30 of 92

घोषणा पत्र

104/3056
Monday,May 06 ,2019
3:19 PM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 5904 दिनांक: 06/05/2019

गावाचे नाव: नाशिक शहर
दस्तऐवजाचा अनुक्रमांक: नसन1-3056-2019
दस्तऐवजाचा प्रकार : घोषणापत्र
सादर करणाऱ्याचे नाव: साईराज बिल्डर्स अॅन्ड डेव्हलपर्स भागीदारी फर्म तर्फे भागीदार श्री प्रकाश विरुमल ओचानी

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 940.00
पृष्ठांची संख्या: 47	
एकूण:	रु. 1040.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
3:45 PM ह्या वेळेस मिळेल.

Sub Registrar Nashik1

बाजार मुल्य: रु.1 /-
मोबदला रु.0/-
भरलेले मुद्रांक शुल्क : रु. 100/-

सह. दुय्यम निबंधक वर्ग-२
नाशिक-१

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-
2) देयकाचा प्रकार: DHC रक्कम: रु.940/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0505201901112 दिनांक: 06/05/2019
बँकेचे नाव व पत्ता:

Received Original Document
Date - 8 MAY 2019

Document **H**andling **C**ha₹ges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0505201901112	Receipt Date	06/05/2019

Received from Sairaj Builders and Developers Partnership Firm, Mobile number 9823187806, an amount of Rs.940/-, towards Document Handling Charges for the Document to be registered on Document No. 3056 dated 06/05/2019 at the Sub Registrar office S.R. Nashik 1 of the District Nashik.

DEFACED
₹ 940
DEFACED

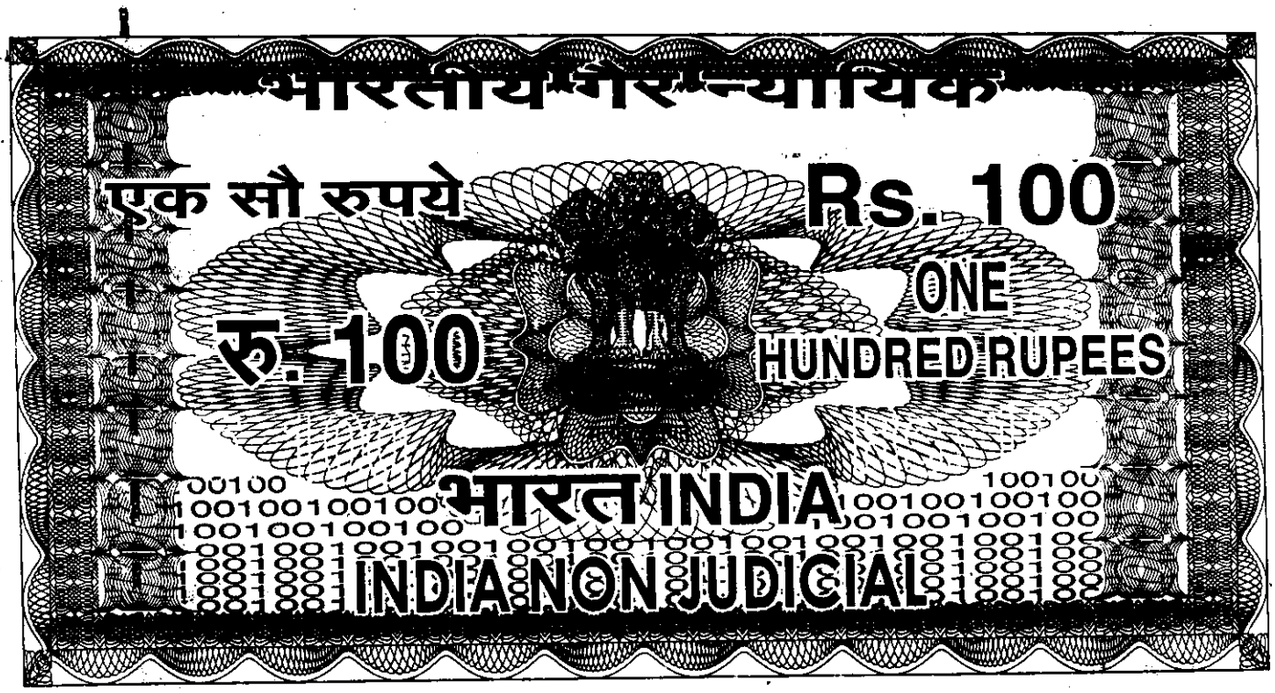
Payment Details

Bank Name	IDIB	Payment Date	05/05/2019
Bank CIN	10004152019050563794	REF No.	1609838104
Deface No	0505201901112D	Deface Date	06/05/2019

This is computer generated receipt, hence no signature is required.

नाशिक-१
दस्त ३०५६
९ - ४७

JOINT SUB-REGISTRAR
NASHIK-1



महाराष्ट्र MAHARASHTRA ◐ 2018 ◐ UD 619246

दा. क्र. अं. नं. 3९८ 24 APR 2019 पक्षी १००

श्री./श्रीमती, [illegible]

हस्ते [illegible]

सही

प्र. क. फोरडे
स्टॅम्पवेंडर, नाशिक कचेरी,
मु. वि. मु. क्र. ४४/९४

[illegible]

दुरध्वनी/भ्रमणध्वनी वरून/संपर्क साधून तयारीने अरजा मेळ घेतल्यावर आकारुन घ्यावा.

