264/3258 पावती Original/Duplicate

Thursday,July 02 ,2020 नोंदणी क्र. :39म

1:58 PM Regn.:39M

पावती क्र.: 5175 दिनांक: 02/07/2020

गावाचे नाव: नारी

दस्तऐवजाचा अनुक्रमांक: नगन1-3258-2020

दस्तऐवजाचा प्रकार : घोषणापत्र

सादर करणाऱ्याचे नाव: मेसर्स भेरी प्रोफीट्स तर्फे भागीदार श्री डानिश बल्ख तारासंद बालवानी 0 0

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 800.00
पृष्ठांची संख्या: 40	
एकूण:	रु. 900.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
2:16 PM ह्या वेळेस मिळेल.

NGP1

बाजार मुल्य: रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012636132201920E दिनांक: 02/07/2020
बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.800/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 3006202005840 दिनांक: 02/07/2020
बँकेचे नाव व पत्ता:

DELIVERED ORIGINAL
PRODUCED DOCUMENT

CHALLAN

MTR Form Number-6

GRN	MH012636132201920E	BARCODE		Date	27/02/2020-14:51:50	Form ID	25.1

Department	Inspector General Of Registration
	Stamp Duty
Type of Payment	Registration Fee
Office Name	NGP2_JT NAGPUR SUB REGISTRAR
Location	NAGPUR
Year	2019-2020 One Time

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	500.00
0030063301 Registration Fee	100.00
Total	600.00

Payer Details

TAX ID / TAN (If Any)	
PAN No.(If Applicable)	
Full Name	MS JARRY PROFITS
Flat/Block No.	R-2
Premises/Building	
Road/Street	AMRAPALI PHASE-II
Area/Locality	NARI
Town/City/District	
PIN	4 4 0 0 2 6
Remarks (If Any)	SecondPartyName=MS JARRY PROFITS~
Amount In Words	Six Hundred Rupees Only

Payment Details	BANK OF MAHARASHTRA
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	02300042020022718358	200584675077
Bank Date	RBI Date	27/02/2020-14:53:08	Not Verified with RBI
Bank-Branch		BANK OF MAHARASHTRA	
Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 9373107039

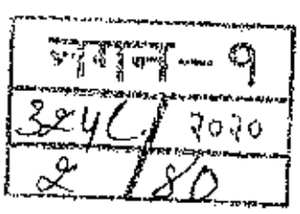
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

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

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Print Date 27-02-2020 03:01:21



DEED OF
DECLARATION

AS PER THE PROVISIONS OF MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970

THIS DEED OF DECLARATION made and executed at Nagpur on this 2nd Day of July, 2020, By;

M/S. JARRY PROFITS, A partnership firm,
Through partner/s –

i. **SHRI ANIL S/O. TARACHAND WADHWANI**
Aged about 45 years, Occupation – Business
R/o. 11, Uday Lawn Square, Jaripatka, Nagpur.
(PAN NO. AAEPW1348P)

ii. **SHRI RAJESH S/o. MULCHAND BATWANI**
Aged about 47 years, Occupation – Business
R/o. 28, Jaripatka, Nagpur. **(PAN ABRPB2521R).**

Hereinafter referred to and called the "**GRANTOR**" which term and expression shall, unless inconsistent to the context or contrary to the meaning thereof, always mean and include the said "**GRANTOR**" as well as it's/his heirs, legal representatives, successors, executors, assigns etc., which is fully empowered and qualified to execute this Deed, does here by state as under –

FIRST: The **GRANTOR** is the absolute owner of the following land within the limits of Nagpur Municipal Corporation Tahsil & District – Nagpur, described as follows.

DESCRIPTION OF PROPERTY

ALL THAT piece and parcel of land admeasuring 627 Sq. m. (6749 Sq. Fts), marked as "R2", out of Khasra No. 53 out of total retainable land area admeasuring about 1500 Sq. m., City Survey No. 415, Sheet No. 920/55 of Mouza – Nari, corresponding to Municipal Corporation House No. 2165/R-2, Ward No. 57, situated at Sugat Nagar, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil and District – Nagpur, bounded as under:-

TO THE NORTH	:	ROAD
TO THE SOUTH	:	ROAD
TO THE EAST	:	PLOT NO. 44

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TO THE WEST : INTERNAL EXISTING ROAD

The GRANTOR purchased the said property/land from Shri Prateek S/o Vipin Kumar and Smt. Shaifali W/o Prateek Kumar as per sale deed duly registered in the office of the Sub-Registrar, Nagpur – 3, bearing serial/registration No. 6738/2016 dated 07/10/2016.

SECOND : THE GRANTOR wants to develop the said land into residential estate by constructing multi-storied Building/s consisting of various self-contained residential apartments etc. A Building/s plan is also got sanctioned from Nagpur Improvement Trust for construction of multistoried Building/s in name and style as **"AMRAPALI PHASE-II"**as per the Building/s plan annexed herewith as Exhibit 'A' forming part and parcel of this deed, which is sanctioned by Nagpur Improvement Trust, vide Building plan/permit No. BE(NORTH)/Case No. AB-120170324175/Tracking case No. 2017033056/1960 dated 27/08/2019. sanctioned in the name of present owner. However, the GRANTOR reserves rights to get it revised, if required. The Postal Address of the Building is as under –

"AMRAPALI PHASE-II"

Plot No. R-2, Dixit Nagar, Jaripatka Ring Road, Nagpur – 440 026.

THIRD: The said building/complex consists of First, Second, Third, Fourth and Fifth floors. All the floors are capable of individual utilization on account of having their own exit to common area and facilities of the Building. The Ground floor is meant for common parking.

FOURTH: The **GRANTOR** has started the construction work of proposed building after sanction of plan duly sanctioned and approved by the NMRDA, Nagpur as aforesaid reserving rights to revise/re-revise the building plan or design as the circumstances may require. The Flats/Apartments in the said proposed building shall be sold to and owned by one or more owner/s, each will have particular and exclusive property rights thereto, each apartment/flat constituting a heritable and transferable immovable property rights within the meaning of any law for the time being in force in the State of Maharashtra and also individual interest in the general and/or restricted common areas and facilities of the said building as may it be required for adequate use and enjoyment as per list in accordance with the Maharashtra Apartment Ownership Act, 1970. The **GRANTOR** further reserve right to allow any

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block/flat/apartment purchaser to use open space or open terrace of any Apartment/Flat exclusively as herein after contained or otherwise. Each flat/apartment so constituting a heritable and transferable rights therein shall be referred as 'Family Unit' The **GRANTOR** shall also be entitled to retain one or more apartment in the said building/complex.

FIFTH: A. The First Floor of the building consists of 3 Flats/Apartments as follows:

i) Flat/Apartment No. 101 (Northeastern Side)
ii) Flat/Apartment No. 102 (Southeastern Side)
iii) Flat/Apartment No. 103 (Western Side)

B. The Second Floor of the building consists of 3 Flats/Apartments as follows:

i) Flat/Apartment No. 201 (Northeastern Side)
ii) Flat/Apartment No. 202 (Southeastern Side)
iii) Flat/Apartment No. 203 (Western Side)

C. The Third Floor of the building consists of 3 Flats/Apartments as follows:

i) Flat/Apartment No. 301 (Northeastern Side)
ii) Flat/Apartment No. 302 (Southeastern Side)
iii) Flat/Apartment No. 303 (Western Side)

D. The Fourth Floor of the building consists of 3 Flats/Apartments as follows:

i) Flat/Apartment No. 401 (Northeastern Side)
ii) Flat/Apartment No. 402 (Southeastern Side)
iii) Flat/Apartment No. 403 (Western Side)

E. The Fifth Floor of the building consists of 3 Flats/Apartments as follows:

i) Flat/Apartment No. 501 (Northeastern Side)
ii) Flat/Apartment No. 502 (Southeastern Side)
iii) Flat/Apartment No. 503 (Western Side)

F. The Sixth Floor of the building consists of 2 Flats/Apartments as follows:

i) Flat/Apartment No. 601 (Eastern side)
ii) Flat/Apartment No. 602 (Western side)

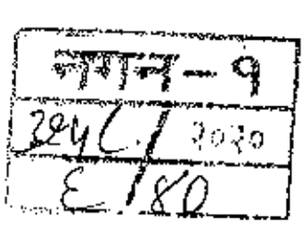
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Total 17 flats/apartments. The boundaries of individual flats/apartments and the opening of front doors in open space/corridor of individual Flats/Apartments/Units shall be as shown in sanctioned or revised plan. The GRANTOR reserves rights to club any two or more apartments or divide any of the apartment/s as may be required and in case of any sub divided part/portion of any apartment shall be identified as part/portion A, B of that main apartment. The entire ground floor is meant for common parking and other common amenities only. The boundaries of individual flats/apartments and the opening of front doors in open space/corridor of individual flats/apartments shall be as shown in sanctioned plan subject to such changes and modification as may be deemed fit. The GRANTOR reserves rights to allot and sale each of the divided portion to individual buyers. In case allotment/sale of divided part/portion in favour of deferent individuals, that particular part/portion shall constitute a separate family unit but in case of allotment/sale of two part/portions of the same main apartment in favour of same buyer/s, both the part/portions shall constitute one single family unit.

SIXTH: All the apartments shall be for residential use only. Each flat/apartment will have access to the common facilities of the building and shall have rights relating to respective undivided variable proportionate share in land pertaining to F.S.I. and all common facilities, subject to reservations, made as per this deed or to be made otherwise.

SEVENTH: That, each Flats/Apartments will have access to the common facilities of the building and shall have rights relating to respective undivided variable proportionate share in land pertaining to F.S.I. subject to such reservations as made in this deed or which may be made by the GRANTOR at any time.

