2681/1557
Thursday, February 18, 2021
3:59 PM

पावती

Original/Duplicate
पावती क्र.: 2346
दिनांक: 18/02/2021

नावाने पावती: जोग नाव
दस्तऐवजाचा अनुक्रमांक: नागन6-1557-2021
दस्तऐवजाचा प्रकार : पॉवरऑफ
सादर करणाऱ्याचे नाव: ह.भ.प.विणा हरिकथाकार यांचे पॉवर ऑफ अॅटर्नी घेणारे

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

DELIVERED

NGPN

सह दुय्यम निबंधक, वर्ग-२
नागपूर शहर क्र. ६

बाजार मुल्य: रु.1 /-
मोबदला रु.0/-
भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: DHC रक्कम: रु.800/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 18022021101964 दिनांक: 18/02/2021
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011843238202021E दिनांक: 18/02/2021
बँकेचे नाव व पत्ता:

Scanned with CamScanner

CHALLAN
MTR Form Number-6

GRN	MH001833930202122E	BARCODE		Date	18/02/2021-10:27:19	Form ID	25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NGPS_JT NAGPUR NO 6 SUB REGISTRAR	Full Name	M/S RUCHITA CONSTRUCTION COMPANY
Location	NAGPUR	Flat/Block No.	PLOT NO. 73 SHIVRAJ LAVENDER
Year	2020-2021 One Time	Premises/Building	
		Road/Street	MOUZA DONGAON NAGPUR
		Area/Locality	GOKUL JOHRI SOCIETY
		Town/City/District	
		Pin	4 4 0 0 1 3
		Remarks (If Any)	
		SecondPartyName=DEED OF DECLARATION~	
Total	609.00	Amount In Words	Six Hundred Rupees Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00045720210218417161	MDAZ/VOU/0
Cheque/DD No.		Bank Date	RBI Date	18/02/2021-10:34:26	Not Verified with RBI
Name of Bank		Bank Status		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Bank	

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
वरील चलन हे फक्त दस्त क्रमांक नोंदणी करण्यासाठी असून नोंदणी न झालेल्या दस्तासाठी सदर चलन वापरता येणार नाही.

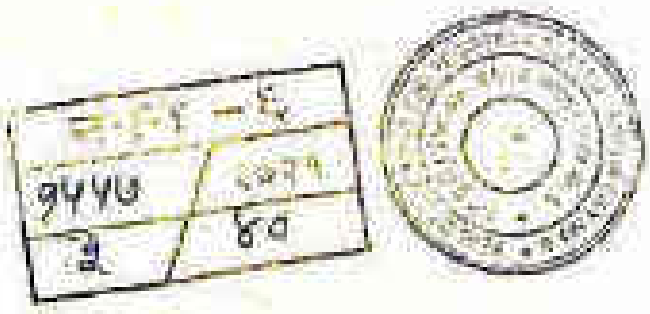
Page: 1/1

Print Date 18/02/2021 10:28:19

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Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1903232101004	Date	18/03/2021
Received from ms ruchita construction company, Mobile number 9881033335, an amount of Rs.600/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office Joint S.R. Nagpur 5 of the District Nagpur.			
Payment Details			
Bank Name	SBIN	Date	18/03/2021
Bank CIN	10804552021031301663	REF No.	1GAK9PKJC6
This is computer generated receipt, hence no signature is required.			





DEED OF DECLARATION

IN

FORM "A"

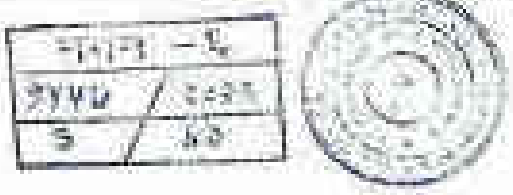
IN THE CITY OF NAGPUR, Taluk and District – NAGPUR. M/S **RUCHIRA CONSTRUCTION COMPANY**, A Proprietary Concern having its Office at Nagpur and acting through its Sole Proprietor SHRI. AMOL S/O LAXMANRAO BADHIYE (PAN – ABSPB6508K), Aged 47 Years, Occupation – Business, Resident of 111, Mahesh Nagar, Nagpur, Taluk and District – NAGPUR, hereinafter referred to as the DECLARER, who is duly empowered and qualified to execute this DEED as hereby done.

FIRST : THAT the Declarer owns the following land situated at GOKULPETH(s HOUSING SOCIETY, NAGPUR, within the limits of the Nagpur Municipal Corporation Ward No. 62 in Taluk and District – NAGPUR, which is fully described as follows :-

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 36 out of the layout of GOKULPETH HOUSING SOCIETY, NAGPUR, NAGPUR containing by admeasurement 445.55 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 72/1, 73/2, 74/1, 75, 76/1, 78/1/1 and 82 of Mouza – BORGAON, bearing City Survey No. 17 and Plot No. 75 of Mouza – BORGAON, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 62 in Taluk and District – NAGPUR, originally belonged to Shri. Anandas Krishnani purchased the same by Sale from the SMCPL by a Sale Deed Dated 7-9-1990, which is duly Registered in the Office of the Sub-Registrar Nagpur in Addl Book No. 1, Volume No. 1870 at Pages 181 to 182 at Sr. No. 6024 on even date.

WHEREAS Shri. Anandas Krishnani himself left for heavenly abode on Dated 20-8-2000 leaving behind him his legal heirs namely (1) Shri. Ramkrishan Anandas Krishnani (2) Shri. Ajit Raj Anandas Krishnani and (3) Smt. Rademidevi Gummukh Advani as his legal heirs which inherited the said property by way of intestate succession. As wife of Shri. Anandas Krishnani namely Smt. Hardevi Anandas Krishnani predeceased him on Dated 7-9-2000.

WHEREAS (1) Shri. Ramkrishan Anandas Krishnani (2) Shri. Ajit Raj Anandas Krishnani and (3) Smt. Rademidevi Gummukh Advani, No. 2 and 3



acting through their Power of Attorney holder Shri. Ramkishan Aseramal Kishnani transferred the said Plot No. 77 to Shri. Rishi Ravindra Lanjekare, by a Sale Deed Dated 25-7-2002, Which is duly Registered in the Office of the Sub-Registrar, Nagpur-4 at Serial No. 3151 on even date.

WHEREAS the aforesaid Plot No. 77 is covered under the Scheme of 1950 Layouts of the Nagpur Improvement Trust, Nagpur.

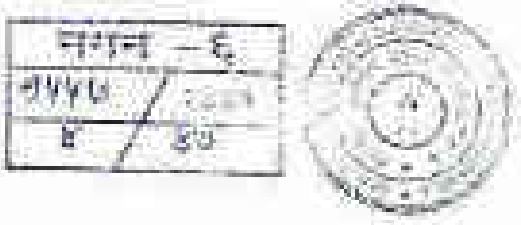
WHEREAS the Regularization Letter regarding the aforesaid Plot No. 77 is issued by the Building Engineer (South East), Nagpur Improvement Trust, Nagpur vide his Permit No. BE(NE)/1900/457 Dated 13-5-2005 in Case No. 30030723482. As per the said Regularization Letter the area of the said Plot No. 77 is shown and declared as 418.4750 Sq. Mtrs.

