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East : Flat No. 303

West : Marginal Space

South : Marginal Space

North : Flat No. 301

Unsold

RESIDENTIAL APARTMENT FLAT NO. 401 :-

It is a Residential unit on Forth floor having Carpet area 54.78 Sq.mtrs + Balcony 13.9 Sq.mtrs total admeasuring 68.68 Sq. Mtrs.

Carpet Bounded as under -

On or towards :-

East : Flat No. 402

West : Marginal Space

South : Flat No. 404

North : Marginal Space

Unsold

RESIDENTIAL APARTMENT FLAT NO. 402 :-

It is a Residential unit on Forth floor having Carpet area 59.06 Sq.mtrs + Balcony 6.07 Sq.mtrs total admeasuring 65.13 Sq. Mtrs.

Carpet with open terrace attached to flat No. 402 Bounded as under -

On or towards :-

East : Marginal Space

West : Flat No. 401

South : Flat No. 403

North : Marginal Space

Unsold

RESIDENTIAL APARTMENT FLAT NO. 403 :-

It is a Residential unit on Forth floor having Carpet area 56.35 Sq.mtrs + Balcony 6.10 Sq.mtrs total admeasuring 62.45 Sq. Mtrs.

Carpet with open terrace attached to flat No. 403 Bounded as under -

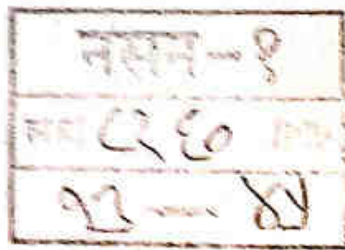
On or towards :-

East : Marginal Space

West : Flat No. 404

South : Marginal Space

North : Flat No. 402



Unsold

RESIDENTIAL APARTMENT FLAT NO. 404 :-

It is a Residential unit on Forth floor having Carpet area Sq.mtrs + Balcony 13.9 Sq.mtrs total admeasuring 65.03 Sq.mtrs

Carpet Bounded as under -

On or towards :-

East : Flat No. 403

West : Marginal Space

South : Marginal Space

North : Flat No. 401

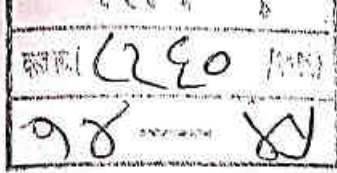
Unsold

Each Apartment/family units holders have independent entrance and exit to their Apartment/unit and also exit to common area and facility of the building. Each apartment owner/purchase will get the rights with respect to the said property as per their agreement and also the rights mentioned in this deed along with the proportionate share in the land. The family unit holders will also get undivided interest in the general and restricted common areas and facilities in the common areas listed in this deed for their enjoyment and herein after referred to General and Restricted area and facilities, all of the above in accordance with Maharashtra Apartment Ownership Act 1970.

That the common passage of the buildings shall be used by the residential family units holders in common. None of the occupiers is entitled to use part of passage for individual use as shoe case, rack, safety door, decorative door or storage rack/place. None of the occupier shall erect additional construction on open terraces nor shall encroach common passage for causing decoration of exterior of flat, nor shall put aids for hanging cloths in common areas and/or exterior side. The parking is allotted to all the owners.

That the shops units shall not be used for Liquor shop/permit room/ wine shop/ slaughter house/ selling of raw meat fish etc. Fabrication shop, Garage, flour mill etc.

Marginal space, open spaces, staircase, Varhandas, corridor, will be the common property of all the family units holders.