EIGHTH : That the right, title and interest of each owner of the apartment in the general common area and facilities and their proportionate share in the profits and common expenses in the general common area and facilities, built up area as well as the proportionate representation for voting purposes in the meeting of the Association of the Apartment Owners of the "**AMRAPALI PHASE-II**" Condominium is based on the proportionate value of each family unit to the total value of all family units in the percentages as follows:-



FLAT NO.	CARPET AREA	EXCLUSIVE CARPET SHARE	NET B/UP AREA	BALCONY		TERRACE	LIFT, STAIRCASE, LOBBY, PARKING AREA, FIRE STAIRCASE	S/B/UP	LAND SHARE
				OPEN	COVERED				
	(SQM.)	(SQM.)	(SQM.)	(SQ.M)	(SQ.M)	(SQ.M)	(SQ.M)	(SQ.M)	%
					FIRST FLOOR				
101	44.374	4.529	52.062	7.079	0.000	0.000	23.638	82.779	5.896
102	47.829	5.916	56.792	2.665	3.515	0.000	25.786	88.757	6.479
103	47.235	0.000	51.281	3.267	0.000	0.000	23.283	77.831	5.694
					SECOND FLOOR				
201	44.802	4.529	52.062	7.079	0.000	7.500	23.638	90.279	5.947
202	48.113	5.916	56.792	2.665	3.515	7.500	25.786	96.257	6.514
203	47.423	0.000	51.281	3.267	0.000	7.500	23.283	85.331	5.717
					THIRD FLOOR				
301	44.899	4.529	52.062	7.079	0.000	7.500	23.638	90.279	5.959
302	48.286	5.916	56.792	2.665	3.515	8.787	25.786	97.544	6.534
303	47.864	0.000	51.281	3.267	0.000	7.500	23.283	85.331	5.770
					FOURTH FLOOR				
401	44.802	4.529	52.062	7.079	0.000	7.500	23.638	90.279	5.947
402	48.113	5.916	56.792	2.665	3.515	7.500	25.786	96.257	6.514
403	47.423	0.000	51.281	3.267	0.000	7.500	23.283	85.331	5.717
					FIFTH FLOOR				
501	44.899	4.529	52.062	7.079	0.000	7.500	23.638	90.279	5.959
502	48.286	5.916	56.792	2.665	3.515	8.787	25.786	97.544	6.534
503	47.864	0.000	51.281	3.267	0.000	7.500	23.283	85.331	5.770
					SIXTH FLOOR				
601	26.033	14.532	44.758	2.665	0.000	64.255	20.322	147.933	4.890
602	30.398	4.087	38.249	3.270	0.000	13.031	17.366	71.916	4.157

That the measures of the apartment includes the outside walls and one half of internal walls, internal dimensions of all rooms, drawing, dining, kitchen, w.c., bath room, passages, space, open terrace if any, as well as proportionate undivided share and interest in the stair case, passages, parking and all others common areas and facilities which comes to super built up area against each of the Apartment as described above. The sale of apartment in favour of prospective buyer/s and consideration amount payable shall be as per carpet area as shown in the building plan, however, the other additional areas are mentioned only for the purpose of calculation of share in common areas, services etc. The carpet area means the net usable floor area of an apartment/flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said apartment/flat but inclusive of partition walls.

NINETH: COMMON AREAS & FACILITIES AND RESTRICTED AREAS

(i) Notwithstanding anything contained herein before, the piece and parcel of land described in the para one above in this deed shall be common property of all the unit/apartment owners each having appropriate undivided share in the said land as mentioned in this deed without prejudice to any rights of the GRANTOR to allot any particular part/portion of land to any person/s.

(ii) The Ground floor, is meant for common parking for all apartment owners from first to sixth floor, however, the GRANTOR shall be free and at liberty to make suitable

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arrangement of parking space by allotting specific parking area to each of the said apartments.

(iii) The staircase/s, lift, passages etc. for approaching apartments shall be common.

(iv) One Sump and Overhead water storage tanks with pump arrangement and water sources, well, including corporation supply shall be common for this apartment scheme.

(v) Electric wiring arrangement throughout the building and necessary electric points, equipments in common areas.

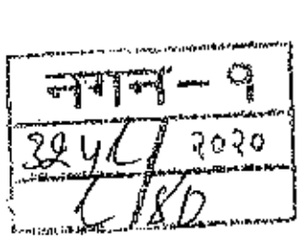
(vi) Borewell, Tanks, motor pump, main walls, columns, beams, roofs of the building as shown in the building plan.

(vii) The foundation and main walls, columns, girders, beans and top roof of the building as described in the plan with founds the part of this deed as exhibit 'A' attached hereto.

(viii) Any other equipments, machinery, assets for common use and beneficial enjoyment by all the apartment owner/s commonly shall be common.

(ix) The northeastern adjoining/connected open space/terrace with the flat/apartment No. 601 shall be exclusively usable open space/terrace by the owners of that flat/apartment No. 601 only and the northwestern adjoining/connected open space/terrace with the flat/apartment No. 602 shall be exclusively usable open space/terrace by the owners of that flat/apartment No. 602 only. Similarly, any adjoining/connected open space/terrace with any particular flat/apartment shall be exclusively usable open space/terrace by the owners of that particular flat/apartment only.

(x) The top most terrace/s (above sixth floor units/apartments) shall be common for all apartment owners, however, the GRANTOR shall be at liberty to reserve any portion of land or ground or terrace for allotment to any person for any purpose to which no apartment owner shall have any claim or objection. The GRANTOR and/or his agents, authorized person/s shall have full rights to approach the terrace and/or any specific part/portion of ground floor for any purpose by using common passages, staircase etc. Similarly, the GRANTOR shall be at liberty to reserve any portion of land or ground for allotment to any person for any purpose to which no apartment owner shall have any claim or objection. The GRANTOR and/or his agents, authorized person/s shall have full rights to approach the terrace and/or any specific part/portion of ground floor for any purpose by using common passages, staircase etc. The rights to use the open space and/or the terrace herein before contained, if allotted by the GRANTOR to any person/s, shall be used as open space/open terrace only and nobody shall be entitled





to make any construction work of permanent nature. The respective owner/s or occupant/s shall be liable to allow access to the GRANTOR or his agents or any other authority in or to such open space/terrace for clearing of chock up of lines, water supply, electricity arrangement or for any other purpose as may it be required from time to time. The GRANTOR, besides such reservation, shall be further free and entitled to make any reservation as to use of open space or terrace in any other way as may be deemed suitable at any time. The area of flats, common services, undivided share, terrace, open space etc., is only approximate which may be somewhat more or less. The GRANTOR reserves rights to club/combine any one or more apartments or divide any apartment in to several apartments, accordingly the undivided share shall be worked out.

TENTH: Each of the Flat/Apartment owner shall have right, title and interest in the general common areas and facilities of the building listed in above paras, subject to reservations made here in before or to be made otherwise by the GRANTOR. That each apartment owners have right of vote in meeting of the **AMRAPALI PHASE-II** OWNERS ASSOCIATION and the value of the vote of each apartment owners shall be taken to the one for the purpose of representation in the general as well as in all the meeting of the association. The representation in the all meetings shall be in accordance with the provisions of the bye laws of the association attached herewith as EXHIBIT-'B'.

ELEVENTH: That the administration of the **"AMRAPALI PHASE-II"** Owners Association" consisting of the building described in the para 8 above and the parcel of the land described in para 1 above shall be in accordance with the provisions of this deed and the bye laws attached herewith as EXHIBIT-'B'.

TWELVETH: That the parcel of land and building consisting of various self-contained residential apartments as declared and submitted to the plan of Maharashtra Apartment Ownership Act,1970 and the plan of Apartment ownership is hereby constituted under and subject to the provision of the said Act, so that the apartments on all the floors may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to the common area and the facilities of the building and each apartment owners will have exclusive and particular rights, title and interest over his/her apartments in addition to the specified undivided interest in the common area and facilities.

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THIRTEENTH That for the purpose of stamp duty and registration fees to be imposed on this deed in the registrar of Deed of Declaration and the Deed of Apartment under section 13(5) of the said Act, upon the value of the **"AMRAPALI PHASE-II"** CONDIMINIUM is distributed, however, the stamps duty shall be paid upon execution & registration of flats/apartments individually as per law.

FOURTEENTH That the area of flats/Apartments as well as area of common areas, undivided share in land is approximate only. The GRANTOR reserves rights to revise the presently sanctioned plan and consume the full F.S.I. as presently available or which may be made available under any scheme and in case of increase in F.S.I., the area of undivided share in land shall stand reduced accordingly. The common facilities shall be at the separate propionate cost of all the flat owners.

FIFTEENTH That each apartments owner shall comply with the provisions of this deed and the provision of the bye laws, decision, resolution of the association of the apartments owners or their representatives and failure to comply with any such provision, decision, or resolution shall be a ground for action to recover the sums as damages and/or relief's of injunction.

SIXTEENTH That dedication of the property to the plan of Maharashtra Apartment Ownership Act, 1970 herein shall not be revoked from the plan of the Apartments Ownership or from any of the provisions herein be amended unless all the apartments owners have unanimously agreed and resolved to such revocation or amendment or removal of the property from the plan of the Apartment Ownership by duly registered Deed or Instrument. However, unless and until are the Apartment are sold out and sale deeds executed, the GRANTOR, shall be entitled to make any corrections/amendment in this deed.

SEVENTEENTH That the apartments owner shall not exempt himself/herself from the liabilities of his/her share of expenses towards the common maintenance of the building by waiver of use or enjoyment of any general common areas and facilities or by the amendment to his/her apartments.

