



महाराष्ट्र MAHARASHTRA

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SS 776936

21 FEB 2018

ATO

1-7 MAR 2018

विशेष न्यायालय न्यायालय कोर्ट क्र. 243324/18 दि.

रहस्य घेणाराचे नांव. 21/02/2018 11:14:22 AM नाविक

हस्ता. 11/02/2018 11:14:22 AM

सही. 11/02/2018 11:14:22 AM

दिनांक 11/02/2018
को. 243324/18
न्यायालय न्यायालय

नस्यन-१
दस्तक्र. 9883 17096
9 - 39



II Om Gurudev II

DECLARATION OF APARTMENT

"SHREE RAJ VIHAR APARTMENT"

This Deed of Declaration is made on this 07th day of March in the Christian year Two Thousand Eighteen.

2018/03/07 is as per the said approved building plan and construction, jointly commence the construction of the Commercial and Residential building on the said plot property.

104/1963

पावती

Original/Duplicate

Thursday, March 08, 2018

नोंदणी क्र.: 39M

11:45 AM

Regn.: 39M

पावती क्र.: 3690 दिनांक: 08/03/2018

गावाचे नाव: मखमलाबाद

दस्तऐवजाचा अनुक्रमांक: नसत-1-1963-2018

दस्तऐवजाचा प्रकार: घोषणापत्र

चादर करणाऱ्याचे नाव: 1. श्री. राहुल भास्करराव ठाकरे

नोंदणी फी

रु. 100.00

दस्त. हाताळणी फी

रु. 620.00.

प्रधानी सख्या: 31

एकूण:

रु. 720.00

आपणास मूळ दस्त. शुद्धीत मिद सुची-२ अंदाजे

11:45 AM ह्या वेळेस मिळेल.

Sub Registrar Nashik1

बाजार मूल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 100/-

सह. मुख्य निबंधा-२
नाशिक-१.

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

2) देयकाचा प्रकार: By Cash रक्कम: रु 620/-

Bhake

Received Original Document

Date :- 8 MAR 2018

जोडपत्र - २:

हस्ताक्षर प्रकार/अनुसूचित क्रमांक: १३-महाराष्ट्र

दस्तावेजाची कळणार आहेत का ?:-

बोर्दणी देणार असल्याचा दुरधन निबंधक कार्यालयाचे नाव :-

विशेषीय करण :-

मोहराचा प्रकार :-

मुद्रांक विकत देणाऱ्याचे नाव: शत्रुघ्न मारकर १९ अकरे

दस्तावेजाचा प्रकारचे नाव

हस्त लेखनाच्या तपासने नमुद व प्रत्येक: १००/- मिलेन चरकाव

मुद्रांक शुल्क रक्कम: १००/-

मुद्रांक विक्री नोंद वही अनुक्रमीक दिनांक: ०१/०१/१९

मुद्रांक विक्रीचे वेळापत्रक सही:

दि. ०१/०१/१९ १९८८

मल्टीपर्पज को-ऑप. सोसायटी लि. नाशिक.

पं.नं. एम.एस.के./जी.एन.एल./११२/१९८८ को-ऑप. सोसायटी

मुद्रांक विक्रीचा वेळ

नसना-१	
१९८८	१९८८
२	३९



दि. नाशिक डिस्ट्रीक्ट अँड होकेटर्स मल्टीपर्पज को-ऑप. सोसायटी लि., जिल्हा न्यायालय आवार, नाशिक		पावली क्र. १५८१
परवाना क्रमांक: आस्था/जनरल/ए.नं.एम.एस.के./जी.एन.एल./८९/२९/२९ अ.दि. १०/१९८९		दि. ०१/०१/१९८८
श्री./श्रीमती.	<u>शत्रुघ्न मारकर १९ अकरे</u>	
हस्त	<u>महजार</u>	

वांच्यासाठी रुपये १००/- (अक्षरी रुपये शत्रुघ्न)
 मात्र) खाली नमुद केलेल्या मुद्रांक खरेदीसाठी रोख मिळाले.

