269/2337
Tuesday,March 16 ,2021
11:22 AM

पावती

Original/Duplicate
नोंदणी क्र. :39M
Regn.:39M

पावती क्रं.: 3460 दिनांक: 16/03/2021

सादरकर्त्याचे नाव: सौरभ ताम्रकार
दस्तऐवजाचा अनुक्रमांक: नवन6-2337-2021
दस्तऐवजाचा प्रकार : भोगवटापत्र
सादर करणाऱ्याचे नाव: मे त्रय भावाजी इसम तर्फे भागीदार सचिन लक्ष्मणराव कडीये

नोंदणी फी	₹. 100.00
इतर तडजोडी फी	₹. 850.00
पृष्ठांची संख्या: 43	
एकूण:	₹. 950.00

DELIVERED

आपणास मूळ दस्त ,सवलत चिट्,सूची-२ अंदाजे
11:40 AM ह्या वेळेस मिळेल.

NSP6

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

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

1) पेमेंटचा प्रकार: DHC रक्कम: ₹.860/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 16032021029870 दिनांक: 16/03/2021
बँकेचे नाव व पत्ता:
2) पेमेंटचा प्रकार: eChallan रक्कम: ₹.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008235839202021E दिनांक: 16/03/2021
बँकेचे नाव व पत्ता:

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CHALLAN
MTR Form Number-6

GRN MH008235839202021E BARCODE Date 13/1/2020 10:45:27 Form ID 25.1

Department Inspector General Of Registration
Stamp Duty
Type of Payment Registration Fee
Office Name NGP1_HQR-SUB REGISTRAR NAGPUR 1
Location NAGPUR
Year 2020-2021 One Time

Account Head Details | Amount In Rs.
0030034401 Stamp Duty | 500.00
0030063301 Registration Fee | 100.00
Total | 600.00

Payer Details
TAX ID / TAN (If Any)
PAN No.(If Applicable)
Full Name
Flat/Block No.
Premises/Building
Road/Street
Area/Locality
Town/City/District
PIN
Remarks (If Any)
Amount In Words: Six Hundred Rupees Only

Payment Details: IDBI BANK
Cheque-DD Details
Cheque/DD No.
Name of Bank
Name of Branch

FOR USE IN RECEIVING BANK
Bank CIN Ref. No. 00103319202012711412 2647550316
Bank Date RBI Date 13/1/2020 10:47:40 NA
Bank-Branch IDBI BANK
Scroll No., Date 102, 13/1/2020

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
Mobile No. :

Signature Not Verified
Digitally signed by SB VIRTUAL TREASURY
Date: 2021.01.13 10:48:05 IST
Reason: Receipt
Location: India

नोंदणी ३९ म
२३३६ / २०२१
१ / ६३

Page 1/1

Print Date 15-03-2021 07:49:16

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DEED OF DECLARATION

IN

FORM "A"

IN THE CITY OF NAGPUR, Tahsil and District – NAGPUR I, **M/S JAI BALAJI INFRA (PAN: - AAPF1784D)**, A Partnership Firm, having its office at Nagpur, acting through its Partners (1) **SHRI. AMOL** S/o **LAXMANRAO BADHIYE (PAN: - AHBPB4560C)**, Aged 43 Years, Occupation – Business, Resident of 111, Mahesh Nagar, Nagpur, Tahsil and District – NAGPUR AND (2) **MRS. REKHABEN** W/o **RAJESHBHAI PATEL (PAN: - AIZPP7635E)**, Aged 41 Years, Resident of Plot No. 35, Laxmi Nivas, Wanadongri Road, Near Ramdas Dhuware, Lakadganj, Nagpur - 440008, Tahsil and District – NAGPUR, hereinafter referred to as the GRANTOR, who is fully empowered and qualified to execute this DEED do hereby state.