WHEREAS Shri. Rishi Ravindra Lanjekare thereon transfer the said Plot to M/s Ruchira Construction Company Infra the Grantor hereinabove mentioned, by Agreement to Sell Dated 22-12-2020, which is duly Registered in the Office of the Sub-Registrar - 6, Nagpur in Book No. 1, at Sr. No. 4906 on even date thereafter that a Correction Deed Relating to the said Agreement to Sell was Duly Registered in the office of Sub-Registrar Nagpur-6 at Serial No. 1405 on Dated 16-2-2021 and the after that a Sale Deed Dated 16-2-2021 Registered in favor of the Grantor, which is duly Registered in the Office of the Sub-Registrar - 6, Nagpur in Book No. 1, at Sr. No. 1466 on even date, THAT now As a result thereof the Grantor hereinabovenamed has now become an exclusive, absolute and full Owner of the said Plot No. 77 with heritable and transferable rights thereon.

The aforesaid property is bounded as under :-

ON THE EAST	-	**9.00 METRS WIDE ROAD.**
ON THE WEST	-	**PLOT NO. 84.**
ON THE NORTH	-	**PLOT NO. 76.**
ON THE SOUTH	-	**PLOT NO. 78.**

THAT the Grantor has submitted the said entire land described above containing by admeasurement 418.4750 Sq. Mtrs. to the provisions of the Maharashtra Apartment Ownership Act, 1970.



SECOND :- THAT the Grantor have started the construction on the Piece and Parcel of land described above, of a Multistoreyed Building to be known and styled as "SHIVRAI LAVENDER" according to the Plan attached hereto as EXHIBIT-A, which is approved and the same is duly sanctioned by the Deputy Engineer of Town Planning of Nagpur Municipal Corporation, Nagpur vide his Building Permit No. ADTP(Dharampeth Zone)AW-W-BOR-77/Tracking No. 2021011251063 Dated 15-03-2021 and which is made a part hereof. The Municipal Ward No. is 82, bearing Nagpur Municipal Corporation No. BOR/C/77, City Survey No. 17 and Sheet No. 22 of Mouza – BORGAON.

The Postal Address of the Building is as follows :-

"SHIVRAI LAVENDER"
PLOT NO. 77,
GOKULBORAS HOUSING SOCIETY, NAGPUR,
BORGAON,
NAGPUR - 440013 (M.S.)

THIRD : THAT the said Multistoreyed Building to be known and styled as "SHIVARI LAVENDER" consists of Ground Floor and Five Upper Floors. There is Covered Parking on Ground Floor and 2 (TWO) Apartments each on First, Second, Third, Fourth and Fifth Floor. Thus there are in all 10 (TEN) independent and self contained separate Apartments in the said Building. All these Apartments shall be strictly utilised for Residential Purposes Only. The Ground and Upper Floors are capable of individual utilisation on account of having their common exit to common areas and facilities of the building and the Apartments will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto and each Apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the State Denomination referred to as "FAMILY UNIT"; and also an Undivided interest in the General Common 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 Areas and Facilities" all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

FOURTH : THAT the total built-up area of all the Floors including the Covered Balcony (Excluding open Balconies and Premium area) is 822.100 Sq.Mtrs.



SECOND :- THAT the Grantor have started the construction on the Piece and Parcel of land described above, of a Multistoreyed Building to be known and styled as "SHIVKAI LAVENDER" according to the Plan attached hereto as EXHIBIT-A, which is approved and the same is duly sanctioned by the Deputy Engineer of Town Planning of Nagpur Municipal Corporation, Nagpur vide his Building Permit No. ADTP(Dharampeth Zone)/All-W-8608-77/Tracking No. 202101129/1063 Dated 15-02-2021 and which is made a part hereof. The Municipal Ward No. is 62, bearing Nagpur Municipal Corporation No. 8080/77, City Survey No. 17 and Sheet No. 22 of Mouza – BORGAON.

The Postal Address of the Building is as follows :-

"SHIVKAI LAVENDER"

PLOT NO. 77,

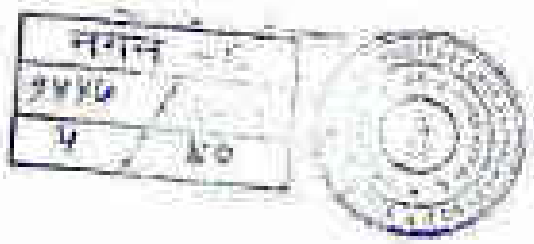
GOKULJOBAS HOUSING SOCIETY, NAGPUR,

BORGAON,

NAGPUR – 440013 (M.S.)

THIRD :- THAT the said Multistoreyed Building to be known and styled as "SHIVKAI LAVENDER" consists of Ground Floor and Five Upper Floors. There is Covered Parking on Ground Floor and 2 (TWO) Apartments each on First, Second, Third, Fourth and Fifth Floor. Thus there are in all 10 (TEN) independent and self contained separate Apartments in the said Building. All these Apartments shall be strictly utilised for Residential Purposes Only. The Ground and Upper Floors are capable of individual utilisation on account of having their common exit to common areas and facilities of the building and the Apartments will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto and each Apartment constituting a heritable and transferable 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 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 Areas and Facilities" all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

FOURTH :- THAT the total Built-up area of all the Floors including the Covered Balcony (Excluding open Balconies and Premium area) is 822.104 Sq.Mtrs.



THAT : THAT this Condominium shall be known and called as "SHIVRAJ LAVANDER CONDOMINIUM" and the Family Units and the Common Areas and Facilities of the building are as follows :-

FAMILY UNIT ON FIRST, SECOND, THIRD, FOURTH AND FIFTH FLOOR

The said Multistoreyed Building consists of Ground Floor and 5 Upper Floors. There is Parking on Ground Floor and 2 (TWO) Apartments each on First, Second, Third, Fourth and Fifth Floor. Thus there are in all 10 (TEN) independent and self contained separate Apartments in the said Building. The Family Units (Apartments) on First Floor is numbered as 101 and 102. The Family Units (Apartment) on Second Floor numbered as 201 and 202. The Family Units (Apartment) on Third numbered as 301 and 302. The Family Units (Apartment) on Fourth Floor numbered as 401 and 402 and The Family Units (Apartment) on Fifth Floor numbered as 501 and 502. The measure 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 Basic Apartment. The main door of the family units on the Upper Floors have an access to the Corridor of the respective floor.

FAMILY UNITS (APARTMENTS) ON FIRST, SECOND, THIRD, FOURTH AND FIFTH FLOOR BEARING NOS. 101, 201, 301, 401 AND 501:

This each Family Units has a Carpet area of 74.578 Sq.Mtrs and Built-up area of 70.310 Sq. Mtrs + Covered Balcony Area of 11.935 Sq.Mtrs. (i.e Total Built-up area of 82.045 Sq.Mtrs). The said each Family Unit is also provided with Open Balcony Area of 4.344 Sq.Mtrs, Premises area (Which includes Passage, Stair and Lift) of 13.467 Sq.Mtrs. exclusive Terrace Area of 6.940 Sq.Mtrs and Covered Parking area of 15.348 Sq.Mtrs.

FAMILY UNITS (APARTMENTS) ON FIRST, SECOND, THIRD, FOURTH AND FIFTH FLOOR BEARING NOS. 102, 202, 302, 402 AND 502:-

This each Family Units has a Carpet area of 75.208 Sq.Mtrs and Built-up area of 70.310 Sq. Mtrs + Covered Balcony Area of 12.265 Sq.Mtrs (i.e Total Built-up area of 82.575 Sq.Mtrs). The said each Family Unit is also provided with Open Balcony Area of 4.344 Sq.Mtrs, Premium

area (Which includes Passage, Stair and Lift) of 13,467 Sq.Mtrs, exclusive Terrace Area of 6,940 Sq.Mtrs and Covered Parking area of 15,348 Sq.Mtrs.

