

नसम-१
पत्र (६०६३ / २०२२)
१६ - १३०



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in the building, which is reasonable required to be used for entering into any family units in said building.

g) The underground water tank and overhead water tank constructed on the roof of the building for supply of water is common for all units in the said building and drainage system thereof along with all fittings of drainage and plumbing thereof.

h) Common plumbing network throughout the said building.

i) Common electric meter and lights thereof fitted in the common staircase portion.

j) The foundations and main walls, columns, guarders, beams of the building as described in the said plan attached and Exhibit "A" hereto.

k) Terrace on top of the building.

II Restricted areas and Facilities:

A. Following restricted areas and facilities are provided to the exclusive use and enjoyment of the units of the "SAARTHAK GARIMA APARTMENT A, B and C WING" .

The building is consists of 120 (One Hundred Twenty) Family Units/Flats and 9 (Nine) Shops Commercial Unit and a parking on ground floor separately provided for use of all the flat holders and the flat holders shall not use the allotted parking of each other. Allotted Parking Numbers are specifically mentioned in schedule of flats and Adjacent Terrace of Flat No. 201, 401, 601, 1001 area adm. 6.48 Sq. Mtrs. each of A Wing and Flat No. 201, 401, 601, 1001 area adm. 6.48 Sq. Mtrs. each of B Wing is only for the Owner of the Flat No. 201, 401, 601, 1001 of A Wing and Flat No. 201, 401, 601, 1001 of B Wing. Other flats owners will not claimed and entered in the said terrace area.

B. Partition walls common between such two apartments shall be restricted and be common between the same two units only.

C. The passage portion lying between staircase and apartment units at various floors and at various stages shall be restricted for the use and enjoyment of all flat holders.

D. The staircase leading from ground floor level to top floor level shall be restricted common area for the enjoyment of all the unit holders.

E. The balance FSI along with the additional FSI made available from NMC in future this FSI will be reserved from plot owner/land owner and this family member.

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

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दस्तावेज क्र. (6603 / 2022)

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A Wing

Residential Flats.	Area in Sq. Mtrs. (Carpet)	Voting Rights in %
101	53.56 + Balcony 6.62	0.846
102	53.56 + Balcony 6.62	0.846
103	37.74 + Balcony 5.58	0.609
104	59.40 + Balcony 9.07	0.962
105	59.40 + Balcony 9.07	0.962
106	37.74+ Balcony 5.58	0.609
201	53.56 + Balcony 6.62+Adjoinign Terrace 6.48	0.937
202	53.56 + Balcony 6.62	0.846
203	37.74+ Balcony 5.58	0.609
204	59.40 + Balcony 9.07	0.962
205	59.40 + Balcony 9.07	0.962
206	37.74+ Balcony 5.58	0.609
301	53.56 + Balcony 6.62	0.846
302	53.56 + Balcony 6.62	0.846
303	37.74+ Balcony 5.58	0.609
304	59.40 + Balcony 9.07	0.962
305	59.40 + Balcony 9.07	0.962
306	37.74+ Balcony 5.58	0.609
401	53.56 + Balcony 6.62+ Adjoining Terrace 6.48	0.937
402	53.56 + Balcony 6.62	0.846
403	37.74+ Balcony 5.58	0.609

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404	59.40 + Balcony 9.07	0.962
405	59.40 + Balcony 9.07	0.962
406	37.74+ Balcony 5.58	0.609
501	53.56 + Balcony 6.62	0.846
502	53.56 + Balcony 6.62	0.846
503	37.74+ Balcony 5.58	0.609
504	59.40 + Balcony 9.07	0.962
505	59.40 + Balcony 9.07	0.962
506	37.74+ Balcony 5.58	0.609
601	53.56 + Balcony 6.62+ Adjoining Terrace 6.48	0.937
602	53.56 + Balcony 6.62	0.846
603	37.74+ Balcony 5.58	0.609
604	59.40 + Balcony 9.07	0.962
605	59.40 + Balcony 9.07	0.962
606	37.74+ Balcony 5.58	0.609
701	53.56 + Balcony 6.62	0.846
702	53.56 + Balcony 6.62	0.846
703	37.74+ Balcony 5.58	0.609
704	59.40 + Balcony 9.07	0.962
705	59.40 + Balcony 9.07	0.962
706	37.74+ Balcony 5.58	0.609
801	53.56 + Balcony 6.62	0.846

