

7. **Flat No. 207**, having Carpet area of 44.895 Sq. Mtrs on Second Floor along with attached same level open balconies having together area of 7.20 Sq. Mtrs., as specifically shown in Exhibit "A" of this Deed, and it is bounded as

East :- Common Wall of Flat no. 206.
West :- Common Wall of Flat no. 208.
South:- Plot no. 10 of Same S.no.
North:- Common Passage & Atrium thereon.

The Residential unit consists of the amenities and facilities as shown on the plan attached hereto. **UNSOLD i.e. Remained with Grantor Shree Ganesh Land Developers.**

8. **Flat No. 208**, having Carpet area of 44.895 Sq. Mtrs on Second Floor along with attached same level open balconies having together area of 7.20 Sq. Mtrs., as specifically shown in Exhibit "A" of this Deed, and it is bounded as

East :- 12.00 Meter wide Service Road and
30.00 M Wide Dondaicha Khetiya
Diversion road thereon.
West :- Common Wall of Flat no. 107.
South:- Plot no. 10 of Same S.no.
North:- Common Passage & Atrium thereon.

The Residential unit consists of the amenities and facilities as shown on the plan attached hereto. **UNSOLD i.e. Remained with Grantor Shree Ganesh Land Developers.**

THIRD FLOOR

- 1. Flat No. 301**, having Carpet area of 44.895 Sq. Mtrs on Third Floor along with attached same level open balconies having together area of 7.20 Sq. Mtrs., as specifically shown in Exhibit "A" of this Deed, and it is bounded as

East :- Common Wall of Flat no. 302.
 Diversion road thereon.
 West :- 12.00 M Wide Road.
 South:- Common Passage & Atrium thereon.
 North:- Plot no. 07, Plot no. 15A of Same S.No.

The Residential unit consists of the amenities and facilities as shown on the plan attached hereto. **UNSOLD i.e. Remained with Grantor Shree Ganesh Land Developers.**

- 2. Flat No. 302**, having Carpet area of 44.895 Sq. Mtrs on Third Floor along with attached same level open balconies having together area of 7.20 Sq. Mtrs., as specifically shown in Exhibit "A" of this Deed, and it is bounded as

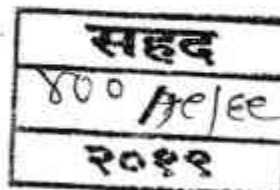
East :- Common Wall of Flat no. 303.
 West :- Common Wall of Flat no. 301.
 South:- Common Passage & Atrium thereon.
 North:- Plot no. 07, Plot no. 15A of Same S.No.

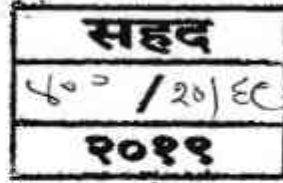
The Residential unit consists of the amenities and facilities as shown on the plan attached hereto. **UNSOLD i.e. Remained with Grantor Shree Ganesh Land Developers.**

- 3. Flat No. 303**, having Carpet area of 44.895 Sq. Mtrs on Third Floor along with attached same level open balconies having together area of 7.20 Sq. Mtrs., as specifically shown in Exhibit "A" of this Deed, and it is bounded as

East :- Common Wall of Flat no. 304.
 West :- Common Wall of Flat no. 302.
 South:- Common Passage & Atrium thereon.
 North:- Plot no. 07, Plot no. 15A of Same S.No.

The Residential unit consists of the amenities and facilities as shown on the plan attached hereto. **UNSOLD i.e. Remained with Grantor Shree Ganesh Land Developers.**





4. **Flat No. 304**, having Carpet area of 44.895 Sq. Mtrs on Third Floor along with attached same level open balconies having together area of 7.20 Sq. Mtrs., as specifically shown in Exhibit "A" of this Deed, and it is bounded as

East :- 12.00 Meter wide Service Road and
30.00 M Wide Dondaicha Khetiya
Diversion road thereon.
West :- Common Wall of Flat No.303.
South:- Common Passage & Atrium thereon.
North:- Plot no. 07, Plot no. 15A of Same S.No.

The Residential unit consists of the amenities and facilities as shown on the plan attached hereto. **UNSOLD i.e. Remained with Grantor Shree Ganesh Land Developers.**

5. **Flat No. 305**, having Carpet area of 44.895 Sq. Mtrs on Third Floor along with attached same level open balconies having together area of 7.20 Sq. Mtrs., as specifically shown in Exhibit "A" of this Deed, and it is bounded as

East :- Common Wall of Flat no. 306.
West :- 12.00 M Wide Road.
South:- Plot no. 10 of Same S.no.
North:- Common Passage & Atrium thereon.

