

395/1634

Thursday, February 10, 2022

12:11 PM

पावती

Original/Duplicate

नोंदणी क्र. : 39म

Regn. 39M

पावती क्र.: 1777 दिनांक: 10/02/2022

मावाचे नाव: नाशिक शहर

दस्तऐवजाचा अनुक्रमांक: नमन5-1634-2022

दस्तऐवजाचा प्रकार : घोषणापत्र

मादर करणाऱ्याचे नाव: माई टेक्नोपर्स नॉफे भागीदार श्री. छगनभाई पंचाणभाई पोकार

नोंदणी फी ₹. 100.00

दस्त हाताळणी फी ₹. 800.00

पृष्ठांची संख्या: 40

एकूण: ₹. 900.00

आपणाम मूळ दस्त, धबनेल प्रिंट, सूची-२ अदाजे

12:31 PM ह्या वेळेस मिळेल.

सह. दुसरा विलंबित करण-२
नाशिक-५.

वाजार मूल्य: ₹. 1/-

मोबदला ₹. 0/-

भरलेले मुद्रांक शुल्क : ₹. 100/-

1) देयकाचा प्रकार: DHC रकम: ₹. 800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0702202200762 दिनांक: 10/02/2022

विक्रेते नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: ₹. 100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012746321202122E दिनांक: 10/02/2022

विक्रेते नाव व पत्ता:

दस्तऐवज परत घेला.

सूचक निबन्धक: अरु सु.वि. अतिथि ३

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अनुसूची

Finger Ring

नाम: नाथ नाथिक शहर

(1) विनिर्देशक पत्र	सोपानपत्र
(2) योजना	0
(3) कांतागडा (आदिवासी)	1
(4) मु.माल (आदिवासी)	1
(5) अंश	1
(6) अंश	1
(7) अंश	1
(8) अंश	1
(9) अंश	1
(10) अंश	1
(11) अंश	1
(12) अंश	1
(13) अंश	1
(14) अंश	1



साह. दुयवर्ग निबंधक वर्ग-२
भाषिक-५.



नसम-५
खम ७६ ३४ / १७२१
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0702202200762	Date 07/02/2022
Received from SAI DEVELOPERS, Mobile number 9422250125, an amount of Rs. 800/-, towards Document Handling Charges for the Document to be registered(SAR/TA) in the Sub Registrar office Joint S.R. Nashik 5 of the District Nashik.	
Payment Details	
Bank Name IDPL	Date 07/02/2022
Bank CIN 10004152922020700894	REF No. 2742417982
This is computer generated receipt, hence no signature is required.	

Stamp Rs. 100/-

// SHREE //
:: DEED OF DECLARATION ::

DEED OF DECLARATION AT NASHIK on
this 07th FEBRUARY IN THE YEAR 2022, at Nashik.

(Contd. Page No. 2)



Department ID: Mobile No. 9422291078
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 નોટ: આજી નોંધક દસ્તાવેજ માટે માત્ર સબ રજિસ્ટ્રાર કચેરી માટે માત્ર માન્ય છે. અન્ય કોઈપણ અન્ય કચેરી માટે અમાન્ય છે.
 ૦૫/૦૫/૨૦૧૯

Print Date 07-02-2022 12:18:53



नस-५

सं. १९३४ / १०११

३-३६

1. MR. RAGHUVIERSINGH BACCHANSINGH NAGEE,

Age :- 45 Years Occupation :- Service

2. MR. JOGINDARKAUR RAJENDRASINGH NAGEE,

Age :- 66 Years Occupation :- Housewife

3. MR. JASBEERSINGH RAJENDRASINGH NAGEE,

Age :- 40 Years Occupation :- Service

4. MR. KAWALJIT KAUR SIMRAN SINGH FUL,

Age :- 35 Years Occupation :- Service

5. MANPREETKAUR RAJENDRSINGH NAGEE,

Age :- 33 Years Occupation :- Housewife

6. MRS. PARAMJEETKAUR KULWANTSINGH ALIES
SURINDAR KAUR

Age :- 62 Years Occupation :- Housewife

7. INDARJEETKAUR SUJITSINGH

Age :- 51 Years Occupation :- Housewife

Through their General Power of Attorney holder

SAI DEVELOPERS THROUGH PARTNER

MR. CHHAGANBHAI PANCHANBHAI POKAR,
(PAN NO. ACHFS0977M)

Age :- 53 Years, Occupation :- Business.

