A

340/1890 पावती Original/Duplicate

Monday,March 18 ,2019 नोंदणी क्र. :39म

3:28 PM Regn.:39M

पावती क्रं.: 2248 दिनांक: 18/03/2019

बाबाचे नाव: नाशिक शहर

दस्तऐवजाचा अनुक्रमांक: नसन3-1890-2019

दस्तऐवजाचा प्रकार : घोषणापत्र

सादर करणाऱ्याचे नाव: सौ. कैलास भरतभाई अहोया

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 600.00
पृष्ठांची संख्या: 30	
एकूण:	रु. 700.00

आपणास मूळ दस्त ,चंबनेल प्रिंट,सूची-२ अंदाजे
3:53 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik3

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३

बाजार मुल्य: रु.0 /-

मोबदला रु.1/-

भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH013300560201819E दिनांक: 18/03/2019
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.600/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1603201902346 दिनांक: 18/03/2019
बँकेचे नाव व पत्ता:

K.B. P4+2L
मुळ दस्त परत केला
व सही घेतली.

Index-2(सूची - २)

18/03/2019

सूची क्र.2

मुख्यम निबंधक : सह दु.नि. नाशिक 3
दस्त क्रमांक : 1890/2019
नोंदणी :
Regn:63m

गावाचे नाव : नाशिक शहर

(1)विलेखाचा प्रकार	घोषणापत्र
(2)मोबदला	1
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद कराबे)	0
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन :, इतर माहिती: तुकडी जिल्हा नाशिक पोट तुकडी तालुका नाशिक पैकी नाशिक मनपा हद्दीतील मौजे नाशिक शिवारातील स.नं. 234/1 /1 + 2 अ /2/2 पैकी प्लॉट नं. 29 + 30 + 31 + 32 यांसी एकूण क्षेत्र 682.95 चौ.मी. यावर बांधलेल्या शिलकंठ रो हाउसेस या इमारतीचे घोषणापत्र((Survey Number : 234/1/1+2A/2/2 ; Plot Number : 29+30+31+32 ;))
(5) क्षेत्रफळ	1) 682.95 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:-श्री. कैलास भरतभाई अहोजा वय:-44; पत्ता:--, -, -, -, रा. वरदान बंगला , प्लॉट नं. 22, रामेश्वर नगर, कामठवाडे, नाशिक , नॉट्स्को कॉलनी (पास्:ईक) , MAHARASHTRA, NASHIK. Non-Government. पिन कोड:-422009 पॅन नं:-AKRPA6234F 2): नाव:-श्री भरतभाई करसनभाई अहोजा वय:-44; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. वरदान बंगला , प्लॉट नं. 22, रामेश्वर नगर, कामठवाडे, नाशिक, महाराष्ट्र, पास्:ईक. पिन कोड:-422009 पॅन नं:-AGFPP7630J 3): नाव:-विजया अमृतीलाई पटेल वय:-62; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. वरदान बंगला , प्लॉट नं. 22, रामेश्वर नगर, कामठवाडे, नाशिक, महाराष्ट्र, पास्:ईक. पिन कोड:-422009 पॅन नं:-AGAPP4476D
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करुन दिल्याचा दिनांक	18/03/2019
(10)दस्त नोंदणी केल्याचा दिनांक	18/03/2019
(11)अनुक्रमांक,खंड व पृष्ठ	1890/2019
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-	मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-	Affidavit

सूची क्र.II
नोंदणी नंतरची प्रथम प्रत
अस्सल वरहुकूम नकलल

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३

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

iSarita v1.7.0

CHALLAN
MTR Form Number-6

GRN	MH013300560201619E	BARCODE		Date	18/03/2019-11:33:43	Form ID	25.1

Department	Inspector General Of Registration
Type of Payment	Stamp Duty Registration Fee
Office Name	NSK3_NASHIK 3 JOINT SUB REGISTRAR
Location	NASHIK
Year	2018-2019 One Time

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

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९ — २००

Payer Details

TAX ID (If Any)	
PAN No.(If Applicable)	
Full Name	Kailas Bharatbhai Adroja And Other
Flat/Block No.	S.No. 234/1/1 -2A/2/2
Premises/Building	
Road/Street	Plot No. 29 -30-31-32
Area/Locality	Nashik
Town/City/District	
PIN	4 2 2 0 0 1
Remarks (If Any)	SecondPartyName=Kailas Bharatbhai Adroja And Other~
Amount In Words	Two Hundred Rupees Only

Payment Details	BANK OF INDIA
Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	02202292019031805203	79424118
Bank Date	RBI Date	18/03/2019-11:34:14	Not Verified with RBI
Bank-Branch		BANK OF INDIA	
Scroll No. , Date		Not Verified with Scroll	

Department ID :
Mobile No. : 8007075055

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

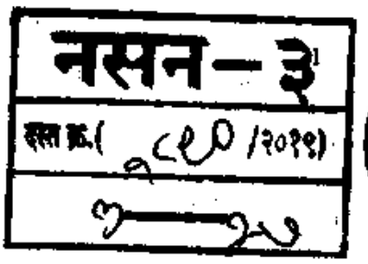
खदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Print Date 18-03-2019 11:34:53

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1803201902346	**Date**	18/03/2019
Received from Kailas Bharatbhai Adroja , Mobile number 8007075055, an amount of Rs.600/-, 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	MAHB	**Date**	18/03/2019
Bank CIN	10004152019031801992	**REF No.**	001949354
This is computer generated receipt, hence no signature is required.			

