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THE SALE OF THE JOINT SUB-REGISTRAR CLASS-2 BHUSAWAL

That the Grantor has constructed on the parcel of land described on the Parcel described above a building known as **"PATIL HEIGHTS "**, Apartment according to the Revised plans attached were approves by Municipal council **Bhusawal by his office letter No. CAJBC/B/2020/APL/00406 on the dt-11/09/2020 Building permit no.69664 Date- 11/09/2020** and which are made a part thereof the postal address of the building Mauja **Satare Shivar Satare T.P.Skim No.2 Final Plot No.66 Shivar Sarvey No.48/2 bearing plot No.5 and 8 Area in total 507.64 Sq.mtr. " PATIL HEIGHTS"**, Satare in Building all Flats situated at **Satare Shiwar** in Bhusawal Mun.Limit.

THIRD:

THAT the said building consists on Residential Parking/Shop, **Graound floor, First floor, Second floor, Third floor, Fourth floor,** of building consists of individual unitization on account of having their own exit to a common areas and facilities of the Building and the apartment will be sold to one more owners, and each owner obtaining a particular and exclusive right thereof, each Apartment consists of a heritable and transferable immovable property within the meaning of any law time being in force in the state of Maharashtra hereinafter referred to as " Resident ion Units " and also having undivided share in the common areas and facilities as listed in this Deed necessary for their adequate use and enjoyment and hereinafter referred to as" the common areas and facility " , all of the accordance with the provisions of Maharashtra Apartment Ownership act1970 Rules there under.

FORTH;-

That the aforesaid has a built up area with **adm. 656.31 Sq. mtr.**

FIFTH;-

THAT this condominium shall be know as **" PATIL HEIGHTS"**, condominium and the family units and common areas and Facilities are as under

" PATIL HEIGHTS" Building:-

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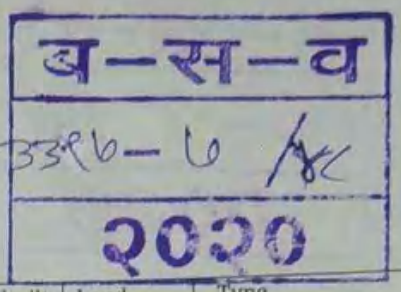

Flat No.	Floor	Built up Area (Sqm)	Balcony	Total built Area	Land Sharing area (sqm)	Type
P1	Ground	8.34		8.34	5.88	commercial
Shop1	Ground	8.34		8.34	5.88	commercial
Shop2	Ground	7.84		7.84	5.52	commercial
Shop3	Ground	7.84		7.84	5.52	commercial
Shop4	Ground	6.00		6.00	4.22	commercial
Shop5	Ground	6.00		6.00	4.22	commercial
Shop6	Ground	6.00		6.00	4.22	commercial
Shop7	Ground	6.00		6.00	4.22	commercial
Shop8	Ground	6.00		6.00	4.22	commercial
Shop9	Ground	6.00		6.00	4.22	commercial
101	First	36.265	4.55	40.815	28.72	Residential
102	First	36.265	4.55	40.815	28.72	Residential
103	First	36.265	4.55	40.815	28.72	Residential
104	First	36.265	4.55	40.815	28.72	Residential
201	Second	36.265	4.55	40.815	28.72	Residential
202	Second	36.265	4.55	40.815	28.72	Residential
203	Second	36.265	4.55	40.815	28.72	Residential
204	Second	36.265	4.55	40.815	28.72	Residential
301	Third	36.265	4.55	40.815	28.72	Residential
302	Third	36.265	4.55	40.815	28.72	Residential
303	Third	36.265	4.55	40.815	28.72	Residential
304	Third	36.265	4.55	40.815	28.72	Residential
401	Fourth	36.265	4.55	40.815	28.72	Residential
402	Fourth	36.265	4.55	40.815	28.72	Residential
403	Fourth	36.265	4.55	40.815	28.72	Residential
404	Fourth	36.265	4.55	40.815	28.72	Residential
Total					507.64	

Building COMMON AREA AND FACILITE

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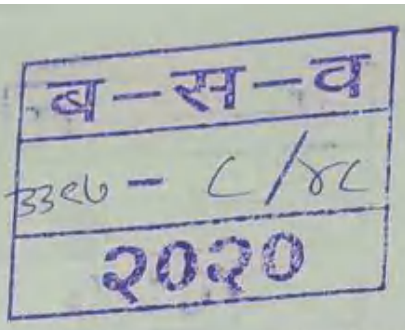