The Residential unit consists of the amenities and facilities as shown on the plan attached hereto. **UNSOLD i.e. Remained with Grantor Shree Ganesh Land Developers.**

6. **Flat No. 306**, having Carpet area of 44.895 Sq. Mtrs on Third Floor along with attached same level open balconies having together area of 7.20 Sq. Mtrs., as specifically shown in Exhibit "A" of this Deed, and it is bounded as

East :- Common Wall of Flat no. 307.
West :- Common Wall of Flat no. 305.
South:- Plot no. 10 of Same S.no.
North:- Common Passage & Atrium thereon.

The Residential unit consists of the amenities and facilities as shown on the plan attached hereto. **UNSOLD i.e. Remained with Grantor Shree Ganesh Land Developers.**

7. **Flat No. 307**, having Carpet area of 44.895 Sq. Mtrs on Third Floor along with attached same level open balconies having together area of 7.20 Sq. Mtrs., as specifically shown in Exhibit "A" of this Deed, and it is bounded as

East :- Common Wall of Flat no. 306.
 West :- Common Wall of Flat no. 308.
 South:- Plot no. 10 of Same S.no.
 North :- Common Passage & Atrium thereon.

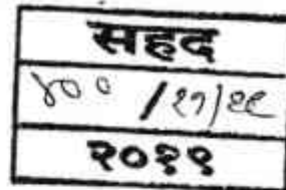
The Residential unit consists of the amenities and facilities as shown on the plan attached hereto. **UNSOLD i.e. Remained with Grantor Shree Ganesh Land Developers.**

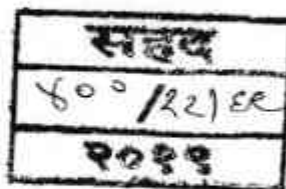
8. **Flat No. 308**, having Carpet area of 44.895 Sq. Mtrs on Third Floor along with attached same level open balconies having together area of 7.20 Sq. Mtrs., as specifically shown in Exhibit "A" of this Deed, and it is bounded as

East :- 12.00 Meter wide Service Road and
 30.00 M Wide Dondaicha Khediya
 Diversion road thereon.
 West :- Common Wall of Flat no. 307.
 South:- Plot no. 10 of Same S.no.
 North :- Common Passage & Atrium thereon.

The Residential unit consists of the amenities and facilities as shown on the plan attached hereto. **UNSOLD i.e. Remained with Grantor Shree Ganesh Land Developers.**

That each of the unit holder in the Shops & Flats Premises Scheme has voting right and Land ratio in the percentage as specifically shown in **Annexure - A.**





2. COMMON AREAS AND FACILITIES:-

- a) The foundation and main walls, columns, girder, beam between two adjacent units as described on the plan and shall form part of this Deed as **Exhibit "A"** herewith attached.
- b) Pipe line network for Sewers, Municipal water/Bore well water.
- c) Bore well on the north east side.
- d) Overhead water tank
- e) Septic tank provided on West side of the plot at Ground Floor
- f) Staircase and Lift with battery back system and ARD provided in the building.
- g) Terrace of the building
- h) Sump Pumps and Drainage network at Ground Floor.

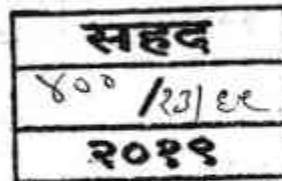
RESTRICTED AREA-

- a. Front marginal space of Shop Premises on Ground Floor towards Service road and Parking Area in Atrium is reserved for Commercial Unit Holders.
- b. Side Marginal Area is reserved for Residential Unit Holders for Parking there vehicles and for ingress and outgress excluding Front Marginal Space in Front of Shops & Any Passage, Access Given separately to Commercial Unit Holder if any
- c. Toilet blocks in each of the Unit if any
- d. Allotted parking space on Ground Floor, Terraces at the same level of Unit or at Roof Terrace if allotted exclusively and further the Grantor reserves the right to allot open as well as closed parking on Ground Floor, Terraces at same level of unit/Terrace at Roof Level exclusively to the unit Holders.

