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Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN	2105201901423	**Date**	21/05/2019

Received from prabhavi kanstrakshan tarfe propra. shri. hemant dattatray gaikwad yanche vi.moo.mhanun shri. rajendra subhash belekar, Mobile number 9422265568, an amount of Rs.860/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Nashik 2 of the District Nashik.

Payment Details

Bank Name	MAHB	**Date**	21/05/2019
Bank CIN	10004152019052118739O	**REF No.**	001538804

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

CHALLAN
MTR Form Number-6

GRN	MH001733953201920E	BARCODE		Date	21/05/2019-10:53:56	Form ID	25.1

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	NSK2_NASHIK 2 JOINT SUB REGISTRAR	Full Name	PRABHAVI CONSTRUCTION
Location	NASHIK		
Year	2019-2020 One Time	Flat/Block No.	S.NO.67/2 PLOT NO.28 TO 30
		Premises/Building	
		Road/Street	AREA 755.84 SQ.M
		Area/Locality	VILLAGE DASAK
		Town/City/District	
		PIN	4 2 2 1 0 1
		Remarks (If Any)	SecondPartyName=HEMANT DATTATRAY GAIKWAD~
		Amount In Words	Two Hundred Rupees Only

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	100.00
0030063301 Registration Fee	100.00
Total	200.00

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JOINT SUB-REGISTER Class-2 NASHIK-2

Payment Details	BANK OF MAHARASHTRA

Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	02300042019052165453	191416160414
Bank Date	RBI Date	21/05/2019-10:56:55	Not Verified with RBI
Bank-Branch		BANK OF MAHARASHTRA	
Scroll No. , Date		Not Verified with Scroll	

Department ID :
Mobile No. : 9422265568

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

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Print Date 21-05-2019 10:58:01

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CHALLAN

MTR Form Number-6

JOINT SUB-REGISTER Class 2 NASHIK-2

GRN MH001733953201920E	BARCODE	Date 21/05/2019-10:53:56	Form ID 25.1

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	NSK2_NASHIK 2 JOINT SUB REGISTRAR	Full Name	PRABHAVI CONSTRUCTION
Location	NASHIK		
ar	2019-2020 One Time	Flat/Block No.	S.NO.67/2 PLOT NO.28 TO 30
		Premises/Building	
		Road/Street	AREA 755.84 SQ.M
		Area/Locality	VILLAGE DASAK
		Town/City/District	
		PIN	4 2 2 1 0 1

Account Head Details	Amount in Rs.
0030046401 Stamp Duty	100.00
0030063301 Registration Fee	100.00
	200.00

DEFACED ₹200.00 DEFACED

Remarks (If Any)

SecondPartyName=HEMANT DATTATRAY GAIKWAD~

Amount In Words: Two Hundred Rupees Only

Payment Details	BANK OF MAHARASHTRA

Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	02300042019052165453	191416160414
Bank Date	RBI Date	21/05/2019-10:56:55	Not Verified with RBI
Bank-Branch		BANK OF MAHARASHTRA	
Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 9422265568

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.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-105-3227	0000995305201920	21/05/2019-13:22:28	IGR312	100.00
2	(iS)-105-3227	0000995305201920	21/05/2019-13:22:28	IGR312	100.00
			Total Defacement Amount		200.00

Print Date 21-05-2019 01:24:47

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Stamp Rs. 100/-

Om Sai

APARTMENT DECLARATION

THIS APARTMENT DECLARATION is made and executed at Nasik Road, on this 21 **day of MAY 2019.**

BY

PRABHAVI CONSTRUCTION
Through its Proprietor
MR. HEMANT DATTATRAY GAIKWAD
Age : 49 Years, Occupation : Business,
R/o. Icon Plaza, Datta Mandir Bus Stop,
Nashik Road, Tal. & Dist. Nashik - 422 101.
PAN-ADMPG5432D
Hereinafter referred to as **GRANTOR.**
Who is fully empowered and qualified to execute this Deed.

First :- That the **Grantor** is seized & possessed of sufficiently entitled to the Non-Agricultural Tenure lying & being of **S.No. 67/2, Plot No. 28** area adm. **271.42 Sq.Mtr., Plot No. 29** area adm. **215.12 Sq.Mtr.** & **Plot No. 30** area adm. **269.30 Sq.Mtr.** i.e. Total adm. area **755.84 Sq.Mtrs.** + TDR adm. area 156.65 Sq.Mtrs. of Village **DASAK,** within the limits of Nashik Municipal Corpn., Nashik & Registry & Sub Registry Dist. Nashik bounded as under :-

On or towards East : Open Space
On or towards West : 9.00 Mtr. Road
On or towards South : 6.00 Mtr. Road
On or towards North : 6.00 Mtr. Road
All the said property with soil, sub-soil & rights thereof.

Second :- That the Grantor is solely owner of the said property. That the Grantor has purchased the above said property from original property owner 1) Mr. Shivaji Vishnu Adhav,

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2) Mr. Mohan Vishnu Adhav, 3) Mr. Keshav Vishnu Adhav & the sale deed of above said property executed and regd. in the office of the Sub-Registrar, Nasik-2 on 10/08/2010 vide Regd. Sr. Doc. No. 8685/2010 and as per the strength of the above sale deeds the grantors name entered into the record of right of above said property.

That the Grantor has purchased the T.D.R.adm. area 156.65 Sq.Mtrs. & the said T.D.R. sale deed regd. in the office of the Sub-Registrar, Nasik-5 on 02/05/2017 vide Regd. Sr.Doc. No. 2241/2017.

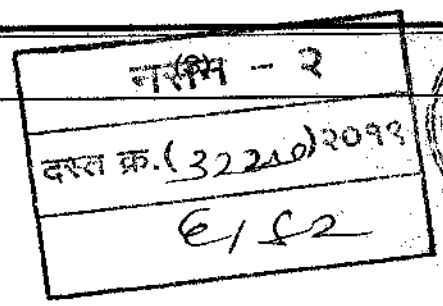
The abovesaid property is converted into N.A. by Collector, Nashik vide its letter No. **Mah/Kaksha-3/4/N.A.Order No.3/2010 dtd. 19/04/2010.**

The Final layout has been sanctioned by Asstt. Director, Town Planning, Nashik Municipal Corporation vide its letter No. **Nagarrachana Vibhag/Final/14/2010 dtd. 31.07.2010.**

Thereafter the Grantor have developed the above land (As shown in the site plan enclosed as Exhibit "B" herewith) by constructing the apartment hereinafter referred to as the "Said Property" building known as **"SHILP SAMRUDDHI APARTMENT"** according to the plan attached hereto as Exhibit "B" which were approved by the Nashik Municipal Corporation vide its letter **No.LND/BP/C-4/935/11 dtd. 18/05/2017** and revised building plan approved by Nashik Municipal Corporation vide its letter No. **LND/ BP/C-4/17501/250 dtd. 09/03/2018** and the Construction of the above said Apartment has been completed and issue a Completion Certificate of N.M.C. vide its letter **No. Javak No/Nanivi/ Nasik Road/23027/2019 dtd. 15/05/2019,** which are made a part thereof.

The Postal Address of the Building is :-

Shivram Nagar, Takli Road,
Dasak, Jail Road, Nashik Road,
Tal. & Dist. Nashik.





Third :- That the said building consist of a Ground floor + Four floors according to the plan attached hereto as **Exhibit "A"**. The Ground & upper floors consist of individual apartment for Residential purposes. Ground and upper floors are all capable of individual utilisation on account of having their own exists to a common area & facility of the building and the apartments have been sold to one or more owners,each owners obtaining a particular & exclusive property right thereto and each apartment consistuting a heritable and transferable,immovable property within the meaning of any law for the time being in force in the State (hereinafter referred to as Family Unit) and also an undivided interest in the general and/or restricted common areas and facilities of the building, as listed herein after 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 :- That the aforesaid building has a total building **area of 1349.62 Sq.Mtrs.** consisting of family units incl. area of balconies & Terrrace.

Fifth :- That this condominium shall be known as **"SHILP SAMRUDDHI APARTMENT** CONDOMINIUM" & that the family units & common areas and facilities of the building will be as follows :-

Details of Units :- There are **24** Residential Flats on the Ground floor + Four Floor.

The units are described herein below :-

Flat No.	Member Name	Adm.Area
101	Unsold Property	55.90
102	Unsold Property	69.80
103	Shri. Joseph Dyanial Salvi & Sau. Sharda Joseph Salvi	56.54

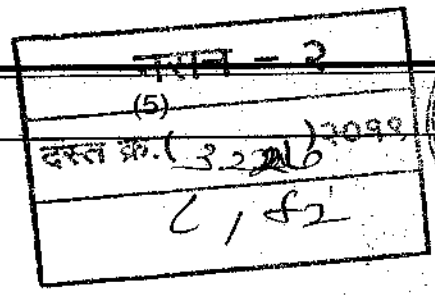
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104	Unsold Property	65.59
105	Shri. Pravin Ramesh Kulthe & Sau. Yogita Pravin Kulthe	59.43
106	Shri. Lahu Murlidhar Ghuge & Sau. Rekha Lahu Ghuge	54.11
201	Unsold Property	55.90
202	Unsold Property	66.45
203	Unsold Property	56.54
204	Unsold Property	65.59
205	Sau. Suvarna Uttam Shelke & Shri. uttam Abaji Shelke	56.62
206	Shri. Pawan Ashok Chandramore, Sau. Priyanka Pawan Chandramore & Shri. Pankaj Ashok Chandramore	54.11
301	Shri. Rohan Pandurang Bhagwat & Sau. Swapna Rohan Bhagwat	55.90
302	Unsold Property	54.42
303	Shri. Mohan Rupchand Jagtap & Sau. Sarala Mohan Jagtap	56.54
304	Unsold Property	65.59
305	Unsold Property	50.09
306	Unsold Property	48.56
401	Shri. Kunal Hari Hire	49.95
402	Unsold Property	43.62
403	Unsold Property	56.54
404	Unsold Property	65.59
405	Unsold Property	43.69
406	Unsold Property	42.55
	Total	**1349.62**

a) The parcel of land descbribed in paragraph first of this deed.





b) The following facilities throughout the building and as shown in Exhibit "A" attached hereto.

1) A stairway on centre of the building which leads from the Ground Floor to the roof of the building.
2) Electric fitting network throughout the building.
3) Water Tank located on the roof of the building.
4) Plumbing network throughtout the building and common water meters.
5) Necessary Light & Public Water Connection.
6) The foundations and main walls,columns, beams and roofs of the building as described in the plans which form part of this deed as Exhibit "A" hereof, excluding terrace described in restricted common facilities.
7) Borewell (tube well) with pump.
8) Tanks, pumps, motors and in general all apparatus and installation existing for common use, including ungerground storage tank.
9) Common/Seperate parking area & Lift facility

2) **COMMON AREAS & FACILITIES.**

Sixth :-

(a) That the right, title & interest of each owner of a family unit in the general common area & facilities listed letter a & b of para No.2 & 5 and their proportionate shares in the profits and the common expenses in the said general common areas as well as the proportionate representation forvoting purpose in the meeting of association of apartment owner of the **"SHILP SAMRUDDHI APARTMENT Condominium"** is based on the proportionate value of each family unit, the total value of family units is as follows :-

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Sl. No.	Unit No.	Flat Area in Sq.Mtrs.	Percentage of Voting (%)
01	101	55.90	4.14%
02	102	69.80	5.17%
03	103	56.54	4.19%
04	104	65.59	4.86%
05	105	59.43	4.40%
06	106	54.11	4.00%
07	201	55.90	4.14%
08	202	66.45	4.92%
09	203	56.54	4.19%
10	204	65.59	4.86%
11	205	56.62	4.19%
12	206	54.11	4.00%
13	301	55.90	4.14%
14	302	54.42	4.03%
15	303	56.54	4.19%
16	304	65.59	4.86%
17	305	50.09	3.71%
18	306	48.56	3.60%
19	401	49.95	3.71%
20	402	43.62	3.24%
21	403	56.54	4.19%
22	404	65.59	4.86%
23	405	43.69	3.25%
24	406	42.55	3.16%
	TOTAL :	**1349.62**	**100.00%**

a) The proportionate representation for voting purposes & also the proportionate shares in profits & expenses both provided in (a) hereof may be limited in accordance with the provisions of the bye-laws attached hereto as Exhibit "B".

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(b) Apartment & the percentage of undivided interest in the common areas & facilities appertaining to the each apartment area not encumbered in any manner whatsoever on the date of the declatation.

That the administration of **"SHILP SAMRUDDHI APARTMENT** condominium consisting as aforesaid of the building & parcel of land described in paragraphs first of this Deed shall be in accordance with the provisions of the bye-laws which are made a part of this deed & are attached hereto as Exhibit "B".

Seventh :- 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 all the family units of the building may be conveyed and registered as Individual properties capable of independent use, on account of each having its own exist to a common area and having its own exist to a common area and facilityof the building, each family unit owner having exclusive and particular right, title and interest over his/her respective family unit and in addition, the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

Eighth :- That for the purposes of Stamp duty and registration fees to be imposed on the registration of this Deed in the Registrar of Declaration and Deeds of Apartment under Section 13(5) the value of the **"SHILP SAMRUDDHI APARTMENT Condominium** " is distributed as follows :-

Nineth :- That so long as the Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of this Deed and of the Exhibits A & B attached hereto and the grantor covenants to take no action which will adversely affect the rights of the Association of Apartment owners with respect to the Assurances against latent defect in the building

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or other rights assigned to the Association by reason of the establishment of **"SHILP SAMRUDDHI APARTMENT Condominium"**

Tenth :- That the General and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

Eleventh :- 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.

Twelth :- That the undivided interest in the general and/or 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 even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Thirteenth :- That each apartment owner shall comply with the provisions of this Deed, the bye-laws decisions and resolutions of the Association of Apartment owners of its representative & failure to comply with any such provisions, decision or resolutions shall be grounds for an action to recorver sums due, for damages or for injective relief.

Fourteenth :- That the dedication of the property to the plan of apartment ownership herein shall not be revoked, or the property removed from the plan of apartment ownership, or any of the 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 instruments.

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Fifteenth :- That no apartment owner of a family unit may exempt himself/herself 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 & facilities or by the abundonment of his family unit.

Sixteenth :- 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, of the family unit for payment of Govt. or Municipal Corporation Taxes or both, and (2) all sums unpaid on a first mortgage of the apartment.

Seventeenth :- That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed and that the more acquisition or rental of any of the family units of the building or the more act of occupancy of any of the said units shall signfy that the provisions of this Deed are accepted and ratified. The respective family unit shall not be rented or given on leave & 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 thiry days or (b) and any rental or if the occupants of the family unit are provided customery hotel or boarding or lodging or paying guest services other than the foregoing obligations, the apartments owners of the respective family units shall have the absolute right to lease such unit or give it and leave & licence or care taker basis provided and that said lease or leave & licence or care taker basis is made submiect to the covenants and restrictions contained in this declaration & further subject to the bye-laws in Exhibit "B" attached hereto.

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

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Nineteenth :- That, where a family unit is sold by a mortgages 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/her successors, or 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 construed to prevent the Association of Apartment owners from filling and claiming charge for such assessments and that such charge shall be subordinate to such mortgage.

Twenteenth :- 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 letter for his share of the common expeses 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 assessment against the grantor due to the Association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a charge for any amount of unpaid assessments made by the Association of Apartments owners against Grantor in excess of the amount therein,setforth.

Twenty One :- That the manager or Board of Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first a mortgages covering family units but without prejudicial to the right of the owners of a family unit to obtain individual family unit insurance.

Twenty Second :- That the Manager, or Board of Managers of the coverage shall be common expenses to be paid by monthly assessment levied by the asscciation of apartment owners, and

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that such payment shall be held in a seperate account of the Association and used solely for the payment of the blanket property insurance premium as such premiums become due.

IN WITNESSES WHEREOF the Grantor have hereto set his hands on the day, date, month and year first mentioned hereinabove.



Signed & Delivered by
PRABHAVI CONSTRUCTION
Through its Proprietor
MR. HEMANT DATTATRAY GAIKWAD
(Grantor)

In the presence of :-
Witness :-

1) M.S.Pawar

2) C.P.Deshpande

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JOINT SUB-REGISTER Class-2 NASHIK-2

EXHIBIT "B"

BYE-LAWS OF " **SHILP SAMRUDDHI APARTMENT"** Apartment Condominium"

CHAPTER- I

1) **SHORT TITLE & APPLICATION** :

These bye - laws may be called the bye - laws of the **"SHILP SAMRUDDHI APARTMENT Condominium".** The provisions of these bye-laws apply to the **"SHILP SAMRUDDHI APARTMENT Condominium".**

All the present & future owners, tenements, and their employees or any other persons that might use the facilities of the building in any manner are subject to the regulations setforth in the bye-laws.

The more acquisition of rental or taking on licence or any of the units (hereinafter referred to as Units) of the building or more act of occupancy of any of the said units will signfy that these bye-laws are accepted, ratified and will be complied with.

2) **DEFINATIONS :-**

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 Apartment Owners constituted by such owners for the purpose of the **"SHILP SAMRUDDHI APARTMENT Condominium"**

c) Board means a Board of Managers, consisting of three persons all of whom shall be owners of apartment in **"SHILP SAMRUDDHI APARTMENT Condominium".**

d) Building means the building located at Village **DASAK** Tal. & Dist.Nashik and known **"SHILP SAMRUDDHI APARTMENT Condominium"** includes the land forming part thereof.

e) Declaration means the Declaration which the sole owner of the building or all the owner of the building have executed and registered a provided in Sec.2.

f) Majority or owners means these owners holding 51% of the votes in accordance with the percentage assigned in the Declaration.

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g) Owner of Apartment owners means the person owing in Apartment in **"SHILP SAMRUDDHI APARTMENT Condominium".**

h) Secrion means a Section of the Act.

i) Unit means a family unit in **"SHILP SAMRUDDHI APARTMENT Condominium"**

j) Registrar means the Registrar of Co.Operative Societies.

1) Words and experssions used in these bye-laws but not defined there in shall have the meaning respectively assigned to them in the act.

3) **APARTMENT OWNERSHIP :-**

The building located at Village **DASAK, Tal. & Dist. Nashik** & known as **" SHILP SAMRUDDHI APARTMENT Condominium"** is submitted to the provisions of the Act.

4) **OBJECTS OF THE ASSOCIATION :-**

1) The objections of the association shall be :-

a) to be and to act as the Association of Apartment owners of the building called **"SHILP SAMRUDDHI APARTMENT Condominium"** at **Village DASAK, Tal.& Dist. Nashik** (Hereinafter called the Said Building), who have filed their respective declarations submit their apartment to the provisions of the Act.

b) to invest or deposit moneys.

c) to provide for the maintenance, repairs and replacement of the common areas and facilities by contributions from the Apartment Owners and it necessary by raising loans for that purpose.

d) to retain and rent or licence, if possible suitable portion of the common area of the outsider for commercial purpose and to distribute the common profit list. After deducting the common expenses, among the apartment owners as common profits or accumulate the same for building up reserve fund.

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e) to provide for and do all or any of the matters provided in sub-section 2 of the section 16.

f) to advance, with the consent of the apartment owners may any emergent necessity and to provide for the repayment thereof in lumpsum or in instalments.

g) to establish and carry on all its own accounts or jointly with individual or with institutions, education, physical, social and recreative activities, for the benefits of the apartment owners.

h) to frame rules with the approvals of the general meeting of the association and after consulting the Competent Authorities and to establish Provident Fund and the Gratitude Fund if necessary for the benefit of the employees of the association.

i) to all the things necessary or and otherwise provide their welfare expendient for the attainment of the objects speci fied in these bye-laws.

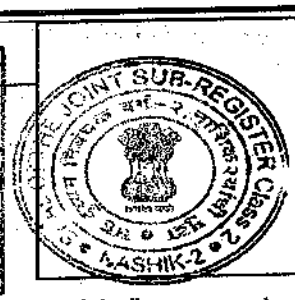
2) The association shall not act beyond the scope of these objects without delay duly amending the provisions of these bye-laws for the purpose.

5) **MEMBERS OF THE ASSOCIATION** :

1) All the persons who have purchased the APARTMENT in **"SHILP SAMRUDDHI APARTMENT Condominium"** and executed their respective declaration under section 5, submitting their apartments to the provisions of the Act, shall automatically be the members of the Association and shall pay the sum of Rs.100/- as a Entrance Fee and may purchase at least one share of the face value of Rs. 500/- each. Each apartment owner shall receive a copy of the bye-laws on payment of Rs.100/-.

2) Upon any apartment owner selling his/her/their apartment or absolutely conveying the same by way of gift under his/her will or otherwise, the purchaser or the donees shall automatically become member on payment of Rs.1/-. The Shares/s held by the apartment owner shall be transferred to the name of the purchaser or donor on payment of Rs.1/- to the association.

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3) On the death of an apartment owner, his/her apartment shall betransferred to the ersons or persons to whom he/she bequeath the same by his/her eill or to the legal representatives or his/her estate in case he/she has notmade any specific bequeath of the Apartment. The name of the legatee or names of the legal representatives jointly shall be entered in the Register of the Apartment Owners maintained by the secretary for the purpose of the administration of **"SHILP SAMRUDDHI APARTMENT Condominium"** as the Apartment owner or jointly apartment owners whereby a legatee is a minor, the apartment owner shall be entitled to appoint, a guardian for such a minor.

6) **JOINT APARTMENT OWNERS** :-

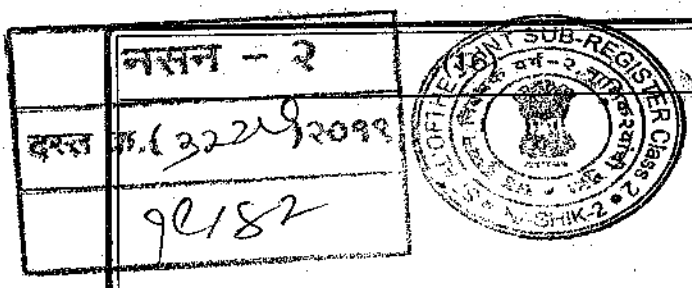
Whereas Apartment has been purchased by two or more persons jointly they shall be entitled to the apartment and the share of the association shall be issued in their joint names, but the person whose names stands first in the share certificate shall alone have the right to vote.

7) **HOLDING OF THE SHARE COMPULSORY** :-

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

8) **DISQUALIFICATIONS** :-

No apartment owner shall be entitled to vote on the questions of elections of the members of the Board or Presidents, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such if he/she is in arrears if any sum due from him/her in respect of his/her contributions for common expenses, for more than sixty days on the last days of the year preceding the year in which the election to the Board would take place. The association or be entitled to stand for election if he is in arrears of any sum due from him in respect of his contribution for common expenses.



CHAPTER II
VOTING, QUORUM & PROXIES

9) **VOTING** :-

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

10) **QUORUM** :-

Except as otherwise provided in these bye-laws the presents in person of majority i.e. 90% of owners shall constitute a quorums.

11) **VOTE TO BE CAST PERSON** :-

Vote shall be cost in person.

CHAPTER III
ADMINISTRATION

12) **POWER & DUTIES OF THE ASSOCIATION** :-

The Association will have responsibility of administering the **"SHILP SAMRUDDHI APARTMENT Condominium"** approving the annual budget,establishing and collecting monthly assessment & arranging for the management of the **"SHILP SAMRUDDHI APARTMENT Condominium"** in an efficient manner, except as otherwise provided the resolution of the Association on shall require the approved by majority of apartment as owner casting vote in person.

13) **PLACE OF MEETING** :-

Meeting of the Association shall be held a suitable place convenient to the Apartment owners, as may be from time to time be decided by the Association.

14) **ANNUAL MEETING** :-

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 **30th day of April** of each succeding year. At

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special meeting except as stated in the notice without the consent of four, fifts of the owners present in person. Such meetings there shall be elected by ballot of the apartment owners a Board of Managers in accordance with the requirements of bye-laws 23. The Ownes may also transact such other business of the Association as may property come before them.

15) **SPECIAL MEETING** :-

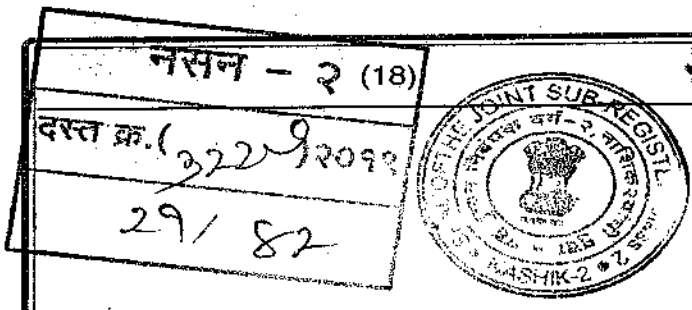
It shall be the duty of the President to cell a Special Meeting of the Association as directed by resolution of the Board of upon a petition signed by authority of the Apartment Owners & having been presented to the Secretary or at the request of housing commissioner or as the case may be Registrar or any officer, duly, authorised by him in this behalf. The notice of any Special Meeting shall state the time & place of such meeting and the purpose thereof. No other business shall be transacted at a Special Meeting except as stated in the notice, without the consent of 4/5th of the Apartment Owners present in persons.

16) **NOTICE OF MEETING** :-

It shall be the duty of the Secretary to mail or send notices of each annual or special meeting stating therein the purpose of the meeting as well as the time and place were it is to be held, to each apartment owner,atleast 2 but not more than seven prior to such meeting. The mailing or sending of such notice in the manner provided in the bye-laws should be considered the notice served. Notice of all meetings shall be mailed or sent to the Housing Commissioner or as the case may be to the Registrar.

17) **ADJOURNED MEETING** :-

If any meeting of the apartment owner can not be organised because of Quorum not attended, the apartment owners who are present may adjourn, the meeting to a time not less than 48 hours, from the time of the original meeting was called. If at such adjourned meetings, also no quorum is present, the apartment owners present in person being not less than 2 shall from a quorum.



18) **ORDER OF BUSINESS :-**

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

a) Roll Call,
b) Proof of Notice of meeting or waiver of notice.
c) Reading of minutes or proceedings of the previous meeting.
d) Report of officers.
e) Report of the Housing Commissioner or the Registrar duly authorised by them if presents.
f) Report of Committee.
g) Election of Board of Manager.
h) Unifinished business, if any,
i) New Businesses.

CHAPTER IV
BOARD OF MANAGERS

19) **MANAGERS OF ASSOCIATION :-**

The board of Managers shall be governed by the affairs of the association.

20) **POWER AND DUTIES OF THE BOARD :-**

The Board of Managers for the administration of the affairs of the association and may do all such acts and things as are not be lawor these bye-laws directed to be exercised and done by the Apartment owners or instructedby the Builder/Developers.

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-up keep and maintenance of **"SHILP SAMRUDDHI APARTMENT Condominium"** and common areas and facilities and restricted common areas & facilities.
b) Collection of the monthly assessments from the apartment owners.

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c) Designation, employment, remuneration & dismissal of the personnel necessary for themaintenance & operation of the **"SHILP SAMRUDDHI APARTMENT Condominium"** the common areas and facilities and the restricted common areas and facilities.

d) To 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 Tresurer, and examine the registers and account book and to take steps for the recovery of all sums due to the association.

f) To see that cash book is written up promptly and is signed daily by one of the members of the Board authorised in this behalf.

g) 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 & services as the Board shall authorise including, but not limited to the duties listed in bye-laws 21.

23) **ELECTION & TERM OF OFFICER** :-

At the first annual meeting of the association, the terms of office of two managers shall be fixed for three years. The terms of office of one manager shall be fixed of one year. At the expiration of the intial terms of office of each respective Manager, his success or shall be elected to serve a term of three years. 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 year).

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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 through they may constitute less than quorum and each person so elected at the next annual meeting of the association.

25) **REMOVAL OF MANAGERS** :-

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

26) **ORGANISATION OF A MEETING** :-

The first meeting of the newly elected Board shall be held within ten days of the election at such a place, as shall be fixed by the Managers at the meeting at which such 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 meeting 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 atleast two such meetings shall be held during each year. Notice or regular meetings of the Board shall be given to each manager, personally or by mail, or telegraph, atleast 3 days prior to the day named for such meeting.

28) **SPECIAL MEETING** :-

Special meetings of the Board may be called by the President of 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 Prersident or Secretary in like manner and on like notice on the written request of atleast three managers.

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29) **WAIVER OF NOTICE** :-

Before or at any meeting of the Board, any Manager, may in writing, waiver notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

30) **QUORUM** :-

At all meetings of the Board, 2/3rd of the total strength of the Managers shall constitute a quorum for a manager present at the meeting at which a quorum is present shall be acts of the Board. If at any meeting of the Board, there shall be less than a quorum present majority of those present may be adjourn the meeting from time to time any business which might have been transacted at the meeting as originally called may be transaction without further notice provided there is a quorum present.

31) **FIDELITY BONDS** :-

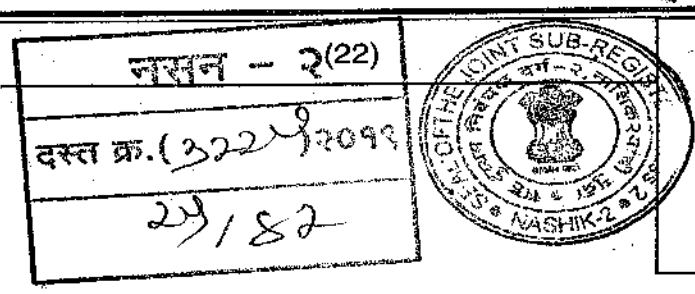
The Board may require that all officers and employed of the association handling or responsible for association funds shall furnish adequate fidelity bonds. The association shall pay the premises on such bonds.

CHAPTER V
OFFICERS :

32) **DESIGNATION** :-

The Principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by & from the Board.

The Board may appoint an Assistant Treasurer, and an Assistand Secretary & such other officers as in their Judgement may be necessary. (In case of an Association of one hundred owners or less, the officers or Treasurer and Secretary may be filled by the same person.)



33) **ELECTION OF OFFICERS** :-

The officers of the Association shall be elected mannually by the Board at the organisation meeting of each new board and shall hold offices at the pleasure of the Board.

34) **REMOVAL OF OFFICERS** :-

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

35) **PRESIDENT** :-

The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the General Association & of the Board. He shall have all of the General Power 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 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 Vice President is able to act, the Board shall appoint some other member of the Board so as to act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon by Board.

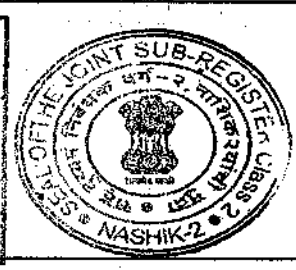
37) **SECRETARY** :-

The Secretary shall keep the minutes of all 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; & he shall, in general, perform all the duties incidental to the office of Secretary.

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38) **TREASURER:-**

The treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full & accurate accounts of all receipts & disbursements in books belonging to the association. He shall be responsible for the deposit of all money and other valuable effects in the name and to the credit & the Board may from time to time designate the association in such depositaries as. Each and every year President, Vice President, Secretary & Treasurer of the Apartment will be changed on rotation basis as decided by the Board of Members.

CHAPTER VI
OBLIGATIONS OF THE APARTMENT OWNERS

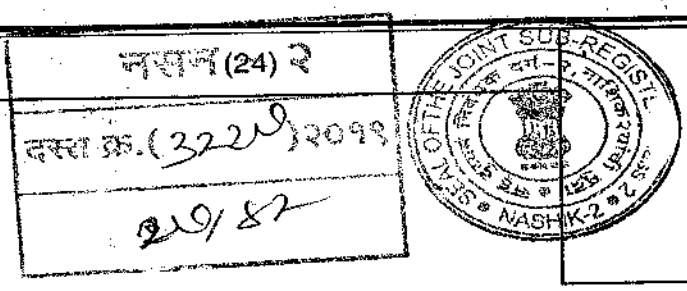
39) **ASSESSMENTS :-**

All owners are obliged to pay monthly assessments imposed by the Association of meet all the expenses relating to **"SHILP SAMRUDDHI APARTMENT Condominium"** which may include an insurance premium for policy to cover repair work and reconstruction work in case of hurricane, fire, earthquake of other hazards or clamity. The assessments shall be made pro-rata according to the value owned as stipulated in the declarations. Such assessments shall include monthly payments to a General Operation Reserve Fund & a Reserve Fund for replacement.

40) **MAINTENANCE AND REPAIR :-**

1) Every owner must perform promptly, all maintenance and repair work within his own unit, which if omitted would affect the **"SHILP SAMRUDDHI APARTMENT Condominium"** in entirely or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.

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



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

41) **USE OF FAMILY UNITS INTERNAL CHANGES**

1) All units (here specify number of apartment, if any used for commercial purposes) shall be utilised for residential purposes only & commercial unit shall be utilised commercial purpose only .

2) An owner shall not make any structural modifications of alterations in his unit or installations located therein without previously notifying the Association in writing, through the President of the Board if no Manager is employed. The Association shall have the obligation to answer within 30 days and failure to do so within the stipulations time shall mean that there is no objection to the proposed modification, alteration or installation.

42) **USE OF COMMON AREAS & FACILITIES & RESTRICTED COMMON AREAS & FACILITIES:-**

a) An owner shall not place or cause to be placed or cause to be place in the lobbies vestibules, stairways, elevators & other areas of **"SHILP SAMRUDDHI APARTMENT Condominium"** & facilities of a similar nature both common and restricted any furniture, packaging or objection of any king such areas shall be used for no other purpose than for formal transis through them.

43) **RIGHT OF ENTRY :-**

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

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2) An owner shall permit other owners, or their representatives when so required to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services provided that request for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right to entry shall be immediate.

44) **RULES OF CONDUCT :-**

1) No resident of the **"SHILP SAMRUDDHI APARTMENT Condominium"** shall post any advertisement, or poster of any kind in or on the building except as authorised by the Association.

2) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television & amplifiers, that may disturb others residents. Residents keeping domestic animals shall abide by the Municipal Sanitary bye-laws of regulations.

3) It is prohibted to hand garments, rugs etc. from the windows, balconies or from any of the facades of the **"SHILP SAMRUDDHI APARTMENT Condominium"**

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

5) No owner, resident or lessee shall install wiring for electrical or telephone installation, television anteanne, machines or air- conditioning units etc. on the exterior of the **"SHILP SAMRUDDHI APARTMENT Condominium"** or that protrude through all the walls or the roof of the condominium except as authorised by the Association.

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CHAPTER VII
FUNDS & THEIR INVESTMENTS

45) **FUNDS** :-

The Association in all or any of the Following ways may funds namely :-

a) by shares :

b) by contributions and donations from the apartment owners ;

c) by from common profits which shall from the nucleus of the Reserve Fund ;

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

46) **INVESTMENT** :-

The Association may invest deposit its funds in one or more of the followings :-

a) in the Central Co.Op.Bank or in the State Co.Operative Bank or

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

c) in any Co.Op.Bank other than those referred to in clause (a) of this bye-laws or in any banking company approved for this purpose by the Association;

47) **APPLICATION** :-

Should there by any Federation of Apartment owners in the locality in which the **"SHILP SAMRUDDHI APARTMENT Condominium"** is situated the Association may, after consulting the competent authority, become a member thereof and pay the sums from time to time payable to such federation under the rules thereof.

48) **ACCOUNTS** :-

1) A banking account shall be opened by the Association in to 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.200/- shall be made by cheques signed by the Secretary and one member of the Board.

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2) Each appartment 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 and contributions towards common expenses, and his share of assessment and other dues, if any, in respect of his apartment.

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

a) the profits & losses account.

b) the receipt and expenditure of the previous financial year

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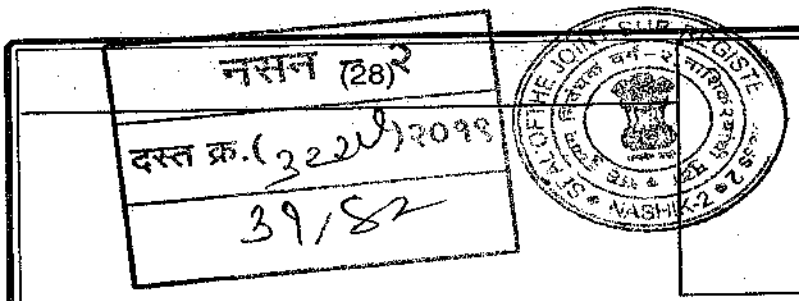
c) a summary of the property and assets and liabilities of the common areas and facilities of the Association giving such particulars as well disclose the general nature of these liabilities and assets and now the value of fixed assets has been arrived at.

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

5) Every financial statement shall be accompanies by a complete list of the apartment owners. There shall also accompany the financial statement in a similar list of loonies. The financial statement shall state upto which/what date profits & 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 hereinbefore 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.

51) **POWER OF AUDITOR :-**

The Auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common areas and facilities (including limited common areas & 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.

CHAPTER VIII
MORTGAGEES

52) **NOTICE OF ASSOCIATION :-**

An owner who mortgages his units 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 the address of his mortgagees, and the association shall maintain such information in a book entitled **"MORTGAGEES OF UNITS".**

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56) **NOTICE OF UNPAID ASSESSMENTS :-**

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

CHAPTER IX
COMPLIANCE

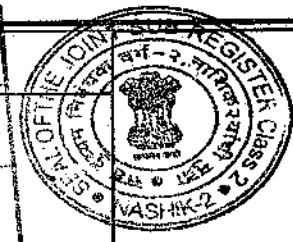
57) **COMPLIANCE :-**

These bye-laws are setforth 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 accpeted that provisions of the act will apply.

58) **SEAL OF THE ASSOCIATION :-**

The Association shall have a common seal which shall be in the custody of the Secretary of the Association and shall be used only under the authority of a resolution of the Board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board & the Secretary or any other person authorised by the Association in that behalf.

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CHAPTER X
AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

59) **AMENDMENT 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 srepresenting at least 75% of the total value of all units in the **"SHILP SAMRUDDHI APARTMENT Condominium"** as shown in the Declaration.

CHAPTER XI
PROPOSED UPPER FLOOR CONSTRUCTION UNIT

60) The each holder of the said apartment having full right to construct upper floors on the self unit after approval of revied building plan with consuming remaining own FSI or using TDR as per the rules & regulations of Town Planning Dept. of NMC, Nashik.

The unit holder should not object or obstruct or filed any type of case against other unit & against extension work of the other unit holder of said apartment i.e. **"SHILP SAMRUDDHI APARTMENT Condominium".**

The each unit holder having full rights to approval revised plan obtain completion from NMC with his single signature and also for taking loans and other formalities every unit holders has given full rights to develop and sale his own unit by his own cost and responsibility.

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