

CONSIDERATION RS. /-

STAMP DUTY RS./-

ZONE NO.

RATE PER SQUARE METERS

REGISTRATION FEE OF RS./- VIDE D.D. NO. DT. / /201 OF
..... BANK

AGREEMENT FOR SALE
(Flat No.....of Floor)

This **AGREEMENT OF SALE** is entered into on this day of July-2017; between

Shweta Prakash Ambhore,

Aged about 34 years, Occu. Business,

R/o. Vidarbha Housing Society, Buldana

Tq. & Dist Buldana

PAN No. AKSPA4533C

Mob No. 9822473392

Owner / Developer of Scheduled property

hereinafter referred to as “**THE VENDOR**” which term and expression shall, unless repugnant to the context and meaning thereof, mean and include their legal heirs, representatives, successors, assigns of The **PARTY NO.1**

A N D

....., aged about years. Occu.
resident of, Tq.& Dist. Buldana PAN No..... Mob. No.
hereinafter referred to as “**THE PURCHASER / ALLOTTEE**” which term and expression shall, unless repugnant to the context and meaning thereof, mean and include their legal heirs, representatives, successors, assigns of the **OTHER PART**.

WHEREAS Shweta Prakash Ambhore i.e. vendor has purchased the plot no. 2 admeasuirng 243 sq. mtrs. situated in Gut No. 65 of village Sunderkhed (Sukalkhed) demarcated as per N.A. Order dt. 09/06/1988 passed by Tahasildar, Buldana in Rev. Case No. NAP-34/Sunderkhed/25/1987-88 and accordingly on that basis mutation entry no. 13488 has been recorded and certified in her name and name of vendor Shweta Prakash Ambhore is recorded in the 7/12 extract column as exclusive owner and possessor of plot no. 2 forming part of Gut No. 65 of village Sunderkhed (Sukalkhed) which is bounded by.

EAST	:	Plot No. 3.
WEST	:	Plot No. 1,
NORTH	:	6 mtrs. layout road,
SOUTH	:	9 mtrs. layout road.

AND WHEREAS the Vendor herein above named has decided to develop the aforesaid piece and parcel of Plot No. 2 total admeasuring 243 sq. mtrs. in the layout of Gut No. 65, situated within the jurisdiction of Gut Gram Panchayat Sawala Tq. & Dist. Buldana more particularly described above and the same is hereinafter referred to as the “Said Property”.

AND WHEREAS the Secretary and Sarpanch Gut Gram Panchayat Sawala, Tq. & Dist. Buldana vide its commencement certificate dated 29/07/2017, has granted permission for construction to vendor Shweta Prakash Ambhore and has approved/sanctioned the plan on 27/07/2016 vide resolution no. 5

submitted by the vendor in respect of the Apartment Scheme proposed to be constructed over the said Plot No. 2 of Gut no. 65 of village Sunderkhed.

AND WHEREAS the Vendor has started construction of Multistoried building on the aforesaid Land bearing Plot no. 2 total admeasuring 243 Sq. Mtrs., a building Known as "SAI PRAKASH APARTMENT" according to the plan attached herewith which is duly sanctioned by Secretary & Sarpanch Gut Gram Panchayat Sawala, Dist., Buldana.

AND WHEREAS the Vendor has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND WHEREAS the Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure____;

AND WHEREAS the Vendor has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of registered sale deed the Vendor has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Vendor on the project land and to enter into Agreement/s with the allottee(s)/purchasers of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee / purchaser, the Vendor has given inspection to the Allottee / Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copy of Certificate of Title issued by the advocate of the Vendor, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Vendor to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure '___' and '___', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure ____.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure ____,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure ____

AND WHEREAS the Vendor has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Vendor has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee / Purchaser has applied to the Vendor for allotment / sale / agreement for sale of an Apartment No. on floor constructed on plot no. 2 from Gut No. 65 of

village Sunderkhed on which building styled as "SAI PRAKASH APARTMENT" which is admeasuring sq. mtrs. carpet area and which is bounded by

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee / Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee / Purchaser, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee / Purchaser has paid to the Vendor a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor to the Allottee / Purchaser as advance payment or Application Fee (the payment and receipt whereof the Vendor both hereby admit and acknowledge) and the Allottee / Purchaser has agreed to pay to the Vendor the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Vendor has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____ ;

AND WHEREAS, under section 13 of the said Act the Vendor is required to execute a written Agreement for sale of said Apartment with the Allottee / Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Allottee / Purchaser hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Vendor shall construct the said building/s consisting of Ground Floor, First Floor, Second Floor, Third Floor and Fourth Floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Vendor shall have to obtain prior consent in writing of the Allottee / Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Allottee / Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1(a)

(i) The Allottee / Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Allottee / Purchaser, Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures ____ and ____ for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs._____/

1(c) The Allottee / Purchaser has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Vendor the balance amount of Rs(Rupees) in the following manner :

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Vendor after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Vendor on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Vendor on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Vendor on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Vendor on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee / Purchaser on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the [Apartment/Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Allottee / Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Vendor may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee / Purchaser by discounting such early payments @% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee / Purchaser by the Vendor.

1(g) The Vendor shall confirm the final carpet area that has been allotted to the Allottee / Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon

confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Allottee / Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee / Purchaser. If there is any increase in the carpet area allotted to Allottee / Purchaser, the Vendor shall demand additional amount from the Allottee / Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee / Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and the Allottee / Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee / Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Vendor as well as the Allottee / Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee / Purchaser and the common areas to the association of the allottees / Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee / Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Vendor has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee / Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee / Purchaser, the Vendor agrees to pay to the Allottee / Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee / Purchaser, for every month of delay, till the handing over of the possession. The Allottee / Purchaser agrees to pay to the Vendor, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee / Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the allottee(s) / Purchaser to the Vendor.