FIRST : THAT the Grantor owns the following land situate at GOKUL/JORAN HOUSING SOCIETY, NAGPUR, within the limits of the Nagpur Municipal Corporation Ward No. 62 in Tahsil and District – NAGPUR, which is fully described as follows :–

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 85 out of the layout of GOKUL/JORAN HOUSING SOCIETY, NAGPUR, consisting by admeasurements 442.93 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 72/1, 73/1, 76/1, 77/1, 78/1, 81 AND 82/1 of Mouza – BORGAON, bearing City Survey No. 17 and Sheet No. 22 of Mouza – BORGAON, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 62 in Tahsil and District – NAGPUR, Originally belonged to Smt. Abha Anil Dabra purchased the same by her from the said society by Sale Deed Dated 7-5-1999, which is duly Registered in the office of Sub-Registrar Nagpur-3 in Addl Book No. 1, Volume No. 1670 on Pages 185 to 186 at Serial No. 6025 on even date.

WHEREAS the aforesaid Plot No. 85 is covered under the Scheme of 1909 Layouts of the Nagpur Improvement Trust, Nagpur.

WHEREAS the Regularization Letter regarding the aforesaid Plot No. 85 is issued by the Building Engineer (West), Nagpur Improvement Trust, Nagpur vide his Permit No. BE(W)/1900/1.3656 Dated 4-8-2010 in Case No.

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2010032234890. As per the said Regularization Letter the area of the said Plot No. 85 is shown and declared as 419.5700 Sq. Mtrs.

WHEREAS Interior Smt. Abha Anil Bohra unutilized the said Plot to M/s Ravi Maya Property Project Pvt. Ltd. through its Director Shri Ravinder V Lashkari by a Sale Deed Dated 28-7-2011, which is duly Registered in the Office of the Sub-Registrar - 4, Nagpur in Book No. 1, at Sr. No. 4215 on Dated on even date.

WHEREAS M/s Ravi Maya Property Project Pvt. Ltd. through its Director Shri Ravinder V Lashkari Interior transfer the said Plot to M/s Jai Balaji Infra the Grantor hereinabovenamed, by a Sale Deed Dated 6-2-2020, which is duly Registered in the Office of the Sub-Registrar - 1, Nagpur in Book No. 1, at Sr. No. 1008 on Dated on even date and later a Correction Deed Dated 14-3-2020 was Registered in relation with the Sale Deed, which is duly Registered in the Office of the Sub-Registrar - 1, Nagpur in Book No. 1, at Sr. No. 1359 on Dated 17-3-2020. THAT now As a result therefore the Grantor hereinabovenamed has now become an exclusive, absolute and full Owner of the said Plot No. 85 with heritable and transferable rights therein and the same is also accordingly mutated in its name in all the relevant records.

The aforesaid property is bounded as under :-

ON THE EAST	-	**PLOT NO.76,**
ON THE WEST	-	**ROAD.**
ON THE NORTH	-	**PLOT NO. 86,**
ON THE SOUTH	-	**PLOT NO. 84.**

THAT the Grantor has submitted the said entire land described above containing by admeasurement 419.5700 Sq. Mtrs. to the provisions of The Maharashtra Apartment Ownership Act, 1970.

SECOND :- THAT the Grantor have started the construction on the Plot and Parcel of land described above, of a Multistoreyed Building, to be known and styled as "SHIVRAI LILY" 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/ARI-W-0618-85/Tracking No. 2020081256619 Dated 4-11-2020 hereon it was Revised by the Deputy



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Engineer of Town Planning of Nagpur Municipal Corporation, Nagpur vide his Building Permit No. ADTP/Dharampeth Zone/ARI-W-0618-85/Tracking No. 2021011055/1180 Dated 15.03.2021 and which is made a part hereof. The Municipal Ward No. is 62, bearing Nagpur Municipal Corporation No. 0081/085, City Survey No. 17 and Sheet No. 22 of Mouza - BORGAON.

The Postal Address of the Building is as follows :-

"SHIVRAI LILY"
PLOT NO. 85,
GOKULDHAM HOUSING SOCIETY, NAGPUR,
BORGAON,
NAGPUR - 440033 (M.S.)

THIRD :- THAT the said Multistoreyed Building to be known and styled as "SHIVRAI LILY" consists of Ground Floor and Four 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 solely utilized for Residential Purposes Only. The Ground and Upper Floors are capable of individual utilization 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 to 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 857.550 Sq.Mtrs.

