

395/29

पावती

Original/Duplicate

Monday, January 03, 2022

नोंदणी क्र.: 39म

4:15 PM

Regn.: 39M

पावती क्र.: 31 दिनांक: 03/01/2022

मावाचे नाव: मातपूर

दस्तावेजाचा अनुक्रमांक: नमन5-29-2022

दस्तावेजाचा प्रकार: डिक्लेरेशन

मादर कर्णान्याचे नाव: नरस्वती सुधाकर महाजन, पुनम नमोघान चौधरी व योगिता दिपक महाजन यांचे तर्फे ज. मु.
म्हणून व स्वतासाठी मयूर सुधाकर महाजन

नोंदणी फी ₹. 100.00

दस्त हाताळणी फी ₹. 1000.00

पृष्ठांची संख्या: 50

एकूण: ₹. 1100.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, मुची-२ अंदाजे

4:35 PM ह्या वेळेत मिळेल.

Sub Registrar Nashik 5

सह. मुख्य निबंधक वर्ग-२
नाशिक-५.

वाजार मूल्य: ₹. 1/-

मोबदला ₹. 1/-

भरलेले मुद्रांक शुल्क: ₹. 100/-

1) देयकाचा प्रकार: DHC रकम: ₹. 1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2912202102571 दिनांक: 03/01/2022

विक्रेते नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010818642202122E दिनांक: 03/01/2022

विक्रेते नाव व पत्ता:

मुख्य दस्तावेज परत केला.



सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 5

04/01/2022

दस्त क्रमांक : 29/2022

नोदणी :

Regn:63m

गावाचे नाव : सातपूर

(1) विलेखाचा प्रकार	डिक्लेरेशन
(2) मोबदला	1
(3) बाजारभाव(भाडेपट्ट्याच्या वाढितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	1
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: नाशिक म.न.पा. इतर वर्णन : इतर माहिती: मौजे सातपूर येथील गट नं. 493/2/प्लॉट/7 यांसी एकूण क्षेत्र 393.86 चौ.मी. यापैकी नाशिक महानगरपालिका नाशिक यांचेकडे रस्त्यामाटी संपादित झालेले क्षेत्र 4.31 चौ.मी. वगळता उर्वरीत क्षेत्र 389.55 चौ.मी. या मिळकतीवर बांधण्यात आलेल्या साई मृष्टी अपार्टमेंट या इमारतीचे घोषणापत्र. ((GAT NUMBER : 493/2/प्लॉट/7 ;))
(5) क्षेत्रफळ	1) 389.55 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:-सरस्वती सुधाकर महाजन, पुनम समाधान चौधरी व योगिता दिपक महाजन यांचे तर्फे ज. मु. म्हणून व स्वतासाठी मयुर सुधाकर महाजन वय:-30; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- श्री साई बंगला, 53 बी, पपया नर्सरीमार्गे, श्री समर्थ नगर, सातपूर, अशोक नगर, नाशिक, महाराष्ट्र, पिन कोड:-422012 पॅन नं:-BEYPM8977D
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करून दिल्याचा दिनांक	28/12/2021
(10) दस्त नोंदणी केल्याचा दिनांक	03/01/2022
(11) अनुक्रमांक, खंड व पृष्ठ	29/2022
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14) ग्रेग	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

Affidavit



सह. दुय्यम निबंधक वर्ग-२
नाशिक-५,



CHALLAN
MTR Form Number-6

नसम-५
दस्तावेज (2e / 2022)
9



GRN MH010818642202122E BARCODE Date 28/12/2021-19:21:07 Form ID 25.3

Department	Inspector General Of Registration	Payer Details	
Stamp Duty		TAX ID / TAN (If Any)	
Type of Payment	Registration Fee	PAN No.(If Applicable)	AHDP0063F
Office Name	NSK5_NASHIK 5 JOINT SUB REGISTRAR	Full Name	Sarswati Sudhakar Mahajan
Location	NASHIK		
Year	2021-2022 One Time	Flat/Block No.	Plot No 7 and constructed building Sai Srushti
		Premises/Building	Apartment

Account Head Details	Amount In Rs.		
030046401 Stamp Duty	100.00	Road/Street	Gat No 493/2
0030063301 Registration Fee	100.00	Area/Locality	Satpur Nashik
		Town/City/District	
		PIN	4 2 2 0 1 2
		Remarks (If Any)	
		SecondPartyName=N-	
		Amount In	Two Hundred Rupees Only
Total	200.00	Words	

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	Ref. No. 69103332021122822252 2720931148
Cheque/DD No.		Bank Date	RBI Date 28/12/2021-19:21:37 Not Verified with RBI
Name of Bank		Bank-Branch	IDBI BANK
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुख्यम निबंधक कार्यालयात नोंदणी करायच्या दस्तासाठी लागू आहे. नोंदणी न करायच्या दस्तासाठी सदर चलन लागू नाही.
Mobile No. : 9999999999



नसत-५

दस्त क्र. २९ / २०२१

RS. 100/-

**DEED OF DECLARATION OF
"SAI SRUSHTI APARTMENT"**

THIS DEED OF DECLARATION made and executed on this 28th Day
of December Month Christian Year 2021 at Tal. & Dist. Nashik.



1) SMT. SARSWATI SUDHAKAR MAHAJAN

Age :- 62 Years, Occ. Housewife and Business.

Pan No. AHDPM 0063F

Adhar No. 5374 4193 1248

2) MRS. PUNAM SAMADHAN CHAUDHARI

Age :- 41 Years, Occ. Housewife and Business.

Pan No. BEYPM 8850 D

Both R/o. Sarathi Bungalow, Shree Krushna Nagar,

Satpur Colony, Ashok Nagar, Nashik - 422012.