4.2 Without prejudice to the right of Vendor to charge interest in terms of sub clause 4.1 above, on the Allottee / Purchaser committing default in payment on due date of any amount due and payable by the Allottee / Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee / Purchaser committing three defaults of payment of installments, the Vendor shall at his own option, may terminate this Agreement: Provided that, Vendor shall give notice of fifteen days in writing to the Allottee / Purchaser, by

Registered Post AD at the address provided by the allottee / Purchaser and mail at the e-mail address provided by the Allottee / Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee / Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Allottee / Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee / Purchaser to the Vendor.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Vendor in the said building and the Apartment as are set out in Annexure '.....', annexed hereto.

6. The Vendor shall give possession of the Apartment to the Allottee / Purchaser on or before..... day of 20___. If the Vendor fails or neglects to give possession of the Apartment to the Allottee / Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Allottee / Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of (i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee / Purchaser as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee / Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor shall give possession of the [Apartment/Plot] to the Allottee / Purchaser. The Vendor agrees and undertakes to indemnify the Allottee / Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Allottee / Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or association of allottees / Purchaser, as the case may be. The Vendor on its behalf shall offer the possession to the Allottee / Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee / Purchaser shall take possession of the Apartment within 15 days of the written notice from the Vendor to the Allottee / Purchaser intimating that the said Apartment is ready for use and occupancy:

7.3 Failure of Allottee / Purchaser to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Vendor as per clause 7.1, the Allottee / Purchaser shall take possession of the [Apartment/Plot] from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the [Apartment/Plot] to the allottee / Purchaser. In case the Allottee / Purchaser fails to take possession within the time provided in clause 7.1 such Allottee / Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee / Purchaser, the Allottee / Purchaser brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Allottee / Purchaser shall be

entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act.

8. The Allottee / Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residential purpose and not for any commercial use. The Allottee / Purchaser shall use the common parking space for all the flat / apartment owners for the purpose of keeping or parking vehicle.

9. The Allottee / Purchaser along with other allottee(s) / Purchasers of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Allottee / Purchaser, so as to enable the Vendor to register the common organization of Allottee / Purchaser. No objection shall be taken by the Allottee / Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Vendor shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Vendor and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Vendor shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Vendor and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Vendor to the Allottee / Purchaser that the Apartment is ready for use and occupancy, the Allottee / Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee / Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Allottee / Purchaser further agrees that till the Allottee's / Purchaser share is so determined the Allottee / Purchaser shall pay to the Vendor provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee / Purchaser to the Vendor shall not carry any interest and remain with the Vendor until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Vendor to the Society or the Limited Company, as the case may be.

10. The Allottee / Purchaser shall on or before delivery of possession of the said premises keep deposited with the Vendor, the following amounts :

(i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee / Purchaser shall pay to the Vendor a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee / Purchaser shall pay to the Vendor, the Allottees' / Purchaser share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee / Purchaser shall pay to the Vendor, the Allottees' / Purchaser share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Allottee / Purchaser as follows:

i. The Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee / Purchaser created herein, may prejudicially be affected;

vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee / Purchaser under this Agreement;

viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee / Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees / Purchaser the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees / Purchaser;

x. The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee / Purchaser or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows :

i. To maintain the Apartment at the Allottee's / Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee / Purchaser in this behalf, the Allottee / Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Allottee / Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee / Purchaser committing any act in contravention of the above provision, the Allottee / Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Vendor within fifteen days of demand by the Vendor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee / Purchaser for any purposes other than for purpose for which it is sold.

ix. The Allottee/ Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Vendor under this Agreement are fully paid up.

x. The Allottee / Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee / Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee / Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee / Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Allottee / Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee / Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee / Purchaser who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee / Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Allottee / Purchaser until, firstly, the Allottee / Purchaser signs

and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee / Purchaser and secondly, appears for registration of the same before the concerned SubRegistrar as and when intimated by the Vendor. If the Allottee(s) / Purchaser fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee / Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Allottee / Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee / Purchaser, application of the Allottee / Purchaser shall be treated as cancelled and all sums deposited by the Allottee / Purchaser in connection therewith including the booking amount shall be returned to the Allottee / Purchaser without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES / PURCHASER

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees / Purchasers of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee / Purchaser has to make any payment, in common with other Allottee(s) / Purchaser in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Allottee / Purchaser, in after the Agreement is duly executed by the Allottee / Purchaser and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at .

26. The Allottee / Purchaser and/or Vendor shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee / Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee / Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee / Purchaser (Address)_____

Notified Email ID:_____

M/s Vendor name (Vendor Address)_____

Notified Email ID: _____

It shall be the duty of the Allottee / Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Allottee / Purchaser, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees / Purchasers all communications shall be sent by the Vendor to the Allottee / Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees / Purchasers.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee / Purchaser.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Buldana Courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Buldana in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to

Description of the freehold/leasehold land and all other details

Second Schedule Above Referred to Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee / Purchaser :

(1)

(2)

At _____ on _____

in the presence of WITNESSES:

- 1. Name & Signature _____
- 2. Name & Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Vendor:

(1)

(Authorized Signatory) WITNESSES:

Name Signature _____

Name Signature _____

SCHEDULE – A

(Description of the Flat No.)

