

137/6549

पावती

Original/Duplicate

Saturday, December 30, 2017

नोंदणी क्र.: 39म

1:31 PM

Regn.: 39M

पावती क्र.: 10275 दिनांक: 30/12/2017

गावाचे नाव: धुळे

दस्तऐवजाचा अनुक्रमांक: दलन2-6549-2017

दस्तऐवजाचा प्रकार: घोषणापत्र

सादर करणाऱ्याचे नाव: श्री. हेमंतराव भास्करराव देशमुख यांचे तर्फे ज.मु. म्हणून श्री. राजेंद्र वसंतराव खानकरी प्रो.प्रा. विमल डेव्हलपर्स धुळे

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 1500.00

डाटा एन्ट्री

रु. 20.00

पृष्ठांची संख्या: 75

एकूण:

रु. 1620.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
1:34 PM ह्या वेळेस मिळेल.

Sub Registrar Dhule 2

बाजार मूल्य: रु. 0/-

मोबदला रु. 1/-

भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: eChallan रक्कम: रु. 100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008333241201718E दिनांक: 16/12/2017

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 1520/-

GRN : MH008353281201718E		Amount : 200.00	Bank : IDBI BANK		Date : 16/12/2017-10:09:03
1	(IS)-137-6549	0004910631201718	30/12/2017-13:21:43	IGR365	105.00
2	(IS)-137-6549	0004910631201718	30/12/2017-13:21:43	IGR365	100.00
Total Debitment Amount					200.00

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CHALLAN
MTR Form Number-6

GRN	MH006333241201718E	BARCODE			Date	16/12/2017-10:09:03	Form ID	25.3
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty Registration Fee				
Office Name				DUL2_DHULE NO 2 JOINT SUB REGISTRAR				
Location				DHULE				
Year				2017-2018 One Time				
Payer Details				Full Name RAJENDRA VASANTRAO KHANKARI PROP VIMAL DEVELOPERS DHULEHEMANTRAO BHASKARRAO				
Flat/Block No.				DHULE S NO 574/2 OUT OF PLOT NO 28 C T 5				
Premises/Building				NO 157				
Account Head Details		Amount In Rs.		Road/Street				
003004601 Stamp Duty		100.00		DHULE				
0030063301 Registration Fee		100.00		Area/Locality				
				494 SQ MTR				
				Town/City/District				
				PIN				
				4 2 4 0 0 1				
				Remarks (If Any)				
				SecondPartyName=HEMANTRAO BHASKARRAO				
				DESHMUCHI-CA-00-Marketval=00				
				Amount in				
				Two Hundred Rupees Only				
Total		200.00		Words				
Payment Details				FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN Ref. No.				
				00103332017121610570 146705088				
Cheque/DD No.				Bank Date RBE Date				
				16/12/2017-10:09:40 Not Verified with RBI				
Name of Bank				Bank-Branch				
				ICSI BANK				
Name of Branch				Scrub No. Date				
				Not Verified with Scrub				

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 धुळे चालन कोटा दुरुस्त निवाडा कर्तव्यार नोदणी कयवारा दस्तारडी लागु असे. नोदणी न कयवारा दस्तारडी सदर चालन लागु असे.

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Print Date 16-12-2017 10:09:47

DECLARATION DEED

“VASUDHA VIHAR”

DHULE

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२०१७

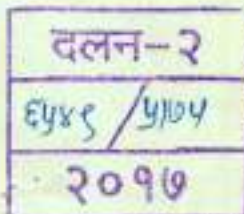


DECLARATION DEED OF
"VASUDHA VIHAR"
CONSTRUCTED UPON PLOT NO. 28
OUT OF SURVEY NO. 574/2, CTS NO. 157 SITUATED
AT DHULE, TAL. & DIST. DHULE WITHIN THE
DHULE MUNICIPAL CORPORATION LIMIT.

This Declaration is made at Dhule, on this 30th day of December 2017 by Shri. Hemantrao Bhaskarrao Deshmukh through Power of Attorney holder Shri. Rajendra Vasantrao Khankari, Prop. Vimal Developers, Dhule, residing at, 4787/15, Bhide Baug, Deopur, Dhule Tal & Dist. Dhule, herein after, for brevity's Sake, referred to as the "Grantor", who is fully empowered and qualified to execute this Deed, do hereby state as follows.

