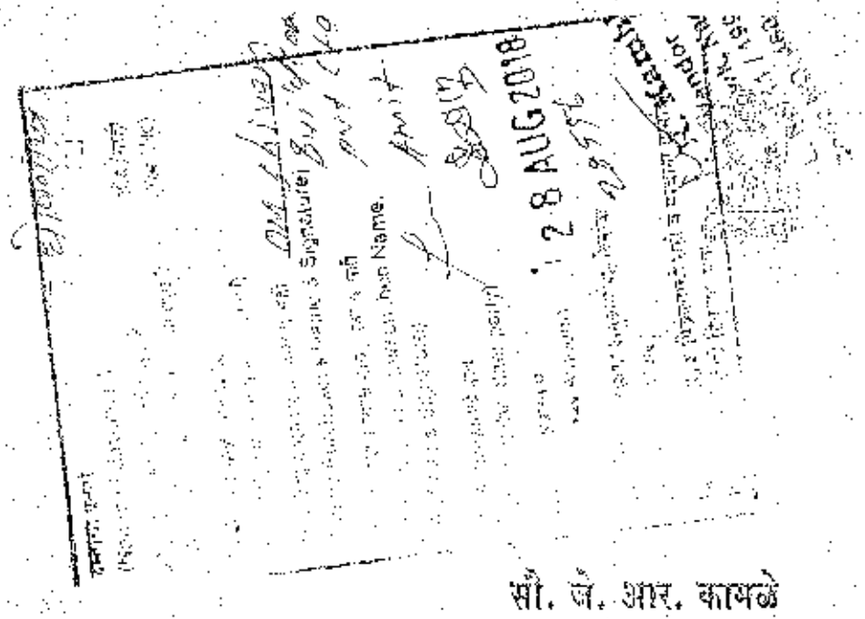
DEED OF DECLARATION

IN

FORM 'A'

IN THE CITY OF NAGPUR, Tahsil and District – Nagpur WE, M/s. **OM SHIVAM BUILDCON PRIVATE LIMITED**, a Company duly incorporated under the Companies Act, 1956, bearing Incorporation Certificate No. U 45200 MH 2004 PTC149476, having its Office at 203-204, "Gokul Keshav Apartments", 3rd Floor, Khamla Road, Deonagar, Nagpur, Pin Code No. 440015 , (INCOME TAX PAN AAACO7165P) and acting through its Director **SHRI RAVINDRA S/o KISANRAO KAPSE**, Aged 50 Years, Occupation – Business, Resident of Plot No. 182-A, Pandey Layout, Khamla, Nagpur, Pin Code No. 440015, Tahsil and District – NAGPUR, hereinafter referred to as the **GRANTOR**, who is fully empowered and qualified to execute this DEED do hereby state.





सौ. जे. आर. कामळे
मुद्रांक विक्रेता
खामला रोड, नागपूर.
ला. नं. ११/१९९६
दि. 28 AUG 2018

रसीद पावती

रसीद पावती देण्यात येते की, श्री/श्रीमती Shivaji Rajaram Gaikwad यांनी खालील माहितीप्रमाणे रुपये 500/- फक्त जनरल स्टॅम्प खरेदी केलेले आहे. करिता रसीद पावती देत आहे.

अनु. क्रमांक	दिनांक	स्टॅम्पची किंमत	क्रमांक
28556	28 AUG 2018	500	

वरील मुद्रांक कागद मी कोषागार, कार्यालय नागपुर मध्ये खरेदी केलेले असून ते खरे आहेत. करिता प्रमाणपत्र देण्यात आहे.

