

FAMILY UNIT (APARTMENT) ON FOURTH FLOOR BEARING NO. 403 AND 404:

This is a Residential Apartment on the First Floor having Built-up area of about 57.286 Sq. Mtrs. The Balcony area of 7.443 Sq.Mtrs., The main door of this Apartment has access to the common area. This Apartment consists of Drawing Hall, Kitchen Room, 2 Bed Room, Two W.C. and Bathroom, Passage and area of Balconies.

FAMILY UNIT (APARTMENT) ON FIFTH FLOOR BEARING NO. 501 AND 502:

This is a Residential Apartment on the First Floor having Built-up area of about 75.127 Sq. Mtrs. The Balcony area of 7.918 Sq.Mtrs. The main door of this Apartment has access to the common area. This Apartment consists of Drawing Hall, Kitchen Room, 3 Bed Room, Two W.C. and Bathroom, Passage and area of Balconies.

FAMILY UNIT (APARTMENT) ON FIFTH FLOOR BEARING NO. 503 AND 504:

This is a Residential Apartment on the First Floor having Built-up area of about 57.286 Sq. Mtrs. The Balcony area of 7.443 Sq.Mtrs., The main door of this Apartment has access to the common area. This Apartment consists of Drawing Hall, Kitchen Room, 2 Bed Room, Two W.C. and Bathroom, Passage and area of Balconies.

FAMILY UNIT (APARTMENT) ON SIXTH FLOOR BEARING NO. 601 AND 602:

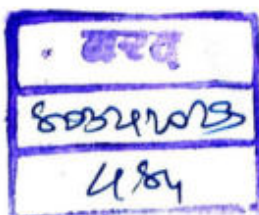
This is a Residential Apartment on the First Floor having Built-up area of about 75.127 Sq. Mtrs. The Balcony area of 7.918 Sq.Mtrs. The main door of this Apartment has access to the common area. This Apartment consists of Drawing Hall, Kitchen Room, 3 Bed Room, Two W.C. and Bathroom, Passage and area of Balconies.

FAMILY UNIT (APARTMENT) ON SIXTH FLOOR BEARING NO. 603 AND 604:

This is a Residential Apartment on the First Floor having Built-up area of about 57.286 Sq. Mtrs. The Balcony area of 7.443 Sq.Mtrs., The main door of this Apartment has access to the common area. This Apartment consists of Drawing Hall, Kitchen Room, 2 Bed Room, Two W.C. and Bathroom, Passage and area of Balconies.

FAMILY UNIT (APARTMENT) ON SEVENTH FLOOR BEARING NO. 701 AND 702:

This is a Residential Apartment on the First Floor having Built-up area of about 75.127 Sq. Mtrs. The Balcony area of 7.918 Sq.Mtrs. The main door of this Apartment has access to the common area. This Apartment consists of Drawing Hall, Kitchen Room, 3 Bed Room, Two W.C. and Bathroom, Passage and area of Balconies.



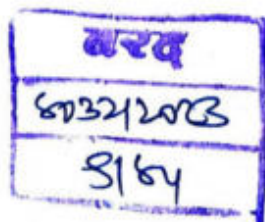
FAMILY UNIT (APARTMENT) ON SEVENTH FLOOR BEARING NO. 703 AND 704:

This is a Residential Apartment on the First Floor having Built-up area of about 57.286 Sq. Mtrs. The Balcony area of 7.443 Sq.Mtrs., The main door of this Apartment has access to the common area. This Apartment consists of Drawing Hall, Kitchen Room, 2 Bed Room, Two W.C. and Bathroom, Passage and area of Balconies.

(2) COMMON AREAS AND FACILITIES :

- a) The Parcel of land described in Paragraph First of this Deed.
- b) Covered Parking facility and Uncovered Parking Facility on available open land is provided to the said building.
- c) Common passage leading to the Stair Way.
- d) Compound wall on 4 Sides. 2 (TWO) Grill Gates are provided to the said building for egress and ingress of Apartment Owners.
- e) The following facilities are located throughout the Building.
 - i) 1 (ONE) Staircase is provided to the said building.
 - ii) 1 (One) Lift having the capacity of 8 Passengers.
 - iii) A Bore Well with Electric Motor and Pump.
 - iv) A Sump with Electric Motor and Pump.
 - v) Plumbing net-work throughout the Building.
 - vi) Electric wiring net-work throughout the Building.
 - vii) Necessary light and public water connections.
 - viii) 1 (One) Overhead Water Tank.
 - ix) The foundation and main walls, columns, girders, beams and roofs of the building as described in the Plan which forms a part of the DEED as EXHIBIT-A hereof.
 - x) AND in general all apparatus and installations existing for common use.

