



CHALLAN
MTR Form Number-4



QMR: 00000000-00000000		BARCODE: 00000000000000000000		Date: 10/01/2021 10:19:40	Page ID: 25.1
Department: Assistant General Of Registration				Page Details	
Stamps Only				TAX ID / PAN (If Any)	
Type of Payment: Registration Fee				PAN (If Applicable)	
Office Name: RSKZ, HALHEE T. JOINT SUB REGISTRATION				Full Name	PADMA SUDODON PANTHONGHURHSE
Location: HALHEE					
Year: 2020-2021 One Time				Plot/Block No.	3 RD 250/14/56A PLOT NO 2019
Account Head Details		Amount in Rs.	Property/Building	PADMAJA AVENUE APT	
000004021 Stamp Only		500.00	Residential		
000000001 Registration Fee		100.00	Area/Locality	KUMATRADE	
			Town/City/District		
			RSR	4 2 2 8 0 8	
नसत-७ २-३६०४ १२/०१ ७-६२				Remarks (If Any)	
				Signed/Parti Name: PADMA SUDODON PANTHONGHURHSE	
				Amount in	(in Hundred Rupees Only)
Total				Words:	
Payment Details: UNION BANK OF INDIA				FOR USE IN RECEIVING BANK	
Charges-RO Details				Bank Code	Rel. No.
Charged By				Bank Code	Rel. No.
Checked By				Bank Code	Rel. No.
Name of S. Off.				Bank Code	Rel. No.
Name of Branch				Bank Code	Rel. No.

Disclaimer: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 NOTE: यह चालान केवल पंजीकृत दस्तावेजों के लिए ही मान्य है। अनपंजीकृत दस्तावेजों के लिए यह चालान मान्य नहीं है।

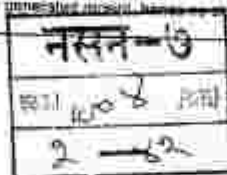
(Signature)
Shwari

**DECLARATION OF APARTMENT
OF
"PADMAJA AVENUE APARTMENT"**

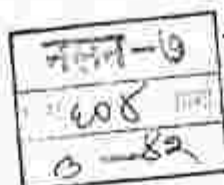
Page 2 of 2 10-01-2021 12:22:02

THIS DECLARATION OF APARTMENT is made and executed on this 10th day
of January in the Christian Year Two Thousand Twenty One A. D. at Noida, ...

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PNR: 181022100182	Date: 18/01/2021
Received from SELF, Mobile number 9900634501, an amount of Rs. 250/-, towards Document Handling Charges for the Document to be registered (SARITA) in the Sub Registrar office Joint N.R. Nashik 7 of the District Nashik.	
Payment Details	
Bank Name: SBI	Date: 18/01/2021
Bank Ctr: 0000411022011300081	REF No: 101001038018
This is computer generated receipt, hence no signature is required.	



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PNR: 2311021017187	Date: 23/11/2020
Received from self, Mobile number: 9990099999, an amount of Rs. 600/-, towards Document Handling Charges for the Document to be registered (SARITA) in the Sub Registrar office Joint S.R. Nashik 4 of the District Nashik.	
Payment Details	
Bank Name: SBI	Date: 23/11/2020
Bank Ctr: 0000411022011300081	REF No: 63A10021VQ2



By :-

PADMA BUILDCON PARTNERSHIP FIRM

Having its office at - B-104, Sharda Niketan, Govind Nagar,

Near Sakyam Sweets, Nashik - 422009

PAN NO. AAQFP6683A

Through its Partners -

1) **MR. RAMESH CHOTULAL SINKAR**

Age : 59 yrs., Occ. : Business,

2) **MRS. SWATI CHANDRASHI KHAR WANI**

Age : 42 yrs., Occ. : Business.

Hereinafter referred to as "The Grantor Owners/Permitters" (Which expression shall unless repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrators, other partners, assigns etc.)

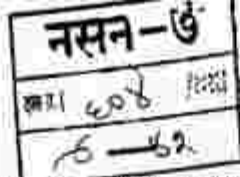
As the Grantor owners of the property more particularly described in the Schedule written hereunder herein and hereinafter referred to as the "Grantors" who are fully empowered to execute this Deed.

DECLARATION OF APARTMENT OF "PADMAJA AVENUE APARTMENT" U/s. 2 & 11 OF MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970.

1. WHEREAS, the property mentioned in Schedule herein below bearing Plot No.- 26/28, and area measuring 557.72 Sq. mtrs. out of it an area 534.86 Sq. mtrs. is in possession of plot owners & an area 22.86 Sq.mtrs. is surrender to Nashik Municipal Corporation for road widening from & out of S.No.-25/23/4/5/6A, situated at Kamathwade, Tal. & Dist. Nashik, more particularly described in the Schedule written hereunder and hereinafter referred to as "The Said Property" is owned by Grantor owners. Whereas the property mentioned in Schedule.

2. AND WHEREAS, the said plot properties are owned & possessed by Grantors & said Plot No.-26 & 28, from & out of S.No.- 25/23/4/5/6A, situated at Kamathwade is purchased by grantors from previous owner Mr. Sudhir Tannahmal Padi and others & by Regd. Sale-Deed on 31/10/2018. The said Sale-Deed is duly registered at the Office of Joint Sub-Registrar, Class-II, Nashik-3 at Sr.No.-7522/2018 on same date Also the name of said grantors, Padma Buildcon through its partners were entered into Owner's Column of J/R by M. E. No.-13689. The Grantor is partnership firm in the name & style as Padma Buildcon and it is having total 2 partners i.e. 1) Mr. Ramesh Chotulal Sinkar, 2) Mrs. Swati Chandrashekhar Wani.

3. AND WHEREAS, the layout with respect to the said land had been approved by Asst. Director of Town Planning, Nashik Municipal Corporation, Nashik vide its Letter No.-RP/KAMATWADA/1925, dt.26/06/1981. The Non-Agricultural Permission was also issued by Collector of Nashik vide its Order No.- RDD/H/LNA/SR/080/81, dt. 18/09/1981.



AND WHEREAS, the Grantors are purchased TDR area 148.17 Sq.mtrs. in Certificate No.-814 from Mr. Shankarrao Kashinath Thakur & other by way of TDR Sale-Deed on 18/03/2019. The said document is duly registered at the Office of Joint Sub-Registrar, Class-II, Nashik-7 at Sr.No.- 1297/2019 on same date. By virtue of said Regd. TDR Sale-Deed, they have acquired the T.D.R. rights for the abovesaid areas as mentioned hereinabove.

AND WHEREAS, the Grantors are paid FSI Premium charges of Rs.4,65,300/- on 23/08/2019 in respect of Premium FSI area 160.43 Sq.mtrs. The Grantors have used the said Premium FSI area for construction of said building.

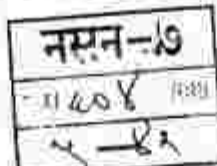
4. AND WHEREAS, the grantors are taken amalgamation permission for the said plot of land & as per Letter No.- Ja.Kra/Kamatwade/abhinav/bhukandh/ekatrikaran/snahar/minpa/LND/AMI/Kamatwade/DCR/0085/2019, dt. 16/03/2019 issued by Nashik Municipal Corporation, Nashik, the said plots are amalgamated as Plot No.-26/28 & M.E.No.- 13899 is entered into the records accordingly.

5. AND WHEREAS, the Grantors hereby absolute right to develop the said property by constructing building thereon as per the approved plans and granted right to the Grantors to enter into further Agreement of Sale for the sell of constructed area to the prospective purchasers at such price and decide the terms and conditions as the Grantors may deem fit and right to construct a Building on the said property and sell the constructions and to appropriate the sale proceeds thereof.

6. AND WHEREAS, said Mr. Ramesh Chaitali Sinker & others, Partners of Padma Builders are desirous to carry out building construction work over abovesaid plot property & hence, they have prepared Building Plan & after its submission, the same is approved & sanctioned by Executive Engineer, Town Planning Dept., Nashik Municipal Corporation, Nashik & have issued necessary "Building Permission & Commencement Certificate" vide its Letter No.-LND/EP/Kamatwade/DCR/1652/2019, dt.25/09/2019.