(1) This declaration of the ownership of "APARTMENT" under the Maharashtra Apartment Ownership Act, 1970, executed at Dhule, on this day of December 2017, in respect of the property, i.e. PLOT NO. 28 OUT OF SURVEY NO. 574/2, CTS NO. 157 SITUATED AT DHULE, TAL. & DIST DHULE WITHIN THE DHULE MUNICIPAL CORPORATION LIMITD owned by Shri Hemantrao Bhaskarrao Deshmukh. On the said property, construction of "VASUDHA VIHAR" is made. "VASUDHA VIHAR" consists of Ground Floor, Stilt Ground Floor, First Floor, Second Floor, Third Floor & Terrace. The total built up area is 661.08 square meters. The copy of approved building plan is annexed herewith, which shows floor wise areas. Therefore, the approved plan is the part of this document.

1. On Ground floor, there parking area.
2. On Stilt Ground floor there are 4 flats.
3. On the first floor there are 4 flats.
4. On the Second floor there are 4 flats.
5. On the Third floor there are 4 flats.



In the middle side of the building, there is a Lift & staircase starting from ground floor up to the third stilt floor and terrace. The said lift & staircase is also part and parcel of the building and will be commonly used by all the apartment owners as well as Grantors and



visitors, etc. Similarly parking area and the **bore** can be used commonly by owners/occupants of the apartment or by owner of the land/grantor. However except grantor, nobody will have any ownership right or title in or over lift, staircase, terraces, boar & parking area.

The terraces are of the ownership of Grantor and will remain of his ownership. The apartment owners will have no right of whatsoever nature upon the terraces. **On Ground Floor, there is common parking area**, as shown in approved building plan and it will be available for all the apartment owners, visitors, Grantor, etc.

And Whereas Grantor do hereby states, declares and affirms, as under:

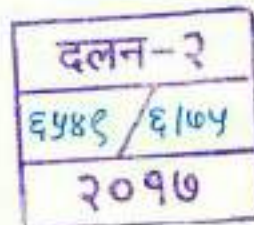
(i) The property, i.e. PLOT NO. 28 OUT OF SURVEY NO. 574/2 AREA 473.9 SQ.MTR. (CTS NO. 157 AREA AS PER CTS 494 SQ.MTR.), SITUATED AT DHULE, DHULE TAL. & DIST DHULE WITHIN THE DHULE MUNICIPAL CORPORATION LIMIT bounded as-

East	Plot No. 27
West	Plot No. 29
North	9 Meter Road
South	Colony Road

That the property, referred to above, is purchased by Mrs. Vasudha Hemantrao Deshmukh from Manohar Gangadhar Pathak vide register sale Deed Dt.15/5/2000 vide No.1635/2000 and Mrs. Vasudha Hemantrao Deshmukh died on 26/6/2013 Grantor as sole legal heir of the Owner Mr. Hemantrao Bhaskarao Deshmukh become the legal Owner of the said Plot.

Thus, the property referred to above, is owned by Grantor of the present deed.

The Grantor has constructed a building thereon, in the name and under the style as "VASUDHA VIHAR" with the permission of Municipal CORPORATION of Dhule, vide letter, dated 18/09/2017 bearing outward No.4980. The details in respect of the said building are shown in the approved building plan annexed hereto at Annexure "A". The said building is to be used for residential purpose only.



(ii) Details of each floor are as under:

(1) Ground Floor :-

Common Parking area

(2) Stilt Ground Floor :-

(A) **Flat No. 1**, admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Remaining portion of Plot No. 28.
- West - Stilt Ground Floor Flat No. 4 , Staircase & Lift.
- North - Remaining portion of Plot No. 28.
- South - Stilt Ground Floor Flat No. 2
- Above - First Floor Flat No. 5
- Below - Parking

(B) **Flat No. 2** admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Remaining portion of Plot No. 28.
- West - Stilt Ground Floor Flat No. 3 , Staircase & Lift.
- North - Stilt Ground Floor Flat No. 1
- South - Remaining portion of Plot No. 28.
- Above - First Floor Flat No. 6
- Below - Parking

(C) **Flat No. 3**, admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Stilt Ground Flat No. 2 , Staircase & Lift.
- West - Remaining portion of Plot No. 28.
- North - Stilt Ground Floor Flat No. 4
- South - Remaining portion of Plot No. 28.
- Above - First Floor Flat No. 7
- Below - Parking

(D) **Flat No. 4** admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Stilt Ground Floor Flat No. 1 , Staircase & Lift.
- West - Remaining portion of Plot No. 28.
- North - Remaining portion of Plot No. 28.
- South - Stilt Ground Floor Flat No. 3
- Above - First Floor Flat No. 8
- Below - Parking

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(2) First Floor :-

(A) **Flat No. 5**, admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Remaining portion of Plot No. 28.



- West - First Floor Flat No. 8, Staircase & Lift.
- North - Remaining portion of Plot No. 28.
- South - First Floor Flat No. 6
- Above - Second Floor Flat No. 9
- Below - Stilt Ground Floor Flat No. 1.

