

15/6/99
92/10/2023
M. T. KULKARNI

LEGAL CONSULTANT

9420891940 & 9767655008

M/S VAIDEHI CONSTRUCTION THORUGH ITS
PARTNER

JAYDEEP GOPALBHAI BANUGARIYA

WADALA S.NO. 103/1/1B PLOT NO. 10 TOATL
ADMEASURING 310.33 SQ.MTRS.

DWARKESH DHAM APARTMENT

DECLARATION DEED OF APARTMENT

Scanned

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539/5711
Monday, July 12, 2021
3:20 PM

पावती

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

पावती क्र.: 6137 दिनांक: 12/07/2021

गावाचे नाव: वडाळा
दस्तावेजाचा अनुक्रमांक: नसन7-5711-2021
दस्तावेजाचा प्रकार: घोषणापत्र
सादर करणाऱ्याचे नाव: वैदही कल्टरक्षन तर्फे भागीदार जयदिप गोपालभाई बापुगारिया --

नोंदणी फी ₹. 100.00
दस्त हाताळणी फी ₹. 460.00
पुष्तांची संख्या: 23

एकूण: ₹. 560.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
3:38 PM ह्या वेळेस मिळेल.

Joint S.R. Nashik-7

सह. दुय्यम निबंधाक वर्ग-२
नाशिक-७.

बाजार मूल्य: ₹. 1/-
मोबदला ₹. 1/-
भरलेले मुद्रांक शुल्क: ₹. 100/-

- 1) देयकाचा प्रकार: DHC रकम: ₹. 460/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: 1107202100266 दिनांक: 12/07/2021
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रकम: ₹. 100/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH003480238202122E दिनांक: 12/07/2021
बँकेचे नाव व पत्ता:

मुळ दस्त परत

सूची क्र.2

दुय्यम निबंधक : सह.डु.नि. नाशिक 7
दस्त क्रमांक : 5711/2021
नोदणी :
Regn:63m

12/07/2021

गावाचे नाव : वडाळा

(1)विलेखाचा प्रकार	घोषणापत्र	
(2)मोवदला	1	
(3) बाजारभाब(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1	
(4) भू-सापन,पोटहिस्सा व परक्रमांक(असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन :- इतर माहिती: मौजे वडाळा सर्व्हे नंबर 103/1/1ब /प्लॉट नंबर 10 यमसी क्षेत्र 338.83 चौ.मी पैकी नासिक महानगरपालिकेकडे वर्ग झालेले क्षेत्र 28.50 चौ.मी.वजा जाता प्रत्यक्षात 7/12 उता-यावर शिल्लक असलेले क्षेत्र 310.33 चौ.मी. यावरील द्वारकेश्वराम अपार्टमेंट मधील सदसिकांचे घोषणापत्र((Survey Number : 103/1/1ब ; Plot Number : 10 ;))	
(5) क्षेत्रफळ	1) 310.33 चौ.मीटर	
(6)आकारणी किंवा चुडी देण्यात असेल तेव्हा.		
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-चैदही कस्तूरश्वन तर्फे भगिदार जयदिए गोपालभाई बाणुगारिया - - वय:-30; पत्ता:-प्लॉट नं. :- माळा नं. :-, इमारीचे नाव: महेश्विर एव्हेल्यू अपार्टमेंट, वासनगर नासिक, ब्लॉक नं. :-, रोड नं. :-, महाराष्ट्र, नासिक. पिन कोड:-422009 पॅन नं:-	
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता		
(9) दस्तऐवज करून दिल्याचा दिनांक	12/07/2021	
(10)दस्त नोदणी केल्याचा दिनांक	12/07/2021	
(11)अनुक्रमांक,खंड व पृष्ठ	5711/2021	
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100	
(13)बाजारभावाप्रमाणे नोदणी शुल्क	100	
(14)शेरा		

मुल्यांकनासाठी विचारत घेतलेला तपशील:-

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

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : Affidavit



सुची क्र. II
नोदणी नंतरची प्रथम प्रत
अरसल बरहुकुम नवकल
सह. दुय्यम निबंधक वर्ग-२
नाशिक-७.

CHALLAN
MTR Form Number-6

976991009



GRN	MH003480238202122E	BARCODE											Date	11/07/2021-10:38:40	Form ID	25.1							
Department	Inspector General Of Registration															Payer Details							
Type of Payment	Stamp Duty Registration Fee															TAX ID / TAN (If Any)							
Office Name	NSK3_NASHIK 3 JOINT SUB REGISTRAR															PAN No.(If Applicable)							
Location	NASHIK															Full Name	VAIDEHI CONSTRUCTION						
Year	2021-2022 One Time															Flat/Block No.	103/1/1B						
Account Head Details																Premises/Building							
0030046401 Stamp Duty																Road/Street	DWARAKESH DHAM APARTMENT						
0030063301 Registration Fee																Area/Locality	WADALA NASHIK						
																Town/City/District							
																PIN	4 2 2 0 0 9						
Remarks (If Any)																							
SecondPartyName=VAIDEHI CONSTRUCTION~																							
																Amount In	Two Hundred Rupees Only						
Total																Words							
Payment Details	BANK OF MAHARASHTRA															FOR USE IN RECEIVING BANK							
	Cheque-DD Details															Bank CIN	Ref. No.	02300042021071135468			001338930		
Cheque/DD No.																Bank Date	RBI Date	11/07/2021-10:39:50			Not Verified with RBI		
Name of Bank																Bank-Branch	BANK OF MAHARASHTRA						
Name of Branch																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.
Mobile No. : 9767655008
संदर् चलन कवळ दुर्य्यज लिखक कार्यालयात नोंदणी करायच्या दस्तऐवजी लागू आहे . नोंदणी न करायच्या दस्तऐवजी संदर् चलन लागू नाही .

976991009

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN	1107202100266
Date	11/07/2021
Received from Vaidahi Kanstrakshan Tarphe Bhagidar Jayadip Gopalabhai Banugariya - -, Mobile number 9404215754, an amount of Rs.460/-, 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	11/07/2021
Bank CIN	10004152021071100221
REF No.	001810374
This is computer generated receipt, hence no signature is required.	

