

340/3243

पावती

Original/Duplicate

Thursday, March 31, 2022
12:04 PMनोंदणी क्र.: 39म
Regn.: 39M

पावती क्र.: 4046 दिनांक: 31/03/2022

गावाचे नाव: आहगांव

दस्तावेजाचा अनुक्रमांक: नमन3-3243-2022

दस्तावेजाचा प्रकार: घोषणापत्र

मादक कारणाच्या नाव: विजय बाळूतीराव राऊत प्रो.शा. अदिती हेमलपर्स प्रोथापटरी वर्म

नोंदणी फी

₹. 100.00

दस्त हाताळणी फी

₹. 840.00

गुहाची संख्या: 42

एकूण

₹. 940.00

आपणाला मुळ दस्त, संवनेन प्रिंट मूची-२ अंदाजे
12:23 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik

वाजार मुल्य: ₹.0/-

मोबदला ₹.1/-

भरलेले मुद्रांक शुल्क: ₹. 100/-

स. पुस्तक विबंधक वर्ग-२
पक्षिक-१

1) देवकाचा प्रकार: DHC रकम: ₹.840/-

सीरी/धनादेश/पे ऑर्डर क्रमांक: 3003202221842 दिनांक: 31/03/2022

बँकेचे नाव व पत्ता:

2) देवकाचा प्रकार: eChallan रकम: ₹.100/-

सीरी/धनादेश/पे ऑर्डर क्रमांक: MH015863025202122E दिनांक: 31/03/2022

बँकेचे नाव व पत्ता:

13/04/22

मुळ दस्त परत देऊन
वसुली घ्यावी.



31/03/2022

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 3

दस्ता क्रमांक : 3243/2022

नॉटरी :

Regn:63m

गावाचे नाव : आडगांव

(1) विवेचाचा प्रकार घोषणापत्र

(2) मोबदला 1

(3) वाजाराभाव (भाडेपट्ट्याच्या बाबतिले पट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 0

(4) भू-मापन, चोटीहिम्मा व परतमाप (अमल्याम)

1) पालिकेचे नाव: नाशिक म.न.पा. इतर वर्णन : इतर माहिती: तुकडी जिऱ्हा नाशिक पोट तुकडी वातुका नाशिक, पैकी मोजे आडगाव या शिवांगलीन गट नं 578 /बी /2 चांगी क्षेत्र 0 हे 14 .99 आर म्हणजेच 1499 .00 चौ मी. या मिळकतीवरील सधोदा गार्डन अपार्टमेंट या इमारतीचे घोषणा पत्र ((GAT NUMBER : 578 /बी /2 ; Plot Number : - ;))

(5) क्षेत्रफळ 1) 1499.00 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता.

1): नाव:-विजय मास्तीराव राऊत प्रो.प्र. अविती डेक्कनपर्म प्रोप्रायटरी फर्म बच:-57; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, गेट नं:- म.न. 578 /बी/2 राऊत फर्म आडगाव नाशिक, महाराष्ट्र, पार्सईक. पिन कोड:-422003 प्लॉट नं:-AGBPR1015R

(8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता

(9) दस्तऐवज करून दिव्याचा दिनांक 31/03/2022

(10) दस्त नोंदणी केल्याचा दिनांक 31/03/2022

(11) अनुक्रमांक, खंड व पृष्ठ 3243/2022

(12) वाजाराभावाप्रमाणे मुद्रांक शुल्क 100

(13) वाजाराभावाप्रमाणे नोंदणी शुल्क 100

(14) शेरग

सूची क्र.11

नॉटरी नंतरची प्रथम प्रत

रांगणकीव अभिलेखातील प्रत
अस्तित्वात नसत नाही

मुल्यांकनासाठी विचारल घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण मुल्यांकन आवश्यक नाही

मुद्रांक शुल्क आकारनाला निवडलेला अनुच्छेद :-

Affidavit

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface At
1	Vijay Manurao Raut proprietor of Aditi Developers Proprietary Firm	eChallan	00040572022033040903	MH015863025202122E	100.00	SD	0007553002202122	31/03/20
2		DHC		3003202221842	840	RF	3003202221842D	31/03/20
3	Vijay Manurao Raut proprietor of Aditi Developers Proprietary Firm	eChallan		MH015863025202122E	100	RF	0007553002202122	31/03/20

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]



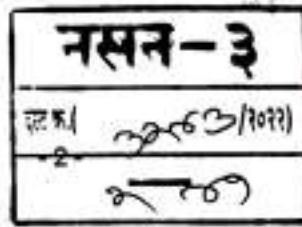
CHALLAN
MTR Form Number-6



GRN	MH015863025202122E		BARCODE			Date	30/03/2022-18:57:18		Form ID	25.1	
Department Inspector General Of Registration						Payee Details					
Stamp Duty						TAX ID / TAN (If Any)					
Type of Payment Registration Fee						PAN No.(If Applicable)					
Office Name NSK3_NASHIK 3 JOINT SUB REGISTRAR						Full Name			Vijay Marudrao Raut proprietor of Aditi Developers		
Location NASHIK									Proprietary Firm		
Year 2021-2022 One Time						Flat/Block No.			Flat no. 578/B/2		
Account Head Details				Amount in Rs.		Premises/Building					
0030046401 Stamp Duty				100.00		Road/Street			Yashoda Garden Apartment		
0030063301 Registration Fee				100.00		Area/Locality			Nashik		
						Town/City/District					
						PIN			4 2 2 0 0 3		
						Remarks (If Any)					
						SecondPartyName-Vijay Marudrao Raut proprietor of Aditi Developers Proprietary Firm-					
Total				200.00		Amount In Words			Two Hundred Rupees Only		
Payment Details STATE BANK OF INDIA						FOR USE IN RECEIVING BANK					
Cheque/DD Details						Bank CIN			Ref. No.		
Cheque/DD No.						Bank Date			RBI Date		
Name of Bank						Bank-Branch			STATE BANK OF INDIA		
Name of Branch						Scroll No. , Date			Not Verified with Scroll		

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
इस चालन केवल दस्तावेज निकासक कार्यालय नोंदणी कार्यालय दस्तावेजी लागू आहे. नोंदणी न कार्यालय दस्तावेजी खतर चालन लागू नाही.
Mobile No. : 9852222222

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN	3003202221842
Date	30/03/2022
Received from self, Mobile number 9999999999, an amount of Rs.840/-, 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.	
122 07:00:13	
Payment Details	
Bank Name	SBIN
Date	30/03/2022
Bank CIN	10004152022033018864
REF No.	208918326467



**DEED OF DECLARATION
OF**

" YASHODA GARDEN APARTMENT CONDOMINIUM"

THIS DEED OF DECLARATION is made and executed on this 31st
Day of the in the Christian Year Two Thousand Twenty Two A.D. at Nashik.

