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पावती

Original/Duplicate

Tuesday, June 24, 2014

नोंदणी क्र.: 39म

3:55 PM

Regn.: 39M

पावती क्र.: 4202 दिनांक: 24/06/2014

गावाचे नाव: वागवरा त.सा.क्र. 46

दस्तऐवजाचा अनुक्रमांक: हगन-2797-2014

दस्तऐवजाचा प्रकार: डिक्लरेशन

सादर करणाऱ्याचे नाव: श्री रमेश राजारामजी तांबटकर - -

नोंदणी फी

र. 100.00

दस्तऐवजाची फी

र. 940.00

मुद्रांक शुल्क

DELIVERED

एकूण

र. 1040.00

आपणास मूळ दस्त, प्रत्येक प्रत मूळी र. २००/- सीलिंग कराने 4:13 PM वाचिकेस मिळेल

सह दुय्यम निबंधक, वर्ग - २,
हिंगणा.

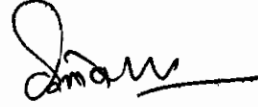
बाजार मूल्य: र. १००/-

आवक्या: र. १००/-

भरलेले मुद्रांक शुल्क: र. 400/-

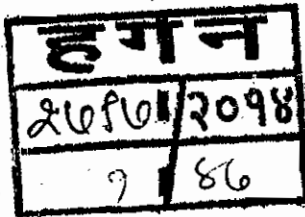
1) देयकाचा प्रकार: By Cash र. 100/-

2) देयकाचा प्रकार: By Cash र. 940/-





महाराष्ट्र MAHARASHTRA



KB 303761

MANORATH

:: DEED OF DECLARATION ::

THIS DEED OF DECLARATION is made and executed on this 23rd day of June 2014 by **SAFEGUARD CONSTRUCTION**, a Partnership Firm, having its office at Plot No. 49, Anjana Tower, Rewati Nagar, Besa, Nagpur, acting through its authorized Partners (1) **SHRI. RAMESH RAJARAMJI TAMBATKAR**, Aged about-53 years, Occupation-Business, Residing at Plot No10, Swami Samarth Krupa Unnati Park Colony, Besa, Nagpur-440034 (2) **SHRI. PREMRAJ TULSHIRAM BADOLE**, Aged about-55 years, Occupation-Business, Residing at 61, Unnati Park, Besa, Nagpur-440034 (hereinafter jointly referred to and called as "**THE GRANTORS**") which expression shall unless repugnant to the context meaning thereof always mean and include the said Grantors and their legal heirs, successors, representatives, executors, administrators & assigns) who are fully empowered and qualified to execute the present deed of declaration state as under:

THAT, the Grantors named as above are the absolute owners and in possession of Plot No.353, total admeasuring about 507.00 Sq.Mtrs. (5461.00 Sq.Ft.) situated in the layout of "MADHAV NAGARI" being entire portion of land bearing Khasra No.50 of Mouza-Wagdara, P.H.No. 45 situated at Ward No.1, within limits of Grampanchayat Isasani in Tah.Hingna & Dist. Nagpur and the said property is bounded as follows :-

ON THE EAST :- 12 MTRS. WIDE ROAD
ON THE WEST :- PLOT NO. 354
ON THE NORTH :- PLOT NO. 370
ON THE SOUTH :- 7.5 MTRS. WIDE ROAD

AND WHEREAS originally the abovesaid property belongs to (1) SHRI. AFZAL ALI KHAN S/O ABDUL HAMID KHAN (2) SHRI. ABDUL RAHIM KHAN S/O ABDUL HAMID KHAN PATEL (3) SMT. RAFIKA BANO W/O MOHAMMAD AZAM (4) SMT. RASHIQUA BANO W/O ASADULLAH KHAN (5) SMT. SADIQUA BANO W/O ABDUL SAYEED KHAN (6) SMT. SAJIDA BANO W/O SAYEED SIBTEN MOHAMMAD (7) SMT. QUAMAR BANO W/O HYDER ALI KHAN (8) SHRI. ABDULLAH KHAN S/O HYDER ALI KHAN (9) MS. RABI FARAHAR D/O HYDER ALI KHAN (10) SHRI.SHAHBAZ KHAN S/O HYDER ALI KHAN & (11) MS. RUMI FARAHAT D/O HYDER ALI KHAN joint being their ancestral property. SHRI. AFZAL ALI KHAN S/O ABDUL HAMID KHAN & others entered into an agreement of development with M/s. REVATI CONSTRUCTION & DEVELOPERS THROUGH ITS PARTNERS SHRI. DEEPAK MADHAVRAO NILAWAR and said agreement of development is duly registered at the office of Sub-Registrar Nagpur-1 in Book No.1, at serial No. 2670 on dated 30/04/2003.

AND WHEREAS SHRI. AFZAL ALI KHAN S/O ABDUL HAMID KHAN & others executed General Power of attorney in favour of M/s. REVATI CONSTRUCTION & DEVELOPERS THROUGH ITS PARTNERS SHRI. DEEPAK S/O MADHAVRAO NILAWAR on dated 22/08/2005 which is duly registered at the office of Sub-Registrar Nagpur-1 in Book No.4, at serial No.4564. Therefore, M/s. REVATI CONSTRUCTION &

DEVELOPERS acquired absolute right of development/sale of the said layout plot.

