

266/4864

पावती

Original/Duplicate

Wednesday, December

नोंदणी क्र.: 39म

09, 2020

11:17 AM

Regn.: 39M

पावती क्र.: 6821 दिनांक: 09/12/2020

वावाचे नाव: हिवरी

दस्तावेजाचा अनुक्रमांक: नगन3-4864-2020

दस्तावेजाचा प्रकार: धोषवाचन

पादर सततदास बोरा, ननिता सततदास बोरा, सतुल सततदास बोरा, उरण सततदास बोरा, जिग्ना ललित बोरा, नतेश रमनीकलास बोरा, कविता लतेश बोरा, प्रेरित किर्तीकुमार बोरा जितेंद्र चंद्रकांत सावडिया, पारस विपिनचंद मेहता, अशोक नवलचंद भयानी, प्रविणा अशोक भयानी, तेजस अशोक भयानी, सुशबु तेजस भयानी सर्वां तर्फे आमु ललित अनंतदास बोरा

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 1040.00

मुद्रांची संख्या: 52

DELIVERED

एकूण:

रु. 1140.00

आपणास भूळ दस्त, खंबनेल प्रिंट, सूची-२ अंदाजे

11:31 AM ह्या वेळेस मिळेल.

NGP3

बाजार मुल्य: रु. 1/-

मोनदला रु. 0/-

भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: DHC रकम: रु. 1040/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0812202011993 दिनांक: 09/12/2020

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 100/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH008043951202021E

दिनांक: 09/12/2020

बँकेचे नाव व पत्ता:

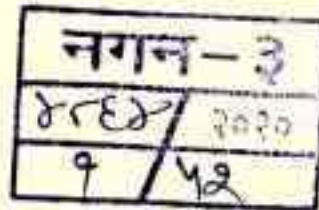


CHALLAN
MTR Form Number-6



GRN	MH008043951202021E	BARCODE			Date	08/12/2020-18:28:26		Form ID	25.3		
Department Inspector General Of Registration					Payer Details						
Stamp Duty					TAX ID / TAN (If Any)						
Type of Payment Registration Fee					PAN No.(If Applicable)						
Office Name NGP6_JT NAGPUR NO 6 SUB REGISTRAR					Full Name		SMT VANITA ANANTRAI VORA				
Location NAGPUR					Flat/Block No.		HIWARI				
Year 2020-2021 One Time					Premises/Building						
Account Head Details				Amount in Rs.	Road/Street		NAGPUR				
0030046401 Stamp Duty				100.00	Area/Locality		NAGPUR				
0030063301 Registration Fee				100.00	Town/City/District						
					PIN		4 4 0 0 0 8				
					Remarks (If Any)						
					SecondPartyName=SHRI LALIT ANANTRAI VORA-CA=1-Marketval=1						
					Amount In		Two Hundred Rupees Only				
Total				200.00	Words						
Payment Details STATE BANK OF INDIA					FOR USE IN RECEIVING BANK						
Cheque-DD Details					Bank CIN	Ref. No.	00040572020120899513		CKO6599238		
Cheque/DD No.					Bank Date	RBI Date	08/12/2020-18:24:27		Not Verified with RBI		
Name of Bank					Bank-Branch		STATE BANK OF INDIA				
Name of Branch					Scroll No. , Date		Not Verified with Scroll				

Department ID : Mobile No. : 9373103103
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चालन केवल दुर्यस निबंधक कार्यालयात नोंदणी करायवाल्या दस्त्यासाठी लागू आहे. नोंदणी न करायवाल्या दस्त्यासाठी सदर चालन लागू नाही.



नगन-३	
४८६४	२०२०
२	५२



DEED OF DECLARATION IN FORM "A"

[UNDER MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970]

IN THE CITY OF NAGPUR TAHSIL AND DISTRICT
NAGPUR within the limits of Nagpur Municipal Corporation, on this
9th day of DECEMBER 2020 BY