By

**SHRI. VIJAY MARUTIRAO RAUT, Proprietor of
ADITI DEVELOPERS PROPRIETORY FIRM**

Age:- 58 Years, Occ. :- Builders & Developers

Pan :- AGBPR 1015 R

It's office at :- S.No.578/B/2, Raut Farm, Adgaon, Nashik.

Hereinafter referred to as "The Grantor Owner" (Which expression shall unless repugant to the context or meaning thereof shall mean and include their heirs, executors, administrators, assigns etc.)

As the Grantor owner of the property more particularly described in the schedule I written hereunder herein and hereinafter referred to as the Grantor who is fully empowered to execute this Deed.

**DEED OF DECLARATION OF U/S 2 & 11 OF MAHARASHTRA
APARTMENT OWNERSHIP ACT 1970.**

1. WHEREAS the property mentioned in Schedule "I" hereinbelow bearing AND WHEREAS the Grantor Owner is absolute and exclusive owner of the land bearing Gat No. 578/B/2 having area admeasuring 0 H.14.99 Ri.e. 1499.00 sq.mtrs.lying and being at Adgaon , within the Limits of Nashik Municipal Corporation Nashik and the Registration & Sub-Registration District of Nashik Taluka & Dist.Nashik. more particularly described in the Schedule "I" written hereunder and hereinafter referred to as "The said Property".

2. AND WHEREAS Gat No. 578/B, was originally owned by Maruti Damodar Raut . and Vishwanath Damodar Raut . The said Maruti Damodar Raut was died on 29/10/1989. Deceased Maruti Damodar Raut had son

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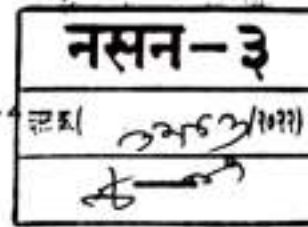
namely Shri. Vijay Marutirao Raut and Two Daughters namely Mangala Dattatraya Bharitkar & Sunanda Haribhau Khaire, and wife namely Yashoda Marutirao Raut as their legal heirs. The Name of the legal heirs had been mutated to record of rights as owners of Gat No 578/A, vide M. E. No 1901.

3. AND WHEREAS Out of the said Owner Surekha Vishwanath Raut was died on 18/08/2002. Deceased Surekha Vishwanath Raut had legal heirs as Two Brothers namely Shri. Jagdish Vishwanath Raut & Shri. Kiran Vishwanath Raut and Two Sisters namely Shobha Shantaram Sonavane & Asha Navnath Jadhav. The Name of the legal heirs had been mutated to record of rights as owners of Gat No 578/B vide M. E. No 10351.

4. AND WHEREAS The Shri. Vijay Marutirao Raut, Yashoda Maruti Raut, Jagdish Vishwanath Raut, Kiran Vishwanath Raut, Shobha Shantaram Sonavane, Asha Navnath Jadhav, Mangla Dattatraya Bharitkar and Sunanada Haribhau Khaire had Partitioned the land as Gat No 582/A, 582/B, 578/B Partly. As per the said partition Gat No. 578/B admeasuring 0 H 20.50 R was given to Shri. Vijay Marutirao Raut, Yashoda Maruti Raut, Mangla Dattatraya Bharitkar, Sunanada Haribhau Khaire. M. E. No 10494 had been mutated to that effect.

5. AND WHEREAS Mangala Dattatraya Bharitkar & Smt. Sunanada Haribhau Khaire, had released their rights free of charge in favour of Shri. Vijay Marutirao Raut and Yashoda Maruti Raut by realease deed. The said realease deed was registered in sub-registrar office Nashik -3 at Sr.No. 5044 dated 22/06/2010, M. E. No 12073 had been mutated to that effect.

6. AND WHEREAS Gat No 578/B area ameasuring 0H 57 R out of which ameasuring 2330.00 sq. meter was converted for nonagricultural purpose, aera adameasuring 0.3370 R was agicultural land. Hence in computerised entries agicultural and nonagricultural was not mentioned. Hence as per Circular of Maharashtra Goveranment dated 13/11/2002 and letter of Collector dated 03/02/2018 and Letter of Tahasildar dated 17/02/2018 and also Hissa form No. 4 and Hissa form No. 11 their was sub partition of Gat No 578/B as Gat No 578/B/1 admeasuring 2320.00 sq. meter owned by Jagdish Vishwanath Raut & Shri. Kiran Vishwanath Raut, Gat No. 578/B/2 admeasuring 0.20.50 R owned by Shri. Vijay Marutirao Raut, Yashoda Maruti Raut and Gat No. 578/B/



3 admeasuring 0.13.30 R owned by Madukar Santosh Deore and Sharad Balasaheb Deore. M.E. No. 21783 had been mutated to that effect.

7. AND WHEREAS Smt.Yashoda Maruti Raut had released their rights for Gat No 578/B/2 free of charge in favour of Shri.Vijay Marutirao Raut by registered release deed. The said release deed was registered in Sub – registrar office Nashik - 6 at Sr. No. 2073 dated 02/07/2019 M. E. No 23344 had been mutated to that effect.

