

340/4517

पावती

Original/Duplicate

Thursday, June 17, 2021

नोंदणी क्र.: 39म

4:21 PM

Regn.: 39M

पावती क्र.: 5478 दिनांक: 17/06/2021

गावाचे नाव: आडगांव

दस्तावेजाचा अनुक्रमांक: नमन3-4517-2021

दस्तावेजाचा प्रकार: घोषणापत्र

सादर करणाऱ्याचे नाव: श्री. प्रथमेश विवेक गांगुर्डे यांचे वि.मु. श्री. विनायक रमेश साळवे - -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 860.00

पृष्ठांची संख्या: 43

एकूण:

रु. 960.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

4:39 PM ह्या वेळेस मिळेल.

सह. देयक निबंधक कार्यालय नाशिक-३

बाजार मूल्य: रु. 0/-

मोबदला रु. 1/-

भरलेले मुद्रांक शुल्क : रु. 100/-

नाशिक-३

1) देयकाचा प्रकार: DHC रकम: रु. 860/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1506202101671 दिनांक: 17/06/2021

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002197569202122E दिनांक: 17/06/2021

बँकेचे नाव व पत्ता:

मूळ दस्त परत केला
व सही बेटली.

सूची क्र.2

दुय्यम निबंधक : सह.दु.नि. नाशिक 3

दस्त क्रमांक : 4517/2021

नोंदणी :

Regn:63m

गावाचे नाव : आडगांव

- (1) विलेखाचा प्रकार घोषणापत्र
(2) मोबदला 1
(3) बाजारभाव (भाडेपट्ट्याच्या अवतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 0

(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव: नाशिक म.न.पा. इतर वर्णन : इतर माहिती: मौजे आडगांव शिवायतीव मिळकत यासी गट नंबर 473/26 यासी प्लॉट नंबर 3 ते 4 यासी एकुण क्षेत्र 422.89 चौ.मि. पैकी 15.00 चौ.मि. रस्ता रुंदीकरणात गेलेले क्षेत्र वगळता उर्वरित 407.89 चौ.मि. क्षेत्रावरील विवेक पार्क अपार्टमेंट या इमारतीचे घोषणापत्र. ((GAT NUMBER : 473/26 :))

(5) क्षेत्रफळ

1) 407.89 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

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

1): नाव:- श्री. प्रथमेश विवेक शांभू यांचे वि.मु. श्री. विनायक रमेश साळवे -- वय:- 32; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- 4, मोनालिझा अपार्टमेंट, महात्मा नगर, नाशिक, महाराष्ट्र, नाशिक पिन कोड:- 422007 फोन नं:- BLOPG2499R

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

(9) दस्तऐवज करून दिल्याचा दिनांक

17/06/2021

(10) दस्त नोंदणी केल्याचा दिनांक

17/06/2021

(11) अनुक्रमांक, खंड व पृष्ठ

4517/2021

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

100

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

100

(14) शेर

प्रांकरनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

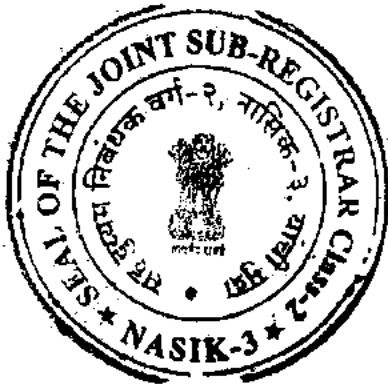
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद

Affidavit

सूची क्र. II

नोंदणी नंतरची प्रथम प्रत

संगणकीय अभिलेखातील प्रत
अरसल बरहुकुम नयकल



सह-दुय्यम निबंधक वर्ग-2
नाशिक-3.

CHALLAN
MTR Form Number-6



GRN MH002197569202122E	BARCODE	Date 14/06/2021-15:09:37
Department Inspector General Of Registration	Tax ID / TAN (If Any)	PAN No. (If Applicable)
Stamp Duty		
Type of Payment Registration Fee		
Office Name NSK3_NASHIK 3 JOINT SUB REGISTRAR	Full Name	PRATHMESH VIVEK GANGURDE
Location NASHIK		
Year 2021-2022 One Time	Flat/Block No.	473/26 PLOT NO. 3 TO 4 VIVEK PARK
	Premises/Building	APARTMENT