मु.वि.सं.जि.अ.क्र.	मुद्रांकाचा तपशिल	संख्या	किंमत रुपये
<u>१९८८/१३</u>	५०० X	<u>१</u>	<u>१००८</u>
	१०० X		
	५० X		
	२० X		
	एकुण		<u>१००८</u>

(मुद्रांक विक्रीचे वेळापत्रकाची सही)

(मुद्रांक विक्रीचा सही)

मुद्रांक पेपर अल्ट्रा हायलेट लॅम्प खाली तपासले व एस.एम.एस./संबंधित मुद्रांक विक्रीच्या दुरध्वनी/भ्रमशास्त्राची वरून/संपर्क साधून तपासले असता फेळ बरोबर आढळून आला.

सह. दुरध्वनी निबंधक वर्ग-२
 नाशिक-९

नसम-१	
क्र.सं.	१०६३ / २०१६
३	१७



1. Mr. RAHUL BHASKARRAO THAKARE

Age : 35, Occ.: Business,

R/o : Flat No. 6, Vasant Vihar Apartment, Pipe Line Road, Satpur, Nashik.

Pan No. : AIKPT 7367 G

2. Mr. AJAY ABAJI CHAVAN

Age : 46, Occ.: Business,

R/o : Flat No. 13, Nirman Vihar, Vise Mala, College Road, Nashik.

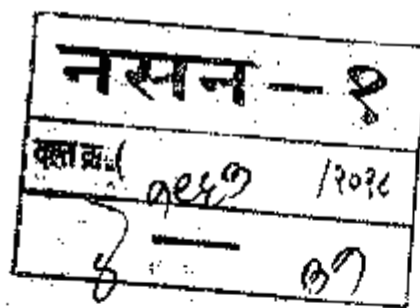
Pan No. : ADKPC 7553 K

Hereinafter referred to as the "**THE GRANTOR / VENDOR**" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, Executors, Administrators, assigns, etc.)

FIRST :- AND WHEREAS the GRANTOR, hereinafter referred to as the joint land owners and they are the absolute & exclusive joint owners. Also they are well & sufficiently entitled to all that piece & parcel of the vacant land situated at Village Makhamalabad, more particularly described in the first schedule written hereunder and thereafter referred to as the SAID PROPERTY.

SECOND :- AND WHEREAS the said GRANTOR'S decided to purchase plot property jointly therefore GRANTOR'S purchased the Plot No. 104 jointly from Mrs. Dipali @ Anushree Aashish Desai, Mr. Vaibhav Martand Kshirsagar and Mr. Rajendra Martand Khirsagar by way of Sale Deed, the said Sale Deed is duly executed and registered at the Office of Sub - Registrar Class II, Nashik : I, vide Sr. No. 10424/2012 dated 01/12/2012. GRANTOR'S paid total consideration amount of the said Plot by equal contribution to Mrs. Dipali @ Anushree Aashish Desai and others. By Virtue of the said Sale Deed the name of both GRANTOR'S entered into the record of rights of column as a joint owners of the said Plot Property. Accordingly GRANTOR'S decided to develop the said plot property jointly. GRANTOR'S has absolute right to develop the said property by constructing a building thereon therefore GRANTOR'S Purchased Additional "D" Zone T.D.R. of area 130.00 sq. mtr. from Mr. Kiran Sitaram Chavan. The Said document was duly executed and registered at the Office of Sub - Registrar Class II, Nashik : 05, vide Sr. No. 12668/2013, dated 14/11/2013. GRANTOR'S paid total consideration amount of the said TDR by equal contribution to Mr. Kiran Sitaram Chavan. The both GRANTOR'S jointly commence to construct the commercial and residential building on the said plot property. For that purpose both the GRANTOR'S have to bear all expenses of construction. Therefore both GRANTOR'S / VENDOR'S bear the all expenses of constructions separately. Accordingly both GRANTOR'S / VENDOR'S have taken their shares in constructed premises. Both GRANTOR / VENDOR are entitled to sale their shares in the constructed premises separately to the prospective purchaser at the price and the terms and conditions as the individual GRANTOR / VENDOR may deem fit.

THIRD :- The GRANTOR has jointly commence to construct Building known as SHREE RAJ VIHAR APARTMENT (hereinafter referred to as the said building) on the said plot property as per the building plan annexed to this indenture, which is duly approved by the Nashik Municipal Corporation under Commencement Certificate No. LND / BP / Panch/ C-2 / 490 / 2527, dated 20/10/2014 & as per the said approved building plan the Grantor has jointly commence the construction of the Commercial and Residential building on the said plot property.



