

340/7092

पावती

Original/Duplicato

Tuesday, August 31, 2021

नोंदणी क्र. :39म

11:13 AM

Regn.:39M

पावती क्र.: 8610 दिनांक: 31/08/2021

मावाने नाव: वडाळा

दस्तावेजाचा अनुक्रमांक: वसगा3-7092-2021

दस्तावेजाचा प्रकार: दिवलेक्षण

सादर करणाऱ्याने नाव: ये.जग पक्षाधर्ती दिवलेक्षण, पार्टनरशिप फर्म तर्फे पार्टनर प्रसन्न दिवलेक्षण केकरेज

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 900.00

पृष्ठांची संख्या: 45

एकूण:

रु. 1000.00

वापणास मूळ दस्त, धंबनेस प्रिंट, सूची-२ अंदाजे

11:28 AM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik3

सह. दुय्यम निबंधक वर्ग-२

नाशिक-३

बाजार मूल्य: रु.0/-

सौबदला रु.1/-

भरलेले मुद्रांक शुल्क: रु. 100/-

1) देयकाचा प्रकार: DHC रकम: रु.900/-

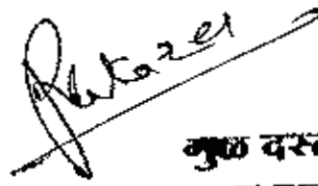
डीडी/धनादेश/पि ऑर्डर क्रमांक: 2708202107670 दिनांक: 31/08/2021

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पि ऑर्डर क्रमांक: MH005494782202122E दिनांक: 31/08/2021

बँकेचे नाव व पत्ता:



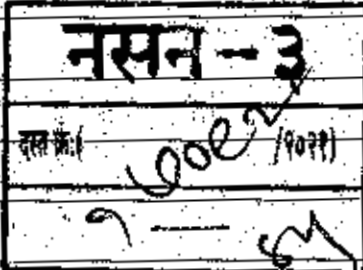
मूळ दस्त परत केला
व सही घेतली.



CHALLAN
MTR Form Number-6



GRN	MH05494782202122E	BARCODE	Date 27/08/2021-12:29:28		Form ID	25.1
Department			Inspector General Of Registration			
Stamp Duty			Payer Details			
Type of Payment			Registration Fee		TAX ID / TAN (If Any)	
			PAN No.(If Applicable)		A AFFJ1013K	
Office Name			NSKS_NASHIK 3 JOINT SUB REGISTRAR		Full Name	
Location			NASHIK		MS. JAY PADMAWATI BUILDERS THRO	
Year			2021-2022 One Time		PRASANNA V KANKAREJ	
			Flat/Block No.		MALJE WADALA S NO 39A/51/PLOT/15 .PLOT	

Account Head Details		Amount In Rs.	
0030046401 Stamp Duty	100.00	Road/Street	PADMA VISHWA DREAM SQUARE APARTMENT
0030063301 Registration Fee	100.00	Area/Locality	NASHIK
		Town/City/District	
		PIN	4 2 2 0 0 6
		Remarks (If Any)	
		SecondPartyName=NONE~	
 		Amount In	Two Hundred Rupees Only
Total	200.00	Words	

Payment Details		INDIAN BANK				FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	Ref. No.	02808672021082744589		2810844089			
Cheque/DD No.		Bank Date	RBI Date	27/08/2021-12:30:20		Not Verified with RBI			
Name of Bank		Bank Branch		INDIAN BANK					
Name of Branch		Scroll No. , Date		Not Verified with Scroll					

Department ID: _____ Mobile No. : 9822000865

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

नोट:- इस चक्रान्तर्गत वार्ड (वि. सं.) के निवासियों को इस सूचना के माध्यम से सूचित किया जा रहा है कि, नौदण्डी न. क.रा.स.या. के सदस्यों को नौदण्डी न. क.रा.स.या. के कार्यालय में दर्जनामाही लागू आहे. नौदण्डी न. क.रा.स.या. के दर्जनामाही सदस्य भवन लागू नाही.