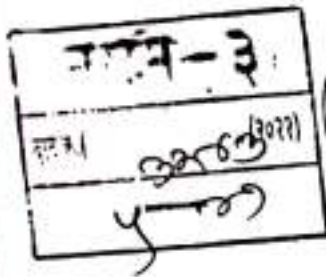
8. AND WHEREAS The Party of the First part had transfered area admeasuring 0.0551 R i.e 5.51 sq. mtrs. for DP Road to Nashik Municipal Corporation by registered sale deed .The said sale deed was registered at Sr. No. 5765/2019 dated 06/07/2019. As per the said sale deed name of Nashik Municipal Corporation was recorded on 7/12 extract for area admeasuring 0.0551 R i.e 5.51 sq. mtrs. for DP Road . M. E. No 23500 had been mutated to that effect.

9. AND WHEREAS the said property is converted for nonagricultural use vide order no. Kra.Maha / kasha /3/4 / N.OC/SR/107/2016 Nashik, Dated 10/10/2016 from Collector of Nashik.

10. AND WHEREAS by virtue of the said release deed in respect of the said property, the Grantor owner of the said property has absolute right to develop the said property by constructing a building thereon and enter into Agreement for Sale of the tenements to the prospective Purchasers at such price and to decide the terms and conditions as the Grantor owner may deem fit and right to construct a building on the said property and sell the flats and other constructions and to appropriate the sale proceeds thereof.

11. AND WHEREAS the title of said property is clear, valid, marketable and free from all encumbrances. Therefore, the said property is a fit property for causing development on it by constructing a building of Residential tenements thereon :

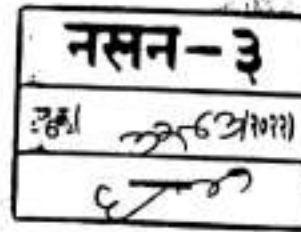
12. AND WHEREAS the party of the first part had prepared building plan for Project Land which was approved by Nashik Municipal Corporation vide their Commencement Certificate no. LND /BP / Adagaon /DCR/0575/ 2019 dated 10/04/2019.And owner had revised said building plan for Project Land which was approved by Nashik Municipal Corporation vide their Commencement Certificate no. LND /BP / C 2 / 602 / 2021 dated



23/11/2021. As per building plan the construction of building was completed and Nashik Municipal Corporation had issued completion certificate vide their letter no. Javak kra / Nanivi / C2/ 29156, dated 30/12/2021. The **YASHODA GARDEN APARTMENT** shall consists of 2 Shops, 11 Row Bungalows and 4 Flats in A wing consists 2 wings as A & B wing which shall having independent approach to each unit and also having all required facilities and civic amenities as per the approved and sactioned Building plans. **YASHODA GARDEN APARTMENT** consists of Ground + First and Second Floors. And the Grantor is intending to sell the various constructed Commercial and Residential tenements to the prospective purchasers by entering into Agreement for sale with them. These tenements are more particularly described written hereunder. The said tenements are termed as the said Apartments and the different Purchasers of the said Apartments shall acquire exclusive property rights, which are heritable and transferable in respect of the said Apartments and each such apartment shall be treated as an independent unit owned and possessed by the individual purchaser and also hereinafter shall be referred to as the family units. The said Apartments/ family units are to be treated as individual properties capable of independent use on account of each having its own exit to the common areas and facilities of the building and each family unit owner having exclusive and particular right, title and interest whatsoever in his respective family unit and in addition, specified undivided interest in the General and common areas and facilities herein below mentioned.

13. AND WHEREAS apart from construction of the said family units, there are areas of the said property and construction thereon, over which the Grantor and various purchaser of the said family units shall have general, common and as well as restricted, rights more particularly defined and written in this Deed of Declaration.

14. AND WHEREAS **YASHODA GARDEN APARTMENT** constructed over the said property shall be as per the prevalent rules of floor space index (F.S.I.). Therefore considering the land area of the said property i.e. **1499.00 sq. meters. with T.D.R. 1648.90 Sq. Mtrs.** for Commercial and Residential complex to the extent of consumption sectioned F.S.I. is constructed on the said property. However, in case there is any increase in the said F.S.I. rules by the concerned authorities in the future and resultant increase thereof in the F.S.I. and allowance of further construction there of the right of for causing such increased construction over the terrace is strictly reserved for the Grantor and in that case, the Grantor will have an exclusive right to construct the upper floors over the said building and dispose of the right to construct such increased construction or the



constructed premises thereof in favour of any person firm or institution of his choice and upon such terms and conditions and consideration as deem fit by the Grantor.

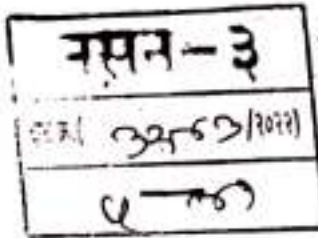
15. AND WHEREAS in pursuance to the development of the said property and to have perfect title to each independent constructed said "YASHODA GARDEN APARTMENT" constructed over the said property, it is necessary that a legal status should be obtained by each independent constructed family unit and for that purpose, the Grantor have decided for the formation and Declaration of Apartment under the scheme of the "The Maharashtra Ownership Apartment Act 1970" hereinafter referred to as the said Act and have proposed to submit the said property and the "YASHODA GARDEN APARTMENT" and the premises therein u/s 2 and 11 of the said Act and under rule 3 of the Maharashtra Apartment Rules 1971, hereinafter referred to as the said Rules.

16. AND WHEREAS the Grantor being the original owner of the said property who has actually executed the Development of the said property and therefore, is competent to execute this Deed of Declaration.

17. AND WHEREAS the Grantor has decided that the Carpet area Further, it is expressly agreed by the purchaser while entering into transaction of purchase of the said Flat that the area of the said Flat shall be calculated and measured on the basis of carpet area, which shall be calculated as follows :

Net carpet area of the Flat (Before Plaster) shall constitute the Net carpet area of a Flat. In respect of the constructed family units, on the basis of this criteria, the area of each family unit has been certified by the Architect appointed by the Grantor. (carpet area basis and area of the said premises is calculated as per the plans presented and presently approved by the authority. The carpet area is calculated including all the areas in the said premises including balcony, area of walls of flats and their passages of the said premises. The area includes W.C., Bath, internal passage etc.)

