08/04/2019

सूची क्र.2

सह दुय्यम निबंधक
(वर्ग-२) जालना-१.

CHALLAN

MTR Form Number-6

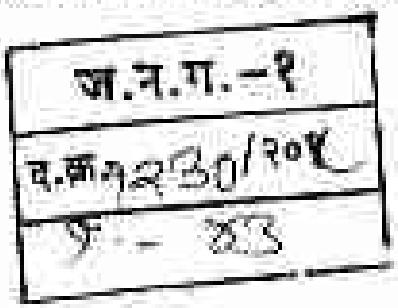
GRN	MH003207772319F	BARCODE	Date	Form ID	25.2

Department	Inspector General Of Registration	Payer Details	
	Stamp Duty	TAN ID (If Any)	
Type of Payment	Registration Fee	PAN No.(If Applicable)	
Office Name	JLN1_JOINT SUB REGISTRAR JALNA 1	Full Name	KRISHNA BUSINESS CENTER
Location	JALNA		
Year	2018-2019 One Time	Flat/Block No.	CTS NO 4077
Account Head Details	Amount In Rs.	Premises/Building	
0030047201 Stamp Duty	500.00	Road/Street	1200 E SD MT
0030062201 Registration Fee	750.00	Area/Locality	JALNA
		Town/City/District	
		PIN	4 3 1 2 2 3
		Remarks (If Any)	
		SecondName=Mane$$KOTAPE$$CABLE=	
Total	1,250.00	Amount In Words	One Thousand Two Hundred Fifty Rupees Only

Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02300348219040429001	00002282
Cheque/DD No.		Bank Date	RBI Date	04/04/2019 14:28:47	Not Verified with RBI
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No., Date		Not Verified with Scroll	

Major Head Details

NOTE:- This challan is valid for document to be registered in Sub-Registrar office only. Not valid for unregistered document.



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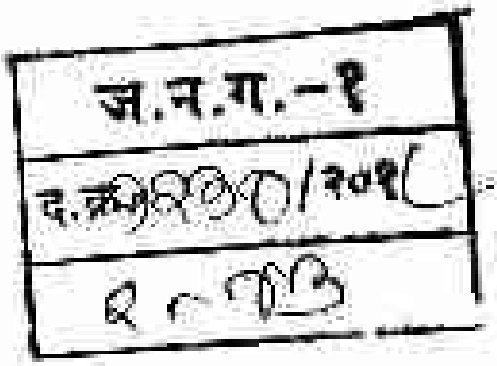
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AAM P 506

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DEED OF DECLARATION U/S 2(A) OF MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970.

This Deed Declaration is executed today on 5th day of April 2018, by:

M/s. Krishna Business Center, A partnership firm registered under Indian Partnership Act 1932 and having its principal place of business at Manik construction, ramprasad complex, Railway station Road, Jalna, PAN NO. **AASFK6514D**, through its Partner **Mr. Ritesh Radhyeshyam Manik** Age: 36 years, Occ: Business & Agri R/o.: Manik Bungalow, Railway Station Road, Jalna. **PAN No.** AMVPM1848F AADHAR no. 845229881901

Hereinafter referred to as the "**OWNER/GARNTOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees including those of the respective partners);

WHEREAS :-

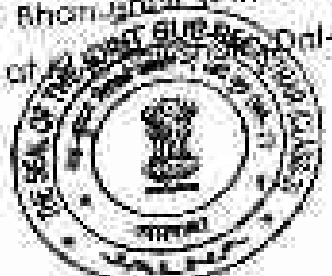
I. That the property old Municipal no. 7-01/8 new Municipal no. 2146/9, situated at Jalna was originally owned by M/s. Deoji Keshavji & Company and their name appear in revenue record as owner and possessor.

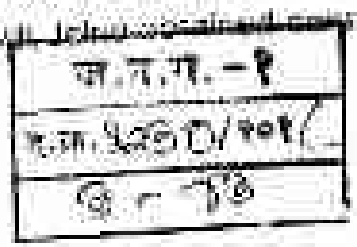
II. That in the year 1964 M/s Deoji Keshavji & Company transferred land Municipal no. 2146/9 situated at Jalna to M/s. Shivshakti Oil-Mill Jalna through its partner Chapshi Keshavji Thakar, Amarji Narayan Vallabhji Vaghji Veerji and Khetshi Devji under registered sale deed dealing Vaghji Veerji and Khetshi Devji under registered sale deed dealing registration no. 944/1964 dated 09.07.1964 registered at the office of Sub-registrar Jalna.

III. That in the year 1975 at the time of maintenance of CTS Scheme land Municipal no. 2146/9 converted into CTS no. 6977 totally admeasuring 1490.8 Sq.Mt. situated at Jalna.

IV. That as per the order of the Hon'ble Assistant Registrar Aurangabad in file no. NC No.210/2017 dated 12.10.2017 and accordingly name of Partners are changed as Narayan Vallabhji Vardale, Khetshi Devji Rambhiya, Kanjiji Khetshi Rambhiya, Arvind Vishram Shanushali and Pravin Vallabhji Shanushali and accordingly entry in the CTS record came to be recorded as per mutation entry no. 25362 dated 17.10.2017.

V. That in the year 2017 M/s. Shivshakti Oil-Mill through its Partners Pravin Vallabhji Shanushali with intent to develop their property CTS no. 6977 situated at [illegible] Oil-Mill Jalna obtained construction permition





from Nagar Parishad Jalna in file no. PBCAR/489/2017 vide permission no. NAP/1495/2017 dated 21.09.2017.

VI. That in the year 2018 M/s. Shivshakti Dal-Mill, Jalna through its partners Narayanji Vallabhji Vadora, Khetshi Devji Rambhiya, Kantilal Khetshi Rambhiya, Arvind Vishram Bhanushali and Pravin Vallabhji Bhanushali transferred CTS No.6977 totally admeasuring 1490.8 Sq.Mt., situated at M/s. Shivshakti Dal-Mill, Jalna along with construction permission to M/s. Krishna Business Centre through its Partner Shrish Rameshyam Mantri under registered sale deed bearing registration no. 542/2018 dated 24.01.2018 registered at the office of Sub registar Jalna and accordingly their name come to be recorded in CTS record as owner and possessor vide mutation entry **no. 6977 on 17-02-18.**

VII. That the previous owner prepared plan for construct commercial Complex in which construction of Shops and got permission from Municipal council Jalna in file no. Out Ward 9125 file no. 459/2017 dated 21.09.2017 and also commences construction as per permission granted by Municipal Council Jalna.

VIII. That the shop being constructed on the property described in Schedule-A will be known as **"KRISHNA BUSINESS CENTER"** and in no case the said name will be changed, in this project constructed 70 Shop. That the land bearing **CTS No. 6977** admeasuring 1490.8 Sq.Mt., Situated at Shivshakti Dal-Mill, Jalna.

IX That the carpet area of the said Apartment is in square meters and **"carpet area"** means the net usable floor area of an Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Shop for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Shop for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the Shop.

Explanation- The Carpet area stated herein includes the area covered by the internal partition walls which may be constructed of plain AAC/bricks, reinforced bricks, clay, terracotta, drywall, concrete plain or reinforced, drywall, shear walls precast concrete or those being walls that are partitions within the internal area of the Shop and also includes area

covered by internal and attached Column's/Pillars to the internal partition walls of the Shop.

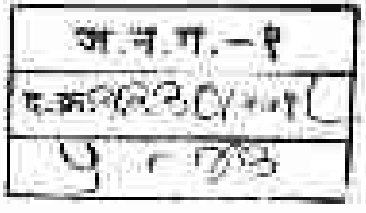
X. The Owner/Grantor has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder. (said "ACT") on **27-02-18** bearing Registration No. **PS1400015451.**

XI. The Owner/Grantor obtained necessary permissions by various Govt. departments for development of the said Property and construction of the said Building.

