Friday,September 20 ,2019 नोंदणी क्रं. :39म
1:46 PM Regn.:39M

पावती क्रं.: 5855 दिनांक: 20/09/2019

गावाचे नाव: इंदोरा
दस्तऐवजाचा अनुक्रमांक: नगन3-4608-2019
दस्तऐवजाचा प्रकार : घोषणापत्र
सादर करणाऱ्याचे नाव: श्री जयप्रकाश बळीराम सहजरामानी 0 0

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 780.00
पृष्ठांची संख्या: 39	
एकूण:	रु. 880.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
2:02 PM ह्या वेळेस मिळेल.

NGP3

सह दुय्यम निबंधक, वर्ग-२,
नागपुर शहर क्रं ३.

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

1) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006286066201920E दिनांक: 20/09/2019
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.780/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1809201909085 दिनांक: 20/09/2019
बँकेचे नाव व पत्ता:

GRN	MH006286066201920E	BARCODE		Date	14/09/2019-16:12:16	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	NGP2_JT NAGPUR SUB REGISTRAR	Full Name	jaiprakash sahajramani
Location	NAGPUR		
Year	2019-2020 One Time	Flat/Block No.	3-4
		Premises/Building	
Account Head Details	Amount In Rs.	Road/Street	indora
0030046401 Stamp Duty	500.00	Area/Locality	nagpur
0030063301 Registration Fee	100.00	Town/City/District	
		PIN	4 4 0 0 1 4
		Remarks (If Any)	
		SecondPartyName=jaiprakash sahajramani~	
		Amount In Words	Six Hundred Rupees Only
Total	600.00		

Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02300042019091454019	192579710545
Cheque/DD No.		Bank Date	RBI Date	14/09/2019-16:14:59	Not Verified with RBI
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. , Date		90916 , 16/09/2019	

Department ID : Mobile No. : 9373107039

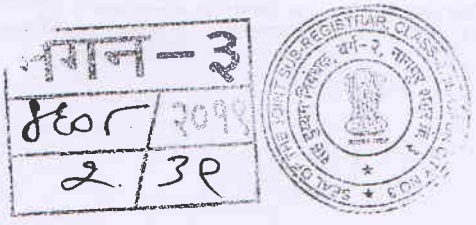
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

नागपूर-3
१४०८ / २०१९
१० / ३९

Print Date 16-09-2019 01:28:21

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1809201909085	**Date**	18/09/2019
Received from jaiprakash sahajramani, Mobile number 9373107039, an amount of Rs.780/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Nagpur 2 of the District Nagpur.			
Payment Details			
Bank Name	MAHB	**Date**	18/09/2019
Bank CIN	10004152019091807609	**REF No.**	006528799
This is computer generated receipt, hence no signature is required.			



DEED OF DECLARATION

AS PER THE PROVISIONS OF

MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970

THIS DEED OF DECLARATION made and executed at Nagpur on This 20th Day of September 2019 BY –

SHRI JAIPRAKASH S/O. BALIRAM SAHAJRAMANI,

[PAN – AERPS5176A]

Aged about 55 years, Occupation – Business,

R/o. 14, Sindhu Nagar, Jaripatka, Nagpur.

(Hereinafter referred to and called as the **"GRANTOR"** which term and expression shall, unless inconsistent to the context or contrary to the meaning thereof, always mean and include the said **"GRANTOR"** as well as his heirs, legal representatives, successors, executors, administrators, assignees etc. **DOES HEREBY STATE AS UNDER –**

FIRST : The GRANTOR is sole and absolute owner of the following land in the City of Nagpur, described as follows –

-: DESCRIPTION OF PROPERTY :-

ALL THAT piece and parcel of land comprising of plot Nos. 3, 4 admeasuring total area of 836.06 Sq. m. out of Khasra No. 34/1, P.H.11, City Survey No. 63, Sheet No. 16, of Mouza – Indora, corresponding to Municipal Corporation House No. 4146/F/3+4, Ward No.57, within limits of Nagpur Municipal Corporation, Tahsil and District – Nagpur. The said plots are bounded as under –

TO THE NORTH	:	LAND
TO THE SOUTH	:	ROAD
TO THE EAST	:	PLOT No. 5
TO THE WEST	:	PLOT No. 2

The GRANTOR purchased said plot from Shri Rajkumar S/o. Gyanchand Advani as per Sale-Deed duly registered in the office of Sub-Registrar – 3, Nagpur bearing serial/registration No. 2651/2012 dated 30/12/2011, accordingly, it has

