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9] **Family Unit [Flat] No. B - 9 :-**

Apartment No. B - 9 it is a Apartment on the **Second Floor**, admeasuring **42 . 39 Sq. Mtrs.** Carpet Area with usable area of balcony.

Name of Owner :-

- 1] SHRI. KIRAN RAOSAHEB PAWAR
- 2] MRS. BHARTI KIRAN PAWAR

[Agreement For Sale Registered vide Sr. No. NSN - 3/ 03603 / 2020 dated : 24 / 07 / 2020]

10] **Family Unit [Flat] No. B - 10 :-**

Apartment No. B - 10 it is a Apartment on the **Second Floor**, admeasuring **43 - 08 Sq. Mtrs.** Carpet Area with usable area of balcony.

Name of Owner :-

- 1] SHRI. RAHUL BHAGWAN INKAR
- 2] MRS. CHANDRAKALA BHAGWAN INKAR

[Agreement For Sale Registered vide Sr. No. NSN - 3/ 01971 / 2021 dated : 01/ 03 / 2021]

11] **Family Unit [Flat] No. B - 11 :-**

Apartment No. B - 11 it is a Apartment on the **Second Floor**, admeasuring **43 . 08 Sq. Mtrs.** Carpet Area with usable area of balcony.

Name of Owner :-

- 1] SHRI. SUNIL DILIP SHIG ZANZOTAD
- 2] MRS. RITU SUNIL SHIG ZANZOTAD

[Agreement For Sale Registered vide Sr. No. NSN - 3/ 07518 / 2020 dated : 19 / 12 / 2020]

12] **Family Unit [Flat] No. B - 12 :-**

Apartment No. B - 12 it is a Apartment on the **Second Floor**, admeasuring **39 . 99 Sq. Mtrs.** Carpet Area with usable area of balcony.

Name of Owner :-

- 1] SHRI. DEEPAK RAMESH PATIL
- 2] MRS. MEENABAI RAMESH PATIL

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[Agreement For Sale Registered vide Sr. No. NSN - 3/ 07517 / 2020 dated : 19 / 12 / 2020]

THIRD FLOOR :-

13] Family Unit | Flat | No. B - 13 :-

Apartment No. B - 13 it is a Apartment on the **Third Floor**, admeasuring **43 . 28 Sq. Mtrs.** Carpet Area with usable area of balcony.

Name of Owner :-

- 1] **SHRI. VISHNU GANPATRAO JUMBADE**
- 2] **MRS. YASHODA VISHNU JUMBADE**

[Agreement For Sale Registered vide Sr. No. NSN - 3/ 02706 / 2021 dated : 11 / 01 / 2021]

14] Family Unit | Flat | No. B - 14 :-

Apartment No. B - 14 it is a Apartment on the **Third Floor**, admeasuring **49 . 06 Sq. Mtrs.** Carpet Area with usable area of balcony.

Name of Owner :-

- 1] **SHRI. KISHOR YOGRAJ ATTARDE**
- 2] **MRS. VANDANA KISHOR ATTARDE**

[Agreement For Sale Registered vide Sr. No. NSN - 3/ 02706 / 2020 dated : 08 / 06 / 2020]

15] Family Unit | Flat | No. B - 15 :-

Apartment No. B - 15 it is a Apartment on the **Third Floor**, admeasuring **42 . 39 Sq. Mtrs.** Carpet Area with usable area of balcony.

Name of Owner :-

- 1] **SHRI. BHARAT NARAYAN INGALE**
- 2] **MRS. BHAGYASHRI BHARAT INGALE**

[Agreement For Sale Registered vide Sr. No. NSN - 3/ 06879 / 2020 dated : 04 / 12 / 2020]

16] Family Unit | Flat | No. B - 16 :-

Apartment No. B - 16 it is a Apartment on the **Third Floor**, admeasuring **43 . 08 Sq. Mtrs.** Carpet Area with usable area of balcony.