नागपूर 28 AUG 2018
दिनांक :

मुद्रांक विक्रेता
Stamp Vendor
Khamla Chowk, Nagpur
L. No. 11/1996
Code NO. 4601046

स्टॅम्प विक्रेता

FIRST : That the GRANTOR owns the following land bearing Plot No. 2 out of the sanctioned layout, containing by total admeasurements 1684.986 Sq. Mtrs. (i.e. 18137.1893 Sq. Ft.) being a portion of the entire land bearing Khasra No. 69/2 of Mouza – SHANKARPUR, P. H. No. 42, situated at Village – Shankarpur within the limits of the Grampanchayat – Shankarpur in Tahsil – Nagpur (Rural) and District – NAGPUR which is fully described as follows :-

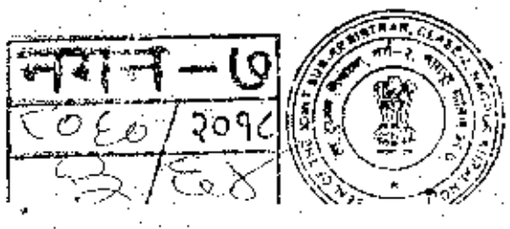
THAT ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 69 having an total area of 3.46 Hectare R., Rental Rs. 9.53/- held in Occupancy Class - 1 Rights of Mouza – SHANKARPUR, P. H. No. 42, situated at Village Shankarpur within the limits of the Grampanchayat Vela in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to (1) Shri. Gunderao Nagorao Mahalle, (2) Shri Vinayak Nagorao Mahalle, (3) Shri. Umesh Nagorao Mahalle, (4) Smt. Bebibai Narayanrao Kalbande, (5) Smt. Janabai Raoji Akhand, (6) Mrs. Shobha Tulshiramji Mahure, (7) Smt. Shantabai Nagorao Mahalle, being their ancestral property.

THAT Smt. Bebibai Narayanrao Kalbande executed a General Power of Attorney on 06.12.2000 in favour of Shri. Moreshwar Deorao Kadu and the said General Power of Attorney is duly registered in the Office of the Joint Sub-Registrar Nagpur-1 in Addl. Book No. A1 Volume No. 123 on Pages 56 to 61 at Registered Serial No. 1291 (P) on 06.12.2000.

THAT Shri Gunderao Nagorao Mahalle lateron executed a General Power of Attorney on 08.12.2000 in favour of Shri. Moreshwar Deorao Kadu and the said General Power of Attorney is duly registered in the Office of the Joint Sub-Registrar Nagpur-1 in Addl. Book No. A4 Volume No. 123 on Pages 87 to 89 at Registered Serial No. 1308 (P) on 08.12.2000.

THAT (1) Shri. Vinayak Nagorao Mahalle, (2) Shri. Umesh Nagorao Mahalle, (3) Smt. Janabai Raoji Akhand, (4) Mrs. Shobha Tulshiramji Mahure, (5) Smt. Shantabai Nagorao Mahalle lateron jointly executed a General Power of Attorney on 05.12.2000 in favour of Shri. Moreshwar Deorao Kadu and the said General Power of Attorney is duly registered in the Office of the Joint Sub-Registrar Nagpur-1 in Addl. Book No. A4 Volume No. 123 on Pages 39 to 42 at Registered Serial No. 1285 (P) on 05.12.2000.

THAT (1) Shri. Gunderao Nagorao Mahalle, (2) Shri. Vinayak Nagorao Mahalle, (3) Shri. Umesh Nagorao Mahalle, (4) Smt. Bebibai Narayanrao Kalbande, (5) Smt. Janabai Raoji Akhand, (6) Mrs. Shobha Tulshiramji Mahure, (7) Smt. Shantabai Nagorao Mahalle acting through their Attorney Holder Shri. Moreshwar Deorao Kadu lateron transferred/sold their property comprising ALL THAT Piece and Parcel of Agricultural land admeasuring 0.81 Hectare R. (i.e. 2.00 Acres) being a EASTERN PORTION of the entire land bearing Khasra No. 69 having an total area of 3.46 Hectare R., Rental Rs. 9.53/- held in Occupancy Class - 1 Rights of Mouza – SHANKARPUR, P.



H. No. 42, situated at Village Shankarpur within the limits of the Grampanchayat Vela in Tahsil – Nagpur (Rural) and District – NAGPUR by way of sale to M/s Ashray Developers, by a Sale Deed dated 28.06.2002, which is duly registered in the Office of the Joint Sub-Registrar Nagpur (Rural)-10 in Book No. 1 at Registered Serial No. 2499/2002 on 29.06.2002.