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802	53.56 + Balcony 6.62	0.846
803	37.74+ Balcony 5.58	0.609
804	59.40 + Balcony 9.07	0.962
805	59.40 + Balcony 9.07	0.962
806	37.74+ Balcony 5.58	0.609
901	53.56 + Balcony 6.62	0.846
902	53.56 + Balcony 6.62	0.846
903	37.74+ Balcony 5.58	0.609
904	59.40 + Balcony 9.07	0.962
905	59.40 + Balcony 9.07	0.962
906	37.74+ Balcony 5.58	0.609
1001	53.56 + Balcony 6.62+ Adjoining Terrace 6.48	0.926
1002	53.56 + Balcony 6.62	0.846
1003	37.74+ Balcony 5.58	0.609
1004	59.40 + Balcony 9.07	0.962
1005	59.40 + Balcony 9.07	0.962
1006	37.74+ Balcony 5.58	0.609

B Wing

Residential Flats.	Area in Sq. Mtrs. (Carpet)	Voting Rights in %
101	53.56 + Balcony 6.62	0.846
102	53.56 + Balcony 6.62	0.846
103	37.74 + Balcony 5.58	0.609

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दस्तावेज क्र. (७७७७ / २०२२)

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104	59.40 + Balcony 9.07	0.962
105	59.40 + Balcony 9.07	0.962
106	37.74+ Balcony 5.58	0.609
201	53.56 + Balcony 6.62+Adjoinign Terrace 6.48	0.937
202	53.56 + Balcony 6.62	0.846
203	37.74+ Balcony 5.58	0.609
204	59.40 + Balcony 9.07	0.962
205	59.40 + Balcony 9.07	0.962
206	37.74+ Balcony 5.58	0.609
301	53.56 + Balcony 6.62	0.846
302	53.56 + Balcony 6.62	0.846
303	37.74+ Balcony 5.58	0.609
304	59.40 + Balcony 9.07	0.962
305	59.40 + Balcony 9.07	0.962
306	37.74+ Balcony 5.58	0.609
401	53.56 + Balcony 6.62+ Adjoining Terrace 6.48	0.937
402	53.56 + Balcony 6.62	0.846
403	37.74+ Balcony 5.58	0.609
404	59.40 + Balcony 9.07	0.962
405	59.40 + Balcony 9.07	0.962
406	37.74+ Balcony 5.58	0.609
501	53.56 + Balcony 6.62	0.846

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502	53.56 + Balcony 6.62	0.846
503	37.74+ Balcony 5.58	0.609
504	59.40 + Balcony 9.07	0.962
505	59.40 + Balcony 9.07	0.962
506	37.74+ Balcony 5.58	0.609
601	53.56 + Balcony 6.62+ Adjoining Terrace 6.48	0.937
602	53.56 + Balcony 6.62	0.846
603	37.74+ Balcony 5.58	0.609
604	59.40 + Balcony 9.07	0.962
605	59.40 + Balcony 9.07	0.962
606	37.74+ Balcony 5.58	0.609
701	53.56 + Balcony 6.62	0.846
702	53.56 + Balcony 6.62	0.846
703	37.74+ Balcony 5.58	0.609
704	59.40 + Balcony 9.07	0.962
705	59.40 + Balcony 9.07	0.962
706	37.74+ Balcony 5.58	0.609
801	53.56 + Balcony 6.62	0.846
802	53.56 + Balcony 6.62	0.846
803	37.74+ Balcony 5.58	0.609
804	59.40 + Balcony 9.07	0.962
805	59.40 + Balcony 9.07	0.962