Account Head Details	Amount In Rs.	Road/Street	ADGAON NASHIK
0030046401 Stamp Duty	100.00	Area/Locality	NASHIK
0030063301 Registration Fee	100.00	Town/City/District	
		PIN	4 2 2 0 0 3
		Remarks (If Any)	
		SecondPartyName=NO~	
		Amount In	Two Hundred Rupees Only
Total	200.00	Words	
Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK	
Cheque/DD Details	Bank CIN	Ref. No.	00040572021061468005 IK0BDDPKL0
Cheque/DD No.	Bank Date	RBI Date	14/06/2021-15:24:11 Not Verified with RBI
Name of Bank	Bank-Branch	STATE BANK OF INDIA	
Name of Branch	Scroll No. , Date	Not Verified with Scroll	

Department ID : Mobile No. : 7775893707
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दृश्य निबंधक कार्यालय नोदणी कचवयाच्या दस्त्यासाठी लागू आहे. नोदणी न कचवयाच्या दस्त्यासाठी सदर चलन लागू नाही.

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1506202101671	Date 15/06/2021
Received from SELF, Mobile number 7775893707, an amount of Rs.860/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R.Nashik 3 of the District Nashik.	
Payment Details	
Bank Name SBIN	Date 15/06/2021
Bank CIN 10004152021061501459	REF No. IGALHYVHV3
This is computer generated receipt. hence no signature is required.	

नसम-३
दात क्र. (२५/२०२१)
२-२०२१



DECLARATION OF APARTMENT

THIS DECLARATION OF APARTMENT is made and executed at Nashik on this 17th day of JUNE 2021.

BY

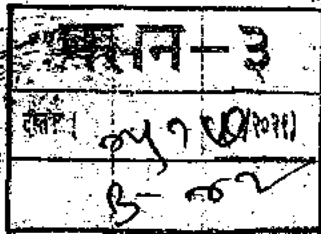
MR. PRATHAMESH VIVKE GANGURDE, Age - 26, Occupation Business and Agriculturist, R/o :- Monalisha Apartment, Mahatma Nagar, Nashik-422007, PAN - BLQPG 2499 R, ADHAR NO. 6165 8457 9615. Hereinafter referred to as the **GRANTOR** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, their legal heirs, executors, administrators, assigns, etc.) of the **ONE PART**.

FIRST - The Grantor is the absolute & exclusive owner & otherwise is well & sufficiently entitled to all that piece & parcel of the land situated at Village Adgaon, Tal. Dist. Nashik, more particularly described in the schedule written hereunder and hereinafter referred to as the **SAID PROPERTY/ Project Land**.

SECOND - the Grantor has purchased original Plot 3, and 4 total admeasuring 422.89 Sq. Mtrs. from the previous owner Mr. Sanjay Damu Shinde HUF by a sale deed dated 13-11-2013 which is duly registered at the office of Sub Registrar, Nashik 3 at Sr. No. 9475 on 18-11-2013 and name of the Grantor is mutated in the owners column of the record of rights and as per the approved building plan an area admeasuring 15.00 Sq. Mtrs. out of 422.89 Sq. mtrs. is surrendered to Nashik Municipal Corporation, Nashik for road widening and as such the remaining area admeasuring 407.89 Sq. Mtrs. is available for the development and the Grantor has absolute right to develop said property by constructing a building thereon and enter into agreement of sale of the tenements to the prospective purchaser at the price and the terms and conditions as the Grantor may deem fit and proper.

THIRD - Grantor has purchased TDR of 170.00 Sq. Mtrs. from DRC No. 654 dated 30-10-2013 from Mr. Dilip Pandit Bhandure by sale deed dated 26-11-2013 which is duly registered at the office of Sub Registrar, Nashik 5 at Sr. No. 13004 on 26-11-2013 and the Grantor has prepared a building plan by using the TDR which is duly approved by the Nashik Municipal Corporation under commencement certificate No. LND/BP/C2/1167/2019 Dated 24-10-2019 and the Grantor has commenced and completed the construction on the said property a building known as "**VIVEK PARK APARTMENT**" and obtained Occupancy Certificate from Nashik Municipal Corporation, Nashik under No. NANIVI/C2/27375 on 24/3/2021 hereinafter referred to as the said building.

FOURTH - That the said building consists ground floor as Stilt parking (Common for all flats) and first to four upper Floors consisting of residential apartment. All the floors are all capable of individual utilization on account of having their own exit to a common area and facility of the said building and the apartment will be sold to one or more owners, each owner obtaining particular and exclusive property right thereto and each apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the State (Hereinafter referred to as the Family Unit) and also an undivided interest in the general and/or restricted common areas and facilities of the said building as listed hereinafter necessary for their adequate use and enjoyment and hereinafter referred to as the general and/or restricted common areas and facilities, all of the above are in accordance with the Maharashtra Apartment Ownership Act 1970.