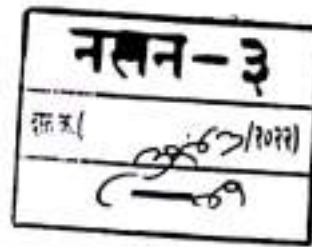
18. AND WHEREAS the said property along with the "YASHODA GARDEN APARTMENT" Commercial & Residential tenements existing thereon is here by submitted under the provisions of the "Maharashtra Apartment Ownership Act 1970" and hereinafter shall be known as the "YASHODA GARDEN APARTMENT" and shall have the following family units, common areas and facilities :-



L Family Units :-

Out of the total available FSI to the said "YASHODA GARDEN APARTMENT " Plotted area 1499.00 sq. meters, with T.D.R. 1648.90 Sq. Mtrs have been consumed by the grantor for the construction and there are total 2 Shops + 11 Row Bungalows and 4 Flats consists 2 wings as A & B wing for Commercial & Residential Use in the said "YASHODA GARDEN APARTMENT ". The said family units will be numbered consecutively from Hereinafter such family units will be referred to as family unit Type No. One, Family Unit No. Two, etc. respectively. The said family units are described hereinbelow :-

1. **Family unit Type No. 1 - Shop No.-1** valued for stamp duty at Rs.13,28,500/- It is a Shop on Ground floor, Carpet area admeasuring 34.11 sq. mtrs. with Absolute and exclusive right to use and enjoy the said Shop. Its main door has access to the North side corridor of the respectively floor. Name of the owner:-Unsold
2. **Family unit Type No. 2 - Shop No 2.-** valued for stamp duty at Rs.18,56,500/- It is a Shop on Ground floor, Carpet area admeasuring 47.67 sq. mtrs. with Absolute and exclusive right to use and enjoy the said Shop. Its main door has access to the North side corridor of the respectively floor. Name of the owner:-Unsold
3. **Family unit Type No. 3 - A wing- Flat No.-AF-1,** valued for stamp duty at Rs. 20,65,500/- It is a flat on First floor area admeasuring 63.75 sq. mtrs carpet with usable Floor area admeasuring 4.72 sq.mtrs. with allotted parking area admeasuring 7.00 sq.mtrs. Absolute and exclusive right to use and enjoy the said flat. Its main door has access to the East side corridor of the respectively floor. Name of the owner **UNSOLD**
4. **Family unit Type No. 4 - A wing- Flat No.-AF-2 ,** valued for stamp duty at Rs. 21,50,000/- It is a flat on First floor, area admeasuring 57.09 sq. mtrscarpet & usable Floor area admeasuring 8.70 sq.mtrs. with parking area admeasuring 7.00 sq. mtrs. before Completion . After Completion area admeasuring 65.37sq. mtrs carpet & usable Floor area admeasuring 9.01 sq.mtrs. with allotted parking area admeasuring 7.00 sq.mtrs. Absolute and exclusive right to use and enjoy the said flat. Its main door has access to the North side corridor of the respective floor. Name of the owner - **Meena Deepak More & Deepak Bhagwat More.** The agreement for sale was registered at Sr. No.4761, dated 22/09/2020 in Sub Registrar office Nashik - 3.
5. **Family unit Type No. 5 - A wing- Flat No.-AS-1,** valued for stamp duty at Rs.19,85,000/- It is a flat on Second floor area admeasuring 57.09



sq. mtrscarpet & usable Floor area admeasuring 4.3 sq.mtrs.with parking area admeasuring 7.00 sq. mtrs. before Completion .area admeasuring 63.75 sq. mtrs carpet with usable Floor area admeasuring 4.72 sq.mtrs. with allotted parking area admeasuring 7.00 sq.mtrs. Absolute and exclusive right to use and enjoy the said flat. Its main door has access to the East side corridor of the respectively floor. **Name of the owner- Mr. Amit Ramdrishna Fartale And Mrs. Surekha Amit Fartale.** The agreement for sale was registered at Sr. No.6709, dated 18/08/2021 in Sub Registrar office Nashik - 3.

6. **Family unit Type No. 8 - A wing - Flat No.-AS-2,** valued for stamp duty at Rs.19,85,000/-. It is flat on **Second floor**, area admeasuring 57.02 sq. mtrs carpet & usable Floor area admeasuring 8.70 sq.mtrs.with allotted parking area admeasuring 7.00 sq.mtrs. before Completion . After Completion area admeasuring 65.37sq. mtrs carpet & usable Floor area admeasuring 9.01 sq.mtrs. with allotted parking area admeasuring 7.00 sq.mtrs. Absolute and exclusive right to use and enjoy the said flat. Its main door has access to the **North** side corridor of the respective floor. **Name of the owner- Giriraj Janardhan Kakade & Janardhan Bhivaraji Kakade.**The agreement for sale was registered at Sr. No.2797, dated 11/06/2020 in Sub Registrar office Nashik - 3.

7. **Family unit Type No. 7 - A Wing-Row Bungalow No A-3** valued for stamp duty at Rs. 31,94,000/-. It is row bungalow area admeasuring 80.20 sq. mtrs carpet with land area 52.89 sq.mtrs before Completion . After Completion area admeasuring 61.26 sq.mtrs.& usable Floor area of attached balcony area admeasuring 14.04 sq.mtrs.and Staircase area admeasuring 23.4 sq.mtrs.with land area 52.89 sq.mtrs Absolute and exclusive right to use and enjoy the said Bungalow. Its main door has access to the **West** side corridor of the respective floor.**Name of the owner - Mr. Pritam Sampat Shinde & Pooja Pritam Shinde.** The agreement for sale was registered at Sr.No.10111, dated 10/12/2021 in Sub Registrar office Nashik - 3.

