जलना - २

दस्त.क्र. ८०१३/२०१८

९/६५

CHALLAN
MTR Form Number-6

GRN MH008456808201819E	BARCODE	Date 20/11/2018-13:17:43	Form ID 25.3

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	JLG1_HQR SUB REGISTRAR JALGAON 1	Full Name	CHANDRA CONSTRUCTION THROUGH PARTNERS
Location	JALGAON		
Year	2018-2019 One Time	Flat/Block No.	GAT NO 182/3 PLOT NO 2 TO 10 16 TO 23 26 TO
		Premises/Building	49/A

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

Road/Street	SAVKHEDE KU
Area/Locality	4680.39 SQM
Town/City/District	
PIN	4 2 5 0 0 1
Remarks (If Any)	SecondPartyName=A~
Amount In Words	Two Hundred Rupees Only

DEFACED ₹200.00 DEFACED

OFFICE OF THE JOINT SUB-REGISTRAR CLASS-2 JALGAON-2

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	691033320181120125 88	191098932
Cheque/DD No.		Bank Date	RBI Date	20/11/2018-13:18:45	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9960926698

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

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount

Print Date 20-11-2018 04:34:36

GRN : MH008456808201819E Amount : 200.00 Bank : IDBI BANK Date : 20/11/2018-13:17:

1	(iS)-119-6013	0004649200201819	20/11/2018-16:29:52	IGR349	100.0
2	(iS)-119-6013	0004649200201819	20/11/2018-16:29:52	IGR349	100.00
			Total Defacement Amount		200.00

ज ल न - २
दस्त.क्र ६ ०१७/२०१८
२/६७

THE SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 सह.दुय्यम निबंधक, वर्ग-२ जळगांव-२ सत्यमेव जयते JALGAON-2

Print Date 20-11-2018 04:34:36

जलन - २
दस्त.क्र.६०९३/२०१८
३/६७

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	201120180412S	Receipt Date	20/11/2018

Received from CHANDRA CONSTRUCTION THROUGH PARTNERS MUKESH SHANTILAL LALWANI, Mobile number 9860926698, an amount of Rs.1320/-, towards Document Handling Charges for the Document to be registered on Document No. 6013 dated 20/11/2018 at the Sub Registrar office Joint S.R. Jalgaon 2 of the District Jalgaon.

DEFACED
₹ 1320
DEFACED

Payment Details

Bank Name	IBKL	Payment Date	20/11/2018
Bank CIN	10004152018112003495	REF No.	191101823
Deface No	201120180412SD	Deface Date	20/11/2018

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

THE SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 सह दुय्यम निबंधक वर्ग-२ यांची मुद्रा सत्यमेव जयते जळगांव-२ JALGAON-2

Stamp E- Challan

GRN No.	
Type of Document	**Deed of Declaration**
Name of Stamp Purchaser	**Chandra Construction**
Rupees	**100/-**
Date	**/11/2018**



DEED OF DECLARATION UNDER APARTMENT OWNERSHIP ACT, 1970.

This deed of Declaration is made in respect of a residential Project called as "**VASTU NAGAR**" situated at Savkheda Bk. Tal. & Dist. Jalgaon on this ___day of **Nov.-2018.**

CHANDRA CONSTRUCTION
PAN : AAGFC9618L
Through Partner

1. **Mr. Mukesh Shantilal Lalwani**
   Age- 63 yrs., Occ.-Business,
2. **Mrs. Chandrakala Mukesh Lalwani**
   Age- 55 yrs., Occ.-Business,
3. **Mr. Jayesh Mukesh Lalwani**
   Age- 31 yrs., Occ.-Business,
   All R/o. Chandram, Lake City
   Lane No. 3, Shirsoli Road,
   Jalgaon, Tal. & Dist. Jalgaon

Hereinafter referred to as "**GRANTORS**" (which expression shall unless it be repugnant to the context is mining thereof be deemed to mean and include his heirs, executors, administrators, and assigns). And the GRANTORS are fully empowered and qualified to execute this Deed does hereby states:

1. **Mr. Parimal Mukesh Lalwani**
   Age : 33, Occu. : Business and Agri.
2. **Mr. Rohan Mukesh Lalwani**
   Age- 29 yrs., Occ.-Business,
   Both R/o. Chandram Banglow, Lekecity Lane No.3,
   Shirsoli Road, Jalgaon.

hereinafter called **"THE CONFIRMING PARTY".**

That Confirming party No. 1 is retired partner but his name still appear in 7/12 extract of above property but he is admitted this deed and he no objection about said Deed and for that purpose he signed below

Confirming party No. 2 is New partner of M/s. Chandra Construction but his name did not appear in 7/12 extract of above property but he is admitted this deed and he no objection about said Deed and for that purpose he signed below.

FIRST

THAT, the Grantors owns and possesses a free hold **All piece and parcel of Plot No. 2 to 10,16 to 23,26 to 49/A admeasuring area 4680.39 Sq.Mtr. out of Gat No. 182/3 of Savkheda Bk. Tal. & Dist. Jalgaon** and situated within the limit of Grampanchyat Shavkheda Bk. Tal. & Dist. Jalgaon which is bounded as :-

East	9 Mtr. Road
West	12 Mtr. Road
North	9 Mtr. Road
South	18 Mtr. Road

Which is owned by the Present Grantors which is hereinafter referred to as **"The Said Plot".**

SECOND :

THAT, the Grantor constructed & developed a residential Scheme i.e. Building consisting of Blocks & Flats known as "Wing-A, Wing-B, Wing-C & Wing-D as per availability of present FSI & Premium.