EIGHTEENTH That all sums assessed by the association but remains unpaid for the share of common areas and facilities or for the share of common expenses and maintenance chargeable to any apartments in the condominium shall

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constitute a charge on the apartments prior to all charges except (i) Charge of any payment of Govt. dues or Corporation Taxes or both (ii) the charge of all unpaid sums on mortgage of apartments.

NINETEENTH That, all the present or future owners, tenants, or future tenants or any other persons who might be using the facilities of the building in any manner are subject to the provision of this deed and mere acquisition or rental value of any apartments the building or mere act of occupancy of any of the said apartments shall signify that the provisions of this deed and bye laws are accepted and ratified.

TWENTEETH That, the apartments owner shall have absolute rights to lease out their respective apartments on lease, leave license, or on care taker basis provided he should incorporate a covenant in the said deed to the effect that the lease or licensee or care taker agreement is subject to the provisions of this deed and bye laws at EXHIBIT-B attached hereto.

TWENTY FIRST That, if the property which is dedicated and or submitted to the plan of the Maharashtra Apartment Ownership Act,1970 by way of this Deed of declaration is totally or substantially destroyed or damaged, then in such event reconstruction or disposition of the property shall be in accordance with the provisions of the Maharashtra Apartment Ownership Act,1970.

TWENTY SECOND That, in case if any apartments is sold by the mortgage in exercise of his powers of sale under the mortgage deed or by a court in execution of degree in the suit against the said Apartment owner, then the Mortgage or Purchaser who derived the title to such apartments at such shall be liable for the sum assessed by the association which are found due against such apartments owner and the Mortgage or the Purchaser shall not prevent the Association from claiming the same.

TWENTY THIRD That, the Association of Apartment owners shall be at liberty to obtain the property Insurance of the entire building of the apartments but without prejudice to the rights of the owner to obtained the individual apartments Insurance.

TWENTY FOURTH That, the Insurance premium for any blanket Insurance coverage shall be a common expenses to be paid by monthly assessment levied by the Association of the apartments owners and that such payment shall be kept in

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a separate account of the Association and solely for the payment of blanket Insurance premium which becomes due.

IN WITNESS WHEREOF The GRANTOR do hereby set his hand and signed this **DEED OF DECLARATION** on the day, month and year first above written in the presence of the following attesting witnesses.

WITNESSES

M/S. JARRY PROFITS, A partnership firm,

Through partner/s –

Adv. Sonny Sharma

1. _____





i. _____

SHRI ANIL S/O. TARACHAND WADHWANI



2. _____

ii. _____

SHRI RAJESH S/o. MULCHAND BATWANI

(THE GRANTOR)

Drafted as per the instructions & documents of parties.

OM HARIRAMANI
ADVOCATE
"HARIRAMANI ASSOCIATES"
12A, 3rd Floor, NMC Complex, J.B. Wing,
Mangalwari, Sadar, NAGPUR – 01.
Ph. 9326444422, 9325557700,
Mo.- 9373107039.
Email: adv.om_hariramani@rediffmail.com

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Nagpur Improvement Trust

PBX No : 2531431
2531432

APPENDIX 'D'

(Regulation No.6.6.1)

Form for Sanction of Building Permit & Commencement Certificate

2017033956

Name of the Person	मे. जैरी प्रोफिट तर्फे भागीदार अनिल ताराचंद वाधवानी
Address of Applicant	रा झि. टाकळी नागपूर
Permit No. :	B.E (NORTH)/ Case No. AB-120170324176/ Tracking No 2017033956/ 1960 Date : 27/08/2019
Site of Proposed Work, Plot No. :	R2
Mouza & Khasra :	Nari-41/2,46,50
Layout Name :	MZ-NARI,KH NO 41/2,46,50

Sir, With reference to your application number AB-120170324175 dated 24-MAR-2017 for the grant of sanction of Commencement Certificate under section 45 & 69 of M.R. & T.P. Act 1966 to carry out development work/ and building permit under section 45 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 so as not to contrivence any of the building Regulation/Development Control Rules of Nagpur City/RP.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 certifcate 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 mitmation regarding completion of construction upto plinth level should be given in the Form as in Apendix "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 licenced surveyor/Architect/Engineer who has supervised the construction, shall furnish a building completion certificate to the Chairman, NIT in the form in appendix "J".This certificate shall be accompanied by 3 sets of plans of completed development.The Chairman, NIT after inspection of 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 and applicances and lifts in working order or who interferes with or obstructs any person in the discharge of his 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 26 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 or 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 easementary rights connected there with.

17. The permit holder is not allowed to collect earth/materials from or through Nagpur Improvement Trust land and road sides without permission in writing from Chairman who may grant it on such terms and conditions as may deem fit Where such permission has been granted such use shall not be an obstruction or be a hinderance to the road user. The excavated material/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 if 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 15 Nos. of shady trees under the provisions of Maharashtra (Urban Area) Reservations of Tree Act,1975.

19. This sanction is subject to the condition that drinking water and sewerage disposal is not guaranteed 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 delivery boxes should be installed at easily accessible place on ground floor.

22. Neccessary arrangement for rain water harvesting shall be done

23. Keeping Safe Horizontal & Vertical distances from H.T/L.T Lines for Proposed Construction as per Table No. 3 of D.C.R. 2000 and as per Clause 60 of Indian Electricity Rules 1956

Enclosure : ~~One Copy~~ One Set of Sanctioned Plan

2017033058

Date of Generation : 20/08/2019

(S.S.KASHYAP)
Building Engineer (N)
Nagpur Improvement Trust
Nagpur, Dated

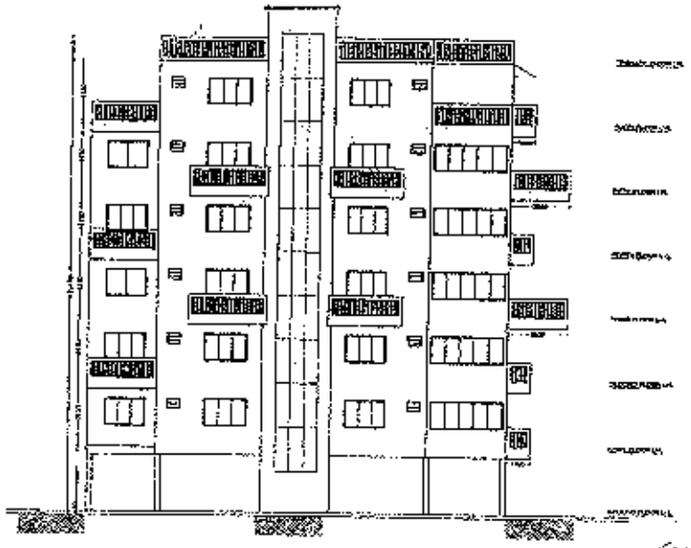
Copy to : -

1. The Divisional Officer, North Division Vaishali Nagar Nagpur, Nagpur Improvement Trust for information with a copy of sanction plan (enclosed herewith) for record

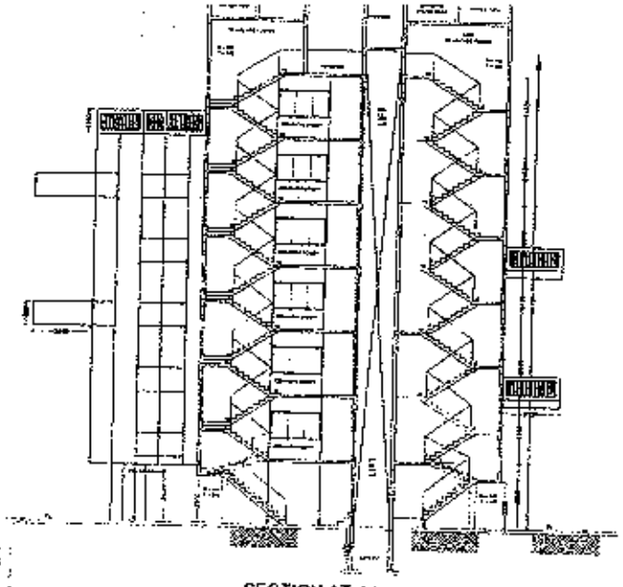
Subject to the Condition of No Objection
Certificate of chief fire officer NMC- Dt. 13/6/2017

(S.S.KASHYAP)
Building Engineer (N)
Nagpur Improvement Trust
Nagpur

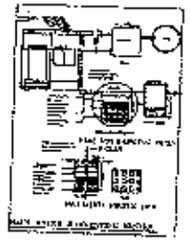
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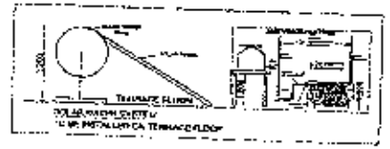