All that piece and parcel of Plot No. 2, admeasuring 243 sq. mtrs., forming part of Gut No. 65 situated within the jurisdiction of Village Sunderkhed (Sukalkhed) Gut Gram Panchayat Sawala Tq. & Dist. Buldana., on which multistoried building known as “SAI PRAKASH APARTMENT” in which flat No. of Floor admeasuring sq. mtrs. (carpet area) and which is bounded as under:-

- On or towards the East :,
- On or towards the West :,
- On or towards the North :
- On or towards the South :

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Vendor to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Vendor and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee / Purchaser above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Vendor/s.

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Vendor to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Vendor and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee / Purchaser above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee

I say received.



The Vendor/s.

साईश बिल्डर्स
Shreshtha
प्रोप्रायटर

**DEED OF DECLARATION BY OWNER TO SUBMIT THE
PROPERTY UNDER THE APARTMENT OWNERSHIP ACT. 1970 IN RESPECT OF
“ SAIPRAKASH APARTMENT ”**

In respect of “**SAIPRAKASH APARTMENT**” constructed on land bearing Gut No.65, Plot No.2, admeasuring 243 sq. mtrs., situated within the jurisdiction of village Sunderkhed (Sukalkhed) Tq. & District Buldana.

Under Section 2, of the Maharashtra Apartment Ownership Act- 1970

IN THE TOWN OF BULDANA Tahsil and District Buldana on this day of April - 2017.

B Y

Sau. Shweta Prakash Ambhore

Aged about: 34 years, Occupation: Business,

R/o Vidarbha Housing Society, Buldana Tq. & Dist. Buldana

Pan No. : AKSPA 4533 C

Mobile No. 9822473392

Owner / Developer of Scheduled property.

Herein after referred to as Grantor fully empowered and qualified to execute this deed does here by state:

FIRST - THAT the above named GRANTOR owns and posses the following land property within the limits of Gut Grampanchayat Sawla village Sunderkhed Tahsil and District Buldana which is described as follows -

SCHEDULE OF PROPERTY

All that piece and parcel of Plot No.2 admeasuring 243 Sq. Mtrs., situated within the jurisdiction of village Sunderkhed (Sukalkhed), Tq. & District Buldana, which are jointly bounded by .

EAST	: Plot No.3,
WEST	: Plot No.1,
NORTH	: 6 mtrs. lay-out road,
SOUTH	: 9 mtrs. lay-out road.

WHEREAS Guarantor has purchased the above referred Plot No.2 by way of registered sale deed dt.04-07-2016, registered at Sr.No.4472/2016 at SRO Buldana and accordingly mutation entry no.13488 is recorded and certified and name of guarantor i.e. Shweta Prakash Ambhore was recorded as exclusive owner and possessor of Plot No.2 forming part of Gut No.65 of village Sunderkhed (Sukalkhed) in the 7/12 extract column.

SECOND ; AND WHEREAS the Grantor herein above named has decided to develop and construct a multistoried building on the aforesaid piece and parcel of Plot No.2 in the layout of Gut.No.65, situated within the Gut Grampanchayat Sawla of village Sunderkhed, Taluka and District Buldana more particularly described in the schedule herein under written and the same is hereinafter referred to as the "Said Property".

AND WHEREAS the Grantor has applied for obtaining the construction permission from Gut Grampanchayat Sawla on the said property. The Secretary/Sarpanch of Gut Grampanchayat Sawla, Tq. & District Buldana vide its commencement certificate dated 29.07.2016, vide Resolution No.5, dated 27.07.2016, has granted permission for construction to "Sau.Shweta Prakash Ambhore" submitted by the Grantor in respect of the Apartment Scheme proposed to be constructed over the said Plot No.2 admeasuring 243 sq. mtrs.

AND WHEREAS grantor Sau.Shweta Prakash Ambhore is suppose to construct a Multistoried building on the aforesaid Land bearing Plot No.2 from Gut No.65 total admeasuring 243 sq. mtrs., a building Known as "**SAIPRAKASH APARTMENT**" according to the plan attached herewith which is duly sanctioned / approved by the Secretary/Sarpanch Gut Grampanchayat Sawla, Tq. & District Buldana on 29/07/2016.

The Postal Address of the building is;

“SAIPRAKASH APARTMENT”
CHANDAK LAY-OUT,
“Chikhli Road,”
Sunderkhed, Tq & District Buldana”,

THIRD : That the said building known as “**SAIPRAKASH APARTMENT**” consists of five Floors ; viz Ground Floor, First Floor, Second Floor, Third Floor & Fourth Floor.

The entire Ground Floor of the said “**SAIPRAKASH APARTMENT**” shall consist of 2 commercial shops. The 2 commercial shops on the Ground Floor are numbered as shop no.1 & 2.

The First Floor shall consist of 4 residential flats. The 4 residential flats on the First Floor of “**SAIPRAKASH APARTMENT**” are numbered as 101, 102, 103 & 104 respectively.

The Second Floor shall consist of 4 residential flats. The 4 residential flats on the Second Floor of “**SAIPRAKASH APARTMENT**” are numbered as 201, 202, 203 & 204 respectively.

The Third Floor shall consist of 4 residential flats. The 4 residential flats on the Second Floor of “**SAIPRAKASH APARTMENT**” are numbered as 301, 302, 303 & 304 respectively

The Fourth Floor shall consist of 4 residential flats. The 4 residential flats on the Second Floor of “**SAIPRAKASH APARTMENT**” are numbered as 401, 402, 403 & 404 respectively.

The upper floors are capable of individual utilization on account of having their own exit to a common areas and facilities of the building and the apartments will be sold to one or more owners each owner obtaining a particular and exclusive property rights thereto and each apartment owner constituting a heritable and transferable immoveable property, and within the meaning of any law for the time being in force in the State (hereinafter referred to as the flats) and also an Undivided share and interest in the general and/or restricted common areas and facilities of the building as listed hereinafter 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.