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SUB-REGISTRAR OF THE JOINT SUB-REGISTRAR (Class-2) • NASHIK-3 •





DECLARATION OF APARTMENT

THIS DECLARATION OF APARTMENT is made and executed at Nashik on this 18th day of **MARCH 2019.**

BY

[1] MRS. KAILASH BHARATBHAI ADROJA, Age 44 Years, PAN AKRPA 6234 F [2] MR. BHARATBHAI KARASANBHAI ADROJA, Age 44 Years, PAN AGFPP 7630 J [3] MRS. VIJAYA JAYANTIBHAI PATEL, Age 52 Years, PAN AGAPP 4476 D, All Occupation Business, All R/o. Vardan Bungalow, Plot No. 22, Rameshwar Nagar, Kamathwade, Nashik 422 009.
Hereinafter referred to as the **"GRANTORS"** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, Executors, Administrators, assigns, etc.) of the FIRST PART

FIRST – That Grantors are the absolute and exclusive owner of all that piece and parcel of the land situated at **Nashik** , more particularly described in the schedule written hereunder and hereinafter referred to as the Said Property.

SECOND - the Grantors have purchased Plot No. 29, 30, 31 and 32 from previous owner **Mr. Murlidhar Prabhakar Dixit and others** by Sale deed dated **31/5/2013** which is duly registered at the office of Sub Registrar Nashik 3 at **Sr. No. 7615 on 19/6/2013** and the name of the Grantors are mutated in the owner column of the record of rights and the Grantors are in actual possession and enjoyment of the said property and the Grantors have absolute right to develop the said property by constructing a building thereon and enter into agreement of sale of the tenements to the prospective purchaser.

THIRD - the Grantors amalgamated Plot No. 29, 30, 31.and 32 and prepared new 7/12 extract bearing Plot No. 29+30+31+32 and prepared a building plan by amalgamating all the four plots which is duly sanctioned from the Nashik Municipal Corporation under **Commencement Certificate No. LND / BP /C1/57/2885 dated 28/5/2018** and as per the approved building plan Grantors have commence and completed the construction on the said property and obtained occupation certificate from Nashik Municipal Corporation under No. **Naravi/Panchavati/22720/44 dated 12/3/2019.**

FOURTH - That the condominium shall be known as **NILKANTH ROW HOUSES APARTMENT** and that the family units common areas and facilities of the building are as follows:

Family Unit - There are Eight family units in the building bearing Row House No. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

Description of each family unit is described as under :-

(1) Family Unit - Apartment/**Row House No. 1** admeasuring **71.63 Sq. Mtrs. carpet area** alongwith absolute and exclusive rights to use, utilize and enjoy **Terrace admeasuring 6.95 Sq. Mtrs.** alongwith **104.26 Sq. Mtrs.** of undivided ownership in land as mentioned in the schedule.
Name of Owner – **GRANTORS [1] MRS. KAILASH BHARATBHAI ADROJA**
[2] MR. BHARATBHAI KARASANBHAI ADROJA
[3] MRS. VIJAYA JAYANTIBHAI PATEL

(2) Family Unit - Apartment/**Row House No. 2** admeasuring **69.19 Sq. Mtrs. carpet area** alongwith absolute and exclusive rights to use, utilize and enjoy **Terrace admeasuring 7.98 Sq. Mtrs.** alongwith **110.13 Sq. Mtrs.** of undivided ownership in land as mentioned in the schedule.
Name of Owner – **GRANTORS [1] MRS. KAILASH BHARATBHAI ADROJA**
[2] MR. BHARATBHAI KARASANBHAI ADROJA

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[3] MRS. VIJAYA JAYANTIBHAI PATEL

(3) Family Unit - Apartment/**Row House No. 3** admeasuring **60.32 Sq. Mtrs. carpet area** alongwith **Balcony admeasuring 5.40 Sq. Mtrs.** alongwith **55.02 Sq. Mtrs.** of undivided ownership in land as mentioned in the schedule.
Name of Owner – **GRANTORS [1] MRS. KAILASH BHARATBHAI ADROJA**
[2] MR. BHARATBHAI KARASANBHAI ADROJA
[3] MRS. VIJAYA JAYANTIBHAI PATEL

(4) Family Unit - Apartment/**Row House No. 4** admeasuring **60.32 Sq. Mtrs. carpet area** alongwith **Balcony admeasuring 5.40 Sq. Mtrs.** alongwith **55.02 Sq. Mtrs.** of undivided ownership in land as mentioned in the schedule.
Name of Owner – **GRANTORS [1] MRS. KAILASH BHARATBHAI ADROJA**
[2] MR. BHARATBHAI KARASANBHAI ADROJA
[3] MRS. VIJAYA JAYANTIBHAI PATEL

