

104/6684

पावती

Original/Duplicate

Wednesday, September 20, 2017

नोंदणी क्र.: 39म

1:28 PM

Regn.: 39M

पावती क्र.: 13639 दिनांक: 20/09/2017

गावाचे नाव: नाशिक शहर

दस्तावेजाचा अनुक्रमांक: नसन1-6684-2017

दस्तावेजाचा प्रकार: धोषणापत्र

मादर करणाऱ्याचे नाव: श्री. विनोद ललितकुमार छाजेड, श्री. संदीप नयनसुख ब्रह्मोचा, श्री. सुशिल पुखराज राका, श्री. प्रकाश कपूरचंद कोटेचा, सी. विमल प्रकाश कोटेचा, श्री. सचिन प्रकाश कोटेचा, श्री. राहुल प्रकाश कोटेचा यांचेतर्फे जनरल मुखत्यार म्हणून निर्मिती बिल्डटेक या भागीदारी संस्थेतर्फे भागीदार - श्री. यशपाल अभय टाटीया -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 1320.00

पृष्ठांची संख्या: 66

एकूण:

रु. 1420.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

1:39 PM ह्या वेळेस मिळेल.

Sub Registrar Nashik1

सह. मुख्य अधिकारी नाशिक-१

वाजार मूल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 100/-

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

2) देयकाचा प्रकार: By Cash रक्कम: रु 1320/-

Signature

Received Original Document
Date: 20 SEP 2017



20/09/2017

सूची क्र.2

दुय्यम निबंधक : दु.नि. नाशिक 1

दस्त क्रमांक : 6684/2017

नोदणी :

Regn:63m

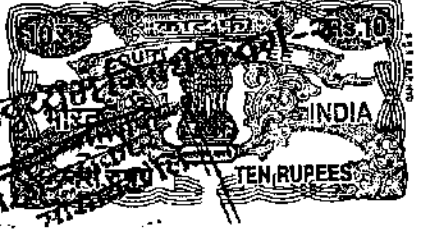
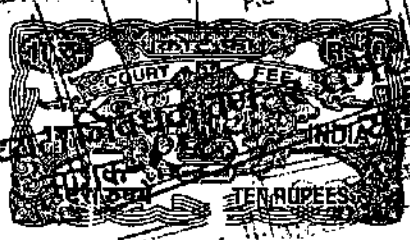
गावाचे नाव : 1) नाशिक शहर

- (1) विलेखाचा प्रकार
(2) मोबदला
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)

घोषणापत्र

0

1



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

1) पालिकेचे नाव:नाशिक मन.पा. इतर वर्णन : इतर माहिती: तुकडी जिल्हा नाशिक,पोट तुकडी तालुका नाशिक पैकी नाशिक महानगर पालिका हद्दीतील मौजे नाशिक या गांवचे शिवाराहील सर्व्हे नं. 108/ब,यांसी सिटी सर्व्हे नं. 6138,यांसी क्षेत्र 3637.10 चौ.मी. या मिळकतीवर बांधकाम करण्यात आलेल्या " टाऊन स्केअर अपार्टमेंट" या नांवाने ओळखल्या जाणाऱ्या रहिवासी व वाणिज्य उपयोगाकरिता बांधण्यात आलेल्या इमारतीमधील बांधीव भाग/फ्लॅट/शॉप/ऑफिस मिळकती.हा मिळकती. ((Survey Number : 108 / B ; C.T.S. Number : 6138 part ;))

- (5) क्षेत्रफळ

1) 3637.10 चौ.मीटर

- (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

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

1): नाव:-श्री. विनोद ललितकुमार छाजेड, श्री. संदीप नयनमुख ब्रह्मोचा, श्री. सुशिल पुखराज राका, श्री. प्रकाश कपूरचंद कोटेचा, सौ. विमल प्रकाश कोटेचा, श्री. सचिन प्रकाश कोटेचा, श्री. राहुल प्रकाश कोटेचा यांचेतर्फे जनरल मुखत्यार म्हणून निर्मिती विल्डेटेक या भागीदारी संस्थेतर्फे भागीदार - श्री. यशपाल अभय दाटीया - वय:-35; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:- 17, माणिक टॉवर्स, कॅनडा कॉर्नर, नाशिक, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, नासु:ईक. पिन कोड:-422005 पॅन नं:-AAMFN7424R

2): नाव:-श्री. विनोद ललितकुमार छाजेड, श्री. संदीप नयनमुख ब्रह्मोचा, श्री. सुशिल पुखराज राका, श्री. प्रकाश कपूरचंद कोटेचा, सौ. विमल प्रकाश कोटेचा, श्री. सचिन प्रकाश कोटेचा, श्री. राहुल प्रकाश कोटेचा यांचेतर्फे जनरल मुखत्यार म्हणून निर्मिती विल्डेटेक या भागीदारी संस्थेतर्फे भागीदार - श्री. दिपक बाळासाहेब धारराव - वय:-36; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:- 7, अंकीत लिटील हार्ट, दादोजी कोंडदेव नगर, गंगापूर रोड, नाशिक, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, नासु:ईक. पिन कोड:-422013 पॅन नं:-AAMFN7424R

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

- (9) दस्तऐवज करून दिल्याचा दिनांक 20/09/2017

- (10)दस्त नोंदणी केल्याचा दिनांक 20/09/2017

- (11)अनुक्रमांक,खंड व पृष्ठ 6684/2017

- (12)बाजारभावाप्रमाणे मुद्रांक शुल्क 100

- (13)बाजारभावाप्रमाणे नोंदणी शुल्क 100

- (14)शेरा

नाशिक न्यायालयी प्रथम
सूची क्र. II प्रत
अस्तित्व दर हुकुम नमून
क.दुय्यम निबंधक-२
नाशिक-२

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

मुल्यांकनाची आवश्यकता नाही कारण दस्तऐवज नुसार आवश्यक नाही कारणाचा तपशील दस्तऐवज नुसार आवश्यक नाही

Affidavit



104/6684

इतर पावती

Original/Duplicate

Wednesday, 20 September 2017 1:59 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 13644 दिनांक: 20/09/2017

गावाचे नाव: नाशिक शहर

दस्तावेजाचा अनुक्रमांक: नसम-1-6684-2017

दस्तावेजाचा प्रकार: घोषणापत्र

सादर करणाऱ्याचे नाव: श्री. विनोद ललितकुमार छाजेड, श्री. संदीप नयनसुख ब्रह्मेचा, श्री. सुशिल पुष्कराज राका, श्री. प्रकाश कपूरचंद कोटेचा, सौ. विमल प्रकाश कोटेचा, श्री. सचिन प्रकाश कोटेचा, श्री. राहुल प्रकाश कोटेचा यांचेतर्फे जनरल मुखत्यार म्हणून निर्मिती बिल्डिंग या भागीदारी संस्थेतर्फे भागीदार - श्री. यशपाल अभय टाटीया -

वर्णन

दस्त हाताळणी की
पृष्ठांची संख्या: 4

रु. 80.00

एकूण:

रु. 80.00

Sub Registrar Nashik

1); देयकाचा प्रकार: By Cash रकम: रु 80/-

सह. दुय्यम निवेदन क्र. 2
नाशिक-१.

जाडपत्र

दस्तावा प्रकार / अनुच्छेद क्रमांक :

दस्त नोंदणी करणार आहेत का :

नोंदणी होणार असल्यास दुरधम निबंधक कार्यालयाचे नाव :

मिळवणीचे स्थान :

मोबिलीय रकम :

मुद्रांक विकत घेण्याकरीत नाव :

मुद्रांक पत्रकाराचे नाव :

हस्त असल्यास त्याचे नाव व पत्ता :

मुद्रांक शुल्क रक्कम :

मुद्रांक विक्री नंदि वही अनुक्रमांक/दिनांक :

मुद्रांक विकत घेणाऱ्याची सही :

दि. नाशिक डिस्ट्रीक्ट अॅडव्होकेट मल्टीपरपज को-ऑप.

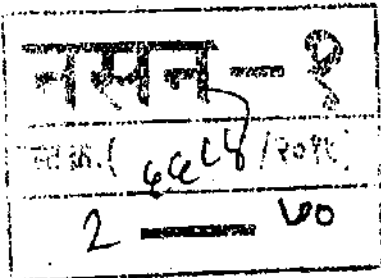
मल्टीपरपज को.ऑप.सोसायटी लि.नाशिक

जि.नं.एन.एल.के./जी.एन.एल./११२/११७८ नाशिक कोर्ट

मुद्रांक विक्रेत्याची सही

मुद्रांक पेपर अल्ट्रा व्हायलेट लॅम्प खाली तपासले व एस.एन.एल./संबंधित मुद्रांक विक्रेत्यांच्या दुरधवनी/मणधवनी बसवून/संपर्क साधून तपासले असता मेळ बरोबर आढळून आला.

