

Shiv Pride

8e92
28/11/2099

M. T. KULKARNI

9420891940 & 9767655008

MONIKA CONSTRUCTION THROUGH PROPRIETOR

MR. JAGDISH BABUBHAI KOTHIYA

"SHIV PRIDE APARTMENT"

DECLARATION DEED OF APARTMENT

MT

340 4912

पावती

Original/Duplicate

Thursday, July 25, 2019

नोंदणी क्र.: 39म

1:00 PM

Regn.: 39M

पावती क्र.: 5889 दिनांक: 25/07/2019

गावाचे नाव: पायडी

दस्तऐवजाचा अनुक्रमांक: तसन3-4912-2019

दस्तऐवजाचा प्रकार: घोषणापत्र

सादर करणाऱ्याचे नाव: मोनिका कन्स्ट्रक्शन सर्व् प्रोप्रायटर श्री. जगदीश बाबुसाई कोठीया - -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 500.00

पृष्ठांची संख्या: 25

एकूण:

रु. 600.00

आपणाम मूळ दस्त, पब्लिक रिट, मूची-२ अंदाजे

1:20 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik3

बाजार मूल्य: रु. 1/-

मोबदला रु. 1/-

परलेले मुद्रांक शुल्क : रु. 100/-

रा. दुय्यम निबंधक वर्ग-२
नाशिक-३

1) देयकाचा प्रकार: eChallan रकम: रु. 100/-

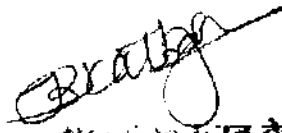
डीडी/घनादेश/ए ऑर्डर क्रमांक: MH004030910201920E दिनांक: 25/07/2019

बँकिचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 500/-

डीडी/घनादेश/ए ऑर्डर क्रमांक: 1607201901271 दिनांक: 25/07/2019

बँकिचे नाव व पत्ता:


रा. दुय्यम निबंधक वर्ग-२
नाशिक-३



25/07/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 3

दस्ता क्रमांक : 4912/2019

नोदणी :

Regn-63m

गावाचे नाव : पाथडी

(1) विलेखाचा प्रकार घोषणापत्र

(2) मोबदला 1

(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ने नमुद करावे)

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

1) पाथडीचे नाव: नाशिक म.न.पा. इतर वर्णन : इतर माहिती: मौजे पाथडी सर्व्हे नंबर 330/1 ते 7/2/3 यांसी प्लॉट नंबर 16/17/18/19 यांसी एकूण क्षेत्र 1126.50 चौ.मी. पैकी पुर्व दिशेकडील क्षेत्र 667.50 चौ.मी वरील शिवप्राईड अपार्टमेंट ए व की विंग मधील सदनांकांचे घोषणापत्र((Survey Number : 330/1 ते 7/2/3 ; Plot Number : 16+17 ;))

(5) क्षेत्रफळ

1) 667.50 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, प्रतिवादिने नाव व पत्ता.

1): नाव:- मोनिका कन्स्ट्रक्शन र्हो प्रोप्रायटर श्री. जयदीश बाबुभाई कोठीया -- वय:-48; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: एएसई ओकार बंगलो, अश्विननगर सिडको नाशिक, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, नाशिक. पिन कोड:-422009 पॅन नं:-AGDPK8196J

2): नाव:- संमती देणार श्री. मधुभाई बाबुभाई कोठीया -- वय:-52; पत्ता:-, , , , एएसए 35 श्रीकृष्णकृपा अश्विन नगर सिडको नाशिक, बुधवार पेठ, MAHARASHTRA, NASHIK, Non-Government. पिन कोड:-422001 पॅन नं:-

(8) दस्तऐवज करून देणा-या पक्षकाराचे व विवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिने नाव व पत्ता

(9) दस्तऐवज करून दिल्याचा दिनांक 16/07/2019

(10) दस्त नोदणी केल्याचा दिनांक 25/07/2019

(11) अनुक्रमांक, खंड व पृष्ठ 4912/2019

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क 100

(13) बाजारभावाप्रमाणे नोदणी शुल्क 100

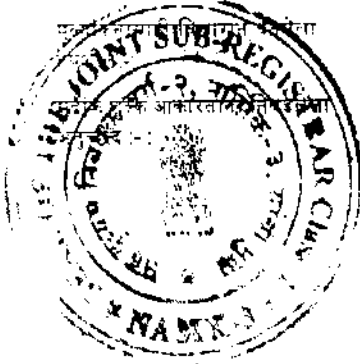
(14) शेरा

सूची क्र.11

नोदणी नंतरची प्रथम प्रत

अरुसल वरहुकुम नवकल

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३



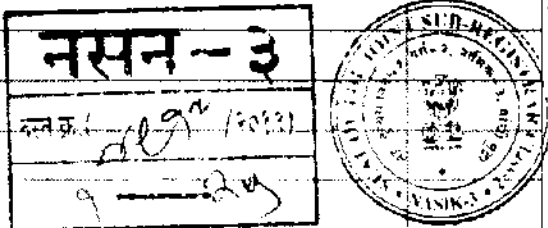
सुध्यांभनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणचा तपशील दस्तप्रकारानुसार आवश्यक नाही

Affidavit



CHALLAN
MTR Form Number-6



Grp	MH004030910201920E	BARCODE	NO FURTHER DOCUMENT TO BE FILED: SEE FORM NO. 600 OF 2019		Date	16/07/2019-10:40:09	Form ID	25.1
Department Inspector General Of Registration					Payer Details			
Stamp Duty					TAX ID (If Any)			
Type of Payment Registration Fee					PAN No.(If Applicable)			
Office Name NSK3_NASHIK 3 JOINT SUB REGISTRAR					Full Name		MONIKA CONSTRUCTION THROUGH	
Location NASHIK							PROPRIETOR JAGDISH BABUBHAI KOTHIYA	
Year 2019-2020 One Time					Flat/Block No.		330/1 TO 7/2/3	
Account Head Details				Amount in Rs.	Premises/Building			
030046401 Stamp Duty				100.00	Road/Street		SHIV PRIDE APARTMENT	
030093301 Registration Fee				100.00	Area/Locality		PATHARDI NASHIK	
					Town/City/District			
					PIN		4 2 2 0 0 9	
					Remarks (If Any)			
					SecondPartyName=MONIKA CONSTRUCTION THROUGH PROPRIETOR JAGDISH BABUBHAI KOTHIYA-			
				Amount in	Two Hundred Rupees Only			
Total				200.00	Words			
Payment Details BANK OF MAHARASHTRA					FOR USE IN RECEIVING BANK			
Cheque-DD Details					Bank CIN	Ref. No.	02300042019071615003	002200376
Cheque/DD No.					Bank Date	RBI Date	16/07/2019-10:41:03	Not Verified with RBI
Name of Bank					Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch					Scroll No. , Date		Not Verified with Scroll	

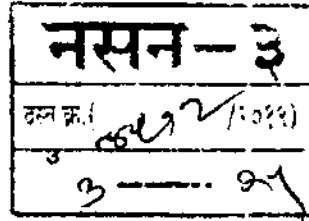
Document ID: 9767655908
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
नोंदणी केवल दस्तावेज के पंजीकरण के लिये ही मान्य है। नोंदणी न करवाये जाये दस्तावेज की राशर चलन लागू

Brath

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1607201901271	Date 16/07/2019
Received from monika kanstrakshan tarfe prayatar shri jagdish babubhai kothia - - Mobile number 9767655008, an amount of Rs.500/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office Joint S.R.Nashik 3 of the District Nashik.	
Payment Details	
Bank Name MAHB	Date 16/07/2019
Bank CIN 10004152019071601123	REF No. 002450547
This is computer generated receipt, hence no signature is required.	