XII. That the commercial building being constructed on the property described in Schedule-A, will be known as **"KRISHNA BUSINESS CENTER"** Commercial complex and in no case the said name will be changed. In this project consist total **70 Shops** and said building consist three Floors such as Lower Ground, Upper Ground and First Floor, the entire complex used for commercial purpose, location of each Shops shown in construction permission which is treated as a part and parcel of this deed of declaration and area of each unit is specifically mentioned in Schedule-B herein under.

XIII. The area of each Shop, its locations and floor is specifically given in **Schedule-B** annexed hereto similarly the specific location of each of the unit and parking space are specifically shown in the construction plan which is treated as part of this declaration.

XIV. That the total Shops are used for commercial purpose only, that the all units are capable of individual utilisation on account of having their own exit to a common area and facility area at the unit, and it will be sold to one or more owner, each owner obtaining a particular and exclusive property right thereto and each Shop constituting a heritable and transferable immovable properties within the meaning of any law for the time being in force in the case and also an undivided interest in the general and/or restricted common areas and facilities of the Shop as hereinafter in this deed, necessary for their adequate use and enjoyment and hereinafter is referred to as General and/or restricted common areas and facilities, all of the above in accordance with the



Maharashtra Apartment Ownership Act 1970 as well as The Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder.

XV. That the administration of "KRISHNA BUSINESS CENTER" Condominium consisting of above entire project and part and parcel of the property described in Schedule-A of this deed shall be in accordance with provisions of this deed and with the provisions of byelaws, which are made a part of this deed.

XVI. That, as stated above the plan of Apartment Ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartments Ownership Act 1970 and also govern by The Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder in that the commercial-unit may be conveyed and registered as individual property capable of independent use on account of each having its own exit to a common area and facility of the building each family unit holder having an exclusive and particular right, title, interest over his respective units and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

XVII. That, so long as the Owners/Grantor owns one or more of the commercial units, the Owner/Grantor shall be subject to provisions of this deed and of the Schedule-A and Schedule-B attached herewith and the Owners/Grantor convents to take no action which will adversely affect the rights of the Association of the commercial unit owners with respect to assurance against latent defects in the building or other rights assigned to the Association by reason of establishment of "KRISHNA BUSINESS CENTER" Condominium.

XVIII. That the general restricted and specifically allotted common areas and facilities shall remain undivided and no unit owners shall bring any action for partition or division thereof.

XIX. That, the percentage of the undivided interest in the general and/or restricted common areas and facilities established hereby shall not be changed except with the unanimous consent of all the Apartment owners expressed in amendment to this deed duly registered.

XX. That, the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed conveyed or encumbered with the unit

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

XXII. That each Shop owner shall comply with the provisions of this deed, the by-laws, decisions and resolution of the association of the Shop or its representative and failure to comply with such provisions, decisions or resolutions shall be grounds for an action to recover the sums due for damages or for injunctive relief.

XXIII. That the dedication of this property to the plan of Shop herein shall not be revoked or the property be removed from the plans of the Apartment Ownership Act 1970 or any of the provisions herein amended unless all of the Shop owners and mortgagees of all the mortgages covering the units unanimously agreed to such revocation or amendment or removal of the property from the plan by duly registered instruments.

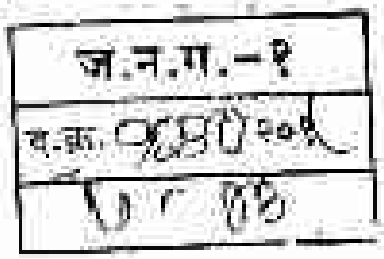
XXIII. That no Shop owner exempt himself from liability for contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas or facilities or by abandonment of his family unit.

XXIV. All sums assessed by the association but unpaid for the share of the common expenses chargeable to any unit shall constitute a charge on such family unit prior to all other charges except only

(1) charge, if any, on the said unit for payment of Government or municipal taxes or both and (2) all sums unpaid on a first mortgage of the unit.

XXV. That all present or future owners, tenants, future tenants or any other person, that might use the facilities of the in any manner are subject to the provisions of this deed and that the mere acquisition or rental of any of the family units or the mere act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and ratified the respective units shall not be rented or given on lease and license or care taker basis by the Shop owner thereof for commercial purposes.

XXVI. That if the property subject to the plan of Apartment 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.

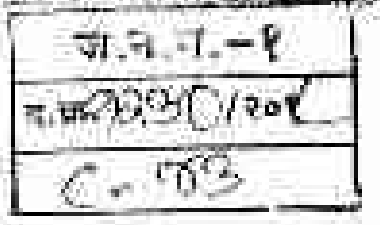


XXVII. That, where a commercial unit is sold by a mortgagee in exercise of its powers of sale under an English mortgage or by a court in execution of a decree in a suit brought by mortgagee against the owner of such unit, then neither the MORTGAGEE nor the purchaser who derives title to the family unit at such sale, or his successors or assignees shall be liable for assessments by the association which become 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 owner 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.

XXVIII. That in a voluntary conveyance of a commercial unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association of Apartment owner against the latter for his share of the common expenses up to the time of the grant for conveyance without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee there for. However, any such grantee shall be entitled to a statement from the Manager of Board of Managers of the Association, as the case may be, setting for the amount of the unpaid assessments against the Grantor 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 assessments made by the Association of Shop owner against the grantor in excess of the amount, therein set forth.

XXX. That, the manager or Board of Manager of the association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering family units, but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

XXX. That, the insurance premium for any blanket insurance coverage shall be common expense to be paid by monthly assessment levied by the association of apartment purchaser and that such payment shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premium as such premium become due.

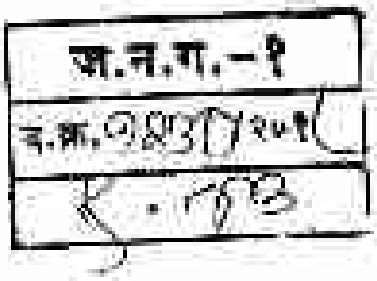


COMMON AREAS AND FACILITIES :-

1. All that par' and parcel of the land described in Schedule-A.
2. Total R.C.C. structure of the buildings.
3. Area around the building, within the boundaries as mentioned in Schedule-A.
4. Compound Wall.
5. Staircase and lobby on each floor.
6. overhead water tank and electric motor installed thereon.
7. Bore Well and Electric Motor thereon.
8. Plumbing network throughout the buildings.
9. Electric wiring network throughout the buildings.
10. Electric meter, through which the electricity is supplied to the Lift's, Electric motor installed on the underground water tank, bore well and also of the lights fitted in common areas and facilities of the building.
11. Parking area as shown in construction permission on basement floor and front side portion.
12. No Shop shall be used for lottery, beer or wine shop and sale un-packed non vegetarian products and restaurant or snacks center in any situation.

MAINTANCE PROGRAM:-

1. Owner/Grantor will do initial six month maintenance of project from first possession of Shop.
2. All the Shop owners, even they may be in use or not use still they have bound to pay monthly common maintenance regularly without any demure.
3. That the Shop Purchasers are bound to pay Rs.25,000/- (Rupees Twentyfive thousand only) toward cuprous fund, which is separately deposited in maintenance accounts.
4. It that the all Shop purchasers are bound to pay society formation & one year common maintenance charges in advance i.e. Rs 1000/- and Rs. 200/- for society formation.
5. Owner/Grantor will maintain the Building for 1st six months i.e. from first sale deed of the Shop.



SCHEDULE "A"

That all the part and parcel of the Property CTS No. 4977 admeasuring 1493.8 Sq.Mt. Situated at M/s. Shitheshi Oil Mill, Jalna, bounded by :-

Towards East	:	Mamma Devi to Railway Station Road.
Towards West	:	Shreshakti Grasnacty.
Towards North	:	Survey No. 384.
Towards South	:	Road.