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Name of Owner :-

- 1) SHRI. JEEVAN DINKAR ADHAGALE
- 2) MRS. VANDANA JEEVAN ADHAGALE

[Agreement For Sale Registered vide Sr. No. NSN - 3/
0490 / 2021 dated : 18 / 01 / 2021]

17] Family Unit [Flat] No. B - 17 :-

Apartment No. B - 17 it is a Apartment on the Third Floor, admeasuring 43 . 08 Sq. Mtrs. Carpet Area with usable area of balcony.

Name of Owner :-

- 1) SHRI. ASHOK MADHAVRAO KADALE
- 2) MRS. SHAILA ASHOK KADALE

[Agreement For Sale Registered vide Sr. No. NSN - 3/
02456 / 2021 dated : 12 / 01 / 2021]

18] Family Unit [Flat] No. B - 18 :-

Apartment No. B - 18 is a Apartment on the Third Floor, admeasuring 39 . 99 Sq. Mtrs. Carpet Area with usable area of balcony.

Name of Owner :-

- 1) SHRI. AMOL DADA DAGHALE
- 2) MRS. HIRA AMOL DAGHALE

[Agreement For Sale Registered vide Sr. No. NSN - 3/
05251 / 2020 dated : 09 / 10 / 2020]

FOURTH FLOOR :-

19] Family Unit [Flat] No. B - 19 :-

Apartment No. B - 19 is a Apartment on the Fourth Floor, admeasuring 54 . 10 Sq. Mtrs. Carpet Area with usable area of balcony.

Name of Owner :-

- 1) SHRI. MANOM RAMASILSH SHARMA
- 2) MRS. REENA MANOM SHARMA

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[Agreement For Sale Registered vide Sr. No. NSN - 3/02707 / 2020 dated : 08 / 06 / 2020]

20] **Family Unit [Flat] No. B - 20 :-**

Apartment No. B - 20 it is a Apartment on the **Fourth Floor**, admeasuring **60 . 84 Sq. Mtrs.** Carpet Area with usable area of balcony.

Name of Owner :-

- 1] **SHRI. KIRAN JAGANNATH BHOSALE**
- 2] **MRS. MINAKSHI KIRAN BHOSALE**

[Agreement For Sale Registered vide Sr. No. NSN - 3/02431 / 2020 dated : 20 / 03 / 2020]

21] **Family Unit [Flat] No. B - 21:-**

Apartment No. B - 21 it is a Apartment on the **Fourth Floor**, admeasuring **52 . 08 Sq. Mtrs.** Carpet Area with usable area of balcony.

Name of Owner :-

- 1] **SHRI. NILESH AABA BHOSALE**
- 2] **MRS. RESHMA NILESH BHOSALE**

[Agreement For Sale Registered vide Sr. No. NSN - 3/05233 / 2020 dated : 09 / 10 / 2020]

22] **Family Unit [Flat] No. B - 22 :-**

Apartment No. B - 22 it is a Apartment on the **Fourth Floor**, admeasuring **51 . 83 Sq. Mtrs.** Carpet Area with usable area of balcony.

Name of Owner :-

SHRI. KALPESH RAJENDRA NERKAR

[Agreement For Sale Registered vide Sr. No. NSN - 3/07843 / 2020 dated : 26 / 12 / 2020]

7] i) That the right, title and interest of each owner of a family unit in the general common area and facilities as listed and their proportionate share in the profits and common expenses in the restricted common areas and facilities as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of **BHAGYALAXMI AASTHA APARTMENT** condominium is as per area of family units acquired by the unit holders.

