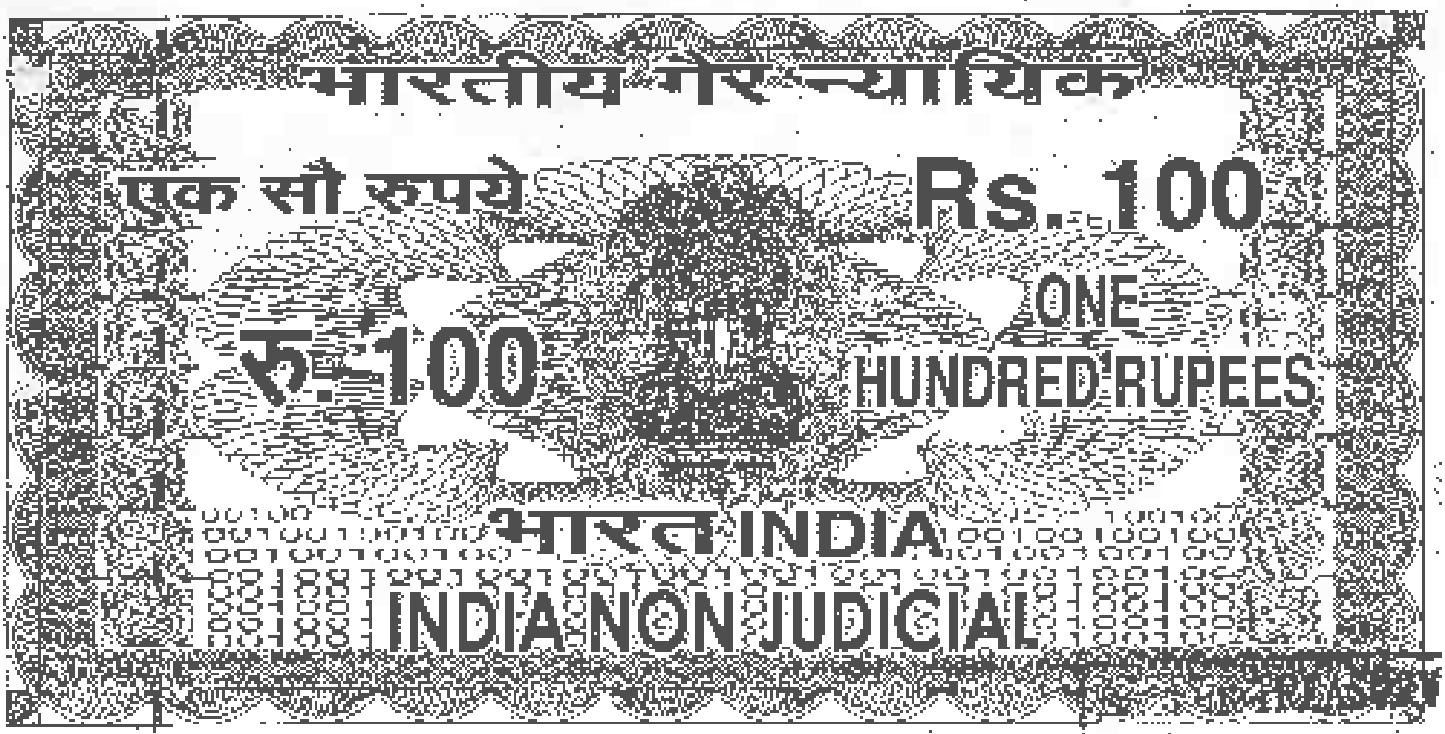


महाराष्ट्र MAHARASHTRA ◑ 2019 ◑ VC 555558

DEED OF DECLARATION

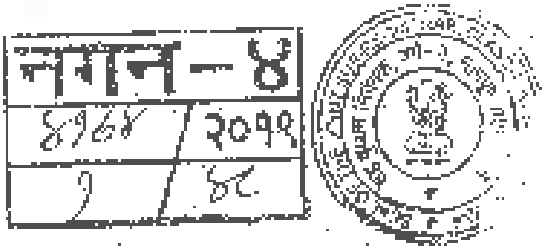
IN

FORM 'A'

IN THE CITY OF NAGPUR Tahsil and District - NAGPUR, WE,

(1) **SHRI. RAJENDRA S/o CHANDRAKANT KULKARNI**, Aged about 55 Years, Occupation - Business, (Income Tax Permanent Account No. AGPPK9383Q & Aadhar Unique Identity No. 7094 8971 7703); AND

(2) **MRS. RAGINEE W/o RAJENDRA KULKARNI**, Aged about 51 Years, Occupation - Housewife, Aadhar Unique Identity No. 2740 8365 9003), the aforesaid Nos. 1 & 2 both Residents of Plot No. 37 Vidya Vihar Colony, Pratapnagar Nagpur-440 022, Tahsil and District - NAGPUR (Maharashtra State), both acting through their duly Constituted Attorney **M/s. MAHARSHEE BUILDERS**, A Partnership Firm, having its Registered Office at "Shivpad Apartments", 262, West High Court Road, Dase Nagar, Nagpur-440010, (Income Tax Permanent Account No. AABFM3441L) and acting through its Authorised Partner **SHRI. AVINASH S/o MANOHARRAO TARPE**, Aged about 52



Years, Occupation – Business, (Income Tax Permanent Account No. AAFPT8444A & Aadhar Unique Identity No. 2942 7634 5508), Resident of Plot No. 151, Shankar Nagar Nagpur - 440 010, Tahsil and District – NAGPUR (Maharashtra State), hereinafter both jointly referred to as the **GRANTORS**, who are fully empowered and qualified to execute this DEED do hereby state.

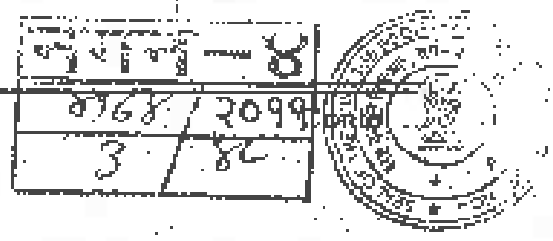
FIRST : THAT the GRANTORS own the following land situated in Shubhangi Society's Layout, Manish Nagar, Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District – NAGPUR, which is fully described as follows :-

THAT, ALL THAT Piece and parcel of land bearing Plot No. **3** (THREE) out of the layout of the SHUBHANGI GRUHA NIRMAN SAHAKARI SANSTHA MARYADIT, NAGPUR, area containing by admeasurement of 544.479 Sq. Mtrs. (OR 5860.77 Sq. Ft.), being a portion of the entire land bearing Kh. No. 88 of Mouza – SOMALWADA, P.S.K. 44, including all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 579/1 and Sheet No. 71/7 of Mouza – Somalwada, situated in Shubhangi Society's Layout, New Manish Nagar, Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District – NAGPUR. Originally belonged to Shubhangi Gruha Nirman Sahakari Sanstha Maryadit, Nagpur, a Society duly registered under the Maharashtra Co-operative Societies Act, 1960 (Act No. XXIV of 1961) bearing Registration No. 131/84 having its Registered Office at Nagpur.

THAT, the aforesaid Shubhangi Gruha Nirman Sahakari Sanstha Maryadit, Nagpur lateron transferred/sold the aforesaid Plot No. 3 out of its layout of Kh. No. 88 of Mouza – Somalwada, situated at New Manish Nagar, Nagpur in Tahsil and District - Nagpur by way of sale to one of its Share Holder Member namely Mrs. Anjali W/o Arvind Ghate, by a Sale Deed Dated 04-05-1987, which is duly registered at the Office of the Sub-Registrar, Nagpur-1 in Addl. Book No. 1, Volume No. 915 on Pages 154 and 155 at Sr. No. 2694 on even date.

THAT the aforesaid Plot No. 3 (Three) is covered under the scheme of 672 layouts of the Nagpur Improvement Trust, Nagpur.

THAT, for Regularisation and Development of the said Plot No. 3 (Three) from the Nagpur Improvement Trust, Nagpur under the Provisions of Maharashtra Gunthewari Developments (Regularisation, Upgradation and Control) Act, 2001, the said Mrs. Anjali Arvind Ghate had applied to the Nagpur Improvement Trust, Nagpur for the same. She also paid/deposited the Development Charges for Regularisation and Development of the said Plot of land in the Office of the Nagpur Improvement Trust, Nagpur as demanded by it.



THAT, consideration the application of the then Owner Mrs. Anjali Arvind Ghate and also on receipt of the Development charges as demanded by it from her the Nagpur Improvement Trust, Nagpur lateron regularised the said Plot No. 3 (THREE) and accordingly a Regularisation Letter to that effect is also issued by the Building Engineer (WEST), 572 Layouts Nagpur Improvement Trust Nagpur vide his Permit No. BP(W)/572/366/29/5197 of 2003 dated 28-01-2004 in favour of Mrs. Anjali Arvind Ghate. As per the said Regularisation Letter Dated 28-01-2004 the area of the said Plot No. 3 (Three) is shown and declared as 583.71 Sq. Mtrs. Thus the area of the said Plot No. 3 (Three) is at present 583.71 Sq. Mtrs. (OR 6287.77 Sq. Ft.) and as per new measurement the Plot is 544.478 Sq. Mtrs. (OR 5860.77 Sq. Ft.) by NIT Letter No. SE (W)/572/(U.I.)/366/29/5197 dt. 28.01.2004.

THAT, the aforesaid Mrs. Anjali Arvind Ghate lateron transferred/sold the said Plot No. 3 (Three) out of its layout of Kh. No. 89 of Mouza – Someiwada, situated at New Manish Nagar, Nagpur in Tahsil and District - Nagpur by way of sale to (i) Rajendra Chandrakant Kulkarni and (ii) Mrs. Ragince Rajendra Kulkarni, the Grantors abovenamed jointly by a Sale Deed Dated 08-10-2007, which is duly registered at the Office of the Sub Registrar, Nagpur-2 in Book No. 1 at Sr. No. 5736/2007 on even date. As a result therefore the Grantors hereinabovenamed have now become the Joint/Co-Owners of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records and also in the Property Card of City Survey, Nagpur on 26-09-2013.

THAT, the Grantors lateron jointly decided in develop the said Plot No. 3 (Three) into a Residential Estate by constructing a Multistoreyed Building thereon consisting of various self conts ned separate Apartments therein.

THAT, accordingly by an Agreement for Development Dated 10/6/19 they have jointly entrusted the entire work of Development of the said property comprising Plot No. 3 (Three), situated in Shubhangi Society's Layout, New Manish Nagar, Nagpur in Tahsil and District - NAGPUR to M/s. Maharshee Builders, a Partnership Firm, having its Office at 252, Balaji Nagar, West High Court, Nagpur-10 upon the several terms and conditions contained therein and the said Agreement is duly registered at the Office of the Joint Sub Registrar Nagpur City No. 4 in Book No. 1 at Sr. No. 4171 on even date on payment of requisite Stamp Duty and Registration Fees payable thereon.

THAT, in pursuance of the aforesaid Agreement, the said M/s. Maharshee Builders has accordingly prepared the Plan of the Multistoreyed Building proposed to be constructed on the said Plot No. 3 (Three) and to be known and styled as "AGASTI APARTMENT" and the same is duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur vide its Building Permit No. B.E. (WEST)/Case No. AB-W-SO-57878/Tracking No. 2019030556/2082/568 Dated 14.05.2019.

8163/2019

Contd. . . .

The aforesaid property is bounded as under :

ON THE EAST	-	BY 9.00 Mtr. Road.
ON THE WEST	-	BY 6.00 Mtr. Road.
ON THE NORTH	-	BY SURVEY NO. 58.
ON THE SOUTH.	-	BY 7.62 Mtr. Road.

THAT the Grantors have submitted the said Plot No. 3 (Three) containing by admeasurement 644.478 Sq. Mtrs. to the provisions of The Maharashtra Apartment Ownership Act, 1970.

SECOND : THAT the Grantors have started the construction of a Multistoreyed building through M/s. Maharshee Builders on the said Plot of land described above, to be known and styled as "AGASTI APARTMENT" according to the Plan attached hereto as EXHIBIT A which is duly sanctioned by the Nagpur Improvement Trust, Nagpur vide its Building Permit No. B.E (WEST)/Case No. AB-W-SO-57878/Tracking No. 2019030068A/2092/688 Dated 14.05.2019 and which is made a part hereof. The aforesaid property bears Corporation House No. 3531/3, City Survey No. 575/1 and Sheet No. 717 of Mouza – Somalwada.

The Postal Address of the Building is as Follows :-

"AGASTI APARTMENT"
PLOT NO. 3 (THREE),
SHUBHANGI SOCIETY'S LAYOUT
NEW MANISH NAGAR, SOMALWADA,
NAGPUR – 440 015 (M.S.)

THIRD : THAT the said Multistoreyed building to be known and styled as "AGASTI" consists of the Ground Floor and Four Upper Floors. The entire Ground Floor is meant for covered Parking Area. There are 3 (Three) Apartments on the FIRST FLOOR. There are 3 (Three) Apartments on the SECOND FLOOR. There are 3 (Three) Apartments on the THIRD FLOOR. There are 3 (Three) Apartments on the FOURTH FLOOR. Thus there are in all 12 (Twelve) independent and self contained seperate Apartments in the said Building. All these Apartments shall be strictly used and utilised for Residential Purposes Only. The Upper Floors are capable of individual utilization on account of having their common exit to common/restricted area and facilities of the Building and the Apartments will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto and each Apartment constituting a heritable and transferable immoveable property within the meaning of any law for the time being in force in the State (hereinafter referred to as Family Unit) and also an Undivided Interest in the General Common/Restricted Areas and Facilities of the Building as listed hereinafter

In this Deed necessary for their adequate use and beneficial enjoyment and hereinafter referred to as General Common/Restricted Areas and Facilities all of the above in accordance with The Maharashtra Apartment Ownership Act, 1970.

