

संतोष भास्कर शेही

अंड-होकेट
एस-२, दुसरा मजला, सुनोपित मॉडर्न पॉइंट
शरणपुर रोड, नाशिक

वेद

Time 4.12

यु५+२

104 7969

पावती

Original/Duplicate

Monday, November 11, 2019

नोंदणी क्र.: 39म

1:50 PM

Regn.: 39M

पावती क्र.: 14992 दिनांक: 11/11/2019

गावाचे नाव: नाशिक शहर

दस्तऐवजाचा अनुक्रमांक: नसन1-7969-2019

दस्तऐवजाचा प्रकार: डिक्लरेशन

सादर करणाऱ्याचे नाव: साई आनंद बिल्डर्स भागीदारी फर्म तर्फे भागीदार1 श्री. मनोज राजू मकवाना 2 केतन

मोहन मकवाना 3 आनंद मनोहर जैन एच यु एफ नं.1 ते 3 यांचे वि.सु.म्हणून प्रदिपलाल सुभाषलाल बुरड

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 940.00

पृष्ठांची संख्या: 47

एकूण:

रु. 1040.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

2:10 PM ह्या वेळेस मिळेल.

Sub Registrar Nashik1

बाजार मुल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 100/-

सह.दुर्योधन निवंधक तर्फे-२

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: DHC रक्कम: रु. 940/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0811201917554 दिनांक: 11/11/2019

बँकेचे नाव व पत्ता:



Received Original Document
Date:-

15 NOV 2019



15/11/2019

सूची क्र.2

दुय्यम निबंधक : दु.नि. नाशिक 1

दस्त क्रमांक : 7969/2019

नोंदणी :

Regn:63m

गावाचे नाव : नाशिक शहर

(1)विलेखाचा प्रकार	डिक्लरेशन
(2)मोबदला	0
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन : इतर माहिती: मीजे नाशिक येथील स.नं.82/1/ अ यातील प्लॉट नं.34 यासी क्षेत्र 282 . 70 चौ.मी. पैकी क्षेत्र 258 . 88 चौ.मी. व यावरील बांधीव इमारतीस गोविंदा - बी अपार्टमेंट या नावाने घोषित करणेबाबत((Survey Number : 82 ; Plot Number : 34 ;))
(5) क्षेत्रफळ	1) 258.88 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-साई आनंद बिल्डर्स भागीदारी फर्म तर्फे भागीदार1 श्री. मनोज राजू मकवाना 2 केतन मोहन मकवाना 3 आनंद मनोहर जैन एच यु एफ नं.1 ते 3 यांचे वि.मु.म्हणून प्रदिपलाल सुभाषलाल बुरड वय:-45; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं. इंदिरानगर नाशिक , महाराष्ट्र, नाशिक. पिन कोड:-422009 पॅन नं:-ACCFS9935J
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करून दिल्याचा दिनांक	11/11/2019
(10)दस्त नोंदणी केल्याचा दिनांक	14/11/2019
(11)अनुक्रमांक,खंड व पृष्ठ	7969/2019
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	

नोंदणी नंतरची प्रथम
सूची क्र. II प्रत
अस्सल वर हुकुम नमूद
सह. दुय्यम निबंधक वर्ग-२
नाशिक-१.

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

Affidavit



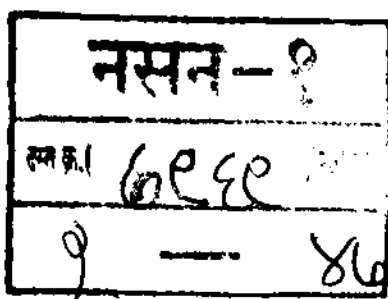


GRN	MH008162577201920E	BARCODE			Date	08/11/2019-19:32:28		Form ID	25.1				
Department Inspector General Of Registration					Payer Details								
Type of Payment Stamp Duty Sale of Non Judicial Stamps IGR Rest of Maha					TAX ID (If Any)								
					PAN No.(If Applicable)								
Office Name NSK1_HQR SUB REGISTRAR NASHIK 1					Full Name		Sai Anand Builders A Partnership Firm						
Location NASHIK													
Year 2019-2020 One Time					Flat/Block No.		Nashik S No 82/1/A Plot No 34						
Account Head Details				Amount In Rs.	Premises/Building								
0030046401 Sale of NonJudicial Stamp				100.00	Road/Street		Govinda B Apartment						
					Area/Locality		Nashik						
					Town/City/District								
					PIN			4	2	2	0	0	3
					Remarks (If Any) SecondPartyName=Govinda B Apartment~CA=1~Marketval=1								
					Amount In	One Hundred Rupees Only							
				100.00	Words								
Payment Details BANK OF MAHARASHTRA					FOR USE IN RECEIVING BANK								
Cheque-DD Details					Bank CIN	Ref. No.	02300042019110861891			193121377682			
Cheque/DD No.					Bank Date	RBI Date	08/11/2019-19:34:25			Not Verified with RBI			
Name of Bank					Bank-Branch		BANK OF MAHARASHTRA						
Name of Branch					Scroll No. , Date		91111 , 11/11/2019						

Department ID : _____ Mobile No. : 0000000000
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चालन केवळ दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चालन वागू
 नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-104-7969	0004213652201920	11/11/2019-13:50:39	IGR311	100.00
Total Defacement Amount					100.00



~~सह. दुय्यम विभाग-२
नागिक-२~~

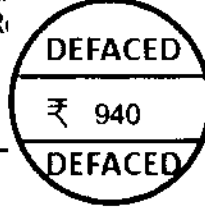


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0811201917554	Receipt Date	11/11/2019
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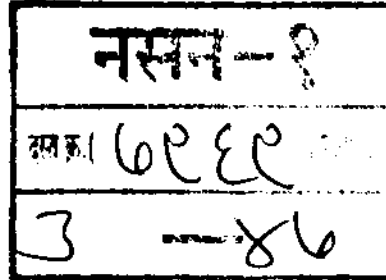
Received from sai anand builders bhagidari farm tarfe bhagidar1 shri. manoj raju makwana 2 ketan mohan makwana 3 anand manohar jain h yew f no.1 te 3 yanche vi.moo.mhanun pradiplal subhashlal burad, Mobile number 9326008324, an amount of Rs.940/-, towards Document Handling Charges for the Document to be registered on Document No. 7969 dated 11/11/2019 at the Sub Registrar, Nashik 1 of the District Nashik.



Payment Details

Bank Name	MAHB	Payment Date	08/11/2019
Bank CIN	10004152019110808996	REF No.	006971429
Deface No	0811201917554D	Deface Date	11/11/2019

This is computer generated receipt, hence no signature is required.





CHALLAN
MTR Form Number-6



GRN MH008162577201920E		BARCODE		Date 08/11/2019-19:32:28		Form ID 25.1	
Department Inspector General Of Registration				Payer Details			
Type of Payment Stamp Duty Sale of Non Judicial Stamps IGR Rest of Maha				TAX ID (If Any)			
				PAN No.(If Applicable)			
Office Name NSK1_HQR SUB REGISTRAR NASHIK 1				Full Name		Sai Anand Builders A Partnership Firm	
Location NASHIK				Flat/Block No.		Nashik S No 82/1/A Plot No 34	
Year 2019-2020 One Time				Premises/Building		Govinda B Apartment	
Account Head Details			Amount in Rs.		Road/Street		
0030046401 Sale of NonJudicial Stamp			100.00		Nashik		
					Area/Locality		
					Town/City/District		
					PIN		
					4 2 2 0 0 3		
					Remarks (If Any)		
					SecondPartyName=Govinda B Apartment-CA=1-Marketval=1		
Total			100.00		Amount in Words One Hundred Rupees Only		
Payment Details BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	02300042019110861891 006963875	
Cheque/DD No.				Bank Date	RBI Date	08/11/2019-19:34:25 Not Verified with RBI	
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

Department ID :

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

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Mobile No. : 0000000000

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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0811201917554	Date 08/11/2019
Received from sai anand builders bhagidari farm tarfe bhagidar1 shri. manoj raju makwana 2 ketan mohan makwana 3 anand manohar jain h yew f no.1 te 3 yanche vi.moo.mhanun pradiplal subhashlal burad, Mobile number 9326008324, an amount of Rs.940/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Nashik 1 of the District Nashik.	
Payment Details	
Bank Name MAHB	Date 08/11/2019
Bank CIN 10004152019110808996	REF No. 006971429
This is computer generated receipt, hence no signature is required.	