सह. दुरधम निबंधक वर्ग-२
नाशिक-९



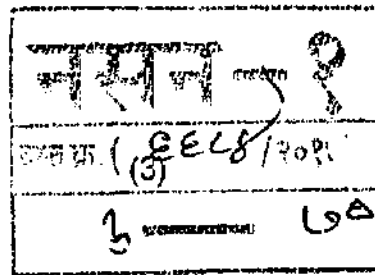
दि. नाशिक डिस्ट्रीक्ट अॅडव्होकेट मल्टीपरपज को-ऑप.		7827
सोसायटी लि., जिल्हा न्यायालय आवार, नाशिक		पावती क्र.
परवाना क्रमांक : आरथा/जनरल/व.नं.एन.एल.के./जी.एन.एल./११२/११७८		दि. २०/९/२०१७
श्री./श्रीमती. निमिती सिंदरेफ		
राहणार पत्ता		

यांच्यासाठी रुपये ३००/- (अक्षरी रूपये) डीमर के मात्र
मात्र) खाली नमुद केलेल्या मुद्रांक खरेदीसाठी रोख मिळाले.

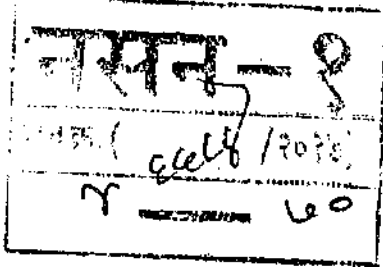
मु.वि.रजि.अ.क्र.	मुद्रांकाचा वर्णन	संख्या	किंमत रुपये
११९००१३	१०००० X		
	५००० X		
	१००० X		
	५०० X		
	१०० X		
	१० X		
	३० X		
	एकूण		३००

(मुद्रांक विकत घेणाऱ्याची सही)

(मुद्रांक विक्रेत्याची सही)



1. **Mr. VINOD LALITKUMAR CHHAJED,**
Age : 43 yrs, Occ. : Agriculturist and Business,
PAN NO- AAYPC 1100 B
R/O- 4, Dattatray Darshan Society,
Behind hotel Sibal, Trimbak Road, Nashik
2. **Mr. SANDIP NAYANSUKH BHROMECHA ,**
Age : 45 yrs, Occ. : Business,
Pan No- AEJPB 0329 N
R/o- 702, "Khushi " Down Town, Near Arihant
Hospital, Gangapur Road, Nashik
3. **Mr. SUSHIL PUKHRAJ RACCA ,**
Age : 51 yrs, Occ. : Business,
Pan No- ADMPR 4740 F
R/o- Agnval Nagar, Ved Vyas Nagar,
Dhule, Tal. & Dist – Dhule.
4. **Mr. PRAKASH KAPURCHAND KOTECHA,**
Age : 66 yrs, Occ. : Business,
Pan No- AAZPK 8056 D
5. **Mrs. VIMALA PRAKASH KOTECHA,**
Age : 63 yrs, Occ. : Business,
Pan No- AAZPK 8177 F
6. **Mr. SACHIN PRAKASH KOTECHA,**
Age : 38 yrs, Occ. : Business,
Pan No- ABJPK 9156 F
7. **Mr. RAHUL PRAKASH KOTECHA,**
Age : 33 yrs, Occ. : Service ,
Pan No- AHEPK 3837 A
No- 4 to 7 are residing at – 31, Vidhya Nagar,
Near Akashwani Chouk, Jalgaon ,Tal And Dist. Jalgaon.
Through their G.P.A. holder -
8. **NIRMITI BUILDTEK**
A registered partnership firm through having office at –
302, Ronak Height, Near Sony Paithani, Racca Colony,
Sharanpur Road, Nashik – 422 002
PAN – AAMFN 7424 R



Through it's partners

A) MR. YASHPAL ABHAY TATIYA,

Age : 35 yrs, Occ. : Business,

PAN – ACRPT 4624 J

R/o. 17, Manik Towers, Canada Corner, Nashik -5

B) MR. DEEPAK BALASAHEB DHARRAO,

Age : 36 yrs, Occ. : Business,

PAN – AELPD 2988 K

R/o. 7, Ankit Little Heart, Dadoji Konddev Nagar,

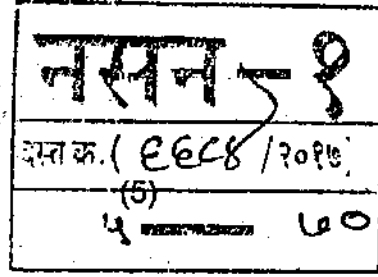
Gangapur Road, Nashik – 422 002

Hereinafter referred to as “**THE GRANTORS (ORIGINAL OWNERS AND BUILDER/DEVELOPER)**” for the sake of brevity, who are fully empowered and qualified to execute this deed as follows :-

WHEREAS -

(1) Dagduram Bivraj Bora and others were the owners of the Survey No- 108/1 of Village Nashik, Tal. and Dist. Nashik. This property has corresponding C.T.S. No. 6138 part. In the year 1960, Dagduram Bivraj Bora and others sold area admeasuring 3637.10 Sq.Mtrs. from the said land to Shri. Murlidhar Ramchandra Bhutatda on 13/10/1960. Accordingly sale deed is executed in between the parties and the same is duly registered in the office of Sub registrar, Nasik on the same day at Sr. No. 810 .

Shri. Murlidhar Ramchandra Bhutatda died on 26/06/1975. The said property was purchased from the money of the partnership firm i.e. M/s. Murlidhar Ramchandra and Company. Hence the Legal representative of Deceased Murlidhar Ramchandra Bhutada executed the declaration and accordingly given an application to the Talathi. The said declaration was duly registered in the office of Sub-Registrar, Nashik on 24/10/1975 at Sr. No. 2077. In view of the said declaration, the application given to Talathi was allowed and the property was mutated in the name of M/s. Murlidhar Ramchandra and Company.



The said partnership firm and its partner sold the said property to the Grantor Nos. 1 to 7 on 31/12/2007 and the said sale deed is registered in the office of the Sub Register, class II Nashik - 4 on 19/03/2007 on 19/03/2008. Accordingly the names of the vendors were mutated in revenue record i.e. C.T.S. record and also 7/12 extracts.

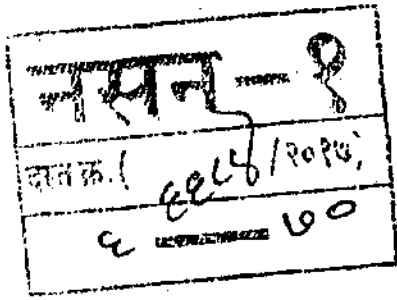
(2) AND WHEREAS, thus the Grantor Nos. 1 to 7 have become absolute owners of the said property with effect from that date. As owners they have absolute rights in respect of the said property. Thus in views of these rights, the Grantor Nos. 1 to 7 have decided to develop the said property. Accordingly they have purchased additional T.D.R. admeasuring 560.00 Sq.Mtrs. from Suresh Meghraj Loya and 895.00 Sq.Mtrs. from Deepak Kanhaiyalal Manwani. By availing the T.D.R. of 1270.00 Sq.Mtrs. as described above, the Grantor Nos. 1 to 7 prepared the Building plan and got it approved from Nashik Municipal Corporation, Nashik by its Order No. LND/BP/C-1/ 461/1888/15, dated 31/10/2015. In respect of the said property, N.A. permission is granted by the order of Collector, Nasik bearing LNA/SR/204/60, dated 28/02/1961,

As per the said building plan, the proposed building is comprising residential flats and also commercial shops and offices.

Thus, the Grantor Nos. 1 to 7 have decided to construct the BUILDING upon the property which is described in SCHEDULE - 1 hereunder written.

(3) As mentioned above, the Grantor Nos. 1 to 7 have decided to develop the said property by making construction thereon. Being the owners, they had full right, title and authority to develop and sale the constructed portion upon the said property.

The Grantor No. 8, is the registered partnership firm, which is being represented by 8 (A) Shri. Yashpal Abhay Tatiya and 8 (B) Mr. Deepak Balasaheb Dharrao, who are the Builders/developers by profession and are desirous of developing the said property.



The Owners (who are the Grantor Nos. 1 to 7 in this agreement) decided to handover the said property for development, which is more particularly described in the Schedule I hereunder written.

