PARKSYDE

Project by

Jaikumar Constructions LLP
At- Panchavati Annex, Nashik-422003.

Parksyde Homes Phase-II-A

Wing No- F, G & H

Deed of Declaration

340/4641 पावती Original/Duplicate

Tuesday,July 16 ,2019 नोंदणी क्रं. :39म

2:55 PM Regn.:39M

पावती क्रं.: 5560 दिनांक: 16/07/2019

गावाचे नाव: नाशिक शहर

दस्तऐवजाचा अनुक्रमांक: नसन3-4641-2019

दस्तऐवजाचा प्रकार : डिक्लरेशन

सादर करणाऱ्याचे नाव: 1. मे जयकुमार कन्स्ट्रक्शन्स एलएलपी तर्फे भागीदार श्री हितेन हरीदास राजकोटीया, 2. संजयकुमार कोंडीराम ढाकणे, 3. सनराईज डेव्हलपर्स भागीदारी फर्म तर्फे भागीदार श्री नगिनदास झवेरचंद मेहता, 4. मै. अरिहंत डेव्हलपर्स भागीदारी फर्म तर्फे भागीदार श्री नगिनदास झवेरचंद मेहता, या सर्वांपैकी नंबर 1 स्वत: करिता आणि नंबर 2 ते 4 यांचे जनरल मुखत्यार म्हणून मे. जयकुमार कन्स्ट्रक्शन्स एल एल पी तर्फे भागीदार श्री हितेन हरीदास राजकोटीया यांचे तर्फे विशेष मुखत्यार म्हणून श्री अतुल रसिकलाल शाह

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 1700.00
पृष्ठांची संख्या: 85	
एकूण:	रु. 1800.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
3:15 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik3
सह दुय्यम निबंधक वर्ग-२
नाशिक-३

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

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-
2) देयकाचा प्रकार: DHC रक्कम: रु.1700/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1607201901555 दिनांक: 16/07/2019
बँकेचे नाव व पत्ता:

मुळ दस्त परत केला
व सही घेतली.

Rajlaxmi Urban Co-op. Bank Ltd., Nashik - Ph: 2319224
No. D-5/STP(V) / C. R. 1113/01/10/940-43/10. Date : 31/05/2010

Franking Deposit Slip
Customer Copy

Sr. No. 26627 Date : 16/7/2019

Deposit Br. Nashik
Pay to 0030 Acct. Stamp Duty

Franking Value	Rs.	100/-
Service Charges	Rs.	00/-
Total	Rs.	100/-

Name of Stamp Duty Paying Party
Jaikumar Construction
By Ramesh Sonawane

(FOR BANK USE ONLY)
Item No. 1
For Rajlaxmi Urban Co-op. Bank Ltd., Nashik.
Franking Sr. No. 57325
Unique No. 140450
Authorised Sign.

Rajlaxmi Urban Co-op. Bank Ltd., Nashik - Ph: 2319224
No. D-5/STP(V) / C. R. 1113/01/10/940-43/10. Date : 31/05/2010

Franking Deposit Slip
Customer Copy

Sr. No. 26625 Date : 16/7/2019

Deposit Br. Nashik
Pay to 0030 Acct. Stamp Duty

Franking Value	Rs.	400/-
Service Charges	Rs.	10/-
Total	Rs.	410/-

Name of Stamp Duty Paying Party
Jaikumar Construction
By Ramesh Sonawane

(FOR BANK USE ONLY)
Item No. 1
For Rajlaxmi Urban Co-op. Bank Ltd., Nashik.
Franking Sr. No. 57324
Unique No. 107455
Authorised Sign.

कलन - ३
दस्त क्रमांक (नोंदणी)
९ — २४

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

For RAJLAXMI URBAN CO-OP. BANK LTD., NASIK
Authorised Signatory

Stamp Rs. 500/-

॥श्री॥

DEED OF DECLARATION OF "Parksyde Homes" of Phase-II-A

(Under Section -2 of The Maharashtra Ownership Act 1970)

THIS DEED OF DECLARATION OF Parksyde Homes, Phase-II-A is made and executed on this 16th Day of July in the Christian year Two Thousand Nineteen at Nashik.

भारत 57324 107455 JUL 16 2019 Rs.0000 00/- PB7034 Rs.0007 (00) PB7034

नमुना - ३

क्रम क्र. ५४७ /२०१९

PARKSYDE

1.	Nature of Document	:	Deed of Declaration
2.	Name of S.R.O.	:	Sub-Registrar, Nasik - 3
3.	Franking Unique No.	:	57325/107455 57325/107455
4.	Property description	:	Nashik, Survey No. 256(P) & 257(P) Parksyde Homes, Phase-II-A
5.	Consideration Amt. Rs.	:	
6.	Stamp purchaser's Name	:	Jaikumar Constructions LLP
7.	Name of the other party	:	
8.	If through name and Address	:	
9.	Stamp Duty Amount.	:	Rs. 500/-
10.	Authorised person's full signature & Seal	:	For RAJLAXMI URBAN CO-OP. BANK LTD., NASIK Authorised Signatory

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1807201901556	Date	16/07/2019
Received from Jaikumar Constructions LLP, Mobile number 9763092589, an amount of Rs.1700/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R.Nashik 3 of the District Nashik.			
Payment Details			
Bank Name	SBIN	Date	16/07/2019
Bank CIN	10004152019071001364	REF No.	IGAGPGJSD5
This is computer generated receipt, hence no signature is required.			

PARKSYDE

नाशिक - ३

WE,

1. **M/S. JAIKUMAR CONSTRUCTIONS L. L. P.,**
a Limited Liability Partnership Firm duly registered under the provisions of Limited Liability Partnership Act 2008 bearing L. L. P. Identification No. AAB-2234 **PAN NO. AAJFJ 0360 P**
Through its Partner
Shri. Hiten Haridas Rajkotia
Age : 48 Years, Occupation :- Business
Office At - Survey No. 256+257 Opp. Rasbihari International School, Near Bali Mandir, Hanuman Nagar, Mumbai Agra Road, Panchavati, Nashik-422003.
2. **Mr. Sanjaykumar Kondiram Dhakane**
Age- 47 Years, **Occ. -** Agriculturist & Service
PAN-AAZPD 6146 M
R/o.- G-147, Maratha Cement Work Colony,
At. Post. Upparwahi, Dist. Chandrapur-442908.
3. **M/s Sunrise Developers**
PAN-PAN-ACJFS 6210 P
through its Partner
Mr. Nagindas Zaverchand Mehta
Age- 73 Years, **Occ. -** Business
R/o.- 11/A, Shivkrupa, H-Wing, Old Nagardas Road,
Opp. Govardhan Nath Haveli, Andheri(W), Mumbai-400069.
4. **M/s . Areehant Developers**
Partnership Firm through its Partner
PAN-ABFFA 2203 B
Mr. Nagindas Zaverchand Mehta
Age- 73 Years, **Occ. -** Business
R/o.- 11/A, Shivkrupa, H-Wing, Old Nagardas Road,
Opp. Govardhan Nath Haveli, Andheri(E), Mumbai-400069.
Sr. No. 1 for themselves and General Power of Attorney Holder of Land owner Sr. No. 2 to 4

Empowered and qualified to execute this Deed Hereinafter referred to as THE GRANTORS

DO HEREBY STATE:

1. That the Grantors own all that piece and parcel of land and ground situate within the Registration Sub-District, Taluka and Dist. Nashik and within the limits of the Nashik Municipal Corporation, Nashik lying at Nashik being Phase No.II-A consisting of Building/Wing Nos. F, G, and H totally admeasuring built up area of 12946.69 Sq. Mtrs.

Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P51600002976**

Project: ***Parksyde Homes Phase 2b*** *Plot Bearing / CTS / Survey / Final Plot No.:* ***S NO 256 PART AND 257 PART*** *at* ***Nashik, Nashik, Nashik, 422002;***

1. **Jaikumar Constructions Llp** having its registered office / principal place of business at *Tehsil:* ***Nashik,*** *District:* ***Nashik,*** *Pin:* ***422003.***
2. This registration is granted subject to the following conditions, namely:-
   - The promoter shall enter into an agreement for sale with the allottees;
   - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
   - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

     OR

     That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
   - The Registration shall be valid for a period commencing from **04/08/2017** and ending with **30/04/2020** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6;
   - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
   - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:8/4/2017 12:39:57 PM

Dated: **04/08/2017**
Place: **Mumbai**

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



340/4641
मंगळवार,16 जुलै 2019 2:55 म.नं.

दस्त गोषवारा भाग-1

नसन3 ८३/८४
दस्त क्रमांक: 4641/2019

दस्त क्रमांक: नसन3 /4641/2019

बाजार मुल्य: रु. 01/- मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.100/-

दु. नि. सह. दु. नि. नसन3 यांचे कार्यालयात

अ. क्र. 4641 वर दि.16-07-2019

रोजी 2:54 म.नं. वा. हजर केला.

पावती:5560 पावती दिनांक: 16/07/2019

सादरकरणाराचे नाव: 1. मे जयकुमार कन्स्ट्रक्शन्स एलएलपी तर्फे भागीदार श्री हितेन हरीदास राजकोटीया, 2. संजयकुमार कोंडीराम डाकणे, 3. सनराईज डेव्हलपर्स भागीदारी फर्म तर्फे भागीदार श्री नगिनदास झवेरचंद मेहता, 4. मे. अरिहंत डेव्हलपर्स भागीदारी फर्म तर्फे भागीदार श्री नगिनदास झवेरचंद मेहता, या सर्वांपैकी नंबर 1 स्वत: करिता आणि नंबर 2 ते 4 यांचे जनरल मुखत्यार म्हणून मे. जयकुमार कन्स्ट्रक्शन्स एल एल पी तर्फे भागीदार श्री हितेन हरीदास राजकोटीया यांचे तर्फे विशेष मुखत्यार म्हणून श्री अतुल रसिकलाल शाह

दस्त हजर करणाऱ्याची सही:

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 1700.00
पृष्ठांची संख्या: 85	
एकुण:	1800.00

Joint Sub Registrar Nashik3

Joint Sub Registrar Nashik3

दस्ताचा प्रकार: डिक्लरेशन

मुद्रांक शुल्क: प्रतिज्ञालेख

शिक्का क्र. 1 16 / 07 / 2019 02 : 54 : 29 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 16 / 07 / 2019 02 : 55 : 32 PM ची वेळ: (फी)

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

Summary-2(दस्त गोषवारा भाग - २)

16/07/2019 2 55:42 PM

दस्त गोषवारा भाग-2

नमन3 ८४/८४
दस्त क्रमांक:4641/2019

दस्त क्रमांक :नमन3/4641/2019
दस्ताचा प्रकार :-डिक्लरेशन

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:1. मे जयकुमार कन्स्ट्रक्शन्स एलएलपी तर्फे भागीदार श्री हितेन हरीदास राजकोटीया, 2. संजयकुमार कोंडीराम ढाकणे, 3. सनराईज डेव्हलपर्स भागीदारी फर्म तर्फे भागीदार श्री नगिनदास झवेरचंद मेहता, 4. मे. अरिहंत डेव्हलपर्स भागीदारी फर्म तर्फे भागीदार श्री नगिनदास झवेरचंद मेहता, या सर्वांपैकी नंबर 1 स्वत: करिता आणि नंबर 2 ते 4 यांचे जनरल मुखत्यार म्हणून मे. जयकुमार कन्स्ट्रक्शन्स एल एल पी तर्फे भागीदार श्री हितेन हरीदास राजकोटीया यांचे तर्फे विशेष मुखत्यार म्हणून श्री अतुल रसिकलाल शाह पत्ता:-, -, -, सर्व्हे नंबर 256 प्लस 257, रासबिहारी इंटरनॅशनल स्कूल समोर, बळी मंदिर जवळ, हनुमान नगर, मुंबई आग्रा रोड, पंचवटी, नाशिक 422003 , -, पंचवटी, MAHARASHTRA, NASHIK, Non-Government. पॅन नंबर:AAJFJ0360P	लिहून देणार वय :-54 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत डिक्लरेशन चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:16 / 07 / 2019 02 : 57 : 09 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री रमेश राजेंद्र सोनवणे - - वय:26 पत्ता:कॉलेज रोड, नाशिक 422005 पिन कोड:422005		
2	नाव:समाधान राजेंद्र शिरसागर - - वय:26 पत्ता:नाशिक पिन कोड:422005		

शिक्का क्र.4 ची वेळ:16 / 07 / 2019 02 : 57 : 52 PM

शिक्का क्र.5 ची वेळ:16 / 07 / 2019 02 : 58 : 00 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar Nashik3

EPayment Details

sr.	Epayment Number	Defacement Number
1	1607201901555	1607201901555D

प्रमाणित करण्यात येते की, या दस्ताच्या एकुण ..... पाने आहेत.

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

पुस्तक क्रमांक १, क्रमांक ४६४१ वर नोंदला.

दिनांक १६ माहे जुलै सन २०१९

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
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Index-2(सूची - २)

16/07/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 3
दस्त क्रमांक : 4641/2019
नोंदणी :
Regn:63m