नसम-३
दस्तावेज क्र. (२०७२/२०१९)
२-२५





DECLARATION DEED OF APARTMENT

This Deed of Declaration is made and executed at Nashik on this 16th day of JULY in the Christian year two thousand NINETEEN

BETWEEN

MONIKA CONSTRUCTION THROUGH PROPRIETOR MR. JAGDISH BABUBHAI KOTHIYA PAN CARD NO.AGDPK8196J Age 48 years, Occu. Business R/at.ASE-21, ONKAR BUNGALOW ASHWIN NAGAR CIDCO NASHIK 422009 hereinafter referred to as the "**GRANTOR OWNER /DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said firm, its time being partners, their legal heirs, successors, executors, administrators, assigns, etc.) Of the First Part;

AND

MR. MADHUBHAI BABUBHAI KOTHIYA PAN CARD NO.AGDPK8211A Age 52 years, Occu. Business R/at.SSA-35 SHREEKRUSHNA KRUPA ASHWIN NAGAR CIDCO NASHIK 422009 hereinafter referred to as the "**CONSENTING PARTY**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said firm, its time being partners, their legal heirs, successors, executors, administrators, assigns, etc.) Of the Second Part;

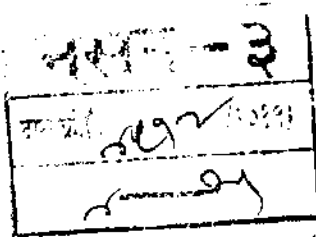
That the **GRANTOR OWNER / DEVELOPER** is the owner well seized and possessed of and otherwise entitled to all that Non Agricultural property bearing Plot No **16/17/18/19 total admeasuring 1126.50 sq.,mtrs.** from and out of Survey No. **330/1 TO 7/2/3** out of **East side admeasuring area 667.50 sq.mtrs.**

That as per order of the Collector of Nashik. The said survey No. **330/1 TO 7/2/3** converted non-agricultural tebnuree under the provision of S.44 of Maharashtra Land Revenue Code on MAH/DESK-3/NAP No /618/1989 dt. 02/11/1989 & final layout order issued by Assistant Director Town Planning bearing no Town Planning /Final/83/2433 dt. 22/09/1989

AND WHEREAS the **GRANOTR OWNER/DEVELOPER** has Purchased the said Plot NO. **16 & 17** admeasuring **690.00 sq.mtrs** from **C. N. PARAKH & DILIP J. RACCA** vide two different Sale Deeds dtd. **13/01/2013**, which is duly stamped and registered at the office of Joint Sub Registrar Class II Nashik at Document Serial No. **527/2013 & 528/2013** on **13/01/2013** Accordingly the names of **GRANOTR OWNER / DEVELOPER** are mutated in the revenue record vide **Mutation entry No. 17. 81**

AND WHEREAS the **CONSENTING PARTY** has Purchased the said Plot No. **18 & 19** admeasuring **510.00 sq.mtrs.** from **M. N. PARAKH & D.Y. DESHMUKH** vide two different Sale Deeds dtd. **31/12/2010**, which is duly stamped and registered at the office of Joint Sub Registrar Class II Nashik - 3 at Document Serial No. **1651/2011 & 1652/2011** on **07/02/2011** Accordingly the names of **CONSENTING PARTY** are mutated in the revenue record vide **Mutation entry No. 17581**

AND WHEREAS the **Grantor owner & Conselting party** submitted both the plots is approved and sanctioned by the Nashik Municipal Corporation Nashik for the said project on building to be constructed upon the said plots are got prepared and approved by the **Residential Executive Engineer Town Planning, Nashik Municipal Corporation, Nashik** under sanction of Building Permit & Commencement Certificate No. **LND / B-5-245 8327** dated **08/11/2017** and again the said building plan is revised under No. **LND/ BP/B-5/392/17362** dt. **07/03/2018** Asper the said building plan plot No. **16/17/18/19** amalgamated and mutation entry No. **26932** is certified in the record of rights of the said property. As per the said Mutation the said property is numbered as Plot No. No. **16/17/18/19** out of survey No. **330/1 to 7/2/3** total admeasuring **1126.50 sq.mtrs.**



AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Sr. No P51600013284

The Grantor & Consenting party has appointed Structural Engineer VIJAYA CONSULTANT MR. ASHOK JAMDAR for the said project.

That the Grantor Owner/Developer has developed **East** side area admeasuring **667.50** sq.mtrs. out of Plot No. **16/17/18/19** in the name of and style as **Shiv Pride** building consisting of **A & B wing Stilt floor to Third floor** 24 independent residential premises upon the land more particularly described in this deed and consenting party has developed **west** side area admeasuring **459.00** sq.mtrs. out of Plot No. **16/17/18/19** in the name of and style as **Shivalik sparsh** building consisting of **04 shop** Parking on ground floor & first to fourth floor having total **20** independent residential premises upon the land more particularly described in this deed.

The building plan is approved and sanctioned by the Nashik Municipal Corporation Nashik for the said project on building to be constructed upon the said plots are not prepared and approved by the **Residential Units Executive Engineer Town Planning, Nashik Municipal Corporation, Nashik** under Sanction of Building Permit & Commencement Certificate No. LND / B-5 245 8327 dated 04/11/2017 and again the said building plan is revised under No. LND / BP B 5 392 17302 dt. 07/03/2018. The Grantor Owner/Developer has constructed the building **Shiv Pride Apartment A & B Wing** as per the sanctioned building plan and the Nashik Municipal Corporation has issued completion Certificate on Executive Engineer Town Planning, Nashik Municipal Corporation, Nashik. जावक नंबर /नविमि/ २३२५१/२०१९ दिनांक ०६/०३/२०१९ The building shall be known as **Shiv Pride Apartment** condominium with its postal address Plot No. **16/17/18/19** from and out of Survey No. **330/1 to 7/2/3** admeasuring area **1126.50** sq.mtrs out of admeasuring area **667.50** sq.mtrs.

