

MT

340/2762

पावती

Original/Duplicate

Thursday, May 02, 2019

दोहणी क्र.: 39M

1:20 PM

Regn.:39M

पावती क्र.: 3299 दिनांक: 02/05/2019

याचाचे नाव: आढगांव

वस्तऐवजाचा अनुक्रमांक: नसन3-2762-2019

वस्तऐवजाचा प्रकार: घोषणापत्र

सादर करणाऱ्याचे नाव: श्री.दिनेशभाई मावजीभाई विरमगामा - -

नोंदणी फी

रु. 100.00

दस्तावेजाची फी

रु. 500.00

प्रमाणित फी

रु. 600.00

आपणास मूळ दस्त

1:46 PM ह्या वेळेस

Joint Sub Registrar Nashik3

बाजार मूल्य: रु. 1/-

मोबदला रु. 1/-

घरमेसे मुद्रांक शुल्क: रु.

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३

1) देवकाचा प्रकार: eChallan

डीडी/घनादेश/पि ऑर्डर क्रमांक: MH0010356842019 दिनांक: 02/05/2019

विक्रेते नाव व पत्ता:

2) देवकाचा प्रकार: DHC रकम: रु.500/-

डीडी/घनादेश/पि ऑर्डर क्रमांक: 0105201801966 दिनांक: 02/05/2019

विक्रेते नाव व पत्ता:

विरमगामा

मूळ दस्त परत केला

व सही घेतली.



02/05/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक

दस्त क्रमांक : 2762/2019

नोंदणी :

Regn:63m

गावाचे नाव : आडगांव

(1) विलेखाचा प्रकार घोषणापत्र

(2) मोबदला 1

(3) बाजारभाव(भाडेपट्ट्याच्या बाबत पट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)

(4) भू-मापन, पोटहिस्सा व बरकमांक (असल्यास)

1) पालिकेचे नाव: नाशिक न.न.पा. इतर वर्णन : इतर माहिती: मीचे आडगांव गट नंबर 540 ते 544/544(पैकी)546 यांसी प्लॉट नंबर 1 2 11 ते 19 यांसी एकूण क्षेत्र 1903.29 चौ.मी. पैकी 718.60 चौरस मिटर डी.पी.रोडसाठी वर्ग झालेले क्षेत्र 94.31 चौ.मी. 7/12 उता-वाप्रमाण प्रत्यक्षात शिल्लक राहिलेले क्षेत्र 1808.98 चौ.मी. यावरील शिवशक्ती रोहोऊसेस ए बिंग मधील तळ+पहिले मध्यवर्ती रोहोऊस क्रमांक 1 ते 13 चे घोषणापत्र ((GAT NUMBER : 540 ते 544/544 (पैकी)546 ; Plot Number : 1 2 11 ते 19 :))

(5) क्षेत्रफळ

1) 1808.98 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/सिंहन देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1) पक्षकाराचे नाव: नाशिक न.न.पा. इतर वर्णन: इतर माहिती: मीचे आडगांव गट नंबर 540 ते 544/544(पैकी)546 यांसी प्लॉट नंबर 1 2 11 ते 19 यांसी एकूण क्षेत्र 1903.29 चौ.मी. पैकी 718.60 चौरस मिटर डी.पी.रोडसाठी वर्ग झालेले क्षेत्र 94.31 चौ.मी. 7/12 उता-वाप्रमाण प्रत्यक्षात शिल्लक राहिलेले क्षेत्र 1808.98 चौ.मी. यावरील शिवशक्ती रोहोऊसेस ए बिंग मधील तळ+पहिले मध्यवर्ती रोहोऊस क्रमांक 1 ते 13 चे घोषणापत्र ((GAT NUMBER : 540 ते 544/544 (पैकी)546 ; Plot Number : 1 2 11 ते 19 :))

(8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता



सूची क्र.11

(9) दस्तऐवज करून दिल्याचा दिनांक 01/05/2019

अरसल वरहुकुम नवकस

(10) दस्त नोंदणी केल्याचा दिनांक 02/05/2019

(11) अनुक्रमांक, खंड व पृष्ठ 2762/2019

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क 100

(13) बाजारभावाप्रमाणे नोंदणी शुल्क 100

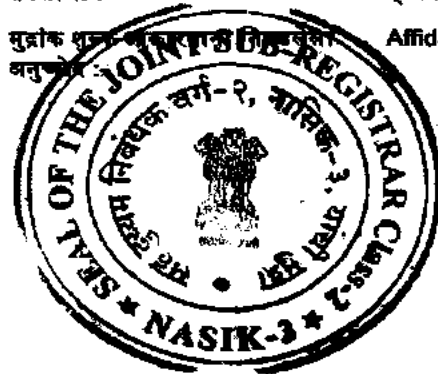
(14) श्वेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क व नोंदणी शुल्क

Affidavit





CHALLAN
MTR Form Number-6

20E2198



GRN	MH001035684201920E	BARCODE	01/05/2019-21:27:47		Date	01/05/2019-21:27:47	Form ID	25.1
Department			Inspector General Of Registration					
Stamp Duty			Payer Details					
Type of Payment			Registration Fee					
Office Name			NSK3_NASHIK 3 JOINT SUB REGISTRAR					
Location			NASHIK					
Year			2019-2020 One Time					
Account Head Details			Amount In Rs.					
0030048401 Stamp Duty			100.00					
0030063301 Registration Fee			100.00					
Total			200.00					
Payment Details			BANK OF MAHARASHTRA					
Cheque/DD Details			FOR USE IN RECEIVING BANK					
Cheque/DD No.			Bank CIN		Ref. No.		02300042019050121035	
Name of Bank			Bank Date		RBI Date		01/05/2019-21:28:35	
Name of Branch			Bank-Branch		Not Verified with RBI		BANK OF MAHARASHTRA	
			Scroll No.		Date		Not Verified with Scroll	

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दृश्य निबंधक कार्यालयात नोंदणी करवयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करवयाच्या दस्त्यासाठी सदर चलन लागू नाही.

Mobile No. : 9767655008

दिनांक ११/०५/२०१९

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0105201901966	Date 01/05/2019
Received from shri.dineshbhai mavjibhai virmagama --, Mobile number 9767655008, an amount of Rs.500/-, 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 MAHB	Date 01/05/2019
Bank CIN 10004152019050131712	REF No. 900248651
This is computer generated receipt, hence no signature is required.	

