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340/1886

Monday, March 12, 2018

3:49 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 2307

दिनांक: 12/03/2018

गावाचे नाव: मंगूर

दस्तावेजाचा अनुक्रमांक: नसम3-1886-2018

दस्तावेजाचा प्रकार: शोषणापत्र

सादर करणाऱ्याचे नाव: 1. श्रीमती लक्ष्मीबाई फकीरराव कासार, 2. श्री. प्रमोद फकीरराव कासार, 3. श्री. संतोष फकीरराव कासार, 4. कु. विनायी फकीरराव कासार, 5. श्री. सुनंदा दिपक भातुंकर, 6. श्री. माहू बिल्डर्स अँड डेव्हलपर्स वर्क आगिदार श्री. जतिभयसिंह भाट्ट तसेच 6. लवकरावा व नंबर 1 ते 5 यांचे ब.सु. म्हणून --

दस्तावेजाच्या किं.
पुढाची संख्या: 36

रु. 100.00
रु. 720.00

एकूण:

रु. 820.00

आपणास मूळ दस्त. शक्यते मि. घ्या. करणे
3:51 PM हा वेळेस मिळेल

Joint Sub Registrar Nashik

वाजार मुल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 100/-

- 1) देयकाचा प्रकार By Cash रकम: रु. 100/-
- 2) देयकाचा प्रकार By Cash रकम: रु. 720/-

राष्ट्र. नुस्खे निबंधक वर्ग-२
नाशिक-३

मुळ दस्ता पटल केला
व सही घेतली.

168 SCAP



सूची क्र.2

12/03/2018

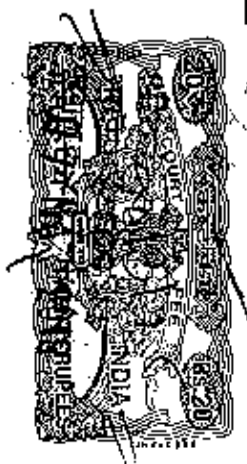
दृश्यम निबंधक : सह द.नि. नाथिक 3

दस्ता क्रमांक : 1886/2018

नोटणी :

Regn:63m

गावाचे नाव : 1) भगूर



- (1) विलेखाचा प्रकार
(2) मोबदला
(3) वाजारभाव(भाडेपट्ट्याच्या बाबतिलपट्टाकार आकारणी देतो की पट्टेदार वे नमुद करावे)
(4) भू-भापन,पोटहिस्सा व घरक्रमांक (खसल्यास)

घोषणापत्र
0
1

1) पालिकेचे नाव:नाथिक म.न.पा. इतर वर्णन : इतर माहिती: माझे भगूर सिवरातील मिळकत घासी सर्वे नंबर 367/4 घासी एकूण क्षेत्र हे. 00-40 आर यापैकी 2000.00 चौ.सि. क्षेत्र यावरील शाहज गोविंद अपार्टमेंट फ्ल 1 या इमारतीचे घोषणापत्र. (Survey Number : 367/4 ;)

1) 2000.00 चौ.मीटर

(5) क्षेत्रफळ
(6)आकारणी किंवा चुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या पक्षकाराचे ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश खसल्यास,प्रतिवादिचे नाव व पत्ता.

1). ता. 12.3.2018 मधील न्यायालयीन फकीराने कासार, 2. श्री. प्रमोद फकीरराव कासार, 3. श्री. संतोष फकीरराव कासार, 4. कु. गिनासी फकीरराव कासार, 5. सौ. सुनंदा दिपक भागुंनकर, 6. मे. शाहू जिनकराव देवेंद्र देवरावराव तळे साविदार श्री अतिस महेंद्र शाह नंबर 6 स्वतःकरीता व नंबर 1 ते 5 याचे वसू. स्वयंभूत. - वसू :- 38, फ्लो. नंबर नं. 0, भाळा नं. 0, इमारतीचे नाव: 0, ब्लॉक नं. 0, गाव नं. म.पो. भगूर, ता.नि. नाथिक, जिल्हा. नासिक. पिन कोड:-422501 पॅन नं.- ABJFS6611A

(8)इस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश खसल्यास,प्रतिवादिचे नाव व पत्ता
(9) दस्तऐवज करून दिल्याचा दिनांक
(10)दस्त नोंदणी केल्याचा दिनांक
(11)अनुक्रमांक,खंड व पृष्ठ
(12)वाजारभावाप्रमाणे मुद्रांक शुल्क
(13)वाजारभावाप्रमाणे नोंदणी शुल्क
(14)शेरा

08/03/2018

12/03/2018

1886/2018

100

100

सुखी क्र.11

नोंदणी नंतरची प्रथम प्रत

अरसल वरदकुंभ नवकल

रा. दुरास-जवळक वर्ग-६

नाथिक-३

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

Affidavit



747-3
 2-57



DECLARATION OF APARTMENT

THIS DECLARATION OF APARTMENT is made and executed at Nashik on this 8th day of MARCH 2018.