FOURTH :- Grantor has constructed a building known as SHREE RAJ VIHAR APARTMENT condominium of the Plot's possessed by them jointly having Survey No. 417/3A [3B+3C+3D], Plot No. 104 admeasuring area 320.00 sq. mtr. In the above said plot Grantor has constructed a Building for commercial and residence premises. For all constructions F.S.I. allowed is 1:1 by authorities and the additional T.D.R. area of 135.00 Sq. Mtr. purchased by the Grantor. The total Carpet area of the SHREE RAJ VIHAR APARTMENT is 388.96 Sq. Mts. and complete F.S.I. for SHREE RAJ VIHAR APARTMENT condominium is utilised. Where SHREE RAJ VIHAR APARTMENT is built has total ground area 320.00 Sq. Mts.

If in future any additional change in F.S.I. is allowed by rules and regulations all that increased F.S.I. will be the property of the both Grantor jointly and no apartment owner of SHREE RAJ VIHAR APARTMENT can claim over the increased area (F.S.I.) at present the permissible area for construction on the said plot for SHREE RAJ VIHAR APARTMENT has been fully consumed.

No Apartment owners of SHREE RAJ VIHAR APARTMENT Condominium can claim any kind of right, objection trespassing, reservation, on the side marginal space of the building, except the owner of Flat no. 01 (Ground floor), to whom the space on west side marginal space and South West corner of the plot has been allotted as his Garden area adjoin to his flat property. All the remaining open marginal space is available for general parking purpose of the vehicles of all flat owners and for normal transit for them.

FIFTH :- That the said building consists of Parking + Three upper floors, consists of 02 commercial units and 13 residential units are all for commercial and residential purpose which shall be used for commercial and residential purpose only all the floors are all capable of individual utilisation 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 owners obtaining particular and exclusive property right there to and each apartment constituting a heritable and transferable immoveable property within the meaning of any law for the time being in force in the state (Hereinafter refer to as the Family Unit) and also an undivided interest in the General and/ or restricted common areas and facilities all of the above are in accordance with the Maharashtra Apartment Ownership Act 1970.

SIXTH :- That the aforesaid building has a total building area of 388.96 sq. mtrs. Carpet area included Staircase + landing, allotted terrace, family units, and common areas and facilities.

SEVENTH :- That the Condominium shall be known as SHREE RAJ VIHAR APARTMENT CONDOMINIUM and that the commercial unit, family unit and common area and facilities of the building will be as follows....

- | | | |
|-----------------|----|--|
| 1. Ground Floor | :- | Common area for Vehicle parking for all Family unit, One Family unit numbered as 1 and Two Commercial unit numbered as 1 and 2 |
| 2. Family Unit | :- | On the First Floor there is Four Family units numbered as 2,3,4, 5. |
| 3. Family Unit | :- | On the Second Floor there is Four Family units numbered as 6, 7, 7A, 8. |
| 4. Family Unit | :- | On the Third Floor there are Four Family units numbered as 9,10,10A,11. |

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बस्तक. (१०६३)	१२०१६
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The measurements of the Units include all the outside walls and one half of brick partitions excluding bearing walls. The principle structure of this building is RCC type framework, brick walls wooden doors and such other material as per the consent of all the apartment owners.

DESCRIPTION OF EACH COMMERCIAL UNIT IS DESCRIBED AS UNDER:-

1. Commercial Unit:- Shop No. 01 it is a apartment on the Ground Floor, admeasuring 10.45 sq. mtrs. carpet along with absolute and exclusive right to use, utilise toilet and other common facilities adjoining to the said Shop.

Name of owner :- Mr. RAHUL BHASKARRAO THAKARE
Purpose :- Commercial,

2. Commercial Unit:- Shop No. 02 it is a apartment on the Ground floor, admeasuring 13.70 sq. mtrs. carpet along with absolute and exclusive right to use, utilise toilet and other common facilities adjoining to the said Shop.