AND WHEREAS **M/s. REVATI CONSTRUCTION & S...** transferred the aforesaid property i.e. Plot No. 353 the sanctioned layout known as **"MADHAV NAGARI"** by way of Sale Deed dated 08/09/2005 at Sr. No. 4862 duly registered in the office of Sub-Registrar, Hingna in favour of **MRS. JYOTI W/O RAMESH TAMBATKAR**.

AND WHEREAS **MRS. JYOTI RAMESH TAMBATKAR** transferred the aforesaid property by way of sale to **SAFEGUARD CONSTRUCTION**, a Partnership Firm, acting through its authorized Partners (1) **SHRI. RAMESH RAJARAMJI TAMBATKAR** (2) **SHRI. PREMRAJ TULSHIRAM BADOLE** by way of Sale Deed dated 01/02/2014 at Sr. No. 524/2014 duly registered in the office of Sub-Registrar, Hingna.

AND WHEREAS the name of the Grantors is recorded in Revenue Record, NIT, Grampanchayat & other relevant records of the abovesaid property, as a result of which the Grantors hereinabove named have now become an exclusive absolute and full owners of the aforesaid property with heritable and transferable rights therein.

AND WHEREAS said property comes under Nagpur Improvement Trust Metro Region Scheme and Nagpur Improvement Trust has issued Release Letter vide its Letter No. BE.-02/Metro/590, Tracking No. 201312243 dated 10/02/2014.

- 1) THAT, the Grantors have now decided to develop said piece and parcel of land by effecting construction of a multistoried building consisting of various self contained Residential Apartments therein, as per the building plan which has been duly approved and sanctioned by the Building Engineer of Nagpur Improvement Trust vide Building Permit No. BC/(M)/West/Hingna Tah/Case No.MB4168/2014022596/446 on dated 30/05/2014.

- 2) THAT, the details of the Residential Apartments are given

The proposed multistoried building shall be



known and styled as "**MAHARATH**". The Postal address of the said building reads as under :-

SAFEGUARD CONSTRUCTION

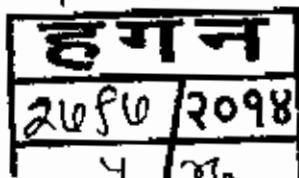
Plot No. 49, Anjana Tower, Rewati Nagar, Besa, Nagpur 440034.

- 3) THAT, the said building consists of **FIRST FLOOR, SECOND FLOOR, THIRD FLOOR & FOURTH FLOOR**. All the floors are capable of individual utilization on account of having their own exit to common areas and facilities of the building.
- 4) THAT, the Lawful Attorney for Grantors has commenced the construction work of the proposed multistoried building on the aforesaid piece and parcel of land of one or more floors in accordance with plan sanctioned by Nagpur Improvement Trust, Nagpur, so as to allot the Apartment in the said building to prospective buyers from and out of funds of the prospective purchasers or his own.

THAT, the Apartments shall be sold to and shall be owned by one or more owners and each of them will have particular and exclusive property rights thereto, each Apartment constituting heritable and transferable immovable property within the meaning of any law for time being in force in the state of Maharashtra and also individual interest in the General and/or restricted common areas and facilities of the said building as may it be required for adequate use and enjoyment as per list in accordance with the Maharashtra Apartment Ownership Act 1970. Each Block/Apartment so constituting heritable and transferable rights therein is referred as 'UNIT'. The Grantors shall also be entitled to retain one or more apartment in the said building/complex.

- 5) THAT, the aforementioned proposed building has the total built up area and other specified area as under:-

**TOTAL NET BUILT UP OF ALL FLOORS
(INCLUDING PREMIUM & BALCONY AREA)**



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FIRST FLOOR :- 203.014 Sq.Mtrs.

SECOND FLOOR :- 203.014 Sq.Mtrs.

THIRD FLOOR :- 203.014 Sq.Mtrs.

FOURTH FLOOR :- 203.014 Sq.Mtrs.

6) THAT, therein all sixteen (16) Apartments/Blocks in the said building. The First Floor of the said building consists of Four Residential Units which are numbered as 101, 102, 103 & 104. The Second Floor of the said building consists of Four Residential Units which are numbered as 201, 202, 203 & 204. The Third Floor of the said building consists of Four Residential Units which are numbered as 301, 302, 303 & 304 and The Fourth Floor of the said building consists of Four Residential Units which are numbered as 401, 402, 403 & 404. As such all the Apartments shall be meant for Residential purpose only.

7) THAT, each apartment shall have access to the common facilities of the building and shall have respective undivided variable proportionate share in land. The details regarding of each Apartment are described herein under, the measures of which include all outside walls and proportionate share of built up area of staircase which comes to built up area mentioned against each apartment as below :