A] piece & parcel of land is described in the paragraph first of the deed will be common for All

b] Parking facility as shown in plan will be Nominated or common for All flat Owners

c] One Staircase is common for all flat holders for the respective building

d] one overhead water tank common for respective building.

e] Plumbing network throughout the respective building

f] Electrical wiring network throughout the respective building

g] The lobby which gives access to the family units and to the staircase

h] Necessary light and connection.

i] The foundation and main wall, columns, beams and roofs of such building as described in the plans.

j] Septic Tank is common for respective building in **" PATIL HEIGHTS"**,

k] One common bore well situated at plot one electric meter connection motor pump, pipeline are common for all flat owners.

3] RESTRICTED AREA & FACILITIES

A. Owner ship parking & Terrace will remain towards the Grantor

b. The terrace above on building of all flat holders for the purpose of enjoyment so the Grantor have also right to construct on the said terrace after a ailment of the F.S.I. OF T.D.R. by legal ways from the Competent Authority at that time voting percentage of each flat will be vary.

C . The staircase of building will by Totally own and posses by the present Grantor only and all purchaser in building will have only right to us the staircase of the building and the F.S.I. if available for staircase and the staircase of the building and the and Lobbies of staircase will be exclusive property. The said grantor will have each and every right to construct Flats on respective building after a ailment of F.S.I .from staircase And all owners of the Building shall not have any objection for availment of such T.D.R./F.S.I. and in such case such availmant T.D.R./F.S.I. will be consumed by the grantor by construction units on terrace of the respective building & selling them to the prospective purchaser and in such case the respective purchaser will also have a right to use and enjoy common areas and facilities and respective

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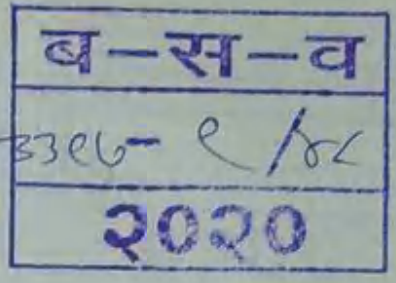

building and in such case if them percentage will change they shall not have any objection for the said.

D. And present Grantor will have each and every right to construct and sell in future proposed flat after available additional F.S.I. or to give Mobile Tower and /or any advertisement board.

E. Regarding T.D.R. Additional F.S.I. at present the said building is having F.S.I. and Grantor have consumed F.S.I + T.D.R. right but in case in future any T.D.R. Additional F.S.I is available to said building it will entirely be the sole property of the grantor will have each and every right to consume that balance or additional F.S.I bu constructing that balance or Additional F.S.I bi construction units on Terrace and for proportional reduction in their percentage attached to them by this deed of Declaration.

F. All the proposed owners in " **PATIL HEIGHTS** ", should behind to sign The Proposed Revised Plan For the Construction of Additional Units/ Flats and the necessary papers or documents about each and every permission for the Competent Authority without taking any charges.

Sixth:

THAT the right title and interest of each owner of the family unit in the common area and facilities and their proportionate share in the profits and common expenses in the said General common areas and facilities as well as proportionate representation for voting purpose in the meeting of Association of Apartment Owners of " **PATIL HEIGHTS**", Condominium is based on the proportionate Percentage interest of each family unit to the total area/cost of family units. As described in the paragraph Fifth of this Deed.

SEVENTH:

THAT the administration of " **PATIL HEIGHTS**", CONDOMINIUM consisting of aforesaid building and parcel of the land described in the paragraphs First & Fifth of this Deed shall be in accordance with provisions of this Deed and with the Provisions of bye laws which are made a part of this Deed and are attached herewith .

EIGHT:

THAT as papers above a plan of Apartment Ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act 1970 so that family units comprised in the said building called " **PATIL HEIGHTS**", may be conveyed and registered as individual properties capable of individual unit of Independent use on account of each having its own exit to a common areas and facilities of the Building each family unit owner having an exclusive and particular right ,title and interest

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over his respective family unit and in addition the specified undivided interest in the 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 and Deed of Apartment Under section 13(5)the value of the **"PATIL HEIGHTS"**, condominium is valued as per Government valuation.