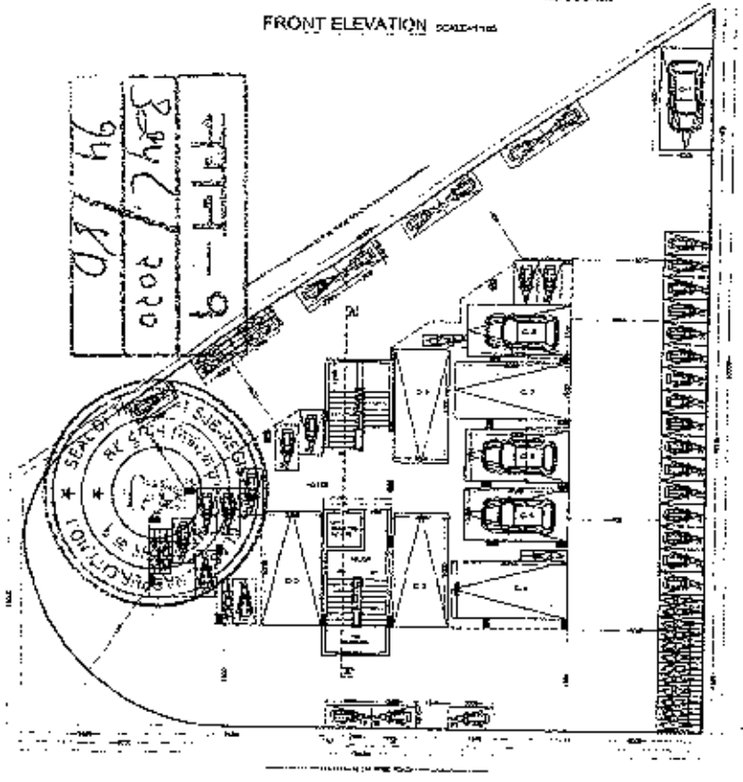
FRONT ELEVATION



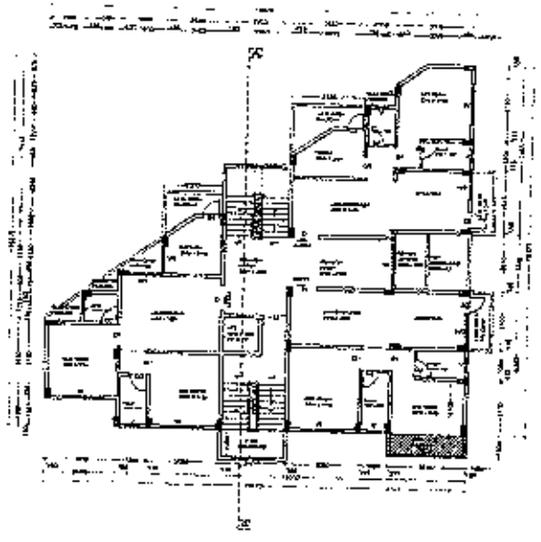
SECTION AT A/A



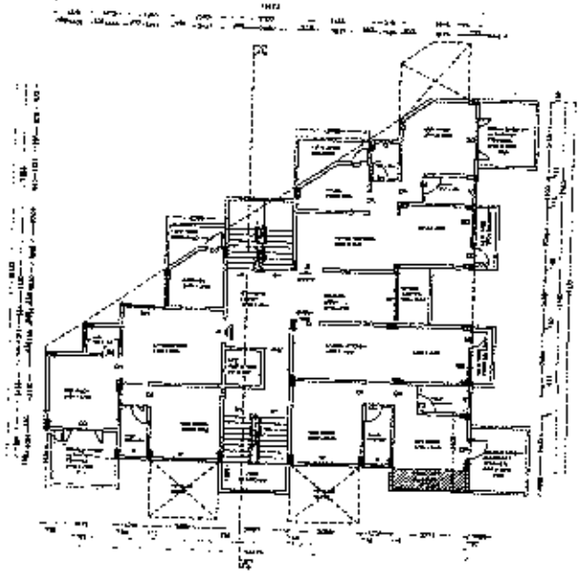




GROUND FLOOR PLAN



FIRST FLOOR PLAN



TYPICAL 2ND & 4TH FLOOR PLAN

PLAN SHOWING PROPOSED CONSTRUCTION OF MULTI FAMILY RESIDENTIAL DWELLING UNIT ON PLOT NO. 112, KH NO. 50, SHEET NO 92/55, CITY SURVEY NO. 415, MOUZA-KAPIL TAHSIL - NAGPUR BELONGING W/S JARRY PROFIT THROUGH PROPRIETO SHRI ANIL TARACHAND WADHWANI & SHRI RAJESH MULCHAND BATHANI

SCHEDULE OF OPENING

CODE	SIZE	SILL LVL	LTL LVL	
W1	1800 x 1200	450	2700	FIX GLAZED W
W2	1500 x 1200	750	2700	FIX GLAZED W
W3	1200 x 1200	1200	2700	FIX GLAZED W
V	600x 750	------	2100	LOUVRED VENT
D	915 x 2100	------	2100	T. W. DO
D1	900 x 2100	------	2100	T. W. DO
D2	750 x 2100	------	2100	T. W. DO
FD	1045 x 2100	------	2100	FIRE DO
PD	GLASS	------	2100	FULLY GLAZED W

AREA STATEMENT

AREA STATEMENT	SQ.M
PLOT AREA	627
PROPOSED FSI	1
ADDITIONAL 30% EXTRA FSI	188
TOTAL NET B/UP AREA	815
B/UP AREA AT GROUND FLOOR	0
TOTAL B/UP AREA ON GROUND FLOOR	0
B/UP AREA AT FIRST FLOOR	150
TOTAL B/UP AREA ON FIRST FLOOR	150
B/UP AREA AT SECOND FLOOR	150
TOTAL B/UP AREA ON SECOND FLOOR	150
B/UP AREA AT THIRD FLOOR	150
TOTAL B/UP AREA ON THIRD FLOOR	150
B/UP AREA AT FOURTH FLOOR	150
TOTAL B/UP AREA ON FOURTH FLOOR	150
B/UP AREA AT FIFTH FLOOR	150
TOTAL B/UP AREA ON FIFTH FLOOR	150
B/UP AREA AT SIXTH FLOOR	63.7
TOTAL B/UP AREA ON SIXTH FLOOR	63.7
TOTAL B/UP AREA ON ALL FLOORS	813.8

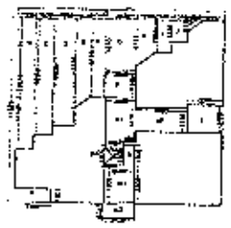
REFERENCE

PLOT BOUNDRY SHOWN IN THUS

PROPOSED CONSTRUCTION SHOWN IN THUS

SUBMISSION DWG.

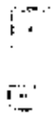
Note - ALL DIMENSIONS ARE IN MM



AREA KEY PLAN OF BMP AREA ON TYPICAL 1ST TO 4TH FLOOR SCALE=1:200



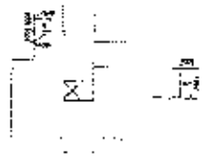
AREA KEY PLAN OF BMP AREA ON 5TH FLOOR SCALE=1:200



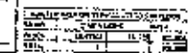
PREMIUM AREA AT GROUND FLOOR SCALE=1:200



AREA KEY PLAN OF BALCONY AREA ON TYPICAL 1ST TO 4TH FLOOR SCALE=1:200



AREA KEY PLAN OF BALCONY AREA ON 5TH FLOOR SCALE=1:200



Subject to the Condition of the Objection Certificate of Height issued vide NMC Dt. 31/10/2017

BUILT UP AREA ON 5TH FLOOR			
SR.NO	DIMENSIONS		AREA
FLOOR	35.230 M	13.725	129.360
TOTAL			129.360
DEDUCTIONS			
A	LIFT	4.200	10.500
B			6.000
C	1.100 M	2.300	2.530
D	4.800 M	3.100	14.880
E	3.150 M	3.100	47.250
F	3.350 M	3.450	22.360
G	2.400 M	3.100	7.440
H	1.200 M	3.450	4.140
I	1.100 M	2.300	2.530
J	3.900 M	4.300	17.940
K	4.900 M	2.300	10.370
L	1.400 M	1.700	2.380
M	1.100 M	1.800	1.980
N	2.000 M	3.100	6.200
TOTAL			1.250.00
NOMINAL BUILT UP AREA ON 5TH FLOOR			65.740
REPAIRABLE BALCONY AREA			
25 % OF		48.240	12.060
PROPOSED BALCONY AREA			
PROPOSED OPEN BALCONY			
	3.200 M + 1.200 M = 4.400 M (LTR)		3.300
	1.400 M	2.400	3.360
TOTAL			6.660
PREMIUM AREA ON 1ST FLOOR			
	2.400 M	2.300	5.520
	2.600 M	4.300	11.180
	4.600 M	2.300	10.580
	1.450 M	1.800	2.610
	2.400 M	3.600	8.640
	1.300 M	3.700	4.810
TOTAL			43.340
DEDUCTIONS			
	1.300 M	1.800	2.340
TOTAL			2.340
TOTAL PREMIUM AREA ON 1ST FLOOR			41.000
PREMIUM AREA ON SECOND FLOOR			
	2.500 M	3.100	9.300
	1.800 M	1.800	3.240
TOTAL			12.540