Name of owner :- Mr. RAHUL BHASKARRAO THAKARE
Purpose :- Commercial,

DESCRIPTION OF EACH FAMILY UNIT IS DESCRIBED AS UNDER:-

1. Family Unit:- Apartment No. 01 it is a apartment on the Ground floor, admeasuring 28.45 sq. mtrs. Carpet along with absolute and exclusive right to use marginal space on west side and South West corner of the plot has been allotted as Garden area adjoin to the said flat property, and enjoy the open space, stair case, terrace, separate parking and other common facilities adjoining to the said flat.

Name of owner :- Mr. AJAY ABAJI CHAVAN
Purpose :- Residential,

2. Family Unit:- Apartment No. 02 it is a apartment on the First floor, admeasuring area 26.36 sq. mtrs. carpet along with absolute and exclusive right to use, utilise and enjoy the open space, stair case, terrace, common parking and other common facilities adjoining to the said flat.

Name of owner :- Mr. AJAY ABAJI CHAVAN
Purpose :- Residential,

3. Family Unit:- Apartment No. 03 it is a apartment on the First floor, admeasuring area 28.55 sq. mtrs. Carpet alongwith absolute and exclusive right to use, utilise and enjoy the open space, stair case, terrace, Common parking and other common facilities adjoining to the said flat.

Name of owner :- Mr. AJAY ABAJI CHAVAN
Purpose :- Residential,

4. Family Unit:- Apartment No. 04 it is a apartment on the First floor, admeasuring area 27.75 sq. mtrs. Carpet alongwith absolute and exclusive right to use, utilise and enjoy the open space, stair case, terrace, Common parking and other common facilities adjoining to the said flat.

Name of owner :- Mr. RAHUL BHASKARRAO THAKARE
Purpose :- Residential,

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5. Family Unit:- Apartment No. 05 it is a apartment on the First floor, admeasuring area 29.46 sq. mtrs. carpet along with absolute and exclusive right to use, utilise and enjoy the open space, stair case, terrace, Common parking and other common facilities adjoining to the said flat.

Name of owner :- Mr. AJAY ABAJI CHAVAN

Purpose :- Residential,

6. Family Unit:- Apartment No. 06 it is a apartment on the Second floor, admeasuring area 26.36 sq. mtrs. carpet along with absolute and exclusive right to use, utilise and enjoy the open space, stair case, terrace, Common parking and other common facilities adjoining to the said flat.

Name of owner :- Mr. AJAY ABAJI CHAVAN

Purpose :- Residential,

7. Family Unit:- Apartment No. 07 it is a apartment on the Second floor, admeasuring area 28.55 sq. mtrs. carpet along with absolute and exclusive right to use, utilise and enjoy the open space, stair case, terrace, Common parking and other common facilities adjoining to the said flat.

Name of owner :- Mr. RAHUL BHASKARRAO THAKARE

Purpose :- Residential,

8. Family Unit:- Apartment No. 7A it is a apartment on the Second floor, admeasuring area 27.75 sq. mtrs. carpet along with absolute and exclusive right to use, utilise and enjoy the open space, stair case, terrace, Common parking and other common facilities adjoining to the said flat.

Name of owner :- Mr. RAHUL BHASKARRAO THAKARE

Purpose :- Residential,

9. Family Unit:- Apartment No. 08 it is a apartment on the Second floor, admeasuring area 29.46 sq. mtrs. carpet along with absolute and exclusive right to use, utilise and enjoy the open space, stair case, terrace, Common parking and other common facilities adjoining to the said flat.

Name of owner :- Mr. RAHUL BHASKARRAO THAKARE

Purpose :- Residential,

10. Family Unit:- Apartment No. 09 it is a apartment on the Third floor, admeasuring area 26.36 sq. mtrs. carpet along with absolute and exclusive right to use, utilise and enjoy the open space, stair case, terrace, Common parking and other common facilities adjoining to the said flat.

Name of owner :- Mr. AJAY ABAJI CHAVAN

Purpose :- Residential,

11. Family Unit:- Apartment No. 10 it is a apartment on the Third floor, admeasuring area 28.55 sq. mtrs. carpet along with absolute and exclusive right to use, utilise and enjoy the open space, stair case, terrace, Common parking and other common facilities adjoining to the said flat.