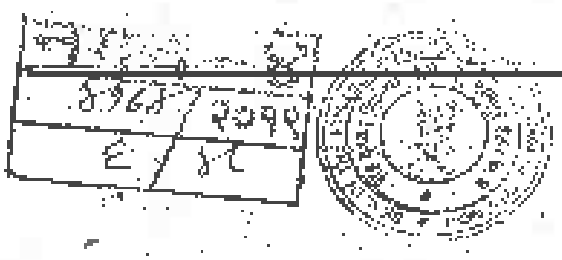
FOURTH ; THAT the said Multistoried Building has a total Plinth Area of 215.774 Sq. Mtrs. (Including Staircase). The total Built-up area of all the Floors (Excluding Balconies) is 707.820 Sq. Mtrs. and an open land of 326.705 Sq. Mtrs which constitutes the General Common Areas and Facilities.

FIFTH : THAT this Condominium shall be known and styled as "AGASTI APARTMENT" and the family Units and the Common / Restricted Areas and Facilities of the Building are as follows :-

(1) **FAMILY UNITS ON GROUND, FIRST, SECOND, THIRD & FOURTH FLOORS BEARING NOS. 101, 102, 103 ON FIRST FLOOR, BEARING NOS. 201, 202, 203 ON SECOND FLOOR, BEARING NO. 301, 302, 303 ON THIRD FLOOR & BEARING NOS. 401, 402, 403 ON FOURTH FLOOR;**

The entire Ground Floor is meant for covered Parking Area. There are 3 (Three) Apartments on the FIRST FLOOR. There are 3 (Three) Apartments on the SECOND FLOOR. There are 3 (Three) Apartments on the THIRD FLOOR. There are 3 (Three) Apartments on the FOURTH FLOOR. Thus there are in all 12 (Twelve) independent and self contained separate Apartments in the said Building. All these Apartments shall be strictly used and utilised for Residential Purposes Only. The Family Units (Apartments) on First Floor are numbered as 101, 102 & 103. The Family Units (Apartments) on Second Floor are numbered as 201, 202 & 203. The Family Units (Apartment) on Third Floor are numbered as 301, 302 & 303. The Family Units (Apartments) on Fourth Floor are numbered as 401, 402 & 403. The Apartments are described hereinbelow. The measures of a family unit include all the outside walls and ½ (One-Half) of the Block Partition Walls. Each Family Unit is a rectangular shaped Apartment. The Units on Ground/First Floor have an access to the Common/Restricted area land and the main door of the family units on the upper floors have an access to the Corridor of the respective floor.

THAT, the details of Apartments, It Floors, Carpet Areas, Built-up Areas, Balcony Area, Common Area, Parking Area, Open Terrace Area, Super Built-up areas and Undivided share in Land are specifically described and shown in the following chart.



Contd..

APARTMENT NO.	FLOOR	CARPET AREA IN SQ. MTRS.	ENCLOSED BALCONY AREA IN SQ.MTRS.	OPEN BALCONY AREA IN SQ. MTRS.	TERRACE AREA IN SQ. MTRS.	UNDIVIDED SHARE IN LAND (%)
101	First	52.455	4.459	3.120	___	6.316
102	First	52.590	4.469	3.121	___	6.316
103	First	53.096	3.315	7.999	___	6.366
201	Second	52.455	4.459	8.051	7.905	6.316
202	Second	52.590	4.469	3.121	8.161	6.316
203	Second	53.096	3.315	3.075	10.486	6.366
301	Third	52.455	4.459	8.051	8.004	6.316
302	Third	52.590	4.469	3.121	8.902	6.316
303	Third	53.096	3.315	3.078	8.631	6.366
401	Fourth	52.455	4.469	8.051	7.905	6.316
402	Fourth	52.590	4.469	3.121	8.161	6.316
403	Fourth	53.096	3.315	3.078	10.486	6.366

(2) **COMMON AREAS AND FACILITIES :**

a) Covered and uncovered Parking Facility is provided on available open land to the said Building on Ground Floor.

b) Common passage leading to the Stair Ways.

c) Compound wall on all 4 (FOUR) sides. 3 (Three) Grill Gate(s) is/are provided to the said Building for ingress and egress of Apartment Owners.

d) The following facilities located throughout the building.

i) 1 (ONE) Staircase is provided to the said Building.

ii) 1 (ONE) Bore Well is provided to the said Building.

iii) A Sump with Electric Motor and Pump.

iv) Plumbing net work, throughout the building.

v) Electric wiring network throughout the building.

vi) Necessary light and public water connections.

vii) 1 (ONE) Overhead Water Tank having two compartment one (1) NMC Water and Second for Well Water.

viii) 1 (ONE) Lift having capacity of 5 Passengers with Back-up Arrangement.

ix) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plan which forms a part of this Deed as Exhibit-A hereof.

x) AND in general all apparatus and installations existing for common use.

SIXTH : (A) THAT the right, title and interest of each Owner of a Family Unit in the General Common/Restricted Areas and Facilities listed under letters (a) to (d) of Sub-paragraph (2) of Para FIFTH and their proportionate shares in the profits and common expenses in the said General Common/Restricted areas and facilities for voting purposes in the meeting of the Association of Apartment Owners of "AGASTI APARTMENT".

(B) THAT the proportionate representations for voting purposes as provided in (A) hereof may be limited in accordance with the provisions of Bye-laws attached hereto as EXHIBIT-B.

(C) Apartment(s) and the percentage of undivided interest in the Common / Restricted areas and facilities appertaining to the Apartments are not encumbered in any manner whatsoever on the date of this Declaration.

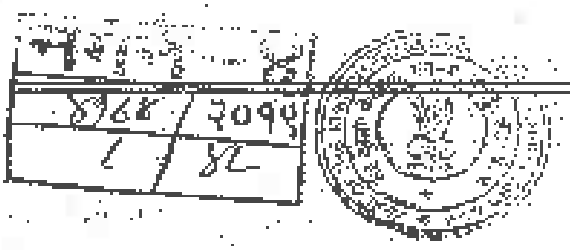
SEVENTH : THAT the administration of the "AGASTI APARTMENT" consisting as aforesaid of the Building and parcel of the land described in paragraphs FIRST and FIFTH of this Deed shall be in accordance with the provisions of this Deed and with the provisions of the Bye-laws which are made part of this Deed and are attached hereto as the Exhibit-B.

EIGHTH: THAT as appears above a Plan of Apartment Ownership is hereby constituted under and subject to the provisions of The Maharastra Apartment Ownership Act, 1970 so that the Family Units on Ground and Upper Floors are conveyed or may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to a common/restricted areas and facilities of the building, such family unit owner having an exclusive and particular title and interest over his respective family unit and in addition, the specific undivided interest in the Common/Restricted areas and facilities.

NINTH: THAT, for the purposes of Stamp Duty and Registration Fees to be imposed on the Registration of this DEED in the Registers of Declaration and Deeds of Apartment Under Section 12(5), the value of "AGASTI APARTMENT" is distributed as follows :-

(A) Price of land described in paragraph FIRST hereof is valued at Rs. 1,50,00,000/- (Rupees One Crore Fifty Lac) Only.

(B) The cost of the aforesaid Multistoreyed building shall be evaluated after completion of the said Building.



Contd. ...

TENTH: THAT so long as the Grantors own one or more of the Family Units, the Grantors shall be subject to the provision of this Deed and of the Exhibit -A and B attached hereto, and the Grantors covenants to take no action which will adversely affect the rights of the Association of Apartment owners with respect to assurance against latent defects in the building or other rights assigned to the Association by reason of the establishment of "AGASTI APARTMENT".

ELEVENTH: THAT the General common/restricted Areas and Facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

TWELFTH: . THAT the percentage of the Undivided interest in the General common/ restricted Areas and Facilities established herein shall not be changed except with the unanimous consent of all the Apartment owners expressed in amendment to this Deed duly registered.

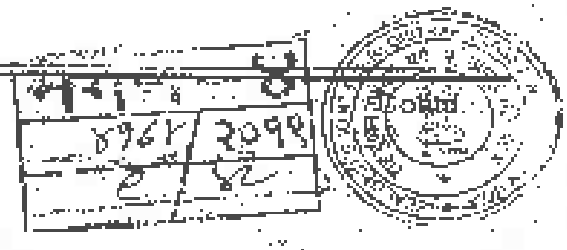
THIRTEENTH: THAT the Undivided interest in the general Common/restricted Areas and Facilities shall not be separated from the Family Unit to which it appertains, and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

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

FIFTEENTH: THAT the dedication of the property to the Plan of Apartment Ownership herein shall not be revoked or the property removed from the plan of Apartment Ownership or any of the provisions herein amended unless all of the apartment owners and the mortgagee of all the mortgagee covering the units unanimously agree to such revocation or amendment or removal of the property from the Plan by duly registered document/ instrument.

SIXTEENTH: THAT No Apartment Owner of a family unit may exempt herself/himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the General Common/Restricted Areas and Facilities or by the abandonment of his family unit.

SEVENTEENTH: THAT 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) charges, if any on the family unit for payment of Government or Municipal Taxes or both and (2) all sum unpaid on a first mortgage of the apartment.

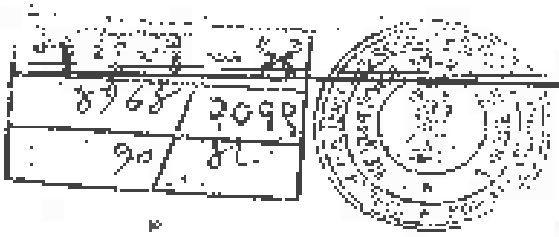


EIGHTEENTH: THAT all present or future owners, tenants, future tenants, or any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the family units of the building or the mere act of occupancy of any of the said units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this Deed are accepted and satisfied. 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 (1) Rental compensation or compensations for any period less than Thirty days, (2) 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 foregoing obligations. the Apartment Owners of the respective family units shall have the absolute right to lease such unit or give it on leave and license or care-taker basis provided that the said leases or leave and license or care-taker basis, in this Declaration and further subject to the bye-laws in EXHIBIT - B attached hereto

NINETEENTH : 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

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

TWENTY FIRST: THAT in a voluntary conveyance of a family unit the Grantee of the Unit shall be jointly and severally liable with the Grantors for all unpaid assessments by the Association of Apartment Owners against the latter for his share of the common expenses upto the time of the grant or conveyance without prejudice to the grantee's right to recover from the Grantors the amounts paid by the grantee thereof. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the Association, as the case may be, setting forth the amount of the unpaid assessments against the Grantors due to the Association and such grantee shall not be liable for, nor shall he family unit conveyed by subject to a charge for, any unpaid assessments made by the Association of Apartment Owners against the Grantors in excess of the amount thereon, set forth.



Contd. ...

TWENTY SECOND: THAT the Manager or Board of Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagee holding first mortgagee covering family units but without prejudice to the right of the owners of a family unit to obtain individual family unit insurance.

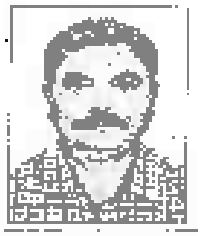
TWENTY THIRD : THAT the insurance premium for any blanket insurance coverage shall be a common expenses to be paid by monthly assessments levied by the Association of Apartment owners, and that such payment shall be held in separate account of the Association and used solely for the payment of the blanket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

IN WITNESS WHEREOF the GRANTORS herein above named its here to set hands and signed this DEED OF DECLARATION of NAGPUR on this 03 rd Day of June, 2019 in the presence of attesting witnesses signing as such.

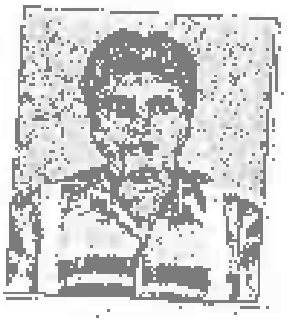
Drafted by A.M Tarpe

FOR "AGASTI APARTMENT ASSOCIATION"

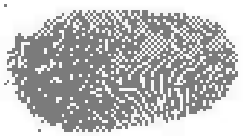
(AVINASH MANOHARRAO TARPE)
As Authorised Partner of M/s. Maharshee
Builders and also as a duly Constituted Attorney
for the Grantors abovenamed
GRANTORS









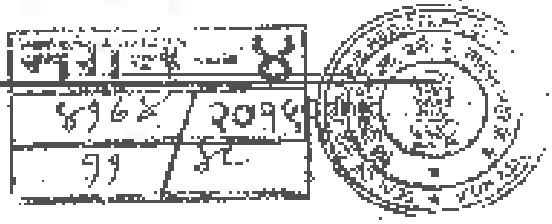


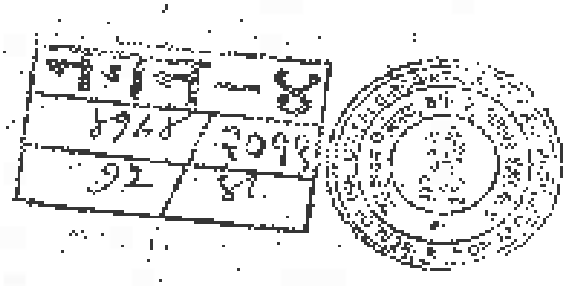


WITNESSES :

1 _____
(Sanjay Todhekar)

2 _____
(Dinesh Khante)





"EXHIBIT – B"

BYE-LAWS OF THE " AGASTI APARTMENT CONDOMINIUM"

CHAPTER – I

1. SHORT TITLE AND APPLICATION ;

(i) These Bye-laws may be called the Bye-laws of "AGASTI APARTMENT CONDOMINIUM".

(ii) The provisions of these Bye laws apply to the "AGASTI APARTMENT CONDOMINIUM".

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 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. DEFINATIONS ;

(1) In these Bye-laws, unless the context requires otherwise :-

(a) "ACT" means The Maharashtra Apartment Ownership Act, 1970.

(b) "ASSOCIATION" means the Association of all the Apartment owners constituted by such owners for the purpose of the "AGASTI APARTMENT CONDOMINIUM".

(c) "Board" means a Board of Managers consisting of FIVE persons all of whom shall be owners of Apartment in the "AGASTI APARTMENT CONDOMINIUM"..

(d) "BUILDING" means the Building located at ALL THAT Piece and parcel of land bearing Plot No. 3 (THREE) out of the layout of SHUBHANGI GRUHA NIRMAN SAHAKARI SANSTHA MARYADIT, NAGPUR, containing by admeasurement 544.479 Sq. Mtrs. (OR 5860.77 Sq. Ft.), being a portion of the entire land bearing Kh. No. 88 of Mouza – SOMALWADA, P.S.K. 44, bearing Corporation House No. _____, City Survey No. 6791 and Sheet No. 717 of Mouza – Somalwada, situated in Shubhangi Society's Layout, New Manish Nagar, Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Taluka and District – NAGPUR.

