



2428	2098	24
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DEED OF CORRECTION

TO

DEED OF DECLARATION

THIS DEED OF CORRECTION is made and executed at NAGPUR on this
18th Day of APRIL, 2019, BETWEEN :

1117-8	2468/3098	3/42
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(1) SMT. SITABAI Wd/o GOPALRAO KHADGI aged about 91 years, occupation Household, (2) LATE VISHWESHWAR GOPALRAO KHADGI through his Legal heirs (i) SMT. SATYABHAMABAI VISHWESHWAR KHADGI aged about 62 years, occupation Household, (Aadhar Unique Identity No. 5970 4729 7438), (ii) SHRI. INDRAJEET VISHWESHWAR KHADGI aged about 35 years, occupation Business/Service (Income Tax PAN- BTPPK4419L), (iii) SHRI. SACHIN VISHWESHWAR KHADGI aged about 33 years, occupation Business/Service (Income Tax PAN - BTPPK4420F), (iv) MRS. YOGITA GIRISH PATIL aged about 40 years, occupation Household/Business/Service (Aadhar Unique Identity No. 9676 5186 4310), and (v) MRS. LALITA RAVINDRA DHEKNE aged about 42 years, occupation Household/Business/Service (Aadhar Unique Identity No. 8428 7669 0135) All Residents of Hazaripahad, Nagpur-440007, (3) SHRI. SURESH S/o GOPALRAO KHADGI aged about 59 years, occupation - Business, (4) SHRI. MANOHAR S/o GOPALRAO KHADGI aged about 51 years, occupation - Business, All Residents of Hazaripahad, Nagpur, Tahsil and District - NAGPUR, acting through their duly Constituted Attorney M/S ADITYA DEVELOPERS, acting through its Partner SHRI. A.S. RAMANATHAN S/o A.S. SUBRAMANIAN, aged about 57 years, Occupation Business, (Aadhar No. 4013 4043 6134) R/o Janki Bhavan, Dharampeth, Nagpur-440010, Tahasil & District - NAGPUR, hereinafter referred to as the GRANTORS, which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said GRANTORS, as well as their respective heirs, legal representatives, executors, administrators, successors and assigns.

WHEREAS the Grantors hereinabovenamed have dedicated the property comprising ALL THAT Piece and parcel of land containing by admeasurement 1126.85 Sq. Mtrs. out of Kh. Nos. 53/3 & 53/12 of Mouza - Borgaon, (consisting of about 5019 Sq. Mtrs. out of Kh. No. 53/3 & about 1416 Sq. Mtrs. out of Kh. No. 53/12) including all other easementary rights appurtenant belonging thereto, bearing Corporation House No. 499/A/D, City Survey No. 660/1, Sheet No. 67 of Mouza - Borgaon, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 68 in Tahsil and District - NAGPUR to the provisions of The Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration Under Section 2 thereof on 20-03-2019, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur-4 in Book No.1 at Sr. No. 1863 on even date; AND

WHEREAS due to inadvertence some mistakes have crept-up in the aforesaid Deed of Declaration Dated 20-03-2019 (hereinafter referred to as "Principal Deed") and consequentially therefore it has now become expedient to correct and rectify the same in the following manner.

NOW THEREFORE THIS CORRECTION DEED WITNESSES AS UNDER :-

(1) THAT, the Principal Deed shall be so read and constructed as if :



Contd.

(a) That the Chart appearing on Page Nos. 9/82 to 11/82 of the Principal Deed Dated 20-03-2019 is corrected, rectified, amended and hereafter read as under :-

