



DOCUMENT No:-

6639

2013

**APARTMENT DECLARATION
OF
“ARKK AVENUE APARTMENT”**

10183

538/6639

पावती

Original/Duplicate

Saturday, August 26, 2023
2:00 PM

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 7754 दिनांक: 26/08/2023

गावाचे नाव: बेलतगळ्हाण

दस्तऐवजाचा अनुक्रमांक: नसन6-6639-2023

दस्तऐवजाचा प्रकार: डिक्सरेशन

सादर करणाऱ्याचे नाव: अर्क विल्डर्स ऑफ डेव्हलपर्स तरफे भागीदार विजय लालजीभाई छेडा यांचे स्पै.मु. राहुल मनोहर
शेळके (लिहून टेवणार/विल्डर/प्रमोटर)

नोंदणी फी	रु. 100.00
दसन हाताळणी फी	रु. 2500.00
पृष्ठांची संख्या: 125	

एकूण: रु. 2600.00

आपणास मूळ दस्ता, धनवेल प्रिंट, सूची-२ अंदाजे

2:20 PM ह्या वेळेस मिळेल.



Joint S.R. Nashik-6

वाजार मूल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 100/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0823262102078 दिनांक: 26/08/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु. 2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0823260401991 दिनांक: 26/08/2023

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रक्कम: रु. 100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007201665202324E दिनांक: 26/08/2023

बँकेचे नाव व पत्ता:





26/08/2023

सूची क्र.2

दुर्योग निवंधक : सह दु.नि. नाशिक 6

दस्त प्रमाण : 6639/2023

नोंदणी :

Regn:63m

गावाचे नाव : बेलतगळाण

(1) विलेश्वाचा प्रकार	हिंजनरेशन
(2) मोबदला	0
(3) बाजारभाव(माझे पटठवाऱ्या वावतितपटाकार आवारणी देतो की पटठवार ते नमुद करावे)	1
(4) भू-मापन, पोटहिस्ता व घरकमाळ(असल्यास)	1) पालिकेचे नाव: नाशिक इतर वर्णन : इतर माहिती: ता.जि. नाशिक पैकी मीजे बेलतगळाण या गांवचे शिवारातील व ग्राम पंचायत हड्डीतील मिळकत यांसी सर्वे नं. 48/5/व/1/48/6/2/1 यांसी एकूण क्षेत्र 2098.50 चौ.मी. याचील अर्क अँगेन्यु अपार्टमेंट या प्रोजेक्टमधील ए.विंग/विल्डींग व बी.विंग/विल्डींग(Survey Number : 48/5/व/1/48/6/2/1 ;)
(5) थेचमफल	1) 2098.50 चौ.मी.टांडर
(6) आवारणी किंवा जुडी देण्यात असेल तेच्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-अर्क विल्डर्स अँगड डेव्हलपर्स तर्फे भागीदार विजय लालजीभाई छेडा याचे रो.मु. राहुल मनोहर शेळके (लिहून ठेवणार/मिळकत भालक) वय:-27; पत्ता:-प्लॉट नं: 404, माळा नं: 4, इमारतीचे नाव: कर्मचूमी को-अॅप. होसिंग सोसायटी, ब्लॉक नं: हिंगवाला क्रॉसलेन, रोड नं: बाटकोपर पूर्व, मुंबई, महाराष्ट्र, MUMBAI, पिन कोड:-400077 पैन नं:-AARFA1117H 2): नाव:-1. अनुसयावाई आनंदा खाडे 2. सत्यभामाबाई दगु पाळदे 3. लक्ष्मीबाई रुजा धोगडे याचे रो.मु. अर्क विल्डर्स अँगड डेव्हलपर्स तर्फे भागीदार विजय लालजीभाई छेडा याचे रो.मु. राहुल मनोहर शेळके (लिहून ठेवणार/मिळकत भालक) वय:-27; पत्ता:-प्लॉट नं: 404, माळा नं: 4, इमारतीचे नाव: कर्मचूमी को-अॅप. होसिंग सोसायटी, ब्लॉक नं: हिंगवाला क्रॉसलेन, रोड नं: बाटकोपर पूर्व, मुंबई, महाराष्ट्र, MUMBAI, पिन कोड:-400077 पैन नं:-AARFA1117H
(8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करून दिल्याचा दिनांक	26/08/2023
(10) दस्त नोंदणी केल्याचा दिनांक	26/08/2023
(11) अनुकरणीक, घेंड व पृष्ठ	6639/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14) शेरा	

मुल्यांकनातील विचारात घेतलेला तपशील:- मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकार नुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकार नुसार आवश्यक नाही

मुद्रांक शुल्क आकाराताना निवडलेला अनुच्छेद

Affidavit



सूची क्र. II
नोंदणी नंबराची प्रश्ना प्रत
असाल बरहुकूम नियम
सह दुर्योग निवंधक नं. - २.
नाशिक - ६

ਨਸ਼ਨ-੬

संस्कृत क्र. (६६३८६ /२०२३)

