

Apartment No.09
Apartment No.10
Apartment No.11
Apartment No.12
Apartment No.13
Apartment No.14
Apartment No.15
Apartment No.16
Apartment No.17
Apartment No.18
Apartment No.19
Apartment No.20

as per plan
as per plan
as per plan
as per plan
as per plan
as per plan
as per plan
as per plan
as per plan
as per plan
as per plan
as per plan

as per plan
as per plan
as per plan
as per plan
as per plan
as per plan
as per plan
as per plan
as per plan
as per plan
as per plan
as per plan

Boundaries of all above described units are as per the completion building plan annexed as Exh-A with this deed.



SIGNED, SEALED & DELIVERED
by the within named **Grantor Owner**
Shivsai Buildcon, through Partner
Shri. Pankaj Ramniklal Makdiya



SIGNED, SEALED & DELIVERED
by the within named **Grantor Owner**
Shivsai Buildcon, through Partner
Shri. Pankaj Ramniklal Makdiya

In the presence of witnesses:-



1) *[Signature]* Shri. Vijay Keshi Jadhav
A/c. Satpura, Nashik

2) *[Signature]* Shri. Pradipant Kamesh Jadhav
A/c. Indira Nagar, Nashik

EXHIBIT-B

BYE-LAWS OF THE

"Vrindavan Height Apartment Condominium"

CHAPTER-I

1) Short Title and Application :-

These Bye -Laws shall be called as the Bye- Laws of the "Vrindavan Height Apartment Condominium". And all the provisions of these bye-laws apply to the said Apartment Condominium. All the present or future owner/owners / tenants or their employees or any other persons who might use the facility if the building in any manner, are subject to the regulations set-forth in these bye-laws. Mere acquisition or rental or taking of license of any of the units (herein after 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 shall be complied with.

2) Definition :-

A) In these bye-laws unless the context requires otherwise :-

a) Act means the Maharashtra Apartment Ownership Act-1970

b) "Association" means association of all the apartments owners constitute by such owners for the purpose of administration of the said Apartment Condominium.

c) "Board" means a board of managers consisting of 3 persons, all of whom shall be owners of apartment in the said Apartment.

d) " Building" means the building located on the plot property described in Schedule-I written hereinabove & known as Vrindavan Height Apartment Condominium or any part of it.

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

f) " Majority of owners" means those owners holding 51% of the votes in accordance with the percentage assigned in declaration;

g) "Owner" OR " Apartment Owner" means a person owning an apartment in said Apartment Condominium;

h) "Section" means a section of the act;

i) "Unit" means a unit in said Apartment Condominium .

j) "Registrar" means the registrar of co-operative societies;

B) Words & expressions used in these bye-laws, but, not defined herein, shall have the meaning respectively assigned to them in Ac

3) Apartment Ownership:-

The building located on plot property described in detail in Schedule-I hereinabove & known as "Vrindavan Height Apartment Condominium is submitted to the provisions of the act.

4) Objects of the Association -

I. a) To be & to act as the association of apartment owners of building known as Vrindavan Height Apartment Condominium being constructed on plot property described in Schedule-I herein above (hereinafter called as said building) who have filed their respective declarations submitting their apartment to the said provisions of the act



b) To invest or deposit moneys.

c) To provide maintenance, repair and replacement of the said common Areas and facilities by contribution 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 & do all or any of the matters provided in subsection (2) of section 16.

f) To advance with the consent of the apartment owners, any short term loan to any emergent necessity & to provide for repayment thereof in lump-sum or in installments.

g) To establish & carry on its own account or jointly with undividable or institutions, educational, physical, social and procreative activities for the benefit of the apartment owners.

h) To frame with the approval of the general meeting of the association & after consulting the competent authority and may establish a provident fund & gratuity fund, if necessary, for the benefit of the association.

i) To do all things necessary or any otherwise provided for their welfare, expedient for the attainment of the objects, specified in these bye-laws.