नसम-७
दस्तावेज ५७९९ (२०२१)
२ — २३



पस-७	
दस्तावेज क्र. ५७९९	पस
३ — २३	



DECLARATION DEED OF APARTMENT

This Deed of Declaration is made and executed at Nashik on this 12th day of JULY in the year 2021

BETWEEN

M/S VAIDEHI CONSTRUCTION [PAN CARD NO. AAKFV 8429J], a partnership firm through it's Partner **JAYDEEP GOPALBHAI BANUGARIYA** Age.30 years, Occ. Business R/at. Mahavir Avenue Apartment, behind wasan Toyota Show Room, Nashik 422009hereinafter referred to as the **"GRANTOR OWNER /DEVELOPER "** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said firm, its time being partners, their legal heirs, successors, executors, administrators, assigns, etc.) Of the First Part;

WHEREAS the Plot mentioned in Schedule-I herein below bearing plot No. **10** total admeasuring **338.83 sq.mtrs.** Out of Which an area of **28.50** sq.mtrs is acquired for Road actual 7/12 extract Area **310.33** sq.mtrs out of **Survey No. 103/1/1B.** [Which property are more particularly described in the schedule -I written herein under and herein after referred to as the "Said Property"] lying and being at Village **WADALA** within the limits of Nashik Municipal Corporation, Nashik, is owned by the the **"GRANTOR OWNER /DEVELOPER "**. The **"GRANTOR OWNER /DEVELOPER "** have purchased the said property from **Mr. Vijaykumar Kisanlal Ghodela and Sau. Barji Kisanlal Ghodela** vide Sale Deed dt. **07/10/2013**, which is duly stamped and registered at the office of Joint Sub Registrar Class II Nashik -5 at Document Serial No. **11525/2013** on **08/10/2013** Accordingly the names of **"GRANTOR OWNER /DEVELOPER "**are mutated in the revenue record vide **Mutation entry No. 12886.** The **"GRANTOR OWNER /DEVELOPER "** have absolute right to develop the said property by constructing building thereon as per the approved plans and to enter into agreements of sale, sale deeds, deed of apartment for the sale of constructed and other areas.

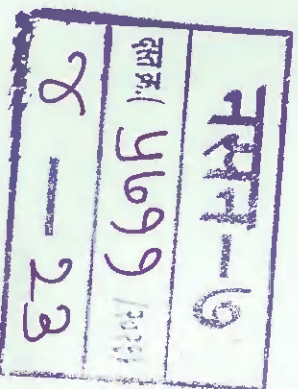
AND WHEREAS the said property is from and out of larger land which is converted to non-agricultural use by the order of the Collector Nashik bearing No MH /DESK/N.A.M.P.3/4/404/2011 dt. 27.01.2012 and the non-agricultural assessments are duly paid till date.

AND WHEREAS the said property is from and out of larger land for which layout is sanctioned by Nashik Municipal Corporation, Nashik vide letter no Nagar Rachana Vibhag / Final /A-4/05/12 dt 04.07.2012

AND WHEREAS, 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 P51600010508**

AND WHEREAS the plans for the construction of Premises on above plot are **Residential** building plan approved by the Executive Engineer [Town Planning] Nashik Municipal Corporation, Nashik Municipal Corporation Nashik under Sanction of Building Permit & Commencement Certificate No.**LND/BP/A-4/45/503 dt. 28/05/2015**and as per the building plan the **"GRANTOR OWNER /DEVELOPER"** have commenced the construction on the said property and proposes to construct a building consisting of **First floor to Fourth floor** hereinafter referred to as the said Building. The **"GRANTOR OWNER /DEVELOPER "** have obtained the Occupancy Certificate from the Executive Engineer Town Planning, Nashik Municipal Corporation, Nashik जात नगर /नगरी/नगरीक पूर्व/अ-४/२९९८/२०२१ दिनांक ०९/०३/२०२१

AND WHEREAS the available total F.S.I. for the said plots are **310.33**sq.mtrsof F.S.I. is consumed by the Grantor Owners/Developers for the purpose of construction of **12** independent Flats / Apartments for that



the Grantor Owner / Developer has 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 the final convenes /Deed of Apartment of all Apartment holder is to be made, executed and registered by the Grantor owner/Developer in favor of respective Apartment owner and the consenting party herein give his unconditional consent for the same.

AND WHEREAS the said **12 flats** are situated on **First floor to Fourth floor in DWARKESHDHAM APARTMENT** are capable to be treated as an "Apartment" 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 "Apartment" 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 Apartment is immovable property within the meaning of any law for the time being in force in the state. (The Residential Flat/ Apartment shall hereinafter be referred to as the "Family Unit"]. The said family units shall have an undivided interest in the General and / or common area of the said plots 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 "**GRANTOR OWNER /DEVELOPER**" have decided that the **Carpet area** in respect of the constructed **family units** Means the area of the said premises shall be calculated and measured on the basis of Net Carpet area of the flat.

The entire constructed building consist of **12 residential family units First Floor to Fourth Floor** particulars of which are as under-

Flat No.	Area in Square meters	Floor
101	48.79	First
102	63.10	First
103	61.10	First
201	47.19	Second
202	63.10	Second
203	60.89	Second
301	37.68	Third
302	63.13	Third
303	56.95	Third
401+402	135.62	Fourth
403	40.06	Fourth

AND WHEREAS this Condominium shall be known as **DWARKESHDHAM APARTMENT** condominium.

1. The proportionate share in the said General & common area & facilities of each Apartment 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".
2. The family & commercial 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.

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कल. ५७९९/२०१८



3. The measurement of ⁴ the family ³ shall be based on "Built-up" area calculated by the ~~Grantor Owner/Developer~~ "Built-up" means the net out to out measurement of walls of the family unit, wall thicknesses which is inclusive of balcony, cupboards, passage etc. plus proportionate area of
4. staircase landings etc. common passages pls 1/2 area of attached terraces if provided.
5. Each unit shall have independent access to the corridor and to its respective floor and/or to the ground.
6. Each unit in the said **DWARAKESH DHAM APARTMENT scheme** shall have area and shape, as specifically shown in the said building plan, attached as Exh. "A" to the Deed of Declaration, together with the boundaries thereof.

II] GENERAL COMMON AREAS & FACILITIES:

Following described areas and facilities shall be treated as properties of the family units owners and each unit owner shall have his/her interest and right in said common areas & facilities, proportionate to his/her ownership percentage as described, in detail, hereinafter, the particular of the said common areas and facilities are as under -

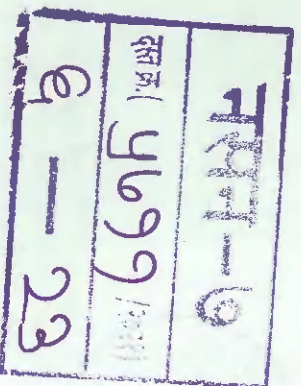
- a) The common staircase of building shall be used by the member of family units of building in common, corridor or any other access available in the building, which is reasonably required to be used for entering into any family units in said building,
- b) The underground water tank, and overhead water tank constructed on the roof of the building for supply of water is common for all units in said building and drainage system thereof along with all fittings of drainage and plumbing thereof.
- c) Common plumbing network throughout the said building.
- d) Common electric meter and lights thereof fitted in the common staircase portion.
- e) The water connection from municipal Corporation main line up to the building.
- f) The foundations and main walls, columns, guarders, beams of the building, as described in the said plan attached as Exh. "A". Hereto.
- g) The Allotted parking area available in building
- h) The Half Terrace area is allotted to flat No.401 & 402 & remaining Half terrace area on the top of the building shall be used by the members of family units of building in common.
- i) One Common Lift with battery backup
- J) Solar System
- K) C.C. TV Camera

II] RESTRICTED AREAS & FACILITIES:

The Grantor owner/Developer declares that the F.S.I. available for the construction is in the ratio of 1:1 for the said plots. The Grantor owner/Developer has utilized the total available F.S.I. of the said plot. In addition to that the Grantor owner/Developer has utilized additional F.S.I. of **135.00 sq.mtrs.** by availing T.D.R. benefits for constructing the building on the said plots.

a) That the right, title and interest of each owner of a family unit located on each floor of the said building in respect of the premises in the said building 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 building, each **family unit** owner will have the voting right, as per the percentage of voting, as mentioned hereunder.