Sr. No.	Apartment No.	Floor	Carpet area in Sq. Mtrs.	Open Balcony area in Sq. Mtrs.	Enclosed Balcony in Sq. Mtrs.	Alternate Terrace area in Sq. Mtrs.	Undivided share (%)
1	101	FIRST	65.10	19.815	4.692	---	4.34
2	102	FIRST	65.10	19.815	4.692	---	4.34
3	103	FIRST	84.84	25.165	4.224	---	5.66
4	104	FIRST	84.84	25.165	4.224	---	5.66
5	201	SECOND	65.10	12.850	4.692	---	4.34
6	202	SECOND	65.10	12.850	4.692	---	4.34
7	203	SECOND	84.84	17.990	4.224	---	5.66
8	204	SECOND	84.84	17.990	4.224	---	5.66
9	301	THIRD	65.10	10.415	4.692	9.40	4.34
10	302	THIRD	65.10	10.415	4.692	9.40	4.34
11	303	THIRD	84.84	15.355	4.224	---	5.66
12	304	THIRD	84.84	15.355	4.224	---	5.66
13	401	FOURTH	65.10	12.850	4.692	---	4.34
14	402	FOURTH	65.10	12.850	4.692	---	4.34
15	403	FOURTH	84.84	8.180	4.224	9.815	5.66
16	404	FOURTH	84.84	8.180	4.224	9.815	5.66
17	501	FIFTH	65.10	6.055	4.692	9.40	4.34
18	502	FIFTH	65.10	6.055	4.692	9.40	4.34
19	503	FIFTH	84.84	15.355	4.224	---	5.66
20	504	FIFTH	84.84	15.355	4.224	---	5.66

COMMON AREA STATEMENT

COMMON, LOBBY AREA, LIFT, STAIRCASE AREA	202.64
COMMON LOBBY & STAIR AREA	174.00
FIRE STAIRCASE AREA	28.64
COMMON COVERED PARKING AREA	360
TOTAL COMMON AREA	562.64
COMMON AREA % SHARE FOR EACH FLAT	29.09

2) THAT as rectified and modified as aforesaid the Principal Deed shall remain in full force and effect as hereto before.



IN WITNESS WHEREOF the GRANTORS hereinabovenamed have hereto set their respective hands and signed this DEED OF CORRECTION at NAGPUR in presence of the attesting witnesses signing as such on the day, date and year first above written.

Drafted By Adv. Sandeep Shastri.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR 'SAI SANKUL" APARTMENTS ASSOCIATIONS <i>(Signature)</i> (A.S. RAMANATHAN) Partner of M/s ADITYA DEVELOPERS As duly Constituted Attorney for the Grantors <u>GRANTORS</u>

WITNESSES :

(1) Anand Kishore



(2)

(Signature)

(Adv. Sandeep Shastri)





CHALLAN
MTR Form Number-6

GRN	MH013406538201819E	BARCODE			Date	19/03/2019-18:18:56	Form ID	25.1
Department	Inspector General Of Registration				Payer Details			
Type of Payment	Stamp Duty				TAX ID (If Any)			
	Registration Fee				PAN No.(If Applicable)			
Office Name	NGP4_JT NAGPUR NO 4 SUB REGISTRAR				Full Name			
					SMT SITABAI GOPALRAO KHADGI AND OTHERS			
Location	NAGPUR							
Year	2018-2019 One Time				Flat/Block No.			
Account Head Details	Amount In Rs.				Premises/Building			
	100.00				Road/Street			
0030046401 Stamp Duty					MOUZA BORGAON			
0030063301 Registration Fee	100.00				Area/Locality			
					Town/City/District			
					PIN			
					4 4 0 0 1 3			
Remarks (If Any)								
SecondPartyName=SHRI INDRAJEET VISHWESHWAR KHADGI~								
Total	Amount In				Two Hundred Rupees Only			
	200.00				Words			
Payment Details	IDBI BANK				FOR USE IN RECEIVING BANK			
Cheque/DD Details					Bank CIN	Ref. No.	69103332019031916846	207306945
Cheque/DD No.					Bank Date	RBI Date	19/03/2019-18:19:35	Not Verified with RBI
Name of Bank					Bank-Branch	IDBI BANK		
Name of Branch					Scroll No. , Date	Not Verified with Scroll		

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
संदर्भ चलन केवल दृश्यम निबंधक कार्यालयत नोंदणी करणयाच्या दस्त्याखती लागू आहे. नोंदणी न करणयाच्या दस्त्याखती संदर्भ चलन लागू नाही.

