

341/3058

पावती

Original/Duplicate

Tuesday, May 10, 2022

मोदणी रु. 300

10:41 AM

Regn. 30M

पावती क्र.: 6722

दिनांक: 10/05/2022

गावाचे नाव: भुससळ

इमनेकडाला अनुक्रमांक: वसत4-5058-2022

इमनेकडाला प्रकार: धोषगायब

मादर कारणा-द्वारे नाव: 2. श्री. संदीप तुळशीराम पाटील - -

मोदणी फी

रु. 100.00

इमनेकडाला फी

रु. 320.00

पुलांची संख्या: 16

एकूण:

रु. 420.00

जपनाम मुळ वस्त, पंचनेम प्रिंट, मुची-२ अंदाजे

10:59 AM हा वेळेत मिळेल.

वाजत मूल्य: रु. 1/-

मोबदला रु. 0/-

नगनेने मुद्रांक मूल्य: रु. 100/-

सह. बुरखान निमंत्रण कार्य-२

नामशिक-४.

1) देवदाता प्रकार: DHC रकम: रु. 320/-

सीसी/धनादेश/पि सीईर क्रमांक: 0905202212035 दिनांक: 10/05/2022

विक्रीचे नाव व पत्ता:

2) देवदाता प्रकार: eChallan रकम: रु. 100/-

सीसी/धनादेश/पि सीईर क्रमांक: MH001631867202223E दिनांक: 10/05/2022

विक्रीचे नाव व पत्ता:

मुळ वस्त परत

341/5058

इतर
पावती

Original/Duplicate

Tuesday, 10 May 2022 1:25 PM

नोंदणी क्र. : 39म

Regn. : 39M

पावती क्र.: 6745 दिनांक: 10/05/2022

दावाचे नाव: -मृतरुळ

दस्तावेजाचा अनुक्रमांक: नसन4-5058-2022

दस्तावेजाचा प्रकार : पोषणापत्र

मादर करण्याच्या नावा: 2. श्री. संदीप तुळशीराम पाटील - -

वर्षात

दस्त हाताळणी फी

रु. 440.00

एकूण:

रु. 440.00

Joint Sub Registrar Nashik 4

1): देवळाचा प्रकार: DHC रकम: रु.440/-

डीडी/बनादेश/पि ऑर्डर क्रमांक: 0905202210858 दिनांक: 10/05/2022

बँकेचे नाव व पत्ता:

ਸਾਹਿਬੀ ਭਾਸ਼ਾ : ਗੁਰਮੁਖੀ

[illegible]

501

नौदण्डी नलनधी प्रथम प्रत

विषयकीय अभिलेखातील प्रत
मर्यादित वस्तुस्थिति नव्याकाल

राष्ट्र-पुनर्गठन निबंधक वर्ग-ए

संस्थापक अध्यक्ष: विद्याभारती शिक्षण संस्था, मुंबई

[illegible][illegible]

100



नस-४		
पत्र/	५०५८	१५१९
२	—	३८



M/s. Tulse Construction, Partnership firm, Through its Partner,
Pan No. AAHFT 3069 P

1. Mr. Rohit Dinkar Pagar

Age : 32 Yrs. Occ. Builders & Developers

2. Mr. Sandeep Tulsiram Patil

Age : 34 Yrs. Occ. Builders & Developers

Both R/o. Rajvabhav Row Bungalows, Durga nagan Shwamathar
nagar, Near RTO office, Pejh road, Nashik.

Who are the grantors and also hereinafter for the sake of brevity
referred to as the BUILDER GRANTOR

I. WHEREAS The Grantor/Builder Tulse Construction, Partnership
firm (hereinafter referred to as the land owner) is the absolute and
exclusive owner and otherwise well and sufficiently entitled to all that
piece and parcel of the vacant land, bearing Plot No. 1+2 total area admi.
1233.75 sq.mtrs. out of S. No. 204/13+14 situated at Mhasrul Tal. & Dist.
Nashik, more particularly described in the first schedule written hereunder
and hereinafter referred to as the said property.

M/s. Tulse Construction, Partnership firm, through its partner
Mr. Sandip Tulsiram Patil & others have purchased the said plots i.e. Plot
No. 1 & 2 from Mr. Prakash Vashayatmal Nagara by way of sale deed
dated : 02/04/2019 registered in the office of SRO Nashik at Sr. No.
3008/2019 & accordingly their name was entered into record of rights.

Collector of Nashik has granted N.A. permission to the said survey
number vide No. Masha/Kaksha 38/L.A.P.No. /1416 /1995 dt. 23/04/1995
Layout plan of the said survey number has been approved by Nashik
Municipal Corporation Nashik as per Letter No. Jarak Number/
Nagamachana Vibhag/Final /448/5157 dated : 08/02/1995.

AND WHEREAS as such the Grantor/land owner has 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 at
such price and the terms and conditions as he may deem fit and has right
to construct a building on the said property and sell the constructed
premises and to appropriate the sale proceeds thereof.

नसन-४		
पत्रां	५०५८	(१०५८)
३	—	१८



AND WHEREAS the developer has prepared a building plan and the said building plan has been approved by the Nashik Municipal Corporation under Commencement Certificate No. LND /BP/C2/1097/ 2019 dt. 17/10/2019 and as per the building plan the grantor has commenced the construction on the said property named as Tulsi Ratna Apartment and obtained completion certificate vide anvi/C2/29504 dated 31/01/2022. (hereinafter referred to as the said building) consisting of Ground and upper Floor having residential flats.

The grantor has constructed the said building for residential & commercial purpose in accordance with the sanctioned building plan, on the said piece of land, for use and occupation for residential purpose. The said building consists of Ground + 7th floors, having total carpet area 4028.21 sq. mtrs.

All the units are capable of independent use and occupation on account of they having their own exit to the common areas and facilities and lead up to the main exit of the property. The units will be owned by one or more persons, each having a particular and exclusive property thereto, each apartment constituting heritable and transferable immovable property, within the meaning of common law for the time being in force in the state and also the undivided share in the general and /or restricted common areas and facilities of the building as enumerated herein below, necessary for their adequate use and enjoyment and hereinafter referred to as the General and / or restricted common areas and facilities at the same in accordance with the Maharashtra Apartment Ownership Act 1970.

