

नसम-3
दस्तावेज (07/03)
92-63



(31) Commercial Unit - Shop No. 506 on Fifth Floor admeasuring 65.96 Sq. Mtrs. carpet area, Balcony area 9.93 sq. mtrs and Parking area 9.29 sq. mtrs.

Name of Owner -

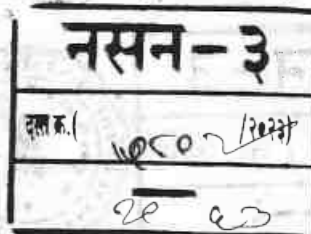
- [1] M/s. POONAM BUILDERS
- [2] MR. DEEPAK BHAGWANDAS MOTWANI
- [3] SIDDHARTH AJIT SURANA HUF
THROUGH ITS KARTA MR. SIDDHARTH AJIT SURANA
- [4] SHRENIK SHASHIKANT SURANA HUF
THROUGH ITS KARTA MR. SHRENIK SHASHIKANT SURANA
- [5] SAMYAK SUBHASH SURANA HUF
THROUGH ITS KARTA MR. SAMYAK SUBHASH SURANA
- [6] PIYUSH HIRALAL SURANA HUF
THROUGH ITS KARTA MR. PIYUSH HIRALAL SURANA

COMMON AREAS AND FACILITIES:-

- The entire land as described in the schedule on which the building stands.
- Underground water tank located in the front side margin and overhead water tank located on the roof of the building.
- Plumbing network throughout the building.
- Sanitary network throughout the building and septic tank located in the side margin.
- Electric wiring network throughout the building.
- Necessary electrical lighting network and common water connection throughout the building.
- Motor with pump set and in General all apparatus and installations existing for common use.
- Common meter for common electric consumption.
- Lift with battery backup.
- Staircase and passage.
- CCTV camera provision in the parking and common areas.
- One Borewell with pumpset.
- That all the owners shall maintain the building and common amenities at their own costs and expenses for which they shall collect the maintenance amount from each owners.
- Compound wall with M. S. gate.
- Fire Fighting System.

RESTRICTED AREAS:

- a) That except the apartment owners whom the Parking are granted no other owners shall have right, title and interest in the said allotted parking. All the other unallotted parking shall always remain with the grantors and the grantors shall be entitled to allot the said unallotted parking to any prospective purchasers.
- b) That the shop/office purchaser shall not keep any material or goods in the parking area and surrounding marginal space of the buildings.
- c) No outsider or visitor shall be entitled to park his vehicle within the compound of the building.
- f) That the shop/office owner/s has been made aware and that the shop/office owner/s expressly agrees that the regular wear and tear of the unit includes minor hairline cracks on the external and internal walls, excluding the RCC structure, which happens due to variations in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad



workmanship or structural defect. That it is the duty of the shop/office owners to keep the shop/office properly and duly painted from time to time.

- g) **The purchaser** shall not in any **circumstances** close the balcony by **permanent** construction or under **fabrication** so also shall not keep any flower pots in the balcony hanging outside the balcony.
- h) That all the owners shall maintain the building, cleaning, security, common meter and common lights, common water connection, pump set, etc. by collecting monthly or yearly amount as may be required and decided by all the flat owners from time to time.
- j) That amount of one time maintenance shall be deposited in the bank in the account of the association and the lift, power backup as well as other building maintenance and other common expenses shall be **borne and paid** by the **association** out of the **interest accrued from the said deposit** in the **bank**. So also in case there **is a short fall due to extra expenses** than **the accrued** interest, such **short fall** shall be collected from all the owners.
- k) In case any of the shop/office purchasers or any subsequent **purchaser** alters the shop/office in any manner he will be **responsible** for the damages to any adjoining or upper & lower owners or the local authority.
- l) No owners shall be permitted to changes, alter or enclose the windows, Grill size and balcony and sit out.
- m) The association shall be liable for the AMC of lift and Fire Fighting equipments from time to time at their own costs and expenses.
- n) That all the owners shall put their sign board in the place provided by **the grantor** as per the building plan and nowhere else and the said **sign board** shall be as per the site provided by the grantor.

