

539/4566

Wednesday, May 04, 2022

5:13 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 5199 दिनांक: 04/05/2022

गावाचे नाव: नाशिक शहर - ४

दस्तऐवजाचा अनुक्रमांक: नसन7-4566-2022

दस्तऐवजाचा प्रकार: डिक्लरेशन

सादर करणाऱ्याचे नाव: श्वेता इन्फास्ट्रक्चर्स अँड हौसिंग इंडीया प्रा. लि. तर्फे संचालक श्री. सुजॉय जयंत गुप्ता यांच्या तर्फे
वि.मु. म्हणून विशाल दीपक भवार

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 1360.00

पृष्ठांची संख्या: 68

एकूण:

रु. 1460.00

Joint S.R. Nashik-7

बाजार मूल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

सद. दुय्यम निबंदक वर्ग-२
नाशिक-४.

1) देयकाचा प्रकार: DHC रकम: रु. 1360/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0405202206375 दिनांक: 04/05/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001410053202223E दिनांक: 04/05/2022

बँकेचे नाव व पत्ता:

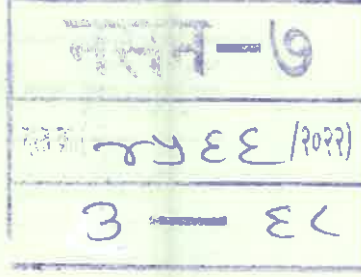
Bhawas

गुल दस्त पत्र

नसम-७
दस्तावेज क्र. (४५६६/२०२२)
२ - ६६



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0405202206375	Date 04/05/2022
Received from shweta infrastructure and housing india pvt ltd, Mobile number 9011037662, an amount of Rs.1360/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Nashik 7 of the District Nashik.	
Payment Details	
Bank Name sbiepay	Date 04/06/2022
Bank CIN 10004152022050405898	REF No. 202212474409391
This is computer generated receipt, hence no signature is required.	



!! Om Sai!!

On Stamp of Rs.500/-

**DEED OF DECLARATION OF
“SAMRAAT GOKULDHAM APARTMENT”
Building - ‘C’- Wing ‘D’**

THIS **DEED OF DECLARATION** is made and executed at Nashik on this 4th Day of May Christian year 2022.

SHWETA INFRASTRUCTURE AND HOUSING (I) PVT. LTD., (PAN No: AAJCS4306F) (CIN No. U45200MH2005PTC155493), a company incorporated under the Companies Act, 1956 having its registered Corporate office at : Unit 1230A, 12th Floor, B Wing, Parinee Crescenzo, BKC, Mumbai – 400051 and for their Nashik Operation having their Nashik Office at : Samraat Headquarter A – 33, 7th Lane, Satpur MIDC Road, NICE Area, Nashik, Maharashtra 422007; represented by its Authorized Signatories vide Board Resolution Dated: 01/04/2022, **MR. SUJOY JAYANT GUPTA** (Chairman & Managing Director) Aged: 50 years, (Aadhar No 4118 8950 7153) Occupation Business & Agriculture, Res. At- 1207/1208, Signature Apartment, Serene Meadows, Anandvali, Gangapur Road, Nashik 422013;

Hereinafter referred to as “**THE GRANTOR /BUILDER /PROMOTER/DEVLOPER**”, (Which expression shall, unless it is repugnant to the context or meaning thereof mean and include other partners, legal representatives, administrators, executors and assignees).

AND

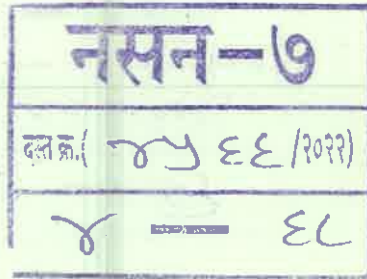
BLOSSOM CONSTRUWELL PVT. LTD.

PAN NO. (AAECB2024L),

A Company duly registered under the Companies Act, 1956,

Having registered office at “Laxmi Niwas”, Sharanpur Road,

Nashik – 422 005, through its Directors



1) MR. DINESH MULJIBHAI PATEL,

Age – 55 yrs., Occupation – Business & Agriculturist,

R/at: Ishwari Apartments, Tilak Wadi, Nashik.

2) MR. JITENDRA MANJI PATEL

Age- 53 yrs., Occupation- Business & Agriculturist,

R/at Bhalchandra Sankul, Flat No. 5, Ramdas Colony, Nashik.

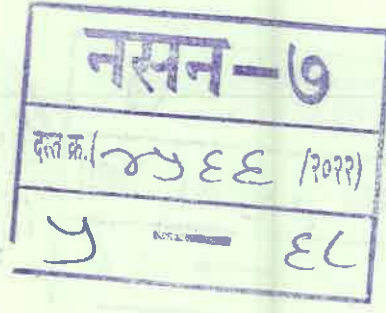
Hereinafter referred as “**CO-PROMOTER/LAND OWNER**” (which expression is unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, executors, administrators and permitted assignees) **PARTY OF THE SECOND PART.**

FIRST: -NON AGRICULTURAL PERMISSION-

The Hon'ble Collector, Nashik vide its order No. MH/Kaksha-3/4/N.A.No./81/2011 dated 16.08.2011 has permitted to use of the land out of Survey No. 206/1/3 admeasuring 13494.20 Sq. Mtrs. for nonagricultural purposes and subsequently Hon'ble Collector Nashik vide its order No. MH/Kaksh-3/2/RU.Ka.Aa/S.R./281/2018 dated 07.09.2018 and has permitted the use of land out of Survey No. 206/1/3 area admeasuring 292.00 Sq. Mtrs. for commercial purpose.