3) MRS. YOGITA DIPAK MAHAJAN

Age :- 36 Years, Occ. Service.

Pan No. BBFPM 5460 B

Adhar No. 6946 4695 3148

R/o. Flat No. G - 710, Ozon Evergreen Apartment,

Harlur Road, S.V. 53/54, Kasavanhali,

Bangalore - South, Karnataka - 560 102.

Today at Nashik.

4) MR. MAYUR SUDHAKAR MAHAJAN

Age :- 30 Years, Occ. Business.

Pan No. BEYPM 8977 D

Adhar No. 2879 4020 5475

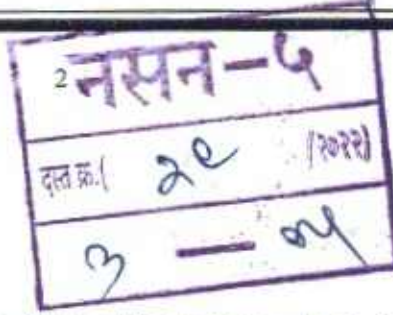
R/o. 1 and 2, Shree Sai Bungalow, 53-B,

S. No. 488, Behind Papaya Nursery,

Shree Samarth Nagar, Satpur, Ashok Nagar, Nashik - 422 012.

No. 4 for himself and as Power of Attorney Holder of No. 1 to 3.

Hereinafter referred to as "GRANTOR/OWNER" (Which expression shall, unless it be repugnant to the context or meaning thereof mean and include other partners, legal representatives, administrators, executors and assignees).



A) Non Agricultural Permission:- The subject matter land bearing Survey Number – 493/2, has been permitted to use for Non – Agricultural purpose, as per the order of Collector Nashik, vide letter no. Masha/ Kaksh -3/4/N.A. Letter No. 144/06 on 27/06/2006.

B) Approval of Lay – out :- That the Nashik Municipal Corporation Nashik approved a lay – out of Survey Number – 493/2, vide letter no. Javak Number/Nagar Rachana/Antim/Satpur/21 on 11/10/2006. Thereby said land has been sub – divided in to various plots, out of the same Plot No. 07, area adm.393.86 Sq. Mtrs., (out of the same area adm. 4.31 Sq. Mtrs., has been acquired by NMC for Road Widening and area adm 389.55 Sq. Mtrs., remained with owner).

C) History:- The Plot No.07 initially owned and possessed by Mr. Sampat Ragunath More, before the year of 2007. Further the owner Mr. Sampat Raghunath More sold said Plot to Mr. Sudhakar Garbad Mahajan. The parties have executed a Sale Deed, which is registered in the office of Sub – Registrar Nashik - 5, vide Sr. No. 6854 on 07/08/2007. By virtue of same Mr. Sudhakar Garbad Mahajan acquired ownership rights of said property, and accordingly his name mutated to the owners column of 7/12 extract.

D) Building Permission:- The owner Mr. Sudhakar Garbad Mahajan prepared a building plan for construction of building i.e. “SAI SRUSHTI APARTMENT” over the Plot No. 07, area adm. 393.86 Sq. Mtrs. the same is approved by the Nashik Municipal Corporation Nashik, vide letter no. LND/BP/Satpur/DCR/1521/2019 on 01/08/2019.

E) Completion Certificate:- The owner has completed a construction of “SAI SRUSHTI APARTMENT” over the Plot No. 07, as per the sanctioned building plan, and therefore Nashik Municipal Corporation Nashik, issued Completion Certificate to that effect on 09/04/2021 vide letter no. LND/OC/Satpur/DCR/0148/2021.

The Grantor/ owner has registration of said project under the provisions of RERA Act, and therefore the MAHA RERA Authority has issued a Certificate of Registration vide letter no. P51600023600 on 20/12/2019.

The owner Mr. Sudhakar Garbad Mahajan died on 22/05/2021, leaving behind heirs Grantor/ owner No. 1 to 4, i.e. 1) Smt. Sarswati S. Mahajan (Wife), 2) Mrs. Punam Samadhan Chaudhari (Married Daughter), 3) Mrs. Yogita Dipak Mahajan (Married Daughter) and 4) Mr. Mayur Sudhakar Mahajan (Son). And as legal heirs of late Sudhakar Garbad Mahajan Grantor/Owner No. 1 to 4 acquired ownership rights of said property, i.e. the **Plot No. 07**, out of the **Gat No. 493/2**, the property situated at **Village – Satpur, Tal & Dist - Nashik**, within the registration sub-division and Taluka Nasik, Registration Division and District Nashik and situated within the limits of Nashik Municipal Corporation Nashik.

SECOND:- As mentioned herein above the Grantor/ owner acquired ownership rights and they have/had full right use, alienate, transfer the said property in any manner or develop the said property i.e. **Plot No. 07**, and construction thereon.

The Grantor/s constructed the building known as **“SAI SRUSHTI APARTMENT”** with its Postal address as,

“SAI SRUSHTI APARTMENT”,



Add. Plot No. 07, Gat Number -493/2,

(as per computerized 7/12 Gat No. 493/2/Plot/07)

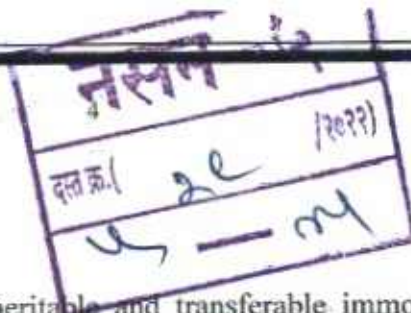
Mauze –Satpur, Tal & Dist.- Nashik.