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CHALLAN

MTR Form Number-6



GRN	MH007201665202324E	BARCODE			Date	26/08/2023-11:55:11	Form ID	25.1				
Department Inspector General Of Registration			Payer Details									
Stamp Duty Type of Payment Registration Fee			TAX ID / TAN (If Any)									
			PAN No.(If Applicable)		AARFA1117H							
Office Name NSK6_NASHIK 6 JOINT SUB REGISTRAR			Full Name		Arkk Buildes and Developers							
Location NASHIK												
Year 2023-2024 One Time			Flat/Block No.		S.No.48/5/B/1/48/6/2/1							
Account Head Details			Amount In Rs.		Premises/Building							
0030046401 Stamp Duty			100.00		Road/Street		Arkk Avenue A and B Wing					
0030063301 Registration Fee			100.00		Area/Locality		Belatghāvan Tal.Dist. Nashik					
							Town/City/District					
					PIN		4	2	2	4	0	1
					Remarks (If Any)							
					SecondPartyName=Apartment Declaration~							
Total.			200.00		Amount In	Two Hundred Rupees Only						
Payment Details			IDBI BANK		FOR USE IN RECEIVING BANK							
Cheque-DD Details			Bank CIN	Ref. No.	69103332023082611992		2825355730					
Cheque/DD No.				Bank Date	RBI Date	26/08/2023-11:56:16		Not Verified with RBI				
Name of Bank				Bank-Branch		IDBI BANK						
Name of Branch				Scroll No. , Date		Not Verified with Scroll						

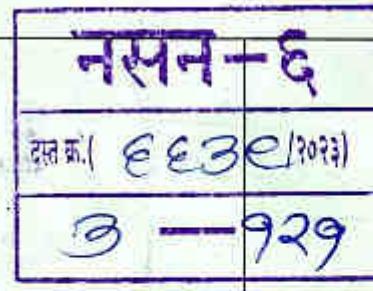
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9021923444
सदर चलन क्षेत्र दूर्योग निवारण कार्यालयात नोंदणी करावयाच्या दस्तऐवासाठी लागू आहे. नोंदणी न करावयाच्या दस्तऐवासाठी सदर चलन लागू नाही.

Buker

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0823260401991	Date	26/08/2023
<p>Received from Self, Mobile number 9021923444, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Nashik 6 of the District Nashik.</p>			
Payment Details			
Bank Name	IBKL	Date	26/08/2023
Bank CIN	10004152023082601904	REF No.	2854355946
<p>This is computer generated receipt, hence no signature is required.</p>			



Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0823262102078	Date	26/08/2023
<p>Received from Self, Mobile number 9021923444, an amount of Rs.500/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Nashik 6 of the District Nashik.</p>			
Payment Details			
Bank Name	IBKL	Date	26/08/2023
Bank CIN	10004152023082601988	REF No.	2854357068
<p>This is computer generated receipt, hence no signature is required.</p>			



Stamp Duty Rs. 100
Registration Fees Rs.100

APARTMENT DECLARATION

(Apartment Declaration under Maharashtra Apartment Ownership Act, 1970)

THIS DECLARATION OF APARTMENT is made and executed at Nashik,
 on SATURDAY this 26th day of AUGUST 2023

BY

- 1] MRS. ANUSAYA ANANDA KHADE
- 2] MRS. SATYABHAMABAI DAGU PALDE
- 3] MRS. LAXMI RUNJA DHONGADE

Through General Power Of Attorney Holder ARKK BUILDERS AND DEVELOPERS PARTNERSHIP FIRM THROUGH PARTNER MR. VIJAY LALJIBHAI CHHEDA Age: 44 years. Occupation: - Agriculture and Business; PAN-AARFA1117H

Having his/its Address at "404, Karmabhoomi, CHSL, Hingwala Cross Lane, Ghatkopar (East), Mumbai-400077;

Hereinafter referred to as the **GRANTORS NO 1 (LAND OWNER)** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators, assigns, etc.) of the **First Part**.

ARKK BUILDERS AND DEVELOPERS,,
 A Partnership Firm, (PAN: AARFA1117H)

THROUGH ITS PARTNER MR. VIJAY LALJI CHHEDA Age: 44 years. Occupation: - Agriculture and Business;

HAVING REGISTERED OFFICE AT "404, Karmabhoomi, CHSL, Hingwala Cross Lane, Ghatkopar (East), Mumbai-400077.

Hereinafter referred to as the **GRANTORS NO 2 (LANDOWNER/ BUILDERS & DEVELOPERS/ PROMOTER)** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators, assigns, etc.) of the **Second Part**.

FIRST : WHEREAS Promoter/Grantor no 2 seized & possessed of the properties bearing Survey No.48/5B/1 admeasuring 2200 Sq Mtr, Survey No 48/6/2 area admeasuring 1450 Sq Mtrs, And Survey No 48/6/2 area admcasuring 600 Sq Mtr which is Possessed through Development Agreement situated at Village Belatgaon, Tal. & Dist. Nashik, within the limits of Nasik Town Planning Authority.

AND WHEREAS the property bearing Survey No. 48/5B/1 admeasuring 2200 Sq Mtr & Survey No 48/6/2 area admeasuring 1450 Sq Mtrs, situated at Village Belatgaon, Tal. & Dist. Nashik, within the limits of Nasik Town Planning Authority Board, were purchased by the Developer from Bababai Palde (Alias Ratnabai Palde) & Other Three, by way of registered Sale Deed. The said Sale Deed was registered in the Office Of the Joint Sub Registrar Class II, Nashik - 2, vide document Serial No. 5607/2015, Dated:- 17.07.2015. The name of the Developer partnership



firm was thus mutated in the record of rights wide Mutation Entry No. 6910.

AND WHEREAS the property bearing Survey No. 48/6/2 area admeasuring 600Sq Mtr which is Possessed through Development Agreement with Anusayabai Ananda Khade & Other Two registered in the Office of the Joint Sub Registrar Class II, Nashik - 2, vide document Serial No. 6453/2014, Dated:- 04.08.2014. And General Power of Attorney registered in the Office of the Joint Sub Registrar Class II, Nashik - 2, vide document Serial No. 6454/2014, Dated:- 04.08.2014. The name of the Developer partnership firm was thus mutated in the record of rights wide Mutation Entry No. 6763.