SECOND:-

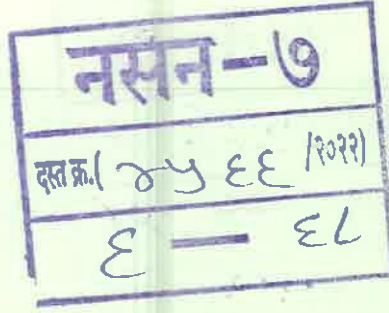
The subject matter of the present deed is “**SAMRAAT GOKULDHAM APARTMENT**” Building - ‘C’- Wing ‘D’ and the land below the plinth is totally admeasuring 693.51 Sq. Mtrs. which is situated at Survey No. 206/1/3 situated at Nashik and within the local limits of Nashik Municipal Corporation and is owned by “**THE COPROMOTER/LAND OWNERS**”, i.e. **BLOSSOM CONSTRUWELL PVT. LTD.** and developed by said **GRANTOR/BUILDER/PROMOTER/DEVELOPER** i.e. **M/S. SHWETA INFRASTRUCTURE AND HOUSING (INDIA) PVT. LTD.**



WHEREAS

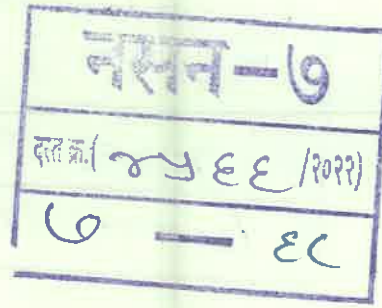
(a) The property bearing Survey No. 206/1/3 area admeasuring 01 H. 47.07 R + Pot Kharaba 00 H. 05.01 R total admeasuring 01 H. 52.08 R. i.e. 15208.00 Sq. Mtrs. was originally owned by the Shri. Harilal Narsinghbhai Jethava. The said property purchased by Shri. Jitendra Manji Patel and Other 19 from Shri. Harilal Narsinghbhai Jethava with the consent of Shri. Pratap Vasantrao Bedse and Shri. Baburao Khandve by the way of Sale Deed dated 30.04.2010 which was duly registered before the Sub-Registrar at Sr.No. 4090/2010. Accordingly, the names mentioned above of the purchasers were recorded in ownership column of the 7/12 extract vide mutation entry No. 67425 was made and certified by the Revenue Officer.

(b) The Deed of declaration and confirmation Deed which was executed on 31.12.2011 by the owners, Shri. Jitendra Manji Patel and other 19 in favour of M/s. Blossom Construwel Pvt. Ltd. through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manji Patel for the area admeasuring 01 H. 47.07 R. The requisite Stamp Duty as per the Bombay Stamp Act and requisite Registration Charges as per the Registration Act had been affixed/ paid with the said document. The said declaration Deed and Confirmation Deed were registered before the Sub Registrar, Nashik at Sr. No. 373/2012 on 11.01.2012. Accordingly, the name of said M/s. Blossom Construwel Pvt. Ltd. was recorded to the ownership column of 7/12 extract for the area admeasuring 01 H. 47.07 R. Accordingly, mutation entry No. 83282 was made and certified on 21.07.2017 by the Revenue Officer by virtue of said Declaration Deed and Confirmation Deed, the ownership rights was transferred in favour of M/s. Blossom Construwel Pvt. Ltd. through their Directors Mr. Dinesh Mulhibhai Patel and Mr. Jitendra Manji Patel.



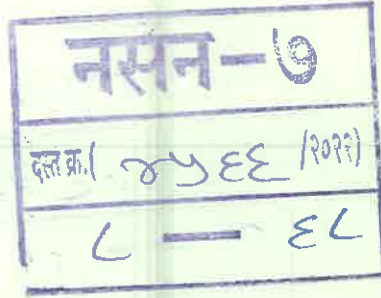
(c) The Declaration Deed and Confirmation Deed which was executed on 11.01.2012 by Shri. Jitendra Manji Patel and other 19 in favour of M/s. Blossom Construwell Pvt. Ltd. through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manji Patel for the area of Pot Kharaba admeasuring 00 Hector 05.1 R. The requisite Stamp Duty as per the Bombay Stamp Act and requisite Registration Charges as per the Registration Act had been affixed / paid with the said document. The said Declaration Deed and Confirmation Deed of the area of Pot Kharaba admeasuring 00 Hector 05.1 R. were registered before the Sub Registrar, Nashik at Sr. No. 374/2012 on 11.01.2012. Accordingly, the name of said company M/s. Blossom Construwell Pvt. Ltd. was recorded to the ownership column of the said 7/12 extract for the area admeasuring 00 Hector 05.1 R. and the mutation entry No. 84823 was made and certified by the Revenue Officer by the virtue of said Declaration Deed and Confirmation Deed, the ownership rights was transferred in favour of M/s. Blossom Construwell Pvt. Ltd. through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manji Patel.

