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पावती

Original/Duplicate

Wednesday, September 05, 2018

नोंदणी क्र.: 39M

12:38 PM

Regn.: 39M

पावती क्र.: 4905 दिनांक: 05/09/2018

गावाचे नाव: नाशिक शहर

दस्तावेजाचा अनुक्रमांक: नसन7-4243-2018

दस्तावेजाचा प्रकार: डिक्लरेशन

सादर करणाऱ्याचे नाव: श्वेता इन्फास्ट्रक्चर्स अँड होसिंग इंडीया प्रा. लि. तर्फे संचालक 1. श्री. सुजाय जयंत गुप्ता 2. सौ. श्वेता सुजाय गुप्ता तर्फे वि.मु. म्हणून प्रशांत अशोक खरे

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 1980.00

पृष्ठांची संख्या: 99

एकूण:

रु. 2080.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
12:40 PM ह्या वेळेस मिळेल.

Joint S/R, Nashik-7

बाजार मूल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु. 100/-

डीडी/धनादेशाचे ऑर्डर क्रमांक: 5827149201 दिनांक: 05/09/2018

बँकेचे नाव व पत्ता: Bank of Maharashtra

2) देयकाचा प्रकार: DHC रक्कम: रु. 1980/-

डीडी/धनादेशाचे ऑर्डर क्रमांक: 0509201801268 दिनांक: 05/09/2018

बँकेचे नाव व पत्ता:

मूळ दस्त परत



नसम-७
का. ४२४३ / २०१८
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//Om Sai//

On Stamp of Rs.500/-

DEED OF DECLARATION OF

"SAMRAAT SYMPHONY APARTMENT"

Wing A - MALHAR, Wing B - SARANGA, Wing C - BASANT, Wing D -
MALKAUNS, Wing E - BHUPALI, Wing F - RAGESHRI, Wing G-ASAWARI,
Wing H- BHAIRAVI

THIS DEED OF DECLARATION made and executed at Nashik on this

5th Day of September Christian year 2018.

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सम. (४२४३ / २०१६)
३ — ९९



M/s. SHWETA INFRASTRUCTURE & HOUSING (I) PRIVATE LIMITED.

(PAN NO. AAJCS 4306 F)

Company duly registered under the Companies Act, 1956 having its registered office : at 204, Veena – Beena Shopping Centre, Opp. Bandra Station, Bandra (W) Mumbai – 400050 and their Nashik operation having their Nashik office at : Samraat House, Tagore Nagar, Off. Nashik Pune Highway, Nashik 422006; through its authorized Directors,

1. MR. SUJOY JAYANT GUPTA

Age :- 46 years, Occ. Business & Agriculture.

Pan No. ADSPG 2327 D.

2. MRS. SHWETA SUJOY GUPTA

Age :- 42 years, Occ. Business & Agriculture.

Pan No. AGEPG 3272 C.

Both R/o. 1207/1208, Signature, Serene Meadows, Anandvali, Gangapur Road, Nashik 422013.

Hereinafter referred to as “GRANTOR/OWNER” (Which expression shall, unless it is repugnant to the context or meaning thereof mean and include other partners, legal representatives, administrators, executors and assignees).

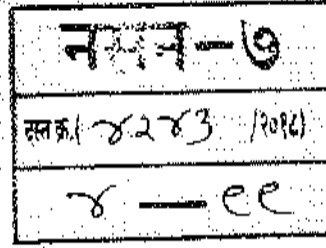
FIRST:- NON AGRICULTURAL PERMISSION –

A) The Collector, Nashik vide its order No. MH/Kaksha-3/4/N.A. no./50/2009, dated 21/05/2010, has permitted the use of the land out of Survey No. Survey No. 899/1+899/2+899/3 admeasuring 62,146.00 square meters for non-agricultural (Residential) purposes.

SECOND :-

The subject matter of the present deed i.e. 899/1+899/2/1+899/3/1/84, bearing Plot no. 84 area adm. 7578.49 Sq. Mtrs., owned by the Grantors/Owners i.e. M/s. SHWETA INFRASTRUCTURE & HOUSING (I) PRIVATE LIMITED.

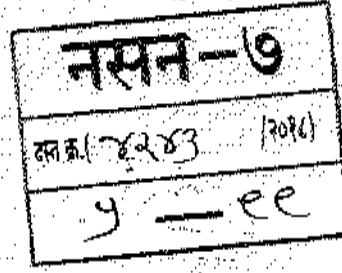
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**WHEREAS**