THAT in the like manner (1) Shri. Gunderao Nagorao Mahalle, (2) Shri Vinayak Nagorao Mahalle, (3) Shri. Umesh Nagorao Mahalle, (4) Smt. Bebibai Narayanrao Kalbande, (5) Smt. Janabai Raoji Akhand, (6) Mrs. Shobha Tulshiramji Mahure, (7) Smt. Shantabai Nagorao Mahalle acting through their Attorney Holder Shri Moreshwar Deorao Kadu lateron transferred/sold their property comprising ALL THAT Piece and Parcel of Agricultural land admeasuring 0.81 Hectare R. (i.e. 2.00 Acres) being a WESTERN PORTION of the entire land bearing Khasra No. 69 having an total area of 3.46 Hectare R., Rental Rs. 9.63/- held in Occupancy Class - 1 Rights of Mouza – SHANKARPUR, P. H. No. 42, situated at Village Shankarpur within the limits of the Grampanchayat Vela in Tahsil – Nagpur (Rural) and District – NAGPUR by way of sale to M/s Ashray Developers, by a Sale Deed dated 08.07.2002, which is duly registered in the Office of the Joint Sub-Registrar Nagpur (Rural)-10 in Book No. 1 at Registered Serial No. 2597/2002 on 08.07.2002 and The aforesaid EASTERN AND WESTERN PORTIONS lateron renumbered as a Khasra Number 69/2 having an total admeasuring 1.62 Hectare R. (i.e. 4.00 Acres).

THAT the aforesaid M/s Ashray Developers, lateron prepared a layout of the said Kh.No. 69/2 by carving out various Plots of different sizes therein. And accordingly they prepared a layout of the said land by carving out various plots of different sizes therein and the said layout is duly sanctioned by the Assistant Director, Town Planning, Nagpur vide its Letter No. ससनाग / 1687 Dated 26.05.2009 of Mouza – SHANKARPUR.

THAT the M/s Ashray Developers, lateron applied for conversion of the said land for Non-Agricultural use. Considering it's request the Collector, Nagpur lateron vide its Order Dated 16.10.2009 passed in Revenue Case No. 8/NAP-34/2009-2010 converted the said Kh. No. 69/2 of Mouza – SHANKARPUR.

THAT lateron M/s Ashray Developers transferred Plot Nos. 11, 12, 22, 23, 24, 25, 35, 36, 62 to various Purchasers and lateron further repurchase the said Plot of land as a result therefore becomes absolute owner of aforesaid Plot Numbers.

THAT lateron M/s Ashray Developers also transferred Plot Nos. 28 to Shri Kishor Gaikwad who lateron further transferred the said Plot of land to Purushottam Mahadeo Ghonge and Jija Purushottam Ghonge.

THAT lateron M/s Ashray Developers also transferred Plot Nos. 28A to Shri Suresh Baliram Chaudhari who lateron further transferred the said Plot of land to Nitin Wasudeo Devikar.

THAT the aforesaid M/s Ashray Developers and the Grantor hereinabove named lateron jointly prepared a revised layout of the said Kh.No. 69/2 by carving out various Plots of different sizes therein. And accordingly they have prepared a layout of the said land by carving out various plots of different sizes therein by consolidating old plots and the said layout is duly sanctioned by the Hon'ble Chairman NIT, Dated 20.02.2016 of Mouza – SHANKARPUR.