1) **FIRST FLOOR** :-

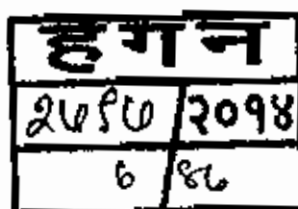
1) The Apartment No.101 is a Apartment having Net Built Up Area of 588.16 Sq.Ft.(54.642 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 932.41 Sq.Ft. (86.353 Sq.Mtrs.) with an undivided proportionate share in land of 6.516% /

share in land of 6.993%✓

- 3) The Apartment No.103 is a Apartment having Net Built Up Area of 443.71 Sq.Ft.(41.22 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 683.65 Sq.Ft. (63.513 Sq.Mtrs.) with an undivided proportionate share in land of 4.973%✓
- 4) The Apartment No.104 is a Apartment having Net Built Up Area of 562.31 Sq.Ft.(52.240 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 871.59 Sq.Ft. (80.973 Sq.Mtrs.) with an undivided proportionate share in land of 6.518%✓

ii) **SECOND FLOOR :-**

- 1) The Apartment No.201 is a Apartment having Net Built Up Area of 588.16 Sq.Ft.(54.642 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 932.41 Sq.Ft. (86.353 Sq.Mtrs.) with an undivided proportionate share in land of 6.516%✓
- 2) The Apartment No.202 is a Apartment having Net Built Up Area of 591.05 Sq.Ft.(54.910 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 929.50 Sq.Ft. (86.623 Sq.Mtrs.) with an undivided proportionate share in land of 6.993%✓
- 3) The Apartment No.203 is a Apartment having Net Built Up Area of 443.71 Sq.Ft.(41.22 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 683.65 Sq.Ft. (63.513 Sq.Mtrs.) with an undivided proportionate share in land of 4.973%✓
- 4) The Apartment No.204 is a Apartment having Net Built Up Area of 562.31 Sq.Ft.(52.240 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 871.59



Sq.Ft. (80.973 Sq.Mtrs.) with an undivided proportionate share in land of 6.518%.

iii) THIRD FLOOR :-

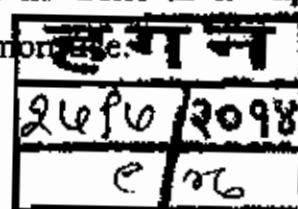
- 1) The Apartment No.301 is a Apartment having Net Built Up Area of 588.16 Sq.Ft.(54.642 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 932.41 Sq.Ft. (86.353 Sq.Mtrs.) with an undivided proportionate share in land of 6.516%.
- 2) The Apartment No.302 is a Apartment having Net Built Up Area of 591.05 Sq.Ft.(54.910 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 929.50 Sq.Ft. (86.623 Sq.Mtrs.) with an undivided proportionate share in land of 6.993%.
- 3) The Apartment No.303 is a Apartment having Net Built Up Area of 443.71 Sq.Ft.(41.22 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 683.65 Sq.Ft. (63.513 Sq.Mtrs.) with an undivided proportionate share in land of 4.973%.
- 4) The Apartment No.304 is a Apartment having Net Built Up Area of 562.31 Sq.Ft.(52.240 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 871.59 Sq.Ft. (80.973 Sq.Mtrs.) with an undivided proportionate share in land of 6.518%.

iv) FOURTH FLOOR :-

- 1) The Apartment No.401 is a Apartment having Net Built Up Area of 588.16 Sq.Ft.(54.642 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 932.41 Sq.Ft. (86.353 Sq.Mtrs.) with an undivided proportionate share in land of 6.516%.
- 2) The Apartment No.402 is a Apartment having Net Built Up Area of 591.05 Sq.Ft.(54.910 Sq.Mtrs.) (Including premium

Sq.Ft. (86.623 Sq.Mtrs.) with an undivided proportionate share in land of 6.993% ✓

- 3) The Apartment No. **403** is a Apartment having Net Built Up Area of 443.71 Sq.Ft.(41.22 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 683.65 Sq.Ft. (63.513 Sq.Mtrs.) with an undivided proportionate share in land of 4.973% ✓
- 4) The Apartment No. **404** is a Apartment having Net Built Up Area of 562.31 Sq.Ft.(52.240 Sq.Mtrs.) (Including premium and Balcony Area) and having Super Built Up Area 871.59 Sq.Ft. (80.973 Sq.Mtrs.) with an undivided proportionate share in land of 6.518% ✓
- 8) THAT, the rights, title and interest of each owner of the block and the Residential Unit in the General Common Areas and facilities of the building and undivided proportionate share in land, common expenses, profits and for voting purpose in the meeting of the Apartment owners Association of "**MANORATH**" based on the proportionate area of each block, Apartment to the total area of the plot shall be given as above and the same may be divided in accordance with provisions of the Bye-Laws attached to this Deed as Exhibit-B.
- 9) **COMMON AREAS AND FACILITIES:-**
- a) Covered an open parking shown in the plan for Commercial/ Residential Apartment only.
- b) Water Tank at above common staircase.
- c) One Borewell with electric motor and pump.
- d) Electric wiring network throughout the building and common lights connections on the outer side of the building.
- e) Tanks, Pumps, Motors and in General all apparatus and installations existing of common use.

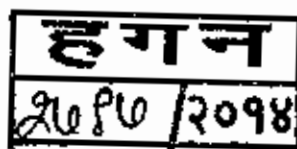




- f) The Foundation main walls columns Girders, beams and roof with R.C.C.Superstructure.
 - g) One Grill Gate.
 - h) Staircase referred to in this Deed is stairways common for all Apartments/Block.
- 10) THAT, the administration of **"MANORATH"** owners association shall be in accordance with the provisions of the Bye-Laws which are made a part of this deed and are attached hereto as Exhibit-B.
 - 11) THAT, the provisions of Maharashtra Apartment Ownership Act, 1970 are applicable to the condominium as the Apartments of all the floors are conveyed and registered as individual properties capable of independent use on account of having exit to common areas of the building. Each Apartment owner obtaining the exclusive and particular right, title and interest over their respective block/Apartment and in addition to the specified undivided share and interest in the common areas and facilities.
 - 12) THAT, the Grantors does hereby declare that the property is brought under the provision of Maharashtra Apartment Ownership Act 1970.
 - 13) THAT, the percentage of the undivided interest in the general common areas & facilities established herein and balconies of the floors shall not be changed except with the unanimous consent of all Apartment owners expressed in amendment Deed and the same is duly registered.
 - 14) THAT, the undivided interest in the general common areas and facilities shall not be changed from the Apartment to which it appertains and shall be deemed to be conveyed or described in the conveyance or other instrument.

