DEED OF DECLARATION
IN FORM-A
"SHUBH SWAPN RESIDENCY"

IN THE CITY OF NAGPUR, Tahsil and District- Nagpur, **SHRI. ABHAY HARIDAS JINDE, proprietor of Shubh Swapn Builders,** Aged About 54 Years, Occupation – Business, **PAN NO. AALPJ3898G,** Aadhar No. 9763 6995 0157, Office Add. F-13, Swapnshilp Height, In Front of Tajshree Honda, Beltarodi Road, Manish Nagar, Nagpur - 440037. Hereinafter referred to as the "GRANTOR" who is fully empowered and qualified to execute this DEED do hereby state: -

FIRST: That the GRANTOR owns the following land situated at Mouza - Chinchbhuwan, within the limits of N.I.T. and N.M.C., Tahsil and District Nagpur which is fully described as follows: -

All that piece and parcel of the land bearing Plot No. 56 & 57, total admeasuring about 371.5500 Sq. Mtrs. (As per R L Letter), being a part and portion of the entire land bearing Kh. No. 24/1, situated in the layout of Shree Suraj Gruha Samasya Niwaran Sanstha Nagpur, situated at Mouza – Chinchbhuwan, P. H. No. 43, bearing City Survey No. 76, Sheet No. 735/7, bearing Corporation House No. 1504/B/56+57, within the limits of N.I.T. and N.M.C. Ward No. 75, Tahsil and District Nagpur.

WHEREAS, initially All that piece and parcel of the land bearing Plot No. 56 & 57, total admeasuring about 371.609 Sq. Mtrs. (4000 Sq. Ft.), being a part and portion of the entire land bearing Kh. No. 24/1, situated at Mouza – Chinchbhuwan, P. H. No. 43, bearing City Survey No. 76, Sheet No. 735/7, within the limits of N.I.T. and N.M.C. Tahsil and District Nagpur, initially belonged to Shree Suraj Gruha Samasya Niwaran Sanstha Nagpur

AND WHEREAS, thereafter Shree Suraj Gruha Samasya Niwaran Sanstha Nagpur acting through it's Chief Secretary Shri. Manikrao Dayaramji Vaidya sold the said Plot No. 56 & 57 to Smt. Shailaja Shashikant Deo, by virtue of the Sale Deed dt. 01/06/1988, which is duly registered before the Sub-Registrar Office Nagpur at Sr. No. 4118. As such Smt. Shailaja Shashikant Deo became the owner of the said Plot No. 56 & 57.

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AND WHEREAS, It is observed that the said property was under 1900 Lay- Out scheme of N.I.T. under Regularisation Of Unauthorized Construction Of The House/Plot as per Maharashtra Gunthewari Developments Act 2001. And the owner of the said land has paid development charges to N.I.T. And thereafter the N.I.T. has issued Regularisation Letter for Plot No. 56 & 57 in favour of Smt. Shailaja Shashikant Deo, on 20/10/2008.

AND WHEREAS, thereafter Smt. Shailaja Shashikant Deo sold the said Plot No. 56 & 57 to Shri. Abhay Haridas Jinde proprietor of Shubh Swapn Builders, by virtue of the Sale Deed dt. 31/12/2020, which is duly registered before the Sub-Registrar Nagpur at Sr. No. 703, on 25/01/2021. As such Shri. Abhay Haridas Jinde proprietor of Shubh Swapn Builders i.e. Grantor became the owner of the said Plot No. 56 & 57.

That the GRANTOR has now decided to develop the said property the aforesaid Plot No. 56 & 57 in to a residential estate

The aforesaid Plot No. 56 & 57 are bounded as under: -

East	:	Plot No. 55
West	:	Plot No. 58
North	:	Plot No. 44, 45
South	:	9.00 Mtrs. Wide Road

That the GRANTOR has submitted the said entire land described above containing by total admeasuring about 371.5500 Sq. Mtrs., to the provisions The Maharashtra Apartment Ownership Act. 1970.

SECOND: That the GRANTOR has started the construction of a building on all that piece and Parcel of the land described above of a Multistoried Building to be known and styled as "SHUBH SWAPN RESIDENCY" according to the plan attached hereto as Exhibit-A, which is approved and duly sanctioned by N.M.C. vide it's Building Permit dt. 28/07/2021, bearing No. ADTP (Dhantoli Zone) AB-S-MAN-52/Tracking No 202102163/335, and which is made a part hereof.

The Postal Address of the Building is as Follows: -

"SHUBH SWAPN RESIDENCY"
Plot No. 56 & 57, Shree Suraj Gruha Samasya Niwaran Sanstha Nagpur.,
Chinchbhuwan, Nagpur - 441108

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THIRD: That the aforesaid Multistoried Building to be known and styled as "SHUBH SWAPN RESIDENCY" consists of Ground Floor, First Floor, Second Floor, Third Floor Fourth Floor, Fifth Floor and Sixth Floor. There is Parking on Ground Floor. And there are Two Apartments Each on First, Second, Third, Fourth & Fifth Floor. And there is One Apartment on Sixth Floor. Thus there are in all 11 (Eleven) Apartments in the said Multistoried Building. The Upper Floors are capable of individual utilization on account of having their common exit to common/restricted areas and facilities of the building and apartment 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 and also as 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.

FOURTH: That the said Multistoried Building has a total Plinth Area of 150.292 Sq. Mtrs., and there is Open land. Which constitutes the General Common/Restricted Areas and Facilities.