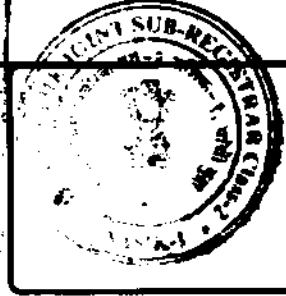
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**GOVINDA - B APARTMENT DECLARATION UNDER
APARTMENT OWNERSHIP ACT - FORM-A**

DECLARATION OF APARTMENT

**THIS DECLARATION OF APARTMENT made & executed at
Nashik on this 11th day of November in the Christian Year 2019....**

**Sai Anand Builders
Partnership Firm
through its Partners**

- 1. Mr. Manoj Raju Makwana
Age: 29 yrs., Occ. Business,
R/o. Flat No.14, Darpan Sankul A,
Jadhav Colony, Makhmalabad Raod,
Panchavati, Nashik -422003.**
- 2. Mr. Ketan Mohan Makwana
Age: 30 yrs., Occ. Business,
R/o. Flat No.10, Darpan Sankul A,
Jadhav Colony, Makhmalabad Raod,
Panchavati, Nashik -422003.**
- 3. Anand Manohar Jain H.U.F.
through its karta
Mr. Anand Manohar Jain
Age: 44 yrs., Occ. Business,
R/o. Flat No.05, Ganraj Sankul,
Panchavati, Nashik -422003.**

**Hereinafter referred as "Builder/Grantor/Developer/Owner/
Promoter" (which expression shall unless repugnant to the con-
text or meaning thereof shall mean & include its proprietor,
their legal heirs, official assignees, representatives administra-
tors and assigns) of the FIRST PART.**

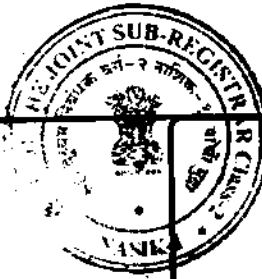
**Hereinafter referred to as Grantor/Grantors who are fully
empowered and qualified to execute this deed does hereby state:**

**FIRST: THAT the "Grantors" are seized and possessed of and
sufficiently entitled to the Non-agricultural tenure lying and be-**

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ing at Village Nashik , within the limits of the Nashik Municipal Corporation and with in the jurisdiction of Sub-Registrar of Nashik situated in the locality known as bearing Survey No.82/1/A, Plot No. 34 , area adm. 258.88 sq.mtrs. out of total area adm. 282.70 sq.mtrs. bounded as follows:

EAST : By Plot No.35 & 36.

WEST : By Colony Road.

SOUTH : By Colony Road.

NORTH : By Plot No.33.

All the said property with soil, sub-soil and rights thereof.

SECOND:

WHEREAS Grantor has possessed and otherwise well and sufficiently entitled to the said Survey No.82/1/A, Plot No. 34 , area adm. 258.88 sq.mtrs. out of total area adm. 282.70 sq.mtrs. of village Nashik, Tal. & Dist.Nashik.

AND WHEREAS the Grantor has got approval from the concern local authority the plans, elevations , sanction and details of the said building under commencement certificate No.LND/BP/C-1/486/965 /15, dtd. 06/11/2015.

That the Grantor have constructed a building on said Survey No.82/1/A, Plot No. 34 , area adm. 258.88 sq.mtrs. out of total area adm. 282.70 sq.mtrs. of village Nashik, Tal. & Dist.Nashik. The project is known as **GOVINDA - B APARTMENT** according to the plan attached hereto as Exhibit A which were approved by the Nashik Municipal Corporation under Commencement Certificate No.LND/BP/C-1/486/965 /15, dtd. 06/11/2015. And construction of the said building has completed and Completion Certificate has been granted by Nashik Municipal Corporation vide letter No.Nanivi/C-1/23906/2019, Dtd.09/08/2019.The postal address of the project/buildings is as follows:

GOVINDA - B APARTMENT

Kumavat Nagar, Makhmalabad Road, Panchavati Nashik.

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THIRD: THAT the as per sanctioned building plan said Project consists 1 Building and project is known as GOVINDA - B APARTMENT.

That the GOVINDA - B APARTMENT building consists Ground + Four upper floors.

The GOVINDA - B APARTMENT consists 12 Flats of individual apartments all for residential purposes.

The each units having independent approached through common staircase as per approved and sanctioned building plan and the unit holders are as capable of individual utilization on account of having their own exit to a common area and facility of the building and the apartment will be sold to one or more owners each owners obtaining a particular & 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 & also an undivided interest in the General and/or restricted common areas & facilities of the building as listed hereinafter in this deed, necessary for their adequate use and enjoyment and hereinafter in referred to as general and/or restricted common areas and facilities. All of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

FOURTH: AND WHEREAS GOVINDA - B APARTMENT CONDOMINIUM constructed upon the said property as per the rule of Floor Space Index {F.S.I.} the details of which are mentioned on occupancy building plan. However in case there is any increase in the said F.S.I. and clause of any bye-laws by the concerned authorities in the future, the same shall be utilized exclusively by the GOVINDA - B APARTMENT.

That the Grantor commenced the construction of project on the date of commencement certificate and further entered into various Agreement with prospective buyers/ allottee then the Real Estate (Regulation and Development) Act 2016 has been came into force in the state and accordingly the Grantor applied for the registration of project to the authority and authority

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granted the registration of GOVINDA - B APARTMENT project vide registration certificate no. P-51600007264 on dtd.dtd.17/8/2017 , as per the Rules and Regulations made there under, computation of measurement of carpet of units has been changed, though Grantor has been entered into various agreement prior to enactment of R.E.R.A. Act, this conveyance of apartment / Declaration of Apartment , the area of each apartment have been computed as per carpet area and net useable area as mentioned in R.E.R.A. Act.

THAT the aforesaid building consists of a units according to the plan attached hereto as Exhibit "A". The each apartment consisting in heritable and transferable immovable property within the meaning of any law from the time being in force in of total apartments area of the building is 485.75 sq.mtrs.(Carpet as per R.E.R.A. Act) and except said carpet area and net usable area of each apartment ,remaining area will constitute general and/or restricted areas ,common areas & facilities.

FIFTH: THAT the condominium shall be known as the GOVINDA - B APARTMENT CONDOMINIUM and that the family units and common areas and facilities of the building will be as follows:

DETAILS OF UNITS GOVINDA - B APARTMENT

On the First Floor

FLAT NO.1 (FAMILY UNITS)

[Milind Suresh Dusane & Vidya Milind Dusane]

(Agreement Regd.No.1388/2017, dtd.06/03/2017)

It is a Residential Unit (Family Unit) of Flat having Carpet area 50.97 sq.mtrs. + Balcony area adm. 3.18 sq.mtrs. The flat boundaries are as per sanctioned building plan.

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FLAT NO.2 (FAMILY UNITS)

[Ramkeval Ramdhani Kanojiya & Prabhavatidevi Ramkeval Kanojiya]

[Agreement Regd.No.280/2019, dtd.11/01/2019]

It is a Residential Unit (Family Unit) of Flat having Carpet area 36.32 sq.mtrs. . The flat boundaries are as per sanctioned building plan.

FLAT NO.3 (FAMILY UNITS)

[Vipesh Rameshbhai Patel]

[Agreement Regd.No.5132/2017, dtd.15/07/2017]

It is a Residential Unit (Family Unit) of Flat having Carpet area 35.46 sq.mtrs. + Balcony area adm. 3.00 sq.mtrs. The flat boundaries are as per sanctioned building plan.

