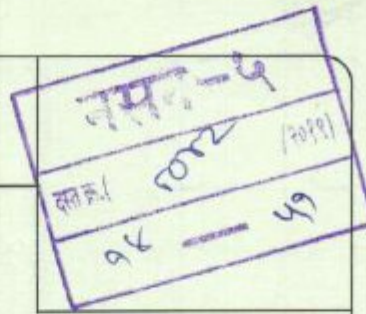




(13)



H- Wing

COMMERCIAL UNITS :-

COMMERCIAL APARTMENT UNIT NO. 1 (Shop No.-1) :-

It is a Commercial unit on **Ground** floor having Carpet area of **21.53** Sq. mtrs as per completion certificate plan and bounded as under :-

ON OR TOWARDS EAST :- Building Marginal Space & 18 Meter Road.

ON OR TOWARDS WEST :- Shop No. 02 H Wing.

ON OR TOWARDS SOUTH :- Building Marginal Space.

ON OR TOWARDS NORTH :- Building Marginal Space.

COMMERCIAL APARTMENT UNIT NO. 2 (Shop No.-2) :-

It is a Commercial unit on **Ground** floor having Carpet area of **14.12** Sq. mtrs as per completion certificate and bounded as under :-

ON OR TOWARDS EAST :- Shop No. 01 H Wing.

ON OR TOWARDS WEST :- Shop No. 03H Wing.

ON OR TOWARDS SOUTH :- Building Marginal Space.

ON OR TOWARDS NORTH :- Building Marginal Space.

COMMERCIAL APARTMENT UNIT NO. 3 (Shop No.-3) :-

It is a Commercial unit on **Ground** floor having Carpet area of **14.12** Sq. mtrs as per completion certificate and bounded as under :-

ON OR TOWARDS EAST :- Shop No. 02 H Wing.

ON OR TOWARDS WEST :- Shop No. 04 H Wing.

ON OR TOWARDS SOUTH :- Building Marginal Space.

ON OR TOWARDS NORTH :- Building Marginal Space.

COMMERCIAL APARTMENT UNIT NO. 4 (Shop No.-4) :-

It is a Commercial unit on **Ground** floor having Carpet area of **14.12** Sq. mtrs as per completion certificate and bounded as under :-

ON OR TOWARDS EAST :- Shop No. 03 H Wing.

ON OR TOWARDS WEST :- Shop No. 05 H Wing..

ON OR TOWARDS SOUTH :- Building Marginal Space.

ON OR TOWARDS NORTH :- Building Marginal Space.

(Contd. Page No. 14)



(14) नसम-५	
दस्तावेज	६०६२ / २०१९
पृष्ठ	५९

COMMERCIAL APARTMENT UNIT NO. 5 (Shop No.-5) :-

It is a Commercial unit on **Ground** floor having Carpet area of **15.97** Sq. mtrs as per completion certificate and bounded as under :-

ON OR TOWARDS EAST :- Shop No. 04 H Wing.
ON OR TOWARDS WEST :- Shop No. 06 H Wing.
ON OR TOWARDS SOUTH :- Building Marginal Space.
ON OR TOWARDS NORTH :- Building Marginal Space.

COMMERCIAL APARTMENT UNIT NO. 6 (Shop No.-6) :-

It is a Commercial unit on **Ground** floor having Carpet area of **18.28** Sq. mtrs as per completion certificate and bounded as under :-

ON OR TOWARDS EAST :- Shop No. 05 H Wing.
ON OR TOWARDS WEST :- Staircase H Wing.
ON OR TOWARDS SOUTH :- Building Marginal Space.
ON OR TOWARDS NORTH :- Building Marginal Space.

COMMON AREA AND FACILITIES

1. All that piece and parcel of land described in clause first above.
2. The Stair case column leading on to Fourth floor terrace and overhead tanks on terrace.
3. The setback pace in the front of the building and passage space falling on the all side of the plot and staircase leading unto terrace of the building.
4. Foundation and main walls.
5. Drainage, water lines and electrical connection as also the common metres, including connections and electric motors and the other incidental things, if any.
6. Water storage tank on the Ground floor and the pump unit with connections and electric motors and the other incidental things, if any.
7. Lift With A.R.D. System.

(Contd. Page No. 15)



(15)



RESTRICTED AREAS AND FACILITIES

1. Partition walls common between such two apartment shall be restricted and be common between the same two units only.
2. Terrace over the building on Fourth floor shall be for board hoarding for Builder.
3. The passage portion lying between staircase and apartment units (landing) at various floors and at various stages shall be for the use & enjoyment of all apartment.
4. The staircase leading from ground floor level to floor shall be for the enjoyment of all the unit holders.
5. Open space around the building shall be common for all and shall be used all apartment owners.