7. AND WHEREAS, the Grantor owners are surrender an area 11.43 Sq.mtrs. from Plot No.-26 to Nashik Municipal Corporation for the purpose of road widening. For that purpose, Nashik Municipal Corporation, Nashik issued Letter No.- Ja.Kra/Nanivi/Vashti/1481, dt. 20/11/2018. As per Agreement & Order of Commissioner of Nashik Municipal Corporation, the name of Nashik Municipal Corporation is entered into owner's column of R/L of abovesaid area only by M.E.No.-13685. Also the Grantor owners are surrender an area 11.43 Sq.mtrs. from Plot No.-28 to Nashik Municipal Corporation for the purpose of road widening. For that purpose, Nashik Municipal Corporation, Nashik issued Letter No.- Ja.Kra/Nanivi/Vashti/1482, dt. 20/11/2018. As per Agreement & Order of Commissioner of Nashik Municipal Corporation, the name of Nashik Municipal Corporation is entered into owner's column of R/L of abovesaid area only by M.E.No.-13687.

8. AND WHEREAS, abovesaid partners/proprietors have registered the said project under the provisions of RERA Act with the Maharashtra Real Estate Regulatory Authority vide its Regn. No.- P-51600023198, dt. 6/12/2019.

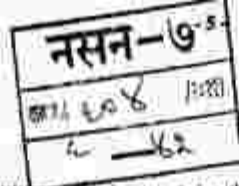


9. AND WHEREAS, the construction of proposed "PADMAJA AVENUE APARTMENT" is commenced and completed by the Grantor owners and the Executive Engineer, Nashik Municipal Corporation, Nashik has approved "Building Completion Certificate/Occupancy Certificate" vide its Letter No. - LND/OC/Kamathwade/UCR/D031/2021, dtd. 14/01/2021. The said "PADMAJA AVENUE APARTMENT" shall consist of total 20 flats on ground, first to fourth floor having independent approach to each unit and also having all required facilities and amenities as per the approved and sanctioned Building plans. The Grantors are intending to sell the various constructed tenements in the prospective parcels by entering into Agreement for Sale with them. Those tenements are more particularly described written hereunder. The said tenements are termed as the said Apartments and the different purchasers of the said Apartments shall acquire exclusive property rights, which are heritable and transferable in respect of the said Apartments and each such apartment shall be treated as an independent unit owned and possessed by the individual purchaser and also hereinafter shall be referred to as the Family Unit. The said Apartments/units are to be treated as individual properties capable of independent use on account of each having its own exit to the common areas and facilities of the building and each unit owner having exclusive and particular right, title and interest whatsoever in his/her respective family unit and in addition, specified undivided interest in the general and common areas and facilities herein below mentioned.

10. AND WHEREAS, apart from construction of the said family units, there are areas of the said property and construction thereon, over which the Grantors and various purchasers of the said units shall have general, common as well as restricted rights more particularly defined and written in this Deed of Declaration.

11. AND WHEREAS "PADMAJA AVENUE APARTMENT" constructed over the said property shall be as per the prevalent rules of floor space index (F.S.I). Therefore considering the total land area of the said property i.e. 534.86 Sq. mtrs. with FSI Premium Area for said building to the extent of consumption sanctioned F.S.I. is constructed on the said property. However, in case there is any increase in the said F.S.I. rules by the concerned authorities in the future and resultant increase thereof in the F.S.I. and allowance of further construction thereof, the rights for causing such increased construction over the terrace is strictly reserved for the Grantor owners/Premises and in that case, the Grantors will have an exclusive right to construct the upper floors over the said building and dispose off the right to construct such increased construction or the constructed premises thereof in favour of any person, firm or institution of their choice and upon such terms and conditions and consideration as deem fit by the Grantors.

12. AND WHEREAS, in pursuance to the development of the said property and to have perfect title to each independent constructed premises in "PADMAJA AVENUE APARTMENT" constructed over the said property, it is necessary that a legal status should be obtained by each independent constructed family unit and for that purpose, the Grantors have decided for the formation and Declaration of Apartment under the scheme of the "The Maharashtra Ownership Apartment Act, 1970" hereinafter referred to as the said Act and have proposed to submit the said property and the "PADMAJA AVENUE APARTMENT" and the premises therein U/s 2 and 11 of the said Act and under Rule 3 of "The Maharashtra Apartment Rules, 1971", hereinafter referred to as "the said rules".



13. AND WHEREAS, the Grantors being the original owners/developer of the said property who has actually executed the development of the said property and therefore, is competent to execute this Deed of Declaration.

14. AND WHEREAS, the Grantors had decided that, the area in respect of the constructed family units shall be calculated and measured on the basis of carpet area, which shall comprise of entire carpet area of the premises before plaster, the area of each units has been certified by the Architect appointed by the Grantors, (area of the said premises is calculated as per the plans presented and presently approved by the authority. The carpet area is calculated including all the areas in the said premises including air-out, area of walls of units and their passages of the said premises. The area includes W.C., Bath, internal passage etc.)

15. AND WHEREAS, the said property along with the "PADMAJA AVENUE APARTMENT" residential amenities existing thereon is hereby submitted under the provisions of the "Maharashtra Apartment Ownership Act, 1970" and hereinafter shall be known as the "PADMAJA AVENUE APARTMENT" and shall have the following units, common areas and facilities.

(1) Family Units :-

Out of the total available FSI to the said "PADMAJA AVENUE APARTMENT" as on today, an area of plot property 534.86 Sq. mtrs. with FSI Premium Area have been consumed by the Grantors for the construction of building. In the said building, common parking on ground floor, 5 flats on first floor, 5 flats on second floor, 5 flats on third floor & 5 flats on fourth floor etc. The said family units will be numbered consecutively from 101 to 105, 201 to 205, 301 to 305, 401 to 405. Hereinafter such family units will be referred to as family unit No. 101, 102, 201 etc. respectively. The said units are described hereinafter.

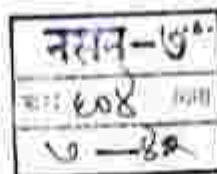
*** Family Units -**

01. Family Unit Type No. 101 :- Flat No.-101 on First Floor, carpet area admeasuring 419.00 Sq.ft. i.e. 38.94 Sq. mtrs. + Balcony area admeasuring 45.19 Sq.ft. i.e. 4.20 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to East Side corridor of the respective floor. Name of the Owner- **UNSOLD**.

02. Family Unit Type No. 102 :- Flat No.-102 on First Floor, carpet area admeasuring 419.00 Sq.ft. i.e. 38.94 Sq. mtrs. + Balcony area admeasuring 45.19 Sq.ft. i.e. 4.20 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to East Side corridor of the respective floor. Name of the Owners - (1) Mr. Rajendra Subhram Kulkade & (2) Mrs. Vrushali Rajendra Kulkade (As per Regd. Agreement, Regn. No.-5698/2020, dtd. 03/12/2020).



03. Family Unit Type No. 103 :-Flat No.-103 on First Floor, carpet area administering 402.64 Sq.ft. i.e.37.42 Sq. mtrs. + Balcony area administering 77.17 Sq.ft. i.e.4.80 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to East Side corridor of the respective floor. Name of the Owners -1) Mr. Vinod Nihantaram Patil & 2) Mrs. Bahini Vinod Patil (As per Regd. Agreement, Regn. No.-477428/20, dtd. 29/10/2020).

04. Family Unit Type No. 104 :-Flat No.-104 on First Floor, carpet area administering 594.92 Sq.ft. i.e.55.29 Sq. mtrs. + Balcony area administering 87.71 Sq.ft. i.e.7.78 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, Two Bedrooms, Kitchen, Toilet, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to West Side corridor of the respective floor. Name of the Owners -1) Mr. Hanuman Anil Bhargave & 2) Priti Bhanush Kakade After Marriage Name Mrs. Priti Hanuman Bhargave (As per Regd. Agreement, Regn. No.-5236/2020, dtd. 11/11/2020).

05. Family Unit Type No. 105 :-Flat No.-105 on First Floor, carpet area administering 361.43 Sq.ft. i.e.33.59 Sq. mtrs. + Balcony area administering 38.84 Sq.ft. i.e.3.61 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

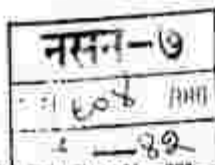
The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to West Side corridor of the respective floor. Name of the Owner- UNSOLD.

