DEED OF DECLARATION

IN

FORM 'A'

IN THE CITY OF NAGPUR, Tahsil and District – NAGPUR WE, (1) SHRI PRAKASH S/o LATE SHRI NARAYAN DEOSARKAR, Aged 75 Years, Occupation – Business **(PAN AAMPD5771B & AADHAR 9969 2650 5295)**, (2) SHRI NIKHIL S/o PRAKASH DEOSARKAR, Aged 48 Years, Occupation – Business **(PAN AAMPD5772C & AADHAR 2348 1112 6693)**, AND (3) SHRI MANGESH S/o PRAKASH DEOSARKAR, Aged 41 Years, Occupation – Business **(PAN ABMPD6923A & AADHAR 7000 0517 1159)**, All Residents of Punyai Plot No. S-1, Suyog Mangal Karyalaya, West High Court Road, Laxmi Nagar, Nagpur-440022, Tahsil and District – NAGPUR, all acting through their duly Constituted Attorney M/S. SHREE HOME MAKERS represented through its Sole Proprietress MRS. SWATI W/o ASHUTOSH NAIK, Aged 44 Years, Occupation - Business, Resident of M/8, Vasant Nagar, South Ambazari Road, Nagpur-440010, Tahsil and District – NAGPUR **(PAN AFYPN6465P & AADHAR 6497 4465 2069)**, hereinafter all jointly referred to as the "GRANTORS" who are fully empowered and qualified to execute this DEED do hereby state :-

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FIRST THAT the Grantors hereinabovenamed jointly own and possess the following land situate at Scientific Society, Rani Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, which is fully described as follows :-

THAT ALL THAT Piece and Parcel of land bearing Plot No. 1 in Block 'E' out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, completing by admeasurement 13000 Sq. Ft. (OR 1207.7 Sq.Mtrs.) (As per City Survey Records the area is 1288.70 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 of Mouza – AJNI, P.S.K. 9, bearing City Survey No. 171 and Sheet No. 33 of Mouza – AJNI, situate at Scientific Society, Rani Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, Originally belonged to Shri. Krishna S/o Shankarrao Deosankar, having purchased the same by him from The Scientific Co-operative Housing Society Limited, Nagpur, A Society duly Registered under the Societies Act 6 of 1912 bearing Registration No. 321 having its Registered Office at Rani Laxminagar, Nagpur by a Sale Deed Dated 5-12-1958, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur in Addl. Book No. I, Volume No. 625 on Pages 85 to 91 at Sr. No. 4539 on 7-12-1958.

THAT the aforesaid entire land comprising Kh. Nos. 4/1, 4/2, 7/2, 25/1 and 26/1-2-3-4 is converted for Non-Agricultural (Residential) Use by the Sub-Divisional Officer, Nagpur vide his Order Dated 16-10-1978 passed in Revenue Case No. 134/U-31/966-67.

THAT the layout of the aforesaid Society is duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur under an Agreement Dated 13-8-1962 and 22-2-1962 made between the said Society and the Nagpur Improvement Trust, Nagpur.

THAT the said Shri. Krishna S/o Shankarrao Deosankar latterly transferred the aforesaid property by way of Gift to Mrs. Prabhavati W/o Narayanrao Deosankar by a Gift Deed Dated 11-2-1961, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Addl. Book No. 1, Volume No. 707 on Pages 32 to 38 at Sr. No. 131 on even date.

THAT the said Mrs. Prabhavati W/o Narayanrao Deosankar latterly constructed a Residential House and a Multipurpose Hall known as Suyog Mangal Karyalaya on the said Plot No. 1 in Block 'E' covering a total Built-up area of about 696.75 Sq. Mtrs. bearing Corporation House No. 348, City Survey No. 171 and Sheet No. 33 of Mouza – AJNI in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/796/4254 Dated 30-8-1962.

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THAT during her life time the said Mrs. Prabhavati W/o Narayanrao Deosarkar executed her LAST WILL AND TESTAMENT on 3-7-1995 and thereby she had bequeathed the Undivided 33.34 Percent share and interest in the said entire property to her son Shri. Prakash absolutely forever with heritable and transferable rights therein. By the same Will she had bequeathed the Undivided 33.33 Percent share and interest in the said property to her Grandson Shri. Nikhil S/o Prakash Deosarkar absolutely forever with heritable and transferable rights therein. In the like manner she had bequeathed the remaining Undivided 33.33 Percent share and interest in the said property to her another Grandson Shri. Mangesh S/o Prakash Deosarkar absolutely forever with heritable and transferable rights therein. The said Will Dated 3-7-1995 is duly Registered in the Office of the Sub-Registrar, Nagpur-6 in Addl. Book No. 3 Volume No. 1 on Pages 124 to 127 at Sr. No. 12(P) on even date.

THAT the said Scientific Co-operative Housing Society Limited, Nagpur thereon transferred a Conservancy Lane admeasuring East-West 98 Ft. and North-South 5 Ft. equal to 490 Sq. Ft. (OR 45.521 Sq. Mtrs.) lying on the Northern Side of the said Plot No. 1 in Block 'S' by way of Sale to Mrs. Prabhavati W/o Narayanrao Deosarkar by a Sale Deed Dated 13-10-2008, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 6100 on even date. On regularisation of the said Plot No. 1 in Block 'S' the total area of the said Plot is 13490 Sq. Ft. (OR 1253.221 Sq.Mtrs.) (As per City Survey Records the area is 1266.70 Sq. Mtrs.)

THAT the said Smt. Prabhavati W/o Late Shri. Narayanrao Deosarkar breathed her last on 25-1-2016 (her husband Shri. Narayan S/o Pandurang Deosarkar pre-deceased her on 25-1-1996) and consequent upon her death/demise her aforesaid son Shri. Prakash and Grandsons Shri. Nikhil and Shri. Mangesh Both Sons of Prakash Deosarkar, the Grantors hereinaboveramed, have become the joint/co-owners of the said entire property in terms of her Last Will Dated 3-7-1995. As a result therefore the Grantors hereinaboveramed 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 names in all relevant records.

The aforesaid property is bounded as under :-

ON THE EAST	-	ROAD.
ON THE WEST	-	PLOT NO. 2 IN BLOCK 'S'.
ON THE NORTH	-	PLOT NO. 19 IN BLOCK 'S'.
ON THE SOUTH	-	ROAD.

THAT the Grantors have submitted the said entire land described above containing by admeasurement 1253.221 Sq. Mtrs. (As per City Survey Records the area is 1266.70 Sq. Mtrs.) to the provisions of The Maharashtra Apartment Ownership Act, 1970.