Mobile No. : 9373116006

[Handwritten Signature]

नगण-४
१८६३/२०१९
९/८२





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9602	2099
9602	2099



Shamsh

DEED OF DECLARATION

IN

FORM 'A'

IN THE CITY OF NAGPUR, Tahsil and District - NAGPUR, WE,

१८९३-२०१४	२७
३३७६	६
	१२



(1) SMT. SITABAI Wd/o GOPALRAO KHADGI aged about 91 years, occupation Household, (2) LATE VISHWESHWAR GOPALRAO KHADGI through his Legal heirs (i) SMT. SATYABHAMABAI VISHWESHWAR KHADGI aged about 62 years, occupation Household, (Aadhar Unique Identity No. 597047297438), (ii) SHRI. INDRAJEET VISHWESHWAR KHADGI aged about 35 years, occupation Business/Service (Income Tax PAN- BTPPK4419L), (iii) SHRI. SACHIN VISHWESHWAR KHADGI aged about 33 years, occupation Business/Service (Income Tax PAN - BTPPK4420F), (iv) MRS. YOGITA GIRISH PATIL aged about 40 years, occupation Household/Business/Service (Aadhar Unique Identity No. 9676 5186 4310), and (v) MRS. LALITA RAVINDRA DHEKNE aged about 42 years, occupation Household/Business/Service (Aadhar Unique Identity No. 8428 7669 0135) All Residents of Hazaripahad, Nagpur-440007, (3) SHRI. SURESH S/o GOPALRAO KHADGI aged about 59 years, occupation - Business, (4) SHRI. MANOHAR S/o GOPALRAO KHADGI aged about 51 years, occupation - Business, All Residents of Hazaripahad, Nagpur, Tahsil and District - NAGPUR, acting through their duly Constituted Attorney M/S ADITYA DEVELOPERS, acting through its Partner SHRI. A.S. RAMANATHAN S/o A.S. SUBRAMANIAN, aged about 57 years, Occupation Business, (Aadhar No. 4013 4043 6134) R/o Janki Bhavan, Dharampeth, Nagpur-440010, Tahasil & District - NAGPUR, hereinafter all jointly referred to as the GRANTORS, who are fully empowered and qualified to execute this DEED do hereby state.

FIRST: THAT the GRANTORS own the following land situated at Borgaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 68 in Tahsil and District - NAGPUR, which is fully described as follows:-

THAT, the aforesaid Grantor abovenamed are exclusive, absolute and full Owner of the property comprising ALL THAT Piece and parcel of land containing by admeasurement 6435 Sqm. out of Kh. Nos. 53/3 & 53/12 of Mouza - Borgaon, (consisting of about 5019 Sq. Mtrs. out of Kh. No. 53/3 & about 1416 Sq. Mtrs. out of Kh. No. 53/12) including all other easemtnary rights appurtenant belonging thereto, bearing Corporation House No. 499/A/D, City Survey No. 660/1, Sheet No. 67 of Mouza - Borgaon, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 68 in Tahsil and District - NAGPUR.

THAT, firstly, Shri. Gopal S/o Rama Khadgi being the sole owner of the above said Total Plot of Land, during his lifetime, Shri. Gopal S/o Rama Khadgi, had entered into an Agreement with M/s Vinayak Developers, a Partnership Firm acting through its Partners, 1) Shri. Milind Nilkanthrao Shirpurkar, 2) Shri. Manoj Laxmanrao Katarpawar and 3) Shri. Sanket Kiransingh Hada wherein all the above four persons, the legal heirs of Shri. Gopal S/o Rama Khadgi have signed as consenting Party.

THAT the aforesaid Shri. Gopal S/o Rama Khadgi expired on 1-11-1998, leaving behind him, his wife & three sons, namely 1) Smt. Sitabai Wd/o Gopalrao Khadgi, 2)



