भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ● 2019 ●

VD 760811
8 JUL 2019

Decl.

12 JUL 2019

दिनांकित दस्तऐवज क्रमांक 13347/19 दि.

दस्त पेश करणाऱ्याचे नांव Padma Residency M.K.

हस्ते Disha Khandelwal

सही

22-

दस्तऐवज

मुद्रांक पेपर अस्सल व्हावलेट लेख छाती तपासल
ये एस.एच.सी.एल. / संबंधित मुद्रांक विक्रेताचा
दुरध्वनी / अभिप्रायची प्रत / लेख. तपासून
घेतलेले असल्या मेल करोवर आवश्यक असली

सह दुय्यम निबंधक वर्ग-२
नाशिक-४

नसन-१

सह.दु.नि./2019

9-82

DEED OF DECLARATION

OF

PADMAJA RESIDENCY APARTMENT CONDOMINIUM

THIS DEED OF DECLARATION is made and executed at Nashik on this 9th Day of the August In the Christian Year Two Thousand Nineteen A.D.

Disha Khandelwal

13347/18

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दि. नाशिक डिस्ट्रीक्ट अॅडव्होकेटस् मल्टीपर्पज को-ऑप. सोसायटी लि., जिल्हा न्यायालय आवार, नाशिक

मजली क्र. 7481

दस्त क्रमांक : नमुना/प्रमाण/५१.११.दु.क./दि.दु.क./२१/११/२१.व.डि.६/१०/१४८१ दि. २ / /२०

श्री / श्रीमती Pooja Khandelwal

दस्त Aadv Disha Khandelwal पक्षकार Nasik

दस्तासाठी आलेले १०० (अक्षरी रुपये

गाव) यांनी नमुना मेजोरना मुद्रांक खरेदीसाठी रोख लिहावे.

मु.नि.परि.अ.क्र.	मुद्रांकाचा तपशील	संख्या	किंमत रुपये
Desk 13347/18	५०० रु.		
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(मुद्रांक विक्रेता मेजोरनाची सही)

(मुद्रांक विक्रेत्याची सही)

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दस्त yyu 6-/2015
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By

PADMA BUILDCON PARTNERSHIP FIRM
Having office at - B 104, Sharada Niketan,
Govind Nagar, Near Satyam Sweets, Nashik -422009
Pan no. -AAQFP 4583A
Through their partner

1. **SHRI. RAMESH CHHOTULAL SINKAR**
   Age -58 Years, Occ. - Business
2. **SAU. SWATI CHANDRASHEKHAR WANI**
   Age - 39 Years, Occ. - Business

Hereinafter referred to as "The Grantor Owner" (Which expression shall unless repugant to the context or meaning thereof shall mean and include their heirs, executors, administrators, assigns etc.)

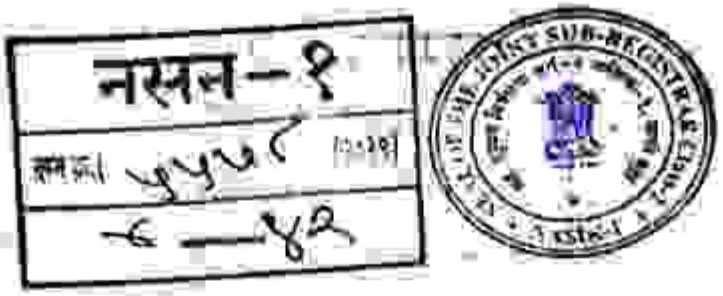
As the Grantor owner of the property more particularly described in the schedule I written hereunder hereto and hereinafter referred to as the Grantor who is fully empowered to execute this Deed.

DEED OF DECLARATION OF **PADMAJA RESIDENCY APARTMENT CONDOMINIUM** U/S 2 & 11 OF MAHARASHTRA APARTMENT OWNERSHIP ACT 1970.

1. WHEREAS the property mentioned in Schedule 'I' hereinbelow bearing **S. No. 219/ B /1 , Plot No. 111, admeasuring 280.25 sq.mtrs** , lying and being at **Ambad Khurd** Shivar, more particularly described in the First Schedule written hereunder and hereinafter referred to as "The said Property" is owned by Grantor Owner (hereinafter called as **"The Grantor Owner"**)

2. AND WHEREAS Padma Buildcon Partnership firm through their partner Shri. Yogesh Bapurao Pakhale and Sau Swati Chandrashekhar Wani had purchased the said project land from Shri. Prakash Sadashiv Joshi by registered Sale deed. The said Sale dead registered in Sub -Registrar office Nashik-6 dated 02/12/2014 at Sr. No.3720 M.E. No. 10357 had been mutuated to that effect.

3. AND WHEREAS Shri Yogesh Bapurao Pakhale was retired from Padma Buildcon Partnership firm and instead of Shri. Yogesh Bapurao Pakhale Shri. Ramesh Chhotulal Sinkar was inserted of Padma Buildcon Partnership firm. Thereafter Shri. Ramesh Chhotula Sinkar as a partner of Padma Buildcon Partnership firm had purchased the share of retired partner Shri. Yogesh Bapurao Pakhale by registered Sale deed with consent to another partner Sau. Swati Chandrashekhar Wani. The said Sale deed registered in Sub - Registrar office Nashik-3 dated 14/12/2015 at Sr. No.7829 M.E. No. 10975 had been mutuated to that effect.



4. AND WHEREAS the said layout was sanctioned by Assistant Director Town Planning Nashik Municipal Corporation vide their letter No. R. P. / Ambad Khurd / 2377 dated 16/10/1980. AS Per M.E. 1194 , 7/12 extract.

5. AND WHEREAS the out of said property i.e. Plot no. 111 is converted for nonagricultural use and a permission to this effect U/s. 44 of Land Revenue Code from Collector, Nashik Bearing No. RB / Desk / III / L. N. A. /SR/ 581 / 80 , Nashik,dated 13/01/1981.

6. AND WHEREAS promoter has purchased T.D.R of 25 .00 Sq. mtrs from from D zone from D.R. C No. 610 from Mr. Umakant Trambak Thorat and other by registered sale deed. The said sale deed was registered at Sr. No. 1321 , dated 20/02/2015 in Sub – registrar Office Nashik 5.

7. AND WHEREAS promoter has purchased T.D.R of 87 .00 Sq. mtrs from from D zone D.R. C No. 648 from Thakkars Developers through Directer Mr. Jitendra Manohardas Thakkar and other by registered sale deed. The said sale deed was registered at Sr. No. 1335 , dated 20/02/ 2015 in Sub - registrar Office Nashik 5.

8. AND WHEREAS by virtue of the said sale deed in respect of the said property, the grantor owner as grantor owner of the said property has absolute right to develop the said property by constructing a building thereon and enter into Agreement for Sale of the tenaments to the prospective Purchasers at such price and to decide the terms and conditions as the grantor owner may deem fit and right to construct a building on the said property and sell the flats and other constructions and to appropriate the sale proceeds thereof.

9. AND WHEREAS the title of said property is clear, valid, marketable and free from all encumbrances. Therefore the said property is a fit property for Causing development on it by constructing a building of Residential tenements thereon.

10. AND WHEREAS promoter had prepared a building plan which was approved by Nashik Municipal Corporation vide their Commencement Certificate no. LND / BP / B 4 / 483/ 4346, dated 17/03/2015.

11. AND WHEREAS promoter had revised the said building plan which was approved by Nashik Municipal Corporation vide their Commencement Certificate no. LND / BP / B 2 / 229 / 3581 , dated 02/08/2017 with TDR admesuring 112 .00 sq. Mtrs. Accordingly the construction of the proposed **PADMAJA RESEDENCY APARTMENT** is commenced and completed by the Grantor owner and Nashik Municipal Corporation had issued completion certificate vide their letter No. Jivak kra / Nanvi /23143/2019 dated 18/06/2019. The **PADMAJA RESIDENCY APARTMENT** shall consists of 12 independent units having independent approach to each unit and also having all required facilities and civic amenities as per the approved and sactioned Building plans. The **PADMAJA RESIDENCY APARTMENT**



consists of Ground + First + Second + Third + Fourth and the Grantor is intending to sell the said constructed residential tenements to the prospective purchasers and has agreed to enter into Agreement for sale with them. These tenements are more particularly described written hereunder. The said tenements are named as the said Apartments and the different Purchasers of the said Apartments shall acquire exclusive property rights, which are heritable and transferable in respect of the said Apartments and each such apartment shall be treated as an independent unit owned and possessed by the individual purchaser and also hereinafter shall be referred to as the family units. The said Apartments/ family units are to be treated as individual properties capable of independent use on account of each having its own exit to the common areas and facilities of the building and each family unit owner having exclusive and particular right, title and interest whatsoever in his respective family unit and in addition, specified undivided interest in the General and common areas and facilities herein below mentioned.

