395/7641

Wednesday,August 04 ,2021

12:18 PM

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 8221 दिनांक: 04/08/2021

गावाचे नाव: नाशिक शहर - ५

दस्तऐवजाचा अनुक्रमांक: नसन5-7641-2021

दस्तऐवजाचा प्रकार : डिक्लरेशन

सादर करणाऱ्याचे नाव: रुपेश एस बागड बिल्डर्स अँड डेव्हलोपर्स अ प्रोप्रायटरी फर्म तर्फे प्रोप्रायटर रुपेश शरद बागड

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 780.00
पृष्ठांची संख्या: 39	
एकूण:	रु. 880.00

Joint Sub Registrar Nashik 5

सह. दुय्यम निबंधक वर्ग-२
नाशिक-५.

बाजार मुल्य: रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: DHC रक्कम: रु.780/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0308202108613 दिनांक: 04/08/2021

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004452712202122E दिनांक: 04/08/2021

बँकेचे नाव व पत्ता:

मुळ दस्तऐवज परत केला.

CHALLAN

MTR Form Number-6

GRN	MH004452712202122E	BARCODE		Date	03/08/2021-11:25:08	Form ID	25.3

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NSK5_NASHIK 5 JOINT SUB REGISTRAR	Full Name	RUPESH BAGAD BUILDERS AND DEVELOPERS PROP RUPESH BAGAD
Location	NASHIK		
Year	2021-2022 One Time	Flat/Block No.	S NO 1028/A PLOT NO 08 SWATHI APARTMENT
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	100.00	Road/Street	NASHIK
0030063301 Registration Fee	100.00	Area/Locality	NASHIK
		Town/City/District	
		PIN	4 2 2 0 0 2
		Remarks (If Any)	SecondPartyName=SWASTHI APARTMENT
		Amount In Words	Two Hundred Rupees Only
Total	200.00		

नसनी-५
दस्त क्र. (५६२७) /२०२१
९ — ३८

JOINT SUB-REGISTRAR Class-2 NASIK-5

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332021080312662	2694898774
Cheque/DD No.		Bank Date	RBI Date	03/08/2021-11:26:15	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 0000000000

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN	0308202108613	Date	03/08/2021

Received from bagad rupesh, Mobile number 0000000000, an amount of Rs.780/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Nashik 5 of the District Nashik.

08-2021 11:26:26

Payment Details

Bank Name	IBKL	Date	03/08/2021
Bank CIN	10004152021080305172	REF No.	2704440760

This is computer generated receipt, hence no signature is required.

2021

Index-II

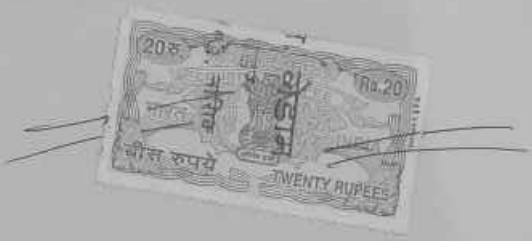
6/08/2021

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 5
दस्त क्रमांक : 7641/2021
नोंदणी :
Regn:63m

गावाचे नाव : नाशिक शहर - ५

(1)विलेखाचा प्रकार	डिक्लरेशन
(2)मोबदला	0
(3) बाजारभाव(भाडेपटट्याच्या बाबतिपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	1
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन :, इतर माहिती: मौजे नाशिक म न 1028/अ पानी प्लॉट नं 08 पानी क्षेत्र 642.88 व एफ.एस.आय क्षेत्र 14.72 चौ.मी. व टीडीआर क्षेत्र 200.91 चौ.मी. शासकीय स्वस्थि अपार्टमेंट((Survey Number : 1028/अ ; Plot Number : 08 ;))
(5) क्षेत्रफळ	1) 642.88 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहुन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-रुपेश एम बागड बिल्डर्स अँड डेव्हलोपर्स अ प्रोप्रायटरी फर्म तर्फे प्रोप्रायटर रुपेश शरद बागड वय:-30; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. 103, स्पेस स्टार, मायको सर्कल, नाशिक , महाराष्ट्र, पीन:इंक. पिन कोड:-422002 पॅन नं:-AXRPB7264M
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करुन दिल्याचा दिनांक	03/08/2021
(10)दस्त नोंदणी केल्याचा दिनांक	04/08/2021
(11)अनुक्रमांक,खंड व पृष्ठ	7641/2021
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-	मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-	Affidavit