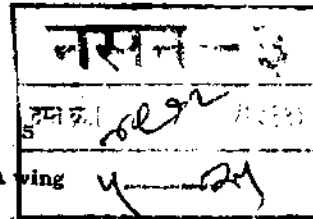
That area about **73.50** sq.mtrs. of the plot No. **16/17/18/19** out of said plot was transferred to NMC for widening of road and Mutation Entry No. **26932** is made and certified in the record of the said property.

AND WHEREAS the final conveyance Deed of Apartment of all Apartment holder is to be made, executed and registered by the Grantor owner/Developer in favour of respective Apartment owner and the consenting party herein give his un conditional consent for the same.

AND WHEREAS the said **A & B Wing 24 flats** apartments are situated on **Stilt Floor to Third Floor** in **SHIVPRIDE APARTMENT** are capable to be treated as an "Apartment" having all amenities and facilities to be used as an "Independent Individual Unit" with the facility of independent exit and the said constructed units can be considered as "Apartment" as contemplated under the said Act and said rules and the ownership thereof has been transferred to one or more persons, who is entitled to obtain a particular and exclusive property right thereto and each Apartment is immovable property within the meaning of any law for the time being in force in the state. (The Residential Flat/ Apartment shall hereinafter be referred to as the "Family Unit"). The said family units shall have an undivided interest in the General and / or common area of the said plots as listed hereinafter in the Deed, necessary for their adequate use and enjoyment and hereinafter referred to as the "said General and/or common areas & facilities" in accordance with The Maharashtra Apartment Ownership Act, 1970, the said Act and said Rules.

AND WHEREAS the "GRANTOR OWNER /DEVELOPER" have decided that the **Carpet** area in respect of the constructed **family units** Means the area of the said premises shall be calculated and measured on the basis of Net Carpet area of the flat.

The entire constructed building are consist of **A & B Wing 24 residential family units** particulars of which are as under-



Flat No	Area in Square meters	Floor
01	48.905	Stilt
02	29.15	Stilt
03	47.94	Stilt
04	48.905	First
05	29.15	First
06	47.94	First
07	48.905	Second
08	29.15	Second
09	47.94	Second
10	48.905	Third
11	29.15	Third
12	47.94	Third

B wing

Flat No	Area in Square meters	Floor
01	48.905	Stilt
02	29.15	Stilt
03	47.94	Stilt
04	48.905	First
05	29.15	First
06	47.94	First
07	48.905	Second
08	29.15	Second
09	47.94	Second
10	48.905	Third
11	29.15	Third
12	47.94	Third

AND WHEREAS this Condominium shall be known as **SHIVPRIDE APARTMENT** condominium:

1. The proportionate share in the said General & common area & facilities of each Apartment shall be available to the said Apartment, as described herein and as mentioned in the said plan attached to this Deed of Declaration as Exh. 'A'
2. The family & commercial units are described in detail, in the Schedule-II written hereunder, there under enumerating the number of rooms in each family unit and access to it.
3. The measurement of the family unit is based on "Built-up" area calculated by the Grantor Owner/Developer "Built-up" means the net out to our measurement of walls of the family unit, wall thicknesses which is inclusive of balcony, cupboards, passage etc. plus proportionate area of staircase landings etc. common passages plus 1/2 area of attached terraces. If provided.

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दस्तावेज क्र. (४८९५०९९)
६-२५



4. Each ~~unit~~ have independent access to the corridor and to its respective floor and/or to the ground.

5. Each unit in the said **SHIVPRIDE APARTMENT** shall have area and shape, as specifically shown in the said building plan, attached as Exh. "A" to the Deed of Declaration, together with the benefits thereof.

I] GENERAL COMMON AREAS & FACILITIES:

Following described areas and facilities shall be treated as properties of the family units owners and each unit owner shall have his/her interest and right in said common areas & facilities, proportionate to his/her ownership percentage as described, in detail, hereinafter the particular of the said common areas and facilities are as under -

- The common staircase of building shall be used by the member of family units of building in common, corridor or any other access available in the building, which is reasonably required to be used for entering into any family units in said building.
- The underground water tank, and overhead water tank constructed on the roof of the building for supply of water is common for all units in said building and drainage system thereof along with all fixtures of drainage and plumbing thereof.
- Common plumbing network throughout the said building.
- Common electric meter and lights thereof fitted in the common staircase portion.
- The water connection from municipal Corporation main line up to the building.
- The foundations and main walls, columns, and floor beams of the building, as described in the said plan attached as Exh. "A" to the Deed.
- The Common parking area available in building and terrace on the top of the building shall be used by the member of family units of building in common.
- One Common Lift with battery backup

II] RESTRICTED AREAS & FACILITIES:

The Grantor owner/Developer declares that the F.S.I. available for the construction is in the ratio of 1:1 for the said plots. The Grantor owner/Developer has utilized the total available F.S.I. of the said plot. In addition to that the Grantor owner/Developer has utilized additional F.S.I. of **223.98 sq.mtrs.** by availing T.D.R. benefits for constructing the building on the said plots.

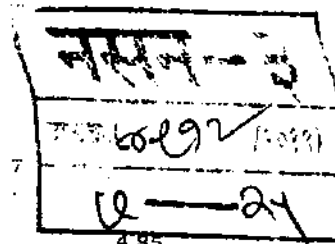
a) That the right, title and interest of each owner of a family unit located on each floor of the said building in respect of the premises in the said building shall be decided and calculated on the basis of following mentioned percentage of ownership. In case, a decision is required to be taken in respect of any issue relating to the said building, each **family unit** owner will have the voting right, as per the percentage of voting, as mentioned hereunder.

A wing

Flat No	Area in Square meters	% of voting rights
01	48.905	4.85
02	29.15	2.89
03	47.94	4.76
04	48.905	4.85
05	29.15	2.89
06	47.94	4.76
07	48.905	4.85
08	29.15	2.89
09	47.94	4.76
10	48.905	4.85
11	29.15	2.89
12	47.94	4.76

B wing

01	48.905	4.85
02	29.15	2.89
03	47.94	4.76



04	48.905	4.85
05	29.15	2.89
06	47.94	4.76
07	48.905	4.85
08	29.15	2.89
09	47.94	4.76
10	48.905	4.85
11	29.15	2.89
12	47.94	4.76

b) The proportionate representation for voting purposes, as provided hereinabove, may be limited in accordance with the provisions of the bye-laws attached hereto as Exh. B.

c) Areas and facilities, appertaining to the Apartments are not encumbered, in any manner whatsoever, on the date of this declaration.

The said scheme of **SHIVPRIDE APARTMENT** condominium is hereby declared as per the provisions of Maharashtra Apartment Ownership Act, 1970. That the interest and title of each family unit owner is described, in detail and the said common areas and facilities are described in detail. In the said scheme for the administration of the **SHIVPRIDE APARTMENT** Bye-laws are provided as per Exh. B.