THAT, M/s. Ashray Developers acting through its Partner Shri. Deepak Baburaoji Chafle lateron transferred/sold the property comprising ALL THAT Piece and Parcel of land bearing New plot No 02 (Old Plot Nos. 11, 12, 22, 23, 24, 25, 35, 36 Total 8 Plots) out of the sanctioned Layout, containing by total admeasurements 1487.48 Sq. Mtrs. (i.e. 16011.23 Sq. Ft.) being a portion of the entire land bearing Khasra No. 69/2 of Mouza – SHANKARPUR, P. H. No. 42, including all easementary rights appurtenant and belonging thereto, situated at Village Shankarpur, within the limits of the Grampanchayat Vela in Tahsil – Nagpur (Rural) and District – NAGPUR by way of sale to M/s. Om Shivam Buildcon Private Limited acting through its Director Shri. Ravindra S/o Kisanrao Kapse, the Grantor hereinabove named, by a Sale Deed Dated 07.06.2018, which is duly Registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 4359/2018 on 07.06.2018.

THAT lateron M/s. Om Shivam Buildcon Private Limited, the Grantor hereinabove named purchased plot of land admeasuring 105.06 Sq Mtrs (Old Plot No.28) being a undivided portion of new Plot No.02 from Mr. Purushottam Mahadeorao Ghonge and Mrs. Jija Prushottam Ghonge by a sale deed dated 11.04.2018 which is duly Registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 2655/2018 on 11.04.2018. and the said Sale deed was duly sign and consented by M/s Ashray Developers

THAT in the like manner M/s. Om Shivam Buildcon Private Limited, the Grantor hereinabove named purchased plot of land admeasuring 94.04 Sq Mtrs (Old Plot No.28A) being a undivided portion of new Plot No.02 from Mr. Nitin Wasudeo Devikar by a sale deed dated 11.04.2018 which is duly Registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 2656/2018 on 11.04.2018. and the said Sale deed was duly sign and consented by M/s Ashray Developers.

THAT as a result thereforc M/s. Om Shivam Buildcon Private Limited, the Grantor hereinabove named has now become the absolute Owner of the Plot No.02

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admeasuring 1684.986 Sq Mtrs. with heritable and transferable rights therein and the same is also accordingly mutated in it's name in all relevant records.

THAT, the aforesaid property bearing Plot No. 2 is bounded as under:

On the East	-	Plot No 01
On the West	-	Seasonal Drain Nalla,
On the North	-	open space,
On the South	-	Amenity Space

THAT the Grantor has submitted the said entire land described above containing by admeasurement 1684.986 Sq. Mtrs., to the provisions of the Maharashtra Apartment Ownership Act. 1970.

SECOND : That the Grantor has started the construction on the said Piece of land described above of a Multistoreyed Buildings known as **"GERANIUM"** and the entire complex to be collectively known and styled as "**SHIV-ELITE**" according to the Plan attached hereto as EXHIBIT – A, which is duly sanctioned and approved by the Building Engineer NMRDA Nagpur vide its Building Permit No. BE(NMRDA)/SOUTH/NAGPUR(RURAL)/NO.MB-0004/2018040399/1144/1 Dated 01/09/2018 Dispatch Date 04/09/2018 and which is made a part hereof.

That the grantor hereby declare that it has applied for 04 (Four) additional floors includes 24 Apartments and the said Building map is likely to revised in near future, hence after obtaining revised sanction map from development authority this Deed of Declaration shall be corrected.

The Postal Address of the Building is as Follows:-

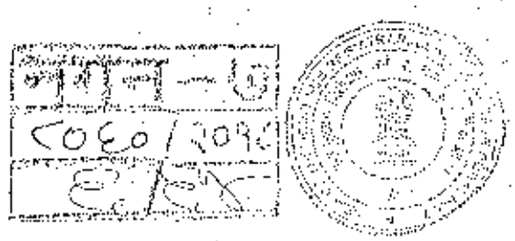
"GERANIUM"

PLOT No. 02 - "SHIV-ELITE"

Plot No. 2, Shankarpur, Tahsil - Nagpur (Rural) and District - NAGPUR

NAGPUR – (M.S.).