- 15) THAT, the Apartment owners shall comply with the provisions of this deed as well as the Bye-Laws, decisions and resolutions passed in the meeting of the Association and failure to comply with such provisions, decisions or resolutions shall be grounds of action to recover the sums, dues, damages or for injunction relief.
- 16) THAT, the description of the property to the plan of Apartment ownership herein shall not be revoked or the property can not be removed from such plan or from any of the amended provisions unless all Apartment owners unanimously agree to such revocation. The name shall be brought into effect by duly registered instrument.
- 17) THAT, no Apartment owner shall exempt himself/herself/ themselves from his/her/their liability for the contribution towards the common expenses by waiver of the use of enjoyment of any of the general common areas and facilities appertaining to her/his/their Apartments/Blocks.
- 18) THAT, all sums assessed by the association, but unpaid for the share of the common expenses chargeable to any Apartment shall constitute a charge on such Apartment prior to all other charges except charge, if any, on the Apartment for payment of Government or Municipal Taxes or both all sums unpaid on a mortgage of Apartment.
- 19) THAT, all the present or future owners, tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this deed and that the mere acquisition or rental of any Apartment of the building or the mere act of occupancy of any Apartment shall signify that the provisions of this Deed are accepted and ratified.

The prospective Apartment Owners if desires to give the Apartment on rent basis or on Leave and License basis or on lease taker basis shall inform the association about the



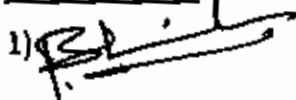
- 20) THAT, if the property submitted to [REDACTED] of Apartment ownership is totally or substantially damaged or destroyed, the repairs re-construction or disposition of the property shall be provided in accordance with the provision of Maharashtra Apartment Ownership Act, 1970.
- 21) THAT, where the Apartment is sold by a mortgage in exercise of his powers of sale under the Mortgage or by a Court in Execution of decree passed in a suit against the said Apartment, then neither the mortgagee nor the purchaser who derives title to said Apartment as such sale or execution of decree or his successors or assigns shall be liable to the association in respect of its dues which becomes 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 or claiming charges for such assessment and enforcing same as provided same as provided by law and that such charge shall be subordinate to such mortgage.
- 22) THAT, the voluntary conveyance of the Apartment shall be jointly and severally liable with the grantors for all unpaid assessment by the association of Apartment the later for his share of the common expenses upto the time of grant of conveyance without prejudice to the grantee's right to recover from the grantors the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the manager or board of managers of the Association, as the case may be setting forth the amount of the unpaid assessment against the grantors due to the association and such grantee shall be liable for nor shall the Apartment conveyed be subject to a charge for any unpaid assessment made by the association of Apartment Owners against the grantors in excess of the amount there set forth.
- 23) THAT, each block/ Apartment owners shall have to pay the building maintenance amount or maintenance deposits as may be fixed by the association, for per month such amount

shall be paid to the Grantors till the date of association.

- 24) THAT, the Grantors shall be responsible to any defect after six months from the date of handing over of actual possession or date of execution of Sale Deed whichever is earlier.
- 25) THAT, the Manager of Board or Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering Apartment but without prejudice to the rights of the owners of Apartment to obtain individual Apartment insurance.
- 26) THAT, the 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 hold in separate account of the association and used solely for the payment of the blanket property insurance premium as such premium become due.

IN WITNESS WHEREOF the Grantors has hereto signed this Deed of Declaration on this 23rd day of June 2014 in presence of the attesting witnesses.

WITNESSES

1) 

2) 

EXECUTANTS/GRANTORS

SAFEGUARD CONSTRUCTION ACTING THROUGH ITS AUTHORIZED PARTNERS



(1) (RAMESH RAJARAMJI TAMBATKAR)

प्रेमराज तुळशीराम बडोले
(2) (PREMRAJ TULSHIRAM BADOLE)

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EXHIBIT-B
BYE-LAWS OF MANORATH CONDOMINIUM
CHAPTER-1

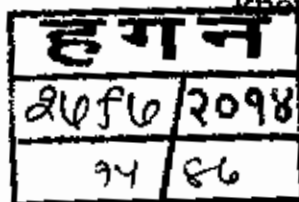
1) SHORT TITLE AND APPLICATION :-

- (i) These Bye-Laws may be called the Bye-Laws of "**MANORATH OWNERS ASSOCIATION.**
- (ii) The provisions of these Bye-Laws apply to "**MANORATH OWNERS ASSOCIATION.**

All the present and future owners, tenants, future tenants or their employees or any other person that might use the facility of the building in any manner are subject to the regulations set-forth in these Bye-Laws. The more acquisition or rental or taking on license of any of the family units (hereinafter referred to as "Units") of the building or mere act of occupancy of any of the said units will signify that these Bye-Laws are accepted and will be complied with.

