

395/4843

Friday, June 07, 2019
4:18 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 5282 दिनांक: 07/06/2019

गावाचे नाव: नाशिक शहर

दस्तऐवजाचा अनुक्रमांक: नसन5-4843-2019

दस्तऐवजाचा प्रकार: डिक्लरेशन

सादर करणाऱ्याचे नाव: श्री. मुकेश धनराज मोरे, रा. नाशिक यांचेतर्फे विशेष मुखत्यार म्हणून श्री. दौलेंद्र तुकाराम साळुंके

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 860.00

पृष्ठांची संख्या: 43

एकूण:

रु. 960.00

आपणास मूळ दस्त, धंबनेल प्रिंट, सूची-२ अंदाजे
4:45 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik 5

बाजार मुल्य: रु. 1/-

मोबदला रु. 0/-

घरलेले मुद्रांक शुल्क : रु. 100/-

सह. दुय्यम निबंधक वर्ग-२
नाशिक - ५.

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH002387703201920E दिनांक: 07/06/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु. 860/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0706201902743 दिनांक: 07/06/2019

बँकेचे नाव व पत्ता:

मुळ दस्तऐवज परत केला

गावाचे नाव : नाशिक शहर

- (1) विलेखाचा प्रकार
(2) मोबदला
(3) बाजारभाव (भाडेपट्ट्याच्या बाबत पट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

विलेखेस

0

1

सह. दुसरे निबंधक वर्ग-२



1) पालिकेचे नाव: नाशिक न.न.पा. इतर वर्णन : इतर माहिती: तुकडी जिम्हा नाशिक, पोट तुकडी तामुका नाशिक पैकी नाशिक महानगरपालिका, नाशिक बांधे हद्दीतील, मोडे नाशिक या गावाचे शिबारातील सर्व्हे नंबर 159/2/1/1 या मिळकतीवरील अंतीम मंजूर अधिस्वात्वातील प्लॉट नंबर 02 यांसी क्षेत्र 810.71 चौ.मी. या मिळकतीवर मंजूर बांधकाम नकाशाप्रमाणे एम.के. ग्रॉइंड अपार्टमेंट या गावाचे 13 दुकान/गांप व 04 सरनिका असलेल्या इमारतीचे बांधकाम केलेले असून सदर प्लॉट मिळकत, त्यावर बांधलेली इमारत व सदरील इमारतीतील बांधीव मिळकतीबाबतचे घोषणापत्र. ((Survey Number : 159/2/1/1 ; Plot Number : 2 ;))

(5) क्षेत्रफळ

1) 810.71 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

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

1): नाव: श्री. मुकेश धनराज मोरे, रा. नाशिक बांधेवर्क विशेष मुखत्यार म्हणून श्री. शैलेंद्र तुकाराम साठुके बस: 39; पत्ता: -, -, रो-हाऊस नंबर 5, अमृतदिप रो-हाऊसेस, मोरकेचूरनगर, भामटबाडे, नाशिक, -, विमूर्ति चौक, MAHARASHTRA, NASHIK, Non-Government. पिन कोड: 422008 पॅन नं:-AVJPM4897K

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

(9) दस्तऐवज करून दिल्याचा दिनांक 07/06/2019

(10) दस्त नोंदणी केल्याचा दिनांक 07/06/2019

(11) अनुक्रमांक, खंड व पृष्ठ 4843/2019

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क 100

(13) बाजारभावाप्रमाणे नोंदणी शुल्क 100

(14) शेर

सह. दुसरे निबंधक वर्ग-२
हस्ताक्षर-५.

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद:-

Affidavit





CHALLAN
MTR Form Number-6

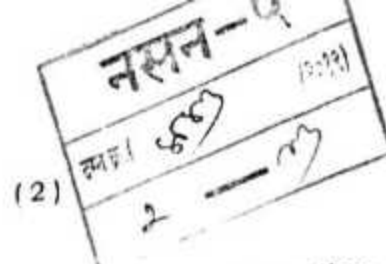


SRN MH002387703201920E		BARCODE		Date 07/06/2019-11:15:41	Form ID 25.1
Department Inspector General Of Registration			Payer Details		
Stamp Duty			TAX ID (If Any)		
Type of Payment Registration Fee			PAN No.(If Applicable)		AVJPM897K
Office Name NSKS_NASHIK 5 JOINT SUB REGISTRAR			Full Name		Mukesh Dhanraj Mrre
Location NASHIK			Flat/Block No.		S.No.158/2/1/1
Year 2019-2020 One Time			Premises/Building		
Account Head Details		Amount In Rs.	Road/Street		
0030048401 Stamp Duty		100.00	Plot No. 2 area 810.71 Sqm		
0030063301 Registration Fee		100.00	Area/Locality		
			Town/City/District		
			PIN		
			Remarks (If Any)		
			SecondPartyName: S.K. Pride Apartment - CA=0 - Marketable=1		
			Amount In Words		
			Two Hundred Rupees Only		
Total		200.00			
Payment Details STATE BANK OF INDIA			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	Ref. No.	00040572019060733645
Cheque/DD No.			Bank Date	RBI Date	07/06/2019-11:16:13
Name of Bank			Bank-Branch	STATE BANK OF INDIA	
Name of Branch			Scroll No. , Date	Not Verified with Scroll	

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दफ्तर निबंधक कार्यालयात नोंदणी करायच्या दस्तऐवजासाठी लागू आहे. नोंदणी न करायच्या दस्तऐवजासाठी सदर चलन लागू नाही.