TENTH:

THAT so long as the Guarantor owns one or more the family units , the Guarantor shall be subject to the provisions of this deed and of the Exhibit attached hereto and the Guarantor covenants to take on action which will adversely affects the rights of the association of Apartment owners respective assurance against latent defects in the building or rights assigned to the Association by reason of the establishment of " **PATIL HEIGHTS"**, 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

TWELEVETH:-

THAT the percentage of undivided interest in the General common areas and facilities established therein shall not be changed except with the unanimous consent of all the Apartment owners expressed amendment to this Deed duly registered.

THIRTHTEEN

THAT the undivided interest in the general and /or restricted common areas and facilities shall not be separated from the family units to which it appertains and shall be deemed conveyed or encumbrance with the unit even though such a interest is not expressly mentioned or described in the conveyance of other instruments.

FOURTEENTH: -

THAT each Apartment owner shall comply with the provisions of this deed bye-laws, decisions and resolution 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.

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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 any of the provision therein amended unless all of the Apartment owners and the mortgages of the mortgages covering the units unanimously agree to revocation, or amendment, or removal of the property from the plan by duly registered instrument.

SIXTEENTH:

THAT no apartment owner of a family unit may exempt himself from liability for his contributions towards the common expenses by waiver of the use or enjoyment of any of the general and / or restricted common areas and facilities or by the abandonment of this family unit.

SEVENTEENTH

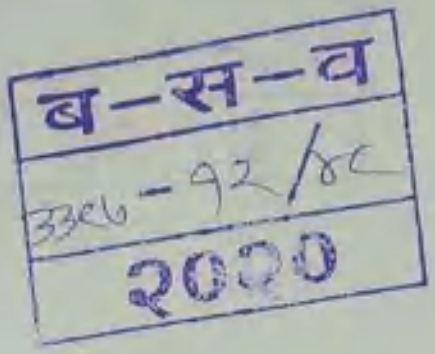
ALL sums assessed by the association but unpaid for the share of the common expenses chargeable to any family nits shall constitute a charge on such family unit prior to all other except only (1) charges if any on the family unit for payment of government or Municipal Taxes or both and(2) all sums unpaid on a first mortgage of the apartment.

EIGTHTEENTH:

THAT all present or from owner, tenants future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of the this Deed and that the mere acquisition or rental of any of the said units shall signify that the provision of this deed are accepted and ratified the respective family unit be rented or giving 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 compensation for any period less than thirty days or (b) any rental or if the occupants of the family are provided customary hotel or boarding or lodging or paying guest services other 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 care-taker basis provided that said lease or leave and license or care taker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the bye-laws in Exhibit "b" attached hereto

NINETEENTH

THAT if the property subject to the plan apartment ownership is totally or substantially damages or destroyed the repair, reconstruction or disposition of the property shall be as provided by the |Maharashtra apartment owners act.1970





TWENTIETH

THAT where a family unit is sold by a mortgagee in exercise of his powers and sale under an English mortgage or by court in execution of a decree in a suit then neither the mortgagee against the owner 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 buy such acquire , it being understood however that the above shall not be constructed to prevent the association of apartment owners from filling and claiming charge for such assessment and enforcing same as provided by law and that such charge shall be dub-ordinate to such mortgage.

TWENTY FIRST:

THAT in voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with grantor for all unpaid assessments by the association of apartment owners against the latter for his share of the common expenses up to time of the grantor conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However any such grantee shall be entitled to a statement from the Manager of board if manager of the association, as the case may be, setting for the amount of the unpaid assessment against the grantor due to the association and such grantee shall not be liable for nor shall be family unit conveyed be subject to a charge for any unpaid assessments; made by the association of 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 from and amount satisfactory to mortgages holding first mortgages covering family units but without prejudicial to right of the owner of family unit of obtain individual family unit insurance.

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IN WITHNESS WGEROF the grantor have set their respective signature the day and year first here in above written.



SIGNATURE 1) ----------

(Prajakt Shivaji Patil)

WITNESSES

1]---------- 2]----------

हेमराज राजेंद्र दिघे
वय-२८, रा. हनुमान नगर
भुसावळ.

साकेत मोतीराम पिंपळे वय-२१
रा. शारदा नगर, भुसावळ