8 AND WHEREAS apart from construction of the said family units, there are areas of the said property and construction thereon, over which the Grantor and various purchaser of the said family units shall have general, common and as well as restricted rights more particularly detailed and written in this Deed of Declaration.

9. AND WHEREAS the **OMAJA RESEDENCY APARTMENT** constructed over the said property shall be as per the prevalent rules of floor space index (F.S.I.). Therefore considering the land area of the said property i.e. 280.25 sq. meters. with 1.1 F.S.I. 112.00 Sq Mtrs. for residential complex to the extent of consumption permissible F.S.I. is constructed on the said property. However, in case there is any increase in the said F.S.I. rules by the concerned authorities in the future and resultant increase thereof in the F.S.I. and allowance of further construction there of the right of for causing such increased construction over the terrace is strictly reserved for the Grantor and in that case, the Grantor will have an exclusive right to construct the upper floors over the said building and dispose of the right to construct such increased construction or the constructed premises thereof in favour of any person firm or institution of his choice and upon such terms and conditions and consideration as deem fit by the Grantor. **Further the Grantor shall also be entitled to use the terrace for any beneficial purpose, such as, to erect hoarding of advertisements, displaying of Neon Boards and or permit erection of any cable/TV Dish Antenna or to give the entire said terrace area on rent to any company for setting up their machinery or any communication center or to let out the same for any social functions and to appropriate the income received therefrom.**

10. AND WHEREAS the Grantor/ owner has registered the project under the provisions of the Real Estate (Regulation and Development) Act 2016 with the real estate regulatory authority at Maha Rera Registration



Number P 51600013300 dated 22/09/2017. From the date of 22/09/2017 the said scheme was under the provisions of the Real Estate (Regulation and Re - Development) Act 2016

11. AND WHEREAS in pursuance to the development of the said property and to have perfect title to each independent constructed said **PADMAJA RESEDENCY APARTMENT** constructed over the said property, it is necessary that a legal status should be obtained by each independent constructed family unit and for that purpose, the Grantor have decided for the formation and Declaration of Apartment under the scheme of the "The Maharashtra Ownership Apartment Act 1970" hereinafter referred to as the said Act and have proposed to submit the said property and the **PADMAJA RESEDENCY APARTMENT** and the premises therein u/s 2 and 11 of the said Act and under rule 3 of the Maharashtra Apartment Rules 1971, hereinafter refferred to as the said Rules.

12. AND WHEREAS the Grantor being the original owner of the said property who has actually executed the Development of the said property and therefore is competent to execute this Deed of Declaration

13. AND WHEREAS Grantor has decided that the carpet area is basis and area of the said premises is calculated as per the plans presented and presently approved by the authority. The carpet area is calculated from brick to brick work before plaster. On the basis of this criteria, the area of each family unit has been certified by the Architect appointed by the Grantor

14. AND WHEREAS the said property along with the **PADMAJA RESIDENCY APARTMENT** Residential tenements existing thereon is here by submitted under the provisions of the "Maharashtra Apartment Ownership Act 1970" and hereinafter shall be known as the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM** and shall have the following family units, common areas and facilities:

I. **Family Units**

Out of the total available FSI to the said **PADMAJA RESEDENCY APARTMENT** as on today, FSI to the extend of 280. 25 sq. mts,with T.D.R 112.00 Sq.Mtrs. have been consumed by the grantor for the construction and their are **total 12 independent family units for Residential Use** out of which 3 Flats on First Floor, 3 Flats on Second Floor , 3 Flats on Third Floor and 3 Flats on Fourth Floor in the said **PADMAJA RESEDENCY APARTMENT**. The said family units will be numbered consecutively from one to Ten & 10A, 10B. Hereinafter such family units will be referred to as family unit Type No. One, Family Unit No. Two, etc. respectively. The said family units are decribed hereinbelow

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1. **Family unit Type No. 1** - Flat No 1 valued for stamp duty at Rs. 13,90,000/- It is a flat on First floor admeasuring 41.47 sq. mtrs. carpet area with allotted parking No 1 admeasuring 2.32 sq. mtrs. before Rera and area admeasuring 39.03 sq mtrs + Additional usable floor area of attached balcony / utility admeasuring 2.58 sq mtrs. totaly area admeasuring 41.59 sq mtrs after Rera As per Completion carpet area admeasuring 39.75 sq. mtrs Additional usable floor area of attached balcony / utility admeasuring 3.24 sq mtrs totaly area admeasuring 42.99 s.q mtrs. with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the East side corridor of the respective floor. **Name of the owner** is **Shri Dattatraya Trimbak Chavan & Mrs Varsha Dattatraya Chavan.** The Agreement for sale is registered at Sr. No 2060, dated 28/03/2017 in Sub-registrar Office Nashik -3

2. **Family unit Type No. 2** - Flat No 2 valued for stamp duty at Rs 13,75,000/- It is a flat on First floor admeasuring 40.41 sq mtrs carpet area with allotted parking No 2 admeasuring 2.32 sq mtrs carpet area before Rera and Area admeasuring 35.4 sq. mtrs. + Canopy area admeasuring 5.03 sq mtrs totaly area admeasuring 40.43 sq mtrs. after Rera. As per Completion carpet area admeasuring 33 89 sq. mtrs. Canopy area admeasuring 5.54 sq. mtrs. totaly area admeasuring 39.53 sq mtrs. with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the North side corridor of the respective floor. **Name of the owner is Shri. Rajendra Bhaidas Patil & Mrs. Ashwini Alias Asha Rajendra Patil.** The Agreement for sale is registered at Sr No 2061, dated 28/03/2017 in Sub-registrar Office Nashik -3

3. **Family unit Type No. 3** - Flat No 3 valued for stamp duty at Rs 16,01,000/- It is a flat on First floor, admeasuring 42.83 sq. mtrs carpet area allotted parking No 3 area 2.32 sq. mtrs before Rera and Area admeasuring 36.24 sq. mtrs. + Canopy area admeasuring 6.51sq. mtrs totaly area admeasuring 42.75 sq. mtrs. after Rera As per Completion carpet area admeasuring 37.85 sq. mtrs. Canopy area admeasuring 6.22 sq. mtrs totaly area admeasuring 44.07 sq. mtrs. with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the West side corridor of the respective floor. **Name of the owner is Pradnya Prabhakar Marathe Alias Sau. Pradnya Nilesh Kshirsagar.** The Agreement for sale is registered at Sr No 4588, dated 28/06/2017 in Sub-registrar Office Nashik -3

4. **Family unit Type No. 4** - Flat No. 4 valued for stamp duty at Rs.13,75,000/- It is a flat on Second floor, admeasuring 41.47 sq. mtrs. carpet area with area before Rera and Area admeasuring 39.03 sq. mtrs + Additional usable floor area of attached balcony / utility admeasuring 2.58 sq. mtrs. totaly area admeasuring 41.59 sq. mtrs. after Rera As per Completion

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carpet area admeasuring 39.75 sq. mtrs. Additional usable floor area of attached balcony / utility admeasuring 3.24 sq. mtrs. totaly area admeasuring 42.99 sq. mtrs. with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the East side corridor of the respective floor. **Name of the owner is Mr. Pramod Pandurang Jade & Sau. Vaishali Pramod Jade** . The Agreement for sale is registered at Sr. No 1625, dated 16/03/2017 in Sub registrar Office Nashik -3.