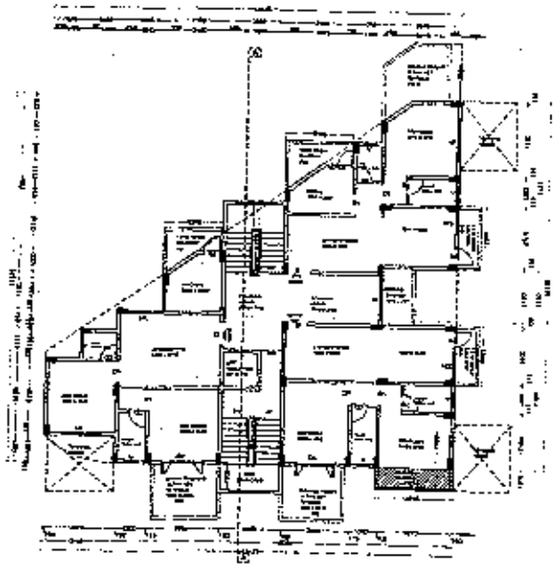
PARKING AREA STATEMENT			
NORMS	CAR (NOS.)	SCOOTER (NOS.)	CYCLES (NOS.)
CARPET AREA BETWEEN 40-100 SQ.M. @ 1 UNIT	1	1	1
CARPET AREA MORE 100 SQ.M. @ 2 UNIT	2	2	2
PROPOSED	CAR (NOS.)	SCOOTERS (NOS.)	CYCLES (NOS.)
CARPET AREA BETWEEN 40-100 SQ.M. @ 1 UNIT	14	49	15
CARPET AREA MORE 100 SQ.M. @ 2 UNIT	1	1	2
TOTAL PARKING REQUIRED	9	22	17
VERTICAL	VERTICAL	NOS.	AREA
TYPE	AREA		(SQ.M.)
CAR (BIG)	22.500	5	43.500
CAR (SMALL)	10.500	4	54.000
SCOOTER	3.000	14	54.000
CYCLE	1.000	17	17.000
TOTAL STILT PARKING AREA PROVIDED			168.500
ADDITIONAL 5% VISITORS PARKING			9.245
PROPOSED VISITORS PARKING			10.000
ADDITIONAL VISITOR PARKING	0	4	5

TOTAL PROPOSED :- CAR = 5 , SCOTR , CY = 21

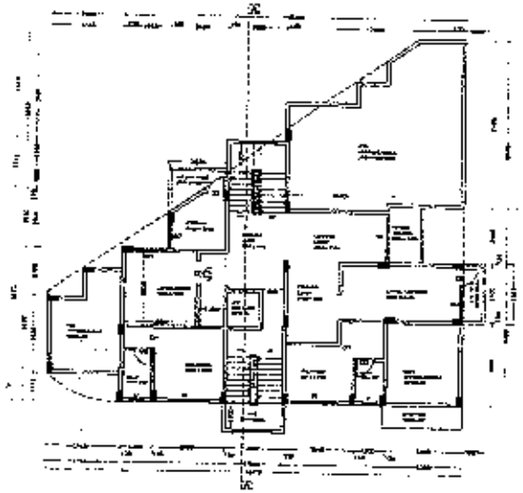
PERMISSIBLE PREMIUM AREA	
20 % OF 41.000	8.200
PROPOSED PREMIUM AREA	
PREMIUM AREA ON GROUND FLOOR	12.060
PREMIUM AREA ON FIRST FLOOR	20.700
PREMIUM AREA ON SECOND FLOOR	20.700
PREMIUM AREA ON THIRD FLOOR	20.700
PREMIUM AREA ON FOURTH FLOOR	20.700
PREMIUM AREA ON FIFTH FLOOR	20.700
PREMIUM AREA ON SIXTH FLOOR	40.500
TOTAL PREMIUM AREA ON ALL FLOORS	165.060

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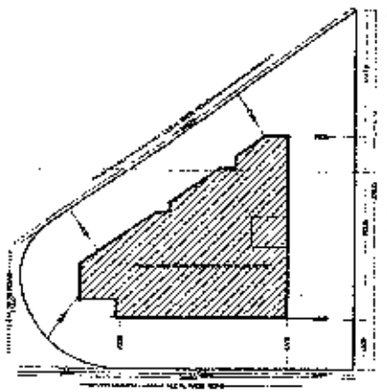
ROOF RAINWATER HARVESTING SYSTEM SHOULD BE PROVIDED WITH PLOT AREA



TYPICAL 3RD & 5TH FLOOR PLAN



SIXTH FLOOR PLAN



SITE PLAN

PLAN SHOWING PROPOSED CONSTRUCTION OF MULTIFAMILY RESIDENTIAL DWELLING UNIT, ON PLOT NO. 82, KH.NO. 53 SHEET NO 92/5/5, CITY SURVEY NO 415, MOUZA- NAIR, TAH/ DIST – NAGPUR

BELONGING TO M/S JARRY PROFIT THROUGH PROPRIETOR SHRI AMAL TARACHAND WADHWANI & SHRI RAJESH MULCHAND BATWANI

2/2

SCHEDULE OF OPENINGS

CODE	SIZE	SILL LVL	T.O. LVL	REMARKS
W1	1400 x 1200	300	2100	ALUMINIUM WINDOW
W2	1200 x 1200	300	2100	ALUMINIUM WINDOW
V	1200 x 900	1200	2100	VENTILATED WINDOW
V1	600 x 900	1200	2100	VENTILATED WINDOW
D	1000 x 2100	------	2100	UNPAINTED WOOD DOOR
D1	900 x 2100	------	2100	P.V.C. DOOR
D2	750 x 2100	------	2100	P.V.C. DOOR
FD	1000 x 2100	------	2100	FIRE DOOR
FG	VARIES	------	2100	GRILL GLASS WINDOW

AREA STATEMENT :

PERMISSIBLE TENEMENT DENSITY
- = PERMISSIBLE BMP AREA / 40
- = 815.10 / 40
- = 20.377 SAY 20 NOS.

PROPOSED TENEMENT
- = 1ST+2ND+3RD+4TH+5TH+6THFL
- = 3+3+3+3+3+2
- = 17 NOS.

PERMISSIBLE FSI = 1
PROPOSED FSI = 813.671 = 815.10 = 0.998

REFERENCE :

PLOT BOUNDRY SHOWN IN THUS
PROPOSED CONSTRUCTION SHOWN IN RED

SUBMISSION DWG.

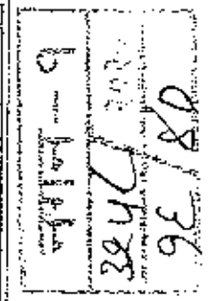
Architect & Engineer: Ar. LOKESH M. KACHI, C.O.A. No. : CA / 2007 / 30291

Client's Sign: M/S JARRY PROFIT THROUGH PROPRIETOR SHRI AMAL TARACHAND WADHWANI & SHRI RAJESH MULCHAND BATWANI

Note - ALL DIMENSIONS ARE IN MM

Architecture Planning Interiors





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EXHIBIT-B

BYE LAWS OF "AMRAPALI PHASE-II"

CONDOMINIMUM

CHAPTER-I

1. SHORT TITLE AND APPLICATION

(a) Bye-Laws may be called as the Bye Laws of **"AMRAPALI PHASE-II"** Condominium/Association.

(b) The provisions of this Bye Laws shall apply to all the present or future owners, tenants, future tenants or any other persons who might be using the facilities of the said condominium building in any manner and are subject to the regulations set forth in this Bye Laws.

(C) The mere acquisition of any of the Apartment on ownership, on rental, on leave license or on care taker basis in building of the condominium/Association will signify that this Bye laws are accepted and the same will be compiled with.

2. DEFINITIONS –

In these Bye laws unless the context requires otherwise:-

(a) "Act" means the Maharashtra Apartments Ownership Act, 1970.

(b) "Association" means the Association of all the Apartment owners constituted by such owners for the purpose of maintenance, welfare of the members of the members of the **"AMRAPALI PHASE-II"**, Condominium/Association.

(c) "Board" means a board of managers/ members consisting of fine persons all of whom shall be the owners of the Apartments in the said building of the Association.

(d) "Building" means the building standing on ALL THAT piece and parcel of land admeasuring 627 Sq. m. (6749 Sq. Fts), marked as "R2", out of Khasra No. 53 out of total retainable land area admeasuring about 1500 Sq. m., City Survey No. 415, Sheet No. 920/55 of Mouza – Nari, corresponding to Municipal Corporation House No. 2165/R-2, Ward No. 57, situated at Sugat Nagar, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil and District – Nagpur, known and styled as **"AMRAPALI PHASE-II"**, and includes the land forming part thereof subject to declaration deed.

(e) "Declaration" means the declaration which the owners & the builder of the building has executed and registered as provided in section Two of the said Act.

(f) "Majority of Owners" means owners holding 51% of vote in accordance with the percentage assigned in the Deed of Declaration.

(g) "Section" means a section of the said Act.

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(h) "Terrace" means the top most terrace (presently outer roof of Sixth floor).

(i) "Unit" means a family unit/Apartment in a building known and styled as "**AMRAPALI PHASE-II**".

3. **MEMBERS OF ASSOCIATION**

(a) All persons who have purchased apartments in the newly constructed building and the same is duly submitted to the plan of Maharashtra Apartment Ownership Act,1970 by executing and registered a Deed of Declaration either by the respective Apartment owners jointly or by the sole owners. That all such Apartment owners shall automatically become the members of the Association and shall pay the entrance fees and shall purchase at least one share. That each Apartment owner will receive a copy of these Bye Laws on payment or otherwise as the association may decide.

(b) Upon any Apartment owners selling his Apartment or absolutely conveying the same by way of sale/gift/will or otherwise the purchaser/donee or beneficiary shall automatically become the member of the Association/Condominium and shall be admitted as a member on payment of entrance fees of to the Association/Condominium as may be prescribed. The shares held by the previous Apartment owners shall be transferred in the name of such Purchaser/Donee/Beneficiary on payment of such fee to the Association as may be prescribed.

(c) On death of an Apartment owner his/her Apartment shall be transferred to the person or persons to whom he bequeath the same by his/her will. In case if he has made any specific bequest of his Apartment. The name of the legatee or the name of the legal representative jointly shall entered in the Register maintained by the Association for the purpose of administration of the Association as the Apartment or joint Apartment owner. Where a legatee is minor, the Apartment owner shall be entitled to appoint a guardian of such minor.

4. **JOINT APARTMENT OWNERS**

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

5 **HOLDING OF ONE SHARE COMPULSORY**

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

6. **DISQUALIFICATION**

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No Apartment owner shall be entitled to vote on question of the election of member of the board or the President, Secretary, Treasurer or any 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 towards the common expenses for more than 30 days on last of the year preceding the year in which the election of the board would take place.