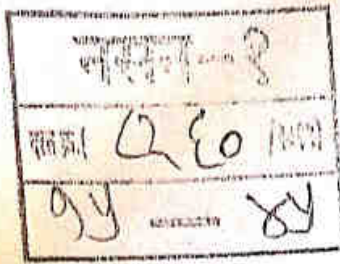
That each of the unit holder in the building has voting right and land ratio in the percentage as specifically shown in Annexure-A

common areas and facilities :-

1. All that piece and parcel of the land described in clause first above.
2. The stairways referred to in this deed as shown on the plan, which leads from the ground floor to the roof of the building. Left in building.
3. Water Tank located on the roof of the building, i.e. Over tank on terrace. Corporation water tap and underground water tank in the building.
4. Foundation and main walls, columns, girder, beams and roofs of building as described on the plan.
5. Drainage, water lines and electrical connection as also the common meters, including connections and electric motors and the other incidental things, if any.
6. Water storage tank on the Ground Floor and the pump unit with connections and electric motors and the other incidental things, if any. Following facilities are located throughout the :-
 - a. Plumbing network throughout the Flat.
 - b. Sanitary network throughout the Flat and septic tank.
 - c. Electric wiring network throughout the Flat.

RESTRICTED AREA

- a. The terrace adjacent to Flat No. 402 & 403 shall (as shown in the building Plan) exclusively be owned, used & occupied by the respective owners of the said Flat No. 402 & 403 & all other flat owners from the said building shall not have any kind of rights over the said Terraces



- b. Exclusive adjacent terrace, balcony, site to the flat.
- c. The parking behind shops inside building gate facing west shall be used by the residential owners only and the shop owners and their customer shall not park their vehicles within that area.
- d. The front marginal space in front of shops shall be for common use and enjoyment of the shop owners and the customer and they shall not keep or store their articles nor shall carry out permanent or temporary construction thereon so as to block the free use thereof.

SEVENTH

The building is completed in all respect and the Occupancy Certificate is obtained from Nashik Municipal Corporation Nashik Vide letter No. Nagar Rachana/C1/23913/201 dated 16.08.2019.

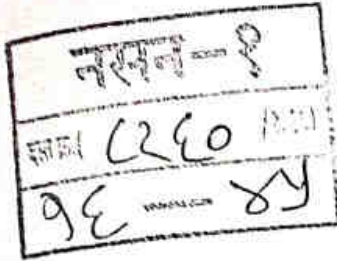
EIGHTH :-

That the right and interest of each owner of the units in the general areas and facilities described in the general areas and facilities described in clause sixth as well as the proportional share in the profits and common expenses as well as proportional representation for voting purpose in the meeting of the Association of the Apartment unit owner in "LAXMI RESIDENCY APARTMENT" Apartment condominium is based on the proportionate area. The table of the areas and the percentage of voting right is given hereunder :-

APARTMENT NO. Carpet area PERCENTAGE

COMMERCIAL

1	30.8	2.84
2	32.00	2.96
3	32.00	2.95
4	30.8	2.84
101	19.43	1.79



102	82.48	7.61
103	81.00	7.48
104	19.61	1.81
RESIDENTIAL		
201	63.33	5.84
202	60.51	5.58
203	120.94	11.16
301	63.33	5.84
302	60.51	5.58
303	62.66	5.78
304	62.05	5.73
401	68.68	6.34
402	65.13	6.01
403	62.45	5.76
404	65.03	6.01

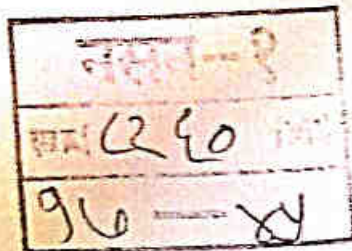
That the right, title interest and areas and facilities described in sub-paras of clause sixth is according to the percentage of voting as listed above or more particularly it is absolutely common as all or any one of all can use the said restricted common area and facilities.

That the proportionate representation in voting provided hereinabove may be limited in accordance with the provisions of the bye-laws attached hereto as Exh. B.

Apartment and the percentage of undivided interest in the restricted common areas and facilities appearing to the apartment (each apartment) are not encumbered in any manner whatsoever on the date of this Declaration.