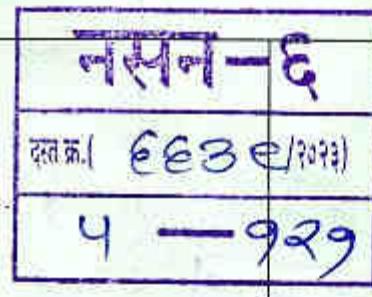
AND WHEREAS the above mentioned property is converted into Non-Agriculture purpose by Sub Divisional Office Nasik wide their N.A. Order No. Jama/N.A.S.R/119/2014, Dated 16.10.2015;

AND WHEREAS as per the order of Assistant Director Of Town planning Nashik order no. village Belatgavhan tal. Dit. Nashik Survey no. 48/5B/1 and 48/6/2 san. Sa. na. 2530 dated 20/09/2016 the Survey No. 48/5B/1 and 48/6/2 is Sub Divided into four plots and Separate plot no. was given them as follows:-

1. Plot No. 1 Admeasuring 2098.50 Sq. Mtr. (For Construction)
Survey no -48/5/B/1/48/6/2/1
2. Plot No. 2 Admeasuring 425.00 Sq. Mtr. (Open Space)
Survey no -48/5/B/1/48/6/2/2
3. Plot No. 3 Admeasuring 1301.00 Sq. Mtr. (For Road)
Survey no -48/5/B/1/48/6/2/3
4. Plot No. 4 Admeasuring 425.50 Sq. Mtr. 9 (For Amenity Plot)
Survey no -48/5/B/1/48/6/2/2

From these plots Plot No. 1 i.e Survey no - 48/5/B/1/48/6/2/1 admeasuring 2098.50 Sq Mtr is the subject matter of the present Apartment Declaration over which "ARKK AVENUE APARTMENT" consisting of "A" building/ wing & "B" Building/ Wing is constructed. ("Herein after referred to as the said apartment land")

SECOND : That the Grantor no 2 have constructed a building/PROJECT named as "ARKK AVENUE APARTMENT" consisting of Flats/Family units, constructed upon the area of 2098.50 Sq Mtr herein after called as "said apartment land" more particularly described in schedule hereunder written. The aforesaid Apartment declaration Consists of 86 (Eighty Six) number includes Flats/Family units constructed as per Building plans attached hereto and approved by Nagar Rachna Vibhag, Nahik (NMRDA) & Sub Divisional Office Nasik (In the Limits of Town Planning Authority Nasik),official order



No.JAMABANDI/KAJI/473/2016 , Dated:11.01.2017 accordingly the Builders/Developers Commenced and Completed the construction work as per sanctioned Plan & have obtained **OCCUPANCY CERTIFICATE** from **NASHIK METROPOLITAN REGION DEVELOPMENT AUTHORITY NASHIK (NMRDA)** Dated 31/05/2022 vide letter no. JA.KR.NAMPRVIPRA/BHOGVATA/MAU.BELATGAON,TANASHIK/G AT NO- 48/5B/1& 48/6/2/1 -1353 Dated 19.06.2023

AND WHEREAS the "ARKK AVENUE" project is registered under the having Registration No. P51800003639 dated 06/08/2017 under Maharashtra Real Estate Regulatory Act 2016.

WHEREBY the Grantor no 2 is authorized to construct building on the said property by utilizing the entire FSI in the said property and sell the Residential family Units constructed on the aforesaid Land property in favor of any prospective purchaser/s/ Buyer/s.

THIRD: That Grantor no 2 in consistence with the ownership rights of above said property have constructed a Project known as "**ARKK AVENUE APARTMENT**" consisting of "**A**" building/ wing & "**B**" Building/ Wing (hereinafter referred to as the said Building/Apartment) on the said property as per the Building plan annexed to this indenture which is duly approved by the Nagar Rachna Vibhag, Nahik (NMRDA) & Sub Divisional Office Nasik (In the Limits of Town Planning Authority Nasik), and accordingly the Builders / Developers have obtained Completion Certificate from **NASHIK METROPOLITAN REGION DEVELOPMENT AUTHORITY, NASHIK (NMRDA)**

FOURTH: That the said building consists of **86 (Eighty Six)** units consisting of, Flats/Family units. All the Family units are all capable of individual utilization on account of having their own exit to a common area and facility of the said building and the apartment are be sold to one or more joint owners, each owner obtaining particular and exclusive property right thereto and each apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the state (Hereinafter referred to as the 'family units') and also an undivided interest in the general and/or common areas and facilities of the said building as listed hereinafter necessary for their adequate use and enjoyment and hereinafter referred to as the general and/or common areas and facilities, all of the above are in accordance with the Maharashtra Apartment Ownership Act 1970.

FIFTH: That the aforesaid building Consisting of **86 (Eighty Six) Flats** has approximate Carpet area+Adjacent Balcony Etc Area of **3775.64 Sq Mtr**.

SIXTH: That the condominium shall be known as "**ARKK AVENUE APARTMENT**" and that the family units common area and facilities of the building will be as follow:



A. RESIDENTIAL UNITS :

There are altogether 86 Units described as under:

Flats in A-Wing/Building	=	43 Nos.
Flats in B-Wing/Building	=	43 Nos.
Total units	=	<u>86 Nos.</u>

The approximate measurements of the family unit include all the outside walls and one half of block partitions excluding bearing walls. Proportionate area of Individual staircase (if any) and landing. The principle structure of this building is RCC type frame work, brick / block walls, wooden doors and such other material as per the consent of all the apartment owners.