8. **Family unit Type No. 8 - Row Bungalow No A-4** valued for stamp duty at Rs. 31,94,000/- After Completion area dmeasuring 61.26 sq.meters , alongwith usable floor area of attached Balcony area admeasuring 14.04 sq. meters and Staircase area admeasuring 23.4 sq. meters with Land area admeasuring 52.89 Sq.Mtrs. Absolute and exclusive right to use and enjoy the said Bungalow. Its main door has access to the **West** side corridor of the respective floor.**Name of the owner.-Mr. SHANTARAM DIGAMBER AHER & MRS.MINAKSHI**

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आ.प्र. (३३६०२१)
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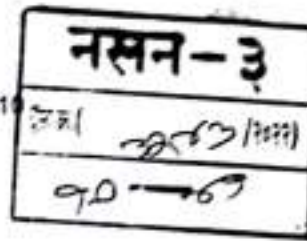
SHANTARAM AHER The agreement for sale was registered at Sr.No.1169, dated 04/02/2022 in Sub Registrar office Nashik - 3.

9. Family unit Type No. 9 - A Wing-Row Bungalow No A-5 valued for stamp duty at Rs. 31,94,000/- After Completion area admeasuring 61.26 sq.mtrs.& usable Floor area of attached balcony area admeasuring 14.04 sq.mtrs.and Staircase area admeasuring 23.4 sq.mtrs with Land area admeasuring 52.89 Sq.Mtrs. Absolute and exclusive right to use and enjoy the said Bungalow. Its main door has access to the West side corridor of the respective floor. Name of the owner.- **Mr. Saurabh Ravindra Madane and Swati Umakant More (Before Marriage) Mrs. Swati Saurabh Madane(After Marriage)**

10. Family unit Type No. 10 - A Wing - Row Bungalow No A-6 valued for stamp duty at Rs. 31,94,000/- area admeasuring 80.20 sq. mtrs carpet with land area 52.89 sq.mtrs before Completion. After Completion area admeasuring 61.26 sq.mtrs.& usable Floor area of attached Open balcony area admeasuring 14.04 sq.mtrs.and Staircase area admeasuring 23.4 sq.mtrs.with land area 52.89 sq.mtrs Absolute and exclusive right to use and enjoy the said Bungalow. Its main door has access to the West side corridor of the respective floor.Name of the owner.- **Rajesh Ramswarup Varma & Pinki Rajesh Varma.**The agreement for sale was registered at Sr. No.7627, dated 16/09/2021 in Sub Registrar office Nashik - 3.

11. Family unit Type No. 11 - A Wing-Row Bungalow No A-7 valued for stamp duty at Rs. 31,94,000/- area admeasuring 80.20 sq. mtrs carpet with land area 52.89 sq.mtrs before Completion. After Completion area admeasuring 61.26 sq.mtrs.& usable Floor area of attached open balcony area admeasuring 14.04 sq.mtrs.and Staircase area admeasuring 23.4 sq.mtrs. with land area 52.89 sq.mtrs Absolute and exclusive right to use and enjoy the said flat. Its main door has access to the West side corridor of the respective floor.Name of the owner.1) **Nareshkumar Ramsingh Choudhary** 2) **Poonam Nareshkumar Choudhary.** The agreement for sale was registered at Sr. No.7745, dated 20/09/2021 in Sub Registrar office Nashik - 3.

12. Family unit Type No. 12 - A Wing - Row Bungalow No A-8 valued for stamp duty at Rs. 34,00,000/- area admeasuring 83.32 sq. mtrs carpet with land area 92.98 sq.mtrs before Completion. After Completion area admeasuring 62.86 sq.mtrs.& usable Floor area of attached open balcony area admeasuring 14.32 sq.mtrs.and Staircase area admeasuring 23.88 sq.mtrs. with land area 92.98 sq.mtrs. Absolute and exclusive right to use and enjoy the said flat. Its main door has access to the West side corridor



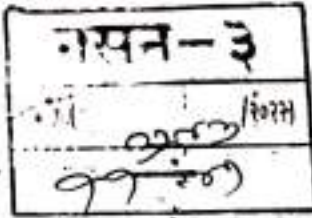
of the respective floor. Name of the owner. 1) Umesh Suresh Ahire 2) Asha Umesh Ahire. The agreement for sale was registered at Sr. No. 9522, dated 24/11/2021 in Sub Registrar office Nashik - 3.

13. Family unit Type No. 13 - B Wing - Row Bunglow No B-1 valued for stamp duty at Rs. 33,00,000/- area admeasuring 83.32 sq. mtrs carpet & usable floor area of attached balcony 13.32 sq. mtrs. with land area 67.04 sq. mtrs before Completion. After Completion area admeasuring 63.06 sq. mtrs. & usable Floor area of attached open balcony area admeasuring 8.72 sq. mtrs. and Staircase area admeasuring 24.9 sq. mtrs. with land area 63.06 sq. mtrs. Absolute and exclusive right to use and enjoy the said flat. Its main door has access to the North side corridor of the respective floor. Name of the owner - Gayatri Vikas Sapkal. The agreement for sale was registered at Sr. No. 2629 dated 01/06/2020 in Sub Registrar office Nashik - 3.

14. Family unit Type No. 14 - B Wing - Row Bunglow No B-2 valued for stamp duty at Rs. 32,63,500/- area admeasuring 63.06 sq. mtrs. & usable Floor area of attached open balcony area admeasuring 8.72 sq. mtrs. and Staircase area admeasuring 24.9 sq. mtrs. with land area 96.33 sq. mtrs. Absolute and exclusive right to use and enjoy the said Bunglow. Its main door has access to the North side corridor of the respective floor. Name of the owner - UNSOLD

15. Family unit Type No. 15 - B Wing - Row Bunglow No B-3 valued for stamp duty at Rs. 31,94,000/- area admeasuring 80.20 sq. mtrs carpet with land area 52.89 sq. mtrs before Completion. After Completion area admeasuring 62.40 sq. mtrs. & usable Floor area of attached open balcony area admeasuring 7.00 sq. mtrs. and Staircase area admeasuring 23.4 sq. mtrs. with land area 52.89 sq. mtrs. Absolute and exclusive right to use and enjoy the said Bunglow. Its main door has access to the East side corridor of the respective floor. Name of the owner - 1) Vijendrakumar Rohtash Sharma 2) Manorama Vijendrakumar Sharma. The agreement for sale was registered at Sr. No. 7628 dated 16/09/2021 in Sub Registrar office Nashik - 3.

