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of this Deed and that the mere acquisition or rental of any of the family units 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 family unit shall not be rented or giving or leave and licence or care taker basis by the Apartment Owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensations for any period less than thirty days or (b) any rental of it the occupants of the family units are provided customary hotel or boarding or lodging or paying guest services other than the foregoing obligations, the Apartment owners of the respective family units shall have the absolute right to lease such unit or give it on leave and licence or care taker basis provided that said lease or leave and licence 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 Apart-ment Ownership is totally or substantially damaged or destoryed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

TWENTIETH :

THAT where a family unit is sold by a mortgagee in exercise of his powers of sale under an English

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TWENTY SECOND :

THAT the Manager or Board of Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering family units but without prejudical to the right to the owner of a family unit to obtain individual family unit insurance.

TWENTY THIRD :

THAT insurance premium for any blanket insurance coverage shall be a 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 premiums as such premiums become due.

IN WITNESS WHEREOF the Grantor have set their respective signature the day and year first herein-above written. **(TYPESET BY : RAMESH M.MULEY, JALGAON).**

OF THE JOINT SUB-REGISTRAR CLASS-2 JALGAON-3



SAU. SUCHETA JITENDRA KOLHE

'THE GRANTOR'

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- WITNESSES -

1. _____ 2. _____

NAME : सुरेश अर्जुन ठोरसे NAME श्रीरामराम नारायण पाटील

ADD : दांडेकर नगर पिंपाळा ADD : गुरुकृपा नगर शांतीनगर पिंपाळा.
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EXHIBIT-B

BYE LAWS OF SANIKA TOWER CONDOMINIUM

[1] SHORT TITLE AND APPLICATION :

[1] These bye-laws may be called the bye-laws of the **SANIKA TOWER** Condominium.

[2] The Provisions of these bye-laws apply to the **SANIKA TOWER** Condominium.

All present or future owner, 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 bylaws.

The mere acquisition or rental or taking or licence of any or the family units [hereinafter referred to as 'unit'] 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] DEFINITIONS :

[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 owner for the purpose of the **SANIKA TOWER** Condominium.

[c] 'Board' means a Board of Managers consisting of Five persons, all of whom shall be owners of Apartment in the **SANIKA TOWER** Condominium.

[d] 'Building' means the building located at Plot No.60 of Gat No. 303 of Pimprala shiwar, Jalgaon, shiwar, Tal and Dist. Jalgaon & known **SANIKA TOWER** 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

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building have executed and registered as provided in section 2.

[f] 'Majority of Owners' means those owners holding 51 percent of the votes in accordance with the percentages assigned in the Declaration.

[g] 'Owner' or 'Apartment Owner' means the person owing an Apartment in the **SANIKA TOWER** Condominium.

[h] 'Section' means a section of Act.

[i] 'Unit' means a family unit in the **SANIKA TOWER** Condominium.

[j] 'Registrar' means the Registrar of Co-operative Societies.

[2] Words and expressions used in these bye-laws but no defined therein shall have the meaning respectively assigned to them in the Act.

[3] APARTMENT OWNERSHIP :

The building located at Plot No.60 of Gat No.303 of Pimprala shiwar, Jalgaon, Tal and Dist. Jalgaon, and the building is known as **SANIKA TOWER** Condominium is submitted to the provisions of the Act.

[4] OBJECT OF 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 **SANIKA TOWER** Condominium, situated at Plot No.60 of Gat No.303 of Pimprala shiwar, Jalgaon, Tal and Dist. Jalgaon, Tal & Dist. Jalgaon [hereinafter called "the said building"] who have filed their respective declarations submitting their Apartments to the provisions of the Act.

[b] to invest of deposit moneys.

[c] to provide for the maintenance, repair and replacement of the common areas and facilities by

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contributions from the Apartment Owners, and if necessary by raising loans for that purpose.

[d] to retain and rent or licence if possible suitable portions of the common areas to outsiders for commercial purposes, 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-sections [2] of section 16;

[f] to advance, with the consent of the Apartment Owners, any short term loan to any Apartment Owners in case of any emergent necessity and to provide for repayment thereof in lump-sum or in instalments;

[g] to establish and carry on, its own account or jointly with individuals or institution, educational, physical, social and recreative activities for the benefit of the Apartment Owners.