गावाचे नाव : नाशिक शहर

(1)विलेखाचा प्रकार	डिक्लरेशन
(2)मोबदला	0
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	1
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन :, इतर माहिती: , इतर माहिती: नाशिक महानगरपालिका हद्दीतील मौजे नाशिक येथिल मिळकत सर्व्हे नंबर 256/2 ते 6/6+256/2 ते 6/8(पै)+256/2 ते 6/1+ सर्व्हे नंबर 256/7+257/4 यांसी प्लॉट नंबर 1 ते 8 + सर्व्हे नंबर 257/4 डि एल आर रेकॉर्डनुसार सर्व्हे नंबर 257अ/4(यांसी जुना सर्व्हे नंबर 257/1ग,257/1फ/2(पै),257/1ह,257/1इ,257/2ब)+ सर्व्हे नंबर 257/9 यांसी डि एल आर रेकॉर्डनुसार सर्व्हे नंबर 257अ/9(यांसी जुना सर्व्हे नंबर 257/2ब (पै),257/1क,257/1ड,257/2अ/1(पै))+ सर्व्हे नंबर 257/11 यांसी डि एल आर रेकॉर्डनुसार सर्व्हे नंबर 257अ/11(यांसी जुना सर्व्हे नंबर 257/1अ,257/2अ/1(पै)),257/1ब+257/12 यांसी डि एल आर रेकॉर्डनुसार सर्व्हे नंबर 257अ/12(यांसी जुना सर्व्हे नंबर 257/2अ/1(पै))या मिळकतीचे एकूण क्षेत्रावर बांधण्यात येणा-या पार्कसाईड होम्स ग्रुप हौसिंग प्रकल्पामधील एकूण फेजेस पैकी फेज नंबर 2-अ यामधील इमारत/विंग एफ,जी आणि एच यांसी बांधीव क्षेत्र 12946.69 चौ.मी. या बांधीव इमारतींचे डिड ऑफ डिक्लरेशन.((Survey Number : सर्व्हे नंबर 256/2 ते 6/6+256/2 ते 6/8(पै)+256/2 ते 6/1+ सर्व्हे नंबर 256/7+257/4 यांसी प्लॉट नंबर 1 ते 8 + सर्व्हे नंबर 257/4 डि एल आर रेकॉर्डनुसार सर्व्हे नंबर 257अ/4 (यांसी जुना सर्व्हे नंबर 257/1ग, 257/1फ/2(पै), 257/1ह, 257/1इ, 257/2ब)+ सर्व्हे नंबर 257/9 यांसी डि एल आर रेकॉर्डनुसार सर्व्हे नंबर 257अ/9 (यांसी जुना सर्व्हे नंबर 257/2ब(पै), 257/1क, 257/1ड, 257/2अ/1(पै)) + सर्व्हे नंबर 257/11 यांसी डि एल आर रेकॉर्डनुसार सर्व्हे नंबर 257अ/11(यांसी जुना सर्व्हे नंबर 257/1अ,257/2अ/1(पै)), 257/1ब+257/12 यांसी डि एल आर रेकॉर्डनुसार सर्व्हे नंबर 257अ/12 (यांसी जुना सर्व्हे नंबर 257/2अ/1 (पै)) ;))
(5) क्षेत्रफळ	1) 12946.69 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-1. मे जयकुमार कन्स्ट्रक्शन्स एलएलपी तर्फे भागीदार श्री हितेन हरीदास राजकोटीया, 2. संजयकुमार कोंडीराम ढाकणे, 3. सनराईज डेव्हलपर्स भागीदारी फर्म तर्फे भागीदार श्री नगिनदास झवेरचंद मेहता, 4. मे. अरिहंत डेव्हलपर्स भागीदारी फर्म तर्फे भागीदार श्री नगिनदास झवेरचंद मेहता, या सर्वांपैकी नंबर 1 स्वत: करिता आणि नंबर 2 ते 4 यांचे जनरल मुखत्यार म्हणून मे. जयकुमार कन्स्ट्रक्शन्स एल एल पी तर्फे भागीदार श्री हितेन हरीदास राजकोटीया यांचे तर्फे विशेष मुखत्यार म्हणून श्री अतुल रसिकलाल शाह वय:-54; पत्ता:--, -, -, सर्व्हे नंबर 256 प्लस 257, रासबिहारी इंटरनॅशनल स्कूल समोर, बळी मंदिर जवळ, हनुमान नगर, मुंबई आग्रा रोड, पंचवटी, नाशिक 422003 , -, पंचवटी, MAHARASHTRA, NASHIK, Non-Government. पिन कोड:-422003 पॅन नं:-AAJFJ0360P
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करुन दिल्याचा दिनांक	14/07/2019
(10)दस्त नोंदणी केल्याचा दिनांक	16/07/2019
(11)अनुक्रमांक,खंड व पृष्ठ	4641/2019
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	

मुद्रांक शुल्क
Rs.20
TWENTY RUPEES

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३

STAMP OF THE JOINT SUB-REGISTRAR CLASS-2 * NASIK-3 *

मुद्रांक शुल्क
नोंदणी नंतरची प्रथम प्रत
असल तरहुकुम नवकल

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३

मुल्यांकनासाठी विचारात घेतलेला तपशील:-	मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही

Stamp Rs. 500/-

।।श्री।।

DEED OF DECLARATION OF "Parksyde Homes" of Phase-II-A

(Under Section -2 of The Maharashtra Ownership Act 1970)

THIS DEED OF DECLARATION OF **Parksyde Homes, Phase-II-A** is made and executed on this **15th** Day of **July** in the Christian year **Two Thousand Nineteen** at **Nashik**.

(2)

PARKSYDE

1.	**Nature of Document**	:	Deed of Declaration
2.	**Name of S.R.O.**	:	Sub-Registrar, Nasik - 3
3.	**Franking Unique No.**	:	
4.	**Property description**	:	Nashik, Survey No. 256(P) & 257(P) Parksyde Homes, Phase-II-A
5.	**Consideration Amt. Rs.**	:	
6.	**Stamp purchaser's Name**	:	Jaikumar Constructions LLP
7.	**Name of the other party**	:	
8.	**If through name and Address**	:	
9.	**Stamp Duty Amount.**	:	Rs. 500/-
10.	**Authorised person's full signature & Seal**	:	

WE,

1. **M/S. JAIKUMAR CONSTRUCTIONS L. L. P.,**
a Limited Liability Partnership Firm duly registered under the provisions of Limited Liability Partnership Act 2008 bearing L. L. P. Identification No. AAB-2234 **PAN NO. AAJFJ 0360 P**
Through its Partner
Shri. Hiten Haridas Rajkotia
Age : 48 Years, Occupation :- Business
Office At - Survey No. 256+257 Opp. Rasbihari International School, Near Bali Mandir, Hanuman Nagar, Mumbai Agra Road, Panchavati, Nashik-422003.
2. **Mr. Sanjaykumar Kondiram Dhakane**
Age- 47 Years, **Occ. -** Agriculturist & Service
PAN-AAZPD 6146 M
R/o.- G-147, Maratha Cement Work Colony,
At. Post. Upparwahi, Dist. Chandrapur-442908.
3. **M/s Sunrise Developers**
PAN-PAN-ACJFS 6210 P
through its Partner
Mr. Nagindas Zaverchand Mehta
Age- 73 Years, **Occ. -** Business
R/o.- 11/A, Shivkrupa, H-Wing, Old Nagardas Road,
Opp. Govardhan Nath Haveli, Andheri(W), Mumbai-400069.
4. **M/s . Areehant Developers**
Partnership Firm through its Partner
PAN-ABFFA 2203 B
Mr. Nagindas Zaverchand Mehta
Age- 73 Years, **Occ. -** Business
R/o.- 11/A, Shivkrupa, H-Wing, Old Nagardas Road,
Opp. Govardhan Nath Haveli, Andheri(E), Mumbai-400069.
Sr. No. 1 for themselves and General Power of Attorney Holder of Land owner Sr. No. 2 to 4

Empowered and qualified to execute this Deed Hereinafter referred to as THE GRANTORS

DO HEREBY STATE:

1. That the Grantors own all that piece and parcel of land and ground situate within the Registration Sub-District, Taluka and Dist. Nashik and within the limits of the Nashik Municipal Corporation,Nashik lying at Nashik being Phase No.II-A consisting of Building/Wing Nos. F, G, and H totally admeasuring built up area of 12946.69 Sq. Mtrs.

(i.e. slab area) and covering ground/plinth area of 862.33 Sq. Mtrs., and land area under the plinth of 862.33 Sq. Mtr. situated in Middle-West Side Portion specifically lying and situated on 256/2 to 6/1 + Plot No 1 to 8 out of Survey No 256/7. Out of all that piece and parcel of land and ground within the Registration, Sub-District, Taluka and Dist. Nashik and within the limits of N.M.C. bearing Survey No.256/2 to 6/6+ 256/2 to 6/8(part) + 256/2 to 6/1 + Plot No 1 to 8 out of Survey No 256/7+S.No.257/4, as per DLR record it is numbered as Survey No. 257A/4 (Area of S.No.257/4 includes area from old S.No.257/1G, 257/1F/2(p), 257/1H, 257/1e, 257/2B)+ S.No.257/9 as per DLR record it is numbered as Survey No. 257A/9 (Area of S.No.257/9 includes area from old Survey No. 257/2B(p), 257/1C, 257/1D, 257/2A/1(p)) + S.No. 257/11 as per DLR record it is numbered as Survey No. 257A/11 (Area of S.No.257/11 includes area from old S.No. 257/1A, 257/2A/1(p), 257/1B)+S.No.257/12 as per DLR record it is numbered as Survey No. 257A/12 (Area of S.No.257/12 includes area from old S.No.257/2A(p)) lying and situated at Nashik and Phase No.II-A is bounded as follows -

On or towards the East	:	By Marginal Space and Phase-II-B
On or towards the West	:	By Marginal Space and adj. Survey No. 256(P)
On or towards the South	:	By Marginal space and 12 Mtr. Internal Road.
On or towards the North	:	By Marginal Space and Survey No. 257(P)

And in addition to the above mentioned land area, **FSI of 1120.00 Sq. Mtr.** of DP Road from Survey No 256/2 to 6/8 is utilized on the aforesaid area.

Grantor No.1 is the Builder/Developer /Owner of the Buildings and structures standing thereon and along with all the appurtenances thereto all hereinafter called the said Property .Buildings bearing No's F, G and H i.e. Phase No.-II-A is the subject matter of this Deed of Declaration and are shown in the plan hereto annexed and boundaries are shown in colour.

2.A) Phase No.-II-A consisting of Building / Wing Nos. F, G and H totally admeasuring built-up area of 12946.69 Sq. Mtr. (i.e. slab area) and covering ground /plinth area of 862.33 Sq. Mtr. and land area under the plinth of 862.33 Sq. Mtr. situated in Middle-West Side Portion specifically lying and situated on Survey No. 256/2 to 6/1 +

Plot No 1 to 8 out of Survey No 256/7. Out of all that piece and parcel of land and ground within the Registration, Sub-District, Taluka and Dist. Nashik and within the limits of N.M.C. bearing Survey No.256/2 to 6/6+ 256/2 to 6/8(part) + 256/2 to 6/1 + Plot No 1 to 8 out of Survey No 256/7+S.No.257/4, as per DLR record it is numbered as Survey No. 257A/4 (Area of S.No.257/4 includes area from old S.No.257/1G, ,257/1F/2(p), 257/1H, 257/1e, 257/2B)+ S.No.257/9 as per DLR record it is numbered as Survey No. 257A/9 (Area of S.No.257/9 includes area from old Survey No. 257/2B(p), 257/1C, 257/1D, 257/2A/1(p)) + S.No. 257/11 as per DLR record it is numbered as Survey No. 257A/11 (Area of S.No.257/11 includes area from old S.No. 257/1A, 257/2A/1(p), 257/1B)+S.No.257/12 as per DLR record it is numbered as Survey No. 257A/12 (Area of S.No.257/12 includes area from old S.No.257/2A(p)) and in addition to the aforesaid land area FSI of 1120 Sq.Mtr. of DP road from S.No.256/2 to 6/8 is utilize on the aforesaid area and above mentioned total area is lying and situated at Nashik and more particularly described hereinabove is owned/having development rights by the Promoter, herein having purchased the same by various sale deeds / development agreement, which is described in details as follows (hereinafter referred to as "The Project Land")

a) M/s. Jaikumar Constructions L. L. P. (hereinafter referred as Land Owner/Promoter / Developer) seized & possessed of & otherwise well & sufficiently entitled to all that pieces or parcels of Non-Agricultural Lands bearing Revenue Survey No.256/2 admeasuring 01 Hector 60 Ares & Land bearing Revenue Survey No. 256/3 (Part) admeasuring 00 Hector 81 Ares situated, lying & being at village Nashik, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik. The said properties are purchased by said owner by different sale deeds.The respective owner of Survey No. 256/1 to Survey No. 256/8 were given an application for the admeasurements of total area of Survey No. 256 and accordingly Tahsildar Nashik gave his order vide no Adhi/Kavi/3243/2014 Dated 20/12/2014 and Deputy Superintendant of Land Record Office gave his order vide no/Nashik/Du.Ra.No. 807/14 Dated 24/11/2014, accordingly at village Nashik record of right has been corrected after obtaining permission from Collector Nashik vide no Masha/Kaksha-3/4/NA Letter No./442/2012, Nashik Dated 29/10/2012. Hence Kami Jasta Patrak was applicable and old survey no 256/2 and 256/3 is renumbered as Survey No. 256/2 to 6/1 area admeasuring 10755.00 Sq. Mtr. and Survey No. 256/2 to 6/6

area admeasuring 12225.00 Sq. Mtr. is owned and possessed and shown in the name of M/s. Jaikumar Constructions LLP, partnership firm. To that effect mutation entry no. 96263 dt. 26/02/2015 has been sanctioned and effect has been taken on 7/12 extract of the property.

Promoter purchased TDR area admeasuring 5412.13 Sq. Mtr. from DRC Certificate No. 727 by Registered Purchase Deed. Said Purchase Deed was Registered with Sub-Registrar Nashik-5 at Sr. No. 6048-2016 Dt. 10/10/2016. Out of the said TDR area part area is utilized on the Schedule property i.e. on the area of Survey No. 256/2 to 6/6.

On 16/12/2016 M/s. Jaikumar Constructions LLP had purchased Plot No. 1 to 8 total area admeasuring 3060.00 Sq. Mtr. out of Survey No 256/7 lying and situated at Nashik from Jaikumar Ratanlal Tibrewala(HUF) by Sale Deed. Said Sale Deed was registered with Sub-Registrar Nashik-3 at Sr. No. 9596/2016 dt. 19/12/2016. To that effect mutation entry no. 200071 dt. 19/05/2017 has been sanctioned and effect has been taken on 7/12 extract of the property.

Promoter owned and possessed area admeasuring 1120.00 Sq. Mtr. out of Survey No. 256/2 to 6/8. Area from the said survey number is reserved for DP Road by Nashik Municipal Corporation, Nashik. Hence against said DP Road area or in lieu of said area of DP Road, Promoter has received FSI of 1120.00 Sq. Mtr. from Nashik Municipal Corporation, Nashik. Accordingly while sanctioning building plan on Survey No. 256/2 to 6/6, 1120.00 Sq. Mtr. FSI area is utilised on the said survey number.

b) Non-Agricultural Lands area bearing Revenue Survey No. 257/1A area admeasuring 3500 Sq. Mtr. Survey No. 257/1B area admeasuring 3290 Sq. Mtr., Survey No. 257/1C area admeasuring 3290 Sq. Mtr, Survey No. 257/1D area admeasuring 3590 Sq. Mtr., Survey No. 257/1J area admeasuring 3290 Sq. Mtr., Survey No. 257/2A/1(P) area admeasuring 10203 Sq. Mtr., Survey No. 257/2B(P) area admeasuring 7200 Sq. Mtr. situated, lying & being at village Nashik, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik. Out of the said total area the following area are owned and possessed by Promoter by sale deed and by Development Agreement.

M/s. Jaikumar Constructions L. L. P. purchased area admeasuring 3500 Sq. Mtr. out of Survey No 257/1A, area

admeasuring 2190 Sq. Mtr. out of Survey No. 257/1B(P), area admeasuring 390 Sq. Mtr. out of Survey No 257/1C(P), area admeasuring 2880 Sq. Mtr. out of Survey No 257/1D(P), area admeasuring 10203 Sq. Mtr. out of Survey No 257/2A/1(P), area admeasuring 7200 Sq. Mtr. out of Survey No 257/2B(P) by different sale deeds.

Mr. Sanjaykumar Kondiram Dhakane owned and possessed area admeasuring 1100 Sq. Mtr. out of Survey No 257/1B(P), area admeasuring 2900 Sq. Mtr. out of Survey No 257/1C(P) i.e. 4000 Sq. Mtr. The said land owner has executed Development Agreement and General power of Attorney in favour of M/s. Jaikumar Constructions L.L.P. Accordingly M/s. Jaikumar Constructions L.L.P. having Development rights to develop the property.

Subsequently said land owner and developer M/s. Jaikumar Constructions LLP executed sale deed of area admeasuring 1100 Sq.Mtr.out of old Survey No.257/1B(p) newly numbered as Survey No.257/11 in favour of M/s. Jaikumar Constructions LLP.