Stamp Duty: Rs. 100/-

DEED OF DECLARATION of S K PRIDE APARTMENT Condominium This DEED OF DECLARATION is made & executed at Nashik on this the 7 th day of the month June, in the year Two Thousand and Nineteen (2019).	Print Date 07-06-2019 11:16:11
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(2)

MR. MUKESH DHANRAJ MORE, Age- 39 years, Occupation- Medical Practitioner, PAN: AVJPM4897K, R/o. Flat No. A-802, Opal Enclave, Govind Nagar Ring Road, Karmiyogi Nagar, Nashik-422009; hereinafter referred to as the "**Grantor Land Owner/Bullder/Promoter**", (which expression unless it be repugnant to the context or meaning thereof, shall always mean and include successor-in-interest, legal representatives, executors, administrators & assigns, etc.) who is fully empowered and qualified to execute this Deed does hereby state:

FIRST:

That the Grantor Landowner owns & possessed of and otherwise well and sufficiently entitled to all that piece & parcel of non-agricultural plot property bearing **Plot No. 02 admeasuring 810.71 Sq.Mtrs.**, from & out of **Survey No. 159/2/1/1**, situated, lying and being at Uma Nagar, Tarwala-Amrutdham Link Road, Panchavati, **Village Nashik**, Taluka & District Nashik, within the limits of Nashik Municipal Corporation, and within Registration District & Sub-Registration Taluka Nashik, and hereinafter for the sake of brevity, referred to as "**the said property**" and more particularly described in the Schedule written hereunder.

That the Grantor Landowner purchased the said property from Shri. Nandkishor Ganpatlal Sevak, Shri. Ashish Bhagwanji Wasani & Mrs. Heena Pramod Vasani under a registered Sale Deed Dt. 23/10/2017, which is duly registered in the office of Joint Sub-Registrar of Assurances, Nashik-5 under Serial No. 5346/2017 on 23/10/2017. Accordingly the name of Grantor Landowner is mutated to the revenue record of said property vide M. E. No. 103669.

SECOND:

That the said property is out of final layout plan which is finally approved by the Assistant Director, Town Planning, Nashik Municipal Corporation, Nashik vide letter Outward No./Town Planning Department/Final/Panchavati/56/1001 Dt. 28/08/2007 and the Collector of Nashik has been granted Non-Agricultural Permission U/s. 44 of the Maharashtra Land Revenue Code, 1966 vide Order No. Maha/ Kaksha-3/4/Bhi.She.Pra.Kra./106/2006 Dt. 04/01/2007. The necessary yearly N.A. tax was paid by Grantor Landowner till date.

That that Grantor Landowner decided to construct a building on the said property & appointed Meghna Shankar Phadol as an Architect & Yogin Kulkarni as a Structural Engineer, and get prepared a building construction plan on the said property from the approved Architect & submitted it for approval to Nashik Municipal Corporation, Nashik. The said building construction plan is duly approved by the Assistant Director Town Planning, (Town Planning), Nashik Municipal Corporation vide **Commencement Certificate No. LND/BP/Nashik/DCR/ 0137/2018 Dt. 04/05/2018**. The said plan is approved for residential + commercial purpose and attached hereto as "**Exhibit-A**".

That the Grantor Landowner has get registered the project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with



(3)



the Real Estate Regulatory Authority at Mumbai having its **Registration No. PS1600016983** on 26/06/2018

That the Grantor Landowner has applied to the Collector of Nashik for conversion of area 297.63 Sq.Mtrs. out of total plot area for commercial purpose, and accordingly the Dy. Collector, Nashik vide **Order No. Masha/Kaksha/3/2/Ru.Ka.Aa./SR/322/2018 Dt. 07/02/2019** converted the area 297.63 Sq.Mtrs. for commercial purpose.

That the Grantor Landowner has commenced & completed the construction work on the said property of a building known as **"S K PRIDE APARTMENT"** consisting of Ground + Mezzanine Floor & First Floor, having 13 Shops & 04 Flats according to the plans attached hereto as "Exhibit A".