(e) "DECLARATION" means the Declaration which the sole owner of the Building or all the Owners of the building have executed and registered as provided in Section 2.

(f) "MAJORITY OF OWNERS" means those owners holding 51 percent of the votes in accordance with the percentage assigned in the Declaration

(g) "OWNERS" OR "APARTMENT OWNERS" means the person owning an Apartment in the "AGASTI APARTMENT CONDOMINIUM".

(i) "SECTION" means a Section of the Act.

(j) "UNIT" means a Family Unit in the 'AGASTI APARTMENT CONDOMINIUM'.

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

(2) WORDS AND EXPRESSIONS USED in these Bye-laws but not defined therein shall have the meaning respectively assigned to them in the Act.

(3) APARTMENT OWNERSHIP :

ALL THAT Piece and parcel of land bearing Plot No. 3 (THREE) out of the layout of SHUBHANGI GRUHA NIRMAN SAHAKARI SANSTHA MARYADIT, NAGPUR, containing by admeasurement 544.478 Sq. Mtrs. (OR 5860.77 Sq. Ft.), being a portion of the entire land bearing Kh. No. 88 of Mouza – SOMALWADA, P.S.K. 44, bearing Corporation House No. 3531/3, City Survey No. 979/1 and Sheet No. 71T of Mouza – Somalwada, situated in Shubhangi Society's Layout, New Manish Nagar, Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District – NAGPUR.

(4) OBJECTS OF ASSOCIATION :

The objects of the Association shall be :-

(a) To be and to act as the Association of Apartment Owners of the building called "AGASTI APARTMENT CONDOMINIUM" situate at ALL THAT Piece and parcel of land bearing Plot No. 3 (THREE) out of the layout of SHUBHANGI GRUHA NIRMAN SAHAKARI SANSTHA MARYADIT, NAGPUR, containing by admeasurement 544.478 Sq. Mtrs. (OR 5860.77 Sq. Ft.), being a portion of the entire land bearing Kh. No. 88 of Mouza – SOMALWADA, P.S.K. 44, bearing Corporation House No. 3531/3, City Survey No. 979/1 and Sheet No. 71T of Mouza – Somalwada, situated in Shubhangi Society's Layout, New Manish Nagar, Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District – NAGPUR, (hereinafter called "the said building") who have filed their Respective Declarations submitting their Apartments to the provisions of the Act.

(b) To invest or deposit moneys.

(c) To provide for the maintenance, repair 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 purpose and to distribute the common profits left after deducting the common expenses amongst the Apartment owners as common profits or accumulate the same for building up a Reserve Fund.

Conto

(e) To provide for and do all and any of the matters provided in Sub-Section (2) of Section 16.

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

(g) To establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and recreative activities for the benefits 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 benefits of the employees of the Association.

(i) To do all things necessary or/and otherwise provide for their welfare expedient for the attainment of the objects specified in these Bye-laws

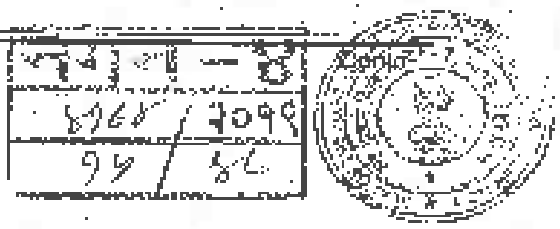
(2) The Association shall not act beyond the scope of its objects without duly amending the provisions of these Bye-laws for the purpose.

5. **MEMBERS OF ASSOCIATION :**

(1) All persons who have purchased Apartment in the "AGASTI APARTMENT CONDOMINIUM" and executed respective Declaration under Section 6, submitted their Apartment to the provisions of the Act shall automatically be the members of the Association and shall pay the sum of one rupee as entrance fee and may purchase at least one share of the face value of Rs. 100/- (Rupees One Hundred) Only. Each Apartment owner shall receive a copy of the Bye laws on payment of Rs. 50/- (Rupees Fifty) Only.

(2) Upon any Apartment owner selling his Apartment or absolutely conveying the same by way of Gift, under his WILL or otherwise, the Purchaser or donee shall automatically become a member of the Association and shall be admitted as member on payment of the entrance fee of one rupee. The shares held by an Apartment owner shall be transferred to the name of such Purchaser or donee on payment of one rupee to the Association.

(3) On the death of an Apartment Owner, his/her Apartment shall be transferred to the person or persons to whom he/she bequeathed 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 Apartment Owners maintained by the Secretary for the purpose of administration of the "AGASTI APARTMENT CONDOMINIUM" as Apartment Owner or jointly Apartment owners where any legatee is minor, the Apartment owner shall be entitled to appoint as guardian for such minor.



6. JOINT APARTMENT OWNERS :

Where an Apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the Apartment and the shares of the Association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.

7. HOLDING OF ONE SHARE COMPULSORY :

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

8. DISQUALIFICATION :

No 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 of any sum due from him in respect of his contribution for common expenses, for more than sixty days on the last day of the year preceding the year in which the election to the Board would take place.

CHAPTER – II
VOTING, QUORUM AND PROXIES

9. VOTING :

Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the Family unto 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 :

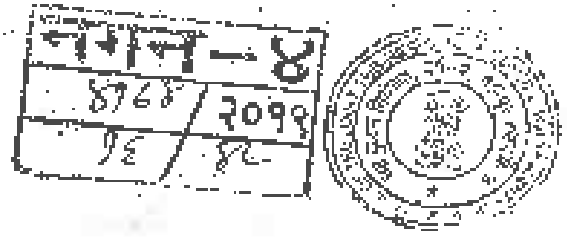
Votes shall be cast in person.

CHAPTER – III
ADMINISTRATION

12. POWER AND DUTIES OF ASSOCIATION :

The Association will have the responsibility of administering the "AGASTI APARTMENT CONDOMINIUM", approving the Annual Budget, Establishing and

Contd ...



collecting monthly assessments and arranging for the Management of the Condominium in an efficient manner except as the Condominium in an efficient manner except as otherwise provided, resolutions of the Association shall require approval by a majority of owners casting votes in person.

13. **PLACE OF MEETING :**

Meeting 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 31st DECEMBER 2010 and thereafter, the annual meeting of the Association shall be held latest by the last week of DECEMBER of each succeeding year. At such meetings there shall be elected by ballot of the Apartment Owners, a Board in accordance with the requirements of By-laws No. 22. The owners may also transact such other business of the Association as may properly come before them.

15. **SPECIAL MEETINGS :**

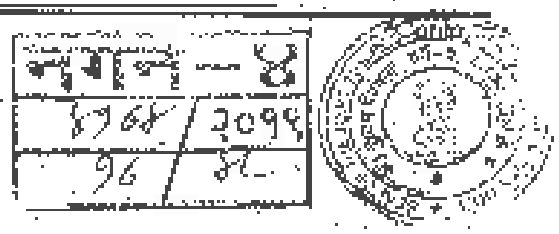
It shall be the duty of the President to call a Special Meeting of the Apartment owners as directed by a Resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Housing Commissioner, or as the case may be, the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

16. **NOTICE OF MEETINGS :**

It shall be the duty of the Secretary to mail or send the 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 owners at least 3 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this By-laws shall be considered notice served. Notices of all meeting shall be mailed or sent to the Housing Commissioner or as the case may be

17. **ADJOURNED MEETINGS :**

If any meeting of Owners cannot be organized because a quorum has not attended the owners who are present, may adjourn the meeting to a time not less than Forty-Eight hours from the time the original meeting was called. If as 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) Reports of Officers
(e) Reports 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
(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.

20. **POWER AND DUTIES OF BOARD :**

The Board shall have the powers and duties necessary for the administration for the affairs 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.

21. **OTHER DUTIES :**

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

(a) Care, upkeep and surveillance of the "AGASTI APARTMENT CONDOMINIUM" and the Common areas and facilities and the restricted common areas and facilities.

(b) Collection of monthly assessment from the Owners.

(c) Designation, employment remuneration and dismissal of personnel necessary for the maintenance and operation of the above "AGASTI APARTMENT CONDOMINIUM" and the common areas and facilities and the restricted common areas and facilities.

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22. **MANAGER :**

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

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 Managers shall hold office until their successors have been elected and hold the first meeting.

24. **VACANCIES :**

Vacancies in the Board caused by any reason other than removal of a Manager by a vote of the Association shall be filled by vote of majority of the remaining Managers even through 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 and/or special meeting duly called any one or more of the Managers may be removed with or without cause by a majority of the Apartment owners and a successor may then and there 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. **ORGANISATION MEETING :**

The First meeting of the 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 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 Manapere personally or by main or telegraph, at least three days prior to the day named for such meeting.

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) as purpose of the meeting. Special meeting 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 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. 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.

31. FIDELITY BONDS :

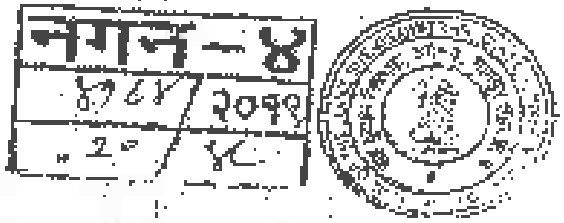
The Board may require that all officers and employees of the Association handling responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

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 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

Contd.



hundred owners or less, the Office or Treasurer and Secretary may be filled by the same person).

33. **ELECTION OF OFFICERS :**

The Officers of the Association shall be elected annually by the Board 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 any special meeting of the Board called for such purpose.

35. **PRESIDENT :**

The President shall be the Chief Executive Officer of the Association. He shall preside at all the meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association including but not limited to, the power to appoint committees from among 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 the Board.

37. **SECRETARY :**

The Secretary shall keep the minutes of all the 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.

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 be responsible for the

deposit of all the moneys and other valuable effects 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 "AGASTI APARTMENT CONDOMINIUM" which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earth quake or other hazard or calamity. The Assessments shall be made pro-rata according to the proportionate share in land held, as stipulated in Declaration. Such assessment shall include monthly payment to a general operating reserve and reserve fund for replacement.

40. MAINTENANCE AND REPAIRS :

(1) Every owner must perform promptly, all maintenance and repairs work within his own unit which if omitted would affect the "AGASTI APARTMENT CONDOMINIUM" in entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may occasion.

(2) All the repairs of internal external installations of the units such as water, light power, sewage, sanitary installations, doors, windows, lamps and all other appurtenances belonging to the unit area shall be at the expenses 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 fau...

41. USE OF FAMILY UNITS – INTERNAL CHANGES :

(1) All Apartments shall be strictly utilised for RESIDENTIAL PURPOSES 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 THIRTY days and failure to do so within the stipulated time shall mean that there is NO OBJECTION to the proposed modification, alteration or installation.

42. USE OF COMMON AREAS AND FACILITIES :

An owner shall not place or cause to be placed in the lobbies, stairways and other areas of "AGASTI APARTMENT CONDOMINIUM" and facilities of a similar nature

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both common and restricted any furniture, packages or objects of any kind, such areas shall be used for no other purpose than for normal transit through them.

43. **RIGHT OF ENTRY :**

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

(2) An Owner shall permit other owners or their 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 or electrical services provided that request for entry are made in advance and that such entry is at a time convenient to the other. In case of an emergency such right of entry shall be immediate.

44. **RULES OF CONDUCT :**

(1) No resident of "AGASTI APARTMENT CONDOMINIUM" shall post any advertisement or posters of any kind in or on the building except as authorised by the Association.

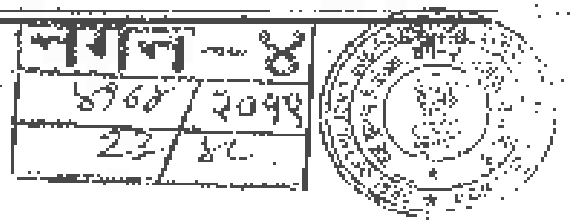
(2) Resident shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the Municipal Sanitary Bye-laws or regulations.

(3) It is prohibited to hang garments, rugs etc. from the windows, balconies or from any of the facades of the "AGASTI APARTMENT 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 purpose in the service areas. If such installation is not provided all garbage or trash shall be collected in vessel and thrown in the Municipal Dust Bin.

(6) No owner resident or lessee shall install wiring for electrical or telephone installations, television antennae machine or air conditioning units etc. on the exterior of the "AGASTI APARTMENT CONDOMINIUM" or that protrude through the walls or the roof of that Condominium, except as authorised by the Association.



CHAPTER – VII
FUNDS AND THEIR INVESTMENTS

46. **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 subject to such terms and conditions as the Association with the approval of the Competent Authority may determine in this behalf.

48. **INVESTMENT :**

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

a) In Central Co-operative Banks or in the State Co-operative Bank, OR

b) In any of the securities specified in Section 20 of the Indian Trust Act, 1882; OR

c) In any Co-operative Bank or Society, other than those referred to in Clause (a) of this purpose by the Association.

47. **AFFILIATION :**

Should there be any federation of Apartment owners in the locality in which the "ADASTI APARTMENT CONDOMINIUM", is situate the Association may, after consulting the Competent Authority become a member thereof and pay the sums from time to time payable to such Federation under the rules thereof.

48. **ACCOUNTS :**

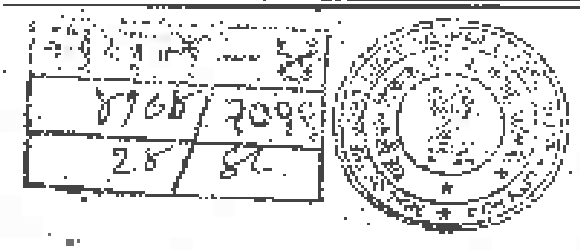
(1) A Banking Account shall be opened by the Association into which all moneys received on behalf of the Association shall be paid, provided that the Secretary may retain in his personal custody, an amount not exceeding Rs. 200/- (Rupees Two Hundred) only for petty expenses. All payment above Rs. 200/- (Rupees Two Hundred) Only 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 him share in reports or profits from common areas and contributions towards common expenses and his share of assessments and other dues, if any, in respect of his apartment.