The Grantor/ Owner constructed said building as per the plans sanctioned by Nashik Municipal Corporation Nashik. The specifications of the units given herein below are at present final and without any alterations of amendments and to that extent, the Grantor/Owner shall not use any portions or desecrations and they will abide by the present approved plans.

THIRD:- That the Grantor/s constructed a building known as **“SAI SRUSHTI APARTMENT”** (Hereinafter referred to as the said Building) on the said property as per the approved building plans which has been duly approved by the Nashik Municipal Corporation under the Commencement Certificate.

FOURTH :- That the said building consists of **Parking + Four Upper Floors**, consisting **Residential 12 Units**. All the floors are all capable of Individual Utilization on the account of having their own exit to a Common Area and the facilities of the said building and the Apartment shall be sold to one or more owner/s, each owner obtaining particular and exclusive property rights thereto and





each Apartment constituting a heritable and transferable immoveable property within the meaning of any law for the time being enforce in the state of Maharashtra, (Hereinafter referred to as the Residential Unit and also and 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 enjoyments 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 as per the completion certificate the aforesaid building has a total building area 589.68 Sq. Mtrs., constitute (Parking + Four Upper Floors, consisting of 16 Residential units. The total built-up area of the said building as mentioned in the Agreements for Sale of Individual Purchaser/s mentioned in their respective agreements.

SIXTH:- That the building shall be known as "SAI SRUSHTI APARTMENT" and that the residential units and common areas and facilities of the building will be as follows:-

1] Units:- There are in all 16 Residential Units. The measurements of the residential units include all the outside walls and one half of block partition excluding bearing walls. The principal structure of the said building is R.C.C. framed structure, burnt brick walls, and wooden flush doors and such other material as per the consent and agreement of all the apartment owners as stated in details in the individual agreement of sale between the respective parties with some variations as per the requirement of each apartment owner.

A) Description of each unit is described hereunder :-

Flat No.	Floor	Area of Flat	Name of Owner/ Holder And details of title deed.
01.	First	Carpet area adm. 38.00 Sq. Mtrs.,	a) Mr. Namdeo Narayan Patil b) Mrs. Leena Namdeo Patil Agreement to Sale is registered in the office of Sub - Registrar Nashik - 3, vide Sr. No. 8430 on

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दस्तावेज क्र. २९

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			14/10/2021.
02.	First	Carpet area adm. 37.65 Sq. Mtrs.	Unsold
03.	First	Carpet area adm. 37.65 Sq. Mtrs.,	1) Mr. Vilas Sitaram Tokare 2) Mrs. Meenabai Vilas Tokare Agreement to Sale is registered at SRO Nashik - 3, vide Sr. No. 1988 on 01/03/2021.
04.	First	Carpet area adm. 37.65 Sq. Mtrs.	Unsold
05.	Second	Carpet area adm. 38.00 Sq. Mtrs.,	1) Mr. Pravin Shivram Dalavi 2) Mrs. Pranali Pravin Dalavi Agreement to Sale is registered in the office of Sub - Registrar Nashik - 3, Reg. No. 7741 on 20/09/2021.
06.	Second	Carpet area adm. 37.65 Sq. Mtrs.,	1) Mr. Hitendra Ranjeetsingh Jadhav 2) Mrs. Janhavi Hitendrasingh Jadhav Agreement to Sale is registered in the office of Sub - Registrar Nashik - 3, Reg. No. 7740 on 20/09/2021.
07.	Second	Carpet area adm. 37.65 Sq. Mtrs.,	1) Mr. Santosh Ramdas Shinde 2) Mrs. Punam Santosh Shinde Agreement to Sale is registered in the office of Sub - Registrar Nashik - 3, Reg. No. 3193 on 31/03/2021.



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दस्तावेज क्र. (२९^६ / २०२२)

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08.	Second	Carpet area adm. 37.65 Sq. Mtrs.,	Unsold
09.	Third	Carpet area adm. 38.00 Sq. Mtrs.,	1) Mr. Manohar Subhash Shewale 2) Mrs. Vaishali Manohar Shewale Agreement to Sale is registered in the office of Sub - Registrar Nashik - 3, Reg. No. 3526 on 12/04/2021.
10.	Third	Carpet area adm. 37.65 Sq. Mtrs.,	1) Mr. Gajanan Prakash Patil 2) Mrs. Bharti Prakash Patil Agreement to Sale is registered in the office of Sub - Registrar Nashik - 3, vide Sr. no. 7733 on 20/09/2021.
11.	Third	Carpet area adm. 37.65 Sq. Mtrs.,	Unsold
12.	Third	Carpet area adm. 37.65 Sq. Mtrs.,	Unsold
13.	Fourth	Carpet area adm. 38.00 Sq. Mtrs.,	Unsold
14.	Fourth	Carpet area adm. 37.65 Sq. Mtrs.,	Unsold
15.	Fourth	Carpet area adm. 37.65 Sq. Mtrs.,	Unsold
16.	Fourth	Carpet area adm. 37.65 Sq. Mtrs.,	Unsold

Purpose – All above motioned Units are Residential Units.

And all the above mentioned Residential Units/ Flats of each Floor have main doors of this apartment and has access to common areas namely in the landing.

B) Common areas and facilities:

1. All that piece and parcel of the land as described in the schedule written herein under
2. Parking space provided of the said building to all the owners.
3. Following facilities located throughout the building:

AMMENITIES AND SPECIFICATIONS.

नसमन-५
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5-24

As agreed between the land Grantor/owner, and other additional amenities as provided and verified by the purchasers and about all the amenities the purchaser/s is/are satisfied. (the details of amenities are described in particular title deeds).

