264/11088
Monday,December 19 ,2022
5:33 PM

पावती

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

पावती क्र.: 20688 दिनांक: 19/12/2022

गावाचे नाव: नारी
दस्तऐवजाचा अनुक्रमांक: नगन1-11088-2022
दस्तऐवजाचा प्रकार : डिक्लरेशन
सादर करणाऱ्याचे नाव: के. डी. आर. बिल्डर्स तर्फे पार्टनर श्री. कुलविंदर सिंग जोगिंदर सिंग ढिल्लन - -

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 800.00
पृष्ठांची संख्या: 40	
एकूण:	रु. 900.00

आपणास मूळ दस्त ,अंबनेल प्रिंट,सूची-२ अंदाजे
5:48 PM ह्या वेळेस मिळेल.

NGP1
सह दुय्यम निबंधक, वर्ग-
शहर क्र. २

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

1) देयकाचा प्रकार: DHC रक्कम: रु.800/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1612202210972 दिनांक: 19/12/2022
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012275380202223E दिनांक: 19/12/2022
बँकेचे नाव व पत्ता:

DELIVERED ORIGINAL DOCUMENT

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CHALLAN

MTR Form Number-6

GRN: MH012275360202223E	BARCODE:	Date: 16/12/2022 13:45:20	Form ID: 25.3

Department: Inspector General Of Registration		Payer Details	
Type of Payment: Stamp Duty / Registration Fee		TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name: NGP1_HQR SUB REGISTRAR NAGPUR 1		Full Name	KDR Builders
Location: NAGPUR			
Year: 2022-2023 One Time		Flat/Block No.	Plot No. 2 (North Part)
Account Head Details	Amount in Rs.	Premises/Building	
0030046401 Stamp Duty	500.00	Road/Street	Mc. Nair
0030063301 Registration Fee	100.00	Area/Locality	Nagpur
		Town/City/District	
		Pin	4 4 0 0 2 6
		Remarks (If Any)	
		SecondPartyName=kdr-	
Total	600.00	Amount In Words	Six Hundred Rupees Only

Payment Details: IDBI BANK		FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103320222121615446	2762627474
Cheque/DD No.		Bank Date	RBI Date	16/12/2022-13:46:26	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. Mobile No. 0000000000

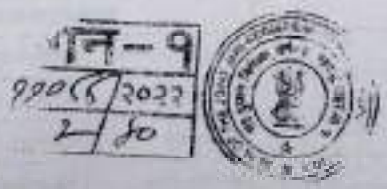
सदर चलन केवल दुय्यम निबंधक कार्यालय नोंदणी करावयाचा दस्तासाठी लागू आहे. नोंदणी न करावयाचा दस्तासाठी सदर चलन लागू नाही.

दि-9 १४८६ २०२२ 7

Page 1/1

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DEED OF DECLARATION
IN FORM "A"
"KDR ROYALE"

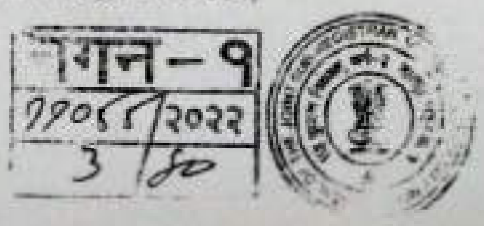
THIS DEED OF DECLARATION is made and executed on this 16th day of December, 2022 at Nagpur;

BY

KDR BUILDERS, a Partnership Firm, (PAN – AAQFK9649D), having its Office at : 72, Zals Compound, Mount Road, Behind Saraf Chambers, Sadar, Nagpur-440001, Acting through its Partners,

1. **SHRI KULVINDER SINGH S/O. JOGINDER SINGH DHILLON,** Aged about: 39 Years, Occupation: Business, **(Aadhaar No. 3088 6613 5464)**, R/o.: Flat No. 206, 3rd Floor, Baba Santosh Ashram, Building No. 8, Saw Mill Area, Near Rawal Saw Mills, Laskaribagh, Nagpur-440017;