16. Family unit Type No. 16 - B Wing - Row Bunglow No B-4 valued for stamp duty at Rs. 31,94,000/- area admeasuring 80.20 sq. mtrs carpet & usable floor area of attached balcony area admeasuring 14.04 sq. mtrs. with land area 52.50 sq. mtrs before Completion. After Completion area admeasuring 62.40 sq. mtrs. & usable Floor area of attached open balcony area admeasuring 7.00 sq. mtrs. and Staircase area admeasuring 11.7 sq. mtrs. with land area 52.50 sq. mtrs. Absolute and exclusive right to use



and enjoy the said Bungalow. Its main door has access to the East side corridor of the respective floor. **Name of the owner -1) Chhaya Yogesh More 2) Yogesh Namdev More.** The agreement for sale was registered at Sr. No.4474 dated 08/09/2020 in Sub Registrar office Nashik -3.

17. Family unit Type No. 17 - B Wing - Row Bungalow No B-5 valued for stamp duty at **Rs. 32,09,000/-**. After Completion area admeasuring 64.16 sq.mtrs. & usable Floor area of attached balcony area admeasuring 7.10 sq.mtrs. and Staircase area admeasuring 23.4 sq.mtrs. **with land area 93.05 sq.mtrs.** Absolute and exclusive right to use and enjoy the said Bungalow. Its main door has access to the East side corridor of the respective floor. **Name of the owner - UNSOLD**

II) Each of the above family unit owner shall have proportionate share in the common areas and facilities available to the said property and the building thereon. Each family unit shall be provided with water and Electricity connections along with internal common amenities as per their respective agreements. The measurements of the said family units shall be on the basis of carpet area and such areas shall be confirmed by the owners of their respective family units in terms of their agreements for sale to be executed individually the definition of carpet area is stated hereinabove Design, specification and boundaries of each family unit shall be as per the building plan approved for the construction of the said **"YASHODA GARDEN APARTMENT "** and attached here to Exh - A and each of the family unit shall have its own independent entrance and access, as shown in the said plan at Exh A and as well written in the here in above.

III) The unit holders shall have equal rights in the common staircase and landing place except the marginal open spaces, stilt, which have been allotted to the particular unit holders. The unit holders in the building shall not object and obstruct such allotment to any allottee by the Vendor.

IV) For performing any installation, alteration or repairs to the mechanical or electrical services, drainage, as well as water connection or any other such repairs etc. the unit holders who have been allotted the marginal spaces, parking places, stilt, etc. will not take any objection for entry into such places for such installation, alteration or repairs as mentioned above. Provided that requests for entry are made in advance and that such entris at a time convenient to such owners. In case of an emergency, such right of entry shall be immediate. It will be the duty of all the unit holders/managers after the work of installation, alteration or repair is over, such places must be maintained as were before the work was done.

COMMON AREAS AND FACILITIES :-

Following described areas and facilities shall be treated as properties of all the family unit owners and each family unit owner shall have his interest and right in the said common areas and facilities, proportionate to his ownership percentage as described in detail, hereinafter. The following common areas and facilities located throughout the building.

- a. The parcel of land described in schedule of this deed excluding the land area of Row Banglows.
- b. The overhead water Tank constructed on the top of "YASHODA GARDEN APARTMENT"
- c. The underground water Tank, constructed on ground space along with the electrical motor fittings and plumbing system thereof in the "YASHODA GARDEN APARTMENT"
- d. Plumbing network throughout the said "YASHODA GARDEN APARTMENT"
- e. Electric wiring at all the common spaces upto the entrance of each family unit along with main electric supply upto meter box.
- f. Compound wall with gates.
- g. Terrace
- h. Foundation columns and roofs along with all common walls, as shown on the plan at Exh. A.

The open ground space around existing building will be the common ground space available to the said "YASHODA GARDEN APARTMENT" and which shall be used as an access for the interrace of the said "YASHODA GARDEN APARTMENT" " However the said open space shall be available to with the right to enjoy it as an open space only without causing any obstruction thereon so as to cause any hurdle for moving ground other vacant parts of the said property therefore the right for enjoyment of the common open space is granted under this Deed of Declaration as said property there fore, the right for enjoyment of the common areas and facilities.

RESTRICTED AREAS AND FACILITIES :-

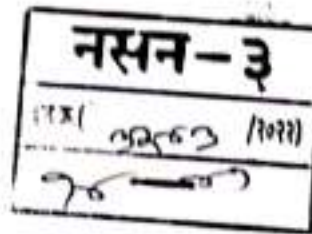
- * Allotted Parking to each flat/ unit owner
- * Allotted land area to each Row Banglow.

The other apartment owners shall never claim any right in the aforesaid restricted rights.



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

Family Unit No.	Floor	Area In Carpet(Sq. mtrs)	Ownerships & voting Right
1) Shop No.1	Ground	34.11	3.33%
2) Shop No.2	Ground	47.67	4.65%
3) Flat No.AF-1	First	63.75	6.22%
4) Flat No.AF-2	First	65.37	6.39%
5) Flat No.AS-1	Second	63.75	6.22%
6) Flat No.AS-2	Second	65.37	6.39%
7) Row Bungalow A-3	A wing	61.26	5.98%
8) Row Bungalow A-4	A wing	61.26	5.98%
9) Row Bungalow A-5	A wing	61.26	5.98%
10) Row Bungalow A-6	A wing	61.26	5.98%
11) Row Bungalow A-7	A wing	61.26	5.98%
12) Row Bungalow A-8	A wing	62.86	6.13%
13) Row Bungalow B-1	B wing	63.06	6.16%
14) Row Bungalow B-2	B wing	63.06	6.16%
15) Row Bungalow B-3	B wing	62.40	6.09%
16) Row Bungalow B-4	B wing	62.40	6.09%
17) Row Bungalow B-5	B wing	64.16	6.27%



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

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

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

20. That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act 1970, so that the family units of ground and Two upper floors may be conveyed and registered as individual properties capable of independent use on account of each having its own exist 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.