FOURTH : That the aforesaid building known and styled as “**SAIPRAKASH APARTMENT**” has a total land area of 243 square meters.

FIFTH : That this condominium shall be known as “ The SAIPRAKASH APARTMENT OWNERS ASSOCIATION” and that flats in the said building will be as follows :

GROUND FLOOR

<u>Commercial Shops.</u>	<u>Carpet Area Sq. Mtrs.</u>	<u>Built Up Area Sq. Mtrs.</u>	<u>Undivided Share in Sq. Mtrs.</u>
1	9.873	10.97	2.66
2	9.873	10.97	2.66

FIRST FLOOR

<u>Residential. Flat.</u>	<u>Carpet Area Sq. Mtrs.</u>	<u>Built Up Area Sq. Mtrs.</u>	<u>Undivided Share in Sq. Mtrs.</u>
101	52.038	57.82	20.73
102	48.249	53.61	18.18
103	40.545	45.05	13.16
104	28.683	31.87	7.35

SECOND FLOOR

<u>Residential. Flat.</u>	<u>Carpet up Area Sq. Mtrs.</u>	<u>Built Up Area Sq. Mtrs.</u>	<u>Undivided Share in Sq. Mtrs.</u>
201	52.038	57.82	20.73
202	48.249	53.61	18.18
203	40.545	45.05	13.16
204	28.683	31.87	7.35

THIRD FLOOR

<u>Residential. Flat.</u>	<u>Carpet up Area Sq. Mtrs.</u>	<u>Built Up Area Sq. Mtrs.</u>	<u>Undivided Share in Sq. Mtrs.</u>
301	52.038	57.82	20.73
302	48.249	53.61	18.18
303	40.545	45.05	13.16
304	28.683	31.87	7.35

FOURTH FLOOR

<u>Residential. Flat.</u>	<u>Carpet up Area Sq. Mtrs.</u>	<u>Built Up Area Sq. Mtrs.</u>	<u>Undivided Share in Sq. Mtrs.</u>
401	52.038	57.82	20.73
402	48.249	53.61	18.18
403	40.545	45.05	13.16
404	28.683	31.87	7.35

Total Carpet Area: 697.800 sq. mtrs.

Total Parking Area : sq. mtrs. (Common for all flats)

2) **COMMON AREAS AND FACILITIES:**

- a) The piece and parcel of land described in paragraph FIRST above in this Deed.
- b) Parking facilities on Ground Floor, as shown in document, attached thereto
- c) Common passage leading to the stairway.
- d) A Gate used jointly and common by all the flat owners and Grantor.
- e) The foundations and main walls, columns, beams and roofs of the building as described in the plan which forms part of this deed.
- f) Built up parking area shall be used by all the flat owners commonly.
- g) Plumbing net work throughout the building.
- h) Tanks, water pumps, motors, and in general all apparatus and installation existing for common use.
- i) All the flat owners shall have a right to use common areas sanctioned area common parking space, common use, common electric meter, well pumps, parking lights etc, common well pumps overhead water tank and sump for water supply.
- j) Every unit holder/ flat owner will get water supply from under ground water supply by separate bore-well for Building through underground and overhead water tanks by internal plumbing net work. It is declared that water supply will only be from available sources mentioned above & owner / grantor shall not be held responsible in case of delayed or inadequate water supply from above source.
- k) A separate electric meter is common for all flat owners & monthly bill amount will be divided by total units/ flat owners & accordingly share of water bill for each unit will be calculated as and when decided.

SIXTH : A) That the right, title and interest of each owner of the flats in the general common area and facilities listed under letter (a) to (k) of paragraph Fifth and their proportionate share in the profits and common expenses in the said general common areas and facilities, as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment owners of the "Saiprakash Apartment Owners Association" is based on the proportionate value of each Apartment to the local value of all family units as follows-

- a) The proportionate representation for voting purposes provided herein may be limited in accordance with the provisions of the bye-laws attached hereto.

- b) Flat/ Flats and the percentage of undivided interest in the common areas and facilities appertaining to the flat /each flat are not encumbered in any manner whatsoever on the date of this Declaration.

SEVENTH : That the Administration of “SAIPRAKASH APARTMENT” Owners Association consisting as aforesaid of the building and parcel of land described in paragraphs First and Fifth of the Deed shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws which are made a part of this Deed and are attached hereto.

EIGHTH : That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment ownership Act, 1970 so that the flat of the Ground and upper floor in the aforesaid apartment may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to a common area and facility of the building, each apartment owner having an exclusive and particular right, title and interest over their respective flat and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

NINTH : That for the purposes 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 “SAIPRAKASH APARTMENT ”Owners Association is described as follows

- a) Parcel of land described in paragraph First hereof is valued as per Sale Deed.
- b) The building described in paragraph Second and Third hereto is valued according to the value of apartments.

TENTH : That so long as the Grantors own one or more of the flats, the Grantors shall be subject to the provisions of this Deed and documents attached hereto and the Grantors covenants to take no action which will adversely affect the rights of the Association of Apartment/ Flat Owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of the “SAIPRAKASH APARTMENT” Flat Owners Association.

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

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

THIRTEENTH : That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the apartment/ flat to which it appertains and shall be

deemed conveyed or encumbered with the apartment/ flat even though such interest is not expressly mentioned or described in the conveyance or other instrument.