FIFTH: That the condominium shall be known as "VIVEK PARK APARTMENT" and that the family units common areas and facilities of the building will be as follows:-

- * Family Unit - On First floor there are 4 family units numbered as 1, 2, 3 and 4
- * Family Unit - On Second floor there are 4 family units numbered as 5, 6, 7 and 8
- * Family Unit - On Third floor there are 4 family units numbered as 9, 10, 11 and 12.
- * Family Unit - On Fourth floor there are 4 family units numbered as 13, 14, 15 and 16.

Description of each family unit is described as under:-

(1) Family Unit - Apartment/ bearing Flat No. 1 on First Floor, admeasuring 37.77 SQ. MTRS. Carpet area.

NAMES OF THE OWNER -

[1] MR. SANDEEP MACHHINDRA KALSE

[2] MRS. BHAGYASHRI SANDEEP KALSE

Agreement registered at the office of Sub Registrar Nashik-3 at Sr. No. 7972 dated 29/12/2020

(2) Family Unit - Apartment/ bearing Flat No. 2 on First Floor, admeasuring 39.45 SQ. MTRS. Carpet area.

NAMES OF THE OWNER -

MR. PRATHAMESH VIVEK GANGURDE

(3) Family Unit - Apartment/ bearing Flat No. 3 on First Floor, admeasuring 39.07 SQ. MTRS. Carpet area and usable area of Balcony 2.43 Sq. Mtrs..

NAMES OF THE OWNER -

MR. PRATHAMESH VIVEK GANGURDE

(4) Family Unit - Apartment/ bearing Flat No. 4 on First Floor, admeasuring 39.22 SQ. MTRS. Carpet area and usable area of Balcony 2.97 Sq. Mtrs..

NAMES OF THE OWNER -

[1] MR. HARISHCHANDRA GAVARCHAND BHOYE

[2] MRS. LAXMI HARISHCHANDRA BHOYE

Agreement registered at the office of Sub Registrar Nashik-3 at Sr. No. 1568 dated 19/3/2020.

(5) Family Unit - Apartment/ bearing Flat No. 5 on Second Floor, admeasuring 37.77 SQ. MTRS. Carpet area.

NAMES OF THE OWNER -

[1] MR. VINOD KAUTIK THAKARE

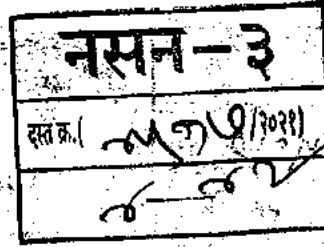
[2] MRS. VAISHALI VINOD THAKARE

Agreement registered at the office of Sub Registrar Nashik-3 at Sr. No. 4759 dated 22/9/2020

(6) Family Unit - Apartment/ bearing Flat No. 6 on Second Floor, admeasuring 39.45 SQ. MTRS. Carpet area.

NAMES OF THE OWNER -

MR. PRATHAMESH VIVEK GANGURDE



(7) Family Unit - Apartment/ bearing Flat No. 7 on Second Floor, admeasuring 39.07 SQ. MTRS. Carpet area and usable area of Balcony 2.43 Sq. Mtrs..

NAMES OF THE OWNER -

[1] MR. RANJEET TARASING GUMANE

[2] MRS. NIKITA RANJIT GUMANE

Agreement registered at the office of Sub Registrar Nashik-3 at Sr. No. 4306 dated 31/8/2020.

(8) Family Unit - Apartment/ bearing Flat No. 8 on Second Floor, admeasuring 39.22 SQ. MTRS. Carpet area and usable area of Balcony 2.97 Sq. Mtrs..

NAMES OF THE OWNER -

MR. PRATHAMESH VIVEK GANGURDE

(9) Family Unit - Apartment/ bearing Flat No. 9 on Third Floor, admeasuring 37.77 SQ. MTRS. Carpet area .

NAMES OF THE OWNER -

[1] MR. MAHESH SUBHASH KEDAR

[2] MRS. PRATHIBHA MAHESH KEDAR

Agreement registered at the office of Sub Registrar Nashik-3 at Sr. No. 3568 dated 16/4/2021.