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SECOND :- THAT the Grantors have started the construction through M/S. SHREE HOME MAKERS, on the Parcel of land described above, of a Multistoreyed Building to be known and styled as "SHREE YOGIRAJ'S SUYOG PALACE" according to the Plan attached hereto as EXHIBIT-A, which is approved and duly sanctioned by the Assistant Director, Town Planning Department of the Nagpur Municipal Corporation vide his Building Permit No. 255/BP/Aji-v/TP/NMC/580 Dated 12-11-2020 and which is made a part hereof. The Municipal Ward No. is 75 and Corporation House No. 346. The aforesaid property bears City Survey No. 171 and Sheet No. 33 of Mouza – AJNI.

The Postal Address of the Building is as follows :-

"SHREE YOGIRAJ'S SUYOG PALACE"
PLOT NO. 1 IN BLOCK 'S',
SCIENTIFIC SOCIETY,
RANI LAXMINAGAR,
NAGPUR - 440 022 (M.S.)

THIRD :- THAT the said Multistoreyed Building to be known and styled as "SHREE YOGIRAJ'S SUYOG PALACE" consists of Basement, Ground Floor and Five Upper Floors. The entire Basement and Ground Floor is meant for Covered Parking. There is 1 Office and 1 Living/Kitchen Unit on First Floor, 3 Offices and 1 Living/Kitchen/Store Unit on Second Floor, 4 Apartments each on Third and Fourth Floor and 2 Apartments on Fifth Floor. Thus there are in all 4 Offices, 2 Living/Kitchen/Store Units and 10 independent and self contained separate Apartments in the said Multistoreyed Building. All these Offices shall be utilised for Commercial Purposes and all Living/Kitchen Units/Apartments shall be strictly utilised for Residential Purposes Only. The Upper Floors are capable of individual utilisation on account of having their common exit to common/restricted areas and facilities of the building and the Offices/Living/Kitchen Units/Apartments will be sold to one or more owners, each Owner obtaining a particular and exclusive property right thereto and each Office/Living/Kitchen Unit/Apartment constituting a heritable and transferable immovable 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 Multistoreyed building has a total Plinth Area of 482.513 Sq. Mtrs. The total Built-up area of all the Floors is 1883.433 Sq. Mtrs. and an Open land of 770.606 Sq. Mtrs. which constitutes the General Common/Restricted Areas and Facilities.

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FIFTH THAT this Condominium shall be known and styled as 'SHREE YOGIRAJ'S SUYOG PALACE CONDOMINIUM' and the Family Units and the Common/Restricted Areas and Facilities of the Building are as follows :-

(A) FAMILY UNITS ON FIRST – SECOND - THIRD – FOURTH AND FIFTH FLOOR

The entire Basement and Ground Floor is meant for Covered Parking. There is 1 Office and 1 Living/Kitchen Unit on First Floor, 3 Offices and 1 Living/Kitchen Unit on Second Floor, 4 Apartments each on Third and Fourth Floor and 2 Apartments on Fifth Floor. Thus there are in all 4 Offices, 2 Living/Kitchen Units and 10 independent and self contained separate Apartments in the said Multistoreyed Building. The Family Unit (Office) on First Floor is numbered as 101. The Family Unit (Living/Kitchen Unit) on First Floor is numbered as 102. The Family Units (Offices) on Second Floor are numbered as 201, 202 and 204 and the Family Unit (Living/Kitchen Unit) on Second Floor is numbered as 203. The Family Units (Apartments) on Third Floor are numbered as 301, 302, 303 and 304. The Family Units (Apartments) on Fourth Floor are numbered as 401, 402, 403 and 404 and the Family Units (Apartments) on Fifth Floor are numbered as 501 and 504. The measures of a family unit include all the outside walls and 1/2 (One-Half) of the Block Partition Walls. Each Family Unit is a rectangular shaped Office/Living/Kitchen Unit/Apartment. The main door of the family units on the Upper Floors has an access to the Corridor of the respective floor.

FAMILY UNIT (OFFICE) ON FIRST FLOOR BEARING NO. 101

This Family Unit has a Built-up area + Excess Balcony area of 405.296 Sq. Mtrs. (Carpet area of 449.816 Sq. Mtrs.) and consists of the rooms of following dimensions :

Room	-		13.350	x	7.334
		+	9.970	x	2.620
		+	4.861	x	3.450
		+	2.189	x	3.301
		+	2 x 0.349	x	10.204
		+	5.530	x	8.484
		+	5.954	x	9.964
Toilet	-		2 x 1.800	x	1.200
			2 x 0.750	x	0.115

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FAMILY UNIT (LIVING/KITCHEN UNIT) ON FIRST FLOOR BEARING NO. 102

This Family Unit has a Built-up area + Excess Balcony area of 52.487 Sq. Mtrs. (Carpet area of 44.501 Sq. Mtrs.) and consists of the rooms of following dimensions

Room	-	4.694	x	6.649
Toilet	-	1.20	x	1.80
Passage	-	1.314	x	1.315
		2 x 1.000	x	0.115
	+	0.75	x	0.115

FAMILY UNITS (OFFICE) ON SECOND FLOOR BEARING NOS. 201 AND 204

Each of these Family Units has a Built-up area + Excess Balcony area of 131.445 Sq. Mtrs. (Carpet area of 109.708 Sq. Mtrs.) and consists of the rooms of following dimensions

Room	-	9.345	x	7.634
		5.969	x	2.630
		1.750	x	8.463
		2.410	x	1.385
Toilet	-	2 x 1.800	x	1.200
		2 x 0.750	x	0.115

FAMILY UNIT (OFFICE) ON SECOND FLOOR BEARING NO. 202

This Family Unit has a Built-up area + Excess Balcony area of 134.414 Sq. Mtrs. (Carpet area of 187.946 Sq. Mtrs.) and consists of the rooms of following dimensions

Room	-	13.350	x	7.334
		9.970	x	2.630
		5.954	x	9.564
Toilet	-	2 x 1.800	x	1.200
		2 x 0.750	x	0.115

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FAMILY UNIT (LIVING/KITCHEN UNIT) ON SECOND FLOOR BEARING NO. 203

This Family Unit has a Built-up area + Excess Balcony area of 52.467 Sq. Mtrs. (Carpet area of 44.801 Sq. Mtrs.) and consists of the rooms of following dimensions

Room	-	4.694	x	8.649
Toilet	-	1.2	x	1.8
Passage	-	1.314	x	1.315
		2 x 1.000	x	0.115
	+	0.75	x	0.115

FAMILY UNITS (APARTMENTS) ON THIRD FLOOR BEARING NOS. 301 AND 304

Each of these Family Units has a Built-up area + Excess Balcony area of 97.594 Sq. Mtrs. (Carpet area of 118.192 Sq. Mtrs.) and consists of the rooms of following dimensions