नसपन-३
रुम क्र. (268/2019)
2-87



नस-३
दस्तावेज क्र. (२१०६४/१०९९)
० — १२



3

DECLARATION DEED OF APARTMENT

Deed of Declaration is made and executed at Nashik on this 01ST May in the Christian year two thousand NINETEEN

BETWEEN

MR.DINESHBHAI MAVAJIBHAI VIRAMGAMA Age 41 years, Occu. Business R/at. Flat No. 6 Gajanan Park behind Gauri Shankar Mangal Karyalaya Ambad Nashik 422010 hereinafter referred to as the **"GRANTOR OWNER /DEVELOPER "** (which expression, unless it be repugnant to the context or meaning thereof, shall always deem to mean and include their heirs,

WHEREAS the plots mentioned in Schedule-I hereinbelow bearing Gat No.540 to 544/544 [P] /546 Plot No. 1,2 11 to 19 total admeasuring 1903.29 Sq.mtrs. Paiki 718.60 sq.mtrs Out of Which an area of 94.31 sq.mtrs is acquired for D.P. Road actual 7/12 extract Area 1808.98 sq.mtrs are mutated in the revenue record vide mutation entry No. 22935 lying and being at Village **ADGAON** within the limits of Nashik Municipal Corporation, Nashik, is owned by the **"THE GRANTOR OWNER /DEVELOPER "**. The **"THE GRANTOR OWNER /DEVELOPER "** have Purchased the said plots from Gupta through its partner Manoj Hariom Gupta vide Sale Deed dtd. 28/11/2014, which is duly stamped and registered at the office of Joint Sub Registrar Nashik-1 at Document Serial No. 10343, 10344 10345 10346 on 28/11/2014. & 3831 & 3832 dt. 28/4/2015 Accordingly the names of **"THE GRANTOR OWNER /DEVELOPER "** are mutated in the revenue record vide mutation entry No. 19015 & Amalgamation mutation entry No. 20769 The **"THE GRANTOR OWNER /DEVELOPER "** have absolute right to develop the said plots by constructing Row houses thereon as per the approved plans and to enter into agreements of sale, sale deeds, deed of apartment for the sell of constructed and other areas.

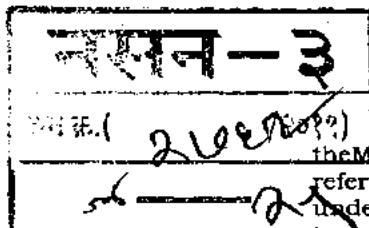
AND WHEREAS the said plots are out of larger land which is duly converted for non-agricultural use, by the order issued by MAH/DESK-3/NAP No./4 /02/2002 dt. 17/04/2003 from the Collector of Nashik. The Promoter have also paid the non-agricultural assessment till date and there no arrears against the same.

AND WHEREAS the said Gat No. 540 541 543 544 & 545 property is out of larger land for which final layout order issued by Assistant Director Town Planning bearing no Town Planning /Final/157/Panchwati dt. 24/03/2003 & Gat No. 536, 537 540 541[P]542[P]544, 546 & 553 property is out of larger land for which final layout order issued by Assistant Director Town Planning bearing no Town Planning /Final/158/Panchwati dt. 24/03/2003 & Gat No. 536 541 542 543 544 546 & 553 total admeasuring 17762.63 sq.mtrs.

AND WEHERAS The Grantor owner/Developer has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Sr. No P51600009562 dt. 22/08/2017

AND WHEREAS the Building plan for the new construction to be caused upon the said plots are got prepared and approved by the Executive Engineer Town Planning, Nashik Municipal Corporation, Nashik under Sanction of Building Permit & Commencement Certificate No. LND /BP /C-2/418/3841 dated 05/10/2016. The VENDOR has obtained the Occupancy Certificate [Part]on from the Executive Engineer Town Planning, Nashik Municipal Corporation, Nashik, bearing No. जावक नंबर /नविनि/सी-२/२२०६४/८८ दिनांक २४/०४/२०१९ The Row houses are named as **SHIVSHAKTI ROW HOUSES A WING**

AND WHEREAS the available total F.S.I. is 1903.29 Sq.mtrs. Paiki 718.60 sq.mtrs Out of Which an area of 94.31 sq.mtrs is acquired for D.P. Road actual 7/12 extract Area 1808.98 sq.mtrs of F.S.I. is consumed by the Grantor Owners / Developers for the purpose of construction of 13 independent Row houses and for that the Grantor Owners / Developers have decided the formation of a Declaration of Apartment under the scheme of



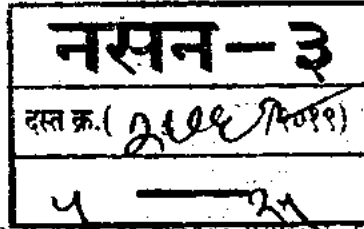
the MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970 hereinafter referred to as the "Said Act" and has proposed u/s 2 & 11 of the said Act and under Rule 3 of the Maharashtra Apartment Rules, 1972, hereinafter referred to as the "Said Rules".

AND WHEREAS out of Row houses No. 1 to 13 are situated on Ground & first floor in **SHIVSHAKTI ROW HOUSE A WING** are capable to be treated as "Row houses" having all amenities and facilities to be used as an "independent individual unit" with the facility of independent exit and the said constructed units can be considered as "Row houses" as contemplated under the said Act and said rules and the ownership thereof has been transferred to one or more persons, who is entitled to obtain a particular and exclusive property right thereto and each Row houses" is immovable property within the meaning of any law for the time being in force in the state. (The Row houses shall hereinafter be referred to as the "Family Unit"). The said family unit shall have an undivided interest in the General and / or common area of the said land as listed hereinafter in the Deed. Necessary for their adequate use and enjoyment and hereinafter referred to as the "said General and/or common areas & facilities" in accordance with "THE MAHARASHTRA APARTMENT OWNERSHIP ACT" 1970, the said Act and said Rules.

AND WHEREAS the construction over the said plots shall hereinafter be referred to as the said Row houses At present the said 1 to 13 Row houses are having Carpet area as shown below,

Residencial unit No.	Area in sq.mtrs	Floor
01	63.93	Ground + First
02	63.93	Ground + First
03	63.93	Ground + First
04	63.93	Ground + First
05	63.93	Ground + First
06	63.93	Ground + First
07	63.93	Ground + First
08	63.93	Ground + First
09	63.93	Ground + First
10	63.72	Ground + First
11	59.40	Ground + First
12	59.40	Ground + First
13	56.14	Ground + First

AND WHEREAS this Condominium shall be known as **SHIVSHAKTI ROW HOUSE A WING** condominium. I) The proportionate share in the said General & common area & facilities of each "Row houses" shall be available to the said Apartment, as described herein and as mentioned in the said plan attached to this Deed of Declaration as Exh. "A". II) The family units are described in detail, in the Schedule-II written hereunder, there under enumerating the number of rooms in each family unit and access to it. III) The measurement of residential unit is based on 'Built up' area calculated by Grantor-Owner / Developer The Carpet area includes all the areas in the said premises W.C.Bath, internal Passages, area of walls of Row Houses



Stair Case, Porch, Terrace & area of garden IV) Each family unit in the said **SHIVSHAKTI ROW HOUSE A WING** scheme shall have area and shape together with the boundaries thereof as specifically shown in the said building plan, attached as Exh. "A" to the Deed of Declaration.

COMMON AREAS & FACILITIES :

Following described areas and facilities shall be treated as properties of the owners of family unit **Nos. 1 to 13** and each unit owner shall have his interest and right in said common areas & facilities, proportionate to his ownership percentage as described in detail hereinafter. The particulars of the said common areas and facilities are as under :- I] a) The common access available to the "Row houses" No. **1 to 13** which is reasonably required to be used for entering into any family units in the said plots. b) The drainage system alongwith all fittings of drainage and plumbing thereof. c) Separat electric meter and lights thereof, if fitted, in the common portion. d) The water connection from Municipal Corporation main line upto the " Row houses". e) The wall between two Row House as described in the said plan attached as Exh. A hereto. f) The compound wall between Row House.