SECOND: The GRANTOR wants to develop the said land personally into an estate by constructing a multi-storied building consisting of various self-contained units/flats/apartments etc. on the said plots, a building plan is also got sanctioned from Nagpur Improvement Trust for construction, vide building plan/permit No. BE(NORTH)/Case No. AB-12017040325/Tracking case No. 2017040315/1152 dated 30/05/2018 sanctioned in the name of GRANTOR, which is attached hereto as Exhibit 'A' forming part and parcel of this deed. The details of proposed flats, apartments are given hereinafter. The proposed Multi-storied building shall be known and styled as **"SHIV OM ENCLAVE"** Condominium.

The Postal Address of the said building is as under –

"SHIV OM ENCLAVE"

Plot Nos. 3, 4, Sarvodaya Gruh Nirman Society, Opp. Sunrise Convent School, Misal Layout, Mangalwari Bazaar Road, Jaripatka, Nagpur – 440 014.

THIRD: The said building/complex will consist of first, second, third and fourth Floors, while the Ground Floor is meant for common parking and other common facilities etc.. All the floors are capable of individual utilization on account of having their own exit to common area and facilities of the Building.

FOURTH: The GRANTOR has started the construction work of proposed building after sanction of plan duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur as aforesaid reserving rights to revise/re-revise the building plan or design as the circumstances may require. The units/flats/apartments in the said proposed building shall be sold to and owned by one or more owner/s, each will have particular and exclusive property rights thereto, each apartment/flat constituting a heritable and transferable immovable property rights within the meaning of any law for the time being in force in the State of Maharashtra and also individual interest in the general and/or restricted common areas and facilities of the said building as may it be required for adequate use and enjoyment as per

list in accordance with the Maharashtra Apartment Ownership Act, 1970. The GRANTOR further reserves right to allow any units/flats/apartments purchaser or any other person/s to use open space or open terrace of any units/flats/apartments exclusively as herein after contained or otherwise. Each units/flats/apartments so constituting all heritable and transferable rights therein shall be referred as 'Family Unit'

FIFTH: A. The First Floor of the building comprising of 04 Flats/Apartments numbered clockwise starting from southwestern side to southeastern side as follows:

i. Flat/Apartment No. 101 (Southwestern side)
ii. Flat/Apartment No. 102 (Northwestern side)
iii. Flat/Apartment No. 103 (Northeastern side)
iv. Flat/Apartment No. 104 (Southeastern side)

B. The Second Floor of the building comprising of 04 Flats/Apartments numbered clockwise starting from southwestern side to southeastern side as follows:

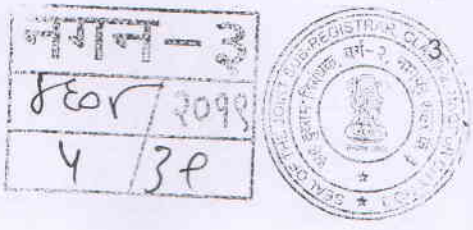
i. Flat/Apartment No. 201 (Southwestern side)
ii. Flat/Apartment No. 202 (Northwestern side)
iii. Flat/Apartment No. 203 (Northeastern side)
iv. Flat/Apartment No. 204 (Southeastern side)

C. The Third Floor of the building comprising of 04 Flats/Apartments numbered clockwise starting from southwestern side to southeastern side as follows:

i. Flat/Apartment No. 301 (Southwestern side)
ii. Flat/Apartment No. 302 (Northwestern side)
iii. Flat/Apartment No. 303 (Northeastern side)
iv. Flat/Apartment No. 304 (Southeastern side)

D. The Fourth Floor of the building comprising of 04 Flats/Apartments numbered clockwise starting from southwestern side to southeastern side as follows:

i. Flat/Apartment No. 401 (Southwestern side)
ii. Flat/Apartment No. 402 (Northwestern side)
iii. Flat/Apartment No. 403 (Northeastern side)
iv. Flat/Apartment No. 404 (Southeastern side)



individual apartment/flat and the opening of front doors in open space/corridor of individual apartment/flat shall be as shown in sanctioned plan subject to such changes and modification as may be deemed fit. The GRANTOR reserves rights to club any two or more apartment/flat as one single unit or divide any of the apartment/s into two or more parts/portions each constituting as separate unit as may be required and in case of any sub divided part/portion of any apartment shall be identified as part/portion A, B of that main apartment. The ground floor portion is meant for common parking purpose for residential flats/apartments and other facilities.