Flat No.	Area in Square meters	0% of Voting rights
101	48.79	7.20
102	63.10	9.31
103	61.10	9.02
201	47.19	6.96
202	63.10	9.31



203	60.89	8.99
301	37.68	5.56
302	63.13	9.32
303	56.95	8.40
401+402	135.62	20.02
403	40.06	5.91

b) The 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 Apartments are not encumbered, in any manner whatsoever, on the date of this declaration.

The said scheme of **DWARKESHDHAM APARTMENT** 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 **DWARKESHDHAM APARTMENT** 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 **DWARKESHDHAM APARTMENT** condominium is distributed as follows:

a) Land described in para 1 here above is valued as shown in the books of account of the said apartment.

b) Building described in the plan Exh. "A", is valued approx. as shown in the books of account subject to cost of building materials etc. 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 Apartment owner shall comply with the provisions of this deed, the bye-laws, decisions and resolutions of the Association of Apartment 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. The Grantor Owner/Developer will be authorized to revise an amend an change the approved building plan in accordance to revise the rules & regulations of N. M. Corp. & according if found necessary the amendments will be carried in the said Deed of Declaration.

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 Apartment.

That if the property subjected to the plan of Apartment ownership, is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment ownership Act 1970. That in a voluntary conveyance of a family unit, the Grantee of the unit shall be jointly and severally liable with the Grantor Owner/Developer for all unpaid assessments by the Association of Apartment owners against the letter of his share of the common expenses up to the time of the grant of conveyance without prejudice to the Grantee's

फरान-७
दस्तावेज क्र. ५७९९/१०७१
७-23



rights to recover from the Grantor Owner/Developer 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 Apartment owners against the Grantor Owner/Developer in excess of the amount therein, set forth. That as appears above, a plan of Apartment 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 building 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 building or the more act or occupancy of any of the said units shall signify that the provisions of this Deed are accepted and rectified. The respective family units shall not be rented out or given on leave and license or caretaker basis by the apartment owners thereof for transient or hotel purpose, which shall be defined as rental compensation or compensation for any period less than 30 days or any rental if any the occupants of the family units are provided customary hotel or boarding or loading or paying guest service other than the foregoing obligations, the Apartment owners of the respective family units shall have the absolute right to leave such unit or given on leave & license basis of caretaker basis, provided that the said lease or leave & 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 mortgagee in exercise of his power of sale under an English Mortgage or by a court, in execution of a Decree in a suit brought 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 Apartment 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.

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 & DELIVERED BY THE WITHINNAMED	]	
GRONTOR OWNER/DEVELOPERS	]	
M/S VAIDEHI CONSTRUCTION	]	
Through it's Partner	]	
MR. JAYDEEP GOPALBHAI BANUGARIYA	]	[-----



**SCHEDULE - I OF THE SAID PROPERTY
REFERRED TO ABOVE**

All that piece and parcel of land bearing plot No. **10** total admeasuring **338.83 sq.mtrs.** Out of Which an area of **28.50** sq.mtrs is acquired for Road actual 7/12 extract Area **310.33** sq.mtrs out of **Survey No. 103/1/1B** lying and being at Village **Wadala** within the limits of Nashik Municipal Corporation Nashik and Registration and Sub-Registration District of Nashik, Taluka and District of Nashik, which plot is bounded as shown below

पृष्ठ क्र. १	५७९९ / २०२१
८	— २३



On or towards East	:6mtrs. Colony Road
On or towards West:	Plot No.7A & 7B
On or towards South:	Plot No.11
On or towards North:	Open Space

All the said property together with all things appurtenant thereto the together with all the rights of easement and access appurtenant thereto.

"SCHEDULE II"

Description of the various family & Commercial units in the **DWARKESH DHAM APARTMENT condominium** building is as under:

FAMILY UNIT :- There are 12 family units on **First Floor to Fourth Floor** which are numbered as type number one, two," etc. respectively.

FAMILY UNIT TYPE NUMBER 101: It is admeasuring and making an area of **Carpet 48.79 sq.mtrs Plus Allotted Two Wheeler Parking area available** specifically known in Exh. "A". Of this Deed.

FAMILY UNIT TYPE NUMBER 102- It is admeasuring and making an area of **Carpet 43.65 sq.mtrs & useable area of Open Balcony/utility/Cupboard Area 19.45 sq.mtrs total area 63.10 sq.mtr** specifically known in Exh. "A". Of this Deed.

FAMILY UNIT TYPE NUMBER 103- It is admeasuring and making an area of **Carpet 45.19 sq.mtrs &useable area of Open Balcony/utility/Cupboard/ Area 15.91 sq.mtrs total area 61.10 sq.mtr** specifically known in Exh. "A". Of this Deed.

FAMILY UNIT TYPE NUMBER 201-It is admeasuring and making a area of **Carpet 47.19 sq.mtrs Plus Allotted Two Wheeler Parking area available** specifically known in Exh. "A". Of this Deed.

FAMILY UNIT TYPE NUMBER 202:It is admeasuring and making an area of **Carpet 63.10 sq.mtrs** Specifically known in Exh. "A". Of this Deed.

FAMILY UNIT TYPE NUMBER 203:It is admeasuring and making an area of **Carpet 60.89 sq.mtrs** Specifically known in Exh. "A". of this Deed.

FAMILY UNIT TYPE NUMBER 301: It is admeasuring and making a area of **Carpet 32.00 sq.mtrs &useable area of Open Balcony /utility /CupboardArea 5.68 sq.mtrs total area 37.68 sq.mtrs. Plus Allotted Two Wheeler Parking area available** Specifically known in Exh. "A". Of this Deed.