SIXTH :-

The building permission was obtained from Nashik Municipal Corporation vide Completion Certificate No. Nanivi / C-2 / 23965 / 2019 Dated :- 09 / 09 / 2019.

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

(Contd. Page No. 16)

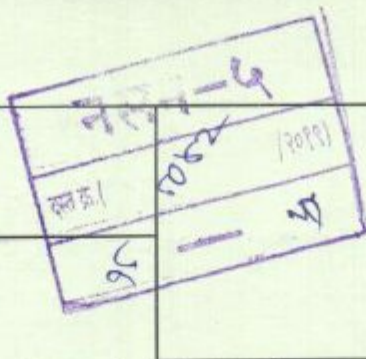


नसिक-५	५
(16)	1082
दस्तावेज	1082
१/०	५१

RESIDENTIAL :-

Apartment Flat No.	Name of the Owner	Carpet Area in sq.mtrs. as per Completion Certificate Certificate	Percentage of voting
G- Wing			
G-01.	With the Grantor	39-29	2.86%
G-02.	Mr. Sandip Sudam Sabale Mrs. Mirabai Sandip Sabale	40-34	2.93%
G-03.	Mr. Sachin Khandu Borase Mrs. Aarti Sachin Borase	40-34	2.93%
G-04.	Mr. Sudhakar Jagannath (Jagan) Patil Mrs. Pratibha Jagannath (Jagan) Patil	39-29	2.93%
G-05.	Mr. ViJay Ramesh Lokhande Mrs. Gayatri ViJay Lokhande	39-29	2.93%
G-06.	Mr. Arun Suresh Daund Mrs. Sarala Arun Daund	40-34	2.93%
G-07.	Mrs. Shubhada Shirish Modak	40-34	2.93%
G-08.	Mr. Avinash Vinayak Jejure Mrs. Sonali Avinash Jejure	39-29	2.93%
G-09.	Mr. Umesh Keda Bhamare Mrs. Ushabai Keda Bhamare	39-29	2.93%
G-10.	Mr. Santosh Ananda Kekan Mrs. Jayshree Santosh Kekan	40-34	2.93%
G-11.	With the Grantor	40-34	2.93%
G-12.	Mr. Nitin Kashinath Bagul Mrs. Monali Nitin Bagul	39-29	2.93%
G-13.	Mr. Nilesh Rameshrao Gaidhani Mrs. Nikita Nilesh Gaidhani	39-29	2.93%
G-14.	Mr. Rahul Madhukar Bava	40-34	2.93%
G-15.	Mr. Santosh Dhondiram Dhakne Mrs. Sunita Santosh Dhakne	40-34	2.93%
G-16.	With the Grantor	39-29	2.93%

(Contd. Page No. 17)



Apartment Flat No.	Name of the Owner	Carpet Area in sq.mtrs. as per Completion Certificate Certificate	Percentage of voting
H- Wing			
H-01.	Mr. Mohan Kacharu Wagh Mrs. Nirmala Mohan Wagh	39-29	2.86%
H-02.	With the Grantor	40-34	2.93%
H-03.	Mr. Bapu Lahanu Kamod Mrs. Pratibha Bapu Kamod	40-34	2.93%
H-04.	Mr. Pandurang Krishna Mandlik Mrs. Vikrant Pandurang Mandlik	39-29	2.86%
H-05.	Mr. Sagar Jagdish Patil Monali Namdeo Bodke Alies Mrs. Monali Sagar Patil	39-29	2.86%
H-06.	Mr. Amol Dilip Karpe Mrs. Pooja Amol Karpe	40-34	2.93%
H-07.	Mrs. Jayshree Sumit Landge Mr. Sunit Anil Landge	40-34	2.93%
H-08.	Mr. Umesh Laxman Garkar Mrs. Sulochana Umesh Garkal	39-29	2.86%
H-09.	Mr. Sachhidanand Deepnarayan Vishwakarma Mrs. Arati Sachhidanand Vishwakarma	39-29	2.86%
H-10.	Mr. Tushar Shankarrao Sutar Mrs. Swati Tushar Sutar	40-34	2.93%
H-11.	Mr. Mohan Premchand Patil Mrs. Babita Mohan Patil	40-34	2.93%
H-12.	Mr. Sachin Rajendra Uttekar Mrs. Suman Rajendra Uttekar	39-29	2.86%
H-13.	Mr. Meena Vijay Bariya	39-29	2.86%
H-14.	With the Grantor	40-34	2.93%
H-15.	Mr. Vijay Hari Gaikawad Mrs. Sunita Vijay Gaikawad	40-34	2.93%
H-16.	Malti Sukhdeo Thakare Alies Mrs. Malti Vishnu Mahajan Mrs. Vishnu Savliram Mahajan	39-29	2.86%