(5) Family Unit - Apartment/**Row House No. 5** admeasuring **60.32 Sq. Mtrs. carpet area** alongwith **Balcony admeasuring 5.40 Sq. Mtrs.** alongwith **55.02 Sq. Mtrs.** of undivided ownership in land as mentioned in the schedule.
Name of Owner – **GRANTORS [1] MRS. KAILASH BHARATBHAI ADROJA**
[2] MR. BHARATBHAI KARASANBHAI ADROJA
[3] MRS. VIJAYA JAYANTIBHAI PATEL

(6) Family Unit - Apartment/**Row House No. 6** admeasuring **60.32 Sq. Mtrs. carpet area** alongwith **Balcony admeasuring 5.40 Sq. Mtrs.** alongwith **55.02 Sq. Mtrs.** of undivided ownership in land as mentioned in the schedule.
Name of Owner – **GRANTORS [1] MRS. KAILASH BHARATBHAI ADROJA**
[2] MR. BHARATBHAI KARASANBHAI ADROJA
[3] MRS. VIJAYA JAYANTIBHAI PATEL

(7) Family Unit - Apartment/**Row House No. 7** admeasuring **60.32 Sq. Mtrs. carpet area** alongwith **Balcony admeasuring 5.40 Sq. Mtrs.** alongwith **55.02 Sq. Mtrs.** of undivided ownership in land as mentioned in the schedule.
Name of Owner – **GRANTORS [1] MRS. KAILASH BHARATBHAI ADROJA**
[2] MR. BHARATBHAI KARASANBHAI ADROJA
[3] MRS. VIJAYA JAYANTIBHAI PATEL

(8) Family Unit - Apartment/**Row House No. 8** admeasuring **60.32 Sq. Mtrs. carpet area** alongwith **Balcony admeasuring 5.40 Sq. Mtrs.** alongwith **55.02 Sq. Mtrs.** of undivided ownership in land as mentioned in the schedule.
Name of Owner – **GRANTORS [1] MRS. KAILASH BHARATBHAI ADROJA**
[2] MR. BHARATBHAI KARASANBHAI ADROJA
[3] MRS. VIJAYA JAYANTIBHAI PATEL

(9) Family Unit - Apartment/**Row House No. 9** admeasuring **60.32 Sq. Mtrs. carpet area** alongwith **Balcony admeasuring 5.40 Sq. Mtrs.** alongwith **55.02 Sq. Mtrs.** of undivided ownership in land as mentioned in the schedule.
Name of Owner – **GRANTORS [1] MRS. KAILASH BHARATBHAI ADROJA**
[2] MR. BHARATBHAI KARASANBHAI ADROJA
[3] MRS. VIJAYA JAYANTIBHAI PATEL

(10) Family Unit - Apartment/**Row House No. 10** admeasuring **60.32 Sq. Mtrs. carpet area** alongwith **Balcony admeasuring 5.40 Sq. Mtrs.** alongwith **83.42 Sq. Mtrs.** of undivided ownership in land as mentioned in the schedule.

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Name of Owner – **GRANTORS [1] MRS. KAILASH BHARATBHAI ADROJA**
[2] MR. BHARATBHAI KARASANBHAI ADROJA
[3] MRS. VIJAYA JAYANTIBHAI PATEL

COMMON AREAS AND FACILITIES :-

(a) All that piece and parcel of the land as described the schedule written hereunder.
(b) Following facilities are located throughout the building :-
(i) Common plumbing network throughout the building.
(ii) Common sanitary network throughout the building and septic tank and soak pit located in the side margin of the Row house.

RESTRICTED COMMON AREAS :-

1. That all the front side and back side margin shall be owned by the respective row house owners and as such no other row house owner shall claim any right, title and interest therein.

2. That all the apartment owners shall jointly pay the N.A. taxes while all the municipal taxes and water charges of the respective row houses shall be paid by the respective row house owners.

3. That there is one common septic tank for all the row houses situated in side margin of Row House No. 1 which shall be maintained by all the row house owners as and when required.

That all the front side and back side marginal space shall be used and utilise by the respective individual apartment owner and no body else. That the marginal space surrounding the corner units shall be available for use and enjoyment by the owner of the said units only and no body else.

FIFTH : (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 **NILKANTH ROW HOUSES APARTMENT** Condominium is based on the proportionate area of each family unit to the total area of the all family units as follows :

Row House No.	Undivided Ownership in Land
1	104.26 Sq. Mtrs.
2	110.13 Sq. Mtrs.
3	55.02 Sq. Mtrs.
4	55.02 Sq. Mtrs.
5	55.02 Sq. Mtrs.
6	55.02 Sq. Mtrs.
7	55.02 Sq. Mtrs.
8	55.02 Sq. Mtrs.
9	55.02 Sq. Mtrs.
10	83.42 Sq. Mtrs.
Total	**682.95 Sq. Mtrs.**

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(b) The proportionafe 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.

SIXTH : 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.

SEVENTH : 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.

EIGHTH : 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 **NILKANTH ROW HOUSES APARTMENT** Condominium.