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2708202107670	Date 27/08/2021
Received from SELF, Mobile number 0000000000, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered (SARITA) in the Sub Registrar office Joint S.R.Nashik 3 of the District Nashik Page 1/1 Print Date 27-08-2021	
Payment Details	
Bank Name IDIB	Date 27/08/2021
Bank CIN 10004152021082704915	REF No. 2911095900
This is computer generated receipt, hence no signature is required.	

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DECLARATION OF APARTMENT

THIS DECLARATION OF APARTMENT made and executed on this 27th day of the Month of August in the Christian Year 2021 at Nashik.

BETWEEN

M/S JAY PADMAWATI BUILDERS A Partnership Firm [Pan Card No. AAFJ 1013 K], through its Partner **MR. PRASANNA VISHWANATH KANKAREJ**, Age 52 years, Occu. Business, [Aadhaar No. 9699 0980 9399], (Mobile No. 9822000865) R/o. Sevasadan, Pakhal Road, Dwarka Nashik-422011, herein after referred to as **"THE GRANTOR OWNERS & PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include the said Partnership Firm, its Partners for the time being constituting the said Partnership Firm, their executors, administrators, representatives and assigns) of the **ONE PART.**

WHEREAS :

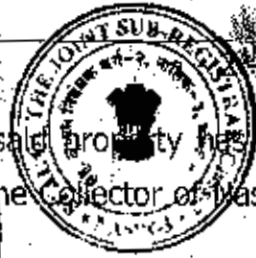
FIRST-

M/S JAY PADMAWATI BUILDERS a Partnership Firm through its Partner Mr. Prasanna Vishwanath Kankarej (Hereinafter referred to as the Grantor Owners & Promoters) are seized and possessed of and otherwise well and sufficiently entitled to a Non-Agricultural Piece of land bearing Revenue Survey No. 39A/5/1/Plot/15 admeasuring 630.04 sq.mtr. assessed at N.A. assessment of Rs. 296.56 Ps., corresponding to CTS No. 1546 admeasuring 767.2 sq.mtrs. situate, lying and being at Village Wadala, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik (more particularly described in Schedule-I, hereunder written and hereinafter referred to as the "Said Property" for the sake of brevity) together with T.D.R. F.S.I. admeasuring 410.00 sq. mtrs. out of D.R.C. No. 795 B dtd. 25/01/2019 of Nashik Municipal Corporation, Nashik.

AND WHEREAS the aforesaid property has been purchased by the Grantor Owners & Promoters from Keshav Bhikaji Pachorkar and others; Vide Sale Deed dtd. 30/10/2018, which is duly stamped and registered at the office of Joint Sub Registrar Class II Nashik-3 at Serial No. 7570/2018 on 31/10/2018. In pursuance of execution of the said Sale Deed the name of the Grantor Owners & Promoters were entered into ownership column of the said property vide M.E. No. 16147.

AND WHEREAS layout plan of the said property has been approved by The Mamlatdar of Nashik vide Order No. M.A.S.R./70/05 dtd. 05/07/1966.

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AND WHEREAS the said property has been converted for Non Agricultural use vide the order of the Collector of Nashik bearing No. LNA/SR/54/66 dtd. 05/02/1966.

AND WHEREAS the Grantor Owners & Promoters herein have total area of the said property 630.04 sq. mtrs. out of 173.84 sq. mtrs. area has been obtained Commercial Non Agricultural purpose & got it sanctioned vide order of the Collector of Nashik bearing No. Masha/Desk-3/7-1/Ru.Ka.Aa/SR/90/2019 dtd. 30/08/2019.

AND WHEREAS as per sanctioned layout plan of the said property a colony road of 7.50 mtrs. width has been shown and prepared on the south side of the aforesaid plot. However as per the recent building bye-laws, Rules & Regulation of Nashik Municipal Corporation Nashik, the colony road of 7.50 mtrs. width shall required to be widened to the extent of 9.00 mtrs. width & for that purpose it is necessary for the plot owners to surrender required area for road widening in favour of Nashik Municipal Corporation Nashik before sanction of building plan on the said plot. In pursuance whereof an area admeasuring 12.21 sq. mtrs. of the said plot is required to be transferred in the name of Nashik Municipal Corporation Nashik for Road Widening. Accordingly the Promoters have transferred the said area of 12.21 sq. mtrs. of the said plot in favour of Nashik Municipal Corporation Nashik. In pursuance whereof Town Planning Department of Nashik Municipal Corporation Nashik issued Letter dtd. 14/01/2019 to the Talathi of Nashik & accordingly necessary change has been made in the revenue record of the said plots by effecting M.E. No. 16327. Hence the remaining area admeasuring 617.83 sq.mtrs. of the said plot is remained in the name of the Grantor Owners & Promoters.