THIRD:

That the said building consists of ground floor, mezzanine floor and first floor. On ground + mezzanine floor there should be 13 Shops of all commercial purpose, and in front of shops there is parking for shop owners, and behind these shops there is free allotted open/covered parking for flat owners, and First floor consist of 04 individual apartments/perit house type flats all for residential purposes. The Ground, Mezzanine & First floors are all capable of individual utilization on account of having their own exit to a common area and facility of the building, and the apartments will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto and each apartment constituting a heritable and transferrable, immovable property within the meaning of any law for the time being in force in the State (hereinafter referred to as **"family unit"**), and also an undivided interest in the general and/or restricted common areas and facilities of the building, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as **"general and/or restricted common areas and facilities"**, all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

FOURTH:

That the said property having total area 810.71 Sq.Mtrs. The said Building constructed upon the said property shall be as per the prevalent rules of Floor Space Index (FSI). Therefore, considering plot area and basic FSI, the commercial and residential units are constructed on the said property.

However, in case there is any increase in the said FSI by the concerned authorities in future, then the same shall be utilized by the Flat Owners of First Floor only. The Flat Owners of First Floor has a right to utilize the increased FSI on the said building in accordance with the revised building plan as may be approved/sanctioned by the local authority.

With the addition of further floors over the existing building due to increase in FSI, and at the request of Flat Owners of First Floor, the Grantor Landowner alongwith the Flat Owners shall have to execute a Supplementary Deed of Declaration thereby causing change in the voting & rights in common area, percentage of the existing apartment owners.



However, such additional construction shall not cause any deduction in the actual carpet area of the existing apartments.

That in pursuance to the development of said property and to have perfect title and legal status to each independent constructed tenement/apartment, the Grantor Landowner have decided to submit the said property under a Scheme of Apartment under Section 2 & 11 of the Maharashtra Apartment Ownership Act, 1970, hereinafter referred to as the "said Act" and under Rule 3 of the Maharashtra Apartment Ownership Rules, 1972, hereinafter referred to as the "said Rules".

That the carpet area of constructed premises shall be calculated under the provisions of Sec. 2(k) of the Real Estate (Regulation and Development) Act 2016 and vide Circular No. 4/207 Dt. 14/06/2017 issued by Real Estate Regulatory Authority, Mumbai.

FIFTH:

That this condominium shall be known as "**S K PRIDE APARTMENT**", consist of 13 commercial shops & 04 residential flats/family units.

That each unit /apartment owner in the said building has voting right in the percentage as specifically written herein under in **Clause Six** of this Deed. But in future, the said voting rights may be changed if the additional work done by the Grantor Landowner on top terrace of the said building by obtaining prior permission from the Competent Authority.

That the family units and common areas and facilities of the building will be as follows:-

1. THE DESCRIPTION OF EACH COMMERCIAL & FAMILY UNIT IS AS UNDER:-

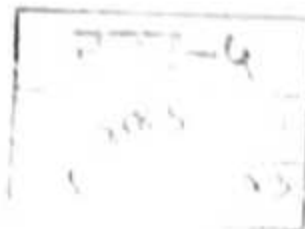
In the said building, on Ground + Mezzanine Floor there are 13 shops consecutively numbered as Shop No. 01, 02, 03, 04 and so on, and in front of these shops there are parking for them, and behind these shops there are free allotted open/covered parking for residential flat premises, and on First Floor there are 04 residential/family units consecutively numbered as Flat No. 01, 02, 03 & 04. The Grantor Landowner reserved his right to allot top terrace above the said flats to the respective flat owner/purchasers and the said prospective flat owners will have exclusive right to use the top terrace above said flat premises for advertisement purpose or mobile towers by obtaining prior permission from Competent Authority. Hereinafter such units will be referred to as Family Unit Type Number One, Two, etc. respectively.

Commercial Units:-

- a) **Commercial Unit Type No. 01:** It is **Shop No. 01 on Ground Floor + Mezzanine Floor**, as per municipal drawing **Carpet area admeasuring 25.56 Square Meters**, alongwith separate Toilet Block, and alongwith absolute & exclusive right to use, utilize, enjoy front/south side marginal space of said shop for parking of vehicles,



(5)



and also right to use common areas & facilities of the said building as specifically shown in Exhibit-A of this Deed and bounded as per approved building plan.

Name of Owner : Mrs. Rekha Anil Khairnar &
Mr. Anil Laxman Khairnar

Purpose : Commercial

The main shutter/door of this Apartment has independent access through south side marginal space of building attached to this Apartment.

The Agreement for Sale of said shop is registered in the office of Sub-Registrar of Assurances, Nashik-5 under Serial No. 7893/2018 on 15/10/2018.

- b) **Commercial Unit Type No. 02:** It is **Shop No. 02 on Ground Floor + Mezzanine Floor**, as per municipal drawing **Carpet area admeasuring 25.56 Square Meters**, alongwith separate Toilet Block, and alongwith absolute & exclusive right to use, utilize, enjoy front/south side marginal space of said shop for parking of vehicles, and also right to use common areas & facilities of the said building as specifically shown in Exhibit-A of this Deed and bounded as per approved building plan.