(2) COMMON AREAS AND FACILITIES :-

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

b) Covered Parking Facility is provided in the said Building on Ground Floor.

c) Common passage leading to the Stair Way.

d) Compound Wall on all 4 sides; 4 (FOUR) Gates are provided to the said building for egress and ingress of Apartment Owners.

e) The following facilities are located throughout the Building.

i) 1 (One) Staircase is provided to the said building.

ii) Bore Well/Well with Electric Motor and Pump.

iii) A Sump with Electric Motor and Pump.

iv) Plumbing net-work throughout the Building.

v) Electric wiring net-work throughout the Building.

vi) Necessary light and public water connections.

vii) 1 (One) Overhead Water Tank with Compartment).

viii) 4 Lift with sufficient capacities is provided to the said building.

ix) The foundation and main walls, columns, girders, beams and roofs of the building as described in the Plan which forms a part of the DEED as EXHIBIT-A hereof.

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

SIXTH : (A) THAT the right, title and interest of each Owner of a Family unit in the General Common Areas and Facilities listed under letters (a) to (e) of Sub-Paragraph (2) of Para FIFTH and their proportionate share in the profits and common expenses in the said General Common Areas and Facilities for voting purposes in the meeting of the Association of Apartment Owners of "SHIVRAI LAVENDER CONDOMINIUM" shall be as follows :-

SR. NO.	FAMILY UNIT NO.	UNDIVIDED SHARE IN LAND
1.	101	10.00 PERCENT
2.	102	10.00 PERCENT

Page 4 of 8

3.	201	10.00 PLUS 0.341
4.	301	10.00 PLUS 0.341
5.	401	10.00 PLUS 0.341
6.	307	10.00 PLUS 0.341
7.	407	10.00 PLUS 0.341
8.	402	10.00 PLUS 0.341
9.	302	10.00 PLUS 0.341
10.	202	10.00 PLUS 0.341

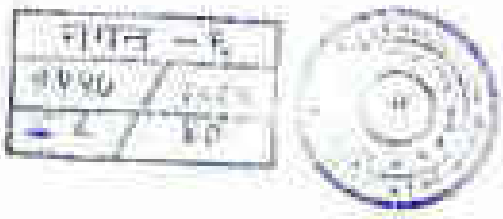
(B) THAT the proportionate representation for voting purposes as provided in (A) hereof may be limited in accordance with the provisions of the laws attached hereto as EXHIBIT-B.

(C) Apportionment and the percentage of Undivided interest in the Common areas and facilities appertaining to the Apartments are not encumbered in any manner whatsoever on the date of this Declaration.

SEVENTH : THAT the administration of **"SHIVKRAL LAXMINIDHI CONDOMINIUM"** consisting the ownership of the Building and parcel of land described in Paragraphs FIRST and EIGHTH 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 Plot 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 Upper Floors are conveyable and be assessed and registered as individual properties capable of independent use, on account of each having it's own access to a common areas and facilities of the building, each family unit owner having exclusive and particular title and interest over his respective family unit and in addition the specified undivided interest in the Common areas and facilities.

NINETH : THAT so long as the Grantee owns and or more of the Family Units, the Grantee shall be subject to the provisions of this Deed and of the Exhibit-A and B attached hereto and the Grantee covenants to take no action which will adversely affect the rights of the Association of Apartment owners with respect to assurances against latent defects in the building or other rights



Assistant Sub Registrar

assigned to the Association by reason of the establishment of "SHIVAM LAVENDER CONDOMINIUM".

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

ELEVENTH : THAT the Percentage of the Undivided interest in the General common 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.

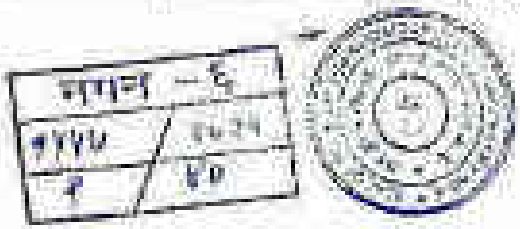
TWELFTH : THAT the Undivided interest in the General Common Areas and Facilities shall not be separated from the Family Unit to which it appertains, and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

THIRTEENTH : 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.

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

FIFTEENTH : 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 Areas and Facilities or by the abandonment of his family unit.

SIXTEENTH : 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 sum unpaid on a first mortgage of the apartment.

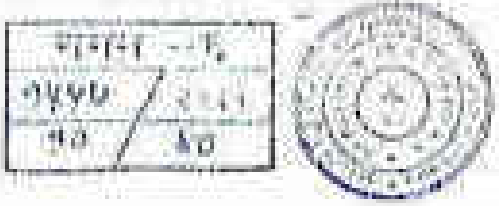


SEVENTEENTH : THAT all notices or forms required hereto, those known as Form No. 9 and Form No. 10 only excepted, may be served upon the Owner of any Family Unit by delivering the same to the Owner personally or by sending the same by prepaid registered mail addressed to the Owner at the address of the Family Unit or at the last known address of the Owner according to the records of the Association, and any notice or form so served shall be deemed to have been served on the day following the date of such delivery or mailing, as the case may be, and in proving such service it shall be sufficient to prove that personal delivery or such mailing was made. Notices required to be served on the Association may be served by delivering the same to the President or Secretary of the Association or by mailing the same by prepaid registered mail addressed to the Association at its address as set forth in the Declaration or at such other address as the Association may from time to time advise the Owners of Family Units in writing, and any notice so served shall be deemed to have been served on the day following the date of such delivery or mailing, as the case may be, and in proving such service it shall be sufficient to prove that personal delivery or such mailing was made. Notices required to be served on the Owners may be served by delivering the same to the Owner personally or by sending the same by prepaid registered mail addressed to the Owner at the address of the Family Unit or at the last known address of the Owner according to the records of the Association, and any notice so served shall be deemed to have been served on the day following the date of such delivery or mailing, as the case may be, and in proving such service it shall be sufficient to prove that personal delivery or such mailing was made. The respective Family Unit Owners shall not be served or permitted to serve any notice or form by the Apartment Owners thereof for whatever purpose, which shall be defined as (1) Rental arrangements or arrangements for any period less than thirty days, (2) Any sound or if the occupants of the family unit are provided customary hotel or boarding or lodging or janitor 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 their lease and license or sub-lease provided that such lease or letting and license or sub-lease be in the Declaration and further subject to the by-laws and Condominium Property Act.

EIGHTEENTH : THAT if the property, subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed, the repairs, reconstruction or disposition of the property shall be as provided by the Condominium Apartment Ownership Act, 1970.

NINETEENTH : THAT where a family unit is sold by a mortgagee or disposed of by the power of sale under an English Mortgage or by a court in connection therewith 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 became due prior to the acquisition of title by such acquirer, it being understood however, that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

TWENTIETH : THAT in a voluntary conveyance of a family unit the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association of Apartment Owners against the 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 Grantor the amounts paid by the Grantee therefore. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the Association, as the



case may be, setting forth the amount of the unpaid assessments against the Owners due to the Association and such person shall not be liable for, nor shall the family unit conveyed be subject to a charge for any unpaid assessments made by the Association of Apartment Owners against the Grantor in excess of the amount therein set forth.