(d) The owner M/s. Blossom Construwell Pvt. Ltd. through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manji Patel of Survey No. 206/1/3 admeasuring 01 H. 47.07 + Pot Kharaba 00 H. 5.01 R total admeasuring 01 H. 52.08 R. i.e. 15208.00 Sq. Mtrs. had decided to develop the said property and for the development of the said property the owners had executed a joint venture Development Agreement and General Power of Attorney in favour of the Grantor / Builder / Promoter / Developer M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. through their Directors i) Mr. Sujoy Jayant Gupta and ii) Mrs. Shweta Sujoy Gupta. The said Joint Venture Development Agreement was duly registered in the office of Sub-Registrar Nashik at Sr. No. 6190/2014 on 24.07.2014 and General Power of Attorney was registered before the Sub-Registrar, Nashik at Sr. No. 6191/2014 on



24.07.2014. Accordingly, name of the Grantor/Builder/Promoter/Developer M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. was recorded in other Rights column of the said 7/12 vide mutation entry No. 94242 dated 01.09.2014. By virtue of the said Joint Venture Development Agreement the Grantor/Builder/Promoter/Developer M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. through their Directors i) Mr. Sujoy Gupta and ii) Mrs. Shweta Sujoy Gupta has obtain the rights of Development of the project over the said land, further it appears from the contents of the said Joint Venture Agreement that, Grantor/Builder/Promoter/Developer M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. through their Directors i) Mr. Sujoy Jayant Gupta and ii) Mrs. Shweta Sujoy Gupta, are entitled for 59% constructed area out of the total constructed area, and the land owner M/s. Blossom Construwell Pvt. Ltd. through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manji Patel are entitled for 41% of constructed area out of the total construction, and the Non Refundable amount was paid to M/s. Blossom Construwell Pvt. Ltd. through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manji Patel by the Grantor/Builder/Promoter/Developer.

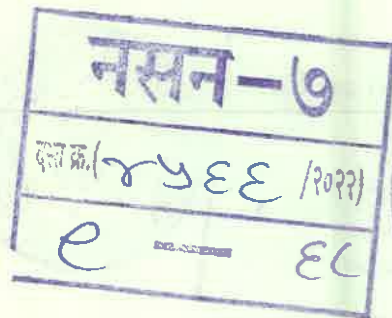
- (e) The Grantor/Builder/Promoter/Developer were entitled to retain an area to the extent of 59% out of total constructed area as their share in the total construction of the Project and Co-Promoter/Land Owner were entitled for remaining 41% of constructed area from the total construction of the project for sale, lease, giving the premises on leave and license of their respective share as they may deem fit. The detailed list of total flat owned by the Landowners/Co-promoter as per the terms and conditions of the joint venture development agreement, has been annexed herewith. The Grantor/Builder/Promoter/Developer further negotiated with the Co-Promoter/Land Owner and agreed for a change in the sharing pattern of the constructed are in the upcoming building 'C' wing 'D' and both the parties agreed that the dividation of



the area in Building 'C', Wing 'D' will be 62% for the Grantor/Builder/Promoter/Developer M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. and 38% for the Co-promoter/Land Owner M/s. Blossom Construwell Pvt. Ltd. and they will be entitled as per their respective share for the sale, lease, giving the premises on Leave and License for their respective shares as they deem fit. Thereafter, as decided between the party of First Part and the party of Second part, the Grantor/Builder/Promoter/Developer has completed the construction of building 'C' wing 'D' and the co-promoter/land owner shall be entitled for their respective share as per the Exhibited built-up area sharing and the copy of the same is Annexed herewith.

(f) By virtue of the Joint Venture Development Agreement, the Grantor/Builder/Promoter/Developer were entitled to construct the building on the said property as per the approved building plan and as per the terms of Joint Venture Development Agreement and after approval of the building plans, both the parties had distributed their respective 59% and 41% of the saleable constructed area specifying the Building No. Floor, Name of the Building, Flat No. and the area of the respective flats for which both the parties were entitled to as per the terms of the Joint Venture Development Agreement of the total constructed area under the ownership of the Grantor/Builder/Promoter/Developer and therefore the Grantor / Builder/Promoter/Developer M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. have all the rights to deal with and disposed of the same as per their whim and wish.

(g) The Co-Promoter/Land Owners through Power of Attorney holder, Shweta Infrastructure and Housing (I) Pvt. Ltd. through its Directors Mr. Sujoy Gupta and Mrs. Shweta Sujoy Gupta handed over the area adm. 1118.62 Sq. Mtrs. to the Nashik Municipal Corporation for DP