दु. दुय्यम निबंधक वर्ग-२
नाशिक-

नमुना-१

दस्त क्र. 3045

3

SUB-REGISTRAR CLASS-II
VASIK-1

SHRI

DECLARATION OF APARTMENT

THIS DECLARATION OF APARTMENT is made and executed at Nashik on this 08th day of May, 2019.

...2/-

दस्ताचा प्रकार/ (Nature of Document/Article No.)

दस्त नोंदणी करण्यात आहेत का? ---

Registered:

दुय्यम निबंधक कार्यालयाचे नांव Name of S.R.O.

Amount

Address

24 APR 2019

ए. के. कारंडे

दुय्यम निबंधक वर्ग-२ नाशिक कचेरी

नक्कल - १

दस्त क्र. ३०५६/२०१९

१ - १७

JOINT SUB-REGISTRAR CLASS-2 NASIK-1

मुद्रांक विक्रेत्याचे नांव :

परवाना क्र. :

पावती क्रमांक

दिनांक २४/४/२०१९

श्री. / श्रीमती

राहणार

यांच्याकडून त्यांचेसाठी / त्यांच्या वतीने

श्री. / श्रीमती

राहणार

यांच्यासाठी रूपये (अक्षरी रूपये

मात्र) खाली नमूद केलेल्या मुद्रांक खरेदीसाठी रोख मिळाले.

रजि.मधील अ.क्र.	मुद्रांकाचा अनुक्रमांक व मुद्रांकाचा तपशिल	संख्या	किंमत रूपये
३१८	१०० x १	१	१००/-
	एकूण		

(मुद्रांक विकत घेणाऱ्याची सही)

(मुद्रांक विक्रेत्याची सही)

टिप :एका व्यवहारासाठी रू.१५,०००/- पेक्षा जास्त किंमतीचे लागणारे मुद्रांक शुल्क कोषागार कार्यालयातून घ्यावेत.

नमुना-१

दस्त क्र. 3045 /2013

5 — 7



We,

Sairaj Builders and Developers, Partnership Firm, its registered office at Shop No.11, Basement, Shalimar Tower, Shalimar Chowk, Nashik - 422 001
PAN ACGFS 4692 C through its partners -

1. Shri Prakash Veerumal Ochani, Age 47 Years, Occupation : Agriculture and Business, Residing at Shubham, Plot No. 35, Manik Nagar, Near Bagul Hospital, Gangapur Road, Nashik - 422 013,
2. **Shri Ramprakash Lakhumal Rajpal, Age 58 Years,** Occupation : Agriculture and Business, Residing at 11, Gupta Apartment, Ashar Estate, Upnagar Naka, Nashik Road - 422 101

Hereinafter referred to as the **GRANTORS** (which expression shall, unless repugnant to the context mean and include their heirs, executors, administrators and assigns) of the **First Part;**

FIRST :

That the Grantors are the owners of well seized and possessed and otherwise entitle to all that piece and parcel of land bearing Plot No. 2/3/6/7 out of Survey No. 773/2 , admeasuring 2213.87 Sq.Meters out of 2280.62 Sq.Meters, situated at Nashik, Taluka and District Nashik, within the limits of Nashik Municipal Corporation and bounded as follows :-

On or towards East by	:	6.00 M. wide Colony Road (After acquisition 9.00 M. wide Colony Road
On or towards West by	:	18.00 M. wide D.P. Road
On or towards South by	:	Plot No. 1 and 8
On or towards North by	:	Plot No. 4 and 5

(hereinafter referred to as **'the said property'**)

SECOND :

A. Plot No. 2 out of Survey No. 773/2 admeasuring 650.81 Sq.Meters and Plot No. 7 out of Survey No. 773/7 admeasuring 489.50 Sq.Meters situated at Nashik purchased by the Grantors from Shri Punit Sunil Shah on 13/05/2013 by a registered Sale-Deed. The

...4/-

said Sale Deed registered in the office of the Joint Sub Registrar Class-II Nashik-1 at Sr.No. 5204 on 21/05/2013 and the name of the Grantors have been mutated in the Record of Rights by Mutation Entry No. 89283.

B. Plot No. 3 out of Survey No. 773/3 admeasuring 650.81 Sq.Meters, situated at Nashik purchased by the Grantors from Sou. Sunanda Vijay Sabadra on 13/05/2013 by a registered Sale-Deed. The said Sale Deed registered in the office of the Joint Sub Registrar Class-II Nashik-1 at Sr.No. 4889 on 13/05/2013. Thereafter a Correction Deed of said Sale-Deed registered in the office of the Joint Sub Registrar Class-II Nashik-1 at Sr.No. 5206 on 21/05/2013 and the name of the Grantors have been mutated in the Record of Rights by Mutation Entry No. 89286.

C. Plot No. 6 out of Survey No. 773/6 admeasuring 489.50 Sq.Meters, situated at Nashik purchased by the Grantors from Sou. Sunanda Vijay Sabadra on 13/05/2013 by a registered Sale-Deed. The said Sale Deed registered in the office of the Joint Sub Registrar Class-II Nashik-1 at Sr.No. 4890 on 13/05/2013 and the name of the Grantors have been mutated in the Record of Rights by Mutation Entry No. 89285.