BY

[1] SMT. LAXMIBAI FAKIRRAO KASAR, Age 59 Years, PAN DSHPK 1456 E [2] MR. PRAMOD FAKIRRAO KASAR, Age 38 Years, PAN CTMPK 5068 D [3] MR. SAWTOSH FAKIRRAO KASAR, Age 33 Years, PAN CSTPK 8560 L, [4] KUM. MINAKSHI FAKIRRAO KASAR, PAN - CSTPK8585M, All R/o. 237, Rest Camp Road, Deolali Camp, Tal. Dist. Nashik [5] MRS. SUNANDA DIPAK MALUNKAR, Age 36 Years, R/o. Savh Bunglow, Chandreshwar Nagar, Jah Road, Nashik Road, Nashik. [6] M/s. SHAH BUILDERS AND DEVELOPERS, A Partnership firm, PAN ABUS 6611 A, through its PARTNER MR. ATISH MAHENDRA SHAH, Age 38 Years, Occupation Business, R/o. At Post Bhagur, Tal. Dist. Nashik-422501. No. 6 for self and G.P.A. Holder of No. 1 to 5. Hereinafter referred to as the "GRANTOR/S" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include other partners, their heirs, executors, administrators, assigns, etc.) of the FIRST PART.

FIRST - The Grantor No. 1 to 5 are the absolute and exclusive owners of all that piece and parcel of the land situated at Bhagur Taluka and District Nashik, more particularly described in the schedule written hereunder and hereinafter referred to as the Said Property.

SECOND - Late Falditao Govind Kasar was the owner of the property as described in the schedule written hereunder and Late Fakirao Govind Kasar was competent to develop the said property in any manner whatsoever and accordingly Late Fakirao Govind Kasar have executed Development Agreement and General Power of Attorney in favour of the Grantor No. 6 on 9-10-2014 which are duly registered at the office of Sub Registrar, Nashik 2 at Sr. No. 8132 and 8133 on 9-10-2014 and as such as per the terms and conditions of the Development Agreement Grantor No. 6 is competent to developed the said property and Grantor No. 6 is competent to sell, alienate and dispose off his share of construction as per the terms of development agreement. In the meanwhile Fakirao Govind Kasar died on 13-7-2015 and the grantor No. 1 to 5 are the only legal heirs of the deceased Fakirao Kasar and as such Grantor No. 1 to 5 have executed a confirmation deed and General Power of Attorney in favour of the Grantor No. 6 on 27-1-2016 which are duly registered at the office of Sub Registrar, Nashik 2 at Sr. No. 730/2016 and 729/2016 on 28-1-2016. As per the terms and conditions of development agreement and confirmation deed the Grantor No. 6 has allotted the certain constructed area to Grantor No. 1 to 5 as part of consideration and as such the Grantor No. 1 to 5 is competent to sell, alienate and dispose off the their share in any manner whatsoever and appropriate the sale proceeds thereof and the Grantor No. 1 to 5 have decided to partitioned the said constructed area amongst themselves by Partitioned Deed dated 17/2/2017 which is duly registered at the office of Sub Registrar Nashik at Sr. No. 929/2017 on 17/2/2017 and accordingly Flat No. A-8 & B-5 are allotted to the Grantor No. 3 Santosh Falditao Kasar and Flat No. A-1, A-2, A-7, B-3, B-4, B-6, C-1, C-2, C-7, C-8 are allotted to Grantor No. 1 Smt. Laxmibai Fakirao Kasar, Grantor No. 2 Pramod Fakirao Kasar, Grantor No. 4 Minakshi Fakirao Kasar and Grantor No. 5 Sunanda Dipak Malunkar.

THIRD - That Grantor No. 6 has prepared building plan for land area 2000.00 Sq. Mtrs. out of S. No. 367/4 total admeasuring Hecto 00-40 Are which is duly sanctioned by the Deolali Cantonment Board under commencement certificate No. 3230/BLD/E-8/2813 Dated 19-7-2016 and as per the building plan the Grantor No. 6 has commenced and completed the

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construction on the said property consisting of building Type A, B and C in the project known as **SHAHS GOVIND APARTMENT PHASE I** and as such Grantor No. 6 has obtained Completion Certificate for A & B Type Building from Deolali Cantonment Board under No. 3230/BLD/E-8/3014 on 27/7/2017 and Grantor No. 6 has obtained Completion Certificate for C Type Building from Deolali Cantonment Board under No. 3230/BLD/E-8/5487 on 21/12/2017, hereinafter referred to as the SAID BUILDING.

FOURTH- That the B type building land consist of Ground/Parking Floor and Typical Stilt & Stilt First Floors for and Ground Floor and One Upper Floors for A & C Type building for residential units only. That the said project land admeasuring 2000.00 Sq. Mtrs. out of S. No. 367/4 total admeasuring Hecter 00-40 Are is developed by grantor No. 6 in the name and style as **SHAHS GOVIND APARTMENT PHASE I** consisting of A, B and C Type buildings. All the floors 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 will be sold to one or more 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 Unit) and also an undivided interest in the general and/or restricted 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 restricted common areas and facilities, all of the above are in accordance with the Maharashtra Apartment Ownership Act 1970.

FIFTH- That the condominium constructed on 2000.00 Sq. Mtrs. shall be known as "**SHAHS GOVIND APARTMENT PHASE I**" and that the family units common areas and facilities of the building will be as follows :-

"A" BUILDING (TYPE)

- * Family Unit - On Ground floor there are four family units numbered as 1, 2, 3 & 4.
- * Family Unit - On First floor there are four family units numbered as 5, 6, 7 & 8.

"B" BUILDING (TYPE)

- * Family Unit - On Ground floor as Parking Floor.
- * Family Unit - On Stilt floor there are four family units numbered as 1, 2, 3 & 4.
- * Family Unit - On Stilt First floor there are four family units numbered as 5, 6, 7 & 8.

"C" BUILDING (TYPE)

- * Family Unit - On Ground floor there are four family units numbered as 1, 2, 3 & 4.
- * Family Unit - On First floor there are four family units numbered as 5, 6, 7 & 8.