II) RESTRICTED AREAS & FACILITIES:

Following restricted areas & facilities are provided to the exclusive use & enjoyment of the family units No. **1 to 13** of the **SHIVSHAKTI ROW HOUSE A WING** Apartment. Except no other family unit owner of the **SHIVSHAKTI ROW HOUSE A WING** shall be entitled to use and enjoy the same. b. The open spaces and marginal distance which are attached to " Row houses" Nos. **1 to 13** will be treated as restricted area for the use of said " Row houses". It shall be utilised by the holder of respective " Row Houses" only. These open spaces shall be separated by compound wall. Cleaning and maintenance of open spaces and marginal distance allotted to " Row houses" Nos. **1 to 13** shall be done by the holders of **SHIVSHAKTI ROW HOUSE A WING** Nos. **1 to 13**

(a) That the right, title and interest of each owner of a family unit in respect of the their premises in the said property shall be decided and calculated on the basis of following mentioned percentage of ownership. In case, a decision is required to be taken in respect of any issue relating to the said premises, each family unit owner will have the voting right, as per the percentage of voting, as mentioned hereunder.

Row houses No.	Area Sq.Mtrs.	% of voting rights
01	63.93	7.85
02	63.93	7.85
03	63.93	7.85
04	63.93	7.85
05	63.93	7.85
06	63.93	7.85
07	63.93	7.85
08	63.93	7.85
09	63.93	7.85
10	63.72	7.83

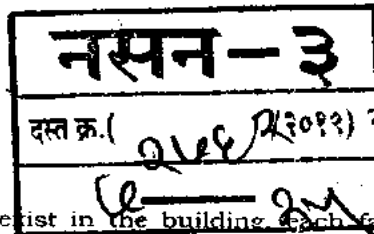
नस्यन-३
प्ल. क्र. (266/2089)
५/— १५



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7.31
7.31
6.90

(b) Proportionate representation for voting purposes, as provided hereinabove, may be limited in accordance with the provisions of the bye-laws attached hereto as Exh. B.(c) Areas and facilities, appertaining to the Row houses are not encumbered, in any manner whatsoever by the Grantor-Owner/Developer The said scheme of **SHIVSHAKTI ROW HOUSE A WING** condominium is hereby declared as per the provisions of Maharashtra Apartment Ownership Act 1970. That the interest and title of each family unit owner is described, in detail and the said common areas and facilities are described in detail. In the said scheme for the administration of the **SHIVSHAKTI ROW HOUSE A WING** Bye-laws are provided as per Exh. B. For the purpose of the stamp duty and Registration fees and for the registration of the Deed of Apartment u/s 13 (5) of the said Act. the value of the **SHIVSHAKTI ROW HOUSE A WING** condominium is distributed as follows :-a) Land described in para 1 hereabove is valued as shown in the books of account of the said apartment. b) Row houses described in the plan exh. 'A' is valued as per books of account of the said apartment. That the said common areas and facilities and/or restricted areas and facilities shall remain undivided and no other owner shall bring any action for partition or division thereof. That the percentage of undivided interest in the said common areas and facilities established herein, shall not be changed, except with the unanimous consent of all the Apartment owners, expressed in an amendment to this Deed, duly registered. That the undivided interest in the said common areas & facilities & the restricted areas & facilities shall not be separated from the family unit to which it appertains & shall be deed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. That such Row houses owner shall comply with the provisions of this deed, the bye-laws, decisions and resolutions of the Association of Row houses owners or its representatives & failure to comply with any such provisions, decisions or resolutions, shall be a ground for an action to recover sums, due for damages or for injunctive relief. All sums assessed by the Association, but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only :-i) Charge, if any on the family unit for payment of Government or Municipal taxes or both and ii) All sums unpaid on a first mortgage of the Row houses That if the property subjected to the plan of Row houses ownership, is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment ownership Act 1970. That in a voluntary conveyance of a family unit, the Grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association of Row houses owners against the letter of his share of the common expenses upto the time of the grant of conveyance without prejudice to the Grantee's rights to recover from the Grantor the amounts paid by the Grantee therefore. However, any such grantee shall be entitled to a statement from the Manager, or Board of Managers of the Association as the case may be, setting for the amounts of the unpaid assessments against the grantor due to the Association and such Grantee unit be conveyed, subject to a charge for any unpaid assessments made by the Association of Row houses owners against the Grantor in excess of the amount therein, set forth. That as appears above, a plan of Row houses ownership is hereby constituted under the provisions of the MAHARASHTRA APARTMENT OWNERSHIP ACT 1970, as so that the family units may be conveyed and registered as individual properties, independent on account of each having



its own exist in the building each family unit owner having an exclusive right, title and interest over his respective family unit & in addition the specified undivided interest in the said General & common areas & facilities hereinabove mentioned.

That all present or future owners, tenants, or any other persons those might use the facilities of the Row houses in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the family unit of the Row houses or the mere act or occupancy of any of the said units shall signify that the provisions of this Deed are accepted and ratified. The respective family units shall not be rented out or given on leave and licence or caretaker basis by the Row houses owners thereof for transient or Hotel purpose, which shall be defined as (a) rental compensation or compensation for any period less than 30 days or (b) any rental if any the occupants of the family units are provided customary hotel or boarding or lodging or paying guest service other than the foregoing obligations, the Row houses owners of the respective family units shall have the absolute right to leave such unit or given on leave & licence basis of care taker basis, provided that the said lease or lease & license or caretaker basis is a restriction contained in this declaration and made subject to the covenants and further subject to the bye-laws in Exh. 'B' written hereunder. That where a family unit is sold by a mortgage in exercise of his power of sale under an English mortgage or by a court, in execution of a Decree in a suit brought out by a mortgage against the owner of such a family unit at such sale or his successors or the assigns shall be liable for assessments by the Association, which, becomes due prior to the acquisition of the title by such acquirer, it being understood, however, that the above shall not be construed to prevent the association of Row houses owners from the filling and claiming charge for such assessments and enforcing the same as provided by law and that such a charge shall be subordinate to such mortgage.