Name of Owner : Mrs. Neeta Sharad Nathe &
Mr. Sharad Ambadas Nathe

Purpose : Commercial

The main shutter/door of this Apartment has independent access through south side marginal space of building attached to this Apartment.

The Agreement for Sale of said shop is registered in the office of Sub-Registrar of Assurances, Nashik-5 under Serial No. 3343/2019 on 18/04/2019.

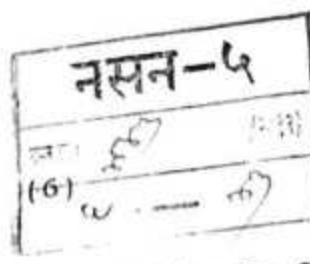
- c) **Commercial Unit Type No. 03:** It is **Shop No. 03 on Ground Floor + Mezzanine Floor**, as per municipal drawing **Carpet area admeasuring 25.56 Square Meters**, alongwith separate Toilet Block, and alongwith absolute & exclusive right to use, utilize, enjoy front/south side marginal space of said shop for parking of vehicles, and also right to use common areas & facilities of the said building as specifically shown in Exhibit-A of this Deed and bounded as per approved building plan.

Name of Owner : Mr. Madhukar Vishnu Thorat

Purpose : Commercial

The main shutter/door of this Apartment has independent access through south side marginal space of building attached to this Apartment.

The Agreement for Sale of said shop is registered in the office of Sub-Registrar of Assurances, Nashik-5 under Serial No. 2246/2019 on 18/03/2019.



Commercial Unit Type No. 04: It is **Shop No. 04 on Ground Floor**, as per municipal drawing **Carpet area admeasuring 17.52 Square Meters**, alongwith separate Toilet Block, and alongwith absolute & exclusive right to use, utilize, enjoy front/south side marginal space of said shop for parking of vehicles, and also right to use common areas & facilities of the said building as specifically shown in Exhibit-A of this Deed and bounded as per approved building plan.

Name of Owner : Mr. Mukesh Keshav Dhandhukiya
Purpose : Commercial

The main shutter/door of this Apartment has independent access through south side marginal space of building attached to this Apartment.

The Agreement for Sale of said shop is registered in the office of Sub-Registrar of Assurances, Nashik-5 under Serial No. 8826/2018 on 17/11/2018.

- e) **Commercial Unit Type No. 05:** It is **Shop No. 05 on Ground Floor + Mezzanine Floor**, as per municipal drawing **Carpet area admeasuring 24.41 Square Meters**, alongwith separate Toilet Block, and alongwith absolute & exclusive right to use, utilize, enjoy front/south side marginal space of said shop for parking of vehicles, and also right to use common areas & facilities of the said building as specifically shown in Exhibit-A of this Deed and bounded as per approved building plan.

Name of Owner : Mr. Prakash Rambhau Kute
Purpose : Commercial

The main shutter/door of this Apartment has independent access through south side marginal space of building attached to this Apartment.

The Agreement for Sale of said shop is registered in the office of Sub-Registrar of Assurances, Nashik-5 under Serial No. 9008/2018 on 28/11/2018.

- f) **Commercial Unit Type No. 06:** It is **Shop No. 06 on Ground Floor**, as per municipal drawing **Carpet area admeasuring 16.35 Square Meters**, alongwith separate Toilet Block, and alongwith absolute & exclusive right to use, utilize, enjoy front/south side marginal space of said shop for parking of vehicles, and also right to use common areas & facilities of the said building as specifically shown in Exhibit-A of this Deed and bounded as per approved building plan.

Name of Owner : Mr. Chindha Mahadu Suryawanshi
Purpose : Commercial

The main shutter/door of this Apartment has independent access through south side marginal space of building attached to this Apartment.



(9)



- m) **Commercial Unit Type No. 13:** It is **Shop No. 13 on Ground Floor + Mezzanine Floor**, as per municipal drawing **Carpet area admeasuring 28.91 Square Meters**, alongwith separate Toilet Block, and alongwith absolute & exclusive right to use, utilize, enjoy front/south side marginal space of said shop for parking of vehicles, and also right to use common areas & facilities of the said building as specifically shown in Exhibit-A of this Deed and bounded as per approved building plan.

Name of Owner : Unsold

Purpose : Commercial

The main shutter/door of this Apartment has independent access through south side marginal space of building attached to this Apartment.

Residential Units:

- n) **Family Unit Type No. 01:** It is **Flat No. 01 as a Pent House on First Floor**, as per municipal drawing **Carpet area admeasuring 39.74 Square Meters + Open Balcony area 20.07 Square Meters + Top Terrace admeasuring 67.55 Square Meters + free allotted open parking area 4.65 Square Meters** on Ground Floor only for parking of vehicles, and alongwith right to use, utilize, enjoy common areas & facilities of the said building as specifically shown in Exhibit-A of this Deed and bounded as per approved building plan.