Residing at :- 11, Sumanvihar Appt., Punjab Colony, Behind Gurudwara,
Nashikroad, Nashik- 422101.

Hereinafter referred to AS THE GRANTOR NO. 1 (THE OWNER)
(THE VENDOR) (Which expression shall unless repugnant to the context
mean and include his/her heirs, legal representatives, executors,
administrators and assignees etc.)

AND

SAI DEVELOPERS THROUGH PARTNER

MR. CHHAGANBHAI PANCHANBHAI POKAR,
(PAN NO. ACHFS0977M)

Age :- 53 Years, Occupation :- Business.

Residing at :- 11, Sumanvihar Appt., Punjab Colony, Behind Gurudwara,
Nashikroad, Nashik- 422101.

Hereinafter referred to AS THE GRANTOR NO.2 (THE BUILDER /
DEVELOPER) (Which expression shall unless repugnant to the context
mean and include his / her heirs, legal representatives, executors,
administrators and assignees etc.)

FIRST:-

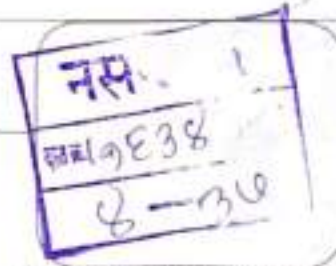
That the Grantor No.1 are the owners, well seized & possessed of &
otherwise entitled to all that piece & parcel of land situated at Village
NASHIK Shivar, Tal- Dist- Nashik bearing S. No. 427/A/B/C/27 Plot No 5
admeasuring area 474.15 Sq. Mtrs within the limits Nashik Municipal
Corporation and Sub- Registration District of Nashik bounded as under :-

ON OR TOWARDS EAST:- Plot No. 09.

ON OR TOWARDS WEST:- 6 Meter Road.

ON OR TOWARDS SOUTH:- Plot No. 16,

ON OR TOWARDS NORTH:- 6 Meter Road.



The Grantor No.1, The owner / vendor entered into Development Agreement and General Power of Attorney with Grantor No.2 builder / developer vide development agreement and general power of attorney Document No. NSN-2-5986-2015 & 5987-2015 dt. 04/08/2015 & hence grantor no. 2 developed the above mentioned property as per the terms and conditions of the Development Agreement.

AND WHEREAS MR. HARBHAJANSINGH BACCHANSINGH NAGEE died on 17/10/2019 leaving behind his legal heirs :-

1. Mr. Raghuvarsingh Bacchansingh Nagee
2. Mrs. Paramjeetkaur Kulwantsingh Surindar Kaur
3. Mrs. Indarjeetkaur Sujitsingh
4. Mrs. Jogindarkaur Rajendrasingh Nagee
5. Mr. Jasheersingh Rajendrasingh Nagee
6. Mrs. Kawaljeet Kaur Simran Singh Ful
7. Mr. Manpreetkaur Rajendrasingh Nagee

The Affidavit to the effect is attached with this documents

SECOND :-

That the Grantor No. 2 has constructed a building upon the said land at the above referred situated at **Village NASHIK Shivar, Tal- Dist- Nashik** bearing S. No. 427/A/B/C/27 Plot No 5 admeasuring area 474.15 Sq. Mtrs within described in clause first above, consisting of 14 units i.e. Flat Residential Units & 2 Shop & 1 Office Commercial Units as per the plans attached hereto at Exh 'A' the plan for the construction work were approved by the Nashik Municipal Corporation, Nashik under the Commencement Certificate No. LND/BP/A-2/2201/76, Dated :- 08-07-2016, Revised Commencement Certificate No. LND / BP / A-2 / 588, Dated :- 06-10-2017 & Revised Commencement Certificate No. LND/BP/A-4/RBP/197/2021, Dated :- 20-08-2021,

The building is known as " **SAKIRAN APARTMENT** " with it's postal address at situated at - **Nashik, Tal. & Dist- Nashik.**

The building construction work is done as per the sanctioned plans. The specifications of the units given herein below are at present final and without any alterations or amendments and to that extent, the grantors shall not use any option or discretion and they will abide by the present approved plans.

