

द.स.न.२
दस्ता क्रमांक 1388/1003
ॐ १२५४६



SCHEDULE OF THE PROPERTY

I. SCHEDULE

All that the property which is piece or parcel of land and ground bearing Rev. Survey No. 18 of Village Vihitgaon, Tahsil Nashik, Dist. Nashik having Plot No. 10 & 1 admeasuring 557.18 Sq.Mts. having in all 8 Row Houses therein and bounded as under:

- On or towards East : Plot No. 2 & 9 of S.No. 18
- On or towards South : 25' wide existing Govt. Road
- On or towards West : 30' 0" wide Colony Road
- On or towards North : By 20' 0" wide Colony Road

II. SCHEDULE

Row house No. 4 situated in plot No. 10 & 1 Rev. Survey No. 18 at Vihitgaon Taluka and District Nashik, within the Nashik Corporation limit, Nashik, admeasuring 1078 Sq.ft. built up area consisting of Stilt & Kitchen and Living/Dinning rooms and Toilet on the First floor together with two bedrooms and toilet on the Second floor and terrace on the Third floor and bounded as under: (100.18 m²)

- On or towards East : By Plot No. 2 & 9 of S.No. 18
- On or towards South : By Unit Nos. 5 & 6
- On or towards West : By 30'-0" wide Internal Colony Road
- On or towards North : By Unit No. 3

TOGETHER with fittings, fixtures, light liberties, easement, shrubs, trees, common ammenities, terrace, ways, etc.

Kunverji

Rusi Manekji Mistry
By the hands of Kunverji Jivraj Rathod

Kunverji

Pitambar Bagraj Ramnani
By the hands of Kunverji Jivraj Rathod

(VENDORS)

Kunverji
Koshi J. Devnani
A. J. Devnani

Koshi J. Devnani
PURCHASERS

SMT. KOSHI J. DEVNANI
MR. ASHOK J. DEVNANI



Nashik Municipal Corporation

पावती नं.: NMCRCP314996

दिनांक: 17/12/2024

Property Tax Receipt

पावती भरण्याचे ठिकाण: E-Payment

ईनडेक्स नं.: 60101440

मालकाचे नाव:

DEVNANI NIRMALA JIVATRAM ALIES KOTWANI
NIRMALA NARESH, DEVNANI KAMLESH JIVATRAM
ALIES RICHARD KAMLESH ARUN & OTHER 1

विभाग: NASIK ROAD

भाडेकरूचे नाव:

आदाकर्ता: Self

मागील शिल्लक	चालु शिल्लक मागणी	सुट रु.	सोलार सुट रु.	वाढिव भरणा रक्कम	एकूण भरना रु.
3154	2524	911	0	0	4767

एकूण भरना रक्कम: 4767 /-

(Four thousand seven hundred sixty-seven Only)

बाकी रक्कम: 0/-

Collected

By: E-Pay

सही आणि शिक्का



Tuesday, July 15, 2003

5:02:39 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 3463

दिनांक 15/07/2003

गावाचे नाव विहितगांव

दस्तऐवजाचा अनुक्रमांक नसन2 - 03443 - 2003

दस्ता ऐवजाचा प्रकार

अभिहस्तांतरणपत्र

*25-ड) निवासि जागां (सहकारी संस्था/मालकी (ओनरशीप) फ्लॅटस) संबंधी असेल तर

सादर करणाराचे नाव: कोशी जे. देवनानी

नोंदणी फी	:-	100.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (48)	:-	920.00
एकूण रु.		1020.00