At present **Wing No. A** - Consisting of Basement, Parking, Two Flat at First Floor, Two Flat at Second Floor, Two Flat at Third Floor, Two Flats at Forth Floor.

At present **Wing No. B** - Consisting of Basement, Parking, Two Flat at First Floor, Two Flat at Second Floor, Two Flat at Third Floor, Two Flat at Forth Floor.

At present **Wing No. C** - Consisting of total 10 Blocks, Parking.

At present **Wing No. D** - Consisting of total 7 Blocks, Parking.

And thus the Project is jointly known as " **VASTU NAGAR** " according to the Plans attached herewith which has been approved and sanctioned by Sub-Divisional Officer, Jalgaon Division Jalgaon by it's Office Letter No. JAMIN/BANDHAKA/S.R./ 2018/ 4018 on dated 23/10/2018.

The Postal address of the building is:-

"**VASTU NAGAR**"
Plot No. 2 to 10,16 to 23,26 to 49/A
Gat No. 182/3 of Savkheda Bk.
Tal. & Dist. Jalgaon Pin Code - 425001.

THIRD :

THAT, the project known as "VASTU NAGAR" consisting of in total four wings described above and all wings are capable of individual utilization on account of having their own access to the common area and facilities of the wings and all the apartments in the said wings can be sold to one or more owners, each owner obtaining a particular and exclusive right hereto and each apartment consists of heritable and transferable immoveable property within the meaning of any law time being in force in the state, hereinafter referred to as "**The Family Unit**" and also having undivided share in the General and / or restricted areas and facilities as listed in this Deed necessary for their adequate used and enjoyment and hereinafter referred to as "The General and/or restricted common areas and facilities" all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970 and rules there under 1972.

FORTH :

THAT, the aforesaid building "**VASTU NAGAR**" is having **Plot area 4680.39 Sq.Mtr. &** is presently having total built-up area **5647.24 Sq.Mtr**

And proposed built up area available to the present grantor by virtu of New Development Control Regulation and premium polity of State published by State Government, which is equal to 499.03 Sq.Mtr. Thus, the building known as "VASTU NAGAR". Thus granter have the rights to utilize the extra built up area by virtu of the above said changes in policy on the said plots as per the prevalent law.

FIFTH :

THAT, this condominium shall be known as "**VASTU NAGAR**" condominium and the family units and common areas, restricted common area and facilities of the building are as under :

1) Family Units :

In all there are 33 family units, all family units are of different type:-

Plot area 4680.39 Sq.Mtr. &Total sanctioned Built-up area 5647.24 Sq.Mtr.

Floor	Unit Nos.	B/up area Sq.mtr.	Carpet Area Sq.Mtr.	Land Holding	Voting %
		Wing – A			
1st FLOOR	FLAT No.1	185.89	161.3	96.88	2.069913
	FLAT No.2	190.46	165.3	99.12	2.117772
2nd FLOOR	FLAT No.3	185.89	161.3	96.88	2.069913
	FLAT No.4	190.46	165.3	99.12	2.117772
3rd FLOOR	FLAT No.5	185.89	161.3	96.88	2.069913
	FLAT No.6	190.46	165.3	99.12	2.117772
4th FLOOR	FLAT No.7	177.22	152.04	85.93	1.835958
	FLAT No.8	181.97	156.25	95.00	2.029745
Basement				56.788	1.213318
	TOTAL	**1488.24**		**825.718**	**17.64208**
		Wing – B			
1st FLOOR	FLAT No.1	185.89	161.30	96.88	2.069913
	FLAT No.2	183.52	158.63	95.71	2.044915
2nd FLOOR	FLAT No.3	185.89	161.30	96.88	2.069913
	FLAT No.4	183.52	158.63	95.71	2.044915
3rd FLOOR	FLAT No.5	185.89	161.30	96.88	2.069913
	FLAT No.6	183.52	158.63	95.71	2.044915
4th FLOOR	FLAT No.7	177.22	152.04	85.93	1.835958
	FLAT No.8	175.03	149.58	91.68	1.958811
Basement				56.788	1.213318
	TOTAL	**1460.48**		**812.168**	**17.35257**
		Wing – C			
	BLOCK No.1	146.03	132.82	231.52	4.947 %
	BLOCK No.2	146.03	132.82	174.17	3.721 %
	BLOCK No.3	146.03	132.82	174.17	3.721 %
	BLOCK No.4	146.03	132.82	174.17	3.721 %
	BLOCK No.5	146.03	132.82	174.17	3.721 %
	BLOCK No.6	146.03	132.82	187.23	4.000 %
	BLOCK No.7	201.51	197.24	235.59	5.034 %
	BLOCK No.8	201.51	197.24	186.01	3.974 %
	BLOCK No.9	201.51	197.24	186.01	3.974 %
	BLOCK No.10	201.51	197.24	212.71	4.545 %
	TOTAL	**1682.22**		**1935.75**	**41.358 %**
		Wing – D			
	BLOCK No.23	145.19	136.36	146.494	3.130 %
	BLOCK No.24	145.19	136.36	146.494	3.130 %
	BLOCK No.25	145.19	136.36	146.494	3.130 %
	BLOCK No.26	145.19	136.36	146.494	3.130 %
	BLOCK No.27	145.19	136.36	146.494	3.130 %
	BLOCK No.28	145.19	136.36	146.494	3.130 %
	BLOCK No.29	145.19	136.36	227.79	4.867 %
	TOTAL	**1016.33**		**1106.754**	**23.647 %**
	All TOTAL	**5647.27**		**4680.390**	**100**

Note : The above percentage of Units is calculated on the basis of land holding area of Unit. In case in future additional or balance F.S.I./T.D.R./premium is available to the Grantors, or any revised plan sanctioned, then the above percentage will be varied as per the situation of the Wing were future construction will done and amendment of this Declaration.