06. Family Unit Type No. 201 :-Flat No.-201 on Second Floor, carpet area administering 419.00 Sq.ft. i.e.38.94 Sq. mtrs. + Balcony area administering 45.19 Sq.ft. i.e.4.20 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to East Side corridor of the respective floor. Name of the Owner- UNSOLD.

07. Family Unit Type No. 202 :-Flat No.-202 on Second Floor, carpet area administering 419.00 Sq.ft. i.e.38.94 Sq. mtrs. + Balcony area administering 45.19 Sq.ft. i.e.4.20 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to East Side corridor of the respective floor. Name of the Owners -1) Mr. Vishwanath Kashinath Chaudhari & 2) Mrs. Vaishali Vishwanath Chaudhari (As per Regd. Agreement, Regn. No.-3669/2020, dtd. 21/09/2020).



08. Family Unit Type No. 203 - Flat No.-203 on Second Floor, carpet area measuring 402.64 Sq.ft. i.e. 37.42 Sq. mtrs. + Balcony area measuring 73.17 Sq.ft. i.e. 6.80 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to East Side corridor of the respective floor. Name of the Owners - 1) Mr. Sandip Balu Deshmukh & 2) Pooja Pramod Raynis After Marriage Name - Mrs. Pooja Sandip Deshmukh (As per Regd. Agreement, Regn. No.-3629/2020, dtd. 18/09/2020).

09. Family Unit Type No. 204 - Flat No.-204 on Second Floor, carpet area measuring 596.86 Sq.ft. i.e. 55.47 Sq. mtrs. + Balcony area measuring 85.43 Sq.ft. i.e. 7.94 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, Two Bedrooms, Kitchen, Toilet, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to West Side corridor of the respective floor. Name of the Owner - Mr. Baban Prabhakar Gawari (As per Regd. Agreement, Regn. No.-2920/2020, dtd. 12/09/2020).

10. Family Unit Type No. 205 - Flat No.-205 on Second Floor, carpet area measuring 381.43 Sq.ft. i.e. 35.29 Sq. mtrs. + Balcony area measuring 38.84 Sq.ft. i.e. 3.61 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to West Side corridor of the respective floor. Name of the Owners - 1) Mr. Shamkant Parashram Nahire & 2) Mrs. Dighali Shamkant Nahire (As per Regd. Agreement, Regn. No.-3668/2020, dtd. 21/09/2020).

11. Family Unit Type No. 301 - Flat No.-301 on Third Floor, carpet area measuring 419.00 Sq.ft. i.e. 38.94 Sq. mtrs. + Balcony area measuring 45.19 Sq.ft. i.e. 4.20 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to East Side corridor of the respective floor. Name of the Owners - UNSOLD.

12. Family Unit Type No. 302 - Flat No.-302 on Third Floor, carpet area measuring 421.47 Sq.ft. i.e. 39.17 Sq. mtrs. + Balcony area measuring 45.73 Sq.ft. i.e. 4.25 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to East Side corridor of the respective floor. Name of the Owners - 1) Mr. Swapnil Bhagwat Mahajan & 2) Mrs. Khushbu Swapnil Mahajan (As per Regd. Agreement, Regn. No.-3826/2020, dtd. 17/09/2020).



13. Family Unit Type No. 101 :- Flat No.-303 on Third Floor, carpet area adjoining 404.36 Sq.ft. i.e. 37.58 Sq. mtrs. + Balcony area adjoining 71.54 Sq.ft. i.e. 6.63 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to East Side corridor of the respective floor. Name of the Owner - Mr. Dhanraj Kataran Jadhav (As per Regd. Agreement, Regn. No.-1664/2020, dtd. 18/05/2020).

14. Family Unit Type No. 104 :- Flat No.-304 on Third Floor, carpet area adjoining 596.86 Sq.ft. i.e. 55.47 Sq. mtrs. + Balcony area adjoining 81.43 Sq.ft. i.e. 7.54 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, Two Bedrooms, Kitchen, Toilet, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to West Side corridor of the respective floor. Name of the Owner - Mr. Nishid Hemant Morankar (As per Regd. Agreement, Regn. No.-1657/2020, dtd. 08/05/2020).

15. Family Unit Type No. 205 :- Flat No.-305 on Third Floor, carpet area adjoining 561.43 Sq.ft. i.e. 51.99 Sq. mtrs. + Balcony area adjoining 78.84 Sq.ft. i.e. 7.26 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to West Side corridor of the respective floor. Name of the Owners - 1) Mr. Yogesh Dilip Kaur & 2) Mrs. Manushi Dilip Kaur (As per Regd. Agreement, Regn. No.-5687/2020, dtd. 06/10/2020).

16. Family Unit Type No. 401 :- Flat No.-401 on Fourth Floor, carpet area adjoining 419.00 Sq.ft. i.e. 38.94 Sq. mtrs. + Balcony area adjoining 45.78 Sq.ft. i.e. 4.20 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to East Side corridor of the respective floor. Name of the Owners - UVSOLB.

17. Family Unit Type No. 402 :- Flat No.-402 on Fourth Floor, carpet area adjoining 421.47 Sq.ft. i.e. 39.17 Sq. mtrs. + Balcony area adjoining 45.75 Sq.ft. i.e. 4.25 Sq. mtrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to East Side corridor of the respective floor. Name of the Owners - 1) Shri. Vilas Mahaji Desale & 2) Mrs. Yogita Vilas Desale (As per Regd. Agreement, Regn. No.-21002/2020, dtd. 22/06/2020).

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18. Family Unit Type No.403 :-Flat No.-403 on Fourth Floor, carpet area admeasuring 402.64 Sq.ft. i.e.37.42 Sq. metrs. + Balcony area admeasuring 73.17 Sq.ft. i.e.6.80 Sq. metrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to East Side corridor of the respective floor. Name of the Owners - **UNSOLD**.

19. Family Unit Type No. 404 :-Flat No.-404 on Fourth Floor, carpet area admeasuring 594.92 Sq.ft. i.e.55.29 Sq. metrs. + Balcony area admeasuring 83.71 Sq.ft. i.e.7.75 Sq. metrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, Two Bedrooms, Kitchen, Toilet, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to West corridor of the respective floor. Name of the Owners - 1) Mr. Mangesh Shaubkar Bhale & 2) Mrs. Sarika Mangesh Bhale (As per Regd. Agreement, Regn. No.-4360/2020, dtd. 16/10/2020).

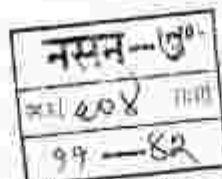
20. Family Unit Type No. 405 :-Flat No.-405 on Fourth Floor, carpet area admeasuring 361.42 Sq.ft. i.e.33.39 Sq. metrs. + Balcony area admeasuring 38.84 Sq.ft. i.e.3.61 Sq. metrs. approx., area absolute and exclusive right to use and enjoy the said flat.

The family unit consists of Hall, One Bedroom, Kitchen, W.C., Bath, Balcony with amenities and facilities as shown on the plan attached hereto. Its main door has access to West Side corridor of the respective floor. Name of the Owner- **UNSOLD**.

(II) Each of the above family unit owners shall have proportional share in the common areas and facilities available to the said property and the building thereon. Each family unit shall be provided with water and electricity connections along with internal common amenities as per their respective agreements. The measurements of the said units shall be on the basis of Carpet area and such area shall be confirmed by the purchasers/owners of their respective units in terms of their agreements for sale to be executed individually. The definition of carpet area is stated hereinabove. Design, specification and boundaries of each unit shall be as per the building plan approved for the construction of said "PALMAJA AVENUE APARTMENT" and attached hereto Exh.-A and each of the unit shall have its own independent entrance and access, as shown in the said plan of Exh. A and as well as written in the here in above.

(III) The family unit holder shall have equal rights in the common staircase and landing place except the marginal open spaces, which have been allotted to the particular unit holder. The unit holders in the building shall not object and obstruct such allotment to any allottee by the Vendors/Constructors/Proprietors.

(IV) For performing any installation, alteration or repairs in the mechanical or electrical services, drainage as well as water connection or any other such repairs etc. the unit



holders who have been allotted the marginal spaces, parking places, etc. will not take any objection for entry into such places for such installation, alteration or repairs as mentioned above. Provided that, requests for entry are made in advance and that such entries at a time convenient to such owners. In case of an emergency, such right of entry shall be immediate. It will be the duty of all the unit holders/managers after the work of installation, alteration or repair is over, such place must be maintained as were before the work was done.