Description of each family unit is described as under:-

"A Type" Building

(1) Family Unit - Apartment/ Flat No. A-1. It is a apartment on the Ground floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs. and alongwith absolute and exclusive rights to use, utilize and enjoy Garden area admeasuring 15.80 Sq. Mtrs.

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Name of Owner - Grantor No. 1 Smt. Laxmibai Fakirao Kasar, Grantor No. 2 Pramod Fakirao Kasar, Grantor No. 4 Minakshi Fakirao Kasar and Grantor No. 5 Sunanda Dipak Malunjkar.

(2) Family Unit - Apartment/ Flat No. A-2. It is a apartment on the Ground floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs. and alongwith absolute and exclusive rights to use, utilize and enjoy Garden area admeasuring 55.00 Sq. Mtrs.

Name of Owner - Grantor No. 1 Smt. Laxmibai Fakirao Kasar, Grantor No. 2 Pramod Fakirao Kasar, Grantor No. 4 Minakshi Fakirao Kasar and Grantor No. 5 Sunanda Dipak Malunjkar.

(3) Family Unit - Apartment/ Flat No. A-3. It is a apartment on the Ground floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs. and alongwith absolute and exclusive rights to use, utilize and enjoy Garden area admeasuring 34.80 Sq. Mtrs.

Name of Owner - [1] MR. JALINDER SUKHEO THANAGE

[2] MRS. VANDANA JALINDER THANAGE

Agreement of sale Registered at Sr. No. 539 on 25/1/2017.

Correction Deed Registered at Sr. No. 577 on 27/1/2017.

(3) Family Unit - Apartment/ Flat No. A-4. It is a apartment on the Ground floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - [1] MRS. UMA SANTOSH KAMBALE

[2] MR. SANTOSH RAMESH KAMBALE

Agreement of sale Registered at Sr. No. 2402 on 10/4/2017.

(5) Family Unit - Apartment/ Flat No. A-5. It is a apartment on the First floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - [1] MR. GIRISH VIKRAM PAWAR

[2] MRS. SUREKHA GIRISH PAWAR

Agreement of sale Registered at Sr. No. 3831 on 9/6/2017.

(6) Family Unit - Apartment/ Flat No. A-6. It is a apartment on the First floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - MR. RAMESH NANA SHIRSAT

Agreement of sale Registered at Sr. No. 653 on 31/1/2017

(7) Family Unit - Apartment/ Flat No. A-7. It is a apartment on the First floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - [1] MR. LAXMAN UPTAM BINNAR

[2] MRS. VANDANA LAXMAN BINNAR

Agreement of sale Registered at Sr. No.4923 on 29/07/2017

(8) Family Unit - Apartment/ Flat No. A-8. It is a apartment on the First floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - [1] MR. RAJENDRA NAMDEO LAGAD

[2] MRS. MANISHA RAJENDRA LAGAD

Agreement of sale Registered at Sr. No. 3676 on 5/6/2017

"B Type" Building.

(1) Family Unit - Apartment/ Flat No. B-1. It is a apartment on the Stilt floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

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Name of Owner -



[1] MRS. SUJATA SUNIL HASE

[2] MR. SUNIL JANARDAN HASE
Agreement of sale Registered at Sr. No. 911 on 13/2/2017.
Correction Deed registered at Sr. No. 1342 on 3/3/2017.

[2] Family Unit - Apartment/ Flat No. B-2. It is a apartment on the Stilt floor, admeasuring 48.21 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - [1] MR. DATTU PARASHURAM USHIR

[2] MRS. SUVARANA DATTU USHIR

Agreement of sale Registered at Sr. No. 9932 on 31/12/2016.

[3] Family Unit - Apartment/ Flat No. B-3. It is a apartment on the Stilt floor, admeasuring 47.49 Mtrs. carpet area equivalent to built up area 64.11 Sq. Mtrs.

Name of Owner - [1] MR. SUDARSHANKUMAR SINGH

[2] MRS. SONIKUMARI

Agreement of sale Registered at Sr. No. 6957 on 4/10/2016.

[4] Family Unit - Apartment/ Flat No. B-4. It is a apartment on the Stilt floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - [1] MR. TANAJI KACHARU JONDRE

[2] MRS. JEELI TANAJI JONDRE

Agreement of sale Registered at Sr. No. 6208 on 16/9/2017.

[5] Family Unit - Apartment/ Flat No. B-5. It is a apartment on the Stilt floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - [1] MR. LEELADHAR YUVRAJ TAWADE

[2] MRS. SUSHMA LEELADHAR TAWADE

Agreement of sale Registered at Sr. No. 4707 on 5/7/2017.

[6] Family Unit - Apartment/ Flat No. B-6. It is a apartment on the Stilt floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - MRS. ASHA RAJU PAGARE

Agreement of sale Registered at Sr. No. 6209 on 16/9/2017.

[7] Family Unit - Apartment/ Flat No. B-7. It is a apartment on the Stilt floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - [1] MRS. BHAGWANTA VISHNU BHOSALE

[2] MRS. PALLAVI BHAGWANTA BHOSALE

Agreement of sale Registered at Sr. No. 4469 on 29/6/2017.

[8] Family Unit - Apartment/ Flat No. B-8. It is a apartment on the Stilt floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - [1] MR. SUNIL RAMDAS GADHAVE

[2] MRS. SARIKA SUNIL GADHAVE

Agreement of sale Registered at Sr. No. 3448 on 24/5/2017.