For the purpose of the stamp duty and Registration fees and for the registration of the Deed of Apartment u/s 13 (5) of the said Act, the value of the **SHIVPRIDE APARTMENT** condominium is distributed as follows :-

a) Land described in para 1 here above is valued as shown in the books of account of the said apartment.

b) Building described in the plan Exh. "A", is valued approx. as shown in the books of account subject to cost of building materials etc. That the said common areas and facilities and/or restricted areas and facilities shall remain undivided and no other owner shall bring any action for partition or division thereof. That the percentage of undivided interest in the said common areas and facilities established herein, shall not be changed, except with the unanimous consent of all the Apartment owners, expressed in an Amendment to this Deed, duly registered.

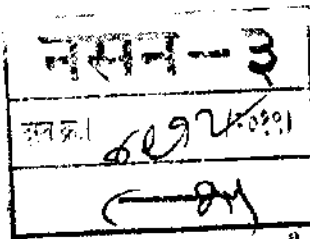
That the undivided interest in the said common areas & facilities & the restricted areas & facilities shall not be separated from the family unit to which it appertains & shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. That such Apartment owner shall comply with the provisions of this deed, the bye-laws, decisions and resolutions of the Association of Apartment owners or its representatives & failure to comply with any such provisions, decisions or resolutions, shall be a ground for an action to recover sums, due for damages or for injunctive relief. The Grantor Owner/Developer will be authorized to revise an amend or change the approved building plan in accordance of the rules & regulations of N. M. Corp. & according if found necessary the amendments will be carried in the said Deed of Declaration.

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:-

I) Charge, if any, on the family unit for payment of Government or Municipal taxes or both and

II) All sums unpaid on a first mortgage of the Apartment.

That if the property subjected 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. That in a voluntary conveyance of a family unit, the Grantee of the unit shall be jointly and severally liable with the Grantor Owner/Developer for all unpaid assessments by the Association of Apartment owners against the letter of his share of the common expenses up to the time of the grant of conveyance without prejudice to the Grantee's rights to recover from the Grantor Owner/Developer 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 for the amounts of the unpaid assessments against the grantor due to the association and such Grantee unit be conveyed, subject to



a charge for any unpaid assessments made by the Association of Apartment owners against the Grantor Owner/Developer in excess of the amount therein, set forth. That as appears above, a plan of Apartment ownership is hereby constituted under the provisions of the MAHARASHTRA APARTMENT OWNERSHIP ACT 1970, as so that the family units may be conveyed and registered as individual properties, independent on account of each having its own exist in the building, each family unit owner having an exclusive right, title and interest over his respective family unit & in addition, the specified undivided interest in the said General & Common areas & facilities hereinabove mentioned. That all present or future owners, tenants, or any other persons those 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 unit of the building or the mere act or occupancy of any of the said units shall signify that the provisions of this Deed are accepted and rectified. The respective family units shall not be rented out or given on leave and license or caretaker basis by the apartment owners thereof for transient or hotel purpose, which shall be defined as rental compensation or compensation for any period less than 30 days or any rental if any the occupants of the family units are provided customary hotel or boarding or lodging or paying guest service other than the foregoing obligations, the Apartment owners of the respective family units shall have the absolute right to leave such unit or given on leave & license basis of caretaker basis, provided that the said lease or leave & license or caretaker basis is a restriction contained in this declaration and made subject to the covenants and further subject to the bye-laws in Exh. B written hereunder.

That where a family unit is sold to a third party, the purchaser shall have power of sale under an English Mortgage and shall be bound to execute a Decree in a suit brought out by a third party against the owner of such a family unit at such sale or his successors or the purchaser shall be liable for assessments by the Association, which becomes due after the acquisition of the title by such acquirer, it being understood and agreed that the above shall not be construed to prevent the Association of Apartment owners from the filling and claiming charge for such assessments and enforcing the same as provided by law and that such a charge shall be subordinate to such mortgage.

IN WITNESS WHEREOF, the Grantor-Owner/Developer herein, has set and subscribed his hand to these presents on the day, month and year written first hereinabove.



SIGNED & DELIVERED BY THE WITHIN NAMED

GRANTOR OWNER/DEVELOPERS

MONIKA CONSTRUCTION THROUGH PROPRIETOR

MR. JAGDISH BABUBHAI KOTHIYA



SIGNED & DELIVERED BY THE WITHIN NAMED

CONSENTING PARTY

MR. MADHUBHAI BABUBHAI KOTHIYA

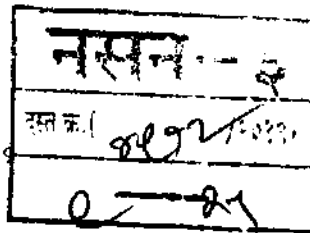
SCHEDULE OF THE SAID PROPERTY

REFERRED TO ABOVE

All that piece and parcel of land bearing Plot No 16/17/18/19 total admeasuring 1126.50 sq.mtrs. from and out of Survey No. 330/1 TO 7/2/3 out of East side admeasuring area 667.50 sq.mtrs. lying and being at PATHARDI within the limits of Nashik Municipal Corporation, Nashik, and Registration and Sub-Registration District of Nashik, Taluka and District of Nashik, which is bounded as shown below :

On or towards East : 9 mtrs wide Road

On or towards West : Shivalik Sparsh Apartment



On or towards South : NMC Open Space
On or towards North : 9 mtrs colony road

All the said property together with all things appurtenant thereto the together with all the rights of easement and access appurtenant thereto.

"SCHEDULE II"

Description of the various family & Commercial units in the **SHIVPRIDE APARTMENT** condominium building is as under:

FAMILY UNIT : There are **A & B Wing 24** family units on **Stilt Floor to Third Floor** which are numbered as type number one, two, etc. respectively.

A WING

FAMILY UNIT TYPE NUMBER ONE:- It is admeasuring and making a area of Carpet **48.905 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 7.38 sq.mtr** specifically known in Exh. "A". of this Deed.

FAMILY UNIT TYPE NUMBER TWO- It is admeasuring and making a area of Carpet **29.15 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 10.56 sq.mtr** specifically known in Exh. "A". of this Deed.

FAMILY UNIT TYPE NUMBER THREE- It is admeasuring and making a area of Carpet **47.94 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 3.60 sq.mtr** specifically known in Exh. "A". of this Deed.

FAMILY UNIT TYPE NUMBER FOUR : It is admeasuring and making a area of Carpet **48.905 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 7.38 sq.mtr** specifically known in Exh. "A". of this Deed.

FAMILY UNIT TYPE NUMBER FIVE : It is admeasuring and making a area of Carpet **29.15 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 10.56 sq.mtr** specifically known in Exh. "A". of this Deed.

FAMILY UNIT TYPE NUMBER SIX : It is admeasuring and making a area of Carpet **47.94 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 3.60 sq.mtr** specifically known in Exh. "A". of this Deed.

FAMILY UNIT TYPE NUMBER SEVEN: It is admeasuring and making a area of Carpet **48.905 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 7.38 sq.mtr** specifically known in Exh. "A". of this Deed.