FIFTH :- THAT this Condominium shall be known and styled as "SHIVRAI LILY CONDOMINIUM" and the Family Units and the Common Areas and Facilities of the building are as follows :-



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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 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 Room/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 79.305 Sq.Mtrs and Built-up area of 78.00 Sq. Mtrs + Covered Balcony Area of 7.755 Sq.Mtrs (i.e Total Built-up area of 85.755 Sq.Mtrs). The said each Family Unit is also provided with Open Balcony Area of 4.723 Sq.Mtrs, Premium area (Which includes Passage, Stair and Lift) of 10.086 Sq.Mtrs, exclusive Terrace Area of 7.063 Sq.Mtrs and Covered Parking area of 15.960 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 79.305 Sq.Mtrs and Built-up area of 78.00 Sq. Mtrs + Covered Balcony Area of 7.755 Sq.Mtrs (i.e Total Built-up area of 85.755 Sq.Mtrs). The said each Family Unit is also provided with Open Balcony Area of 4.190 Sq.Mtrs, Premium area (Which includes Passage, Stair and Lift) of 10.086 Sq.Mtrs, exclusive Terrace Area of 7.063 Sq.Mtrs and Covered Parking area of 15.960 Sq.Mtrs.

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

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

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

c) Common passage leading to the Main 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 network throughout the Building.

v) Electric wiring network throughout the Building.

vi) Necessary light and public water connections.

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

viii) 1 Lift with sufficient capacities is provided to the said building.

ix) The foundations 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 to 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 **"SHIVRAJ LILY CONDOMINIUM"** shall be as follows :-

SR. NO.	FAMILY UNIT NO.	UNDIVIDED SHARE IN LAND
1.	101	10.00 PERCENT
2.	102	10.00 PERCENT
3.	201	10.00 PERCENT
4.	202	10.00 PERCENT
5.	301	10.00 PERCENT
6.	302	10.00 PERCENT

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7.	401	10.00 PERCENT
8.	402	10.00 PERCENT
9.	501	10.00 PERCENT
10.	502	10.00 PERCENT

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

(C) Apartment(s) 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 "**SHIVRAJ LILY CONDOMINIUM**" consisting an 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 envisioned under and subject to the provisions of The Maharashtra Apartment Ownership Act, 1970 so that the Family Units on 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 areas and facilities of the building, each family unit owner having an exclusive and particular title and interest in/to his respective family unit and in addition, the specified undivided interest in the Common areas and facilities.

NINETH : THAT so long as the Grantor owns one or more of the Family Units, the Grantor shall be subject to the provision of this Deed and of the Exhibit A and B attached hereto and the Grantor covenants to take no action which will adversely affect the rights of the Association of Apartment owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of "**SHIVRAJ LILY CONDOMINIUM**".

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

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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 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 documents/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 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

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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 licence or care-taker basis by the Apartment Owners thereof for transient or hotel purposes, which shall be defined as (1) Rental consideration 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 licence or care-taker basis provided that said leases or leave and licence or care-taker basis in this Declaration and further subject to the bye-laws in EXHIBIT-B attached hereto.

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

NINETEENTH : 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 purchaser, 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 Grantor due to the Association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a charge for, any unpaid assessment made by the Association of Apartment Owners against the Grantor in excess of the amount thereof set forth

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TWENTY FIRST : THAT the Manager or Board Managers of the Association shall obtain and maintain in effect blanket property insurance or 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 insurance premium for any blanket insurance coverage shall be a common expenses to be paid by monthly assessments levied by the Association of Apartment owners, and that such payments 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 CONVEYANCE at NAGPUR on this 19th Day of MARCH 2023 in presence of the attesting witnesses.

Drafted By Adv. Amit Jain

Mobile:- 9595113338

FOR M/S JAI BALAJI INFRA

(1)

(SAHIL LAXMANRAO BARHIYE)

(2)

(MRS. REKHABEN RAJESHBHAI PATEL)

PAN CARD

GRANTOR

WITNESSES :

1.

2.