सह. दुय्यम निबंधक वर्ग-२
नाशिक-५.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Da
1	RUPESH BAGAD BUILDERS AND DEVELOPERS PROP RUPESH BAGAD	eChallan	69103332021080312662	MH004452712202122E	100.00	SD	0002137776202122	04
2	RUPESH BAGAD BUILDERS AND DEVELOPERS PROP RUPESH BAGAD	eChallan		MH004452712202122E	100	RF	0002137776202122	04
3		DHC		0308202108613	780	RF	0308202108613D	04

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

https://10.10.246.39/MarathiReports/HTMLreports/HTMLReportSuchiKramank2.aspx

नसन-५
सदर ०६४७ /२०२१
2 — 3८

SEAL OF THE JOINT SUB-REGISTRAR Class-2 • NASIK-5 • Rs.100/-

DEED OF DECLARATION

("SWASTHI APARTMENT")

THIS DEED OF DECLARATION made and executed on this **02nd** Day of **August Month** Christian **Year 2021** at Tal. & Dist. Nashik.

RUPESH S. BAGAD BUILDERS & DEVELOPERS
A PROPRIETARY CONCERN THROUGH PROPRIETOR
MR. RUPESH SHARAD BAGAD
Age - 29 Years, Occupation – Business
Pan No. **AXRPB 7264 M**
Aadhar No.3981 9817 4855
Mobile No. 9175223333
E-Mail Id: - rupeshsbagad@live.com.
Add. 103, First Floor, Space Star, MICO Circle, Nashik.

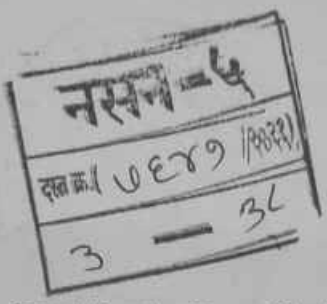
Hereinafter referred to as **"GRANTOR/OWNER"** (Which expression shall, unless it be repugnant to the context or meaning thereof mean and include other partners, legal representatives, administrators, executors and assignees).

1) **PERMISSIONS:-**

A) **N. A. Permission :-** Non-Agricultural permission for the above mentioned subject matter property has been issued by the Collector vide its order no. Maha/Kaksha-3/N.A.L.No./313/2001 dated07/06/2001.

B) **Building Permissions :-**

i. **Commencement Certificate:** - The Grantor/s/Owner/s prepared a building plan for the construction of building and the Nashik Municipal Corporation sanctioned the building plan vide order no. **LND/ BP/Nashik/DCR/0769/2019 on 24/04/2019.**





i. Completion Certificate (Plinth) :-

The said building has been completed up to Plinth Level and the Nashik Municipal Corporation Nashik issued a Plinth Completion Certificate vide letter no. LND/BCCC/ Nashik/DCR/0040/2019 on 11/12/2019.

AND WHEREAS the Grantor/Owner - **Rupesh S. Bagad Builders and Developer a Proprietary concern through Proprietor Mr. Rupesh Sharad Bagad** purchased the **Plot No.08 area adm. 657.60 Sq. Mtrs.,** from the owners Mr. Balasaheb alias Balkrushna Laxman Tidake and others by way of a Sale Deed. **The Sale Deed is registered in the office of Sub- Registrar Nashik-1, vide Sr. No. 10078 on 29/12/2018.** And by virtue of Sale Deed, Mr. Rupesh S. Bagad Builders and Developer through Mr. Rupesh Sharad Bagad acquired **ownership rights** of the said Plot. The name of Grantor/Owner mutated to the property extract vide Mutation Entry No. 501066 dated 05/01/2019.

AND WHEREAS the Nashik Municipal Corporation Nashik acquired area adm. 14.72 Sq. Mtrs., out of the Plot No.08 for the purpose of Road Widening. The Grantor/Owner have executed a Sale Deed in favor of Nashik Municipal Corporation Nashik, and thereby name of Nashik Municipal Corporation Nashik, mutated to the property extract in respect of the said area vide Mutation Entry No. 501105 dated 30/01/2019.