FAMILY UNIT TYPE NUMBER EIGHT:- It is admeasuring and making a area of Carpet **29.15 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 10.56 sq.mtr** specifically known in Exh. "A". of this Deed.

FAMILY UNIT TYPE NUMBER NINE- It is admeasuring and making a area of Carpet **47.94 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 3.60 sq.mtr** specifically known in Exh. "A". of this Deed.

FAMILY UNIT TYPE NUMBER TEN- It is admeasuring and making a area of Carpet **48.905 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 7.38 sq.mtr** specifically known in Exh. "A". of this Deed.

FAMILY UNIT TYPE NUMBER ELEVEN : It is admeasuring and making a area of Carpet **29.15 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 10.56 sq.mtr** specifically known in Exh. "A". of this Deed.

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FAMILY UNIT TYPE NUMBER TWELVE : It is admeasuring and making a area of Carpet 47.94 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 3.60 sq.mtr specifically known in Exh. "A" of this Deed.

B WING

FAMILY UNIT TYPE NUMBER ONE:- It is admeasuring and making a area of Carpet 48.905 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 7.38 sq.mtr specifically known in Exh. "A" of this Deed.

FAMILY UNIT TYPE NUMBER TWO- It is admeasuring and making a area of Carpet 29.15 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 10.56 sq.mtr specifically known in Exh. "A" of this Deed.

FAMILY UNIT TYPE NUMBER THREE- It is admeasuring and making a area of Carpet 47.94 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 3.60 sq.mtr specifically known in Exh. "A" of this Deed.

FAMILY UNIT TYPE NUMBER FOUR: It is admeasuring and making a area of Carpet 48.905 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 7.38 sq.mtr specifically known in Exh. "A" of this Deed.

FAMILY UNIT TYPE NUMBER FIVE : It is admeasuring and making a area of Carpet 29.15 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 10.56 sq.mtr specifically known in Exh. "A" of this Deed.

FAMILY UNIT TYPE NUMBER SIX : It is admeasuring and making a area of Carpet 47.94 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 3.60 sq.mtr specifically known in Exh. "A" of this Deed.

FAMILY UNIT TYPE NUMBER SEVEN: It is admeasuring and making a area of Carpet 48.905 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 7.38 sq.mtr specifically known in Exh. "A" of this Deed.

FAMILY UNIT TYPE NUMBER EIGHT:- It is admeasuring and making a area of Carpet 29.15 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 10.56 sq.mtr specifically known in Exh. "A" of this Deed.

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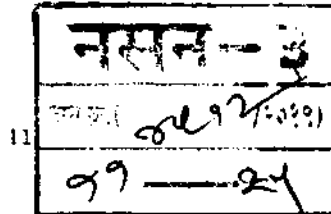
FAMILY UNIT TYPE NUMBER TEN- It is admeasuring and making a area of Carpet 48.905 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 7.38 sq.mtr specifically known in Exh. "A" of this Deed.

FAMILY UNIT TYPE NUMBER ELEVEN : It is admeasuring and making a area of Carpet 29.15 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 10.56 sq.mtr specifically known in Exh. "A" of this Deed.

FAMILY UNIT TYPE NUMBER TWELVE : It is admeasuring and making a area of Carpet 47.94 sq.mtrs & useable area of Open Balcony /utility/Cuboard/ Area 3.60 sq.mtr specifically known in Exh. "A" of this Deed.

BYE-LAWS OF SHIVPRIDE APARTMENT

1. SHORT TITLE AND APPLICATION: -These Bye-laws shall be called the bye-laws of the **SHIVPRIDE APARTMENT** condominium. The provisions of these bye-laws apply to the **SHIVPRIDE APARTMENT** condominium. All



the present or future owners, tenants, or their employees or any other person who might use the facilities of the building in any manner, are subject to the regulations set forth in these bye-laws. Mere acquisition or rental or taking of license of any of the commercial, family units (hereinafter referred to as the 'Units') of the building or mere act of occupancy of any of the said units will signify that these bye-laws are accepted, ratified and shall be complied with.

2. DEFINITION :

[I] in these bye-laws, unless the context requires otherwise,

- a) "Act" means the Maharashtra Apartment Ownership Act, 1970.
- b) "Association" means the association of all the Apartment owners constituted by such owners for the purpose of administration of the **SHIVPRIDE APARTMENT** condominium.
- c) "Board" means a Board of Managers consisting of five persons, all of whom shall be owners of Apartment in the **SHIVPRIDE APARTMENT** "condominium."
- d) "Building" means the building located at Plot No 16/17/18/19 total admeasuring 1126.50 sq.mtrs. from and out of Survey No. 330/1 TO 7/2/3 out of East side admeasuring area 667.50 sq.mtrs. lying and being at **PATHARDI** known as the **SHIVPRIDE APARTMENT** condominium or any part thereof.
- e) Declaration means a 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.M. of Owners' mean those owners holding 51 percent of the votes in a building with the percentage assigned in the Declaration.
- g) Owner' or Apartment Owner' means a person owing an Apartment in the **SHIVPRIDE APARTMENT** condominium. "Section" means a section of the Act.
- h) "Unit" means a Family unit, in the **SHIVPRIDE APARTMENT** condominium.
- i) Registrar means the Registrar of co-operative societies.
- j) Words expressions used these bye-laws, but not defined herein, shall have the meaning respectively assigned to them in the Act.

3. APARTMENT OWNERSHIP : The building located on Plot No 16/17/18/19 total admeasuring 1126.50 sq.mtrs. from and out of Survey No. 330/1 TO 7/2/3 out of East side admeasuring area 667.50 sq.mtrs. lying and being at **PATHARDI** known as the **SHIVPRIDE APARTMENT** condominium or any part thereof is submitted to the provisions of the Act.

4. OBJECTS OF THE ASSOCIATION:

[I] the objects of the Association shall be -

- a) to be and to act as the Association of Apartment owners of the building called **SHIVPRIDE APARTMENT** condominium constructed over Plot No 16/17/18/19 total admeasuring 1126.50 sq.mtrs. from and out of Survey No. 330/1 TO 7/2/3 out of East side admeasuring area 667.50 sq.mtrs. lying and being at **PATHARDI** (hereinafter called as the 'said building') who have filed their respective declarations submitting their apartments to the provisions of the act.
- b) to invest for deposit moneys ; to provide for the maintenance, repair and replacement of the said common areas and facilities by contribution from the Apartment owners, and if necessary, by raising loans for that purpose;
- c) to retain and rent or license, if possible, suitable portions of the common areas to outsiders for commercial purposes 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.
- d) To provide for and do all or any of the matters provided in sub-section (2) of the section 16, F.M. of the building, with the consent of the Apartment owners, any short term loan to any Apartment owners in case of any emergent necessity and to provide for payment thereof in lump sum or in installments.
- e) to establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and recreate activities for the benefit of the Apartment owners.
- f) 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.
- h) To do all things necessary or otherwise provided for their welfare, expedient for the

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Attachment obtained of the objects, specified in these bye-laws.
 II) 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 ASSOCIATION:

1) All persons who have purchased apartment in the **SHIVPRIDE APARTMENT** condominium and executed their respective Declaration u/s 5 submitting their apartment to the 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 the face-value of Rs. 100/- each. Each apartment owner shall receive a copy of the bye-laws on payment of the Fifty Rupees.

