356/2288
Friday,August 12 ,2022
12:29 PM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 2845 दिनांक: 12/08/2022

गावाचे नाव: पिंप्राळा
दस्तऐवजाचा अनुक्रमांक: जलन3-2288-2022
दस्तऐवजाचा प्रकार : डिक्लरेशन
सादर करणाऱ्याचे नाव: मे.बळगांव प्रोजेक्टस् प्रा.लि.कंपनी तर्फे धि.रुपेश रमेशचंद मुनोत

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 1000.00
पृष्ठांची संख्या: 50	
एकूण:	रु. 1100.00

Joint Sub Registrar Class-2 Jalgaon 3

बाजार मुल्य: रु.1 /-
मोबदला रु.1/-
भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1208202205285 दिनांक: 12/08/2022
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006320678202223E दिनांक: 12/08/2022
बँकेचे नाव व पत्ता:

8/12/2022

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CHALLAN
MTR Form Number-6

GRN	MH006320676202223E	BARCODE		Date	11/08/2022-16:21:38	Form ID	25.2

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name	JLG3_JALGAON 3 JOINT SUB REGISTRAR	**Full Name**	JALGAON PROJECTS PVT LTD THROUGH RUPESH RAMESH MUNOT
Location	JALGAON		
Year	2022-2023 One Time	**Flat/Block No. Premises/Building**	AS PER DOCUMENT
Account Head Details	**Amount In Rs.**	**Road/Street**	AS PER DOCUMENT
0030046401 Stamp Duty	100.00	**Area/Locality**	AS PER DOCUMENT
0030063301 Registration Fee	100.00	**Town/City/District**	
		PIN	4 2 5 0 0 1
		Remarks (If Any)	SecondPartyName=AS PER DOCUMENT~
Total	200.00	**Amount In Words**	Two Hundred Rupees Only

DEFACED ₹ 200.00 DEFACED

Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	6910333202208111334 7	7150283 23
Cheque/DD No.		Bank Date	RBI Date	11/08/2022-16:22:46	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 0000000000

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(S)-356-2288	0003174322202223	12/08/2022-12:28:59	IGR350	100.00
2	(S)-356-2288	0003174322202223	12/08/2022-12:28:59	IGR350	100.00
			Total Defacement Amount		**200.00**

Print Date 12-08-2022 12:29:54

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DEED OF DECLARATION

UNDER

MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970

THIS DEED OF DECLARATION is made at Jalgaon in respect of a building called as **"OMKARA RESIDENCY"** situated at Gat No. 28. Plot No. 2 Pimprala, Jalgaon, Tal. and Dist. Jalgaon. On this **12th day of August 2022.**

Jalgaon Projects Pvt. Ltd. CIN U45500MH2019PTC330239 Pan No. AAECJ 6409 R, having its registered office at OMKARA TOWERS, 5th floor CSN. 7333, Plot no.6 Ajay Colony, Shikshakwadi, Ringroad, Jalgaon, Through Its Director MR. Rupesh Ramesh Munot, Age 44 years, Occupation: Business, Resident of Ganesh Wadi, Jalgaon Aadhar No. 2918 0613 3529 hereinafter referred to as **'THE GRANTORS/ THE PROMOTER'** (which expression unless it be repugnant, to the context and meaning thereof be deemed to mean and include their partners, executors, administrators and assigns). And who are fully empowered and qualified to execute this Deed of Declaration do hereby states:

NOW THIS DEED OF DECLARATION WITNESSESTH AS HEREUNDER:-

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FIRST :

That the Grantors owns, possesses & developed a free hold piece and parcel of land situated at Gat no. 28, plot no.2, in Pimprala Shivar, within the Jalgaon Municipal Corporation Limits, Tal. & Dist. Jalgaon, total area of the plot as per 7/12 extract is of 364.25 sq.mt. which is bounded as :-