(A) The previous land owners Mr. Balu Kacharu Nagare and others 3 executed an Agreement for Sale of the land S. no. 899/2 area admeasuring 4.00 Acres in favour of Viraj Estate through Mr. Chandrashekar Babulal Shah. The said Agreement For Sale is registered in the office of Sub-registrar at Serial No. 8857/2007 on 04/12/2007 & on the compliance of all the terms and conditions of an Agreement For Sale the previous land owners executed a Sale Deed in favor of Mr. Chandrashekar Babulal Shah for the area admeasuring 1 H. 20 R., which is registered in the office of sub-registrar at Serial No. 02775/2008, on 25/03/2008. The owners Mr. Chandrashekar Babulal Shah has entrusted the development rights of Survey No.899 hissa no.2 area admeasuring 3 acres i.e. 12000 Square Meters to the Grantor/Owner i.e. Shweta Infrastructure and Housing (i) Pvt. Ltd by executing a Development Agreement which is registered in the office of Sub-Registrar Nashik at Serial No.03283/2008 on 28/03/2008. And in pursuance with the said Development Agreement, General Power of Attorney executed between Land owners and developer, which is registered in the office of Sub-Registrar Nashik at Serial No.03655/2008 on 07/04/2008. The original owners of S. No. 899/1, & 899/3, Mr. Balu Kachru Nagare and others along with Mr. Chandrashekar Babulal Shah had jointly approved tentative Lay out for whole survey no. 899/1, 899/2, & 899/3 area admeasuring 63120.00 square meter by Nashik Municipal corporation vide it's order no. LND/WS/Tent/CD/64 dated 20/01/2009. As per approved tentatively lay out, the said land has been divided into several plots. The owners Mr. Chandrashekar Babulal Shah further executed a Sale Deed of the Plot no's. 88, 121, & 168 to 189, total area admeasuring 10907.84 square meter in favour of the Grantor/Owner i.e. Shweta Infrastructure and Housing (i) Pvt. Ltd. The said Sale Deed of plot no's. 88, 121, & 168 to 189 is executed and registered in the office of Sub-registrar vide registration number 13827/2010 dated 13/12/2010.

(B) AND WHEREAS the said joint Layout of Survey No. 899/1+899/2/1+899/3/1 has been approved by Nasik Municipal Corporation vide its Order No. Outward No./TP/FINAL/CIDCO/B-3/3,

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dated 10/05/2011. The Mutation Entry No. 71275 dated 24/11/2011 made and certified by the revenue officer in respect of the sanction of layout.

(C) AND WHEREAS due to the final approval of layout the plot numbers and the areas of the plots have been changed, therefore for effective title of the said property purchased by the Grantor/Owner by absolute sale deed dated 13/12/2010, a Correction Deed/Confirmation Deed is executed in favour of the Grantor/Owner which is registered before Sub - Registrar Nashik at serial no. 05623/2011 on 31/05/2011 and the correction made in respect of change of plot numbers. By the same, the Grantor/Owner obtained rights in respect of corrected plot numbers i.e. plot no. 84, 115 & 162 to 186, total area admeasuring 10531.97 square meter. The name of the Grantor/Owners mutated to the owner's column of the property extract of the said Plots. The Mutation Entry No. 77271 dated 30/11/2011 made and certified by the revenue officer.

THIRD:-

Out of the above mentioned plots the Grantor/Owner has decided to make construction over plot no. 84 and prepared a Building Plan for construction over the Plot no. 84 area adm. 7578.49 Sq. Mtrs of Survey no. 899/1+899/2/1+899/3/1/84. The Nashik Municipal Corporation Nashik approved the same vide letter no. LND/BP/CD/B3/258/2120, dated 26/07/2012. Thereafter the Grantor/Owner revised the above building plans again and re-sanctioned the necessary building plans and the Nashik Municipal Corporation issued the Commencement Certificate bearing LND/BP/B3/547/5648/14, dated 13/03/2014 in respect of buildings to be constructed on the said land. Thereafter the Grantor/Owner again revised the above building plans and re-sanctioned the necessary building plans and the Nashik Municipal Corporation, Nashik issued the Commencement Certificate bearing No. LND/BP/B5/254/5186, dated 22/12/2016 in respect of buildings to be constructed on the said land.

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**FOURTH:-**

As mentioned herein above the GRANTOR/OWNER i.e. M/s. SHWETA INFRASTRUCTURE & HOUSING (I) PRIVATE LIMITED have absolute ownership rights of the S.no. 899/1+899/2/1+899/3/1/84, bearing Plot no. 84 area adm. 7578.49 Sq. Mtrs situated at Village – Nashik. And the Grantor / Owner have absolute rights to use or alienate/transfer/sale or develop the said property.

FIFTH:-

The Grantor / Owner have constructed the Building "SAMRAAT SYMPHONY APARTMENT", Wing A - MALHAR, Wing B - SARANGA, Wing C - BASANT, Wing E- BHUPALI, Wing F - RAGESHRI, Wing G - ASAWARI, Wing H-BHAIRAVI over the Plot no. 84 area adm. 7578.49 Sq. Mtrs. of S.no.899/1+899/2/1+899/3/1/84, and the Nashik Municipal Corporation Nashik issued a Part Completion Certificate in respect of Wing 'E' - Bhupali, 'F' - Rageshri, 'G' - Asawari & 'H' - Bhairavi for Stilt (Parking), First to Seventh Floors, vide letter no. Outward No./Town Planning Department/BS/19452/2588, dated 18/07/2017. And further the Nashik Municipal Corporation Nashik issued a Part Completion Certificate in respect of wings 'A' - Malhar, Wing 'B' - Saranga, Wing 'C' - Basant for Stilt (Parking), First to Seventh Floors, vide letter no. Order Outward No./Town Planning Department/BS/19477/3497, dated 31/07/2017. Thereafter the Grantor/Owner again revised the above building plans and re-sanctioned the necessary building plans to which the Nashik Municipal Corporation, Nashik issued the Commencement Certificate bearing No. LND/BP/BS/272/9941, dated 04/12/2017 in respect of Wing "D" - Malkauns and the construction work of the said wing is in progress.