(Contd. Page No. 18)



(18)

नसम-६	
दस्तावेज (502)	(2018)
१९	५९

COMMERCIAL UNITS :- SHOP

Apartment Shop No.	Name of the Owner	Carpet Area in sq.mtrs. as per Completion Certificate	Percentage of voting
01.	Mr. Prakash Sakharam Lahamge	21-53	1.81%
02.	With the Grantor	14-12	1.02%
03.	Mr. Pandurang Krishna Mandlik Mr. Vikrant Pandurang Mandlik	14-12	1.02%
04.	With the Grantor	14-12	1.02%
05.	With the Grantor	15-97	1.16%
06.	With the Grantor	18-28	1.33%
Total-		1372-22	100%

SEVENTH :-

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

(Contd. Page No. 19)



(19)



EIGHTH :-

That it appears above 'a' plans of ownership is hereby contributed under and subject to the provisions of Maharashtra Apartment Ownership Act, 1970 so that the Apartment units of the **GROUND & FOURTH** upper may be conveyed and registered as having its own exit to the common areas and facilities of the building with each apartment owner having exclusive and particular right, title and interest over his respective unit and in addition, specified undivided interest in the common areas and facilities and restricted common areas and facilities.

NINETH :-

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

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

TENTH :-

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

(Contd. Page No.20)



(20)

नस-५	
दस्तावेज/ ५०६२	/२०१९
२९	५९

ELEVEN :-

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

TWELVE :-

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

THIRTEEN :-

That such Apartment unit owners shall comply with the provisions of this deed, bye-laws, decisions and resolutions of the Association of Apartment unit-owners which is representative and failure to comply with any such provisions, decision or resolution shall for an action to recover the sums due for damages or for injunction relief.

FOURTEEN :-

That the dedications of the property to the plan of apartment-unit-ownership, of any of the apartment-unit-owners and mortgages of all the mortgages covering the units unanimously agreed. Revocation or amendment or removal of the property from the plan by duly registered.

FIFTEEN :-

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

(Contd. Page No.21)



(21)



SIXTEEN :-

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

SEVENTEEN :-

That all the present or future owners, future tenants of any other person that might use the facilities of the building in any manner, are subject to the provision of this deed and that the mere acquisition or rental of any of the apartment in the building of more act of occupancy of any of such units shall signify that the provision of this deed are accepted and ratified. The respective apartment-unit shall not be rented or given on leave and license or on care-taken basis by apartment unit owner thereof for transient of purpose, which shall be denied as:-

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

EIGHTEEN :-

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

(Contd. Page No.22)



(22)

नसि-६	
दस्तावेज नं. ५०२	२०१९
२३	५९

NINETEEN :-

That whereas apartment unit is sold by a mortgages in exercise of his powers of sale under an english mortgage against the owner of such apartment unit, -then neither the mortgage nor the purchaser who derives title to the apartment unit at such sale, or his successor or assigns shall be liable for assessment by the Association which become due prior to the acquisition of title by such acquiror, it being understood, however that the above shall not be constructed to prevent the association of apartment owner from fillings and claiming the charge for such assessment and enforce the same as provided by law and about such a charge shall be sub-ordinate to such mortgage.

TWENTY :-

That in a voluntary conveyance of an agreement units, the grantee of the unit shall be jointly and severally liable with the grantors for all unpaid assessment by the Association of apartment owners against the latter for his share in the common expenses up to the time of grant of conveyance without prejudice to the right of the -grantee to recover from the grantors the amounts paid by the grantees therefore shall be entitled to a statement from the manager or Board of Managers Association as the case may be setting forth the amount of the unpaid assessment against the grantors, due to the association and such grantee shall not be liable for, nor shall the apartment unit conveyed be subject to the charge for any unpaid assessments made by the Association of Apartment owners against the grantors in excess of the amounts therein set forth.

