

268/2713

पावती

Original/Duplicate

Monday, May 02, 2022

नोंदणी क्र.: 39म

5:26 PM

Regn.: 39M

पावती क्र.: 4339 दिनांक: 02/05/2022

गावाचे नाव: Somalwada

दस्तावेजाचा अनुक्रमांक: नगन5-2713-2022

दस्तावेजाचा प्रकार : घोषणापत्र

सादर करणाऱ्याचे नाव: श्री प्रकाश गोविंद मुरेकर - -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 700.00

पृष्ठांची संख्या: 35

एकूण:

रु. 800.00

DELIVERED

आपणाम मूळ दस्त ,थंबनेल प्रिंट,मूची-२ अंदाजे
5:44 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक वर्ग २५
नागपूर शहर क्र. ५

बाजार मूल्य: रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: DHC रकम: रु.700/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 3004202202286 दिनांक: 02/05/2022

वॅकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001292746202223E दिनांक: 02/05/2022

वॅकेचे नाव व पत्ता:



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 3004202202286	Date 30/04/2022
Received from SHRI PRAKASH GOVINDRAO MUREKAR, Mobile number 8983331775, an amount of Rs.700/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office Joint S.R. Nagpur 5 of the District Nagpur.	
Payment Details	
Bank Name SBIN	Date 30/04/2022
Bank CIN 10004152022043002120	REF No. IGANMEUWS6
This is computer generated receipt, hence no signature is required.	

नगर्न-५
२६१३
२०२२
२-२५



SHRI GOVIND HEIGHTS-III

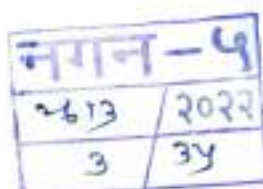
DEED OF DECLARATION

MOUZA-SOMALWADA

Sheet No. 682/22, City Survey No. 510

Before Sub. Reg. Nagpur-5

THIS DEED OF DECLARATAION is made on this 02nd day of May 2022 BY



SHRI PRAKASH GOVINDRAO MUREKAR

Aged about - 53, occu. - Business

PAN- ABGPM3878F, UID- 932871655199

R/o Plot No. 2, Bhagwan Nagar, Nagpur-440027.

Hereinafter called as GRANTOR, which expression shall unless repugnant to the context or meaning thereof always mean and includes the said Grantor, his legal heirs, successor, executor, agents, officers, assignees who is fully empowered and qualified to execute this Deed do hereby state as under :-

1. The Grantor is an absolute owner and possessor of the property described below :-

DESCRIPTION OF THE PROPERTY

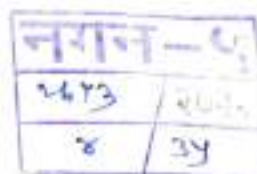
All that piece and parcel of land within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust bearing Trust bearing **Plot No. 16**, admeasuring about 222.96 (2400 Sq. Ft), being a portion of entire Kh No. 55/1 in the layout of Gurudatta Gruhanirman Sahkari Sanstha Ltd. & under 572 Layouts Development Scheme of N.I.T., Situated at Mouza-Somlwada, bearing Corporation House No. 3469/A/16, ward No. 15, Sheet No. 682/22, City Survey No.510, Tal. Dist. Nagpur and which is bounded as under :-

On East by	-	Sai Krupa Layout
On West by	-	30 Feet Road
On North by	-	Plot No. 15
On South by	-	Plot No. 16-A

2. WHEREAS Grantor acquired the title of plot No. 16 from Shri Sharad Hagraji Bawankule and Shri Nishant Sharad Bawankule by virtue of Regd. Sale deed, which is Registered in the office of Sub Registrar Nagpur- 5 at serial No. 4224 dtd. on 08/ 10/ 2020 As such Grantor became the owner of the abovesaid Property i.e. Plot No.16.

3. AND THEREAFTER the present Grantor decided to develop the said plot by constructing a multistoried building thereon comprising various self contained separate apartments therein.

4. AND WHEREAS Grantor prepared a plan of the building to be constructed on the said plot of land and submitted to the Nagpur Improvement Trust for getting Sanctioned And NIT has Sanctioned the building Plan Vide Building Permit No. B.E.(WEST)/ case No. BUL-G-36978/Tracking No. 2021070968/505 Dtd. 18/04/2022. A copy of the said sanctioned building plan is attached herewith as 'Exhibit A' which forms the part and parcel of this deed. The proposed building will be known and styled as **"SHRI GOVIND HEIGHTS-III"**.