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ii) That the right, title and interest of each owner of unit in the said building in the restricted areas and facilities as per their proportionate share in the profits and common expenses in the said restricted common areas and facilities as well as the proportionate representation for voting purposes with respects to the said restricted and common areas & facilities in the meeting of the Association of Apartment owners of the said **BHAGYALAXMI AASTHA APARTMENT** Condominium as given below is based in the proportionate value of each family Unit to the total value of all the Units as follows :-

**PERCENTAGE OF VOTING RIGHTS & OWNERSHIP
IN THE LAND / COMMON AREA AND FACILITES OF
THE UNIT HODERS :-**

FAMILY UNIT [SHOP & FLAT] NO PERCENTAGE

GROUND FLOOR

SHOP

1	0.81 %
2	0.86 %
3	1.00 %
4	1.00 %
5	0.44 %
6	0.59 %

A WING FLAT

FIRST FLOOR

1	2.55 %
2	2.73 %
3	3.50 %

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SECOND FLOOR

4	2.55%
5	2.54%
6	3.50%

THIRD FLOOR

7	2.55%
8	2.54%
9	3.50%

FOURTH FLOOR

10	2.55%
11	2.54%
12	3.50%

Total 12 Units

B WING FLAT

FIRST FLOOR

1	
2	2.60%
3	2.95%
4	2.55%
5	2.90%
6	2.59%
	2.63%

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SECOND FLOOR

7	2.60 %
8	2.95 %
9	2.55 %
10	2.59 %
11	2.59 %
12	2.40 %

THIRD FLOOR

13	2.60 %
14	2.95 %
15	2.55 %
16	2.59 %
17	2.58 %
18	2.40 %

FOURTH FLOOR

19	3.26 %
20	3.68 %
21	3.13 %
22	3.12 %

Total 40 Units	100 %
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SHOP UNITS : 06 , & A - WING : 12 UNITS & B - WING : 22 UNITS TOTAL 40 UNITS ... TOTAL : 100 %

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- iii] The proportionate representation for voting purpose provided in [i] hereof may be limited in accordance with the provisions of the Bye Laws attached hereto as Exhibit-B.
- iv] Apartment and the percentage of undivided interest in the restricts common areas and facilities appearing to the Apartment. [each Apartment] are not encumbered in any manner whatsoever on the date of this Declaration.
- 8] That the Administration of **BHAGYALAXMI AASTHA APARTMENT** condominium consisting as aforesaid of the building and parcel of land described in the Schedule and para 6 of this declaration shall be in accordance with the provisions of this declaration and with the provisions of the bye laws which are made a part of this declaration and are attached here to as Exhibit-B.
- 9] That as appear above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act 1970. All the apartment units are conveyed and registered as individual properties capable of independent use on account of each having its own exit to a restricted common areas and family of the building, each family unit owner having as exclusive and particular right, title and interest over his respective family unit and in addition the specified undivided interest in the restricted common areas and facilities.
- 10] That for the purposes of stamp duty and registration fees to be imposed on the registration of this Declaration of Apartment under Sec. 13 [5] the value of the **BHAGYALAXMI AASTHA APARTMENT** condominium is not arised.
- 11] That as long as the Grantors are released their all rights, interest in favour of the Family Unit holders i.e. members of Association of Apartment Owners by this indenture.
- 12] That the general & or restricted common areas and facilities shall remain undivided and no Apartment owner shall bring any action for partition of division thereof.
- 13] That the percentage of the undivided interest in the restricted common areas and facilities established herein shall not be charged except with the unanimous consent of all the apartment owners expressed in amendment of this declaration duly registered.
- 14] That the undivided interest in the restricted common area and facilities shall not be separated from the family unit to which it appertains and shall be deemed conveyed or encumbered with

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the unit even though such interest is not expressly mentioned of described in the conveyance or other instrument.

- 15] That each apartment owner shall comply with the provisions of this declaration the bye-laws decision 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 injunctive relief.
- 16] 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 the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation of amendment or removal of the property from the plan by duly registered instruments.
- 17] That no 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 common areas and facilities or by the abandonment of his family unit.
- 18] All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only [1] charge if any on the family unit for payment of Government or Municipal Taxes or both and [2] all sums unpaid on a first mortgage of apartment.
- 19] That all present or future owners, tenants, future tenants or any person that might use the facilities of the building in any manner are subject to the provisions of this declaration and that the mere acquisition more act of provisions of this declaration are accepted and ratified. The respective family unit shall not be rented or given on leave and license or care taker basis by the apartment owners hereof for transient or hotel purposes, which shall be defied as (a) rental compensation or compensation for any period less than thirty days of [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 of the respective family units shall have absolute right to lease such unit or give it and leave and license or care take basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the bye laws in Exhibit-B attached hereto.