"C Type" Building

[1] Family Unit - Apartment/ Flat No. C-1. It is a apartment on the Ground floor, admeasuring 39.27 Mtrs. Carpet area and usable are of Balcony + utility + C/B area 8.20 Sq. Mtrs.

Name of Owner - [1] MR. UMESH SANJAY CHATUR

[2] MRS. CEHARUBAI SANJAY CHATUR

Agreement registered at Sr. No. 6695 on 16/10/2017.

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(2) Family Unit - Apartment/ Flat No. C-2. It is a apartment on the Ground floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs. and alongwith the absolute and exclusive rights to use, utilize and enjoy Garden area admeasuring 34.85 Sq. Mtrs.

Name of Owner - [1] MRS. NIRMALA DEEPAK MORE
[2] MR. DEEPAK SHANTARAM MORE

Agreement of sale Registered at Sr. No. 1704 on 24/3/2017.

(3) Family Unit - Apartment/ Flat No. C-3. It is a apartment on the Ground floor, admeasuring 39.27 Mtrs. Carpet area and usable are of Balcony + utility + C/B area 8.20 Sq. Mtrs. and alongwith the absolute and exclusive rights to use, utilize and enjoy Garden area admeasuring 48.00 Sq. Mtrs.

Name of Owner - [1] MR. RAVINDRAKUMAR KASHIRAM KORI
[2] MRS. SHARDA RAVINDER KORI

Agreement registered at Sr. No. 7840 on 28/11/2017.

(4) Family Unit - Apartment/ Flat No. C-4. It is a apartment on the Ground floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs. and alongwith the absolute and exclusive rights to use, utilize and enjoy Garden area admeasuring 8.40 Sq. Mtrs.

Name of Owner - [1] MRS. DIPIKA SANDEEP KANOJIYA
[2] MR. SANDEEP JAGDISH KANOJIYA

Agreement of sale Registered at Sr. No. 2683 on 20/4/2017.

(5) Family Unit - Apartment/ Flat No. C-5. It is a apartment on the First floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - [1] MRS. SONALI RAVINDRA CHAUDHARI
[2] MR. RAVINDRA BHAGCHAND CHAUDHARI

Agreement of sale Registered at Sr. No. 1344 on 6/3/2017.

(6) Family Unit - Apartment/ Flat No. C-6. It is a apartment on the First floor, admeasuring 48.21 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - [1] MRS. VARSHA RAJESH RUDRE
[2] MR. RAJESH RAMBHAU RUDRE

Agreement of sale Registered at Sr. No. 8004 on 4/10/2016.

(7) Family Unit - Apartment/ Flat No. C-7. It is a apartment on the First floor, admeasuring 39.27 Mtrs. Carpet area and usable are of Balcony + utility + C/B area 8.20 Sq. Mtrs.

Name of Owner - [1] MR. SANJAY SURESH SAHANE
[2] MRS. YOGITA SANJAY SAHANE

Agreement registered at Sr. No. 6694 on 16/10/2017.

(8) Family Unit - Apartment/ Flat No. C-8. It is a apartment on the First floor, admeasuring 47.50 Mtrs. carpet area equivalent to built up area 64.12 Sq. Mtrs.

Name of Owner - [1] MR. RAJU KARBHARI JADHAV
[2] MRS. SANDHYA RAJU JADHAV

Agreement of sale Registered at Sr. No. 1212 on 28/02/2017.

COMMON AREAS AND FACILITIES

- (a) All that piece and parcel of the land as described in the schedule written hereunder.
- (b) That there are in all buildings are residential purpose.
- (c) There is a 6 mtr. wide common path way in the said project and one common open spaces as shown in the building plan attached hereto

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Following facilities are located in each of the building/s bearing Nos. A, B & C.

- (i) The staircase and staircase landing in each of the building.
- (ii) One Underground water tank located in the project and overhead water tank located on the roof of each of the building.
- (iii) Plumbing network throughout all the buildings.
- (iv) Sanitary network throughout the building and septic tank and soak pit provided.
- (v) Electric wiring network throughout all the building alongwith common electric meter and common street lights in the pathways.
- (vi) Necessary electrical lighting network and common water connections throughout the project.
- (vii) There is a Well in the southern side of the property which is to be used for fetching water in common along with the other surrounding land owners.
- (viii) Common parking is provided in B wing building.
- (ix) That there is one open spaces to be used as garden by all the owners.
- (x) That all the owners of apartments shall maintain all the buildings, surroundings, path ways, street lights, Well, septic tank, soak pit, open spaces, N. A. Tax and repairs of the same from time to time and shall collect the monthly amount for such maintenance in common and all the owners shall pay such common amount every month /annually.

RESTRICTED AREAS:

- ❖ That all the flat owners and the condominium in common consisting of all the buildings shall maintain all the A, B & C Type buildings of Phase I in proper manner and shall collect the necessary amount of maintenance from all the owners and in case any of the owner does not pay the common maintenance the same shall be recovered by legal process.
- ❖ That all the condominium members shall decide and appoint the necessary office bearers as per the bye laws attached hereto.
- ❖ That certain ground floor flats are provided with adjoining garden and as such no other owner shall claim any right on the said adjoining garden.
- ❖ B wing building not object for A and C wing buildings for parking.
- ❖ That the expenses of maintenance and common expenses like N.A. taxes, common electric consumption, common water consumption, cleaning of the common places, etc. shall be done from the common funds as per the terms and conditions as the condominium may decide from time to time.
- ❖ That the voting and ownership percentage in the total area including the area of path way and open spaces is in proportion to the area of individual apartment.