आपणास हा दस्त अंदाजे 5:17PM ह्या वेळेस मिळेल

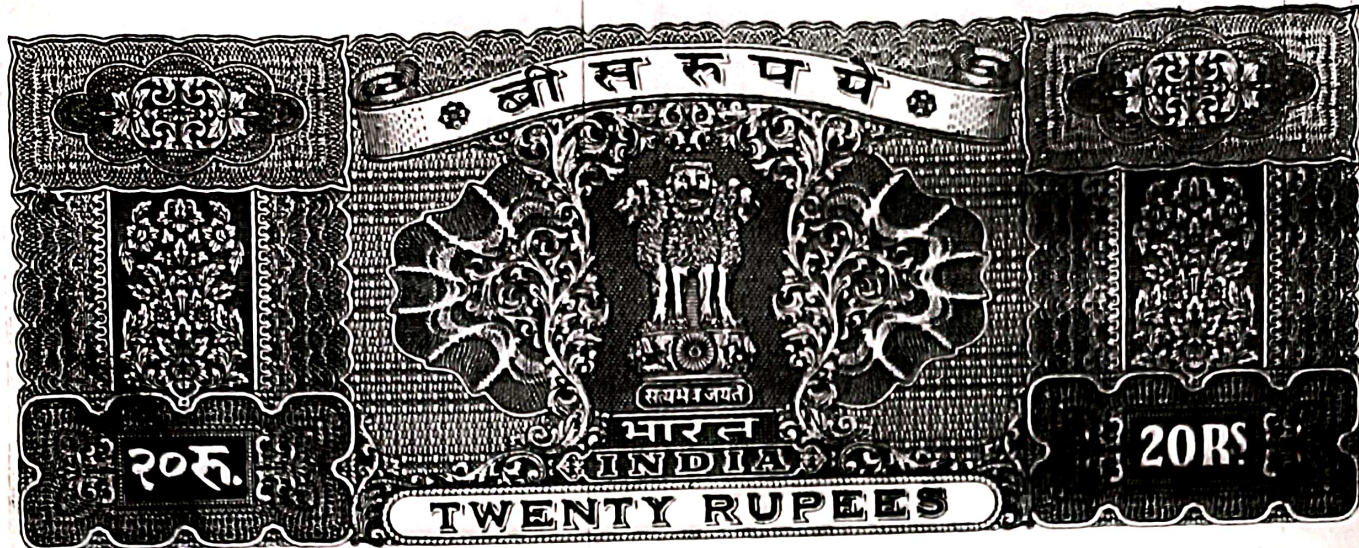

दुय्यम निबंधक
नाशिक 2

बाजार मुल्य: 685285 रु.
भरलेले मुद्रांक शुल्क: 20 रु.

मोबदला: 491000रु.

दस्त पत्रकाराला परत केला


दुय्यम निबंधक नाशिक-२



General Stamp Office, Mumbai 20 JUN 2003

Post No. 116

C. & V. No. 116

N. Chichghare

Post Office

श्री. विजय गोविंदजी ठक्कर

★ परवाना धारक मद्राक विक्रता ★

प्रतापग ३३३३३३३, अंबाजीधाम विन्दीग,

द. नं.-२, अंबाजीधाम, अम. श्री. मंड, मसुद (प.)

क्रमांक 7463 दिनांक

मसुदी/श्री/श्रीमती

पाना श्री याचकन मद्राक पप विक्रता

मही

परवाना धारक मद्राक विक्रता

20 JUN 2003



क्रमांक	7463
दिनांक	20/06/03
मसुदी/श्री/श्रीमती	श्री. विजय ठक्कर
पाना	श्री याचकन मद्राक पप विक्रता

DEED OF APARTMENT *Kunwarji*

Mr. Rusi Manekji Mistri
Aged 75 Years. Occ. Retired
Residing at Shantiniketan, Lallubhai Park Road
Andheri (West), Mumbai - 15

By the hands of their
Constituted Attorney
Shri Kunvarji Jivraj Rathod

Mr. Pitambar Begraj Ramnani
Aged 70 Years. Occ. Business
Residing at 501, Avanti Central Avenue Road
Santacruz (West), Mumbai - 54

To Smt. Koshi J. Devnani
Mr. Ashok J. Devnani

For Rs. 6,85,285/- (M.V.)

CONSIDERATION AMOUNT : Rs 4,91,000/- *Kunwarji*

The agreement has been registered at Serial No. 1187 dated 19.2.1997
Registration fees of Rs. 6,880/- has been paid.

Kunwarji

Ms. J. Devnani

नसबन-2
दस्त क्रमांक 13883/2003
2 July 85



DEED _____ OF APARTMENT *Kumarni*

THIS DEED OF APARTMENT made at Nashik road on 15TH JULY in the Christian Year Two Thousand Three

1. SHRI RUSI MANEKJI MISTRI
Aged about 75 years
Occ.: Retired
2. SHRI PITAMBAR BEGRAJ RAMNANI
Aged about 70 years
Occ. : Business

Both residing at Mumbai

Kumarni

Kashi Devi

...2.