On the Second Floor

FLAT NO.4 (FAMILY UNITS)

[Bhushan Suresh Varade & Suresh Khanderav Varade]

[Agreement Regd.No.6182/2017, dtd.29/08/2017]

It is a Residential Unit (Family Unit) of Flat having Carpet area 49.22 sq.mtrs. + Balcony area adm. 3.18 sq.mtrs.. The flat boundaries are as per sanctioned building plan.

FLAT NO.5 (FAMILY UNITS)

[Pravin Suresh Jagtap & Surekha Pravin Jagtap]

[Agreement Regd.No.1184/2019, dtd.20/02/2019]

It is a Residential Unit (Family Unit) of Flat having Carpet area 36.32 sq.mtrs. . The flat boundaries are as per sanctioned building plan.

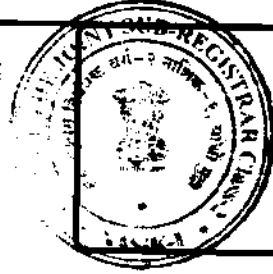
FLAT NO.6 (FAMILY UNITS)

[Smita Dinesh Ahire & Dinesh Gopichand Ahire]

[Agreement Regd.No.6102/2017, dtd.24/08/2017]

It is a Residential Unit (Family Unit) of Flat having Carpet area 35.46 sq.mtrs. + Balcony area adm. 3.00 sq.mtrs. The flat boundaries are as per sanctioned building plan.

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On the Third Floor

FLAT NO.7 (FAMILY UNITS)

[Sangita Shashikant Kumavat]

(Agreement Regd.No.6718/2017, dtd.22/09/2017)

It is a Residential Unit (Family Unit) of Flat having Carpet area 49.22 sq.mtrs. + Balcony area adm. 3.18 sq.mtrs.. The flat boundaries are as per sanctioned building plan.

FLAT NO.8 (FAMILY UNITS)

[Unsold i.e. Property of Grantor]

It is a Residential Unit (Family Unit) of Flat having Carpet area 36.32 sq.mtrs. . The flat boundaries are as per sanctioned building plan.

FLAT NO.9 (FAMILY UNITS)

[Vithabai Hiranman Birari & Pramod Hiranman Birari]

(Agreement Regd.No.9156/2017, dtd.26/12/2017)

It is a Residential Unit (Family Unit) of Flat having Carpet area 35.46 sq.mtrs. + Balcony area adm. 3.00 sq.mtrs. The flat boundaries are as per sanctioned building plan.

On the Fourth Floor

FLAT NO.10 (FAMILY UNITS)

[Sushila Dilip Jadhav]

(Agreement Regd.No.9675/2018, dtd.12/12/2018)

It is a Residential Unit (Family Unit) of Flat having Carpet area 49.22 sq.mtrs. + Balcony area adm. 3.18 sq.mtrs.. The flat boundaries are as per sanctioned building plan.

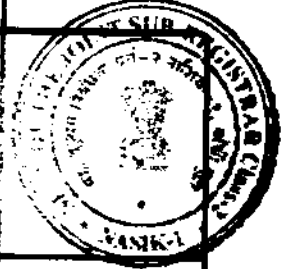
FLAT NO.11 (FAMILY UNITS)

[Unsold i.e. Property of Grantor]

It is a Residential Unit (Family Unit) of Flat having Carpet area 36.32 sq.mtrs. . The flat boundaries are as per sanctioned building plan.

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FLAT NO.12 (FAMILY UNITS)

[Kisan Soma Gawande & Sangita Kisan Gawande]

(Agreement Regd.No.4092/2018, dtd.16/05/2018)

It is a Residential Unit (Family Unit) of Flat having Carpet area 35.46 sq.mtrs. + Balcony area adm. 3.00 sq.mtrs. The flat boundaries are as per sanctioned building plan.

Common areas and facilities.

1. Corridors.
2. The foundation, main walls, columns, beams and roof of the UNIT.
3. Plumbing network through the UNIT and water meters & water connection of the building.
4. Electrical Wires Common.
5. Drainage System Common.
6. Approach road from the UNIT line to the colony road.
7. Approach building margin Common of the UNIT / Marginal space.
8. Staircase available to the building is common for the family unit/apartment.
9. Common Maintenance.
10. Open Space adjacent to the building.
11. Top Terrace of the buildings
12. Lift.
13. Land under the building.
14. Common Parking.

Restricted areas facilities.-

Nil-

SIXTH:

a) That the right, title and interest of each owner of the unit in the general common area & facilities listed above and their proportionate shares in the profits and the common exist in the said general common areas as well as the proportionate repre-

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sentation for voting purpose in the meeting of association of apartment owner as GOVINDA - B APARTMENT CONDOMINIUM is based on proportionate net carpet area of each family unit/ apartment to the total area. The voting rights is workout as follows:

GOVINDA - B APARTMENT

Floor	Flat No.	Percentage
First	1	10.49%
First	2	7.48%
First	3	7.30%
Second	4	10.13%
Second	5	7.48%
Second	6	7.30%
Third	7	10.13%
Third	8	7.48%
Third	9	7.30%
Fourth	10	10.13%
Fourth	11	7.48%
Fourth	12	7.30%

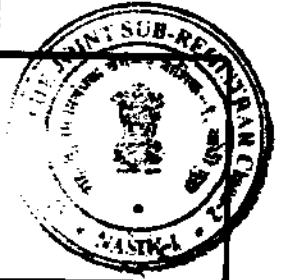
Total 100%

b) The proportionate representation of voting purposes and also the proportionate shares in profits and expenses both provided in (a) hereof may be limited in accordance with the provisions of the bye-laws attached hereto a Exe. B apartments and the percentage of the undivided interest in the common areas and facilities appertaining to the each apartment are not encumbered in any manner what-so-ever on the date of this declaration.

SEVENTH: That the administration of GOVINDA - B APARTMENT CONDOMINIUM consisting as aforesaid of the building and

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parcel of land described in paragraphs first and fifths of this deed shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws which are made a part of this deed and are attached hereto as Exhibit-B.

EIGHTH: That as appears above, a plan of apartment ownership is hereby contributed under the subject to the provisions of the Maharashtra Apartment Ownership Act. 1970 so that all the family units/apartments of the building may be conveyed and register as individual properties capable of the independent use, on account of each having its own exit to unit owner having a exclusive and particular right title and interest over his respective family unit/apartment & in addition the specified undivided interest in the common areas and or restricted common areas and facilities.

NINTH: That the stamp duty and registration fees is paid as per Maharashtra Stamp Act.

TENTH: That so long as the Grantor owns one/ more of the family units/apartment, the grantor shall be subject to the provisions of this deed and of the Exe. A & B attached hereto & the Grantor covenants to take no action which will adversely affect the rights of the association by reason of the establishment.

ELEVENTH: That the general and/or restricted common areas and facilities shall remain undivided and no owners shall bring any action for partition/ division thereof.

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

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THIRTEENTH: That the undivided interest in the general & or restricted areas & facilities shall not be deemed conveyed/ encumbered with the unit even though such interest in not expressly mentioned/ described in the conveyance of other instrument.

FOURTEENTH: That each apartment owners shall comply with the provisions of this Deed, the bye-laws, decision and resolutions of the association of apartment owners of its representative, and failure to comply with any such provisions, decision or resolution, shall be grounds for an action to recover sums due, for damages, o fore injective relief.

FIFTEENTH: That the declaration 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 provision share in, amended unless all of the apartment owners and the mortgagees of all the mortgagees covering the units unanimously agree to such revocation, or amendment, or removal of the property from the plan by duly registered instruments.

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

SEVENTEENTH: All sums assessed by the association but unpaid for the share of the common expenses, chargeable to any family unit /apartment shall contribute a charge such family unit /apartment prior to all other charges except only (1) charge, if any, on the family unit/apartment for payment of Govt. or Municipal Taxes or both and (2) all sums unpaid on a first mortgage of the apartment.

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EIGHTEENTH: That all present or future owners, tenants, future tenants / any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed and that the more acquisition/rental of any of the family units/apartment of the building/ the more act of occupancy of any of the said units shall signify that the respect family unit / apartment 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 Exe. B attached hereto.

