341/6164 पावती Original/Duplicate

Friday,July 02 ,2021 नोंदणी क्रं. :39म

12:04 PM Regn.:39M

पावती क्रं.: 7970 दिनांक: 02/07/2021

गावाचे नाव: गंगापुर

दस्तऐवजाचा अनुक्रमांक: नसन4-6164-2021

दस्तऐवजाचा प्रकार : घोषणापत्र

सादर करणाऱ्याचे नाव: श्री. रमेश हरी शेवगेकर व सौ. विद्या रमेश शेवगेकर यांचे जनरल मुखत्यार अहिरराव बिल्डकॉन प्रा. लि. कंपनी करिता डायरेक्टर, 1. श्री. अमोल शशिकांत अहिरराव -

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 800.00
पृष्ठांची संख्या: 40	
एकूण:	रु. 900.00

सह दुय्यम निबंधक वर्ग-२
नाशिक-४.

बाजार मुल्य: रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: DHC रक्कम: रु.800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0107202120781 दिनांक: 02/07/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003069553202122E दिनांक: 02/07/2021

बँकेचे नाव व पत्ता:

मुळ दस्त परत

02/07/2021

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 4
दस्त क्रमांक : 6164/2021
नोंदणी :
Regn:63m

गावाचे नाव : गंगापुर

(1)विलेखाचा प्रकार	घोषणापत्र
(2)मोबदला	0
(3) बाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद कराये)	1
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन:, इतर माहिती: मौजे गंगापूर,ता. जि. नाशिक येथील स.नं. 86/3 पैकी प्लॉट नं. 1 व 2 यासी एकूण क्षेत्र 550.31 चौ. मी. यावर बांधकाम केलेली स्वानंदी ब्लॉसम अपार्टमेंटचे घोषणापत्र((Survey Number : 86/3 ; Plot Number : 1&2 ;))
(5) क्षेत्रफळ	1) 550.31 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्री. रमेश हरी शेवगेकर व सौ. विद्या रमेश शेवगेकर यांचे जनरल मुखत्यार अहिरराव बिल्डकॉन प्रा. लि. कंपनी करिता डायरेक्टर, 1. श्री. अमोल शशिकांत अहिरराव - वय:-42; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: यशील अपार्टमेंट, एन. डी. पटेल रोड, नाशिक., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, नाशिक. पिन कोड:-422001 पॅन नं:-AAJCA8198F 2): नाव:-2. सौ. सोनाली अमोल अहिरराव यांचे विशेष मुखत्यार श्री. अमोल शशिकांत अहिरराव - - वय:-38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: यशील अपार्टमेंट, एन. डी. पटेल रोड, नाशिक. , ब्लॉक नं: -, रोड नं: -, NASHIK CITY, NASHIK CITY. पिन कोड:-422001 पॅन नं:-AAJCA8198F
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करुन दिल्याचा दिनांक	02/07/2021
(10)दस्त नोंदणी केल्याचा दिनांक	02/07/2021
(11)अनुक्रमांक,खंड व पृष्ठ	6164/2021
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	

सूची क्र.II
नोंदणी नंतरची प्रथम प्रत
संगणकीय अभिलेखातील प्रत
अरसल बरहुकुम नक्कल

सह दुय्यम निबंधक-वर्ग-२
नाशिक-४

मुल्यांकनासाठी विचारात घेतलेला तपशील:- मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- Affidavit

JOINT SUB-REGISTRAR CLASS-2 ★ NASIK-IV ★ SEAL OF OFFICE

Payment Details

Sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Ramesh Hari Sheogekar and others	eChallan	69103332021070114430	MH003069553202122E	100.00	SD	0001436415202122	02/07/2021
2		DHC		0107202120781	800	RF	0107202120781D	02/07/2021
3	Ramesh Hari Sheogekar and others	eChallan		MH003069553202122E	100	RF	0001436415202122	02/07/2021

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

CHALLAN

MTR Form Number-6

GRN	MH003069553202122E	BARCODE		Date	01/07/2021-12:31:20	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NSK4_NASHIK 4 JOINT SUB REGISTRAR	Full Name	Ramesh Hari Sheogokar and others
Location	NASHIK		
Year	2021-2022 One Time	Flat/Block No.	S. No. 98/3, Plot No. 1 and 2
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	100.00	Road/Street	Swanandi Blossom Apt. Declaration
0030063301 Registration Fee	100.00	Area/Locality	Gangapur Nashik
		Town/City/District	
		PIN	4 2 2 0 1 3
		Remarks (If Any)	PAN2=AAJCA8198F~SecondPartyName=Ahirrao Buildcon through Amol Shashikant Ahirrao~
Total	200.00	Amount In Words	Two Hundred Rupees Only