SCHEDULE-B

Lower Ground Floor :-

Sr.	Unit	Floor	Carpet Area
1	Shop no. L1	Lower Ground	15.70 Sq.Mt.
2	Shop no. L2	Lower Ground	15.00 Sq.Mt.
3	Shop no. L3	Lower Ground	20.40 Sq.Mt.
4	Shop no. L4	Lower Ground	23.55 Sq.Mt.
5	Shop no. L5	Lower Ground	26.55 Sq.Mt.
6	Shop no. L6	Lower Ground	28.85 Sq.Mt.
7	Shop no. L7	Lower Ground	15.00 Sq.Mt.
8	Shop no. L8	Lower Ground	15.30 Sq.Mt.
9	Shop no. L9	Lower Ground	15.00 Sq.Mt.
10	Shop no. L10	Lower Ground	15.00 Sq.Mt.
11	Shop no. L11	Lower Ground	15.00 Sq.Mt.
12	Shop no. L12	Lower Ground	15.00 Sq.Mt.
13	Shop no. L13	Lower Ground	15.00 Sq.Mt.
14	Shop no. L14	Lower Ground	15.00 Sq.Mt.
15	Shop no. L15	Lower Ground	15.00 Sq.Mt.
16	Shop no. L16	Lower Ground	15.00 Sq.Mt.
17	Shop no. L17	Lower Ground	15.00 Sq.Mt.
18	Shop no. L18	Lower Ground	15.00 Sq.Mt.
19	Shop no. 19	Lower Ground	15.00 Sq.Mt.
20	Shop no. 20	Lower Ground	15.00 Sq.Mt.

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UPPER GROUND FLOOR :-

Sr.	Unit	Floor	Carpet Area
1	Shop no.G01	Upper Ground	15.90 Sq.Mt.
2	Shop no.G02	Upper Ground	18.00 Sq.Mt.
3	Shop no.G03	Upper Ground	20.40 Sq.Mt.
4	Shop no.G04	Upper Ground	23.65 Sq.Mt.
5	Shop no.G05	Upper Ground	20.85 Sq.Mt.
6	Shop no.G06	Upper Ground	23.85 Sq.Mt.
7	Shop no.G07	Upper Ground	15.00 Sq.Mt.
8	Shop no.G08	Upper Ground	15.00 Sq.Mt.
9	Shop no.G09	Upper Ground	15.00 Sq.Mt.
10	Shop no.G10	Upper Ground	15.00 Sq.Mt.
11	Shop no.G11	Upper Ground	15.00 Sq.Mt.
12	Shop no.G12	Upper Ground	15.00 Sq.Mt.
13	Shop no.G13	Upper Ground	15.00 Sq.Mt.
14	Shop no. G14	Upper Ground	15.00 Sq.Mt.
15	Shop no. G15	Upper Ground	15.00 Sq.Mt.
16	Shop no.G16	Upper Ground	15.00 Sq.Mt.
17	Shop no.G17	Upper Ground	15.00 Sq.Mt.
18	Shop no G18	Upper Ground	15.00 Sq.Mt.
19	Shop no.G19	Upper Ground	15.00 Sq.Mt.
20	Shop no.G20	Upper Ground	15.00 Sq.Mt.
21	Shop no.G21	Upper Ground	15.00 Sq.Mt.
22	Shop no.G22	Upper Ground	15.00 Sq.Mt.
23	Shop no.G23	Upper Ground	15.00 Sq.Mt.
24	Shop no.G24	Upper Ground	15.00 Sq.Mt.
25	Shop no.G25	Upper Ground	15.00 Sq.Mt.

FIRST FLOOR :-

Sr.	Unit	Floor	Carpet Area
1	Shop no.F 01	First Floor	15.90 Sq.Mt.
2	Shop no.F 02	First Floor	18.00 Sq.Mt.
3	Shop no.F 03	First Floor	20.40 Sq.Mt.
4	Shop no.F 04	First Floor	23.85 Sq.Mt.
5	Shop no.F 05	First Floor	23.85 Sq.Mt.
6	Shop no.F 06	First Floor	23.85 Sq.Mt.
7	Shop no.F 07	First Floor	15.00 Sq.Mt.
8	Shop no.F 08	First Floor	15.00 Sq.Mt.
9	Shop no.F 09	First Floor	15.00 Sq.Mt.
10	Shop no.F 10	First Floor	15.00 Sq.Mt
11	Shop no.F 11	First Floor	15.00 Sq.Mt
12	Shop no.F 12	First Floor	15.00 Sq.Mt
13	Shop no.F 13	First Floor	15.00 Sq.Mt
14	Shop no.F 14	First Floor	15.00 Sq.Mt
15	Shop no.F 15	First Floor	15.00 Sq.Mt
16	Shop no.F 16	First Floor	15.00 Sq.Mt
17	Shop no.F 17	First Floor	15.00 Sq.Mt
18	Shop no.F 18	First Floor	15.00 Sq.Mt
19	Shop no.F 19	First Floor	15.00 Sq.Mt
20	Shop no.F 20	First Floor	15.00 Sq.Mt
21	Shop no.F 21	First Floor	18.00 Sq.Mt
22	Shop no.F 22	First Floor	15.00 Sq.Mt
23	Shop no.F 23	First Floor	15.00 Sq.Mt
24	Shop no.F 24	First Floor	15.00 Sq.Mt
25	Shop no.F 25	First Floor	15.00 Sq.Mt

BYELAWS OF "KRISHNA BUSINESS CENTER" CONDOMINIUM.

1. SHORT TITLE AND APPLICATION:

(i) These byelaws may be called the duly laws of the "KRISHNA BUSINESS CENTER". Condominium.

(ii) The provisions of these byelaws apply to the "KRISHNA BUSINESS CENTER". Condominium.

All present or future owner, tenants, sub-tenants, or their employees, or any other person that might use the facilities of the building in any manner, are subject to regulations set forth in these bye laws. The mere acquisition or rental or taking of license of any of the family units (hereinafter referred to as units) of the building or mere act of occupancy of any of the said rectified, and will be complied with.

2. DEFINITIONS:

(i) In these byelaws, unless the context required otherwise,

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

b) "Association" means the Association of the entire Apartment owners constituted by such owner for the purpose of "KRISHNA BUSINESS CENTER" condominium.

c) "Board" means board of Managers consisting of 3 persons, all of whom shall be owner of apartment in "KRISHNA BUSINESS CENTER" condominium.

d) "Building" means the commercial building is located on property mentioned in Schedule-A known as "KRISHNA BUSINESS CENTER" condominium.

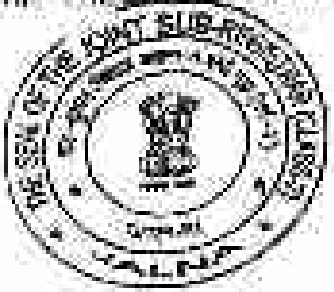
e) "Declaration" means the declaration which the sole owner of the building or all the owner of building have executed and registered as provided in section 2.

f) "Majority of Owner" mean those owners holding 51 percent of the votes in accordance assigned in declaration.

g) "Owner" or "Unit Owner" means the person owning an Apartment in "KRISHNA BUSINESS CENTER" condominium.

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

i) "Unit" means a Shop in "KRISHNA BUSINESS CENTER" condominium.



j] **Common Proportionate** area mean area of Parking, Lobby, Passage, common toilet block, Lift and Staircase.

k] "Registrar" means the Registrar of Co-Operative Societies.

2] Words and expression used in these byelaws but not defined therein shall have the meaning respectively assigned to them in the Act.

3] APARTMENT OWNERSHIP:-

The Shops are located on property mentioned in Schedule A. CTS No. 6977 admeasuring 490.6 Sq.Mt., Situated at M/s. Shishakti Dal-Mill, Jalna, on which Commercial Complex will be constructed, Situated at Station road, Jalna, Known as **"KRISHNA BUSINESS CENTER"** 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 to act the Association of Shops owner of the building called **"KRISHNA BUSINESS CENTER"** (hereinafter called as "the said building") who has filed their respective declaration submitting their apartments to the provisions of the Act.

b] To invest or deposit money.