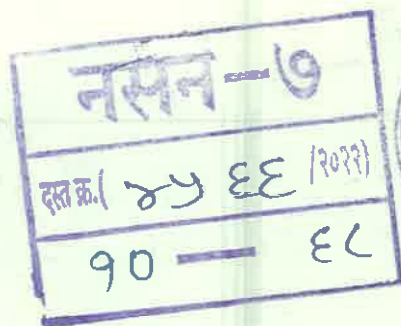


road & the area 595.18 Sq. Mtrs. was handed over to the Nashik Municipal Corporation for playground out of total area 15208.00 Sq. Mtrs. of S. No. 206/1/3. Hence, the Co-promoter/Land Owner through Power of Attorney holder Shweta Infrastructure and Housing (I) Pvt. Ltd. through its Directors Mr. Sujoy Jayant Gupta and Mrs. Shweta Sujoy Gupta executed Sale Deed in favour of the Nashik Municipal Corporation which were registered at Sr. No. 658/2017 and 659/2017 respectively on 14.06.2017. Accordingly, the name of Nashik Municipal Corporation was mutated to the ownership column of Revenue Record for the area adm. 1118.62 Sq. Mtrs. & area 595.18 Sq. Mtrs. vide mutation entry No. 103681 on 21.02.2018. The F.S.I. of the said area is availed and utilized for the construction of the project "Samraat Gokuldharm" by the Grantor/Builder/Promoter/Developer.

- (h) M/s. Blossom Construwell Pvt. Ltd. is the land owner and are well and sufficiently entitled to all that pieces and parcel of land collectively admeasuring area 15208.00 square meters (out of the same 1118.62 Sq. Mtrs., area is for 18.00 Mtrs. D.P. Road of N.M.C. and 595.18 Sq. Mtrs. area is under reservation for Play Ground. F.S.I. of the same is consumed and applied) bearing Survey No. 206/1/3 situated at village Nashik, Taluka Nashik, District Nashik and have entered with the Grantor/Builder/Promoter/Developer by way of Joint Venture Development Agreement as enumerated hereinabove (Hereinafter collectively the total land referred to as "the said land") which is more particularly described in the first Schedule hereinunder written.

THIRD:-

The co-promoter/land owner approved the necessary building plans from Nashik Municipal Corporation, Nashik vide Commencement Certificate No. LND/BP/PANCH/C-1/80/427 dated 24.04.2012 which was further modified by the Grantor/Builder/Promoter/Developer and accordingly revised the above building plans and get it approved and re-sanctioned from Nashik Municipal



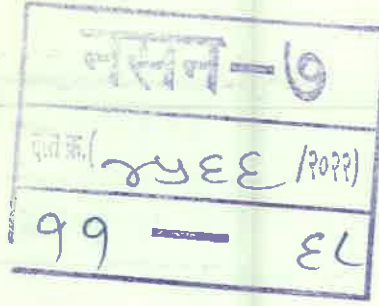
Corporation vide Commencement Certificate No. LND/BP/C1/586/5152 dated 17.12.2016. The Grantor/Builder/Promoter/Developer submitted further revised building plans and the Nashik Municipal Corporation, Nashik issued the Commencement Certificate bearing No. LND/BP/C1/95/6221, dated 03/11/2018 approving the plans of the buildings to be constructed on the said Land.

FOURTH:-

As mentioned herein above the “Grantor/Builder/Promoter/Developer” i.e. **M/s. SHWETA INFRASTRUCTURE & HOUSING (I) PRIVATE LIMITED** is entitled to construct the buildings on the said land being Survey No. 206/1/3 admeasuring area 15208.00 Sq. Mtrs. (out of the same 1118.62 Sq. mtrs. area is reserved for 18 mtrs. D.P. Road an area adm. 595.18 Sq. Mtrs. which is under reservation for playground and the FSI of the same is consumed and applied) situated at Nashik Tal. & Dist. Nashik and Grantor/Builder/Promoter/Developer are entitled to use or alginate/transfer/sale or develop the said property as contemplated in the joint venture development agreement.

FIFTH:-

The “Grantor/Builder/Promoter/Developer” have constructed the Building “**SAMRAAT GOKULDHAM APARTMENT**” Building - ‘A’- Wing ‘A’ and Wing ‘B’, Building – ‘B’- Wing ‘C’, and the land below the plinth admeasuring 693.51 square meters over the Survey No. 206/1/3 admeasuring 15208.00 Sq. Mtrs. (out of the same 1118.62 Sq. mtrs. area is reserved for 18 mtrs. D.P. Road an area adm. 595.18 Sq. Mtrs. which is under reservation for playground and the FSI of the same is consumed and applied) which is situated at Nashik and within local limits of Nashik Municipal Corporation and is owned by “**THE CO-PROMOTER/LAND OWNER**”. The Nashik Municipal Corporation, Nashik has issued Part Completion/Occupation Certificate in respect of Building - ‘A’- Wing ‘A’ and Wing ‘B’, Building – ‘B’- Wing ‘C’ vide outward No. Town Planning



Dept/Panchvati/22499/5501 dated 01.10.2018 pursuant thereto land below the plinths areas being (i) admeasuring 880.15 square meters for Building-A-Wing-A (ii) admeasuring 768.85 square meters for Building-A-Wing-B and (iii) admeasuring 629.43 square meters for Building-B-Wing-C together with the said respective buildings standing thereon has been submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 under a Deed of Declaration and Bye-Laws dated 01/06/2019 and registered with the Joint Sub-Registrar Class-II Nashik, under serial no. 2484/2019 dated 01/06/2019. As per the said Deed of Declaration the Building-A-Wing-A & Wing-B, Building-B-Wing-C are collectively known/identified as "SAMRAAT GOKULDHAM APARTMENT Project 1/ phase 1.

