

RESTRICTED AREAS AND FACILITIES

* Allotted Parking to each Flat holders

(A) That the right, title and interest of each owner of a family unit in the general, common area and facilities as listed above and their proprotionate share in the profits and common expenses in the general common areas and facilities as well as proportionate representation for voting purpoes located on each floor of the said **SAMARTH PLAZA APARTMENT** will be decided and calculated on the basis of the following mentioned percentage of ownership. In case a decision is required to be taken in respect of any issue relating to the said **SAMARTH PLAZA APARTMENT** each family unit owner will have the voting rights as per the percentage of voting as mentioned here under.

Family unit	Floor	Area in (Sq. mtrs) Carpet	Ownership & voting Right
1)Flat no.1	First	77.08	7.57 %
2)Flat no. 2	First	56.45	5.53 %
3)Flat no. 3	First	56.45	5.53 %
4)Flat no. 4	First	77.08	7.57 %
5)Flat no. 5	Second	77.08	7.57 %
6)Flat no. 6	Second	56.45	5.53 %
7)Flat no. 7	Second	56.45	5.53 %
8)Flat no. 8	Second	77.08	7.57 %
9)Flat no. 9	Third	64.78	6.37%
10)Flat no.10	Third	56.45	5.53 %
11)Flat no.11	Third	56.45	5.53 %
12)Flat no.12	Third	64.78	6.37%
13)Flat no. 13	Fourth	64.78	6.37%
14)Flat no.14	Fourth	56.45	5.53
15)Flat no 15	Fourth	56.45	5.53
16)Flat no 16	Fourth	64.78	6.37



(B) The proportionate representation for voting purposes provided hereinabove may be limited in accordance with the provisions of the by-laws attached hereto as Exhibit B.

(C) Apartment and the percentage of undivided interest in the common areas and facilities appeartaining to the apartment. (each apartment) are not encumbered in any manner whatsoever on the date of this declaration.

18 The said scheme of **SAMARTH PLAZA APARTMENT** is hereby declared as per the provisions of "The Maharashatra Apartment Ownership Act 1970." That interest and title of each family unit owner is described in detail and the said common areas and facilities are described in detail in the said scheme, for the administration of the **SAMARTH PLAZA APARTMENT** By Laws are provided as per Exh B.

19. That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act 1970, so that the family units of ground and Four upper floors may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a restricted common areas and family of the building, each family unit owner having an exclusive and particular right title and interest over his respective family unit and in addition the specified undevided interest in the restricted common areas and facilities.

20. That for the purpose of stamp duty and registration fees to be imposed on the registration of this Deed in the register of Declaraction and Deed of Apartment under Sec.13 (5) the Government value of the **SAMARTH PLAZA APARTMENT** is distributed as follows :

a) Parcel of Land described in Para I Here in above is valued at **Rs.22,30,000/-**

b) The Building described in plan Exh A valued at **Rs. 4,44,68,031/-**

21. That the general and or restricted common areas and facilities and facilities shall undivided and no apartment owner shall bring any action for 3partition or division thereof.

22. That the percentage of the undivided interest in the said common areas and facilities and 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 declaration duly registered.

23. That the undivided interest in the said common areas and facilities

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and the restricted common areas and facilities shall not be seperated from the family unit to, which it appertains and shall be deemed conveyed or encumbered with the unit eventhough such interest is not expressly mentioned or described in the conveyance or other instrument.

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

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

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

27. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on, such family unit prior to all other charges except only (1) charge, if any, on the family unit for payment of Government or Municipal Taxes or both and (2) all sums unpaid on a first mortagage of the apartment.

28. That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this declaration and that the mere acquisition or rental of any of the family units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this declaration are accepted and ratified. The respective family unit shall not be rented or given on leave and licence or care taker basis by the apartment owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty dbhays or (b) any rental or if the occupants of the family unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations, the apartment owners of the respective family unit shall have the absolute right, to lease such unit or give it leave and licence or care taker basis provided that said lease or leave and licence or care taker

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basis is made subject to the convenants and restrictions contained in this Declaration and further subject to the by-laws in Exhibit B attached hereto.