5. **Family unit Type No. 5-** Flat No. 5 valued for stamp duty at Rs 12,80,000/- It is a flat on Second floor admeasuring 38.12 sq. mtrs. carpet area with area allotted parking No 5 area 2.32 sq. mtrs. before Rera and Area admeasuring 35.04 sq. mtrs. + Additional usable floor area of attached balcony / utility admeasuring 2.74 sq. mtrs. totaly area admeasuring 38.14 sq. mtrs. after Rera. As per Completion carpet area admeasuring 33.99 sq. mtrs. Additional usable floor area of attached balcony / utility admeasuring 2.74 sq. mtrs. totaly area admeasuring 36.73 s q mtrs with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the North side corridor of the respective floor **Name of the owner is Mr. Subhash Tukaram Soge & Sau. Varsha Subhash Soge** . The Agreement for sale is registered at Sr. No. 8295, dated 15/10/2016 in Sub-registrar Office Nashik -3.

6. **Family unit Type No 6-** Flat No. 6 valued for stamp duty at Rs 13,31,500/- It is a flat on Second floor admeasuring 39.08 sq. mtrs. carpet area with allotted parking No. 06 area 2.32 sq. mtrs. before Rera and area Admeasuring 36.24 sq. mtrs. + Additional usable floor area of attached balcony / utility admeasuring 3.36 sq. mtrs. totaly area admeasuring 39.6 sq. mtrs. after Rera. As per Completion carpet area admeasuring 37.85 sq. mtrs. Additional usable floor area of attached balcony / utility admeasuring 2.63 sq. mtrs. totaly area admeasuring 40.48 s q m t r s with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the West side corridor of the respective floor. **Name of the owner is Mr. Nagu Dagu Fad & Sau. Sunita Nagu Fad** . The Agreement for sale is registered at Sr. No. 2945, dated 29/04/2017 in Sub-registrar Office Nashik -3.

7. **Family unit Type No.** 7- Flat No. 7 valued for valued for stamp duty at Rs 18,45,000/- It is a flat on Third floor, admeasuring 41.47 sq. mtrs with Allotted parking No. 07 area admeasuring 2.32 sq. mtrs. before Rera and Area admeasuring 39.09 sq. mtrs. + Additional usable floor area of attached balcony / utility admeasuring 2.58 sq. mtrs. totaly area admeasuring 41.59 sq. mtrs. after Rera. As per Completion carpet area admeasuring 39.75 sq. mtrs. Additional usable floor area of attached balcony / utility admeasuring 3.24 sq. mtrs. totaly area admeasuring 42.99 sq.mtrs.

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with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the North side corridor of the respective floor. **Name of the owner is Shri. Narayan Yuginath Vathulkar & Anuradha Narayan Vathulkar.** The Agreement for sale is registered at Sr No 446, dated 21/01/2017 in Sub-registrar Office Nashik -3

8. **Family unit Type No. 8-** Flat No 8 valued for valued for stamp duty at Rs 14,27,000/- It is a flat on Third floor, admeasuring 38 12 sq. mtrs. carpet area with Allotted parking No 08 area admeasuring 2.32 sq. mtrs. before Rera and area admeasuring 35.04 sq. mtrs + Additional usable floor area of attached balcony / utility admeasuring 2.74 sq mtrs totaly area admeasuring 38.14 sq. mtrs. after Rera As per Completion carpet area admeasuring 33.99 sq. mtrs Additional usable floor area of attached balcony / utility admeasuring 2.74 sq mtrs totaly area admeasuring 36.73 sq. mtrs. with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the North side corridor of the respective floor. **Name of the owner is Shri. Ashish Baban Yavalkar & Sau. Gayatri Ashish Yavalkar.** The Agreement for sale is registered at Sr No 4394, dated 26/06/2017 in Sub-registrar Office Nashik -3

9. **Family unit Type No. 9-** Flat No. 9 valued for valued for stamp duty at Rs. 14,85,000/- It is a flat on Third floor, admeasuring 34.58 sq. mtrs area + attached balcony admeasuring 5.1 sq. mtrs. carpet area having totally admeasuring 39.68 sq. mtrs. with Allotted parking No 09 area admeasuring 2.32 sq. mtrs and Area admeasuring 36.24 sq. mtrs + Additional usable floor area of attached balcony / utility admeasuring 3.36 sq. mtrs. totaly area admeasuring 39.6 sq. mtrs. after Rera As per Completion carpet area admeasuring 37.85 sq. mtrs. Additional usable floor area of attached balcony / utility admeasuring 2.63 sq. mtrs. totaly area admeasuring 40.48 sq. mtrs with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the West side corridor of the respective floor. **Name of the owner is Shri. Pravin Kartohari Borse & Nita Popat More alias Sau. Nita Pravin Borse.** The Agreement for sale is registered at Sr No. 1930, dated 09/04/2018 in Sub-registrar Office Nashik -7

10. **Family unit Type No. 10-** Flat No 10 valued for valued for stamp duty at Rs 15,59,448/- It is a flat on Fourth floor, admeasuring 41.47 sq. mtrs. area with Allotted parking No 10 area admeasuring 2.32 sq. mtrs. before Rera and and area admeasuring 39.03 sq. mtrs + Additional usable floor area of attached balcony / utility admeasuring 2.76 sq. mtrs. totaly area admeasuring 41.59 sq. mtrs after Rera As per Completion carpet area admeasuring 39.75 sq. mtrs. Additional usable floor area of attached balcony / utility admeasuring 3.24 sq. mtrs. totaly area admeasuring 42.99 sq. mtrs with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the East side corridor of the respective floor. **Name of the owner is Shri. Bajirao Tulashiram Pawar.** The Agreement

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for sale is registered at Sr. No. 2024, dated 28/06/2017 in Sub-registrar Office Nashik -3

11. Family unit Type No. 11- Flat No. 10A valued for valued for stamp duty at Rs.14,09,000/- It is a flat on Fourth floor, admeasuring 38.12 sq. mtrs. area before Rera and Area admeasuring 35.04 sq. mtrs. + Additional usable floor area of attached balcony / utility admeasuring 2.74 sq. mtrs. totaly area admeasuring 38.14.58 mtrs. after Rera. As per Completion carpet area admeasuring 33.80 sq. mtrs. Additional usable floor area of attached balcony / utility admeasuring 2.74 sq. mtrs. totaly area admeasuring 36.73 sq. mtrs with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the North side corridor of the respective floor. Name of the owner is Shri. Kishor Rohidas Patil & Sau. Chetana Kishor Patil. The Agreement for sale is registered at Sr. No. 8932, dated 16/10/2017 in Sub-registrar Office Nashik - 3. The Correction Deed Change for Flat Number is executed and registered at Sr. No. 5576 dated 7/09/08/2019 in Sub-registrar Office Nashik -1

12. Family unit Type No. 12- Flat No. 10B valued for valued for stamp duty at Rs. 13,50,000/- It is a flat on Fourth floor, admeasuring 34.58 sq. mtrs. area + attached balcony admeasuring 5.1 sq. mtrs. having totally admeasuring 39.68 sq. mtrs. the area admeasuring 36.24 sq. mtrs. + Additional usable floor area of attached balcony / utility admeasuring 3.36 sq. mtrs. totaly area admeasuring 39.6 sq. mtrs. after Rera. As per Completion carpet area admeasuring 37.85 sq. mtrs. Additional usable floor area of attached balcony / utility admeasuring 2.63 sq. mtrs. totaly area admeasuring 40.48 sq. mtrs. with absolute and exclusive right to use and enjoy the said flat. Its main door has access to the West side corridor of the respective floor. Name of the owner is Shri. Manoj Suresh Chaudhari & Sau. Pornima Suresh Chaudhari. The Agreement for sale is registered at Sr No. 1834, dated 08/04/2018 in Sub-registrar Office Nashik -7. The Correction Deed Change for Flat Number is executed and registered at Sr. No. 5579, dated 09/08/2019 in Sub-registrar Office Nashik -1

III) Each of the above family unit owner shall have proportionate share in the common areas and facilities available to the said property and the building thereon. Each family unit shall be provided with water and Electricity connections along with internal common amenities as per their respective agreements. The measurements of the said family units shall be on the basis of carpet area and such areas shall be confirmed by the owners of their respective family units in terms of their agreements for sale to be executed individually the definition of carpet area is stated hereinabove Design, specification and boundries of each family unit shall be as per the building plan approved

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for the construction of the said PADMAJA RESIDENCY and attached here to Exb-A and each of the family unit shall have its own independent entrance and access, as shown in the said plan at Exh A and as well written in the here in above

III) The unit holders shall have equal rights in the common staircase and landing place, parking except the marginal open spaces, still, which have been allotted to the particular unit holders. The unit holders in the building shallnot object and obstruct such allotment to any allottee by the Vendor

IV) For performing any installation, alteration or repairs to the mechanical or electrical services, drainage as well as water connection or any other such repairs etc the unit holders who have been allotted the marginal spaces, parking places, still, etc willnot take any objection for entry into such places for such installation, alteration or repairs as mentioned above. Provided that requests for entry are made in advance and that such entry at a time convenient to such owners. In case of an emergency, such right of entry shall be immediate. It will be the duty of all the unit holders/managers after the work of installation, alteration or repair is over, such places must be maintained as were before the work was done.