Name of owner :- Mr. RAHUL BHASKARRAO THAKARE

Purpose :- Residential,

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12. Family Unit:- Apartment No. 10A it is a apartment on the Third floor, admeasuring area 27.75 sq. mtrs. carpet along with absolute and exclusive right to use, utilise and enjoy the open space, stair case, terrace, Common parking and other common facilities adjoining to the said flat.

Name of owner :- Mr. RAHUL BHASKARRAO THAKARE
Purpose :- Residential,

13. Family Unit:- Apartment No. 11 it is a apartment on the Third floor, admeasuring area 29.46 sq. mtrs. carpet along with absolute and exclusive right to use, utilise and enjoy the open space, stair case, terrace, Common parking and other common facilities adjoining to the said flat.

Name of owner :- Mr. AJAY ABAJI CHAVAN
Purpose :- Residential,

3) COMMON AREAS AND FACILITIES :

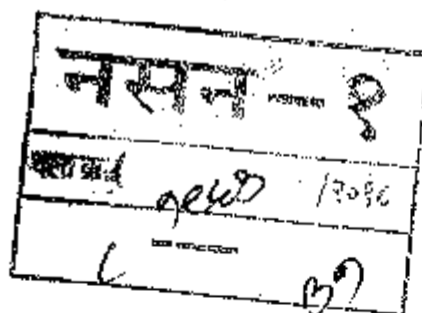
A. Following facilities are located throughout the building.

- I] The staircase and stair case landing referred to in this deed in the building which leads from the ground to the roof of the building.
- II] Underground water tank located in the side margin and overhead water tank located on the roof of the building.
- III] Plumbing network throughout the building Sanitary network throughout the building and septic tank located in the side margin.
- IV] Electric wiring network throughout the building.
- V] Necessary electrical lighting network throughout the building, and common water connection throughout the building.
- VI] The foundation and main walls, columns, beams, roof, terrace of the building as described in the plan attached here to with common lights.
- VII] Motors with pump sets and in general all apparatus and installations existing for common use.
- VIII] Common meter for common electric consumption
- IX] Compound wall with gates.
- X] Front Side margin of the building for common parking for Flat No. 2 to 11 and common areas and facilities.
- XI] Marginal open space surrounding the building as per the approved building plan and as per the building regulations restricted common areas.
- XII] Borewell & submersible pump.

B. Following Restricted facilities are located in the building.

- I] No Apartment owners of SHREE RAJ VIHAR APARTMENT can claim any kind of right, objection trespassing, reservation on marginal space on West side and South West corner of the plot has been adjacent to Flat No. 01 of the building is allotted for Garden to Flat No. 01. Although if any service line, common water line, chamber etc. exist in the said side margin allotted to Flat no. 01 then said Apartment Owner shall allow the persons as repair the said common facilities.

EIGHTH:- (a) That the right, title and interest of each owner of a commercial unit and family unit in the general common areas and facilities as listed above and their proportionate share in the profits and common expenses in the general common areas and facilities and common expenses in the



proportionate representation for voting purpose in the meeting of the association of apartment owners of SHREE RAJ VIHAR APARTMENT CONDOMINIUM based on the proportionate areas of each family unit of the total area of the all units as follows:-

COMMERCIAL UNIT AND RESIDENTIAL UNIT			
Shop No. And Flat No.	Area in Sq. Mtr. (Carpet)	Percentage	Voting
Shop No. 01	10.45	2.68	0.27
Shop No. 02	13.70	3.52	0.36
Flat No.01	28.45	7.31	0.73
Flat No.02	26.36	6.77	0.67
Flat No.03	28.55	7.34	0.74
Flat No.04	27.75	7.14	0.71
Flat No.05	29.46	7.58	0.76
Flat No.06	26.36	6.77	0.67
Flat No.07	28.55	7.34	0.74
Flat No.7A	27.75	7.14	0.71
Flat No.08	29.46	7.58	0.76
Flat No.09	26.36	6.77	0.67
Flat No.10	28.55	7.34	0.74
Flat No.10A	27.75	7.14	0.71
Flat No.11	29.46	7.58	0.76
Total	388.96	100 %	10 %

(b) The proportionate representation for voting purpose 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.

NINTH :- That the administration of SHREE RAJ VIHAR APARTMENT CONDOMINIUM consisting as aforesaid of the building and parcel of land described. In the schedule and para 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.