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कार्यालय :- नगर भूमापन अधिकारी क्र ३ नागपूर

मौजा :- बोरगाव

ब.क्र.नं. :-

प.भू.क्र. :- 96

भू.मि.प.क्र. :-

दिनांक	व्यवहार	नोंदणी खंड	नगरीयारक (ग) पटवेदार (प)	शेरा
22/6/20	स्वेटदीचे दस्त क्र. ५४०८ दि. ८/६/२० अन्वये रु. ६५,००,०००/- मोबदल्यात मुखत्यार क्र. ६५ दि. ६३१.४६ चे नोंदणी झाला. सदर मिळकत खरेदीने घेतली. खरेदीने नोंद		मे. जय जलाराम इन्फ्रा तर्फे भागीदार [illegible] अमोल लक्ष्मण [illegible] यांचे नांवे.	ई.क्र. २०१८०
5/8/20	खरेदीचे दस्त क्र. ५४५५ दि. ८/६/२० अन्वये रु. ६७,००,०००/- मोबदल्यात मुखत्यार क्र. ६५ दि. ६३१.८६ चे नोंदणी झाला. सदर मिळकत खरेदीने घेतली. खरेदीने नोंद		मे. [illegible] कन्स्ट्रक्शन तर्फे प्रोप्रा. अमोल लक्ष्मण [illegible] यांचे नांवे	ई.क्र. २०१७८

सहा.भूमापक

शिरस्तेदार

सह.भू.म.अ.क्र. ३ नागपूर

सह.भू.म.अ.क्र. ३ नागपूर

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18 / 83

Nagpur Municipal Corporation

APPENDIX 'D'

(Regulation No.6.4.1)

Form for Sanction of Building Permit & Commencement Certificate

Name of the Person	MRS. REKHABEN RAJESHBHAI PATEL ; M/S JAI BALAJI INFRA THROUGH ITS PARTNERS SHRI AMOL LAXMANRAO BADHYE
Address of Applicant	PLOT NO. 11, MAHESH NAGAR, NAGPUR
Permit No. :	ADTP (Dharampeth Zone) 45 (4) & 69 Proposal No. 2021/11/1180	Date : 15.6.21
Site of Proposed Work, Plot No. :	96
Mouza & Khasra :	Borgaon-72/1
Layout Name :	Gokul Zone Housing Society Borgaon-72/1,73/1,76/1,77/1,78/1,81,82/1

Sir/Madam, With reference to your application number AR-W-6-85 dated 05-JAN-2021 for the grant of sanction of Commencement Certificate under section 45 & 69 of M.R. & T.P. Act 1966 to carry out development work/ and building permit under section 45 of M.R. & T.P. Act to erect building, Sanction is hereby given to construct in accordance with the sanctioned plan, modifying note here under so as not to contravene any of the building Regulation/Development Control Rules of Nagpur City/RP.The Commencement Certificate / Building permit is granted subject to the following conditions:-

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

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

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

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

5. No departure from the sanctioned plan should be made without obtaining previous sanction of the 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 inspection Notice/intimation regarding commencement of construction will have to be given to the Nagpur Municipal Corporation in prescribed form 'F'.

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

8. The building or part thereof shall not be occupied or used unless occupation certificate has been obtained from Commissioner, NMC in prescribed format 'K'. The owner through his licenced surveyor/Architect/Engineer who has supervised the construction, shall furnish a building completion certificate to the Commissioner, NMC in the form in appendix 'J'.This certificate shall be accompanied by 3 sets of plans of completed development.The Commissioner, NMC after inspection of the work and after satisfying himself that there is no deviation from the sanctioned plans, issue an occupancy certificate.

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

10. W.C. Bath & washing places shall conform to requirement contained in table 12 to 28 attached to Building Regulation of the Nagpur city.

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

12. All the repair 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 table 12 to 28 through licensed plumber as mentioned in 12 above and completion Notice in form 'J' duly signed by licensed surveyor/Architect/Engineer, is given and permission to use them is obtained from Commissioner NMC.

14. During the course of construction of building, a display board on site duly mention 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 regarded as dispensing with such compliance except to the extent expressly specified 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 firm in the land upon which permission has been sought to construct building or to any easementary rights connected therewith.

17. The permit holder is not allowed to collect earth/materials from or through Nagpur Municipal Corporation land 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 use shall not be an obstruction or be a hindrance to the road user. The excavated materials/debris deposited shall be removed within three days of use of land if any material is stacked or dumped on Nagpur Municipal Corporation land without Corporation prior permission and if such permission is granted but subsequently if it is seen that permission is causing hardship to the public then it shall be removed by the Nagpur 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 on the account shall be tenable against Nagpur Municipal Corporation.