BOUNDRIES

Floor	Unit Nos.	EAST	WEST	NORTH	SOUTH
Wing – A					
1st FLOOR	FLAT No.1	Open Space	Road	Flat No. 2	Colony Road
	FLAT No.2	Open Space, Block No. 10 & Pathway	Road	Pathway	Flat No. 1
2nd FLOOR	FLAT No.3	Open Space	Road	Flat No. 4	Colony Road
	FLAT No.4	Open Space, Block No. 10 & Pathway	Road	Pathway	Flat No.3
3rd FLOOR	FLAT No.5	Open Space	Road	Flat No. 6	Colony Road
	FLAT No.6	Open Space, Block No. 10 & Pathway	Road	Pathway	Flat No.5
4th FLOOR	FLAT No.7	Open Space	Road	Flat No. 8	Colony Road
	FLAT No.8	Open Space, Block No. 10 & Pathway	Road	Pathway	Flat No.7
Wing – B					
1st FLOOR	FLAT No.1	Open Space, Block No. 8 & 9	Road	Flat No. 2	Pathway
	FLAT No.2	Block No. 7 & 8	Road	Road	Flat No. 1
2nd FLOOR	FLAT No.3	Open Space, Block No. 8 & 9	Road	Flat No. 4	Pathway
	FLAT No.4	Block No. 7 & 8	Road	Road	Flat No.3
3rd FLOOR	FLAT No.5	Open Space, Block No. 8 & 9	Road	Flat No. 6	Pathway
	FLAT No.6	Block No. 7 & 8	Road	Road	Flat No.5
4th FLOOR	FLAT No.7	Open Space, Block No. 8 & 9	Road	Flat No. 8	Pathway
	FLAT No.8	Block No. 7 & 8	Road	Road	Flat No.7
Wing – C					
BLOCK No.1		Block No. 29	Road	Block No.2	18 Mtr Road
BLOCK No.2		Block No. 28	Road	Block No.3	Block No.1
BLOCK No.3		Block No. 26 & 27	Road	Block No. 4	Block No.2
BLOCK No.4		Block No. 25 & 26	Road	Block No. 5	Block No.3
BLOCK No.5		Block No. 24 & 25	Road	Block No. 6	Block No.4

BLOCK No.6	Block No. 23 & 24	Road	Pathway & Colony Road	Block No.5
BLOCK No.7	Colony Road	B-Wing	Colony Road	Block No.8
BLOCK No.8	Colony Road	B-Wing	Block No. 7	Block No.9
BLOCK No.9	Colony Road	B-Wing	Block No. 8	Pathway
BLOCK No.10	Colony Road	A-Wing	Pathway	Open Space

Wing – D				
BLOCK No.23	Colony Road	Block No. 6	Pathway	Block No.24
BLOCK No.24	Colony Road	Block No.6 & 5	Block No.23	Block No.25
BLOCK No.25	Colony Road	Block No. 5 & 4	Block No.24	Block No.26
BLOCK No.26	Colony Road	Block No. 4 & 3	Block No.25	Block No.27
BLOCK No.27	Colony Road	Block No. 3 & 2	Block No.26	Block No.28
BLOCK No.28	Colony Road	Block No. 2	Block No.27	Block No.29
BLOCK No.29	Colony Road	Block No. 1	Block No.28	18 Mtr. Road

2) Common Area and facilities:

1. Piece & parcel of land described in the First Paragraph of this Deed i.e. **All piece and parcel of Plot No. 2 to 10,16 to 23,26 to 49/A admeasuring area 4680.39 Sq.Mtr. out of Gat No. 182/3 of Savkheda Bk. Tal. & Dist. Jalgaon.**
2. All roads, passages, entry area, exit area and other open area between building or common for above building.
3. One Community Hall, One Watchman Cabin each common for all unit holder.
4. The common area of ground floor of the above building will be covered under the vision of C.C.TV. cameras and that cameras will be common for all unit holders.
5. Watchman cabins that will be provided on the required places will be common for all above building
6. The one water storage tank on the top and One underground water tank of the Family Unit of Wing C & D.
7. The one water storage tank on the top of the building and one common underground water tank for Wing A & Wing B situated at North-East side on Wing B.
8. One overhead water tank common for all the Wing mentioned above.

9. Electric motors pipe connection, switch board, starter and other electrical equipments provided for pumping of water from well upto the overhead water storage tank of the above said wing. Grantor have full rights to add pipe connection from said pipe line. It is noted that the well is own by Grantor only. And Grantor has full rights to utilize water of well for any other site or any purpose. No separate consent is required for that purpose.
10. Meter Room near staircase and cable used is common for all owners for Wing A & Wing B.
11. One three phase connection for the building is taken which will be used for lift and other common amenities provided for the above said building of Wing A & Wing B each.
12. There will be one lift provided for the building which is common for all unit holder of the above said building of Wing A & Wing B each.
13. On the above project there will be parking available on ground floor of building of Wing A & Wing B. One Four wheeler Parking allotted to each family Unit of Wing A & Wing B separately. And two wheeler Parking is common for family Unit of Wing A & Wing B. And additional parking if required to family unit holder then they can purchase from Grantor by paying additional cost.
14. On the above project there will be separate parking available on ground floor of family units of Wing C & Wing D.
15. There are basement unit also in said building. The basement owner have right to park their vehicles in the parking area, But in no way can park their or their customers vehicles in front of the residential unit entrances.
16. Fire fighting equipments provided for the safety of above building as per corporation rule will be common for all unit holders and will have to be maintained periodically by the unit holders to avail its utmost usability.
17. The basement owners of building can avail water from the overhead water tank but will have 'to pay judicious maintenance for the same to the association of unit holder of building which will be formed subsequently.