2. **SHRI RAJ S/O. GOVERDHAN SAKHARE,** Aged about: 39 Years, Occupation: Business, **(Aadhaar No. 6662 3609 4848)**, R/o.: 72, Zals Compound, Residency Road, Sadar, Nagpur-440001;



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3. **SHRI DIGVIJAYANT S/O. WASUDEO TUMDAM**, Aged about 42 Years, Occupation: Business, **(Aadhaar No. 3739 7675 3695)**, R/o 250, New Colony, Near Mata Temple, Nagpur-440001, hereinafter referred to as the **GRANTOR**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **GRANTOR** as well as their Partners, heirs, legal representatives, successors, executors, administrators, assigns, or anyone acting through or under him, does hereby state:

FIRST: That the **GRANTOR** are absolute owners and in actual physical possession of **ALL THAT** piece and parcel of land bearing **Plot No. 2 (North Part)**, admeasuring **665.599 Sq. Mtr.** in Shende Nagar Layout, being a part of **Khasra No. 151/2**, of **Mouza: Nari**, bearing **City Survey No. 403, Sheet No. 230A/108**, Corporation House No. 2829/A, Ward No. 57, situated at Shende Nagar, Nagpur, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District – Nagpur and the said Plot is bounded as under:

On the East :	Road;
On the West :	Plot No. 3;
On the North :	Road;
On the South:	Plot No. 2 (South Part).

That the **GRANTOR** have purchased the aforesaid property from **Shri Iqbal Singh Prem Singh Dadiala** vide Sale Deed dated 31/12/2020, which was duly registered in the Office of Jt. Sub-Registrar, Nagpur-1, at Serial No. 257/2021 on 11/01/2021.

SECOND: That the **GRANTOR** are constructing on the land described above, a building know and styled as **'KDR ROYALE'** according to the Building Plan attached hereto as **'Exhibit-A'** which is approved and sanctioned by the Building Engineer (North), Nagpur Improvement Trust, vide Building Permit No. B.E(North)/Case No. 325587023 / Tracking No. 20220208111/943, dated 16/11/2022 and which is made a part thereof.

"The Postal Address of the Building is as follows:"

Address: "KDR ROYALE", Plot No. 2 (North), Shende Nagar, Teka Naka, Near Nari Road Metro Station, Nagpur-440026.

THIRD: That the said building will be known and styled as "**KDR ROYALE**" and consists of a **Ground and Six Upper Floors**. The **Ground** Floor will be used for Common Parking and other common purposes. The **Six** Upper Floors consists of **4 (Four)** individual apartment's each on every Floor all for residential purposes. The **Six** Upper Floors are all capable of individual

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utilisation on account of having their own exit to a common 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 and/or restricted common areas and facilities of the building, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as "general and/or restricted common areas and facilities", all of the above in accordance with the Maharashtra Apartment Ownership Act 1970.

FOURTH: That the proposed aforesaid building **"KDR ROYALE"**, has a total Built-up area as per the sanctioned building plan attached hereto as **Exhibit-A**. Area of each apartment has been described in Paragraph Fifth below.

FIFTH: This Condominium shall be known as **"KDR ROYALE"** and that the Family Units and common areas and facilities of the proposed building will be as follows:

1. **FAMILY UNITS:**

A. The **Ground Floor** of the proposed building is provided with common parking space for Residential Apartments / Flats and other common area.

B. There are **6 (Six)** upper floors in the said proposed building and on each floor there are **4 (Four)** independent family units. Thus presently, in all there are **24 (Twenty Four)** independent family units in the said building. The family units on the **First Floor** are numbered as **101, 102, 103 & 104**. The family units on the **Second Floor** are numbered as **201, 202, 203 & 204**. The family units on the **Third Floor** are numbered as **301, 302, 303 & 304**. The family units on the **Fourth Floor** are numbered as **401, 402, 403 & 404**. The family units on the **Fifth Floor** are numbered as **501, 502, 503 & 504**. The family units on the **Sixth Floor** are numbered as **601, 602, 603 & 604**.