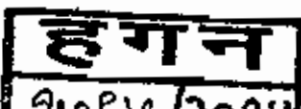
2) (i) DEFINITIONS :- In these Bye-Laws, unless the context requires otherwise.

- (a) "Act" means the Maharashtra Apartment Ownership Act, 1970.
- (b) "Association" means the Association of all the Apartment Owners Constituted by such owners for the purpose of "**MANORATH OWNERS ASSOCIATION.**
- (c) "Board" means a Board of Managing Consisting of five persons, all of whom shall be owners of Apartment in "**MANORATH OWNERS ASSOCIATION.**
- (d) "Building" means building situated on Plot No.353, total admeasuring about 507.00 Sq.Mtrs. (5461.00 Sq.Ft.) situated in the layout of "**MADHAV NAGARI**" being entire portion of land bearing Khasra No.50 of Mouza-Wagdara, P.H.No. 45 situated at Ward No.1, within limits of Grampanchayat Isasani in Tah.Hingna & Dist. Nagpur and known as "**MANORATH OWNERS ASSOCIATION.**



- (e) "Declaration" means the declaration which the Sole Owner/ Owners of the building has executed and registered as provided in Section-2.
- (f) "Majority of Owners" means 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 "MANORATH" OWNERS ASSOCIATION".
- (h) "Section" means the section of the act.
- (i) "Unit" means a family unit in "MANORATH" OWNERS ASSOCIATION".
- (j) "Registrar" means the Registrar of Co-Operative Societies.
- k) Words and expression used in these Bye-Laws but not defined therein shall have the meaning respectively assigned to them in the act.
- l) Apartment Ownership:- The building situated on Plot No.353, total admeasuring about 507.00 Sq.Mtrs. (5461.00 Sq.Ft.) situated in the layout of "MADHAV NAGARI" being entire portion of land bearing Khasra No.50 of Mouza-Wagdara, P.H.No. 45 situated at Ward No.1, within limits of Grampanchayat Isasani in Tah.Hingna & Dist. Nagpur and known as "MANORATH" OWNERS ASSOCIATION" is submitted to the Provisions of the Act.
- 3) OBJECTS OF THE ASSOCIATION :- The object of the Association shall ;

To be and to act as the association of owners of the Apartment of the building called "MANORATH" OWNERS ASSOCIATION" situated at Plot No.353, total admeasuring about 507.00 Sq.Mtrs. (5461.00 Sq.Ft.) situated in the layout of "MADHAV NAGARI" being entire portion of land bearing Khasra No.50 of Mouza-Wagdara, P.H.No. 45



situated at Ward No.1, within limits of Grampanchayat Isasani in Tah.Hingna & Dist. Nagpur (herein called to as "The said building") who have filed their respective declaration submitting their Apartments to the provisions of the Act.

- a) To invest or deposit moneys.
- b) To provide for the maintenance, repair and replacement of the common areas and facilities by contributors from the Apartment owners and if necessary by raising loans for that purpose.
- c) To provide for and do all and any of the matters provided in Sub-Section (2) of Section 16.
- d) To advance with the consent of the Apartment owners, any short term loans to any Apartment owner in case of any emergent necessity and to provide for the repayment thereof in lump-sum or in installment.
- e) To do all things necessary and/or otherwise provided for their welfare expedient for the attainment of the object specified in these bye-laws.
- f) The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purpose.

4) MEMBERS OF THE ASSOCIATION :-

- a) All persons who have purchased Apartments in "**MANORATH OWNERS ASSOCIATION**" & executed respective declaration under section 5 submitting their apartment to provisions of the act shall automatically be the members of the association and shall pay the sum of Rs. 5/- (Rs. Five only) as an entrance fee and purchase at least one share of the face value of Rs.500/- each. Each Apartment owner shall receive a copy of the Bye-Laws on payment of Rs. 50/- (Rs. Fifty Only).

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- b) Upon an Apartment owner selling his/her Apartment or absolutely conveying the same by way of Gift under his/her will, otherwise the Purchaser or donee shall automatically become a member of the association and shall be admitted as a apartment owners/members of the association on payment of the entrance fee of Rs. 10/- (Rs. Ten only). The shares held by an Apartment owner shall be transferred to the name of such purchaser or donee on payment of fees to the Association.
- c) On the death of an Apartment owner, his/her Apartment shall be transferred to the person or persons to whom he/she bequeaths the same by his/her will or to the legal representatives of his/her estate, in case he/she has not made any specific bequest of the Apartment. The name of the legatee or the name of the legal representatives jointly shall be entered in the register of Apartment owners maintained by Secretary for the purpose of Apartment owners. Where any legatee is a minor, the Apartment owner shall be entitled to appoint a guardian of such minor.

5) 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 persons whose name stands first in the share-certificate shall alone have the right to vote.

6) HOLDING OF ONE SHARE COMPULSORY :-

Every Apartment owner must hold at least one share of the Association (Joint Apartment Owners holding the share jointly).

7) DISQUALIFICATION :-

No Apartment owner shall be entered to vote on 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/she is in arrears of any sum due from him/her in respect of his/her

contribution for common expenses for more than 60 (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

8) VOTING :-

Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled the percentage assigned to the family unit or units in the declaration. The name stands first in the share certificate shall have right to vote.

9) QUORUM :-

Except as otherwise provided in the Bye-Laws the Presence in person of majority of owners shall constitute a quorum.

10) VOTES TO BE CAST IN PERSON :-

Votes shall be cast in person.