IV. That this condominium shall be known as Tulsi Ratna and that the family units and common areas and facilities of the said project will be as under.

There are 40 Flats, 9 Shops, 4 Basement store and 1 office in Building of Tulsi Ratna Apartment and having common entrance, common partitioned walls, allotted parking, common staircase, lift, solar panel & terrace facility.

The area and such other details of each family units of Tulsi Ratna Apartment described in detail hereunder :

नसम-४	
सम ५०५८	मसम
४	३८



4.

BASEMENT

1. Shop/Store No. 1 carpet area adm. 51.36 sq. mtr. in basement floor in the building known as Tulsi Ratna Apartment-UNSOLD.
2. Shop/Store No. 2 carpet area adm. 79.40 sq. mtr. in basement floor in the building known as Tulsi Ratna Apartment-UNSOLD.
3. Shop/Store No. 3 carpet area adm. 60.51 sq. mtr. in basement floor in the building known as Tulsi Ratna Apartment-UNSOLD.
4. Shop/Store No. 4 carpet area adm. 28.53 sq. mtr. in basement floor in the building known as Tulsi Ratna Apartment-UNSOLD.

SHOPS

1. Shop No. 1 carpet area adm. 26.72 sq. mtr. + Mezzanine floor area Adm. 31.02 sq. mtrs. on ground & 1st floor in the building known as Tulsi Ratna Apartment -UNSOLD.
2. Shop No. 2 carpet area adm. 27.33 sq. mtr. + Mezzanine floor area Adm. 32.30 sq. mtrs. on ground & 1st floor in the building known as Tulsi Ratna Apartment -UNSOLD.
3. Shop No. 3 carpet area adm. 25.38 sq. mtr. + Mezzanine floor area Adm. 22.94 sq. mtrs. on ground & 1st floor in the building known as Tulsi Ratna Apartment -UNSOLD.
4. Shop No. 4 carpet area adm. 29.83 sq. mtr. + Mezzanine floor area Adm. 27.37 sq. mtrs. on ground & 1st floor in the building known as Tulsi Ratna Apartment -UNSOLD.
5. Shop No. 5 carpet area adm. 22.65 sq. mtr. + Mezzanine floor area Adm. 22.14 sq. mtrs. on ground & 1st floor in the building known as Tulsi Ratna Apartment -UNSOLD.
6. Shop No. 6 carpet area adm. 29.89 sq. mtr. + Mezzanine floor area Adm. 27.37 sq. mtrs. on ground & 1st floor in the building known as Tulsi Ratna Apartment -UNSOLD.
7. Shop No. 7 carpet area adm. 25.48 sq. mtr. + Mezzanine floor area Adm. 22.94 sq. mtrs. on ground & 1st floor in the building known as Tulsi Ratna Apartment -UNSOLD.
8. Shop No. 8 carpet area adm. 30.54 sq. mtr. + Mezzanine floor area Adm. 31.39 sq. mtrs. on ground & 1st floor in the building known as Tulsi Ratna Apartment -UNSOLD.
9. Shop No. 9 carpet area adm. 31.53 sq. mtr. + Mezzanine floor area Adm. 31.02 sq. mtrs. on ground & 1st floor in the building known as

नसन-४	
५०५८	१९९१
५८	५८



Tulsi Ratna Apartment -UNSOLD

OFFICE

1. Office No. 1 carpet area adm. 27.24 sq. mtr. in basement floor in the building known as Tulsi Ratna Apartment-UNSOLD.

FLATS

1. Flat No. 1+2 total carpet area adm. 79.72 sq. mtr. alongwith balcony area adm. 19.325 sq. mtrs. on first floor in the building known as Tulsi Ratna Apartment, owned by Mr. Mohan Paopad Chaudhari. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 1858/2022 dt. 22/02/2022.

2. Flat No. 3+4 total carpet area adm. 79.72 sq. mtr. alongwith balcony area adm. 21.225 sq. mtrs. on first floor in the building known as Tulsi Ratna Apartment -UNSOLD.

3. Flat No. 5+6 total carpet area adm. 79.72 sq. mtr. alongwith balcony area adm. 19.325 sq. mtrs. on 2nd floor in the building known as Tulsi Ratna Apartment -UNSOLD.

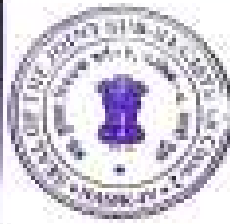
4. Flat No. 7 carpet area adm. 79.95 sq. mtr. alongwith balcony area adm. 16.25 sq. mtrs. + Terrace area Adm. 29.65 sq. mtrs. on 2nd in the building known as Tulsi Ratna Apartment owned by Mr. Sachin Chandrakant Pawar & Sanka Sachin Pawar. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 10170/2020 dt. 17/12/2020.

5. Flat No. 8 carpet area adm. 97.09 sq. mtr. alongwith balcony area adm. 16.25 sq. mtrs. + Terrace area Adm. 29.65 sq. mtrs. on 2nd in the building known as Tulsi Ratna Apartment owned Ankil Pravin Doshi. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 5416/2021 dt. 09/06/2021.

6. Flat No. 9+10 total carpet area adm. 79.79 sq. mtr. alongwith balcony area adm. 21.225 sq. mtrs. on 2nd in the building known as Tulsi Ratna Apartment -UNSOLD.

7. Flat No. 11+12 total carpet area adm. 79.72 sq. mtr. alongwith balcony area adm. 19.325 sq. mtrs. on 3rd in the building known as Tulsi Ratna Apartment, owned by Mrs. Sunita Shashikant Kothawade. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 11319/2020 dt. 29/11/2021.

नसम-४	
पत्रांक	५०५८/१९१९
६	३८



6..

8. Flat No. 13 carpet area adm. 79.95 sq. mtr. alongwith balcony area adm. 22.95 sq. mtrs. on 3rd floor in the building known as Tulsi Ratna Apartment -owned by Sandhya Atish Londhe alias Sandhyadevi Pundlikrao Sonkamble. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 10427/2020 dt. 21/12/2020.

