

पावती

Original/Duplicate

Monday, June 11, 2018

नॉदणी क्रं. :39म

Regn.:39M

पावती क्र.: 8945 दिनांक: 11/06/2018

साक्षात् साक्षात् साक्षात्

दस्तावेजाचा अनुक्रमांक: मसन-1-4842-2018

दस्तऐवजाचा प्रकार : डिजिटलरेशन

सादर करणाऱ्याचे नाव: श्री विकास जेमिनी यांचे वि मु म्हणून श्री अनिल कुमार - -

नोदणहि पति

₹. 108.00

दस्त हाताळणी की

₹. 1120.00

पृष्ठांची संख्या: 56.

एकूणः

₹. 1220.00

आपणास मूळ दस्त: थ्रुजेल प्रिंट सूची-२ अंदाजे
1:25 PM ह्या वेळेस मिळेल.

सह. दु. व. वि. नि. चक. सम-२

बालवर्गः मुख्यः रु. 1/-

मोबिलिटी रु.0/-

भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 1120/-

Received Original Document
Date

12 JUN 2018



महाराष्ट्र MAHARASHTRA
क. अं. नं. 9340 दि. 6 JUN 2018
श्रीमती/श्री. विकारज के मिनी
नृत्तिक वपजीत नर न लीफिज
द वशम के शरीर रिप्लेनशन

SS 996655

TREASURY OFFICE NASHIK

24 APR 2018

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प्र. क. कोर्ड
स्टेपेंडर, नाशिक कचेरी,
मु. वि. प. क्र. ४४/९४

नसन-१
दस्तक्र. (४८८२/२०१८)
१ - ५५



SHRI

DECLARATION OF APARTMENT

THIS DECLARATION OF APARTMENT is made
and executed at Nashik on this 11th day of June,
2018.

...2/-

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मायसलयाये नात्र ७

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प्रवर्णना प्रेमिका



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श्रीमती — ५

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(मुद्रांक विभाग)

॥ अथ वृत्तान्तः ॥

मुद्रांकपत्र
व एस.
दुरध्वन
तपासले आ

सह. पु. वि. अधिकार-२
आशिक-१

मुद्रांक विनिर्देशाचे नांव : _____

पावती क्रमांक _____

श्री. / श्रीमती _____

राहणार _____

श्री. / श्रीमती _____

राहणार _____

मुद्रांक विनिर्देशाचे नांव : _____

पावती क्रमांक _____

श्री. / श्रीमती _____

राहणार _____

श्री. / श्रीमती _____

राहणार _____

राजि. मधील अ.क्र.	पुढाव्याचा अनुक्रमांक व पुढाव्याचा तपशिल	संख्या	निमित्त स्वधर्म
१३२०	१०० ४९	९	१००१

(मुद्रांक विभागाचे धोरणानुसारची सही) (मुद्रांक विभागाचे धोरणानुसारची सही)

टिप : एका व्यवहारासाठी रु. १५,०००/- पेक्षा जास्त किंमतीचे लागू असलेले मुद्रांक शुल्क कोषागार कार्यालयातून घ्यावेत.

नसुन - १
दस्तावेज (४८६३) १४०९८
० — ५६



Mr. Vikas Gemini S/O. S.D. Sharma, Age 45
Years, Occupation : Service and Business, Resident
of Flat No. 72, D.D.A. Flat, New Ranjit Nagar, New
Delhi-8 Hereinafter referred to as the GRANTOR
(which expression shall, unless repugnant to the con-
text mean and include his heirs, executors, adminis-
trators and assigns) of the First Part;

FIRST :

That the Grantor is the owner of well seized and possessed and otherwise entitle to all that piece and parcel of land bearing Plot No. 24 out of Survey No. 295/4/24, admeasuring 250.00 Sq.Meters. The said property bearing City Survey No. 6151 admeasuring 256.2 Sq.Meters and Plot No. 25 out of Survey No. 295/4/25, admeasuring 250.00 Sq.Meters. The said property bearing City Survey No. 6150 admeasuring 256.2 Sq.Meters, situated at Village Pathardi, Taluka and District Nashik, within the limits of Nashik Municipal Corporation and bounded as follows :-