AND WHEREAS the Grantor Owners & Promoters herein have purchased T.D.R.F.S.I of 550.00 sq. mtrs. out of DRC Certificate No. 795 B dtd. 25/01/2019 from Mrs. Hirabal Dattatrya Shirode vide Registered Sale Deed dtd. 25/02/2019 bearing Registration No. 924/2019. The correction Deed if the said Sale Deed is made, executed and registered between the parties and same is registered in the office of Sub Registrar Nashik-7 at. Sr. No. 2585/2019 dt. 07/06/2019. Out of total purchased area admeasuring 550.00 sq. mtrs. T.D.R. of 410.00 sq. mtrs. out of total area vide Formula $410 \times 22580 / 8820 = 1049.63$ sq. mtrs. have been used & utilized by the Grantor Owners & Promoters for construction of building on the said property.

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AND WHEREAS the said property falls within the residential zone of the Development plan of Nashik and that the tenure of the said property is free hold and marketable.

THIRD -

AND WHEREAS the Grantor Owners & Promoters have constructed a multi-storied building consisting of various premises and the building is known as **PADMA VISHWA DREAM SQUARE APARTMENT** (hereinafter referred as the said building) on the said property, consisting of residential flats, commercial shops, open parking spaces, covered parking spaces and such other premises as per the approved building plans, with a view to sell the said premises therein, on **OWNERSHIP BASIS** to the intending Purchasers/ Allottees:

AND WHEREAS the Grantor Owners & Promoters have prepared building plan of the proposed buildings on the said property and got it sanctioned from the Executive Engineer, Town Planning Department, Nashik Municipal Corporation vide Commencement Certificate No. LND/ BP/A-4/116/2019 dtd. 05/07/2019. The Grantor Owners & Promoters have revised the building plan from time to time and obtained Revised Building Permission from time to time from the Executive Engineer, Town Planning Department, Nashik Municipal Corporation, Nashik as under :-

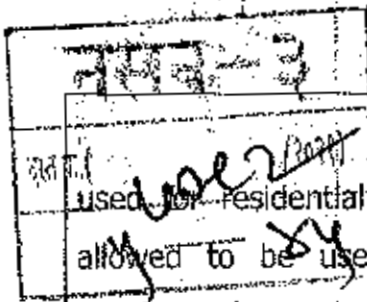
- a) No. LND/BP/A-4/RBP/193/2020 dtd. 29/10/2020.
- b) No. LND/BP/A-4/RBP/38/2021 dtd. 19/04/2021.

AND WHEREAS the Grantor Owners & Promoters have completed construction of the said buildings on the said plot in all respect and hence Nashik Municipal Corporation, Nashik issued Building Completion Certificate vide Letter bearing No. Outward No./Nanivi/Nashik East/26942/2021 dtd. 05/07/2021.

AND WHEREAS the Grantor Owners & Promoters have registered the Project under the Provisions of the Act with the Real Estate Regulatory Authority at Mumbai bearing No. P51600022190 dtd, 18/05/2020.

FORTH -

That the aforesaid building have a total built up area admeasuring 928.736 sq. mtrs. out of which an area admeasuring 752.736 sq. mtrs. is allowed to be



used for residential purpose & an area admeasuring 176.00 sq. mtrs. is allowed to be used for commercial purpose. The Carpet area of the constructed premises out of the said building at the time of issuing of Completion Certificate is 856.87 sq. mtrs. out of which Carpet area admeasuring 774.56 sq. mtrs. is allowed to be used for residential purpose & area admeasuring 82.31 sq. mtrs. is allowed to be used for commercial purpose. The said area is covered as per the sanctioned building plans in Basement Parking + Ground + 3 Upper Floors of the said building. The said building is having 3 Shops & 3 Offices totaling 6 commercial units & 2 Residential Units on Ground Floor, 3 Residential units on First Floor, 4 Residential units on each floor from 2nd & 3rd Floor totaling 13 residential flats units. The said building is having 1 electrical lift. That the construction of the said units out of the said building is complete & ready for use and occupation.