On or towards East:- 9.00 Mtrs Wide Road,

On or towards West :- Plot No. 1,

On or towards North :- Plot No. 3,

On or towards South :- 15.00 Mtrs Wide Road,

Which is hereinafter referred to as **'THE SAID LAND'**

SECOND :

That the grantor developer has commenced and completed construction of Basement, Ground Floor (Commercial) and First Floor to Sixth Floor as Residential on the parcel of land described above and a building scheme known as **OMKARA RESIDENCY** according to the plans attached hereto as EXHIBIT **"A"** which were approved by the Jalgaon Municipal Corporation, Jalgaon and are made part thereof For this sanction of building permit & commencement certificate No. TP / BP / 094 dated 28/06/2021 & renewed building permit commencement certificate No. TP / BP / 1764 Amount dated 16/06/2022 has been issued by local authority Jalgaon Municipal Corporation, Jalgaon.



The postal address of the building is:

OMKARA RESIDENCY

Gat no. 28, Plot No. 2, Near SMIT College,

Muktainagar, Pimprala, - 425001

Taluka & District Jalgaon

THIRD :

That the said building consists of 18 Units (5 shops & 2 Offices on Ground Floor & Two Residential Units on Each Floor from First to Fifth Floor & One Residential Unit on Sixth Floor) Out of 18 Units, 7 Units will be commercial & 11 units will be residential They are capable of

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individual utilization, on account of having their own exits. The units would be sold to one or more owners, each owner obtaining a particular & exclusive property rights thereto and each unit constituting a heritable and transferable immoveable property within the meaning of any law for the time being in force in the State hereinafter referred to as **'the family units'** and **'the Commercial units'** and also undivided share of interest in the General and/or restricted common areas and facilities of the building as listed herein under in this deed necessary for their adequate use and enjoyment and hereinafter referred to as **'General and/or restricted common areas and facilities'** all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970 and rules made there under, 1972.

That the grantor has entrusted the Architectural work, Engineering work & Structural works of the buildings to **Er. Anand A. Mukund** who has drawn the necessary plans and also guide at various stages about Architectural work, Engineering work & Structural works of **"OMKARA RESIDENCY"** and the necessary plans at various stages submitted to the Jalgaon Municipal Council & Jalgaon Municipal Corporation, the local authorities, for the approval. Plan was proposed to the competent authority for which the commencement certificate was approved and sanctioned by Commissioner, Jalgaon City Municipal Corporation, Jalgaon by his office letter no. TP / BP / 094, dated 28/06/2021 & renewed building permit commencement certificate No. TP / BP / 1761 dated 16/06/2022.

Renewal

FORTH:

THAT the aforesaid multi-storied Apartment system buildings consisting commercial and residential units consisting of Basement, Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor and Sixth Floor. The multi-storied building consisting of 5 Shops, 2 offices and 11 Flats is presently having total **built up area 1259.04 sq. mtrs.**

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FIFTH:

(1) THAT this condominium shall be known as **"OMKARA RESIDENCY"** Condominium and the commercial and family units & common areas; restricted common area and facilities of the building are as follows:

Floor	Office/ Flat No.	Carpet Area (Sq.M.)	Built-up Area (Sq.M.)	Voting percent	Land share
Ground	Shop No. 01	17.42	18.86	1.67	6.05
Ground	Shop No. 02	16.64	17.85	1.57	5.72
Ground	Shop No. 03	11.08	12.36	1.09	3.96
Ground	Shop No. 04	16.64	17.71	1.56	5.675
Ground	Shop No. 05	17.42	18.86	1.67	6.05
Ground	Office. 01	23.80	26.07	2.29	8.35
Ground	Office. 02	23.80	26.07	2.29	8.35
First	Flat-101	67.18	84.17	7.40	26.96
First	Flat-102	68.64	85.43	7.51	27.36
Second	Flat-201	67.18	84.17	7.40	26.96
Second	Flat-202	68.64	85.43	7.51	27.36
Third	Flat-301	67.18	84.17	7.40	26.96
Third	Flat-302	68.64	85.43	7.51	27.36
Fourth	Flat-401	67.18	84.17	7.40	26.96
Fourth	Flat-402	68.64	85.43	7.51	27.36
Five	Flat-501	67.18	84.17	7.40	26.96
Five	Flat-502	68.64	85.43	7.51	27.36
Sixth	Flat-601	112.28	151.40	13.31	48.495
Common Staircase & Lobby Area		-	121.86	-	-
	Total	918.18	1259.04	100.00	364.25