SIXTH-

[a] That the right, title and interest of the each owner of the Commercial unit s in the general common area and facilities listed under **Sub- paragraph 2 of FIFTH** and their proportionate share in the profits and common expenses in the said general common areas and facilities as well as the proportionate representation for voting purpose in the meeting of the Association of Apartment owners of the **Shree Ganesh Imperial Condominium** is based on the proportionate value of such Commercial unit to the total value of all Commercial unit s, as shown in a separate sheet attached herewith as Annexure-A.

[b] That the right, title and interest of each owner of the Commercial unit s in the general common area and facilities listed under sub para 2 of fifth and their proportionate share in the profits and common expenses in the said general common areas and facilities as well as the proportionate representation for voting purpose in the meeting of the Association of the Apartment owners of the **Shree Ganesh Imperial Apartment Condominium** is based on the proportionate value of such Commercial unit to the total value of all Commercial unit s, is shown in a separate sheet attached to the Declaration as Annexure- A.



[c] The proportionate representation for voting purpose provided in A hereof may be limited in accordance with the provisions of bye-laws attached hereto as Exhibit B.

[d] Apartment/ Apartments and the percentage of undivided interest in the common areas and facilities pertaining to each apartment are not encumbered in any manner whatsoever on the date of this declaration.

SEVENTH-

That the administration of **Shree Ganesh Imperial Apartment Condominium** consisting as aforesaid of the building and parcel of land described in paragraphs First and Fifth of this deed shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws which are made a part of this deed and are attached hereto as **Exhibit B**.

EIGHTH-

That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 so that the commercial units of the upper floors may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to a common area and facility of the building, each Commercial unit owner having an exclusive and particular right, title and interest over his respective Commercial unit and in common areas and facilities and/ or restricted common areas and facilities.

NINTH-

That for the purpose of stamp duty and registration fees to be imposed on the registration of this Deed in the Register of Declaration and Deeds of Apartment under section 13[5] the value of the **Shree Ganesh Imperial Apartment Condominium** Apartment Condominium is distributed as follows:-

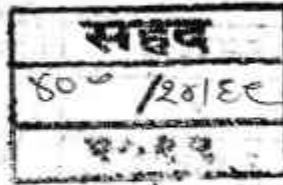
Land and Building is valued on the basis of Sale of agreement executed in favour of purchaser.

TENTH-

That so long as the Grantors owns one or more of the Commercial units, the Grantors shall be subject to the provisions of this Deed and of the Exhibits A attached hereto and the Grantors covenant to take no action which will adversely affect the rights of the Association of Apartment owners with respect to assurances against latent defects in the building or other rights assigned to the Association by the reasons of the establishment of **Shree Ganesh Imperial Apartment Condominium**.

ELEVENTH-

That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

**TWELTH-**

That the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendments to this Deed registered.

THIRTEENTH-

That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the Residential + Commercial unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

FOURTEENTH:-

That each apartment owner shall comply with the provisions of this Deed, the by-laws, decisions and resolutions of the Association of Apartment Owners or its representatives, and failure to comply with any such provisions, decision or resolution, shall be grounds for an action to recover sums.

FIFTEENTH:-

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

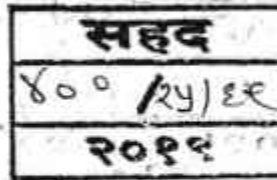
SIXTEENTH:-

That no apartment owner of a Residential + Commercial 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 and/or restricted common areas and facilities or by the abandonment of his Residential + Commercial unit.

SEVENTEENTH:-

All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any Commercial unit shall constitute a charge on such Residential + Commercial unit prior to all other charges except only [1] charge, if any, on the

Residential + Commercial unit for payment of Government or Municipal Taxes or both, and [2] all sums unpaid on a first mortgage of the Apartment.

**EIGHTEENTH:-**

That all present or future owners, tenants, or any other person that might use the facilities of the building in any manner, area subject to the provisions of this Deed and that the mere acquisition or rental of any of the Commercial unit of the building or the mere act of occupancy of any of the said unit shall signify that the provisions of this Deed are accepted and ratified. The respective Commercial unit shall not be rented or given on leave and license or care-taker basis by the apartment owners thereof for transient or hotel purpose, which shall be defined as [a] rental compensation or compensation for any period less than thirty days, or [b] any rental or if the occupants of the Commercial unit s are provided customary hotel or boarding or lodging or playing quest services other than the foregoing obligations, the apartment owners of the respective Commercial unit s shall have the absolute right to lease such unit or give it on leave and license or care-taker basis provided that said lease or leave and license or care-taker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the bye laws in **Exhibit B** attached hereto.