18. Subject to the condition that the party will plant and grow in vacant land 5 Nos. of shady trees under the provisions of Maharashtra (Urban Area) Resolutions of Trees Act 1975.

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

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

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

22. 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 432005/2133/CR-230/05/UD11 dated 10/2/2005. The Authority impose a levy of not exceeding Rs. 1000/- per annum for every 100 sqm of built-up area for the failure of the owner of any building to provide or to maintain Rain Water Harvesting structures as required under these bye-laws.

23. Keeping Safe Horizontal & Vertical distances from H.T/L.T Lines for Proposed Construction as per Table No. 3 of D.C.R. 2000 and as per Clause 80 of Indian Electricity Rules 1956.

24. 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 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 directions issued by the office of the Central Pollution Control Board. Provisions made available under Construction and Demolition Waste Management Rules 2016 to the Competent Authority.

25. As per Regulation No. 35 of Model Building Bye-Laws to provide facilities for physically handicapped person as specified in a Appendix 'F', As per Government notification no. TPB 1104/2516/CR-10-UD-9 2006. This Bye-Laws were applicable to all buildings and facilities used by the public (if applicable).

26. Solar water heating system is required to be provided for the residential apartment of the capacity calculated at the rate of 20 liters per person per day as per NMC Circular No. MNC/TP/ADM/189 Dt. 03/01/2006 as per Government Circular Notification No. TPB-1104-2516-CR-10-UD-9-2006 dated 05/04/2006 published on date 28/04/2006 in appendix-I (Regulation No. 58).

27. No Construction / Renovation activities shall be carried out between 6.00 pm to 6.00 am as per directions issued by Hon'ble High Court of Judicature at Bombay, Nagpur Bench in PIL No. 106 of 2015 on Date 16/02/2016.

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. Otherwise, for unauthorized occupation, Applicant and Architect shall be liable for action. For occupation certificate, application by owner and architect shall be submitted to NMC in appendix 'J' along with three copies of completion plan.



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 multiple / 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 condition 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