FOURTEENTH : That each flat owner shall comply with the provisions of this Deed, the By-laws, decisions and resolutions of the Association of Apartment/ flat Owners or its representative, and failure to comply with any such provisions, decision or resolutions, shall be grounds for an action to recover sums due, for damages or for injunctive relief.

FIFTEENTH : That the dedication 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 the flat owners and the mortgages unanimously agree to such revocation, or amendment, or removal of the property from the plan by a duly registered instrument.

SIXTEENTH : That no flat owner of a family 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.

SEVENTHEENTH : All sums assessed by the association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only (1) charge, if any, on the family unit for payment of Government or Municipal taxes or both, and (2) all sums unpaid on the first mortgage of the apartment.

EIGHTEENTH : That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the family units of the building or the mere act of occupancy of any of the said units shall sign that the provisions of this Deed are accepted and ratified. The respective family unit shall not be rented or given on leave and license or care-taker basis by the flat owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty day or (b) any rental or if the occupants of the family unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations, the apartment owners of the respective family units shall have the absolute right to lease such unit or give it on leave and license or care taker basis provided that said lease or leave and license or care taker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bye laws attached thereto.

NINETHEENTH : That if the property, subject to the plan of Apartment/ Flat 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.

TWNTIETH : That where a family unit is sold by a mortgagee in exercise of his powers of sale under an any mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the owner of such family unit, 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 became due prior to the acquisition of title by such an acquirer, it being understood, however, that the above shall not be construed to present the Association of Apartment/ Flat Owners from filing and claiming charge for such assessments and enforcing the same as provided by law, and that such charge shall be subordinate to such mortgage.

TWENTY FIRST : That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association of Apartment/ Flat Owners, against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right thereof. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the Association, as the case may be, setting forth the amount of the unpaid assessments against the Grantor due to the Association and such grantor shall not be liable for nor shall the family unit conveyed be subject to a 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 of Board or Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages, holding first mortgages family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

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

It is hereby declare that, in view of the provisions of The Real Estate (Regulation And Development) Act 2016, the previous deed of declaration executed by grantor on 12/04/2017 at Sr.No.1607/2017 is canceled as in that document the carpet area was not mentioned specifically and by this document specification regarding carpet area which is to be sold out is mentioned and therefore that document may not be considered hence forth and it is also declared that, this grantor has not executed any transaction on the basis of previous deed of declaration registered at Sr.No.1607/2017 and therefore this deed of declaration may be considered as final in view of the provisions The Real Estate (Regulation And Development) Act 2016.

IN WITNESSES WHEREOF, we the above named Grantor, have hereto set their respective signatures, and signed this **DEED OF DECLARATION**, through the duly authorized signatory in the presence of attesting witnesses signing as such on this 14th day of July 2017

Sau. Shweta Prakash Ambhore

.....

GRANTOR/DEVELOPER

IN PRESENCE OF WITNESS

1).....

2).....

BYE LAWS OF THE
“SAIPRAKASH APARTMENT OWNERS ASSOCIATION”.
CHAPTER-1

SHORT TITLE AND APPLICATION

- (1) These Bye Laws may be called the Bye-laws of the “SAIPRAKASH APARTMENT” Owners Association.
- (2) The provisions of these bye-laws apply to the SAIPRAKASH APARTMENT Owners Association.
- (3) All present or future owners, tenants, future tenants, or their employees or any other person that might use the facilities of the building in any manner are subject to the regulations set forth in these bye-laws.

The mere acquisition or rental or taking on licence of any of the family units (hereinafter referred as Apartments/ Flats) or mere act of occupancy of any of the said apartments/ flats will signify that these Bye-laws are accepted, ratified and will be complied with.

(4) **DEFINATIONS**

In these bye-laws unless context requires otherwise :

- (a) ‘Act ’means the Maharashtra Apartment Ownership Act 1970.
- (b) “Association” means the association of all the Apartment Owners constituted by such owners for the purpose of the “SAIPRAKASH APARTMENT” Owners Association.
- (c) “Board” means a Board of Managers consisting of 6 Persons all of whom shall be owners of Apartments in the “SAIPRAKASH APARTMENT” Owners Association ‘
- (d) “Building” means the building “SAIPRAKASH APARTMENT” constructed on land bearing Plot No.2, admeasuring 243 sq. mtrs., in the layout of Gut No.65, of village Sunderkhed Gut Gram Panchayat Sawla Tq. & District Buldana, Known as The “SAIPRAKASH APARTMENT” Owners Association’ and includes the land forming part thereof.

- (e) 'Declaration' means the declaration which the Chief Promoters of the building has executed and registered as provided in Section 2.
- (f) 'Majority of Owners' means those owners holdings 51 percentage assigned in the declaration.
- (g) 'Owner' or 'Apartment/ Flat Owner' means the persons owning an Flat/ Apartment in the "SAIPRAKASH APARTMENT " Owners Association'.
- (h) 'Section' means a Section of the Act.
- (i) 'Unit' means a family unit in the "SAIPRAKASH APARTMENT" Flat Owners Association.'
- (j) 'Registrar' means the Registrar of the Co-operative Societies.

(5) **WORD AND EXPRESSION :**

WORD AND EXPRESSION USED in these bye laws but not defined therein shall have the meanings respectively assigned to them in the Act.

(6) **APARTMENT OWNERSHIP :-**

The building "SAIPRAKASH APARTMENT" constructed on land bearing Plot No.2 admeasuring 243 sq. mtrs., in the layout of Gut No.65, of Gut Grampanchayat Sawla village Sunderkhed Tahsil and District Buldana, Known as "SAIPRAKASH APARTMENT"/ Flats Owners Association' submitted to the provisions of the Act.