II) The association shall not act beyond the scope of its objects, without duly amending the provisions of these bye-laws for the purpose.

5) Membership of association :-

i) All persons who have purchased apartment in the said Apartment & executed their respective declaration u/s.5 submitting their apartments to the provisions of the act, shall automatically be the members of the association and shall pay the sum of Re. 1/- as entrance fee & may purchase at least 1 share of the face value of Rs.100/-each. Each apartment owner shall receive a copy of the bye-laws on payment of Rs.1/-.

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

iii) On the death of an apartment owner, his apartment shall be transferred to the person/s to whom he has bequeathed 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 legal representatives, jointly, shall be entered in the register of apartment owners maintained by the secretary for the purpose of administration of the condominium as apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

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



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

7) 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 question of election of members of the board or the President, Secretary, treasurer or any other office bearer or entitled to contest election to such office, if he is in arrears of any sum due from him in respect of his contribution for common expenses for more than 60 days on the last day of the year in which the elections to the board would take place.

CHAPTER - II

Voting, Quorum & proxies

9) Voting :- Voting shall be on a percentage basis & the percentage vote to which the owner is entitled to, is the percentage assigned to the family/ commercial unit/s 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 shall be cast in person.

CHAPTER -III

ADMINISTRATION

12) Powers & duties of association :- Association will have the responsibility of administering the said Apartment Condominium establishing & collecting the monthly assessment & arranging for the management of condominium in an efficient manner. Except, as otherwise provided resolutions of association shall require approval by a majority of owners, casting votes in person.

13) Place of meeting :- Meetings of the association shall be held at a suitable place convenient to the owners, as may be, from time to time, designated by the association.

14) Annual Meeting :- The annual meetings of the association shall be held on the first Sunday of June of each 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-law no. 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. The notice of such meeting shall state the time & place of the meeting and the purpose of meeting .

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 purpose of the meeting, time, place, date, agenda of the meeting to each apartment owner at least 8 days before meeting.



17) Adjourned Meeting :- If any meeting cannot be organised because of any reason , such meeting shall be adjourned for 48 hours from the time when the original meeting was called for.

CHAPTER -IV **BOARD OF MANAGERS**

18) Management of association:- The board of managers shall have the powers & duties necessary for the administration of the affairs of the association ,as required by the bye-laws of the association .

19) Other Duties:- The board shall have following other duties, in addition to that as specified in the bye-laws of the association.

- a) Care, upkeep, surveillance of the association's property
- b) Collection of monthly assessment from the owners
- c) To provide for the audits & accounts of the association
- d) To sanction working expenses, count cash balance & deal with
- e) other misc. business of association
- f) To hear & deal with the complaints of the occupants.

20) Appointment of Manager:- The board may employ a manager at such compensation as determined by the board, to perform such duties & services as the board shall authorize, including , but, not limited to the duties in the bye-law no.19.

21) Election & Term of an Officer:- At the first annual general meeting of the association ,the term of office of manager shall be fixed for a term of 5 years & at the expiry of his period his successor shall be elected to serve the association.

22) Vacancies:- Vacancies in the board caused by any reason ,shall be filled in by vote of majority .

23) Removal of Managers:- At any regular or special meeting manager may be removed with or without cause, by a majority of the apartment owners & his successor may be elected in the same meeting by majority .

24) Quorum:- At all meetings of the board 1/3 rd of the total strength of the owners shall constitute a quorum of the meeting & the meeting without such quorum shall be adjourned.

CHAPTER-V **OFFICERS**

25) Designations:- The principal officer of the said association shall be a President, Vice-President, a Secretary and a Treasurer, all shall be elected by the board .The board may appoint any additional officers for the smooth functioning of the work of the association .

26) The officer s of the association shall be elected annually by the board of the organization of each new board & shall hold offices at the pleasure of the board.

27) Removal of officers:- Upon vote of majority of the members of the board ,any officer may be removed either with or without any reason & his successor shall be elected in the same meeting with majority.