B. COMMON AREA AND FACILITIES :

Following described areas and facilities shall be treated as properties of the entire Family unit & each family unit shall have his interest and rights in the said common area and facilities proportionate to his ownership percentage as described in detailed Exhibit "A" attached herein after the particular of the said Common areas and facilities are as under:-

- (a) All that piece and parcel of land as described in the schedule written hereunder;
- (b) Following facilities are located throughout the building:-
 - i. The staircase and staircase landing referred to in this Declaration are the common areas to be used by the Residential Family units situated in the building which leads from the ground to the roof of the Building's.
 - ii. Common Underground or Overhead water tank for all the Buildings.
 - iii. Plumbing network throughout the Building's.
 - iv. Sanitary network throughout the building's and septic tank and/or soak pit if any located in the side margin.
 - v. Electric wiring network throughout the building's.
 - vi. Necessary electrical lighting network and common water connection throughout the Building's.
 - vii. Motor with pump set and in general all apparatus and installations existing for common use
 - viii. Common meter for common electricity consumption.

That except the apartment owners whom common areas allotted no other apartment owners shall have any right, title and interest in the common area. The

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rights of the Main Excess Road Area/Colony Road shall always be with the Grantor i.e. Builders / Developers and the Grantor no 2 have Full Rights to use the road. The Common road/Colony Road to be use by all the family unit but the Grantor reserve all the exclusive right over the Common road/Colony Road. The Grantor no 2 i.e. Builders / Developers is at liberty to use or authorizes anyone to use the said Main Excess Road/Pathway as the approached on behalf of the grantor Grantor no 2. The Grantor no 2 has exclusive right over pathway/Main excess Road. and residents of "ARKK AVENUE APARTMENT" shall have no right to object the said use

C. RESTRICTED FACILITIES

The Proposed apartment building is constructed on the basis of F.S.I approved by the competent authority. In case of any increase in the F.S.I. Rules, thereby allowance of further construction the said right of further construction over the building and over the terrace is strictly or over adjoining or any other property of the grantor no 2 is reserved by the Grantor no 2 and in that case, the Grantors no 2 will have exclusive right to construct the upper floors over the said building and dispose of either constructed portion or the right to construct, in any manner as it deems fit. No purchaser of the "ARKK AVENUE APARTMENT" will be entitled to raise any objection or dispute for such grant of additional F.S.I. and it's utilization by the grantor no 2.

SEVENTH : (a) That the right, title and interest of each owner of a family unit in the general / 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 "ARKK AVENUE APARTMENT" is based on the proportionate area of each family unit to the total area of the all family units are shown in **EXHIBIT 'A'**, annexed herewith..

(b) The proportionate representation for voting purposes & also proportionate share in profit & expenses both provided in (a) hereof may be limited in accordance with the provisions of the bye laws attached hereto as **Exhibit 'B'**

(c) No claims from Apartment Family Unit Members should be made on the Colony Road, Approach, Main Excess Roads, Open Space, Amenity Plot of Apartment Buildings the right, interest of the Main access road will remain with the Grantor no 2/Builder

EIGHTH: 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 as appear plans of apartment ownership is hereby constituted under and subject to the provisions of the Apartment Ownership Act 1970, so that all the family units may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to common

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areas and family of the building, each family unit owner having an exclusive and particular right, title and interest over his respective family unit

TENTH: That the stamp duty and registration fees to be imposed on the registration of this Declaration and Deed of Apartment is Rs 100 & the Stamp duty & Registration Fees for each family unit is paid or to be paid on the registration to their respective agreement to sale/Sale deed or any other Document & therefore no separate figure for Land Cost & cost of construction is required.

ELEVENTH: That the General common areas and facilities shall remain undivided and no apartment owner shall bring any action for partition of whatsoever nature or division thereof.

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

THIRTEENTH : That the undivided interest in the 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 ever though such interest is not expressly mentioned or described in the conveyance or other instrument.

FOURTEENTH: That each apartment owner shall comply with the provisions of this declaration, the bye-laws decision and resolutions of the Association of Apartments 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.

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

SIXTEENTH : That no apartment owner of the family unit may exempt himself/herself from liability for his/her 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/her family unit.

SEVENTEENTH: All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family units 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 the individual family unit / apartment.

EIGHTEENTH: 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 family unit of the building or the mere act of occupancy of

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any of the said units shall signify that the 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 thereof for transient or hotel purposes, 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 forgoing obligations, the Apartment Owners of the respective family 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 subject to the covenants and restrictions contained in this Declaration and further subject to the bye laws in Exhibit 'B' attached hereto.

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

TWENTIETH: That where a family unit is sold by a Purchaser to exercise of his powers of sale under an agreement / Deed the owner of such family unit, vendor, 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.

TWENTY FIRST: That in a voluntary conveyance of a family unit the guaranteee 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 of conveyance without prejudice to the grantee's right to recover from the grantor no 2 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 no 2 due to the association and such grantee shall not be liable for, nor 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

TWENTY SECOND: 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 & the present Developer 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 THIRD: That the construction of the building is already completed, the construction is done by the Grantors no 2 and reserve the rights to use the Common and General area and facilities and also reserve the right to modify the plan in such manner as they deem fit, without effecting in any manner the common interest of the owners of the apartment units.



TWENTY FOURTH: 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.

TWENTY FIFTH : We clearly mention herein that, the Purchaser/s will have rights only on the area of Flat Purchased by them as per Agreement of Sale. The Ownership rights for all the remaining areas of Building's & Road's will remain with the Builders & Developers i.e Grantor no 2.