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	6910333202107011443O	2686973994
Cheque/DD No.		Bank Date	RBI Date	01/07/2021-12:32:06	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9423963054

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

नसन-४
दस्त क्र.(६९६४ /२०२१)
9 — 3C

SEAL OF THE JOINT SUB-REGISTRAR CLASS-II NASHIK-IV

Print Date 01-07-2021 12:32:18

DECLARATION.

(Under the provisions of the Maharashtra Apartment Ownership Act 1970)

THIS DECLARATION is made at Nashik on this 2nd day of July in the Christian year 2021 at Nashik.

नसन-४
दस्त क्र. ६१६४ (२०११)
2 — ३८



1. Mr. Ramesh Hari Sheogekar –age 71

2. Mrs. Vidya Ramesh Sheogekar–age 63

both R/o. Nashik

Through its Power of Attorney Holder & Developer...

Ahirrao Buildcon, Pvt. Ltd.Company (Pan No. AAJCA 8198F)

Through its Directors,

1.Mr. Amol Shashikant Ahirrao

Age- 42 Yrs. Occ. Builders & Developers

2. Mrs. Sonali Amol Ahirrao

Age- 38 Yrs. Occ. Builders & Developers

No. 1 for himself & Special Power Attorney holder of No. 2.

both R/o. Flat No. 4, Yatin Apt. N.D. Patel Road, Nashik

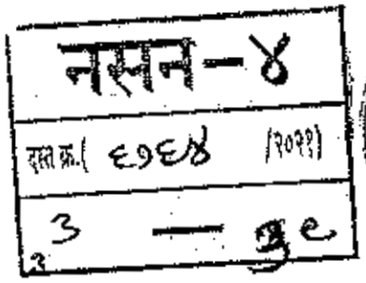
Who are the grantors and also hereinafter for the sake of brevity referred to as the ***GRANTOR/BUILDER DEVELOPERS.***

I. WHEREAS the Grantor 1. Mr. Ramesh Hari Sheogekar & others (hereinafter referred to as the land owner) are the absolute and exclusive owner and otherwise well and sufficiently entitled to all that piece and parcel of the vacant land, bearing Plot No. 1 and 2 total area adm. 550.31 sq.mtrs. out of S.No. 96/3 situated at Gangapur Tal & Dist. Nashik, more particularly described in the first schedule written hereunder and hereinafter referred to as the said property.

The Grantors/Land onwer have purchased the above said Plot No. 1 & 2 from Mrs. Lalita Baburao Patalpure by a registered sale deeds dated 22/01/2007, which is duly registered in the office of Sub Registrar Nashik at Sr. No. 690&691/2007.

The said land owner have entrusted the said plot for development to Builders & Developers Ahirrao Buildcon Pvt. Ltd Co. through its, Director Mr. Amol Shashikant Ahirrao & others by Development Agreement and General Power of Attorney dated 18/07/2013 registered in the office of Sub Registerar Nashik at Sr. No. 8241/2013 and 8242/2013 respectively.

Collector of Nashik has granted N.A.permission to the said survey number and Layout plan of the said survey number has been approved by Nashik Municipal Corporation Nashik.



AND WHEREAS as such the Granter/Developrs have absolute right to develop the said property by constructing a building thereon and enter into agreement of sale of the tenaments to the prospective purchaser at such price and the terms and conditions as he may deem fit and has right to construct a building on the said property and sell the constructed premises and to appropriate the sale proceeds thereof.

AND WHEREAS the developer has prepared a building plan and the said building plan has been approved by the Nashik Municipal Corporation under **Commencement Certificate No.** LND/BP/Satpur /B1/315/3642 dt. 21/11/2013 and as per the building plan the vendor has commenced the construction on the said property named as **Swanandi Blossom** (hereinafter referred to as the said building) having residential flats .