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

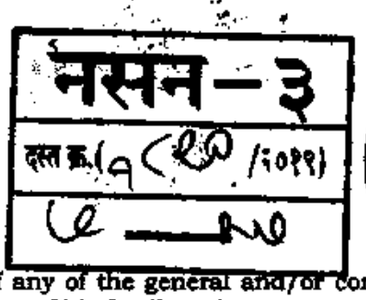
TENTH: That the percentage of the undivided interest in the restricted common areas and facilities established herein shall not be charged except with the unanimous consent of all the apartment owners expressed in amendment to this declaration duly registered.

ELEVENTH : 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.

TWELVETH : 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.

THIRTINTH : 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.

FOURTEENTH: 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.

FIFTEENTH : 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.

SIXTEENTH : 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.

SEVENTEENTH : 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.

EIGHTEETH : 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.

NINETEETH : 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, 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 : 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.

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TWENTY FIRST : 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 SAID PROPERTY

All that piece and parcel of property bearing **Plot No. 29+30+31+32** of **S. No. 234/1/1+2A/2/2** total admeasuring **682.95 Sq. Mtrs** situated at **Nashik**, Taluka and District Nashik, within registration and Sub Registration District of Nashik within Nashik Municipal Corporation Bounded as follows:

On or towards East	:	By 9 Mtrs. Colony Road
On or towards West	:	By Plot No. 26,27 and 28
On or towards South	:	By 9 Mtrs. Colony Road
On or towards North	:	By Plot No. 33

IN WITHNESSES WHEREOF THE GRANTORS HAVE SIGNED ON THIS DAY DATE AND YEAR FIRST MENTIONED ABOVE.



SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
[1] MRS. KAILASH BHARATBHAI ADROJA] K.B Patel



[2] MR. BHARATBHAI KARASANBHAI ADROJA] B.K.Patel



[3] MRS. VIJAYA JAYANTIBHAI PATEL] V.J.Patel.
(GRANTORS)]

WITNESSES :

1. Mist

2. A.J.Shah

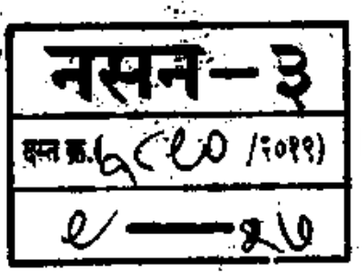




EXHIBIT "B"

BYE LAWS OF NILKANTH ROW HOUSES APARTMENT CONDOMINIUM

CHAPTER I

1) **SHORT TITLE & APPLICATION**

These bye-laws may be called "the Bye-laws of the **NILKANTH ROW HOUSES APARTMENT CONDOMINIUM**. The provisions of these bye laws apply to the **NILKANTH ROW HOUSES 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 **NILKANTH ROW HOUSES APARTMENT CONDOMINIUM**.

c) "Board" means a Board of Managers consisting of 3 persons all of whom shall be owners of Apartment in the **NILKANTH ROW HOUSES APARTMENT CONDOMINIUM**.

d) "Building" means the building located **Plot No. 29+30+31+32** of **S. No. 234/1/1+2A/2/2** situated at **Nashik**, and known as the **NILKANTH ROW HOUSES 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 **NILKANTH ROW HOUSES APARTMENT CONDOMINIUM**.

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

I) "unit" means a family unit in the **NILKANTH ROW HOUSES 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 **Plot No. 29+30+31+32** of **S. No. 234/1/1+2A/2/2** situated at **Nashik** known as the **NILKANTH ROW HOUSES 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 **NILKANTH ROW HOUSES APARTMENT** on bearing **Plot No. 29+30+31+32** of **S. No. 234/1/1+2A/2/2** situated at **Nashik** (Hereinafter called the "Said Building") who have filed their respective Declarations submitting their apartments to the provisions of the Act.

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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 installments:

g) To establish & carry on, its own accounts or jointly within individuals or institutions, educational, physical, social & recuperative 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 **NILKANTH ROW HOUSES 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 sum 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.

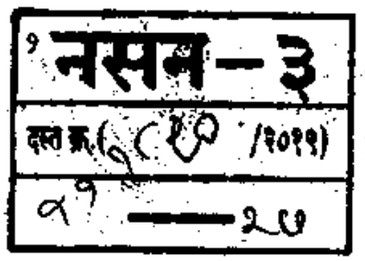
2) Upon any Apartment owner selling his Apartment or absolutely conveying the same by way of gift under his will or otherwise, the Purchaser or Donee shall automatically become a member of the Association, & shall be admitted as member on payment of the entrance of One Rupee. The shares held by the Apartment 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 **NILKANTH ROW HOUSES 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 **NILKANTH ROW HOUSES 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 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

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Registrar or any Officer duly authorised by him in his behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at 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.

