Receipt (pavti)

346/862
Monday,February 06 ,2023
1:40 PM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 1039 दिनांक: 06/02/2023

गावाचे नाव: शेगांव
दस्तऐवजाचा अनुक्रमांक: अरन3-862-2023
दस्तऐवजाचा प्रकार : प्रतिज्ञापत्र
सादर करणाऱ्याचे नाव: . . मे निरज रियलटी तर्फे पार्टनर 1 जानराव जयरामजी मांडवे

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 940.00
पृष्ठांची संख्या: 47	
एकूण:	रु. 1040.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 1:58 PM ह्या वेळेस मिळेल.

मुक्त दस्त DELEVERED

Joint Sub Registrar Amaravati III

बाजार मुल्य: रु.0 /-
मोबदला रु.1/-
भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: DHC रक्कम: रु.940/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2912202205551 दिनांक: 06/02/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012923030202223E दिनांक: 06/02/2023
बँकेचे नाव व पत्ता:

CHALLAN

MTR Form Number-6

GRN	MH012923030202223E	BARCODE	Date	29/12/2022-12:31:01	Form ID	25.1

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	AMT3_JT AMRAVATI NO 3 SUB REGISTRAR	Full Name	MS NIRAJ REALTY THROUGH MR JANRAO JAIRAMJI MANDWE
Location	AMRAVATI		
Year	2022-2023 One Time	Flat/Block No.	S NO 6 /2/C PLOT NO 03
Account Head Details	**Amount In Rs.**	Premises/Building	
0030046401 Stamp Duty	100.00	Road/Street	AREA 366.40 SQMTR
0030063301 Registration Fee	100.00	Area/Locality	MOUJE - SHEGAON
		Town/City/District	
		PIN	4 4 4 6 0 4
		Remarks (If Any)	Name=A--Marketval=0
Total	200.00	Amount In Words	Two Hundred Rupees Only

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Sub-Registrar Class-2, Amravati City-3

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572022122931677	IK0CAPWMS2
Cheque/DD No.		Bank Date	RBI Date	29/12/2022-12:24:31	Not Verified with RBI
Name of Bank		Bank Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No., Date		Not Verified with Scroll	

Mobile No. : 00000000

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Print Date 29-12-2022 12:31

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2912202205551	Date	29/12/2022
Received from MS NIRAJ REALTY PARTNER JANRAO JAIRAMJI MANDWE , Mobile number 0000000000, an amount of Rs.940/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Amaravati 3 of the District Amravatii.			
Payment Details			
Bank Name	YESB	Date	29/12/2022
Bank CIN	10004152099122905037	REF No.	111618818742
This is computer generated receipt, hence no signature is required.			

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Sub-Registrar Class-2, Amravati (Joint S.R.) Dist. Amravati

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DEED OF DECLARATION

In respect of

"Morpankh Avenue"

(FORM/EXHIBIT-A")

(Under Section-2 of the Maharashtra Apartments Ownership Act. 1970)

(Stamp Duty paid Rs. 100/-)

In the city of Amravati within the jurisdiction of Sub-Registrar, Amravati Tq. and Dist. Amravati on this 8.... **th. day of February 2023.**

BY

M/s Niraj Realty , (PAN - **AAUFN1860B**)
Through its Partners,

1) Mr. Janrao Jairamji Mandwe **(PAN - BJEPM2839M)**
aged about 62 years, occup. Business
resident of at Sonal Colony, Shegaon Rahatgaon Road,Amravati Tq. & Dist. Amravati, 444604
Aadhaar No. - 8097 3854 9783 And Mob. No. 9373023275

2) Mrs. Sunanda Janrao Mandwe **(PAN - ABEPM5536E)**
aged about 60 years, occup. Business
resident of at Sonal Colony, Shegaon Rahatgaon Road,Amravati Tq. & Dist. Amravati, 444604
Aadhaar No. - 2875 2660 1323 And Mob. No. 9890600672

3) Mr. Satish Janrao Mandwe **(PAN - AVAPM0108Q)**
aged about 38 years, occup. Business
resident of at Sonal Colony, Shegaon Rahatgaon Road,Amravati Tq. & Dist. Amravati, 444604
Aadhaar No. - 9784 0776 6913 And Mob. No. 9860089541

4) Mr. Niraj Janrao Mandwe **(PAN - EREPM2128E)**
aged about 23 years, occup. Business
resident of at Sonal Colony, Shegaon Rahatgaon Road,Amravati Tq. & Dist. Amravati, 444604
Aadhaar No. - 9975 0363 1547 And Mob. No. .8237551001
Through its Power of Attorney Holder
Mr. Satish Janrao Mandwe **(PAN - AVAPM0108Q)**
aged about 38 years, occup. Business
resident of at Sonal Colony, Shegaon Rahatgaon Road,Amravati Tq. & Dist. Amravati, 444604
Aadhaar No. - 9784 0776 6913 And Mob. No. 9860089541
(By Regd. Special Power of Attorney vide No. 1107/2023 dtd. 13/01/2023 Regd. at Haveli-15, Pune City)

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Hereinafter referred to as **"THE GRANTOR/PROMOTER/OWNER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the survivors of survivor of them and the heirs, executors and administrators his or he assigns)who is fully empowered and qualified to execute this deed), do hereby state :-

FIRST :

That the **M/s Niraj Realty ,** Through its Partners, **1) Mr. Janrao Jairamji Mandwe 2) Mrs. Sunanda Janrao Mandwe 3) Mr. Satish Janrao Mandwe** and **4) Mr. Niraj Janrao Mandwe** owned and possessed the piece of land which is described as below by **virtue of Registered Sale Deed vide no. 4755/2022 dtd.08/08/2022** the **THE GRANTOR/ PROMOTER/OWNER** Well sufficiently holds, possessed and developed the piece of land which is described as below :-

SCHEDULE -A

DESCRIPTION OF THE PLOT ABOVE REFERRED TO :

1) "All the piece and parcel of land situated at Mouje - Shegaon, Pargane-Nandgaon Peth Tq. & Dist. Amravati, within the local limit of Municipal Corporation of Amravati and within the jurisdiction of Sub-Registrar, Amravati, Plot No. 03, Out of Field Survey No. 6 (As per computerized 7/12 Field Survey No. 6/2/C) Total admeasuring 366.40 Sq.mtrs. (3942.5 Sq.fts.), which is bounded as under :

