

22. 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 mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

23. That insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly assessments 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 insurance premium as such premium become due.

24. From the Terrace Floor to open to sky shall be used by Grantor /owner for them self and no one shall have the right of title from terrace floor to open to sky. Grantor/owner/s of the said apartment only use the said terrace. That the Grantor/owner has right to utilize and install Mobile Tower of any company on the terrace of the said apartment/building. No member, flat owner & any third person has no right to obstruct to the Grantor/s in respect of the mobile tower.

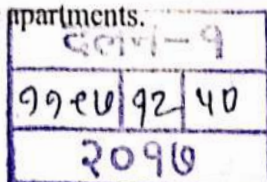
All the rights and ownership of the terrace are reserved for Grantor/owner he will be constructed on the terrace without consent and permission of the Flat owner and the other grantors.

25. It is specifically agreed by and between the grantor/s that the Grantor/owner shall be entitled to have the said area corrected on the revenue records and more particularly on city survey extract and is solely entitled to the additional benefits if any including additional FSI or permission to additionally construct using the said added area or otherwise any other benefits/s that may be sanctioned or permitted by the concerned authorities as per law or as result of correction of the said area.

Grantor/owner have right to claim, utilize and consume the full / additional FSI/FAR of TDR potential available granted and permitted under the law.

26. Grantor/owner shall be entitled to utilize all the FSI availably of the said property and also to load any TDR [Transfer of Development Rights] of DRC of any other land on the said property, which may be permissible to utilized on the said property so as to the develop the said property. Other grantors and flat owners/ shop owners shall not object or raise any dispute for the Grantor/Owner utilizing any other TDR/DRC [including TDR/DRC pertaining to slum] as permissible by law on the said property and loading the same thereon. The other grantors and flat owners/shop owners shall not to claim any further amount of benefit for the Grantor loading any TDR/DRC in and upon the said property.

27. The unit holder of this apartment have benefit of land inside of their unit only. No encroachment in the building will be governed by unit holders unit holders of the apartments.



28. The apartment owners of the said building have a liberty to take electric connection on their own cost for their apartment and the electricity charges are to be borne by them.

29. Any apartment holder has right to take a separate tap connection from municipal council and in that event, he will to bear all the expenses for the said connection and further water charges regularly.

30. The administration of the said condominium shall be in accordance with the provisions of this deed and the moderate byelaws of the law. Which are prepared but not attached along with this deed. The byelaws will governed which are settled adn moderate bylaws accordance with the provisions of the Maharashtra Apartment Ownership Rules, 1972.

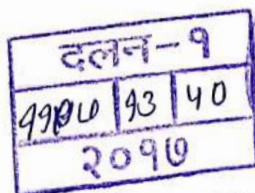
31. Every apartment of this condominium may be conveyed and registered as individual property capable of independent use and on account of each having its own exit to common area and facilities of building landing to public street and each apartment owners having the exclusive and particular rights, title and over his respective aptments and in addition to the specified undivided interest is the general common areas and facilities and also the specific undivided interest in the restricted common areas and facilities as per their respective apratment and share space of each apartment.

32. So long as the Grantors own one or more of the apartment of the condominium, they shall be subject of the provisions of this act and also to those of byelaws and the Grantor convenient to take no action whatsoever which would adversely affect the rights of association of apartment owenrs with respect to the assurance against the intent defect in the building of other rights if any, assigned to the Association by leason of the establishment of this Condominium.

33. The General and / or restricted common areas and facilities shall remain to be undivided and owners of any reason on any ground can not seek for partition of division thereof.

34. The aforesaid percentage of the considered interest in the general or restricted common areas and facilities shall not be changed except with the unanimous consent of all the apartment owners expressed in the amendment of this Deed duly executed and also duly registered.

35. The description of the property described therein to the plan of apartment ownership shall not be revoked, the property mentioned herein shall not be removed from time to time unless and untill all the apartment owners and mortgages of the apartement if any unanimously agree to such revocation removal or amendment duly executed and registered instrument in that behalf.



36. Each apartment owner shall comply with the provisions of this Deed and the bye laws of the Association of the Apartment Owner and the decisions and resolutions of the Association of Apartment owners and failure to comply with any such provisions, decisions of resolutions shall be a ground for an action to recover all sums dues for damages etc. and also an action for injunction relief, prohibitory and/ or mandatory as well.

37. The description of the property described herein to the plan of apartment ownership shall not be revoked from this plan of apartment ownership as lawfully amended from time to time unless and until all the apartment owners and mortgages of the apartment if any unanimously agree to such revocation removal or amendment duly executed and registered instrument in that behalf.

38. The apartment owner can not exempt himself from liability towards his contribution toward the common expenses by waiver or user or enjoyment of any of the general or restricted common area and facilities nor by abandonment of his apartment unit nor by any other methods of manner so long as he restrains his ownerships.

39. 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 precedents over all other charges except those of Government and or municipal council / corporation for any taxes including property taxes.

40. If this condominium is destroyed or substantially damaged, its repairs of reconstruction, or disposal shall be as provided in the Maharashtra Apartment Ownership Act, 1970 and shall be done by the dignitaries thereto / Association of the Apartment Owners by unanimous fund 2/3rd of simple majority, with the consent of person occupying largest area in the apartment. Every sale of mortgage etc. or any apartment shall be subject to the aforesaid first charge regarding dues of the Association of Apartment Owners, by the transference shall not be personally liable for the prior dues towards the transfer in his favor.