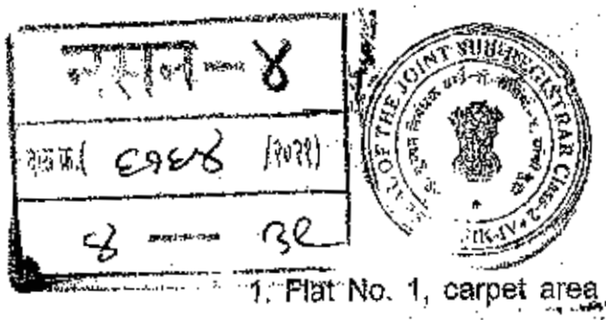
The grantor has constructed the said building for residential purpose in accordance with the sanctioned building plan, on the said piece of land, for use and occupation for residential purpose. The said building consists of Ground + upper floors, having total carpet area **982.87** sq. mtrs.

All the units are capable of independent use and occupation on account of they having their own exit to the comman areas and facilities and leadup to the main exit of the property. The units will be owned by one or more persons, each having a particular and exclusive property thereto, each apartment constituting heritable and transferable immovable property, within the meaning of common law for the time being in force in the state and also the undivided share in the general and /or restricted common areas and facilities of the building as enumerated herein below, necessary for their adequate use and enjoyment and hereinafter referred to as the General and / or restricted common areas and facilities all the same in accordance with the Maharashtra Apartment Ownership Act 1970.

IV. That this condominium shall be known as **Swanandi Blossom** and that the family units and common areas and facilities of the said project will be as under.

There are 24 Flats in Building of **Swanandi Blossom** and having separate entrance, common partitioned walls, parking facility

The area and such other details of each family units of Swanandi Blossom Apartment described in detail hereunder :



4..

1. Flat No. 1, carpet area Adm. 29.23 sq. mtrs. on 1st floor, in the building known as Swanandi Blossom Apartment owned by Manjula Vitthal Dandagavhal. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 4826/2016 dt. 30/06/2016.

2. Flat No. 2, carpet area Adm. 44.05 sq. mtrs. on 1st floor, in the building known as Swanandi Blossom Apartment owned by Ramesh Jagannath Waje & Sangita Ramesh Waje. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 1784/2018 dt. 26/02/2018.

3. Flat No. 3, adm. carpet area Adm. 44.05 sq. mtrs. on 1st floor, in the building known as Swanandi Blossom Apartment owned by Chandamal Mishrilal Bafna & Ranjana Chandamal Bafna. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 2883/2017 dt. 29/06/2017.

4. Flat No. 4, carpet area Adm. 45.43 sq. mtrs. on 1st floor, in the building known as Swanandi Blossom Apartment owned by Nitin Barku Patil & Meena Nitin Patil. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 4478/2017 dt. 29/06/2017.

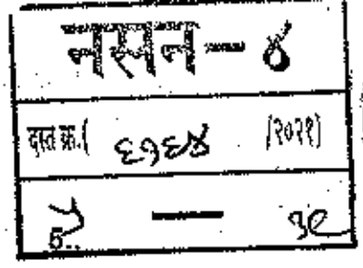
5. Flat No. 5, carpet area Adm. 44.05 sq. mtrs. on 1st floor, in the building known as Swanandi Blossom Apartment owned by Dipak Mahadu Bhadarge & Radhabai Mahadu Bhadarge. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 1292/2020 dt. 04/02/2020.

6. Flat No. 6, carpet area Adm.44.05 sq. mtrs. on 1ST floor, in the building known as Swanandi Blossom Apartment owned by Nitin Janardhan Pagare. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 4758/2017 dt. 04/07/2017

7. Flat No. 7, carpet area Adm. 29.25 sq. mtrs. on 2nd floor, in the building known as Swanandi Blossom Apartment owned by Datta Sukhadeo Patil & others. Agreement Registered in the office of Sub-registrar Nashik dated 29/06/2017.

8. Flat No. 8, carpet area Adm. 44.05 sq. mtrs. on 2nd floor, in the building known as Swanandi Blossom Apartment owned by Tukaram Kisanrao Bobade & Shobha Tukaram Bobade. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 9044/2017 dt. 29/12/2017.

9. Flat No. 9, carpet area Adm. 44.05 sq. mtrs. on 2nd floor, in the building known as Swanandi Blossom Apartment owned by Ranjana Pandit Dhondge & Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 7979/2015 dt. 06/11/2015.