CHAPTER-II
VOTING QUORUM AND PROXIS

7. **VOTING :-** The voting shall be on a percentage basis and the percentage of the vote to which the Apartment owner is entitled is the percentage assigned to the family unit/Apartment as declared in the Deed of Declaration.

8. **QUORUM :-** Except as otherwise provided in these Bye Laws the presence in persons of a majority of owners shall constitute the quorum.

9. **VOTES TO BE CAST IN PERSON :-** Votes shall be cast in person.

CHAPTER-III
ADMINISTRATION

10. **POWERS AND DUTIES OF ASSOCIATION :-**

The Association will have the responsibility of administrating the **"AMRAPALI PHASE-II"** Owners Association approving the annual budget, establishing and collecting monthly assessment and arranging for the management of the Association in an efficient manner. Except as otherwise provided, resolutions of the Association shall require approval by a majority of owners, casting votes in person.

11. **PLACE OF MEETING**

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

12. **ANNUAL MEETING**

The First annual meeting of the Association shall be held in the presence of the existing members till then and thereafter the Annual Meetings of the Association shall be held on the First Sunday of March of each succeeding year. At all such meeting there shall be election by ballot of the Apartment owners Board in accordance with the requirement of bye-laws. The owners may also transact such other business of

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the Association as may properly come before them.

13. **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 board or upon a petition or application signed by a majority of the owners and having presented to the secretary, or at the request of the Housing Commissioner, or as the case may be, the Registrar or any Officer duly authorized by him in this behalf. The notices of any special meeting shall state the time and place of such meeting and the purpose thereof no other business shall be transacted at a special meeting except as such stated in the notice, without the consent of the majority of the owners present in personal in such meeting.

14 **NOTICE OF MEETING**

It shall be the duty of secretary to mail or send the notice of each annual, special or any other meeting, stating purpose thereof as well as the time and place where it is to be held at least two but not more than five days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye laws shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner or as the case may be the Registrar.

15. **ADJOURNED MEETING**

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

16. **ORDER OF BUSINESS**

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

(a) Roll Call

(b) Proof of notice of meeting or waiver of notice.

(c) Reading of minutes of previous meeting.

(d) Reports of Officer.

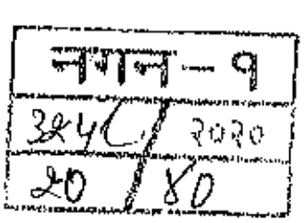
(e) Report on Housing Commissioner, or the Registrar or of the Officer duly authorized by them if present.

(f) Report of committees.

(g) Election of Board.

(h) Unfinished business, if any.

(i) New business.





CHAPTER-IV

BOARD OF MANAGERS

17. **MANAGEMENT OF ASSOCIATION**

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

18. **POWERS AND DUTIES OF BOARD**

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

19. **OTHER DUTIES**

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

(a) Care up keep and surveillance of the building known and styled as **"AMRAPALI PHASE-II"** of the Association and the common areas and facilities and the restricted common areas and facilities.

(b) Collection of monthly assessment from the owners.

(c) Designation, Employment, Remuneration and dismissal of the personal necessary for the maintenance and operation of the building of **"AMRAPALI PHASE-II" OWNERS ASSOCIATION**. The common areas and facilities and the restricted common areas and facilities.

(d) To prove for the manner in which the audit and accounts of the Association shall be carried out.

(e) To inspect the account kept by the secretary and the examine the registers and account books and to take steps for the recovery of all sums due to Association.

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

(g) To see the cash book is written up promptly and is signed in first week of every month by one of the members of the Board authorized in this behalf.

(h) To hear and deal with complaints.

20. **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 authorized including but not limited to the duties limited in bye laws No.21.

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21. **ELECTION AND TERM OF OFFICE**

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

22. **VACANCIES**

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

23. **REMOVAL OF MANAGERS**

At any regular or special meeting duly called any one or more of the managers may be removed within or without cause by an majority of the Apartment owners and a successors may then and thereby 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.

24. **ORGANISATION MEETING**

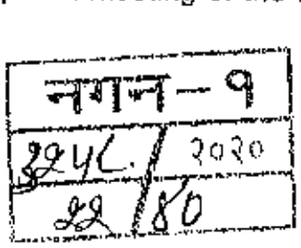
The first meeting of the newly elected Board shall be held within fifteen days from the election at such place as shall be fixed by managers at the meeting at which such managers were elected and so notice shall be necessary to the newly elected managers in order legally to constitute such meeting provided a majority of the whole Board shall be present.

25. **REGULAR MEETING**

Regular meeting of the Board may be held at such place as shall be determined from time to time by a majority of the managers but at least two such meeting shall be held during each year. Notice of regular meeting of the Board shall be given to each managers personally or by mail or by telegram at least 15 days prior to the day named for such meeting.

26. **SPECIAL MEETING**

Special meeting of the Board may be called by the president on 15 days notice to





each manager given personally or by mail or telegram, which notice shall state time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like the notice on the written request of the at least 2/3rd strength of the managers.

27. **WAIVER OF NOTICE**

Before of any meeting of the Board any manager, may in writing waive notice of such notice. Attendance by any manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the managers are present at any meeting of the Board no notice shall be required and any business may be transacted at such meeting.

28. **QUORUM**

At all meeting of the Board 75% of the total strength of Managers shall constitute a quorum for transaction of business, and the acts of the managers present at a meeting a which a quorum is present shall be acts of the Board. If any meeting of the Board there be less than a quorum present, the majority of these present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted without further notice provided there is a quorum present.

29. **FIDELITY BONDS**

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

CHAPTER-V
OFFICERS

30. **DESIGNATION**

The Principal Officers of the Association shall be a President, Vice President and Secretary all of whom shall be elected by and from the Board.

31. **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 office at the pleasure of the Board.

32. **REMOVAL OF OFFICER**

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Upon an affirmative vote of majority of the members of the Board any Officer may be removed either without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

33. **PRESIDENT**

The President shall be the chief executive officer of the Association. He shall preside at all meeting of the Board. He shall have all of the general powers and duties which are annually vested in the office of the President of an Association, including but not limited to the power to appoint committees from time to time as he may in his discretion decide to be appropriate to assist in the conduct of affairs of the Association.

34. **VICE PRESIDENT**

The Vice President shall take all the place of the president and perform his duties when the president shall be absent or unable to act, if neither the president nor the Vice President is able to act, the board shall appoint some other member of the board so as to act on interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon by him by the Board.

35. **SECRETARY**

(a) The Secretary shall keep the minutes of the Board and the minutes of all the meeting of the Association. He shall have charge of such books and papers as the board may direct, and he shall in general perform all the duties incidental to the office of the Secretary and also.

(b) The Secretary shall be responsible for the Association funds and securities and shall also be responsible for keeping full or all of receipts and disbursements in book belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable assets in the name and to the credit of the Association as may from time to time be designated by the Board.

CHAPTER-VI

OBLIGATIONS OF THE APARTMENT OWNERS

36. **ASSESSMENTS**

All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the **"AMRAPALI PHASE-II"** OWNERS AASSOCIATION, which may include an insurance premium for a policy to cover, repair and reconstruction work, in case of hurricane fire, earthquake or other hazard or calamity. The assessments shall be made appropriate according to the value of

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the unit owner as stipulated in the deed of Declaration. Such assessments shall include monthly payments general operating Reserve fund replacement.

37. **MAINTENANCE AND REPAIRS**

(a) Every owner perform promptly all maintenance and repair work within his own unit, which if committed would affect the building indirectly or in part belonging to other owner, being expressly responsible for the damages liabilities that his failure to do so may endanger.

(b) All repairs of internal installations of the unit such as water, lights, fans, powers sewage, sanitary installations, doors, windows, lamps, and other accessories belonging to the unit area shall be at the expenses of the Apartment owner concerned.

(c) An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area and facility damage through its fault.

38. **USE OF FAMILY UNITS INTERNAL CHARGES**

(a) All flats shall be utilized for residential purpose except the shops.

(b) Any person shall not make any structural, modification or alterations in his unit or installation located therein without previously notifying the Association in writing to the President of the Board if no manager is employed. The Association shall have the obligations to answers within 30 days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, alteration, installation.

39. **USE OF COMMON AREA AND FACILITIES AND RESTRICTED COMMON AREAS AND FACILITIES** :

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

40. **RIGHTS OF ENTRY**

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

(b) An owner shall permit owners or their representatives when so required to enter his unit for the purpose of performing installations, alterations or repair to the mechanical or electrical services provided that request for entry should be made in advance and

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that such entry is at a time convenient to the owner. In case of any emergency, such right of entry shall be immediate.

41. **RULES OF CONDUCT**

(a) No resident of **"AMRAPALI PHASE-II" OWNERS ASSOCIATION** shall post any advertisement or posters of any kind in or on the building except is authorized by the Association.

(b) Resident shall exercise extreme care about making noises or the use of amplifiers that may disturb other residents keeping domestic animals shall abide by the municipal sanitary bye laws and regulations.

(c) It is prohibited to hang garments, rags etc. from the windows, balconies or from any of the facades of the building of Association.

(d) It is prohibited to dust rugs etc. from the windows or to clean rugs etc. by beating an exterior part of the said building of Association.

(e) It is prohibited to throw the garbage or dirt water outside the disposal installations provided for such purpose in service areas. If such installation is not provided all garbage trash shall be collected in a vessel and be thrown in the municipal dust-bin.