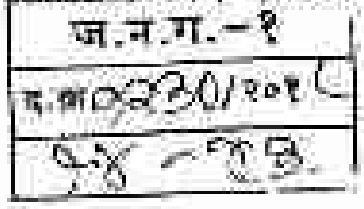
c] To provide for maintenance, repair and replacement of the common areas and facilities by contributions from the apartment owner, and if necessary, by raising loans for the purpose.

d] To retain and license if possible, suitable portions of common areas to outsiders for commercial purpose, and to distribute the commons profits left deducting the common expenses against the Apartment owner as common profits or accumulate same for building up a reverse fund.

e] To provide and do all and many of the matters provided in sub-section (2) of section 16.

f] To advance, with the consent of the Apartment owner, any short term loans to any apartment owner in case of any emergent necessity.

g] To establish and carry on, on its own account or jointly with individuals or institutions, educational, social and



cooperative activities for the benefit of the apartment owner.

h) to frame rules, with the approval of the general meeting of the Association and after consulting the competent authority and may establish provident fund, if necessary, for the benefit of the employees of the Association.

i) to do all things necessary or and otherwise provided for the attain of the objects specified in these byelaws.

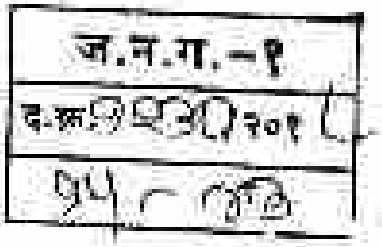
5) MEMBERS OF ASSOCIATION:

1) All persons who have purchased Shop owner of each unit in "KRISHNA BUSINESS CENTER" condominium and executed respective Declaration under section submitting their apartment to provisions of the act shall automatically be the members of the Association and shall pay the sum of one hundred rupees as entrance fee and may purchase at least one share of the face value of Rs.10,000/- each. Each apartment shall receive a copy of the byelaws on payment of one hundred rupees.

2) Upon any Shop owner selling his unit or absolutely conveying the same by way of gift under his will or otherwise, the purchaser or done shall automatically become a member on payment owner shall be maintained in the name of such purchaser or done on payment of one rupee to the association.

3) On the death of a Shop owner, his unit 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 unit. The name of the legatee or the names of the legal representatives jointly shall be entered in the register of Shop owner maintained by the secretary for the purpose of administration of the "KRISHNA BUSINESS CENTER" condominium as Shop owner or joint owner. Whereas any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6) JOINT APARTMENT OWNER: Whereas an Shop has been purchased by two or more persons jointly, they shall be jointly entitled to the Shop and shares of the association shall be issued in their joint names, but the persons whose name stands first in the share certificate shall alone have the right to vote.



7] HOLDING OF ONE SHARE COMPULSORY: Every shop owner must hold at least one share of the Association (Joint apartment owner holding the share jointly).

8] DISQUALIFICATION: No Shop owner shall be entitled to vote on the questions of the election of members of the Board of the president, Secretary Treasurer or any other office bearer or 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 year preceding the year in which the election to the board would place.

Chapter – II

Voting Quorum and Proxies–

9] VOTING: Voting shall be on a percentage basis, and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the declaration.

10] QUORUM: Except as otherwise provided in these laws, presence in person of a majority of owner shall constitute a quorum.

11] VOTES TO BE CAST IN PERSON: Votes shall be cast in person.

Chapter – III

12] POWERS AND DUTIES OF ASSOCIATION: The Association will have the responsibility of administering the "**KRISHNA BUSINESS CENTER**" condominium, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the condominium in a efficient manner, except as otherwise provided, resolutions of the Association shall require approval by majority of owner, casting votes in person.

13] PLACE OF MEETINGS: Meeting of the Association shall be held at suitable place convenient to the owner as may from time to time designate by the Association.

14] ANNUAL MEETINGS: The first annual meeting of the association shall be held on 01.04.20 therefore the annual meeting of the Association shall be held on the 1st December each succeeding year. At such meeting there shall be elected by ballot of the apartment owner a Board of Managers in accordance with the requirements of bye laws 23. The owner may also

transact such other business of the Association as may properly come before them.

15) SPECIAL MEETINGS: It shall be the duty of president to call a special meeting of the apartment owner as directed by a resolution of the board or upon a petition signed by a majority of the owner and having been presented to the secretary, or at the request of the Housing Commissioner, or as the case may be the Registrar or any officer duly authorized by him in his behalf. The notice of any special meeting shal state the tie and place of such meeting and the purpose thereof. No other business shall be transacted at special meeting except as stated in the notice without the consent of four fifths of the owner present in person.

16) NOTICE OF MEETING: It shall be the duty of the Secretary to mail or send a notice of each annual or special meeting the purpose thereof as well as the time and place where it is to held, to each apartment owner, at least 2 but not more that 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye-law should 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 MEETING: If any meeting of owner cannot be organized because a quorum has not attended the owner who present, may adjourn the meeting to time not less that forty eight hours from the time whithe meeting was called. If at such adjourned meeting also, no quorum is present the owner present in person being nor less than two shall form quorum.

18) ORDER OF BUSINESS: The order of business at all meeting of the owner of Units shall be as follows:

a) Roll call.
b) Proof of notice of meeting or waiver of notice.
c) Reading of minutes of preceding meeting.
d) Report of Officers.
e) Report of the Housing Commissioner or the Registrar, or the officer duly authorized by them, if present.
f) Report of committees.
g) Election of Board Managers.
h) Unfinished business, if any.
i) New business.

Chapter -V

(Board of Managers):

19) MANAGEMENT OF ASSOCIATION: a Board of Managers shall govern the affairs of the Association.

20) POWER AND DUTIES OF BOARD: 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 not by law, or by these by laws directed or be exercised and done by the owner.

21) OTHER DUTIES: In addition to duties imposed by these byelaws 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 "**KRISHNA BUSINESS CENTER**" Condominium and the common areas and facilities and the restricted common area and facilities.

b) Collection of monthly assessment from the owner.

c) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the "**KRISHNA BUSINESS CENTER**" Condominium, the common are and facilities the restricted common areas and facilities.

d) To provided for the manner in which the audit and account of the Association shall be carried out.

e) To inspect the account kept by the secretary, and/or the treasure, and examine the registers and account, books and to take steps for the recovery of all sums due to the Association.

f) To sanction working expenses, count as balance and deal with other miscellaneous business.

g) To see that cashbook is written up promptly and is signed daily by one of the members of the Board authorized in this behalf.

h) To hear and deal with complaints.

22) MANAGER: The Board may comply for the Association a Manager at a 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 by law 21.

23) ELECTION AND TERM OF OFFICE: At the first annual meeting of the Association, the term of the office of two managers, shall be fixed for three years and the term of office of two managers, shall be fixed at two

Years, and the terms of office of one Manager shall be fixed at one year. At the expiration of initial term of office of each respective Manager, his successor shall be elected to serve a term of three years. The manager shall hold their first meeting. (If a larger Board is contemplated, the terms of office should be established in a similar manner so that they will expire in different years.)

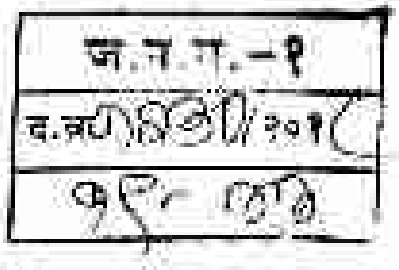
24] VACANCIES: Vacancies in the Board caused by any reason other that the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining managers, even though they may constitute less than a quorum, and each person so elected shall be a Manager until a successor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

25] REMOVAL OF MANAGER: At any regular or special meeting duly called any one or more of the managers may be removed with or without cause by a majority of the apartment owner and a successor may then and there by elected to fill the vacancy thus created. Any manager whose removal hat been proposed by the owner be given an opportunity to be in the meeting.