Land owner M/s. Sunrise Developers partnership firm through its partner owned and possessed area admeasuring 710 Sq. Mtr. out of Survey No. 257/1D(P) and area admeasuring 3290 Sq. Mtr. out of Survey No 257/1J i.e. 4000 Sq. Mtr. The land owner has executed Development Agreement and General power of Attorney for the aforesaid area in favour of M/s. Jaikumar Constructions L.L.P. Accordingly M/s. Jaikumar Constructions L.L.P. having Development rights to develop the property.

c) Whereas Promoter / Developer owned and possesed area admeasuring 1090 Sq. Mtr. out of Survey No. 257/1G(P), area admeasuring 1600 Sq. Mtr. out of Survey No. 257/1F/2(P), area admeasuring 2390 Sq. Mtr. out of Survey No. 257/1H(P), area admeasuring 527 Sq. Mtr. out of Survey No. 257/1e(P).

d) Land owner Mr. Balchand Uttamchand Chordiya and Mrs. Pramila Balchand Chordiya owned and possessed area admeasuring 1100 Sq. Mtr. out of Survey No. 257/1G(P) and area admeasuring 900 Sq. Mtr. out of Survey No 257/1H(P) i.e. total area admeasuring 2000 Sq. Mtr. Said land owner had executed Development Agreement and General power of Attorney for the aforesaid area in favour of M/s. Jaikumar Constructions L.L.P. Subsequently said land owner and developer executed final sale deed in favour of M/s. Jaikumar

Constructions LLP. Threrefore M/s. Jaikumar Constructions LLP became the absolute owner of the property.

AND whereas land owner M/s. Areehant Developers partnership firm through its partner owned and possessed area admeasuring 710 Sq. Mtr. out of Survey No. 257/1e(P) and area admeasuring 3290 Sq. Mtr. out of Survey No 257/1E i.e. total area admeasring 4000 Sq. Mtr. Said land owner had executed Development Agreement and General power of Attorney for the aforesaid area in favour of M/s. Jaikumar Constructions L.L.P. Accordingly M/s. Jaikumar Constructions L.L.P. having Development rights to develop the property.

Accordingly Promoter / Developer having right to develop and construct multy storied buildings on the above mentioned total area. Accordingly stage wise construction work is going on, on the above mentioned total area.

B] The Owner / Promoter is in possession of the project land. And have all rights to develop the project land. Therefore have decided to utilize and construct buildings on the said area in a phased manner.

C] **Nature and Particulars of the entire scheme are as under –**

a] The permission for non agricultural use of the following area of land has been obtained from the Collector viz

(i) For the area admeasuring 3500 Sq. Mtr. Out of Survey No. 257/1A, area admeasuring 3290 Sq. Mtr out of Survey No 257/1B, area admeasuring 3290 Sq. Mtr out of Survey No 257/1C, area admeasuring 3590 Sq. Mtr out of Survey No 257/1D & area admeasuring 3290 Sq. Mtr out of Survey No 257/1J, area admeasuring 5403 Sq. Mtr. Out of Survey No 257/2A/1(P), area admeasuring 3290 Sq. Mtr. Out of Survey No 257/1H, area admeasuring 3290 Sq. Mtr. Out of Survey No 257/1e, area admeasuring 3290 Sq. Mtr. Out of Survey No 257/1E, area admeasuring 1938.90 Sq. Mtr. Out of Survey No 257/1F/2, area admeasuring 3290 Sq. Mtr. Out of Survey No 257/1G are allowed to use for Non-Agricultural purpose by order of Collector of Nashik vide No. Maha/Kaksha-3/4/N.A. Letter No./443/2012 Nasik, Dt. 26/11/2012.

(ii) For the area admeasuring 4800 Sq. Mtr out of Survey No 257/2A/1(P) and area admeasuring 7200 Sq. Mtr out of Survey No 257/2B are allowed to use for Non-Agricultural purpose by order of Collector of Nashik vide No. Maha/Kaksha-3/4/N.A. Letter No./28/2014 Nasik, Dt. 08/10/2014.

(iii) For the area admeasuring 7781.02 Sq. Mtr out of Survey No 256/2(P) and area admeasuring 15238.16 Sq. Mtr out of Survey No 256/3 are allowed to use for Non-Agricultural purpose by order of Collector of Nashik vide No. Mah/Desk-3 / 4 / N. A. S. R./ 442 / 2012, Nashik Dated 29/10/2012.

b] Initially the layout is sanctioned for the area of 57393 Sq.mtrs. from Survey No. S.No.256/2 to 6/6 + 256/2 to 6/8(part) + 256/2 to 6/1 + Plot No.1 to 8 out of Survey No. 256/7 + 257/1A + 257/1B + 257/1C + 257/1D + 257/1J + 257/2A/1(P) +257/2B (P) and after excluding area of amenity space admeasuring 2658.10 Sq. mtrs. and area under D. P. Road admeasuring 1120 Sq. mtrs. layout was sanctioned for the remaining area admeasuring 53,162.05 Sq. Mtrs. accordingly the building permission was sanctioned by Nashik Municipal Corporation, Nashik vide Commencement Certificate bearing No.**C-1/61/610 dated 29.04.2017.** Subsequently promoter has planed for development by adding area 15737 Sq. Mtr. from adjoining Survey No. 257/2B(P), 257/1G(P), 257/ 1F/2(P), 257/1H, 257/1e(P) & 257/1E with above mentioned 57393 Sq. Mtr. area and therefore the promoter as a owner /developer is entitled to develop whole project on area admeasuring 73130 Sq. Mtr. in a phased manner. To that effect promoter has obtained revise commencement certificate vide letter No. **LND/BP/C1/675/17083 dt. 01/03/2018.** As well as Promoter has a right to add additional adjacent area in the said total area of project. After completing construction of buildings Promoter Developer obtained completion certificate for building no. "F, G & H" from Nashik Municipal Corporation, Nashik vide their completion certificate No. **NNIVI/C-1/22763/86 dt. 20/04/2019** and copiy is annexed herewith. Buildings bearing nos. F, G and H i.e. Phase No.-II-A is a subject matter of this deed are shown in the plan attached herewith.

c] The owner of S.No.257(p) M/s. Jaikumar Constructions LLP and other land owners had made an application to District Land record office for admeasurements of total area of land, from above survey numbers. Accordingly total land area were admeasured and as per order of Superitendent, Bhumi Abhilekh, Land Record office, Nashik vide no.167/17 and D.R.No.1021/17, dt.13-02-2017, kamijast patrak is applicable at village. Therefore New Survey numbers are applicable at the place of old Survey numbers are as follows,

PARKSYDE

1) S.No.257/4 total area admeasuring 15737 Sq.Mtr. in this total area

- **a)** M/s. Jaikumar Constructions LLP having ownership right in the area admeasuring 9737 Sq.Mtr.(it's old S.No.257/1G(p) area 1090 Sq.Mtr., S.No.257/1F/2(p) area 1600 Sq.Mtr., S.No.257/1H area 2390 Sq.Mtr., S.No.257/1e(p) area 527 Sq.Mtr., S.No.257/2B(p)4130 Sq.Mtr.)
- **b)** Balchand Uttamchand Chordiya,Pramila Balchand Chordiya having ownership right in the area 2000Sq.Mtr., (it's old S.No.257/1G(p) area 1100 Sq.Mtr., S.No.257/1H area 900 Sq.Mtr.)
- **c)** M/s. Arihant Developers partnership firm through partner having ownership right in the area 4000 Sq.Mtr. (it's old S.No.257/1e(p) area 710 Sq.Mtr., S.No.257/1E area 3290 Sq.Mtr.)

2) S.No.257/9 total area admeasuring 19833 Sq.Mtr.. In this total area

- **a)** Jaikumar Constructions LLP having ownership right in the area 12933 Sq.Mtr., (its' old S.No. 257/2B(p) area 3070 Sq.Mtr., S.No.257/2A/1(p) area 6593 Sq.Mtr., S.No.257/1C(p) area 390 Sq.Mtr., S.No.257/1D(p)2880 Sq.Mtr.)
- **b)** Sunrise Developers having ownership right in the area admeasuring 4000 Sq.Mtr.,(it's old S.No. 257/1D(p)area 710 Sq.Mtr., S.No.257/1J area 3290 Sq.Mtr.)

3) S.No.257/11 total area admeasuring 10100 Sq.Mtr. in this total area

- **a)** Jaikumar Constructions LLP having ownership right in the area 9000 Sq.Mtr.,(its old S.No. 257/1A(p) area 3500 Sq.Mtr., S.No.257/2A/1(p) area 3610 Sq.Mtr., S.No.257/1B area 1890 Sq.Mtr.)
- **b)** Sanjay Kondiram Dhakane having ownership right in the area 1100 Sq.Mtr.,(its old S.No. 257/1B(p) 1100 Sq.Mtr.)

4) S.No.257/12 total area admeasuring 249.05 Sq.Mtr., in this total area M/s. Jaikumar Constructions LLp having ownership right in the said area .(its old S.No.257/2A/1(p) 249.05 Sq.Mtr.)

Accordingly mutation entry No.200970 , dt. 14-11-2018 has been sanctioned by revenue authority.

D] The Grantor/ promoter has planned to Develop the said project in seven phases out of those phases, Phase No.-I, II-A , II-B , III, IV-A,

IV-B are approved by NMC, Nashik and Phase No. V-A is partly approved by NMC, Nashik. The said phases are develop on total gross area admeasuring 73130 Sq. Mtr. plus additional area which will be added in near future. The above mentioned phases are registered with competent authority established under Real Estate Regulatory Authority. Accordingly Phase No. II-A is registered vide no. **P51600009429**. The Grantor/ Promoter will use balance FSI & avail the FSI for area under reservations / TDR / Premium FSI and the same will be used in Phase no. V-A by constructing additional wings/ buildings /floors as shown in Plan and will also be used on following proposed phases or all future phases. Grantor/ Promoter has already purchased adjoining land bearing Survey No. 257/2B(P), 257/1G(P), 257/ 1F/ 2(P), 257/1H, 257/1e(P) & 257/1E admeasuring 15,737.00 Sq. Mtrs. Said survey numbers are newly numbered as S.No.257/4 area admeasuring 15737 Sq.Mtr. On the said area Promoter / Developer has prepared revised plan of the present layout by amalgamating the said new land in the sanctioned layout and the said plan is sanctioned by Nashik Municipal Corporation vide there letter No. LND/BP/C1/675/17083 dt. 01/03/2018 and Buildings/ Wings on the said area are called Phase No. V-A. Area from Survey No. 256(P) and other adjacent area has also been purchased by the Promoter and in the near future it will be amalgamated with Phase One to Phase Seventh There will be recreational area or facilities in the said Phase V-A and all such common area and facilities among all seven phases and it would be common for all seven phases. The separate Associations will be formed for all the unit holders of each phase. The said saperate Association of each phase will be registered under the provisions of the Maharashtra Apartment Ownership Act 1970 and Real estate regulation act, 2016 through separate declarations. All associations of all Phases shall join in formation of federation of all Associations. And said Federation / Apex Body would act as a head of all Associations and Federation would be ultimate title bearer for whole project. The board of members of the federation will be elected by a procedure laid down in the bye laws of the federation. The board of members of federation will also become de-facto directors of the company i.e. **M/s. Parksyde Homes Association,** registered u/s 8 of the companies act, 2013, on 27/ 02/2018 bearing CIN U93000MH2018NPL305691, for maintenance of all common facilities provided for all phases. However, this de-facto directorship would become effective only after vacation of office of first directors of the company i.e. after obtaining completion certificate of last building of the lay out project.

The title of the promoter/developer/grantor in respect of the

entire undivided/underneath land area of all buildings/wings along with common area, amenities and facilities, shall be conveyed in favour of Federation of Association of all the Apartments within stipulated time period from the date of issue of occupancy certificate to the last of the building/wing in the layout. The period of conveyance is, henceforth, also specifically and separately defined in each agreement to sale entered with allottee's.

E] In the same manner the Grantor/ Promoter may join additional adjoining lands in the said larger scheme without however affecting rights of the purchaser / unit holders in their apartment. The Allottee/ s / unit holders has/have given their irrevocable permission for the changes in the layout plan as the same does not affect unit holder/s apartment, and has authorized the Grantor/ Promoter to do all acts, deeds and things for getting the said plans accordingly revised. While sanctioning revised building plan, if due to the present or future legal provisions, DC Rules or orders it becomes necessary to provide accommodation/flat/housing area/Apartment for allotment thereof to economically weaker section or such group through or without intervention of MHADA or Government or Corporation or other institution at cost or for constructions cost then the promoter shall be entitled to revise the plans for providing the said accommodation and use of FSI given in lieu thereof. The allottee / purchaser also have given their irrevocable consent for the same.

F] Being owner and developer the Grantor/ Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove. And also having right to sell constructive area to prospective purchaser.

G) The Buildings/Project shall be known as "PARKSYDE HOMES PHASE-II-A APARTMENT" and its postal address shall be Survey No 256(P) and 257(P), near Bali Mandir, Opp. Rasbihari School, Off. Mumbai Agra Road, Hanuman Nagar, Panchavati, Nashik-422003.

H) The said project / Parksyde Homes Phase-II-A comprises of 3 buildings/wings namely Wing Nos. F, G and H. And the said buildings / structures is the subject matter of this deed.

A] BUILDING/WING NO."F" : The said Wing No.-"F" consists of parking plus Twelth floors. There are four residential units each on the first to twelth floors. Respectively bearing Apartment Nos. F-101 to F-104 on first floor, Nos. F-201 to F-204 on second floor, Nos. F-301 to F-304 on third floor, Nos. F-401 to F-404 on fourth floor, Nos. F-501

to F-504 on fifth floor, Nos. F-601 to F-604 on sixth floor, Nos. F-701 to F-704 on seventh floor, Nos. F-801 to F-804 on eighth floor, Nos. F-901 to F-904 on ninth floor, Nos. F-1001 to F-1004 on tenth floor, Nos. F-1101 to F-1104 on the eleventh floor, Nos. F-1201 to F-1204 on the twelfth floor. The said Wing has 2 lifts and two staircase columns. There is a terrace above the Wing. There is parking space on the ground floor.

B] BUILDING/WING NO."G" : The said Wing No.-"G" consists of parking plus Twelth floors. There are four residential units each on the first to twelth floors. Respectively bearing Apartment Nos. G-101 to G-104 on first floor, Nos. G-201 to G-204 on second floor, Nos. G-301 to G-304 on third floor, Nos. G-401 to G-404 on fourth floor, Nos. G-501 to G-504 on fifth floor, Nos. G-601 to G-604 on sixth floor, Nos. G-701 to G-704 on seventh floor, Nos. G-801 to G-804 on eighth floor, Nos. G-901 to G-904 on ninth floor, Nos. G-1001 to G-1004 on tenth floor, Nos. G-1101 to G-1104 on the eleventh floor, Nos. G-1201 to G-1204 on the twelfth floor. The said Wing has 2 lifts and two staircase columns. There is a terrace above the Wing. There is parking space on the ground floor.

C] BUILDING/WING NO."H" : The said Wing No.-"H" consists of parking plus Twelth floors. There are four residential units each on the first to twelth floors. Respectively bearing Apartment Nos. H-101 to H-104 on first floor, Nos. H-201 to H-204 on second floor, Nos. H-301 to H-304 on third floor, Nos. H-401 to H-404 on fourth floor, Nos. H-501 to H-504 on fifth floor, Nos. H-601 to H-604 on sixth floor, Nos. H-701 to H-704 on seventh floor, Nos. H-801 to H-804 on eighth floor, Nos. H-901 to H-904 on ninth floor, Nos. H-1001 to H-1004 on tenth floor, Nos. H-1101 to H-1104 on the eleventh floor, Nos. H-1201 to H-1204 on the twelfth floor. The said Wing has 2 lifts and two staircase columns. There is a terrace above the Wing. There is parking space on the ground floor.