AND WHEREAS the Grantor Owners & Promoters have decided to submit the said property along with the said building on the said property under the scheme of apartment U/s. 2 & 11 of the Maharashtra Apartment Ownership Act 1970 and under Rule 3 of the Maharashtra Apartment Rules 1972 hereinafter referred to and known as "**PADMA VISHWA DREAM SQUARE APARTMENT**".

RESIDENTIAL APARTMENT:- As mentioned hereinabove, the building constructed on Revenue Survey No. 39A/5/1/Plot/15 corresponding to CTS No. 1546 consists of 6 Commercial Units & 13 Residential Units. The measurements of the Shops, Offices & Flats/ Residential Apartment Units shall be calculated on the basis of Carpet area.

The Details of the premises in the said building together with area, name of Owners etc. is described hereunder :-

Floor	Unit Type & No.	Flat/Shop/Office Area	Store Area	Balcony Area	Total Area Carpet sq. mtrs.
1	2	3	4	5	(3+4+5)
Ground	Shop No.1 + Store No.1A	16.74	9.99	-	26.73
Ground	Shop No.2 + Store No.2A	12.21	9.22	-	21.43
Ground	Shop No.3 + Store No.3A	18.32	15.83	-	34.15

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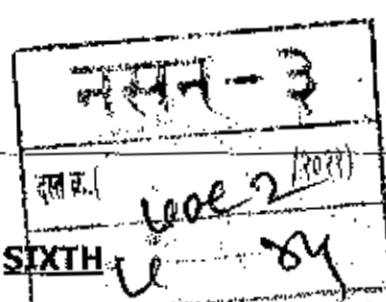


First	Office No.4 + Store No.4A	22.40	16.86	5.58	44.84
First	Office No.5 + Store No. 5A	9.46	5.41	2.95	17.82
First	Office No. 6 + Store No. 6A	18.52	8.94	6.82	34.28
Ground	Flat No. 101	75.25	-	-	75.25
Ground	Flat No. 102	36.00	-	-	36.00
First	Flat No. 201	38.77	-	6.15	44.92
First	Flat No. 202	60.68	-	7.56	68.24
First	Flat No. 203	36.05	-	7.57	43.62
Second	Flat No. 301	38.77	-	6.15	44.92
Second	Flat No. 302	58.98	-	7.56	66.54
Second	Flat No. 303	56.80	-	9.28	66.08
Second	Flat No. 304	71.96	-	10.92	82.88
Third	Flat No. 401	38.77	-	6.15	44.92
Third	Flat No. 402	58.98	-	7.56	66.54
Third	Flat No. 403	56.80	-	9.28	66.08
Third	Flat No. 404	71.96	-	10.92	82.88

FIFTH -

COMMON AREAS AND FACILITIES :-

- All that piece and parcel of land as described in Para first of this Deed.
- All the plumbing network and electric network throughout the building.
- The foundation, main wall, columns, girders, beams, roofs etc. of the building more particularly described in Exhibit "A" of this Deed.
- The staircase and passage on each floor of the said Building.
- Ground Water Tank with Municipal Water Tap connection of 1 Inch with separate meter.
- Overhead water tank along with electrical motor fittings.
- Drainage Line.
- Top common Terrace of the building except allotted terrace.
- Allotted Parking Space to all Flats Owners on ground floor & Basement.
- Electric Lift with battery backup.
- Bore well with Pump with Electric connection.
- Designer Entrance Lobby.