COMMON AREAS AND FACILITIES :-

Following described areas and facilities shall be treated as properties of all the family unit owners and each family unit owner shall have his interest and right in the said common areas and facilities, proportionate to his ownership percentage as described in detail hereinafter. The following common areas and facilities located throughout the building.

a. The parcel of land described in schdule of this deed

b. The overhead water Tank constructed on the top of **PADMAJA RESIDENCY APARTMENT** Building.

c. The undergound water Tank constructed on ground space along with the electrical motor fittings and plumbing system thereof in the **PADMAJA RESIDENCY APARTMENT** Building and Municipal water connection.

d. Plumbing network throughout the said **PADMAJA RESIDENCY APARTMENT**.

e. Electric wiring at all the common spaces upto the entrance of each family unit along with main electric supply upto meter box.

f. Compound wall with gates.

g. Foundation columns and roofs alongwith all common walls, as shown on the plan at Exh. A

h. Common parking.

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The open ground space around existing building will be the common ground space available to the said **PADMAJA RESIDENCY APARTMENT** and which shall be used as an access to the entrance of the said **PADMAJA RESIDENCY APARTMENT** as well as ground space available to common use and occupation However the said open space shall be available to with the right to enjoy it as an open sapce only without causing any obstruction thereon so as to cause any hurdle for moving ground other vacant parts of the said property therefore the right for enjoyment of the common open space is granted under this Deed of Declaration as said property there fore, the right for enjoyment of the common areas and facilities.

RESTRICTED AREAS AND FACILITIES

- Allotted parking

(A) That the right, title and interest of each owner of a family unit in the general, common area and facilities as listed above and their proportionate share in the profits and common expenses in the general common areas and facilities as well as proportionate representation for voting purpose located on each floor of the said **PADMAJA RESIDENCY APARTMENT** will be decided and calculated on the basis of the following mentioned percentage of ownership In case a decision is required to be taken in respect of any issue relating to the said **PADMAJA RESIDENCY APARTMENT** each family unit owner will have the voting rights as per the percentage of voting as mentioned here under

Family unit	Floor	Area in (Sq. mtrs) Carpet	Ownership & voting Right
1)Flat no.1	First	42.89	8.83 %
2)Flat no.2	First	39.53	8.11 %
3)Flat no.3	First	44.07	9.05 %
4)Flat no.4	Second	42.89	8.83 %
5)Flat no.5	Second	36.73	7.54 %
6)Flat no.6	Second	40.48	8.30 %
7)Flat no.7	Third	42.89	8.83 %
8)Flat no.8	Third	36.73	7.54 %
9)Flat no.9	Third	40.48	8.30 %
10)Flat no.10	Fourth	42.89	8.83 %
11)Flat no.10A	Fourth	36.73	7.54 %
12)Flat no.10B	Fourth	40.48	8.30 %

(B) The proportionate representation for voting purposes provided hereinabove may be limited in accordance with the provisions of the by-laws attached hereto



as Exhibit B.

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

17 The said scheme of **PADMAJA RESIDENCY APARTMENT** is hereby declared as per the provisions of "The Maharashtra Apartment Ownership Act 1970." That 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 schema, for the administration of the **PADMAJA RESIDENCY APARTMENT** By Laws are provided as per Exh B

18 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 of First, Second, Third & Fourth floors may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a restricted common areas and family of the building, each family unit owner having an exclusive and particular right title and interest over his respective family unit and in addition the specified undevided interest in the restricted common areas and facilities.

19. That for the purpose of stamp duty and registration fees to be imposed on the registration of this Deed in the register of Declaration and Deed of Apartment under Sec 13 (5) the Government value of the **PADMAJA RESIDENCY APARTMENT** is distributed as follows

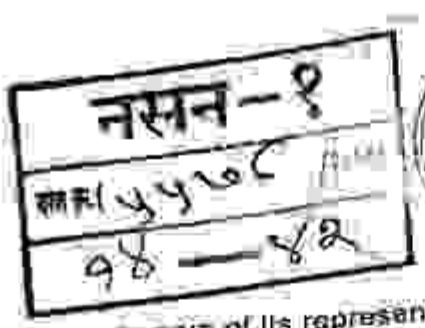
a). Parcel of Land described in Para I Here in above is valued at Rs: 1,74,27,948/
b) The Building described in plan Exh A valued at Rs. 50,00,000/-

20 That the general and or restricted common areas and facilities and facilities shall undivided and no apartment owner shall bring any action for partition or division thereof

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

22 That the undivided interest in the said common areas and facilities and the restricted common areas and facilities shall not be seperated from the family unit to, which it appertains and shall be deemed conveyed or encumbered with the unit eventhough such interest is not expressly mentioned or described in the conveyance or other instrument.

23 That each Apartment owner shall comply with the provisions of this declaration, the by-laws decisions and resolutions of the Association of Apartment



owners of its representative and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

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

25. 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 of enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his family unit.

26. 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.

27. 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 declaration and that the mere acquisition or rental of any of the family units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this declaration 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 than 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 forgoing obligations, the apartment owners of the respective family unit shall have the absolute right to lease such unit or give it leave and licence or care taker basis provided that said lease or leave and licence or care taker basis is made subject to the convenants and restrictions contained in this Declaration and further subject to the by-laws in Exhibit B attached hereto.

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

29. 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

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until then neither the mortgagee nor the purchaser who derives title to the family unit at such sale or his successors or assigns shall be liable, for assessments by the association which become due prior to the acquisition of title by such acquirer it being understood, however that the above shall not be construed to prevent the association of apartment owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

30 That in a voluntary conveyance of a family unit 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 respective share of the common expenses upto the time of the grant or conveyance without prejudice to the grantees right to recover from the grantor the amounts paid by the grantee therefor. 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 by 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

31 The amendment to this Declaration will be effected after passing a resolution to that effect in the meeting of all the Apartment Owners and for such resolution the consent of each apartment owner of the same will be necesary and in persuance of that resolution passed the Board of Managers will be entitled to effect such amendment if registered.

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

IN WITNESS WHERE OF THE GRANTORS HAVE SIGNED ON THIS DAY DATE AND YEAR FIRST MENTIONED ABOVE.

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED GRANTOR OWNER
SHRI. PADMA BUILDCON PARTNERSHIP FIRM
Through their partner
1. SHRI. RAMESH CHHOTULAL SINKAR







2. SAU. SWATI CHANDRASHEKHAR WANI
GRANTOR OWNER

1. _____ 2. _____

WITNESSES

SHEDULE OF THE SAID PROPERTY

(Hereinabove refferod to)

All that place and parcel of the land bearing S. No. 219/ B /1 Plot No. 111 , admeasuring 280.25 sq.mtrs , lying and being at Ambad Khurd Shivar. Dist. Nashik, which property is bounded as shown below :

On or towards East	:	Plot no. 112
On or towards West		7.62 Mtr. Colony Road
On or towards South		Plot no. 113
On or towards North		Plot no. 109

II the said properties together with soil, sub soil, casement, hereditaments, tenements etc

EXHIBIT "B"

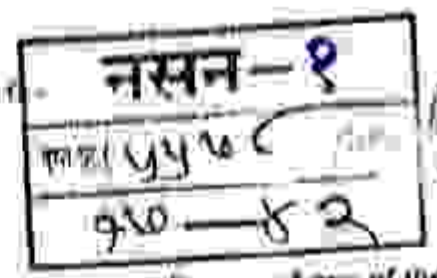
BY LAWS OF PADMAJA RESIDENCY APARTMENT CONDOMINIUM

CHAPTER 1

SHORT TITLE & APPLICATION

These By-laws may be called the By-laws of the PADMAJA RESIDENCY APARTMENT CONDOMINIUM. The provisions of these By-laws apply to PADMAJA RESIDENCY APARTMENT CONDOMINIUM.