Towards East	:	30 fts. wide Road,
Towards West	:	Service Lane,
Towards North	:	Plot No. 2,
Towards South	:	30 fts. wide Road,

Hereinafter refrred as **"Said Property"**

2) That,WHEREAS the said property was purchased by **Mrs. Sunanda Janrao Mandwe and Mr. Janrao Jairamji Mandwe** vide Sale Deed dated 20/02/1997, registred at Sr. No. 505 with the office sub registrar, Amravati City -1 from Mr. Sharadchandra Raghunathrao Mahalle. That thereafter said property was purchased by **M/s Niraj Realty ,** Through its Partners, **1) Mr. Janrao Jairamji Mandwe 2) Mrs. Sunandâ Janrao Mandwe 3) Mr. Satish Janrao Mandwe** and **4) Mr. Niraj Janrao Mandwe** vide Sale Deed dated 08/08/2022, registred at Sr. No. 4755 with the office sub registrar, Amravati City -3, from **Mrs. Sunanda Janrao Mandwe and Mr. Janrao Jairamji Mandwe** and accordingly the names of the owners are mutated in record of right,

3) **AND WHEREAS** the title of the Grantor/Owner to the said property is thus clear marketable, and unencumbered one. The grantor is therefore competent to execute and has execute this deed of declaration in his capacity, as the owner of the said plot.

SECOND;

That the Grantor/Developer proposed and decided to construct on all the piece and parcel of the land described above a building by

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name & style as **"Morpankh Avenue"** as per the building plan Exhibit – A, and has applied with the Municipal Corporation, Amravati for the sanction vide map which has been duly approved and sanctioned by the Municipal Corporation, Amravati vide **Building Permit No.135452 and Permit No. DDMCA/B/2022/APL/01704 dated 30/09/2022,** which is attached herewith and forms a part and parcel of this declaration.

WHEREAS the Grantor has appointed a structural Enginner for the preparation of the structural design and drawings of the buildings and the Grantor accepts the professional supervision of the Architect and the structural Enginner till the completion of the buildings, and,

WHEREAS on demand from the allottee, the Vendor has given inspection to the Allottee of all the documents of title relating to the project land and plans, designs and specifications prepared by the **Grantor's Engineer Mr. Vijay Paranjape** and,

WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or Advocate of the Vendor, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Vendor to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto, and,

The construction scheme is completed according to the plans attached hereto as Exh.-A. The postal address of the Scheme is : **"Morpankh Avenue",** Plot No. 03, Out of Field Survey No. 6 (As per computerized 7/12 Field Survey No. 6/2/C) situated at Mouje Shegaon, Sonal Colony, Shegaon Arjun Nagar Road, Amravati, Tq. & Dist. Amravati.

THIRD;

That on dated of the execution of this Deed of Declaration of the said **"Morpankh Avenue"** the consume floor surface index area of 917.21 Sq.mtrs. and the consume FSI is 1.47 It is hereby made clear that, any increase in the Floor Space Index (F.S.I.) area in future shall be utilized by the grantor only and he shall not be required to pay any compensation in any manner on any count whatsoever to the apartment owners or the association of the apartment's owner. So also it is further made clear that, the entire rights of upper terrace shall be of the Owners i.e. **M/s Niraj Realty ,** Through its Partners, or the person claiming through him have every right to raise for further construction over the top floor. Similarly, the grantor alone has rights to use the upper terrace for erecting cellular towers, internet towers, or for any purpose or for own benefits, and no unit holder or persons claim through them shall have right to take objection or otherwise restrain the grantor or his nominee from using the upper terrace. The ownership over the terrace shall always and forever be vested in the Owners i.e.**M/s Niraj Realty,** Through its Partners, and they have every rights to dealt with it in any manner whatsoever. The said building consist of Basement, Ground floor and Four upper floors. In Basement there is ample Parking Space, and Stairs, Lift area, Stair Case, In Ground floor there are Seven Shops, Lift, Stairs, and

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Parking space, In First Floor there are Seven Shops and Toilets, Lift area, Stair Case . That on Second and Third Floor there are Two Flats/ Apartments on each floor. That in Fourth and Fifth Floor there are Two Duplex Flat/ Apartment. That there is ample parking for the apartment/ flat owners exclusively and staircase and lifts to lead the upper floors. while the upper terrace and additional floors that may be constructed by the the Owners i.e.**M/s Niraj Realty,** Through its Partners, shall be used as per the desire of the the Owners i.e.**M/s Niraj Realty,** Through its Partners,. The Shop/apartment/family unit have to be sold to one or more owners, each owner obtaining the particulars and exclusive right and each Shop/apartment consist of heritable, successor and transferable immovable property rights within the meaning any law for the time being in the state (herein referred to as "unit or apartment or shop"), and also the undivided share in general and / or restricted common areas and facilities of the building listed hereinafter in the deed, necessary for their adequate use and enjoyment and thereinafter referred to as the "general or restricted common area and facilities", all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

FOURTH:

That the aforesaid building has a total building area of 1335.88 Sq.meters and of which constitute the shops, residential unit and general area and facilities. That this building shall be known as the **"Morpankh Avenue"** and that Common Areas and facilities of the Building will be as follows:-

That on Basement of the building there is ample parking space for Flat /Apatment owners.There is common stair case and lift to be exclusively used by ground to Fifth floor residential and Shop unit holder of the said building.

That on the Ground Floor there are Seven Shops and same is numbered as Shop no.1 to Shop no.7. There is common stair case and lift to be exclusively used by ground to Fifth floor residential and Shop unit holder of the said building.

The First Floor consists of 07 Shops and the same is Numbered as Shop no. 08 to Shop No.14. There is common stair case and lift to be exclusively used by Ground to Fifth floor residential and Shop unit holder of the said building. That there is common Male and Female Toilet at First Floor.

