FOR DOD : 9 FLOORS | 12/9/2017

PLOT AREA = 2550 (SQ M.) / 27448.2(SFT.)

GND, 1ST,2ND,3RD,4TH,5TH,6TH,7H,8TH,9TH (2 BHK, 3 BHK FLATS):

SR. NO.	APPARTMENT NO.	FLOOR	CARPET AREA (SQM.)	ENCLOSED BALCONY (SQM.)	OPEN BALCONY (SQM.)	ATTACHED TERRACE (SQM.)	ALLOTED COVERED PARKING (SQM.)	LANDSHARE (%)
				WING E				
37	101	1st FLOOR	88.224	7.258	5.660	-	0.592 CAR,2SC,1.765 CY	1.169
38	102	1st FLOOR	116.637	4.264	7.378	-	0.592 CAR,2SC,1.765 CY	1.545
39	103	1st FLOOR	47.378	-	3.030	-	0.592 CAR,2SC,1.765 CY	0.628
40	104	1st FLOOR	70.065	-	7.170	-	0.592 CAR,2SC,1.765 CY	0.928
41	105	1st FLOOR	86.106	7.665	5.136	-	0.592 CAR,2SC,1.765 CY	1.141
42	201	2nd FLOOR	88.224	7.258	5.660	9.618	0.592 CAR,2SC,1.765 CY	1.169
43	202	2nd FLOOR	116.637	4.264	7.378	9.757	0.592 CAR,2SC,1.765 CY	1.545
44	203	2nd FLOOR	47.378	-	3.030	10.647	0.592 CAR,2SC,1.765 CY	0.628
45	204	2nd FLOOR	70.065	-	7.170	9.387	0.592 CAR,2SC,1.765 CY	0.928
46	205	2nd FLOOR	86.106	7.665	5.136	7.565	0.592 CAR,2SC,1.765 CY	1.141
47	301	3rd FLOOR	88.224	7.258	5.660	7.707	0.592 CAR,2SC,1.765 CY	1.169
48	302	3rd FLOOR	116.637	4.264	7.378	9.380	0.592 CAR,2SC,1.765 CY	1.545
49	303	3rd FLOOR	47.378	-	3.030	8.780	0.592 CAR,2SC,1.765 CY	0.628
50	304	3rd FLOOR	70.065	-	7.170	7.978	0.592 CAR,2SC,1.765 CY	0.928
51	305	3rd FLOOR	86.106	7.665	5.136	9.587	0.592 CAR,2SC,1.765 CY	1.141
52	401	4th FLOOR	88.224	7.258	5.660	9.618	0.592 CAR,2SC,1.765 CY	1.169
53	402	4th FLOOR	116.637	4.264	7.378	9.757	0.592 CAR,2SC,1.765 CY	1.545
54	403	4th FLOOR	47.378	-	3.030	10.647	0.592 CAR,2SC,1.765 CY	0.628
55	404	4th FLOOR	70.065	-	7.170	9.387	0.592 CAR,2SC,1.765 CY	0.928
56	405	4th FLOOR	86.106	7.665	5.136	7.565	0.592 CAR,2SC,1.765 CY	1.141
57	501	5th FLOOR	88.224	7.258	5.660	7.707	0.592 CAR,2SC,1.765 CY	1.169
58	502	5th FLOOR	116.637	4.264	7.378	9.380	0.592 CAR,2SC,1.765 CY	1.545
59	503	5th FLOOR	47.378	-	3.030	8.780	0.592 CAR,2SC,1.765 CY	0.628
60	504	5th FLOOR	70.065	-	7.170	7.978	0.592 CAR,2SC,1.765 CY	0.928
61	505	5th FLOOR	86.106	7.665	5.136	9.587	0.592 CAR,2SC,1.765 CY	1.141
62	601	6th FLOOR	88.224	7.258	5.660	9.618	0.592 CAR,2SC,1.765 CY	1.169
63	602	6th FLOOR	116.637	4.264	7.378	9.757	0.592 CAR,2SC,1.765 CY	1.545
64	603	6th FLOOR	47.378	-	3.030	10.647	0.592 CAR,2SC,1.765 CY	0.628
65	604	6th FLOOR	70.065	-	7.170	9.387	0.592 CAR,2SC,1.765 CY	0.928
66	605	6th FLOOR	86.106	7.665	5.136	7.565	0.592 CAR,2SC,1.765 CY	1.141
67	701	7th FLOOR	88.224	7.258	5.660	7.707	0.592 CAR,2SC,1.765 CY	1.169
68	702	7th FLOOR	116.637	4.264	7.378	9.380	0.592 CAR,2SC,1.765 CY	1.545
69	703	7th FLOOR	47.378	-	3.030	8.780	0.592 CAR,2SC,1.765 CY	0.628
70	704	7th FLOOR	70.065	-	7.170	7.978	0.592 CAR,2SC,1.765 CY	0.928
71	705	7th FLOOR	86.106	7.665	5.136	9.587	0.592 CAR,2SC,1.765 CY	1.141
72	801	8th FLOOR	88.224	7.258	5.660	9.618	0.592 CAR,2SC,1.765 CY	1.169
73	802	8th FLOOR	116.637	4.264	7.378	9.757	0.592 CAR,2SC,1.765 CY	1.545
74	803	8th FLOOR	47.378	-	3.030	10.647	0.592 CAR,2SC,1.765 CY	0.628
75	804	8th FLOOR	70.065	-	7.170	9.387	0.592 CAR,2SC,1.765 CY	0.928
76	805	8th FLOOR	86.106	7.665	5.136	7.565	0.592 CAR,2SC,1.765 CY	1.141
77	901	9th FLOOR	88.224	7.258	5.660	7.707	0.592 CAR,2SC,1.765 CY	1.169
78	902	9th FLOOR	116.637	4.264	7.378	9.380	0.592 CAR,2SC,1.765 CY	1.545
79	903	9th FLOOR	47.378	-	3.030	8.780	0.592 CAR,2SC,1.765 CY	0.628
80	904	9th FLOOR	70.065	-	7.170	7.978	0.592 CAR,2SC,1.765 CY	0.928
81	905	9th FLOOR	86.106	7.665	5.136	9.587	0.592 CAR,2SC,1.765 CY	1.141
TOTAL			3675.690	172.683	255.366	361.624		48.093
NET TOTAL			6,826.770	460.620	452.115	627.488		90.000