THIRD :-

That the said building is already constructed & is having the **GROUND PLUS FOUR** upper floors, having 14 Flat unit on the First + Forth floor, i.e. Residential units & Ground Floor having 2 Shops & 1 Office.

All the units are capable of individual utilization on account of having their own independent access to the common areas and facilities of the building, each apartment unit is sold out to the respective owner independently. Each owner obtains a particular exclusive property thereof and each apartment consisting heritable and transferable immovable property within the meaning of the common law for the time being in force in the state and also undivided interest in general and restrictive common areas and facilities of the building as listed hereinabove 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.



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That the said building has 896.24 sq. mtrs. Carpet floor area as per plan enclosed.

FIFTH :-

That this condominium shall be known as " **SAIKIRAN APARTMENT** " Condominium and that the Apartment and the common areas and facilities of the building will be as follows :-

APARTMENT UNITS :-

On the **GROUND PLUS FOUR** upper floors, having 14 Flat unit on the First + Fourth floor, i. e. Residential units & Ground Floor having 2 Shops & 1 Office. The Apartment Units are Residential Units are described below fully.

RESIDENTIAL UNITS :-

RESIDENTIAL APARTMENT UNIT NO. 01 (Flat No. 01) :-

It is a Residential unit on **First Floor** having **Carpet area of 64.58 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Side Margin.
ON OR TOWARDS WEST :-	Flat No. 03.
ON OR TOWARDS SOUTH:-	Staircase, Passage & Flat No. 102.
ON OR TOWARDS NORTH :-	Road & Side Margin.

RESIDENTIAL APARTMENT UNIT NO. 02 (Flat No. 02) :-

It is a Residential unit on **First Floor** having **Carpet area of 80.75 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Side Margin.
ON OR TOWARDS WEST :-	Lift & Side Margin.
ON OR TOWARDS SOUTH:-	Side Margin.
ON OR TOWARDS NORTH :-	Staircase, Passage & Flat No. 01.

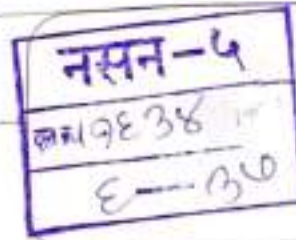
RESIDENTIAL APARTMENT UNIT NO. 03 (Flat No. 03) :-

It is a Residential unit on **First Floor** having **Carpet area of 74.15 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Staircase & Flat No. 01.
ON OR TOWARDS WEST :-	Side Margin.
ON OR TOWARDS SOUTH:-	Side Margin.
ON OR TOWARDS NORTH :-	Side Margin.



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RESIDENTIAL APARTMENT UNIT NO. 04 (Flat No. 04) :-

It is a Residential unit on **Second Floor** having **Carpet area of - 66.51 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Side Margin.
ON OR TOWARDS WEST :-	Flat No. 07.
ON OR TOWARDS SOUTH:-	Staircase & Flat No. 05.
ON OR TOWARDS NORTH :-	Side Margin.

RESIDENTIAL APARTMENT UNIT NO. 05 (Flat No. 05) :-

It is a Residential unit on **Second Floor** having **Carpet area of - 40.65 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Side Margin.
ON OR TOWARDS WEST :-	Passage.
ON OR TOWARDS SOUTH:-	Flat No. 06 & Side Margin.
ON OR TOWARDS NORTH :-	Staircase & Flat No. 04.

RESIDENTIAL APARTMENT UNIT NO. 06 (Flat No. 06) :-

It is a Residential unit on **Second Floor** having **Carpet area of - 44.41 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Flat No. 05.
ON OR TOWARDS WEST :-	Side Margin.
ON OR TOWARDS SOUTH:-	Side Margin.
ON OR TOWARDS NORTH :-	Passage & Staircase.

RESIDENTIAL APARTMENT UNIT NO. 07 (Flat No. 07) :-

It is a Residential unit on **Second Floor** having **Carpet area of - 68.14 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Staircase & Flat No. 04.
ON OR TOWARDS WEST :-	Side Margin.
ON OR TOWARDS SOUTH:-	Passage & Lift.
ON OR TOWARDS NORTH :-	Side Margin.