(7) **OBJECTS OF ASSOCIATION**

- 1) The Objects of Association shall be as under :
 - a) To act as the Association of Apartment/ Flat Owners of the building called "SAIPRAKASH APARTMENT " / Flats Owners Association" (hereinafter called "the said Building")
 - b) To invest or deposit moneys.
 - c) To provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the Apartment / Flat owners and if necessary, by raising loans for that purpose.
 - d) To provide for and do all or any of the matters provided in sub Section (2) of Section 16.
 - e) To advance with the consent of the Apartment / Flat Owners any short term loans to any Apartment / Flat Owner in case of any emergency or necessity and to provide for the repayment thereof in lump sum or in installments.

- f) To establish and carry on its own account or jointly with individuals or Institutions Educational Physical Social and Recreation Activities for the benefits of the Apartment/ Flat Owners.
- g) To frame rules, with the approval of the General Meeting of the Association and after consulting the competent authority and to establish a Provident Fund and Gratuity Fund, if necessary for the benefits of the employees of the Association.
- h) To do all things necessary and/or otherwise provided for their welfare expedient for the attainment of the objects specified in these bye-laws.
- 2) The association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purpose.

8) **MEMBERS OF ASSOCIATION**

- a) All persons who have purchased apartment/flat in the "SAIPRAKASH APARTMENT" Owners Association" and executed respective declarations under Section 5, submitting their apartment in the "SAIPRAKASH APARTMENT" Owners Association" to the provision of the Act shall automatically be the members of the Association and shall pay a sum of Rs.500/- as entrance fee and purchase at least one share of the face value of Rs.100/- each. Each Apartment / flat Owner shall receive a copy of the by-laws on payment of Rs.100/-.
- b) Upon any Apartment/ Flat Owner selling his apartment or absolutely conveying the same by way of sale, gift, under a will or otherwise the Purchaser or donee or legatee shall automatically become the member of the Association and shall be admitted as member on payment of the entrance fee. The shares held by an Apartment/ Flat Owner shall be transferred to the name of such PURCHASER or DONEE or LEGATEE on payment to the Association as per rules.
- c) On the death of an Apartment/ Flat Owner his/her apartment/ flat shall be transferred to the person or persons to whom he/she bequeath the same by his/her will or to the legal representative of his/her estate in case he/she has not made any specific bequest of the Apartment/ Flat . The name of the legatee or the names of the legal representative jointly shall be entered in the register of owners. Where any legatee is a minor the Apartment / Flat Owner shall be entitled to appoint as guardian of such minor.

(9) **JOINT APARTMENT OWNERS :**

Where an apartment/ flat has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment / flat and the shares of the Association shall be

issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.

(10) **HOLDING OF ONE SHARE COMPULSORY**

Every Apartment / Flat owner must hold at least one share of the Association, joint Apartment/ Flat Owners holding shares jointly.

(11) **DISQUALIFICATION**

No Apartment/ Flat Owner shall be entitled to vote on the election of members or the President, Secretary, Treasurer or any of the Office Bearers or by entitled to stand for election to such office if he is in arrears of any sum due from him in respect of his contributions for common expenses for more than sixty days on the last day of the year preceding the year in which the election to the Board would take place.

CHAPTER - 2

VOTING, QUORUM AND PROXIES

(12) **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 his apartment in the declaration.

(13) **QUORUM:**

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

(14) **VOTES TO BE CAST IN PERSON:**

Votes shall be cast in person.

CHAPTER –3

ADMINISTRATION

(15) **POWERS AND DUTIES OF ASSOCIATION**

The Association will have the responsibility of administering the “SAIPRAKASH APARTMENT”/ Flats Owners Association” approving the annual budget, establishing and collecting monthly assessment and arranging for the Management of the Association in an efficient manner. Except as other provided, resolutions of the Association shall require approval of a Majority of owners, casting votes in person.

(16) **PLACE OF MEETING**

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

(17) ANNUAL MEETING

The First Annual Meeting of the Association shall be held within 15 days from the date of registration of this declaration for electing the Board. Thereafter the annual Meeting of the Association shall be held on or before 30th June each succeeding year or at such other date as may be decided. As such meeting there shall be elected by ballot of the Apartment/ Flats Owners a Board in accordance within the requirement of Bye-law No. 23. The owners may also transact such other business of the Association as may properly come before them and having been presented to the Secretary or at the request of the Housing Commissioner or as the case may be the Registrar or any Officer duly authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No other business shall be transacted at a Special Meeting except as stated in the notice.

(18) SPECIAL MEETING

It shall be the duty of the president to call a special meeting of the Apartment / Flat Owners as directed by a resolution of the Board or up a petitioner signed by a majority of the owners.

(19) NOTICE OF MEETING

It shall be the duty of the Secretary to 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/ flat owner at least 2 days but not more than 7 days prior to such meeting. The sending of a notice in the manner provided in this by-laws shall be considered as notice served. Notice of all meetings shall be sent to the Housing Commissioner or as the case may be top the Registrar.

(20) ADJOURNED MEETING

If any meeting of Owners can not 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 two shall form a quorum.

(21) ORDER OF BUSINESS :

The order of business at all meetings of the owners of Apartments / Flats shall be as follows

- a) Roll call
- b) Reading of notice of meeting or waiver of notice.
- c) Reading of minutes of preceding meeting.

- d) Reports of Officers.
- e) Report of the Housing Commissioner or the Registrar or the Officer duly authorized by them if present.
- f) Report of Committees.
- g) Election of Board
- h) Unfinished business, if any,
- i) New Business.