नसलन-२	
दस्त क्रमांक ३४५३	१०३३
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hereinafter called as the "OWNERS" (which expression shall unless repugnant to the context or meaning thereof to be deemed to include their heirs, executors, administrators, and or assigns) OF THE FIRST PART.

A N D

SMT. KOSHI J. DEVNANI aged 61 years, Occ House Wife

MR. ASHOK J. DEVNANI aged 41 years, Occ Business

Both resident of 20/A, DDA Flat, Siddharth Extension Pocket 'C' New Delhi hereinafter called as the "PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their executors, heirs, administrators, successors, and assigns etc. of THE SECOND PART.

WHEREAS the Vendors proposed to develop the said plots of land, bearing plot no. 1 & 10 having S. No. 18, situated at Village Vihitgaon, within Nashik Municipal Corporation and more particularly described in the First schedule hereunder written, and hereinafter referred to as 'The said Plot.'

AND WHEREAS the Vendors proposed to develop the plots of land by putting a new building thereon as per the building plans hereto annexed and to sell the Row-Houses in the building on Apartment Ownership Basis,

AND WHEREAS by an agreement for sell dt.19.2.1997 the Purchasers agreed to purchase Row House No. 4 described in the Second Schedule hereunder written from the vendors at and for a consideration of Rs.4,91,000/- (Rupees Four Lakhs Ninty one Thousand Only.)

AND WHEREAS the vendors received the entire consideration of Rs.4,91,000/- (Rupees Four Lakhs Ninty One Thousand only.) from the Purchasers.

AND WHEREAS at the request of the purchasers and as per the terms & conditions contained in the agreement dtd.19.2.1997 the vendors are executing the present Agreement for Sale in favour of the Purchasers;

AND WHEREAS the said Row House No. 4 stilt consisting parking on Ground floor & living/dinning room, kitchen and toilet on the first floor together with two bed rooms and toilets on the second floor and terrace on the third floor more particularly described in the schedule second hereunder written.

AND WHEREAS the Purchasers have examined the title of the vendors to the said property and have seen the documents of title and are satisfied with the vendors Tittle to the said property;

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Koshi J. Devnani

नसलन-२	
दस्त क्रमांक ३४४३	१००३
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hereinafter called as the OWNERS (which expression shall unless repugnant to the context or meaning thereof to be deemed to include their heirs, executors, administrators, and or assigns) OF THE FIRST PART.

A N D

SMT. KOSHI J. DEVNANI aged 61 years, Occ House Wife

MR. ASHOK J. DEVNANI aged 41 years, Occ Business

Both resident of 20/A, DDA Flat, Siddharth Extension Pocket 'C' New Delhi hereinafter called as the "PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their executors, heirs, administrators, successors, and assigns etc. of THE SECOND PART.

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AND WHEREAS by an agreement for sell dt.19.2.1997 the Purchasers agreed to purchase Row House No. 4 described in the Second Schedule hereunder written from the vendors at and for a consideration of Rs.4,91,000/- (Rupees Four Lakhs Ninty one Thousand Only.) ————— *Kumari*

AND WHEREAS the vendors received the entire consideration of Rs.4,91,000/- (Rupees Four Lakhs Ninty One Thousand only) from the Purchasers. *Kumari*

AND WHEREAS at the request of the purchasers and as per the terms & conditions contained in the agreement dtd.19.2.1997 the vendors are executing the present Agreement for Sale in favour of the Purchasers;

AND WHEREAS the said Row House No. 4 still consisting parking on Ground floor & living/dinning room, kitchen and toilet on the first floor together with two bed rooms and toilets on the second floor and terrace on the third floor more particularly described in the schedule second hereunder written.

AND WHEREAS the Purchasers have examined the title of the vendors to the said property and have seen the documents of title and are satisfied with the vendors Title to the said property;

....3.

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Koshi J. Devnani

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दस्त क्रमांक ३४४३	३



AND WHEREAS the vendors declare that the said property is free from all the encumbrances and except themselves no other person has any right, title and interest or claim in the said plot and the building thereon;

AND WHEREAS the title of the vendors to the said property has been certified to be marketable by Shri H.S. Balajiwala and a copy of a said certificate is annexed and marked 'B'.

AND WHEREAS the Purchasers declare that they have taken inspection of plans and specification of the construction and which have been duly approved by the Municipal Corporation of Nashik.