<u>Plot No. 24</u>	<u>As per Layout</u>	<u>As Per CTS</u>
On or towards East by	S.No. 315	CTS No. 6153
On or towards West by	Colony Road	Colony Road
On or towards South by	Plot No. 25	CTS No. 6150
On or towards North by	Plot No. 23	CTS No. 6152

<u>Plot No. 25</u>	<u>As per Layout</u>	<u>As Per CTS</u>
On or towards East by	S.No. 315	CTS No. 6153P, 6154P
On or towards West by	Colony Road	Colony Road
On or towards South by	Plot No. 26	CTS No. 6149
On or towards North by	Plot No. 24	CTS No. 6151

(hereinafter referred to as 'the said property')

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SECOND :

The said property is self acquired property of the Grantor and the name of the Grantor have been mutated in the Record of Rights. Grantor had purchased 200.00 Sq.Meters TDR from Shri Chandrakant Sakharan Datir and others on 20/08/2014 the said sale deed registered in the office of the Joint Sub Registrar Class-II Nashik-5 on 20/08/2014 at Sr.No. 6590. The Nashik Municipal Corporation had transferred the said TDR on the above said property. The said property is acquired by the Grantor as his self acquired property and as such he is competent to develop the same in any manner whatsoever.

The plans for the construction work were approved by the Executive Engineer (Town Planning), Nashik Municipal Corporation, Nashik under their Commencement Certificate No. LND/BP/B-5/285/3685/15 dated 21/01/2015.

THIRD :

That the Grantor had completed construction of a building known as 'GEMINI HEIGHTS-2 APARTMENTS' (hereinafter referred to as the 'SAID BUILDING') on the said property as per the sanctioned building plan. The Completion Certificate of the said property is issued by the Executive Engineer (Town Planning), Nashik Municipal Corporation under their Letter No. नस/बी-5/22477/3222 dated 04/06/2018.

FOURTH :

That the said building consists 16 Residential Flats/Units/Apartments. All Flats/Units/Apartments are capable of individual utilisation on account of having their own access to the common areas and facilities of the building, each apartment unit shall be sold out to the respective Purchaser or owner independently or all units shall be sold in the name of all respective apartment unit owners by single Sale-Deed. Each owner obtains a particular exclusive property thereof and each such apartment consisting heritable and transferable immovable property within the meaning of the common law for the time being in force in the

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दस्तावेज क्र. (४४५२/२०९६)
५ - ५



State and also undivided interest in general and restrictive common areas and facilities of the building as listed hereinbelow in this deed necessary for their adequate use and enjoyment and hereinafter referred to as general and/or restricted common areas and facilities all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

FIFTH :

That the condominium shall be known as "**GEMINI HEIGHTS-2 APARTMENTS**" and that the apartment and common areas and facilities of the building will be as follows :

APARTMENT UNITS :

On Still Floor there are 4 Residential Flats bearing Numbers 1, 2, 3 & 4

On Still First Floor there are 4 Residential Flats bearing Numbers 5, 6, 7 & 8

On Still Second Floor there are 4 Residential Flats bearing Numbers 9, 10, 11 & 12

On Still Third Floor there are 4 Residential Flats bearing Numbers 13, 14, 15 & 16

The measurements of the units include all the outside walls and one half of block partitions including bearing walls and proportionate share of Open Spaces, Staircases, Terrace, parking, etc. The principle structure of this building is RCC type frame work, Brick walls, wooden doors, and such other material as per the consent of all the apartment owners.

COMMON AREA AND FACILITIES :

1. All that piece and parcel of land described in clause first except the portion of the said land. The area of land which is not included in the restricted common area and facilities for the use and enjoyment of the apartment/unit holders of respective holders, are for common use and enjoyment of all the respective holders.