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Now the promoter has pertinently brought to the notice of all the Allottee/prior to the execution of this deed and/or any future the Allottee/s through this Deed of Declaration and/or registered agreement to sale and/or NOC given by the Allottee to the Promoter and the Allottee have amply understood as floors of any/all the buildings in the said project as he states fit to be finally produced as per the prevailing market conditions in such a way that such change may alter/diminish area/size of any of above mentioned apartment allotted to Allottee, during the final completion of the project and the promotor reserved its right to do the same.

(2) COMMON AREAS & FACILITIES for all: -

A. Piece & parcel of land described in the First paragraph of this Deed viz. of land **Gat No. 28, Plot No. 2** total land under development is **364.25 sq. mtrs.** Situated at, Pimprala, Jalgaon, Tal. & Dist. Jalgaon

B. Parking area as shown in the plan will be common for all flat owner/commercial unit owner. However, the promoter reserved its right to use and develop the said area as per the available FSI, TDR from time to time by the change of the DC Rules or any legislation and the use of the same by all flat owner/commercial unit owner is subject to the rights of the Promotors.

C. Adjoining open spaces of the building are common for all unit holders of above buildings situated on the said land.

D. All roads, passages, entry area, exit area and other open area between buildings or common for all above buildings. Parking in their area shall be allowable in such away so as to not hinder free movement of vehicles. It will be marked if any by the promoter.

E. There is one Septic Tank, one overhead water storage tank for all unit owners and there will be common usage of the same for every unite holder of the building.

F. Provision of one Lift along with one Lift room, with inverter Battary Back- Up in the said building will be common for all Unit owners

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G. Drainage pipelines, AC water drainage pipelines & waste water pipelines connection throughout the building in common areas will be common for all.

H. One borewells with electric motor and one electrical meter for common area will be common for all owners.

I. One common entrance passage with Entrance Gate will be common for all Owner.

J. One staircase which leads from Ground Floor to terrace will be common for all Owner. However, ownership of Terrace with all rights will remains with **Grantor** and, the **Grantor** reserved its right to use and develop the said area as per the available FSI, TDR from time to time by the change of the DC Rules or any legislation and the use of the same by all flat owner/commercial unit owner is subject to the rights of the Grantors.

K. Electric fitting, plumbing network in Common Areas will be Common for all Owners.

M. Office owners as well as family unit owner have right to enter inside all the part of project and they can enjoy common amenities. Unite owner can erect dish antenna, display board etc at suitable location suitable to society & unite owner with mutual consent and subject to the resolution passed by the association.

N. Meter Room, Compound Wall with Gate, All Lobbies of respective floors, Trees & Plantation in common areas if any, Open ducts in the building will be commo for all.

O. Specied Space for Fixing Building Name **"OMKARA RESIDENCY"** & Specied Space to Unit Owners for affixing their Name Plate at Ground floor & Outide Portion.

P. The foundations, main walls, columns, beams, girders and roof total project as described in plan will be common for all.

Q. Security / Watchman (to be appointed by unit owners at their own cost)

All unit holders in the said project known as **"OMKARA RESIDENCY"**shall not change the plan prepared and sanctioned by the corporation Even though in case any flat/unite purchaser seeks to make

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any changes which may affect structural elements of the building in that case he/she must obtained a NOC certificate and in case of any structural damage caused due to the flat/unite owners alteration and or addition, it will be the sole responsibility of the flat/unite purchasers, who have made such changes without permission and he/she will have to face to consequences likewise as directed by the competent authority.

