10:58 AM

16/11/2021

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 7
दस्त क्रमांक : 9568/2021
नोंदणी :
Regn:63m

गावाचे नाव : **पाथर्डी - 2**

(1)विलेखाचा प्रकार	घोषणापत्र
(2)मोबदला	0
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार 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: नाशिक महानगर पालिका हद्दीतील मौजे पाथर्डी 2 या गावचे शिवारातील सर्व्हे नंबर 315/2/अ/1/प्लॉट/59/60 पैकी एकूण क्षेत्र 1020.00 चौरस मीटर पैकी रस्ता रुंदीकरणाचे क्षेत्र 22.50 चौरस मीटर वगळून उर्वरीत क्षेत्र 997.50 चौरस मीटर पैकी मिटी सर्व्हे नंबर 6475 पैकी क्षेत्र 510.00 चौरस मीटर व मिटी सर्व्हे नंबर 6476 पैकी क्षेत्र 578.00 चौरस मीटर या मिळकतीवर बांधण्यात आलेल्या श्री गणेश लक्झरिया अपार्टमेंट या इमारतीचे एकूण 26 फ्लॅट मिळकतीचे घोषणापत्र((Survey Number : 315/2/अ/1/प्लॉट/59/60 ; C.T.S. Number : 6475 व 6476 ;))
(5) क्षेत्रफळ	1) 997.50 ची मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्री. जगदीश पंढरीनाथ पाटील (एच. यु. एफ.) वय:-61; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: प्लॉट नंबर 9 साक्षनी बंगलो, गुलमोहर कॉलनी, आनंद नगर, नाशिक रोड, नाशिक, महाराष्ट्र, पान्:ईक. पिन कोड:-422101 पॅन नं:-AAAHP6528E 2): नाव:-श्रीनिवास बिल्डवेल भागीदारी संस्था तर्फे भागीदार 1 श्री. हेमंत दामोदर देसाई वय:-; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: बी 16, साने गुरुजी नगर, बेल रोड, नाशिक रोड, नाशिक, महाराष्ट्र, पान्:ईक. पिन कोड:-422101 पॅन नं:-ADDFS8807K 3): नाव:-श्रीनिवास बिल्डवेल भागीदारी संस्था तर्फे भागीदार 2 श्री. समाधान कृष्णा शेळके वय:-; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: प्लॉट नंबर 2, कृष्णवन कॉलनी, भुजबळ फार्म रोड, सिडको, नाशिक, महाराष्ट्र, पान्:ईक. पिन कोड:-422009 पॅन नं:-ADDFS8807K
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करुन दिल्याचा दिनांक	20/10/2021
(10)दस्त नोंदणी केल्याचा दिनांक	16/11/2021
(11)अनुक्रमांक,खंड व पृष्ठ	9568/2021
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	

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

JOINT SUB-REGISTRAR CLASS OF THE सह दुय्यम निबंधक वर्ग-२, नाशिक-७

सूची क्र. II
नोंदणी नंतरची प्रथम प्रत
असल बरहुकुम नवकल

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SHREE GANESH LUXURIA APARTMENT

DEED OF DECLARATION

UNDER THE PROVISIONS OF THE MAHARASHTRA OWNERSHIP ACT - 1970

THIS DEED OF DECLARATION under the provisions of the Maharashtra Ownership Act, 1970 is made and executed on **20th** Day of the month of **October** in the Christian Year **2021** at Nashik.

BY

1) **Mr. Jagdish Pandharinath Patil HUF**
PAN: AAAHP8528E
Age: 61 Years, Occupation: Business,
Residing at: plot no.9, sayali bungalow, Gulmohar colony, anand nagar, Nashik road, Nashik 422101

2) **Shriniwas Buildwell** a Partnership Firm
PAN: ADDFS8807K
Having its office at: ASA 1 / 6, Ashwin Nagar, Pathardi Phata, Nashik 422009
Represented by its Partner & Authorized Signatory:

1) **Mr. Hemant Damodar Desai**
Age: 53 Years, Occupation: Business,
Residing at: B-16, sane guruji nagar, jail road, Nashik road, Nashik 422101

2) **Mr. Samadhan Krushna Godse**
Age: 49 Years, Occupation: Business,
Residing at: 2, SHREE GANESH LUXURIA colony, bhujbal farm road, Cidco, Nashik 422009.

