



Unit No.	Flat No.	Name of the Owner	Carpet Area sq. mtrs	Percentage of Voting
1	101	Mr.Mangesh Vyankat Surse Mrs. Rachana Mangesh Surse	62.245	7.41
2	102	Mr. Sanjay Chhaburao Nagpure Mrs. Pramila Sanjay Nagpure	50.98	6.07
3	103	Mr.Jawahar Mannalal Jain Mr. Saurabh Jawahar Jain	45.56	5.42
4	104	Mr.Parmeshwar Rayala Nikam	47.57	5.65
5	201	Mr.Anil Pandharinath Bhoys Mr.Devayani Anil Bhoys	62.25	7.40
6	202	Mr. Dhiraj Devidas Shinde Mrs. Sonali Dhiraj Shinde	51.20	6.10
7	203	Mr. Shripad Suhas Bhat Mr. Sushma Suhas Bhat	45.83	5.45
8	204	Mr. Yogiraj Punjaba Bagul Mrs. Lalita Yogiraj Bagul	60.87	7.24
9	301	Mr.Vinayak Pandit Kulkarni	62.245	7.40
10	302	Mr.Hemant Ashok Kaloge Mrs.Nanda Ashok Kaloge	51.20	6.10
11	303	With the Grantor (Satish M. Deshpande)	45.83	5.45
12	304	Mr.Santosh Sudhakar Vaidya Mrs. Rupali Santosh Vaidya	61.781	7.37
13	401	With the Grantor (Satish M. Deshpande)	96.466	11.47
14	402	Mr. Prachi Ameya Hardas Alias Prachi Satish Deshpande	96.466	11.47
Total			840.493	100

That the right, title interest and areas and facilities described in sub - paras of clause fifth is according to the percentage of voting as listed above or more particularly it is absolutely common as all or any one of all can use the said restricted common area and facilities.

That the proportionate representation in voting provided hereinabove may be limited in accordance with the provisions of the bye - laws attached hereto as Exh. B. Association of Apartment and percentage of the voting and/or undivided interest in the common areas and facilities appertaining to Apartment / Apartments are not encumbered in any manner.

SEVENTH :-

That the administration of "MALATI - MANOHAR APARTMENT " consisting as above of the building and parcel of land described in clauses first and fifth of his deed shall be in accordance with the provisions of this deed and that provision of the bye-laws which are made a part of this deed and are attached hereto as Exh. B.



That it appears above 'a' plans of ownership is hereby contributed under and subject to the provisions of Maharashtra Apartment Ownership Act, 1970 so that the Apartment units of the **Ground Floor** for parking And **1st To 4th Floor** upper may be conveyed and registered as having its own exit to the common areas and facilities of the building with each apartment owner having exclusive and particular right, title and interest over his respective unit and in addition, specified undivided interest in the common areas and facilities and restricted common areas and facilities.

NINETH :-

That for the purpose of stamp duty and registration fees to be imposed on the registration of this deed in the Register of Declaration of Deeds of Apartment u/s 35 the value of the Apartment Condominium is distributed as follows :-

(a) Parcel of land described in clause first hereinabove is valued at

TENTH :-

That so long as grantors own one or more of Apartment units, grantors shall be subject to the provision of this deed and the Exh. A and B attached hereto, and the grantors covenants to take no action which shall adversely affect the rights of the association against the latent defects in the building or other rights assigned to the Association on by reasons of establishment of "**MALATI - MANOHAR APARTMENT** "

ELEVEN :-

That the percentage of the undivided interest, general and restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the Apartment units holders expressed in the amendment to this deed, duly registered.

TWELVE :-

That the undivided interest in the general and restricted common areas and facilities shall not be separated from the conveyed or encumbered even through such interest is not expressly mentioned or described in the conveyance or any other instrument.

THIRTEEN :-

That such Apartment unit owners shall comply with the provisions of this deed, bye - laws, decisions and resolutions of the Association of Apartment unit- owners which is representative and failure to comply with any such provisions, decision or resolution shall for an action to recover the sums due for damages or for injunction relief.



That the dedications of the property to the plan of apartment-unit-ownership, of any of the apartment-unit-owners and mortgages of all the mortgages covering the units unanimously agreed. Revocation or amendment or removal or the property from the plan by duly registered.