SIXTH - (a) That the right, title and interest of each owner of a family unit in the general / restricted common area and facilities as listed above and their proportionate share in the profits and common expenses in the general common areas and facilities as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of "SHREE GOVIND APARTMENT PHASE I" Condominium is based on the carpet area of the flat which are as follows:-

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APARTMENT	VOTING AND OWNERSHIP PERCENTAGE
'A' TYPE	
A-1	4.25 %
A-2	4.25 %
A-3	4.25 %
A-4	4.25 %
A-5	4.25 %
A-6	4.25 %
A-7	4.25 %
A-8	4.25 %

'B' TYPE	
B-1	4.25 %
B-2	4.34 %
B-3	4.25 %
B-4	4.25 %
B-5	4.25 %
B-6	4.25 %
B-7	4.25 %
B-8	4.25 %

'C' TYPE	
C-1	3.53 %
C-2	4.25 %
C-3	3.53 %
C-4	4.25 %
C-5	4.25 %
C-6	4.32 %
C-7	3.53 %
C-8	4.25 %

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

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

SEVENTH: That the Administration of Condominium consisting as aforesaid of the building and parcel of land described in the schedule of this declaration shall be in accordance with the provisions of this declaration and with the provisions of the bye laws which are made a part of this declaration and are attached hereto as Exhibit B.

EIGHTH : That as appear above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Apartment Ownership

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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 a restricted common areas and family of the building, each family unit owner having an exclusive and particular right, title and interest over his respective family unit and in addition the specified undivided interest in the restricted common areas and facilities.

NINTH: That so long as the Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto and the Grantor covenants to take no action which will adversely affect the rights of the Association of Apartment Owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of the "SHAH'S GOVIND APARTMENT PHASE F Condominium.

TENTH: That the general Common areas and facilities shall remain undivided and no apartment owner shall bring any action for partition or division thereof.

ELEVENTH: That the percentage of the undivided interest in the restricted common areas and facilities established herein shall not be charged except with the unanimous consent of all the apartment owners expressed in amendment to this declaration duly registered.

TWELTH: That the undivided interest in the 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.

THIRTIETH: That each apartment owner shall comply with the provisions of this declaration, the bye-laws decision and resolutions of the Association of Apartment Owners of its representative and failure to comply with any such provisions decisions or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

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

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

SIXTEENTH: 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 apartment.

SEVENTEENTH: That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this declaration and that the mere acquisition or rental of any of the family unit of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this declaration are accepted and ratified. The respective family unit shall not be rented or given on leave and license or care taker basis by the app. owners thereof for

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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 foregoing obligations, the app. 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 made subject to the covenants and restrictions contained in this Declaration and further subject to the bye laws in Exhibit B attached hereto.

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

NINETEETH : That where a family unit is sold by a mortgagee is exercise of his powers of sale under an English Mortgage against the owner of such family unit, then neither the mortgagee nor the purchaser who derives title to the family unit at such sale, or his successors or assigns shall be liable, for assessments by the association of title by such acquirer, it being understood, however that the above shall not be construed to prevent the association of apartment owners from filing and claiming charge for such assessments and enforcing same as provided by laws, and that such charge shall be subordinate to such mortgage.

TWENTIEETH: That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable for all unpaid assessments by the association of apartment owners against the respective share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee thereof. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the association, as the case may be setting forth the account of the unpaid assessments against the grantor due to the association and such grantee shall not be liable for, nor shall the 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 FIRST: 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 for the same will be necessary and in pursuance of the resolution passed the Board of Managers will be entitled to effect such amendment to the declaration provided such amendment is registered.

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

FIRST SCHEDULE OF THE PROPERTY

All that piece and parcel of property admeasuring 2000-00 Sq. Mtrs. out of S. No. 367/4 total admeasuring Hector 00-40 are Situated at Village Bhagur, within the Deolali Cantonment Board within registration District of Nashik and sub Registration Taluka Nashik the said 2000-00 Sq. Mtrs. area bounded as follows:

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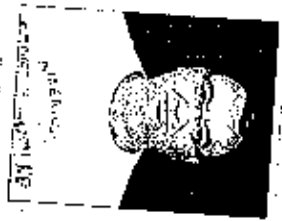
East : By S. No. 368
 West : By S. No. 421/1 to 6/4
 South : By Remaining land owned by Mr. Motilal Kasar
 North : By S.No.367/5

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

SIGNED SEALED AND DELIVERED
 BY THE WITHIN NAMED

[1] SMT. LAXMIHAI FAKIRAO KASAR
 [2] MR. PRAMOD FAKIRAO KASAR
 [3] MR. SANTOSH FAKIRAO KASAR
 [4] KUM. MINAKSHI FAKIRAO KASAR
 [5] MRS. SUNANDA DIPAK MALUNKAR
 [6] M/s. SHAH BUILDERS AND DEVELOPERS
 through its PARTNER MR. ATISH MAHENDRA SHAH
 (GRANTORS)

Atish Mahendra Shah



WITNESSES :

1. *Kishor*
A. S. V. K.