(B) **Flat No. 6** admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Remaining portion of Plot No. 28.
- West - First Floor Flat No. 7, Staircase & Lift.
- North - First Floor Flat No. 5,
- South - Remaining portion of Plot No. 28.
- Above - Second Floor Flat No. 10.
- Below - Stilt Ground Floor Flat No. 2.

(C) **Flat No. 7**, admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - First Floor Flat No. 6, Staircase & Lift.
- West - Remaining portion of Plot No. 28.
- North - First Floor Flat No. 8.
- South - Remaining portion of Plot No. 28.
- Above - Second Floor Flat No. 11.
- Below - Stilt Ground Floor Flat No. 3.

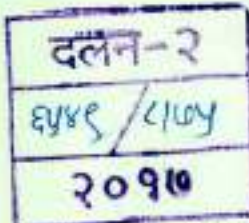
(D) **Flat No. 8** admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - First Floor Flat No. 5, Staircase & Lift.
- West - Remaining portion of Plot No. 28.
- North - Remaining portion of Plot No. 28.
- South - First Floor Flat No. 7.
- Above - Second Floor Flat No. 12.
- Below - Stilt Ground Floor Flat No. 4.

(3) **Second Floor :-**

(A) **Flat No. 9**, admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Remaining portion of Plot No. 28.
- West - Second Floor Flat No. 12, Staircase & Lift.
- North - Remaining portion of Plot No. 28.
- South - Second Floor Flat No. 10.
- Above - Third Floor Flat No. 13.
- Below - First Floor Flat No. 5.



(B) **Flat No. 10** admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Remaining portion of Plot No. 28.
- West - Second Floor Flat No. 11, Staircase & Lift.



- North - Second Floor Flat No. 9.
- South - Remaining portion of Plot No. 28.
- Above - Third Floor Flat No. 14.
- Below - First Floor Flat No. 6.

(C) **Flat No. 11**, admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Second Floor Flat No. 10, Staircase & Lift.
- West - Remaining portion of Plot No. 28.
- North - Second Floor Flat No. 12.
- South - Remaining portion of Plot No. 28.
- Above - Third Floor Flat No. 15.
- Below - First Floor Flat No. 7.

(D) **Flat No. 12** admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Second Floor Flat No. 9, Staircase & Lift.
- West - Remaining portion of Plot No. 28.
- North - Remaining portion of Plot No. 28.
- South - Second Floor Flat No. 11.
- Above - Third Floor Flat No. 16.
- Below - First Floor Flat No. 8.

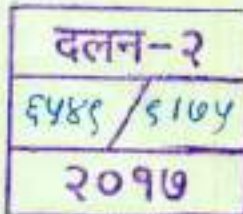
(4) **Third Floor :-**

(A) **Flat No. 13**, admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Remaining portion of Plot No. 28.
- West - Third Floor Flat No. 16, Staircase & Lift.
- North - Remaining portion of Plot No. 28.
- South - Third Floor Flat No. 14.
- Above - Terrace.
- Below - Second Floor Flat No. 9.

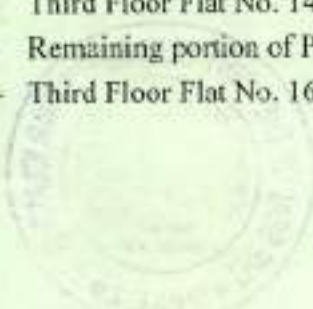
(B) **Flat No. 14** admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Remaining portion of Plot No. 28.
- West - Third Floor Flat No. 15, Staircase & Lift.
- North - Third Floor Flat No. 13.
- South - Remaining portion of Plot No. 28.
- Above - Terrace.
- Below - Second Floor Flat No. 10.



(C) **Flat No. 15**, admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Third Floor Flat No. 14, Staircase & Lift.
- West - Remaining portion of Plot No. 28.
- North - Third Floor Flat No. 16.



- South - Remaining portion of Plot No. 28.
- Above - Terrace.
- Below - Second Floor Flat No. 11.

(D) **Flat No. 16** admeasuring built-up area 47.42 Sq. Mtr. (510 Sq. Ft.),

- East - Third Floor Flat No. 13, Staircase & Lift.
- West - Remaining portion of Plot No. 28.
- North - Remaining portion of Plot No. 28.
- South - Third Floor Flat No. 15.
- Above - Terrace.
- Below - Second Floor Flat No. 12.

(5) **Terraces :-**

There is one terraces.