The expenses of maintenance of above mentioned common areas and facilities of the building scheme will be borne by all Units purchasers. These common areas and facilities are exclusively for unit purchasers.

The Units will be sold with all its rights of occupation. That the said condominium now consisting of floors such as First, Second, Third, Fourth, Fifth & Sixth Floor respectively.

(3) RESTRICTED AREAS & FACILITIES:

1. The Ownership of Terrace of the Building **"OMKARA RESIDENCY"** is exclusively with the Grantor Only.
   Grantor will have all and every right to purchase TDR/FSI/Premium/or any form of additional benefit available at present and in future & to construct the additional floors/Construction on said building **"OMKARA RESIDENCY"** as per the legal provisions prevailing today and also in future. Grantor will have all rights to construct and the sell proposed Units. In Such Case All the Unit Owners Of **"OMKARA RESIDENCY"** are bind to sign necessary documents to execute papers. Units Owners in the Building will not have any right to take Objection or make obstructions the grantor.
2. Unit Owners will not have any right to Change Front Elevation of Building & even the front elevation portion of their floor of Building in any case. Even Unit owners will not be Allowed to place Board/Name plates or any type of hoarding/ Display on Front Elevation.
3. Parking will be common for all units Holders. Society will do the Specific marking for allotment of parking to Unit owners. All unit

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holders are bind to have specific marking of Parking. Parking Plan is made part of this Deed. Parking which have not marked specifically can be used by all until Grantor allots it to anyone.

SIXTH:

THAT right, title and interest of each owner of a family unit and commercial unit in the common areas and facilities and their proportionate share in the profits and common expenses in the said General common areas and facilities as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of **"OMKARA RESIDENCY"** Condominium is based on area of family unit and commercial unit to the total area of all family units and commercial unit in the said building.

- As described in the Paragraph Fifth of this Deed –

SEVENTH:

THAT the administration of **"OMKARA RESIDENCY"** Condominium consisting of aforesaid building and parcel of the land described in the paragraphs first & fifth of this Deed shall be in accordance with provisions of this Deed and with the provisions of bye-laws which are made a part of this Deed and are attached herewith.

EIGHTH:

THAT as appears above the Apartment Ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 so that the family units comprised in the said building called as **"OMKARA RESIDENCY"** may be conveyed and registered as individual properties capable of individual unit of independent use on account of each having its own exit to a common area and facility of the building, each family unit owner having an exclusive and particular right, title & interest over his respective family

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unit and in addition the specified undivided interest in the common areas & facilities.

NINETH:

THAT for the purpose of stamp duty and registration fees to be imposed on the registration of this Deed in the Register of Declaration and Deeds of Apartment under section 13(5) the value of the **"OMKARA RESIDENCY"** Condominium is valued at as per Government Valuation.

TENTH:

THAT so long as the Grantor owns one or more of the family units and commercial unit the Grantor shall be subject to the provisions of this Deed and of the Exhibit attached hereto and the Grantor covenants to take no action which will adversely affects the rights of the Association of Apartment Owners with respective assurances against latent defects in the building or rights assigned to the association by reason of the establishment of **"OMKARA RESIDENCY"** Condominium.

ELEVENTH:

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

TWELVETH:

THAT the percentage of the undivided interest in the General and/or restricted common areas and facilities established therein shall not be changed except with the unanimous consent of all the Apartment Owners expressed in amendment to this Deed duly registered.

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THIRTEENTH:

THAT the undivided interest in the General and/or restricted common areas and facilities shall not be separated from the family units and commercial unites to which it appertains and shall be deemed conveyed or encumbrance with the unit even though such a interest is not expressly mentioned or described in the conveyance or other instruments.

FOURTEENTH:

THAT each Apartment Owner shall comply with the provisions of this Deed, bye-laws, decisions and resolutions of the Association of Apartment Owners of its representative, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due, for damages, for injunctive relief.