SIXTH : (a) That the right, title and interest of each owner of a Commercial unit in the general / restricted common area and facilities as listed above and their proportionate share in the profits and common expenses in the general common areas and facilities as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of '**BUSINESS GALAXY APARTMENT**' Condominium is based on the proportionate area of each Commercial unit to the total area of the all Commercial units as follows :-

APARTMENT/FLAT NO.	PERCENTAGE
A wing	
Showroom/Shop No. 1	2.30%
Showroom/Shop No. 2	2.30%
Shop No. 3	1.34%
Shop No. 4	1.41%
Showroom/Shop No. 101	2.05%
Showroom/Shop No. 102	2.35%
Shop No. 103	1.50%
Shop No. 104	2.01%

नसम-३

क्र. 10507/4433

29-43



Office NO. 201	1.50%
Office NO. 202	2.06%
Office NO. 203	1.07%
Office NO. 204	1.07%
Office NO. 205	1.07%
Office NO. 206	2.01%
Office NO. 301	1.50%
Office NO. 302	2.06%
Office NO. 303	1.07%
Office NO. 304	1.07%
Office NO. 305	1.07%
Office NO. 306	2.01%
Office NO. 401	2.58%
Office NO. 402	1.11%
Office NO. 403	1.11%
Office NO. 404	1.07%
Office NO. 405	1.07%
Office NO. 406	1.61%
Office NO. 501	2.60%
Office NO. 502	1.11%
Office NO. 503	1.11%
Office NO. 504	1.07%
Office NO. 505	1.07%
Office NO. 506	1.61%
B wing	
Showroom/Shop No. 1	2.30%
Showroom/Shop No. 2	2.30%
Shop No. 3	1.34%
Shop No. 4	1.41%
Showroom/Shop No. 101	2.05%
Showroom/Shop No. 102	2.35%
Shop No. 103	1.60%
Shop No. 104	2.01%
Office NO. 201	1.50%
Office NO. 202	2.06%
Office NO. 203	1.07%
Office NO. 204	1.07%
Office NO. 205	1.07%
Office NO. 206	2.01%
Office NO. 301	1.50%
Office NO. 302	2.06%
Office NO. 303	1.07%
Office NO. 304	1.07%
Office NO. 305	1.07%
Office NO. 306	2.01%
Office NO. 401	2.60%

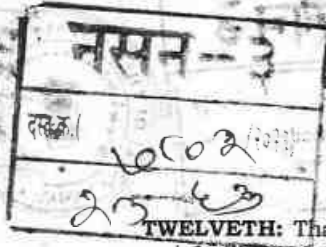


(b) The proportionate representation for voting purposes provided in (a) hereof may be limited in accordance with the provisions of the bye laws attached hereto as Exhibit B.

SEVENTH : That the Administration of Condominium consisting as aforesaid of the building and parcel of land described in the schedule 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 hereto as Exhibit B.

NINTH: That so long as the Grantors owns one or more of the Commercial units, the Grantors shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto and the Grantors convenience to take no action which will adversely affect the rights of the Association of Apartment Owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of the **'BUSINESS GALAXY APARTMENT'** Condominium.

ELEVENTH: That the percentage of the undivided interest in the 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.



TWELVETH: That the undivided interest in the restricted common areas and facilities shall not be separated from the Commercial 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 instrument.

THIRTIETH: That each 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.

FOURTEENTH : That the dedication of the property to the plan of apartment ownership herein shall not be revoked or the property removed from the plan of apartment ownership or any of the provisions herein amended unless all of the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation or amendment, or removal of the property from the plan by duly registered instrument.

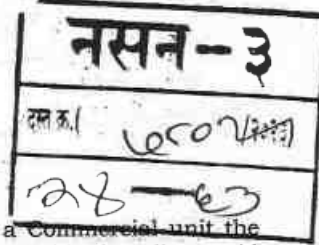
FIFTEENTH: That no owner of a commercial unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or common areas and facilities or by the abandonment of his commercial unit.

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

SEVENTEENTH: That all present or future owners, tenants, future tenants or any other 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 or rental of any of the Commercial unit 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 ratified. The owners of the respective Commercial unit shall have the absolute right, to lease such unit or give it and 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 Exhibit B attached hereto.

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

NINETEETH: That where a Commercial unit is sold by a mortgagee is exercise of his powers of sale under an English Mortgage against the owner of such Commercial unit, then neither the mortgagee nor the purchaser who derives title to the Commercial unit at such sale, or his successors or assigns shall be liable, for assessments by the association 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 laws, and that such charge shall be sub-ordinate to such mortgage.