26] ORGANIZATION MEETING: The first meeting of a newly elected Board shall be held within ten days of election at such place shall be fixed by the Managers at the meeting at which such Manager were elected and no notice shal be necessary to the newly elected Manager in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

27] REGULAR MEETING:- Regular meeting of the Board may be held at such time and place as shall be determined from time to time, by majority of Managers; but at least two such meetings shall be held during each year. 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 be the president on three days notice to each manager, given personally or by mail, or telegraph which notice shall stage the time, place [as hereinabove provided and purpose of the meeting. Special meetings of



the Board shall be called by the president or secretary in like manner and on like notice on written request of at last managers.)

29] WAIVER OF NOTICE: Before or at any meeting of the Board any Manager, may in writing, waive notice of such meetings, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the shall be a waiver of notice by him, of the and place thereof. If all the Managers are present at any meetings of the Board, no notice shall be required and any business may be transacted at such meeting.

30] QUORUM: At all meeting 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 acts of board. If any meeting of the board there were less that a quorum present, the majority of those persons may adjoin the meeting time to time. At any such adjourned meeting, any business, which might have been transacted at the meeting as originaly called, may be transacted without further notice, provide there is a quorum present.

31] FIDELITY BOND: The board may require that all officers and employees of the Association handling or Assuciation funds shall furnish adequate fidelity bonds. The association shall pay the premiums on such bonds.

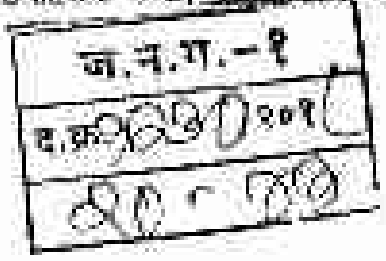
Chapter-V

Officers

32] DESIGNATION: The principal officers of the Association shall be a president, a Vice President, a Secretary and a Treasurer-all of whom shall be elected by and from the board may appoint an Assistant Treasurer and an a 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 offices of the Treasurer and Secretary may be filled by the same persons.

33] ELECTION OF OFFICERS: The officers of the Association shall be elected annually by the organization meeting of each new board and shall hold offices 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



with our cause, and his successors elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

35] PRESIDENT: The president shall be the 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 vesting the office of president of an association, including, but not limited to, the power to appoint committees from among the owner 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 heightens the president nor the vice president is able to act, the board shall appoint some other member of the board so to act on an interim basis. The vice president shall also perform such other duties as such other duties as shall form time to time by imposed upon him board.

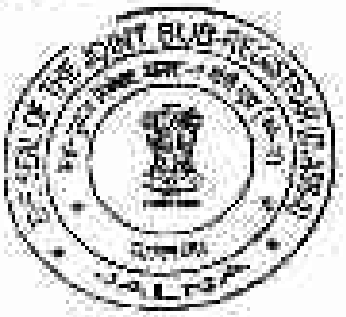
37] SECRETARY: The secretary shall keep the minuts of all meetings of the board and the issues of al meetings of the association. He shall have charge of such books and papers and the board may direct and he shall in general, Performs the duties to the office of the secretary.

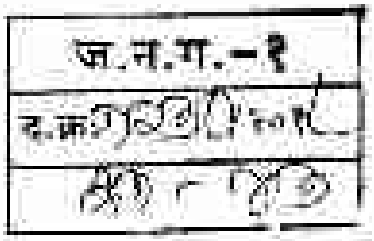
38] TREASURER: The Treasurer shall be responsible for Association funds and securities and shal also be responsible for keeping full and accurate account of all receipts and disbursement in books belonging to the Association. He shall responsible for the deposit of all money and other valuable effects in the name and to the credit of the association in such depositaries as any form time to time be designated by the Board.

Chapter –VI

Obligations of the Unit Owner

39] ASSESSMENTS: All owners are obligated to pay monthly assessments imposed by the Association to meet all expenses relating the **"KRISHNA BUSINESS CENTER"** Condominium which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made pro-rate 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 a reserve fund for replacement.

40) MAITENANCE AND REPAIR:

1) Every owner must perform promptly, all maintenance and repair work within his own Unit which if omitted would affect the **"KRISHNA BUSINESS CENTER"** condominium in entirety or in a part belonging to other owner, being expressly responsible for the damages and liabilities that his failure to do so.

2) All the repairs of internal installations of the unit such as water, light gas, power, sewage, telephones, air conditions, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be of the expense of the apartment owner concerned.

3) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common and facility damage through his fault.

41) USE OF UITS INTERNAL CHARGES:

1) All units shall be utilized for commercial purpose only.

2) 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. The association shall have the obligation to answer within thirty days and failure to do so within the mentioned time, shall mean that there is no objection to the proposed modification, alteration or installations.

42) USE OF COMMON AREAS AND FACILITIES AND RESTRICTED COMMON AREA FACILITIES.

1) An owner shall not place or cause to be placed or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of **"KRISHNA BUSINESS CENTER"** condominium and facilities of a similar nature both common and restricted any furniture's packages, or objects of any kind areas shall be used for no other purpose than for normal transit through them.

2) Expenses of maintenance & repair of common toilet, electricity lift maintenance water charges should be commey all unit owner.

43) RIGHT OF ENTRY:

1) An owner shall grant the right of entry to the Manager or to any other person authorized by the board or the association in case of an emergency originating in or threatening his unit whether the owner is present in time or not.

2) An owner shall permit other owner, or their representative when so required to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical services provided that requests for entry are 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:

1) No resident of **"KRISHNA BUSINESS CENTER"** condominium shall post any advertisement, or poster of any kind in or on the building except as authorized by the association.

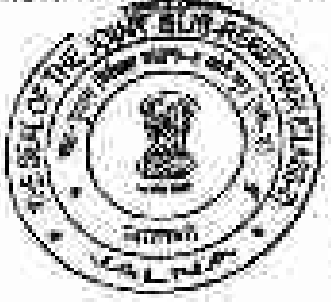
2) Unit Owner shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb others. Unit owner keeping domestic animas shall abide by the Municipal corrilary by-law or regulations.

3) It is prohibited to hand garments, rugs etc. from the windows balconies or from any of the facades of the **"KRISHNA BUSINESS CENTER"** condominium.

4) It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of **"KRISHNA BUSINESS CENTER"** condominium.

5) It is prohibited to throw garbage or trash outside the disposal installations provided for such purpose, in the service areas. If such installation is not provided, all garbage or trash shall be collected in a vessel and thrown in the Municipal Dustbin.

6) No owner resident or lessee shall install wiring for electrical or telephone installation, television or antenna machines or air conditioning units, etc. on the exterior of the **"KRISHNA BUSINESS CENTER"** condominium or that project through the walls of the roof of the condominium except as authorized by the association.



Chapter – VII

39] FUNDS: Funds may be raised by the Association in all or any of the followings ways, namely;

a) By shares;

b) By contributions and Donations from the apartment owner;

c) Sum common Profits which shall form the nucleus of the reserve fund.

d) Buy raising loans, if necessary subject to such terms and conditions as the Association, with the approval of the competent authority, may determine in his behalf.

40] INVESTMENTS: The Association may invest or deposit its funds in one or more of the following;

a) In the Central Co-Op. Bank or in the State Co-OP. Bank or,

b) In one of the securities specified in section 20 of the Indian Trusts Act, 1882, or,

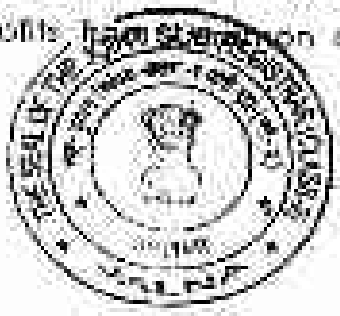
c) In any Co-Operative Bank other than those referred to in clause (a) of this by law, or in any banking company approved for this purpose by the Association.