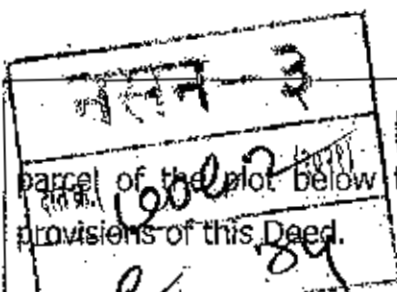
That the right, title and interest of each Owners of the unit in general common area and facilities as well as proportionate representation for voting purpose in the meeting of the Association of Apartment Owners of the **"PADMA VISHWA DREAM SQUARE APARTMENT"** Condominium is based on the proportionate value of each unit to the total value of all units as follows:

Unit Type & No.	% of Ownership & Voting Rights	Doc. Reg. No., Office No. & Date	Name of Owners/Allottees
Shop No.1 + Store No.1A	2.76	5500/2021 NSK-3 Dtd. 15/07/2021	Rohit Laxman Grover
Shop No.2 + Store No.2A	2.21	Unsold	Grantor Owners & Developers M/s. Jai Padmavati Builders Partnership Firm
Shop No.3 + Store No.3A	3.53	Unsold	Grantor Owners & Developers M/s. Jai Padmavati Builders Partnership Firm
Office No.4 + Store No.4A	4.63	Unsold	Grantor Owners & Developers M/s. Jai Padmavati Builders Partnership Firm
Office No.5 + Store No. 5A	1.84	Unsold	Grantor Owners & Developers M/s. Jai Padmavati Builders Partnership Firm
Office No. 6 + Store No. 6A	3.54	Unsold	Grantor Owners & Developers M/s. Jai Padmavati Builders Partnership Firm
Flat No. 101	7.77	Unsold	Grantor Owners & Developers M/s. Jai Padmavati Builders Partnership Firm
Flat No. 102	3.72	6202/2021 NSK-3 Dtd. 04/08/2021	1] Neha Sagar Ghuge 2] Sagar Balasaheb Ghuge
Flat No. 201	4.64	Unsold	Grantor Owners & Developers M/s. Jai Padmavati Builders Partnership Firm

Flat No. 202	7.05	5892/2021 NSK-3 Dtd. 27/07/2021	1] Apurva Rajendra Gulhane Alias Apurva Abhishek Gaikwad 2] Abhishek Sharad Gaikwad
Flat No. 203	4.51	4159/2021 NSK-3 Dtd. 02/06/2021	1] Salyadhama Dagur Kedar 2] Dagur Shivram Kedar
Flat No. 301	4.64	2809/2021 NSK-3 Dtd. 20/03/2021 & Correction Deed 6201/2021 NSK-3 Dtd. 04/08/2021	1] Usha Suhas Jadhav 2] Suhas Vitthal Jadhav
Flat No. 302	6.87	4642/2021 NSK-3 Dtd. 22/06/2021	1] Dyaneshwar Vasant Shelke 2] Sheetal Jivraj Ilag Alias Sheetal Dyaneshwar Shelke
Flat No. 303	6.83	4483/2021 NSK-3 Dtd. 15/06/2021	1] Anita Sharad Chavanke & 2] Sharad Kisan Chavanke
Flat No. 304	8.56	5894/2021 NSK-3 Dtd. 27/07/2021	Ganesh Rajesh Lad
Flat No. 401	4.64	5893/2021 NSK-3 Dtd. 27/07/2021	1] Ridhima Mayur Koshti 2] Mayur Raghunath Koshti
Flat No. 402	6.87	4158/2021 NSK-3 Dtd. 02/06/2021	1] Anita Ananda Bhavsar 2] Ananda Ramkrushna Bhavsar
Flat No. 403	6.83	Unsold	Grantor Owners & Developers M/s. Jai Padmavati Builders Partnership Firm
Flat No. 404	8.56	Unsold	Grantor Owners & Developers M/s. Jai Padmavati Builders Partnership Firm



SEVENTH - That the Administration of "PADMA VISHWA DREAM SQUARE APARTMENT" Condominium along with the building and all the piece and



parcel of the plot below the said Building shall be in accordance with the provisions of this Deed.

EIGHTH - That as appears above, a plan of Apartment Ownership is hereby constituted and subjected to the provisions of the Maharashtra Ownership of Apartment Act, 1970, so that each unit may be conveyed and Registered as individual property capable of individual and independent use along with the common areas and facilities.