Common Areas and Facilities :-

Following described areas and facilities shall be treated as property of all the family unit owners and each family unit owner shall have his/her interest and right in the said common areas and facilities, proportionate to his/her ownership percentage as described in detail, hereinafter. The following common areas and facilities located throughout the building.

- a) The parcel of land described in the Schedule of this deed.
- b) The separate overhead water tank constructed on the top of "PADMAJA AVENUE APARTMENT" building.
- c) The separate underground water tank constructed on ground space along with the electrical minor fittings and plumbing system thereof in the "PADMAJA AVENUE APARTMENT" building and separate municipal water connection.
- d) Plumbing networks throughout the said "PADMAJA AVENUE APARTMENT" building.
- e) Electric wiring of all the common spaces upto the entrance of each family unit along with electric supplies upto meter box.
- f) Compound wall with gates.
- g) Common parking on ground floor of Building for flat owners only.
- h) One Bore well situated in the building & it is commonly used by flat owners only.
- i) Common light meter, Bore well & tree plantation are to be maintained by flat owners of the building.
- j) One Lift in the said building.
- k) Foundation columns and roofs along with all common walls, as shown on the plan as Ann. A.

The open ground space around existing building will be the common ground space available to the said "PADMAJA AVENUE APARTMENT" and which shall be used as an access for the entrance of the said "PADMAJA AVENUE APARTMENT" as well as

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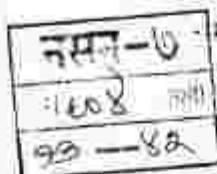
around the said building so with the right to enjoy it as an open space only without causing any obstruction thereon so as to cause any hurdle for serving ground other vacant parts of the said property therefore the right for enjoyment of the common open space is granted under this Deed of Declaration as said property. Therefore, the right for enjoyment of the common areas and facilities:

Restricted Areas and Facilities :-

(A) That the right, title and interest of each owner of a family units in the General, Common Areas and Facilities listed above and their proportionate shares in the profits and common expenses in the said general common areas and facilities as well as proportionate representation for voting purposes located on each floor of the said "PADMAJA AVENUE APARTMENT" will be decided and calculated on the basis of the following mentioned percentage of ownership. In case a decision is required to be taken in respect of any issue relating to the said "PADMAJA AVENUE APARTMENT" each family unit owner will have the voting rights as per the percentage of voting as mentioned here under.

Family Unit Nos.	Carpet Area (Sq. mtrs.)	Voting Percentage
<u>Family Units -</u>		
01) Flat No.-101	43.14	4.67
02) Flat No.-102	43.14	4.67
03) Flat No.-103	44.22	4.79
04) Flat No.-104	63.07	6.84
05) Flat No.-105	37.20	4.03
06) Flat No.-201	43.14	4.67
07) Flat No.-202	43.14	4.67
08) Flat No.-203	44.22	4.79
09) Flat No.-204	63.07	6.84
10) Flat No.-205	37.20	4.03
11) Flat No.-301	43.14	4.67
12) Flat No.-302	43.14	4.67
13) Flat No.-303	44.22	4.79
14) Flat No.-304	63.07	6.84
15) Flat No.-305	37.20	4.03
16) Flat No.-401	43.14	4.67
17) Flat No.-402	43.14	4.67
18) Flat No.-403	44.22	4.79
19) Flat No.-404	63.07	6.84
20) Flat No.-405	37.20	4.03

(B) The proportionate representation for voting purposes, provided here in above may be limited in accordance with the provisions of the bye-laws attached hereto as Ench-"B".



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

16. The said scheme of "PADMAJA AVENUE APARTMENT" is hereby declared as per the provisions of "The Maharashtra Apartment Ownership Act, 1970". That interest and title of each family unit owner is described in detail and the said common areas and facilities are described in detail in the said scheme, for the administration of the "PADMAJA AVENUE APARTMENT" bye-laws are provided as per Rule "B".

17. 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 said building may be conveyed and registered as individual properties capable of independent use, on account of each, having its own exit to a restricted common area and facility of the building, each family unit owner having an exclusive and particularly right, title and interest over his/her respective unit and in addition the specified undivided interest in restricted common areas & facilities.

18. That for the purpose of stamp duty and registration fees to be imposed on registration of this Deed in the Registrar of Declaration and Deeds of Apartment as per U/A 13(5), the value of "PADMAJA AVENUE APARTMENT" condominium has been considered as per agreement for sale of each flat owner out of the said building. Land and building is valued on the basis of Agreement for Sale executed in favour of Purchasers. That for the purpose of Regn. of this Deed of Declaration Stamp of Rs.500/- is used. The Building is described as "PADMAJA AVENUE APARTMENT".

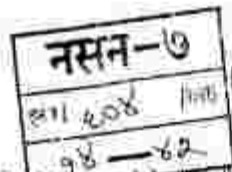
19. That the general and or restricted common areas and facilities shall remain undivided and no apartment owner shall bring any action for partition or division thereof.

20. That the percentage of the undivided interest in the said common areas and facilities and 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 declaration duly registered.

21. That the undivided interest in the said common areas and facilities and restricted common areas and facilities shall not be separated from the family 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.

22. That each Apartment owner shall comply with the provisions of this declaration, the bye-laws decisions and resolutions of the Association of Apartment owners or its representatives and failure to comply with any such provisions, decisions or resolutions shall be ground for an action to recover sums due for damages or for injunctive relief.

23. That the dedication of the property to plan of Apartment Ownership herein shall not be revoked or the property removed from the plan of apartment ownership or any of



the provisions hereof ~~shall~~ ^{shall} all of the Apartment owners and the Mortgagees of all the mortgages covering the unit unanimously agree to such revocation or amendment or removal of the property from the plan by duly registered instrument.

24. That as Apartment owner of a family unit may exempt himself from liability for his 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 abandonment of his/her family unit.

25. All sums ~~owed~~ ^{owed} by the Association, but unpaid for the share of the common expenses chargeable to any unit shall constitute a charge on such unit prior to all other charges, except only (1) the charge, if any, on the unit for payment of Government or Municipal Corporation taxes or both and (2) all sums unpaid on a first mortgage of the apartment.

26. That all present or future owners, tenants, license tenants or any other person that might use the facility of the building in any manner, are subjected to the provision of this declaration and that the mere acquisition or rental of any of the family units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this declaration are accepted and notified. The respective family unit shall not be rented or given on leave and license or care-taker basis by the apartment owners thereof for transient or hotel purpose, 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 unit are provided customary hotel or boarding or lodging or paying-guest services other than the foregoing obligations, the Apartment Owners of the respective Family Unit have the absolute right to lease such unit or give it on Leave and License or care-taker basis provided that 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 bye-laws in Exh. 'B' attached hereto.

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

28. That where a unit is sold by Mortgagee in exercise of his powers of sale under an English Mortgage or by a Court in execution of a decree in suit brought by a mortgage against the owner of such Unit, then neither the mortgagee nor the purchaser who derives title to the said Unit at such sale or his successors or assigns shall be liable for assessment by the association which becomes 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.

29. That in a voluntary conveyance of a family unit, the Grantee of the Unit shall be jointly and severally liable with the Grantors for all unpaid assessments by the Association

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of Apartment Owners against the latter for their respective share of the common expenses upto the time of the grant of conveyance without prejudice to the Grantee's right to recover from the Grantors the amounts paid by the Grantee therefrom. However, any such Grantee shall be entitled to a statement from the manager or Board of Managers of the Association, as the case may be, setting forth the amount of the unpaid assignments against the Grantors due to the Association and such Grantee shall not be liable for nor shall the said Unit conveyed by subject to a charge for, any unpaid assessments made by the Association of Apartment Owners against the Grantors in excess of the amount therein set forth.

30. The amendment to this declaration will be effected after passing a resolution to that effect in the meeting of all the apartment owners and for such resolution the consent of each apartment owner of the same will be necessary and in pursuance of the resolution passed the Board of Managers will be entitled to effect such amendment if registered.

31. The service of the notice and / or of summons or any type of the correspondence will be made at the address above mentioned of the persons concerned and/or the addresses subsequently informed by the Apartment Owners in the Board of Managers in writing.

IN WITNESS WHEREOF THE GRANTORS/PROMOTERS HAVE SIGNED ON THIS DAY DATE AND YEAR FIRST MENTIONED ABOVE.