FIFTEEN :-

That no apartment - unit - owner of the apartment unit may exempt himself from the liability for the construction towards the common expenses by waiver and restricted common areas and facilities or by abundant of his apartment unit.

SIXTEEN :-

All sums assesses by the Association, but unpaid for share of the common expenses chargeable on such apartment unit prior to all other charges except only charge, if any, on the apartment unit for payment of Govt. of Municipal Taxes both, and all sums unpaid on the first mortgage of the apartment.

SEVENTEEN :-

That all the present or future owners, future tenants of any other person that might use the facilities of the building in any manner, are subject to the provision of this deed and that the mere acquisition or rental of any of the apartment in the building of more act of occupancy of any of such units shall signify that the provision of this deed are accepted and ratified. The respective apartment-unit shall not be rented or given on leave and license or on care-taken basis by apartment unit owner thereof for transient of purpose, which shall be denied as:-

- (a) Rental compensation or compensation for any period less than 30 days.
- (b) Any rental or if any occupants of the apartment -unit and provided customary hotel or boarding or lodging or paying guest services other than forgiving owners of the lease such unit or give it on leave license or caretaker basis, provided that the said lease or leave and license or care takers basis is made subject to the covenants and restrictions contained in this declaration and further subject to the bye-laws in Exh. B attached hereto.

EIGHTEEN :-

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



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That whereas apartment unit is sold by a mortgages in exercise of his powers of sale under an English mortgage against the owner of such apartment unit, then neither the mortgage nor the purchaser who derives title to the apartment unit at such sale, or his successor or assigns shall be liable for assessment 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 constructed to prevent the association of apartment owner from fillings and claiming the charge for such assessment and enforce the same as provided by law and about such a charge shall be sub-ordinate to such mortgage.

TWENTY :-

That in a voluntary conveyance of an agreement units, the grantee of the unit shall be jointly and severally liable with the grantors for all unpaid assessment by the Association of apartment owners against the latter for his share in the common expenses up to the time of grant of conveyance without prejudice to the right of the grantee to recover from the grantors the amounts paid by the grantees therefore shall be entitled to a statement from the manager or Board of Managers Association as the case may be setting forth the amount of the unpaid assessment against the grantors, due to the association and such grantee shall not be liable for, nor shall the apartment unit conveyed be subject to the charge for any unpaid assessments made by the Association of Apartment owners against the grantors in excess of the amounts therein set forth.

TWENTY ONE :-

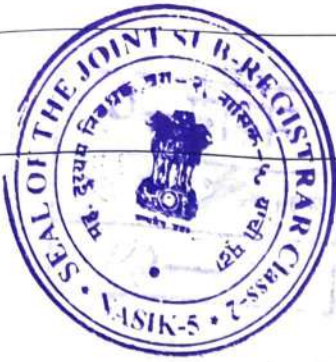
That the Manager or the Board of Managers of the Association shall obtain and continue in effect blanket property insurance in the form and amounts satisfactory to the mortgage holding the first mortgage covering the apartment unit, but without prejudicial to the right of the ownership of the apartment -unit to obtain individual apartment unit insurance.

TWENTY TWO :-

That the insurance premium for any blanket insurance covered shall be common expenses to be paid by the monthly assessment, & such payment shall be held in a separate account of the Association & used solely for the payment of the blanket property insurance premium as such premier become due.

TWENTY THREE :-

That the construction of the building is already completed, the construction is done by the grantors and reserve the right to use the common and general areas and facilities and also reserve the right to modify the plan in such a manner as they deem fit, without effecting in any manner the common and restricted interest of the owners of the apartment units.



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IN WITNESS WHEREOF THE GRANTORS HERETO SET THEIR RESPECTIVE HANDS THIS DAY OF 02nd AUGUST THE YEAR 2022.

THE GRANTOR



Deshpande

MR.SATISH MANOHAR DESHPANDE
THE GRANTOR (THE OWNER)
(BUILDER/PROMOTER)

WITNESS :-

1) *[Signature]*
L.T. Pendharkar

2) *[Signature]*
S.A. Amte