2. *Atish Mahendra Shah*

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EXHIBIT "B"
BYE LAWS OF SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM
CHAPTER I

1) SHORT TITLE & APPLICATION

These bye-laws may be called "the Bye-laws of the SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM. The provisions of these bye laws apply to the SHAH'S GOVIND APARTMENT PHASE I 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:

- 1) In these bye laws, unless the context requires otherwise.
 - a) "Act" means the Maharashtra Apartment Ownership Act, 1970.
 - b) "Association" means the association of all the Apartments Owners constituted by such owners for the purpose of SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM.
 - c) "Board" means a Board of Managers consisting of 3 persons all of whom shall be owners of Apartment in the SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM.
 - d) "Building" means the building located on land admeasuring 2000-00 Sq. Mtrs. out of S. No. 367/4 total admeasuring Hecor 00-40 are Situated at Village Bhagur, and known as the SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM and includes the land forming part thereof.
 - e) "Declaration" means the declaration which the sole owners of the building or all the owners of the building have execute registered as provided in the section 2.
 - g) "Owner" or "Apartment Owner" means the person owning apartment in the SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM.
 - h) "Section" means a section of the Act.
 - l) "unit" means a family unit in the SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM.
 - j) "Registrar" means the Registrar of the co-op. Societies.
- 2) Words & expression used in these bye laws but not defined therein shall have the meaning respectively assigned to them in the act.

3) APARTMENT OWNERSHIP:

The Building located on the land admeasuring 2000-00 Sq. Mtrs. out of S. No. 367/4 total admeasuring Hecor 00-40 are Situated at Village Bhagur known as the SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM is submitted to the provisions of the Act.

4) OBJECT OF ASSOCIATION:

- 1) The objects of the association shall be :
 - a) To be and act as the association of the Apartment Owners of the building called SHAH'S GOVIND APARTMENT PHASE I, at land admeasuring 2000-00 Sq. Mtrs. out of S. No. 367/4 total admeasuring Hecor 00-40 are Situated at Village Bhagur (Hereinafter called the "Said



Building) who have filed their respective Declarations submitting their apartments to the provisions of the Act.

- b) To invest or deposit moneys:
- c) To provide for the maintenance, repair & replacement of the common areas & facilities by contributions from the apartment owners, and if necessary, by raising loans for that purpose:
- d) To retain & rent or license if possible, suitable portions of the common areas to outsiders for commercial purposes and to distribute the common profits left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve fund:
- e) To provide for all & do all & any of the matters provided in the Sub Section (2) of Section 16:
- f) To advance, with the consent of the Apartment owners, any short term loans to any apartment owners in case of emergent necessity & to provide for the repayment thereof in lump-sum or in instalments:
- g) To establish & carry on, its own accounts or jointly within individuals or institutions, educational, physical, social & recreative activities for the benefits of the Apartment Owners:
- h) To frame rules, within the approval of the general meeting of the association & after consulting the Competent Authority & may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association:
- i) To do all the things necessary or & otherwise provide for their welfare expedient for the attainment of the objects specified by the bye-laws.
- 2) The association shall not act beyond the scope of its objects without duly amending the provisions of these bye laws for the purpose.

5) MEMBERS OF THE ASSOCIATION:

All persons who have purchased apartments in the **SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM** & executed respective Declarations u/s. 5 submitting their apartments to provisions of the act shall automatically be the members of the association, and shall pay the some of One Rupee as entrance fee & may purchase at least one share of the face value of RS. 100/- each. Each apartment owner shall receive a copy of the bye-laws on payment of One Hundred Rupees.

2) Upon any Apartment owner selling his Apartment or absolutely conveying the same by way of gift under his will or otherwise, the Purchaser or Donee shall automatically become a member of the Association, & shall be admitted as member on payment of the entrance of One Rupee. The shares held by the Apartment owner shall be transferred to the name of such purchaser or donee on payment of one rupee to the association.

3) On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representatives of his estate, in case he has not made any specific bequest [of the apartment.] The name of the legatee or the names of the legal representatives jointly shall be entered same, in the register of apartment owners maintained by the Secretary for the purpose of Administration of the **SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM** as apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6) JOINT APARTMENT OWNERS:

Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association

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shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.

7) HOLDING OF ONE SHARE COMPULSORY :

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

8) DISQUALIFICATIONS:

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

CHAPTER - II
VOTING QUORUM AND PROXIES

9) VOTING :

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

10) QUORUM :

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

11) VOTES TO BE IN PERSON:

Votes shall be cast in person.

CHAPTER - III
ADMINISTRATION

12) POWERS & DUTIES OF THE ASSOCIATION :

The association shall have the responsibility of administering the **SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM**, approving the annual budget establishing and collecting monthly assessments and arranging for the management of the Condominium in an efficient manner. Except as otherwise provided, resolutions of the association shall require approval by a majority of the owners, casting votes in person.

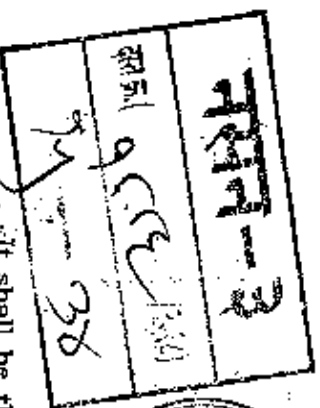
13) PLACE OF MEETINGS :

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

14) ANNUAL MEETINGS :

The first annual meeting of the association shall be held within a period of two months from the date of registration of the declaration. Thereafter the annual meeting of the association shall be held on the 1st day of May of each succeeding year. At such meetings there shall be elected by ballot of the apartment owners a Board of Managers in accordance with the requirements of bye-laws 23. The owners may also transact such other business of the Association as may properly come before them.