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

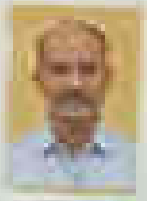
IN WITNESS WHEREOF the GRANTOR named above has hereto set his hand and signed this DEED OF DECLARATION at NAGPUR on this 16th Day of FEBRUARY, 2021 in presence of the following witnesses.

Drafted By Adv. Amol Jain

Mobile - 9284033335

FOR SHIVRAJ LAVENDER

ASSOCIATION



(AMOL LAXMANRAO BADHIYE)

For M/s Buildtech Construction

Company

Promoter

GRANTOR



WITNESSES :

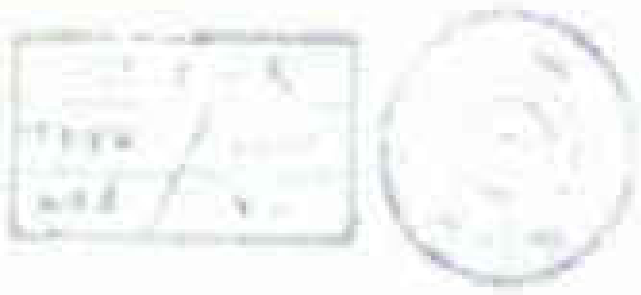
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सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नागपूर [illegible]

दस्त क्रमांक : 1466/2021

नोंदणी :

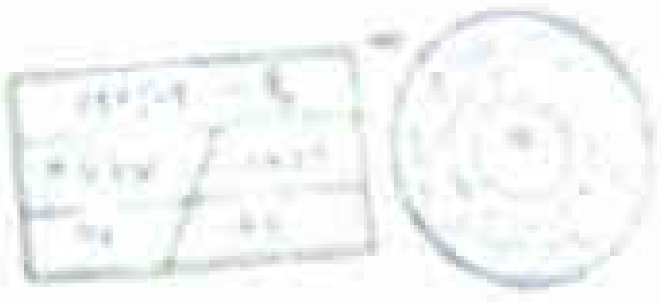
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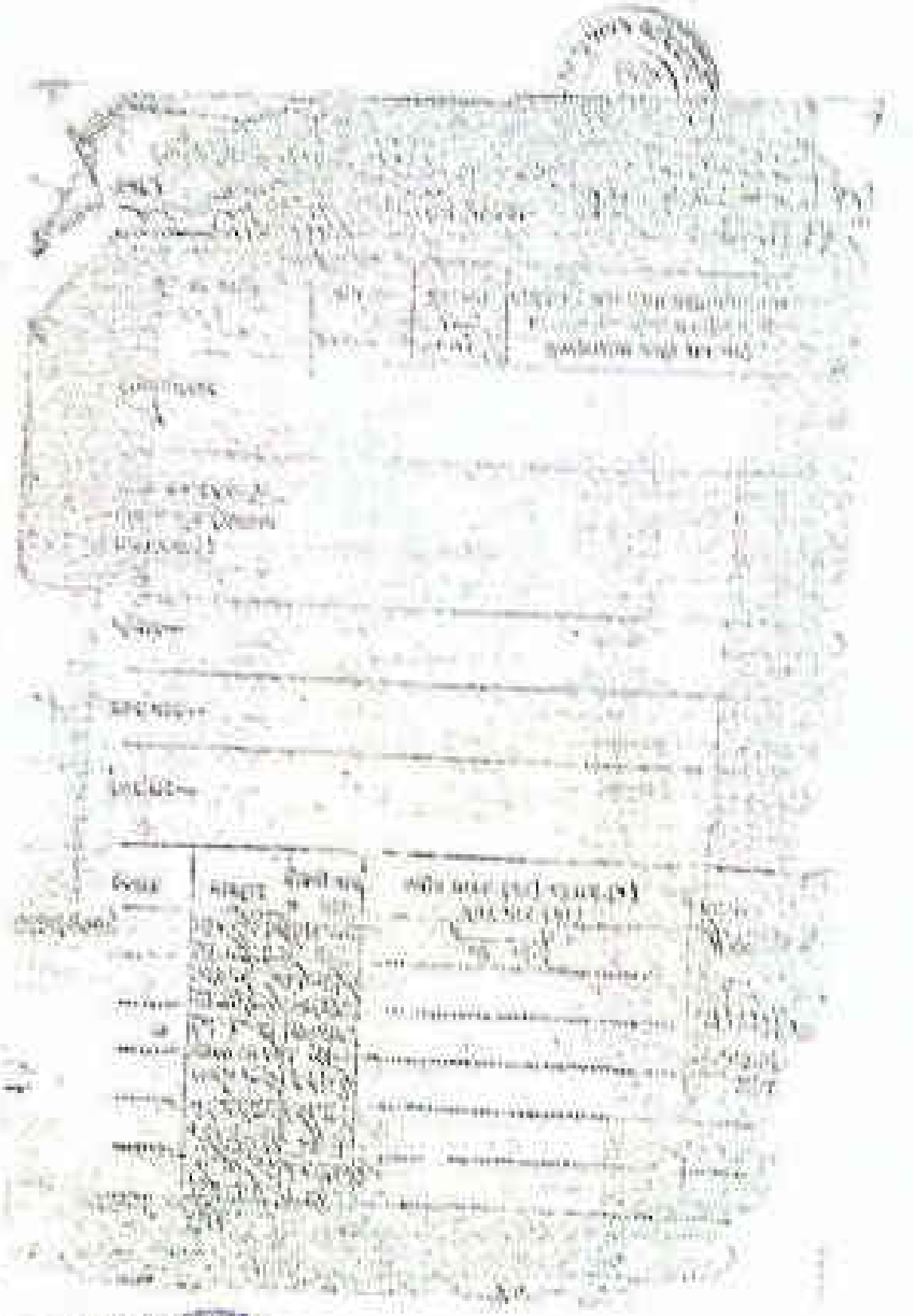
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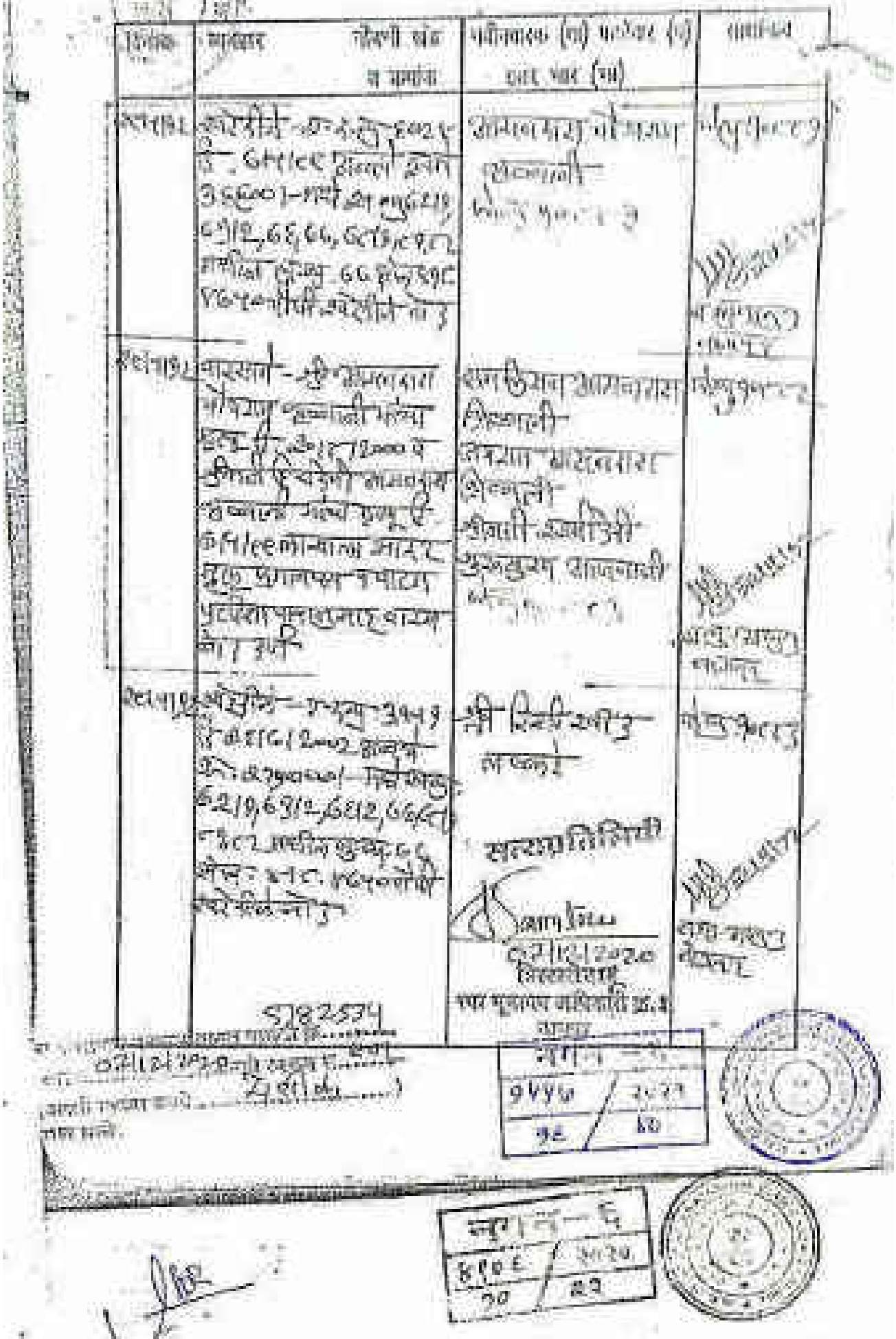
(1)विलेखाचा प्रकार	[illegible]
(2)मोबदला	1050000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	672000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) [illegible] Plot Number : 77 ; C.T.S. Number : 17 ; [illegible]
(5) क्षेत्रफळ	[illegible] चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): [illegible]
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): [illegible]
(9) दस्तऐवज करुन दिल्याचा दिनांक	16/02/2021
(10)दस्त नोंदणी केल्याचा दिनांक	16/02/2021
(11)अनुक्रमांक,खंड व पृष्ठ	1466/2021
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	
मूल्यांकनासाठी विचारात घेतलेला तपशील:-	मुल्यांकनाची आवश्यकता नाही कारण [illegible] नोंदविला आहे [illegible] नोंदविला आहे
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