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6ECC/2096
90/62

FIFTH :

The family units are described herein above. All the family units are regular shaped apartments having an area as shown above. The size and dimensions of those units are shown in Exhibit - A of this deed.

COMMON AREAS AND FACILITIES :

i) The parcel of the land described as per para first of this form-A
ii) Lobby Area
iii) Open Area
iv) Electric and plumbing network throughout the building.
v) Foundations, main walls, columns, beams, passages etc.
vi) Open & Covered parking facilities, i.e. one parking slot for one flat which may be open or covered which would be decided by Grantor through lucky draw and the final decision would be taken by the Grantor.
vii) Stair case upto the terrace from the basement floor.
viii) Underground sump, pumps and Water tank on terrace.
ix) Compound wall around the plot.
x) Lifts.
xi) Garden with playarea.
xiv) Gates for ingress and egress.
xvi) In general all apparatus and installations existing for common use.

The Grantor has also constructed an adjacent Phase I building, and the access etc are common to buildings of both the Phases. Thus Gymnasium and other amenities of Phase I building shall be available for use for the occupants of Phase II building also.

STATEMENT OF COMMON AREA & FACILITIES

1. LOBBY AREA 647 sq mtr
2. STAIRCASE AREA 615 sq mtr
3. LIFT 219 sq mtr
4. OPEN GARDEN/ OPEN AREA 1,154 sq mtr
5. TERRACE 798 sq mtr

THE FOLLOWING FACILITIES ARE RESTRICTED COMMON AREAS AND FACILITIES :

Terrace on Tenth Floor (above Apartment Nos. 901, 902, 903, 904 on Ninth Floor in Wing D and also Apartment Nos. 901, 902, 903, 904, 905 in Wing E) is reserved for Grantor and / or M/s KUKREJA INFRASTRUCTURES for making further construction of additional floors.

That, the Grantor shall have right to allow any persons to use the said terrace or any part of it for any purpose including installation of telecommunication equipments, machinery, hoardings, mobile towers etc. The Grantor also has absolute right to utilize and sale / transfer future FSI in respect of the said property. The Grantor shall be at liberty and entitled to erect additional floors and in such a case, the undivided share of each Apartment would be reduced proportionately.

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99/62

That, the Grantor has already submitted a revised building plan / also going to submit another revised building plan to the office of Nagpur Municipal Corporation / Nagpur Improvement Trust / Planning Authority for further construction of additional floors. In such a case, this Deed of Declaration would also be amended / corrected and in any case, the undivided share in land of all the apartments would be reduced proportionately.