The Grantor / Owner have constructed a building/project known as "SAMRAAT SYMPHONY APARTMENT", with its Postal address as;

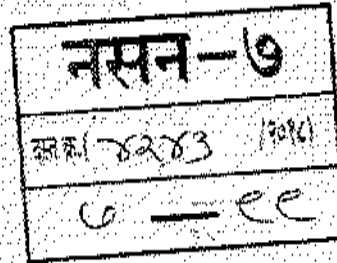
"SAMRAAT SYMPHONY APARTMENT",

S. No. 899/1+899/2/1+899/3/1/84, bearing Plot no. 84

Nagare Nagar, Behind Seven Heaven Hotel, Off. Mumbai Agra Highway.

Tal & Dist. - Nashik 422009.

Shweta



The Grantor/Owner has constructed the said project as per the plans sanctioned by Nashik Municipal Corporation Nashik. The specifications of the units given herein below are at present final and without any alterations or amendments and to that extent, the Grantor/Owner shall not use any portions or desecrations and will abide by the present approved plans.

SIXTH:-

That the Grantor/Owner have constructed a project known as "SAMRAAT SYMPHONY APARTMENT", (Hereinafter referred to as the said project) on the said property/ plot as per the approved building plans which has been duly approved by the Nashik Municipal Corporation and also obtained part Occupation/Completion.

SEVENTH:-

That the said project / building/s consists of Stilt Floor (For Parking), First to Seventh Floors in all A to H wings total consisting 216 Residential units. All the floors are all capable of individual utilization on the account of having their own exit to a common area and the facilities of the said building/s/project and the Apartment shall be sold to one or more owners, each owner obtaining particular and exclusive property rights thereto and each Apartment constituting a heritable and transferable immoveable property within the meaning of any Law for the time being enforce in the state of Maharashtra, Hereinafter referred to as the Residential Unit and also undivided interest in the general and/or restricted common areas and facilities of the said building/s/project as listed hereinafter necessary for there adequate use and enjoyments and hereinafter referred to as the general and/or restricted common areas and facilities, all of the above are in accordance with the Maharashtra Apartment Ownership Act 1970.

EIGHTH:-

That as per the sanctioned building plan / Completion Certificate the aforesaid building having built up area as follows;

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1. Wing E,F,G,H adm. 6045.51 Sq. Mtrs., i.e. Carpet area adm. 6328.84 Sq. Mtrs., Stilt Floor (For Parking), First To Seventh Floors.

2. Wing A,B,C adm. 4383.76 Sq. Mtrs., i.e. Carpet area adm. 4593.96 Sq. Mtrs., Stilt Floor (For Parking), First To Seventh Floors

Total consisting of 188 Residential units.

3. Wing D is under construction which consist 28 residential units, is under the provisions of the Real Estate (Regulation and redevelopment) Act, 2016, registered with the Real Estate Regulatory Authority at Maharashtra on 4th August 2017 under Registration Number P51600002742.

Total units of wing A, B, C, D, E, F, G & H are 216.

The total built-up/Carpet area of the said building/project as mentioned in the Agreements for Sale of Individual purchasers mentioned in their respective agreements.

NINTH:-

That the building/s/, project shall be known as "SAMRAAT SYMPHONY APARTMENT" and that the residential units and common areas and facilities of the building/s/project will be as follows: -

1] Units: - There are in all 216 Residential units. The principle structure of the said building is R.C.C. framed structure, fly ash cement brick walls, and flush doors and such other material as per the consent and agreement of all the apartment owners as stated in details in the individual agreement of sale between the respective parties with some variations as per the requirement of each apartment owner.

Following Common amenities/facilities are provided

Main doors of all the apartment/ units have access to common areas namely in the landing.

(A) COMMON FACILITIES:-

1. RCC Frame work structure of the buildings.
2. Drainage and water line work.

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3. Electric meter and water meter connected to common lights, water connections, pump set etc.
4. Light points outside the building and the staircase/s as well as those in the common parking space.
5. One water tank for each building/wing with one common water pump connected.
6. Lift/Elevator, lift well and elevator equipments above the lift/elevator.
7. Security Systems, children play area above podium slab, Lawn above podium slab, Splash Pool above podium slab, Gymnasium above podium slab and other common area facilities and the required equipment to run the same.