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- 20] That if the property subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed the reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act 1970.
- 21] That where a family unit is sold by a mortgagee in exercise of his powers of sale under an English Mortgage against the owner of such family unit then neither the mortgagee nor the purchaser who derives title to the family unit at such sale or his successors or assigns shall be liable for assessments by the associations which become due prior to the acquisition of the 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 assessment and enforcing same as provided by law and that such charge shall be sub-ordinate to such mortgage.
- 22] That the Grantor not liable to pay and bear the unpaid assessment and all the out goings in respect to the land below the building because possession is delivered to the grantees. That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable for all unpaid assessment by the association of apartment owners against the representative share of the common expenses up to the time of the grant or conveyance without prejudice to the grantees right to recover from the grantor the amounts paid by the grantees thereof. However, any such grantee shall be entitled to a statement from the manager or Board of Managers of the association and such grantee shall not be liable for not shall the family unit conveyed be subject to a charge for any unpaid assessment made by the association of apartment owners against the grantor in excess of the amount therein set forth.
- 23] 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 owners for the same will be necessary and in pursuance of the resolution passed and the Board of Managers will be entitled to effect such amendment to the declaration provided such amendment is registered.
- 24] The service of the notice and or 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 to the Board of Managers in writing.

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SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of the land of Plot No. 3 admeasuring 294 Sq. Mtrs., Plot No. 4 admeasuring 294 Sq Mtrs. & Plot No. 5 admeasuring 328 . 63 Sq Mtrs totally admeasuring 916 . 63 Sq Mtrs | i.e. Plot No. 3 + 4 + 5 admeasuring 916 . 63 Sq Mtrs assessed for Plot No. 3 + 4 N. A. Rs. 299 = 88 Paise & Plot No. 5 N. A. Rs. 335 = 20 Paise | Out of 61 / 1 A / 1 + 61 / 1 B / 1 | i.e. New No. 61 / 1 A / 1 / 61 / 1 B / 1 / Plot / 3 4 5 Area 916 . 63 Sq. Mtrs. | Situated at GANGAPUR, Tal & Dist : Nashik & within the limits of Nashik Municipal Corporation Nashik and is bounded as under :-

On or towards :-

Towards East	:	Plot No. 2
Towards West	:	9.15 Meter Colony Road
Towards South	:	S. No. 61 - 1 / A 2 + 61 - 1 B 2
Towards North	:	9.15 meter Colony Road.

On the aforesaid plot property a building is constructed thereon and known as BHAGYALAXMI AASTHA APARTMENT consisting with Shops & Two Wings i. e. A Wing & B Wing with Ground, First, Second, Third & Fourth Floor with 34 [Thirty Four] Residential Flat Units i. e. 12 units in A Wing & 22 Units in B Wing & Commercial Shop 06 Units & entire Ground Floor is utilized for common parking which is fully described in clause 6 of this Declaration] with compound wall & entrance gate & with under ground & overhead water tank, common Municipal water connection, borewell with pump & common electric connection & Lift with generator.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR HANDS ON THIS DECLARATION OF APARTMENT HEREUNTO AT NASHIK ON THE DAY AND YEAR FIRST WRITTEN HEREINABOVE :

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SIGNED SEALED DELIVERED

BY THE WITHIN NAMED

GRANTORS

M/S. BHAGYALAXMI BUILDERS & DEVELOPERS
THROUGH PARTNERS

1] SHRI. SHRIKANT PRAKASH MANDALE



[Signature]

2] SHRI. YOGRAJ PRAKASH MANDALE



[Signature]

WITNESSES :

1] *[Signature]*
(Meena Kaphale)

2] *[Signature]*
S.G. Kothavale

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EXHIBIT - A

7 / 12 EXTRACT OF THE PLOTS, SANCTIONED BUILDINGPLAN, COMMENCEMENT CERTIFICATE & COMPLETION CERTIFICATE AND RELATED DOCUMENTS ATTACHED HEREWITH.