TWENTEETH: That in a voluntary conveyance of a Commercial unit the grantee of the unit shall be jointly and severally liable for all unpaid assessments by the association of apartment owners against the respective share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee thereof. 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 account of the unpaid assessments against the grantor due to the association and such grantee shall not be liable for, nor shall the Commercial 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.

TWENTY FIRST: The amendment to this Declaration will be effected after passing a resolution to that effect in the meeting of the entire Apartment owners and for such resolution the consent of each apartment owner for the same will be necessary and in pursuance of the resolution passed the Board of Managers will be entitled to effect such amendment to the declaration provided such amendment is registered.

TWENTY SECOND: The service of the notice and/or summons or any type of the correspondence will be made at the address subsequently informed by the Apartment owners to the Board of Managers in writing.

SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of the property bearing **S. No. 610/587 bearing Plot No. 1/2 total admeasuring 1789-75 Sq. Mtrs. (FINAL PLOT NO. 108 AND 108A)** situated at Nashik, Tal. Dist. Nashik, within Nashik Municipal Corporation and within registration and sub registration district of Nashik bounded as follows:-

On or towards East	: By Plot No. 3
On or towards West	: By Property owned by Elite Marble
On or towards South	: By Plot No. 7,8 and 9
On or towards North	: By 12 Mtrs. Road

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

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
[1] M/s. POONAM BUILDERS through PARTNER
[A] MRS. POONAM SHRENIK SURANA



Signature of Mrs. Poonam Shrenik Surana



[B] MR. MANOJ ZUMBARLAL KHIVASARA

Signature of Mr. Manoj Zumbarlal Khivasara



नस-३
दस्तावेज (1650/2023)
गु-6



[2] MR. DEEPAK BHAGWANDAS MOTWANI

[Signature]



[3] SIDDHARTH AJIT SURANA HUF THROUGH ITS KARTA MR. SIDDHARTH AJIT SURANA

[Signature]



[4] SHRENIK SHASHIKANT SURANA HUF THROUGH ITS KARTA MR. SHRENIK SHASHIKANT SURANA

[Signature]



[5] SAMYAK SUBHASH SURANA HUF THROUGH ITS KARTA MR. SAMYAK SUBHASH SURANA

[Signature]



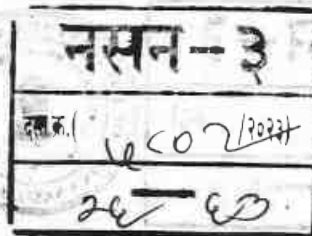
[6] PIYUSH HIRALAL SURANA HUF THROUGH ITS KARTA MR. PIYUSH HIRALAL SURANA (GRANTORS)

[Signature]

WITNESSES:-

1. *[Signature]*
Balu-e-mdi

2. *[Signature]*
Unesh S. Rao

**EXHIBIT "B"****BYE LAWS OF 'BUSINESS GALAXY APARTMENT' CONDOMINIUM****CHAPTER I****1) SHORT TITLE & APPLICATION**

These bye-laws may be called "the Bye-laws of the '**BUSINESS GALAXY APARTMENT** ' The provisions of these bye laws apply to the '**BUSINESS GALAXY APARTMENT** '.

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

The mere acquisition or rental or taking on license of any of the Commercial 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 ratified and will be complied with.

2) DEFINITIONS:

- 1) In these bye laws, unless the context requires otherwise.
- a) "Act" means the Maharashtra Apartment Ownership Act, 1970.
- b) "Association" means the association of all the Apartments Owners Constituted by such owners for the purpose of '**BUSINESS GALAXY APARTMENT ' CONDOMINIUM**.
- c) "Board" means a Board of Managers consisting of 3 persons all of whom shall be owners of Apartment in the '**BUSINESS GALAXY APARTMENT ' CONDOMINIUM**.
- d) "Building" means the building located on **S. No. 610/587 bearing Plot No. 1/2 total admeasuring 1789-75 Sq. Mtrs. (FINAL PLOT NO. 108 AND 108A)** situated at Nashik Tal. Dist. Nashik and known as the '**BUSINESS GALAXY 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 execute registered as provided in the section 2.
- g) "Owner " or "Apartment Owner" means the person owning apartment in the '**BUSINESS GALAXY APARTMENT ' CONDOMINIUM**.
- h) "Section" means a section of the Act.
- l) "unit" means a Commercial unit in the '**BUSINESS GALAXY APARTMENT ' CONDOMINIUM**.
- j) "Registrar" means the Registrar of the co-op. Societies.