41] AFFILIATION: Should there be any federation or apartment owner in the locality in which the **"KRISHNA BUSINESS CENTER"** condominium is situate, 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:

1) A Banking account shall be opened by the Association in to which all minutes received on behalf of the Association shall be paid, amount not exceeding Rs.10,000/- for petty expenses. All payments above Rs.1,000/- shall be made by Cheque signed by the Secretary, and one member of the board.

2) Each apartment owner shall have pass book in which the secretary shall enter amounts paid to or received for his share, in receipts, or profits, from Staircase areas and contributions towards common



expenses, and his share of assessment and other costs if any in respect of his apartments.

3) The Association shall on or before 31st July in each year publish an audited financial statement in respect of the common areas and facilities containing

a) The profit & loss account;

b) The receipt and expenditure of the previous financial year, and

c) A summary of the property of the Association giving such common areas and facilities of the association giving such particulars as will disclose the general nature of these facilities and assets and how the value of fixed assets has been arrived at.

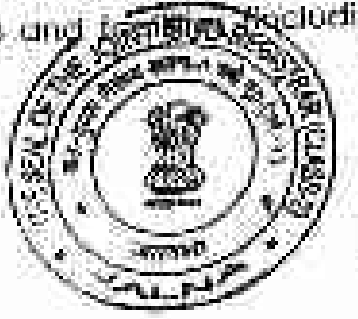
4) The audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof shall be submitted to the competent authority not later 15th August every year.

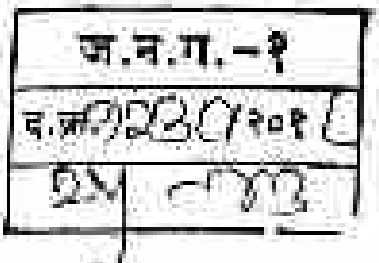
5) Every financial statement shall be accompanied by a complete list of the apartment owner. There shall also accompany the financial statement shall state up to what date profits and expenses of common areas are include.

49] PUBLICATION OF ACCOUNTS AND REPORTS: A copy of the last financial statement and of their report of the auditor if any shall be kept at convenient place in the office of the Association.

50] APPOINCMENT OF AUDITOR: The Association shall appoint at its general meeting an auditor who shall audit the accounts of the association prepared by the Board, as herein above 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 accordance with law, or specially report to the Association upon any matter connected with the accounts which appears to him to requires notices.

7. POWER OF AUDITOR: The auditor shall be entitled to call for examine any paper or documents belonging to the Association relating to the common areas and facilities (including limited common areas and facilities), and





common expenses and shall make a special report to the Association upon any matter connected with the occurrence which appears to him to required notice.

Chapter –VIII

52] NOTICE TO ASSOCIATION: An owner who mortgages his Units shall notify the Association through the manager, if any or president of the board and the Association shall maintain such information in a book entitles "Mortgagee of Units".

53] NOTICE OF UNPAID ASSESSMENT: The Association shall the request of mortgagee of a unit report any unpaid assessments due from owner of such unit.

Chapter –IX

Compliance

54] COMPLIANCE: These byelaws are set forth to comply with the provisions of the Maharashtra Apartment Ownership Act 1970. In case and of these byelaws 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 authority of a resolution of the board and 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 secretary or any other person authorized by the Association in that behalf.

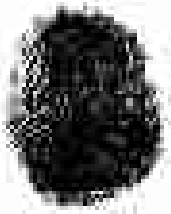
Chapter –X

Amendments to plan Apartment Ownership

56] AMENDMENT OF BYLAWS: These bye laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owner representing at least 75% of the total value of all units in the "**KRISHNA BUSINESS CENTER**" condominium as shown in the declaration

IN WITNESS WHREASOF THIS DEED OF DECLARATION IS EXECUTED TODAY 4TH DAY OF APRIL 2019 AT JALNA.

OWNER/GRANTOR

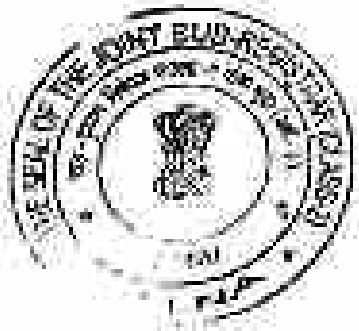


M/s. KRISHNA BUSINESS CENTER.
Through its Partner :
Mr. Rilesh Radheshyam Mantri

WITNESSES:-

① Ghanshyam Madhavrao Kale.
R/o Ambedkar Galli, Jalna.

② Dilip Kishan Chaudhary
R/o Barsat galli, Jalna.



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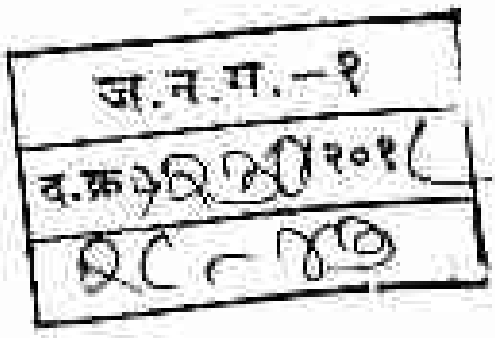
SEAL OF THE JOINT SUB-REGISTRAR (CLASS-II)
उदयपुर
UDAIPUR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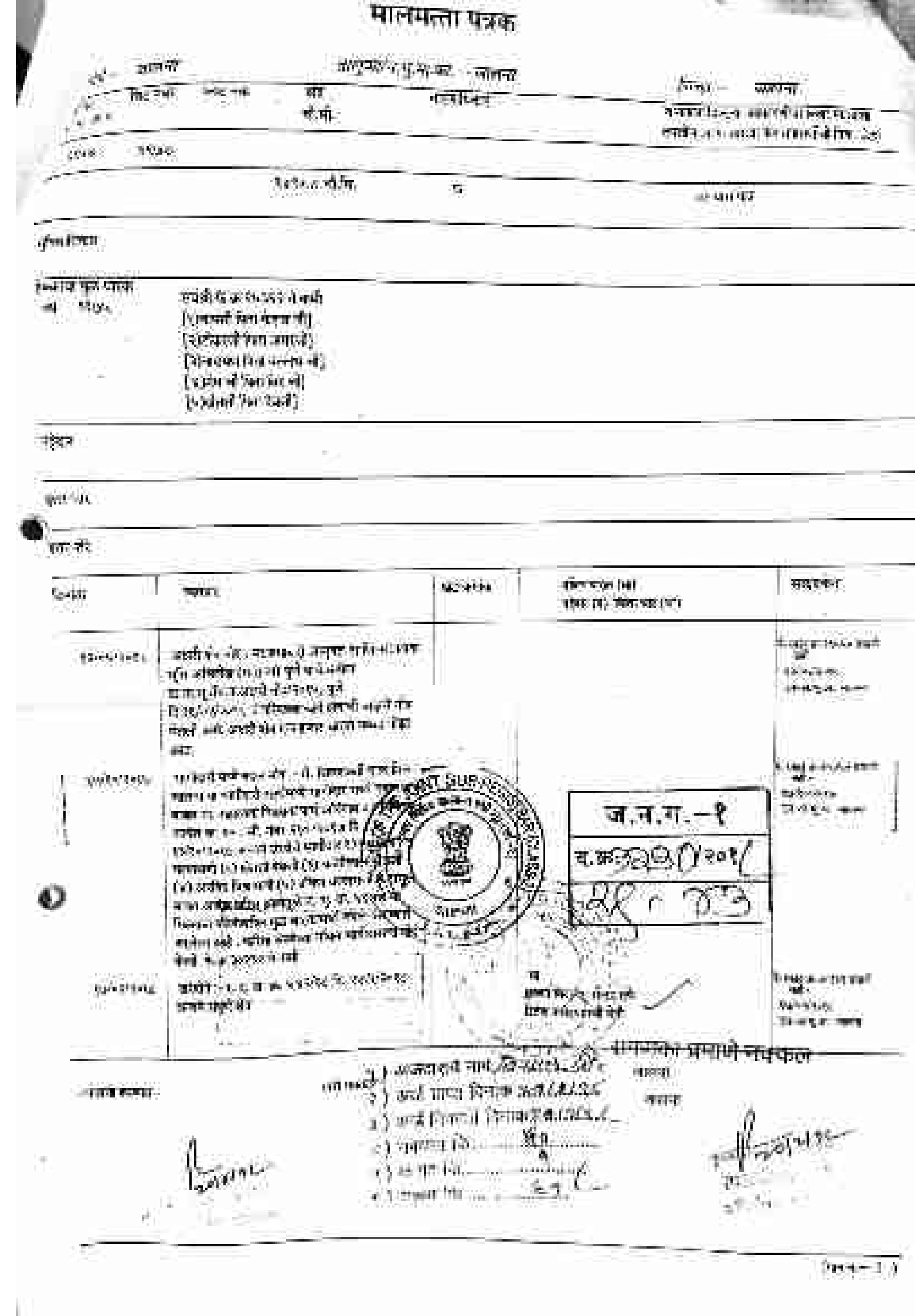
मालमत्ता पत्रक