THAT even after the sale of all the units by the GRANTOR, the GRANTOR shall still have the right to use and enjoy the Society office, gymnasium, swimming pool, garden with playground, club-house etc for all times to come, subject to the payment of the usage charges as may be decided by the GRANTOR with the nominee of the apartment owners. This right of usage and enjoyment of the said common areas and facilities shall be available to the GRANTOR as well as its partners, their legal heirs, nominees, relatives etc. The said charges for the use of the said facilities shall also be payable by the apartment owners desirous to use the same so as to maintain the said facilities.

SIXTH :

a) THAT the right, title and interest of each owner of a family unit in the general common areas and facilities listed above in para FIFTH and their proportionate share in the profits and common expense on the said general common areas and facilities, for voting purposes in the meeting of the Association of Apartment owners of **"SUN CITY-Phase II"** Condominium shall be undivided proportionate share relatable to the permissible F.S.I. and built up area of the apartments owned by the respective owner.

b) The proportionate representation for voting purposes as provided in (a) hereof may be limited in accordance with the provisions of the Bye - Laws attached herewith.

c) Apartment/Apartments and the percentage of undivided interest in the common areas and facilities appertaining on the date of this declaration.

SEVENTH :

THAT the administration of **"SUN CITY-Phase II"** condominium consisting as aforesaid of the building and parcel of part of the total said plots described in paragraph First, Second 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.



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 unit of the first, second, third AND fourth floor may be conveyed and registered as undivided properties capable of independent use, on account of each having its own exit to common area and facilities 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 common areas and facilities and/or restricted common areas and facilities.

NINTH :

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 Deeds of Apartment under Section 13(5), the value of **"SUN CITY Phase II"**condominium is described as follows:

Parcel of land described in paragraph first to fourth hereof is valued at **Rs. 2,46,00,000/- (Rs. Two Crore Forty Six Lakh).**

TENTH :

THAT so long as the Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of this deed and the byelaws 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 assigned to the Association by reason of the establishment **"SUN CITY-Phase II".** Even after the GRANTOR disposes of all the family units, it shall remain as the Chairman of the Board till the time, it deems fit.

ELEVENTH :

THAT the General common areas, facilities shall remain undivided and no owner shall bring any action for partition or division thereof. The general maintenance of the building (excluding the internal maintenance of the apartments) shall be done by "**SUN CITY-Phase II** Users Association" comprising of a Permanent Chairman from the side of the Grantor and a Working Chairman from the side of the apartment owners. The permanent chairman cannot be removed from the said Association in whatever way and he shall have control over the manner the maintenance is being done by the working chairman. The general maintenance of the building shall be done from out of the common fund formed by the deposit of **Rs. 2,25,000/- (Rs. Two Lakh Twenty Five Thousand)** by each apartment purchaser. The said fund is to be deposited in any bank as decided by the Grantor and the interest to be received therefrom is to be utilized towards the general maintenance of the building. If there is a major expenditure towards the maintenance, the Association may proportionately collect any such further amount to meet the said future uncertain expenditure, so as not to disturb the present deposit amount. Similarly, if the interest amount is not sufficient to meet the expenditure of

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93/82

the general maintenance, the Association may collect further deposit amount for depositing in the Bank. Till there is a nominee from the side of the apartment owners, the Grantor alone shall do the maintenance of the building and manage the said fund.

TWELFTH :

THAT the percentage of the undivided interest in the general common areas and facilities and restricted areas established herein can be changed by the Grantor in case of revision of building plan by executing and registering an Amendment Deed to the Deed of Declaration. The general common areas, facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

THIRTEENTH :

THAT the undivided interest in the general common 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 provision of the deed, the Byelaws, decision and resolution of the Association of Apartment owners or its representatives and failure to comply with any such provision, decisions or resolution, shall be ground for an action to recover some dues for damages or for injunctive relief.

FIFTEENTH :

All taxes, common electricity bills, water bills, N.I.T. ground rent, corporation taxes and all other common dues shall be paid proportionately by the apartment owners.

SIXTEENTH :

All sums assessed by the association but unpaid for the share of the common expenses to any family unit shall constitute a charge on such family unit prior to all other charges.

SEVENTEENTH :

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 or any of the family unit of the building or the mere act of the occupancy of any of the said unit shall signify that the provisions of this Deed are accepted and ratified. 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 obligation, the apartment owners of the respective family unit shall have the absolute right to lease such unit or give it on leave and license or care-taker basis in mode subject to the covenants and restriction contained in this declaration and further subject to the Bye-Laws in Exhibit-B attached hereto.

EIGHTEENTH :

THAT if the property, subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed, the repairs / reconstruction of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970. The said repairs / reconstruction shall be done by the Grantor only or its nominee.