9. Flat No. 14 carpet area adm. 97.09 sq. mtr. alongwith balcony area adm. 22.95 sq. mtrs. on 3rd floor in the building known as Tulsi Ratna Apartment owned by Mrs. Sunita Shashikant Kothawade. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 11320/2020 dt. 29/11/2021.

10. Flat No. 15+16 carpet area adm. 79.79 sq. mtr. alongwith balcony area adm. 21.225 sq. mtrs. on 3rd floor in the building known as Tulsi Ratna Apartment owned by Mrs. Achyutrao Haribhau Gite and Pallavi Haribhau Gite. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 8091/2021 dt. 16/09/2021.

11. Flat No. 17+18 total carpet area adm. 79.95 sq. mtr. alongwith balcony area adm. 19.325 sq. mtrs. on 4th floor in the building known as Tulsi Ratna Apartment-, owned by Mr. Dhanesh Prakashchand Jain. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 11370/2020 dt. 30/11/2021.

12. Flat No. 19 carpet area adm. 79.95 sq. mtr. alongwith balcony area adm. 22.95 sq. mtrs. on 4th floor in the building known as Tulsi Ratna Apartment owned by Mr. Vijay Sundarrao Pachore and Sujata Vijay Pachore. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 10171/2020 dt. 17/12/2020.

13. Flat No. 20 carpet area adm. 97.09 sq. mtr. alongwith balcony area adm. 22.95 sq. mtrs. on 4th floor in the building known as Tulsi Ratna Apartment owned by Mrs. Priyanka Prabhakar Khairnar. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 10968/2020 dt. 29/12/2020.

14. Flat No. 21+22 total carpet area adm. 79.79 sq. mtr. alongwith balcony area adm. 22.225 sq. mtrs. on 4th floor in the building known as Tulsi Ratna Apartment owned by Mrs. Kavari Vikas Jagtap. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 1534/2021 dt. 02/02/2021.

15. Flat No. 23+24 total carpet area adm. 79.72 sq. mtr. alongwith balcony area adm. 19.325 sq. mtrs. on 5th floor in the building known as

नसन-४

पृष्ठ ५०५८ (पृष्ठ १)

७



7..

Tulsi Ratna Apartment owned by Mrs. Shrikant Sanjay Pawar. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 10165/2021 dt. 17/12/2021.

16. Flat No. 25 total carpet area adm. 79.95 sq. mtr. alongwith balcony area adm. 22.95 sq. mtrs. on 5th floor in the building known as Tulsi Ratna Apartment owned by Mrs. Shrikant Sanjay Pawar. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 9440/2020 dt. 03/12/2020.

17. Flat No. 26 total carpet area adm. 97.09 sq. mtr. alongwith balcony area adm. 22.95 sq. mtrs. on 5th floor in the building known as Tulsi Ratna Apartment owned by Mrs. Kavita Rajendra Kalantri and Rajendra Chandulal Kalantri. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 10096/2020 dt. 10/12/2020.

18. Flat No. 27+28 total carpet area adm. 75.79 sq. mtr. alongwith balcony area adm. 22.225 sq. mtrs. on 5th floor in the building known as Tulsi Ratna Apartment owned by Mrs. Suvarna Kiran Kadlag and Ajay Kiran Kadlag. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 10166/2020 dt. 17/12/2020.

19. Flat No. 29+30 total carpet area adm. 79.72 sq. mtr. alongwith balcony area adm. 19.325 sq. mtrs. on 6th floor in the building known as Tulsi Ratna Apartment owned by Mrs. Meena Sitaram Nkam. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 8170/2020 dt. 29/10/2020.

20. Flat No. 31 total carpet area adm. 79.95 sq. mtr. alongwith balcony area adm. 24.95 sq. mtrs. on 6th floor in the building known as Tulsi Ratna Apartment, owned by Mr. Suraj Dadaji Aher. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 1667/2020 dt. 23/03/2020.

21. Flat No. 32 total carpet area adm. 97.09 sq. mtr. alongwith balcony area adm. 22.95 sq. mtrs. on 6th floor in the building known as Tulsi Ratna Apartment owned by Mrs. Yogesh Khanderao Ghule & Sangita Yogesh Ghule. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 7116/2020 dt. 30/09/2020.

22. Flat No. 33+34 total carpet area adm. 79.79 sq. mtr. alongwith balcony area adm. 21.225 sq. mtrs. on 6th floor in the building known as Tulsi Ratna Apartment -UNSOLD.

नस-४	
क्रमा. ५०५	मिति १९९९
८ - १ - २००८	



.8.

23. Flat No. 35+36 total carpet area adm. 79.72 sq. mtr. alongwith balcony area adm. 10.325 sq. mtrs. on 7th floor in the building known as Tulsī Ratna Apartment –UNSOLD.

24. Flat No. 37 total carpet area adm. 79.95 sq. mtr. alongwith balcony area adm. 22.95 sq. mtrs. on 7th floor in the building known as Tulsī Ratna Apartment owned by Mrs. Virendra Madhavsing Gらせ. Agreement Registered in the office of Sub-Registrar Nashik at Sr. No. 3927/2020 dt. 23/03/2021.

25. Flat No. 38 total carpet area adm. 124.70 sq. mtr. alongwith balcony area adm. 22.95 sq. mtrs. +Terrace area Adm. 98.573 on 7th floor in the building known as Tulsī Ratna Apartment –UNSOLD.

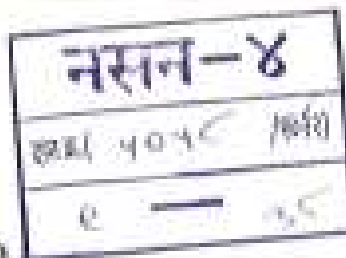
26. Flat No. 39+40 total carpet area adm. 79.78 sq. mtr. alongwith balcony area adm. 21.225 sq. mtrs. on 7th floor in the building known as Tulsī Ratna Apartment –UNSOLD.

V. The said Building is having approach entrance / main Gate of the building as per building plan, having total carpet area adm. 1271.23 Sq. Mtrs. having parking spaces on ground floor of the each family unit.

The area of the said total common land is as per the approved building plan annexed herewith. The septic tank is constructed underground for the Building separately. The plumbing network, electric network throughout the each unit, with separate lights and electric fittings. Plot area shall remain undivided and no owner shall bring any action against common use.