5. The Postal Address of the Building is as under :-

"SHRI GOVIND HEIGHTS-III"

Plot No.16,
Gurudatta Society, Narendra Nagar,
Nagpur- 440015.

6. The Proposed building consists of Ground Floor (Parking), First floor, Second Floor, Third Floor, Fourth Floor and Fifth Floor and are capable of Individual utilization on account of having their own exit to the common area and facilities and the apartments will be sold to one or more owners, each owner obtaining a particular and exclusive property, rights 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 of Maharashtra and also individual interest in the general common areas and facilities of all the above in accordance with the Maharashtra Apartment Ownership Act 1970.

7. The aforesaid building has the total Builtup area and other specified areas as under :-

THE TOTAL BUILTUP AREA OF ALL FLOORS.

Ground Floor-	Parking	
First Floor	-	106.49 Sq. Mtrs.
Second Floor	-	106.49 Sq. Mtrs.
Third Floor-	-	106.49 Sq. Mtrs.
Forth Floor-	-	106.49 Sq. Mtrs.
<i>Fifth</i> Floor-	-	106.49 Sq. Mtrs.
TOTAL BUILTUP AREA		532.47 Sq. Mtrs.

8. There are in all 10 residential Apartments in the said building.

The First floor of the building consists of 2 apartment and which are numbered as 101,102.

The Second floor of the building consists of 2 apartments and which are numbered as 201, 202.

The Third floor of the building consists of 2 apartments and which are numbered as 301, 302.

The Forth floor of the building consists of 2 apartments and numbered as 401 & 402.

The Forth floor of the building consists of 2 apartments and numbered as 501 & 502.

The Apartments described below and the measures of which includes all outside walls and proportionate share of built-up area of staircase, which comes to built-up area mentioned against each apartment as described below :-

नगर-५	
२६१३	२०२२
५	३५



9. COMMON AREA AND FACILITIES OF APARTMENTS

- i) Covered and open parking on Ground Floor
- ii) Water tank at Terrace floor
- iii) Bore Well with electric pump
- iv) One sump at ground floor with electric pump.
- v) electric wiring network through out the building and common light connections on the outer side of the building
- vi) Necessary light and water connections
- vii) Tanks Pumps motors and in general all apparatus and installations existing of common use.
- Viii) The Foundations, main walls columns girders beams and roof of R.C.C. Slab
- ix) Staircase
- x) Lift

10. That each apartment owner has right, title and interest in the common areas and facilities listed in Para 9 above.

11. Each apartment owner have proportionate representation for voting purposes in the meeting of the Association is based on and relates to the percentage of undivided share and interest in the said plot of land and the proportionate representation for voting purposes provided above may be divided in accordance with the provisions of the byelaws attached to this Deed as EXHIBIT B.

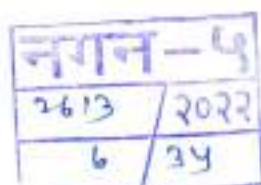
12. The Administration of **'SHRI GOVIND HEIGHTS-III'** OWNERS ASSOCIATION shall be in accordance with the provisions of the byelaws (exhibit B).

13. The provisions of the Maharashtra Apartment Ownership Act, 1970, are applicable to the condominium as the Apartment of all the floors are conveyed and registered as individual properties capable of independent use on account of having exit to a common areas of all the building. Each Apartment owner obtaining the exclusive and particular property rights, title and interest over their respective Apartments and in addition to the specified undivided share and interest in the common area and facilities.

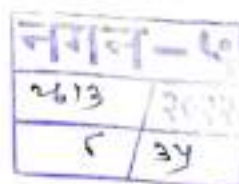
14. The Turnover Tax, Works Contract Tax, Value Added Tax, Local Body Tax, Service Tax & GST as per the Notification shall be borne and paid by the purchasers of the apartment/unit as and when the grantor asked for the same within the period of 15 days.

15. The Grantor hereby declare that the property is hereby brought under the Provisions of the Maharashtra Apartment Ownership Act, 1970.

16. The percentage of the undivided interest in the general common areas and facilities established herein and Balconies of the Floor shall not be changed except with unanimous consent of all Apartment owners expressed in amendment Deed to this and the same is duly registered.