TWENTY FOURTH: The Grantor no 2 shall be entitled to use/ utilize the increased FSI as may be available in respect of the said property or any part thereof or any other property at present or in future

TWENTY SEVENTH: It is to be specially to be mentioned here that the purchasers or family unit shall have no right of any nature whatsoever to object the grantor no 2 or others authorize by grantor carrying out any other construction or development work on the said property or their adjoining properties and use of excess road, even after the said building is completed and the occupation/possession is handover to purchasers. The grantor no 2 or any others authorized by them shall have right to carry out further development work on the said property.

TWENTY EIGHTH: The purchasers of family unit will become members of the apartment owners Association known as "**ARKK AVENUE APARTMENT**". The rules and regulations and bye law of the said apartment owners association shall be binding upon the purchasers and purchasers shall be liable and responsible to pay the subscription fees and any other charges to the association from time to time.

SCHEDEULE OF THE SAID LAND PROPERTY

ALL that piece and parcel of land bearing Survey no - 48/5/B/1/48/6/2/1 admeasuring 2098.50 Sq Mtr over which "**ARKK AVENUE APARTMENT**" is constructed situated within the Registration Division, and sub Registration Div. Tal. & District Nashik, within the limits of Nashik Zilha Parishad Nasik Town Planning Authority Board and Belatgavhan Grampanchayat, Revenue Village Belatgavhan or thereabout is bounded as follows:

On or towards East	: Road & thereafter Survey No 51.
On or towards West	: Survey 48/6/1 & Survey No 48/7.
On or towards South	: Survey no 48/6/3 & Beyond that Gaon Rasta.
On or towards North	: Road and after that Open Space & Amenity Plot.

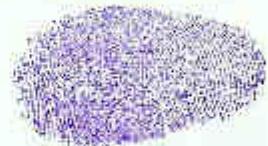
Building complex named as "**ARKK AVENUE APARTMENT**", consisting of **86 (Eighty Six) Flats/Family units** in 'A' & 'B' wings type building constructed on above said property mentioned herein above.



IN WITNESS WHEREOF OF THE GRANTORS/BUILDERS/ DEVELOPERS/ HAVE SIGNED ON THIS DAY DATE AND YEAR FIRST MENTIONED ABOVE

SIGNED SEALED AND DELIVERED
WITHIN NAMED GRANTORS NO 1/LAND OWNER

agreed



1] MRS. ANUSAYA ANANDA KIIADE
2] MRS. SATYABHAMABAI DAGU PALDE
3] MRS. LAXMI RUNJA DHONGADE
Through General Power of Attorney Holder
ARKK BUILDERS AND DEVELOPERS
PARTNERSHIP FIRM
THROUGH PARTNER
MR. VIJAY LALJIBHAI CHHEDA
[PARTY OF THE FIRST PART]

SIGNED SEALED AND DELIVERED
WITHINNAMED GRANTORS NO 2/ BUILDERS&DEVELOPER/ LAND
OWNER № 2

✓



ARKK BUILDERS & DEVELOPERS
A partnership firm through its Partner
SHRI. VIJAY LALJIBHAI CHHEDA
[PARTY OF THE SECOND PART]

In presence of:

1) ~~S. B. Bhalerao~~
(S. B. Bhalerao)

2) соглас
11/24 VI. 4103



EXHIBIT 'A'

ARKK AVENUE APARTMENT Building "A & B" Wing

ARKK AVENUE APARTMENT Building "A & B" Wing										
Ap/Up/Down No.	Name of the owner	Carpet Area + Adj Balcony Etc In Sq. mtr.	% Vote right	Govt. Valua. In Rs.	Considerati on in Rs.	Stamp Duty In Rs.	Regi. Fee In Rs.	Regi. No.	Jt. Sub Registrar	Regi. Date
Ground Floor										
A-1	Mr. Anil Tulsiram Baisane & Mrs. Anita Anil Baisane	41.67	1.11	11,50,100/-	16,50,000/-	99,000/-	16,500/-	1514/2018	NSK-	6 24/05/2018
A-2	Arkk Builders & Developers	38.38	1.03						NSK-	6 16/07/2018
A-3	Sushil Deepak Nikam & Sunita Deepak Nikam	38.38	1.03	12,24,000/-	15,80,000/-	94,800/-	15,800/-	1959/2018	NSK-	
First Floor										
A-101	Mrs. Chitra Anil Nikam & Mr. Anil Ranu Nikam	45.31	1.21	12,50,556/-	14,47,000/-	72,400/-	14,470/-	1816/2017	NSK-	2 29/03/2017
A-102	Mr. Gaurav Gowardhan Sahu & Mrs. Ramjanki Gowardhan Sahu	44.32	1.20	11,21,296/-	16,00,000/-	48,000/-	16,000/-	3902/2020	NSK-	6 30/09/2020
A-103	Smt. Meena Kailas Mande	44.32	1.20	11,21,300/-	15,50,000/-	93,000/-	15,500/-	6630/2020	NSK-	2 17/10/2020
A-104	Mr. Sandeep Madanmohan Ghosh & Mrs. Lina Sandeep Ghosh	43.28	1.16	10,95,000/-	16,75,000/-	1,00,500/-	16,750/-	2659/2018	NSK-	6 19/09/2018
A-105	Mr. Sandeep Madanmohan Ghosh & Mrs. Lina Sandeep Ghosh	46.035	1.23	11,64,670/-	15,20,000/-	91,200/-	15,200/-	6899/2019	NSK-	2 30/10/2019
Second Floor										
A-106	Anusaya Ananda Khade (Confirmation Deed)	46.3925 (B-up)	1.07	-	-	-	-	6357/2023	NSK-	5 19/08/2023
A-107	Anusaya Ananda Khade (Confirmation Deed)	46.3925 (B-up)	1.03	-	-	-	-	6357/2023	NSK-	6 19/08/2023
A-108	Satyabhama Bai Dagu Palde (Confirmation Deed)	46.3925 (B-up)	1.03	-	-	-	-	6357/2023	NSK-	6 19/08/2023
A-109	Satyabhama Bai Dagu Palde (Confirmation Deed)	46.3925 (B-up)	1.02	-	-	-	-	6357/2023	NSK-	6 19/08/2023
A-110	Mrs. Rohini Ravindra Bhadridge & Miss. Sweta Shahuraj Pawar	43.555	1.17	11,01,942/-	15,00,000/-	90,000/-	15,000/-	6623/2018	NSK-	2 05/10/2018
Third Floor										
A-201	Mr. Shrikant Sundresh Pillai	45.31	-	12,51,000/-	14,47,000/-	72,400/-	14,470/-	1940/2017	NSK-	2 01/04/2017
A-201 (Resale)	Mr. Suresh Laxminath Bharti	45.31	1.21	13,05,000/-	14,00,000/-	84,000/-	14,000/-	256/2022	NSK-	2 07/01/2022
A-202	Mr. Anand Devidas Mukane & Mrs. Vinita Anand Mukane	44.32	1.20	11,21,300/-	16,00,000/-	96,000/-	16,000/-	4000/2019	NSK-	2 24/06/2019
A-203	Mr. Sandip Chandrabhan Khule & Mrs. Shradha Sandip Khule	43.57	1.20	12,25,035/-	15,00,000/-	75,000/-	15,000/-	1757/2017	NSK-	2 27/03/2017
A-204	Mr. Amol Bhaskar Jadhav, Mr. Bhaskar Kisan Jadhav & Mrs. Shobha Bhaskar Jadhav	43.28	1.16	11,94,528/-	14,10,000/-	70,500/-	14,100/-	6476/2017	NSK-	2 06/10/2017