Name of Owner : Unsold

Purpose : Residential

The main door of this Apartment has independent access through passage/corridor attached to this Apartment.

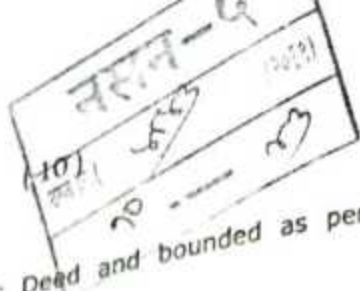
- o) **Family Unit Type No. 02:** It is **Flat No. 02 on First Floor**, as per municipal drawing **Carpet area admeasuring 39.83 Square Meters + Open Balcony area 11.70 Square Meters + free allotted open parking area 4.65 Square Meters** on Ground Floor only for parking of vehicles, and alongwith right to use, utilize, enjoy common areas & facilities of the said building as specifically shown in Exhibit-A of this Deed and bounded as per approved building plan.

Name of Owner : Unsold

Purpose : Residential

The main door of this Apartment has independent access through passage/corridor attached to this Apartment.

- p) **Family Unit Type No. 03:** It is **Flat No. 03 as a Pent House on First Floor**, as per municipal drawing **Carpet area admeasuring 39.88 Square Meters + Open Balcony area 30.11 Square Meters + Top Terrace admeasuring 80.28 Square Meters + free allotted open parking area 4.65 Square Meters** on Ground Floor only for parking of vehicles, and alongwith right to use, utilize, enjoy common areas & facilities of the said building as specifically



shown in Exhibit-A of this Deed and bounded as per approved building plan.
Name of Owner : Unsold
Purpose : Residential

The main door of this Apartment has independent access through passage/corridor attached to this Apartment.

q) **Family Unit Type No. 04:** It is **Flat No. 04 on First Floor**, as per municipal drawing **Carpet area admeasuring 39.92 Square Meters + Open Balcony area 14.18 Square Meters + free allotted open parking area 4.65 Square Meters** on Ground Floor only for parking of vehicles, and alongwith right to use, utilize, enjoy common areas & facilities of the said building as specifically shown in Exhibit-A of this Deed and bounded as per approved building plan.

Name of Owner : Unsold
Purpose : Residential

The main door of this Apartment has independent access through passage/corridor attached to this Apartment.

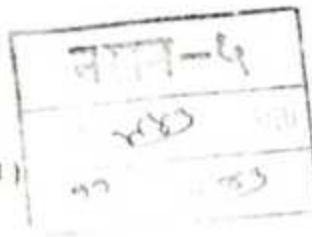
2. A) COMMON AREAS AND FACILITIES:

- a) All that piece and parcel of the said property as described in the Schedule written hereinafter;
- b) Septic Tank is provided on west-north side portion of said plot property adjacent to parking provided on Ground Floor, that area is always kept open for the egress and ingress, all shop & family unit/apartment owners have no any right to dump or store any article in the said area or erect any temporary or permanent structure in that area. That area is always to be kept open for the upkeep and maintenance of the septic tank;
- c) Plumbing network throughout the building;
- d) Electric wiring network throughout the building;
- e) Necessary light and water connections in the parking, stairways;
- f) The foundations and main walls, columns, girders, beams of the building as described in the plans which form part of this Deed as Exhibit-A hereof;
- g) Bore-well fitted with electric pump of pumping set to lift the water to underground as well as overhead water tank provided on top terrace of the said building;
- h) Underground water tank fitted with electric pump of pumping set to lift the water to overhead water tank provided on top terrace of the said building. The motor maintenance and electric charges are to be borne by all commercial & family unit holders commonly.
- i) The staircase of the said building which leads from the ground floor to the roof of the building for egress and ingress to each family unit;
- j) Entrance gate provided to the said property;

B) RESTRICTED COMMON AREAS AND FACILITIES:



(11)

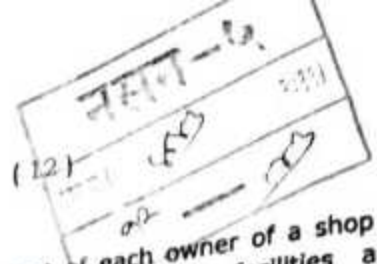


The top terrace above Flat No. 1 & 2 is allotted to Flat No. 01, and top terrace above Flat No. 3 & 4 is allotted to Flat No. 03, and the owners of Flat No. 1 & 3 were entitled to use, utilize & occupy the top terrace. But in case there is addition in FSI, the respective Flat Owners shall be entitled to carry out construction by erecting columns & beams on the top terrace as per revised building plan approved/ sanctioned by the local authority. In that case all family unit/apartment owners or his/her/their nominees will not raise any objection and will have to co-operate for the same.