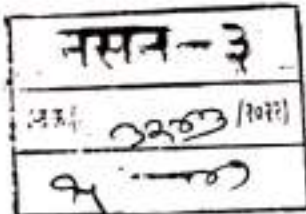
21. That for the purpose of stamp duty and registration fees to be imposed on the registration of this Deed in the register of Declaration and Deed of Apartment under Sec. 13 (5) the Government value of the "YASHODA GARDEN APARTMENT" is distributed as follows:

parcel of Land described in Para I Here in above is valued at Rs. /

The Building described in plan Exh A valued at Rs. 4,69,01,000/-

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

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



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

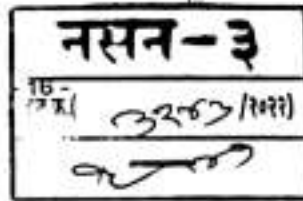
25. That each Apartment owner shall comply with the provisions of this declaration, the by-laws decisions and resolutions of the Association of Apartment owners of its representative and failure to comply with any such provisions decisions or resolutions, shall be grounds for an action to recover sums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

26. 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. The said property is not disputed any court matters .

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

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

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



taker basis provided that said lease or leave and licence or care taker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the by-laws in Exhibit B attached hereto.

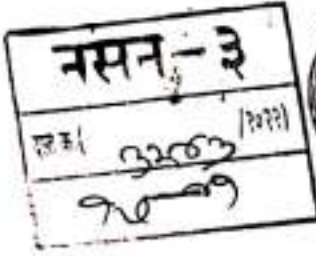
30. That if the property, subject to the plan of apartment ownership is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

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

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

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

34. The service of the notice and/ of summons or any type of the correspondence will be made at the address above mentioned of the persons concerned and/or the addresses subsequently informed by the Apartment



- 17 -

Owners to the Board of Managers in writing.

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

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED GRANTOR OWNER

ADITI DEVELOPERS PROPRIETARY FIRM
Through It's Proprietor
VIJAY MARUTIRAO RAUT

Grantor Owner

On 21/12



1. 
(Abhijit V. Raut) WITNESSES

2. 

SCHEDULE OF THE SAID PROPERTY

(Hereinabove refereed to)

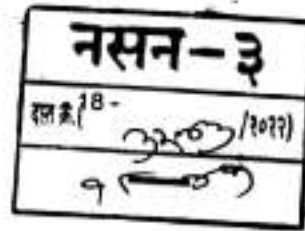
All that piece and parcel of land bearing Gat No. 578/B/2 having area admeasuring 0 H.14.99 R i.e. 1499.00 sq.mtrs.lying and being at Adgaon within the Limits of Nashik Municipal Corporation Nashik and the Registration & Sub-Registration District of Nashik Taluka & Dist.Nashik. which property is bounded as shown below :-

On or towards East	:	Adjacent Gat.No. 580
On or towards West	:	Adjacent Gat.No. 578/B /3
On or towards South	:	Adjacent Gat.No. 573
On or towards North	:	Adjacent 18 meters D.P. Road

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

EXHIBIT "B"

BY LAWS OF "YASHODA GARDEN APARTMENT"



CHAPTER 1

1) SHORT TITLE & APPLICATION :-

These By-laws may be called the By-laws of the "YASHODA GARDEN APARTMENT" The provisions of these By-laws apply to "YASHODA GARDEN APARTMENT "

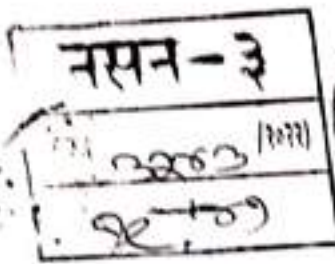
All presents or future owners, tenants, future tenants or their employees or any other persons that might use the facilities of the building in any manner, are subject to the regulations set forth in these By-laws.

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

2. DEFINITIONS :-

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

- a. "Act" means the Maharashtra Apartment Ownership Act, 1970.
- b. "Association" means the association of all the Apartment Owners constituted by such owners for the purpose of the "YASHODA GARDEN APARTMENT"
- c. "Board" means a Board of Managers consisting of 5 persons all of them who shall be owners of apartment in the YASHODA GARDEN APARTMENT"
- d. "Building" means the building located at Gat No. 578/B/2 having area admeasuring 0H.14.99RLe. 1499.00 sq.mtrs.lying and being at Adgaon , within the Limits of Nashik Municipal Corporation Nashik and the Registration & Sub-Registration District of Nashik Taluka & Dist.Nashik. and known As the " YASHODA GARDEN APARTMENT" and includes and land forming part thereof.
- e. "Declaration" means the declaration which the sole owners of the building or all the owners of the building have executed and registered as provided in the Section 2.
- f. "Majority of Owners" means those owners holding 51 percent of the votes in accordance with the percentage assigned in the Declaration.
- g. "Owner" or "Apartment Owner" means the person owing an apartment in the " YASHODA GARDEN APARTMENT"



- h. "Section" means a section of the Act.
- i. "Unit means a family unit in the **"YASHODA GARDEN APARTMENT"**
- j. "Registrar" means the Registrar of the Co-Op. Societies.
- 2) Words & expression used in these By-laws but not defined therein shall have the meaning respectively assigned to them in the act.

3) Apartment Ownership.

The Building located on the Gat No. 578/B/2 having area admeasuring 0H.14.99Ri.e. 1499.00 sq.mtrs.lying and being at Adgaon within the Limits of Nashik Municipal Corporation Nashik and the Registration & Sub-Registration District of Nashik Taluka & Dist.Nashik, known as the **"YASHODA GARDEN APARTMENT "**

is submitted to the provisions of the Act.

4) OBJECT OF ASSOCIATION :-

1) The object of the association shall be

a. To be and to act as the association of the Apartment Owners of the building called **" YASHODA GARDEN APARTMENT "**

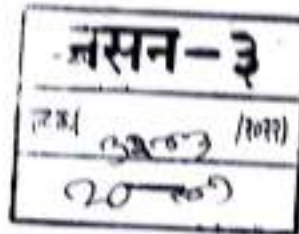
SGat No. 578/B/2 having area admeasuring 0H.14.99Ri.e. 1499.00 sq.mtrs.lying and being at Adgaon, within the Limits of Nashik Municipal Corporation Nashik and the Registration & Sub-Registration District of Nashik Taluka & Dist.Nashik. (Hereinafter called the "Said Building") who have filed their respective Delcarations Submitting their apartments to the provisions of the Act.

b. To invest or deposit moneys.