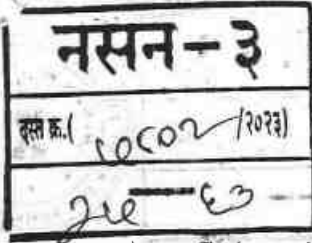
2) Words & expression used in these bye laws but not defined therein shall have the meaning respectively assigned to them in the act.

3) APARTMENT OWNERSHIP:

The Building located on the **S. No. 610/587 bearing Plot No. 1/2 total admeasuring 1789-75 Sq. Mtrs. (FINAL PLOT NO. 108 AND 108A)** situated at Nashik Tal. Dist. Nashik known as the '**BUSINESS GALAXY APARTMENT ' CONDOMINIUM** is submitted to the provisions of the Act.

4) OBJECT OF ASSOCIATION:

- 1) The objects of the association shall be :



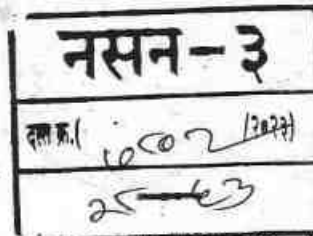
- a) To be and act as the association of the Apartment Owners of the building called **S. No. 610/587 bearing Plot No. 1/2 total admeasuring 1789-75 Sq. Mtrs. (FINAL PLOT NO. 108 AND 108A)** situated at Nashik, Tal. Dist. Nashik (Hereinafter called the "Said Building") who have filed their respective Declarations submitting their apartments to the provisions of the Act.
 - b) To invest or deposit moneys:
 - c) To provide for the maintenance, repair & replacement of the common areas & facilities by contributions from the apartment owners, and if necessary, by raising loans for that purpose:
 - d) To retain & rent or license if possible, suitable portions of the common areas to outsiders for commercial 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 all & do all & any of the matters provided in the 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 emergent necessity & to provide for the repayment thereof in lump-sum or in installments:
 - g) To establish & carry on, its own accounts or jointly within individuals or institutions, educational, physical, social & recuperative activities for the benefits of the Apartment Owners:
 - h) To frame rules, within the approval of the general meeting of the association & after consulting the Competent Authority & may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association:
 - i) To do all the things necessary or & otherwise provide for their welfare expedient for the attainment of the objects specified by the 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 THE ASSOCIATION:**

All persons who have purchased apartments in the '**BUSINESS GALAXY APARTMENT** ' **CONDOMINIUM** & executed respective Declarations u/s. 5 submitting their apartments to provisions of the act shall automatically be the members of the association, and shall pay the some of One Rupee as entrance fee & 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 Hundred Rupees.

2) Upon any Apartment owner selling his Apartment or absolutely conveying the same by way of gift under his will or otherwise, the Purchaser or Done shall automatically become a member of the Association, & shall be admitted as member on payment of the entrance of One Rupee. 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.

3) 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 representatives of his estate, in case he has not made any specific bequest (of the 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 the Secretary for the purpose of Administration of the '**BUSINESS GALAXY APARTMENT** '



CONDOMINIUM as apartment owner or ~~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 shares of the Association shall be issued in their joint names, but the person whose name stands first 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 owners holding the shares jointly).

8) DISQUALIFICATIONS:

No apartment owner shall be entitled to vote on the questions of the election of the members of the Board or the President, Secretary, Treasurer or any other office bearer or to be entitled to stand for election to such office if he is in arrears if any sum due from him in respect of his Contributions for common expenses, for more than Sixty days on the last day of the Board would take place.

CHAPTER - II
VOTING QUORUM AND PROXIES

9) VOTING:

Voting shall be on a percentage basis and the percentage of vote to which the owner is entitled is the percentage assigned to the Commercial unit or units in the Declaration.

10) QUORUM:

Except as otherwise provided in these bye-laws the presence in person of a majority of owners shall constitute a quorum.

11) VOTES TO BE IN PERSON:

Votes shall be cast in person.

CHAPTER - III
ADMINISTRATION

12) POWERS & DUTIES OF THE ASSOCIATION :

The association shall have the responsibility of administrating the '**BUSINESS GALAXY 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 the owners, casting votes in person.