The Grantor/Owner - Rupesh S. Bagad Builders and Developer through Mr. Rupesh Sharad Bagad purchased **T.D.R. area adm. 200.91 Sq. Mtrs., out of S. No. 127 (P)** situated at Gangapur, from the owners Mr. Ashish Raghunath Lele and Mr. Preitish Raghunath Lele. **The TDR Sale Deed is registered in the office of Sub – Registrar Nashik - 7; vide Sr. No. 667 on 11/02/2019.**

AND WHEREAS thus the Promoters herein have acquired ownership rights and have absolute and exclusive possession over the property, i.e. **Plot No.08 area adm. 642.88 Sq. Mtrs., (area adm. 14.72 Sq. Mtrs., has been acquired by NMC for road widening out of total area adm. 657.60 Sq. Mtrs., of Plot No.08),** as described hereinbefore and are entitled and enjoy the said property and have every right to construct a building thereon by utilizing TDR area adm. **200.91 Sq. Mtrs., out of S.**

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क्र.क्र. ७६४७
४ — ३८

SEAL OF THE JOINT SUB-REGISTRAR Class-2 NASIK-5

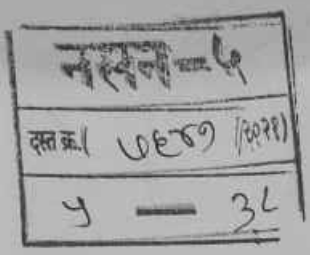
No. 127 (P). The property **Plot No. 08 area adm. 642.88 Sq. Mtrs.**, as described hereinbefore is hereby for the sake of brevity hereafter in the present Deed referred as ***'the said property'***.

AND WHEREAS the Promoter/s has/have proposed to develop a Building of Residential Use under Real Estate project name **"SWASTHI APARTMENT"** and have prepared the plan(s)/layout for the construction of said **residential building** and the said plan(s)/layout are duly approved by the **Nashik Municipal Corporation Nashik.** And the sanctioned plan provides for construction of the units and in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work on the said property. **The copy/ies of the approved Building Plan is annexed hereto**. The Project **"SWASTHI APARTMENT"** consist total **"14 Residential Units".**

AND WHEREAS the said building consists of **Seven Floors, 2 Flats/Units on each Floor, i.e. total 14 Units/Flats.** All the Units/Flats are all capable of Individual Utilization on the account of having their own exit to a Common Area and the facilities of the said Units/Flats shall be sold to one or more owner/s, each owner obtaining particular and exclusive property rights thereto and each Units/Flats 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 and undivided interest in the general and/or restricted common areas and facilities of the said building 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.

That the Project shall be known as **"SWASTHI APARTMENT"** and that the residential units and common areas and facilities of the building will be as follows:-

2) **Units :-** There are in all **14 Units**. The measurements of the residential units include all the outside walls and one half of block partition excluding bearing walls. The principle structure of the said building is R.C.C. framed structure, burnt brick walls,





and wooden 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.

A) **Description of each unit is described hereunder :-**

Sr. No.	Floor	Unit Number and Area of Unit	Name of Owner/ Holder And details of title deed.
01.	First	a) **Flat No. 101** as per sanctioned building plan and **RERA,** Carpet area adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 2.15 Sq. Mtrs.	Mr. Yogesh Keshav Shirode and Mrs. Bhavna Yogesh Shirode. Agreement dated 31/01/2021
		b) **Flat No. 102** as per sanctioned building plan and **RERA,** Carpet area adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 5.83 Sq. Mtrs.	Miss. Mohinee Shrikrushna Rane alias Mrs. Mohinee Prashant Desale. Agreement dated 17/01/2020
02.	Second	a) **Flat No. 201** as per sanctioned building plan and **RERA,** Carpet area adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 2.15 Sq. Mtrs.	Mr. Shivaji Madhukar Chandgude, & Mrs. Vanita Shivaji Chandgude. Agreement dated 22/10/2019
		b) **Flat No. 202** as per sanctioned building plan and **RERA,** Carpet area	Mr. Ajay Namdeo Kothule and Mrs. Tejashri Ajay Kothule. Agreement dated 06/03/2020