18. If some basement owner desired to construct toilet in their basement, they can join the drainage of such toilet to main line of project provided they will ensure the re-fixing of tiles/ concreting to the satisfaction of society.
19. Unit owners will have to ensure that no vehicle is ever parked in front of entrances to society so as to block the passage & cause obstruction to the free movement of vehicles.
20. One common Septic Tank provided for all Wings.
21. Staircase of building common for all unit holder for building Wing A & Wing B.
22. Lifts of Building are common for all unit holder of building with power backup for all lifts provided for the building Wing A & Wing B.
23. Lobbies of Building are common for all of Family Unit of Wing A and Lobbies of Building are common for all of Family Unit of Wing B.
24. Plumbing network throughout the building in common area and is common for all Unit holder of Wing A & Wing B. and separate for each family unit holder of Wing-C & Wing-D
25. Electric wiring network throughout the building in common area and is common for all for Wing A & Wing B. and separate for Wing C & Wing D.
26. Necessary Light connections throughout the building in common area, Community hall, Watchman Cabin, Street light and is common for all and will have to maintained periodically by the association.
27. Drainage lines throughout the building in common areas.
28. The foundations; main walls, columns, beams, girders and roof total building as described in plan of Wing A & Wing B.
29. No member of the association / unit holder shall exempt himself from liability for his contribution towards common expense by waiver of the use of enjoyment of any of the general or restricted common areas and facilities or by the abandonment of his apartment.
30. Every owner / unit holder even if it is rented or leased must perform prompt all maintenance and repair work within his own unit, which if omitted would affect the entire building or a part of building

belonging to other owners, he being expressly responsible for the damages and liabilities that may arise due to his' failure to do so.

31. The unit holders shall not place or cause to be placed in lobbies, pathway, vestibules, stairways elevators and other common areas and facilities of a similar nature, any furniture, package or objects of any kind. Such area shall not be used for any purpose other than normal transit through them.
32. The association shall have elevator(s) deveted only for the transportation of the owners and their guests alongwith small lightweight freight. However, heavy packages goods, shifting merchandises will not be permitted to be transported by elevators and can be done only by the staircase for Wing A & Wing B.
    In case a failure is met to do as told above, the elevator will have to be maintained by the association and any part / defect caused to lift as a result of such activity the cost of repair will have to be borne by the unit holders or his tenant in case the owner has rented or leased his flat for Wing A & Wing B.
33. The purpose of these guidelines for the occupants of '**VASTU NAGAR**' is to help to maintain the entire compels as a high quality environment for residential purpose. Being intended fit for the benefit of all unit holders and biding on all unit owners their servants, guests, licenses and permitted occupants.
34. Potted plants shall not be kept on window grills of any flat, it shall be kept on the balconies / inside the grill of the plants are hung from the ceiling it should be hung in such a way that water overflowing from the pots will fall on the balconies and not outside grill of Wing A & Wing B.
35. WC / Toilets should be used only for the purpose for which they are intended and no rubbish or any other material should be thrown into them. The cost of clearing any blockage and / or making good any damage from their misuse will be charged to the resident of the unit where the problem originated as investigated by the competent personal.
36. Unit owners / their children / guests / licenses must not cause any damage to the common areas /

services / facilities. Damage if any will be rectified by the Association and charged to the unit holder responsible for it.

37. When any resident member desires to use the common area or any other common area he / she must ensure that they don't cause hindrance / hardship to other residents. It will be his and only his sole responsibility to clean the premises and to restore it to its previous condition if any damage in cause to any / a common facility / space the resident will have to arrange restoration to its original condition and his own cost and expenses.
38. The association reserves the right to evict any resident from a unit which is rented / leased for reasons of any misdemeanor, or misconduct, indecency or for carrying any activity causing ill to the well being of the neighbors and the community on general.
39. All the common facilities will be under the responsibility of the association and will have the maintained periodically so as to be used in its utmost condition.
40. Any damage to the exterior / diversion of the building due to changes / alternation / additions, carried out by the unit holder will have to rectified and be brought to its original condition at the cost and expense of the unit holder.
41. No car of any unit holder / his guest / leases shall be parked in such a way so as to obstruct the route of any other residents / owners.
42. No interior work/ renovation/ addition/ alternations being carried out any unit holder without prior permission R.C.C. consultant Mr. Milind S.Rathi, and Association of Building.
43. In case of interior work / renovation / addition / alternations being carried out any unit holder they must at all time clean all the common areas which they have loitered and remove debries or garbage related to their work immediately on a day to day basis. This areas include the car park, stairs, front entrance, lobbies etc.
44. No core cutting for AC can be done without prior permission of building R.C.C. consultant Mr. Milind S. Rathi, and Association of Building.

45. Further if core cutting is done in the brick work the debris which will fall on the unit holders flat beneath the one where the core cutting is done will have to be cleaned / cleared and disposed properly as stated in the guidelines previously.

46. If due to debris any damage / breakage is caused on the unit holder below where the core cutting is done. All repairs will have to done by the unit holder at his own cost and expense within 7 days.