FAMILY UNIT TYPE NUMBER 302: It is admeasuring and making an area of **Carpet 63.13 sq.mtrs.** Specifically known in Exh. "A". Of this Deed

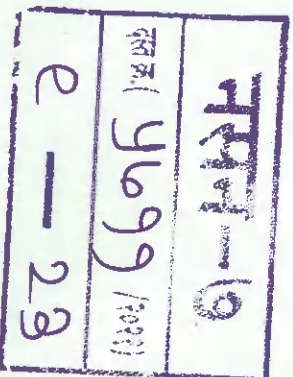
FAMILY UNIT TYPE NUMBER 303: It is admeasuring and making a area of **Carpet 56.95 sq.mtrs Allotted Two Wheeler Parking area available** Specifically known in Exh. "A". Of this Deed

FAMILY UNIT TYPE NUMBER 401+402: It is admeasuring and making an area of **Carpet 135.62sq.mtrs Terrace on the top admeasuring 83.64 sq.mtrs.** specifically known in Exh. "A". Of this Deed

FAMILY UNIT TYPE NUMBER 403: It is admeasuring and making an area of **Carpet 24.53 sq.mtrs &useable area of Open Balcony/utility/CupboardArea 16.07 sq.mtr total area 40.06 sq.mtrs. Plus Allotted Two Wheeler Parking area available** Specifically known in Exh. "A". Of this Deed

BYE-LAWS OF DWARKESH DHAM APARTMENT

1. **SHORT TITLE AND APPLICATION:-**These Bye-laws shall be called the bye-laws of the **DWARKESH DHAM APARTMENT** condominium. The provisions of these bye-laws apply to the **DWARKESH DHAM APARTMENT** condominium. Allthe 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 set forth in these bye-laws. Mere acquisition or rental or taking of license of any of the commercial, family units (hereinafter referred to as the "Units") of the building or mere act of occupancy of any of the said units will signify that these bye-laws are accepted, ratified and 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 **DWARKESH DHAM APARTMENT** condominium.s]"Board" means a Board of Managers consisting of five persons, all of whom shall be owners of Apartment in the **DWARKESH DHAM APARTMENT** "condominium. D]"Building" means the building located at plot No. **10** total admeasuring **338.83 sq.mtrs.** Out of Which an area of **28.50** sq.mtrs is acquired for Road actual 7/12 extract Area **310.33** sq.mtrs out of **Survey No. 103/1/1B** lying and being at Village **Wadala** known as the **DWARKESHDHAM APARTMENT c) condominium** or any part thereof. E]"Declaration" means a Declaration which the sole owner of the building or all the owners
- d) of the building have executed and registered as provided in section 2. F]"Majority of Owners" mean 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 Apartment in the **DWARKESHDHAM APARTMENT** condominium. "Section" means a section of the Act. H]"Unit" means a Family unit, in the **DWARKESHDHAM APARTMENT** condominium. I] "Registrar" means the Registrar of co-operative societies.
- J] 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 on plot No. **10** total admeasuring **338.83 sq.mtrs.** Out of Which an area of **28.50** sq.mtrs is acquired for Road actual 7/12 extract Area **310.33** sq.mtrs out of **Survey No. 103/1/1B** lying and being at Village **Wadala** known as the **DWARKESHDHAM 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 building called **DWARKESH DHAM APARTMENT** condominium constructed over plot No. **10** total admeasuring **338.83 sq.mtrs.** Out of Which an area of **28.50** sq.mtrs is acquired for Road actual 7/12 extract Area **310.33** sq.mtrs out of **Survey No. 103/1/1B** lying and being at Village **Wadala**(hereinafter called as the 'said building') who have filed their respective declarations submitting their apartments to the provisions of the act.
- b) to invest for deposit moneys; 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;
- c) to retain and rent or license, 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 building up a reserve fund.
- d) to provide for and do all or any of the matters provided in sub-section (2) of the section 16.
- e) 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 lump sum or in installments.



- establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and recreate activities for the benefit of the Apartment owners.
- g) 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.
- h) to do all things necessary or otherwise provided for their welfare, expedient for the Attainment obtain of the objects, specified in these bye-laws.

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

5. MEMBERS OF ASSOCIATION:

- 1) All persons who have purchased apartment in the **DWARAKESH DHAM 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.
- 2) Upon any Apartment owners selling his Apartment or absolutely conveying the same by way of gift, under his will or otherwise, the purchaser or done 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 done on payment of one rupee to the Association.
- 3) On the death of an Apartment owner, his Apartment shall be transferred to the person or persons to whom he has bequeathed the same by his will.

4) 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 **DWARAKESH DHAM APARTMENT** condominiums apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian 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 preceding the year in which the elections to the Board would take place.

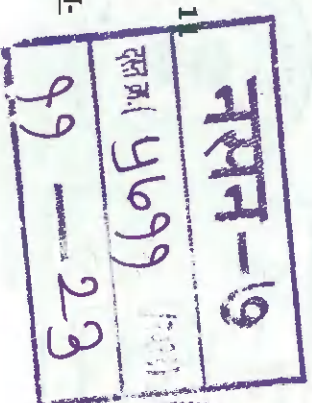
CHAPTER II

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 presence in person of a majority of owners shall constitute a quorum.



11.VOTES TO BE CAST IN PERSON-

Votes shall be cast in person.

CHAPTER III - ADMINISTRATION

12.POWERS & DUTIES OF ASSOCIATION -

The Association will have the responsibility of administering the **DWARKESHDHAM 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 June. 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 bailout 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 authorized by him in this behalf official duty authorized 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 these 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.

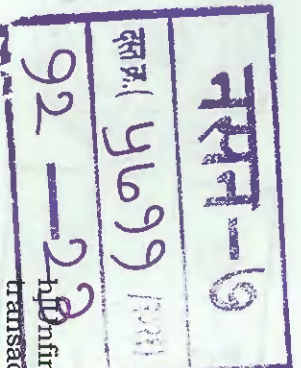
17.ADJOURNED MEETING-

If any meeting owners cannot be organized 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 proceeding meeting. d) Report of officers. e) Report of the Housing Commissioner or the Registrar or of the Officer duly authorized by them, if present. f) Report of committees. g) Election of Board of Managers.



undisclosed business, if any.] New business.] The members may also transact such other business of the Association, as may properly come before them.

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 surveillance of the **DWARKESHDHAM 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 **DWARKESHDHAM 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 authorized in this behalf.
- h) To hear and deal with the complaints.

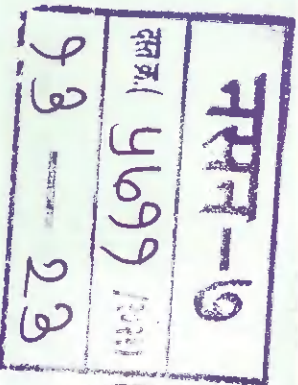
21. APPOINTMENT OF A MANAGER -

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 authorize, 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 manager, 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. ORGANIZATION 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 at least 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, waives 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 judgment 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 organization 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 the entire 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 assets 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 expense relating to **DWARKESHDHAM 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 **DWARKESHDHAM APARTMENT** condominium in entirety or in a part belonging to other owners being expressly responsible for the damages and 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, telephones, 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.