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दस्त क्र.(७६४७ /२०२१)
६ — ३८



		adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 2.15 Sq. Mtrs.	
03.	Third	**Flat No. 301** as per sanctioned building plan and **RERA,** Carpet area adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 5.83 Sq. Mtrs.	Miss. Deepali Sadashiv Suryavanshi alias Mrs. Deepali Somnath Mahale. Agreement dated 30/06/2020
		Flat No. 302 as per sanctioned building plan and **RERA,** Carpet area adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 2.15 Sq. Mtrs.	Mr. Madhukar Lotan Patil and Mrs. Manisha Madhukar Patil. Agreement dated 25/07/2020.
04.	Fourth	**Flat No. 401** as per sanctioned building plan and **RERA,** Carpet area adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 2.15 Sq. Mtrs.	Mr. Yogesh Sonu Yeola & Mrs. Madhavi Yogesh Yeola Agreement dated 06/09/2019
		Flat No. 402 as per sanctioned building plan and **RERA,** Carpet area adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 2.15 Sq. Mtrs.	Mr. Sudhakar Bhila Bhadane & Mrs. Smita Sudhakar Bhadane Agreement dated 11/09/2019

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दस्त क्र. ७६८१/२०२१
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SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 * NASIK-5 *

05.	Fifth	**Flat No. 501** as per sanctioned building plan and **RERA,** Carpet area adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 2.15 Sq. Mtrs.	Miss. Pratibha Ashok Jain Mrs. Pratibh Sandeep Bodke and Mr. Sandeep Naraya Bodke. Agreement dated 15/07/2020
		Flat No. 502 as per sanctioned building plan and **RERA,** Carpet area adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 5.83 Sq. Mtrs.	Mr. Uddhav Trimbak Ahire and Mrs. Alka Uddhav Ahire. Agreement dated 12/06/2020
06.	Sixth	**Flat No. 601** as per sanctioned building plan and **RERA,** Carpet area adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 2.15 Sq. Mtrs.	Mr. Ashish Sharad Bagad Agreement dated 28/11/2019
		Flat No. 602 as per sanctioned building plan and **RERA,** Carpet area adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 2.15 Sq. Mtrs.	Mr. Tushar Kiran Borse & Mrs. Alka Kiran Borse Agreement dated 06/09/2019
07.	Seventh	**Flat No. 701** as per sanctioned building plan and **RERA,** Carpet area adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 5.83 Sq. Mtrs.	Mr. Mayur Sanjay Kothawade and Mrs. Divya Mayur Kothawade. Agreement dated 30/11/2020

नमुना-७
सह.क्र.(७६१७ /२०२१)
८ — ३८



		Flat No. 702 as per sanctioned building plan and **RERA,** Carpet area adm. 75.99 Sq. Mtrs., Balcony area adm. 10.98 Sq. Mtrs. along with Terrace area adm. 2.15 Sq. Mtrs.	Mr. Sunil Kachru Aware and Mrs. Rekha Sunil Aware. Agreement dated 28/12/2020

And all the above mentioned Units/Flats have main doors of the said Units/Flats and has access to common areas namely in the landing.

B) <u>Common areas and facilities</u>:

1. All that piece and parcel of the land as described in the schedule written herein under
2. Parking space provided of the said building to all the owners.
3. Following facilities located throughout the Project:

<u>AMMENITIES AND SPECIFICATIONS.</u>

Other additional amenities as provided and verified by the purchasers and about all the amenities the purchaser/s is/are satisfied.

<u>Maintenance</u>:- In regards to the maintenance of the said Unit, the terms and conditions incorporated in the Agreement and/or Deed pertaining to each Unit/Flat will have to be applicable to each Purchaser. The Association may vary or change the amount of maintenance by adopting appropriate resolutions in their meetings. Maintenance will not be collected for unsold units. If the unit is sold & Allottee (s)/s is/are not staying still it is mandatory for him/her/them to pay his outgoings for the same.

C) That the right, title and interest of each owner of the residential unit 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 **"SWASTHI APARTMENT"** is of all residential units as follows:-

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दस्त क्र.1 ७६७१/२०२१
९ — ३८



Units- Residential and Commercial	VOTING AND OWNERSHIP PERCENTAGE
Apartment/Flat No.101	7.06%
Apartment/Flat No.102	7.35%
Apartment/Flat No. 201	7.06%
Apartment/Flat No. 202	7.06%
Apartment/Flat No.301	7.35%
Apartment/Flat No.302	7.06%
Apartment/Flat No.401	7.06%
Apartment/Flat No.402	7.06%
Apartment/Flat No.501	7.06%
Apartment/Flat No.502	7.35%
Apartment/Flat No.601	7.06%
Apartment/Flat No.602	7.06%
Apartment/Flat No.701	7.35%
Apartment/Flat No.702	7.06%
Total	100%

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 family units to the total value of all residential units & as provided in (a) hereof may be limited in accordance with the provisions of the by- laws attached hereto may be limited in accordance with provisions of the by laws attached hereto as the **Exhibit B.**

b) 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.