3) Restricted Areas & Facilities :

The terrace of said building is owned and possessed by the present Grantor only. Grantor has not used full FSI, potential of this plot. Till today 436.98 Sq.Mtr. F.S.I. is balance towards grantor and in future State Government may enforced new TDR policy which can be applicable to this area also. The policy enables grantor to further load TDR on said plot. Govt. has also published new set of Development Control- Rules, in which basic FSI potential is also increased. Because of these two policies FSI potential of this plot has increased which Grantor has right to use on floors above presently sanctioned floors, subject to sanction from appropriate authority sell to prospective customers. Therefore at the time of any revised plan sanctioned then the percentage of land holding and voting will the varied as per propose construction of said Wing.

The terrace above such added construction of said building will be owned by unit holders of said building for their use and enjoyment. Grantors have taken care to provide for such additional load in RCC design of columns. The present unit holders shall not take any objection for construction on such terrace and no separate consent is required.

The Basement of Wing A & Wing B are owned and possessed by the present Grantor only.

All unit holders in the said project known as '**VASTU NAGAR**' shall not change the plan prepared by Architect Mr. Pankaj Deore and sanctioned by the Sub-Divisional Officer, Jalgaon Division Jalgaon so also as per the design of R.C.C. consultant Mr. Milind S. Rathi. Even though in case any unit purchaser seeks to make any changes which may affect structural elements of the building in that case he/she must obtained a NOC certificate from R.C.C. consultant Mr. Milind S.

Rathi and if no such NOC is obtained then the onus in case of any structural damage caused due to the unit owners alteration and or addition, it will be the sole responsib1ilty of the unit purchasers, who have made such changes without permission and he/she will to face to consequences like wise as directed by the competent authority.

SIXTH :

THAT, right, title and interest of each owner of a family unit in the common areas and facilities and their proportionate share in the profits and common expenses in the said General common areas and facilities as well as the proportionate representation as mutually decided in the meeting of the Association of Apartment Owners of '**VASTU NAGAR**' Condominium**.** And THAT, right, title and interest of each owner of all unit in common expenses for security, Housekeeping for the said building as mutually decided in the meeting of the Association of Apartment Owners of '**VASTU NAGAR**' Condominium

SEVENTH :

THAT, the administration of '**VASTU NAGAR**' Condominium consisting of aforesaid building and parcel of the land described in the paragraphs first and fifth of this Deed and with the provisions of bye-laws which are made a part of this Deed and are attached herewith.

EIGHT :

THAT, as appears above a plan of Apartment Ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 so that the family units comprised in the said project called '**VASTU NAGAR**' may be conveyed and registered as individual properties capable of individual unit of independent use on account of each having its own exit to a common area and facility 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.

NINETH :

THAT, for the purpose of stamp duty and registration fees to be imposed on the registration of this Deed in the Register of Declaration and Deeds of Apartment under section 13(5) the value of the '**VASTU NAGAR**' Condominium is valued at as per Government Valuation.

TENTH :

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 Exhibit attached hereto and the Grantors covenants to take no action which will adversely affects the rights of the Association of Apartment Owners with respective assurances against latent defects in the building or rights assigned to the association by reason of the establishment of '**VASTU NAGAR**' Condominium.

ELEVENTH ;

THAT, the General and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

TWELVETH :

THAT, the percentage of the undivided interest in the General and/or restricted common areas and facilities established therein shall not be changed except with the unanimous consent of all the Apartment Owners expressed in amendment to this Deed duly registered.

THIRTEENTH :

THAT, the undivided interest in the General and/or restricted common areas and facilities shall not be separated from the family units to which it appertains and shall be deemed conveyed or encumbrance with the unit even though such a interest is not expressly mentioned or described in the conveyance or other instruments.

FOURTEENTH :

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

FIFTEENTH :

THAT, the dedication of the property to the plan of Apartment Ownership herein shall not be revoked, or the property removed from the plan of Apartment Ownership, or any of the provisions herein amended unless all of the apartment owners and the mortgagees of all the mortgages covering the units unanimously

agree to such revocation, or amendment or removal of the property from the plan by duly registered instruments.

SIXTEENTH :

THAT, no Apartment Owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and / or restricted common areas and facilities or by the abandonment of his family unit.

SEVENTEENTH :

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

EIGHTEENTH :

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

NINETEENTH :

THAT, if the property, subject to 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.

TWENTIETH :

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

TWENTY FIRST :

All persons who have purchased Apartment in the "**VASTU NAGAR**" Condominium and executed respective Declarations under Section - 5 submitting their Apartment to provisions of the Act, shall automatically be members of the Association, and shall liable to pay the sum towards maintenance charges of Association.

That, it is noted that, Grantor is liable to pay maintenance charges of association of any units only if any units not sold with in the period of two years after receiving Completion / Occupancy Certificate. Till that date the maintenance charges of association is born by existing member of Association.

TWENTY SECOND :

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

TWENTY THIRD :

THAT, insurance premium for any blanket insurance coverage shall be a common expenses to be paid by monthly assessment levied by the Association of Apartment Owners and that such payment shall be held in a separate accounts of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

IN WITNESS WHEREOF the Grantors have set his signature on this _____ day of November 2018 at Jalgaon.

Chandra Construction Through Partner

1.Mr. Mukesh Shantilal Lalwani

----

2. Mrs. Chandrakala Mukesh Lalwani

----

3. Mr. Jayesh Mukesh Lalwani
GRANTOR

----

1. Mr. Parimal Mukesh Lalwani

----

2. Mr. Rohan Mukesh Lalwani
CONFIRMING PARTY

WITNESSES :

Sr. No.	Name & Address	Sign
01.	_____ _____	.....
02.	_____ _____	.....