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

TWENTIETH: That, where a unit is sold by a mortgages in exercise of his powers of sale under & English Mortgage or by a Court in execution of a suit brought by a mortgage against the owner of such family unit/apartment, than neither the mortgagee not the purchaser who derives title to the family unit / apartment at such sale/ his successors/ assigns 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 constructed to prevent the association of apartment owners from filling the and claiming charge for such assessments and that such charge shall be subordinate to such mortgage.

TWENTY FIRST: That in voluntary conveyance of a family unit/ apartment the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the

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association of apartment owners against the letter for his share of the common expenses at the time of the grant/ conveyance without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Manager/ Board of Managers of the association as the case may be, setting forth the amount of the unpaid assessment against the grantor due to the association and such grantee shall not be liable for nor shall the family unit /apartment conveyed by subject to a charge for any amount of unpaid assessments made by the association of apartment owners against the grantor in excess of the amount therein set forth.

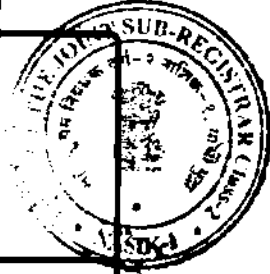
TWENTY SECOND: That the Manager/ Board of Manager of the association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgagees covering family units/apartments but without prejudicial to the right of the owner of a family unit/ apartment to obtain individual family unit/apartment insurance.

TWNETY THIRD: That the Manager/ Board of Manager of the coverage shall be a common expenses to be paid by monthly assessment levied by the association of apartment owners, and that such payment shall be hold in a separate account of the association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

IN WITNESS WHEREOF THE GRANTOR HERETO SET THEIR HANDS THIS DAY, DATE AND FIRST MENTIONED HEREIN ABOVE MENTIONED.

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SIGNED & DELIVERED
BY Builder/Grantor/
Developer/Owner/Promoter
Sai Anand Builders
Partnership Firm through its Partners

1. **Mr. Manoj Raju Makwana**

Manoj Raju Makwana



2. **Mr. Ketan Mohan Makwana**

Ketan Mohan Makwana



3. **Anand Manohar Jain H.U.F.**
through its karta
Mr. Anand Manohar Jain

Anand Manohar Jain



WITNESSES

1) *Rajy Makwana*
Rajy Makwana

2) *Pushant Mukan*
Pushant Mukan

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EXHIBIT 'B'

(SEE CLAUSE 18)

**BYE-LAWS OF THE GOVINDA - B APARTMENT
CONDOMINIUM**

CHAPTER-1

1. Short Title An Application:

(i) These bye-laws may be called the bye-laws of the GOVINDA - B APARTMENT CONDOMINIUM.

(ii) The Provisions of these bye-laws apply to the GOVINDA - B APARTMENT CONDOMINIUM. All present or future owners, tenants, future tenants, or their employees, or any other person 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 or 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 units will signify that these bye-law are accepted, rectified, and will be complied with.

2. Definitions:

(i) In these bye-laws, unless the context requires otherwise;

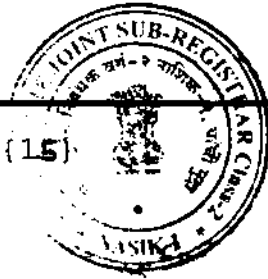
(a) "ACT" means the Maharashtra Apartment Ownership Act, 1970;

(b) "ASSOCIATION" means the Association of all the apartment owners constituted by such owners for the purpose of the GOVINDA - B APARTMENT CONDOMINIUM.

(c) "BOARD" means a Board of managers consisting of 5 person of all whom shall be owners of apartment in the GOVINDA - B APARTMENT CONDOMINIUM.

(d) "BUILDING" means the building located on said Survey No.82/1/A, Plot No. 34 , area adm. 258.88 sq.mtrs. out of total

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area adm. 282.70 sq.mtrs. of village Nashik, Tal. & Dist.Nashik and known as the GOVINDA - B APARTMENT CONDOMINIUM and includes the land forming part thereof.

(e) "DECLARATION" means the Declaration which all the owners of the building have executed and registered as provided in section 2;

(f) "MAJORITY OF OWNERS" means those owners holding 51 percent of the votes in accordance with the percentages assigned in the Declaration;

(g) "OWNER" or "APARTMENT OWNERS" means the person owning an apartment in the GOVINDA - B APARTMENT CONDOMINIUM.

(h) "SECTION" means a section of Act:

(i) "UNIT" means a family unit/apartment in the GOVINDA - B APARTMENT CONDOMINIUM.

(i) "REGISTRAR" means the Registrar of Co.Op. Societies.

(ii) Words and expressions used in the bye-laws defined therein shall have the meaning respectively assigned to them in the ACT.

3. Apartment Ownership:

The building located on said Survey No.82/1/A, Plot No. 34 , area adm. 258.88 sq.mtrs. out of total area adm. 282.70 sq.mtrs. of village Nashik, Tal. & Dist.Nashik. and known as the GOVINDA - B APARTMENT CONDOMINIUM is submitted to the provisions of the Act.

4. Object of Association:

(1) The object of the association shall be:

(a) To be and to act as the association of apartment-owners of the building called GOVINDA - B APARTMENT CONDOMINIUM

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at village: Nashik, Tal. & Dist. Nashik (hereinafter called the "SAID BUILDING") who have filed their respective declaration submitting their apartments to the provisions of the Act;

- (b) To invest or deposit money;
- (c) To provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the apartment owners, and if necessary, by raising loans for that purpose;
- (d) to retain and rent or license if possible, suitable portions of the common areas to outsiders excluding restricted area i.e. Terrace etc. for commercial purpose, & to distribute the common expenses amongst apartment owners as common profits or accumulate the same for building up a reserve fund;
- (e) To provide for and do all and any of the matters provided in sub section (2) of Section 16;
- (f) To advance with the consent of the apartment owners to any apartment owners in case of any emergent necessity, and it provide for the repayment thereof in lump sum or in installment;
- (g) To establish and carry on, on its own account or jointly with individuals of institutions, educational, physical, social and recreative activities for the benefit of the apartments owners;
- h) To frame rules, with the approval of the general meeting of the association and after consulting the competent authority, establish a provident fund and gratuity fund, if necessary for the benefit of the employees of the association;
- i) To do all things necessary and/or other wise provide for their welfare expenditure for the attainment of the object specified in these by-laws.

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2. The association shall not act beyond the scope of its object without duly amending the provisions of these by-laws for the purpose.

(4) MEMBERS OF ASSOCIATION:

(i) All persons who have purchased apartments in the GOVINDA - B APARTMENT and executed respective Declarations under Section 5 submitting their apartment to provisions of the Act shall automatically be the members of the association, and shall pay the sum of Rs.10/- as entrance fees and may purchase at least one share of the face value of Rs.250/- each. Each apartment owner shall receive a copy of the by-laws on payment of Rs.250/-.

(ii) Upon any apartment owner selling his apartment is absolutely conveying the same by way of gift under his will or otherwise, the purchase or done shall automatically become a member of the association, and shall be admitted as member of payment of the entrance fee of one rupee. The shares held by an apartment shall be transferred to the name of such purchaser or done on payment of one rupee to the association.

(iii) On the death of an apartment owner, the apartment of such apartment owner shall be transferred to the persons whom he bequeaths the same by his will, or to the legal representative of the estate, in case he has not made by/ any specified bequest of the apartment. The name of the legally or the names of the legal representatives jointly shall be entered in the register of apartment owners maintained by the Secretary for the purpose of administration of the GOVINDA - B APARTMENT as apartment owner or joint apartment owners. Where legally is a nor, the apartment owner shall be entitled to appoint a guardian of such minor.

(6) Joint Apartment Owners: Where an apartment has

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been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the association shall be issued in their joint names, but the persons whose name stands first in the share certificate, shall alone by and 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) **Disqualification:** No apartment owner shall be entitled to vote on the questions of the election of members of the board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he is in arrears of any sum due from him in respect of his contributions for common expenses, for a more than sixty days on the last day of the year preceding the year in which the elections to the Board would take place.