NINETEENTH :

THAT where a family unit is sold by a mortgagee in exercise of his powers of sale under an English mortgage or by court in Execution of a decree in a suit brought by a mortgagee against the owner of such family unit, then neither the mortgagee nor the purchaser who derives title to the family unit as such sale or his successors or assigns shall be liable for assessments by the association which became due prior to the acquisition of the title by such acquirer, it being understood, however, that the above shall not be constructed to prevent the Association of Apartment Owners from filing and claiming charge for such assessment and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

The Grantor can take loan upon the maintenance amount deposited with the bank for its use and the grantor shall be liable to pay the interest accruing over it to the said bank. Responsibility of paying loan and interest over it shall be that of the Grantor. The interest of Fixed Deposit shall be utilized for the maintenance of the building.

TWENTIETH :

THAT in voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessment by the association of Apartment Owners against the latter for his share of the common expenses up to the time of the grant of conveyance without prejudice to the grantee's right to recover from the Grantor the amount paid by the grantee thereof. 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 for the amount of the unpaid assessment 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 care for, any unpaid assessment made by the Association of Apartment Owners against the Grantor in excess of the amount therein set forth.

TWENTY FIRST :

THAT the Manager or Board of Managers of the Association shall obtain and continue in effect blanket property insurance in from and amounts satisfactory to mortgages holding first mortgages covering family unit but without prejudice to the right of the owners of a family unit to obtain individual unit insurance.

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TWENTY SECOND :

THAT the Insurance Premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessment levied by the Association of Apartment Owners and that such payment shall be held in separate account of the association and used solely for the payment of the blanket property insurance premium become due.

TWENTY THIRD :

THAT, the Apartment owners shall have to take written no objection certificate from the Grantor in case they want to sell their apartment so as to maintain the homogeneity.

TWENTY FOURTH :

THAT, the terrace area above the present third floor or the revised floor shall be the property of the Grantor forever and in case of increase in the F.S.I., the Grantor shall be at liberty and entitled to erect additional floor and in such a case, the undivided share of Apartments would be reduced proportionately and for that if there is any prior agreement or registered document, no need to take N.O.C. from the flat purchaser would be required.

TWENTY FIFTH :

THAT, the Apartment Owners shall not be allowed to do any type of commercial activity in the Apartments in any manner whatsoever.

TWENTY SIXTH :

THAT, in case the building is demolished for whatever reason and a new building is sought to be constructed or the existing building is sought to be re-constructed, such construction or re-construction, renovation etc shall be done by the Apartment Owners only through the Grantor and the decision of the Grantor in this respect shall be final and binding upon the apartment owners. The increased FSI shall belong to the Grantor. The terrace shall also belong to the Grantor.

THAT, the contents hereby stated shall be taken to be correctly described and if any mis-statement, error or omission shall be discovered, the same shall not annul this Deed nor shall any compensation be allowed in respect thereof but the same shall always be subject to correction by the Grantor hereto.

THAT, the Grantor has executed a power of attorney dated 21.01.2015 for presentation in favour of Shri Surendra s/o Nathumal Dholwani duly registered at Serial No. 727 before the Sub-Registrar, Nagpur-1.

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IN WITNESS WHEREOF THE, Grantor named above have hereto signed this Deed on the day above written in presence of the witnesses.

M/s KUKREJA INFRASTRUCTURES
THROUGH ITS PARTNER,



SHRAWAN s/o. GHANSHYAMDAS KUKREJA
THE GRANTOR

WITNESSES :

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EXHIBIT - B
BY - LAWS OF
"SUN CITY – Phase II"
CHAPTER - 1

1. Short title and application :

These Bye - laws may be called as the Bye - laws of **"SUN CITY – Phase II".**

All the present and future owners, tenants, future tenants or their employees or any other person that might use the facility of the buildings in any manner and subject to the regulations set- forth in these by - laws.

The mere acquisition or rental or taking on license of any of the family unit (hereinafter referred to as "UNITS") of the building or mere act of occupancy of any of the said unit will signify that these bye- laws are accepted and will be compiled with.