D. The Grantors have purchased 915.00 Sq. Meters TDR from Shri Vinod Kanhaiyalal Manwani on 05/03/2013 by a registered Sale-Deed. The said Sale Deed registered in the office of the Joint Sub Registrar Class-II Nashik-5 at Sr.No.2761 on 07/03/2013. The Nashik Municipal Corporation transferred the said TDR on the above said property.

E. The Grantors have purchased 1093.48 Sq. Meters TDR from Shri Ashok Shrawan Sonje and Shri Nilesh Ashok Sonje on 30/08/2017 by a registered Sale-Deed. The said Sale Deed registered in the office of the Joint Sub Registrar Class-II Nashik-5 at Sr.No.4776 on 30/08/2017. Thereafter a Correction Deed of said Sale-Deed registered in the office of

...5/-

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दस्त क्र. 3045 : 5 :



the Joint Sub Registrar Class-II Nashik-5 at Sr.No. 5893 on 26/10/2017. The Nashik Municipal Corporation transferred the said TDR on the above said property.

F. The Grantors have purchased 912.24 Sq. Meters FSI from Shri Uttamchand Kundanmal Jain and other through their General Power of Attorney holder Shri Vijay Fakirchand Sabadra on 13/05/2013 by a registered Sale-Deed. The said Sale Deed registered in the office of the Joint Sub Registrar Class-II Nashik-1 at Sr.No.5205 on 21/05/2013. The Nashik Municipal Corporation transferred the said FSI on the above said property. The Grantors are competent to develop the said property in any manner whatsoever.

G. The amalgation plan and building plan for the construction work was approved by the Executive Engineer (Town Planning), Nashik Municipal Corporation, Nashik under their Commencement Certificate No. LND/BP/A-3/274/3671/13 dated 25/11/2013. The amalgamation of said property have been mutated in the Record of Rights by Mutation Entry No. 91724.After amagamation the said property bearing Plot No.2+3+6+7 out of Survey No. 773/2, admeasuring 2280.62 Sq.Meters.

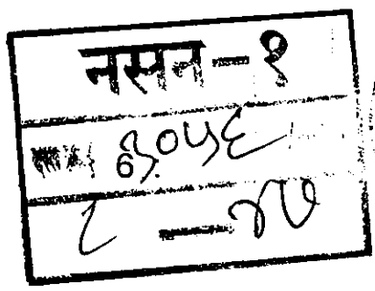
H. Thereafer revised building plan approved by Executive Engineer (Town Planning), Nashik Municipal Corporation, Nashik under their Commencement Certificate No. LND/BP/A-3/68/7881 dated 02/11/2017. The Nashik Municipal Corporation Nashik acquired an area of 66.75 Sq.Meters by eastern side out of said property for Road Widening by their letter bearing जा.क्र. ननिवि/वशि/1638/2018 dated 03/12/2018. Name of the Nashik Municipal Corporation have been mutated in the record of rights by Mutation Entry No. 501018 for road widening area of 66.75 Sq.Meters.



THIRD :

That the Grantors have completed construction of a building known as **'SAIRAJ SKY COURT APARTMENTS'** (hereinafter referred to as the **'SAID**

...6/-



BUILDING) on the said property as per the sanctioned building plan. The Completion Certificate of the said property is issued by the Executive Engineer (Town Planning) Nashik Municipal Corporation under their Letter bearing No. जावक क्र./ननिवि/23111/2019dated 22/03/2019.

FOURTH :

That the said building consists 52 Residential Flats/Units/Apartments. All Flats/Units/Apartments are capable of individual utilisation on account of having their own access to the common areas and facilities of the building, each apartment unit shall be sold out to the respective Purchaser or owner independently or all units shall be sold in the name of all respective apartment unit owners by single Sale-Deed. Each owner obtains a particular exclusive property thereof and each such apartment consisting heritable and transferable immovable property within the meaning of the common law for the time being in force in the State and also undivided interest in general and restrictive common areas and facilities of the building as listed hereinbelow in this deed necessary for their adequate use and enjoyment and hereinafter referred to as general and/or restricted common areas and facilities all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

FIFTH :

That the condominium shall be known as **'SAIRAJ SKY COURT APARTMENTS'** and that the apartment and common areas and facilities of the building will be as follows :-

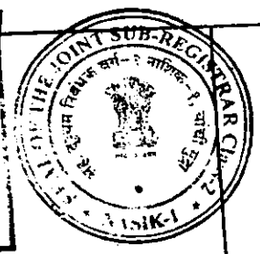
On First Floor there are 4 Residential Flats bearing Numbers as per locantion (as per sanctioned building plan) Flat No. 101 (1), Flat No. 102 (2), Flat No. 103 (4) and Flat No. 104 (3)

On Second Floor there are 4 Residential Flats bearing Numbers as per locantion (as per sanctioned building plan) Flat No. 201 (5), Flat No. 202 (6), Flat No. 203 (8) and Flat No. 204 (7)

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On Third Floor there are 4 Residential Flats bearing Numbers as per locantion (as per sanctioned building plan) Flat No. 301 (9), Flat No. 302 (10), Flat No. 303 (12) and Flat No. 304 (11)

On Fourth Floor there are 4 Residential Flats bearing Numbers as per locantion (as per sanctioned building plan) Flat No. 401 (13), Flat No. 402 (14), Flat No. 403 (16) and Flat No. 404 (15)