AND WHEREAS the vendors have constructed on the said plot of land more particularly described in the first schedule hereunder written a new building which is known as Gokul Dham Apartments according to the plans which have been duly approved by the Assistant Director of Town Planning Nashik Municipal Corporation, under their Order No. LND/BP/11/46-91-92 dtd. 9.5.1991

AND WHEREAS as per the said building plan, the said new building consists of Stilt and two upper floors, & in all consisting of six self contained and independent dwelling units/Apartments having common service facilities;

AND WHEREAS the vendors have completed construction of the said new building in all respects as per the said plan, sanctioned by the Municipal Corporation Nashik as per the Municipal Rules and regulations and have obtained occupation / completion certificate and all necessary certificates required by law;

AND WHEREAS a copy of the relevant floor plans of the building filed under sub-section 2 of Sec. 13 of the Maharashtra Apartment Ownership Act of 1970, and a certificate of the Architect as required by Sec. 7 (1) of the said Act of 1970 have been annexed hereto, and marked by letter 'C' & 'D' respectively;

AND WHEREAS the Vendors have received from the Purchasers a consideration of Rs. 4,91,000/-. As the full payment of the price of the said Row House before these presents;

AND WHEREAS by a declaration as required by Sec. 11 of the Maharashtra Apartment Ownership Act 1970 (hereinafter called the Act) executed by the Vendors on the 29.8.2002 and lodged for registration under serial No. 5414 dtd. 27.12.2002 under the Indian Registration Act, 1908.

AND WHEREAS this Deed of Apartment is being executed pursuant to and for the purpose of Maharashtra Ownership Act 1970;

AND WHEREAS the Purchasers have agreed to bear and pay the stamp duty and registration charges of this Deed of Apartment.

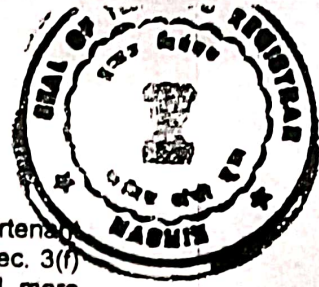
NOW THIS DEED WITNESSETH :

That in pursuant of the said agreement and in consideration of the said sum of Rs. 4,91,000/- (Rupees Four Lakhs Ninty One Thousand only)

Only.) paid before the execution of these presents to the Vendors by the Purchasers, the payment and receipt whereof the Vendors hereby admit, they the vendors hereby grant, and transfer by way of sale unto the purchasers forever all that the said Apartment, Apartment No. 4 in the said building known as Gokul - Dham Apartment, standing on the plot No. 1 & 10 more particularly described in the first schedule hereunder written and the said Apartment No. 4 is more particularly described in the IInd schedule hereunder.

Kumari
Kosni J. Devarani

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दस्त क्रमांक 3883/2003
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to the said apartment ~~with~~ (i) 16.66% percent of undivided interest appurtenant to the said apartment in the common areas and facilities (as defined in Sec. 3(f) read with sec. 6 of the said Act of 1970) of the said piece of land more particularly described in the 1st schedule hereunder written and the said building and (ii) 16.66 % percent of the undivided in the limited common areas and facilities as defined in Sec. 3(n) of the said Act of 1970 being the same as are specified in the said declaration dated 29.8.2002.

AND TOGETHER with all the appurtenance belonging to or any wise appurtenant to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed or known as part or member thereof or be appurtenant thereto and all the estate, right, title and interest, use inheritance, property, possession, benefit, claim and demand whatsoever of the Vendors into out of or upon the said premises or any part thereof TO HAVE AND TO HOLD the said premises hereby granted, and sold or intended so to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the purchasers for ever to be held as heritable and transferable immovable property within the meaning of any law for the time being in force subject to the provisions of the Maharashtra Ownership Act 1970, the said declaration dtd 29.8.2002. and the exhibit 'B' attached thereto being the bye-laws of the condominium of all the rules and regulations and agreements lawfully made and/or entered into and /or that may be entered into pursuant to the provisions of the aforesaid Act, Declaration and bye-laws and also subject to the payments of all rents, taxes, and assessment, rates, dues and duties now chargeable upon the same or which may be hereafter become payable in respect thereof to the Municipal Corporation, Collector, and any other concerned authorities and subject to the condition that the said apartment will be used only for residential purpose and no other.