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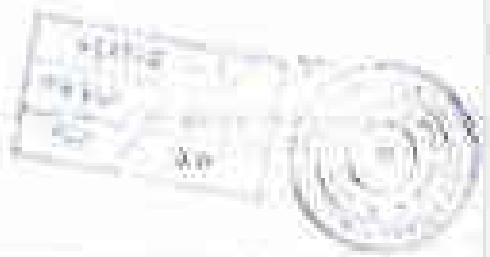
Nagpur Municipal Corporation

APPENDIX 'A'

(Regulation No. 6.4.1)

Form for Sanction of Building Permit/Occupation Certificate

Name of the Owners	
Address of Applicant	
Permit No.	
Site of Proposed Work, Plot No.	
Ward & Mouza	
Locked Name	



1. The sanction is granted subject to the provisions of the Maharashtra Regional and Town Planning Act, 1966 and the Development Control Rules and Building By-laws.

2. The land reserved in development of the sanctioned of the written rule shall form part of the public street.

3. The sanction does not entitle you to develop the land which does not belong to you.

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

5. No departure from the sanctioned plan should be made without obtaining previous sanction of the NMC. If any construction is carried out in contravention of the sanctioned plan the Nagpur Municipal Corporation 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 Nagpur Municipal Corporation is to be informed immediate commencement of construction will have to be given to the Nagpur Municipal Corporation in prescribed form 'B'.

7. The intimation regarding completion of construction upto plinth level shall be given in the form as in Appendix 'C' to the NBC. Further construction shall be carried out only after obtaining approval in prescribed format 'D' from the NMC.

8. The Building or part thereof shall not be occupied or used unless occupation certificate has been obtained from Commissioner. NMC as provided in form 'E'. The owner shall make application for occupancy certificate in the prescribed form to the Commissioner, NMC in the form of Appendix 'F'. The certificate shall be accompanied by 3 sets of plans of completed development. The Commissioner, NMC shall inspection of the work and after satisfying himself that the work is in accordance with the sanctioned plans, issue an occupancy certificate.

Amended with Gazette

9. Any person who contravenes any of the provisions of these regulations, any requirements or obligations imposed on him by value of these regulations including the maintenance of the prescribed services and applications and the in working order or who supplies false or misleads 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 sub- 12 to 20 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 the inspect the Commissioners order for rectifying them shall be complied with

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

13. W.C., Bathroom and washing places shall not be used unless proper connections are made as per clause 12 to 20 through isolated gullies or 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 Commissioner NMC.

14. During the course of construction of building a display board of size not less than 60 cm x 45 cm shall be fixed at site in a conspicuous place indicating the Building Permit No. & date along with the name of Structural Engineer, Civil Engineer, Architect & Contractor with their Contact Numbers. And the sanctioned plan shall always be available at site for inspection by officials of Nagpur Municipal Corporation.

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 required as dispensing with such compliance except to the extent to which it is specifically dispensed herein.

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

17. The permit holder is not allowed to make communication from or through Nagpur Municipal Corporation roads and road sides without permission in writing from Commissioner who may grant it on such terms and conditions as may deem fit. Where such permission has been granted such that shall not be an obstruction or be a nuisance to the road user. The excavated materials deposited shall be removed within three days of use of land. It are shall be attended to duly by Nagpur Municipal Corporation land without Corporation prior permission and if such permission is granted but subsequently it is seen that permission is causing hindrance to the public then it shall be removed by the Nagpur Municipal Corporation at the risk and cost of the permit holder and Nagpur Municipal Corporation shall not be responsible for any loss or damage caused to the permit holder. No claim in this account shall be taken against Nagpur Municipal Corporation.

18. Subject to this condition that the party will plant and grow in suitable land & tree or shade trees under the protection of Maharashtra Urban Area Preservation of Tree Act, 1975.

19. This sanction is subject to the condition that sanitary water and sewerage disposal is not guaranteed by Nagpur Municipal Corporation.

20. Gutters of adequate sizes should be provided when the plot boundary walls is common from road.

21. Suitable water delivery boxes should be installed at easily accessible place on ground floor.

22. Rain water harvesting as shown on the plan are required to be provided as per the directions issued by Government of Maharashtra, Urban Development Department, Mantralaya, Mumbai vide Circular No. TPB 4312/913/2128/CR-230/2012/UD-11 dated 18/09/2012. The Authority impose a fine of not exceeding Rs. 1000/- per annum for every 100 sqm of built up area in the layout of the building to provide on to maintain Rain Water Harvesting structures as required under these Bye-laws.