29. That if the property, subject to the plan of apartment ownership is totallly or substaintially damaged or destoryed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

30. That where a family unit is sold by a mortgagee in exercise of his powers of sale under an English Mortgage or by a court in execution of a decree in a suit brought by a mortgage against the owner of such family unit then neither the mortgagee nor the purchaser who derives title to the family unit at such sale or his successors or assigns shall be liable, for assessments by the association which become due prior to the acquistion of title by such acquirer, it being understood, however that the above shall not be construed to prevent the association of apartment owners from filling and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

31. That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the association of apartment owners against the latter for his respective share of the common expenses upto the time of the grant or conveyance without prejudice to the grantees right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the association, as the case may be setting forth the amount of the unpaid assessments against the grantor due to the association and such grantee shall not be liabie for, nor shall the family unit conveyed by subject to a charge for, any unpaid assessments made by the association of apartment owners against the grantor in excess of the amount therein, set forth.

32. The amendment to this Declaration will be effected after passing a resolution to that effect in the meeting of all the Apartment Owners and for such resolution the consent of each apartment owner of the same will be necesary and in persuance of the resolution passed the Board of Managers will be entitled to effect such amendment if registered.

33. The service of the notice and/ of summons or any type of the correspondence will be made at the address above mentioned of the persons concerned and/or the addressess subsequently informed by the Apartment Owners to the Board of Managers in writing.

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

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SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED THE PROMOTER,
BUILDER AND THE DEVELOPER,
SHREE SAMARTH BUILDERS AND DEVELOPERS
Partnership firm
Through it's Partners



1. **SHRI. MAHESH GHANSHAM JOSHI** _____



2. **SHRI. NARENDRA SITARAM KULKARNI** _____



3. **SHRI. MUKUND MOHAN KURUMBHATI** _____



4. **SHRI. VIVEK LAXMIKANT DHUMAL** _____



5. **SAU. MADHAVI MANOJ KURUMBHATI** _____
PROMOTER

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1. Vaibhav Patel

WITNESSES

2. Dhanajay K. Jaytap

SCHEDULE OF THE SAID PROPERTY

(Hereinabove reffered to)

All that piece parcel of land bearing **S. No. 332/3/1/A/3/4 out of which Plot no. 3/4 , 637.14 Sq. Mtr out of which area admeasuring 15.75 Sq. Mtr. transfered to Nashik Municipal Corporation having CTS No 7715 lying and being at Pathardi in the Registration in Sub-District of, Nashik, Dist Nashik** having bounded as under :-

On or towards East	:	By 9 mtr Colony Road
On or towards West	:	By Adjacent S. No. 329
On or towards South	:	By Plot No. 5
On or towards North	:	By Plot No. 2

Il the said properties together with soil, sub soil, casement, hereditaments, tenements, etc.

EXHIBIT "B"

BY LAWS OF SAMARTH PLAZA APARTMENT

CHAPTER 1

1) SHORT TITLE & APPLICATION

These By-laws may be called the By-laws of the **SAMARTH PLAZA APARTMENT**. The provisions of these By-laws apply to **SAMARTH PLAZA APARTMENT**.

All presents or future owners, tenants, future tenants or their employees or any other persons that might use the facilities of the building in any manner, are subject to the regulations set forth in these By-laws.

The mere acquisition or rental or taking on licence of any of the family units (Hereinafter referred to as the "Units") of the building or mere act occupancy of any of the said units will signify that these By-laws are accepted, ratified and will be complied with.