EXHIBIT "B"

BYE LAWS OF VASTU NAGAR CONDOMINIUM.

1) SHORT TITLE AND APPLICATION

a) These bye-laws may be called the bye laws of the "**VASTU NAGAR**" Condominium.

b) The provisions of these bye-laws apply to the "**VASTU NAGAR**" Condominium.

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

The mere acquisition or rental or taking or license of any or the family units (hereinafter referred to as "Unit") 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 required otherwise.

a) 'Act' means the Maharashtra Apartment Ownership Act, 1970.

b) 'Association' means the Association of all the Apartment Owners constituted by such owner for the purpose of "**VASTU NAGAR**" Condominium.

c) 'Board' means a Board of Managers consisting of five persons all of whom shall be owners of Apartment in the "**VASTU NAGAR**" Condominium.

d) 'Building' means the building located at **All piece and parcel of Plot No. 2 to 10,16 to 23,26 to 49/A admeasuring area 4680.39 Sq.Mtr. out of Gat No. 182/3 of Savkheda Bk. Tal. & Dist. Jalgaon** and known as "**VASTU NAGAR**" Condominium and includes the land forming part thereof.

e) 'Declaration' means the Declaration which the sold owner of the building or all the owners of the building have executed and registered s provided in Section 2.

f) 'Majority of Owners' means those owners holding 51 percent of the votes in accordance with the percentages assigned in the Declaration.

g) 'Owner' or Apartment owners means the person owing an Apartment in the "**VASTU NAGAR**" Condominium.

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

i) 'Unit' means a family unit in the "**VASTU NAGAR**" Condominium.

j) 'Registrar' means the Registrar of Co-operative Societies".

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

3) APARTMENT OWNERSHIP

The building located at **All piece and parcel of Plot No. 2 to 10,16 to 23,26 to 49/A admeasuring area 4680.39 Sq.Mtr. out of Gat No. 182/3 of Savkheda Bk. Tal. & Dist. Jalgaon** and the Project known as "**VASTU NAGAR**" 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 to Act as the Association of Apartment Owners of the Project called "**VASTU NAGAR**" Condominium situated at **All piece and parcel of Plot No. 2 to 10,16 to 23,26 to 49/A admeasuring area 4680.39 Sq.Mtr. out of Gat No. 182/3 of Savkheda Bk. Tal. & Dist. Jalgaon** (hereinafter called 'the said Project') who have filed their respective declarations submitting their Apartments to the provisions of the Act.

b) to invest of deposit moneys.

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

d) to retain and rent or license if possible suitable portions of the common areas to outside 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 and do all and any of the matters provided in sub-sections(2) of section 16.

f) to advance, with the consent of the Apartment Owners, any short term loan to any Apartment Owners in case of any emergent necessity and to provide for repayment thereof in lump sum or in installments.

g) to establish and carry on, on its own account or jointly with individuals or institution, educational, physical, social and reactive activities for the benefit of the Apartment Owners.

h) to frame rules, with approval of the general meeting of the Association and after consulting the competent authority and may establish a provident fund and gratuity and if necessary for the benefit of the employees of the Association.

i) to do all things necessary or and otherwise provided for their welfare expedient for the attainment of the objects specified in 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 ASSOCIATION :

1) All persons who have purchased Apartment in the "**VASTU NAGAR**" Condominium and executed respective Declarations under Section - 5 submitting their Apartment to provisions of the Act, shall automatically be members of the Association, and shall pay the sum towards one time maintenance charges as decided in the meeting of members of Association. Ten Rupees as entrance fees and may purchase at least one share of the face value of Rs. 251/- each. Each apartment Owner shall receive a copy of the bye-laws on payment of Rs. 200/-

2) Upon any apartment owner selling his apartment of absolutely conveying the same by way of gift under his will or otherwise the purchaser or donee shall automatically become a member of the Association and shall be admitted as member on payment of the entrance fee of Rs. 100/-. The shares held by an Apartment Owners shall be transferred in the name of such purchaser or donee on payment of Rs. 100/- to the Association.

3) On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will or to the legal representative of his estate in case he has not made any specified bequest of the apartment. The name of the legatee or the names of the register of Apartment owners maintained by the Secretary for the purpose of administration of the "**VASTU NAGAR**" 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 share of the Association shall be issued in their 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 :

Where an apartment has been purchased by two of the Association (joint apartment owners holding the shares jointly).

8) DISQUALIFICATIONS :

No Apartment owner shall be entitled to vote on the question of the election of members of the Board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he is in arrears if any sum due from him in respect of his contributions for common expenses for more than sixty days of the last day of the year proceeding the year in which elections to the Board would take place.

CHAPTER - II

VOTING, QUORUM AND PROXIES

9) VOTING :

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

10) QUORUM :

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

11) VOTES TO BE CASTE IN PERSON :

Votes shall be cast in person.

CHAPTER - III

ADMINISTRATION

12) POWERS AND DUTIES OF ASSOCIATION :

The Association will have the responsibility of Administering the "**VASTU NAGAR**" condominium approving the annual budget establishing and collecting monthly assessments and arranging for the managements of the condominium in an efficient manner, except as otherwise provided resolutions of the Association shall require approval by a majority of owners, casting votes, in person.