The Second floor consists of Two residential units and the same is Numbered as Flat No.201 and Flat No. 202,

The Third floor consists of Two residential units and the same is Numbered as Flat No.301 and Flat No. 302,

The Fourth floor and Fifth Floor consists of One residential Duplex units and the same is Numbered as Flat No.401 and Flat No. 402,

That,above the Fifth floor there is open Terrace,it is a exclusively hold by the original land Owners i.e. **M/s Niraj Realty,** Through its Partners. That, each of the residential unit is well equipped with

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electricity and water pipe fitting connected with over head water tank. That, each unit holder of the said building has to secure electric meter from M.S.E.D.C.Ltd. in their own name at their own cost. The common area and facilities to the building and their description is as follows :-

I) **ON GROUND FLOOR :-**

SHOP NO. 1

This is Commercial Shop on the ground floor of the building having carpet area 11.05 sq.mts., Built up Area 12.437 Sq.mtrs. and super built up area of about 15.41 Sq.mtrs. alongwith undivided share in land 1.68 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

SHOP NO. 2

This is Commercial Shop on the ground floor of the building having carpet area 11.26 sq.mts., Built up Area 12.326 Sq.mtrs. and super built up area of about 15.30 Sq.mtrs. alongwith undivided share in land 1.67 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

SHOP NO. 3

This is Commercial Shop on the ground floor of the building having carpet area 11.26 sq.mts., Built up Area 12.379 Sq.mtrs. and super built up area of about 15.35 Sq.mtrs. alongwith undivided share in land 1.67 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

SHOP NO. 4

This is Commercial Shop on the ground floor of the building having carpet area 11.26 sq.mts., Built up Area 12.379 Sq.mtrs. and super built up area of about 15.35 Sq.mtrs. alongwith undivided share in land 1.67 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

SHOP NO. 5

This is Commercial Shop on the ground floor of the building having carpet area 11.26 sq.mts., Built up Area 12.326 Sq.mtrs. and super built up area of about 15.30 Sq.mtrs. alongwith undivided share in land 1.67 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

SHOP NO. 6

This is Commercial Shop on the ground floor of the building having carpet area 11.56 sq.mts., Built up Area 12.099 Sq.mtrs. and super built up area of about 15.07 Sq.mtrs. alongwith undivided share in land 1.64 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

SHOP NO. 7

This is Commercial Shop on the ground floor of the building having carpet area 10.19 sq.mts., Built up Area 11.390 Sq.mtrs. and super built up

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area of about 14.36 Sq.mtrs. alongwith undivided share in land 1.57 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

On ground floor there is Parking area and there is staire case and lift shaft for the used for the all upper floor residential unit holders.

II) **ON FIRST FLOOR :-**

SHOP NO. 8

This is Commercial Shop on the ground floor of the building having carpet area 15.35 sq.mts., Built up Area 16.887 Sq.mtrs. and super built up area of about 24.94 Sq.mtrs. alongwith undivided share in land 2.72 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

SHOP NO. 9

This is Commercial Shop on the ground floor of the building having carpet area 11.26 sq.mts., Built up Area 12.326 Sq.mtrs. and super built up area of about 20.37 Sq.mtrs. alongwith undivided share in land 2.22 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

SHOP NO. 10

This is Commercial Shop on the ground floor of the building having carpet area 11.26 sq.mts., Built up Area 12.380 Sq.mtrs. and super built up area of about 20.43 Sq.mtrs. alongwith undivided share in land 2.23 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

SHOP NO. 11

This is Commercial Shop on the ground floor of the building having carpet area 11.26 sq.mts., Built up Area 12.380 Sq.mtrs. and super built up area of about 20.43 Sq.mtrs. alongwith undivided share in land 2.23 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

SHOP NO. 12

This is Commercial Shop on the ground floor of the building having carpet area 11.26 sq.mts., Built up Area 12.326 Sq.mtrs. and super built up area of about 20.37 Sq.mtrs. alongwith undivided share in land 2.22 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

SHOP NO. 13

This is Commercial Shop on the ground floor of the building having carpet area 11.26 sq.mts., Built up Area 12.307 Sq.mtrs. and super built up area of about 20.36 Sq.mtrs. alongwith undivided share in land 2.22 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

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SHOP NO. 14

This is Commercial Shop on the ground floor of the building having carpet area 9.65 sq.mts., Built up Area 10.618 Sq.mtrs. and super built up area of about 18.67 Sq.mtrs. alongwith undivided share in land 2.04 % The area includes the share of the common built up area of staircase, Lift and Balcony/Otta.

III. RESIDENTIAL UNIT OF SECOND FLOOR

FLAT NO. 201 (2BHK)

This is residential apartment on the Second floor of the building having carpet area 80.36 sq.mts., Built up Area 90.190 Sq.mtrs. and super built up area of about 98.62 Sq. mtrs. alongwith undivided share in land 10.75 %. The apartment area includes the share of the common built up area, passage, staircase, Balcony and lift. This unit consist of one living room cum kitchen cum dining room, One bedroom, one Master bed room with attach toilet, and one common toilet and with Wash area.

FLAT NO. 202 (2BHK)

This is residential apartment on the Second floor of the building having carpet area 79.79 sq.mts., Built up Area 89.040 Sq.mtrs. and super built up area of about 97.47 Sq. mtrs. alongwith undivided share in land 10.63 %. The apartment area includes the share of the common built up area, passage, staircase, Balcony and lift. This unit consist of one living room cum kitchen cum dining room, One bedroom, one Master bed room with attach toilet, and one common toilet and with Wash area.

IV. RESIDENTIAL UNIT OF THIRD FLOOR

FLAT NO. 301 (2BHK)

This is residential apartment on the Third floor of the building having carpet area 80.36 sq.mts., Built up Area 90.190 Sq.mtrs. and super built up area of about 98.62 Sq. mtrs. alongwith undivided share in land 10.75 %. The apartment area includes the share of the common built up area, passage, staircase, Balcony and lift. This unit consist of one living room cum kitchen cum dining room, One bedroom, one Master bed room with attach toilet, and one common toilet and with Wash area.

FLAT NO. 302 (2BHK)

This is residential apartment on the Third floor of the building having carpet area 79.79 sq.mts., Built up Area 89.040 Sq.mtrs. and super built up area of about 97.47 Sq. mtrs. alongwith undivided share in land 10.63 %. The apartment area includes the share of the common built up area, passage, staircase, Balcony and lift. This unit consist of one living room cum kitchen cum dining room, One bedroom, one Master bed room with attach toilet, and one common toilet and with Wash area.

V. RESIDENTIAL UNIT OF FOURTH AND FIFTH FLOOR

FLAT NO. 401 (3BHK)

This is residential apartment on the Fourth floor of the building is a Duplex Apartment having carpet area 63.32 sq.mts., Built up Area 81.847 Sq.mtrs. and super built up area of about 136.00 Sq. mtrs. and terrace

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area on fifth floor alongwith undivided share in land 14.83%. The apartment area includes the share of the common built up area, passage, staircase, Balcony and lift. This unit consist of one living room cum kitchen cum dining room, Two bedroom, one Master bed room with attach toilet, and one common toilet and with Wash area and with open Terrace.