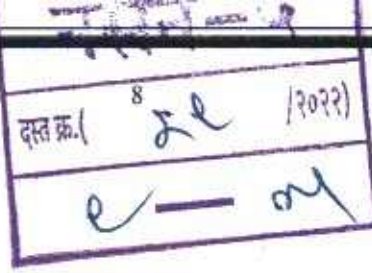
- C) **Restricted common areas:-** As mentioned above, the adjoining/attached terraces, parking space, and marginal open space allotted to the individual owner/s shall be uses and utilized by the flat owners to whom the said terrace, parking space and marginal open space is allotted and except to such allotted nobody shall have and right, title and interest on the said adjoining/attached terrace, parking space, marginal open space.

SEVENTH:-

- a) That the right, title and interest of each owner of the residential unit in the general common area and facilities as listed above and their proportionate share in the profit and common expenses in the general common areas and facilities as well as the proportionate representation for the "SAI KRUPA APARTMENT" is of all residential units as follows:-

APARTMENT NO.	VOTING AND OWNERSHIP PERCENTAGE
Apartment/Flat No.1	6.292%
Apartment/Flat No.2	6.235%
Apartment/Flat No. 3	6.235%
Apartment/Flat No. 4	6.235%
Apartment/Flat No. 5	6.292%
Apartment/Flat No. 6	6.235%
Apartment/ Flat No.7	6.235%
Apartment/ Flat No.8	6.235%
Apartment/ Flat No.9	6.292%
Apartment/ Flat No.10	6.235%
Apartment/ Flat No.11	6.235%
Apartment/ Flat No.12	6.235%
Apartment/ Flat No.13	6.292%
Apartment/ Flat No.14	6.235%
Apartment/Flat No.15	6.235%
Apartment/Flat No.16	6.235%
Total	=100%





b) The proportionate representation for voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment is based on the proportionate value of each family units to the total value of all residential units & as provided in (a) hereof may be limited in accordance with the provisions of the bylaws attached hereto may be limited in accordance with provisions of the by laws attached hereto as the **Exhibit B**.

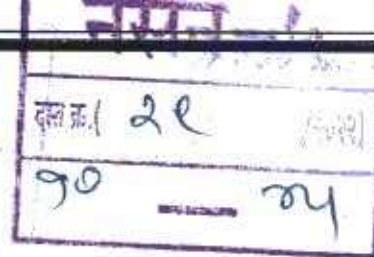
c) Apartment and the percentage of undivided interest of the common areas and facilities appertaining to the apartment, (each apartment) are not encumbered in any manner whatsoever on the date of this declaration.

EIGHT:- That the administration of “**SAI SRUSHTI APARTMENT**” consisting as aforesaid of the building and parcel of land described in the schedule and Paragraph 6 of this deed shall be in accordance with the provision of this deed and with the provision of the Bye Laws which are made a part of this Deed of Declaration and are attached hereto.

NINTH :- That as appeared above a plan of apartment ownership is hereby constituted under and subject to the provision of **Maharashtra Apartment Ownership Act 1970**, so that all the residential units of 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 facilities 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 common areas and facilities and/or restricted common areas and facilities.

TENTH:- That for the purposes of stamp duty and registration fees to be imposed on the registration of this deed in the Register of Declaration and Deed of Apartment under section 13(5) the value of the “**SAI SRUSHTI APARTMENT**” is distributed as per value of the land and value of the respective residential unit which are registered in the office of sub-registrar as described before.

ELEVENTH :- That so long as the Grantor owns one or more of the Residential Units, the Grantor shall be subject to the provision of this deed of the **Exhibit A & B** attached hereto and Grantor Covenants to take no action which will adversely affect the rights of the Association of the Apartment owners with respect to assurances against latent defects in the said building or other rights



assigns to the association by reason of the establishment of the "SAI SRUSHTI APARTMENT".

TWELTH:- That the general common areas and facilities shall remain undivided and no apartment owner shall bring any action for partition or division thereof. And no apartment owner shall not make any kind of changes, which may cause injuries or damage to the structure of the said Building.

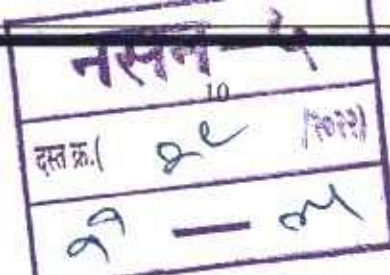
THIRTEENTH:- That the percentage of undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in the amendment to this deed duly registered.

FOURTEENTH:- That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the residential 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 instruments.

FIFTEENTH:- That each apartment owner shall comply with the provision of this Deed of Declaration, the Bye Laws, decisions and resolution of the Association of Apartment owners or its representatives, and failure to comply with any such provision, decision or resolutions, shall be grounds for an action to recover sums dues, for damages, or for injunctive relief.

SIXTEENTH:- That the dedication of the property to the Plans of Apartment of 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 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.

SEVENTEETH:- That no Apartment Owner of a residential unit, may exempt himself from the liabilities for its contribution towards the common expenses by waiver of the use and enjoyment of any of the general and/or common areas and facilities or by the abandonment of his residential unit.



EIGHTEENTH:- That all sum 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 residential unit for payment of Government or Municipal Taxes or both and (2) all sums unpaid on a first mortgage of the Apartment.

NINTEENTH:- That all present or future owners, tenants, future Tenants or any other person that might used the facilities of the building in any manner, are subject to the provision of this deed of declaration and that the mere acquisition or rental of any of the residential unit of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this declarations are accepted and ratified. The respective family units 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 units are provided customary Hotel or Boarding or Lodging or Paying Guest Services other that the foregoing obligations, the Apartment Owners of the respective residential unit shall have the absolute rights to Lease such unit or give it Leave and License on or care taker basis provided that the 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.