That the administration of **"SWASTHI APPARTMENT"** consisting as aforesaid of the building and parcel of land described in the schedule of this deed shall be in accordance with the provision of this deed and with the provision of the By Laws which are made a part of this Deed of Declaration and are attached hereto.

नमुना-५
दस्त क्र.(७६४७ /२०११)
90 — 3८

SEAL OF THE JOINT SUB-REGISTRAR CLASS-II NASHIK-3

That as appeared above a 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, 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, 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.

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 **"SWASTHI APPARTMENT"** 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.

That so long as the Grantor/s/Owner/s owns one or more of the Residential Units, the Grantor shall be subject to the provision of this deed of the **Exhibit A & B** attached hereto and Grantor 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 or other rights assigned to the association by reason of the establishment of the **"SWASTHI APARTMENT"**

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 Unit owner shall not make any kind of changes, which may cause injuries or damage to the structure of the said Project.

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.





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

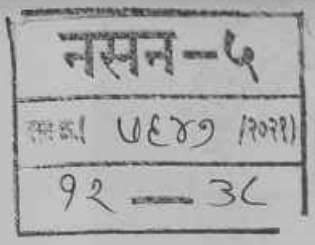
That each Unit owner shall comply with the provision of this Deed of Declaration, the By Laws, decisions and resolution of the Association of Apartment owners or its representatives, and failure to comply with any such provision, decision or resolutions, shall be grounds for an action to recover sums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

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.

That no Unit Owner of an Unit/Flat, may exempt himself 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 residential unit.

That all sum assessed by the association but unpaid for the share of the common expenses chargeable to any family Unit/Flat 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 Unit/Flat.

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 provision of this Deed of Declaration and that the mere acquisition or rental of any of the residential unit of the Project or the mere act of occupancy of any of the



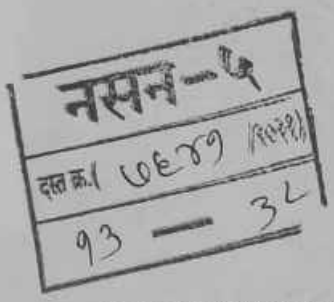


said Unit/Flat shall signify that the provisions of this declarations are accepted and ratified. The respective family units shall not be rented or given on Leave and License or care taker basis by the apartment owners thereof for transient or hotel purposes which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the family units are provided customary Hotel or Boarding or Lodging or Paying Guest Services other that the foregoing obligations, the Apartment Owners of the respective residential unit shall have the absolute rights to Lease such unit or give it Leave and License on or care taker basis provided that the said lease or Leave and License or Care taker basis is made subject to the Covenants and Restrictions contained in this Declaration and further subject to the By Laws in **Exhibit B** attached hereto.

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.

That where the 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 by 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 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.

That in a voluntarily conveyance of a residential unit the Grantee of such unit shall be jointly and severally liable to 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.

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

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 each Unit owner 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.

That the service of the notice and/or summon or any type of the correspondence will be made at the addressed abovementioned of the persons concerned and or the addresses subsequently informed by the apartment owners to the Board of Managers in writing.

THE SCHEDULED OF THE PROPERTY REFERRED TO ABOVE

SCHEDULE - I

All that piece and parcel of land lying, being and situate at **village - Nashik** bearing **Plot No.08, area adm.642.88 Sq. Mtrs., and F.S.I. of area adm.14.72 Sq. Mtrs., (area adm. 14.72 Sq. Mtrs., acquired by Nashik Municipal Corporation Nashik out of total area adm. 657.60 Sq. Mtrs., of Plot No. 08)**, out of **S. No.1028/A, and**

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SEAL OF THE JOINT SUB-REGISTRAR Class-2 NASIK-5

TDR area adm. 200.91 Sq. Mtrs., situated at **Village – Nashik.** Within the local limits of the Nashik Municipal Corporation Nashik, and bounded as follows -

On or towards East : Plot No. 09.
On or towards West : Plot No. 07.
On or towards North : Plot No.21.
On or towards South : 9.00 Meter Wide Colony Road.
together with all easement rights etc. of Project standing thereon named as **"SWASTHI APARTMENT"**

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



RUPESH S. BAGAD BUILDERS & DEVELOPERS
A PROPRIETARY CONCERN THROUGH PROPRIETOR
MR. RUPESH SHARAD BAGAD

Signature

In presence of witnesses –

1. Yogesh Popher.

2. Deepraj Patil

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EXHIBIT - "A"

[BUILDING PLAN]

Attached hereafter along with this deed.