3. The members of the PARKSYDE HOMES, Phase-II-A Association of Apartment Owners have among themselves got allotted car parking areas for their respective exclusive uses and avoidance of dispute in future and it is agreed by and between them that the same are and shall be irrevocable allotments and the said right shall run with their respective apartments and the said right shall be heritable and transferable along with the respective apartments and cannot be separated from the apartments. All the said purchasers / unit holders/ members of the Association have requested the Grantor to convey

their respective apartments along with the said exclusive allotments of their respective carparks. The said fact and agreement is hereby confirm by this Deed of Declaration.

4. All the units are capable of independent use and occupation on account of they having their own exit to the common areas and facilities and leading to the main exit of the property. The units will be owned by one or more persons, each having a particular and exclusive property thereto, each Apartment constituting a heritable and transferable immovable property within the meaning of common law for the time being in force in the state, and also undivided share in the general and/or restricted common areas and facilities of the building as enumerated herein below necessary for their adequate use and enjoyment and hereinafter referred to as the General and/or restricted common areas and facilities, all the same in accordance with the Maharashtra Apartment Ownership Act, 1970.

5. The units in the said building/s are meant for use of residential purpose only and for occupation of the unit holders and their lawful nominee alone and in no case the said units or any part thereof shall be used for any purpose not permitted by law. It is also declared that in case the Unit holders do not require the unit for his/ their personal use and occupation then he/she/they may allow the Unit to be used by such occupier by way of lease or license, having a prudent family and the unit holder shall inform in writing the same to the Association and obtain necessary no objection certificate from the Association. And in no case the unit shall be allowed to be occupied as a guest house or transient accommodation.

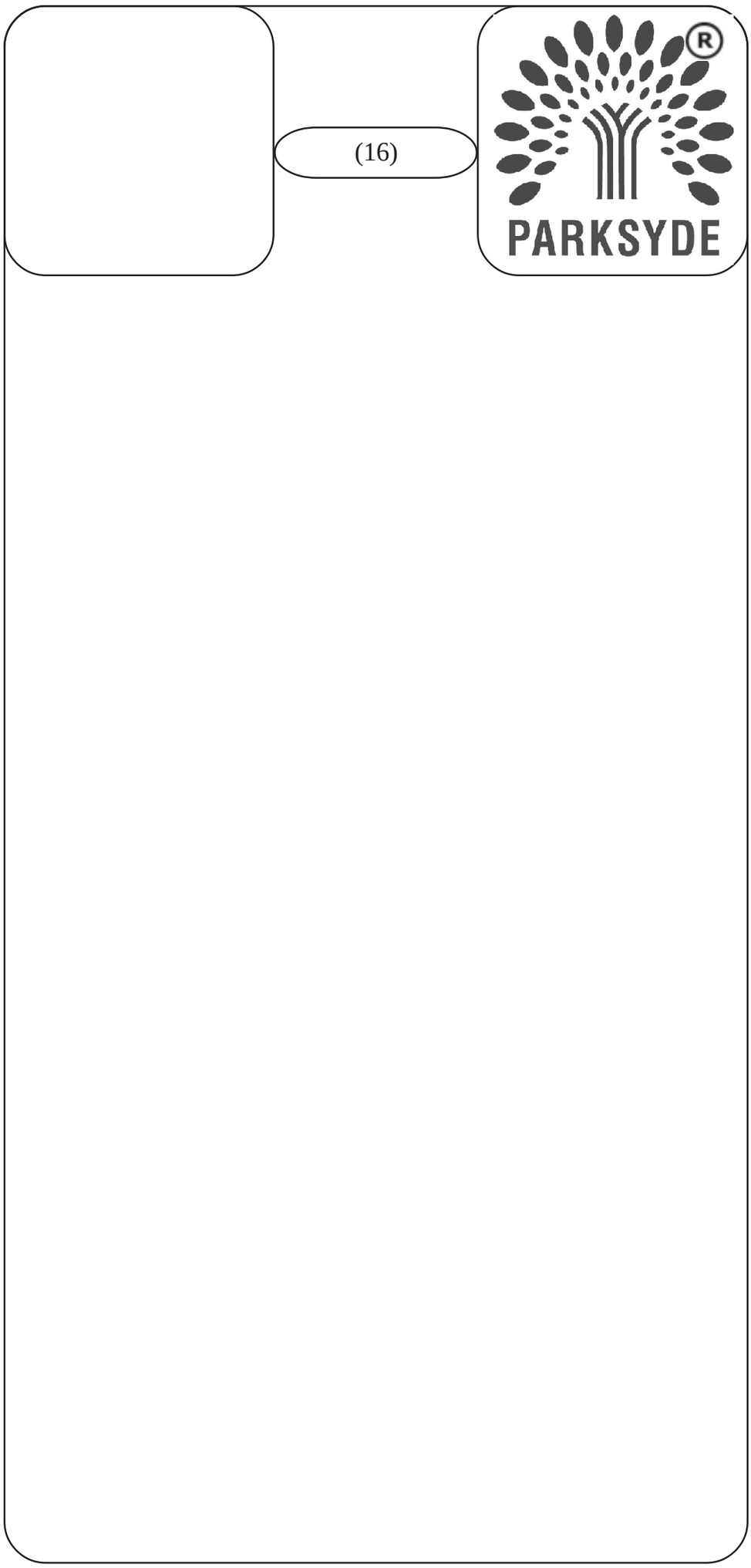
6. All the common facilities and amenities which are specifically mentioned hereunder are common for all phases and shall be provided or constructed as per stage wise construction of each phase. Said common facilities and amenities for all phases would be handed over to the Federation of Association, which is head of all Associations of all phases.

7. Each apartment owner may use the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other apartment owners.

8. That the condominium shall be called " Parksyde Homes, Phase-II-A Apartment" and the Apartments/units and common areas and facilities shall be as follows ,



(15)


(16)
PARKSYDE



(17)

II. Common areas and facilities common among apartment/units in Parksyde Homes Phase-II-A :

1. The parcel of land described in para 1 above i.e. land area under the plinth (subject to the right of exclusive uses that will be allotted to various units)
2. The footing, RCC structures and main walls of the buildings.
3. Staircase column and lift with lift room in the building/s, fire equipments, common entrance and exits of the building.
4. Common sewage / drainage, water, electrical lines, power backup.
5. Overhead water reservoirs and plumbing machinery, pumps etc.
6. Electrical meters, wiring connected to common lights, lifts, pumps.
7. Two Passenger lifts per wing. (One lift having power backup)
8. Street lights.
9. Covered car / scooter / cycle parking spaces subject to arrangement to be done by all purchasers among themselves for the sake of orderly use and avoidance of disputes to be got confirmed by the purchasers from the association.

III. Limited common area and facilities among Apartment / units in Parksyde Homes - Phase-II-A :

1. Partition walls between the two units shall be limited common property of the said two units.
2. Sit out / open balcony shall exclusively belong to such respective flats is specifically mentioned in purchasers agreement.
3. Other exclusive and limited common areas and facilities as mentioned in body of this deed.
4. Other exclusive and limited common area and facilities as mentioned in this deed.
5. All areas which are not covered under aforesaid head common, areas and facilities are restricted areas and facilities.
6. Marginal spaces.

IV. Common area and facilities common among all Phases to be owned by Federation of Associations of All Phases :

1. Open Spaces under the present and revised layout and club house.
2. Internal pathways.
3. Transformer, common STP, underground water tank.
4. The above common area and facilities shall be developed, constructed and made operational progressively as per the progress of various phases.

The following all common area and facilities are common for all Phases and said facilities will be completed and provided as per constructions of each phase.

V. Common area and facilities / amenities for all the Phases of the project to be completed Phase wise as follows :

With Phase-I

1. Open Badminton Court.
2. Cricket Net
3. Garden and Seating Areas
4. Kids play area

With Phase-II-A

1. Pavilion.
2. Lawn.
3. Stage
4. Club House and party lawn
5. Swimming Pool.

With Phase-III

1. Kids Play area.
2. Temple.
3. Herbal/Medicinal Garden.
4. Meditation Pavilion.
5. Involute Path/Acupressure Path.
6. Thick Plantation
7. Fragrance Garden.
8. Indoor Games-Pavilion.
9. Play Maze.
10. Stage.
11. Lawn + Tree Plaza
12. Walkway.

With Phase-IV-B

1. Basket ball Court.
2. Tennis Court.
3. Jogging Track.
4. Outdoor Green GYM.
5. Skating Rink.
6. Cycle Track.
7. Amphitheatre.
8. Kids Play area.
9. Seating area.
10. Lawn.
11. Butterfly Garden.

12. Gravel Bed.
13. Play Ground.
14. Barbeque area.
15. Lily Pond.
16. Acupressure Path.
17. Pavilion.
18. Play Maze.
19. Fragrance Garden.
20. Walkway.
21. Common ground water storage tank.
22. Compound walls, fencing and gates.
23. STP
24. Internal roads with street lights
25. Transformers
26. Common drainage, water and electrical lines with water and electrical meters.

9] **EXCLUSIVE AREAS :**

All the flat allottees / purchasers in the said Phase-II-A (who have till this day purchased the Flat/ Apartments in the said Phase-II-A) have among themselves, for the sake of orderly use and avoidance of disputes in future, by their own volition, selected car parks among themselves on 'first come first serve' basis. Therefore the said selection is confirmed by the members of the Parksyde Homes Phase-II-A Association of Apartment Owners among themselves for the exclusive use of the respective unit holders are as under:

Wing/Building No."F "

Apartment No.	Carpark No.	Apartment No.	Carpark No.
101	OPF-21	304	OPF-44
102	OPF-28	401	CPF-01
103	OPF-46	402	OPF-22
104	OPF-38	403	OPF-31
201	OPF-32	404	CPF-16
202	CPF-03	501	OPF-23
203	OPF-47	502	CPF-12
204	OPF-41	503	CPF-08
301	CPF-02	504	OPF-48
302	CPF-14	601	CPF-10
303	OPF-26	602	CPF-13

Apartment No.	Carpark No.	Apartment No.	Carpark No.
603	OPF-27	904	OPF-30
604	OPF-19	1001	CPF-15
701	CPF-05	1002	OPF-42
702	CPF-11	1003	OPF-39
703	OPF-29	1004	OPF-34
704	CPF-09	1101	CPF-06
801	CPF-04	1102	OPF-36
802	CPF-18	1103	CPF-07
803	OPF-24	1104	OPF-40
804	OPF-45	1201	OPF-33
901	CPF-17	1202	OPF-20
902	OPF-25	1203	OPF-35
903	OPF-37	1204	OPF-43

Wing/Building No."G"

Apartment No.	Carpark No.	Apartment No.	Carpark No.
101	OPG-41	701	OPG-17
102	OPG-43	702	CPG-12
103	OPG-46	703	CPG-03
104	OPG-15	704	OPG-23
201	CPG-10	801	CPG-09
202	OPG-47	802	OPG-34
203	OPG-37	803	CPG-08
204	CPG-06	804	CPG-07
301	OPG-20	901	OPG-21
302	CPG-05	902	OPG-28
303	CPG-02	903	OPG-45
304	OPG-16	904	OPG-24
401	OPG-33	1001	OPG-27
402	OPG-32	1002	OPG-13
403	OPG-35	1003	OPG-25
404	OPG-31	1004	OPG-18
501	OPG-19	1101	OPG-14
502	OPG-29	1102	OPG-01
503	OPG-38	1103	OPG-42
504	OPG-36	1104	OPG-39
601	OPG-22	1201	OPG-26
602	CPG-04	1202	OPG-48
603	OPG-40	1203	OPG-44
604	OPG-30	1204	CPG-11

Wing/Building No."H"

Apartment No.	Carpark No.	Apartment No.	Carpark No.
101	OPH-23	701	CPH-14
102	OPH-25	702	OPH-29
103	OPH-16	703	CPH-09
104	OPH-46	704	OPH-44
201	CPH-13	801	CPH-07
202	OPH-24	802	OPH-38
203	OPH-15	803	OPH-35
204	OPH-18	804	OPH-20
301	CPH-04	901	CPH-11
302	OPH-34	902	OPH-37
303	OPH-17	903	OPH-32
304	CPH-03	904	CPH-08
401	OPH-21	1001	OPH-47
402	CPH-10	1002	OPH-39
403	OPH-28	1003	OPH-33
404	OPH-48	1004	CPH-06
501	CPH-12	1101	OPH-31
502	OPH-27	1102	OPH-41
503	OPH-22	1103	OPH-36
504	CPH-02	1104	CPH-05
601	CPH-01	1201	OPH-43
602	OPH-19	1202	OPH-30
603	OPH-26	1203	OPH-40
604	OPH-45	1204	OPH-42

10. The rights of the above mentioned limited common and exclusive areas and facilities shall be heritable and transferable along with the respective flat/flats/units as the case may be and the same shall be subject to the right of the Association, its office bearers and their representatives for use of the said exclusive, limited common areas and facilities for the purpose and to the extent of maintenance of the common areas and facilities.

11. The promoter/ developer declared that the new Act Real Estates Regulatory Act(RERA) was introduced on 01/05/2017. Before the said act came in to existence the promoter/developer had mentioned the area of flats / units by following then prevailing rules and regulations. Therefore the said carpet area is also mentioned in the below chart which is according to the old regulations. After the applicability of Real Estates Regulatory Act promoter / developer by

following guidelines of said new act mentioned the area of unit / flats in agreement to sale. But after the applicability of said new Act competent authority from time to time gave guidelines for calculations of flat area. Therefore in the below chart some minute variations may be found.