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CHAPTER-III

ADMINISTRATION

11) POWERS AND DUTIES OF ASSOCIATION :-

The Association will have the responsibility of administering "**MANORATH OWNERS ASSOCIATION**", approving the annual budget, establishing & collecting monthly assessments and arranging for the management of the Condominium in an efficient manner except as otherwise provided, resolutions of the Association shall require approval by a majority of owners, casting votes in persons.

12) PLACE OF MEETINGS:-

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

13) ANNUAL MEETING:-

The first annual meeting of the Association shall be held within one month from formation of the said "**MANORATH**"

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OWNERS ASSOCIATION Thereafter, the Annual Meetings of the Association shall be held on the First Sunday of January each preceding year. At such meetings there shall be elected by ballot by the Apartment owners a Board in accordance with the requirements of bye-laws. The owners may also transact such other business of the Association as may properly come before them.

14) SPECIAL MEETING:-

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

15) NOTICE OF MEETING:-

It shall be 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 to be held to each Apartment owner, at least, but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in the bye-laws shall be considered notice served. Notice of all meetings shall be mailed or sent to the Housing Commissioner or as the case may be.

16) ADJOURNED MEETING:-

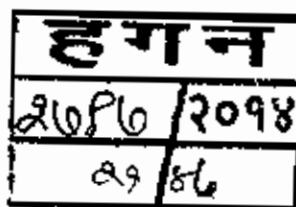
If any meeting of owners can not be organized because a quorum has not attended the owners who are present adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called. If at such

present in person being not less than two shall form a quorum.

17) ORDER OF BUSINESS :-

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

- a) Roll Call.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading of minutes of preceding meeting.
- d) Reports of officers.
- e) Report of the Housing Commissioner or the Registrar or the officer duty authorized by them, if present.
- f) Report of Committees.
- g) Election of Board.
- h) Unfurnished Business, if any.
- i) New Business.



CHAPTER-IV

BOARD OF MANAGERS

18) MANAGEMENT OF ASSOCIATION :-

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

19) POWERS OF BOARD:-

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

20) OTHER DUTIES :-

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

- a) Care, upkeep and surveillance of **"MANORATH" OWNERS ASSOCIATION** and the common areas and facilities and the restricted common areas and facilities.
- b) Collection of monthly assessment from the owners.

- c) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of "MANORATH" OWNERS ASSOCIATION, the common areas and facilities.
- 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 examine the registers and account books and to take steps for the recovery of all sums due to the Association.
- f) To sanction working expenses, count cash balance and deal with other miscellaneous business.
- g) To see that cash book is written up promptly and is signed in first week of every month by one of the members of the Board authorized in this behalf.
- h) To hear and deal with completion.

21) MANAGER :-

The Board may employ for the Association, a Manager at a compensation determined by the Board to perform such duties and services as the Board shall authorize including but not limited to the duties listed in bye-laws-20.

22) ELECTION AND TERMS OF OFFICE :-

At the first annual meeting of the Association, the terms of office of two Managers shall be fixed for three years and the terms of office of the one manager shall be fixed at one year. At the expiration of the initial term of the office of each respective manager, his successor shall be elected to serve a term of three years. The Managers shall hold office until their successors have been elected and hold their first meeting.

23) VACANCIES :-

Vacancies in the Board caused by any person other than the removal of a Manager by a vote of the Association shall be

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

24) REMOVAL OF MANAGERS :-

At any regular or special meeting duly called anyone 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 be elected to fill the vacancy thus created any Manager whose removal has been proposed by the owner shall be given an opportunity to be heard at the meeting.

25) ORGANIZATION OF MEETING :-

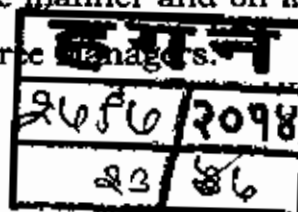
The first meeting of a newly elected Board shall be held within 10 (ten) days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, provided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

26) REGULAR MEETING :-

Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of Managers, but at least two such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each Manager personally or by mail or telegraph or mobile, at least 3 (three) days prior to the day named for such meetings.

27) SPECIAL MEETING :-

Special meetings of the Board may be called by the President on 3 (three) days notice to each Manager given personally or by mail or telegraph or mobile which notice shall state 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 at least three Managers.



28) WAIVER OF NOTICE :-

Before or at any meeting of the Board, any Manager, may in writing, waive notice of such meeting. 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 be transacted at such meeting.

29) QUORUM :-

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

30) FIDELITY BOND :-

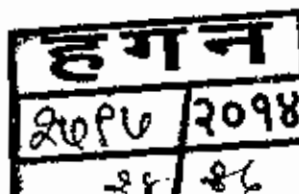
The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bond. The premium on such bonds shall be paid by the Association.

CHAPTER-V

OFFICERS

31) DESIGNATION :-

The Principal Officers of the Association shall be President, a Vice-President and Secretary, Treasurer all of whom shall be elected by and from the Board. The Board may appoint as a Assistant Treasurer and an Assistant Secretary, and such other officers in their judgment may be necessary.



32) ~~REMOVAL OF OFFICERS~~ :-
The election of officers of the Association shall be held annually by the Board at the organization meeting of each New Board and shall hold officer at the pleasure of the Board.

33) **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 purposes.