(10) Family Unit - Apartment/ bearing Flat No. 10 on Third Floor, admeasuring 39.45 SQ. MTRS. Carpet area.

NAMES OF THE OWNER -

[1] MRS. DEVYANI YOGESH BAIRAGI

[2] MR. YOGESH BALASAHEB BAIRAGI

Agreement registered at the office of Sub Registrar Nashik-3 at Sr. No. 3257 dated 1/4/2021.

(11) Family Unit - Apartment/ bearing Flat No. 11 on Third Floor, admeasuring 39.07 SQ. MTRS. Carpet area and usable area of Balcony 2.43 Sq. Mtrs..

NAMES OF THE OWNER -

MRS. RANJANA DINESH VALVI

Agreement registered at the office of Sub Registrar Nashik-3 at Sr. No. 7709 dated 23/12/2020.

(12) Family Unit - Apartment/ bearing Flat No. 12 on Third Floor, admeasuring 39.22 SQ. MTRS. Carpet area and usable area of Balcony 2.97 Sq. Mtrs.

NAMES OF THE OWNER -

[1] MR. SAJAN VALU TILE

[2] MR. ANKUSH VALU TILE

Agreement registered at the office of Sub Registrar Nashik-3 at Sr. No. 3166 dated 30/03/2021.

(13) Family Unit - Apartment/ bearing Flat No. 13 on Fourth Floor, admeasuring 37.77 SQ. MTRS. Carpet area.

NAMES OF THE OWNER -

[1] MR. RAHUL PRAKASH NAWALE

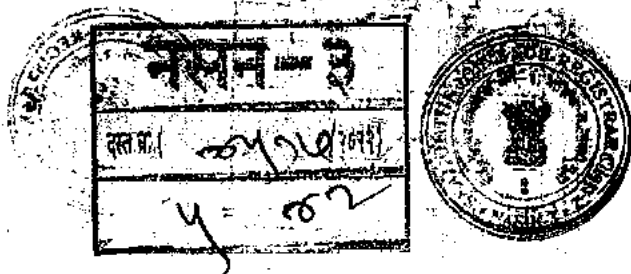
[2] MRS. SAREETA RAHUL NAWALE

Agreement registered at the office of Sub Registrar Nashik-3 at Sr. No. 3557 dated 16/04/2021.

(14) Family Unit - Apartment/ bearing Flat No. 14 on Fourth Floor, admeasuring 39.45 SQ. MTRS. Carpet area.

NAMES OF THE OWNER -

MR. PRATHAMESH VIVEK GANGURDE



(15) Family Unit - Apartment/ bearing Flat No. 15 on Fourth Floor, admeasuring 39.07 SQ. MTRS. Carpet area and usable area of Balcony 2.43 Sq. Mtrs..

NAMES OF THE OWNER -

MR. PRATHAMESH VIVEK GANGURDE

(16) Family Unit - Apartment/ bearing Flat No. 16 on Fourth Floor, admeasuring 39.22 SQ. MTRS. Carpet area and usable area of Balcony 2.97 Sq. Mtrs..

NAMES OF THE OWNER -

SARALA NANA BHOLE ALIAS

MRS. SARALA SAGAR KAKADE

Agreement registered at the office of Sub Registrar Nashik-3 at Sr. No. 3648 dated 20/04/2021.

COMMON AREAS AND FACILITIES:-

Following facilities shall be located throughout the building:

- (a) All that piece and parcel of the land as described in the schedule written hereunder and the part terrace above the building.
- (b) Following facilities are located throughout the building:-
 - (1) The stair case and stair case landing referred to in this deed of in the building which leads from the ground to the roof of the building.
 - (2) Underground water tank located in the side margin and overhead water tank located on the roof of the building.
 - (3) Plumbing network throughout the building.
 - (4) Sanitary network throughout the building located in the side margin.
 - (5) Electric wiring network throughout the building.
 - (6) Necessary electrical lighting network and common water connections throughout the building.
 - (7) Motor with pump set and in General all apparatus and installations existing for common use.
 - (8) Separate Common meter for common electric consumption.
 - (9) One Lift each with battery backup.
 - (10) One common Borewell with pumpset.
 - (11) That all the flat owners shall maintain the building and common amenities at their own costs and expenses for which they shall collect the maintenance amount from each flat owner.