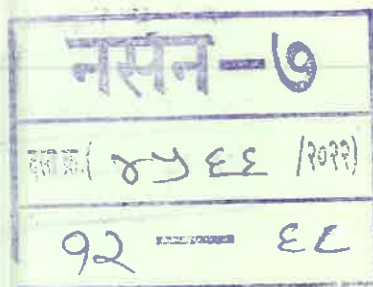
The "Grantor/Builder/Promoter/Developer" have constructed the Building "SAMRAAT GOKULDHAM APARTMENT" Building - 'C'- Wing 'D', and the land below the plinth over the Survey No. 206/1/3 admeasuring 15208.00 Sq. Mtrs. (out of the same 1118.62 Sq. mtrs. area is reserved for 18 mtrs. D.P. Road an area adm. 595.18 Sq. Mtrs. which is under reservation for playground and the FSI of the same is consumed and applied) which is situated at Nashik and within local limits of Nashik Municipal Corporation and is owned by "THE CO-PROMOTER/LAND OWNER". The Nashik Municipal Corporation, Nashik has till date issued Part Completion/Occupation Certificate in respect of Building "C" and Wing-'D' up to 12th Floors out of total 14 floors vide outward No. Town Planning Dept./C1/29512/2022 dated 01.02.2022.

The relevant Completion Certificate as stated herein above which are issued by Nashik Municipal Corporation are attached herewith and marked as Exhibit E.

"SAMRAAT GOKULDHAM"

Building - 'C'- Wing 'D',

**Survey No. 206/1/3, Village, Nashik, Kamal Nagar, Behind
Matoshri Meenatai Thakare Stadium, Hirawadi, Nashik 422003.**

**SIXTH:-**

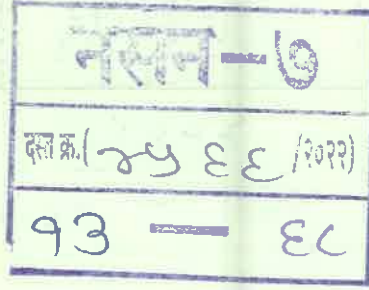
That the "Grantor/Builder/Promoter/Developer" have constructed a project known as **"SAMRAAT GOKULDHAM APARTMENT" Building - 'C'- Wing 'D'** (Hereinafter referred to as the said project) on the said property/plot as per the approved building plans as stated hereinabove and further obtained part completion/occupation certificate for **Building "C" Wing-'D'** on 01.02.2022 Grantor/Builder/Promoter/Developer has completed the construction.

SEVENTH:-

That the said project / building/s consists of **Ground Floor for parking, First to Fourteenth Floors in ("SAMRAAT GOKULDHAM APARTMENT" Building - 'C'- Wing 'D'** totally consisting **112 Residential Units**. All the floors are all capable of individual utilization on the account of having their own exit to a common area and the facilities of the said building/s/project and the apartment shall be sold to one or more owners, each owner obtaining particular and exclusive property rights thereto and each apartment constituting a heritable and transferable immoveable property within the meaning of any Law for the time being enforce in the state of Maharashtra, Hereinafter referred to as the Residential Unit and also an undivided interest in the general and/or restricted common areas and facilities of the said building/s/project as listed hereinafter necessary for their adequate use and enjoyments and hereinafter referred to as the general and/or restricted common areas and facilities, all of the above are in accordance with the Maharashtra Apartment Ownership Act 1970.

EIGHTH:

That as per the sanctioned building plan and Part Completion Certificate dated **01.02.2022** the aforesaid **"SAMRAAT GOKULDHAM APARTMENT"** was partly completed for **Building 'C'- Wing 'D'** as per the approved building plan by Nashik Municipal Corporation, Nashik, the



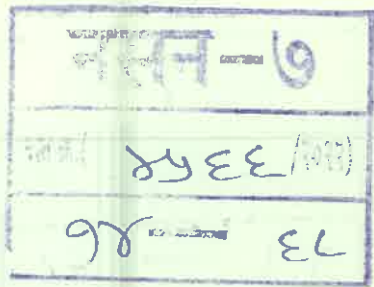
Grantor/Builder/Promoter/Developer then applied to the Nashik Municipal Corporation, Nashik for obtaining the Part Occupation/ Completion Certificate for the same and the Nashik Municipal Corporation, Nashik after visiting the site and checking all the compliances as required by the Nashik Municipal Corporation bye-laws has issued the part completion/occupation certificate for **Building 'C'- Wing 'D' up to 12th Floors** out of total 14 floors vide its order, outward No. **Town Planning Department /C1/29512/2022 dated 01.02.2022** for area admeasuring 6,147.89 Sq. Mtrs.

AND WHEREAS the "Grantor/Builder/Promoter/Developer" have registered the Project "**SAMRAAT GOKULDHAM APARTMENT**" **Building - 'C'- Wing 'D'** which is under the provisions of the Real Estate (Regulation and development) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra under **Registration Number P51600020375**.