28) President:- The President shall be the chief executive officer of the



board .He shall have all the special powers & duties which are usually vested in the office of a president of an association.

29) Vice-President:- The Vice President of the association shall take place of the President in his absence & shall assist the President in his work while at the meeting or outside.

30) Secretary :- The secretary shall keep the minutes of all the meetings of the board & of the association & he shall have charge of all the books & papers of the association & shall perform all the duties incidental to the office of the Secretary.

31) Treasurer:- The treasurer shall be responsible for the association's funds, securities, money, as well as for the true & correct account of the said funds, money etc.

CHAPTER – VI

Obligations of the apartment owners

32) Assessment :- All the owners are obliged to pay monthly assessment imposed by the association to meet all the expenses relating to the association.

33) Use of the unit :- All the units shall be used only for their respective residential purpose & owners shall not make any kind of structural changes or alterations or modifications in his/her unit without previous written sanction of the President.

34) Use of common areas & facilities :- An owner shall not place or cause to be placed in the lobbies, stair-cases, terraces & other areas of the condominium Such areas shall be used for no other purpose than for normal transit through them.

35) Right to entry :- An owner shall grant the right of entry to the manager or to any other person authorized by the board in case of emergency originating in or threatening his unit whether the owner is present at that time or not.

36) Rules of Conduct:- The residents shall take extreme care about making noise that may disturb others. It is prohibited to throw hard garments, rugs etc. from windows, balconies which may cause hardship for the other residents. It is prohibited to through garbage or thrash outside the disposal installations provided for such purposes in the service areas.

CHAPTER – VII

FUNDS AND THEIR INVESTMENT

37) Funds :- Funds may be raised by the Association in all or any of the following ways, viz:-

- a)By shares:-
- b)By contribution and donations from the Apartment owners
- c)From common profit which shall from the nucleus of the reserve fund ;
- d)By raising loans, if necessary ,subject to such terms & conditions, as the association, with the approval of the competent Authority, may determine in it.

38) Investment :- The Association may invest or deposit its funds in one or more of the following :-In the District central co- operative Bank or in



a) In any of the securities specified in section 20 of the Indian Trust Act, 1982;
b) In any co-operative Bank other than those referred to in clause (a) of this bye-law or any banking company approved for this purpose by the association.

a) In any of the securities specified in section 20 of the Indian Trust Act, 1982;

39) Accounts :-

i) A banking account shall be opened by 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.1000/- for petty expenses. All payment above Rs.1000/- shall be made by cheque, duly signed by secretary and one member of the Board.

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

a) The profit or loss account;

b) The receipts and expenditure of the previous financial years;

c) A summary of the property and assets and liabilities of the common areas & facilities of the association giving all particulars.

40) Publication of Accounts & Reports:- A copy of the last financial statement & of the report of the Auditor, if any, shall be kept in a conspicuous place in the office of association.

41) 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 hereinabove provided & shall examine the annual return & verify the same with the accounts relating thereto & shall either sign the same as founded by him, to be correct, duly vouched & in accordance with law.

CHAPTER -VIII
MORTGAGES

42) Notice of Association :- An owner who mortgages his/her 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 & address of his mortgagee and the association shall maintain such information in a book entitled "MORTGAGEES OF UNITS".

43) Notice of Unpaid Assessment:- The association shall at the request of a mortgagee of a unit, report any unpaid assessments due from the owner of such unit.

CHAPTER - IX
COMPLIANCE

44) These bye-laws are set forth to be complied 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 & accepted that the provisions of the act will apply.

45) Seal of the Association :- The association shall have a common seal which shall be used only under the authority of a resolution of the board and every deed of instrument to which the seal is affixed, shall be attested.



IN WITNESS WHEREOF, the Grantor Owner the Grantor Developer herein have set & subscribed their respective hands to these presents on the day, month & year written hereinabove.