12. The right, title and interest of each owner of the Apartment or from Phase-II-A in the General Common Areas and Facilities and their proportionate share in the profits and common expenses in the General and Common areas and facilities provided within the buildings or Phase-II-A for the purpose of voting in the meeting of the Association of Apartment Condominium is based on the proportionate area of each Apartment to the total area of various units (as values are calculated in proportion to the areas) as follows:-

Wing/Building No."F"

Unit No.	Carpet Area in Sq. Mtr. (Before RERA)	Carpet Area in Sq. Mtr. (After RERA)	Share %
101	70.23	72.77	0.7771
102	72.77	72.77	0.7771
103	72.77	72.77	0.7771
104	70.23	72.77	0.7771
201	70.23	72.77	0.7771
202	70.23	72.77	0.7771
203	70.26	72.77	0.7771
204	70.23	72.77	0.7771
301	72.77	72.77	0.7771
302	72.77	72.77	0.7771
303	70.26	72.77	0.7771
304	70.23	72.77	0.7771
401	72.77	72.77	0.7771
402	72.77	72.77	0.7771
403	70.23	72.77	0.7771
404	72.77	72.78	0.7773
501	72.77	72.77	0.7771
502	70.23	72.77	0.7771
503	70.23	72.77	0.7771
504	72.77	72.77	0.7771
601	70.23	72.77	0.7771
602	70.23	72.77	0.7771

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Unit No.	Carpet Area in Sq. Mtr. (Before RERA)	Carpet Area in Sq. Mtr. (After RERA)	Share %
603	70.23	72.77	0.7771
604	72.77	72.78	0.7773
701	72.77	72.77	0.7771
702	70.23	72.77	0.7771
703	70.23	72.77	0.7771
704	70.23	72.77	0.7771
801	70.23	72.77	0.7771
802	72.77	72.77	0.7771
803	72.77	72.77	0.7771
804	70.23	72.77	0.7771
901	70.23	72.77	0.7771
902	70.23	72.77	0.7771
903	72.77	72.77	0.7771
904	72.77	72.77	0.7771
1001	70.23	72.77	0.7771
1002	70.23	72.77	0.7771
1003	72.77	72.77	0.7771
1004	72.77	72.77	0.7771
1101	72.77	72.77	0.7771
1102	72.77	72.77	0.7771
1103	72.77	72.77	0.7771
1104	72.77	72.77	0.7771
1201	72.77	72.78	0.7773
1202	72.77	72.78	0.7773
1203	72.77	72.78	0.7773
1204	72.77	72.78	0.7773

Wing/Building No."G"

Unit No.	Carpet Area in Sq. Mtr. (Before RERA)	Carpet Area in Sq. Mtr. (After RERA)	Share %
101	56.16	56.17	0.5999
102	56.16	56.16	0.5998
103	56.16	56.16	0.5998
104	56.16	56.16	0.5998
201	56.16	56.16	0.5998
202	56.16	56.17	0.5999
203	56.16	56.16	0.5998



Unit No.	Carpet Area in Sq. Mtr. (Before RERA)	Carpet Area in Sq. Mtr. (After RERA)	Share %
204	56.16	56.19	0.6001
301	55.74	56.16	0.5998
302	56.16	56.17	0.5999
303	55.74	56.16	0.5998
304	56.16	56.16	0.5998
401	56.16	56.17	0.5999
402	56.16	56.16	0.5998
403	56.16	56.17	0.5999
404	56.16	56.17	0.5999
501	56.16	56.16	0.5998
502	56.16	56.16	0.5998
503	56.16	56.17	0.5999
504	56.16	56.16	0.5998
601	55.74	56.16	0.5998
602	56.16	56.16	0.5998
603	56.16	56.16	0.5998
604	56.16	56.16	0.5998
701	56.16	56.16	0.5998
702	56.16	56.16	0.5998
703	56.16	56.17	0.5999
704	56.16	56.16	0.5998
801	56.16	56.17	0.5999
802	56.16	56.16	0.5998
803	56.16	56.16	0.5998
804	56.16	56.16	0.5998
901	55.74	56.16	0.5998
902	56.16	56.16	0.5998
903	56.16	56.17	0.5999
904	56.16	56.16	0.5998
1001	56.16	56.17	0.5999
1002	56.16	56.16	0.5998
1003	56.16	56.17	0.5999
1004	56.16	56.16	0.5998
1101	56.16	56.16	0.5998
1102	56.16	56.17	0.5999
1103	56.16	56.17	0.5999
1104	56.16	56.17	0.5999

PARKSYDE

Unit No.	Carpet Area in Sq. Mtr. (Before RERA)	Carpet Area in Sq. Mtr. (After RERA)	Share %
1201	56.16	56.17	0.5999
1202	56.16	56.17	0.5999
1203	56.16	56.17	0.5999
1204	56.16	56.16	0.5998

Wing/Building No."H"

Unit No.	Carpet Area in Sq. Mtr. (Before RERA)	Carpet Area in Sq. Mtr. (After RERA)	Share %
101	64.01	66.14	0.7063
102	64.01	66.14	0.7063
103	64.01	66.14	0.7063
104	64.01	66.14	0.7063
201	66.14	66.14	0.7063
202	64.01	66.14	0.7063
203	66.14	66.15	0.7065
204	64.01	66.14	0.7063
301	64.00	66.14	0.7063
302	66.14	66.14	0.7063
303	64.01	66.14	0.7063
304	66.14	66.14	0.7063
401	66.14	66.15	0.7065
402	64.01	66.14	0.7063
403	66.14	66.14	0.7063
404	64.01	66.14	0.7063
501	64.01	66.14	0.7063
502	64.01	66.14	0.7063
503	66.14	66.14	0.7063
504	64.01	66.14	0.7063
601	64.01	66.14	0.7063
602	64.01	66.14	0.7063
603	66.14	66.14	0.7063
604	64.01	66.14	0.7063
701	64.01	66.14	0.7063
702	66.14	66.14	0.7063
703	64.01	66.14	0.7063
704	66.14	66.14	0.7063
801	66.14	66.14	0.7063

Unit No.	Carpet Area in Sq. Mtr. (Before RERA)	Carpet Area in Sq. Mtr. (After RERA)	Share %
802	66.14	66.15	0.7065
803	64.01	66.14	0.7063
804	60.00	66.14	0.7063
901	64.01	66.14	0.7063
902	66.14	66.14	0.7063
903	64.01	66.14	0.7063
904	66.14	66.14	0.7063
1001	64.01	66.14	0.7063
1002	66.14	66.15	0.7065
1003	64.01	66.14	0.7063
1004	66.14	66.15	0.7065
1101	66.14	66.14	0.7063
1102	64.01	66.14	0.7063
1103	66.14	66.14	0.7063
1104	66.14	66.14	0.7063
1201	66.14	66.15	0.7065
1202	66.14	66.15	0.7065
1203	66.14	66.15	0.7065
1204	66.14	66.15	0.7065
Tota Carpet area Wing "F", "G" & "H"	9250.05	9363.72	100 %

The proportionate representation for voting purposes may be limited in accordance with the Provisions of Bye-Laws attached hereto at Exhibit "B".

13. i) It is declared that as mentioned above each unit / apartment holder has right to use the common area, spaces, amenities and facilities of Phase-II-A. Subsequently the unit holder will also have right to use common amenities and facilities of other phases, as soon as the said phases will be completed by the promoter and handover it to the use of all unit holders, said amenities and facilities are specifically mentioned hereinabove.

ii) After obtaining completion certificate of last building of the last phase, all Association of all phases will join in formation of federation, which will be the apex body of all associations and will become the title holder of total land area, buildings common

spaces and facilities and amenities of the project. The title of the promoter / developer /grantor in respect of the entire undivided / underneath land area of all buildings / wings along with common area, amenities and facilities shall be conveyed within 3 months from the date of issue of occupancy certificate to the last of the building / wing in the lay-out. The period of conveyance is henceforth, also specifically and separately defined in each agreement to sale entered with flat /unit holder / allottees.

iii) As mentioned above the Grantor/promoter / developer will handover the entire land area, common area amenities and facilities to the federation of all phases or all association. Each unit holder will subsequently have undivided right in the total project land, common areas and facilities of the whole project. The said ratio of undivided right will be automatically derived when the last building of last phase will be completed. And said undivided ratio of each apartment owner would be automatically arrived at by considering ratio of carpet area of each apartment / unit to the total project land area.

14. i) Grantor/Promoter / developer has formed **M/s. Parksyde Homes Association a** company (Herein after called a company) registered u/s 8 of the companies act, 2013 for maintenance of all common facilities provided for all phases. Said facilities shall be provided/ constructed by promoter as per stage wise construction of each phase. Said company shall maintain all common spaces, amenities and facilities for all phases or project from the common maintenance amount of all unit/apartment holders of all phases. The company would also be in control of all the financial affairs of the project related to maintenance, and will be authorized to accept deposits from members and invest/ expense those deposits. The company is a independent and separate legal entity, and is not governed or influenced by Grantor/Owner/ developer in any manner whatsoever. Hence the appointment of first directors is for a fixed tenure as a interim arrangement only i.e. till the completion of whole layout project.

The company is already incorporated bearing CIN U93000MH2018NPL305691. The company would have its own set of rules and regulation prescribed under Memorandum and articles of association. The said memorandum and articles of association also forms part of this declaration and attached herewith as Exhibit "C-

1" & "C-2".

A] Quantum of the maintenance charges for maintenance of common area and facilities common among all wings, and limited common area and facilities common among the unit holders in each building shall be decided by the Executive committee of the company and elected members of association, jointly and severally, in accordance with the articles and memorandum of association of the company.

B] Executive committee of the company and elected member of associations shall be jointly and severally, in control of the said common or limited common areas and facilities (as the case may be) and shall be entitled to disconnect the use and services thereof to the member/s who may default in payment of the maintenance charges.

C] Executive committee of the company and elected members of the association shall be jointly and severally, shall be entitled to keep part of the money collected as a reserve fund for major expenses. A company shall also be entitled to charge interest on the defaulted amount @ 2% per month. There shall be a charge of the dues on the flat property of the defaulter.

15. Each apartment owner shall comply strictly with the bye-laws and with the administrative rules and regulations adopted by the association and with the memorandum and article of association of a company, pursuant there to either of and the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in the declaration or in the deed of apartment. Failure to comply with any of the same shall be a ground for an action to recover sums due for damages or injunctive relief or both maintainable by a company or Board of managers on behalf of the Association of Apartment owners, or in a proper case by an aggrieved apartment owner.

16. (a) It is hereby declared that the unit holders of the Parksyde Homes Phase-II-A Apartment Condominium shall be liable to contribute towards the payment of N.A. Taxes and all other outgoings that may be levied by the Govt. or the local authorities in respect of the property more particularly described in above.

(b) The limited common areas and facilities shall be maintained by the flats/units who share the said area and cost/expense thereof shall be shared by them in proportion to their respective carpet

area.

(c) The unit holders of the association will be liable to contribute towards the maintenance of the common areas and facilities of the entire layout like common roads, garden, drainage, electrical and water lines, etc.

(d) As promoter / developer will construct group housing project on above mentioned joint lay-out, the unit holder or apartment holder or Association of Apartment owners of any Phase shall not enter the name of Individual flat owner or name of Association in the ownership or other rights colomn of 7/12 extract or DLR record or any other Government record. After completion of all phases or last building of last phase, Promoter will give an application to enter the name of Associations or Federation of all Associations in the ownership colomn of record of right.

17. That the administration of the Parksyde Homes Phase-II-A Apartment Condominium consisting of the aforementioned building/s and parcel of land i.e. plinth area as described hereinabove in clause 1 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 as Exhibit "B".

18. That as it 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 all the units on all the floors will be owned as individual properties capable of independent use on account of each having its own exit to common areas and facilities of the building, each unit owner having an exclusive and particular right, title and interest over his respective unit and in addition to the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

19. That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

20. That the percentage of the undivided interest in the general and/or restricted common areas and facilities of structure under Phase-II-A established herein shall not be changed without the unanimous consent of all the Apartment Owners expressed in amendment to this Deed duly registered.

21. That the undivided interest or interest in the general and/or restricted areas and facilities of structure under Phase-II-A shall not be separated from the Unit to which it is attached and shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instruments.

22. That each Apartment Owners shall comply with the provisions of this Deed, Bye-Laws, Article of Association and memorandum of Parksyde Homes Association (Exhibit-C-1 & C-2), Decisions and Resolutions of the Association of Apartment Owners or its representatives and failure to comply with any such provisions, decision or resolutions shall be binding for an action to recover sums due for damages and/or for injunctive relief.

23. 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 after execution and registration of deed/s of apartments (if any) unless all of the Apartment Owners in whose favour apartment deeds will then be executed (if any) unanimously agree to such revocation or amendment or removal of the property from the plan by duly registered instrument.

24. That no Apartment Owner of a unit will exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by abandonment of his unit. Provided however that the Grantor shall not be liable to such contribution or any other payment regarding unsold or unallotted units or units of which construction is not completed or possession is not delivered.

25. That all the present or future owners, tenants, future tenants or any other person that might use the facilities of the building as a prudent man are subject to the provisions of this Deed and that mere acquisition or rental of any of the units of the building or the mere act of occupying of the said units shall signify that the provisions of this Deed are accepted and ratified. The respective unit shall not be rented or given on leave and license or care taker basis by the Apartment Owners thereof for transient or hotel purposes which shall be defined as (a) rental compensation for any period less than thirty days or (b) any rental by which the occupants of the units are provided customary hotel or boarding or lodging or paying guest services. Other than the

foregoing obligations, the Apartment Owners of the respective units shall have the absolute right to lease such unit or give it on leave and license or care taker basis provided that the said lease, leave and license or care taker basis is made subject to covenants and restrictions contained in this Declaration and further subject to the Bye-Laws in Exhibit "B" and Exhibit-C-1 and C-2 as articles and memorandum of Parksyde Homes Association attached hereto.

26. That where a unit is sold by a mortgagee in exercise of his power of sale under an Mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the owner of such unit, then neither the mortgagee nor the purchaser who derives title to the unit at such sale, or his successors or assigns shall be liable for assessments by the Association which became due prior to the requisition of title by such acquirer, it being understood however that the above shall not be construed to prevent the Association of Apartment Owners and Parksyde Homes Association a maintenance company from filing and claiming charges for such assessments and enforcing the same as provided by law and that such charges shall be subordinate to such mortgage.

27. That in a voluntary or involuntary conveyance of a unit the grantee of the unit i.e the purchaser or allottee shall be jointly and severally liable with such grantor for all unpaid assessments by the Association of Apartment Owners and a maintenance company against the latter for his share of the common expenses upto the grant or conveyance without prejudice to the grantee's right to recover from such grantor the amounts paid, if any, by the grantee, therefore. However, any such grantee shall be entitled to a statement from the Manager of Board of Managers of the Association as the case may be, setting forth the amount of the unpaid assessment against the grantor due to the Association and such grantee shall not be liable for, nor shall the unit conveyed be subject to a charge for any unpaid assessment made by the Association of Apartment Owners and a Parksyde Homes Association a maintenance company against the grantor in excess of the amount therein set forth.

28. That the Manager of Board of Managers of the Association may obtain and continue in effect blanket property insurance in from and amounts satisfactory to mortgagees holding first mortgages covering Units but without prejudice to the right of the Owner of a Unit to obtain individual unit insurance.

29. That insurance premium for any blanket insurance coverage (if any) shall be a common expenses to be paid by monthly assessments levied by the Association of Apartment Owners and that such payment shall be held in a separate account of the Association and used solely for the payment of the blanket insurance premium as such premia become due.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED
by the within-named
SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED **'Land Owner/**
Promoter / Developer

1. **M/S. JAIKUMAR CONSTRUCTIONS L. L. P.,**
   a Limited Liability Partnership Firm
   through its Partner
   Shri. Hiten Haridas Rajkotia
2. **Mr. Sanjaykumar Kondiram Dhakane**
3. **M/s. Sunrise Developers**
   through its Partner
   Mr. Nagindas Zaverchand Mehta
4. **M/s Areehant Developers**
   through its Partner
   Mr. Nagindas Zaverchand Mehta
   Sr. No. 1 for themselves and General Power
   of Attorney Holder of Sr. No. 2 to 4

_____
THE GRANTOR/S

in the presence of :

1. _____ 2._____

PARKSYDE®

EXHIBIT - "B"

BYE-LAWS OF PARKSYDE HOMES PHASE-II-A APARTMENT CONDOMINIUM

CHAPTER - I

1. SHORT TITLE AND APPLICATION :

[a] These Bye-Laws may be called the Bye-laws of the Parksyde Homes Phase-II-A Apartment Condominium .

[b] The provision of these Bye - laws apply to the Parksyde Homes Phase-II-A Apartment Condominium .

All present or future owners, tenants, future tenants or their employees, or any other person that might use the facilities of the building in any manner, are subject to the regulations set forth in these Bye-laws. The mere acquisition or rental or taking or license of any of the units (hereinafter referred to as "Units or Apartment") 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 required otherwise-

[a] "ACT" means the Maharashtra Apartment Ownership Act, 1970.