NINETEENTH:-

That if the property subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act 1970.

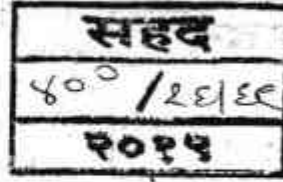
TWENTEETH:-

That where a Residential + Commercial unit is sold by a mortgage in exercise of his powers of sale under an English mortgage or by a Court in execution of a decree in a suit brought by a mortgagee against the owner of such Residential + Commercial unit, then neither the mortgagee nor the purchaser who derives title to the Residential + Commercial unit at such sale, or his successors or assigns shall be liable, for assessment by the association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association of Apartment, Owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

TWENTY FIRST:-

That in a voluntary conveyance of a Residential + Commercial unit the guarantee of the unit shall be jointly and severally liable with the Grantors for all unpaid assessments by the Association of Apartment Owners, against the latter for his share of the common express up to the time of the grant or 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 Grantors due to the Association and such granted shall not be liable for nor shall the Residential + Commercial unit conveyed be subject to a charge for any unpaid assessments made by the Association of Apartment Owners against the Grantors in excess of the amount therein set forth.



TWENTY SECOND:-

That the Manager of Board or Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering Residential & Commercial units but without prejudicial to the right of the owner of a Residential & Commercial unit to obtain individual Residential + Commercial unit insurance.

TWENTY THIRD:-

That insurance premium for any blanket insurance's coverage shall be common expenses to be paid by monthly assessment levied by the Association of Apartment Owners; and that such payment shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premium as such premiums become due.

IN WITNESS WHEREOF the Grantors as aforesaid hereto set their hands on this **01st** day of **February** in the year **2019**.

SIGNED, SEALED & DELIVERD
BY WITHIN NAMED **GRANTOR**

**Shree Ganesh Land Developers
Through it's Proprietor
Mr. Prakash Raman Chaudhari**



IN THE PRESENCE OF WITNESSES:-

1. Adv. Piyush B. More

*Third floor, Shree Ganesh Anand,
Parijat Nagar, Nashik.*



2. Shri. Rakesh C. Patil

*At. Tikhoda, 27,
Tal. Shahada
Dist. Nandurbar*



EXHIBIT "A"
The completion plan, completion and commencement certificate attached herewith.

EXHIBIT "B"

BYE LAWS OF SHREE GANESH IMPERIAL APARTMENT CONDOMINIUM

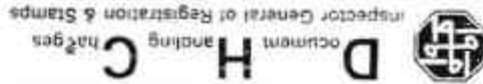
ANNEXURE - A

List of the Owners Land Ratio and Voting Rights



PRN 0202201903225		Receipt Date 02/02/2019
Received from Shri Prakash Raman Chaudhari, Mobile number 9423176052, an amount of Rs.240/-, towards Document Handling Charges for the Document to be registered on Document No. 400 dated 02/02/2019 at the Sub Registrar office S.R. Shashide of the District Dhule.		
DEFACED ₹ 240 DEFACED		
Payment Details		
Bank Name IBKL	Payment Date 02/02/2019	
Bank CIN 10004152019020202860	REF No. 200764391	
Deface No 0202201903225D	Deface Date 02/02/2019	

This is computer generated receipt, hence no signature is required.



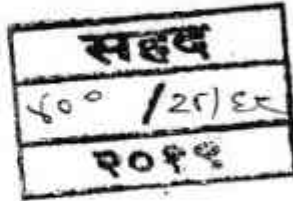


EXHIBIT "B"

SHORT TITLE AND APPLICATION

1. These by laws may be called the bye-laws of the **Shree Ganesh Imperial Apartment Condominium.**
2. The Provisions of these by laws apply to the **Shree Ganesh Imperial Apartment Condominium.**

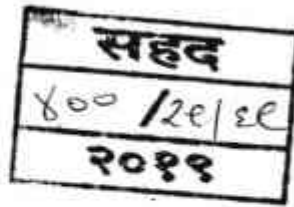
All present or future owners, tenants, future tenants or their employees or any other person that might use the facilities of the building in any manner, are subject to the regulations set forth in these by laws.

Mere acquisition or rental or taking or license of any of the Commercial unit s [hereinafter referred to as **UNITS**] of the building or mere act of occupancy of any of the said unit will signify these bye-laws are accepted, ratified and will be complied with.