(B) RESTRICTED AREAS AND FACILITIES:-

1. The podium floor/stilt floor flats up to the fencing or boundary mark for the respective building, are restricted areas and the Grantor/Owner herein shall have exclusive right to allot the same to the tenement holder in the building.
2. The parking spaces at ground floor and under podium slab shall be restricted and the Grantor/Owner herein shall have exclusive right to allot the same to the tenement holder in the building.
3. Top terrace of the building/s shall be restricted and the Grantor/Owner herein shall have exclusive right of allotment of the same.
4. All areas which are not covered under aforesaid head Common Area and Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parking's within the said land and in the building/s which is/are under construction on the said land is reserved and the Grantor/Owner shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat/apartment or to Convert the Restricted Area into Common Area or vice-versa.



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Amenities and Specifications of Project Samraat Symphony Apartment

External Amenities:

1. Security Features:-

- Average 6 (six) feet high compound wall all around the said "Property".
- Entrance & exit gate complete with one Security Cabin.
- One CCTV camera at entrance gate and one at each entrance lobby for surveillance.
- Fire fighting system as per the Nashik Municipal Corporation and N.O.C. for the same has been issued by Chief Fire Officer..

2. Recreational Amenities:-

- One Club House on podium slab.
- One Gymnasium with few Equipment on podium slab.
- Children's play area on podium with few playing equipment.
- One elevator in each building with limited time battery backup.
- Individual Mail box for each flat/apartment at parking level.
- Paved internal roads in Cement Interlocking Blocks.
- Sanitation facilities for drivers at parking level.

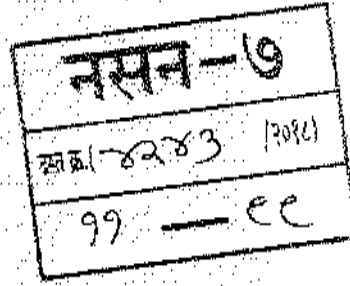
AMMENITIES AND SPECIFICATIONS:

As agreed between the Grantor/Owner and Purchasers other additional amenities as provided and verified by the Purchasers and the Purchasers are satisfied about all the amenities.

A) Restricted common areas:-

As mentioned above, the adjoining/attached terraces, parking space, and marginal open space allotted to the individual owners.

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shall be uses and utilized by the flat owners to whom the said terrace, parking space and marginal open space is allotted and except to such allotted nobody shall have and right, title and interest on the said adjoining/attached terrace, parking space, marginal open space.

It is further important that, the parking which are allotted under cover area under the occupation & use of those purchasers/ occupants and the parking which are common parking shall be for the non – allotted members /occupants. It is pertinent to note that each occupant shall have to use their allotted /common parking as described in their individual Agreements/Deeds.

TENTH: -

- a) That the right, title and interest of each owner of the residential in the general common area and facilities as listed above and their proportionate share in the profit and common expenses in the general common areas and facilities as well as the proportionate representation for the "SAMRAAT SYMPHONY APARTMENT" is of all residential units as follows :-

SR.NO.	FLAT NO.	FLOOR	SALABLE AREA IN SQ.FT.	OWNERSHIP PERCENTAGE
A-WING MALHAR				
1	101	FIRST	1001	0.51%
2	102	FIRST	810	0.41%
3	103	FIRST	838	0.42%
4	104	FIRST	1001	0.51%
5	201	SECOND	1042	0.53%
6	202	SECOND	838	0.42%
7	203	SECOND	838	0.42%
8	204	SECOND	1001	0.51%
9	301	THIRD	1001	0.51%
10	302	THIRD	810	0.41%
11	303	THIRD	822	0.42%
12	304	THIRD	1042	0.53%

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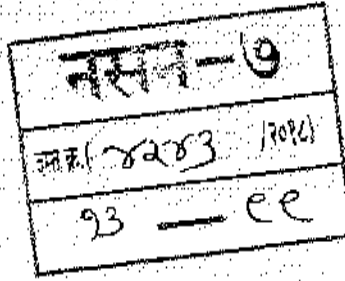


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SR.NO.	FLAT NO.	FLOOR	SALABLE AREA IN SQ.FT.	OWNERSHIP PERCENTAGE
13	401	FOURTH	1042	0.53%
14	402	FOURTH	838	0.42%
15	403	FOURTH	810	0.41%
16	404	FOURTH	1042	0.53%
17	501	FIFTH	1042	0.53%
18	502	FIFTH	810	0.41%
19	503	FIFTH	838	0.42%
20	504	FIFTH	1041	0.53%
21	601	SIXTH	1001	0.51%
22	602	SIXTH	838	0.42%
23	603	SIXTH	838	0.42%
24	604	SIXTH	1042	0.53%
25	701	SEVENTH	1321	0.67%
26	702	SEVENTH	1052	0.53%
27	703	SEVENTH	1052	0.53%
28	704	SEVENTH	1321	0.67%
B-WING SARANGAA				
29	101	FIRST	842	0.43%
30	102	FIRST	838	0.42%
31	103	FIRST	838	0.42%
32	104	FIRST	842	0.43%
33	201	SECOND	813	0.41%
34	202	SECOND	810	0.41%
35	203	SECOND	810	0.41%
36	204	SECOND	842	0.43%
37	301	THIRD	825	0.42%
38	302	THIRD	810	0.41%
39	303	THIRD	810	0.41%
40	304	THIRD	842	0.43%
41	401	FOURTH	842	0.43%
42	402	FOURTH	838	0.42%
43	403	FOURTH	838	0.42%
44	404	FOURTH	842	0.43%
45	501	FIFTH	825	0.42%
46	502	FIFTH	838	0.42%
47	503	FIFTH	810	0.41%
48	504	FIFTH	842	0.43%
49	601	SIXTH	842	0.43%
50	602	SIXTH	838	0.42%
51	603	SIXTH	1052	0.53%
52	604	SIXTH	1057	0.53%
53	701	SEVENTH	1057	0.53%
54	702	SEVENTH	1052	0.53%