SCHEDULE - I OF THE SAID PROPERTY

REFERRED TO ABOVE

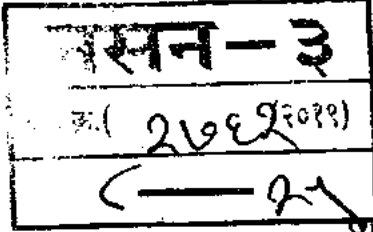
All that piece and parcel of land bearing Gat No. 540 to 544/544 [P] / 546 Plot No. 1, 2 11 to 19 total admeasuring 1903.29 Sq.mtrs. Paiki 718.60 sq.mtrs Out of Which an area of 94.31 sq.mtrs is acquired for D.P. Road actual 7/12 extract Area 1808.98 sq.mtrs lying and being at Village ADGAON within the limits of Nashik Municipal Corporation, Nashik, and Registration and Sub-Registration District of Nashik, Taluka and District of Nashik, which is bounded as shown below :

Plot No. 1

- On or towards East : 6 mtrs Road
- On or towards West : Gat No. 540+541+542+546 [P] Plot No. 16 & 17
- On or towards South : Gat No. 543
- On or towards North : Plot No. 2

Plot No. 2

- On or towards East : 6 mtrs Road
- On or towards West : Gat No. 540+541+542+546 [P] Plot No. 15 & 16
- On or towards South : Gat No. 543
- On or towards North : 6 mtrs wide Colony Road



8

Plot No. 11 & 12

On or towards East : 6 mtrs Road
On or towards West : GatNo.540+541[P]+542[P]
On or towards South : Gat No. 540+541[P]+542[P]
On or towards North : Plot No., 13

Plot No. 13 & 14

On or towards East : 6 mtrs Road
On or towards West : GatNo.540+541[P]+542[P]
On or towards South : Plot No. 12
On or towards North : Gat No. 540+541[P]+542[P]

Plot No. 15 & 16

On or towards East : Gat No. 544 [P] Plot No. 1 & 2
On or towards West : 7.5 mtrs wide colony Road
On or towards South : Plot No. 17
On or towards North : 6 mtrs wide Colony Road

Plot No. 17 & 18

On or towards East : Gat No. 544 [P] Plot No. 1 & Gat No. 543
On or towards West : 7.5 mtrs wide colony Road
On or towards South : Plot No. 19
On or towards North : Plot No. 16

Plot No. 19

On or towards East : Gat No. 543
On or towards West : 7.5 mtrs wide colony Road
On or towards South : Plot No. 20
On or towards North : Plot No. 18

SCHEDULE ' II '

DESCRIPTION OF FAMILY UNITS

Description of the various family units in the **SHIVSHAKTI ROW HOUSE A WING** condominium building is as under :

1) FAMILY UNIT :- There are 13 family units which are on ground and first floor are numbered as 1 to 13 family units.

A] FAMILY UNIT TYPE NUMBER ONE :-

It is residential unit on Ground & First floor having Carpet area of 63.93 sq.mtrs. & Plot area 72.83 sq.mtrs. specifically known in exh. A on this Deed.

B] FAMILY UNIT TYPE NUMBER TWO :-

It is residential unit on Ground & First floor having Carpet area of 63.93 sq.mtrs. & Plot area 48.05 sq.mtrs. specifically known in exh. A on this Deed.

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C] FAMILY UNIT TYPE NUMBER THREE:

It is residential unit on Ground & First floor having Carpet area of **63.93** sq.mtrs. & Plot area **48.05** sq.mtrs. specifically known in exh. A on this Deed.

D] FAMILY UNIT TYPE NUMBER FOUR :

It is residential unit on Ground & First floor having Carpet area of **63.93** sq.mtrs. & Plot area **48.05** sq.mtrs. specifically known in exh. A on this Deed.

E] FAMILY UNIT TYPE NUMBER FIVE:

It is residential unit on Ground & First floor having Carpet area of **63.93** sq.mtrs. & Plot area **48.05** sq.mtrs. specifically known in exh. A on this Deed.

F] FAMILY UNIT TYPE NUMBER SIX:

It is residential unit on Ground & First floor having Carpet area of **63.93** sq.mtrs. & Plot area **48.05** sq.mtrs. specifically known in exh. A on this Deed.

G] FAMILY UNIT TYPE NUMBER SEVEN:

It is residential unit on Ground & First floor having Carpet area of **63.93** sq.mtrs. & Plot area **48.05** sq.mtrs. specifically known in exh. A on this Deed.

H] FAMILY UNIT TYPE NUMBER EIGHT:

It is residential unit on Ground & First floor having Carpet area of **63.93** sq.mtrs. & Plot area **48.05** sq.mtrs. specifically known in exh. A on this Deed.

I] FAMILY UNIT TYPE NUMBER NINE:

It is residential unit on Ground & First floor having Carpet area of **63.93** sq.mtrs. & Plot area **48.05** sq.mtrs. specifically known in exh. A on this Deed.

J] FAMILY UNIT TYPE NUMBER TEN:

It is residential unit on Ground & First floor having Carpet area of **63.72** sq.mtrs. & Plot area **53.48** sq.mtrs. specifically known in exh. A on this Deed.

K] FAMILY UNIT TYPE NUMBER ELEVEN:

It is residential unit on Ground & First floor having Carpet area of **59.40** sq.mtrs. & Plot area **53.48** sq.mtrs. specifically known in exh. A on this Deed.

L] FAMILY UNIT TYPE NUMBER TWELVE:

It is residential unit on Ground & First floor having Carpet area of **59.40** sq.mtrs. & Plot area **53.48** sq.mtrs. specifically known in exh. A on this Deed.

M] FAMILY UNIT TYPE NUMBER THIRTEEN:

It is residential unit on Ground & First floor having Carpet area of **56.14** sq.mtrs. & Plot area **100.50** sq.mtrs. specifically known in exh. A on this Deed.

IN WITNESS WHEREOF, the Grantor-Owner/Developer herein, has set and subscribed his hand to these presents on the day, month and year written first hereinabove.

SIGNED SEALED & DELIVERED)

by the within named Grantor-Owners)

/Developers)

MR.DINESHBHAI MAVAJIBHAI VIRAMGAMA) *[Signature]*

BYE-LAWS OF SHIVSHAKTI ROW HOUSE A WING

Short Title and Application : -These Bye-laws shall be called the bye-laws of the **SHIVSHAKTI ROW HOUSE A WING** Apartment condominium. The provisions of these bye-laws apply to the **SHIVSHAKTI ROW HOUSE A WING** Apartment condominium. All the present or future owners, tenants, or their employees or any other person who might use the facilities of the building in any manner, are subject to the regulations setforth in these bye-laws. Mere acquisition or rental or taking of licence of any of the family units (hereinafter referred to as the "Units") or mere act of occupancy of any

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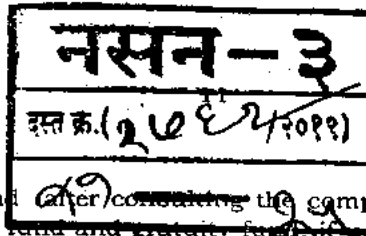


of the said units will signify that these bye-laws are accepted, ratified and shall be completed with.

2. **Definition :** i) In these bye-laws, unless the context requires otherwise, a) "Act" means the Maharashtra Apartment Ownership Act, 1970. b) "Association" means the association of all the Apartment owners constituted by such owners for the purpose of administration of the **SHIVSHAKTI ROW HOUSE A WING** Apartment condominium. c) "Board" means a Board of Managers consisting of five persons, all of whom shall be owners of Apartment in the **SHIVSHAKTI ROW HOUSE A WING** Apartment condominium. d) Row houses means the located at Gat No.540 to 544/544 [P] /546 Plot No. 1,2 11 to 19 total admeasuring 1903.29 Sq.mtrs. Paiki 718.60 sq.mtrs Out of Which an area of 94.31 sq.mtrs is acquired for D.P. Road actual 7/12 extract Area 1808.98 sq.mtrs lying and being at Village **ADGAON** known as the **SHIVSHAKTI ROW HOUSE A WING** Apartment condominium or any part thereof. e) "Declaration" means a Declaration which the sole owner of the "Row houses" or all the owners of the "Row houses" have executed and registered as provided in section 2.f) "Majority of Owners" means those owners holding 51 percent of the votes in accordance with the percentage assigned in the Declaration. g) "Owner" or "Apartment Owner" means a person owing an "Row houses" in the **SHIVSHAKTI ROW HOUSE A WING** Apartment condominium. h) "Section" means a section of the Act. i) "Unit" means a Family unit, in the **SHIVSHAKTI ROW HOUSE A WING** Apartment condominium. j) "Registrar" means the Registrar of co-operative societies. ii) Words & expressions used these bye-laws, but not defined herein, shall have the meaning respectively assigned to them in the Act.