FIFTH: That this Condominium shall be known and styled as "SHUBH SWAPN RESIDENCY" and Apartments and Common/Restricted Areas and Facilities of the Building are as Follows: -

(A) FAMILY UNITS/APARTMENTS ON THE GROUND - FIRST - SECOND - THIRD - FOURTH - FIFTH AND SIXTH FLOOR

There is Parking on Ground Floor. And there are Two Apartments Each on First, Second, Third, Fourth & Fifth Floor. And there is One Apartment on Sixth Floor. Thus there are in all 11 (Eleven) Apartments in the said Multistoried Building. The Apartments on the FIRST FLOOR are numbered as 101 & 102. The Apartments on the SECOND FLOOR are numbered as 201 & 202. The Apartments on the THIRD FLOOR are numbered as 301 & 302. And the Apartments on the Fourth Floor are numbered as 401 & 402. And the Apartments on the Fifth Floor are numbered as 501 & 502. And the Apartment on the Sixth Floor is numbered as 601. The measurement of the family units includes all the outside walls and ½ (One-Half) of the Block Partition Walls. Each Family Unit is a rectangular shaped Apartment. The main doors of the family units on the Upper Floors have an access to the Corridor of the respective floor.

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APARTMENTS/FLATS

Apartment No. and Floor	Carpet Area in Sq. Mtrs.	Built up Area with Enclosed Balcony in Sq. Mtrs.	Open Balcony in Sq. Mtrs.	Built up Area with Enclosed & Open Balcony in Sq. Mtrs.	Premium Area in Sq. Mtrs.	Parking Area in Sq. Mtrs.	Total Built Up area in Sq. Mtrs.	Total Built Up area in Sq. Ft.	Undivided Share in Land %	Open Terrace in Sq. Mtrs.
Ground Floor										
First Floor										
101	60.383	67.484	6.285	73.769	13.392	14.827	101.99	1097.80	7.658	
102	78.580	87.423	13.880	101.303	18.390	20.362	140.06	1507.55	10.517	
Second Floor										
201	60.383	67.484	6.285	73.769	13.392	14.827	101.99	1097.80	7.658	
202	78.580	87.423	13.880	101.303	18.390	20.362	140.06	1507.55	10.517	
Third Floor										
301	60.383	67.484	6.285	73.769	13.392	14.827	101.99	1097.80	7.658	
302	78.580	87.423	13.880	101.303	18.390	20.362	140.06	1507.55	10.517	
Fourth Floor										
401	60.383	67.484	6.285	73.769	13.392	14.827	101.99	1097.80	7.658	
402	78.580	87.423	13.880	101.303	18.390	20.362	140.06	1507.55	10.517	
Fifth Floor										
501	60.383	67.484	6.285	73.769	13.392	14.827	101.99	1097.80	7.658	
502	78.580	87.423	13.880	101.303	18.390	20.362	140.06	1507.55	10.517	
Sixth Floor										
601	69.436	78.191	9.716	87.907	15.959	17.669	121.53	1308.20	9.125	41.872

(B) COMMON AREAS AND FACILITIES

a) The Parcel of the land described in the Paragraph FIRST of this Deed

b) Covered parking facility provided to the said Building.
Uncovered parking provided to the said Building.

c) Common Passage leading to the Stairway.

d) Compound Wall on Three Sides. 3 (Three) M.S. Grill Gates are provided to the said building for ingress and egress of the Units/Apartments Owners.

e) The Following Facilities are Located throughout the Building.

i) Staircase is provided to the said Building.

ii) Bore well with electric Motor and Pump.

iii) A Sump with Electric Motor and Pump.

iv) Electric wiring network throughout the Building.

v) Plumbing net-work throughout the building.

vi) Necessary light and Public Water.

Vii) One Overhead Water Tank with Compartments.

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SEVENTEENTH: That all sums assessed by the association but unpaid for the share of the common expenses chargeable to any family shall constitute a charge on such family unit prior to all other charges except only (1) charge, if any on the family unit for payment of the government or Municipal Tax or both and (2) all Sums unpaid on a first mortgage of the Unit/Apartment

EIGHTEENTH: That the 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 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 care-taker basis by the Apartment Owner thereof for transient or hotel purpose which shall be defined as (1) rental compensation or compensation for any period less then 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 unit shall have the absolute right to leases such unit or give it on leave and license or care-taker basis provided that said leases or leave and license or care-taker basis in the Declaration and future subject to the bye-law in EXHIBI-B attached hereto.

NINETEENTH: That if the property subject to the plan of the apartment ownership is totally or substantially damaged or destroyed the repairs reconstruction or deposition of the property shall be as provided by the Maharashtra Apartment ownership Act, 1970.

TWENTIETH: That where a family Apartment 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 such sale, of his successors or assign shall be liable for assessments by the association which become due prior to the acquisition of title by acquirer, it being understood however, that the above shall not be constructed to prevent the Association of Apartment owners from filing and claiming charges for such assessments and enforcing same as provide 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 letter 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

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from the GRANTOR the amount paid by the grantee thereof. However any such grantee shall be entitled to a statement from the Manager or Board of managers 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 the family unit conveyed be 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 mortgage covering family units but without prejudice to the right of the owners of the family unit to obtain individual family unit insurance.

TWENTY THIRD: That insurance premium for any blanket insurance coverage shall be a common expenses to the 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 became due.

IN WITNESS WHEREOF the GRANTOR named above has hereto set his hands and signed this DEED OF DECLARATION at Nagpur on 03rd day of August 2021 in presence of the Attesting witnesses.

Drafted by Adv Makarand M. Pathak
Mo. No. 9890387594

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Shri. Abhay Haridas Jinde
proprietor of Shubh Swapn Builders
GRANTOR

WITNESSES: -



1. Rmahuk Rmahuk
(Rajesh M. Mahule)





2. Kadulkar
(Baban G. Kadulkar)



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