17. The undivided interest in the general common areas and facilities shall not be changed from the Apartments to which it appertains and shall deemed to be conveyed or described the conveyance or other instruments.
18. The Apartment owner shall comply with the provisions of this Deed as well as the byelaws decisions, resolutions. Passed in the meeting of the Association and failure to comply with such provisions, decisions, resolutions, shall be a ground for action to recover sums, dues, damages or injunction relief.
19. That description of the property to the plan of Apartment ownership herein shall not be revoked or the property can not be removed from such plan or from any of the amended provisions unless all apartment owner unanimously agree to such revocation. The name shall brought into effect by duly registered instrument.
20. That no apartment owner shall exempt himself from his liability for the contribution towards the common expenses by waiver of the use of enjoyment of any of the general common areas and facilities appertained to his/her/their apartment.
21. That all the sums assessed by the Association but unpaid for the share of the common expenses chargeable to and apartment shall constitute a charge on such Apartment prior to all other charges except charge if any on the apartment for payment of Government or municipal Taxes or both and all sum unpaid on a Mortgage of Apartment.
22. That all the present or future owner, tenants, future tenants or any other person that might use the facilities of the building in any manner are subject to the provisions to this Deed and that the mere act of occupancy of any apartment shall signify that the provisions of this deed are accepted and ratified. The respective apartment owners desirous to let out the apartment on rent basis or on leave and license basis or on care taker basis shall inform the association about the same.
23. That if the property submitted to the plan of Apartment Ownership is totally or substantially destroyed or damaged, the repairs reconstruction or disposition of the property shall be provided in accordance with the provisions of Maharashtra Apartment Ownership Act, 1970.
24. That where the apartment is sold by a mortgagee in exercise of his powers of sale under the mortgage or by a court in execution of a decree passed in a suit against the said Apartment then neither the mortgagee nor the purchaser who derives the title to the said Apartment at such sale or execution of decree or his successors or assignees shall be liable to the association in respect of its dues which becomes due prior to the acquisitions of file by such acquires, it being understood, however that the above shall not be constrained or prevent the association of the Apartment Ownership from filing or claiming charges for such assessment and enforcing same as provided by law and that such charge shall be subordinate to such mortgage.



25. That the voluntary conveyance of the Apartment shall be jointly and severally liable with such grantors for all unpaid assessment by the association of Apartment against the later for his share of the common expenses unto the time of grant of conveyance with prejudice to the grantee's right to recover from the Grantors the amount paid by the Grantee therefore however any such grantee shall be entitled to statement from the manager or Board of Managers of the Association as the case may be setting forth the amount of the unpaid assessment against the Grantors due to the Association and such grantee shall not be liable for nor shall the apartment conveyed subject to a charge for any unpaid assessment made by the association of the apartment owners against the Grantors in excess of the amount there in set forth.

26. That each Apartment owner will have to pay the building maintenance amount of Rs. 1,000/- per Month to the Developer till the formation of the Association.

27. That the Grantors shall not responsible to any defect in building after three month from the date of his/her actual possession.

28. That the manager or the Board of Managers of the Association shall obtain and continue in effect blanket property insurance in the form and amounts satisfactory to Mortgages holding first mortgages covering apartment but without prejudice to the rights of the owner of a apartment to obtained individual apartment insurance.

29. That the insurance premium for any blanket insurance coverage shall be common expenses to be paid by monthly assessment levied by the Association of Apartment owners and that such payment shall be hold in a separate account of Association and use solely for the payment of the blanket property insurance premium as such premium become due.

IN WITNESS WHEREOF the Grantor has hereto set his hand and signed this DEED OF DECLARATION on this 02nd day of May 2022 in presence of the attesting witnesses.

WITNESSES:-

SIGNED AND DELIVERED BY



W. W. Wadgaonkar
W. W. Wadgaonkar



2. *R. D. Bankar*
Rajesh Domaji Bankar



Shri Prakash G. Murekar
The Grantor

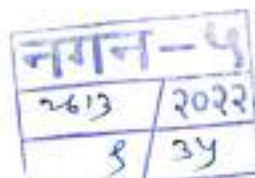


EXHIBIT B

BYE LAWS

'SHRI GOVIND HEIGHTS-III' CONDOMINIUM

1. SHORT TITLE AND APPLICATION :-

a) These byelaws may be called the byelaws of the **Shri Govind Heights-III OWNERS ASSOCIATION**

b) The provisions of the byelaws apply to the **Shri Govind Heights-III OWNERS ASSOCIATION**

All present and future owners, tenants, future tenants or their employees, or any other persons 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 unit (herein after referred to as Units) of the building or mere act of occupancy of the said unit will signify that these bye laws are accepted and will be complied with.

