

c/b area admeasuring 2.58 sq.mtrs + Terrace admeasuring 4.80 sq.mtrs with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the west side corridor of the respective floor. Name of the owner **Mr. Ashish Hiralal Jinturkar & Mrs. Vrushali Ashish Jinturkar**. The agreement for Sale is registered at Sr. No. 6824 dated 28/09/2018 in Sub-registrar office Nashik - 3

19. Family unit Type No. 19 - Flat No. 19 valued for stamp duty at Rs. 35,00,000/- It is a flat on Seventh floor, area admeasuring 72.75 sq. mtrs carpet area, with Additional usable Floor area of attached balcony admeasuring 14.25 sq.mtrs. and c/b area admeasuring 5.15 sq.mtrs + Terrace admeasuring 6.84 sq.mtrs. As per Completion area admeasuring 89.70 sq. mtrs carpet with Additional usable Floor area of attached balcony admeasuring 14.25 sq.mtrs. and c/b area admeasuring 5.15 sq.mtrs + Terrace admeasuring 6.84 sq.mtrs with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the east side corridor of the respective floor. Name of the owner **Mr. Mahesh Rajendra Jamdade & Mrs. Seema Mahesh Jamdade**. The agreement for Sale is registered at Sr. No. 271 dated 09/01/2020 in Sub-registrar office Nashik - 3

20. Family unit Type No. 20 - Flat No. 20 valued for stamp duty at Rs. 22,24,000/- It is a flat on Seventh floor, area admeasuring 52.31 sq. mtrs carpet area, with Additional usable Floor area of attached balcony admeasuring 6.80 sq.mtrs. and c/b area admeasuring 2.58 sq.mtrs + Terrace admeasuring 5.65 sq.mtrs. As per Completion admeasuring 51.20 sq. mtrs carpet with Additional usable Floor area of attached balcony admeasuring 6.80 sq.mtrs. and c/b area admeasuring 2.58 sq.mtrs + Terrace admeasuring 5.65 sq.mtrs with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the west side corridor of the respective floor. Name of the owner **Mr. Dinesh Viswanath Thakare**. The agreement for Sale is registered at Sr. No. 3097 dated 14/05/2019 in Sub-registrar office Nashik - 3

21. Family unit Type No. 21 - Flat No. 21 valued for stamp duty at Rs. 30,15,000/- It is a flat on Seventh floor, area admeasuring 51.20 sq. mtrs carpet area, with Additional usable Floor area of attached balcony admeasuring 6.80 sq.mtrs. and c/b area admeasuring 2.58 sq.mtrs + Terrace admeasuring 5.65 sq.mtrs. with west side terrace above Flat No. 19 area 104.55 sq. meters. As per Completion admeasuring 51.20 sq. mtrs carpet with Additional usable Floor area of attached balcony admeasuring 6.80 sq.mtrs. and c/b area admeasuring 2.58 sq.mtrs + Terrace admeasuring 5.65 sq.mtrs with west side terrace above Flat No. 19 admeasuring 104.55 sq. meters. with absolute and exclusive right to use and enjoy the said



- 12 -

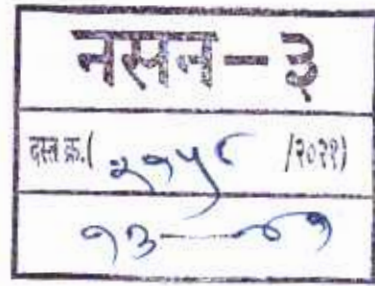
flat. Its main door has access to the west side corridor of the respective floor. Name of the owner **Mr. Dinesh Viswanath Thakare**. The agreement for Sale is registered at Sr. No. 3096 dated 14/05/2019 in Sub-registrar office Nashik - 3

22 . Family unit Type No. 22 - Room valued for stamp duty at Rs.5,25,000/- It is a Room on Fifth floor, area admeasuring 15.79 sq. mtrs carpet area with absolute and exclusive right to use and enjoy the said Room. Its main door has access to the South side corridor of the respective floor. Name of the owner **Unsold**

II) Each of the above family unit owner shall have proportionate share in the common areas and facilities available to the said property and the building thereon. Each family unit shall be provided with water and Electricity connections along with internal common amenities as per their respective agreements. The measurements of the said family units shall be on the basis of Carpet area and such areas shall be confirmed by the owners of their respective family units in terms of their agreements for sale to be executed individually the definition of Carpet area is stated hereinabove Design, specification and boundries of each family unit shall be as per the building plan approved for the construction of the said **SHREYA HEIGHTS** and attached here to Exh- A and each of the family unit shall have its own independent entrance and access, as shown in the said plan at Exh A and as well written in the here in above.