CHAPTER - 4

BOARD OF MANAGERS

(22) MANAGEMENT OF ASSOCIATION:

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

(23) POWER 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 by these bye-laws directed to be exercised and done by the owners of apartments/ flats.

(24) OTHER DUTIES

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

- a) Care, Upkeep and surveillance of the "SAIPRAKASH APARTMENT" / Flats Owners Association and the common areas and facilities.
- b) Collection of monthly assessment from the owners or occupiers of apartments/ flats.
- c) Designation, employment, remuneration and dismissal of the personal necessary for the maintenance and operation of the "SAIPRAKASH APARTMENT" Owners Association.
- d) To provide for the manner in which the audit and accounts of the Association shall be carried out.
- e) To inspect the accounts kept by the Secretary and/or the Treasurer and examine the registers and account books and to take steps for the recovery of all sums due to the Association.
- f) To sanction working expenses, count cash balance and deal with other miscellaneous business.

g) To see that cash book is written up promptly and is signed daily by one of the members of the Board authorized in this behalf.

h) To hear and deal with complaints.

(25) **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 By-laws 20.

(26) **ELECTION AND TERM OF OFFICE**

At the first annual meeting of the Association the term of Office of a Manager shall be fixed for three years. The terms of office of Two Manager shall be fixed at two years and the term of office of the one manager shall be fixed at one year. At the expiration of the initial term of office of each respective manager his successor shall be elected to serve a term of three years. The manager shall hold office until his successor has been elected.

(27) **VACANCIES**

Vacancies in the Board caused by any reason other than 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.

(28) **REMOVAL OF MANAGER**

In any regular or special meeting duly called anyone 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 vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

(29) **ORGANISATION MEETING**

The first meeting of newly elected board shall be held within ten days of election at such place as shall be fixed by the Manager at the meeting at which such Manager was elected and no notice shall be necessary to the newly elected manager in order to constitute such meeting provided a majority of the whole Board shall be present.

(30) **REGULAR MEETING**

Regular meeting of the Board may be held at such time and place as shall be determined, from time to time by a majority of Managers, but at least two such meeting

shall be held during each year. Notice of regular meeting of the Board shall be given to each Manager personally or by telegraph at least three days proper to the day named for such meetings.

(31) **SPECIAL MEETINGS**

Special Meetings of the Board may be called by the president on three day's notice to each Manager given personally or by telegraph which notice shall state the time, place (as herein before provided) and purpose of the meeting. Special Meeting of the Board shall be called by the president or Secretary in like manner and on like notice on the written request of at least three Managers.

(32) **WAIVER OF NOTICE**

Before or at any meeting of the Board any Manager may in writing waive 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.

(33) **QUORUM**

At all meetings of the Board one third of the total strength of the Managers shall constitute a quorum for the transaction of business and the acts of 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 there be less than a quorum present the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called for may be transacted without further notice provided there is a quorum present.

(34) **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 premium on such bonds shall be paid by the Association.

CHAPTER 5

OFFICERS

(35) **DESIGNATION**

The principal officer of the Association shall be a president, a vice president, a Secretary and a Treasurer and five members 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 officer as in their judgment may be necessary.

(36) **ELECTION OF OFFICERS :**

The Officers of the Association shall be elected annually by the Board at the Organization meeting of each Board and they shall hold office at the pleasure of the Board.

(37) **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 regular meeting of the Board or at any special meeting of the Board called for such purpose.

(38) **PRESIDENT**

The President shall be the Chief Executive Officer of the Association. He shall preside at all meeting 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 the PRESIDENT of an Association including but not limited to the power to appoint committees from amongst 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.

(39) **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.

(40) **SECRETARY**

The Secretary shall keep the minutes of all the meeting of the Board and the minutes of all meetings of the association, he shall have charge of such books and papers as the Board may direct and he shall in general perform all the duties incidental to the office of the Secretary.

(41) **TREASURER**

The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements

in books belonging to the Association. He shall be responsible for the deposit of all money 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 –6

OBLIGATION OF THE APRTMENT OWNERS

(42) ASSESSMENTS

All owners are obliged to pay monthly assessments imposed by the association to meet all expenses relating to the “SAIPRAKASH APARTMENT” Owners Association which may include an insurance premium for a policy to cover repairs and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessment shall be made pro-rata according to the value of the apartment owners, as stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and Reserve Fund for Replacements.

(43) MAINTENACNE AND REPAIRS

- a) Every owner must perform promptly, all maintenance and repair work within his own apartment which if omitted would be effected by the “SAIPRAKASH APARTMENT” Owners Association in entirety or in a part belonging to other owners apartments/flats being expressly responsible for the damages and liabilities that his failure to do so may endanger.
- b) All the repairs of internal installations of the apartment such as water, light, power, sewage, sanitary, installations, doors, windows all other accessories belonging to the apartment area shall be at the expenses of the apartment owner concerned.
- c) An owner shall reimburse the association for any expenditure incurred in repairing or replacing any common areas and facility damages through his fault.

(44) USE OF APARTMENT; INTERNAL CHANGES

- 1) All apartments / flats shall be used for residential purposes only.
- 2) An Owners shall not make any structural modifications or alteration in his apartments or installation located there in 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. The Flat Owners shall not utilize the Flats for vend or loose country liquor, lottery center, gambling den ect.

(45) USE OF COMMON AREAS AND FACILITIES :

An owners shall not place or cause to be placed in the lobbies, stairways elevator and other areas of the "SAIPRAKASH APARTMENT"/ Flats Owners Association 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. The elevator shall not be used for carrying heavy packages or mercantile or any other objects that may effect the comfort or well being of the Passengers of the Elevator dedicated to the transportation of owners and guests.