FLAT NO. 402 (2BHK)

This is residential apartment on the Fourth floor of the building is a Duplex Apartment having carpet area 64.51 sq.mts., Built up Area 83.196 Sq.mtrs. and super built up area of about 137.35 Sq. mtrs. and terrace area on fifth floor alongwith undivided share in land 14.03%. The apartment area includes the share of the common built up area, passage, staircase, Balcony and lift. This unit consist of one living room cum kitchen cum dining room, One bedroom, one Master bed room with attach toilet, and one common toilet and with Wash area and with open Terrace.

That on First Floor there is Open Area of Total 71.740 Sq.mtrs. Out of which Western portion of 35.87 Sq.mtrs. is under the exclusive use and possession of owner of Flat No. 401 and Eastern portion of 35.87 Sq.mtrs. is under the exclusive use and possession of owner of Flat No. 402.

That each unit is described with full details of the dimensions, in the Exhibit 'A' (Building Plan), which form a part and parcel of this Deed of Declaration. The measurements of units include all outside walls & 1/2 of the block partitions. That the property consisting of the said **"Morpankh Avenue"** is hereby submitted & subjected to the Provision of the Maharashtra Apartment Ownership Act. 1970.

COMMON AREA AND FACILITIES

a) The parcel of land described in paragraph 1st of this deed, in which all the occupants and holders of Shops/family units shall have proportionate undivided share as per sanctioned builtup area of each unit in total area of the said plot.

b) There is ample common Parking facilities at ground floor as shown in EXHIBIT 'A' attached hereto

c) The following facilities located in the Building.

i) A lobby and Lifts facilities as shown in EXHIBIT 'A'

ii) There is one Entry gates to the Building as shown in EXHIBIT 'A'

d) The following facilities located throughout the building and as shown in EXHIBIT 'A attached hereto,

i) A Stair-way which leads from the parking area of the Basement floor to the roof of the building.

ii) A Lift which leads from the parking on Basement floor area to the Fifth floor of the building.

iii) Water tank located on the roof of the building .

iv) Plumbing Network throughout the building.

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v) Electric wiring network throughout the building,
vi) Necessary lighting, and water connection. water connection is meant to open in the common water pump located at ground floor,
vii) The Foundation and main walls, columns, girders, beams of the building described in the Plan which form part of this Deed as EXHIBIT 'A'.
viii) Septic Tank, and a lobby which give excess to the stair-way and up to each residential family unit.
ix) Borewell in the area of residency for the use of residential unit holder.

RESTRICTED AREA

The restricted areas are as follows:

i) The entire roof of the building above the Fifth floor,
ii) The Terrace area of Fifth Floor under the use and possession of Flat No. 401 and Flat No. 402.
iii) The Open Space area on First Floor under the exclusive use and possession of Flat No. 401 and Flat No. 402.
iv) Future F.S.I, in case of increases by Authority,
v) Lift facility is provided only for the flats owners,
vi) Staircase and lobby area of entire building.

FIFTH

The building shall be known and style as **"Morpankh Avenue"**. The area statement of the plots cum building is specified as under :-

Total Plot Area	:	366.40 sq.mts.
Permissible F.S.I Factor	:	2.00
Total Permissible Builtup area	:	1108.80 sq.mts.
Residential Area	:	605.04 sq.mtrs.
Commercial Area	:	329.09 sq.mtrs.
Total Built up Area	:	917.21 sq.mtrs
Consumed FSI	:	1.47 Sq.mtrs.

Similarly the percentage of the land share (undivided share) of the Shops/ Flat/Apartment owners is proportionate to respective Shops/Flats Builtup Area.

SIXTH

(a) That the right, title and interest of each owner of a Shops/ family unit in the general common area and facilities listed under letter ***(a) to (c)*** of subparagraph 2 of paragraph Fourth and their proportionate share in the profits and common expenses in the said general common area and facilities, as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment owners of the **"Morpankh Avenue"** is based on the equal share as per sanctioned builtup area of each unit to the proportionate undivided share in total area of the said plot.

(b) That the right, title and interest of each owner of the Shos/family unit of each Shop/family unit type located on each of the respective floors in the restricted common area as and facilities as mentioned in

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paragraph Fourth, and their proportionate share in the profits and common expenses in the said restricted common areas and facilities as well as the proportionate representation of voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment owners of **"Morpankh Avenue"**. is based on the proportionate value of each shop/family unit to the total value of all family units located in respective family unit type on its respective floors.

(c) The proportionate representation for voting purpose provided in (a) and (b) hereof may be limited in accordance with the provisions of the bye-laws attached hereto as EXHIBIT 'B'.

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

(e) That the terrace of the said **"Morpankh Avenue"**, shall be exclusively owned and possessed by the original land Owners i.e.**M/s Niraj Realty,** Through its Partners, alone and no apartment / shop unit holder shall claim any right title and interest in the said terrace in any manner whatsoever on any count whatsoever. The grantor/Shop or Flat Owners or their successor shall have no right to make further construction upto sky over and above the said terrace for which no apartment unit holder shall take any objection.

SEVENTH

The original land Owners i.e. **M/s Niraj Realty,** Through its Partners, herein shall be entitled to use the present unutilized and future additional FSI/TDR upon the building in the said property as and when the same is permitted by way of extention of the existing building. The Grantor herein shall be entitled to revise the plans get them sanctioned from the A.M.C. and construct the additional units/apartments by utilizing the balance / additional FSI/TDR of the said property and building. So also in the above event and in the event of Grantor to selling the unsold apartment and / or selling the newly/additionally constructed units, in such cases, the respective allottees/purchasers thereof will be admitted as members of the association of apartment owners. The original land Owners i.e. **M/s Niraj Realty,** Through its Partners, here shall be entitled to float the balance or additional available FSI pertaining to the said property on any structure or building in the said property or may develop the FSI/TDR of any other property upon the building/structure upon the said property if and when so permitted by the concerned authority and to sell the same or assign its rights to any other person's. That the percentage of undidided interest in the general and restricted common areas and facilities established herein shall not be changed except with unanimous consent of the shop/ apartment owners expressed in amendment to this deed duly registered.

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Joint Sub-Registrar Class-2, Amravati (1-3)

EIGHTH

That the Grantor has provided lift facility to the said building and therefore, all the Flat/Apartment unit holders shall be equally liable and responsible for the maintenance charges of the lift.