III) The unit holders shall have equal rights in the common staircase, landing and parking place except the stilt, parking places, terrace above Flat No .19, which have been allotted to the Flat No .21. The unit holders in the building shall not object and obstruct such allotment to any allottee by the Grantor owner & Confirming Party .That for the sake of knowledge to all the unit holders the copy of plan showing the such allotted Top terraces, parking places, etc.is attached hereto as "AnnexureA".

IV) For performing any installation, alteration or repairs to the mechanical or electrical services, drainage, as well as water connection or any other such repairs etc. the unit holders who have been allotted the garden places, marginal spaces, top terraces, parking places, stilt, etc. willnot take any objection for entry into such places for such installation, alteration or repairs as mentioned above. Provided that requests for entry are made in advance and that such entris at a time convenient to such owners. In case of an emergency, such right of entry shall be immediate. It will be the duty of all the unit holders/managers after the work of installation, alteration or repair is over, such places must be maintained as were before the work was done.



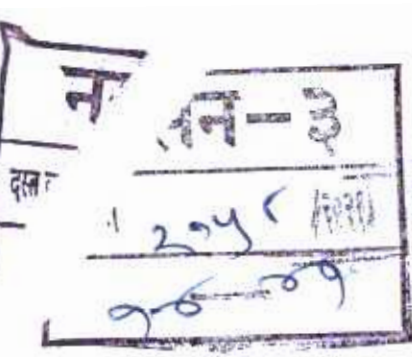
COMMON AREAS AND FACILITIES :

Following described areas and facilities shall be treated as properties of all the family unit owners and each family unit owner shall have his interest and right in the said common areas and facilities, proportionate to his ownership percentage as described in detail, hereinafter. The following common areas and facilities located throughout the building.

- a. The parcel of land described in schedule of this deed.
- b. The staircase available to the building.
- c. The overhead water Tank constructed on the top of **SHREYA HEIGHTS** Building.
- d. The underground water Tank, constructed on ground space along with the electrical motor fittings and plumbing system thereof in the **SHREYA HEIGHTS** and separate Municipal water connection for Building.
- e. Plumbing network throughout the said **SHREYA HEIGHTS**
- f. Electric wiring at all the common spaces upto the entrance of each family unit along with main electric supply upto meter box.
- g. Compound wall with gates.
- h. Foundation columns and roofs alongwith all common walls
- i. Lift with battery back up
- j. Common Electric meter for electric supply for common space for electric pump & Lift .
- k. Common Parking.

The open ground space around existing building parking duly highlighted in will be the common ground space available to the said **SHREYA HEIGHTS** and which shall be used as an access for the entrance of the said **SHREYA HEIGHTS** as well as ground space available to common use and occupation. However the said open space shall be available to with the right to enjoy it as an open space only without causing any obstruction thereon so as to cause any hurdle for moving ground other vacant parts of the said property therefore the right for enjoyment of the common open space is granted under this Deed of Declaration as said property there fore, the right for enjoyment of the common areas and facilities.

RESTRICTED AREAS AND FACILITIES



* Allotted Parking to each Flat holder.

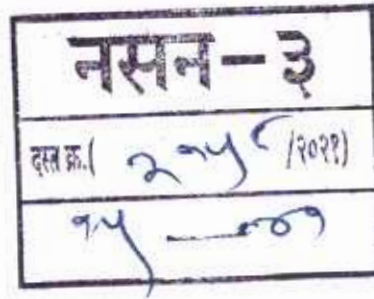
* Allotted West Side terrace above Flat No.19 area 104.55 sq. meters.to Flat No.21

(A) That the right, title and interest of each owner of a family unit in the general, common area and facilities as listed above and their proportionate share in the profits and common expenses in the general common areas and facilities as well as proportionate representation for voting purposes located on each floor of the said **SHREYA HEIGHTS** will be decided and calculated on the basis of the following mentioned percentage of ownership. In case a decision is required to be taken in respect of any issue relating to the said **SHREYA HEIGHTS** each family unit owner will have the voting rights as per the percentage of voting as mentioned here under.