3. DEFINITION:-

[1] In these bye-laws unless the context requires otherwise,

- a] "**Act**" means the Maharashtra Apartment Ownership Act, 1970.
- b] "**Association**" means the Association of all the Apartment owners constituted by such owners for the purpose of the **Shree Ganesh Imperial Apartment Condominium.**
- c] "**Board**" means as Board of Managing Committee of **Five** persons all of whom shall be owners of apartment in the **Shree Ganesh Imperial Apartment Condominium.**
- d] "**Building**" means the building constructed on the property bearing All that piece and parcel of land bearing land Plot no. 08 + Plot no. 09 + Plot no. 13A + Plot no. 13B + Plot no. 14A + Plot no. 14B together admeasuring 1501.87 Sq. Mtrs with Basic FSI & Premium FSI area as per approved building plans and permission from and out of Survey No. 101/1+2 from situated at Village Shahada, Taluka Shahada, District Nandurbar and also within the limits of Registration and Sub- Registration District of and known as **Shree Ganesh Imperial Apartment Condominium**, and includes the land forming part thereof.
- 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**" mean these owners holding 51 percentage of the votes in accordance with the percentage assigned in the Declaration.
- g] "**Owner**" of "**Apartment Owners**" mean those persons owing an apartment in the **Shree Ganesh Imperial Apartment Condominium.**
- h] "**Section**" means a section of the Act.

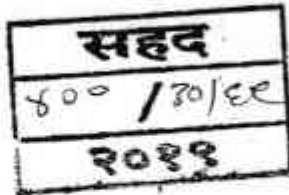


- i) "Unit" means a Commercial unit in the **Shree Ganesh Imperial Apartment Condominium**.
- j) "Registrar" means the Registrar of Co- operative Societies.
- [2] Words and expressions used in these bye-laws but not defined therein shall have the meaning respectively assigned to this in the Act.
- [3] The building located at Shahada within the Grampanchayat limits, Shahada the District of Nandurbar known as **Shree Ganesh Imperial Apartment Condominium** is submitted to the provisions of the Act.

4. OBJECTS OF THE ASSOCIATION-

[1] The objects of the Association shall be:-

- [a] to be and to act as the Association of Apartment Owners of the building called as **Shree Ganesh Imperial Apartment Condominium** [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 deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve fund;
- [e] to provide for and do all and any of the matters provided in sub- section [2] of the Section 16;
- [f] to advance with the consent of the apartment owners; and 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 its own account or jointly with individuals or institutions, educational physical, social and re-creative 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 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 for and otherwise provide for their welfare expedient for the attainment of the objects specified in these bye-laws.
- [2] The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purpose.



5. MEMBERS OF ASSOCIATION:-

- [1] All persons who have purchased apartments in the **Shree Ganesh Imperial Apartment Condominium** and executed respective Declarations 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 one rupee 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 one rupee.
- [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 apartment shall be transferred to the person or persons to whom he bequeaths the same by his will or to the legal representatives of his estate, in case he has not made any specific bequest of the apartment. The name of the legatees or the names of the legal representatives jointly shall be entered in the register of apartment owners maintained by the Secretary for the purpose of administration of the **Shree Ganesh Imperial Apartment Condominium** as apartment owner or joint apartment owners. Where any legatee is minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6. JOINT APARTMENT OWNERS:-

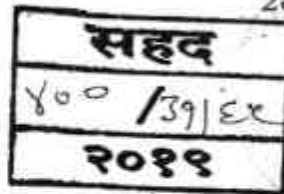
Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association shall be issued in their joint names but the person whose name stands first in the share certificate shall alone have the right to vote.

7. HOLDING OF ONE SHARE COMPULSORY:-

Every apartment owner must hold at least one share of the Association [joint apartment owners holding the shares jointly].

8. DISQUALIFICATION:-

No Apartment owner shall be entitled to vote on the questions of the election of members of the board or the President, Secretary, Treasurer or any other office bearer nor be entitled to stand for election to such office if he is in arrears if 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 of which the owner is entitled is the percentage assigned to the Commercial 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. Voters to be case in person-

Votes shall be cast in person.

CHAPTER III ADMINISTRATION

12. POWER AND DUTIES OF ASSOCIATION:-

The Association will have the responsibility of administering the **Shree Ganesh Imperial Apartment Condominium** approving the annual budget, establishing and collecting monthly assessment and arranging 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:-

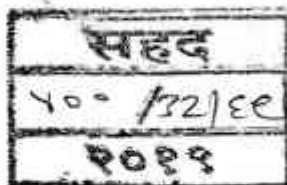
Meetings of the Association shall be held at suitable place convenient to the owners as may time to time be designated by the Association.