RESIDENTIAL APARTMENT UNIT NO. 08 (Flat No. 08) :-

It is a Residential unit on **Third Floor** having **Carpet area of - 66.51 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Side Margin.
ON OR TOWARDS WEST :-	Flat No. 11.
ON OR TOWARDS SOUTH:-	Staircase & Flat No. 09.
ON OR TOWARDS NORTH :-	Side Margin.



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RESIDENTIAL APARTMENT UNIT NO. 09 (Flat No. 09) :-

It is a Residential unit on **Third Floor** having **Carpet area of - 40.65 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Side Margin.
ON OR TOWARDS WEST :-	Passage.
ON OR TOWARDS SOUTH:-	Flat No. 10 & Side Margin.
ON OR TOWARDS NORTH :-	Staircase & Flat No. 08.

RESIDENTIAL APARTMENT UNIT NO. 10 (Flat No. 10) :-

It is a Residential unit on **Third Floor** having **Carpet area of - 44.41 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Flat No. 09.
ON OR TOWARDS WEST :-	Side Margin.
ON OR TOWARDS SOUTH:-	Side Margin.
ON OR TOWARDS NORTH :-	Passage & Staircase.

RESIDENTIAL APARTMENT UNIT NO. 11 (Flat No. 11) :-

It is a Residential unit on **Third Floor** having **Carpet area of - 68.14 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Staircase & Flat No. 08.
ON OR TOWARDS WEST :-	Side Margin.
ON OR TOWARDS SOUTH:-	Passage & Lift.
ON OR TOWARDS NORTH :-	Side Margin.

RESIDENTIAL APARTMENT UNIT NO. 12 (Flat No. 12) :-

It is a Residential unit on **Fourth Floor** having **Carpet area of 59.00 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Side Margin.
ON OR TOWARDS WEST :-	Flat No. 14.
ON OR TOWARDS SOUTH:-	Staircase & Flat No. 13.
ON OR TOWARDS NORTH :-	Side Margin.

RESIDENTIAL APARTMENT UNIT NO. 13 (Flat No. 13) :-

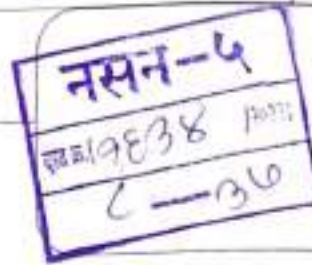
It is a Residential unit on **Fourth Floor** having **Carpet area of 85.79 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Side Margin.
ON OR TOWARDS WEST :-	Side Margin.
ON OR TOWARDS SOUTH:-	Side Margin.
ON OR TOWARDS NORTH :-	Staircase & Flat No. 12.

RESIDENTIAL APARTMENT UNIT NO. 14 (Flat No. 14) :-

It is a Residential unit on **Fourth Floor** having **Carpet area of 48.05 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Flat No. 13.
ON OR TOWARDS WEST :-	Side Margin.
ON OR TOWARDS SOUTH:-	Lift & Side Margin.
ON OR TOWARDS NORTH :-	Side Margin.



COMMERCIAL UNITS :-
COMMERCIAL APARTMENT UNIT NO. 15 (Shop No. 01) :-

It is a Residential unit on **Ground Floor** having **Carpet area** of **21.94 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Side Margin.
ON OR TOWARDS WEST :-	Shop No. 02.
ON OR TOWARDS SOUTH:-	Office & Parking.
ON OR TOWARDS NORTH :-	Side Margin & 9.15 Meter Road.

COMMERCIAL APARTMENT UNIT NO. 16 (Shop No. 02) :-

It is a Residential unit on **Ground Floor** having **Carpet area** of **13.20 Sq. Mtrs** and bounded as under:-

ON OR TOWARDS EAST :-	Shop No. 01.
ON OR TOWARDS WEST :-	Parking.
ON OR TOWARDS SOUTH:-	Duck & Parking.
ON OR TOWARDS NORTH :-	Side Margin & 9.15 Meter Road.

COMMERCIAL APARTMENT UNIT NO. 17 (Office) :-

It is a Residential unit on **Ground Floor** having **Carpet area** of **9.30 Sq. Mtrs** and bounded as under:-

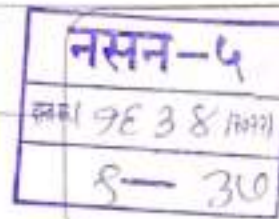
ON OR TOWARDS EAST :-	Side Margin.
ON OR TOWARDS WEST :-	Toilet & Staircase.
ON OR TOWARDS SOUTH:-	Parking.
ON OR TOWARDS NORTH :-	Shop No. 01.