On Fifth Floor there are 4 Residential Flats bearing Numbers as per locantion (as per sanctioned building plan) Flat No. 501 (17), Flat No. 502 (18), Flat No. 503 (20) and Flat No. 504 (19)

On Sixth Floor there are 4 Residential Flats bearing Numbers as per locantion (as per sanctioned building plan) Flat No. 601 (21), Flat No. 602 (22), Flat No. 603 (24) and Flat No. 604 (23)

On Seventh Floor there are 4 Residential Flats bearing Numbers as per locantion (as per sanctioned building plan) Flat No. 701 (25), Flat No. 702 (26), Flat No. 703 (28) and Flat No. 704 (27)

On Eighth Floor there are 4 Residential Flats bearing Numbers as per locantion (as per sanctioned building plan) Flat No. 801 (49), Flat No. 802 (50), Flat No. 803 (52) and Flat No. 804 (51)

On Ninth Floor there are 4 Residential Flats bearing Numbers as per locantion (as per sanctioned building plan) Flat No. 901 (29), Flat No. 902 (30), Flat No. 903 (32) and Flat No. 904 (31)

On Tenth Floor there are 4 Residential Flats bearing Numbers as per locantion (as per sanctioned building plan) Flat No. 1001 (33), Flat No. 1002 (34), Flat No. 1003 (36) and Flat No. 1004 (35)

On Eleventh Floor there are 4 Residential Flats bearing Numbers as per locantion (as per sanctioned building plan) Flat No. 1101 (37), Flat No. 1102 (38), Flat No. 1103 (40) and Flat No. 1104 (39)



On Twelfth Floor there are 4 Residential Flats bearing Numbers as per locantion (as per sanctioned building plan) Flat No. 1201 (41), Flat No. 1202 (42), Flat No. 1203 (44) and Flat No. 1204 (43)

On Thirteen Floor there are 4 Residential Flats bearing Numbers as per locantion (as per sanctioned building plan) Flat No. 1301 (45), Flat No. 1302 (46), Flat No. 1303 (48) and Flat No. 1304 (47)

The measurements of the units excluding all walls. The principle structure of this building is RCC type frame work, Brick walls, wooden doors, and such other material as per the consent of all the apartment owners.

COMMON AREA AND FACILITIES :

1. The area of land which is not included in the restricted common area and facilities for the use and enjoyment of the apartment/unit holders of respective holders, are for common use and enjoyment of all the respective holders.

2. The staircase column leading unto Ground Floor and terrace above top floor and overhead tank on terrace.

3. Staircase leading unto terrace of the building.
4. Foundation and main walls.
5. Drainage, water lines and common electrical connection as also the meters, including common meters of water and light.
6. Water storage tank underground floor and the pump unit with connection and electric motor and the other incidental things, if any.
7. Plumbing network throughout the front side of building.
8. Sanitary network throughout the building and septic tank.
9. Lifts for common use of flat owners
10. Swimming Pool

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11. Marginal open space surroundings the building as per the approved building plan and as per the building regulations.
12. Covered and Open parkings for all flat owners as per numbers mentioned on parking area
13. The water tank shall be for common use and enjoyment of all the apartment holders.

RESTRICTED AREAS AND FACILITIES :

1. Partition walls common between such two apartment shall be restricted and be common between the same two units only.

2. Terrace over the building on top floor shall be for common enjoyment of all the apartment holders in that building, while terrace abutting to respective apartments numbers on the respective floor shall be for the exclusive use and enjoyment for the owners of the apartments as described hereinabove in the apartment units.

3. The passage portion lying between common staircase and apartment units at various floors and at various stages shall be restricted for the use and enjoyment of all apartment unit holders.

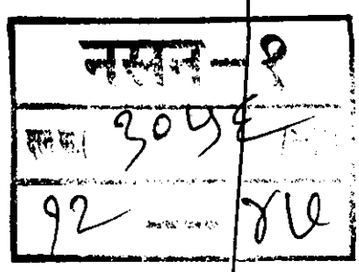
4. The common staircase leading from ground floor level to top level, if any, shall be restricted common area for the enjoyment of all the unit holders.

SIXTH :

That the right title and interest of each owner of the units in the general areas and facilities described in clause fifth as well as the proportionate share in the profits and common expenses in the said general common areas and facilities as well as the proportionate representation for voting purpose in the meeting of the Association of the Apartment unit owner in **'SAIRAJ SKY COURT APARTMENTS'** is based on the proportionate area of each family unit of the total area of the al family units as follows :-

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Apartment/Unit No. As per Location	As per sanctioned Building Plan	Voting and Ownership Percentage
Flat No. 101	1	1.86
Flat No. 102	2	1.95
Flat No. 103	4	1.95
Flat No. 104	3	1.95
Flat No. 201	5	1.84
Flat No. 202	6	1.91
Flat No. 203	8	1.93
Flat No. 204	7	2.00
Flat No. 301	9	1.86
Flat No. 302	10	1.95
Flat No. 303	12	1.95
Flat No. 304	11	2.03
Flat No. 401	13	1.84
Flat No. 402	14	1.91
Flat No. 403	16	1.99
Flat No. 404	15	1.99
Flat No. 501	17	1.86
Flat No. 502	18	1.95
Flat No. 503	20	1.95
Flat No. 504	19	2.03
Flat No. 601	21	1.84
Flat No. 602	22	1.91
Flat No. 603	24	1.93
Flat No. 604	23	1.91
Flat No. 701	25	1.86
Flat No. 702	26	2.03
Flat No. 703	28	1.95
Flat No. 704	27	1.95
Flat No. 801	49	1.84
Flat No. 802	50	1.91
Flat No. 803	52	1.92
Flat No. 804	51	1.91
Flat No. 901	29	1.86
Flat No. 902	30	1.95
Flat No. 903	32	1.95
Flat No. 904	31	1.95
Flat No. 1001	33	1.83
Flat No. 1002	34	1.91
Flat No. 1003	36	2.01
Flat No. 1004	35	1.91