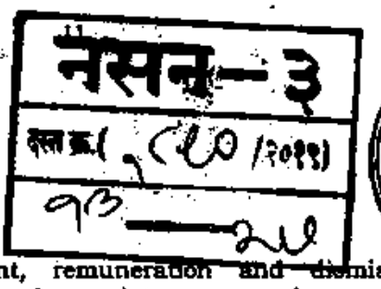
20) **POWERS AND DUTIES OF BOARD :**

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 resolution of the association the Board shall be responsible for the following that is to say:

a) Care, upkeep & surveillance of the **NILKANTH ROW HOUSES 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 personnel necessary for the maintenance and operation of the **NILKANTH ROW HOUSES 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

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meeting. Special meetings of the Board shall be called by the president or Secretary in like manner and on like notice on the written request of 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 judgment 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 :**

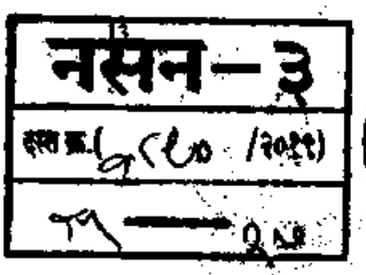
The Officers of the association shall be elected annually by the Board of the Organization meeting of each new Board and shall hold offices at the pleasure of the Board.

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 of 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 **NILKANTH ROW HOUSES 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.

40) **MAINTENANCE AND REPAIR :**

1) Every owner must perform promptly, all maintenance repair work within his own unit, which if omitted would affect the **NILKANTH ROW HOUSES 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 shall be utilized 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

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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 in the lobbies vestibules, stairways, elevators and other areas of **NILKANTH ROW HOUSES 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 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 **NILKANTH ROW HOUSES 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.

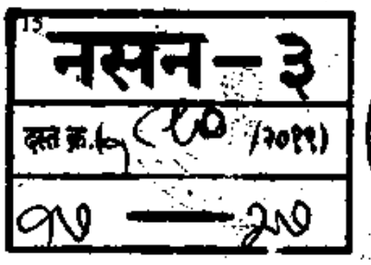
3) It is prohibited to hang garments, rugs, etc. from the windows balconies or from any of the faces of the **NILKANTH ROW HOUSES APARTMENT CONDOMINIUM.**

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 **NILKANTH ROW HOUSES 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 **NILKANTH ROW HOUSES 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.

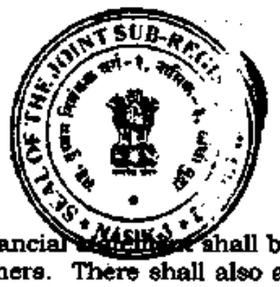
2) Each apartment owner shall have a pass book in which the secretary shall enter amount paid to be or received for his share in receipts of profits from common areas and contributions towards common expenses and his share of assessment and other dues, if any, in respect of his apartments.

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.

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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 :**

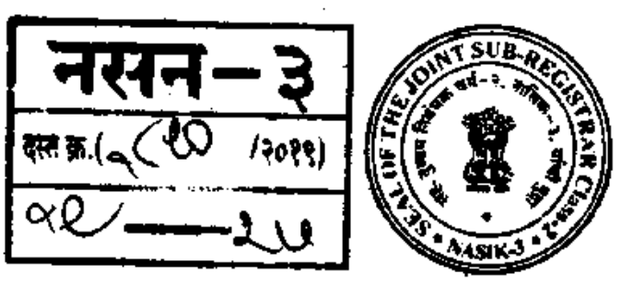
The association shall have a common seal which shall be in the custody of the secretary and shall be used only under the authority of resolution of the board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the association by two members of the board and 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 **NILKANTH ROW HOUSES APARTMENT CONDOMINIUM** as shown in the Declaration.

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नसन-३

दस्त क्र.(८७० /२०१९)

घोषणापत्र/शपथपत्र

मी/आम्ही खाली सही करणार मा. सहाय्यक महानिरीक्षक, महाराष्ट्र राज्य, पुणे यांचे दि. ३०/११/२०१३ रोजीचे परिपत्रकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत हि फसवणुकीदार अथवा दुबार विक्री होत नाही त्याबाबत याची 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 मिळकतींविषयी 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 तरतुदीनुसार ७ वर्षाच्या शिक्षेस पात्र राहणार आहोत याची मला/आम्हाला पुर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र/शपथपत्र दस्ताचा भाग म्हणुन जोडत आहोत.

लिहुन देणार...

लिहुन घेणार...



गाव नमुना सात (अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ६, २६ आणि ७] ग.न.७ अ ग. R. 7-A-m

गांव तालुका जिल्हा

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पध्दती
238/1/1+2/3/1/2/2		
क्षेत्राचे स्थानिक नाव	P.No. 29+30+31 +32	

आकारणी योग्य क्षेत्र	हेक्टर	आर
.....	222-	80
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एकूण ..	222-	80
पोटखराबा ..		
(लागवडी योग्य नसलेले) -		
वर्ग (अ) ..		
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एकूण ..	900	00

विनशेती

भोगवटदाराचे नाव

१) मुरलीधर प्रभाकर दिक्षीत
२) हरिष प्रभाकर दिक्षीत

(E845)

कौलास अमृतभाई आढेना
अमृतभाई लक्ष्मणभाई आढोला
वेजणा सोयतीभाई पटेल
E4093 (E625)

खाते क्रमांक

खंड

कुळाचे नांव रु. पैसे

(E6802)

इतर अधिकार

ना. ज.'क. स. कायदा कलम २० प्रो
सटेगांव दाभाडे योजना
स्पे.मु.नं. २५६/२०१२ (E10803)
न्याय प्रविष्ठा (E665)
अ ब क परिस्थिती
२४७ 2012 (E5984)

