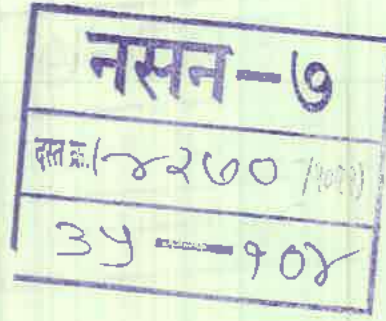


**TWENTY FIRST:-**

That all sum 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 residential unit for payment of Government or Municipal Taxes or both and (2) all sums unpaid on a first mortgage of the Apartment.

TWENTY SECOND:-

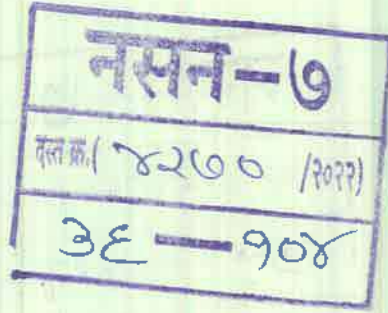
That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building/s/project in any manner, are subject to the provision of this deed of declaration and that the mere acquisition or rental of any of the residential of the building/s/project or the mere act of occupancy of any of the said units shall signify that the provisions of this declarations are accepted and ratified.

TWENTY THIRD:-

That if the property, subject 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.

TWENTY FOURTH:-

That where the residential/family unit is sold by a mortgagee in exercise of his powers of sale under the English Mortgage or by a Court in execution of a decree in a suit brought by a mortgage against the owner of such unit, then neither the Mortgagee nor the Purchaser who derived title to the such 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 Owner 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 FIFTH:-

That in a voluntarily conveyance of a residential unit the Grantee of such unit shall jointly and severally liable with the Grantor for all unpaid assessments by the Association of Apartment owners against the later for his share of the common expenses up to the time of grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee thereof. However, any such Grantee shall be entitled to a statement from the manager or Board of Manager of the Association, as the case may be setting forth the amount of unpaid assessments against the such Grantor due to the Association and such Grantee shall not be liable for, nor shall the Residential unit conveyed be 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.

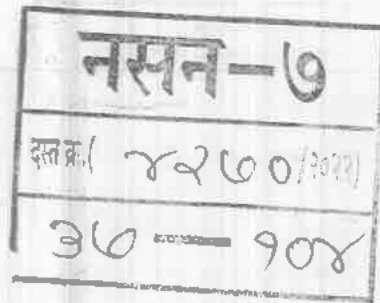
TWENTY SIXTH:-

That the Manager or Board of Managers of the Association of Apartment shall obtain and continue in effect of property insurance in form and amount satisfactory to Mortgagees holding first Mortgage covering residential units without prejudicial to the right of the owner of a residential unit to obtain the individual residential unit insurance.

TWENTY SEVENTH:-

That the amendment to this declaration will be effected after passing resolution to that effect in the meeting of all the Apartment owners and for such resolution the consent of 75% Apartment owners for the same will be necessary and in the pursuance of the resolution passed the Board of Managers will be entitled to effect such amendments to the declaration provided such amendment is duly registered.

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TWENTY EIGHTH:-

That the service of the notice and/or summons or any type of the correspondence will be made at the address mentioned to their respective flat/apartment which was bought by executing the Agreement for Sale and or the addresses subsequently informed by the apartment owners to the Board of Managers in writing. Also notices will be displayed on the common notice board which shall act as information for all, any notice displayed on the common notice board shall also be treated as served to all residing in the flat/apartments of the Project.

THE SCHEDULED OF THE PROPERTY REFERRED TO ABOVE

SCHEDULE - I

All those pieces and parcels of land bearing Survey No. 49/1/2 area admeasuring 15,300.00 Square Meters having CTS No. No. 2362/1 situated at Village **Gangapur**, Taluka & District Nashik (out of the same 659.49 Sq. Mtrs. of area is for 18.00 Mts wide road D.P. Road of N.M.C. and the F.S.I of the same is consumed) and within the limits of Nashik Municipal Corporation and within the jurisdiction of the Sub Registrar Nashik and bounded as under:-

On or towards the East :	Survey No.49 Part
On or towards the West :	Survey No. 50/2
On or towards the North :	Survey .No 47 and Survey No.48
On or towards the South :	18 M Wide Road

As mentioned herein above from the total area of land this deed is for **SAMRAAT APNA GHAR PHASE- I Building - 'A'- Wing 'A1','A2','A3', Building - 'B'- Wing 'B1','B2','B3' Building - 'C'- Wing 'C1','C2','C3', Building - 'D'- Wing 'D1','D2', Building - 'E'- Wing 'E1','E2','E3' 'E4','E5', totally consisting 448 Residential units and 16 Commercial Units of buildings standing thereon and for the land and soil below the plinth area of the Building - 'A'- Wing 'A1','A2','A3', Building**