SIGNED, SEALED & DELIVERED
BY THE WITHIN NAMED
"The Grantor Owners/Promoters"
PADMA BUILDCON PARTNERSHIP FIRM
Through its Partner-

1) MR. RAMESH CHOTULAL SINKAR



Handwritten signature of Mr. Ramesh Chotulal Sinkar.



Handwritten signature of Mrs. Swati Chandrashekhar Wani.

2) MRS. SWATI CHANDRASHEKHAR WANI

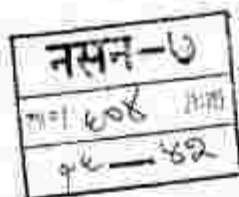
(Grantor Owners/
Promoters)

IN THE PRESENCE OF :

WITNESSES :-

1)
R. S. Bhatnagar

2)
Nishant Dany



SCHEDULE OF THE SAID PROPERTY

(Hereinafter referred to)

ALL THAT piece and parcel of "Non-agricultural" plots of land, bearing Plot No. - 24/28, total area admeasuring 557.72 Sq. mtrs., assessed at Rs.903.50 Ps. out of it, an area 334.86 Sq. mtrs. is in possession of plot owners & an area 22.86 Sq.mtrs. is surrendered to Nashik Municipal Corporation for road widening, from & out of sanctioned layout plan of Survey No.-25/23/4/5/6A, situated at : KAMATWADE, Tal. & Dist. Nashik and within the limits of Nashik Municipal Corporation, Regn. & Sub-Regn., Tal. & Dist. Nashik & which is bounded as under :-

On or towards East	>	Plot No.- 30
On or towards West	>	Plot No.- 24
On or towards South	>	Plot No.- 27 & 29
On or towards North	>	25 ft Road

All the said plot property, together with existing rights of easements, access, ways, common roads, open spaces with right of ownership.

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BYE-LAWS OF "PADMAJA AVENUE APARTMENT" CONDOMINIUM

CHAPTER - I

1. Short Title and Application :-

These bye-laws may be called the bye-laws of the "PADMAJA AVENUE APARTMENT" condominium.

The provisions of these bye-laws apply to the "PADMAJA AVENUE APARTMENT" condominium.

All persons or firm or owner, owners, tenants, future tenants, or their employers or any other person that might use the facilities of the building in any manner are subject to the regulation set forth in these bye-laws.

More acquisition or rental or taking or license of any of the family limits (hereinafter referred to as limits) of the building or mere act of occupancy of any of the said units shall signify that bye-laws are accepted, ratified and will be complied with.

2. Definition :-

1) In these bye-laws, unless the context requires otherwise -

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

b) "Association" means the association of all the Apartment Owners for the purpose of the Administration of "PADMAJA AVENUE APARTMENT" Condominium;

c) "Board" means a Board of Managers consisting of five persons all of them shall be owners of apartment in the "PADMAJA AVENUE APARTMENT" Condominium;

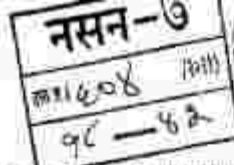
d) "Building" means the building located at Plot No.- 26/28, from & out of S.No.- 2572/3/43/6A, situated at KAMATWADE, Tal. & Dist. Nashik and known as the "PADMAJA AVENUE APARTMENT" Condominium and includes the land forming part thereof.

e) "Declaration" means the Declaration, which the sole owner of the building or all the owners of the building have executed and registered as provided in Section 2.

f) "Majority of Owner" means those Owners holding 51 percent of the votes in accordance with the percentages assigned in the declaration.

g) "Owner" or "Apartment Owners" means the person owing the Apartment in the "PADMAJA AVENUE APARTMENT".

h) "Section" means a section of the Act;



ii) "Unit" means a Family Unit in the "PADMAJA AVENUE APARTMENT" condominium.

3) "Registrar" means the Registrar of Co-operative Societies.

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

2. Apartment Ownership :-

The building located at Plot No.- 26/28, from & out of S.No.- 25/23/45/6A, situated at KAMATWADE, Tal. & Dist. Nashik, known as "PADMAJA AVENUE APARTMENT" Condominium is submitted to the provisions of the Act.

4. Object of the Association :-

The objects of the Association shall be :-

a) To be and to act as the association of apartment owners of the building called "PADMAJA AVENUE APARTMENT" at Plot No.- 26/28, from & out of S.No.- 25/23/45/6A, situated at KAMATWADE, Tal. & Dist. Nashik, (hereinafter called as "The said building"), who have filed their respective Declarations submitting their apartments to the provisions of the Act.

b) To invest or deposit money.

c) To provide for maintenance, repair and replacement of the common areas and facilities by contribution from the Apartment owners and if necessary by raising loans for that purpose;

d) To retain and set or license, if possible, suitable portions of the common areas to outsiders 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;

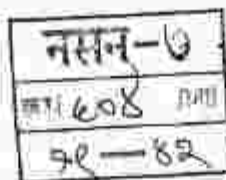
e) To provide for and do all and any of the matters provided in sub-section (2) of section 16;

f) To advance with the consent of the Apartment Owners any short term loans to any Apartment Owners in case of any emergent necessity and to provide for the repayment thereof (lump-sum or instalment);

g) To establish and carry on its own account or jointly with individuals or institutions, education's physical, social and recreative 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 benefit of the employees of the Association.

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



B. 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 Association :-

i) All persons who have purchased apartments in the "PADMAJA AVENUE APARTMENT" condominium and executed respective Declaration U/s 5, submitting their apartment to provisions of the Act shall automatically be the members of the Association and shall pay the sum of one rupee as entrance fee and may purchase at least one share of the face value of Rs. 100/- each. Each Apartment Owner shall receive a copy of the bye-laws on payment of one rupee.

ii) 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 and shall be admitted as a member on payment of the Entrance fee of one rupee. The shares held by an Apartment Owner shall be transferred to the name of such purchaser or Donee on payment of one rupee to the Association.

iii) In the death of the Apartment owner, his apartment shall be transferred to the person to whom he bequeaths the same by his will or to the legal representative of his estate and in case, he has not made any specific bequest of the apartment, the heirs of the legatee or the names of the legal representative jointly shall be entered in the Register of Apartment Owners maintained by the Secretary for the purposes of administration of the "PADMAJA AVENUE APARTMENT" condominium as Apartment owner of Joint Apartment Owners. Where any Legatee is a minor, the Apartment owner 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 jointly, they shall be jointly entitled to the apartment and the share of the Association shall be issued in their joint names, but, the person whose name stands in the share Certificate shall alone have the right to vote.

7. Holding of one share Compulsory :-

Every Apartment owner must hold at least one share of the Association (Joint apartment owner holding the shares jointly).

8. Disqualification:-

No Apartment owner shall be entitled to vote on the questions 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 is in arrears of any sum due from him in respect of his contribution for common expenses for more than sixty days on the last day of the year preceding the year in which the election to the Board would take place.



Voting, Quorum and Presides

9. Voting:-

Voting shall be on a presentable basis and the percentage of vote to which the owner is entitled is the percentage assigned to Family Unit or Units in the Declaration.

10. Quorum:-

Excepts otherwise provided in these bye-laws, the present in person of a majority of 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 Association:-

The Association will have the responsibility of administering the "PADMAJA AVENUE APARTMENT" condominium, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the condominium in an efficient manner. Except as otherwise provided, resolutions of the association shall require approval by a majority of Owners, Casting Votes, in person.

13. Place of Meeting:-

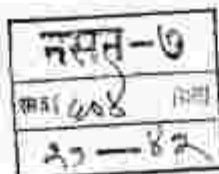
Meeting of Association shall be held at a suitable place convenient to the owners as or from time to time designated by Association.

14. Annual Meetings :-

The First Annual Meeting of the Association shall be held in June. Thereafter, the annual meetings of the association shall be held on the 1st Sunday of June each succeeding year. At each meetings, there shall be elected by ballot of the apartment owners a Board of managers in accordance with the requirements of bye-laws No.21. The owners may also transact such other business of the Association as may properly come before him.

15. Special Meetings :-

It shall be the duty of the President to call a special Meeting of the Apartment Owners as directed by a resolution of the Board of Owners upon petition signed by a majority of the owners and having deep presented to the Secretary or at request of the Housing Commissioner or as the case may be, the Registrar or any officer 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-fifth of the owners present in person.