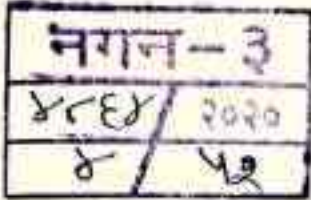
01. **SMT. VANITA W/O ANANTRAI VORA**, aged about 72 years, {PAN : AATPV3983E} {UID : 8708 8039 6712}
 02. **SHRI PRAFUL S/O ANANTRAI VORA**, aged about 54 years, {PAN : AATPV3985C} {UID : 8006 1865 8408}
 03. **SHRI TARUN S/O ANANTRAI VORA**, aged about 51 years, {PAN : AATPV3982F} {UID : 4070 1739 4225}
 04. **SHRI LALIT S/O ANANTRAI VORA**, aged about 49 years, {PAN : AATPV3986B} {UID : 6084 8641 8429}
 05. **SMT. JIGNA W/O LALIT VORA**, aged about 47 years, {PAN : AAVPV5449B} {UID : 8780 3263 3566}
- All Occupation : Business, Resident of Royal Empress City, Gandhi Sagar Road Lake, Nagpur - 440018
06. **SHRI LATESH S/O RAMNIKLAL VORA**, aged about 49 years, {PAN : AAGPV4945D} {UID : 7348 0642 1853}
 07. **SMT. KAVITA W/O LATESH VORA**, aged about 46 years, {PAN : ADIPV8696A} {UID : 8115 2493 3163}
 08. **SHRI PRERIT S/O KIRTIKUMAR VORA**, aged about 31 years, {PAN : AGHPV0837H} {UID : 4975 7598 0381}
- All Occupation : Business, Resident of 195, Suramya, Garudkhamb Road, Behind Cjhandak X-ray Clinic, Central Avenue, Nagpur - 440002
09. **SHRI JITENDRA S/O CHANDRAKANT SAVADIA**, aged about 48 years, Occupation : Business, Resident of 106, Wardhaman Nagar, Nagpur - 440008, {PAN : ABIPS9807J} {UID : 5534 1555 9737}
 10. **SHRI PARAS S/O VIPINCHANDRA MEHTA**, aged about 48 years, Occupation : Business, Resident of 401, Ashish Tower, Lakadganj, Telephone Exchange Square, Central Avenue, Nagpur - 440008, {PAN : ADJPM4904D} {UID : 4833 9418 6887}

नगन-३

४८४/२०२०



11. **SHRI ASHOK S/O NAVALCHAND BHAYANI**, aged about 76 years, {PAN : ABRPB2760N} {UID : 2835 8043 9310}
12. **SMT. PRAVINA W/O ASHOK BHAYANI**, aged about 72 years, {PAN : ABRPB2644M} {UID : 7533 3115 9182}
13. **SHRI TEJAS S/O ASHOK BHAYANI**, aged about 39 years, {PAN : ADRPB0578N} {UID : 5979 4988 2523}
14. **SMT. KHUSHBU W/O TEJAS BHAYANI**, aged about 39 years, {PAN : AJRPB5775B} {UID : 2067 7682 8217}



All Occupation : Business, Resident of 1281, Deshpande Lay Out, Nagpur - 440008

All acting through constituted attorney **SHRI LALIT S/O ANANTRAI VORA**, aged 49 years, Resident of Royal Empress City, Gandhi Sagar Road Lake, Nagpur and **SHRI TEJAS S/O ASHOK BHAYANI**, aged 39 years, Resident of 1281, Deshpande Lay Out, Nagpur,

01 to 14 are the co-owners of ALL THAT piece and parcel of land bearing Plot No. 219-B, admeasuring about 2884.299 Sq. Mtrs. (31046.59 Sq. Ft.) being southern portion original leasehold Plot bearing No. 219, admeasuring about 4278.149 Sq. Mtrs. i.e. about 46050.00 Sq. Ft., in Central Road Section III Scheme of N.I.T. in Kh. No. 7 of Mauza : HIWARI, bearing City Survey No. 52, Sheet No. 1055/3, Municipal House No. 832, Ward No. 23 situated at Small Factory area, Bhandara Road, Nagpur within the limits of Nagpur Municipal Corporation Tahsil and District : Nagpur, herein after known and referred to as "**THE GRANTOR/S**" who are fully empowered and qualified to execute this DEED do hereby state :-

FIRST :-

THAT, the GRANTOR/S owns the following land situated within the limits of Nagpur Municipal Corporation, Tahsil and District : Nagpur, which is described as follows:

ALL THAT piece and parcel of land bearing Plot No. 219-B, admeasuring about 2884.299 Sq. Mtrs. (31046.59 Sq. Ft.) being southern portion original leasehold Plot bearing No. 219, admeasuring about 4278.149 Sq. Mtrs. i.e. about 46050.00 Sq. Ft., in Central Road Section III Scheme of N.I.T. in Kh. No. 7 of Mauza : HIWARI, bearing City Survey No. 52, Sheet No. 1055/3, Municipal House No. 832, Ward No. 23 situated at adj to Sambhavnath Jain Mandir, Small Factory area, Bhandara Road, Nagpur within the limits of Nagpur Municipal Corporation Tahsil and District : Nagpur and the entire land is bounded as under :