Date of Generation: 12/10/2021

DEPUTY ENGINEER
Town Planning Section
Nagpur Municipal Corporation
Nagpur, Dated

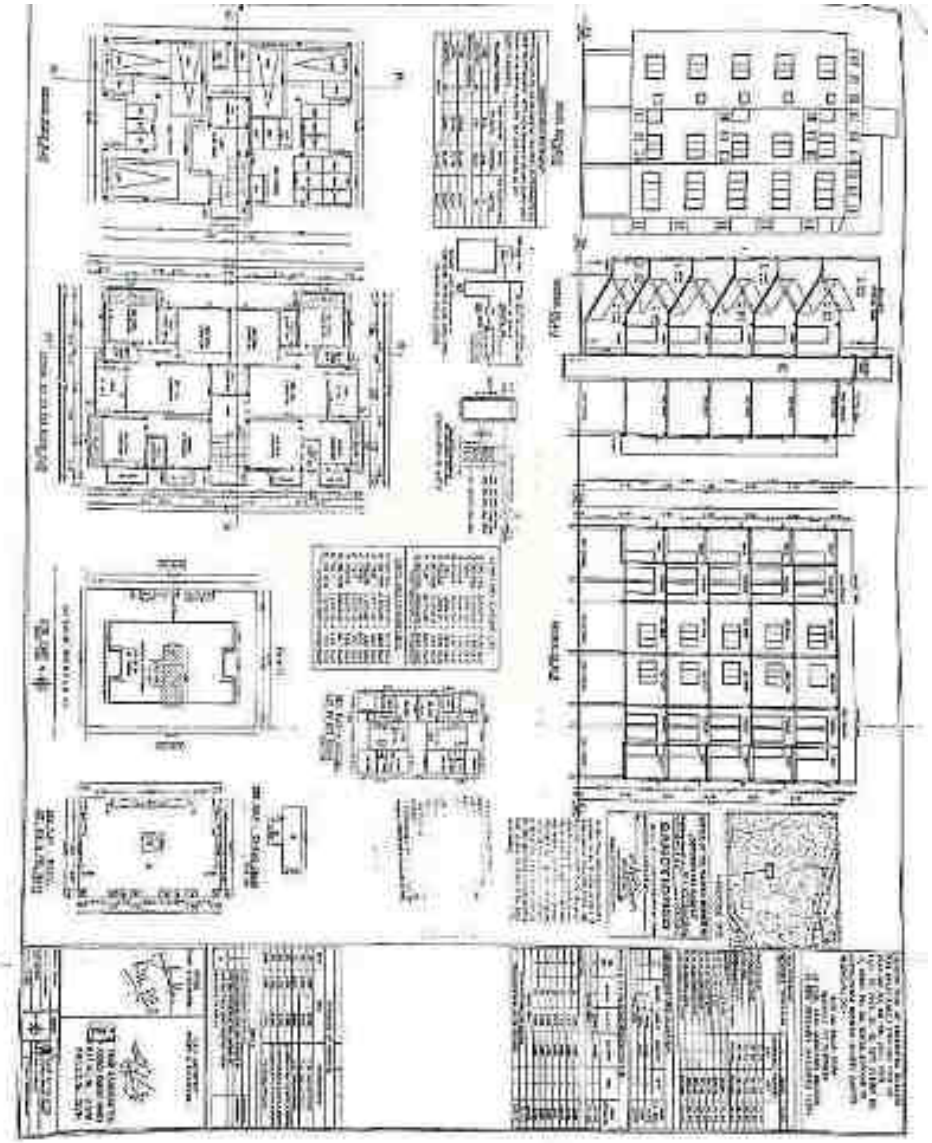
Copy to :-

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

2. The Assessor Nagpur Municipal Corporation, Nagpur.

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"EXHIBIT- B"

BYE LAWS OF "SHIVRAJ LILY CONDOMINIUM"

CHAPTER - I

1. SHORT TITLE AND APPLICATION :

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

(ii) The provisions of these Bye-laws apply to the "SHIVRAJ LILY 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 and/or to these bye-laws. The mere acquisition or rental or hiring 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 LILY CONDOMINIUM".

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

(d) "BUILDING" means the building located at ALL THAT Plot and Parcel of land bearing Plot No. 85 out of the layout of GURU LOKRAS HOUSING SOCIETY, NAGPUR, admeasuring 4454.94 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 72/1, 73/1, 74/1, 77/1, 78/1, 81 AND 82/1 of Mouza – BORGAON, bearing City Survey No. 17 and Sheet No. 22 of Mouza – BORGAON, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 42 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 or the votes in accordance with the percentage assigned in the Declaration.

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

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

(i) "UNIT" means a Family Unit in the "SHIVRAJ LILY 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 meanings respectively assigned to them in the Act.

3. APARTMENT OWNERSHIP :

The Building erected on ALL THAT Piece and Parcel of land Scoring Plot No. 81 out of the layout of GOKULDHAM HOUSING SOCIETY, NAGPUR, admeasuring by admeasurements 045.0[illegible] Sq. Mtrs. being a portion of the entire land bearing Kh. No. 72/1, 73/1, 78/1, 77/1, 78/1, 81 AND 82/1 of Mouza – BORGAON, bearing City Survey No. 17 and Sheet No. 22 of Mouza – BORGAON, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 62 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 "SHIVRAJ LILY CONDOMINIUM", situate at Gokuldham Housing Society, Borgaon, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 62 in Tahsil and District – NAGPUR in Tahsil and District – NAGPUR, (hereinafter called "the said building") who have filed their Respective Declarations submitting their Apartments to the provisions of the Act.

(b) To invest or deposit moneys.

(c) To provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the Apartment Owners and if Necessary, by raising loans for that purpose.

(d) To retain and rent or license if possible, suitable portions of the common areas to outsiders for commercial purpose and to distribute the common profits left after defraying the common expenses amongst the Apartment owners as common profits or accumulate the same for building up a Reserve Fund.

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

6. JOINT APARTMENT OWNERS :

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

7. HOLDING OF ONE SHARE COMPULSORY :

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

8. DISQUALIFICATION :

No Apartment owner shall be entitled to vote on the occasion of the elections 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 elections 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 unit or units in the Declaration.

10. QUORUM :

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

11. VOTES TO BE CAST IN PERSON :

Votes shall be cast in person.