3. **APARTMENT OWNERSHIP :-** The building located Gat No.540 to 544/544 [P] /546 Plot No. 1,2 11 to 19 total admeasuring 1903.29 Sq.mtrs. Paiki 718.60 sq.mtrs Out of Which an area of 94.31 sq.mtrs is acquired for D.P. Road actual 7/12 extract Area 1808.98 sq.mtrs lying and being at Village **ADGAON** known as the **SHIVSHAKTI ROW HOUSE A WING** Apartment condominium or any part thereof is submitted to the provisions of the Act.

4. **OBJECTS OF THE ASSOCIATION :** [I] The objects of the Association shall be -a) to be and to act as the Association of Apartment owners of the "Row houses" called **SHIVSHAKTI ROW HOUSE A WING** Apartment condominium constructed over Gat No.540 to 544/544 [P] /546 Plot No. 1,2 11 to 19 total admeasuring 1903.29 Sq.mtrs. Paiki 718.60 sq.mtrs Out of Which an area of 94.31 sq.mtrs is acquired for D.P. Road actual 7/12 extract Area 1808.98 sq.mtrs. lying and being at Village **ADGAON** (hereinafter called as the "said "Row houses") who have filed their respective declarations submitting their apartments to the provisions of the act. b) to invest for deposit moneys ; c) to provide for the maintenance, repair and replacement of the said common areas and facilities by contribution from the Apartment owners, and if necessary, by raising loans for that purpose; d) to retain and rent or licence, if possible, suitable portions of the common areas to outsiders for commercial purposes and to distribute the common profits left after deducting the common expenses amongst the Apartment owners, as common profits or accumulate the same for Row Houses up a reserve fund. e) to provide for and do all or any of the matters provided in sub-section (2) of the section 16. f) to advance, with the consent of the Apartment owners, any short term loan to any apartment owners in case of any emergent necessity and to provide for repayment thereof in lumpsum or in instalments. g) to establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and recreative activities for the benefit of the Apartment owners. h) to frame rules, with the approval of the general meeting



of the Association and (after) consulting the competent authority, and may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association.ii) to do all things necessary or otherwise provided for their welfare, expedient for the attainment obtain of the objects, specified in these bye-laws.

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

5. MEMBES OF ASSOCIATION :

I] All persons who have purchased apartment in the **SHIVSHAKTI ROW HOUSE A WING** Apartment condominium and executed their respective Declaration u/s 5 submitting their apartment to the provisions of the Act. 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 the Fifty Rupees.

II] Upon any Apartment owners 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 payment of the entrance fee of one rupee. The share held by an Apartment owner shall be transferred to the name of such purchaser or donee on payment of one rupee to the Association. III] On the death of an Apartment owner, his Apartment shall be transferred to the person or persons to whom he has bequathed the same by his will or to the legal representative of his estate and in case he has not made any specific bequest of the Apartment, the name of the legatee or the names of the legal representatives, jointly shall be entered in the Register of Apartment owners maintained by the secretary for the purpose of Administration of the **SHIVSHAKTI ROW HOUSE A WING** Apartment condominium as a apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a gaurdian of such minor.

6. Joint apartment owners- Where an Apartment has been purchased by two or more persons, jointly, they shall be jointly entitled to the apartment and the shares of the Association shall be issued in their joint names, but, the person whose name appears first on 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 shares jointly).

8. Disqualification : No Apartment owner shall be entitled to vote on the question of election of members of the Board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for contest election to such office, if he is in arrears of any sum due from him in respect of his contribution for common expenses for more than sixty days on the last day of the year preceeding the year in which the elections to the Board would take place.

CHAPTER II

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

10. QUORUM : Except, as otherwise provided in these bye-laws, the persence in person of a majority of owners shall constitute a quorum.

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Votes shall be cast in person.

CHAPTER III

ADMINISTRATION

12. Powers & duties of Association - The Association will have the responsibility of administrating the **SHIVSHAKTI ROW HOUSE A WING** Apartment Condominium approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the condominium in an efficient manner, except as otherwise provided, resolutions of the association shall require approval by a majority of owners, casting votes in persons.

13. Place of Meetings :- Meeting of the Association shall be held at a suitable place convenient to the owners, as may be, from time to time, designated by the Association.

14. Annual Meetings :- The first annual meeting of the Association shall be held on in the month of July. Thereafter, the annual meeting of the Association shall be held on the 1st Sunday of June of each succeeding year, At such meeting, there shall be elected by bailot of the Apartment owners, a Board of Managers, in accordance with the requirements of bye-laws. 2. The owners may also transact such other business of the Association as may properly come before them.

15. Special Meetings :- It shall be the duty of the president to call a special meeting of the Apartment owners, as directed by a Resolution of the Board or upon a petition signed by majority of the owners and having been presented to the secretary or at the request of the housing commissioner or as the case may be, the Registrar or any officer, duly authorised by him in this behalf official duty authorised by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except, as stated in the notice, without the consent of 4/5th of the owners present in persons.

16. NOTICE OF MEETING :- It shall be the duty of the secretary to mail or send a notice of each annual or special meeting, stating the purpose thereof, as well as, the time & place where it is to be so held, to each Apartment owner at least two days two days but not more than seven days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye-laws shall be considered as 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 Meeting :- If any meeting owners cannot be organised because a quorum has not attended, the owners who are present may adjourn the meeting to a time not less than forty eight (48) hours from the time, the original meeting was called for. If at such adjourned meeting also, no quorum is present, 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 preceeding meeting. d) Report of officers. e) Report of the Housing Commissioner or the Registrar or of the Officer duly authorised by them, if present. f) Report of committees. g) Election of Board of Managers. h) Unfinished business, if any. i) New business. j) The members may also transact such other business of the Association, as may properly come before them.

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CHAPTER IV

BOARD OF MANAGERS

19. Management of Association :- The affairs of the Association shall be governed by a Board of Managers.

20. Powers and duties of Board- The Board of Managers 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 notice. Attendance of by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required any business may be transacted at such meeting.