The building have been constructed on the basis of F.S.I. proportionate as 1:1 in case, of any increase in the F.S.I. rules, thereby allowance of further construction, the said right of further construction over the said project is strictly reserved by the GRANTOR in that case, the GRANTOR will have exclusive right to construct the upper floors by using balance FSI over the terrace of the building and dispose off either constructed portion or the right to construct, in any manner at the pleasure of the GRANTOR.

The Grantor/Builder is entitled to use the said terrace for launching / installing Mobile Tower and to receive the consideration thereof and retained the same for himself. So also the Grantor is entitled to raise additional construction if any, over the said terrace or to give the said terrace premises on lease, no family unit holder shall raise any objection for the same.



9.

The Grantor/Builder has been provided 12 k. w. Solar Pannel system to the members of said building. out of which flat owners can use only 10 k.w. vat electricity. And remaining 2-k w electricity can use only shop owners.

The Builders/Grantor also provided only one motor cycle parking for flat owners in basement. And remaining motor cycle parking reserve for only shop No. 1 to 7 owners.

Shop owner have paid one time maintenance charges of Rs 40,000/- And also paid 10,000/- for electric solar connection to the said grantor/builder. And thereafter there is no neediable to pay extra maintenance charges.

Front side area of the shops strictly reserve for shop owners only. No flat owners shall raise any objection for the same.

In basement there is one shop/store, nobody shall use the same for any illegal purpose.

The apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment are not encumbered in any manner whatsoever on the date of this declaration.

The Administration of Tulsī Ratna condominium consisting as aforesaid of the Building and parcel of land described in above paragraphs 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.

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 may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to a common area and facility of the said project, each family unit owner having an exclusive and particular right, title and interest whatsoever his respective family unit and in addition the specified undivided interest in the common areas and facilities and / or restricted common areas and facilities. That so long as the Grantor shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto and the Grantor covenant 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

नमून-४	
श.स. ५०५	१९९३
५०	३८



10..

or other rights assigned to the Association by reason of the establishment of the Condominium. That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

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

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

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

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 instruments.

VII. 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 restricted common areas and facilities or by the abandonment of his family unit.

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.

That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this deed and that the mere acquisition or

नसन-४	
क्र. ५०५८	१९८१
१३	२८



,11..

rental of any of the family units or the mere act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and ratified. The respective family unit shall not be rented or given on leave and license 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 foregoing obligations, the apartment owners of the respective family units 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.

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.

VIII. 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 mortgagee against the owner of such family unit, then neither the mortgagee nor the purchaser who derives title to the family units at such sale, or his successors or assigns shall be liable, for assessments by the association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be sub-ordinate to such mortgage.

IX. That in a voluntary conveyance of a family units, 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 share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the Grantor the amounts paid by the Grantee thereof, However, any such grantee shall be entitled to a statement from the Manager or Board of

नसन-४

कार्ड ५०५६ / १९९३

५२ — ५६



.12..

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 be 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.

X. The Manager or Board of Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering family units but without prejudicial to the right of the owner of a family unit to obtain individual family unit insurance.

The Manager, or Board of Managers of the coverage shall be a common expense to be paid by monthly assessment levied by the Association of Apartment Owners, and that such payment shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

XI. That the right, title, interest of each of the family unit in general common area as and facilities mentioned above and common expenses for the same as well as the proportionate representation for voting purpose in the meeting of the Association of Apartment owner of said Condominium is equal based on the all family units, and each owner have proportionate ownership right over the said plot on which the said Scheme has been constructed.

VOTING SHARES :

Basement

No.	Name.	%
1.	UNSOLD	1.40
2.	UNSOLD	2.16
3.	UNSOLD	1.66
4.	UNSOLD	0.77

Shop

No.	Name.	%
1.	UNSOLD	1.57
2.	UNSOLD	1.62
3.	UNSOLD	1.32
4.	UNSOLD	1.56

नसुन-४	
सुललु: ५०-५६	१०११॥
१३	६६



13.

5.	UNSOLD	1.22
6.	UNSOLD	1.56
7.	UNSOLD	1.32
8.	UNSOLD	1.69
9.	UNSOLD	1.70

Office

No.	Name.	%
1.	UNSOLD	0.74

Flat

No.	Name.	%
1+2.	Mohan Popat Chaudhari	2.70
3+4.	UNSOLD	2.76
5+6.	UNSOLD	2.70
7.	Sachin Chandrakant Pawar	
	Sarika Sachin Pawar	3.43
8.	Ankit Pravin Doshi	3.90
9+10	UNSOLD	2.76
11+12	Sunita Shashkant Kothawade	2.70
13.	Sandhya Atish Londe	2.86
14.	Sunita Shashkant Kothawade	3.28
15+16.	Achyutrao Haribhau Gile	
	Pallavi Achyutrao Gile	2.76
17+18	Dhanesh Prakashchand Jain	2.70
19.	Vijay Sundarrao Pachlore	
	Sujata Vijay Pachlore	2.81
20.	Priyanka Prabhakar Khairnar	3.28
21+22.	Kaveri Vikas Jagtap	2.76
23+24.	Shrikant Sanjay Pawar	2.70
25.	Sanjay Haribhau Gavande	3.30
26.	Kavita Rajendra Kalantri	
	Rajendra Chandulal Kalantri	3.25
27+28.	Suvama Kiran Kadlag	
	Ajay Kiran Kadlag	2.76
29+30	Meena Sitaram Nikam	2.70
31	Suraj Dadaji Aher	2.86
32	Yogesh Khanderao Ghule	
	Sangita Yogesh Ghule	3.28

नसम-४	
सम ४०५८	सम ३८



14.

33+34	UNSOLD	2.76
35+36	Radhika Parag Dastani	2.70
37	Virendra Madhavsing Girase	2.81
38	UNSOLD	6.72
39+40	UNSOLD	2.76

THE SCHEDULE OF THE LANDED PROPERTY OF THE TULSI RATNA

All that piece and parcel of the land of non agriculture tenure, bearing Plot No. 1 & 2 total area Adm. 1233.75 sq. mtrs. from and out of S. No. 204/13+14 situated at Mhasrul Tal. & Dist. Nashik, within the limits of Registration and Sub-registration District Nashik, within the limits of Nashik Municipal Corporation, the said plots are jointly bounded as follows:

On or towards	By.
East	9 mtrs. Colony Road.
West	9 mtrs. Colony Road.
South	30 mtrs. D.P. Road.
North	Plot No. 3 & 4.