15) SPECIAL MEETINGS :



It shall be the duty of the President to call a special meeting of the Apartment Owners as directed by the resolution of the Board or upon a petition signed by a majority of the owners 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 authorised by him in his behalf. The notice of any special meeting shall state the time and place of such meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths of the owners 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. Stating the purpose thereof as well as the time and place where it is so held, to each apartment owner, at least 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye law shall be considered notice served. Notices of all the meeting shall be mailed or sent to the Housing Commissioner, or as the case may be, the Registrar.

17) ADJOURNED MEETINGS :

If any meetings of any owners cannot be organised because a quorum has not attended the owner who are present, may adjourn the meeting to a time not less than 48 hours from the time the original the meeting was called. If at such adjourned meetings also, no quorum is present the owners present in person been not less than two shall form a quorum.

18) ORDER OF BUSINESS:-

The order of business at all meetings of the owners of units shall be as follows:-

- a) Roll call
- b) Proof of notice of meeting or waiver of notice
- c) Reading of minutes of preceding meeting.
- d) Report of Committees.
- e) Report of the Housing Commissioner or the Registrar or of the Officer duly authorised by them if present
- f) Report of Committees.
- g) Election of Board of Managers.
- h) Unfinished Business, if any.
- h) New Business.

**CHAPTER IV
BOARD OF MANAGERS**

19) MANAGEMENT OF ASSOCIATION:-

The affairs of the association shall be governed by a Board of Managers.

20) POWERS 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 these bye laws directed to be exercised & done by the owners.

21) OTHER DUTIES :

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In addition to duties imposed by these bye-laws or by the solution of the association the Board shall be responsible for the following that is to say:

- a) Care, upkeep & surveillance of the **SHAHS GOVIND APARTMENT PHASE I CONDOMINIUM** and the common areas and facilities and the restricted common areas and facilities.
- b) Collection of monthly assessment from the owners.
- c) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the **SHAHS GOVIND APARTMENT PHASE I CONDOMINIUM** and the common areas and facilities and the restricted common areas and the facilities.
- d) To provide for the manner in which the audit and the account of the association shall be carried out.
- e) To inspect the accounts kept by the secretary and /or the treasurer and examine the registers and account books and to take steps for the recovery of all sums due to the association.
- f) To sanction working expenses, count cash balance and deal with other miscellaneous business.
- g) To see that cash written up promptly and is signed duly by one of the members of the Board authorised in this behalf.
- h) To hear and deal with complaints.

22) MANAGER :

The Board may employ for the association a Manager at a compensation determined by the Board to perform such duties and services as the board shall authorise including but not limited to the duties listed in the bye-law 21.

23) ELECTION & 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. The term of office of two Managers shall be fixed at one year. At the expiration of the initial term of office of each respective Manager. A Successor shall be elected to serve a term of three years. The Manager shall hold office until their first meeting. (If a larger Board is contemplated, the terms of Office shall or should be established in a similar manner so that they will expire in different years)

24) VACANCIES :

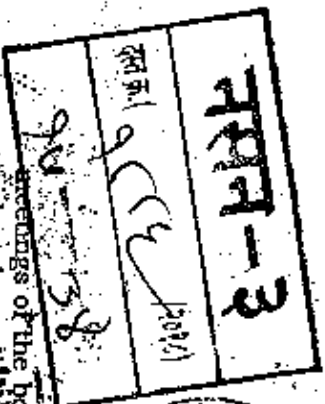
Vacancies in the Board caused by any reason other than the removal of a manager by a vote of the association shall be filled by vote of the majority of the remaining managers, even though they may constitutes than quorum and each person so elected shall be a manager until a successors is elected at the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

25) REMOVAL OF MANAGERS :

At any regular or special meeting duly called any one or more of the managers may be removed with or without caused by a majority of the apartment owners and a successor may then and there to fill the vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26) REGULAR MEETINGS :

Regular meetings of the Board may be held at such time and place shall be determined, from time to time by a majority of managers, but at least two such meetings shall be held during each year. Notice of regular



meetings of the board shall be given to each manager, personally or by mail, or by telegraph, at least three days prior to the day named for such meeting.

27) SPECIAL MEETINGS :

Special Meetings of the Board may be called by the President on three days notice to each Manager, give personally or by mail or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the president of Secretary in like manner and on like notice on the written request of at least three Managers.

28) WAIVER OF NOTICE :

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

29) QUORUM :

At all meetings of the Board 1/3 of the total strength of the Managers shall constitute a quorum for Managers present at the meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting, from time to time any business which might have been transacted at the meeting as originally called may be transaction without further notice, provided there is a quorum present.

30) FIDELITY BONDS :

The board may require that all officers and employees of the association handing or responsible for association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the association.

CHAPTER V OFFICERS

31) DESIGNATION :

The principal officers of the association shall be president, Vice President a Secretary and a Treasurer all of whom shall be elected by and form the Board. The Board may appoint an assistant Treasurer and an assistant Secretary and such other officers as in there judgement may be necessary. In the case an association of One Hundred owners or less, the officers of Treasurer and Secretary, may be filled by the same person.

32) ELECTION OF OFFICERS :

The Officers of the association shall be elected annually by the Board of the Organisation meeting of each new Board and shall hold offices at the pleasure of the Board.

33) REMOVAL OF OFFICERS :

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

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34) 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 vested in the office of president of an association, including, but not limited to the power to appoint committees from among owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the association.