COMMON AREA AND FACILITIES

1. All that piece and parcel of land described in clause first above.
2. The Stair case column leading on to Fourth floor terrace and over head tanks on terrace.
3. The setback pace in the front of the building and passage space falling on the all side of the plot and staircase leading unto terrace of the building.
4. Foundation and main walls.
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.
7. Lift With Battery Backup.



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**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 Forth floor.
3. The passage portion lying between staircase and apartment units (landing) at various floors and at various stages shall be for the use & enjoyment of all apartment.
4. The staircase leading from ground floor level to floor shall be for the enjoyment of all the unit holders.
5. Open space around the building shall be common for all and shall be used all apartment owners.

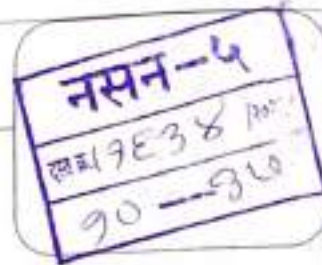
SIXTH :-

The building Completion Certificate was obtained from Nashik Municipal Corporation vide No. Nanivi / Nashik East / 26973 / 2021, Dated :- 14 / 10 / 2021.

That the right and interest of each owner of the units in the general areas and facilities described in sub- paras 1 to 6 of (B) of clause fifth as well as the proportionate share in the profits and common expenses as well as proportionate representation for voting purpose in the meeting of the Associating of the Apartment unit owner in " **SAIKIRAN APARTMENT** " Condominium is based on the proportionate area. The table of the areas and the percentage of voting rights is given hereunder :-

RESIDENTIAL :-

Unit No.	Flat No.	Name of the Owner	Carpet Area sq. mtrs	Price Percentage of Voting
1	01	Mrs. Madhuri Nandkumar Pathak Mr. Nandkumar Prabhakar Pathak	64.58	7.20%
2	02	Mr. Sanjay Gangpatrao Maund	80.75	9.00%
3	03	Mr. Anil Dharmraj Jadhav	74.15	8.27%
4	04	With The Grantor No. 1 Mr. Paramjitkaur Kulwantsingh Alies Surindar Kaur	66.51	7.42%
5	05	With The Grantor No. 1 Mr. Jogendra Kaur Rajendrasing Nagi	40.65	4.53%
6	06	With The Grantor No. 1 Mr. Jogendra Kaur Rajendrasing Nagi	44.41	4.95%
7	07	With The Grantor No. 1	68.14	7.60%
8	08	With The Grantor No. 1 Mr. Indarjitkaur Surjitsingh	66.51	7.42%
9	09	With The Grantor No. 1 Mr. Raghuveersingh Bacharsingh Nagi	40.65	4.53%



10	40	With The Grantor No. 1 Mr. Raghuveersingh Bachansingh Nagi	44.41	4.95%
11	11	With The Grantor No. 1 Mr. Indarjitkaur Surjitsingh	68.14	7.60%
12	12	Mr. Rajendra Ganpatrao Maund	59.00	6.58%
13	13	With The Grantor No. 2 Sai Developers Through Partner	85.79	9.57%
14	14	Mrs. Lata Purushottam Suryawanshi Mr. Purushottam Kisan Suryawanshi	48.05	5.36%
15	Shop No. 01	Mr. Bhunik Chaganbhai Pokar	21.94	2.44%
16	Shop No. 02	Mr. Nandkumar Prabhakar Pathak Mrs. Madhuri Nandkumar Pathak	13.20	1.47%
17	Office	With The Grantor No. 2 Sai Developers Through Partner	9.30	1.11%
Total			896.24	100%

That the right, title interest and areas and facilities described in sub - paras of clause fifth 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.

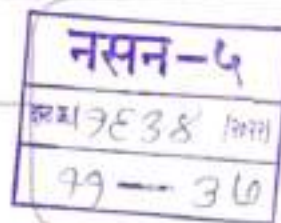
That the proportionate representation in voting provided hereinabove may be limited in accordance with the provisions of the bye-laws attached hereto as Exh. B. Association of Apartment and percentage of the voting and/or undivided interest in the common areas and facilities appertaining to Apartment / Apartments are not encumbered in any manner.

