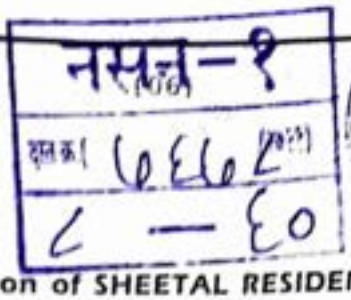


construction of SHEETAL RESIDENCY APARTMENT BUILDING NO.2 is completed and consumed F.S.I. shown in building plan. However in case there is any increase in the said F.S.I. and clause of any bye-laws by the concerned authorities in the future, the same shall be utilized exclusively by all SHEETAL RESIDENCY APARTMENT BUILDING NO.1 , 2 & 3.

AND WHEREAS, the Grantor has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra Real Estate Regulatory Authority No. P516000 20270, dtd.18/05/2020.

THAT the aforesaid building consists of a units according to the plan attached hereto as Exhibit "A". The each apartment consisting in heritable and transferable immovable property within the meaning of any law from the time being in force in of total apartments area of the building is 725.56 sq.mtrs. (Carpet as per R.E.R.A. Act) and except said carpet area and net usable area of each apartment mentioned hereinbelow, the remaining area will constitute general and/or restricted areas ,common areas & facilities.

FIFTH: THAT the condominium shall be known as the SHEETAL RESIDENCY APARTMENT BUILDING NO.2 CONDOMINIUM and that the family units and common areas and facilities of the building will be as follows:

DETAILS OF UNITS IN SHEETAL RESIDENCY APARTMENT BUILDING NO.2,

In The Wing-A

<u>On the First Floor</u>

FLAT NO.1 (FAMILY UNITS)

[The Property of Land Owner/Grantor No.9 i.e. Shree Sadguru Shivram Construction Pvt Ltd. company]

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It is a Residential Unit (Family Unit) of Flat having Carpet area 41.80 sq.mtrs. & Balcony /Terrace area adm. 1.53 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

FLAT NO.2 (FAMILY UNITS)

[The Property of Land Owner/Grantor No.9 i.e. Shree Sadguru Shivram Construction Pvt Ltd. company]

It is a Residential Unit (Family Unit) of Flat having Carpet area 39.60 sq.mtrs. & Balcony/Terrace area adm. 2.42 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

FLAT NO.3 (FAMILY UNITS)

[The Property of Land Owner/Grantor No.7 i.e. Kiran Jayram Gaidhani]

It is a Residential Unit (Family Unit) of Flat having Carpet area 39.60 sq.mtrs. & Balcony/Terrace area adm. 2.42 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

FLAT NO.4 (FAMILY UNITS)

[The Property of Land Owner/Grantor No.9 i.e. Shree Sadguru Shivram Construction Pvt Ltd. company]

It is a Residential Unit (Family Unit) of Flat having Carpet area 41.80 sq.mtrs. & Balcony/Terrace area adm. 1.53 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

<u>On the Second Floor</u>

FLAT NO.5 (FAMILY UNITS)

[Sharad Manohar Katkade & Sangita Sharad Katkade]

(Agreement,Regd.No.4840,dtd.25-06-2021, NSK-1)

It is a Residential Unit (Family Unit) of Flat having Carpet area 33.96 sq.mtrs. & Balcony/Terrace area adm. 9.02 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

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FLAT NO.6 (FAMILY UNITS)

[The Property of Land Owner/Grantor No.9 i.e. Shree Sadguru Shivram Construction Pvt Ltd. company]

It is a Residential Unit (Family Unit) of Flat having Carpet area 33.24 sq.mtrs. & Balcony/Terrace area adm. 8.26 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

FLAT NO.7 (FAMILY UNITS)

[The Property of Land Owner/Grantor No.9 i.e. Shree Sadguru Shivram Construction Pvt Ltd. company]

It is a Residential Unit (Family Unit) of Flat having Carpet area 33.24 sq.mtrs. & Balcony/Terrace area adm. 8.26 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

FLAT NO.8 (FAMILY UNITS)

[The Property of Land Owner/Grantor No.7 i.e. Kiran Jayram Gaidhani]

It is a Residential Unit (Family Unit) of Flat having Carpet area 33.96 sq.mtrs. & Balcony/Terrace area adm. 9.02 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

<u>On the Third Floor</u>

FLAT NO.9 (FAMILY UNITS)