[b] "ASSOCIATION" means the Association of all the Apartment owners constituted by such owner for the purpose of the Parksyde Homes Phase-II-A Apartment Condominium

[c] "BOARD" means a Board of Managers consisting of three persons, all of them shall be owners of Apartment in the Parksyde Homes Phase-II-A Apartment Condominium

[d] "BUILDING" means, the building's i.e. wing no. F, G, & H from Phase-II-**A** said building's located at Middle-West Side Portion on builtup area of 12946.69 Sq. Mtr.(i.e. slab area) and covering ground / plinth area of 862.33 Sq. Mtr. and land area under the plinth of 862.33 Sq. Mtr. sepcifically lying and situated on Survey No. 256/2 to 6/1 and Plot No. 1 to 8 out of Survey No 256/7 out of all that piece and parcel of land and ground within the Registration, Sub-District, Taluka and Dist. Nashik and within the limits of N.M.C. bearing Survey No.256/2 to 6/6+ 256/2 to

6/8(part) + 256/2 to 6/1 + Plot No 1 to 8 out of Survey No 256/7+S.No.257/4, as per DLR record it is numbered as Survey No. 257A/4 (Area of S.No.257/4 includes area from old S.No.257/1G, ,257/1F/2(p), 257/1H, 257/1e, 257/2B)+ S.No.257/9 as per DLR record it is numbered as Survey No. 257A/9 (Area of S.No.257/9 includes area from old Survey No. 257/2B(p), 257/1C, 257/1D, 257/2A/1(p)) + S.No. 257/11 as per DLR record it is numbered as Survey No. 257A/11 (Area of S.No.257/11 includes area from old S.No. 257/1A, 257/2A/1(p), 257/1B)+S.No.257/12 as per DLR record it is numbered as Survey No. 257A/12 (Area of S.No.257/12 includes area from old S.No.257/2A(p)) and in addition to the aforesaid land area FSI of 1120 Sq.Mtr. of DP road from S.No.256/2 to 6/8 is utilize on the aforesaid area and above mentioned total area is lying and situated at Nashik, Taluka and District Nashik known as the Parksyde Homes Phase-II-A Apartment Condominium. Phase-II-A is registered with competent authority established under Real Estate Regulatory Authority. Accordingly Phase-II-A is registered vide Reg. No. P51600009429.

[e] "DECLARATION" means the Declaration which the sole owner of the building or all the owners of the building have executed and registered as provided in Section 2 of the Act.

[f] "FEDERATION" means an appex body to act as a governing body to all associations within the lay-out project and to hold title of the project land along with common spaces, amentities and facilities provided in the whole project.

[g] "MAJORITY OF OWNERS" means those owners holding 51 percent of the votes in accordance with the percentages assigned in the Declaration.

[h] "OWNER" or "APARTMENT OWNER" means the person owning an apartment in the Parksyde Homes Phase-II-A Apartment Condominium.

[i] "SECTION" means a Section of the Act.

[j] "UNIT" means a family unit, commercial unit or any other unit in the Parksyde Homes Phase-II-A Apartment Condominium.

[k] "REGISTRAR" means the Registrar of Co-operative Societies.

3. APARTMENT OWNERSHIP : The building's i.e. wing no. F, G, & H from Phase-II-A located at Middle-West Side Portion of Group Housing layout specifically lying and situated on Survey No. 256/2 to 6/1 and Plot No. 1 to 8 out of Surveu No 256/7 out of all that piece

and parcel of land and ground within the Registration, Sub-District, Taluka and Dist. Nashik and within the limits of N.M.C. bearing Survey No.256/2 to 6/6+ 256/2 to 6/8(part) + 256/2 to 6/1 + Plot No 1 to 8 out of Survey No 256/7+S.No.257/4, as per DLR record it is numbered as Survey No. 257A/4 (Area of S.No.257/4 includes area from old S.No.257/1G, ,257/1F/2(p), 257/1H, 257/1e, 257/2B)+ S.No.257/9 as per DLR record it is numbered as Survey No. 257A/9 (Area of S.No.257/9 includes area from old Survey No. 257/2B(p), 257/1C, 257/1D, 257/2A/1(p)) + S.No. 257/11 as per DLR record it is numbered as Survey No. 257A/11 (Area of S.No.257/11 includes area from old S.No. 257/1A, 257/2A/1(p), 257/1B)+S.No.257/12 as per DLR record it is numbered as Survey No. 257A/12 (Area of S.No.257/12 includes area from old S.No.257/2A(p)) and in addition to the aforesaid land area FSI of 1120 Sq.Mtr. of DP road from S.No.256/2 to 6/8 is utilize on the aforesaid area and above mentioned total area is lying and situated near Bali Mandir at Nashik, in Registration, Sub-District, Taluka and District Nashik, known as Parksyde Homes Phase-II-A Apartment Condominium is submitted to the provisions of the Act.

4. OBJECTS OF ASSOCIATION :

1. The objects of the Association shall be :
   - [a] to be and to act as the Association of Apartment owners of the buildings called Parksyde Homes Phase-II-A Apartment Condominium at the location stated in Para No.3 above (hereinafter called the said buildings).
   - [b] to provide for and do all or any of the matter provided in Sub-section (2) of Section 16;
   - [c] to frame rules, with the approval of the general meeting of the Association and after consulting the competent authority and may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association.
   - [d] to do all things necessary or/and otherwise provide for their welfare expedient for the attainment of the objects specified in these bye-laws.
   - [e] To act as a member of federation along with all other associations within the lay-out project. The federation would be ultimate title holder of all the project land including common area, amenities and facilities, underneath plinth land area of each and every wing /

building and phases

[f] To assist a separate legal entity incorporated on 27/02/2018 in the name of Parksyde Homes Association u/s 8 bearing CIN U9300MH2018NPL305691 of the companies act to achieve objects prescribed in memorandum. The non profit company is incorporated and empowered with objects including, to provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the apartment owners, to invest or deposit moneys, to establish and carry on, on its own account or jointly with individuals or institutions educational, physical, social and re-creative activities, on non commercial basis for the benefit of the Apartment owners etc. The Non profit company has own set of rules & regulations prescribed under its Memorandum and articles of association. (Copy attached hereby) In case of any conflict between association and non profit company, towards achievement of respective objects, authority of the executive committee of non profit company would be final and binding on association.

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

5. MEMBERS OF ASSOCIATION :

[i] All the person who have purchased apartments in the Parksyde Homes Phase-II-A Apartment Condominium shall automatically be the members of the Association, and shall pay the sum of one rupee as entrance fee and may purchase at least one share of the face value of Rs.100/- each. Each Apartment Owner shall receive a copy of the bye-laws on payment of necessary expenditure therefore.

[ii] Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift under his will or otherwise, the purchaser or donee shall automatically become a member of the Association, and shall be admitted as member on the payment of the entrance fee of one rupee. The shares held by an Apartment owner shall be transferred to the name of such purchaser or donee on payment of rupee one, to the Association.

[iii] On the death of an apartment owner, his apartment shall be

transferred to the person or persons to whom he bequeaths the same by his will or to the legal representatives/successor of his estate declared by a court or an order of court, in case he has not made any specific bequest of the apartment. The name of the legatee or the names of the legal representatives/successors jointly shall be entered in the register of apartment owners maintained by the Parksyde Homes Phase-II-A Apartment Condominium as apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owners shall be entitled to appoint a guardian of such minor.

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

7. ***HOLDING OF ONE SHARE COMPULSORY:*** Every apartment owner must hold at least one share of the Association (Joint Apartment owners holding the share jointly).

8. ***DISQUALIFICATIONS:*** No Apartment owners shall be entitled to vote on the questions of the election of members of the Board or be entitled to stand for election to such office if he/she/they is/are in arrears of any sum in respect of his contributions for common expenses to the Association for more than 60 days on the last day of the year proceeding the year in which the elections to the Board will take place.

No Apartment owners shall be entitled to vote on the questions of the election of members of the Board or be entitled to stand for election to such office if there will be any criminal action or criminal case filed against unit / apartment owner or holder or if he/she/ they is/are involve in any criminal activity shall cease to be a member/s of the Board or any other office bearer.

CHAPTER - II
VOTING AND PROXIES

9. ***VOTING:*** Voting shall be by ballot or electronic mail, on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the unit or units in the Declaration.

10. VOTES TO BE CAST IN PERSON/POWER OF ATTORNEY HOLDER/PROXY :Votes shall be cast in person or by holder of the Power of Attorney or by Proxy. The votes cast by the holder of Power of Attorney shall be deemed to be the vote cast by the owner. The expression 'owner' shall be deemed to include holder of Power of Attorney from the owner.

CHAPTER - III
ADMINISTRATION

11. POWERS AND DUTIES OF ASSOCIATION : The Association will have the responsibility to act "Association of apartment owners "for Parksyde Homes Phase-II-A Apartment Condominium, to assist Parksyde homes association (a non profit making company as described above) in approving the annual budget, establishing and collecting monthly assessment and arranging for the management of the Condominium etc. in an efficient manner and any other matter for accomplishment of objective of the association. Except as otherwise provided, resolutions of the Association shall require approval by a majority of owners casting votes in persons.

The association would also act as a member of federation, to be formed in future, of all other associations formed for different phases of the project. The federation would act as a head of all other associations. One of the association named "PARKSYDE HOMES PHASE-I" is already formed and operational for Phase-I on 21/05/2018 and registered with Sub-Registrar Nashik-3 vide Sr. No. 3745-2018 (being a first member of federation) & One of the association named "PARKSYDE HOMES PHASE-II-B" is already formed and operational for Phase-II-B on 07/01/2019 and registered with Sub-Registrar Nashik-3 vide Sr. No. 145-2019.

12. ***ANNUAL GENERAL MEETING :*** The first annual meeting of the Association shall be held on or before 30/09/2019. Thereafter the annual meeting of the Association shall be held in the month of Three months from the end of every financial year, in each succeeding year.

13. PLACE OF MEETINGS: Meeting of the Association shall be held at suitable place convenient to the owners as may from time to time be designated by the Association.

14. QUORUM: For every Annual general meeting majority of members should be present to transact any business.

15. AGENDA : Following shall be fixed agenda of every general meeting. However, any motion moved by Board members or members and accepted by the chairman could be included,

1. Retirement of outgoing board members and appointment of new members of the board, by conducting elections.
2. The sitting fees for every meeting of the members of the board, if any, will be decided in each annual general meeting of owners.

16. NOTICE OF MEETING : It shall be duty of the member of the board to mail or send a notice of each annual meeting called by his office, stating the purpose thereof as well as the time and place where it is to be held, to each apartment owner, at least 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in the Bye-laws shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be, to the Registrar.

17. ADJOURNED MEETINGS: If any meeting of owners cannot be organised because the quorum has not been attended, the owners who are present, may adjourn the meeting to a time not less than two hours from the time of the original meeting was called. If at such adjourned meeting also no quorum is attended the owners present in person being not less than two shall form a quorum.

18. ORDER OF BUSINESS: The order of business at all meetings of the owners of units shall be as follows :

a] Roll Call.
b] Proof of notice of meeting or waiver of notice.
c] Reading of minutes of preceding meeting.
d] Election of Board of Members(if necessary)
g] Unfinished Business, if any
h] New Business.

CHAPTER - IV
BOARD OF MEMBERS

19. MANAGEMENT OF ASSOCIATION: The affairs of the Association shall be governed by the Board of Members consisting of 6 members. Any of the wing/individual BUILDING could not be represented by not more or less than 2 members individually.

The above mentioned members would also become de-facto members of Governing body of Parksyde homes association, a non

profit company as mentioned above. They will have all such powers and would abide by all such duties as elaborated in Memorandum & Articles of association of the company (Also attached herewith)

20. POWERS AND DUTIES OF BOARD: the Board of Members shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are by law or by these bye-laws directed to be exercised and done by the owners.

21. ELECTION AND TERM OF OFFICE: At the first annual meeting of the Association, the term of office of 1/3rd members of board shall be fixed for one year. The term of office of 1/3rd members of board shall be fixed for two years. And The term of office of balance members of board shall be fixed for three years. The term of office of first members of board will be decided in first annual general meeting, the process of 1/3rd members will be decided by the board of directors-executive committee. At the expiration of the initial term of office of each respective members of board, his successor shall be elected to serve a term of three years. The members of board shall hold office until their successors have been elected and hold their first meeting. The election will be conducted by independent statutory auditor/legal advisor of the association, and his/her compliance certificate act as a conclusive evidence about such election.

22. VACANCIES: Vacancies in the Board of Members caused by disqualification or any reason other than the removal of a members of board by a vote of the Association shall be filled by vote of the majority of the remaining members of board, even though they may constitute less than a quorum, and each person so elected shall be members of board until a successor is elected at the next meeting of the Association.

23. REMOVAL OF MEMBERS: At any regular or special meeting duly called any one or more of the members of board may be removed with or without cause by a majority of the apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any members of board whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

24. ORGANISATION MEETING: The first meeting of a newly elected

members of board shall be held within ten days of election at such place as shall be fixed by the members of board at the meeting at which such members of board were elected and no notice shall be necessary to the newly elected members of board, in order to, legally to constitute such meeting, provided a majority of the whole Board shall be present.

25. REGULAR MEETINGS: Regular meetings of the members of board may be held at such time and place as shall be determined, from time to time, by a majority members of board but at least, two such meetings shall be held during each year. Notice of regular meetings of the Board of Members shall be given to each Member, personally or by mail, or telegraph, at least three days prior to the day named for such meetings.

26. WAIVER OF NOTICE: Before or at any meeting of the Board of Members any member, may in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a members at any meeting of the Board of Members shall be waiver of notice by him of the time and place thereof. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

27. QUORUM: At all meetings of the members of board, Majority members on behalf of the total strength of the members shall constitute a quorum for the transaction of the business, and the acts of the members present at a meeting at which a quorum is present shall be the acts of the members of board. If, at any meeting of the Board of Members, there be less than quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice, provided there is a quorum present.

CHAPTER - V

28. USE OF UNITS : INTERNAL CHANGES:

1. All units shall be utilised for the residential purpose only.
2. All Occupants / Any Occupant shall not carry out any structural modifications or alterations in his/her/their unit or installations located therein without previously notifying the Association in writing, through the Board, if no manager is employed. The

Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, alterations, installation.

29. TRANSFER FEE : In case of sale of any unit the Transferee shall be liable to pay to the Company (Parksyde homes association)fee of Rs.15,000/- (Rs. Fifteen Thousand only). This amount can be changed with an approval of owners representing 51% of total value/shares of all units in the Association.

30. USE OF COMMON AREAS AND FACILITIES AND RESTRICTED COMMON AREAS AND FACILITIES : An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other area of Parksyde Homes Phase-II-A Apartment Condominium and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind, such areas shall be used for no other purpose than for normal transit through them.

31. RIGHT OF ENTRY:

1. An owner shall grant the right of entry to the Manager or to any other person authorised by the Board of the Association in case of any emergency originating in or threatening his unit or any other unit whether the owner is present at that time or not.
2. An owner shall permit the other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that request for entry are made in advance and that such entry is at a time convenient to the owner. In case of any emergency such right of entry shall be effective immediately.

32. RULES OF CONDUCT:

1. No Apartment/unit owner of the Parksyde Homes Phase-II-A Apartment Condominium shall post any advertisement or posters of any kind in or on the building except as authorised by the Association.
2. Owners shall exercise extreme care about making noises or the use of musical instruments, radio, television and amplifiers,

vehicles or any other kind of nuisance that may disturb others. Owners keeping animals shall abide by the municipal sanitary bye-laws or regulations.