THE SEAL OF THE JOINT SUB-REGISTRAR (CLASS-2)
जालना
JALNA

नगर परिषद, जालना

बांधकाम व्यवसायाचा प्रमाणपत्र

जा.क्र. 912-1 दि. 459/2017
दिनांक 21/03/2017

प्रमाणित करण्यात येते की (अर्जदाराचे नाव) श्री. शिवहारी दत्तू पिंपळे तर्फे श्री प्रविण
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या वेलदेव्हाग चौक, रुपा पाळणे यांना
नगर परिषद जालना (

महाराष्ट्र नगर परिषद, नगरपंचायत व औद्योगिक नगरवसाहत अधिनियम, १९६५ चे कलम ५४ अन्वये
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करणे आवश्यक आहे. तसेच ... नुसार ... यांचेकडून ... पर्यंत ... करणे
आवश्यक आहे.

Plinth Level - प्लोट्याच्या दिशे बांधकाम पूर्णत्वाचा प्रमाणपत्र परिषदेकडे अधिकृत याचा कलम चालणी विद्युतीय पॅनल पुरवठा सुरू करण्यात येऊ नये. तसेच कलम २४८२ मालमत्ता व्यवहार नियंत्रण नियमावली नुसार पूर्णत्वाचे प्रमाणपत्र घेतल्यानंतर पुढील बांधकाम सुरू करण्यात यावी.

नगर रचनाकार
नगर परिषद, जालना

मुख्याधिकारी
नगर परिषद, जालना

अटी व शर्ती

१) हि बांधकाम परवानगी दिलेल्या जागेपासून एक मार्जिन पैर आखून नगर पुढील बांधकाम बांधकाम परवानगीने करण्यात यावे. सदर जागेवर जागा, वास्तव्यास राहील. दिलेली बांधकाम परवानगी मुदतीमध्ये जोत्यापर्यंत पैर पूर्ण न झाल्यास पुन्हा नवीन आदेशाचा आहे. तसेच बांधकाम करीत असताना कोणत्याही कारणास्तव शासनाचा व नगरपालिकेचा नुकसान झाल्यास ... (पान ३ वा पहा)

प्र.क्र. 220/2017

३) [illegible]

४) [illegible] बांधकाम [illegible] नगर [illegible] नगर [illegible] देण्यात येईल. [illegible] नगर परिषद [illegible] नगर [illegible] नगर [illegible] नगर

२५) [illegible] मंजूर करण्यात येत आहे. [illegible]

२६) [illegible] मंजूर करण्यात येत आहे. [illegible]

२७) [illegible] मंजूर करण्यात येत आहे. [illegible]

२८) [illegible] मंजूर करण्यात येत आहे. [illegible]

२९) [illegible] मंजूर करण्यात येत आहे. [illegible]

३०) [illegible] मंजूर करण्यात येत आहे. [illegible]

३१) [illegible] मंजूर करण्यात येत आहे. [illegible]

३२) [illegible] मंजूर करण्यात येत आहे. [illegible]

३३) [illegible] मंजूर करण्यात येत आहे. [illegible]

३४) [illegible] मंजूर करण्यात येत आहे. [illegible]

३५) [illegible] मंजूर करण्यात येत आहे. [illegible]

३६) [illegible] मंजूर करण्यात येत आहे. [illegible]

३७) [illegible] मंजूर करण्यात येत आहे. [illegible]

ज.न.प. -१
पान ८ पैकी
द.क्र.[illegible]/२०१[illegible]

३१) तांत्रिक / तांत्रिकेतर [illegible] तसेच [illegible]

३२) अतिरिक्त पुरावाच [illegible] तसेच संबंधी नोंदी यात निर्माण झालेल्या [illegible]

३३) मंजूर नकाशाप्रमाणे पुढील अधिकार कार्यक्षेत्रे नोंदणीकृत पत्र्याचे बांधकाम पूर्ण केले पाहिजे. जर काही विलंब / दिरंगाई झाल्यास त्याची सर्वस्वी जबाबदारी आपण संबंधित राहील याची नोंद घ्यावी.

३४) [illegible]

३५) [illegible]

३६) [illegible]

३७) [illegible]

३८) [illegible]

३९) [illegible]

४०) [illegible]

४१) [illegible]

४२) [illegible]

४३) [illegible]

४४) [illegible]

४५) [illegible]

४६) [illegible]

४७) [illegible]

४८) [illegible]

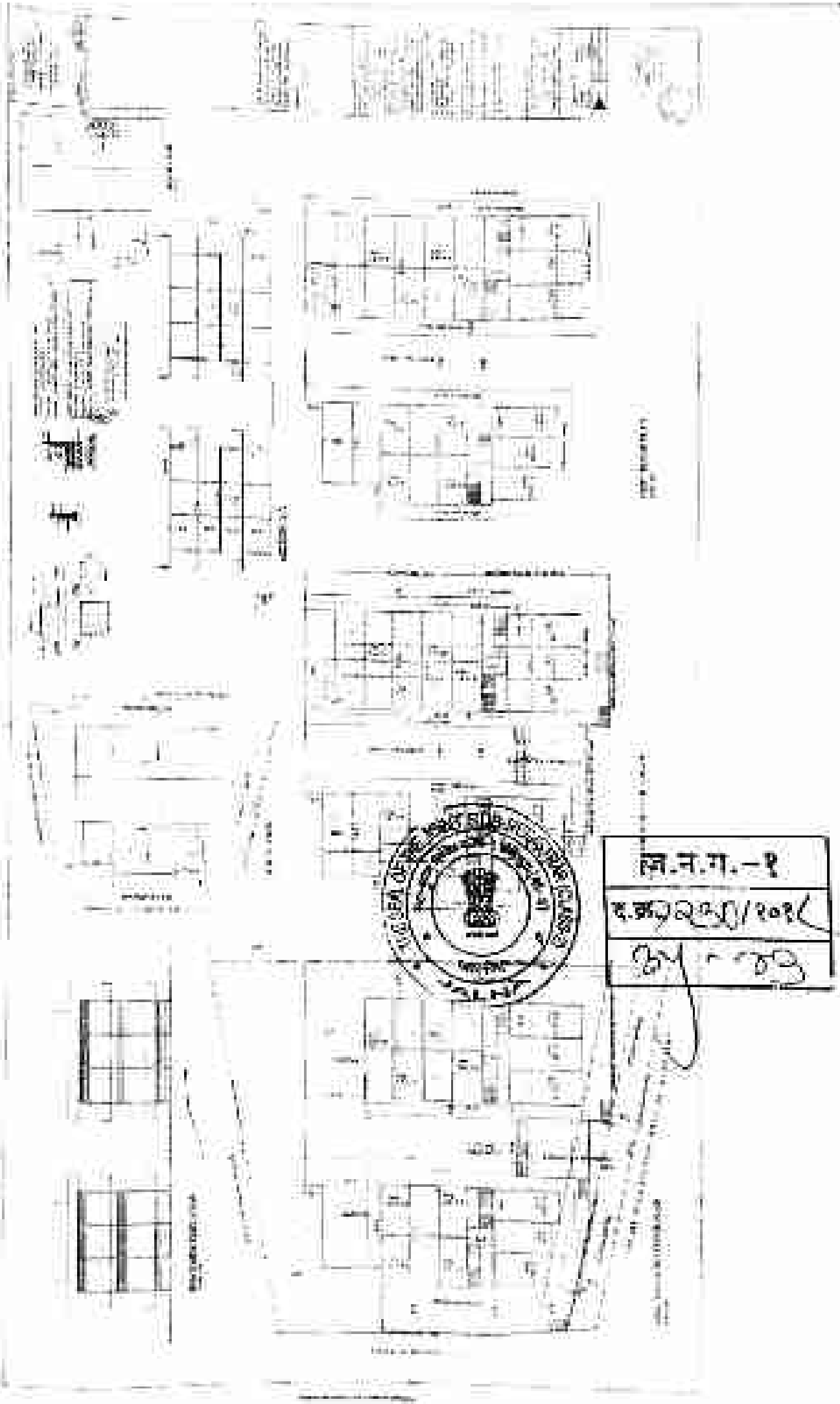
४९) [illegible]