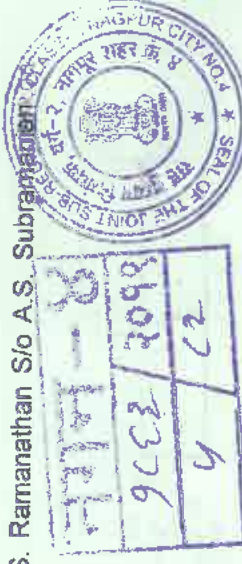
Shri. Vishweswar S/o Gopal Khadgi. 3) Shri. Suresh S/o Gopal Khadgi and 4) Shri. Manohar S/o Gopal Khadgi and being his legal Heirs, became the joint owners of the above said Property. Due to non realization of cheques issued by M/s Vinayak Developers towards the cost consideration as per the above Agreement dt. 18-5-1998 and also getting the knowledge of fraudulent Power of attorney of Shri. Gopal S/o Rama Khadgi, prepared by M/s Vinayak Developers, 1) Smt. Sitabai Wd/o Gopalrao Khadgi, 2) Shri. Vishweswar S/o Gopal Khadgi. 3) Shri. Suresh S/o Gopal Khadgi and 4) Shri. Manohar S/o Gopal Khadgi have filed criminal cases against M/s Vinayak Developers.

THAT, the above said Property being affected under the Urban Land Ceiling Act 1976, the then owners of the above said Total Land got the same exempted and obtained the permission to develop the same U/s 20(2) of the Urban Land Ceiling Act 1976 but due to lack of financial support, want the help of a good developer for the Development of the above said Property/Total Land.

THAT, the said M/s Aditya Developers had approached to the above said Owners of the land with a proposal to develop the above said Property to which the then owners of the land, (1) Smt. Sitabai Wd/o Gopalrao Khadgi, (2) Shri. Vishweswar S/o Gopal Khadgi. (3) Shri. Suresh S/o Gopal Khadgi and (4) Shri. Manohar S/o Gopal Khadgi have agreed and entrusted the work of Development of the above said Property to M/s Aditya Developers :

THAT, during the Process public Notice for Agreement of Development, M/s Vinayak Developers had approached to M/s Aditya Developers and had accepted its inability to fulfill the agreement with Khadgi family and desire to cancel the Agreement Dated 18-5-1998 executed between them and Shri. Gopal Khadgi and hence accordingly a Surrender deed is executed on 30-10-1999 by M/s Vinayak Developers in favour of the above said four owners of the above said Property against the agreed consideration as detailed in this Surrender Deed. As per this Surrender Deed, The Irrevocable Power of Attorney Dated 18-5-1998 in favour of Shri. Laxman Katarpawar and Shri. Kiransingh Hada and other relevant documents stood cancelled affecting the documents do not exists and nullifying all rights of M/s Vinayak Developers on the above said Property and all the transaction done under these documents.

THAT, the aforesaid (1) Smt. Sitabai Wd/o Gopalrao Khadgi, (2) Shri. Vishweswar S/o Gopal Khadgi. (3) Shri. Suresh S/o Gopal Khadgi and (4) Shri. Manohar S/o Gopal Khadgi being now the absolute joint owners of the above said Property, had entered into an Agreement of Development & Construction with M/s Aditya Developers, on 18-11-1999 duly registered bearing Registration Sr. No. 2828 Dated 18-11-1999 of the Office of the Sub-Registrar, Nagpur-4. In continuation of the Development Agreement, to facilitate the smooth development of the above said Property, the above said Owners have also executed an Irrevocable Power of attorney in favour of Shri. Krishnakumar S/o S.K. Swamy and Shri. A.S. Ramanathan S/o A.S. Subramanian.



18-11-1999 duly registered bearing Registration Serial No. 81 Dated 18-11-1999 of the Office of the Sub-Registrar, Nagpur-4.

THAT, as per the above said Development Agreement Dated 18-11-1999, the aforesaid M/s Aditya Developers, have developed the above said Property by carving a Residential lay-out and constructed the houses and Apartments on the above said Property and sold the same to the prospective Purchasers by executing Agreements of Sale and Sale Deeds in their respective favour. The works of development of the total Property are yet to be fully completed.

THAT, the aforesaid Shri. Vishweswar S/o Gopal Khadgi left for heavenly abode on 11-12-2011 intestate, leaving behind him, his wife Smt. Satyabhamabai Vishweshwar Khadgi and three sons (1) Shri. Rupesh Vishweshwar Khadgi (2) Shri. Indrajeet Vishweshwar Khadgi and (3) Shri. Sachin Vishweshwar Khadgi and two daughters namely (1) Mrs. Yogiti Girish Patil and (2) Mrs. Lalita Ravindra Dhekne as his legal heirs who inherited the share of Shri. Vishweswar S/o Gopal Khadgi in the above said Property.