16. Notice of Meetings :-

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 to be held, to each Apartment owner, at least 2 days, but not more than 7 days prior to such meeting. The mailing or sending of a Notice in the manner provided in this bye-laws, shall be considered Notice served. Notice of all meetings shall be mailed or sent to the Housing Commissioner or as the case may be, the Registrar.

17. Adjourned Meetings :-

If any meeting cannot be organized because a quorum has not attended, the Owners who are present, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called for. If at such a adjourned meeting also, no quorum is present, the owners present in person, being not less than two shall form a quorum.

18. Order of Business :-

The Order of business at all meetings of the Owners of Units shall be, as follows:-

- a. Roll call.
- b. Proof of notice of Meeting or waiver of Notice.
- c. Reading of minutes of proceeding Meetings.
- d. Report of Officers.
- e. Report of the Housing Commissioner or the Registrar or of the office duly authorized by them, if present.
- f. Report of Committees.
- g. Election of Board of Managers.
- h. Unfinished business, if any.
- i. New Business.

**CHAPTER - IV
BOARD OF MANAGERS**

19. Management of Association :-

A Board of Managers shall govern the affairs of the Association.

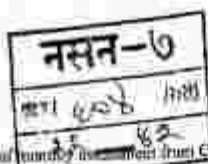
20. Power and Duties of the Board of Managers :-

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 required by law or by 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 "PADMAJA AVENUE APARTMENT" condominium and the common areas and facilities and the restricted common areas and facilities;



- b) Collection of monthly assessment from Owners;
- c) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the "PADMAJAVENUE APARTMENT" condominium, the common areas and facilities;
- d) To provide for the manner in which the audit and accounts 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 accounts books and to take steps for the recovery of all sums due to the Association;
- f) To manage working, expenses, assets, cash balance and deal with other miscellaneous business;
- g) To see that the cash book is written promptly and is signed daily by one of the members of the Board, duly authorized in this behalf;
- h) To hear and deal with the complaints;

22. Appointment of a Manager :-

The Board may employ for the Association, a manager at compensation determined by the Board to perform such duties and services as the Board shall authorize, including but not limited to the duties listed in bye-laws No. 21.

23. Election and Term of Officer :-

At the first Annual General Meeting of the Association, the term of office of two Managers shall be fixed for three years. The term of office of one manager shall be fixed at one year. At the expiration of the initial term of office of each respective Manager, his 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 lesser Board is contemplated, the terms of office should be established in a similar manner so that they will expire in different year.)

24. Vacancies :-

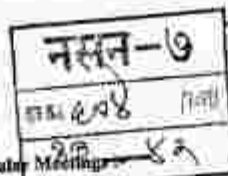
Vacancies in the Board caused by any reason other than removal of manager by a vote of the Association shall be filled by vote of majority of remaining Manager, even though they may constitute less than a quorum and each person so elected shall be a manager until a successor is elected at the next annual meeting of the Association.

25. Removal of Managers :-

At any regular special meeting, duly called, 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 be elected 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. Organization of Meeting :-

The first meeting of the newly elected Board shall be held within ten days of election at such place, as shall be fixed by the managers at the meeting at which managers were elected and no Notice shall be necessary to newly elected Managers in order to legally constitute such meeting, provided a majority of the whole Board shall be present.



27. **Regular Meetings :-**

Regular meetings of the Board may be held at such a time and place, as shall be determined from time to time by a majority of Managers personally or by mail, or telegraph at least three days prior to the day named for such meetings.

28. **Special Meetings :-**

Special Meetings of the Board may be called by the President on three days Notice to each Manager, given personally or by mail or telegraph, which Notice shall state the time place (as hereinabove provided) and purpose of the meeting. Special meeting 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 Managers).

29. **Waiver of Notice :-**

Before or at any meeting of the Board, any manager may in written waive Notice of such meeting and such a waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meetings.

30. **Quorum :-**

At all meetings of the Board, one third of the Total strength of the managers shall constitute a quorum for the transaction of business and the acts of the managers present at the meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, may adjourn the meeting from time to time. At any such adjourned meeting, any business, which might have been transacted at the meeting, as originally called, may be transacted without further notice, provided there is a quorum present.

31. **Fidelity Bonds :-**

The Board may require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. Association shall pay the premiums on such bonds.

CHAPTER - V

OFFICERS

32. **Designation :-**

The principal officers of the association shall be President, a Vice President, A secretary, and Treasurer, all of whom shall be elected from the Board. The Board may appoint an Assistance Treasurer and an Assistant Secretary and such other officers, as in their judgment may be necessary (in the case of an Association of one Hundred Owners or less, the office of Treasurer and Secretary may be filled by the same person.)

33. **Election of Officers :-**

The officers of the Association shall be elected annually by Board of the Organization meeting of such new Board and shall hold office at the pleasure of the Board.



34. **Removal of Officers :-**

Upon an affirmative vote of a majority of the members of the Board, any officers may be removed either with or without any cause and his successor elected at any regular meeting of the Board or in any special meeting of the Board called for such purpose.

35. **President :-**

The President shall be Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of a President of an Association, including but not limited to the power to appoint Committees from among the Owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.

36. **Vice-President :-**

The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member of the Board so as to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

37. **Secretary :-**

The Secretary shall keep the Minutes of all meetings of the Board and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform the entire duties incidental to the office of secretary.

38. **Treasurer :-**

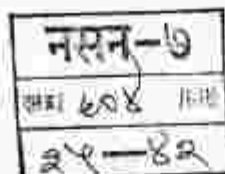
The Treasurer shall be responsible for the Association's funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in the books belonging to the Association. He shall be responsible for the deposit of all moneys and the Board may from time to time designate other valuable effects in the name and to the credit of the Association in such depositories as

CHAPTER - VI

OBLIGATIONS OF THE APARTMENT OWNERS

39. **Assessments :-**

All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the "PADMAJA AVENUE APARTMENT" condominium, which may include an insurance premium for the policy to cover repair and reconstruct work in case of hurricane, fire and earthquake or other hazard or calamity. The assessments shall be made pre-tax according to the value of the unit owned as stipulated in the Declaration. Such assessment shall include monthly payments to a General Operating Reserve and Reserve Fund for replacements.



40. Maintenance and Repair :-

i) Every owner must perform promptly, all maintenance and repair work within his own Unit, which if omitted would affect the "PADMAJA AVENUE APARTMENT" Condominium in entirety or in a part belonging to other owners being expensively responsible for the damages and Liabilities that his failure to do so may engender.

ii) All the repairs of internal installations of Unit such as Water, Light, Gas, Power, Sewage, Telephones, Air-conditioning, Sanitary installations, Doors, Windows, Lamps and all other accessories belonging to the Unit area shall be at the expense of the apartment owners concerned.

iii) An owner shall reimburse association for any expenditure incurred in repairing or replacing any common area and facility damaged through his fault.

41. Use of Family Units - Internal changes :-

i) All units shall be utilized for residential purposes only.

ii) An owner shall not make any structural modifications or alterations in his unit or installations located therein without previously notifying the Association, in writing, through the President of the Board, if no Manager is employed.

iii) The Association shall have the obligation to answer within thirty days and failure to do within the stipulated time shall mean that there is no objection to the proposed modification, alteration or installation.

42. Use of Common Areas and Facilities :-

An owner shall not place or cause to be placed in the lobbies, vestibules, staircase, elevators and other areas of "PADMAJA AVENUE APARTMENT" Condominium and facilities of a similar nature both common and restricted, any furniture's, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

43. Right of Entry :-

i) An owner shall grant the right of entry to the managers or to any other person authorized by the Board or the Association in case of an emergency originating in or stemming his unit whether the owner is present at the time or not ;

ii) An owner shall permit other Owners or their representatives when so requested to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services provided (such request for entry is made, in advance, and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

44. Rules of Conduct :-

i) No resident of the "PADMAJA AVENUE APARTMENT" condominium shall post any advertisement or posters of any kind in or on the building except as authorized by the Association.



Residents shall examine carefully and make notes on the use of musical instruments, radiators, televisions and appliances that may disturb others. Residents keeping domestic animals shall abide by the Municipal Sanitary bye-laws or regulations.

It is prohibited to throw burnt garments, rags etc. from the windows, balconies or from any of the facades of the "PADMAJA AVENUE APARTMENT" Condominium.