Drawing/Dining Including	-	5.985	x	3.040 +
Pooja Room		3.650	x	3.059
Kitchen	-	3.040	x	2.285
Bedroom 1 (with Enc. Bal)	-	3.500	x	4.250 +
		1.785	x	2.250
Bedroom 2	-	3.350	x	3.650
Bedroom 3	-	3.344	x	2.944
Toilet	-	1.20	x	2.335
Toilet	-	1.20	x	1.800
Passage	-	1.20	x	1.015
		0.900	x	0.115 x 4
		0.750	x	0.115 x 2
Open Balcony-1	-	1.370	x	3.155 +
		1.134	x	3.040
Open Balcony-2/Terrace	-	3.370	x	6.830
Utility	-	3.040	x	1.105

FAMILY UNITS (APARTMENTS) ON THIRD – FOURTH - FIFTH FLOOR BEARING NOS. 302, 303, 401, 402, 403, 404, 501 AND 504

Each of these Family Units has a Built-up area + Excess Balcony area of 97.594 Sq. Mtrs. (Carpet area of 101.618 Sq. Mtrs.) and consists of the rooms of following dimensions

Drawing/Dining Including	-	5.985	x	3.040 +
Pooja Room		3.650	x	3.059

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Kitchen	-	3.040	x	2.285
Bedroom 1 (with Ens. Bal.)	-	3.500	x	4.210 *
		1.785	x	2.250
Bedroom 2	-	3.350	x	3.650
Bedroom 3	-	3.344	x	2.944
Toilet	-	1.20	x	2.335
Toilet	-	1.20	x	1.600
Passage	-	1.20	x	1.015
		0.800	x	0.115 x 4
		0.750	x	0.115 x 2
Open Balcony-1	-	1.376	x	3.155 *
		1.124	x	3.040
Open Balcony-2	-	3.540	x	1.820
Utility	-	3.040	x	1.100

(2) COMMON AREAS AND FACILITIES

a) The Parcel of land described in Paragraph FIRST of this Deed.

b) Stilt/Covered Parking facility is provided to the said Building on Basement and Ground Floor.

c) Common Passage leading to the Stairway.

d) Compound Wall on all 4 Sides. 2 (Two) Grd Gates are provided to the said building for ingress and egress of Apartment Owners.

e) The following facilities are located throughout the Building.

i) 2 (Two) Staircases are provided to the said Building (i.e. 1 for Commercial Units and 1 for Residential Apartments)

ii) 3 (Three) Lifts of sufficient capacity are provided to the said Building (i.e. 1 for Commercial Units and 2 for Residential Apartments).

iii) 1 (One) Fire Escape is provided to the said Building.

iv) A Well with Electric Motor and Pump.

v) A Sump with Electric Motor and Pump.

vi) Electric wiring network throughout the Building.

vii) Plumbing net work throughout the Building.

viii) Necessary light and Public Water Connections.

ix) 2 (Two) Overhead Water Tanks.

x) The foundations and main walls, columns, girders, beams and roofs of the building as described in this Plan which form part of the DEED as Exhibit-A hereof.

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

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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 (n) of Sub-Paragraph 2 of Para FIFTH and their proportionate share 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 "SHREE YOGIRAJ'S SUYOG PALACE CONDOMINIUM" shall be as follows :-

SR.NO.		FAMILY UNIT NO.	UNDIVIDED SHARE IN LAND	
1	Offices	101	12.349	PERCENT
2	Living/Kitchen Unit	102	1.599	PERCENT
3	Offices	201	4.004	PERCENT
4	Offices	202	4.095	PERCENT
5	Living/Kitchen Unit	203	1.599	PERCENT
6	Offices	204	4.004	PERCENT
7	Apartments	301	2.973	PERCENT
8		302	2.973	PERCENT
9		303	2.973	PERCENT
10		304	2.973	PERCENT
11		401	2.973	PERCENT
12		402	2.973	PERCENT
13		403	2.973	PERCENT
14		404	2.973	PERCENT
15		501	2.973	PERCENT
16		504	2.973	PERCENT

The balance Undivided 42.623 Percent share and interest in the aforesaid Plot of land Togetherwith the unconsumed F.S.I. related thereto is retained by M/s. Shree Home Makers for construction of Upper Floors on the said building till the permissible F.S.I. available to the said Plot of land is fully utilised.

(B) The proportionate representation 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) Offices/Living/Kitchen Units/Apartments and the percentage of Undivided interest in the Common/Restricted Areas and Facilities appertaining to the Offices/Living/Kitchen Units/Apartments are not encumbered in any manner whatsoever on the date of this Declaration.

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SEVENTH : THAT the administration of "SHREE YOGIRAJ'S SUYOG PALACE CONDOMINIUM" consisting as aforesaid of the Building and Parcel of 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 a part of this Deed and are attached hereto as Exhibit-B.

EIGHTH : THAT as appears above a Plan of Apartment Ownership is hereby constituted under and subject to the provisions of The Maharashtra Apartment Ownership Act, 1970 so that the Family Units on the Upper Floors are conveyed or may be conveyed and registered as individual properties capable of independent use, on account of each having it's own exit to a Common/Restricted area and facility of the building, such family unit owner having an exclusive and particular title and interest over his respective family unit and in addition, the specified 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 13(5), the value of "SHREE YOGIRAJ'S SUYOG PALACE CONDOMINIUM" is described as follows :-

(A) Parcel of land described in Paragraph FIRST hereof is valued at Rs. 18,90,30,000/- (Rupees Eighteen Crore Ninety Lac Thirty Thousand) Only.

(B) The cost of the aforesaid Multistoreyed Building shall be ascertained after its completion.

TENTH : THAT so long as the Grantors own one or more of the Family Units, the Grantors shall be subject to the provisions of this Deed and of the Exhibit-A and B attached hereto, and the Grantors covenant to take no action which will adversely affect the rights of the Association of Apartment owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of "SHREE YOGIRAJ'S SUYOG PALACE CONDOMINIUM".

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.

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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 mortgages of all the mortgages covering the units unanimously agree to such revocation or amendment or removal of the property from the Plan by duly registered document/instrument.

SIXTEENTH : THAT no Apartment Owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the General 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) charge, if any on the family unit for payment of Government or Municipal Tax or both and (2) all sums unpaid on a first mortgage of the apartment.