10. Flat No. 10, carpet area Adm. 45.43 sq. mtrs. on 2nd floor, in the building known as Swanandi Blossom Apartment owned by Suresh Balu Gangurde & Hira Suresh Gangurde. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 8977/2016 dt. 27/12/2016.

11. Flat No. 11, carpet area Adm. 44.05 sq. mtrs. on 2nd floor, in the building known as Swanandi Blossom Apartment owned by Prashant Dadaji Patil & Yashoda Prashant Patil. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 6534/16 dt. 08/09/ 2016.

12. Flat No. 12, carpet area Adm. 44.05 sq. mtrs. on 2nd floor, in the building known as Swanandi Blossom Apartment owned by Balu Punjaram Bhoye & Durga Balu Bhoye. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 3399/2021 dt. 12/03/2021.

13. Flat No. 13, carpet area Adm. 29.25 sq. mtrs. on 3rd floor, in the building known as Swanandi Blossom Apartment owned by Rukhmini Laxman Tithe & Laxman Sitaram Tithe. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 7237/2017 dt. 27/10/2017.

14. Flat No. 14, carpet area Adm. 44.05 sq. mtrs. on 3rd floor, in the building known as Swanandi Blossom Apartment owned by Lucy William Dsouza. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 420/2016 dt. 16/10/2016.

15. Flat No. 15, carpet area Adm. 44.05 sq. mtrs. on 3rd floor, in the building known as Swanandi Blossom Apartment owned by Samadhan Gopichand Kale & Pratibha Gopichand Kale. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 4475/2017 dt. 29/06/2017.

16. Flat No. 16, carpet area Adm. 45.43 sq. mtrs. on 3rd floor, in the building known as Swanandi Blossom Apartment owned by Umesh Fudenlal Sharma & Seema Umesh Sharma. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 6707/2016 dt. 16/09/2016.

17. Flat No. 17, carpet area Adm. 44.05 sq. mtrs. on 3rd floor, in the building known as Swanandi Blossom Apartment owned by Sunil Shivaji Nannavare & Chaya Sunil Nannavare. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 4461/2017 dt. 29/06/2017.

18. Flat No. 18, carpet area Adm. 44.05 sq. mtrs. on 3rd floor, in the building known as Swanandi Blossom Apartment owned by Tushar Sadanand Vispute & Aruna Sadanand Vispute. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 421/2016 dt. 16/01/2016

नसन-४
दस्त क्र. (६१६४ /२०२१)
६ — ३८

19. Flat No. 19, carpet area Adm. 29.25 sq. mtrs. on 4th floor, in the building known as Swanandi Blossom Apartment owned by Prashant Bhimrao Desale & Vaishali Prashant Desale. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 4464/2017 dt. 29/06/2017.

20. Flat No. 19A, carpet area Adm. 39.58 sq. mtrs. on 4th floor, in the building known as Swanandi Blossom Apartment owned by Tejal Kirit Shah. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 2546/2016 dt. 31/03/2016.

21. Flat No. 19B, carpet area Adm. 39.58 sq. mtrs. on 4th floor, in the building known as Swanandi Blossom Apartment owned by Sagar Rajendra Varma. Agreement Registered in the office of Sub-registrar Nashik at Sr. No. 2377/2016 dt. 26/03/2016.

22. Flat No. 20 carpet area adm. 41.30 sq. mtrs., in the building known as Swanandi Blossom Apartment -UNSOLD

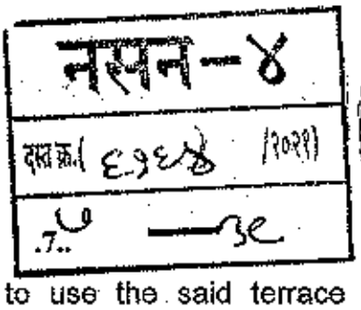
23. Flat No. 20A carpet area adm. 39.58 sq. mtrs., in the building known as Swanandi Blossom Apartment -UNSOLD

24. Flat No. 20B carpet area adm. 39.58 sq. mtrs., in the building known as Swanandi Blossom Apartment -UNSOLD

V. The said Building is having approch entrance / main Gate of the building as per buliding plan, having total built up area **982.87** Sq. Mtrs having parking spaces on ground floor of the each family unit.