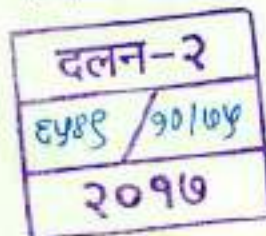
(iii) The flats mentioned above are capable of individual utilization on account of each one having an exit to the public road, either directly or through the common area and facilities of the building, so that each apartment shall become an apartment contemplated in the Maharashtra Apartment Ownership Act, 1970, consisting a heritable and transferable immovable property along with its undivided and always individual interest in the general and/or restricted common areas and facilities in the said building, so that such apartments may be sold to, and/or used by one or more owners, and each owner obtaining a particular and exclusive property right thereto.

(iv) That the above said building shall be known as "**VASUDHA VIHAR**", Dhule, and that its apartment units and general and common area and facilities shall be as per the building plan annexed hereto at Annexure "**A**".

(v) That the general and common areas and facilities of apartment are as under:

- (i) Parking area
- (ii) Staircase
- (iii) Lift
- (iv) Boring

Each apartment owner has to use the portion of the road abutting to the building for parking his or her respective vehicles. The parking space is available only for parking two wheeler, four wheeler



vehicles and bicycles. Staircase will be commonly used by visitors and apartment owners, etc.

(1) **Terraces of building:**

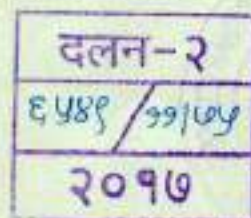
All the terraces of the building shall be of the exclusive and absolute ownership of Grantor and will automatically devolve on his heirs or to the person or persons to whom Grantor assign or transfers. The Grantor reserve his right to make any suitable construction on the terraces or to give entire or any portion of terraces to anybody on rent or otherwise as deemed fit by the Grantor. Flat owner or visitor of flat owner or any person standing in the shoe of the respective flat owner or claiming through him/her/it has no right of whatsoever nature in and over the terrace.

Every flat shall form part of the Apartment separately and distinctly and every owner of such separate flat shall be recognized as apartment owner of his/ her particular flat whatsoever it may be.

(2) The apartment owners have no right to construct any permanent structure or even temporary construction in front of their apartment for any sitting arrangement or for keeping any material, goods or for any other purposes and they have no right to park any vehicle in any other space of apartment or in front of apartment, except the parking area. They have no right to damage the elevation, drainage system of the said apartment. They have no right to fix advertisement board on any area or part of apartment without prior written permission of the Grantor. The apartment owners have no right to construct any portion or projection or any other shed i.e. temporary or permanent or in any manner in front of their respective flat. The apartment owner/ owners has/ have no right to make any alteration or raise any construction in the unit, i.e. flat whatsoever it may be without the consent of the Grantors.

(3) The apartment owners of each floor shall contribute their shares for cleaning the apartment and for their respective common areas, staircase, passages, toilet and others, and for maintenance of the building.

(4) The administration of the said condominium shall be in accordance with the provisions of this deed and the bylaws in accordance with the provisions of the Maharashtra Apartment



Ownership Act, 1970, and Maharashtra Apartment Ownership Rules, 1972.

(5) Every apartment of this condominium may be conveyed and registered as individual property capable of independent use and on account of each having its own exit to common areas and facilities of building leading to public street and each apartment owners having the exclusively and particular right, title and interest over his respective apartment and in addition to it, the specified undivided interest in the specified common areas and facilities as per their respective apartment and share space of each apartment.

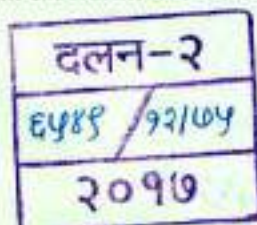
(6) The Grantor hereby state and declare that the land under the "VASUDHA VIHAR", and remaining open land of the property shall be continued in possession and occupation of the Grantor as an owner and nobody qua owner of individual apartment of this building has any right of ownership or occupation or use of any percentage therein, unless such premises is given by Grantor in writing.

(7) So long as the Grantor own one or more of the apartments of this condominium, they shall be subject to the provisions of this Act and also to bylaws and the Grantor covenant to take no action whatsoever which would adversely affect the rights of Association of Apartment Owners with respect to the assurances against the intent defect in the building or other rights, if any, assigned to the Association by reason of establishment of this condominium.

(8) The common areas and facilities shall remain to be undivided and no apartment owner shall bring any action for partition or division thereof on any ground or for any reason.

(9) Each apartment owner shall comply with the provisions of this Deed and the bylaws of the Association of the Apartment Owners and the decision and resolution of the association and failure to comply with any such provision, decision and resolution shall be a ground for civil as well as criminal and other type of action to recover all sums due and damages etc.

(10) Revocation or amendment or removal of the property from the plan shall be made after necessary authorization and shall be carried out in Declaration Deed by duly registered or corrected instrument.