A-205	Mr. Prashant Anthony Harry & Mrs. Nanda Anthony Harry	46.035	1.23	12,60,000/-	14,54,000/-	87,300/-	14,540/-	87/2018	NSK-	6	15/01/2018
A-206	Laxmibai Runja Dhongade (Confirmation Deed)	46.3925	1.07	-	-	-	-	6357/2023	NSK-	6	19/08/2023
A-207	Laxmibai Runja Dhongade (Confirmation Deed)	46.3925	1.03	-	-	-	-	6357/2023	NSK-	6	19/08/2023
A-208	Anusaya Ananda Khade (Confirmation Deed)	46.3925	1.03	-	-	-	-	6357/2023	NSK-	6	19/08/2023
A-209	Anusaya Ananda Khade (Confirmation Deed)	46.3925	1.02	-	-	-	-	6357/2023	NSK-	6	19/08/2023
A-210	Mr. Ashok Nirutti Kute & Mrs. Mangal Ashok Kute	43.555	1.17	11,02,000/-	16,50,000/-	99,000/-	16,500/-	3828/2019	NSK-	6	07/11/2019
Third Floor											
A-301	Mr. Gautam Harishchandra Shinde & Mrs. Maya Harishchandra Shinde	44.86	1.21	11,34,176/-	14,80,000/-	74,000/-	14,800/-	5162/2017	NSK	2	10/08/2017
A-302	Mr. Pramod Arjun Rokade & Mrs. Rekha Pramod Rokade	44.32	1.20	12,24,000/-	16,50,000/-	99,000/-	16,500/-	2588/2017	NSK-	6	22/12/2017
A-303	Manisha Sahebrao Salve Alias Mrs. Manisha Sachin Mohite & Mr. Sachin Chandrakant Mohite	44.32	1.20	11,21,300/-	15,10,000/-	90,600/-	15,100/-	1410/2020	NSK-	2	25/02/2020
A-304	Mr. Kamtaprasad Shivkiran Shukla & Mrs. Saroj Kamtaprasad Shukla	43.28	1.16	11,94,600/-	15,00,000/-	90,000/-	15,000/-	697/2019	NSK-	2	01/02/2020
A-305	Arkk Builders & Developers	46.035	1.16	-	-	-	-	-	NSK-	-	-
A-306	Mr. Bhairu Keru Jadhav & Mrs. Sangita Bhairu Jadhav	43.62	1.23	12,05,000/-	16,75,000/-	83,750/-	16,750/-	3964/2017	NSK-	2	28/06/2017
A-307	Mr. Santosh Khandu Rokade & Mrs. Suvarna Santosh Rokade	44.32	1.20	10,72,352/-	15,00,000/-	90,000/-	15,000/-	6036/2017	NSK-	2	20/09/2017
A-308	Mr. Narayan Shankar Rebali & Mrs. Laxmidevi Narayan Rebali	43.46	-	11,99,496/-	12,00,000/-	60,000/-	12,000/-	3886/2017	NSK-	2	27/05/2017
A-308 (Resale)	Mr. Mularam Suthar & Rukhmadevi	43.46	1.20	11,18,660/-	12,00,000/-	72,000/-	12,000/-	4495/2022	NSK-	2	29/04/2022
A-309	Mr. Somnath Madhav Shinde & Mandabai Mandabai Shinde	41.275	1.20	10,44,300/-	16,00,000/-	96,000/-	16,000/-	2966/2019	NSK-	6	11/09/2019
A-310	Mr. Tushar Chitté & Mrs. Sonali Tushar Chitté	43.555	1.17	11,01,942/-	14,85,000/-	89,100/-	14,850/-	7556/2019	NSK-	2	27/11/2019
Forth Floor											
A-401	Mr. yogesh Maneklal Yadav	44.86	1.17	12,11,220/-	13,00,000/-	39,000/-	13,000/-	2709/2021	NSK-	2	18/03/2021
A-402	Arkk Builders & Developers	44.32	1.2	-	-	-	-	-	NSK-	-	-
A-403	Arkk Builders & Developers	44.32	1.2	-	-	-	-	-	NSK-	-	-
A-404	Mr. Sanjay Ushno Kore & Mrs. Priya Sanjay Kore	43.28	1.16	11,94,600/-	16,50,000/-	99,000/-	16,500/-	7074/2019	NSK-	2	06/11/2019
A-405	Arkk Builders & Developers	46.035	1.23	-	-	-	-	-	NSK-	-	-
A-406	Arkk Builders & Developers	43.17	1.16	-	-	-	-	-	NSK-	-	-