The area of the said total common land is as per the approved building plan annexed herewith. The septik tank is constructed underground for the Building separately. The plumbing network, electric network throughout the each unit, with seperate lights and electric fittings. Plot area shall remain undivided and no owner shall bring any action against common use.

The building have been constructed on the basis of F.S.I. proportionate as 1:1 in case, of any increase in the F.S.I. rules, thereby allowance of further construction, the said right of further construction over the said project is strictly reserved by the **GRANTOR** in that case, the **GRANTOR** will have exclusive right to construct the upper floors by using balance FSI over the terrace of the building and dispose off either constructed portion or the right to construct, in any manner at the pleasure of the **GRANTOR.**





The Grantor is entitled to use the said terrace for launching / installing Mobile Tower and to receive the consideration thereof and retained the same for himself. So also the Grantor is entitled to raise additional construction if any, over the said terrace or to give the said terrace premises on lease, no family unit holder shall raise any objection for the same.

The apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment are not encumbered in any manner whatsoever on the date of this declaration.

The Administration of **Swanandi Blossom** condominium consisting as aforesaid of the Building and parcel of land described in above paragraphs of this Declaration shall be in accordance with the provisions of this Declaration and with the provisions of the bye laws, which are made a part of this Declaration and are attached hereto as Exhibit B.

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 may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to a common area and facility of the said project, each family unit owner having an exclusive and particular right, title and interest whatsoever his respective family unit and in addition the specified undivided interest in the common areas and facilities and / or restricted common areas and facilities. That so long as the Grantor shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto and the Grantor convenant to take no action which will adversely affect the rights of the Association of Apartment Owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of the Condominium. That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

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

नमुना-४
दस्त ६३८४ /२०११
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That the undivided interest in the general and / or restricted common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed conveyed or encumbered ith the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

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

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 instruments.

VII. That no apartment owner of a family 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 family unit.

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

That all present or future owners, tenants, future 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 family units or the mere act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and ratified, The respective family unit shall not be rented or given on leave and licence or care-taker basis by the apartment owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less that thirty days or (b) any rental or if the occupants of the family unit are provided customary hotel or boarding or lodging or paying guest services other than the

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forgoing obligations, the apartment owners of the respective family units shall have the absolute right to lease such unit or give it and leave and licence or care-taker basis provided that said lease or leave and licence or care-taker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bye-laws in Exhibit B attached hereto.

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.

VIII. That where a family unit is sold by a mortgagee in exercise of his 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 family unit, then neither the mortgagee nor the purchaser who derives title to the family units at such sale, or his successors or assigns shall be liable, for assessments 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 sub-ordinate to such mortgage.

IX. That in a voluntary conveyance of a family units, the grantee of the unit shall be jointly and severally liable with the Grantor 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 Grantor the amounts paid by the Grantee thereof, 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 Grantor due to the Association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a charge for, any unpaid assessments made by the Association of Apartment Owners against the Grantor in excess of the amount therein, set forth.

X. The Manager or Board of Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering family

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units but without prejudical to the right of the owner of a family unit to obtain individual family unit insurance.

The Manager, or Board of Mangers of the coverage shall be a common expense 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 blanket property insurance premiums as such premiums become due.

XI. That the right, title, interest of each of the family unit in general common area as and facilities mentioned above and common expenses for the same as well as the proportionate representation for voting purpose in the meeting of the Association of Apartment owner of said Condominium is equal based on the all family units, and each owner have proportionate ownership right over the said plot on which the said Scheme has been constructed.

VOTING SHARES :

Flat No.	**Name.**	**%**
1.	Manjula Vitthal Dandagavhal	2.974
2.	Ramesh Jagannath Waje Sangita Ramesh Waje	4.481
3.	Chandmal Mishrilal Bafna Ranjana Chandmal Bafna	4.481
4.	Nitin Barku Patil Meena Nitin Patil	4.622
5.	Dipak Mahadu Bhadarge Radhabai Mahadu Bhadarge	4.481
6.	Nitin Janardhan Pagare & others	4.481
7.	Datta Sukhdeo Patil & others	2.974
8.	Tukaram Kisanrao Bobade Shobha Tuakram Bobade	4.481
9.	Ranjana Pandit Dhondge	4.481
10.	Suresh Balu Gangurde Hira Suresh Gangurde	4.622
11.	Prashant Dadaji Patil Yashoda Prashant Patil	4.481