(11) The apartment owner cannot exempt himself from liability towards his contribution towards the common expenses towards maintenance, taxes, bills, cess, etc., imposed by Government, Semi Government, or other institutions, etc., by waiver or user or enjoyment of any of the common areas and facilities, nor by abandonment of his apartment unit, nor by any other method or manner as long as he retains his ownership.

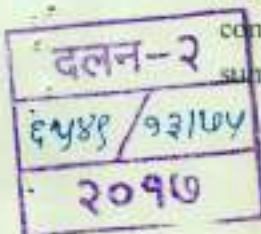
(12) All sums assessed by the Association, but remaining unpaid for the share of common expenses chargeable to the individual apartment, respectively shall constitute a charge on such apartment and that charge shall have precedent over all other charges, except those of Government, and/or Municipal Corporation for taxes including the property tax.

(13) All the apartment owners present and/or future and their tenants (present and/or future) and/or bona fide invitees, may use the common facilities of the condominium in reasonable manner and at reasonable times. But all of them shall be subject to the provisions of this deed regarding such use and their entry, possession or occupation of any part of this condominium shall signify that they have accepted the same and ratified the provisions of and the terms and conditions of this deed.

(14) No apartment owner shall transfer any apartment or his interest therein to any third person covenants with the Association to accept and abide by the terms and conditions of this Deed of Declaration and Bye-laws of the Association as amended from time to time and also unless and until the instrument of transfer also contain such acceptance, agreement and converting on the part of the intending transferor to abide by the said declaration, bye-laws, etc.

(15) The other intending transferor or transferors of any apartment shall be entitled to ask for a statement of account of the dues outstanding against any of the apartment owner from the Board of Managers of the Association on payment of such charges as may be fixed in that behalf, from time to time.

(16) The Board of Managers of the Association may, in its discretion, take out a blanket property insurance of the entire condominium against fire, riot, malicious damages, etc, for such a sum as they may deem reasonable and the expenses and premium



thereof shall be borne by each and every one of the apartment owner in proportion of his undivided share in the common areas and facilities.

(17) The Grantor are and shall not be liable to any damage caused to the building or any part of the building known as "VASUDHA VIHAR", or to any part of individual apartment, if such damage is caused due to natural calamities or due to illegal, improper or negligent act of any apartment owner/ owners and/or any person standing in the shoe or through any apartment owner/ owners and/or any other person/ persons not related with the Grantor.

(18) No amendment of this declaration shall be made except in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970, and the Maharashtra Apartment Ownership Rules, 1972, or any other law and may be amended from time to time.

IN WITNESS WHEREOF the Grantor hereto set out his hand on this Deed of Declaration on day of December 2017 at Dhule.



[Signature]

Rajendra Vasant Rao Khankari
Prop. Vimal Developers, Dhule.
Power of Attorney holder of
Shri Hemantrao Bhaskarrao Deshmukh
Grantor

In presence of witnesses



1. Sign

[Signature]



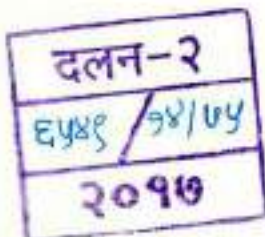
Name : Dilip P Pakhale
R/o : 27 Muktai Nagar, Deopur, Dhule.



2. Sign

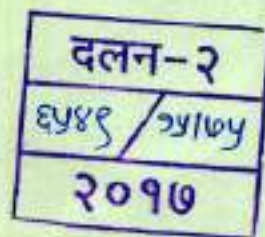
[Signature]

Name : Saurabh R Khankari
R/o : 4787/15, Bhide Baug, Deopur, Dhule.



BYLAWS

“VASUDHA VIHAR”



दलन-२
६५४९/७६/४०५
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"VASUDHA VIHAR"

CHAPTER I

1. Short title and application:

i) These Bylaws may be called the Bylaws of the "VASUDHA VIHAR" Condominium.

ii) The provisions of these bylaws apply to the "VASUDHA VIHAR" Condominium.

iii) All present or future owners, tenants, whoever that might use the facilities of the building in any manner are subject to the regulations set forth in these bylaws.

iv) Mere acquisition or rental or taking on license any of the apartments (herein after referred to as "unit") of the building or the act of occupancy of any of the said units will signify that these by-laws are accepted, ratified and will be complied with by the occupants, his employees, invitees and relatives, if any.

2. Definitions:

(i) In these bylaws, unless the context requires otherwise:

(a) "Act" means the Maharashtra Apartment Ownership Act, 1970;

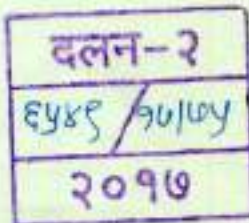
(b) "Association" means the Association of all the apartment owners constituted by such owners for the purpose of management of the "VASUDHA VIHAR" Condominium.