Hereinafter referred to as **'THE LAND OWNERS AND PROMOTERS/ GRANTORS'** who are duly empowered and authorized to execute this Deed.

FIRST - All that piece and parcel of non-agricultural land, bearing **revenue survey no.315/2/A/1/plot/59/60** total area admeasuring 1020.00 square meters less area under road winding 22.50 square meters, **remaining area of the said plot 997.50 square meters** (CTS No.6475 admeasuring 510.00 square meters and CTS No.6476 admeasuring 578.00 square meters) situated within the limits of **village Pathardi - 2**, Taluka and District Nashik and within the limits of Nashik Municipal Corporation, which is bounded as shown below:

On or towards East : 7.50 meters colony road / proposed 9.00 meter road;
West : adj. Lay-out of survey no.315/1;
South : plot no.61 and 62;
North : plot no.58;

Hereinafter referred to as **"The Said Property"** together with **26 residential flats premises** standing thereon.

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3 — 82

SECOND – The Grantors are the owners and Developers of said property wherein the residential building existing.

The Grantor Mr. Jagdish Pandharinath Patil HUF herein purchased the said property from its previous owners Mr. Damodar Gulabrao Bilani and other 15 through their GPH Mr. Chandrashekhar Babulal Shah and consenting party Mr. Mahendra Dhanraj Jain as per Sale Deeds dated 29/12/2004. The said document is registered in the office of Sub-Registrar, Nashik 2 as on 30/12/2004 vide documents serial no.07326. Hence, it is recorded in village record of rights vide mutation entry no.9809;

Thereafter, as per the order of the Hon'ble Commissioner, Nashik Municipal Corporation, Nashik vide no.515 dated 27/07/2018 for widening of 6 meters and 7.50 meters wide roads into 9 meters roads and the letter of Nashik Municipal Corporation Nashik vide no.outward no.nanvi / vashi / 1501 / 2018 dated 26/11/2018, the area admeasuring 22.50 square meters out of total area of the said property handed over by the owners of the said property to the Nashik Municipal Corporation Nashik by executing road conveyance agreement. In respect of the same mutation entry no.26398 made and certified;

Thereafter, by and under a Sale Deed dated 27/12/2018 executed by Mr. Jagdish Pandharinath Patil HUF said, conveyed and transferred in favour of the Shriniwas Buildwell a partnership firm through its partner Mr. Hemant Damodar Desai and Mr. Samadhan Krushna Godse, all their right, title, interest, claim and benefit in respect of the 498.75 square meters i.e. half share of the said property for the consideration and upon such terms and conditions as therein mentioned. The said Sale Deed has been registered with the Sub-Registrar of Assurances at Nashik 1 under serial no.10059 on dated 28/12/2018. In respect of the same mutation entry no.26543 made and certified;

The tenure of the said property is changed to non-agriculture use under the order of the Collector, Nashik vide Order no.Mah / Kaksha – 3 / Bin. She. Pra. Kra. / 162 / 92 dated 07th July 1992;

The final layout is approved by the Assistant Director Town Planning Nashik Municipal Corporation Nashik by its letter bearing outward no. / Nagarrachana Vibhag / Final / 130 / 2402 dated 24th August 1995;

The Grantors have purchased TDR admeasuring 343.00 square meters from and out of survey no.234/1 TDR Certificate No.746 from Mr. Samadhan Krushna Godse. The Sale Deed of TDR is registered at the office of Sub-Registrar Nashik 5 at serial no.497 dated 19th January 2019. The said TDR is being used in the development of the said property;

The Grantors has engaged Architectural consultant and Engineer Mr. Vijaykumar Kisan Sanap for the said project. The Grantors have got prepared and approved the building plans for residential purpose and has obtained the necessary Commencement Certificate no.LND / BP / 85 / 224 / 6787 dated 17th October 2017, which is revised on dated 18th July 2019 vide no.LND / BP / PATHARDI / OCR / 1312 /

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8 — 82

2019 and the said plan also revised on dated 17th June 2021 vide no.LND / BP / CD / 78 from the office of Nashik Municipal Corporation;

The Grantors have registered the Project as a 'real estate project' with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") and the Regulations. The Authority has duly issued Certificate of **Registration no.P51600022205** dated 05th September 2019;

The Grantors have completed the construction of the building in all aspects and therefore Nashik Municipal Corporation Nashik has given Online Completion Certificate / Occupancy Certificate bearing approval no.NMC/P5/2021/AM/00018 dated 27/09/2021;

THIRD – That the said building is already constructed as per building plan attached hereto at **EXHIBIT 'A'** and is having **parking** on the Ground floor and **26 Residential units** on the First to Seven upper floors in the said building.