13) PLACE OF MEETINGS :

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

14) ANNUAL MEETINGS :

The first annual meeting of the Association, shall be held as per decided by the members of Association. Thereafter, the annual meetings of the Association shall be held on the 31st March 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 law 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 a resolution of the Board of upon a petition signed by a majority of the owners and having been presented to the Secretary or as the case may be the Registrar or any officer duly authorised 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 asserted in the notice without the consent of for fifths of the owners present in persons.

16) NOTICE OF MEETINGS :

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-laws shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner or as the case may be, the Registrar.

17) ADJOURNED MEETINGS :

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

18) ORDER OF BUSINESS :

The order of business at all meetings of the owners of unit 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 Officers.
e) Report of the Housing Commissioner, or the Registrar or of the office, duly authorised by them, if present.
f) Report of Committees.
g) Election of Board of Managers.
h) Unfinished business if any.
i) New Business.

CHAPTER - IV

BOARD OF MANAGERS

19) MANAGEMENT OF ASSOCITION :

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 affairs of the Association and made do all such acts as things as are not by law or by these bye-laws directed to be exercised and done by the owners.

21) OTHER DUTIES :

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

a) Care, upkeep and surveillance of the "**VASTU NAGAR**" and the common areas and facilities and restricted common areas and facilities.
b) Collection of monthly/Quarterly/Yearly/One time assessments from the owners.
c) Designation, employment, remuneration and dismissal of the personnel necessary for "**VASTU NAGAR**" condominium common areas and facilities.
d) to provide for the matter in which audit and accounts of the Association shall be carried out.
e) to inspect the Account kept by the Secretary and/or Treasurer and examine the Registers and accounts books and to take steps for the recovery of all sums due to the Association.
f) to sanction working, expenses, count cash balance and deal with other miscellaneous business.
g) to see that cash book is written up promptly and is signed daily by one of the members of the Board authorized in this behalf.
h) to hear, deal with complaints.

22) MANAGER :

The Board may comply for the Association a Manager at a compensation determined by the Board shall authorise including but not limited to the duties listed in bye-laws.

23) ELECTION AND TERMS 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 years and term of office of one Manager shall be fixed at one year. At the expiration of the initial term of office of each respective Manager his successor shall be elected to serve a term of three years. The Manager shall hold office unit their successors have been elected and hold their first meeting (if a larger Board in contemplated, the term of the office should be established in similar manner so that they will expire in different years.

24) VACANCIES :

Vacancies in the Board caused by any reason other than the removal of a vote of the association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum and each person so elected shall be a manager until a successor is elected at the next Annual Meeting of the Association.

25) REMOVAL OF MANAGER :

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 Apartment Owners and a successor may than and there be elected to fill the vacancy thus created. Any Managers whose removal has been proposed by the owners shall be given an opportunity to heard at meeting.

26) ORGANISATION MEETING :

The first meeting of newly elected Board shall be held within 10 days of election at such a place as shall be fixed by the Manager at the meeting at which Managers were elected and no Notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

27) REGULAR MEETINGS :

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

28) SPECIAL MEETINGS :

Special meetings of the Board maybe called by the president of 3 days notice to each Manager, given personally or by mail or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the board shall be called by the president or secretary in the manner and on like notice on the written request of at least 3 Managers.

29) WAIVER OF NOTICE :

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

30) QUORUM :

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

31) FIDELITY BONDS :

The Board may require that all officers and employees of the Association funds shall furnish adequate fidelity bonds. The premium which such bonds shall be paid by the Association.

CHAPTER - V

OFFICER

32) DESIGNATION :

The principal officers of the Association shall be President, Vice-president, Secretary, Treasurer all of them shall be elected by and from the Board, they may appoint an Assistant Treasurer and Assistant Secretary, such other officers as in their judgment maybe necessary (in the case of an Association of 100 owners or less the offices of Treasurer and Secretary maybe filled by the same person).

33) ELECTION OF OFFICERS :

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

34) REMOVAL OF OFFICERS:

Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause, any his successor elected 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 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 the president of an Association, including but not limited to the power to appoint committees from amongst the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.

36) VICE-PRESIDENT :

The Vice-President shall take 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 as to act an interim basis. The Vice-president shall also perform such other duties as shall from time to time imposed upon him by Board.

37) SECRETARY :

The secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of Association he shall have charge of such books and papers as Board may direct, and he shall in general perform all the duties incidental to the office of the Secretary.

38) TREASURER :

The treasurer shall be responsible for Association funds and Securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall responsible for the deposit of all moneys and other valuable effects in the name and to the credit, of the Association in such deposit arise as may from time to time designated by the Board.

CHAPTER - V

OBLIGATION OF THE FAMILY UNIT OWNERS

39) ASSESSMENTS :

All owners are obliged to pay monthly/Quarterly/Yearly/One time assessments imposed by the association to meet all expenses relating to the "**VASTU NAGAR**" **condominium** minimum which may include an insurance premium for a policy to cover repair, reconstruction work in case of hurricane, fire earthquake or other hazards or calamities. The assessments shall be made pro-rata according to the value of the unit owned as stipulated in the declaration. Such assessments shall include monthly payments to a general operating reserve and a reserve funds for replacements.

40) MAINTENANCE AND REPAIRS :

a) Every month, owner must perform promptly all maintenance and repair work with in his own units which if omitted would affect the "**VASTU NAGAR**" **condominium** in entirely or in a part belonging to other owners being expressly responsible for the damages and liabilities that the failure to do so may endanger.

b) All the repairs of internal installations of the unit such as water, light, gas, powers, sewage, telephones, air-conditioners, sanitary installations, doors, windows, lamps and all other assessors belonging to the unit area shall be at expenses of the Apartment Owners concerned.

c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facilities damaged through his fault.