RESTRICTED AREAS:

- That no flat owner shall be allotted individual parking and all the flat owners shall use the parking in common and no flat owner shall park the vehicles in such a way which will disturb the parking of the other flat owners.
- That the terrace above shall be used and utilized by the all the members.
- No outsider or visitor shall be entitled to park his vehicle within the compound of the building.
- No members shall keep or maintain any pet animals in the flat or parking or surrounding marginal space of the building.
- All the flat purchaser shall deposit an amount of Rs. 25,000/- towards the permanent maintenance of the lift and on receipt of such amount of maintenance from all the flat owners, the grantor shall deposit the said amount in the bank in the name of the association of apartment owners and the interest thereon shall be utilised towards the maintenance of the Lift only. Apart from the said amount of

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नसम-३

रसम क्र. (०१७४/२०२१)

६-१०२



maintenance all the premises holders in the building shall contribute monthly /annually maintenance for maintaining the building as the association may decided from time to time and even though the flat is not occupiaied, the flat owners shall pay the said amount of maintenance of building.

- That the flat owners shall deposit the amount of maintenance by cheque drawn on VIVEK PARK APARTMENT.

NINETH: (a) That the right, title and interest of each owner of a family unit in the general / restricted common area and facilities as listed above and their proportionate share in the profits and common expenses in the general common areas and facilities as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of "VIVEK PARK APARTMENT" Condominium is based on the proportionate area of each family unit to the total area of the all family units as follows :-

APARTMENT/FLAT NO.	PERCENTAGE
Flat No. 1	5.87%
Flat No. 2	6.13%
Flat No. 3	6.45%
Flat No. 4	6.55%
Flat No. 5	5.87%
Flat No. 6	6.13%
Flat No. 7	6.45%
Flat NO. 8	6.55%
Flat NO. 9	5.87%
Flat NO. 10	6.13%
Flat NO. 11	6.45%
Flat NO. 12	6.55%
Flat NO. 13	5.87%
Flat NO. 14	6.13%
Flat NO. 15	6.45%
Flat NO. 16	6.55%
TOTAL	100%

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

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

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

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

नमन-३
दस्तावेज: २५१५/२०३१
१२-०२



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TWENTH: That so long as the Grantors owns one or more of the family units, the Grantors shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto and the Grantors convenience to take no action which will adversely affect the rights of the Association of Apartment Owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of the "VIVEK PARK APARTMENT" Condominium.

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

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

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

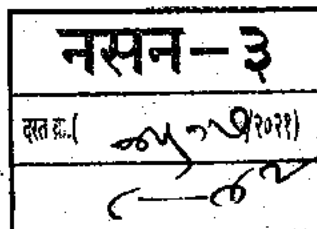
SIXTEENTH: That each apartment owner shall comply with the provisions of this declaration, the bye-laws decision and resolutions of the Association of Apartment Owners of its representative and failure to comply with any such provisions decisions or resolutions shall be grounds for an action to recover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

SEVENTEENTH: 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.

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

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

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



said lease or leave and license or care taker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the bye laws in Exhibit B attached hereto.

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

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

TWENTY THIRD: That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable for all unpaid assessments by the association of apartment owners against the respective share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee thereof. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the association, as the case may be setting forth the account of the unpaid assessments against the grantor due to the association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a charge for, any unpaid assessment made by the association of apartment owners against the grantor in excess of the amount therein, set forth.

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

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

SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of property land admeasuring 407.89 Sq. Mtrs. out of Plot No. 3 to 4 out of Gat No.473/26 total admeasuring 422.89 Sq. Mtrs. (Out of which 15.00 Sq. Mtrs. is subjected to road widening) situated at Village Adgaon, Tal. Dist. Nashik, within Nashik Municipal Corporation and within registration and sub registration district of Nashik bounded as follows:-

- | | |
|---------------------|--|
| On or towards East | : By Colony Road |
| On or towards West | : By Plot No. 2 and 3 out of Gat No. 480 |
| On or towards South | : By Colony Road |
| On or towards North | : By Plot No. 2 |



SIGNED SEALED AND DELIVERED
BY THE WITHIN-NAMED
MR. PRATHAMESH VIVEK GANGURDE
[GRANTOR]

Prathamesh



Witness :-

1.

Prath

2.

Prathamesh
Prathamesh

नसम-३
सं. (२५१२/२०११)
<i>Prathamesh</i>



नसम-३
दस्तावेज क्र. (०५१४/२०११)
१०-६०



EXHIBIT "B"
BYE LAWS OF "VIVEK PARK APARTMENT" CONDOMINIUM
CHAPTER I

1) SHORT TITLE & APPLICATION

These bye-laws may be called "the Bye-laws of the "VIVEK PARK APARTMENT" CONDOMINIUM. The provisions of these bye laws apply to the "VIVEK PARK APARTMENT" CONDOMINIUM.