All the units are capable of individual utilization on account of having their own access to the common areas and facilities of the building. Each owner shall obtain a particular exclusive property thereof and each such apartment consisting heritable and transferable immovable property within the meaning of the common law for the time being in force in the State and also undivided interest in common areas and facilities of the building as listed herein below in this deed necessary for their adequate use enjoyment and hereinafter referred to as common areas and facilities all of the above in accordance with the **MAHARASHTRA APARTMENTS OWNERSHIP ACT 1970.**

FOURTH – That the total area of residential premises is 1782.83 square meters built-up has been sanctioned vide Online Completion Certificate / Occupancy Certificate dated 27/09/2021.

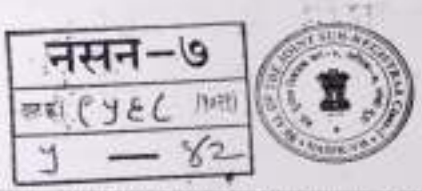
FIFTH –

1. THAT this Condominium shall be known as **"SHREE GANESH LUXURIA APARTMENT CONDOMINIUM"** situated at Prashant Nagar, Pathardi Phata, Nashik and that the apartment units and common areas and facilities of the buildings will be as under –

SHREE GANESH LUXURIA APARTMENT RESIDENTIAL PREMISES:

- On the first floor, there are four residential premises bearing no.101, 102,103 and 104.
- On the second floor, there are four residential premises bearing no.201, 202, 203, and 204.
- On the third floor, there are four residential premises bearing no.301, 302, 303, and 304.

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- On the fourth floor, there are four residential premises bearing no.401, 402, 403, and 404.
- On the fifth floor, there are four residential premises bearing no.501, 502, 503, and 504.
- On the sixth floor, there are four residential premises bearing no.601, 602, 603, and 604.
- On the seventh floor, there are two residential premises bearing no.701 and 702.

SHREE GANESH LUXURIA APARTMENT
RESIDENTIAL PREMISES DESCRIBED BELOW FULLY –

UNIT NO.1 – Apartment/Flat no.**101** situated on the **first** floor having carpet area admeasuring **59.03** square meters and usable balcony area admeasuring **11.31** square meters and bounded as follows –

On or towards
East : staircase, lobby and flat no.104;
West : building marginal space;
South : building marginal space;
North : flat no.102;

UNIT NO.2 – Apartment/Flat no.**102** situated on the **first** floor having carpet area admeasuring **59.03** square meters and usable balcony area admeasuring **13.81** square meters and bounded as follows –

On or towards
East : lobby, lift and flat no.103;
West : building marginal space;
South : flat no.101;
North : building marginal space;

UNIT NO.3 – Apartment/Flat no.**103** situated on the **first** floor having carpet area admeasuring **58.85** square meters and usable balcony area admeasuring **13.81** square meters and bounded as follows –

On or towards
East : building marginal space;
West : lobby, lift and flat no.102;
South : flat no.104;
North : building marginal space;

UNIT NO.4 – Apartment/Flat no.**104** situated on the **first** floor having carpet area admeasuring **58.85** square meters and usable balcony area admeasuring **11.31** square meters and bounded as follows –

On or towards
East : building marginal space;
West : lobby, staircase and flat no.101;
South : building marginal space;
North : flat no.103;

UNIT NO.5 – Apartment/Flat no.**201** situated on the **second** floor having carpet area admeasuring **59.03** square meters and usable balcony area admeasuring **11.31** square meters and bounded as follows –



On or towards
East : staircase, lobby and flat no.204;
West : building marginal space;
South : building marginal space;
North : flat no.202;

UNIT NO.6 – Apartment/Flat no.**202** situated on the **second** floor having carpet area admeasuring **59.03** square meters and usable balcony area admeasuring **13.81** square meters and bounded as follows –

On or towards
East : lobby, lift and flat no.203;
West : building marginal space;
South : flat no.201;
North : building marginal space;

UNIT NO.7 – Apartment/Flat no.**203** situated on the **second** floor having carpet area admeasuring **58.85** square meters and usable balcony area admeasuring **13.81** square meters and bounded as follows –