CHAPTER-2-VOTING QUORUM AND PROXIES

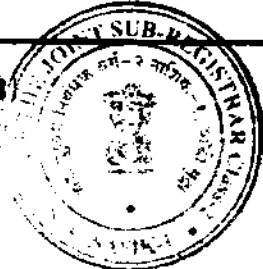
(9) **Voting:** Voting shall be on a percentage basis, and the percentage of the vote to which the owner is entitled is the family unit or units in the declaration.

(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 Cast In Person:** Votes shall be cast in person.

CHAPTER-3-ADMINISTRATION

(12) **Powers And Duties of Association:** The association will have the responsibility of administering the GOVINDA - B APARTMENT approving the annual budget, establishing and collecting monthly assessment and arranging for the management of the condominium in an efficient manner, except as otherwise

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provided, resolution of the association shall require approval by a majority of owners, casting votes in person.

(13) **Place of Meeting:** Meeting of the association shall be held at suitable place convenient to the owners as may from time to time be designated by the association.

(14) The first annual meeting of the association shall be held on 15th March Thereafter, the annual meetings of the association shall be held on the 1st Sunday of every March each succeeding year. At such meetings, there shall be elected by ballot of the apartment owners a Board in accordance with requirements of bye-laws.

(15) **Special Meeting:** It shall be the duty of the President to call a special meeting of the apartment owners as directed by a 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 authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting except as stated in the notice without the consent of the four fifths of the owners present in person.

(16) **Notice Of Meetings:** It shall be the duty of the secretary to mail or send a notice of each annual or special meetings, stating the purpose there of as well as the time and place where it is to be 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-laws shall be mailed or sent to the Housing Commissioner or as the case may be, the Registrar.

(17) **Adjourned Meeting:** If any meeting of owners cannot be organized because of quorum has not attended, the owners who are present, may adjourn the meeting to at time not less than

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forty eight hours from the time the original meeting was called. If at such adjourned meeting, also no quorum is present the owners present in person being not less than forty eight hours from the time the original meeting was called. If at such adjourned meeting, also no quorum is present the owners present in person being not less than two shall form a quorum.

(18) **Order of Business:** The order of business at all meeting 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 minits of preceding meeting.
- d) Report of Committees.
- e) Election of Board.
- f) Unfinished Business, if any.
- g) New business.

CHAPTER -4 -BOARD OF MANAGERS

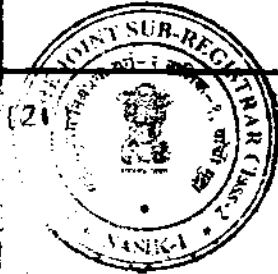
(19) **Management of Association:** The affairs of the association shall be governed by a Board of Managers.

(20) **Power And Duties of Board:** The board 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 of by these bye-laws directed to be exercised & done by owners.

(21) **Other Duties:** In addition to duties imposed by these bye-laws or by resolutions of the association the Board shall be responsible for the following that is to say.

- (a) Care, unkeep and surveillance of RAJMUDRA EMPIRE APARTMENT and the common areas and facilities.
- (b) Collection of monthly assessment from the owners;

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(c) Designation, employment, remuneration and dismissal of the personal necessary for the maintenance and operation of the GOVINDA - B APARTMENT and the common areas and facilities.

(d) Provide for the manner in which the audit and accounts 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 & 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 book 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 employ 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 bye-laws-21.

(23) Election And Term of Officer: At the first annual meeting of the association, the term of office of two managers shall be fixed for three years, the terms of officer 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 the initial term of office of each respective manager, his successor shall be elected to serve a term of three year. The Manager shall hold office until their successors have been elected and 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.

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(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 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 Managers:** At any regular or special meeting duly called, any one or more of managers may be removed with or without cause by a majority of the apartment owners & a successor may then and there be elected 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) **Organization Meeting:** The first meeting of newly elected Board shall be held ten days of election at such place as shall be fixed by the managers were elected and no notice shall be necessary to the newly elected managers in order legally to constitute such meeting provided a majority of the whole Board shall be present.

(27) **Regular Meetings:** Regular meetings of the Board may be held at such time and place as 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 telegraph, at least three days prior to the day held for such meetings.

(28) **Special Meetings:** Special meeting of the board may be (held at such time be determined from time to time, by a majority of managers) called by the president on three days notice to each Manager, given personally, or by mail, or telegraph, which Notice shall state the time place (as herein above provided) and purpose of the meeting. Special meeting of the Board shall be

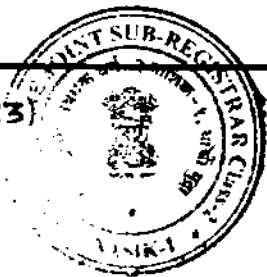
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called by the president or secretary in like manner and on like notice on the written request of at least three managers.

(29) **Waiver of Notice:** Before and/or at any meeting of the Board, any manager, may in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice, attendance by a manager at any meeting of the Board shall be a waiver of notice by time of the time and 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.

(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 a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present the majority of those present may adjourn the meeting from time to time, at any such adjourned the meeting, any business which might have been transacted at the meeting as originally called may be transacted without further quorum present.

(31) **Fidelity Bonds:** The Board may require that all officers and employees of the Association handling or responsible for association funds shall furnish, adequate fidelity bonds. The premiums on such bonds be paid by the association.

CHAPTER-5-OFFICERS

(32) **Designation:** The Principal officers of the association shall be a president a vice president, a Secretary, and a Treasurer of all whom shall be elected by and from the Board.

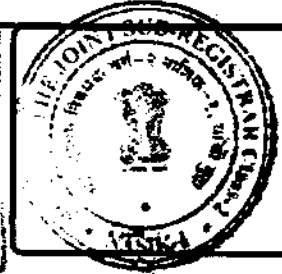
(33) **Election of Officers:** The officers of the association shall be elected annually by the Board at the organization meeting of each new Board and shall hold offices at the pleasure of the Board.

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(34) 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.

(35) President: The president shall be the Chief Executive Officer of the association. He shall preside at all the meeting 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 the president of an association, including but not limited to the power to appoint committees from among the 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.

(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 the President, nor the vice-president is able to act, the Board shall appoint some other members of the Board so to act on an inter in basis. The vice-president, shall, also perform such other duties as shall from time to time, be imposed upon him by the Board.

(37) Secretary: The Secretary shall keep the minutes of meeting of the Board and the minutes of all 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 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 receipts and disbursement in books belonging to the association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the association in such depositories as may from time to time be designated by the Board.

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CHAPTER-6-OBLIGATIONS OF THE APARTMENT OWNERS:

(39) Assessment: All owners are obliged to pay monthly assessment imposed by the association to meet all expenses relating to the GOVINDA - B APARTMENT which may include insurance premium for a policy to cover repair, reconstruction work in case of hurricane, fire, earthquake or other hazards or calamity. The assessments shall be made pro-rate according to the value of the unit owned, as stipulated in the declaration. Such assessments shall include monthly payments to a General Operating Reserve and Reserve Fund for Repairs.

(40) Maintenance and Repair:

(i) Every owner must perform promptly, all maintenance and repair work within his own unit, which if omitted would affect the GOVINDA - B APARTMENT in entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.

(ii) All the repairs of internal installations of the units 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 expenses of the apartment owner concerned.

(iii) The owner shall reimburse the association for any expenditure incurred in repairing or replacing an common area and facility damaged through his fault.

(41) Use of Family Units Internal Changes:

i) All family units shall be utilized for residential purpose only.

ii) An owners shall not make any structural modification or alteration in his unit or installations located therein, without previously notifying the association in writing through the presi-

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dent of the board if no manager is employed, the association shall have the obligation to answer within the stipulated time shall mean that there is no objection to the proposed modification, alteration or installation.

(42) **Use of Common Areas and Facilities:** An owner shall not place or cause to be placed or cause to be placed in the lobbies, vestibules, stairways, and other areas of GOVINDA - B APARTMENT and facilities of a similar nature any furniture package or objects of any kind. Such areas shall be used for no other purpose than for normal transits through them.