५०) [illegible]

५१) [illegible]

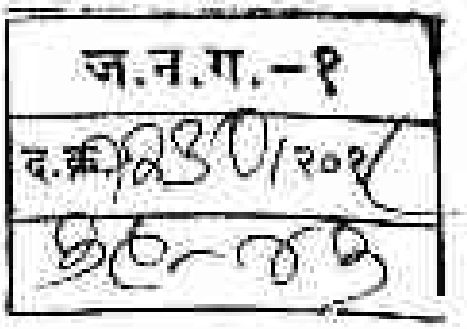
५२) [illegible]

५३) [illegible]



न.न.ग.-१
द.क्र.२२५०/२०१८
७५-८७

THE SEAL OF THE JOINT SUB-REGISTRAR CLASS-II
जालना
JALNA


ज.न.गं.-१
द.क्र.1830/२०१८

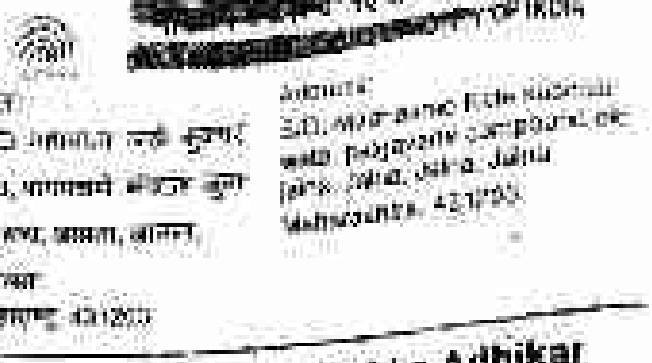
ELECTION COMMISSION OF INDIA

ELECTOR'S NAME

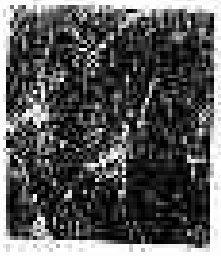
FATHER'S NAME

6581 3733 9568

- सामान्य माणसाचा अधिकार

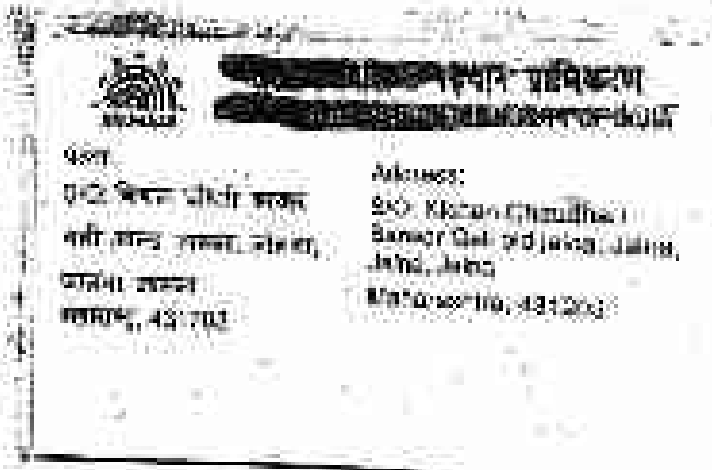


Aadhaar - Aam Aadmi ke Adhikar



4321 1824 6659

- सामान्य माणसाचा अधिकार



Aadhaar - Aam Aadmi ke Adhikar

CHALLAN
Form Number-6

GRN	BARCODE	Date	Form ID

Department | Payer Details

Type of Payment: Registration Fee

TAX ID (If Any)	
PAN No.(If Applicable)	
Full Name	KRISHNA JAGDISH GOENKA
Flat/Block No.	
Premises/Building	
Road/Street	
Area/Locality	
Town/City/District	
PIN	
Remarks (If Any)	

Office Name: JOINT_HOR_N_H (SECTION) KAR_BELAPUR_1

Location: BELAPUR

Year: 2018-2019 One Time

Account Head Details | Amount in Rs.

- : Stamp Duty — 1,250.00
- : Registration Fee — 1,000.00

Amount in Words: One Thousand Two Hundred Fifty Rupees Only

DEFACED ₹ 1250.00 DEFACED

Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	Ref. No.	04200042210004042205	2018007002
Cheque/DD No.		Bank Date	RBI Date	04-01-2018 15:15:34	Not Verified with RBI
Name of Bank		Card Bank		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. Date		Not Verified with Scroll	

Major Head | Total Amount

NOTE: This challan is valid for document to be registered in Sub-Registrar office only. Not valid for unregistered documents.

Challan Defacement Details

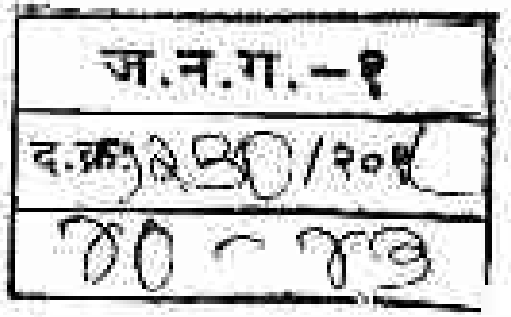
Sr. No.	Remarks	Defacement No.	Defacement Date	User ID	Defacement Amount
1	SD/- (₹ 1,000)	[illegible]	[illegible]	[illegible]	500.00
2	SD/- (₹ 250)	[illegible]	[illegible]	[illegible]	750.00
			Total Defacement Amount		1,250.00

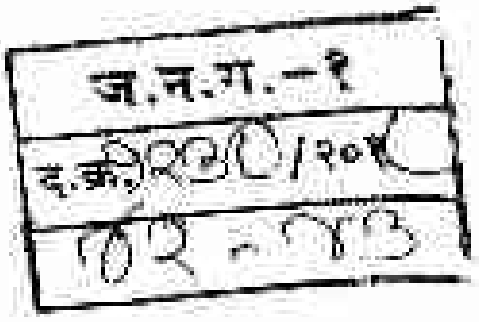
Print Date 01-04-2018 11:00:15

SUB-REGISTRAR Class-II

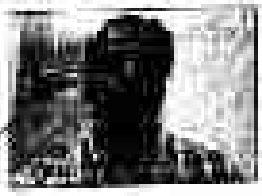
दु.नि.प.-१
दु.नि.३०३०/२०१८
[illegible]

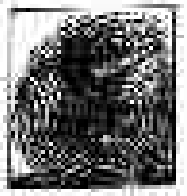
SEAL OF THE JOINT SUB-REGISTRAR (CLASS-2)


ज.न.ग.-१


ज.न.ग.-१
द.क्र.२८१/२०१
१७२-२४३

05/04/2018 11:50:28 AM





EPayment Details

Payment Number