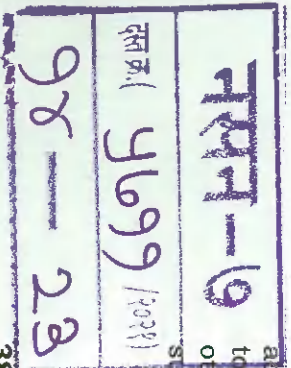
3. An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common areas and facility damaged through his fault.

40. USE OF FAMILY UNITS -INTERNAL CHANGES-

1. All units shall be utilized for their respective residential purpose only.
2. An owner shall not make any structural modifications located therein, without previously notifying the Association in writing, through the president of the Board, if no manager is employed, the association shall have the obligation to answer 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 of **DWARKESHDHAM 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.



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42. RIGHT OF ENTRY-

1. An owner shall grant the right of entry to the Manager or to any other person duly authorized 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.
2. An owner shall permit other owners or their representatives when so required to entered 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 a time convenient to the owner. However, in case of an emergency such right of entry shall be immediate.

43. RULES OF CONDUCT-

1. No resident of the **DWARKESHDDHAM APARTMENT** shall post any advertisement or posters or any kind in or on the building, except, as authorized by the Association
2. 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.
3. It is prohibited to throw hang garments, rugs, etc. from the windows, balconies or from any of the facades of the **DWARKESHDDHAM APARTMENT**.
4. 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.
5. 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.
6. No owner, resident or lease shall install wiring for electrical or telephone installations, television antennae, machine or air-conditioning units etc. on the exterior of the **DWARKESHDDHAM APARTMENT** of that protrude the walls or roof of that condominium except, as authorized by the Association.

CHAPTER VII

FUNDS AND THEIR INVESTMENT

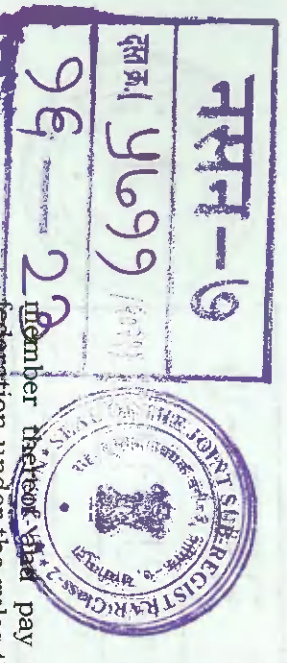
44. FUNDS -Funds may be raised by the Association in all or any of the following ways, viz: -

1. By shares.
2. By contributions and donations from the apartment owners.
3. From common profit which shall from the nucleus of the Reserve fund.
4. 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 it funds in one or more of the following:

1. In the District Central Co-Operative Bank or in the State Co-Operative Bank.
2. In any of the securities specified in section 20 of the Indian Trust Act 1882
3. 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 -There should be any federation of Apartment owners in the locality, in which the **DWARKESHDDHAM APARTMENT** Association is suit at the Association may, after consulting the Competent Authority, become a



member thereof shall pay the sums from time to time, payable to such federation under the rules thereof.

47. ACCOUNTS. 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 **Chairman & secretary** and one member of the Board.

1. 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.
2. The association shall in each year publish an audited financial statement in respect of the common areas and facilities containing:
 - a) The receipts and expenditure of the previous financial year, and
 - b) 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.
3. 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.
4. 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 up to 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.

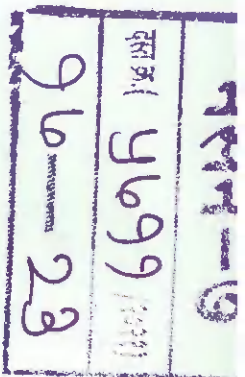
CHAPTER VII - MORTGAGES

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.

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 authorized by the Association, in that behalf.

CHAPTER X

CHAPTER X AMENDMENT TO PLAN OF APARTMENT OWNERSHIP

55. AMENDMENT OF BYLAWS-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 **DWARKESHDHAM 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 & DELIVERED BY THE WITHINNAMED

GRONTOR OWNER/DEVELOPERS

M/S VAIDEHI CONSTRUCTION

Through it's Partner

MR. JAYDEEP GOPALBHAI BANUGARIYA



[Signature]

WITNESS

[Signature]

[Signature]

आपका विभाग

INCOME TAX DEPARTMENT

VAIDEHI CONSTRUCTION

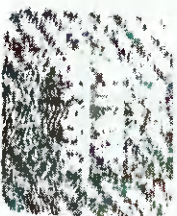
भारत सरकार

GOVT. OF INDIA

07/07/2013

Permanent Account Number

AAKFV8429J



SELF ATTESTED

[Signature]
BY ME

घोषणापत्र / शपथपत्र

मी/आम्ही खाली सही करणार मी. नोंदणी महानिरीक्षक म.रा.पुणे यांचे दिनांक ३०/११/२०१३ रोजीचे परिपत्रकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिल्कत ही फसवणुकीद्वारे अथवा दुबार विक्री होत नाही. त्याबाबत याचा आम्ही अनितेख शोध घेतलेला आहे. दस्तातील लिहून देणार /कुलमुखत्यारधारक हे खरे असून आम्ही स्वतः खात्री करून घेतलेली आहे/आहेत.

सदर नोंदणीचा दस्तऐवज निष्पादीत करताना नोंदणी प्रक्रियेनुसार आमच्या जबाबदारीने मी/आम्ही दस्तातील मिल्कतीचे मालक /वारस हक्कदार /कब्जेदार/हितसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिल्कतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारक (P.A. Holder) लिहून देणार हे हयात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तित्वात आहे व आजपावेतो रद्द झालेले नाही याची मी/आम्ही खात्री देत आहोत. तसेच सदरची मिल्कत शासन मालकीची नाही व मिल्कतीत इतर हक्क, कर्ज, बँक बोजे, विकसन बोजे, शासन बोजे व कुलमुखत्यारधारकानी केलेले व्यवहाराच्या अधीन राहून आमचा आर्थिक व्यवहार पूर्ण करून साक्षीदार समक्ष निष्पादीत केलेला आहे.

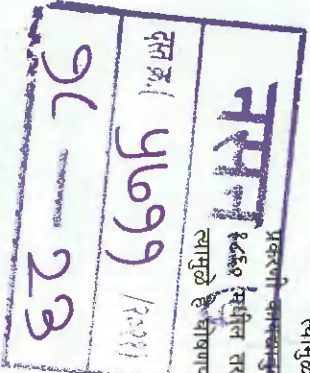
सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निष्पादीत व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकूम, कोर्ट दावा या कायदेशीर बाबींसाठी दस्त निष्पादक व कटुतीधारक हे संपूर्णपणे जबाबदार राहतील.