ON THE NORTH	:	NEW PLOT NO. 219-A I.E. PORTION OF OLD PLOT NO. 219 OWNED BY KIRTI-KUMAR R. VORA & SHRI LATESH R. VORA
ON THE EAST	:	PLOT NO. 220
ON THE WEST	:	PLOT NO. 218
ON THE SOUTH	:	BHANDARA ROAD

SECOND:-

THAT, the GRANTOR/S purchased the portion of said land admeasuring 2884.299 Sq. Mtrs. (31046.59 Sq. Ft.) from M/s Nandkishore Properties by Sale Deed dt. 31.12.2013 registered with Sub Registrar, Nagpur - 6 at Book No. 1 at Sr. No. 334 dt. 16.01.2014 and the GRANTOR/S through their Association of Person Latesh Ramniklal Vora And others are constructing / developing a multi-storeyed building for and on behalf of the Block/Apartment/Flat Owners on the said land described above a building known and styled as JAINAM HEIGHTS according to plan attached hereto as "EXIBIT-A" which is duly approved and sanctioned by the Assistant Director, Town Planning, Nagpur Municipal Corporation, Nagpur vide Building Permit No. 107/BP/Hiwari/TP/NMC/969 dt. 24.07.2020 and which is made a part hereof. The Postal Address of the Building is as follows:

"JAINAM HEIGHTS"
Adj. to Sambhavnath Jain Mandir,
Wardhaman Nagar,
Bhandara Road, Nagpur - 440008

THIRD:-

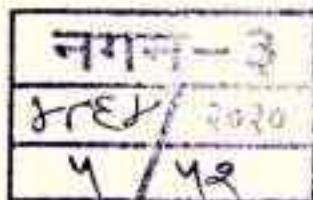
THAT, the said proposed building is known and styled as "JAINAM HEIGHTS" consists of Basement Floor, Ground Floor, and upper floors.

On the Basement and Ground Floor the Parking for Residential Units are provided.

That there are Three Residential Apartments and Multipurpose Hall & one Gymnasium, Two Commercial Units on the First Floor.

That in the building there are Five Residential Units Apartments each on the Second Floor to Twelfth Floor.

All the Residential Units shall be used for Residential purposes. All the Floors are capable of individual utilisation on account of having their own exits to common areas and facilities of the Building. These Apartments will be sold to one or more owners each owners obtaining a particular and exclusive property right thereto and each Apartment constituting a heritable and transferable rights within the meaning of any law for the time being in force in the State of Maharashtra (hereinafter referred to as "FAMILY UNIT") and also Undivided interest in the General Common Areas and Facilities of the Building as listed here-in-after in this Deed necessary for their adequate use and beneficial enjoyment and hereafter referred to as "GENERAL COMMON AREAS AND FACILITIES" all of the above in accordance with Maharashtra Apartment Ownership Act, 1970.



FOURTH:-

That in the said Building the Parking is provided on the Basement and Ground Floor for the Apartment is provided, On the upper Floor (Ground to Twelfth Floor) the Built up area is of 9850.0145 Sq. Mtrs. THAT total area of all the floors as described here-in-below and includes common area, Balcony, Staircase, lift, lobby & Double Height Terrace etc.

FIFTH:-

[1] THAT, this Condominium shall be known as "JAINAM HEIGHTS" consisting of the family Units and Common Areas and facilities of the Building area as under:

BUILT UP UNITS IN BUILDING:

That there are 3 (Three) Residential Apartment Units on the First Floor are numbered as 101, 102 and 103.

That, there are 5 (Five) Residential Apartment Unit on the Second Floor which are numbered as 201, 202, 203, 204 and 205.

That, there are 5 (Five) Residential Apartment Unit on the Third Floor which are numbered as 301, 302, 303, 304 and 305.

That, there are 5 (Five) Residential Apartment Unit on the Fourth Floor which are numbered as 401, 402, 403, 404 and 405.

That, there are 5 (Five) Residential Apartment Unit on the Fifth Floor which are numbered as 501, 502, 503, 504 and 505.

That, there are 5 (Five) Residential Apartment Unit on the Sixth Floor which are numbered as 601, 602, 603, 604 and 605.

That, there are 5 (Five) Residential Apartment Unit on the Seventh Floor which are numbered as 701, 702, 703, 704 and 705.