23. Keeping Side 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 80 of Indian Electricity Rules 1956.

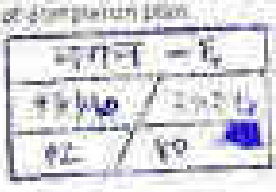
24. Precautionary measures shall be taken by an applicant or owner or licensed builder on work site regarding Construction and Demolition (C & D) Waste. It is also mandatory for an applicant to submit the compliances of the conditions of the said Construction and Demolition (C & D) Waste Rules and its guidelines as per corrections issued by the office of the Central Pollution Control Board, Prevention & Management of Construction and Demolition Waste Management Rules 2016 to the Competent Authority.

25. As per Regulation No. 36 of Model Building Bye-Laws to provide facilities for physically handicapped persons as specified in 'e' Appendix 'F'. As per Government notification no. TPB-1301/2515/CR-181/2005-UD-9 This Bye-Laws were applicable to all buildings and facilities used by the public (Goshwara).

26. 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/CIRCULAR/01 03/01/2006 as per Government Circular Notification No. TPS-1104-2011-CR-104(1)-11-UD-9 dated 02/04/2011 published on date 28/04/2005 in appendix 'B' (Regulation No. 35).

27. No Construction / Removable activities shall be carried out between 8.00 pm to 6.00 am as per judgment issued by Hon'ble High Court of Judicature at Bombay, Nagpur Bench in Pil. No. 106 of 2015 on Date 18/02/2015.

28. 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. Concerned Architect/Structural Consultant, Assistant and Architect shall be liable for action. For occupation certificate, application in prescribed proforma shall be submitted to NMC in appendix 'J' along with three copies of completion plan.





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29. Party will have to take utmost care during construction period and adopt all safety measures and precautions to avoid occurrence of accident. In case of any accident, party will be solely held responsible for the same.

30. Applicant should take the approval from NMC for the connection of Sewer Line, Storm Water Drain and Water Pipe Line.

31. If any mistake / error encountered 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 NMC in this regard shall be final.

32. Subject to submission of NOC from Health Department, NMC, Nagpur.

33. Applicant should strictly follow the conditions mentioned in the NOC/Recommendation letter given by Chief Fire Officer and Emergency Services,Nagpur Municipal Corporation Nagpur, Vide L No. _____ Dated ____/____/____.

Enclosure : One Copy / One Set of Sanctioned Plan

2019/0/9

Date of Generation: 19/02/2021

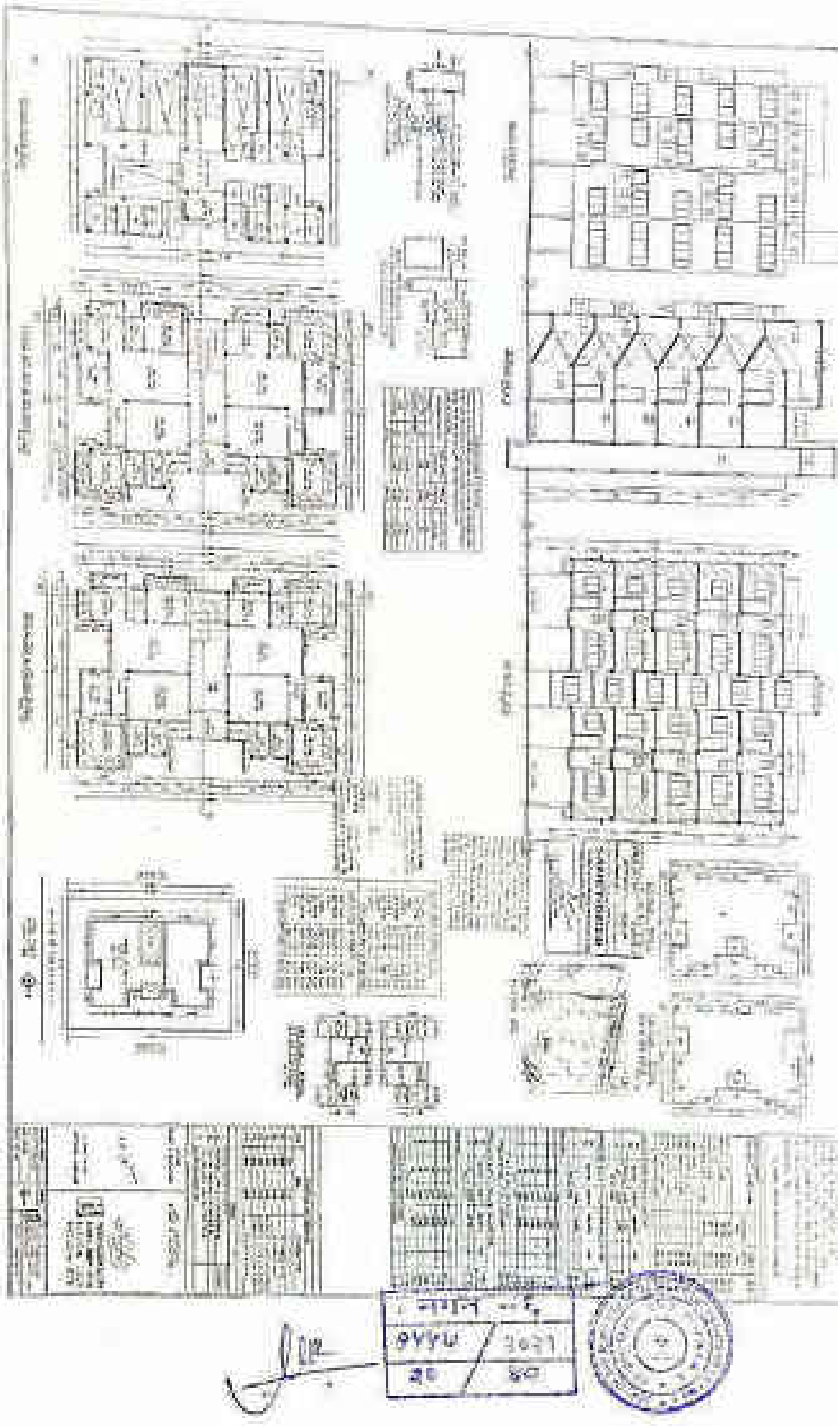
DEPUTY ENGINEER
Town Planning Section
Nagpur Municipal Corporation
Nagpur, Dated

Copy to :-

1. Ward Office Dharampeth Zone, Nagpur Municipal Corporation, Nagpur, with a copy of sanction (enclosed herewith) for issued
2. The Assessor Nagpur Municipal Corporation, Nagpur

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"EXHIBIT- B"

BYE LAWS OF "SHIVRAJ LAVENDER CONDOMINIUM"

CHAPTER - I

1. SHORT TITLE AND APPLICATION :-

(i) These Bye-laws may be called the Bye-laws of "SHIVRAJ LAVENDER CONDOMINIUM".

(ii) The provisions of these Bye-laws apply to the "SHIVRAJ LAVENDER CONDOMINIUM".

All present or future owners, lessees, future lessees 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 "SHIVRAJ LAVENDER CONDOMINIUM".