THE Carpet Area, Built-up Area, Open Balcony, Common Area, Open Terrace, Parking Area, Super Built-up Area togetherwith % of undivided share and interest of all the Family or Residential Apartments / Flats are mentioned herein in the Area Statement of **"KDR ROYALE"**.

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FLAT / APARTMENT AREA STATEMENT OF "KDR ROYALE"

FLOOR	FLAT NOS.	CARPET AREA	B/UP AREA	OPEN BALCONY	COMMON AREA	OPEN TERRACE	PARKING AREA	SUPER B/UP AREA	SUPER B/UP AREA	% OF LAND SHARE
UNIT		SQ.MT	SQ.MT	SQ.MT	SQ.MT	SQ.MT	SQ.MT	SQ.MT	SQ.FT	
FIRST FLOOR	101	73.986	80.093	10.262	15.433	0.000	15.751	121.539	1308	4.70
FIRST FLOOR	102	56.004	60.604	7.290	11.677	7.180	11.918	98.670	1062	3.82
FIRST FLOOR	103	56.004	60.604	7.290	11.677	7.180	11.918	98.670	1062	3.82
FIRST FLOOR	104	75.763	80.093	10.262	15.433	0.000	15.751	121.539	1308	4.70
SECOND FLOOR	201	73.986	80.093	10.262	15.433	0.000	15.751	121.539	1308	4.70
SECOND FLOOR	202	56.004	60.604	8.694	11.677	0.000	11.918	92.894	1000	3.59
SECOND FLOOR	203	56.004	60.604	8.694	11.677	0.000	11.918	92.894	1000	3.59
SECOND FLOOR	204	75.763	80.093	10.262	15.433	0.000	15.751	121.539	1308	4.70
THIRD FLOOR	301	73.986	80.093	10.262	15.433	0.000	15.751	121.539	1308	4.70
THIRD FLOOR	302	56.004	60.604	8.694	11.677	0.000	11.918	92.894	1000	3.59
THIRD FLOOR	303	56.004	60.604	8.694	11.677	0.000	11.918	92.894	1000	3.59
THIRD FLOOR	304	75.763	80.093	10.262	15.433	0.000	15.751	121.539	1308	4.70
FOURTH FLOOR	401	73.986	80.093	10.262	15.433	0.000	15.751	121.539	1308	4.70
FOURTH FLOOR	402	56.004	60.604	8.694	11.677	0.000	11.918	92.894	1000	3.59
FOURTH FLOOR	403	56.004	60.604	8.694	11.677	0.000	11.918	92.894	1000	3.59
FOURTH FLOOR	404	75.763	80.093	10.262	15.433	0.000	15.751	121.539	1308	4.70
FIFTH FLOOR	501	73.986	80.093	10.262	15.433	0.000	15.751	121.539	1308	4.70
FIFTH FLOOR	502	56.004	60.604	8.694	11.677	0.000	11.918	92.894	1000	3.59
FIFTH FLOOR	503	56.004	60.604	8.694	11.677	0.000	11.918	92.894	1000	3.59
FIFTH FLOOR	504	75.763	80.093	10.262	15.433	0.000	15.751	121.539	1308	4.70
SIXTH FLOOR	601	73.986	80.093	10.262	15.433	0.000	15.751	121.539	1308	4.70
SIXTH FLOOR	602	56.004	60.604	8.694	11.677	0.000	11.918	92.894	1000	3.59
SIXTH FLOOR	603	56.004	60.604	8.694	11.677	0.000	11.918	92.894	1000	3.59
SIXTH FLOOR	604	75.763	80.093	10.262	15.433	0.000	15.751	121.539	1308	4.70
TOTAL		1570.554	1688.364	224.664	325.320	14.360	332.030	2584.738	27823	100.00

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COMMON AREAS AND FACILITIES:-

(a) The parcel of land described above in paragraph First of this deed.

