

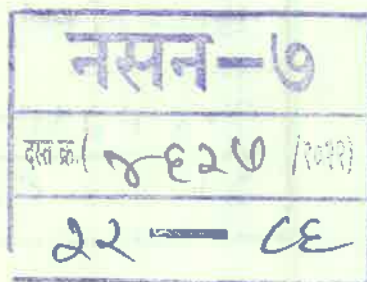
SR.NO	Floors	Flat No.	Type	Rera Carpet Area (SQ.M)	BALCONY AREA (SQ.M)	TOTAL AREA (SQ.M.)	OWNERSHIP PERCENTAGE ON TOTAL CARPET AREA
BUILDING H-WING - H5							
1	1st Floor	101	3RK	39.76	6.72	46.48	0.097%
2		102	4RK	57.22	8.15	65.37	0.137%
3		103	4RK	57.22	8.15	65.37	0.137%
4		104	3RK	39.76	6.72	46.48	0.097%
5	2nd Floor	201	3RK	39.76	6.72	46.48	0.097%
6		202	4RK	57.22	8.15	65.37	0.137%
7		203	4RK	57.22	8.15	65.37	0.137%
8		204	3RK	39.76	6.72	46.48	0.097%
9	3rd Floor	301	3RK	39.76	6.72	46.48	0.097%
10		302	4RK	57.22	8.15	65.37	0.137%
11		303	4RK	57.22	8.15	65.37	0.137%
12		304	3RK	39.76	6.72	46.48	0.097%
13	4th Floor	401	3RK	39.76	6.72	46.48	0.097%
14		402	4RK	57.22	8.15	65.37	0.137%
15		403	4RK	57.22	8.15	65.37	0.137%
16		404	3RK	39.76	6.72	46.48	0.097%
17	5th Floor	501	3RK	39.76	6.72	46.48	0.097%
18		502	4RK	57.22	8.15	65.37	0.137%
19		503	4RK	57.22	8.15	65.37	0.137%
20		504	3RK	39.76	6.72	46.48	0.097%
21	6th Floor	601	3RK	39.76	6.72	46.48	0.097%
22		602	4RK	57.22	8.15	65.37	0.137%
23		603	4RK	57.22	8.15	65.37	0.137%
24		604	3RK	39.76	6.72	46.48	0.097%
25	7th Floor	701	3RK	39.76	6.72	46.48	0.097%
26		702	4RK	57.22	8.15	65.37	0.137%
27		703	4RK	57.22	8.15	65.37	0.137%
28		704	3RK	39.76	6.72	46.48	0.097%
TOTAL						1565.90	3.28%

1] Units: - Thus there are in all 56 Residential units and 11 Commercial Units in Building-"F" - Wing "F1" & "F2".

2] There are in all 112 Residential units in Building-"G" - Wing "G1", "G2", "G3" and "G4".

3] There are in all 140 Residential units in Building-"H" - Wing "H1", "H2", "H3", "H4" and "H5".

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.

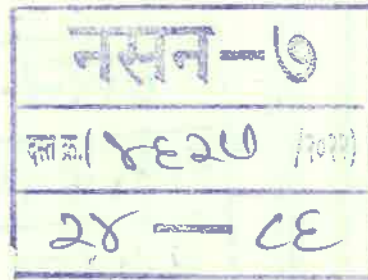
(A) COMMON FACILITIES:-

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.
5. One overhead water tank for each building/wing 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 parking spaces at ground floor below stilt and below podium slab shall be restricted and the Promoter herein shall have exclusive right to allot the same to the Allottee/Purchaser/s in the building.

2. 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 Promoter 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 vice-versa.



RESTRICTED COMMON AREAS:-

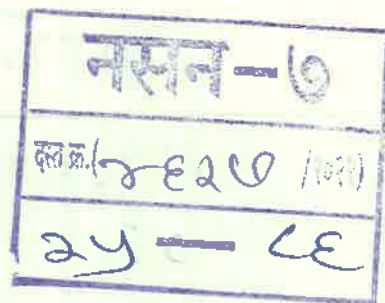
1) As mentioned above, the parking space, and marginal open space allotted to the individual owners of the Apartment shall be used and utilized by the flat owners to whom the said parking space and marginal open space is allotted and except to such allotted nobody shall have and right, title and interest 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 APNA GHAR PHASE-II**” 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/Owner has sold/agreed to be sold the units constructed under the name of the project “**SAMRAAT APNA GHAR PHASE-II**” Building - ‘F’- Wing ‘F1’ & ‘F2’, Building - ‘G’- Wing ‘G1’, ‘G2’, ‘G3’ & ‘G4’, Building - ‘H’- Wing ‘H1’, ‘H2’, ‘H3’, ‘H4’ & ‘H5’. 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/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 APNA GHARPHASE-II" Building - 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5' 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 APNA GHARPHASE-II" Building 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5', totally consisting 308 Residential Units and 11 Commercial Units in Building - 'F'- Wing 'F1' & 'F2' 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 APNA GHARPHASE-II" Building - 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' &