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SR.NO.	FLAT NO.	FLOOR	SALABLE AREA IN SQ.FT.	OWNERSHIP PERCENTAGE
C-WING BASANT				
55	101	FIRST	842	0.43%
56	102	FIRST	838	0.42%
57	103	FIRST	838	0.42%
58	104	FIRST	842	0.43%
59	201	SECOND	842	0.43%
60	202	SECOND	810	0.41%
61	203	SECOND	838	0.42%
62	204	SECOND	842	0.43%
63	301	THIRD	842	0.43%
64	302	THIRD	810	0.41%
65	303	THIRD	822	0.42%
66	304	THIRD	842	0.43%
67	401	FOURTH	842	0.43%
68	402	FOURTH	838	0.42%
69	403	FOURTH	838	0.42%
70	404	FOURTH	813	0.41%
71	501	FIFTH	825	0.42%
72	502	FIFTH	822	0.42%
73	503	FIFTH	838	0.42%
74	504	FIFTH	842	0.43%
75	601	SIXTH	842	0.43%
76	602	SIXTH	838	0.42%
77	603	SIXTH	1052	0.53%
78	604	SIXTH	1057	0.53%
79	701	SEVENTH	1057	0.53%
80	702	SEVENTH	1052	0.53%
D-WING MALKAUNS				
81	101	FIRST	842	0.43%
82	102	FIRST	1038	0.52%
83	103	FIRST	1038	0.52%
84	104	FIRST	842	0.43%
85	201	SECOND	842	0.43%
86	202	SECOND	1038	0.52%
87	203	SECOND	1038	0.52%
88	204	SECOND	842	0.43%
89	301	THIRD	842	0.43%
90	302	THIRD	1038	0.52%
91	303	THIRD	1038	0.52%
92	304	THIRD	842	0.43%
93	401	FOURTH	842	0.43%
94	402	FOURTH	1038	0.52%
95	403	FOURTH	1038	0.52%
96	404	FOURTH	842	0.43%
97	501	FIFTH	842	0.43%

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SR.NO.	FLAT NO.	FLOOR	SALABLE AREA IN SQ.FT.	OWNERSHIP PERCENTAGE
98	502	FIFTH	1038	0.52%
99	503	FIFTH	1038	0.52%
100	504	FIFTH	842	0.43%
101	601	SIXTH	842	0.43%
102	602	SIXTH	1038	0.52%
103	603	SIXTH	1038	0.52%
104	604	SIXTH	842	0.43%
105	701	SEVENTH	1057	0.53%
106	702	SEVENTH	1316	0.67%
107	703	SEVENTH	1316	0.67%
108	704	SEVENTH	1357	0.69%
E-WING BHUPALI				
109	101	FIRST	842	0.43%
110	102	FIRST	998	0.50%
111	103	FIRST	998	0.50%
112	104	FIRST	842	0.43%
113	201	SECOND	842	0.43%
114	202	SECOND	842	0.43%
115	203	SECOND	1013	0.51%
116	204	SECOND	825	0.42%
117	301	THIRD	813	0.41%
118	302	THIRD	998	0.50%
119	303	THIRD	998	0.50%
120	304	THIRD	813	0.41%
121	401	FOURTH	842	0.43%
122	402	FOURTH	998	0.50%
123	403	FOURTH	998	0.50%
124	404	FOURTH	842	0.43%
125	501	FIFTH	842	0.43%
126	502	FIFTH	1038	0.52%
127	503	FIFTH	1038	0.52%
128	504	FIFTH	813	0.41%
129	601	SIXTH	842	0.43%
130	602	SIXTH	998	0.50%
131	603	SIXTH	1038	0.52%
132	604	SIXTH	842	0.43%
133	701	SEVENTH	1052	0.53%
134	702	SEVENTH	1316	0.67%
135	703	SEVENTH	1273	0.64%
136	704	SEVENTH	1057	0.53%
F-WING RAGESHRI				
137	101	FIRST	842	0.43%
138	102	FIRST	838	0.42%
139	103	FIRST	838	0.42%
140	104	FIRST	842	0.43%