14. ANNUAL MEETINGS:-

The first annual meeting of the Association shall be held on the 5th day of April 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 23. The owners may also transact such other business of the Association as may properly come before them.

15. SPECIAL MEETING:-

It shall be the duty of the Secretary to mail or send a notice of each annual or 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 having been presented to the Secretary, or at the request of the Housing Commissioner, or as the case may be, the Registrar or any officer duly authorized by him in this behalf. The notices of any special meeting shall state the time and place of such meeting except as stated in the notice without the consent of **four-fifth** of the owners present in persons.



16. NOTICE OF MEETING:-

If 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 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye-law 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 MEETING:-

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

18. ORDER OF BUSINESS:-

The order of business at all 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 proceedings meeting.
- d) Reports of officers.
- e) Reports of the Housing, Commissioner or the Registrar or 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
BOARD OF MANAGERS**

19. Management of Association:-

The affairs of the Association shall be governed by a Board.

20. Powers 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 by law or by these bye-laws directed to be exercised and done by the owners.

21. Other duties:-

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

- [a] Care, upkeep and surveillance of the **Shree Ganesh Imperial Apartment Condominium** and the common areas and facilities.
- [b] Collection of monthly assessment from the owners;
- [c] Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the **Shree Ganesh Imperial Apartment Condominium** 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 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.
- [f] to sanction working expenses, account cash balance and deal with other miscellaneous business.

22. MANAGER:-

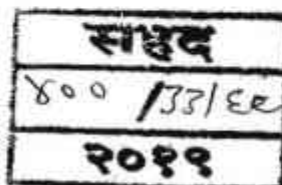
The Board may employ for the Association a manager at a compensation determined by the Board to perform such duties and services as the Board shall authorize include but not limited to the duties listed in bye-laws 21.

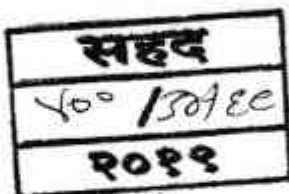
23. ELECTION AND TERM OF OFFICE:-

At the first annual meeting of the Association, the term of office of **Three** Managers shall be fixed for **three years**. The term of office shall be 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 Manager shall hold office until their successors have been elected and hold their first meeting. [If a larger board is contemplated, the terms of office should be established in a similar manner so that they will expire in different years.

24. VACANCIES:-

Vacancies in the Board caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority on the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be a Manager, until a successor is elected at the next annual meeting of the Association.





25. REMOVAL OF MANAGERS:-

At any regular or 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 any 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 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 constitutes such meetings, provided a majority of the whole Board shall be present.

27. REGULAR MEETINGS:-

Regular meetings 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 Manager personally or by mail, or telegraph at least three days prior to the day named for such meetings.

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] and purpose of the meeting. Special meetings of the Board shall be called by the President of Secretary in the like manner and on like notice on the written request of at least three Managers.

29. WAIVER OF NOTICE:-

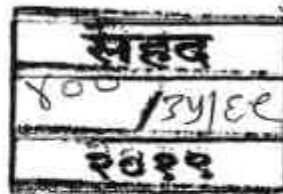
Before or at any meeting of the Board any Manager, may in writing, waiver notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice, by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted as 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 Managers present at a meetings 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 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 or 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 officer 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 office as in their judgment may be necessary. [In the case of an Association of one hundred owners or less the offices of Treasurer and Secretary may be filed 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 held offices at the pleasure of the Board.

34. REMOVAL OF OFFICERS:-

Upon an affirmative 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 at any special meeting of the Board Called for such purpose.

35. PRESIDENT:-

The President shall be Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the officer of president of an Association, including but not limited to the power to appoint committee from among the owners from time to time as he may in his discretion decide to the appropriate to assist in the conduct of the affairs of the Association.

36. VICE- PRESIDENT:-

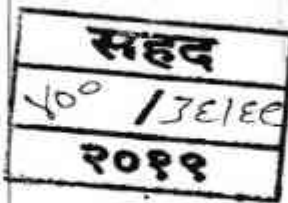
The Vice President shall take place of the President and perform his duties, whenever the President shall be absent or, unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board so to act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

37. SECRETARY:-

The Secretary shall keep the minutes of 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 incident to the officer 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 deposits of all moneys and other valuable effects in the name of and to the credit of the Association in such depositaries as may from time to time be designated by the Board.