FIFTEENTH:

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

SIXTEENTH: -

That no Apartment Owner of a unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the General and/or restricted common areas and facilities or by the abandonment of his family unit.

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SEVENTEENTH:

ALL sums assessed by the Association but unpaid for the share of the common expenses chargeable to any unitshall constitute a charge on such unit prior to all other except only (1) charge, if any of the unit for payment of Government or Municipal taxes or both, and (2) all sums unpaid on a first mortgage of the Apartment

EIGHTEENTH:-

THAT all present or future owners, tenants, future tenants or any other person that might use facilities of the buildings in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the family units and commercial unites 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 may 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 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 caretaker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the byelaws in Exhibit 'B' attached hereto.

NINETEENTH:

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

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TWENTIETH:

THAT where a family unit and commercial unite is sold by a mortgagee in exercise of his powers of sale under an English Mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the owner of such family unit and commercial unite, then neither the mortgagee nor the Purchaser who derives title to the family unit at such sale, or his successors or assigns shall be liable for assessments, by the association which become due prior to the acquisition of title by a such acquire, it being not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

TWENTY FIRST:

THAT in voluntary conveyance of a family unit and commercial unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association of Apartment Owners against the latter for his share of the common expenses upto the time of the grant or conveyance without prejudice to the Grantor's right to recover from the Grantor the amounts paid by the Grantee therefore, However, any such Grantee shall be entitled to a statement from the Manager or Board of Managers of the Association, as the case may be setting forth amount of the unpaid assessment against the Grantor liable for nor shall be family unit conveyed be subject to charge for any unpaid assessments made by the Association of Apartment Owners against the Grantor in excess of the amount therein set forth.

TWENTY SECOND:

THAT the Manager or Board of Managers of the Association shall obtain and continue in effect blanket property insurance and/or Title insurance in form and amounts satisfactory to mortgages holding first

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mortgages covering family units and commercial unites but without prejudicial to the right to the owner of a family unit and commercial unite to obtain individual family unit insurance.

TWENTY THIRD:

THAT insurance premium for any blanket insurance coverage and/or Title insurance 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 Grantors have set their signature on this **12th day of August 2022** at Jalgaon.

SIGNED AND DELIVERED BY

Grantors





Jalgaon Projects Pvt. Ltd. Through Its Director

MR. Rupesh Ramesh Munot

Witnesses

1. Bharat Vispute
R/o. Indrani Society
Khote nagar, Jalgaon

2. Vinod Sitaram Nemade
R/o. GH076 Pioneer
Thergaon.

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EXHIBIT - B

BYE LAWS OF OMKARA RESIDENCY CONDOMINIUM

(1) SHORT TITLE AND APPLICATION :

1) These bye-laws may be called the bye-laws of the **"OMKARA RESIDENCY"** Condominium.

2) The provisions of these bye-laws apply to the **"OMKARA RESIDENCY"** 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 by-laws.

The mere acquisition or rental or taking or licence of any or the family units and commercial unite (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 **"OMKARA RESIDENCY"** Condominium.

(c) 'Board' means a Board of Managers consisting of Five persons, all of whom shall be owners of Apartment in the **"OMKARA RESIDENCY"** Condominium.

(d) 'Building' means the building located at **Gat No. 28 Plot No 2 of Pimprala Shivar** and known as **"OMKARA RESIDENCY"** 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

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2. In these bye-laws, unless the context requires otherwise.

(f) 'Majority of Owners' means those owners holding 51 per cent of the votes in accordance with the percentages assigned in the Declaration.

(g) 'Owner' or 'Apartment Owner' means the person owning an residential and/or commercial unit in the **"OMKARA RESIDENCY"** Condominium.

(h) 'Section' means a section of Act.

(i) 'Unit' means a family unit or commercial unit in the **"OMKARA RESIDENCY"** Condominium.