2. DEFINITIONS :

1) In these By-laws, unless the context requires otherwise.

a. "Act" means the Maharashatra Apartment Ownership Act, 1970.

b. "Association" means the association of all the Apartment Owners constituted by such owners for the purpose of the **SAMARTH PLAZA APARTMENT.**

c. "Board" means a Board of Managers consisting of 5 persons all of them who shall be owners of apartment in the **SAMARTH PLAZA APARTMENT.**

d. "Building" means the building located at **S. No. 332/3/1/A/3/4 out of which Plot no. 3/4 , 637.14 Sq. Mtr out of which area admeasuring 15.75 Sq. Mtr. transfered to Nashik Municipal Corporation having CTS No 7715 lying and being at Pathardi in the Registration in Sub-District of, Nashik, Dist Nashik,** and known As the **SAMARTH PLAZA APARTMENT** and includes and land forming part thereof.

e. "Declaration" means the declaration which the sole owners 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 percent of the votes in accordance with the percentage assigned in the Declaration.

g. "Owner" or "Apartment Owner" means the person owing an apartment in the**SAMARTH PLAZA APARTMENT .**

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

i. "Unit"means a family unit in the **SAMARTH PLAZA APARTMENT**

j. "Registrar" means the Registrar of the Co-Op. Societies.

2) Words & expression used in these By-laws but not defined therein shall have the meaning respectively assigned to them in the act.

3) Apartment Ownership.

The Building located on the **S. No. 332/3/1/A/3/4 out of which Plot no. 3/4 , 637.14 Sq. Mtr out of which area admeasuring 15.75 Sq. Mtr. transfered to Nashik Municipal Corporation having CTS No 7715 lying and being at Pathardi in the Registration in Sub-District of, Nashik, Dist Nashik,** known as the **SAMARTH**

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PLAZA 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 the Apartment Owners of the building called **SAMARTH PLAZA APARTMENT** . (Address) **S. No. 332/3/1/A/3/4 out of which Plot no. 3/4 , 637.14 Sq. Mtr out of which area admeasuring 15.75 Sq. Mtr. transfered to Nashik Municipal Corporation having CTS No 7715 lying and being at Pathardi in the Registration in Sub-District of, Nashik, Dist Nashik, Dist Nashik** (Hereinafter called the "Said Building") who have filed their respective Delcarations Submiting their apartments to the provisions of the Act.

b. To invest or deposit moneys.

c. To provide for the maintenence, repair and replacement the common areas and facilities by contributions from the apartment owners and if necessary, by raising loans for that purpose.

d. To retain & rent or licence if possible, suitable portions of the common areas to outsiders for commercial purposes and to distribute the common Profits left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve fund.

e. To provide for all & do all & any of the matters provided in the Sub Section (2) of section

f. To advance, with the consent of the Apartment owners, any short term loans to any apartment owners in case of any emergen cy necessity & to provide of the repayment thereof in lumpsum or in instalments.

g. To establish & carry on, on its own accounts or jointly within individuals or institutions, educational, physical, social & recreative activities for the benefits of the Apartment Owners.

h. To frame rules, with the approval of the general meeting of the Association & after consulting the Competent Authority & may establish a provident fund and gratuity fund, if necessary for the benefit of the employees of the Association.



i. To do all the things necessary or & otherwise provide for their welfare expedient for the attainment of the objects specified by the By-laws.

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

5. MEMBERS OF THE ASSOCIATION :

1. All persons who have purchased apartments in the **SAMARTH PLAZA APARTMENT** & executed respective Delcarations U/s. 5 submiting their apartments to provisions of the act shall automatically be the members of the association, and shall pay the sum of one rupee as entrance fee and may purchase at least one share of the face value of Rs. 100/- each. Each apartment owner shall receive a copy of the By-laws on payment of one hundred rupees.

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

3. On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representative of his estate, in case he has not made any specific bequest of the apartment. The name of the legatee or the names of the legal representatives jointly shall be entered same, in the register of apartment owners maintained by the secretary for the purpose of Administration of the **SAMARTH PLAZA APARTMENT** as apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6. JOINT APARTMENT OWNERS :

Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to thereof vote.

7. HOLDING OF ONE SHARE COMPULSORY :

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

8. DISQUALIFICATIONS :

No apartment owner shall be entitiled to vote on the questions of the election of the members of the Board of the President, Secretary Treasurer or any other office bearer or to be entiled 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 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 - II

VOTING QUORUM AND PROXIES

9. VOTING

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

10. QUORUM :

Except as otherwise provided in these By-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.