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

(d) "BUILDING" means the building located on All That Piece and Parcel of land bearing Plot No. 77 out of the layout of GOKUL NIWAS HOUSING SOCIETY, NAGPUR, admeasuring by admeasurement 4.18.4770 Sq. Mtrs. being a portion of the entire land bearing KH. Nos. 72/1, 72/2, 76/1, 77, 77/1, 78/1, B1 AND B2 of Mouza – DORIGAON, bearing City Survey No. 13 and Sheet No. 22 of Mouza – DORIGAON, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 62 in Taluk 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.

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(c) "OWNER" OR "APARTMENT OWNER" means the person owning an Apartment in the "SHIVRAJ APARTMENT CONSORTIUM"

(d) "Act" means a Maharashtra Act

(e) "Unit" means a Family Unit in the "SHIVRAJ APARTMENT CONSORTIUM"

(f) "Registrar" means the Registrar of Co-operative Societies

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

3. SHAREHOLDERSHIP:

The Building located on ALL THAT Piece and Parcel of land bearing Plot No. "" out of the layout of MOUZA DHAMNA (SHAHPUR) KHALSA, NAGPUR, admeasuring by admeasurement 4363.91 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. "", "", "", "", "" of Mouza – DHAMNA (SHAHPUR) bearing C.S. Survey No. 1" and Sheet No. 22 of Mouza – DHAMNA, Nagpur, within the limits of the Nagpur Municipal Corporation, Ward No. 67 in Tehsil and District – NAGPUR.

4. OBJECTS AND ASSOCIATION :

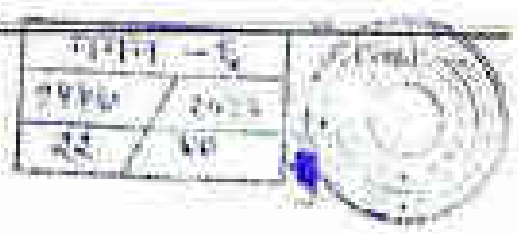
The objects of the Association shall be –

(a) to be and to act as the Association of Apartment Owners of the building called "SHIVRAJ APARTMENT CONSORTIUM", situate at Gokul Housing Society, Bezonbag, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 67 in Tehsil and District – NAGPUR in Tehsil 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 accept 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, to raise Loans for that purpose.

(d) to retain and use or license if possible, suitable portions of the common areas to outsiders for commercial purpose and to distribute the common profits left after defraying the common expenses amongst the Apartment owners as common profits or to utilise 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 installments.

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

(h) To frame rules with the approval of the General Meeting of the Association and after consulting the competent authority and may establish a provident fund and gratuity fund, if necessary, for the benefits of the employees of the Association.

(i) To do all things necessary or incidental thereto provided 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 "SHIVRAJ LAVENDER CONDOMINIUM" and executed registered Declaration Under Section 3, submitted their Apartment to the provisions of the Act shall automatically be the members of the Association and shall pay the sum of one rupee as entrance fee and may purchase at least one share of the face value of Rs. 100/- (Rupees One Hundred) Only. Each Apartment owner shall receive a copy of the Bye-laws on payment of Rs. 50/- (Rupees Fifty) Only.

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

(3) On the death of an Apartment Owner, his/her Apartment shall be transferred to the person or persons to whom he/she bequeathed the same by his/her WILL, or to the legal representatives of his/her estate, in case he/she has not made any specific bequest of the Apartment the name of the legatee or the names of the legal representatives jointly, shall be entered in the register of Apartment Owners.

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Approved with Corrections

nominated by the Secretary for the purpose of administration of the "SHIVRAJ LAVENDER CONDOMINIUM" or Apartment Owner or jointly Apartment owners where any legatee is minor, the Apartment owner shall be entitled to appoint as guardian for such minor.

8. JOINT APARTMENT OWNERS :

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

9. HOLDING OF ONE SHARE COMPULSORY :

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

10. DISQUALIFICATIONS :

No Apartment owner shall be entitled to vote on the occasion 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 due/dues 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

11. VOTES :

Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the Family unit or units in the Declaration.

12. QUORUM :

Except as otherwise provided in these Bye-laws the presence in person of a majority of Owners shall constitute a quorum.

13. VOTES TO BE CAST IN PERSON :

Votes shall be cast in person.

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CHAPTER - III
ADMINISTRATION

12. POWER AND DUTIES OF ASSOCIATION :

The Association will have the responsibility of administering the "SEEVAM LAVENEUR CONDOMINIUM", approving the Annual Budget, Establishing and collecting monthly assessments and arranging for the Management of the Condominium in an efficient manner except as the Condominium is 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 2022 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. 25. The owners may also transact such other business of the Association as may properly come before them.

15. SPECIAL MEETINGS :

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

16. NOTICE OF MEETINGS :

It shall be the duty of the Secretary to mail or send the Notice of each Annual or Special Meeting, stating the purpose thereof, as well as, the time and place where it is to be held, to each Apartment owners at least 3 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this 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.

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17. ADJOURNED MEETINGS :-

If any meeting of Owners cannot be organised because a quorum has not attended the owners who are present, may adjourn the meeting to a time not less than Forty-Eight hours from the time the original meeting was called. If at such adjourned meeting also no quorum is present, the owners present in person being not less than two shall form a quorum.

18. ORDER OF BUSINESS :-

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

(a) Roll Call.

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

(c) Reading of minutes of preceding meeting.

(d) Reports of Officers.

(e) Reports of the Housing Commissioner or the Registrar or 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 "SHIVRAJ LAVENDER CONDOMINIUM" and the Common areas and facilities and the restricted common areas and facilities.

(b) Collection of monthly assessment from the Owners.

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

22. MANAGER :

The Board may employ for the Association a Manager at a compensation determined by the Board to perform such duties and services as the Board shall authorize including, but not limited to the duties listed in Bye-law 30.

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 or/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.

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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 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.

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CHAPTER - V
OFFICERS

32. DESIGNATION :

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

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37. SECRETARY :

The Secretary shall keep the minutes of all the meetings of the BOARD and the minutes of all meetings of the Association, he shall have charge of such books and papers as the BOARD may direct and he shall, in general, perform all the duties incidental to the Office of Secretary.

38. TREASURER :

The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all the moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the BOARD.

CHAPTER - XI
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 "SHIVRAJ LAVENDER 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 replacements.

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 "SHIVRAJ LAVENDER CONDOMINIUM" as entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.

(2) All the repairs of internal 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.

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(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 Apartments shall be strictly utilised for RESIDENTIAL Purposes Only.

(2) An owner shall not make any structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the president of the Board, if no Manager is employed. The Association shall have the obligation to answer within THIRTY days and failure to do 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 leave to be placed in the lobbies, stairways and other areas of "SHIVRAI LAVENDER 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 in or threatening his unit, whether the owner is present at the time or not.

(2) An Owner shall permit other owners, or their representatives when so required to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the other. In case of an emergency such right of entry shall be immediate.

44. RULES OF CONDUCT :

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

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(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 "SHIVRAI LAVENDER CONDOMINIUM".

(4) It is prohibited to dust rugs, etc. from the windows or to clean rugs etc. by beating on the exterior part of the said Condominium.

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

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

CHAPTER - VII

FUNDS AND THEIR INVESTMENTS

48. **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

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(c) On any co-operative Bank or society other than those referred to in Clause (b) of this purpose by the Association.

47. AUTHORITY :

Should there be any Acquisition of Apartment owners in the locality in which the "SHIVKALA AVENUE CO-HOUSING", 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 Co-Owners under the rules thereof.