नसम-७
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SR.NO.	FLAT NO.	FLOOR	SALABLE AREA IN SQ.FT.	OWNERSHIP PERCENTAGE
141	201	SECOND	842	0.43%
142	202	SECOND	838	0.42%
143	203	SECOND	810	0.41%
144	204	SECOND	842	0.43%
145	301	THIRD	813	0.41%
146	302	THIRD	810	0.41%
147	303	THIRD	810	0.41%
148	304	THIRD	842	0.43%
149	401	FOURTH	842	0.43%
150	402	FOURTH	838	0.42%
151	403	FOURTH	810	0.41%
152	404	FOURTH	842	0.43%
153	501	FIFTH	842	0.43%
154	502	FIFTH	838	0.42%
155	503	FIFTH	810	0.41%
156	504	FIFTH	825	0.42%
157	601	SIXTH	844	0.43%
158	602	SIXTH	838	0.42%
159	603	SIXTH	1052	0.53%
160	604	SIXTH	1057	0.53%
161	701	SEVENTH	1057	0.53%
162	702	SEVENTH	1052	0.53%
G-WING ASAWARI				
163	101	FIRST	842	0.43%
164	102	FIRST	838	0.42%
165	103	FIRST	838	0.42%
166	104	FIRST	825	0.42%
167	201	SECOND	813	0.41%
168	202	SECOND	822	0.42%
169	203	SECOND	810	0.41%
170	204	SECOND	813	0.41%
171	301	THIRD	842	0.43%
172	302	THIRD	822	0.42%
173	303	THIRD	810	0.41%
174	304	THIRD	813	0.41%
175	401	FOURTH	842	0.43%
176	402	FOURTH	838	0.42%
177	403	FOURTH	838	0.42%
178	404	FOURTH	813	0.41%
179	501	FIFTH	825	0.42%
180	502	FIFTH	838	0.42%
181	503	FIFTH	810	0.41%
182	504	FIFTH	813	0.41%
183	601	SIXTH	842	0.43%
184	602	SIXTH	838	0.42%



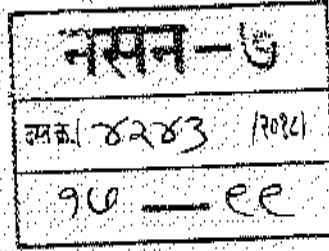
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SR.NO.	FLAT NO.	FLOOR	SALABLE AREA IN SQ.FT.	OWNERSHIP PERCENTAGE
185	603	SIXTH	1021	0.52%
186	604	SIXTH	1057	0.53%
187	701	SEVENTH	1057	0.53%
188	702	SEVENTH	1052	0.53%
H-WING BHAIRAVI				
189	101	FIRST	1042	0.53%
190	102	FIRST	838	0.42%
191	103	FIRST	838	0.42%
192	104	FIRST	1001	0.51%
193	201	SECOND	1001	0.51%
194	202	SECOND	810	0.41%
195	203	SECOND	838	0.42%
196	204	SECOND	1001	0.51%
197	301	THIRD	838	0.42%
198	302	THIRD	810	0.41%
199	303	THIRD	810	0.41%
200	304	THIRD	1001	0.51%
201	401	FOURTH	1001	0.51%
202	402	FOURTH	822	0.42%
203	403	FOURTH	838	0.42%
204	404	FOURTH	1042	0.53%
205	501	FIFTH	1001	0.51%
206	502	FIFTH	810	0.41%
207	503	FIFTH	838	0.42%
208	504	FIFTH	1042	0.53%
209	601	SIXTH	1042	0.53%
210	602	SIXTH	838	0.42%
211	603	SIXTH	838	0.42%
212	604	SIXTH	1042	0.53%
213	701	SEVENTH	1292	0.65%
214	702	SEVENTH	1052	0.53%
215	703	SEVENTH	1052	0.53%
216	704	SEVENTH	1321	0.67%
TOTAL			197875	100.00%

b) The proportionate representation for voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment is based on the proportionate value of each unit to the total value of all residential units & as provided in (a) hereof may be limited in accordance with the provisions of the bye laws attached hereto may be limited in accordance with provisions of the by laws attached hereto as the Exhibit A.

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10



c) The Grantor/Owner has sold/agreed to be sold the units constructed under the name of the project "Samraat Symphony Apartment". The list of the Purchasers and/or owner along with the details of registered instrument is attached herewith. It is specifically declared that the units which are unsold are and shall be under the possession and ownership of the Grantor/owner only.

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

ELEVENTH:-

That the administration of "SAMRAAT SYMPHONY APARTMENT" consisting as aforesaid of the building/s/project and parcel of land describe in the schedule and clause 10 of this deed shall be in accordance with the provision of this deed and with the provision of the Bye Laws which are made a part of this Deed of Declaration and are attached hereto.

TWELVETH :-

That as appeared above a plan of apartment ownership is hereby constituted under and subject to the provision of Maharashtra Apartment Ownership Act 1970, so that all the Residential units of **Stilt Floor (For Parking), First To Seventh Floors in all A to H wings** consisting **216 Residential units**, may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a common area and facilities of the building/s/project, 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.