E2638

नमुना-३
दस्त क्र. (८८०/२०१९)
२१—२२०

SUB-REGISTRAR (Class-2) NASIK-3

सीमा आणि भूमापन चिन्हे

324.59

गाव नमुना बारा (पिकांची नोंदवही)

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

वर्ष	जमीन करणाराचे नाव	हंगाम	पिकाखालील क्षेत्राचा तपशील						निरंक पिकाखालील क्षेत्र			लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	शेरा
			पिकाखालील एकूण क्षेत्र	मित्र पिकाखालील क्षेत्र: जल सिंचित	मित्र पिकाखालील क्षेत्र: अजल सिंचित	घटक पिके व प्रत्येक खालील क्षेत्र: पिकाचे नाव	घटक पिके व प्रत्येक खालील क्षेत्र: जल सिंचित	घटक पिके व प्रत्येक खालील क्षेत्र: अजल सिंचित	पिकाचे नाव	जल सिंचित	अजल सिंचित	खरीप	रब्बी		
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तलाठी सजा
ता. जि. नाशिक.

अभिलेख प्रमाणे तलाठी तलाठी

गाव नमुना नऊ

दैनिक पावती पुस्तक

महाराष्ट्र शासन (रोजकीर्द व पावती पुस्तक)

गाव- नाशिक तालुका- नाशिक खाते क्र.

दिनांक १५/०१ भोगवटादार/पैसे देणारा काकस भरतभाई आप्रेश व

एकत्रीकृत जमीन महसूल

पकबाकी			चालू वर्ष म्हणजे				स्थानिक उपकर			
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१९१९			३२१							

(अक्षरी) रुपये एकशे बत्तीस रुपये फक्त पावती मिळाले.

तलाठी नाशिक
ता. जि. नाशिक

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P.No 25 ते 32

नसन-३
पावती क्र. १९२०/२०१९
१२२ — २०

THE JOINT SUB-REGISTRAR OF ASSURANCES • NASIK-3 •

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AGAPP4476D



नाम /NAME

VIJAYABEN JAYANTIBHAI PATEL

पिता का नाम /FATHER'S NAME

KURJIBHAI KHIMJIBHAI PATEL

जन्म तिथि /DATE OF BIRTH

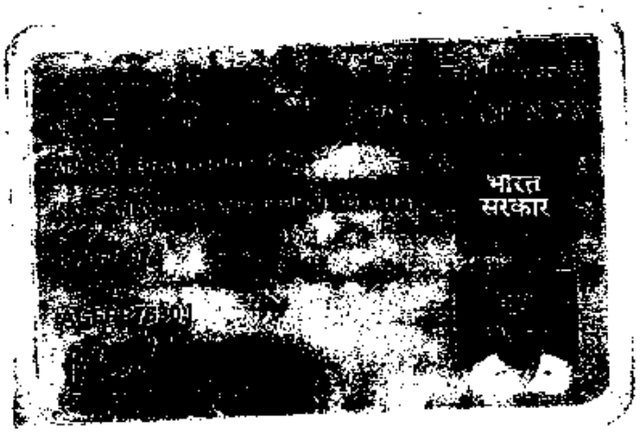
15-06-1964

हस्ताक्षर /SIGNATURE

V J patel

आयकर आयुक्त, नासिक

COMMISSIONER OF INCOME-TAX, NASIK



नसान-३

दस्त क्र.१ १८६०/२०१९

२३-२०

SEAL OF THE JOINT SUB-REGISTRAR NASIK-3



नाशिक महानगरपालिका, नाशिक

इमारत बांधकामाचा वापर करणे बाबतचा दाखला पंचवटी

No. 22720 (पूर्ण/भागश:) जावक क्र./नमिवि/२२७२०/१८

दिनांक : १२/०३/२०१८

श्री./श्रीमती सौ. कैलास भरतभाई आव्रोजा व इतर दोन

पॅन क्रमांक :

प्रकल्पाचे ठिकाण व पत्ता : नाशिक

आवक क्र- सी१/ओसी/२२०२०, दिनांक -०२/०३/२०१८

व्हॅकंट प्लॉट / घरपट्टी इंडेक्स नं.-३१५१३०६०

महाशय,

दाखला देण्यात येतो की, नाशिक शिवारातील/सि.स.नं., स.नं. २३८/१/१+२अ/२/२

प्लॉट नं. २८ते३२ अं.भू. क्र. मधील इमारतीच्या तळ + एक मजला

मजल्याचे इकडील बांधकाम परवानगी क्र. सी१/५७/२८५५ दिनांक २८/०५/२०१८ अन्वये

दिल्याप्रमाणे आर्किटेक्ट/इंजि./सुपरवायझर, श्री. योगेश गायकवाड रजिस्ट्रेशन क्र. CA/2005/36580

यांचे निरीक्षणाखाली पूर्ण झाली असून निवासी/निवासेत्तर/शैक्षणिक/ निवासी कारणासाठी खालील अटी शर्तींस अधिन राहून इमारतीचा वापर करणेस परवानगी देण्यात येत आहे.