AND WHEREAS the Vendors hereby for themselves and their heirs, executors, and administrators covenant with the Purchasers that (a) They the vendors now have in themselves good right, full power and absolute authority to grant, and sell the said premises hereby granted and sold or intended so to be unto and to the use of the Purchasers in a manner aforesaid. (b) The purchasers shall and may at all times hereafter peaceably and quietly enter upon, hold, occupy possess and enjoy exclusively the said premises hereby granted or expressed so to be with the said appurtenances and receive the rents issues income and profits thereof and of every part thereof for his own use and benefit without any suit, lawful eviction interruption and claim and demand whatsoever from or by the vendor or any person or persons lawfully claiming or to claim by from under or in trust for the vendor and all persons having or lawfully claiming any estate right, or interest whatsoever at law in the said premises hereby granted, sold, expressed so to be by from under or in trust for the vendor and (c) the said premises are free and clear and freely and clearly and absolutely and forever released and discharged or otherwise by the vendor and well and sufficiently saved, kept harmless and indemnified of from and against all former and other estate, title charges and encumbrances whatsoever had made executed off asioned or suffered by the vendor or any other person or persons lawfully claiming or to claim by from under or in trust for the vendor and (d) the vendors shall and will from time to time and at all times, hereafter at the request and costs of the purchasers do and execute or cause to be done and all such further and other lawful and reasonable acts, deeds, things matters, conveyances and assurances in the law whatsoever for the better further and more perfectly and absolutely granting the said premises hereby granted and sold unto and to the use of the Purchaser in the manner aforesaid

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Kumari.
Koshi J. Devani

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दस्त क्रमांक 2883/1003
<i>[Signature]</i>

- 5 -



AND the purchasers for themselves their heirs, executors, administrators and assigns hereby covenant with the vendor and/or other co-owner of the other units in the said building that (a) the purchaser shall abide by the bye-laws of the said Condominium and shall bear and pay their proportionate share or part in the common expenses (as defined in Section 3 (g) of the said Act of 1970) required of them to be paid as their share of expenses as required by the Association of the Apartment owners being Gokul Dham condominium.

- b) Shall use the said flat or apartment for residential/ purpose only and for no other purpose, the purchasers shall not do any work which would jeopardise the soundness or safety of the property, reduce the value thereof or impair any easement nor shall the purchasers add any material structure or excavate any additional basement or celler without, in every such case, the unanimous consent of all the other apartment owners in the said condominium being first obtained.

AND the Vendors hereby covenant with the Purchasers that the Vendors will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers produce or cause to be produced to the purchasers or their advocate or agent or at any trial commission, examination or otherwise as occasion shall require all or any of the deeds and writings comprised in the 1st schedule hereunder written for the purpose of showing their title to the said land, and premises described in the 1st and 11nd schedule hereunder written and also at the like request and costs, deliver or cause to be delivered unto the Purchasers such attested or other copies or extracts of and from the said Deeds and writings or any of them as the Purchasers may require and will in the meantime, unless prevented as aforesaid keep the said Deeds and writings safe unobliterated and uncanceled. AND IT IS HEREBY declared and agreed that in case the said Deeds and writings hereinbefore covenanted to be produced or any of them shall at any time hereafter be delivered by the vendors to any other person or persons they shall thereupon enter into with and deliver to the person or persons for the time being entitled to the benefit of the covenant for production hereinbefore contained and without expenses to him a covenant for production and furnishing copies of the said deeds and writings which shall have been so delivered up, similar to the covenant herein before contained then and in such case the said last mentioned covenant shall forthwith be null and void as far as regards the deeds and writings to which the said substituted covenant shall relate.

The vendors have put the Purchasers in actual possession described in Second Schedule.

IN WITNESS WHEREOF vendors and the purchasers hereto have hereunto put their respective signatures on the day and year first hereinabove written.