EXHIBIT - " B "

BY LAWS OF as "SWASTHI APARTMENT"

CHAPTER - 1

SHORT TITLE AND APPLICATION

These by laws may be called the By Laws of as **"SWASTHI APARTMENT"** the provisions of these by laws apply to the as **"SWASTHI APARTMENT"**

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 in any manner or subject to the regulations sets forth in these by 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 or mere act of occupancy of the any of the said units will signify that these by laws are accepted, ratified and will be complied with.

1. **DEFINATIONS :**

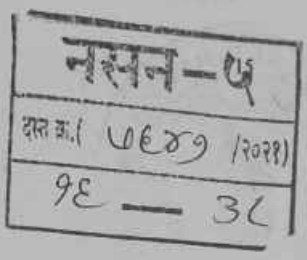
In these by laws, unless the context requires otherwise-

a. "Act" means the Maharashtra Apartment Ownership Act, 1970.

b. "Association" means the association of all the Unit/Flat Owners constituted by the owners for the purpose of as **"SWASTHI APARTMENT"**Condominium.

c. "Board" means the Board of Managers consisting of three persons all of who shall be owners of Apartment in the as **"SWASTHI APARTMENT"** Condominium.

d. "Building" means the building located on **Plot No.08, area adm.642.88 Sq. Mtrs., and F.S.I. of area adm.14.72 Sq. Mtrs., (area adm. 14.72 Sq. Mtrs., acquired by Nashik Municipal Corporation Nashik out of total area adm. 657.60 Sq. Mtrs., of Plot No. 08),** out of **S. No.1028/A, and TDR area adm. 200.91 Sq. Mtrs.,** situated at **Village - Nashik,** within the local limits of the Nashik Municipal Corporation Nashik, known as the **"SWASTHI APARTMENT"** Condominium and includes the land forming part thereof.





e. "Declaration" means the declaration, which the sole owners of the building 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 **"SWASTHI APARTMENT"** Condominium.

h. "Section" means the section of the Act.

i. "Unit" means the family unit in **"SWASTHI APARTMENT"** Condominium.

j. "Registrar" means the Registrar of the Co-Op Societies.

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

3. **APARTMENT OWNERSHIP:**

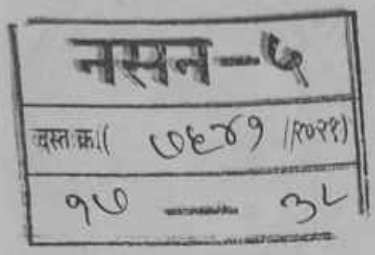
The building located on the and known as the **"SWASTHI APARTMENT"** submitted to the provision of **Plot No.08, area adm.642.88 Sq. Mtrs., and F.S.I. of area adm.14.72 Sq. Mtrs., (area adm. 14.72 Sq. Mtrs., acquired by Nashik Municipal Corporation Nashik out of total area adm. 657.60 Sq. Mtrs., of Plot No. 08),** out of **S. No.1028/A, and TDR area adm. 200.91 Sq. Mtrs.,** situated at **Village – Nashik,** Taluka& District Nashik the Act.

4. **OBJECTS OF ASSOCIATION: -**

- The object of the association shall be:

a. To be and to Act as the Association of the Apartment owners of the building called the **"SWASTHI APARTMENT"** situated at **Plot No.08, area adm.642.88 Sq. Mtrs., and F.S.I. of area adm.14.72 Sq. Mtrs., (area adm. 14.72 Sq. Mtrs., acquired by Nashik Municipal Corporation Nashik out of total area adm. 657.60 Sq. Mtrs., of Plot No. 08),** out of **S. No.1028/A, and TDR area adm. 200.91 Sq. Mtrs.,** situated at **Village – Nashik,** Taluka& District Nashik (hereinafter called as the "Said Building") who have filled their respective declarations submitting their Apartment to the provisions of the Act;

b. To invest or deposit moneys;





c. To provide for the maintenance, repair & replacement of the common areas and facilities by contributions from the Apartment Owners, and if necessary, by raising Loans for that purpose;

d. To retain and rent or license if possible, suitable portion 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 all & do all & any of the matters provided in the Sub Section 2 of the Section 16 of the Act;

f. To advance with the consent of the Unit/Flat Owners any short term loan/s to any Unit/Flat Owner/s in case of emergent necessity & to provide for the repayment thereof in lump sum or in installments;

g. To establish and carry on, on its own accounts or jointly with the individuals or institutions, educational, physical, social & recreative activities for the benefits of the Unit/Flat Owners;

h. To frame rules, with the approval of the General Meeting of the Association & after consulting the Competent Authority & may establish a provident fund and gratuity fund, if necessary, for the benefit of the employee/s of the Association;

i. To do all the things necessary or & otherwise provide for their welfare expedient for the attainment of the objects specified by these bye-laws.