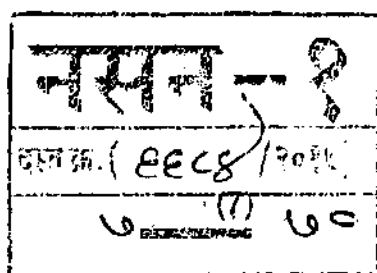
Accordingly, the owners (who are the Grantors Nos. 1 to 7 in this Deed of Declaration of Apartment) have assigned the property which is more particularly described in the schedule I herein below, to the Grantor No. 8, which is a builder/ developer, on the development basis. Accordingly development agreement is executed in between the parties on 15/07/2017, and the same is duly registered in the office of Sub registrar, Nasik-1 at Sr. No. 5134/2017. In accordance with the said development agreement, the owners have also executed General Power of Attorney dated 15/07/2017 in favour of the Grantor No. 8, which firm is the Builder/Developer, which is also duly registered in the office of the Sub-registrar Nasik - 1 at Sr. No. 5135/2017 on the same date.

(4) The title of the said property which is more particularly described in the schedule I herein below, is clear, marketable and free from encumbrances. Similarly all the requisite permissions for the construction are obtained by the Grantors.

(5) The Grantor has accordingly commenced the construction upon the said property and of the building namely "TOWN SQUARRE APARTMENT".

(6) The Grantors being the owners and the Developer have absolute right and authority to enter into a deal and or transaction in respect to the various constructed portions of the said property.

(7) The said building consists of two wings. The first part consists of Shop premises and office premises. The second part consists of residential units. In this residential part as per the sanctioned Building plan two wings are made. The first wing is 'A'



Wing and second wing is 'B' Wing. Hence, the flats in 'A' wing are numbered starting from 'A' and the flats in 'B' wing are numbered starting from 'B'.

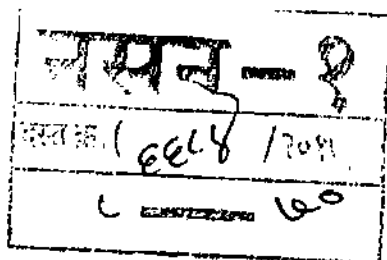
The first part is two storied, i.e. ground floor and one upper floor. Wing -- A and B of the second part is seven storied, i.e. ground floor and six upper floors. All the units are all capable of individual utilization, on account of having their own exit to a common area and facility of the building and the apartment will be sold to one or more owners each owner obtaining a particular and exclusive property right there to and each apartment constituting a heritable and transferable, immovable property within the meaning of any law for the time being in force in the state (hereinafter referred to as constructed unit) and also an undivided interest in the general and / or restricted common areas and facilities of the building as listed hereinafter in this deed necessary for their adequate use and enjoyment all of the above in accordance with the Maharashtra Apartment Ownership Act 1970.

(8) That the aforesaid building has a total constructed area of 4902.53 Sq.Mtrs. However, this area is as per the plan approved by Nashik Municipal Corporation, Nashik which includes common areas also, but excludes F.S.I. free area, such as Terrace, Cupboards, Balconies, etc. The details of the each unit, it's area, it's % of Ownership rights, and it's % of voting rights are mentioned as under.

Part - A : Commercial units

Ground Floor

Shop No.	Area in Sq. Mtrs. Of Ground floor Carpet area + Lot area	Name of owner	% of ownership	% of voting rights
1	53.93	Yet to be sold	0.90 %	3.29 %
2	40.55	Yet to be sold	0.68 %	2.47 %



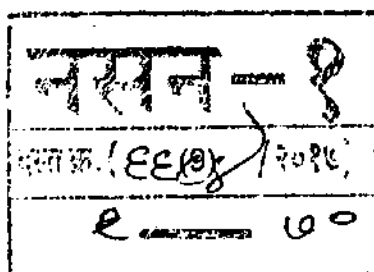
3	44.97	Yet to be sold	0.75 %	2.74 %
4	44.97	Yet to be sold	0.75 %	2.74 %
5	40.55	Yet to be sold	0.68 %	2.47 %
6	44.97	Yet to be sold	0.75 %	2.74 %
7	126.59	Yet to be sold	2.12 %	7.71 %
8	40.31	Yet to be sold	0.68 %	2.46 %
9	36.33	Yet to be sold	0.61 %	2.21 %
10	40.31	Yet to be sold	0.68 %	2.46 %
11	40.31	Yet to be sold	0.68 %	2.46 %
12	38.33	Yet to be sold	0.64 %	2.34 %
13	38.33	Yet to be sold	0.64 %	2.34 %
14	40.97	Yet to be sold	0.69 %	2.50 %
15	52.19	Yet to be sold	0.87 %	3.18 %
16	36.33	Yet to be sold	0.61 %	2.21 %
17	40.31	Yet to be sold	0.68 %	2.46 %
18	40.31	Yet to be sold	0.68 %	2.46 %
19	40.31	Yet to be sold	0.68 %	2.46 %
20	36.33	Yet to be sold	0.61 %	2.21 %
21	67.40	Yet to be sold	1.13 %	4.11 %

Part - A

First Floor

Office No.	Area Sq. Mtrs.	Name of owner	% of ownership	% of voting rights
1	35.95	Yet to be sold	0.60 %	2.19 %
2	27.03	Yet to be sold	0.45 %	1.65 %
3	29.98	Yet to be sold	0.50 %	1.83 %
4	29.98	Yet to be sold	0.50 %	1.83 %
5	27.03	Yet to be sold	0.45 %	1.65 %
6	29.98	Yet to be sold	0.50 %	1.83 %
7	84.39	Yet to be sold	1.41 %	5.14 %
8	26.87	Yet to be sold	0.45 %	1.64 %
9	24.22	Yet to be sold	0.41 %	1.48 %
10	26.87	Yet to be sold	0.45 %	1.64 %
11	26.87	Yet to be sold	0.45 %	1.64 %
12	25.55	Yet to be sold	0.43 %	1.56 %
13	25.55	Yet to be sold	0.43 %	1.56 %
14	27.31	Yet to be sold	0.46 %	1.66 %
15	34.79	Yet to be sold	0.58 %	2.12 %
16	24.22	Yet to be sold	0.41 %	1.48 %
17	26.87	Yet to be sold	0.45 %	1.64 %
18	26.87	Yet to be sold	0.45 %	1.64 %
19	26.87	Yet to be sold	0.45 %	1.64 %
20	24.22	Yet to be sold	0.41 %	1.48 %
21	44.93	Yet to be sold	0.75 %	2.74 %

Total	1640.88		27.50 %	100 %
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Part - B : Residential units

Stilt Floor

Flat No.	Area Sq. Mtrs.	Name of owner	% of ownership	% of voting rights
A-1	52.76	Yet to be sold	0.88 %	1.22 %
A-2	54.1	Yet to be sold	0.91 %	1.25 %
B-1	52.76	Yet to be sold	0.88 %	1.22 %
B-2	54.1	Yet to be sold	0.91 %	1.25 %
B-3	54.1	Yet to be sold	0.91 %	1.25 %
B-4	70.83	Yet to be sold	1.19 %	1.64 %

Part - B : Residential units

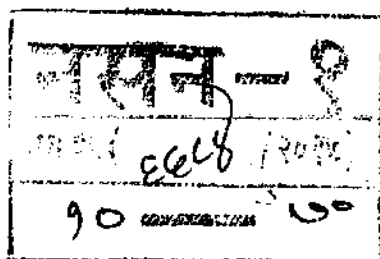
First Floor

Flat No.	Area Sq. Mtrs.	Name of owner	% of ownership	% of voting rights
A-3	52.76	Yet to be sold	0.88 %	1.22 %
A-4	54.1	Yet to be sold	0.91 %	1.25 %
B-5	52.76	Yet to be sold	0.88 %	1.22 %
B-6	54.1	Yet to be sold	0.91 %	1.25 %
B-7	54.1	Yet to be sold	0.91 %	1.25 %
B-8	70.83	Yet to be sold	1.19 %	1.64 %

Part - B : Residential units

Second Floor

Flat No.	Area Sq. Mtrs.	Name of owner	% of ownership	% of voting rights
A-5	52.76	Yet to be sold	0.88 %	1.22 %
A-6	107.26	Yet to be sold	1.80 %	2.48 %
A-7	197.34	Yet to be sold	3.31 %	4.56 %
A-8	119.76	Yet to be sold	2.01 %	2.77 %
A-9	138.55	Yet to be sold	2.32 %	3.20 %
A-10	54.10	Yet to be sold	0.91 %	1.25 %
B-9	126.36	Yet to be sold	2.12 %	2.92 %
B-10	115.22	Yet to be sold	1.93 %	2.66 %
B-11	52.76	Yet to be sold	0.88 %	1.22 %
B-12	54.1	Yet to be sold	0.91 %	1.25 %
B-13	54.1	Yet to be sold	0.91 %	1.25 %
B-14	70.83	Yet to be sold	1.19 %	1.64 %