That, there are 5 (Five) Residential Apartment Unit on the Eighth Floor which are numbered as 801, 802, 803, 804 and 805.

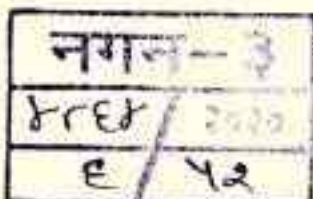
That, there are 5 (Five) Residential Apartment Unit on the Ninth Floor which are numbered as 901, 902, 903, 904 and 905.

That, there are 5 (Five) Residential Apartment Unit on the Tenth Floor which are numbered as 1001, 1002, 1003, 1004 and 1005.

That, there are 5 (Five) Residential Apartment Unit on the Eleventh Floor which are numbered as 1101, 1102, 1103, 1104 and 1105.

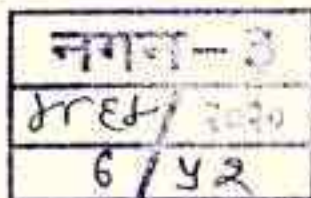
That, there are 5 (Five) Residential Apartment Unit on the Twelfth Floor are numbered as 1201, 1202, 1203, 1204 and 1205.

Thus, there are in all Fifty Eight (58) Residential Apartments / Residential Family Units in the said Building and One Multi purpose and one Gymnasium Space in the said Building. The Family Units (Apartments) are described here in below and includes Living, Drawing, Dining, Kitchen, Bedrooms W.C., Bath, Passage Lobby etc. The measurements of Family Units includes the measurements of Drawing Room, Kitchen, Bedrooms, Passage, Toilets etc., and all the outside Wall and Centre of the Block Partition Walls, All these Apartments have an access to the Common area land and main door of each Apartment having access to staircase.

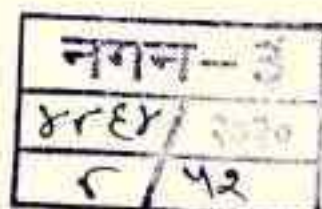


DETAILS OF UNITS

UNIT NO.	CARPET AREA OF APARTMENTS	B/U AREA OF APARTMENTS	COMMERCIAL B/U AREA SHARE IN ALL APARTMENTS	COMMERCIAL EXCESS BAL. AREA TAKEN IN B/U SHARE IN ALL APARTMENTS	COMMON GROUND FL. AREA IN B/U SHARE IN ALL APARTMENTS	TOTAL B/U AREA ONLY	LAND SHARE IN %
	SQ.M.	SQ.M.	SQ.M.	SQ.M.	SQ.M.	SQ.M.	
FIRST FLOOR							
101	191.8073	196.2900	7.83893	0.96946	1.37281	206.4712	1.956
102	130.4352	133.0569	5.31369	0.65716	0.93057	139.9583	1.326
103	125.6573	130.9026	5.22766	0.64652	0.91551	137.6923	1.304
SECOND FLOOR							
201	190.4665	196.2900	7.83893	0.96946	1.37281	206.4712	1.956
202	191.5495	197.3700	7.88206	0.97479	1.38037	207.6072	1.967
203	189.6740	195.9955	7.82717	0.96800	1.37075	206.1614	1.953
204	128.7175	133.0569	5.31369	0.65716	0.93057	139.9583	1.326
205	126.2344	130.9026	5.22766	0.64652	0.91551	137.6923	1.304
THIRD FLOOR							
301	190.2720	196.2900	7.83893	0.96946	1.37281	206.4712	1.956
302	191.9019	197.3700	7.88206	0.97479	1.38037	207.6072	1.967
303	189.2576	195.9955	7.82717	0.96800	1.37075	206.1614	1.953
304	128.8024	133.0569	5.31369	0.65716	0.93057	139.9583	1.326
305	125.7707	130.9026	5.22766	0.64652	0.91551	137.6923	1.304
FOURTH FLOOR							
401	190.4665	196.2900	7.83893	0.96946	1.37281	206.4712	1.956
402	191.5495	197.3700	7.88206	0.97479	1.38037	207.6072	1.967
403	189.6740	195.9955	7.82717	0.96800	1.37075	206.1614	1.953
404	128.7175	133.0569	5.31369	0.65716	0.93057	139.9583	1.326
405	126.2344	130.9026	5.22766	0.64652	0.91551	137.6923	1.304
FIFTH FLOOR							
501	190.2720	196.2900	7.83893	0.96946	1.37281	206.4712	1.956
502	191.9019	197.3700	7.88206	0.97479	1.38037	207.6072	1.967
503	189.2576	195.9955	7.82717	0.96800	1.37075	206.1614	1.953
504	128.8024	133.0569	5.31369	0.65716	0.93057	139.9583	1.326
505	125.7707	130.9026	5.22766	0.64652	0.91551	137.6923	1.304
SIXTH FLOOR							
601	190.4665	196.2900	7.83893	0.96946	1.37281	206.4712	1.956
602	191.5495	197.3700	7.88206	0.97479	1.38037	207.6072	1.967
603	189.6740	195.9955	7.82717	0.96800	1.37075	206.1614	1.953
604	128.7175	133.0569	5.31369	0.65716	0.93057	139.9583	1.326
605	126.2344	130.9026	5.22766	0.64652	0.91551	137.6923	1.304
SEVENTH FLOOR							
701	190.2720	196.2900	7.83893	0.96946	1.37281	206.4712	1.956
702	191.9019	197.3700	7.88206	0.97479	1.38037	207.6072	1.967
703	189.2576	195.9955	7.82717	0.96800	1.37075	206.1614	1.953
704	128.8024	133.0569	5.31369	0.65716	0.93057	139.9583	1.326
705	125.7707	130.9026	5.22766	0.64652	0.91551	137.6923	1.304