THAT, the aforesaid Shri. Indrajeet Vishweshwar Khadgi had issued a notice under Section 115 to the Nagpur Improvement Trust, a copy of which is given to Shri. Krishnakumar S/o N.K. Swamy and Shri. A.S. Ananthakrishnan S/o A.S. Subramanian, the Partners of M/s Aditya Developers. After going through the contents, M/s Aditya Developers, have realized that there is no reason to issue such notice as they have legally entered into the Agreement of Development & Construction with all the owners of the above said Property and explained the said fact to Shri. Indrajeet Vishweshwar Khadgi which he had fully understood and accepted and hence he had given a Letter Dated 9-2-2018 to the Nagpur Improvement Trust, Nagpur withdrawing all his objections as per the notice 19-11-2014.

THAT the aforesaid Legal heirs of Late Shri. Vishweshwar Khadgi namely (i) Smt. Satyabhamabai Vishweshwar Khadgi (ii) Shri. Indrajeet Vishweshwar Khadgi (iii) Shri. Sachin Vishweshwar Khadgi (iv) Mrs. Yogiti Girish Patil and (v) Mrs. Lalita Ravindra Dhekne have confirm and ratified the contents of the Deed of Development dated 18-11-1999 and also executed a fresh Power of Attorney favouring M/s Aditya Developers through its Partners Shri. A.S. Ramanathan S/o A.S. Subramanian, which is duly registered at the Office of the Joint Sub-Registrar Nagpur-4 in Book No. 1 at Sr. No. 1686 on 22-03-2018.

THAT the Grantors/Developer have completed the construction of the aforesaid Building and obtained Occupancy Certificate from Nagpur Improvement Trust vide No. D.O.(WEST)/OCCU.PERMIT/3062 dated 22-02-2019; AND



The aforesaid property is bounded as under :

ON THE EAST	-	BY 9.00 MTRS. WIDE ROAD
ON THE WEST	-	BY KH. NOS. 53/11
ON THE NORTH	-	BY PLOT NOS. 81 & 82 SWAMY COLONY
ON THE SOUTH	-	BY 18.00 MTRS. WIDE D.P. ROAD

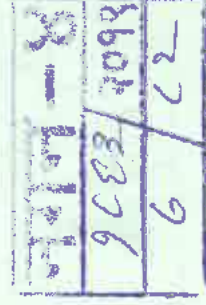
THAT the Grantor has submitted the said plot of land containing by admeasurement 1126.85 Sq. Mtrs. to the provisions of The Maharashtra Apartment Ownership Act, 1970.

SECOND : THAT the Grantor has completed the construction of a Multistoreyed building through M/s Aditya Developers on the parcel of land described above, to be known and styled as "SAI SANKUL" according to the final Plan attached hereto as EXHIBIT - A which is duly sanctioned by the Building Engineer (W), Nagpur Improvement Trust, Nagpur vide his Building Permit No. B.E.(WEST)/Case No. AB-W-7/Tracking No. 2018040643/1476/68 Dated 02-07-2018 and which is made a part hereof. The aforesaid property bears Corporation House No. 499/A/D, City Survey No. 660/1, Sheet No. 67 of Mouza - Borgaon.

The Postal Address of the Building is as Follows :-

"SAI SANKUL"
PLOT NO. D, AAKAR NAGAR,
NEAR FRINDS COLONY, KH. NOS. 53/3 & 53/12
BORGAEON,
NAGPUR-440013 (M.S.)

THIRD : THAT the said Multistoreyed building to be known and styled as "SAI SANKUL" consists of the Ground Floor and Five Upper Floors. The entire Ground Floor Premises is meant for Covered Parking area for the Apartment Owners. There are 4 (Four) Apartments each on the FIRST, SECOND, THIRD, FOURTH and FIFTH FLOOR. Thus there are in all 20 (TWENTY) independent and self contained separate Apartments in the said Building. All the Apartments shall be strictly utilised for Residential Purposes Only. The Upper Floors are capable of individual utilization on account of having their common exit to common/restricted area 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/Restricted 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/Restricted Areas and Facilities all of the above in accordance with The Maharashtra Apartment Ownership Act, 1970.