On or towards
East : building marginal space;
West : lobby, lift and flat no.202;
South : flat no.204;
North : building marginal space;

UNIT NO.8 – Apartment/Flat no.**204** situated on the **second** floor having carpet area admeasuring **58.85** square meters and usable balcony area admeasuring **11.31** square meters and bounded as follows –

On or towards
East : building marginal space;
West : lobby, staircase and flat no.201;
South : building marginal space;
North : flat no.203;

UNIT NO.9 – Apartment/Flat no.**301** situated on the **third** floor having carpet area admeasuring **59.03** square meters and usable balcony area admeasuring **11.31** square meters and bounded as follows –

On or towards
East : staircase, lobby and flat no.304;
West : building marginal space;
South : building marginal space;
North : flat no.302;

UNIT NO.10 – Apartment/Flat no.**302** situated on the **third** floor having carpet area admeasuring **59.03** square meters and usable balcony area admeasuring **13.81** square meters and bounded as follows –

On or towards
East : lobby, lift and flat no.303;
West : building marginal space;
South : flat no.301;
North : building marginal space;

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७ — ४२

UNIT NO.11 - Apartment/Flat no.**303** situated on the **third** floor having carpet area admeasuring **58.85** square meters and usable balcony area admeasuring **13.81** square meters and bounded as follows -

On or towards
- East : building marginal space;
- West : lobby, lift and flat no.302;
- South : flat no.304;
- North : building marginal space;

UNIT NO.12 - Apartment/Flat no.**304** situated on the **third** floor having carpet area admeasuring **58.85** square meters and usable balcony area admeasuring **11.31** square meters and bounded as follows -

On or towards
- East : building marginal space;
- West : lobby, staircase and flat no.301;
- South : building marginal space;
- North : flat no.303;

UNIT NO.13 - Apartment/Flat no.**401** situated on the **fourth** floor having carpet area admeasuring **59.03** square meters and usable balcony area admeasuring **11.31** square meters and bounded as follows -

On or towards
- East : staircase, lobby and flat no.404;
- West : building marginal space;
- South : building marginal space;
- North : flat no.402;

UNIT NO.14 - Apartment/Flat no.**402** situated on the **fourth** floor having carpet area admeasuring **59.03** square meters and usable balcony area admeasuring **13.81** square meters and bounded as follows -

On or towards
- East : lobby, lift and flat no.403;
- West : building marginal space;
- South : flat no.401;
- North : building marginal space;

UNIT NO.15 - Apartment/Flat no.**403** situated on the **fourth** floor having carpet area admeasuring **58.85** square meters and usable balcony area admeasuring **13.81** square meters and bounded as follows -

On or towards
- East : building marginal space;
- West : lobby, lift and flat no.402;
- South : flat no.404;
- North : building marginal space;

UNIT NO.16 - Apartment/Flat no.**404** situated on the **fourth** floor having carpet area admeasuring **58.85** square meters and usable balcony area admeasuring **11.31** square meters and bounded as follows -

On or towards
- East : building marginal space;
- West : lobby, staircase and flat no.401;
- South : building marginal space;
- North : flat no.403;

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८ — ४२

UNIT NO.17 - Apartment/Flat no.**501** situated on the **fifth** floor having carpet area admeasuring **59.03** square meters and usable balcony area admeasuring **11.31** square meters and bounded as follows -

On or towards
- East : staircase, lobby and flat no.504;
- West : building marginal space;
- South : building marginal space;
- North : flat no.502;

UNIT NO.18 - Apartment/Flat no.**502** situated on the **fifth** floor having carpet area admeasuring **59.03** square meters and usable balcony area admeasuring **13.81** square meters and bounded as follows -

On or towards
- East : lobby, lift and flat no.503;
- West : building marginal space;
- South : flat no.501;
- North : building marginal space;

UNIT NO.19 - Apartment/Flat no.**503** situated on the **fifth** floor having carpet area admeasuring **58.85** square meters and usable balcony area admeasuring **13.81** square meters and bounded as follows -

On or towards
- East : building marginal space;
- West : lobby, lift and flat no.502;
- South : flat no.504;
- North : building marginal space;

UNIT NO.20 - Apartment/Flat no.**504** situated on the **fifth** floor having carpet area admeasuring **58.85** square meters and usable balcony area admeasuring **11.31** square meters and bounded as follows -