EIGHTH FLOOR							
801	190.4665	196.2900	7.83893	0.96946	1.37281	206.4712	1.956
802	191.5495	197.3700	7.88206	0.97479	1.38037	207.6072	1.967
803	189.6740	195.9955	7.82717	0.96800	1.37075	206.1614	1.953
804	128.7175	133.0569	5.31369	0.65716	0.93057	139.9583	1.326
805	126.2344	130.9026	5.22766	0.64652	0.91551	137.6923	1.304
NINETH FLOOR							
901	190.2720	196.2900	7.83893	0.96946	1.37281	206.4712	1.956
902	191.9019	197.3700	7.88206	0.97479	1.38037	207.6072	1.967
903	189.2576	195.9955	7.82717	0.96800	1.37075	206.1614	1.953
904	128.8024	133.0569	5.31369	0.65716	0.93057	139.9583	1.326
905	125.7707	130.9026	5.22766	0.64652	0.91551	137.6923	1.304
TENTH FLOOR							
1001	190.4665	196.2900	7.83893	0.96946	1.37281	206.4712	1.956
1002	191.5495	197.3700	7.88206	0.97479	1.38037	207.6072	1.967
1003	189.6740	195.9955	7.82717	0.96800	1.37075	206.1614	1.953
1004	128.7175	133.0569	5.31369	0.65716	0.93057	139.9583	1.326
1005	126.2344	130.9026	5.22766	0.64652	0.91551	137.6923	1.304
ELEVENTH FLOOR							
1101	190.2720	196.2900	7.83893	0.96946	1.37281	206.4712	1.956
1102	191.9019	197.3700	7.88206	0.97479	1.38037	207.6072	1.967
1103	189.2576	195.9955	7.82717	0.96800	1.37075	206.1614	1.953
1104	128.8024	133.0569	5.31369	0.65716	0.93057	139.9583	1.326
1105	125.7707	130.9026	5.22766	0.64652	0.91551	137.6923	1.304
TWELTH FLOOR							
1201	190.4665	196.2900	7.83893	0.96946	1.37281	206.4712	1.956
1202	191.5495	197.3700	7.88206	0.97479	1.38037	207.6072	1.967
1203	189.6740	195.9955	7.82717	0.96800	1.37075	206.1614	1.953
1204	128.7175	133.0569	5.31369	0.65716	0.93057	139.9583	1.326
1205	126.2344	130.9026	5.22766	0.64652	0.91551	137.6923	1.304
Total	9537.774	9850.015	393.365	48.648	68.889	10360.917	98.147
				Available			1.853
				land share			100.00
							0



RESTRICTED AREA

That the Restricted area of First Floor Apartment Nos. 101, 102 and 103 and the Restricted area of Second Floor Apartment Nos. 202 and 203 are as shown as per Plan annexed herewith and only the owners of the said Apartments shall have right to access it.

That two Common bedrooms are provided on the First Floor which shall be used by Apartment owners only and most specific the owners who are staying in the building on the chargeable basis.

That the Community hall on first floor shall be used for common functions of the Apartment Owners having common interest. The hall can be used for separate/personal individual function on chargeable basis. That the Terrace common hall to use for common interest of all the owners. Any personal use as for functions will be on availability on chargeable basis.