(b) The compound wall and its Iron Gate/s on Ground Floor.

(c) Parking facility on Ground Floor as shown in **Exhibit-A** attached hereto.

(d) Ground Floor area as shown in **Exhibit-A** attached hereto.

(e) The following facilities located throughout the building and as shown in **Exhibit-A** (plan) to this deed.

i. One Elevator.

ii. A stair way referred to in this Deed which leads from the ground floor to the roof of the building.

iii. Overhead water tank located on the terrace of the proposed building.

iv. Plumbing net-work, throughout the building.

v. Electric wiring net-work throughout the building.

vi. Necessary light and public water connections.

vii. Septic Tanks and drainage network.

viii. The foundation and main walls, columns, girders, beams and roofs of the building as described in the plans which form part of this Deed as **Exhibit-A**, hereof.

ix. Tanks, pumps, motors, sump, fans, fire fighting equipment, compressor ducts central air conditioning and heating equipment and in general all apparatus and installation existing for common use.

x. The passage way on the **6 (Six)** Upper Floors of the proposed building, will be a common passage, to be used by all the residents of the building.

(f) The following facilities located in each one of the **6 (Six)** Upper Floors and as shown in **Exhibit-A** (plan) to this deed, are

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restricted common areas and facilities restricted to the family units of each respective floor;

i. A lobby which gives access to the One Elevator, to the family unit, to the corridor and to the stair way.

SIXTH

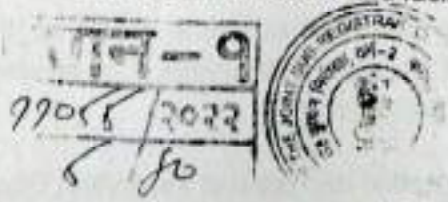
(a) That the right, title and interest of each owner of the family unit in the general common area & facilities listed under letters (a) to (e) of sub-paragraph 2 of Paragraph Fifth and restricted areas & facilities located in the respective floor listed under letters (f) of sub-paragraph 2 of Paragraph Fifth, and their proportionate share in the profits and common expenses, as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of the '**KDR ROYALE**, is based on the undivided proportionate share relatable to the permissible F.S.I. and built up area of the apartment owned by the respective owner.

(b) The proportionate representations for voting purposes as provided in (a) above may be limited in accordance with the provisions of bye-laws attached hereto as **Exhibit-B**.

(c) The Apartment / Apartments and the percentage of undivided interest in the common 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 "**KDR ROYALE**" Condominium consisting of the building and parcel of land described in Paragraphs above of this Deed shall be in accordance with the provisions of this Deed and with the provisions of the by-laws which are made a part of this Deed and are attached hereto as '**Exhibit-B**'.

EIGHTH: That as appears above, a plan of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970, so that the family units on all the Floors may be conveyed and registered as individual properties, capable of independent use, on account of each having its own exit to a common area and facilities of the building, each owner having an exclusive and particular right, title and interest, over his respective family unit/ Apartment, and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.



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NINTH: That for the purposes of stamp duty and registration fees to be imposed on the registration of this Deed in the Register of Declaration and Deeds of Apartment Under Section 13 (5) of the Maharashtra Apartment Ownership Act, 1970, the value of "**KDR ROYALE**" Condominium is distributed as follows:

a) Parcel of land described in Paragraph First hereof is valued at approximately **Rs. 1,21,80,000/-**

b) The cost of the aforesaid Multistoried building shall be evaluated after completion of the said Building.