SIXTH: Each apartment/flat will have access to the common facilities of the building and shall have rights relating to respective undivided variable proportionate share in land pertaining to F.S.I. and all common facilities, subject to reservations, made as per this deed or which may be made by the GRANTOR at any time.

SEVENTH: That, the sale of apartment/flat in favour of prospective buyer/s and consideration amount payable shall be as per carpet area as shown in the sanctioned building plan, however, the other additional areas are mentioned only for the purpose of calculation of balcony area, share in common areas, services, other areas etc.

EIGHTH : That the right, title and interest of each owner of the apartment/flat in the general common area and facilities and their proportionate share in the profits and common expenses in the general common area and facilities, built up area as well as the proportionate representation for voting purposes in the meeting of the Association of the Apartment Owners of the "**SHIV OM ENCLAVE**" Condominium is based on the proportionate value of each family unit to the total value of all family units in the percentages as follows –

FLAT NOS.	CARPET AREA	BUILT-UP AREA	BALCONY AREA		TOTAL COMMON AREA		TERRACE AREA	SUPER BUILT-UP AREA	UNDIVIDED LAND SHARE
			OPEN	COVERED	LIFT, STAIR CASE, LOBBY AREA	PARKING AREA			
	(SQM.)	(SQM.)	(SQM.)	(SQM.)	(SQM.)	(SQM.)	(SQM.)	(SQM.)	(%)
FIRST FLOOR									
101	70.994	74.967	5.697	7.647	6.539	25.356	0.000	120.207	6.25

102	70.994	74.967	5.697	7.647	6.539	25.356	0.000	120.207	6.25
103	70.994	74.967	5.697	7.647	6.539	25.356	0.000	120.207	6.25
104	70.994	74.967	5.697	7.647	6.539	25.356	0.000	120.207	6.25
SECOND FLOOR									
201	70.994	74.967	5.697	7.647	6.539	25.356	7.500	127.707	6.25
202	70.994	74.967	5.697	7.647	6.539	25.356	7.500	127.707	6.25
203	70.994	74.967	5.697	7.647	6.539	25.356	7.500	127.707	6.25
204	70.994	74.967	5.697	7.647	6.539	25.356	7.500	127.707	6.25
THIRD FLOOR									
301	70.994	74.967	5.697	7.647	6.539	25.356	7.518	127.725	6.25
302	70.994	74.967	5.697	7.647	6.539	25.356	7.518	127.725	6.25
303	70.994	74.967	5.697	7.647	6.539	25.356	7.518	127.725	6.25
304	70.994	74.967	5.697	7.647	6.539	25.356	7.518	127.725	6.25
FOURTH FLOOR									
401	70.994	74.967	5.697	7.647	6.539	25.356	7.500	127.707	6.25
402	70.994	74.967	5.697	7.647	6.539	25.356	7.500	127.707	6.25
403	70.994	74.967	5.697	7.647	6.539	25.356	7.500	127.707	6.25
404	70.994	74.967	5.697	7.647	6.539	25.356	7.500	127.707	6.25

That the measures of the apartment/flat includes the internal dimensions of all rooms, drawing, dining, kitchen, w.c., bath room, passages, space as well as proportionate undivided share and interest in the stair case, passages, parking and all others common areas and facilities which comes to super built up area against each of the apartment/flat as described above. The carpet area means the net usable floor area of an apartment/flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said apartment/flat but including internal partition walls.

NINETH: COMMON AREAS & FACILITIES AND RESTRICTED AREAS

(i) The Ground floor, excluding the meter room, generator room, other structure etc., if any, is meant for common covered parking for all residential apartment/flat owners from first to fourth floors, however, the GRANTOR shall be free and at liberty to make suitable arrangement of parking space by allotting specific parking area to each of the said apartment/flat.

(ii) The said land/plot shall be common property of all the apartment/flat owners each having appropriate undivided share and interest therein as referred above.

(iii) The staircase/s, lift, passages etc. for approaching apartment/flat shall be common for all apartments.

(iv) Sump/s and Overhead water storage tank/s with pump arrangement and water sources, well, including corporation supply shall be common for all apartment/flat owners.

(v) Electric wiring arrangement throughout the building/s and necessary electric points, equipments in common areas shall be commonly held by all the

(vi) Borewell, Tanks, motor pump, main walls, columns, beams, roofs of the building as shown in the building plan shall be common for all apartment/flat owner/s.