NINETH - That for the purpose of stamp duty and Registration fees to be imposed on the registration of Deed of Apartment U/s. 13(5) of the Maharashtra Ownership of Apartment Act-1970, the value of "**Padma Vishwa Dream Square Apartment**" Condominium has been considered as per Agreements of Flats out of the said Building.

That for the purpose of Registration of this Deed of Declaration Stamp of Rs. 100/- is used.

The Building is described as "**Padma Vishwa Dream Square Apartment**".

TENTH - That the general and / or restricted common areas and facilities shall remain undivided and no owners shall bring any action for partition or division thereof. That no owners shall also be entitled to claim any right, title or interest in the common parking space of the building.

ELEVENTH - That the percentage of undivided interest in general and/ or restricted common areas and facilities established herein shall not be changed except with the unit even though such interest is not expressly mentioned in the conveyance.

TWELFTH - That each apartment owners shall comply with the provisions of this deed, bye-laws, decision and resolutions of the Association of Apartment owners and failure to comply with any such provisions, decision or resolution shall be grounds for an action to recover sums due for damages or for Injunctive relief.

THIRTEENTH - That no apartment owners of the unit in the said building may exempt himself/ herself /themselves from the liability for his/ her/ their contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of the unit.

FORTEENTH - That all persons i.e. present or future owners, tenants, or any other person that might use the facilities of the building in any manner, are

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subject to the provisions of this Deed and that the unit shall not be rented or given for any purpose other than the specified purpose.

FIFTEENTH -That if the property, subject to the plan of Apartment Ownership is totally or partly damaged or destroyed, then the repair, reconstruction or disposition of the property shall be carried out as per the provisions of Maharashtra Apartment Ownership Act 1970.

SIXTEENTH -That in a voluntary conveyance of a unit, the grantee alone shall be liable for all unpaid assessment, charges, balance amounts for common expenses etc.

SEVENTEENTH -That the insurance premium for any blanket insurance coverage shall be a common expenses to be paid by monthly assessment levied by the association of apartment owners on each apartment owners in proportion to the area possessed by him/her/them.

EIGHTEENTH -That so long as the Grantor Owner & Developer herein owns one or more of the units, the grant shall be subject to the provisions of this Deed and of the Exhibit attached hereto and the Grantor Owner & Developer covenants to take no action which will adversely affect the rights of the Association of Apartment Owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of the "Padma Vishwa Dream Square Apartment".

NINETEENTH -That the dedication of the property to the plans of Apartment Ownership herein shall not be revoked or the property removed from the plan of Apartment Ownership or any of the provisions herein unless all the Apartment Owners and the Mortgagors of all the Mortgages covering the units, unanimously agree to such revocation of amendment for removal of the property from the plan of Apartment by duly registered instrument.

TWENTYETH -All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any unit shall constitute charges on such unit prior to all other charges except only (1) charge, if any, on the unit for payment of Government, or Municipal Taxes or both and (2) all sums unpaid on a first mortgage of the Apartment.

TWENTY FIRST -That, where a unit is sold by a mortgagee in exercise of his power of sale under an English Mortgage or by a Court in execution of a decree in a suit brought by a mortgagee against the Owners of such unit, then neither the mortgagee nor the purchaser who derives title to the unit at such sale, or his successors or assigns shall be liable, for assessment by the association which became due prior to the acquisition of title by such acquirer, it being understood however, that the above shall not be construed to prevent

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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.

SCHEDULE - I

Description of the said property referred to above.

All that piece and parcel of non-agricultural land bearing **Revenue Survey No. 39A/5/1/Plot/15** admeasuring **617.83 sq.mtr.** assessed at N.A. assessment of Rs. 296.56 Ps., **Corresponding to CTS No. 1546** admeasuring **767.2 sq.mtrs.** together with T.D.R. F.S.I. admeasuring 410.00 sq. mtrs. out of D.R.C. No. 795B dtd. 25/01/2019 of Nashik Municipal Corporation, Nashik situate, lying and being at **Village Wadala**, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik and bounded as under:-

On or towards the	As per Revenue Record	As per CTS Record
East	: By Plot No. 13 & 14	By CTS No. 1544 & 1545
West	: By Adj. S. No. 39/A/6	By CTS No. 1547
South	: By 9.00 mtr. wide Road	By Adj. Colony Road
North	: By Canal	By Canal

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND THE YEAR FIRST MENTIONED HEREINABOVE:-

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED

Grantor Owners & Developers/Promoters

M/S Jay Padmawati Builders

Through Its Partner

Mr. Prasanna Vishwanath Kankarej

Prasanna Kankarej



In the presence of ...