TENTH :- That as appear above a plan of Apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act 1970, so that the Commercial Unit, Family units on ground and Three upper floor 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 of the building, each commercial unit and family unit owner having an exclusive and particular right title and interest over his respective unit and in addition the specified undivided interest in the restricted common areas and facilities

ELEVENTH:- That for the purposes of stamp duty and registration fees to be imposed on the registration of this Declaration and Deed of Apartment under Sec.13 (5) of the SHREE RAJ VIHAR APARTMENT condominium is distributed as follows :-

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- a] Piece and Parcel of the land admeasuring 320.00 sq.mtrs. is valued at Rs. 37,15,000/- (Rs. Thirty Seven Lakh Fifteen Thousand only) approximately.
- b] The building described in Para 5 is valued at Rs : 1,29,00,000/- (Rs. One Core Twenty Nine Lakh only) approximately.

TWELTH :- That the general common areas and facilities shall remained undivided and no apartment owner shall bring any action for partition or division thereof.

THIRTEENTH :- 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.

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

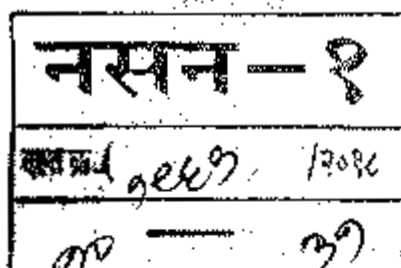
FIFTEENTH :- That each apartment owner shall complier with the provision of this declaration the bye laws decision and resolutions, shall be ground for an action to recover sum due, for damages, for injunctive relief.

SIXTEENTH :- That the dedication of the property plan of apartment ownership hercin shall not be rebooked or the property removed from the plan of apartment ownership of the provisions herein amended unless all of the apartment owners and the mortgages 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.

SEVENTEENTH :- That no apartment owner of a commercial unit and 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 or common areas and facilities or by the abandonment of his commercial unit and family unit.

EIGHTEENTH :- All sums assessed by the association but unpaid for the share of the common expenses chargeable to any commercial unit and family unit shall constitute a charge on such commercial unit or family unit prior to all other charges except only 1) Charge, if any on the commercial unit and family unit for Government or Municipal taxes or both and 2) All sums unpaid on a first mortgage of the Apartment.

NINETEENTH :- That all present and 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 near acquisition or rental of the commercial unit and family unit of the building or the mere at of occupancy of any of the said unit shall signify that the provision of this declaration are accepted and rectified. The respective commercial unit and family unit shall not be given on the caretaker basis by the apartment owners thereof for transit or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days (b) any rental or if the occupants of the commercial unit and family unit are provided customary hotel or boarding of lodging other than the forgoing obligations, the apartment owners of the



respective commercial unit and family unit shall have the absolute right to lease such unit or give it and leave and licenses or caretaker basis provided that the said lease or leave and license or caretaker basis is made subject to the covenants and restrictions contained in this declaration and further subject to the bye law in exhibit "B" attached hereto.

TWENTIEETH :- 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 provided by the Maharashtra Apartment Ownership Act 1970.

TWENTY FIRST :- That where a commercial unit and family unit is sold by a mortgage is exercise of his power of sale under an English mortgage against the owner of such commercial unit and family unit then neither the mortgage nor the purchaser who derives title to the commercial unit and family unit at such sale or his success 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 filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

TWENTY SECOND :- That in a voluntary conveyance of a commercial unit and family unit. The grantee of the unit shall be jointly & 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 amounts 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, as the case may be setting forth the account of the unpaid assessments against the grantor due to the association & 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 owner against the grantor in excess of amount therein, set forth.

TWENTY THIRD :- The amendment to this Declaration will be effected after passing a resolution to that effect in the meeting of all the apartment owners for the same will be necessary & in pursuance of the resolution passed the Board of Managers will be entitled to effect such amendment to the declaration provide such amendment in registered.

TWENTY FOURTH :- The service of the notice & / or summons or any of the correspondence will be made at the address above mentioned of the persons concerned and / or the addresses subsequently informed by the apartment owners to the Board of Managers in writing.