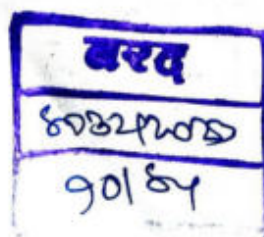
SIXTH : (A) THAT the right, title and interest of each Owner of a Family unit in the General Common/Restricted Areas and Facilities listed under letters (a) to (e) of Sub-Paragraph (2) of Para FIFTH and their proportionate share in the profits and common expenses in the said General Common/Restricted Areas and Facilities for voting purposes in the meeting of the Association of Apartment Owners of "**HIMALAYA HEIGHTS 2**" shall be as follows :-



SR.	SHOP UNIT NO.	BUILT-UP AREA (SQ.MT.)	CARPET AREA (SQ.MT.)	SUPER BUILT-UP AREA (SQ.MT.)	UNDIVIDED NO. SHARE IN LAND AREA	%
1.	01(G.F.)	10.804	9.976	11.369	5.084	0.498 %
2.	02(G.F.)	10.684	9.232	11.249	5.030	0.493 %
3.	03(G.F.)	9.021	7.680	9.586	4.287	0.420 %
4.	04(G.F.)	10.618	9.232	11.183	5.001	0.490 %
5.	05(G.F.)	7.496	6.288	8.061	3.605	0.353 %
6.	06(G.F.)	10.618	9.232	11.183	5.001	0.490 %
7.	07(G.F.)	9.021	7.680	9.586	4.287	0.420 %
8.	08(G.F.)	10.804	8.977	11.369	5.084	0.498 %

AND

SR.	FAMILY UNIT NO.	BUILT-UP AREA (SQ.MT.)	CARPET AREA (SQ.MT.)	BALCONY AREA (SQ.MT.)	SUPER BUILT UP AREA (SQ.MT.)	PARKING + LIFT + STAIR (SQ.MT.)	UNDIVIDED NO. SHARE IN LAND (SQ.MT.)	%
1.	101(F.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
2.	102(F.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
3.	103(F.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)
4.	104(F.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)
5.	201(S.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
6.	202(S.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
7.	203(S.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)
8.	204(S.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)
9.	301(T.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
10.	302(T.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
11.	303(T.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)
12.	304(T.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)
13.	401(F.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
14.	402(F.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
15.	403(F.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)
16.	404(F.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)
17.	501(F.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
18.	502(F.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
19.	503(F.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)
20.	504(F.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)



21.	601(S.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
22.	602(S.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
23.	603(S.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)
24.	604(S.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)
25.	701(S.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
26.	702(S.F.)	75.127	68.628	7.918	87.632	7.036	39.189	(3.842%)
27.	703(S.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)
28.	704(S.F.)	57.286	51.250	7.443	69.316	7.036	30.998	(3.039%)

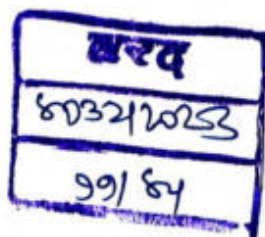
(B) THAT the proportionate representation for voting purposes as provided in (A) hereof may be limited in accordance with the provisions of Bye-laws attached hereto as EXHIBIT-B.

(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 "**HIMALAYA HEIGHTS 2**" consisting as aforesaid of the Building and parcel of 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 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 Ground and Upper Floors are conveyed or may be conveyed and registered as individual properties capable of independent use, on account of each having it's 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.

NINETH : 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 "**HIMALAYA HEIGHTS 2**" is described as follows:-



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 assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of "**HIMALAYA HEIGHTS 2**".

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

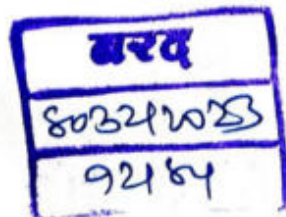
TWELFTH : THAT the Percentage of the Undivided interest in the General common/restricted Areas and Facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment to this Deed duly registered.

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.



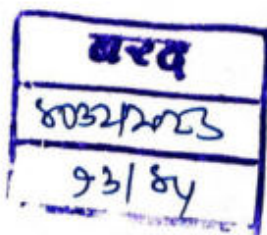
SEVENTEENTH : THAT all sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only (1) charge, if any on the family unit for payment of Government or Municipal Tax or 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 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 Owners thereof for transient or hotel purposes, which shall be defined as (1) Rental compensation or compensation 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 on leave and license or care-taker basis provided that said leases or leave and license or care-taker 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 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 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 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 latter for his share of the common expenses upto the time of the grant of conveyance without prejudice to the grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. 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 assessment 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 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 a family unit to obtain individual family unit insurance.

TWENTY THIRD : THAT insurance premium for any blanket insurance coverage shall be a common expenses to be 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 become due.

IN WITNESS WHEREOF the GRANTORS named above have hereto set their respective hands and signed this DEED OF DECLARATION at WARDHA on this 23 Day of October, 2023 in presence of the attesting witnesses.



1) V.R. Deshmukh
(VANDANA RAJKUMAR DESHMUKH)

2) [Signature]
(MR.SURENDRAKUMAR SUKHDEVKUMAR SINGH)



[Signature]
(HEMANT VISHWASRAO DESHMUKH)

WITNESSES :



[Signature]
(Niklesh .R. Deshmukh)



(2) [Signature]
Bhushad R. G. Dhede