CHAPTER VI OBLIGATION OF THE APARTMENT OWNERS

39. ASSESSMENTS:-

All owners are obliged to pay monthly assessment imposed by the Association to meet all expenses relating to the **Shree Ganesh Imperial Apartment Condominium**, which may include insurance for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made pro-rate according to the value of the unit owned as, stipulated in the declaration. Such assessments shall include monthly payments to a General Operating Reserve Fund for Replacements.

40. MAINTENANCE AND REPAIR:-

- [1] Every owner must perform promptly, all maintenance and repair work within his own unit, which it omitted would affect the **Shree Ganesh Imperial Apartment 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 may endanger.
- [2] All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, air conditioner, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expenses of the apartment owner concerned.
- [3] An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area and facility damaged through his fault.
- [4] The Association shall be responsible to maintain and incur expenses for the neon signboard, along with all the common amenities and facilities in or within the buildings at their own costs and efforts.

41. USE OF UNITS:- INTERNAL CHANGES

- [1] All units [except units on Ground Floor] shall be utilized for residential purpose 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, alterations or installation.

42. USE OF COMMON AREAS AND FACILITIES AND RESTRICTED COMMON AREAS LAND FACILITIES:-

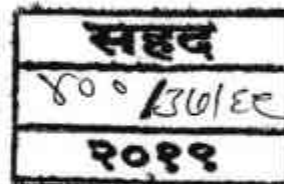
- [1] An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of **Shree Ganesh Imperial Apartment Condominium** and facilities of similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

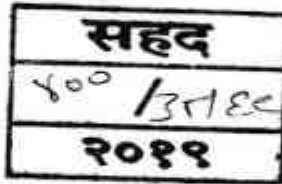
43. RIGHT OF ENTRY:-

- [1] An owner shall grant the right of entry to the Manager or to the other person authorized by the Board or the Association in case of any emergency originating in or thereon in his unit, whether the owner is present at the time or not.
- [2] An owner shall permit other owners or their representatives when so required to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

44. RULES OF CONDUCT:-

- [1] No resident of the **Shree Ganesh Imperial Apartment Condominium** shall post any advertisement or posters of any kind in or on the building except as authorized by the Association.
- [2] Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the Municipal Sanitary bye-laws or regulations.
- [3] It is prohibited to hang garments, rugs, etc. from the windows, balconies or from any of the facades of **Shree Ganesh Imperial Apartment Condominium**.
- [4] It is prohibited to dust rugs, etc. from the Windows or to clean rugs, etc by beating on the exterior part of the said Condominium.
- [5] It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installation is not provided, all garbage or trash shall be collected in a vessel and thrown in the municipal dust bin.
- [6] No owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna, machinery or air- conditioning units, etc. on the exterior of the **Shree Ganesh Imperial Apartment Condominium** or that protrude through the wall or the roof of the Condominium except as authorized by the Association.





CHAPTER VII FUNDS AND THERE 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. INVESTMENTS:-

The Association may invest or deposit its funds in one or more of the following:-

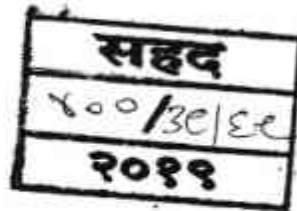
- [a] in the Central Co. Operative Bank or in the State Co. Operative Bank, Nationalized Bank or
- [b] in any of the securities specified in Sec.20 of the Indian Trust Act, 1882; or
- [c] in any Co. Operative Bank other than those referred to in clause [a] of the bye-law; or in any Banking company approved for this purpose by the Association.

47. AFFILIATION:-

Should there be any Federation of apartment owners in the locality in which the **Shree Ganesh Imperial Apartment Condominium** is situate, the Association may, after consulting the Competent Authority, become a member thereof, and pay the sums from time to time payable to such Federation under the Rules thereof.

48. ACCOUNTS:-

- [1] A banking account shall be opened by the Association in to which all moneys received on behalf of the Association shall be paid; provided that the Secretary may retain his personal custody an amount not exceeding **Rs. 100/-** for petty expenses. All payments above **Rs. 20/-** shall be made by cheques signed by the Secretary, and one member of the Board.
- [2] Each apartment owner shall have a pass book in which the Secretary shall enter amounts paid to or received for his share in receipts of profits from common areas and contributions towards common expenses, and his share of assessment and other dues, if any in respect of his apartment.
- [3] The Association shall on or before **31 July** in each year publish an audited annual financial statement in respect of the common areas and facilities containing:-



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- [a] the profit and loss account;
 - [b] the receipts and expenditures 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 these liabilities and assets and how the value of fixed assets has been arrived at.
- [4] The audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof shall be submitted to the competent authority not later than **15 August** every year.
- [5] Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement a similar list of loaners. The financial statement shall state up to what date profits and expenses of common areas are included.