**-: SCHEDULE OF THE PROPERTY UPON WHICH " SHREE RAJ
VIHAR APARTMENT " IS CONSTRUCTED:-**

All that piece and parcel of land bearing Survey No. 417/3A out of this Final lay-out Sanctioned bearing Plot No. 104 admeasuring area 320.00 Sq. mtr., Situated at Village Makhamalabad, Taluka and District Nashik within registration and Sub Registration District of Nashik within Nashik Municipal Corporation, Jointly Bounded as follows :

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East
West
North
South

By Open Space १२ ३९
By Plot No. 103
By 12.00 Mtr. Colony Road
By Plot No. 105

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED
HEREUNTO THIS DAY AND YEAR FIRST MENTIONED ABOVE.

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED VENDOR
1. Mr. RAHUL BHASKARRAO
THAKARE

)
)
) Bhaskar
)



2. Mr. AJAY ABAJI CHAVAN
GRANTOR/VENDOR

)
) Ajay
)



: WITNESS:

1. cel
(A. S. Heikwar)

2. P. S. Dorega
(श्री जं दरे)

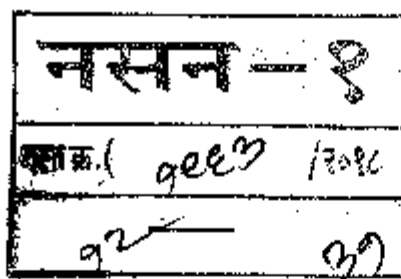


EXHIBIT "B" :-
BYE-LAWS OF SHREE RAJ VIHAR APARTMENT
CHAPTER -1 :-

1) These bye-laws may be called the BYE-LAWS OF SHREE RAJ VIHAR APARTMENT.

2) The provision on these bye-laws apply to the SHREE RAJ VIHAR APARTMENT

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

The mere acquisition or rental or taking or license of any of the commercial unit and family units (here- in after referred to as * UNITS * of the building or mere act of occupancy of any the said units will ratified and will be complied with.

3) DEFINITIONS:-

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

- (a) Act :- Act means the Maharashtra Apartment ownership Act, 1970 .
- (b) ASSOCIATION :- means the Association of all the Apartment Owners constituted by such owners for the purpose of the SHREE RAJ VIHAR APARTMENT
- (c) BOARD :- means as Board of Managers consisting of 5 (five) persons, all of whom shall be owners of apartment in the SHREE RAJ VIHAR APARTMENT.
- (d) BUILDING :- means as Building located in Survey No. 417/3A out of this Plot No. 104 area 320.00 Sq. mtr. situated at village Makhamalabad, Taluka & District Nashik and known as SHREE RAJ VIHAR APARTMENT and includes the land farming part thereof.
- (e) DECLARATION : means the Declaration with the sole owner of the building or all the owners of the buildings have executed and registered as provided in Section - 3.
- (f) MAJORITY OF OWNERS :- means those owners holding 51% of the votes in accordance with the percentage assigned in the declaration.
- (g) OWNER OF APARTMENT OWNER :- means the person owing an apartment in the SHREE RAJ VIHAR APARTMENT.
- (h) SECTION :- means a Section of the Act.
- (i) UNIT :- means a family unit in the SHREE RAJ VIHAR APARTMENT
- (j) REGISTRAR: means the Registrar of Co-operative Societies.
- (k) Words and expression used in these Bye-laws but not defined their meanings shall have the meaning respectively assigned to them in the ACT.

4) APARTMENT OWNERSHIP :-

The Building located at Rear Section (part) of Survey No. 417/3A out of this Plot No. 104 area 320.00 Sq. mtr. situated at village Nashik, Taluka & District Nashik and known as SHREE RAJ VIHAR APARTMENT Is submitted to the provisions of the Act