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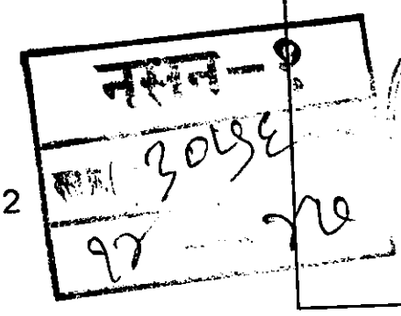
Flat No. 1101	37	1.86
Flat No. 1102	38	1.95
Flat No. 1103	40	1.95
Flat No. 1104	39	1.95
Flat No. 1201	41	1.82
Flat No. 1202	42	1.91
Flat No. 1203	44	1.91
Flat No. 1204	43	1.91
Flat No. 1301	45	1.86
Flat No. 1302	46	1.95
Flat No. 1303	48	1.95
Flat No. 1304	47	1.95
	Total ...	100.00

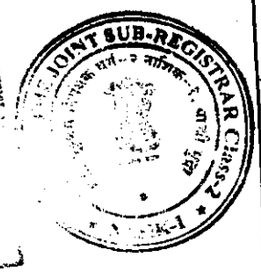
Association of Apartments and percentage of votlng and/or undivided interest in the common areas and facilities appearing to the Apartment/Apartments are not encumbered in any manner.

The table of the areas of the units are as under :-

Apartment/ Unit No.	Carpet area in Sq.Meters	Terrace in Sq.M.	Balcony in Sq.M.	Total Area in S.M.
101 (1)	89.16	8.35	5.22	102.73
102 (2)	88.22	8.35	10.89	107.46
103 (4)	88.28	8.35	10.97	107.60
104 (3)	88.23	8.35	10.89	107.47
201 (5)	89.44	7.01	5.22	101.67
202 (6)	88.50	7.01	10.68	106.19
203 (8)	88.55	7.01	10.97	106.53
204 (7)				111.00
301 (9)	89.16	8.35	5.22	102.73
302 (10)	88.22	8.35	10.89	107.46
303 (12)	88.28	8.35	10.97	107.60
304 (11)				112.67
401 (13)	89.44	7.01	5.22	101.67
402 (14)	88.50	7.01	10.68	106.19
403 (16)				110.38
404 (15)				110.38
501 (17)	89.16	8.35	5.22	102.73
502 (18)	88.22	8.35	10.89	107.46
503 (20)	88.28	8.35	10.97	107.60
504 (19)				112.67

...12/-





Apartment/ Unit No.	Carpet area in Sq.Meters	Terrace in Sq.M.	Balcony in Sq.M.	Total Area in S.M.
601 (21)	89.44	7.01	5.22	101.67
602 (22)	88.50	7.01	10.68	106.19
603 (24)	88.55	7.01	10.97	106.53
604 (23)	88.50	7.01	10.68	106.19
701 (25)	89.16	8.35	5.22	102.73
702 (26)				112.67
703 (28)	88.28	8.35	10.97	107.60
704 (27)	88.23	8.35	10.89	107.47
801 (49)	89.44	7.01	5.22	101.67
802 (50)	88.50	7.01	10.68	106.19
803 (52)	88.55	7.01	10.97	106.53
804 (51)	88.50	7.01	10.68	106.19
901 (29)	89.44	8.35	5.22	103.01
902 (30)	88.50	8.35	10.68	107.53
903 (32)	88.55	8.35	10.97	107.87
904 (31)	88.50	8.35	10.68	107.53
1001 (33)	89.16	7.01	5.22	101.39
1002 (34)	88.22	7.01	10.89	106.12
1003 (36)				111.31
1004 (35)	88.50	7.01	10.68	106.19
1101 (37)	89.44	8.35	5.22	103.01
1102 (38)	88.50	8.35	10.68	107.53
1103 (40)	88.55	8.35	10.97	107.87
1104 (39)	88.50	8.35	10.68	107.53
1201 (41)	89.16	7.01	4.86	101.03
1202 (42)	88.22	7.01	10.52	105.75
1203 (44)	88.28	7.01	10.61	105.90
1204 (43)	88.23	7.01	10.32	105.56
1301 (45)	89.16	8.35	5.22	102.73
1302 (46)	88.22	8.35	10.89	107.46
1303 (48)	88.28	8.35	10.97	107.60
1304 (47)	88.23	8.35	10.89	107.47