Part - B : Residential units

Third Floor

Flat No.	Area Sq. Mtrs.	Name of owner	% of ownership	% of voting rights
A-11	52.76	Yet to be sold	0.88 %	1.22 %
A-12	72.48	Yet to be sold	1.21 %	1.68 %
A-13	85.59	Yet to be sold	1.43 %	1.98 %
A-14	72.48	Yet to be sold	1.21 %	1.68 %
A-15	85.59	Yet to be sold	1.43 %	1.98 %
A-16	54.10	Yet to be sold	0.91 %	1.25 %
B-15	83.06	Yet to be sold	1.39 %	1.92 %
B-16	72.48	Yet to be sold	1.21 %	1.68 %
B-17	52.76	Yet to be sold	0.88 %	1.22 %
B-18	54.1	Yet to be sold	0.91 %	1.25 %
B-19	54.1	Yet to be sold	0.91 %	1.25 %
B-20	70.83	Yet to be sold	1.19 %	1.64 %

Part - B : Residential units

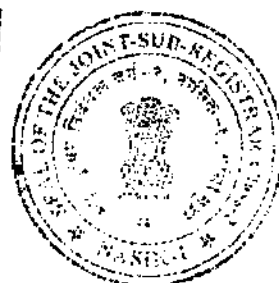
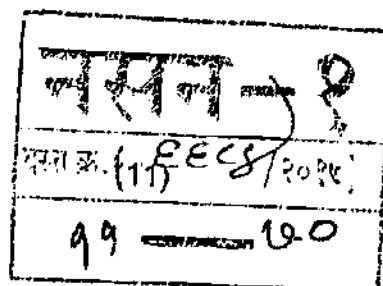
Fourth Floor

Flat No.	Area Sq. Mtrs.	Name of owner	% of ownership	% of voting rights
A-17	52.76	Yet to be sold	0.88 %	1.22 %
A-18	73.28	Yet to be sold	1.23 %	1.69 %
A-19	85.12	Yet to be sold	1.43 %	1.97 %
A-20	73.28	Yet to be sold	1.23 %	1.69 %
A-21	84.98	Yet to be sold	1.42 %	1.96 %
A-22	54.10	Yet to be sold	0.91 %	1.25 %
B-21	85.12	Yet to be sold	1.43 %	1.97 %
B-22	73.28	Yet to be sold	1.23 %	1.69 %
B-23	52.76	Yet to be sold	0.88 %	1.22 %
B-24	54.1	Yet to be sold	0.91 %	1.25 %
B-25	70.83	Yet to be sold	1.19 %	1.64 %

Part - B : Residential units

Fifth Floor

Flat No.	Area Sq. Mtrs.	Name of owner	% of ownership	% of voting rights
A-23	72.48	Yet to be sold	1.21 %	1.68 %
A-24	85.59	Yet to be sold	1.43 %	1.98 %
A-25	72.48	Yet to be sold	1.21 %	1.68 %
A-26	85.59	Yet to be sold	1.43 %	1.98 %
B-26	83.06	Yet to be sold	1.39 %	1.92 %
B-27	72.48	Yet to be sold	1.21 %	1.68 %



Part - B : Residential units

Sixth Floor

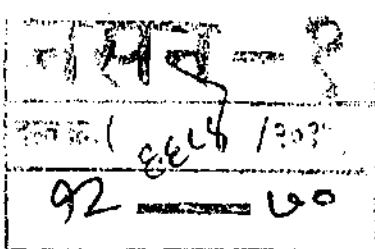
Flat No.	Area Sq. Mtrs.	Name of owner	% of ownership	% of voting rights
A-27	73.28	Yet to be sold	1.23 %	1.69 %
A-28	84.85	Yet to be sold	1.42 %	1.96 %
A-29	73.28	Yet to be sold	1.23 %	1.69 %
A-30	74.42	Yet to be sold	1.25 %	1.72 %
B-28	84.80	Yet to be sold	1.42 %	1.96 %
B-29	73.28	Yet to be sold	1.23 %	1.69 %

Total	4325.97		72.50 %	100 %
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The proportionate representation for voting purpose mentioned hereinabove may be limited in accordance with the provisions of bye-laws attached hereto as Exhibit "B".

Apartment and the percentage of undivided interest in the common areas and facilities are not encumbered in any manner whatsoever on the date of this declaration.

(9) And whereas the Town SQUARRE Apartment to be constructed over the said property shall be as per the prevailing rules of Floor Space Index. Therefore considering the land area of the said property i.e. 3637.10 Sq.Mtrs. a commercial and residential complex to the extent of consumption of sanctioned F.S.I. is to be constructed on the said property. However, in case, there is any increase in the said F.S.I., as per the rules of the concerned authorities in future and the resultant increase thereof in the F.S.I., the Grantors will alone have rights of making further construction as per the additional F.S.I. in the said property. Such increased structure should be made over the terraces and is strictly reserved for the Grantors and they alone have an exclusive right to construct the said upper floors over the said building and dispose of the said additional constructed area in favour of any person, firm or institution of his choice and upon such terms and conditions and consideration as they may deem fit.

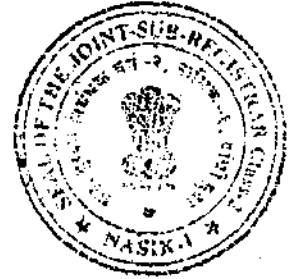
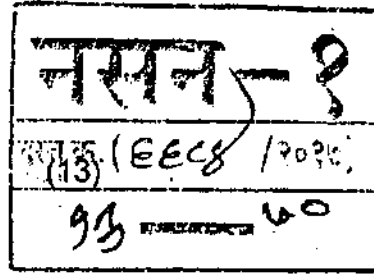


(10) COMMON AREAS AND FACILITIES FOR COMMERCIAL UNITS :-

- a. All that piece and parcel of land shown in the drawing attached with this Declaration Deed.
- b. Under ground water tank and overhead water tank separately made for commercial premises.
- c. Common Stair cases and common passage of the offices.
- d. External Plumbing network throughout the commercial building.
- e. External Electrical wiring network throughout the commercial building.
- f. External necessary light and water connection (Excluding office and Shop area)
- g. The foundation and main walls columns beams and roofs of such building as described in the plans which form part of this deed as Exhibit -"A".
- h. Common Lift with 5 passengers and back-up.
- i. Access to staircase and lift.
- j. Parking space shown in the attached drawing for commercial part will be common area for the commercial unit holders.

COMMON AREAS AND FACILITIES FOR RESIDENTIAL UNITS :-

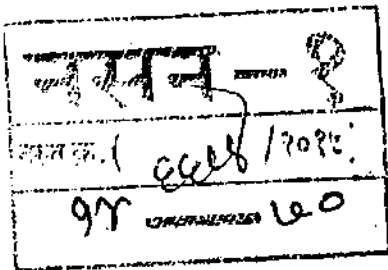
- a. All that piece and parcel of land shown in the drawing attached with this Declaration Deed.
- b. Under ground water tank and overhead water tank separately made for residential premises.
- c. Common Staircase and landing space of common passage.
- d. Plumbing network throughout the residential building.
- e. Electrical wiring network throughout the residential building.
- f. Necessary light and water connection.



- g. The foundation and main walls columns beams and roofs of such building as described in the plans which form part of this deed as Exhibit -"A".
- h. Lift alongwith with back-up.
- i. Podium garden mentioned in the drawing will be the common area for residential premises only. It's maintenance will be done by the common expenses of residential parts. The members of the commercial area will not have any access to this podium garden.
- j. Common parking space shown in the attached drawing for residential part will be common area for the residential unit holders

(11) RESTRICTED AREAS AND FACILITIES IN BOTH PARTS I.E. COMMERCIAL AND RESIDENTIAL BUILDING:-

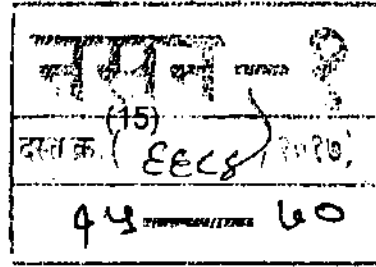
- (1) The Grantors do hereby reserve rights to allot the terrace of the building to any person for installation, of any type of signal tower and or advertising board / boards, panels and to receive benefits therefrom. Thus the Terrace premises of both the wings of the entire building is the property of the Grantors. The Developer / Builder have exclusive right over the said Terrace premises. However, the apartment holders will have right to repair any part of the building, from the terrace, if it is necessary to do so. Subject to this, the apartment and the apartment holders will have no right in respect of the said terrace premises.
- (2) The parking area specifically allotted to any member as per agreement will be his restricted parking area. However right to allot parking area will be the discretion of the Grantors.
- (3) The apartment sold to different persons will be the restricted area of respective apartment holder.
- (4) There shall be two separate Wings in the entire project, the first one is commercial part and the second one is residential



wing. Both these wings shall be considered as separate divisions from each other as per plan.