FOURTH : THAT the said Multistoried Building has a total Plinth Area of 402.33 Sq. Mtrs. (Including Staircase). The total Built-up area of all the Floors is 1594.44 Sq. Mtrs. and an open land of 724.52 Sq. Mtrs. which constitutes the General Common Areas and Facilities.

FIFTH : THAT this Condominium shall be known and styled as "SAI SANKUL" and the family Units and the Common / Restricted Areas and Facilities of the Building are as follows :-

(1) FAMILY UNITS ON GROUND, FIRST, SECOND, THIRD, FOURTH AND FIFTH FLOOR :

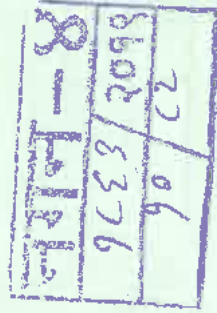
The entire Ground Floor Premises is meant for Parking area. There are 4 (Four) Apartments each on the FIRST, SECOND, THIRD, FOURTH and FIFTH FLOOR. Thus there are in all 20 (TWENTY) independent and self contained separate Apartments in the said Building. The Family Units (Apartments) on First Floor are numbered as 101, 102, 103 & 104. The Family Units (Apartments) on Second Floor are numbered as 201, 202 203 & 204. The Family Units (Apartments) on Third Floor are numbered as 301, 302, 303 & 304. The Family Units (Apartments) on Fourth Floor are numbered as 401, 402, 403 & 404 and the Family Units (Apartments) on Fifth Floor are numbered as 501, 502, 503 & 504. The Apartments are described hereinbelow. The measures of a family units include all the outside walls and $\frac{1}{2}$ (One-Half) of the Block Partition Walls. Each Family Unit is a rectangular shaped Apartment. The Units on Ground Floor have an access to the Common/Restricted 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, the details of Apartments, in each Floors, Built-up areas, Super Built-up areas and Undivided share in Land are specifically described and shown in the following chart.





THIRD FLOOR									
FLAT NO	A	B	C	D	E	F	G	H	I
301 (2 BHK)	63.07	10.415	4.692	15.107	78.18	69.182	84.29	9.40	4.62
302 (2 BHK)	63.07	10.415	4.692	15.107	78.18	69.182	84.29	9.40	4.62
303 (3 BHK)	82.19	15.355	4.224	19.579	101.77	90.262	109.84	0.00	5.41
304 (3 BHK)	82.19	15.355	4.224	19.579	101.77	90.262	109.84	0.00	5.41
FOURTH FLOOR									
FLAT NO	A	B	C	D	E	F	G	H	I
401 (2 BHK)	63.07	12.850	4.692	17.542	80.61	69.182	86.72	0.00	4.27
402 (2 BHK)	63.07	12.850	4.692	17.542	80.61	69.182	86.72	0.00	4.27
403 (3 BHK)	82.19	8.180	4.224	12.404	94.59	90.262	102.67	9.815	5.54
404 (3 BHK)	82.19	8.180	4.224	12.404	94.59	90.262	102.67	9.815	5.54
FLAT NO	CARPET AREA	OPEN BALCONY	ECLOSED BALCONY	TOTAL BALCONY AREA (B + C)	CARPET AREA INCLUDING BALCONY (A + D)	BUILT UP AREA	NET BUILT UP AREA INCLUDING BALCONY (F + D)	TERRACE AREA	LAND SHARE (%)



(2) COMMON AREAS AND FACILITIES :

- a) Covered Parking Facility is provided to the said Building.
- b) Common passage leading to the Stair Ways.
- c) Compound wall on all sides. 2 (TWO) Gates are provided to the said Building for ingress and egress of Apartment Owners.
- d) The following facilities located throughout the building.
 - i) 2 (TWO) Staircase is provided to the said Building.
 - ii) A Bore well with Electric Motor and Pump.
 - iii) A Sump with Electric Motor and Pump.
 - iv) Plumbing net work, throughout the building.
 - v) Electric wiring network throughout the building.
 - vi) Necessary light and public water connections.
 - vii) Water Harvesting
 - viii) 2 (TWO) Concrete Overhead Water Tanks.
 - ix) 2 (TWO) Lifts are provided with 6 Passengers out of 1 (ONE) Lift is Generator Back-up.
 - x) 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.
 - xi) AND in general all apparatus and installations existing for common use.