Drafted By

(J.B. Ghumare, Adv)



SIGNED, SEALED & DELIVERED
by the within named Grantor Owner
Shivsai Buildcon, through Partner
Shri. Pankaj Ramniklal Makdiya



SIGNED, SEALED & DELIVERED
by the within named Grantor Owner
Shivsai Buildcon, through Partner
Shri. Pankaj Ramniklal Makdiya



In the presence of witnesses:-

1) Mr. Vijay Kori Jadhav
R/o. Intapur, Nashik

2) Mr. Rishant Kandas Jadhav
R/o. Indira Nagar, Nashik



घोषणापत्र/शपथपत्र

मी/आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक, म.रा., पुणे यांचे दि. ३०/११/२०१३ रोजीचे परिपत्रकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत फसवणुकीद्वारे अथवा दुबार विक्री होत नाही याबाबत आम्ही अभिलेख शोध घेतला आहे. दस्तातील लिहून देणार/कुलमुखत्यारधारक हे खरे असून आम्ही स्वतः त्याची खात्री करून घेतली आहे.

सदर नोंदणीचा दस्तऐवज निष्पादीत करतांना नोंदणी प्रक्रियेनुसार आमच्या जबाबदारीने मी/आम्ही दस्तातील मिळकतीचे मालक/वारस हक्कदार/कबजेदार/हितसंबंधातील व्यक्ती यांचा मालकी (Title) तसेच मिळकतीच्या मालकाने नेमून दिलेल्या कुलमुखत्यारधारक (P.A. Holder) लिहून देणार हे हयात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तित्वात आहे व आजपावेतो रद्द झालेले नाही याची मी/आम्ही खात्री देत आहोत. तसेच सदरची मिळकत शासन मालकीची नाही व मिळकतीवर इतर हक्क, कर्ज, बँकवाज, विकसनबोजे, शासनबोजे व कुलमुखत्यारपत्रधारकांनी केलेले व्यवहाराच्या अधीत राहून आमचा आर्थिक व्यवहार पूर्ण करून साक्षीदारांसमक्ष निष्पादीत केला आहे.

सदर दस्तऐवज हा नोंदणी कायदा-१९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्तांची सत्यता, वैधता, कोर्ट मनाई हुकुम, कोर्टादावा या कायदेशिर बाबींसाठी दस्त निष्पादक संपूर्णपणे जबाबदार राहतील.

या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेली पुरक कागदपत्रे खरी आहेत व मिळकतीच्या हस्तांतराबाबत कोणत्याही सक्षम प्राधिकारी/मा.न्यायालय/मा.उच्च न्यायालय यांचा मनाई हुकुम नाही. तसेच महाराष्ट्र नोंदणी नियम १९६१ चे नियम ४४ नुसार बाधित होत नाही याची मी/आम्ही खात्री देत आहोत.

नोंदणी नियम १९६१चे नियम ४४ व वेळोवेळी मा.न्यायालय/उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक/कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजांची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही, याची आम्हास पूर्णपणे जाणीव आहे.

स्थावर मिळकतीविषयी सध्या होत असलेली फसवणुक/बनावटीकरण/संगनमत व त्या अनुशंगाने पोलीस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नयेत म्हणून आम्ही दक्षता घेतली आहे. नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी/आम्ही नोंदविण्यात आलेल्या व्यवहारास कायदानुसार मुद्रांकशुल्क किंवा नोंदणीफी कमी लावली/बुडवीली गेली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशिर प्रश्न उद्भवल्यास त्यास मी/आम्ही जबाबदार राहणार आहोत याची आम्हास पूर्ण कल्पना आहे.

त्यामुळे मी/आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही जर भविष्यात सदर प्रकरणी कायदानुसार कोणताही गुन्हा घडल्यास मी/आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहिता १८६० मधील तरतुदीनुसार ७ वर्षांच्या शिक्षेस पात्र राहणार आहोत याची मला/आम्हाला पूर्णपणे जाणीव आहे. त्याकरीता हे घोषणापत्र/शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

लिहून देणार

लिहून घेणार