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Mr. Yadav Jagannath Pakhare & Mrs. Shalini Yadav	44.32	1.20	12,23,232/-	15,60,000/-	93,600/-	15,600/-	6236/2021	NSK-	2	03/08/2021	
Mr. Balu Kacharu Mojad , Mrs. Shoba Balu Mojad & Mr. Kiran Balu Mojad	44.32	1.20	11,21,300/-	13,60,000/-	81,600/-	13,600/-	5712/2018	NSK-	7	12/12/2018	
Mrs. Poonam Vijay Jamdhade & Mr. Vijay Damodar	41.275	1.11	10,44,300/-	14,10,100/-	84,600/-	14,100/-	1374/2020	NSK-	2	24/02/2020	
Mrs. Jyoti Anil Pable	43.55	1.17	11,21,234/-	13,42,000/-	80,520/-	13,420/-	7606/2022	NSK-	2	26/07/2022	
<u>Ground</u>	<u>9</u>										
Floor											
B-G-1	Arkk Builders & Developers										
B-G-2	Arkk Builders & Developers										
B-G-3	Arkk Builders & Developers										
First											
Floor											
B-101	Mr. Vishnu Bahlu Palde & Mrs. Indubai Vishnu Palde	44.86	1.21	12,11,200/-	15,00,000/-	60,000/-	15,000/-	2710/2021	NSK-	2	18/03/2021
B-102	Arkk Builders & Developers	44.32	1.20	-	-	-	-		NSK-	-	-
B-103	Mr. Gajanan Bhagwan Murkude & Mrs. Varsha Gajanan Murkunde	44.32	1.20	12,23,150/-	14,00,000/-	56,000/-	14,000/-	2109/2021	NSK-	2	02/03/2021
B-104	Mr. Subhash Murari Lohare & Mrs. Rachna Subhash Lohare	43.28	1.16	10,94,800/-	16,00,000/-	64,000/-	16,000/-	5004/2021	NSK-	2	26/06/2021
B-105	Mr. Ravindra Yashwant Gaikwad & Vanita Ravindra Gaikwad	46.035	1.23	11,64,700/-	15,00,000/-	90,000/-	15,000/-	1572/2018	NSK-	6	30/05/2018
B-106	Mr. Ravindra Shivaji Kute & Mrs. Sangita Ravindra Kute	43.17	1.16	10,94,800/-	14,00,000/-	84,000/-	14,000/-	1276/2022	NSK-	2	08/02/2022
B-107	Arkk Builders & Developers	44.32	1.20	-	-	-	-		NSK-	-	-
B-108	Mr. Dharmendra Kachru Pagare & Vimal Dharmendra Pagare	44.32	1.20	12,23,150/-	14,20,000/-	85,200/-	14,200/-	3040/2020	NSK-	2	10/07/2020
B-109	Mrs. Padmavati Sunil Zanzote	41.275	1.11	10,45,000/-	14,50,000/-	87,000/-	14,500/-	1504/2020	NSK-	2	27/02/2020
B-110	Arkk Builders & Developers	43.555	1.17	-	-	-	-		NSK-	-	-
<u>Second</u>											
<u>Floor</u>											
B-201	Arkk Builders & Developers	44.86	1.21	-	-	-	-				
B-202	Arkk Builders & Developers	44.32	1.20	-	-	-	-				
B-203	Arkk Builders & Developers	44.32	1.20	-	-	-	-				
B-204	Mrs. Sarika Santosh Kedare	43.28	1.16	10,95,000/-	15,90,000/-	95,400/-	15,900/-	2059/2020	NSK-	2	18/03/2020