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CHAPTER - III
ADMINISTRATION

12. POWER AND DUTIES OF ASSOCIATION :

The Association will have the responsibility of administering the "SHIVRAJ LILY 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 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 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. 22. The owners may also transact such other business of the Association as may properly come before them.

15. SPECIAL MEETINGS :

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

16. NOTICE OF MEETINGS :

It shall be the duty of the Secretary to mail or send the Notice of each Annual or Special Meeting, stating the purpose thereof, as well as, the time and place where it is to be held, to each Apartment owners at least 3 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this Bye-laws shall be considered notice served. Minutes 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 persons 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 Managing Committee or the Secretary or of the Officers duly authorised to do so, 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 LILY 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 "SHIVRAJ LILY 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 remuneration 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 to 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 - VI
OBLIGATIONS OF THE APARTMENT OWNERS

39. ASSESSMENTS :

All Owners are obliged and monthly assessments imposed by the Association to meet all expenses relating to the "SHIVRAI LILY 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 "SHIVRAI LILY 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 entailspect.

(2) All the repairs of internal installations of the units such as water, light, power, 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 utilized 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 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 "SHIVRAI LILY 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 authorized by the Board or the Association in case of any emergency originating in/or threatening his unit, whether the owner is present at the time or not.

(2) An Owner shall permit other owners, or their representatives when so required to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests or electrical services, provided that 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 LILY CONDOMINIUM" shall post any advertisement or posters of any kind in or on the building except as authorized by the Association.

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

(3) It is prohibited to hang garments, rugs etc. from the windows, balconies or from any of the facades of the "SHIVRAJ LILY CONDOMINIUM".

(4) It is prohibited to shake 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 "SHIVRAJ LILY CONDOMINIUM" or that protrude through the walls or the roof of the 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

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

47. AFFILIATION :

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

48. ACCOUNTS :

(1) A Banking Account shall be opened by the Association into which all moneys received on behalf of the Association shall be paid, provided that the Secretary may retain in his personal custody, an amount not exceeding Rs. 200/- (Rupees Two Hundred) only for petty expenses. All payment above Rs. 200/- (Rupees Two Hundred) Only shall be made by cheques signed by the Secretary and one member of the Board.

(2) Each apartment owner shall have a pass book in which the Secretary shall enter amounts paid to or received by 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 respect of his apartment.

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

(a) The Profit and Loss Account.

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

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

(4) 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 as found by him to be correct duly vouched and in accordance with law, or specially report to the Association in what respect he finds it unvouched, incorrect or not in accordance with law.

51. POWER OF AUDITOR :

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

CHAPTER - VII
MORTGAGES

52. NOTICE TO ASSOCIATION :

An Owner who mortgages his unit shall notify the Association through the Manager, if any or the President of the Board in the event there is no Manager, the name and address of his Mortgagee and the Association shall maintain such information in a book entitled "MORTGAGES OF UNITS".

53. NOTICE OF UNPAID ASSESSMENTS :

The Association shall at the request of a 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.

Contd.. .

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 LILY CONDOMINIUM" as shown in the DECLARATION.

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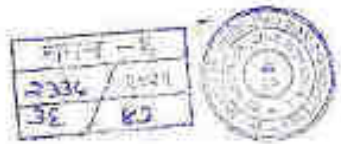

DISTRICT BAR ASSOCIATION
Name
Reg. No. D.B.A./4019
Room No.
Add. 313, Samudra Nagar, Nagpur.
Enrolment No. MAH/3683/2006
Date of Issue
President
Secretary
आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
RUSHIN PATEL
SHIVA PATEL
AJZPP7630E
2976 1052 1608
आधार – सामान्य माणसाचा अधिकार
4618 7650 4497















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नगन - ६
२३३६ / २०२१
३८ / ४३

नगन - ६
२३३६ / २०२१
३९ / ४३

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नगन - ६
2336 / २०२१
४० / ४३

CHALLAN
MTR Form Number-6

GRN [illegible] BARCODE [illegible] Date 19/02/2021-10:45:27 Form ID 25 1

Department Inspector General Of Registration

Stamp Duty

Type of Payment Registration Fee

Office Name NGP1_HQS SJR REGISTRAR NAGPUR 1

Location NAGPUR

Year 2020-2021 One Time

Account Head Details | Amount In Rs

0030045401 Stamp Duty | 500.00

0030046201 Registration Fee | 100.00

Payer Details

TAN ID / TIN ID / VAT

PAN No.(If Applicable)

Full Name

Flat/Block No

Premises/Building

Road/Street

Area/Locality

Town/City/District

State

Pin

Remarks (If Any)

DEFACED ₹ 600.00 DEFACED

Amount In Words: Six Hundred Rupees Only

Payment Details

Cheque/DD Details

Cheque/DD No.