TWENTEETH:- 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.

TWENTY FIRST:- That where the family unit is sold by a mortgagee in exercise of his powers of sale under the English Mortgage or by a Court in execution of a Decree in a Suit brought by a mortgage against the owner of such unit, then neither the Mortgagee nor the Purchaser who derived title to the such family unit at such sale, or his successors or assigns shall by liable, for assessments by the Association which become due prior to the acquisition of title by such acquirer, it being understood, however that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such Mortgage.



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TWENTY SECOND:- That in a voluntarily conveyance of a residential unit the Grantee of such unit shall jointly and severally liable with the Grantor for all unpaid assessments by the Association of Apartment owners against the later for his share of the common expenses up to the time of 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 Manager of the Association, as the case may be setting forth the amount of unpaid assessments against the such Grantor due to the Association and such Grantee shall not be liable for, nor shall the Residential 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.

TWENTY THIRD:- That the Manager or Board or Managers of the Association shall obtained and continues in effect blanket property insurance in form and amount satisfactory to Mortgagees holding first Mortgages covering residential units without prejudicial to the right of the owner of a residential unit to obtain the individual residential unit insurance.

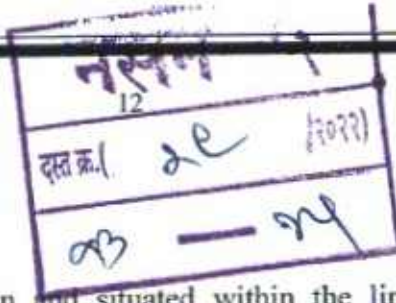
TWENTY FORTH:- That the amendment to this declaration will be effected after passing resolution to that effect in the meeting of all the Apartment owners and for such resolution the consent of each Apartment owner for the same will be necessary and in the pursuance of the resolution passed the Board of Managers will be entitled to effect such amendments to the declaration provided such amendment is duly registered.

TWENTY FIFTH:- That the service of the notice and/or summon or any type of the correspondence will be made at the addressed abovementioned of the persons concerned and or the addresses subsequently informed by the apartment owners to the Board of Managers in writing.

THE SCHEDULED OF THE PROPERTY REFERRED TO ABOVE

SCHEDULE - I

All that piece and parcel of Non-agricultural property, Plot No.07, area adm. 393.86 Sq. Mtrs., (out of the same area adm. 4.31 Sq. Mtrs., has been acquired by NMC, and area remained adm. 389.55 Sq. Mtrs.,) out of the Gat No. 493/2 (as per computerized 7/12 extract S. No. 493/2/Plot/07), the property situated at Village – Satpur, Tal & Dist- Nashik, Within the limits of



Nashik Municipal Corporation and situated within the limits of Registration
Nashik, Sub-registrar Tal. Nashik, & the plots are jointly bounded as follows -

East	Gat/S. No. 492.
West	Colony Road.
South	Open Space.
North	Gat/S. No.493 (Paiki).

Together with **Ground (Parking) + Four Upper Floor** of building standing
thereon named as **"SAI SRUSHTI APARTMENT"**.

**IN WITNESS WHEREOF THE GRANTOR HAVE SIGNED ON THESE
DAY DATE AND YEAR FIRST MENTIONED ABOVE.
SIGNED AND DELIVERED.**

- 1) SMT. SARSWATI SUDHAKAR MAHAJAN
- 2) MRS. PUNAM SAMADHAN CHAUDHARI
- 3) MRS. YOGITA DIPAK MAHAJAN
- 4) MR. MAYUR SUDHAKAR MAHAJAN

No. 4 for himself and as Power of Attorney Holder of No. 1 to 3.

Signature :-



Witness:-

1)

2)

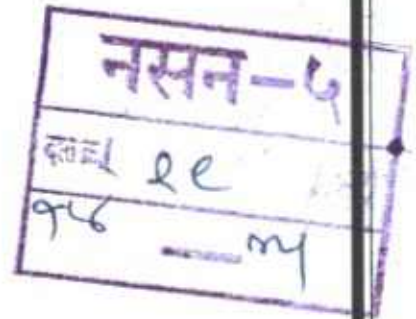


EXHIBIT - "A"
[BUILDING PLAN]

Attached hereafter along with this deed.

EXHIBIT - "B"

BYE LAWS OF "SAI KRUPA APARTMENT"

CHAPTER - 1

1) SHORT TITLE AND APPLICATION

These bye laws may be called the Bye Laws of "SAI SRUSHTI APARTMENT" the provisions of these bye laws apply to the "SAI SRUSHTI APARTMENT".

All present or future Apartment owners, Tenants, Future Tenants and/or their Employees or any other persons that might use the facilities of the building in any manner or subject to the regulations sets 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 the any of the said units will signify that these bye laws are accepted, ratified and will be complied with.

2) DEFINATIONS :

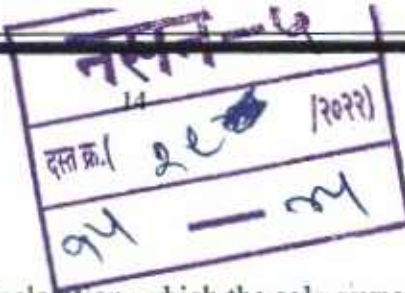
1. In these bye laws, unless the context requires otherwise-

[a] "Act" means the Maharashtra Apartment Ownership Act, 1970.