(f) No owner resident or lessee shall ring for electrical or telephone installation, television antenna, machine or air conditioning units etc. on the exterior of the building of association or protrude through the walls of the roof of that building except as authorized by the Association.

CHAPTER-VII
FUNDS AND THEIR UTILISATION

42. **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 from 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 determines on this behalf.

43. **AFFILIATION**

The affiliation should be by any federation of Apartment owners in the locality in which the building of the Apartment Owners Association is situated. The Association may and pay the sum from time to time payable to such federation under the rules thereof.

44. **INVESTMENTS**

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

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(a) In the Central Co-operative Bank or State Co-operative Bank or

(b) In any co-operative Bank other than these referred to in clause (a) of this bye-laws.

45. **ACCOUNTS**

(a) A banking account shall be opened by the Association into which all moneys received on behalf of the Association be paid provided that if the Secretary think to retain some amount he may retain in his personal custody an amount not exceeding Rs.500/- for petty expenses. All payments above Rs.1000/- shall be made by cheque signed by the Secretary and one member of the Board.

(b) Each apartment owner shall have a pass book in which the Secretary shall enter amounts paid to or received for his share in receipt of profits from common areas and contributions towards common expenses, and this share of assessment and other dues if any in respect of his Apartment.

(c) The Association shall on or before 15th March in each year published an audited annual financial statement in respect of the common areas and facilities containing.

(d) The profits and loans account.

(e) The receipts and expenditure of the previous financial years and

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

(g) The audited financial statement shall be open to the inspection of the members of the Association during office hours and in the office of the Association and a copy thereof shall be submitted to the competent authority not later than 15th April every year.

(h) Every financial year statement shall be accompanied by a complete list of Apartment owners. There shall also accompany the financial statement a similar list of loans. The financial statement shall state up to what date profit and expenses of common areas are included.

46. **PUBLICATION OF REPORTS AND ACCOUNTS**

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

47. **APPOINT OF AUDITOR**

The Association shall appoint at its general meeting an auditor who shall audit the accounts of the Association to be prepared by the Board as herein before provided and shall examine the annual returns and verify the same with the accounts relating thereto and either sign as found by him to be correct duly vouched and in accordance with law or specially reported the Association in what respect he finds it incorrect untouched or act in accordance with law.

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48. **POWER OF AUDITOR**

The auditor shall be entitled to call for and examine any prepared and or documents belonging to the association relating to the common areas and facilities including limited common areas and shall make a special report to the Association upon any matter connected with the account which appears to him to require notice.

CHAPTER-VIII
MORTGAGES

49. **NOTICE OF 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 manger be named and address of his mortgages and the Association shall maintain such information's in a book entitled "Mortgages of Units".

50. **NOTICE OF UNPAID ASSESSMENT**

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

CHAPTER-IX

51. **COMPLIANCE**

These bye laws are set forth to comply with the requirements of the MAHARASHTRA APARTMEEENT OWNERSHIP ACT,1970. In case any of these byelaws conflict with the provisions of the said act it is hereby agreed and accepted that the provisions of the Act will apply.

52. **SEAL OF THE ASSOCIATION**

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

CHAPTER-X
AMENDMENT TO THE PLAN OF APARTMENT OWNERSHIP

53. **AMENDMENT TO THE BYE LAWS**

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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% of the total value of all units in the building of the Apartment owners Association as shown in the declaration.

M/S. JARRY PROFITS, A partnership firm,

Through partner/s –



i. _____

SHRI ANIL S/O. TARACHAND WADHWANI





ii. _____

SHRI RAJESH S/o. MULCHAND BATWANI

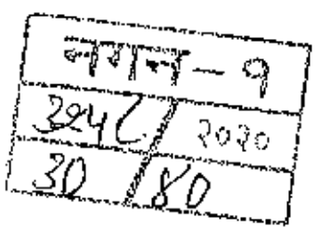


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४१५	४.५४.८	शेतीकडे	

सुविधाधिकार

धारक सन १९७२--
हक्काचे मूळ (उपलब्ध असल्याप्रमाणे)

पट्टेदार--

इतर भार--

इतर शेरे--

दिनांक	व्यवहार	नोंदणी बुक व क्रमांक	नवीन धारक (धा) पट्टेदार (प) इतर भार (भा)	शाखांकन
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R2 Dixit Nagar

कार्यालय :- नगर भूमापन अधिकारी क्र २ नागपूर

मौजा :- नारी ग.का.नं. :-

न.भू.क्र. :- ४१५ पु.भि.प.क्र. :-

दिनांक	व्यवहार	नोंदणी खंड व क्रमांक	नवीनधारक (धा) पटटेदार (प) इतर भार (भा)	साक्षांकन
५।१२ २०१६	खरेदीने:- श.दु.क्र.६५३८ दि.८।१०।१६ अन्वये दस्तिक मे जैसी घोषित तपे भागीदार विनयकुमार वडतकर एफ. कंपनी तर्फे भागीदार श्री अनिष मुलचंद पाचवानी श्रीमती दिनेश गवा. दिपकुमार चंदनमल आमेचिया यांचेकडुन खरे पर क्र.२८ येन ४२५.०० चौ.मी. पैकी ४२५.०० चौ.मी. क्षेत्रावर खरेदी कुलमुखत्यार नोंद दर्ज	क्षाखल श्री राजेश मुलचंद पटवानी	के.क्र. ९१०१८

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वरीलप्रमाणे

दिनांक ६/१२/१६

निरीक्षक
भूमापन अधिकारी क्र २
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विद्युत पुरवठ्याच्या तांत्रिक विभागाचे काम /
घरगुती ऑफिस वापर साठी देण्यात येत नाही.

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कर व कर आकारणी विभाग नागपूर

(हि रसिद 01/04/2016 पासून 31/03/2017 पर्यंतची वापरली जाईल त्यापुढे वापरल्यास ती खोटी समजावी)

रसीद क्रमांक : 09/2016-17/0105049 मोहल्ल्याचे नाव : 2165/R-2, INDORA BLOCK 2

घर क्रमांक : 2165/R-2

इंडेक्स क्रमांक 057863586 (Zone:9 Ward:57)

घर मालकाचे नाव : SHRI PRATEEK S/O VIPIN KUMAR,SMT SHAFALI W/O PRATEEK KUMAR

पहियाटदाराचे नाव

तारीख पासून : 01-04-2016 ते 31-03-2017 पर्यंत

(If payment is made by cheque this receipt is valid subject to realization of cheque)

करापे नाव/ Details of Tax	बकाया/ Arrears	चालू/ Current	शेरा/ Remarks
सामान्य कर (General Tax)	19,483.00	3,128.00	
पाणी कर (Water Tax)	0.00	0.00	
मलजल कर(Sewerage Tax)	10,236.00	1,706.00	
प्रकाश कर (Light Tax)	710.00	0.00	
आग्नी सेवा कर (Fire Service Tax)	852.00	142.00	
मलजल लाभ कर (Sewerage Bene. Tax)	142.00	142.00	
पाणी लाभ कर (Water Bene. Tax)	142.00	142.00	
पथ कर (Street Tax)	142.00	142.00	
विशेष सफाई कर (Special Conservancy Tax)	0.00	0.00	
मनपा शिक्षण उपकर(Municipal Education Tax)	142.00	142.00	
सेवा शुल्क (Service Charge)	0.00	0.00	
नोटिस फी (Notice Fee)		0.00	
वारंट फी(Warrant Fee)		0.00	
विविधोल (Misc.)	0.00	0.00	
शा.शि.कर (Educn. Cess)	5,118.00	853.00	
रोजगार हमी कर (E.G.S. Cess)	0.00	0.00	
मोठया निवासी इमारतीवरील अधिकराचा कर (Tax on Larger Residential Properties)	0.00	0.00	
सुट (Rebate)		63.00	
एकूण(Grand Total)	36,967.00	6,334.00	43,301.00

एकूण रक्कम अक्षरी रू (In words total Rs.) Rupees Forty Three Thousands Three Hundred One Only

Received Cash: 43301

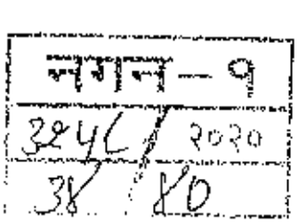
दिनांक : 29/09/2016

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Please visit website http://www.mcnagpur.gov.in

Full Sign Total

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आयकर विभाग
INCOME TAX DEPARTMENT

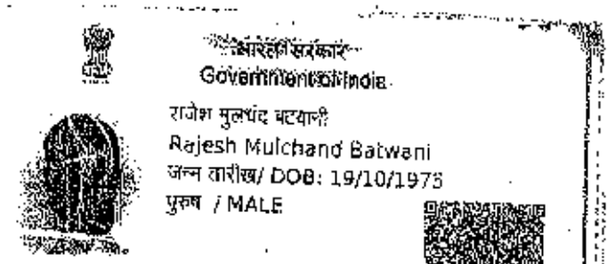
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GOVT. OF INDIA

JARRY PROFITS

30/08/2007

Permanent Account Number

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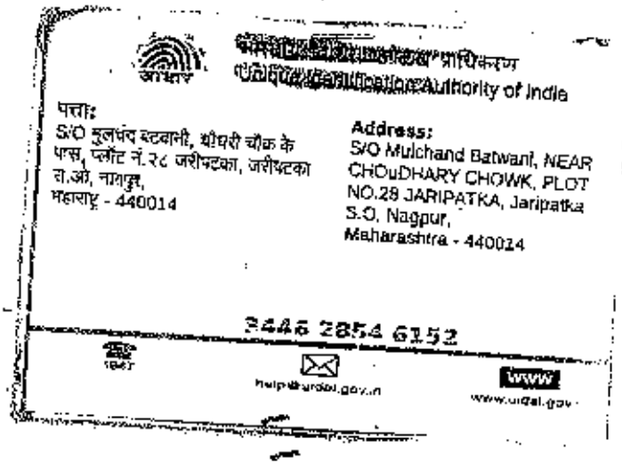