41) USE OF FAMILYUNITS : Internal Changes :

a) An owner shall not make any structural modification or alterations in his unit, or installations, located therein without previously notifying the Association in writing through the president of the Board, if no Manager is employed. The Association must give permission or rejection within 30 days from application received and failure to do so is consider as permission granted to owner for modification, alterations or installation.

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

1) An owner shall not place or caused to be placed in stairway, elevators and other area of condominium and facilities of the 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 normal transit through them.

2) The "**VASTU NAGAR**" shall have elevators devoted to the transportation of the owners and their guests.

43) RIGHT OF ENTRY :

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

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

44) RULES OF CONDUCT :

1) No resident of "**VASTU NAGAR**" **condominium** shall post any advertisement or posters of any kind or an building except as authorised by the Association.
2) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that, may disturb others, residents keeping domestic animals shall abide by the Municipal sanitary by way of regulations.
3) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installations is not provided all garbage or trash shall be collect in a vessel and thrown in the Municipal dustbin.
4) No owner resident or lessee shall install wiring for electrical or telephone installation, television antennas, machines or air-conditioning units etc. on the exterior of the all Wings of "**VASTU NAGAR**" **Condominium** or that procure through the walls of the condominium except as authorised by 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) By from common profits which shall from the nucleus of the reserve fund;
d) By raising loans, if necessary subject to the terms and condition as the Association, with the approval of the competent authority may determine in his behalf.

46) INVESTMENTS :

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

a) In the Central Co-operative Bank or the State Co-operative Bank or ;
b) In any of the securities specified in Section 20 of the Indian Trust Act, 1982, or ;
c) In any co-operative Bank other than those referred to in clause (a) of the 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 "**VASTU NAGAR**" is situated the Association may after consulting the competent authority, become a member thereof and pay the sums from time to time payable to such 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.1000/- for petty expenses. All payments above Rs. 200/- shall be made by cheques 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 amounts paid to or received for his share in receipts of profits from common areas and contributions towards common expenses and his share of assessment and other dues if any, in respect of his Apartment.

3) The Association shall on or before 31st duly in each year publish an audited annual financial statement in respect of common areas and facilities containing.

a) The profits and loss account.

b) The receipts expenditure of the previous financial year.

c) A summary of the property, as assets and liabilities of common areas and facilities of the Association giving such particulars as will disclose the general nature of these liabilities as assets and how the value of the fixed assets has been arrived at.

4) The Audited financial statement shall be open to the inspection of any member the association during office house 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 Apartment Owners. There shall also accompany the financial statement in a similar list of loaners. The financial statement shall state upto what date profits and expenses of areas are included.

49) PUBLICATION OF ACCOUNT AND REPORTS :

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

50) APPOINTMENT OF AUDITOR :

The Association shall appoint at its general meeting an Auditor who shall audit the accounts of the Association to be prepared by the Board as hereinbefore provided and shall examine the annual return and verify the same with the accounts, relating to 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 be finds it incorrect, un vouched or not in accordance with law.

51) POWER OF AUDITOR :

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

CHAPTER - VIII
MORTGAGEES

52) NOTICE OF ASSOCIATION :

An owner who mortgages his unit shall notify the Association through the Manager if any or president of the Board in the event there is not Mortgagees and the Association shall maintain such information in a book entitled "Mortgagees of Units".

53) NOTICE OF UNPAID ASSESSMENTS :

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

CHAPTER - IX
COMPLIANCE

54) COMPLIANCE :

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

55) SEAL OF THE ASSOCIATION :

The Association shall have a common seal which shall be used only under the authority of a resolution of the Board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two member of the Board and Secretary or any other person authorised by the Association in this behalf.

CHAPTER -X
AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56)AMENDMENT OF BYE-LAWS :

These bye-laws may be amended by the Association in a duty constituted meeting for such purpose and no amendment

shall take effect unless approved by the Owners representing at least 75% of the total value of all units in the "**VASTU NAGAR**" condominium as shown in the Declaration.

IN WITNESS WHEREOF the Grantors have set his signature on this _____ day of November 2018 at Jalgaon.

Chandra Construction Through Partner

1.Mr. Mukesh Shantilal Lalwani

----

2. Mrs. Chandrakala Mukesh Lalwani

----

3. Mr. Jayesh Mukesh Lalwani
GRANTOR

----

1. Mr. Parimal Mukesh Lalwani

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2. Mr. Rohan Mukesh Lalwani
CONFIRMING PARTY

WITNESSES :

:WITNESSES:

Sr. No.	Name & Address	Sign
01.	_____ _____	.....
02.	_____ _____	.....

CERTIFICATE

This is to certify that, Basement, Ground, First ,Second, Third, Fourth floor plan, Terrace, Front Elevation, Section At - A/A, Site plan, Area diagram of each Floor, Area Calculation, Parking Area Statement, Balcony Statement, Schedule of Opening, Area Statement in respect of Project Known as "**VASTU NAGAR**" situated at **All piece and parcel of Plot No. 2 to 10,16 to 23,26 to 49/A admeasuring area 4680.39 Sq.Mtr. out of Gat No. 182/3 of Savkheda Bk. Tal. & Dist. Jalgaon** is drawn and prepared by me and copy filed herewith is a true copy of building plan approved and sanctioned by Sub-Divisional Officer, Jalgaon Division Jalgaon by it's Office Letter No.JAMIN/BANDHAKA/S.R./2018/4018 on dated 23/10/2018.

JALGAON :

DATE : /11/2018.