- The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye laws for the purpose.

5. **MEMBERS OF THE ASSOCIATIONS**: -

a. All the persons who have purchased Apartment in the said **"SWASTHI APARTMENT"** & have executed respective Declarations u/s 5 of the Act submitting their Apartments to the provisions of the Act shall automatically be the members of the Association. Each Unit/Flat Owner shall receive a copy of the bye laws on payment of Rs. 100/- (Rs. One Hundred Only).

b. Upon any Unit/Flat Owner selling his Unit/Flat or absolutely conveying the same by way of Gift under his will or otherwise, the Purchaser or Donee shall automatically become a member of the Association. The shares held by an

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Apartment Owner selling the Apartment shall be transferred to the name of the purchaser or Donee on payment of the transfer fee to the Association.

c. On the death of an Unit/Flat Owner, his Unit/Flat shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the Legal Representative 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 in the Register of Unit/Flat owners maintained by the Secretary for the purpose of Administration of the **"SWASTHI APARTMENT"** as Unit/Flat Owner or Unit/Flat Owners. Where any legatee is a minor, the Unit/Flat Owner shall be entitled to appoint a guardian of such minor.

6. **JOINT APARTMENT OWNERS**:-Where an Unit/Flat has been purchased by two or more persons jointly, they shall be jointly entitled to the Unit/Flat and the shares of the Association shall be issued in their joint names, but the person whose name stands first in the list shall have the right to vote.

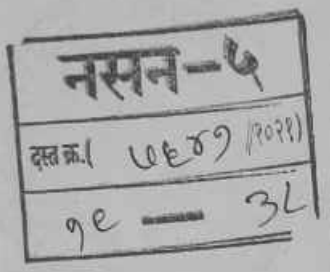
7. **HOLDING OF ONE SHARE COMPULSORY** :-Every Unit/Flat Owner must hold at least one Share of the Association [Joint Apartment Owners holding the share/s jointly].

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 contest an 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.

CHAPTER – II

VOTING QUORUM AND PROXIES

9. **VOTING** :- Voting shall be on a Percentage basis and the percentage of vote to which the Unit/Flat Owner is entitled is the percentage assigned to the Unit or Units in him Deed of Declaration.





10. **QUORUM** : -Except as otherwise provided in these by-laws the presence in person of a majority of Apartment Owners shall constitute a Quorum.

11. **VOTES TO BE CAST IN PERSON** :- Votes shall be cast in person.

CHAPTER – III

ADMINISTRATION

12. **POWERS AND DUTIES OF THE ASSOCIATION**:-The Association will have the responsibility of administering the **"SWASTHI APARTMENT"** approving the annual Budget, establishing and collecting monthly assessments, and arranging for the management of the apartment in an efficient manner. Except as otherwise provided, resolutions of the Association shall require approval by a majority of the Apartment Owners, casting votes in person.

13. **PLACE OF MEETING**:- Meetings of the Association shall be held at suitable place convenient to the Unit/Flat Owners as may from time to time be designated by the Association.

14. **ANNUAL MEETING** : - The first annual meeting of the Association shall be held within a period of two months from the date of the registration of the Declaration Deed. Thereafter the annual meetings of the Association shall be held on the first day of May of each succeeding year. At such meetings there shall be elected by Ballot of the Unit/Flat Owners a Board of Managers in accordance with the requirements of by-laws . The Unit/Flat Owners may also transact such other business of the Association as may properly come before them.

15. **SPECIAL MEETING**: - It shall be duty of the President to call a Special meeting of the Unit/Flat Owners as directed by the Resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Housing Commissioner, as the case may be, the Registrar or any office duly authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four -fifths(4/5^{ths}) of the owners present in person.

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16. **NOTICE OF MEETING**:- It shall be the duty of the secretary to mail or send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is held, to each apartment owners, at least 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye law shall be considered notice served. Notices of all the meetings shall be mailed or sent to the Housing Commissioner, or as the case may be, the Registrar.