नसम-७	
मिति ४२६०	१२२२
३८	९०४



- 'B'- Wing 'B1', 'B2', 'B3' Building - 'C'- Wing 'C1', 'C2', 'C3', Building -
 'D'- Wing 'D1', 'D2', Building - 'E'- Wing 'E1', 'E2', 'E3' 'E4', 'E5' total
 land and soil 4,718.68 Sq. Mtrs. below the plinth area only

IN WITNESS WHEREOF THE GRANTOR/OWNER HAVE SIGNED
 ON THESE DAY DATE AND YEAR FIRST MENTIONED ABOVE.

SIGNED SEALED AND DELIVERED.

M/s. SHWETA INFRASTRUCTURE &
 HOUSING (I) PRIVATE LIMITED.

Through Its- DIRECTOR

MR. SUJOY JAYANT GUPTA
 (THE GRANTOR/OWNER)



Witness:-

1)

NAME : Kunal Sonawane

Add. Samraat HQ, A-33,

NICE Area. MIDC Satpur, Nashik.

2)

NAME : Pankaj Ahera

Add. Samraat HQ, A-33,

NICE Area, Satpur Nashik

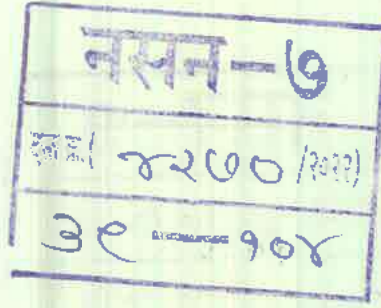


EXHIBIT – “A”
BYE LAWS OF “SAMRAAT APNA GHAR PHASE- I”

Building - ‘A’- Wing ‘A1’,‘A2’,‘A3’,

Building - ‘B’- Wing ‘B1’,‘B2’,‘B3’

Building - ‘C’- Wing ‘C1’,‘C2’,‘C3’,

Building - ‘D’- Wing ‘D1’,‘D2’,

Building - ‘E’- Wing ‘E1’,‘E2’,‘E3’ ‘E4’,‘E5’

CHAPTER – I

1) SHORT TITLE AND APPLICATION

These bye laws may be called the Bye Laws of “SAMRAAT APNA GHAR PHASE-I” Building - ‘A’- Wing ‘A1’,‘A2’,‘A3’, Building - ‘B’- Wing ‘B1’,‘B2’,‘B3’ Building - ‘C’- Wing ‘C1’,‘C2’,‘C3’, Building - ‘D’- Wing ‘D1’,‘D2’, Building - ‘E’- Wing ‘E1’,‘E2’,‘E3’ ‘E4’,‘E5’.

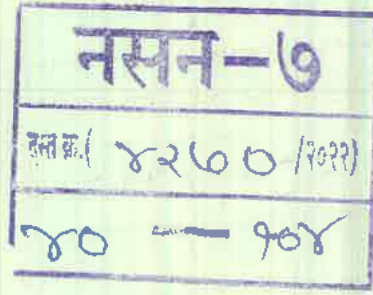
All present or future Apartment owners, Tenants, Future Tenants and/or their Employees or any other persons that might use the facilities of the building/s/project in any manner or subject to the regulations sets forth in these bye laws.

The mere acquisition or rental or taking on license of any of the family units, (hereinafter referred to as the “Units”) of the building/s/project or mere act of occupancy of the 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 the owners for the purpose of **“SAMRAAT APNA GHAR PHASE-I”**.

[c] “Board” means the Board of Managers consisting of five persons all of who shall be owners of Apartment in the **“SAMRAAT APNA GHAR PHASE-I”**.

[d] “Building/s/Project” means the building named as **“SAMRAAT APNA GHAR PHASE-I”** located Survey No. 49/1/2 admeasuring 15300.00 Sq. Mtrs. and also having CTS No. CTS No. 2362/1 admeasuring 15200.00 Sq. Mtrs. of Gangapur Shiwar, situated within local limits of Nashik Municipal Corporation. And includes the land forming part thereof.

[e] “Declaration” means the declaration, which the sole owners of the building/s/project 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% of the votes in accordance with the percentage assigned in the declaration.

[g] “Owner” or “Apartment Owner” means the person owning an Apartment in the **“SAMRAAT APNA GHAR PHASE-I”**

[h] “Section” means the section of the Act.

[i] “Unit” means the residential unit in the **“SAMRAAT APNA GHAR PHASE-I”**.

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