(j) 'Registrar' means the competent authority under the Act and may include 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 land **bearing Gat No. 28, Plot no.2** total land under development is 364.25 Sq. Mtrs. Situated at Pimprala, Jalgaon, Tal. & Dist. Jalgaon and the building is known as **"OMKARA RESIDENCY"** 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 **"OMKARA RESIDENCY"** Condominium, situated at land **bearing Gat No. 28, Plot no.2** total land under development is 364.25 Sq. Mtrs. Situated at Pimprala, 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 open an account for all the Maintenance Amount collected from each unite holder by the name of **'"OMKARA RESIDENCY unit Owners Association"** in any bank for the maintenance of **"OMKARA RESIDENCY"** Subsequent to the opening of the said

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account all the funds has to be put in a Fixed Deposit, the interest of which is to be used only for the maintenance/welfare of the **"OMKARA RESIDENCY"**.

c) To provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the Apartment Owners, and if necessary, by raising loans for that purpose.

d) To retain and rent or license, if possible, suitable portions of the common areas to outsiders for commercial 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 loans to any Apartment Owners in case of any emergent necessity and to provide for the 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 consulting the competent authority and may establish a provident fund and gratuity fund if necessary, for the benefit of the employees of the Associations;

i) To do all things necessary or an otherwise provide for their welfare expedient for the attainment of the objects specified in these by-laws;

2) The association shall not act beyond the scope of its objects without duly amending the provisions of these by-laws for the purpose.

(5) MEMBERS OF ASSOCIATION:-

1) All persons who have purchased apartment/unite in the **"OMKARA RESIDENCY"** Condominium and executed respective Declarations under section 5 submitting their apartment to the provisions of the "Act" shall automatically members of association and

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shall pay the sum of Rs.1001/- as entrance fee and shall be purchase at least one share of the face value of Rs.1000/- each. Each apartment owner shall receive a copy of by-laws on payment of Rs.500/- to the association. Each member of the said association who owns any apartment shall pay non-refundable deposit as decided by association towards the maintenance of the said project, Corpus fund such made should be put as Fix Deposit in Bank. The board of the association is empowered to change and vairy the sum of membership, sum for by-laws and refundable deposit.

2) Upon any apartment owner, selling his apartment or absolutely conveying the same by way of gift under his will or otherwise, the purchaser or donee shall automatically become a member of association and shall be admitted as members on payment of the entrance fee on Rs. 1000/-. The shares held by the apartment owners shall be transferred to such purchaser or donee on payment as decided by the association. The board of the association is empowered to change and vairy the sum of deposit.

3) On the death of the apartment owner his/her apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representatives of his/her estate, in case he/she 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 the apartment owners maintained by the Secretary for the purpose of administration of the said buildings **"OMKARA RESIDENCY"** Condominium as apartment owner or joint apartment owners. Where any legatee is minor the apartment owner shall be entitled to appoint as 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 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:-

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 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 or she is in arrears of any sum due from him / her in respect of his / her contributions for common expenses and/or any amount due to be paid to the Grantor for more than thirty days from when the amount was due to be paid).

CHAPTER 'II'

VOTING, QUORUM &PROXIES

(9) VOTING:-

Voting shall be on a percentage basis, and the percentage of the vote of which the owner is entitled is the percentage assigned to the family unit and commercial units in the Deed of declaration.

(10) QUORUM: -

Except as otherwise provided in these by-laws, the presence in person of a majority of owners shall constitute a quorum.

(11) VOTES TO BE CAST IN PERSON:-

Votes shall be cast in person.

CHAPTER 'III'

(ADMINISTRATION)

(12) POWERS & DUTIES OF ASSOCIATION:-

The association will have the responsibility of administering the **"OMKARA RESIDENCY"**Condominium, approving the annual budget, establishing and collecting monthly assessments arranging for management of the condominium in an efficient manner. Except as otherwise provided, resolution of the association shall require approval by a majority of owners, casting votes in person.

(13) PLACE OF MEETING:-

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