2) Upon any Apartment owners 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 share held by an Apartment owner shall be transferred in the name of such purchaser or donee on payment of one rupee to the Association.

3) On the death of an Apartment owner, his Apartment shall be transferred to the person or persons to whom he has bequeathed the same by his will or to the legal representative of his estate and in case he has not made any specific bequest of the Apartment, the name of the legatee 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 **SHIVPRIDE APARTMENT** condominiums apartment owner or joint apartment owners. Where any legatee 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 joint names, but, the person whose name appears first on the share certificate, shall alone have the right to vote.

7. HOLDING OF ONE SHARE COMPULSORY- 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 question of election of members of the Board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for contest election to such office, if he is in arrears of any sum due from him in respect of his contribution for common expenses for more than sixty days on the last day of the year preceding the year in which the elections to the Board would take place.

CHAPTER II

9. VOTING:

Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled to, is the percentage assigned to 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.

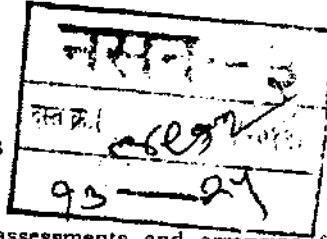
11. VOTES TO BE CAST IN PERSON-

Votes shall be cast in person.

CHAPTER III ADMINISTRATION

12. POWERS & DUTIES OF ASSOCIATION -

The Association will have the responsibility of administering the **SHIVPRIDE APARTMENT** Condominium approving the annual budget,



establishing and collecting monthly assessments and arranging for the management of the condominium in an efficient manner, except as otherwise provided, resolutions of the association shall require approval by a majority of owners, casting votes in persons.

13. PLACE OF MEETINGS: -

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

14. ANNUAL MEETINGS: -

The first annual meeting of the Association shall be held on in the month of June. Thereafter, the annual meeting of the Association shall be held on the 1st Sunday of June of each succeeding year. At such meeting, there shall be elected by ballot of the Apartment owners, a Board of Managers, in accordance with the requirements of bye-laws. 2. 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 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 official duty authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except, as stated in the notice, without the consent of 4/5th of the owners present in persons.

16. NOTICE OF MEETING: -

It shall be the duty of the secretary to mail or send a notice of each annual or special meeting, stating the purpose thereof, as well as, the time & place where it is to be held, to each Apartment owner at least two days two days but not more than seven days prior to such meeting. The mailing or sending of a notice in the manner provided in these bye-laws shall be considered as notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner or as the case may be to the Registrar.

17. ADJOURNED MEETING:-

If any meeting cannot 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 (48) hours from the time, the original meeting was called for. 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 meetings 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 meeting d) Report of officers. e) Report of the Housing Commissioner or the Registrar or of the Officer duly authorized by them, if present. f) Report of committees. g) Election of Board of Managers. h) Unfinished business, if any. i) New business. j) The members may also transact such other business of the Association, as may properly come before them.

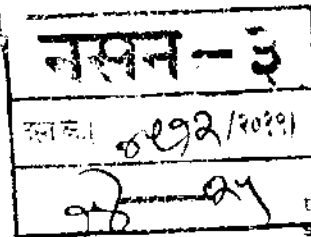
CHAPTER IV BOARD OF MANAGERS

19. MANAGEMENT OF ASSOCIATION:-

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

20. POWERS AND DUTIES OF BOARD:-

The Board of Managers 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 required attendance of 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 any business may be transacted at such meeting.

OTHER DUTIES:

In addition to the duties imposed by these bye-laws and a resolution of the association, the board shall be responsible for the following, that is to say -

- a) Care, upkeep and surveillance of the **SHIVPRIDE APARTMENT** areas and facilities and the restricted common areas and facilities, b) Collection of monthly assessment from owners,
- c) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the **SHIVPRIDE APARTMENT** condominium, the 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 f) Registers and Accounts books and to take steps for the recovery of all the dues to the Association, g) sanction working expenses, count cash balance and deal with other miscellaneous business, h) To see that the cash book is written properly and is signed daily by one of the members of Board, duly authorized for the purpose, i) To hear and deal with the complaints,

21. APPOINTMENT OF A MANAGER: The Board may employ for the Association a manager at a compensation so determined by the Board, to perform such duties and services, as the Board shall authorize, including but not limited to the duties listed in bye-law.

22. ELECTION AND TERM OF AN OFFICER: At the first annual general meeting of the Association, the term of office of the managers shall be fixed for three years. The term of office of one manager shall be fixed at one year. At the expiry of the initial term of office of each respective manager, his successors shall be elected to serve a term of three years. The managers shall hold the 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 it will expire in different years.)

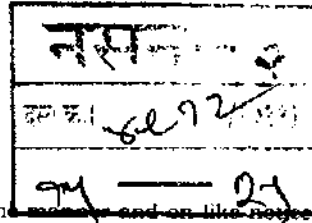
23. VACANCIES: Vacancies in the Board caused by any reason other than removal of a Manager by a vote of the Association, shall be filled by vote of majority of the remaining managers, even though they may constitute less than a quorum and each person so elected shall be a manager until a successor is elected at the next annual meeting of the Association.

24. REMOVAL OF MANAGERS : At any regular or special meeting, duly called, 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 in the meeting.

25. ORGANIZATION OF A MEETING: - The first meeting of the newly elected Board shall be held within 10 days of the election at such place as shall be fixed by the managers at the meeting at which the managers were elected and no notice shall be necessary to the newly elected managers in order to legally constitute such a meeting, provided a majority of the whole Board shall be present.

26. REGULAR MEETING: Regular meeting of the Board may be held at such a time and place, as shall be determined from time to time, by a majority of the Managers, but at least two such meeting 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 meeting.

27. SPECIAL MEETING: Special meeting 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) meeting of the Board) shall be



called by the president or Secretary in the morning and on like notice on the written request of at least 3 managers.

28. WAIVER OF NOTICE: Before or at any meeting of the Board, any manager, in writing, waives the notice of such a meeting and such a waiver shall be deemed equivalent to the issuing of such a notice. Attendance by a manager of 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 shall be required and any business may be transacted at such a meeting.

29. QUORUM: At all meetings of the Board 1/3rd 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 may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting originally called, may be transacted without further notice, provided there is a quorum present.

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

CHAPTER V OFFICERS

31. DESIGNATION: The principal officers of the Association shall be a 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 officers as in their judgment may be necessary (in case of an Association of 100 owners or less, the offices of treasurer and secretary may be filled by the same person.)