48. ACCOUNTS :

(1) A Banking Account shall be opened by the Association into which all monies received on behalf of the Association shall be paid, provided that the Secretary may retain in his personal custody, an amount not exceeding Rs. 2000/- (Rupees Two Hundred) only for petty expenses. All payment above Rs. 2000/- (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 assets 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 (ASC).

(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 Lessees. The financial statement shall state upto what date profits and expenses of common areas are included.

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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 accounts of the Association, to be prepared by the Board as hereinabove provided and shall examine the annual returns and verify the same, with the accounts relating thereto and shall either sign the same on board by him to be correct duly vouched and in accordance with law, or specially report to the Association in what respect he finds it impossible to do so or finds it incorrect or not in accordance with law.

51. POWER OF AUDITOR :

The Auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common areas and facilities and common expenses and shall make a special report to the Association upon 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".

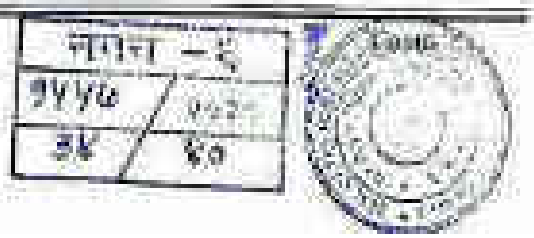
53. NOTICE OF UNPAID ASSESSMENTS :

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 of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the Secretary or any other person authorised by the Association in that behalf.

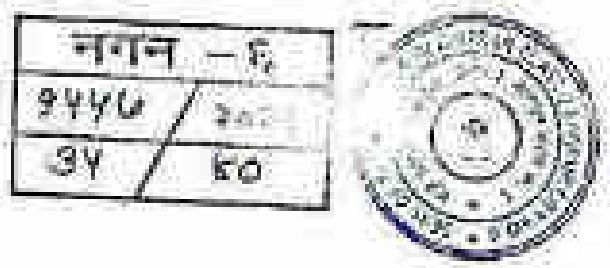
CHAPTER – X

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56. 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 "SHIVRAJ LAVENDER CONDOMINIUM" as shown in the DECLARATION.





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DISTRICT BAR ASSOCIATION

Name [illegible]

Reg. No. [illegible]

Room No.

Add. 31.3, Hanuman Nagar, Nagpur.

Enrolment No. [illegible]

Date of Issue : [illegible]

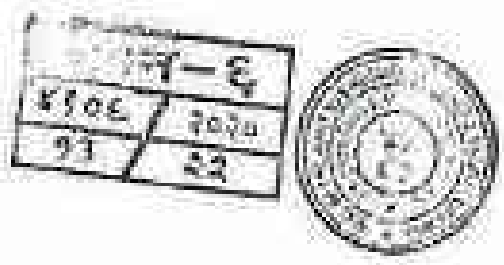
President Secretary

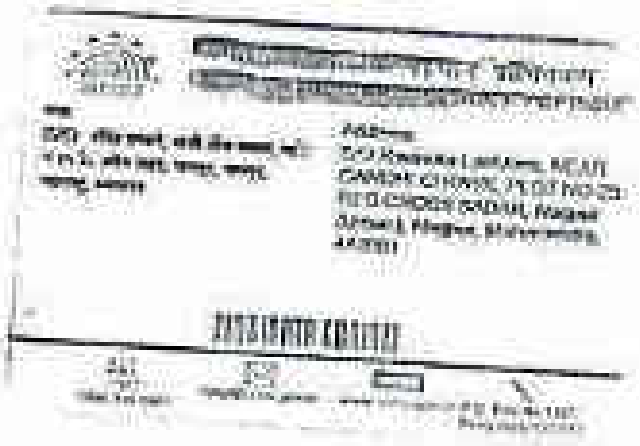
















CHALLAN

MTR Form Number: 6

GRN		Barcode		Date		Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	[illegible] NAGPUR(CENTRAL) SUB REGISTRAR	Full Name	[illegible]
Location	NAGPUR		
Year	2021-2022 One Time	Flat/Block No.	PLOT NO. 77 [illegible] LAYOUT
Account Head Details	Amount in Rs.	Premises/Building	
[illegible] Stamp Duty	500.00	Road/Street	MOUZA [illegible] NAGPUR
[illegible] Registration Fee	100.00	Area/Locality	[illegible]
		Town/City/District	
		PIN	4 4 0 0 1 2
		Remarks (If Any)	
		SecondPartyName=DEED OF DECLARATION	
		Amount In Words	Six Hundred Rupees Only
Total	600.00		

Payment Details: STATE BANK OF INDIA

FOR GRCIN REGIONAL BANK

Cheque/DD Details		Bank CIN	Ref. No.	[illegible]	[illegible]
Cheque/DD No.		Bank Date	RBI Date	[illegible]	Not Verified with RBI
Name of Bank		Bank Branch		STATE BANK OF INDIA	
Name of Branch		Bank Ref. No./Date		Not Available with Bank	

Department Id: Mobile No.:

NOTE: This challan is valid for deposit in Sub Treasury office only. Not valid for unregistered document.

Challan Entered Details

Sr. No.	Remarks	Defacement no.	Defacement Date	User Id	Defacement Amount
1	MH-[illegible]-1557	[illegible]	[illegible]	[illegible]	100.00
2	MH-[illegible]-1643	[illegible]	[illegible]	[illegible]	500.00
			Total Defacement Amount		600.00

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दुपहर 12 फरवरी 2021 3:31 के.ई.

प्रति कार्यालय: गणपति /1557/2021

बाजार मूल्य: रु.01/-

मोचकला: रु. 00/-

भारतीय मुद्रांक शुल्क: रु.500/-

इ. प्रि. सह. पु. नि. नगर36 शाखा कार्यालय

के. के. 1557 वर्ष दि.16-02-2021

सीमे 3.30 के.ई. का. कुमार केला

आपणी:2348 मजदूरी दिनांक: 16/02/2021

व्यापारी/व्यापारी नाम: ई अंकित कानूनबाज संस्थी गांव पोस्ट पी. अमोल पालना 114 कहिये

मोचनी की	रु. 100.00
कल मुद्रांकनी पर	रु. 400.00
मुद्रांकनी गाला: 40	
कुल:	500.00

सह दस्तावेज निरीक्षक, अनं-3
गणपति मुद्रांक अ. के.

सह मुद्रांक निरीक्षक, गण-3
गणपति मुद्रांक अ. के.

व्यवसाय का प्रकार: पोषणालय

मुद्रांक शुल्क: प्रतिलिपि

सिद्धा क्र. 1 16 / 02 / 2021 03 : 30 : 15 PM की केस: (व्यवसायिक)

सिद्धा क्र. 2 16 / 02 / 2021 03 : 31 : 12 PM की केस: (दि)

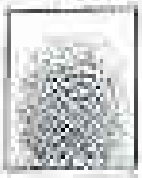
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Sr. No.	Name of Bidder	Type	Verification no/Vendor	UTR No/Instrument	Amount	Mode of	Cheque Number	Cheque Date
1	M/S SUCHETA CONSTRUCTION COMPANY	eChallan	[illegible]	[illegible]	500.00	OD	[illegible]	[illegible]
2		SHC		[illegible]	500	RT	[illegible]	[illegible]
3	M/S SUCHETA CONSTRUCTION COMPANY	eChallan		[illegible]	500	RT	[illegible]	[illegible]

(GST Stamp Duty) (RT: Registration Fee) (SHC: Document Handling Charges)

[illegible]