भारत सरकार
Government of India

राजेश मुलचंद बटवानी
Rajesh Mulchand Batwani
जन्म तारीख/ DOB: 19/10/1975
पुरुष / MALE

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माझे आधार, माझी ओळख



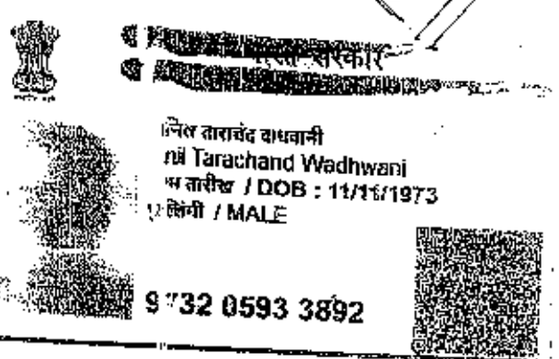
भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पत्ता:
S/O मुलचंद बटवानी, चौधरी चौक के पास, प्लॉट नं.२८ जरीपटका, जरीपटका डा.ओ, नागपुर, महाराष्ट्र - 440014

Address:
S/O Mulchand Batwani, NEAR CHOuDHARY CHOWK, PLOT NO.28 JARIPATKA, Jaripatka S.O, Nagpur, Maharashtra - 440014

3446 2854 6152

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help@uidai.gov.in
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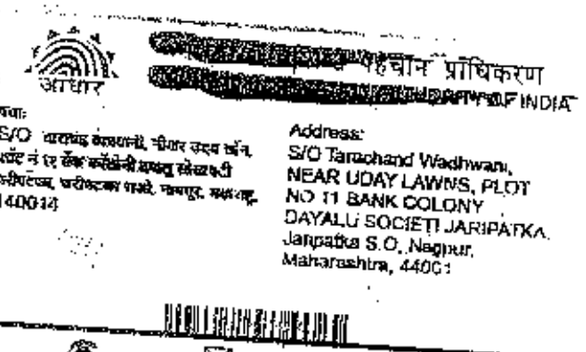


भारत सरकार
GOVERNMENT OF INDIA

निल तारचंद वाधवानी
nil Tarachand Wadhwani
म तारीख / DOB : 11/11/1973
पुरुष / MALE

9732 0593 3892

- सामान्य माणसाचा अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

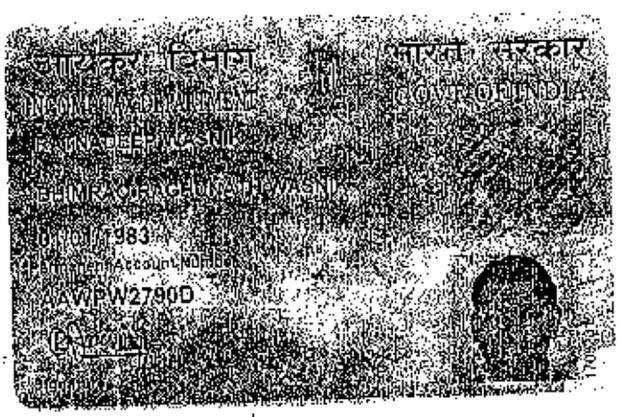
पता:
S/O तारचंद वाधवानी, चौधार उदय लॉन, प्लॉट नं ११ बैंक कॉलोनी दयालु सोसायटी जरीपटका, जरीपटका पास्ट, नागपुर, महाराष्ट्र, 440014

Address:
S/O Tarachand Wadhwani, NEAR UDAY LAWNS, PLOT NO 11 BANK COLONY DAYALU SOCIETI JARIPATKA, Jaripatka S.O, Nagpur, Maharashtra, 44001

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नागपूर - १
3247 / 2020
34 / 80





ADVOCATE

Bar Council of Maharashtra & Goa

HIGH COURT, BOMBAY



Name	: SHARMA SUNNY PRADEEP
Residence	: NAGPUR Dist: NAGPUR
Roll No.	: MAH/1897/2015
Enrolled On	: 19-06-2015
Date Of Birth	: 18-06-1988
147634	B0080052455

CHAIRMAN

नगन - ९

324/ 32E 180

Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	3006202005840	Receipt Date	02/07/2020

Received from ms jarry profits, Mobile number 9373107039, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered on Document No. 3258 dated 02/07/2020 at the Sub Registrar office S.R. Nagpur 1 of the District Nagpur.

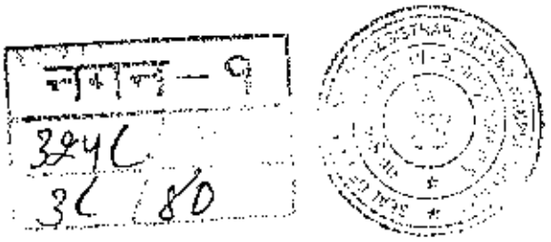
DEFACED
₹ 800
DEFACED

Payment Details

Bank Name	MAHB	Payment Date	30/06/2020
Bank CIN	10004152020063004665	REF No.	004670415
Deface No	3006202005840D	Deface Date	02/07/2020

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

नागपूर - ९
३२५ / २०२०
३६ / ४०


कलकत्ता — ७
324C
3C 180

264/3258
गुरुवार,02 जुलै 2020 1:56 म.नं.

दस्त गोषवारा भाग-1

नगन1 12180
दस्त क्रमांक: 3258/2020

दस्त क्रमांक: नगन1 /3258/2020

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

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. नगन1 यांचे कार्यालयात

अ. क्रं. 3258 वर दि.02-07-2020

रोजी 1:55 म.नं. वा. हजर केला.

पावती:5175 पावती दिनांक: 02/07/2020

सादरकरणाराचे नाव: मेसर्स जेरी प्रोफीट्स तर्फे भागीदार श्री अनिल वल्द तारासंद वाधवानी 0 0

नोंदणी फी रु. 100.00

दस्त हाताळणी फी रु. 800.00

पृष्ठांची संख्या: 40

एकुण: 900.00

दस्त हजर करणाऱ्याची सही:

सह दुय्यम निबंधक, वर्ग-२, नागपूर शहर क्रं. १

सह दुय्यम निबंधक, वर्ग-२, नागपूर शहर क्रं. १

दस्ताचा प्रकार: घोषणापत्र

मुद्रांक शुल्क: प्रतिज्ञालेख

शिक्का क्रं. 1 02 / 07 / 2020 01 : 55 : 18 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 02 / 07 / 2020 01 : 56 : 28 PM ची वेळ: (फी)

02/07/2020 1:58:26 PM

दस्त नोंदणीचा प्रकार:-2

नगन1 80180
दस्त क्रमांक:3258/2020

दस्त क्रमांक :नगन1/3258/2020

दस्ताचा प्रकार :-पोटफाळपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मेसर्स जेरी प्रोफीट्स तर्फे भागीदार श्री अनिल बल्द लालचंद बाधवानी 0 0 पत्ता:प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: 0, ब्लॉक नं: 0, रोड नं: जरीपटका, नागपूर , महाराष्ट्र, नागपूर. पॅन नंबर:AAEPW1348P	लिहून देणार वय :-45 स्वाक्षरी		
2	नाव:मेसर्स जेरी प्रोफीट्स तर्फे भागीदार श्री राजेश बल्द मुलचंद बटवानी 0 0 पत्ता:प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: 00, ब्लॉक नं: 0, रोड नं: जरीपटका, नागपूर , महाराष्ट्र, नागपूर. पॅन नंबर:ABRPB2521R	लिहून देणार वय :-47 स्वाक्षरी		

वरील दस्तऐवज करुन देणार यांनी पोटफाळपत्र या दस्त लेखन करुन दिल्याची कबुली दिली.
शिक्का क्र.3 ची वेळ:02 / 07 / 2020 01 : 57 : 23 PM

सह दुय्यम निबंधक, वर्ग-२
नागपूर शहर क्र. १

ओळख.-

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

अनु क.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अड. श्री गर्ग प्रदीपकुमार शर्मा 0 0 वय:32 पत्ता:मेक्रोमहाल, नागपूर पिन कोड:440004		
2	नाव:श्री राजदीप भीमराव वामनिक 0 0 वय:45 पत्ता:कुंभारे कॉलोनी , कामठी पिन कोड:441001		

शिक्का क्र.4 ची वेळ:02 / 07 / 2020 01 : 57 : 58 PM

शिक्का क्र.5 ची वेळ:02 / 07 / 2020 01 : 58 : 03 PM नोंदणी पुस्तक 1 मध्ये

सह दुय्यम निबंधक, वर्ग-२
नागपूर शहर क्र. १

394 नंबराचे बुकाचे नंबरी नोंदला

प्रमाणित करण्यात येते कि, या दस्तासाठी एकूण ...8.0... पाने आहेत.

सह दुय्यम निबंधक, वर्ग-२
नागपूर शहर क्र. १

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MS JARRY PROFITS	eChallan	02306042020062217 3258	MH012636132201920E	500.00	SD	0000509326202021	02/07/2020
2	MS JARRY PROFITS	eChallan		MH012636132201920E	100.00	RF	0000509326202031	02/07/2020
3		DHC	3006202005840	3006202005840	800	RF	3006202005840D	02/07/2020

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

3258 /2020

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