1. *Shubham P. Kankarej*
Shubham P. Kankarej

2. *Sanket P. Kankarej*
Sanket P. Kankarej

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१२-०५

EXHIBIT "B"



BYE-LAWS OF "PADMA VISHWA DREAM SQUARE APARTMENT"

CONDOMINIUM

- 1) **SHORT TITLE :-** These bye-laws may be called the bye-laws of **"PADMA VISHWA DREAM SQUARE APARTMENT"** Condominium.
- 2) **APPLICATION :-** The provisions of these bye-laws apply to the **"PADMA VISHWA DREAM SQUARE APARTMENT"** Condominium.

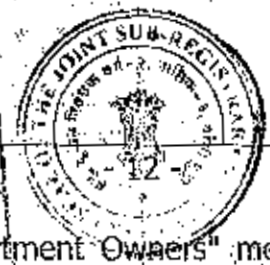
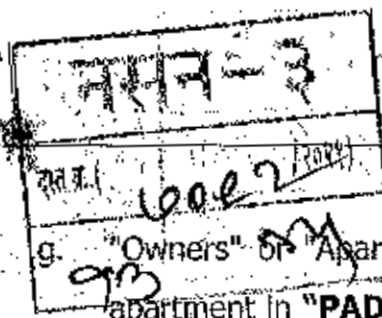
All the present and future Owners of tenements, or their employees or any other person that might use the facilities of the building in any manner, are subject to the regulations set forth in these bye-laws.

The Mere acquisition on rental or taking on license, lease of any of the units (hereinafter referred to as "units") of the building or mere act of occupancy of any of the said unit will signify these bye-laws are accepted, ratified and will be complied with.

3) **DEFINITION :-**

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 such Owners for the purpose of the **"PADMA VISHWA DREAM SQUARE APARTMENT"** Condominium.
- c. "Board" means a Board of Managers consisting of 19 persons all of whom shall be Owners of apartment in the **"PADMA VISHWA DREAM SQUARE APARTMENT"** Condominium.
- d. "Building" means the building located at village **Wadala**, Tal. & Dist. Nashik on all that piece & parcel of **Revenue Survey No. 39A/5/1/Plot/15** admeasuring **617.83 sq.mtr.** assessed at N.A. assessment of Rs. 296.56 Ps., **Corresponding to CTS No. 1546** admeasuring **767.2 sq.mtrs.** known as **"Padma Vishwa Dream Square 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 Section 2.
- f. "Majority of Owners" means those owners holding 51 percent of the votes in accordance with the percentage assigned in the Declaration.



g. "Owners" or "Apartment Owners" means those persons owning an apartment in **"PADMA VISHWA DREAM SQUARE APARTMENT"** Condominium.

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

i. "Unit" means a Flat Unit in **"PADMA VISHWA DREAM SQUARE APARTMENT"** Condominium.

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

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

3. The building located on all that piece & parcel of Non-Agricultural land bearing **Revenue Survey No. 39A/5/1/Plot/15** admeasuring **617.83 sq.mtr.** assessed at N.A. assessment of Rs. 296.56 Ps., Corresponding to **CTS No. 1546** admeasuring **767.2 sq.mtrs.**, situate, lying and being at **Village Wadala, Tal. & Dist. Nashik**, within the limits of Nashik Municipal Corporation, Nashik & known as **"PADMA VISHWA DREAM SQUARE APARTMENT"** Condominium is submitted to the provisions of the said Act.