34) **PRESIDENT** :-

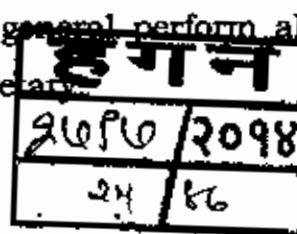
The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in office of the President of an Association, including but not limited to the power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

35) **VICE-PRESIDENT** :-

The Vice-President shall take the place of the President and perform his duties when 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 on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

36) **SECRETARY** :-

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



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- b) The Secretary shall be responsible for association's funds and securities and shall also be responsible for keeping full and of all receipts and receipts and disbursement in book belonging to the association he shall be responsible for the deposit of the moneys and other valuable effects in the name and to the credit of association in such depositories as may from time to time be designated by the Board.

37) THE 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 be responsible for the deposit of all moneys and other valuable effects in the named to the credit of the Association in such depositories as may from time to time be designated by the Board.

CHAPTER-VI

OBLIGATIONS OF THE APARTMENT/SHOP/OFFICE OWNERS

38) ASSESSMENT :-

All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to **"MANORATH" OWNERS ASSOCIATION" CONDOMINIUM** which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made pro-rata according to the value of the unit owned, as stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and Reserve Fund for Replacement.

39) MAINTENANCE AND REPAIRS :-

- (1) Every owner must perform promptly, all maintenance and repairs work within his own unit, which, if omitted would affect **"MANORATH" OWNERS ASSOCIATION CONDOMINIUM** in entirely or in a part belonging to the owners, being expressly

responsible for the damages and liabilities that his failures to do so many endanger.

- (2) All the repairs of internal installations of the units such as water, light, gas, power, sewage, sanitary, installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expense of the Apartment Owner concerned.
- (3) An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area and facility damaged through his fault.

40) USE OF FAMILY UNITS/SHOPS/OFFICES AND INTERNAL CHANGES

- (1) All units shall be utilized for Residential permitted office use or Commercial purpose only.
- (2) An owner shall not make any structural modifications 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 shall have the obligations to answer within 30 (thirty) days and failure to do so within stipulated time shall mean that there is no objection to proposed modification, alteration or installation as case may be.
- 3) The use of the Commercial Unit means use of premises for legal profession/clinic/consultation chamber/commercial purpose/shop only. The Purchasers of the Commercial Unit shall not carry on any illegal trade in the shop/office/ Apartment chosen by him/her nor shall he/she use the same for trade of loose liquor, beer-bar, wine shop or storage of explosive/inflammable articles. The Purchaser shall not use shop, premises for any such business or activities which is harmful or prejudicial to the interest of the other co-owners of the entire building or which is injuries to the health of dangerous to public at large to the faculties of site, smell and/or hearing.



An owner shall not place or cause to be placed in the lobbies stairways and other areas of "MANORATH CONDOMINIUM" and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind, such areas shall be used for no other purposes than for normal transit through them.

42) RIGHT OF ENTRY :-

- (1) An owner shall grant the right of entry to the Manager or to any other person authorized by the Board or the Association in case of 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 representatives, when so required to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

43) RULES OF CONDUCT :-

- (1) No resident of "MANORATH CONDOMINIUM" shall post any advertisement or posters of any kind in or on the building except as authorized by the Association.
- (2) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb others Residents keeping domestic animals shall abide by the municipal sanitary by-laws or regulations.
- (3) It is prohibited to hang garments, rugs, etc. from the windows, balconies, or from any of the facades of "MANORATH CONDOMINIUM".

- (4) It is prohibited to dust rugs, etc. from the windows or to clean rugs, etc. by beating on the exterior part of the said Condominium.
- (5) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installation is not provided all garbage or trash shall be collected in vessel and thrown in the municipal dustbin.
- (6) No owner, resident or lessee shall install wiring for electrical or telephone installation television antennae, machine or air-conditioning units etc. on the exterior of "MANORATH" CONDOMINIUM or that protrude through the walls of the roof of that Condominium except as authorized by the Association.

CHAPTER-VII

FUNDS AND THEIR INVESTMENT

44) FUNDS :-

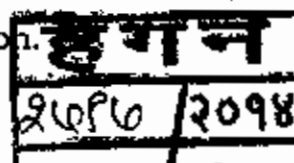
Funds may be raised by the Association in all or any of the following ways, namely:-

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

45) INVESTMENT :-

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

- a) In the Central Co-Operative Bank or in the State Co-Operative Bank or
- b) In any other securities specified in Section 20 of Indian Trust Act, 1882 or.
- c) In any Co-operative Bank or Society approved for this purpose by the Association.



**46) AFFILIATION :-**

Should there be any Federation of Apartment owners in the locality in which "MANORATH OWNERS ASSOCIATION" 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 Federation under rules thereof.

47) 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. 2500/- for petty expenses. All payment above Rs. 1000/- 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 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 maintain its account of financial year basis i.e. the account year of the association shall be financial year beginning from 1st April and ending on 31st March each year. The Association shall on or before 31st July each year publish an audited finance statement in respect of common areas and facilities containing.
 - a) The profit and loss account.
 - b) The receipts and expenditure of the previous financial year, and
 - c) A summary of the property and assets and liabilities of the common areas and facilities of 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 copy thereof, shall be submitted to the competent authority not later than 30th 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, a similar list of loans. The financial statement shall state upto what date profits and expenses of the common areas are included.