SEVENTH :-

That the administration of " SAIKIRAN APARTMENT" consisting as above of the building and parcel of land described in clauses first and fifth of his deed shall be in accordance with the provisions of this deed and that provision of the bye-laws which are made a part of this deed and are attached hereto as Exh. B.

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 of the **GROUND & FOURTH** upper may be conveyed and registered as having its own exit to the common areas and facilities of the building with each apartment owner having exclusive and particular right, title and interest over his respective unit and in addition, specified undivided interest in the common areas and facilities and restricted common areas and facilities.



that for the purpose of stamp duty and registration fees to be imposed on the registration of this deed in the Register of Declaration of Deeds of Apartment w/s 35 the value of the Apartment Condominium is distributed as follows :-

(a) Parcel of land described in clause first hereinabove is valued at

TENTH :-

That so long as grantors own one or more of Apartment units, grantors shall be subject to the provision of this deed and the Exh. A and B attached hereto, and the grantors covenants to take no action which shall adversely affect the rights of the association against the latent defects in the building or other rights assigned to the Association on by reasons of establishment of " SAIKIRAN APARTMENT ",

ELEVEN :-

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.

TWELVE :-

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

THIRTEEN :-

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.

FOURTEEN :-

That the dedications of the property to the plan of apartment- unit- ownership, of any of 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.

FIFTEEN :-

That no apartment - unit - owner of the apartment unit may exempt himself from the liability for the construction towards the common expenses by waiver and restricted common areas and facilities or by abundant of his apartment unit.

SIXTEEN :-

All sums assesses by the Association, but unpaid for share of the common expenses chargeable on such apartment unit prior to all other charges except only charge, if any, on the apartment unit for payment of Govt. of Municipal Taxes both, and all sums unpaid on the first mortgage of the apartment.

**SEVENTEEN :-**

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 provision of this deed 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 provision of this deed are accepted and ratified. The respective apartment-unit shall not be rented or given on leave and license or on care-taken basis by apartment unit owner thereof for transient of purpose, which shall be denied as:-

- (a) Rental compensation or compensation for any period less than 30 days.
- (b) Any rental or if any occupants of the apartment -unit and provided customary hotel or boarding or lodging or paying guest services other than forgiving owners of the lease such unit or give it on leave license or caretaker basis, provided that the said lease or leave and license or care takers basis is made subject to the covenants and restrictions contained in this declaration and further subject to the bye-laws in Exh. B attached hereto.

EIGHTEEN :-

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

NINETEEN :-

That whereas apartment unit is sold by a mortgages in exercise of his powers of sale under an English mortgage against the owner of such apartment unit, then neither the mortgage nor the purchaser who derives title to the apartment unit at such sale, or his successor 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 constructed to prevent the association of apartment owner from fillings and claiming the charge for such assessment and enforce the same as provided by law and about such a charge shall be sub-ordinate to such mortgage.

TWENTY :-

That in a voluntary conveyance of an agreement units, the grantee of the unit shall be jointly and severally liable with the grantors for all unpaid assessment by the Association of apartment owners against the latter for his share in the common expenses up to the time of grant of conveyance without prejudice to the right of the grantee to recover from the grantors the amounts paid by the grantees therefore shall be entitled to a statement from the manager or Board of Managers 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 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.



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

TWENTY TWO :-

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

TWENTY THREE :-

That the construction of the building is already completed, the construction is done by the grantors and reserve the right to use the common and general areas and facilities and also reserve the right to modify the plan in such a manner as they deem fit, without effecting in any manner the common and restricted interest of the owners of the apartment units.

IN WITNESS WHEREOF THE GRANTORS HERETO SET THEIR RESPECTIVE HANDS THIS DAY OF 07th FEBRUARY THE YEAR 2022.