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दस्तावेज (१८८२)	१९९६
६	५६



2. The staircase column leading unto Ground Floor and terrace above third floor and overhead tank on terrace.
3. Staircase leading unto terrace of the building.
4. Foundation and main walls.
5. Drainage, water lines and common electrical connection as also the meters, including common meters of water and light.
6. Water storage tank on the ground floor and the pump unit with connection and electric motor and the other incidental things, if any.
7. Plumbing network throughout the front side of building.
8. Sanitary network throughout the building and septic tank.
9. Marginal open space surroundings the building as per the approved building plan and as per the building regulations.

RESTRICTED AREAS AND FACILITIES

1. Partition walls common between such two apartment shall be restricted and be common between the same two units only.
2. Terrace over the building on top floor shall be for common enjoyment of all the apartment holders in that building only, while terrace abutting to respective apartments numbers on the respective floor shall be for the exclusive use and enjoyment for the owners of the apartments as described hereinabove in the apartment units.
3. The passage portion lying between common staircase and apartment units at various floors and at various stages shall be restricted for the use and enjoyment of all apartment unit holders.
4. The common staircase leading from ground floor level to top level, if any, shall be restricted common area for the enjoyment of all the unit holders.
5. The water tank shall be for common use and enjoyment of all the apartment holders.

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SIXTH :

That the right title and interest of each owner of the units in the general areas and facilities described in clause fifth as well as the proportionate share in the profits and common expenses in the said general common areas and facilities as well as the proportionate representation for voting purpose in the meeting of the Association of the Apartment unit owner in 'GEMINI HEIGHTS-2 APARTMENTS' is based on the proportionate area of each family unit of the total area of the all family units as follows :-

<u>Apartment/Unit No.</u>	<u>Voting and Ownership Percentage</u>
Flat No. 1	5.37
Flat No. 2	7.60
Flat No. 3	7.60
Flat No. 4	5.45
Flat No. 5	5.09
Flat No. 6	7.20
Flat No. 7	7.20
Flat No. 8	5.17
Flat No. 9	5.09
Flat No. 10	7.20
Flat No. 11	7.20
Flat No. 12	5.17
Flat No. 13	5.09
Flat No. 14	7.20
Flat No. 15	7.20
Flat No. 16	5.17
Total ...	100.00

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

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

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<u>Apartment/ Unit No.</u>	<u>Name of the Owner</u>	<u>Carpet area in Sq. Meters</u>
Flat No. 1	Unsold	46.22
Flat No. 2	Unsold	65.47
Flat No. 3	Unsold	65.47
Flat No. 4	Naveen Kathuria Bhawna Kathuria	47.00
Flat No. 5	Unsold	43.75
Flat No. 6	Unsold	62.01
Flat No. 7	Unsold	62.01
Flat No. 8	Unsold	44.51
Flat No. 9	Unsold	43.75
Flat No. 10	Unsold	62.01
Flat No. 11	Unsold	62.01
Flat No. 12	Unsold	44.51
Flat No. 13	Unsold	43.75
Flat No. 14	Unsold	62.01
Flat No. 15	Unsold	62.01
Flat No. 16	Unsold	44.51

SEVENTH :

That the administration of 'GEMINI HEIGHTS-2 APARTMENTS' consisting as above of the building and parcel of land described in clauses first and fifth of this deed shall be in accordance with the provisions of this deed and that provisions of the bye-laws which are made in part of this deed and are attached hereto as Exh.A.

EIGHTH :

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

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पृष्ठ १/ १८४२-१२०९८

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NINTH :

That for the purpose of stamp duty and registration fees to be imposed on the registration of this deed in the Registrar of Declaration of Deeds of Apartment w/s 35.

TENTH :

That so long as grantors own one or more of Apartment units, grantors shall be subject to the provisions of this deed the Exh.A attached hereto, and the grantors covenant to take any action which shall adversely affect the rights of the Association against the latest defects in the building or other rights assigned to the Association on by reason of establishment of 'GEMINI HEIGHTS-2 APARTMENTS'.