NINETH :-

That the Administration of "LAXMI RESIDENCY APARTMENT" condominium consisting as aforesaid building and parcel of land described in the first and sixth of this declaration shall be in accordance with the provisions of this declaration and with the provisions of the bye laws which are made a part of this declaration and are attached here to as **Exhibit -B.**

**TENTH :-**

That as appear above a plan of apartment owned hereby constituted under and subject to the provisions of Maharashtra Apartment Ownership Act 1970 so that the units of the Ground and Four upper may be occupied registered as individual properties capable of independent account of each having its own exit to a restricted common area and family of the Flat, each family unit owner having an equal and particular right, title and interest over his respective unit and in addition the specified undivided interest in restricted common areas and facilities.

ELEVEN :-

That for the purposes of stamp duty and registration to be imposed on the registration of this Declaration and Deed Apartment under Sec. 35 the value of the "LAXMI RESIDENCY APARTMENT" is distributed as follows:-

Parcel of land described in clause first hereinabove valued at

TWELVE :-

That so long as grantors own one or more of Apartment grantors shall be subject to the provision of this deed and the A and B attached hereto, and the grantor covenants to take section which shall adversely affect the rights of the association against the latent defects in the building or other rights assigned the Association on by reason of establishment of "LAXMI RESIDENCY APARTMENT"

THIRTEEN:-

That the percentage of the undivided interest in the restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment to this declaration duly registered.

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FOURTEEN :-

That the undivided interest in the restricted common area and facilities shall not be separated from the family unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned of described in the conveyance or other instrument.

FIFTEEN :-

That each apartment owners shall comply with the provisions of this declaration the bye-laws decision and resolutions of the Association of Apartment owners of its representative and failure to comply with any such provisions decisions or resolutions, shall be grounds for an action to recover sums due, for damages or for injunctive relief.

SIXTEEN :-

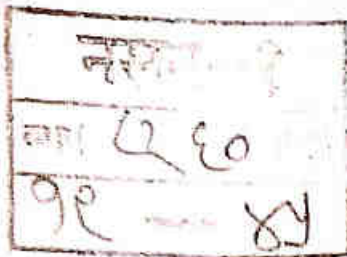
That the dedication of the property to the plan of apartment ownership herein shall not be revoked or the property removed from the plan of apartment ownership or any of the provisions herein amended unless all the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation of amendment or removal of the property from the plan by duly registered instrument.

SEVENTEEN :-

That no apartment owner of a family unit may exempt himself liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and or common areas and facilities or by the abandonment of his family unit.

EIGHTEEN :-

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 (1) charge if any on the family unit for payment of



Government or Municipal Taxes or both and (2) all sums due on a first mortgage of apartment.

NINETEEN :-

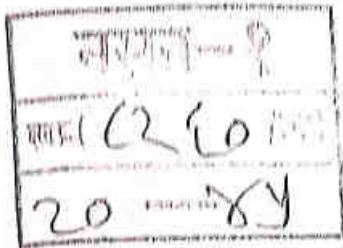
That all present or future owners, tenants, future tenants or a person that might use the facilities of the Flats in any manner subject to the provisions of this declaration and that the acquisition mere act of provisions of this declaration are accepted and ratified. The respective family unit shall not be rented or given on leave and license or care taker basis by the apartment owner thereof for transient or hotel purposes, which shall be defied as rental compensation or compensation for any period less than thirty days of (b) any rental or if the occupants of the family unit are provided customary hotel or boarding or lodging or pay guest services other than the forgoing obligations, the apartment owners of the respective family unit shall have absolute right to lease such unit or give it and leave and license or care take basis made subject to the covenants and restrictions contained in the Declaration and further subject to the bye laws in Exhibit - 1 attached hereto.

TWENTY :-

That if the property subject to the plan of apartment ownership is totally or substantially damaged or destroyed then repaid, reconstruction or disposition of the property shall be as provided by the Maharashtra Ownership Act 1970.

TWENTY ONE :-

That where a family unit is sold by a mortgagee is exercise of his powers of sale under as English Mortgage against the owner of such family unit than neither the mortgagee nor the purchaser who derives title to the family unit at such sale or his successors or assigns shall be liable for assessments 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 and



claiming charge for such assessment and enforcing same as provided by law and that such charge shall be sub-ordinate to such mortgage.