It is prohibited to dump, rag etc. from the windows or to clean rag etc. by beating on the exterior part of the said Condominium.

It is prohibited to throw garbage or trash inside the disposal installations provided for each apartment in the service area. If such installations are not provided, all garbage or trash shall be collected in a vessel and thrown in the Municipal Dumping.

An Owner, resident or Lessee shall install wiring for electrical or telephone installation, television antenna, machine or air-conditioner units etc. on the exterior of the "PADMAJA AVENUE APARTMENT" Condominium or that protrude through a wall or on the roof of this Condominium except as authorized by the Association.

CHAPTER - VII

FUNDS AND THEIR INVESTMENT

43. Funds :-

The Association in all or any of the following ways may raise funds, namely :-

- By share;
- By contributions and donations from the Apartment owners;
- By raising loans, if necessary, subject to such terms and conditions, as the Association with the approval of the competent Authority, may determine in its behalf.

44. Investments :-

The Association may invest or deposit its funds in one or more of the following :-

- in the Central Co-operative Bank or in the State Co-operative Bank or in the Nationalized bank;
- in any of the securities specified in Section 26 of the Indian Trusts Act, 1882;
- in any Co-operative bank other than those referred to in clause (a) of this bye-law or in any Banking company approved for this purpose by the Association.

45. Affiliation :-

Should there be any Federation of Apartment Owners in the locality in which the "PADMAJA AVENUE APARTMENT" Condominium is situated, the Association may, after consulting the Competent Authority (scheme a member thereof and pay the sum from time to time payable to such Federation under the rules thereof,

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(v) Residents shall not make any noise or use of musical instruments, radios, televisions and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the Municipal Sanitary bye-laws or regulations.

(vi) It is prohibited to throw litter, garbage, etc. from the windows, balconies or from any of the facades of the "PADMAJA AVENUE APARTMENT" Condominium.

(vii) It is prohibited to spit, spit etc. from the windows or to clean roofs etc. by beating on the exterior part of the said condominium.

(viii) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service area. If such installations are not provided, all garbage or trash shall be collected in a vessel and thrown in the Municipal Dustbin.

(ix) An Owner, resident or Lessee shall install wiring for electrical or telephone installation, television antenna, machine or air-conditioning units, units etc. on the exterior of the "PADMAJA AVENUE APARTMENT" condominium or that protrude through the walls or the roof of that Condominium except as authorized by the Association.

CHAPTER - VII

FUNDS AND THEIR INVESTMENT

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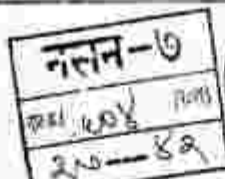
46. Investments :-

The association may invest or deposit its funds in one or more of the following :-

- In the Central Co-operative Bank or in the State Co-operative Bank, or in the Nationalised bank.
- In any of the securities specified in Section 20 of the Indian Trusts Act, 1882.
- In any Co-operative bank other than those referred to in clause (a) of this bye-law or in any banking company approved for this purpose by the Association.

47. Affiliates :-

Should there be any Federation of Apartment Owners in the locality in which the "PADMAJA AVENUE APARTMENT" Condominium is situated, the Association may, after consulting the Competent Authority become a member thereof and pay the sums from time to time payable to such Federation under the rules thereof.



42. Accounts:-

i) A banking Account shall be opened by the Association on behalf of the Association shall be paid, provided that the Secretary may retain in his personal custody an amount not exceeding Rs.100/- for petty expenses. All payment above Rs.25/- shall be made by cheque signed by the Secretary and one member and on the Board.

ii) Each Apartment owner shall have pass book in which the secretary shall enter amounts paid to or received for his share in receipts of profit from common areas and contributions towards Common expenses and his share of assessment and other dues, if any, in respect of his apartments.

iii) The Association shall on or before 31st July in each year publish an audited Annual Financial Statement in respect of the common areas and a liability- containing ->

- a) the profit and loss account;
- b) the receipts and expenditure of the previous financial year;
- c) a summary of the property and assets & liabilities of the common areas & facilities of the Association in giving such particulars as will disclose the general nature of these liabilities & assets and how the value of fixed assets, has been arrived at;

iv) The audited financial statement shall be open to the inspection of any member of the Association during the office hours and in the Office of the Association and a copy thereof, shall be submitted to the competent Authority not later than 15th August, of every year.

v) Every financial statement shall be accompanied by a complete list of the owners. There shall be also accompanying the financial statement in a similar list of loans. The financial statement shall state upon what dues, profits and expenses of areas are included.

43. Publication of Accounts and Reports :-

A copy of the last financial statement and of the report of the auditor, if any shall be kept in a conspicuous place in the office of the Association.

44. Appointment of Auditor :-

The Association shall appoint at its General Meeting, an Auditor who shall audit the accounts of the Association to be prepared by the Board, in hereinafter provided and shall examine the annual return and verify the same with the accounts relating thereto and shall either sign the same as found by him to be correct, duly vouched and in accordance with law or specially report to the Association in what respect he finds it incorrect, unvouched or not in accordance with law.

45. Power of Auditor :-

The Auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common areas and facilities (including common areas and facilities) and common expenses and shall make a special report to the Association upon any matter connected with the Accounts which appear to him to require notice.



MORTGAGEES

52. Notice of Association :-

An Owner who mortgages his Unit, shall notify the Association through the Manager, if any, or the President of the Board in the event there is no Manager, the name and address of his Mortgagee and the Association shall maintain such information in a Book entitled "Mortgagees of Units".

53. Notice of Unpaid Assessments :-

The Association shall at the request of a Mortgagee of a Unit Report any unpaid assessments due from the owner of such Unit.

CHAPTER - IX

COMPLIANCE

54. Compliance :-

These bye-laws are intended to comply with the requirements of the Maharashtra Apartment Ownership Act, 1970. In case any of these bye-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that provisions of the Act will apply.

55. Seal of the Association :-

The association shall have a common seal which shall be in the custody of the Secretary and shall be used only under the every Deed of Instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the Secretary or any other person authorized by the association in that behalf.

CHAPTER - X

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56. Amendments of Bye-Laws :-

These bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendments shall take effect unless approved by Owners representing at least 75% of the Total value of all units in the "PADMAJA AVENUE APARTMENT" condominium, as shown in the Declaration.

SAU, VIDYULLATA K. TATED

Advocate

Res. 15, Anand Vignya Corp. Htg. Bldg. 1, C. Culture Indus Nagar, Nashik - 422009.
Office - 205, Dhumal Chandra, Kailash, C. B. S. Road - 422 009 M - 922413121

TITLE REPORT

1) NAME & ADDRESS OF THE PERSON REQUESTING TO PREPARE TITLE REPORT

Pedma Buildcon Partnership Firm, having its office at - 6, New Market, Gound Nagar, Nashik - 422009

2) NAME & ADDRESS OF THE OWNERS OF THE PROPERTY

Pedma Buildcon Partnership Firm, having its office at - 6, New Market, Gound Nagar, Nashik - 422009 through its partners - Mr. Ramesh Chandra Shikar & Smt. Smt. Chandralekha Shikar

3) DESCRIPTION OF THE PROPERTY

All that piece and parcel of land bearing S. No. 25/2/2/4/5/6A, out of which Plot No. 25, admeasuring 278.86 sq. meters & Plot No. 26, admeasuring 278.86 sq. meters, having Total area admeasuring 557.72 sq. meters, lying and being at Kamathwade Shikar, within the limit of Nashik City Municipal Corporation, Nashik and Registration Sub Registration District of Nashik Taluka & Dist. Nashik, which property is jointly owned as follows

Towards East	Plot No. 25
Towards West	Plot No. 26
Towards South	Plot No. 27 & 28
Towards North	25-00 ft Road

4) OBJECT OF THE TITLE REPORT

As per the request of the proposed person.

5) COVERAGE OF SEARCHES MADE

1. JTG extracts from the year 1973 to 2000
2. Mutation Entries from form No. 6-D
3. Sale Deed dated 14/09/1981, 31/10/2018
4. Release Deed dated 31/10/2018
5. Judgment in S.C. Civil No. 2238/2014 dated 22/08/2015
6. N.A. permission having No. R.B.DESK/ III / LNA/ 31/10/2018 (Nashik, dated 30/08/2018)
7. Layout Copy
8. Index A Search receipt dated 19/12/2018

It further appears from M.E. No. 800, dated 15/04/1957 Mr. Jaywant Rajburath Wagh, Gopal Rajburath Wagh, Nitin Jaywant Wagh, Chish Dadas Chaurave had purchased S. No. 25 & 26 from Dada Aba Kharve, Mar. 1957.