ELEVENTH :

That the percentage of the undivided interest, general and restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the Apartment units holders expressed in the amendment to this Deed, duly registered. The land wherein the building of 'GEMINI HEIGHTS-2 APARTMENTS' is standing shall be owned by all apartment owners. And that such apartment units owners shall have undivided share in the plot proportionate to their percentage representation in 'GEMINI HEIGHTS-2 APARTMENTS'.

TWELFTH :

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

THIRTEENTH :

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

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सू.क्र. (४८४२)	१२०९६
१०-	५५



FOURTEENTH :

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

FIFTEENTH :

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

SIXTEENTH :

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

SEVENTEENTH :

That all the present or future owners, future tenants of any other person that might use the facilities of the building in any manner, are subject to the provisions of this declaration and that the mere acquisition or rental of any of the apartment in the building of more act of occupancy of any of such units shall signify that the provisions of this deed are accepted and ratified. The respective apartment unit shall not be rented or given on leave and license or on care-taker basis by apartment unit owner thereof for transient or hotel purpose, which shall be defined as (a) Rental compensation or compensation for any period less than 30 days. (b) Any rental or if the occupants of the apartment unit and provided customary hotel or boarding or lodging or paying guest services other than for giving obligations, the apartment owners of the respective apartment unit shall have the absolute right to lease

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दस्तावेज क्र. (४८४२) १२०२८

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such unit or give it on leave-license or care taker basis, provided that the said lease or leave and license or care taker basis is made subject to the covenants and restriction contained in this declaration and further subject to the bye-laws in Exh.A hereto.

EIGHTEENTH :

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

NINETEENTH :

That where a apartment unit is sold by a mortgagee in exercise of his/her/their power of sale under mortgage or by a court in execution of a decree in a suit brought by mortgagee against the owner of such apartment unit, then neither the mortgagee nor the purchaser who derives title to the apartment unit at such sale, or his/her/their successors or assigns shall be liable for assessment by the Association which become due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the association of Apartment owners from filing claiming the charge for such assessment and enforce the same as provided by law and about such a charge shall be subordinate to such mortgage.

TWENTIETH :

That in a voluntary conveyance of an agreement unit, the grantees of the unit shall be jointly and severally liable with the grantors for all unpaid assessments by the Association of apartment owners against the respective share of the common expenses upto the time of the grant of conveyance without prejudice to the right of the grantee to recover from the grantors the amounts paid by the grantees therefore. However, any such transferee shall be entitled to a statement from the manager or Board of Managers of Association as the case may be setting forth the amount of the unpaid assessment against the grantors, due to the Association and such grantee shall not be liable

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able for, nor shall the apartment unit conveyed be subject to the charge for any unpaid assessments made by the Association of Apartment Owners against the grantors in excess of the amounts therein set forth.

TWENTY FIRST :

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

TWENTY SECOND :

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

TWENTY THIRD :

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

TWENTY FOURTH :

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

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दस्तावेज क्र. ८८८२/१३
१३-११-१९९८
९३-४५



TWENTY FIFTH :

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

SCHEDULE OF THE SAID PROPERTY

A) All that piece and parcel bearing Plot No. 24 out of Survey No. 295/4/24, admeasuring 250.00 Sq.Meters. The said property bearing City Survey No. 6151 admeasuring 256.2 Sq.Meters, situated at Village Pathardi, Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Maharashtra State, India, bounded as follows :-

	<u>As per Layout</u>	<u>As Per CTS</u>
On or towards East by	S.No. 315	CTS No. 6153
On or towards West by	Colony Road	Colony Road
On or towards South by	Plot No. 25	CTS No. 6150
On or towards North by	Plot No. 23	CTS No. 6152