NINETH

That recently the Maharashtra State Electricity Distribution Company Ltd. has framed the rules for allotment of the seperate DP to the apatment Scheme. Now the Maharashtra State Electricity Distribution Com apartpany Ltd. has taken strict action to register lease deed for a period of 99 years to be executed by the scheme owners/builder in favour of Maharashtra State Electricity Distribution Company Ltd. Unless the lease of the required area for installation of the DP has not been executed, the electricity supply shall not be given to the scheme owner and hence the scheme owner has reserved the land for installation of DP on the ground floor of the said building/scheme. Therefore this particular condition is mentioned by the Grantor in this Deed of Declaration to avoid the future complications.

TENTH

That the administration of **"Morpankh Avenue"** consisting as aforesaid building and parcel of land described in paragraph First and Fifth of this Deed shall be in accordance with the provisions of this Deed and with the provisions of this bye-laws which are meant a part of this Deed and are attached hereto as EXHIBIT 'B'.

ELEVENTH

That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership act so that the Shops/family units may be conveyed registered as Individual property capable of independent use on account of each having its own exists to a common area and facilities of the building, each Shops/family unit owner having an exclusive and particular right, title and interest over his respective shops/family unit an in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

TWELEVETH

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 **"Morpankh Avenue"**, is distributed as follows:-

(a) Parcel of land described in paragraph FIRST hereof is value at Rs.36,00,000/- as per Govt. Value.

(b) The building described in paragraph SECOND AND THIRD hereof is valued at Rs.1,90,00,000/-

THIRTHEENTH

That so long as Grantor owns one or more of the family units, the Grantor shall be subject to the provision of this Deed and of the Exhibits

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A attached herewith, and the Grantor covenants to take no action which will adversely affect the rights of the Association of Apartment Owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of establishment of the **"Morpankh Avenue"**,

FOURTHEENTH

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.

FIFTEENTH

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

SIXTEENTH

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

SEVENTEENTH

That each Shops/apartment owner shall comply with the provision of this Deed, bye-laws, decisions and resolution of the Association of the apartment owners of it representative, and failure to comply with any such provisions, decision or resolutions shall be the ground for an action to recover sums dues for damages or for Injunctive Relief.

EIGHTEENTH

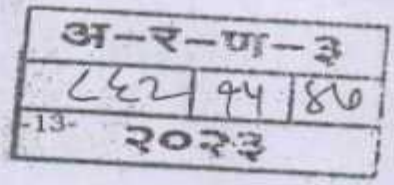
That the dedication of the property to the plan of apartment ownership herein shall not be revoked or the property removed from the plan of Shops/family apartment ownership or of all the mortgagees covering the units unanimously every to such revocation for amendment or removal of the property from the plan by duly registered instruments.

NINETEENTH

That no apartment owner of a Shop/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 by the abandonment of his Shops/family unit.

TWENTEETH

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





TWENTY-FIRST

That all present or future owners, tenants, future tenants or any other persons 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 of the shop/family units of the building or the mere act of occupancy of any of the said units shall signify the provisions of this Deed are accepted and ratified. The respective family unit shall not be rented or given on leave and license or caretaker basis by the Apartment owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensations or compensation for any period less that thirty days or (b) any rental or if the occupants of the family unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligation, the apartment owner of the respective family units shall have the absolute right to lease such unit or give it on leave and license or Caretaker basis provided that said lease or leave and license or care-taker basis is made subject to the covenants and restrictions contained in the Declaration and further subject to the bye-laws in EXHIBIT 'B' attached hereto.

TWENTY-SECOND

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

TWENTY-THIRD

That, where a Shop/family unit is sold by a mortgage in exercise of his powers or sale under an English Mortgage against the owner of such family unit; then neither the Mortgage nor the purchaser who derives title to the Shops/family unit at such sale, or his successors or assigns shall be liable, for assessment by the Association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association of Apartment owners from filling and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such Mortgage.

TWENTY-FOURTH

That in a voluntary conveyance of a Shop/family unit the grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association of Apartment owners against the letter for his share of the common expenses up to the time of the grant of conveyance without prejudice to the grantee's right to recover from the Grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Manager or Board, Board of Managers of the Associations, as the case may be, setting forth the amount of the unpaid assessments against the Grantor due to the Association and such Grantee shall not be liable for, nor shall the family unit conveyed be subject to a charge for, any unpaid assessments

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made by the Association of Apartment Owners against the Grantor in excess of the amount therein, set forth.

TWENTY FIFTH

That the Manager or Board of Manager of the Association shall obtained and continued in effect blanket property insurance in form and amounts satisfactory to Mortgages holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit Insurance.

TWENTY SIXTH

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

IN WITNESSETH WHEREOF THE GRANTOR ABOVE NAMED HAS HERETO SET HIS HAND & SIGNED THIS DATE OF DECLARATION AT AMRAVATI ON .8.th. DAY OF DECEMBER 2022.

M/s NIRAJ REALTY,
through **it's Partners**

WITNESSESS :-

1) Bhagat

2) S.S.Mandwe

Mr. Janrao Jairamji Mandwe

Mrs. Sunanda Janrao Mandwe

Mr. Satish Janrao Mandwe

Mr. Niraj Janrao Mandwe
Through its Power of Attorney Holder
Mr. Satish Janrao Mandwe

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The Sajni Sahakari Sahkari Registrar Class-2, Amravati (M.S.) Dist. Amravati

EXHIBITS - B

(See Clause 18)

BYE-LAWS OF "MORPANKH AVENUE"

CHAPTER - I

1. SHORT TITLE AND APPLICATION

(1) These bye-laws may be called the Bye-laws of the **"Morpankh Avenue"**

(2) The provisions of these bye-laws apply to the **"Morpankh Avenue"**. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the building in any manner, are subject to the regulations set-forth in these bye-laws.

The mere acquisition or rental or taking or license of any of the Shops/ 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, ratified, and will be complied with.