FOURTEENTH:

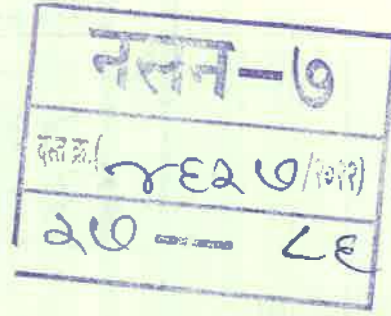
FIFTEENTH:-

SIXTEENTH:-

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:-

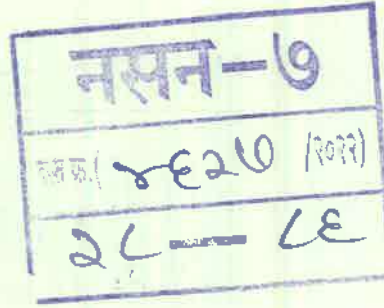
That the dedication of the property to the Plans of Apartment of Ownership herein shall not be revoked, or the property removed from the plan of Apartment Ownership, or any of the provisions herein amended unless all of the apartment owners and mortgagees of all the mortgages covering the units unanimously 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:-

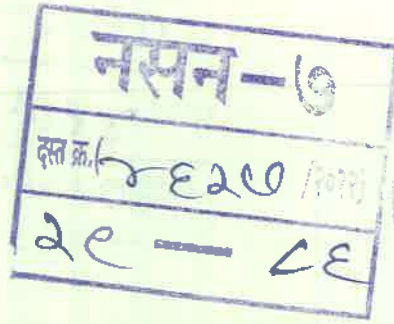
That if the property, subject to the plan of apartment ownership is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act 1970.

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:-

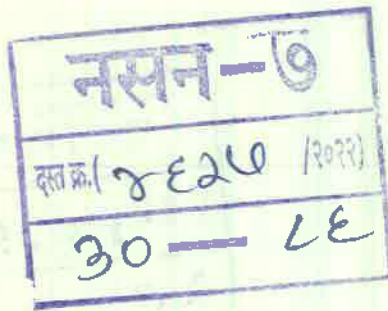
That the Manager or Board of Managers of the Association of Apartment shall obtain and continue in effect of property insurance in form and amount satisfactory to Mortgagees holding first Mortgage covering residential units without prejudicial to the right of the owner of a residential unit to obtain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

- a) All that piece and parcel of Non-Agricultural land property lying and being situated at Village **Gangapur**, Taluka and District Nashik, bearing **Survey No. 48/2A** admeasuring **5100.00 Sq. Mtrs.** (Out of the same 963.70 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 utilized and consumed) within the limits of Nashik Municipal Corporation, which is bounded as follows:-

On or towards

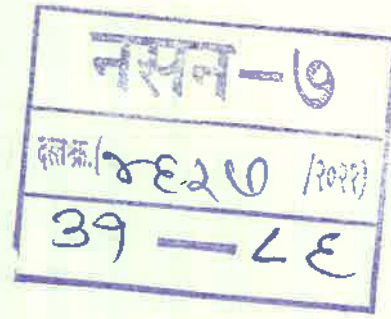
East	:-	Survey No. 48 part
West	:-	Survey No. 48 part
South	:-	Survey No. 50 part
North	:-	Road and Nallah.

- b) All that piece and parcel of Non-Agricultural land property lying and being situated at Village **Gangapur**, Taluka and District Nashik, bearing **Survey No. 50/2** admeasuring **24500.00 Sq. Mtrs.** having **CTS No. 2383/1** admeasuring **24849.00 Sq. Mtrs.** (Out of the same 1273.59 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 utilized and consumed) within the limits of Nashik Municipal Corporation, which is bounded as follows:-

On or towards

East	:-	Survey No. 49 part
West	:-	Survey No. 50 part
South	:-	Road
North	:-	Survey No. 48 part

As mentioned herein above from the total area of land this deed is for **"SAMRAAT APNA GHARPHASE-II" Building - 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5', totally consisting 308 Residential units and 11**



Commercial Units of buildings standing thereon and for the land and soil below the plinth area of the Building - 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5' total land and soil 3251.56 Square Meters below the plinth area only.