The total built-up area of each flat/apartment habited in **Building - 'C'- Wing 'D'** on the said project is specifically mentioned in the individual Agreement for Sale of every Allottee/Purchaser/s and all details are clearly mentioned in their respective agreements.

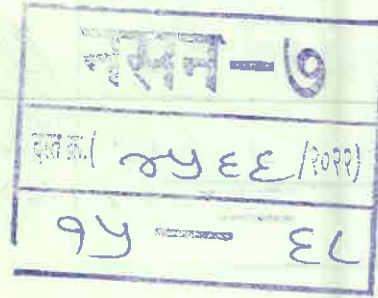
NINTH:-

That all the building/s / Wings in the said project will/shall be known as "**SAMRAAT GOKULDHAM APARTMENT**" **Building - 'C'- Wing 'D'** and that the residential and common areas and facilities of the building/s/project will be as follows:-The particulars of Building "C" is as under:-



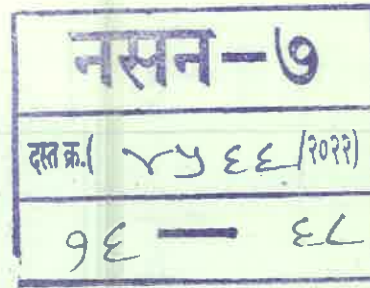
THE LIST OF OWNERSHIP PERCENTAGE CHART
REFLECTING BELOW IS FOR “SAMRAAT GOKULDHAM
APARTMENT” BUILDING-“C” - WING “D”

BUILDING C- WING D								
Floors	Flat Nos	Type of Fats	RERA Carpet Area (SQ.M.)	BALCONY (SQ.M.)	BALCONY (SQ.M.)	UTILITY	TOTAL AREA(SqMt)	Ownership Percentage
1 st Floor	101	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	102	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	103	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	104	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	105	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	106	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	107	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	108	2bhk	54.99	0	4.97	2.22	62.18	0.27%
2 nd Floor	201	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	202	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	203	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	204	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	205	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	206	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	207	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	208	2bhk	54.99	0	4.97	2.22	62.18	0.27%
3 rd Floor	301	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	302	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	303	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	304	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	305	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	306	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	307	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	308	2bhk	54.99	0	4.97	2.22	62.18	0.27%
4 th Floor	401	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	402	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	403	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	404	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	405	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	406	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	407	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	408	2bhk	54.99	0	4.97	2.22	62.18	0.27%
5 th Floor	501	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	502	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	503	2bhk	54.99	0	4.97	1.95	61.91	0.27%



	504	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	505	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	506	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	507	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	508	2bhk	54.99	0	4.97	2.22	62.18	0.27%
6 th Floor	601	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	602	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	603	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	604	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	605	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	606	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	607	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	608	2bhk	54.99	0	4.97	2.22	62.18	0.27%
7 th Floor	701	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	702	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	703	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	704	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	705	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	706	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	707	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	708	2bhk	54.99	0	4.97	2.22	62.18	0.27%
8 th Floor	801	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	802	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	803	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	804	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	805	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	806	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	807	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	808	2bhk	54.99	0	4.97	2.22	62.18	0.27%
9 th Floor	901	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	902	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	903	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	904	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	905	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	906	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	907	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	908	2bhk	54.99	0	4.97	2.22	62.18	0.27%
10 th Floor	1001	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1002	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1003	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1004	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1005	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1006	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1007	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1008	2bhk	54.99	0	4.97	2.22	62.18	0.27%
11 th Floor	1101	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1102	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1103	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1104	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1105	2bhk	54.99	0	4.97	2.22	62.18	0.27%

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	1106	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1107	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1108	2bhk	54.99	0	4.97	2.22	62.18	0.27%
12 th Floor	1201	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1202	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1203	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1204	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1205	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1206	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1207	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1208	2bhk	54.99	0	4.97	2.22	62.18	0.27%
13 th Floor	1301	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1302	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1303	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1304	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1305	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1306	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1307	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1308	2bhk	54.99	0	4.97	2.22	62.18	0.27%
14 th Floor	1401	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1402	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1403	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1404	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1405	2bhk	54.99	0	4.97	2.22	62.18	0.27%
	1406	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1407	2bhk	54.99	0	4.97	1.95	61.91	0.27%
	1408	2bhk	54.99	0	4.97	2.22	62.18	0.27%
Total Area							6949.04	30.20%

Units: - Thus there are in all 112 Residential units in Building-“C” - Wing “D”.

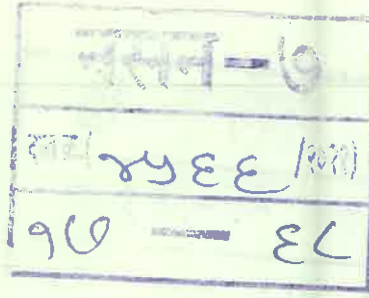
The principle structure of the said building is R.C.C. framed structure, fly ash cement brick walls, and flush doors and such other material as per the consent and agreement of all the apartment owners as stated in details in the individual agreement of sale between the respective parties with some variations as per the requirement of each apartment owner.

Following Common amenities/facilities are provided

Main doors of all the Apartment/ Units have access to common areas namely in the landing.