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Kumari
Kamini, De Vani

दस्तावेज-2
दस्त क्रमांक 3882/1003
6/1/2018



SCHEDULE OF THE PROPERTY

1ST SCHEDULE

All that the property which is piece or parcel of land and ground bearing Rev. Survey No. 18 of Village Vihitgaon, Tahshil Nashik, Dist. Nashik having Plot No. 10 & 1 admeasuring 557.16 Sq.Mts. having in all 6 Row Houses therein and bounded as under:

On or towards East : Plot No. 2 & 9 of S.No. 18

On or towards South : 25' wide existing Govt. Road

On or towards West : 30' 0" wide Colony Road

On or towards North : By 20' 0" wide Colony Road

IIIND SCHEDULE

Row house No. 4 situated in plot No. 10 & 1 Rev. Survey No. 18 at Vihitgaon Taluka and District Nashik, within the Nashik Corporation limit, Nashik, admeasuring 1078 Sq.ft. built up area consisting of Stilt & Kitchen and Living/Dinning rooms and Toilet on the First floor together with two bedrooms and toilet on the Second floor and terrace on the Third floor and bounded as under:- (100.18 m²)

On or towards East : By Plot No. 2 & 9 of S.No. 18

On or towards South : By Unit Nos. 5 & 6

On or towards West : By 30'-0" wide Internal Colony Road

On or towards North : By Unit No. 3

TOGETHER with fittings, fixtures, light liberties, easement, shrubs, trees, common ammenities, terrace, ways, etc.

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Rusi Manekji Mistry
By the hands of Kunverji Jivraj Rathod

Kunverji

Pitambar Begraj Ramnani
By the hands of Kunverji Jivraj Rathod

(VENDORS)

Kunverji
Koshi J. Devnani

Koshi J. Devnani

PURCHASERS

SMT. KOSHI J. DEVNANI

दस्तावेज क्रमांक	
दस्त क्रमांक 13883	103
	7
EXHIBIT - B	



BYE LAWS OF GOKUL DHAM APARTMENT

CHAPTER - I

1. SHORT TITLE & APPLICATION :

a) These bye- laws may be called the bye-laws of the Gokul Dham Apartment.

b) The provisions of these "Bye-Laws" apply to the Gokul Dham Apartment Condominium all the present and future owners, tenements, and their employees of the or any other persons that might use the facilities of the building in any manner are subject to the regulation set forth in the bye-laws. The more acquisition of rental or taking on license or any of the 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 :

In these bye-laws, unless the context requires otherwise :-

- a) ACT means the Maharashtra Apartment Ownership Act, 1970.
- b) Association means Association of all the Apartment Owners constituted by such owners for the purpose of the Gokul Dham Apartment Condominium.
- c) BOARD means a Board of Managers, consisting of three persons all of whom shall be owners of the Apartment.
- d) BUILDING means that building located at S.No. 18, Plot No. 1 & 10 situated at Village Vihitgaon Tal. & Dist. Nashik includes the land forming part thereof.
- e) DECLARATION means the declaration, which the owners of the building have executed and registered as provided in Section 2.
- f) MAJORITY of OWNERS means those owners holding 51% of the votes in accordance with the percentage assigned in the declaration.
- g) OWNERS OF APARTMENT OWNERS mean the persons owing in Apartment in the Gokul Dham Condominium.
- h) SECTION means a Section of the Act.
- i) REGIISTER means the Registrar of Co-operative Societies.
- j) UNIT means Unit in the Gokul Dham Condominium.

3. The building located at S.No. 18 Plot Nos. 1 & 10 at Village Vihitgaon in the city of NASHIK in the Registration Sub-Division Taluka Nashik, Dist. Nashik within Nashik Municipal Corporation known as Gokul Dham Apartment is submission to the provisions of the Act.

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*Kumari
Kashi J. Devnani*

दस्तावेज-2
दस्त क्रमांक 3883/1003
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4. OBJECTS OF THE ASSOCIATION :

The objections of the association shall be

- a) To be and to act as the association of Apartment owners of the building called Gokul Dham Apartment at S.No. 18, Plot No. 1 & 10 at Vihitgaon, hereinafter called the building) who have filled their respective Declaration submit their apartment to the provisions of the Act.
- b) To invest or deposit moneys.
- c) To provide for the maintenance, repairs and replacement of the common areas and facilities by contributions from the apartment owners and if necessary by raising loans from that purpose.
- d) To retain and rent or license if possible, suits, portions of the common areas to out siders for commonical purposes and to distribute the common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve fund.
- e) To provide for and do all and any of the matters provided in sub-section (2) of Sec. 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 it provide for the repayment thereof lump-sum or in installments.
- g) To establish and carry on its own account or jointly with individuals of Institutions, educational, physical, social and recerative activities for the benefit of the apartment owners.
- h) To frame rules, with the approval of the general meeting of the association and after consulting the competent authority establish a provident fund and gratuity fund, if necessary for the benefit of the employees of the association.
- i) To do all things necessary and/or otherwise provide for their welfare expenditure for the attainment of the object specified in these bye-laws.
- j) The association shall no act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purpose.