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

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

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



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

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

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

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

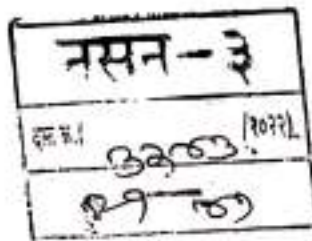
2. The association shall not act beyond the scope of its objects without duly amending the provisions of these By-laws for the purpose.

5. MEMBERS OF THE ASSOCIATION :-

1. All persons who have purchased apartments in the "YASHODA GARDEN APARTMENT" & 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 and may purchase at least one share of the face value of Rs. 100/- each. Each apartment owner shall receive a copy of the By-laws on payment of one hundred rupees. In case any member wants to transfer his unit then minimum amount of Rs 25,000/- or any higher amount as decided by the Association has to be paid to the building maintenance fund.

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

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



apartment owner shall be entitled to appoint a guardian of such minor.

6. JOINT APARTMENT OWNERS :-

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

7. HOLDING OF ONE SHARE COMPULSORY :-

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 of 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 of any sum due from him in respect of his contributions for common expenses, for more than sixty days on the last day of the year preceding the year in which the elections to the Board would take place.

CHAPTER - II

VOTING QUORUM AND PROXIES

9. VOTING :-

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

10. QUORUM :-

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

11. VOTES TO BE CAST IN PERSON :-

Votes shall be cast in person.

CHAPTER III

ADMINISTRATION

12. POWERS & DUTIES OF THE ASSOCIATION :-

The association shall have the responsibility of administering the

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"YASHODA GARDEN APARTMENT " approving the annual budget establishing and collecting monthly easements and arranging for the management of the Condominium in an efficient manner. Except as otherwise provided, resolutions of the association shall require approval by a majority of the owners, casting votes in person.

13. PLACE OF MEETING :-

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

14. ANNUAL MEETINGS :-

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

15. SPECIAL MEETING :-

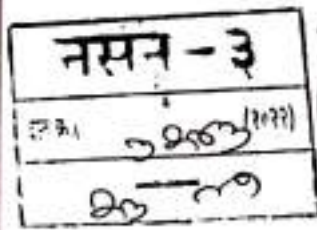
It shall be the duty of the President to call a special meeting of the Apartment Owners as directed by the resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Housing Commissioner, or as the case may be the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

16. NOTICE OF MEETING :-

It shall be the duty of the secretary to mail or send a notice of each annual of each annual or special meeting, stating the purpose 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 days prior to such meeting. The mailing or sending of a notice in the manner provided in this by law shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be the Registrar.

17. ADJOURNED MEETINGS :-

If any meeting of any owners cannot be organised because of a



quorum has not attended the owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called, if at such adjourned meeting also no quorum is present the owners present in person being not less than two shall form a quorum.

18. ORDER OF BUSINESS :-

The order of business at all meetings of the owners of 17 units shall be as follows:

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

CHAPTER IV

BOARD OF MANAGERS

19. MANAGEMENT OF ASSOCIATION : -

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

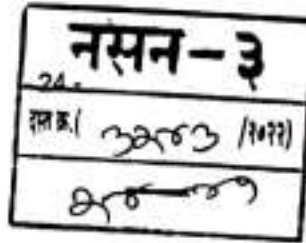
20. POWERS & DUTIES OF THE BOARD :-

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

21. OTHER DUTIES :-

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

- a) Care, upkeep & surveillance of the YASHODA GARDEN APARTMENT and the common areas and facilities and the restricted common areas and facilities.



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

22. APPOINTMENT OF A MANAGER :-

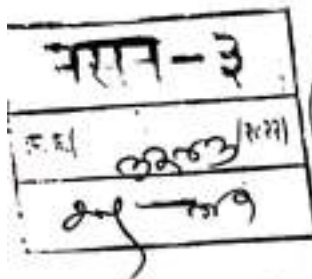
The Board may employ for the association a manager at a compensation determined by the Board to perform such duties and services as the board shall authorise including but not limited to the duties listed in the bye-law 21.

23. ELECTION & TERM OF AN OFFICE :-

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

24. VACANCIES :-

Vacancies in the Board caused by any reason other than the removal of manager by a vote of the association shall be filled by vote of the majority



of the remaining managers even though they may constitute less than quorum and each person so elected shall be a manager until a successor is elected at the next annual meeting of the association.

25. REMOVAL OF MANAGERS :-

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

26. ORGANISATION MEETING :-

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

27. REGULAR MEETING :-

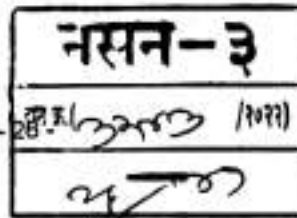
Regular meeting of the Board may be held at such time and place as shall be determined, from time to time by a majority of manager, but at least two such meeting shall be held during each year. Notice of regular meeting of the board shall be given to each manager, personally or by mail or by telegraph,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

28. SPECIAL MEETING :-

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

29. WAIVER OF NOTICE :-

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



30. QUORUM :-

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

31. FIDELITY BONDS :-

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

CHAPTER V

OFFICERS

32. DESIGNATION :-

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

33. ELECTION OF OFFICERS :-

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

34. REMOVAL OF OFFICERS :-

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

35. PRESIDENT :-

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

36. VICE PRESIDENT :-

The Vice President shall take the place of the President and Perform his duties whenever the President shall be absent or unable to act. If neither and President nor 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 the Board.

37. 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 to the deposit of all moneys and other valuable effects in the name and to the credit and the association in such depositaries 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 "YASHODA GARDEN APARTMENT "

which may include an insurance premium for a policy to cover repair 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