(c) "Board" means a Board of Managers consisting of one person from owners of units on any floor in "VASUDHA VIHAR" Condominium.

(d) "Building" means the building located at PLOT NO. 5 OUT OF SURVEY NO. 44/4, CTS NO. 1762, SITUATED AT DEOPUR, DHULE TAL. DHULE, DIST- DHULE WITHIN THE DHULE MUNICIPAL CORPORATION LIMIT, known as "VASUDHA VIHAR" 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 of the said Act.

(f) "Majority of owners" means those owners holding 51 percent of the votes in accordance with the percentage assigned in the declaration;



- (g) "Owner" or "Apartment Owner" means the person owing flat or any portion thereof, of an apartment in the "VASUDHA VIHAR" Condominium.
- (h) "Section" means a section of the said Act;
- (i) "Unit" means apartment in "VASUDHA VIHAR" Condominium.
- (j) "Registrar" means the Registrar of Co-operative Societies.
- (k) "Apartment" means every Flat of Apartment "VASUDHA VIHAR".
- (l) "Grantor/Landlord" means, the owner of the property, i.e. PLOT NO. 28 OUT OF SURVEY NO. 574/2, CTS NO. 157 SITUATED AT DHULE, DHULE, TAL. DHULE, DIST- DHULE WITHIN THE DHULE MUNICIPAL CORPORATION LIMIT.

(ii) The words and expressions used in these bylaws, but not defined therein, shall have the meaning respectively assigned to them in the Act.

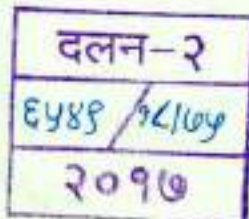
3. **Apartment Ownership:**

The building located in at i.e. PLOT NO. 28 OUT OF SURVEY NO. 574/2, CTS NO. 157, SITUATED AT DHULE, DHULE, TAL. DHULE, DIST- DHULE WITHIN THE DHULE MUNICIPAL CORPORATION LIMIT bounded as -

Known as "VASUDHA VIHAR" Condominium is subjected to the provisions of the Act. The actual plot owner, i.e. landlord, is & would be owner of the property, Apartment owners are only the owners of their respective Unit. Without prior permission of actual owner none of the Apartment owner, occupant of Apartment has right to change construction or name of the Apartment and any breach of these conditions if made by anybody, then he/she/it will be liable to face the civil and criminal action as well as compensate landlord for damages. The word "landlord" does not mean and include "apartment owner". However, the landlord may be the "apartment owner".

4) **Object of Association:**

- (1) The object of the Association shall be:
- (a) To be and to act as the Association of Apartment Owners of the building called "VASUDHA VIHAR" Condominium, (herein after called "the said building") who has filed their



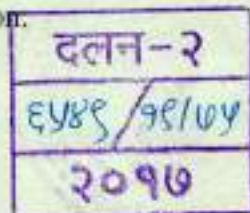
respective Declarations submitting their apartments to the provisions of the Act.

- (b) To sell, let out, lease or transfer in any way apartment/unit, or part thereof.
- (c) To invest or deposit money;
- (d) To provide for the maintenance, repairs and replacement of the common area and facilities by contribution from the apartment owners.
- (e) To provide for and do all the matters provided in sub-section (2) of section 16 of the Act;
- (f) To advance the apartment owner/s short term loan in case of any emergent necessity and to provide for the repayment thereof in lump sum or in installments;
- (g) On commercial basis to establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and recreating 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 provident fund and gratuity fund, if necessary, for the benefit of the employee of the Association;
- (i) To do all things necessary or/and otherwise provide for the welfare of landlord, owner of apartment and for the attainment of the objects specified in these bylaws.

(2) The Association shall not act beyond the scope of its objects without duly amending the provisions of these bylaws for the purpose.

5. Members of Association:

(1) All persons who have purchased apartment in the "VASUDHA VIHAR" Condominium and execute respective Declaration under section 5 submitting their apartment to provisions of the Act shall automatically be the member of the Association, and shall pay the sum of **Two hundred fifty rupees as entrance fee** and may purchase at least one share of the face value of **Rs. 250/- each**. Each apartment owner shall receive a copy of the bylaws on payment of **hundred rupees** separately. Nobody shall be entitled to hold and occupy any unit unless and until he becomes the member of the Association.



(2) Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift or under his will or otherwise, the purchaser or donee or beneficiary of such apartment shall liable to pay fresh entrance fee and share transfer fee. The shares held by the predecessor in title of the unit under transfer shall be transferred to the name of such purchaser or donee or beneficiary thereupon.

(3) On the death of an apartment owner, his/her apartment shall upon payment of entrance fee be transferred to the person or persons to whom he/she bequeaths the same by his will, or to the legal representatives of his/her estate. In case he has not made any specific bequest of the apartment, the name of the legatee or the names of the legal representatives jointly shall be entered in the register of apartment owners maintained by the secretary for the purpose of administration of as "VASUDH VIHAR" 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.

6) **Joint Apartment Owners:**

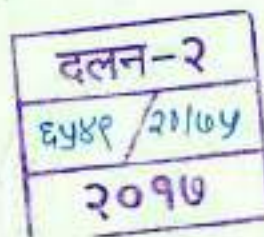
Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association shall be issued in their joint names, but the person whose name stand first in the share certificate shall alone have the right to vote.

7) **Holding of one share compulsorily:**

Every apartment owner must hold at least one share of the Association (joint apartment owners holding the share jointly).

8) **Disqualification:**

No apartment owner shall be entitled to vote on the question of election of the members of the Board or President, Secretary, Treasurer or any other office-bearer or he shall not be entitled to stand for election to such office, if he is in arrears of any such due from him in respect of his contributions for common expenses, for more than sixty days prior to the date of election to the Board would take place.



CHAPTER II
VOTING, QUORUM AND PROXIES

9) **Voting:**

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

10) **Quorum:**

Except as otherwise provided in these bylaws, the presence in persons of a majority of owners shall constitute a Quorum.

11) **Votes to be cast in person:-**

Votes shall be cast in person.

CHAPTER-III
ADMINISTRATION

12) **Powers and duties of Association:-**

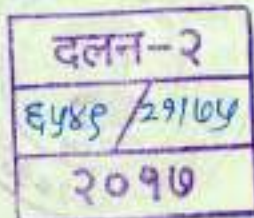
The Association will have the responsibility of administering the "VASUDHA VIHAR" Condominium approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the Condominium in an efficient manner. Except as otherwise provided resolutions of the Association shall require approval by a majority of owners, casting votes in persons.

13) **Place of meetings:**

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

14) **Annual meetings:**

The first annual meeting of the Association shall be held on or before 15.12.2020. Thereafter, the annual meetings of the Association shall be held on each succeeding year. At such meetings there shall be elected by a ballot of the apartment owners a Board in accordance with the requirements of bylaw 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 or upon a petition signed by a majority of the owners and having been presented to the Secretary of the Association 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 notice of any special meeting shall state the time and place of such meeting.

16) Notice of meetings:

It shall be the duty of the Secretary to mail or send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each apartment owner, at least but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in these bylaws should be considered as notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be, to the Registrar. For all purposes, the proof of sending of notice/ notices or mail on correct address shall be presumed as a proof of service or acknowledgment of notice.

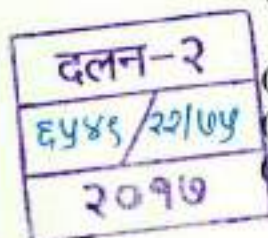
17) Adjourned meetings:

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 meetings of the owners of units shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officer.
- (e) Report of the Housing Commissioner or the Registrar or of the officer duly authorized by them, if present.
- (f) Report of committees,
- (g) Election of Board
- (h) Unfinished business, if any.



- (i) New business.

CHAPTER-IV
BOARD OF MANAGERS

19) Management of Association:

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

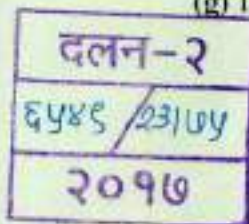
20) Powers and Duties of Board:

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 bylaws directed to be exercised and done by the owners.

21) Other Duties:

In addition to duties imposed by these bylaws 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 "VASUDHA VIHAR" Condominium and the common areas and facilities.
- (b) Collections of monthly assessment form the owners.
- (c) Designation, employment, remuneration and employment and dismissal of the personnel necessary for the maintenance and operation of the "VASUDHA VIHAR" 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 the all sums due to the Association;
- (f) To sanction working expenses promptly and to sign daily by one of the members of the Board authorized in this behalf.
- (g) To hear and deal with complaint.



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 including but not limited to the duties listed in bylaws 21.

23) Election and term of office:

At the first annual meeting of the Association, the term of office of manger/managers shall be fixed for three years. 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:

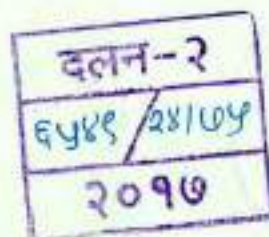
Vacancies in the Board caused by any reason other than the removal of a Manger by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be a Manager until a successor is elected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

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 may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26) Managing Committee 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 Manager/Managers at the meeting at which such Manager/Managers were elected and no notice shall be necessary to the newly elected Manager/Managers in order to legally constitute such meeting, 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 Manager, but at least two such meeting 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 Manger, given personally or by mail or telegraph, which notice shall state the time, place (as herein above provided) or Secretary in like manner and on like notice in the written request of at least three managers.