From this research purchase mix and subject to the above findings
the conclusion I reach is that 20 years from now, Monica (Grew of the
No. 2222747898) out of which Fiat Mi. 26, administering 278.88
eq. meters & Fiat Mi. 28, administering 278.88 eq. meters, having
Total area administering 557.72 eq. meters. living and being at
Kankarwan Shywar, Kankarwan Rd by Padma Building Partnership
Firm through its partners Mr. Ramkishan Choudhary & Smt. Swati
Choudhary (Wife) is a sister & Mukeshin.

Order: 20110211

Advocate
श्री. विष्णुदास झा, तारोड
ज. भा. प्रयाग ५
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SELF ATTESTED

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CHURCH

NAME: MURPHY, HENRY DOB: 10/10/1910 POB: 10/10/1910

7/23/2008

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DATE OF INFO: 10-10-1980

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॥१॥ कल्याणार्थं नमः ॥२॥ विष्णुना भक्त्या नमः ॥

जमीन की कुल लागत रु. 2,74,800 है। इसमें रु. 2,74,800 का ब्याज रु. 2,74,800 है। इसमें रु. 2,74,800 का ब्याज रु. 2,74,800 है।

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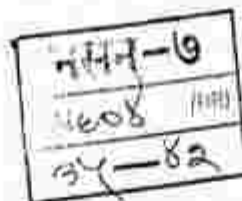
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पृष्ठ संख्या निर्धारण करें



NASHIK MUNICIPAL CORPORATION

IN : LTR/DP/AMATWAD/DP/15000210

Date : 21/03/2019

SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE

To,

Shri/Smt.

Padma Buildcon Partnership Firm Through Partner Shri. Ramesh Chodhari Sirkar
And Other One

C/o. Mr. Santosh Ravi Amrutkar & Son/Engg. Ravi Amrutkar at Nashik

Sub - Sanction of Building Permission & Commencement Certificate in Plot No. - 26+28 of City Survey No. 1 Out No.250334/198A, of 50Acre KAMATWAD.
Ref - 1) Your Application & Plan dated 28 March, 2018 Inward No. JNCTPD/KAMATWAD/DP/15000210.

Sanction of Building Permission & Commencement Certificate is hereby granted under section 43 & 45 of the Maharashtra Regional and Town Planning Act 1966 (here in after) to carry out development work and building permit under, section 23a of The Bombay Provincial Municipal Corporation Act 1948 (here in after) to erect building for Residential Purpose as per plan duly submitted in - subject to the following conditions.

Permission Conditions 1 to 41

1. The land occupied in consequence of reclamation of the wet back area shall form part of Public Street.
2. No new building or part thereof shall be constructed or altered to be constructed or permitted to be used by any person until occupancy permission under sec. 23a of the Maharashtra Municipal Corporation Act is duly granted.
3. The commencement certificate / building permission shall remain valid for a period of one year commencing from date of its issue & thereafter it shall become invalid automatically unless otherwise mentioned in stipulated period. Construction work commences after expiry of period for which commencement certificate is granted will be treated as unauthorized development & action as per provisions laid down in Maharashtra Regional & Town Planning Act 1966 & under Maharashtra Municipal Corporation Act, 1948 will be taken against such defaulters which should prove to be duly noted.
4. This permission does not entitle you to develop the land which does not vest in you.
5. The date of commencement of the construction work should be intimated to this office WITHIN SEVEN DAYS.
6. Permission required under the provision of any other Act, for the time being in force shall be obtained from the concerned authorities before commencement of work laid under Provision of Urban Land Ceiling & Regulation Act & under appropriate sections of Maharashtra Land Revenue Code 1960 etc.
7. After completion of plan, certificate of planning authority in the effect that the plan is sanctioned as per sanctioned plan should be taken before commencement of superstructure.
8. Building permission is granted in the strength of affidavit & indemnity bond with reference to the provisions of Urban Land Ceiling & Regulation Act, 1976. In case a statement made in affidavit & indemnity bond found incorrect or false the permission shall stand cancelled.
9. The submission, plan & drawings should not be enclosed and merged with adjoining plan to some extent they are situated on full up area of PFI calculation as per the building plan. If the battery office & wardens are covered or merged and allowing some the construction shall be treated as unauthorized and action shall be taken.
10. All FIVE feet level should be marked around the building in the open space of the plot. Commencement certificate shall not be granted & same are not allowed in the plot as provided under section 19 of the reservation of Town Act, 1975.

period. Construction work shall be continued after expiry of period for which commencement certificate is granted & it shall be treated as abandoned development & action as per provisions laid down in Maharashtra Regional & Town Planning Act 1968 & under Maharashtra Municipal Corporation Act, 1949 will be taken against such defaulters which should please be clearly noted.

25. Buildings shall be planned, designed and constructed in strict compliance with the provisions of the Maharashtra Prevention and Life-Safety Measures Act, 2000. In case of buildings classified in Regulation no. 22.3.1, the building schemes shall also be cleared by the Fire Officer, Fire Brigade Authority.

26. The Building Permission is granted on the condition that the applicant shall be responsible for the safety, health and working conditions of the laborers employed there on the site and shall be liable to the provisions of the Maharashtra Factories Act, 1948. The applicant shall be liable to the provisions of the Maharashtra Factories Act, 1948.

27. Temporary storage connection shall be taken before start of work by taking permission from Public Health Department (Sanitary).

28. All safety measures & precautions shall be taken on site during construction with necessary signposts on board on site.

29. Total TDR Granted 215.00 Sq. M, which is split as per DRC No. 18/02/2018 New Formula 215X/2500/0000 = 145.17 Sq. M TDR and 70.83 Sq. M TDR.

30. Charges for TDRs Rs. 100,000/- per TDR in 2018 vide R.M.B.No. 5574/SE-D/23/06/2018.

31. Infrastructure Improvement Charges Rs. 200,000/- per TDR vide R.M.B.No. 5574/SE-D/23/06/2018.

32. The applicant shall be liable to pay the dues of the TDR Office of the L.C. & N.C. Board in relation to the construction certificate Rs. 2,000/- in 2018 vide R.M.B.No. 5574/SE-D/23/06/2018.

33. Waiver of charges Rs. 200,000/- per TDR vide R.M.B.No. 5574/SE-D/23/06/2018.

34. Complete Construction Charges Rs. 20,000/- per TDR vide R.M.B.No. 5574/SE-D/23/06/2018.

35. Rs. 125,000/- per TDR for development charges in the proposed Development site.

36. Rs. 25,000/- per TDR for development charges in the proposed Development site.

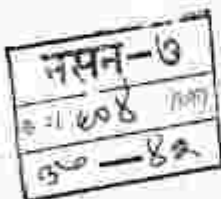
37. Rs. 25,000/- per TDR for development charges in the proposed Development site.

38. Rs. 25,000/- per TDR for development charges in the proposed Development site.

39. Rs. 25,000/- per TDR for development charges in the proposed Development site.

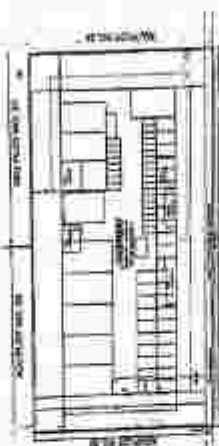
40. Rs. 25,000/- per TDR for development charges in the proposed Development site.

41. SMC Tax for Vacant plot shall be paid before completion.



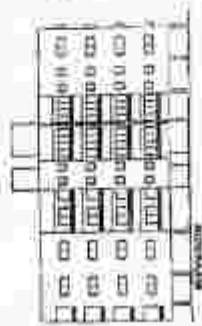
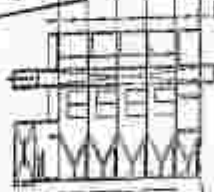
NO. LND/PHKANATWAD/DCN/1802/2018
Nashik, D-28 September, 2018
Copy to: Divisional Officer

Respective Engineer
(Town Planning)
Nashik Municipal Corporation



OFFICE BUILDING - 100' x 100'

100' x 100'



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