[h] to frame rules, with approval of the general meeting of the Association and after consul-ting the competent authority and may establish a provident fund, gratuity and if necessary for the benefit of the employees of the Associations;

[i] to do all things necessary or and otherwise provided 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 Apartment in the **SANIKA TOWER** Condominium and executed respective Declarations under section-5 submitting their Apartment to provisions of the Act, shall automatically be members of the Association, and shall pay the sum of Rupees One Lakh or amount decided

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between the Flat Purchaser and Builder as One-time maintenance for each Flat Owners and Rupees Twenty thousands as One-time maintenance for each Shop Owners forever for the purpose of using of water facility. Soalso if necessary all Flat Owners by deciding in the meeting may collect additional maintenance amount from each Flat Owners (excluding shop owners) as and when necessary. So also each Flat Owners may Purchase at least one share of the face value of Rs.1001/- each. Each Apartment Owner shall receive a copy of the bye-laws on payment of Rs.300/-

[2] Upon any Apartment owner selling his Apartment of 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 Thousand Rupees. The shares held by an Apartment Owners shall be transferred of the name of such purchaser or donee on payment of One Thousand Rupees 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 representative 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 register of Apartment owners maintained by the Secretary for the purposes of administration of the **SANIKA TOWER** Condominium as Apartment Owner or joint Apartment Owners, where any legatee is a Minor the Apartment Owner shall be entitled to appoint a guardian of such Minor.

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[6] JOINT APARTMENT OWNERS :

Where an Apartment has been purchased by two or mere persons jointly they shall be jointly entitled to the Apartment and the share 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.

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[7] HOLDING OF ONE SHARE COMPULSORY :

Where an Apartment has been purchased by two 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 bearer or 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 of the last day of the year proceeding the year in which elections to the Board would take place.

CHAPTER-II
VOTING, QUORUM AND PROXIES

[9] VOTING :

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

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[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 case in persons.

CHAPTER-III
ADMINISTRATION

[12] POWERS AND DUTIES OF ASSOCIATION :

The Association will have the responsibility of Administering the **SANIKA TOWER**

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Condominium, approving the Annual budget establishing and collecting monthly assessments and arranging for the managements 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 persons.

[13] PLACE OF MEETINGS :

Meetings of Associ-ation shall be held by suitable place covenant 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 on 31.03.2020 [date]. Thereafter the Annual Meetings of the Association shall be held on the 31st of March 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 bye-laws 23. 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 of upon a petition signed by a Majority of the owners and having been presented to the Secretary or as the case may be the Registrar or any officer duly authorised by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except asserted in the notice without the consent of for fifths of the owners present in persons.

[16] NOTICE OF MEETINGS :

It shall be the duty of the Secretary to mail or sent a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is so held to each Apartment Owner, at

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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 :

It any meeting of owner can not be organised because a quorum has not attended the owners who are present, may adjourn the meeting to a time not less than meeting was called if at such adjourned meeting also, no quorum is present the owners present in person being not less than two shall form a quorum.

[18] ORDER OF BUSINESS :

The order of business at all meetings of the owners of unit shall be as follows :

[a] Roll Call.

[b] Proof of notice of meeting or waiver of Notice.

[c] Reading of minutes of preceding meeting.

[d] Report of Officers.

[e] Report of the Housing Commissioner or the or of the office, duly authorised by them, if present.

[f] Report of Committees.

[g] Election of Board of Managers.

[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 of Managers.

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[20] POWERS AND DUTIES OF BOARD :

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

[21] OTHER DUTIES :

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

[a] Care, unkeep and surveillance of the **SANIKA TOWER** Condominium and the common areas and facilities and restricted common areas and facilities.

[b] Collection of Monthly Assessments from the owners.

[c] Designation, employment, remuneration and dismissal of the personnel necessary for **SANIKA TOWER** Condominium common areas and facilities.

[d] To provide for the matter in which Audit and Accounts of the Association shall be carried out.

[e] To inspect the Account kept by the Secretary and/or 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, count cash balance and deal with other miscellaneous business.

[g] To see that Cash Book is written up promptly and is signed daily by one of the members of the Board Authorised in this behalf.

[h] To hear, deal with complaints.

[22] MANAGER :

The Board may comply for the Association a Manager at a compensation determined by the Board

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to perform such duties and services as the Board shall authorise including but not limited to the duties listed in bye-laws.

[23] ELECTION AND TERMS OF OFFICE :

At the First Annual Meeting of the Association, the term of the office of two Managers shall be fixed for three years. The term years and 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 unit their successors have been elected and hold their first meeting [if a larger Board in contemplated, the term of the office should be established in 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 of the remaining Managers, even though they may constitute less than a quorum and each person so elected shall be a manager until a successor is elected at the next Annual Meeting of the Association.

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[25] REMOVAL OF MANAGER :

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 Apartment Owners and a successor may than and there be elected to fill the vacancy thus created. Any Managers whose removal has been proposed by the owners shall be given an opportunity to heard at meeting.

[26] ORGANISATION MEETING :

The first meeting of newly elected Board shall be held within ten days of election at such a place as shall be fixed by the Manager at the meeting at which Managers were elected and no Notice shall be necessary to the newly elected Managers in order legally