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

(a) The Profit and Loss Account

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(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 the Association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets have been arrived at.

(4) The audited financial statement shall be opened to the inspection of any member of the Association and a copy thereof shall be submitted to the Competent Authority not later than 30th AUGUST every year.

(5) Every financial statement shall be accompanied a complete list of the Apartment owners. There shall also accompany the financial statement a similar list of loanees. The financial statement shall state upto 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(S) :

The Association shall appoint at its general meeting an Auditor who shall audit the account of the Association, to be prepared by the Board as 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 correct duly vouched and in accordance with law, or specially report to the Association in what respect he finds it unvouched, incorrect or not in accordance with law.

51. POWER OF AUDITOR :

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

CHAPTER – VIII
MORTGAGES

52. NOTICE TO ASSOCIATION :

An Owner who mortgages his 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 Mortgagee, and the Association shall maintain such information in a book entitled "MORTGAGES OF UNITS".

53. NOTICE OF UNPAID ASSESSMENTS :

The Association shall at the request of a Mortgagees of a Unit report any assessment due from the Owner of such unit.

CHAPTER – IX
COMPLIANCE

54. COMPLIANCE :

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

55. SEAL OF THE ASSOCIATION :

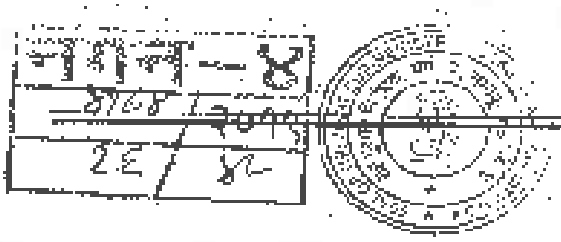
The Association shall have a common seal which shall be in the custody of Secretary and shall be used only under the authority of a resolution of the Board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the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

CHAPTER – X
AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56. AMENDMENT OF BYE LAWS :

These Bye-laws may be amended by the Association in a duly constituted Meeting for such purpose and no amendment shall take effect unless approved by the owners representing at least 75 percent of the total values of all units in the "ADAST" APARTMENT CONDOMINIUM" as shown in the DECLARATION.

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न्यायालयीन पत्रक

विभाग/कोर्ट -- सोमलवाडा | अनुक्रमांक गुन्हा क्र -- न.गु.र.क्र.-४ | पोलीस -- नागपुर

दस्तऐवजाचा क्रमांक	तपशील	पावतीवरील	शासकीय (कर्मचारी आकडेवारी...)
५७१/१	१५८५४७०.२७८ २३०४२.९९ फो.क्र. २०४	फो.क्र. १२३८ दि. २४/१०/०२ "क" [शेती]	
दुरुपयोगपत्र			
हस्तगत मुद्देमाल	शेती/कपडे		
पुरावा			
इतर			
शेरा	आरोपाले-मा.लिलाधिकारी तथा कोर्ट ऑफ वॉर्डस मिलिअर कॉम्पलेक्स सदर यांचे कडील आदेश क्र. /व्यवस्था/ वार्ड.ऑफ.वॉर्ड/लिकाई/कलम८८/आ/ १/ सोमलवाडा/नोंद २८/वा/८१०/०६ दि.२८/५/०६ अन्वये.		

दिनांक	तपशील	पुरावा क्रमांक	पक्षकार क्रमांक (नाव) फिर्यादी (१) विरुद्ध आरोपी (२)	साक्षीदार क्रमांक
१८/१२/२००२	ना. द.वि. क. नागपूर यांचे कडील क्र.मा.क्र. ८५/ अ-२ १२७१ -१६ नव सदर निकालाची प्रमाणित झालेलीमुळे पहावी आणीलेला ऐवज मिळकतीचे वेळी श्रीमती कमलाबाई पत्नी पी.जयसिंगराव भोसले यांचे स्वाधीन झालेलीमुळे नोंद	—	यू. पी. [१] श्री पतंगसिंगराव व. दाते] रघुनाथराव पोहरे] [२] श्रीमती रोणी कमलाबाई] पी.जयसिंगराव भोसले] फो.क्र. १२०९	फो.क्र. १२३८ क्र.१- २४/१०/२००२ न.गु.र.क्र.४/२००२
१८/१२/२००२	मृत्यु पत्रानुसार श्रीमती कमलाबाई व. जयसिंगराव भोसले यांचे निधनाचे १७/१२/ रोजी झाले त्यांना मृत्यु पूर्वी दि. १७/१२/१९९० रोजी कायम वैधलेख्या नुसार[मयत]श्री आपले हक्कातील मेळकत एकवत मीळकतीमुळे नोंद क्षे. ५.९५ एकर पैकी भाग		[श्रीमती सुषा राजेंद्र राव] फो. क्र. १०४४ दि. ३/१२/२	फो.क्र. क्र.१- १८/१२/२००२ न.गु.र.क्र.४/२००२
०३/१२/२००३	पोट विभाजन मो.मा.क्र. नवी -पुत्र- ९८-५६ २२८/०३मो.दि. १२/१२/०३ अन्वये न.गु.र.क्र. ५७१ चे मारवांचे हक्कांसह स्वतंत्र मोजणीत पत्रिका तयार केल्यामुळे वेळ मागी नोंदले.		पालक :- कागप.	फो.क्र. क्र.- २२/१२/०३ न.गु.र.क्र.२/२००३
२४/२/२००७	आदेशाने मा. जिल्हाधिकारी तथा कोर्ट ऑफ वार्डस मिलिंद भोसले इस्टेट नागपूर यांचे कडील दि. ३/२/०७, २७/३/०७, २/४/०७ व २४/४/०७ अन्वये आदेशाने नोंद.		[मे. श्रीमती सरस्वतीदेवी व्यंकटलाल पहाडे] [पहाडे कुपुटंब]] फो.क्र. २४७४३	फो.क्र. १०४७ क्र.- २४/०४/२००७ न.गु.र.क्र.२/२००२

कार्यालयीन विल्हेवाटीचे नोंदी — ४

8767 / 2019

24 / 12

मालमत्ता पत्रक

जिल्हा परिषद — नागपुर तालुका/पं.स./न.प./क.— न.भू.अ. क्र.-२ जिल्हा — नागपुर

दिनांक	तपशील	नोंद क्रमांक (अ) पहेदार (ब) किंमत रु. (क)	शेरा
०२/१२/२०१३	अकृषक आदेशान्वये मौजे मौजा गैरकृषी नजर आकारणी नागपूर यादी समाविष्ट तहसील क्र.एनएक्स ६२८६ ता.१ ए.के ३४/अ६-७७ दि. ४/७/७७ अन्वये मौजा क्र.४९ स्क्वेअर मी क्र.१८ क्षेत्र २७०.१११ चौ.मी अकृषक आल्याने नोंद	— शेती पेरणी क वर्ग [सूचनेनुसार दुरुस्तीकृत संख्या]	०२/१२/२०१३ १५,४५,०१२/ १५,४५,०१२/
०१/१२/२०१३	खरेदी दस्त क्र.१४४९/२०१३ दि.२९/३/१३ रजिस्टर रु.१,२५,०००/- मु.क्र.१ क्षेत्र ४०० चौ.मी.सूचनेनुसार दुरुस्तीकरण संख्या १४९ नुसार खरेदी घेतल्याने नोंद	— श्री.पितांबर नत्थुजी रेवतकर	०१/१२/२०१३ १५/०५/२०१३ १५,४५,०१२/
०१/१२/२०१३	खरेदी दस्त क्र.१४४९/२०१३ दि.२९/३/१३ रजिस्टर रु.१,२५,०००/- मु.क्र.२ क्षेत्र ५६३.७१ चौ.मी.सूचनेनुसार दुरुस्तीकरण संख्या १४९ नुसार खरेदी घेतल्याने नोंद	— श्री.जगन्नाथ रामचंद्र घाटे	०१/१२/२०१३ २४/०५/२०१३ १५,४५,०१२/
०१/१२/२०१३	खरेदी दस्त क्र.२६८४ दि.४/६/८७ अन्वये रु.२५,०००/- रजिस्टर मु.क्र.२ क्षेत्र ५६३.७१ चौ.मी.सूचनेनुसार दुरुस्तीकरण संख्या १४९ नुसार खरेदी घेतल्याने नोंद	— १.श्री.रमेश मेहकाल कुलकर्णी २.सौ.मंगला रमेश कुलकर्णी	०१/१२/२०१३ १५,४५,०१२/
०१/१२/२०१३	खरेदी दस्त क्र.५४१२ दि. ६/४/८७ अन्वये रजिस्टर ४८२०००/- रुपये मु.क्र.३ क्षेत्र ५४३.७१ चौ.मी. इंगळी पाटे रुपये पंधरा खरेदी घेतल्याने नोंद	— शेती पेरणी क वर्ग [सूचनेनुसार दुरुस्तीकरण संख्या] फे. क्र. २८३३६	०१/१२/२०१३ २४/०५/२०१३ १५,४५,०१२/
०१/१२/२०१३	अकृषक आदेशान्वये मौजा मौजा गैरकृषी नजर आकारणी नागपूर कलेक्टरसिल अकोला यांचा क्रमांक एसएनए/एन ए सी ३४/१२-१३ दि.१९/३/१३ अन्वये अ.क्र.८१ तहसील मु.क्र.४६ क्षेत्र RL प्रमाणे २१०.२८ चौ.मी अकृषक झाल्याने नोंद	— [श्री.भास्कर बाबुराव कुलकर्णी] फे.क्र.२८३३६	०१/१२/२०१३ २४/०५/२०१३ १५,४५,०१२/
०१/१२/२०१३	खरेदी दस्त क्र.३६४ (ब) दि. ६/४/८७ अन्वये रुपये १२,०००/- मध्ये मु.क्र.४६ क्षेत्र २१०.२८ चौ.मी सूचनेनुसार दुरुस्तीकरण संख्या यांचे नावे खरेदी घेतल्याने नोंद	— [श्री.भास्कर बाबुराव कुलकर्णी] फे.क्र.२८३३६	०१/१२/२०१३ २४/०५/२०१३ १५,४५,०१२/
०१/१२/२०१३	तारखाने मृत्यु पंचनामा दि. २०/४/८२ [illegible] दि २८/१/१३ अन्वये श्री पांडुरंग [illegible] ते दि. ७/८/८२ ला	— प्रती १.श्रीमती मिलेना एकनाथ पुरी जेकर २.श्री संजय भास्कर कारेकर यांनी अर्ज सादर केला आहे [illegible]	०१/१२/२०१३ २४/०५/२०१३ १५,४५,०१२/
१२/१२/२०१३	अकृषक आदेशान्वये मौजे मौजा गैरकृषी नजर आकारणी नागपूर यांचे अर्ज आदेश क्र.एसएनए/एन ए ३४/१२-१३ दि. १२/६/१३ अन्वये अ.क्र.८१ तहसील मु.क्र.४१ क्षेत्र RL प्रमाणे २२२.१८ चौ.मी अकृषक झाल्याने नोंद	—	१२/१२/२०१३ २४/०५/२०१३ १५,४५,०१२/

दस्त क्रमांक — ४
१४६१ / २०१४

शिरस्तेदार
नगर भूमापन अधिकारी क्र. १
नागपूर

PBA No. : 2001431
2001432

Nagpur Improvement Trust

APPENDIX 'D'

(Regulation No.6 & 4)

Form for Sanction of Building Permit & Commencement Certificate

Name of the Person	RAJENDRA CHANDRAKANT KULKARNI ; RAGINI RAJENDRA KULKARNI
Address of Applicant	37,VIDYA VIHAR COLONY,RANA PRATAP NAGAR,NAGPUR-440022.
Permit No. :	B.P (WEST)/ Case no. AB-W-SO/ Online Tracking No- 2019030[illegible] 258/669 Date : 14/05/19
Site of Proposed Work, Plot No. :	3
Mouza & Khasra :	Somalwada-89
Layout Name :	Bubhangi G.N.S.S.(572/336) Somalwada-89

Sir, With reference to your application number AB-W-SO/[illegible] dated 06-MAR-2019 for the grant of sanction of Commencement Certificate under section 45(1),69 of M.R. & T.P. Act 1966 to carry out development works and building permit under section 44 of M.R. & T.P. Act to erect building, Sanction is hereby given to construct in accordance with the sanctioned plan, modifying note here under specified not to contravene any of the building Regulation/Development Control Rules of Nagpur City/P.P. The Commencement Certificate / Building permit is granted subject to the following conditions.

1. The sanction once accorded through commencement certificate/building permit shall remain valid for Four years in the aggregate but shall have to be renewed every one year from the date of its issue. The application for renewal shall be made before expiry of one year if the work is not already commenced. Such renewal can be done for three consecutive terms of one year after which proposals shall have to be submitted to obtain development permission afresh. If application for renewal is made after expiry of the stipulated period during which commencement certificate is valid then the Chairman may condone the delay for submission of application for renewal by charging necessary fees. But in any case commencement certificate shall not be renewed for a period of more than four years from the date of commencement certificate / development certificate. However the condition of lease of allotment of plot for completion of construction will overrule this duration of sanction.

2. The land vacated in consequence of the enforcement of the setback rule shall form part of the public street.

3. This permission does not entitle you to develop the land which does not vest in you.

4. This building shall be used for the purpose for which the sanction is accorded and as prescribed in the prevailing Development Control Rules and Building By-laws.

5. No departure from the sanctioned plan should be made without obtaining previous sanction of the NIT. If any construction is carried out in contravention of the sanctioned plan the Nagpur Improvement Trust may require it to be demolished or altered in such a manner as it may deem fit.

6. Within one year from the date of issue of building permit the owner shall commence the work for which the building permit is issued. The Inspection Notice/Intimation regarding commencement of construction will have to be given to the Nagpur Improvement Trust in prescribed form "F".

7. The intimation regarding completion of construction upto plinth level should be given in the Form as in Appendix "G" to the NIT. Further construction shall be carried out only after obtaining approval in prescribed format "H" from the NIT.