35) VICE PRESIDENT :

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

36) SECRETARY :

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

38) TREASURER :

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

CHAPTER VI

OBLIGATIONS OF THE APARTMENT OWNERS

39) ASSESSMENTS :

All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to **SHAHS GOVIND APARTMENT PHASE I CONDOMINIUM**, which may include an insurance premium for a policy to cover repair work and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made pro-rata according to the value owned, as stipulated in the declarations. Such assessments shall include monthly payments to a General Operating Reserve Fund and a Reserve Fund for replacements.

40) MAINTENANCE AND REPAIR :

- 1) Every owner must perform promptly, all maintenance repair work within his own unit, which if omitted would affect the **SHAHS GOVIND APARTMENT PHASE I CONDOMINIUM** in entirety or in part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.
- 2) All the repair of the internal installation of the unit such as water, light, gas, power, sewage, telephones, air-conditioners, sanitary, installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.



- 3) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas & facility damaged through his fault.

41) USE OF FAMILY UNITS-INTERNAL CHANGES :

- 1) All units (except units on the Ground floor, shop premises) shall be utilised for residential purposes only)
- 2) An owner shall not make any structural modifications or alterations in his unit or installation 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 stipulated time shall mean that there is no objection to the proposed modifications, alteration or installation.

42) USE OF COMMON AREAS AND FACILITIES AND RESTRICTED COMMON AREAS AND FACILITIES :

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 **SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM** and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind such areas shall be used for no other purpose than for formal transit through them.

43) RIGHT OF ENTRY :

- a) An owner shall grant the right of entry to the Manager or to any other person authorised by the Board or the Association in case of an emergency originating in or treating his unit whether the owner is present at the time or not.

- b) An owner shall permit other owners or their representative when so required to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services provided that requests for electrical services provided that request 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 the **SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM** shall post any advertisement or posters of any kind in or on the building except as authorised by the association.
- 2) Residents shall exercise extreme care about making noises or the use of the musical instruments, radios televisions and amplifiers that may disturb others, residents keeping domestic animals shall abide by the Municipal Sanitary bye laws or regulations.
- 3) It is prohibited to hang garments, rugs, etc. from the windows balconies or from any of the faces of the **SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM**.
- 4) It is prohibited to dust rugs, etc. by beating on the exterior part of the said condominium.

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5) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes 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 dust bin.

6) No owner, resident or lessee shall install wiring for electrical or telephone installation television antenna, machines or air conditioning units, etc. on the exterior of the **SHAH'S GOVIND APARTMENT PHASE I CONDOMINIUM** or that ported through the walls or the roof of that condominium except as authorised by the Association.

CHAPTER - VII FUNDS AND THEIR INVESTMENTS

45) FUNDS :

Funds may be raised by the Association in all or any of the following ways namely:

- a) By shares
- b) By contributions and donations from the apartment owners.
- c) From common profits which shall form the nucleus of the reserve funds.
- d) By raising loans, if necessary subject to such terms and conditions as the associations, with the approval of the Competent Authority may determine in his behalf.

46) INVESTMENT:

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 in the State Co. Op. Bank or any other Schedule Bank decided by the meeting.
- b) In any of the securities specified in Section 20 of the Indian Trusts Act 1882.
- c) In any Co. Op. Bank other than those referred to in clause (a) of this bye laws or in any banking company approved for this purpose by the association.

47) AFFILIATION :

Should there be any Federation of Apartment Owners in the locality in which the **SHAH'S GOVIND APARTMENT PHASE I 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.

48) ACCOUNTS :

- 1) A banking account shall be opened by the association into which all moneys received on behalf of the association shall be paid, provided that the Secretary, may retain in his personal custody an amount not exceeding RS. 100/- for petty expenses. All payment above RS. 100/- shall be made by Cheque by the secretary and one member of the board.
- 2) Each apartment owner shall have a pass book in which the secretary shall enter amount paid to be or received for his share in receipts of profits from common areas and contributions towards common expenses and his share of assessment and other dues, if any, in respect of his apartments.
- 3) The association shall on or before 31st July in each year publish an audited annual financial statement in respect of the common areas and facilities containing:



- a) The profit and loss account :
- b) The receipts and expenditure of the previous financial years and,
- c) A summary of the property and assets and liabilities of the common areas and facilities of the association giving such particulars as will disclose the general nature of these liabilities 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 than 15th August every year.
- 5) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement in a similar list of loans. The financial statement shall state up to what date profits and expenses of common areas are included.

49) PUBLICATION OF ACCOUNTS AND REPORTS:

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

50) APPOINTMENT OF AUDITOR:

The association shall appoint at its general meeting an auditor who shall audit the account of the association to be prepared by the board as hereinabove provided and shall examine the annual return and verify the same, with the accounts relating thereto and shall either sign the same as found by him to be correct, duly vouched and in accordance with law, or specially report to the association upon any matter connected with it, or specially report to the association in what respect he finds it incorrect, invoiced or not in accordance with law.

51) POWER OF AUDITOR :

The auditor shall be entitled to call for examine any papers 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 especial report to the association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER - VIII
MORTGAGES

52) NOTICE TO ASSOCIATION :

An owner who mortgages his units shall notify the association through the Manager, if any or the President of Board, in the event there is no manager, the name and address of his mortgage and the association shall maintain such information in book entitled " Mortgages of Units".

53) NOTICE TO UNPAID ASSESSMENTS:

The association shall at the request of mortgagee of a unit report any unpaid assessment due from the owner of such unit.

CHAPTER IX
COMPLIANCE

54) COMPLIANCE: