340/2958 पावती Original/Duplicate

Thursday,May 09 ,2019 नोंदणी क्रं. :39M

2:54 PM Regn.:39M

पावती क्रं.: 3524 दिनांक: 09/05/2019

गावाचे नाव: भगूर

दस्तऐवजाचा अनुक्रमांक: नसन3-2958-2019

दस्तऐवजाचा प्रकार : घोषणापत्र

सादर करणाऱ्याचे नाव: 1. श्री. नंदकुमार पांडुरंग चव्हाण 2. श्री. कृष्णा पांडुरंग चव्हाण 3. श्री. शैला दिगंबर कदम, 4. सौ. लिला मनोहर पाटेकर, 5. मे. शाह बिल्डर्स अँन्ड डेव्हलपर्स तर्फे भागिदार श्री अतिश महेंद्र शाह नंबर 5 स्वतकरीता व नं. 1 ते 4 यांचे ज.मु. म्हणून तसेच नं. 5 यांचे वि.मु. म्हणुन श्री. अनिकेत उध्दव आंबरे

| | |
|---|---|
| नोंदणी फी | रु. 100.00 |
| दस्त हाताळणी फी | रु. 960.00 |
| पृष्ठांची संख्या: 48 | |
| एकूण: | रु. 1060.00 |

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 3:20 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik3

सह. दुय्यम निबंधक वर्ग-३

नाशिक-३

बाजार मुल्य: रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001341442201920E दिनांक: 09/05/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.960/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0905201907307 दिनांक: 09/05/2019

बँकेचे नाव व पत्ता:

मुळ दस्त परत केला
व सही घेतली.

Index-2( सूची - २ )

09/05/2019

**सूची क्र.2**

दुय्यम निबंधक : सह दु.नि. नाशिक 3
दस्त क्रमांक : 2958/2019
नोंदणी :
Regn:63m

**गावाचे नाव : भगूर**

| | |
|---|---|
| (1)विलेखाचा प्रकार | घोषणापत्र |
| (2)मोबदला | 0 |
| (3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) | 1 |
| (4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास) | 1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन :, इतर माहिती: मौजे भगुर येथील सर्व्हे नंबर 76/9 यासी प्लॉट नंबर 1 यांसी क्षेत्र 533.51 चौ.मि. यावरील शाहज् कमल संकुल अपार्टमेंट या इमारतीचे घोषणापत्र.( ( Survey Number : 76/9 ; ) ) |
| (5) क्षेत्रफळ | 1) 533.51 चौ.मीटर |
| (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा. | |
| (7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. | 1): नाव:-1. श्री. नंदकुमार पांडुरंग चव्हाण 2. श्री. कृष्णा पांडुरंग चव्हाण 3. श्री. शैला शिंगवर कदम, 4. सौ. लिला मनोहर पाटेकर, 5. मे. शाह बिल्डर्स अँन्ड डेव्हलपर्स तर्फे भागिदार श्री अतिश महेंद्र शाह नंबर 5 स्वतकरीता व नं. 1 ते 4 यांचे ज.मु. म्हणून तसेच नं. 5 यांचे वि.मु. म्हणुन श्री. अनिकेत उध्दव आंबरे वय:-21; पत्ता:-प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: 0, ब्लॉक नं: 0, रोड नं: मु.पो.भगुर,ता.जि.नाशिक, महाराष्ट्र, णास्:ईक्र. पिन कोड:-422501 पॅन नं:-ABUFS6611A |
| (8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता | |
| (9) दस्तऐवज करुन दिल्याचा दिनांक | 09/05/2019 |
| (10)दस्त नोंदणी केल्याचा दिनांक | 09/05/2019 |
| (11)अनुक्रमांक,खंड व पृष्ठ | 2958/2019 |
| (12)बाजारभावाप्रमाणे मुद्रांक शुल्क | 100 |
| (13)बाजारभावाप्रमाणे नोंदणी शुल्क | 100 |
| (14)शेरा | |

सुची क्र.II
नोंदणी नंतरची प्रथम प्रत
अस्सल दस्तऐवज नकल

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : Affidavit

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 ★ NASIK-3 ★ सह दुय्यम निबंधक वर्ग-२, नाशिक-३

# CHALLAN
## MTR Form Number-6

| GRN | MH001341442201920E | BARCODE | | Date | 09/05/2019-14:18:35 | Form ID | 25.1 |
|---|---|---|---|---|---|---|---|

| | |
|---|---|
| Department | Inspector General Of Registration |
| Type of Payment | Stamp Duty<br>Registration Fee |
| Office Name | NSK3_NASHIK 3 JOINT SUB REGISTRAR |
| Location | NASHIK |
| Year | 2019-2020 One Time |

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

**Payer Details**

| | |
|---|---|
| TAX ID (If Any) | |
| PAN No.(If Applicable) | |
| Full Name | Shah Builders And Developers Through Partner |
| Flat/Block No. | Bhagur |
| Premises/Building | |
| Road/Street | Nashik |
| Area/Locality | Nashik |
| Town/City/District | |
| PIN | 4 2 2 1 0 1 |

**Remarks (If Any)**

SecondPartyName=Shah Builders And Developers Through Partner~

Amount In Two Hundred Rupees Only

नमुना - ३

दस्त क्र. (२०१९)

SEAL OF THE JOINT SUB-REGISTRAR (Class-2) सह दुय्यम निबंधक वर्ग-२, नाशिक-३, NASIK-3

| Payment Details | BANK OF INDIA | FOR USE IN RECEIVING BANK | | | |
|---|---|---|---|---|---|
| Cheque-DD Details | | Bank CIN | Ref. No. | 02202292019050905686 | 82019149 |
| Cheque/DD No. | | Bank Date | RBI Date | 09/05/2019-14:19:00 | Not Verified with RBI |
| Name of Bank | | Bank-Branch | | BANK OF INDIA | |
| Name of Branch | | Scroll No. , Date | | Not Verified with Scroll | |

Department ID :

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

Mobile No. : 8007075055

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

## Department of Stamp & Registration, Maharashtra

### Receipt of Document Handling Charges

| PRN | 0905201907307 | Date | 09/05/2019 |
|---|---|---|---|

Received from Shah Builders And Developers Through Partner, Mobile number 8007075055, an amount of Rs.960/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Nashik 3 of the District Nashik.

**Payment Details**

| Bank Name | BKID | Date | 09/05/2019 |
|---|---|---|---|
| Bank CIN | 10004152019050910065 4 | REF No. | 82019370 |

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

नमुना - २
दस्त क्र. (२४५/२०१९)
२—१५




## DECLARATION OF APARTMENT

**THIS DECLARATION OF APARTMENT** is made and executed at Nashik on this 9th day of **MAY 2019.**

**BY**

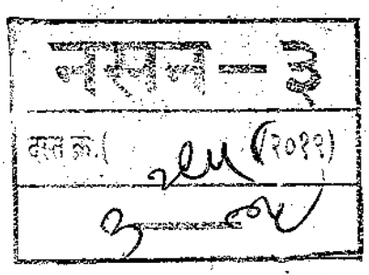
**[1] MR. NANDKUMAR PANDURANG CHAVAN, Age 61 Years,**
**[2] MR. KRISHNA PANDURANG CHAVAN, Age 57 Years,**
**[3] MRS. SHAILA DIGAMBAR KADAM, Age 54 Years**
**[4] MRS. LEELA MANOHAR PATEKAR, Age 72 Years, All Occupation Agriculturist, All R/o. At Post Bhagur, Taluka District Nashik,**
**[5] M/s. SHAH BUILDERS AND DEVELOPERS, A Partnership firm, PAN ABUFS 6611 A, through its PARTNER MR. ATISH MAHENDRA SHAH, Age 39 Years, Occupation Business, R/o. At Post Bhagur, Tal. Dist. Nashik-422501.**
**No. 5 for self and G.P.A. Holder of No. 1 to 4.**
Hereinafter referred to as the **"GRANTOR/S"** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include other partners, their heirs, executors, administrators, assigns, etc.) of the FIRST PART.

**FIRST** – The Grantor No. 1 to 4 are the absolute and exclusive owners of all that piece and parcel of the land situated at **Bhagur,** Taluka and District Nashik, within the limits of Cantonment Board Deolali more particularly described in the schedule written hereunder and hereinafter referred to as the Said Property.

**SECOND** the Grantor No. 1 to 4 have executed Development Agreement and General Power of Attorney in favour of the Grantor No. 5 on 21/11/2014 which are duly registered at the office of Sub Registrar, Nashik 3 at SR. No. 7690 and 7691 on 21/12/2014 and in consistence with the said development agreement Grantor No. 5 was to allotted certain construction to Grantor No. 1 to 4 towards the consideration of development and the grantor No. 5 was competent to sell the remaining constructed premises in the building constructed by the Grantor No. 5 on the said property so also grantor No. 1 to 4 were competent to sell the constructed premises allotted to him towards the consideration of development and as such the Grantor No. 5 has absolute right to develop the said property by constructing a building thereon & enter into agreement of sale of the tenements his share to the prospective purchaser at such price & the terms & conditions as the Grantor No. 5 may deem fit & to appropriate the sale proceeds thereof.

**THIRD** - That the Grantor No. 5 prepared a building plan which is duly sanctioned by the Deolali Cantonment Board, Nashik under commencement certificate No. 3344/BLD/E-8/4474 Dated 17-10-2017 and as per the building plan the Grantor No. 5 has commenced and completed the construction on the said property a building known as **SHAH'S KAMAL SANKUL APARTMENT** and Grantor No. 5 has obtained Completion Certificate from Deolali Cantonment Board, Nashik **under No. 3344/BLD3/E-8/5527 on 6/11/2018.**

**FOURTH-** That the said project consists of Ground floor as commercial units and First Floor as residential units . All the floors are all capable of individual utilization on account of having their own exit to a common area and facility of the said building and the apartment will be sold to one or more owners, each owner obtaining particular and exclusive property right thereto and each apartment constituting a heritable and transferable






immovable property within the meaning of any law for the time being in force in the State ( Hereinafter referred to as the Family Unit) and also an undivided interest in the general and/or restricted common areas and facilities of the said building as listed hereinafter necessary for their adequate use and enjoyment and hereinafter referred to as the general and/or restricted common areas and facilities, all of the above are in accordance with the Maharashtra Apartment Ownership Act 1970.

**FIFTH**- That the condominium shall be known as **"SHAH'S KAMAL SANKUL APARTMENT"** and that the family units common areas and facilities of the building will be as follows :-

**Shops**

* Commercial Units - On Ground floor there are 8 commercial units numbered as 1, 2, 3, 4, 5, 6, 7 and 8.

**Flats**

* Family Units - On First floor there are 4 family units numbered as Flat No. 1, 2, 3 and 4

**Description of each commercial unit is described as under:-**

(1) Commercial Unit - Apartment/ Shop No. **1**. It is a apartment on the **Ground floor**, admeasuring **10.05 Mtrs. carpet area.**
Name of Owner – **[1] MRS. MADHURI DILIP AHIRE**
**[2] MR. DILIP PANDURANG AHIRE**
**AGREEMENT OF SALE REGI. AT SR. NO. 469 ON 19/1/2019.**

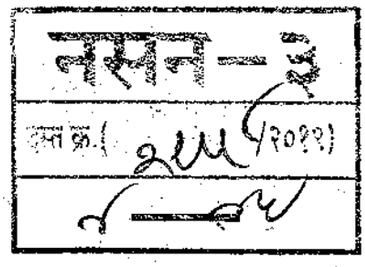
(2) Commercial Unit - Apartment/ Shop No. **2**. It is a apartment on the **Ground floor**, admeasuring **9.15 Mtrs. carpet area.**
Name of Owner – **Grantor No. 1. MR. NANDKUMAR PANDURANG CHAVAN.**
**Grantor No. 2. MR. KRISHNA PANDURANG CHAVAN**
**Grantor No. 3. MRS. SHAILA DIGAMBAR KADAM**
**Grantor No. 4. MRS. LEELA MANOHAR PATEKAR**

(3) Commercial Unit - Apartment/ Shop No. **3**. It is a apartment on the **Ground floor**, admeasuring **9.15 Mtrs. carpet area.**
Name of Owner – **Grantor No. 1. MR. NANDKUMAR PANDURANG CHAVAN.**
**Grantor No. 2. MR. KRISHNA PANDURANG CHAVAN**
**Grantor No. 3. MRS. SHAILA DIGAMBAR KADAM**
**Grantor No. 4. MRS. LEELA MANOHAR PATEKAR**

(4) Commercial Unit - Apartment/ Shop No. **4**. It is a apartment on the **Ground floor**, admeasuring **14.11 Mtrs. carpet area.**
Name of Owner – **[1] MR. GANESH DAMU NISAL**
**[2] MRS. RUPALI GANESH NISAL**
**AGREEMENT OF SALE REGI. AT SR. NO. 198 ON 9/1/2019.**

(5) Commercial Unit - Apartment/ Shop No. **5**. It is a apartment on the **Ground floor**, admeasuring **10.86 Mtrs. carpet area.**
Name of Owner – **MR. PRAVIN DEORAM GULVE**
**AGREEMENT OF SALE REGI. AT SR. NO. 1814 ON 15/3/2019.**

(6) Commercial Unit - Apartment/ Shop No. **6**. It is a apartment on the **Ground floor**, admeasuring **10.31 Mtrs. carpet area.**
Name of Owner – **MR. PRAVIN DEORAM GULVE**
**AGREEMENT OF SALE REGI. AT SR. NO. 1814 ON 15/3/2019.**







(7) Commercial Unit - Apartment/ Shop No. **7**. It is a apartment on the **Ground floor**, admeasuring **10.31 Mtrs. carpet area.**
Name of Owner – **Grantor No. 1. MR. NANDKUMAR PANDURANG CHAVAN.**
**Grantor No. 2. MR. KRISHNA PANDURANG CHAVAN**
**Grantor No. 3. MRS. SHAILA DIGAMBAR KADAM**
**Grantor No. 4. MRS. LEELA MANOHAR PATEKAR**

(8) Commercial Unit - Apartment/ Shop No. **8**. It is a apartment on the **Ground floor**, admeasuring **10.86 Mtrs. carpet area.**
Name of Owner – **Grantor No. 1. MR. NANDKUMAR PANDURANG CHAVAN.**
**Grantor No. 2. MR. KRISHNA PANDURANG CHAVAN**
**Grantor No. 3. MRS. SHAILA DIGAMBAR KADAM**
**Grantor No. 4. MRS. LEELA MANOHAR PATEKAR**

**FLATS**

(1) Family Unit - Apartment/ Flat No. **1**. It is a apartment on the **First floor**, admeasuring **33.19 Mtrs. carpet area and usable area of Balcony + Cupboard admeasuring 12.48 Sq. Mtrs.**
Name of Owner – **Grantor No. 1. MR. NANDKUMAR PANDURANG CHAVAN.**
**Grantor No. 2. MR. KRISHNA PANDURANG CHAVAN**
**Grantor No. 3. MRS. SHAILA DIGAMBAR KADAM**
**Grantor No. 4. MRS. LEELA MANOHAR PATEKAR**

(2) Family Unit - Apartment/ Flat No. **2**. It is a apartment on the **First floor**, admeasuring **40.24 Mtrs. carpet area and usable area of Balcony + Cupboard admeasuring 7.20 Sq. Mtrs. alongwith Terrace admeasuring 5.82 Sq. Mtrs. adjoining to the said flat.**
Name of Owner – **[1] MR. SWAPNIL RAMAKANT KAPASE**
**[2] MRS. SHAILA RAMAKANT KAPASE**
**AGREEMENT OF SALE REGI. AT SR. NO. 3845 ON 24/5/2018.**

(2) Family Unit - Apartment/ Flat No. **3**. It is a apartment on the **First floor**, admeasuring **39.69 Mtrs. carpet area and usable area of Balcony + Cupboard admeasuring 7.20 Sq. Mtrs.**
Name of Owner – **Grantor No. 1. MR. NANDKUMAR PANDURANG CHAVAN.**
**Grantor No. 2. MR. KRISHNA PANDURANG CHAVAN**
**Grantor No. 3. MRS. SHAILA DIGAMBAR KADAM**
**Grantor No. 4. MRS. LEELA MANOHAR PATEKAR**

(4) Family Unit - Apartment/ Flat No. **4**. It is a apartment on the **First floor**, admeasuring **38.29 Mtrs. carpet area and usable area of Balcony + Cupboard admeasuring 14.11 Sq. Mtrs.**
Name of Owner – **[1] MR. GANESH DAMU NISAL**
**[2] MRS. RUPALI GANESH NISAL**
**AGREEMENT OF SALE REGI. AT SR. NO. 197 ON 9/1/2019.**

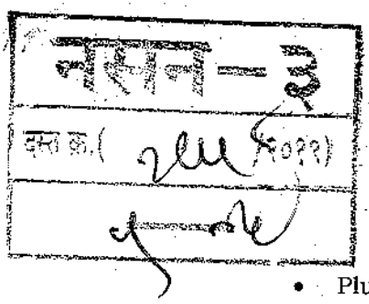
**COMMON AREAS AND FACILITIES**

(a) All that piece and parcel of the land as described in the schedule written hereunder.

(b) That there are in all 12 units out of which 4 are for residential purpose and 8 for commercial use.

(C) Following facilities are located throughout the building:

- Underground water tank located in the side margin and overhead water tank located on the roof of the building.





- Plumbing network throughout the building.
- Sanitary network throughout the building and septic tank located in the side margin.
- Electric wiring network throughout the building.
- Necessary electrical lighting network and common water connection throughout the building.
- Motor with pump set and in General all apparatus and installations existing for common use.
- Common meter for common electric consumption.
- Staircase and Passage
- That all the flat owners shall maintain the building and common amenities at their own costs and expenses for which they shall collect the maintenance amount from each flat owner.
- Compound wall with M. S. gate.
- Common Toilet provided for shop owners in the parking area
- Common Parking for the flat owners.

**RESTRICTED AREAS:**

* No outsider or visitor shall be entitled to park his vehicle within the compound of the building.

* That the respective shop owners shall park their vehicle infront of the shops. No shop owners or outsider park their vehicle in building parking area.

* If any of the member shall give his premises on leave and license, he shall inform about the same to the Chairman / Committee member of the Apartment regarding his intention of leave and license and shall pay additional maintenance charges as may be decided by the apartment at that time.

* That flat owners shall collect the required amount of maintenance and deposit the same in bank and shall maintain the building, lift and surrounding from the said collected amount.

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

| APARTMENT | VOTING AND OWNERSHIP PERCENTAGE |
|---|---|
| **SHOPS** | |
| **SHOP NO. 1** | 3.62% |
| **SHOP NO. 2** | 3.30% |
| **SHOP NO. 3** | 3.30% |
| **SHOP NO. 4** | 5.09% |
| **SHOP NO. 5** | 3.92% |
| **SHOP NO. 6** | 3.72% |
| **SHOP NO. 7** | 3.72% |

नमुना - ३
दस्त क्र.( २८५/२०११)




| | |
|---|---|
| **SHOP NO. 8** | 3.92% |
| **FLATS** | |
| **FLAT NO. 1** | 16.48% |
| **FLAT NO. 2** | 17.11% |
| **FLAT NO. 3** | 16.92% |
| **FLAT NO. 4** | 18.90% |
| | **100%** |

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

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

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

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

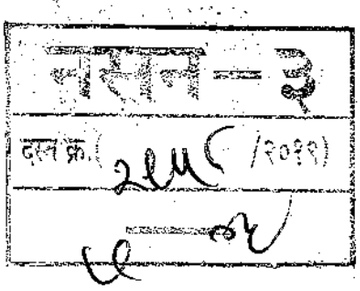
**NINTH:** That so long as the Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto and the Grantor covenants to take no action which will adversely affect the rights of the Association of Apartment Owners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

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

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

**TWELTH:** That the undivided interest in the restricted common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

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






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

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

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

**SEVENTEENTH**: That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this declaration and that the mere acquisition or rental of any of the family unit of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this declaration are accepted and ratified. The respective family unit shall not be rented or given on leave and license or care taker basis by the app. owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the family unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations, the app. owners of the respective family unit shall have the absolute right, to lease such unit or give it and leave and license or care taker basis provided that said lease or leave and license or care taker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the bye laws in Exhibit B attached hereto.

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

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

**TWENTEETH:** That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable for all unpaid assessments by the association of apartment owners against the respective share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee thereof. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the association,

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as the case may be setting forth the account of the unpaid assessments against the grantor due to the association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a charge for, any unpaid assessment made by the association of apartment owners against the grantor in excess of the amount therein, set forth.

**TWENTY FIRST:** The amendment to this Declaration will be effected after passing a resolution to that effect in the meeting of all the Apartment. Owners and for such resolution the consent of each apartment owner for the same will be necessary and in pursuance of the resolution passed the Board of Managers will be entitled to effect such amendment to the declaration provided such amendment is registered.

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

**SCHEDULE OF THE PROPERTY**

All that piece and parcel of property bearing **S. No. 76/9 bearing Plot No. 1 admeasuring 533.51 Sq. Mtrs.** Situated at Village **Bhagur**, within the Deolali Cantonment Board within registration District of Nashik and sub Registration Taluka Nashik bounded as follows:

| | | |
|---|---|---|
| East | : | By Plot No. 9 |
| West | : | By Bhagur Pandhurli Road |
| South | : | By Plot No. 2 |
| North | : | By Bhagur Donwade Road |

Together with all the rights apurtenant thereto.

**IN WITHNESS WHEROF THE GRANTORS HAVE SIGNED ON THIS DAY DATE AND YEAR FIRST MENTIONED ABOVE.**

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED
**[1] MR. NANDKUMAR PANDURANG CHAVAN**
**[2] MR. KRISHNA PANDURANG CHAVAN**
**[3] MRS. SHAILA DIGAMBAR KADAM**
**[4] MRS. LEELA MANOHAR PATEKAR**
**[5] M/s. SHAH BUILDERS AND DEVELOPERS through its PARTNER**
**MR. ATISH MAHENDRA SHAH**
**No. 5 for self and G.P.A. Holder of No. 1 to 4.**
**(GRANTOR/S)**





**WITNESSES:**

1. ----------

2. ----------

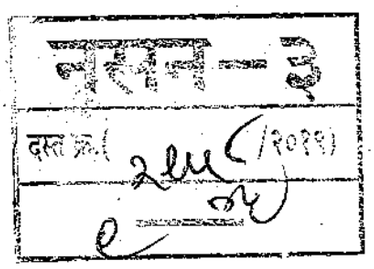


**EXHIBIT "B"**

**BYE LAWS OF SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM**

**CHAPTER I**

1) **SHORT TITLE & APPLICATION**

These bye-laws may be called "the Bye-laws of the **SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM**. The provisions of these bye laws apply to the **SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM.**

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

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

2) **DEFINITIONS:**

1) In these bye laws, unless the context requires otherwise.
a) "Act" means the Maharashtra Apartment Ownership Act, 1970.
b) "Association" means the association of all the Apartments Owners Constituted by such owners for the purpose of **SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM.**
c) "Board" means a Board of Managers consisting of 3 persons all of whom shall be owners of Apartment in the **SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM.**
d) "Building" means the building located on bearing **S. No. 76/9 bearing Plot No. 1 admeasuring 533.51 Sq. Mtrs.** Situated at Village **Bhagur,** and known as the **SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM** and includes the land forming part thereof.
e) "Declaration" means the declaration which the sole owners of the building or all the owners of the building have execute registered as provided in the section 2.
g) "Owner " or "Apartment Owner" means the person owning apartment in the **SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM.**
h) "Section" means a section of the Act.
I) "unit" means a family unit in the **SHAH'S KAMAL SANKUL APARTMENT**
**CONDOMINIUM.**
j) "Registrar" means the Registrar of the co-op. Societies.

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

3) **APARTMENT OWNERSHIP:**

The Building located on the bearing **S. No. 76/9 bearing Plot No. 1 admeasuring 533.51 Sq. Mtrs.** Situated at Village **Bhagur,** known as the **SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM** is submitted to the provisions of the Act.

4) **OBJECT OF ASSOCIATION:**

1) The objects of the association shall be :

a) To be and act as the association of the Apartment Owners of the building called **SHAH'S KAMAL SANKUL APARTMENT,** at bearing **S. No.**

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**76/9 bearing Plot No. 1 admeasuring 533.51 Sq. Mtrs.** Situated at Village **Bhagur** (Hereinafter called the "Said Building") who have filed their respective Declarations submitting their apartments to the provisions of the Act.

b) To invest or deposit moneys:

c) To provide for the maintenance, repair & replacement of the common areas & facilities by contributions from the apartment owners, and if necessary, by raising loans for that purpose :

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

e) To provide for all & do all & any of the matters provided in the Sub Section (2) of Section 16 :

f) To advance, with the consent of the Apartment owners, any short term loans to any apartment owners in case of emergent necessity & to provide for the repayment thereof in lump-sum or in instalments:

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

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

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

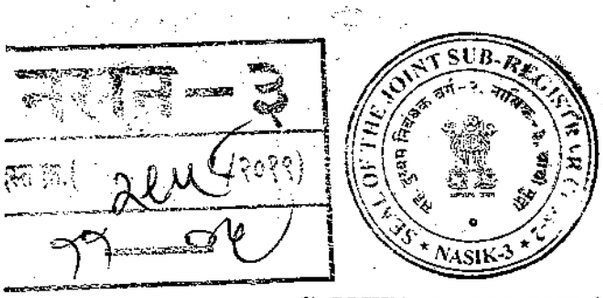
2) The association shall not act beyond the scope of its objects without duly amending the provisions of these bye laws for the purpose.

5) **MEMBERS OF THE ASSOCIATION:**

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

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

3) On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representatives of his estate, in case he has not made any specific bequest {of the apartment,} The name of the legatee or the names of the legal representatives jointly shall be entered same, in the register of apartment owners maintained by the Secretary for the purpose of Administration of the **SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM** as apartment owner or joint apartment owners. Where any legate 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 vote.

7) **HOLDING OF ONE SHARE COMPULSORY :**

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

8) **DISQUALIFICATIONS:**

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

## CHAPTER - II
## VOTING QUORUM AND PROXIES

9) **VOTING :**

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

10) **QUORUM :**

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

11) **VOTES TO BE IN PERSON:**

Votes shall be cast in person.

## CHAPTER - III
## ADMINISTRATION

12) **POWERS & DUTIES OF THE ASSOCIATION :**

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

13) **PLACE OF MEETINGS :**

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

14) **ANNUAL MEETINGS :**

The first annual meeting of the association shall be held within a period of two months from the date of registration of the declaration. Thereafter the annual meeting of the association shall be held on the 1st day of May of each succeeding year. At such meetings there shall be

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elected by ballot of the apartment owners a Board of Managers in accordance with the requirements of bye-laws 23. The owners may also transact such other business of the Association as may properly cone before them.

15) **SPECIAL MEETINGS :**

It shall be the duty of the President to call a special meeting of the Apartment Owners as directed by the resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Housing Commissioner, or as the case may be, the Registrar or any Officer duly authorised by him in his behalf. The notice of any special meeting shall state the time and place of such meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths of the owners present in person.

16) **NOTICE OF MEETING :**

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

17) **ADJOURNED MEETINGS :**

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

18) **ORDER OF BUSINESS:**

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

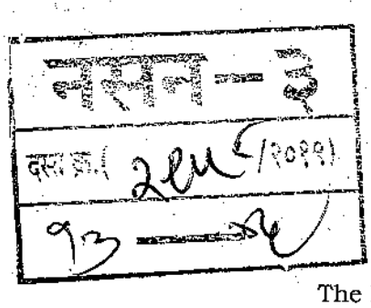
a) Roll call
b) Proof of notice of meeting or waiver of notice
c) Reading of minutes of preceding meeting.
d) Report of Committees.
e) Report of the Housing Commissioner or the Registrar or of the Officer duly authorised by them if present.
f) Report of Committees .
g) Election of Board of Managers.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

## CHAPTER IV
## BOARD OF MANAGERS

19) **MANAGEMENT OF ASSOCIATION:**

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

20) **POWERS AND DUTIES OF BOARD :**





The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the association and may do all such acts and things as are not bye law or these bye laws directed to be exercised & done by the owners.

21) **OTHER DUTIES :**

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

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

22) **MANAGER :**

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

23 ) **ELECTION & TERM OF OFFICE :**

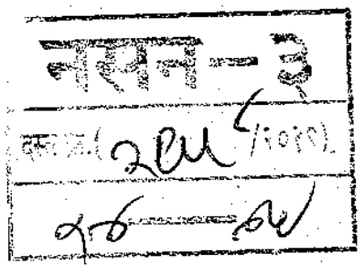
At the first annual meeting of the association the tern of the office of two Mangers shall be fixed for three years. The term of office of two Mangers shall be fixed at one year. At the expiration of the initial term of office of each respective Manager. A Successor shall be elected to serve a term of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

24) **VACANCIES :**

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

25) **REMOVAL OF MANAGERS :**

At any regular or special meeting duly called any one or more of the managers may be removed with or without caused by a majority of the






apartment owners and a successor may then and there to fill the vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26) **REGULAR MEETINGS :**

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

27) **SPECIAL MEETINGS :**

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

28) **WAIVER OF NOTICE :**

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

29) **QUORUM :**

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

30) **FIDELITY BONDS :**

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

## CHAPTER V
## OFFICERS

31) **DESIGNATION :**

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

32) **ELECTION OF OFFICERS :**

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

33) **REMOVAL OF OFFICERS :**

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

34) **PRESIDENT :**

The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to the power to appoint committees from among owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the association.

35) **VICE PRESIDENT :**

The vice-president shall take the place of the president and perform his duties whenever the President shall be absent or unable to act. If neither the President not the Vice President is able to act, the board shall appoint some other member of the Board so to act on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by Board.

36) **SECRETARY :**

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

38) **TREASURER :**

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

## CHAPTER VI
## OBLIGATIONS OF THE APARTMENT OWNERS

39) **ASSESSMENTS :**

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

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40) **MAINTENANCE AND REPAIR :**

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

2) All the repair of the internal installation of the unit such as water, light, gas, power, sewage, telephones, air-conditioners, sanitary, installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.

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

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

1) All units (except units on the Ground floor, shop premises ) shall be utilised for residential purposes only)

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

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

An owner shall not place or cause to be placed or cause to be placed in the lobbies vestibules, stairways, elevators and other areas of **SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM** and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind such areas shall be used for no other purpose than for formal transit through them.

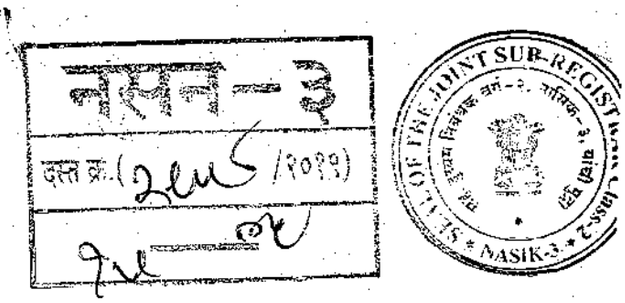
43) **RIGHT OF ENTRY :**

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

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

44) **RULES OF CONDUCT :**

1) No resident of the **SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM** shall post any advertisement or posters of any kind in or on the building except as authorised by the association.



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

3) It is prohibited to hang garments, rugs, etc. from the windows balconies or from any of the faces of the **SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM.**

4) It is prohibited to dust rugs, etc. by beating on the exterior part of the said condominium.

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

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

## CHAPTER - VII
## FUNDS AND THEIR INVESTMENTS

45) **FUNDS :**

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

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

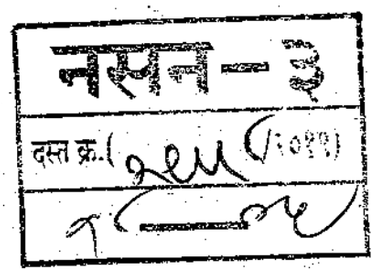
46) **INVESTMENT;**

The association may invest or deposit its funds in one or more of the following :

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

47) **AFFILIATION :**

Should there be any Federation of Apartment Owners in the locality in which the **SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM** is situate, the association may, after consulting the competent authority, become a member thereof and pay the sums from time to time payable to such federation under the rules thereof.







48) **ACCOUNTS :**

1) A banking account shall be opened by the association into which all moneys received on behalf of the association shall be paid, provided that the Secretary, may retain in his personal custody an amount not exceeding RS. 100/- for petty expenses. All payment above RS. 100/- shall be made by Cheque by the secretary and one member of the board.

2) Each apartment owner shall have a pass book in which the secretary shall enter amount paid to be or received for his share in receipts of profits from common areas and contributions towards common expenses and his share of assessment and other dues, if any, in respect of his apartments.

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

a) The profit and loss account :
b) The receipts and expenditure of the previous financial years and,
c) A summary of the property and assets and liabilities of the common areas and facilities of the association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at :

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

5) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement in a similar list of loans. The financial statement shall state up to what date profits and expenses of common areas are included.

49) **PUBLICATION OF ACCOUNTS AND REPORTS:**

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

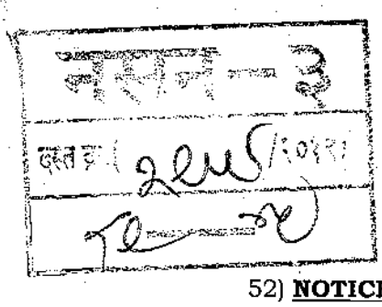
50) **APPOINTMENT OF AUDITOR:**

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

51) **POWER OF AUDITOR :**

The auditor shall be entitled to call for examine any papers or documents belonging to the association relating to the common areas and facilities (including limited common areas and facilities ) and common expenses and shall make especial report to the association upon any matter connected with the accounts which appears to him to require notice.

## CHAPTER - VIII
## MORTGAGES



52) **NOTICE TO ASSOCIATION :**

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

53) **NOTICE TO UNPAID ASSESSMENTS:**

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

## CHAPTER IX
## COMPLIANCE

54) **COMPLIANCE:**

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

55) **SEAL OF THE ASSOCIATION:**

The association shall have a common seal which shall be in the custody of the secretary and shall be used only under the authority of 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 and the secretary or any other person authorised by the association in that behalf.

## CHAPTER X
## AMENDMENT TO PLAN OF APARTMENT OWNERSHIP

56) **AMENDMENT OF BYE LAWS:**

These bye laws may be amended by the association in a duly consisted meeting for such purpose and no amendment shall tale effect unless approved by owners representing at least 75 percent of the total value of all units in the **SHAH'S KAMAL SANKUL APARTMENT CONDOMINIUM** as shown in the Declaration.

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नमुना-३

दु.क्र.( 2115 /२०१९)

OFFICE OF THE JOINT SUB-REGISTRAR CLASS-2 * NASIK-3 *

# घोषणापत्र/शपथपत्र

मी/आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक महाराष्ट्र राज्य, पुणे यांचे दि. १०/१२/२०१२ रोजीचे परीपत्रकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत हि फसवणुकीद्वारे अथवा दुबार विक्री होत नाही त्याबाबत याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहुन देणार/कुलमुखत्यारधारक हे खरे असुन आम्ही स्वत: खात्री करुन घेतलेली आहे.

सदर नोंदणीचा दस्तऐवज निष्पादीत करतांना नोंदणी प्रकीयेनुसार आमच्या जबाबदारीने मी/आम्ही दस्तातील मिळकतीचे मालक/वारस हक्कदार/कब्जेदार/हितसंबंधीत व्यक्ती यांची मालकी (**Title**) तसेच मिळकतीचे मालकाने नेमुन दिलेल्या कुलमुखत्यारपत्र धारक (**Power Of Attorney Holder**) लिहुन देणार हे हयात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तीत्वात आहे व आजपावेतो रद्द झालेले नाही याची मी/आम्ही खात्री देत आहोत. तसेच सदरची मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्ज,बँक बोजे, विकसन बोजे, शासन बोजे व कुलमुखत्यारधारकांनी केलेल्या व्यवहाराच्या अधीन राहुन आमचा आर्थिक व्यवहार पुर्ण करुन साक्षीदार समक्ष निष्पादीत केलेला आहे.

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेस दाखल केलेला आहे. दस्तातील संपुर्ण मजकुर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकुम, कोर्ट दावा या बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपुर्णपणे जबाबदार राहतील.

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

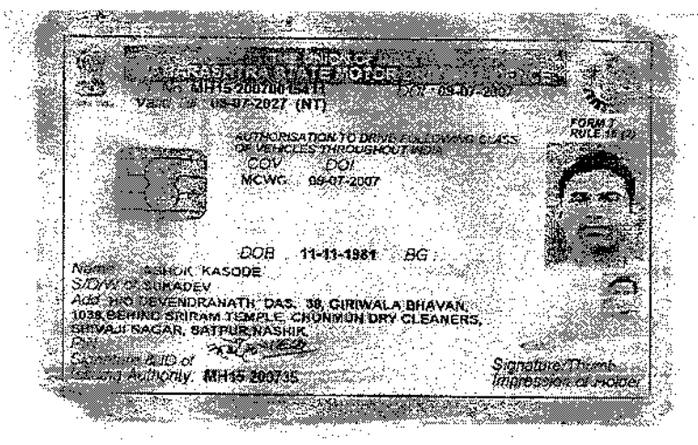
नोंदणी नियम १९६१ चे नियम ४४ व वेळोवेळी मा. न्यायालयाने/मा. उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक/कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजाची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही, याची आम्हास पुर्णपणे जाणीव आहे.

स्थावर मिळकर्तीविषयी सध्या होत असलेली फसवणुक/बनावटीकरण/संगनमत व त्या अनुषंगाने पोलिस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नयेत म्हणुन आम्ही दक्षता घेतलेली आहे. नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी/आम्ही नोंदविण्यात आलेल्या व्यवहारास कायद्यानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी लावली/बुडविली गेली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उद्भवल्यास त्यास मी/आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार राहणार आहोत याची आम्हाला पुर्ण कल्पना आहे.

त्यामुळे मी/आम्ही नोंदणी प्रकीयेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात सदर प्रकरणी कायद्यानुसार कोणताही गुन्हा घडल्यास मी/आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहीता १८६० मधील तरतुदींनुसार ७ वर्षांच्या शिक्षेस पात्र राहणार आहोत याची मला/आम्हाला पुर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र/शपथपत्र दस्ताचा भाग म्हणुन जोडत आहोत.

लिहुन देणार...

लिहुन घेणार...



नाशिक-३
दस्त क्र. 2114 /२०१९
27-5-19

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

# घोषणापत्र

आम्ही श्री. सुनिल उत्तम कांबळे,
धंदा शेती व व्यापार, रा. नासिक या व्दारे घोषीत करतो की, दुय्यम निंबधक नासिक ३ यांचे कार्यालयात घोषणापत्र या शिर्षकाचा दस्त नोदंणीसाठी सादर करण्यात आला आहे. श्री. सुनिल महेंद्र शिंदे .. यांनी दिनांक 27/5/19 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी सदर दस्त नोंदणीस हजर केला आहे. निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहुन देणार यांनी सदर कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहुन देणार व्यक्तीपैकी कोणीही मयत झालेले नाही. किंवा अन्य कोणत्याही कारणांने कुलमुखत्यारपत्र रददबादल ठरलेले नाही. सदरील कुलमुखत्यारपत्र पुर्णता वैध असुन उपरोक्त कृती करण्यास मी पुर्णता सक्षम आहे. सदरचे कथन चुकीचे आढळुन आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहील यांची मला जाणीव आहे.

दिनांक २/५/२०१९
नावे व सही

कुलमुखत्यारपत्रधारकाची



म. ना. २४ म.
R. V. 24 m.

# गाव नमुना सात (अधिकार अभिलेख पत्रक)

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

## गाव आगर तालुका नाशिक, जि.नाशिक.

| भूमापन क्र. सर्व्हे नंबर | भूमापन क्रमांकाचा उपविभाग | भूधारणा पध्दती |
|---|---|---|
| ७६ | ९ | खो. तारी |

शेताचे स्थानिक नाव: ओ. नं. १

**भोगवटादाराचे नाव**

७०३१ ७०१५ ८४०१ १२२७३

नंदकुमार पांडुरंग चव्हाण
कल्पना पांडुरंग चव्हाण
शैला दिगंबर कडम
लिला मनोहर पाटेकर

खाते क्रमांक २११

कुळाचे नाव — खंड

रु. पै.

**इतर अधिकार** जुनीशर्त ७०२५

मे. शाह प्रिफर्स्ट झेण्ड उच्चस्तरीय मार्गदर्शी सं. कि. मार्गदार अमिश मेहेर शाह यांचे नावाचा विक्रय करारनामा रु. ६१२८०००/-

४३७९

| लागवडीयोग्य क्षेत्र (७०५६) | हेक्टर चौरस | आर मिटर |
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| ..... | ५३३ | ५१ |
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| एकूण .. | ५३३ | ५१ |
| पोटखराब (लागवडीयोग्य नसलेले)- | | |
| वर्ग (अ) .. | | |
| वर्ग (ब) .. | | |
| एकूण .. | ५३३ | ५१ |
| | रुपये | पैसे |
| आकारणी किंवा जुडी .. | ०० | १८ |
| विशेष आकारणी .. | | |
| एकूण .. | ०० | १८ |

नाशिक-३
दस्त क्र. १ २८५ /२०१९
२२-०४

SEAL OF THE JOINT SUB-REGISTR... NASIK-3

सीमा आणि भूमापन चिन्हे

## गाव नमुना बारा (पिकांची नोंदवही)

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

गा.नं.क्र. ७ अ

| वर्ष | जमीन करणाराचे नाव | रीत | हंगाम | पिकाखालील क्षेत्रांचा तपशील: मिश्र पिकाखालील क्षेत्र: मिश्रणाचा संकेत क्रमांक | मिश्र पिकाखालील क्षेत्र: जल सिंचित | मिश्र पिकाखालील क्षेत्र: अजल सिंचित | मिश्र पिकाखालील क्षेत्र: घटक पिके व प्रत्येका खालील क्षेत्र: पिकाचे नाव | मिश्र पिकाखालील क्षेत्र: घटक पिके व प्रत्येका खालील क्षेत्र: जल सिंचित | मिश्र पिकाखालील क्षेत्र: घटक पिके व प्रत्येका खालील क्षेत्र: अजल सिंचित | निर्भेळ पिकाखालील क्षेत्र: पिकाचे नाव | निर्भेळ पिकाखालील क्षेत्र: जल सिंचित | निर्भेळ पिकाखालील क्षेत्र: अजल सिंचित | लागवडीसाठी उपलब्ध नसलेली जमीन: स्वरूप | लागवडीसाठी उपलब्ध नसलेली जमीन: क्षेत्र | जल सिंचनाचे साधन | शेरा |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| १ | २ | ३ | ४ | ५ | ६ | ७ | ८ | ९ | १० | ११ | १२ | १३ | १४ | १५ | १६ | १७ |
| | | | | | हे. आ. | हे. आ. | | हे. आ. | हे. आ. | | हे. आ. | हे. आ. | | हे. आ. | | |
| ७९० | (अ) | | | | | | खोटकडे | | | | | | | | | |
| ७९० ७९१ | (ब) | | | | | | खोटकडे | | | | | | | | | |
| ७९१ ७९२ ७९३ | (क) | | | | | | खोटकडे | | | | | | | | | |