49. PUBLICATION OF ACCOUNTS AND REPORT:-

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:-

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 herein before provided and shall examine the annual return and verify the same, with the accounts relating thereof and shall either sign the same as found by him to be correct, duly couched and in accordance with law, or specially report to the Association in what respect the funds it is incorrect; un-vouched 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 [including limited 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 VIII
MORTGAGEE**

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 "**Mortgagee of Units**".

53. NOTICE OF UNPAID ASSESSMENT:-

The Association shall at the request of a mortgagee of a unit report shall unpaid assessment due from the owner of such unit.

CHAPTER IX COMPLIANCE

54. COMPLIANCE:-

These bye-laws are set forth to comply with the requirements of the Maharashtra Apartment Ownership Act, 1970. In case any of these bye-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that the Provisions of the Act will apply.

55. SEAL OF THE ASSOCIATION:-

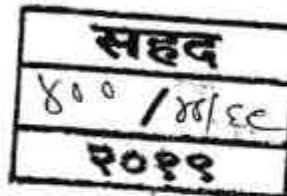
The Association shall have a common seal which shall be in the custody of the secretary, and shall be used only under the authority of a resolution of the Board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the Secretary or any other person authorized by the Association in that behalf.

CHAPTER X

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56. AMENDMENTS OF BYE-LAWS:-

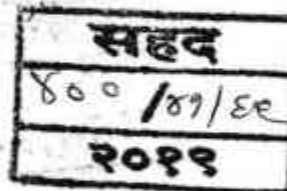
These bye-laws may be amended by the Association in duly constituted meetings for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total value of all unit holders in the **Shree Ganesh Imperial Apartment Condominium** as shown in the Declaration.



ANNEXURE A

PERCENTAGE OF VOTING OF UNIT HOLDER IN SHREE GANESH IMPERIAL APARTMENT CONDOMINIUM

UNIT NO.	NAME OF THE UNIT HOLDER	PERCENTAGE
GROUND FLOOR		
Shop No. 01	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.02
Shop No. 02	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	1.20
Shop No. 03	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	2.04
Shop No. 04	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	2.04
Shop No. 05	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	4.23
Shop No. 06	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.33
Shop No. 07	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	2.04
Shop No. 08	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	2.04
Shop No. 09	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	1.20
Shop No. 10	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.02
FIRST FLOOR		
Flat No.101	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Flat No.102	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Flat No.103	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Flat No.104	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Flat No.105	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Flat No.106	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Flat No.107	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Flat No.108	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	
SECOND FLOOR		
Flat No.201	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Flat No.202	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Flat No.203	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Flat No.204	Shri. Kailas Ramesh Patil and Sau. Manisha Kailas Patil	3.16
Flat No.205	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Flat No.206	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Flat No.207	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Flat No.208	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	3.16
Third Floor		
Flat No.301	Unsold i.e. remained with Shree Ganesh Land Developers	3.16
Flat No.302	Unsold i.e. remained with Shree Ganesh Land Developers	3.16
Flat No.303	Unsold i.e. remained with Shree Ganesh Land Developers	3.16
Flat No.304	Unsold i.e. remained with Shree Ganesh Land Developers	3.16
Flat No.305	Unsold i.e. remained with Shree Ganesh Land Developers	3.16
Flat No.306	Unsold i.e. remained with Shree Ganesh Land Developers	3.16
Flat No.307	Unsold i.e. remained with Shree Ganesh Land Developers	3.16
Flat No.308	Unsold i.e. remained with Shree Ganesh Land Developers	3.16



**PERCENTAGE OF VOTING OF UNIT HOLDER IN SHREE GANESH IMPERIAL
APARTMENT CONDOMINIUM IN THE LAND**

UNIT NO.	NAME OF THE UNIT HOLDER	PERCENTAGE
GROUND FLOOR		
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Shop No. 02	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	1.20
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Shop No. 04	Unsold i.e. remained with Grantor Shree Ganesh Land Developers	2.04
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