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**THIRTEENTH:-**

That for the purposes 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 "SAMRAAT SYMPHONY APARTMENT" is distributed as per value of the land and value of the respective residential unit which are registered in the office of sub-registrar as described before.

FOURTEENTH:-

The Grantor/Owner shall be subject to the provision of this deed of the Exhibit attached hereto and Grantor/Owner Covenants to take no action which will adversely affect the rights of the Association of the Apartment owners with respect to assurances against latent defects in the said building/s/project or other rights assigns to the association by reason of the establishment of the "SAMRAAT SYMPHONY APARTMENT".

FIFTEENTH:-

That the general common areas and facilities shall remain undivided and no apartment owner shall bring any action for partition or division thereof. And no apartment owner shall not make any kind of changes, which may cause injuries or damage to the structure of the said building/s/project.

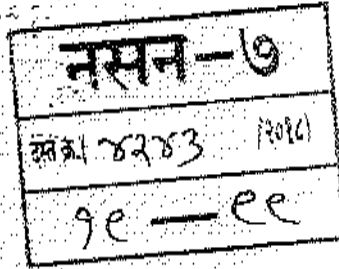
SIXTEENTH:-

That the percentage of 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 the amendment to this deed duly registered.

SEVENTEENTH:-

That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the residential 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 instruments.

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**EIGHTEENTH:-**

That each apartment owner shall comply with the provision of this Deed of Declaration, the Bye Laws, decisions and resolution of the Association of Apartment owners or its representatives, and failure to comply with any such provision, decision or resolutions, shall be grounds for an action to recover sums dues, for damages, or for injunctive relief.

NINETEENTH:-

That the dedication of the property to the Plans of Apartment of 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 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 instruments.

TWENTIEENTH:-

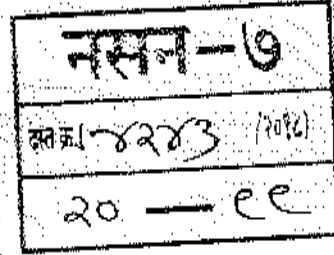
That no Apartment Owner of a residential unit, may exempt himself from the liabilities for its contribution towards the common expenses by waiver of the use and enjoyment of any of the general and/or common areas and facilities or by the abandonment of his residential unit.

TWENTY FIRST:-

That all sum 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 residential unit for payment of Government or Municipal Taxes or both and (2) all sums unpaid on a first mortgage of the Apartment.

TWENTY SECOND:-

That all present or future owners, tenants, future Tenants or any other person that might used the facilities of the building/s/project in any manner, are subject to the provision of this deed of declaration and that the mere acquisition or rental of any of the residential unit of the



building/s/project or the mere act of occupancy of any of the said units shall signify that the provisions of this declarations are accepted and ratified.

TWENTY THIRD:-

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

TWENTY FOURTH:-

That where the family unit is sold by a mortgagee in exercise of his powers of sale under the English Mortgage or by a Court in execution of a decree in a suit brought by a mortgage against the owner of such unit, then neither the Mortgagee nor the Purchaser who derived title to the such 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 by such acquirer, it being understood, however that the above shall not be construed to prevent the Association of Apartment Owner 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.

TWENTY FIFTH:-

That in a voluntarily conveyance of a residential unit the Grantee of such unit shall jointly and severally liable with the Grantor for all unpaid assessments by the Association of Apartment owners against the later for his share of the common expenses up to the time of grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee thereof. However, any such Grantee shall be entitled to a statement from the manager or Board of Manager of the Association, as the case may be setting forth the amount of unpaid assessments against the such Grantor due to the Association and such Grantee shall not be liable for, nor shall the Residential unit conveyed be

92

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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 SIXTH:-

That the Manager or Board or Managers of the Association shall obtained and continues in effect property insurance in form and amount satisfactory to Mortgagees holding first Mortgages covering residential units without prejudicial to the right of the owner of a residential unit to obtain the individual residential unit insurance.

TWENTY SEVENTH:-

That the amendment to this declaration will be effected after passing resolution to that effect in the meeting of all the Apartment owners and for such resolution the consent of 75% Apartment owner for the same will be necessary and in the pursuance of the resolution passed the Board of Managers will be entitled to effect such amendments to the declaration provided such amendment is duly registered.

TWENTY EIGHTH:-

That the service of the notice and/or summons or any type of the correspondence will be made at the addressed above mentioned of the persons concerned and or the addresses subsequently informed by the apartment owners to the Board of Managers in writing.