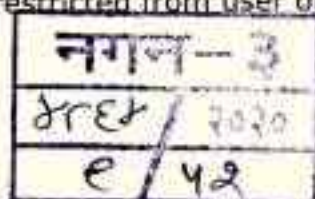
That the Gym and pool area will be use as per scheduled time line as decided by condominium for ladies and gents separately which shall be strictly followed by the Occupants.

That due to covered parking constraints (i) 4 Bedroom Apartment residential Units shall have 2 (Two) Parking Spaces multilevel parking i.e. one car parking and one additional car parking is provided by virtue of providing Car Lift / one hydraulic parking system above the said parking space and (ii) 3 Bedroom Apartment residential Units shall have 1 (One) Parking Space.

The General Amenity Facility Space as per sanctioned Plan shall be treated as Common Amenity Facility Space which is located at Terrace shall be used by the Residential Apartment Owners.

That Internal Road on the side margin on the Eastern portion of the entire land leading from southern side to northern side of the plot of land being the approach to the adjacent Plot No. 219-A, being owned by Shri Kirtikumar Ramniklal Vora, Shri Lateshkumar Ramniklal Vora shall be the permanently access road for land of Plot No. 219-A had been provided. That the members of the JAINAM CONDOMINIUM shall not obstruct nor shall take any objections for the said Internal Approach Road for the movement of the men/vehicles of owners of Plot No. 219-A nor shall demand / charge any maintenance towards the use of the side margin on eastern portion from owners of Plot No. 219-A nor the members of the JAINAM CONDOMINIUM shall park their vehicles for all times to come. That the common boundry wall on the Northside of Jainam Heights is erected jointly by owners of Plot No. 219-A and Plot No. 219-B and all expenses towards the maintenance / repairs of Boundry Wall in future shall be borne by both the owners equally.

That all the members of the JAINAM CONDOMINIUM shall have no right to delete / amend / modify the aforesaid restrictive clause at any time in future. This is a permanent / perpetual arrangement as decided while purchase of the entire Plot No. 219. That at no point of time the owners of adjacent subdivided Plot No. 219-A shall be restricted from user of the said internal approach road.



GENERAL RESTRICTIONS / OBLIGATIONS
IN RESPECT OF OTHER FACILITIES :

01. That for the safety and all other precautionary measures, a separate Agency/ Contractors shall be appointed time to time by the Governing board after taking into consideration the suggestions of the Apartment owners in respect of the repairing and/or Plumbing Work or / as well as for Electrical work for the entire building. The individual works in individual Apartment shall be carried out by the said appointed Agency / Contractor alone who has been awarded the said work of the building. That the Association may appoint the common packed Milk Vendor, Newspaper and Magazine distributor, Ironing shop within the premises, or any other essential items for the convenience of the members of the Association, then the members shall have to get services provided by them only.

02. That the ALLOTTEE/PURCHASER/S shall use the Apartment only for purpose of residence. That no Apartment Owner shall use the same for any commercial activities like to run Tution Class, Mehandi Class, Sangeet (Music) Class etc. or to use the same as Guest House, Rest House, working class men/women Hostel etc. and also other activities which cause nuisances to the occupants of the JAINAM APARTMENT CONDOMINIUM nor shall use the Apartment for any activities which are termed as illegal under any other provisions of Land Law.

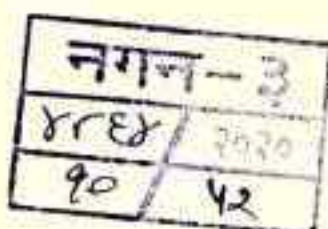
03. That, if any Apartment owner/s desirous to lease out the Apartment or to give the Apartment on short term Leave and License basis, the same will have to be got approved from the Condominium Executive Members in meeting and after the same only with such restrictions / conditions, as imposed in the interest of the Condominium, the same may be given on lease / Leave & License.

04. The ALLOTTEE/PURCHASER shall observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the Residential Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings and also to make the payment towards the monthly / quarterly / half yearly / yearly / one time maintenance charges and/or payment towards the Corpus Fund as may be decided mutually lateron after handing over of possession of all the residential units directly to the JAINAM APARTMENT OWNERS ASSOCIATION. That the payment of maintenance charges / funds are compulsorily to be payable by members whether the Apartment owner has occupied the said Apartment or vacant. That in case of failure to make the payment of maintenance charges and/or the Corpus Fund, the member shall be restricted for using all the facilities provided inside the building and its amenities and will be liable to pay interest as may be decided by the Association time to time.