29) Waiver of notice: -

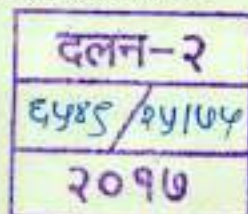
Before or at any meeting of the Board any Manager, may in writing, waives notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

30) Quorum:

All meetings of the Board, one third of the total strength of Managers shall constitute a quorum for the transaction of business, and the acts of the Managers present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, thereby less than a quorum present, the majority of those present may adjourn the meeting from time to time. 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.



CHAPTER V

OFFICERS

32) Designation:

The principal officers of the Association Secretary and a Treasurer, all of whom shall be elected by and from the Board. The Board may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary.

33) Election of officers: -

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

34) Removal of officers: -

Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause, and his successor elected at any special meeting of the Board called for such purpose.

35) President:

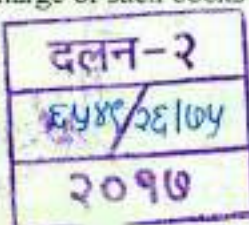
The President shall be the Chief Executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to the power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

36) Vice President:

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

37) Secretary:

The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association, he shall be in charge of such books and papers as the Board may direct; and he



shall, in general, perform the entire duties incidental to the office of Secretary.

38) Treasurer:

The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in book belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

CHAPTER VI

OBLIGATION OF THE APARTMENT OWNERS

39) Assessments:

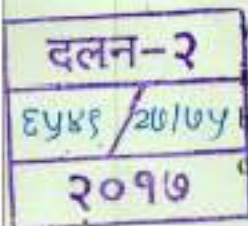
All owners are obliged to pay monthly assessments of Rs. 500/- or more imposed by the Association to meet all expenses relating to the "VASUDHA VIHAR" Condominium, which may include an Insurance premium for a policy to cover repair and reconstruction work in case of hurricane fire, earthquake or other hazard of calamity. If required insurance premium will be separately charged. The assessments shall be made pro-rata 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 if omitted would affect the "VASUDHA VIHAR" Condominium in entirety or an 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 are and shall be at the expense of the apartment owner concerned.

(3) An owner shall reimburse the Association any expenditure incurred in repairing or replacing any common area and facility damaged through his fault.



41) Use of family units - internal changes:

(1) 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 modification, alteration or installation.

42) Use of common areas and facilities:

An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of "VASUDHA VIHAR" Condominium and facilities of a similar nature both common and restricted any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

43) Right of entry:

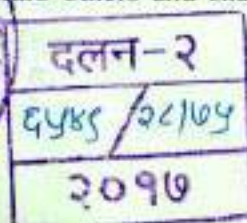
(1) An owner shall grant the right of entry to the Manager/Grantor or to any other person authorized by the Board or the Association or Grantor in case of any emergency originating in or threatening his unit whether owner is present at the time or not.

(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 structural, mechanical or electrical services provided, provided that written request for entry is 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 and without any request.

44) Rule of conduct:

(1) No resident of the "VASUDHA VIHAR" Condominium shall post any advertisement, or posters of any kind in or on the building, except as authorized by the landlords and if landlords sold all their rights in the property, then permission of association is required.

(2) Residents/Occupants/Owners of apartment/Unit shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, amplifiers or other instrument or thing that may disturb others and shall not cause any nuisance to others.



Residents/Occupants/Owners of apartment/Unit keeping domestic animals shall abide by the municipal sanitary bylaws or regulations.

(3) It is prohibited to hung garments, rugs, etc., from the windows, balconies, or from any of the facades of the "VASUDHA VIHAR" Condominium.

(4) It is prohibited to dust, rugs, etc. from the windows, or to clean rugs, etc., by beating on 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 dustbin.

(6) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennas, machines or air conditioning units, etc., on the exterior of the "VASUDHA VIHAR" Apartment Condominium or that protrude through the walls or the roof of that Condominium except as authorized by the Association.

(7) Apartment owner or anybody else (except the grantor or the person authorized by the grantor), shall not use the property or apartment or any part thereof for any commercial or industrial purpose.

(8) Apartment owner or anybody acting for & on behalf of apartment owner could not use to property or apartment or any part thereof for,

- (i) any illegal, immoral activity.
- (ii) Storing or keeping explosives or other such type of articles/goods
- (iii) Storing or keeping alcohol, drugs, prohibited items/articles etc.
- (iv) gambling or
- (v) any other purpose which is unlawful or illegal or immoral or incorrect or which is amounting to nuisance or causing damage to the property or apartment or the goodwill of grantor,