B-205	Mr. Arun Madanlal Pandya & Mrs. Nutan Arun Pandya	46.035	1.23	12,15,500/-	15,86,000/-	95,200/-	15,860/-	1109/2019	NSK-	6	12/04/2019
B-206	Mr. Prabhakar Madhav Zankar & Mrs. Chandrakala Prabhakar Zankar	43.17	1.16	11,94,600/-	14,10,000/-	84,600/-	14,100/-	1142/2019	NSK-	2	20/02/2019
B-207	Mr. Suraj Murlidhar Khalkar	44.32	1.20	11,21,296/-	14,85,000/-	89,100/-	14,850/-	1661/2020	NSK-	2	04/03/2020
B-208	Arkk Builders & Developers	44.32	1.20	-	-	-	-	-	NSK-	-	-
B-209	Mrs. Monika Devidas Godse	41.28	1.11	10,44,400/-	14,00,000/-	84,000/-	14,000/-	3126/2022	NSK-	2	24/03/2022
B-210	Mr. Madanlal Motilal Sutar	43.56	1.17	11,21,234/-	12,00,000/-	72,000/-	12,000/-	7605/2022	NSK-	2	26/07/2022
Third Floor											
B-301	Mr. Dattatray Nirvutti Godse & Mrs. Bebikala Dattatray Godse	44.86	1.21	11,34,960/-	12,00,000/-	72,000/-	12,000/-	3309/2022	NSK-	2	28/03/2022
B-302	Arkk Builders & Developers	44.32	1.20	-	-	-	-	-	NSK-	-	-
B-303	Jyoti Hemant Desai & Bharati Dasharathlal Shashtri	44.32	1.20	11,97,000/-	15,16,000/-	91,000/-	15,200/-	1057/2019	NSK-	2	16/02/2019
B-304	Mrs. Manisha Manish Divecha	43.28	1.16	10,95,000/-	14,50,000/-	87,000/-	14,500/-	4633/2017	NSK-	2	22/07/2019
B-305	Mr. Ghanshyam Govind Pande & Mrs. Rohini Ghanshyam Pande	46.035	1.23	12,15,500/-	15,00,000/-	90,000/-	15,000/-	2340/2019	NSK-	2	10/04/2019
B-306	Swati Narayan Lakariya	43.17	1.16	10,92,201/-	13,70,000/-	82,200/-	13,700/-	2762/2022	NSK-	2	16/03/2022
B-307	Arkk Builders & Developers	44.32	1.19	-	-	-	-	-	NSK-	-	-
B-308	Arkk Builders & Developers	44.32	1.19	-	-	-	-	-	NSK-	-	-
B-309	Mr. Amol Chandrakant Gulve & Mrs. Poonam Amol Gulve	41.28	1.11	10,62,547/-	16,00,000/-	96,000/-	16,000/-	4790/2022	NSK-	2	19/05/2022
B-310	Mr. Rakesh Ramesh Mojad & Mrs. Himgauri Shubham Mojad	43.56	1.17	11,21,234/-	13,00,000/-	78,000/-	13,000/-	8056/2022	NSK-	2	10/08/2022
Forth Floor											
B-401	Mr. Pradeep Dhadamsingh Patil & Mrs. Sunanda Dhadamsingh Patil	44.86	1.21	12,02,256/-	17,00,000/-	51,000/-	17,000/-	4039/2021	NSK-	7	30/04/2021
B-402	Arkk Builders & Developers	44.32	1.20	-	-	-	-	-	-	-	-
B-403	Arkk Builders & Developers	44.32	1.20	-	-	-	-	-	-	-	-
B-404	Sunita Manish Kanoliva	43.28	1.16	12,23,150/-	18,40,000/-	73,600/-	18,400/-	2108/2021	NSK-	2	02/03/2021
B-405	Mr. Sandeep Ramnath Arote & Mrs. Jyoti Sandeep Arote	46.04	1.23	12,81,387/-	13,00,000/-	39,000/-	13,000/-	469/2021	NSK-	2	13/01/2021
B-406	Anta Bhagirathi Nikam	43.17	1.16	10,92,201/-	13,80,000/-	55,200/-	13,800/-	603/2021	NSK-	2	18/01/2021
B-407	Mr. Shubham Suryavant Unhawane & Mrs. Rekha Suryavant Unhawane	44.32	1.20	11,40,796/-	20,00,000/-	1,20,000/-	20,000/-	10298/2022	NSK-	2	18/10/2022



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B-408	Arkk Builders & Developers	44.32	1.20	-	-	-	-	-
B-409	Arkk Builders & Developers	41.275	1.11	-	-	-	-	-
B-410	Mr. Vishal Sudhakar Godse	43.56	1.17	12,02,256/-	13,35,000/-	40,050/-	13,350/-	4860/2020 NSK- 6 29/10/2020

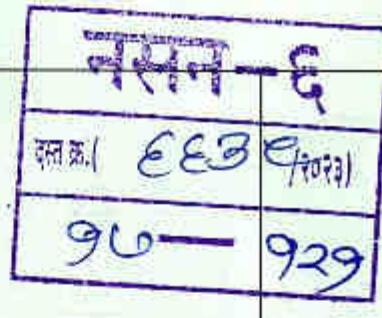


EXHIBIT 'B'

(BYE LAWS OF "ARKK AVENUE APARTMENT CONDOMINIUM")

CHAPTER I

1) SHORT TITLE & APPLICATION :

- a) These bye-laws may be called 'the Bye-Laws of the "ARKK AVENUE APARTMENT CONDOMINIUM".
- b) The provisions of these bye laws apply to the "ARKK AVENUE APARTMENT CONDOMINIUM".

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 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 ratified and will be complied with.

2) DEFINITIONS :

- I) 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 "ARKK AVENUE APARTMENT".
- c) 'Board' means a Board of Managers consisting of 3 or more persons all of whom shall be owners of Apartment in the "ARKK AVENUE APARTMENT".
- d) Building means the building named "A" & "B" in "ARKK AVENUE APARTMENT" located at Survey no - 48/5/B/1/48/6/2/1 Village Belatgaon, within the limits of Nashik Zilha Parishad/ Nasik Town Planning Authority Board and Belatgavhan Grampanchayat, Nashik Tal. & Dist. Nashik.
- 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.
- f) 'Majority of Owners' means these owners holding 51% of the votes in accordance with the percentage assigned in the Declaration.
- g) 'Owner' or 'Apartment Owner' means the person owning apartment in the "ARKK AVENUE APARTMENT".