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806	37.74+ Balcony 5.58	0.609
901	53.56 + Balcony 6.62	0.846
902	53.56 + Balcony 6.62	0.846
903	37.74+ Balcony 5.58	0.609
904	59.40 + Balcony 9.07	0.962
905	59.40 + Balcony 9.07	0.962
906	37.74+ Balcony 5.58	0.609
1001	53.56 + Balcony 6.62+ Adjoining Terrace 6.48	0.937
1002	53.56 + Balcony 6.62	0.846
1003	37.74+ Balcony 5.58	0.609
1004	59.40 + Balcony 9.07	0.962
1005	59.40 + Balcony 9.07	0.962
1006	37.74+ Balcony 5.58	0.609

C Wing

Comm. Unit /Shop No.	Area in Sq. Mtrs. (Carpet)	Voting Rights in %
1	19.97	0.280
2	19.97	0.280
3	19.97	0.280
4	19.97	0.280
5	19.97	0.280
6	19.97	0.280
7	19.97	0.280
8	19.97	0.280
9	19.97	0.280

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

C) Areas and facilities, appertaining to the Apartments are not encumbered in any manner whatsoever by the Grantor Owner/Developer.

07. The said scheme of **"SAARTHAK GARIMA APARTMENT"** Condominium is hereby declared as per the provisions of Maharashtra Apartment Ownership Act 1970. That the interest and title of each family unit owner is described in detail and the said common areas and facilities are described in details in the said scheme for the administration of the **"SAARTHAK GARIMA APARTMENT"** Bye laws are provided as per Exhibit B.

08. For the purpose of the stamp duty and registration fees and for the registration of the Deed of Apartment u/s. 13 (5) of the said Act, the value of the **"SAARTHAK GARIMA APARTMENT"** Condominium is distributed as follows:

a) Plots described in Para 1 hereof is valued as shown in the books of account.

b) Flats described in the plan Exhibit "A" are valued as per the books of account.

09. That the said common areas and facilities and/or restricted areas and facilities shall remain undivided and no other owner shall bring any action for partition or division thereof.

10. That the percentage of undivided interest in the said common areas and facilities established herein, shall not be changed except with the unanimous consent of all the Apartment Owners expressed in an Amendment to the Deed duly registered.

11. That the undivided interest in the said common areas and facilities and the restricted areas and facilities shall not be separated from the family unit to which in appertains and shall be deemed to be conveyed or encumbered with the unit even though such interest in not expressly mentioned or described in the conveyance or other instrument.

12. That each Apartment Owner shall comply with the provisions of this deed, the bye-laws, decisions and resolutions of the association of apartment owners or its representatives and failure to comply with any such provisions, decisions or resolutions, shall be a ground for an action to recover sums due for damages or for injunctive relief.

13. All sums assessed by the Associations, but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only:

i) Charge, if any, on the family unit for payment of Government or Municipal Taxes or both and;

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ii) All sums unpaid on a first mortgage of the flats etc.

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

15. That in a voluntary conveyance of a family unit the Grantee of the unit shall be jointly and severally liable with the Grantor/Owner/Developer for all unpaid assessments by the Association of Apartment owners against the letter of his share of the common expenses up to the time to the grant of conveyance without prejudice to the Grantee's rights to recover from the Grantor/Owner/Developer the amounts paid by the Grantee therefore. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the Association as the case may be setting for the amounts of the unpaid assessments against the grantor due to the association and such Grantee unit be conveyed subject to a charge for any unpaid assessments made by the Association of Apartment owners against the Grantor/Owner/Developer in excess of the amount therein set forth.