- ii) The front/south side marginal area of each shop shall be used by the respective shop owners for parking of their as well as their clients, consumer's vehicles only.
- iii) Free allotted open parking area of ground floor behind of shops shall be used by the respective flat owners to whom the said parking is allotted for parking of their vehicles only.
- iv) All unit/apartment owners have no any right to erect any temporary or permanent structure in the parking provided on Ground Floor.
- v) The Septic Tank is provided on west & north side marginal space adjacent to parking on Ground Floor, that area is always kept open for the egress and ingress, all family unit/ apartment owners have no any right to dump or store any article in the said area or erect any temporary or permanent structure in that area. That area is always to be kept open for the upkeep and maintenance of the septic tank.
- vi) For entrance in the said building, there should be two gates/entries from east side & west side marginal space. The said area is always kept open for the egress and ingress and the adjacent shop owners should not close the said area and also not park their vehicles in the said area.
- vii) The Shop Purchaser/Allottee/s shall use their Shops or any part thereof or permit the same to be used only for commercial use which is legal and lawful in nature, but not any immoral or illegal purpose. The respective Shop Purchaser/Allottee/s shall not use their shops for Fabrication Work, Floor Mill, Liquor Shop, Beer Bar, Non-Veg Hotel, Grinding Machine, Fire, Godown and/or selling of any non-vegetarian foods/ items, etc. which shall affect the tranquility or peace of the occupiers of the building, not such business activities which affect the structure of the said building.

SIXTH:

- a) That the right, title and interest of each owner of shop & family units in the general common areas and facilities as listed hereinabove and their proportionate share in the profits and common expenses in the said general common areas and facilities, as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of "S K PRIDE APARTMENT" Condominium is based on the proportionate carpet area of such shop & family units to the total carpet area of all shops & family units (or value of such shop & family units to the total value of all shop & family units).



That the right, title and interest of each owner of a shop & family unit in the general common area and facilities and their proportionate share in the profits and common expenses in the said restricted common areas and facilities, as well as the proportionate representation of meeting of the Association of Apartment Owners of the "S K PRIDE APARTMENT" Condominium is based on the proportionate carpet area of such shop & family units to the total carpet area of all shops & family units (or value of such family unit to the total value of all shop & family units), and top terrace above flats is calculated 50% out of total area for measurement, as mentioned hereunder.

PERCENTAGE OF VOTING AND OWNERSHIP RIGHT OF THE SHOP & FAMILY UNIT HOLDERS

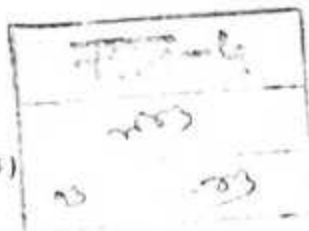
Apartment / Unit No.	Carpet area in Sq.Mtrs.	Open Balcony area in Sq.Mtrs.	Top Terrace area in Sq.Mtrs.	Ownership & Voting Right in Percent
Shop No. 01	25.56	-	-	3.75 %
Shop No. 02	25.56	-	-	3.75 %
Shop No. 03	25.56	-	-	3.75 %
Shop No. 04	17.52	-	-	2.57 %
Shop No. 05	24.41	-	-	3.58 %
Shop No. 06	16.35	-	-	2.40 %
Shop No. 07	24.77	-	-	3.64 %
Shop No. 08	7.19	-	-	1.06 %
Shop No. 09	20.64	-	-	3.03 %
Shop No. 10	31.66	-	-	4.65 %
Shop No. 11	20.86	-	-	3.06 %
Shop No. 12	28.64	-	-	4.21 %
Shop No. 13	28.91	-	-	4.25 %
Flat No. 01	39.74	20.07	67.55	18.71 %
Flat No. 02	39.83	11.70	-	7.57 %
Flat No. 03	39.88	30.11	80.28	22.07 %
Flat No. 04	39.92	14.18	-	7.95 %
Total				100.00 %

- c) The proportionate representation for voting purposes provided hereinabove may be limited in accordance with the provisions of the bye-laws attached hereto as Exhibit-A.
- d) Apartment/apartments 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 Deed of Declaration.

SEVENTH: That the administration of "S K PRIDE APARTMENT" Condominium consisting as aforesaid of the building and parcel of land described in Paragraph First and Fifth of this Deed shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws which are made a part of this Deed and are attached hereto as Exhibit-A.



(13)



EIGHTH: 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 all shop & family units of may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to a common area and facility of the building, each shop & family unit owner having an exclusive and particular right, title and interest over his/her/their respective shop & family unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

NINTH: That for the purposes of stamp duty and registration fees to be imposed on the registration of this Deed in the Register of Declaration and Deeds of Apartment under Section 13(5), the value of the "**S K PRIDE APARTMENT**" Condominium is on the basis of present Government Valuation of the year 2019-20. The Agreement for Sale of units are registered by paying stamp duty & registration fees.