[Ganesh Shankar Shirsath & Ashwini Prakash Pagare alias Ashwini Ganesh Shirsath]

(Agreement,Regd.No.3219,dtd.31-03-2021,NSK-1)

It is a Residential Unit (Family Unit) of Flat having Carpet area 33.96 sq.mtrs. & Balcony/Terrace area adm. 1.53 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

FLAT NO.10 (FAMILY UNITS)

[Hiraman Jalesar Chauhan & Ranidevi Hiraman Chauhan]

(Agreement,Regd.No.4171,dtd.01-06-2021,NSK-1)

It is a Residential Unit (Family Unit) of Flat having Carpet area 33.24 sq.mtrs. & Balcony/Terrace area adm. 2.42 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

FLAT NO.11 (FAMILY UNITS)

[The Property of Land Owner/Grantor No.9 i.e. Shree Sadguru Shivram Construction Pvt Ltd. company]

It is a Residential Unit (Family Unit) of Flat having Carpet area 33.24 sq.mtrs. & Balcony/Terrace area adm. 2.42 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

FLAT NO.12 (FAMILY UNITS)

[The Property of Land Owner/Grantor No.7 i.e. Kiran Jayram Gaidhani]

It is a Residential Unit (Family Unit) of Flat having Carpet area 33.96 sq.mtrs. & Balcony/Terrace area adm. 1.53 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

In The Wing-B

<u>On the First Floor</u>

FLAT NO.1 (FAMILY UNITS)

[The Property of Land Owner/Grantor No.7 i.e. Kiran Jayram Gaidhani]

It is a Residential Unit (Family Unit) of Flat having Carpet area 41.80 sq.mtrs. & Balcony /Terrace area adm. 1.53 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

FLAT NO.2 (FAMILY UNITS)

[Seema Pravin Jain & Pravin Pannalal Jain]

(Agreement,Regd.No.3338,dtd.06-04-2021,NSK-1)

It is a Residential Unit (Family Unit) of Flat having Carpet area 41.80 sq.mtrs. & Balcony /Terrace area adm. 1.53 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

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On the Second Floor

FLAT NO.3 (FAMILY UNITS)

[The Property of Land Owner/Grantor No.7 i.e. Kiran Jayram Gaidhani]

It is a Residential Unit (Family Unit) of Flat having Carpet area 33.96 sq.mtrs. & Balcony/Terrace area adm. 9.02 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

FLAT NO.4 (FAMILY UNITS)

[Omprakash Baliram Patel & Saniladevi Omprakash Patel]

(Agreement,Regd.No.7196,dtd.26-12-2020, NSK-6)

It is a Residential Unit (Family Unit) of Flat having Carpet area 33.96 sq.mtrs. & Balcony/Terrace area adm. 9.02 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

On the Third Floor

FLAT NO.5 (FAMILY UNITS)

[Sandip Ramdas Gite & Mangal Sandip Gite]

(Agreement,Regd.No.4172,dtd.01-06-2021, NSK-1)

It is a Residential Unit (Family Unit) of Flat having Carpet area 33.96 sq.mtrs. & Balcony/Terrace area adm. 1.53 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

FLAT NO.6 (FAMILY UNITS)

[The Property of Land Owner/Grantor No.9 i.e. Shree Sadguru Shivram Construction Pvt Ltd. company]

It is a Residential Unit (Family Unit) of Flat having Carpet area 33.96 sq.mtrs. & Balcony/Terrace area adm. 1.53 Sq.Mtrs. The flat boundaries are as per sanctioned building plan.

Common areas and facilities.

1. Corridors.

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2. The foundation, main walls, columns, beams and roof of the UNIT.

3. Plumbing network through the UNIT and water meters & water connection of the building.

4. Electrical Wires Common.

5. Drainage System Common.

6. Approach road from the UNIT line to the colony road.

7. Approach building margin Common of the UNIT / Marginal space.

8. Staircase available to the building is common for the family unit/apartment.

9. Common Maintenance.

10. Common area , Shown in the plan attached hereto as Exhibit A.

11. Top Terrace of the building.

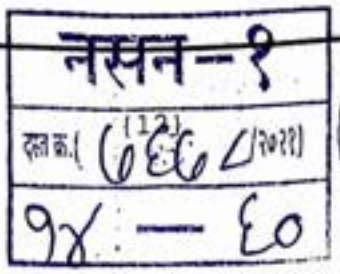
12. Land under the building.