On or towards
- East : building marginal space;
- West : lobby, staircase and flat no.501;
- South : building marginal space;
- North : flat no.503;

UNIT NO.21 - Apartment/Flat no.**601** situated on the **sixth** floor having carpet area admeasuring **59.03** square meters and usable balcony area admeasuring **11.31** square meters and bounded as follows -

On or towards
- East : staircase, lobby and flat no.604;
- West : building marginal space;
- South : building marginal space;
- North : flat no.602;

UNIT NO.22 - Apartment/Flat no.**602** situated on the **sixth** floor having carpet area admeasuring **59.03** square meters and usable balcony area admeasuring **13.81** square meters and bounded as follows -

On or towards
- East : lobby, lift and flat no.603;
- West : building marginal space;
- South : flat no.601;
- North : building marginal space;

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सह.दु.ए.ई.एल (१९९१)
९ — ४२

UNIT NO.23 – Apartment/Flat no.**603** situated on the **sixth** floor having carpet area admeasuring **58.85** square meters and usable balcony area admeasuring **13.81** square meters and bounded as follows –

On or towards East : building marginal space;
West : lobby, lift and flat no.602;
South : flat no.604;
North : building marginal space;

UNIT NO.24 – Apartment/Flat no.**604** situated on the **sixth** floor having carpet area admeasuring **58.85** square meters and usable balcony area admeasuring **11.31** square meters and bounded as follows –

On or towards East : building marginal space;
West : lobby, staircase and flat no.601;
South : building marginal space;
North : flat no.603;

UNIT NO.25 – Apartment/Flat no.**701** situated on the **seventh** floor having carpet area admeasuring **79.90** square meters, usable balcony area admeasuring **18.56** square meters, adjacent open terrace admeasuring **39.32** square meters and bounded as follows –

On or towards East : open terrace of the said flat, lift, lobby, staircase and flat no.702;
West : building marginal space;
South : open terrace of the said flat and building marginal space;
North : building marginal space;

UNIT NO.26 – Apartment/Flat no.**702** situated on the **seventh** floor having carpet area admeasuring **79.90** square meters, usable balcony area admeasuring **18.56** square meters, adjacent open terrace admeasuring **39.32** square meters and bounded as follows –

On or towards East : building marginal space;
West : open terrace of the said flat, lift, lobby, staircase and flat no.701;
South : open terrace of the said flat and building marginal space;
North : building marginal space;

Each unit holder has independent entrance and exit to their unit and also exit to common area and facility of the buildings. All Apartments are already sold to the purchaser/s, the necessary Agreements are executed in favour of the purchaser/s. Each purchaser will get the rights with respect to the proportionate share in the land and also the rights mentioned in this Deed. The unit holders will also get undivided interest in the general and restricted common areas and facilities in the common areas listed in this Deed for their enjoyment and herein as referred to 'General and Restricted areas and facilities, all of the above in accordance with Maharashtra Apartment Ownership Act, 1970;

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सह.दु.ए.ई.एल (१९९१)
९० — ४२

That each of the unit holder in the building has voting right and land ownership in the percentage as specifically shown in a separate sheet annexed to this Deed at as **'Annexure-1'**.

2. COMMON AREAS AND FACILITIES –

The common areas in the building are as shown below:

i. The parcel of land described in paragraph first of this deed.
ii. Parking facilities as shown in Exhibit A attached hereto.
iii. A lobby and facilities as shown in Exhibit A attached hereto.
iv. The lift facility expanding from the ground floor unto the seventh floor.
v. The area occupied by stairway, which leads from the ground floor upto the roof of the building.
vi. Water tank located on the roof of the building and water tank located in the ground floor of the building.
vii. Plumbing Network throughout the building.
viii. Electric wiring Net-work throughout the building.
ix. Necessary light and public water connections.
x. The foundation and main walls, columns and beams of the buildings as described on the plan annexed hereto.
xi. Bore well, tanks, pumps, motor, drainage systems as provided and in general all apparatus and installation existing for common use.