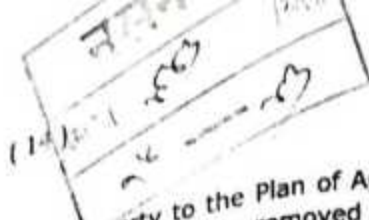
TENTH: That as long as the Grantor Landowner owns one or more of the family units, the Grantor Landowner shall be subject to the provisions of this Deed and of the Exhibit-A and B attached hereto and the Grantor Landowner covenants to take no action which will adversely affect the rights of the Association of Apartment Owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of "**S K PRIDE APARTMENT**" Condominium. And the Shop & Family Unit holder also not to take any action with will adversely affect the rights of the Grantor Landowner with respect to the balance construction of any Apartment in the building or other rights assigned to the Grantor Landowner.

ELEVENTH: That the general and/or restricted common areas and facilities shall remain undivided and no Apartment owner shall bring any action for partition or division thereof.

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

THIRTEENTH: That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the shop & family unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

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



FIFTEENTH: That the dedication of the property to the Plan of Apartment Ownership herein shall not be revoked, or the property removed from the Plan of Apartment Ownership, or any of the provisions herein amended unless all of the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation, or amendment, or removal of the property from the Plan by duly registered instruments.

SIXTEENTH: That no apartment owner of a shop & family unit may exempt himself/herself/themselves from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his/her/their shop & family unit.

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

EIGHTEENTH: That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed of Declaration and that the mere acquisition or rental of any of the shop & family units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this Deed of Declaration are accepted and rectified. The respective shop & family units shall not be rented or given on leave and license or caretaker 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 shop & 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 shop & family units shall have the absolute right to lease such unit or give it on leave and license or caretaker basis provided that said lease or leave and license or caretaker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the bye-laws in Exhibit-B attached hereto.

NINETEENTH: That if the property, subject to the Plan of Apartment Ownership is totally substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

TWENTIETH: That, where a family unit is sold by a mortgage 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 shop or family unit, 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 became due prior



(15)

to the acquisition of title by such acquirer, it being understood, however, that the above shall not be constructed 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.

TWENTY-FIRST: That in a voluntary conveyance of a shop & 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 share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the Grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the Association, as the case may be, setting forth the amount of the unpaid assessments against the Grantor due to the Association and such grantee shall not be liable for, nor shall the shop & family unit conveyed be subject to a charge for, any unpaid assessment made by the Association of Apartment Owners against the Grantor in excess of the amount therein, set forth.

TWENTY-SECOND: That the Manager or Board of Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering shop & family units but without prejudice to the right of the owner of a shop & family unit to obtain individual shop & family unit insurance.

TWENTY-THIRD: That, insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Apartment Owners; and that such payment of the blanket property insurance premiums as such premiums become due.

TWENTY-FOURTH: That, the amendment to this Deed 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 Owners for the same will be necessary and in pursuance to the resolution passed, the Board of Managers will be entitled to effect such amendment to the said Deed, provided such amendment must be registered.

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

SCHEDULE OF THE SAID PROPERTY REFERRED HEREINABOVE

All that piece & parcel of non-agricultural plot of land bearing **Plot No. 02** admeasuring **810.71 Sq.Mtrs.**, from & out of **Survey No. 159/2/1/1**, situated, lying and being at Uma Nagar, Tarwala-Amrutdham Link Road, Panchavati, **Village Nashik**, Taluka & District Nashik, within the limits of Nashik Municipal Corporation, and within Registration District & Sub-Registration Taluka Nashik and the said plot property bounded as under:-



On or towards East
On or towards West
On or towards South
On or towards North

(16)

By Plot No. 01
By Open Space
By 30.00 Mtrs. wide D.P. Road
By Survey No. 159

**IN WITNESS WHEREOF THE GRANTOR LANDOWNER HAVE SIGNED
ON THIS DAY, DATE AND YEAR FIRST MENTIONED HEREIN ABOVE.**



**SIGNED, SEALED & DELIVERED BY
WITHIN NAMED GRANTOR LANDOWNER
MR. MUKESH DHANRAJ MORE**

[GRANTOR LANDOWNER/BUILDER/PROMOTER]

More

In the presence of Witnesses:

1) Nayan Devidas Jadhav

Nayan

2) Sanjay Kisanrao Patil

Sanjay



(17)

Exhibit-A



BYE-LAWS OF THE "S K PRIDE APARTMENT" CONDOMINIUM

CHAPTER - I

1. SHORT TITLE AND APPLICATION:

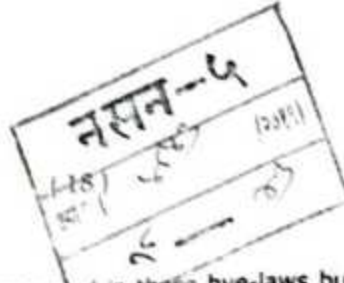
- (1) These Bye-laws may be called the Bye-laws of the **"S K PRIDE APARTMENT"** Condominium.
- (2) The provisions of these bye-laws apply to the **"S K PRIDE APARTMENT"** Condominium.