THE GRANTOR



CM

1. MR. RAGHUVIERSINGH BACCHANSINGH NAGEE,
2. MR. JOGINDARKAUR RAJENDRASINGH NAGEE,
3. MR. JASBEERSINGH RAJENDRASINGH AGEE,
4. MR. KAWALJIT KAUR SIMRAN SINGH FUL,
5. MANPREETKAUR RAJENDRSINGH NAGEE,
6. MRS. PARAMJEETKAUR KULWANTSINGH ALIES SURINDAR KAUR
7. INDARJEETKAUR SUJITSINGH

Through their General Power of Attorney holder
SAI DEVELOPERS THROUGH PARTNER
MR. CHHAGANBHAI PANCHANBHAI POKAR,
(THE OWNER/THE VENDOR THE GRANTOR NO.1)



CM

SAI DEVELOPERS THROUGH PARTNER
MR. CHHAGANBHAI PANCHANBHAI POKAR,
(BUILDER/PROMOTER) THE GRANTOR NO. 2.



WITNESS :-

1) *S.A. Ahir*
S.A. Ahir

2) *Amel*
(Amel Bheer)

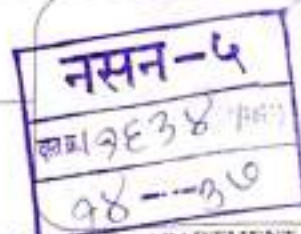


EXHIBIT - B

BYE - LAWS OF " SAIKIRAN APARTMENT "
CONDOMINIUM

CHAPTER - 1

1. SHORT TITLE & APPLICATION :-

- a) These bye - laws may be called the bye - laws of the " SAIKIRAN APARTMENT " CONDOMINIUM.
- b) The provisions of these bye - laws apply to the " SAIKIRAN APARTMENT " CONDOMINIUM all the present & 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 set forth in the bye-laws.

The mere acquisition of 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 bye-laws are accepted, ratified and will be complied with.

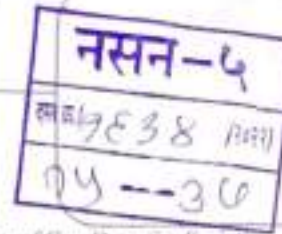
2. DEFINATIONS :-

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 constituted by such owners for the purpose of " SAIKIRAN APARTMENT " CONDOMINIUM.
- (c) BOARD means a Board of Managers, consisting of three persons all of whom shall be owners of Apartment in " SAIKIRAN APARTMENT " CONDOMINIUM.
- (d) BUILDING means the building located at- S. No. 427/A/B/C/27 Plot No 5 admeasuring area 474.15 Sq. Mtrs Situated at Village NASHIK Shivar, Tal- Dist- Nashik " SAIKIRAN APARTMENT " CONDOMINIUM.
- (e) DECLARATION means the Declaration which the sole owner of the building or all the owners of the building have executed and registered as provided in section-2.
- (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 OWNER means the persons owing in Apartment in " SAIKIRAN APARTMENT " CONDOMINIUM.
- (h) SECTION means a section of the Act.
- (i) UNIT means a Unit in " SAIKIRAN APARTMENT " CONDOMINIUM.



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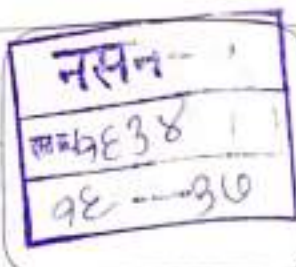
REGISTRAR means the Registrar of Co - Operative Societies.

3. The building located at S. No. 427/A/B/C/27 Plot No. 5 admeasuring area 474.15 Sq. Mtrs Situated at Village NASHIK Shivar, Tal- Dist- Nashik known as " SAIKIRAN APARTMENT " CONDOMINIUM is submitted to the provisions of the Act.

4. OBJECTS OF THE ASSOCIATION :-

The objections of the Association shall be:-

- a) To be and to act as the association of Apartment owners of the building called S. No. 427/A/B/C/27 Plot No 5 admeasuring area 474.15 Sq. Mtrs. Situated at Village NASHIK Shivar, Tal- Dist- Nashik known as " SAIKIRAN APARTMENT " CONDOMINIUM (hereinafter called the said building) who have filled their respective Declarations submit their Apartment to the provisions of the Act.
- b) To invest or deposit moneys.
- c) To provide for the maintenance, repairs, replacement of the common areas and facilities by contributions from the Apartment owners, and if necessary by raising loans for that purpose.
- d) To retain and rent or license, if possible, suitable portion of the common area to the outsider for commercial purpose and to distribute the common profits left, after deducting the common expenses, among the Apartment owners as common profit or accumulate the same for building up reserve fund.
- e) To provide for and do all or any of the matters provided in sub section 2 of the section 16.
- f) To advance, with the consent of the Apartment owners any emergent necessity and to provide for the repayment thereof in lump sum or in installments.
- g) To establish and carry on all its own accounts or jointly with individual or with institutions education, physical, social and recreative activities, for the benefits of the Apartment owners.
- h) To frame rules with the approval of the general meeting of the association and after consulting the gratitude fund, if necessary, for the benefits of the employees of the association.
- i) To do all things necessary or and otherwise provide their welfare expedient for the attainment of the objects specified in these bye-laws.
- j) The association shall not act beyond the scope of these objects specified duly amending the provisions of these bye-laws for the purpose.