IN WITNESS HEREOF, the parties have put their respective signatures of the day, date and year herein above mentioned.

SIGNED, SEALED & DELIVERED BY

the withinnamed Grantor,

M/s. Tulsi Construction, Through
its Partner,

1. Mr. Rohit Dinkar Pagar

2. Mr. Sandeep Tulsiram Patil

GRANTOR

WITNESSES.

1. 
A. Jodhan

2. 
G. C. P. Pagar











नस-४

कल ५०५८ /१९९१

१३ — ५५



15.

EXHIBIT "B"

(See clause 18)

Bye Laws of the BUILDING Tulsī Ratna condominium.

CHAPTER -1.

(1) Short Title and application ::

ii These bye-laws may be called the bye laws of Tulsī Ratna CONDOMINIUM.

ii The Provisions of these bye-laws apply to the Tulsī Ratna CONDOMINIUM, All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the building in any manner, are subject to the regulations set forth in these bye-laws.

The mere acquisition or rental or taking or licence of any of the family units / (hereinafter referred to as "UNITS") of the building or mere act of occupancy of any of the said units will signify that these bye-law are accepted, ratified and will be complied with.

DEFINITIONS :

i In these bye-laws, unless the context require 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 Tulsī Ratna Apartment CONDOMINIUM.

C) BOARD means a Board of managers consisting of 5 persons of all whom shall be owners of apartment in the Tulsī Ratna CONDOMINIUM.

D) BUILDING means the building located at Plot No. 1 & 2 total area Adm. 1233.75 sq. mtrs. form and out of S. No. 204/13+14 situated at Mhasrul, Tal. & Dist. Nashik, within the limits of Registration and Sub-registration District Nashik, within the limits of Nashik Municipal Corporation and known as the Tulsī Ratna CONDOMINIUM and includes the land forming part thereof.

E) DECLARATION means the Declaration which all the owners of the building have executed and registered as provided in section 2;

F) MAJORITY OF OWNERS means those owners holding 51 percent of the votes in accordance with the percentages assigned in the Declaration;

नसन-४
प्लॉट ५०५६ / १९९९
१६ — १६



16.

(3) Owner of apartment owner mean the person owning an apartment in the Tulsi Ratna Condominium.

H) "Section" means a section of the Act

I) "Unit" means a family unit in the Tulsi Ratna Condominium.

(2) Words and expressions 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 at Plot No. 1 & 2 total area Adm. 1233.75 sq. mtrs. from and out of S. No. 204/13+14 situated at Mhasrul, Tal. & Dist. Nashik, within the limits of Registration and Sub-registration District Nashik, within the limits of Nashik Municipal Corporation known as Tulsi Ratna Condominium is submitted to the provisions of the Act.

(4) OBJECT OF ASSOCIATION.

1) The object of Association shall be :-

a) to be and to act as the Association of Apartment Owners of the building called as Tulsi Ratna (herein called "the said building") who have filed their respective declarations submitting their apartments to the provisions of the Act.

b) to provide the maintenance, repair and replacement of the common areas and facilities by contributions from the apartment owners and if necessary, by raising loans for that purpose.

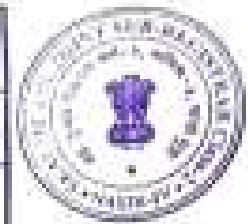
c) To establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and recreative activities for the benefit of the apartments owners.

d) To frame rules, with the approval of the general meeting of the association and after consulting the competent authority, establish a provident fund and gratuity fund, if necessary for the benefit of the employees of the association.

e) To do all things necessary and/or other wise provide for their welfare expenditure for the attainment of the object specified in these bye-laws.

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

नसम-४	
पृष्ठ/	५०५८ / ५२२
१७	— ३८



17-

(5) MEMBERS OF ASSOCIATION

i) All persons who have purchased apartments in the **Tulsi Ratna CONDOMINIUM** and executed respective Declarations under section 5 submitting their apartment to provisions of the Act shall automatically be the members of the association, and shall pay the sum of Rs. 10/- as entrance fees and may purchase at least one share of the face value of Rs. 250/- each. Each apartment owner shall receive a copy of the bye-laws on payment of Rs. 25/-.

ii) Upon any apartment owner sellings his apartment is absolutely conveying the same by way of gift under his will or otherwise, the purchase or done shall automatically become a member of the association, and shall be admitted as member on payment of the entrance fee of one rupee. The shares held by an apartment shall be transferred to the name of such purchaser or done on payment of one rupee to the association.

iii) On the death of an apartment owner, the apartment of such apartment owner shall be transferred to the persons whom he be queaths the same by his will or to the legal representative of the estate, in case he has not made by / any specified bequest of the apartment, The name of the legatee or thenames of the legal representatives jointly shall be entered in the register of apartment owners maintained by the secretary for the purpose of administration of the **Tulsi Ratna CONDOMINIUM** as apartment owner or joint apartment owners. Where 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 joints names, but the persons whose name stands first in the share certificate, shall alone by and 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) DISQUALIFICATION :-

No apartment owner shall be entitled to vote on the questions of the election of members of the board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if

नस-४	
प्लॉट	५०५८ (मि.)
१८	१८



18.

he is in arrears of any sum due from him in respect of his contributions for common expenses, for a 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 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 cast in person :- Votes shall be cast in person.

CHAPTER III

ADMINISTRATION

(12) Powers and duties of Association.

The association will have the responsibility of administering the Tulsi Ratna CONDOMINIUM approving the annual budget, establishing and collecting monthly assessment and arranging for the management of the condominium in an efficient manner. Except as otherwise provided, resolution of the association shall require approval by a majority of owners, casting votes in person.

(13) Place of Meeting :- Meeting of the association shall be held at suitable place convenient to the 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 by President, Thereafter, the annual meetings of the association shall be held on the 1st Sunday of every December each succeeding year. At such meetings, there shall be elected by ballot of the apartment owners a Board in accordance with requirements of bye-laws.