(43) **Right to Entry:**

(i) An owner shall grant the right of entry of the manager or to any other person authorized by the board or the association in case of any emergency originating in or threatening the unit, whether the owner is present at the time or not.

(ii) An owner shall permit other owner of their representatives when so required to enter his units for the purpose of performing installations, alteration or repairs to the mechanical or electrical 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:**

i) No resident of the GOVINDA - B APARTMENT and shall post any advertisement, or posters of any kind in or on the building except as authorized by the association.

ii) Residents shall exercise extreme care about making noise or the use of musical instruments, radius, television, & amplifiers that that may disturb others. Residents keeping domestic animals shall abide by the Municipal sanitary by laws or regulations.

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iii) It is prohibited to dust rugs etc. from the windows, or to clean rugs etc., by beating on the exterior part of the CONDOMINIUM.

iv) It is prohibited to throw garbage or trash outside the disposal installation provided for such purposes in the service areas. If such installation is not provided, all garbage or thrash shall be collected in a vessel and thrown in the Municipal dust bin.

v) No owner, resident or lease shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc. on the exterior of the GOVINDA - B APARTMENT or that protrude through the walls of the roof of that CONDOMINIUM except as authorised by the association.

CHAPTER-7-FUNDS & 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 fund.
- d) by raising loans, if any, necessary, subject to such terms and conditions as the association, with the approval of the competent authority, may determine in this behalf.

(46) Investment: The association may invest or deposit its funds in one or more of the following :

- a) In the central co. operative bank or in the state co. operative bank.

OR

- b) In any of the securities specified in section 20

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of the Indian Trusts Act, 1882.

OR

- c) In any co. operative Banks other than those referred to in clause (a) of this by-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 said GOVINDA - B APARTMENT is situated, the association, 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.

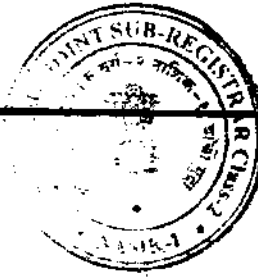
(48) Accounts:

- i) 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 personal custody an amount not exceeding Rs.1000/- (Rupees One Thousand Only) for petty expenses. All payments above the amount of Rs.200/- (Rupees Two Hundred only) shall be made by cheques signed by any two members of the board.
- ii) Each apartment owner shall have a pass book in which the secretary shall enter amounts paid to or received for his share in receipts of profits from common areas & contribution towards common expenses, and his share of assessment and other dues, in respect of his apartment.
- iii) The association shall on or before 31st March 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 year, and
 - c. A summary of the property and assets and liabilities of the common areas and facilities of the association giving such par-

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particulars as will disclose the general nature of these liabilities and assets has been arrived at.

iv) 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.

v) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement a similar list of loans. The financial statement shall state up to what date profit 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 accounts of the association to be prepared by the Board as herein before 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 in what respect he finds it incorrect, un vouched 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 the common areas & 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 accounts which appears to him to require notice.

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CHAPTER-8-MORTGAGES

52) Notice to Association: An owner who mortgages his unit, shall notify the association through the manager, if any or the president of the Board, in the event there is no manager, the name and address of his mortgagee and the association shall maintain such information in a book entitled "MORTGAGEES OF UNITS".

53) Notice of Unpaid Assessments: The association shall at the request of a mortgage of a unit any unpaid assessment due from the owner of such unit.

CHAPTER-9

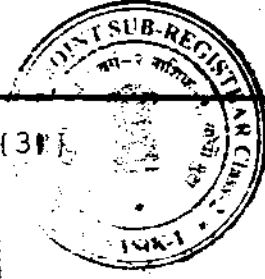
54) Compliance: These bye-laws are set forth to comply with the requirement of the Maharashtra Apartment Ownership Act, 1970. In case any of these bye-laws conflict with the provisions of the said act, it is hereby agreed and accepted that the provisions of the act will apply.

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 instruments of which the seal is affixed shall be attested for or on behalf of the association by two members of the board and the secretary or any other person authorized by the association in that behalf.

CHAPTER-10-AMENDMENT TO PLANS OF APARTMENT OWNERSHIP

56) Amendments of Bye-Laws: 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 owners representing at least 75 percent of the total values of all units in the GOVINDA - B APARTMENT as shown in the declaration.

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घोषणापत्र

मी, श्री. प्रदिपलाल सुभाषलाल बुरड, रा. नाशिक घोषणा पत्राद्वारे जाहीर करतो की,

मे. सह दुय्यम निबंधक सो. वर्ग-2, नाशिक- यांचे कार्यालयात घोषणापत्र/डिक्लेरेशन ऑफ अपार्टमेंट या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. साई आनंद बिल्डर्स भागीदारी संस्था तर्फे भागीदार श्री. मनोज राजु मकवाना व इतर यांनी दि. 06/03/2017 रोजी मला लिहून दिलेल्या मुखत्यार पत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/ निष्पादीत करून कबुली जबाब दिला आहे. सदर मुखत्यार पत्र लिहून देणार यांनी मुखत्यार पत्र रद्द केलेले नाही किंवा मुखत्यार पत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे मुखत्यार पत्र रद्द बातल ठरलेले नाही. सदरचे मुखत्यार पत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहील याची मला जाणीव आहे.

नाशिक

तारीख : 11/11/2019

श्री. प्रदिपलाल सुभाषलाल बुरड
मुखत्यार पत्र धारकाचे
नाव व सही

गाव नमुना सात
अधिकार अभिलेख पत्रक

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३,५,६ आणि ७]

गाव :- नाशिक शहर - १ तालुका :- नाशिक जिल्हा :- नाशिक
भूमापन क्रमांक व उपविभाग : ८२/१/अ/प्लॉट/३४

भूमापन क्रमांक व उपविभाग भू-धारणा पद्धती ८२/१/अ/प्लॉट/३४		भोगवटादाराचे नांव भोगवटादार वर्ग -१	
शेताचे स्थानिक नांव :-		क्षेत्र आकार पो.ख. फे.फा	
क्षेत्र एकक आर.चौ.मी		नाशिक महानगर पालिका ०.२३.८२ (१२३८१, ३१८८३)	
बिन शेती २.८२.७०		नाशिक १०५०९६ कुळाचे नाव	
बिन शेती २८५.५२		() इतर अधिकार	
आकारणी		इतर	
जिरायत -		साई आनंद विल्डर्स भागीदारी २.५८.८८ २८५.२५ (१०५०९६)	
बागायत -		फर्म १०५०९६	
तरी -		गिअभिलेख निर्णयात	
वरकस -		इतर	
इतर		एकूण क्षेत्र	
एकूण क्षेत्र		पोट-खराब (लागवडीस अयोग्य)	
वर्ग (अ)		वर्ग (ब)	
एकूण पो ख ०.००.००		आकारणी ०.००	
जुडी किंवा विशेष -		जुडी किंवा विशेष -	
आकारणी		आकारणी	
जुने फेरफार क्र. (६५९३९),(६७१०९),(९७१६९),(१०३३१९),(१०३४३८)		सीमा आणि भूमापन चिन्हे :	

सुचना : या संकेतस्थळावर दर्शविलेली माहिती ही कोणत्याही शासकीय अथवा कायदेशीर बाबींसाठी वापरता येणार नाही.

गाव नमुना बारा
पिकांची नोंदवह्या

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९]

गाव :- नाशिक शहर - १ तालुका :- नाशिक जिल्हा :- नाशिक
भूमापन क्रमांक व उपविभाग : ८२/१/अ/प्लॉट/३४

पिकांखालील क्षेत्राचा तपशील											लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	शेरा
मिश्र पिकांखालील क्षेत्र								निर्मळ पिकांखालील क्षेत्र						
				घटक पिके व प्रत्येकांखालील क्षेत्र										
वर्ष	हंगाम	मिश्रणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र		
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)
			आर.	आर.		आर.	आर.		आर.	आर.		आर.		