THIRD : THAT the said Complex consisting of a Multistoried buildings known as **"GERANIUM"** and the entire complex to be collectively known and styled as "**SHIV-ELITE**" consists of Ground Floor and Five Upper Floors. There are 6 (Six) Apartments each on FIRST, SECOND, THIRD, FOURTH and FIFTH FLOOR. Thus there are in all 30 (THIRTY) independent and self contained separate Apartments in the said Building. All these Apartments shall be strictly used and utilized for Residential Purposes only. The Upper Floors are capable of individual utilization on account of having their common exit to common/restricted areas and facilities of the Buildings 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/Restricted Area as Facilities of the Building(s) as listed hereinafter in this Deed necessary for their adequate use and beneficial enjoyment and hereinafter referred to as "General Common/Restricted Areas and Facilities" all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

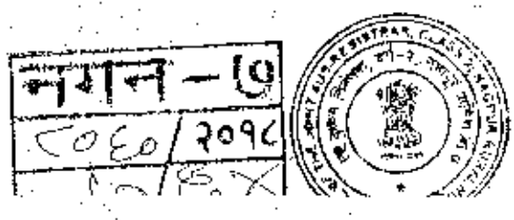
FOURTH : THAT the said Multistoried Buildings has a total Plinth Area of 546.705 Sq. Mtrs. total Built-up area of all the floors is 2169.776 Sq. Mtrs. and an open land area of 1620.271 Sq. Mtrs. and as per sanctioned plan, which constitutes General Common areas and facilities including the land constitating Exclusive area for Apartment Owners in the said complex

FIFTH : THAT this Condominium shall be consisting of a Multistoried buildings known as "**GERANIUM**" and the entire complex to be collectively known and styled as "**SHIV-ELITE**" and the family units and the Common / Restricted Areas and Facilities of the Buildings are as follows:-

(1) FAMILY UNITS ON FIRST, SECOND, THIRD, FOURTH AND FIFTH FLOORS:-

The entire Ground Floor is covered parking area. There are 6 (Six) Apartments each on FIRST, SECOND, THIRD, FOURTH and FIFTH FLOOR. Thus there are in all 30 (THIRTY) independent and self contained separate Apartments in the said Building. The Family Units (Apartment) on First Floor are numbered as 101, 102, 103, 104, 105 and 106. The Family Units (Apartment) on Second Floor are numbered as 201, 202, 203, 204, 205 and 206. The Family Units (Apartment) on Third Floor are numbered as 301, 302, 303, 304, 305 and 306. The Family Units (Apartment) on Fourth Floor are numbered as 401, 402, 403, 404, 405 and 406. The Family Units (Apartment) on Fifth Floor are numbered as 501, 502, 503, 504, 505 and 506. The Family Units are described herein below. The measures of a family unit include all the outside walls and ½ (One-half) of the Block Partition Walls. Each Family unit is a rectangular shaped Apartment. The Family Units on First floor has an access to the Common area land and the main door of the family units on the upper floors have an access to the Corridor of the respective floor. That all the following Apartments are numbered in clock wise direction starting from North-West corner on each floor

The details of the aforesaid Apartments in buildings known as "**GERANIUM**" and the entire complex to be collectively known and styled as "**SHIV-ELITE**" its Numbers, Floor, Carpet Area, Built-up area and Undivided share in land etc. are more specifically described and shown in the following chart