THE SCHEDULED OF THE PROPERTY REFERRED TO ABOVE

SCHEDULE - I

All those pieces and parcels of land or ground bearing Survey No. 899/1+ 899/2/1 + 899/3/1/84 bearing Plot No.84 admeasuring 7578.49 square meters situate at village Nashik, Taluka Nashik, District Nashik and within the limits of Nashik Municipal Corporation and within the jurisdiction of the Sub Registrar Nashik and bounded as under:-

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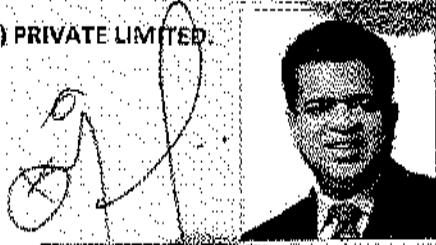
On or towards the East : S. No. 898
 On or towards the West : 9.00 Mtrs. Colony Road
 On or towards the North : 6.00 Mtrs. Colony Road
 On or towards the South : S. No. 899 (Part)

Together with Stilt Floor (For Parking), First To Seventh Floors in all A to H wings consisting 216 Residential units of building standing thereon named as "SAMRAAT SYMPHONY APARTMENT", Wing A - MALHAR, Wing B - SARANGA , Wing C - BASANT, Wing D - MALKAUNS, Wing E - BHUPALI, Wing F - RAGESHRI, Wing G-ASAWARI, Wing H- BHAIRAVI.

IN WITNESS WHEREOF THE GRANTOR/OWNER HAVE SIGNED ON THESE DAY DATE AND YEAR FIRST MENTIONED ABOVE.
 SIGNED SEALED AND DELIVERED.

M/s. SHWETA INFRASTRUCTURE & HOUSING (I) PRIVATE LIMITED.
 Through - DIRECTORS

1. MR. SUJOY JAYANT GUPTA



2. MRS. SHWETA SUJOY GUPTA
 THE GRANTOR/OWNER



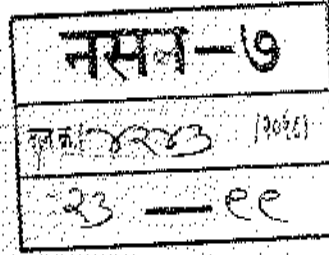
Witness:-

1)

Name : Kunal Sonawane
 Samraat House, Tagore Nagar,
 Nashik Pune Highway, Nashik.

2)

Name: Anuja Deshpande
 Samraat House, Tagore Nagar,
 Nashik Pune Highway, Nashik.

**EXHIBIT - "A"****BYE LAWS OF "SAMRAAT SYMPHONY APARTMENT"****CHAPTER - 1****1) SHORT TITLE AND APPLICATION**

These bye laws may be called the Bye Laws of "SAMRAAT SYMPHONY APARTMENT" the provisions of these bye laws apply to the "SAMRAAT SYMPHONY APARTMENT".

All present or future Apartment owners, Tenants, Future Tenants and/or their Employees or any other persons that might use the facilities of the building/s/project in any manner or subject to the regulations sets forth in these bye laws.

The mere acquisition or rental or taking on license of any of the family units, (hereinafter referred to as the "Units") of the building/s/project or mere act of occupancy of the any of the said units will signify that these bye laws are accepted, ratified and will be complied with.

2) DEFINITIONS :

1. 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 the owners for the purpose of "SAMRAAT SYMPHONY APARTMENT".

[c] "Board" means the Board of Managers consisting of five persons all of who shall be owners of Apartment in the "SAMRAAT SYMPHONY APARTMENT".

[d] "Building/s/Project" means the building named as "SAMRAAT SYMPHONY APARTMENT", S. No. 899/1+899/2/1+899/3/1/84, bearing Plot no. B4 Nagare Nagar, Behind Seven Heaven Hotel, Off. Mumbai Agra

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Highway., Tal & Dist. – Nashik 422009 and includes the land forming part thereof.

[e] "Declaration" means the declaration, which the sole owners of the building/s/project or all the owners of the building have executed and registered as provided in the section 2.

[f] "Majority of Owners" Means those owners holding 51% of the votes in accordance with the percentage assigned in the declaration.

[g] "Owner" or "Apartment Owner" means the person owning an Apartment in the "SAMRAAT SYMPHONY APARTMENT".

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

[i] "Unit" means the family unit in the "SAMRAAT SYMPHONY APARTMENT".

[j] Words and expressions used in these bye laws but not defined therein shall have the meaning respectively assigned them in the Act.

3] APARTMENT OWNERSHIP :

The building/s/project located at the S.no. 899/1+899/2/1+899/3/1/84, bearing Plot no. 84 area adm. 7578.49 sq.mtrs. Situated at Village – Nashik, Tal & Dist - Nashik, and known as the "SAMRAAT SYMPHONY APARTMENT" submitted to the provision of the Act.

4] OBJECTS OF ASSOCIATION:

1. The object of the association shall be:

(a) To be and to Act as the Association of the Apartment owners of the building/s/project called the "SAMRAAT SYMPHONY APARTMENT" Wing A - MALHAR, Wing B - SARANGA, Wing C - BASANT, Wing D - MALKAUNS, Wing E - BHUPALI, Wing F - RAGESHRI, Wing G-ASAWARI, Wing H- BHAIRAVI. Situated at S. No. 899/1+899/2/1+899/3/1/84, bearing Plot

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