2. DEFINITION

(1) In these bye-laws, unless the context requires otherwise,—

a) "Act" means the Maharashtra Apartment Ownership Act, 1970;

b) "Association" means the Association of all the Apartment Owners constituted by such owners for the purpose of the **"Morpankh Avenue"**;

c) "Board" means a Board of Managers consisting of five persons, all of whom shall be owners of apartment in the **"Morpankh Avenue"**;

d) "Building" means the building located at Plot No. 03, Out of Field Survey No. 6 (As per computerized 7/12 Field Survey No. 6/2/C) situated at Mouje Shegaon, Sonal Colony, Shegaon Arjun Nagar Road, Amravati, Tq. & Dist. Amravati.and known as the **"Morpankh Avenue"**, and includes the land forming part thereof;

e) "Declaration" means the Declaration which the sole owner of the building or all the owners of the building have executed & registered as provided in section 2 in Maharashtra Apartment Ownership Act, 1970 ;

f) "Majority of owners" mean those owners holding 51 percent of the votes in accordance with the percentages assigned in the Declaration;

g) "Owner or Allotee"or "Shop/apartment owner or allotee" means the person owing an Shop/family apartment in the **"Morpankh Avenue"**

h) "Section" means a section of the Act:

i) "Unit" means of Shop/family unit in the **"Morpankh Avenue"**.

j) "Register" means the Registree 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.

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3. APARTMENT/SHOP OWNERSHIP

The building located at Plot No. 03, Out of Field Survey No. 6 (As per computerized 7/12 Field Survey No. 6/2/C) situated at Mouje Shegaon, Sonal Colony, Shegaon Arjun Nagar Road, Amravati, Tq. & Dist. Amravati. known as **"Morpankh Avenue"** is submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970.

4. OBJECT OF ASSOCIATION

1) The objects of the association shall be-

a) To be and to act as the Association of Shop/Apartment Owners of the building called **"Morpankh Avenue"** at Plot No. 03, Out of Field Survey No. 6 (As per computerized 7/12 Field Survey No. 6/2/C) situated at Mouje Shegaon, Sonal Colony, Shegaon Arjun Nagar Road, Amravati, Tq. & Dist. Amravati.(herein called "the said building") who have filed their respective Declarations submitting their apartments to the provisions of the Maharashtra Apartment Ownership Act, 1970.

b) To invest or 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 outsiders for commercial purposes, and to distribute the common profits left after deducting the common expenses amongst the shop/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 section (2) of section 16 of Maharashtra Apartment Ownership Act, 1970 ;

f) To advance, with the consent of the Shop/apartment owners, any short terms loans to any apartment owners in case of any emergent necessity, and to provide for the repayment thereof in lump-sum or in installments;

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

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

1) To do all things necessary or and otherwise provide 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.

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5. MEMBERS OF ASSOCIATION

1. All persons who have purchased Shop/apartment unit in the **"Morpankh Avenue"** and executed respective Declarations under section 5 submitting their apartment to provisions of the Act shall auto -matically deemed to be conveyed to the members of the Association, and the members of the Association shall pay the sum of one hundered rupees as entrance fee and may purchase at least one share of the face value of Rs.1000 each. Each shop/apartment owner shall receive a copy of the bye-laws on payment of Five hundred rupee.
2. Upon any shop/apartment owner selling his shop/apartment or absolutely conveying the same by way of gift under his will or otherwise, the purchaser or done shall automatically become a member of the Association, and shall be admitted as member on payment of the entrance fee of One Thousand rupee. The shares held by an apartment owner shall be transferred to the name of such purchaser or done on payment of One Thousand rupee to the Association.
3. On the death of an shop/apartment owner, his shop/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 names of the legal representatives jointly shall be entered in the register of shop/apartment owners maintained by the secretary for the purposes of administration of the **"Morpankh Avenue"** as shop/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 shop/apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the shop/apartment and the shares of the association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.

7. HOLDING OF ONE SHARE COMPULSORY

Every shop/apartment owner must hold at least one share of the Association, (joint apartment owners holding the shares jointly).

8. DISQUALIFICATIONS

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

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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 the family unit or units in the Declaration.

10. QUORUM

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

11. VOTES TO BE CAST IN PERSON

Votes shall be cast in person

CHAPTER - III
ADMINISTRATION

12. POWERS AND DUTIES OF ASSOCIATION

The association will have the responsibility of administering the **"Morpankh Avenue"**, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the condominium in an efficient manner. Except as otherwise provided, resolutions of the association shall require approval by a majority of owners, casting votes in persons.

13. PLACE OF MEETINGS

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

14. ANNUAL MEETINGS

The first annual meeting of the association shall be held on 31.03.2025 or on completion of sale of all shop/family unit which ever is earlier (date). 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 by-law. 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 or upon a petition signed by a majority of the owners and having been presented to the secretary, or at the request of the housing commissioner, or as the case may be, the Registrar or any officer duly authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths of the owners present in persons.

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16. NOTICE OF MEETING

It shall be the duty of the secretary to mail or send a notice of each annual or special meeting, stating the propose thereof as well as the time and place where it is so held, to each apartment owner, at least 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye-law shall be considered notice served. Notices of all 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 owners cannot be organized because a quorum has not attended the owner who is present, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called. If at such adjourned meeting also, no quorum is present the owners present in person being not less than two shall form a quorum.

18. ORDER OF BUSINESS

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

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

CHAPTER - IV
BOARD OF MANAGERS

19. MANAGEMENT OF ASSOCIATION

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

20. POWER AND DUTIES OF BOARD

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the associations, 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.

21. OTHER DUTIES

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

a) Care, upkeep and surveillance of the **"Morpankh Avenue"** and the common areas and facilities;
b) Collection of monthly assessment from the owners;
c) Designation, employment, remuneration and dismissal of the

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pesonnel necessary. For the maintenance and operation of the **"Morpankh Avenue"**, the common areas and facilities and the restricted common areas and facilities;

d) To provide for the manner in which the audit and accounts of the Association shall be carried out;

e) To inspect the accounts kept by the Secretary and/or the Treasurer, and examine the registers and account books and to take steps for the recovery of all sums due to the association;

f) To sanction working expenses, count cash balance and deal with other miscellaneous business;

g) To see that cash book is written up promptly and is signed daily by one of the Members of the Board authorized in this behalf;

h) To hear and deal with complaints.

22. MANAGER

The Board may comply 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 by-law 21.

23. ELECTION AND TERM OF OFFICE

At the first annual meeting of the association, the term of office of two Managers shall be fixed for three years. The term of office of two Managers shall be fixed at two years, and the term of office of one manager shall be fixed at one year. At the expiration of 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 their first meeting. (If a larger Board is contemplated, the terms of office should be established in a similar manner so that they will expire in different years).