5) OBJECTS OF ASSOCIATION :-

- 1) The objects of the Association shall be :-

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- a) To be and to act as the Association of Apartment owners of the building called SHREE RAJ VIHAR APARTMENT Nashik (hereinafter called the "Said Building") who have filed their apartments to the provision of the Act.
- b) To invest or deposit money,
- c) To provide funds for the maintenance, repairs and replacement of the common areas and facilities by completion from the apartment owners, and if necessary by raising funds for that purpose.
- d) To retain and rent or license if possible, suitable portions of the common areas to out-siders for commercial purposes, and to distribute the common profit left after deducting the common expenses amongst the apartment owners as common profit or accumulate the same for the building up a reserve fund.
- e) To provide for and do all and any of the matters provided in sub-section (2) of Section 16.
- f) To advance, with the consent of the apartment owners, any short term loans to any apartment owners in case of any emergent necessity and provide for the repayment thereof in lump sum or in installments.
- g) To establish or carry on its own account or jointly with individuals or institutions, educational, physical, social and receptive activities for the benefit of the apartment owners.
- h) To frame rules, with the approval of the general meeting of the Association and after consulting the competent Authority and may establish a provident fund and Gratuity Fund if necessary, for the benefit of the employees of the Association.
- i) To do all things necessary or and other wide provide for their welfare expedient for the attainment of the object specified in these bye-laws.
- j) The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purpose.
- k) Person to whom he bequeath the same by his will or to the legal representatives of his, in case he has not made by specific bequeath of the apartment, the name of the legatee or the names of the legal representatives jointly shall be entered in the register of apartment owners maintained by the Secretary for the purposes of the SHREE RAJ VIHAR APARTMENT as apartment owner or joint apartment owners where any legatee as minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6) MEMBERS OF THE ASSOCIATION:

- 1) All persons who have purchased apartments in the SHREE RAJ VIHAR APARTMENT and executed respective declarations u/s 5 submitting their apartments to provision of the act shall automatically be the members of the association. & shall pay the same one rupee as 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 the Rs. 500/-.
- 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 entrance fee of rupee 100/- the shares held by the apartment owner shall be transferred to the name of such purchasers or donee on payment of Rupee 100/- 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

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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 apartments owner maintained by the secretary for the purpose of administration of the SHREE RAJ VIHAR APARTMENT as apartment owner or joint apartment owner shall be entitled to appoint a guardian of such minor.

7) JOINT APPARTMENT 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 right to vote.

8) HOLDING OF ONE SHARE COMPULSORY:

Compulsory every apartment owner must hold at least one share of the Association (joint apartment owners holding the shares jointly).

9) DISQUALIFICATIONS:

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

:- CHAPTER - II :-
VOTING, QUORUM AND PROXIES

10) VOTING :-

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

11) QUORUM :-

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

12) VOTE TO BE CAST IN PERSON -

Votes shall be cast in person.

:- CHAPTER - III :-
ADMINISTRATION

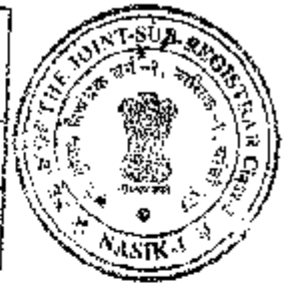
13) POWERS & DUTIES OF ASSOCIATION :-

The Association will have responsibility of administering the SHREE RAJ VIHAR APARTMENT approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the condominium in an efficient manner, excepts otherwise provided, resolutions of the Association shall require approval by majority of owners casting votes in person.

14) PLACE OF MEETINGS: -

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

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15) ANNUAL MEETINGS :-

The first annual meeting of the Association shall be held on the first Sunday of June. Thereafter, the annual meetings of the Association shall be held on the 1st Sunday of June each succeeding year. At such meeting there shall be elected by ballot of the apartment owners a Board in accordance with the requirements of bye-laws 23. The owners may also transact such other business of the association as may properly come before them.

16) SPECIAL MEETINGS:-

It shall be the duty of the President to call a Special Meeting of the apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the owners and the having been presented to the Secretary, or at the request of the Housing Commissioner or as the case may be, the Registrar or any Officer duly authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting 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 fifth of the owners present in person.

17) NOTICE OF MEETINGS :-

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

18) ADJOURNED MEETINGS:-

If any meeting of owners can not be organized because of quorum has not attended the owners who are present may adjourn the meeting to a time not less than forty eight hours from the time of the original meeting was called. If at such adjourned meeting also no quorum is present the owners present in person being not less than two shall from a quorum.

19) ORDER OF BUSINESS:-

The order of business at all meeting of the owners of apartment 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) Reports of Officers.
- e) Report of the Housing Commissioner, or the Registrar or of the Officer duly authorized by them, if present.
- f) Report of Committees.
- g) Election of Board.
- h) Un - finished business, if any.
- i) New business.