(15) Special Meetings :-

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

नसन-४

संख्या ५०५८/१९९३

१८ — ३८



19.

such meeting except as stated in the notice without the consent of the four fifths of the owners present in person.

(16) Notice of Meetings :

It shall be the duty of the secretary to mail or send a notice of each annual or special meetings, 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 bye-laws shall be mailed or sent to the Housing Commissioner or as the case may be, the Registrar.

(17) Adjourned Meeting :

If any meeting of owners cannot be organized because of quorum has not attended, the owners who are present, may adjourn the meeting to at time not less than forty eight 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 forty eight hours from the time the original meeting was call, 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 meeting 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 communities.
- e) Election of Board.
- f) Unfinished business, if any.
- g) 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) Power and Duties of 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 bye-law of by these bye laws directed to be exercised and done by owners.

नसम-४	
सं. १०५८	१०५८
२०	३८



20..

(21) Other duties :

In addition to duties imposed by these bye-laws or by resolutions of the association the board shall be responsible for the following that is to say.

- a) Care, upkeep and surveillance of the Tulsī Ratna CONDOMINIUM and the 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 Tulsī Ratna CONDOMINIUM and the common areas and facilities.
- d) Provide for the manner in which the audit and accounts of the association shall be carried out.
- e) to inspect the accounts kept by the secretary and for 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 book is written up promptly and is signed daily by one of the members of the Board authorized 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 authorize including , but not limited to the duties listed in bye-laws 21.

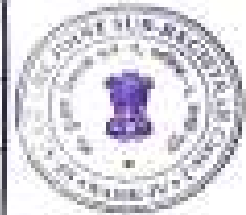
(23) Election and term of officer ::

At the first annual meeting of the association, the term of office of two managers shall be fixed for three years, the terms of officer of two managers shall be fixed at two years, and the term of office of one manager shall be fixed at one year. At the expiration of of the initial term of office of each respective manager, his successors have been elected and held their first meeting, if a larger Board is contemplated, the terms of office should be established in a similar manner so that they will expire in different 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

नस-४	
TRR/ 4045	19/11
29	35



21-

majority of the remaining managers even though they may constitute less than a 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 managers may be removed with or without cause by a majority of the apartment owners and a successor may then and there be elected 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) Organization Meeting :

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

(27) Regular Meetings :

Regular meetings of the board may be held at such time and place as shall be determined from time to time, by a majority of managers, but 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 telegraph, atleast three days prior to the day named for such meetings.

(28) Special Meetings :

Special meeting of the board may be (held at such time be determined from time to time, by a majority of managers) 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 herein above provided) and purpose of the meeting. special meeting 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 and/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 any meeting of the board shall be a waiver of notice by time of the time and place thereof. If all the managers are present at any meeting of the board, no notice shall be required and any business may

नसन-४
सं. ५०५५ (अ)
१/२



be transacted at such meeting.

(30) Quorum :

At all meeting of the board, one third of the total strength of the managers shall constitute a quorum for the transaction of business, and the acts of the Managers present at a 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 the meeting, any business which might have been transacted at the meeting as originally called may be transacted without further quorum present.

(31) Fidelity Bonds : The board may require that all officers and employees of the Association handling or responsible for association funds shall furnish adequate fidelity bonds. The premiums on such bonds 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 of all whom shall be elected by and from the Board.

(33) Election of officers :

The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold offices at the pleasure of the Board.

(34) Removal of Officers :

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

(35) President :

The President shall be the Chief Executive officer of the association. He shall preside at all the meeting 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 the President of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the association.

नसुन-४		
सं०	५०५८	दि०
२७	—	२८



.23..

(36) Vice-President :

The Vice president shall take the place of the president and perform his duties whenever the President shall be absent or unable to act, if neither the President, nor the Vice president is able to act, the Board shall appoint some other members of the Board so to act on an inter in 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 meeting of the Board and the minutes of all meetings of the association he shall have charge of such books and papers as the Board may direct, and he shall in general perform all the duties incidental to office of 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 receipts and disbursement in books belonging to the association. He shall be responsible for 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) Assessment : All owners are obliged to pay monthly assessment imposed by the association to meet all expenses relating to the **Tulsi Ratna CONDOMINIUM** which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazards or calamity, The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the declaration. Such assessments shall include monthly payments to a general operating reserve and a Reserve Fund for Repairs.

(40) Maintenance And Repair :

i) Every owner must perform promptly, all maintenance and repair work within his own unit, which if omitted would affect the **Tulsi Ratna CONDOMINIUM** in entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.

नसन-४	
लॉक	५०५८
२४	३८



24.

ii) All the repairs of internal installations of the units 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 expenses of the apartment owner concerned.

iii) The owner shall reimburse the association for any expenditure incurred in repairing or replacing an common area and facility damaged through his fault.

(41) Use of Family Units Internal Changes :

- i) All units shall be utilized for residential purpose only.
- ii) An owner shall not make any structural modification or alteration in his unit or installations located therein, without previously notifying the association in writing through the president of the board if no manager is employed, the association shall have the obligation to answer within the stipulated time shall mean that there is no objection to the proposed modification, alteration or installation.

(42) Use of Common Areas and Facilities :

An owner shall not place or cause to be placed or cause to be placed in the lobbies, vestibules, stairways, and other areas of **Tulsi Ratna CONDOMINIUM** and facilities of a similar nature any furniture package or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

(43) Right to Entry :

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

2) An owner shall permit other owner or their representative so required to enter his unit for the purpose of performing installation, ulceration or repair to the mechanical or electrical service provided that requisites for entry are made in the advance and that such entry is at a time of convenient to the owner. In case of emergency, such right of entry shall be immediate.

(44) Rules of Conduct.

i) No resident of the **Tulsi Ratna CONDOMINIUM** and shall post any advertisement, or posters of any kind in or on the building except as authorized by the association.

ii) Residents shall exercise extreme care about making noise or

नसन-४		
सं०	५०५८	(सं०)
२३	—	२८



25.

the use of musical instruments, radios, television and amplifiers that may disturb others, Residents keeping domestic animals shall abide by Municipal sanitary by laws or regulations.

ii) It is prohibited to dust rugs, etc from the windows, or to clean rugs etc., by beating on the exterior part of the said Tulsī Ratna CONDOMINIUM.

iv) It is prohibited to throw garbage or trash outside the disposal installation 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.

v) No owner, resident or lease shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, etc., on the exterior of the Tulsī Ratna CONDOMINIUM or that produce through the walls of the roof of that CONDOMINIUM except as authorized by the association.