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



The user or any person on behalf of taking on licence of any of the family units (hereinafter referred to as the "Units") of the building or make act occupancy of any of the said units will signify that these By-laws are accepted, ratified and will be complied with.

2. DEFINITIONS :

1) In these By-laws, unless the context requires otherwise

a "Act" means the Maharashtra Apartment Ownership Act, 1970

b "Association" means the association of all the Apartment Owners constituted by such owners for the purpose of the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM.**

c "Board" means a Board of Managers consisting of 5 persons all of them who shall be owners of apartment in the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM.**

d "Building" means the building located at **S. No. 219/ B /1 , Plot No. 111 , admeasuring 280.25 sq.mtrs** , lying and being at **Ambad Khurd Shivar,** and known As the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM** and includes and land forming part thereof.

e "Declaration" means the declaration which the sole owners of the building or all the owners of the building have executed and registered as provided in the Section 2

f "Majority of Owners" means those owners holding 51 percent of the votes in accordance with the percentage assigned in the Declaration.

g "Owner" or "Apartment Owner" means the person owing an apartment in the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM.**

h "Section" means a section of the Act

i "Unit"means a family unit in the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM.**

j Registrar" means the Registrar of the Co-Op. Societies

2) Words & expression used in these By-laws but not defined therein shall have the meaning respectively assigned to them in the Act

3) **Apartment Ownership.**

The Building located on the **S. No. 219/ B /1 , Plot No. 111 , admeasuring 280.25 sq.mtrs** , lying and being at **Ambad Khurd Shivar,** known as the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM** is submitted to the provisions of the Act.

4) OBJECT OF ASSOCIATION

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1) The object of the association shall be

a. To be and to act as the association of the Apartment Owners of its building called **PADMAJA RESIDENCY APARTMENT CONDOMINIUM** (Address) **S. No. 219/ B /1 , Plot No. 111 , admeasuring 280.25 sq.mts.** . lying and being at **Ambad Khurd Shivar.** (Hereinafter called the "Sa Building") who have filed their respective Delcarations Submiting their apartments to the provisions of the Act.

b. To invest or deposit moneys

c. To provide for the maintenence, repair and replacement the common areas and facilities by contributions from the apartment owners and if necessary by raising loans for that purpose

d. To retain & rent or licence if possible, suitable portions of the comm 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.

e. To provide for all & do all & any of the matters provided in the Sub Section (2) of section

f To advance, with the consent of the Apartment owners, any short term loans to any apartment owners in case of any emergent necessity & to provide of the repayment thereof in lumpsum or in instalments

g. To establish & carry on, on its own accounts or jointly within individuals or institutions, educational, physical, social & recreative activities for the benefits of the Apartment Owners.

h To frame rules, with the approval of the general meeting of the Association & after consulting the Competent Authority & may establish a provident fund and gratuity fund, if necessary for the benefit of the employees of the Association

i To do all the things necessary or & otherwise provide for their welfare expedient for the attainment of the objects specified by the By-laws.

2. The association shall not act beyond the scope of its objects without duly amending the provisions of these By-laws for the purpose

5. **MEMBERS OF THE ASSOCIATION :**

1. All persons who have purchased apartments in the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM** & executed respective Delcarations U/s 5 submiting their apartments to provisions of the act shall automatically be the members of the association, and shall pay the sum of one rupee as entrance fee and may purchase at least one share of the face value of Rs. 100/- each. Each apartment owner shall receive a copy of the By-laws on payment of one hundred rupees.

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

3. On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representative of his estate, 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 same, in the register of apartment owners maintained by the secretary for the purpose of Administration of the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM** as 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 stands first in the share certificate shall alone have the right to thereof vote.

7. HOLDING OF ONE SHARE COMPULSORY :

Every apartment owner must hold atleast one share of the Association (Joint apartment owners holding the shares jointly).

8. DISQUALIFICATIONS :

No apartment owner shall be entitled to vote on the questions of the election of the members of the Board of the President, Secretary Treasurer or any other office bearer or to 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 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

VOTING QUORUM AND PROXIES

9. VOTING

Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the Declaration

10. QUORUM :

Except as otherwise provided in these By-laws the presence in person

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of a majority of owners shall constitute a quorum

11. VOTES TO BE CAST IN PERSON :

Votes shall be cast in person.

CHAPER III

ADMINISTRATION

12. POWERS & DUTIES OF THE ASSOCIATION :

The association shall have the responsibility of administrating the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM**, approving the annual budget establishing and collecting monthly assements 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 the owners, casting votes in person.

13. PLACE OF MEETING :

Meetings of the association shall be held at suitable place convenient to 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 within a period of two months from the date of registration of the declaration. Thereafter the annual meetings of the association shall be held on the 1st of May of each succeeding year. At such meetings there shall be elected by ballot of the apartment owners a Board of Managers in accordance with the requirements of By-laws 23. The owners may also transact such other business of the Association as may properly come before them.

15. SPECIAL MEETING :

It shall be the duty of the President to call a special meeting of the Apartment Owners as directed by the resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Housing Commissioner, or as the case may be the Registrar or any Officer duly authorised by him in his 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 the special meeting except as stated in the notice without the consent of four-fifths of the owners present in person.

16. NOTICE OF MEETING :

It shall be the duty of the secretary to mail or send a notice of each annual or each annual or special meeting, stating the purpose there of as

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

17. ADJOURNED MEETINGS :

If any meeting of any owners cannot be organised because of a quorum has not attended the owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called, if at such adjourned meeting also no quorum is present the owners present in person being not less than two shall from a quorum.

18. ORDER OF BUSINESS :

The order of business at all meetings of the owners of 12 units shall be as follows

a) Roll call

b) Proof of notice of meeting or waiver of notice.

c) Reading of minutes of preceeding meeting

d) Reports of Officers

e) Report of the Housing Commissioner or the Registrar or of the Officer duly authorised by them if present.

f) Report of Committees.

g) Election of Board.

h) Unfinished Business, if any.

i) New Business

CHAPTER IV

BOARD OF MANAGERS

19. MANAGEMENT OF ASSOCIATION :

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

20. POWERS & DUTIES OF THE BOARD

The Board shall have the powers and duties necessary for the administration of the affairs of the association and may do all such acts and things as are not by law or these By-laws directed to be exercised & done by the owners

21. OTHER DUTIES :

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In addition to duties imposed by these By-laws or by the resolu of the association the Board shall be responsible for the following that is to say:

a) Care, upkeep & surveillance of the **PADMAJA RESIDENCY APARTMEN CONDOMINIUM** and the common areas and facilities and the restric common areas and facilities

b) Collection of monthly assessment from the owners.

c) Designation, employment, remuneration and dismissal of the person necessary for the maintenance and operation of the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM** and the common areas and facilities a the restricted common areas and the facilities.

d) To provide for the manner in which the audit and the account of the associat shall be carried out

e) To inspect the accounts kept by the secretary and/or the treasurer and examine the registers and account books and to take steps for the recover of all sums due to the association.

f) To sanction working expenses, count cash balance and deal with othe miscellaneous business.

g) To see that cash written up promptly and signed duly by one of the member of the Board authorised in this behalf.

h) To hear and deal with complaints.

22. APPOINTMENT OF A MANAGER

The Board may employ for the association a manager at a compensation determined by the Board to perform such duties and services as the Boa shall authorise including but not limited to the duties listed in the bye-law 21.