16. That as appears above, a plan of Apartment Ownership is hereby constituted under the provisions of the Maharashtra Apartment Ownership Act 1970, as so that the family units may be conveyed as registered as individual properties, independent on account of each having its own exist in the building, each family unit owner having an exclusive right, title and interest over his respective unit and in addition the specified interest in the said General and Common areas facilities hereinabove mentioned.

17. That all present or future owners, tenants or any other persons those might use the facilities of the building in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the family unit of the building or the more act or occupancy of the said units shall signify that the provisions of this Deed are accepted and rectified. The respective family units shall not be rented out or given on leave and license or caretaker basis by the apartment owners thereof for transient or hotel purpose, which shall be defined as (a) rental compensation or compensation for any period less than 30 days or (b) any rental if any the occupants of the family units are provided customary hotel or boarding or lodgings or paying guest service other than the foregoing obligators, the Apartment owners of the respective family units shall have absolute right to leave such unit or given on leave and license basis or care taker basis, provided that the said lease or leave and license or caretaker basis is a restriction contained in this declaration and made subject to the covenants and further subject to the by-laws in Exhibit "B" written hereunder.

18. It is agreed between the parties that, after execution of this agreement, if at any time, the Central Government/State Government/Local Authority/Revenue Authority/Any Other Authority/Any Court/Judicial Authority/ Quasi-Judicial Authority by way of any Statute/Rule/Regulation/Notification/Order/Judgment/ Executive Power etc., levies any Tax/Duty/Charges/Premium/ Levies/Cess/Surcharge /Demands/Welfare Fund or Any Fund/ Betterment Tax/Sales Tax/Transfer Tax/Turnover

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Tax/Works Contract Tax/Service Tax, VAT, Penalties, Local Body Tax etc. and put in force or shall be in force prospectively or retrospectively in respect of the all family units or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Vendor then reimbursed) by the prospective Purchasers and the said purchasers hereby indemnifies the Grantor from all such levies, cost and consequences.

The parties hereto understand that there is some obscurity relating to the payment of Local Body Tax related to the transaction in this agreement. It is however, agreed that the liability and responsibility to pay such Service Tax/VAT, penalties and interest thereon etc. shall solely be on the purchaser. The grantor shall not be liable and/or responsible for payment thereof. In the event, however, if the Grantor is constrained to pay any such amount, the said Purchaser shall be liable to reimburse the same to the Grantor together with penalty (if any) and interest from the date of payment by the Grantor. It is agreed that the Grantor shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/ undertaken by him. It is further agreed that there shall always be a charge/lien on the said flat in favor of the Grantor against the amount payable by the said purchaser to the Grantor towards the Service Tax/VAT and/or any other Tax, Duty, Charge, Premium, Levies, Cess, Surcharge, Penalties etc., relating to this transaction.

19. That where a family unit is sold by a Mortgagee in exercise of his power of sale under an English Mortgage or by a court in execution of a Decree in a suit brought out by a mortgage against the owner of such a family and basement unit at such sale or his successors or the assigns shall be liable for assessments by the Association, which becomes due prior to the acquisition of the title by such acquired, it being understood however, that the above shall not be construed to prevent the association of apartment owners from the filling and claiming charge for such assessments and enforcing the same as provided by law and that such a charge shall be subordinate to such mortgage.

SCHEDULE I OF THE SAID PROPERTY REFERRED TO ABOVE

All that piece and parcel of non-agriculture property bearing Plot No.8+7+6+5 total area admeasuring 3065.89 Sq.Mtr. out of Gat No. 227/A/2/1 laying and situated at **Village Ambad Khurd**, within the limit of Nashik Municipal Corporation, Nashik bounded as,

- | | | |
|-------|---|----------------------|
| East | - | 9 mtr. Wide road |
| West | - | 30 mtr. Wide DP road |
| South | - | Plot No. 4 |
| North | - | Survey No. 222 |

The entire said plots together with all things, appurtenant thereto and all rights of access and easement thereof.