गाव नमुना सात (अधिकार अभिलेख पत्रका)

महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदयह्या (तयार करणे व सुरक्षित ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७।

तालुका

भूगणन क्रमांक	भूगणन हक्काचा उद्देशभाग	भूगणन पादाशी	भोगवटदाराचे नाव १) संदीप गणपत म्हात्रे २) गणपत कृष्णा म्हात्रे ३) मनोहर श्रीधर पाटील ४) मोहन काशिनाथ म्हात्रे ५) संपूर्णनंद गोरख गांवड ६) संजीवनी संजय माळवे ७) गौरी राजेश पाथरकर ८) योगिता धैर्यास पाटील ९) रेखा अंजण पाथरकर ६५९३९	खाते क्रमांक	खंड	
८५/९३				कुळाचे नांव	स.	पैसे
हस्ताक्षरित नाव	PNO: ३४			इतर अधिकार		
सागवडी योग्य क्षेत्र	हेक्टर	आर				
	२८२	७०				
एकूण ..	२८२	७०				
घोटवराव सागवडी योग्य नसलेले-						
वर्ग (अ)						
वर्ग (ब)						
एकूण ..	२८२	७०				
साकारणी	रुपये	पैसे				
	०	०५				
दुवी किंवा दिशेन आकारणी	२८५	५२				

सुद्धासत सुकेशिधाम प्रवाळ

६५९३९

साई जानंद सिद्धेशिधामि

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सीमा आणि भूमापन चिन्हे

गाव नमुना सात (पिकांची नोंदपही)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदयह्या (तयार करणे व सुरक्षित ठेवणे) नियम, १९७१ यातील नियम २९]

जमीन करणाराचे नाव	हंगाम	पिकांखालील क्षेत्रांचा तपशील										सागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे सापेक्ष	क्षेत्र
		मिश्र पिकांखालील क्षेत्र							निर्भर पिकांखालील क्षेत्र			रकबा	क्षेत्र		
		विशेषाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	घटक पिके व प्रत्येका खालील क्षेत्र			पिकाचे नाव	जल सिंचित	अजल सिंचित					
२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	
			हे.आ.	हे.आ.		हे.आ.	हे.आ.		हे.आ.	हे.आ.		हे.आ.			
अहमदनगर जिल्हा अहमदनगर जिल्हा ता. 30 DEC 2018 कलानी न. शेख ता. जे. न. शेख															

अस्सल प्रमाणात तयार केले
ता. १० DEC २०१८

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नाशिक महानगरपालिका, नाशिक

इमारत बांधकामाचा वापर करणे बाबतचा दाखला

No.

23305

(पूर्ण/भ्रमशः)

जावक क्र./ननिवि/५१/२३००६

दिनांक : ०६/०८/२०१९

धर्मती वनाई आनंद बिल्डर्स पार्टनरशिप फार्मलफे श्री. पुम. ठार. मफे

पॅन क्रमांक :

ल्पाचे ठिकाण व पत्ता : नाशिक

जावक क्र. ५१/ओसा/५६ दि. १२/०८/२०१९

कॅट प्लॉट / मॅप्ट्री इंडेक्स नं. ३१३०६६८४

प्रशय,

दाखला देण्यात येतो की,

प्लॉट नं. ३४ अं.भू. क्र.

बल्याचे इकडील बांधकाम परवानगी क्र. ५१/४२६/१९६५

ल्याप्रमाणे आर्किटेक्ट/इंजि./सुपरवायझर, श्री. जयदेव पवार

चे निरीक्षणाखाली पूर्ण झाली असून निवासी/निवासेतर/शैक्षणिक/

तीस अधिन राहून इमारतीचा वापर करणेस परवानगी देण्यात येत आहे.

१) एकूण बांधकाम क्षेत्र ४४२.५० चौ.मी. या पैकी निवासी ४४२.५० चौ.मी. निवासेतर — चौ.मी.

२) एकूण चटई क्षेत्र ४५०.०८ चौ.मी. या पैकी निवासी ४५०.०८ चौ.मी. निवासेतर — चौ.मी.

३) एकूण पार्किंग क्षेत्र — चौ.मी. निवासेतर — चौ.मी.

४) सदर इमारतीचा वापर निवासी/निवासेतर/शैक्षणिक/ निवासी कारणाकरिताच करता येईल. त्या वापरात बदल करता येणार नाही. वापरात बदल करावयाचा झाल्यास इकडील कार्यालयाची पूर्व परवानगी घ्यावी लागेल.

५) अग्निशमन विभागाचा अंतिम दाखला क्रमांक

६) पर्यावरण विभागाचा नाहरकत दाखला क्रमांक

७) घरपट्टी आकारणी करणेकामी संबंधित विभागात संपर्क साधावा.

८) सदर इमारतीत म.न.पा.च्या पूर्व परवानगी शिवाय वापरामध्ये व बांधकामामध्ये कोणताही बदल करता येणार नाही, तसे केल्याचे आढळून आल्यास नियमांतील तरतुदीनुसार कडक कारवाई करण्यात येईल.

९) बांध. वि. शु. २ रु ११९२४०/- + बांध. शु. वाट ४०५०/- पा.क्र. ३८/७०४ दि. १८/०८/१९६५ + बांध. शु. २ रु २०४५२४/- + गाळकणी बांध दंड २ रु ४०००/- + प्लॉटिंग दंड २ रु ३३३०/- + अज. बांध. २ रु ५०००/- + अज. वाप. २ रु ४५००/- + सेस चाज २ रु १२३२०/- पा.क्र. ०८/७४५५ दि. १८/०८/१९६५ + प्रीमियम २ रु १०२७२०/- पा.क्र. ८३/७४४२ दि. १८/०८/१९६५ अन्वये भरलेली आहे.

कार्यकारी अधिकारी

नगर नियोजन विभाग

नाशिक महानगरपालिका, नाशिक

नसना-१

६९६९

४९ — ४७





Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P51600007284

Project: Govinda B, Plot Bearing / CTS / Survey / Final Plot No.: PLOT NO 34 SURVEY NO 82/1 At Nashik, Nashik, Nashik, 422003;

1. **Sai Anand Builders** having its registered office / principal place of business at **Tehsil: Nashik, District: Nashik, Pin: 422003.**

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

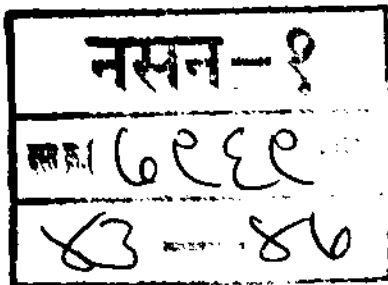
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from **17/08/2017** and ending with **31/12/2018** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid
Digitally Signed by
Dr. Vasantrao Prabhakar
(Secretary, MahaRERA)
Date: 8/17/2017 5:49:31 PM

Dated: 17/08/2017
Place: Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



भारत सरकार

Unique Identification Authority of India



नोदविण्याचा क्रमांक / Enrollment No: 988540033948668

नमून-१



To
प्रदीपलाल सुभाषलाल बुराड
Pradiplal Subhashlal Burad
S/O, Subhashlal Burad

22/01/2015
49364476

Flat Number 10 Guru Naman Apartment Jogging Track
Indira Nagar Indira Nagar
Nashik
Cidco Colony
Nashik
Maharashtra 422009
9823140484



MD493644752FH



आपला आधार क्रमांक / Your Aadhaar No.:

2508 3734 5611

माझे आधार, माझी ओळख



प्रदीपलाल सुभाषलाल बुराड
Pradiplal Subhashlal Burad
जन्म तारीख / DOB: 01/08/1971
पुरुष / Male



2508 3734 5611

माझे आधार माझी ओळख

Handwritten signature

घोषणापत्र/शपथपत्र

मी/आम्ही खाली सही करणार मा.नॉंदणी महानिरीक्षक म.रा.पुणे यांचे दिनांक 30/11/2013 रोजीचे परिपत्रकानुसार असे घोषित करतो की नॉंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणुकीद्वारे अथवा दुबार विक्री होत नाही त्याबाबत याचाआम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार/कुलमुखत्यार धारक हे खरे असून आम्ही स्वतःखात्री करून घेतलेली आहे.