- (5) No external changes or extension is allowed. Similarly, no internal changes, damaging the structure are allowed. If any such internal changes are made by the flat purchaser or the commercial premises purchaser, it will be entirely his responsibility to see that, the said changes will not hamper the structure of the building.
- (6) Flower Bed in front of Shop No. 7 and Adjusant to access on both the sides i.e. on western side and on northern side shall be restricted area and can not be removed or disturbed. The maintenance of the said flower beds will be made from the common expenses of the commercial part.
- (7) Parking space shown in the attached drawing for commercial part cannot be allotted or divided or restricted to any particular commercial unit holder.
- (8) Allotted parking space shown in the attached drawing for residential part will be the restricted area for the residential unit holders to whom respective parking space is allotted.
- (9) The shop premises or any constructed premises in the project shall not be use as liquor or alcoholic shop / godown. Similarly any such constructed premises in the project shall not be used for meat shop / fish shop / chicken shop.
- (10) Similarly no unit holder should display any board, signage or any such advertisement in any common area of the project.
- (11) The respective unit holders of each premises shall not create nuisance to the other unit holders.

Hence, the commercial part will not have any access to the residential premises, will not have any access to the terrace of the

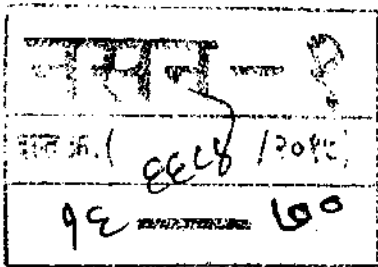


residential building and will not have any relation with the maintenance fund of the residential tenements. Similarly, the commercial part will not have any claim or right over the water tank, septic tank, podium garden, common accesses, parking and other open spaces of the residential wing. Similarly, they will not have any right in the residential building committee, voting rights, election of their chairman, their expenses, their common fund and their maintenance aspect.

Similarly, the residential part will not have any access to the commercial premises and will not have any relation with the maintenance fund of the commercial tenements. Similarly, the residential part will not have any claim or right over the water tank, septic tank, common accesses, parking and other open spaces of the commercial wing. Similarly, they will not have any right in the commercial building committee, voting rights, election of their chairman, their expenses, their common fund and their maintenance aspect.

(12) In the entire project, there are two separate wings in respect of residential and commercial units. In respect of commercial wing, the Grantors have applied for and got the registration certificate under the provisions of Maharashtra Real Estate Regulatory Authority having No. P 51600012818 and in respect of residential wing, the Grantors have applied for and got the registration certificate under the provisions of Maharashtra Real Estate Regulatory Authority having No. P 51600012559. Thus this Declaration Deed is subject to provisions of Maharashtra Real Estate Regulatory Act.

(13) Thus in the entire project, there are two separate wings in respect of residential and commercial units. Hence, there will be formation of two different Associations of the purchasers in the respective areas. The formation of residential association will be different from formation of commercial association. Both the associations will form the TOWN SQUARE APARTMENT

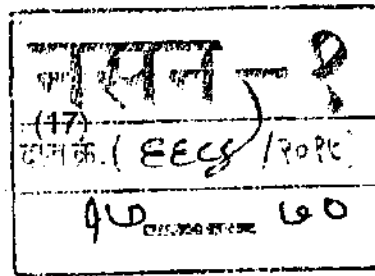


CONDOMINIUM. Hence, in respect of both the associations, their voting rights, election of chairman and managing committee members, collection of one time maintenance charges, collection of monthly maintenance charges and all other aspects of administration will be different from each other. For shops premises, one time maintenance charges will be initially Rs. 1,50,000/- (Rupees One Lac Fifty Thousand only). For office premises, one time maintenance charges will be initially Rs. 1,00,000/- (Rupees One Lac only). For flat of Small 2 B.H.K., premises, one time maintenance charges will be initially Rs. 1,00,000/- (Rupees One Lac only). For flat of Big 2 B.H.K., premises, one time maintenance charges will be initially Rs. 1,25,000/- (Rupees One Lac Twenty Five Thousand only) and For flat of 3 B.H.K., premises, one time maintenance charges will be initially Rs. 1,50,000/- (Rupees One Fifty Thousand only).

All these one time deposits will be handed over to the society or Apartment at the time of handover of entire administration of the apartment by the Grantors to the Apartment Managing Committee. In addition to the payment of one time maintenance, each unit holder (residential or commercial) will be under obligation to pay the maintenance amount which will be charge as per the calculation made by the Grantors. It is necessary for all such unit holders to pay such maintenance charges from the date of the receipt of possession of their respective units and default in such payment will be considered as breach of agreement.

(14) That the Administration of TOWN SQUARRE APARTMENT CONDOMINIUM consisting as aforesaid of the building and parcel of land described in Schedule - I hereunder of this deed shall be in accordance with the provisions of this deed and with the provisions of the bye-laws which are made a part of this deed and are attached hereto as Exhibit - "B"

(15) That as appears above a plan of Apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act 1970, so that the family



units and the commercial units may be conveyed and Registered as individual properties capable of independent use on account of each having its own exit to common area and facility of the building each family unit and commercial unit owner having an exclusive and particular right, title and interest over his respective family unit and commercial unit. Similarly the family unit and the commercial unit will have additional specified undivided interest in the restricted area and facilities.

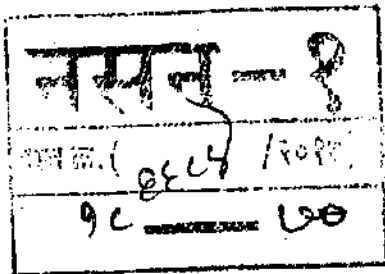
(16) That so long as the Grantors owns one of the family units or commercial units the Grantors shall, subject to the provisions of this deed, covenant to take no action which will adversely affect the rights of the Association of Apartment owners with respect to assurances against defects in the building or other rights assigned to the Association by the reason of the establishment of TOWN SQUARE APARTMENT CONDOMINIUM.

(17) That the general and common areas and facilities shall remain undivided and no owners shall bring any action for partition or division thereof.

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

(18) That the undivided interest in the general and / or restricted common areas and facilities shall not be separated from the family unit or commercial unit to which it appertains and shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or others instrument.

(19) That each apartment owner shall comply with the provisions of the agreement to sale entered into his favour, this



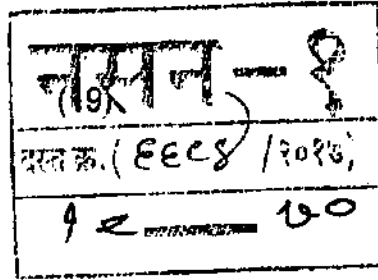
deed, the bye-laws, decisions and Resolutions of the Association of Apartment owner or its representatives, and failure to comply with any such provisions, decision or resolution shall be grounds for an action to recover sums due for damages or for inductive relief.

(20) 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 of the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation or amendment, or removal of the property from the plan by duly registered instrument.

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

(22) All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family or commercial unit shall constitute a charge on such unit prior to all other charges except only (1) charge, if any, on the family unit or commercial unit for payment of Government or municipal taxes or both, and (2) all sums unpaid on a first mortgage of the apartment.

(23) That all present or future owners, tenants, or any other person that 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 units of the building or the mere act of occupancy of any of the said unit shall signify that the provisions of this Deed are accepted and ratified.

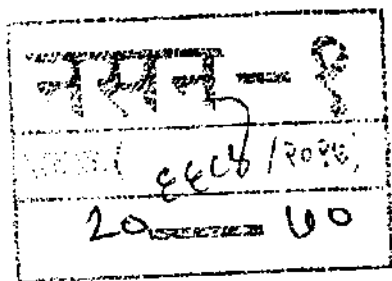


(24) That if the property, subject to the plan of Apartment ownership is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

(25) That where a family unit or commercial unit is sold by a mortgage in exercise of this powers of sale under an English mortgage or by a Court in execution of a decree in a suit brought by a mortgagee against the owner of such unit, then neither the mortgagee nor the purchaser who derives title to the such unit at such sale, or his successors or assigns shall be liable, for assessment by the association which became 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 assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

(26) That in a voluntary conveyance of a family unit or commercial unit, the guarantee of the unit shall be jointly and severally liable with the Grantors for all unpaid assessments by the Association of Apartment Owners, against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the Grantors 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 forth the amount of the unpaid assessments against the Grantors due to the Association and such grantee shall not be liable for nor shall the said unit conveyed be subject to charge for, any unpaid assessments made by the Association of Apartment Owners against the Grantors in excess of the amount therein set forth.

(27) That the Manager or Board or Managers of the Association shall obtain and continue in effect blanket property



insurance in form and amounts satisfactory to mortgages holding first mortgages covering respective units but without prejudicial to the right of the owner of a such unit to obtain individual unit insurance.

(28) That insurance premium for any bank, insurance's coverage shall be a common expenses to be paid by monthly assessment levied by the Association of Apartment Owners, and that such payment shall be held in a separate account of the Association and used solely for the payment of the property insurance premium as such premiums become due.

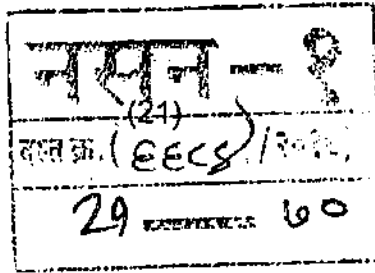
(29) The Grantors hereby reserves rights to make any appropriate changes in this Declaration Deed in accordance with change in situation or legal position. All the unit holders shall deemed to have given consent to such changes, if the same are not affecting their individual occupancy units.

:: SCHEDULE ::

:: THE SCHEDULE HEREINABOVE REFERRED ::

All that piece and parcel of property bearing Revenue Survey No. 108/B, admeasuring 3637.10 Sq.Mtrs., corresponding to CTS No. 6138 part, situated at Village Nashik, Tal. and Dist. Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik and which is bounded as under :-

On or towards East	:	Remaining part of S.No. 108
On or towards West	:	Peth Road
On or towards South	:	Road (Road joining to Peth road and Dindori Road)
On or towards North	:	Property owned by Mr. Sampat Dhotre



IN WITNESS WHEREOF THE GRANTORS HAVE SET
THEIR HANDS ON THIS DECLARATION ON THIS 20TH DAY OF
SEPTEMBER IN THE YEAR TWO THOUSAND SEVENTEEN AT
NASHIK.

SIGNED, SEALED & DELIVERED
by the GRANTORS -

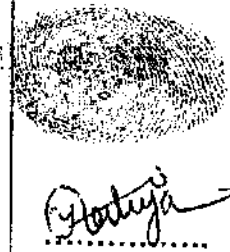
1. Mr. VINOD LALITKUMAR CHHAJED,
2. Mr. SANDIP NAYANSUKH BHAMECHA,
3. Mr. SUSHIL PUKHRAJ RACCA,
4. Mr. PRAKASH KAPURCHAND KOTECHEA,
5. Mrs. VIMALA PRAKASH KOTECHEA,
6. Mr. SACHIN PRAKASH KOTECHEA,
7. Mr. RAHUL PRAKASH KOTECHEA,

Through their G.P.A. holder

8. NIRMITI BUILDTEK

Through it's partners

- A) MR. YASHPAL ABHAY TATIYA,



- B) MR. DEEPAK BALASAHEB DHARRAO,



In the presence of ...

1.

2.

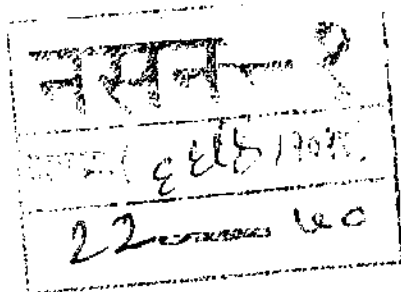


EXHIBIT "B"

:: BY-LAWS OF TOWN SQUARRE APARTMENT CONDOMINIUM. ::

SHORT TITLE AND APPLICATION

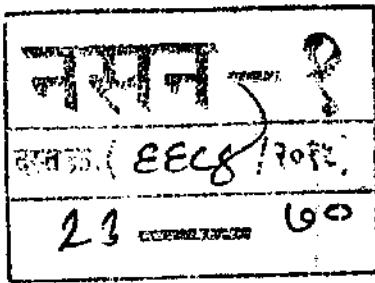
1. These by laws may be called the by-laws of the TOWN SQUARRE APARTMENT CONDOMINIUM.
2. The provisions of these by laws apply to the TOWN SQUARRE APARTMENT CONDOMINIUM.

All present or future owners, tenants, future tenants or their employees or any other person that might use the facilities of the building in any manner, are subject to the regulations set forth in these by-laws.

Mere acquisition or rental or taking or license of any of the family units or commercial units (hereinafter referred to as "units") of the building or mere act of occupancy of any of the said unit will signify these by-laws are accepted, ratified and will be complied with.

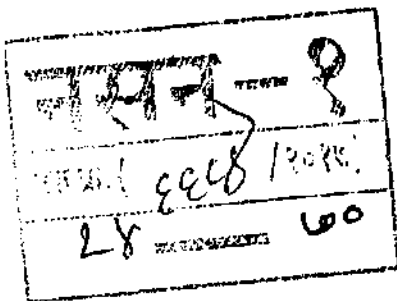
3. DEFINITION :-

- 1) In these by-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 TOWN SQUARRE APARTMENT CONDOMINIUM.
 - c. " Board" means as Board of Managers consisting of 5 persons all of whom shall be owners of apartment in the TOWN SQUARRE APARTMENT CONDOMINIUM.
 - d. "Building" means the building located at Survey No. 108/B, admeasuring 3637.10 Sq.Mtrs., corresponding to CTS No. 6138 part, of Nashik situated within the limits of Nasik Municipal Corporation, Nasik known as TOWN SQUARRE



APARTMENT CONDOMINIUM, and includes the land forming part thereof.

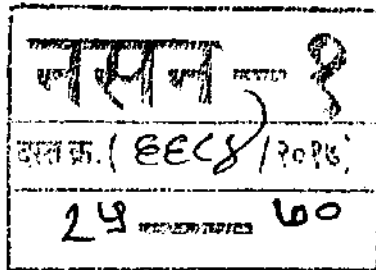
- e. **"Declaration"** means the Declaration which the Sole owner of the building or all the owners of the building have executed and registered as provided in Section 2.
- f. **"Majority of owners"** means these owners holding 51 per cent of the votes in accordance with the percentage assigned in the Declaration.
- g. **"Owner" or "Apartment Owners"** means those persons owing an apartment in the TOWN SQUARRE APARTMENT CONDOMINIUM.
- h. **"Section"** means a section of the Act.
- i. **"Unit"** means a family unit or commercial unit in the TOWN SQUARRE APARTMENT CONDOMINIUM.
- j. **"Registrar"** means the Registrar of Co-operative Societies.
- 2) Words and expressions used in these by laws but not defined therein shall have the meaning respectively assigned to them in the Act.
- 3) The building located at Nashik known as TOWN SQUARRE APARTMENT CONDOMINIUM is submitted to the provisions of the Act.
- 4) **OBJECTS OF THE ASSOCIATION :-**
 - (1) The objects of the Association shall be :-
 - a. To be and to act as the Association of Apartment owners of the building called as TOWN SQUARRE APARTMENT CONDOMINIUM (hereinafter called " the said building") who have filed their respective Declarations submitting their apartment to the provisions of the Act.
 - b. To invest or deposit moneys.
 - c. To provide for the maintenance, repair and 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 licence if possible, suitable portions of the common areas to outsiders for commercial purpose, 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.
 - e. To provide for and do all and any of the matters provided in sub-section (2) of the Section 16.
 - f. To advance with the consent of the apartment owners, any short term loans to any apartment owners in case of any emergent necessity, and to provide for the repayment thereof in lump sum or in installments.
 - g. To establish and carry on, on its own account or jointly with individuals or institutions, educational physical, social and re-creative activities for the benefit of the apartment owners.
 - h. To frame rules, with the approval of the general meeting of the Association and after consulting the competent authority and may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association.
 - i. To do all things necessary for and otherwise provide for their welfare expedient for the attainment of the objects specified in these bye-laws.
- (2) 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 ASSOCIATIONS :-

- (1) All persons who have purchased apartments in the TOWN SQUARRE APARTMENT CONDOMINIUM and executed respective Declarations under section 5 submitting their apartment to 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



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the face value of Rs. 100/- each apartment owner shall receive a copy of the bye-laws on payment of one rupee.

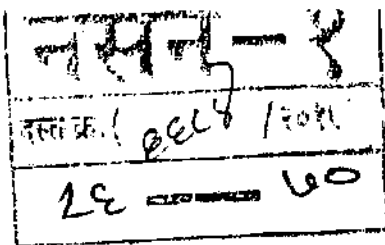
- (2) Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift under his will or otherwise, the purchaser or donee shall automatically become a member of the Association and shall be admitted as member on payment of the entrance fee of one rupee. The shares held by an apartment owner shall be transferred to the name of such purchaser or donee on payment of one rupee to the Association.

- (3) On the death of an apartment owners, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will or to the legal representatives of his estate, in case he has not made any specific bequest of the apartment.

The name of the legatees 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 TOWN SQUARRE APARTMENT CONDOMINIUM as apartment owner or joint apartment owners. Where any legatees is minor, the apartment owners 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 stands first in the share certificates shall alone have the right to vote.



7) **HOLDING OF ONE SHARE COMPULSORY :-**

Every apartment owners 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 questions of the election of members of the board or the President, Secretary, Treasurer or any other office bearer nor be entitled to stand for election to such office if he is in areas if any sum due from him in respect of his contributions for common expenses, for more than sixty days on the last day of the year preceding the year in which the elections to Board would take place.