5. MEMBERS OF ASSOCIATIONS :

1. All persons who have purchased apartments in the Gokul Dham Apartments Condominium and executed respective Declarations u/s. 5 submitting their apartment to provisions of the Act shall pay the sum of Rs. One as entrance fee and may purchase at least one share of the face value of Rs.100 each. Each apartment owner shall receive a copy of the bye-laws on payment of Rs.25/-
2. Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift under his will or otherwise the purchaser 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 shall be transferred to the name of such purchaser or done on payment of One rupee to the Association.

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*Kumari
Kosari Devyani*

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दस्ता क्रमांक ३४४३/२००३
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3. On death of an apartment owner, the apartment of such apartment owner shall be transferred to the persons whom he be queaths the same by his will, or to the legal representatives of his estate, in case he has not made any specified bequest of the apartment. The name of the legatee or the names of the legal representatives jointly shall be entered into the register of apartment owners maintained by the Secretary for the purpose of administration of the Gokul Dham Apartment Condominium as apartment owner of joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6. JOINT APARTMENT OWNERS :

Whereas 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 by and have the right to vote.

7. HOLDING OF ONE SHARE COMPULSARY :

Every apartment must hold at least one share of the association (Joint apartment -owners holding the shares jointly.)

8. DISQUALIFICATIONS :

No apartment owner shall be entitled to vote on the questions of the election of members of the Board or the President, Secretary, Treasurer or any other office bearers or be entitled to and for election to such office if he is in arrears of any sum due from him in respect of his contributions 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 percent to cost of 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.

.....10.

*Kumari
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CHAPTER III
ADMINISTRATION



12. POWERS AND DUTIES OF ASSOCIATION :

The association will have the responsibility of administrating the Gokul Dham Apartment condominium approving the annual budget, establishing for the management of 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 MEETINGS :

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

14. ANNUAL MEETINGS :

The first annual meeting of the association shall be held 3rd August 2003 Thereafter the annual meetings of the association shall be held in the 1st week of August every year. At such meetings, there shall be elected by ballot of the apartment owners a board in accordance with the requirements of bye-laws.

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 and the purpose thereof, no other business shall be transacted at a special meeting except as stated in the notice without the consent of the four fifths 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 meetings, stating the purpose thereof as well as the time and place where it is to be held, to each apartment, owners at least 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye-laws shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing commissioner or as the case may be the Registrar.

17. ADJOURNED MEETINGS :

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

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दस्ता क्रमांक २५४३ / २००३
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18.

ORDER OF BUSINESS:

The order of business at all meeting of the owners of units shall be as follows :

- Roll Call.
- Proof of notice of meeting or waiver of notice
- Reading of minutes of preceding meeting
- Report Committees.
- Election of Board
- Unfinished business, if any.
- New Business.

CHAPTER IV

BOARD OF MANAGERS

19. MANAGEMENT OF ASSOCIATION :

The affairs of the association shall be governed by a Board of Managers.

20. POWER AND DUTIES OF BOARD :

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

21. OTHER DUTIES :

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

- Care, upkeep and surveillance of the Gokul Dham Apartments condominium and the common facilities.
- Collection of monthly assessment from the owners.
- Designation, employment, remuneration and dismissal of the personal necessary for the maintenance and operation of the Gokul Dham Apartments condominium, the common areas and facilities.
- To provide for the manner in which the audit and accounts of the association shall be carried out.
- To inspect the accounts kept by the secretary and/or the treasurer, and examine the registers and account books and to take steps for the recovery of all sums due to the Association.
- To sanction working expenses, count cash balance and deal with other misc. business.
- To see that cash book is written up properly and is signed duly by one of the members of the Board authorised in this behalf.
- To hear and deal with complaints.