Sr. No.	Flat No.	Floor	Carpet area in Sq. Mtrs.	Net Built-up area in Sq. Mtrs.	Terrace area in Sq. Mtrs.	Net Total Super Built-up area in Sq. Mtrs.	Undivided share in land (%)
1	101	First	60.54	64.351	--	93.220	1.870
2	102	First	57.45	62.690	--	91.250	1.827
3	103	First	60.518	64.295	--	93.114	1.868
4	104	First	60.518	64.295	--	93.114	1.868
5	105	First	57.455	62.116	--	90.676	1.812
6	106	First	60.54	64.193	--	93.062	1.866
7	201	Second	60.54	64.351	--	93.220	1.870
8	202	Second	57.45	62.690	--	91.250	1.827
9	203	Second	60.518	64.295	--	93.114	1.868
10	204	Second	60.518	64.295	--	93.114	1.868
11	205	Second	57.455	62.116	--	90.676	1.812
12	206	Second	60.54	64.193	--	93.062	1.866
13	301	Third	60.54	64.351	--	93.220	1.870
14	302	Third	57.45	62.690	--	91.250	1.827
15	303	Third	60.518	64.295	--	93.114	1.868
16	304	Third	60.518	64.295	--	93.114	1.868
17	305	Third	57.455	62.116	--	90.676	1.812
18	306	Third	60.54	64.193	--	93.062	1.866
19	401	Fourth	60.54	64.351	--	93.220	1.870
20	402	Fourth	57.45	62.690	--	91.250	1.827
21	403	Fourth	60.518	64.295	--	93.114	1.868
22	404	Fourth	60.518	64.295	--	93.114	1.868
23	405	Fourth	57.455	62.116	--	90.676	1.812
24	406	Fourth	60.54	64.193	--	93.062	1.866
25	501	Fifth	60.54	64.351	--	93.220	1.870
26	502	Fifth	57.45	62.690	--	91.250	1.827
27	503	Fifth	60.518	64.295	--	93.114	1.868
28	504	Fifth	60.518	64.295	--	93.114	1.868
29	505	Fifth	57.455	62.116	--	90.676	1.812
30	506	Fifth	60.54	64.193	--	93.062	1.866

Total 55.555%

That the Grantor has allotted 55.555% land share to the existing sanction apartments and retained 44.444%land share for the apartments proposed to be sanction.

Boundaries of the aforesaid Family Units ("**GERANIUM**" and the entire complex to be collectively known and styled as "**SHIV-ELITE**") are as under :-

Sr. No.	Flat No.	Floor	East	West	North	South
1	101	First	Open	Flat No. 102	Flat No. 106	Open
2	102	First	Flat No. 101	Flat No. 103	Flat No. 105	Open
3	103	First	Flat No. 102	Open	Flat No. 104	Open
4	104	First	Flat No. 105	Open	Open	Flat No. 103
5	105	First	Flat No. 106	Flat No. 104	Open	Flat No. 102
6	106	First	Open	Flat No. 105	Open	Flat No. 101
7	201	Second	Open	Flat No. 202	Flat No. 206	Open
8	202	Second	Flat No. 201	Flat No. 203	Flat No. 205	Open
9	203	Second	Flat No. 202	Open	Flat No. 204	Open
10	204	Second	Flat No. 205	Open	Open	Flat No. 203
11	205	Second	Flat No. 206	Flat No. 204	Open	Flat No. 202
12	206	Second	Open	Flat No. 205	Open	Flat No. 201
13	301	Third	Open	Flat No. 302	Flat No. 306	Open
14	302	Third	Flat No. 301	Flat No. 303	Flat No. 305	Open
15	303	Third	Flat No. 302	Open	Flat No. 304	Open
16	304	Third	Flat No. 305	Open	Open	Flat No. 303
17	305	Third	Flat No. 306	Flat No. 304	Open	Flat No. 302
18	306	Third	Open	Flat No. 305	Open	Flat No. 301
19	401	Fourth	Open	Flat No. 402	Flat No. 406	Open
20	402	Fourth	Flat No. 401	Flat No. 403	Flat No. 405	Open
21	403	Fourth	Flat No. 402	Open	Flat No. 404	Open
22	404	Fourth	Flat No. 405	Open	Open	Flat No. 403
23	405	Fourth	Flat No. 406	Flat No. 404	Open	Flat No. 402
24	406	Fourth	Open	Flat No. 405	Open	Flat No. 401
25	501	Fifth	Open	Flat No. 502	Flat No. 506	Open
26	502	Fifth	Flat No. 501	Flat No. 503	Flat No. 505	Open
27	503	Fifth	Flat No. 502	Open	Flat No. 504	Open
28	504	Fifth	Flat No. 505	Open	Open	Flat No. 503
29	505	Fifth	Flat No. 506	Flat No. 504	Open	Flat No. 502
30	506	Fifth	Open	Flat No. 505	Open	Flat No. 501

(2) COMMON AREAS AND FACILITIES :

a) The parcel of land described in paragraph FIRST of this Deed. (Excluding the restricted area described hereinabove).

b) Stilt Parking Facility and uncovered parking facility on available open land is provided separately to the said Building.

c) Common passage leading to the Stair Ways.