Name of Bank

Name of Branch

FOR USE IN RECEIVING BANK

Bank CIN / Ref No. 00103333891212112212 2021033235

Bank Date / RBI Date 19/02/2021 10:47:06 19/02/2021

Mode of Pay. CIU BANK

Bank/Br. No., Date 103 , 19/02/2021

Name on Challan

Mobile No. 8080133333

Challan Id:

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

Signature Not Verified

Digitally signed by [illegible]

Date: [illegible]

Challan Detailed Report

Sr. No.	Defacement No.	Defacement Date	User Id	Defacement Amount
1	0000219492021321	19/02/2021 11:21:50	IGR388	100.00
2	0000219492021321	19/02/2021 11:21:06	IGR388	500.00
		Total Defacement Amount		600.00

Page 1/1

Print Date 19-02-2021 10:50:03

नगन - ६
2336 / २०२१
४० / ४३

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68/2337
[illegible] 16 मार्च 2021 11:22 म.पु.

दस्त गोषवारा भाग-1

[illegible] 6	४२/४३
दस्त क्रमांक: 2337/2021	

दस्त क्रमांक: [illegible] 6/2337/2021

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

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. [illegible] यांचे कार्यालयात

अ. क्र. 2337 वर दि.16-03-2021

रोजी 11:18 म.पु. वा. हजर केला.

पावती:3400   पावती दिनांक: 16/03/2021

[illegible]

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 860.00
पृष्ठांची संख्या: 43	
एकूण:	960.00

दस्त हजर करणाऱ्याची सही:

NGP6 सह दुय्यम निबंधक वर्ग-2, [illegible]

सह दुय्यम निबंधक, NGP6 [illegible]

दस्ताचा प्रकार: [illegible]

मुद्रांक शुल्क: [illegible]

शिक्का क्र. 1 16 / 03 / 2021 11 : 18 : 55 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 16 / 03 / 2021 11 : 20 : 00 AM ची वेळ: (फी)

[illegible] 11:28:00 AM

दस्त गोषवारा भाग-2

[illegible]	४२/४३
दस्त क्रमांक: 2337/2021	

दस्त क्रमांक: [illegible]/2337/2021

दस्ताचा प्रकार: [illegible]

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	[illegible] पॅन नंबर: AAPF[illegible]	[illegible]		
2	[illegible] पॅन नंबर: AAPF[illegible]	[illegible]		

[illegible]

शिक्का क्र. 3 ची वेळ: 16 / 03 / 2021 11 : [illegible] AM

ओळख:

[illegible]

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	[illegible] वय:24 [illegible]		
2	[illegible] वय:26 [illegible]		

प्रमाणित करण्यात येते की, या दस्तास एकूण ...४३... पाने आहेत.

शिक्का क्र.4 ची वेळ: 16 / 03 / 2021 11 : 26 : [illegible] AM

शिक्का क्र.5 ची वेळ: 16 / 03 / 2021 11 : 26 : 07 AM नोंदणी पुस्तक [illegible]

सह दुय्यम निबंधक वर्ग-2, [illegible]

NGP6 सह दुय्यम निबंधक वर्ग-2

सह दुय्यम निबंधक, वर्ग-2 [illegible] क्र. [illegible]

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Ms Jai [illegible]	eChallan	[illegible]	MH[illegible]	500.00	SD	[illegible]	16/03/2021
2		DHC		[illegible]	860	RF	[illegible]	16/03/2021
3	Ms Jai [illegible]	eChallan		MH[illegible]	100	RF	[illegible]	16/03/2021

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

2337 /2021

[illegible]

1. [illegible]

2. [illegible]