या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेली पुरक कागदपत्रे ही खरी आहेत व मिल्कतीच्या हस्तांतरणाबाबत कोणत्याही संक्षम अधिकारी /मा.न्यायालय /मा.उच्च न्यायालय यांचा मनाई हुकूम नाही. तसेच महाराष्ट्र नोंदणी नियम १९६१ चे नियम ४४ नुसार बाधित होत नाही याची मी/आम्ही खात्री देत आहोत.

नोंदणी नियम १९६१ चे नियम ४४ व वेळोवेळी मा. न्यायालयाचे /मा.उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजांमधील मिल्कतीचे मालक/कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजाची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही याची आम्हास पुर्णपणे जाणीव आहे.

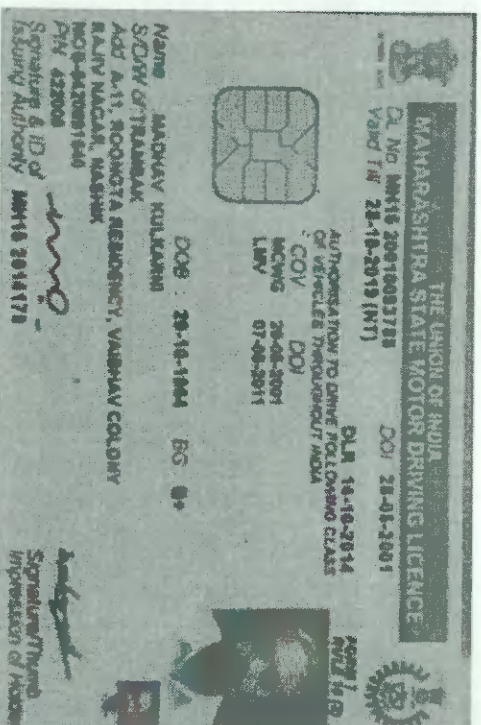
स्थावर मिल्कतीविषयी सध्या होत असलेली फसवणूक/बनावटीकरण /संगनमत व त्या अनुषंगाने पोलीस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या /आमचे दस्तऐवजातील मिल्कतीविषयी होऊ नयेत म्हणून आम्ही दक्षता घेतलेली आहे. नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी/आम्ही नोंदविण्यात आलेल्या व्यवहारास कायद्यानुसार सुद्रांक शुल्क किंवा नोंदणी फी कमी लाविली/बुडविली गेली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशिर प्रश्न उद्भवल्यास त्यास मी/आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार राहणार आहोत याची आम्हांला पूर्ण करण्यात आहे.

त्यामुळे मी/आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात सदर प्रकरण कायद्यानुसार कोणताही गुन्हा घडल्यास मी/आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहिता त्यामुळे हे घोषणापत्र शपथपत्र द्यावाचे म्हणून जोडत आहोत.



लिहून देणार

लिहून देणार



SELF ATTESTED
BY ME



महाराष्ट्र शासन
गाव नमुना सात
अधिकार अभिलेख पत्रक
[महाराष्ट्र जमीन महसुल अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३.५.६ आणि ७]
गाव :- वडला
तालुका :- नाशिक
जिल्हा :- नाशिक

भूमापन क्रमांक व उपविभाग १०३/१४/जिल्हा/१०		भूधारणा पद्धती भोगवटदार वर्ग -१				
शेताचे स्थानीक नाव	भोगवटदाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र.	खते क्रमांक
क्षेत्र एकक	आर.चौ.मी	०.३८.५०	(१६६५६)		३००, ८१३५	
दिन शेती	३.३८.८३				कुळाचे नाव	
दिन शेती आकारणी	१४८.९५	३.१०.३३	१६२.६३	(१६६५६)	इतर अधिकार	
जिरायत	-				इतर	
बानायत	-				दिनशेती आदेश क्र.मह/कस/२/४/वि शे प क्र	
तरी	-				/४०४/२०११ दि. २७/५/२०१२ मध्ये नमूद केलेली	
वरकस	-				घात क्र. १ रद्द करण्यात येत आहे. (१२८३४)	
इतर	-				इतर	
एकुण क्षेत्र	-				रस्ता रुंदीकरण क्षेत्र -२८.५० चौ.मी (१६६५६)	
पोट-खराब (लागवडीस						
अयोग्य	-					
वर्ग (अ)	-					
वर्ग (ब)	-					
एकुण पो ख	०.००.००					
आकारणी	०.००					
जुळी किंवा विशेष	-					
आकारणी	-					

नसमन-७
दस्तावेज ५७७१ १२०११
१६-२३



जुने फेरफार क्र (१११०९१,१२८८६६,१५१३२),१६६५६

सीमा आणि भूमापन विचे



हा ७/१२ ऑगस्ट दि.०६/१२/२०१२ ३:५४:३४ PM रोजी डिजिटल स्वाक्षरी केला असल्यामुळे स्वाक्षरी सही-सिद्धताची आवश्यकता नाही.
७/१२ ऑगस्ट व रविव दि. : ०८/०७/२०२१ : ११:१७:२२ PM. वैधता महत्वाचीसाठी link: https://abhishek.digitalsignatures.gov.in/दर्श / या संकेत स्थळावर जाऊन 201110000114922 हा क्रमांक वापरावा.



SELF ATTESTED

BY ME



No. 26918

(पूर्व/अध्यायः)

जावक क्र./नमिब/४४२६९८२०२९
दिनांक: ०६/०७/२०२९ ✓

श्री/श्रीमती जे. रूद्राक्षी कठरु. शाहीमरी संस्था नॉक ब्रागी. डी. जयचिन्मजी.
प्रकरणचे विभाग व पता : आर्यभट्टा विद्या च इन्द्राक्ष
रिसोलेख कारववा स्वामो, द्वीवकाक्षी, इंदिरा नवा, नासिक

संदर्भ : आपला दिनांक २६/०६/२०१८चा अर्ज क्रमांक जे०४४८८८ की १३३५।२०१८

दाखला देण्यात येतो की, वडाका
 शिवापतील/सि.स.नं., स.नं. १०७११७ क

प्लॉट नं. १० अं. भू. क्र. — मधील इमारतीच्या नक्का पाकिस्तानच्या अजारे
मजल्याचे इकडील वांघकाम परवानगी क्र. ३०४ / ४५ / ५०३ दिनांक २८ / ०५ / २०१५ अन्वये
दियाप्रमाणे आर्किटेक्ट/बॅंकिंग/सुप्रकाश, श्री. विठ्ठलकाजी धार्दिक रजिस्ट्रेशन क्र. २२३१/५७११२
यांचे निरीक्षणखाली पूर्ण झाली असून निवासी/विक्रयतेर/शेखमीक/ विजयाक्षी कारणासाठी खालील अटी
शर्तीस अधिन राहून इमारतीचा वापर करणेस परवानगी देण्यात येत आहे.