(A) COMMON FACILITIES:-

1. RCC Frame work structure of the buildings.

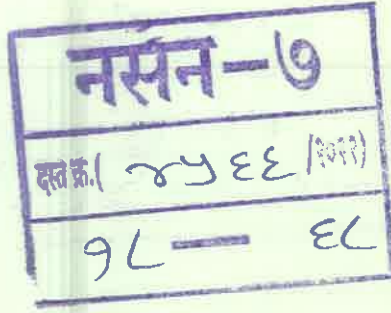


2. Drainage and water line work.
3. Electric meter and water meter connected to common lights, water connections, pump set etc.
4. Light points outside the building and the staircase/s as well as those in the common parking space. One overhead water tank for each building/wing with water pump connected to water reservoir.
5. One overhead water tank with water pump connected to water reservoir.
6. Lift/Elevator, lift well and elevator equipment.
7. Security Systems, children play area, Garden and other common area facilities and the required equipment to run the same.

(B) RESTRICTED AREAS AND FACILITIES:-

1. The stilt floor flats/apartments up to the fencing or boundary mark for the respective building, are restricted areas and the Grantor/Builder/Promoter/Developer herein shall have exclusive right to allot the same to the tenement holder in the building.
2. The parking spaces at ground floor and on peripheral open area shall be restricted and the Grantor/Builder/Promoter/Developer herein shall have exclusive right to allot the same to the Allottee/Purchaser/s in the building.
3. Top terrace of the building/s shall be restricted and the Grantor/Builder/Promoter/Developer herein shall have exclusive right of allotment of the same.
4. All areas etc. which are not covered under aforesaid head Common Area and Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parking's within the said land and in the building/s which is/are under construction on the said land is reserved and Grantor/Builder/Promoter/Developer shall have exclusive rights to allot sell or transfer, convey the same in part or in full to any buyer of flat/apartment, terrace/s, parking space etc. or to Convert the Restricted Area into Common Area or vise-versa.

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AMENITIES AND SPECIFICATIONS OF PROJECT "SAMRAAT GOKULDHAM APARTMENT"

EXTERNAL AMENITIES

Security Features: -

1. Average 6 feet high compound wall all around the said "Property".
2. One entrance & one exit gate complete with one Security Cabin.
3. One CCTV camera at entrance gate and one at each entrance lobby for surveillance.
4. Fire protection systems as per the norms of Nashik Municipal Corporation and N.O.C. for the same has been issued by Chief Fire Officer.

RECREATIONAL AMENITIES:-

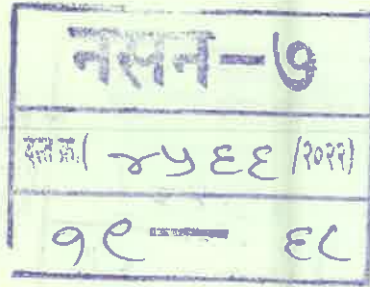
- One Club House situated in Wing "A".
- One Gymnasium with few Equipment situated in Wing "A".
- Kids Open play area on podium with few playing equipment.
- Splash pool on podium.
- Two elevators with Battery back-up to elevators of SALVO, manufactured by Salvo Electronics Corporation, Pune.
- Individual Mail box for each flat/apartment at parking level.
- Paved internal roads in Cement interlocking Blocks.
- Sanitation facilities for drivers at parking level.

AMMENITIES AND SPECIFICATIONS:

As agreed between the Grantor/Builder/Promoter/Developer and Allottee /Purchaser shall external and internal amenities as provided are verified by the purchasers and they are satisfied about all the amenities provided.

RESTRICTED COMMON AREAS:-

- 1) As mentioned above, the parking space, and marginal open space allotted to the individual owners of the Apartment shall be used and utilized by the flat



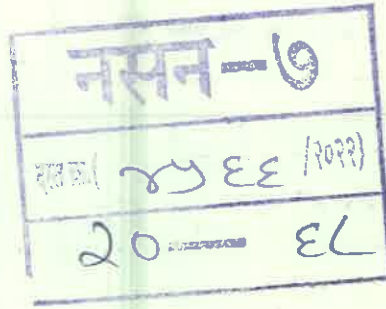
owners to whom the said parking space and marginal open space is allotted and except to such allotted nobody shall have and right, title and interest on the said parking space and marginal open space.

It is further important that, the parking which are allotted under cover area under the occupation & use of those Allottee/Occupants and the parking which are common parking shall be for the non – allotted members /occupants. It is pertinent to note that each occupant shall have to use their allotted/common parking as described in their individual Agreements/Deeds.

TENTH: -

That the right, title and interest of each owner of the residential in the general common area and facilities as listed above and their proportionate share in the profit and common expenses in the general common areas and facilities as well as the proportionate representation for the “**SAMRAAT GOKULDHAM APARTMENT**” is of all residential units as follows:-

- a) The proportionate representation for voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment is based on the proportionate value of each unit to the total value of all residential units & as provided in tenth (a) hereof may be limited in accordance with the provisions of the bye laws attached hereto may be limited in accordance with provisions of the byelaws attached hereto as the **Exhibit A**.
- b) The Grantor/Builder/Promoter/Developer and The Co- Promoter/Land Owners have sold/agreed to be sold the units constructed under the name of the project “**SAMRAAT GOKULDHAM APARTMENT**” **Building - ‘C’- Wing ‘D’**. The list of the Purchasers and/or owner along with the details of registered instrument is attached herewith. It is specifically declared that the units which are unsold shall always be under the possession and ownership of the Grantor /Builder /Promoter/Developer and The Co-Promoter/Land Owner only.
- c) Apartment and the percentage of undivided interest of the common areas and facilities appertaining to the apartment, (each apartment) are



not encumbered in any manner whatsoever on the date of this declaration.