CHAPTER VII.

FUNDS & THEIR INVESTMENTS.

(45) Funds :

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

- By shares.
- By contributions and donations from the apartment owners.
- From common profits, which shall form the nucleus of the reserve fund.
- By raising loans, if any, necessary, subject to such terms and conditions as the association, with the approval of the competent authority, may determine in this behalf.

(46) Investment :

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

- In the central co-operative bank or in the state co-operative Bank.,

Or :

- In any of the securities specified in section 20 of the Indian Trusts Act 1982,

Or :

नसन-४	
सं. ५०५८	१८११
३६	५८



28.

c) In any co-operative Banks 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 said Tulsi Ratna CONDOMINIUM is situated, the association, 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 :-

i) A banking accounts 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 personal custody an amount not exceeding Rs. 100/- (Rupees One hundred only) for petty expenses. All payments above the amount of Rs. 20/- (Rs. Twenty only) shall be made by cheques signed by Secretary and one members of the board.

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

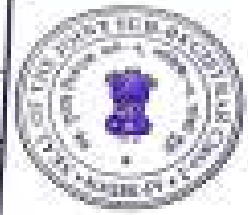
iii) The Association shall on or before 31st July in each year publish an audited annual financial statement in respect of the common areas and facilities containing :

- The profit and loss account.
- the receipts and expenditure of the previous financial years, and,
- 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;

iv) 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 15 August every year.

v) Every financial statement shall be accompanied by a complete list of the Apartment owners. There shall also accompany the

नसन-४	
क्रमांक ५०५८	दिनांक १०/११
२०	३८



27..

financial statement 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 accounts of the association to be prepared by the Board as hereinbefore provided and shall examine the annual return, and verify the same, with the accounts relating thereto and shall either sign the same as found by him to be correct, duly vouched and in accordance with law, or specially report to the Association in what respect he finds it incorrect, un-vouched or not in accordance with law.

(51) Power of Auditor :

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

CHAPTER VIII.

MORTGAGEES.

(52) Notice to Association :

An owner who mortgages his units, shall notify the Association through the Manager, if any or the president of the board in the event there is no Manager, the name and address of his mortgaged and the Association shall maintain such information in a book entitled Mortgagees of Units.

(53) Notice for unpaid assessment :

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

CHAPTER IX.

COMPLIANCE.

(54) 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.

नसन-४	
क्रमांक ५०५८	दिनांक १६/११/१०
२८	३८



28.

(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 a resolution of the Board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the Secretary or any other person authorized by the Association in that behalf.

CHAPTER X

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

(56) Amendments of Bye-laws These bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75 percent, of the total value of all units in the Tulsi Ratna Apartment Condominium as shown in the Declaration.

000 ————— 000

नसन-६

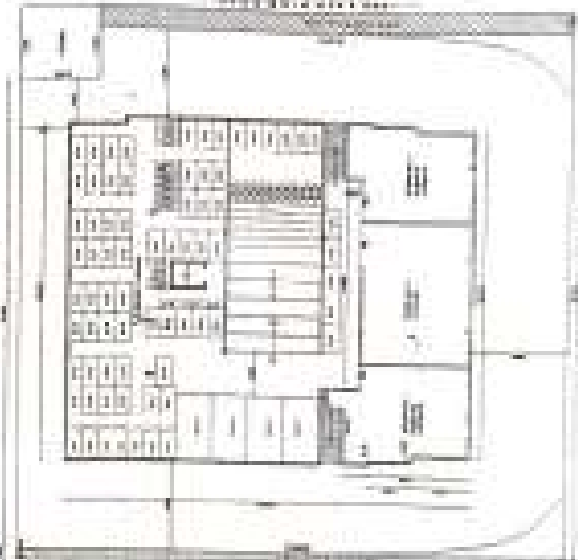
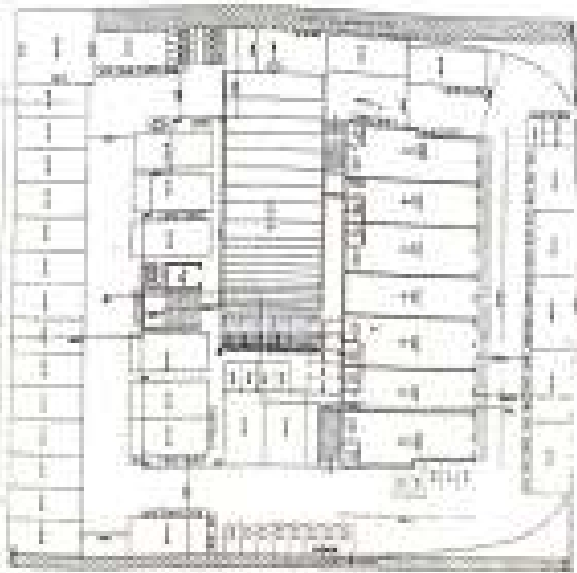
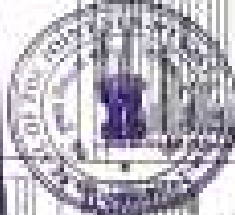
म १६४८/म

२१ — २५



नसन-४

कुआ ५०५८/म



नसं-४	
पृष्ठ	१०५/११५
८००	३८



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

(See rule 63)

This registration is granted under section 5 of the Act to the following project under project registration number: **PR460002019**

Project: **TULSI RAJMA**, Plot Bearing: **OTS / Survey / Final Plot No. S.NO. 204719 AND 14, PLOT NO. 1 AND 2, RAJMA, W. Ward, Maharashtra, 400044.**

1. Title Construction: having its registered office / principal place of business at **Tarapur, Nashik, District Nashik, Pin-422004.**
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the allottee or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Right of Interest and Disclosure on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts notified by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (7) of clause 21 of sub-section (2) of section 4 read with Rule 9;

That entire of the amounts to be received hereunder by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receipts of the project is less than the estimated cost of completion of the project.