8. The Building or part thereof shall not be occupied or used unless occupation certificate has been obtained from Chairman, NIT in prescribed format "K". The owner through his licencen surveyor/Architect/Engineer who has supervised the construction shall furnish a building completion certificate to the Chairman, NIT in the form at Appendix "J". Such certificate shall be accompanied by 3 sets of plans of completed development. The Chairman, on receipt of such intimation, may cause the work and after satisfying himself that there is no deviation from the sanctioned plans, issue an occupancy certificate.

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9. Any person who contravences any of the provisions of these regulations, any requirements or obligations imposed on him by virtue of these regulations including the maintenance of fire protection services, appliances and fitts in working order or who interferes with or obstructs any person in the discharge of duties shall be guilty of an offence shall be liable for prosecution.

10. W.C, Bath & washing places shall conform to requirement contained in table 12 to 29 attached to Building Regulation of the Nagpur city.

11. Rain water shall entirely be excluded from the connecting sewer & separate arrangement for diverting rain water to road side storm drain shall be made. If any deviation are detected in this respect the Chairman's order for rectifying them shall be complied with.

12. All drainage work shall be got done through licensed plumber approved by Nagpur Improvement Trust or Nagpur Municipal Corporation.

13. W.C., Bathroom and washing places shall not be used unless proper connections are made as per table 12 to 26 through licensed plumber as mentioned in 12 above and completion Notice in form 'J' duly signed by licensed surveyor/Architect/Engineer is given and permission to use them is obtained from Chairman, NIT.

14. During the course of construction of building, the sanctioned plan shall always be available at site for inspection by officials of Nagpur Improvement Trust.

15. Except as aforesaid the permission is granted subject to compliance of Building Regulation for time being in force and nothing herein contained shall be regarded as dispensing with such compliance except to the extent expressly specified therein.

16. This permission shall not be construed as affecting in any way the right of Government or Nagpur Improvement Trust of the Municipal Corporation or any other authority or any private person or firm to the land upon which permission has been sought to construct building or to any documentary rights connected therewith.

17. The permit holder is not allowed to collect any materials from/through Nagpur Improvement Trust land and road sides without permission in writing from Chairman who may grant it on such terms and conditions as he may deem fit. Where such permission has been granted such use shall not be an obstruction or be a hinderance to the road users. The excavated materials/debris deposited shall be removed within three days of use of land. If any material is stacked or dumped on Nagpur Improvement Trust land without Trusts prior permission and if such permission is granted but subsequently it is seen that permission is causing hardship to the public then it shall be removed by the Nagpur Improvement Trust at the risk and cost of this permit holder and Nagpur Improvement Trust shall not be responsible for any loss or damage cause to the permit holder. No claim on this account shall be tenable against Nagpur Improvement Trust.

18. Subject to the condition that the party will plant and grow in vacant land 13 Nos. of shady trees under the provisions of Maharashtra Urban Areas Preservation of Trees Act, 1975.

19. This sanction is subject to the condition that drainage water and sewerage disposal is got approved by Nagpur Municipal Corporation/Nagpur Improvement Trust.

20. Dustbins of suitable sizes should be provided within the plot boundary easily accessible from road.

21. Suitable letter / Mail boxes should be installed at easily accessible place on ground floor.

22. Necessary arrangement for rain water harvesting should be done.

23. Keeping Safe Horizontal & Vertical distances from H.T./E.T. Lines for Proposed Construction as per Table No. 3 of D.C.R. 2000 and as per Clause 82 of Indian Electricity Rules 1956

Enclosures: One Copy / One Set of Sanctioned Plan

[redacted]

Date of Generation : 09/05/2018

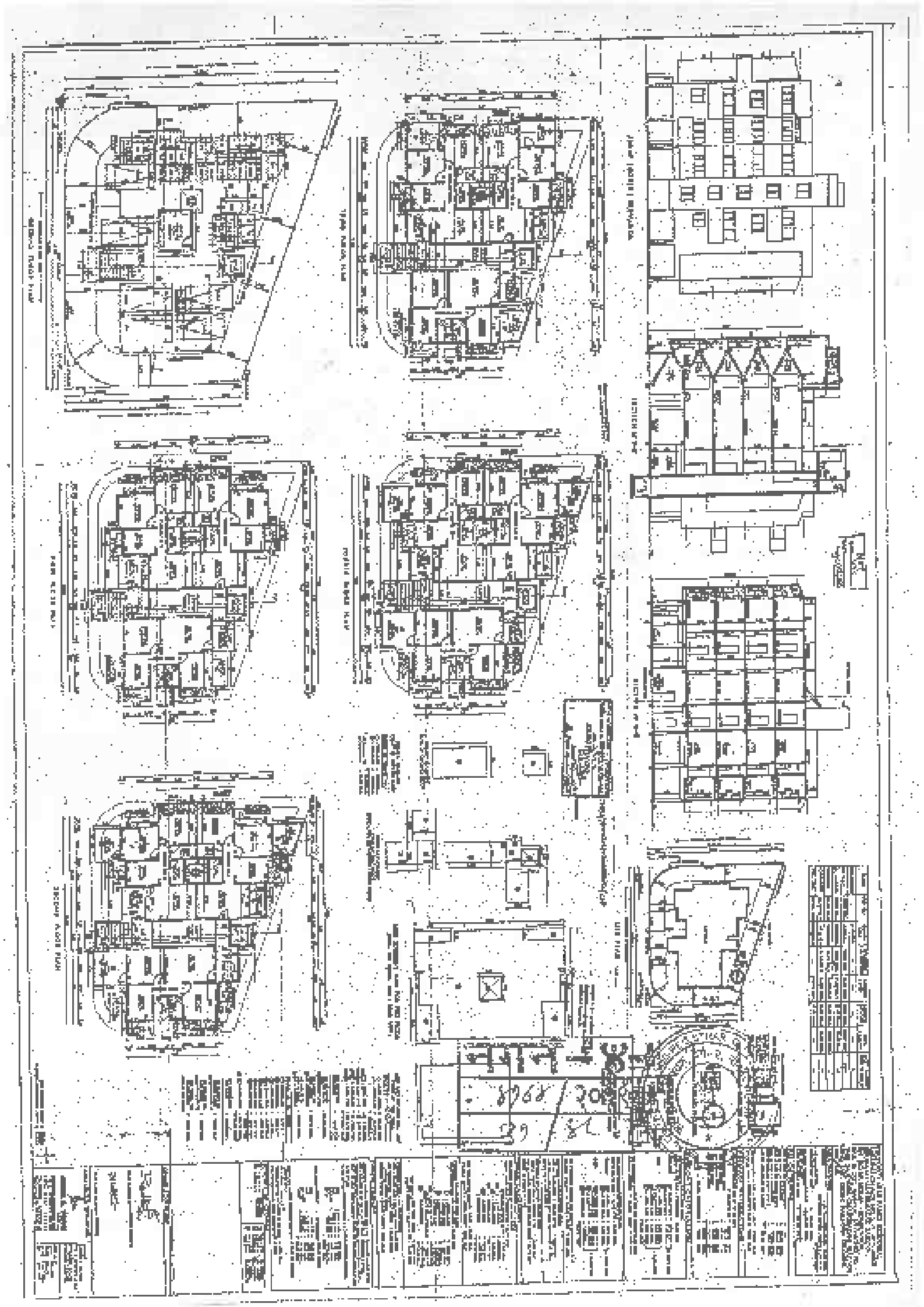
(S.M.Pohekar)
Building Engineer (W)
Nagpur Improvement Trust
Nagpur, Dated

Copy to :-

1. The Divisional Officer, Nagpur Division Ambazari Nagpur for information with a copy of caption plan enclosed herewith for record.

(S.M.Pohekar)
Building Engineer (W)
Nagpur Improvement Trust
Nagpur

8768/2018
30/12



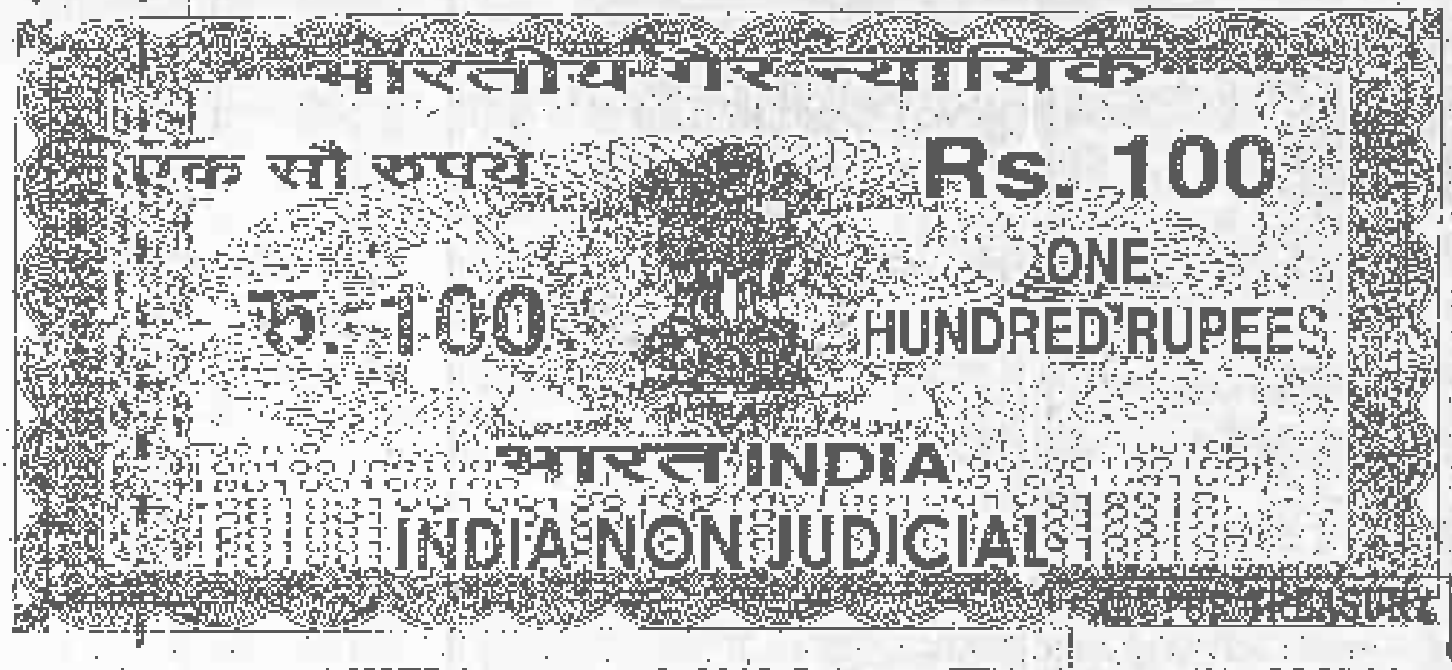
घोषणापत्र

मी [illegible] — यादवारे घोषित करतो की, दुय्यम निबंधक---
---हवेली — यांचे कार्यालयात [illegible] या दस्तकामी दस्त नोंदणीसाठी सादर करण्यात
आला आहे. मी [illegible] दि. [illegible] रोजी आम्ही
दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी सादर दस्त नोंदणीस सादर केला आहे/निष्पादीत
करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र
रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तींपैकी कोणीही मयत झालेले
नाही किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे
कुलमुखत्यारपत्र पूर्णपणे वैध असून सदर दस्त करण्यास मी पूर्णतः सक्षम आहे.
सदरचे कृत्य एकीचे आहे. सबब मी नोंदणी अधिनियम, 1908 चे कलम 32 अन्वये
दिलेल्या मी पाच रहिवासी यांची सही जाणीव आहे.

ठिकाण

कुलमुखत्यारपत्रधारकाचे नाव
व सही

[illegible]



महाराष्ट्र MAHARASHTRA ○ 2019 ○ VC 555218

नगन – ४
८१८ | २७९९
३९ | ८-

GENERAL POWER OF ATTORNEY

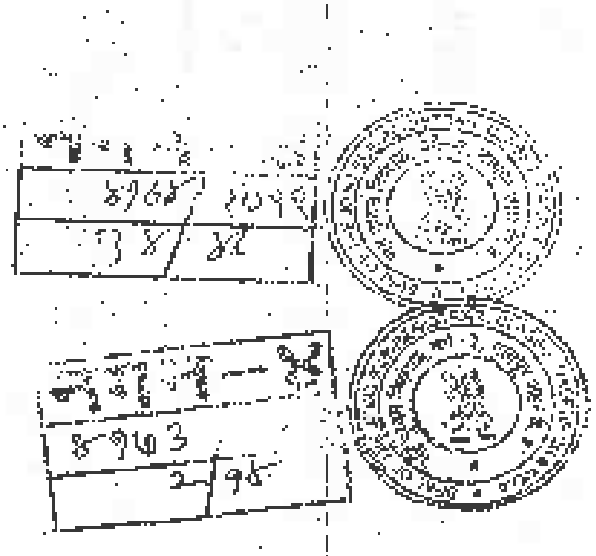
KNOW ALL MEN BY THESE PRESENTS THAT WE,

(1) **SHRI. RAJENDRA S/o CHANDRAKANT KULKARNI,** Aged about 66 Years, Occupation - Business, (Income Tax Permanent Account No. AGPPK9680Q & Aadhar Unique Identity No. 7094 8971 7703).