[b] "Association" means the association of all the Apartment Owners constituted by the owners for the purpose of "SAI SRUSHTI APARTMENT" Condominium.

[c] "Board" means the Board of Managers consisting of three persons all of who shall be owners of Apartment in the "SAI SRUSHTI APARTMENT" Condominium.

[d] "Building" means the building located on Plot No.07, area adm. 393.86 Sq. Mtrs., (out of the same area adm. 4.31 Sq. Mtrs., has been acquired by NMC, and area remained adm. 389.55 Sq. Mtrs.,) out of the Gat No. 493/2 (as per computerized 7/12 extract S. No. 493/2/Plot/07), the property situated at Village - Satpur, Tal & Dist- Nashik, known as the "SAI SRUSHTI 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 executed and registered as provided in the section 2.

[f] "Majority of Owners" Means those owners holding 51% of the votes in accordance with the percentage assigned in the declaration.

[g] "Owner" or "Apartment Owner" means the person owning an Apartment in the "SAI SRUSHTI APARTMENT" Condominium.

[h] "Section" means the section of the Act.

[i] "Unit" means the family unit in the "SAI SRUSHTI APARTMENT" Condominium.

[j] "Registrar" means the Registrar of the Co-Op Societies.

2) Words and expressions used in these bye laws but not defined therein shall have the meaning respectively assigned them in the Act.

3. APARTMENT OWNERSHIP :

The building located at the Plot No.07, area adm. 393.86 Sq. Mtrs., (out of the same area adm. 4.31 Sq. Mtrs., has been acquired by NMC, and area remained adm. 389.55 Sq. Mtrs.,) out of the Gat No. 493/2 (as per computerized 7/12 extract S. No. 493/2/Plot/07), the property situated at Village – Satpur, Tal & Dist- Nashik, and known as the "SAI SRUSHTI APARTMENT" submitted to the provision of the Act.

4. OBJECTS OF ASSOCIATION:-

1. The object of the association shall be:

(a) To be and to Act as the Association of the Apartment owners of the building called the "SAI SRUSHTI APARTMENT" situated at Plot No.07, area adm. 393.86 Sq. Mtrs., (out of the same area adm. 4.31 Sq. Mtrs., has been acquired by NMC, and area remained adm. 389.55 Sq. Mtrs.,) out of the Gat No. 493/2 (as per computerized 7/12 extract S. No. 493/2/Plot/07), the property situated at Village – Satpur, Tal & Dist- Nashik, (hereinafter called as the "Said Building") who have filled their respective declarations submitting their Apartment to the provisions of the Act;

(b) To invest or deposit moneys;

(c) To provide for the maintenance, repair & replacement of the common areas and facilities by contributions from the Apartment Owners, and if necessary, by raising Loans for that purpose;



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- (d) To retain and rent or license if possible, suitable portion 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 the Section 16 of the Act;
- (f) To advance with the consent of the Apartment Owners any short term loan/s to any Apartment Owner/s in case of emergent necessity & to provide for the repayment thereof in lump sum or in installments;
- (g) To establish and carry on, on its own accounts or jointly with the individuals or institutions, educational, physical, social & recreative activities for the benefits of the Apartment Owners;
- (h) To frame rules, with the approval of the General Meeting of the Association & after consulting the Competent Authority & may establish a provident fund and gratuity fund, if necessary, for the benefit of the employee/s 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 these 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 ASSOCIATIONS:-

1] All the persons who have purchased Apartment in the said "SAI SRUSHTI APARTMENT" & have executed respective Declarations u/s 5 of the Act submitting their Apartments to the provisions of the Act shall automatically be the members of the Association, and shall pay the sum of Rs. 1 (One) as the entrance fee and may purchase at least one share of the face value of Rs. 100/- each if any. Each Apartment Owner shall receive a copy of the bye laws on payment of Rs. 100/- (Rs. One Hundred Only).

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 fee of Rs.1/-, or the fees which the association will fix time to time. The shares held by an Apartment Owner selling the Apartment shall be transferred to the name of the purchaser or Donee on payment of the transfer fee to the Association.



On the death of an Apartment Owner, his Apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the Legal Representative of his estate, in case he has not made any specific bequest (of the apartment). The name of the legatee or the names of the Legal Representatives jointly shall be entered in the Register of Apartment owners maintained by the Secretary for the purpose of Administration of the "SAI SRUSHTI APARTMENT" as Apartment Owner or Joint Apartment Owners. Where any legatee is a minor, the Apartment Owner shall be entitled to appoint a guardian of such minor.

6] JOINT APARTMENT OWNERS :- Where an Apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the Apartment and the shares of the Association shall be issued in their joint names, but the person whose name stands first in the Share Certificate shall 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 share/s 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 contest an Election to such office, if he is in arrears of any sum due from him in respect of his contributions for common expenses, for more than Sixty days on the last day of the year preceding the year in which the elections to the Board would take place.

CHAPTER - II

VOTING QUORUM AND PROXIES

9] VOTING :- Voting shall be on a Percentage basis and the percentage of vote to which the Apartment Owner is entitled is the percentage assigned to the Unit or Units in him Deed of Declaration.

10] QUORUM : -Except as otherwise provided in these byelaws the presence in person of a majority of Apartment 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 THE ASSOCIATION:- The Association will have the responsibility of administering the "SAI SRUSHTI APARTMENT" approving the annual Budget, establishing and collecting monthly assessments, and arranging for the management of the apartment in an efficient manner. Except as otherwise provided, resolutions of the Association shall require approval by a majority of the Apartment Owners, casting votes in person.

13. PLACE OF MEETING:- Meetings of the Association shall be held at suitable place convenient to the Apartment Owners as may from time to time be designated by the Association.