23. ELECTION & TERM OF AN OFFICE :

At the first annual meeting of the association the term of the office of two Managers shall be fixed for three years. The term of office of one Manager shall be fixed at one year. At the expiration of the initial term of office of each respective Manager, A Successor shall be elected to serve a term of three years. The Manager shall hold office until their successo have been elected to serve a term of three years. The Manager shall hold office until their successors have been elected & hold their first meeting. (If a larger Board is contemplated, the terms of Office shall or should be established in similar manager so that they will expire in different years.

24. VACANCIES :

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

25. REMOVAL OF MANAGERS :

At any regular or special meeting duly called any one or more of the managers may be removed with or without cause by a majority of the apartment owners and successor manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26. ORGANISATION MEETING :

The first meeting of a newly elected Board shall be held within ten days of election at such place as shall be fixed by the managers at the meeting at which the managers were elected and no notice shall be necessary to the newly elected managers in order to legally constitute such meeting provided a majority of the whole board shall be present.

27. REGULAR MEETING :

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

28. SPECIAL MEETING :

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

29. WAIVER OF NOTICE :

Before or at any meeting of the Board, any manager, in writing, may waive the notice of such meeting and such a waiver shall be deemed equivalent to the issuing of such notice. Attendance by a Manager at meeting of the Board shall be a waiver of notice by him of the time and the place thereof if all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

30. QUORUM :

At all meetings of the Board 1/3 of the total strength of their Managers

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shall constitute a quorum for the transaction of business and the acts of the Managers present at the meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided there is a quorum present.

31. FIDELITY BONDS :

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

CHAPTER V

OFFICERS

32. 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 there judgement may be necessary. In the case an association of One Hundred onwards or less, the officers of Treasurer and Secretary, may be filled by the same person.

33. ELECTION OF OFFICERS :

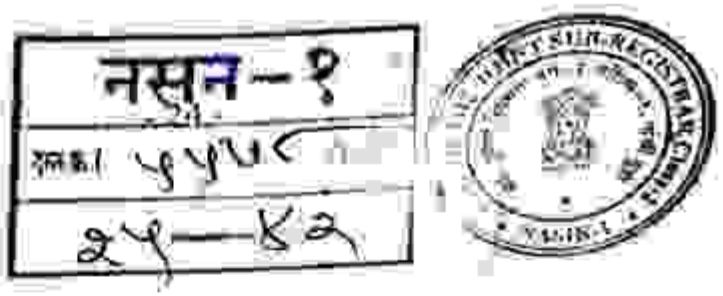
The officers of the association shall be elected annually by the Board of the Organisation meeting of each new Board and shall hold officers at the pleasure of the Board.

34. REMOVAL OF OFFICERS :

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

35. PRESIDENT

The President shall be the chief executive officer of the association. He shall preside at all the meetings of the Association and of the Board he shall have 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 him in the conduct of the affairs of the association.



36. 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 and President nor the vice President is abla to act the Board shall appoint some other member of the Board so to act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board

37. SECRETARY :

The Secretary shall keep the minutes of all meetings of the Board, and the minutes of all the meetings of the association he shall have charge of such books and papers as the Board may direct and he shall in general, perform all the duties incidental to the office of the secretary.

38. TREASURER :

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

CHAPTER VI

OBLIGATIONS OF THE APARTMENT OWNERS

39. ASSESSMENTS :

All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to **PADMAJA RESIDENCY APARTMENT CONDOMINIUM**, which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity The a ssessments shall be made pro-rata according to the value of the Unit owned, as stipulated Declaration such assessments shall include monthly payments to a General operating Reserve and a Reserve fund for replacements

40. MAINTENANCE AND REPAIR :

1. Every owner must perform promptly, all maintenance and repair work within his own unit, which if ommitted would affect the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM** in entire or in 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 the internal installations of the unit such as water, light,



gas, power, sewage, telephone, air conditioners, sanitary, installations doors, windows, lamps and all other accessories belonging to the unit area shall be at the expenses of the apartment owner concerned.

3 An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas & facility damaged through his fault.

41. USE OF FAMILY UNITS-INTERNAL CHANGES :

1. All units shall be utilised for residential purposes only.

2. An owner shall not make any structural modifications or alternations in his unit or installation located there in without previously notifying the association in writing through the President of the Board if no manager is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modifications, alterations or installations.

42. USE OF COMMON AREAS AND FACILITIES AND RESTRICTED COMMON AREAS AND FACILITIES.

An owner shall not place or cause to be placed in the lobies vestibules, stairways, elevators and other areas of PADMAJA RESIDENCY APARTMENT CONDOMINIUM and facilities of a similar nature both common and restricted, any furniture, packages or obejcts of any kind such areas shall be used for no other purpose than for formal transit through them.

43. RIGHT OF ENTRY :

a An owner shall grant the right of entry to the Manager or to any other person authorised by the Board of the association in case of an emergency oreginating in or threatening his unit whether the onwer is present at the time or not.

b An owner shall permit other owners, or their representative when so required to enter his unit for the purpose of performing installation alteration or repairs to the mechanical or electrical services provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

44. RULES OF CONDUCT :

1 No resident of the PADMAJA RESIDENCY APARTMENT CONDOMINIUM shall post any advertisement or posters of any kind in or on the building except as authorised by the association.

2. Residents shall exercise extreme care about making noises or the use of the musical instruments, radios, T.V. and amplifiers that may distrub others.



Residents keeping domestic animals shall abide by the Municipal Sanitary By-laws or regulations.

3 It is prohibited to hang garments, rugs, etc from the windows balconies or from any of the facades of the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM.**

4 It is prohibited to dust rugs etc. from the windows or to clean rugs, etc by beating at the exterior part of the said condominium.

5 It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installations is not provided all garbage or trash shall be collected in a vessel and thrown in the municipal dust bin.

6 No owner, resident or lessee shall install writing for electrical or telephone installation television antenna, machines or air conditioning units, etc. On the exterior of the **PADMAJA RESIDENCY APARTMENT CONDOMINIUM** or that protrude through the walls or the roof of the condominium except as authorised by the Associations.

CHAPTER - VII

FUNDS AND THEIR INVESTMENTS

45. FUNDS :

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

a by shares.

b by contributions and donations from the Apartments owners

c from common profits which shall from the nucleus reserve funds

d by raising loans, if necessary subject to such terms and approval conditions as the associations, with the approval of the Competent Authority may determine in his behalf.

46. INVESTMENT :

The association may invest or deposit its funds in one or more of the following

a In the Central Co-Op. Bank or in the State Co-Op. Bank or in any other Schedule Bank decided by the meeting.

b In any of the securities specified in Section 20 of Indian Trusts Act 1882.

c In any Co-Op. Bank other than those referred to clause (a) of this By-laws or in any banking company approved for this purpose by the association.



47. AFFILIATION :

Should there by any Federation of Apartment Owners the locality in which the PADMAJA RESIDENCY APARTMENT CONDOMINIUM is situate, the association may, after consulting the competent authority, become a member thereof any pay the sums from time to time payable to such federation under the rules thereof.

48. ACCOUNTS :

1. A Banking account shall be opened by the association 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. 100/- for petty expenses. All payment above Rs. 100/- shall be made by Cheque signed by the secretary and one member of the board.

2. Each apartment owner shall have a pass book in which the secretary shall enter amounts paid to be or received for his share in receipts of profits from common arrears and contributions towards common expenses and his share of assessment and other dues, if any in repect of his apartments.

3 The association shall on or before 31st July in each year publish an audited annual financial statement in respect of the common areas and facilities containing. –

a. The profit and loss account,

b. The receipts and expenditure of the previous financial years and

c. A summary of the property and assets and liabilities of the common areas and facilities of the association giving such particulars as will disclose the general nature of his liabilities and assets and how the value of fixed assets has been arrived at.

4. The audited financial statement shall be open to the inspection of any member of the association during office hours and in the office of the association and a copy thereof shall be submitted to the competent authority not later 15th August every year.

5. Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement in a similar list of loanees. The financial statement shall state upto what date profits and expenses of common area are included.

49. PUBLICATION OF ACCOUNTS AND REPORTS :

A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the association.