CHAPER III

ADMINISTRATION

12. POWERS & DUTIES OF THE ASSOCIATION :

The association shall have the responsibility of administrating the **SAMARTH PLAZA APARTMENT,** approving the annual budget establishing and collecting monthly assements and arranging for the management of the Condominium in an efficient manner. Except as otherwise provided, resolutions of the association shall require approval by a majority of the owners, casting votes in person.

13. PLACE OF MEETING :

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



14. ANNUAL MEETINGS :

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

15. SPECIAL MEETING :

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 Secratary, or at the request of the Housing Commissioner, or as the case may be the Registrar or any Officer duly authorised by him in his behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at the special meeting except as stated in the notice without the consent of four-fifths of the owners present in person.

16. NOTICE OF MEETING :

it shall be the duty of the secretary to mail or send a notice of each annual of each annual or special meeting, stating the purpose there of as well as the time and place where it is to be held, to each apartment owner, atleast 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this by law shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be the Registrar.

17. ADJOURNED MEETINGS :

If any meeting of any owners cannot be organised because of a quorum has not attended the owners who are present may adjourn the meeting to a time not less than 48 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 from a quorum.

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18. ORDER OF BUSINESS :

The order of business at all meetings of the owners of 16 units shall be as follows :

a) Roll call.

b) Proof of notice of meeting or waiver of notice.

c) Reading of minutes of preceeding meeting.

d) Reports of Officers.

e) Report of the Housing Commissioner or the Registrar or of the Officer duly authorised by them if present.

f) Report of Committees.

g) Election of Board.

h) Unfinished Business, if any.

i) New Business.

CHAPTER IV

BOARD OF MANAGERS

19. MANAGEMENT OF ASSOCIATION :

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

20. POWERS & DUTIES OF THE 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 or these By-laws directed to be exercised & done by the owners.

21. OTHER DUTIES :

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

a) Care, upkeep & surveillance of the **SAMARTH PLAZA APARTMENT** and the common areas and facilities and the restricted common areas and facilities.

b) Collection of monthly assessment from the owners.

c) Designation, employment, remuneration and dismissal of the personnel



necessary for the maintenance and operation of the **SAMARTH PLAZA APARTMENT** and the common areas and facilities and the restricted common areas and the facilities.

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

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

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

g) To see that cash written up promptly and signed duly by one of the members of the Board authorised in this behalf.

h) To hear and deal with complaints.

22. APPOINTMENT OF A MANAGER

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

23. ELECTION & TERM OF AN OFFICE :

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

24. VACANCIES :

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

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25. REMOVAL OF MANAGERS :

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

26. ORGANISATION MEETING :

The first meeting of a newly elected Board shall be held within ten days of election at such place as shall be fixed by the managers at the meeting at which the managers were elected and no notice shall be necessary to the newly elected managers in order to legally constitute such meeting provided a majority of the whole board shall be present.

27. REGULAR MEETING :

Regular meeting of the Board may be held at such time and place as shall be determined, from time to time by a majority of manager, but atleast two such meeting shall be held during each year. Notice of regular meeting of the board shall be given to each manager, personally or by mail or by telegraph, atleast three days prior to the day named for such meeting.

28. SPECIAL MEETING :

Special Meetings of the Board may be 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 hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the president or Secretary in like manner and on like notice on the written (request of atleast three managers.)

29. WAIVER OF NOTICE :

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

30. QUORUM :

At all meetings of the Board 1/3 of the total strength of their Managers shall constitute a quorum for the transaction of business and the acts of the Managers present at the meeting at which a quorum is present shall be the acts of the 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 meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided there is a quorum present.

31. FIDELITY BONDS :

The Board may require that all officers and employees of the associations handling or responsible for associations of funds shall furnish adequate fidelity bonds. The premium or such bonds shall be paid by the association.

CHAPTER V

OFFICERS

32. DESIGNATION :

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

33. ELECTION OF OFFICERS :

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

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 sucessor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.