EIGHTEENTH : THAT all present or future owners, tenants, future tenants or any other person that might use 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 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 care-taker basis by the Apartment Owners thereof for transient or hotel purposes, which shall be defined as (1) Rental for compensation or compensation 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 said leases or leave and license or

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care taker base in the Declaration and further subject to the bye-laws in EXHIBIT G 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 restoration 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 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 by such acquirer, it being understood however that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law and that such charge shall be 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 of conveyance without prejudice to the grantee's right to recover from the Grantors the amounts paid by the Grantee therefor. 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 the family unit conveyed be subject to a charge for, any unpaid assessment made by the Association of Apartment Owners against the Grantors in excess of the amount thereon set forth.

TWENTY SECOND : THAT the Manager or Board Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagee holding first mortgage 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 insurance premium for any blanket insurance coverage shall be a common expenses to be paid by monthly assessment levied by the Association of Apartment owners and that such payment shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

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IN WITNESS WHEREOF the GRANTORS named above have hereto set their respective hands and signed this DEED OF DECLARATION at NAGPUR on this 19th Day of NOVEMBER, 2020 in presence of the attesting witnesses.

Signed by Mrs. S. Naik

WITNESSES :



(1)

FOR SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS ASSOCIATION



(2)

(MRS. SWATI ASHUTOSH NAIK)
Sole Proprietress of M/s. Shree Home Makers
As a duly Constituted Attorney for the
Grantors hereinabovenamed
GRANTORS



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NAGPUR MUNICIPAL CORPORATION

(Town Planning Department)

Wing B&C, Third floor Chhatrapati Shivaji Administrative Building, Mahapalika Marg, Civil Lines, Nagpur- 440001.
Fax No. 0712 - 2561584, Website - www.nmcnagpur.gov.in

SANCTION OF BUILDING PERMIT AND COMMENCEMENT CERTIFICATE

Permit No. - 265/Bldg/Ajni/TP/NMC/680 Date - 21/11/2020

To,

1) Shri. Prakash Narayan Demarkar. 2) Shri. Nikhil Prakash Demarkar.
3) Mangesh Prakash Demarkar, Through P.O.A. Shree Home Makers,
Through Prn. Sau. Swati Ashutosh Naik, Plot No. 01 Block 'S',
Scientific CO-OP Housing Society Rani Laxmi Nagar, Nagpur.

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Sir,

With reference to your Application/Plan No. - 580/Ajni/TP/NMC/Revised Plan Dt. 30/12/2018, grant of sanction of Commencement Certificate under Sections 45 of Maharashtra Regional and Town Planning Act 1966, to carry out development work / to erect building on Plot No. 01 Block 'S', House No. 346, Ward No. 75, City Survey No. 171, of village / Mouza – Ajni situated at Road/Street in, Scientific CO-OP Housing Society Rani Laxmi Nagar, Nagpur the commencement Certificate/Building permit is granted subject to the following conditions :

1. The land vacated in consequence of the enforcement of the setback rule shall form part of the public street.
2. This permission does not entitle you to develop the land, which does not vest in you.
3. The commencement certificate/building permit shall remain valid for a period of one year commencing from the date of its issue. Before lapse of this period, commencement certificate/building permit shall have to be renewed. The renewal may be granted for three years.
4. No Construction/Excavation activities would be carried out between 8.00 pm. To 8.00 am as per directions issued by Hon'ble High Court of Judicature at Bombay, Nagpur Bench in PIL No. 106 of 2015 On 18/02/2016.
5. The notice for commencement of the work shall be given to N.M.C. in the form prescribed in Appendix 'F'.
6. The information of completion of work up to plinth level shall be given to N.M.C. in Appendix 'G' and after having certified the work by N.M.C. engineer, in appendix 'H', you may proceed with the rest of the work.
7. No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy certificate has been granted. Otherwise, for unauthorized occupation, applicant and architect shall be liable for action. For occupation certificate, application by owner and architect shall be submitted to N.M.C. in appendix 'J' along with three copies of completion plan.
8. The building shall be used for the purpose shown in the approved plans.
9. Shopping shall are be allowed on the plan, which are located on no shopping frontage streets listed in Development Control Regulations.
10. No deviation from the sanctioned plan should be made without obtaining previous sanction of N.M.C. It should be noted that if any construction is carried out in contravention of the sanctioned plan, it should be treated as unauthorized. The owner and the architect shall be liable for action under M.R. & T.P. Act – 1966 and Maharashtra Municipal Corporation Act.
11. All water supply work shall be got done through licensed plumber approved by N.M.C.
12. All sanitary requirements shall be completed as stipulated in sanctioned Development Control Regulations for Nagpur city.
13. Rain water harvesting as shown on the plan are required to be provided as per the directions issued by Govt. of Maharashtra, Urban Development Dept., Mantralaya, Mumbai vide Notification No. TPS-2409/1113/CR-124/09/UD-09 Dt. 28 August 2009 published in Maharashtra Govt. Gazette Dt. 17 September 2009. The Authority imposes a levy of sum exceeding Rs. 1000/- per annum for every 100 sq.mt. of built-up area for the failure of the owner of building or premises or any person to make Rain Water Harvesting

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14. During the course of construction of building, the sanctioned plan shall always be kept available at the site for inspection by officials of N.M.C.
15. All the provisions in sanctioned Development Control Regulations for Nagpur city shall be binding on you.
16. The applicant shall plant and grow 20 Nos shady trees in vacant land of plot.
17. Solar water heating system is required to be provided for the residential apartment of the capacity calculated at the rate of 25 liters per person per day as per NMC Circular No. NMC/TP/ADMN/ 2189 Dt. 05/01/2006 as per Government Circular Notification No. TPS-1104-2515-CR-10-UD-9-2005 Dt. 03/04/2005 published on Dt. 28/04/2005 in appendix-'S' (Regulation No. 33). During the course of construction of building, the sanctioned plan shall always be kept available at the site for inspection by officials of N.M.C.
18. As per Regulation No. 36 **Model building bye-laws to provide facilities for physically Handicapped** person provision of facilities for Handicapped Person shall be provided as specified in an Appendix "I", as per notification TPS-1104-2515-CR-10-UD-9-2005. This bye-laws are applicable to all buildings and facilities used by the public. (If applicable)
19. The water connection and sewage disposal is not guaranteed by N.M.C.
20. Dust bins of suitable sizes should be provided within the plot boundary and should be easily accessible from road.
21. Suitable letter delivery boxes should be installed at easily accessible place on ground floor.
22. If any mistake / error is found in calculations shown on plan which contravenes the provisions of Development Control Regulations, then such portion of the building / construction which does not fit into regulations, shall be treated as unauthorized. The decision of N.M.C. in this regard shall be final.
23. Existing construction in marginal spaces shall be demolished by you. Moreover, this permit does not approve any existing construction which is not approved earlier by N.M.C.
24. Building material should be stacked in such a manner that it will not cause obstruction to drain water & traffic, etc., failing which, action will be taken by N.M.C.
25. Breach of any of the condition may lead to revocation of this permit.
26. Seismic analysis of the building for earthquake be submitted with structural design and drawing duly checked from VNIT for NMC record before one month of commencement of construction or after three month from the sanction of building plan whichever is earlier.
27. Party will have to take utmost care during construction and adopt all safety measures and precautions to avoid occurrence of accident. In case any accident, party will be solely help responsible for the same.
28. Applicant should pay additional charges for High Rise building in future (If applicable).
29. Party should take approval for sewer line storm water drain and water pipe line from Nagpur Municipal Corporation.
30. Applicant should erect the Display Board on site duly mention the Building Permit No. & date along with the name of structural Engineer, Civil Engineer, Architect & Contractor with their Mobile/Telephone Numbers. And, the copy of sanctioned plan should be made available at site.
31. Precautionary measures shall be taken by an applicant to display a notice board on work site regarding Construction and Demolition (C & D) Waste. It is also mandatory on an applicant to submit the compliance of the conditions of the said Construction and Demolition (C & D) Waste rules and its guidelines as per directions issued by the office of The Central Pollution Control Board, provision made available under Construction and Demolition Waste Management Rules 2016 to the Competent authority.
33. Applicant should strictly follow the conditions mentioned in the N.O.C./Recommendation letter given by Chief Fire officer and Emergency Service, Nagpur Municipal Corporation Nagpur, Vide L.No. F.E.S./44/CFO, dt. 11/06/2015.