CHAPTER - II

:: VOTING, QUORUM AND PROXIES ::

9) **VOTING :-**

Voting shall be on a percentage basis, and the percentage of the vote of which the owners is entitled is the percentage assigned to the family unit or commercial unit 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.

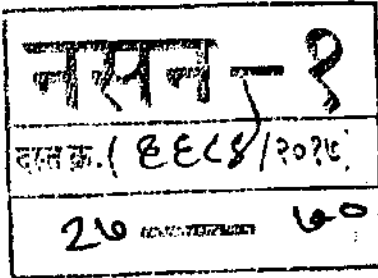
11) **VOTERS TO BE CAST IN PERSON :-**

Votes shall be cast in person.

CHAPTER - III

:: ADMINISTRATION ::

12) **POWERS AND OWNERS AND DUTIES OF ASSOCIATION :-**



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The Association will have the responsibility of administering the TOWN SQUARRE APARTMENT CONDOMINIUM approving the annual budget, establishing and collecting monthly assessment and arranging for the management of the TOWN SQUARRE APARTMENT CONDOMINIUM in an efficient manner. Except as otherwise provided, resolutions of the Association shall require approval by a majority of owners, casting votes in person.

13) PLACE OF MEETINGS :-

Meetings of the Association shall be held at suitable place convenient to the owners as may time to time be designated by the Association.

14) ANNUAL MEETINGS :-

The first annual meeting of the Association shall be held on 1st day of May each succeeding year. At such meetings there shall be elected by ballot of the apartment owners a Board in accordance with the requirements of by-laws.

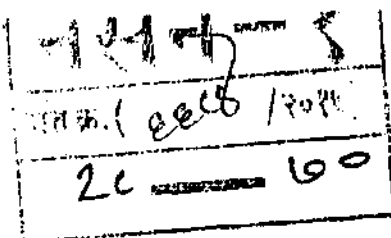
The owners may also transact such other business of the Association as may properly come before them.

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 a 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. The notices of any special meeting shall state the time and place of such meeting except as stated in the notice without the consent of four - fifths of the owners present in person.

16) NOTICE OF MEETING :-

It shall be the duty of the Secretary to mail or sent a notice of each annual or special meeting, stating the purpose thereof



as well as the time and place here it is to be held, to each apartment owner, at least 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this by-law shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be the Registrar..

17) ADJOURNED MEETINGS :-

If any meeting of owners can not 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 hours from the time the original meeting was called. 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 meeting 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 meting.
- d. reports of officers.
- e. Report of the Housing, Commissioner or the Registrar or the officer duly authorized by them, if present.
- f. Report of committees.
- g. Election of Board.
- h. Unfinished business, if any.
- i. New business.

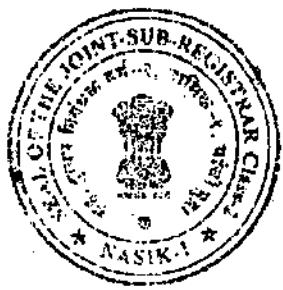
CHAPTER - IV

:: BOARD OF MANAGERS ::

19) MANAGEMENT OF ASSOCIATION :-

The affairs of the Association shall be governed by a Board.

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20) POWERS AND DUTIES OF BOARD :-

The Board 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 are not by law or by these bye-laws directed to be exercised and done by the owners.

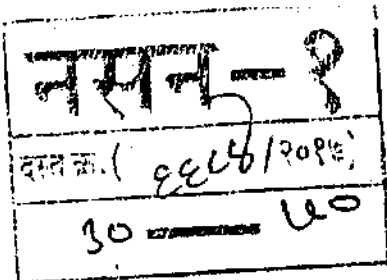
21) OTHER DUTIES :-

In addition to the duties imposed by these by-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 TOWN SQUARE APARTMENT CONDOMINIUM the common areas and facilities.
- b. Collection of monthly assessment from the owners.
- c. Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the TOWN SQUARE APARTMENT CONDOMINIUM the common areas and facilities and the restricted 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 sums due to the Association.
- f. To sanction working expenses, account cash balance and deal with other miscellaneous business.

22) MANAGER :-

The Board may employ for the Association a manager a compensation determined by the Board to prefer such duties and services as the Board shall authorize including but not limited to the duties listed in by-law 21.



23) ELECTION AND TERM OF OFFICE :-

At the first annual meeting of the Association, the term of office of two Managers shall be fixed for three years. The term of office shall be of two Managers shall be fixed at two years, and the term of office of one Manager shall be fixed at one year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three years. The manager shall hold 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 they will expire in different years).

24) VACANCIES :-

Vacancies in the Board caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the 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.

25) REMOVAL OF MANAGERS :-

At any regular or special meeting duly called any 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 at the meeting.

26) ORGANIZATION MEETING :-

The first meeting of a newly elected Board shall be held, within ten days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected and no notice shall be necessary to the newly

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elected Managers in order legally to constitutes such meeting, provided a majority of the whole Board shall be present.

27) REGULAR MEETINGS :-

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

28) SPECIAL MEETINGS :-

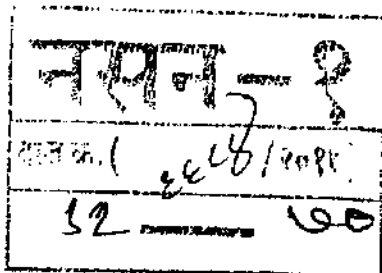
Special meetings of the Board may be called by the President on three days notice to each Manager, given personally or by mail or telegraph which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in the like manner and on like notice on the written request of at least three Managers.

29) WAIVER OF NOTICE :-

Before or at any meeting of the Board any Manager, may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance 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 and any business may be transacted at such meeting.

30) QUORUM :-

At all meetings of the Board, one third 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, the majority of those 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.

31) FIDELITY BONDS :-

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

CHAPTER - V

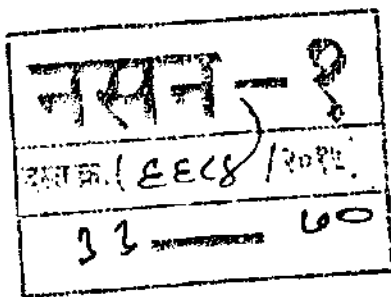
:: OFFICERS ::

32) DESIGNATION :-

The principal officer of the Association shall be a Pre 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 officer as in their judgment may be necessary. (In the case of an association of one hundred owners or less the offices of Treasurer and Secretary may be filled by the same person).

33) ELECTION OF OFFICERS :-

The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold offices at the pleasure of the Board.



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34) 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 cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

35) PRESIDENT :-

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

36) VICE - PRESIDENT :-

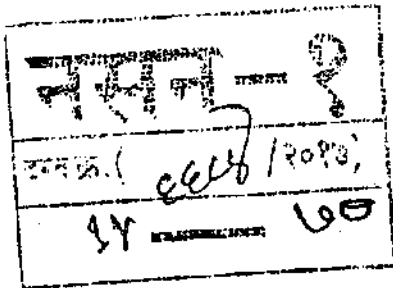
The Vice - President shall take place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice - President is able to act, the Board shall appoint some other member of the Board so to act on an interim basis. The Vice President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

37) SECRETARY :-

The Secretary shall keep the minutes of the meeting of the Board and the minutes of all meetings of the Association, he shall have charge of such books and papers general, perform all the duties incident to the office of Secretary.

38) TREASURER :-

The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and



accurate accounts of all receipts and disbursements in books belonging to the association. He shall be responsible for the deposits of all moneys and other valuable effects in the name of and to the credit of the Association in such depositories as may from time to time be designated by the Board.

CHAPTER - VI

:: OBLIGATION OF THE APARTMENT OWNERS ::

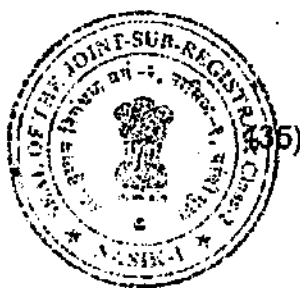
39) ASSESSMENTS :-

All owners are obliged to pay monthly assessment imposed by the Association to meet all expenses relating to the TOWN SQUARE APARTMENT CONDOMINIUM, which may include an insurance for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made pro-rata according to the value of the unit owned as stipulated in the declaration. Such assessments shall include monthly payments to a General Operating Reserve Fund for Replacements.

40) MAINTENANCE AND REPAIR :-

- (1) Every owner must perform promptly, all maintenance and repair work within his own unit, which if omitted would affect the TOWN SQUARE 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, telephone, air conditioner, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expenses of the apartment owner concerned.