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

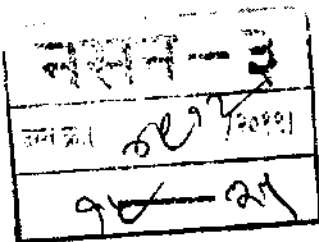
33. REMOVAL OF OFFICERS: Upon an affirmative vote of a majority of the Members of the Board, any officer may be removed either with or without any cause and his successor elected at any regular meeting of the Board of members or at any special meeting of the Board called for such purpose.

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

35. VICE-PRESIDENT: The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor and the vice president nor the vice president is able to act the Board shall appoint some other member of the Board, so as 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.

36. SECRETARY: The secretary shall keep the minutes of all the meetings of the Board and the minutes of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform the entire duties incidental to the office of a secretary.

37. TREASURER: The Treasurer shall be responsible for the Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in the books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such deposits, as may be, from time to time, designated by the Board.

**CHAPTER VI****OBLIGATIONS OF THE APARTMENT OWNERS**

38. ASSESSMENTS :- All owners are obliged to pay monthly assessments imposed by the Association to meet all expense relating to **SHIVPRIDE APARTMENT** which may include an insurance premium for a policy to cover repair and reconstruction work in case of fire, earthquake or other hazard of calamity. The assessment shall be made according to the value of the unit owned as stipulated in the declaration. Such assessment shall include monthly payments towards a sinking reserve and a reserve fund for replacement.

39. MAINTENANCE AND REPAIR - 1. Every owner must perform promptly all maintenance and repair work within his own unit which if omitted would affect the **SHIVPRIDE 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, partition, sewage, telephones, air conditioners sanitary installations, doors, windows, ramps, and all other accessories belonging to the doors windows lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned. 3. An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common areas and facility damaged through his fault.

40. Use of Family Units -Internal Changes:-

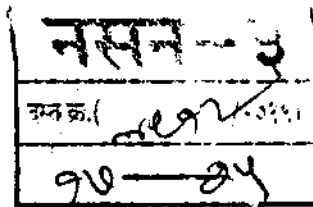
1. All units shall be utilized for their respective residential purpose only.
2. An owner shall not make any structural changes or alterations therein, without previously notifying the Association in writing to the president of the Board, if no manager is employed, the president shall have the obligation to answer within 30 days and failure to do so within the said stipulated time, shall mean that there is no objection to the proposed modification, alteration or installation.

41. USE OF COMMON AREAS & FACILITIES AND RESTRICTED COMMON AREAS AND FACILITIES:- An owner shall not place or cause to be placed in the lobbies, vestibules, staircases, elevators and other areas of **SHIVPRIDE APARTMENT** & facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

42. RIGHT OF ENTRY :- 1. An owner shall grant the right of entry to the Manager or to any other person duly authorized by the Board of the Association in case of an emergency originating in or there attending 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 entered his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services provided that a request for such an entry is a time convenient to the owner. However, in case of an emergency such right of entry shall be immediate.

43. RULES OF CONDUCT:-

1. No resident of the **SHIVPRIDE APARTMENT** shall post any advertisement or posters or any kind in or on the building, except, as authorized by the Association. ii) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the Municipal sanitary bye-laws or regulations. iii) It is prohibited to throw hang garments, rags, etc. from the windows, balconies or from any of the facades of the **SHIVPRIDE APARTMENT**
2. It is prohibited to throw dust, rags, etc. from the window or to clean, rugs, etc. from the window or to clean rugs, etc. by beating them on the exterior part of the said condominium.
3. It is prohibited to throw garbage or trash outside the disposal installations provided for such purpose in the service areas. If such installations is not provided all garbage or trash shall be collected in a vessel and thrown in the municipality dustbin.



4.No owner, resident or lease shall install wiring for electrical or telephone installations, television antennae, machine or air-conditioning units etc. on the exterior of the **SHIVPRIDE APARTMENT** of that protrude the walls or roof of that condominium except, as authorized by the Association.

CHAPTER VII

FUNDS AND THEIR INVESTMENT

44. FUNDS: -

Funds may be raised by the Association in all or any of the following ways, viz: -1.By shares 2.By contributions and donations from the apartment owners 3.From common profit which shall from the nucleus of the Reserve fund. 4.By raising loans, if necessary, subject to such terms & conditions, as the association, with the approval of the Competent Authority, may determine in his behalf.

45. INVESTMENT: -The association may invest or deposit its funds in one or more of the following:

1. In the District Central Co-Operative Bank or in the State Co-Operative Bank, or 2.In any of the securities specified in section 20 of the Indian Trust Act, 1882, or 3. In any co-operative bank other than those referred to in clause [a] of this by law or in any banking company approved for this purpose by the Association.

46.Affiliation: - Should there be any federation of Apartment owners in the locality, in which the **SHIVPRIDE APARTMENT** Association is suit at the Association may, after consulting the Competent Authority, become a member thereof and may the sums from time to time, payable to such federation and its members thereof.

47.ACCOUNTS: -A banking account shall be opened by the Association into 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. 500/- for petty expenses. All payment above Rs. 20/- shall be made by cheque, duly signed by the **Chairman & secretary** and one member of the Board.

1. 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 the common areas and contributions towards common expenses and his share of assessment and other dues, if any, in respect of his apartment.

2. The association shall in each year publish an audited financial statement in respect of the common areas and facilities containing:
The profit and loss account.

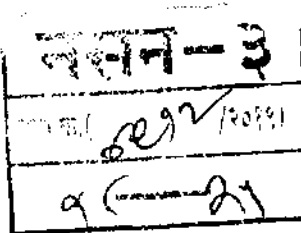
a) The receipts and expenditure of the previous financial year, and
b) A summary of the property and assets and liabilities of the Association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.

3. The audited 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 31st March every year.

4. Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement in a similar list of loans. The financial statement shall state up to what date profits and expenses of the areas are included.

48. PUBLICATION OF ACCOUNTS & 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.

49.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 hereinabove provided and shall examine the annual return, and verify the same, with the accounts relating thereto and shall enter sign the same as found by him to be correct, duly vouched and in accordance with law, or specially report to the Association in what report he finds it correct, un-vouched or not in accordance with law.



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

CHAPTER - VII MORTGAGES

51. 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.

52. NOTICE OF UNPAID ASSESSMENTS: The Association shall at the request of a mortgagee of a unit, report any unpaid assessments due from the owner of such unit.

CHAPTER - IX COMPLIANCE

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

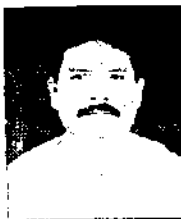
54. SEAL OF THE ASSOCIATION : The Association shall have a common seal which shall be in the custody of the secretary and shall be used only under the authority of a resolution of the Board, and every deed or instrument to which the seal is affixed, shall be signed for or on behalf of the Association by two members of the Board and the secretary or any other person duly authorized by the Association, in that order.