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

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

2. DEFINITIONS:

- (1) In these bye-laws, unless the context requires otherwise-
 - a) "Act" means the Maharashtra Apartment Ownership Act, 1970;
 - b) "Association" means the Association of all the Apartment Owners constituted by such owners for the purpose of the **"S K PRIDE APARTMENT"** Condominium;
 - c) "Board" means a Board of Managers consisting of three persons, all of whom shall be the owners of apartment in the **"S K PRIDE APARTMENT"** Condominium;
 - d) "Building" means the building located at **Plot No. 02** admeasuring **810.71 Sq.Mtrs.**, from & out of **Survey No. 159/2/1/1**, situated, lying and being at Uma Nagar, Tarwala-Amrutdham Link Road, Panchavati, **Village Nashik**, Taluka & District Nashik and known as the **"S K PRIDE APARTMENT"** Condominium, and includes the land forming part thereof;
 - e) "Declaration" means the Declaration which the sole owner of the building or all the owners of the building have executed and registered as provided in Section 2;
 - f) "Majority of owners" means those owners' holding of 51% of the votes in accordance with the percentages assigned in the Declaration;
 - g) "Owner" or "Apartment Owner" means the person owning an apartment in the **"S K PRIDE APARTMENT"** Condominium;
 - h) "Section" means a section of the Act;
 - i) "Unit" means a commercial and family unit in the **"S K PRIDE APARTMENT"** Condominium;
 - j) "Registrar" means Registrar of Co-Operative Societies.

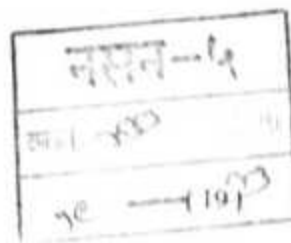


Words and expressions used in these bye-laws but not defined therein shall have the meaning respectively assigned to them in the Act.

3. **APARTMENT OWNERSHIP:** The building located at/ constructed on Plot No. 02 admeasuring 810.71 Sq.Mtrs., from & out of Survey No. 159/2/1/1, situated, lying and being at Uma Nagar, Tarwala-Amrutdham Link Road, Panchavati, **Village Nashik**, Taluka & District Nashik, known as the **"S K PRIDE APARTMENT"** Condominium is submitted to the provisions of the Act.

4. **OBJECTS OF ASSOCIATION:**

- (1) The objects of the Association shall be -
 - (a) to be and to act as the Association of Apartment Owners of the building called **"S K PRIDE APARTMENT"** constructed on Plot No. 02 admeasuring 810.71 Sq.Mtrs., from & out of Survey No. 159/2/1/1, situated, lying and being at Uma Nagar, Tarwala-Amrutdham Link Road, Panchavati, **Village Nashik**, Taluka & District Nashik (hereinafter called "the said building") who have filled their respective Declarations submitting their apartments to the provisions of the Act;
 - (b) to invest or deposit money;
 - (c) to provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the apartment owners, & if necessary loans for that purpose;
 - (d) to retain and rent or license of possible, suitable portions of the common areas to outsiders for commercial purposes, and to distribute the common profits left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve fund;
 - (e) to provide for and do all and any of the matters provided in sub-section (2) of section 16;
 - (f) to advance, with the consent of the apartment owners, any short-term loans to any apartment owners in case of emergent necessity, and to provide for the repayment thereof in lump sum or in installments;
 - (g) to establish & carry on, on its own account, or jointly with individuals or institutions, educational, physical, social & re-creative activities for the benefit of the apartment owners;
 - (h) to frame rules, with the approval of the general body meeting of the Association and 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 and otherwise provide for their welfare expedient for the attainment of the objects specified by these bye-laws.
- (2) The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purpose.



MEMBERS OF ASSOCIATION:

- (1) All persons who have purchased apartments in the "**S K PRIDE APARTMENT**" Condominium and executed respective Declarations under Section 5 submitting their apartments to provisions of the Act shall automatically be the members of the Association, and shall pay the sum of Rs. 1,000/- as entrance fee and may purchase at least one share of the face value of Rs. 1,000/- each. Each apartment owner shall receive a copy of this bye-laws on payment of Rs. 1,000/-.
 - (2) Upon any apartment owner, selling his apartment or absolutely conveying the same by way of gift or will or otherwise, the purchaser or donor shall automatically become a member of the Association, and shall be admitted as a member on payment of entrance fee of Rs. 1,000/-. The shares held by the apartment owner shall be transferred to the name of the purchaser or donee on payment of Rs. 1,000/- 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 representatives 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 purposes of administration of the "**S K PRIDE 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 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 vote.
7. **HOLDING OF ONE SHARE COMPULSORY:** Every apartment owner must hold at least one share of the Association (Joint apartment owners holding the shares jointly).
8. **DISQUALIFICATIONS:** No apartment owner shall be entitled to vote on the questions of the election of the members of the Board or 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.