AND

(2) **MRS. RAGINEE W/o RAJENDRA KULKARNI,** Aged about 51 Years, Occupation - Housewife, Aadhar Unique Identity No. 2740 9368 6008), the aforesaid Nos. 1 & 2 both Residents of Plot No. 37, Vidya Vihar Colony, Pratapnagar, Nagpur-440 022, Taluk and District - NAGPUR (Maharashtra State), do hereby jointly nominate, constitute and appoint - **M/s. MAHARSHEE BUILDERS,** A Partnership Firm, having its Registered Office at "Shivpad Apartments", 282, West High Court Road, Bajaj Nagar, Nagpur-440 010, (Income Tax Permanent Account No. AAGFM3441L) and acting through its Authorised Partner **SHRI. AVINASH S/o MANGHARRAO TARPE,** Aged about 52 Years, Occupation – Business, (Income Tax Permanent Account No. AAFPT8444A & Aadhar Unique Identity No. 2942 7834 5506), Resident of Plot No. 151, Shanker Nagar, Nagpur-440 010, Taluk and District – NAGPUR (Maharashtra State), as our true and lawful attorney in our joint names and on our b

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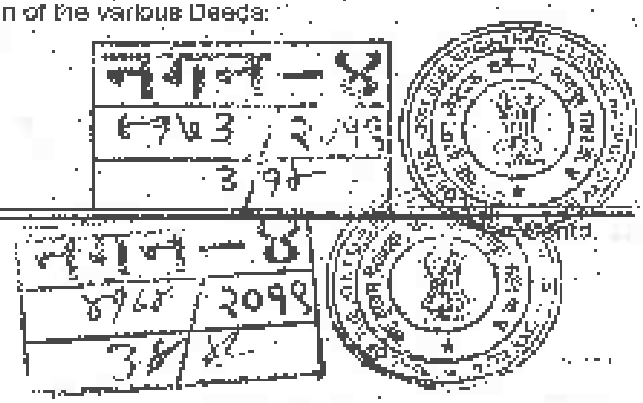
WHEREAS we jointly own and possess the property comprising ALL THAT Piece and parcel of land bearing Plot No. 3 (THREE) out of the layout of the SHUBHANGI GRUHA NIRMAN SAHAKARI SANSTHA MARYADIT, NAGPUR, containing by admeasurement 544.479 Sq. Mtrs. (OR 5860.77 Sq. Ft.), being a portion of the entire land bearing Kh. No. 68 of Mouza – SOMALWADA, P.S.K. 44, including all other easementary rights appurtenant and belonging thereto bearing Corporation House No. 3631/3, City Survey No. 578/1 and Street No. 717 of Mouza – Somalwada, situated in Shubhangi Society's Layout New Manish Nagar, Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 151 in Tahsil and District – NAGPUR; AND

WHEREAS we have now jointly decided to Develop the aforesaid property comprising Plot No. 3 (Three) situated at New Manish Nagar, Somalwada Nagpur Tahsil and District - Nagpur into a Residential Estate by constructing a Multistoryed Building thereon consisting of various self contained separate Apartments thereon through M/s. Maharshee Builders, the Attorney abovenamed. And accordingly by an Agreement for Development Dated 19/06/2019, we have jointly entrusted the entire work of Development of our aforesaid property to **M/s. Maharshee Builders**, the Attorney Holder abovenamed upon the several terms and conditions contained therein and the same is duly registered at the Office of the Joint Sub Registrar, Nagpur City No 4 in Book No. 1 at Sr. No. 4874 on even date on payment of Stamp Duty and Registration Fees payable thereon; AND

WHEREAS we being pre-occupied in our respective assignments, it is neither possible, nor convenient for us to do and execute various acts, deeds and things required in the matter of completion of the proposed transaction of Development/sale in all respects. It has therefore become expedient to appoint some one as our Attorney or Agent, who shall observe and fulfill all the obligations on our part. We therefore do hereby jointly and severally nominate, constitute and appoint our aforesaid Attorney and empower it and its Partners to do all or any of the following acts, deeds and things for us and on our behalf that is to say –

(1) To perform all the legal acts, deeds and things pertaining to the property comprising Plot No. 3 (Three), situated New Manish Nagar, Somalwada, Nagpur in Tahsil and District – NAGPUR.

(2) To apply to the Government/Semi-Government Departments and Offices and/or the Competent Authorities empowered in that behalf for obtaining various No Objection Certificates/Papers/Documents as may be required for completion of the aforesaid proposed scheme in all respects. To sign various applications, forms, papers required to be submitted before such Government/Semi-Government Departments/Offices. To represent us before the Competent Sub-Registrar and to complete all the necessary formalities required for Registration of the various Deeds.



(3) To enter into an Agreement(s) to Sell the said property with willing buyer(s) and to sign and execute such Agreement(s) to Sell and to get the same duly registered in accordance with the law in force, if considered necessary.

(4) To receive the Earnest Money or Advance Sale Price from such buyer(s) and to pass a valid receipt and discharge for the same.

(5) To sign Plan(s)/Revised Plan(s) of the Building proposed to be constructed on the said Plot No. 3 (Three) and also to sign/execute Indemnity Bonds, various forms and applications and also to Swear an Affidavit(s) required to be submitted to the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.

(6) To deposit necessary sums in the Office of Shubhangi Gruh Nirman Sahakari Sanstha Maryadit, Nagpur, Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur in our names and to apply for refund thereof and to receive back such moneys as may be refunded to us by the Nagpur Improvement Trust/Nagpur Municipal Corporation and to pass a valid receipt and discharge for the same.

(7) To apply for water and electricity connections etc. and to pay/deposit necessary sums in the Office of the concerned authorities and to do the needful.

(8) To sign various Applications/Forms regarding commencement of working stage progress and completion of works etc. and to submit the same in the Office of the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.

(9) To sign and execute various Sale Deeds each relating to the Undivided Proportionate variable shares and interest in the aforesaid property in favour of the respective individual prospective buyers and to receive the balance sale price from such buyer(s) and to get such Sale Deed(s) duly registered in accordance with the law in force.

(10) To sign and execute a Deed of Declaration under Section 2 of The Maharashtra Apartment Ownership Act, 1970 and also to sign/execute various Apartment Deeds in favour of respective individual Apartment Owners and to get the same duly registered in accordance with the law in force, if required.

(11) To deliver the actual physical possession of the said property to the respective individual buyer(s) on Registration of the Sale Deed(s).

(12) To support all applications for mutation of names on the said property and to do all necessary things to procure the mutation thereof in favour of such individual buyer(s), in all revenue records.

(13) To sign and verify Vakalatnama, Applications, Statements, Declarations and Affidavits etc. for us and on our behalf.

(14) To accept/purchase the Transferable Development Rights for Construction of Multistoried building on our aforesaid property comprising Plot No. 3 (Three) and sign

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and execute all the required deeds and documents in that regard. If the Transferable Development Rights so purchased could not be utilized in said construction, then the Attorney shall have right to sell/transfer such Transferable Development Rights.

(15) To sign Plaints, Written Statements, Replies, Returns etc. for us and on our behalf and to submit the same to the concerned Civil/Criminal/Revenue Courts etc. To represent us in such Civil/Criminal/Revenue Courts etc. and to do the needful.

(16) To sign and execute Correction Deed(s) and/or Amendment/Rectification Deed / Supplementary Agreement(s) regarding the aforesaid transaction/property and to get the same duly registered in accordance with the law in force if considered necessary.

(17) To deposit money in the Court, Government and/or Semi-Government Departments and Offices.

(18) To obtain refund of money so deposited in any Court, Department and Offices and to pass a valid receipt and discharge for the same.

(19) To apply to any Financial Institution for obtaining Project Finance/Loan for completion of the proposed Project/Scheme. To mortgage the aforesaid property or any part thereof to any Financial Institution by way of security for the repayment of loan and to sign and execute Mortgage Deed and all other relevant deeds and documents on our behalf to secure the finance. To borrow/obtain the Project Finance from such Financial Institutions and do the needful.

(20) To create charge against the Apartments available for disposal with the Developer for raising Project/Construction finance for the aforesaid project and/or for facilitating the prospective buyer(s) of Apartments to avail Housing Loan. The entire liability to repay such loan alongwith interest and other charges shall be of the Attorney (i.e. Developer) alone and the Developer shall always keep and hold the Owners indemnified against the same in all respects.

(21) To do all things necessary to complete the aforesaid development/sale transaction relating ONLY to the said property and to observe and perform all the obligations on our part in accordance with the Agreement to be made by us with any willing buyer/buyers.

(22) To appoint Architect, Engineer and/or Supervisor for carrying out construction of the proposed works, if considered necessary.

(23) To represent us before the Government/Semi-Government Departments, Offices of Nagpur Improvement Trust, City Survey, Water Works Department of N.M.C./M.S.E.D.C.L. Offices etc. for obtaining various documents/papers, connections etc. and to do the needful.

(24) To engage Advocate, Pleader, Vakil for completion of the aforesaid development/sale transaction smoothly and to fix his remuneration.

(25) To delegate all the above powers on our behalf to any competent Authority/ person of the Attorney's choice if circumstances necessitate without our further consent. To delegate powers for admission of the documents to any person/agent for execution of Sale Deed(s), Agreements to Sell, Correction Deeds etc.

(26) In performing the acts, deeds and things as mentioned hereinabove, if any additional work duty is required to be done, our said Attorney is hereby authorized to do and perform all such acts, deeds and things, which are not specifically mentioned here. All such acts, deeds and things lawfully done by the said Attorney shall be binding on us.

(27) That the Power of Attorney Holder hereby assures the Owners of the property (i.e. Executants hereinabove named) that it shall always indemnify them against any disputed litigation regarding the Agreement(s) to Sell with the willing buyer(s).

(28) Generally to act as our Attorney or Agent in relation to the matters aforesaid and all other matters connected therewith and on our behalf to execute and do all acts, deeds and things as fully and effectually in all respects, as we ourselves would do if personally present.

(29) We do hereby declare that we will not withdraw, cancel or revoke this General Power of Attorney until the matters aforesaid are fully completed and duly complied with in all respects. Till such time this Power of Attorney shall remain IRREVOCABLE.

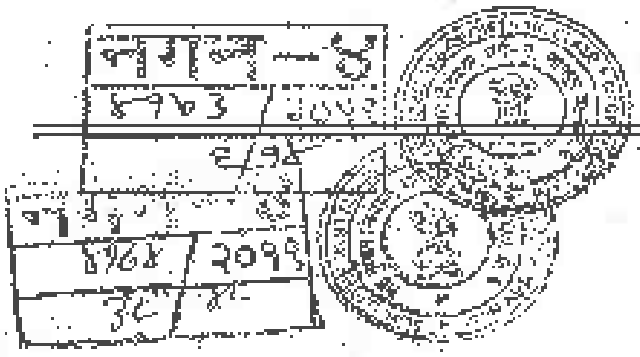
(30) That, full Stamp Duty of Rs. 45000/- and Registration Fees of Rs. 30,000/- is already paid at the time of Registration of Agreement of Development Dated 19/6/19, Regd. at Sr. No. 4171 on even date in the Office of Joint Sub-Registrar, Nagpur City No. 4 and thus this instrument is exempted from payment of Stamp Duty & Registration Fees.

AND we hereby ratify, confirm and agree to confirm whatsoever our said Attorney shall do or purport to do by virtue of this General Power of Attorney.

SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

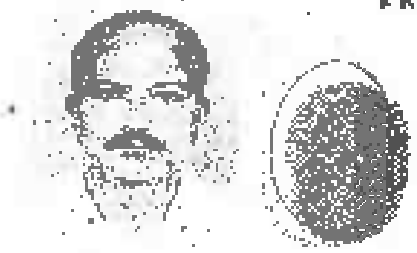
ALL THAT Piece and parcel of land bearing Plot No. 3 (THREE) out of the layout of SHUBHANGI GRUHA NIRMAN SAHAKARI SANSTHA MARYADIT, NAGPUR containing by admeasurement 544.479 Sq. Mtrs. (OR 5830.77 Sq. Ft.), being a portion of the entire land bearing Kh. No. 88 of Mouza – SOMALWADA, P.S.K. 44 including all other easementary rights appurtenant and belonging thereto bearing Corporation House No. _____ City Survey No. 5/9/1 and Sheet No. 71 of Mouza – Somalwada, situated in Shubhangi Society's Layout, New Manish Nagar, Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District – NAGPUR and bounded as under :-



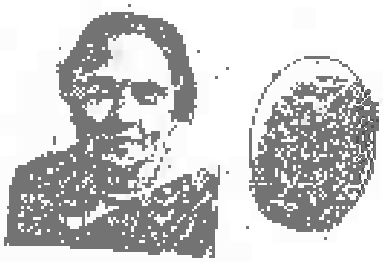
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ON THE EAST	-	BY 9.00 Mtr. Road.
ON THE WEST	-	BY 9.00 Mtr. Road.
ON THE NORTH	-	BY SURVEY NO. 89,
ON THE SOUTH	-	BY 7.62 Mtr. Road.

IN WITNESS WHEREOF WE, the EXECUTANTS, hereinabovenamed, have fully examined and read over this DEED OF GENERAL POWER OF ATTORNEY before execution and the same is drafted as per our own say & instructions and the contents whereof are found to be true, correct and hereby signed the same without any coercion, undue influence, threat, intoxication misrepresentation and fraud of any kind, at NAGPUR on this 10th Day of June 2018 in presence of the attesting witnesses signing as each. DRAFTED BY. Avinash M. Tarpe (A)

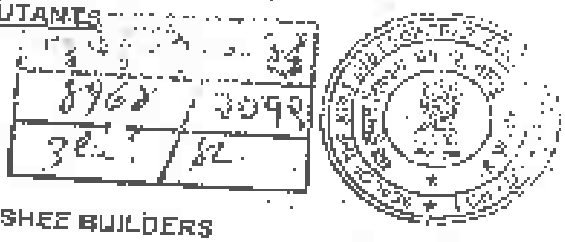


1) (RAJENDRA CHANDRAKANT KULKARNI)

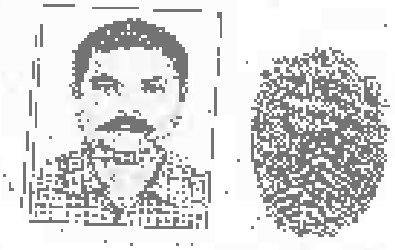


2) (MRS. RAGINEE RAJENDRA KULKARNI)

EXECUTANTS



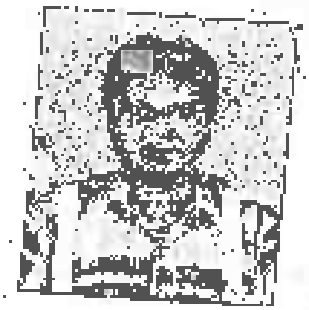
FOR M/s. MAHARSHEE BUILDERS

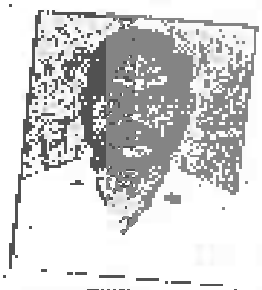


(AVINASH MANOHARRAO TARPE)
Authorised Partner
ATTORNEY

WITNESSES :