नवरंग - ७
१०६० / २०१८

d) Compound wall on all 3 (Three) sides 1 (ONE) Gate to the entire project Shiv Elite is provided to the aforesaid Buildings for ingress and egress of Apartment Owners.

e) The following facilities located throughout all the building.

i) 02 (Two) Staircase is provided to the said Building. and one fire escape stair case

ii) 02 (Two) Sump on ground floor with Electric Motor and Pump for each Block.

iii) A Well /Bore well with Electric Motor and Pump.

iv) Plumbing net work, throughout the building.

v) Electric wiring network throughout the building.

vi) Necessary lights and public water connections.

vii) 02 (Two) Overhead Water Tank having capacity of 25000Ltrs

viii) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plan which forms a part of this Deed as Exhibit-A hereof.

ix) 02 (Two) Lifts having the capacity of 06 passengers with Back-up arrangement is provided.

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

(f) Amenities provided to the entire scheme to be collectively known and styled as "SHIV-ELITE" as under:-

GREEN ZONES

- Landscaped Garden
- Central Garden
- Exclusive Club house with lounge and Party Lawn
- Senior Citizen area
- Exotic native tree plantation

HEALTH & FITNESS

- Jogging track with Yoga / Meditation space
- Ultra modern state-of-the-art Gymnasium

SPORTS

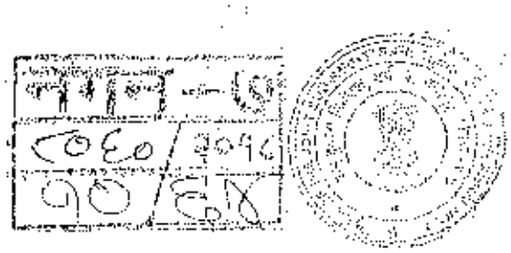
- Table tennis
- Snooker & Pool tables
- Swimming pool with water fall

SECURITY & SAFETY

- Single compound wall all around the campus
- Round-the-clock security & surveillance
- Intercom facility Building to Building
- Fire fighting system

ENTERTAINMENT

- Cafeteria
- Play area for kids



CONVENIENCE

- 24 x 7 ambulance service

VALUE ADDITION

- Power back-up for lifts & common areas
- High-speed elevators
- Rain water harvesting system
- Guest room

OTHERS

- Temple with garden
- Water fountain
- Internal concrete roads / Pevar Block
- Attractive grand entry
- Gate with security cabin

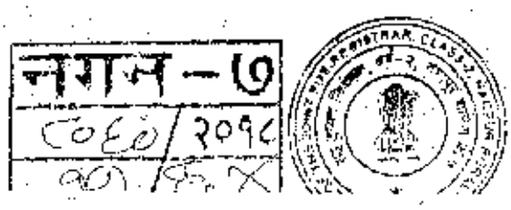
SIXTH (A) : THAT the right, title and interest of each Owner of a Family Unit in the General Common/Restricted Areas and Facilities listed under letters (a) to (c) of Sub-paragraph (2) of Para FIFTH and their proportionate shares in the profits and common expenses in the said General Common/Restricted areas and facilities for voting purposes in the meeting of the Association of Apartment Owners of buildings **"GERANIUM"** and the entire complex to be collectively known and styled as **"SHIV-ELITE"** shall be as described in the above mentioned chart.

(B) THAT the proportionate representation for voting purposes as 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 the percentage of undivided interest in the common / restricted areas and facilities appertaining to the Apartments are not encumbered in any manner whatsoever on the date of this Declaration.

SEVENTH : THAT the administration of the buildings **"GERANIUM"** and the entire complex to be collectively known and styled as **"SHIV-ELITE"** consisting as aforesaid of the Buildings and parcel of the land described in paragraphs FIRST and FIFTH of this Deed shall be in accordance with the provisions of this Deed and with the provisions of the Bye-laws which are made part of this Deed and area 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 Upper floors 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/restricted areas and facilities of the building, such 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/Restricted areas and facilities.