१) एकुण बांधकाम क्षेत्र	६७८.५६ चौ.मी.	या पैकी निवासी	निवासेतर	चौ.मी.
२) एकुण चटई क्षेत्र	६२५.२२ चौ.मी.	या पैकी निवासी	निवासेतर	चौ.मी.
३) एकुण पार्किंग क्षेत्र		या पैकी निवासी	निवासेतर	चौ.मी.

१) सदर इमारतीचा वापर निवासी/निवासेतर/शैक्षणिक/ निवासी कारणाकरिताच करता येईल. त्या वापरात बदल करता येणार नाही. वापरात बदल करावयाचा झाल्यास इमारत बांधकाम परवानगी प्रमाणे पूर्व परवानगी घ्यावी लागेल.

२) अग्निशमन विभागाचा अंतिम दाखला क्रमांक

३) पर्यावरण विभागाचा नाहरकत दाखला क्रमांक

४) घरपट्टी आकारणी करणेकामी संबंधित विभागात संपर्क साधावा.

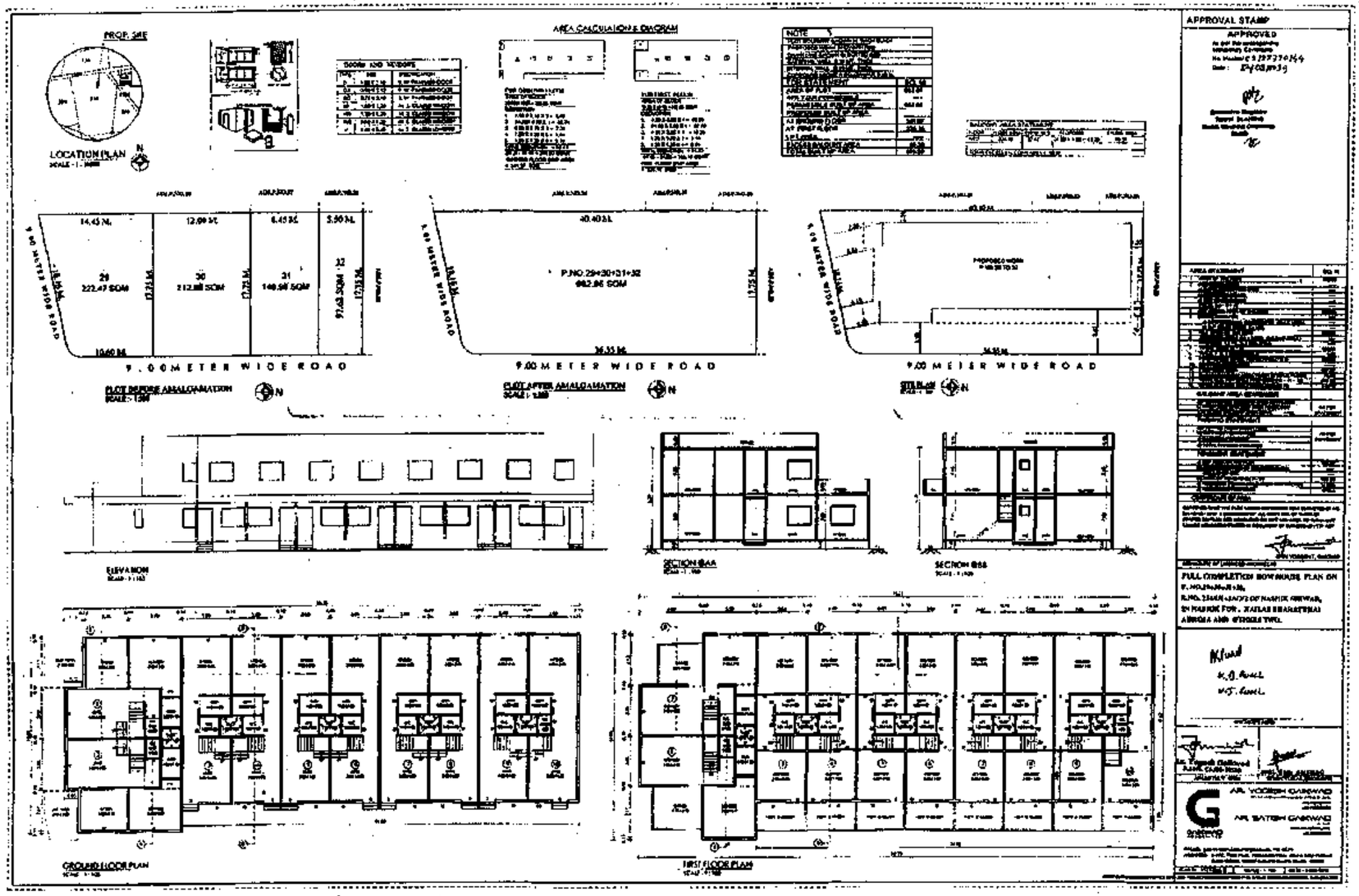
५) सदर इमारतीत म.न.पा.च्या पूर्व परवानगी शिवाय वापरामध्ये व बांधकामामध्ये कोणताही बदल करता येणार नाही. असे केल्याचे आढळुन आल्यास नियमांतील तरतुदीनुसार कडक कारवाई करण्यात येईल.