3. It is prohibited to hang garments, rugs etc. from the windows, balconies, or from any of the facades of the Parksyde Homes Phase-II-A Apartment Condominium .
4. It is prohibited to dust rugs, etc. from the windows, or to clean rugs, etc. by beating on the exterior part of said Condominium.
5. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service area. If such installation is not provided, all garbage or trash shall be collected in a vessel and thrown in the municipal dust bin.
6. No owner, licensee, occupant or lessee shall install wiring for electrical or telephone installation, television, antenna, machines or air-conditioning units, etc. in the interior of the Parksyde Homes Phase-II-A Apartment Condominium or protruding through the walls or the roof of that Condominium except as authorised by the Association.
7. The units in said building are meant for use of permitted purpose only and for occupation of the unit holders and their lawful nominee alone and in no case the said units or any part thereof shall be used for any purpose not permitted by law. It is also declared that in case the Unit holders do not require the unit for his/ their personal use and occupation then he/she/they may allow the Unit to be used by such occupier by way of lease or license, having a prudent family and in no case the unit shall be allowed to be occupied as a guest house or transient accommodation.
8. All these rules of conduct should be read with agreement of sale entered individually with every member.

CHAPTER -VII
MORTGAGES

33. NOTICE TO ASSOCIATION: An owner who mortgages his unit, shall immediately thereafter notify in writing to the Association through the Members of the Board in the event there is no Members, the name and address of his mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units".

34. NOTICE OF UNPAID ASSESSMENTS: The Association shall at the request of a mortgagee of a unit report any unpaid assessment

due from the owner of such unit.

CHAPTER - VIII
COMPLIANCE

35. COMPLIANCE : These bye-laws are set forth to comply with the requirements of the Maharashtra Apartment Ownership Act, 1970. In case, any of these bye-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that the provisions of the Act shall prevail.

36. SEAL OF THE ASSOCIATION: The Association shall have a common seal which shall be in the custody of the member and shall be used only under the authority of a resolution of the Board of Members and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by the members of the Board or any other person authorised by the Association in that behalf.

CHAPTER - IX
AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

37. AMENDMENT OF BYE-LAWS : These bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners, by way of ballot or electronic mail representing at least 67 percent of the total value/share of all units in the Parksyde Homes Phase-II-A Apartment Condominium as shown in the Declaration.

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EXHIBIT - "C-1"

FORM NO. INC-13

MEMORANDUM OF ASSOCIATION

OF

PARKSYDE HOMES ASSOCIATION

(Pursuant to rule 19(2) of the Companies (Incorporation) Rules, 2014)

(MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL REGISTERED UNDER SECTION 8 OF THE COMPANIES ACT, 2013)

I. The name of the company is **''PARKSYDE HOMES ASSOCIATION".**

II. The registered office of the company will be situated in the State of Maharashtra under the jurisdiction of the Registrar of Companies, Maharashtra at Mumbai.

III. (a) The objects to be pursued by the company on its incorporation are:—

1. To administer and maintain , each and every building/wing along with common area and facilities along with project land of a layout project named "Parksyde homes", promoted by Jaikumar Constructions LLP.
2. To undertake, control, administer, run, manage, ensure maintenance and/or to provide the common services in the said premises including internal security, housekeeping, pest control, electric supply, water supply, lighting in common parts and portions, maintenance and operation of lifts, generators, pumps, water filter and intercom, fire fighting, drainage, waste management, driveway management, and/or to provide all other social welfare activities for the common people of the project.
3. To hold any events, get together or other meetings for recreation, entertainment, education, promotion or educational or intellectual enrichment of all Building Owners/ societies and their families, friends or relatives.

4. To accept monthly/one-time deposits from resident associations and invest same with any nationalized/scheduled bank. To utilize such deposits or interest on deposits towards achievement of objectives of association.

   No object of the Company shall be carried on without the permission of Competent authority and the object of the company is to achieve the aforesaid objects and ultimately not for commercial purpose.

(b) The objects incidental or ancillary to attainment of the aforesaid objects are:

1. To maintain and improve the amenities and facilities provided for occupation of the said premises.
2. To take up control, maintenance and administration of the roads, water tanks, parking space, staircase and common places.
3. To frame rules and regulations regarding the use of various portions of the building and its installations
4. To organize and/ or arrange welfare activities such as sports, pujas, social and cultural activities and other functions from time to time which may be necessary or be deemed necessary by the community for life infusion of knowledge, development of civic sense and health and also other activities which are necessary or deemed necessary for community living and harmony.
5. To employ such staffs and/or such professional advisers as the committee may deem necessary for satisfactorily carrying out the functions and objects of the Company.
6. To employ, pay and maintain darwaans, security guards, staff(s), other person(s) and/or organisations for proper maintenance and administration of the premises.
7. To collect and realize from each and every Member of the Company or their Nominees and Occupiers of Units of the building, the proportionate charges for maintenance, improvements, sinking fund, development fund, management and/or administration of the building, its common parts and portions of the building.
8. To realize, collect and accept proportionate payment from each and every Member for charges of the electricity consumed by

the Company for the common places and services.

9. To realize, collect and accept payment from each and every Member, other than the Members who are directly registered with Nashik Municipal Corporation and are paying all money payable directly to the Nashik Municipal Corporation, the proportionate rate of taxes payable to the Nashik Municipal Corporation and/or any other authorities, of Owners' share and to pay the rates and taxes of both Nashik Municipal Corporation and/or any other authorities.
10. To pay all other outgoings that may be required to pay in respect of the said premises and to receive, accept, realize and collect the proportionate amount from Members, Owners and Occupiers of the Unit in the Building.
11. To employ solicitors, advocates, contractors, surveyors, architect and such other persons as may be deemed fit and proper by the Company and to pay their charges including legal charges out of the common fund of the Company.
12. To open current account in India with any bank to draw and endorse cheques, pay slips, telegraphic transfers and to withdraw moneys from such account and otherwise to operate thereon.
13. To invest the surplus funds of the company not immediately required in fixed deposit with any nationalized or scheduled commercial bank only in the best interest of the Company and for furtherance of the object of the Company.
14. To pay all costs, charges and expenses preliminary and incidental to the promotion, incorporation, formation and registration of the company.
15. To refer to or agree to refer any claims, demands or disputes arising out of any contract or otherwise or any other question involving the company or in which the company is interested or concerned, and whether between the company and the member or members or his heirs, executors, administrators or representatives or anybody claiming under such member or between the company and third parties to arbitration and to account or reject any awards given under such references.
16. To do all other things as may be conductive to the furtherance or incidental to the attainment of the main object of the Company.

17. To apply for and obtain any certificates entitling the Company to any tax benefits or exemptions or any other benefits in relation to payment of any fiscal or governmental levies and duties.

To do all such acts and things as may be incidental to or connected with the attainment of any of the above-mentioned objectives.

IV. The objects of the company extend to the whole of India.

V. 1. Any income and property of the company, when so ever derived, shall be applied, solely for the promotion of its objects as set forth in this memorandum.

2. No portion of the profits, other income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to persons who, at any time are, or have been, members of the company or to any one or more of them or to any persons claiming through any one or more of them.
3. No remuneration or other benefit in money or money's worth shall be given by the company to any of its members, whether officers or members of the company or not, except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company.
4. Nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company.
5. Nothing in clauses (iii) and (iv) shall prevent the payment by the company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the company;

VI. No alteration shall be made to this memorandum of association or to the articles of association of the company which are for the time being in force, unless the alteration has been previously

submitted to and approved by the Registrar of Companies, Maharashtra, Mumbai.

VII. The liability of the members is limited.

VIII. Each member, undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year afterwards, for payment of the debts or liabilities of the company contracted before he ceases to be a member and to the costs, charges and expenses of winding up(and for adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding a sum of Rs. 5,000/- (Rupees Five Thousand Rupees).

IX. True accounts shall be kept of all sums of money received and expended by the company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the company for the time being in force, the accounts shall be open to the inspection of the members.

Once at least in every year, the accounts of the company shall be examined and the correctness of the balance-sheet and the income and expenditure account ascertained by one or more properly qualified auditor or auditors.

X. If upon a winding up or dissolution of the company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same not be distributed amongst the members of the company.

XI. The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects.

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EXHIBIT - "C-2"

ARTICLES OF ASSOCIATION
OF
PARKSYDE HOMES ASSOCIATION

(ARTICLES OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL REGISTERED UNDER SECTION 8 OF THE COMPANIES ACT, 2013)

Preliminary

1. In the Interpretation of these Articles viz. Clause No 4, 5, 6, 7, 8, 9 (Sub Clause), 18, 27, 36, 37, 38, 39, 40, 41, 48, 76, 80, 81, 82, 83, 84, 85, 86, 87, 88 of Table F be excluded in Articles of Association.

Interpretation

2. In these regulations –
   (a) **"the Act"** means the Companies Act 2013,
   (b) **"the seal"** means the common seal of the company.
   (c) **Association** means any/every such association formed for each phase of project, acting as a apartment owners group in accordance with the bye laws and declaration made.
   (d) **Board of Directors or Board** shall mean the Executive Committee.
   (e) **Building / wing** means all that known as "Parksyde Homes" including structures or any other right or interest in the said Building/wing.
   (f) **Common Area** shall include each of the following:
   i. the land on which the buildings is located, including foundations, columns, girders, beams, supports, etc;
   ii. main walls, roofs, halls, corridors, lobbies, stairs, etc;
   iii. open areas, driveways and visitors car parking, etc;
   iv. stairways, terrace, compound walls, fire escapes, wells, pumps, entrances, exits, gardens, parking areas, storage spaces, premises for lodging of caretakers or persons employed for maintenance of property;
   v. water supply, sewerage and drainage connections, installation of central services such as power, light, gas, hot and cold water provisions, heating, refrigeration, air conditioning, incineration, elevators, tanks, pumps, motors, common amenities like fans,

compressors, ducts and others of common use, fire detection and all other utilities meant for common use.

(g) **Common Expenses** shall mean expenses of administration, maintenance, repair or replacement of Common Areas and facilities; all legal expenses incurred by the Company for enforcement of lawful claims of the Unit Owners; expenses allocated as such by the bye laws or by statute; expenses incurred by the Company in general interest of its Members.

(h) **Company** means "**Parksyde Homes Association**" a private company within a meaning of **Section2(68)** of the Act.

(i) **Director** shall mean a member of the Executive Committee.

(j) **Executive Committee** means the Executive Committee of the Company formed for the time being and constituted as per the provisions of the Articles. The Executive Committee shall be deemed to be the Board of Directors of the Company and the members of such Committee shall be deemed to be the Director of the Company for the purposes of the Act. Subscribers of the memorandum will be members of the executive committee, till occupancy certificate for last building/wing of the layout project Parksyde Homes is obtained from competent authority. The details of layout project are as defined with Real Estate (Regulation and development) authority.

(k) **Federation** means an apex body to act as a governing body to all associations within the lay-out project and to hold title of the project land along with common spaces, amenities and facilities provided in the whole project.

(l) **Member** means member of the Company for the time being, whose name shall have been duly entered in Register of Members and shall include (a) the subscribers/signatories to the Memorandum of Association and these Articles, and such other Person, as the Board shall admit as members of the Company from time to time.

(m) **Member's Dues** shall mean a member's dues to the company, and shall include the following sums due and not paid by the member to the company:

i. Any unpaid Subscription Fee
ii. Any unpaid maintenance charges
iii. Any unpaid electricity charges
iv. Any contribution towards capital maintenance fund, sinking fund, or any fund maintained by the company
v. Any other dues of Member demanded by the Company;
vi. Any Overdue Interest

(n) **Nominee** means any person duly nominated by the Owner to act on his behalf in terms of these Articles.

(o) **Office** means the Registered Office for the time being of the Company.

(p) **Overdue Interest** shall mean outstanding interest on the unpaid Subscription Fee and/or any other sum payable by a Member to the Company.

(q) **Owner(s)** means any person who is the Owner or reputed owner of a Unit in Building, or who is entitled to be as Owner for municipal registry purposes, whether or not the conveyance of the Unit has been completed; provided that:

a. The Executive Committee shall rely on Ownership Documents as evidence of ownership;

b. In case of the death or incapacity of an Owner, the legal heirs, successors or assignees of such Owner on production of such evidence as may be considered by the Executive Committee as sufficient shall be entitled to be recognized as Owner of such Unit as was owned by the deceased or incapacitated Owner;

c. The decision of the Executive Committee as to whether a person is Owner of a Unit for the purposes of recognition as Member shall be final.

(r) **Ownership Document** shall include any conveyance deed, agreement of purchase, agreement to convey, succession certificate, court order, court decree or such other document as may be considered appropriate by the Executive Committee to evidence the ownership or reputed ownership of a Unit.

(s) **Person means**

i) an individual
ii) a Hindu undivided family (HUF)
iii) a body corporate
iv) a local authority
v) every juridical person recognized by law for holding property.

(t) **Premises** include Building/s and all that is included within the precincts of Building/s, including Common Area, facilities, land area, open space or any other right or benefit arising out of Building.

(u) **President, Secretary, Treasurer** means the respective Honorary office bearers of the Company

(v) **Registered Office** means the office of the company situated at Project location.

(w) **Subscription Fee** shall mean and include:

i. such periodic fee, per Unit owned by a Member on such frequency, as may be fixed by the Executive Committee from time to time;

ii. maintenance charges based on per square feet of a area owned by a Member, or such other basis, at such rate and on such frequency as may be fixed by the Executive Committee from time to time;

iii. costs towards electricity, security or other costs and charges, based on actual usage, or on per square feet of area owned by a Member, or such other basis, at such rate and on such frequency as may be fixed by the Executive Committee from time to time.;

(x) **Unit** shall mean a standard unit as per the transaction documents executed by the property developer on each of the floors.

(y) **In Writing** and **Written** includes printing, lithography and other modes of representing or reproducing words in visible forms by electronic means, emails, fax etc.

(z) Words importing the singular number include the plural number and vice versa.

(z1) Words importing the masculine gender include the feminine gender.

3. Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

Members

4. The number of members with which the company proposes to be registered is three, but the Board of directors may, from time to time, whenever the company or the business of the company requires it, register an increase of members.

5. The subscribers to the memorandum and such other person as the Board shall admit to the membership shall be members of the company

6. Subject to provisions hereof, a person owning a Unit in the

Building shall be eligible to be a Nominal Member of the Company. A person so eligible to become Nominal Member shall apply in writing, in a requisite form, to the Executive Committee for registration as Nominal Member, along with the requisite amount towards application money as provided herein. The Owner can nominate one person as Nominees and appointment of such Nominees is required to be communicated in writing to the Executive Committee. Such nominated persons shall be eligible to represent the Nominal Member of the Company, and shall be entitled to exercise the same rights and powers including the right to vote by proxy on behalf of such Nominal Member. In case both the Nominees are present in any meeting, then they shall be entitled to vote in order of priority as nominated by the Owner.

7. The Nominal Members shall have no right as regards to alteration of the Memorandum of Association or Articles of Association of the company as prescribed. Only General Members would be entitled to alter Memorandum of Association or Articles of Association of the company by passing a resolution in general meeting.

8. All the Nominal members shall automatically become eligible to become General Members of the company when the federation will form i.e. after obtaining occupancy certificate for the last building of the layout from competent authority.