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12.	Balu Punjaram Bhoye	
	Durga Balu Bhoye	4.481
13.	Rukhmini Laxman Tithe	
	Laxman Sitaram Tithe	2.974
14.	Lucy William Dsouza	4.481
15.	Samadhan Gopichand Kale	
	Pratibha Gopichand Kale	4.481
16.	Umesh Fudenlal Sharma	
	Seema Umesh Sharma	4.622
17.	Sunil Shivaji Nannavare	
	Chaya Sunil Nannavare	4.481
18.	Tushar Sadanand Vispute	
	Aruna Sadanand Vispute	4.481
19.	Prashant Bhimrao Desale	
	Vaishali Prashant Desale	2.974
20.	Tejal Kirit Shah	4.026
21.	Sagar Rajendra Varma	4.026
22.	UNSOLD	4.201
23.	UNSOLD	4.026
24.	UNSOLD	4.026

THE SCHEDULE OF THE LANDED PROPERTY OF THE SWANANDI BLOSSOM APARTMENT :-

All that piece and parcel of the land of non agriculture tenure, bearing **Plot No. 1 and 2** out of sanctioned layout of **Survey No. 96/3,** total area admeasuring **550.31 sq. mtrs,** situated at **Gangapur** Tal. & Dist. Nashik within the limits of Registration and Sub-registration District Nashik, within the limits of Nashik Municipal Corporation which is bounded as follows:

On or towards **By.**

East : Open Space

West : 6 M. wide Colony Road

South : Adj. S.No. 95.

North : 7.5 M. wide Colony Road

IN WITNESS HEREOF, the parties have put their respective signatures of the day, date and year herein above mentioned.

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12..

SIGNED,SEALED & DELIVERED BY

the withinnamed Grantor/Developers.

1. Mr.Ramesh Hari Sheogekar

2. Mrs. Vidya Ramesh Sheogekar

through their G.P.A. holder

M/s. Ahirrao Buildcon Pvt. Ltd. company.

through its Directors,



1. Mr. Amol Shashikant Ahirrao

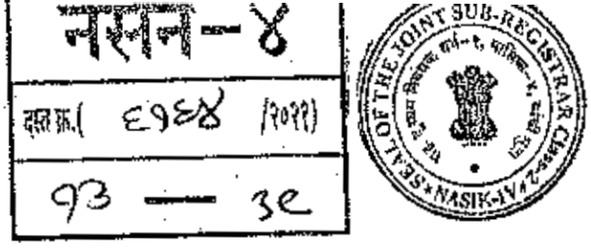


2. Mrs. Sonali Amol Ahirrao

WITNESSES.

1. Ashok S. Karade

2. दिपनाथ गाधव



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EXBIBIT "B"

(See clause 18)

Bye Laws of the BUILDING Swanandi Blossom Apartment condominium.

CHAPTER -1.

(1) **Short Title and application ::**

i) These bye-laws may be called the bye laws of **Swanandi Blossom Apartment** CONDOMINIUM.

ii) The Provisions of these bye-laws apply to the **Swanandi Blossom Apartment** CONDOMINIUM, All present or future owners, tenants, future tenants, or their employees, or any other person that might use the fail ties of the building in any manner, are subject to the regulations set forth in these bye-laws.

THE mere acquisition or rental or taking or licence of any of the family units / (hereinafter referred to as "UNITS") of the building or mere act of occupancy of any of the said units will signify that these bye-law are accepted, ratified,and will be complied with.

DEFINITIONS :

i) In these bye-laws, unless the context require 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 **Swanandi Blossom Apartment** CONDOMINIUM.,

C) BOARD means a Board of managers consisting of 5 persons of all whom shall be owners of apartment in the **Swanandi Blossom Apartment** CONDOMINIUM.

D) BUILDING means the building located at **Plot No. 1 and 2** out of sanctioned layout of **Survey No. 96/3,** total area admeasuring **550.31 sq. mtrs,** situated at Gangapur, Tal.Dist. Nashik, Tal. & Dist. Nashik, within the limits of Registration and Sub-registration District Nashik, within the limits of Nashik Municipal Corporation and known as the **Swanandi Blossom Apartment** CONDOMINIUM and includes the land forming part thereof;

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E) DECLARATION means the Declaration which all the owners of the building have executed and registered as provided in section 2;

F) MAJORITY OF OWNERS means those owners holding 51 percent of the votes in accordance with the percentages assigned in the Declaration;

G) Owner of apartment owner mean the person owning an apartment in the **Swanandi Blossom Apartment** Condominium;

H) " Section " means a section of the Act.