६) प्लॉथिं इंड रु.रू.१०२६०/- पा.क्र.६५/६७८० दिनांक-१२/०३/२०१८ अन्वये भरलेली आहे.

नकाशा-३

SUB-REGISTRAR NASIK-3

कार्यकारी अभियंता
नगररचना विभाग
सहायक संचालक, नगर रचना
नाशिक महानगरपालिका, नाशिक


PROP. SITE
LOCATION PLAN
AREA CALCULATION & DIAGRAM
APPROVAL STAMP
APPROVED
14.45 Mt.
12.00 Mt.
6.45 Mt.
5.90 Mt.
29
222.47 SQM
30
212.88 SQM
31
148.98 SQM
32
97.93 SQM
9.00 METER WIDE ROAD
PLOT BEFORE AMALGAMATION
40.40 Mt.
P.NO.29+30+31+32
982.86 SQM
36.55 Mt.
9.00 METER WIDE ROAD
PLOT AFTER AMALGAMATION
PROPOSED WORK
9.00 METER WIDE ROAD
SITE PLAN
ELEVATION
SECTION @AA
SECTION @BB
GROUND FLOOR PLAN
FIRST FLOOR PLAN
FULL COMPLETION BOW HOUSE PLAN ON
AR. YOGESH GARWAD
AR. SATISH GARWAD

Summary1 (GoshwaraBhag-1)

340/1890
सोमवार,18 मार्च 2019 3:28 म.नं.

दस्त गोषवारा भाग-1

नसन3 २४२७
दस्त क्रमांक: 1890/2019

दस्त क्रमांक: नसन3 /1890/2019

बाजार मुल्य: रु. 00/- मोबदला: रु. 01/-

भरलेले मुद्रांक शुल्क: रु.100/-

दु. नि. सह. दु. नि. नसन3 यांचे कार्यालयात
अ. क्रं. 1890 वर दि.18-03-2019
रोजी 3:32 म.नं. वा. हजर केला.

पावती:2248 पावती दिनांक: 18/03/2019

सादरकरणाराचे नाव: सौ. कैलास भरतभाई अढोजा

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 600.00
पृष्टांची संख्या: 30	
एकुण:	700.00

K,B, Patel

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Nashik3

Joint Sub Registrar Nashik3

दस्ताचा प्रकार: घोषणापत्र

मुद्रांक शुल्क: प्रतिज्ञालेख

शिक्का क्रं. 1 18 / 03 / 2019 03 : 32 : 36 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 18 / 03 / 2019 03 : 33 : 19 PM ची वेळ: (फी)

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Summary-2(दस्त गोषवारा भाग - २)

दस्त गोषवारा भाग-2

नसन3 2010

दस्त क्रमांक:1890/2019

18/03/2019 3:33:44 PM

दस्त क्रमांक :नसन3/1890/2019

दस्ताचा प्रकार :-घोषणापत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री. कैलास भरतभाई अढोजा पत्ता:-, -, -, -, रा. वरदान बंगला , प्लॉट नं. 22, रामेश्वर नगर कामठवाडे, नाशिक , वीटभट्टी कॉलनी (णाम:ईक), MAHARASHTRA, NASHIK, Non-Government. पॅन नंबर:AKRPA6234F	लिहून देणार वय :-44 स्वाक्षरी:-		
2	नाव:श्री भरतभाई करसनभाई अढोजा पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. वरदान बंगला , प्लॉट नं. 22, रामेश्वर नगर, कामठवाडे, नाशिक, महाराष्ट्र, णाम:ईक. पॅन नंबर:AGFPP7630J	लिहून देणार वय :-44 स्वाक्षरी:-		
3	नाव:विजया जयंतीभाई पटेल पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. वरदान बंगला , प्लॉट नं. 22, रामेश्वर नगर, कामठवाडे, नाशिक, महाराष्ट्र, णाम:ईक. पॅन नंबर:AGAPP4476D	लिहून देणार वय :-52 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत घोषणापत्र चा दस्त ऐवज करुन दिल्याचे कबुल करतात.

शिक्का क्र.3 ची वेळ:18 / 03 / 2019 03 : 37 : 32 PM

ओळख:-

खाली इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यांना व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री अशोक सुकदेव कासोदे वय:38 पत्ता:रा. बिर्ले नाका, कॉलेज रोड, नाशिक पिन कोड:422005		
2	नाव:तुषार पुंजाराम पगार वय:31 पत्ता:कामठवाडे नाशिक पिन कोड:422010		

शिक्का क्र.4 ची वेळ:18 / 03 / 2019 03 : 38 : 51 PM

शिक्का क्र.5 ची वेळ:18 / 03 / 2019 03 : 38 : 58 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar Nashik3

EPayment Details.

sr.	Epayment Number	Defacement Number
1	1803201902346	1803201902346D
2	MH013300560201819E	0007384982

प्रमाणित करण्यात येते की,
या दस्तामध्ये एकूण २.१० पाने आहेत.
सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

पुस्तक क्रमांक १, क्रमांक ३१८० वर नोंदला. 0 /2019
दिनांक २० पासे ११ मार्च २०१९
सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

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