14] ANNUAL MEETING : - The first annual meeting of the Association shall be held within a period of two months from the date of the registration of the Declaration Deed. Thereafter the annual meetings of the Association shall be held on the first 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 Apartment Owners may also transact such other business of the Association as may properly come before them.

15] SPECIAL MEETING: - It shall be 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, as the case may be, the Registrar or any office duly authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four fifths of the owners present in person.

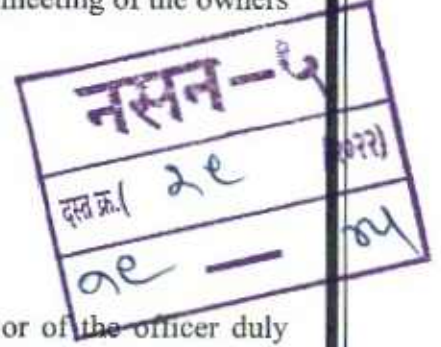
16] NOTICE OF MEETING:- It shall be the duty of the secretary to mail or send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is held, to each apartment owners, at least 2 but not more than 7 days prior to such meeting. The mailing or sending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



17] ADJOURNED MEETINGS:- If any meeting of any owners cannot be organized because a quorum has not attended the owners who are present, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. If at such adjourned 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 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 meetings.
- d] Reports of Officers.
- e] Report of the Housing Commissioner or the Registrar or of the officer duly authorized by them if present.
- f] Report of Committees.
- g] Election of Board 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 & DUTIES OF THE 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 and done by the owners.

21] OTHER DUTIES:- In addition to the 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 "SAI SRUSHTI APARTMENT" and the common areas and facilities and 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 "SAI SRUSHTI APARTMENT" and the common area and facilities and the restricted common areas and the facilities.



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D] To provide for the manner in which the audit and 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 the cash-book is written up promptly and is signed duly by one of the members of the Board authorized in this behalf.

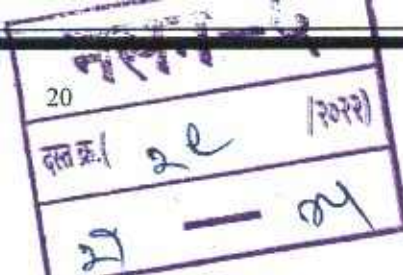
H] To hear and deal with complaints.

22] MANAGER:- The Board may employ for the association a Manager at a remuneration 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 successors have been elected and hold 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 less than quorum and each person so elected shall be a manager until a successors is elected at the next annual meeting of the association.

25] REMOVAL OF MANAGERS:- At any regular or special meeting duly called any one or more of the managers may be removed with or without cause by a majority of the apartment owners and a successor may then and there to fill the vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.



26] ORGANISATION MEETING:- The first meeting of newly elected Board shall be held within ten days of election at such place as shall be fixed the managers at the meeting at which such 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 MEETING:- 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.

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

29] WAIVER OF NOTICE:- Before or ay any meeting of the Board, any manager, may, in writing, waive 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 place thereof. If all the Managers are present at a meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

30] QUORAM:- At all meetings of the Board 1/3 of the total strength of the Managers shall constitute a quorum for Managers present at the meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there 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.

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 shall be paid by the association.

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CHAPTER - V

OFFICERS



32] DESIGNATION:- The Principal Officers of the Association shall be a President, a Vice President a Secretary and a Treasurer all of whom shall be elected by and form the Board. The Board may appoint an assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. (In the case an association of One Hundred owners or less, the officers of Treasurer and Secretary, may be filled by the same person).

33] ELECTION OF OFFICERS:- The officers of the Association shall be elected annually by the Board of the organization meeting of each new Board and shall hold officers 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 meetings of the association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to the power to appoint committees from among owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the association.

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 member of the Board so to act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by Board.

37] SECRETARY:- The Secretary shall keep the minutes of all meetings of the board and the Minutes of all the meetings of the Association, he shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incidental to the office of the Secretary.



38] TREASURER: - The Treasurer shall be responsible for the Association funds and Securities and shall also be responsible for keeping full and accurate accounts of all the receipts and disbursements in books belonging to the association. He shall be responsible of the deposit of all money and other valuable effects in the name and to the credit and the association in such depositaries as may from time to time be designated by the Board.

CHAPTER - VI

OBLIGATIONS OF THE APARTMENT OWNERS

39] ASSESSEMENTS:- The all Apartment Owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to "SAI SRUSHTI APARTMENT" which may include an insurance premium for a policy to cover repair work and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made pro-rata according to the value owned, as stipulated in the declaration. Such assessments shall include monthly payments to a General Operating Reserve Fund and a Reserve Fund for replacements.

40] MAINTENANCE AND REPAIR:-

- a] Every Apartment Owner must perform promptly, all maintenance repair work within his own unit, which if committed would affect the "SAI SRUSHTI APARTMENT" in entirety or in part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.
- b] 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 expenses of the apartment owner concerned.
- c] An apartment Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas and facility damaged through his fault.

41] USE OF FAMILY UNITS-INTERNAL CHANGES:

- a] All units shall be utilized for the residential purpose only.
- b] 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 employee. The Association shall have the obligation to answer within thirty days and failure to



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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 & RESTRICTED COMMON AREAS & FACILITIES:

a] An Apartment Owner shall not place or cause to be placed in the lobbies vestibules, stairways, elevators and other areas of "SAI SRUSHTI APARTMENT" 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.

b] The "SAI SRUSHTI APARTMENT" shall have one Elevator devoted to the transportation of Apartment Owners, family members of the Owners, Residents and their guests.