Chapter x

Chapter x Amendment to plan of Apartment Ownership

55. AMENDMENT OF BYLAWS- These bye law 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 percent of the total value of all units in the SHIVPRIDE APARTMENT Condominium as shown in the Declaration.

IN WITNESS WHEREOF, the Grantor-Owner Developer herein, has set and subscribed his hand to these presents on the day month and year written first hereinabove.



SIGNED & DELIVERED BY THE WITHINNAMED

GRONTOR OWNER/DEVELOPERS

MONIKA CONSTRUCTION THROUGH PROPRIETOR

MR. JAGDISH BABUBHAI KOTHIYA



SIGNED & DELIVERED BY THE WITHINNAMED

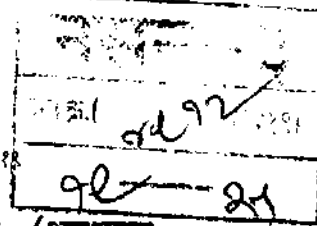
CONSENTING PARTY

MR. MADHUBHAI BABUBHAI KOTHIYA

WITNESS

1.

2.
Sanjay Shinde



घोषणापत्र / शपथपत्र

मी/आमी यादी करीत असून मी/आमी महाराष्ट्र शासनाच्या अधिनियम २०/११/१९६२ च्या अन्वये घोषणापत्र/शपथपत्र देत आहे.

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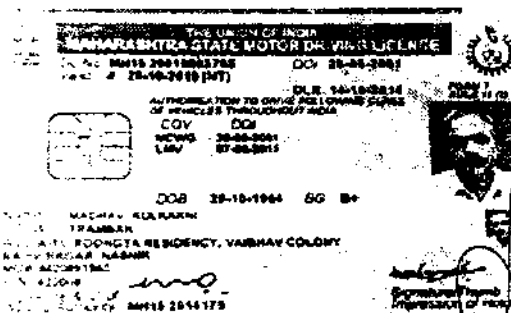
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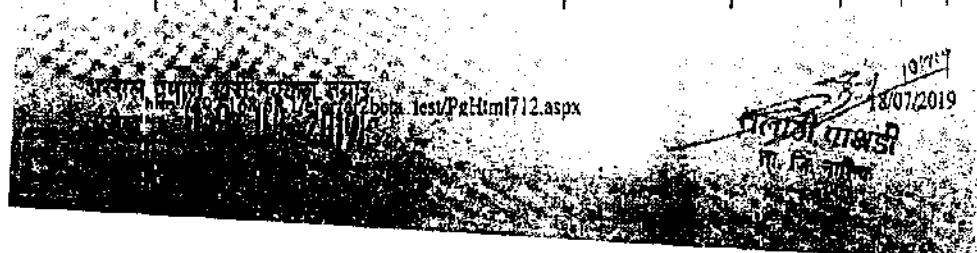
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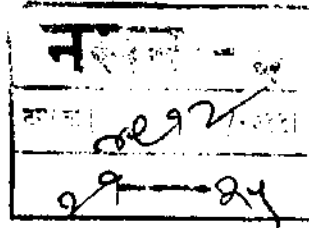


NAME: NARSHIBHAI KOTHIYA

SELF ATTESTED

BY ME





Maharashtra Real Estate Regulatory Authority

**REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'**

(Section 6A)

Whereas the project is registered under the provisions of the following project registration number:

Project Registration Number: 422009

Project Name: Babubhai Narsinhbhai Kothiyal, Nashik

Project Location: Nashik

Project Description: Residential Project

The project is registered under the provisions of the Maharashtra Real Estate Regulatory Act, 2016 and the rules and regulations made thereunder. The project is registered under the provisions of the Maharashtra Real Estate Regulatory Act, 2016 and the rules and regulations made thereunder.

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10/11/19
17/2019

Signature and
Digitally Signed by
Dr. Anant K. Kulkarni
Secretary
Maharashtra Real Estate Regulatory Authority

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



जावक क्र. / निनिधि / 2399 / 2899

दिनांक : ०६ / ०५ / २०१६

श्री. मधुबाई बाबुभाई कोटीया व इतर

पैन क्रमांक :

उत्तरदाता का नाम व पता : डॉक्टर बेनीब्रैजान नन्दा भागे पाथडी मीवार नासिक

आपला अर्ज क्रमांक बी-६/३९ दिनांक १०/०५/२०१९

अंक नं. : पञ्चमही इंडेक्स नं.

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राज्य-देवघान घेतो की, पाथरि शिवारातील/सि.स.नं., स.नं. 330/9 म 6/2/3

अ.भू. क्र. — मधील इमारतीच्या तळमजल्या नव्या रमजाले.

॥ जल संयंत्र परियोजना पत्राचार क्र. को-५ / ३२ / १०३६२ दिनांक ०७ / ०३ / २०१८ अन्वये

पिन-२०१००८३४/दरि./मुपरवायडार, श्री. अशोक जामदार रजिस्ट्रेशन क्र.

महाराष्ट्र सरकारचे संपूर्ण शासी असून निवासी/निवासेतर/सैद्धांतिक/ ~~निवासी + निवासेतर~~ कारणासाठी खालील अटी
मार्फत अर्जावरून इनामीचा वापर करणेस परवानगी देण्यात येत आहे.

2083. 18-24 मी. या पैकी निवासी 9949.25 निवासेतर 58.60 चौ.मी.

9000.56 चौ.मी. या पेकी निवासी 9051.92 निवासेतर 81.82 चौ.मी.

श. पैकी निवासी ————— निवासेतर ————— चौ.मी.

२२. उन्मत्त वापर निवासी निवासेतर (सेसेनिक) निवासी - निवासेतर कारणांकीताच करता येईल.

२- मरणात बदल करता येणार नाही. वापरात बदल करावयाचा झाल्यास इकडील कार्यालयाची पूर्व परवानगी घ्यावी लागेल.

३. विभागाचा अंतिम दाखला क्रमंक.

३. न्यायाधीशों की नियुक्ति का अधिकार संसदे को देना।

१. कर्णिके कर्णिकामी संबंधित विभाग संयोजक साधवत.

नये कानूनानुसार पाठ्या पूर्ण परीक्षाएं विगत वर्षामध्ये व बांधकामामध्ये कोणताही बदल करता येणार नाही, तसे केल्याचे नव्याने ठरविलेले नियमांतील तरतुदीनुसार कडक कारवाई करण्यात येईल.

मूल्य रु. १५१५०/- पी. नं. ६४/७२७६ ई. २/७/२०१६ व अर्थात् लक्षित रु. १३००/-

पान नं. १८ दि. ०५/०५/२०१९ अन्वये भरले आहेत.

कार्यकारी अभियंता

नगर नियोजन विभाग

नाशिक महानगरपालिका, नाशिक

2025 2024

भारत सरकार

S. M. J.

GOVT OF INDIA

$$f_1(x) = f_2(x) = \dots = f_{n-1}(x) = 0, \quad f_n(x) = \sqrt{x}.$$

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