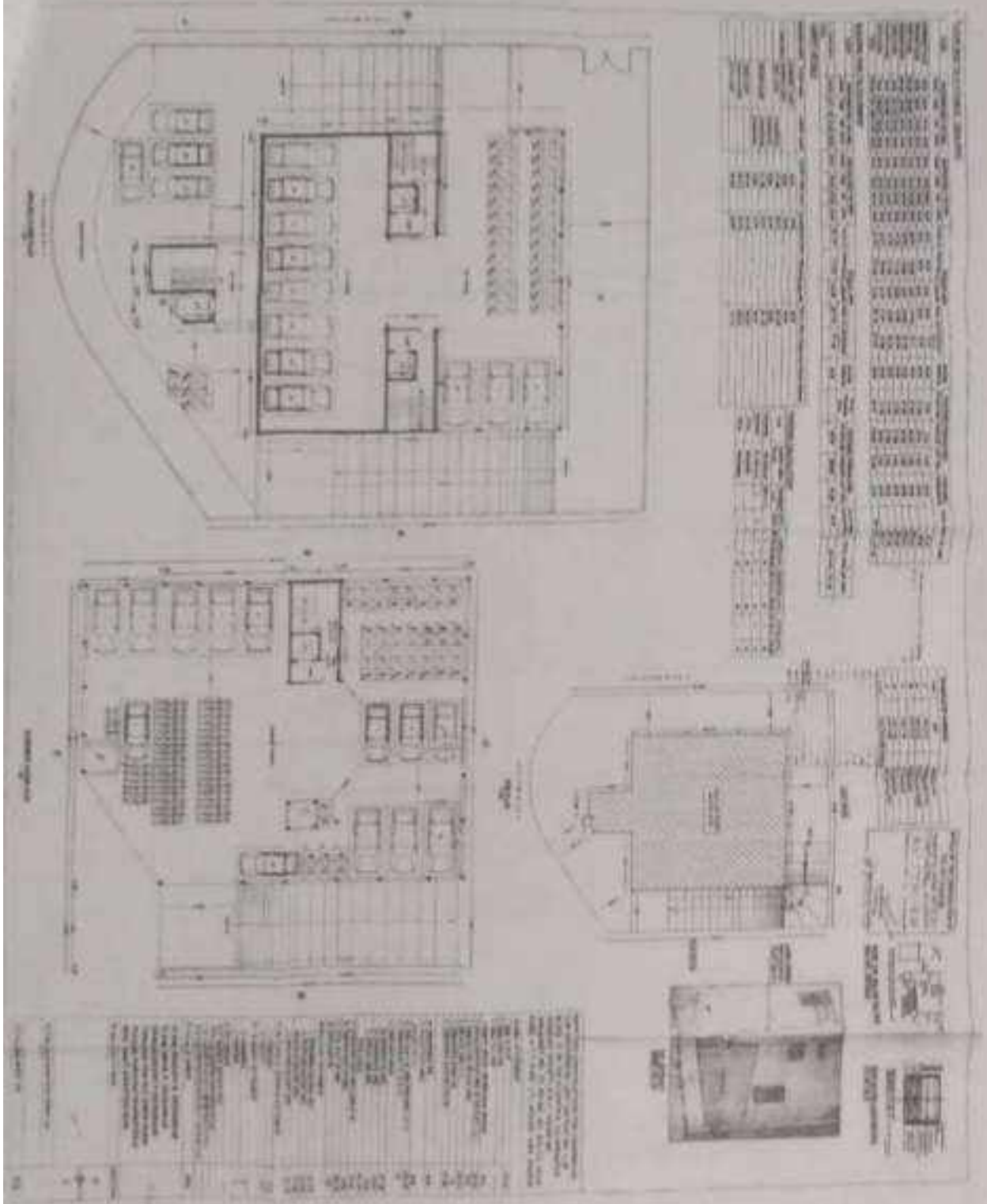
Enclosure: - One set of sanctioned plan.