OTHER DUTIES :

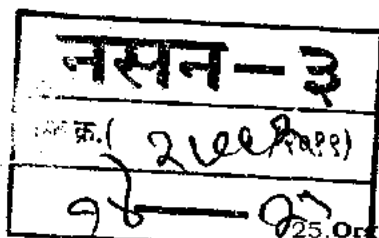
In addition to the duties imposed by these bye-laws or by resolution of the association, the board shall be responsible for the following, that is to say -a) Care, upkeep and servellance of the **SHIVSHAKTI ROW HOUSE A WING** Apartment areas and facilities and the restricted common areas and facilities, b) Collection of monthly assessment from owners, c) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the **SHIVSHAKTI ROW HOUSE A WING** Apartment condominium, the common areas and facilities, d) To provide for the manner in which the audit and accounts of the Association shall be carried out, e) To inspect the accounts kept by the secretary and/or the Treasurer and examine the Registers and Account books and to take steps for the recovery of all the dues to the Association, f) To sanction working expenses, count cash balance and deal with other miscellaneous business, g) To see that the cash book is written promptly and is signed daily by one of the members of Board, duly authorised in this behalf, h) To hear and deal with the complaints,

21. Appointment of a Manager :- The Board may employ for the Association a manager at a compensation so determined by the Board, to perform such duties and services, as the Board shall authorise, including but not limited to the duties listed in bye-laws.

22. Election and Term of an Officer :- At the first annual general meeting of the Association, the term of office of two managers shall be fixed for three years. The term of office of one manager shall be fixed at one year. At the expiry of the initial term of office of each respective managers, his successors shall be elected to serve a term of three years. The managers shall hold the office until their successors have been elected and hold their first meeting. (If a larger Board is contemplated the terms of office should be established in a similar manner, so that it will expire in different years.)

23. Vacancies :- Vacancies in the Board caused by any reason other than removal of a Manager by a vote of the Association, shall be filled by vote of majority of the remaining managers, even though they may constitute less than a quorum and each person so elected shall be a manager until a successor is elected at the next annual meeting of the Association.

24. Removal of Managers :- At any regular or special meeting, duly called, one or more of the managers 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 manager whose removal has been proposed by the owners, shall be given an opportunity to be heard in the meeting.



25. Organisation of a meeting :- The first meeting of the newly elected Board shall be held within 10 days of the election at such place as shall be fixed by the managers at the meeting at which the managers were elected and no notice shall be necessary to the newly elected managers in order to legally constitute such a meeting, provided a majority of the whole Board shall be present.

26. Regular meeting :- Regular meeting of the Board may be held at such a time and place, as shall be determined from time to time, by a majority of the Managers, but at least two such meeting shall be held during each year. Notice of regular meetings of the Boards shall be given to each Manager, personally or by mail or telegraph atleast three days prior to the day named for such meeting.

27. Special meeting :- Special meeting of the Board may be called by the president on three days notice to each manager, given personally or by mail or telegraph, which notice, shall state the time, place (as hereinabove provided and purpose of the meeting (special) meeting of the Board) shall be called by the president or Secretary in the manner and on like notice on the written request of at least 3 managers.

28. Waiver of notice :- Before or at any meeting of the Board, any manager, in writing, waive the notice of such a meeting and such a waiver shall be deemed equivalent to the issuing of such a notice. Attendance by a manager of any meeting of the board shall be a waiver of notice by him of the time and place thereof. If all the managers are present shall be required and any business may be transacted at such a meeting.

29. Quorum :- At all meetings of the Board 1/3rd of the total strength of the managers shall constitute a quorum for the transaction of business and the acts of the managers present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, there be less than a quorum 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.

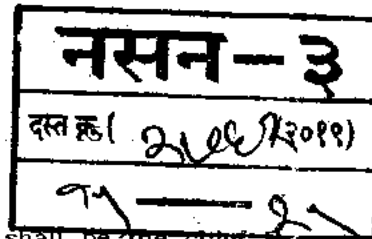
30. Fidelity bonds : The Board may require that all officers and employees of the Association handling or responsible for the Association funds, shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

CHAPTER V OFFICERS

31. Designation :- The principal officers of the Association shall be a president, a vice president, a secretary and a Treasurer, all of whom, shall be elected by and from the Board. The Board may appoint an assistant Treasurer and an Assistant secretary and such other officers as in their judgement may be necessary (in case of an Association of 100 owners or less, the offices of treasurer and secretary may be filed by the same person.)

32. Election of officers :- The officers of the Association shall be elected annually by the Board of the organisation meeting of each new Board and shall hold offices at the pleasure of the Board.

33. Removal of officers :- Upon an affirmative vote of a majority of the Members of the Board, any officer may be removed either with or without any cause and his successor elected at any regular meeting of the Board of members or at any special meeting of the Board called for such purpose.



34. **President** :-The president shall be the chief Executive officer of the association. He shall preside at all the meetings of the Association and of the Board. He shall have all the general powers and duties which are usually vested in the office of a president of an Association, including, but not limited to the power to appoint a committee, from among the owners, from time to time, as he may in his discretion, decide to be appropriate to assist in the conduct of the affairs of the Association.

35. **Vice-President**:-The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor and the vice president nor the vice president is able to act, the Board shall appoint some other member of the Board, so as to act on an interim basis. The vice president, shall also perform such other duties, as shall from time to time, be imposed upon him by the Board.

36. **Secretary** :-The secretary shall keep the minutes of all the meetings of the Board and the minutes of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incidental to the office of a secretary.

37. **Treasurer** :-The Treasurer shall be responsible for the Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in the books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such deposits, as may be, from time to time, designated by the Board.

CHAPTER VI

OBLIGATIONS OF THE APARTMENT OWNERS

38. **Assessments** :-All owners are obliged to pay monthly assessments imposed by the Association to meet all expens relating to **SHIVSHAKTI ROW HOUSE A WING** Apartment which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard of calamity. The assessments shall be made according to the value of the unit owned as stipulated in the Declaration. Such assessment shall include monthly payments to a general operating reserve and a reserve fund for replacement.

39. **Maintenance and repair**- 1] Every owner must perform promptly all maintenance and repair work within his own unit which if omitted would affect the **SHIVSHAKTI ROW HOUSE A WING** Apartment condominium in entirely or in a part belonging to other owners being expressly responsible for the damages amd liabilities that his failure to do so may endanger.

2] All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telphones, air conditioners sanitary installations, doors, windows, lamps, and all other accessories belonging to the doors windows lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.

3] An owner shall reimburse the Association for any expenditures incurred in repairing or repalacing any common areas and facility damaged through his fault.

40. Use of Family Units -Internal Changes :-

- i) All units shall be utilised for their respective residential purpose only.ii)
An owner shall not make any structural modifications located therein, without previously notifying the Association in writing, through the president

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of the Board, if no manager is employed, the association shall have the obligation to assent within 30 days and failure to do so within the said stipulated time, shall mean that there is no objection to the proposed modification, alteration or installation.

41. Use of common areas & facilities and restricted common areas and facilities:- An owner shall not place or cause to be placed in the lobbies, vestibules, staircases, elevators and other areas **SHIVSHAKTI ROW HOUSE A WING** Apartment & 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.

42. Right of Entry :- i) An owner shall grant the right of entry to the Manager or to any other person duly authorised by the Board of the Association in case of an emergency originating in or there attending his unit whether the owner is present at the time or not. ii) An owner shall permit 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 a request for such an entry is at a time convenient to the owner. However, in case of an emergency such right of entry shall be immediate.