IN WITNESS WHEREOF THE GRANTOR 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 : Preeti Anand

Add. Samraat HQ, A-33

NICE Area, Satpur, Nashik

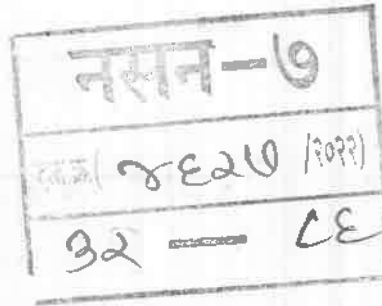


EXHIBIT - "A"

BYE LAWS OF "SAMRAAT APNA GHAR PHASE- II"

Building - 'F'- Wing 'F1' & 'F2',

Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4',

Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5'

CHAPTER - I

1) SHORT TITLE AND APPLICATION

These bye laws may be called the Bye Laws of "SAMRAAT APNA GHARPHASE-II" Building - 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5'.

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.

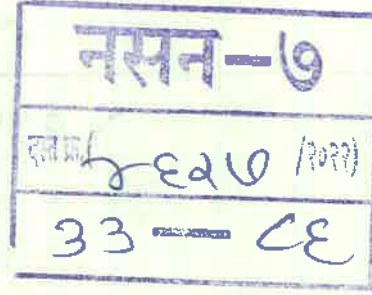
2) DEFINATIONS:

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-II" Building - 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5'.

[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-II" Building - 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5'.

[d] "Building/s/Project" means the building named as **"SAMRAAT APNA GHAR PHASE-II" Building - 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5' located Survey No. 48/2A and Survey No. 50/2 totally admeasuring 29600.00 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-II" Building - 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5'.**

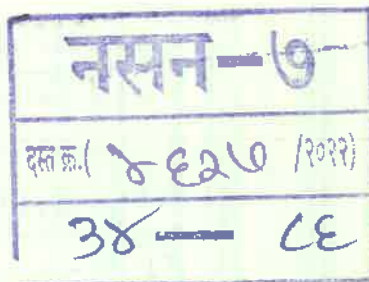
[h] "Section" means the section of the Act.

[i] "Unit" means the residential unit in the **"SAMRAAT APNA GHAR PHASE-II" Building - 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5'.**

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/s/project located at **Survey No. 48/2A and Survey No. 50/2** totally admeasuring **29600.00 Sq. Mtrs. of Gangapur Shiwar, situated within local limits of Nashik Municipal Corporation, and known as the "SAMRAAT APNA GHAR PHASE-II" Building - 'F'- Wing 'F1' & 'F2',**



Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5', submitted to the provision of the Act.

4) OBJECTS OF ASSOCIATION:

1. The object of the association shall be:

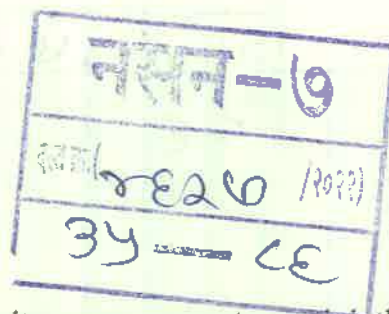
(a) To be and to Act as the Association of the Apartment owners of the building/s/project called the **"SAMRAAT APNA GHARPHASE-II"** Building - 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5', situated at Survey No. 48/2A and Survey No. 50/2 totally admeasuring 29600.00 Sq. Mtrs. of Gangapur Shiwar, situated within local limits of Nashik Municipal Corporation (hereinafter called as the "Said Building/s/Project") who have filled their respective declarations submitting their Apartment to the provisions of the Act;

(b) To deposit moneys in the respective bank account which is opened in any bank as decided by the board members and will be operated for various purposes for the day to day operation and maintenance of the expenses of **"SAMRAAT APNA GHAR PHASE-II"** Building - 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5'.

(c) To provide for the maintenance, repair & replacement of the common areas and facilities by contributions from the Apartment Owners.

(d) To retain and rent or license if possible, suitable portion of the common areas and to Fixed Deposit in the name of Apartment in its Official Bank Account all amounts left after deducting the common expenses & only accumulate the same for building/s/project up a Reserve Fund. No profit will be distributed between owners ever until a special resolution is passed with 75% opting for distribution.

(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 establish and carry on, on its own accounts or jointly with the individuals or institutions, educational, physical, social & creative activities for the benefits of the Apartment Owners;
- (g) 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;
- (h) To do all the things necessary or & otherwise provide for their welfare expedient for the attainment of the objects specified by these bye-laws.
- (i) 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:

1] All the persons and their family who have purchased Apartment in the said "SAMRAAT APNA GHAR PHASE-II" Building - 'F'- Wing 'F1' & 'F2', Building - 'G'- Wing 'G1', 'G2', 'G3' & 'G4', Building - 'H'- Wing 'H1', 'H2', 'H3', 'H4' & 'H5' & 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 and shall pay the sum as the entrance fee as may be decided by the association. Each Apartment Owner shall receive a copy of the bye laws on payment of Rs. 1000/- (Rs. One Thousand Only).

2] Upon any Apartment Owner selling his apartment 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 & shall be admitted as member on payment of the entrance fee or other fees which the association will fix time to time. The shares held by an 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.