2. (i) Definitions :

In these bye-laws, unless the context requires otherwise:

a. "Act" means the Maharashtra Apartment Ownership Act, 1970

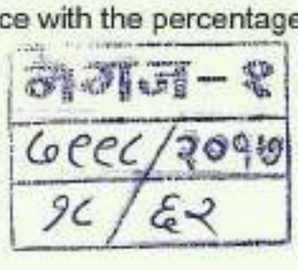
b. "Association" means the Association of all the Apartment owners constituted by such owners for the purpose of the **"SUN CITY – Phase II"**.

c. "Board" means a Board of Managers consisting of five persons, all of whom shall be owners of Apartment in the **"SUN CITY – Phase II".** Its permanent Chairman shall be the Grantor, i.e. Partner of M/s Kukreja Infrastructures. The permanent Chairman cannot be removed from the Board.

d. "Building" means the building located on ALL that piece & parcel of the land bearing **Plot Nos. 4 and 5** each admeasuring 1300 sq mtr and 1250 sq mtr respectively total admeasuring 2550 sq mtr out of sanctioned layout known as DIXIT NAGAR situated at Mouza NARI, bearing City Survey no. 418, Sheet no. 903/77, 908/74, 908, 911, 919, 920/55, out of Khasara No. 41/2, 48, 50, 52/1, 53, 56/1, 56/2, 57, 81/1 and 82, P. H. No. 11, Corporation House No. 2167/4+5, Ward No. 57 (old), 3 (new), Division No. 20, Circle No. 8, at Dixit Nagar, Nari, Nagpur, Tahsil and District Nagpur and known as **"SUN CITY Phase II APARTMENTS CONDOMINIUM"**.

e. "Declaration" means the declaration, which the original owner of the building has executed and registered as provided in Section 2.

f. "Majority of Owners" means owners holding 51 percent of the votes in accordance with the percentage assigned in the Declaration.



g. "Owner or Apartment Owner" means the person owning and apartment in the **"SUN CITY Phase II"** CONDOMINIUM"

h. "Section" means the section of the Act.

I. "UNIT" means a family unit in the **"SUN CITY Phase II".**

j. "Registrar" means the registrar of Co-operative societies.

Words and expression used in these bye-laws but not defined therein shall have the meaning respectively assigned to them in the Act.

3. Apartment Ownership :

The building is located on the plots of land described above & known as **"SUN CITY Phase II"** condominium is submitted to the provisions of the Act.

4. Objects of Association :

(i) The objects of the Association shall be :

a. To be and to act as association of owners of the apartment of the building called **"SUN CITY Phase II"** standing on the above address (hereinafter called "the said building") who have filed their respective declaration submitting their apartments to the provisions of the Act.

b. To invest or deposit moneys.

c. To provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the Apartment Owners and if necessary by raising loans for that purpose.

d. To retain and rent or license, if possible suitable portion of the common areas to outsiders for commercial purposes, and to distribute the profits left after deducting the common expenses amongst the Apartment Owners common profits or accumulate the same for building up a reserve fund.

e. To provide for and do all and any of the matters provided in sub-section (2) of Section 16.

f. To advance with the consent of the Apartment Owners, any short term, long term to any Apartment Owner in case of any emergent necessity and to provide for the repayment thereof in lump sum or in installments.

g. To establish and carry on, its own account or jointly with individuals or institutions, educational, physical, social or recreational activities for the benefits of the Apartment Owners.

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h. To frame rules, with the approval of the general meeting of the association and after consulting the competent authority and may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association.

i) To do all things necessary and or otherwise provided for their welfare expedient for the attainment of the object specified in these bye-laws.

(ii) The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purpose.

5. Members of Association :

i) All persons who have purchased Rooms/Apartments in the **"SUN CITY Phase II"** CONDOMINIUM and executed respective DEEDS OF APARTMENT under section 5 submitting their apartment to provisions of the Act shall pay the sum of Ten Rupees as entrance fees and purchase at least one share of the face value of Rs. 100/- each. Each apartment owner shall receive a copy of the byelaws on payment of Rs. 1,000/-.

(ii) Upon any Apartment owner selling his Rooms/Apartment or absolutely conveying the same by way of gift, will, etc the purchaser, donee etc shall automatically become a member of the association, and shall be admitted as member on payment of the entrance fee of Ten Rupees. The shares held by the Apartment owner shall be transferred to the name of such purchaser or donee on payment of Rs. 10,000/- as membership fee to the Association.

(iii) On the death of Apartment owner, his/her Apartment shall be transferred to the person or persons to whom he/she bequeath the same by his/her will or to the legal representatives of his/her estates, in case he/she has not made any specific bequest of the apartment. The name of the legatee or the name of the legal representatives jointly shall be entered in the registrar of the apartment owners maintained by the Secretary. Where any legatee is a minor, the Apartment owner shall be entitled to appoint a guardian of such minor.

6. Joint Apartment Owner :

Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.

7. Holding of one share compulsory :

Every Apartment owner must hold at least one share of the Association (Joint apartment owner holding the share jointly.)

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