43. Rules of Conduct :- i) No resident of the **SHIVSHAKTI ROW HOUSE A WING** Apartment shall post any advertisement or posters or any kind in or on the building, except, as authorised by the Association. ii) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the Municipal sanitary bye-laws or regulations. iii) It is prohibited to throw hang garments, rugs, etc. from the windows, balconies or from any of the facades of the **SHIVSHAKTI ROW HOUSE A WING** Apartment. iv) It is prohibited to throw dust, rags, etc. from the window or to clean, rugs, etc. from the window or to clean rugs, etc. by beating them on the exterior part of the said condominium. v) It is prohibited to throw garbage or trash outside the disposal installations provided for such purpose in the service areas. If such installations are not provided all garbage or trash shall be collected in a vessel and thrown in the municipality dustbin. vi) No owner, resident or leasee shall install wiring for electrical or telephone installations, television antennae, machine or air-conditioning units etc. on the exterior of the **SHIVSHAKTI ROW HOUSE A WING** Apartment of that protrude the walls or roof of that condominium except, as authorised by the Association.

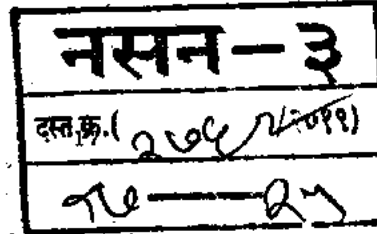
CHAPTER VII

FUNDS AND THEIR INVESTMENT

44. Funds :- Funds may be raised by the Association in all or any of the following ways, viz:- a) By shares b) contributions and donations from the apartment owners. c) From common profit which shall form the nucleus of the Reserve fund. d) By raising loans, if necessary, subject to such terms & conditions, as the association, with the approval of the Competent Authority, may determine in his behalf.

45. INVESTMENT

The association may invest or deposit its funds in one or more of the following : a) In the District Central Co-Operative Bank or in the State Co-Operative Bank, or b) In any of the securities specified in section 20 of the Indian Trust Act, 1882, or c) In any co-operative bank other than those



referred to in clause [a] of this bylaw or in any banking company approved for this purpose by the Association.

46. Affiliation :- Should there be any federation of Apartment owners in the locality, in which the **SHIVSHAKTI ROW HOUSE A WING** Apartment Association is situated the Association may, after consulting the Competent Authority, become a member thereof and pay the sums from time to time, payable to such federation under the rules thereof.

47. Accounts :- i) A banking account shall be opened by the Association into which all moneys received on behalf of the Association shall be paid, provided that the secretary may retain in his personal custody an amount not exceeding Rs. 500/- for petty expenses. All payment above Rs. 20/- shall be made by cheque, duly signed by the secretary and one member of the Board. ii) Each apartment owner shall have a pass book in which the secretary shall enter amounts paid to or received for his share in receipts of profits from the common areas and contributions towards common expenses and his share of assessment and other dues, if any, in respect of his apartment. iii) The association shall in each year publish an audited financial statement in respect of the common areas and facilities containing. a) the profit and loss account. b) the receipts and expenditure of the previous financial year, and c) a summary of the property and assets and liabilities of the Association giving such particulars, as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at. iv) The audited statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof, shall be submitted to the competent authority not later than 31st March every year. v) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement in a similar list of loans. The financial statement shall state upto what date profits and expenses of the areas are included.

48. Publication of Accounts & Reports :- A copy of the last financial statement and of the Report of the auditor, if any, shall be kept in a conspicuous place in the office of the Association.

49. Appointment of Auditor :- The Association shall appoint at its general meeting, an Auditor who shall audit the accounts of the Association to be prepared by the Board, as hereinabove provided and shall examine the annual return, and verify the same, with the accounts relating thereto and shall enter sign the same as found by him to be correct, duly vouched and in accordance with law, or specially report to the Association in what report he finds it correct, un-vouched or not in accordance with law.

50. Power of Auditor :- The Auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common areas & facilities (including limited/ restricted areas and facilities) and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appear to him require notice.

CHAPTER - VII MORTGAGES

51. Notice of Association :- An owner who mortgages his unit, shall notify the Association through the manager, if any, or the president of the Board, in the event there is no manager, the name and address of his mortgagee and the Association shall maintain such information in a book entitled Mortgagees of units.

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52. **Notice of unpaid assessments :-** The Association shall at the request of a mortgagee of a unit, report any unpaid assessments due from the owner of such unit.

CHAPTER - IX COMPLIANCE

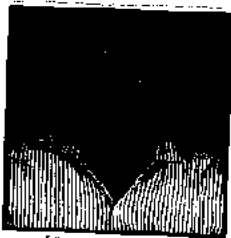
53. **Compliance :-** These bye-laws are set forth to comply with the requirements of the Maharashtra Apartment Ownership Act 1970. In case any of these bye-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that the provisions of the Act will apply.

54. **Seal of the Association :-** The Association shall have a common seal which shall be in the custody of the secretary and shall be used only under the authority of a resolution of the Board and every deed of instrument to which the seal is affixed, shall be attested for or on behalf of the Association by two members of the Board and the secretary or any other person duly authorised by the Association, in that behalf.

Chapter x Amendment to plan of Apartment Ownership

55. **Amendment of by laws-** These bye law may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75 percent of the total value of all units in the **SHIVSHAKTI ROW HOUSE A WING** Apartment Condominium as shown in the Declaration.

IN WITNESS WHEREOF, the Grantor-Owner/Developer herein, has set and subscribed his hand to these presents on the day, month and year written first hereinabove.



SIGNED SEALED & DELIVERED

by the within named Grantor-Owners

/Developers

MR. DINESHBHAI MAVAJIBHAI VIRAMGAMA



[Handwritten signature]

Witness :

1]

[Handwritten signature]

2.

[Handwritten signature]



SELF ATTESTED

[Handwritten signature]
BY ME

११-११
प्र/सपथपन



BY ME

नसमन-३

दस्ता क्र. (2082/2022)

20-21



अहवाल दिनांक : 11/04/2019

अधिकार अभिलेख पत्रक
(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७)

प्रलंबित फेरफार क्र. : 22623

गाव :- आडगांव

तालुका :- नाशिक

जिल्हा :- नाशिक

शेवटच्या फेरफाराचा दिनांक :- 11/04/2019

गट क्रमांक व उपविभाग : 540/ते 544/544पै/546/प्लॉट नं/1/2/11/ते/19

गट क्रमांक व उपविभाग	भुधारणा पद्धती	भोगवटदाराचे नाव
540/ते 544/544पै/546/प्लॉट नं/1/2/11/ते/19 वर्ग -1	भोगवटदार	
शतीये स्थानिक नाव	क्षेत्र आकारआणि पै पो.ख. फे.फा	खाते क्रमांक
क्षेत्र एकक आर.चौ.मी	नाशिक महानगर पालिका नाशिक 0.94.31 (22935)	692, 10179
बिन शेती 19.03.29	दिनेशभाई मावजीभाई विरमगामा 18.08.98868.31 (22935)	कुळाचे नाव
बिन शेती 868.31		इतर अधिकार
आकारणी		इतर
जिरायत -		बिनशेती (6382)
बाग्ययत -		इतर
तरी -		रस्ता रुंदीकरण क्षेत्र 94.31 चौ.मी.
वरकस -		(22935)
इतर -		
एकूण क्षेत्र .		
पोटखराब (लागवडीस अयोग्य)		
वर्ग (अ) -		
वर्ग (ब) -		
एकूण पो 0.00.00		
जुडी किया विशेष आकारणी		
	(10913),(10957),(11197),(12311),(12327),(12387),(12519), (19015),(20509),(20769),(21835),(22935)	सीमा आणि भुमापन चिन्हे