3. COMMON EXPENSES TO BE PAID BY THE OCCUPANTS IN THE SHREE GANESH LUXURIA APARTMENT CONDOMINIUM –

a. The expenses of maintaining, repairing, redecoration, etc. of the main structure and in particular the roof, gutters and rain water pipes of the building, water pipes, if any, and electric wires in under and upon the building and enjoyed or used by the occupiers in common and main entrance, passages, landings and staircases.
b. The cost of cleaning and lighting the passages, landings, staircase and other parts of the building or enjoyed or used by the occupiers in common as aforesaid.
c. The costs of maintenance of exterior portion of the building.
d. The costs of salaries of clerks, bill collectors, chowkidars, sweepers, etc. if any, appointed by Association to manage and look after the building.
e. The cost of maintenance of other lights, common water connection and services, water pump set and its maintenance, Lift maintenance (AMC) and its battery backup maintenance etc.
f. Insurance of the building.
g. N. A. Tax and vacant land tax for NMC and other taxes from time to time decided by the authority.
h. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

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4. **RESTRICTED COMMON AREAS AND FACILITIES -**

i. Partition walls common between such two apartments shall be restricted and be common between the same two units only.

ii. Parking areas/spaces allotted to unit holders shall be for their exclusive use.

iii. The septic tanks.

SIXTH -

a. That the right, title and interest of each owner in the general common area and facilities listed under **Sub-Para 2 of FIFTH** and their proportionate share in the profits and common expenses in the said general common areas and facilities, as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of the **Shree Ganesh Luxuria Apartment** Condominium is based on the proportionate value of such unit to the total value of all units as shown in a separate sheet annexed hereto as **Annexure 'I'.**

b. That the proportionate representation for voting purpose provided in (a) hereof may be limited in accordance with the provisions of the bye-laws annexed hereto at **Exhibit 'B'.**

c. Apartment/Apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment (each apartment) are not encumbered in any manner whatsoever on the date of this Declaration.

SEVENTH -

That the Administration of the **Shree Ganesh Luxuria Apartment** Condominium consisting as aforesaid of the building and parcel of land described in paragraphs First and Fifth of this Deed shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws which are made as part of this Deed and are annexed hereto as **'Exhibit 'B'**.

EIGHTH -

That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 so that the family units of the upper floors 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 facilty of the building, each family unit owner having an exclusive and particular right, title and interest over his respective family unit and and/or restricted common areas and facilities.

NINTH -

That for the purposes of stamp duty and registration fees to be imposed in the registration of this Deed in the Register of Declaration and Deeds of Apartment under section 13(5) of the value of the **Shree Ganesh Luxuria Apartment Condominium** is distributed as follows -

a) Land described in paragraph first hereof is valued at Rupees 12,700/- per square meters.

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92 — 82

b) The residential premises described in fifth paragraphs hereof valued at Rupees 30,700/- per square meters.

TENTH -

That so long as the Grantors owns one or more of the family units, the Grantor shall be subject to the provisions of this Deed and of the Exhibits 'B' annexed hereto, and the Grantor 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 **Shree Ganesh Luxuria Apartment Condominium.**

ELEVENTH -

That the common and /or restricted common areas as shown in the site plan and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

TWELFTH -

That the percentage of the 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 amendment to this Deed duly registered.

THIRTEENTH -

That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed to have been conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

FOURTEENTH -

That each apartment owner shall comply with the provisions of this Deed, the bye-laws, decisions and resolutions of the Association of Apartment Owners of its representative, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, or for injunction relief.

FIFTEENTH -

That the dedication of the property to the plan of Apartment 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 the mortgagee 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 instrument.

SIXTEENTH -

That no apartment owners of the apartment unit may exempt himself / herself / themselves from the liability for his / her / their contribution towards the common

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दस्त RYEL (७११)
९५ — ८२

2) **Shriniwas Buildwell** a partnership firm
Represented by its Partner & Authorized Signatory



1) **Mr. Hemant Damodar Desai**



2) **Mr. Samadhan Krushna Godse**

In presence of:

1) Signature
Hitesh S. Gudse

2) Signature
Yogesh R. Chavan

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दस्त RYEL (७११)
९६ — ८२

ANNEXURE - I

SHREE GANESH LUXURIA APARTMENT : RESIDENTIAL PREMISES

Flat no.	Floor	Name of the Owners	Agreement Sr. No. & Date	Percentage of Ownership & Voting Rights
1	First	Mr. Kiran Ramesh Bombale and Pallavi Shivaji Ekbande alias Mrs. Pallavi Kiran Bombale	Serial no.6032 dated 23/07/2021 NSK 7	3.53
2	First	Mr. Bharat Hiralal Kadam and Mrs. Rajashri Bharat Kadam	Serial no.1799 dated 22/02/2021 NSK 7	3.65
3	First	Mrs. Neha Umesh Bhuteria	Serial no.794 dated 25/01/2021 NSK 7	3.64
4	First	Mr. Purushottam Bahulal Shevale and Mrs. Ujwala Purushottam Shevale	Serial no.3541 dated 06/04/2021 NSK 7	3.52
5	Second	Mr. Kiran Bhaskar Bhor and Mrs. Suvarna Kiran Bhor	Serial no.3376 Dated 04/09/2020 NSK 7	3.53
6	Second	Mr. Madhukar Vasudeo Pawar and Mrs. Sushma Madhukar Pawar	Serial no.5317 dated 19/11/2020 NSK 7	3.65
7	Second	Mr. Tushar Tukaram Bachhav	Serial no.23 dated 04/01/2021 NSK 7	3.64
8	Second	Mr. Vijaykumar Sriraman Borire and Jyoti Vilas Sadgir alias Mrs. Jyoti Vijaykumar Borire	Serial no.1585 dated 15/02/2021 NSK 7	3.52
9	Third	Mrs. Asha Sanjay Gaikwad and Mr. Sanjay Shivaji Gaikwad	Serial no.6064 dated 14/12/2020 NSK 7	3.53
10	Third	Mr. Kamakrishna Babu Zarekar and Mrs. Poonam Kamkrishna Zarekar	Serial no.3450 dated 09/09/2020 NSK 7	3.65
11	Third	Mr. Sanjay Suresh Shirsath and Mrs. Kaveri Sanjay Shirsath	Serial no.5533 dated 27/11/2020 NSK 7	3.64
12	Third	Mr. Ravindra Dattu Gholap and Mrs. Aashlesha Ravindra Gholap	Serial no.5086 dated 24/06/2021 NSK 7	3.52
13	Fourth	Mr. Yogesh Suresh Narak and Mrs. Bhumika Yogesh Narak	Serial no.6214 dated 17/12/2020 NSK 7	3.53
14	Fourth	Mr. Sonyabapu Ashok Mane and Mrs. Chaitali Sonyabapu Mane	Serial no.3451 dated 09/09/2020 NSK 7	3.65
15	Fourth	Mr. Ganesh Sadashiv Dalvi and Mrs. Yogita Ganesh Dalvi	Serial no.5525 dated 27/11/2020 NSK 7	3.64

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SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 • NASIK-VII •

16	Fourth	Mr. Sandeep Nivrutti Nathe and Mrs. Ashwini Sandeep Nathe	Serial no.4994 dated 22/06/2021 NSK 7	3.52
17	Fifth	Mr. Gaurav Manohar Chaudhari and Mrs. Surekha Manohar Chaudhari	Serial no.6215 dated 17/12/2020 NSK 7	3.53
18	Fifth	Mr. Ramrao Tulshiram Lanjewar	Serial no.4552 dated 23/10/2020 NSK 7	3.65
19	Fifth	Mr. Rahul Arvind Ingale and Mrs. Ratna Arvind Ingale	Serial no.4716 dated 28/10/2020 NSK 7	3.64
20	Fifth	Mr. Akshay Arvind Shelke	Serial no.6538 dated 24/12/2020 NSK 7	3.52
21	Sixth	Mr. Shushant Shashikant Shelatkar and Mrs. Archana Sushant Shelatkar	Serial no.6063 dated 14/12/2020 NSK 7	3.53
22	Sixth	Mrs. Kalawati Shashikant Hire and Mr. Rajesh Shashikant Hire	Serial no.4553 dated 23/10/2020 NSK 7	3.65
23	Sixth	Mr. Chandrakant Laxman Kumbhar and Mrs. Sangita Chandrakant Kumbhar	Serial no.24 dated 04/01/2021 NSK 7	3.64
24	Sixth	Mr. Sumeet Ravindra Warude and Mrs. Pramila Ravindra Warude	Serial no.1802 dated 22/02/2021 NSK 7	3.52
25	Seventh	Mr. Abhijeet Sudhakar Tambe	Serial no.5817 dated 15/07/2021 NSK 7	6.98
26	Seventh	Mr. Sunil Pandurang Pawar	Serial no.5134 dated 25/06/2021 NSK 7	6.98
TOTAL				**100**

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