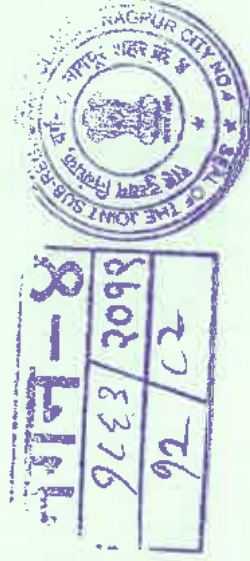
SIXTH: (A) THAT the right, title and interest of each Owner of a Family Unit in the General Common/Restricted Areas and Facilities listed under letters (a) to (d) of Sub-paragraph (2) of Para FIFTH and their proportionate shares in the profits and common expenses in the said General Common/Restricted areas and facilities for voting purposes in the meeting of the Association of Apartment Owners of "SAI SANKUL"

(B) THAT the proportionate 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 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 "SAI SANKUL" 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 provisions of this Deed and with the provisions of the Bye-laws which are made part of 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 Ground and 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 "SAI SANKUL" is distributed as follows :-

- (A) Parcel of land and the Building described in paragraph FIRST hereof is valued as per the book of Accounts.
- (B) The cost of the aforesaid Multistoreyed building shall be evaluated after completion of the said Building.

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 "SAI SANKUL".

ELEVENTH: THAT the General common/restricted 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/restricted Areas and Facilities established herein shall not be changed except with the unanimous consent of all the shop/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 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 grounds for an action to recover sums due for damages or for injunctive relief.

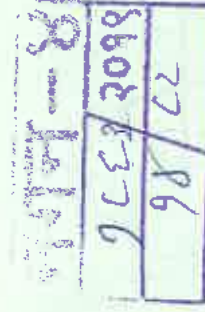
FIFTEENTH: THAT the dedication of the property to the Plan of Apartment Ownership herein shall not be revoked or the property removed from the plan of Apartment Ownership or any of the provisions herein amended unless all of the apartment owners and the mortgages of all the mortgages covering the units 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 of Government or Municipal Taxes or both and (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 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 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 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.

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 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 letter for his share of the common expenses upto 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 may 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.

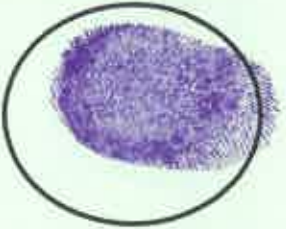
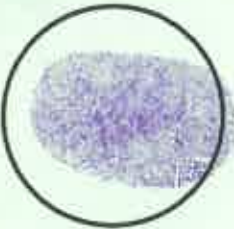
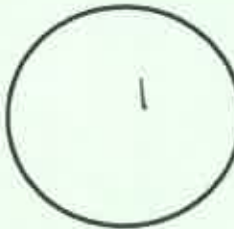
TWENTY SECOND: THAT the Manager or Board of Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering family units but without prejudice to the right of the owners of a family unit to obtain 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 GRANTORS herein above named here to set their hand and signed this DEED OF DECLARATION of NAGPUR on this 20th Day of MARCH, 2019 in the presence of attesting witnesses signing as such.

Witnessed By Adv. Sandeep Shete.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR 'SAI SANKUL' APARTMENTS ASSOCIATIONS <u>A.S. Ramanathan</u> (A.S. RAMANATHAN) Partner of M/s ADITYA DEVELOPERS As duly Constituted Attorney for Grantors <u>GRANTORS</u>
<u>WITNESSES :-</u>			
I			<u>Aswathy Kishore</u> <u>WITNESS NO.1</u>
II			<u>Adv. Sandeep Shete</u> <u>WITNESS NO.2</u>

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१८८२/२०१९
१६/८२