1. (Sandhekar)
(Sanjay Sandhekar)
2. (Khonde)
(Dinesh Khonde)

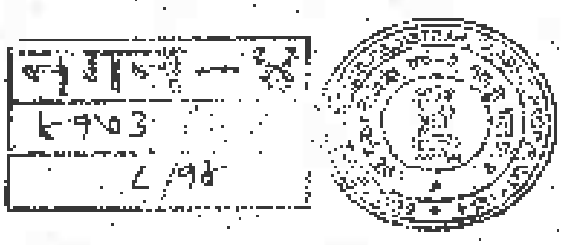


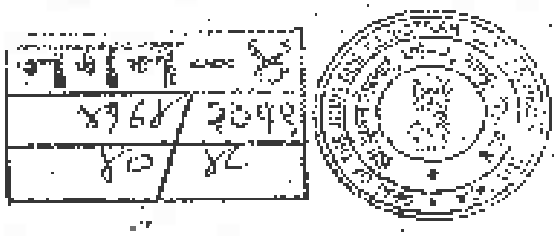










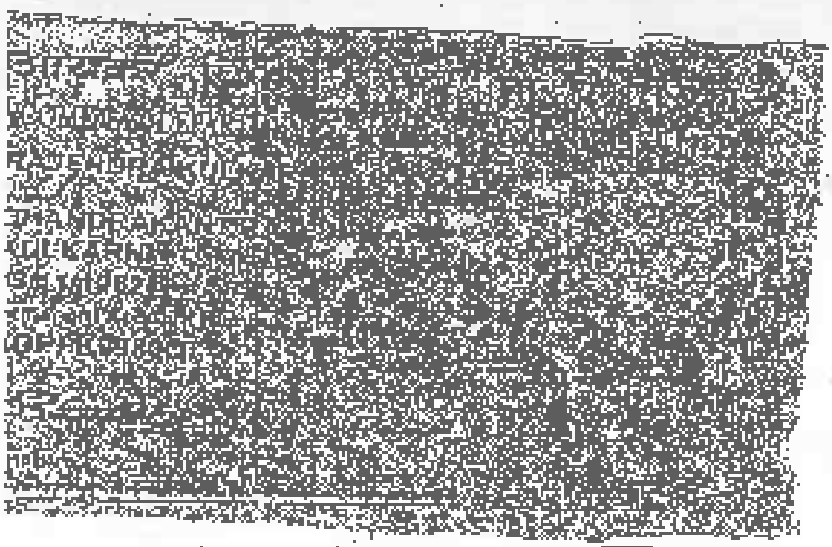


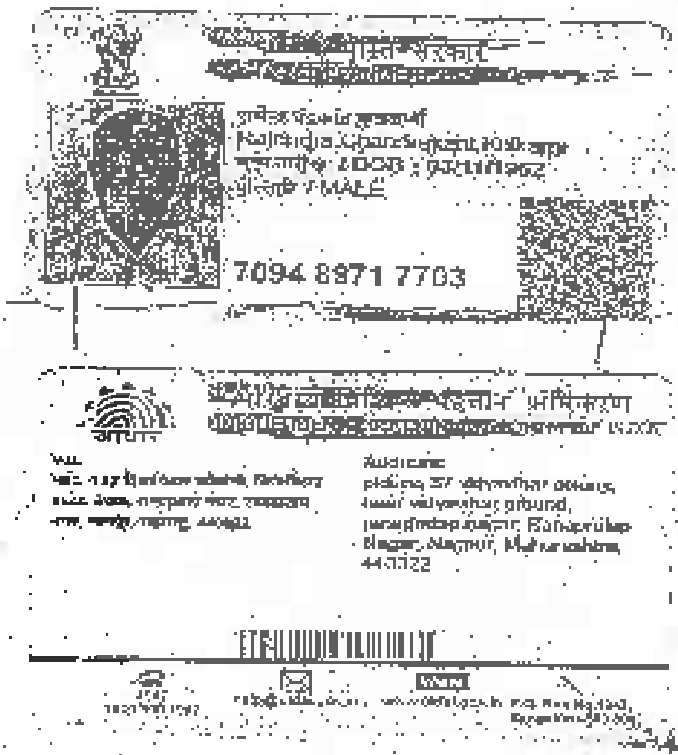
मालमत्ता पत्रक

तालुका — नागपूर भूमापन क्र. — ८८, ९९, ९८, ९७ जिल्हा — नागपूर

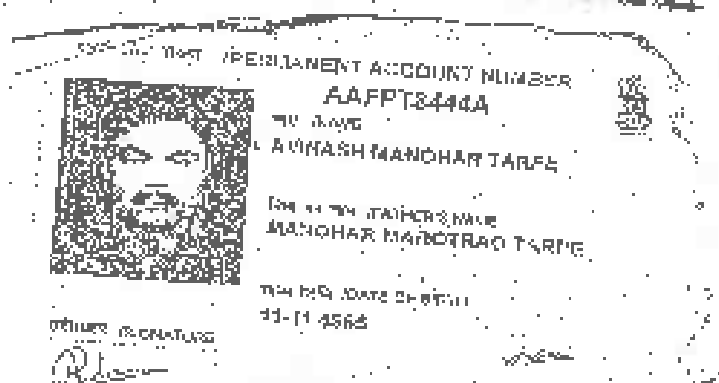
दिनांक	तपशील	नोंदविणाऱ्याची सही व पदनाम	कार्यालय
२०/०१/१९९३	तलाठी सजा नागपूर मालकाचे नाव कमी करून सध्या नागपूर महानगरपालिका यांचे नाव दाखल करणेत यावे. [illegible] दि. २०/१/९३ अन्वये खाजगी ४९ रुपयांचा [illegible] ९५ खोद. रु.१८०.९१५ वसूल [illegible]	[illegible]	[illegible]
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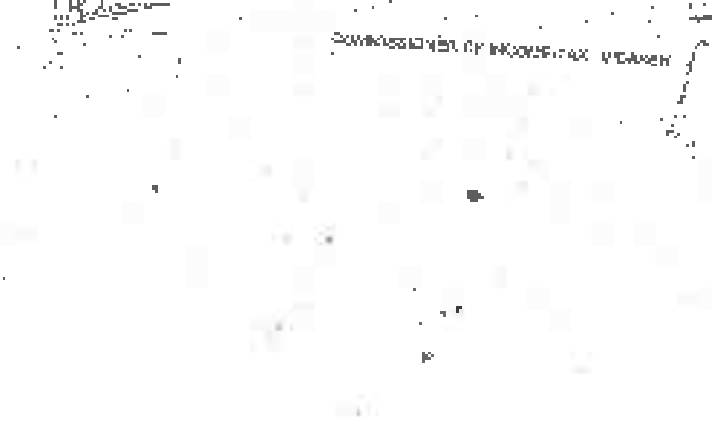
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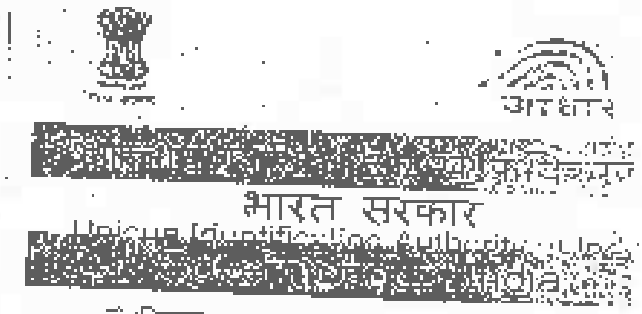




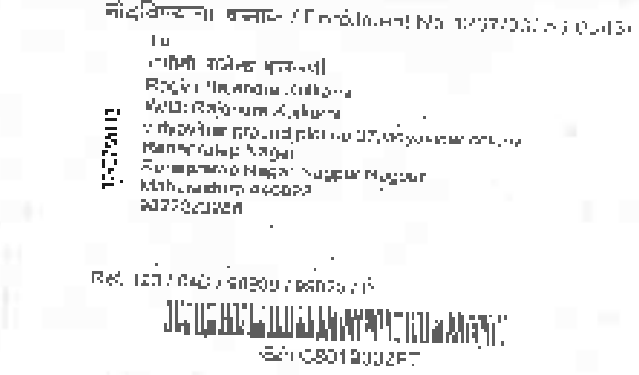
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AAFPT8444A

AVINASH MANOHAR TARPE

MANOHAR MAROTRAO TARPE



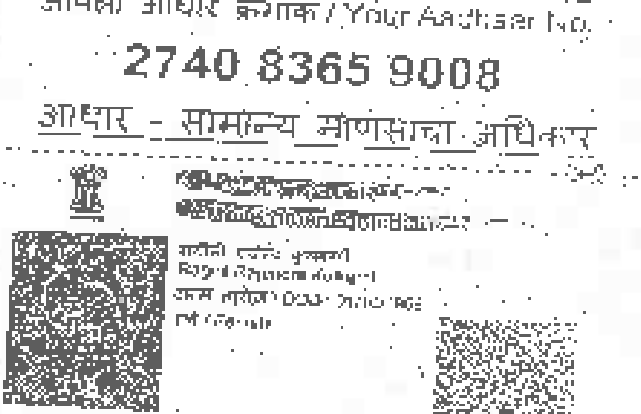
भारत सरकार





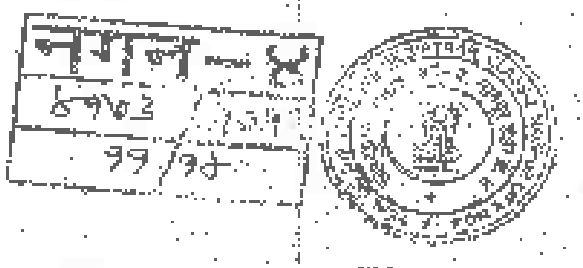
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आधार - सामान्य माणसाचा अधिकार

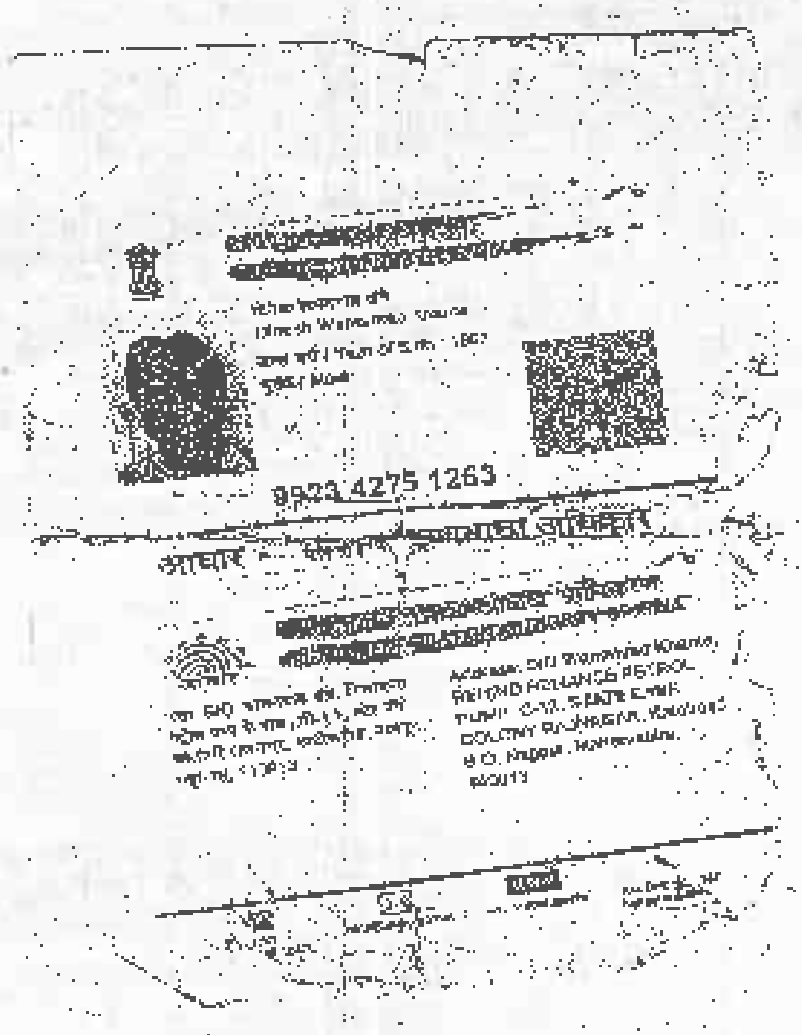


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आधार - सामान्य माणसाचा अधिकार

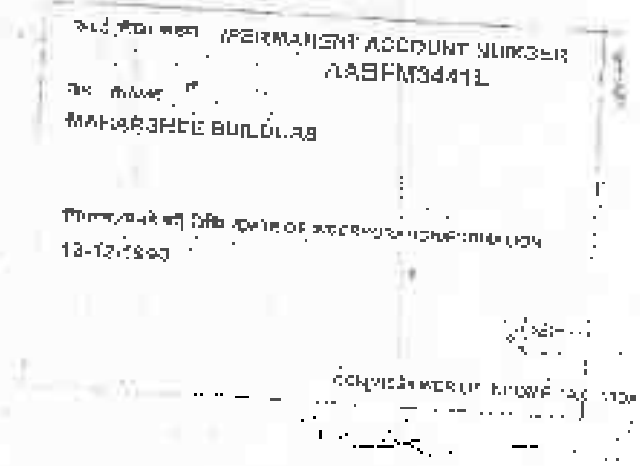






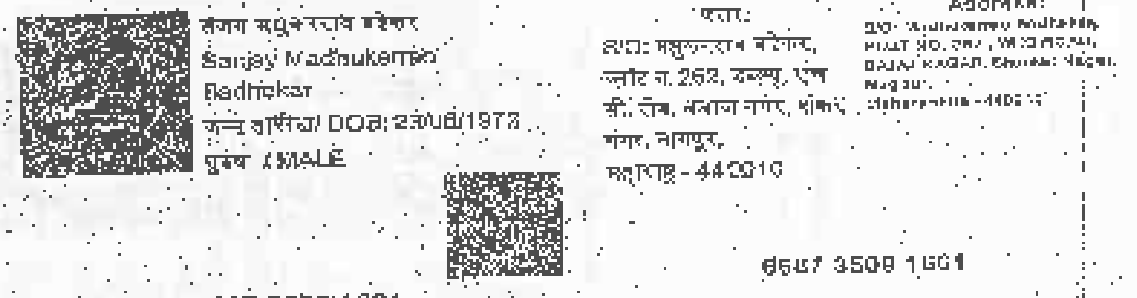
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आधार



PERMANENT ACCOUNT NUMBER
AABPM3441L

MAHARSHEE BUILDERS



संजय मधुकरराव बडेकर
Sanjay Madhukarrao Badhekar
जन्म तारीख/ DOB: 23/08/1973
पुरुष / MALE

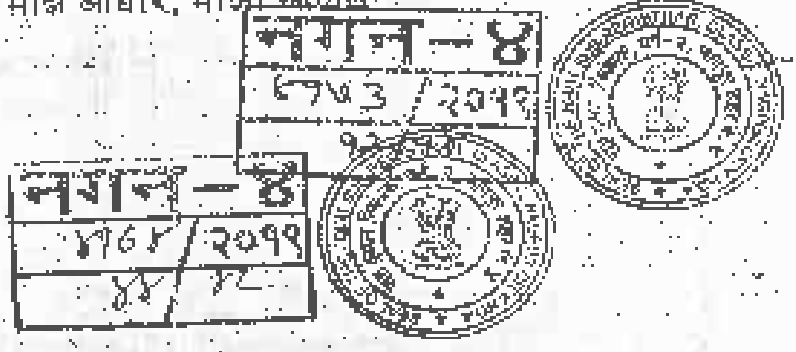
6567 3509 1061

Address:
S/O: Madhukarrao Badhekar,
Plot no. 262, Vasu, Opp
B. Tank, Ambika Nagar, Bokre,
Nagpur, Nagpur,
Maharashtra - 440019

6567 3509 1061

माझे आधार, माझी ओळख

MERA AADHAAR, MERI PEHACHAN



Summary1 (Snishwata Bhag-1)

26/7/19
बुधवार,19 जून 2019 4:51 प.