13. Common Parking.

14. Open Space shown in building plan.
Restricted areas facilities. Nil-

SIXTH:

a)That the right, title and interest of each owner of the unit in the general common area & facilities listed above and their pro-



portionate shares in the profits and the common exist in the said general common areas as well as the proportionate representation for voting purpose in the meeting of association of apartment owner as SHEETAL RESIDENCY APARTMENT BUILDING NO.2 CONDOMINIUM is based on proportionate usable carpet area of each family unit/apartment to the total area. The voting rights is workout as follows:

SHEETAL RESIDENCY APARTMENT BUILDING NO.2

Wing	Floor	Flat No.	Percentage
A	First	1	5.97 %
A	First	2	5.79 %
A	First	3	5.79 %
A	First	4	5.97 %
A	Second	5	5.92 %
A	Second	6	5.72 %
A	Second	7	5.72 %
A	Second	8	5.92 %
A	Third	9	4.90 %
A	Third	10	4.91 %
A	Third	11	4.91 %
A	Third	12	4.90 %
B	First	1	5.97 %
B	First	2	5.97 %
B	Second	3	5.92 %
B	Second	4	5.92 %
B	Third	5	4.90 %
B	Third	6	4.90 %
		Total	100 %

b) The proportionate representation of voting purposes and also the proportionate shares in profits and expenses both provided in (a) hereof may be limited in accordance with the provi-

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sions of the bye-laws attached hereto a Exe. B apartments and the percentage of the undivided interest in the common areas and facilities appertaining to the each apartment are not encumbered in any manner what-so-ever on the date of this declaration.

SEVENTH: That the administration of SHEETAL RESIDENCY APARTMENT BUILDING NO.2 CONDOMINIUM consisting as aforesaid of the building and parcel of land described in paragraphs first and fifths 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 contributed under the subject to the provisions of the Maharashtra Apartment Ownership Act. 1970 so that all the family units/apartments of the building may be conveyed and register as individual properties capable of the independent use, on account of each having its own exit to unit owner having a exclusive and particular right title and interest over his respective family unit/apartment & in addition the specified undivided interest in the common areas and or restricted common areas and facilities.

NINTH: That the stamp duty and registration fees is paid as per Maharashtra Stamp Act.

TENTH: That so long as the Grantor owns one/ more of the family units/apartment, the grantor shall be subject to the provisions of this deed and of the Exe. A & B attached hereto & the Grantor covenants to take no action which will adversely affect the rights of the association by reason of the establishment.

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

TWELTH: That percentage of the undivided interest in the general and/or 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 deed duly registered.

THIRTEENTH: That the undivided interest in the general & or restricted areas & facilities shall not be deemed conveyed/ encumbered with the unit even though such interest in not expressly mentioned/ described in the conveyance of other instrument.

FOURTEENTH: That each apartment owners shall comply with the provisions of this Deed, the bye-laws, decision and resolutions of the association of apartment owners of its representative, and failure to comply with any such provisions, decision or resolution, shall be grounds for an action to recover sums due, for damages, o fore injective relief.

FIFTEENTH: That the declaration 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 provision share in, amended unless all of the apartment owners and the mortgagees of all the mortgagees 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 owners of a family unit / apartment may exempt himself from liability for his contribu-

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tion towards the common expenses by waiver of the use of enjoyment of any of the general any/or restricted common areas and facilities or by the amendment of his unit.

SEVENTEENTH: All sums assessed by the association but unpaid for the share of the common expenses, chargeable to any family unit /apartment shall contribute a charge such family unit /apartment prior to all other charges except only (1) charge, if any, on the family unit/apartment for payment of Govt. or Municipal Taxes or both and (2) all sums unpaid on a first mortgage of the apartment.

EIGHTEENTH: That all present or future owners, tenants, future tenants / 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 more acquisition/rental of any of the family units/apartment of the building/ the more act of occupancy of any of the said units shall signify that the respect family unit /apartment or give it and leave and license or caretaker basis provided that 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 bye-laws in Exe. B attached hereto.

NINETEENTH: That, if the property subject of the plan of apartment ownership is totally/ substantially damaged/ destroyed the repair, reconstruction/ disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

TWENTIETH: That, where a unit is sold by a mortgages in exercise of his powers of sale under & English Mortgage or by a Court in execution of a suit brought by a mortgage against the owner of such family unit/apartment, than