B) All that piece and parcel bearing Plot No. 25 out of Survey No. 295/4/25, admeasuring 250.00 Sq.Meters. The said property bearing City Survey No. 6150 admeasuring 256.2 Sq.Meters, situated at Village Pathardi, Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Maharashtra State, India, bounded as follows :-

	<u>As per Layout</u>	<u>As Per CTS</u>
On or towards East by	S.No. 315	CTS No. 6153P, 6154P
On or towards West by	Colony Road	Colony Road
On or towards South by	Plot No. 26	CTS No. 6149
On or towards North by	Plot No. 24	CTS No. 6151

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दस्तावेज क्र. १४ ४८४२

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

SIGNED, SEALED AND
DELIVERED BY THE
WITHIN NAMED GRANTOR
Mr. Vikas Gemini
S/O. S.D. Sharma


* V. Gemini
(Signature)



IN THE PRESENCE OF :

1. Manish
2. nil

मसना-१	
दस्तावेज क्र. (8082) 170%	
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EXHIBIT 'A'

**BYE-LAWS OF 'GEMINI HEIGHTS-2
APARTMENTS CONDOMINIUM'**

CHAPTER - I

1. SHORT TITLE AND APPLICATION :

a] These bye-laws may be called the bye-laws of the '**GEMINI HEIGHTS-2 APARTMENTS CONDOMINIUM**'

b] The provisions of these bye-laws apply to the '**GEMINI HEIGHTS-2 APARTMENTS CONDOMINIUM**', all the present and future owners, tenements and their employees or any other persons that might use the facilities of the building in any manner are subject to the regulations forth in the bye-laws. The mere acquisition of rental or taking on license or any of the units (hereinafter referred to as "UNITS") of the building or mere act of occupancy of any of the said units will signify that these bye-laws are accepted, ratified and will be complied with.

2. DEFINITIONS :

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

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

b] Association means '**ASSOCIATION OF ALL THE APARTMENT OWNERS**' in the building '**GEMINI HEIGHTS-2 APARTMENTS CONDOMINIUM**' constituted by such owners for the purpose of the '**GEMINI HEIGHTS-2 APARTMENTS CONDOMINIUM**'.

c] Board means '**A BOARD OF MANAGERS**', consisting of five persons, all of whom shall be owners of Apartment in '**GEMINI HEIGHTS-2 APARTMENTS CONDOMINIUM**'.

d] Building/s means '**THE BUILDING/S LOCATED**

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२ : १८



AT Plot No. 24 out of Survey No. 295/4/24, admeasuring 250.00 Sq.Meters. The said property bearing City Survey No. 6151 admeasuring 256.2 Sq.Meters and Plot No. 25 out of Survey No. 295/4/25, admeasuring 250.00 Sq.Meters. The said property bearing City Survey No. 6150 admeasuring 256.2 Sq.Meters, situated at Village Pathardi, Taluka and District Nashik, within the limits of Nashik Municipal Corporation '**GEMINI HEIGHTS-2 APARTMENTS CONDOMINIUM**' includes the land forming part thereof.

e] Declaration means '**THE DECLARATION**' which the sole owner of the building of all the owners of the building have executed and registered as provided in Section 2.

f] Majority of Owners means these owners holding 51% of the votes in accordance with the percentage assigned in the Declaration.

g] OWNER OF APARTMENT means the persons owing apartment in '**GEMINI HEIGHTS-2 APARTMENTS CONDOMINIUM**'.

h] Section means a section of the Act.

i] UNIT means a unit in '**GEMINI HEIGHTS-2 APARTMENTS CONDOMINIUM**'.

j] REGISTRAR means the Registrar of Co-Operative Societies.

3. The building located at Makhmalabad, Taluka and District Nashik above mentioned Survey Number & Plot Number known as '**GEMINI HEIGHTS-2 APARTMENTS CONDOMINIUM**' is submitted to the provisions of the Act.

4. **OBJECTS OF THE ASSOCIATION :**

The objects of the Association shall be :-

a] To be and to act as the Association of Apartment.