- | | | | | | |
|--|--------|--------|-----------------------|----------|------------------------|
| १) एकुण बांधकाम क्षेत्र | ६०७.०८ | चौ.मी. | या पैकी निवासी ६०७.०८ | निवासेतर | — |
| २) एकुण चढाई क्षेत्र | ५८८.५४ | चौ.मी. | या पैकी निवासी ५८८.५४ | निवासेतर | — |
| १) सदर झगातीचा वापर निर्वासी/निवासेतर/शैक्षणिक/ <u>नविचास</u> | | | | | कारणाकरिताच करता येईल. |
| २) सदर झगातीत म.न.पा.च्या पूर्व परवानगी शिवाय वापरापध्ये व बांधकामामध्ये कोणताही बदल करता येणार नाही, परस्पर वापरात व बांधकामात बदल केल्याचे आढळून आल्यास नियमांतील तरतुदीनुसार कडक कारवाई करण्यात येईल. | | | | | |
| ३) व्हॅकंट प्लॉट / घराण्ही इंडेक्स नं. ४३२११०८० | | | | | |

- [illegible]

2

५७७

20-23



[Handwritten signature]

150

SCALE : 1 : 300

SCALE : 1 : 300

[illegible]

Q	SIZE	DESCRIPTION
10	0.90 X 2.10	FLUSH DOOR
12	0.90 X 2.10	FLUSH DOOR
12	0.75 X 2.10	FLUSH DOOR
W	1.50 X 1.20	ROLLING SHUTTER
W	1.20 X 1.20	M.S. WINDOW
V	0.60 X 0.75	M.S. VENTILATION



APPROVED

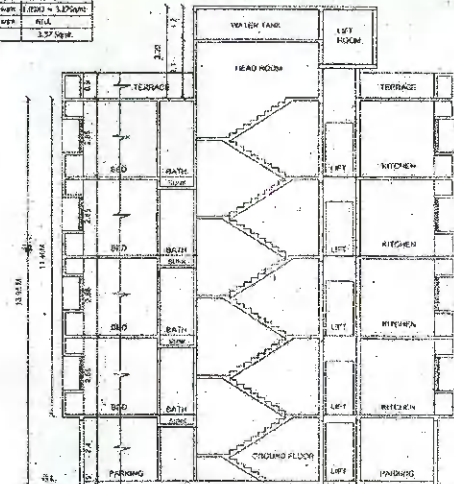
The Plans are made in _____
As per the conditions mentioned in
the accompanying commencement
Certificate No. _____ dated _____
21/12/2013

Executive Engineer
TOWN PLANNING
Nashik Municipal Corporation
Nashik

BALCONY STATEMENT			
	ALLOWED	PROPOSED	EXCESS
1ST TO 4TH FLOOR	11.75 sqm	12.88 sqm	1.1303 or 3.29sqm
FOURTH FLOOR	10.25 sqm	10.25 sqm	Nil.
TOTAL EXCESS 4TH FLOOR			3.29 Sqm.

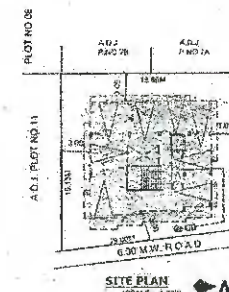


FRONT ELEVATION
SCALE: 1" = 1'-0"

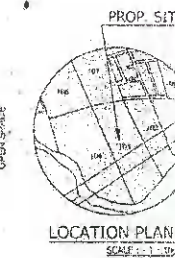


SECTION AT A-A

PARKING AREA STATEMENT				
	ALLOWED		PROPOSED	
	4 WHEELER	2 WHEELER	4 WHEELER	2 WHEELER
FOR PLOT	02	04	02	04
NO. OF TENAMENTS	06	12	06	12
12				
TOTAL	08	16	08	16



SITE PLAN



LOCATION PLAN
SCALE: 1" = 30'

TDR STATEMENT	
TDR NAME	05 ZONE
CERTIFICATE NO	003 DT
PLOT AREA	355.83
TDR ALLO. 40%	155.83
TOTAL ALLO AREA	474.36
PROP. TDR	135.00
TOTAL PROP AREA	673.83

PROFORMA -		53
1. AREA STATEMENT		
1.1 AREA OF THE PLOT		35.40
2. DISCUSSION FOR		
a) BOUNDARY ADJACENT AREA		
1) PROTECTED AREA		
2) OPEN SPACES		
TOTAL $(A+B+C+D)$		
5) UNIT GROUND AREA OF PLOT (1.1)		78.70
4. CALCULATIONS FOR		
a) RECONSTRUCTION GROUND AREA PER PLOT		
1) PERMITTED GROUND AREA		
2) TOTAL FLOOR AREA		238.03
3) GROUND FLOOR FLOOR AREA		134.66
b) KNOW OF SET BACK AREA		
1) TOTAL AREA $(5+8)$		472.80
3) TOTAL FLOOR PERMISSIBLE		706.12
4) EXISTING TOTAL FLOOR AREA $(17+5)$		70.12
c) EXISTING FLOOR AREA		
1) PROPOSED AREA		462.14
2) $(4+5+6+7)$ GROUND AREA TAKER IN TOTAL FLOOR AREA		3.37
d) CALCULATIONS FOR FIRM C.C. BELOW		
1) TOTAL BUILT AREA PERMITTED $(17+5)$		70.12
2) TOTAL BUILT OF AREA COVERAGE $(17+7)$		49.68
5. BALCONY AREA STATEMENT		
a) PERMISSIBLE BALCONY AREA PER FLOOR		
1) PERMISSIBLE BALCONY AREA PER FLOOR		46.16 (100%)
b) EXCESS BALCONY AREA PER FLOOR		
c) BALCONY AREA STATEMENT		
1) NET AREA OF THE PLOT BUILT UP AREA		
2) $(1+2+3+4+5+6+7+8+9+10)$ TOTAL OF BALCONY AREA SHAP C.C		45.64
b) BALCONY PERMISSIBLE 20.17%		
c) BALCONY PERMISSIBLE		

1. AUTHORITY OF THE LAND SEIZURE IN THE CASE OF
2. THE MOVED WORK SHOWN IN RED
3. CHANGE THE LINE AND THE LOCATION OF THE
4. (CONCRETE CURBROAD SHALL BE DOTTED) (R
5. CERTIFICATE OF THE AREA
6. CONSIDER THAT THE PLOT UNDER REPREHENSIVE WAS CLARIFIED BY ME (R
7. THE IMPOSITIONS OF SIDES ETC. OF PLOT STATED ON PLAN
8. ARE MEASURED ON SITE AND THE AREA STATED IN THE
9. DOCUMENT OF CONVERSION IS FACT

100-443886-100

15. 15.