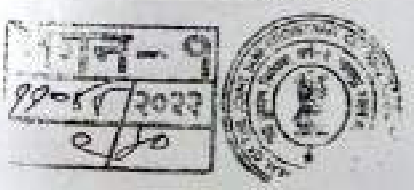
TENTH: That so long as the **GRANTOR** owns one or more of the family units, the **GRANTOR** shall be subject to the provisions of this Deed and of the **Exhibits A & B** attached hereto and the **GRANTOR** covenants to take no action which will adversely affect the rights of the Association of Apartment Owners with respect assurances against latent defects in the building or other rights assigned to the Association by reason of establishment of the "**KDR ROYALE**" Condominium.

ELEVENTH: That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

TWELFTH: That the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed by individual owners themselves, except 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 and/or restricted common areas and facilities shall not be separated from the family unit, to which it appertains, and shall be deemed conveyed or encumbered with the unit, even though such interest is not expressly mentioned or described in the conveyance or other instrument.

FOURTEENTH: That each apartment owner shall comply with the provisions of this Deed, the By-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.



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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 mortgagees 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 instruments

SIXTEENTH That no apartment owner of a family unit may exempt himself or herself from his or her liability for the contribution towards the common expenses by waiver of the use and or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his/her family unit

SEVENTEENTH 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 and such charge shall have priority over to all other charges except (1) charges, if any, on the family unit for payment of Government and/or Municipal Taxes or both, and (2) all sums unpaid on the 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 this building in any manner, are subjected 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 shall signify that the provisions of this Deed, are accepted and ratified by such person or persons. The respective family units 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 (a) rental compensation or compensations for any period less than thirty days or (b) any rental or if the occupants of the family unit are providing 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 lease such unit or give it on leave and license or caretaker basis provided that the said lease or leave and license or caretaker basis is made subject to the covenants and restrictions contained 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, reconstructions, or disposition of the property



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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 a 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/her successor or assigns shall be liable for assessments by the Association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charges for such assessments and enforcing same as provided by law, against the owner of such family unit from whom the same were due, and that such charge or charges shall be subordinate to such mortgage.

TWENTY-FIRST: That in a voluntary conveyance of a family unit, the Grantee of the unit shall be jointly and severally liable with the **GRANTOR** for all unpaid assessments by the Association of Apartment Owners against the latter for his/her 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 Managers of the Association, as the case may be, setting forth the amount of the unpaid assessment against the **GRANTOR** due to the Association and such Grantee shall not be liable for, nor shall the family unit conveyed be subject to charge for, any unpaid assessments made by the Association of the Apartment Owners against the **GRANTOR** in excess of the amount therein, 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 to the owner of the family unit to obtain individual family unit insurance.

TWENTY-THIRD: That the insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Apartment Owners; and that such payment shall be held in separate accounts of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.



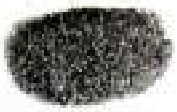
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TWENTY – FOURTH That in case any apartment owner, does not contribute for the common expenses, the facilities, being provided on account of common facilities, to him/her, will be disconnected, till such time he/she, pays the dues to the Association. Any apartment owner will not be entitled to claim exemption from payment of common expenses, on the excuse that he/she is not using or will not use, the said common facility/s.

IN WITNESS WHEREOF the **GRANTOR** has set his hands and signed this Deed of Declaration at Nagpur in the presence of attesting witnesses signing as such on the day and year first above written.

Drafted by Adv. M. G. Sharma



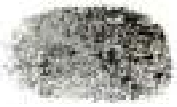


WITNESSES

1.



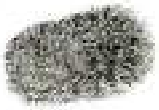
KDR BUILDERS
THROUGH ITS PARTNERS





2.

1. SHRI KULVINDER SINGH S/O. JOGINDER SINGH DHILLON





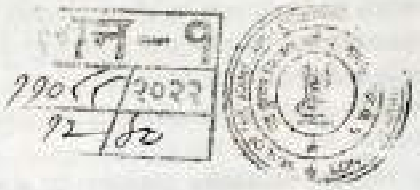


2. SHRI RAJ S/O. GOVERDHAN SAKHARE





3. SHRI DIGVIJAYANT S/O. WASUDEO TUMDAM
(GRANTOR)



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