17. **ADJOURNED MEETINGS**:- If any meeting of any owners cannot be organized because a quorum has not attended the owners who are present, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. If at such adjourned meetings also no quorum is present the owners present in person been not less than two shall form a quorum.

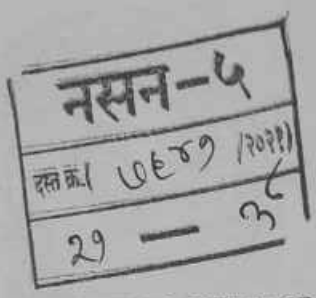
18. **ORDER OF BUSINESS**:- The order of business at all meeting of the owners of units shall be as follows:

I. Roll Call.
II. Proof of notice of meeting or waiver of notice.
III. Reading of minutes of preceding meetings.
IV. Reports of Officers.
V. Report of the Housing Commissioner or the Registrar or of the officer duly authorized by them if present.
VI. Report of Committees.
VII. Election of Board of Managers.
VIII. Unfinished business, if any.
IX. New Business.

CHAPTER – IV

BOARD OF MANAGERS

19. **MANAGEMENT OF ASSOCIATION**:- The affairs of the association shall be government by a Board of Managers.





20. **POWERS & DUTIES OF THE BOARD**:- The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the association and may do all such acts and things as are not by law or these bye laws directed to be exercised and done by the owners.

21. **OTHER DUTIES**:- In addition to the duties imposed by these bye-laws or by resolutions of the Association, the Board shall be responsible for the following that is to say : -

a) Care, upkeep and surveillance of the **"SWASTHI APARTMENT"** and the common areas and facilities and restricted common areas and facilities.

b) Collection of monthly assessment from the owners.

c) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the **"SWASTHI APARTMENT"** and the common area and facilities and the restricted common areas and the facilities.

d) To provide for the manner in which the audit and account of the association shall be carried out.

e) To inspect the accounts kept by the secretary and/or the treasurer and examine the registers and account books and to take steps for the recovery of all sums due to the association.

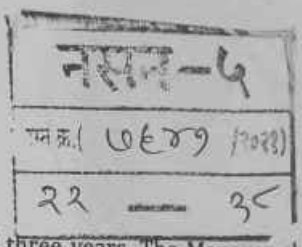
f) To sanction working expenses, count cash balance and deal with other miscellaneous business.

g) To see that the cash-book is written up promptly and is signed duly by one of the members of the Board authorized in this behalf.

h) To hear and deal with complaints.

22. **MANAGER**:- The Board may employ for the association a Manager at a remuneration determined by the Board to perform such duties and services as the board shall authorize including but not limited to the duties listed in the bye-law 21.

23. **ELECTION & TERM OF OFFICE**:- At the first annual meeting of the Association the term of the office of two Managers shall be fixed for three years. The term of office of two Mangers shall be fixed at one year. At the expiration of the initial term of office of each respective Manager, A successor shall be elected to





serve a term of three years. The Manager shall hold office until their successors have been elected and hold their first meeting. (If a larger Board is contemplated, the terms of office shall or should be established in a similar manner so that they will expire in different years).

24. **VACANCIES**:- Vacancies in the Board caused by any reason other than the removal of a manager by a vote of the association shall be filled by vote of the majority of the remaining managers, even though they may constitute less than quorum and each person so elected shall be a manager until a successors is elected at the next annual meeting of the association.

25. **REMOVAL OF MANAGERS**:- At any regular or special meeting duly called any one or more of the managers may be removed with or without cause by a majority of the apartment owners and a successor may then and there to fill the vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26. **ORGANISATION MEETING**:- The first meeting of newly elected Board shall be held within ten days of election at such place as shall be fixed the managers at the meeting at which such managers were elected and no notice shall be necessary to the newly elected managers in order legally to constitute such meeting, provided a majority of the whole board shall be present.

27. **REGULAR MEETING**:- Regular meetings of the Board may be held at such time and place shall be determined, from time to time by a majority of managers, but at least two such meetings shall be held during each year. Notice of regular meetings of the board shall be given to each manager, personally or by mail, or by telegraph, at least three days prior to the day named for such meeting.

28. **SPECIAL MEETING**:- Special meetings of the Board may be called by the President on three days notice to each Manager, give personally or by mail or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. (Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three members).