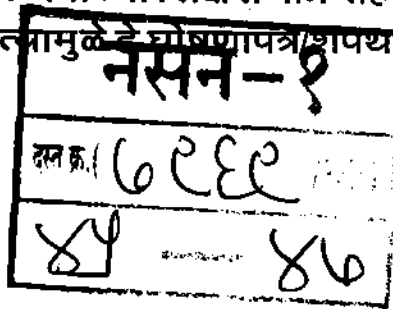
सदर नॉंदणीचा दस्तऐवज निष्पादित करताना नॉंदणी प्रक्रीयेनुसार आमच्या जबाबदारीने मी/आम्ही दस्तातील मिळकतीचे मालक / वारस हक्कदार /कब्जेदार/ हितसंबंधीत व्यक्ती यांची मालकी(Title)तसेच मिळकतीचे मालकाने नेमुन दिलेल्या कुलमुखत्यारधारक (G.P.A.Holder) लिहून देणार हे हयात आहेत व उवत मुखत्यारपत्रअद्यापही अस्तित्वात आहे व आज पावेतो रद्द झालेला नाही याची मी / आम्ही खात्री देत आहोत.तसेच सदरची मिळकत शासन मालकी ची नाही व मिळकतीतील इतर हक्क,कर्ज,बॅन्क बोजे, विकसन बोजे,शासन बोजे व कुल मुखत्यारधारकांनी केलेले व्यवहार अधीन राहून आमचा आर्थिक व्यवहार पूर्ण करून साक्षीदार समक्ष निष्पादित केलेला आहे.

सदर दस्तऐवज हा नॉंदणी कायदा 1908 अंतर्गत असलेल्या तरतुदीनुसार नॉंदणेस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती,साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता,वैधता, कोर्ट मनाई हुकुम, कोर्ट दावा या कायदेशीर बाबींसाठी दस्त निष्पादक व कबुली धारक तसेच दस्तातील निष्पादकाच्या ओळखीबाबत ओळख पटविणारे व साक्षीदार हे संपूर्णपणे जबाबदार राहतील.

या दस्ता सोबत नॉंदणी प्रक्रियेमध्ये जोडण्यात आलेले पुरक कागदपत्र ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही सक्षम अधिकारी/ मा.न्यायालय/मा.उच्च न्यायालय यांना मनाई हुकुम नाही. तसेच महाराष्ट्र नॉंदणी नियम 1961 चे नियम 44 नुसार बाधित होत नाही याची मी/आम्ही खात्री देत आहोत. निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक / कुल मुखत्यार धारक यांनी मालकी व दस्तऐवजाची वैधता तपासणी ही नॉंदणी अधिकारी यांची जबाबदारी नाही याची आम्हांस पूर्णपणे जाणीव आहे .

स्थावर मिळकती विषयी सध्या होत असलेली फसवणूक/बनावटीकरण/ संगनमत व त्या अनुषंगाने पोलिस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकती विषयी होऊ नयेत म्हणून आम्ही दक्षता घेतलेली आहे. नॉंदणी अधिनियम 1908 चे कलम 82 नुसार मी/आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार रहाणार आहेत,याची आम्हाला पूर्ण कल्पना आहे .

त्यामुळे मी/आम्ही नॉंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही.जर भविष्यात सदर प्रकरणी कायदानुसार कोणत्याही गुन्हा घडल्यास मी/आम्ही नॉंदणी अधिनियम 1908 चे कलम 82 व भारतीय दंड संहिता 1860 मधील तरतुदीनुसार 7 वर्षांच्या शिक्षेस पात्र राहणार आहोत,याची मुला/आम्हाला पूर्ण पणे जाणीव आहे,त्यामुळे हे घोषणापत्र/शपथपत्र दस्तऐवज भाग म्हणून जोडत आहोत.



लिहून देणार

लिहून घेणार

104/7969

सोमवार, 11 नोव्हेंबर 2019 1:50 म.नं.

दस्त गोषवारा भाग-1

नसन1

दस्त क्रमांक: 7969/2019

दस्त क्रमांक: नसन1 /7969/2019

बाजार मूल्य: रु. 01/-

मोबदला: रु. 00/-

भगलेले मुद्रांक शुल्क: रु.100/-

दु. नि. सह. दु. नि. नसन1 यांचे कार्यालयात

पावती:14992

पावती दिनांक: 11/11/2019

अ. क्र. 7969 वर दि.11-11-2019

गेजी 1:48 म.नं. वा. हजर केला.

मादरकरगाराचे नाव: माई आनंद बिल्डर्स भागीदारी फर्म तर्फे
 भागीदार1 श्री. मनोज राजू मकवाना 2 केतन मोहन मकवाना
 3 आनंद मनोहर जैन एच यु एफ नं.1 ते 3 यांचे वि.मु.म्हणून
 प्रदिपलाल मुभापलाल बुरड

नोंदणी फी

रु. 100.00

दस्त हानाळणी फी

रु. 940.00

पृष्ठांची संख्या: 47

एकुण: 1040.00

दस्त हजर करणाऱ्याची मही:

सह. दु. नि. निबंधक वर्ग-२
 नाशिक-१.

सह. दु. नि. निबंधक वर्ग-२
 नाशिक-१.

दस्ताचा प्रकार: डिक्लेरेशन

मुद्रांक शुल्क: प्रतिज्ञानेख

शिक्रा क्र. 1 11 / 11 / 2019 01 : 48 : 39 PM ची वेळ: (सादरीकरण)

शिक्रा क्र. 2 11 / 11 / 2019 01 : 50 : 05 PM ची वेळ: (फी)





11/11/2019 1 52:22 PM

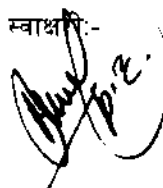
दस्त गोपवारा भाग-2

नसमन1

दस्त क्रमांक:7969/2019

दस्त क्रमांक :नसमन1/7969/2019

दस्ताचा प्रकार :-डिक्लरेशन

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	द्वयाचित्र	अंगठ्याचा ठसा
1	नाव:माई आनंद बिल्डर्स भागीदारी फर्म तर्फे भागीदार1 श्री. मनोज राजू मकवाना 2 केतन मोहन मकवाना 3 आनंद मनोहर जैन एच यु एफ नं.1 ते 3 यांचे वि.मु.म्हणून प्रदिपलाल सुभाषलाल बुरड पत्ता:प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- इंदिरानगर नाशिक, महाराष्ट्र, नाशिक. पॅन नंबर:ACCFS9935J	लिहून देणार वय :-45 स्वाक्षर:-		

वरील दस्तऐवज करून देणार तथाकथीत डिक्लरेशन चा दस्त ऐवज करून दिल्याचे कबुल करतात.

शिक्का क्र.3 ची वेळ:11 / 11 / 2019 01 : 51 : 17 PM

ओळख:-

दस्तऐवज निष्पादनाचा कबुलीजवाब देणाऱ्या सर्व पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडनाळण्यात आली आहे.
त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे.

Sr. No.	Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)
1	लिहून देणार माई आनंद बिल्डर्स भागीदारी फर्म तर्फे भागीदार1 श्री. मनोज राजू मकवाना 2 केतन मोहन मकवाना 3 आनंद मनोहर जैन एच यु एफ नं.1 ते 3 यांचे वि.मु.म्हणून प्रदिपलाल सुभाषलाल बुरड	11/11/2019 01:51:41 PM	प्रदीपलाल सुभाषलाल बुरड M XXXX XXXX 5611 

शिक्का क्र.4 ची वेळ:11 / 11 / 2019 01 : 51 : 43 PM

सह.दुय्यम निबंधक वर्ग-२

नाशिक-१. EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH008162577201920E	0004213652201920
2	0811201917554	0811201917554D

7969 /2019

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2. Get print immediately after registration.

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धर्माणत करण्यात येते की,
या दस्तामध्य एकूण १ त ४७
पाने आहेतसह.दुय्यम निबंधक वर्ग २
नाशिक-१पुस्तक क्रमांक ?
अनुक्रमांक ७२६२ दिनांक
११ नोव्हेंबर २०१९ रोजी नोंदला.

सह.दुय्यम निबंधक वर्ग-२, नाशिक-२.