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

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

2) DEFINITIONS:

- 1) In these bye laws, unless the context requires otherwise.
- a) "Act" means the Maharashtra Apartment Ownership Act, 1970.
- b) "Association" means the association of all the Apartments Owners Constituted by such owners for the purpose of "VIVEK PARK APARTMENT" CONDOMINIUM.
- c) "Board" means a Board of Managers consisting of 3 persons all of whom shall be owners of Apartment in the "VIVEK PARK APARTMENT" CONDOMINIUM.
- d) "Building" means the building located on land admeasuring 407.89 Sq. Mtrs. out of Plot No. 3 to 4 out of Gat No.473/26 total admeasuring 422-89 Sq. Mtrs. (Out of which 15.00 Sq. Mtrs. is subjected to road widening) situated at Village Adgaon, Taluka and District Nashik, and known as the "VIVEK PARK APARTMENT" CONDOMINIUM and includes the land forming part thereof.
- e) "Declaration" means the declaration which the sole owners of the building or all the owners of the building have execute registered as provided in the section 2.
- g) "Owner " or "Apartment Owner" means the person owning apartment in the "VIVEK PARK APARTMENT" CONDOMINIUM.
- h) "Section" means a section of the Act.
- i) "unit" means a family unit in the "VIVEK PARK APARTMENT" CONDOMINIUM.
- j) "Registrar" means the Registrar of the co-op. Societies.

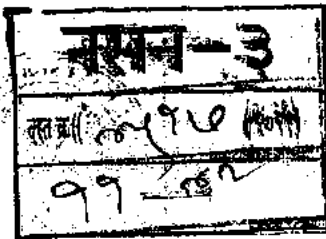
2) Words & expression used in these bye laws but not defined therein shall have the meaning respectively assigned to them in the act.

3) APARTMENT OWNERSHIP:

The Building located on the land admeasuring 407.89 Sq. Mtrs. out of Plot No. 3 to 4 out of Gat No.473/26 total admeasuring 422-89 Sq. Mtrs. (Out of which 15.00 Sq. Mtrs. is subjected to road widening) situated at Village Adgaon, Taluka and District Nashik, known as the "VIVEK PARK APARTMENT" CONDOMINIUM is submitted to the provisions of the Act.

4) OBJECT OF ASSOCIATION:

- 1) The objects of the association shall be :



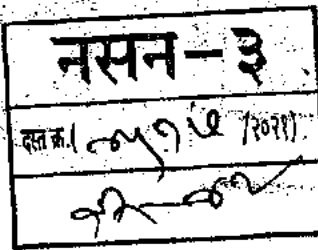
- a) To be and act as the association of the Apartment Owners of the building called land admeasuring 407.89 Sq. Mtrs. out of Plot No. 3 to 4 out of Gat No. 473/26 total admeasuring 422.89 Sq. Mtrs. (Out of which 15.00 Sq. Mtrs. is subjected to road widening) situated at Village Adgaon, Taluka and District Nashik, (Hereinafter called the "Said Building") who have filed their respective Declarations submitting their apartments to the provisions of the Act.
 - b) To invest or deposit moneys:
 - c) To provide for the maintenance, repair & replacement of the common areas & facilities by contributions from the apartment owners, and if necessary, by raising loans for that purpose:
 - d) To retain & rent or license if possible; suitable portions of the common areas to outsiders for commercial purposes and to distribute the common profits left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve fund:
 - e) To provide for all & do all & any of the matters provided in the Sub Section (2) of Section 16:
 - f) To advance, with the consent of the Apartment owners, any short term loans to any apartment owners in case of emergent necessity & to provide for the repayment thereof in lump-sum or in installments:
 - g) To establish & carry on, its own accounts or jointly within individuals or institutions, educational, physical, social & recuperative activities for the benefits of the Apartment Owners:
 - h) To frame rules, within the approval of the general meeting of the association & after consulting the Competent Authority & may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association:
 - i) To do all the things necessary or & otherwise provide for their welfare expedient for the attainment of the objects specified by the bye-laws.
- 2) The association shall not act beyond the scope of its objects without duly amending the provisions of these bye laws for the purpose.