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

41) USE OF FAMILY UNITS OR COMMERCIAL UNITS - INTERNAL CHANGES :-

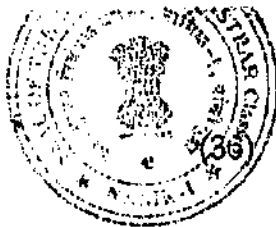
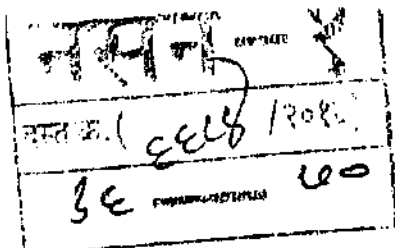
- (1) All units shall be utilized for residential purpose only.
- (2) An owner shall not make any structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the President of the Board if no Manager is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modifications, alterations or installation.

42) USE OF COMMON AREAS AND FACILITIES AND RESTRICTED COMMON AREAS AND FACILITIES :-

- (1) An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of TOWN SQUARE APARTMENT CONDOMINIUM and facilities of similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose that for normal transit through them.

43) RIGHT OF ENTRY :-

- (1) An owner shall grant the right of entry to the Manager or to the other person authorized by the Board or the Association in case of any emergency originating in or threatening 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 enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services provided that requests for entry are made in advance and that such entry is at a time



convenient to the owner. In case of an emergency, such right of entry shall be immediate.

44) RULES OF CONDUCT :-

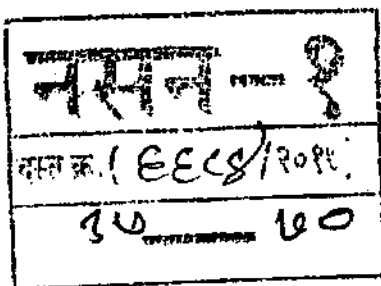
- (1) No resident of the TOWN SQUARE APARTMENT CONDOMINIUM shall post any advertisement or posters of any kind in or on the building except as authorized by the Association.
- (2) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the municipal sanitary by-laws or regulations.
- (3) It is prohibited to hang garments, rugs, etc. from the windows, balconies or from any of the accedes of TOWN SQUARE APARTMENT CONDOMINIUM
- (4) It is prohibited to dust rugs, etc. from the windows or to clean rugs, etc. by beating on the exterior part of the said Condominium.
- (5) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installation is not provided, all garbage or trash shall be collected in a vessels and thrown in the municipal dust bin.
- (6) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air-conditioning units, etc. On the exterior of the TOWN SQUARE APARTMENT CONDOMINIUM or that protrude through the wall or the roof of the condominium except as authorized by the Association.

CHAPTER - VII

:: FUNDS AND THEIR INVESTMENTS ::

45) FUNDS :-

Funds may be raised by the Association in all or any of the following ways, namely :-



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- a. By shares,
- b. By contributions and donations from the apartment owners,
- c. From common profits which shall form the nucleus of the Reserve fund,
- d. By raising loans, if necessary, subject to such terms and conditions as the Association with the approval of the Competent Authority, may determine in this behalf.

46) INVESTMENTS :-

The Association may invest or deposit its funds in one or more of the following :-

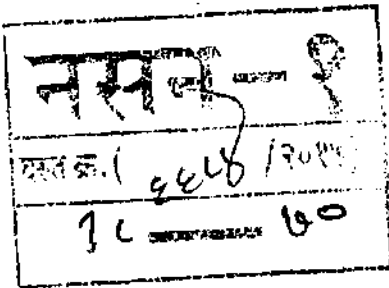
- a. In the Central Co-Operative Bank or in the State Co-operative Bank, or
- b. In any of the securities specified in Sec. 20 of the Indian Trust Act, 1882, or
- c. In any Co-operative bank other than those referred to in clause (a) of the by-law, or in any Banking company approved for this purpose by the Association.

47) AFFILIATIONS :-

Should there be any Federation of apartment owners in the locality in which the TOWN SQUARRE APARTMENT CONDOMINIUM is situate, the Association may, after consulting the competent authority, become a member thereof, and pay the sums from time to time payable to such Federation under the rules thereof.

48) ACCOUNTS :-

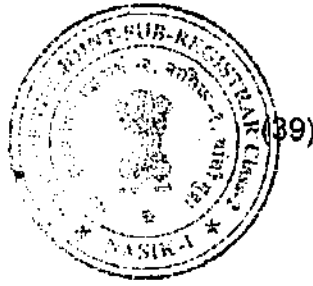
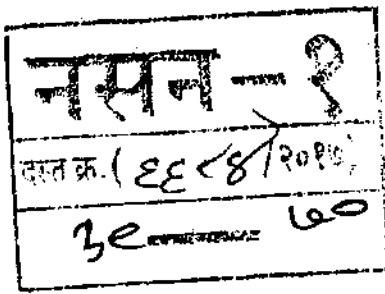
- (1) A banking account shall be opened by the Association in to which all moneys received on behalf of the Association shall be paid, provided that the Secretary may retain in his personal custody an amount not exceeding Rs. 100/- for petty expenses. All payments above Rs. 20/- shall be made by cheques signed by the Secretary, and one member of the Board.



- (2) 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 common areas and contributions towards common expenses, and his share of assessment and other dues, if any, in respect for his apartment.
- (3) The Association shall on or before 31st July in each year publish an audited annual financial statement in respect of the common areas and facilities containing-
 - a. The profit and loss account,
 - b. the receipts and expenditures of the previous financial year, and
 - c. a summary of the property and assets and liabilities of the common areas and facilities 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.
- (4) The audited financial 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 15 August every year.
- (5) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement a similar list of loaners. The financial statement shall state up to what date profits and expenses of common areas are included.

49) PUBLICATION OF ACCOUNTS AND 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.



50) 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 herein before provided and shall examine the annual return and verify the same, with the accounts relating thereto and shall either sign the same as found by him to be correct, duly vouched and accordance with law, or specially report to the Association in what respect the funds it is incorrect, unvouched or not in accordance with law.

51) 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 and facilities (including limited common areas and facilities) and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER - VIII

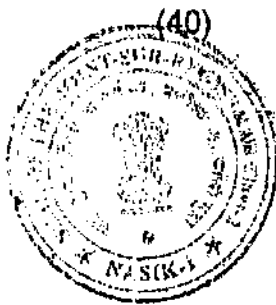
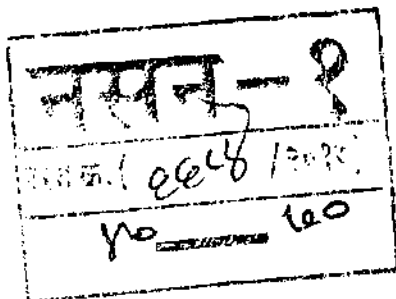
:: MORTGAGEES ::

52) 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".

53) NOTICE OF UNPAID ASSESSMENT :-

The Association shall at the request of a mortgagee of a unit report any unpaid assessment due from the owner of such unit.



CHAPTER - IX

:: COMPLIANCE ::

54) COMPLIANCE :-

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

55) SEAL OF THE ASSOCIATION :-

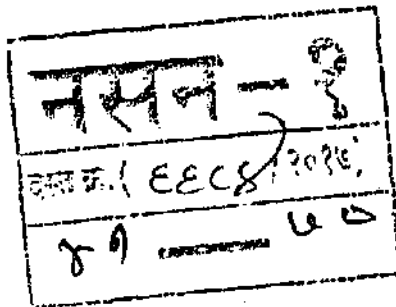
The Association shall have a common seal which shall be in the custody of the Secretary, and shall be used only under the authority of a resolution of the Board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board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

CHAPTER - X

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56) AMENDMENTS OF BY-LAWS :-

These by-laws 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% of the total value of all units in the TOWN SQUARRE APARTMENT CONDOMINIUM as shown in the Declaration.



(41)

IN WITNESS WHEREOF THE GRANTORS HAVE SET
THEIR HANDS ON THIS DECLARATION ON THIS 20TH DAY OF
SEPTEMBER IN THE YEAR TWO THOUSAND SEVENTEEN AT
NASHIK.

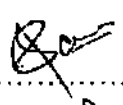
SIGNED, SEALED & DELIVERED
by the GRANTORS -

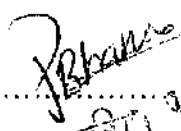
1. Mr. VINOD LALITKUMAR CHHAJED,
2. Mr. SANDIP NAYANSUKH BHROMECHA,
3. Mr. SUSHIL PUKHRAJ RACCA,
4. Mr. PRAKASH KAPURCHAND KOTECHEA,
5. Mrs. VIMALA PRAKASH KOTECHEA,
6. Mr. SACHIN PRAKASH KOTECHEA,
7. Mr. RAHUL PRAKASH KOTECHEA,
Through their G.P.A. holder
8. NIRMITI BUILDTEK
Through it's partners
- A) MR. YASHPAL ABHAY TATIYA,



- B) MR. DEEPAK BALASAHEB DHARRAO,

In the presence of ...

1. 
Sandip Pawar

2. 
प्रदीप धार