24. VACANCIES

Vacancies in the board caused by any reason other than the removal of a manager by a vote of the association shall be filed 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 MANAGERS

At any regular or special meeting duly called any one or more of the managers may be removed with or without caused by a majority of the apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26. ORGANIZATION MEETING

The first meeting of a newly elected Board shall be held within 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

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Registrar Class-2, Amravati (M.S.)

to the newly elected managers in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

27. REGULAR MEETINGS

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

28. SPECIAL MEETINGS

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

29. WAIVER OF NOTICE

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

30. QUORUM

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

31. FIDELITY BONDS

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

CHAPTER - V
OFFICERS

32. DESIGNATION

The principal officers of the association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by

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and from the Board. The Board may appoint an Assistant Treasurer, and an assistant Secretary, and such other Officers as in their judgment may be necessary.
(In the case of an association of one hundred owners or less, the offices of treasurer and Secretary may be filed by the same person).

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

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

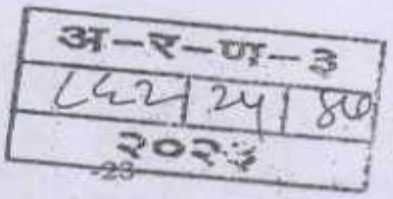
35. PRESIDENT
The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among 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 the place of the president and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member of the Board so to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by Board.

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

37 A. JOINT SECRETARIES
In absence of secretary the joint secretary shall do all the acts and function of secretary.

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





CHAPTER VI
OBLIGATIONS OF THE APARTMENT OWNERS

39. ASSESSMENTS

All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the **"Morpankh Avenue"** which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, and 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 a Reserve Fund for Replacements.

40. MAINTENANCE AND REPAIR

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

2) All the repairs of internal installations of the unit such as water, light, gas, power sewage, telephones, air-conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.

3) An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common areas and facility damaged through his fault.

4) It is prohibited to hang garments, rugs, etc. from the windows balconies, or from any of the facades of the **"Morpankh Avenue"**.

5) 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.

6) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installation is not provided, all garbage or trash shall be collected in a vessel and thrown in the municipal dust bin.

6) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air-conditioning units, etc., on the exterior of the **"Morpankh Avenue"** or that protrude through the walls or the roof of that condominium except as authorized by the Association.

41. USE OF FAMILY UNITS/SHOPS-INTERNAL CHANGES

1) All Shops/apartment/flat on ground to Thirteenth floor shall be utilized for residential purpose only.

2) An owner shall not make any structural modification or alternation in his units or installation located wherin without previously notifying the Association in writing, thorugh the president of the Board if no Manager is employed. The association shall have the obligation to answer within

अ-र-ण-३
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thirty days and failure to do so within the stiputated time shall mean that there is no objection to the proposed modificatio, alteration or installation.

42. USE OF COMMON AREA AND FACILITY

An owenr shall not place or cause to be placed in the lobbies, stairways and other areas of **"Morpankh Avenue"** and facility of a similar nature both common and restricted any furniture, packages or object of any kind, such areas shall be used for no other purpose than for normal transit though them.

43. RIGHT AND LIABILITIES OF ENTERY

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

2) An owner shall permit othe owner, or their representatives whe so required to enter his/her unit for the purpose of performing installation, alteration or repairs the mechanical or electrical service, provided the requests for entry are made in advance and that such entry is at a time convenient to the owners. In case of an emergency, such right of entry shall be immediate.

3) The apartment owner shall not have any right over the slab and the upper terrace of the said **"Morpankh Avenue"** The grantor shall have right to raise the construction up to the sky on the upper terrace of said building, for which the any owner or association shall not take any objection of any nature whatsoever in any manner whatsoever on any ground whatsoever.

4) The owneship below ground floor and above the upper terrace of the building and the subsequent floor which has been constructed and may be constructed by the grantor upto sky, over the said building, shall be exclusively owned by the grantor and the apartment owner shall have no right or any interest in any manner whatsoever, on any construction made over the building. The apartment owner shall not be entitled to make any changes in respect unit and will not be entitled to construct any basement or make any other construction below or above the building. Similarly the apartment owner shall not be entitled to open any window, ventilator or any opening on any side in any wall of their units or any part of the building.

5) Tha apartment owner shall not store any inflammables or combustibles or such articles and sale or store any types of Alcohol, Beer, Intoxicated Drinks, Combustible goods or such other objectionable articles.

6) That in case the any floor or the building **"Morpankh Avenue"** collapses by any act of god ao any reason whatsoever, then the grantor only shall have a right to reconstruct the building at the cost of the Shop/apartment owner and make other construction in the existing place upto sky.

अ-र-ण-३
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Seal of the Sub-Registrar Class-2, Amravati

44. RULES OF CONDUCT

1) No Owner Shop/Flat of the **"Morpankh Avenue"** shall post any advertisement or poster 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 musice instruments, radios, televisions and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the Municipal Sanitary bye-laws or regulations.

3) It is prohabited to hang garments, rugs, etc, from windows, balconies or from any of the facades of the **"Morpankh Avenue"**.

4) It is prohabited to dust etc. from the windows or to clean rugs etc. by bearing on the exterior part of the said building.

5) It is prohabited to throw garbage or trash outside the disposal installations provided for such purpose in the service areas. If such installation is not provided, all garbage or trash shall be collected in the vessel and throw in the Municipal Dust bin.

6) No owners, resident or lessee shall install wiring for electrical or telephone installation, television antennas or wiring, machine or air conditioning unit, Internet wiring or etc. on the exterior of the **"Morpankh Avenue"** or that portrude through the walls or the proof of that building except as authorized by the Association.

7) Only the grantor have right to use the uper terrace of the said building for any purpose.

CHAPTER - VII
FUND AND THEIR INVESTMENTS

45. FUNDS

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

a) By shares;

b) By contributions and donations from the apartment owners;

c) From common profits which shall form the nucleus of the Reserve Fund;

d) By raising loans, if necessary, subjects to such terms and conditions as the associations, with the approval of the Competent Authority, may determine in his behalf.

46. INVESTMENT

The Associations 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 of the securities specified in section 20 of the Indian Trusts Act, 1882; or

c) In any co-operative bank other than those referred to in clause (a) of this by-law; 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 **"Morpankh Avenue"** is situate, the association may, after consulting

37-2-III-3
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the competent authority, become a member thereof, and pay the sums from time to time payable to such Federation under the rules thereof.

48. ACCOUNTS

1) A banking account shall be opened by the association in to 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 payment above Rs. 1000 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 apartments.