गाव नमुना बारा

अधिकार अभिलेख पत्रक
(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९)

गाव :- आडगांव

तालुका :- नाशिक

जिल्हा :- नाशिक

शेवटच्या फेरफाराचा दिनांक :- 11/04/2019

गट क्रमांक व उपविभाग : 540/ते 544/544पै/546/प्लॉट नं/1/2/11/ते/19

पिकाखालील क्षेत्राचा तपशील	क्षेत्र
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http://192.168.58.1/efarfar2beta_test_new712/PgHtml712.aspx

तलाठी आडगांव
ता. जि. नाशिक

11-Apr-19

नस्रन-३
दस्तावेज क्र. (2008/1032)
29-25



This registration is granted under section 5 of the Act to the following project under project registration number : P51600009562

Project: Shiv Shakti Row Houses Plot Bearing / CTS / Survey / Final Plot No.: S No 544 540 541 542 546 543 544P Plot No 1 2 15 16 17 18 19 11 12 13 14 at Nashik, Nashik, Nashik, 422003;

1. Mr./Ms. Dineshshai Mavjibhai Virmagama son/daughter of Mr./Ms. Mavjibhai G Virmagama Tehsil: Nashik, District: Nashik, Pin: 422010, situated in State of Maharashtra.
 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 (f) 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 22/08/2017 and ending with 31/12/2027 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. Vasantrao Pramanand Prabhu
(Secretary, MahaRERA)
Date: 22-08-2017 13:27:08

Dated: 22/08/2017
Place: Mumbai

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

10

The image contains architectural drawings of a building's first floor and an elevation. The top drawing is the 'FIRST FLOOR PLAN', showing a long, narrow building with a central corridor and multiple rooms. The bottom drawing is an 'ELEVATION' of the building, showing the side profile with a flat roof and a series of windows. The drawings are labeled 'FIRST FLOOR PLAN' and 'ELEVATION'.

The ground floor plan shows a building with three distinct wings, each with a different layout and dimensions.

- Wing A (Left):** Labeled "TYPE A" and "TYPE C". It has a total length of 100' 0" and a width of 100' 0". The layout includes several rooms, corridors, and a central staircase area.
- Wing B (Middle):** Labeled "TYPE B". It has a total length of 100' 0" and a width of 100' 0". The layout includes several rooms, corridors, and a central staircase area.
- Wing C (Right):** Labeled "TYPE C". It has a total length of 100' 0" and a width of 100' 0". The layout includes several rooms, corridors, and a central staircase area.

A north arrow is located in the upper right corner of the plan, pointing towards the top right.

340/2762

गुरुवार, 02 मे 2019 1:21 म.नं.

दस्त गोपबारा भाग-1

नसन3

दस्त क्रमांक: 2762/2019

दस्त क्रमांक: नसन3 /2762/2019

बाजार मूल्य: रु. 01/-

मोबदला: रु. 01/-

भरलेले मुद्रांक शुल्क: रु.100/-

दु. नि. सह. दु. नि. नसन3 बांचे कार्यालयात

पावती:3299

पावती दिनांक: 02/05/2019

अ. क्र. 2762 वर दि.02-05-2019

सादरकरणासाठीचे नाव: श्री.दिनेशभाई मावजीभाई बिरमगामा

रोजी 1:23 म.नं. बा. हजर केला.

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 500.00

पृष्ठांची संख्या: 25

दि २५/०५/२०१९
दस्त हजर करणाऱ्याची सही:

एकुण: 600.00

Joint Sub Registrar Nashik3

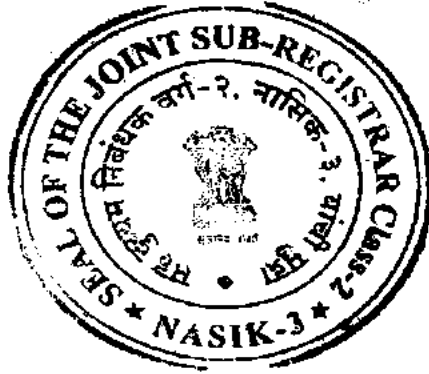
Sub Registrar Nashik3

दस्तावा प्रकार: घोषणापत्र

मुद्रांक शुल्क: प्रतिमालेख

शिक्का क्र. 1 02 / 05 / 2019 01 : 23 : 41 PM बा. हजर (घोषणापत्र)

शिक्का क्र. 2 02 / 05 / 2019 01 : 28 : 40 PM





02/05/2019 1 25:00 PM

दस्त गोषवारा भाग-2

नसन3

दस्त क्रमांक:2762/2019

दस्त क्रमांक :नसन3/2762/2019

दस्तावा प्रकार :-घोषणापत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा २ वा
1	नाव:श्री.विनेशभाई मावजीभाई बिरमगामा -- पत्ता:प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: 6 गजानन पार्क गौरी शंकर मंगल कार्यालयाचे मागे, अंबड नासिक, ब्लॉक नं. -, रोड नं. -, महाराष्ट्र, णातू-ईक. पॅन नंबर: AEGPV1831E	लिहून देणार वय :-41 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथित घोषणापत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्षा क्र.3 ची वेळ:02 / 05 / 2019 01 : 27 : 57 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा २ वा
1	नाव:माधव शंबक कुलकर्णी -- वय:55 पत्ता:ए-11 रुग्ण रेसीडेन्सी राजीवनगर नासिक पिन कोड:422009		
2	नाव:राजेंद्र नानासाहेब आहरे -- वय:56 पत्ता:Wadi 0x6a0 2e000 2a000 2a000 पिन कोड:424109		

शिक्षा क्र.4 ची वेळ:02 / 05 / 2019 01 : 30 : 57 PM

शिक्षा क्र.5 ची वेळ:02 / 05 / 2019 01 : 30 : 57 PM

Joint Sub Registrar Nashik3

EPayment Details.

sr.	Epayment Number
1	MH001035684201920E
2	0105201901966

Deface मुद्रांक १, क्रमांक

0000586200201920E वर नोंदला.

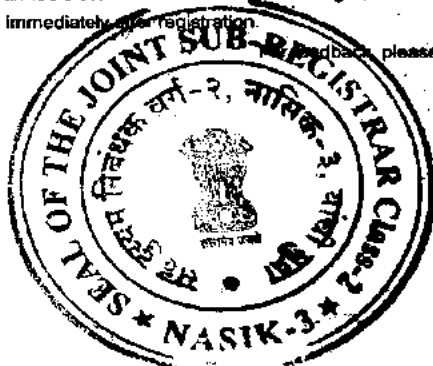
0105201901966

दिनांक 02 मोहा 11 सन 2762/2019

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com



सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.