SIGN OF OTHER: SIGN OF STRUCTURAL ENGR. SIGN OF ENGR/ARCH
LIC. NO. 49 VANU DEC 2016 LIC. NO. 102 VANU DEC 2016

THE P.O. BOX BUILDING PLAN ON PAGES 10 AND 11 IS
AT AVIATION SHIPWAY OF NASHIC
SEE VALUABLE CONSTRUCTION PARTNERSHIP FIRM

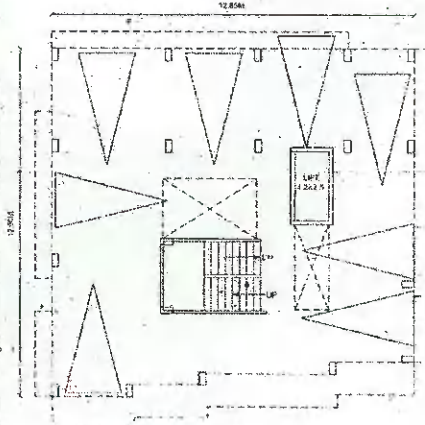
CONSULTING ENGINEERS
BUILDING PLANNERS

STRUCTURAL DESIGNERS
REGO, VALERIO & ASSOCIATES
PROJECT MANAGEMENT CONSULTANTS
S/N. PUSHPAK APT. 3RD FLOOR, PARK

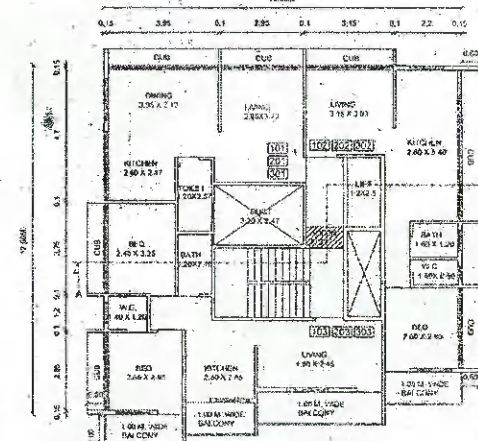
DESIGN'S ADPACIFIC GROUP, INC. 1000
PH: OFF. 571-6127/215146 FRES. 1571-25-250772
#6 11-86 1 JANUARY 87 1000/US-44

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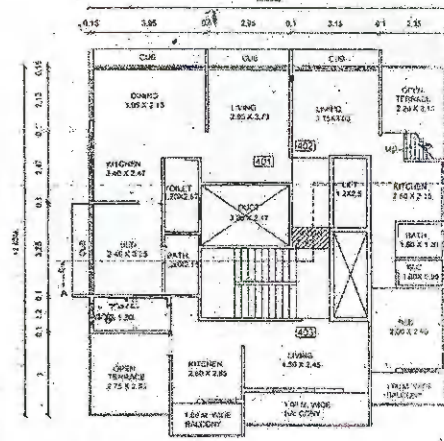
५७९९ १७७१
२९ — २३



GROUND FLOOR PLAN



FIRST, SECOND & THIRD FLOOR PLAN



FOURTH FLOOR PLAN

539/5711
सोमवार, 12 जुलै 2021 3:20 म.नं.

दस्त गोषवारा भाग-1

नसन 7 22-23
दस्त क्रमांक: 5711/2021

दस्त क्रमांक: नसन 7 /5711/2021

बाजार मुल्य: रु. 01/-

मोबदला: रु. 01/-

भरलेले मुद्रांक शुल्क: रु. 100/-

हु. नि. सह. हु. नि. नसन 7 यांचे कार्यालयात
अ. क्र. 5711 वर दि. 12-07-2021
रोजी 3:17 म.नं. बा. हजर केला.

पावती: 6137

पावती दिनांक: 12/07/2021

सादरकरणाराचे नाव: वैदही कन्स्ट्रक्शन तर्फे भागीदार जयदिप
गोपालभाई बाणुगारिया - -

नोंदणी फी

रु. 100.00

दस्त हानाळणी फी

रु. 460.00

पृष्ठांची संख्या: 23

दस्त हजर करणाऱ्याची सही:

एकुण: 560.00

सह. दुय्यम निबंधक वर्ग-२

सह. दुय्यम निबंधक वर्ग-२

नाशिक-७
दस्ताचा प्रकार: बांधणीपत्र

नाशिक-७.

मुद्रांक शुल्क: प्रतिजालेख

शिक्षा क्र. 1 12/07/2021 03:17:36 PM ची वेळ: सादरकर्त्याने

शिक्षा क्र. 2 12/07/2021 03:18:28 PM ची वेळ: सादरकर्त्याने



दस्त गोपवारा भाग-2

नसमन 23 - 23
दस्त क्रमांक: 5711/2021

12/07/2021 3 24:00 PM

दस्त क्रमांक : नसमन 7/5711/2021
दस्तावाचा प्रकार : घोषणापत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाम: वैरही कस्तूरशेखन तर्क भागीदार जयद्विप गोपालभाई बाणुगारिया पत्ता: ब्लॉक नं. - , माळा नं. - , इमारतीचे नाव: महाविर एन्वेल्यू अपाटमेंट, वासमनगर नासिक, ब्लॉक नं. - , रोड नं. - , महाराष्ट्र, णासू: ई.क. पिन नंबर:	विहीन देशार वय :- 30 स्वाक्षरी:-		

वरील दस्तऐवज कल देणार तत्वाकधीत घोषणापत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्षा क्र. 3 बी वेळ: 12 / 07 / 2021 03 : 20 : 56 PM

ओळख:-

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

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: मोक्षव न्यंबक कुलकर्णी - -
वय: 57पत्ता: ए-11 कंठा रेलीहेन्सी राजीवनगर नासिक
पिन कोड: 422009

स्वाक्षरी



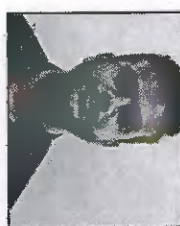
छायाचित्र



अंगठ्याचा ठसा

2 नाव: निकुंजकुमार दिनेशभाई बाणुगरीया - -
वय: 25पत्ता: नाशिक
पिन कोड: 422002

स्वाक्षरी



शिक्षा क्र. 4 बी वेळ: 12 / 07 / 2021 03 : 22 : 24 PM

सह. दुय्यम निबंधक वर्ग-२

नासिक-७.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	VAIDEHI CONSTRUCTION	eChallan	02300042021071135468	MH003480238202122E	100.00	SD	0001640671202122	12/07/2021
2		DHC		1107202100266	460	RF	1107202100266D	12/07/2021
3	VAIDEHI CONSTRUCTION	eChallan		MH003480238202122E	100	RF	0001640671202122	12/07/2021

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5711/2021

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पुस्तक क्रमांक 9, क्रमांक 9699
दिनांक 92 माहे 06 सन 2029
वर नोंदला.

सह. दुय्यम निबंधक वर्ग-२
नासिक-७.