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

a) The profit and loss account;

b) The receipts and expenditure of the previous financial years; and

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

4) The audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof, shall be submitted to the competent authority not later than 15 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 shall state up to what date profits and expenses of common areas are included.

49. PUBLICATION OF ACCOUNTS AND REPORTS

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

50. APPOINTMENT OF AUDITOR

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

51. POWER OF AUDITOR

The Auditor shall be entitled to call for and examine any paper or documents belonging to the Association relating to the common areas

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Registrar Class-2, Amravati

and facilities (including limited common areas and facilities) and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER - VIII
MORTGAGEES

52. NOTICE TO ASSOCIATION

An owner, who mortgages his units, shall notify the association through the manager if any, or the President of the Board in the event there is no Manager, the name and address of his mortgagee; 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 a 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 and Real Eastate (Regulation and Development) Act, 2016. 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 in the custody of the Secretary, and shall be used only under the authority of a resolution of the Board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the Secretary or any other person authorized by the Association in that behalf.

CHAPTER - X
AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56. AMENDMENT OF BY-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 per cent, of the total value of all units in the **"Morpankh Avenue"** as shown in the Declaration.

IN WITNESSETH WHEREOF THE GRANTOR ABOVE NAMED HAS HERETO SET HIS HAND AND SIGNED THIS DATE OF DECLARATION AT AMRAVATI ON .8..th. DAY OF FEBRUARY 2023.

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Registrar Class-2 Amravati

M/s NIRAJ REALTY, through **it's Partners Mr. Janrao Jairamji Mandwe, Mrs. Sunanda Janrao Mandwe, Mr. Satish Janrao Mandwe and Mr. Niraj Janrao Mandwe, Through its Power of Attorney Holder Mr. Satish Janrao Mandwe**

	Signature	Thumb
		
		
		

-:WITNESSESS :-

1) RBhagat

2) S.S.mandye

दस्त गोषवारा भाग-2

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दस्त क्रमांक :अरन3/862/2023
दस्ताचा प्रकार :-प्रतिज्ञापत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:. . मे निरज रियलटी तर्फे पार्टनर 1 जानराव जयरामजी मांडवे पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: मोनल कॉलनी अमरावती , महाराष्ट्र, अमरावती. पिन नंबर:	लिहून देणार वय :-62 स्वाक्षरी:-		
2	नाव:. . मे निरज रियलटी तर्फे पार्टनर 2 श्री सुमंदा जानराव मांडवे पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: मोनल कॉलनी अमरावती , महाराष्ट्र, अमरावती. पिन नंबर:	लिहून देणार वय :-60 स्वाक्षरी:-		
3	नाव:. . मे निरज रियलटी तर्फे पार्टनर 3 सतिश जानराव मांडवे पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: मोनल कॉलनी अमरावती , महाराष्ट्र, अमरावती. पिन नंबर:	लिहून देणार वय :-38 स्वाक्षरी:-		
4	नाव:. . मे निरज रियलटी तर्फे पार्टनर 4 निरज जानराव मांडवे तर्फे ज.मु.नतीश जानराव मांडवे पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: मोनल कॉलनी अमरावती , महाराष्ट्र, अमरावती. पिन नंबर:	लिहून देणार वय :-38 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत प्रतिज्ञापत्र चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
सिस्टम वे.3 ची वेळ:06 / 02 / 2023 01 : 40 : 26 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यांना व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	अंगठ्याचा ठसा
1	नाव:. . जितेंद्र श्रीधरराव भगत वय:36 पत्ता:जुनी वस्ती वडनेरा पिन कोड:444701	स्वाक्षरी Bhagat		
2	नाव:. . शिल्पा मनीश मांडवे वय:32 पत्ता:मोनल कॉलनी अमरावती पिन कोड:444604	स्वाक्षरी S.S.mandve		

दस्तऐवज निष्पादनाचा कबुलीजबाब देणाऱ्या अनु क्र. 1, 3, 4, या पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडताळण्यात आली आहे. त्याबाबत पुढील माहिती पुढीलप्रमाणे आहे,

Sr. No.	Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)	
1	लिहून देणार . . मे निरज रियलटी तर्फे पार्टनर 1 जानराव जयरामजी मांडवे	08/02/2023 01:45:30 PM	जानराव जयरामजी मांडवे M XXXX XXXX 9783	
2	लिहून देणार . . मे निरज रियलटी तर्फे पार्टनर 3 सतिश जानराव मांडवे	08/02/2023 01:44:58 PM	मनीश जानराव मांडवे M XXXX XXXX 6913	
3	लिहून देणार . . मे निरज रियलटी तर्फे पार्टनर 4 निरज जानराव मांडवे तर्फे ज.मु.नतीश जानराव मांडवे	08/02/2023 01:44:49 PM	मनीश जानराव मांडवे M XXXX XXXX 6913	

सर्व साक्षीदारांची ओळख नमनी-आधारित - आधार प्रमाणीद्वारे पडताळण्यात आली आहे. स्वाक्षरीत ज्ञात माहिती पुरीलप्रमाणे आहे.

Sr. No.	Identifier Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)	
1	साक्षीदार . . निलेश शंकरराव भगत	08/02/2023 12:35:09 PM	निलेश शंकरराव भगत M XXXX XXXX 7933	
2	साक्षीदार . . शिल्पा सतीश मांडवे	08/02/2023 12:35:34 PM	शिल्पा सतीश मांडवे F XXXX XXXX 1855	

शिक्का क्र.4 ची वेळ:08 / 02 / 2023 12 : 35 : 39 PM

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Joint Sub Registrar Amaravati III

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MS NIRAJ REALTY THROUGH MR JANRAO JAIRAMJI MANDWE	eChallan	00040572022122931677	MH012923030202223E	100.00	SD	0007367745202223	06/02/2023
2		DHC		2912202205551	940	RF	2912202205551D	06/02/2023
3	MS NIRAJ REALTY THROUGH MR JANRAO JAIRAMJI MANDWE	eChallan		MH012923030202223E	100	RF	0007367745202223	06/02/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

862 /2023

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

प्रमाणित करण्यात येते की, या दस्तात एकूण ४७ पाने असुन अनुक्रमे ९ ते ४७ पाने आहे
९ नंबरचा गुलासे ८६२ नंबरने नोंदला
दिनांक ८ माहे २ सन २०२३

(ज्ञानेश्वर मांडवे)
सह.दुय्यम निबंधक वर्ग- २
अमरावती शहर- ३