TWENTY ONE :-

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

TWENTY TWO :-

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

(Contd. Page No.23)



TWENTY THREE :-

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

IN WITNESS WHEREOF THE GRANTORS HERETO
SET THEIR RESPECTIVE HANDS THIS DAY
OF 21th SEPTEMBER IN THE YEAR 2019.

THE GRANTOR



M/S. VASTURANG INFRASTRUCTURE
PVT. LTD, THROUGH DIRECTOR
MR. BHAGWAN DAMODAR GITE,
THE GRANTOR (THE OWNER)
(BUILDER / PROMOTER)

WITNESS :-

1) Shri C.S. D. D. D.

2) S. A. Anil

(Contd. Page No.24)



(24)

नस-६	
दस्तावेज/	२०८२ / २०९९
२५	५५

EXHIBIT - B

**BYE-LAWS OF " VASTURANG ENCLAVE
WING- G & H " APARTMENT CONDOMINIUM.**

CHAPTER - I

1. SHORT TITLE & APPLICATION :-

a) These bye-laws may be called the bye - laws of the
" VASTURANG ENCLAVE WING- G & H "
APARTMENT CONDOMINIUM.

b) The provisions of these bye - laws apply to the
" VASTURANG ENCLAVE WING- G & H "
APARTMENT CONDOMINIUM all the present & future
owners, tenants, and their employees or any other persons
that might use the facilities of the building in any
manner are subject to the regulations set forth in the
bye-laws.

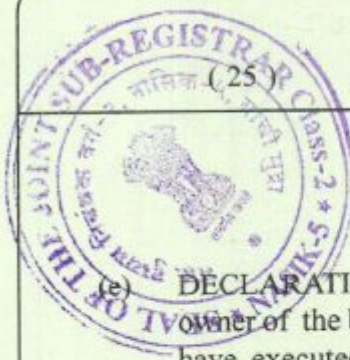
The more acquisition of taking on licence or any
of the units (hereinafter referred to as units) of the building
or more act of occupancy of any of the said units will
signify that bye-laws are accepted, ratified and will be
complied with.

2. DEFINITIONS :-

In these bye-laws, unless the context requires otherwise.

- (a) ACT means the Maharashtra Apartment Ownership Act,
1970.
- (b) Association means Association of all the Apartment
owners constituted by such owners for the purpose of
" VASTURANG ENCLAVE WING- G & H "
APARTMENT CONDOMINIUM.
- (c) BOARD means a Board of Managers, consisting of
three persons all of whom shall be owners of
Apartment in **" VASTURANG ENCLAVE WING-
G & H " APARTMENT CONDOMINIUM.**
- (d) BUILDING means the building located Survey No.
45/5/2/2, Plot No. 4 admeasuring area 824.43 Sq. Mtrs
Situating at Village MAKHAMALABAD Shivar, Tal -
Dist-Nashik **" VASTURANG ENCLAVE WING-
G & H " APARTMENT CONDOMINIUM.**

(Contd. Page No. 25)



(e) **DECLARATION** means the Declaration which the sole owner of the building or all the owners of the building have executed and registered as provided in section-2.

(f) **MAJORITY OF OWNERS** means these owners holding 51 % of the votes in accordance with the percentage assigned in the Declaration.

(g) **OWNER OF APARTMENT OWNER** means the persons owing in Apartment in " **VASTURANG ENCLAVE WING- G & H** " APARTMENT CONDOMINIUM.

(h) **SECTION** means a section of the Act.

(i) **UNIT** means a Unit in " **VASTURANG ENCLAVE WING- G & H** " APARTMENT CONDOMINIUM.

(j) **REGISTRAR** means the Registrar of Co - Operative Societies.

3. The building located Survey No. 45/5/2/2, Plot No. 4 admeasuring area 824.43 Sq. Mtrs Situated at Village Makhamalabad, Taluka & Dist Nashik known as " **VASTURANG ENCLAVE WING- G & H** " APARTMENT CONDOMINIUM is submitted to the provisions of the Act.

4. **OBJECTS OF THE ASSOCIATION :-**

The obligation of the Association shall be :-

a) To be and to act as the association of Apartment owners of the building called Nashik, Survey No. 45/5/2/2, Plot No. 4 admeasuring area 824.43 Sq. Mtrs Situated at Village Makhamalabad, Taluka & Dist - Nashik known as " **VASTURANG ENCLAVE WING- G & H** " APARTMENT CONDOMINIUM (hereinafter called the said building) who have filled their respective Declarations submit their Apartment to the provisions of the Act.

b) To invest or deposit moneys.