Family unit	Floor	Area In (Sq. mtrs) Carpet	Ownership & voting Right
1)Flat no. 1	First	72.75	5.42%
2)Flat no. 2	First	68.15	5.08%
3)Flat no. 3	First	51.20	3.80%
4)Flat no. 4	Second	89.70	6.68%
5)Flat no. 5	Second	51.20	3.80%
6)Flat no. 6	Second	51.20	3.80%
7)Flat no. 7	Third	72.75	5.42%
8)Flat no. 8	Third	68.15	5.08%
9)Flat no. 9	Third	51.20	3.80%
10)Flat no.10	Fourth	89.70	6.68%
11)Flat no.11	Fourth	51.20	3.80%
12)Flat no.12	Fourth	51.20	3.80%
13)Flat no.13	Fifth	72.75	5.42%
14)Flat no.14	Fifth	52.36	3.89%
15)Flat no.15	Fifth	51.20	3.80%
16)Flat no.16	Sixth	89.70	6.68%
17)Flat no.17	Sixth	51.20	3.80%
18)Flat no.18	Sixth	51.20	3.80%
19)Flat no.19	Seventh	89.70	6.68%
20)Flat no.20	Seventh	51.20	3.80%
21)Flat no.21	Seventh	51.20	3.80%
22) Room	Fifth	15.79	1.17%

1344.7

100 %



(B) The proportionate representation for voting purposes provided hereinabove may be limited in accordance with the provisions of the by-laws attached hereto as Exhibit B.

(C) Apartment and the percentage of undivided interest in the common areas and facilities appertaining to the apartment. (each apartment) are not encumbered in any manner whatsoever on the date of this declaration.

24. The said scheme of **SHREYA HEIGHTS** is hereby declared as per the provisions of "The Maharashtra Apartment Ownership Act 1970." That interest and title of each family unit owner is described in detail and the said common areas and facilities are described in detail in the said scheme, for the administration of the **SHREYA HEIGHTS** By Laws are provided as per Exh B.

25. 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 of ground and Seven upper floors may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a restricted common areas and family of the building, each family unit owner having an exclusive and particular right title and interest over his respective family unit and in addition the specified undivided interest in the restricted common areas and facilities.

26. That for the purpose of stamp duty and registration fees to be imposed on the registration of this Deed in the register of Declaration and Deed of Apartment under Sec.13 (5) the Government value of the **SHREYA HEIGHTS** is distributed as follows :

a) Parcel of Land described in Para I Here in above is valued at Rs 1,00,00,000/-

b) The Building described in plan Exh A valued at Rs.5,86,38,000/-

27. That the general and or restricted common areas and facilities and facilities shall undivided and no apartment owner shall bring any action for 3partition or division thereof.

28. That the percentage of the undivided interest in the said common areas and facilities and restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment to this declaration duly registered.

29. That the undivided interest in the said common areas and facilities and the restricted common areas and facilities shall not be seperated from



the family unit to, which it appertains and shall be deemed conveyed or encumbered with the unit eventhough such interest is not expressly mentioned or described in the conveyance or other instrument.

30. That each Apartment owner shall comply with the provisions of this declaration, the by-laws decisions and resolutions of the Association of Apartment owners of its representative 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.

31. 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 instrument.

32. 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 of enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his family unit.

33. 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 Taxes or both and (2) all sums unpaid on a first mortgagage of the apartment.

34. 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 declaration 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 declaration are accepted and ratified. The respective family unit shall not be rented or given on leave and licence or care taker basis by the apartment owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) 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 forgoing obligations, the apartment owners of the respective family unit shall have the absolute right, to lease such unit or give it leave and licence or care taker basis provided that said lease or leave and licence or care taker 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.