48) PUBLICATION OF ACCOUNTS AND REPORTS :-

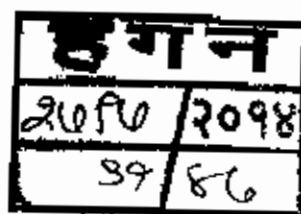
A copy of last financial statement shall be kept in conspicuous place inn the Association.

49) APPOINTMENT OF AUDITORS :-

The associations 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 returns 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 of specially report to the association in which respect he finds it incorrect, untouched or not in accordance with law.

50) POWER OF AUDITOR :-

The Auditor shall be entitled to call for an examine any papers of documents belonging to the association, relating to the common areas and facilities and common expenses and shall make a special report to the association upon any members connected with the accounts which appears to him to require notice.



**CHAPTER-VIII**
MORTGAGES**51) NOTICE TO ASSOCIATION :-**

An owner who mortgages his unit shall notify the Association through the manager, if any or the President of the Board in the event there is no Manager, the name and address of his mortgage and the association shall maintain such information in a book entitled "Mortgage of Units".

52) NOTICE TO UNPAID ASSESSMENTS :-

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

CHAPTER-IX
COMPLIANCE**53) 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 provision of the said Act, it is hereby agreed and accepted that the provisions of the Act will apply.

54) SEAL OF THE ASSOCIATION :-

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

CHAPTER-X
AMENDMENT TO PLAN OF APARTMENT OWNERSHIP**55) 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 owners representing at

least 75 percent of the total value of all units in the
"MANORATH CONDOMINIUM" as shown in Declaration.

WITNESSES

1) [Signature]

SIGNED AND DELIVERED BY
SAFEGUARD CONSTRUCTION ACTING
THROUGH ITS AUTHORIZED PARTNERS

[Signature]

(1) (RAMESH RAJARAMJI TAMBATKAR)

2) [Signature]

प्रेमराज तुळशीराम बाडोले
(2) (PREMRAJ TULSHIRAM BADOLE)

GRANTORS

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पावती

श्री सीफाईड कमिशन, १५

यांची यावे कडून साखील मुद्रांक सोदी केती आहेत. हे मुद्रांक मी नागपूर कोषागारातून सोदी केलेले आहेत.

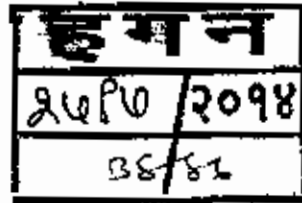
अनुक्रमांक	दिनांक	मुल्य
६६६५	२९/६/९४	१००/-
		१००/-

कुल मुद्रांक रकम :- १२५२०००/-

दिनांक :-

C.S. NARNAWARE
Stamp Vendor

Tahsil Office, L. No. 1/89
Nagpur



मुद्रापत्र क्रमांक	मुद्रापत्र क्रमांकाचा उपविभाग	मुद्रापत्र पद्धती
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मोवट्याचे नाव
 सिफाई मन्सूरसम्य लीमिटेड
 ०.६०२ असेअ राजारामजी
 लांबटकर
 २२.६१ उन्नत पार कोसनी
 वेसा. ला. नागपूर



वर्तते क्रमांक
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 वार अधिकार ६५५५
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 मा. जिल्हाधिकारी साहेब नागपूर
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 ०३-०८ दि. ०२-६-९८ अन्वये निवृत्त.
 अकृषिक प्रयोजनास मंजुरी देण्यात आली
 दि. २०/९/९८

गाव नमुना बारा अधिकार अगिला पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अधिनियम आणि नोंदवह्या (संपादन) अधिनियम, १९७३ यातील नियम २९)

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अधिकारी

हस्ताक्षर
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अधिकारी

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पावती नं.

कराबदल पावती 150

(निकम-३२ (५) पहा)

कार्यालय-ग्रामपंचायत-इसासनी

ग्रामपंचायत समिती हिंगणा, त. हिंगणा, जि. नागपूर.

मौजा बागदरा वार्ड नं. २११ फ्लॉट नं. ३४३ खसरा क्र. ४० याबद्दल

सन् २०१४-२०१५ करिता पुढे नमूद केलेल्या रकमा कराबदल मिळाल्या.

घर नं. २११ फ्लॉट नं. ३४३ खसरा क्र. ४० याबद्दल

सन् २०१४-२०१५ करिता पुढे नमूद केलेल्या रकमा कराबदल मिळाल्या.

करांची नावे	वसूल केलेल्या रकमा			
	सन् २०-२० भागील बाकी रुपये - पैसे	सन् २०१४-२०१५ वास्तु कर रुपये पैसे	एकूण रुपये पैसे	
इमारत कर				
जमीन कर (खाली जागा)		२९१४२ ००	२९१४२ ००	
दिवाबस्ती कर				
सामान्य आ. रक्षण कर				
सामान्य सफाई कर				
धंदा कर				
इमला कर				
नोटीस फी				
अधिपत्रांची (वारंट फी)				
इतर				
एकूण -	—	२९१४२ ००	२९१४२ ००	

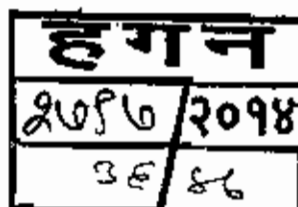
(अक्षरी दोन हजार एक सौ पन्नाशी क. फ्लॉट)

दिनांक २६/५/०९४

रकम भरणाऱ्याची स्वाक्षरी

वसूल करणाऱ्याची स्वाक्षरी

ग्रामपंचायत इसासनी



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