43] RIGHT OF ENTRY:

a] An Apartment 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 threatening his unit, whether the owner is present at the time or not.

b] An Apartment Owner shall permit other owners, or their representative when so required to enter his unit for the purpose of performing installation, alterations or repairs to the mechanical or electrical services provided that requests for entry are made in advance and that such entry is to time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

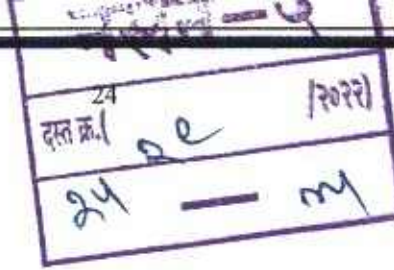
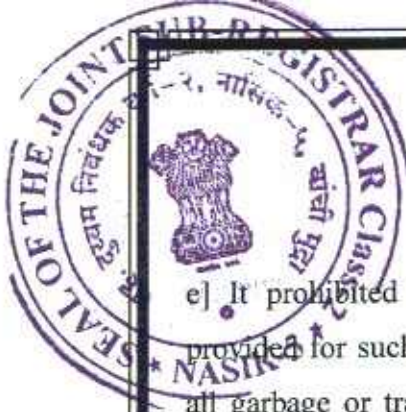
44] RULES OF CONDUCT:

a] No resident of the "SAI SRUSHTI APARTMENT" shall post any advertisement or posters of any kind in or on the building except as authorized by the association.

b] All the 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.

c] It is prohibited to dust rugs, bed-sheets etc by beating on the exterior part of the said apartment.

d] It is prohibited hand garments, rugs etc. from the windows balconies or from any of the faces of the "SAI SRUSHTI APARTMENT".



e] It prohibited throwing garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installation not provided all garbage or trash shall be collected in a vessel and thrown in the municipal dustbin.

f] No Apartment 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 "SAI SRUSHTI APARTMENT" or that protrude through the walls or the roof of that except as authorised by the association.

CHAPTER – VII

FUNDS AND THEIR INVESTMENTS

45] FUNDS:

The association in all or any of the following ways may raise funds namely :

- 1] by shares
- 2] by contributions and donations from the apartment owners.
- 3] from common profits which shall form the nucleus of the reserve fund.
- 4] 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.

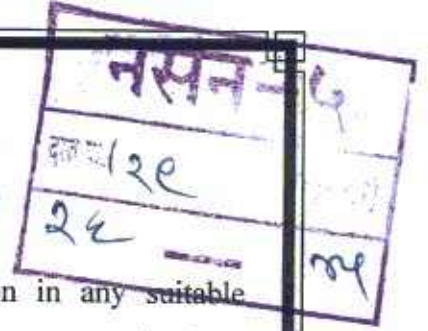
46] INVESTMENTS:

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

- 1] In any Nationalised Bank such as State Bank of India as decided by the meeting.
- 2] In any of the securities specified in the section 20 of the Indian Trusts Act, 1882.
- 3] In Indian Post Office, and Central Government Securities, such as National Savings Certificates etc. 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:- There should be any Federation of Apartment Owners/Apartments in the locality in which the said "SAI SRUSHTI APARTMENT" is situate, at 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 in any suitable Nationalised Bank decided by the meeting 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/- shall be made by Cheque signed 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 contribution towards common expenses and his share of assessment and other dues, if any, in respect of his apartment.

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

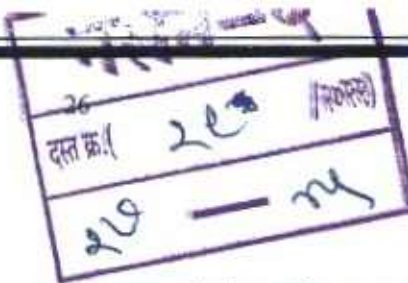
- a] The Profit & Loss Account
- b] The receipts and expenditure of the previous financial years and
- c] A summary of the property and assets and liabilities of the common areas and facilities of the association giving such particulars as will disclose the general nature of these liabilities and assets 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 accounts of the association to be prepared by the Board as hereinabove provided and shall examine the annual return and verify the same, with the accounts relating thereto and shall either sign



the same as found by him to be correct, duly vouched and in accordance with law, or specially report to the association in what respect he finds it incorrect, untouched or not in accordance with law.

51] POWERS 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 a special 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 Apartment Owner who mortgages his units shall notify the association through the Manager, if any or the President of Board, in the event there is no manager, the name and address of his mortgagee and the association shall maintain such information in a book entitled "Mortgagees of Units".

53] NOTICE TO UNPAID ASSESEMENTS:- The Association shall at the request of the mortgagee of a unit report any unpaid assessment due from the owner of such unit.

CHAPTER – IX

COMPLIANCE

54] COMPLIANCE:- These bye laws are set forth to comply with the requirements of the Maharashtra Apartment Ownership Act, 1970. In case any of these bye laws conflict with the provisions of said Act, it is hereby agreed and accepted that provisions of the Act will apply.

55] SEAL OF THE ASSOCIATION:- The Association shall have the common seal which shall be in the custody of the Secretary and shall be used only under the authority of resolution of the board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the association by two members of the Board and the secretary or any other person authorized by the association in this behalf.

CHAPTER – X

AMENDMENT TO PLAN OF APARTMENT OWNERSHIP

56] AMENDMENT OF BYE LAWS:

These bye laws may be amended by the association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by the Apartment Owners representing at least 75 percent of the total value of all the units in the "SAI SRUSHTI APARTMENT" as shown in the Declaration.

THIS DEED OF DECLARATION.

At. Nashik.

Date :- 28/12/2021.