9. Every general member would continue to act as a general member as long as he/she acts as a member.

General meetings

10. All general meetings other than annual general meeting shall called extraordinary general meeting.

11.(i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Proceedings at general meetings

12. i. No business shall be transacted at any general meeting unless a

quorum of members is present at the time when the meeting proceeds to business.

ii. To consider and adopt the balance sheet and Income and expenditure account of the company and reports of the Executive Committee and the auditors;

iii. To consider and approve the reappointment of the Members of the Executive Committee

iv. To reappoint the auditors of the Company and to fix the remuneration payable to them.

v. The appointment/re appointment of the President, the Secretary, the Treasurer and two Members of the Executive Committee will be held in each such Annual General Meeting. However this mechanism will become effective for independent members of executive committee only after final conveyance deed for whole project as prescribed in the Real Estate Regulation and Authority Act, 2016.

vi. The election of the members of Executive Committee from amongst the Members shall be done in a general meeting only by way of postal ballot electronic means in accordance with section 108. The details of such procedures will be laid down by members of executive committee, and whole process will be inspected by statutory auditor of the company.

vii. A notice of a General Meeting including an Annual General Meeting stating the place, date and hour of the meeting together with a list of business to be transacted thereat, shall be sent to every Member at least twenty one clear days either in writing or via email at the registered id with the Company, before the date of the meeting and no business other than those mentioned in the notice calling the General Meeting shall be transacted at such meeting. A General meeting may also be called at shorter notice as provided under the provisions of section 171 (2) of the Act, if it is so agreed by all the members entitled to attend and vote thereat.

viii. The General meeting shall be presided over by the President of the Executive Committee and in his absence by the Secretary of the Committee and in the absence of both, by a Member to be chosen by the Members of the Committee present in such meeting.

ix. If at any meeting no Committee member is willing to act as Chairman or if no Committee member is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their member to be chairman of the meeting.

x. All questions which may come up before any General Meeting shall be decided by the majority of the Members present and voting, and in the event of equality of votes, the President or in his absence, the Members presiding shall have and exercise a second or casting vote. Voting shall be by show of hands.

xi. The accidental omission to give any such notice to or the non receipt of any such notice by any of the members to whom it should be given shall not invalidate any resolution passed or proceedings held at any such meeting.

xii. All General Meeting shall be called for at a time during reasonable hours and only on such day (including a holiday) as the Executive Committee may from time to time decide and shall be held either at the office/community hall of the Building or at any other place as the Board may think fit.

xiii. Every member shall be entitled to nominate representative. The names of such representative shall be entered in Register maintained by the Company in order of their priority and all the representative mentioned therein will be entitled to attend meetings, but only one in order of the priority can record vote on behalf of the Members but such representative or their priority may be varied by the Members from time to time by notice in writing given to the Honorable Secretary at least seven days before the date which the alteration may be intended to make effect.

13. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

14. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

15. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

Quorum

16. Save as herein otherwise provided, 51% of total members or members holding 51% voting rights whichever is lower, present in person or by proxy, shall be a quorum for the general meeting.

i. If within half an hour from the time appointed for the meeting there is no quorum, the meeting shall stand adjourned ordinarily to the same day on the next week to be held at the same place and time and the fact of the adjournment shall be notified at the office of the Company or at any other conspicuous place within the compound of the Premises. Provided that no quorum shall be necessary at an adjourned meeting and the members present at such adjourned meeting shall be the quorum.

ii. No member shall be entitled to vote at any General Meeting nor shall his presence be counted for the purpose of quorum in the meeting unless all sums payable by him/to the Company have been paid upto the previous billing period.

Adjournment of meeting

17. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

18. Every member shall have one vote.

19. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

20. No member shall be entitled to vote at any general meeting unless all sums presently payable by him to the company have been paid.

21. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed

at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

22. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed. Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

23. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

24. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

Governing Body

25. All the members of the board of all associations shall collectively constitute governing body as de-facto members. All associations hereby means separate associations formed for each of the phase of the lay-out project as disclosed and registered with RERA. With the formation of each association, members representing respective association i.e. 2 members from each wing / building shall automatically become member of Governing body. And said number will automatically increase by 2 members from each wing/building and said member will be elected by procedure laid down in respective bye laws of the association.

26. Governing body has become effective and operative with incorporation of the company with 10 members from phase-I, and gradually the number will increase by 2 members from each wing/ building with completion of respective phases.

27. Such elected members will be empowered to form various committees for general or specific purposes to assist it in the efficient discharge of its functions under the Act, the Articles and under any

delegation made by the Executive Committee in regards to any powers and duties in any of its meetings. The sub-committees like Sports Committee, Budget Committee, Cultural Committee, Security Committee etc. shall be formed by the among governing body members. The said committees shall consist of atleast 2 members. The said committees shall conduct atleast 1 meeting every month.

28. Without prejudice to and not so as to limit or restrict the general powers conferred and duties assigned by the bye laws, the Act and the Rules, it is hereby expressly declared that the Governing body shall have following powers and duties:

a) To meet for the dispatch of the business, adjourn and otherwise regulate its meeting, as it may think fit;
b) To dispose of application for membership and to admit new member and to suspend or expel the existing members or to impose fine on them if needed.
c) To take steps for the recovery of sum due to the Company from members;
d) To provide and budget money to maintain the facility, amenities and allied maintenance services and keep true and accurate accounts of all moneys received and expended;
e) To budget working expenses, count the cash balances, and deal with other miscellaneous business.
f) To invest and/or utilize funds and/or pay all costs, charges and expenses for the objects of the Company.
g) To hear and deal with the complaints of members and to dispose them off taking proper action.
h) To accept donations, gifts, subscriptions, service/maintenance charges, movable or immovable property etc. for attainment of the objects of the Company.
i) To appoint Sub Committee(s), if required, with such powers and duties as may be considered necessary or expedient and within the scope of the objects of the Company. Such sub committee shall consist of atleast one Member of the Executive Committee.
j) To appoint officer/officers/workers/Members of staff at such remuneration and/or terms as it may consider expedient for the proper administration of the Company and to suspend or terminate the services of any employee as and when found necessary.
k) To keep proper accounts of the Company, examine the registers and account books and get the Accounts audited by a Chartered Accountant and have the same passed in the Annual General

Meeting.

l) To summon Annual General Meetings and hold elections of office bearers of the Executive Committee of the Company.

m) To open and maintain bank account and/or accounts with any scheduled bank and/or other commercial banks in the name of the Company and such bank account and/or all accounts of the Company shall be opened by (i) President (ii) Treasurer and/or (iii) Secretary together and operated by any two of them jointly.

n) To take steps legal or otherwise as the Company may be advised against defaulting member(s) or against any other person or persons as may be deemed fit by the Company;

o) To enter into such agreement through member(s) so authorized and to do all such acts and things as may be necessary or proper for the due management of the affairs of the Company and for carrying out the objectives for which the Company has been established and for securing and furthering its interests subject also to the bye laws for the time being of Company;

p) To do all such acts and things as are incidental to or which the Committee think conductive to the attainment of the objects of the Company or any of them;

q) To make, revoke and alter from time to time and at all time to enforce such regulations, terms and conditions relating to objects of the company.

r) To compound or abandon or delay to enforce any debt or demand of the society, or to institute, defend or compromise legal proceedings.

However, All above rights shall be exercised with due approval and monitoring of executive committee/ directors. Executive committee/ directors will be final authority to decide all above matters presented in front of them with recommendations of governing body.

Board of Directors – Executive committee

29. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

The First directors of the company shall consist of:

1. Mr. MerzyanHosi Patel
2. Mr. Hiten HaridasRajkotia
3. Mr. Vipul Dileep Lathi

The first directors would not be subject to retirement by rotation

or removal till the time occupancy certificate of the last building/ wing of the layout is obtained by competent authority.

Once first directors discontinue to hold their office of director, (executive committee) members of board of federation would act as a board of directors/members of executive committee as de-facto members. The procedure for election of such members of board of federation is laid down in bye laws of the federation.

The appointment of first directors is for a fixed tenure as a interim arrangement only i.e. till the completion of whole layout project.

30. If a Director, not being a member who is willing, shall be called upon to perform extra services, or to make any special exertions for any of the purposes of the Company, the Company may remunerate him by monthly payment or by a fixed sum or by a percentage of profit or otherwise and such remuneration may be either in addition to or in substitution for his share in remuneration provided for a Director (not being a member) and also pay him any costs for travelling and other incidental charges as the Company may think fit.

31. The board of directors/executive committee would consist of three members, however same would be increased to 14 members once occupancy certificate of the last building/wing of the layout is obtained by competent authority.

32. (i) The director, may be paid all travelling, hotel and other expenses properly incurred by them—

(a) in attending and returning from meetings of the Board of Directors or any committee there of or general meetings of the company; or

(b) in connection with the business of the company.

33. The affairs of the Company shall be administered by a body duly constituted called the Executive Committee.

a) The Treasurer shall exercise general supervision over accounts and the funds of the Company and shall advise on all matters relating to financial policy and shall collect all dues on behalf of the Company and grant receipt for money receivable and the funds realised shall be deposited in Bank within a reasonable time.

b) No office bearer of the Executive committee or any Sub Committee shall be elected/co opted from those Members whose voting rights are suspended.

c) All office bearers and/or Members of the Executive Committee

or Sub Committee, if any, shall work on honorary basis only, unless otherwise provided.

d) All Members of the Executive Committee and Sub Committee/ Sub Committees except subscribers to the memorandum shall retire at the Annual General Meeting of the year following their election when a new Executive Committee shall be elected. Retiring Members of the Company shall be eligible for re election/ reappointment maximum for two consecutive terms with a rest of two terms from the term in which he was appointed/re appointed or elected/re elected last.

e) A casual vacancy in the office of an Executive Committee shall be filled by co opting as per the provisions of section 262 and other applicable provisions, if any of the Act, in the meeting of the Executive Committee members within 7 days from the date of vacancy and the Executive Committee member so co opted shall retire at the Annual General Meeting.

f) A meeting of the Executive Committee may be called by any Member of the Executive Committee on a written request or request sent via electronic mode by giving atleast 7 prior days notice and along with its agenda.

g) Provided that in case of urgency, the meeting can be called by giving a shorter notice with the approval of all the members of the Executive Committee.

h) A Member of the Executive Committee including the office bearers shall cease to be a Member of the Committee, if:

1. he resigns by a letter addressed to the Secretary, or
2. he has been found to be of unsound mind by a Court of competent jurisdiction and the finding is in force;
3. he is an un discharged insolvent
4. he has applied to be adjudicated as an insolvent and his application is pending;
5. he has been convicted by a Court of any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months, and a period of five years has not elapsed from the date of expiry of the sentence;
6. he has not paid any due in respect of the shares of the Company held by him, whether severally or jointly with others, and six months have elapsed from the last day fixed for the payment of the call;
7. he absents himself from three consecutive meetings of the Executive Committee or from all meeting of the

Committee for a continuous period of three months, whichever is longer, without obtaining any leave of absence or without any reasonable ground, or

8. he has not paid in full all bills of the Company for more than 45 days of receipt by him of such bills for any reason whatsoever.
9. he possesses any disqualifications as mentioned under the provisions of section 274, 283 and other applicable provisions of Companies Act, if any.

i) The Executive Committee shall not have any power to take any legal action in respect of the affairs of the Company or in respect of the mentioned building/premise or to refer them to arbitration without obtaining prior permission in a General Meeting of the Company.

j) The office bearers and Members of the Executive Committee may resign their office but such resignation shall be effective when the resignation is accepted at a meeting of the Executive Committee.

k) The Directors/members of the executive committee shall only be responsible for attending the various meetings of the executive committee. They shall not take any active part in the day to day affairs of the company.

34. a) Meetings of the Executive Committee shall be held atleast once in every three months or earlier as may be deemed necessary for conducting of business and may be adjourned or otherwise regulated as may be thought fit and atleast four such meetings shall be held every year.

b) The quorum of a meeting of the Executive Committee shall be two third or 5 Members. A meeting of the Executive Committee at which a quorum is present shall be competent to exercise any of the powers, authorities and discretions by or under these rules vested in or exercised by the Executive Committee generally.

35. It is hereby expressly declared that executive committee/directors would be final authority to decide/sanction/approve each and every decision/proposal moved by governing body related to any matter to achieve objective of the company. Also members of executive committee shall jointly act as official signatory to all bank accounts of the company and for all other matters.

36. It is hereby expressly declared that executive committee/ directors would be empowered to change the composition of governing body by increasing or decreasing number of members of governing body.

37. a) Executive Committee may, from time to time, constitute, if necessary, sub committee from amongst general body members and others for general or specific purposes to assist it in the efficient discharge of its functions under the Act, the Articles and under any delegation made by the Executive Committee in regards to any powers and duties in any of its meetings. The sub-committees like Sports Committee, Budget Committee, Cultural Committee, Security Committee etc. shall be formed by the Company.

The said committees shall consist of atleast 2 members. The said committees shall conduct atleast 1 meeting every month.

b) The reports or views of the sub committee shall be received by the Executive Committee and considered at its meeting as early as possible, for such action as may be thought fit.

38. a) The Committee Members shall cause minutes to be made in books kept for the purpose of:

i. all appointments of officers, members of the committee and the sub committee made by the Committee Members; and

ii. all proceedings at meetings of the Company, and of the Committee and the sub committee including the names of the Board Members present at each such meeting.

b) Minutes of all meetings of Executive Committee shall be appropriately recorded in a book to be separately kept and maintained for the purpose above and for any business transacted at the meeting and shall be available for inspection by any Member after prior appointment with the Secretary and the provisions of section 163 and all other applicable provisions, if any of the Act should be applicable.

39. The funds of the Company may be raised by:

a) Subscription from Members on such terms and conditions as the Executive Committee may direct from time to time.

b) Receiving deposit from Members on such terms and conditions as the Executive Committee may direct from time to time.

c) Obtaining grants, donations, subsidies and loans from Members, Government both State and Central and other sources subject

to approval of General body.

d) Collecting the payment of the bill issued in the name of every member at the end of every month for Member's Dues/ Subscription fees/service/maintenance charges and/or other charges which shall be such as may be fixed by the Executive Committee from time to time and by way of subscription and such other amount as may be decided by the Executive Committee by way of maintenance/service charges for managing, maintaining and servicing the said building irrespective of whether he has actually taken possession of the said units and also irrespective of whether he has or has not used his unit during that period or at all period and the same shall be payable within 14th day of the following month for which the same becomes due. Such sum may be payable after the 14th day of the next month but before issue of next bill with an interest as may be decided by the Executive Committee. It is clarified that in case any members owns or agrees to acquire clarified that in case any members owns or agrees to acquire a unit consisting of more than one unit, he shall be liable to pay the said subscription as may be fixed by the Executive Committee from time to time.

Proceedings of the Board

40.(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

41.(i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

42. The continuing directors may act not withstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

43.(i) The Board may elect a Chairperson of its meetings and determine

the period for which he is to hold office.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their members to be Chairperson of the meeting.

44.(i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

45.(i) A committee may elect a Chairperson of its meetings.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

46.(i) A committee may meet and adjourn as it thinks fit.

(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

47. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

48. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

49. Subject to the provisions of the Act,—

i. A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may thinks fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
ii. A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
iii. The Chief Executive Officer shall be responsible for the overall operational affairs of the company including the handling of day to day financial matters as well as decision making in terms of finance of the company.

50. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

The Seal

51. (i) The Board shall provide for the safe custody of the seal.
(ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

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