(46) RIGHT OF ENTRY

- 1) The Apartment/Flat owner shall grant the right of entry to the Manager or to any other person authorized by the Board or the Association in case of any emergency threatening his apartment whether the owner is present at the time or not.
- 2) The apartment/flat owner shall permit other owners or their representative when so required to enter his apartment for purpose of performing installations, alterations or repairs, the mechanical or electrical services, provided that request for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency such right of entry shall be immediate.

(47) RULES OF CONDUCT

- 1) No resident of the "SAIPRAKASH APARTMENT"/ FLATS OWNERS ASSOCIATION shall post any advertisements or posters of any kind in or on the building except as authorized by the association.
- 2) Resident shall exercise extreme care about making noises or the use of musical instruments radios, television and amplifiers that may disturb others. Resident keeping domestic animal shall abide by the Municipal bye-law or regulations.
- 3) It is prohibited to hang garments rugs etc. from the window, balconies or from any of the facades of the "SAIPRAKASH APARTMENT"/ FLATS OWNERS ASSOCIATION.
- 4) It is prohibited to dust rugs etc. from the windows or to clean rugs etc. by beating on the exterior part of the said Association.
- 5) It is prohibited to throw garbage or trash outside the disposal installation provided for such purposes in the service areas. If such installation is not provided, all garbage or trash shall be collected in a vessel and thrown in the municipal dust bin.
- 6) No owner, resident or lessee shall install wiring for electrical or telephone installation, television, antenna, machine or air conditioning units etc. On the exterior of the "SAIPRAKASH APARTMENT" OWNERS ASSOCIATION OR THAT Protrude through the walls or the roof of that condominium except as authorized by the association.

CHAPTER-7

FUNDS AND THEIR INVESTMENTS

(48) FUNDS:-

Funds may be raised by the association in all or any of the following ways, namely;

- a) By shares
- b) By contributions and donation from the apartment owners.
- c) From common profits which shall form the nucleus of the Reserve fund.
- d) By raising loans, necessary, subject to such terms and conditions as the association with the approval of the competent authority may determine in this behalf.

(49) INVESTMENTS:-

The association may invest or deposit funds in one or more of the following;

- a) In the central co-operative bank or in the state co-operative bank or
- b) In any of the securities specified in section 50 of the Indian trusts Act 1882 or
- c) In any co-operative bank or society carrying on banking business other than those referred to in above clauses (a) of this Bye-law or in any banking company approved for this purpose by the association.

(50) AFFILIATION :-

Should there be any federation of apartment owners in the locality in which the "SAIPRAKASH APARTMENT"/ FLATS OWNERS ASSOCIATION may after consulting the competent authority become a member there of and pay the sums from time to time payable to such federation as per the rules thereof

(51) ACCOUNTS:-

- 1) A banking account shall be operated by the association into which all money received on behalf of the association shall be paid provided that the secretary may retain in his personal custody an amount not exceeding Rs.3000/- (Three Thousand Only) only for petty expenses. All payments above Rs.2000/- (Two Thousand only) only shall be made by cheques signed by the secretary and one member of the board.
- 2) Each apartment owner shall have a pass book in which the secretary shall enter amounts paid or received for his share in receipts of profits from common areas and contributions towards common expenses and his share of assessment and other dues, if any in respect of his apartment
- 3) The association shall on or before 30th April in each year publish an audited annual financial statement in respect of the common area and facilities containing.

- a) The profit and loss account.
 - b) The receipt and expenditure of the previous financial year, and
 - c) A summary of the property and assets and liabilities of the common areas and facilities of the Association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at
- 4) The audited financial statement shall be open to inspection of any member of the association during Office hours and in the office of Association and a copy there of shall be submitted to the competent authority not later than 31st May every year
- 5) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement period upto what date profits and expenses of common areas are included.

(52) **PUBLICATION OF ACCOUNTS AND REPORTS**

A copy of the last financial statement and of the report of the auditor if any shall be kept in a conspicuous place in the office of the Association.

(53) **APPOINTMENT OF AUDITORS**

The Association shall appoint at its general meeting an auditor for the accounts of the Association to be prepared by the Board as herein before provided and shall examine the annual return and verify the same with the accounts relating there to and shall either sign the same as found by him to be correct duly vouched and in accordance with Law or specially report to the Association in what respect he finds it incorrect, untouched or not in accordance with law.

(54) **POWER OF AUDITOR**

The Auditor shall be entitled to call for and examine any paper or documents belonging to the Association relating to the common areas and facilities and common expenses and shall make special reports to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER –8

MORTGAGES

(55) **NOTICES TO ASSOCIATION**

An owner who mortgages his apartment shall notify to the Association through the Manager, if any, or the President of the Board in the event there is no Manager the

name and address of his mortgagee and the Association shall maintain such information in a Book entitled "MORTGAGES OF APARTMENTS".

(56) **NOTICE OF UNPAID ASSESSMENTS**

The Association shall at the request of a Mortgagee of the apartment report any unpaid assessment due from the owner of such apartment.

CHAPTER - 9
COMPLIANCE

(57) **COMPLIANCE**

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

(58) **SEAL OF THE ASSOCIATION**

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

CHAPTER - 10

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

(59) **AMENDMENT OF BYE-LAWS:**

These bye laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75 percent of the total number of apartments in the "SAIPRAKASH APARTMENT " / Flats Owners Association as shown in the Declaration.

Sau. Shweta Prakash Ambhore

.....

GRANTOR

WITNESSES

1)

2)