दस्त नोंदणीकृत भाग-1

नगन4 73/94
दस्त क्रमांक: 4173/2019

दस्त क्रमांक: नगन4 /4173/2019

बाजार मुल्य: रु. 00/-

मोबदला: रु. 0/-

भरलेले मुद्रांक शुल्क: रु.100/-

दु. नि. सह दु. नि. नगन4 यांचे कार्यालयात

अ. क्र. 4173 वर दि.19-06-2019

वेळी 4:54 प.म. वा. हजर केला.

पावती:5129 पावती दिनांक: 19/06/2019

सादरकरणाराचे नाव: के.महेश्वरी डिलर्स तर्फे भागीदार श्री अविनाश मनोहरलाल [illegible]

नोंदणी फी रु. 100.00

वस्त हाताळणी फी रु. 280.00

पृष्ठांची संख्या: 14

एकूण: 380.00

दस्त हजर करणाऱ्याची सही:

NGP4

सह दुय्यम निबंधक, वर्ग-२
नागपूर शहर क्र. ४
दस्ताचा प्रकार: अग्रीमेंट टू सेल डीड

NGP4

सह दुय्यम निबंधक, वर्ग-२
नागपूर शहर क्र. ४

मुद्रांक शुल्क: (२५) कोणत्याही न्यायालयात/न्यायाधिकरणात/लवादात अस्तित्वात असलेल्या कोणत्याही दावा क्षेत्राच्या हद्दीत किंवा दावा-तंटा (वाद) यापैकी नाही व केलेला नाही/नाही/नाही क्षेत्रात

शिक्का क्र. 1 19 / 06 / 2019 04 : 54 : 32 PM ची वेळ: (सादरीकरण) .

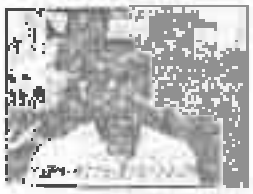
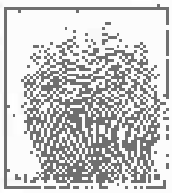
शिक्का क्र. 2 19 / 06 / 2019 04 : 58 : 10 PM ची वेळ: (फी)

8763/2019
84/32

19/06/2019 5:12:21 PM

दस्त क्रमांक :नागप4/4173/2019

दस्ताचा प्रकार :-जनरल पॉवर ऑफ ॲटर्नी

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे महर्षी जिल्हा तर्फे भागीदार श्री अविनाश मनोहरराव दाणी . . पत्ता:प्लॉट नं: , माळा नं: , इमारतीचे नाव: , ब्लॉक नं: , रोड नं: रा. प्लॉट नं 151, शंकर नगर नागपूर मो- 9823279787, महाराष्ट्र, नागपूर. पॅन नंबर:AABFM3111L	पॉवर ऑफ ॲटर्नी होल्डर वय :-62 स्वाक्षरी:-		
2	नाव:श्री राजेंद्र चंद्रकांत कुलकर्णी . . पत्ता:प्लॉट नं: , माळा नं: , इमारतीचे नाव: , ब्लॉक नं: , रोड नं: रा. प्लॉट नं 37, विद्या विहार कॉलोनी, वंडाप नगर नागपूर , महाराष्ट्र, नागपूर. पॅन नंबर:AGPPK3980Q	कुलमुखत्यार धारक वय :-55 स्वाक्षरी:-		
3	नाव:श्री रामेश्वर राजेंद्र कुलकर्णी . . पत्ता:प्लॉट नं: , माळा नं: , इमारतीचे नाव: , ब्लॉक नं: , रोड नं: रा. प्लॉट नं 37 विद्या विहार कॉलोनी, वंडाप नगर नागपूर , महाराष्ट्र, नागपूर. पॅन नंबर:	कुलमुखत्यार धारक वय :-51 स्वाक्षरी:-		

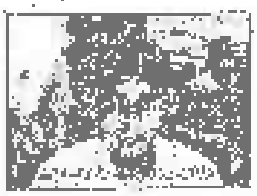
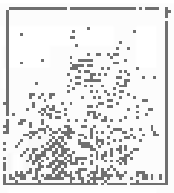
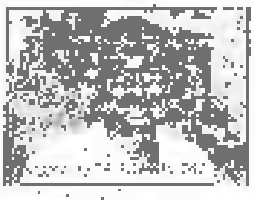
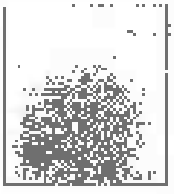
वरील दस्तऐवज करुन देणार तथाकथित जनरल पॉवर ऑफ ॲटर्नी चा वरील ऐवज करुन दिल्याचे कबुल करतात.

सह दुय्यम निबंधक

शिक्का क्र.3 ची वेळ:19 / 08 / 2019 05 : 18 : 06 PM

ओळख :-

खाली सूचना देणारे निवेदित करतात की ते दस्तऐवज करुन देणाऱ्यांना व्यक्तीश: ओळखतात, व त्यांची ओळख पटविलेली

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री दिनेश कमलाकर भंसे . . वय:61 पत्ता:प्लॉट नं: बी आय कॉलोनी काटोल रोड नागपूर, पिन कोड:440013		
2	नाव:श्री. संजय मधुकरराव गवंकर . . वय:44 पत्ता:संभ्री नगर हिंगणा रोड नागपूर, पिन कोड:440016		

ओळख पटविणाऱ्याची सही

सह दुय्यम निबंधक नागपूर शहर क्र. ४

शिक्का क्र.4 ची वेळ:19 / 06 / 2019 05 : 17 : 48 PM

शिक्का क्र.5 ची वेळ:19 / 06 / 2019 05 : 18 : 39 PM शेरणी पुस्तक 4 मध्ये

सह दुय्यम निबंधक, वर्ग-१
नागपूर शहर क्र. ४

सह दुय्यम निबंधक नागपूर शहर क्र. ४ 4173 /2019
दि. 19-06-2019

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मुद्रांक शुल्क
8167/2019
19/06

Summary I (Goshwara Bhag-1)

267/4174
गुरुवार, 19 जून 2019 4:57 म.पं.

दस्त गोषवारा भाग-1

नगर4 ८ ७१७८
दस्त क्रमांक: 4174/2019

दस्त क्रमांक: नगर4 /4174/2018

बाजार मूल्य: रु. 00/- मोबदला: रु. 01/-

भरलेले मुद्रांक शुल्क: रु.100/-

दु. नि. सह. दु. नि. नगर4 यांचे कार्यालयात

अ. क्र. 4174 वर दि.19-06-2019

रोजी 5:00 म.पं. वा. हजर केला.

पावती:5130 पावती दिनांक: 19/06/2019

सादरकरणाराचे नाव: श्री. राजेंद्र चंद्रकांत कुलकर्णी व श्री. शार्दुल राजेंद्र कुलकर्णी तर्फे अनुक्रमांक: मे मुखत्यार श्री अविनाश नागोराव शिंदे

नोंदणी फी रु. 100.00

दस्त हाताळणी फी रु. 960.00

पृष्ठांची संख्या: 48

एकूण: 1060.00

दस्त हजर करणाऱ्याची सही:

सह दुय्यम निबंधक, वर्ग-१
नोगपूर शहर क्र. ४

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: प्रतिज्ञापत्र

पेस्टा क्र. 1 19 / 06 / 2019 05 : 00 : 06 PM ची वेळ: (सादरीकरण)

पेस्टा क्र. 2 19 / 06 / 2019 05 : 03 : 37 PM ची वेळ: (फी)



iSarita v1.9.0

Summary-2(दस्त नोंदणीचा भाग - २)

दस्त क्रमांक:4174/2019

दस्ताचा प्रकार : घोषणापत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री राजेंद्र चंद्रशेखर कुलकर्णी व सौ रागिणी राजेंद्र कुलकर्णी तर्फे कायमुखत्यार मे महर्षी हिरकणी कॉ ऑप हौसिंग सोसायटी तर्फे अधिकृत मनोहरराव पारधे पत्ता:प्लॉट नं: , माळा नं: , इमारतीचे नाव: , ब्लॉक नं: , रोड नं: स. प्लॉट नं 161, शंकर नगर नागपूर महा 9823279787, महाराष्ट्र, नागपूर. पॅन नंबर:AABFH3441L	लिहून देणार वय :-52 स्वाक्षरी:-		

वरील दस्तऐवज हजर देणार यांनी घोषणापत्र चा दस्त ऐवज हजर दिल्याची कबुली दिली.
दिनांक ३ वी वेळ:19 / 06 / 2019 05 : 20 : 57 PM

सह दुय्यम निबंधक, वर्ग-२
नागपूर शहर क्र. ४

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री विनोद रामकरण पंचे . वय:51 पत्ता:प्लॉट नं: याद कॉलोनी काटोल रोड नागपूर पिन कोड:440013		
2	नाव:श्री. संजय मधुकरराव नवेलर . वय:44 पत्ता:संभा नगर, हिंगणा रोड नागपूर पिन कोड:440016		

दिनांक ४ वी वेळ:19 / 06 / 2019 05 : 22 : 27 PM

दिनांक ५ वी वेळ:19 / 06 / 2019 05 : 23 : 06 PM नोंदणी पुस्तक 1 मध्ये ९ नंबराचे चुकाचे केंद्रीय नोंदला

सह दुय्यम निबंधक, वर्ग-२
नागपूर शहर क्र. ४

सह दुय्यम निबंधक, वर्ग-२, 4174/2019
नागपूर शहर क्र. ४,
दि. ५ C माहे ६ सन २०१९

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दस्तातील अक्षरात खोडले दि. ५ पक्षकारांचा
खोडून पाने वाढीत

सह दुय्यम निबंधक, वर्ग-२
नागपूर शहर क्र. ४

Index-2(सूची - २)

19/06/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.नागपूर 4
दस्त क्रमांक : 4174/2018
नोंदणी :
Regn:63m

गावाचे नाव : Somalwada

(1)निलेखाचा प्रकार	घोषणापत्र
(2)मोबदला	1
(3) बाजारभावाप्रमाणे(भाडेपट्ट्याच्या बाबतीतपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	0
(4) मु-मापन,पो.हिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:नागपूर म.न.पा. इतर वर्णन :, इतर माहिती: मौजा-सोमलवाडा येथील ग.ह.नं 44 खसरा नं 89 ग्रामपंचायत गृह निर्माण सहकारी संस्था मर्यादित नागपूर या संस्थेतील प्लॉट नं 3 चार। एकुण क्षेत्रफळ 544.479 चौ मी असुन यावर कॉर्पोरेशन.घर क्रं 353/3 वार्ड नं 15 सिटी सर्वे नं 579/1 ओळि शिट नं 717 नागपूर यात बांधण्यात आलेल्या अपार्टमेंट चे घोषणापत्र((C.T.S. Number : 579/1, SHEET NO-717.. ;))
(5) क्षेत्रफळ	1) 544.479 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्री राजेंद्र भालचंद्र कुलकर्णी व श्री रागीणी राजेंद्र कुलकर्णी तर्फे अमुखत्यार मे सहयोगी विलहर्स तर्फे भा.मीनाट श्री सविनाश,सतां हरदास वय:- वय:-52; पत्ता:-प्लॉट नं: ., माळा नं: ., मजला:चे नाव: ., ब्लॉक नं: ., रोड नं: रा. प्लॉट.नं 151, शंकर नगर नागपूर मो:- 9823279787, महाराष्ट्र, नागपूर. पिन कोड:-440010 पॅन नं:-AABFM3441L
(8)दस्तऐवज करुन देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करुन दिल्याचा दिनांक	19/06/2018
(10)दस्त नोंदणी केल्याचा दिनांक	19/06/2018
(11)अनुक्रमांक,खंड व पृष्ठ	4174/2018
(12)बाजारमाबाप्रमाणे मुद्रांक शुल्क	100
(13)आकारमाबाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-	मुल्यांकनासाठी आवश्यक असलेला तपशील उपलब्ध नाही कारण मुद्रांक अधिनियम नोंदणी अधिनियम यामधील कोणत्याही तरतुदीनुसार आवश्यक नाही
मुद्रांक शुल्क आकारलेला सिटबद्दलचा अनुच्छेद :-	Affidavit