NINTH : THAT for the purposes of Stamp Duty 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 buildings **"GERANIUM"** and the entire complex to be collectively known and styled as **"SHIV-ELITE"** is distributed as follows :

The cost of aforesaid Multistoried building shall be ascertained after its completion.

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 of 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 assurance against latent defects in the building or other rights assigned to the Association by reason of the establishment of **"GERANIUM"** and the entire complex to be collectively known and styled as **"SHIV-ELITE"** .

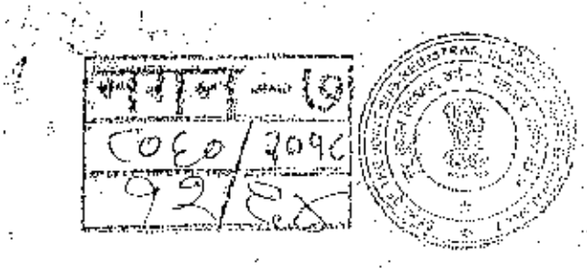
ELEVENTH : THAT the General Common/restricted Areas and Facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

TWELVETH : THAT the percentage of the Undivided interest in the General Common / restricted Areas and Facilities established herein shall be changed if revised map is sanctioned by the development Authority and after registration of Sale Deeds in favour of the prospective apartment owners it can be change 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/restricted Areas and Facilities shall not be separated from the Family Unit to which is 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 grounds 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.

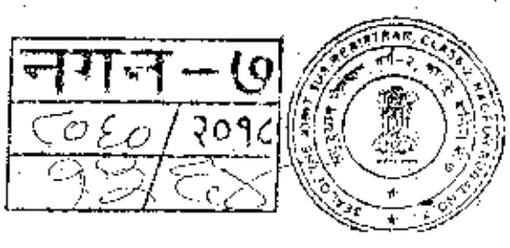
SIXTEENTH : THAT no Apartment Owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the General Common / Restricted Areas and Facilities or by the abandonment of his family unit.

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 family unit prior to all other charges except only (1) charges, if any on the family unit for payment or Government or Municipal Taxes or both and (2) all sum paid 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 the Deed and that the 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 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 gust services other than the foregoing obligations, the Apartment Owners of the respective family unit shall have the absolute right to leases such unit or give it on leave and license or caretaker basis provided that the said leases or leave and license or care-taker basis in this Declaration and further subject to the by laws in EXHIBIT – B attached hereto.

NINETEENTH : THAT if the property, subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed., the repairs 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 a 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, or his successors or assigns shall be liable for assessments by the Association which become due prior to the acquisition of title to 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.



TWENTY FIRST : THAT in 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 or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee thereof. However, any such grantee shall be entitled to a statement from the Manager or Board of Manages of the Association, as the case my be, setting forth the amount of the unpaid assessments against the Grantor due to the Association and such grantee shall not be liable for, nor shall he family unit conveyed by subject to a charge for, any unpaid assessments made by the Association of Apartment owners against the Grantor in excess of the amount thereon, set forth.

TWENTY SECOND : THAT the Manager or Board of Managers of the Association shall obtain and continue in effect blanket property insurance inform and amounts satisfactory to mortgages covering family units but without prejudice to the right of the owners of a family unit to obtain individual family unit insurance.

TWENTY THIRD : THAT the insurance premium for any blanket insurance coverage shall be a common expenses to be paid by monthly assessments levied by the Association of Apartment owners, and that such payment shall be held in 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 herein above named has here to set his hand and signed this DEED OF DECLARATION at NAGPUR on this 5th day of SEPTEMBER, 2018 in the presence of attesting witnesses signing as such.

WITNESSES :-



(1) _____



(2) _____

FOR M/s. OM SHIVAM BUILDCON PRIVATE LIMITED







(RAVINDRA KISANRAO KAPSE)
Director
GRANTOR