Assistant Director
Town Planning Deptt.
Nagpur Municipal Corporation

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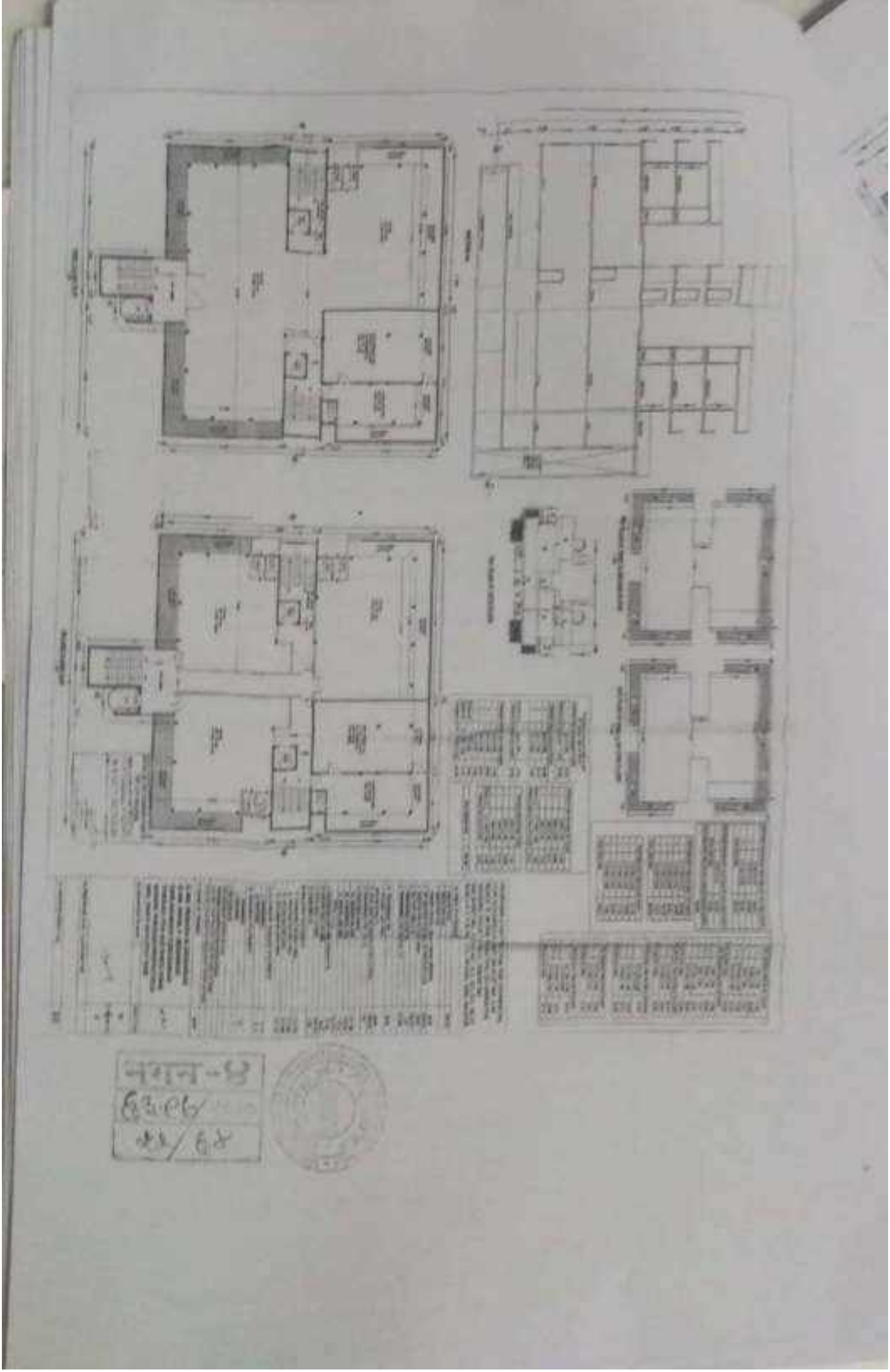
1. Ward Office Zone Laxmi Nagar Zone No. 01, Nagpur Municipal Corporation, Nagpur along with one copy of sanctioned plan.
2. The Assessor, Nagpur Municipal Corporation, Nagpur.

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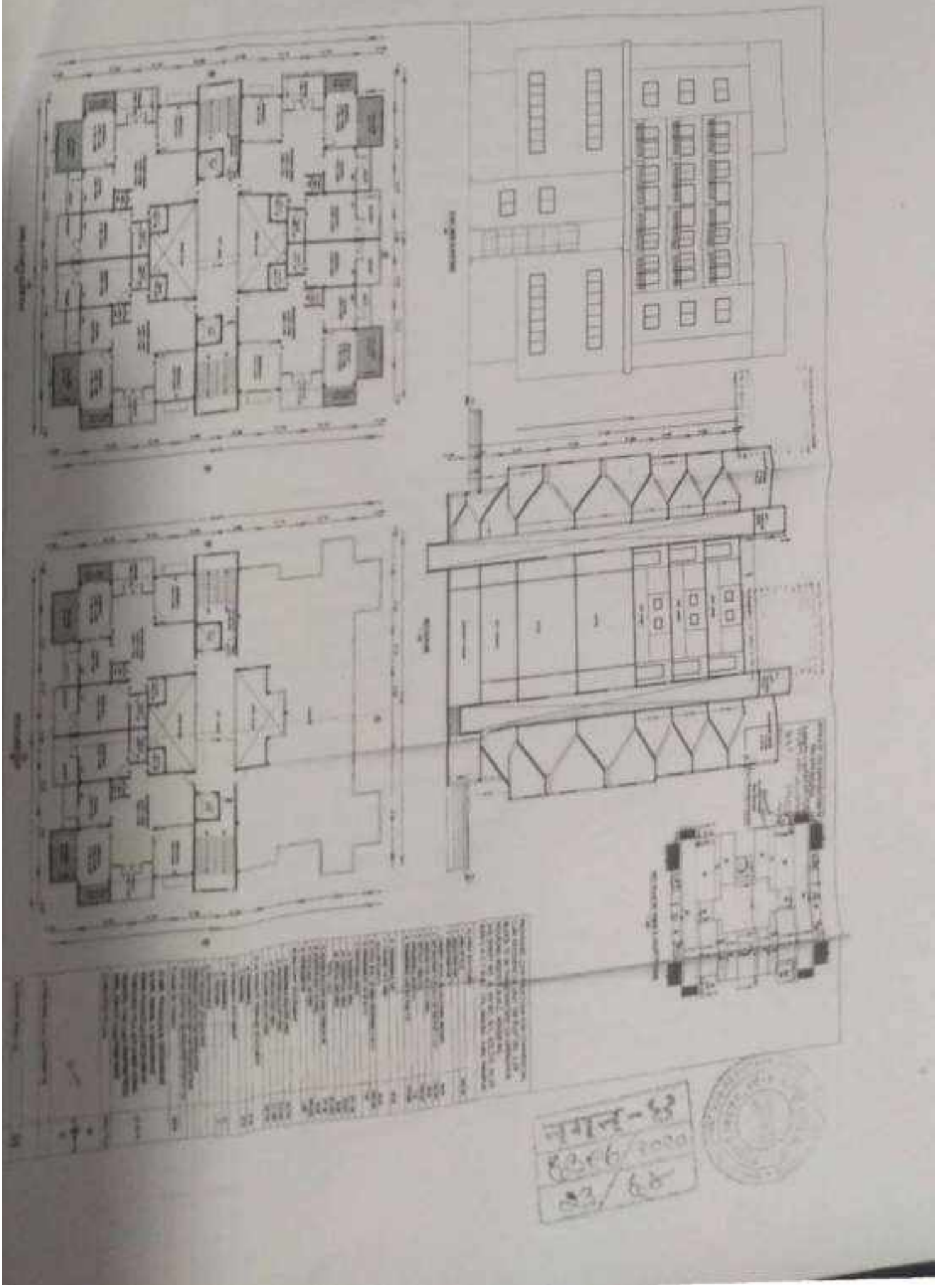