TWENTY TWO :-

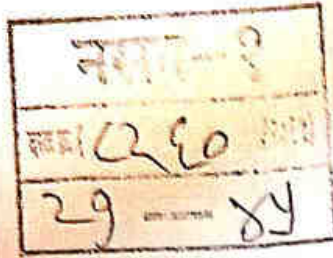
That the grantors shall be jointly liable to pay and bear the unpaid assessment and all the out goings in respect to the land below the building till the possession is delivered to the grantees. That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable for all unpaid assessment by the association of apartment owners against the representative share of the common expenses upto the time of the grant or conveyance without prejudice to the grantees right to recover from the grantor the amounts paid by the grantees thereof. However, any such grantee shall be entitled to a statement from the manager or Board of Managers of the association and such grantee shall not be liable for not shall the family unit conveyed be subject to a charge for any unpaid assessment made by the association of apartment owners against the grantor in excess of the amount therein set forth.

TWENTY THREE :-

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 and the Board of Managers will be entitled to effect such amendment to the declaration provided such amendment is registered.

TWENTY FOUR :-

The service of the notice and or summons or any type of the correspondence will be made at the address above mentioned of the persons concerned and or the addresses subsequently informed by the Apartment Owners to the Board of Managers in writing.



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TWENTY FIVE :-

That the construction of the building is already completed, construction is done by grantors and reserve the right to use common and general areas and facilities and also reserve the right to modify the plan in such a manner the common and reserve the interest of the owners of the apartment units.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND THIS AGREEMENT HEREUNTO AT NASHIK ON THE 29TH DAY OF JANUARY AND YEAR FIRST WRITTEN HEREINABOVE.

SIGNED SEALED DELIVERED

By the within named



SHRI. ARUN PUNDLIKRAO NIKAM

GRANTOR

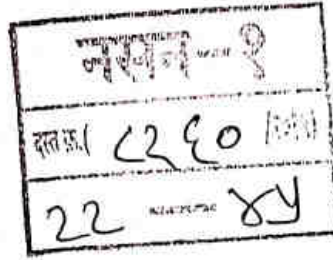
EXHIBIT - B

BYE LAWS OF "LAXMI RESIDENCY APARTMENT"

1. Short Title & Application :-

These bye laws may be called the Bye Laws of the "LAXMI RESIDENCY APARTMENT" Condominium". The provisions of these bye laws apply to the "LAXMI RESIDENCY APARTMENT" Condominium".

All present or future owners, tenants, future tenants or employees or any other persons that might use the facilities of the Flat in any manner, are subject to the regulations set forth in these bye laws.



The mere acquisition or rental or taking on license of any of the family units (Hereinafter referred to as the Units) of the Flat or mere act of occupancy of any of the said units will signify that these by 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 the association of all the apartment owners constituted by such owners for the purpose of the "LAXMI RESIDENCY APARTMENT" Condominium".
- c. "Board" means a Board of Managers consisting of 3 persons all of who shall be owners of Apartment in the "LAXMI RESIDENCY APARTMENT" Condominium.
- D. "Building " means the building located at located at Plot No.5, total admeasuring 602.06 sq.mts. out of S. No. 267/1/1/2/5, situated at Nashik, Tal. & Dist. Nashik, within the limit of Nashik Municipal Corporation and known as the "LAXMI RESIDENCY APARTMENT"
- e. condominium and includes the land forming part thereof.
- f. "Declaration" means the declaration, which the sole owners of building or all the owners of the building have executed and registered as provided in the Section 2.
- g. " Majority of Owners" means those owners holding 51 percent of the votes in the accordance with the percentages assigned in the Declaration.
- H. "Owner" or 'Apartment Owner" means the person owning an apartment in "LAXMI RESIDENCY APARTMENT"
- i. Condominium.
- j. "Section" means a section of the Act.