05. That all the members shall submit the details of their servants, maids, drivers to the office of the Association with their identity proof, this is for safety of the premises and members.

[2] COMMON AREAS AND FACILITIES

- i) That Parcel of land as described in Paragraph FIRST of this Deed.
- ii) Parking Facility provided to the said building as stated here-in.
- iii) Common Passage leading to the main Staircase & Fire Staircase



- iv) The following facilities are located throughout the building and shown in Exhibit - A attached hereto :-
- v) 4 Lifts and Two Staircases (inclusive of one Fire escape), main staircase which lead from Basement Floor to roof of the building.
- vi) Sump with Electric Motor and Tanks in basement for the entire building.
- vii) Electric wiring net work throughout the building.
- viii) Electric Transformer room for the entire building on ground floor. The Electric Meter Room on the Ground Floor for the Residential Apartment Units Occupants.
- ix) Plumbing network throughout the building.
- x) Necessary light and public water connections.
- xi) overhead water tanks.
- xii) Borewell in the building.
- xiii) The foundations and main walls, columns, girders, beams and roof of the building as described in the plans which form part of the Deed as Exhibit - A attached hereto.
- xiv) The common area in the entire JAINAM HEIGHTS building bifurcated as under

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Floor Name	Nos. Of Floors	Area per floor (Sq.M.)	Area (Sq.M.)	Area (Sq.Ft.)
Basement Floor				
Underground Water Tank	1	145.355	145.355	1564.601
Pump Room	1	50.690	50.690	545.627
Basement Area	1	1633.740	1633.740	17585.577
Ground floor				
Parking Area	1	926.079	926.079	9968.314
Driver's Lounge Area	1	66.215	66.215	712.738
Transformer Room	1	48.960	48.960	527.005
Entrance Lobby	1	139.421	139.421	1500.728
Commercial Staircase	1	31.616	31.616	340.315
First Floor				
Common Lobby Area	1	307.978	307.978	3315.075
GYM Area	1	277.275	277.275	2984.588
Multipurpose hall area	1	167.220	167.220	1799.956
Utility area	1	17.479	17.479	188.144
Common Bedroom & Toilet	1	55.960	55.960	602.353
Commercial Staircase	1	49.000	49.000	527.436
2nd,3rd, 4th,5th, 6th,7th, 8th,9th,10th,11th,12th Floor				
Common Lobby	11	146.553	1612.083	17352.461
Terrace Floor				
Common Lobby	1	108.124	108.124	1163.847
Regular Staircase	15	21.773	326.595	3515.469
Fire escape Staircase	14	27.322	382.508	4117.316

SIXTH:-

(A) That the right, title and interest of each owner of a Family Unit in the General Common Areas and Facilities listed under Numbers (i) to (xii) of Sub-Paragraph (2) of Para FIFTH and their proportionate undivided share in land submitted to the Provisions of Apartment Ownership Act under this Declaration and proportionate share in the profits and common expenses in said General Common Areas and Facilities as well as proportionate representation for voting purposes in the meeting of the Association of Apartments owners of "JAINAM HEIGHTS" shall be as per their share in land.

(B) The Proportionate representation for voting purposes as provided in (A) hereof may be limited in accordance with the provisions of Bye-laws attached hereto as EXHIBIT - B.

(C) APARTMENTS and the percentage of Undivided interest in the Common Areas and Facilities appertaining to the Apartment are not encumbered in any manner whatsoever on the date of this Declaration.

SEVENTH:-

THAT administration of "JAINAM HEIGHTS" consisting as aforesaid Building and parcel of land described in Paragraphs FIRST 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:-

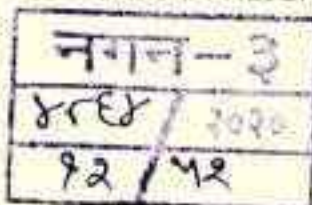
THAT as appears above a Plan of Apartment Ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970, so that the Family Units on the Upper Floors may be conveyed and registered as individual properties capable of independent use, on account of 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 over his respective family unit and in addition the specified undivided interest in the common areas and facilities.

NINTH:-

THAT for the purpose of Stamp Duty and Registration Fees to be imposed on registration of this Deed in Register of Declaration and Deed of Apartment Under Section 13[5] value of "JAINAM HEIGHTS" is described Parcel of Leased land described in Paragraph FIRST hereof and the Building described in paragraph FIFTH hereof is valued a per ready reckonor.