I) " Unit " means a family unit in the **Swanandi Blossom Apartment** Condominium.

(2) Words and expressions used in these bye-laws but not defined therein shall have the meaning respectively assigned to them in the Act.

(3) APARTMENT OWNERSHIP.

The building located at **Plot No. 1 and 2** out of sanctioned layout of **Survey No. 96/3,** total area admeasuring **550.31 sq. mtrs,** situated at Gangapur, Tal. & Dist. Nashik, Tal. & Dist. Nashik, within the limits of Registration and Sub-registration District Nashik, within the limits of Nashik Municipal Corporation known as **Swanandi Blossom Apartment** Condominium is submitted to the provisions of the Act.

(4) OBJECT OF ASSOCIATION.

1) The object of Association shall be : -

a) to be and to act as the Association of Apartment Owners of the building called as **Swanandi Blossom Apartment** (herein called "the said building") who have filed their respective declarations submitting their apartments to the provisions of the Act.

b) to provide 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.

c) To establish and carry on, on its own account or jointly with individuals of institutions, educational, physical, social and recreative activities for the benefit of the apartments owners;

d) To frame rules, with the approval of the general meeting of the association and after consulting the competent authority, establish a provident fund and grantuity fund, if necessary for the benefit of the employees of the association;

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e) To do all things necessary and/or other wise provide for their welfare expenditure for the attainment of the object specified in these bye-laws.

2) The association shall not act beyond the scope of its object without duly amending the provisions of these bye laws for the purpose.

(5) MEMBERS OF ASSOCIATION:

i) All persons who have purchased apartments in the **Swanandi Blossom 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 Rs.10/- as entrance fees and may purchase atleast one share of the face value of Rs. 250/- each, Each apartment owner shall receive a copy of the bye-laws on payment of Rs.25/-. ii) Upon any apartment owner settings his apartment is absolutely conveying the same by way of gift under his will of otherwise, the purchase or done shall automatically become a member of the association, and shall be admitted as member of payment of the entrance fee of one rupee., The shares held by an apartment shall be transferred to the name of such purchaser or done on payment of one rupee to the association.

iii) On the death of an apartment owner, the apartment of such apartment owner shall be transferred to the persons whom he be queaths the same by his will ,or to the legal reoresentative of the estate, in case he has not made by / any specified bequest of the apartment, The name of the legalee or thenames 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 **Swanandi Blossom Apartment** CONDOMINIUM as apartment owner or joint apartment owners, Where legalee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

(6) JOINT APARTMENT OWNERS :::

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

(7) HOLDING OF ONE SHARE COMPULSORY::

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Every apartment owner must hold at least one share of the association (joint apartment owners holding the shares jointly).

(8) DISQUALIFICATION :::

No apartment owner shall be entitled to vote on the questions of the election of members of the board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he is in arrears of any sum due from him in respect of his contributions for common expenses, for a more than sixty days on the last day of the year preceding the year in which the elections to the board would take place.

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(9) Voting :: Voting shall be on a percentage basis, and the percentage of the vote to which the owner is entitled is the family unit or units in the declaration.

(10) Quorum :: Except as otherwise provided in these bye-laws, the presence in person of a majority of owners shall constitute a quorum.

(11) Votes to be cast in person :: Votes shall be cast in person.

CHAPTER III.

ADMINISTRATION.

(12) Powers and duties of Association.

The association will have the responsibility of administrating the **Swanandi Blossom Apartment** CONDOMINIUM approving the annual budget, establishing and collecting monthly assessment and arranging for the management of the condominium in an efficient manner, Except as otherwise provided, resolution of the association shall require approval by a majority of owners, casting votes in person.

(13) Place of Meeting : Meeting of the association shall be held at suitable place convenient to the owners as may from time to time be designated by the association.

(14) Annual Meetings ::

The first annual meeting of the association shall be held by President, Thereafter, the annual meetings of the association shall be held on the 1st Sunday of every December each succeeding year, At such meetings, there shall be elected by ballot of the apartment owners a Board in accordance with requirements of bye-laws.