(vii) The foundation and main walls, columns, girders, beams and top roof of the building as described in the plan with founds the part of this deed as exhibit 'A' attached hereto shall be common for all apartment/flat owner/s.

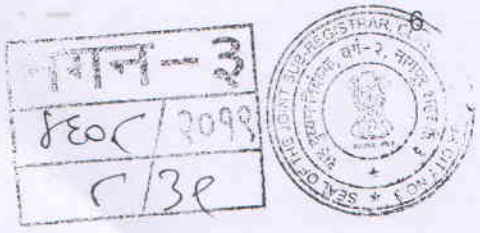
(viii) The terrace (above fourth floor) shall be common terrace for all apartment/flat owner/s. The area of units, apartments, blocks, flats, common services, undivided share, terrace, open space etc., is only approximate which may be somewhat more or less.

(ix) Any other equipments, machinery, assets for common use and beneficial enjoyment by all the apartment/flat owner/s commonly shall be common.

TENTH: Each of the apartment/flat owners shall have right, title and interest in the general common areas and facilities of the building listed in above paras, subject to reservations made here in before or to be made otherwise by the GRANTOR. That each apartment/flat owner has right of vote in meeting of the **SHIV OM ENCLAVE** APARTMENT OWNERS ASSOCIATION and the value of the vote of each apartment/flat owner shall be taken to the one for the purpose of representation in the general as well as in all the meeting of the association. The representation in the all meetings shall be in accordance with the provisions of the bye laws of the association attached herewith as EXHIBIT-'B'.

ELEVENTH: That the administration of the **"SHIV OM ENCLAVE"** Owners Association" consisting of the building described in the para 8 above and the parcel of the land described in para 1 above shall be in accordance with the provisions of this deed and the bye-laws attached herewith as EXHIBIT-'B'.

TWELVETH: That the parcel of land and building consisting of various self-contained apartment/flat as declared and submitted to the plan of Maharashtra Apartment Ownership Act,1970 and the plan of apartment/flat ownership is hereby constituted under and subject to the provision of the said Act, so that the apartment/flat on all the floors may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to the common area and the facilities of the building and each apartment/flat owners will have exclusive and particular rights,

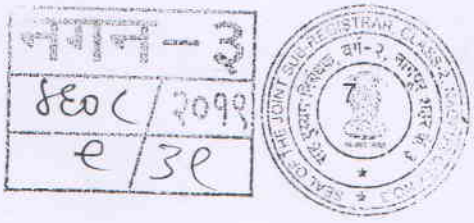


title and interest over his/her apartment/flat in addition to the specified undivided interest in the common area and facilities.

THIRTEENTH That for the purpose of stamp duty and registration fees to be imposed on this deed in the registrar of Deed of Declaration and the Deed of Apartment under section 13(5) of the said Act, upon the value of the **SHIV OM ENCLAVE** CONDIMINIUM is distributed, however, the stamps duty shall be paid upon execution & registration of apartment/flat individually as per law.

FOURTEENTH That the area of apartment/flat as well as area of common areas, undivided share in land is approximate only. The GRANTOR reserves rights to revise the presently sanctioned plan and consume the full F.S.I. as presently available or which may be made available under any scheme and in case of increase in F.S.I., the area of undivided share in land shall stand reduced accordingly. The common facilities shall be at the separate propionate cost of all the flat owners.

FIFTEENTH That each apartment/flat owner shall comply with the provisions of this deed and the provision of the bye laws, decision, resolution of the association of the apartment owners or their representatives and failure to comply with any such provision, decision, or resolution shall be a ground for action to recover the sums as damages and/or relief's of injunction.

SIXTEENTH That dedication of the property to the plan of Maharashtra Apartment Ownership Act, 1970 herein shall not be revoked from the plan of the Apartments Ownership or from any of the provisions herein be amended unless all the apartments owners have unanimously agreed and resolved to such revocation or amendment or removal of the property from the plan of the Apartment Ownership by duly registered Deed or Instrument. However, unless and until the apartment/flat are sold out and sale deeds executed, the GRANTOR, shall be entitled to make any corrections/amendment in this deed.

SEVENTEENTH That the apartment/flat owner shall not exempt himself/herself from the liabilities of his/her share of expenses towards the common maintenance of the building by waiver of use or enjoyment of any general common areas and facilities or by the amendment to his/her apartment/flat.