The table of the holder/owner of the units are as under :-

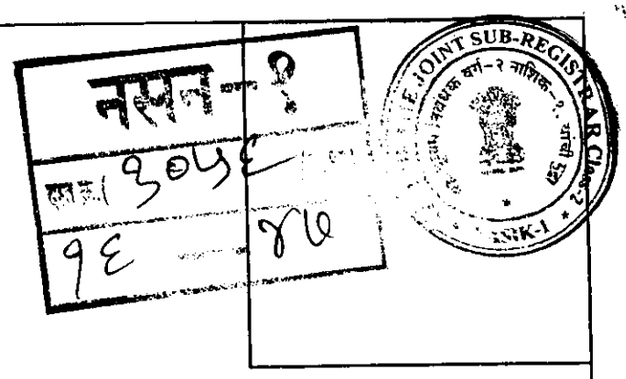
Apartment/ Unit No.	Name of the Owner
101 (1)	Unsold
102 (2)	Unsold
103 (4)	Dr. Vishal Shankarrao Karvande Dr. Karishma Rajendra Patil
104 (3)	Unsold
201 (5)	Unsold
202 (6)	Unsold
203 (8)	Unsold
204 (7)	Pradeepkumar Madanlal Rathi Pawan Pradeepkumar Rathi

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Apartment/ Unit No.	Name of the Owner
301 (9)	Unsold
302 (10)	Amit Shashikant Ahirrao
	Krutika Amit Ahirrao
303 (12)	Sushant Sopan Tuse
	Anand Sopan Tuse
304 (11)	Amit Rakesh Gupta
	Prajakta Amit Gupta
401 (13)	Unsold
402 (14)	Unsold
403 (16)	Naresh Manoharlal Gehani
	Meenakshi Naresh Gehani
	Sunny Manoharlal Gehani
404 (15)	Sham Manoharlal Gehani
	Nisha Sham Gehani
	Mukesh Manoharlal Gehani
501 (17)	Unsold
502 (18)	Unsold
503 (20)	Vaishali Mahendra Gawali
	Mahendra Tukaram Gawali
504 (19)	Mayatai Uddhav Khandare
	Uddhav Kundlik Khandare
601 (21)	Unsold
602 (22)	Unsold
603 (24)	Unsold
604 (23)	Unsold
701 (25)	Unsold
702 (26)	Shobhana Jagdish Bhamare
	Jagdish Pundalik Bhamare
703 (28)	Karan Raju Sharma
	Suman Raju Sharma
704 (27)	Kiran Chhagan Badgujar
	Sapna Kiran Badgujar
801 (49)	Unsold
802 (50)	Sandeep Vishwanath Kale
	Vrushali Sandeep Kale
803 (52)	Unsold
804 (51)	Unsold
901 (29)	Unsold
902 (30)	Unsold
903 (32)	Unsold
904 (31)	Unsold
1001 (33)	Yogita Sudhakar Ahirrao
1002 (34)	Unsold
1003 (36)	Amol Dinesh Sonje
1004 (35)	Unsold
1101 (37)	Unsold
1102 (38)	Bhagesh Ashok Kulkarni
	Bhakti Bhagesh Kulkarni

...14/-



Apartment/ Unit No.	*Name of the Owner*
1103 (40)	Unsold
1104 (39)	Unsold
1201 (41)	Unsold
1202 (42)	Mohan Sudhakar Joshi Mrunmayi Mohan Joshi
1203 (44)	Unsold
1204 (43)	Unsold
1301 (45)	Unsold
1302 (46)	Unsold
1303 (48)	Unsold
1304 (47)	Unsold

SEVENTH :

That the administration of **'SAIRAJ SKY COURT APARTMENTS'** consisting as above of the building and parcel of land described in clauses first and fifth of this deed shall be in accordance with the provisions of this deed and that provisions of the bye-laws which are made in part of this deed and are attached hereto as Exh.A.

EIGHTH :

That it appears above 'a' plans of Ownership is hereby contributed under and subject to the provisions of Maharashtra Apartment Ownership Act, 1970 so that the Apartment units may be conveyed and registered as having its own right to the common areas and facilities of the building each apartment owner having exclusive unit and in addition, specified undivided interest in common areas and facilities and 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 Registrar of Declaration of Deeds of Apartment u/s 35.

TENTH :

That so long as grantors own one or more of Apartment units, grantors shall be subject to the provisions of this deed the Exh.A attached hereto, and the grantors covenant to take any action which shall

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adversely affect the rights of the Association against the latest defects in the building or other rights assigned to the Association on by reason of establishment of **'SAIRAJ SKY COURT APARTMENTS'.**

ELEVENTH :

That the percentage of the undivided interest, general and restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the Apartment units holders expressed in the amendment to this Deed, duly registered. The land wherein the building of **'SAIRAJ SKY COURT APARTMENTS'** is standing shall be owned by all apartment owners. And that such apartment units owners shall have undivided share in the plot proportionate to their percentage representation in **'SAIRAJ SKY COURT APARTMENTS'.**

TWELFTH :

That the undivided interest in the general and restricted common areas and facilities shall not be separated from the conveyed encumbered even thoughsuch interest is not expressly mentioned or described in the conveyance or any other instrument.

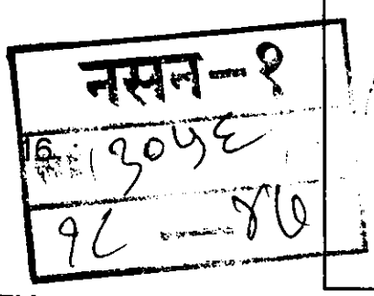
THIRTEENTH :

That such Apartment unit owners shall comply with the provisions of this Deed, bye-laws, decisions and resolutions of the Association of Apartment unit owners which is representative and failure to comply with any such provisions, decision or resolution shall for an action to recover the sums due for damages or for injunction relief.