50. APPOINTMENT OF AUDITOR :

The association shall appoint at its general meeting an auditor who shall audit the account of the association to be prepared by the board as



hereinabove provided and shall examine the annual return and verify the same with accounts relating there to and shall either 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 respect he finds it is incorrect, unvouched or not in accordance with law.

51. POWER OF AUDITOR :

The auditor shall be entitled to call for examine any papers or documents belonging to the association relating to the common areas and facilities (including limited common areas and facilities) and common expenses and shall make special report to the association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER VIII

MORTGAGES

52. NOTICE TO ASSOICATION :

An owner who mortgages his Units shall notify the association through the Manager, if any or the President of 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 "Mortgages of Units".

53. NOTICE TO UNPAID ASSESSMENTS :

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

CHAPTER IX

COMPLIANCE

54. COMPLIANCE :

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

55. SEAL OF THE ASSOCIATION :-

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

CHAPTER X



00 AMENDMENT TO PLAN OF APARTMENT OWNERSHIP

REGISTERED APARTMENTS: CONDOMINIUM

28 JUN 2019

[redacted]



स्वाती चंद्रशेखर वाणी
Swati Chandrasnekhar Wani
DOB: 14-06-1978
Gender: Female

3387 8396 4233

आधार - आम आदमी का अधिकार

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

SWATI CHANDRASHEKHAR WANI

[redacted]ASHUKAB RAMKRISHNA SHENDE

14/06/1978

Permanent Account Number

ABUPW9068K



Swati

नमुना - 8

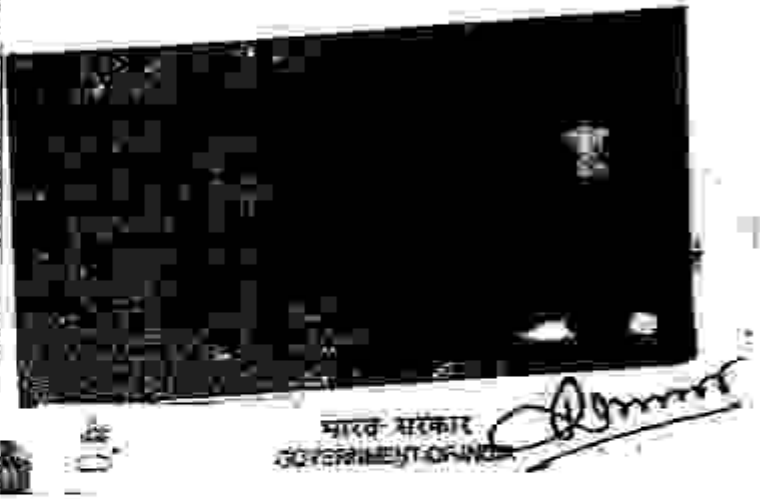
दस्त नं. 4943 /2021

03-08-21



2350892









नमुना - ३

Award

नसन - १
दस्त नं. ५५७८
०४ - ४२

Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration numb
P51900012109

Project: Padmija Residency, Plot Bearing / CTS / Survey / Final Plot No.:S No 212 B 1 PLOT NO 111at Nashik (M Corp.), Nashik, Nashik, 422009;

1. Padma Buildcon having its registered office / principal place of business at Tonsil, Nashik, District: Nashik, Pin: 422009.
2. This registration is granted subject to the following conditions, namely:-
   - The promoter shall enter into an agreement for sale with the allottees;
   - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
   - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
     OR
     That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
   - The Registration shall be valid for a period commencing from 22/09/2017 and ending with 31/12/2018 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
   - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
   - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted hereinabove per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:22-09-2017 17:15:09

Dated: 22/09/2017
Place: Mumbai

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

नाशिक महानगरपालिका, नाशिक

इमारत बांधकामाचा वापर करणे बाबतचा दाखला

(पूर्ण/आंशिक)

No. 23143

जावक क्र./नामिवि/23963/2019
दिनांक : 9८ / 0६ / २०१९

मे./श्री. पद्मा बिल्डकॉन पार्टनरशीप फर्म पार्टनरश्री. नरेंद्र श्री. शिनकर व इतर १ फ.

पॅन क्रमांक :

त्यांचे निवास व पत्ता : मुशरीनखान अंबड लिंक रोड नाशिक-

आपला अर्ज क्रमांक बी-2/89 दिनांक 20/05/2019

प्लॉट प्लॉट / सरपही इडेवला नं.

शहाम,

खडसा इस्यात येतो की, अंबड शिवाराील/सि.स.नं., स.नं. 29/ब/1

प्लॉट नं. 919 अं.भू क्र. ——— मधील इमारतीच्या पार्किंग + व्यान मजले.

अकृषीचे इकडील बांधकाम परवानगी क्र. बी-2/220/3469 दिनांक 02/08/2019 अन्वये

दिलेल्या नकाशे आर्किटेक्ट/इंजि./सुपरवायझर, श्री. रवि अमृतकर रजिस्ट्रेशन क्र.

यांचे निरीक्षणाअंती पूर्ण झाली असून निवासी/निवासेतर/औद्योगिक/ निवासी- कारणासाठी खालील अटी

शर्तीस अधीन राहून इमारतीचा वापर करणेस परवानगी देण्यात येत आहे.

१) एकुण बांधकाम क्षेत्र 8482.65 चौ.मीटर पैकी निवासी 8482.65 निवासेतर — चौ.मी.

२) एकुण चटई क्षेत्र 8485.36 चौ.मीटर पैकी निवासी 8485.36 निवासेतर — चौ.मी.

३) एकुण पार्किंग क्षेत्र ——— या पैकी निवासी ——— निवासेतर ——— चौ.मी.

१) सदर इमारतीचा वापर निवासी/निवासेतर/औद्योगिक/ निवासी कारणासाठी करता येईल. त्या कारणात बदल करता येणार नाही. वापरात बदल करावयाचा झाल्यास इकडील कार्यालयाची पूर्व परवानगी घ्यावी लागेल.

२) अग्निशमन विभागाचा अंतिम दाखला क्रमांक ———

३) पर्यावरण विभागाचा नाहरकत दाखला क्रमांक ———

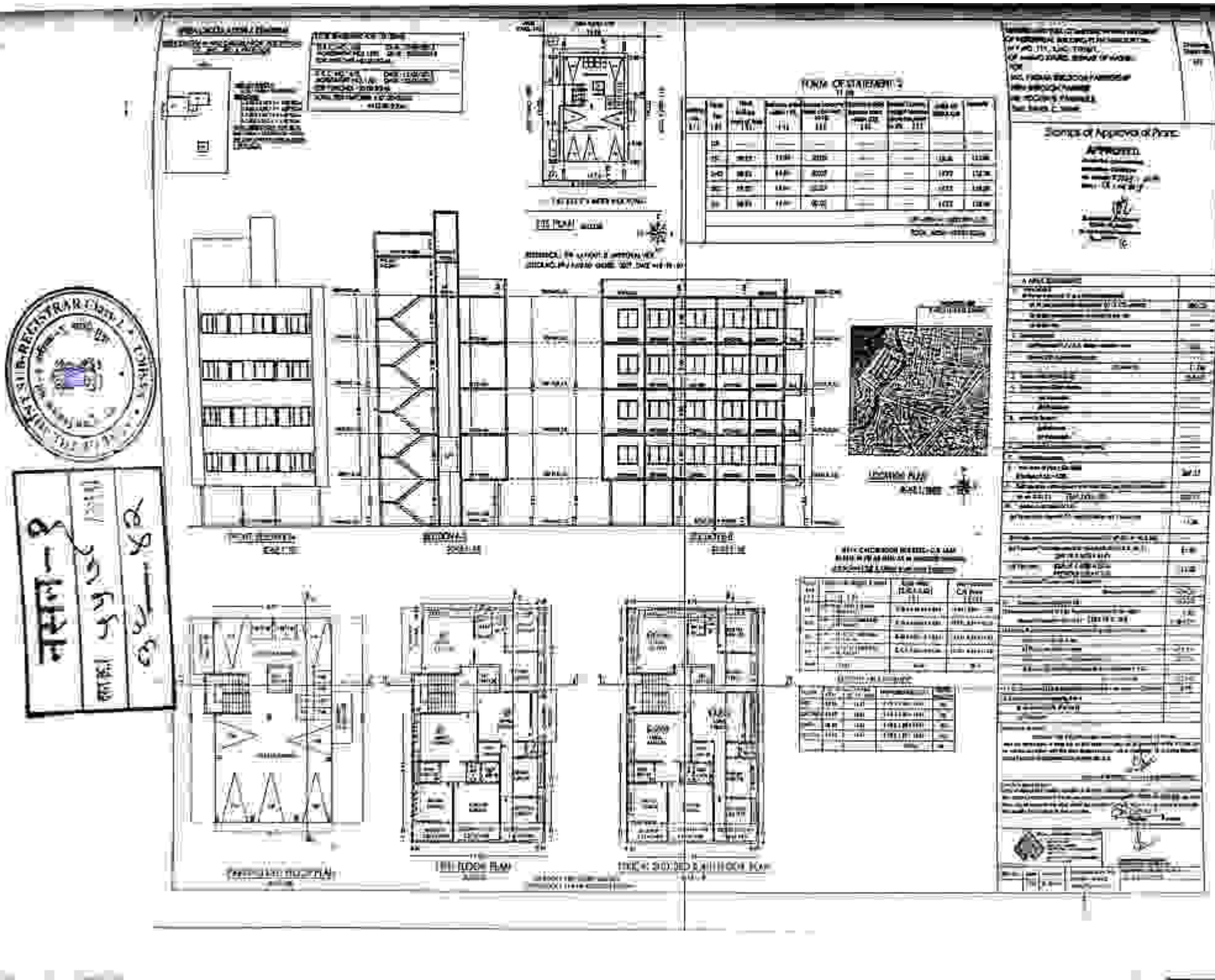
४) वरपही आकारणी करणेकामी संबंधित विभागात संपर्क साधावा.