ELEVENTH: -

That the administration of “**SAMRAAT GOKULDHAM APARTMENT**” **Building - ‘C’- Wing ‘D’** consisting as aforesaid of the building/s/project and parcel of land describe in the schedule of this deed shall be in accordance with the provision of this deed and with the provision of the byelaws which are made a part of this Deed of Declaration and are attached hereto.

TWELFTH:-

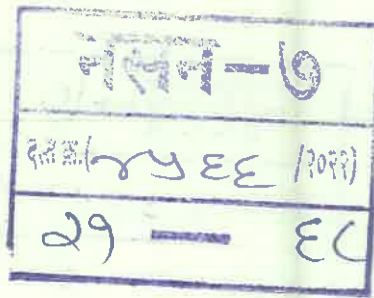
As mentioned above the plan of apartment ownership is hereby constituted under and subject to the provision of Maharashtra Apartment Ownership Act 1970, so that all the Residential units of, “**SAMRAAT GOKULDHAM APARTMENT**” **Building - ‘C’- Wing ‘D’**, totally consisting **112 Residential Units** may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a common area and facilities of the building/s/project, each family unit owner having an exclusive and particular right, title and interest over his respective family unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

THIRTEENTH:-

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 Deed of Apartment under section 13(5) the value of the “**SAMRAAT GOKULDHAM APARTMENT**” **Building - ‘C’- Wing ‘D’** is distributed as per value of the land and value of the respective residential unit which are registered in the office of sub-registrar as described before.

FOURTEENTH:

The Grantor/Builder/Promoter/Developer and Co-Promoter/Land Owner shall be subject to the provision of this deed of the Exhibits attached hereto and



Grantor/Builder/Promoter/Developer and Co-Promoter/Land Owner covenants to take no action which will adversely affect the rights of the Association of the Apartment owners with respect to assurances against latent defects in the said building/s/project or other rights assigns to the association by reason of the establishment of the **“SAMRAAT GOKULDHAM APARTMENT” Building - ‘C’- Wing ‘D’**.

FIFTEENTH:-

That the general common areas and facilities shall remain undivided and no apartment owner shall bring any action for partition or division thereof. And no apartment owner shall not make any kind of changes, which may cause injuries or damage to the structure of the said building/s/project.

SIXTEENTH:-

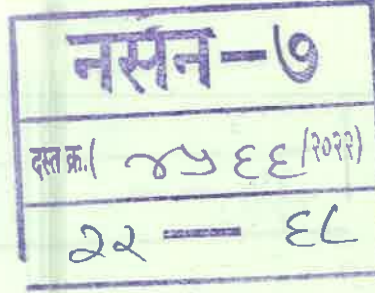
That the percentage of undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in the amendment to this deed duly registered.

SEVENTEENTH-

That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the residential 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 instruments.

EIGHTEENTH:-

That each apartment owner shall comply with the provision of this Deed of Declaration, the Bye Laws, decisions and resolution of the Association of Apartment owners or its representatives and failure to comply with any such provision, decision or resolutions shall be grounds for an action to recover sums dues, for damages or for injunctive relief.



NINETEENTH:-

That the dedication of the property to the Plans of Apartment of 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 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.

TWENTEETH:-

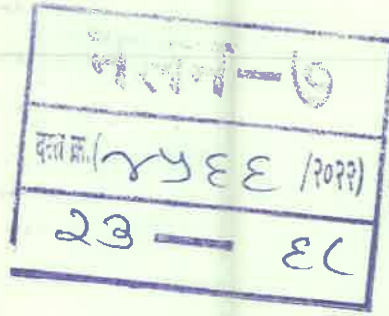
That no Apartment Owner of a residential unit, may exempt himself/ herself/themselves from the liabilities for its contribution towards the common expenses by waiver of the use and enjoyment of any of the general and/or common areas and facilities or by the abandonment of his/her/their residential unit.

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:-**

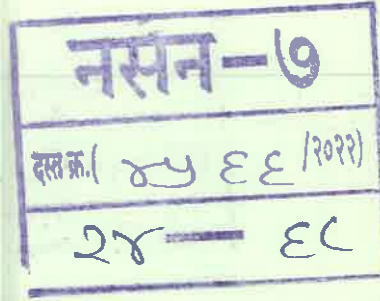
That if the property, subject to the plan of apartment ownership is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act 1970.

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.

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 that piece and parcel of Non-Agricultural land property lying and being situated at Village Nashik, Taluka and District Nashik, bearing Survey No. 206/1/3 admeasuring 15208.00 Sq. Mtrs. (out of the same 1118.62 Sq. mtrs. area is reserved for 18 mtrs. D.P. Road an area adm.