TENTH:-

THAT so long as the GRANTOR/S owns one or more of the family units, the GRANTOR/S shall be subject to the provisions of this Deed and of the Exhibit-A and B attached hereto, and the GRANTOR/S 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 rights, assigned to the Association by reason of the establishment of "JAINAM HEIGHTS"



ELEVENTH:-

THAT the General common areas and Facilities shall remain Undivided and no owner shall bring any action for partition or division thereof.

TWELVETH:-

THAT the percentage (%) of the Undivided interest in General Common Areas and Facilities established herein shall not be changed except with unanimous consent of all Units, Apartment owners expressed in amendment of this Deed duly registered.

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 provisions of the Deed, the Bye-laws, Decisions and resolutions of the Association of Apartment Owners or its representatives 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.

FIFTEENTH:-

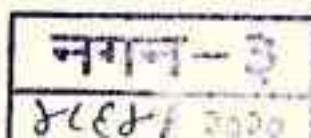
THAT the dedication of the property to the plan of Apartment Ownership herein shall not be revoked or the property removed from the Plan of Apartment Ownership or any of the provisions herein amended unless all of the apartments Owner and the Mortgagees of all the Mortgages covering the units unanimously agree to such revocation or amendment or removal of the property from the plan by duly registered instrument.

SIXTEENTH:-

THAT no apartment owner of a Family Unit may exempt himself from liability for his/her contribution towards the common expenses by waiver of use or enjoyment of any of General Common Areas and Facilities or by abandonment of his/her Family unit.

SEVENTEENTH:-

THAT all sums assessed by Association but unpaid for share of common areas expenses chargeable to any family unit, shall constitute a charge on such family units prior to all other charges except [1] charge, if any, on family unit for payment of Govt., Municipal Taxes or both, [2] all sums unpaid on first mortgages of Apartment.



EIGHTEENTH:-

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 mere acquisition or rental of any of the family units of the Building of the mere act of occupancy of any of the said units shall signify that the provisions of this Deed are accepted and ratified. The respective family unit shall not be rented or given on lease/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, compensation for any period less than thirty days,
- [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 foregoing obligations, the Apartment owners of the respective family units shall have the absolute right to lease such unit or give it on lease/leave and licence or care taker basis provided the 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 bye-laws in EXHIBIT-B attached hereto.

NINETEENTH:-

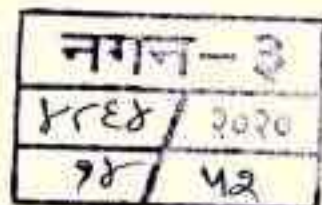
THAT if the property subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed, the repairs, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

TWENTYTH:-

THAT where family unit is sold by a Mortgagee in exercise of his power of sale under an English Mortgage or by a 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 at such sale, or his successors or assigns shall be liable for assessment by the Association which becomes due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent Association of apartment owners from filing and claiming charge for such assessments and enforcing same as provided by law and that such charge shall be subordinate to such mortgage.

TWENTYFIRST:-

THAT, in a voluntary conveyance of a family unit, the grantee of the Unit shall be jointly and severally liable with the GRANTOR/S for all unpaid assessments by the Association of Apartment owners against the latter for his share of the common expenses upto the time of the Grant or conveyance without prejudice to the Grantee's right to recover from the GRANTOR/S the amount paid by the Grantee therefor. However, any such grantee shall be entitled to a statement from the Manager or Board or X-Managers of the Association as the case may be setting forth the amount of the unpaid assessments against the GRANTOR/S due to the Association and such grantee shall not be liable for, nor shall family unit conveyed be subject to a charge for any unpaid assessment made by Association of Apartment owner against GRANTOR/S in excess of the amount therein set forth.



TWENTYSECOND:-

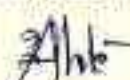
THAT the manager of Board or Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to Mortgages holding first mortgages covering family units but without prejudice to the right of the owners of a family unit to obtain individual family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

TWENTYTHIRD:-

THAT insurance premium for any blanket insurance coverage shall be a common expenses to be paid by monthly assessment levied by the Association of apartment and that such payment shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premium as such premiums become due.

IN WITNESS WHEREOF THE GRANTOR/S above named who are fully empowered and qualified to execute this DEED have hereto set their hands and signed this **DEED OF DECLARATION** at NAGPUR in presence of the attesting witness signing as such on the day first hereinabove written.

WITNESSES :

01. 
Bhimrao Shyamrao
Dhote



02. 
Samant Bijekar



SHRI LALIT A. VORA

SHRI TEJAS A. BHAYANI
Constituted Attorney
[GRANTOR/S]