2. DEFINITIONS :-

(1) In these byelaws, unless the context requires otherwise :

a) "ACT" means the Maharashtra Apartment ownership Act, 1970.

b) "ASSOCIATION" means the association of the Apartments Owners constituted by such owners for the purpose of the **Shri Govind Heights-III**

c) "BOARD" means the Board of Managers consisting of five persons, all of shall by owners of apartment in the **Shri Govind Heights-III**.

d) "BUILDING" means THE BUILDING LOCATED AT **Shri Govind Heights-III PLOT**.

e) "DECLARATION" means the declaration which the Sole Owner of the buildings has executed and registered as provided in Sec.... 2

f) "MAJORITY OF OWNERS" means owners holding 51% of the votes in accordance with the percentage assigned in the Declaration.

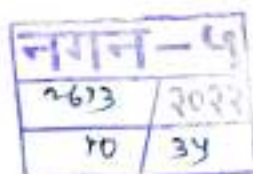
g) "OWNER" or "APARTMENT OWNER" means the person owning an apartment in the **Shri Govind Heights-III**.

h) "SECTION" means a section of the Act.

i) "Unit" means a family/residential unit/Apartment of **Shri Govind Heights-III**.

j) "REGISTRAR" means the Register of Cooperative Societies.

2) Words and expressions used in these byelaws but not defined therein shall have the meaning respectively assigned to them in the Act.



3. Apartment Ownership - The building located at Plot No. 16, Gurudatta Society, Narendra Nagar, Nagpur known as **Shri Govind Heights-III** is submitted to the provisions of the MAHARASHTRA APARTMENT OWNERSHIP ACT.

4. OBJECTS OF ASSOCIATION :- I) The object of the Association shall be :-

a) To be and to act as the Association of owners of apartments of the building called the **Shri Govind Heights-III**, Tah. and District Nagpur (herein called The said building) in respect to which declaration submitting their apartments to the provisions of the Act has been filed.

b) To invest or deposit money.

c) To provide for the maintenance, repair and replacement of the common areas and facilities by contribution from the apartment owners and if necessary by raising loans for that purpose.

d) To retain and rent or licence if, possible, suitable portion of the common areas to outsiders for commercial purpose and to distribute the common profits left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building up reserve fund.

e) To provide for the do all and any of the matters provided in subsection (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 the emergent necessity and to provide for the repayment there of in lumpsum or installments.

g) To establish and carry on, its own account or jointly with individuals or institutions, educational, physical, social and recreative activities for the benefit of apartment owners.

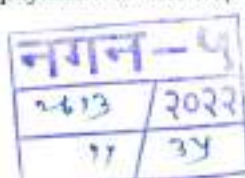
h) To frame rules, with the approval of the general meeting of the association and after consulting the competent authority and may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the association.

i) To do all things necessary or and otherwise provide for their welfare expedient for the attainment of the objects specified in these byelaws

ii) The Association shall not act beyond the scope of its object with duly on ending the provisions of there bye laws for the purpose.

5. MEMBERS OF ASSOCIATION

1) All persons who have purchased Apartments in **Shri Govind Heights-III** and executed respective declaration under section 5 submitting their apartment to provision of the act shall automatically be the members of the Association and shall pay the sum of five rupees as entrance fee and may purchase at least one share of the face value of Rs. 500/-. Each apartment owner shall receive a copy of the byelaws on payment of Rs. 50/-



11. VOTES TO BE CAST IN PERSON: Votes shall be cast in person.

CHAPTER III ADMINISTRATION

12. POWERS AND DUTIES OF ASSOCIATION

THE ASSOCIATION will have responsibility of administering the **Shri Govind Heights-III** approving the annual budget establishing and collecting monthly assessment and arranging for the Management of the association in an efficient manner. Except as otherwise provided resolutions of the Association shall require approval by a majority of owners casting votes in person.

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 decided by the Association.

14. ANNUAL MEETING:-

The first annual meeting of the Association shall be held within one month from formation of the said **SHRI GOVIND HEIGHT-III OWNERS ASSOCIATION**. Thereafter the Annual Meetings of the Association shall be held on the first Sunday of January each succeeding year at such meetings there shall be elected by ballot of the apartment owners a Board of managers in accordance with the requirements of bylaw The owners may also transact such other business of the Association as may properly come before them.