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Kishor Desai

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दस्त क्रमांक 13883/003
20/11/83



N: 000730

नाशिक महानगरपालिका, नाशिक

जावक नंबर / "नगररचना" / 1030

दिनांक १६.१.१९९०

इमारत बांधकामाचा वापर करणे बाबतचा दाखला (पूर्ण / भागशः)
 श्री. अमर एम. मिस्त्री व इतर यांचे अर्ज श्री. के. जे. राठोड व इतर

कडून द्वारा श्री. आश्रम एन. गोशवले यांच्या
 संदर्भ : तुमचा दिनांक ९.५.१९९४ चा अर्ज क्रमांक :

महाशय,

दाखला देण्यात येतो की, विशीतगाव शिवारातील म्रि. स. नं. ~~१६६~~
 सन्हे नं. १८ प्लॉट नं. १ व १० मधील इमारतीच्या.
 मजल्याचे इकडोल बांधकाम परवानगी नं. ~~१६६~~ / ~~१०~~ / ~~१९९४~~ दिनांक ९.५.१९९३ अन्वये

दिल्याप्रमाणे सहोष्क अकॉटेक्ट) श्री. आश्रम गोशवले
 यांचे निरीक्षणाखाली पूर्ण झाली असून निवासो / निवासितर कारणासाठी खालील शर्तीस अधिन राहून
 इमारतीचा वापर करणेस परवानगी देण्यात येत आहे. त्याचे एकूण बांधकाम क्षेत्र ५५०.१६
 चौ. मि व चटई क्षेत्र (कारपेट एरिया) ४००.१४ चौ. मि.

- सदर इमारतीचा वापर निवासो/निवासेतर कारणाकरिताच करता येईल त्या वापरात बदल करता येणार नाही वापरात बदल करावयाचा झाल्यास इकडोल कार्यालयाची पूर्व परवानगी घ्यावी लागेल
- घरपट्टी आकारणीसाठी अलाहिचा प्रत मा. कर अधिष्ठाक घरपट्टी विभाग यांचेकडे पाठविण्यात आली आहे तरी संबधीत विभागाकडे संपक साधावा
- सगळ फेज विज पुरवठा करणेस हरकत नाही.
- सदरच्या पूर्ण केलेल्या इमारतीत म. न. पा. च्या पूर्व परवानगी शिवाय वापरानध्ये व बांधकामा-मध्ये बदल करू नये.

अर्जदार यांनी इकडोल कार्यालयात दाखल झालेल्या
 कामाविषय केलेल्या रकम रु. ४०००/- (५०००० x ८)
 पा. क्र. १३/००६८ दि. १६-१-९० अन्वये अर्जदार
 कोलेत.

कार्यकारी अभियंता
 नगररचना,
 नाशिक महानगरपालिका, नाशिक

Kumari
 Rosni Devi

व.स.ज-२
दस्त क्रमांक १३४४३/०३३.
२०/१५४३



N: 000730

नाशिक महानगरपालिका, नाशिक

जावक नंबर / "नगररचना" / ७३०

दिनांक १६.१.१९९७

इमारत बांधकामाचा वापर करणे बाबतचा दाखला (पूर्ण / भागशः)
 श्री. जगर एम. मिस्त्री व इतर यांचे ज.भू.अ. के.जे. साठी व इतर

एक द्वारा श्री. अजय एन. गोरवले यांनी.

संदर्भ : तुमचा दिनांक ९.५.१९९४ ना अर्ज क्रमांक :

महाशय,

दाखला देण्यात येतो की, विहीत गाव शिवारातील प्रि. स. नं. ~~१६६~~

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 मजल्याचे इकडील बांधकाम परवानगी नं. ~~१६६~~ दिनांक ९.५.१९९३ अन्वये

दिल्याप्रमाणे सहव्यक्त। अफिटेस्ट। श्री. ~~लाभम गोरवले~~
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 चौ. मि व चढई क्षेत्र (कारपेट एरिया) ४७७.१४ चौ. मि.

- सदर इमारतीचा वापर निवासी/निवासितर कारणाकरिताच करता येईल त्या वापरात बदल करता येणार नाही वापरात बदल करावयाचा झाल्यास इकडील कार्यालयाची पूर्ण परवानगी घ्यावी लागेल
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अर्जदार यांनी इकडील कार्यालयात दाखिल्ली रक्कमचे
 कामाविषय कोउलपत्र नं. ४७७७ - (५७७७७७७७)
 पा. क्र. १३/००६६ दि. १६-१-९७ अन्वये अर्जदारा
 कोउल.

कार्यकारी अभियंता
 नगररचना,
 नाशिक महानगरपालिका, नाशिक

Kumari
 Rosni Devis