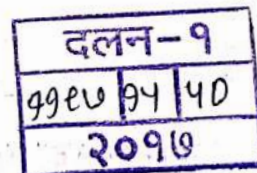
No amendment of this declaration shall be made except in accordance with the provisions of the Maharashtra Ownership Rule, 1972 and may be amended from time to time.

IN WITNESS WHEREOF the Declarant have hereto set her hands this  
27th day of March 2017

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| दलन-९ |    |    |
| ११६७  | १४ | ५० |
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**BY LAWS**  
**"HIRADEEP APPARTMENT"**



|       |    |    |
|-------|----|----|
| दलन-१ |    |    |
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# "PADMASHREE RESIDENCY-II"

## CHAPTER I

### 1. Short title and application:

i) These Bylaws may be called by Bylaws of the "HIRADEEP APPARTMENT" Condominium.

ii) The provisions of these bylaws apply to the "HIRADEEP APPARTMENT" 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 of 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 "HIRADEEP APPARTMENT" Condominium.

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

(d) "Building" means the building located at PLOT NO. 12 OUT OF SURVEY NO. 8&14/2 SITUATED AT DEOPUR TAL. DHULE DIST. DHULE WITHIN THE DHULE MUNICIPAL COUNCIL LIMIT, known as "HIRADEEP APPARTMENT" Condominium and includes the land forming part thereof;

(e) "Declaration" means the Declaration, which the landlord or 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.

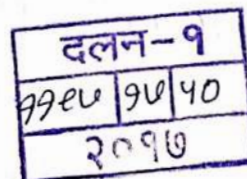
(f) "Majority of owners" means those owners holding 51 per cent of the votes in accordance with the percentage assigned in the declaration;

(g) "Owner" or "apartment owner" means the person owing flat or any portion thereof, of an apartment in the "HIRADEEP APPARTMENT" Condominium.

(h) "Section" means a section of the said Act;

(i) "Unit" means apartment in "HIRADEEP APPARTMENT" Condominium.

(j) "Registrar" means the Registrar of Cooperative Societies.



- (k) Apartment means every flat of Apartment "HIRADEEP APPARTMENT".  
(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 POLT NO. 12 OUT OF SURVEY NO.8 & 14/2 SITUATED AT DEOPUR TAL.DHULE DIST.DHULE WITHIN THE DHULE MUNICIPAL COUNCIL LIMIT, known as "HIRADEEP APPARTMENT" 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 "HIRADEEP APPARTMENT" Condominium, (herein after called "the said building") who has filed their respective Declaration submitting their apartment 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.

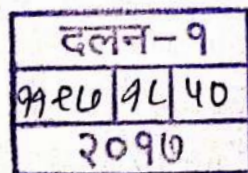
(e) To provide for and do all the matters provided in sub-section(2) of section 16 of the Act;

(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 "HIRADEEP APPARTMENT" Condominium and execute respective Declaration under section 5 submitting their apartment to provision 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 on share of the face value Rs.251/- 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 "HIRADEEP APPARTMENT" 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:**

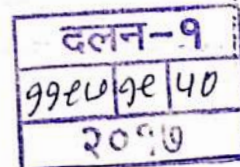
Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association shall be issued in their joint names, but the person whose name stand first in the share certificate shall alone have the right to vote.

**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 Persident, 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 "HIRADEEP APPARTMENT" 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.

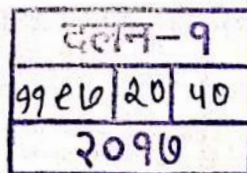
**14) Annual meetings:**

The first annual meeting of the Association shall be held on or before 31 March. 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 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 purpose, 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:**

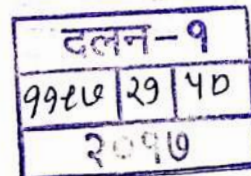
The affairs of the Association shall be governed by a Board.

**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 "HIRADEEP APPARTMENT" Condominium and the common areas and facilities.
- (b) Collection of monthly assessment from the owners.
- (c) Designation, employment, remuneration and employment and dismissal of the personnel necessary for the maintenance and operation of the "HIRADEEP APPARTMENT" 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 the complaint.

**22) Manager:**

The Board may employ for the Association a manager at a compenstion determined by the Board to perform such duties and services as the Board shall authorize including but not limited to the duties listed in buylaws 21.

**23) Election and term of office:**

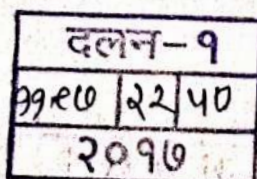
At the first annual meeting of the Association, the term of office of manager/managers shall be fixed for three years. At the expiration of the initial term of office of each respective manager, his successor shall be elected to serve a term of three years. The manager shall hold office until their successors 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 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.

**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 Manager, 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:**

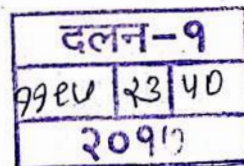
The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.



**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 have 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**