15. SPECIAL MEETINGS

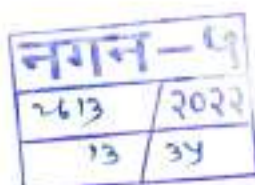
It shall be the duty of the president to call a special meeting of the apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the secretary, or at the request of the Housing Commissioner, or as the case may be the Registrar or any office duly authorized by him in this behalf. The notices for 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-fifth of the owners present in person.

16. NOTICE OF MEETING

It shall be the duty of the Secretary to mail or send a 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 owner, at least 2 days but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this byelaws shall be considered notice served. Notices of all meeting shall be sent or sent to the Housing Commissioner or as the case may be, the Registrar

17. ADJOURNED MEETING

If any meeting of owners can't be organized because of 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. In that 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 meeting 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 proceeding meeting
- d) Reports of officers.
- e) Report of Housing Commissioner, or the Register or of the Officer duly authorized by them if present.
- f) Report of committees.
- g) Election of Board.
- h) unfinished Business if any
- i) New business.

CHAPTER IV BOARDS OF MANAGER

19. MANAGEMENT OF ASSOCIATION

The affairs of the Association shall be governed by a board of Managers.

20. POWERS AND DUTIES OF BOARD

The Board shall have the powers and duties necessary or the administration of the Association, and may do all such acts and things as are not by law or by their byelaws directed to be exercised and done by the owners.

21. OTHER DUTIES

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

- a) Care, up Keep and surveillance of the and the common areas and facilities and the restricted common areas and facilities.
- b) Collection of monthly assessment from the owner
- c) Designation, employment, remuneration and dismissal the maintenances and operation of **Shri Govind Heights-III** the common areas and facilities and the restricted common areas and facilities.
- d) To provide for the manner in which the audit and accounts of the association shall be carried out
- e) To inspect the account kept by the Secretary and examine the registers and accounts books and to take steps for the recovery of all sums due to the Association.
- f) To sanction working expenses count cash balance and deal with other miscellaneous business.
- g) To see that cash book is written up promptly and is signed by one of the members of the Board authorized in this behalf.
- h) To here and deal with complaints.

नगन-५	
२६३	२०२२
१४	३५



22. MANAGER

The board may enjoy 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 limited in byelaws 21.

23. ELECTION AND TERMS OF OFFICE

At the first annual meeting of the Association the term of two Managers shall be fixed for three years. The term of office of two manager, shall be fixed at two years, and the terms of Manager shall be fixed at one year. At 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 that the removal of a Manager by a vote of the Association shall be filed by vote of the majority of remaining managers, even thought they may constitute less then a quorum and each person so elected shall be Manager unit a successor is elected at next annual meeting of Association.

25. REMOVAL OF MANAGER

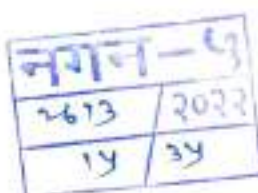
At any regular or special meeting duly called any one or more of the Managers may be removed within or with out cause by a majority of the apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall, be given an opportunity to be heard at the meeting.

26. ORGANIZATION MEETING

The first meeting of a newly elected Board shall be held within 30 days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

27. REGULAR MEETING

Regular meeting of the Board may be held at such time and places as shall be determine from time to time by majority of managers, but at least four meeting shall be held during each year. Notice of regular meeting of the Board shall be given to each managers, personally or by mail or telegram at least 15 days prior to the day named for such meetings.



28. SPECIAL MEETINGS

SPECIAL meeting of the board may be called by the president on seven days notice to each manager, given personally or by mail or telegram which notice shall state the time, place (as herein above provided) and purpose of the Meeting. Special meeting of the Board shall be called by the President or Secretary in like notice on the written request of at least 1/4 managers.

29. WAIVER OF NOTICE

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

30. QUORUM

At all meeting of the Board 1/4 of the total strength of the managers shall constitute a quorum for 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 present, the majority of these present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting is 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 or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

CHAPTER V OFFICERS

32. DESIGNATION

The principal officers of the Association shall be a president, a vice president and secretary and treasurer all of whom shall be elected by and from the Board. The Board may appoint an assistant treasurer and asst. secretary and such other officers as in their judgement may be necessary.

33. ELECTION OF THE OFFICERS

The officers of the Association shall be elected annually by the Board at the organization meeting or each new board and shall hold office at the pleasure of the board.

34. REMOVAL OF OFFICER

Upon an affirmative vote of majority of the member 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 at any special meeting of the Board called for such purpose.