MEMBERS OF THE ASSOCIATION :-

- a) All the persons who have purchased the apartment unit in " SAIKIRAN APARTMENT " Condominium and executed their respective declaration under section 5 submitting their Apartment to the provisions of the Act, shall automatically be the members of the Association and shall pay the charges for at least one share of the face value of Rs-100/- each.

Each Apartment owner shall receive of the bye-laws on payment of Rs. 50/-.

- b) Upon any Apartment owner selling his apartment or absolutely conveying the same by way of gift under his will or otherwise, the purchaser or the donees shall automatically become member of the association and shall be admitted as the member, on payment of Rs.- 100/-. The share/s held by the Apartment owner shall be transferred in the of such purchaser or Donee on payment of Rs. - 3,000/- to the association.

- c) On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeath the same by his will or to the legal representative/s of his estate in case he has not made any specific bequeath of the Apartment. The name of the legatee or names of the legal representative/s jointly shall be entered in the Register of the Apartment owners maintained by the Secretary for the purpose of the administration of " SAIKIRAN APARTMENT " CONDOMINIUM, as the Apartment owner or jointly Apartment owners whereby a legatee is a minor, the Apartment owner shall be entitled to appoint a guardian for such a minor.

6. JOINT APARTMENT OWNERS :-

Where an Apartment has been purchased by two or more persons jointly they shall be entitled to the apartment and the share of the Association shall be issued in their joint names; but the person whose name stands first in the share certificate shall alone have the right to the vote.

7. HOLDING OF ONE SHARE COMPULSARY :-

Every Apartment owner must hold at least one share of the Association (joint apartment owners holding the share jointly)

8. DISQUALIFICATION :-

No apartment owner shall be entitled to vote on the questions of elections of the members of the Board of Presidents, Secretary, Treasurer or any other office-bearer or be entitled to stand for election to such if he is in arrears on last day of the month in respect of his contribution for common expenses to the Association for more than 60 days.



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CHAPTER - II :-

VOTING shall be on percentage basis and the percentage of the sale in which an Apartment owner is entitled to is the percentage assigned to the family unit or units in the declaration.

10. QUORUM :-

Expenses as otherwise provided in these bye-laws, the presents in persons of majority percentage of Apartment owners shall constitute quorums.

11. VOTE TO BE CAST PERSON :-

Vote shall be cast in person.

CHAPTER - III :-

ADMINISTRATION :-

12. POWERS AND DUTIES OF ASSOCIATION :-

The Association will have responsibility of administering the " SAIKIRAN APARTMENT " Condominium, approving the annual budget, establishing and collecting monthly assessments and arrange for the management of the " SAIKIRAN APARTMENT " CONDOMINIUM in an efficient manner, except as otherwise provided the resolution of the Association shall require the approval by majority of apartment as owners casting vote in person.

13. PLACE OF MEETING :-

Meeting of the Association shall be held a suitable place convenient to the Apartment owners, as may from time to time be decided by the Association.

14. ANNUAL MEETING :-

The annual meeting of the association shall be held on the 31st March every year and such meeting where there shall be election by Ballot of Apartment owners for Board of Managers in accordance with the requirements for bye-laws no. 23.

The apartment owners may also transact such other business of the Association as may property come before then.

15. SPECIAL MEETING :-

It shall be the duty of the president to call a special meeting of the Association as directed by resolution of the board or upon a petition signed by authority of the Apartment owners and having been presented to the case may be the Registrar or any officer, duly 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 as a special Meeting, except as stated in the notice without the consent of 4/5 the of the Apartment owners present in persons.