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"EXHIBIT- B"

BYE LAWS OF "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS CONDOMINIUM"

CHAPTER – I

1. SHORT TITLE AND APPLICATION :

(i) These Bye-laws may be called the Bye-laws of "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS CONDOMINIUM"

(ii) The provisions of these Bye-laws apply to the "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS 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 licence 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 :

(i) 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 "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS CONDOMINIUM"

(c) "BOARD" means a Board of Managers consisting of FIVE persons all of whom shall be owners of Apartment in the "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS CONDOMINIUM"

(d) "BUILDING" means the Building located at ALL THAT Piece and Parcel of land bearing Plot No. 1 in Block 'S' out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 13490 Sq. Ft (OR 1253.221 Sq. Mtrs.) (As per City Survey Records the area is 1266.70 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 of Mouza – AJNI, P.S.K. 9, bearing Corporation House No. 346, City Survey No. 171 and Sheet No. 33 of Mouza – AJNI, situate at Scientific Society, Rani Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil 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 "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS CONDOMINIUM"

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

(i) "UNIT" means a Family Unit in the "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS CONDOMINIUM"

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

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

3. APARTMENT OWNERSHIP :

The Building located on ALL THAT Piece and Parcel of land bearing Plot No. 1 in Block 'S' out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 13420 Sq. Ft. (OR 1253.221 Sq. Mtrs.) (As per City Survey Records the area is 1256.70 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 of Mouza – AJNI, P.S.K. 9, bearing Corporation House No. 346, City Survey No. 171 and Sheet No. 33 of Mouza – AJNI, situate at Scientific Society, Rani Laxminagar, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 75 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 "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS CONDOMINIUM" situate at Scientific Society, Rani Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 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 licence 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.

(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 or in instalments.

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(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 Apartments in the 'SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS CONDOMINIUM' and executed respective Declaration Under Section 5, 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. 100/- (Rupees One Hundred) 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 'SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS 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

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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 units 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 "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS CONDOMINIUM", approving the Annual

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Budget, Establishing and 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 2021 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 Bye-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 authorized by him in this behalf. The Notice of any Special Meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of Four Fifths of the owners present in 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 Bye-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 organised because a quorum has not

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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 at such adjourned meeting also no quorum is present, the owners present in person being not less than two shall form a quorum.

18. ORDER OF BUSINESS :

The Order of business at all meetings of the Owners of Units shall be as follows:

(a) Roll Call.
(b) Proof of notice or 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 authorised 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 "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS 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 "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS 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 authorise 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 their 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 though they may constitute less than a quorum and each person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.

25. REMOVAL OF MANAGERS :

At any regular 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 meeting 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

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each Managers personally or by mail, 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

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BOARD may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. In the case of an Association of one hundred owners or less, the Office of 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.

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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 pay monthly assessments imposed by the Association to meet all expenses relating to the "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS 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 "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS 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 any endanger.

(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 accessories 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 fault.

41. USE OF FAMILY UNITS - INTERNAL CHANGES :

(1) All Offices shall be utilised for Commercial Purposes and all Living/Kitchen Units/Apartments shall be strictly utilised for Residential Purposes Only.

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(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 so within the stipulated time, shall mean that there is NO OBJECTION to the proposed modifications 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 "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS CONDOMINIUM" and facilities of a similar nature both common and restricted any furniture, packages or objects of any kind, such areas shall be used for no other 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 ever 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 requests for entry are made in advance and that such entry in 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 "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS 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 "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS CONDOMINIUM"

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(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 "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS 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

45. FUNDS :

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

(a) By Shares

(b) By contributions and donations from the Apartment Owners.

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

(d) By raising loans if necessary subject to such terms and conditions as the Association with the approval of the Competent Authority may determine in this behalf.

46. 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-opetative 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 "SHREE YOGIRAJ'S SUYOG PALACE APARTMENTS 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

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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 receipts of profits from common areas and contributions towards common expenses and his share of assessments and other dues, if any, in respects 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;

(b) The receipts and expenditure of the previous financial year; AND

(c) A summary of the property and assets and liabilities of the common area 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) Every financial statement shall be accompanied a complete list of the Apartment Owners. There shall also accompany the financial statement a similar list of owners. 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 be correct duly vouching that in accordance with law, or specially report to the Association [illegible] whether, 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

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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 - VII
MORTGAGES

52. NOTICE TO ASSOCIATION :

An Owner who mortgage 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 Mortgagee of a Unit report any unpaid 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 the Secretary and shall be used only under the authority of a resolution of the Board and every deed or 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. AMENDMENTS OF BYE-LAWS :

These Bye-laws may be amended by the Association in a duly constituted Meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75 percent of the total value of all units in the 'SHREE [illegible] SURYA PALACE APARTMENTS CONDOMINIUM' as shown in the DECLARATION

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CHALLAN

SVTR Form Number-4

GRN:	BARCODE	Date:	Form ID:

Department:	Paper Details
Type of Payment: Stamp Duty / Registration Fee	TAX ID (If Any)
	PAN No.(If Applicable)
Office Name:	Full Name: PRAKASH NARAYAN DEODAYKAR AND OTHERS
Location: NAGPUR	
Year: 2016-2017 One Time	Flat/Block No.
	Premises/Building
	Road/Street
	Area/Locality: BASE LUXMINAGAR NAGPUR
	Town/City/District
	PIN: 4 4 0 0 2 2
	Remarks (If Any):

Account Head Details	Amount In Rs.
0030045201 Stamp Duty	
0030046201 Registration Fee	
Total	

Amount In Words:	Six Hundred Rupees Only

Payment Details: PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details	Bank CIN:	Ref. No.		
Cheque/DD No.	Bank Date:	RBI Date:		Not Verified with RBI
Name of Bank	Bank Branch:		PUNJAB NATIONAL BANK	
Name of Branch	Scroll No. , Date:		Not Verified with Scroll	

Mobile No.:

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

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GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT WE, (1) SHRI. PRAKASH S/o LATE SHRI. NARAYAN DEOSARKAR, Aged 75 Years, Occupation – Business **(PAN AAMPD5771B & AADHAR 5969 2650 5295)**, (2) SHRI. NIKHIL S/o PRAKASH DEOSARKAR, Aged 46 Years, Occupation – Business **(PAN AAMPD5772C & AADHAR 2348 1112 6553)**, AND (3) SHRI. MANGESH S/o PRAKASH DEOSARKAR, Aged 40 Years, Occupation – Business **(PAN ABMPD6923A & AADHAR 7000 0517 1159)**, All Residents of Punyai, Plot No. 6-1, Suyog Mangal Karyalaya, West High Court Road, Laxmi Nagar, Nagpur-440022, Tahsil and District - NAGPUR, do hereby jointly and severally nominate, constitute and appoint M/S. SHREE HOME MAKERS, represented through its Sole Proprietress MRS. SWATI W/o ASHUTOSH NAIK, Aged 43 Years, Occupation - Business, Resident of M/S. Vasant Nagar, South Ambazari Road, Nagpur-440010, Tahsil and District – NAGPUR **(PAN AFYPN5465P & AADHAR 6497 4465 2069)**, as our True and Lawful Attorney in our names and on our behalf

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WHEREAS we jointly own and possess ALL THAT Piece and Parcel of land bearing Plot No. 1 in Block 'B' out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 15460 Sq. Ft. (Off 1293.221 Sq. Mtrs.) (As per City Survey Records the area is 1295.10 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 441, 402, 702, 24, 25 and 26/1-4 of Mauza – AJNI, P.S.K.S. bearing Corporation House No. 348, City Survey No. 171 and Sheet No. 33 of Mouza – AJNI, situate at Scientific Society, Ram Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73 in Tahsil and District – NAGPUR; AND

WHEREAS for urgent reasons and good causes we have now jointly decided to develop the aforesaid Plot of land through M/S. SHREE HOME MAKERS, A Proprietary Concern having its Office at M-8, Vasant Nagar, S. A. Road, Nagpur. And Accordingly we have executed an Agreement of Development and Sale in favour of M/s. Shree Home Makers on 6-9-2013 upon the several terms and conditions contained therein. The said Agreement of Development and Sale Dated 6-9-2013 is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 5395 on even date on payment of requisite Stamp Duty of Rs. 30,00,000/- and Full Registration Fees of Rs. 30,000/- Only (Relative 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 in all respects. It has therefore become expedient to appoint some one as our Attorney or Agent, who shall observe and fulfil all the obligations on our part. We therefore do hereby jointly and severally nominate, constitute and appoint our aforesaid Attorney and empower it to do all or any of the following acts, deeds and things for us and on our behalf that is to say :-

(1) To enter into an Agreement(s) to Sell the said property (excluding the Apartments chosen to be retained by us) 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.

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

(3) To sign Plans/Revised Plans of the Building proposed to be constructed on the said Plot of land 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 Pratinyas/Nagpur Municipal Corporation for seeking sanction to such Plans

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(4) To deposit necessary sums in the Office of the Nagpur Improvement Trust/Nagpur Municipal Corporation in our names and to apply for refund thereof and to receive back such money 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.

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

(6) 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.

(7) To sign and execute a Sale Deed relating to the said property OR to sign and execute various Sale Deeds each relating to the Undivided proportionate variable shares and interest in the aforesaid property including the Apartments chosen to be retained by us in favour of the respective individual buyers and to receive the balance sale price from such buyer(s) and to get such Sale Deeds duly registered in accordance with the law in force.

(8) To sign and execute Deeds of Correction/Supplementary Deeds, Deed of Assignment, Deed of Cancellation etc. and to get the same duly Registered in accordance with the law in force.

(9) 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.

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

(11) To support all applications for mutation of name on the said property and to do all necessary things to procure the mutation thereof in favour of such individual buyers in all relevant records. To apply for mutation of our names on the aforesaid property in all relevant records and to do the needful.

(12) To apply to the Nagpur Improvement Trust, Nagpur/Nagpur Municipal Corporation for obtaining a No Objection Certificate/Consent Letter and to receive such Certificate. To represent us before the concerned Officer/Authority of the Nagpur Improvement Trust/Nagpur Municipal Corporation/City Survey Department etc. regarding the aforesaid property and to do the needful.

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(13) To apply to The Scientific Co-operative Housing Society Limited, Nagpur for obtaining a No Objection Certificate/Consent Letter and to receive such Certificate, if considered necessary.

(14) To sign and verify applications, statements, declarations and affidavits etc. for us and on our behalf.

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

(16) To purchase the T.D.R. either in our names or in the name of the Developer Firm i.e. M/s. Shree Home Makers and to load such T.D.R. on the building proposed to be constructed on the aforesaid Plot of land and to do the needful in this regard. To sell/transfer the unconsumed balance T.D.R. to any interested buyer and to execute a proper Deed of Transfer regarding the same in favour of such interested buyer and to get the same duly registered in accordance with the law in force and also to receive the consideration for such T.D.R. from such interested buyer and to pass a valid receipt and discharge for the same.

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

(18) To prepare and sign Plaints, Written Statements, Returns, Affidavits, Appeals, Declarations, Compromise Deeds, Pursis etc. and to submit the same to the concerned Civil/Revenue Courts. To Lead the evidence on our behalf in the Court of Law and to do the needful.

(19) To represent us before any Civil and/or Revenue Courts regarding the aforesaid matters and to do the needful.

(20) To complete all Administrative, Revenue and/or Legal regulation that may be required in this regard. To represent us before the various Government, Semi-Government Departments and Offices, Autonomous Bodies etc. and to do the needful.

(21) To Mortgage the aforesaid property or any part thereof (excluding the Apartments chosen to be retained by us) to any Financial Institution by way of security for the repayment of loan.

(22) To receive, accept, deliver and acknowledge post, letters, telegrams, fax and other correspondence addressed to us or care of the Attorney from the postal department, telecommunication department, courier and all other Government or other public services.

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

(24) To appoint Architect, Engineer and/or Supervisor for carrying on and completing the proposed work, if considered necessary.

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

(26) Generally to act as our Attorney or Agent in relation to the matters aforesaid and all other matters connected therein 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.

(27) 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.

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.

IN WITNESS WHEREOF WE, the Executants hereinabovenamed, have hereto set our respective hands and signed this DEED OF GENERAL POWER OF ATTORNEY at NAGPUR on this 5th Day of SEPTEMBER, 2018 in presence of the attesting witnesses signing as such. Prepared by Adv. A. S. Lanjay

WITNESSES :





1) _____

2) _____
(PRAKASH NARAYAN DEOSARKAR)

3) _____

4) _____
(NIKHIL PRAKASH DEOSARKAR)





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Mesvaekar

(MANGESH PRAKASH DEOSARKAR)

EXECUTANTS



FOR M/s. SHREE HOME MAKERS



S. Naik.

(MRS. SWATI ASHUTOSH NAIK)

Proprietress

ATTORNEY



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