 - The Registration shall be valid for a period commencing from **2019/02/19** and ending with **2021/02/24** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with Rule 5;
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the concerned authorities;
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally signed by
Dr. Vinita Vaidya/Dr. Pratik
(Secretary Maharashtra)
Date: 2019.02.21 16:21:37

Date: **2019/02/19**
Place: **Mumbai**

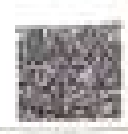
Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



नसन-४
वर्क ५०५८ १९९४
१३ - ५



SELF ATTESTED
[Signature]
BY ME

 2873 9142 9186 MR. SARAN KUMAR 2873 9142 9186 2873 9142 9186	 2873 9142 9186 MR. SARAN KUMAR 2873 9142 9186
---	--

SELF ATTESTED
[Signature]
BY ME

 3003 1402 7267 MR. SARAN KUMAR 3003 1402 7267 3003 1402 7267	 3003 1402 7267 MR. SARAN KUMAR 3003 1402 7267
---	---

SELF ATTESTED
[Signature]
BY ME

नसन-४	
पत्र	३०-९-१९६८
१७	— ३८



शोधपत्र

मी । आम्ही खात्री नाही करूयात की नोंदणी महामिनीकक व.रा.पुणे, पोणे दि.३०.११.६८ रोजीचे परिपत्रकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही मरकबपुत्रीद्वारे असल्या पुढार दिवशी हीच नाही त्यामुळे याचा आम्ही अधिकृत ठाव घेतलेला आहे. दस्तऐवज किटून देणार / कुलमुकलवारधारक हे सारे असून आम्ही खात्री नाही करूयात घेतलेली आहे । अहोत.

शहर नोंदणीक दस्तऐवज निष्काशित करताना नोंदणी प्रक्रियेनुसार आम्हाला जबाबदारीचे की आम्ही दस्तऐवज मिळकतीचे मालक । वारक एककदाच । कडीवार / विलसंबेजातील वारली यांची मालकी (1/30) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुकलवारधारक (G.P.A Holder) / किटून देणार हे हवाल आहेत व उक्त मुकलवार परे असल्याची अस्तित्वात आहे व आम्हालाही याच बाबत नाही खात्री की । आम्ही खात्री देत आहोत. तसेच वारली मिळकत हाचान महामिनीक नाही व मिळकतीतील इतर एकक, कडी, वीक बोले, विकसन बोले, शासन बोले व मुकलवारधारकांनी केलेले भातहाराच्या अधीन राहून असल्या अधिकृत आवहार पूर्ण करून साक्षीदार भाग निष्काशित केलेला आहे.

शहर दस्तऐवज हा नेमणी करून एक अंतर्गत असलेल्या तरातुदीनुसार नोंदणीक होवत केलेला आहे. दस्तऐवज संपूर्ण मजकूर निष्काशित करून साक्षीदार व कोकल ओढलेल्या जागपत्राची संपत्ती लक्षात आहे. दस्तऐवज करून देणार कोर्ट मनाई हुकूम, कोर्ट ठाव या जागपत्रावर अधिकृतरी करत निष्काशित व उपयुक्तीकरण तसेच दस्तऐवज निष्काशित करून ओढलीबाबत ओढण्या पटविणारे व साक्षीदार हे संपूर्णपणे जबाबदार राहतील.

या दस्तऐवज नोंदणी प्रक्रियेमध्ये ओढण्यात आलेली पुरव करणकर ही खात्री आहेत व मिळकतीच्या हवालदारभाबत कोकलवारी रावम अधिकारी । म.उ.व. न्यायलय यांचा मनाई हुकूम नाही. तसेच महामिनीक नोंदणी नियम १९६१ चे नियम ६६ नुसार कथित होत नाही याची की । आम्ही खात्री देत आहोत. निर्माणानुसार दस्तऐवजामधील मिळकतीचे मालक / कुलमुकलवारधारक यांनी मालकी व दस्तऐवजाची वेगळा लक्षात ही नेमणी अधिकारी यांची लक्षात नाही याची आम्हाला पूर्णपणे जाणीव आहे.

सध्या मिळकती किती करून होत असलेली करवणूक / करवटीकरण संकलन व त्या अनुषंगाने पोडिस नोंदनामधी बाबत होत असलेले गुळे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नयेत म्हणून आम्ही दस्तऐवज घेतलेली आहे. नोंदणी अधिनियम १९६८ चे कलम ६६ नुसार की । आम्ही व दस्तऐवजातील सर्व निष्काशित जागपत्र राहणार आहेत याची आम्हाला पूर्ण लक्षात आहे.

तुम्हाला मी । आम्ही नोंदणी प्रक्रियेमध्ये कोकलवारी प्रकारचा कुल घडवणे कृत्य केलेले नाही अर भविष्यात शहर प्रकरणी जागपत्रानुसार कोकलवारी मुला घडवणार की । आम्ही नोंदणी अधिनियम १९६८ चे कलम ६६ व भारतीय संघ संहिता १९६० कथित तरातुदीनुसार व कधीच विशेष भाव राहणार आहेत याची मला । आम्हाला पूर्णपणे जाणीव आहे. त्यामुळे हे घोषणपत्र / जागपत्र दस्तऐवज भाग म्हणून ओढत आहोत.

किटून देणार

किटून देणार



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PNR: 0905202212035

Receipt Date: 10/05/2022

Received from self, Mobile number 9422252939, an amount of Rs. 320/- towards Document Handling Charges for the Document to be registered on Document No. 5058 dated 10/05/2022 at the Sub Registrar office Joint S. R. Nashik 4 of the District Nashik.



Payment Details

Bank Name: SBIN

Payment Date: 09/05/2022

Bank CN: 10004152022050911158

REF No: 212912021033

Deface No: 0905202212035D

Deface Date: 10/05/2022

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

नसन-४	
खस/ ५०५८	मंति
३६	— ३८



सूची संख्या :
संख्या 32 से 2022-10-32 से 3

इतर गोपनीयता भाग 1

सूची संख्या : 32 से 32
सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

इतर पावती क्र. 5/2022 से या
की सं 420/2022 से या

सूची संख्या : 32 से 32
सूची संख्या : 32 से 32

सूची संख्या : 32 से 32
सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32

सूची संख्या : 32 से 32