EXHIBIT - B

BYE LAWS OF BHAGYALAXMI AASTHA APARTMENT

CHAPTER - I

1] Short Title & Application :-

These bye laws may be called the Bye Laws of the BHAGYALAXMI AASTHA APARTMENT Condominium. The provisions of these bye laws apply the BHAGYALAXMI AASTHA APARTMENT Condominium.

All present or future owners, tenants or their employees or any other persons that might use the facilities of the building in any manner, are subject to the regulations as forth in these bye laws.

The mere acquisition or rental or taking on license of any of the family units (hereinafter referred to as the Units) of the building or mere act of occupancy of any of the said units will signify that these bye laws are accepted notified and will be complied with.

2] Definitions :-

In these bye laws unless the context requires otherwise

- Act means the Maharashtra Apartment Ownership Act 1970.
- Association means the association of all the apartment owners constituted by such owners for the purpose of the BHAGYALAXMI AASTHA APARTMENT Condominium.
- Board means a Board of Managers consisting of persons all of who shall be owners of Apartment in the BHAGYALAXMI AASTHA APARTMENT Condominium.
- Building means the building located at Plot No. 3 + 4 + 5 of S. No. 61 / 1 A / 1 + 61 / 1 B / 1 [i.e New No. 61 / 1 A / 1 / 61 / 1 B / 1 / Plot / 3 + 5 situated at GANGAPUR , admeasuring 916. 63 sq. Mts. And

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known as the BHAGYALAXMI AASHTA APARTMENT condominium and includes the land forming part thereof.

- e] Declaration means the declaration, which the sole owners of the building or all the owners of the building have executed registered as provided in the Section.
- f] Majority of Owners means those owners holding 51 percent of the votes in the accordance with the percentages assigned in the Declaration.
- g] Owners or Apartment Owner means the person owning an apartment in BHAGYALAXMI AASHTA APARTMENT Condominium.
- h] Section means a section of the Act.
- i] Unit means a family unit in the BHAGYALAXMI AASHTA APARTMENT Condominium.
- j] Registrar means the Registrar of the Co- Operative Societies.

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

3] Apartment Ownership :-

The building Located at GANGAPUR Tal & Dist NASHIK known as BHAGYALAXMI AASHTA APARTMENT Condominium is submitted to the provisions of the Act.

4] Objected of Association :-

- 1] The objects of Associations shall be -
 - a] To be and to Act as the Association of Apartment Owners of the building called herein called the said building who have filed their respective Declarations submitting their Apartments to the provisions of the Act.
 - b] To invest or deposit moneys.
 - c] To provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the Apartment Owners, and if necessary by raising loans for that purpose.

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- d] To retain and rent or license if possible, suitable portions of the common areas to outsiders for any purposes, and to distribute the common profits left after deducting the common expenses amongst the Apartment Owners as common profits or accumulate the same for building up a reserve fund.
- e] To provide for and do all and any of the matter provided in sub-section [2] of section 16 of the Act.
- f] To do all things necessary or and otherwise provide for their welfare expedient for the attainment of the objects specified in these Bye- Laws.
- 2] 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 apartment in the BHAGYALAXMI AASHTA APARTMENT Condominium and executed respective Declarations u/s submitting their apartment of provisions of the act shall automatically be the members of the associations and shall pay the same 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 byelaws on payment of One Hundred Rupees.
- 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 done shall automatically become a member of the association and shall be admitted as member on payment of the entrance fees of One Rupee. At the time of sale or transfer of any Shop & flat [unit] every incoming member should pay Rs. 10,000/- to the Association compulsorily. The shares held by the Apartment owner shall be transferred to the name of such purchaser or done on payment of One Rupee to the association.
- iii] On the death of an Apartment owner his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will or to the legal representative of this estate. In case he has not made any specific bequest of this apartment, the name of the legatee or the names of the legal representatives jointly shall be entered same in the register of apartment owners maintained by Secretary for the purpose of