5) MEMBERS OF THE ASSOCIATION:

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

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

3) On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representatives of his estate, in case he has not made any specific bequest (of the apartment.) The name of the legatee or the names of the legal representatives jointly shall be entered same, in the register of apartment owners maintained by the Secretary for the purpose of Administration of the "VIVEK PARK APARTMENT" CONDOMINIUM 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 vote.

7) HOLDING OF ONE SHARE COMPULSORY:

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

8) DISQUALIFICATIONS:

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

CHAPTER - II
VOTING QUORUM AND PROXIES

9) VOTING:

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

10) QUORUM:

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

11) VOTES TO BE IN PERSON:

Votes shall be cast in person.

CHAPTER - III
ADMINISTRATION

12) POWERS & DUTIES OF THE ASSOCIATION :

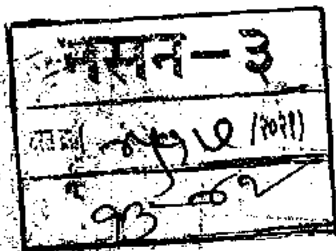
The association shall have the responsibility of administering the "VIVEK PARK APARTMENT" CONDOMINIUM, approving the annual budget establishing and collecting monthly assessments and arranging for the management of the Condominium in an efficient manner. Except as otherwise provided, resolutions of the association shall require approval by a majority of the owners, casting votes in person.

13) PLACE OF MEETINGS:

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

14) ANNUAL MEETINGS:

The first annual meeting of the association shall be held within a period of two months from the date of registration of the declaration.



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

15) SPECIAL MEETINGS:

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

16) NOTICE OF MEETING:

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

17) ADJOURNED MEETINGS:

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

18) ORDER OF BUSINESS:

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

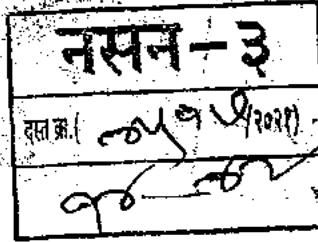
- a) Roll call
- b) Proof of notice of meeting or waiver of notice
- c) Reading of minutes of preceding meeting.
- d) Report of Committees.
- e) Report of the Housing Commissioner or the Registrar or of the Officer duly authorized by them if present.
- f) Report of Committees.
- g) Election of Board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

CHAPTER IV
BOARD OF MANAGERS

19) MANAGEMENT OF ASSOCIATION:

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

20) POWERS AND DUTIES OF BOARD :



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

21) OTHER DUTIES:

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

- a) Care, upkeep & surveillance of the "VIVEK PARK APARTMENT" CONDOMINIUM and the common areas and facilities and the restricted common areas and facilities.
- b) Collection of monthly assessment from the owners.
- c) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the "VIVEK PARK APARTMENT" CONDOMINIUM and the common areas and facilities and the restricted common areas and the facilities.
- d) To provide for the manner in which the audit and the account of the association shall be carried out.
- e) To inspect the accounts kept by the secretary and /or the treasurer and examine the registers and account books and to take steps for the recovery of all sums due to the association.
- f) To sanction working expenses, count cash balance and deal with Other miscellaneous business.
- g) To see that cash written up promptly and is signed duly by one of the members of the Board 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 the bye-law 21.

23) ELECTION & TERM OF OFFICE :

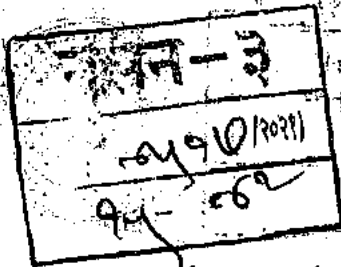
At the first annual meeting of the association the term of the office of two Managers shall be fixed for three years. The term of office of two Managers shall be fixed at one year. At the expiration of the initial term of office of each respective Manager. A Successor shall be elected to serve a term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

24) VACANCIES:

Vacancies in the Board caused by any reason other than the removal of a manager by a vote of the association shall be filled by vote of the majority of the remaining managers, even though they may constitute 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 the managers may be removed with or without cause by a majority of the apartment owners and a successor may then and there fill the vacancy.



thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26) REGULAR MEETINGS:

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

27) SPECIAL MEETINGS:

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

28) WAIVER OF NOTICE:

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

29) QUORUM:

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

30) FIDELITY BONDS:

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

CHAPTER V
OFFICERS

31) DESIGNATION:

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

32) ELECTION OF OFFICERS:



33| REMOVAL OF OFFICERS:

34) PRESIDENT:

35) VICE PRESIDENT:

36) SECRETARY:

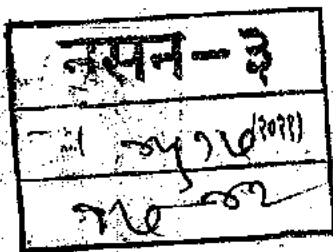
38) TREASURER:

CHAPTER VI

OBLIGATIONS OF THE APARTMENT OWNERS

39| ASSESSMENTS:

40) MAINTENANCE AND REPAIR:



- 1) Every owner must perform promptly, all maintenance repair work within his own unit, which if omitted would affect the **"VIVEK PARK APARTMENT" CONDOMINIUM** in entirely or in part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.
- 2) All the repair of the internal installation of the unit such as water, light, gas, power, sewage, telephones, air-conditioners, sanitary, installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.
- 3) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas & facility damaged through his fault.

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

- 1) All units (except units on the Ground floor, shop premises) shall be utilized for residential purposes only)
- 2) An owner shall not make any structural modifications or alterations in his unit or installation located therein without previously notifying the association in writing, through the President of the Board if no manager is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modifications, alteration or installation.

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

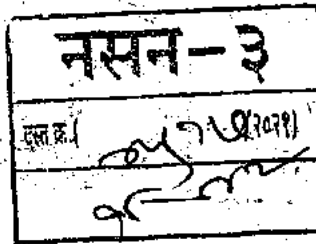
An owner shall not place or cause to be placed or cause to be placed in the lobbies vestibules, stairways, elevators and other areas of **"VIVEK PARK APARTMENT" CONDOMINIUM** and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind such areas shall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

43) **RIGHT OF ENTRY:**

- a) An owner shall grant the right of entry to the Manager or to any other person authorized by the Board or the Association in case of an emergency originating in or treating his unit whether the owner is Present at the time or not.
- b) An owner shall permit other owners or their representative when so required to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services provided that requests for electrical services provided that request for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

44) **RULES OF CONDUCT:**

- 1) No resident of the **"VIVEK PARK APARTMENT" CONDOMINIUM** shall post any advertisement or posters of any kind in or on the building except as authorized by the association.
- 2) Residents shall exercise extreme care about making noises or the use of the musical instruments, radios televisions and amplifiers that may



disturb others, residents keeping domestic animals shall abide by the Municipal Sanitary bye laws or regulations.

- 3) It is prohibited to hang garments, rugs, etc. from the windows balconies or from any of the faces of the **"VIVEK PARK APARTMENT" CONDOMINIUM**.
- 4) It is prohibited to dust rugs, etc. by beating on the exterior part of the said condominium.
- 5) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installation is not provided all garbage or trash shall be collected in a vessel and thrown in the municipal dust bin.
- 6) No owner, resident or lessee shall install wiring for electrical or telephone installation television antenna, machines or air conditioning units, etc. on the exterior of the **"VIVEK PARK APARTMENT" CONDOMINIUM** or that ported through the walls or the roof of that condominium except as authorized by the Association.

CHAPTER - VII **FUNDS AND THEIR INVESTMENTS**

45) FUNDS:

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

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

46) INVESTMENT:

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

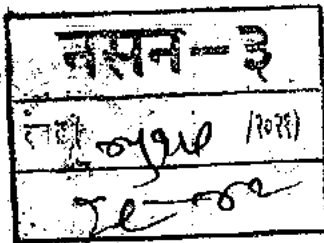
- a) In the Central Co. Op. Bank or in the State Co. Op. Bank or in the State Co. Op. Bank or any other Schedule Bank decided by the meeting.
- b) In any of the securities specified in Section 20 of the Indian Trusts Act 1882.
- c) In any Co. Op. Bank other than those referred to in clause (a) of this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

47) AFFILIATION:

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

48) ACCOUNTS:

- 1) A banking account shall be opened by the association into which all moneys received on behalf of the association shall be paid, provided that the Secretary may retain in his personal custody an amount not exceeding RS.



—100/- for petty expenses. All payment above RS. 100/- shall be made by Cheque by the secretary and one member of the board.

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

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

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

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

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

49) PUBLICATION OF ACCOUNTS AND REPORTS:

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

50) APPOINTMENT OF AUDITOR:

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

51) POWER OF AUDITOR :

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

**CHAPTER - VIII
MORTGAGES**

52) NOTICE TO ASSOCIATION:

An owner who mortgages his units shall notify the association through the Manger, if any or the President of Board, in the event there is no