५) सदर इमारतीत म.न.पा.च्या पूर्व परवानगी शिवाय वापरामध्ये व बांधकामामध्ये कोणताही बदल करता येणार नाही. तसे केल्याचे आढळून आल्यास नियमांतील तरतुदीनुसार कडक कारवाई करण्यात येईल.

६) Fsi प्रिमियम रु. 3068260/- चालन दि.22/2002 दि.32/8/32 व बांधकाम मिळकत शुल्क रु. प्रक्रियेपोटी- चालन 33/8428 रु. 2000/- व वाढीव बांधकाम दंड रु. 3200/- पोटी दंड रु. 28100/- व अनाधिकृत बांधकाम दंड रु. 4000/- व अनाधिकृत बांधकाम दंड रु. 52000/- व मनपा रु. 2304600/- चालन 34/22602 दि.27/8/32 अन्वये भरणे आहेत.

कार्यकारी अभियंता
नगर नियोजन विभाग
नाशिक महानगरपालिका, नाशिक

नकाशा-१
क्र. 4452
07—82



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

IMPS	093820190618S	**Receipt Date**	09/08/2019

Received from Padma Balkoon, Mobile number 9823132121, an amount of Rs.840/-, towards Document Handling Charges for the Document to be registered as Document No. 8578 dated 09/08/2019 at the Sub Registrar office S.R. Nashik 1 of the District Nashik.

DEFACED
₹ 840
DEFACED

Payment Details

Bank Name	sbiepay	**Payment Date**	09/08/2019
Bank CIN	10004152019093820190618S	**IMPS No.**	201922121009496
Challan No.	093820190618S0	**Challan Date**	09/08/2019

This is computer generated receipt, hence no signature is required.

नमुना - ९
क्रमांक ५५१८८
८७—४२

Sanitary Clothwarehing-1

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

IRN	[illegible]	Date	[illegible]

Received from Pallavi Balkrishna Mhatre amount of Rs.300/- towards Document Handling Charges for the document in [illegible] at the Sub Registrar office [illegible]

Payment Details

Bank Name	[illegible]	Date	[illegible]
Bank CIN	[illegible]	RFP No.	[illegible]

This is computer generated receipt. Hence no signature is required.

नसन - १

सही ५५५८

२१—६२

Summary (Combined Copy-1)

पावती

दिनांक 09 ऑगस्ट 2019 6:10 म.नं

दस्त क्रमांक: नासर1/5578/2019

दस्त नोंदणी फी रु.A

बाजार मूल्य: रु. 0/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 100/-

दु. नि. सह. दु. नि. नासरा यांचे कार्यालयात,

अ. क्र. 5578 वर दि. 09-08-2019

रोजी 6.09 म.नं. हा दस्त मिळाला

सबगी: 10671 पावती दिनांक: 09/08/2019

सादरकर्त्याचे नाव: एकम विलासराव पाटिलबोणे वर्ते मौजे नाशिक गोल्फ क्लॉजुरल्स विभाग

नोंदणी फी ₹. 100.00

दस्त हाताळणी फी ₹. 840.00

पृष्ठांची संख्या: 42

एकूण: 940.00

वरील रक्कम मिळाली

सह/दुय्यम निबंधक वर्ग-२
नाशिक-१

सह. दुय्यम निबंधक वर्ग-२
नाशिक-१

वाजवी प्रकार: कोरापाटण

मुद्रांक शुल्क: प्रतिज्ञापत्र

दिनांक 1 09 / 08 / 2019 09 : 09 : 44 PM ची वेळ: (सादरीकरण)

दिनांक 2 09 / 08 / 2019 09 : 09 : 51 PM ची वेळ: (फी)



Summary-2(दस्त गोषवारा भाग - २)

08/08/2019 0 12:59 PM

दस्त गोषवारा भाग-2

क्रमांक:1 ५२/५२
दस्त क्रमांक:5578/2019

दस्त क्रमांक: नसल1/5578/2019
दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:पदम बिल्डकॉन पार्टनरशीप फर्म तर्फे पार्टनर श्रीमती सोहनलाल सिनकर - वय:-, पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: ऑफिस बी-१०४ सातपुर निर्मलनगर गोविंद नगर सत्यम स्वीट जवळ , रोड नं: नाशिक , महाराष्ट्र, नाशिक. पॅन नंबर:AAQFP4683A	सिद्धहस्त देणार वय :-56 स्वाक्षरी :-			
2	नाव:पदम बिल्डकॉन पार्टनरशीप फर्म तर्फे पार्टनर स्वामी सदशिवर पाणी - वय:-, पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: ऑफिस बी-१०४ सातपुर निर्मलनगर गोविंद नगर सत्यम स्वीट जवळ , रोड नं: नाशिक , महाराष्ट्र, नाशिक पॅन नंबर:AAQFP4683A	सिद्धहस्त देणार वय :-39 स्वाक्षरी :-			

वरील दस्तऐवज करुन देणार तसाकबील यांनी दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:09 / 08 / 2019 06 : 11 : 23 PM

ओळख:-
सदर इसम दुय्यम निबंधक यांच्या ओळखीचे असुन दस्तऐवज करुन देणा-यांपैकी ओळखतात व त्यांनी ओळख पटविलेली

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1.	नाव:वकील- सानिया मुस्ताक इनामदार - वय:29 पत्ता:208 दामोदर चेम्बर्स कानडेवाडी नाशिक पिन कोड:422002		

स्वाक्षरी

प्रमाणपत्र करण्यात येते की या दस्तामध्ये एकुण २ पान आहेत

सह दुय्यम निबंधक वर्ग २ नाशिक-१

शिक्का क्र.4 ची वेळ:09 / 08 / 2019 06 : 12 : 11 PM

शिक्का क्र.5 ची वेळ:09 / 08 / 2019 06 : 12 : 24 PM नोंदणी पुस्तक 1 मध्ये

सह. दुय्यम निबंधक वर्ग-२
नाशिक-१ EPayment Details

अ. क्र.	Epayment Number	Defacement Number
1	0906201906186	0906201908166D

5578 /2019

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2. Get print immediately after registration.

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पुस्तक क्रमांक १
अनुक्रमांक ५५७८ वर दिनांक
९ ऑगस्ट २०१९ रोजी चंदला.

सह. दुय्यम निबंधक वर्ग-२, नाशिक-१.

THE JOINT SUB-REGISTRAR CLASS-2 NASIK-1