FOURTEENTH :

That the dedications of the property to the plan of apartment-unit-ownership, of any of the provisions herein amended unless all the apartment-unit-owners and mortgages of all the mortgages covering the units unanimously agreed. Revocation or amendment or removal of the property from the plan by duly registered instrument.

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FIFTEENTH :

That no apartment-unit-owner of the apartment unit may exempt himself/herself/themselves from the liability for the contribution towards the common expenses by waiver and restricted common areas and facilities or by abundant or his/her/their apartment unit.

SIXTEENTH :

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

SEVENTEENTH :

That all the present or future owners, future tenants of any other person that might use the facilities of the building in any manner, are subject to the provisions of this declaration and that the mere acquisition or rental of any of the apartment in the building of more act of occupancy of any of such units shall signify that the provisions of this deed are accepted and ratified. The respective apartment/s-unit/s shall be rented or given on leave and licence or on care-taker basis by apartments/units owner/s for residential purpose only at their own risk and responsibility, subject to the covenants and restriction contained in this declaration and further subject to the bye-laws in Exh.A hereto.

EIGHTEENTH :

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

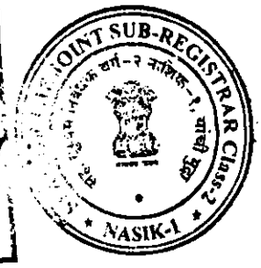


NINETEENTH :

That where a apartment unit is sold by a mortgagee in exercise of his/her/their power of sale under mortgage or by a court in execution of a decree in a suit brought by mortgagee against the owner of such

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apartment unit, then neither the mortgagee nor the purchaser who derives title to the apartment unit at such sale, or his/her/their successors or assigns shall be liable for assessment by the Association which become due prior to the acquisition of title by such acquirer, it being understood, however, that the aboveshall not be construed to prevent the association of Apartment owners from filing claiming the charge for such assessment and enforce the same as provided by law and about such a charge shall be subordinate to such mortgage.

TWENTIETH :

That in a voluntary conveyance of an agreement unit, the grantees of the unit shall be jointly and severally liable with the grantors for all unpaid assessments by the Association of apartment owners against the respective share of the common expenses upto the time of the grant of conveyance without prejudice to the right of the grantee to recover from the grantors the amounts paid by the grantees therefore. However, any such transferee shall be entitled to a statement from the manager or Board of Managers of Association as the case may be setting forth the amount of the unpaid assessment against the grantors, due to the Association and such grantee shall not be liable for, nor shall the apartment unit conveyed be subject to the charge for any unpaid assessments made by the Association of Apartment Owners against the grantors in excess of the amounts therein set forth.

TWENTY FIRST :

That the manager or the Board of Managers of the Association shall obtain and continue in effect blanket property insurance in the form and amounts satisfactory to the mortgage holding the first mortgage covering the apartment unit, but without prejudicial to the right of the owners of the apartment unit to obtain individual apartment unit insurance.



TWENTY SECOND :

That the insurance premium for any blanket insurance covered shall be a common expenses to be

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paid by the monthly assessment, and such payment shall be held in a separated account of the Association and used solely for the payment of the blanket property insurance premium as such premium become due.

TWENTY THIRD :

That the construction of the building is completed by the Grantor and therefore the Grantor reserved the rights to use the common and general areas and facilities and also reserved the right to use, consume or sale the excess floor space index, anywhere or on the same piece of land, if increased in future, and reserve the right to modify the plan in such a manner as they deem fit. Without effecting in any manner as the common and restricted interests of the owners of the Apartment Units.

TWENTY FOURTH :

The amendment to this Declaration will be effected after passing a resolution to that effect in the meeting of all the Apartment Owners and for such resolution the consent of each apartment owner for the same will be necessary and in pursuance of the resolution passed by the Board of Managers will be entitled to effect such amendment to the declaration provided such amendment is registered.

TWENTY FIFTH :

The service of the notice and/or summons or any type of the correspondence will be made at the address given by the concerned apartment owner/s, subsequently informed by the Apartment owners to the Board of Managers in writing.

SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of Plot No. 2/3/6/7 out of Survey No. 773/2, admeasuring 2213.87 Sq.Meters out of 2280.62 Sq.Meters together with 'SAIRAJ SKY COURT APARTMENTS' building, situated at **Nashik**, Taluka and District Nashik, within the limits of Nashik Municipal Corporation and bounded as follows :-

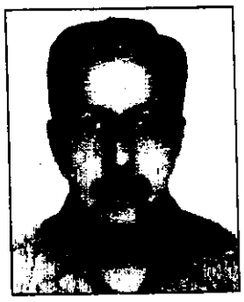
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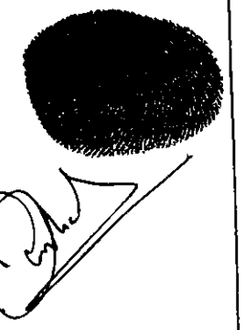
JOINT SUB-REGISTRAR CLASS-2 NASIK-1

On or towards East by	:	6.00 M. wide Colony Road (After acquisition 9.00 M. wide Colony Road
On or towards West by	:	18.00 M. wide D.P. Road
On or towards South by	:	Plot No. 1 and 8
On or towards North by	:	Plot No. 4 and 5

IN WITNESS WHEREOF THE GRANTORS HERETO SET HIS RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE.



SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED GRANTORS
Sairaj Builders and Developers Partnership Firm,
through its partners -
1.Shri Prakash Veerumal Ochani



(Signature)





2.Shri Ramprakash Lakhumal Rajpal

(Signature)

IN THE PRESENCE OF :

1. Ganesh. N. Ranade

2. _____

सहदुय्यम निबंधक नाशिक

घोषणापत्र / शपथपत्र

मी/आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक म.रा.पुणे यांचे दिनांक 30/11/2013 रोजीचे परिपत्रकानुसार असे घोषित करतो की नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणुकीद्वारे अथवा दुबार विक्री होत नाही त्याबाबत याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार/कुलमुखत्यार धारक हे खरे असून आम्ही स्वत: खात्री करुन घेतलेली आहे.

सदर नोंदणीचा दस्तऐवज निष्पादित करताना नोंदणी प्रक्रीयेनुसार आमच्या जबाबदारीने मी/आम्ही दस्तातील मिळकतीचे मालक/वारसा हक्कदार/कब्जेदार/हितसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमुन दिलेल्या कुलमुखत्यारधारक (G.P.A. Holder)/लिहून देणार हे हयात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तित्वात आहे व आज पावेतो रद्द झालेले नाही याची मी/आम्ही खात्री देत आहोत. तसेच सदरची मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्ज, बॅन्क बोजे, विकसन बोजे, शासन बोजे व कुल मुखत्यारधारकांनी केलेले व्यवहाराच्या अधीन राहून आमचा आर्थिक व्यवहार पूर्ण करुन साक्षीदार समक्ष निष्पादित कलेला आहे.

सदर दस्तऐवज हा नोंदणी कायदा 1908 अंतर्गत असलेल्या तरतुदीनुसार नोंदणेस दाखल केलेला आहे. दस्तातील संपूर्ण मजकुर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकुम, कोर्ट दावा या कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक तसेच दस्तातील निष्पादकाच्या ओळखीबाबत ओळख पटविणारे व साक्षीदार हे संपूर्णपणे जबाबदार राहतील.

या दस्ता सोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेले पुरक कागदपत्र ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही सक्षम अधिकारी/मा.न्यायालय/मा.उच्च न्यायालय यांचा मनाई हुकुम नाही. तसेच महाराष्ट्र नोंदणी नियम 1961 चे नियम 44 नुसार बाधित होत नाही याची मी/आम्ही खात्री देत आहोत. निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक/कुल मुखत्यारधारक यांनी मालकी व दस्तऐवजाची वैधता तपासणी ही नोंदणी अधिकारी यांची जबाबदारी नाही याची आम्हांस पूर्णपणे जाणीव आहे.

स्थावर मिळकती विषयी सध्या होत असलेली फसवणूक/बनावटीकरण/संगनमत व त्या अनुषंगाने पोलिस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकती विषयी होऊ नयेत म्हणून आम्ही दक्षता घेतलेली आहे. नोंदणी अधिनियम 1908 चे कलम 82 नुसार मी/आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार रहाणार आहोत, याची आम्हाला पूर्ण कल्पना आहे.

त्यामुळे मी/आम्ही नोंदणी प्रकियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात सदर प्रकरणी कायद्यानुसार कोणताही गुन्हा घडल्यास मी/आम्ही नोंदणी अधिनियम 1908 चे कलम 82 व भारतीय दंड संहिता 1860 अंतर्गत तरतुदीनुसार 7 वर्षाच्या शिक्षेस पात्र राहणार आहोत, याची मला/आम्हाला पूर्णपणे जाणीव आहे, त्यामुळे हे घोषणापत्र/शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

JOINT SUB-REGISTRAR NASIK-1

22-11-13

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घोषणापत्र लिहून ठेवणार

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JOINT SUB-REGISTRAR ... ANIK-1

EXHIBIT 'A'

BYE-LAWS OF 'SAIRAJ SKY COURT APARTMENTS CONDOMINIUM'

CHAPTER - I

1. **SHORT TITLE AND APPLICATION** :

a] These bye-laws may be called the bye-laws of the **'SAIRAJ SKY COURT APARTMENTS CONDOMINIUM'**

b] The provisions of these bye-laws apply to the **'SAIRAJ SKY COURT APARTMENTS CONDOMINIUM',** all the present and future owners, tenements and their employees or any other persons that might use the facilities of the building in any manner are subject to the regulations forth in the bye-laws. The mere acquisition of rental or taking on license or any of the units (hereinafter referred to as "UNITS") of the building or mere act of occupancy of any of the said units will signify that these bye-laws are accepted, ratified and will be complied with.

2. **DEFINITIONS** :

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

a] Act means 'THE MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970'

b] Association means 'ASSOCIATION OF ALL THE APARTMENT OWNERS' in the building **'SAIRAJ SKY COURT APARTMENTS CONDOMINIUM'** constituted by such owners for the purpose of the **'SAIRAJ SKY COURT APARTMENTS CONDOMINIUM'** .

c] Board means 'A BOARD OF MANAGERS', consisting of five persons, all of whom shall be owners of Apartment in **'SAIRAJ SKY COURT APARTMENTS CONDOMINIUM'** .

d] Building/s means 'THE BUILDING/S LOCATED AT Plot No.2/3/6/7 out of Survey No. 773/2, admeas-

...2/-