4. OBJECTS OF THE ASSOCIATION :-

I. The objects of the Association shall be :-

- a. To be and to act as the Association of Apartment Owners of the building called as the **"PADMA VISHWA DREAM SQUARE APARTMENT"** Condominium (hereinafter called "the said building") who have filed their respective Declarations to submit their apartment to the provisions of the Act.
- b. To invest or deposit moneys.
- c. To provide for the maintenance, repair and 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/s of the common areas to outsider/s for commercial purpose and to distribute the common profits left, after deducting the common expenses among the apartment Owners as common profits or accumulate the same for building up reserve fund.
- e. To provide for and to do all or any of the matters provided in sub-section (2) of the Section 16 of the said Act.
- f. To pay, advance with the consent of the apartment Owners, any short term loans to any apartment Owners in case of any emergent

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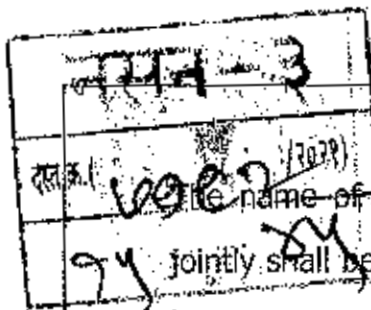


necessity and to provide for the repayment thereof in full or in installments.

- g. To establish and carry on all such activities on its own accounts or jointly with individuals or with institutions, educational, physical, social and re-creative activities, for the benefits of the apartment Owners.
 - h. To frame rules with the approval of the general meeting of the Association and after consulting the Competent Authority and may establish a Provident Fund and Gratuity Fund, if necessary, for the benefits of the employees of the Association.
 - i. To do all things necessary for and otherwise provide their welfare expedient for the attainment of the objects specified in these bye-laws.
- II) The Association shall not act beyond the scope of these objects without duly amending the provisions of these bye-laws for the purpose.

5. MEMBERS OF ASSOCIATION :-

- i. All persons who have purchased apartments in "**Padma Vishwa Dream Square Apartment**" Condominium and executed respective Declarations under section 5 submitting their apartment to provisions of the Act shall automatically become the members of the Association and shall pay the sum of one hundred rupees as entrance fee and shall purchase at least one share of the face value of Rs. 1000/-. Each apartment Owners shall receive a copy of the bye-laws on payment of Rs. 500/-.
- ii. Upon any apartment Owners 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 and shall be admitted as member on payment of the entrance fee of one hundred rupees. The shares held by an apartment Owners shall be transferred to the name of such purchaser or donee on payment of ten thousand rupees to the Association.
- iii. On the death of an apartment Owners, his/her/their apartment shall be transferred to the person or persons to whom he/she/ they bequeaths the same by his/her/their will or to the legal representatives, heirs of his/her estate, in case he/she has not made any specific bequest of the apartment.



The name of the legatees or the names of the legal representatives jointly shall be entered in the register of apartment Owners maintained by the Secretary for the purpose of administration of the "**Padma Vishwa Dream Square Apartment**" Condominium as apartment Owners or joint apartment Owners. Where by a legatee is a minor, the apartment Owners shall be entitled to appoint, a guardian of such minor.

6. **JOINT APARTMENT OWNERS:** - Where an apartment has been purchased by two or more persons they shall be entitled to the apartment jointly and the share of the Association shall be issued in their joint names but the person whose name stands first in the share certificates shall alone have the right to vote.
7. **HOLDING OF ONE SHARE COMPULSORY:** - Every apartment Owners must hold at least one share of the Association (joint apartment Owners holding the share jointly).
8. **DISQUALIFICATION:-** No apartment Owners shall be entitled to vote on the question of the election of members of the board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he/she is in arrears, of any sum due from him/her in respect of his/ her contributions for common expenses, for more than sixty days on the last day of the year preceding the year in which the elections to Board would take place.

CHAPTER - II

:: VOTING, QUORUM AND PROXIES::

9. **VOTING:-** Voting shall be on equal basis, i.e. one member will cast one vote.
10. **QUORUM:** - Except as otherwise provided in these bye-laws the presence in person of a majority of Owners shall constitute a quorum.
11. **VOTE TO BE CAST IN PERSON:** - Vote shall be cast in person.

CHAPTER - III

:: ADMINISTRATION::

12. **POWERS OF OWNERS AND DUTIES OF ASSOCIATION :-** The Association will have the responsibility of administering the "**PADMA VISHWA DREAM SQUARE APARTMENT**" Condominium approving the annual budget, establishing and collecting monthly assessment,